



KENNEDALE CITY COUNCIL AGENDA

REGULAR MEETING | FEBRUARY 20, 2024 AT 5:30 PM
CITY HALL COUNCIL CHAMBERS | 405 MUNICIPAL DRIVE, KENNEDALE, TX 76060

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

I. CALL TO ORDER

To address the Kennedale City Council regarding an agenda item, submit a 'Request to Speak' form before the meeting begins. Speakers are allotted three (3) minutes, must limit their comments to the subject indicated on the form, and should address the Kennedale City Council as a whole, rather than individual members or staff. Pursuant to Texas Government Code §551.071, the Kennedale City Council reserves the right to adjourn into Executive (Closed) Session at any time during the meeting to seek legal advice from the City Attorney on any item posted on the agenda.

A. ROLL CALL

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

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

II. VISITOR AND CITIZEN FORUM

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

III. PUBLIC HEARING

- A. **PZ CASE #24-01** Conduct a public hearing and consider a proposed zoning change request from "AG-Agriculture District" to "TH-Townhome district" for approximately 4.27 acres being Tract 3f 3f1 of the Renfro, Jesse B Survey, Abstract No. 1260, and Tract 3C1 HS, Abstract 1285, located at 516 Crestview Dr, City of Kennedale, Tarrant County, Texas.
- B. **PZ Case #24-02** To conduct public hearing and consider a proposed zoning change request from "PD-Planned Development District," Moderno Development, to "PD-Planned Development District," Absar LLC Development, for approximately 6 acres 3775 Kennedale New Hope Road, Robert C Richey Survey, Abstract No 1327, Tract 2K and 2L, and 3771 Kennedale New Hope Road, Robert C Richey Survey, Abstract 1359, Tract 1 D and 1 E, City of Kennedale, Tarrant County, Texas.

- C. **P&Z Case# 24-03** To conduct a public hearing and consider a proposed zoning change request from “R-3- Residential District” to “TH-Townhome District” for Block 8, Lots 10 and 11, of the Oak Crest Addition, located at 6817 Oak Crest Dr W and 6821 Oak Crest Dr., City of Kennedale, Tarrant County, Texas.
- D. Conduct a public hearing and consider approval on the participation with Tarrant County Community Development and House for the 50th Year Community Development Block Grant Program. This includes replacement of roughly 1250 linear feet of asbestos concrete water main, valve, and services. The system will be upgraded with an 8" PVC pipe, new valves, and new services along North Road, between North Dick Price Road and West 3rd Street.

IV. WORK SESSION

- A. WORK SESSION REPORTS
- B. 2023 ANNUAL REPORT FOR PUBLIC WORKS
- C. 2023 ANNUAL REPORT FOR HUMAN RESOURCES
- D. 2023 ANNUAL REPORT FOR FINANCE
- E. DISCUSSION AND/OR REQUESTS FOR CLARIFICATION OF ITEMS LISTED ON THE AGENDA

V. REGULAR SESSION

A. REPORTS AND ANNOUNCEMENTS

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

- 1. Updates from members of the Kennedale City Council
- 2. Updates from the Mayor
- 3. Updates from the City Manager
- 4. Financial Reports for the City and/or the EDC

B. CONSENT AGENDA

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

- 1. Approval of the minutes from the February 8, 2024 Special Meeting

2. Approval of a bid in the amount of \$391,014.00, submitted by Southwest Ambulance services for the purchase of a new ambulance using the Tarrant County Emergency Services Grant that was previously approved in June 2022 and any action necessary to authorize the City Manager or his designer to execute same on behalf of the City.

C. ITEMS FOR INDIVIDUAL CONSIDERATION

1. Approval of an agreement for Mutual Aid in Fire Protection and Emergency Medical Services with Tarrant County and any action necessary to authorize the City Manager or his deisgnee to execute same on behalf of the City.
2. Approval of a Professional Services Agreement between the City of Kennedale and Halff Associates, Inc. for a Stormwater Management Plan and any action necessary to authorize the City manager to execute same on behalf of the City.

VI. EXECUTIVE SESSION

The Kennedale City Council reserves the right to meet in Executive (Closed) Session at any time during the meeting pursuant to the below cited sections of the Texas Government Code:

- A. **PURSUANT TO §551.071** — *Consultation with the City Attorney pertaining to any matter in which the duty of the City Attorney under the Texas Disciplinary Rules of Professional Conduct may conflict with the Open Meetings Act, including discussion of any item posted on the agenda, legal issues regarding the Open Meetings Act.*
 1. Investigation Update
- B. **PURSUANT TO §551.072** — *Deliberation regarding the purchase, exchange, lease, or value of real property.*
- C. **PURSUANT TO §551.087** — *(1) Deliberation regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision.*

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

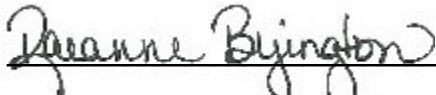
1. Planning and Zoning Commission vacancy.

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

VIII. ADJOURNMENT

CERTIFICATION

I DO HEREBY CERTIFY THAT THE FEBRUARY 20, 2024 KENNEDALE CITY COUNCIL AGENDA WAS POSTED INSIDE THE MAIN ENTRANCE OF CITY HALL (405 MUNICIPAL DRIVE), IN A PLACE CONVENIENT AND READILY ACCESSIBLE TO THE GENERAL PUBLIC AT ALL TIMES; AND THAT SAID AGENDA WAS POSTED AT LEAST SEVENTY-TWO (72) HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING, IN ACCORDANCE WITH CHAPTER 551 OF THE TEXAS GOVERNMENT CODE.



RAEANNE BYINGTON CITY SECRETARY

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

MEETING DATE: FEBRUARY 20, 2024

AGENDA ITEM NUMBER: REGULAR SESSION ITEM I.B.

SUBJECT

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

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

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

STAFF REPORT TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: FEBRUARY 20, 2024

AGENDA ITEM NUMBER: PUBLIC HEARING ITEM III.A.

SUBJECT

PZ CASE #24-01 Conduct a public hearing and consider a proposed zoning change request from "AG-Agriculture District" to "TH-Townhome district" for approximately 4.27 acres being Tract 3f 3f1 of the Renfro, Jesse B Survey, Abstract No. 1260, and Tract 3C1 HS, Abstract 1285, located at 516 Crestview Dr, City of Kennedale, Tarrant County, Texas.

ORIGINATED BY NATHAN GONZALES

SUMMARY

BACKGROUND AND OVERVIEW	
Request	Zoning Change from AG to TH
Applicant	Hue Tam Mann
Location	516 Crestview Dr
Surrounding Uses	Residential, Institutional/Civic, Agriculture
Surrounding Zoning	R-3 to the north, AG to the South and east, C1 to the west
Future Land Use Plan Designation	Neighborhoods
Staff Recommendation	Approve

CURRENT STATUS OF PROPERTY

The subject property is approximately 4.27 acres and contains an existing one-story residential structure that has sat vacant for a while. The home was previously used as a rental. The property is currently serviced by water and sewer on Crestview Drive. Access is also present. The lot is relatively flat and is sloped toward the creek to the east. The land owner is proposing to build a small-scale townhome development at this location. Unlike other types of development projects, this one is unique in that this will be owner-occupied development, in that he plans to own a portion of the units built so that he and his extended family members can live in. The proposed density is compliant with the limits City Council set last Spring in 2023, at 8 units an acre. At 4.27 acres, the maximum allowable units would be 34 units. The proposed development is 32 units. The east portion of the property will serve for site detention and open green space. The townhome community will also be HOA-maintained. A project narrative, concept plan, and sample elevations have been provided for your review.

SURROUNDING PROPERTIES & NEIGHBORHOOD

The property is surrounded by AG-Agricultural District zoned property to the south and east. These AG-zoned properties include single-family residences. The Kennedale Fire Station is located directly north, adjacent to the Crestdale Addition where single-family residential is present. The fire station and Crestdale Addition properties are

zoned R-3. To the west is the KISD Administration building and the James F. Delany Elementary football field.

STAFF REVIEW

LAND USE COMPATIBILITY

The proposed land use is *single-family attached*, or more commonly known as townhomes. The request to rezone the subject property to TH-Townhome District" would allow for the construction of 32 townhomes.

The proposed zoning is **compatible** with the surrounding uses.

COMPREHENSIVE PLAN CONSISTENCY

The 2012 Comprehensive Plan and Future Land Use Plan envision this part of town to be developed as "*Neighborhoods*". Sample development types include single-family, attached single-family, townhouse/rowhouse, context-sensitive small-scale multifamily, as well as cluster development.

The proposed rezoning is **consistent** with the Comprehensive Plan

RELATED GOALS AND TOOLS FROM THE COMPREHENSIVE LAND USE PLAN

Principle 2: Economic Prosperity- The following are excerpts from our adopted Comprehensive Plan:

- Promote access to housing. The 1949 Housing Act promised a "decent home...for every American family." This necessitates providing housing options for people of varying financial means and residential preferences (p. 4-3).
- Create a stable and equitable tax base. Diversify the mix of land uses across the city to reduce residents' tax burden. Keep sales tax dollars local by promoting opportunities to shop in Kennedale. Provide support so local businesses and artists flourish (p. 4-3).

By providing a mix of housing options such as the one proposed at this location, land uses are further diversified in Kennedale. It should be noted that this development is within walking distance of Kennedale Town Center and this can be an incentive to attract new business to the center of town.

Transect Planning- Our adopted Comprehensive Plan includes details about Transect Planning. While this plan is currently in the process of being updated, transect planning will likely play a role in determining what type of development is compatible with existing land uses. Another way to look at this planning concept is to simply consider the scale of density and intensity of uses within a community's town center as it expands outwards towards its more rural outer regions. For example, busy commercial corridors may be buffered by appropriately scaled, higher-density development such as mixed-use or multifamily development. These multi-family developments are then buffered by smaller-scale uses such as offices and such as townhomes and duplexes. Furthermore, these areas are buffered by the traditional single-family home and rural offerings. Below is a visual example from the Center for Applied Transect Studies that explains the concept of transect planning (Figure A):

THE TRANSECT AND COMMUNITY UNITS

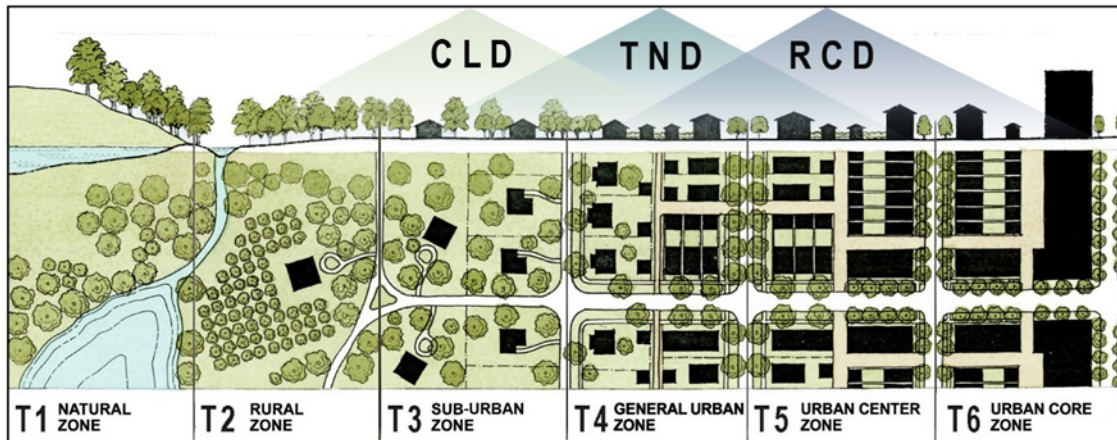


Figure A- Transect Planning
(Courtesy of Duany Plater-Zyberk & Company, https://transect.org/rural_img.html)

Our Comprehensive Plan details transect planning on Page 4-6. This concept is currently visible in the present built environment, to a degree, here in Kennedale (Figure B):

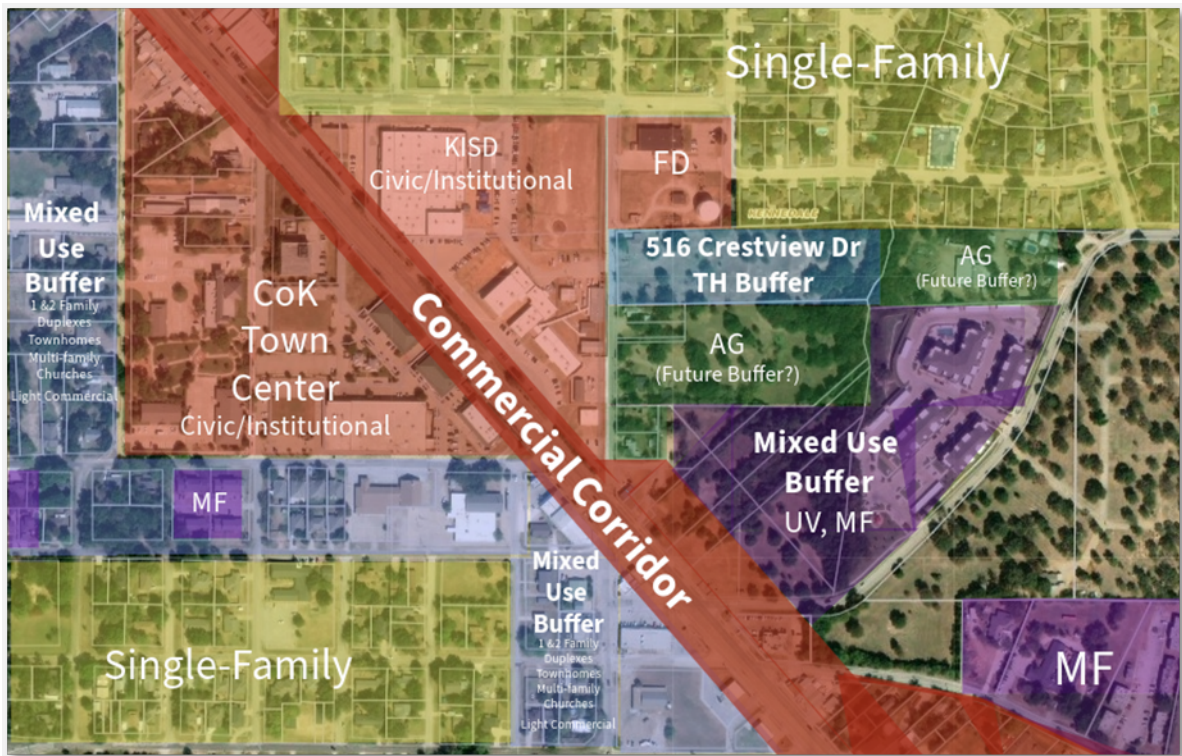


Figure B- Existing Conditions

As depicted in Figure B, the Kennedale Town Center and KISD buildings buffer adjacent property from the heavily traveled Kennedale Parkway/Business 287.

Starting at the Town Center and moving outward to the west we find a mix of land uses which include office, retail, single-family, 2-family (duplexes), townhomes, and small-scale multi-family. This area serves as a transition zone of sorts, buffering the traditional single-family homes found in the Old Town District, S New Hope Rd, and the property west of Sonora Park.

From the KISD property to the east, we find both multi-family and commercially zoned property. There is also existing acreage zoned AG-Agriculture which buffers the single-family neighborhoods of Crestdale Addition. Located within these AG buffers is the subject property at 516 Crestview Dr. Given this, the proposed zoning change to TH-Townhome is compatible, further insulating the existing single-family neighborhoods from the busy commercial corridor that is Business 287.

DETAILS FROM THE DUNAWAY COMMUNITY SURVEY

This past October, Dunaway conducted a community-wide survey as part of their efforts to assist with updating our Comprehensive Plan. Key takeaways included the community’s desire for a variety of single-family housing options (See Figures C & D):



Figure C- Key Takeaways from Dunaway Survey

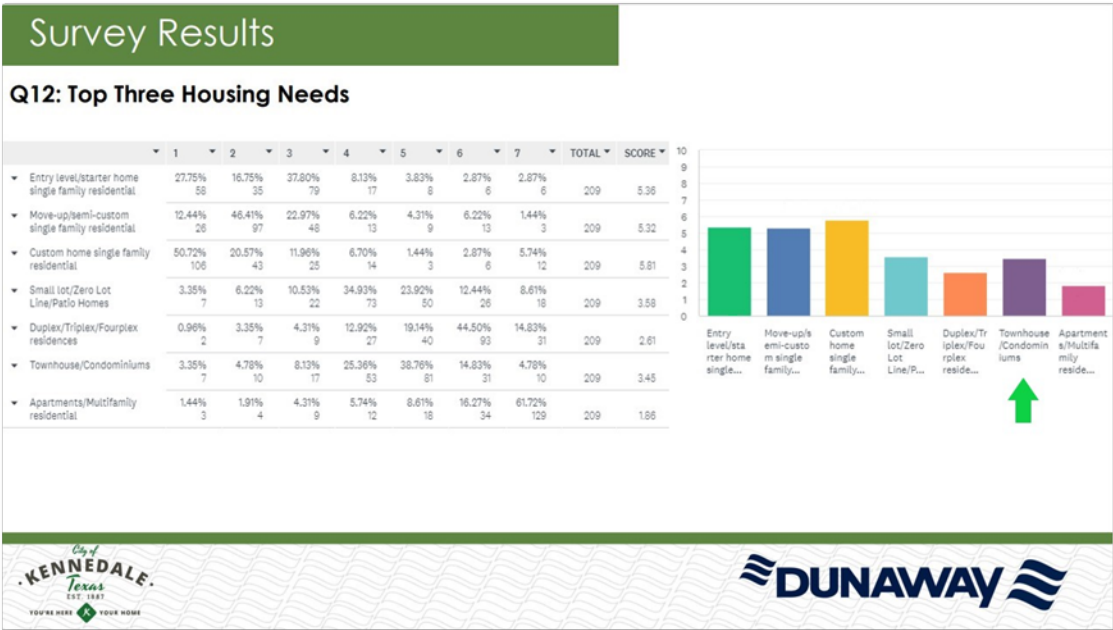


Figure D- Housing Needs from Dunaway Survey

Townhomes are single-family units separated by a firewall. When a building is separated by a firewall, each side of the building is reviewed as a single building even though there may be a row or bank of units attached. As townhomes are defined in our UDC as *single-family, attached*, a case can be made that these may be considered as an option for single-family housing needs. One caveat exists, however. The residential building code requires an automatic fire sprinkler system for all residential dwellings. This includes single-family, two-family, and townhomes. The state legislature, however, signed into law an exception to this rule for one and two-family detached dwellings. Single-family, attached, dwellings such as townhomes would still require a sprinkler system.

Lastly, the community survey noted a desire for more residential housing options in the town center (See Figure E). As previously noted, the proposed project would provide additional residential housing in the town center and is within walking distance of the Town Center. If this project is developed, sidewalks will be installed, extending sidewalks provided by the new fire station remodel. This section of town currently does not have any sidewalks in the area. Improving walkability is a key component of our current Comprehensive Plan, Future Land Use Plan, and recent community survey.

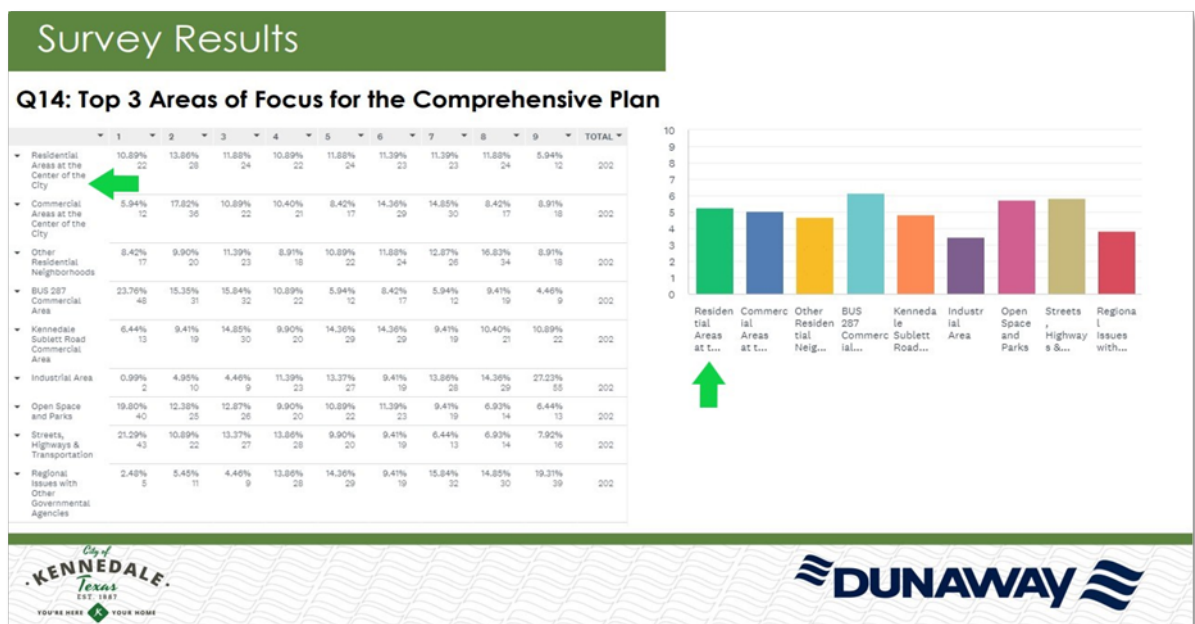


Figure E- Residential Desired in the Center of the City

The Planning and Zoning Commission held a public hearing on Thursday, January 25, 2024, to consider the request for a zoning change and recommended approval by a vote of 3-0.

To date, staff has received protests from (4) property owners within 200 FT of the subject property. The sum of the area represented by the landowners opposed equates to approximately 1.13 acres. The sum of the land area within the 200 FT buffer is approximately 16.5 acres. The protests received represent 6.84% of the total land area within the 200 FT buffer. As a result, only a simple majority is required to approve the zoning change.

STAFF RECOMMENDATION

The applicant's request for a zoning change to "TH- Townhome District" is compatible with the existing land use and is consistent with the current Comprehensive Plan, therefore staff has recommended approval.

Land Use Compatibility:

Comprehensive Plan Consistency:

Future Land Use Plan Consistency:

2023 Community Survey Consistency:

Staff Recommendation:

The requested change **is compatible**.

The requested change **is consistent**.

The requested change **is consistent**.

The requested change **is consistent**.

Approve

ATTACHMENTS

1.	516 Project Narrative	516 Project Narrative.pdf
2.	CONCEPTUAL SITE PLAN WITH CONTOURS	CONCEPTUAL SITE PLAN WITH CONTOURS.pdf
3.	CONCEPTUAL SITE PLAN WITHOUT CONTOURS	CONCEPTUAL SITE PLAN WITHOUT CONTOURS.pdf
4.	CONCEPTUAL UTILITY LAYOUT	CONCEPTUAL UTILITY LAYOUT.pdf
5.	METES AND BOUNDS DESCRIPTION	METES AND BOUNDS DESCRIPTION.docx
6.	516-CRESTVIEW-TOPIO Model (1)	516-CRESTVIEW-TOPIO Model (1).pdf
7.	Concept1	Concept1.jpg
8.	Concept2	Concept2.jpg
9.	Concept3	Concept3.jpg
10.	Site Posting	Site Posting.jpg
11.	McClatchy order IPL0152200	McClatchy order IPL0152200.pdf
12.	Star Telegram Notice Published	Star Telegram Notice Published.jpg
13.	516 Crestview GIS 200FT buffer snippet	516 Crestview GIS 200FT buffer snippet.jpg
14.	516 CRESTVIEW MAILING LIST0001	516 CRESTVIEW MAILING LIST0001.pdf
15.	Mailing List	Mailing List.pdf
16.	PZ 2401 Mailing Notice for 516 Crestview	PZ 2401 Mailing Notice for 516 Crestview.docx

516 Crestview Drive New Construction Project

HueTam Mann

6895 Mansfield Cardinal Rd.

Kennedale, TX 76060

11 / 16 / 2023

City Of Kennedale Planning and Zoning Department

Dear David Glover, Michael Brown, David Dickinson-Cuniff, Perry Clementi.

I have owned the property at 516 Crestview Drive, Kennedale, TX 76060 with my family since July of 2017. My purpose for buying this property is so that when the rest of my family migrates from Vietnam, which is close to happening now, I will have a location to house them as well as my family that is already here living in Kennedale with me.

I am partnering with Mr. Thanh Nguyen because of his vast knowledge and experience in building luxurious but affordable housing, which is my goal. With his help we can improve the land in a positive way and add value to the community.

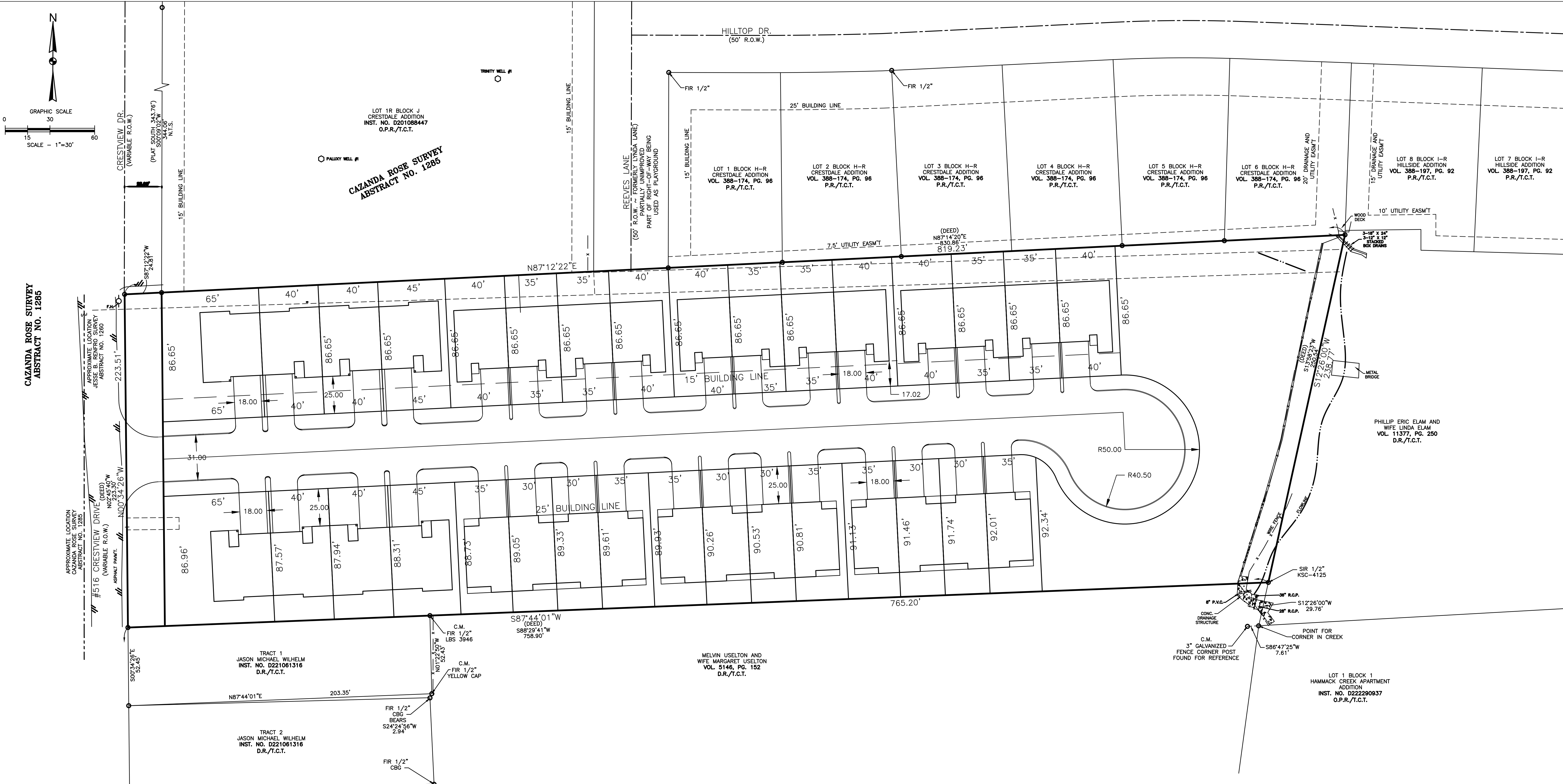
Our goal is to take what is now an empty piece of land with only one house on it and create an attractive neighborhood with varying facades, I want to avoid the cookie cutter appearance and add variety to the property, with Stone and Brick, with walkways, a Dog Park, and a playground.

The surrounding neighbors that I have spoken with, welcome the improvement, and I believe it will make the area safer with the property brought up to Kennedale city standards.

Thank you so much for your consideration in this matter. I look forward to meeting with you and working together to create a beautiful new neighborhood.

HueTam Mann

A handwritten signature in dark ink, appearing to be 'HueTam Mann', written in a cursive, flowing style.



OWNER/APPLICANT:

HUE TAM MANN
6895 MANSFIELD CARDINAL ROAD
KENNEDEALE, TEXAS 76060
682-558-2347

ENGINEER:

WALTER J. NELSON AND ASSOCIATES
F-0062
1812 CARLA AVENUE
ARLINGTON, TEXAS 76014
(817) 642-9119

CONCEPTUAL SITE PLAN

516 CRESTVIEW DRIVE
BEING 4.129 ACRES
CITY OF KENNEDEALE,
TARRANT COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION

Being a 4.129 acre tract of land in the Cazanda Rose Survey, Abstract No. 1285 and the Jesse B. Renfro Survey Abstract No. 1260, situated in the City of Kennedale, Tarrant County, Texas, said 4.129 acre tract described in deed to Hue Tam Thi Mann, recorded in Instrument No. D221246222, of the Official Public Records of Tarrant County, Texas, said 4.129 acre tract being more particularly described as follows;

COMMENCING at a 60-D nail found (N:6921793.2224 ~ E:2362072.6330, the basis of coordinates and bearings is the Texas State Plane Coordinate System, NAD83, Texas North Central Zone, 4202 "grid", all distances shown hereon are grid distances) at the northwest corner of Lot 1R, Block J, Crestdale Addition, an addition to the City of Kennedale, according to the plat thereof recorded in Instrument No. D201088447, of the Official Public Records of Tarrant County, Texas, said point also being in the east line of Crestview Drive (a variable width right-of-way);

THENCE S. 00°09'02" W., with the west line of said Lot 1R and the east line of Crestview Drive, a distance of 344.06 feet to a point for corner being the southwest corner of said Lot 1R and in the north line of said 4.129 acre tract;

THENCE S. 87°12'22" W., with the north line of said 4.129 acre tract, a distance of 24.81 feet to a 1/2 inch iron rod with cap marked "KSC 4125" set for the northwest corner of said 4.129 acre tract and in the east line of said Crestview Drive, said point being the POINT OF BEGINNING of herein described tract;

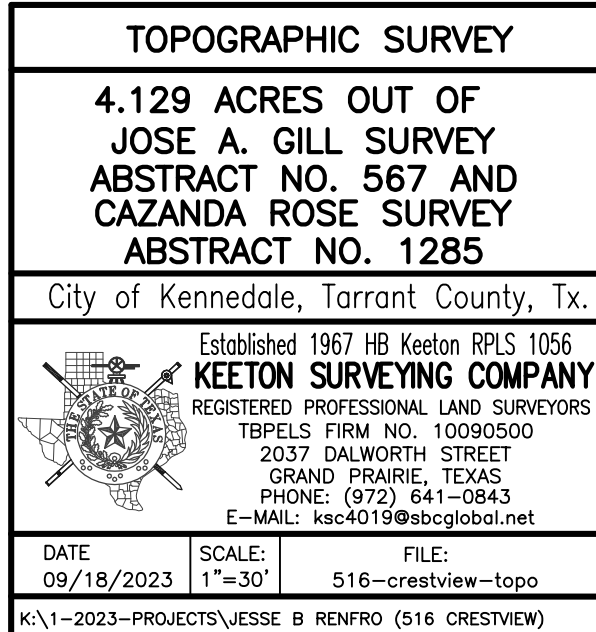
THENCE N. 87°12'22" E., with the north line of said 4.129 acre tract and the south line of said Lot 1R and Reeves Lane (formerly Lynda Lane ~ called 50 foot right-of-way, partially unimproved) passing at a distance of 364.93 feet a 1/2 inch iron rod found for the southwest corner of Lot 1, Block H-R, of Crestdale Addition, an addition to the City of Kennedale, according to the plat thereof recorded in Volume 388-174, Page 96, of the Plat Records of Tarrant County, Texas, continuing with the north line of said 4.129 acre tract and Lots 1, 2, 3, and 4, Block H-R, of said Crestdale Addition, passing at a distance of 738.25 feet a 1/2 inch iron rod found for the southwest corner of Lot 6, said Block H-R, continuing with the north line of said 4.129 acre tract and the south line of said Lot 6, a total distance of 819.23 feet to a 1/2 inch iron rod with cap marked "KSC 4125" set for the northeast corner of said 4.129 acre tract, the southeast corner of said Lot 6, and being in the west line of a tract of land described in deed to Phillip Eric Elam and Wife Linda Elam according to the deed thereof recorded in Volume 11377, Page 250, of the Deed Records of Tarrant County, Texas;

THENCE S. 12°26'00" W., with the common line of said 4.129 acre tract and said Elam tract, a distance of 238.77 feet to a 1/2 inch iron rod with cap marked "KSC 4125" set for the southeast corner of said 4.129 acre tract, from which a point for corner in a creek being the northwest corner of Lot 1, Block 1, Hammack Creek Apartment Addition, an addition to the City of Kennedale according to the plat thereof recorded in Instrument No. D222290937, of the Official Public Records of Tarrant County, Texas, bears S. 12°26'00" W., 29.76 feet and a 3 inch

galvanized fence corner post found for reference bears S. 86°47'25" W., 7.61 feet from said point for corner in creek;

THENCE S. 87°44'01" W., with the south line of said 4.129 acre tract and the north line of a tract of land described in deed to Melvin Uselton and wife Margaret Uselton, according to the deed thereof recorded in Volume 5146, Page 152, of the Deed Records of Tarrant County, Texas, passing at a distance of 562.16 feet a 1/2 inch iron rod with cap marked "LBS 3946" found for the common north corner of said Uselton tract and a tract of land described in deed to Jason Michael Wilhelm called Tract 1, according to the deed thereof recorded in Instrument No. D221061316, of the Deed Records of Tarrant County, Texas, continuing with the south line of said 4.129 acre tract and said Wilhelm Tract 1, a total distance of 765.20 feet to a 1/2 inch iron rod with cap marked "KSC 4125" set for the common west corner of said 4.129 acre tract and said Wilhelm Tract 1 and being in the east line of said Crestview Drive, from which two rods bear (1) S. 00°34'26" E., a distance of 52.45 feet to a 1/2 inch iron pipe found for the southwest corner of said Wilhelm Tract 1 and being in the east line of said Crestview Drive and (2) S. 00°34'26" E., a distance of 300.09 feet to a 5/8 inch iron rod found for the most west southwest corner of said Uselton tract and being in the east line of said Crestview Drive;

THENCE N. 00°34'26" W., with the common line of said 4.129 acre tract and said Crestview Drive, a distance of 223.51 feet to the POINT OF BEGINNING and CONTAINING 179,848 square feet or 4.129 acres of land, more or less.





AA

houseplans.pro



88

plans by Bruinier & associates

Duplex Plans

3 & 4 Plex

5+ Units

House Plans

Garage Plans

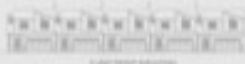
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Sample Plan

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Builders and homeowners, explore our collection of luxury townhouse plans, each designed with a main floor master bedroom and a convenient two-car garage. Start your project today!



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Builders and homeowners, explore our collection of luxury townhouse plans, each thoughtfully designed with a main floor master bedroom and a convenient two-car garage. Start building your vision today!

[Main Floor Plan](#)[Plan D-726](#)[Printable Flyer](#)

s and homeowners, explore our collection of luxury townhouse plans, each designed with a main floor master bedroom and a convenient two-car garage. Start your project today!





CITY OF KENNEDALE
A ZONING CHANGE HAS BEEN
REQUESTED FOR THIS LOT
FOR INFO CALL
817-985-2135



The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
The State
Ledger-Enquirer

Durham | The Herald-Sun
Fort Worth Star-Telegram
The Fresno Bee
The Island Packet
The Kansas City Star
Lexington Herald-Leader
The Telegraph - Macon
Merced Sun-Star
Miami Herald
El Nuevo Herald

The Modesto Bee
The Sun News - Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

Order Confirmation

CITY OF KENNEDALE
405 MUNICIPAL DR
KENNEDEALE TX 760602249

Order Number: 500887
Order PO:
Bill-To Account: 19300
Date: 12/15/23
Sales Contact: Nancy Calvery
Sales Contact Phone:

Dates	Order No.	Description	Product	Size	Billed Units	Times Run	Net Amount
12/17/2023 - 12/17/2023	500887	Print Legal Ad-IPL01522000 IPL0152200	FTW-Star-Telegram Legal Misc Legals CLS	1 x 69 L	69 L	1	\$0.00

Order Total Cost

\$0.00

Ad Preview

CITY OF KENNEDALE NOTICE OF PUBLIC HEARING

THE KENNEDALE PLANNING AND ZONING COMMISSION WILL HOLD A PUBLIC HEARING FOR THE FOLLOWING CASES ON THURSDAY, JANUARY 25, 2024 AT 6 P.M. IN THE CITY COUNCIL CHAMBERS, LOCATED AT 405 MUNICIPAL DRIVE, KENNEDALE, TARRANT COUNTY, TEXAS 76060:

PZ CASE #24-01 TO CONDUCT A PUBLIC HEARING AND CONSIDER A PROPOSED ZONING CHANGE REQUEST FROM "AG-AGRICULTURE DISTRICT" TO "TH-TOWNHOME DISTRICT" FOR APPROXIMATELY 4.27 ACRES BEING TRACT 3F 3F1 OF THE RENFRO, JESSE B SURVEY, ABSTRACT NO. 1260, AND TRACT 3C1 HS, ABSTRACT 1285, LOCATED AT 516 CRESTVIEW DR, CITY OF KENNEDALE, TARRANT COUNTY, TEXAS.

PZ CASE #24-02 PUBLIC HEARING AND CONSIDER A PROPOSED ZONING CHANGE REQUEST FROM "PD-PLANNED DEVELOPMENT DISTRICT," MODERNO DEVELOPMENT, TO "PD-PLANNED DEVELOPMENT DISTRICT," ABSAR LLC DEVELOPMENT, FOR APPROXIMATELY 6 ACRES 3775 KENNEDALE NEW HOPE ROAD, ROBERT C RICHEY SURVEY, ABSTRACT NO 1327, TRACT 2K AND 2L, AND 3771 KENNEDALE NEW HOPE ROAD, ROBERT C RICHEY SURVEY, ABSTRACT 1359, TRACT 1 D AND 1 E, CITY OF KENNEDALE, TARRANT COUNTY, TEXAS.

PZ CASE #24-03 TO CONDUCT A PUBLIC HEARING AND CONSIDER A PROPOSED ZONING CHANGE REQUEST FROM "R-3- RESIDENTIAL DISTRICT" TO "TH-TOWNHOME DISTRICT" FOR BLOCK 8, LOTS 10 AND 11, OF THE OAK CREST ADDITION, LOCATED AT 6817 OAK CREST DR W AND 6821 OAK CREST DR W, CITY OF KENNEDALE, TARRANT COUNTY, TEXAS.

A SECOND PUBLIC HEARING FOR THESE CASES WILL BE HELD BEFORE CITY COUNCIL ON TUESDAY, FEBRUARY 20, 2024, AT 5:30 PM IN THE CITY COUNCIL CHAMBERS, LOCATED AT 405 MUNICIPAL DRIVE, KENNEDALE, TARRANT COUNTY, TEXAS 76060.

INTERESTED PERSONS ARE ENCOURAGED TO ATTEND THE PUBLIC HEARINGS TO OFFER PUBLIC COMMENTS OR PROVIDE WRITTEN COMMENTS PRIOR TO THE MEETING TO: COMMUNITY DEVELOPMENT DEPARTMENT, 405 MUNICIPAL DRIVE, KENNEDALE, TX, 76060. FOR MORE INFORMATION, PLEASE CALL (817) 985-2135.

IPL0152200

Dec 17 2023

CITY OF KENNEDALE

NOTICE OF PUBLIC HEARING

THE KENNEDALE PLANNING AND ZONING COMMISSION WILL HOLD A PUBLIC HEARING FOR THE FOLLOWING CASES ON THURSDAY, JANUARY 25, 2024 AT 6 P.M. IN THE CITY COUNCIL CHAMBERS, LOCATED AT 405 MUNICIPAL DRIVE, KENNEDALE, TARRANT COUNTY, TEXAS 76060:

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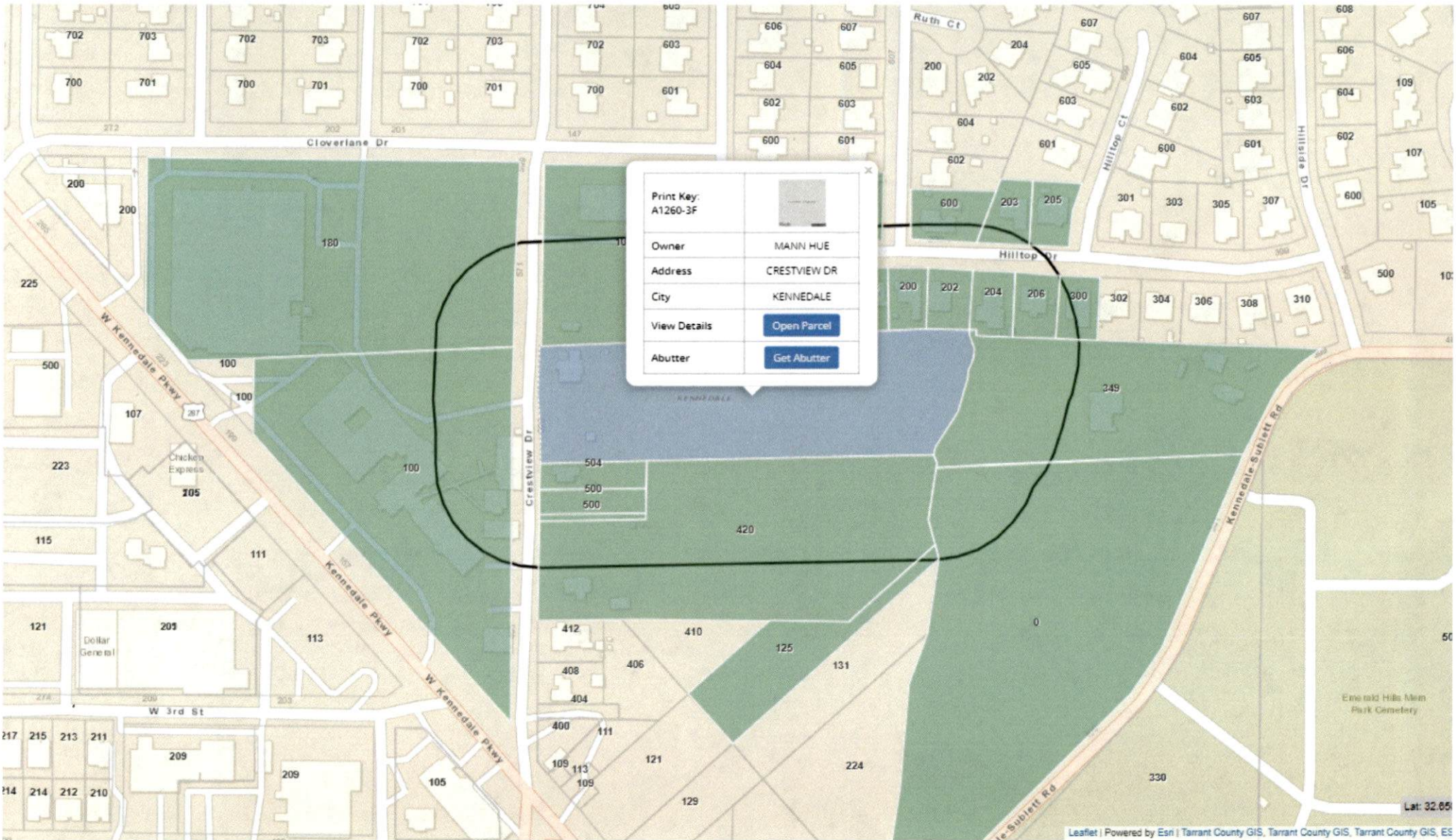
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Publication Dates





514 CRISTVIEW

16957N-2-2
WALTHER LARRY
PO BOX 33346
FORT WORTH, TX 76162

18418-1R-6
MCCARTY FLOYD
300 HILLTOP DR
KENNEDEALE, TX 76060

18418-1R-7
MUNIZ HERMINIA
206 HILLTOP DR
KENNEDEALE, TX 76060

18418-1R-7
DeAndra Muniz
206 HILLTOP DR
KENNEDEALE, TX 76060

18418-1R-8
JOPLIN GARY SCOTT
204 HILLTOP DR
KENNEDEALE, TX 76060

18418-3-25
ELLIOTT DOUGLAS
205 HILLTOP DR
KENNEDEALE, TX 76060

18418-3-26
CROSS PERSTON
203 HILLTOP DR
KENNEDEALE, TX 76060

8690-ER-13
BUCHANAN DAVID
6007 COPPERFIELD DR
ARLINGTON, TX 76001

8690-ER-14
MERSEAL JAMES
103 HILLTOP DR
MANSFIELD, TX 76063

8690-ER-15
SNELL LONNIE P
105 HILLTOP DR
KENNEDEALE, TX 76060

8690-ER-16
WOODARD BENNY H
107 HILLTOP DR
KENNEDEALE, TX 76060

8690-FR-12
GRAVES BROOKLYN
600 RUTH DR
KENNEDEALE, TX 76060

8690-HR-1
~~TATUM BRIAN~~ *William T*
100 HILLTOP DR
KENNEDEALE, TX 76060

8690-HR-2
LATOYA CHILDRESS
102 HILLTOP DR
KENNEDEALE, TX 76060

8690-HR-3
GUISELMAN RICHARD
104 HILLTOP
MANSFIELD, TX 76063

8690-HR-4
KOENIGSEDER AMY KATHERINE
106 HILLTOP DR
KENNEDEALE, TX 76060

8690-HR-5
KNOX MARSHA L
200 HILLTOP DR
KENNEDEALE, TX 76060

8690-HR-6
CONRAD MICHELLE LYNN
202 HILLTOP DR
KENNEDEALE, TX 76060

8690-J-1R
Indya Murray
405 MUNICIPAL DR
KENNEDEALE, TX 76060

A1260-3A
ELAM AUSTEN
349 KENNEDALE SUBLETT RD
KENNEDEALE, TX 76060

A1260-3F
MANN HUE
6895 MANSFIELD CARDINAL RD
KENNEDEALE, TX 76060

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MANN HUE
6895 MANSFIELD CARDINAL RD
KENNEDEALE, TX 76060

A1260-3G03
USELTON MARGARET S
PO BOX 275
KENNEDEALE, TX 76060

A1260-3G03A
WITHERSPOON PROPERTIES INC
632 LONESOME PRAIRIE TR
HASLET, TX 76052

A1260-3G04
WITHERSPOON PROPERTIES INC
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WITHERSPOON PROPERTIES INC
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A1285-3D
Katie Katie
120 W KENNEDALE PKWY
KENNEDEALE, TX 76060

514 CRESTVIEW

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Katie Katie
120 W KENNEDALE PKWY
KENNEDEALE, TX 76060

* *Morgan Fulwider*
103 Hilltop DR
Kenneedale Tx
76060

* *Richard Guiselman*
104 Hilltop DR
Kenneedale Tx
76060

PUBLIC HEARING RESCHEDULED

December 15, 2023

The Kennedale Planning and Zoning Commission will hold a public hearing for the following cases on Thursday, January 25, 2024 at 6 P.M. in the City Council Chambers, located at 405 Municipal Drive, Kennedale, Tarrant County, Texas 76060:

PZ CASE #24-01 TO CONDUCT A PUBLIC HEARING AND CONSIDER A PROPOSED ZONING CHANGE REQUEST FROM "AG-AGRICULTURE DISTRICT" TO "TH-TOWNHOME DISTRICT" FOR APPROXIMATELY 4.27 ACRES BEING TRACT 3F 3F1 OF THE RENFRO, JESSE B SURVEY, ABSTRACT NO. 1260, AND TRACT 3C1 HS, ABSTRACT 1285, LOCATED AT 516 CRESTVIEW DR, CITY OF KENNEDALE, TARRANT COUNTY, TEXAS.

A second public hearing for these cases will be held before City Council on Tuesday, February 20, 2024, at 5:30 PM IN the City Council Chambers, located at 405 Municipal Drive, Kennedale, Tarrant County, Texas 76060.



We are sending notification to those who own real property within 200 feet of the request in case they wish to attend the public hearings or provide written comments. You are not required to attend the public hearing, but if you choose to attend, you will have the opportunity to speak either in favor of or against the request(s). Written comments may be provided prior to the meeting to the City Secretary's Office, 405 Municipal Drive, Kennedale, TX 76060. If you would like more information about the case or public hearing process, please contact Nathan Gonzales at 817-985-2135 or ngonzales@cityofkennedale.com.



The agenda will be posted at 72 hours before the meeting at www.cityofkennedale.com/agendas and the meeting calendar is published at www.cityofkennedale.com/cal. For your reference, a map showing the property is below.

Sincerely,

Nathan Gonzales
Director of Community Development
City of Kennedale
405 Municipal Dr
Kennedale, TX 76060
ngonzales@cityofkennedale.com
(817)985-2135

STAFF REPORT TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: FEBRUARY 20, 2024

AGENDA ITEM NUMBER: PUBLIC HEARING ITEM III.B.

SUBJECT

PZ Case #24-02 To conduct public hearing and consider a proposed zoning change request from “PD-Planned Development District,” Moderno Development, to “PD-Planned Development District,” Absar LLC Development, for approximately 6 acres 3775 Kennedale New Hope Road, Robert C Richey Survey, Abstract No 1327, Tract 2K and 2L, and 3771 Kennedale New Hope Road, Robert C Richey Survey, Abstract 1359, Tract 1 D and 1 E, City of Kennedale, Tarrant County, Texas.

ORIGINATED BY NATHAN GONZALES

SUBJECT

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ORIGINATED BY NATHAN GONZALES

SUMMARY

BACKGROUND AND OVERVIEW	
Request	Zoning Change from PD (Moderno) to PD (Absar)
Applicant	Mohammed M. Rahman, ABSAR LLC
Location	3775 & 3771 Kennedale New Hope Rd
Surrounding Uses	Residential, Industrial
Surrounding Zoning	R-2 to the north, south, and west, I-Industrial to the east
Future Land Use Plan Designation	Neighborhood Village, Neighborhood Corridor, Neighborhoods
Staff Recommendation	Approve

CURRENT STATUS OF PROPERTY

The subject properties consist of two tracks, 3775 & 3771 Kennedale New Hope Rd, which are approximately 5.97 acres. Access is provided on Kennedale New Hope Rd. The lot is about 225 feet wide at its street frontage then reduces in size to about 190 feet towards the east. These lots are currently vacant and have a Planned Development (PD) zoning. This current PD was approved by City Ordinance 712 in September 2020 for a project called “Moderno,” a cottage-style development that created 50 single lots. These lots were 35'x65' with a minimum lot area of 2,275 SF. The applicant purchased the property in December 2021 but would like to build a single-family

development at a traditional scale. Doing so requires a zoning change. The applicant has provided a project narrative, concept plan, and sample elevations. Staff has worked with the applicant on drafting the development standards of the planned development that would be compatible with the area and site conditions.

SURROUNDING PROPERTIES & NEIGHBORHOOD

The property is surrounded by R-2 Residential District to the north, south, and west. Towards the east, you will find property zoned I-Industrial District where a gas well owned by Harrison Jet is situated. Land use in the area is mostly residential or undeveloped. The old dragstrip is due west of this location where the city has a development agreement with the owner to see this developed as residential.

STAFF REVIEW

LAND USE COMPATIBILITY

The proposed land use would remain single-family residential and as such it is **compatible** with the surrounding uses.

COMPREHENSIVE PLAN CONSISTENCY

The 2012 Comprehensive Plan and Future Land Use Plan (FLUP) envision this part of town to be developed as a *Neighborhood Corridor* and *Neighborhoods*. A portion of the lot falls within the Neighborhood Village node of the FLUP (See Figure A). Sample development types include single-family, attached single-family, townhouse/rowhouse, context-sensitive small-scale multifamily, as well as cluster development. Commercial offerings of the Neighborhood Corridor include restaurants, retail, service, and professional offices.



Figure A- Future Land Use Plan

The proposed rezoning is **consistent** with the Comprehensive Plan

DETAILS FROM THE DUNAWAY COMMUNITY SURVEY

This past October, Dunaway conducted a community-wide survey as part of their efforts to assist with updating our Comprehensive Plan. Key takeaways included the community's desire for a variety of single-family housing options (See Figures B & C):

Key Takeaways

- High overall quality of life
- A good place to live and raise a family
- High satisfaction with public safety services
- More opportunities with parks and open spaces
 - Indoor recreation center & more space for outdoor athletics
- Street improvement and increasing walkability
- ➡ • Desire for a variety of single-family housing options
- Restaurants, grocery store, entertainment, and health care services



Figure B- Key Takeaways from Dunaway Survey

Survey Results

Q12: Top Three Housing Needs

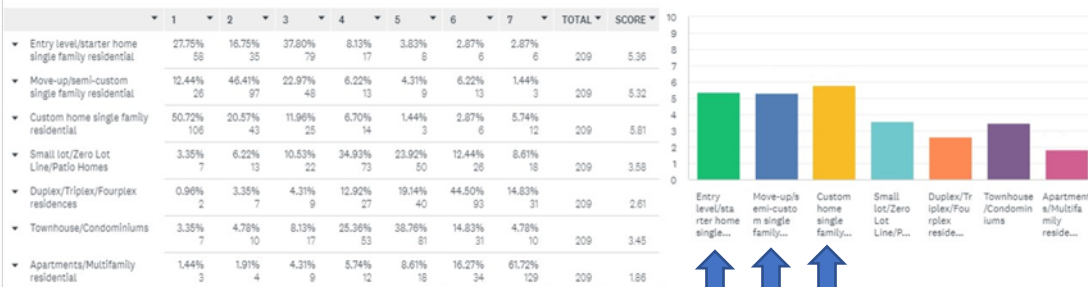


Figure C- Housing Needs from Dunaway Survey

The top three results of the “Housing Needs” portion of the Dunaway Community Survey highlight the desire to see more types of single-family housing. This includes starter/entry-level housing, move-up/semi-customer housing, and custom home residential. The proposed rezone and PD include three lot types of varying sizes and would be considered custom homes.

The Planning and Zoning Commission held a public hearing on Thursday, January 25, 2024, to consider the request for a zoning change and recommended approval by a vote of 3-0

STAFF RECOMMENDATION

The applicant's request for a zoning change to PD-Planned Development" is compatible with the existing land use and is consistent with the current Comprehension Plan, therefore staff has recommended approval.

Land Use Compatibility:	The requested change <i>is compatible.</i>
Comprehensive Plan Consistency:	The requested change <i>is consistent.</i>
Future Land Use Plan Consistency:	The requested change <i>is consistent.</i>
2023 Community Survey Consistency:	The requested change <i>is consistent.</i>
Staff Recommendation:	<i>Approve</i>

ATTACHMENTS

1.	Proposed PD Development Standards	Proposed PD Development Standards.docx
2.	Kennedale-Site-Layout-12-10-23	Kennedale-Site-Layout-12-10-23.pdf
3.	Front Elevation_MRDN#1	Front Elevation_MRDN#1.pdf
4.	Front Elevation_MRDN#2	Front Elevation_MRDN#2.pdf
5.	Front Elevation_MRDN#3	Front Elevation_MRDN#3.pdf
6.	Front Elevation_TRD#1	Front Elevation_TRD#1.pdf
7.	Front Elevation_TRD#2	Front Elevation_TRD#2.pdf
8.	Front Elevation_TRD#3	Front Elevation_TRD#3.pdf
9.	Newspaper Publication	Newspaper Publication .pdf
10.	Site Posting	Site Posting.jpg
11.	3775 and 3771 Kennedale New Hope Rd GIS 200ft Buffer Snippet	3775 and 3771 Kennedale New Hope Rd GIS 200ft Buffer Snippet.jpg
12.	PZ 2402 Mailing Notice for 3775 3771 Kennedale New Hope Rd	PZ 2402 Mailing Notice for 3775 3771 Kennedale New Hope Rd.docx
13.	Mailing List	Mailing List.pdf

EXHIBIT "A"

LEGAL DESCRIPTION

BEING A PART OF THE ROBERT C. RICHEY SURVEYS, ABSTRACTS NO. 1327 & 1359, SITUATED IN THE CITY OF KENNEDALE, TARRANT COUNTY, TEXAS, AND EMBRACING ALL OF THE TRACTS 1 AND 2 DESCRIBED IN THE DEED TO TERRY R. SCOTT AND EVA J. SCOTT AND RECORDED IN VOLUME 6444, PAGE 344 OF THE DEED RECORDS OF TARRANT COUNTY, TEXAS AND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8" IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID TRACT 1 AND THE SOUTHWEST CORNER OF THE 2.46 ACRES TRACT DESCRIBED IN THE DEED TO GLEN RAY HINKEL AND BETTY ANN HINKEL, RECORDED IN VOLUME 5914, PAGE 323 OF THE SAID DEED RECORDS AND BEING IN THE EAST RIGHT-OF-WAY LINE OF S. NEW HOPE ROAD;

THENCE N 87°36'04"E, ALONG THE NORTH LINE OF SAID TRACT 1 AND THE SOUTH LINE OF SAID 2.46 ACRES TRACT, GENERALLY ALONG A FENCE, PASSING A 1/2" IRON ROD FOUND AT 554.11 FEET AND S 02°23'56"E, 1.19 FEET, AND CONTINUING ALONG SAID LINE, IN ALL, A DISTANCE OF 1136.85 FEET TO A 5/8" IRON ROD SET WITH PLASTIC CAP STAMPED "MMA" FOR THE NORTHEAST CORNER OF SAID TRACT 1, FROM WHICH A CROSS-TIE FENCE CORNER POST BEARS S 87°36'04"W, 1.20 FEET. SAID IRON ROD BEING BY DEED CALL SOUTH 193.00 FEET AND N 87°45'E, 360.8 FEET FROM THE SOUTHWEST CORNER OF THE E.C. CANNON SURVEY, ABSTRACT NO. 378;

THENCE S 01°10'43"E, ALONG THE WEST LINE OF SAID TRACT 1, TO AND ALONG THE WEST LINE OF SAID TRACT 2, A DISTANCE OF 229.88 FEET TO A 5/8" IRON ROD SET WITH PLASTIC CAP STAMPED "MMA" FOR THE SOUTHEAST CORNER OF SAID TRACT 2 AND THE NORTHEAST CORNER OF THE TRACT DESCRIBED IN THE DEED TO KAMEL SOLIMAN ET AL, RECORDED IN VOLUME 8384, PAGE 1782 OF THE SAID DEED RECORDS. SAID IRON ROD BEING BY DEED CALL SOUTH, 346.32 FEET AND N 87°45' E, 360.8 FEET FROM THE SAID SOUTHWEST CORNER OF CANNON SURVEY;

THENCE S 87°33'48"W, ALONG THE SOUTH LINE OF SAID TRACT 2 AND THE SAID NORTH LINE OF SOLIMAN TRACT, A DISTANCE OF 1136.85 FEET TO A 1/2" IRON ROD FOUND WITH YELLOW PLASTIC CAP STAMPED "GSI SURVEYING" FOR THE SOUTHWEST CORNER OF SAID TRACT 2 AND THE NORTHWEST CORNER OF SAID SOLIMAN TRACT, IN THE SAID EAST RIGHT-OF-WAY LINE;

THENCE N 01°10'57"W, ALONG THE WEST LINE OF SAID TRACT 2, TO AND ALONG THE WEST LINE OF SAID TRACT 1, AND CONTINUING ALONG THE SAID EAST RIGHT-OF-WAY, A DISTANCE OF 230.63 FEET TO THE POINT OF BEGINNING AND CONTAINING 6.008 ACRES (261,703 SQUARE FEET MORE OR LESS.

NOTE: THE COMPANY IS PROHIBITED FROM INSURING THE AREA OR QUANTITY OF THE LAND DESCRIBED HEREIN. ANY STATEMENT IN THE LEGAL DESCRIPTION CONTAINED IN SCHEDULE "A" AS TO AREA OR QUANTITY OF LAND IS NOT A REPRESENTATION THAT SUCH AREA OR QUANTITY IS CORRECT, BUT IS MADE ONLY FOR INFORMAL IDENTIFICATION PURPOSES AND DOES NOT OVERRIDE ITEM 2 OF SCHEDULE "B" HEREOF.

EXHIBIT "B"
AFSAR ADDITION — Development Standards

The use of the Property shall be subject to the restrictions, terms and conditions set forth in the Planned Development standards stated below.

1. Property location and size.
 - a. AFSAR ADDITION (Subject Property) is established on property located at 3775 and 3771 Kennedale New Hope Road. This Planned Development is comprised of 2 tracts of land consisting of approximately 6 acres, more particularly shown on the Site Plan, which is attached hereto for all purposes.
2. Purpose
 - a. To create a Planned Development for thirty-four (34) single family residential lots. The minimum gross density, net density, lot sizes, lot layout and configuration are as shown on the Site Plan (Exhibit C). An entry feature will be provided at the connection point to Kennedale New Hope Road. This neighborhood will meet at least 5 of the qualifying conditions as laid out in Section 9.2.C of the Unified Development Code (UDC). These conditions include: 2) a pedestrian-oriented design, 3) high quality architectural design beyond the site plan requirements of this article; 4) extensive landscaping beyond the site plan requirements of this article; 7) provision of open space or public plazas and features.
3. Development plan.
 - a. The proposed Site Plan will be in complete accordance with the provisions of the approved Planned Development and shall be binding upon the applicant thereof, his successors and assigns, and shall limit and control building permits.
4. Lot composition and layout.
 - a. The lot layout and composition shall conform to the Site Plan and the requirements of Table 1 below:

Table 1: Lot Composition

Lot Type	Lot Size (FT)	Lot Size (SF)
A	60x89	5340
B	55x89	4895
C	50x89	4450

5. Unless specifically provided by this Planned Development Ordinance, the development standards stipulated by the Single-Family Residential District (R-4) are applicable to all development on the Subject Property. The maximum permissible density for the Subject Property shall not exceed 6 dwelling units per gross acre of land; however, in no case should the proposed development exceed 34 units. All lots shall conform to the standards depicted in Table 2, which is as follows:

Table 2: Lot Dimensional Requirements

Minimum Front Setback	10
Minimum Side Setback Lot Type A	7.5
Minimum Side Setback Lot Type B	5
Minimum Side Setback Lot Type C	5
Maximum Height	35
Minimum Rear Setback	10
Minimum Area/Dwelling	1,500
Maximum Lot Coverage	50%

6. Community Architectural Controls.

- a. Architectural attributes for this residential development will consist of the following:
 - i. Facades will avoid large expanses of uninterrupted single exterior materials and must be broken up by changes in plane through architectural attenuation.
 - ii. Shutters, if provided, will be sized and shaped to match the associated openings.
 - iii. Gutters, if provided, will be exposed or painted copper, galvanized steel, or aluminum if exposed to the street.
 - iv. All asphalt roof shingles will be laminated architectural shingles with a three-dimensional appearance and warranted for at least (30) years.
 - v. A minimum of overall 4:12 roof pitch is required on all structures with the exception of sunrooms, covered patios, and porches, which shall have a minimum of a 2:12 roof pitch.
 - vi. In order to encourage variety on a continuous block, the exterior facades for houses will vary throughout the development utilizing at least five separate designs and shall not be repeated adjacent to each other throughout the community.
 - vii. All homes shall incorporate a covered front porch as indicated on approved elevations.
 - viii. Parking shall be provided for two enclosed spaces for each home.
 - ix. Decorative lighting is required along all walkways and sufficient to provide for well-lit walkways at night.
 - x. The landscape within the development shall be consistent with the landscape plan and landscape materials submitted and approved during the site development process.
 - xi. All common open space, landscaping in open space areas, private roads, drainage areas and masonry columns will have a mandatory Homeowners' Association (HOA) to maintain those improvements.

7. Utility, Service and Mechanical Equipment

- a. All equipment related to utilities intended to serve one Lot shall be installed by the Owner of the Lot and shall be located underground if possible.
- b. All services to the Lot, including pre-wiring for cable television, must be installed underground if available.

8. Sidewalk Requirements

- a. Sidewalks shall be a minimum of 5 feet wide and provided in accordance with Public Works Manual. Sidewalks shall be continuous within the development and be designed in a way that connect to existing or future developments.

9. Homeowners' Association

- a. Homeowners' Association (HOA). A Homeowners' Association shall be created to enforce the restrictions established in accordance with the HOA requirements of the City of Kennedale UDC. The HOA shall also maintain all neighborhood parks, trails, open space and common areas, irrigation, landscaping, amenity centers, screening fences associated with this development

10. Landscaping and Open Space.

- a. The City's Landscaping ordinance will supersede where this ordinance is silent. This ordinance will supersede to resolve any conflicts.
- b. The development shall generally conform to the Concept Plan. Any open space within the development may be used as a detention pond or retention pond.
- c. There will be a minimum of two 3" caliper trees per residential lot located in the front yard and installed by the homebuilder. All tree locations and types will conform to the City of Kennedale ordinances. For purposes of this section only the term "front yard" includes the area within the dedicated right-of-way for a roadway immediately adjoining the front yard of the lot.
- d. There will be a minimum of 6 three-gallon (3 gal) shrubs per residential lot located in the front yard. All shrub locations and types will conform to the City of Kennedale ordinances.
- e. All lawns and landscaping will be irrigated.
- f. Landscaping will be installed by the developer at the entry to the subdivision and in common areas, including within the right-of-way for Kennedale New Hope Road and along the subdivision wrought iron/tubular steel fencing, and along the right-of-way on Kennedale New Hope Road adjacent to the planned development district.

EXHIBIT "C"

Concept Plan



PROPOSED SINGLE FAMILY DEVELOPMENT

3775 KENNEDALE NEW HOPE ROAD
ROBERT C. RICHEY SURVEY ABSTRACT 1327 & 1359
CITY OF KENNEDALE, TARRANT COUNTY, TEXAS
AREA: 6.076 ACRES

OWNER/DEVELOPER:
ABSAR, L.L.C.
CONTACT: MOHAMMAD M. RAHMAN, 816 ARAF AVENUE
RICHARDSON, TEXAS 75081
Ph. (214) 783-1815 E-mail: mrahman839@gmail.com

TOTAL LOT: 34 SINGLE FAMILY PLUS 1-DETENTION POND/OPEN SPACE
MINIMUM LOT DEPTH: 85.0'

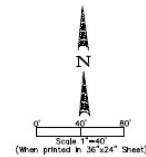
60' WDE LOT: 12 (LOT 1 LOT 12)
MINIMUM AREA: 5,350 SF

55' WDE LOT: 6 (LOT 13 TO LOT 18)
MINIMUM AREA: 4,900 SF

50' WIDE LOT: 16 (LOT 19 TO LOT 34)
MINIMUM AREA: 4,450 SF

LEGEND

- PUBLIC STREET
 PROP. 4' SIDEWALK ALONG PROPOSED CONC. STREET
 PARKWAY (SOD AREA)
 6' HIGH WOODEN FENCE
 TREES



AFSAR ADDITION
3775 KENNEDY NEW HOE 1001
ROBERT C. KEECH SURVEY, ABSTRACT 1327 & 1329
CITY OF KENDALL, TARRANT COUNTY, TEXAS
#EWM 6.076 ACRES

AFSAR, LLC
CONTACT: MOHAMMAD M. RAHMAN, BIG ARAB AVENUE
IRCHARDSON, TEXAS 75051
Ph: (214) 785-1875 E-mail: mrahman1@gmail.com

ND & Associates, LLC
603 Cherry Tree Lane
Wylie, Texas 75086
PH: (214) 533 7181
EMAIL: naim1207@yahoo.com
FIRM # F - 13340

[illegible]

W. W. Newbern

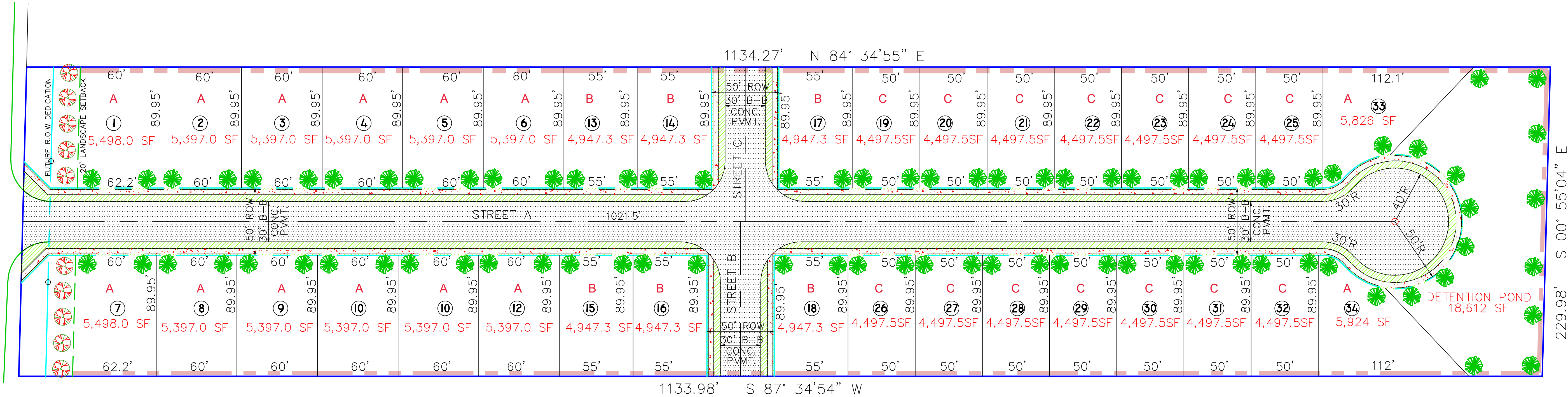
Mr. Nelson 12226 North 15-15-3223
MEMPHIS, TENN. 38114
PROPERTY OF THE TEXAS STATE ARCHIVES
1015 LAWYER BUILDING
AUSTIN, TEXAS 78701
THE SIGNATURE OF THE COUNTY CLERK
ATTESTS TO THE SIGNATURE AND NAME
OF THE

STATE OF TEXAS
AT SAN LEON, TEXAS
COUNTY OF DALLAS
CLERK
8778
REGISTERED

CONCEPT PLAN

DATE: 12/10/23	SOURCE:
CLASS: NK	CLASSIFIED BY: NK
PROJECT # 775-KEN-23	
SECRET NO: C-1	

KENNEDALE NEW HOPE ROAD



PROPOSED SINGLE FAMILY DEVELOPMENT

3775 KENNEDALE NEW HOPE ROAD
ROBERT C. RICHEY SURVEY ABSTRACT 1327 & 1359
CITY OF KENNEDALE, TARRANT COUNTY, TEXAS
AREA: 6.076 ACRES

OWNER/DEVELOPER:
ABSAR, LLC,
CONTACT: MOHAMMAD M. RAHMAN, 816 ARAF AVENUE
RICHARDSON, TEXAS 75081
Ph. (214) 783-1815 E-mail: mrahman839@gmail.com

TOTAL LOT: 34 SINGLE FAMILY PLUS 1-DETENTION POND/OPEN
SPACE
MINIMUM LOT DEPTH: 85.0'

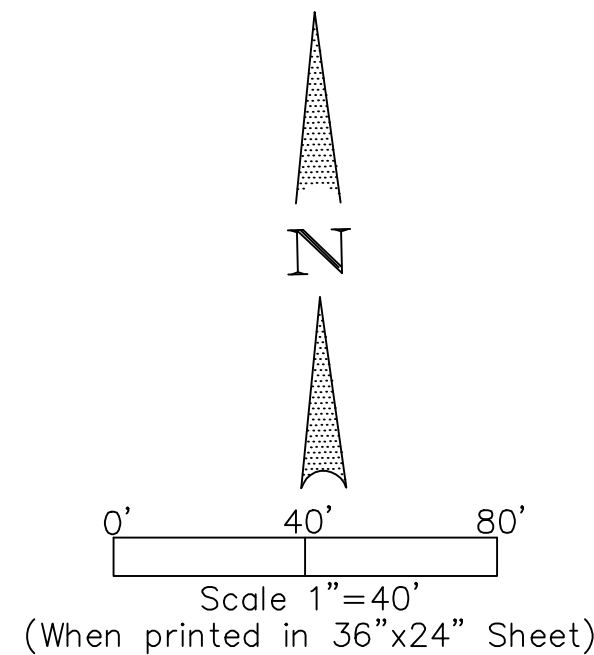
60' WIDE LOT: 12 (LOT 1 LOT 12)
MINIMUM AREA: 5,350 SF

55' WIDE LOT: 6 (LOT 13 TO LOT 18)
MINIMUM AREA: 4,900 SF

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MINIMUM AREA: 4,450 SF

LEGEND

- PUBLIC STREET
- PROP. 4' SIDEWALK ALONG PROPOSED CONC. STREET
- PARKWAY (SOD AREA)
- 6' HIGH WOODEN FENCE
- TREES



AFSAR ADDITION
3775 KENNEDALE NEW HOPE ROAD
ROBERT C. RICHEY SURVEY ABSTRACT 1327 & 1359
CITY OF KENNEDALE, TARRANT COUNTY, TEXAS
AREA: 6.076 ACRES
ABSAR, LLC,
CONTACT: MOHAMMAD M. RAHMAN, 816 ARAF AVENUE
RICHARDSON, TEXAS 75081
Ph. (214) 783-1815 E-mail: mrahman839@gmail.com

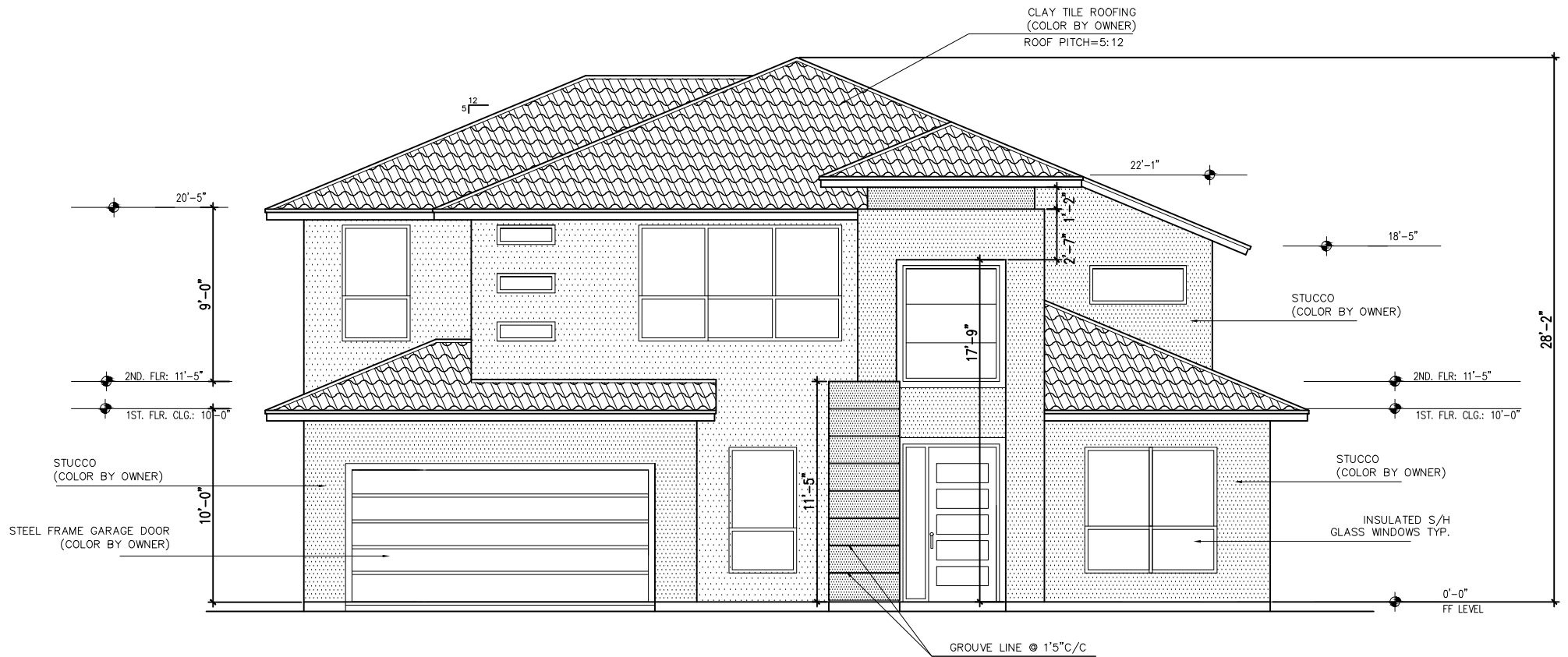
ND & Associates, LLC
603 Cherry Tree Lane
Wylie, Texas 75098
PH: (214) 533 7181
EMAIL: naim1207@yahoo.com
FIRM # - 13340

No.	DATE	REVISION
1		
2		
3		
4		

Md. Naim Uddin Khan
ENGINEER NO. 8776, THESE PLANS WERE
PREPARED UNDER MY CLOSE SUPERVISION
AND I AM A REGISTERED PROFESSIONAL
ENGINEER IN THE STATE OF TEXAS
AUTHORISED BY NO. NAIM UDDIN KHAN P.E.
#8776

CONCEPT PLAN

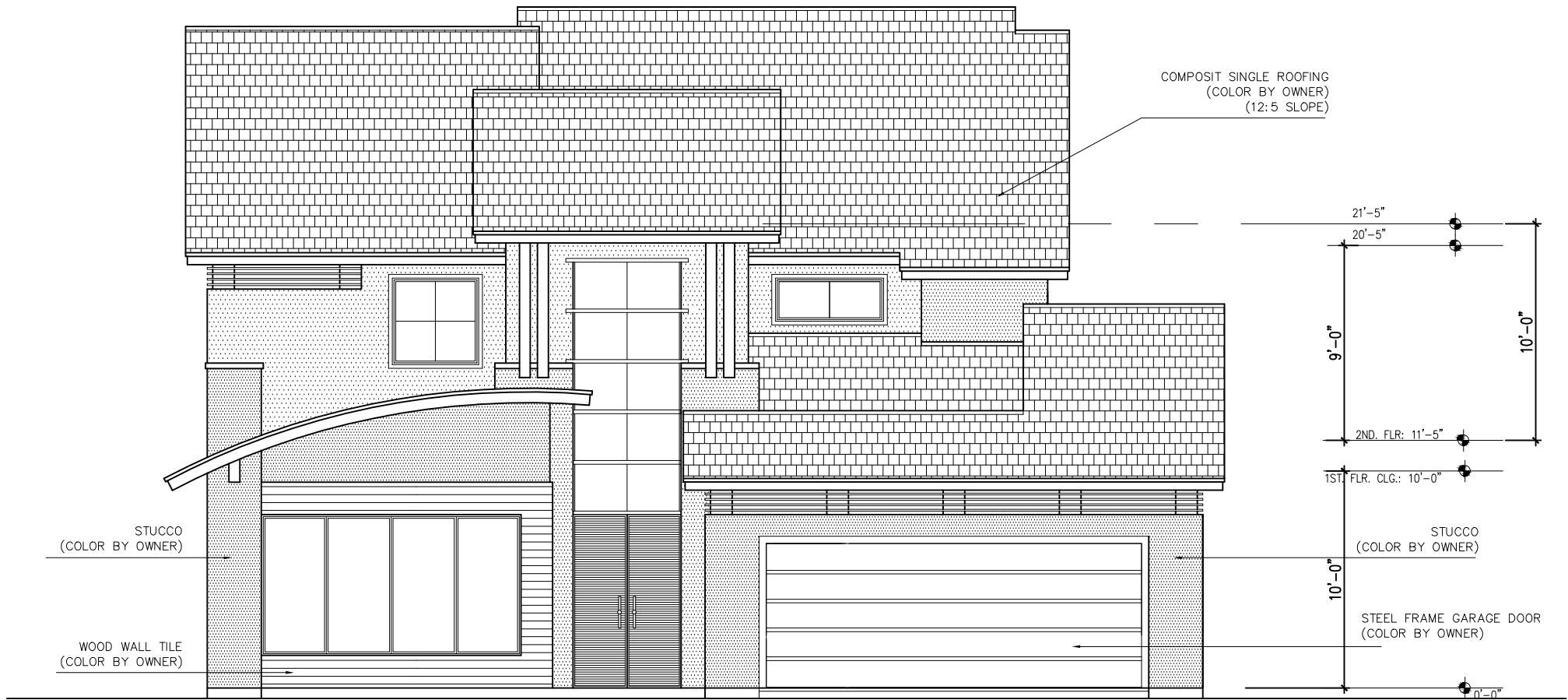
DATE: 12/10/23	SCALE:
DRAWN: NK	CHECKED BY: NK
PROJECT #: 775-KEN-23	
SHEET NO: C-1	



FRONT SIDE ELEVATION

SCALE: 1/4" = 1'-0"



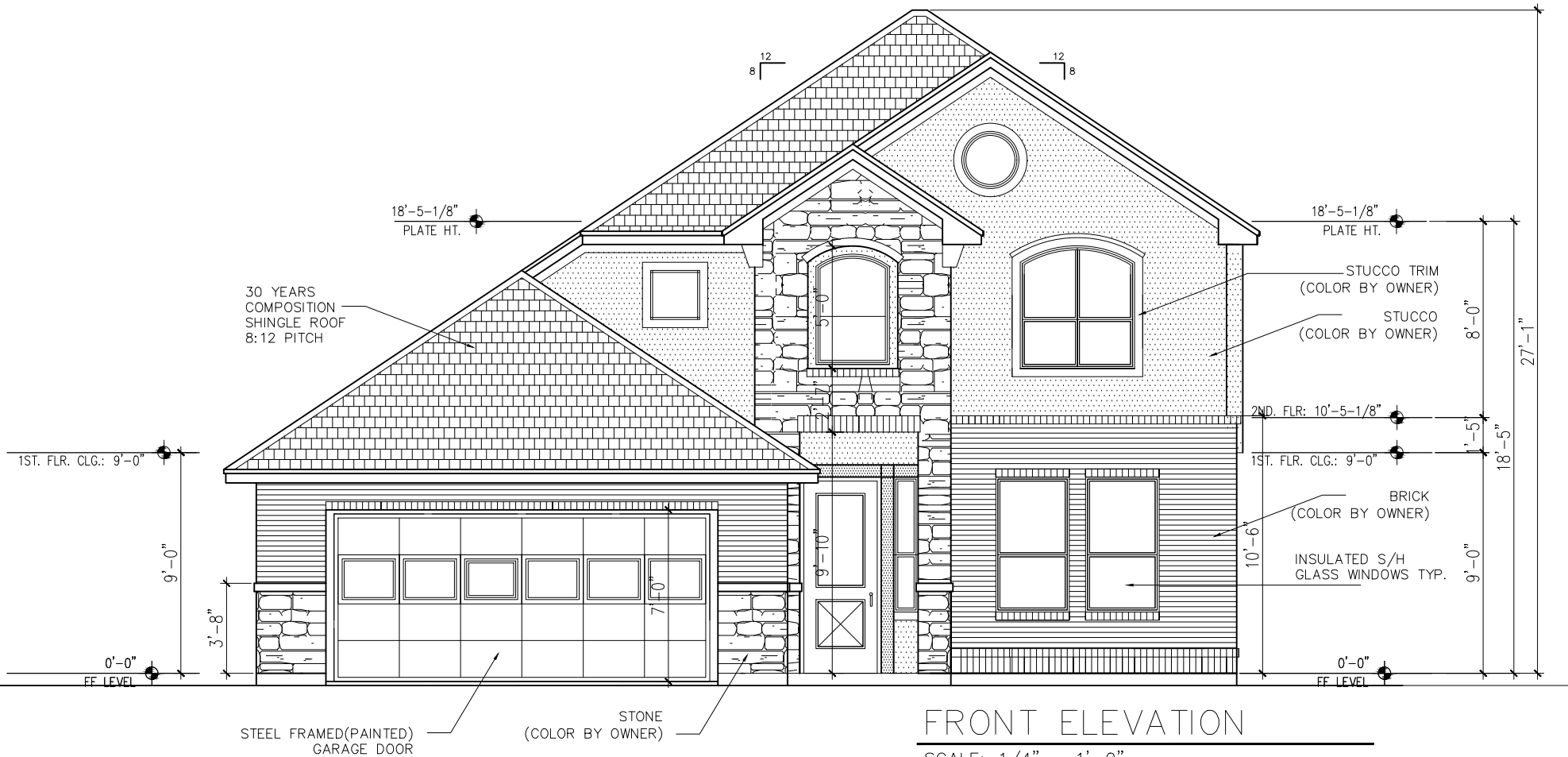


FRONT SIDE ELEVATION

SCALE: 1/4" = 1'-0"









The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
The State
Ledger-Enquirer

Durham | The Herald-Sun
Fort Worth Star-Telegram
The Fresno Bee
The Island Packet
The Kansas City Star
Lexington Herald-Leader
The Telegraph - Macon
Merced Sun-Star
Miami Herald
El Nuevo Herald

The Modesto Bee
The Sun News - Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

Order Confirmation

CITY OF KENNEDALE
405 MUNICIPAL DR
KENNEDEALE TX 760602249

Order Number: 500887
Order PO:
Bill-To Account: 19300
Date: 12/15/23
Sales Contact: Nancy Calvery
Sales Contact Phone:

Dates	Order No.	Description	Product	Size	Billed Units	Times Run	Net Amount
12/17/2023 - 12/17/2023	500887	Print Legal Ad-IPL01522000 IPL0152200	FTW-Star-Telegram Legal Misc Legals CLS	1 x 69 L	69 L	1	\$0.00

Order Total Cost

\$0.00

Ad Preview

CITY OF KENNEDALE NOTICE OF PUBLIC HEARING

THE KENNEDALE PLANNING AND ZONING COMMISSION WILL HOLD A PUBLIC HEARING FOR THE FOLLOWING CASES ON THURSDAY, JANUARY 25, 2024 AT 6 P.M. IN THE CITY COUNCIL CHAMBERS, LOCATED AT 405 MUNICIPAL DRIVE, KENNEDALE, TARRANT COUNTY, TEXAS 76060:

PZ CASE #24-01 TO CONDUCT A PUBLIC HEARING AND CONSIDER A PROPOSED ZONING CHANGE REQUEST FROM "AG-AGRICULTURE DISTRICT" TO "TH-TOWNHOME DISTRICT" FOR APPROXIMATELY 4.27 ACRES BEING TRACT 3F 3F1 OF THE RENFRO, JESSE B SURVEY, ABSTRACT NO. 1260, AND TRACT 3C1 HS, ABSTRACT 1285, LOCATED AT 516 CRESTVIEW DR, CITY OF KENNEDALE, TARRANT COUNTY, TEXAS.

PZ CASE #24-02 PUBLIC HEARING AND CONSIDER A PROPOSED ZONING CHANGE REQUEST FROM "PD-PLANNED DEVELOPMENT DISTRICT," MODERNO DEVELOPMENT, TO "PD-PLANNED DEVELOPMENT DISTRICT," ABSAR LLC DEVELOPMENT, FOR APPROXIMATELY 6 ACRES 3775 KENNEDALE NEW HOPE ROAD, ROBERT C RICHEY SURVEY, ABSTRACT NO 1327, TRACT 2K AND 2L, AND 3771 KENNEDALE NEW HOPE ROAD, ROBERT C RICHEY SURVEY, ABSTRACT 1359, TRACT 1 D AND 1 E, CITY OF KENNEDALE, TARRANT COUNTY, TEXAS.

PZ CASE #24-03 TO CONDUCT A PUBLIC HEARING AND CONSIDER A PROPOSED ZONING CHANGE REQUEST FROM "R-3- RESIDENTIAL DISTRICT" TO "TH-TOWNHOME DISTRICT" FOR BLOCK 8, LOTS 10 AND 11, OF THE OAK CREST ADDITION, LOCATED AT 6817 OAK CREST DR W AND 6821 OAK CREST DR W, CITY OF KENNEDALE, TARRANT COUNTY, TEXAS.

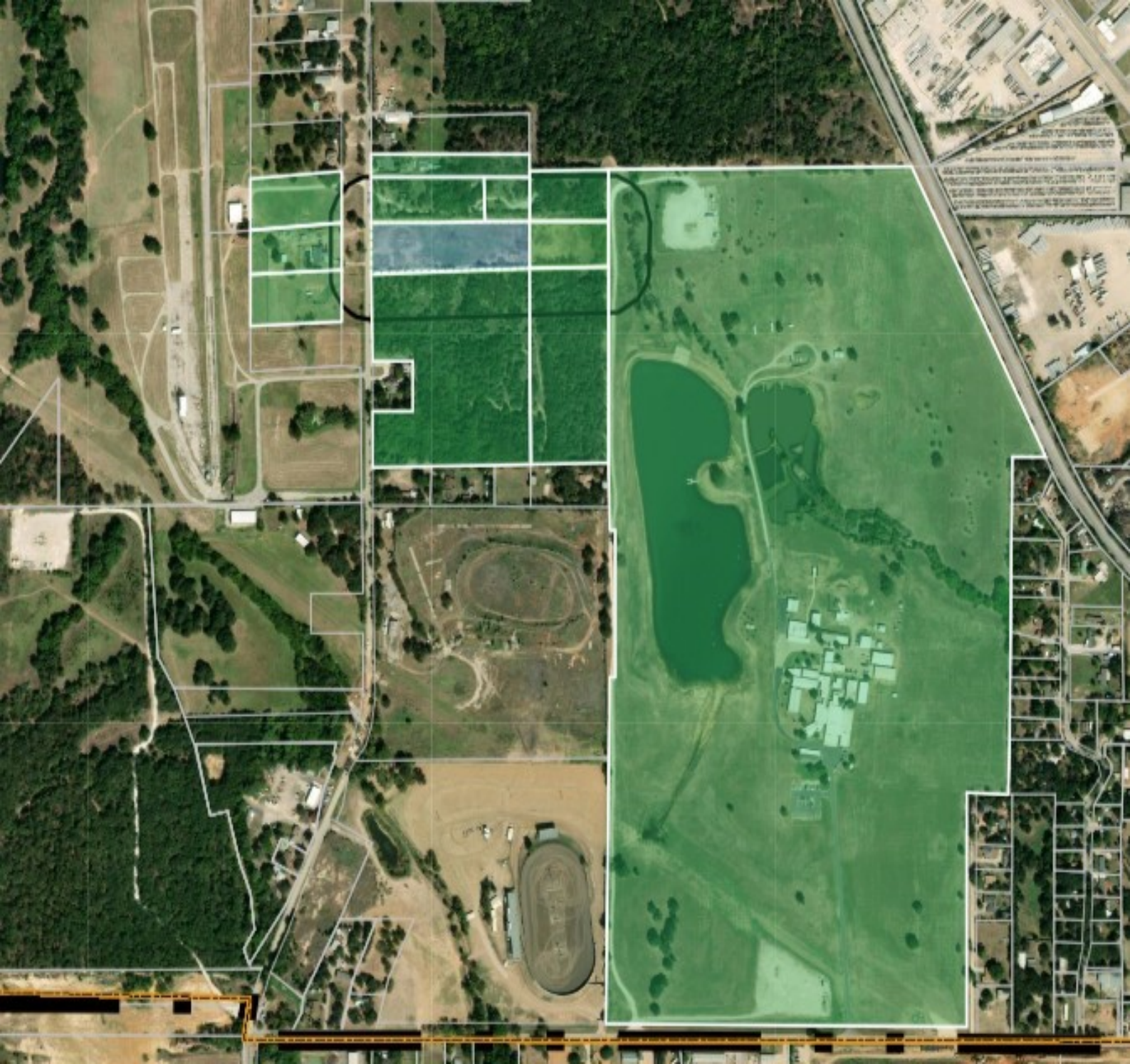
A SECOND PUBLIC HEARING FOR THESE CASES WILL BE HELD BEFORE CITY COUNCIL ON TUESDAY, FEBRUARY 20, 2024, AT 5:30 PM IN THE CITY COUNCIL CHAMBERS, LOCATED AT 405 MUNICIPAL DRIVE, KENNEDALE, TARRANT COUNTY, TEXAS 76060.

INTERESTED PERSONS ARE ENCOURAGED TO ATTEND THE PUBLIC HEARINGS TO OFFER PUBLIC COMMENTS OR PROVIDE WRITTEN COMMENTS PRIOR TO THE MEETING TO: COMMUNITY DEVELOPMENT DEPARTMENT, 405 MUNICIPAL DRIVE, KENNEDALE, TX, 76060. FOR MORE INFORMATION, PLEASE CALL (817) 985-2135.

IPL0152200

Dec 17 2023

CITY OF KENNEDALE
A ZONING CHANGE HAS BEEN
REQUESTED FOR THIS LOT
FOR INFO CALL
817-985-2135





PUBLIC HEARING RESCHEDULED

December 15, 2023

The Kennedale Planning and Zoning Commission will hold a public hearing for the following cases on Thursday, January 25, 2024 at 6 P.M. in the City Council Chambers, located at 405 Municipal Drive, Kennedale, Tarrant County, Texas 76060:

PZ CASE #24-02 PUBLIC HEARING AND CONSIDER A PROPOSED ZONING CHANGE REQUEST FROM "PD-PLANNED DEVELOPMENT DISTRICT," MODERNO DEVELOPMENT, TO "PD-PLANNED DEVELOPMENT DISTRICT," ABSAR LLC DEVELOPMENT, FOR APPROXIMATELY 6 ACRES 3775 KENNEDALE NEW HOPE ROAD, ROBERT C RICHEY SURVEY, ABSTRACT NO 1327, TRACT 2K AND 2L, AND 3771 KENNEDALE NEW HOPE ROAD, ROBERT C RICHEY SURVEY, ABSTRACT 1359, TRACT 1 D AND 1 E, CITY OF KENNEDALE, TARRANT COUNTY, TEXAS.

A second public hearing for these cases will be held before City Council on February 20, 2024, at 5:30 PM IN the City Council Chambers, located at 405 Municipal Drive, Kennedale, Tarrant County, Texas 76060.





We are sending notification to those who own real property within 200 feet of the request in case they wish to attend the public hearings or provide written comments. You are not required to attend the public hearing, but if you choose to attend, you will have the opportunity to speak either in favor of or against the request(s). Written comments may be provided prior to the meeting to the City Secretary's Office, 405 Municipal Drive, Kennedale, TX 76060. If you would like more information about the case or public hearing process, please contact Nathan Gonzales at 817-985-2135 or ngonzales@cityofkennedale.com.

The agenda will be posted at 72 hours before the meeting at www.cityofkennedale.com/agendas and the meeting calendar is published at www.cityofkennedale.com/cal. For your reference, a map showing the property is below.

Sincerely,

Nathan Gonzales
Director of Community Development
City of Kennedale
405 Municipal Dr
Kennedale, TX 76060
ngonzales@cityofkennedale.com
(817)985-2135

3775 KENNEDALE NEW HOPE MAILING LIST

MUMTAHINA LLC
PART OF 1031 EXCHANGE THROUGH GBT 1031 LLC
816 ARAF AVE,
RICHARDSON, TX 75081

BELL DAVID R JR
3750 KENNEDALE NEW HOPE RD
KENNEDEALE, TX 76060-7232

MAXWELL ADAM
PO BOX 1081
KENNEDEALE, TX 76060-1081

SOLIMAN CICIL ETAL
PO BOX 1767
COLLEYVILLE, TX 76034-1767

SOLIMAN CICIL ETAL
PO BOX 1767
COLLEYVILLE, TX 76034-1767

MUMTAHINA LLC
PART OF 1031 EXCHANGE THROUGH GBT 1031 LLC
816 ARAF AVE,
RICHARDSON, TX 75081

HINKEL GLEN R
PO BOX 540
KENNEDEALE, TX 76060-0540

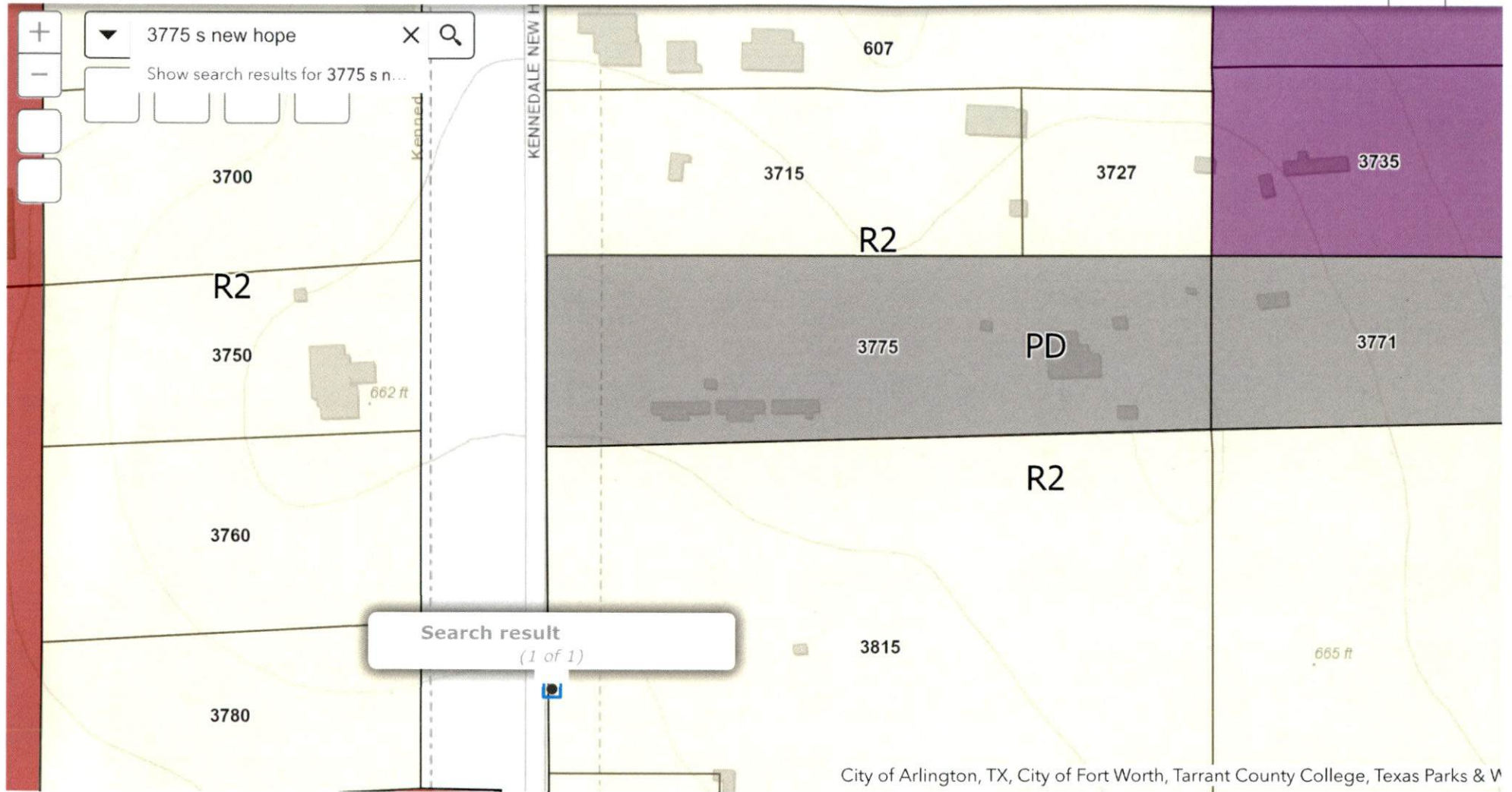
HINKEL GLEN R
PO BOX 540
KENNEDEALE, TX 76060-0540

HINKEL GLEN R
PO BOX 540
KENNEDEALE, TX 76060-0540

SOLIMAN CICIL ETAL
PO BOX 1767
COLLEYVILLE, TX 76034-1767

OLIVAS ERIKA & JOEL
6601 SHOAL CREEK DR
ARLINGTON, TX 76001-8309

HM REAL ESTATE MANAGEMENT LTD
3830 NEW HOPE RD BOX# 690
KENNEDEALE, TX 76060



STAFF REPORT TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: FEBRUARY 20, 2024

AGENDA ITEM NUMBER: PUBLIC HEARING ITEM III.C.

SUBJECT

P&Z Case# 24-03 To conduct a public hearing and consider a proposed zoning change request from “R-3-Residential District” to “TH-Townhome District” for Block 8, Lots 10 and 11, of the Oak Crest Addition, located at 6817 Oak Crest Dr W and 6821 Oak Crest Dr., City of Kennedale, Tarrant County, Texas.

ORIGINATED BY NATHAN GONZALES

SUMMARY

BACKGROUND AND OVERVIEW	
Request	Zoning Change from R-3 to TH-Townhome
Applicant	Matthew Sanchez, MK3 Group LLC
Location	6821 & 6817 Oak Crest Dr W
Surrounding Uses	Residential, Commercial
Surrounding Zoning	R-3 to the north, south, and west, NV to the west, C2 to the SW
Future Land Use Plan Designation	Employment Center
Staff Recommendation	Approve

CURRENT STATUS OF PROPERTY

The subject properties consist of two lots, 6821 & 6817 Oak Crest Dr W, which are approximately 0.98 acres. Both lots have street frontage off of Oak Crest Dr W. Both lots are currently zoned “R-3 Residential District.” The applicant requests a zoning change to “TH-Townhome District.” This applicant proposed to build two detached 2-family dwellings on each lot with a shared access drive between 6821 and 6817 Oak Crest Dr. W. Two-family dwellings are permitted by right in the “TH-District” but not permitted in the “R-3 District.” These structures are similar to townhomes in both appearance and density. In the Spring of 2023, the City Council established spatial requirements for townhomes with a maximum density of (8) dwelling units an acre. As both lots combined equate to just under an acre, each lot as platted today would see (4) units per half acre, consistent with zoning requirements. Furthermore, the existing lot widths and depth would exceed the minimum requirements for the TH-Townhome District. A concept plan and sample elevations have been provided for your review.

SURROUNDING PROPERTIES & NEIGHBORHOOD

The property is surrounded by R-3 Residential District to the north, south, east, and west. To the west is the property zoned NV-Neighborhood District. This NV District allows for higher-density residential. A few lots north, both 6808 and 6800 Oak Crest Dr W have been rezoned to TH-Townhome District. Further south around the Oak Crest Dr W loop are properties zoned C-2 Commercial and I-Industrial. These commercial and industrial lots consist of truck parking and auto salvage yards.

STAFF REVIEW

LAND USE COMPATIBILITY

The Oak Crest Addition has seen a significant transition in development over the past few years. Where bars and sexually oriented businesses once stood, now we find restaurant and hotel development underway. Additionally, higher-density residential is currently under construction on Oak Crest Dr W. As there already exists TH-Townhome District zoned property in the Oak Crest Addition, the proposed land use TH-Townhome District at these two locations is **compatible** with the surrounding uses.

COMPREHENSIVE PLAN CONSISTENCY

The 2012 Comprehensive Plan and Future Land Use Plan (FLUP) envision this part of town to be developed as an *Employment Center* (See Figure A). Sample development types include multi-tenant offices, retail, restaurant, hotel, and multifamily.

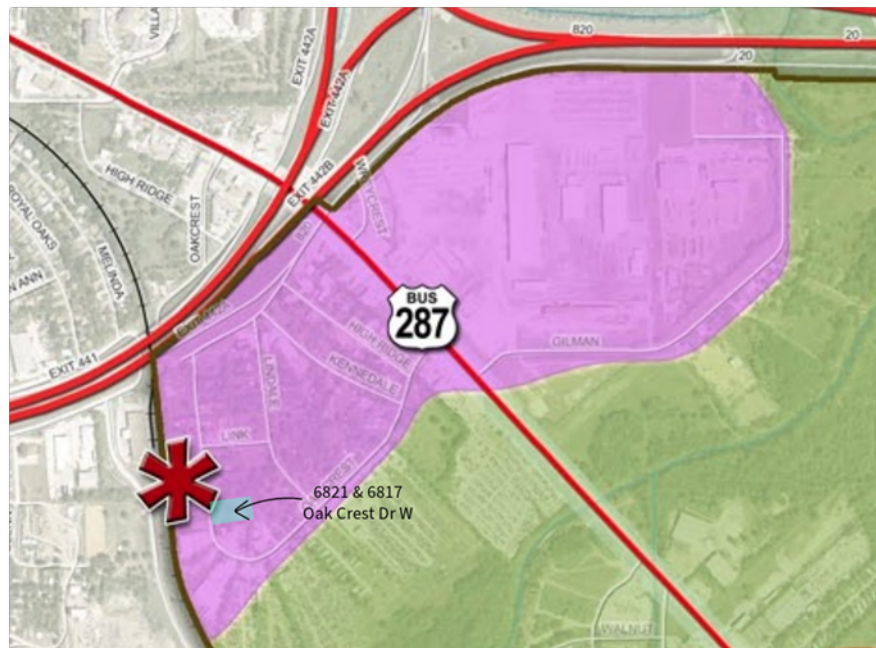


Figure A- Future Land Use Plan

The proposed rezoning is **consistent** with the Comprehensive Plan and Future Land Use Plan.

The Planning and Zoning Commission held a public hearing on Thursday, January 25, 2024, to consider the request for a zoning change and recommended approval by a vote of 3-0

STAFF RECOMMENDATION

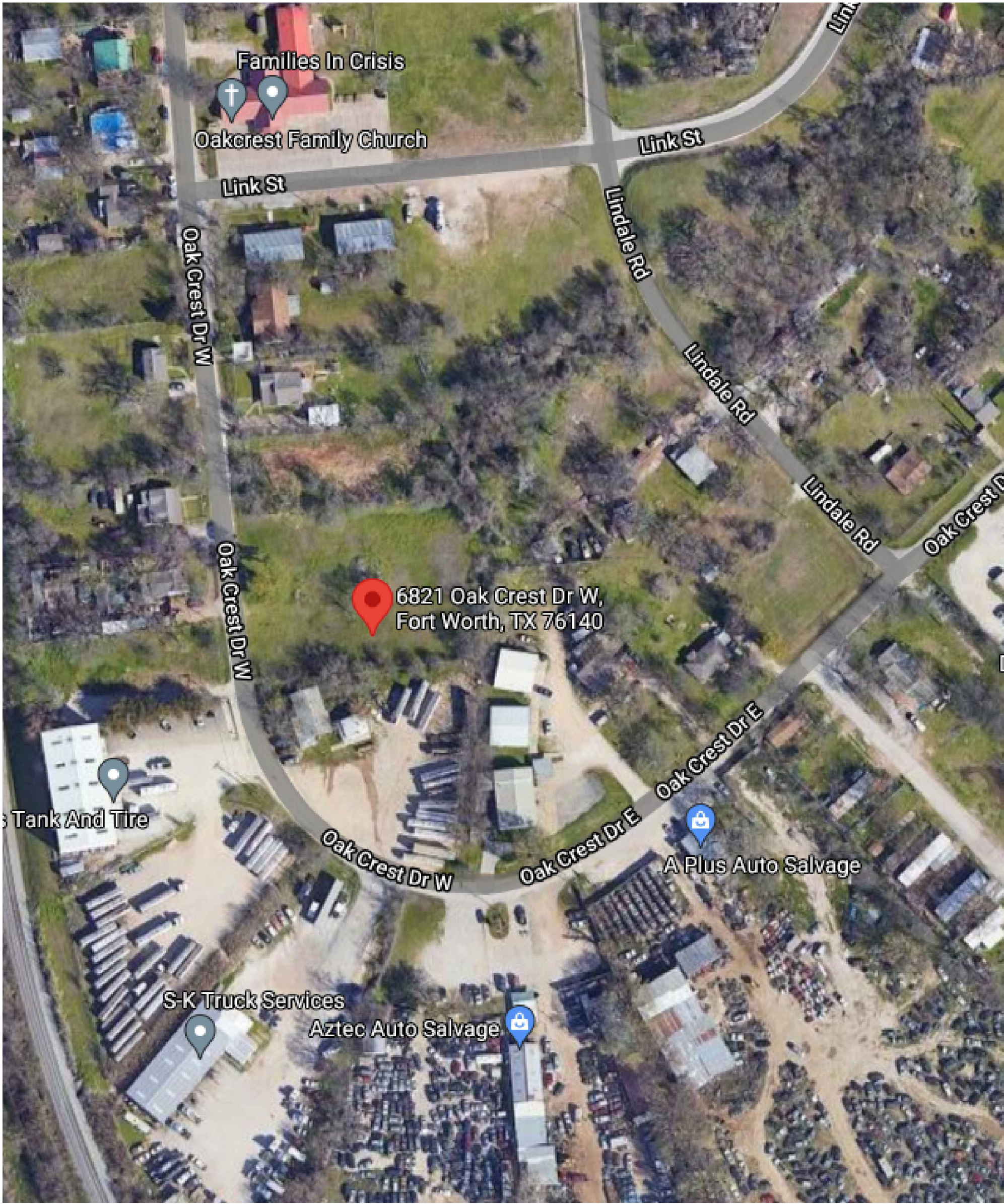
The applicant's request for a zoning change to "TH-Townhome District" is compatible with the existing land use and is consistent with the current Comprehension Plan, therefore staff has recommended approval.

Land Use Compatibility:	The requested change <i>is compatible.</i>
Comprehensive Plan Consistency:	The requested change <i>is consistent.</i>
Future Land Use Plan Consistency:	The requested change <i>is consistent.</i>
Staff Recommendation:	<i>Approve</i>

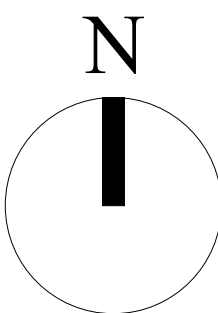
ATTACHMENTS

1.	6817 and 6821 Oak Crest Dr W- Schematic Design - 11-28-23	6817 and 6821 Oak Crest Dr W- Schematic Design - 11-28-23.pdf
2.	6821 Oak Crest Dr W. zoning signage	6821 Oak Crest Dr W. zoning signage.pdf
3.	6817 Oak Crest Dr. w zoning signage	6817 Oak Crest Dr. w zoning signage.pdf
4.	Newspaper Publication	McClatchy order IPL0152200.pdf
5.	GIS 200ft buffer	GIS 200ft buffer.jpg
6.	PZ 2402 Mailing Notice for 6817 Oak Crest	PZ 2402 Mailing Notice for 6817 Oak Crest.docx
7.	PZ 2402 Mailing Notice for 6821 Oak Crest	PZ 2402 Mailing Notice for 6821 Oak Crest.docx
8.	6817 OAK CREST W MAILING LIST0001	6817 OAK CREST W MAILING LIST0001.pdf
9.	6821 OAK CREST W MAILING LIST0001	6821 OAK CREST W MAILING LIST0001.pdf

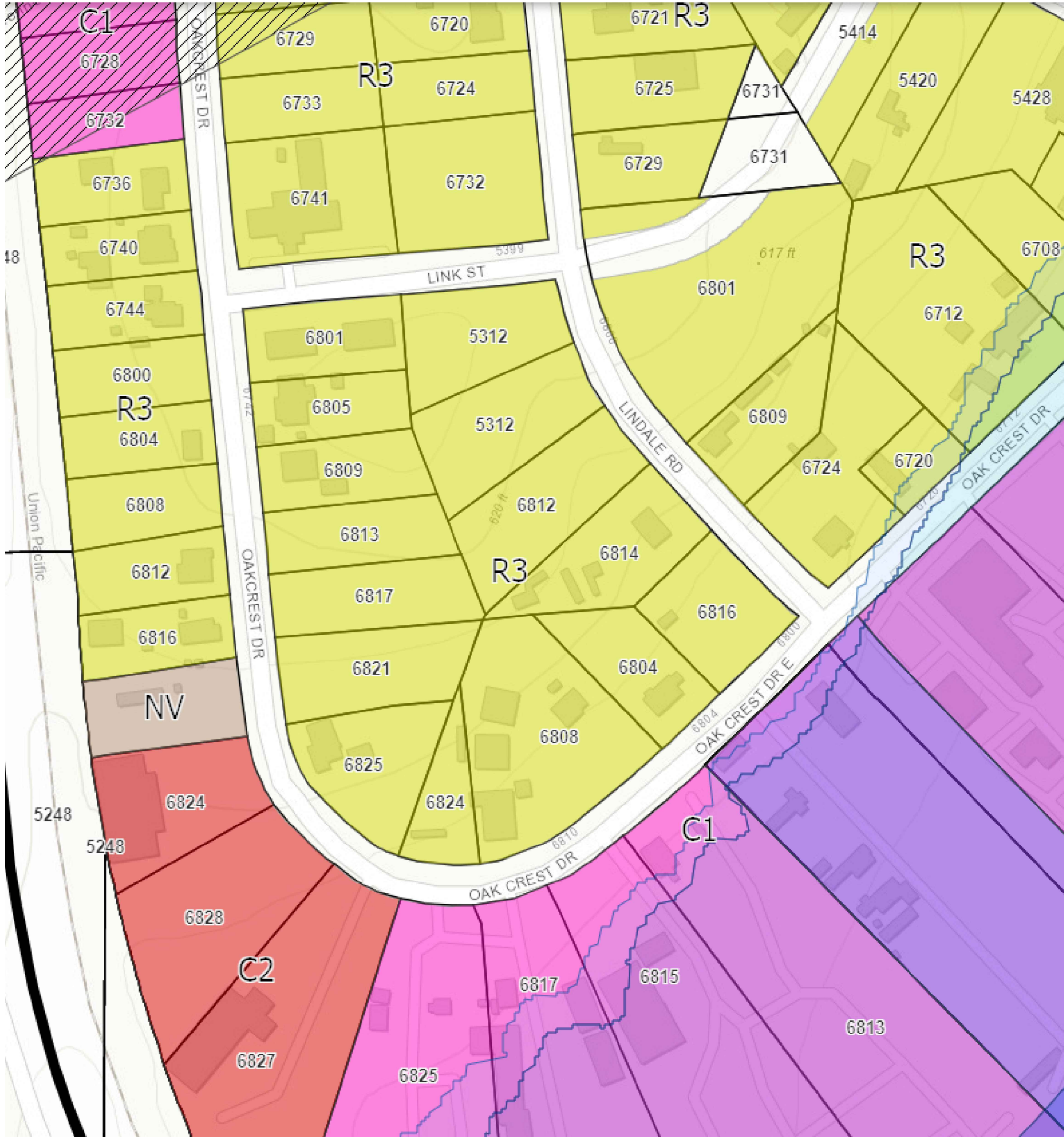
VICINITY MAP - AERIAL VIEW



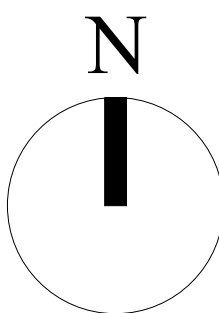
(PICTURE BY GOOGLE MAPS)



VICINITY MAP - ZONING



(PICTURE BY THE CITY OF KENNEDALE,TX - ZONING MAP)



STREET VIEW



(PICTURE BY GOOGLE MAPS)

GENERAL NOTES

LOT OWNER: MK3 GROUP, LLC

LOT ADDRESS: 6817 AND 6821 OAK CREST DR W, KENNEDALE, TX 76140

LOT SIZE: 22,637.71 SF

CURRENT ZONING: R3

EXISTING CONDITION: LOT IS EMPTY

EXISTING SERVICES: ELECTRICITY, 8" WATER LINE, NO SEWER LINE

CLIENT:

MK3 GROUP, LLC

1002 SPANISH TRAIL,
KELLER, TX 76262

PROJECT:

**DUPLEX
CONCEPT**

6817 AND 6821 OAK CREST DR W,
KENNEDALE, TX 76140

SHEET TITLE:

**COVER
SHEET**

NO.	REVISION/ISSUED	DATE
1	SCHEMATIC DESIGN	11/28/23

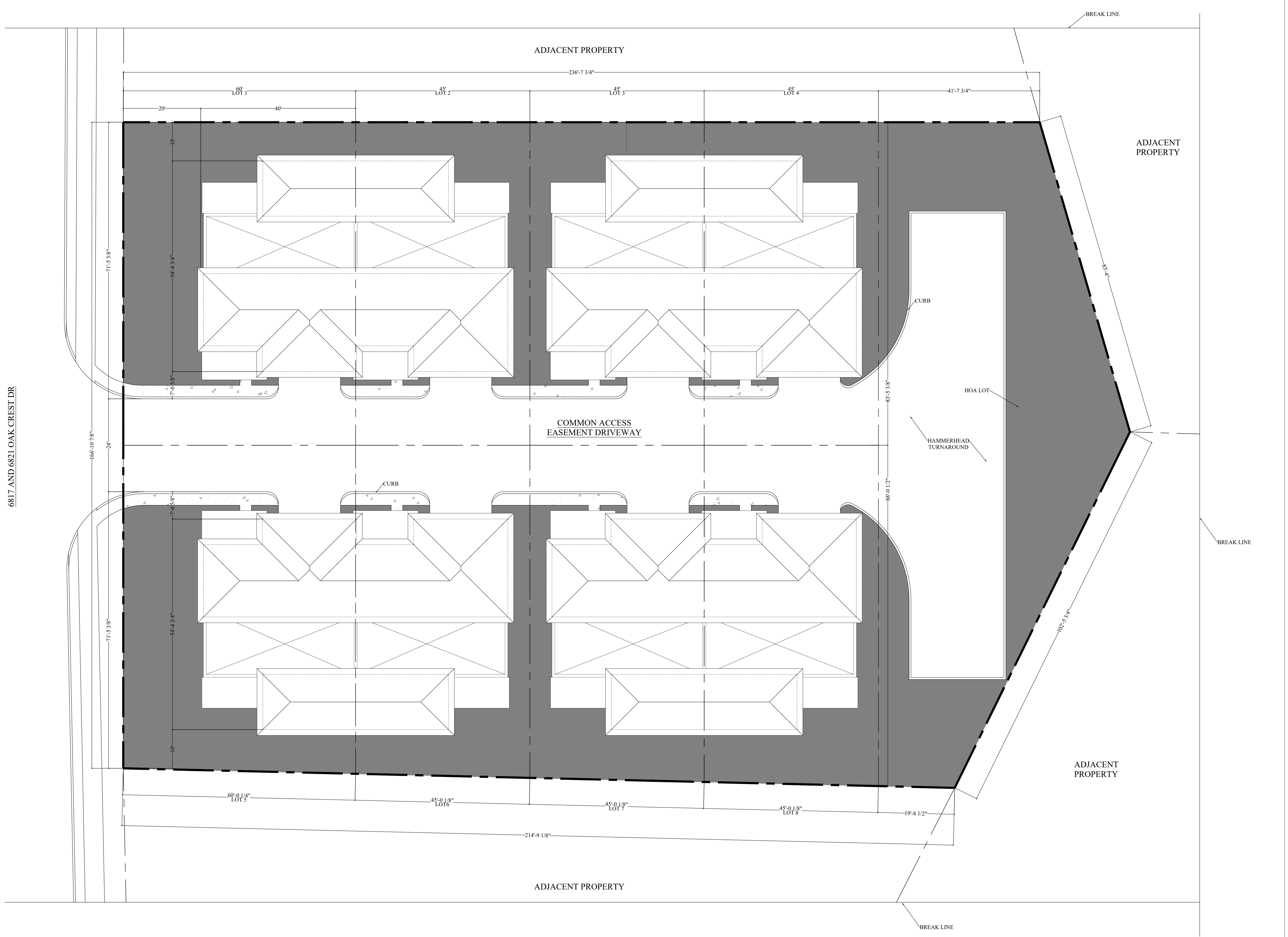
DRAWN BY: F. CANOURA

CHECKED BY:

DATE: 11-28-23

SCALE: AS NOTED

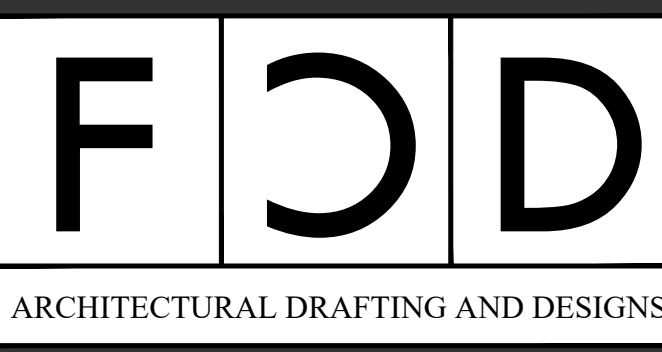
CS1.0



6817 AND 6821 OAK CREST DR

CONCEPT SITE PLAN

SCALE: 3/32" = 1'-0"



FEDERICO CANOURA
FCANOURA@FC-DESIGNS.NET
(682) 407-5770

CLIENT:

MK3 GROUP, LLC

1002 SPANISH TRAIL,
KELLER, TX 76262

PROJECT:

DUPLEX
CONCEPT

6817 AND 6821 OAK CREST DR W,
KENNEDALE, TX 76140

SHEET TITLE:

CONCEPT
SITE PLAN

NO.	REVISION/ISSUED	DATE
1	SCHEMATIC DESIGN	11/28/23

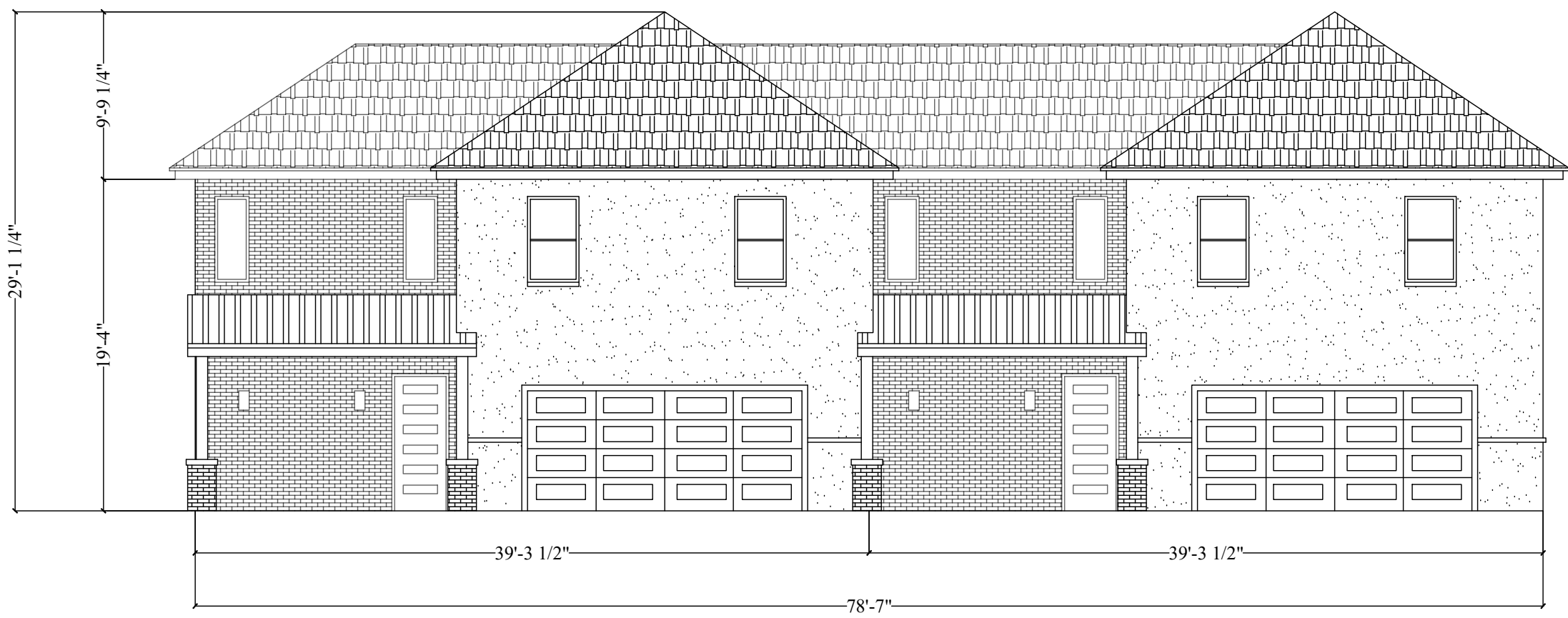
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CHECKED BY:

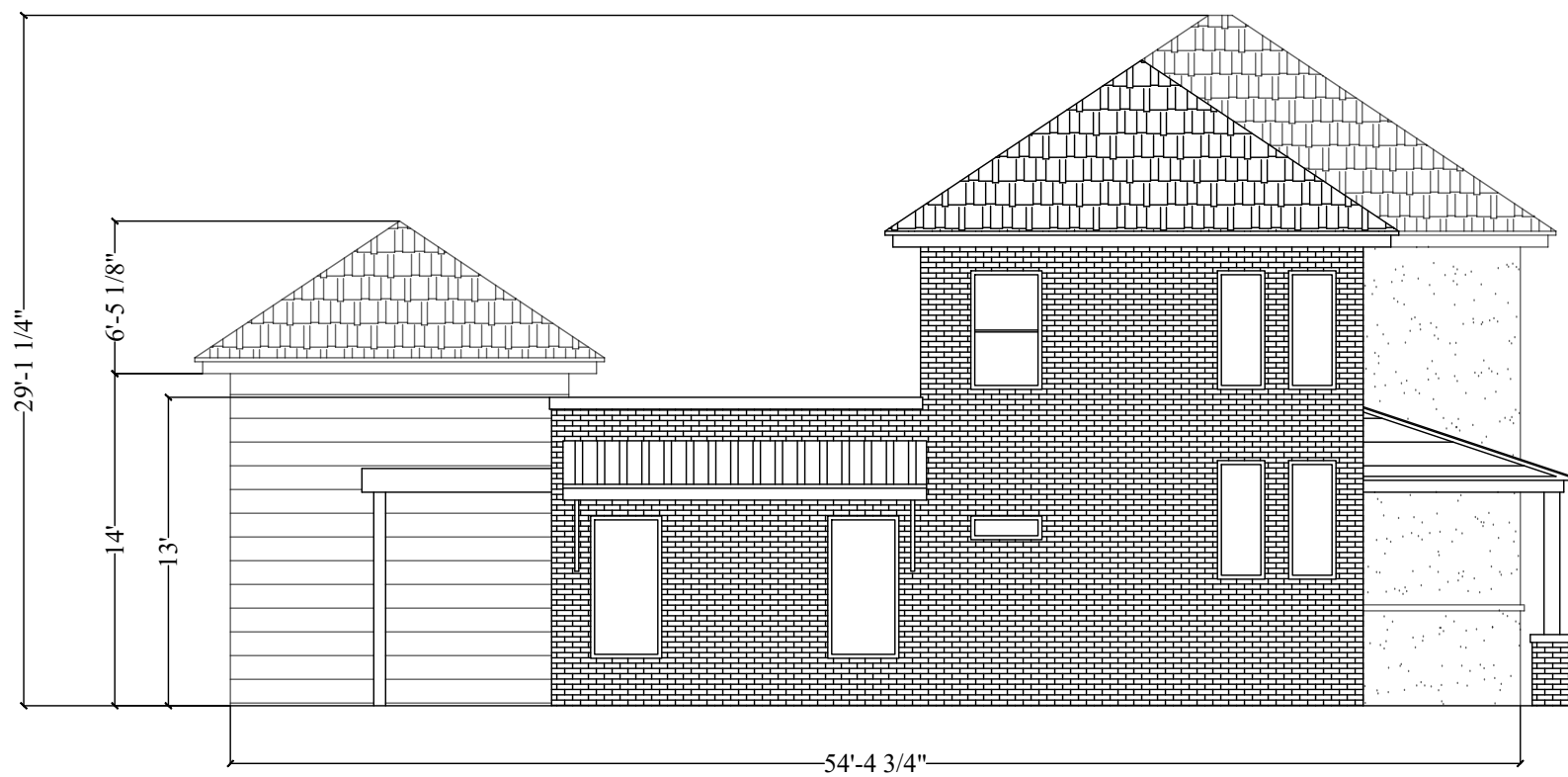
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SCALE: AS NOTED

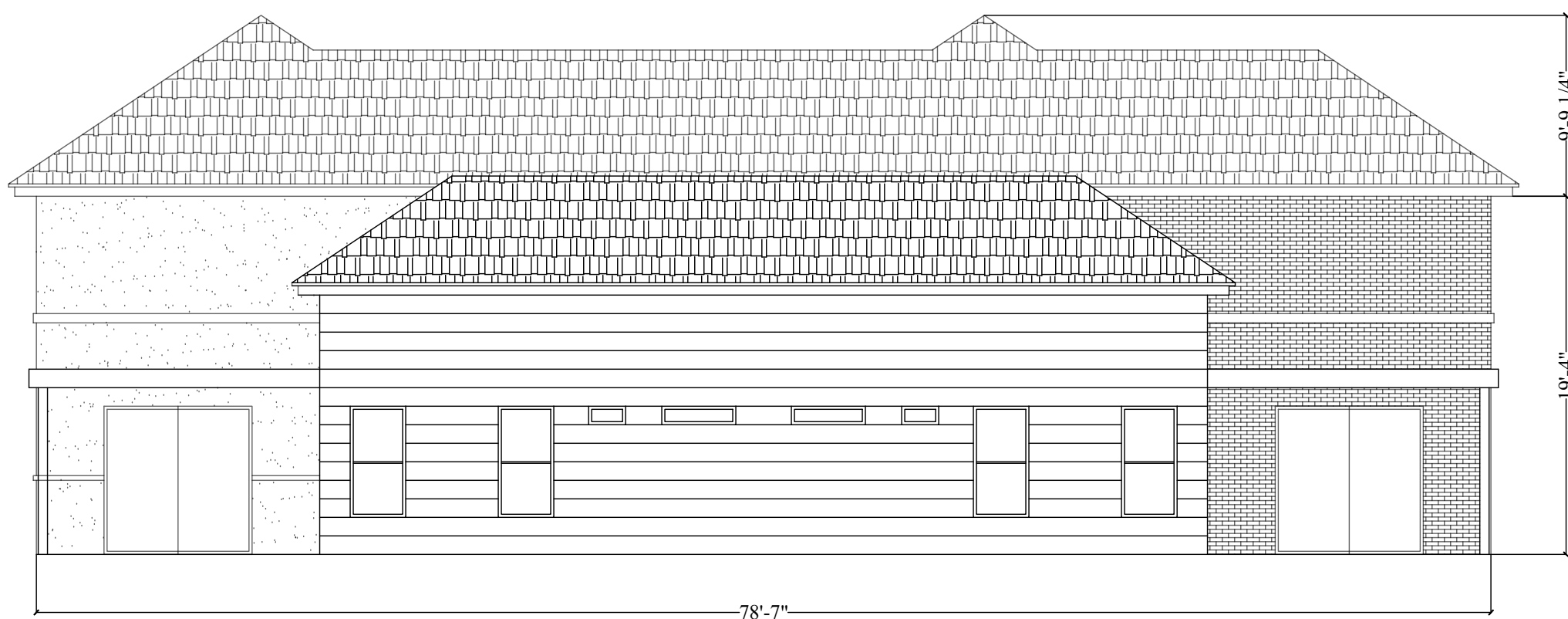
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04 FACADE



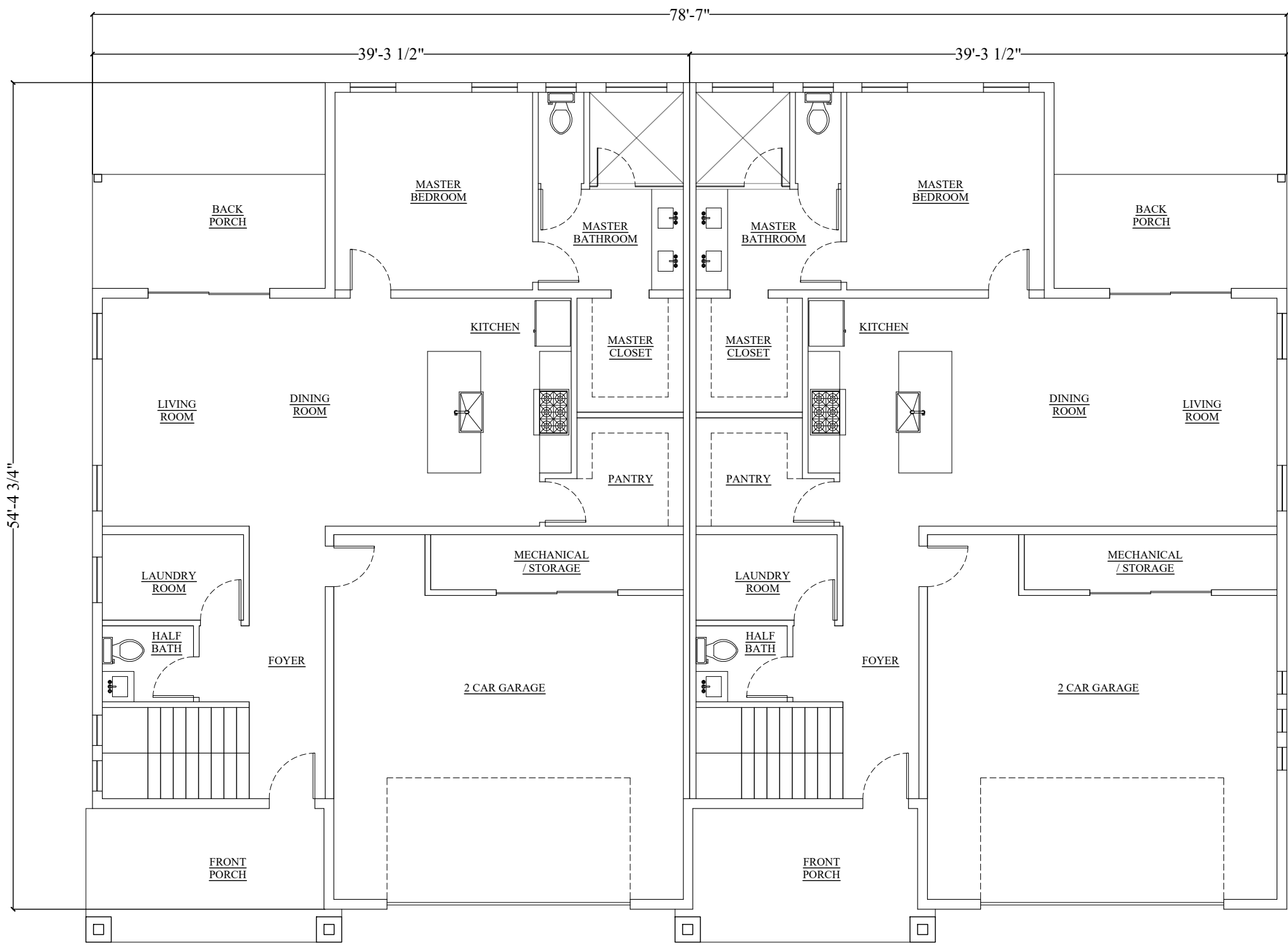
05 LEFT SIDE ELEVATION



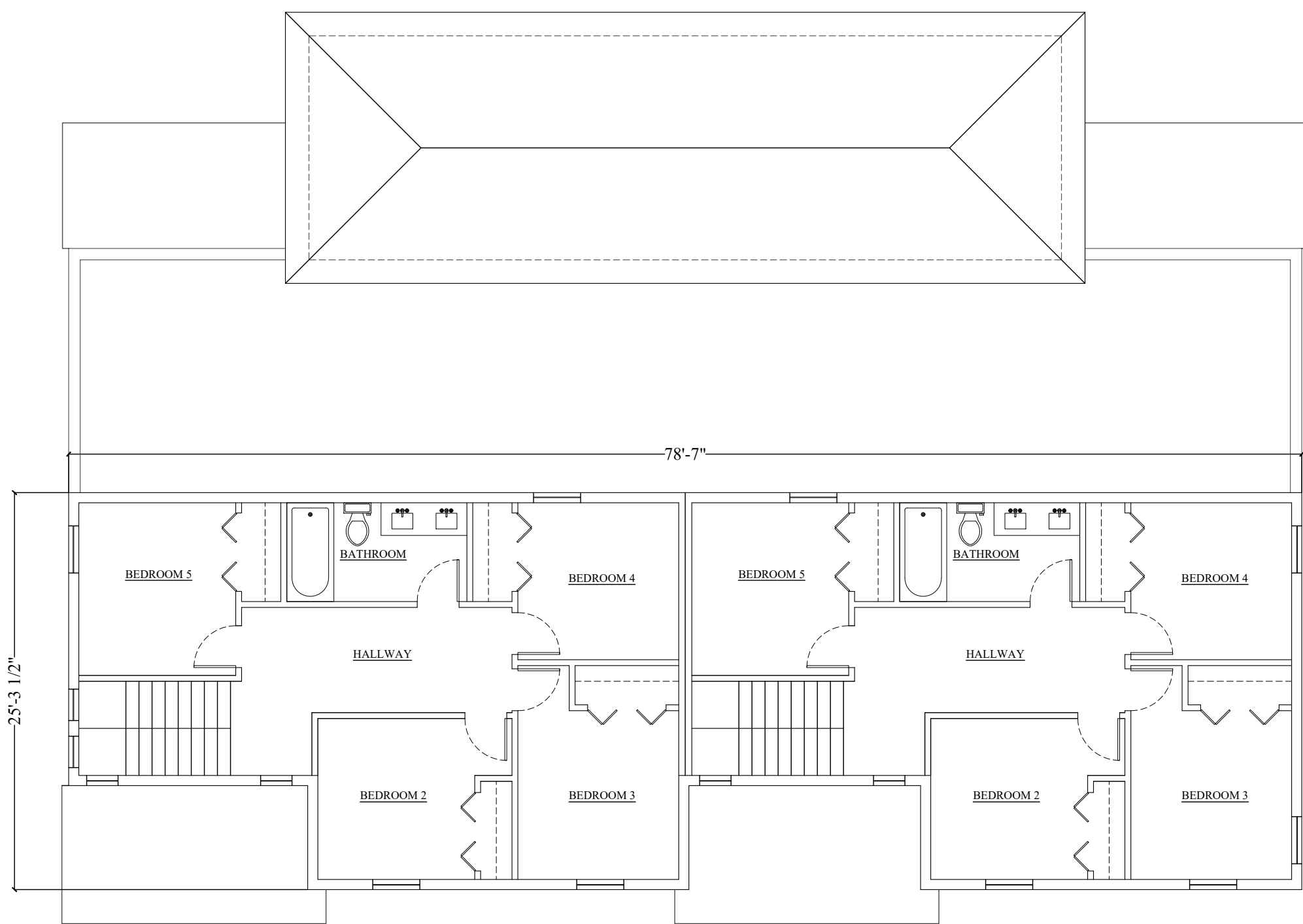
06 REAR SIDE ELEVATION



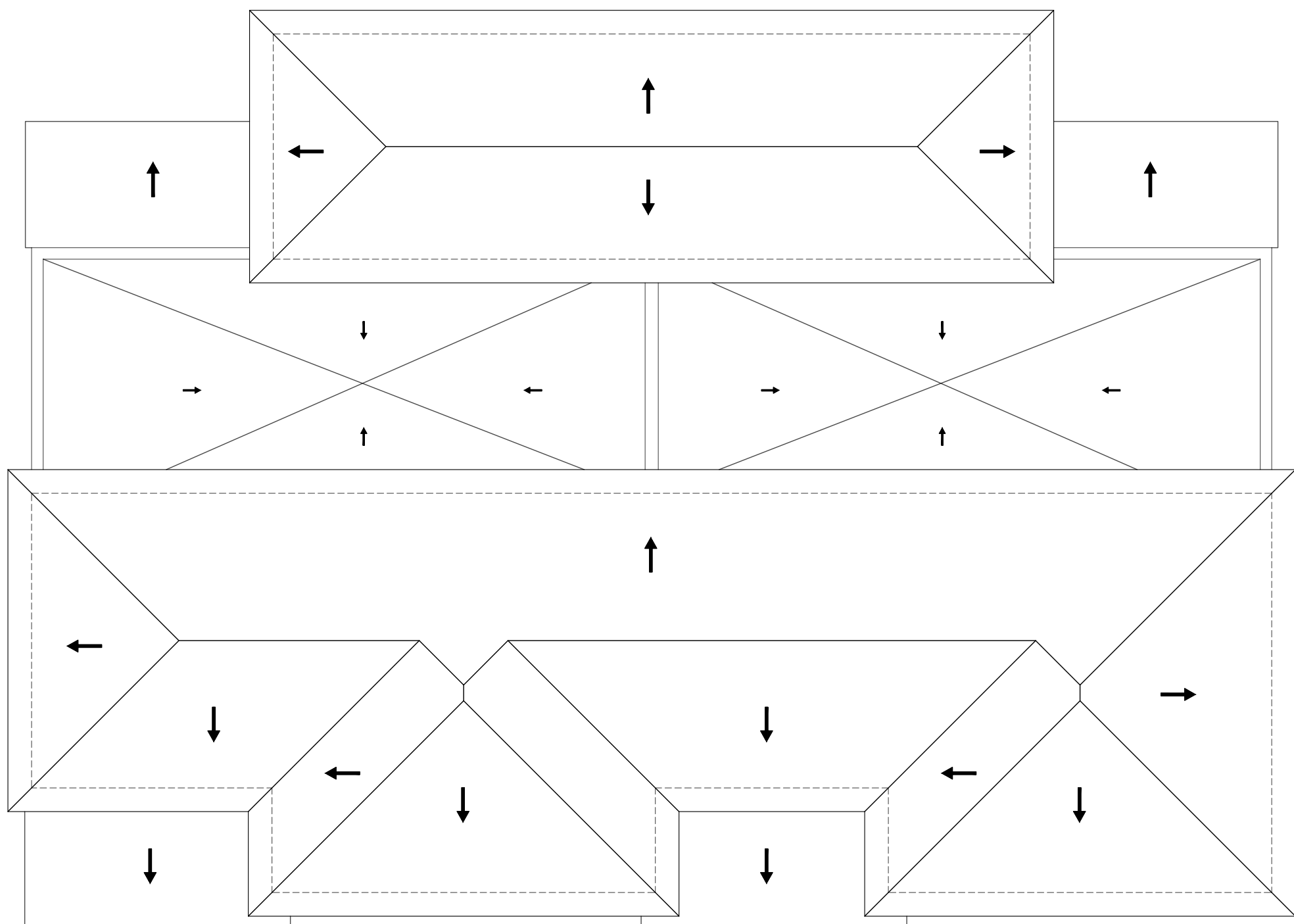
07 RIGHT SIDE ELEVATION



01 FIRST FLOOR



02 SECOND FLOOR



03 ROOF PLAN

FLOOR PLANS, ROOF PLAN AND ELEVATIONS

SCALE: 1/8" = 1'-0"

CLIENT:

MK3 GROUP, LLC

1002 SPANISH TRAIL,
KELLER, TX 76262

PROJECT:

DUPLEX
CONCEPT

6817 AND 6821 OAK CREST DR W,
KENNEDALE, TX 76140

SHEET TITLE:

FLOOR PLANS, ROOF
PLAN & ELEVATIONS

NO.	REVISION/ISSUED	DATE
1	SCHEMATIC DESIGN	11/28/23

DRAWN BY: F. CANOURA

CHECKED BY:

DATE: 11-28-23

SCALE: AS NOTED

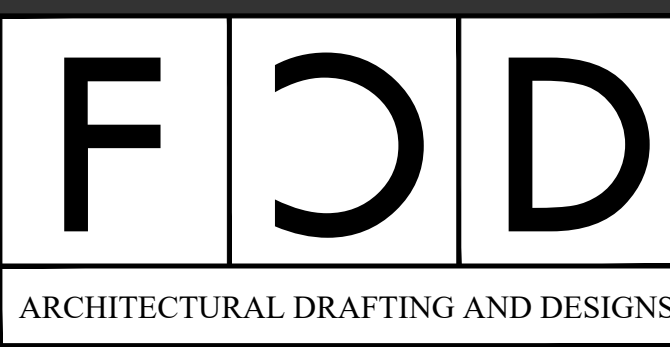
A2.0



01 3D MODEL RENDERING

RENDERING

SCALE: 1/8" = 1'-0"



FEDERICO CANOURA
FCANOURA@FC-DESIGNS.NET
(682) 407-5770

CLIENT: MK3 GROUP, LLC

1002 SPANISH TRAIL,
KELLER, TX 76262

PROJECT:

DUPLEX
CONCEPT

6817 AND 6821 OAK CREST DR W,
KENNEDALE, TX 76140

SHEET TITLE:

3D MODEL
RENDERING

NO.	REVISION/ISSUED	DATE
1	SCHEMATIC DESIGN	11/28/23

DRAWN BY: F. CANOURA

CHECKED BY:

DATE: 11-28-23

SCALE: AS NOTED

A3.0

CITY OF
KENNEDALE
A ZONING
CHAGNE IS
REQUESTED
FOR THIS SITE
GATE 1
FOR INFORMATION CALL
817-985-2131



CITY OF
KENNEDALE
A ZONING
CHANGE IS
REQUESTED
FOR THIS SITE
CASE #
FOR INFORMATION CALL:
817-985-2135





The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
The State
Ledger-Enquirer

Durham | The Herald-Sun
Fort Worth Star-Telegram
The Fresno Bee
The Island Packet
The Kansas City Star
Lexington Herald-Leader
The Telegraph - Macon
Merced Sun-Star
Miami Herald
El Nuevo Herald

The Modesto Bee
The Sun News - Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

Order Confirmation

CITY OF KENNEDALE
405 MUNICIPAL DR
KENNEDEALE TX 760602249

Order Number: 500887
Order PO:
Bill-To Account: 19300
Date: 12/15/23
Sales Contact: Nancy Calvery
Sales Contact Phone:

Dates	Order No.	Description	Product	Size	Billed Units	Times Run	Net Amount
12/17/2023 - 12/17/2023	500887	Print Legal Ad-IPL01522000 IPL0152200	FTW-Star-Telegram Legal Misc Legals CLS	1 x 69 L	69 L	1	\$0.00

Order Total Cost

\$0.00

Ad Preview

CITY OF KENNEDALE NOTICE OF PUBLIC HEARING

THE KENNEDALE PLANNING AND ZONING COMMISSION WILL HOLD A PUBLIC HEARING FOR THE FOLLOWING CASES ON THURSDAY, JANUARY 25, 2024 AT 6 P.M. IN THE CITY COUNCIL CHAMBERS, LOCATED AT 405 MUNICIPAL DRIVE, KENNEDALE, TARRANT COUNTY, TEXAS 76060:

PZ CASE #24-01 TO CONDUCT A PUBLIC HEARING AND CONSIDER A PROPOSED ZONING CHANGE REQUEST FROM "AG-AGRICULTURE DISTRICT" TO "TH-TOWNHOME DISTRICT" FOR APPROXIMATELY 4.27 ACRES BEING TRACT 3F 3F1 OF THE RENFRO, JESSE B SURVEY, ABSTRACT NO. 1260, AND TRACT 3C1 HS, ABSTRACT 1285, LOCATED AT 516 CRESTVIEW DR, CITY OF KENNEDALE, TARRANT COUNTY, TEXAS.

PZ CASE #24-02 PUBLIC HEARING AND CONSIDER A PROPOSED ZONING CHANGE REQUEST FROM "PD-PLANNED DEVELOPMENT DISTRICT," MODERNO DEVELOPMENT, TO "PD-PLANNED DEVELOPMENT DISTRICT," ABSAR LLC DEVELOPMENT, FOR APPROXIMATELY 6 ACRES 3775 KENNEDALE NEW HOPE ROAD, ROBERT C RICHEY SURVEY, ABSTRACT NO 1327, TRACT 2K AND 2L, AND 3771 KENNEDALE NEW HOPE ROAD, ROBERT C RICHEY SURVEY, ABSTRACT 1359, TRACT 1 D AND 1 E, CITY OF KENNEDALE, TARRANT COUNTY, TEXAS.

PZ CASE #24-03 TO CONDUCT A PUBLIC HEARING AND CONSIDER A PROPOSED ZONING CHANGE REQUEST FROM "R-3- RESIDENTIAL DISTRICT" TO "TH-TOWNHOME DISTRICT" FOR BLOCK 8, LOTS 10 AND 11, OF THE OAK CREST ADDITION, LOCATED AT 6817 OAK CREST DR W AND 6821 OAK CREST DR W, CITY OF KENNEDALE, TARRANT COUNTY, TEXAS.

A SECOND PUBLIC HEARING FOR THESE CASES WILL BE HELD BEFORE CITY COUNCIL ON TUESDAY, FEBRUARY 20, 2024, AT 5:30 PM IN THE CITY COUNCIL CHAMBERS, LOCATED AT 405 MUNICIPAL DRIVE, KENNEDALE, TARRANT COUNTY, TEXAS 76060.

INTERESTED PERSONS ARE ENCOURAGED TO ATTEND THE PUBLIC HEARINGS TO OFFER PUBLIC COMMENTS OR PROVIDE WRITTEN COMMENTS PRIOR TO THE MEETING TO: COMMUNITY DEVELOPMENT DEPARTMENT, 405 MUNICIPAL DRIVE, KENNEDALE, TX, 76060. FOR MORE INFORMATION, PLEASE CALL (817) 985-2135.

IPL0152200
Dec 17 2023





PUBLIC HEARING RESCHEDULED

December 15, 2023

The Kennedale Planning and Zoning Commission will hold a public hearing for the following cases on Thursday, January 25, 2024 at 6 P.M. in the City Council Chambers, located at 405 Municipal Drive, Kennedale, Tarrant County, Texas 76060:

PZ CASE #24-02 TO CONDUCT A PUBLIC HEARING AND CONSIDER A PROPOSED ZONING CHANGE REQUEST FROM "R-3- RESIDENTIAL DISTRICT" TO "TH-TOWNHOME DISTRICT" FOR BLOCK 8, LOTS 10 AND 11, OF THE OAK CREST ADDITION, LOCATED AT 6817 OAK CREST DR W AND 6821 OAK CREST DR W, CITY OF KENNEDALE, TARRANT COUNTY, TEXAS.

A second public hearing for this case will be held before City Council on Tuesday, February 20, 2024, at 5:30 PM IN the City Council Chambers, located at 405 Municipal Drive, Kennedale, Tarrant County, Texas 76060.



We are sending notification to those who own real property within 200 feet of the request in case they wish to attend the public hearings or provide written comments. You are not required to attend the public hearing, but if you choose to attend, you will have the opportunity to speak either in favor of or against the request(s). Written comments may be provided prior to the meeting to the City Secretary's Office, 405 Municipal Drive, Kennedale, TX 76060. If you would like more information about the case or public hearing process, please contact Nathan Gonzales at 817-985-2135 or ngonzales@cityofkennedale.com.



The agenda will be posted at 72 hours before the meeting at www.cityofkennedale.com/agendas and the meeting calendar is published at www.cityofkennedale.com/cal. For your reference, a map showing the property is below.

Sincerely,

Nathan Gonzales
Director of Community Development
City of Kennedale
405 Municipal Dr
Kennedale, TX 76060
ngonzales@cityofkennedale.com
(817)985-2135



PUBLIC HEARING RESCHEDULED

December 15, 2023

The Kennedale Planning and Zoning Commission will hold a public hearing for the following cases on Thursday, January 25, 2024 at 6 P.M. in the City Council Chambers, located at 405 Municipal Drive, Kennedale, Tarrant County, Texas 76060:

PZ CASE #23-15 TO CONDUCT A PUBLIC HEARING AND CONSIDER A PROPOSED ZONING CHANGE REQUEST FROM "R-3- RESIDENTIAL DISTRICT" TO "TH-TOWNHOME DISTRICT" FOR BLOCK 8, LOTS 10 AND 11, OF THE OAK CREST ADDITION, LOCATED AT 6817 OAK CREST DR W AND 6821 OAK CREST DR W, CITY OF KENNEDALE, TARRANT COUNTY, TEXAS.

A second public hearing for these cases will be held before City Council on Tuesday, February 20, 2024, at 5:30 PM IN the City Council Chambers, located at 405 Municipal Drive, Kennedale, Tarrant County, Texas 76060.



We are sending notification to those who own real property within 200 feet of the request in case they wish to attend the public hearings or provide written comments. You are not required to attend the public hearing, but if you choose to attend, you will have the opportunity to speak either in favor of or against the request(s). Written comments may be provided prior to the meeting to the City Secretary's Office, 405 Municipal Drive, Kennedale, TX 76060. If you would like more information about the case or public hearing process, please contact Nathan Gonzales at 817-985-2135 or ngonzales@cityofkennedale.com.



The agenda will be posted at 72 hours before the meeting at www.cityofkennedale.com/agendas and the meeting calendar is published at www.cityofkennedale.com/cal. For your reference, a map showing the property is below.

Sincerely,

Nathan Gonzales
Director of Community Development
City of Kennedale
405 Municipal Dr
Kennedale, TX 76060
ngonzales@cityofkennedale.com
(817)985-2135

30390-8-9-10
Carlos Velazquez
4804 Osage Ct
Arlington, Texas 76018-1071

30390-8-10-30

30390-8-3
GONZALEZ ANTONIO
4225 ALAMO AVE
FORT WORTH, TX 76107

30390-7-10
LONG JAMES C
5028 HETHERINGTON PL
THE COLONY, TX 75056

30390-8-14
OAKCREST FAMILY CHURCH INC
6741 OAK CREST DR W
FORT WORTH, TX 76140

30390-8-13
TRAN HUNG T
4219 GLENGATE DR
ARLINGTON, TX 76016

30390-8-1
OAK CREST FAMILY CHURCH
6741 OAK CREST DR W
FORT WORTH, TX 76140

30390-7-12
OAKCREST FAMILY CHURCH INC
6741 OAK CREST DR W
FORT WORTH, TX 76140

30390-8-11
Matthew Sanchez
1002 Spanish Trail
Keller, Texas 76262

30390-8-15
OAK CREST FAMILY CHURCH
6741 OAK CREST DR W
FORT WORTH, TX 76140

30390-8-7
SMITH SHIRLEY
2102 OAKWOOD ST
HALTOM CITY, TX 76117

30390-8-12
Indya Murray
405 MUNICIPAL DR
KENNEDEALE, TX 76060

30390-8-8A
TMSP LLC
6824 OAK CREST DR W
FORT WORTH, TX 76140

30390-8-6

30390-8-4
HARDEE AMBER
6744 OAK CREST DR W
FORT WORTH, TX 76140

30390-8-2
OAK CREST FAMILY CHURCH
6741 OAK CREST DR W
FORT WORTH, TX 76140

30390-8-9-10
Carlos Velazquez
4804 Osage Ct
Arlington, Texas 76018-1071

30390-8-10-30

30390-1-29
B J HESTER FAMILY LTD PRTNSHP
PO BOX 8622
FORT WORTH, TX 76124

30390-1-26
Warrior Acquisitions LLC
5361 Grenada Dr.
Fort Worth, Texas 76179

30390-1-28
Warrior Acquisitions
5361 Grenada Dr.
Fort Worth, Texas 76179

30390-8-14
OAKCREST FAMILY CHURCH INC
6741 OAK CREST DR W
FORT WORTH, TX 76140

30390-8-13
TRAN HUNG T
4219 GLENGATE DR
ARLINGTON, TX 76016

30390-1-25
HALL DEREK
6720 OAK CREST DR W
FORT WORTH, TX 76140

30390-8-1
OAK CREST FAMILY CHURCH
6741 OAK CREST DR W
FORT WORTH, TX 76140

30390-7-12
OAKCREST FAMILY CHURCH INC
6741 OAK CREST DR W
FORT WORTH, TX 76140

30390-1-32
TEXAS TANK & TIRE
6824 OAK CREST DR W
FORT WORTH, TX 76140

30390-8-11
Matthew Sanchez
1002 Spanish Trail
Keller, Texas 76262

30390-1-32
TEXAS TANK & TIRE
6824 OAK CREST DR W
FORT WORTH, TX 76140

30390-8-15
OAK CREST FAMILY CHURCH
6741 OAK CREST DR W
FORT WORTH, TX 76140

30390-1-27
ZACARIAS-GARCIA MIGUELINA
6804 OAK CREST DR W
FORT WORTH, TX 76140

30390-1-30
RANDALL CARELLA
6816 OAK CREST DR W
FORT WORTH, TX 76140

30390-1-24
JOHNSON ROBERT KELTON
311 HILLCREST AVE
RICHARDSON, TX 75081

30390-8-12
Indya Murray
405 MUNICIPAL DR
KENNEDEALE, TX 76060

30390-1-31
Carlos Vasquez
405 MUNICIPAL DR
KENNEDEALE, TX 76060

30390-8-2
OAK CREST FAMILY CHURCH
6741 OAK CREST DR W
FORT WORTH, TX 76140



6817 OAK CRST W

6821 OAK CREST W

30390-8-9-10
Carlos Velazquez
4804 Osage Ct
Arlington, Texas 76018-1071

30390-8-10-30

30390-1-29
B J HESTER FAMILY LTD PRTNHP
PO BOX 8622
FORT WORTH, TX 76124

A1375-43D
SOUTHERN PACIFIC RR CO
1400 DOUGLAS STOP 1640 ST
OMAHA, NE 68179

30390-1-28
Warrior Acquisitions
5361 Grenada Dr.
Fort Worth, Texas 76179

30390-8-13
TRAN HUNG T
4219 GLENGATE DR
ARLINGTON, TX 76016

~~30390-1-33
Indya Murray
405 MUNICIPAL DR
KENNEDEALE, TX 76060~~

30390-1-32
TEXAS TANK & TIRE
6824 OAK CREST DR W
FORT WORTH, TX 76140

30390-8-11
Matthew Sanchez
1002 Spanish Trail
Keller, Texas 76262

30390-1-32
TEXAS TANK & TIRE
6824 OAK CREST DR W
FORT WORTH, TX 76140

14400--F1C

30390-1-30
RANDALL CARELLA
6816 OAK CREST DR W
FORT WORTH, TX 76140

A1376-43
SOUTHERN PACIFIC RR CO
1400 DOUGLAS STOP 1640 ST
OMAHA, NE 68179

~~30390-8-12
Indya Murray
405 MUNICIPAL DR
KENNEDEALE, TX 76060~~

30390-1-31
Carlos Vasquez
405 MUNICIPAL DR
KENNEDEALE, TX 76060

6821 Oak Crest W

40283-1-13
PEREZ DANIEL
1407 FERN CT
KENNEDEALE, TX 76060

40283-1-16
KREIGER VICTOR E ETAL GLORIA
1402 FERN CT
KENNEDEALE, TX 76060

40283-1-10
DREW ROBERT
1401 FERN CT
KENNEDEALE, TX 76060

40283-1-18
HIVALE JOHN S
418 COKER VALLEY DR
KENNEDEALE, TX 76060

40283-1-12
LIZARRAGA RICHARD
1405 FERN CT
KENNEDEALE, TX 76060

40283-1-7
OWENS MELVIN L
1404 MALLARD CT
KENNEDEALE, TX 76060

40283-1-5
FLORES GILBERT
1409 MALLARD CT
KENNEDEALE, TX 76060

40283-1-8
HALL SHARON KAY
1402 MALLARD CT
KENNEDEALE, TX 76060

40283-1-17
ATCHLEY WILLIAM
1400 FERN CT
KENNEDEALE, TX 76060

40283-1-15
MCCARTNEY DAMON L
1404 FERN CT
KENNEDEALE, TX 76060

40283-1-11
MOORE LISA
1403 FERN CT
KENNEDEALE, TX 76060

40283-1-9
RIFFE JOHN P
1400 MALLARD CT
KENNEDEALE, TX 76060

40283-1-14
HARDY CORNELIUS R
1406 FERN CT
KENNEDEALE, TX 76060

40283-1-6
KETNER RICHARD L
1406 MALLARD CT
KENNEDEALE, TX 76060



STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: FEBRUARY 20, 2024

AGENDA ITEM NUMBER: PUBLIC HEARING ITEM III.D.

SUBJECT
Conduct a public hearing and consider approval on the participation with Tarrant County Community Development and House for the 50th Year Community Development Block Grant Program. This includes replacement of roughly 1250 linear feet of asbestos concrete water main, valve, and services. The system will be upgraded with an 8" PVC pipe, new valves, and new services along North Road, between North Dick Price Road and West 3rd Street.

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

1.	0131202419_43	0131202419_43.pdf
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The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
The State
Ledger-Enquirer

Durham | The Herald-Sun
Fort Worth Star-Telegram
The Fresno Bee
The Island Packet
The Kansas City Star
Lexington Herald-Leader
The Telegraph - Macon
Merced Sun-Star
Miami Herald
El Nuevo Herald

The Modesto Bee
The Sun News - Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
19300	513984	Print Legal Ad-IPL01570390 - IPL0157039		\$56.68	1	27 L

Attention: Raeanne Byington

CITY OF KENNEDALE
405 MUNICIPAL DR
KENNEDEALE, TX 760602249

citysecretary@cityofkenneedale.com

Notice of Public Hearing (Draft)

The Kennedale City Council will hold a public hearing Tuesday, February 20, 2024, at 5:30 PM. in the City Council Chambers at 405 Municipal Drive, regarding the authorization to fund participation with Tarrant County Community Development and Housing for the 50th Year Community Development Block Grant (CDBG) Program. The Proposed project includes the replacements of roughly 1250 linear feet of asbestos concrete water main, valves, and services. The system will be upgraded with a 8" PVC pipe, new valves, and new services along North Road between North Dick Price Road and West 3rd Street.

Interested people are encouraged to attend the public hearing to offer public comments or to provide written comments prior to the meeting to the City Secretary, 405 Municipal Drive, Kennedale, TX, 76060. For more information, please call 817-985-2105.
IPL0157039
Jan 26 2024

THE STATE OF TEXAS COUNTY OF TARRANT

Before me, a Notary Public in and for said County and State, this day personally appeared Stefani Beard, Bid and Legal Coordinator for the Star-Telegram, published by the Star-Telegram, Inc. at Fort Worth, in Tarrant County, Texas; and who, after being duly sworn, did depose and say that the attached clipping of an advertisement was published in the above named paper on the listed dates:

1 insertion(s) published on:

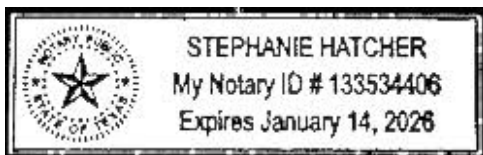
01/26/24

Stefani Beard

Sworn to and subscribed before me this 31st day of
January in the year of 2024

Stephanie Hatcher

Notary Public in and for the state of Texas, residing in
Dallas County



Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!

MEETING DATE: FEBRUARY 20, 2024

AGENDA ITEM NUMBER: WORK SESSION ITEM IV.A.

SUBJECT
WORK SESSION REPORTS

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS



STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: FEBRUARY 20, 2024

AGENDA ITEM NUMBER: WORK SESSION ITEM IV.B.

SUBJECT
2023 ANNUAL REPORT FOR PUBLIC WORKS

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

1.	'23 PWs Activity	'23 PWs Activity.pdf
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Public Works Activity Highlights for 2023

Streets

- 2,999 manhours / 58 per wk.



Streets

- New Hope Rd. within the limits of W. 4th. St. and UPRR Crossing; resurfaced 39,125 SF with 5" of HMAC at \$215,651.90
- W. 3rd. St. within the limits of Municipal Dr. and North Rd.; paved 50,500 SF for \$278,760
- Resurfaced 49,200 SF of W 4th. St. from New Hope Rd. to North Rd. at \$262,927.61
- Resurfaced 42,060 SF of W 5th. St. from New Hope Rd. to North Rd. at \$215,284.46
- Resurfaced 38,940 SF of Broadway St, from New Hope Rd. to North Rd. at \$235,588.88



Streets

- Jonah Rd.: paved 10,010 SF with 2" HMAC from Susan Dr. to Dead End at \$33,783.43
- Joy St.: paved 14,016 SF with 2" HMAC from Kennedale Sublett Rd. to Border Ln. at \$43,189.40
- Cooper St.: resurfaced 13,952 SF with 2" HMAC from Kennedale Sublett Rd. to Border Ln. at \$42,855.40
- Corry A Edwards: resurfaced 30,240 SF with 2" HMAC from Bus 278 to W 3rd. St. at \$82,745.66



Streets

- All-Way Stop sign at the intersection of Little School Rd. and Pennsylvania Ave. at \$4,168.32



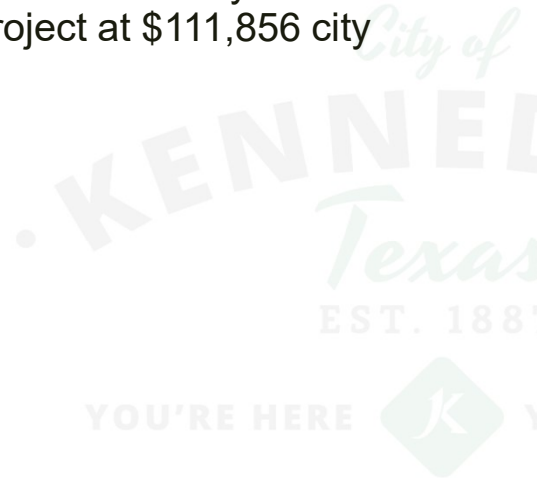
49 lane miles

Generate budget scenarios for pavement rehab. & Recon.

Manage network system conditions

Streets

- TxDot New Hope Rd.: an off-system TXDOT bridge project at \$111,856 city participation



Parks

4,565 manhours / 88 per wk.



Parks



DALE.
17
YOUR HOME

Parks



Parks



Parks



Sonora Park Splashpad, upgraded with new water features and shaded canopies at \$177,820

Proposed

Existing



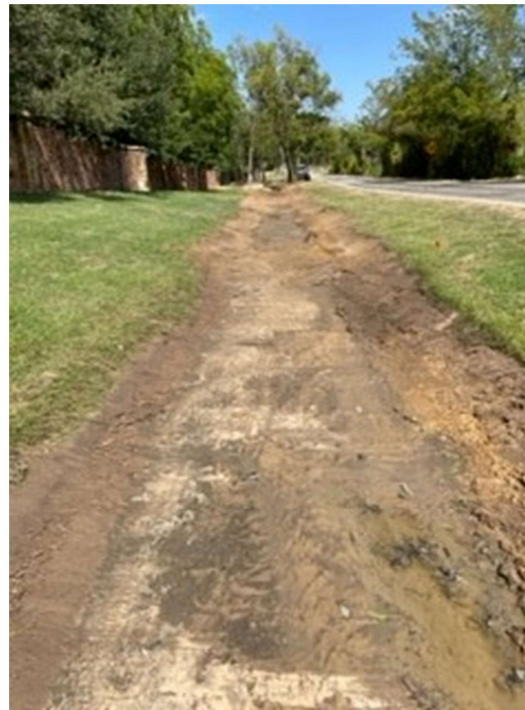
Sonora Park Playground upgrades anticipated completion Feb. '24 at \$308,000

Storm Water

Before



After



- Falcon Crest drainage improvement at \$7,000

Utilities

- Upgraded 600 LF 6" DI water pipe to 8" PVC on S. New Hope Rd. at \$120,000
- Installed 480 LF of 12" PVC waterline and 1,590 LF of 8" PVC sanitary sewer on W. 3rd. St. at \$xxx
- Installed 450 LF of 12" HDPE waterline on Swiney Hiatt Rd. from Falcon Crest Dr. to Joplin Rd.
- Aggressively replacing manual read water meters with AMIs.; to date, we've installed 3,049 at \$810,210
- T2, 150 N Little School Rd. groundwater well rehabilitation at \$98,000
- T3, 500 Gail Dr. groundwater well rehab. at \$65,000

Utilities



- T4, 751 Caruthers Ln., 0.50MG water storage tank replacement



- T3, 500 Gail Dr., 1.0MG elevated water storage tank rehabilitation

Regulatory Compliance

- MS4 (Municipal Separate Sanitary Stormwater System); 2022 Annual Report was filed with TCEQ on 3/30/23
- CCR(Consumer Confidence Report); 2022 Annual Drinking Water Quality Report was posted on 5/30/23
- EPP/SB3 (Emergency Preparation Plan); submitted on 12/1/23 to TCEQ
- Grandfathered Use Permit was submitted on 11/29/23 to NTGCD (Northern Trinity Groundwater Conservation District)
- LCRR (Lead and Copper Rule Revision); inventory due on 10/16/24

Upcoming Improvements

- N Little School Rd. Ext. Project, a joint venture ILA with Tarrant County, for a 50/50 participation; our estimated share is \$6,531,250
- Valley Ln. interceptor project, from Texas Raceway to I-820 for approximately 10,000 LF of 15" – 24" PVC sanitary sewer at approximately \$13M.
- Collet Sublett Rd. improvement project, from Magnolia Hills Addition to Swiney Hiatt Rd. at a construction cost of \$2,374,914.50
- New Hope Rd.: Repaving ILA with Precinct 2, from 414 New Hope Rd. to Hudson Village Creek
- Swiney Hiatt Rd.: Repaving ILA with Precinct 2, from Collett Sublett Rd. to Joplin Rd.
- Eden Rd.: Repaving ILA with precinct 2, from Kennedale Parkway to Hudson Village Creek and Mansfield Cardinal Rd. to Kennedale Parkway
- Safe Route to School (SRTS): An Advanced Funding Agreement with TxDOT that will address pedestrian infrastructure (sidewalks) on Mistletoe Dr., Paula St., Timberline Dr. and Crestview; our participation is estimated at \$406,682.00
- Valley Ln. Stabilization Project
- Valley Ln. & Averett Rd. Bridge Improvements; a cost share participation with TxDOT Off-System bridge improvement project estimated at \$290,849



STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: FEBRUARY 20, 2024

AGENDA ITEM NUMBER: WORK SESSION ITEM IV.C.

SUBJECT
2023 ANNUAL REPORT FOR HUMAN RESOURCES

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

1.	CoKennedale HR Presentation 02.20.2024	CoKennedale HR Presentation 02.20.2024.pptx
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Human Resources Department

Caroline E. Green, C.P.M., M.A., IPMA-SCP

Director of Human Resources & Administrative Services

February 20, 2024

Mission Statement

- ◆ The City of Kennedale's Human Resources Department provides guidance and assistance to all staff within each department.

Vision Statement

- ◆ The vision is to provide exceptional human resources services for both internal and external customers and improve the partnership, one employee professionally at a time.

Who I am?

Director of Human Resources & Administrative Services

- ◆ Department of One
- ◆ Maintain recruitment, and hiring practices
- ◆ Classification & Compensation, Personnel records,
- ◆ Manage Open Record Requests
- ◆ Performance Evaluations, & Employee Relations
- ◆ Responsible for compliance with state, federal, and local employment laws.
- ◆ Manage Hiring Interviews
- ◆ Oversee Drug Testing (Candidates/Random)
- ◆ Human Resources over 500+ hours of training



Who I am?

Director of Human Resources & Administrative Services



- ◆ Chamber of Commerce Ambassador
- ◆ Open Enrollment (Benefits)
- ◆ City-Wide Training
- ◆ Monthly luncheon Team building
- ◆ External Relationships with Workforce Solutions
- ◆ New Employee Orientation
- ◆ Administration over 150+ training hours

“Highlights and Accolades”

- Currently have 72 employees
- **Current Opening**: one F/T opening only (Public Works)
- Partnership with Workforce Solutions in 2023 with interns to fill Public Works positions.
 - 4 interns/13 weeks (2,080 hours)
 - Salary savings for the City: **\$41,600.00**
 - H/R attends Workforce Job Fairs and /or provide recommendation letter
- City Annual *mandatory* audit via ” Finance completed with no errors found in Human Resources
- Employee Monthly Luncheons
- In 2023 completed **20+** New Employee Orientations Classes (N.E.O.)
- 22 New Hires joined the City.
 - Completion of mandatory courses
- Queued for digitalization of personnel files with Access storage

More in 2024! What's to Come...

- ◆ Completion of Digitalization of Personnel Files.
- ◆ Plan, prepare, and monitor human resources operations budget.
- ◆ Gearing up for City-Wide Training in June 2024.
 - ◆ **Compliance Training** – Supervisor Evaluation Training (S.E.T)
 - ◆ Sexual Harassment
 - ◆ Cyber Security Training
 - ◆ Active Shooter & Crime Prevention
 - ◆ AED, Stop the Bleed, & Narcan Use

Any Questions?

817-985-2106



STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: FEBRUARY 20, 2024

AGENDA ITEM NUMBER: WORK SESSION ITEM IV.D.

SUBJECT

2023 ANNUAL REPORT FOR FINANCE

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

1.	2023 Annual Presentation to Council FORMATTED	2023 Annual Presentation to Council FORMATTED.pptx
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YOU'RE HERE  YOUR HOME

Department of Finance 2023 Year In Review

Presented by Jon Horton, CPA
Director

Department of Finance

- ◆ Jon Horton, CPA
 - ◆ Director
- ◆ Debby Scott
 - ◆ Senior Accounting Associate
- ◆ BRigete Davenport
 - ◆ Accounting Associate II
- ◆ Felicia Diggs
 - ◆ Accounting Associate II

Department of Finance

The City's Finance Department has three main objectives: provide timely and materially correct financial reports, safeguard the financial assets of the City, and ensure those who do business with the City are paid in a timely manner.

Major Projects in 2023

- ◆ Fiscal year(FY) 22 Annual Comprehensive Financial Report
 - ◆ Unmodified Opinion issued by FORVIS
- ◆ \$17.065MM Certificates of Obligation
 - ◆ Bonds sold in September 2023
- ◆ \$20MM Certificates of Obligation/General Obligation
 - ◆ \$3MM General Obligation authorization passed in November election
 - ◆ \$17MM Certificates of Obligation for Public Safety facility renovations and the Little Road extension
- ◆ Water Rate Study
 - ◆ Ongoing, Final Presentation likely in March 2024
- ◆ Payroll Shift to ADP
 - ◆ Complete*

Major Projects in 2023

- ◆ FY24 Budget
 - ◆ Adopted in September 2023
- ◆ External Storage Elimination
 - ◆ Ongoing, anticipated completion of July 2024
- ◆ Month-End/Close Timing
 - ◆ Presenting prior month activity to Council in regular monthly meetings
 - ◆ Prior to September the financials presented were for the second month prior
- ◆ Policy Review
 - ◆ Updated Investment, Financial Management, Fund Balance, and Unclaimed Property Policies.

Transition Period - With guidance from Debbie Reid, CPA

- ◆ Long-Term Financial Planning
 - ◆ Five Year Plan
 - ◆ Created new fund specifically for Grants
 - ◆ Removed grant activity from General Fund to provide a clear view of operations
- ◆ Review of FY22 Activity
 - ◆ Corrected prior period allocation of Sales Tax revenue
- ◆ Review of FY23 Budget
 - ◆ Revised budget posted to website
- ◆ Review of funding sources with an emphasis on the Street Improvement Fund
 - ◆ Corrected funding shortfall

Change in Culture

- ◆ Moving beyond “how do we get to 5pm”
 - ◆ See beyond the horizon
 - ◆ Consider how decisions made today can impact operations in the future
- ◆ Rebuild relationships with other Departments
 - ◆ Partnership attitude
 - ◆ Stability in staffing and message
- ◆ Attendance at City Events
 - ◆ Participated in National Night Out
 - ◆ Attended every City event outside of the BBQ Showdown
 - ◆ Had a working presence at most City events

Change in Culture

- ◆ “Make Finance be the department people want to work in”
 - ◆ This was on the whiteboard in Finance starting in May
 - ◆ Someone audibly chuckled when reading that
 - ◆ Let’s reflect on the team to check for progress...

Change in Culture

- ◆ Debby Scott
 - ◆ Came out of retirement to help us out. Her experience and skills are truly unmatched. She gives full-time results in part-time hours.
- ◆ BRigete Davenport
 - ◆ Hired away from the City of Grand Prairie. Constantly positive and eager to learn. Believed in our vision enough to recruit for an open position.
- ◆ Felicia Diggs
 - ◆ Recruited by BRigete to join the Department. Provides a confident, calm mood to the Department. Also eager to learn and expand her influence.

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: FEBRUARY 20, 2024

AGENDA ITEM NUMBER: WORK SESSION ITEM IV.E.

SUBJECT

DISCUSSION AND/OR REQUESTS FOR CLARIFICATION OF ITEMS LISTED ON THE AGENDA

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

STAFF REPORT TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: FEBRUARY 20, 2024

AGENDA ITEM NUMBER: REPORTS AND ANNOUNCEMENTS ITEM V.A.

SUBJECT

REPORTS AND ANNOUNCEMENTS

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

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

STAFF REPORT TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: FEBRUARY 20, 2024

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

SUBJECT

Updates from members of the Kennedale City Council

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

STAFF REPORT TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: FEBRUARY 20, 2024

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

SUBJECT

Updates from the Mayor

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

MEETING DATE: FEBRUARY 20, 2024

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

SUBJECT

Updates from the City Manager

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS



STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: FEBRUARY 20, 2024

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

SUBJECT
Financial Reports for the City and/or the EDC

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

1.	04 January 2024 Overview	04 January 2024 Overview.pdf
2.	04 January 2024 Detail	04 January 2024 Detail.pdf



**CITY OF KENNEDALE
MONTHLY FINANCIAL REPORT
Month Ended January 31, 2024
EXECUTIVE OVERVIEW**

TO Mayor and Members of City Council
Darrell Hull, City Manager

FROM Jonathan Horton, Finance Director

DATE February 20, 2024

SUBJECT Monthly Financial Report for January 2024

Below is an overview of the monthly financial results for the current fiscal year through January. Detail schedules for each fund are attached for your review.

Results through January represent 33.3% of the fiscal year.

GENERAL FUND (01)

- ◇ Property tax revenues received year-to-date \$5,368,875; 89.8% of total budget; prior year receipts through January were 83.6% of total
- ◇ Sales tax revenues received year-to-date \$296,827; 14.9% of total budget; receipts from the State are two months delayed; i.e. October sales taxes are received in December; November in January, etc.
- ◇ General Fund expenditures year-to-date \$3,145,194; 30.7% of total budget
- ◇ Fund Balance year-to-date is \$6,440,801; 225 days of total budgeted expenditures and transfers out; revenues are ahead of spending for the fiscal year therefore fund balance is more than the projected fund balance for year-end of \$3,083,305 or 108 days of total budgeted expenditures and transfers out

WATER/SEWER FUND (10)

- ◇ Water service sales year-to-date \$810,549; 28.2% of budget
- ◇ Sewer service sales year-to-date \$581,711; 34% of budget
- ◇ Utility Billing and Operations expenditures year-to-date \$1,213,703; 33.5% of total budget
- ◇ Working Capital year-to-date is \$17,639,170; 496 days of total budgeted expenditures and transfers out; budgeted Days of Working Capital at year-end is 267 days

STORMWATER FUND (07)

- ◇ Drainage fees year-to-date \$91,714; 34% of budget
- ◇ Stormwater Fund expenditures year-to-date \$69,214; 31.1% of total budget
- ◇ Working Capital year-to-date is \$792,910; 1,342 days of total budgeted expenditures and transfers out; budgeted Days of Working Capital at year-end is 1,380 days

EDC FUND (15)

- ◇ Sales tax revenues received year-to-date \$98,892; 16.1% of total budget; receipts from the State are two months delayed; i.e. October sales taxes are received in December; November in January, etc.
- ◇ Rental fees for the Shopping Center year-to-date \$111,399.47; 35.8% of total budget
- ◇ EDC Operations expenditures year-to-date \$363,800; 50.9% of total budget; includes \$20,264 for annual Christmas event. This month also includes land purchases totalling \$187,449
- ◇ EDC Town Shopping Center expenditures year-to-date \$54,097; 16% of total budget
- ◇ Fund Balance year-to-date is \$2,203,104; 565 days of total budgeted expenditures and transfers out; budgeted Fund Balance at year-end is 463 days

CITY OF KENNEDALE MONTHLY FINANCIAL REPORT
Month Ended January 31, 2024

GENERAL FUND (01)									
Fund / Description	PRIOR YEAR FY2023				CURRENT YEAR FY2024				
	Actual for Year (unaudited)	Current Month	Year To Date	% Received/ Expended YTD	Approved Budget	Current Month	Year To Date	% Received/ Expended YTD	Remaining Budget
GENERAL FUND REVENUES									
Property Taxes	\$ 5,763,918	\$ 1,415,838	\$ 4,815,842	83.6%	\$ 5,980,866	\$ 2,099,218	\$ 5,368,875	89.8%	\$ 611,991
Sales Taxes	2,248,383	172,209	355,496	15.8%	1,991,717	171,082	296,827	14.9%	1,694,890
Grants and Contributions	135,199	27,190	55,128	40.8%	-	-	-	0.0%	-
Licenses and Permits	281,185	51,962	100,390	35.7%	449,884	26,670	119,947	26.7%	329,937
Fines and Fees	232,568	16,323	57,021	24.5%	215,000	31,370	93,542	43.5%	121,458
Charges for Services	244,123	15,579	60,872	24.9%	225,000	74,172	124,659	55.4%	100,341
Intergovernmental	220,794	-	27,065	12.3%	165,000	13,125	16,580	10.0%	148,420
All Other Revenues	198,750	16,077	37,038	18.6%	154,999	18,670	125,149	80.7%	29,850
Total General Fund Revenues	9,324,921	1,715,177	5,508,853	59.1%	9,182,466	2,434,307	6,145,579	66.9%	3,036,887
GENERAL FUND EXPENDITURES									
City Manager - Dept 01	337,821	16,005	65,027	19.2%	366,952	26,590	104,437	28.5%	262,515
Mayor/Council - Dept 02	151,730	(4,546)	25,181	16.6%	187,100	23,075	37,096	19.8%	150,004
City Secretary - Dept 03	162,093	3,338	23,606	14.6%	194,147	10,634	50,814	26.2%	143,333
Municipal Court - Dept 04	183,567	15,971	45,854	25.0%	225,108	17,722	59,877	26.6%	165,231
Human Resources - Dept 05	163,243	10,214	45,533	27.9%	224,532	17,754	51,643	23.0%	172,889
Finance - Dept 07	470,272	14,372	71,735	15.3%	545,262	28,024	122,983	22.6%	422,279
Police - Dept 09	3,477,459	342,152	1,198,504	34.5%	3,606,007	384,852	1,244,199	34.5%	2,361,808
Fire - Dept 10	2,674,797	208,903	838,654	31.4%	2,961,998	212,993	825,616	27.9%	2,136,382
Community Development - Dept 12	617,476	16,589	114,387	18.5%	664,041	40,464	130,063	19.6%	533,978
Senior Citizen Center - Dept 16	48,584	2,854	14,623	30.1%	53,172	3,668	11,692	22.0%	41,480
Library - Dept 17	393,462	30,418	116,448	29.6%	501,153	27,250	115,045	23.0%	386,108
Communications - Dept 18	-	-	-	0.0%	26,100	754	1,233	4.7%	24,867
Non Departmental - Dept 90	544,203	24,185	350,331	64.4%	701,667	20,531	390,498	55.7%	311,169
Total General Fund Expenditures	9,224,706	680,455	2,909,884	31.5%	10,257,239	814,311	3,145,194	30.7%	7,112,045
Revenues Over (Under) Expenditures	100,215	1,034,722	2,598,969		(1,074,773)	1,619,996	3,000,385		
Transfers In	1,193,374	48,274	193,094	16.2%	1,263,732	105,025	420,098	33.2%	843,634
Transfers (Out)	(391,090)	(15,210)	(60,840)	15.6%	(188,958)	(15,747)	(62,986)	33.3%	(125,972)
Net Change in Fund Balance	902,498	1,067,786	2,731,223		1	1,709,274	3,357,497		
Beginning Fund Balance - Decober 1	2,180,806		2,180,806		3,083,304		3,083,304		
Ending Fund Balance - year-to-date	\$ 3,083,304		\$ 4,912,029		\$ 3,083,305		\$ 6,440,801		
Average Daily Annual Expenditures	\$ 26,345				\$ 28,620				
Days of Fund Balance	117		186		108		225		

CITY OF KENNEDALE MONTHLY FINANCIAL REPORT
Month Ended January 31, 2024

UTILITY FUNDS									
Fund / Description	PRIOR YEAR FY2023				CURRENT YEAR FY2024				
	Actual for Year (unaudited)	Current Month	Year To Date	% Received/ Expended YTD	Approved Budget	Current Month	Year To Date	% Received/ Expended YTD	Remaining Budget
Stormwater Utility Fund (07)									
Stormwater Utility Fund Revenues	\$ 304,330	\$ 25,513	\$ 99,579	32.7%	\$ 272,850	\$ 25,870	\$ 103,714	38.0%	\$ 169,136
Stormwater Utility Fund Expenditures	222,314	100	3,293	1.5%	215,655	16,276	69,214	32.1%	146,441
Revenues Over (Under) Expenditures	82,016	25,413	96,286		57,195	9,594	34,500		
Beginning Fund Balance - Decober 1	676,394		676,394		758,410		758,410		
Ending Fund Balance - year-to-date	<u>\$ 758,410</u>		<u>\$ 772,680</u>		<u>\$ 815,605</u>		<u>\$ 792,910</u>		
Average Daily Annual Expenditures	\$ 609				\$ 591				
Days of Fund Balance	1245		1269		1380		1342		
Water/Sewer Fund (10)									
Water/Sewer Fund Revenues	\$ 20,977,062	\$ 353,011	\$ 1,580,877	7.5%	\$ 5,022,628	\$ 430,433	\$ 1,776,761	35.4%	\$ 3,245,867
Water/Sewer Fund Expenditures									
Utility Billing - Dept 01	2,073,319	108,335	457,109	22.0%	1,450,700	146,204	317,141	21.9%	1,133,559
Operations - Dept 02	1,882,616	1,205,581	1,819,045	96.6%	2,172,320	333,359	896,562	41.3%	1,275,758
Debt Service - Dept 03	613,060	-	-	0.0%	295,312	(152,813)	-	0.0%	295,312
Capital Projects - Dept 04	320,647	-	28,600	8.9%	8,315,000	1,800	11,800	0.1%	8,303,200
Non Departmental - Dept 90	1,321,912	70,965	299,628	22.7%	757,450	58,121	251,913	33.3%	505,537
Total Water/Sewer Fund Expenditures	6,211,555	1,384,881	2,604,381	41.9%	12,990,782	386,671	1,477,416	11.4%	11,513,366
Revenues Over (Under) Expenditures	14,765,508	(1,031,871)	(1,023,504)		(7,968,154)	43,762	299,345		
Transfers In	187,525	15,627	62,508	33.3%	187,525	15,627	62,508	33.3%	125,017
Net Change in Fund Balance	14,953,033	(1,016,243)	(960,996)		(7,780,629)	59,389	361,853		
Beginning Fund Balance - Decober 1	2,324,284		2,324,284		17,277,317		17,277,317		
Ending Fund Balance - year-to-date	<u>\$ 17,277,317</u>		<u>\$ 1,363,288</u>		<u>\$ 9,496,688</u>		<u>\$ 17,639,170</u>		
Average Daily Annual Expenditures	\$ 17,018				\$ 35,591				
Days of Fund Balance	1015		80		267		496		
Water Impact Fee Fund (61)									
Water Impact Fund Revenues	\$ 18,848	\$ 1,075	\$ 8,543	45.3%	\$ 58,752	\$ 304	\$ 7,943	13.5%	\$ 50,809
Water Impact Fund Expenditures	0	-	-	0.0%	-	-	-	0.0%	-
Revenues Over (Under) Expenditures	18,848	1,075	8,543		58,752	304	7,943		
Transfers (Out)	(30,000)	-	-	0.0%	(30,000)	(2,500)	(10,000)	33.3%	(20,000)
Net Change in Fund Balance	(11,152)	1,075	8,543		28,752	(2,196)	(2,057)		
Beginning Fund Balance - Decober 1	109,672		109,672		98,520		98,520		
Ending Fund Balance - year-to-date	<u>\$ 98,520</u>		<u>\$ 118,215</u>		<u>\$ 127,272</u>		<u>\$ 96,462</u>		
Sewer Impact Fee Fund (62)									
Fund 62 Sewer Impact Fund Revenues	\$ 19,289	\$ 1,500	\$ 8,984	46.6%	\$ 111,348	\$ 379	\$ 10,878	9.8%	\$ 100,470
Fund 62 Sewer Impact Fund Expenditures	-	-	-	0.0%	-	-	-	0.0%	-
Revenues Over (Under) Expenditures	19,289	1,500	8,984		111,348	379	10,878		
Transfers (Out)	(60,000)	(5,000)	(20,000)	33.3%	(60,000)	(5,000)	(20,000)	33.3%	(40,000)
Net Change in Fund Balance	(40,712)	(3,500)	(11,016)		51,348	(4,622)	(9,122)		
Beginning Fund Balance - Decober 1	184,924		184,924		144,213		144,213		
Ending Fund Balance - year-to-date	<u>\$ 144,213</u>		<u>\$ 173,908</u>		<u>\$ 195,561</u>		<u>\$ 135,090</u>		

CITY OF KENNEDALE MONTHLY FINANCIAL REPORT
Month Ended January 31, 2024

DEBT SERVICE FUND (02)									
Fund / Description	PRIOR YEAR FY2023				CURRENT YEAR FY2024				
	Actual for Year (unaudited)	Current Month	Year To Date	% Received/ Expended YTD	Approved Budget	Current Month	Year To Date	% Received/ Expended YTD	Remaining Budget
Debt Service Fund Revenues	\$ 1,588,320	\$ 342,967	\$ 1,167,866	73.5%	\$ 2,683,268	\$ 815,293	\$ 2,087,850	77.8%	\$ 595,418
Debt Service Fund Expenditures	1,724,475	825,470	825,470	47.9%	2,564,324	1,354,567	1,354,567	52.8%	1,209,757
Revenues Over (Under) Expenditures	(136,154)	(482,503)	342,397		118,944	(539,274)	733,283		
Beginning Fund Balance - Decober 1	838,142		838,142		701,988		701,988		
Ending Fund Balance - <i>year-to-date</i>	701,988		1,180,539		820,932		1,435,271		

CITY OF KENNEDALE MONTHLY FINANCIAL REPORT
Month Ended January 31, 2024

CAPITAL PROJECT FUNDS									
Fund / Description	PRIOR YEAR FY2023				CURRENT YEAR FY2024				
	Actual for Year (unaudited)	Current Month	Year To Date	% Received/ Expended YTD	Approved Budget	Current Month	Year To Date	% Received/ Expended YTD	Remaining Budget
Capital Projects Fund (04)									
Capital Projects Fund Revenues	\$ 120,531	\$ 20,690	\$ 39,344	32.6%	\$ 95,700	\$ 11,426	\$ 40,542	42.4%	\$ 55,158
Capital Projects Fund Expenditures	-	-	-	0.0%	-	-	-	0.0%	-
Revenues Over (Under) Expenditures	120,531	20,690	39,344		95,700	11,426	40,542		
Transfers (Out)	(104,800)	-	-	0.0%	(108,055)	-	-	0.0%	(108,055)
Net Change in Fund Balance	15,731	20,690	39,344		(12,355)	11,426	40,542		
Beginning Fund Balance - Decober 1	174,591		174,591		190,322		190,322		
Ending Fund Balance - year-to-date	<u>\$ 190,322</u>		<u>\$ 213,935</u>		<u>\$ 177,967</u>		<u>\$ 230,864</u>		
Capital Bond Fund (13)									
Capital Bond Fund Revenues	\$ 2,806,125	\$ 12,090	\$ 51,490	1.8%	\$ 173,250	\$ 27,094	\$ 140,799	81.3%	\$ 32,451
Capital Bond Fund Expenditures	2,050,231	(77,321)	177,999	8.7%	6,768,295	25,079	259,909	3.8%	6,508,386
Revenues Over (Under) Expenditures	755,895	89,411	(126,508)		(6,595,045)	2,016	(119,110)		
Beginning Fund Balance - Decober 1	8,057,939		8,057,939		8,813,834		8,813,834		
Ending Fund Balance - year-to-date	<u>\$ 8,813,834</u>		<u>\$ 7,931,431</u>		<u>\$ 2,218,789</u>		<u>\$ 8,694,724</u>		
Park Dedication Fund (14)									
Park Dedication Fund Revenues	\$ 36,806	\$ 2,225	\$ 9,154	24.9%	\$ 27,000	\$ 3,717	\$ 15,857	58.7%	\$ 11,143
Park Dedication Fund Expenditures	177,820	-	-	0.0%	45,000	-	-	0.0%	45,000
Revenues Over (Under) Expenditures	(141,014)	2,225	9,154		(18,000)	3,717	15,857		
Beginning Fund Balance - Decober 1	699,736		699,736		558,722		558,722		
Ending Fund Balance - year-to-date	<u>\$ 558,722</u>		<u>\$ 708,890</u>		<u>\$ 540,722</u>		<u>\$ 574,579</u>		
Library Building Fund (32)									
Library Building Fund Revenues	\$ 215	\$ 11	\$ 46	21.3%	\$ 202	\$ 1	\$ 171	0.0%	\$ 31
Library Building Fund Expenditures	0	-	-	0.0%	0	-	-	0.0%	0
Revenues Over (Under) Expenditures	215	11	46		202	1	171		
Beginning Fund Balance - Decober 1	(1,868)		(1,868)		(1,653)		(1,653)		
Ending Fund Balance - year-to-date	<u>\$ (1,653)</u>		<u>\$ (1,822)</u>		<u>\$ (1,451)</u>		<u>\$ (1,482)</u>		
Roadway Impact Fee Fund (45)									
Roadway Impact Fee Fund Revenues	\$ 53,675	\$ 2,962	\$ 11,688	21.8%	\$ 141,695	\$ 1,257	\$ 13,082	9.2%	\$ 128,613
Roadway Impact Fee Fund Exp	-	-	-	0.0%	-	-	-	0.0%	-
Revenues Over (Under) Expenditures	53,675	2,962	11,688		141,695	1,257	13,082		
Transfers (Out)	(107,525)	(21,460)	(85,842)	79.8%	(107,525)	(8,960)	(35,842)	33.3%	(71,683)
Net Change in Fund Balance	(53,850)	(18,498)	(74,153)		34,170	(7,704)	(22,760)		
Beginning Fund Balance - Decober 1	623,604		623,604		569,754		569,754		
Ending Fund Balance - year-to-date	<u>\$ 569,754</u>		<u>\$ 549,451</u>		<u>\$ 603,924</u>		<u>\$ 546,994</u>		

CITY OF KENNEDALE MONTHLY FINANCIAL REPORT
Month Ended January 31, 2024

SPECIAL REVENUE FUNDS									
Fund / Description	PRIOR YEAR FY2023				CURRENT YEAR FY2024				
	Actual for Year (unaudited)	Current Month	Year To Date	% Received/ Expended YTD	Approved Budget	Current Month	Year To Date	% Received/ Expended YTD	Remaining Budget
TIF #1 New Hope Fund (21)									
TIF #1 New Hope Fund Revenues	\$ 79,265	\$ 149	\$ 516	0.7%	\$ 72,406	\$ 780	\$ 4,107	5.7%	\$ 68,299
TIF #1 New Hope Fund Expenditures	48,848	-	-	0.0%	378,229	16,720	16,720	0.0%	361,509
Revenues Over (Under) Expenditures	\$ 30,417	149	\$ 516		\$ (305,823)	(15,939)	\$ (12,612)		
Transfers In	167,883	10,833	43,333	25.8%	170,000	833	3,333	2.0%	166,667
Net Change in Fund Balance	198,300	10,982	43,850		(135,823)	(15,106)	(9,279)		
Beginning Fund Balance - Decober 1	(21,022)		(21,022)		177,278		177,278		
Ending Fund Balance - year-to-date	<u>\$ 177,278</u>		<u>\$ 22,828</u>		<u>\$ 41,455</u>		<u>\$ 167,998</u>		
Hotel/Motel Tax Fund (30)									
Hotel/Motel Tax Fund Revenues	\$ 38,749	\$ 4,022	\$ 9,198	23.7%	\$ 25,000	\$ 5,682	\$ 6,529	26.1%	\$ 18,471
Hotel/Motel Tax Fund Expenditures	13,258	-	-	0.0%	12,000	-	-	0.0%	12,000
Revenues Over (Under) Expenditures	\$ 25,491	4,022	\$ 9,198		\$ 13,000	5,682	\$ 6,529		
Beginning Fund Balance - Decober 1	41,927		41,927		67,418		67,418		
Ending Fund Balance - year-to-date	<u>\$ 67,418</u>		<u>\$ 51,125</u>		<u>\$ 80,418</u>		<u>\$ 73,947</u>		
Police Seizure Fund (31)									
Police Seizure Fund Revenues	\$ 125	\$ 5	\$ 23	18.2%	\$ 80	\$ 12	\$ 61	76.7%	\$ 19
Police Seizure Fund Expenditures	-	-	-	0.0%	3,810	-	-	0.0%	3,810
Revenues Over (Under) Expenditures	\$ 125	5	\$ 23		\$ (3,730)	12	\$ 61		
Beginning Fund Balance - Decober 1	3,650		3,650		3,775		3,775		
Ending Fund Balance - year-to-date	<u>\$ 3,775</u>		<u>\$ 3,673</u>		<u>\$ 45</u>		<u>\$ 3,836</u>		
LEOSE Fund (34)									
LEOSE Fund Revenues	\$ 1,438	\$ 1	\$ 6	0.4%	\$ 1,421	\$ 3	\$ 14	1.0%	\$ 1,407
LEOSE Fund Expenditures	1,590	-	-	0.0%	1,500	-	-	0.0%	1,500
Revenues Over (Under) Expenditures	\$ (152)	1	\$ 6		\$ (79)	3	\$ 14		
Beginning Fund Balance - Decober 1	1,002		1,002		850		850		
Ending Fund Balance - year-to-date	<u>\$ 850</u>		<u>\$ 1,008</u>		<u>\$ 771</u>		<u>\$ 864</u>		
Disaster Recovery Fund (35)									
Disaster Recovery Fund Revenues	\$ 295,290	\$ 2,938	\$ 12,602	4.3%	\$ 1,991,000	\$ 5,938	\$ 30,650	1.5%	\$ 1,960,350
Disaster Recovery Fund Expenditures	191,642	(2,001)	178,164	93.0%	2,039,300	20,023	20,283	1.0%	2,019,018
Revenues Over (Under) Expenditures	\$ 103,648	4,939	\$ (165,562)		\$ (48,300)	(14,084)	\$ 10,368		
Beginning Fund Balance - Decober 1	7,300		7,300		110,948		110,948		
Ending Fund Balance - year-to-date	<u>\$ 110,948</u>		<u>\$ (158,262)</u>		<u>\$ 62,648</u>		<u>\$ 121,316</u>		

CITY OF KENNEDALE MONTHLY FINANCIAL REPORT
Month Ended January 31, 2024

OTHER FUNDS									
Fund / Description	PRIOR YEAR FY2023				CURRENT YEAR FY2024				
	Actual for Year (unaudited)	Current Month	Year To Date	% Received/ Expended YTD	Approved Budget	Current Month	Year To Date	% Received/ Expended YTD	Remaining Budget
Capital Replacement Fund (05)									
Capital Replacement Fund Revenues	\$ 352,505	\$ 20,344	\$ 136,903	38.8%	\$ 166,850	\$ 14,677	\$ 49,477	29.7%	\$ 117,373
Capital Replacement Fund Expenditures	242,160	10,913	44,858	18.5%	97,103	-	18,380	18.9%	78,723
Revenues Over (Under) Expenditures	110,344	9,431	92,045		69,747	14,677	31,097		
Beginning Fund Balance - Decober 1	(399,257)		(399,257)		(288,913)		(288,913)		
Ending Fund Balance - year-to-date	<u>\$ (288,913)</u>		<u>\$ (307,212)</u>		<u>\$ (219,166)</u>		<u>\$ (257,816)</u>		
Court Security Fund (12)									
Court Security Fund Revenues	\$ 5,398	\$ 302	\$ 1,458	27.0%	\$ 3,850	\$ 719	\$ 2,610	67.8%	\$ 1,240
Court Security Fund Expenditures	5,092	-	-	0.0%	10,000	-	-	0.0%	10,000
Revenues Over (Under) Expenditures	305	302	1,458		(6,150)	719	2,610		
Beginning Fund Balance - Decober 1	29,358		29,358		29,663		29,663		
Ending Fund Balance - year-to-date	<u>\$ 29,663</u>		<u>\$ 30,816</u>		<u>\$ 23,513</u>		<u>\$ 32,273</u>		
Court Technology Fund (16)									
Court Technology Fund Revenues	\$ 5,185	\$ 209	\$ 1,139	22.0%	\$ 4,050	\$ 553	\$ 1,965	48.5%	\$ 2,085
Court Technology Fund Expenditures	8,828	-	-	0.0%	10,000	-	700	7.0%	9,300
Revenues Over (Under) Expenditures	(3,643)	209	1,139		(5,950)	553	1,265		
Beginning Fund Balance - Decober 1	17,769		17,769		14,126		14,126		
Ending Fund Balance - year-to-date	<u>\$ 14,126</u>		<u>\$ 18,908</u>		<u>\$ 8,176</u>		<u>\$ 15,391</u>		
Street Improvement Fund (17)									
Street Improvement Fund Revenues	\$ 815,474	\$ 45,645	\$ 248,632	30.5%	\$ 857,010	\$ 28,986	\$ 151,675	17.7%	\$ 705,335
Street Improvement Fund Expenditures	847,876	40,991	239,377	28.2%	1,186,498	94,881.19	260,212	21.9%	926,286
Revenues Over (Under) Expenditures	(32,402)	4,653	9,256		(329,488)	(65,895)	(108,537)		
Transfers In	112,248	-	-	0.0%	191,998	16,000	63,999	33.3%	127,999
Transfers (Out)	(151,797)	(3,095)	(12,381)	8.2%	(155,235)	(12,936)	(51,745)	33.3%	(103,490)
Net Change in Fund Balance	(71,951)	1,558	(3,125)		(292,725)	(62,831)	(96,283)		
Beginning Fund Balance - Decober 1	384,656		384,656		312,705		312,705		
Ending Fund Balance - year-to-date	<u>\$ 312,705</u>		<u>\$ 381,531</u>		<u>\$ 19,980</u>		<u>\$ 216,422</u>		
Juvenile Case Manager Fund (18)									
Juvenile Case Manager Fund Revenues	\$ 560	\$ 29	\$ 123	22.0%	\$ 490	\$ 29	\$ 171	34.8%	\$ 319
Juvenile Case Manager Fund Exp	-	-	-	0.0%	7,000	-	-	0.0%	7,000
Revenues Over (Under) Expenditures	560	29	123		(6,510)	29	171		
Beginning Fund Balance - Decober 1	8,623		8,623		9,183		9,183		
Ending Fund Balance - year-to-date	<u>\$ 9,183</u>		<u>\$ 8,746</u>		<u>\$ 2,673</u>		<u>\$ 9,353</u>		
Park Recovery/Donation Fund (41)									
Park Rec/Donation Fund Revenues	\$ 5,336	\$ 51	\$ 137	2.6%	\$ 5,625	\$ 677	\$ 31,187	554.4%	\$ (25,562)
Park Rec/Donation Fund Expenditures	7,604	-	244	3.2%	7,853	6,107	6,579	83.8%	1,274
Revenues Over (Under) Expenditures	(2,268)	51	(107)		(2,228)	(5,430)	24,608		
Beginning Fund Balance - Decober 1	(67)		(67)		(2,335)		(2,335)		
Ending Fund Balance - year-to-date	<u>\$ (2,335)</u>		<u>\$ (174)</u>		<u>\$ (4,563)</u>		<u>\$ 22,274</u>		

CITY OF KENNEDALE MONTHLY FINANCIAL REPORT
Month Ended January 31, 2024

OTHER FUNDS - continued									
Fund / Description	PRIOR YEAR FY2023				CURRENT YEAR FY2024				
	Actual for Year (unaudited)	Current Month	Year To Date	% Received/ Expended YTD	Approved Budget	Current Month	Year To Date	% Received/ Expended YTD	Remaining Budget
Grant Fund Fund (40)									
Grant Fund Revenues				N/A	\$ 675,000	\$ -	\$ 10,306	1.5%	\$ 664,694
Grant Fund Expenditures				N/A	675,000	20,505	22,505	3.3%	652,495
Revenues Over (Under) Expenditures	-	-	-		-	(20,505)	(12,199)		
Beginning Fund Balance - Decober 1	-		-		-		-		
Ending Fund Balance - year-to-date	<u>\$ -</u>		<u>\$ -</u>		<u>\$ -</u>		<u>\$ (12,199)</u>		
Tree Restoration Fund (83)									
Tree Restoration Fund Revenues	\$ 7,429	\$ 104	\$ 445	6.0%	\$ 6,550	\$ 222	\$ 1,150	17.6%	\$ 5,400
Tree Restoration Fund Expenditures	-	-	-	0.0%	-	-	-	0.0%	-
Revenues Over (Under) Expenditures	7,429	104	445		6,550	222	1,150		
Beginning Fund Balance - Decober 1	71,535		71,535		78,964		78,964		
Ending Fund Balance - year-to-date	<u>\$ 78,964</u>		<u>\$ 71,980</u>		<u>\$ 85,514</u>		<u>\$ 80,114</u>		
Unclaimed Property Fund (85)									
Unclaimed Property Fund Revenues	\$ 18	\$ 3	\$ 12	68.7%	\$ 20	\$ -	\$ -	0.0%	\$ 20
Unclaimed Property Fund Expenditures	-	-	-	0.0%	-	-	-	0.0%	-
Revenues Over (Under) Expenditures	18	3	12		20	-	-		
Transfers (Out)	0	-	-	0.0%	0	-	-	0.0%	0
Net Change in Fund Balance	18	3	12		20	-	-		
Beginning Fund Balance - Decober 1	316		316		334		334		
Ending Fund Balance - year-to-date	<u>\$ 334</u>		<u>\$ 328</u>		<u>\$ 354</u>		<u>\$ 334</u>		

CITY OF KENNEDALE MONTHLY FINANCIAL REPORT
Month Ended January 31, 2024

EDC FUNDS									
Fund / Description	PRIOR YEAR FY2023				CURRENT YEAR FY2024				
	Actual for Year (unaudited)	Current Month	Year To Date	% Received/ Expended YTD	Approved Budget	Current Month	Year To Date	% Received/ Expended YTD	Remaining Budget
EDC Fund (15)									
EDC Fund Revenues	\$ 1,121,315	\$ 85,780	\$ 235,549	21.0%	\$ 1,093,807	\$ 91,637	\$ 544,760	49.8%	\$ 549,047
EDC Fund Expenditures									
Operations Expenditures	555,407	24,391	122,014	22.0%	714,406	229,190	363,800	50.9%	350,606
Debt Service Expenditures	306,463	5,073	35,991	11.7%	309,200	5,160	39,003	12.6%	270,197
Town Shopping Center Expenditures	73,091	3,872	33,945	46.4%	338,461	5,600	54,097	16.0%	284,364
Total EDC Fund Expenditures	934,961	33,336	191,951	20.5%	1,362,067	239,950	456,899	33.5%	905,168
Revenues Over (Under) Expenditures	186,354	52,444	43,598		(268,260)	(148,313)	87,861		
Transfers (Out)	(56,124)	-	-	0.0%	(61,520)	(5,127)	(20,507)	33.3%	(41,013)
Net Change in Fund Balance	130,230	52,444	43,598		(329,780)	(153,440)	67,354		
Beginning Fund Balance - Decober 1	2,005,520		2,005,520		2,135,750		2,135,750		
Ending Fund Balance - <i>year-to-date</i>	<u>\$ 2,135,750</u>		<u>\$ 2,049,118</u>		<u>\$ 1,805,970</u>		<u>\$ 2,203,104</u>		
Average Daily Annual Expenditures	\$ 2,715				\$ 3,900				
Days of Fund Balance	787		755		463		565		
EDC Bond Reserve Fund (95)									
EDC Bond Reserve Fund Revenues	\$ 4,350	\$ 185	\$ 787	18.1%	\$ 2,800	\$ 414	\$ 2,127	76.0%	\$ 673
EDC Bond Reserve Fund Expenditures	0	-	-	0.0%	0	-	-	0.0%	0
Revenues Over (Under) Expenditures	4,350	185	787		2,800	414	2,127		
Beginning Fund Balance - Decober 1	126,575		126,575		130,925		130,925		
Ending Fund Balance - <i>year-to-date</i>	<u>\$ 130,925</u>		<u>\$ 127,362</u>		<u>\$ 133,725</u>		<u>\$ 133,052</u>		

STAFF REPORT TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: FEBRUARY 20, 2024

AGENDA ITEM NUMBER: CONSENT AGENDA ITEM V.B.

SUBJECT

CONSENT AGENDA

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

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

STAFF REPORT TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: FEBRUARY 20, 2024

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

SUBJECT

Approval of the minutes from the February 8, 2024 Special Meeting

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

STAFF REPORT TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: FEBRUARY 20, 2024

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

SUBJECT

Approval of a bid in the amount of \$391,014.00, submitted by Southwest Ambulance services for the purchase of a new ambulance using the Tarrant County Emergency Services Grant that was previously approved on June 21, 2022.

ORIGINATED BY

James Brown

SUMMARY

We have received a grant through the Tarrant County Emergency Services District, which council accepted for the purchase of assorted equipment for our next ambulance. The grant will fund up to \$580,000 towards the purchase of a new ambulance and equipment. Council approved the contract for this grant at the council meeting on June 21, 2022.

Staff is now respectfully requesting the Council's approval of a bid (attached) in the amount of \$391,014.00, submitted by Southwest Ambulance for the purchase of a new ambulance.

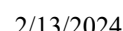
Staff will be available to answer any questions from the Council.

RECOMMENDATION

Approval

ATTACHMENTS

1.	City Of Kennedale HGAC 2025	City Of Kennedale HGAC 2025.xlsx
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391,014.00

CH-0001	Chassis Upgrade Gas to Diesel	11772
CH-0002	Chassis Upgrade 4x2 to 4x4	4885
CH-0005	Chassis Upgrade Liquid Springs Rear Suspension	15720
100010	Flooring- LonCoin	731
200011-F1	Airhorns	\$2,592
99-0390	Bumper- Cast Aluminum Pods w/Medix Logo	432
99-1476	Grill Guard: Buckstop Outback Bumper	6070
200200MSV	Power Door Locks	1426
99-1776FM	Tow Eyes	625
400160	Vanner Inverter	1943
99-2179	Dometic Temperature Controlled Drawer	1612
99-1742	Stryker Power Load System	38118

85926

Paint & Graphics	\$16,404.00
Compartment Customizations	\$11,500.00
Power and HVAC Customization	\$9,500.00

\$37,404.00

THE STATE OF TEXAS

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**AGREEMENT BETWEEN THE TARRANT
COUNTY EMERGENCY SERVICES DISTRICT
NO. 1 AND THE CITY OF KENNEDALE
FOR AMERICAN RESCUE PLAN ACT
STATE AND LOCAL RECOVERY FUNDS**

COUNTY OF TARRANT

This Agreement ("Agreement") is between the TARRANT COUNTY EMERGENCY SERVICES DISTRICT No. 1 (the "ESD") and the **City of Kennedale** (the "CITY") and shall be effective on the date that the last signature is affixed (the "Effective Date"). The ESD and the CITY enter into the following Agreement:

Section 1: Recitals

On August 24, 2021, the Commissioners Court of Tarrant County approved an Interlocal Agreement in Commissioners Court Order #136137 between the ESD and Tarrant County Government ("COUNTY") allotting initial program funding to the ESD through the American Rescue Plan Act ("ARPA"). The State and Local Fiscal Recovery Funds ("FRF") authorized in ARPA (C.F.D.A. #21.027) are to be used to mitigate the ongoing effects of COVID-19 and support the nation's pandemic recovery. Funds allotted to the ESD are designated for use to aid and support municipal and volunteer emergency services providers that serve Tarrant County's unincorporated area through meeting equipment replacement needs, personal protective equipment, and related expenses. The purpose of this Agreement is to establish the terms and conditions under which CITY, as an emergency services provider in the unincorporated area of Tarrant County, and ESD will collaborate for the provision of the category of items designated by Commissioners Court. This Agreement enables CITY to acquire replacement equipment and related materials for fire, first responder, and ambulance services detailed in Appendix A and then receive reimbursement from ESD through the funds provided to ESD by Commissioners Court Order.

Section 2: Authority

Section 791 of the Texas Government Code authorizes contracts between political subdivisions for the performance of governmental functions and services. Section 418.109(d) of the Texas Government Code authorizes the provision of mutual aid assistance from a local government entity or organized volunteer group to another local government entity or organized volunteer group. This agreement is made pursuant to the authority of Government Code sections 418.109, 791.011, and 791.027 of the Texas Government Code. CITY shall follow guidance issued by the U.S. Treasury pertaining to the proper use of FRF funds.

Section 3: Term

This Agreement shall become effective as of the Effective Date and shall continue in full force and effect until December 31, 2026. Either ESD or CITY may terminate this Agreement upon seven (7) days' prior written notice to the other Party.

Section 4: Authorized Use of Funds

Using funds provided to ESD by the FRF, ESD shall provide reimbursement to CITY for expenses related to FRF eligible uses designated in Appendix A or subsequent amendments to Appendix A.

During the term of the Agreement, CITY acknowledges a limit on purchases eligible for reimbursement by ESD per program year and detailed in Appendix A or subsequent amendments to Appendix A.

Section 5: Reporting Requirements

CITY shall provide to ESD quarterly and annual reports concerning items for which it seeks reimbursement from ESD. These quarterly reports shall include invoices for eligible expense with proof of payment. CITY shall provide to ESD the quarterly and annual reports according to the schedule contained in Appendix B.

All expenditures for which the CITY will seek reimbursement from ESD must be obligated, as defined by the U.S. Treasury, by December 31, 2024 and goods received and paid by December 31, 2025.

CITY shall keep and maintain, for a period not less than five (5) years after the termination of this Agreement any and all records relating to expenditures, reimbursements, and reporting requirements related to this Agreement.

Section 6: Audit Responsibilities

ESD acknowledges the burden and responsibility for conducting Audit Requirements for Federal Awards (2 CFR part 200) lies with ESD and the CITY if the CITY receives more than \$750,000. Upon request of ESD, CITY agrees to provide ESD with appropriate documentation to assist ESD in completing any required audits.

If Subrecipient within Subrecipient's fiscal year, expends a total amount of at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000) in federal funds awarded, Subrecipient shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The \$750,000 federal threshold amount includes federal funds passed through by way of State and Local agency awards. If Subrecipient, within Subrecipient's fiscal year, expends a total amount of at least \$750,000 in state funds awarded, Subrecipient must have a single audit.

Section 7: Acquisition of Equipment

It is the obligation of CITY to acquire and pay for equipment it intends to seek later reimbursement from ESD. Upon delivery and deployment of the equipment to CITY, ESD or its agent retains the right to inspect the equipment acquired by CITY.

Section 8: Independent Contractors

It is understood that any relationship created by this Agreement between ESD and CITY shall be that of independent contractors. Under no circumstances shall either Party be deemed an employee of the other nor shall either Party act as an agent of the other Party. Any and all joint venture, joint enterprise, or partnership status is hereby expressly denied, and the Parties expressly state that they have not formed expressly or impliedly a joint venture, joint enterprise, or partnership.

Section 9: Severability

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid an enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

Section 10: Applicable Law

The laws of the State of Texas shall govern this Agreement, except where clearly superseded by federal law. Exclusive venue of any dispute shall be in a court of competent jurisdiction in Tarrant County, Texas.

Section 11: Authorization

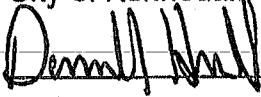
By signing below, each Party's representative warrants that he/she is duly authorized to enter into this Agreement on behalf of the Party, and that each Party to this Agreement is authorized by Texas law to accept the terms, conditions, and obligations set forth herein.

Section 12: Notices

Notices under this Agreement shall be in writing, and may be given by hand delivery or U.S. mail. If sent to the parties at the contact information addresses designated herein, notice shall be deemed effective upon receipt in the case of hand delivery and three days after deposit in the U.S. mail in case of mailing. The address of the parties for all purposes shall be:

ESD: Tarrant County Emergency Services District No. 1
2750 Premier Street
Fort Worth, Texas 76111
Attn: Rick Holman, President (or successor)

CITY: City of Kennedale



City Manager

Attn.: _____

405 Municipal Dr.
Kennedale TX 76060

Section 13: Debarment & Suspension

CITY represents that is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal or state department or agency. CITY agrees to have an active registration in the System for Award Management (SAM.gov).

Section 14: Audit Clause

The Subrecipient must agree that ESD and COUNTY will, until the expiration of the federal retention period as referenced in 2 CFR 200.334, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records (hard copy, as well as computer generated data) of the Subrecipient involving transactions related to this agreement. This right to audit also extends to any obligations assigned to any subcontracts or agreements formed between the Subrecipient and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Subrecipient's obligations to ESD and COUNTY under this agreement. The Subrecipient must agree that ESD and COUNTY will have access during normal working hours to all necessary facilities, staff and workspace in order to conduct audits. ESD or COUNTY will provide the Subrecipient with reasonable advance notice of intended audits. The Subrecipient must provide records within ten (10) business days or a mutually agreed upon timeline.

Section 15: Standards for Financial Management

In accordance with 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subrecipient will develop, implement and maintain financial management and control systems, which include at a minimum accurate payroll, accounting and financial reporting records, cost source documentation, effective internal and budgetary controls, and determination of reasonableness, allowability and allocability of costs, and timely and appropriate audits and resolution findings.

CITY shall maintain an effective accounting system, which will:

- Identify and record valid transactions
- Record transactions to the proper accounting period in which transactions occurred
- Describe transactions in sufficient detail to permit proper classification
- Maintain records that permit the tracing of funds to a level of detail that establishes the funds have been used in compliance with contract requirements
- Adequately identify the source and application of funds of each grant contract
- Generate current and accurate financial reports in accordance with contract requirements.

Section 16: Equipment

Any purchase of equipment must be consistent with the Uniform Guidance at 2 CFR Part 200 Subpart D. Equipment acquired under this program must be used for the originally authorized purpose. Procedures for managing equipment must meet the following requirements:

- (1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property, who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
- (2) A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
- (3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
- (4) Adequate maintenance procedures must be developed to keep the property in good condition.

Disposition. When original or replacement equipment acquired under FRF is no longer needed for the original project, the non-Federal entity must request disposition instructions from the ESD.

Section 17: Entire Agreement

This Agreement represents the entire understanding between the Parties and supersedes all prior representations.

EXECUTED by the duly authorized Parties below:

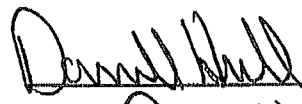
**TARRANT COUNTY EMERGENCY
SERVICES DISTRICT NO. 1**

CITY OF KENNEDALE, TEXAS



Rick Holman
President

Date: 7/12/22



Name: Darrell Hull
Title: CITY MANAGER
Date: 6-23-2022

APPENDIX A
AUTHORIZED USE OF FUNDS

Authorized Uses

Ambulances and associated emergency medical equipment
Medical personal protective equipment
Equipment to ensure continuity of emergency services including generators and radio equipment
Program costs for increasing vaccination rates
Emergency medical equipment related to first responder activities

Authorized Use of Funds Schedule

Phase	Item(s)	Amount*	Status
2	First responder PPE and SCBA's	\$30,000.00	Open
3	Ambulance (M259)	\$580,000.00	Open

* PPE – Personal Protection Equipment commonly known as bunker gear (pants, coats, boots, gloves, helmets, etc.).

SCBA – Self Contained Breathing Apparatus to provide closed air supply (masks, tanks, etc).

** Not to exceed amount unless agreement is mutually amended by parties. Quantities are estimates.

APPENDIX B

QUARTERLY AND ANNUAL REPORTING DATES

Quarterly Reporting Periods		Report Due
First	July 1 st to September 30 th	October 5 th
Second	October 1 st to December 31 st	January 5 th
Third	January 1 st to March 31 st	April 5 th
Fourth	April 1 st to June 30 th	July 5 th

Annual Reporting Periods		Report Due
Year 1	July 1 to June 30, 2022	July 5, 2022
Year 2	July 1 to June 30, 2023	July 5, 2023
Year 3	July 1 to June 30, 2024	July 5, 2024
Year 4	July 1 to June 30, 2025	July 5, 2025
Year 5	July 1 to June 30, 2026	July 5, 2026
Year 6	July 1 to December 31, 2026	January 5, 2027

THE STATE OF TEXAS §
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COUNTY OF TARRANT §

AMENDMENT NO. 1 TO THE AGREEMENT
BETWEEN THE TARRANT COUNTY
EMERGENCY SERVICES DISTRICT NO. 1
AND THE CITY OF KENNEDALE
FOR AMERICAN RESCUE PLAN ACT
STATE AND LOCAL RECOVERY FUNDS

The TARRANT COUNTY EMERGENCY SERVICES DISTRICT NO. ONE (the "ESD"), and the City of Kennedale (the "City") enter into the following **Amendment 1** to its Agreement for American Rescue Plan Act State and Local Recovery Funds (ARPA).

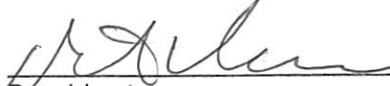
Section 1

The following paragraph shall be in addition and not in replacement of any paragraph or provision of the agreement. All other provisions of the agreement remain in force and effect.

"The attached "Appendix A (Amended)" shall replace the original "Appendix A" referenced in the Agreement and any "Appendix A (Amended)" that may have been approved subsequent to the original "Appendix A". Unless noted otherwise, the attached "Appendix A (Amended)" may balance funds between categories, increase the overall ARPA funding amount, and/or increase or decrease authorized use items to be purchased."

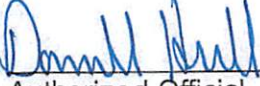
WITNESS the signatures of the respective parties hereto this the 14th day of MARCH, 2023.

TARRANT COUNTY EMERGENCY
SERVICES DISTRICT NO. 1



President

CITY OF KENNEDALE, TEXAS



Authorized Official

ATTEST:



Secretary/Treasurer

ATTEST:



Secretary



**APPENDIX A (Amended)
(Amendment No. 1)**

AUTHORIZED USE OF FUNDS

Authorized Uses

Ambulances and associated emergency medical equipment
Medical personal protective equipment
Equipment to ensure continuity of emergency services including generators and radio equipment
Program costs for increasing vaccination rates
Emergency medical equipment related to first responder activities

Authorized Use of Funds Schedule

Phase	Item(s)*	Amount**	Status
2	First responder PPE and SCBA's	\$30,000.00	Open
3	Ambulance (M259)	\$580,000.00	Open
4	First responder PPE and SCBA's	\$150,000.00	Open
5	Ambulance (M59)	\$580,000.00	Open

* PPE – Personal Protection Equipment commonly known as bunker gear (pants, coats, boots, gloves, helmets, etc.).

SCBA – Self Contained Breathing Apparatus to provide closed air supply (masks, tanks, etc).

** Not to exceed amount unless agreement is mutually amended by parties. Quantities are estimates.

MEETING DATE: FEBRUARY 20, 2024

AGENDA ITEM NUMBER: INDIVIDUAL CONSIDERATION ITEM V.C.

SUBJECT
ITEMS FOR INDIVIDUAL CONSIDERATION

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: JANUARY 16, 2024

AGENDA ITEM NUMBER: IV.C.2.

SUBJECT

Consider authorizing the City Manager to sign an Agreement for Mutual Aid in Fire Protection and Emergency Medical Services with Tarrant County

ORIGINATED BY

James Brown, Fire Chief

SUMMARY

The attached agreement for Mutual Aid in Fire Protection and Emergency Medical Services with Tarrant County includes largely the same verbiage as the original, which was first signed in June 2005. This contract generates revenue for both fire and Emergency Medical Services delivered in our assigned portion of the county. This also includes a \$25,000 equipment grant. This contract includes a small increase in the first in service area highlighted in exhibit "A".

Staff will be available to answer any questions from the Council.

RECOMMENDATION Approve

ATTACHMENTS

1.	Tarrant County ESD 1 Agreement 2024	Tarrant County ESD 1 Agreement 2024.pdf
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THE STATE OF TEXAS §
§
§
§
COUNTY OF TARRANT §

City of Kennedale, Texas

Fire Service

Emergency Medical Services

Grant

The TARRANT COUNTY EMERGENCY SERVICES DISTRICT NO. ONE, acting by and through its Board of Emergency Commissioners, hereafter referred to as DISTRICT, and the CITY OF KENNEDALE, TEXAS, hereafter referred to as CITY, enter into the following Agreement:

Section 1: Authority and Services

CITY has a volunteer fire department recognized by the Insurance Commission of the State of Texas or a full-time professional fire department, and is, by an order or resolution of its governing body, authorized to enter into this Agreement with DISTRICT for the use of the personnel and equipment of CITY for the purpose of providing fire protection to real and personal property and emergency medical services (EMS) located outside the boundaries of CITY and within such distance as the CITY may be reasonably expected to render service in case of emergency service needs. Said service area(s) is highlighted on the attached Exhibit "A." The equipment and personnel of the CITY shall be under the control and supervision of CITY employees during a fire or emergency medical response pursuant to this Agreement. In accordance with Section 418.109(d) of the Texas Government Code or Section 791.027 of the Texas Government Code, it is also understood and agreed that the existence of this Agreement does not prevent the CITY from providing mutual aid assistance on request from another municipality, county, emergency services district, fire protection agency, organized volunteer group or other emergency service entity, and shall not be obligated to respond, when in the sole judgment of the CITY, such response would leave insufficient protection for the CITY.

Section 2: Fire Services Provided

CITY and DISTRICT hereby agree that for and in consideration of the monies to be paid by DISTRICT to CITY, the CITY will provide, through its fire department, fire protection services to the area described. These services include fire protection, fire rescue and first response for emergency medical services. In the event that the CITY resources are unavailable at the time of the request for services, the CITY will take reasonable efforts to make the resources available as soon as reasonably possible.

Section 3: Fire Service Compensation

DISTRICT agrees to pay to CITY the total sum of FIFTY-TWO THOUSAND FIVE HUNDRED DOLLARS (\$52,500.00) during this contract year by making equal quarterly payments during the months of January 2024, April 2024, July 2024 and October 2024 for fire protection services in the service area outlined in Exhibit "A."

Section 4: EMS Compensation

For EMS, if provided by CITY under this Agreement, the DISTRICT agrees to pay to CITY an amount based upon the CITY's proportionate per run share determined by dividing the sum of TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000.00), the amount anticipated being available for such payments, by the total points per service run as established by the 1998-1999 Rules and Regulations adopted by DISTRICT, a copy of which is attached hereto and marked as Exhibit "B," for all EMS runs made in the areas served by the DISTRICT and multiplying that quotient by the total number of points accrued by CITY for that quarter of the service year. DISTRICT will make quarterly payments of the amount due the CITY during the months of February 2024, May 2024, August 2024 and November 2024.

Section 5: EMS Reports

CITY will deliver reports of EMS calls to the DISTRICT at its offices at 2750 Premier Street, Fort Worth, Texas, no later than the 15th day of the month following the month in which a service run was made by CITY in order to be eligible for payment and the CITY agrees that the determination by DISTRICT will be final regarding the allocation of service run points.

Section 6: Equipment

DISTRICT is under no obligation with respect to providing firefighting equipment or ambulance vehicles or supplies, or any other expenses incidental to the carrying out of this Agreement, and will have no right, title or interest in and to vehicles and equipment belonging to or contracted for by CITY.

Section 7: Term

Regarding payment, this Agreement will be in full force and effect for and during the period beginning October 1, 2023 and ending September 30, 2024. Regarding response purposes, this Agreement will remain in force until the 2024-25 DISTRICT budget is approved by the Commissioners and a new Agreement is executed retroactive to October 1, 2024 under the same terms and conditions.

Section 8: Payment of Funds

The DISTRICT will use its general fund to pay for the services supplied by the CITY pursuant to this Agreement. Payment pursuant to this Agreement will be in accord with the Rules and Regulations promulgated by the Commissioners. Said payments will be made as funds are available to DISTRICT.

Section 9: Emergency Scene Control

Whenever CITY responds to a call outside its normal jurisdictional limits, it will operate under the Fire Code in effect within the CITY limits of such cities or fire department primarily responsible for service to the area being served by CITY. Any fire investigators or other personnel who respond from DISTRICT to a fire or emergency

scene which is under the control of CITY will be governed by the Fire Code of the CITY within whose limits the CITY normally operates. CITY personnel agree to fully cooperate with DISTRICT personnel.

Section 10: Inspection of Equipment

The DISTRICT or its agent has the right to inspect the equipment of the CITY that the CITY operates in its performance under this Agreement. The parties acknowledge that the nature of the CITY's equipment determines the consideration paid under this Agreement. In the event that the inspection reveals that the equipment is not in operating condition and in compliance with the Insurance Services Office (ISO) and the Texas Department of State Health Services (TDSHS) requirements for a department of its size, the CITY will authorize a re-inspection by the DISTRICT within fifteen (15) days. In the event the equipment is not in operating condition or in compliance with the ISO and TDSHS requirements for a department of its size during the re-inspection, all payments by the DISTRICT to the CITY will cease until the problem is corrected as certified by the DISTRICT.

Section 11: Monthly Reporting Required

All monthly reports, fire or ambulance, shall be turned in to the Fire Marshal's office no later than fifteen (15) days after the end of the applicable month. The failure to timely file the monthly report shall excuse the DISTRICT from payment for that applicable month resulting in a reduction of one-third of the quarterly payment to the CITY for each applicable month.

Section 12: Workers' Compensation Coverage

The CITY shall maintain statutory workers' compensation coverage for its employees, officers and volunteers regarding the CITY's performance under this contract. The CITY recognizes that the DISTRICT has no responsibility to furnish this coverage and CITY waives any right to pursue the DISTRICT for liability regarding payments for this coverage or for liability regarding payments for claims filed against this coverage.

Section 13: Line of Duty

When an employee or volunteer of the responding CITY is performing duties under the terms of this Agreement, that person is considered to be acting in the line of duty for the CITY for the purposes of 42 U.S.C.A., Section 3796; is considered to be in performance of duties for the CITY within the applicable provisions of Chapter 615 of the Texas Government Code, and of Chapter 142, Texas Local Government Code; and shall be entitled to any other benefits which accrue under law as a result of injury, death or loss which occurs while in the line of duty for the CITY under this Agreement. This section does not increase the DISTRICT's liability under this Agreement.

Section 14: Assignment of Liability

The assisting party (CITY) shall be responsible for any civil liability or costs that may arise from the fire protection, fire rescue and first response for emergency medical services that the assisting party provides to the requesting party (DISTRICT) under this Agreement. The parties agree pursuant to Section 791.006 (a-1) of the Texas Government Code that assignment of liability provided by this Agreement is intended to be different than liability otherwise assigned under Section 791.006 (a) of the Texas Government Code, which provides that "the governmental unit that would have been responsible for furnishing the services in the absence of the contract is responsible for any civil liability that arises from the furnishing of those services." The parties also agree that pursuant to Section 775.0366 (e) of the Texas Health and Safety Code that assignment of liability provided by this Agreement is intended to be different than liability otherwise assigned under Section 775.0366 (d), which provides that the "district is responsible for any civil liability that arises from furnishing those services if the district would have been responsible for furnishing the services in the absence of the contract." It is expressly understood and agreed, however, that in the execution of this Agreement, neither the CITY nor the DISTRICT waives, nor shall be deemed to waive, any immunity or defenses that would otherwise be available to it against claims arising in the exercise of governmental powers and functions, including the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Chapter 101, Civil Practice and Remedies Code, or other law.

Section 15: Implied Rights; Employees

By entering into this Agreement the parties do not intend to create any obligations expressed or implied other than those specifically set forth herein and this Agreement will not create rights in parties not signatories hereto. The employees of the CITY are not employees or agents of the DISTRICT by virtue of this Agreement. The employees of the DISTRICT are not employees or agents of the CITY by virtue of this Agreement.

Section 16: Conferring of Rights

This Agreement does not confer any rights on third parties who are not signatories to this Agreement, therefore no person may bring suit against CITY or DISTRICT regarding the performance of this Agreement as a third party beneficiary of this Agreement.

Section 17: Cancellation

DISTRICT and CITY retain the right to cancel without cause this Agreement on thirty (30) days written notice to the non-canceling party. In the event of cancellation, DISTRICT will pay a prorated share of the monies due for the remainder of that quarter only if the CITY provides services as required in the Agreement during the period of time leading up to the termination date. However, in the event that CITY exercises this right of cancellation, CITY must repay to DISTRICT all money paid CITY by DISTRICT for personal property, if any, purchased by the CITY with funds from the DISTRICT.

Section 18: Form 1295 Acknowledgement

CITY acknowledges that it is a governmental entity and not a business entity as those terms are defined in Section 2252.908 of the Texas Government Code, and therefore, no disclosure of interested parties pursuant to Section 2252.908 of the Texas Government Code is required.

Section 19: Grant from District

During the DISTRICT's 2024 fiscal year, the CITY may request reimbursement for expenses related to the item(s) listed in Exhibit "D". Reimbursement shall not exceed the amounts or quantities listed unless specifically authorized by the DISTRICT through an action of its Commissioners. Reimbursement requests must be received by the DISTRICT on or before June 30, 2024. Reimbursements will be considered based on proper documentation being submitted by the CITY including, but not limited to, an itemized invoice(s) and proof of payment(s) by the CITY.

WITNESS the signatures of the respective parties hereto this the _____ day of _____, _____.

**TARRANT COUNTY EMERGENCY
SERVICES DISTRICT NO. 1**

CITY OF KENNEDALE, TEXAS

President

Authorized Official

ATTEST:

ATTEST:

Secretary/Treasurer

Secretary

287

ESN 99

KENNEDALE FIRE

KENNEDALE EMS

E KENNEDALE PKWY

GERTIE BARRETT RD

DICK PRICE RD

BENNETT LAWSON RD

287

EXHIBIT "B"

TARRANT COUNTY EMERGENCY SERVICES DISTRICT NO. ONE POINT SYSTEM 2022-2023 RULES AND REGULATIONS

Runs as received by the dispatcher must be of an emergency nature in order to qualify for payment.

Dispatcher(s) should be familiar with their territory. If a dispatcher received a call for another district, the dispatcher should inform the caller of the proper department. Then make a reasonable attempt to notify the proper department before toning out, but has the responsibility of responding if unable to raise the proper district.

Each run report should have street address and cross street, or distance and direction of closest cross street (if address is not available), and the MAPSCO map coordinate.

Run reports MUST be received by the 15th of the following month that the run is made. Any reports received by the office after the 15th WILL NOT BE PAID.

We have been asked to verify calls – just to keep everyone honest so be forewarned – that spot checks of random reports will be performed.

AMBULANCE TRANSPORT

Ambulance Transport:

Advance Life Support Transport	5 Points
Basic Life Support Transport	3 Points
All no rides	1 Point

***AMBULANCE Mutual aids calls (EXTRA)	1 Point
Call over 4 miles from the Dept.'s Station (EXTRA)	2 Points

TARRANT COUNTY EMERGENCY SERVICES DISTRICT NO. ONE
EXHIBIT "B" POINT SYSTEM – (CONTINUED)

(CAREFLITE transport qualifies for full points to responding departments)

ALS transport is when one or more patients are transported by one ambulance and the ambulance is staffed by a Paramedic or an EMT SS and equipped with IVs, Drugs, and EKG Monitor.

BLS transport is when patients are transported by ambulance that does not have a Paramedic or EMT SS or does not have ALS equipment.

No points will be awarded to departments that contract for Ambulance Service who transport.

Ambulance TRANSFERS will not receive any points.

NOTE:

THIS IS TO CURTAIL ANY FALSE REPORTS SENT IN. THIS IS NOT TO PENALIZE A DEPARTMENT FOR ANY MISTAKES MADE. THE LOSS OF POINTS WILL BE DECIDED ON BY THE POINTS COMMITTEE AND PRESENTED TO THE BOARD FOR APPROVAL.

REVISED EXHIBIT "A" – CHANGED TO EXHIBIT "B": PRESENTED TO THE BOARD OF EMERGENCY SERVICES DISTRICT COMMISSIONERS AT THEIR SEPTEMBER 8TH, 1997 BOARD MEETING, WHEN IT WAS VOTED ON AND APPROVED.

Exhibit "D"

GRANT FROM DISTRICT

City of Kennedale

(Items included in the categories below are based on the agency's itemized request and will be reimbursed in strict compliance with the agency's grant submission.)

Grant Purpose	Amount
Station alert/communications system	\$25,000.00

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: FEBRUARY 20, 2024

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

SUBJECT

Approval of a Professional Services Agreement between the City of Kennedale and Halff Associates, Inc. for a Stormwater Management Plan and any action necessary to authorize the City manager to execute same on behalf of the City.

ORIGINATED BY:

Kristian Sugrim

SUMMARY:

The City of Kennedale, as a regulated entity under the Texas Commission on Environmental Quality (TCEQ), must develop and submit a stormwater management plan (SWMP). This plan will permit stormwater discharges to surface water in the state under the Texas Pollutant Discharge Elimination System (TPDES) Phase 11 Municipal Separate Storm Sewer System (MS4). Kennedale's General Permit, TXR040006, must be renewed under TCEQ's new Net-MS4 electronic system before August 2024.

Halff Associates, Inc. has successfully provided stormwater management services for the City of Kennedale over the past five years.

RECOMMENDATION:

ATTACHMENTS

1.	Contract-Kennedale SWMP 2024-2029	Contract-Kennedale SWMP 2024-2029.pdf
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AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ON A DEFINED SCOPE OF SERVICES BASIS

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

W I T N E S S E T H:

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

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

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

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

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

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

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

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

VI. OWNERSHIP OF DOCUMENTS. Upon Engineer's completion of services and receipt of payment in full, Engineer shall grant to Client a non-exclusive license to possess the final drawings and instruments produced in connection with Engineer's performance of the work under this Agreement, if any. Said drawings and instruments may be copied, duplicated, reproduced, and used by Client for the purpose of constructing, operating, and maintaining the improvements. Client agrees that such documents are not intended or represented to be suitable for reuse by Client or others for purposes outside the Scope of Services of this Agreement. Notwithstanding the foregoing, Client

understands and agrees that any and all computer programs, GIS applications, proprietary data or processes, and certain other items related to the services performable under this Agreement are and shall remain the sole and exclusive property of Engineer and may not be used or reused, in any form, by Client without the express written authorization of Engineer. Client agrees that any reuse by Client, or by those who obtain said information from or through Client, without written verification or adaptation by Engineer, will be at Client's sole risk and without liability or legal exposure to Engineer or to Engineer's employees, agents, representatives, officers, directors, affiliates, shareholders, owners, members, managers, attorneys, subsidiary entities, advisors, subconsultants or independent contractors or associates. Engineer may reuse all drawings, reports, data, and other information developed in performing the services described by this Agreement in Engineer's other activities. Under no circumstances shall delivery of electronic files for use by Client be deemed a sale by Engineer, and Engineer makes no warranties, either express or implied, of merchantability or fitness for any particular purpose. In no event shall Engineer be liable for any damages, including but not limited to indirect or consequential damages, as a result of Client's unauthorized use or reuse of the electronic files. Client is aware that differences may exist between the electronic files delivered and the printed hard-copy original documents. In the event of a conflict between the signed original documents prepared by Engineer and any electronic or other files or data provided, it is understood and agreed that the original signed or sealed hard-copy documents shall govern.

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

VIII. SOLE PARTIES AND ENTIRE AGREEMENT. This Agreement shall not create any rights or benefits to anyone except Client and Engineer and contains the entire Agreement between the Parties. Oral modifications to this Agreement shall have no force or effect.

IX. INSURANCE. Engineer shall, at its own expense, purchase, maintain and keep in force throughout the duration of this Agreement and for a period of four (4) years thereafter, professional liability insurance. The limits of liability shall be \$2,000,000 per claim and in the aggregate. Engineer shall submit to Client a certificate of insurance prior to commencing any work for Client.

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

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

XII. ASSIGNMENT. This Agreement is binding on the heirs, successors, and assigns of the Parties hereto. Neither this Agreement, nor any claims, rights, obligations, suits, or duties associated hereto, shall be assigned or assignable by either Client or Engineer without the prior written consent of the other Party. Further, nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Engineer and Client and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of Engineer and Client and not for the benefit of any other party (no third party beneficiaries).

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

XIV. INTEGRATION, MERGER AND SEVERABILITY. This Agreement and the Scope of Services, including fee and schedule are fully incorporated herein and represent the entire understanding of Client and Engineer. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both Parties. This Agreement constitutes, represents and is intended by the Parties to be the complete and final statement and expression of all the terms and arrangements between the Parties to this Agreement with respect to the matters provided for in this Agreement. This Agreement

supersedes any and all prior or contemporaneous agreements, understandings, negotiations, and discussions between the Parties and all such matters are merged into this Agreement. Should any one or more of the provisions contained in this Agreement be determined by a court of competent jurisdiction or by legislative pronouncement to be void, invalid, illegal, or unenforceable in any respect, such voiding, invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be considered as if the entirety of such void, invalid, illegal, or unenforceable provision had never been contained in this Agreement.

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

XVI. TIMELINESS OF PERFORMANCE. Engineer shall perform its professional services with due and reasonable diligence consistent with sound professional practices.

XVII. DISPUTE RESOLUTION. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to schedule a series of no less than two (2) meetings of senior personnel of Client and Engineer in which the disagreement or conflict will be discussed. The first of such meetings will be scheduled as soon as possible following identification of such disagreement or conflict and the second meeting must occur within thirty (30) calendar days following the initial meeting. Subsequent meetings, if any, may be scheduled upon mutual agreement of the Parties. The Parties agree that these two (2) meetings are conditions precedent to the institution of legal proceedings unless such meetings will adversely affect the rights of one or more of the Parties as such rights relate to statutes of limitation or repose.

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

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

SHOULD THERE BE AN ALLEGATION OF ERROR, NEGLIGENCE, BREACH OR OTHER DEFICIENCY IN THE SERVICES OF ENGINEER OR ANY OF ITS CONSULTANTS, AND SHOULD SUCH ALLEGATION RELATE TO A CONDITION, COMPONENT, OR ITEM IN THE SERVICES OR THE PROJECT THAT IS ALLEGED OR OTHERWISE CLAIMED TO BE INACCURATE OR OMITTED FROM ENGINEER'S DRAWINGS, INSTRUMENTS OR OTHER DOCUMENTS PREPARED UNDER THIS AGREEMENT, IT IS UNDERSTOOD AND AGREED BY ALL PARTIES THAT ENGINEER AND ITS CONSULTANT'S LIABILITY, IF ANY, SHALL EXCLUDE ANY AND ALL DAMAGES, COSTS, OR EXPENSES THAT CREATE OR RESULT IN ADDED VALUE, UPGRADE, BETTERMENT OR ENHANCEMENT OF THE PROJECT AS SUCH RELATE TO THE INACCURATE OR OMITTED CONDITION, COMPONENT, OR ITEM AS ORIGINALLY DESIGNED.

XIX. AGREED REMEDIES

A. IT IS THE INTENT OF THE PARTIES TO THIS AGREEMENT THAT ENGINEER'S SERVICES UNDER THIS AGREEMENT SHALL NOT SUBJECT ENGINEER'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LEGAL EXPOSURE FOR CLAIMS AND RISKS ASSOCIATED WITH THE SERVICES THAT ARE EITHER PERFORMED OR PERFORMABLE UNDER THIS AGREEMENT.

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

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

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

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

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

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

[SIGNATURE PAGE TO FOLLOW]

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

HALFF ASSOCIATES, INC.

CLIENT: CITY OF KENNEDALE, Texas

By: _____
Signature

Stephanie W. Griffin
Printed Name

Director of Water Resources
Title

Date

By: _____
Signature

Darrell Hull
Printed Name

City Manager
Title

Date



**Exhibit A
Scope of Service**

**CITY OF KENNEDALE
2024-2029 SWMP Preparation for TPDES TXR040000 Small MS4 General Permit
Scope of Work
January 29, 2024**

TASK 1: SWMP PROJECT MANAGEMENT AND COORDINATION

Halff project management activities include task leadership and direction; telephone and written communication; project status reports; project progress meetings; project invoicing; and personnel and data management among other general project management activities. Specific meetings beyond staff management coordination and regular communication include the following:

1. Attend one (1) virtual project kickoff meeting with staff from the City of Kennedale (City). The meeting will be coordinated by Halff and is intended to discuss key items such as project schedule, budget and any specific directives. Halff will provide a preliminary schedule. We will discuss the previous annual reports, all stormwater activities, proposed BMPs, timeline of activities, program goals and annual reporting requirements. Changes to the general permit requirements will also be discussed.
2. Attend up to four (4) virtual progress meetings over the course of the SWMP development, to discuss specific task objectives and progress. Prepare and submit meeting notes to City staff.
3. Prepare monthly project status updates and invoices.

Deliverables

- Meeting notes
- Monthly project status updates with invoices

TASK 2: 2024-2029 SWMP PREPARATION AND MS4 READINESS

Halff's proposed services include preparation of updated MS4 Stormwater Management Program (SWMP) for the City. TCEQ uses the SWMP to permit stormwater discharges to surface water in the state under the TPDES Phase II Municipal Separate Storm Sewer System (MS4) General Permit, TXR040000. The Small MS4 General Permit, TPDES Permit No. TXR040000, was issued on January 24, 2019 and was scheduled to expire on January 24, 2024. TCEQ recently announced that the current permits will remain valid until August 2024 due to delays it has encountered with its new Net-MS4 electronic system.

Halff will prepare an updated SWMP for the City to achieve administrative compliance with the updated TCEQ general permit, TXR040000. Specific tasks include:

1. 2024-2029 MS4 SWMP General Permit Review
 - a. Identify updates from 2019 to 2024 TXR040000 General Permit requirements.



- b. Provide City with identified comparison document: 2024-2029 TXR04000 General Permit vs. 2019-2024 TXR04000 General Permit.
2. Review updated MCMs and BMP
 - a. Assess each MCM and BMP from the current TCEQ-approved SWMP. Prepare a summary and schedule of possible BMPs for discussion with the City.
 - b. Meet with City staff to discuss the potential BMPs. Update BMPs according to City's preferences while meeting TCEQ requirements. (one virtual meeting)
 - c. Assist the City in developing implementation strategies, a basic timeline for each stormwater-related activity and reference for responsible parties involved.
3. Prepare SWMP and NOI
 - a. Revise the City's current SWMP using the MCM and scheduled BMPs developed in Task 2.2.
 - b. Assist the City in the preparation of the TCEQ required Notice of Intent (NOI).
 - c. Prepare draft SWMP and NOI for review and comment by the City.
 - d. Perform QA/QC of draft documents.
 - e. Meet with City staff to discuss draft documents and obtain City feedback. (one virtual meeting)
 - f. Finalize the SWMP.
 - g. Perform QA/QC of final documents.
 - h. Assist City with electronic submittal of SWMP to TCEQ.
 - i. Assist the City in finalizing the NOI for the City to post.

Deliverables

- Digital copy of draft SWMP
- Digital copy of final SWMP
- Digital copy of draft NOI
- Digital copy of final NOI for City to publish

TASK 3: PREPARE FIVE (5) ANNUAL MS4 REPORTS (CY 2024-2028)

Every year, the TCEQ requires MS4 permit holders to submit an annual report documenting the community's progress with SWMP implementation for the previous calendar year. Halff will prepare an annual report compliant with TCEQ rules and regulations for calendar years 2024 through 2028 based on data provided by the City. Each annual report will be prepared during the first quarter following the calendar years of 2024 through 2028. The last annual MS4 report will be completed in Spring 2029 to coincide with the City's permit that will expire in January 2029.

1. Prepare Five MS4 Annual Reports (CY 2024-2028)
 - a. Meet with city up to review the progress of the MCMs and BMPs identified in the SWMP. (one virtual meeting each year)
 - b. Request documentation from City needed for each BMP. Review information provided and update BMP tracking spreadsheet accordingly.
 - c. Communicate with City regarding outstanding items.
 - d. Prepare draft MS4 Annual Report and submit to City for review.
 - e. Perform QA/QC on draft report.



- f. Meet with City to review draft MS4 Annual Report. (one virtual meeting each year)
- g. Revise and finalize MS4 Annual Report.
- h. Perform QA/QC on final report.
- i. Assist City with electronic submittal of MS4 Annual Report to TCEQ each year.
- j. Prepare monthly project status updates and invoices.

Deliverables

- Digital copy of draft MS4 Annual Report (one each for CY 2024-2028)
- Digital copy of final MS4 Annual Report (one each for CY 2024-2028)

FEE SUMMARY

Halff will provide all services on a lump sum basis. Halff understands the total contract amount will include a not-to-exceed limit of **\$86,480.00**. Upon request, Halff can prepare proposals to assist the City in the implementation process of program elements.

Task 1: Project Management and Coordination	\$7,170.00
Task 2: 2024-2029 SWMP Preparation and MS4 Readiness	\$26,610.00
<u>Task 3: Prepare Five (5) Annual MS4 Reports (CY 2024-2028)</u>	<u>\$52,700.00</u>
Total	\$86,480.00

ITEMS EXCLUDED AND/OR OPTIONAL SUPPLEMENTAL SERVICES:

The following services are excluded from this scope of work; however, following coordination with the City, the following services may be added as supplemental services.

- Notice of Change: As an additional service, if it is required to address and document changes to the SWMP measurable goals, Halff will prepare and submit to TCEQ a Notice of Change (NOC) document on behalf of the City.
- Implementation of the SWMP activities
- Public outreach meetings
- Meetings with TCEQ
- Digital creation of data such as GIS that provides proper traceable metrics for public involvement activities
- Development of a structural control maintenance and enforcement program
- Hosting, planning and attending events that might be required as BMPs
- Environmental permitting coordination with either State or Federal agencies not mentioned in the proposal
- Detailed evaluations of specialty clean-up efforts (I.E., illegal camp sites) that could require a specialty contractor
- Field work
- Training



Proposed Project Schedule

Halff will commence work upon notice-to-proceed (NTP).

The City is required to have a compliant SWMP prepared prior to submitting an NOI within 180 days following the effective date of the general permit, which is expected to be August 2024. The City will inform Halff when NOI is submitted to TCEQ Executive Director, the tentative deadline for authorizations is January 2025. Halff will provide the City with an updated SWMP as required by TCEQ to submit a NOI to obtain authorization to discharge through the general permit. Tasks 1 and 2 are anticipated to take five (5) months.

Task 3 schedule spans five years for MS4 annual reports covering calendar years 2024 through 2028. The first MS4 annual report covers calendar year 2024 and will be prepared in the first quarter of 2025. Each subsequent annual report will follow a similar schedule.

STAFF REPORT TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: FEBRUARY 20, 2024

AGENDA ITEM NUMBER: EXECUTIVE SESSION ITEM VI.A.

SUBJECT

PURSUANT TO §551.071 — Consultation with the City Attorney pertaining to any matter in which the duty of the City Attorney under the Texas Disciplinary Rules of Professional Conduct may conflict with the Open Meetings Act, including discussion of any item posted on the agenda, legal issues regarding the Open Meetings Act.

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

MEETING DATE: FEBRUARY 20, 2024

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

SUBJECT

Investigation Update

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

STAFF REPORT TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: FEBRUARY 20, 2024

AGENDA ITEM NUMBER: EXECUTIVE SESSION ITEM VI.B.

SUBJECT

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

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

MEETING DATE: FEBRUARY 20, 2024

AGENDA ITEM NUMBER: EXECUTIVE SESSION ITEM VI.C.

SUBJECT

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

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

STAFF REPORT TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: FEBRUARY 20, 2024

AGENDA ITEM NUMBER: EXECUTIVE SESSION ITEM VI.D.

SUBJECT

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

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

MEETING DATE: FEBRUARY 20, 2024

AGENDA ITEM NUMBER: EXECUTIVE SESSION ITEM VI.D.1.

SUBJECT

Planning and Zoning Commission vacancy.

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS