

KENNEDALE CITY COUNCIL
AGENDA
REGULAR MEETING
June 13, 2013
CITY HALL COUNCIL CHAMBERS, 405 MUNICIPAL DRIVE

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

I. CALL TO ORDER

II. WORK SESSION

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

- A. Review and discuss the current process for Advisory Board appointments
- B. Review applications for the 2013-2014 Youth Advisory Council.
- C. Discuss schedule for FY 2013/14 budget preparations

III. REGULAR SESSION

IV. ROLL CALL

V. INVOCATION

VI. UNITED STATES PLEDGE

VII. TEXAS PLEDGE

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

VIII. VISITOR/CITIZENS FORUM

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

IX. REPORTS/ANNOUNCEMENTS

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

X. CONSENT ITEMS

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

- A. Consider approval of minutes from May 5, 2013 regular meeting.
- B. Consider authorizing City Manager to execute a contract with Tarrant County Tax Office for the assessment and collection of ad valorem taxes levied by the City of Kennedale for the 2013 tax year.
- C. Consider authorizing city manager to execute an interlocal agreement with Tarrant County for the construction of Link Street and a portion of High Ridge Street.
- D. Consider authorizing the Mayor to execute an Agreement to Participate in Tax Increment Reinvestment Zone Number One, City of Kennedale, Texas (New Hope Road) between the City of Kennedale and Tarrant County College District.
- E. Consider authorizing expenditure of Police Seizure Funds

XI. REGULAR ITEMS

- A. **CASE # PZ 13-02** to receive comments and consider action on a request by the Kennedale Economic Development Corporation to amend regulations governing signs in the Kennedale TownCenter Planned Development District adopted under Ordinance No. 434, for property located at 201 W Kennedale Pkwy, more particularly described as Block A, Kennedale Town Center Planned Development District.
- B. Consider a recommendation from the Parks and Recreation Advisory Board regarding an increase in pavilion rental rates.
- C. Consider appointing Elias Noorzad, Nadyeh Patel, Ashley Luu, Hailey Green, Morgan Biscoe, and Emily Beck as members of the 2013-2014 Youth Advisory Council.
- D. Consider approval of special council meeting dates for FY2013/2014 budget and tax hearings.

XII. EXECUTIVE SESSION

- A. The City Council will meet in closed session pursuant to Section 551.071 of the Texas Government Code for 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 and legal issues regarding proposed development agreement and nondisclosure agreement.

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

XIV. ADJOURNMENT

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

CERTIFICATION

I certify that a copy of the June 13, 2013, agenda was posted on the City Hall bulletin board next to the main entrance of the City Hall building, 405 Municipal Drive, of the City of Kennedale, Texas, in a place convenient and readily accessible to the general public at all times and said agenda was posted at least 72 hours preceding the schedule time of said meeting, in accordance with Chapter 551 of the Texas Government Code.

A handwritten signature in cursive script that reads "Amethyst G. Cirno".

Amethyst G. Cirno, City Secretary

Date: June 13, 2013

Agenda Item No: WORK SESSION - A.

I. Subject:

Review and discuss the current process for Advisory Board appointments

II. Originated by:

III. Summary:

The recent UTA Capstone report on governance dealt with the advisory boards. The report provided recommendations with regard to:

1. board selection,
2. leadership development,
3. board consolidation,
4. board alignment with governance policies, and
5. training.

This has been placed on the agenda to discuss board selection - a process for appointment for the various board members and board consolidation. Essentially, the board selection process includes the application announcement, application period, orientation, interview process, selection, and appointment.

We are behind at this point in the appointment process but would suggest you initiate a process for this appointment cycle. For example, the call for applications can occur within 10 days with an application period of 30 days. An orientation session(s) can be scheduled to review board expectations from which interviews can be scheduled. A decision is necessary for the interview portion – a committee or the council as a whole? Additionally, what information would you desire prior to the interview, e.g., a Myers-Briggs profile, a questionnaire similar to what was used for council members, and if existing board members need to be interviewed for reappointment.

Additionally, The report recommended the elimination of the Arts and Culture Board. Staff needs direction as to this recommendation. Should such an ordinance be prepared? And these duties be included in the Parks and Recreation Board? The Arts and Culture Board currently has two members with five vacancies.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

None

VII. Alternative Actions:

VIII. Attachments:

Date: June 13, 2013

Agenda Item No: WORK SESSION - B.

I. Subject:

Review applications for the 2013-2014 Youth Advisory Council.

II. Originated by:

Amethyst G. Cirimo, City Secretary and Communications Coordinator

III. Summary:

Please see the attached applications.

New Applicants: Nadyeh Patel, Elias Noorzad, Ashley Luu

Applicants for Reappointment: Hailey Green, Morgan Biscoe, Emily Beck

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

1.	Elias Noorzad	Elias Noorzad.pdf
2.	Nadyeh Patel	Nadyeh Patel.pdf
3.	Hailey Green	Green, Hailey - 2013 Application for Reappointment.pdf
4.	Morgan Biscoe	Biscoe, Morgan - Application for Reappointment.pdf
5.	Ashley Luu	Ashley Luu.pdf
6.	Emily Beck	Emily Beck.pdf

Date: June 13, 2013

Agenda Item No: WORK SESSION - C.

I. Subject:

Discuss schedule for FY 2013/14 budget preparations

II. Originated by:

III. Summary:

The Property Tax Code (tax) and Local Government Code (budget) provides for specific legal requirements in which a taxing unit must comply in order to adopt both their tax rate and budget. In an effort to comply with the aforementioned codes, the City has set the budget/tax schedules as outlined below:

05/21/13 Special Session

Discuss Strategic Planning and Balanced Card Implementation

08/08/13 Regular Session

Submit Certified Appraisal Roll & Tax Calculations

08/09/13 Special Session

Publish Notice of Effective Tax Rate

Budget Workshop

Vote to Place Proposal On Future Agenda (Will Only Occur If Two Public Hearings Are Needed)

08/23/13

Publish Notice of Public Hearing On Budget

Publish 1st Public Hearing on Tax Increase (Will Only Occur If Two Public Hearings Are Needed)

08/30/13

Publish 2nd Notice Of Public Hearing On Tax Increase (Will Only Occur If Two Public Hearings Are Needed)

09/12/13 Regular Session

Conduct Public Hearing On Budget

Conduct 1st Public Hearing On Tax Increase (Will Only Occur If Two Public Hearings Are Needed)

09/19/13 Special Session

Adopt Budget, Adopt Tax Rate, Ratify Tax Increase Reflected In Budget (Will Only Occur If "No" Public Hearings Are Needed)

Conduct 2nd Public Hearing On Tax Increase (Will Only Occur If Two Public Hearings Are Needed)

09/20/13

Publish Notice Of Tax Revenue Increase (Will Only Occur If Two Public Hearings Are Needed)

09/26/13 Special Session

Adopt Budget, Adopt Tax Rate, Ratify Tax Increase Reflected In Budget (Will Only Occur If Two Public Hearings Are Needed)

09/30/13

Last Day To Adopt Budget

10/22/13

Approve MMD Tax Assessment & Levy

Note: Bold items are directly related to City Council action.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

None

VII. Alternative Actions:

VIII. Attachments:

Date: June 13, 2013

Agenda Item No: CONSENT ITEMS - A.

I. Subject:

Consider approval of minutes from May 5, 2013 regular meeting.

II. Originated by:

Amethyst G. Cirimo, City Secretary and Communications Coordinator

III. Summary:

Please see the attached minutes for approval.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

1.	minutes	05.09.2013 CC Minutes.doc
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**KENNEDALE CITY COUNCIL
MINUTES
REGULAR MEETING
May 9, 2013
CITY HALL COUNCIL CHAMBERS, 405 MUNICIPAL DRIVE**

I. CALL TO ORDER

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

II. ROLL CALL

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

Absent: none

Late: Brian Johnson (*arrived at 6:50PM*)

III. INVOCATION

IV. UNITED STATES PLEDGE

V. TEXAS PLEDGE

VI. REGULAR SESSION

VII. CONSENT ITEMS

A. Consider approval of meeting minutes from April 11, 2013 regular meeting.

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

VIII. REGULAR ITEMS

A. University of Texas at Arlington Capstone Project - Group 1: Presentation of 2013 Citizen Survey Results.

Katlyn Le, Brandon Philips, Clifford Blumberg, Eliana Guevara, and Jennifer Sloan presented the report.

B. Conduct drawing for 2013 Citizen Survey winners.

C. University of Texas at Arlington Capstone Project - Group 2: Presentation of 2013 Governance/Board Survey report.

Deanna Bird, Kerston Crawford-Thorns, Leigh Godfrey, Ann-Maree Harrison, Kellee Moore, and Sherrelle Roberts presented the report.

D. University of Texas at Arlington Capstone Project - Group 3: Presentation of the 2013 Brownfields report.

Aimee Bissett, Ashante Fegans, Kinda Hall, Jessica Huynh, and Corey Theurer presented the report.

IX. VISITOR/CITIZENS FORUM

Four individuals signed up to speak:

1. Krysten Sanders approached the council, thanking them for their support as she continues to pursue recycling opportunities and education throughout the community.
2. Adrienne Kay of 918 Shady Creek Drive approached the Council, noting that she has experience with the Myers-Briggs personality style questionnaire and is a proponent of its use.
3. Jeremiah Whunneberger, Executive Director of the Chamber of Commerce, approached the Council to announce upcoming events, including Business After Hours and the Annual Awards Luncheon.
4. James Bennet, new owner of Beard's Towing, approached the Council, thanking them for allowing his involvement in Art in the Park and noting that he intends for his company to be heavily involved in the community.

X. REPORTS/ANNOUNCEMENTS

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

A. Updates and information from the Mayor.

- Proclamation for National Kids to Parks Day.

The Mayor read the proclamation, and thanked past Councilmember David Green for assisting with the Wildcat Way/Sublett Road roundabout statue.

B. Updates and information from Councilmembers, if any.

- Councilmember Turner noted that he would like the Council and the community to pursue an increased relationship with the School Board. He noted that the formation of a committee may be a good tool to accomplish this goal.
- Councilmember Johnson noted that during a recent meeting with several school board members, a desire to increase communication was stated by both parties, however a method to achieve this had not yet been decided.
- Councilmember Overstreet noted that he was pleased with the 2013 citizen survey results in terms of ease of travel throughout the city, and that the survey response would be a great addition for his presentation on roundabouts and boulevards at next year's National League of Cities conference.

