KENNEDALE CITY COUNCIL AGENDA

REGULAR MEETING | APRIL 15, 2025 AT 5:30 PM
CITY COUNCIL CHAMBERS | 405 MUNICIPAL DRIVE, KENNEDALE, TEXAS 76060

I. CALL TO ORDER

A. ROLL CALL

B. INVOCATION AND PLEDGES OF ALLEGIANCE TO THE U.S. AND TEXAS FLAGS
"Honor the Texas Flag; I Pledge Allegiance to Thee, Texas, One State under God; One and Indivisible."

II. PUBLIC COMMENT

The Kennedale City Council welcomes comments from the public. Those wishing to speak must sign in prior to the start of the meeting. Speakers may speak on any topic, whether on the agenda or not. The Kennedale City Council cannot act upon, discuss issues raised or make any decisions at this time. Speakers under citizens' comments shall observe a three-minute time limit. Inquiries regarding matters not listed on this agenda may be referred to staff for research and/or possible future action by the board.

III. PRESENTATIONS

A. Recognition of the Kennedale Wildcat's State Championship Men's Basketball Team.

B. Recognition of the Keep Texas Beautiful 2025 Gold Star presented to Keep Kennedale Beautiful.

C. Proclamation Declaring April 2025 as Child Abuse Prevention Month in the City of Kennedale.

D. Proclamation Declaring May 2025 as Building Safety Month in the City of Kennedale.

E. 2024 City of Kennedale Public Works Annual Report.

F. 2024 City of Kennedale Economic Development Corporation Annual Report.

IV. REGULAR SESSION

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

1. Updates from the City of Kennedale Mayor and City Council.
2. Updates from the City of Kennedale City Manager.

a. Basin B Interceptor Sewer Line

b. Hillside Sewer Line

c. Ground Storage Water Tank.

3. Financial Reports for the City and/or the EDC.

a. Quarterly Investment Reports.

B. CONSENT AGENDA

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

1. March 18, 2025 City Council Minutes.

2. Interlocal Agreement for Administrative Costs Funding for Section 5310 between the Fort Worth Transportation Authority and the City of Kennedale.

3. Amended Minutes of the March 7th and March 8th Special City Council Meeting.

C. ITEMS FOR INDIVIDUAL CONSIDERATION, DISCUSSION AND/OR ACTION

1. Discuss and take action on the approval of the independent auditor's Annual Comprehensive Financial Report (ACFR) for the Fiscal Year ended September 30, 2024" by Forvis Mazars LLP. - Action Item

2. Discuss and take action on a Proposed Budget Amendment. - Action Item

3. Discuss and take action to amend policies on Donations and Eligibility of Public Funds. - Action Item

4. Discuss and take action on a 380-Agreement with MM Hospitality, LLC. - Action Item

V. EXECUTIVE SESSION

IN ACCORDANCE WITH CHAPTER 551 OF THE TEXAS GOVERNMENT CODE. If, during the course of the meeting and discussion of any items covered by this notice, the Kennedale City Council determines that a Closed or Executive session of the Board is required, then such closed meeting will be held as authorized by Texas Government Code, Chapter 551, Section 551.071 consultation with counsel on legal matters; Section 551.074 personnel matters (1) to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or (2) to hear a complaint or charge against an officer or employee. (b) Subsection (a) does not apply if the officer or employee who is the subject of the deliberation or hearing requests a public hearing. Section 551.072 - deliberation regarding purchase, exchange, lease or value of real property; Section 551.073 - deliberation regarding a prospective gift; Section 551.087 - deliberation regarding economic development negotiation; Section 551.089 - deliberation regarding security devices or security audits, and/or other matters as authorized under the Texas Government Code. If a Closed or Executive Session is held in accordance with the Texas Government Code as set out above, the Kennedale City Council will reconvene in Open Session in order to take action, if necessary, on the items addressed during Executive Session.

A. PURSUANT TO SECTION 551.074 - Personnel Matters, certain deliberations about officers and employees of the governmental body to be held in executive session.

1. Planning and Zoning Commission Un-Expired Term Vacancy.

VI. RECONVENE INTO OPEN SESSION, AND TAKE ANY ACTION NECESSARY PURSUANT TO EXECUTIVE SESSION

VII. ADJOURNMENT

BOBBIE JO TAYLOR,
CITY SECRETARY

CERTIFICATION: I DO HEREBY CERTIFY THAT THE APRIL 15, 2025 KENNEDALE CITY COUNCIL AGENDA WAS POSTED INSIDE THE MAIN ENTRANCE OF CITY HALL (405 MUNICIPAL DRIVE), IN A PLACE CONVENIENT AND READILY ACCESSIBLE TO THE GENERAL PUBLIC AT ALL TIMES; AND THAT SAID AGENDA WAS POSTED AT LEAST SEVENTY-TWO (72) HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING, IN ACCORDANCE WITH CHAPTER 551 OF THE TEXAS GOVERNMENT CODE.

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA), THE CITY OF KENNEDALE WILL PROVIDE FOR REASONABLE ACCOMMODATIONS FOR PERSONS ATTENDING MEETINGS. THIS FACILITY IS WHEELCHAIR ACCESSIBLE AND ACCESSIBLE PARKING SPACES ARE AVAILABLE. REQUESTS FOR SIGN INTERPRETER SERVICES MUST BE MADE FORTY-EIGHT (48) HOURS PRIOR TO THE MEETING BY CALLING 817-985-2104 OR (TTY) 1-800-735-2989.

A QUORUM OF THE KENNEDALE EDC, THE KENNEDALE PLANNING AND ZONING COMMISSION, BOARD OF ADJUSTMENT, KEEP KENNEDALE BEAUTIFUL COMMISSION, PARKS AND RECREATION BOARD, BUILDING BOARD OF APPEALS, TOWNCENTER DEVELOPMENT DISTRICT, OR TAX INCREMENT REINVESTMENT DISTRICT MAY BE PRESENT. NO ACTION WILL BE TAKEN BY THE ABOVE-LISTED BOARDS.

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: APRIL 15, 2025

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

SUBJECT
Recognition of the Kennedale Wildcat's State Championship Men's Basketball Team.

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: APRIL 15, 2025

AGENDA ITEM NUMBER: REPORTS AND ANNOUNCEMENTS ITEM III.B.

SUBJECT
Recognition of the Keep Texas Beautiful 2025 Gold Star presented to Keep Kennedale Beautiful.

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: APRIL 15, 2025

AGENDA ITEM NUMBER: REPORTS AND ANNOUNCEMENTS ITEM III.C.

SUBJECT
Proclamation Declaring April 2025 as Child Abuse Prevention Month in the City of Kennedale.

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

1.	Child Abuse Prevention Month 2025	Child Abuse Prevention Month 2025.doc

Proclamation

WHEREAS, children are our future and our greatest resource; and

WHEREAS, every child deserves a nurturing family and safe environment to grow into a healthy, productive member of the community; and

WHEREAS, child abuse is one of our nation's most serious public health problems and threatens the safety of our community; and

WHEREAS, in Tarrant County, 4, 719 children were confirmed as victims of child abuse or neglect in 2024; and

WHEREAS, Alliance For Children provided trauma-informed services to 3,025 children in 2024;

WHEREAS, finding solutions to prevent child abuse is a community responsibility and depends on the involvement of all citizens; and

WHEREAS, effective child abuse prevention, investigation and treatment programs succeed because of partnerships among public and private agencies, schools, religious organizations, medical services, and the business community.

NOW, THEREFORE, I, Brad Horton, Mayor of the City of Kennedale, Texas, on behalf of the Kennedale City Council, City Staff, and Citizens do hereby proclaim the month of April 2025 as Child Abuse Prevention Month.

Child Abuse Prevention Month

in the City of Kennedale, Texas and urge all citizens to work together to help reduce child abuse and neglect significantly in the years to come

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Kennedale to be affixed this 15th of April, 2025.

Brad Horton, Mayor

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: APRIL 15, 2025

AGENDA ITEM NUMBER: REPORTS AND ANNOUNCEMENTS ITEM III.D.

SUBJECT
Proclamation Declaring May 2025 as Building Safety Month in the City of Kennedale.

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

1.	Building Safety Month 2025	Building Safety Month 2025.doc

City of
KENNEDALE
Texas
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Proclamation

WHEREAS, our (City, Town, County, State) is committed to recognizing that our growth and strength depends on the safety and essential role our homes, buildings and infrastructure play, both in everyday life and when disasters strike, and;

WHEREAS, our confidence in the resilience of these buildings that make up our community is achieved through the devotion of vigilant guardians—building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers, plumbers and others in the construction industry—who work year-round to ensure the safe construction of buildings, and;

WHEREAS, these guardians are dedicated members of the International Code Council, a nonprofit that brings together local, state, territorial, tribal and federal officials who are experts in the built environment to create and implement the highest-quality codes and standards to protect us in the buildings where we live, learn, work and play, and;

WHEREAS, these modern building codes and standards include safeguards to protect the public from hazards such as hurricanes, snowstorms, tornadoes, wildland fires, floods and earthquakes, and;

WHEREAS, Building Safety Month is sponsored by the International Code Council to remind the public about the critical role of our communities' largely unknown protectors of public safety—our code officials—who assure us of safe, sustainable and affordable buildings that are essential to our prosperity, and;

WHEREAS, "Game On!," the theme for Building Safety Month 2025, encourages us all to get involved and raise awareness about building safety on a personal, local and global scale, and;

WHEREAS, each year, in observance of Building Safety Month, people all over the world are asked to consider the commitment to improve building safety, resilience and economic investment at home and in the community, and to acknowledge the essential service provided to all of us by local, state, tribal, territorial, and federal building safety and fire prevention departments, in protecting lives and property.

NOW, THEREFORE, I, Brad Horton, Mayor of the City of Kennedale, Texas, on behalf of the Kennedale City Council, City Staff, and Citizens do hereby proclaim the month of May 2025 as

Building Safety Month

in the City of Kennedale, Texas Accordingly, I encourage our citizens to join us as we participate in Building Safety Month Activities.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Kennedale to be affixed this 15th of April, 2025.

Brad Horton, Mayor

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: APRIL 15, 2025

AGENDA ITEM NUMBER: REPORTS AND ANNOUNCEMENTS ITEM III.E.

SUBJECT
2024 City of Kennedale Public Works Annual Report.

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

1.	2024 _ Public Works Activity Highlights (002)	2024 _ Public Works Activity Highlights (002).pdf

City of KENNEDALE Texas
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Public Works Activity Highlights for 2024

The purpose of the PWs Dept. is to preserve and enhance public safety and the quality of life for our citizenry by providing exceptional public services through planning, engineering, operating, and maintaining public infrastructure.

Streets & Bridges

- Collett Sublett Rd. Improvements:
- Swiney Hiett – 1364 Collett Sublett Rd.
- Upgraded ~ 1,365 LF of 6” AC waterline –12” PVC; ~ 1,312 LF of 6” SS to 8” PVC; 774 LF of 24” RCP SW, and 4,931SY of 6” conc. Pvmt. at $2,245,195.50

Before

After

Streets & Bridges

- Concrete Panel Replacement:
- 200 Blk. Arthur
- 1200 Blk. Cross creek Dr.
- N. Little School Rd.
- Pennsylvania Ave.
- $41,079.00

Arthur Dr. Before

Arthur Dr. After

Cross Creek Before

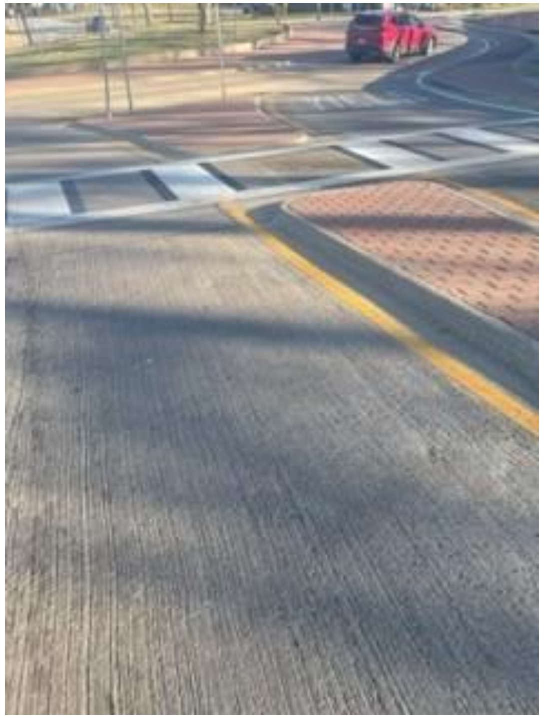
Cross Creek After

Streets & Bridges

- Concrete Panel Level-Up:
- Foam Injection @ Pennsylvania Ave.
- $2,910.00

Streets & Bridges

- Pavement Markings:
- Pennsylvania Ave.
- N. Little School Rd.
- Dick Price Rd./Bowman Springs Rd.
- Kennedale Sublet Rd., and
- Roundabouts
- for $143,769.00



Streets & Bridges

- Valley Ln. and Averett Rd. Bridge Improvements:
- $ 485,150.00

Valley Lane

Averett Rd.

Streets & Bridges

Eden Rd.
$5,500

Before

After

Streets & Bridges

- Repaired/Replaced 21 street signs
- Repairing potholes
- Street Sweeping
- Headwall Facelift
- Installed 7 new all-way stop signs

Stormwater

Oak Forest Ct.
Dick Price Rd.
Main St.
Danny Dr.
$26,998.00

Main St. After

Oak Forest Channel Before / After

Dick Price Rd. Before / After

City of KENNEDALE Texas EST. 1887 YOU'RE HERE YOUR HOME

Utilities

- TXRaceway, $226,600.00
- SCADA Upgrade, $356,335.00
- Shady Ln. - Cut & Plug 2” main reroute 5 services to 12” main -$19,825.00

TXRaceway Before/After

Utilities

- SSO Repair - 400 N. Little School Rd.

  $91,640.00

Parks – Sonora Park

$307,422.39

After

Before

Parks – Town Center Park

$27,561.42

Before

After

Parks – Rogers Farm

Basketball Court Facelift

Landscaping

City of KENNEDALE Texas
EST. 1887
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Regulatory Compliance

- TCEQ - LCRRI at $76,093.00
- TCEQ - MS4 Permit Renewal Application & 5 Annual Reports at $86,000
- NTGCD - Grandfathered use Permit at $29,000.00
- TWDB – Water Use Survey
- TCEQ – Consumer Confidence Report
- TCEQ – Comprehensive Compliance Investigation, every 3yrs.
- FRA – Quiet Zone at $3,048.00

City of KENNEDALE Texas EST. 1887
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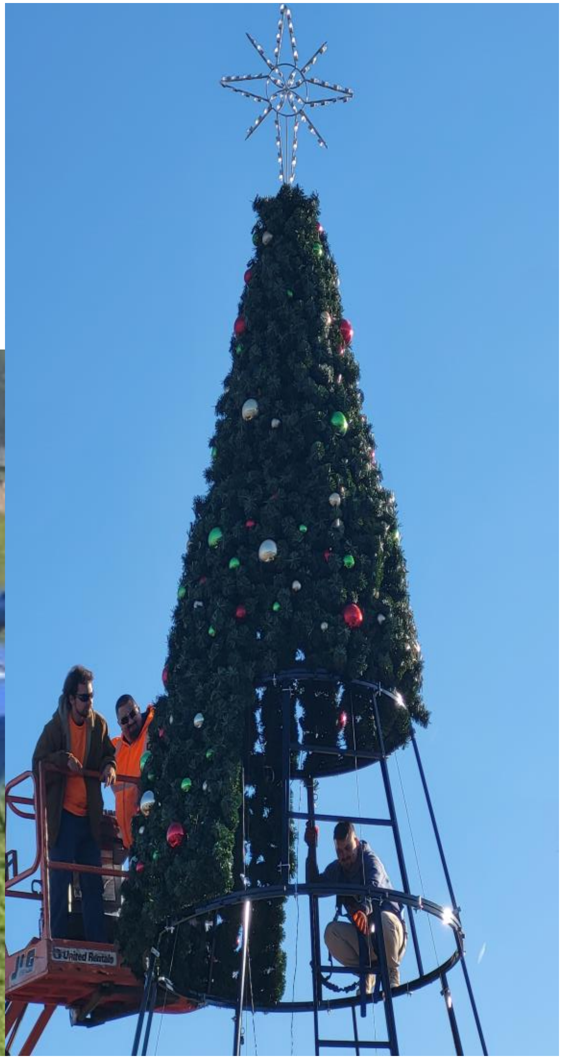
City/Community Sponsored Events

- KidsFish
- Hometown XMas
- Bring It – Household Hazardous Waste Collection
- TX Trash Off
- Touch –a-Truck
- Juneteenth Parade
- Kennedale Town Center Car Show
- Trunk –a-Treat
- Kennedale BBQ Cook Off



City of KENNEDALE Texas
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Miscellaneous – Downed Trees Clean-Up

New Hope Rd.

Oak Ridge Trl. Creek

Kennedale Parkway

Miscellaneous – Story Walk and Eden Rd. vacant lot clean-up ($8,795.00)

4310 Eden Rd.

Miscellaneous – Homeless Camp Clean-Up ($3,700.00)

Facilities Management

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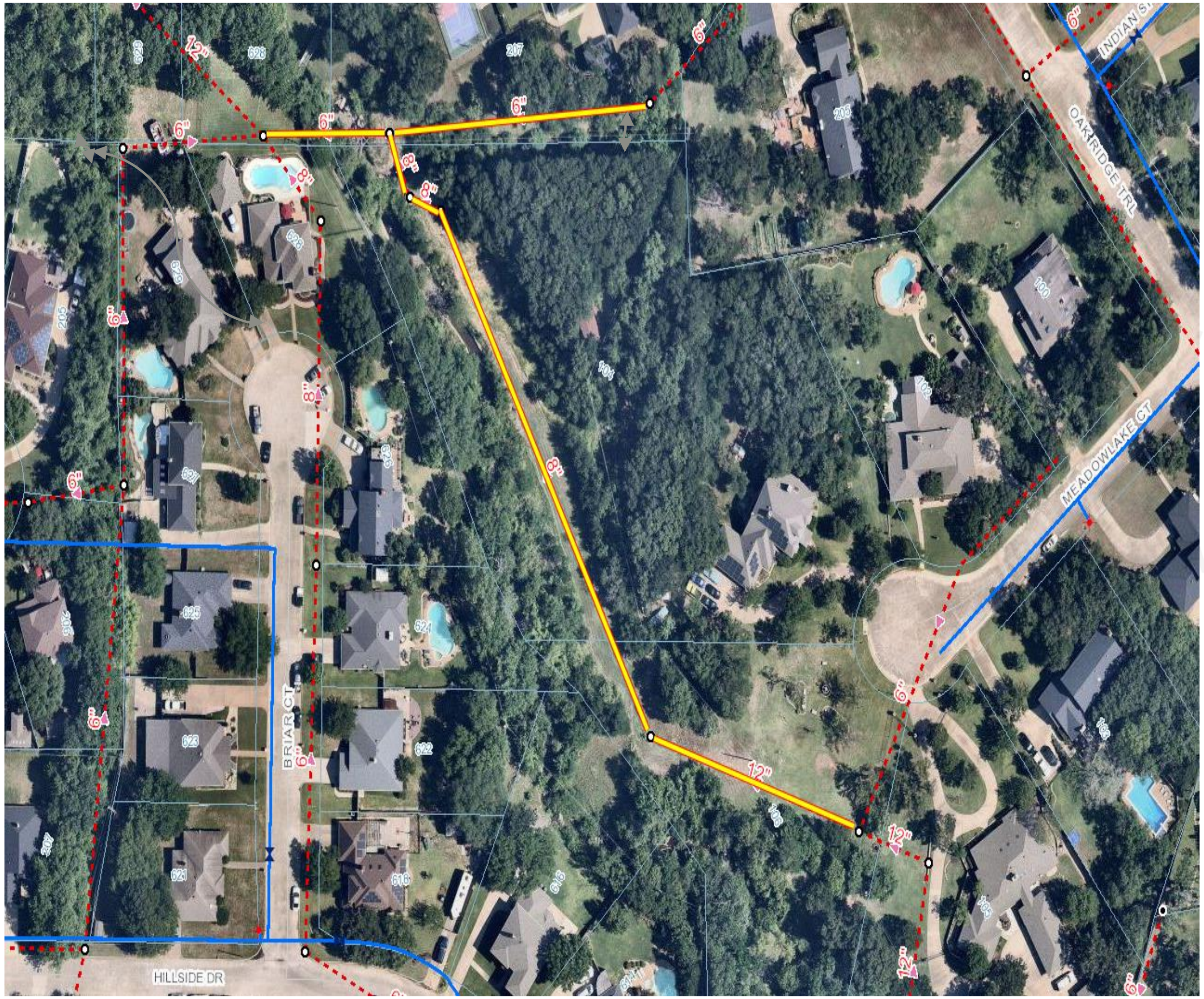
Repainting the handrails both entrances at city hall
- Helped install Christmas plug outlets for Christmas lights on roof of city hall
- Fixed many irrigation leaks at Towns center and rogers farm
- Replaced locks at senora restrooms from people kicking in door
- Paint Community Center
- Paint Senior Center
- Paint Police hallway from locker room to joining hallway
- Fix Hose bib at Police (re-mortar bricks)
- Replace City hall employee men's restroom sink, Removed old and set into counter top.
- Sublet creek removing trees that were falling
-Install walking path for butterfly garden
- Plant miniature bushes along parking lot side around city hall
- Install courtroom Kennedale wooden sign. Nailed and stained trim
- Chamber of commerce building(YMCA)- installed exit sign, Fixed few plugs throughout building, removed lines that were cut on porch

Upcoming Improvements

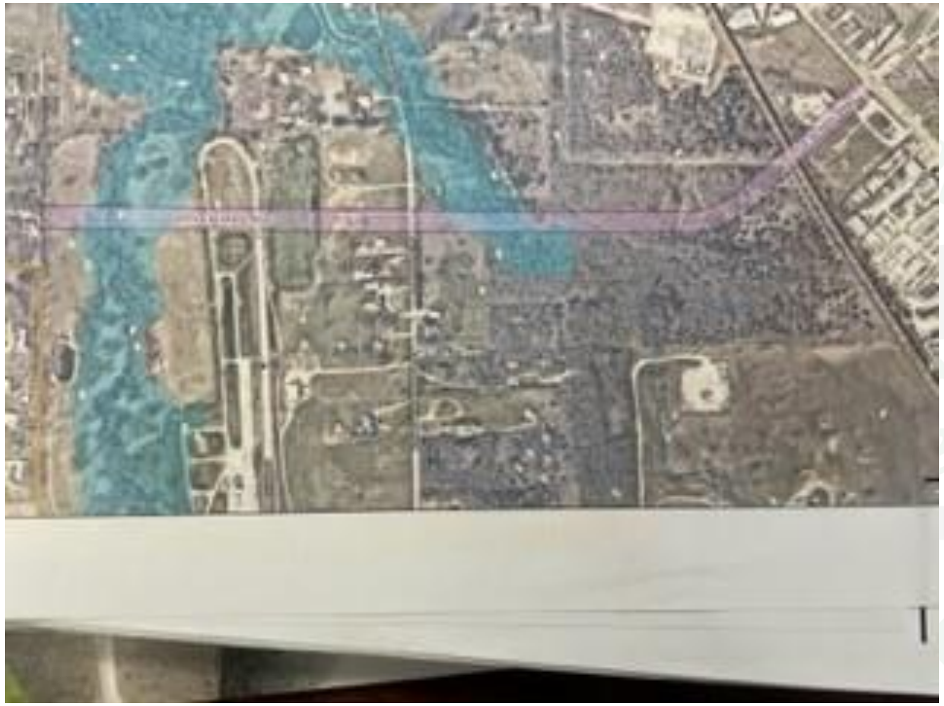
- N Little School Rd. Ext. Project, a joint venture ILA with Tarrant County; est. @$38.3M, County participation is $6,531,250
- Valley Ln. interceptor project, from Texas Raceway to I-820 for approximately 10,000 LF of 15” – 24” PVC sanitary sewer at approximately $13M.
- New Hope Rd.: Repaving ILA with Precinct 2, from 414 New Hope Rd. to Hudson Village Creek
- Swiney Hiett Rd.: Repaving ILA with Precinct 2, from Collett Sublett Rd. to Joplin Rd.
- Eden Rd.: Repaving ILA with precinct 2, from Kennedale Parkway to Hudson Village Creek
- Valley Ln. Stabilization Project at an estimated cost of
- T4 GST at $1.6M
- North Rd. waterline improvement: approx. 1,250LF of 6” AC to 8”PVC; 2024 CDBG, Tarrant County share $170,000.00, City’s share $156,645.75
- Hillside SS Improvements; est. @ $1M
- Elevated Storage Tank Rehab.; est. @$1M

Upcoming Improvements- Wastewater Collection System



Hillside Addition

Upcoming Improvements



City of KENNEDALE Texas EST. 1887
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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: APRIL 15, 2025

AGENDA ITEM NUMBER: REPORTS AND ANNOUNCEMENTS ITEM III.F.

SUBJECT
2024 City of Kennedale Economic Development Corporation Annual Report.

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

1.	Kennedale Economic Development Update 2025 (1)	Kennedale Economic Development Update 2025 (1).pdf

CITY OF KENNEDALE

2024

NEW DEVELOPMENT

APRIL 2025

Kid Fish/Bark in the Park

We've seen a 10-fold increase in kid fisherman and now see 3,000+ people at this event

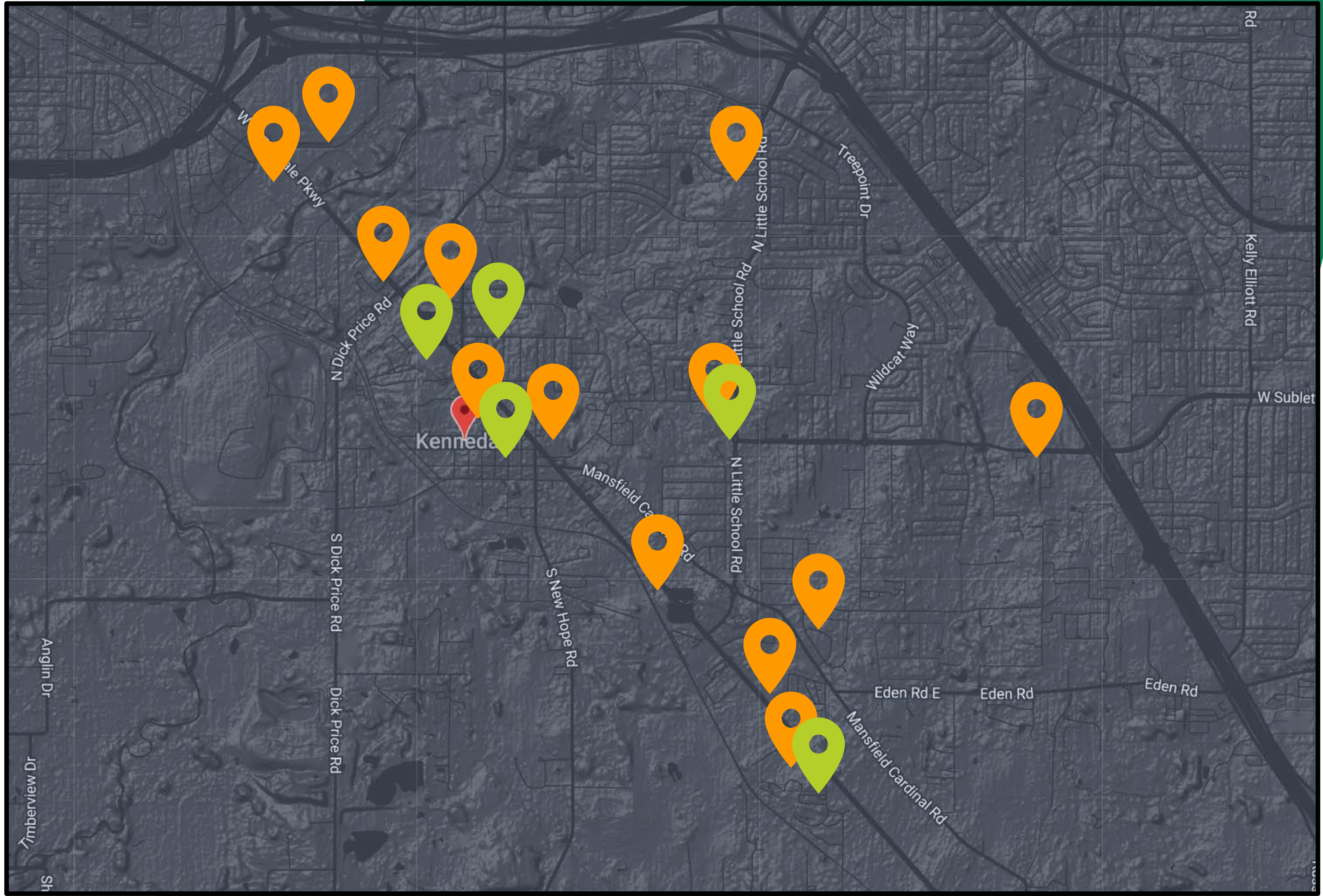
Hometown Christmas

More than 6,000 people attended Hometown Christmas last year

New Development in Kennedale

2024

Q1 2025



532 W KENNEDALE PARKWAY

Bringing **30-50 visitors** to Kennedale each month

1208 E KENNEDALE PARKWAY

40 Employees

$1m Invested

621 E KENNEDALE PARKWAY

20,000 SF

New Facility

50 New Jobs

Southwest
AMBULANCE SALES

5320 KENNEDALE SUBLETT

TOWN CENTER

Kennedale YMCA Estimates Members Daily Visits to Town Center

6990 E KENNEDALE PARKWAY

EquipmentShare®

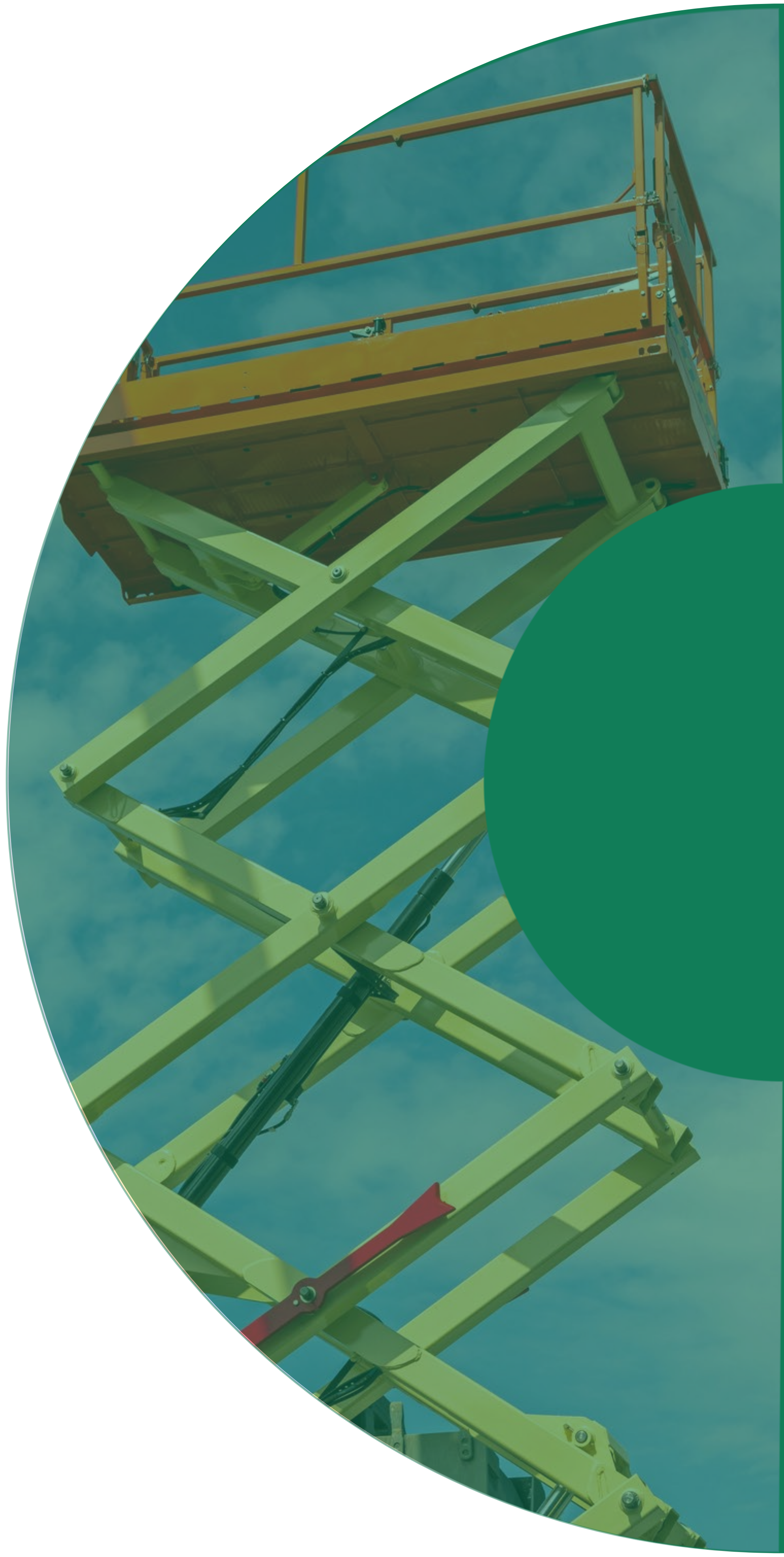
10+

Employees

$750k

Investment

Community Minded



805 POTOMAC

Learning Center

COMING SOON

1601 GILMAN

55+ Employees

$500k Invested in 2024

$1.5m Planned Investment

7001 KENNEDALE PARKWAY

FRONTIER WASTE SOLUTIONS

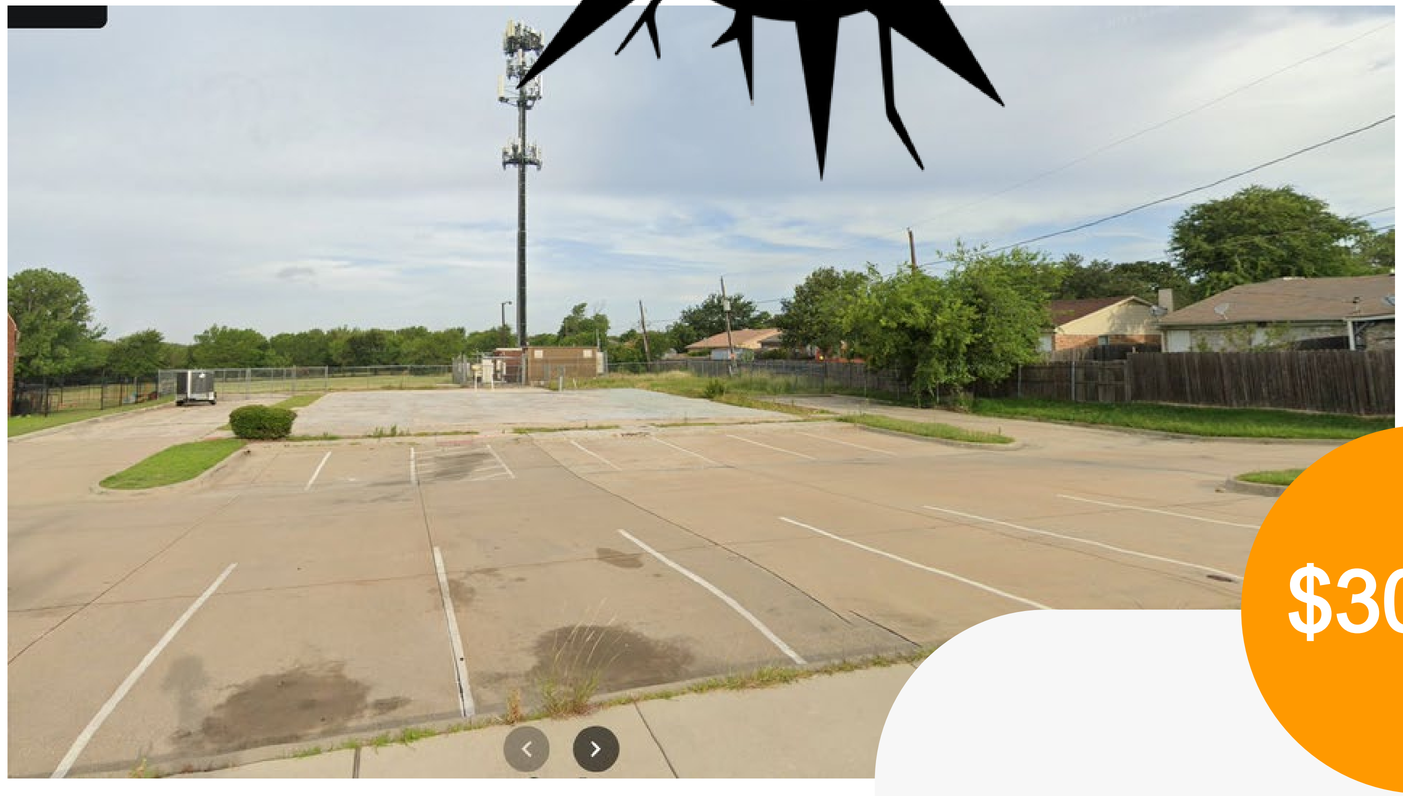
Employees

Investment

Coming Soon

621 N LITTLE SCHOOL RD

TEXAS DAMAGE



$300k

Before / After

308 KENNEDALE PARKWAY

LBK ROOFING

13

Employees

$2m

Investment

Community Minded

Coming Soon to Kennedale in 2025

1. **DG Fresh Market**
   Town Center
2. **Small Office/Warehouse**
   708 Corry Edwards
3. **RV Sales**
   7002 E Kennedale Pkwy
4. **2 Restaurants + Outdoor Dining**
   Town Center
5. **Hotel**
   Address

CHOICE HOTEL

67 Rooms

Investment

18m Completion

THANK YOU!

NEW DEVELOPMENT PRESENTATION

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: APRIL 15, 2025

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

SUBJECT
REPORTS AND ANNOUNCEMENTS

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: APRIL 15, 2025

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

SUBJECT
Updates from the City of Kennedale Mayor and City Council.

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: APRIL 15, 2025

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

SUBJECT
Updates from the City of Kennedale City Manager.

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: APRIL 15, 2025

AGENDA ITEM NUMBER: REPORTS AND ANNOUNCEMENTS ITEM IV.A.2.a.

SUBJECT
Basin B Interceptor Sewer Line

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: APRIL 15, 2025

AGENDA ITEM NUMBER: REPORTS AND ANNOUNCEMENTS ITEM IV.A.2.b.

SUBJECT
Hillside Sewer Line

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: APRIL 15, 2025

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

SUBJECT
Financial Reports for the City and/or the EDC.

ORIGINATED BY
Jonathan Horton, Finance Director

SUMMARY

RECOMMENDATION
No Action Required

ATTACHMENTS

1.	06 March Report for Council	06 March Report for Council.pdf

	CITY OF KENNEDALE **MONTHLY FINANCIAL REPORT** **Month Ended March 2025** **EXECUTIVE OVERVIEW**

TO	Mayor and Members of City Council Darrell Hull, City Manager
FROM	Jon Horton, Finance Director
DATE	April 15, 2025
SUBJECT	Monthly Financial Report for March 2025

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

Results through March represent 50.0% of the fiscal year.

GENERAL FUND (01)

◊ Property tax revenues received year-to-date $6,073,218; 97.8% of total budget; prior year receipts through March were 97.4% of budget.
◊ Sales tax revenues received year-to-date $896,859.22; 37.5% of total budget; receipts from the State are two months delayed; i.e. October sales taxes are received in December; November in January
◊ Prior year sales tax receipts receipts through March were 37.3% of budget.
◊ General Fund expenditures year-to-date $5,617,649; 43.4% of total budget
◊ Fund Balance year-to-date is $7,419,893; 209 days of total budgeted expenditures and transfers out

WATER/SEWER FUND (10)

◊ *Water service sales year-to-date $1,195,107; 35.65% of budget
◊ *Sewer service sales year-to-date $1,010,635; 43.8% of budget
◊ Utility Billing and Operations expenditures year-to-date $3,003,928; 63.6% of total budget

STORMWATER FUND (07)

◊ *Drainage fees year-to-date $116,025; 41.5% of budget
◊ Stormwater Fund expenditures year-to-date $133,804; 50.59% of total budget
◊ Working Capital year-to-date is $808,775; 1,117 days of total budgeted expenditures and transfers out

EDC FUND (15)

◊ Sales tax revenues received year-to-date $298,678; 30.2% of total budget; receipts from the State are two months delayed; i.e. October sales taxes are received in December; November in January
◊ *Rental fees for the Shopping Center year-to-date $148,600; 47.8% of total budget
◊ EDC Operations expenditures year-to-date $405,733; 34.4% of total budget
◊ *EDC Town Shopping Center expenditures year-to-date $43,546; 16.1% of total budget
◊ Fund Balance year-to-date is $2,229,564; 669 days of total budgeted expenditures and transfers out.

*Indicates March activity was not available at time of publish.

Progra…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 01 - GENERAL FUND						
Department: 00 - REVENUE						
00 - Revenue	12,409,117.00	12,409,117.00	739,201.80	8,818,614.19	-3,590,502.81	71.07%
Department: 00 - REVENUE Total:	**12,409,117.00**	**12,409,117.00**	**739,201.80**	**8,818,614.19**	**-3,590,502.81**	**71.07%**
Department: 01 - CITY MANAGER						
01 - Operations	378,229.00	378,229.00	25,584.53	167,113.02	211,115.98	44.18%
Department: 01 - CITY MANAGER Total:	**378,229.00**	**378,229.00**	**25,584.53**	**167,113.02**	**211,115.98**	**44.18%**
Department: 02 - MAYOR AND COUNCIL						
01 - Operations	201,950.00	201,950.00	-15.99	75,312.77	126,637.23	37.29%
Department: 02 - MAYOR AND COUNCIL Total:	**201,950.00**	**201,950.00**	**-15.99**	**75,312.77**	**126,637.23**	**37.29%**
Department: 03 - CITY SECRETARY						
01 - Operations	215,458.00	215,458.00	13,000.95	94,434.43	121,023.57	43.83%
Department: 03 - CITY SECRETARY Total:	**215,458.00**	**215,458.00**	**13,000.95**	**94,434.43**	**121,023.57**	**43.83%**
Department: 04 - MUNICIPAL COURT						
01 - Operations	320,764.00	320,764.00	22,216.51	135,381.02	185,382.98	42.21%
Department: 04 - MUNICIPAL COURT Total:	**320,764.00**	**320,764.00**	**22,216.51**	**135,381.02**	**185,382.98**	**42.21%**
Department: 05 - HUMAN RESOURCES						
01 - Operations	210,081.00	210,081.00	4,587.57	111,659.79	98,421.21	53.15%
Department: 05 - HUMAN RESOURCES Total:	**210,081.00**	**210,081.00**	**4,587.57**	**111,659.79**	**98,421.21**	**53.15%**
Department: 07 - FINANCE						
01 - Operations	581,973.00	581,973.00	45,136.38	297,762.28	284,210.72	51.16%
Department: 07 - FINANCE Total:	**581,973.00**	**581,973.00**	**45,136.38**	**297,762.28**	**284,210.72**	**51.16%**
Department: 09 - POLICE						
01 - Operations	3,698,958.00	3,698,958.00	214,957.35	1,801,399.21	1,897,558.79	48.70%
02 - SRO Program	217,094.00	217,094.00	17,116.11	106,888.33	110,205.67	49.24%
Department: 09 - POLICE Total:	**3,916,052.00**	**3,916,052.00**	**232,073.46**	**1,908,287.54**	**2,007,764.46**	**48.73%**
Department: 10 - FIRE						
01 - Operations	3,346,070.00	3,346,070.00	229,399.14	1,293,204.88	2,052,865.12	38.65%
11 - Purchasing	7,500.00	7,500.00	148.77	12,688.89	-5,188.89	169.19%
Department: 10 - FIRE Total:	**3,353,570.00**	**3,353,570.00**	**229,547.91**	**1,305,893.77**	**2,047,676.23**	**38.94%**
Department: 12 - COMMUNITY DEVELOPMENT						
01 - Operations	693,806.00	693,806.00	35,422.88	228,356.35	465,449.65	32.91%
Department: 12 - COMMUNITY DEVELOPMENT Total:	**693,806.00**	**693,806.00**	**35,422.88**	**228,356.35**	**465,449.65**	**32.91%**
Department: 16 - SENIOR CITIZEN CENTER						
01 - Operations	101,900.00	101,900.00	3,237.29	46,249.06	55,650.94	45.39%
Department: 16 - SENIOR CITIZEN CENTER Total:	**101,900.00**	**101,900.00**	**3,237.29**	**46,249.06**	**55,650.94**	**45.39%**
Department: 17 - LIBRARY						
01 - Operations	590,536.00	590,536.00	35,343.48	219,534.58	371,001.42	37.18%
Department: 17 - LIBRARY Total:	**590,536.00**	**590,536.00**	**35,343.48**	**219,534.58**	**371,001.42**	**37.18%**
Department: 18 - COMMUNICATIONS						
01 - Operations	23,500.00	23,500.00	840.37	1,160.97	22,339.03	4.94%
Department: 18 - COMMUNICATIONS Total:	**23,500.00**	**23,500.00**	**840.37**	**1,160.97**	**22,339.03**	**4.94%**
Department: 20 - PUBLIC WORKS						
03 - Streets	1,379,928.00	1,379,928.00	67,236.97	511,598.83	868,329.17	37.07%
04 - Parks	112,500.00	112,500.00	3,519.09	19,476.40	93,023.60	17.31%
Department: 20 - PUBLIC WORKS Total:	**1,492,428.00**	**1,492,428.00**	**70,756.06**	**531,075.23**	**961,352.77**	**35.58%**
Department: 90 - NON DEPARTMENTAL						
01 - Operations	865,895.00	865,895.00	40,333.93	495,428.03	370,466.97	57.22%

Progra…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 90 - NON DEPARTMENTAL Total:	**865,895.00**	**865,895.00**	**40,333.93**	**495,428.03**	**370,466.97**	**57.22%**
Fund: 01 - GENERAL FUND Surplus (Deficit):	**-537,025.00**	**-537,025.00**	**-18,863.53**	**3,200,965.35**	**3,737,990.35**	**-596.06%**
Fund: 02 - GENERAL DEBT SERVICE FUND						
Department: 00 - REVENUE						
00 - Revenue	2,906,789.00	2,906,789.00	46,172.63	2,344,135.05	-562,653.95	80.64%
Department: 00 - REVENUE Total:	**2,906,789.00**	**2,906,789.00**	**46,172.63**	**2,344,135.05**	**-562,653.95**	**80.64%**
Department: 21 - DEBT SERVICE						
06 - Debt Service	2,603,769.00	2,603,769.00	0.00	2,313,583.26	290,185.74	88.86%
Department: 21 - DEBT SERVICE Total:	**2,603,769.00**	**2,603,769.00**	**0.00**	**2,313,583.26**	**290,185.74**	**88.86%**
Fund: 02 - GENERAL DEBT SERVICE FUND Surplus (Deficit):	**303,020.00**	**303,020.00**	**46,172.63**	**30,551.79**	**-272,468.21**	**10.08%**
Fund: 04 - CAPITAL PROJECTS FUND						
Department: 00 - REVENUE						
00 - Revenue	19,935.00	19,935.00	11,491.21	63,533.72	43,598.72	318.70%
Department: 00 - REVENUE Surplus (Deficit):	**19,935.00**	**19,935.00**	**11,491.21**	**63,533.72**	**43,598.72**	**318.70%**
Fund: 04 - CAPITAL PROJECTS FUND Surplus (Deficit):	**19,935.00**	**19,935.00**	**11,491.21**	**63,533.72**	**43,598.72**	**318.70%**
Fund: 05 - CAPITAL REPLACEMENT FUND						
Department: 00 - REVENUE						
00 - Revenue	154,200.00	154,200.00	14,677.44	79,651.28	-74,548.72	51.65%
Department: 00 - REVENUE Total:	**154,200.00**	**154,200.00**	**14,677.44**	**79,651.28**	**-74,548.72**	**51.65%**
Department: 30 - VEHICLE/COMPUTER REPLACEMENT						
17 - Vehicle Replacement	79,668.00	79,668.00	2,005.99	18,646.00	61,022.00	23.40%
Department: 30 - VEHICLE/COMPUTER REPLACEMENT Total:	**79,668.00**	**79,668.00**	**2,005.99**	**18,646.00**	**61,022.00**	**23.40%**
Fund: 05 - CAPITAL REPLACEMENT FUND Surplus (Deficit):	**74,532.00**	**74,532.00**	**12,671.45**	**61,005.28**	**-13,526.72**	**81.85%**
Fund: 07 - STORMWATER UTILITY FUND						
Department: 00 - REVENUE						
00 - Revenue	311,150.00	311,150.00	2,944.37	130,912.84	-180,237.16	42.07%
Department: 00 - REVENUE Total:	**311,150.00**	**311,150.00**	**2,944.37**	**130,912.84**	**-180,237.16**	**42.07%**
Department: 35 - STORMWATER UTILITY FEE						
01 - Operations	264,474.00	264,474.00	22,500.80	133,804.70	130,669.30	50.59%
Department: 35 - STORMWATER UTILITY FEE Total:	**264,474.00**	**264,474.00**	**22,500.80**	**133,804.70**	**130,669.30**	**50.59%**
Fund: 07 - STORMWATER UTILITY FUND Surplus (Deficit):	**46,676.00**	**46,676.00**	**-19,556.43**	**-2,891.86**	**-49,567.86**	**-6.20%**
Fund: 10 - WATER/SEWER FUND						
Department: 00 - REVENUE						
00 - Revenue	14,736,006.00	14,736,006.00	125,605.33	2,800,693.08	-11,935,312.92	19.01%
Department: 00 - REVENUE Total:	**14,736,006.00**	**14,736,006.00**	**125,605.33**	**2,800,693.08**	**-11,935,312.92**	**19.01%**
Department: 36 - WATER/SEWER						
01 - Operations	2,596,882.00	2,596,882.00	195,107.62	2,151,562.37	445,319.63	82.85%
06 - Debt Service	394,830.00	394,830.00	0.00	627,584.38	-232,754.38	158.95%
09 - Capital Projects	8,300,000.00	8,300,000.00	0.00	71,800.85	8,228,199.15	0.87%
15 - Utility Billing	2,126,675.00	2,126,675.00	54,248.59	745,082.56	1,381,592.44	35.04%
Department: 36 - WATER/SEWER Total:	**13,418,387.00**	**13,418,387.00**	**249,356.21**	**3,596,030.16**	**9,822,356.84**	**26.80%**
Department: 90 - NON DEPARTMENTAL						
00 - Revenue	805,185.00	805,185.00	63,161.25	379,841.72	425,343.28	47.17%
01 - Operations	0.00	0.00	1,222.26	107,283.43	-107,283.43	0.00%
Department: 90 - NON DEPARTMENTAL Total:	**805,185.00**	**805,185.00**	**64,383.51**	**487,125.15**	**318,059.85**	**60.50%**
Fund: 10 - WATER/SEWER FUND Surplus (Deficit):	**512,434.00**	**512,434.00**	**-188,134.39**	**-1,282,462.23**	**-1,794,896.23**	**-250.27%**
Fund: 12 - COURT SECURITY FUND						
Department: 00 - REVENUE						
00 - Revenue	9,235.00	9,235.00	735.02	4,940.58	-4,294.42	53.50%
01 - Operations	-26,570.00	-26,570.00	0.00	20,570.00	-47,140.00	-77.42%
Department: 00 - REVENUE Surplus (Deficit):	**35,805.00**	**35,805.00**	**735.02**	**-15,629.42**	**-51,434.42**	**-43.65%**
Fund: 12 - COURT SECURITY FUND Surplus (Deficit):	**35,805.00**	**35,805.00**	**735.02**	**-15,629.42**	**-51,434.42**	**-43.65%**

Progra…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 13 - CAPITAL BOND FUND						
Department: 00 - REVENUE						
00 - Revenue	356,600.00	356,600.00	318,189.89	1,263,782.58	907,182.58	354.40%
Department: 00 - REVENUE Total:	**356,600.00**	**356,600.00**	**318,189.89**	**1,263,782.58**	**907,182.58**	**354.40%**
Department: 11 - CAPITAL PROJ-FIRE STATION						
09 - Capital Projects	9,279,097.00	9,279,097.00	503,330.50	640,286.85	8,638,810.15	6.90%
Department: 11 - CAPITAL PROJ-FIRE STATION Total:	**9,279,097.00**	**9,279,097.00**	**503,330.50**	**640,286.85**	**8,638,810.15**	**6.90%**
Department: 42 - NEW HOPE ROAD						
09 - Capital Projects	0.00	0.00	0.00	54,772.67	-54,772.67	0.00%
Department: 42 - NEW HOPE ROAD Total:	**0.00**	**0.00**	**0.00**	**54,772.67**	**-54,772.67**	**0.00%**
Department: 43 - SAFE ROUTES TO SCHOOL						
09 - Capital Projects	0.00	0.00	6,961.25	568,481.64	-568,481.64	0.00%
Department: 43 - SAFE ROUTES TO SCHOOL Total:	**0.00**	**0.00**	**6,961.25**	**568,481.64**	**-568,481.64**	**0.00%**
Department: 44 - 2019 TAX NOTES PROJECTS						
09 - Capital Projects	0.00	0.00	121,649.00	664,031.86	-664,031.86	0.00%
Department: 44 - 2019 TAX NOTES PROJECTS Total:	**0.00**	**0.00**	**121,649.00**	**664,031.86**	**-664,031.86**	**0.00%**
Department: 46 - 3 CTY ROAD/CIP 2008 & PRIOR						
09 - Capital Projects	1,500,000.00	1,500,000.00	0.00	0.00	1,500,000.00	0.00%
Department: 46 - 3 CTY ROAD/CIP 2008 & PRIOR Total:	**1,500,000.00**	**1,500,000.00**	**0.00**	**0.00**	**1,500,000.00**	**0.00%**
Department: 51 - SONORA PARK						
09 - Capital Projects	1,500,000.00	1,500,000.00	0.00	0.00	1,500,000.00	0.00%
Department: 51 - SONORA PARK Total:	**1,500,000.00**	**1,500,000.00**	**0.00**	**0.00**	**1,500,000.00**	**0.00%**
Fund: 13 - CAPITAL BOND FUND Surplus (Deficit):	**-11,922,497.00**	**-11,922,497.00**	**-313,750.86**	**-663,790.44**	**11,258,706.56**	**5.57%**
Fund: 14 - PARK DEDICATION FUND						
Department: 00 - REVENUE						
00 - Revenue	32,100.00	32,100.00	992.04	7,597.50	-24,502.50	23.67%
Department: 00 - REVENUE Total:	**32,100.00**	**32,100.00**	**992.04**	**7,597.50**	**-24,502.50**	**23.67%**
Department: 51 - SONORA PARK						
09 - Capital Projects	100,000.00	100,000.00	0.00	27,561.42	72,438.58	27.56%
Department: 51 - SONORA PARK Total:	**100,000.00**	**100,000.00**	**0.00**	**27,561.42**	**72,438.58**	**27.56%**
Fund: 14 - PARK DEDICATION FUND Surplus (Deficit):	**-67,900.00**	**-67,900.00**	**992.04**	**-19,963.92**	**47,936.08**	**29.40%**
Fund: 15 - EDC4B FUND						
Department: 00 - REVENUE						
00 - Revenue	1,105,973.00	1,105,973.00	111,426.56	373,553.20	-732,419.80	33.78%
23 - TownCenter	310,807.00	310,807.00	0.00	148,600.15	-162,206.85	47.81%
Department: 00 - REVENUE Total:	**1,416,780.00**	**1,416,780.00**	**111,426.56**	**522,153.35**	**-894,626.65**	**36.85%**
Department: 06 - ADMINISTRATION						
01 - Operations	1,178,393.00	1,178,393.00	47,185.42	405,732.90	772,660.10	34.43%
06 - Debt Service	168,213.00	168,213.00	0.00	35,865.04	132,347.96	21.32%
Department: 06 - ADMINISTRATION Total:	**1,346,606.00**	**1,346,606.00**	**47,185.42**	**441,597.94**	**905,008.06**	**32.79%**
Department: 53 - TOWN SHOPPING CENTER						
23 - TownCenter	106,740.00	270,740.00	0.00	43,545.63	227,194.37	16.08%
Department: 53 - TOWN SHOPPING CENTER Total:	**106,740.00**	**270,740.00**	**0.00**	**43,545.63**	**227,194.37**	**16.08%**
Fund: 15 - EDC4B FUND Surplus (Deficit):	**-36,566.00**	**-200,566.00**	**64,241.14**	**37,009.78**	**237,575.78**	**-18.45%**
Fund: 16 - COURT TECHNOLOGY FUND						
Department: 00 - REVENUE						
00 - Revenue	-2,860.00	-2,860.00	596.69	1,257.54	4,117.54	-43.97%
Department: 00 - REVENUE Surplus (Deficit):	**-2,860.00**	**-2,860.00**	**596.69**	**1,257.54**	**4,117.54**	**-43.97%**
Fund: 16 - COURT TECHNOLOGY FUND Surplus (Deficit):	**-2,860.00**	**-2,860.00**	**596.69**	**1,257.54**	**4,117.54**	**-43.97%**
Fund: 18 - LOCAL YOUTH DIVERSION FUND						
Department: 00 - REVENUE						
00 - Revenue	685.00	685.00	43.78	199.38	-485.62	29.11%

Progra…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 00 - REVENUE Total:	**685.00**	**685.00**	**43.78**	**199.38**	**-485.62**	**29.11%**
Fund: 18 - LOCAL YOUTH DIVERSION FUND Total:	**685.00**	**685.00**	**43.78**	**199.38**	**-485.62**	**29.11%**
Fund: 21 - TIF #1 (NEW HOPE) FUND						
Department: 00 - REVENUE						
00 - Revenue	250,006.00	250,006.00	1,727.11	9,426.30	-240,579.70	3.77%
Department: 00 - REVENUE Total:	**250,006.00**	**250,006.00**	**1,727.11**	**9,426.30**	**-240,579.70**	**3.77%**
Department: 06 - ADMINISTRATION						
01 - Operations	150,000.00	150,000.00	0.00	450.25	149,549.75	0.30%
06 - Debt Service	228,229.00	228,229.00	0.00	0.00	228,229.00	0.00%
Department: 06 - ADMINISTRATION Total:	**378,229.00**	**378,229.00**	**0.00**	**450.25**	**377,778.75**	**0.12%**
Fund: 21 - TIF #1 (NEW HOPE) FUND Surplus (Deficit):	**-128,223.00**	**-128,223.00**	**1,727.11**	**8,976.05**	**137,199.05**	**-7.00%**
Fund: 30 - HOTEL/MOTEL TAX FUND						
Department: 00 - REVENUE						
00 - Revenue	20,900.00	20,900.00	377.23	7,771.42	-13,128.58	37.18%
Department: 00 - REVENUE Total:	**20,900.00**	**20,900.00**	**377.23**	**7,771.42**	**-13,128.58**	**37.18%**
Department: 06 - ADMINISTRATION						
01 - Operations	15,000.00	15,000.00	153.78	153.78	14,846.22	1.03%
Department: 06 - ADMINISTRATION Total:	**15,000.00**	**15,000.00**	**153.78**	**153.78**	**14,846.22**	**1.03%**
Fund: 30 - HOTEL/MOTEL TAX FUND Surplus (Deficit):	**5,900.00**	**5,900.00**	**223.45**	**7,617.64**	**1,717.64**	**129.11%**
Fund: 31 - POLICE SEIZURE FUND						
Department: 00 - REVENUE						
00 - Revenue	160.00	160.00	87.69	379.94	219.94	237.46%
Department: 00 - REVENUE Total:	**160.00**	**160.00**	**87.69**	**379.94**	**219.94**	**237.46%**
Department: 06 - ADMINISTRATION						
01 - Operations	0.00	0.00	0.00	1,155.99	-1,155.99	0.00%
Department: 06 - ADMINISTRATION Total:	**0.00**	**0.00**	**0.00**	**1,155.99**	**-1,155.99**	**0.00%**
Department: 09 - POLICE						
00 - Revenue	0.00	0.00	2,083.57	7,961.04	7,961.04	0.00%
Department: 09 - POLICE Total:	**0.00**	**0.00**	**2,083.57**	**7,961.04**	**7,961.04**	**0.00%**
Fund: 31 - POLICE SEIZURE FUND Surplus (Deficit):	**160.00**	**160.00**	**2,171.26**	**7,184.99**	**7,024.99**	**4,490.62%**
Fund: 32 - LIBRARY BUILDING FUND						
Department: 00 - REVENUE						
00 - Revenue	210.00	210.00	22.33	123.63	-86.37	58.87%
Department: 00 - REVENUE Total:	**210.00**	**210.00**	**22.33**	**123.63**	**-86.37**	**58.87%**
Fund: 32 - LIBRARY BUILDING FUND Total:	**210.00**	**210.00**	**22.33**	**123.63**	**-86.37**	**58.87%**
Fund: 34 - LEOSE FUND						
Department: 00 - REVENUE						
00 - Revenue	3,790.00	3,790.00	7.01	1,633.62	-2,156.38	43.10%
Department: 00 - REVENUE Total:	**3,790.00**	**3,790.00**	**7.01**	**1,633.62**	**-2,156.38**	**43.10%**
Department: 09 - POLICE						
01 - Operations	1,500.00	1,500.00	0.00	2,030.00	-530.00	135.33%
Department: 09 - POLICE Total:	**1,500.00**	**1,500.00**	**0.00**	**2,030.00**	**-530.00**	**135.33%**
Fund: 34 - LEOSE FUND Surplus (Deficit):	**2,290.00**	**2,290.00**	**7.01**	**-396.38**	**-2,686.38**	**-17.31%**
Fund: 35 - DISASTER RECOVERY FUND						
Department: 00 - REVENUE						
00 - Revenue	1,300,000.00	1,300,000.00	7,188.84	36,343.15	-1,263,656.85	2.80%
Department: 00 - REVENUE Total:	**1,300,000.00**	**1,300,000.00**	**7,188.84**	**36,343.15**	**-1,263,656.85**	**2.80%**
Department: 06 - ADMINISTRATION						
01 - Operations	1,250,000.00	1,250,000.00	23,213.75	96,213.75	1,153,786.25	7.70%
Department: 06 - ADMINISTRATION Total:	**1,250,000.00**	**1,250,000.00**	**23,213.75**	**96,213.75**	**1,153,786.25**	**7.70%**
Fund: 35 - DISASTER RECOVERY FUND Surplus (Deficit):	**50,000.00**	**50,000.00**	**-16,024.91**	**-59,870.60**	**-109,870.60**	**-119.74%**

Progra…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 40 - GRANT FUND						
Department: 00 - REVENUE						
00 - Revenue	65.00	65.00	0.00	0.00	-65.00	0.00%
Department: 00 - REVENUE Total:	**65.00**	**65.00**	**0.00**	**0.00**	**-65.00**	**0.00%**
Department: 10 - FIRE						
00 - Revenue	0.00	0.00	0.00	89,266.51	89,266.51	0.00%
Department: 10 - FIRE Total:	**0.00**	**0.00**	**0.00**	**89,266.51**	**89,266.51**	**0.00%**
Department: 17 - LIBRARY						
00 - Revenue	0.00	0.00	0.00	336.00	336.00	0.00%
01 - Operations	0.00	0.00	31.41	169.33	-169.33	0.00%
Department: 17 - LIBRARY Surplus (Deficit):	**0.00**	**0.00**	**-31.41**	**166.67**	**166.67**	**0.00%**
Fund: 40 - GRANT FUND Surplus (Deficit):	**65.00**	**65.00**	**-31.41**	**89,433.18**	**89,368.18**	**37,589.51%**
Fund: 41 - PARK REC/OTHER DONATION FUND						
Department: 00 - REVENUE						
00 - Revenue	6,683.00	6,683.00	114.80	751.00	-5,932.00	11.24%
Department: 00 - REVENUE Total:	**6,683.00**	**6,683.00**	**114.80**	**751.00**	**-5,932.00**	**11.24%**
Department: 09 - POLICE						
01 - Operations	8,000.00	8,000.00	0.00	0.00	8,000.00	0.00%
Department: 09 - POLICE Total:	**8,000.00**	**8,000.00**	**0.00**	**0.00**	**8,000.00**	**0.00%**
Department: 10 - FIRE						
01 - Operations	10,000.00	10,000.00	0.00	3,175.38	6,824.62	31.75%
Department: 10 - FIRE Total:	**10,000.00**	**10,000.00**	**0.00**	**3,175.38**	**6,824.62**	**31.75%**
Department: 63 - BARK AT THE PARK						
01 - Operations	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00%
Department: 63 - BARK AT THE PARK Total:	**1,500.00**	**1,500.00**	**0.00**	**0.00**	**1,500.00**	**0.00%**
Fund: 41 - PARK REC/OTHER DONATION FUND Surplus (Deficit):	**-12,817.00**	**-12,817.00**	**114.80**	**-2,424.38**	**10,392.62**	**18.92%**
Fund: 45 - ROADWAY IMPACT FEE FUND						
Department: 00 - REVENUE						
00 - Revenue	56,200.00	56,200.00	9,285.57	23,656.03	-32,543.97	42.09%
Department: 00 - REVENUE Total:	**56,200.00**	**56,200.00**	**9,285.57**	**23,656.03**	**-32,543.97**	**42.09%**
Department: 71 - IMPACT FEE						
01 - Operations	107,525.00	107,525.00	8,960.43	60,260.58	47,264.42	56.04%
Department: 71 - IMPACT FEE Total:	**107,525.00**	**107,525.00**	**8,960.43**	**60,260.58**	**47,264.42**	**56.04%**
Fund: 45 - ROADWAY IMPACT FEE FUND Surplus (Deficit):	**-51,325.00**	**-51,325.00**	**325.14**	**-36,604.55**	**14,720.45**	**71.32%**
Fund: 61 - WATER IMPACT FUND						
Department: 00 - REVENUE						
00 - Revenue	-5,900.00	-5,900.00	-2,098.70	5,898.56	11,798.56	-99.98%
Department: 00 - REVENUE Surplus (Deficit):	**-5,900.00**	**-5,900.00**	**-2,098.70**	**5,898.56**	**11,798.56**	**-99.98%**
Fund: 61 - WATER IMPACT FUND Surplus (Deficit):	**-5,900.00**	**-5,900.00**	**-2,098.70**	**5,898.56**	**11,798.56**	**-99.98%**
Fund: 62 - SEWER IMPACT FUND						
Department: 00 - REVENUE						
00 - Revenue	-29,300.00	-29,300.00	-4,645.62	-19,452.20	9,847.80	66.39%
Department: 00 - REVENUE Surplus (Deficit):	**-29,300.00**	**-29,300.00**	**-4,645.62**	**-19,452.20**	**9,847.80**	**66.39%**
Fund: 62 - SEWER IMPACT FUND Surplus (Deficit):	**-29,300.00**	**-29,300.00**	**-4,645.62**	**-19,452.20**	**9,847.80**	**66.39%**
Fund: 83 - TREE REFORESTATION FUND						
Department: 00 - REVENUE						
00 - Revenue	2,931.00	2,931.00	320.98	1,601.76	-1,329.24	54.65%
Department: 00 - REVENUE Total:	**2,931.00**	**2,931.00**	**320.98**	**1,601.76**	**-1,329.24**	**54.65%**
Fund: 83 - TREE REFORESTATION FUND Total:	**2,931.00**	**2,931.00**	**320.98**	**1,601.76**	**-1,329.24**	**54.65%**

Progra…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 95 - EDC4B BOND RESERVE FUND						
Department: 00 - REVENUE						
00 - Revenue	5,457.00	5,457.00	533.78	2,663.67	-2,793.33	48.81%
Department: 00 - REVENUE Total:	**5,457.00**	**5,457.00**	**533.78**	**2,663.67**	**-2,793.33**	**48.81%**
Fund: 95 - EDC4B BOND RESERVE FUND Total:	**5,457.00**	**5,457.00**	**533.78**	**2,663.67**	**-2,793.33**	**48.81%**
Report Surplus (Deficit):	**-11,734,313.00**	**-11,898,313.00**	**-420,716.03**	**1,414,536.34**	**13,312,849.34**	**-11.89%**

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
01 - GENERAL FUND	-537,025.00	-537,025.00	-18,863.53	3,200,965.35	3,737,990.35
02 - GENERAL DEBT SERVICE FUNI	303,020.00	303,020.00	46,172.63	30,551.79	-272,468.21
04 - CAPITAL PROJECTS FUND	19,935.00	19,935.00	11,491.21	63,533.72	43,598.72
05 - CAPITAL REPLACEMENT FUNI	74,532.00	74,532.00	12,671.45	61,005.28	-13,526.72
07 - STORMWATER UTILITY FUND	46,676.00	46,676.00	-19,556.43	-2,891.86	-49,567.86
10 - WATER/SEWER FUND	512,434.00	512,434.00	-188,134.39	-1,282,462.23	-1,794,896.23
12 - COURT SECURITY FUND	35,805.00	35,805.00	735.02	-15,629.42	-51,434.42
13 - CAPITAL BOND FUND	-11,922,497.00	-11,922,497.00	-313,750.86	-663,790.44	11,258,706.56
14 - PARK DEDICATION FUND	-67,900.00	-67,900.00	992.04	-19,963.92	47,936.08
15 - EDC4B FUND	-36,566.00	-200,566.00	64,241.14	37,009.78	237,575.78
16 - COURT TECHNOLOGY FUND	-2,860.00	-2,860.00	596.69	1,257.54	4,117.54
18 - LOCAL YOUTH DIVERSION FUI	685.00	685.00	43.78	199.38	-485.62
21 - TIF #1 (NEW HOPE) FUND	-128,223.00	-128,223.00	1,727.11	8,976.05	137,199.05
30 - HOTEL/MOTEL TAX FUND	5,900.00	5,900.00	223.45	7,617.64	1,717.64
31 - POLICE SEIZURE FUND	160.00	160.00	2,171.26	7,184.99	7,024.99
32 - LIBRARY BUILDING FUND	210.00	210.00	22.33	123.63	-86.37
34 - LEOSE FUND	2,290.00	2,290.00	7.01	-396.38	-2,686.38
35 - DISASTER RECOVERY FUND	50,000.00	50,000.00	-16,024.91	-59,870.60	-109,870.60
40 - GRANT FUND	65.00	65.00	-31.41	89,433.18	89,368.18
41 - PARK REC/OTHER DONATION	-12,817.00	-12,817.00	114.80	-2,424.38	10,392.62
45 - ROADWAY IMPACT FEE FUND	-51,325.00	-51,325.00	325.14	-36,604.55	14,720.45
61 - WATER IMPACT FUND	-5,900.00	-5,900.00	-2,098.70	5,898.56	11,798.56
62 - SEWER IMPACT FUND	-29,300.00	-29,300.00	-4,645.62	-19,452.20	9,847.80
83 - TREE REFORESTATION FUND	2,931.00	2,931.00	320.98	1,601.76	-1,329.24
95 - EDC4B BOND RESERVE FUND	5,457.00	5,457.00	533.78	2,663.67	-2,793.33
Report Surplus (Deficit):	**-11,734,313.00**	**-11,898,313.00**	**-420,716.03**	**1,414,536.34**	**13,312,849.34**

CITY OF KENNEDALE
FISCAL YEAR TO DATE SUMMARY BY FUND
THROUGH MARCH 31, 2025

Fund	**Beginning Balance as of 10/1/2024	FYTD Activity	Ending Balance	Average Daily Annual Exp	Days of Fund Balance	Reserve %
01 - GENERAL FUND*	4,218,927	3,200,965.35	7,419,892.35	35,468.88	209.19	57%
02 - GENERAL DEBT SERVICE FUND	945,637	30,551.79	976,188.79			
04 - CAPITAL PROJECTS FUND	215,569	63,533.72	279,102.72			
05 - CAPITAL REPLACEMENT FUND	(186,904)	61,005.28	(125,898.72)			
07 - STORMWATER UTILITY FUND*	811,647	(2,891.86)	808,755.14	724.59	1,116.16	
10 - WATER/SEWER FUND*	17,959,473	(1,282,462.23)	16,677,010.77	38,968.69	427.96	117%
12 - COURT SECURITY FUND	33,272	(15,629.42)	17,642.58			
13 - CAPITAL BOND FUND	19,918,926	(663,790.44)	19,255,135.56			
14 - PARK DEDICATION FUND	289,611	(19,963.92)	269,647.08			
15 - EDC4B FUND*	2,192,554	37,009.78	2,229,563.78	3,332.09	669.12	183%
16 - COURT TECHNOLOGY FUND	14,712	1,257.54	15,969.54			
18 - LOCAL YOUTH DIVERSION FU	9,680	199.38	9,879.38			
21 - TIF #1 (NEW HOPE) FUND	150,493	8,976.05	159,469.05			
30 - HOTEL/MOTEL TAX FUND	90,924	7,617.64	98,541.64			
31 - POLICE SEIZURE FUND	15,302	7,184.99	22,486.99			
32 - LIBRARY BUILDING FUND	(1,209)	123.63	(1,085.37)			
34 - LEOSE FUND	2,228	(396.38)	1,831.62			
35 - DISASTER RECOVERY FUND	111,361	(59,870.60)	51,490.40			
40 - GRANT FUND	(621,039)	89,433.18	(531,605.82)			
41 - PARK REC/OTHER DONATION	12,637	(2,424.38)	10,212.62			
45 - ROADWAY IMPACT FEE FUND	429,643	(36,604.55)	393,038.45			
61 - WATER IMPACT FUND	97,765	5,898.56	103,663.56			
62 - SEWER IMPACT FUND	109,605	(19,452.20)	90,152.80			
83 - TREE REFORESTATION FUND	82,313	1,601.76	83,914.76			
85 - UNCLAIMED PROPERTY FUND	334	-	334.00			
95 - EDC4B BOND RESERVE FUND	136,884	2,663.67	139,547.67			
Report Surplus (Deficit):	**47,040,345.00**	**1,414,536.34**	**48,454,881.34**			

**Unaudited

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: APRIL 15, 2025

AGENDA ITEM NUMBER: REGULAR SESSION ITEM IV.A.3.a.

SUBJECT
Quarterly Investment Reports.

ORIGINATED BY
Jonathan Horton, Finance Director

SUMMARY

RECOMMENDATION
No Action Required

ATTACHMENTS

1.	Quarter 2 - March 31, 2025 Signed	Quarter 2 - March 31, 2025 Signed.pdf

City of

KENNEDALE

Texas

EST. 1887

YOU'RE HERE YOUR HOME

INVESTMENT REPORT

For The Quarter Ended

March 31, 2025

INVESTMENT REPORT

For The Quarter Ended March 31, 2025

The information within comprises the quarterly investment report for the City of Kennedale, Texas. The under-signed acknowledge that the City's investment portfolio has been and is in compliance with the policies and strategies contained in the City's Investment Policy as approved by City Council in December 2023 for the City of Kennedale and is also in compliance with the requirements of the Public Funds Investment Act of the State of Texas.

____

Jonathan Horton, Director of Finance

____

Darrell Hull, City Manager

City of Kennedale
Investment Report
For Quarter Ended March 31, 2025

This report presents an overview of the City's investment portfolio. It shows how the portfolio is structured and how it performed during the quarter.

Investment Objectives

The objectives of the City's investment policy are safety, liquidity, yield and public trust.

Authorized Investments

The City's Investment Policy allows various types of investments with varying maturity dates to diversify the funds invested. Following are the investment types allowed and the parameters for each.

INVESTMENT TYPES AND PARAMETERS – BOOK VALUE

Investment Types	Portfolio % Parameters	Portfolio % as of March 31, 2025
Bank Depository Accounts	--	1.91%
Certificates of Deposit	50%	2.31%
State of Texas Obligations/Agencies	100%	0.00%
State and Local Agency Coupons	25%	0.00%
Local Govt Investment Pools	100%	35.02%
Money Market Funds	100%	0.01%
Repurchase Agreements	50%	0.00%
US Treasury and Agency Callables	25%	0.00%
US Govt Agencies & Instruments	100%	21.70%
US Treasury Notes/Bills	100%	39.06%

Investment Portfolio Balance

The total book value of the City's portfolio at the end of the quarter was $52,046,137.59.

The City currently has investment products with four institutions: Frost Brokerage, RW Baird and Company (Baird), TexPool, and TexStar. The operating account, which is not interest bearing, is with Wells Fargo. The bulk of our tax deposits go directly into our account at TexPool. Funds are transferred to our operating account as-needed. TexStar serves as an alternative pool account. Frost Brokerage holds a money market account fully invested in Fidelity's Government Money Market Fund, CUSIP FZBXX, and has a series of Treasury Bills (T-Bills). T-Bills are purchased in tranches, with staggered maturity dates, designed to shield the City against rate fluctuations. Every 90 days a tranche hits maturity, giving the City an option to remove funds from the investment strategy without penalty. Baird holds investments in twenty-one different bonds, four of which are Treasury Notes. Twelve bonds are United States Government Agencies. The remaining bonds are Certificates of Deposit. Less than 45% of the current portfolio will mature in 2025, close to 50% will mature in 2026, and the remaining balance will mature in 2028.

Details of the portfolio are presented in the following tables:

Institution	Account Type	Beginning Balance	Additions and Withdrawals - Net	Realized Income	Ending Balance (Book)	Unrealized Income	Ending Balance (Market)
TexPool	Pooled Funds	$ 15,097,834.98	$ 2,554,272.99	$ 182,907.10	$ 17,835,015.07	$ -	$ 17,835,015.07
TexStar	Pooled Funds	389,275.39		4,202.87	393,478.26	-	393,478.26
Frost Brokerage	Money Market	25,648.67	(25,793.23)	1,999.45	1,854.89	-	1,854.89
Frost Brokerage	Bonds	17,335,994.66	(2,174,206.77)	130,915.20	15,292,703.09	201,195.25	15,493,898.34
RW Baird & Co	Money Market	2,548.97		66.94	*2,615.91*		2,615.91
RW Baird & Co	Bonds	17,331,629.61	1,873.23	194,202.21	17,527,705.05	83,313.30	17,611,018.35
WF Operating	DDA	629,586.16	361,484.82		991,070.98	-	991,070.98
WF EHB Trust	DDA	*1,992.33*	*(300.00)*	*2.01*	*1,694.34*	-	1,694.34
Total Investment Activity		**$ 50,814,510.77**	**$ 717,331.04**	**$ 514,295.78**	**$ 52,046,137.59**	**$ 284,508.55**	**$ 52,330,646.14**

		Fiscal Year To Date 3/31/2025					
Institution	Account Type	Beginning Balance	Additions and Withdrawals - Net	Realized Income	Ending Balance (Book)	Unrealized Income	Ending Balance (Market)
TexPool	Pooled Funds	$ 19,190,272.60	$ (1,713,463.63)	$ 358,206.10	$ 17,835,015.07	$ -	$ 17,835,015.07
TexStar	Pooled Funds	384,684.81		8,793.45	393,478.26	-	393,478.26
Frost Brokerage	Money Market	23,590.37	(24,441.39)	2,705.91	1,854.89	-	1,854.89
Frost Brokerage	Bonds	17,184,889.27	(2,175,558.61)	283,372.43	15,292,703.09	201,195.25	15,493,898.34
RW Baird & Co	Money Market	773,258.10	(775,061.49)	4,419.30	2,615.91	-	2,615.91
RW Baird & Co	Bonds	16,426,893.33	766,012.22	334,799.50	17,527,705.05	83,313.30	17,611,018.35
WF Operating	DDA	278,884.76	712,186.22		991,070.98	-	991,070.98
WF EHB Trust	DDA	2,052.13	(361.66)	3.87	1,694.34	-	1,694.34
Total Investment Activity		**$ 54,264,525.37**	**$ (3,210,688.34)**	**$ 992,300.56**	**$ 52,046,137.59**	**$ 284,508.55**	**$ 52,330,646.14**

The Wells Fargo Consolidated Operating Cash account is non-interest bearing.

Collateral

The City's depository bank shall comply with Chapter 2257 of the Government Code, Collateral for Public Funds, as required by the City's bank depository contract. The market value of the pledged collateral must be equal to or greater than 102% of the principal and accrued interest for cash balances in excess of the Federal Deposit Insurance Corporation (FDIC). The City receives a detailed collateral report each month.

The TexPool and TexStar funds are collateralized at the entire fund level by the entities that manage the funds.

Upcoming Action

Frost Brokerage:

Continue to review maturing bonds as those funds relate to future cash needs. With a staggered maturity of 90 days, bonds will mature every quarter. We will strongly consider removing the next tranche from our investment portfolio to support payments for the Public Safety facility remodel projects. This would bring nearly $4.4MM to our operating fund.

Baird:

Re-invest bonds maturing within the next 30 days (book value of $1.5MM). Consider re-investment of bonds maturing in the next 90 days (book value of $3.5MM) based on cash flow needs for capital projects.

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: APRIL 15, 2025

AGENDA ITEM NUMBER: CONSENT AGENDA ITEM IV.B.

SUBJECT
CONSENT AGENDA

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: APRIL 15, 2025

AGENDA ITEM NUMBER: REGULAR SESSION ITEM IV.B.1.

SUBJECT
March 18, 2025 City Council Minutes.

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

1.	March 18 2025 City Council Minutes	March 18 2025 City Council Minutes.pdf

KENNEDALE CITY COUNCIL MINUTES

REGULAR MEETING | MARCH 18, 2025 AT 5:30 PM
CITY HALL COUNCIL CHAMBERS | 405 MUNICIPAL DRIVE, KENNEDALE, TX 76060

I. CALL TO ORDER

Mayor Brad Horton called the meeting to order at 5:30 p.m.

A. ROLL CALL

The Mayor and all other members of the City Council were in attendance, thus constituting a quorum.

The City Manager, City Secretary, department directors, and other various staff were also present.

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

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

Place 5 Nevarez offered the invocation, followed by the pledges to the American and Texas flags led by Mayor Pro Tem Michels.

II. PUBLIC COMMENT

The Kennedale City Council welcomes comments from the public. Those wishing to speak must sign in prior to the start of the meeting. Speakers may speak on any topic, whether on the agenda or not. The Kennedale City Council cannot act upon, discuss issues raised or make any decisions at this time. Speakers under citizens' comments shall observe a three-minute time limit. Inquiries regarding matters not listed on this agenda may be referred to staff for research and/or possible future action by the board.

Sara Johnson, 221 Village St., City Council appreciation.
Jennene Fuller, 822 Mansfield-Cardinal Rd. - Trouble hearing workshop meetings.
Bobby Goff, 321 Daleview, funding of infrastructure projects.

III. PRESENTATIONS

A. Mayoral Red Kettle Challenge update and appreciation by the Salvation Army

Presented to the Mayor and Council.

B. 2024 Community Leader Award - Laurie Sanders

City Manager Darrell Hull presented Laurie Sander with the 2024 Community Leader Award.

C. Oath of Office issued to Firefighter Cameron Smith

Fire Chief Eric Peterson issued the Oath of Office to Firefighter Cameron Smith.

D. Oath of Office issued to Police Officer Alejandro Cosme

Police Chief Micheal Holguin issued the Oath of Office to Police Officer Alejandro Cosme.

E. 2024 City of Kennedale Fire Department Annual Report

Fire Chief Eric Peterson presented the 2024 Annual Fire Department report. Mr. Peterson provided an overview to the Council and those in attendance of the department, including the vision and core values of the department. Chief Peterson reviewed current staffing levels within the department as well as the current apparatus that is being used to serve Kennedale. Chief Peterson also reviewed the total calls for service within the city, which had decreased minimally within the past year.

Chief Peterson highlighted the response times for the department, which are currently at an average of 04:39 minutes, a reduction of nearly a whole minute from the previous reporting period. Other areas addressed in the reporting included continuing education for fire and EMS personnel, fire prevention programs, new equipment, equipment needs, increased community involvement, and upcoming departmental goals.

Lastly, Chief Peterson reviewed with the Council the upcoming move of the fire department. Chief Peterson advised that some of the administration offices as well as those housed at the current building location would be moved to a temporary building as construction on the new Fire Department begins.

F. 2024 City of Kennedale Police Department Annual Report

Police Chief Michael Holguin presented the City Council with the 2024 Annual Police Department Report, highlighting several key points regarding the department's mission, activities, and achievements throughout the year.

Chief Holguin began by outlining the Mission Statement and Core Values of the department, emphasizing the commitment to service and community safety. He then provided an overview of the department's current staffing levels, which consist of 25 employees, including 4 sergeants, 4 corporals, and 2 detectives, among other staff.

The Chief explained the department's geographic responsibilities, which are organized into areas referred to as "Beats." He also discussed the department's activities in 2024, such as the Accreditation presentation, community outreach with the Kennedale Seniors, and school visits to the Police Department. A notable achievement for the department was the completion of Executive Level Training by several staff members during the year.

Another significant highlight from the presentation was the Kennedale Police Department's recognition of the National Night Out Award. The department placed 2nd in Texas and 6th nationally, underscoring its commitment to community engagement.

Chief Holguin then summarized the department's performance statistics for the 2024 calendar year. He reported a 17.8% decrease in calls for service, a 39.2% increase in self-initiated traffic enforcement, a 49.9% rise in traffic violations, and a 39.3% increase in business checks. Additionally, Chief Holguin shared crime statistics over the past three years, noting a significant decrease in crime rates compared to the previous year.

Looking ahead, Chief Holguin outlined goals for 2025, which include the introduction of a Citizens on Patrol program, critical response training, supervisor training, and other initiatives to further enhance the department's effectiveness and community involvement.

G. 2024 City of Kennedale City Secretary and Human Resources Department Annual Report

City Secretary Bobbie Jo Taylor presented the annual reports for both the Office of the City Secretary and the Human Resources Department.

Ms. Taylor began by addressing a common question she receives in her role: "What is a City Secretary?" She explained that the position of City Secretary is the only role mandated by state law once a city incorporates. In Kennedale, the City Secretary position is required by the City Charter, alongside the City Manager and City Attorney. She further clarified that the City Secretary is responsible for ensuring transparent government, maintaining accessible records, overseeing elections, and managing the official records that preserve both Kennedale's history and its legal integrity.

Ms. Taylor highlighted several key objectives of the City Secretary's Office, including providing accurate and timely information to ensure public access to local government. She also noted a 10% increase in public information requests over the previous year and pointed out the significant number of hours staff dedicates to after-hours meetings. Ms. Taylor discussed the training received by the City Secretary's Office over the past year, which included TABC Training, DOJ rulings, and in-house training on agenda management.

Next, Ms. Taylor provided an update on the Human Resources Department. She informed the council that the HR Director position had been vacant since September 2024, with other Department Directors stepping in to assist. Ms. Taylor explained the core responsibilities of the HR Department, which includes recruitment, employment records, employee relations, compliance with state, federal, and local employment laws, and overseeing the employee onboarding and exit processes. She also reported that the current employee turnover rate stands at 2.74%, attributing this figure to the recent step pay increases received by the Police and Fire Departments over the past year.

IV. REGULAR SESSION

A. <u>REPORTS AND ANNOUNCEMENTS</u>

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

1. Updates from the City of Kennedale Mayor and City Council

The City Council and Mayor gave updates on items of public interest, including new commercial projects in Kennedale, YMCA, City Council Workshop, Chili Cook Off, and the Library Book Sale.

2. Updates from the City of Kennedale City Manager

   a. Infrastructure Update

City Manager Darrell Hull provided an update on several key infrastructure projects currently in progress or expected to begin soon. Mr. Hull announced that both the Basin B Sewer Line and the Hillside Sewer Line projects are expected to start in the near future.

He also highlighted upcoming construction on New Hope, Sweeney Hiett, and Eden Roads, with work anticipated to begin soon. Additionally, Mr. Hull informed the council that updates to the Water Storage Tank are expected to be completed by July.

3. Financial Reports for the City and/or the EDC

Finance Director Jon Horton gave an overview of the City of Kennedale's financials.

B. <u>PUBLIC HEARING WITH ACTION AS NECESSARY</u>

1. Conduct a Public Hearing and consider a proposed zoning change PZ Case #25-01 from "OT-4 – Old Town Sub-District 4" to a "PD-Planned Development" for 409 W Kennedale Pkwy, Block 2, Lot 4A,; 413 W Kennedale Pkwy, Block 2, Lot 4B,; and 429 W Kennedale Pkwy, Block 2, Lot 5R1R, of the Woodlea Acres Addition of the City of Kennedale, Tarrant County, Texas, 76060.

Mayor Horton opened the Public Hearing at 5:53 p.m.

Melissa Ward, 700 Woodlea Lane, spoke in opposition of the zoning change request.

Mayor Horton closed the Public Hearing at 5:56 p.m.

2. Take action to consider a proposed zoning change PZ Case #25-01 from "OT-4 – Old Town Sub-District 4" to a "PD-Planned Development" for 409 W Kennedale Pkwy, Block 2, Lot 4A,; 413 W Kennedale Pkwy, Block 2, Lot 4B,; and 429 W Kennedale Pkwy, Block 2, Lot 5R1R, of the Woodlea Acres Addition of the City of Kennedale, Tarrant County, Texas, 76060.

Community Development Director Nathan Gonzales addressed the Council and presented the staff report regarding a zoning change request. Mr. Gonzales provided a brief overview of the applicant's request and the expectations surrounding the proposed change. He informed the Council that in December 2024, staff met with the prospective buyer and consultants to discuss the property in question. The incoming business, Greenmark Waste Solutions, is a new solid waste company looking to relocate its corporate headquarters to Kennedale. They identified the former Kennedale Campers site as an ideal location due to its large parking spaces, existing offices, and service bays that can be utilized for routine maintenance of their fleet.

Mr. Gonzales confirmed that the proposed use is compatible and consistent with the city's Land Use Plan, Comprehensive Plan, and Future Land Use Plan.

The applicant, Greenmark Waste Solutions, presented exhibits for the Council's review, highlighting an overview of the company. Greenmark Waste Solutions, which was established in 2024, currently employs 12 people. The applicant confirmed they are aware of the city's current plans and believe their proposed development aligns with the city's land use and comprehensive plans.

The Council discussed several concerns with the applicant. Place 2 Kobeck questioned drainage issues on the site and the consistency of the proposed change with the city's Land Use, Comprehensive, and Future Land Use Plans. Place 1 Glover expressed concerns regarding the lack of a buffer between the site and adjacent residential properties.

Further discussions addressed the size of the fleet, hours of operation, potential traffic impact, and the storage of port-a-potties. Place 5 Nevarez asked if other locations in Kennedale had been considered, as the parcel is located close to the downtown area and may not be suitable for industrial use.

Before concluding discussions on the zoning change, Mayor Pro Tem Michels raised concerns about drainage and the potential risk of hazardous chemicals flowing into Lake Arlington.

Place 2 Kobeck motioned to deny a proposed zoning change for PZ Case #25-01, from "OT-4 – Old Town Sub-District 4" to "PD-Planned Development" for the properties located at 409 W. Kennedale Parkway, Block 2, Lot 4A; 413 W. Kennedale Parkway, Block 2, Lot 4B; and 429 W. Kennedale Parkway, Block 2, Lot 5R1R, Woodlea Acres Addition, City of Kennedale, Tarrant County, Texas, 76060.

Mayor Pro Tem Michels seconded the motion.
No opposition, No abstentions
Vote: Motion passed unanimously

C. CONSENT AGENDA

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

1. February 18, 2025 City Council Minutes

2. March 7, 2025 and March 8, 2025 Special City Council Minutes

3. Interlocal Agreement for Shared Library Services between the Cities of Arlington, Kennedale, and Mansfield

4. PZ Case #25- 04 a replat of property located at 124 W 5th St., Lots 7R-1 & 7R-2, Block 43, Original Town of Kennedale, being a revision of Lot 7R, Block 43, Original Town of Kennedale, Kennedale, Tarrant County, Texas.

5. PZ Case #25- 05 a replat of property located at 110 Caylebaite, Lot 13R, Block 49, Original Town of Kennedale, being a revision of Lots 13, 14, 15, 16, Block 43, Original Town of Kennedale, Kennedale, Tarrant County, Texas.

6. PZ Case 25-06 a Final Plat of property located at 600 W Kennedale Parkway, Lot 8R, Block 1, Woodlea Acres, being a replat of Lot 8, Block 1, Woodlea Acres Addition, being 3.027 acres of land situated in the Jacob Prickett Survey Abstract No. 1225, City of Kennedale, Tarrant County, Texas.

Mayor Pro Tem Michels made a motion to approve the consent agenda.

Place 1 Glover seconded the motion.
No opposition, No abstentions
Vote: Motion passed unanimously

D. ITEMS FOR INDIVIDUAL CONSIDERATION, DISCUSSION AND/OR ACTION

V. EXECUTIVE SESSION

IN ACCORDANCE WITH CHAPTER 551 OF THE TEXAS GOVERNMENT CODE. If, during the course of the meeting and discussion of any items covered by this notice, the Kennedale City Council determines that a Closed or Executive session of the Board is required, then such closed meeting will be held as authorized by Texas Government Code, Chapter 551, Section 551.071 consultation with counsel on legal matters; Section 551.074 personnel matters (1) to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or (2) to hear a complaint or charge against an officer or employee. (b) Subsection (a) does not apply if the officer or employee who is the subject of the deliberation or hearing requests a public hearing. Section 551.072 - deliberation regarding purchase, exchange, lease or value of real property; Section 551.073 - deliberation regarding a prospective gift; Section 551.087 - deliberation regarding economic development negotiation; Section 551.089 - deliberation regarding security devices or security audits, and/or other matters as authorized under the Texas Government Code. If a Closed or Executive Session is held in accordance with the Texas Government Code as set out above, the Kennedale City Council will reconvene in Open Session in order to take action, if necessary, on the items addressed during Executive Session.

A. PURSUANT TO SECTION 551.087 - to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations.

1. Prospective 380 Agreements

2. 113 W. Kennedale Parkway - Current Dollar General Location

B. PURSUANT TO SECTION 551.074 - Personnel Matters, certain deliberations about officers and employees of the governmental body to be held in executive session.

1. Planning and Zoning Commission Place 2

Place 2 Kobeck motioned to ajourn into Executive Session at 8:37 p.m.

Mayor Pro Tem Michels seconded the motion.
No opposition, No abstentions
Vote: Motion passed unanimously

VI. RECONVENE INTO OPEN SESSION, AND TAKE ANY ACTION NECESSARY PURSUANT TO EXECUTIVE SESSION

Mayor Horton adjourned from Executive Session at 9:13 p.m.

Place 1 Glover motioned to remove Kevin Guo from the Planning and Zoning Commission.

Place 2 Kobeck seconded the motion.
No opposition, No abstentions
Vote: Motion passed unanimously

VII. ADJOURNMENT

Place 2 Kobeck motioned to adjourn at 9:14 p.m.

Place 1 Glover seconded the motion.
There being no further business, Mayor Horton adjourned the meeting.

APPROVED:

MAYOR BRAD HORTON

ATTEST:

CITY SECRETARY BOBBIE JO TAYLOR

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: APRIL 15, 2025

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

SUBJECT
Interlocal Agreement for Administrative Costs Funding for Section 5310 between the Fort Worth Transportation Authority and the City of Kennedale.

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

1.	TCTS ILA Kennedale 2025	TCTS ILA Kennedale 2025.doc
2.	TCTS Kennedale Ridership Oct 2023 to Nov 2024	TCTS Kennedale Ridership Oct 2023 to Nov 2024.pdf

FWTA Interlocal Agreement No. _______
City Contract No. _______

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

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

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

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

WHEREAS, the Texas Department of Transportation (TxDOT) asked Trinity Metro to develop and implement a Section 5310 Tarrant County Transportation Services (TCTS) program for otherwise underserved communities in Tarrant county; and

WHEREAS, Trinity Metro has been awarded the grant for this area and the City of Kennedale is contributing a total of $1,288.00 towards the administrative costs of the Section 5310 service (TCTS) for the period from January 1, 2025 through December 31, 2025; and

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

Now, therefore, the parties pursuant to City of Kennedale action and Trinity Metro action, agree as follows:

1. This program is called Tarrant County Transportation Services (TCTS). This transportation is provided for a variety of purposes such as medical appointments, shopping, recreation, school or work. The City of Kennedale will be allocated one day (Tuesday), each week as their primary designated day for transportation. On that day, all available vehicles will be provided for service to qualified Kennedale residents. On the remaining days of the week, rides are available subject to the priority requests from other cities on a first-come basis.

2. Each party represents to the other that the delegated costs of the project under the Agreement, as well as any payments made by it pursuant to this Agreement, will be made from current revenues and/or specified grant funds. Further, each Party warrants and represents to the other party that each Party has been authorized by its respective governing body to do so. Each party further represents and warrants to the other Party that any renewal of, deletion, or change to this Agreement will be in writing and authorized by its respective governing body.

3. Trinity Metro will administer transportation services to the citizens of the City of Kennedale under the program known as Tarrant County Transportation Services from January 1, 2025 through December 31, 2025.

4. Trinity Metro will administer demand responsive transportation services for the seniors and persons with disabilities of Kennedale according to the federal requirements of the Section 5310 grant and according to the relevant State of Texas statutes.

5. The City of Kennedale will pay the authorized amounts to Trinity Metro within 30 days of receipt of invoice. The payment will be for the period from January 1, 2025 through December 31, 2025.

6. Trinity Metro will provide access upon request to the Section 5310 records to the City of Kennedale.

7. Parties will comply with all applicable State of Texas and federal statutes and regulations as required by their status as a federal grantee and transit authority of the State of Texas, and federal grantee and municipality of the State of Texas, respectively.

8. The term of this agreement will begin January 1, 2025 and end December 31, 2025.

9. The City of Kennedale will be considered a participating community and the qualifying residents of Kennedale will be entitled to ride TCTS for a one-way trip fare of $2.50.

CITY OF KENNEDALE, TEXAS	FORT WORTH TRANSPORTATION AUTHORITY:
By: ___________________________	By: ______________________________
Mayor	Richard Andreski
	President & CEO

ATTEST:

____

APPROVED AS TO FORM:

____

City Attorney
City of Kennedale, Texas

Tarrant County Transportation Service
City of Kennedale
October 2023 - Nov 2024

	Month	Trips	Cost
FY2024	Oct 2023	11	$497.64
	Nov	23	$1,040.52
	Dec	22	$995.28
	Jan 2024	25	$1,131.00
	Feb	33	$1,492.92
	Mar	38	$1,719.12
	Apr	35	$1,583.40
	May	18	$814.32
	June	24	$1,085.76
	July	32	$1,447.68
	Aug	30	$1,357.20
	Sept	26	$1,176.24
	Total	**317**	**$14,341.08**
FY2025	Oct 2024	31	$1,446.77
	Nov	32	$1,493.44

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: APRIL 15, 2025

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

SUBJECT
Amended Minutes of the March 7th and March 8th Special City Council Meeting.

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

1.	March 7th and March 8th Special City Council Minutes	March 7th and March 8th Special City Council Minutes.pdf

KENNEDALE CITY COUNCIL MINUTES

SPECIAL MEETING | MARCH 7 & 8, 2025 AT 9:00 AM
CITY HALL COUNCIL CHAMBERS | 405 MUNICIPAL DRIVE, KENNEDALE, TX 76060

I. MARCH 7, 2025 CALL TO ORDER - 9:00 A.M.

Mayor Brad Horton called the meeting to order at 9:00 a.m.

A. ROLL CALL

The Mayor and all other members of the City Council were in attendance, thus constituting a quorum.

The City Manager, City Secretary, and other various staff were also present.

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

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

Place 5 Nevarez offered the invocation, followed by the Pledges to the American and Texas flags led by Mayor Pro Tem Michels.

II. PUBLIC COMMENT

The Kennedale City Council welcomes comments from the public. Those wishing to speak must sign in prior to the start of the meeting. Speakers may speak on any topic, whether on the agenda or not. The Kennedale City Council cannot act upon, discuss issues raised or make any decisions at this time. Speakers under citizens' comments shall observe a three-minute time limit. Inquiries regarding matters not listed on this agenda may be referred to staff for research and/or possible future action by the board.

No public comments.

III. REGULAR SESSION

A. ITEMS FOR INDIVIDUAL CONSIDERATION, DISCUSSION AND/OR ACTION

1. Discuss and take action on the approval of the CDBG Waterline Improvements for North Road.

City Staff and the council discussed the application for grant funding. The City of Kennedale was awarded $170,000.00 from the Tarrant County 2024 Community Development Block Grant Program. The funding has been provided to upgrade a 6" asbestos cement waterline to an 8" PVC along North Road for about 1,250 LF. Staff advised that the most favorable bidder was EGW Services, with a base bid of $298,400.75.

Place 5 Nevarez made a motion to approve the CDBG Waterline Improvements for North Road and to authorize Tarrant County to award the contract to EGW Services in the amount of $298,400.75 with the city's contribution of $145,399.75.

Place 1 Glover seconded the motion.
No opposition, No abstentions
Vote: Motion passed unanimously

2. Discuss and take action on approval of Amendment No. 1 for T4 Ground Storage Water Tank.

The council discussed with staff approvals for the replacement of the T4 ground storage water tank, located at 751 Caruthers Lane. Staff advised that Texas Aquastore was chosen after requests for proposals were submitted as the contractor to upgrade the 0.5MG tank to a 0.75MG for $963,919.00. Texas Aquastore however did not include the costs for piping, tank demolition, site grading, foundation removal and replacement, tank inspection/testing, permitting, and engineering in the proposal. Staff advised that Amendment No.1 submittal would address these unaccounted-for construction items.

Place 1 Glover made a motion to approve Amendment No. 1 for T4 Ground Storage Water Tank..

Mayor Pro Tem Michels seconded the motion.
No opposition, No abstentions
Vote: Motion passed unanimously

3. Discuss and take action to authorize an agreement for new construction in Town Center.

City Manager Hull presented an agreement to the council to address new construction in Town Center. The council discussed the current contract with Hughes Commercial and the Kenendale EDC. Staff advised that in order to finance any construction in Town Center Hughes Commercial is required to seek approval by council action.

Place 5 Nevarez made a motion authorize an agreement for new construction in Town Center.

Place 1 Glover seconded the motion.
Place 2 Kobeck and Place 4 Gary opposed, No abstentions
Vote: 3-2 Motion carried

IV. WORK SESSION - CITY COUNCIL RETREAT

A. To establish City Council Priorities, Goals, and Vision for the City of Kennedale.

The City Council and City Mananger held a planning retreat with Mr. Alan E. Sims. The council discussed Kenendale's values and recognized the importance of establishing values for the city. The Council also worked to implement a vision for the city and set a strategic plan.

V. ADJOURN UNTIL MARCH 8, 2025 - 9:00 A.M.

Mayor Horton adjourned the meeting at 3:10 p.m.

VI. MARCH 8, 2025 CALL TO ORDER - 9:00 A.M.

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

A. ROLL CALL

The Mayor and all other members of the City Council were in attendance, thus constituting a quorum.

The City Manager and City Secretary were also present.

VII. PUBLIC COMMENT

The Kennedale City Council welcomes comments from the public. Those wishing to speak must sign in prior to the start of the meeting. Speakers may speak on any topic, whether on the agenda or not. The Kennedale City Council cannot act upon, discuss issues raised or make any decisions at this time. Speakers under citizens' comments shall observe a three-minute time limit. Inquiries regarding matters not listed on this agenda may be referred to staff for research and/or possible future action by the board.

No public comments.

VIII. WORK SESSION - CITY COUNCIL RETREAT

A. Continuation of discussion on City Council Priorities, Goals, and Vision for the City of Kennedale.

The council continued discussion with Facilitator Sims regarding setting priorities, goals, and a vision for the City of Kennedale.

IX. ADJOURN

Place 5 Nevarez motioned to adjourn at 1:20 p.m.

Place 1 Glover seconded the motion.
There being no further business, Mayor Horton adjourned the meeting.

APPROVED: **ATTEST:**

MAYOR BRAD HORTON *CITY SECRETARY BOBBIE JO TAYLOR*

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: APRIL 15, 2025

AGENDA ITEM NUMBER: INDIVIDUAL CONSIDERATION ITEM IV.C.

SUBJECT
ITEMS FOR INDIVIDUAL CONSIDERATION, DISCUSSION AND/OR ACTION

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: APRIL 15, 2025

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

SUBJECT
Discuss and take action on the approval of the independent auditor's Annual Comprehensive Financial Report (ACFR) for the Fiscal Year ended September 30, 2024" by Forvis Mazars LLP. - Action Item

ORIGINATED BY
Jonathan Horton, Finance Director

SUMMARY
Our independent auditors, Forvis Mazars, LLP, will discuss our FY24 ACFR.

RECOMMENDATION
Approve

ATTACHMENTS

1.	Kennedale Final Audit Presentation - FY24	Kennedale Final Audit Presentation - FY24.pdf

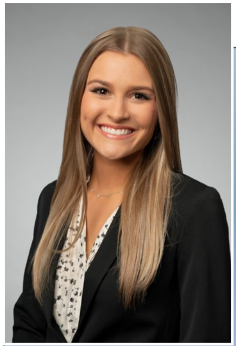
FY2024 Audit Presentation to City Council

City of Kennedale, Texas

Introductions

Dan Barrón, CPA

Partner & Engagement Executive



Kelsey Blackshear, CPA

Senior Associate/In Charge

Dan.Barron@us.forvismazars.com

Kelsey.Blackshear@us.forvismazars.com

Audit Scope and Results

REPORT	RESULTS
City of Kennedale, TX - ACFR	Unmodified “Clean” Opinions
Kennedale Economic Development Corporation	Unmodified “Clean” Opinions

Audit Scope and Results (cont.)

Qualitative Aspects of Significant Accounting Policies and Practices

- Significant Accounting Policies
  - The City's significant accounting policies are described in *Note 1* of the audited financial statements.
- Unusual Policies or Methods
  - No matters are reportable
- Alternative Accounting Treatments
  - No matters are reportable

Audit Scope and Results (cont.)

Qualitative Aspects of Significant Accounting Policies and Practices (continued)

- Management Judgments and Accounting Estimates
  - Accounts receivable and related allowance for uncollectible accounts
  - Net pension liability and related deferred inflows and outflows of resources
  - Total other postemployment benefits (OPEB) liability and related deferred inflows and outflows of resources
  - Depreciation
  - Key estimates related to leases and SBITAs – discount rate, term, and payments
- Financial Statement Disclosures
  - Revenue recognition
  - Net pension liability
  - Net OPEB liability
  - Leases & Subscription Based Information Technology Arrangements

Audit Scope and Results (cont.)

Qualitative Aspects of Significant Accounting Policies and Practices (continued)

- Auditor’s Judgments About the Quality of the City’s Accounting Principles
  - No matters are reportable

Other Communications

- Significant Issues Discussed with Management During the Audit Process
  - No matters are reportable
- Disagreements with Management
  - No matters are reportable.

Audit Scope and Results (cont.)

Audit Adjustments

- Adjustments to convert from modified accrual to full accrual-basis of accounting – outsourced to Forvis Mazars
- Adjustments related to GASB Statements 68, 75, 87, and 96 – outsourced to Forvis Mazars
- Miscellaneous adjustments for report presentation – outsourced to Forvis Mazars
- Various year-end entries to properly state items in cash, investments, debt, capital assets, and accounts payable

Audit Results

- No material weaknesses in internal control over financial reporting

Audit Scope and Results (cont.)

GFOA Achievement

- The City of Kennedale, TX recently received a Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association of the United States and Canada (GFOA) for their fiscal year 2023 Annual Comprehensive Financial Report. The City believes their current report continues to conform to the Certificate of Achievement program requirements and will be submitting it to GFOA for consideration in the coming weeks.

Future Pronouncements and Other Matters

Accounting Updates - GASB Statement No. 101, *Compensated Absences*

Summary	Potential Impact
• Updates the recognition and measurement guidance for compensated absences under a unified model. • Defines compensated absences and requires that liabilities be recognized in financial statements prepared using the economic resources measurement focus for leave that has not been used and leave that has been used but not yet paid or settled. • Liability for compensated absences should be accounted for and reported on a basis consistent with governmental fund accounting principles for financial statements prepared using the current financial resources measurement focus. • GASB 101 is effective for the City's 2025 fiscal year. Earlier application is encouraged.	• GASB 101 amends the existing requirement to disclose the gross increases and decreases in a liability for compensated absences to allow governments to disclose only the net change in the liability (as long as they identify it as a net change). • No longer required to disclose which governmental funds typically have been used to liquidate the liability for compensated absences. • The changes adopted at transition to conform to the provisions of GASB 101, should be reported as a change in accounting principle in accordance with GASB 100, including the related display and disclosure requirements

Accounting Updates - GASB Statement No. 102, *Certain Risk Disclosures*

Summary

- This statement requires governments to disclose information about certain concentrations or constraints that could affect services provided or the ability to meet obligations as they come due.
- The statement includes four nonauthoritative examples of concentrations and constraints, including a financial resource provider, collective bargaining, mandated spending, and an employer concentration.
- GASB 102 is effective for the City's 2025 fiscal year. Earlier application is encouraged.

Potential Impact

- GASB 102 requires the notes to financial statements to disclose information in sufficient detail to enable users of financial statements to understand the nature of the circumstances disclosed and the government's vulnerability to the risk of a substantial impact, including descriptions of the following:
  - The concentration or constraint
  - Each event associated with the concentration or constraint that could cause a substantial impact if the event had occurred or had begun to occur prior to the issuance of the financial statements
  - Actions taken by the government prior to the issuance of the financial statements to mitigate the risk.

Accounting Updates - GASB Statement No. 103, *Financial Reporting Model Improvements*

Summary

- Objective is to improve key components of the financial reporting model to enhance its effectiveness in providing information that is essential for decision making and assessing a government's accountability
- Will standardize the presentation for various matters within governmental financial statements
- GASB 103 is effective for the City's 2026 fiscal year. Earlier application is encouraged.

Potential Impact

- GASB 103 will have an impact on the following areas:
  - management's discussion and analysis,
  - unusual or infrequent items,
  - the definitions and presentation of operating and nonoperating revenues and expenses in enterprise funds,
  - presentation of major component units,
  - presentation of budgetary information,
  - and financial trends information within the statistical section of separately issued financial reports.

Accounting Updates - GASB Statement No. 104, *Disclosure of Certain Capital Assets*

Summary

- Objective is to provide users of governmental financial statements with essential information about certain types of capital assets.
- This statement requires certain types of capital assets to be disclosed separately in the capital asset note disclosures.
- GASB 104 is effective for the City's 2026 fiscal year. Earlier application is encouraged.

Potential Impact

- GASB 104 will have an impact on the following capital assets:
  - Lease assets,
  - Intangible right-to-use assets,
  - Subscription assets,
  - Intangible assets other than those three types,
  - Capital asses held for sale

forvis mazars

Other Matters

Meeting the Increasing Challenges of Cybersecurity

- Cybersecurity Risk Assessment
  - Identifies possible threats to organizations and can help determine how well the organization can prevent, detect and respond to cyber-attacks
  - Addresses cybersecurity risk in the context of business risk and uses generally accepted frameworks
- State of Texas Cybersecurity Awareness Training – annual basis – must be completed by August 31st each year for all Council Members

forvis mazars

Questions?

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: APRIL 15, 2025

AGENDA ITEM NUMBER: REGULAR SESSION ITEM IV.C.2.

SUBJECT
Discuss and Take Action on a Proposed Budget Amendment. - Action Item

ORIGINATED BY
Jonathan Horton, Finance Director

SUMMARY
Proposed amendments to the General (01), Police Seizure (31), and Water Impact (61) Funds.

RECOMMENDATION
Approve
General Fund (01):
The most significant driving factor is implementation timing. While prepping the Fiscal Year (FY) 25 budget we worked under the impression our implementation would be complete by the end of FY24. Therefore, the FY25 budget did not include setup fees. The core financial module was live at the beginning of FY25, but Project Accounting (Finance), Municipal Justice (Court), Human Resources Management, and MyCivic (My Kennedale app) was not.
Court: Along with conversion timing, another difference is the addition of Data Conversion Services. This became necessary to bring over 190,000 documents into Tyler Municipal Justice.
Multiple/Non-Departmental: We are asking for $30,000 to transition our IT platform to the Cloud. This includes a one-time integration charge of $11,500 and the additional monthly charge of $3,525.40 for the remaining five months of FY25. Benefits of moving to the cloud include advanced security features such as phishing protection, spam filtering, multifactor authentication, and password synchronization, an identity provider that will streamline access to cloud-based applications such as WatchGuard and Tyler ERP Pro 10, additional apps for project planning, and a shift to place Office apps on an update schedule with an operational expense versus upgrading with a capital expense.
Public Works: To increase visibility and the safety of our roadways, we are asking for $50K for a minimum of five streetlights.
Fire Department: Half-ton pickup for the Fire Captain: $95,000 total cost. $55,000 is for the base vehicle (four wheel drive truck with crew cab) with the remainder for emergency lighting, bed cover with side compartments, pullout tray for equipment, and other electronic equipment necessary for emergency response command operations.
Mayor and Council: $12,000 for the Council Retreat conducted in March.

Police Seizure Fund (31):
This fund is a cash balance fund, meaning we authorize spending based on the cash balance of the fund. Our cash balance on 3/31/2025 was $22,487. Accordingly, we wish to increase the budgeted expenditure amount in 31-5280-06-01 to $20,000. This to cover rifles, retrofitting vehicles with storage compartments, retrofitting vehicles with bullet-resistant windshields, or other equipment needs as determined by the Department.

Water Impact Fund (61):
The City of Fort Worth (CFW) completed a reconciliation for FY19-FY23, with review from the City of Kennedale, and has determined the City of Kennedale owes $98,920.51 for impact fees that should have been directed to CFW. The bulk of this comes from FY21 where the amount due is $94,385.28. The March 31st cash balance of this fund was $103,664.

ATTACHMENTS

1.	Budget Amendment Ordinance	Budget Amendment Ordinance.pdf

ORDINANCE NO. 781

AN ORDINANCE OF THE CITY OF KENNEDALE, TEXAS AMENDING THE FISCAL YEAR 2024-2024 ADOPTED BUDGET OF THE CITY OF KENNEDALE, TEXAS; PROVIDING FOR THE INCORPORATION OF PREMISES; FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025; PROVIDING A SAVINGS AND REPEALER CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City of Kennedale, Texas Fiscal Year 2024-2025 Budget was adopted within the time and in the manner required by State Law; and

WHEREAS, the City Council of the City of Kennedale, Texas hereby finds and determines that it is prudent to amend specific line items due to the integration timing of software from Tyler Technologies, Inc. (Tyler), to integrate cloud services, and to increase public safety with streetlights and first responder equipment; and

WHEREAS, the City Council of the City of Kennedale, Texas further finds that the amendments, as set for in Exhibit "A," will serve in the public interest and are necessary to support City operations; and

WHEREAS, the City Council of the City of Kennedale, Texas, finds and determines that the change in the Fiscal Year 2024-2025 Budget for the stated municipal purpose serves best interests of the taxpayers, is necessary, and warrants action at this time.

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

SECTION 1

That the above and foregoing premises are true and correct and are incorporated herein and made part hereof for all purposes.

SECTION 2

The City of Kennedale, Texas, Fiscal Year 2024-2025 Budget is hereby amended to correct the items presented in detail in Exhibit "A." This Amendment No. 1 (Exhibit "A") to the original Adopted Budget of the City of Kennedale, Texas, for the Fiscal Year 2024-2025 shall be attached to and made part of the original Adopted Budget by the City Secretary and shall be filed in accordance with State Law. This Ordinance is hereby adopted and shall constitute the first budget amendment that has occurred since October 1, 2024 effective date of the City's Fiscal Year 2024-2025 Budget.

SECTION 3

That this Ordinance shall be cumulative of all other Ordinances of the City affecting the Fiscal Year 2024-2025 Budget of the City and shall not repeal any of the provisions of such Ordinances except in those instances where provisions of those Ordinances are in direct conflict with the provisions of this Ordinance; whether such Ordinances are codified or uncodified, and all other provisions of the Ordinances of the City of Kennedale, Texas, codified or uncodified, not on conflict with the provisions of this Ordinance, shall remain in full force and effect.

SECTION 4

If any section, article, paragraph, sentence, clause, phrase, or word in this Ordinance or application thereof to any person or circumstance is held invalid or unconstitutional by a Court or competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance, and the City Council hereby declares it would have passed such remaining portions of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 5

The City Secretary of the City of Kennedale, Texas, is hereby directed to engross and enroll this Ordinance in the Ordinance Records of the City and to properly record this Ordinance in accordance with the City Charter.

SECTION 6

This Ordinance shall take effect from and after its date of passage, in accordance with law, and it is so ordained.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF KENNEDALE, TEXAS, on the 15th DAY OF APRIL, 2025.

____

Brad Horton, Mayor

Attest:

____

Bobbie Jo Taylor, City Secretary

Approved as to Form and Legality:

____
Carvan Adkins, City Attorney

ORDINANCE NO. 781
EXHIBIT "A"

		FY 2025 Expenditures			
		Approved	Amended	Difference	
Fund	**Account**	**Amount**	**Amount**	**Amount**	
General Fund (01)	01-5445-04-01	$ 11,500	$ 46,900	$ 35,400	Court-Software
	01-5445-05-01	7,870	8,800.00	930.00	HR-Software
	01-5445-07-01	18,500	66,230.00	47,730.00	Finance-Software
	01-5445-90-01	23,527	62,330.00	38,803.00	Non-Departmental-Software and Cloud Services
	01-5480-20-03	13,200	63,200.00	50,000.00	Public Works-Street Lights
	01-5861-10-01	172,055	267,055.00	95,000.00	Fire Department-Vehicle
	01-5525-02-01	3,500	15,500.00	12,000.00	Mayor and Council-Retreat
Total General Fund		$ 250,152	$ 530,015	$ 279,863	
Police Seizure Fund (31)	31-5280-06-01	$ -	$ 22,000	$ 22,000	
Water Impact Fund (61)	61-5597-06-01	$ -	$ 98,920.51	$ 98,920.51	

City of KENNEDALE Texas EST. 1887
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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: APRIL 15, 2025

AGENDA ITEM NUMBER: REGULAR SESSION ITEM IV.C.3.

SUBJECT
Discuss and take action to amend policies on Donations and Eligibility of Public Funds. - Action Item

ORIGINATED BY

SUMMARY
City Council Member Glover requested that the policy on donations and eligibility for public funding be placed on the April agenda for discussion. Mayor Pro Tem Michels seconded the request, and Mayor Horton directed staff to include the item on the agenda.

Mr. Glover made the following recommendations for consideration:

To promote transparency, prevent conflicts of interest, and maintain public trust in government decision-making, the following policy shall apply:

Policy Statement:
Any individual or business entity that makes a financial contribution to a political candidate shall be ineligible to receive public (taxpayer-funded) contracts, grants, subsidies, or other forms of financial assistance from the governmental body in which that candidate holds office, for the duration of the candidate's term.

Purpose:
This policy is intended to ensure that no donor can gain preferential access to public resources and that no public official is unduly influenced by campaign contributions. It reinforces the principle that public funds must be allocated based solely on merit, need, and the public interest — not on political support.

Scope:
- Applies to all elected officials within Kennedale and their campaign committees.
- Includes all campaign donations, whether monetary or in-kind.
- Applies to all forms of public funding, including contracts, development incentives, tax abatements, and grants.

Exemptions:
- Individuals or businesses may still engage in private sector contracts not involving public funds.
- Donations made prior to the candidate filing for office are exempt, provided they are disclosed.

Enforcement and Transparency:
- All donations and public funding applications will be cross-checked and reviewed by an independent ethics or compliance board.
- Violations may result in disqualification from current and future funding opportunities, and potential referral for further investigation.

The following policy was also submitted by Place 1 Glover:

Article 11.01 of 380 Agreement

GIFT TO PUBLIC SERVANT OR TO THE COMPANIES' REPRESENTATIVE
11.01 No Benefit. Each party hereto represents to the other that it has not offered, conferred, or agreed to confer and that it will not offer, confer, or agree to confer in the future any benefit upon an employee or official of the other party. For purposes of this section, "benefit" means anything reasonably regarded as economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include a contribution or expenditure made and reported in accordance with law.

RECOMMENDATION

ATTACHMENTS

City of KENNEDALE Texas EST. 1887
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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: APRIL 15, 2025

AGENDA ITEM NUMBER: REGULAR SESSION ITEM IV.C.4.

SUBJECT
Discuss and take action on a 380-Agreement with MM Hospitality, LLC. - Action Item

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

1.	DRAFT - 380 Agreement - Kennedale - MM Hospitality	DRAFT - 380 Agreement - Kennedale - MM Hospitality.docx

ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN
MM HOSPITALITY, LLC
AND THE
CITY OF KENNEDALE, TEXAS

This Economic Development Agreement ("**<u>Agreement</u>**") is made and entered into by and between the City of Kennedale, a Texas home-rule municipal corporation (the "**<u>City</u>**"), and MM Hospitality, LLC, a Texas limited liability company and/or assigns ("**<u>Company</u>**"). The City and Company may sometimes hereafter be referred to individually as a "party" or collectively as the "parties."

<u>RECITALS</u>

WHEREAS, the Company owns approximately 1.52 acres of land located at 340 Bolen Rd., Kennedale, Texas 76060, at the intersection of Bolen Rd. and Bowman Springs Rd., in the City of Kennedale, as generally depicted on the survey attached as **<u>Exhibit A</u>** (the "**<u>Property</u>**"); and

WHEREAS, the Company is seeking an economic development incentive to develop the Property in accordance with this Agreement, which constitutes a program under Chapter 380 of the Texas Local Gov't Code; and

WHEREAS, the City is authorized by Article III, Section 52-a of the Texas Constitution and Chapter 380 of the Texas Local Gov't Code to provide economic development grants and incentives to promote state and local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, pursuant to this Agreement, the Company agrees to develop the Property for a Comfort Inn, Clarion Pointe, or similar class of three (3) story hotel with approximately sixty-seven (67) rooms and parking, that includes breakfast, swimming pool, outdoor patio area, and fitness center, as generally shown on the attached **<u>Exhibit B</u>** (the "**<u>Project</u>**"); and

WHEREAS, the City also desires to provide the City Grant, as defined or further described in this Agreement, to the Company pursuant to Chapter 380 of the Texas Local Gov't Code in consideration of the Company bringing the Project to the City; and

WHEREAS, the City finds and determines that this Agreement directly enhances and promotes tourism in the convention and hotel industry, and the City Grant is for the construction of a hotel; and

WHEREAS, the City has concluded and hereby finds that this Agreement promotes economic development in the City, and, as such, meets the requirements of Article III, Section 52-a of the Texas Constitution, by assisting in the development and diversification of the economy of the State of Texas and City, by eliminating unemployment or underemployment in the State of Texas and City, and will enhance the City's real property, sales tax, and hotel occupancy tax base, and will enhance business and commercial activity within the State of Texas and City.

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

ARTICLE 1
DEFINITIONS

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the terms defined in this Article have the meanings assigned to them in the Recitals or this Article, and all such terms include the plural as well as the singular.

"Affiliate" of Company means any other person directly controlling, or directly controlled by or under direct common control with the Company. As used in this definition, the term "control," "controlling" or "controlled by" shall mean the possession, directly, of the power either to (a) vote fifty percent (50%) or more of the securities or interests having ordinary voting power for the election of directors (or other comparable controlling body) of the Company, or (b) direct or cause the direction of management or policies of the Company, whether through the ownership of voting securities or interests, by contract or otherwise, excluding in each case, any lender of the Company or any affiliate of such lender.

"Approved Plans" means the plans and specifications relating to the design and construction of the Project, inclusive of any change orders thereto, which comply with all City rules and regulations, and are approved by the City.

"Building Final" means the approval of the final inspection issued by the City certifying a building's compliance with applicable building codes and other laws, and indicating it to be in condition suitable for further construction of interior finish-out for Company, or for its tenant(s).

"Capital Investment" shall mean Company's capitalized costs for the design and construction of the Project (inclusive of all hard and soft costs). Capital Investment does not include the cost of the land or rights-of-way, if any.

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

"City" means the City of Kennedale, Texas.

"City Grant(s)" has the meaning set forth in Article 5 of this Agreement.

"Commencement of Construction" shall mean (i) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction of the Project; (ii) all necessary permits for the construction of Project have been issued by the applicable governmental authorities; and (iii) construction of vertical elements of buildings within the Project has commenced.

"Effective Date" means the date this Agreement is fully executed by the parties.

"Event of Bankruptcy or Insolvency" means the dissolution or termination of a party's existence as a going business, insolvency, appointment of receiver for any part of such party's property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such party and such proceeding is not dismissed within ninety (90) days after the filing thereof.

"Force Majeure" means any act that (i) materially and adversely affects the affected party's ability to perform the relevant obligations under this Agreement or delays such affected party's ability to do so, (ii) is beyond the reasonable control of the affected party, (iii) is not due to the affected party's fault or negligence, and (iv) could not be avoided, by the party who suffers it, by the exercise of commercially reasonable efforts. "Force Majeure" shall include: (a) natural phenomena, such as storms, floods, lightning and earthquakes; (b) wars, civil disturbances, revolts, insurrections, terrorism, sabotage and threats of sabotage or terrorism; (c) transportation disasters, whether by ocean, rail, land or air; (d) strikes or other labor disputes that are not due to the breach of any labor agreement by the affected party; (e) fires; (f) epidemics or pandemics where shut-down of residential construction or the manufacturing of supplies relating thereto has been ordered by a governmental authority; and (g) actions or omissions of a governmental authority (including the actions of the City in its capacity as a governmental authority) that were not voluntarily induced or promoted by the affected party, or brought about by the breach of its obligations under this Agreement or any applicable law or failure to comply with City regulations; provided, however, that under no circumstances shall Force Majeure include any of the following events: (g) economic hardship; (h) changes in market condition; (i) any strike or labor dispute involving the employees of the Company or any Affiliate of the Company, other than industry or nationwide strikes or labor disputes; (j) during construction, weather conditions which could reasonably be anticipated by experienced contractors operating the relevant location; (k) the occurrence of any manpower, material or equipment shortages except as set forth in (f) above; or (l) any delay, default or failure (financial or otherwise) of the general contractor or any subcontractor, vendor or supplier of the Company, or any construction contracts for the Project.

"General Fund Sales Tax Revenues" means the amount of the unrestricted 1% municipal sales and use tax revenues attributable to the Property and collected by the Texas Comptroller of Public Accounts from the sales of goods and services resulting in tax revenues remitted to and actually received by the City.

"Impositions" mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on Company or the Property, or any property or any business owned by Company or within the City.

"Tax Year" shall have the meaning assigned to such term in Section 1.04 of the Texas Tax Code (i.e., the calendar year).

"Taxable Value" shall mean the appraised value of the Property as certified by the Denton Appraisal District, or its successor, for a given Tax Year.

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

ARTICLE 2
TERM

The term of this Agreement shall commence on the Effective Date and shall continue until the parties have fully satisfied all terms and conditions of this Agreement unless sooner terminated as provided herein, but shall automatically terminate upon the expiration of ten (10) years from the Effective Date.

ARTICLE 3
COMPANY OBLIGATIONS

3.1 Compliance with Laws. Construction of the Project must be done in accordance with the Approved Plans and all applicable federal, state and local laws, codes, and regulations. Company agrees that before platting the Property it will obtain approval of concept and site plans and any other requirements of the applicable zoning district.

3.2 Regulations Regarding Building Products, Materials, or Methods. The parties find that the Project constitutes an area of architectural importance and significance and the City Council of City hereby designates it as an area of architectural importance and significance for purposes of Chapter 3000 of the Texas Gov't Code (the "**Code**"). In consideration for the mutual covenants and conditions contained herein and pursuant to §3000.002(d) of the Code, Company voluntarily consents to the application of all City rules, charter provisions, ordinances, orders, building codes, and other regulations existing as of the Effective Date, including the applicable zoning district (the "**Regulations**") that govern the use or installation of a building product or material in the construction, renovation, maintenance, or other alteration of a residential or commercial building for the Project, regardless of whether a different building product or material is approved for use by a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building. In addition, Company voluntarily consents to the application of the Regulations that establish a standard for a building product, material, or aesthetic method in construction, renovation, maintenance, or other alteration of a residential or commercial building, regardless of whether the standard is more stringent than a standard for the product, material, or aesthetic method under a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building. The parties agree that: (a) the City will not issue any permits for the Project in violation of this section; (b) the covenants contained within this section constitute a material term of this Agreement; (c) Company's voluntary consent to the application of the Regulations to the Property, as described in this section, constitutes a material inducement for the City to authorize the payments to Company described herein; (d) the covenants contained herein shall run with the land and shall bind Company and all successors and assigns; and (e) this section shall survive termination or expiration of this Agreement.

3.3 Commencement of Construction. Company must achieve Commencement of Construction of the Project no later than ninety (90) calendar days after the Effective Date.

3.4 Building Final and Certificate of Occupancy. No later than eighteen (18) months from the Effective Date of this Agreement, the Company must receive a Building Final and Certificate of Occupancy.

3.5 Property Maintenance. Company, or its Affiliates or assigns, agrees to be responsible for the continuous and perpetual operation and maintenance of the Property and the Company's Property in accordance with all applicable federal, state and local laws, codes, and regulations during the Term of this Agreement.

3.8 Rough Proportionality. The Parties agree that all conveyances, dedications, construction costs and other payments, if any, made by the Company related to the Project are roughly proportional to the need for such improvements created by the development of the Project and Company hereby waives any claim therefore that it may have. The Company further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to the conveyance, dedication, construction costs and other payments, if any, for the Project and any public improvements are related both in nature and extent to the impact of the Project. The Company waives and releases all claims against the City related to any and all rough proportionality and individual determination requirements mandated by Section 212.904, Texas Local Government Code, or the Texas or U.S. constitutions, as well as other requirements of a nexus between development conditions and the projected impact of the Project.

ARTICLE 4
TAXABLE VALUE AND CAPITAL INVESTMENT

4.1 Minimum Taxable Value. The Company's development of the Project must result in a Taxable Value of at least **Seven Million Dollars ($7,000,000)** for the 2027 Tax Year and for every Tax Year thereafter during the Term of this Agreement, and for a period of at least seven (7) years after a Certificate of Occupancy is issued for the hotel. In the event the Taxable Value, less any accumulated depreciation, falls below the minimum amount stated in the preceding sentence for any Tax Year during the term of this Agreement, then the Company shall be subject to the default, notice, and cure provisions of this Agreement.

4.2 Capital Investment. The minimum Capital Investment for the Project shall be **Three Million Dollars ($3,000,000)** as of the date the Project receives a Building Final. The Company shall, within thirty (30) days after receiving a Building Final of the Project deliver to the City Manager copies of invoices, bills, receipts and such other information as may be reasonably requested by City to document compliance with the required Capital Investment for the Project.

ARTICLE 5
CHAPTER 380 PROGRAM GRANTS

5.1 City Grants. As part of the economic development program and in exchange for Company's completion and compliance with the terms and conditions of this Agreement, the City agrees to pay each of the following "City Grant(s)" to the Company from currently available General Fund Sales Tax Revenues, or other lawfully available funds, subject to the following:

(a) Hotel Occupancy Tax Rebate. City Grant payments in an amount equal to (1) one-hundred percent (100%) of the municipal hotel occupancy tax directly generated from the Project and remitted to the City beginning with the first Tax Year after the Certificate of Occupancy is issued for the hotel for a period of five (5) years; and (2) equal to fifty percent (50%) of the municipal hotel occupancy tax directly generated from the Project and remitted to the City in each Tax Year thereafter for a period of two (2) years. The total period of this City Grant incentive shall not exceed seven (7) years beginning with the first Tax Year after the Certificate of Occupancy is issued for the hotel.

(b) Real Property Tax Rebate. City Grant payments in an amount equal to twenty-five percent (25%) of the value of municipal real property tax revenue generated for a particular Tax Year from the Taxable Value of the improved Property, which is allocated to and received by the City for each such Tax Year, and rebated to the Company by the City for a total period not to exceed five (5) years.

(c) City Permit Fees. As an additional City Grant, the City shall reimburse Company for any permit fees charged or paid by the Company as a result of the Development. In the event a permit fee cannot be lawfully reimbursed by the City, then the Company shall repay such fees directly to the City.

5.2 Submission Data for Hotel Occupancy Tax Rebate and Real Property Tax Rebate. Within ninety (90) calendar days after the end of each Tax Year, the Company shall submit to the City a written schedule, certified by the Company as to its accuracy and completeness, detailing the following documentation:

i. At any time after the end of a property Tax Year in which the Company is entitled to the Hotel Occupancy Tax Rebate, a copy of all Texas municipal hotel occupancy tax returns and supporting work papers, including but not limited to, amended reports filed by the Company or its Affiliate showing municipal hotel occupancy tax generated by the Property and actually paid to the State; and

ii. At any time after the end of a property Tax Year in which the Company is entitled to the Real Property Tax Rebate, the Company must submit written certification to the City stating whether or not the Company is compliant with this Agreement, and attach supporting documentation showing that all ad valorem taxes have been paid in full (based upon the certified taxable values for each property Tax Year as determined by the Tarrant County Appraisal District).

5.3 Within thirty (30) days after receipt of (i) the Submission Data required by Section 5.2; and (ii) receipt of the municipal hotel occupancy tax or the real property tax revenue, as applicable, the City shall make the City Grant payments to the Company as provided in Section 5.1(a) and (b).

ARTICLE 6
TERMINATION, OFFSET, AND REPAYMENT

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

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

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

(c) upon written notice by the City, if Company suffers an Event of Bankruptcy or Insolvency; or

(d) upon written notice by the City, if any Impositions owed to City become delinquent and such delinquency has not been cured within thirty (30) days after written notice thereof; or

(e) upon written notice by any party if any subsequent federal or state legislation or any decision of a court of competent jurisdiction renders this Agreement invalid, illegal, or unenforceable.

6.2 Offset. The Company shall not allow the ad valorem taxes owed to the City on any property owned by Company and located within the City to become delinquent beyond the last day ad valorem taxes can be paid without assessment of penalty. The City may at its option, and after delivering written notice to Company of its intent to do so, increase any amounts due and payable to the City under this Agreement to recover any delinquent debt (including taxes) lawfully due to City, regardless of whether or not the debt due to the City has been reduced to judgment by a court.

6.3 Repayment. In the event this Agreement is terminated by the City pursuant to Section 5.1(b)-(e), Company shall immediately refund the City Grants to the City, as applicable, and shall pay to the City an amount equal to the remaining annual payments due to the City, plus interest at the rate of interest periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by City) as its prime or base commercial lending rate, which shall accrue from the Effective Date until paid.

ARTICLE 7
INDEMNIFICATION

CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE ACTS OR OMISSIONS OF THE COMPANY OR ITS CONTRACTORS PURSUANT TO THIS AGREEMENT. COMPANY HEREBY WAIVES ALL CLAIMS AGAINST CITY AND ITS COUNCIL, DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO AS THE "CITY REPRESENTATIVES") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE (OTHER THAN THE SOLE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL ACT OF THE CITY REPRESENTATIVES) ARISING FROM THE ACTS OR OMISSIONS OF THE COMPANY OR ITS CONTRACTORS PURSUANT TO THIS AGREEMENT. COMPANY DOES HEREBY INDEMNIFY AND SAVE HARMLESS THE CITY REPRESENTATIVES FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON, OR DAMAGE TO OR LOSS OF PROPERTY ARISING FROM COMPANY'S BREACH OF ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, OR BY REASON OF ANY ACT OR OMISSION ON THE PART OF COMPANY, ITS OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUB-CONTRACTOR(S), LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS IN THE PERFORMANCE OF THIS AGREEMENT (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO THE SOLE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL ACT OF THE CITY REPRESENTATIVES). NOTWITHSTANDING THE FOREGOING, IN THE EVENT OF JOINT OR CONCURRENT NEGLIGENCE OF BOTH THE CITY REPRESENTATIVES AND COMPANY, THE RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY REPRESENTATIVES AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS SECTION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND THEIR RESPECTIVE SUCCESSORS AND PERMITTED ASSIGNS AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. THE COMPANY'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY COMPANY UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE 8
ACCESS TO PUBLIC INFORMATION

Notwithstanding any other provision to the contrary in this Agreement, all information, documents, and communications relating to this Agreement may be subject to the Texas Public Information Act and any opinion of the Texas Attorney General or a court of competent jurisdiction relating to the Texas Public Information Act. In addition to the foregoing sentence, the

City shall submit to the comptroller the information as required by Texas Local Gov't Code Sec. 380.004, and any other information the comptroller considers necessary to operate and update the database described by Section 403.0246, Government Code. Upon the City's request, Company agrees to provide the City access to contract documents, invoices, receipts, records, and reports to verify Company's compliance with this Agreement.

ARTICLE 9
GOVERNMENTAL FUNCTIONS AND IMMUNITY

The parties hereby acknowledge and agree that the City is entering into this Agreement pursuant to its governmental functions and that nothing contained in this Agreement shall be construed as constituting a waiver of the City's police power, legislative power, or governmental immunity from suit or liability, which are expressly reserved to the extent allowed by law. The parties agree that this is not an Agreement for goods or services to the City. To the extent a Court of competent jurisdiction determines that the City's governmental immunity from suit or liability is waived in any manner, or that this Agreement is subject to the provisions of Chapter 271 of the Texas Local Gov't Code, as amended, the City's immunity from suit may be waived only as set forth in Subchapter I of Chapter 271, Texas Local Gov't Code. Further, the parties agree that this Agreement is made subject to all applicable provisions of the Texas Civil Practice and Remedies Code, including but not limited to all defenses, limitations, and exceptions to the limited waiver of immunity from liability provided in Chapter 101 and Chapter 75.

ARTICLE 10
GENERAL PROVISIONS

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

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

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

10.4 Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the transaction contemplated herein.

10.5 Amendment. This Agreement may only be amended, altered, or revoked by written instrument signed by the parties.

10.6 Successors and Assigns.

(a) This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns.

(b) Company may assign all or part of its rights and obligations under this Agreement to a non-Affiliate only upon prior written approval of the City. However, this Agreement may be assigned by Company to: (i) its Affiliate without consent by the City, if Company provides to City with at least forty-five (45) days' prior written notice thereof and such assignee assumes in writing the obligations and liabilities of such transferring Affiliate in a form reasonably approved by City; and (ii) to third-parties providing loans to Company as collateral for such loans; provided, however, the assignment of this Agreement as collateral shall not be construed as creating any debt of the City within the meaning of any constitutional or statutory provision, and the City shall not be required to subordinate its rights or obligations under this Agreement to any financial institution, or to any other third-party providing loans to Company.

10.7 Notice. Any notices or other communications required or permitted by this Agreement shall be in writing and delivered personally, or by messenger or a nationally recognized overnight courier service, or alternatively, shall be sent by United States certified mail, return receipt requested. The effective date of any notice shall be (i) if by personal delivery, messenger or courier service, the date of delivery of the notice, or (ii) if mailed, on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as undeliverable, as the case may be. The parties hereby designate the addresses set forth below as their respective notice addresses under this Agreement.

COMPANY:	______________________________ ______________________________ ______________________________ Attn:
With a copy to:	______________________________ ______________________________ ______________________________ Attn:
CITY:	City of Kennedale, Texas 405 Municipal Drive Kennedale, Texas 76060 Attn: Darrell Hull, City Manager
With a copy to:	Taylor, Olson, Adkins, Sralla & Elam, LLP 6000 Western Place, Suite 200 Fort Worth, Texas 76107 Attn: Dean Roggia

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

10.9 Applicable Law/Venue. The substantive laws of the State of Texas (and not its conflicts of law principles) govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation its validity, interpretation, construction, performance and enforcement. Mandatory and exclusive venue for any action arising out of, or relating to, this Agreement must be in a court of competent jurisdiction in Tarrant County, Texas.

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

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

10.12 No Joint Venture. The provisions of this Agreement are not intended to create, nor will they be in any way interpreted or construed to create a joint venture, partnership, or any other similar relationship between the parties.

10.13 Force Majeure. If any party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder (other than the payment of money) by reason of Force Majeure, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, provided that the foregoing shall not be applicable to any payment obligation of any party under this Agreement.

10.14 Attorney's Fees. If either party employs an attorney or attorneys to enforce any of the provisions hereof, or to recover damages for the breach of this Agreement, the non-prevailing party in any final judgment or award agrees to pay the other party all reasonable costs, charges and expenses, including reasonable attorneys' fees and costs of court, expended or incurred in connection therewith.

10.15 Limitation of Liability. The parties further agree that no party will be liable to any other party under this Agreement for special, consequential (including lost profits), or exemplary damages.

10.16 Undocumented Workers. Company covenants and certifies that it does not and will not knowingly employ an undocumented worker as that term is defined by Section 2264.001(4) of the Texas Government Code. In accordance with Section 2264.052 of the Texas Government Code, if Company is convicted of a violation under 8 U.S.C. Section 1324a (f), Company shall repay to the City the full amount of all payments made under this Agreement, plus ten percent (10%)

interest per annum from the date such payment was made until the date of full repayment. Repayment shall be paid within one hundred twenty (120) days after the date Company receives a notice of violation from the City.

10.17 City Council Approval. This Agreement is not valid unless first authorized by the City Council of the City of Kennedale.

10.18 Gift to Public Servant. The City may terminate the Agreement immediately if the Company has offered or agreed to confer any benefit upon a City employee or official that the City employee or official is prohibited by law from accepting.

10.19 Texas Boycott Prohibitions. To the extent required by Texas law, Company verifies that: (1) It does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined in Texas Government Code § 2274.001, and that it will not during the term of the Contract discriminate against a firearm entity or firearm trade association; (2) It does not "boycott Israel" as that term is defined in Texas Government Code § 808.001 and 2271.001, and it will not boycott Israel during the term of the Contract; (3) It does not "boycott energy companies," as those terms are defined in Texas Government Code §§ 809.001 and 2276.001, and it will not boycott energy companies during the term of the Contract; (4) It does not engage in scrutinized business operations with Sudan, Iran, or designated foreign terrorist organization as defined in Texas Government Code, Chapter 2270; and (5) It is not owned by or the majority of its stock or other ownership interest is held or controlled by i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country as defined by Texas Government Code § 2275.0101; or ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; nor is it headquartered in China, Iran, North Korea, Russia, or a designated country.

10.20 380 Grant Limitations. Under no circumstances shall the obligations of the City hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision; provided, however, the City agrees during the term of this Agreement to make a good faith effort to appropriate funds to pay the grant for this Agreement. Further, City shall not be obligated to pay any lienholder, commercial bank, lender, or similar Person or financial institution for any loan or credit agreement made by the Company. None of the obligations of City under this Agreement shall be pledged or otherwise encumbered by the Company in favor of any lienholder, commercial bank, lender, or similar Person, or financial institution. The funds granted by the City under this section shall be derived from any source lawfully available to the City under its charter or other law, other than from the proceeds of bonds or other obligations of the municipality payable from ad valorem taxes.

10.21 Ethics Disclosure. The Company represents that it has completed a TEC form 1295 ("Form 1295") generated by the TEC's electronic filing application in accordance with the provisions of Texas Government Code 2252.908 and the rules promulgated by the TEC. The Parties agree that, with the exception of the information identifying the City and the contract identification number, the City is not responsible for the information contained in the Form 1295. The information contained in the Form 1295 has been provided solely by Company and the City has not verified such information. The City hereby confirms timely receipt of the Form 1295 from the Company pursuant to Section 2252.908, and the City agrees to acknowledge such form with the TEC through its electronic filing application system not later than the 30th day after the receipt of such form.

10.22 No Third-Party Beneficiaries. The City and the Company intend that this Agreement shall not benefit or create any right or cause of action in or on behalf of any third-party beneficiary, or any individual or entity other than the City, the Company or assignees of the Company.

10.23 Full Execution Required. This Agreement will not be binding on any party unless fully executed by all parties.

[Signatures on Following Page]

[REMAINDER OF PAGE LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective as of the last date below, which is the __ day of ____________, 2025.

MM HOSPITALITY, LLC
a Texas limited liability company

By: ___________________________
Name: Mukeshkumar V. Patel
Title: Manager
Date: __________________________

STATE OF TEXAS §
§
COUNTY OF ___________ §

Before me on this day personally appeared Mukeshkumar V. Patel, the Manager of MM Hospitality, LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this ___ day of __________, 2025.

SEAL

____
Notary Public in and for the State of Texas

My Commission Expires:
____

CITY OF KENNEDALE, TEXAS

____
Darrell Hull, City Manager

Date: ______________________________

ATTEST:

____
Bobbie Jo Taylor, City Secretary

EXHIBIT A

The Property

The Property is generally shown below and identified as 340 Bolen Rd., Kennedale, Texas 76060, located at the intersection of Bolen Rd. and Bowman Springs Rd., in the City of Kennedale, Texas:

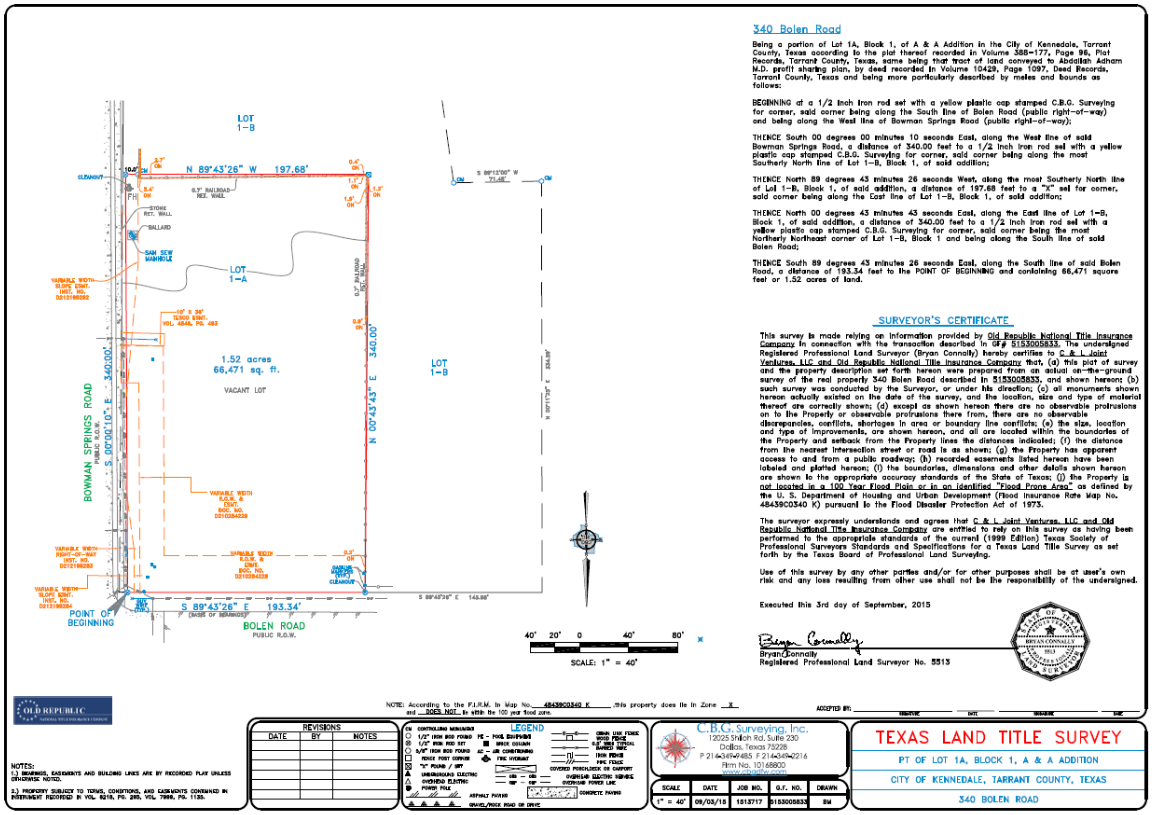

EXHIBIT B

Conceptual Design

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: APRIL 15, 2025

AGENDA ITEM NUMBER: EXECUTIVE SESSION ITEM V.A.

SUBJECT
PURSUANT TO SECTION 551.074 - Personnel Matters, certain deliberations about officers and employees of the governmental body to be held in executive session.

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

City of KENNEDALE Texas
EST. 1887
YOU'RE HERE YOUR HOME

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: APRIL 15, 2025

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

SUBJECT
Planning and Zoning Commission Un-Expired Term Vacancy.

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS