

KENNEDALE CITY COUNCIL
AGENDA
REGULAR MEETING
March 14, 2013
CITY HALL COUNCIL CHAMBERS, 405 MUNICIPAL DRIVE

WORK SESSION - 5:30 PM
REGULAR SESSION - 7:00 PM

I. CALL TO ORDER

II. WORK SESSION

***NOTE: Pursuant to Section 551.071, Texas Government Code, the City Council reserves the right to adjourn into Executive Session at any time during the work session or the regular session to discuss posted executive session items or to seek legal advice from the City Attorney on any item posted on the agenda.**

A. Online communication initiatives report.

B. Review Independent Auditor's Report for year ended September 30, 2012.

C. Discuss ONCOR Franchise Agreement.

D. Discuss recommendation from the Parks and Recreation Advisory Board regarding joint park/playground development with Delaney Elementary.

III. REGULAR SESSION

IV. ROLL CALL

V. INVOCATION

VI. UNITED STATES PLEDGE

VII. TEXAS PLEDGE

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

VIII. VISITOR/CITIZENS FORUM

At this time, any person with business before the Council not scheduled on the agenda may speak to the Council. No formal action can be taken on these items at this meeting.

IX. REPORTS/ANNOUNCEMENTS

In addition to any specific matters listed below, the city council may receive a report about items of community interest, including but not limited to recognition of individual officials, citizens or departments, information regarding holiday schedules, upcoming or attended events, etc.

- A. Information and updates from the Mayor, if any.
- B. Information and updates from Councilmembers, if any.
- C. Information and updates from the City Manager, if any.

X. CONSENT ITEMS

All matters listed under consent agenda have been previously discussed, require little or no deliberation, or are considered to be routine by the council. If discussion is desired, then an item will be removed from the consent agenda and considered separately.

- A. Consider authorizing the Mayor to execute Interlocal Agreement for Administrative Costs Funding for Section 5310 Program with Fort Worth Transportation Authority.
- B. Consider authorizing the City Manager to sign a Gateway Monument Agreement with TXDOT.
- C. Consider authorizing the City Manager to execute a City Pride Sign Agreement with TXDOT.
- D. Consider approval of meeting minutes from February 14, 2013.

XI. REGULAR ITEMS

- A. Discuss and consider action for approval of Independent Auditor's Report for year ended September 30, 2012.
- B. Public Hearing to discuss the annexation of 0.723 acres of land located at the site of the previous Bowman Springs Bridge near the intersection with Winding Creek Drive.
 - 1. Staff Presentation
 - 2. Public Hearing
 - 3. Staff Response and Summary
- C. Case PZ # 13-01 to receive comments and consider action on an ordinance amending Chapter 17 "Planning and Land Development," Article VI "Zoning" of the Code of Ordinances of the City of Kennedale, Texas, by adding additional criteria for determining a reasonable amortization period for the purpose of discontinuing nonconforming uses by a date certain.
 - 1. Staff Presentation
 - 2. Public Hearing
 - 3. Staff Response and Summary
 - 4. Action by the City Council
- D. Consider action to accept certification of unopposed candidates, and approve an Ordinance canceling the May 11th, 2013 election.
- E. Discuss and consider approval of an appointment to Place 3 of the Keep Kennedale Beautiful Commission
- F. Discuss and consider supporting HB 626 regarding a change in the TMRS definition of part-time

employment.

G. Consider sending a letter of opposition to HB 1496 to local representatives.

H. Consider setting dates for upcoming governance meetings.

XII. EXECUTIVE SESSION

A. The City Council will meet in closed session pursuant to Section 551.074 of the Texas Government Code to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.

1. City Manager's annual performance evaluation.

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

XIV. ADJOURNMENT

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

CERTIFICATION

I certify that a copy of the March 14, 2013, agenda was posted on the City Hall bulletin board next to the main entrance of the City Hall building, 405 Municipal Drive, of the City of Kennedale, Texas, in a place convenient and readily accessible to the general public at all times and said agenda was posted at least 72 hours preceding the schedule time of said meeting, in accordance with Chapter 551 of the Texas Government Code.



Amethyst G. Cirno, City Secretary

Date: March 14, 2013

Agenda Item No: WORK SESSION - A.

I. Subject:

Online communication initiatives report.

II. Originated by:

Amethyst G. Cirimo, City Secretary and Communications Coordinator

III. Summary:

At this time Amethyst Cirimo will provide communications information and data from the past year with regard to:

- Website functionality and participation data
- Social media initiatives
- Increased transparency initiatives

Staff would like the council to provide feedback in terms of 2012-2013 communications initiatives.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

None

VII. Alternative Actions:

VIII. Attachments:

1.	Online Communications Initiatives Report	2012 Online Communications Report.pdf
----	--	---------------------------------------



2012-2013 ONLINE COMMUNICATION INITIATIVES REPORT

In an effort to build upon the 2011 citywide rebranding campaign, the city launched several online communication initiatives, including a new, redesigned city website (www.cityofkennedale.com), and several secondary online communication tools. The following report provides baseline data related to online initiatives that have been used from March 2012 to March 2013, including secondary programs such as SuiteOne Media (agendas and packets), Facebook/Twitter, and MyGov. We strive to maintain our website as the primary source for the most up to date and accurate city information. The information in this report will allow us to track and adjust our online offerings over time to ensure that we are engaging our residents in an effective, consistent manner.



The city currently provides online services to residents through several vendors. All of these services are made available on the city website, www.cityofkennedale.com. Current online services available fall into two broad categories: subscription services that allow interested residents/users to subscribe to specific information voluntarily, and direct contact services that allow residents/users to reach out to the city for information, payments, and to submit forms. The city has also utilizes social media, as well as providing 'extras' in the form of photo and video galleries.

The following online initiatives are currently being used:

Subscription Services:

- ✓ Newsletters by Email (CivicPlus)
- ✓ Press Release Alert (CivicPlus)
- ✓ Calendar Event Alert (CivicPlus)
- ✓ News Feed/Flash Alert (CivicPlus)
- ✓ Bid Postings (CivicPlus)
- ✓ Job Postings (CivicPlus)
- ✓ Agendas/Packets (SuiteOne Media)
- ✓ Facebook
- ✓ Twitter
- ✓ Emergency Alerts (Blackboard Connect)

Direct Contact Services:

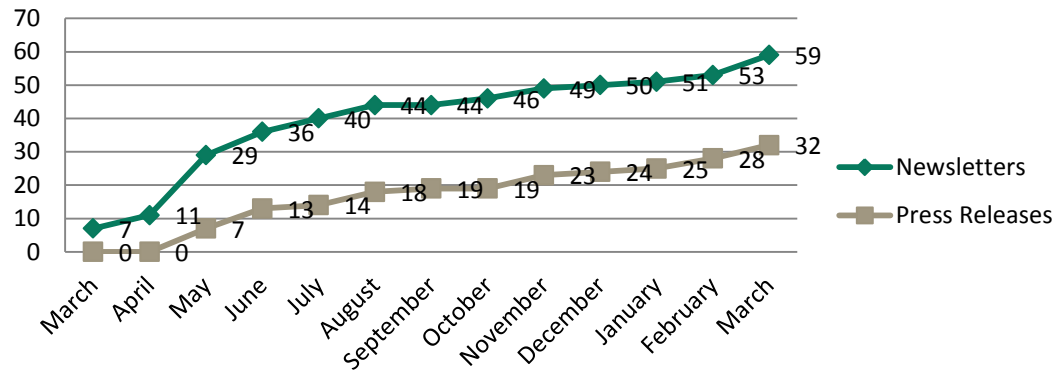
- ✓ Online Forms (CivicPlus)
- ✓ Request Tracker (MyGov)
- ✓ Utility Bill ePayments (STW)
- ✓ Court Ticket ePayments (LT Systems)

Online Extras

- ✓ Video Gallery
- ✓ Photo Gallery

2012 Direct Communications Stats

March 2012 - March 2013



'Direct communication' refers to posted information that users can subscribe to receive through our website. This includes newsletters and press releases.

The greatest increase for subscriptions to the newsletter occurred from April to May of 2012 during the initial launch of the rebranded website.

Press releases have had a steady, gradual increase in subscriptions since May 2012. Several local news entities have subscribed and now receive posted press releases automatically.

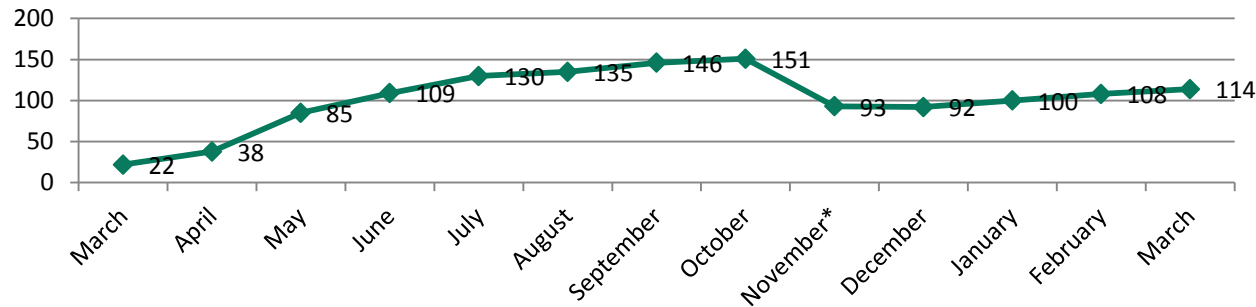
Note: *Subscriptions to agendas and packets are examined on page 7 of this report, as a separate software system is used.*

2012/13	Newsletters	Press Releases	Total Subscriptions
March	7	X*	7
April	11	X	11
May	29	7	36
June	36	13	49
July	40	14	54
August	44	18	62
September	44	19	63
October	46	19	65
November	49	23	72
December	50	24	74
January	51	25	76
February	53	28	81
March	59	32	87

*An 'X' indicates a category that was not published at that time.

Calendar Subscriptions

March 2012 - March 2013



Residents are able to subscribe to receive email or text message notification of published calendar items. The graph to the left displays the total subscriptions to all calendars available, including meetings, events, specific departments, and holiday schedules.

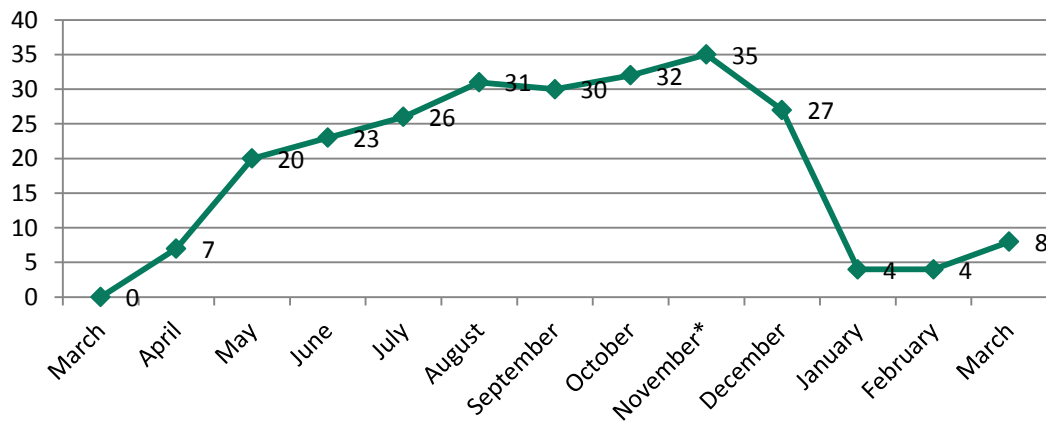
**All board and commission meeting dates, with the exception of Council, were removed in November in order to eliminate duplication and drive all agenda-related traffic directly to SuiteOne Media.*

2012/13	A&C	BOA	BBA	CC	City Holidays	EDC	KKB	LAB	Court	PRB	P&Z	Senior Center	TDD	Special Events	Utility Billing	Zumba	Total
March	0	2	0	3	3	0	0	1	1	0	2	1	X	6	3	X	22
April	0	3	1	5	3	1	3	2	1	0	3	2	X	9	5	X	38
May	3	5	1	10	7	3	8	2	2	2	7	4	X	20	7	4	85
June	5	6	2	14	8	5	11	3	2	3	9	4	X	25	7	5	109
July	9	6	2	17	9	6	12	5	2	5	10	4	0	29	7	7	130
August	9	6	2	17	12	6	12	5	2	5	10	3	0	31	7	8	135
September	11	6	2	18	12	5	13	5	2	6	11	5	1	33	7	9	146
October	11	6	4	19	13	5	13	5	2	6	11	5	1	33	8	9	151
November*	X	X	X	21	14	X	X	X	4	X	X	7	X	35	12	X	93
December	X	X	X	20	13	X	X	X	4	X	X	7	X	36	12	X	92
January	X	X	X	24	13	X	X	X	4	X	X	7	X	38	14	X	100
February	X	X	X	24	14	X	X	X	5	X	X	8	X	41	16	X	108
March	X	X	X	25	14	X	X	X	5	X	X	9	X	44	17	X	114

*All board and commission calendars, with the exception of Council, were deleted in November in order to drive agenda-related traffic through SuiteOne Media.

Total News Flash/Feed Subscriptions

March 2012 - March 2013



'News Flash' includes all news feeds, including general homepage news, project-specific construction updates, KKB news, and KPD incident report feeds. News feeds are created and deleted as necessary with the exception of the homepage, which is ongoing.

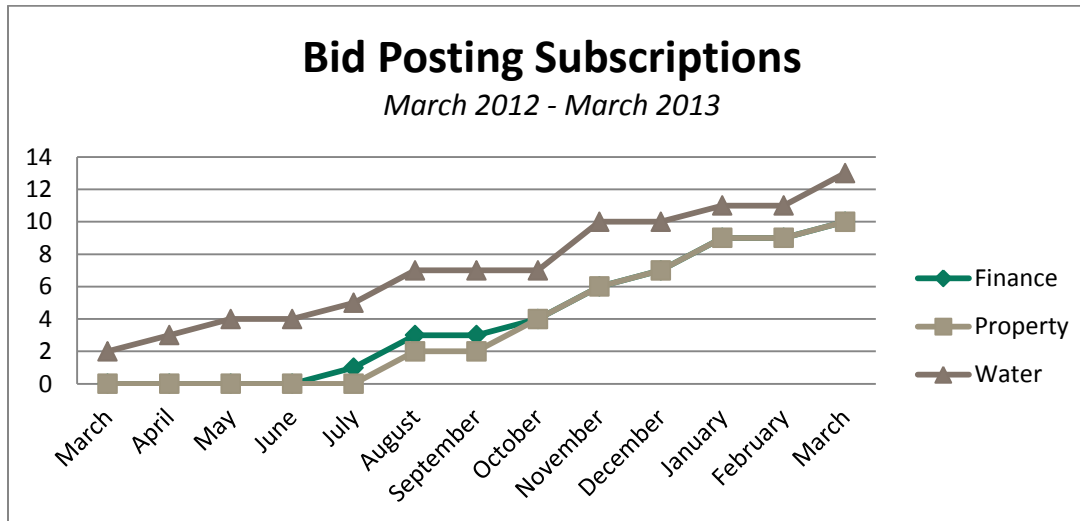
From March 2012 to March 2013, 125 individual news feed posts were made (approximately 2.4 posts per week).

**In November, several road projects were completed and those news feeds were removed, which lowered the subscription count.*

2012/13	Alma Lane	Homepage News	Kenney/Sulphur	Municipal	New Hope Road	Paula	Sublett Road	KKB	KPD	<u>Total Subscriptions</u>
March	X	0	X	X	X	X	X	X	X	0
April	X	4	X	X	1	X	2	X	X	7
May	X	0	X	X	4	X	16	X	X	20
June	X	0	X	X	5	X	18	X	X	23
July	X	0	X	X	6	X	20	X	X	26
August	X	0	X	X	7	X	24	X	X	31
September	X	0	X	X	7	X	23	X	X	30
October	X	0	X	X	7	X	25	X	X	32
November*	0	0	0	0	9	0	26	X	X	35
December	0	0	0	0	0	0	27	X	X	27
January	1	0	1	1	X	1	X	X	X	4
February	X	0	X	X	X	X	X	1	3	4
March	X	0	X	X	X	X	X	3	5	8

Subscription Services

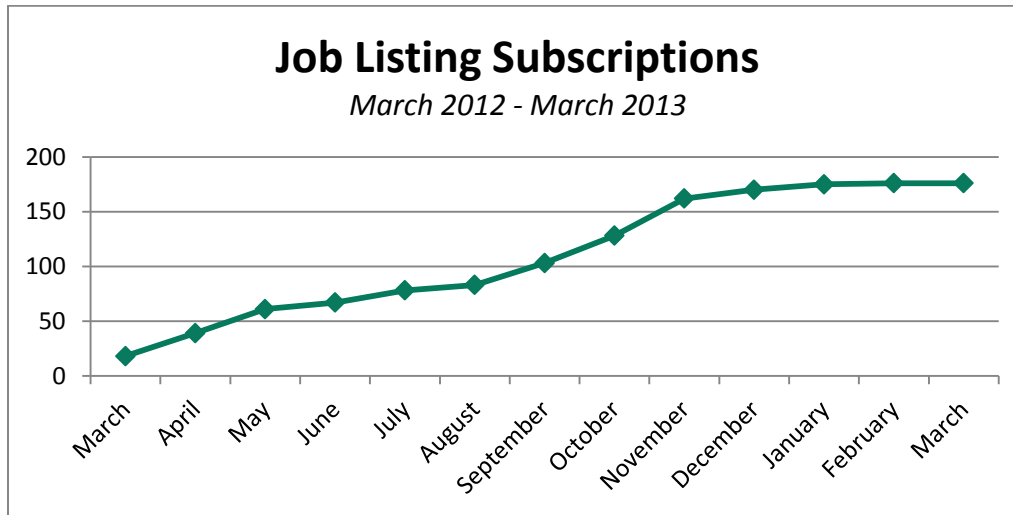
Report: Bid Posting Subscriptions



The City currently posts certain projects online for external contractors. Currently we post finance, property, and water related projects. The graph to the left displays the number of users who have subscribed to receive email notification when opportunities to bid are posted.

From March 2012 to March 2013 staff posted 2 bids online. This functionality will be utilized more in the future as we refine our processes.

2012	Finance	Property	Water	<u>Total Subscriptions</u>
March	X	X	2	2
April	X	X	3	3
May	X	X	4	4
June	X	X	4	4
July	1	X	5	6
August	3	2	7	12
September	3	2	7	12
October	4	4	7	15
November	6	6	10	22
December	7	7	10	24
January	9	9	11	29
February	9	9	11	29
March	10	10	13	33

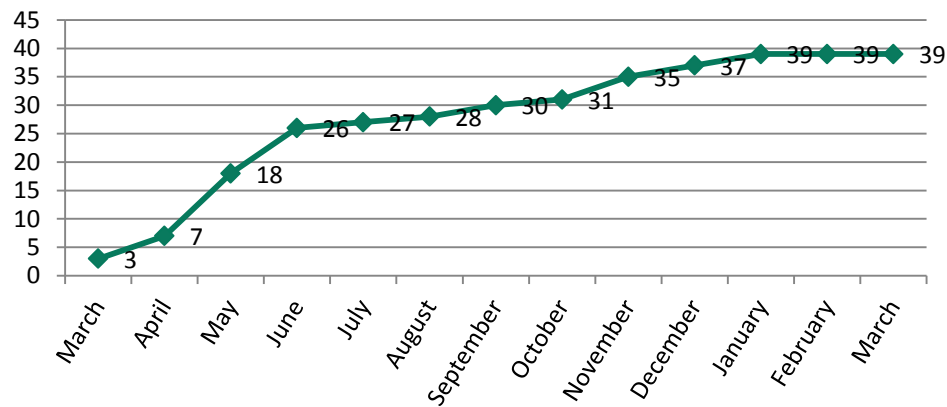


The new website allows users to subscribe to receive an email notification when city job opportunities are posted online. Staff currently post jobs in the categories of Fire, Police, Public Works, and Other. As with most websites, this functionality is heavily used by external job seekers.

2012	Fire	Other	Police	PW	<u>Total Subscriptions</u>
March	4	6	2	6	18
April	8	13	7	11	39
May	9	20	16	16	61
June	11	22	16	18	67
July	13	27	18	20	78
August	14	30	18	21	83
September	17	36	25	25	103
October	20	44	33	31	128
November	25	52	46	39	162
December	27	54	49	40	170
January	27	55	52	41	175
February	27	56	52	41	176
March	29	56	49	42	176

Agenda/Package Subscriptions

March 2012 - March 2013



2012	SuiteOne Media Subscribers
March	3
April	7
May	18
June	26
July	27
August	28
September	30
October	31
November	35
December	37
January	39
February	39
March	39

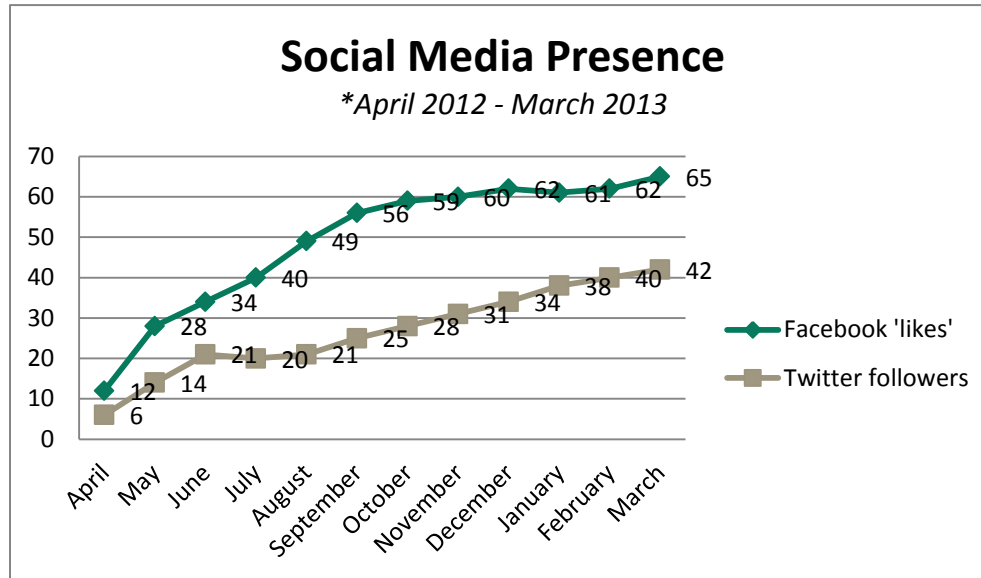
Agenda subscriptions are managed through the SuiteOne Media Agenda Management software program and are available through a portal on our website.

The largest increase in subscribers was from April to June 2012, likely due to political turmoil in the city at that time.

The SuiteOne software system requires a unique login name and password for users separate from the website itself. Staff has chosen to maintain this secondary software interface due to its ease of use and high functionality.

Staff has posted all agendas and packets for all boards and commissions online since April of 2012.

The posting of our agendas and packets online has almost completely eliminated the number of phone calls and emails received to request copies of these documents. Although the number of subscribed users is not high, many residents have relayed positive comments regarding the online availability of agendas.



2012	Facebook 'likes'	Twitter followers
*March	X (not live)	X (not live)
April	12	6
May	28	14
June	34	21
July	40	20
August	49	21
September	56	25
October	59	28
November	60	31
December	62	34
January	61	38
February	62	40
March	65	42

The graph to the left displays the total number of Facebook 'likes' and Twitter followers since April 2012.

Facebook: facebook.com/pages/City-of-Kennedale-Government

Twitter: twitter.com/CityofKennedale

The City uses social media as a secondary source of city information. We strive to maintain our website, www.cityofkennedale.com as the primary source for the most up to date and accurate city information. This is best practice for cities of our size and staff resources.

Facebook and Twitter are set up as automatic feeds from our website. Posts from all news feeds, calendar items, job postings, etc., are automatically pushed to social media. This allows for continuity of information across the board and negates the need to duplicate the posting process.

The City also uses additional Facebook pages to disseminate special program and event information. The following additional pages are being maintained by various city groups:

Art in the Park: (712 likes)

facebook.com/pages/Art-in-the-Park-Kennedale-TX

Keep Kennedale Beautiful: (87 likes)

facebook.com/pages/Keep-Kennedale-Beautiful

Bark in the Park: (84 likes)

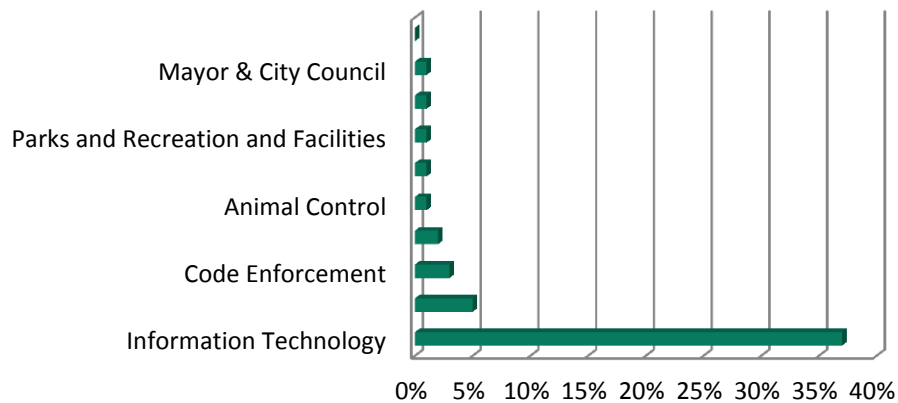
facebook.com/BarkInTheParkPawsForTheCause

Parks and Recreation Board: (38 likes – not currently in use)

facebook.com/pages/Kennedale-Parks-and-Recreation-Board

Top 10 Request Tracker Categories

March 2012 - March 2013



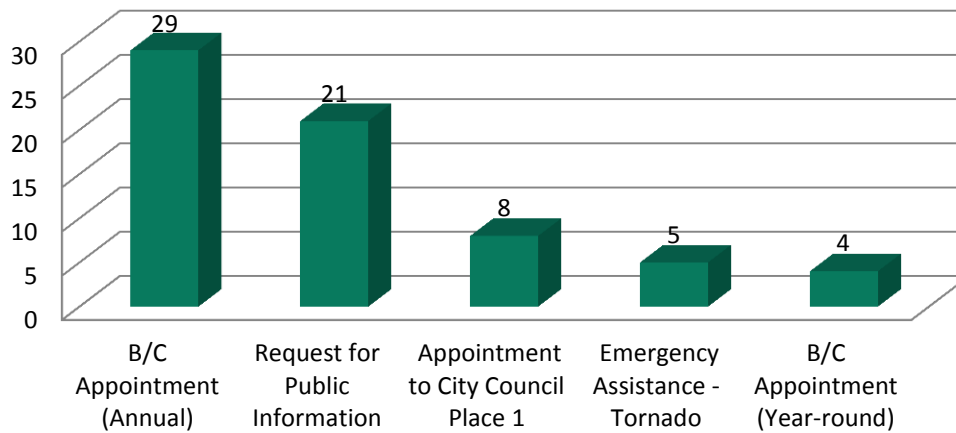
The RequestTracker program, currently provided by MyGov.com, provides residents with a portal through which they can send information to or ask questions of city staff (report a pothole, noise disturbance, code violation, request information, etc). City staff also uses the program to track internal requests. The program is currently utilized for internal requests more so than external.

In order to make this process more available to residents, staff will be transitioning to the RequestTracker service provided by CivicPlus, website software program. The new RequestTracker will be housed within the website, which allows for continuity of brand, look, and feel. Utilizing the CivicPlus system will also reduce the need for duplication of information and enhance our 'one stop shop' mentality for residents and staff alike. We hope that this transition will encourage more residents to utilize the service.

2012/13	Requests by %
Information Technology (internal)	37
Public Works	5
Code Enforcement	3
Police	2
Animal Control	1
City Manager	1
Parks, Recreation, & Facilities	1
Permits & Planning	1
Mayor & City Council	1
Boards & Commissions	0

City Secretary - Online Forms/Applications

March 2012 - March 2013



To allow for easy access to staff directly from the website, we have set up several online forms which have proven to be very useful. Online forms also increase our ability to be paperless.

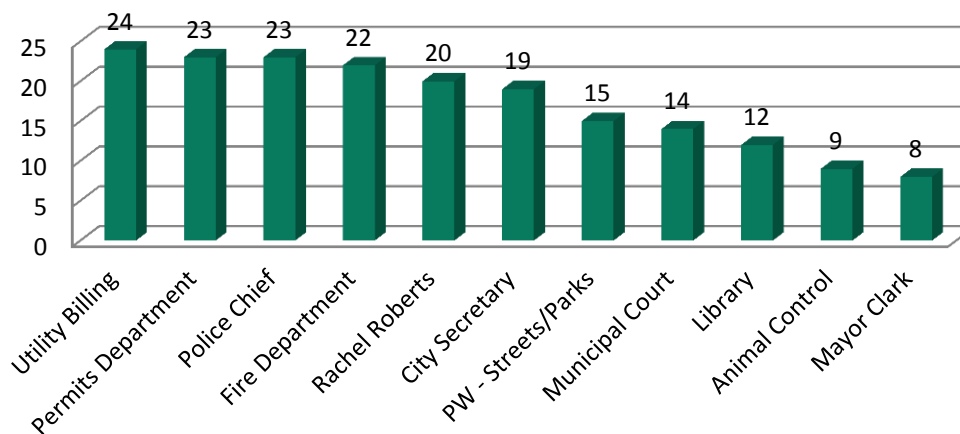
The City Secretary Department has transitioned to an online application process for board and commission appointments, as well as for several one-time application needs.

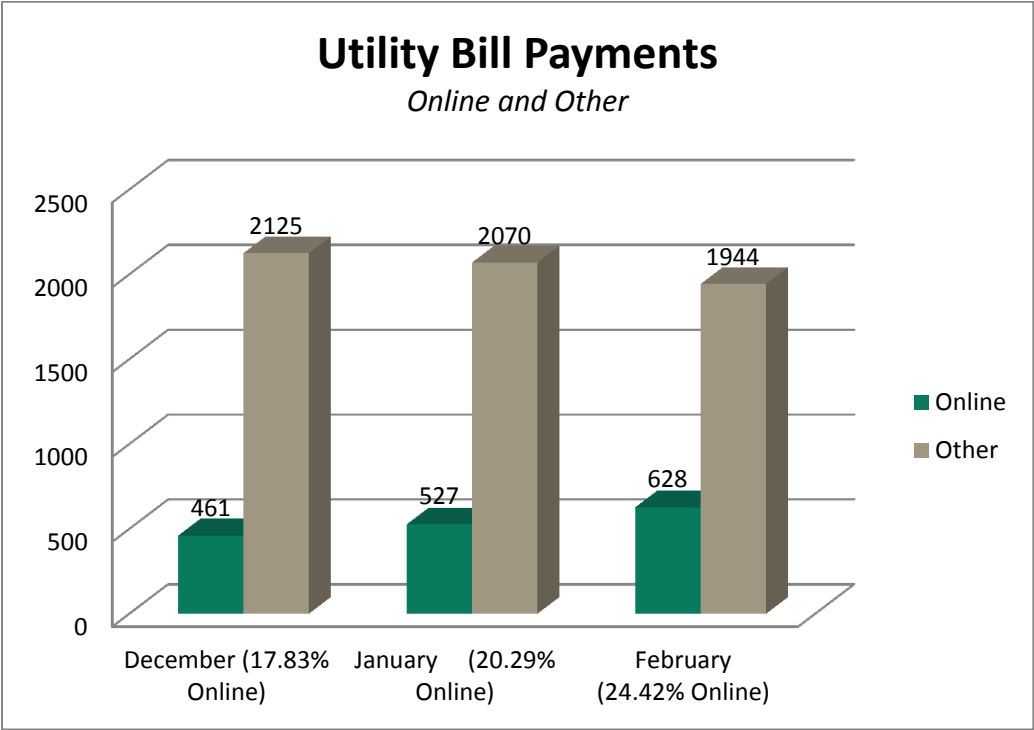
Online email forms are an easy way to allow for direct contact with staff. These online email forms eliminate the need for users to search the website for email addresses and help to protect the city servers from mass spam and computer viruses.

Staff will be expanding this service through additional online email forms, applications, and requests through Request Tracker.

Online Email Form Submissions

Top Categories, March 2012 - March 2013





The city currently offers customers the ability to make certain payments online. Staff is currently researching options for additional online payment capabilities, including facility reservations, permits, etc.

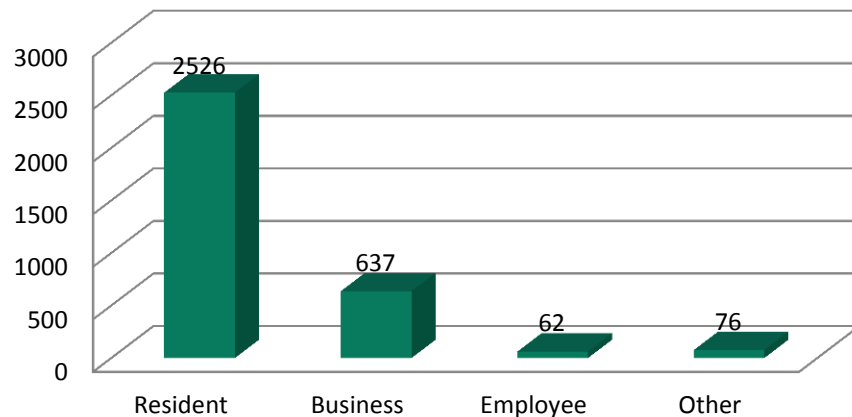
UTILITY BILLING:
Utility Billing payments are made through STW. Customer interest in this program has grown steadily over the past few months. Staff anticipates that participation in online UB payment options for will increase when we transition to the Global Water payment system.

Of the UB online payments made online, 234 were made by customers who are registered for automatic withdrawal payments (59 by credit card draft and 175 by bank draft).

MUNICIPAL COURT
Municipal Court payments are made through LT Systems. Over the past three years , the Court department has averaged approximately 200 online payments per year. Due to the variations in court proceedings and payment options staff does not have additional comparative data.

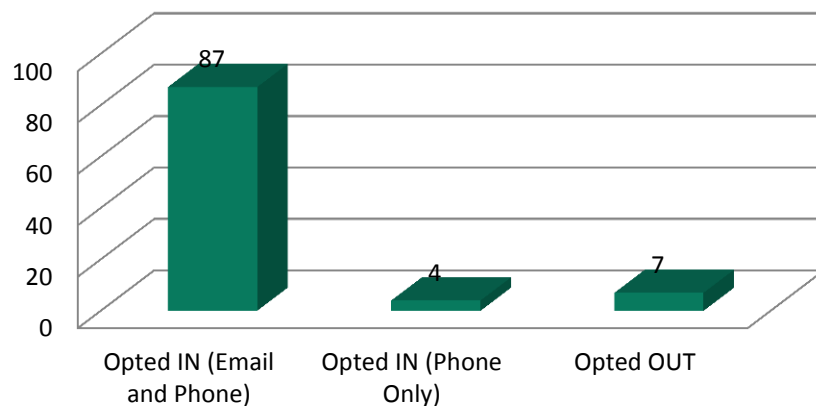
Blackboard Connect Contacts

3301 Total



Blackboard Connect - Opt in/out*

March 2012 - March 2013



The city uses Blackboard Connect to send emergency phone calls, text messages, and emails to residents and business owners.

Data for specific user types is not available at this time, however staff was able to gather approximate data on the number of users who opted in and out of the system over the past year.

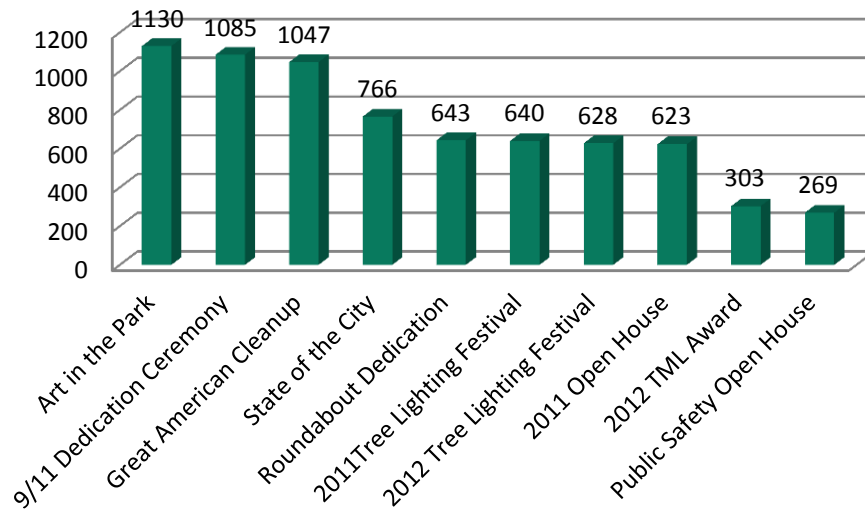
A recent upgrade to the system has allowed staff to link Blackboard Connect with our social media outlets. Any and all emergency messages sent by the system, including those sent automatically by the National Weather Service, will be automatically posted to both Facebook and Twitter.

In order to minimize opt-outs from the system, it is city policy to use BlackBoard Connect for life-safety emergency situations *only*. This includes inclement weather, water line ruptures, and electrical disruption type emergencies. Special events, surveys, and other non-emergency notification options are available to residents through our other options.

**Note: Due to a recent upgrade to the BlackBoard Connect system and a change in reporting options, the data to the left is approximate. Staff will have accurate data in the near future.*

Video Consumption

"Get to Know Your Community" Web Series

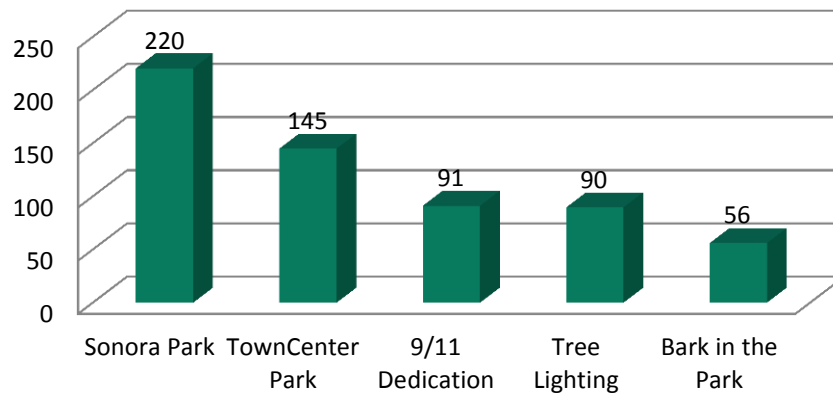


In order to enhance the exposure of Kennedale's quality of life, community atmosphere, and small-town feel, staff has made an effort to provide opportunities for online users to experience the community visually through photo and video galleries.

The response to our video initiative, "Get to Know Your Community," has exceeded expectations and the city will continue to provide video of community events on a regular basis. Our partnership with 4 Wall Studios has allowed us to provide quality video production at a minimal expense to the city. The high level of response to the 2012 State of the City video encourages us to expand video production in this capacity.

The photo gallery has also been successful, if to a lesser extent. This gallery is best used to display static features of our city (parks, reservable facilities, infrastructure), and to display recent enhancements to those facilities. Staff will continue to utilize this functionality to display our community.

Photo Consumption



The online communication services initiated over the past year have yielded positive results, and staff will continue to monitor usage and pursue additional opportunities to provide online services whenever possible. Staff will continue to examine ways to streamline and simplify how residents engage with Kennedale government. It is our goal to be as effective, responsive, timely, and available as possible.

2013-2014 Online Initiatives:

- ✓ RequestTracker transition to CivicPlus module house within the website software
- ✓ Addition of LaserFiche WebPortal electronic document center, which will allow anyone to view historical public documents online at any time.
- ✓ Potential addition of Community Voice, a CivicPlus software module which provides residents with opportunities to weigh in on ideas, policies, etc. (Crowd-sourcing)
- ✓ Increased and refined use of all online tools used over the past year.

Date: March 14, 2013

Agenda Item No: WORK SESSION - B.

I. Subject:

Review Independent Auditor's Report for year ended September 30, 2012.

II. Originated by:

Sakura Moten-Dedrick, Director of Finance & IT

III. Summary:

Our auditors (Patillo, Brown & Hill) will be in attendance to present their findings of the City audit to Council, as well as answer any questions Council may have. A copy of the City's audit will be emailed to the Council for review prior to the meeting.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

None

VII. Alternative Actions:

VIII. Attachments:

Date: March 14, 2013

Agenda Item No: WORK SESSION - C.

I. Subject:

Discuss ONCOR Franchise Agreement.

II. Originated by:

Bob Hart, City Manager

III. Summary:

Bob Hart will present information on this item.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

None

VII. Alternative Actions:

VIII. Attachments:

Date: March 14, 2013

Agenda Item No: WORK SESSION - D.

I. Subject:

Discuss recommendation from the Parks and Recreation Advisory Board regarding joint park/playground development with Delaney Elementary.

II. Originated by:

Bob Hart, City Manager

III. Summary:

Bob Hart will present information regarding this item during the work session.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

None

VII. Alternative Actions:

VIII. Attachments:

Date: March 14, 2013

Agenda Item No: REPORTS/ANNOUNCEMENTS - A.

I. Subject:

Information and updates from the Mayor, if any.

II. Originated by:

Amethyst G. Cirimo, City Secretary and Communications Coordinator

III. Summary:

Updates from the Mayor, if any.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

None

VII. Alternative Actions:

VIII. Attachments:

Date: March 14, 2013

Agenda Item No: REPORTS/ANNOUNCEMENTS - B.

I. Subject:

Information and updates from Councilmembers, if any.

II. Originated by:

Amethyst G. Cirimo, City Secretary and Communications Coordinator

III. Summary:

updates from Council, if any.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

None

VII. Alternative Actions:

VIII. Attachments:

Date: March 14, 2013

Agenda Item No: REPORTS/ANNOUNCEMENTS - C.

I. Subject:

Information and updates from the City Manager, if any.

II. Originated by:

Bob Hart, City Manager

III. Summary:

Updates and information from the City Manager:

YAC applications will available online through May 1st.

KKB Crud Cruiser & Ewaste Disposal: March 30

Art in the Park: April 5, 6, 7

Citywide Garage Sale: April 20

Citywide Cleanup: April 27

Bark in the Park/Kidfish/National Kids to Parks Day: May 18th

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

None

VII. Alternative Actions:

VIII. Attachments:

Date: March 14, 2013

Agenda Item No: CONSENT ITEMS - A.

I. Subject:

Consider authorizing the Mayor to execute Interlocal Agreement for Administrative Costs Funding for Section 5310 Program with Fort Worth Transportation Authority.

II. Originated by:

Amethyst G. Cirimo, City Secretary and Communications Coordinator

III. Summary:

This is an annually renewed interlocal agreement that covers elderly transportation services.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

1.	2013 5310 Agreement	5310 Interlocal Agreement.doc
----	---------------------	-------------------------------

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

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

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

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

WHEREAS, the Texas Department of Transportation (TxDOT) asked the T to develop and implement a Section 5310 program (TCTS) for otherwise under served communities in Tarrant County; and

WHEREAS, the Fort Worth Transportation Authority has been awarded the grant for this area and the City of Kennedale is contributing \$1,288.00 towards the administrative costs of the Section 5310 service (TCTS); and

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

The parties pursuant to City of Kennedale action and Fort Worth Transportation Authority action agrees as follows:

1. This program is called Tarrant County Transportation Services (TCTS). This transportation is provided for a variety of purposes such as medical appointments, shopping or recreation.
2. Each party represents to the other that the delegated costs of the project under the Agreement, as well as any payments made by it pursuant to this Agreement, will be made from current revenues and/or specified grant funds. Further, each Party warrants and represents to the other party that each Party has been authorized by its respective governing body to do so. Each party further represents and warrants to the other Party that any renewal of, deletion, or change to this Agreement will be in writing and authorized by its respective governing body.
3. The Fort Worth Transportation Authority will administer transportation services to the citizens of the City of Kennedale under the program known as Tarrant County Transportation Services from January 1, 2013 through December 31, 2013.
4. The Fort Worth Transportation Authority will administer demand responsive transportation services for the seniors and persons with disabilities of Kennedale according to the federal requirements of the Section 5310 grant and according to the relevant State of Texas statutes.
5. The City of Kennedale will pay the authorized amount to the Fort Worth Transportation Authority within 30 days of receipt of invoice.
6. Fort Worth Transportation Authority will provide access upon request to the Section 5310 records to the City of Kennedale.
7. Parties will comply with all applicable State of Texas and federal statutes and regulations as required by their status as a federal grantee and transit authority of the State of Texas, and federal grantee and municipality of the State of Texas, respectively.
8. The term of this agreement will begin January 1, 2013 and end December 31, 2013.
9. The City of Kennedale will be considered a participating community and the qualifying residents of Kennedale will be entitled to ride TCTS for a one-way trip fare of \$2.50.

CITY OF KENNEDALE, TEXAS

FORT WORTH
TRANSPORTATION AUTHORITY:

By: _____
Mayor John Clark

By: _____
Richard L. Ruddell
President/Executive Director

ATTEST: _____
City Secretary, Amethyst G. Cirimo

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney, Wayne K. Olson
City of Kennedale, Texas

Sylvia Hartless
General Counsel
Fort Worth Transportation Authority

Date: March 14, 2013

Agenda Item No: CONSENT ITEMS - B.

I. Subject:

Consider authorizing the City Manager to sign a Gateway Monument Agreement with TXDOT.

II. Originated by:

Bob Hart, City Manager

III. Summary:

Please see the attached agreement.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

1.	Gateway Monument Agreement	gateway.pdf
----	----------------------------	-------------

**GATEWAY MONUMENT
AGREEMENT**

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State", and the _____ of _____, acting through its duly authorized officials, as evidenced by Resolution or Ordinance Number _____, dated _____, hereinafter called the "Local Entity".

BACKGROUND

The State owns and maintains a system of highways, including _____ in _____ County, Texas, for public use and benefit. The State agrees to allow for the construction of a Gateway Monument within the State's right of way and the Local Entity agrees to construct the Monument and to conduct the long term maintenance for this structure located at _____ from _____ to _____, referred to as the "Gateway Monument," more specifically described in **Attachment "A,"** Project Map, which is attached hereto. The Local Entity will conduct the Monument's long term maintenance activities through the use of Local Entity forces, contractors, or other means satisfactory to the Local Entity and the State.

THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties agree to the following.

A G R E E M E N T

SECTION 1. PERIOD OF THE AGREEMENT

This Agreement becomes effective when finally executed by the State and shall continue unless or until otherwise terminated as provided by this agreement.

SECTION 2. FINANCIAL RESPONSIBILITIES

All costs covered by this agreement including design, engineering, testing, construction, installation, access for maintenance, maintenance, labor, materials, supplies, traffic control, additional improvements, and if required, removal of the Gateway Monument, shall be the responsibility of the Local Entity.

Any administrative costs associated with the Gateway Monument that are incurred by the State, such as those related to proposal review, as well as developing, issuing, and monitoring the Agreement for approved the Gateway Monument project shall be the responsibility of the State.

SECTION 3. RESPONSIBILITY OF THE PARTIES

A. The Local Entity agrees to:

1. Provide Gateway Monument design plans to the State before execution of this agreement according to TxDOT policy and, upon final approval, furnish and construct the Gateway Monument according to plans approved by the State, which are set out more specifically in **Attachment "B,"** Local Entity's Final Gateway Monument Proposal, which is attached to this Agreement, and include any other related installation items that may be required; and
2. Furnish, erect, and maintain any barricades, signs and traffic handling devices, in accordance with the latest Texas Manual of Uniform Traffic Control Devices (MUTCD) and to the satisfaction of the State related to this project, as may be required to protect the safety of the public; and
3. Conduct periodic inspections of the Gateway Monument as deemed necessary; and
4. Provide for the construction and maintenance of all associated appurtenances that are considered by the State to be a part of the project. The Local Entity further agrees to remove such items from the project's location and restore the area to the satisfaction of the State upon termination of this Agreement in accordance with Section 9.

B. The State agrees to:

1. Review and evaluate the Gateway Monument proposal submitted by the Local Entity with due consideration to safety (location, potential for motorist distraction, accessibility for maintenance, etc.), aesthetics, community support and maintainability; and
2. Coordinate with other TxDOT Divisions, as appropriate, as well as interact with the Federal Highway Administration (FHWA) for input, review and approval; and
3. Cooperate with the Local Entity to determine the requirements for barricades, signs, and traffic handling devices to be used by the Local Entity during the construction and maintenance of the Gateway Monument; and

4. Provide maintenance access to the project location for the Local Entity or for its Contractor or group, and if possible, from outside the highway right of way; and
 5. Conduct periodic inspections of the Gateway Monument as deemed necessary.
- C. The Local Entity and State further agree that nothing contained in this Agreement will be construed to:
1. Give either party the power to direct and control the day-to-day activities of the other; or
 2. Constitute the parties as partners, joint venturers, co-owners, or otherwise as participants in a joint or common undertaking; or
 3. Allow either party to create or assume any obligation on behalf of the other party for any purpose whatsoever.

SECTION 4. DESIGN AND PLACEMENT OF GATEWAY MONUMENTS

- A. Gateway Monuments shall be designed and placed so as to:
1. Be freestanding.
 2. Feature only the letters of the community name and/or officially adopted seal.
 3. Include, if required by TxDOT, approved protective graffiti coatings.
 4. Be appropriate to its proposed setting and community context.
 5. Be in proper size and scale with its surroundings.
 6. Be composed of materials that are durable for the projected life span of the project.
 7. Be located beyond the clear zone, for both main lane traffic and frontage road traffic.
 8. Be located where maintenance can be safely performed, as specified in the Gateway Monument Agreement, and in conformance with TxDOT procedures.
 9. Be subject to the review and approval of TxDOT in consideration of design, size, and scale for appropriate integration on urban or rural highway features.

B. Gateway Monuments shall not:

1. Be allowed within the center median areas of interstate highway rights-of-way.
2. Contain religious, political, special interest, private, or commercial messages of any sort, including, but not limited to, symbols, logos, business names, trade names, jingles, or slogans.
3. Contain any displays of any sort, advertising, decorative banners, flags, or flag poles.
4. Display telephone numbers, street addresses, or Internet addresses.
5. Interfere with airspace above the roadway.
6. Create a distraction to the motoring public; for example, the Gateway Monument shall be large enough to interpret at highway speed, but not be so large that it demands attention from the motorist.
7. Include reflective or glaring surface finishes.
8. Include illumination that impairs or distracts the vision of transportation system users. Other lighting may be permitted.
9. Display blinking or intermittent or moving lights, including changeable message signs, digital displays, or lighted static displays such as LED.
10. Include moving elements (kinetic art) or simulate movement.
11. Include water features of any sort.
12. Interfere with official traffic control devices, nor interfere with the operational right-of-way above the roadway.
13. Be placed within State right-of-way upon trees, or painted or drawn upon rocks or other existing natural features.
14. Make use of or simulate colors or combinations of colors usually reserved for official traffic control devices described in the Texas Manual on Uniform Traffic Control Devices.

15. Require the removal of trees or other vegetation for visibility, or harm trees during construction. Pruning of tree branches or roots, and removal of shrubs should be avoided.
16. Negatively impact existing highway features, including existing signs, irrigation systems, necessary drainage patterns, and facilities.

SECTION 5. MAINTENANCE

The Local Entity shall provide regularly scheduled maintenance, as described in **Attachment "B,"** the Local Entity's Final Gateway Monument Proposal, for its projected lifespan. Maintenance shall include, but not be limited to, restoration work to maintain the integrity of the approved Gateway Monument, maintenance of any associated landscaping or lighting, and graffiti removal. Gateway Monuments shall be kept clean, free of graffiti, and in good repair. Graffiti removal shall conform to the most current TxDOT policies and guidelines, which require prompt removal of offensive messages and timely removal of all other graffiti. Maintenance practices of the Local Entity or its agent shall protect air and water quality as required by federal and state law.

SECTION 6. MONUMENT REMOVAL

The Local Entity shall remove the Gateway Monument covered by this agreement, if in the opinion of TxDOT, it creates safety or operational concerns due to deterioration or inadequate maintenance or upon termination of the main Gateway Monument Agreement. TxDOT will notify the Local Entity when it has determined that the Gateway Monument requires special attention. In the event the Local Entity fails to maintain, repair, rehabilitate, or remove the Gateway Monument in a timely manner, TxDOT may choose to remove the Gateway Monument after thirty (30) days following notification to the Local Entity, and bill the Local Entity for all costs of removal and restoration of the area.

TxDOT reserves the right to remove the Gateway Monument due to construction, rehabilitation, violation of the terms of this agreement, or other necessary activities affecting the transportation facilities without any obligation, compensation to, or approval of the Local Entity. TxDOT will strive to notify the Local Entity of its intent to remove the Gateway Monument to allow for timely removal and salvage by the Local Entity, if possible.

TxDOT reserves the right to remove or alter any Gateway Monument that presents an immediate safety hazard to the public without delay or advanced notification to the Local Entity.

SECTION 7. USE OF CONTRACTOR OR GROUP

The Local Entity shall have the right to engage any responsible Contractor or group to perform or provide any portion of the Local Entity's Gateway Monument

activities specified in this Agreement. However, notwithstanding this provision, the Local Entity shall continue to remain responsible to the State to ensure performance of all its duties and responsibilities specified in this Agreement. The Local Entity shall ensure that any Contractor or group complies with all provisions of this agreement, and federal, state, and local laws, and regulations as may be applicable.

In the event the Local Entity engages a Contractor to perform Gateway Monument construction or maintenance activities under this Agreement, the Local Entity shall ensure that said Contractor shall indemnify the State for any and all damages and claims for damages by said Contractor, its employees, agents, or representatives, including any claims resulting from bodily injury or death to others, or, for loss of or damage to property of others, arising out of, incident to, or in any manner connected to Gateway Monument construction or maintenance activities, and, for any or all liability arising from the negligent acts of said Contractor, its employees, agents, or representatives.

In the event the Local Entity engages and approves a responsible group to perform Gateway Monument construction or maintenance activities under this Agreement, the Local Entity shall require and ensure that said Contractor or group follow all the terms of this Agreement as well as all Attachments.

SECTION 8. INDEMNIFICATION

- A. The Local Entity and the State each acknowledge responsibility for the acts, deeds, errors and omissions of its own employees. The parties agree that the Texas Tort Claims Act pertaining to governmental liability for tortious conduct and/or property damage shall apply to this Agreement.
- B. The Local Entity shall also indemnify and save harmless the State from any and all expense, including, but not limited to, attorney fees, which may be incurred by the State in litigation or otherwise resisting a claim or liabilities that may be imposed on the State as a result of error, omission, or act of the Local Entity, its agents, or its employees.

SECTION 9. TERMINATION

This Agreement may be terminated under any of the following conditions:

- A. By mutual written agreement and consent of both parties; or
- B. By either party upon giving the other party thirty (30) days prior written notice; or
- C. By the State, in the event the State determines that the Gateway Monument is not in the best interest of the traveling public.

If either party terminates this Agreement, as provided herein, the Local Entity will be responsible for repair or removal of the Gateway Monument. In the event that the Local Entity does not provide the repair or removal services, the State may remove or repair the Gateway Monument and shall be entitled to reimbursement from the Local Entity for any reasonable costs incurred by the State to restore the State's right of way to its original condition.

SECTION 10. AMENDMENTS

Amendments to this Agreement shall be in writing and shall be executed by both parties.

SECTION 11. AUDIT

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

SECTION 12. SUCCESSORS AND ASSIGNS

Subject to the provisions of Section 7, the Local Entity shall not assign or otherwise transfer its rights and obligations under this Agreement except with prior written consent of the State, and any prohibited assignment or transfer shall be null and void.

SECTION 13. REMEDIES

This Agreement shall not be considered as specifying the exclusive remedy for any default. All legal remedies may be pursued by either party and shall be cumulative.

SECTION 14. INSURANCE

If this agreement authorizes the Local Entity or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on the State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

Contract No. _____

SECTION 15. NOTICES

All notices to either party by the other under this Agreement shall be delivered personally or sent by U.S. mail, postage prepaid, addressed to such party at the following addresses:

STATE : Texas Department of Transportation District Engineer (mailing address) _____ _____, Texas	LOCAL ENTITY: City of _____ Attn: _____ _____ _____
--	--

SECTION 16. GRATUITIES

Texas Transportation Commission policy mandates that employees of the State shall not accept any benefits, gifts, or favors from any person doing business or who reasonably speaking may do business with the State under this Agreement. The only exceptions allowed are ordinary business lunches and items that have received advanced written approval of the Texas Department of Transportation Executive Director. Any person doing business with or who may reasonably speaking do business with the State under this Agreement may not make any offer of benefits, gifts or favors to State employees, except as mentioned here above. Failure on the part of the Local Entity to adhere to this policy may result in the termination of this Agreement.

SECTION 17. SIGNATORY WARRANTY

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

SECTION 18. INCORPORATION OF PROVISIONS

Attachments "A" and "B" are made part of this contract. The parties shall comply with the provisions of Attachments "A" and "B" as if they were set forth in full within the body of this contract.

Contract No. _____

THEREFORE, the Parties have executed this Agreement in duplicate originals.

THE CITY OF _____

THE STATE OF TEXAS

By: _____

Title: _____

Date: _____

Certified as being executed for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by The Texas Transportation Commission

Attest: _____
City Clerk

By: _____
District Engineer
_____ District

Date: _____

Approved as to form:

City Attorney

List of Attachments:

“A” – Project Map for Gateway Monument

“B” - Local Entity’s Final Gateway Monument Proposal

CITY PRIDE SIGNS

**Welcome to
Anytown, Texas**



January 1997

WHAT IS A CITY PRIDE SIGN?

City Pride Signs along Texas highways display names and logos of local civic organizations. The City Pride Sign Program was developed by the Texas Department of Transportation (TxDOT). Many cities have intense pride in their civic organizations, so TxDOT created the City Pride Sign Program to provide a place to display these signs without interfering with official traffic control devices.

WHY CAN'T THE CIVIC ORGANIZATION SIGNS BE PLACED OFF THE RIGHT OF WAY?

State and federal laws and restrictions of the Highway Beautification Act of 1965 make posting such signs difficult. In the past, only a few signs had received TxDOT approval to be posted within the right of way. The City Pride Sign Program encourages civic organizations to remove their existing, off right of way signs and place them on the City Pride Sign.

WHO DECIDES IF A CITY CAN HAVE A CITY PRIDE SIGN?

Each city will decide if a City Pride Sign is needed and where it should be placed. If the city wants to erect a City Pride Sign, the city must have a written agreement with TxDOT to determine the exact placement, construction and maintenance requirements of the sign.

WHERE ARE CITY PRIDE SIGNS TYPICALLY LOCATED?

City Pride Signs will be located along highway entrances to the city, 300 to 800 feet from existing city limit signs and on the right side of the road. A city may have a City Pride Sign for each highway entering the city, except along controlled-access highways such as interstates. However, City Pride Signs will be allowed on the right side of the controlled-access highway access road. City Pride Signs are intended for non-controlled access, U.S. or state highways, including secondary highways such as FMs, RMs, RRs, spurs, loops, etc.

WILL THE CITY BE ALLOWED TO ERECT TWO OR MORE CITY PRIDE SIGNS ALONG THE SAME HIGHWAY ENTRANCE TO THE CITY?

Only one City Pride Sign will be allowed per non-controlled-access highway approach entering a city. Example: if there were six non-controlled access highway entrance points to the city, the city could build six City Pride Signs, one on each highway.

DOES TxDOT APPROVE THE LOCATION OF THE CITY PRIDE SIGN?

The local TxDOT district office, in conjunction with the city, determines the exact location of City Pride Signs.

CAN TxDOT BUILD A CITY PRIDE SIGN FOR OUR CITY? WHO WILL PAY FOR THE SIGN?

The city is responsible for construction and maintenance costs for the City Pride Sign. Since the sign is owned by and is the responsibility of the city, TxDOT cannot build the sign. City materials and personnel can be used to construct a sign or a sign building contractor can be hired. The Associated General Contractors of Texas (AGC) can provide names of contractors familiar with TxDOT specifications. AGC can be reached at (512) 478-4691.

WHAT DOES A CITY PRIDE SIGN COST? HOW BIG CAN IT BE?

Depending on the design, TxDOT estimates a cost range of \$100 to \$2,000. The maximum size of a City Pride Sign is 80 square feet (10 feet wide by 8 feet high). In addition to sign designs developed by TxDOT, the city can submit alternate designs as long as the sign meets TxDOT specifications and maintains breakaway capability.

WHAT IS BREAKAWAY CAPABILITY?

TxDOT-approved sign supports are designed to break away from the sign foundation if hit by a vehicle. This reduces driver and passenger injury. Over the years, breakaway signs have saved thousands of lives.

OUR CITY WOULD LIKE TO LANDSCAPE A SMALL AREA AROUND OUR CITY PRIDE SIGN SUPPORTS. WOULD THIS BE ALLOWED?

Small plants, flowers and shrubbery will be allowed. Trees, structures of landscaping timbers, stones, concrete or brick will not be allowed. All landscaping is the responsibility of the city. TxDOT is not responsible for maintaining, watering, mowing, trimming or replacing items due to damage caused by vehicles, vandalism, theft, fire, inclement weather or TxDOT construction and maintenance activities.

CAN THE CITY PRIDE SIGN BE ILLUMINATED? ARE FLASHING LIGHTS, STROBES OR CHRISTMAS LIGHTS ALLOWED?

A City Pride Sign cannot be illuminated externally or internally.

OUR CITY IS PROUD TO BE THE FIVE-TIME STATE HIGH SCHOOL AAA FOOTBALL CHAMPIONS. WILL THIS INFORMATION BE ALLOWED?

The city may post the city name, announcement or slogan it deems appropriate in letters up to 8 inches high.

WILL TxDOT HAVE APPROVAL AUTHORITY CONCERNING THE CIVIC ORGANIZATION SIGNS OR CONTENT?

TxDOT requires that the civic organization signs do not contain:

- commercial advertising;
- signs that resemble official traffic control devices; and
- city ordinances or regulations.

Otherwise, the display of civic organization signs is at the discretion of the city. When a civic organization requests that its sign be displayed on the City Pride Sign, the civic organization will be directed to the city for approval — not TxDOT.

WHAT HAPPENS WHEN THE CITY PRIDE SIGN BECOMES FULL?

The city has the authority to determine the order, arrangement and length of display for civic organization signs.

IS A NON-INCORPORATED COMMUNITY ELIGIBLE FOR A CITY PRIDE SIGN?

Yes.

IF A CITY PRIDE SIGN IS DAMAGED, NEGLECTED, BECOMES AN EYESORE, OR IS NOT MAINTAINED TO TxDOT SPECIFICATIONS FOR BREAKAWAY CAPABILITY, WHAT WILL TxDOT DO?

TxDOT will notify the city of non-compliance with the City Pride Sign agreement. The agreement states that the city must replace or remove damaged or faded civic organization signs and maintain sign structure and supports to ensure stability and breakaway capability. If deficiencies are not corrected in a timely manner, TxDOT will remove the sign at the city's expense.

WHAT HAPPENS IF OUR CITY DECIDES NOT TO PARTICIPATE IN THE CITY PRIDE SIGN PROGRAM?

This is a voluntary program. However, TxDOT encourages all organizations to relocate their non-official signs within the right of way to an approved City Pride Sign. Non-official signs within the right of way or signs attached to TxDOT sign supports will be removed by Sept. 1, 1998.

OUR CITY HAS SUPERIOR WATER SUPPLY AND CLEAN TEXAS 2000 SIGNS ATTACHED TO CITY LIMIT SIGNS. WHAT WILL HAPPEN TO THEM?

These signs will be removed from TxDOT sign supports by Sept. 1, 1998. Superior Water Supply and Clean Texas 2000 signs are to be mounted on separate supports near the city limit signs. Signs already placed near the city limit sign that meet City Pride Sign requirements may remain.

WHAT ARE THE STEPS FOR OBTAINING A CITY PRIDE SIGN?

- Contact your local city leaders.
- City leaders contact the local TxDOT office for a copy of the written agreement.
- TxDOT will help the city select a suitable location for the sign.
- The city completes the agreement and submits plans for building a City Pride Sign.
- Upon TxDOT's approval, the city may build and erect a City Pride Sign.

PLEASE CALL YOUR LOCAL TxDOT OFFICE FOR FURTHER DETAILS.

Abilene	915/676-6800	Laredo	210/712-7400
Amarillo	806/356-3200	Lubbock	806/745-4411
Atlanta	903/796-2851	Lufkin	409/634-4433
Austin	512/832-7000	Odessa	915/332-0501
Beaumont	409/892-7311	Paris	903/737-9300
Brownwood	915/646-2591	Pharr	210/702-6100
Bryan	409/778-2165	San Angelo	915/944-1501
Childress	817/937-7100	San Antonio	210/615-1110
Corpus Christi	512/808-2300	Tyler	903/510-9100
Dallas	214/320-6100	Waco	817/867-2700
El Paso	915/774-4200	Wichita Falls	817/720-7700
Fort Worth	817/370-6500	Yoakum	512/293-4500
Houston	713/802-5000		

Date: March 14, 2013

Agenda Item No: CONSENT ITEMS - C.

I. Subject:

Consider authorizing the City Manager to execute a City Pride Sign Agreement with TXDOT.

II. Originated by:

Bob Hart, City Manager

III. Summary:

Please see the attached agreement.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

1.	Sign Agreement	sign.pdf
----	----------------	----------

CITY PRIDE SIGN AGREEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS AGREEMENT, made on the dates hereinafter shown, by and between the State of Texas, hereinafter called the "State," represented by the Executive Director of the Texas Department of Transportation, acting for and in behalf of the Texas Transportation Commission, and the City of _____, hereinafter called the "City."

W I T N E S S E T H

WHEREAS, the State owns, operates, and maintains a system of highways for public use and benefit, in the City of _____; and

WHEREAS, the City desires and has requested authority to construct or have reconstructed the

City Pride Sign along the roadway(s)

of: _____

_____, and

at the location(s) shown on construction plans, attached hereto and made part of this Agreement.

A G R E E M E N T

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth,

and in accordance with Title 43, Texas Administrative Code, Chapter 25, Subchapter H, it is agreed as follows:

1. The State grants to the City permission to construct or to have reconstructed, the City Pride Sign(s) within the right-of-way as shown on construction plans and to be maintained by the City as stipulated in the Municipal Maintenance Agreement with the City of _____, dated _____, 19_____.

PLANS, SPECIFICATIONS AND CONSTRUCTION PROCEDURES

2. The City, at no cost to the State, shall prepare or have prepared, complete construction drawings, plans and specifications for the proposed City Pride Sign(s), State approved breakaway sign supports, foundations, appurtenances, and incidental items. No construction work shall be performed on highway right-of-way until these plans and specifications have been approved in writing by the State. After such approval has been given, no changes or alterations shall be made without the written approval of the State.
3. The plans and specifications shall be submitted to the District Engineer, Texas Department of Transportation, (*TxDOT District*), Texas for approval. Any changes or alterations which become necessary during the course of the work shall also be submitted to the District Engineer for approval.
4. The City, its contractor(s), or agents, shall submit a traffic control plan as required and in accordance with the Texas Manual on Uniform Traffic Control Devices to direct and protect vehicular and pedestrian traffic while construction work, including related activities, is in progress. Details and descriptions of these traffic handling measures shall be included in the plans and specifications when submitted for approval. If, during construction, it becomes necessary or

desirable to modify the traffic control measures as specified, prior approval must be obtained from the State's District Engineer in (*TxDOT District*).

5. The City shall construct, or have constructed, at its entire cost and expense, the proposed City Pride Sign(s) and incidental items referred to in paragraph 1 and 2 above. The State shall have the right to inspect the work on highway right-of-way at any time during the progress of the work, and to make final inspection upon completion. Construction operations will be conducted in a manner acceptable to the District Engineer or their authorized representative. The City, its contractor(s) or agents, shall correct any deficiencies revealed by the State's inspection of the work or of the traffic control and protection measures, where such deficiencies could have an adverse affect on public use of the highway or the safety and convenience of the traveling public.
6. Upon completion of the work authorized herein, the City shall submit copies of the as-built plans and specifications, including any changes or alterations, showing the City Pride Sign(s) in their completed state within 45 days to the State's District Engineer in (*TxDOT District*) for permanent records of the State.
7. The City agrees to pay all damages accruing to the State, by reason of injuries to the right-of-way, roadbed, pavement, and/or bridge owned by the State, when such damages are caused by the City's construction, operations, maintenance or rehabilitation on said roadway. To the extent allowed by law, the City also agrees to indemnify and save harmless the State from any and all claims, demands, actions or causes of action, due to damage to property or injury to or death of persons arising from or growing out of or in any manner connected with work on said roadway project including, but not limited to, all court costs, attorney fees and other expenses incurred in connection with suits for such damage and shall, if so requested in writing, assist or relieve the

State from defending any such suits brought against it. In addition, the City shall require its contractor(s) and subcontractor(s) to secure a policy of insurance in the maximum statutory limits for tort liability, naming the State as an additional insured under its terms, and maintain the required insurance coverages in full force and effect during any period that work is performed on the State right-of-way. Adequate insurance, as a minimum shall mean the City contractor(s) shall furnish the State with the Texas Department of Transportation's Certificate of Insurance covering the below listed insurance coverages:

A. Worker's Compensation Insurance Amount - Statutory

B. Comprehensive General Liability Insurance

Amounts	Bodily Injury	\$600,000 combined single limit each
	Property Damage	occurrence and in the aggregate

OR

Commercial General Liability Insurance

Amounts	Bodily Injury	\$250,000 each person
	Property Damage	\$100,000 each occurrence

C. Texas Business Automobile Policy

Amounts	Bodily Injury	\$250,000 each person
	Property Damage	\$100,000 each occurrence

The State shall be included as an "Additional Insured" by Endorsement to policies issued for coverages listed in B and C above. A "Waiver of Subrogation Endorsement" in favor of the State shall be a part of each policy for coverages listed in A, B, and C above. A certified copy of these endorsements shall be submitted to the State with the evidence of coverage. The City and/or its contractor(s) shall be responsible for any deductions stated in the policy.

LOCATION

8. One City Pride Sign shall be allowed per eligible highway entrance to the City. A City Pride Sign shall be located on the right-hand side of the roadway unless otherwise approved in writing by the State. A City Pride Sign shall be located between 300 and 800 feet of the city limits at a location approved by the State. A City Pride Sign shall take advantage of the natural terrain, have the least impact on the scenic environment, avoid visual conflict within the State highway right-of-way, have a lateral offset greater than existing guide signs, not block the motorist's view of existing traffic control signs, and be placed in locations other than hanging above the highway.
9. A City Pride Sign shall not be located adjacent to the main lanes of full controlled access highway; however, a City Pride Sign may be located on the right-hand side of the access road.
10. The City may landscape the area adjacent to the City Pride Sign(s) upon written approval of the plans by the State's District Engineer in the (*TxDOT District*). Only small plants, flowers, and shrubbery will be allowed. Permanent structures or items such as large stones, masonry, berms, landscape timbers, etc. shall not be allowed. The State assumes no responsibility for watering, maintenance or damage due to State maintenance and construction activities, fire, theft or vandalism.

CITY PRIDE SIGN

11. The sign face of a City Pride Sign or the combined total area of the attachment signs displayed shall not exceed 80 square feet total. A City Pride Sign shall not contain words, symbols, or messages that:
 - A. May be construed as advertising, including, but not limited to, the offering of products and services.

B. Contain notification of municipal ordinances or regulations, or

C. Resemble official traffic control devices.

12. Banners, flags, streamers, flashing lights, or other appurtenances shall not be attached to a City Pride Sign or sign supports. Sign supports shall be galvanized metal or painted solid white.
13. A City Pride Sign shall not be illuminated internally or externally.
14. A City Pride Sign may contain the name of the City, message, or slogan no greater than eight inches in height. The City may include a seal or symbol that is commonly used to represent the City.
15. If a City Pride Sign requires background material, it shall be painted brown (Sherwin Williams #2315 or equivalent) or have brown reflective material affixed to the sign face meeting State specifications. Lettering upon the brown background shall be white and may be any script or font. A white 2 inch border is optional. Lettering and border shall be painted white (Sherwin Williams #2130 or equivalent) or have white reflective material affixed to the sign face meeting State specifications.

ATTACHMENT SIGNS

16. Attachment signs or civic information signs are provided by a non-profit civic organization or governmental entity that display points of interest or geographical, recreational, cultural, or civic information. A civic organization must be located within or have a member who resides in the City, and complies with all applicable law concerning the provisions of public accommodation without regard to race, religion, color, sex, or national origin.

17. Attachment signs may be any color or combination of colors and may be in any design or shape. Attachment signs shall not be greater than 48 inches in width and 36 inches in height, and shall not consist of text, symbols, trademarks or a legend message identifying the name or abbreviation of a commercial establishment, service or product, or contain supplemental address or directional information such as meeting dates or locations.
18. A civic organization shall apply to the City for permission to display an attachment sign upon the City Pride Sign. The City shall notify/contact the civic organization in writing if the civic organization does not meet the requirements of eligibility as stated herein. The civic organization shall have 30 calendar days after written notification to meet the requirements herein.
19. The City shall approve all attachment signs and determine the order, arrangement, and duration of display. Attachment signs shall be placed upon a City Pride Sign as to provide a balanced appearance. Attachment signs shall remain within the borders of a City Pride Sign and shall not overlap.
20. A civic organization shall have only one attachment sign per City Pride Sign unless the City and civic organization agree to said organization's multiple attachment signs upon a City Pride Sign.
21. The City shall remove an attachment sign of a participating civic organization if the civic organization ceases to exist, does not meet the requirements stated herein, or has not provided a replacement sign after 60 days of the City or State's written notification that the attachment sign is damaged, broken, faded, or has become a hazard due to failure to build to specifications, inclement weather, inadequate maintenance, accidental damage, or other cause.

MISCELLANEOUS

22. Signs from the Texas Natural Resource Conservation Commission (TNRCC), the SUPERIOR (or APPROVED) WATER SUPPLY and CLEAN TEXAS 2000 signs, shall be erected and maintained to State specifications at the sole expense of the TNRCC and the City. TNRCC signs shall not be allowed as attachments to State signs or sign supports.
23. Signs from the Texas Historical Commission (THC), the HISTORICAL MARKERS IN CITY signs, shall be erected and maintained to State specifications at the sole expense of the City. THC signs shall not be allowed as attachments to State signs or sign supports.
24. Signs from Keep Texas Beautiful (KTB), the signs that show a city's dedication to the mission of preventing litter and promoting beautification for the Keep Texas Beautiful Proud Community Program, shall be erected and maintained to State specifications at the sole expense of the City. KTB signs shall not be allowed as attachments to State signs or sign supports.
25. Upon completion of the City Pride Sign(s), all attachment signs, TNRCC, THC and KTB signs previously erected on State sign supports shall be removed and relocated to the City Pride Sign or individual supports as outlined herein for TNRCC, THC, and KTB signs.
26. The State shall not require fees from the City for participating in the City Pride Sign Program. The City shall not require fees from the civic organizations or governmental entities for display upon a City Pride Sign.
27. While installing or maintaining a City Pride Sign, the City shall cooperate with any State contractor working on the State highway system at that location.
28. In the event that the State determines that it is necessary to repair, construct, reconstruct and/or make any changes in the highway facility for reasons other than those specified herein, the City shall

be responsible for all costs necessary for removal and relocation of the City Pride Sign.

29. The City shall remove a City Pride Sign if it has not provided a replacement sign within 60 calendar days of written notification from the State that the sign is damaged, broken, faded or has become a hazard due to failure to build to specifications, inclement weather, inadequate maintenance, accidental or other cause. After 60 days, the City Pride Sign not removed or replaced will be removed by the State at the expense of the City. The State may terminate this agreement upon default of the City.
30. This Agreement shall bind, and shall be for the sole and exclusive benefit of the respective parties and their legal successors.

IN TESTIMONY WHEREOF, the parties hereto have affixed their signature, the City of

_____ on the _____ day of _____, 19____,
and the State on the _____ day of _____, 19_____.

CITY OF _____

THE STATE OF TEXAS

By: _____
(Signature)

Executed by the District Engineer for the Executive
Director and approved for the Texas Transportation
Commission under the authority of Minute Order
107005, for the purpose and effect of activating
and carrying out the orders, established policies or
work programs by the Texas Transportation
Commission.

Typed Name

Title

ATTEST:

APPROVED:

Title

By: _____
(Signature name,), P.E.
District Engineer

(Typed Name)

Date: _____

Date: March 14, 2013

Agenda Item No: CONSENT ITEMS - D.

I. Subject:

Consider approval of meeting minutes from February 14, 2013.

II. Originated by:

III. Summary:

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

VII. Alternative Actions:

VIII. Attachments:

1.	minutes	02.14.2013 CC Minutes.doc
----	---------	---------------------------

**KENNEDALE CITY COUNCIL
MINUTES
REGULAR MEETING
February 14, 2013
CITY HALL COUNCIL CHAMBERS, 405 MUNICIPAL DRIVE**

I. CALL TO ORDER

Mayor Clark called the work session to order at 5:30PM.

II. WORK SESSION

A. Review executive limitations and discuss council management delegation.

III. REGULAR SESSION

Mayor Clark called the meeting to order at 7:00PM.

IV. ROLL CALL

Present: Mayor John Clark, Brian Johnson, Charles Overstreet, Frank Fernandez, Kelly Turner, Liz Carrington

Absent: None

V. INVOCATION

VI. UNITED STATES PLEDGE

VII. TEXAS PLEDGE

VIII. VISITOR/CITIZENS FORUM

Three individuals signed up to speak.

1. Pat Doescher, Chair of the Chamber of Commerce announced the following:
 - "Kennedale Day" legislative tour to Austin took place on February 12th, 40 community members attended. Pat presented the Mayor with a proclamation from Senator Wendy Davis, which Mayor Clark read aloud.
 - Business after hours will be held at Primerica on February 19th
 - Chamber Luncheon with Ken Shetter will be held on February 20th
2. Jeffrey Nevarez, members of the Art in the Park Committee, approached the Council, announcing that a silent auction to raise money for scholarships will be held on February 22nd at Red's Roadhouse.
3. Bill Massey, of 313 S. Dick Price Rd, asked council to address issues related to large trucks, road conditions, air braking, debris, and railroad backup on Dick Price Road.

IX. REPORTS/ANNOUNCEMENTS

A. Presentation of Government Finance Officers Association (GFOA) Award of Financial Reporting Achievement to City of Kennedale Finance Department for year ending September 30, 2011 and Sakura Moten-Dedrick, Director of Finance & Information Technology.

Bob Hart announced that the city finance department and Sakura Moten-Dedrick had received the Government Finance Officers Association award for the 9th year in a row.

B. Proclamation regarding the Celebration Rally for Texas public schools.

Mayor John Clark read this proclamation aloud and announced that the rally will be held at the Mansfield Performing Arts Center on February 21st.

C. Updates and information from the Mayor and Councilmembers, if any.

- Mayor Clark announced that he and the City Manager had met with US Senator Ted Cruz.
- Councilmember Johnson thanked Pat Doescher and the Chamber of Commerce for organizing the legislative day trip to Austin. He noted that the recent meetings with TCEQ and TRTC were productive.
- Councilmember Overstreet also mentioned that the recent meeting with TCEW regarding remediation in the area of Village Creek was productive.

D. Updates and information from the City Manager, if any.

Bob Hart introduced Tiffany Penhallogen, the city's new Municipal Court Administrator, to the Council. He also announced that a KKB cleanup day will be held on March 30th from 9am to noon, and that the KKB was recently recertified as a Tree City USA. Mr. Hart announced that the 2013 Citizen Survey was currently available online and he encouraged all residents to take a few minutes to provide feedback on Kennedale.

X. CONSENT ITEMS

A. Consider approval of meeting minutes from January 10, 2013 regular meeting and January 31, 2013 governance workshop.

B. Discuss and consider authorizing temporary permission to Art in the Park to sell alcohol in TownCenter Park during the Art in the Park event from April 5, 2013 through April 7, 2013.

C. Consider accepting the 2012 Racial Profiling Report.

D. Consider authorizing the City Manager to execute a contract in the amount of \$69,600.00 with Corrosion Eliminators, Inc. for emergency repairs to the T-2 750,000 gallon standpipe.

E. Final acceptance of and payment on the Little School Road Improvement project with Conatser Construction.

Motion To approve the consent agenda as presented. **Action** Approve, **Moved By** Kelly Turner,
Seconded By Frank Fernandez
Motion Passed Unanimously

XI. REGULAR ITEMS

A. Public hearing and consideration of an an Ordinance regarding case # PZ 12-08, a request by Bowerman Oil & Gas for a zoning change from "R-3" Single Family Residential district to "AG" Agricultural district for a portion of Lot 1R, Block A, Bowerman Addition, being approximately 2.610 acres at 205 N Joplin (formerly 1309 Swiney Hiatt).

1. Staff presentation
Rachel Roberts approached the council, noting that the owner purchased this lot to store livestock, that he owns the surrounding property and was previously granted a special exception.
2. Applicant presentation
No presentation necessary.
3. Public hearing
Mayor Clark opened the public hearing. No one signed up to speak at the hearing and it was closed.
4. Applicant response
No response necessary.
5. Staff response
No response necessary.
6. Action by the City Council

Motion To approve case PZ # 12-08 as presented. **Action** Approve, **Moved By** Frank Fernandez, **Seconded By** Kelly Turner
Motion Passed Unanimously

B. Public Hearing to approve and pledge City funding for the 39th Year Community Development Block Grant project to replace sanitary sewer lines and manholes on Caylebait Drive.

1. Staff presentation
Larry Ledbetter approached the council, noting that for the next CDBG program, the city is pursuing a project to replace sanitary sewer lines and manholes on Caylebait Drive in the old town area.
2. Public hearing
Mayor Clark opened the public hearing. No one signed up to speak and the hearing was closed.
3. Staff response
No response necessary.
4. Action by the City Council
Council took action on this item through approval of the next agenda item (XI-C)

C. Consider approval of a Resolution authorizing the city to pledge funding in the amount of \$33,043.00 toward the 39th year Community Development Block Grant project with Tarrant County to replace sanitary sewer lines and manholes on Caylebait Drive in Kennedale.

Motion To approve Resolution 403, authorizing the city to pledge funding in the amount of

\$33,043.00 toward the 39th year Community Development Block Grant project with Tarrant County to replace sanitary sewer lines and manholes on Caylebit Drive in Kennedale. **Action** Approve, **Moved By** Frank Fernandez, **Seconded By** Kelly Turner
Motion Passed Unanimously

D. Consider approval of an Ordinance providing for the appointment of prescribed magistrates Sakura Moten Dedrick and Tiffany Panhallegon-Oakes for the Kennedale Municipal Court.

Motion To approve Ordinance 516 appointing Sakura Moten Dedrick and Tiffany Panhallegon-Oakes as magistrates for the Kennedale Municipal Court . **Action** Approve, **Moved By** Liz Carrington, **Seconded By** Charles Overstreet
Motion Passed Unanimously

XII. EXECUTIVE SESSION

No executive session was held.

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

XIV. ADJOURNMENT

Motion To adjourn . **Action** Adjourn, **Moved By** Brian Johnson, **Seconded By** Kelly Turner.
Motion Passed Unanimously

The meeting was adjourned at 7:37 PM.

Date: March 14, 2013

Agenda Item No: REGULAR ITEMS - A.

I. Subject:

Discuss and consider action for approval of Independent Auditor's Report for year ended September 30, 2012.

II. Originated by:

Sakura Moten-Dedrick, Director of Finance & IT

III. Summary:

The auditor's opinion on the financial statements for the year ended September 30, 2012 is that the statements present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the discretely-presented component unit, each major fund, and the aggregate remaining fund information of the City as of September 30, 2012. The statements also present the respective changes in financial position and cash flows, where applicable, and the budgetary comparison for major fund-types, thus demonstrating the City of Kennedale's end of year financial report is in conformity with the Generally Accepted Accounting Principles (GAAP) as provided by the Governmental Accounting Standard Boards (GASB) of America.

A copy of the actual bound Comprehensive Annual Financial Report (CAFR) that will be submitted to the Government Financial Officer's Association (GFOA) will be available for public review on the City's website by Mar 31, 2013. Staff is in the process of putting it together for the March deadline. However, we have attached a copy of the Independent Auditor's Report that is brought before you every year (will be emailed to the Council for review prior to workshop and regular meeting).

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

Staff recommends Council accept the Independent Auditor's Report as presented by Patillo, Brown, & Hill, LLP.

VIII. Attachments:

Date: March 14, 2013

Agenda Item No: REGULAR ITEMS - B.

I. Subject:

Public Hearing to discuss the annexation of 0.723 acres of land located at the site of the previous Bowman Springs Bridge near the intersection with Winding Creek Drive. 1. Staff Presentation
2. Public Hearing
3. Staff Response and Summary

II. Originated by:

Rachel Roberts, City Planner

III. Summary:

Public Hearing only. No action at this time.

The site service plan is attached.

The land for proposed annexation is identified as follows:

These public hearings are to discuss the annexation of the site of the previous Bowman Springs Bridge, specifically described as follows: Being a tract of land located in the E.R. Mingus Survey, Abstract No. 1114, Tarrant County, Texas, and being more particularly described as follows: BEGINNING at a point in the North line of said Mingus Survey, lying N88°47'52"E, a distance of 294.94 feet from the Northwest corner of said Mingus Survey, said point by City of Kennedale ordinance dated January 13, 1949, Lying East 100 yards from said Northwest corner of Mingus Survey; THENCE N88°47'52"E, a distance of 403.23 feet along said North line of Mingus Survey to a point in the Northerly line of the 62.156 acre tract of land described in the deed to Riverview Development Corporation recorded in Volume 13850, Page 316, Deed Records, Tarrant County, Texas, as shown on exhibit in City of Kennedale Ordinance No. 176; THENCE along said Northerly line of 62.156 acre tract as follows: 1. Southwesterly, 19.64 feet along a non tangent curve to the right, having a radius of 229.63 feet, a central angle of 04°53'58" and a chord bearing S65°33'05"W, 19.63 feet to a point; 2. S67°55'20"W, passing the Northwest corner of said 62.156 acre tract, and the Northeast corner of a 12.691 acre tract described in said deed to Riverview Development, in all continuing along the Northerly line of said 12.691 acre tract a distance of 414.38 feet to an 1/2" iron rod found at the Northwest corner of said 12.691 acre tract, said iron rod being in the West line of said tract described in City of Kennedale ordinance dated January 13, 1949; THENCE N00°28'11"W, a distance of 155.42 feet along said West line to the point of beginning, containing 0.723 acres of land. The bearings recited hereon are oriented to NAD 83 North Central Texas zone.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

None

VII. Alternative Actions:

VIII. Attachments:

1.	Service Plan	Bowman Springs Annexation Service Plan.docx
----	--------------	---

MUNICIPAL SERVICE PLAN

Annexation of the site of the previous Bowman Springs Bridge, approximately 0.723 acres of land which is currently owned by Tarrant County.

Services to be Provides upon the Effective Date of Annexation

FIRE AND AMBULANCE SERVICE

The City of Kennedale, Texas will provide, or cause to be provided, fire protection and ambulance service to the newly annexed tract at the same or similar level of service now being provided to other areas of the City of Kennedale, Texas, with similar topography, land use, and population.

POLICE AND ANIMAL CONTROL

The City of Kennedale, Texas will provide, or cause to be provided, police protection and animal control service to the newly annexed tract at the same or similar level of service now being provided to other areas of the City of Kennedale, Texas, with similar topography, land use, and population.

WATER AND WASTEWATER AND MAINTENANCE OF SAME

The City of Kennedale will provide, or cause to be provided, water and wastewater service to the newly annexed tract at the same or similar level of service now being provided to other areas of the City of Kennedale, Texas, with similar topography, land use, and population. Any and all water or wastewater facilities owned or maintained by the City of Kennedale, Texas at the time of the proposed annexation shall continue to be maintained by the City of Kennedale, Texas. Any and all water and wastewater facilities, which may be acquired subsequent to the annexation of the proposed area, shall be maintained by the City of Kennedale, Texas, to the extent of its ownership.

ROADS AND STREETS AND MAINTENANCE OF SAME

Any and all roads, streets, or alleyways that have been dedicated to the City of Kennedale, Texas, or which are owned by the City of Kennedale, Texas shall be maintained to the same degree and extent that other roads, streets, and alleyways are maintained in areas with similar topography, land use, population, and density. Any and all lighting of roads, streets, and alleyways that may be positioned in a right-of-way, roadway, or utility company easement shall be maintained by the applicable utility company servicing the City of Kennedale, Texas pursuant to the current rules, regulations, and fees of the City of Kennedale, Texas.

SOLID WASTE

The City of Kennedale will provide, or cause to be provided, solid waste service to the newly annexed tract at the same or similar level of service now being provided to other areas of the City of Kennedale, Texas, with similar topography, land use, and population, to the extent that the City has access to the area to be serviced.

MAINTENANCE OF LIBRARIES, PARKS, PLAYGROUNDS, AND SWIMMING POOLS

No libraries, parks, playgrounds, or swimming pools are now located in the area proposed for annexation. In the event any park, playground, or swimming pool is created and is a public facility, the City of Kennedale, Texas, will maintain such areas to the same extent and degree that it maintains parks, playgrounds, and swimming pools and other similar areas of the City now incorporated in the City of Kennedale, Texas.

STORM WATER

The City of Kennedale will provide, or cause to be provided, storm water maintenance to the newly annexed tract at the same or similar level of service now being provided to other areas of the City of Kennedale, Texas, with similar topography, land use, and population.

MAINTENANCE OF PUBLIC OWNED FACILITY, BUILDING, OR MUNICIPAL SERVICE

The City Council of the City of Kennedale, Texas is not aware of the existence of any publicly owned facilities, buildings, or other municipal service now located in the area proposed for annexation. In the event any such publicly owned municipal facility, building, or municipal service does exist and are public facilities, the City of Kennedale, will maintain such areas to the same extent and degree that it maintains publicly owned facilities, buildings, or municipal services of the City now incorporated in the City of Kennedale, Texas.

CAPITAL IMPROVEMENTS

GENERAL

The City policy for extending water and wastewater service is to extend service on an as required basis when development applications or subdivision plans are submitted to the City in accordance with the City's subdivision and development ordinances.

Landowners may be required to fund capital improvements necessary to provide service in a manner consistent with law. Nothing in this plan shall be interpreted to require a landowner with newly annexed area to fund capital improvements necessary to provide municipal services in a manner inconsistent with Chapter 395 of the Local Government Code, unless otherwise agreed to by the landowner.

POLICE PROTECTION, FIRE PROTECTION, AND EMERGENCY MEDICAL SERVICES

The City Council of the City of Kennedale, Texas finds and determined it to be unnecessary to acquire or construct any capital improvements for the purposes of providing police protection, fire protection, or emergency medical service. The City Council finds and determines that it has at the present time adequate facilities to provide the same type, kind, and level of protection and service which is presently being administered to other areas already incorporated in the City of Kennedale, Texas, with the same or similar topography, land use, and population density, without reducing by more than the negligible amount of the level of fire, police, and without reducing by more than the negligible amount of the level of fire, police, and emergency medical services provided within the corporate limits of the City.

WATER FACILITIES AND SERVICES

The City Council of the City of Kennedale, Texas, has determined it to be unnecessary to acquire or construct any capital improvements for the purposes of providing water service. The City Council finds and determines that it has at the present time adequate facilities to provide the same type, kind, and level of water service which is presently being administered to other areas already incorporated in the City of Kennedale, Texas, with the same or similar topography, land use, and population density, without reducing by more than the negligible amount of the level of water service provided within the corporate limits of the City.

SEWER SERVICE

The City Council of the City of Kennedale, Texas, has determined it to be unnecessary to acquire or construct any capital improvements for the purposes of providing sewer service. The City Council finds and determines that it has at the present time adequate facilities to provide the same type, kind, and level of sewer service which is presently being administered to other areas already incorporated in the City of Kennedale, Texas, with the same or similar topography, land use, and population density, without reducing by more than the negligible amount of the level of sewer service provided within the corporate limits of the City.

ROADS AND STREETS

The City Council of the City of Kennedale, Texas, has determined it to be unnecessary to acquire or construct any capital improvements for the purposes of providing roads and streets. The area to be annexed has no structures, will not have structures built upon it, and is already accessible by existing roads and streets at the same level of service presently being administered to areas already within the corporate limits of the City.

SPECIFIC FINDINGS

The City Council of the City of Kennedale, Texas finds and determines that this proposed Service Plan will not provide any fewer services, and it will not provide a lower level of service in the area proposed to be annexed than were in existence in the proposed area at the time immediately preceding the annexation process.

Because of the differing characteristics of topography, land utilization and population density, the service levels which may ultimately be provided in the newly annexed area may differ somewhat from the services provided in other areas of the City of Kennedale, Texas. These differences are specifically dictated because of differing characteristics of the property and the City of Kennedale, Texas will undertake to perform consistent with this contract as to provide the newly annexed area with the same type, kind and quality of service presently enjoyed by the citizens of the City of Kennedale, Texas who reside in areas of similar topography, land utilization and population.

Date: March 14, 2013

Agenda Item No: REGULAR ITEMS - C.

I. Subject:

Case PZ # 13-01 to receive comments and consider action on an ordinance amending Chapter 17 "Planning and Land Development," Article VI "Zoning" of the Code of Ordinances of the City of Kennedale, Texas, by adding additional criteria for determining a reasonable amortization period for the purpose of discontinuing nonconforming uses by a date certain. 1. Staff Presentation

2. Public Hearing

3. Staff Response and Summary

4. Action by the City Council

II. Originated by:

III. Summary:

The comprehensive plan establishes a vision for Kennedale's future based on the community's needs, as well as a desired quality of life and sense of place. But before the vision in the comprehensive plan can be realized, some non-conforming uses in Kennedale will need to be eliminated. Section 17-428(i)(6) of the code authorizes the board of adjustment to remove non-conforming uses, but the code provides very little guidance on how the city should proceed with terminating such uses. The proposed ordinance for your consideration would add a procedure for amortization and would give the Council authority for initiating removal of non-conforming uses.

Staff recommends approval.

IV. Fiscal Impact Summary:

V. Legal Impact:

The proposed ordinance would provide a clear process for amortization of non-conforming uses. The process would then be used in future actions to eliminate non-conforming uses, when deemed necessary by city council.

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

1.	PZ 13-01 adopting ordinance	Amortization ordinance 3-2-13.docx
----	-----------------------------	------------------------------------

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 17 “PLANNING AND LAND DEVELOPMENT”, ARTICLE VI “ZONING” OF THE CODE OF ORDINANCES OF THE CITY OF KENNEDALE, TEXAS, BY ADDING ADDITIONAL CRITERIA FOR DETERMINING A REASONABLE AMORTIZATION PERIOD FOR THE PURPOSE OF DISCONTINUING NONCONFORMING USES BY A DATE CERTAIN; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVING A PENATLY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE, PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council has adopted a Zoning Ordinance, which ordinance regulates and restricts the location and use of buildings, structures and land for trade, industry, residence and other purposes, and provides for the establishment of zoning districts of such number, shape and area as may be best suited to carry out these regulations; and

WHEREAS, Section 17-428 of the Zoning Ordinance provides that it is the declared purpose of the Zoning Ordinance that nonconforming uses be eliminated and be required to conform to the regulations prescribed in this section with due regard for the property rights of the persons affected when considered in light of the public health, safety, and welfare, the character of the area surrounding the nonconforming use and the conservation and preservation of surrounding properties and their values; and

WHEREAS, the Board of Adjustment has the authority under Section 17-428 of the Zoning Ordinance to take action to abate, remove, limit or terminate any nonconforming use or building under reasonable guidelines as set forth in Section 17-430; and

WHEREAS, the City Council deems it to be in the best interest of the public health, safety, and welfare that in determining a reasonable amortization period for nonconforming uses certain factors should be considered; and

WHEREAS, a public hearing was duly held by the Planning and Zoning Commission of the City of Kennedale on the 21st day of February, 2013, and by the City Council on the 14th day of March, 2013, with respect to the adoption of this proposed amendment to the Zoning Ordinance; and

WHEREAS, all requirements of law dealing with notice and publication and all procedural requirements for adoption of this ordinance have been complied with in accordance with the Zoning Ordinance and Chapter 211 of the Local Government Code.

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

SECTION 1.

Chapter 17, Article VI, Section 17-428, of the Kennedale City Code is hereby amended by repealing Subsection (i)(6).

SECTION 2.

Chapter 17, Article VI, Section 17-428, of the Kennedale City Code is hereby amended by adding a new Subsection (j) to read as follow:

(j) *Amortization of nonconforming uses and structures.*

- (1) The board of adjustment shall, from time to time, on its own motion, or upon direction of the city council, inquire into the existence, continuation or maintenance of any nonconforming use or structure within the city. If the board of adjustment or the city council determines that amortization of a nonconforming use is appropriate, the board shall take specific action to abate, remove, limit or terminate any nonconforming use or structure under a reasonable plan whereby the owner's investment in the nonconforming use or building can be recouped through amortization over a definite period of time, taking into consideration the general character of the neighborhood and the necessity for all property to conform to the regulations of this article.
- (2) The board of adjustment shall conduct a hearing for the purpose of determining a date certain for termination of the nonconforming use or removal of the nonconforming structure, or both, with respect to the property. Prior notice of such hearing shall be given to the property owner.
- (3) The date established for termination of the nonconforming use or removal of the nonconforming structure shall give the property owner a reasonable opportunity to recover its investment in the nonconforming use or structure from the time such use or structure became nonconforming.
- (4) The board of adjustment shall measure the reasonableness of the opportunity for recoupment of the property owner's investment by conditions existing at the time such use or structure became nonconforming.
- (5) The following factors shall be considered by the board of adjustment in determining a reasonable amortization period:
 - a. The owner's capital investment in structures, fixed equipment, and other assets that cannot reasonably be used in conformance with the zoning district regulations (excluding inventory and other assets that may be feasibly transferred to another site) made on the property before the time the use, the structure, or both, as applicable, became nonconforming. Costs of replacements, improvements or additions made after the structure or use became nonconforming shall not be included. Costs of the land or

structures that reasonably can be used for a conforming use shall not be included.

- b. Any costs that are directly attributable to the establishment of a compliance date, including demolition expenses and relocation expenses.
 - c. Recovery of investment, including net income and depreciation, and any profit or loss realized on the investment.
 - d. General character of the neighborhood in proximity to the nonconforming use or structure and the necessity for all property within the city to conform to the regulations of the Zoning Ordinance.
- (6) Once the board of adjustment establishes a compliance date for a nonconforming use, the use must cease operations on or before that date and it may not operate thereafter except in compliance with the applicable zoning district regulations.
- (7) If the board of adjustment establishes a termination date for a nonconforming structure, the structure must be completely removed from the property by that date, by demolition or otherwise, and such structure may not be reconstructed or relocated in any other location in the city where it would not be in conformance with all provisions of the Zoning Ordinance.

SECTION 3.

Chapter 17, Article VI, Section 17-430 of the Kennedale City Code is hereby amended by repealing Subsection (e)(3) and revising (e)(4) to read as follows:

- (4) Require the discontinuance of a nonconforming use or building under a reasonable plan whereby the owner's investment in the nonconforming use or building can be recouped through amortization over a definite period of time, taking into consideration the criteria set forth in Section 17-428.

SECTION 4. PROVISIONS CUMULATIVE

This ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances of the City of Kennedale, Texas, as amended, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances and such Code, in which event the conflicting provisions of such ordinances and such Code are hereby repealed.

SECTION 5. PROVISIONS SEVERABLE

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if any phrase, clause sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not

affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 6.

Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this Ordinance shall be fined no more than Two Thousand Dollars (\$2,000.00) for each violation, and in addition shall pay all costs and expenses involved in the case. Each day a violation occurs is a separate offense. Nothing herein contained shall prevent the City from taking such other lawful action as is necessary to prevent or remedy any violation.

SECTION 7.

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

SECTION 8.

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

SECTION 9. EFFECTIVE DATE

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

PASSED AND APPROVED ON THIS _____ DAY OF _____, 2013.

John Clark, Mayor

ATTEST:

Amethyst G. Cirimo, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Wayne K. Olson, City Attorney

Date: March 14, 2013

Agenda Item No: REGULAR ITEMS - D.

I. Subject:

Consider action to accept certification of unopposed candidates, and approve an Ordinance canceling the May 11th, 2013 election.

II. Originated by:

Amethyst G. Cirimo, City Secretary and Communications Coordinator

III. Summary:

Please see the attached information related to the 2013 election. The election will be cancelled as there are no opposed candidates.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

1.	1	2013 Certification of Unopposed Candidates.doc
2.	2	Canceling 2013 General Election.docx

CERTIFICATION OF UNOPPOSED CANDIDATES *CERTIFICACIÓN DE CANDIDATOS ÚNICOS*

To: Mayor John Clark, Mayor and Members of the Kennedale City Council

At: John Clark, Alcalde

As the authority responsible for having the official ballot prepared, I hereby certify that the following candidates are unopposed for election to office for the election scheduled to be held on May 11, 2013.

Como autoridad a cargo de la preparación de la boleta de votación oficial, por la presente certifico que los siguientes candidatos únicos para elección para un cargo en la elección que se llevará a cabo el 11 de Mayo, 2013.

<u>Office(s), Cargo(s)</u>		<u>Candidate(s), Candidato(s)</u>
Council Place 1	–	Charles Overstreet
Council Place 3	–	Brian Johnson
Council Place 5	–	Frank Fernandez

Amethyst G. Cirimo
City Secretary
City of Kennedale

Date

ORDINANCE NO. ____

AN ORDINANCE CANCELING THE MAY 11, 2013 GENERAL ELECTION AND DECLARING EACH UNOPPOSED CANDIDATE ELECTED TO OFFICE; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, in accordance with law the city council of the City of Kennedale ordered a general election has been ordered for to be held on May 11, 2013 for the purpose of electing council members to serve in Place 1, Place 3 and Place 5 on the city council in the City of Kennedale; and

WHEREAS, no proposition is to appear on the ballot in that election; and

WHEREAS, the city secretary has certified in writing that each candidate on the ballot is unopposed for election to office; and

WHEREAS, the filing deadlines for placement on the ballot and declaration of write-in candidacy have passed; and

WHEREAS, in these circumstances Subchapter C of Chapter 2 of the Election Code authorizes a the governing body to declare each unopposed candidate elected to office and to cancel the election.

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

SECTION 1

The following candidates, who are unopposed in the May 11, 2013 general election, are hereby declared elected to office, and shall be issued a certificate of election at the time prescribed in the Election Code for canvassing of votes:

Charles Overstreet	Council Place 1
Brian Johnson	Council Place 3
Frank Fernandez	Council Place 5

SECTION 2

The general election previously ordered for May 11, 2013 for the purpose of electing council members to serve on the city council in the City of Kennedale is hereby canceled.

SECTION 3

The city secretary is directed to post a copy of this ordinance at each designated polling place on May 11, 2013.

SECTION 4

This ordinance shall be cumulative of all provisions of ordinances of the City of Kennedale, Texas, except where the provisions of this ordinance are in direct conflict with the provision of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 5

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

SECTION 6

This ordinance shall be in full force and effect from and after its passage, and it is so ordained.

PASSED AND APPROVED ON THIS 14th DAY OF MARCH, 20142013.

APPROVED:

Mayor John Clark

ATTEST:

Amethyst G. Cirimo, City Secretary

APPROVED AS TO FORM AND LEGALITY

Wayne K. Olson, City Attorney

Date: March 14, 2013

Agenda Item No: REGULAR ITEMS - E.

I. Subject:

Discuss and consider approval of an appointment to Place 3 of the Keep Kennedale Beautiful Commission

II. Originated by:

Kelly Cooper, Director of Human Resources

III. Summary:

Tuesday, March 5, 2013 NaMicha Williams sent a letter resigning her position with the Keep Kennedale Beautiful Commission for personal reasons. The Keep Kennedale Beautiful Commission has two alternate position and would like to recommend the City Council move one of the alternates into Place 3 and then advertise to fill the alternate.

Keep Kennedale Beautiful Board members are present to answer any questions you may have.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

1.	Resignation Letter	Resignation Letter2_0001.pdf
2.	KKB Attendance Record	KKB Attendance Records_0001.pdf

Kelly Cooper

From: NaMicha Williams [REDACTED]
Sent: Tuesday, March 05, 2013 10:35 AM
To: Pat Turner
Cc: Stephen Brim; LaCresha Sanders; Michael Chandler; Rachel Rogers; Vickie Chandler; Laurie Sanders; Sandy Valentino; Kelly Cooper; Larry Hoover
Subject: Re: Look what NRH did

Hello All,

I'm writing to apologize for my absence with the KKB. Balancing a little one, working full time, and coaching has proven to be a huge balancing act. I feel horrible because this is something I feel passionate about, but I feel as if I am taking up a spot for someone who could be more involved. I hate to resign but I know you all need people who can work. Trust me this is not something I want. I hope to be able to be more active in the future. Sorry for any inconvenience this may have caused!

Many Blessings,

NW

Keep Kennedale Beautiful Commission		Jan 2012	Feb 2012	Mar 2012	Apr 2012	May 2012	June 2012	July 2012	August 2012	Sept 2012	Oct 2012	Nov 2012	Nov 26 Work session	Dec 8 Butterfly Garden Work day	Dec 2012	Jan. 2013	Feb. 2013	Mar. 2013	April 2013	May 2013
Place 1	Stephen Brim	X	X	X	X	X	X	X	X	X	X	X	X	X	*	X	X	X		
Place 2	LaCresha Sanders	X	A	X	X	X	X	X	X	A	X	X	X	X	*	X	X	X		
Place 3	NaMichaWilliams	X	X	X	A	A	X	X	A	A	A	A	A	A	*	A	A			
Place 4	Michael Chandler	X	X	X	X	X	X	X	X	X	X	X	X	X	*	X	X	X		
Place 5	Wilda Turner	X	X	X	A	X	A	X	A	X	X	X	X	X	*	X	X	X		
Place 6	Rachel Rogers	X	X	A	X	A	X	A	X	X	X	A	X	X	*	X	X	X		
Place 7	Vicki Chandler	X	A	X	X	X	X	X	X	X	X	X	X	X	*	X	X	X		
Alt 8	Laurie Sanders	N	N	N	N	N	N	N	E	X	A	A	A	X	*	A	A			
Alt 9	Fred Winters	X	X	A	A	A	A	A	A	X	X	X	X	X	*	A	X	X		

A=Absent

X= Present

N= Not a member

E = Month appointed by Council

* No Meeting

Date: March 14, 2013

Agenda Item No: REGULAR ITEMS - F.

I. Subject:

Discuss and consider supporting HB 626 regarding a change in the TMRS definition of part-time employment.

II. Originated by:

Kelly Cooper, Director of Human Resources

III. Summary:

HB 626 was filed this legislative session regarding the "part-time" employee definition for purposes of Texas Municipal Retirement System (TMRS). The current law is very limiting regarding part-time personnel for the purposes of TMRS, meaning part-time employee's may not work over 1,000 hours each year (or 20 hours per week) or they become eligible for participation in TMRS. This eligibility creates an additional expense for the city. HB 626 increases the hours an employee is eligible to work before TMRS participation is required, to 1,500 hours or approximately 29 hours per week.

Staff requests a letter of support for HB 626 be sent to The Honorable Bill Callegari, House Committee on Pensions Chair. If the bill is passed, the city would then be required to adopt the definition by local ordinance. The Ordinance could include a grandfather clause that would exclude those part-time employees currently participating in TMRS to continue their participation, should the city desire to do so.

This bill serves as a beneficial tool, if passed and adopted to potentially increase available part-time hours without additional costs associated with TMRS contributions.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

Date: March 14, 2013

Agenda Item No: REGULAR ITEMS - G.

I. Subject:

Consider sending a letter of opposition to HB 1496 to local representatives.

II. Originated by:

Bob Hart, City Manager

III. Summary:

TML has alerted cities to a new bill working its way through the legislative process, HB 1496. The passage of this bill could result in the city losing the ability to protect the health and safety of citizens by removing the city's authority through ordinance to manage drilling of oil or gas well distances from homes, schools and parks. If approved the bill would essentially permit gas and oil wells anywhere in the city, obliterating these protections (property, property values, health and safety) that homeowners seek when moving to the city.

City Staff is requesting City Council to approve sending a letter of opposition to HB 1496 to our representatives, Senator Wendy Davis and House Representative Bill Zedler.

Mineral interests are a large part of the Texas economy, but the ability of cities to protect the health and safety of their citizens through thoughtful regulations keeps Texas an attractive and safe place to live. H.B. 1496 would eradicate that authority, and perhaps the safety and value of where you live.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

Date: March 14, 2013

Agenda Item No: REGULAR ITEMS - H.

I. Subject:

Consider setting dates for upcoming governance meetings.

II. Originated by:

Bob Hart, City Manager

III. Summary:

Bob Hart will discuss potential dates for future governance meetings.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

Date: March 14, 2013

Agenda Item No: EXECUTIVE SESSION - A.

I. Subject:

The City Council will meet in closed session pursuant to Section 551.074 of the Texas Government Code to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.

1. City Manager's annual performance evaluation.

II. Originated by:

Bob Hart, City Manager

III. Summary:

Please see the attached document.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

None

VII. Alternative Actions:

VIII. Attachments:

1.	CM Eval	cm eval.pdf
----	---------	-------------