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

- Park Committee Appointments

The Parks and Recreation Board recommended that a committee be formed to discuss the possibility of a joint playground near Delaney Elementary School. Council noted that Councilmember Liz Carrington would also like to serve on this committee to provide a Council perspective.

- May 21, 2013 Budget Workshop was announced.

XI. REGULAR ITEMS, CONTINUED

A. Oath of Office for Charles Overstreet, City Council Place 1, 2013-2015 term.

City Secretary Amethyst Cirno issued the Oath of Office.

B. Oath of Office for Brian Johnson, City Council Place 3, 2013-2015 term.

City Secretary Amethyst Cirno issued the Oath of Office.

C. Oath of Office for Frank Fernandez, City Council Place 5, 2013-2015 term.

City Secretary Amethyst Cirno issued the Oath of Office.

Mayor Clark announced that council would be recessing into Executive session at 8:30PM.

The City Council will meet in closed session pursuant to Section 551.071 of the Texas Government Code for 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 and legal issues regarding the preparation of developer's agreements.

The Council resumed open session at 8:36PM.

D. Selection of a Mayor Pro-Tem.

Motion To table this item until the June meeting. **Action** Table, **Moved By** Kelly Turner, **Seconded By** Charles Overstreet
Motion Passed Unanimously

E. Consider a recommendation from the Parks and Recreation Advisory Board regarding an increase in pavilion rental rates.

Motion To send this item back to the Parks and Recreation Board for further research. **Action** Table, **Moved By** Brian Johnson, **Seconded By** Liz Carrington
Motion Passed Unanimously

F. Consider approval of an Ordinance approving and adopting rate schedule RRM, Rate Review Mechanism, for Atmos Energy Corporation.

Motion To approve Ordinance 520 as presented. **Action** Approve, **Moved By** Kelly Turner, **Seconded By** Charles Overstreet
Motion Passed Unanimously

G. Consider authorizing a letter of support for the submittal of an application for grant funding through Section 319 of the US Environmental Protection Agency's Clean Water Act regarding nonpoint source pollution.

Bob Hart noted that the city was currently working with the Trinity River Authority, the City of Arlington and the City of Fort Worth on this application, which is intended to address water quality issues in the Lake Arlington watershed and therefore Village Creek.

Motion To authorize a letter of support for the submittal of an application for grant funding through Section 319 of the US Environmental Protection Agency's Clean Water Act regarding nonpoint source

pollution. **Action** Approve, **Moved By** Charles Overstreet, **Seconded By** Frank Fernandez.
Motion Passed Unanimously

H. Discuss and consider approval of an Ordinance amending water and sewer service rate schedules.

Mayor Clark noted that this item and potential rate change options were discussed in great detail at the April workshop, and that Council has Was discussed at last workshop.

XII. EXECUTIVE SESSION

(Executive Session was held earlier)

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

No action pursuant to executive session was necessary.

XIV. ADJOURNMENT

Motion adjourn. **Action** Adjourn, **Moved By** Brian Johnson, **Seconded By** Liz Carrington.
Motion Passed Unanimously

The meeting was adjourned at 9:18PM.

APPROVED:

Mayor John Clark

ATTEST:

City Secretary Amethyst G. Cirimo

Date: June 13, 2013

Agenda Item No: CONSENT ITEMS - B.

I. Subject:

Consider authorizing City Manager to execute a contract with Tarrant County Tax Office for the assessment and collection of ad valorem taxes levied by the City of Kennedale for the 2013 tax year.

II. Originated by:

Sakura Moten-Dedrick, Director of Finance & IT

III. Summary:

This is an annual agreement under which Tarrant County serves as the tax assessor and collector for the City of Kennedale, Texas. This agreement is substantially the same in form as it has been for several years. The main factor which generally changes from year to year is the cost that we are charged by Tarrant County to mail out tax statements.

For the 2013 Tax Year (FY2013-2014), the fee will be \$1.10 cents per parcel. The prior year fee was \$.90.

The City of Kennedale will be invoiced for all accounts based on the October billing roll certified to the Tarrant County Tax Assessor/Collector by January 15 and payment must be received by February 15.

This contract must be executed and returned to the Tarrant County Tax Office no later than July 31, 2013.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

1.	FY13-14 Tarrant County Tax Collection Contract	20130514103630721.pdf
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TARRANT COUNTY TAX OFFICE

100 E. Weatherford, Room 105 • Fort Worth, Texas 76196-0301 • 817-884-1100
taxoffice@tarrantcounty.com

RON WRIGHT
Tax Assessor-Collector

May 9, 2013

Ms Sakura Moten-Dedrick
Director of Finance and IT
405 Municipal Dr
Kennedale, TX 76060

Dear Ms. Moten-Dedrick,

The Tarrant County Tax Office, in conjunction with the County Auditor's Office, recently completed the most thorough property tax cost review in the history of the Tax Office. We have identified all the costs associated with assessment and collection of property taxes for all the taxing entities consistent with other urban counties. Consequently, we are increasing our collection fee for the coming year to \$1.10 per property tax account. The fee for out of county accounts will be \$2.60 per account. I am confident we are now recovering our costs correctly, and it will not be necessary to change the fee so significantly in the future.

The new fee is consistent with other urban counties. In fact, Tarrant will still be significantly lower than Harris, Bexar, and Dallas counties. To put it in perspective, even neighboring Johnson County is at \$1.20 per account.

State law requires that I charge taxing entities my actual costs for tax collection.

Enclosed are two original renewal contracts for the assessment and collection of your ad valorem taxes by Tarrant County for the tax year 2013. After the contracts have been signed, please return **BOTH** copies to my office to the attention of Sheila Moore, Entity Liaison. I will mail a fully executed contract to you after the Commissioner's Court has made formal approval of the contract. This will be at the end of September, so the contract will be returned in October. If you require more than one original, please make a copy of the contract and mail all three back to my office. In order to have your contract in place prior to the upcoming tax season, I would ask that you have the properly executed contract returned to me no later than **July 31, 2013**.

In addition to your 2013 contract, I am enclosing an attorney confirmation form. Please fill out the requested information, sign and return to my office along with the collection contracts.

You will be invoiced for your collection commission by January 31, 2014 with payment due no later than February 28, 2014.

The time for rate calculations is rapidly approaching and many of you are already in budget preparations. Please remember the importance of getting the rate and exemption information to us prior to the **September 13th** rate submission deadline. My office will provide more information on this requirement in the near future.

If you have questions, please contact my Entity Liaison, Sheila Moore, at 817-884-1526, or you may contact me at 817-884-1106 or by e-mail rjwright@tarrantcounty.com.

Sincerely,

A handwritten signature in cursive script that reads "Ron Wright".

Ron Wright,
Tax Assessor Collector
Tarrant County

COUNTY OF TARRANT

§
§

Agreement For the Collection of Taxes

Agreement made this 13 day of June, 2013, by and between the Tarrant County Tax Assessor/Collector, hereinafter referred to as **ASSESSOR/COLLECTOR**, and Tarrant County, hereinafter referred to as the **COUNTY**, both of whom are addressed at 100 E. Weatherford Street, Fort Worth, Texas 76196-0301, and the City of Kennedale hereinafter referred to as **City**, whose address is 405 Municipal Dr, Kennedale, TX 76060.

PURPOSE OF AGREEMENT

The purpose of this Agreement is to state the terms and conditions under which the **ASSESSOR/COLLECTOR** will provide assessment and collection services of Ad Valorem taxes levied by the City.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

I.

SERVICES TO BE PERFORMED

The **ASSESSOR/COLLECTOR** agrees to bill and collect the taxes due and owing on taxable property upon which the City has imposed said taxes. The **ASSESSOR/COLLECTOR** shall perform the said services in the same manner and fashion as Tarrant County collects its own taxes due and owing on taxable property. The services performed are as follows: receiving the Certified Appraisal Roll from the appropriate Appraisal District and monthly changes thereto; providing mortgage companies, property owners and tax representatives, tax roll and payment data; providing all necessary assessments of taxes and Truth in Taxation calculations as required; the transmittal of tax statements via the U.S. Mail or electronic transfer of data; and payment processing. All City disbursements, made by check or by electronic transfer (ACH), for collected tax accounts will be made to the City on the day the **COUNTY** Depository Bank indicates the mandatory assigned "float" period has elapsed and the funds are posted to the collected balance. If any daily collection total is less than one hundred dollars (\$100.00), the disbursement may be withheld until the cumulative total of taxes collected for the City equals at least one hundred dollars (\$100.00), or at the close of the month.

II.

REPORTS

The **ASSESSOR/COLLECTOR** will provide the City the following reports, if requested:

Daily:	General Ledger Distribution Report
Weekly:	Detail Collection Report (Summary)
Monthly:	Tax Roll Summary (Totals Only)
	Year-to-Date Summary Report
	Detail Collection Report (Summary)
	Distribution Report (Summary)
	Delinquent Tax Attorney Tape
Annual:	Paid Tax Roll
	Delinquent Tax Roll
	Current Tax Roll

A selection of the above listed Reports will only be available by internet access. The **ASSESSOR/COLLECTOR** will provide the City the General Ledger Revenue & Expense Report monthly as required by Sec. 31.10 of the Texas Property Tax Code.

III.

COMPENSATION

In consideration of the services to be performed by the **ASSESSOR/COLLECTOR**, compensation for the services rendered is a rate of one-dollar and ten cents (\$1.10) per account located within Tarrant County, and two-dollars and sixty cents (\$2.60) per account located outside Tarrant County. The number of accounts billed will be based on the October billing roll certified to the **ASSESSOR/COLLECTOR**, net of subsequent account additions and deletions made by the Appraisal District. The **ASSESSOR/COLLECTOR** will invoice for these accounts by **January 31, 2014** with payment to be received from the City by **February 28, 2014**.

The scope of services identified in this contract does not include the administration of a rollback election. In the event of a successful rollback election, these costs incurred by the Tarrant County Tax Office will be separately identified, billed,

and paid by the entity.

**IV.
AUDITS**

The ASSESSOR/COLLECTOR will provide to the City auditor necessary explanations of all reports and access to ASSESSOR/COLLECTOR in-house tax system computer terminals to assist the City auditor in verifying audit samples of the financial data previously provided by the ASSESSOR/COLLECTOR during the past audit period.

**V.
TAX RATE REQUIREMENT**

The City will provide the ASSESSOR/COLLECTOR, in writing, the City's newly adopted tax rate and exemption schedule to be applied for assessing purposes by Friday, September 13, 2013. Under authority of Section 31.01 (h) of the Property Tax Code, any additional cost of printing and mailing tax statements because of late reporting of the tax rate or the exemption schedule will be charged to and must be paid by the City.

The tax rate and the exemption schedule for each of the last five (5) years in which an ad valorem tax was levied, or all prior years where there remains delinquent tax, must be furnished in writing to the ASSESSOR/COLLECTOR at the time of the initial contract.

**VI.
COMPLIANCE WITH APPLICABLE
STATUTES, ORDINANCES, AND REGULATIONS**

In performing the services required under this Agreement, the ASSESSOR/COLLECTOR shall comply with all applicable federal and state statutes, final Court orders and Comptroller regulations. If such compliance is impossible for reasons beyond its control, the ASSESSOR/COLLECTOR shall immediately notify the City of that fact and the reasons therefore.

**VII.
DEPOSIT OF FUNDS**

All funds collected by the ASSESSOR/COLLECTOR in the performance of the services stated herein for the City shall be promptly transferred to the account of the City at the City's depository bank. All payments to entities will be made electronically by the automated clearing house (ACH). The ASSESSOR/COLLECTOR has no liability for the funds after initiation of the ACH transfer of the City's funds from the COUNTY Depository to the City's designated depository.

**VIII.
INVESTMENT OF FUNDS**

The City hereby agrees that the COUNTY, acting through the COUNTY Auditor, may invest collected ad valorem tax funds of the City during the period between collection and payment. The COUNTY agrees that it will invest such funds in compliance with the Public Funds Investment Act. The COUNTY further agrees that it will pay to the City all interest or other earnings attributable to taxes owed to the City. All parties agree that this Agreement will not be construed to lengthen the time period during which the COUNTY or the ASSESSOR/COLLECTOR may hold such funds before payment to the City.

**IX.
REFUNDS**

Refunds will be made by the ASSESSOR/COLLECTOR except as set forth herein. The ASSESSOR/COLLECTOR will advise the City of changes in the tax roll which were mandated by the appropriate Appraisal District.

The ASSESSOR/COLLECTOR will not make refunds on prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided to the ASSESSOR/COLLECTOR.

All refunds of overpayments or erroneous payments due, but not requested, and as described in Section 31.11 of the Texas Property Tax Code, will after three years from the date of payment, be proportionately disbursed to those entities

contracting with the ASSESSOR/COLLECTOR. The contract must have been in force, actual assessment and collection functions begun and the tax account was at the time of the over or erroneous payment within the City's jurisdiction. The proportional share is based upon the City's percent of the tax account's total levy assessed at the time of receipt of the over or erroneous payment.

In the event any lawsuit regarding the collection of taxes provided for in this agreement to which the City is a party, is settled or a final judgment rendered, and which final judgment is not appealed, and the terms of such settlement agreement or final judgment require that a refund be issued by the City to the taxpayer, such refund shall be made by ASSESSOR/COLLECTOR by debiting funds collected by ASSESSOR/COLLECTOR on behalf of the City and remitting such refund to the taxpayer in conformity with the terms of the settlement agreement or final judgment.

X.

DELINQUENT COLLECTIONS

The ASSESSOR/COLLECTOR will assess and collect the collection fee pursuant to Sections, 33.07, 33.08, 33.11 (changed order) and 33.48 of the Property Tax Code, when allowed. The ASSESSOR/COLLECTOR will collect attorney fees that are specified by the City through written agreement with a delinquent collection Attorney. The ASSESSOR/COLLECTOR will disburse the amount directly to the City for compensation to a Firm under contract to the City.

If the delinquent collection Attorney contracted by the City requires attendance of ASSESSOR/COLLECTOR personnel at a court other than the District Courts in downtown Fort Worth, and the COUNTY is not a party, the employee's expenses and proportionate salary will be the responsibility of the City and will be added to the collection expenses and charged to the City.

The ASSESSOR/COLLECTOR will not be responsible for the collection of prior year delinquent accounts unless all delinquent accounts information is provided to the ASSESSOR/COLLECTOR.

XI.

TERM OF AGREEMENT

This Agreement shall become effective as of the date hereinabove set out, and shall continue in effect during the 2013 tax year, unless sooner terminated by providing sixty (60) day written notice, as outlined in paragraph XII.

XII.

NOTICES

Any notices to be given hereunder by either party to the other may be effected, in writing, either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the address of the parties as they appear in the introductory paragraph of this Agreement, but each party may change this address by written notice in accordance with this paragraph.

XIII.

MISCELLANEOUS PROVISIONS

This instrument hereto contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect.

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or enforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained.

This Agreement and the attachments hereto constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Executed on the day and year first above written, Tarrant County, Texas.

BY: _____
RON WRIGHT,
TAX ASSESSOR/COLLECTOR
TARRANT COUNTY
DATE _____

FOR City of Kennedale

BY: _____
06/13/13
DATE _____
TITLE: City Manager

FOR TARRANT COUNTY:

BY: _____
B. GLEN WHITLEY
TARRANT COUNTY JUDGE
DATE _____

APPROVED AS TO FORM * AND CONTENT

BY: _____
DISTRICT ATTORNEY'S OFFICE
DATE _____

*By law, the District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.



**DELINQUENT ATTORNEY CONFIRMATION
2013 TAX YEAR**

**Please complete the form below, have notarized and return with your entity
contract**

The Delinquent Attorney Firm for City of Kennedale is
Name of Taxing Entity
Linebarger Goggin Blair & Sampson, LLP.
Name of Firm

Collection penalty % by ordinance, resolution or amendment authorizing attorney collection fees in
accordance to Sections 33.07 and 33.08 Texas Property Tax Code is

15%
Percent

Collection penalty % by ordinance, resolution or amendment authorizing early turn over of this unit's
business personal property in accordance to Section 33.11 Texas Property Tax Code is

15%
Percent

The effective date of the ordinance, resolution or amendment authorizing early turn over of this unit's
business personal property in accordance to Section 33.11 Texas Property Tax Code is

December 8 2005
Month Day Year

If you change law firms you must notify Tarrant County Tax Office in writing

By signature below, the information contained in this form is deemed true and correct.

Authorized Signature
Bob Hart
Printed Name

Date
06/13/13

City Manager
Title

Sworn and Subscribed to before me on this the 13 day of June, 2013
to certify which witness my hand and seal of office.

Notary Public in and for the
State of Texas
My commission Expires: _____

Date: June 13, 2013

Agenda Item No: CONSENT ITEMS - C.

I. Subject:

Consider authorizing city manager to execute an interlocal agreement with Tarrant County for the construction of Link Street and a portion of High Ridge Street.

II. Originated by:

III. Summary:

The redevelopment of Oak Crest requires opening the interior of the site. The previously approved development plan called for the construction of Link Street. The city has worked with Tarrant County to construct such a road. The proposed contract (similar to other interlocal agreements with Tarrant County) calls for construction of Link Street and a portion of High Ridge Street. Link Street is necessary for the recruitment of a hotel and restaurants in the Oak Crest area. Construction of Link Street is expected to begin in January 2014.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

1.	Interlocal Agreement	INTERLOCAL 06072013.pdf
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THE STATE OF TEXAS
COUNTY OF TARRANT

INTERLOCAL AGREEMENT

BACKGROUND

This Interlocal Agreement is between County of Tarrant ("COUNTY"), and the City of Kennedale ("CITY");

Sections 791.001 – 791.029 of the Texas Government Code provide legal authority for this Agreement;

During the performance of the governmental functions and the payment for the performance of those governmental functions the parties will make the performance and payment from current revenues legally available to that party; and

The Commissioners Court of the COUNTY and the City Council of the CITY each find:

- a. This Agreement serves the common interest of both parties;
- b. This Agreement will benefit the public;
- c. The division of costs fairly compensates both parties to this Agreement; and
- d. The CITY and COUNTY have authorized their representative to sign this Agreement.

The Parties therefore agree as follows:

TERMS AND CONDITIONS

1. COUNTY RESPONSIBILITY

COUNTY will furnish the labor and equipment for the following project:

The new construction of Link Street at a width of 30 feet for a length of approximately 1,215 feet from Lindale Road to Kennedale Parkway; and the reconstruction of High Ridge Road at a width of 30 feet for a length of approximately 500 feet from Link Street to Interstate 20 Frontage Road. This construction/reconstruction will include:

- 1.1 Stabilize and compact sub-grade at a depth of ten inches;
- 1.2 Apply asphalt emulsion prime coat;
- 1.3 Place and compact four inches of Type B Hot Mix Asphalt Concrete;
- 1.4 Place Geosynthetic Petromat material;
- 1.5 Place and compact three inches of Type D Hot Mix Asphalt Concrete; and
- 1.6 Place flexible base on shoulders at roadway edges.

2. CITY RESPONSIBILITY

- 2.1 CITY will pay all trucking charges and furnish all materials for the project including stabilization materials, hot mix asphalt, asphalt emulsion, geosynthetic material and flexible base.
- 2.2 CITY will furnish a site for dumping waste materials generated during this project.
- 2.3 CITY will furnish all rights of way, plan specifications and engineering drawings.
- 2.4 CITY will furnish necessary traffic controls including Type A barricades to redirect traffic flow to alternate lanes during the construction phase of the project.
- 2.5 CITY will provide temporary driving lane markings.
- 2.6 If a Storm Water Pollution Prevention Plan is required, the CITY will be responsible for the design and development of the Plan. CITY will pay for all cost (including subcontractor materials, labor and equipment) associated with the implementation and maintenance of the Plan.
- 2.7 CITY will ensure that the project is cleared of obstructions which could damage county equipment during construction.
- 2.8 CITY will verify the location of all utility locations, mark those locations and then remove the utilities that will interfere with the progress of the project.
- 2.9 CITY will provide a stockpile site for materials used for this project.
- 2.10 CITY will provide soil lab testing for this project.

3. PROCEDURES DURING PROJECT

COUNTY retains the right to inspect and reject all materials provided for this project. CITY will provide quality assurance inspection for the project. If the CITY has a complaint regarding the construction of the project, the CITY must complain in writing to the COUNTY within 30 days of project completion. Upon expiration of 30 days after project completion, the CITY becomes responsible for maintenance of the project.

4. NO WAIVER OF IMMUNITY

This agreement does not waive COUNTY rights under a legal theory of sovereign immunity. This agreement does not waive CITY rights under a legal theory of sovereign immunity.

5. OPTIONAL SERVICES

- 5.1 If requested by CITY, the COUNTY may apply permanent striping;
- 5.2 If necessary, COUNTY may furnish flag persons;
- 5.3 If required, the CITY will pay for engineering services, storm water run-off plans, and continuation of services and plan;

- 5.4 If a Storm Water Prevention Plan is provided by CITY, COUNTY will be responsible for the implementation and maintenance of the Plan during the duration of the project;
- 5.5 If requested by CITY, the COUNTY will install reinforced concrete pipe furnished by the CITY.

6. TIME PERIOD FOR COMPLETION

CITY will give the COUNTY notice to proceed at the appropriate time. However, COUNTY is under no duty to commence construction at any particular time.

7. THIRD PARTY

The parties do not enter into this agreement to protect any specific third party. The intent of this agreement excludes the idea of a suit by a third party beneficiary. The parties to this agreement do not consent to the waiver of sovereign immunity under Texas law to the extent any party may have immunity under Texas law.

8. JOINT VENTURE & AGENCY

The relationship between the parties to this agreement does not create a partnership or joint venture between the parties. This agreement does not appoint any party as agent for the other party.

9. EFFECTIVE DATE

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed.

COUNTY OF TARRANT

CITY OF KENNEDALE

COUNTY JUDGE

Date: _____

Attest:

Authorized City Official

Date: _____

Attest:

APPROVED AS TO FORM*

CITY SECRETARY

ASSISTANT DISTRICT ATTORNEY

ASSISTANT CITY ATTORNEY

COMMISSIONER PRECINCT TWO
ANDY NGUYEN

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).

Date: June 13, 2013

Agenda Item No: CONSENT ITEMS - D.

I. Subject:

Consider authorizing the Mayor to execute an Agreement to Participate in Tax Increment Reinvestment Zone Number One, City of Kennedale, Texas (New Hope Road) between the City of Kennedale and Tarrant County College District.

II. Originated by:

III. Summary:

The city will make a presentation to the TCC Board on June 20th requesting TCC to participate in the New Hope Road TIF. Tarrant County and Tarrant County Hospital Health District has already agreed to participate. The TIF will provide for utility improvements, reconstruction of New Hope Road, park trails along a tributary of Village Creek, land for a commuter rail stop, and improvements to Bloxum Industrial park. The proposed agreement will formally approve the participation, if it is approved by the TCC Board.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

1.	TCCD TIF	TCCD-GENERAL-KENNEDALE TIF642013.pdf
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**AGREEMENT TO PARTICIPATE IN
TAX INCREMENT REINVESTMENT ZONE NUMBER ONE,
CITY OF KENNEDALE, TEXAS
(NEW HOPE ROAD)**

This **AGREEMENT TO PARTICIPATE IN TAX INCREMENT REINVESTMENT ZONE NUMBER ONE, CITY OF KENNEDALE, TEXAS** (“**Agreement**”) is entered into by and between the **CITY OF KENNEDALE, TEXAS** (the “**City**”) and **TARRANT COUNTY COLLEGE**, a political subdivision of the State of Texas (the “**TCCD**”).

The City and TCCD hereby agree that the following statements are true and correct and constitute the basis upon which the City and the County have entered into this Agreement:

- A. On July 12, 2012, the City Council of the City of Kennedale, Texas (the “**Council**”) adopted City Ordinance No. 506 designating certain real property generally located along New Hope Road and Bloxom Road as Tax Increment Reinvestment Zone Number One, City of Kennedale, Texas (the “**Zone**”). The Zone is informally known as “New Hope Road”. City Ordinance No. 506 is hereby incorporated by reference for all purposes and collectively attached hereto as **Exhibit “A”**.
- B. Designation of the Zone will cause development of property in and around the Zone to occur that would not occur otherwise in the foreseeable future. It is anticipated that other complementary development in the Zone will follow. This overall development will result in increased tax revenues and other public benefits for both the City and the TCCD.
- C. Pursuant to Section 311.013(f) of the Texas Tax Code, the TCCD is not required to pay any tax increment into the tax increment fund of the Zone unless it enters into an agreement to do so with the City. The TCCD wishes to enter into such an agreement with the City.

NOW THEREFORE, for and in consideration of the conditions set forth herein, the sufficiency of which is hereby acknowledged, the City and the TCCD do hereby contract, covenant and agree as follows:

1. INCORPORATION OF RECITALS.

The parties hereby agree that the recitals set forth above are true and correct and form the basis upon which they have entered into this Agreement.

2. DEFINITIONS.

In addition to any terms defined in the body of this Agreement, the following terms shall have the definitions ascribed to them as follows:

Act means the Tax Increment Financing Act, as amended and as codified in Chapter 311 of the Texas Tax Code.

Captured Appraised Value in a given year means the total appraised value of all real property taxable by TCCD and located in the Zone for that year less the Tax Increment Base.

Project Plan means the project plan for the development and/or redevelopment of the Zone, as adopted by the TIF Board and approved by the City Council of the City and attached hereto as Exhibit "B".

TIF Board means the governing board of directors of the Zone appointed in accordance with Section 311.009 of the Act and pursuant to Section 4.4 of this Agreement.

Tax Increment in a given year means the amount of property taxes levied and collected by TCCD for that year on the Captured Appraised Value of real property taxable by TCCD and located in the Zone.

Tax Increment Base means the total appraised value as of January 1, 2012 of all real property taxable by TCCD and located in the Zone.

Tax Increment Fund means that fund created by the City pursuant to Section 311.014 of the Act and Section 6 of City Ordinance No. 506, which will be maintained by the City as a separate and individual account into which all revenues of the Zone will be deposited, including (i) deposits of Tax Increment by the City and by other taxing units with jurisdiction over real property in the Zone, including TCCD and (ii) all accrued interest earned on the cash balance of the fund.

TIF Ordinance means City Ordinance No. 506 adopted on July 12, 2012, attached hereto as Exhibit "A".

Zone means the certain real properties and boundaries as described in City Ordinance No. 506.

3. DEPOSIT OF TAX INCREMENT

Subject to Section 4 of this Agreement, TCCD hereby agrees to deposit each year during the twenty-five (25) years of the term of the Zone, beginning with the 2013 tax year, fifty (50%) of TCCD's Tax Increment into the Tax Increment Fund. The calculation to determine the dollar amount of the County's Tax Increment to be deposited shall be made in accordance with the City's standard administrative procedures, but only following receipt of a bill from the City that outlines the City's calculation of the amount of the deposit that is required for that year. TCCD's deposits to the Tax Increment Fund shall be limited to a maximum cumulative contribution of \$939,000.00 (the "Maximum TCCD Contribution").

The TCCD is not obligated to pay the TCCD Tax Increment from any source other than taxes collected on the Captured Appraised Value. Furthermore, TCCD has no duty or obligation to pay the TCCD Tax Increment from any other TCCD taxes or revenues, or until the TCCD Tax Increment in the Zone is actually collected. Any portion of the taxes representing the TCCD Tax Increment that are paid to the TCCD and subsequently refunded pursuant to the provision of the Texas Tax Code shall be offset against future payments to the Tax Increment Fund.

4. LIMITATIONS ON TAX INCREMENT DEPOSITS AND USE OF FUNDS.

This Agreement is based on the following conditions, and the City agrees and acknowledges TCCD's right to enforce the conditions contained herein by injunction or any other lawful means in the event one or more of such conditions are not satisfied.

4.1 Amendments to TIF Ordinance.

The TIF Ordinance designates the boundaries, the eligible real properties for the calculation of Tax Increment for the Zone and the specific participation level of the City. If the TIF Ordinance is amended, TCCD may suspend payment into the TIF Fund as described in Section 3 until the amendment is approved by the governing body of TCCD as an amendment to this Agreement.

4.2 Certain Zone Project Costs Excluded.

The Tax Increment deposited into the Tax Increment Fund by TCCD shall be used to pay project costs for purposes as set forth and identified in the Project Plan. All TIF Fund Allocations, including but not limited to any management and administrative costs, must be approved by the TIF Board in accordance with the Project Plan. If the Project Plan, attached hereto as Exhibit "B", is amended to substantially change the scope and nature of the projects included in the Project Plan or to include additional projects and associated costs that will increase the Total Public Improvement Costs of the Project Plan, the TCCD may suspend payment into the TIF Fund as described in Section 3 until the amended Project Plan is approved by the governing body of TCCD as an amendment to this Agreement.

4.3 Zone Expansion.

As defined, the Zone shall include real properties located within the boundaries as described in the TIF Ordinance. If the Zone is expanded, the TCCD is not required to deposit into the Tax Increment Fund any Tax Increment generated from properties in the expanded area unless participation in the expanded boundary area is approved by the governing of the TCCD as an amendment to this Agreement.

4.4 TIF Board Membership.

Pursuant to Section 3 of City Ordinance No. 506 creating the Zone, during the term of the Zone, the TIF Board shall consist of seven (7) members comprised of at least one (1) TCCD representative, and the remaining members of the Board shall be designated by the City Council or other participating taxing entity(s). The governing body of the TCCD shall provide the name and address of its designated representative to the City Council of the City for appointment to the TIF Board. The City Council of the City shall appoint the designated representative to the TIF Board. If the designated representative is not appointed to the TIF Board, TCCD may suspend payment into the TIF Fund as described in Section 3 until such time that the requirements above are satisfied. The TCCD may also appoint and maintain as many different representatives as TCCD desire.

4.5 Specific Level of Performance.

TCCD can cease participation if the TIF is not able to close the three race tracks and secure an approved residential development plat by October 1, 2020.

5. TERM.

This Agreement shall take effect on the date as of which both parties have executed it and shall expire upon the earlier of (i) December 31, 2037 or an earlier termination date designated by ordinance subsequently adopted by the City Council of the City or, (ii) the date on which all project costs of the

Zone, including, but not limited to, tax increment bonds and interest on those bonds, have been paid or otherwise satisfied in full or, (iii) the date on which the Maximum TCCD Contribution is reached.

Nothing in this Agreement limits the authority of the Tarrant County College District to extend the term of the Agreement. Upon termination of the Agreement, the obligation of TCCD to contribute to the Tax Increment Fund for the Zone shall end; however, any refund obligations of the City or the Zone shall survive such termination.

6. TIF FUNDING ACCOUNTING.

Throughout the term of the Zone, no later than 90th day following the end of each fiscal year of the City, the City shall provide TCCD with an annual report on the Zone and an accounting of the funds deposited to and disbursed from the Tax Increment Fund, including accrued interest. After all project costs, obligations and/or bonded indebtedness of the Zone have been paid or at the time of the expiration of this Agreement, any funds remaining in the Tax Increment Fund following the final annual accounting by the City shall be paid to those taxing units participating in the Zone in proportion to each taxing unit's share of the total amount of Tax Increment deposited into the Tax Increment Fund.

Furthermore, if the projects to be undertaken pursuant to the Project Plan are not undertaken, are discontinued, or are terminated, all monies remaining in the Tax Increment Fund after satisfaction of lawful claims, shall be paid to the participating taxing entities in proportion to their respective share of the total amount of Tax Increment deposited into the Tax Increment Fund derived from taxable real property in the Zone that were deposited in the Tax Increment.

7. RESPONSIBILITY FOR ACTS.

The City and TCCD shall each be responsible for the sole negligent acts of their officers, agents, employees or separate contractors. In the event of joint and concurrent negligence of both the City and TCCD, responsibility, if any, shall be apportioned comparatively with the laws of the State of Texas, with the understanding that neither party waives any governmental powers or immunities or any other defenses available to each individually.

8. NOTICES.

All written notices called for or required by this Agreement shall be addressed to the following, or such other party or address as either party may subsequently designate in writing, by certified mail, postage prepaid, or by hand delivery:

City:

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

County:

Chancellor's Office
Tarrant County College District
1500 Houston Street
Fort Worth, TX 76102-6524

9. NO WAIVER.

The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

10. VENUE AND JURISDICTION.

If any action, whether real or asserted, at law or in equity, arises on the basis of any provision of this Agreement, venue for such action shall lie in state courts located in Tarrant County, Texas or the United States District for the Northern District of Texas. This Agreement shall be construed in accordance with the laws of the State of Texas.

11. NO THIRD PARTY RIGHTS.

The provisions and conditions of this Agreement are solely for the benefit of the City and TCCD and are not intended to create any rights, contractual or otherwise, to any other person or entity.

12. FORCE MAJEURE.

The parties shall exercise every reasonable effort to meet their respective obligations as set forth in this Agreement, but shall not be held liable for any delay in or omission of performance due to force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government law, ordinance or regulation, acts of God, acts of omission, fires, strikes, lockouts, national disasters, wars, riots, material or labor restrictions, transportation problems and/or any other cause beyond the reasonable control of either party.

13. INTERPRETATION.

In the event of any dispute over the meaning or application of any provision of this Agreement, this Agreement shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of this Agreement.

14. CAPTIONS.

Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

15. ENTIRETY OF AGREEMENT.

This Agreement, including any exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the City and TCCD as to the matters contained herein. Any Prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement. Notwithstanding anything to the contrary herein, this Agreement shall not be amended unless executed in writing by both parties and approved by the City Council of the City in an open meeting held in accordance with Chapter 551 of the Texas Government Code.

16. COUNTERPARTS.

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

Executed as of the later date below:

TARRANT COUNTY COLLEGE:

By: _____
Erma Johnson Hadley, Chancellor

Date: _____

Attest:

By: _____

APPROVED AS TO FORM:

By: _____
Attorney

CITY OF KENNEDALE, TEXAS

By: _____
John Clark, Mayor

Date: _____

ATTEST:

City Secretary

APPROVED AS TO FORM:

By: _____
CITY ATTORNEY

THE STATE OF TEXAS

TARRANT COUNTY, TEXAS

Acknowledgement

COUNTY OF TARRANT

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for and as the act and deed of TARRANT COUNTY COLLEGE, a political subdivision of the State of Texas and as the Chancellor thereof, and for the purposes and consideration therein expressed, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE ____ day of _____, 2013.

Notary Public in and for the State of Texas

My Commission Expires

Notary's Printed Name

THE STATE OF TEXAS

CITY OF KENNEDALE, TEXAS

Acknowledgement

COUNTY OF TARRANT

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for and as the act and deed of THE CITY OF KENNEDALE, a municipal corporation of Tarrant County, Texas, and as Mayor thereof, and for the purposes and consideration therein expressed, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE ____ day of _____, 2013.

Notary Public in and for the State of Texas

My Commission Expires

Notary's Printed Name

EXHIBIT “A”

Date: June 13, 2013

Agenda Item No: CONSENT ITEMS - E.

I. Subject:

Consider authorizing expenditure of Police Seizure Funds

II. Originated by:

III. Summary:

The police department is requesting approval of the expenditure of \$18,009.00 in seizure funds to cover the partial payment of upgraded P25 police radios purchased in 2012. Our total funds approved and expended for the radio upgrades were \$77,296.48. The amount requested is our portion of the 2013 payment on the radio purchase. Seizure funds may only be expended on law enforcement related equipment and uses.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:



Date: June 13, 2013

Agenda Item No: REGULAR ITEMS - A.

I. Subject:

CASE # PZ 13-02 to receive comments and consider action on a request by the Kennedale Economic Development Corporation to amend regulations governing signs in the Kennedale TownCenter Planned Development District adopted under Ordinance No. 434, for property located at 201 W Kennedale Pkwy, more particularly described as Block A, Kennedale Town Center Planned Development District.

II. Originated by:

III. Summary:

Case Number: PZ 13-02

Request: amend zoning district regulations for the TownCenter zoning district (PD) to permit larger (taller and wider) monument signs than currently permitted

Applicant: Kennedale Economic Development Corporation

Overview and Background:

New signs in TownCenter are regulated by the district's planned development district ordinance, adopted in 2009. Since the regulations were adopted, the developer for TownCenter, Cypress Properties, has had difficulty attracting new tenants. Some of this difficulty can be attributed to the recession and to Kennedale's small size and demographic profile, but according to Cypress Properties, signs also appear to play a role.

The developer has met with two commercial real estate brokers about listing TownCenter with their firms, and the brokers advised Cypress to install larger monument signs (referred to in the attached letter as "pylon signs"), as visibility would be an issue for businesses that would have no direct frontage on Kennedale Parkway--if the businesses have no direct roadway frontage, drivers passing by have no way to know they're there, unless the sign at the roadside makes drivers aware. In addition, the developer says that prospective tenants have also remarked on the need for larger signs (see attached letter from Cypress Properties).

TownCenter originally had a pole sign, but it was blown down during the tornado last year. The pole sign did not fit the image of the TownCenter development, and the EDC did not reinstall it, in order to install instead a more appropriate sign. Both Dollar General and Surplus Warehouse have reported decreased sales since the pole sign was destroyed and removed, and the EDC is in violation of its lease agreement with Dollar General since the pole sign was not replaced. Instead of replacing the pole sign, the EDC would prefer to replace the destroyed pole sign with a tall monument sign, and it would also like to add an additional large monument sign in the location of the current Chicken Express sign. These signs would be placed in the approximate locations of the smaller monuments signs originally planned for TownCenter.

The proposed signs are the same size used by the developer at his commercial property in Cedar Park, and they are shorter than the pole sign that was removed.

The Economic Development Corporation is also involved in recruiting businesses to TownCenter and has invested a good deal of its resources (both time and money) into the project. The EDC is concerned about the ability to lease and fully develop TownCenter with the sign regulations in place now. The EDC is therefore requesting to amend the zoning regulations to allow larger monument signs (see attached exhibit of sign illustration/design). The larger sign face would have more visibility from the roadway and also allows for more spaces or larger spaces for tenants.

The EDC's request and description of the issue is attached to this report. It states why the larger signs are requested and gives examples of other cities in the region that have changed their ordinances to allow such signs. The request also includes illustrations of other signs, including the former pole sign at TownCenter and the Wells Fargo pole sign (approximately 25'-30' high). Also included with the EDC's application are two articles; one cites information from the Small Business Administration and gives examples of sales increases due to larger signs, and the other (from the International Sign Association) describes how larger signs are needed depending on vehicle speed and number of traffic lanes in the roadway. Using the estimates from the ISA, the TownCenter sign would require nearly 130 square feet of sign face just for existing tenants to be seen in time by drivers traveling at 25-30 miles per hour. The speed limit on Kennedale Parkway at TownCenter is 40 miles per hour, so a larger sign would be needed, but the 145 square feet required by the EDC would be augmented by the requested additional sign height.

Staff Review.

Comprehensive Plan compliance.

TownCenter falls within the TownCenter land use district in the comprehensive plan. This area is to be the center for civic activity and is expected to grow into "a high intensity mixed-use area...", with a tight network of streets designed to encourage walking within the district and from nearby districts. Sample development types include government institutions, professional offices, specialized retail, and restaurants.

The three principles and supporting goals of the comprehensive plan do not directly address this request. On the other hand, we do have guidance from the goal descriptions, in that the plan specifically calls for supporting local businesses and promoting opportunities to shop in Kennedale.

Staff believes that a larger sign is compatible within a high intensity mixed-use district, especially considering the district's location on a major thoroughfare. In addition, staff believes the requested signs would not discourage the kind of environment desired for the district (accessible by car but also by pedestrians).

Compliance with other plans.

The Strategic Plan recommends the city work to attract businesses and help existing businesses expand. The requested change to the sign regulations is in line with this recommendation.

Other issues.

If taller, larger signs are vital for the success of TownCenter, they may also be necessary for other large, multi-tenant developments. Although TownCenter is the only development of this scale in Kennedale now, the Urban Villages to be developed in the future may be of a similar scale. The City will need to consider whether sign regulations governing those districts should also be permitted to have monument signs of a comparable size--or at least larger than what is now permitted.

In addition, signs along TxDOT roadways must be outside the right-of-way, and, depending on vehicle speed, additional distance from the right-of-way may be required. Exact sign location will be coordinated with TxDOT, so only approximate locations can be designated at this time.

Staff Recommendation.

The comprehensive plan calls for supporting local businesses and promoting opportunities to shop in Kennedale. This language does not mean that the city should grant all requests from businesses for changes to the zoning code; it does mean, though, that we should be realistic about the marketplace and the development constraints today and make sure our regulations are in keeping with the needs of business and customers, if we want our businesses to be successful.

The request is in compliance with the comprehensive land use plan and other planning documents. In addition, staff does not foresee any conflict between goals for this district and the request.

Based on information provided by the applicant and research done by staff, staff believes that larger signs than currently permitted in the zoning district are needed. While the city's sign regulations should not allow signs contrary to the public health, safety, and general welfare (which can include regulating the visual effect of signs), the regulations should not be so onerous that they prevent signs from serving their intended purpose--to notify passers-by of the businesses and services available to them at a particular location so that potential customers have an opportunity to stop and patronize those businesses. The monument signs now permitted will not allow sufficient time for drivers to read tenant signs before passing by TownCenter. The lack of large enough signs is having a negative effect on businesses in TownCenter, and this is an unintended consequence of the PD ordinance adopted in 2009.

Staff recommends approving the revised PD ordinance.

Planning & Zoning Commission Report and Recommendation.

The Planning & Zoning Commission held a public hearing and considered this item during its meeting on May 16th. The Commission voted 4-3 to recommend approval of the request.

IV. Notification:

V. Fiscal Impact Summary:

VI. Legal Impact:

Notice was published in the newspaper (*Fort Worth Star-Telegram*) as required by city code.

VII. Recommendation:

Approve

VIII. Alternative Actions:

IX. Attachments:

1.	PZ 13-02 application	PZ 13-02 EDC appl.pdf
2.	PZ 13-02 letter from Cypress Properties	PZ 13-02 Lttr from Cypress.pdf
3.	PZ 13-02 ordinance (draft)	PZ 13-02 Ordinance.docx
4.	PZ 13-02 sign illustration	PZ 13-02 sign rendering.pdf
5.	PZ 13-02 former pole sign	Pole Sign (former sign).pdf
6.	Wells Fargo sign (example)	Wells Fargo sign.pdf
7.	The Right Sign for Your Business	The Right Sign for Your Business.pdf
8.	Good Signage -- An SBA Perspective	Good Signage_ An SBA Perspective.pdf

**PETITION FOR
CHANGE OF ZONING CLASSIFICATION**

ZONING CASE # PZ 13-02
(assigned by city staff)

DATE: April 19, 2013

City Council
City of Kennedale
Kennedale, Texas 76060

HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL:

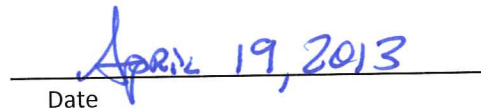
You are hereby respectfully requested to approve the following request for a change to the zoning code.

To change the zoning regulations governing signs for the TownCenter Planned Development District, which is shown on the attached map (Exhibit "A"), in order to permit an increase in height in monument signs from a maximum sign height of seven (7) feet with a maximum base height of two (2) feet, to a maximum sign height of fifteen (15) feet six (6) inches with a maximum base height of seven (7) feet six (6) inches, and an increase in sign face area from a maximum of 50 feet per side to a maximum of 145 feet per side.

Applicant's Name: Kennedale Economic Development Corporation
Address: 405 Municipal Drive
Kennedale, TX 76060
Telephone Number: 817-985-2102



Applicant Signature



Date

The original PD for the TownCenter contemplated two monument signs. The original sign on the property was removed in order to accelerate the movement to a monument sign. However, during the intervening time, the EDC has found that a monument sign will not work in the marketplace. Potential businesses and brokers are indicating that without a street facing business, the businesses require extra signage. This issue appears to be common in other communities in the metroplex. Fort Worth and North Richland Hills, for example, have both modified their signage requirement to permit larger signage for inward facing buildings. An example is the Hulen Crossing shopping area on Overton Ridge in Fort Worth (photo attached). In this case, the sign dimensions are 20 feet X 21 feet. The EDC is requesting two signs 23 feet X 11 feet. One sign will replace the old sign and one will replace the current Chicken Express sign and in both cases are intended to replace the previously approved monument signs.



April 23, 2013

Mr. Bob Hart
Kennedale Economic Development Corporation (KEDC)
405 Municipal Dr
Kennedale, Texas 76060

RE: Request To Amend Zoning To Allow Pylon Signage

Dear Mr. Hart:

This letter is to request that the KEDC formally seek to have the PD zoning amended to allow Pylon Signage.

As you are aware, we have had and continue to have challenges leasing space to new Tenants in TownCenter. This is due to numerous issues including but not limited to:

1. The "Plaza" style site plan is not common in the DFW market. Tenant visibility of the majority of the TownCenter is limited.
2. Tenant's are not used to no parking spaces being available between the front of the building and the street.
3. Tenant prospects and other Real Estate Brokers and Agents have strongly noted the need for Pylon signage vs the allowed monument signage.

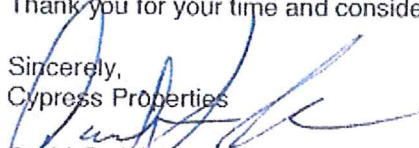
In an effort to try and break into the local market better we have interviewed several local Commercial Real Estate firms with the intent of listing TownCenter leasing responsibilities with them. Two of these companies are:

- The Woodmont Company
- The Westover Group

Each of the principals that we met with from these companies strongly suggested that we install pylon signs. They stressed that retailing remains a very hard business to survive in and anything that we as Landlords can do to try and help make them as success we need to do it!

Thank you for your time and consideration.

Sincerely,
Cypress Properties

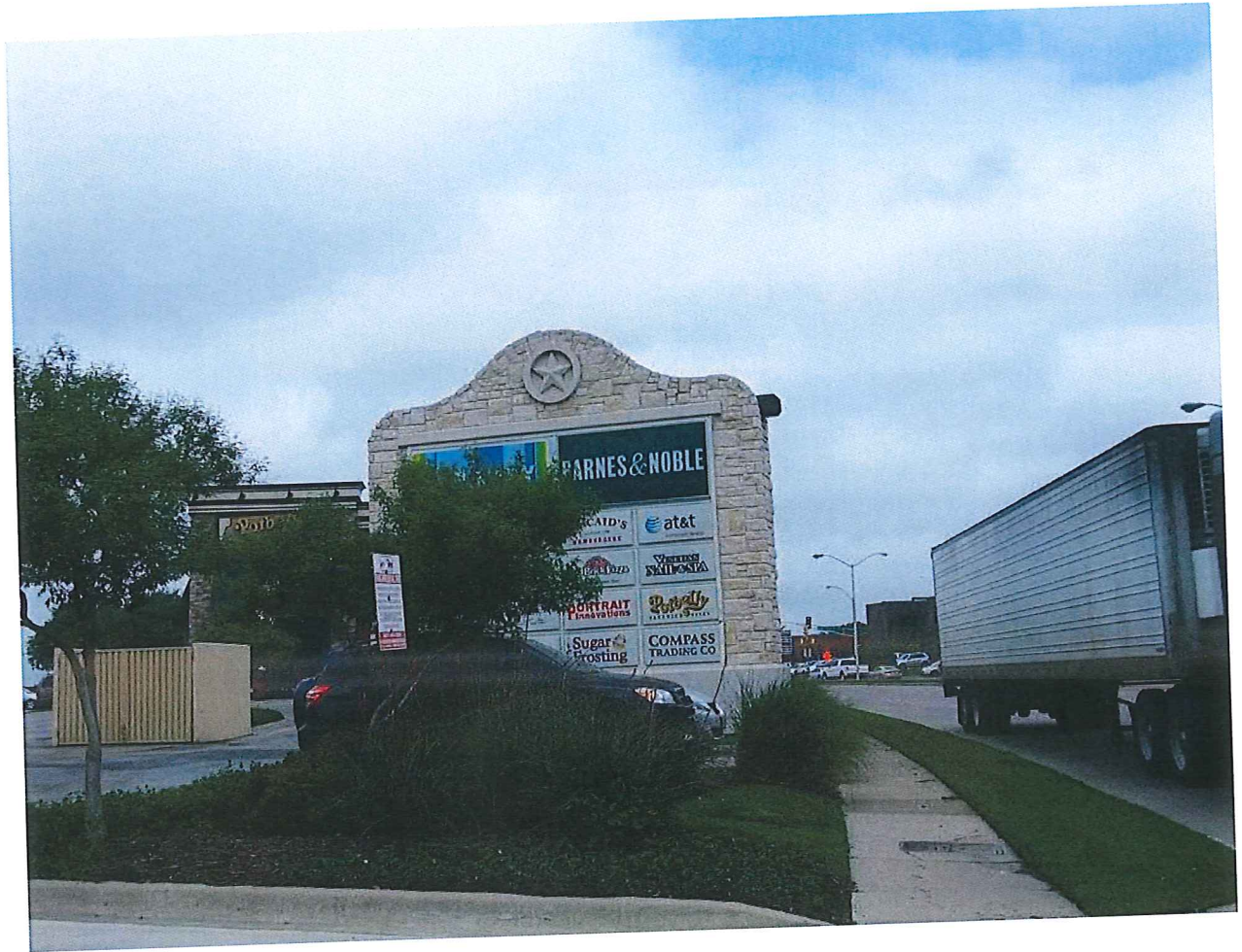

David G. Johnson
President/Broker

601 E. Whitestone Blvd.
Building 4, Suite 246
Cedar Park, Texas 78613
Office: (512) 528-9994
Fax: (512) 528-9995









AN ORDINANCE AMENDING CITY OF KENNEDALE ORDINANCE 434 BY AMENDING REGULATIONS GOVERNING SIGNS IN THE KENNEDALE TOWNCENTER PLANNED DEVELOPMENT DISTRICT; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, in order to promote the public health, safety and general welfare the City Council desires to adopt the proposed amendment to Ordinance 434 in order to amend the regulations governing signs within the TownCenter Planned Development District; and

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

WHEREAS, the Planning and Zoning Commission of the City of Kennedale, Texas held a public hearing on May 16, 2013, and the City Council of the City of Kennedale, Texas held a public hearing on June 13, 2013, with respect to the amendments described herein; and

Whereas, the City has complied with all requirements of Chapter 211 of the Local Government Code, Section 17-429 of the Zoning Ordinance, and all other laws dealing with notice, publication, and procedural requirements for the approval of amending the Schedule of Uses under Section 17-421 of the Kennedale City Code.

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

SECTION 1.

Section 3.12.a of Ordinance 434 the City of Kennedale, Texas is hereby amended as follows:

Section 3.

12. *Signs*

a. *Monument signs.* Monument signs, as defined in Section 17 - 502 of the City of Kennedale Code of Ordinances shall be allowed in the KTCPDD subject to the following requirements:

- i. *Height.* Monument signs may be placed atop a base of a maximum of seven (7) feet six (6) inches and a maximum width of eleven (11) feet. Sign face shall have a maximum height of fifteen (15) feet six (6) inches, excluding the base and the frame.
- ii. *Sign face area.* Sign face area shall not exceed a maximum of 145 square feet per side, excluding sign frame, with a maximum of two (2) sides.
- iii. *Illumination.* Monument signs, if illuminated, shall be internally illuminated. No exposed neon is permitted. Signs must be sited so as to minimize visibility in nearby residential areas.
- iv. *Address numbers.* Address numbers are required on business monument signs. Address numbers will not count toward the maximum sign face area. The address numbers can be placed in or encroach into the masonry perimeter.
- v. *Non-conforming signs.* Monument signs existing in place at the KTCPDD site at the time of approval of Ordinance 434 shall not be required to conform to the regulations established by said Ordinance.
- vi. *City-owned signs.* Monument signs owned by the City may also be located within the allowable space for electronic message boards or electronic message signs.

SECTION 2.

This Ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances of the City of Kennedale, Texas (1991), as amended, except when the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such code, in which event the conflicting provisions of such ordinances and such code are hereby repealed.

SECTION 3.

It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clause, or phrase of this Ordinance shall be declared

unconstitutional by the valid judgment or decree of any court of competent jurisdiction such unconstitutionality shall not affect any of the remaining sections, paragraphs, sentences, clause, and phrases of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional section, paragraph, sentence, clause, or phrase.

SECTION 4.

Any person, firm, or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this Ordinance shall be fined not more than Two Thousand Dollars (\$2,000.00). Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 5.

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

SECTION 6.

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

SECTION 7.

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

PASSED AND APPROVED ON THIS DAY OF [DATE].

MAYOR

DRAFT: subject to change pending review by city attorney and city council

ATTEST:

CITY SECRETARY

EFFECTIVE: _____

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

D/F TENANT SIGN:
253 SQ.FT. OVERALL

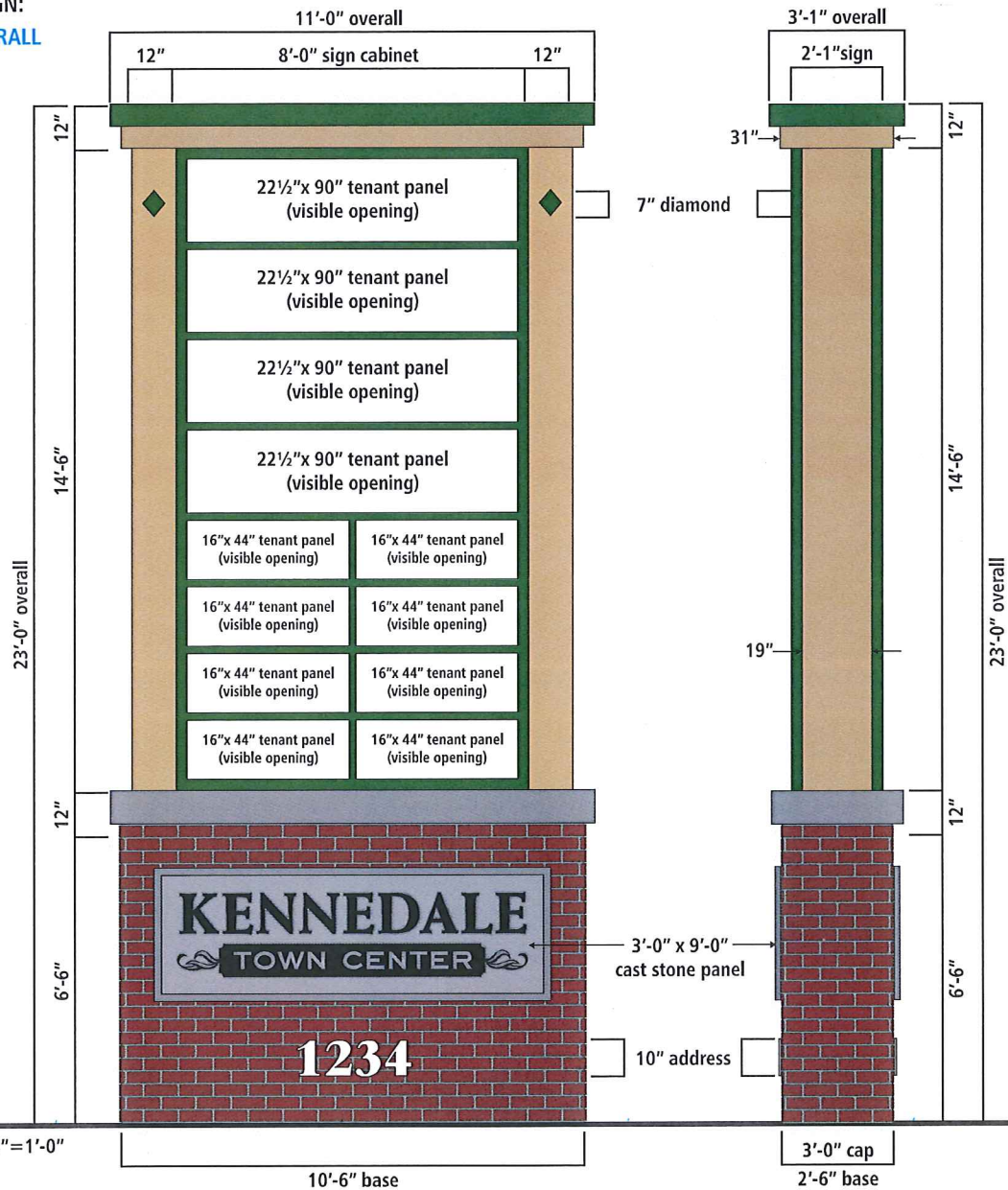


Photo Scale: 1/4"=1'-0"

MANUFACTURE AND INSTALL (1) D/F KENNEDALE TOWN CENTER MONUMENT SIGN TO ACCOMMODATE MULTIPLE TENANTS AS SHOWN.

- SIGN CABINET: ALUMINUM SIGN CABINET, TRIM AND DIVIDERS TO BE PAINTED TO MATCH (3M) HOLLY GREEN VINYL. TENANT FACES TO BE WHITE PLEXIGLASS (EXACT COPY TO BE DETERMINED). SIGN TO BE INTERNALLY ILLUMINATED WITH 800MA FLUORESCENT LAMPS.
- DECORATIVE COLUMNS AND REVEALS TO BE PAINTED BIEGE AND GREEN TO MATCH SHOPPING CENTER. DECORATIVE DIAMONDS TO BE ROUTED FROM NUDO ALUMINUM, PAINTED GREEN AND APPLIED TO EACH SIDE OF COLUMNS.
- BASE TO BE CONSTRUCTED OF BRICK TO MATCH THE BUILDING WITH A CAST STONE CAP.
- KENNEDALE TOWN CENTER TO BE SANDBLASTED INTO A CAST STONE SIGN BLANK, PAINTED BLACK AND INSET WITHIN BASE AS SHOWN.
- ADDRESS NUMBERS TO BE ROUTED FROM 1/2" NUDO ALUMINUM, PAINTED WHITE AND MOUNTED TO EACH SIDE OF BASE.

GLOBAL SIGNS
INCORPORATED

5105 E. CALIFORNIA PKWY. FT. WORTH, TX. 76119 (817) 834-1123 FAX: (817) 595-3885

LET US HELP BUILD YOUR IMAGE

Design #: 7313B-13 Date: 3-5-13

Design By: TIM DAVIS

File Name: KENNEDALE TOWN CENTER

Sales Rep. RICK ROBERTSON

Phone:

Rev.

Company: KENNEDALE TOWN CENTER

Address:

City: KENNEDALE

State: TEXAS

Zip:

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Taken at
6/25/13





The Right Sign for Your Business

Successful signage involves more than creating an attractive arrangement of logos and slogans. It is also a blending of complex elements such as marketing, demographics, an understanding of visual acuity, conspicuity, and obliquity. Complicating the task is the fact that the reader is usually moving, and the sign must be seen, read and understood in an instant.

No matter how good your product or service is, if your sign does not make people stop and shop, you will not be able to compete. In our highly competitive and media-rich world, an investment in professional sign design is worthwhile. Trained designers understand how to get the consumer's attention. Most importantly, they know how to get the consumer to respond.

Remember, every major chain that exists today started out as a small business. Your long-term success can be shaped by the effectiveness of your street presence if it is professionally designed from the very beginning.

The right sign for your business must send the right message to your potential customers.

Elements of Good Signage

How well a sign works for your business depends in large part on how easy it is for people driving by to see and read it. Following is a step-by-step guide for making sure your sign can be seen and read in time for potential customers to react and stop at your business.

Placement

Table 4 shows what researchers [1] learned about how far a car at different speeds will travel from the time a driver first sees the sign until the car safely comes to a stop. This assumes the sign is mounted perpendicular to the roadway and includes the amount of distance needed to read a typical sign and make a decision to stop.

If the sign is mounted on the front of the building parallel to the roadway, research shows it needs to be at least 70% larger than the sign mounted perpendicular to the roadway, or it cannot be read in time. Note that if a sign has unfamiliar words or lots of words, it will also take longer to read.

The figures in the table can help determine whether your prospective business site will be visible to customers. For example, if the speed of traffic in front of the site is 30 mph, and the street has two lanes in each direction so that a lane change is needed, your customers will need to be able to see and read your sign from 410 feet away.

If your customers would not be able to see your business sign from that distance, you should consider another location.

TABLE 4
Minimum Required Legibility Distances in Varying Situations

Speed (MPH)	With lane change (in feet)	Without lane change (in feet)
25-30	410	155
35-40	550	185
45-50	680	220
55-60	720	265
>65	720	280

The Right Size

Assuming the sign can be seen from the distance listed in Table 4, the next step is to figure out how large the letters on your sign need to be so that your message can be read.

Experts recommend designing signs with letters a minimum of one-inch tall for every twenty-five feet of distance. This makes them readable for all legal drivers. In our example, then, the smallest letters on a sign would be 16.4 inches in height if it were to be read from 410 feet away (assuming 30 mph traffic moving in two lanes in each direction). Note that if your sign is using fancy lettering that is more difficult to read, the minimum letter size must be increased significantly.

To figure out the smallest possible size your sign can be and still be readable, figure each letter in the message will take up one square. In our example, that would be 16.4 square inches, or 1.37 square feet, for each letter. That allows for space between lines and words. If the sign read, Lydia's Beauty Supply, its 18 letters would need a minimum of 25 square feet just for the words. For optimum clarity, an additional 40% of empty or white space would be needed, for a total of 35 square feet. That would be the absolute minimum size for a perpendicularly mounted sign with no graphics and very plain, easy to read lettering.

It served by a small, plain sign with no graphics. The lettering style, the ability of graphics and logos to be words on the sign are familiar and easy to read, the lighting methods used, and even the colors used all impact

Height

Now that you know where your sign will be placed and how large it needs to be the next question is how tall the sign needs to be. The further away the sign will be read, and the further it is from the road, the taller the sign must be to be visible from a car. Freeway signs intended to be read from great distances should be very tall; signs located in a business district with 30 mph traffic only need to be tall enough that parked and moving vehicles will not block them from view.

Although the length and content of a sign's message generally dictates the overall sign dimensions, Table 5 sets out generally accepted sign height guidelines. They assume that the sign is mounted perpendicular to the roadway, that the size of the letters meets the minimum size standards listed in Table 4, and that the sign is mounted within 5-10 feet of the nearest edge of the public right-of-way. Note that although the table lists heights measured to the top of the sign face, the height from the ground to the bottom of the face should always measure a minimum of 7 feet so the sign is not blocked from view by passing or parked vehicles.

Illumination

Lighting is essential for most signage. It allows your sign to be visible and readable day and night, in all kinds of weather. When a sign is illuminated, drivers can read it more quickly. Another benefit of an illuminated sign is that 24-hours a day it is advertising your business. Even when your business is closed, that constant reminder helps build memory of your business.

Signs are generally illuminated by one or a combination of three basic methods: by lamps mounted outside it and oriented to shine on the sign's face, by internal illumination that shines through the sign's face, or by illuminated elements such as exposed bulbs, LEDs, or neon-style tubing. A wide variety of illumination methods are available, and rapidly developing technology is creating a virtually unlimited variety of possibilities, many of which are very economical to install and maintain, as well as being energy-efficient.

When you select the color scheme for your business, you should consider your sign's illumination options at the same time, because the illumination you choose can have an effect on the sign's appearance. Some businesses want their sign's colors to match their print and other media advertising exactly. Some forms of illumination are much better than others at accurately displaying color. If accurate portrayal of your business's colors is important, you should choose an illumination source with a high Color Rendering Index (CRI) rating.

A properly lighted sign should be bright enough that it can compete with other signs in the area without being annoying. Many cities are beginning to impose limits on brightness, so before designing a sign you should check to see what those limits might be to determine whether your sign will be visible at night.

[1] Richard N. Schwab entitled *Safety and Human Factors: Design Considerations for On-Premise Commercial Signs*, cosponsored and published by The Signage Foundation for Communication Excellence Inc. and the International Sign Association (1998).

International Sign Association

1001 N. Fairfax St., STE. 301, Alexandria, VA 22314

Phone: (703) 836-4012

FAX: (703) 836-8353

info@signs.org

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Table 5

Speed Limit	Number of Traffic Lanes	Sign Height (to top of sign face)
25 mph	2	12 feet
25 mph	4	12 feet
35 mph	2	20 feet
35 mph	4	20 feet
45 mph	2	35 feet
45 mph	4	35 feet
55 mph	2	50 feet
55 mph	4	50 feet
Urban Freeway	N/A	75 feet



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This column is authored by SignWorks Signage Company. Located in the East Bay Area (San Leandro, Oakland, Berkeley, CA) SignWorks writes about commercial, property, tradeshow, backlit and neon signs, vehicle graphics, wraps and more.

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Friday, May 31, 2013



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Good Signage: An SBA Perspective

December 30, 2010

According to the U.S. Small Business Administration many businesses fail because of inadequate or inappropriate signs. To develop a good sign key marketing decisions will need to be made that include developing the message and branding. Many things will need to be taken into consideration, including the look, colors, types of signs, their sizes, quantities and their placement for maximum impact. In fact, signage will be a critical component of your business decision making. The choices as far as sign types are many and include channel letters, illuminated sign cabinets, neon or LED signs, monuments, pylon or marquis signs, pole signs, as well as custom outdoor signs in front of your place of business. Interestingly, and according to the SBA, 85% of a business's sales revenue comes from within a 5 mile radius which demonstrates just how important well placed signage really is. Advertising is critical to the success of your business. You must advertise to potential customers who for the most part live, work and frequent your area. Advertising, or the cost of the signage itself, should not be viewed as an expense but rather a very necessary part of doing business.



Obviously, MacDonald's knows a thing or two about signage. After changing a monument sign in front of their store to a pylon sign business at that store increased 15%. Another chain in Texas was unhappy with sales volume, after they moved their new pylon sign and made it 40% bigger sales volume increased 23% the very next day! Month over month sales volume increased for 5 years in a row.

According to the SBA LED message center signage increases store volume by 15-150%. The right type of sign will help a business to thrive by bringing added visibility and awareness which translates to higher sales volume. SignWorks can help you to make high visibility signage decisions. Call us today at (510) 357-2000.

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Written by C. Cheryl Archer · Filed Under [Commercial](#)

Comments

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This column is authored by...



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East Bay Area

● **Cheryl Archer**

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Date: June 13, 2013

Agenda Item No: REGULAR ITEMS - B.

I. Subject:

Consider a recommendation from the Parks and Recreation Advisory Board regarding an increase in pavilion rental rates.

II. Originated by:

III. Summary:

The Parks and Recreation Board is recommending the City Council raise the pavilion rental rates to be more consistent with the surrounding areas rental rates. The increase will also help to offset some of the services that are offered as part of the rental packages, including free electrical, free lighting, continuous use of the splash pad, a gated pavilion in Sonora Park, as well as the overall maintenance and services of the parks.

After a lengthy discussion at the June 5th meeting, the Parks and Recreation Board is proposing the attached rate changes for the Sonora and TownCenter Park Pavilions. When discussing the change in rates, the Park Boards main priority was making sure that the rate for Kennedale residents would cover a much smaller portion of the cost of services while a non-resident bears a more substantial portion. It is the belief of the Parks and Recreation Board that the attached numbers represent that.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

1.	Pavilion Rental Rates	Sonora and TownCenter Park Rental Rates as of 06062013.pdf
----	-----------------------	--

Sonora and TownCenter Park Rental Rates (as of today)

*Residents include anyone living within the boundaries of the Kennedale Independent School District

** A Full Day is described as a maximum of 6 am to 10:00 pm

Hours	Rental Rates	
	<i>Residents*</i>	<i>Non-Residents</i>
2 hours	\$35.00	\$75.00
4 hours	\$65.00	\$115.00
6 hours	\$90.00	\$130.00
Full Day**	\$115.00	\$155.00
A \$50.00 refundable deposit is required for all reservations		

Sonora and TownCenter Park Recommended Rental Rates (\$25 increase to all residents and double the residents rate for all non-residents)

Hours	Rental Rates	
	<i>Residents*</i>	<i>Non-Residents</i>
2 hours	\$60.00	\$120.00
4 hours	\$90.00	\$180.00
6 hours	\$115.00	\$230.00
Full Day**	\$140.00	\$280.00
A \$50.00 refundable deposit is required for all reservations		

Date: June 13, 2013

Agenda Item No: REGULAR ITEMS - C.

I. Subject:

Consider appointing Elias Noorzad, Nadyeh Patel, Ashley Luu, Hailey Green, Morgan Biscoe, and Emily Beck as members of the 2013-2014 Youth Advisory Council.

II. Originated by:

Amethyst G. Cirimo, City Secretary and Communications Coordinator

III. Summary:

Please consider appointing these individuals to the 2013-2014 YAC.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

Date: June 13, 2013

Agenda Item No: REGULAR ITEMS - D.

I. Subject:

Consider approval of special council meeting dates for FY2013/2014 budget and tax hearings.

II. Originated by:

Sakura Moten-Dedrick, Director of Finance & IT

III. Summary:

The Property Tax Code (tax) and Local Government Code (budget) provides for specific legal requirements in which a taxing unit must comply in order to adopt both their tax rate and budget. In an effort to comply with the aforementioned codes, the City has set the budget/tax schedules as outlined below:

05/21/13 Special Session

Discuss Strategic Planning and Balanced Card Implementation

08/08/13 Regular Session

Submit Certified Appraisal Roll & Tax Calculations

08/09/13 Special Session

Publish Notice of Effective Tax Rate

Budget Workshop

Vote to Place Proposal On Future Agenda (Will Only Occur If Two Public Hearings Are Needed)

08/23/13

Publish Notice of Public Hearing On Budget

Publish 1st Public Hearing on Tax Increase (Will Only Occur If Two Public Hearings Are Needed)

08/30/13

Publish 2nd Notice Of Public Hearing On Tax Increase (Will Only Occur If Two Public Hearings Are Needed)

09/12/13 Regular Session

Conduct Public Hearing On Budget

Conduct 1st Public Hearing On Tax Increase (Will Only Occur If Two Public Hearings Are Needed)

09/19/13 Special Session

Adopt Budget, Adopt Tax Rate, Ratify Tax Increase Reflected In Budget (Will Only Occur If "No" Public Hearings Are Needed)

Conduct 2nd Public Hearing On Tax Increase (Will Only Occur If Two Public Hearings Are Needed)

09/20/13

Publish Notice Of Tax Revenue Increase (Will Only Occur If Two Public Hearings Are Needed)

09/26/13 Special Session

Adopt Budget, Adopt Tax Rate, Ratify Tax Increase Reflected In Budget (Will Only Occur If Two Public Hearings Are Needed)

09/30/13

Last Day To Adopt Budget

10/22/13

Approve MMD Tax Assessment & Levy

Note: Bold items are directly related to City Council action.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

Approve

VII. Alternative Actions:

VIII. Attachments:

Date: June 13, 2013

Agenda Item No: EXECUTIVE SESSION - A.

I. Subject:

The City Council will meet in closed session pursuant to Section 551.071 of the Texas Government Code for 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 and legal issues regarding proposed development agreement and nondisclosure agreement.

II. Originated by:

Bob Hart, City Manager

III. Summary:

At this time the city council will meet in executive session.

IV. Fiscal Impact Summary:

V. Legal Impact:

VI. Recommendation:

None

VII. Alternative Actions:

VIII. Attachments: