KENNEDALE CITY COUNCIL AGENDA

REGULAR MEETING | OCTOBER 21, 2025 AT 5:30 PM
CITY HALL COUNCIL CHAMBERS | 405 MUNICIPAL DRIVE, KENNEDALE, TX 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. Proclamation for Municipal Court Week

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. Finance Report- Jon Horton

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. September 16, 2025 City Council Minutes
2. 2026 ERCOT Membership Renewal
3. Texas Coalition for Affordable Power (TCAP) Contract

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

1. Approval of Application for Participation in the Local Government Investment Cooperative (LOGIC)
2. Land Purchase at 811 W Kennedale Parkway

3. Consider a resolution to DENY Oncor Electric Delivery Company LLC's proposed increase in revenue and its proposed changes to rates.

4. Animal Control Services, City of Everman- Craig Spencer

5. Storm Water Management Program(SWMP) Professional Services Agreement

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 551.0171 - consultation with the City Attorney pertaining to any matter in which the duty of the City Attorney under the Texas Disciplinary Rules of Professional Conduct may conflict with the Open Meetings Act, including discussion of any item posted on the agenda, legal issues regarding the Open Meetings Act.**
Description: Consult with the City Attorney regarding the Investigation

B. **PURSUANT TO SECTION 551.074 personnel matters (1) to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee;**
Description: Board & Commission Appointments

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

VII. ADJOURNMENT

CERTIFICATION: I DO HEREBY CERTIFY THAT THE OCTOBER 21, 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.

PROCLAMATION

Municipal Court Week
November 03-07, 2025

A RESOLUTION RECOGNIZING THE IMPORTANCE OF MUNICIPAL COURTS, THE RULE OF LAW, AND THE FAIR AND IMPARTIAL ADMINISTRATION OF JUSTICE

Whereas, the Municipal Court of THE CITY OF KENNEDALE, a time honored and vital part of local government, has existed since 1947; and

Whereas, more people, citizens and non-citizens alike, come in personal contact with municipal courts than all other Texas courts combined; and public impression of the Texas judicial system is largely dependent upon the public's experience in municipal court;

Whereas, the City of Kennedale is committed to the notion that our legal system is based on the principle that an independent, fair, and competent judiciary will interpret and apply the laws that govern us and that judges and court personnel should comply with the law and act in a manner that promotes public confidence in the integrity and impartiality of the judiciary;

Whereas, Municipal Judges, marshals, bailiffs and court support personnel have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all, and conform to the standards set by the Canons of Judicial Conduct; and

Whereas, the City Council recognizes that the Constitution and laws of the State of Texas contain procedural safeguards in criminal cases for all defendants, including indigent defendants, and supports the Kennedale Municipal Court in complying with such legal requirements.

Whereas, the Municipal Judges and Clerks continually strive to improve the administration of justice through participation in judicial education programs, seminars, workshops and the annual meetings of their state and local professional organizations.

Therefore, it is most appropriate that we recognize the accomplishments of the 850 Texas Municipal Courts, and salute their critical role in preserving public safety, protecting the quality of life in Texas communities, and deterring future criminal behavior,

Now, I, Brad Horton, Mayor of the City of Kennedale do recognize the week of November 03-07, 2025, as Municipal Court Week, and further extend appreciation to the Kennedale Municipal Judge, the Magistrates, the bailiffs and court support personnel for the vital services they perform and their exemplary dedication to our community. I call upon all residents of Kennedale to join with the City Council in recognizing the vital service they perform and their exemplary dedication to the communities they represent.

IN TESTIMONY, WHEREOF, I have hereunto set my hand and caused the seal of the City of Kennedale, Texas to be affixed this 21st day of October, 2025

____

Mayor, Brad Horton

ATTEST:

____

Barbara Dahl, City Secretary

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

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: OCTOBER 21, 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: OCTOBER 21, 2025

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

SUBJECT
Finance Report- Jon Horton

ORIGINATED BY
Jonathan Horton, Finance Director

SUMMARY
The September update includes the Monthly Financial Report along with the Investment Report for the Quarter Ended September 30, 2025. Both reports are attached.

RECOMMENDATION
No Action Required

ATTACHMENTS

1.	12 September Report for Council	12 September Report for Council.pdf
2.	Quater 4 - September 30, 2025 Signed	Quater 4 - September 30, 2025 Signed.pdf

City of KENNEDALE Texas EST. 1887 YOU'RE HERE YOUR HOME	**CITY OF KENNEDALE** **MONTHLY FINANCIAL REPORT** **Month Ended September 2025** **EXECUTIVE OVERVIEW**

TO	Mayor and Members of City Council Darrell Hull, City Manager
FROM	Jon Horton, Finance Director
DATE	October 21, 2025
SUBJECT	Monthly Financial Report for September 2025

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

Results through September represent 100% of the fiscal year.

GENERAL FUND (01)

◊ Property tax revenues received year-to-date $6,439,164; 103.7% of total budget; prior year receipts through September were 102.2% of budget.
◊ Sales tax revenues received year-to-date $2,560,420.63; 105.8% 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 September were 91.4% of budget.
◊ General Fund expenditures year-to-date $12,277,620; 92.8% of total budget
◊ Fund Balance year-to-date is $4,658,287; 131 days of total budgeted expenditures and transfers out

WATER/SEWER FUND (10)

◊ *Water service sales year-to-date $3,082,868; 92% of budget
◊ *Sewer service sales year-to-date $2,240,480.18; 97% of budget
◊ Utility Billing and Operations expenditures year-to-date $4,609,629; 97.6% of total budget

STORMWATER FUND (07)

◊ *Drainage fees year-to-date $255,653; 91.3% of budget
◊ Stormwater Fund expenditures year-to-date $255,247; 96.5% of total budget
◊ Working Capital year-to-date is $851,061; 1,175 days of total budgeted expenditures and transfers out

EDC FUND (15)

◊ Sales tax revenues received year-to-date $842,953.13; 85.2% 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 $289,556; 93.1% of total budget
◊ EDC Operations expenditures year-to-date $966,055; 71.7% of total budget
◊ *EDC Town Shopping Center expenditures year-to-date $74,726; 27.6% of total budget
◊ Fund Balance year-to-date is $2,465,866; 740 days of total budgeted expenditures and transfers out.

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

This report remains in DRAFT status pending the finalization of year-end closing procedures.

City of Kennedale, TX

Budget Report
Group Summary
For Fiscal: 2024-2025 Period Ending: 09/30/2025

DRAFT

Department;Progra…		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 01 - GENERAL FUND							
Revenue							
00 - REVENUE		12,409,117.00	12,409,117.00	613,211.87	12,716,980.46	307,863.46	102.48%
	Revenue Total:	**12,409,117.00**	**12,409,117.00**	**613,211.87**	**12,716,980.46**	**307,863.46**	**102.48%**
Expense							
01 - CITY MANAGER		378,229.00	378,229.00	29,029.13	351,216.59	27,012.41	92.86%
02 - MAYOR AND COUNCIL		201,950.00	213,950.00	34,512.15	200,513.53	13,436.47	93.72%
03 - CITY SECRETARY		215,458.00	215,458.00	21,515.65	236,971.15	-21,513.15	109.98%
04 - MUNICIPAL COURT		320,764.00	356,164.00	23,913.38	324,024.00	32,140.00	90.98%
05 - HUMAN RESOURCES		210,081.00	211,011.00	24,586.22	193,340.02	17,670.98	91.63%
07 - FINANCE		581,973.00	629,703.00	38,738.32	557,055.71	72,647.29	88.46%
09 - POLICE		3,916,052.00	3,916,052.00	301,844.81	3,791,527.40	124,524.60	96.82%
10 - FIRE		3,353,570.00	3,448,570.00	256,801.86	2,993,817.77	454,752.23	86.81%
12 - COMMUNITY DEVELOPMENT		693,806.00	693,806.00	41,350.12	577,590.94	116,215.06	83.25%
16 - SENIOR CITIZEN CENTER		101,900.00	101,900.00	3,949.91	68,205.45	33,694.55	66.93%
17 - LIBRARY		590,536.00	590,536.00	53,076.90	554,653.44	35,882.56	93.92%
18 - COMMUNICATIONS		23,500.00	23,500.00	792.96	8,576.19	14,923.81	36.49%
20 - PUBLIC WORKS		1,492,428.00	1,542,428.00	150,739.25	1,185,111.17	357,316.83	76.83%
90 - NON DEPARTMENTAL		865,895.00	904,698.00	113,985.59	1,235,016.71	-330,318.71	136.51%
	Expense Total:	**12,946,142.00**	**13,226,005.00**	**1,094,836.25**	**12,277,620.07**	**948,384.93**	**92.83%**
	Fund: 01 - GENERAL FUND Surplus (Deficit):	**-537,025.00**	**-816,888.00**	**-481,624.38**	**439,360.39**	**1,256,248.39**	**-53.78%**
Fund: 02 - GENERAL DEBT SERVICE FUND							
Revenue							
00 - REVENUE		2,906,789.00	2,906,789.00	342,485.68	2,849,860.37	-56,928.63	98.04%
	Revenue Total:	**2,906,789.00**	**2,906,789.00**	**342,485.68**	**2,849,860.37**	**-56,928.63**	**98.04%**
Expense							
21 - DEBT SERVICE		2,603,769.00	2,603,769.00	0.00	2,741,175.19	-137,406.19	105.28%
	Expense Total:	**2,603,769.00**	**2,603,769.00**	**0.00**	**2,741,175.19**	**-137,406.19**	**105.28%**
	Fund: 02 - GENERAL DEBT SERVICE FUND Surplus (Deficit):	**303,020.00**	**303,020.00**	**342,485.68**	**108,685.18**	**-194,334.82**	**35.87%**
Fund: 04 - CAPITAL PROJECTS FUND							
Revenue							
00 - REVENUE		128,200.00	128,200.00	16,923.09	179,847.56	51,647.56	140.29%
	Revenue Total:	**128,200.00**	**128,200.00**	**16,923.09**	**179,847.56**	**51,647.56**	**140.29%**
Expense							
00 - REVENUE		108,265.00	108,265.00	108,265.00	108,265.00	0.00	100.00%
	Expense Total:	**108,265.00**	**108,265.00**	**108,265.00**	**108,265.00**	**0.00**	**100.00%**
	Fund: 04 - CAPITAL PROJECTS FUND Surplus (Deficit):	**19,935.00**	**19,935.00**	**-91,341.91**	**71,582.56**	**51,647.56**	**359.08%**
Fund: 05 - CAPITAL REPLACEMENT FUND							
Revenue							
00 - REVENUE		154,200.00	154,200.00	14,904.95	169,641.89	15,441.89	110.01%
	Revenue Total:	**154,200.00**	**154,200.00**	**14,904.95**	**169,641.89**	**15,441.89**	**110.01%**
Expense							
30 - VEHICLE/COMPUTER REPLACEMENT		79,668.00	79,668.00	1,192.00	29,975.83	49,692.17	37.63%
	Expense Total:	**79,668.00**	**79,668.00**	**1,192.00**	**29,975.83**	**49,692.17**	**37.63%**
	Fund: 05 - CAPITAL REPLACEMENT FUND Surplus (Deficit):	**74,532.00**	**74,532.00**	**13,712.95**	**139,666.06**	**65,134.06**	**187.39%**
Fund: 07 - STORMWATER UTILITY FUND							
Revenue							
00 - REVENUE		311,150.00	311,150.00	3,899.90	294,660.61	-16,489.39	94.70%

Department;Progra…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Revenue Total:	**311,150.00**	**311,150.00**	**3,899.90**	**294,660.61**	**-16,489.39**	**94.70%**
Expense						
35 - STORMWATER UTILITY FEE	264,474.00	264,474.00	21,217.76	255,246.76	9,227.24	96.51%
Expense Total:	**264,474.00**	**264,474.00**	**21,217.76**	**255,246.76**	**9,227.24**	**96.51%**
Fund: 07 - STORMWATER UTILITY FUND Surplus (Deficit):	**46,676.00**	**46,676.00**	**-17,317.86**	**39,413.85**	**-7,262.15**	**84.44%**
Fund: 10 - WATER/SEWER FUND						
Revenue						
00 - REVENUE	14,736,006.00	14,736,006.00	151,789.28	6,852,985.29	-7,883,020.71	46.51%
Revenue Total:	**14,736,006.00**	**14,736,006.00**	**151,789.28**	**6,852,985.29**	**-7,883,020.71**	**46.51%**
Expense						
36 - WATER/SEWER	13,418,387.00	13,418,387.00	206,123.87	5,600,308.32	7,818,078.68	41.74%
90 - NON DEPARTMENTAL	805,185.00	805,185.00	64,846.82	872,163.57	-66,978.57	108.32%
Expense Total:	**14,223,572.00**	**14,223,572.00**	**270,970.69**	**6,472,471.89**	**7,751,100.11**	**45.51%**
Fund: 10 - WATER/SEWER FUND Surplus (Deficit):	**512,434.00**	**512,434.00**	**-119,181.41**	**380,513.40**	**-131,920.60**	**74.26%**
Fund: 12 - COURT SECURITY FUND						
Revenue						
00 - REVENUE	9,235.00	9,235.00	616.67	9,094.17	-140.83	98.48%
Revenue Total:	**9,235.00**	**9,235.00**	**616.67**	**9,094.17**	**-140.83**	**98.48%**
Expense						
00 - REVENUE	-26,570.00	-26,570.00	0.00	22,598.93	-49,168.93	-85.05%
Expense Total:	**-26,570.00**	**-26,570.00**	**0.00**	**22,598.93**	**-49,168.93**	**-85.05%**
Fund: 12 - COURT SECURITY FUND Surplus (Deficit):	**35,805.00**	**35,805.00**	**616.67**	**-13,504.76**	**-49,309.76**	**-37.72%**
Fund: 13 - CAPITAL BOND FUND						
Revenue						
00 - REVENUE	356,600.00	356,600.00	88,169.14	1,848,401.82	1,491,801.82	518.34%
Revenue Total:	**356,600.00**	**356,600.00**	**88,169.14**	**1,848,401.82**	**1,491,801.82**	**518.34%**
Expense						
11 - CAPITAL PROJ-FIRE STATION	9,279,097.00	9,279,097.00	510,857.04	2,467,524.13	6,811,572.87	26.59%
42 - NEW HOPE ROAD	0.00	0.00	0.00	54,772.67	-54,772.67	0.00%
43 - SAFE ROUTES TO SCHOOL	0.00	0.00	0.00	475,806.39	-475,806.39	0.00%
44 - 2019 TAX NOTES PROJECTS	0.00	0.00	0.00	666,104.36	-666,104.36	0.00%
46 - 3 CTY ROAD/CIP 2008 & PRIOR	1,500,000.00	1,500,000.00	96,778.07	282,071.02	1,217,928.98	18.80%
51 - SONORA PARK	1,500,000.00	1,500,000.00	0.00	18,000.00	1,482,000.00	1.20%
Expense Total:	**12,279,097.00**	**12,279,097.00**	**607,635.11**	**3,964,278.57**	**8,314,818.43**	**32.28%**
Fund: 13 - CAPITAL BOND FUND Surplus (Deficit):	**-11,922,497.00**	**-11,922,497.00**	**-519,465.97**	**-2,115,876.75**	**9,806,620.25**	**17.75%**
Fund: 14 - PARK DEDICATION FUND						
Revenue						
00 - REVENUE	32,100.00	32,100.00	1,305.84	18,118.02	-13,981.98	56.44%
Revenue Total:	**32,100.00**	**32,100.00**	**1,305.84**	**18,118.02**	**-13,981.98**	**56.44%**
Expense						
51 - SONORA PARK	100,000.00	100,000.00	0.00	27,561.42	72,438.58	27.56%
Expense 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**	**1,305.84**	**-9,443.40**	**58,456.60**	**13.91%**
Fund: 15 - EDC4B FUND						
Revenue						
00 - REVENUE	1,416,780.00	1,416,780.00	120,505.64	1,314,092.04	-102,687.96	92.75%
Revenue Total:	**1,416,780.00**	**1,416,780.00**	**120,505.64**	**1,314,092.04**	**-102,687.96**	**92.75%**
Expense						
06 - ADMINISTRATION	1,346,606.00	1,346,606.00	71,268.31	966,054.57	380,551.43	71.74%
53 - TOWN SHOPPING CENTER	106,740.00	270,740.00	0.00	74,725.81	196,014.19	27.60%
Expense Total:	**1,453,346.00**	**1,617,346.00**	**71,268.31**	**1,040,780.38**	**576,565.62**	**64.35%**
Fund: 15 - EDC4B FUND Surplus (Deficit):	**-36,566.00**	**-200,566.00**	**49,237.33**	**273,311.66**	**473,877.66**	**-136.27%**

Department;Progra…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 16 - COURT TECHNOLOGY FUND						
Revenue						
00 - REVENUE	7,140.00	7,140.00	503.48	7,481.85	341.85	104.79%
Revenue Total:	**7,140.00**	**7,140.00**	**503.48**	**7,481.85**	**341.85**	**104.79%**
Expense						
00 - REVENUE	10,000.00	10,000.00	0.00	5,538.64	4,461.36	55.39%
Expense Total:	**10,000.00**	**10,000.00**	**0.00**	**5,538.64**	**4,461.36**	**55.39%**
Fund: 16 - COURT TECHNOLOGY FUND Surplus (Deficit):	**-2,860.00**	**-2,860.00**	**503.48**	**1,943.21**	**4,803.21**	**-67.94%**
Fund: 18 - LOCAL YOUTH DIVERSION FUND						
Revenue						
00 - REVENUE	685.00	685.00	49.32	511.16	-173.84	74.62%
Revenue Total:	**685.00**	**685.00**	**49.32**	**511.16**	**-173.84**	**74.62%**
Fund: 18 - LOCAL YOUTH DIVERSION FUND Total:	**685.00**	**685.00**	**49.32**	**511.16**	**-173.84**	**74.62%**
Fund: 21 - TIF #1 (NEW HOPE) FUND						
Revenue						
00 - REVENUE	250,006.00	250,006.00	2,812.80	328,004.52	77,998.52	131.20%
Revenue Total:	**250,006.00**	**250,006.00**	**2,812.80**	**328,004.52**	**77,998.52**	**131.20%**
Expense						
06 - ADMINISTRATION	378,229.00	378,229.00	228,229.00	228,679.25	149,549.75	60.46%
Expense Total:	**378,229.00**	**378,229.00**	**228,229.00**	**228,679.25**	**149,549.75**	**60.46%**
Fund: 21 - TIF #1 (NEW HOPE) FUND Surplus (Deficit):	**-128,223.00**	**-128,223.00**	**-225,416.20**	**99,325.27**	**227,548.27**	**-77.46%**
Fund: 30 - HOTEL/MOTEL TAX FUND						
Revenue						
00 - REVENUE	20,900.00	20,900.00	450.98	30,217.63	9,317.63	144.58%
Revenue Total:	**20,900.00**	**20,900.00**	**450.98**	**30,217.63**	**9,317.63**	**144.58%**
Expense						
06 - ADMINISTRATION	15,000.00	15,000.00	100.00	27,989.88	-12,989.88	186.60%
Expense Total:	**15,000.00**	**15,000.00**	**100.00**	**27,989.88**	**-12,989.88**	**186.60%**
Fund: 30 - HOTEL/MOTEL TAX FUND Surplus (Deficit):	**5,900.00**	**5,900.00**	**350.98**	**2,227.75**	**-3,672.25**	**37.76%**
Fund: 31 - POLICE SEIZURE FUND						
Revenue						
00 - REVENUE	160.00	160.00	18.91	1,629.67	1,469.67	1,018.54%
09 - POLICE	0.00	0.00	0.00	7,961.04	7,961.04	0.00%
Revenue Total:	**160.00**	**160.00**	**18.91**	**9,590.71**	**9,430.71**	**5,994.19%**
Expense						
06 - ADMINISTRATION	0.00	22,000.00	0.00	22,452.20	-452.20	102.06%
Expense Total:	**0.00**	**22,000.00**	**0.00**	**22,452.20**	**-452.20**	**102.06%**
Fund: 31 - POLICE SEIZURE FUND Surplus (Deficit):	**160.00**	**-21,840.00**	**18.91**	**-12,861.49**	**8,978.51**	**58.89%**
Fund: 32 - LIBRARY BUILDING FUND						
Revenue						
00 - REVENUE	210.00	210.00	29.11	393.16	183.16	187.22%
Revenue Total:	**210.00**	**210.00**	**29.11**	**393.16**	**183.16**	**187.22%**
Fund: 32 - LIBRARY BUILDING FUND Total:	**210.00**	**210.00**	**29.11**	**393.16**	**183.16**	**187.22%**
Fund: 34 - LEOSE FUND						
Revenue						
00 - REVENUE	3,790.00	3,790.00	9.13	1,691.20	-2,098.80	44.62%
Revenue Total:	**3,790.00**	**3,790.00**	**9.13**	**1,691.20**	**-2,098.80**	**44.62%**
Expense						
09 - POLICE	1,500.00	1,500.00	0.00	2,030.00	-530.00	135.33%
Expense 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**	**9.13**	**-338.80**	**-2,628.80**	**-14.79%**

Department;Progra…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 35 - DISASTER RECOVERY FUND						
Revenue						
00 - REVENUE	1,300,000.00	1,300,000.00	2,991.30	70,126.20	-1,229,873.80	5.39%
Revenue Total:	**1,300,000.00**	**1,300,000.00**	**2,991.30**	**70,126.20**	**-1,229,873.80**	**5.39%**
Expense						
06 - ADMINISTRATION	1,250,000.00	1,250,000.00	0.00	1,385,053.69	-135,053.69	110.80%
Expense Total:	**1,250,000.00**	**1,250,000.00**	**0.00**	**1,385,053.69**	**-135,053.69**	**110.80%**
Fund: 35 - DISASTER RECOVERY FUND Surplus (Deficit):	**50,000.00**	**50,000.00**	**2,991.30**	**-1,314,927.49**	**-1,364,927.49**	**-2,629.85%**
Fund: 40 - GRANT FUND						
Revenue						
00 - REVENUE	65.00	65.00	0.00	0.00	-65.00	0.00%
09 - POLICE	0.00	0.00	1,000.00	1,000.00	1,000.00	0.00%
10 - FIRE	0.00	0.00	0.00	716,641.02	716,641.02	0.00%
17 - LIBRARY	0.00	0.00	50,000.00	87,642.50	87,642.50	0.00%
Revenue Total:	**65.00**	**65.00**	**51,000.00**	**805,283.52**	**805,218.52**	**38,897.72%**
Expense						
10 - FIRE	0.00	0.00	55,867.03	270,374.37	-270,374.37	0.00%
17 - LIBRARY	0.00	0.00	35,791.00	79,145.51	-79,145.51	0.00%
Expense Total:	**0.00**	**0.00**	**91,658.03**	**349,519.88**	**-349,519.88**	**0.00%**
Fund: 40 - GRANT FUND Surplus (Deficit):	**65.00**	**65.00**	**-40,658.03**	**455,763.64**	**455,698.64**	**01,174.83%**
Fund: 41 - PARK REC/OTHER DONATION FUND						
Revenue						
00 - REVENUE	6,683.00	6,683.00	124.05	1,751.05	-4,931.95	26.20%
Revenue Total:	**6,683.00**	**6,683.00**	**124.05**	**1,751.05**	**-4,931.95**	**26.20%**
Expense						
09 - POLICE	8,000.00	8,000.00	0.00	4,597.50	3,402.50	57.47%
10 - FIRE	10,000.00	10,000.00	0.00	3,175.38	6,824.62	31.75%
63 - BARK AT THE PARK	1,500.00	1,500.00	0.00	775.00	725.00	51.67%
Expense Total:	**19,500.00**	**19,500.00**	**0.00**	**8,547.88**	**10,952.12**	**43.84%**
Fund: 41 - PARK REC/OTHER DONATION FUND Surplus (Deficit):	**-12,817.00**	**-12,817.00**	**124.05**	**-6,796.83**	**6,020.17**	**53.03%**
Fund: 45 - ROADWAY IMPACT FEE FUND						
Revenue						
00 - REVENUE	56,200.00	56,200.00	3,703.57	42,268.33	-13,931.67	75.21%
Revenue Total:	**56,200.00**	**56,200.00**	**3,703.57**	**42,268.33**	**-13,931.67**	**75.21%**
Expense						
71 - IMPACT FEE	107,525.00	107,525.00	8,960.27	114,023.00	-6,498.00	106.04%
Expense Total:	**107,525.00**	**107,525.00**	**8,960.27**	**114,023.00**	**-6,498.00**	**106.04%**
Fund: 45 - ROADWAY IMPACT FEE FUND Surplus (Deficit):	**-51,325.00**	**-51,325.00**	**-5,256.70**	**-71,754.67**	**-20,429.67**	**139.80%**
Fund: 61 - WATER IMPACT FUND						
Revenue						
00 - REVENUE	24,100.00	24,100.00	468.48	27,806.49	3,706.49	115.38%
Revenue Total:	**24,100.00**	**24,100.00**	**468.48**	**27,806.49**	**3,706.49**	**115.38%**
Expense						
00 - REVENUE	30,000.00	30,000.00	2,500.00	30,000.00	0.00	100.00%
06 - ADMINISTRATION	0.00	98,920.51	0.00	0.00	98,920.51	0.00%
Expense Total:	**30,000.00**	**128,920.51**	**2,500.00**	**30,000.00**	**98,920.51**	**23.27%**
Fund: 61 - WATER IMPACT FUND Surplus (Deficit):	**-5,900.00**	**-104,820.51**	**-2,031.52**	**-2,193.51**	**102,627.00**	**2.09%**
Fund: 62 - SEWER IMPACT FUND						
Revenue						
00 - REVENUE	30,700.00	30,700.00	333.01	16,721.21	-13,978.79	54.47%
Revenue Total:	**30,700.00**	**30,700.00**	**333.01**	**16,721.21**	**-13,978.79**	**54.47%**

Department;Progra…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Expense						
00 - REVENUE	60,000.00	60,000.00	5,000.00	60,000.00	0.00	100.00%
Expense Total:	**60,000.00**	**60,000.00**	**5,000.00**	**60,000.00**	**0.00**	**100.00%**
Fund: 62 - SEWER IMPACT FUND Surplus (Deficit):	**-29,300.00**	**-29,300.00**	**-4,666.99**	**-43,278.79**	**-13,978.79**	**147.71%**
Fund: 83 - TREE REFORESTATION FUND						
Revenue						
00 - REVENUE	2,931.00	2,931.00	418.83	4,241.66	1,310.66	144.72%
Revenue Total:	**2,931.00**	**2,931.00**	**418.83**	**4,241.66**	**1,310.66**	**144.72%**
Fund: 83 - TREE REFORESTATION FUND Total:	**2,931.00**	**2,931.00**	**418.83**	**4,241.66**	**1,310.66**	**144.72%**
Fund: 95 - EDC4B BOND RESERVE FUND						
Revenue						
00 - REVENUE	5,457.00	5,457.00	696.49	7,053.75	1,596.75	129.26%
Revenue Total:	**5,457.00**	**5,457.00**	**696.49**	**7,053.75**	**1,596.75**	**129.26%**
Fund: 95 - EDC4B BOND RESERVE FUND Total:	**5,457.00**	**5,457.00**	**696.49**	**7,053.75**	**1,596.75**	**129.26%**
Report Surplus (Deficit):	**-11,734,313.00**	**-12,299,096.51**	**-1,094,410.90**	**-1,566,983.79**	**10,732,112.72**	**12.74%**

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
01 - GENERAL FUND	-537,025.00	-816,888.00	-481,624.38	439,360.39	1,256,248.39
02 - GENERAL DEBT SERVICE FUNI	303,020.00	303,020.00	342,485.68	108,685.18	-194,334.82
04 - CAPITAL PROJECTS FUND	19,935.00	19,935.00	-91,341.91	71,582.56	51,647.56
05 - CAPITAL REPLACEMENT FUNI	74,532.00	74,532.00	13,712.95	139,666.06	65,134.06
07 - STORMWATER UTILITY FUND	46,676.00	46,676.00	-17,317.86	39,413.85	-7,262.15
10 - WATER/SEWER FUND	512,434.00	512,434.00	-119,181.41	380,513.40	-131,920.60
12 - COURT SECURITY FUND	35,805.00	35,805.00	616.67	-13,504.76	-49,309.76
13 - CAPITAL BOND FUND	-11,922,497.00	-11,922,497.00	-519,465.97	-2,115,876.75	9,806,620.25
14 - PARK DEDICATION FUND	-67,900.00	-67,900.00	1,305.84	-9,443.40	58,456.60
15 - EDC4B FUND	-36,566.00	-200,566.00	49,237.33	273,311.66	473,877.66
16 - COURT TECHNOLOGY FUND	-2,860.00	-2,860.00	503.48	1,943.21	4,803.21
18 - LOCAL YOUTH DIVERSION FUI	685.00	685.00	49.32	511.16	-173.84
21 - TIF #1 (NEW HOPE) FUND	-128,223.00	-128,223.00	-225,416.20	99,325.27	227,548.27
30 - HOTEL/MOTEL TAX FUND	5,900.00	5,900.00	350.98	2,227.75	-3,672.25
31 - POLICE SEIZURE FUND	160.00	-21,840.00	18.91	-12,861.49	8,978.51
32 - LIBRARY BUILDING FUND	210.00	210.00	29.11	393.16	183.16
34 - LEOSE FUND	2,290.00	2,290.00	9.13	-338.80	-2,628.80
35 - DISASTER RECOVERY FUND	50,000.00	50,000.00	2,991.30	-1,314,927.49	-1,364,927.49
40 - GRANT FUND	65.00	65.00	-40,658.03	455,763.64	455,698.64
41 - PARK REC/OTHER DONATION	-12,817.00	-12,817.00	124.05	-6,796.83	6,020.17
45 - ROADWAY IMPACT FEE FUND	-51,325.00	-51,325.00	-5,256.70	-71,754.67	-20,429.67
61 - WATER IMPACT FUND	-5,900.00	-104,820.51	-2,031.52	-2,193.51	102,627.00
62 - SEWER IMPACT FUND	-29,300.00	-29,300.00	-4,666.99	-43,278.79	-13,978.79
83 - TREE REFORESTATION FUND	2,931.00	2,931.00	418.83	4,241.66	1,310.66
95 - EDC4B BOND RESERVE FUND	5,457.00	5,457.00	696.49	7,053.75	1,596.75
Report Surplus (Deficit):	**-11,734,313.00**	**-12,299,096.51**	**-1,094,410.90**	**-1,566,983.79**	**10,732,112.72**

KENNEDALE
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CITY OF KENNEDALE
FISCAL YEAR TO DATE SUMMARY BY FUND
THROUGH SEPTEMBER 30, 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	439,360.39	4,658,287.39	35,468.88	131.33	36%
02 - GENERAL DEBT SERVICE FUND	945,637	108,685.18	1,054,322.18			
04 - CAPITAL PROJECTS FUND	215,569	71582.56	287,151.56			
05 - CAPITAL REPLACEMENT FUND	(186,904)	139,666.06	(47,237.94)			
07 - STORMWATER UTILITY FUND*	811,647	39,413.85	851,060.85	724.59	1,174.55	
10 - WATER/SEWER FUND*	17,959,473	380,513.40	18,339,986.40	38,968.69	470.63	129%
12 - COURT SECURITY FUND	33,272	(13,504.76)	19,767.24			
13 - CAPITAL BOND FUND	19,918,926	(2,115,876.75)	17,803,049.25			
14 - PARK DEDICATION FUND	289,611	(9,443.40)	280,167.60			
15 - EDC4B FUND*	2,192,554	273,311.66	2,465,865.66	3,332.09	740.04	203%
16 - COURT TECHNOLOGY FUND	14,712	1,943.21	16,655.21			
18 - LOCAL YOUTH DIVERSION FU	9,680	511.16	10,191.16			
21 - TIF #1 (NEW HOPE) FUND	150,493	99,325.27	249,818.27			
30 - HOTEL/MOTEL TAX FUND	90,924	2,227.75	93,151.75			
31 - POLICE SEIZURE FUND	15,302	(12,861.49)	2,440.51			
32 - LIBRARY BUILDING FUND	(1,209)	393.16	(815.84)			
34 - LEOSE FUND	2,228	(338.80)	1,889.20			
35 - DISASTER RECOVERY FUND	111,361	(1,314,927.49)	(1,203,566.49)			
40 - GRANT FUND	(621,039)	455,763.64	(165,275.36)			
41 - PARK REC/OTHER DONATION	12,637	(6,796.83)	5,840.17			
45 - ROADWAY IMPACT FEE FUND	429,643	(71,754.67)	357,888.33			
61 - WATER IMPACT FUND	97,765	(2,193.51)	95,571.49			
62 - SEWER IMPACT FUND	109,605	(43,278.79)	66,326.21			
83 - TREE REFORESTATION FUND	82,313	4,241.66	86,554.66			
85 - UNCLAIMED PROPERTY FUND	334	-	334.00			
95 - EDC4B BOND RESERVE FUND	136,884	7,053.75	143,937.75			
Report Surplus (Deficit):	**47,040,345.00**	**(1,566,983.79)**	**45,473,361.21**			

City of KENNEDALE Texas

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INVESTMENT REPORT

For The Quarter Ended

September 30, 2025

INVESTMENT REPORT

For The Quarter Ended September 30, 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 September 2025 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 September 30, 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 September 30, 2025
Bank Depository Accounts	--	0.89%
Certificates of Deposit	50%	0.52%
State of Texas Obligations/Agencies	100%	0.00%
State and Local Agency Coupons	25%	0.00%
Local Govt Investment Pools	100%	29.94%
Money Market Funds	100%	4.59%
Repurchase Agreements	50%	0.00%
US Treasury and Agency Callables	25%	0.00%
US Govt Agencies & Instruments	100%	16.22%
US Treasury Notes/Bills	100%	47.84%

Investment Portfolio Balance

The total book value of the City's portfolio at the end of the quarter was $48,336,514.

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 nineteen different bonds, seven of which are Treasury Notes. Eleven bonds are United States Government Agencies. The remaining bond is a Certificate of Deposit. Less than 33% of the current portfolio will mature in 2025, 63% will mature in 2026, and the remaining balance will mature in evenly in 2027 or 2028.

Details of the portfolio are presented in the following tables:

			For the Quarter Ended 9/30/2025				
Institution	Account Type	Beginning Balance	Additions and Withdrawals - Net	Realized Income	Ending Balance (Book)	Unrealized Income	Ending Balance (Market)
TexPool	Pooled Funds	$ 16,491,093.68	$ (2,586,838.88)	$ 164,727.64	$ 14,068,982.44	$ -	$ 14,068,982.44
TexStar	Pooled Funds	397,714.20		4,291.05	402,005.25	-	402,005.25
Frost Brokerage	Money Market	1,271.28	2,346.45	469.94	4,087.67	-	4,087.67
Frost Brokerage	Bonds	15,410,917.11	(2,346.45)	155,567.80	15,564,138.46	253,776.32	15,817,914.78
RW Baird & Co	Money Market	9,863.41	2,207,287.74	2,549.09	2,219,700.24	-	2,219,700.24
RW Baird & Co	Bonds	17,685,936.82	(2,175,794.44)	135,885.33	15,646,027.71	177,637.01	15,823,664.72
WF Operating	DDA	422,584.76	8,883.22		431,467.98	-	431,467.98
WF EHB Trust	DDA	3,700.62	(3,600.00)	3.37	103.99	-	103.99
Total Investment Activity		$ 50,423,081.88	$ (2,550,062.36)	$ 463,494.22	$ 48,336,513.74	$ 431,413.33	$ 48,767,927.07

			Fiscal Year To Date 9/30/2025				
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*	$ (5,827,188.32)	$ 705,898.16	$ 14,068,982.44	$ -	$ 14,068,982.44
TexStar	Pooled Funds	384,684.81		17,320.44	402,005.25	-	402,005.25
Frost Brokerage	Money Market	23,590.37	(23,138.46)	3,635.76	4,087.67	-	4,087.67
Frost Brokerage	Bonds	*17,184,889.27*	(2,176,861.54)	556,110.73	15,564,138.46	253,776.32	15,817,914.78
RW Baird & Co	Money Market	*773,258.10*	1,434,934.32	11,507.82	2,219,700.24	-	2,219,700.24
RW Baird & Co	Bonds	*16,426,893.33*	(1,400,584.66)	619,719.04	15,646,027.71	177,637.01	15,823,664.72
WF Operating	DDA	*278,884.76*	152,583.22		431,467.98	-	431,467.98
WF EHB Trust	DDA	2,052.13	(1,961.66)	13.52	103.99	-	103.99
Total Investment Activity		$ 54,264,525.37	$ (7,842,217.10)	$ 1,914,205.47	$ 48,336,513.74	$ 431,413.33	$ 48,767,927.07

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. Our next tranche maturity date is December 26, 2025. We will consider removing half of the next tranche from our investment portfolio to support payments for the Public Safety facility remodel projects. This would bring over $2.2MM to our operating fund. This might be unnecessary if property tax revenue received in December covers capital expenses.

Baird:

We have started the process of moving our investments in Baird to a new account with BV Private Wealth. The account with Baird will likely have a $0 balance before November 30th.

BV Private Wealth:

Moving our Baird funding to BV Private Wealth will allow us to explore new products offered on the Fidelity Platform. The timing of fund availability will align with our current Baird plan.

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: OCTOBER 21, 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: OCTOBER 21, 2025

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

SUBJECT
September 16, 2025 City Council Minutes

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

1.	September 16, 2025 City Council Regular Meeting Minutes	September 16, 2025 City Council Regular Meeting Minutes.docx

KENNEDALE CITY COUNCIL MINUTES

REGULAR MEETING | SEPTEMBER 16, 2025 AT 5:30 PM
CITY HALL COUNCIL CHAMBERS | 405 MUNICIPAL DRIVE, KENNEDALE, TX 76060

I. CALL TO ORDER

Mayor Horton called the meeting to order at 5:30pm

A. ROLL CALL

Mayor Brad Horton- Present
Council Member Place 1- David Glover- Present
Council Member Place 2- Thelma Kobeck- Present
Mayor Pro Tem/Place 3- Kenneth Michels- Present
Council Member Place 4- VACANT
Council Member Place 5- Jeff Nevarez- Present

All Council members were present constituting a quorum.

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 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.

There were no comments from the public

II. PRESENTATIONS

The Mayor read each one of the Proclamations followed by photos with each of the Council persons as well representatives from each organization.

A. 2025 National Night Out Proclamation

B. Monarch Migration Day Proclamation

C. 2025 Hispanic Heritage Month Proclamation

D. 2025 Senior Center Month Proclamation

E. 2025 Library Card Sign Up Proclamation

III. PUBLIC HEARING

Mayor Horton Opened the Public Hearing @ 5:49PM on the PZ Case #25-11

A. PZ Case #25-11 To conduct a Public Hearing on a request to replat the property located at 625 Grapevine Tr., Oak Crest Addition, Block 13, Lot BR of the City of Kennedale, Tarrant County, Texas, 76060.

   There was no public comment. The Mayor closed the Public Hearing at 5:49PM.

Mayor Horton Opened the Public Hearing @ 5:50PM on the PZ Case #25-12

B. PZ Case #25-12 To conduct a Public Hearing on a request replat the property located at 220 Spring Branch, Ruiz Addition, Block AQ, Lot 1R of the City of Kennedale, Tarrant County, Texas, 76060.

   There was no public comment. The Mayor closed the Public Hearing at 5:50PM.

Mayor Horton Opened the Public Hearing @ 5:51PM on the PZ Case #25-13

C. PZ Case #25-13 To conduct a public hearing on a on a proposed zoning change from "UV Urban Village District" to "C2 General Commercial District" for 600 W Kennedale Pkwy, Woodlea Acres Addition, Block 1, Lot 8 of the City of Kennedale, Tarrant County, Texas, 76060.

   There was no public comment. The Mayor closed the Public Hearing at 5:51PM.

   Mayor Horton announced that the agenda was being rearranged and he will now entertain a motion to go into Executive Session.

   Council Member Nevarez motioned to adjourn to Executive Session.
   Council Mayor Pro Tem Michels 2nd the motion.
   Motion passed unamouisly 4-0

   Mayor Horton closed the regular session at 5:52PM and moved into 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. Section 551.071 consultation with counsel on legal matters**
Description: Consult with the City Attorney regarding the Investigation.

B. **PURSUANT TO SECTION 551.074 - Personnel Matters, certain deliberations about officers and employees of the governmental body to be held in executive session. Section 551.071 consultation with counsel on legal matters**
Description: Discussion regarding vacancy for City Council Member Place 4

Mayor Pro Tem Michels Reconvened back into open session @ 6:41PM. Mayor Horton did not return to the City Council meeting.

Mayor Pro Tem Michels stated that the vacant position, place 4 will not be appointed at this time. It will be on the election ballot In May, so that the all interested citizens will have the opportunity to apply.

V. 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

Council Member Glover had no report

Council Member Kobeck spoke of the 911 event, stating that it was a very moving and touching tribute, put on by the City of Kennedale. She also reminded us of important holidays like National Play-Doh Day, National Working Parents Day, National Voter Registration Day, National GED day, etc.

Council Member Nevarez reported that he attended the TML Region 8 meeting. He also attended a land use training. On the second day, there was a mock P &Z case, that was very interesting. It was in conjunction with Georgetown. Their leaders working on some of the problems that all cities in Texas face, including growth. The

911 event turned out amazing. Great job Chief Peterson. The speaker was really good as well. One of the County Commissioners, Alisha Simmons attended the event. Commissioner Simmons stuck around and was educated on the entire memorial. It was suggested to her that Kennedale host the event for the 25th anniversary for the entire county next year. Council Member Nevarez also gave a shout out to the Rotary club. They are about to sponsor a new club for our neighbors in Forest Hill. If interested, please consider checking them out. They meet every Thursday at noon at Reds Road House.

Mayor Pro Tem Michels also attended the TML Regional 8 meeting as well as the 911 event. Its always a great event. Mayor Pro Tem also helped with the Bring it event. There were lots of items that did not go into our landfill or end up in our ditches.

2. Updates from the City of Kennedale City Manager
   City Manager Hull spoke of the Re-grand Opening of the Library on Saturday @ 10AM. Keep up to date on all happenings by following all of our social media and website. We have lots of events coming up.

3. Financial Reports for the City and/or the EDC
   Jon Horton gave a detailed financial report. The summary is thru August so about 92% of the year completed. The deadlines have changed due to state laws. The Property Tax Revenues on the summary compared to the budget report include the totals but not the breakdowns. So you will see the difference between current year, prior year, interest and penalties. It is not in the accounting system yet, however, it is included in the numbers. We are at about 104% to budget. Compared to last year at this time we with 102%. The sales tax revenues are 93.3% of total budget. This time last year, we were at 82.5% The general fund expenditures are at 84.4%., with the prior year at 84.6% so we are right on track. We are growing our reserves steadily. In our fund balance, we have 145 days, 39.7%. This time last year, we had 104 days in reserve at 28.5%

   Water & Sewer fund is at 81.4%. Water sales 87.9% this time last year we were at 92% in both categories. So we are within the variance. The Utility billing and operations 93.3% to budget. This time last year, we were over 100%. Storm Water is 83% and last year we were at 94%.

   Expenditures is 88.5% and this time last year, we were at 104.5%. EDC sales tax is at 75%, which is a little behind from last year as it was at 89% but we're are still expecting it to hit at 100% once our final numbers come in. The rental fees are at 87% vs 97% from last year. Operations were at 66% last year and at this time we are at 88%. Our town center shopping expenditures at 25% vs 56%. Our fund balance is at 719 days, this time last year we had 478. The expenditures for the Dollar General store was approved in 2025 but we are not expecting any expenditures until 2026. With that being said there are some grants that both the City Council and the EDC have discussed involving electric vehicle charging stations. We are going to pursue a grant for that project.

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. August 19, 2025 City Council Minutes

2. August 27, 2025 City Council Special Budget Meeting Minutes

3. PZ Case #25-11 To consider and take action on a request to replat the property located at 625 Grapevine Tr., Oak Crest Addition, Block 13, Lot BR of the City of Kennedale, Tarrant County, Texas, 76060.

4. PZ Case #25-12 To consider and take action on a request replat the property located at 220 Spring Branch, Ruiz Addition, Block AQ, Lot 1R of the City of Kennedale, Tarrant County, Texas, 76060.

   Council Member Kobeck motioned to approve the Consent agenda
   Council Member Nevarez 2nd the motion.
   Motion passed unanimously 4-0

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

1. Facility Rental Fees- Elizabeth Partridge gave a brief presentation regarding the changes with the fees. We have also added the fees for the future use of the ballpark. The new fee schedule will be different rates for resident's vs nonresident's. As well as new processes for rental deposit refunds. There were some questions regarding how the deposits work and how they get returned.

   Council Member Glover motioned to approve the New Rental Fees.
   Council Member Nevarez 2nd the motion.
   Motion passed unanimously 4-0

2. Consider and take action on a Development Agreement with RMC Capital, LLC, for the RMC Business Park, located at 317 S New Hope Rd, Kennedale, TX 76060. The applicant, Ronnie McGlothlin spoke regarding the project. There was a question regarding the automatic gate at the entrance. This will not be a 380 agreement but a private venture. Mr. McGlothlin clarified that this a building lease with 15 office spaces /warehouse and there will be no junk laying around on the property. There will be no residents living on site either.

   Council Member Kobeck motioned to approve the Development with RMC Capital LLC.
   Council Member Glover 2nd the motion.
   Motion passed unanimously 4-0

3. Amendment No.1 for Briar Ct./Hillside Sanitary Sewer Improvements

Kristian Sugrim, Director of Public Works, spoke in regards to the Amendment for the Briar Ct/Hillside Sanitary Sewer Improvements. This was an amendment to upgrade the size of the sewer pipe and to stabilize it. While working on another project, we discovered a damaged and mis-aligned section of sewer line that needs repaired before it collapses on its own. The initial budget for this project was 1.1million dollars. As of now, we are at approximately $900,000. Based on all the engineering and OPCC debt we will possibly under budget even with these repairs. This is an amendment to the engineering. Council member Glover asked if this was in issue that needed to come back to council since the amount was $28,000. City Manger Hull stated because that was an amendment to the engineering and it included the civils, it was important to bring it back to the council.

Council Member Nevarez motioned to approve the Amendment No 1 for Briar Ct/Hillside Sanitary Sewer Improvements.
Council Member Glover 2nd the motion.
Motion passed unanimously 4-0

4. Investment Policy Update — Changes to Appendix B, List of Approved Broker/Dealers. Jon Horton, Finance Director, explained the need for the Update. This is to keep up with business changing names and avoid any conflict of interests.

   Council Member Kobeck motioned to approve the Investment Policy Update
   Council Member Glover 2nd the motion.
   Motion passed unanimously 4-0

5. Ordinance # 790- PZ Case #25-13 To Consider and take action on a proposed zoning change from "UV Urban Village District" to "C2 General Commercial District" for 600 W Kennedale Pkwy, Woodlea Acres Addition, Block 1, Lot 8 of the City of Kennedale, Tarrant County, Texas, 76060. City Manager Hull explained that this property is owned by the Economic Development Corporation. There is a 380 agreement with MKP Development. There are some retail and drive thru restaurant establishments who are interested in coming to Kennedale. Urban Villages does not currently allow that to take place. Council Member Nevarez stated that this is the oldest property that the EDC has purchased in town. This development could encourage the adjacent properties to be developed as well.

   Council Member Nevarez motioned to approve Ordinance #790
   Council Member Glover 2nd the motion.
   Motion passed unanimously 4-0

Mayor ProTem Michel motioned to Adjourn
Council Member Nevarez 2nd the motion.

VIII. ADJOURNMENT

APPROVED:

ATTEST:

MAYOR -BRAD HORTON

CITY SECRETARY- BARBARA DAHL

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: OCTOBER 21, 2025

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

SUBJECT
2026 ERCOT Membership Renewal

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

1.	2026 ERCOT Membership Renewal Guide	2026 ERCOT Membership Renewal Guide.pdf
2.	ERCOT-Membership-Application-and-Agreement-FAQs_Final	ERCOT-Membership-Application-and-Agreement-FAQs_Final.pdf

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Email: tbrocato@lglawfirm.com

MEMORANDUM

TO: City and Other Political Subdivision Members of ERCOT
FROM: Thomas Brocato
Jack Klug
DATE: September 30, 2025
RE: ERCOT Membership Renewal for 2026

The purpose of this memorandum is to recommend that your city or other political subdivision renew its membership in the Electric Reliability Council of Texas ("ERCOT") for 2026. For the reasons we detail below, an ERCOT membership continues to be a straightforward and cost-effective way for your city to influence electric policy in Texas, and **we recommend that you submit your ERCOT membership renewal application and fee by October 24, 2025. The membership fee is $100 per year.**

WHAT IS ERCOT?

ERCOT is the entity that is responsible for operating the electric grid in the deregulated portion of Texas. Furthermore, ERCOT maintains the set of complicated rules that frame the way that electricity is bought and sold in the deregulated wholesale market. Through a process of negotiation and deliberation within committees of interested parties, the ERCOT stakeholder process is constantly reviewing and revising these rules, known as the ERCOT protocols. Most of the issues addressed at ERCOT are addressed nowhere else—the Public Utility Commission ("PUC") has largely delegated these issues to the ERCOT stakeholder process.

WHAT ROLE DO CITIES PLAY IN THE ERCOT PROCESS?

Consumers, such as cities and other political subdivisions, have a voice in ERCOT's decision-making process. Each segment of the ERCOT market has a vote on issues before ERCOT, through its representatives on the Technical Advisory Committee ("TAC") and the Wholesale Market Subcommittee ("WMS").

TAC and WMS are the bodies responsible for making the most important decisions about the detailed workings of the ERCOT market. These decisions can have bottom-line impacts on electricity prices. In 2025, a record of 166 cities and other political subdivisions joined ERCOT. With this membership strength, cities successfully elected two city representatives to TAC—representatives that ultimately advanced pro-City electric policy. A strong contingent of city members would maintain and advance Cities' strong presence for 2026.

As you know, consumers in ERCOT face constant efforts by power generators and power marketers to modify the electricity market in ways that would increase prices. In 2026, ERCOT and the PUC will continue their work on several major market redesign initiatives. As a result, Cities' presence in the ERCOT process as a voice for consumers continues to be important.

WHAT DOES AN ERCOT MEMBERSHIP REQUIRE?

It is not difficult to renew your ERCOT membership. A simple online form is required, along with payment of a $100 membership fee. Below, you will find a guide to complete the form. We are also available to assist you; please feel welcome to call us (Jack Klug and Andrea Slaughter) at 512-322-5837 and 512-322-5871, or email us at jklug@lglawfirm.com and aslaughter@lglawfirm.com.

In order to vote for candidates for the 2026 TAC and WMS, **please send your renewal application and $100 fee to ERCOT by Friday, October 24, 2025.**

In completing the online form, please note the following:

- Only corporate members may vote in ERCOT matters. In response to **Membership Type** on the form, we recommend that cities renew as **Corporate**, rather than Associate of Adjunct, members.
- In response to **Segment Eligibility** select **Consumer**.
- In the list of Consumer Members below, you can see which Consumer segment (Small or Large Commercial) your city joined in for 2025. **We recommend that you choose the same segment in response to Consumer Type when renewing your membership for 2025.** Please call us (Jack Klug and Andrea Slaughter) at 512-322-5837 and 512-322-5871, or email us at jklug@lglawfirm.com and aslaughter@lglawfirm.com, if you have any questions about this.
- In response to **Designated Representative and Designated Representative Alternate, please designate as your authorized representative (and Alternate if you choose)** an employee of your city that can receive notices from ERCOT. ERCOT contacts its members very rarely; this person will not be inundated with emails, but may be asked to vote on important issues from time-to-time. Please also designate an alternate representative. During the coming year, please feel free to forward anything you receive from ERCOT to us at the email addresses above.
- There is **no need to add "Affiliates of Applicant**," as it is not relevant to cities' memberships in ERCOT.
- Submit the $100 membership fee electronically via **a wire transfer payment** using ERCOT's banking information in the PDFs titled **"ERCOT 2025 Bank Letter"** and **"ERCOT 2025 Banking Instructions (Membership)"** also attached to the email providing this memorandum.
- Finally, check the box next to "I agree to the terms of the Membership Agreement" and select "Submit."
- After you have sent your application to ERCOT, please forward a copy of your application to us at jklug@lglawfirm.com and aslaughter@lglawfirm.com. This will help us track pending applications, and will allow us to follow up with ERCOT if issues arise.

Please feel free to call or email us if you have any questions in completing the online form or about ERCOT in general.

Small Commercial

Aransas County Municipal Utility District No. 1
City of Aubrey
City of Belton
City of Bowie
City of Buffalo
City of Caddo Mills
City of Cameron
City of Cedar Hill
City of Centerville
City of Clyde
City of Colleyville
City of Colorado City
City of Corinth
City of Crowley
City of Dalworthington Gardens
City of Deer Park
City of Duncanville
City of Early
City of Eastland
City of Ennis
City of Fate
City of Forest Hill
City of Forney
City of Frisco
City of Frost
City of Fulshear
City of Gainesville
City of Glenn Heights
Walnut Creek Special Utility District
City of Godley
City of Haltom City
City of Hamilton
City of Harker Heights
City of Hedwig Village
City of Hewitt
City of Hillshire Village
City of Hunters Creek Village
City of Hurst
City of Ingleside
City of Jersey Village
City of Josephine
City of Justin
City of Kaufman
City of Keller
City of Kennedale
City of Kerens
City of Lake Worth
City of Lakeside City
City of Lancaster
City of Lorena
City of Malakoff
City of Manvel
City of Morgan's Point
City of Nassau Bay
City of Oak Point
City of O'Donnell
City of Ovilla
City of Paris
City of Parker
City of Piney Point Village
City of Portland
City of Pottsboro
City of Red Oak
City of River Oaks
City of Roanoke
City of Rotan
City of Sachse
City of Saginaw
City of Seagoville
City of Simonton
City of Snyder
City of Springtown
City of Stephenville
City of Terrell
City of Tomball
City of Webster
City of Weston Lakes
City of Willow Park
City of Woodway
City of Wylie
Corpus Christi Regional Transportation Authority
Town of Fulton
Town of Highland Park
Town of Northlake
Town of Prosper
Town of Westover Hills
Town of Woodsboro

Large Commercial

Acton Municipal Utility District
Aquilla Water Supply District
Benbrook Water Authority
City of Alamo
City of Allen
City of Alvarado
City of Arlington
City of Bedford
City of Bellmead
City of Benbrook
City of Breckenridge
City of Brownwood
City of Burkburnett
City of Burleson
City of Canton
City of Carrollton
City of Cleburne
City of Coppell
City of Corpus Christi
City of Dallas
City of Decatur
City of Denison
City of Euless
City of Farmers Branch
City of Fort Worth
City of Galveston
City of Grand Prairie
City of Grapevine
City of Houston
City of Hudson Oaks
City of Hutchins
City of Ingleside on the Bay
City of Irving
City of Killeen
City of Kingsville
City of Lake Jackson
City of Lewisville
City of Lindsay
City of Mansfield
City of McAllen
City of McKinney
City of Mesquite
City of Midlothian
City of Mission
City of North Richland Hills
City of Odessa, TX
City of Plano
City of Richland Hills
City of Robinson
City of Rockport
City of Rosenberg
City of Rowlett
City of San Angelo
City of Seabrook
City of Seadrift
City of Sherman
City of South Houston
City of Southlake
City of Spring Valley Village
City of Stafford
City of Sugar Land
City of Sulphur Springs
City of Sunset Valley
City of Sweetwater
City of Taylor Lake Village
City of Temple
City of Texas City
City of The Colony
City of Tyler
City of Vernon
City of Victoria
City of Waco
City of Watauga
City of Waxahachie
City of Weslaco
City of Wichita Falls
Hidalgo County, Facilities Management
Housing Authority of City of Harlingen dba Harlingen Housing Authority
Johnson County Special Utility District
South Texas Water Authority
Town of Flower Mound

1669/15/9103199

ERCOT Membership Application and Agreement FAQs

1. SUBMITTING THE ERCOT MEMBERSHIP APPLICATION AND AGREEMENT

a. How do I submit an ERCOT Membership Application and Agreement?

*ERCOT requires that all Applications be submitted electronically through ERCOT's Public Portal at using the **Annual Membership Request** link found at: https://www.ercot.com/about/governance/members.*

*Applicants with existing credentials will log in and complete the form. Applicants without existing credentials will need to register using the **New Users Click here to Register** link from the log in screen and complete the **Sign Up** form. Please note that new users are required to verify their email address after submitting the **Sign Up** form.*

b. How do I register for the ERCOT Public Portal?

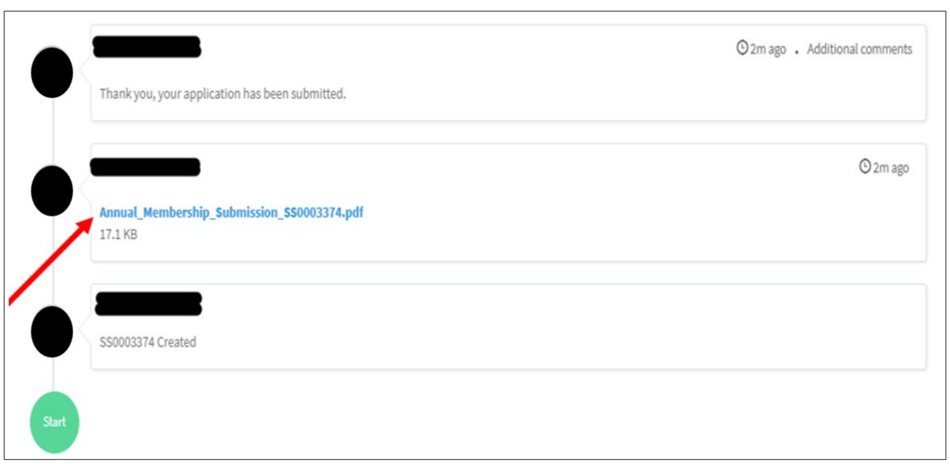
*For detailed instructions, please refer to the **ERCOT Portal Registration Guide** under Key Documents on the Membership landing page https://www.ercot.com/about/governance/members.*

c. Will I receive confirmation after the ERCOT Membership Application and Agreement is submitted?

Yes, an email notification will be sent to the Applicant Contact's email address with confirmation that the application has been submitted.

d. How do I print and/or save the submitted ERCOT Membership Application and Agreement?

The portal will generate a PDF version of the application, which can be printed and/or saved by the applicant after submission.



e. Will I be notified when the ERCOT Membership Application and Agreement is approved?

Yes, you will receive an email from the ServiceNow portal once the ERCOT Membership Application and Agreement is approved. Please note that Membership is not considered complete until both the application and dues have been received.

f. How often will the *ERCOT Members* list be updated on the Membership webpage?

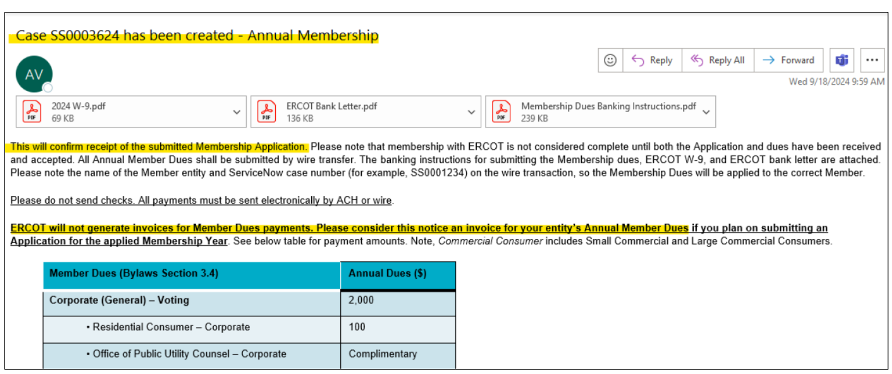
ERCOT Membership will post an updated ERCOT Members list to [Membership (ercot.com)](https://www.ercot.com) by close of business every Friday until the Record Date. Please note, final approval of the Membership Application and Agreement is dependent upon several variables, such as submitting correct information on the application form, timely responses from applicants to follow-up questions asked by Membership staff, and timely payment of Membership dues.

Please note, if you do not find your entity's name on the ERCOT Members document by the Record Date, this does not indicate that your entity has not been approved for the applicable ERCOT Membership Year. If the Membership Application and dues have been received by the Record Date, and there are no outstanding issues, the Application will be considered received by the Record Date.

2. MEMBERSHIP DUES

a. Will I receive an invoice for ERCOT Membership dues?

ERCOT does not generate invoices for Membership dues. Please consider the email notification confirming receipt of the submitted Membership Application with a subject line similar to "Case SS0003624 has been created - Annual Membership" as your invoice.


Case SS0003624 has been created - Annual Membership

AV

Reply | Reply All | Forward

Wed 9/18/2024 9:59 AM

2024 W-9.pdf 69 KB

ERCOT Bank Letter.pdf 136 KB

Membership Dues Banking Instructions.pdf 239 KB

This will confirm receipt of the submitted Membership Application. Please note that membership with ERCOT is not considered complete until both the Application and dues have been received and accepted. All Annual Member Dues shall be submitted by wire transfer. The banking instructions for submitting the Membership dues, ERCOT W-9, and ERCOT bank letter are attached. Please note the name of the Member entity and ServiceNow case number (for example, SS0001234) on the wire transaction, so the Membership Dues will be applied to the correct Member.

Please do not send checks. All payments must be sent electronically by ACH or wire.

ERCOT will not generate invoices for Member Dues payments. Please consider this notice an invoice for your entity's Annual Member Dues if you plan on submitting an Application for the applied Membership Year. See below table for payment amounts. Note, *Commercial Consumer* includes Small Commercial and Large Commercial Consumers.

Member Dues (Bylaws Section 3.4)	Annual Dues ($)
Corporate (General) – Voting	2,000
• Residential Consumer – Corporate	100
• Office of Public Utility Counsel – Corporate	Complimentary

b. **How do I receive banking instructions and information for payment of Membership dues?**

The auto-generated email confirming receipt of the submitted Membership Application will attach instructions and payment documents along with a table that lists dues amounts for each Membership Type. See above screenshot.

3. CONTACTS

a. Who do I contact with questions?

- *membership@ercot.com – for general Membership or application questions and electronic funds transfer instructions*
- *portalsupport@ercot.com – for technical questions and support regarding ERCOT's Public Portal*
- *treasury@ercot.com – for payment related questions*

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: OCTOBER 21, 2025

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

SUBJECT
Texas Coalition for Affordable Power (TCAP) Contract

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

1.	TCAP Contract	TCAP Contract.pdf

BACKGROUND
The City of Kennedale's existing five-year contract to purchase power through the Texas Coalition for Affordable Power, Inc. ("TCAP") ends on December 31, 2027. The City of Kennedale has been a member of ("TCAP") for the purchase of electricity since 2001 and purchases approximately 3,215,331 kWh annually. TCAP is a non-profit, political subdivision corporation, owned and controlled by its 172 political subdivision members and governed by a 15-member board of directors from the membership.

In 2020, TCAP brought forward to its membership its SHP contract that began in 2023. Instead of buying electricity through a fixed price longer term contract, SHP procures one twelfth of the annual supply each month, two years forward year-to-year. This provides the lowest market pricing to reduce carrying charges and risk premiums that longer term contracts must charge. SHP features an ultra-competitive monthly RFP process of 20+ vetted creditworthy suppliers. At least 4 suppliers are in each TCAP portfolio at all times. Prices are announced in March of every year prior to fiscal year budgeting needs. When the original contract was approved in 2020, the expiration date in the contract is 12/31/2037. The idea behind this was that TCAP could extend the original contract by two (2) additional five-year periods. The TCAP board met in May and approved that SHP was still the best model of buying electricity and voted to continue with SHP for five additional years (1/1/2028-12/31/2032). The City of Kennedale does not need to take any action to continue in TCAP and under the SHP contract.

TCAP's membership consumes approximately 1.04 billion kilowatt hours ("kWh") annually. The value of the aggregated load is extremely appealing to wholesale market participants, enabling TCAP to get the market competitive pricing. In addition to the size of its load, TCAP derives benefit from geographic diversity. TCAP members reside in all four Electric Reliability Council of Texas ("ERCOT") zones and are spread between the entire length and breadth of Texas, from Wichita Falls to South Padre Island, and from Odessa to Palestine. Given consumption is influenced by weather, and since weather conditions are seldom the same across all of Texas, it is unlikely that all TCAP members reach peak consumption simultaneously. If the peaks of all TCAP members were totaled, the sum would equal 204 megawatts ("MW"), but a wholesale supplier views the peak consumption of TCAP as an aggregated load rather than the sum of the peaks of all members. TCAP's peak demand is 170 MW. That reduction in peak is a specific and unique benefit of aggregation as well as the total kilowatts bought.

In addition City of Kennedale had a 2024 Annual Load Factor of 51%. ERCOT's overall 2024 Load Factor was 62%. TCAP's Load Factor for 2024 was 70%. Generally, the higher the load factor the lower the price of energy. The closer to 100% for the load factor the less high-priced peak period only energy the supplier has to buy. This is why load profiling and load factor are so important to know when buying energy.

Possible Actions

1. There is no action required by the City to remain in TCAP under the SHP contract
2. The Council may adopt a resolution affirming its intent to stay in TCAP
3. The Council can leave TCAP upon written notice by 12/31/2025 with no financial penalties

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

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: OCTOBER 21, 2025

AGENDA ITEM NUMBER: INDIVIDUAL CONSIDERATION ITEM IV.C.

SUBJECT
ITEMS FOR INDIVIDUAL CONSIDERATION, DISCUSSION AND/OR ACTION

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

Hilltop Securities
Investment Banking Solutions

TexSTAR and LOGIC

GOVERNMENT INVESTMENT POOLS

STRENGTH MOMENTUM

J.P.Morgan
ASSET MANAGEMENT

TexSTAR and LOGIC are local government investment pools formed in compliance with the Texas Interlocal Cooperation Act and the Texas Public Funds Investment Act.

These highly regarded programs offer Texas local governments with investment options for their cash management programs that provide preservation of principal, daily liquidity, portfolio diversification, and competitive yield, combined with an uncompromising commitment to service.

TexSTAR & LOGIC are administered by Hilltop Securities Inc. and JPMorgan Asset Management, Inc. Together, these organizations bring to the TexSTAR and LOGIC programs the powerful partnership of two leaders in financial services with a proven and noted track record in local government investment pool management.

ADVANTAGES OF POOLS

Economies of Scale

Professional Management

Ease of Use

*Source: J.P. Morgan Asset Management as of December 31,2024.

HilltopSecurities

ADVANTAGES OF POOLS

- TexSTAR & LOGIC are conservatively managed in full compliance with the Texas Public Funds Investment Act (PFIA).

- They are rated AAAm by Standard and Poor's and maintain a weighted average maturity of 60 days or less.

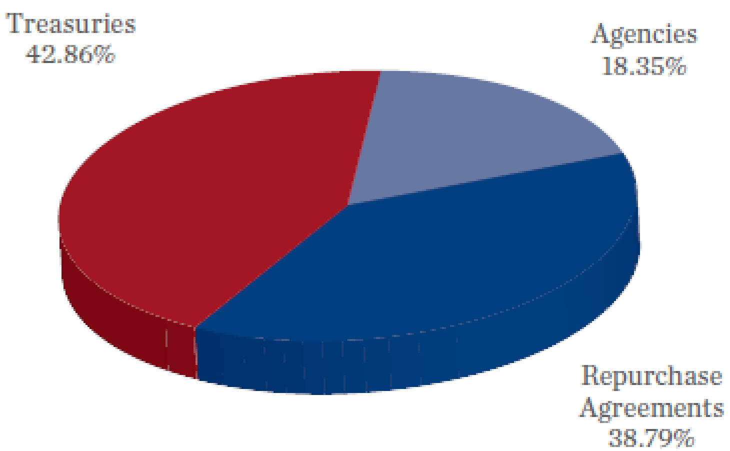
- Both pools seek to maintain a constant dollar objective.

- TexSTAR invests in government and agency securities and repurchase agreements fully collateralized by these securities.

- LOGIC provides additional diversification by investing in government and agency securities and repurchase agreements as well as commercial paper.

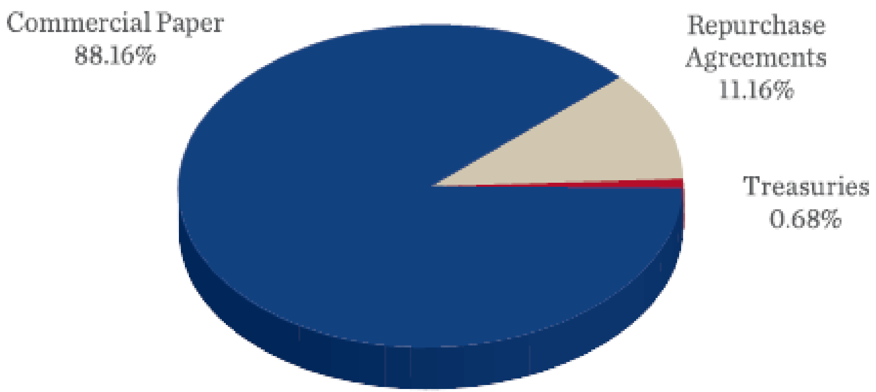
AS OF AUGUST 31, 2025

TexSTAR



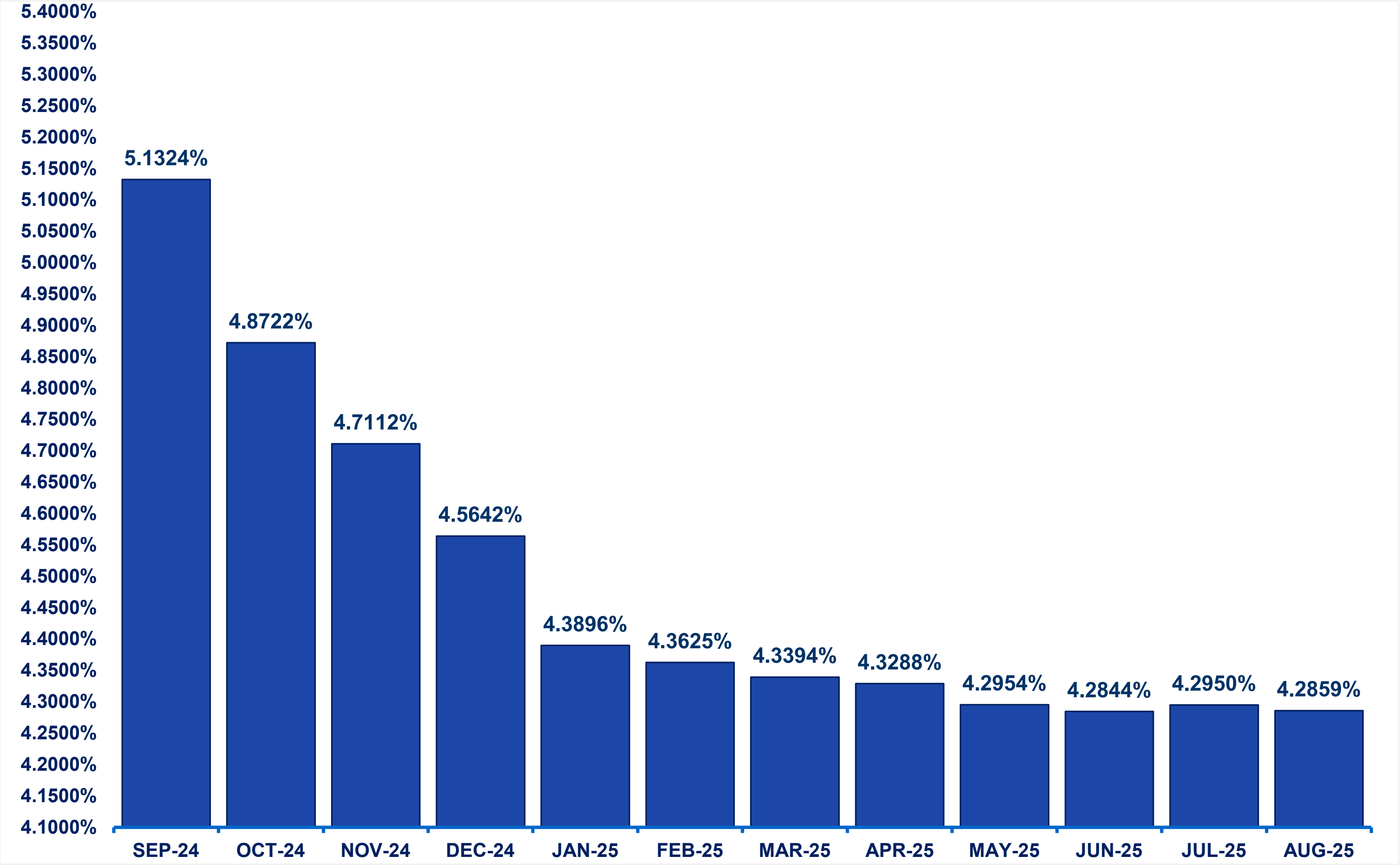
TexSTAR invests only in government and agency securities and repurchase agreements fully collateralized by these securities.

LOGIC



LOGIC provides additional diversification by investing in government and agency securities and repurchase agreements as well as commercial paper rated at least A1/P1 or higher which is 365 days or less in maturity as required by the PFIA.

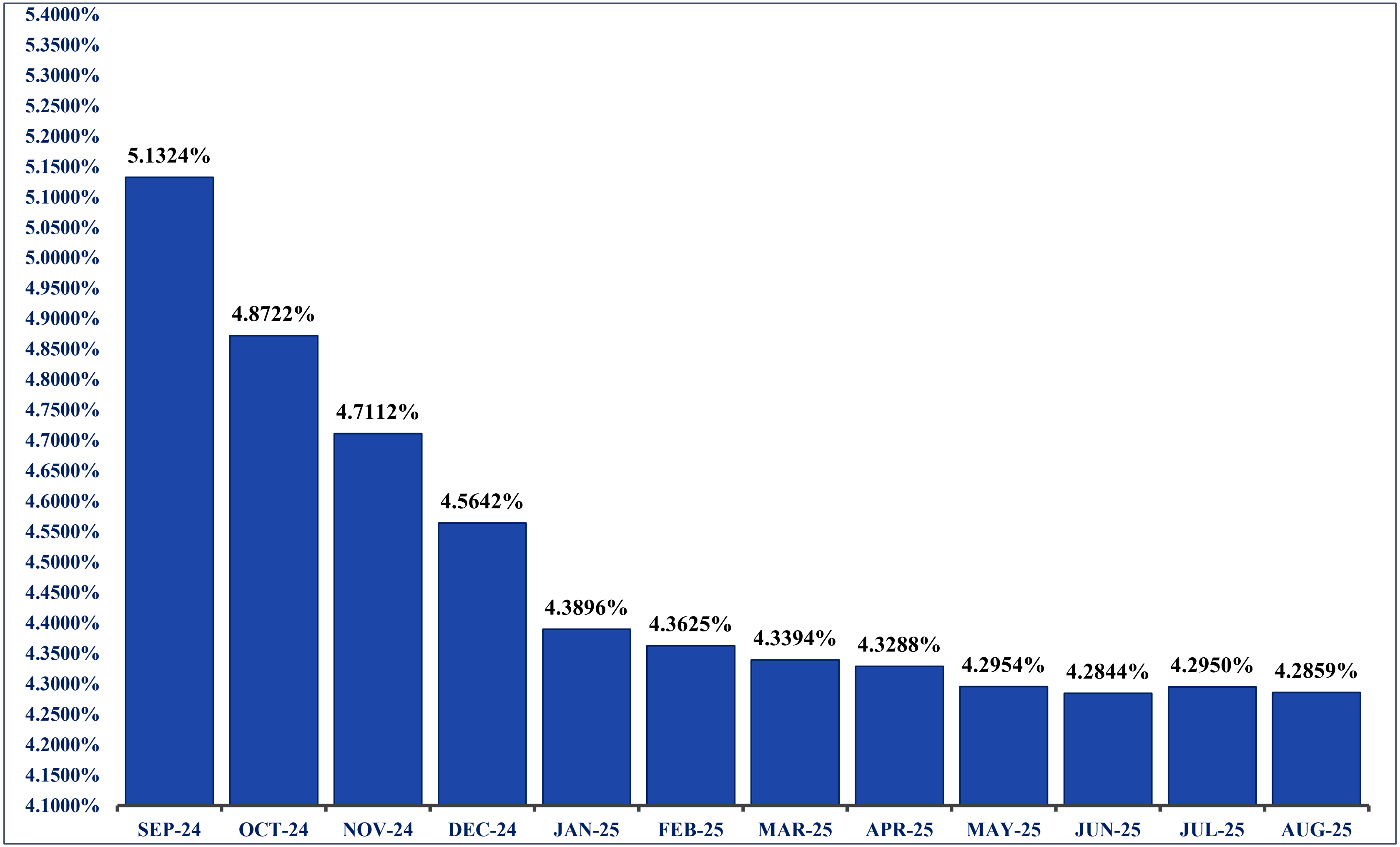
TexSTAR Average Monthly Rates:
September 2024 – August 2025



TexSTAR rates reflected are net of fees

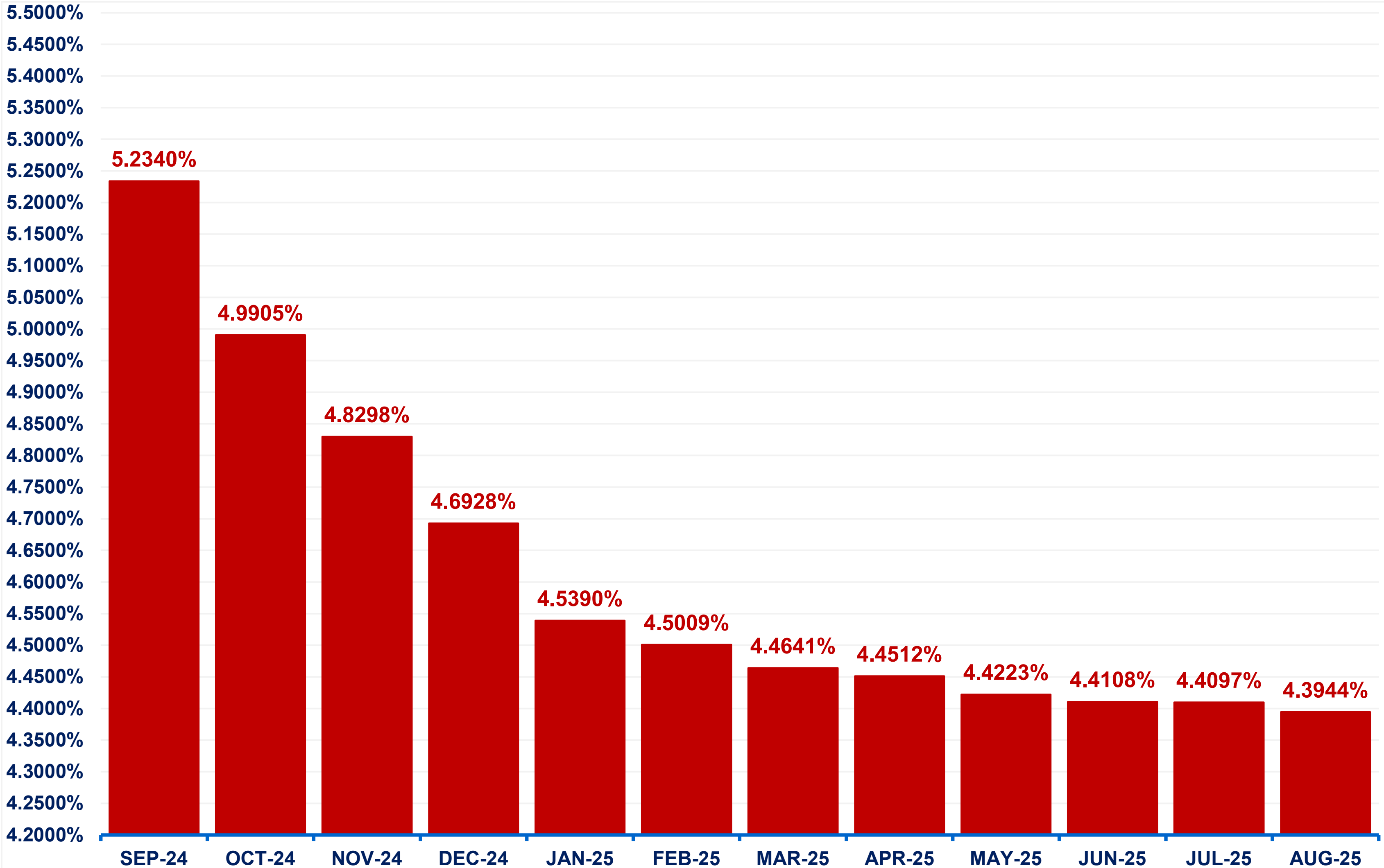
TEXSTAR AVERAGE MONTHLY RATES

SEPTEMBER 2024 – AUGUST 2025



TexSTAR rates reflected are net of fees

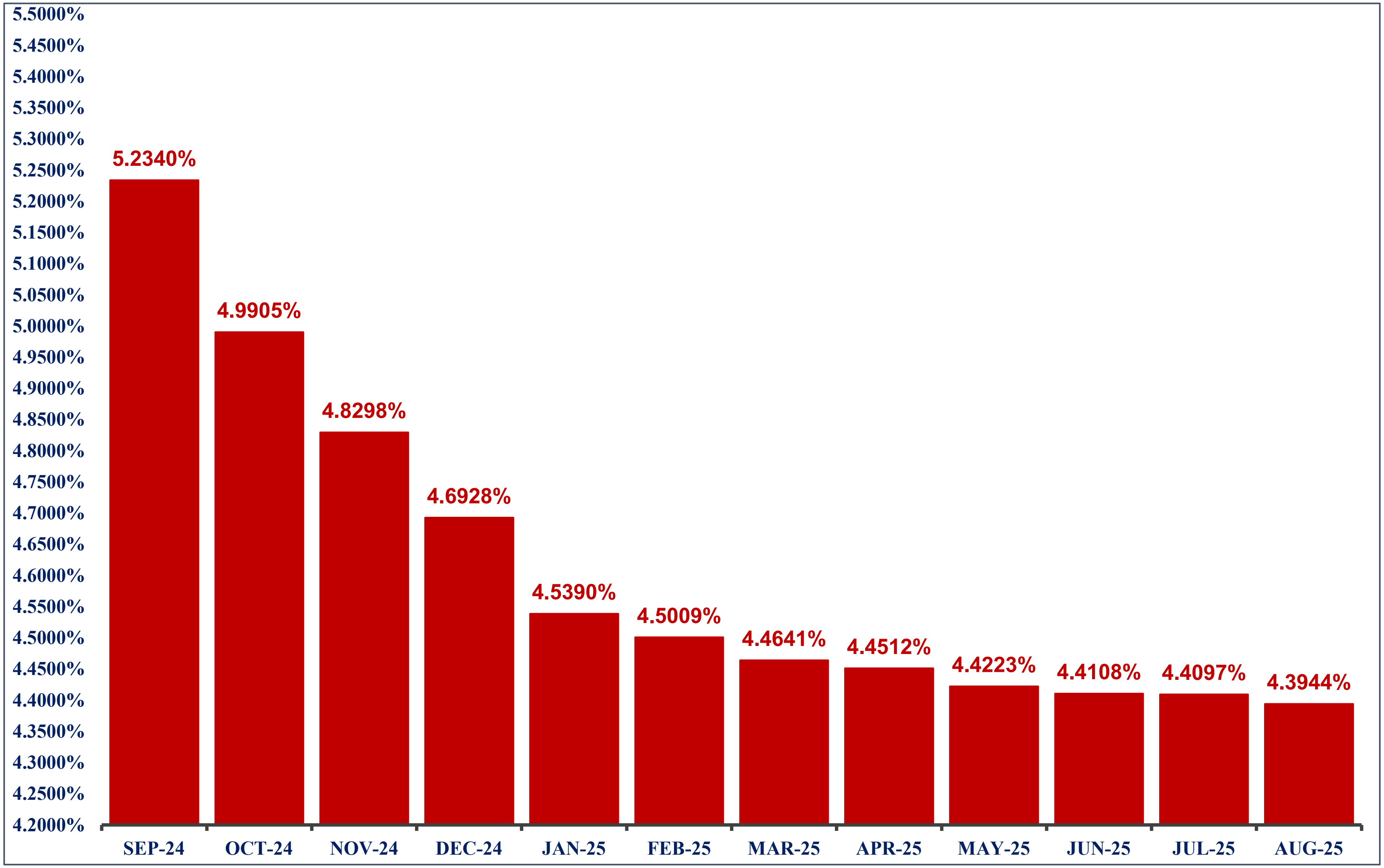
LOGIC Average Monthly Rates:
September 2024 – August 2025



LOGIC rates reflected are net of fees

LOGIC MONTHLY AVERAGE RATES

SEPTEMBER 2024 - AUGUST 2025



HilltopSecurities.

HilltopSecurities has partnered with JPMAM for over 20 years

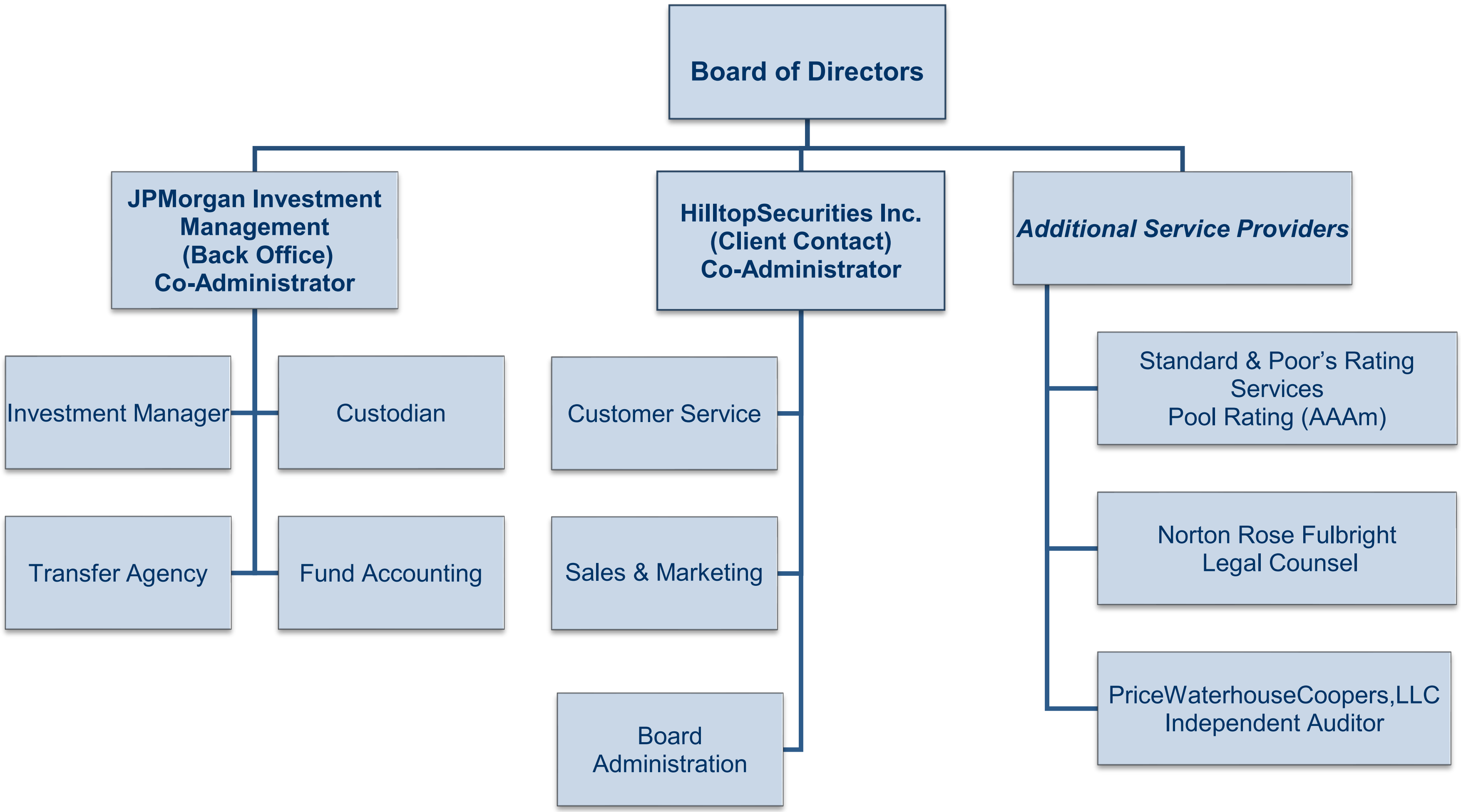
- JPMAM is the co-administrator with Hilltop for TexSTAR, LOGIC and FLSTAR
- HilltopSecurities is a distributor of JPMAM MMFs with the ability to offer the lowest expense share class regardless of minimum initial investment requirements

Short-fixed income is a primary focus of JP Morgan Asset Management (JPMAM)

- Over $1,278.0B in Short Term AUM as of December 31, 2024*
- Experienced portfolio management and credit research team averaging 22 years industry experience
- Disciplined, proven investment process

*Source: J.P. Morgan Asset Management as of December 31,2024.

ORGANIZATIONAL CHART



SPECIALIZED SERVICES

Bond Proceed Management

Customized Reporting

Direct Deposit Services

Arbitrage Rebate

Superior Products & Services

Full compliment of personalized services based on simplicity and convenience

- **Governing body of the entity adopts a Resolution authorizing participation in TexSTAR and LOGIC** and designating the individuals within the organization who will be authorized to transfer funds on their behalf.
- Entity completes and returns the enrollment documents.
- Once the account has been opened, a participant user manual will be mailed to new entities with copies of executed documents and instructions on how to initiate transactions and use the automated systems.

HilltopSecurities

TEXSTAR AND LOGIC DIFFERENCE

- Personal, common-sense approach
- Conservative management philosophy with safety of principal as the primary focus
- Highly responsive
- Diversification is emphasized to minimize credit and interest rate risk
- Keeping our clients informed is a primary goal
- Full transparency in our services and strategies

SAMPLE OF LOCAL GOVERNMENT INVESTMENT POOL CLIENTS

- Harris County
- Montgomery County
- Tarrant County
- Collin County
- Bexar County
- Fort Bend County

- Dallas, City of
- Fort Worth City of
- Arlington, City of
- Dallas ISD, *Student Pop. 139,000*
- Fort Worth ISD, *Student Pop. 74,326*
- Arlington ISD, *Student Pop. 55,594*

CONTACT INFORMATION

214.953.4170

TexSTAR and LOGIC:

Lance Flores I Asset Management
Lance.Flores@hilltopsecurities .com

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The TexSTAR & LOGIC Information Statements should be read careful before investing. The Information Statements can be obtained from the TexSTAR & LOGIC websites (www.texstar.org & www.logic.org) or by calling TexSTAR/LOGIC Participant Services at (800) 839-7827. Investors should consider the investment objectives, risks, charges and expenses associated with this or any security prior to investing. Investments in TexSTAR/LOGIC are not insured or guaranteed by the Federal Deposit Insurance Corporation (FDIC) or any other government agency and although the pools seek to preserve the value of the investment at a fixed price, it is possible to lose money by investing in the fund. For further information, contact TexSTAR/LOGIC Participant Services at (800) 839-7827.

HilltopSecurities[SM]

Investment Banking Solutions

APPLICATION FOR PARTICIPATION IN LOGIC

The undersigned local government (Applicant) applies and agrees to become a Participant in the Local Government Investment Cooperative (LOGIC) Trust.

1. **Authorization.** The governing body of Applicant has duly authorized this application by adopting the following resolution at a meeting of such governing body duly called, noticed, and held in accordance with the Texas Open Meeting Law, chapter 551, Texas Government Code, on October 21, 2025.

   WHEREAS, it is in the best interests of this governmental unit ("*Applicant*") to invest its funds jointly with other Texas eligible investing entities in the Local Government Investment Cooperative (LOGIC) Trust in order better to preserve and safeguard the principal and liquidity of such funds and to earn an acceptable yield; and

   WHEREAS, Applicant is authorized to invest its public funds and funds under its control in LOGIC and to enter into the Participation Agreement and Trust Instrument authorized herein;

   NOW, THEREFORE, BE IT RESOLVED THAT:

   SECTION 1. The form of application for participation in LOGIC attached to this resolution is approved. The officers of Applicant specified in the application are authorized to execute and submit the application, to open accounts, to deposit and withdraw funds, to agree to the terms for use of the website for online transactions, to designate other authorized representatives, and to take all other action required or permitted by Applicant under the Agreement created by the application, all in the name and on behalf of Applicant.

   SECTION 2. This resolution will continue in full force and effect until amended or revoked by Applicant and written notice of the amendment or revocation is delivered to the LOGIC Board of Trustees.

   SECTION 3. Terms used in this resolution have the meanings given to them by the application.

2. **Agreement.** Applicant agrees with other LOGIC Participants and the LOGIC Board of Trustees to the terms and conditions in the Participation Agreement and Trust Instrument, effective on this date, which are incorporated herein by reference. Applicant makes the representations, designations, delegations, and representations described in the Participation Agreement and Trust Instrument.

3. **Taxpayer Identification Number.** Applicant's taxpayer identification number is 75-6003070

4. **Contact Information.**

   Applicant primary mailing address: 405 Municipal Drive, Kennedale, TX 76060

   Applicant physical address (if different): ______

   Applicant main phone number: 817-985-2105

   Applicant main fax number: 817-478-7169

5. **Authorized Representatives.** Each of the following Participant officials is designated as Participant's Authorized Representative authorized to give notices and instructions to the LOGIC Board of Trustees in accordance with the Agreement, the Bylaws, the Investment Policy, and the Operating Procedures:

1. Name: Darrell HUll Title: City Manager

Signature: ______________________ Phone: 817-985-2105

Email: dhull@cityofkennedale.com

2. Name: Jonathan Horton Title: Director of Finance

Signature: ______________________ Phone: 817-985-2110

Email: jhorton@cityofkennedale.com

3. Name: ______________________ Title: ______________________

Signature: ______________________ Phone: ______________________

Email: ______________________

4. Name: ______________________ Title: ______________________

Signature: ______________________ Phone: ______________________

Email: ______________________

{REQUIRED} PRIMARY CONTACT: List the name of the Authorized Representative **listed above** that will be designated as the Primary Contact and will receive all LOGIC correspondence including transaction confirmations and monthly statements.

Name: Jonathan Horton

*{**OPTIONAL} INQUIRY ONLY CONTACT:*** In addition, the following additional Participant representative (***not listed above***) is designated as an ***Inquiry Only*** Representative authorized to obtain account information:

Name: BRigete Davenport Title: Accounting Associate II

Signature: ______________________ Phone: 817-985-2110

Email: bdavenport@cityofkennedale.com

Applicant may designate other authorized representatives by written instrument signed by an existing Applicant Authorized Representative or Applicant's chief executive officer.

REQUIRED
PLACE OFFICIAL SEAL OF ENTITY HERE

DATED ______________________

City of Kennedale
(NAME OF ENTITY/APPLICANT)

SIGNED BY:

____
(Signature of official)

____
(Printed name and title)

ATTESTED BY:

____
(Signature of official)

____
(Printed name and title)

FOR INTERNAL USE ONLY HTSLGIP100720251429 City of Kennedale
APPROVED AND ACCEPTED: LOCAL GOVERNMENT INVESTMENT COOPERATIVE (LOGIC)

....
AUTHORIZED SIGNER **DATE** ***V082023***

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: OCTOBER 21, 2025

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

SUBJECT
Land Purchase at 811 W Kennedale Parkway

ORIGINATED BY
Jonathan Horton, Finance Director

SUMMARY
This to consider purchasing real property situated in Tarrant County, Texas at 811 W Kennedale Parkway and that is legally described as follows: OAK CREST ADDITION BLOCK 11 LOT 1 THRU 3, Parcel ID 01989987. Additional information is attached.

RECOMMENDATION
Approve

ATTACHMENTS

1.	Staff Report 811 W Kennedale Parkway	Staff Report 811 W Kennedale Parkway.pdf
2.	Kennedale Parks, Recreation, and Open Space (36x48)	Kennedale Parks, Recreation, and Open Space (36x48).pdf
3.	Kennedale Future Land Use Plan	Kennedale Future Land Use Plan.pdf

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

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: OCTOBER 21, 2025

AGENDA ITEM NUMBER: INDIVIDUAL CONSIDERATION ITEM II.

SUBJECT
Consider Land Purchase 811 W Kennedale Parkway, Kennedale, TX

ORIGINATED BY NATHAN GONZALES

SUMMARY

The property located at 811 W Kennedale Parkway is approximately 9.3 acres and has been for sale for several months, generating numerous calls to the city's Community Development Department inquiring about the development potential of the site. All prospective buyers have proposed that the site be used for heavy truck parking. Although the property is currently zoned I-Industrial District, allowing truck parking, the entire site lies within the limits of the floodway (See Exhibits A & B).

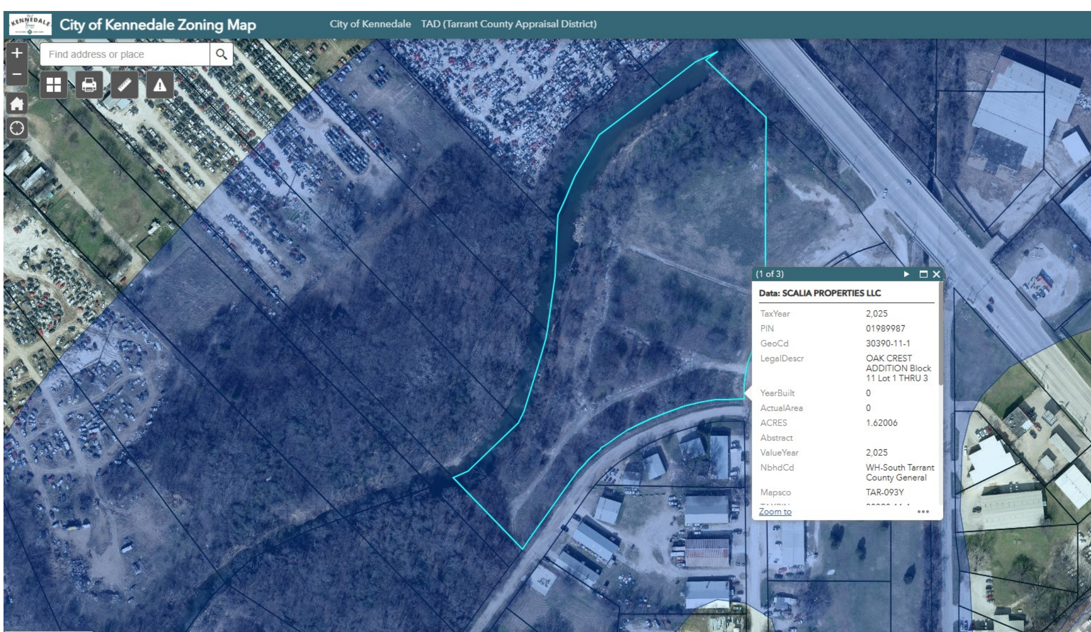

Exhibit A- 811 W Kennedale Pkwy highlighted (Dark blue shading indicates floodway)

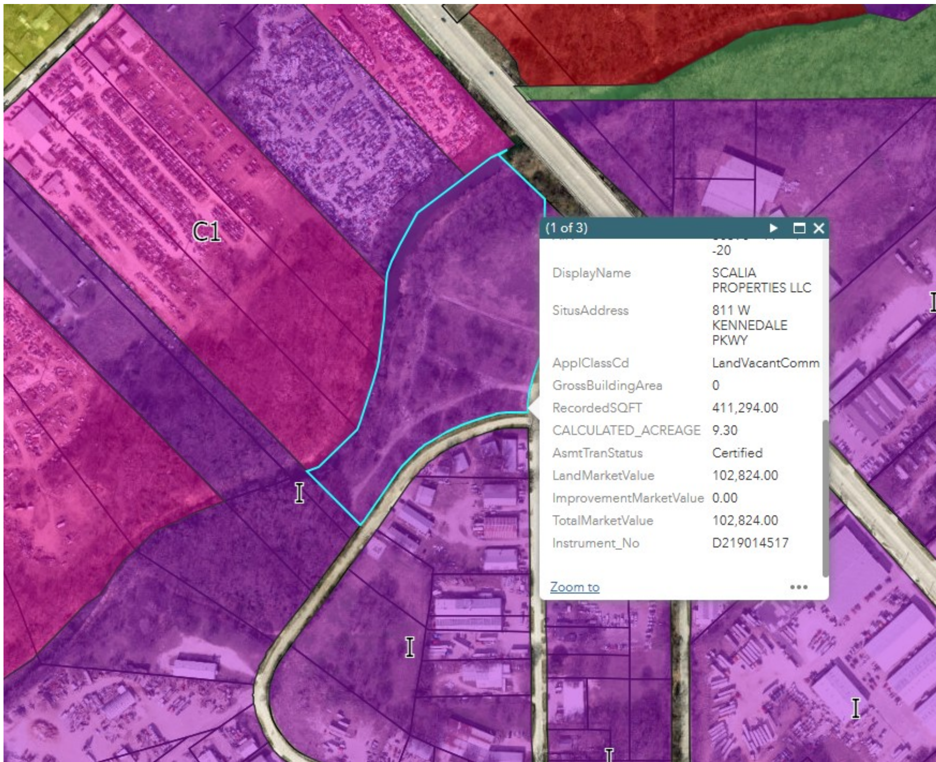

Exhibit B- 811 W Kennedale Pkwy I-Industrial Zoning (See Purple Shading)

Any fill or material brought into the development of the site will require substantial engineering review, approval, and study. As a result, this has limited interest from buyers after learning about the floodway.

It should be noted that a *floodway* differs from a *floodplain*. A floodway is an area where stormwater is known to flow during rain events. No building or storage of equipment or material is permitted within the floodway. A floodplain, however, is an area where floodwaters may extend in the event of a flood. There are two thresholds and delimitations, a 100-year and a 500-year. Building may occur within a floodplain; however, there are flood-proofing requirements and higher insurance rates that often apply, in addition to substantial engineering review. Building within a floodplain is often discouraged.

As the entire site of 811 W Kennedale Pkwy is located within the floodway, the most practical use for the property is to keep it as open green space. In fact, areas of floodways and floodplains are often reserved for the creation of parks, trails, and other natural amenities. The City's Future Land Use Plan envisions this gateway of the city to become a large open green space and park system (See Exhibit C & D, and the attached plans)

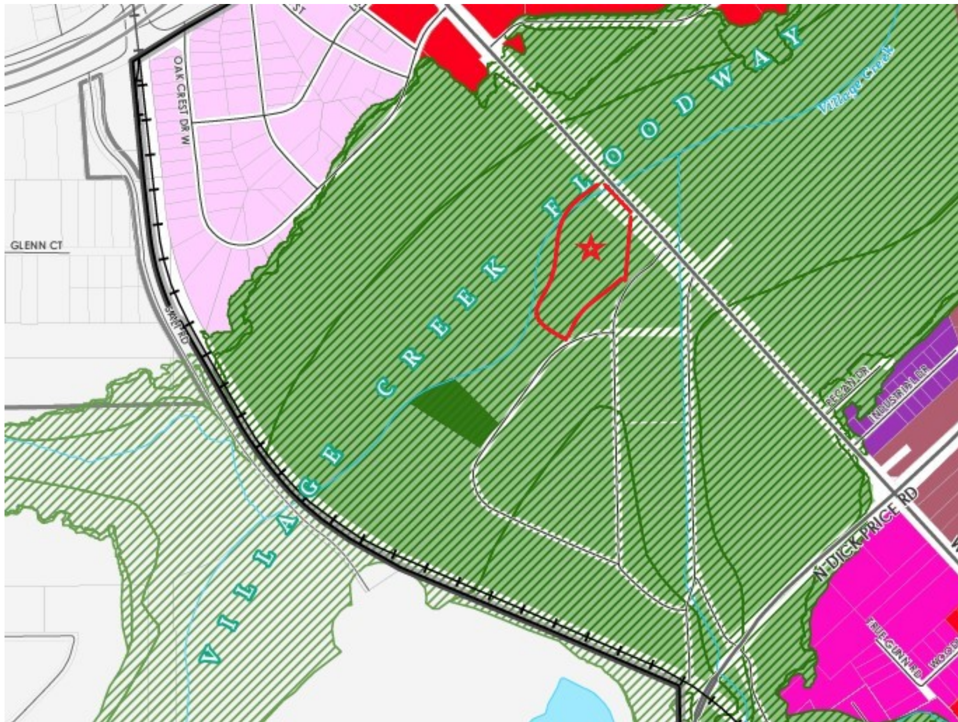

Exhibit C- Future Land Use Plan (811 W Ken. Pkwy highlighted in red)

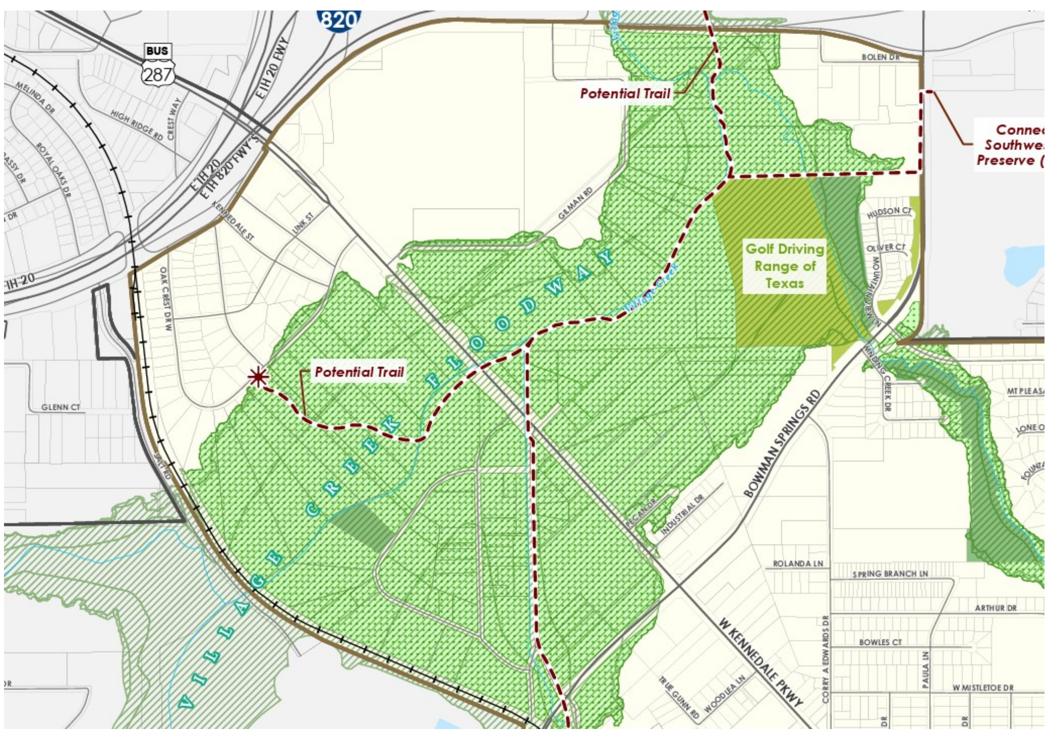

Exhibit D- Parks, Recreation, and Open Space Plan

When developed as such, these types of locations can become a major attraction for hikers, mountain bikers, and fishing enthusiasts, groups whose visits are known to boost local sales tax to nearby retailers and restaurants when coming and going to such places. The banks of Village Creek today are known as a local attraction for great fishing. Unfortunately, the site today is also a location used for illegal dumping and homeless encampments, requiring extra patrols from both police and code compliance. By developing the area as a park and trail system, those who prefer seclusion and privacy would find neither and likely decide not to return, as the area would become more well-traveled by users of the park system.

Further down Grapevine Trail, the city owns 2.5 acres of wooded land along Village Creek, which offers prime topography for mountain bike trails (See Exhibit E)

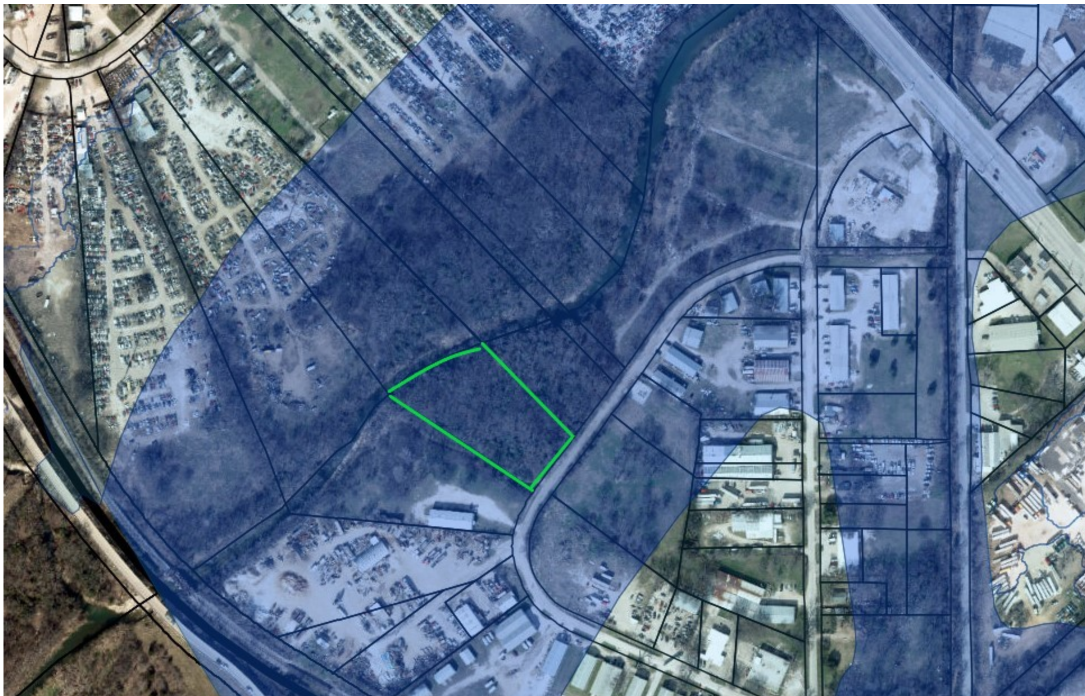

Exhibit E- 899 Grapevine Trail

If the EDC purchases the property at 811 W Kennedale Pkwy, the acreage can be consolidated with other parcels in the area, creating one of the largest and newest park systems in Southeastern Tarrant County, while at the same time meeting the goals of the city's Future Land Use Plan and Parks, Recreation, and Open Space Plan.

RECOMMENDATION

Staff recommends that the EDC approve the purchase of 811 W Kennedale Parkway.

City of Kennedale
Parks, Recreation, and Open Space
Potential Trailhead
Potential Trail
Railroad
Road
River / Stream
Lake / Pond
Floodplain
Parcel
Kennedale City Limits
Kennedale ETJ
Other City Limits
Existing Public Park
Existing Public Open Space
Existing Private Park, Recreation, or Open Space
Potential Park / Open Space
Created by
DUNAWAY
August 22, 2024
City of KENNEDALE Texas EST. 1887
YOU'RE HERE YOUR HOME
Lake Arlington
Connection to Arlington
Connection to Southwest Nature Preserve (Arlington)
Golf Driving Range of Texas
Potential Trail
Village Creek Floodway
Fort Worth Southeast Landfill
TownCenter Park
Railroad Park
Sonora Park
Rodgers Farm Park
Potential Trail
Fort Worth
Forest Hill
Arlington
Fort Worth ETJ
E IH 20 FWY
W INTERSTATE 20 FWY
EAST LOOP 820 SOUTH FWY
BOWMAN SPRINGS RD
W KENNEDALE PKWY
E KENNEDALE PKWY
N LITTLE SCHOOL RD
E KENNEDALE SUBLETT RD
W SUBLETT RD
W BROADWAY ST
S DICK PRICE RD
S NEW HOPE RD
KENNEDALE NEW HOPE RD
DICK PRICE RD
US 287 FWY

City of Kennedale
Future Land Use Plan
Railroad
Existing Road
Future Road (MTP)
River / Stream
Lake / Pond
Parcel
Kennedale City Limits
Kennedale ETJ
Other City Limits
Floodplain
Future Land Use
Residential (Low Density)
Residential (Medium Density)
Residential (High Density)
Old Town
Transit Oriented Development (TOD)
TownCenter
Local Commercial
General Commercial
Entertainment District
Institutional
Industrial
Utilities
City Parks, Recreation, and Open Space
Floodplain
Created by
DUNAWAY
October 14, 2024
City of KENNEDALE Texas EST. 1887
YOU'RE HERE YOUR HOME
A Future Land Use Plan shall not constitute zoning regulations or establish zoning district boundaries.
Arlington
Fort Worth
Forest Hill
FORT WORTH SOUTHEAST LANDFILL
TOWNCENTER
FORMER DRAG STRIP SITE
Potential Regional Park (to be Determined)
Fort Worth ETJ
Lake Arlington
VILLAGE CREEK FLOODWAY
DICK PRICE RD
BENNETT LAWSON RD
RENDON NEW HOPE RD
S EDEN RD
W INTERSTATE 20 FWY

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: OCTOBER 21, 2025

AGENDA ITEM NUMBER: INDIVIDUAL CONSIDERATION ITEM IV.C.3.

SUBJECT
Consider a resolution to DENY Oncor Electric Delivery Company LLC's proposed increase in revenue and its proposed changes to rates.

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

1.	R791 Oncor Electric Rates	R791 Oncor Electric Rates.pdf
2.	Dkt58306-Resolution-DENIAL-FINAL-AIS-092925	Dkt58306-Resolution-DENIAL-FINAL-AIS-092925.docx

RESOLUTION NO. 791

RESOLUTION BY THE CITY OF KENNEDALE ("CITY") DENYING ONCOR ELECTRIC DELIVERY COMPANY LLC'S APPLICATION TO INCREASE RATES RELATED TO ONCOR'S STATEMENT OF INTENT TO INCREASE RATES FILED ON OR ABOUT JUNE 26, 2025; REQUIRING THE REIMBURSEMENT OF MUNICIPAL RATE CASE EXPENSES; FINDING THAT THE MEETING COMPLIES WITH THE OPEN MEETINGS ACT; MAKING OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE

WHEREAS, Oncor Electric Delivery Company LLC ("Oncor" or "Company") filed a Statement of Intent with the City on or about June 26, 2025, to increase its revenues; and

WHEREAS, Oncor's proposed increase in rates would result in an increase of approximately $833.6 million in its annual revenue, which equates to an overall increase in revenue of approximately 13.0%; and

WHEREAS, the City is a regulatory authority under the Public Utility Regulatory Act ("PURA") and under Chapter 33, §33.001 et seq. of PURA has exclusive original jurisdiction over Oncor's rates, operations, and services within the municipality; and

WHEREAS, in order to maximize the efficient use of resources and expertise in reviewing, analyzing and investigating Oncor's rate request and its changes in tariffs the City coordinated its efforts with a coalition of similarly situated municipalities known as the Alliance of Oncor Cities ("AOC") and other cities; and

WHEREAS, Oncor failed to establish that its overall revenue request resulted in no more than an amount that will permit Oncor a reasonable opportunity to earn a reasonable return on the utility's invested capital used and useful in providing service to the public in excess of the utility's reasonable and necessary operating expenses; and

WHEREAS, Oncor failed to establish that its proposed rates were just and reasonable; and

WHEREAS, Oncor failed to establish that its proposed return on equity and its proposed overall rate of return is just and reasonable; and

WHEREAS, the City has previously: (1) suspended Oncor's proposed rate increase by 90 days; (2) authorized intervention in proceedings related to Oncor's proposed rate increase as a member of the coalition of cities known as the Alliance of Oncor Cities; (3) directed Oncor to reimburse AOC's rate case expenses; and (4) retained the law firm of Herrera Law & Associates, PLLC with respect to rate proceedings involving Oncor before the City, the Public Utility Commission of Texas, and courts of law and to retain consultants to review Oncor's rate application subject to AOC's approval.

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

Section 1. The findings set out in the preamble are in all things approved and incorporated herein as if fully set forth.

Section 2. Oncor failed to show that its proposed rates are just and reasonable.

Section 3. The City hereby **DENIES** Oncor's request to increase rates and in support of **DENIAL** finds that:

a) Oncor failed in its burden of proof to establish that its requested increase in revenue or the changes set forth in its tariffs attached to Oncor's Statement of Intent to increase rates, results in just and reasonable rates;

b) Oncor failed in its burden of proof to establish that adoption of its proposed rate base, expenses, investment, return on equity, rate of return, and other rate issues as presented in Oncor's Statement of Intent to increase rates, result in just and reasonable rates.

Section 4. The City authorizes its continued intervention and full participation, including settlement negotiations, in proceedings related to Oncor's Statement of Intent before the Public Utility Commission of Texas and related proceedings in courts of law and participation in the coalition of cities known as the Alliance of Oncor Cities.

Section 5. The City hereby orders Oncor to reimburse the City's rate case expenses as provided in the Public Utility Regulatory Act and that Oncor shall continue to do so on a monthly basis and within 30 days after submission of the AOC's invoices for the AOC's reasonable costs associated with the City's activities related to this rate review or to related proceedings involving Oncor before the City, the Public Utility Commission of Texas, or any court of law.

Section 6. The City, in coordination with the AOC, delegates to the City Manager and/or the City Attorney, or designee of such office, review of the invoices of the lawyers and rate experts for reasonableness before submitting the invoices to Oncor for reimbursement.

Section 7. A copy of this resolution shall be sent to Mr. Matt Henry, Vice President, General Counsel, Oncor, 1616 Woodall Rodgers Expressway, Dallas, Texas, 75202; Mr. Robert Schmidt, Regulatory Manager, Oncor/Regulatory Financial, 1616 Woodall Rodgers Expressway, Dallas, Texas, 75202; and to Mr. Alfred R. Herrera, Herrera Law & Associates, PLLC, 4400 Medical Pkwy, Austin, Texas 78756.

Section 8. The meeting at which this resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 9. This resolution supersedes any prior inconsistent or conflicting resolution or ordinance.

Section 10. This resolution shall become effective from and after its passage.

PASSED AND APPROVED this _______ day of ___________, 2025.

____

Mayor

ATTEST:

____

City Secretary

Consider a resolution to deny Oncor Electric Delivery Company LLC's proposed increase in revenue and its proposed changes to rates.

AGENDA INFORMATION SHEET
ITEM NO. ___________________

APPLICATION FOR AUTHORITY TO INCREASE RATES SUBMITTED BY ONCOR ELECTRIC DELIVERY COMPANY LLC ON ABOUT JUNE 26, 2025

BACKGROUND

On or about June 26, 2025, Oncor Electric Delivery Company LLC ("Oncor" or "Company") filed a Statement of Intent to increase its revenues by approximately $833.6 million, which equates to a net increase of approximately 13.0% in Oncor's overall revenue. Oncor proposes to implement its proposed increase in rates effective July 31, 2025. For a Residential customer using 1,000 kWh per month, their bill would increase by about $7.00 per month.

Earlier, sometime in about July, 2025, to allow time for review of Oncor's proposed increase in rates and to maintain current rates in effect, the City took its initial action on Oncor's application and suspended Oncor's proposed effective date until October 29, 2025.

The City must now take its *final* action on Oncor's application to increase rates, and must do so no later than October 29, 2025.

INTERVENTION AT THE PUBLIC UTILITY COMMISSION OF TEXAS

Oncor filed its Statement of Intent to raise rates with the City and with the Public Utility Commission of Texas ("PUCT") on the same date, June 26, 2025. Because Oncor filed its application with the City and with the PUCT on the same date, the City, as part of the Alliance of Oncor Cities ("AOC") intervened in the proceedings before the PUCT.

During the suspension period, through AOC the City participated in the proceedings, including hearings, at the PUCT. AOC through its Special Counsel, Herrera Law & Associates, PLLC, engaged rate consultants to evaluate Oncor's proposal to increase rates and will participate in the hearings to be held as directed by the PUCT. Under the procedural schedule in the case before the PUCT, AOC's experts' recommendations are due on October 17, 2025 and the hearings regarding Oncor's proposal to increase rates are scheduled to begin November 17, 2025 and are slated to end by November 21, 2025, after which the administrative law judges ("ALJs") will issue a proposal for decision ("PFD"). The ALJs' proposal for decision will be presented to the PUCT commissioners in April, 2026, for a final decision.

While there are numerous issues raised by Oncor's application to increase rates, AOC focused on several key issues that standing alone have the greater effect on Oncor's proposed increase: Oncor's rate of return, its depreciation expense, Oncor's funding for its self-insurance reserve and its incentive compensation for its employees including its executives, and Oncor's post Test Year adjustment to its payroll expense.

Regarding Oncor's rate of return, Oncor has requested an overall rate of return of 7.47%. While AOC's rate expert has not concluded his analysis, his preliminary assessment suggests that Oncor's requested rate of return is too high and will likely recommend a materially lower overall rate of return. But to provide an order of magnitude on the effect on rates of a relatively small change in the rate of return, a one percent change in overall rate of return is about $264 million in return dollars.

But at this juncture AOC's experts have not concluded their analysis. Their recommendations will be completed by October 17, 2025.

CITY JURISDICTION TO SET ONCOR'S RATES

Municipalities have exclusive, original jurisdiction over an electric utility's rates, services, and operations within a city's boundaries. This means that for a utility like Oncor to change its rates it must seek approval to do so from the city in which it provides its service. Even if a city has ceded its jurisdiction to the PUCT, a city nonetheless has the statutory right to participate in rate proceedings before the PUCT.

But, the PUCT has appellate jurisdiction over rate-setting decisions a city makes. This means that Oncor may appeal to the PUCT, a city's decision regarding rates. And to be clear: Oncor will appeal to the PUCT, the City's decision regarding rates.

PRIOR CITY ACTION

The City previously acted to suspend the effective date of Oncor's requested rate increase by 90 days. Contemporaneously with the City's prior action to suspend the rate increase, the City also: (1) authorized intervention in proceedings related to Oncor's proposed rate increase as a member of the coalition of cities known as the Alliance of Oncor Cities; (2) directed Oncor to reimburse AOC's rate case expenses; and (3) retained the law firm of Herrera Law and Associates, PLLC with respect to rate proceedings involving Oncor before the Public Utility Commission of Texas, including exploration of a settlement of the case, and courts of law and to retain consultants to review Oncor's rate application, all subject to AOC's approval.

We fully expect the parties to begin settlement discussions in earnest in the next few weeks.

RATE CASE EXPENSES

Cities, by statute, are entitled to recover their reasonable rate case expenses from the utility. The accompanying Resolution directs Oncor to continue to reimburse AOC's rate case expenses on a monthly basis based on presentation of approved invoices from the cities.

DENIAL

The attached Resolution denies Oncor's proposed increase in revenue and changes in rates and directs Oncor to reimburse AOC's rate case expenses.

RECOMMENDATION: DENY ONCOR'S PROPOSED INCREASE

AOC's Special Counsel and consultants have not concluded their analyses of Oncor's proposed increase in rates. Nonetheless, AOC's experts' preliminary assessment is that Oncor's proposed increase is not warranted and is too high.

So, because that analysis will not be complete in time for AOC cities to take final action by October 29, 2025, AOC's Special Counsel recommends that the City take action to deny Oncor's proposed increase in revenue and change in rates.

Oncor will file an appeal with the PUCT of the City's action denying Oncor its requested increase in rates, and the PUCT ultimately will rule on the merits of Oncor's request. AOC will continue its participation in Oncor's appeal at the PUCT.

A denial of Oncor's proposed increase maintains the status quo in rates until the PUCT issues its final order regarding Oncor's rates.

The City must take final action on Oncor's proposed increase by no later than October 29, 2025. ***If the City does not take action by October 29, 2025, Oncor's proposed rates are deemed approved by operation of law.***

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: OCTOBER 21, 2025

AGENDA ITEM NUMBER: INDIVIDUAL CONSIDERATION ITEM IV.C.4.

SUBJECT
Animal Control Services, City of Everman- Craig Spencer

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: October 21, 2025

AGENDA ITEM NUMBER: INDIVIDUAL CONSIDERATION ITEM IV. CXX

SUBJECT:
Consider the approval of a Professional Services Agreement for Stormwater Management Program Permit Compliance.

ORIGINATED BY:
Kristian Sugrim

SUMMARY:
Kennedale is currently a Phase 11 Stormwater municipality, commonly referred to as the municipal separate storm sewer system (MS4s), under the Texas Pollutant Discharge Elimination System (TPDES). Since the renewal of our existing permit in August 2024, there has been some new Texas Commission on Environmental Quality (TCEQ) requirements for Phase 11 permit compliance. Therefore, to remain compliant with these new requirements, the City has retained the services of Halff Associates, Inc. to develop the necessary best management practices (BMPs), attached.

Once these BMPs are developed and submitted to the TCEQ by December 31, 2025, I believe we will remain compliant with the 2024-2029 SWMP.

RECOMMENDATION:
Staff recommends that the Kennedale's City Council authorize the approval of this Agreement for Seventy-Two Thousand Four Hundred dollars, $72,400.00, with Halff Associates, Inc.

ATTACHMENTS:

AGREEMENT FOR PROFESSIONAL SERVICES ON A DEFINED SCOPE OF SERVICES BASIS

This Agreement for Professional Services (the "Agreement") is entered into by the **City of Kennedale** a **Home-rule City** of the State of **Texas** ("Client"), duly authorized to act by the **City Council** of said Client, and **HALFF ASSOCIATES, INC.**, a Texas corporation ("Halff") for the provision of professional engineering services by Halff to Client. Client and Halff may be collectively referred to as the "Parties" or individually as a "Party".

W I T N E S S E T H:

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

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

II. HALFF'S SERVICES. Halff shall provide to Client professional services as described in the scope of services attached hereto and fully incorporated herein as "**Exhibit A"** (the "Scope of Services").

a. **Independent Contractor Status.** Halff shall perform the services hereunder as an independent contractor and not as an agent or fiduciary of Client.

b. **Standard of Care.** Halff shall perform its services consistent with the professional skill and care ordinarily provided by members of the profession practicing in the same or similar locality under the same or similar circumstances (the "Standard of Care"). Nothing contained herein shall be construed to create any warranty or certification of any kind, and Halff shall not be required to provide any certification, assignment, or warranty. Upon written request and for a separate mutually agreed fee and fully executed contract amendment and at Halff's sole discretion, Halff may agree to provide certain specific written statements regarding its services. Such statements shall be in a form prepared by and acceptable to Halff and shall be requested with sufficient advance notice to allow Halff to review the documents and prepare a suitable statement.

c. **Timeliness of Performance.** Halff shall perform the Scope of Services as expeditiously as is consistent with the Standard of Care and the orderly progress of the project.

d. **Client Objection to Personnel.** If at any time after entering into this Agreement Client has a reasonable objection to any of Halff's personnel, or any personnel, professionals and/or consultants retained by Halff, Client shall notify Halff in writing of such objection providing reasonable details concerning Client's objections. Thereafter, Halff shall promptly propose substitutes to Client. Upon Client's mutual agreement, Halff's compensation shall be equitably adjusted to reflect any difference in Halff's costs occasioned by such substitution.

e. **Construction Estimates**. Client acknowledges and agrees that Halff's preparation of any estimate of probable construction costs, preliminary or otherwise, and any updated estimates of probable construction costs prepared by Halff, represent Halff's judgment as a design professional. Client further acknowledges and agrees that Halff has no control over the cost of labor, materials, or equipment; the Contractor's methods of calculating and estimating bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, Halff cannot and does not warrant or represent that bids or negotiated prices will not vary from Halff's estimate of probable construction costs (including any updates thereto) or from Client's budget or from any other estimate or evaluation, prepared or agreed to by Halff.

f. **Construction Observation.** Unless construction observation is specifically included in the Scope of Services, Client acknowledges and agrees that Halff's services do **not** include construction observation or review of any Third-party performance or other construction phase services. Client therefore assumes sole and complete responsibility for interpretation of all construction documents and construction activities and hereby waives any and all claims against Halff related to or resulting from the interpretation of construction documents, unauthorized modifications and construction errors and omissions.

g. **Additional Services and Change Orders**. Any service(s) not specifically listed in the Scope of Services will be considered "Additional Services" and shall be billed on an hourly basis pursuant to the current hourly rates of the personnel performing such Additional Services or if the parties agree upon an additional lump sum payment for the Additional Services such lump sum shall be set forth in a writing signed by Client and Halff. All Additional Services, when requested, shall be authorized in writing by Client prior to Halff proceeding with any such Additional Services. In the event Client requests to modify the Scope of Services (a "Change Order"), such Change Order shall be mutually agreed upon in writing by Client and Halff prior to Halff proceeding with any such changes. Change Orders shall be billed on an hourly basis pursuant to the current hourly rates of the personnel performing such Services or if the parties agree upon an additional lump sum payment for the Change Order such lump sum shall be set forth in a writing signed by Client and Halff. Notwithstanding the foregoing, if circumstances or conditions that were not originally contemplated or known to Halff become known that affect the Services to be performed under any Task Order (including, without limitation, schedule, compensation, allocation of risks), Halff will inform Client and Client agrees to engage in good faith renegotiation of the Services. If revised Services cannot be mutually agreed upon, either Party shall have the right to terminate this Agreement.

III. COMPENSATION AND PAYMENT TERMS.

a. **Payment Terms**. Client agrees to pay monthly invoices or their undisputed portions within thirty (30) calendar days of receipt. Payment later than thirty (30) calendar days shall include interest at one percent (1%) per month or lesser maximum enforceable interest rate, from the date of the invoice until the date Halff receives payment. Interest is due and payable when the overdue payment is made. Any delay in an undisputed payment constitutes a material breach of this Agreement.

b. **Suspension of Services due to Nonpayment**. It is understood and agreed by the Parties that Halff's receipt of payment(s) from Client is not contingent upon Client's receipt of payment, funding, reimbursement, or any other remuneration from any third-party. Client agrees that performance of the services under this Agreement is contingent upon Client's timely payment of invoices. In the event Client is delinquent on its payment of invoices, after receiving a notification from Halff of nonpayment, Halff shall have the right to stop providing the Services and to terminate this Agreement effective immediately.

c. **Fee and Cost Calculations**. Lump sum and time-related charges will be billed as specified in the Scope of Services. Unless stated otherwise in the Scope of Services, direct expenses, subcontracted services, and direct costs will be billed at actual cost plus a service charge of ten percent (10%). Mileage will be billed at current IRS rates. Rates used in the lump sum calculation(s), if applicable, are estimates and are not reflective of actual billing rates posted on invoices.

d. **Disputed Invoices.** If Client reasonably disagrees with any portion of an invoice, Client shall notify Halff in writing setting forth in reasonable detail the nature of the disagreement, including the invoice date and number and the amount disputed. Claims for disputed amounts must be made within thirty (30) days of the date of the relevant invoice. Client waives the right to dispute an invoice or portion thereof not disputed within said thirty (30) day period.

e. **Taxes**. The fees and costs stated in this Agreement exclude all sales, consumer, use and other taxes. Client agrees to fully reimburse Halff and its subcontractors for taxes paid or assessed in association with the services provided hereunder, whether those taxes were in effect as of the date of this Agreement or were promulgated after the date of this Agreement. This clause shall not apply to taxes associated with reimbursable or other Project related expenses, which shall be identified in the applicable invoice for reimbursement by Client.

IV. CLIENT'S OBLIGATIONS. Client agrees that it will (i) designate a specific person to act as Client's representative; (ii) provide Halff with all previous studies, reports, data, budget constraints, special Client requirements, or other pertinent information known to Client that are relevant to Halff's services; (iii) provide access to property owned by Client and or any third-party as may be necessary for the performance of Halff's services for Client; (iv) make prompt payments in response to Halff's statements; and (v) respond in a timely manner to requests from Halff. Halff is entitled to rely upon and use, without independent verification and without liability, all information and services provided by Client or Client's representatives.

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

VI. OWNERSHIP OF DOCUMENTS.

a. **License to Client.** Upon Halff's completion of services and receipt of payment in full, Halff grants to Client a non-exclusive license to possess and use the final drawings and instruments produced in connection with Halff's performance of the Scope of Services (collectively the "Deliverables"). The Deliverables may be copied, duplicated, reproduced, and used by Client for the sole purpose of constructing, operating and maintaining the Project for which the Deliverables were created. Notwithstanding the foregoing, Client understands and agrees that the Deliverables and any and all computer programs, GIS applications, proprietary data or processes, and certain other items related to the services performed hereunder are and shall remain the sole and exclusive property of Halff. Under no circumstances shall delivery of the Deliverables to Client be deemed a sale by Halff, and Halff makes no warranties, either express or implied, of merchantability or fitness for any particular purpose.

b. **Prohibition Against the Reuse of Deliverables**. Client agrees that the Deliverables are not intended or represented to be suitable for reuse by Client or any third-party for any purpose other than as set forth herein. Client agrees that Client may not use or reuse the Deliverables on any other project without the express written authorization of Halff and any reuse by Client, or by those who obtain said information from or through Client, without Halff's written consent, will be at Client's sole risk and without liability or legal exposure to Halff or to Halff's employees, agents, representatives, officers, directors, affiliates, shareholders, owners, members, managers, attorneys, subsidiary entities, advisors, subcontractors or independent contractors or associates (collectively "Halff's Affiliates").

c. **Indemnification for Reuse of Deliverables.** Client agrees to defend, indemnify and hold Halff and Halff's Affiliates harmless from and against any and all damages, liability and costs arising from the reuse of the Deliverables in violation of Section VI.b. above. Under no circumstances shall delivery of the Deliverables by Halff to Client be deemed a sale by Halff, and Halff makes no warranties, either express or implied, of merchantability or fitness for any particular purpose. In no event shall Halff be liable for any damages, including but not limited to indirect or consequential damages, as a result of Client's unauthorized use or reuse of the Deliverables.

d. **Electronic Files.** Client agrees that differences may exist between the electronic files and the printed hard-copy original documents provided by Halff. In the event of a conflict between the signed original documents prepared by Halff and any electronic or other files or data provided, it is understood and agreed that the original signed or sealed hard-copy documents shall govern.

VII. NOTICES. Any notice or communication required or permitted to be given hereunder may be delivered to the Parties as designated below, or such other address as may be designated in writing from time to time in accordance with this Section VII. by (a) personal delivery; (b) overnight courier (signature required); or (c) U.S. Mail (registered or certified only), return receipt requested. Such notice will be deemed to be given on the date of actual receipt.

To Halff:
Halff Associates, Inc.
Attn: Legal Department
2380 Performance Drive
Bldg C, Suite 150
Richardson, TX 75082
Telephone: 214-346-6200
With copies to legalhelp@halff.com

To Client:
City of Kennedale, Texas
Attn: Darrell Hull, City Manager
405 Municipal Drive
Kennedale, TX 76060
Tele: 817-985-2102
Email: dhull@cityofkennedale.com

VIII. INSURANCE. Halff agrees to maintain during the life of this Agreement, and for a period of four (4) years following the termination or expiration thereafter, the minimum insurance set forth below. Halff shall submit to Client a certificate of insurance prior to commencing performance of the Services.

a. Commercial general liability insurance, including personal injury liability, blanket contractual liability, and broad form property damage liability in an amount of not less than $2,000,000 per occurrence/aggregate.

b. Automobile bodily injury and property damage liability insurance with a limit of not less than $1,000,000.

c. Workers' Compensation and Employer's Liability: Insurance as required by applicable state and/or federal law (including Longshoremen's and Harbor Workers' Act and the Jones Act). The employer's liability policy limit shall not be less than $1,000,000.

d. Professional liability insurance (Errors and Omissions) with a limit of $2,000,000 per claim/annual aggregate.

e. Excess or Umbrella insurance with a limit not less than $5,000,000 per occurrence/general aggregate.

f. Halff shall name Client, its elected officials, directors, officers and employees as additional insureds for policies VIII.a. and VIII.b. To the extent allowed by each policy, Halff shall also provide a waiver of subrogation in favor of Client.

IX. DISPUTE RESOLUTION.

a. "Dispute" means any controversy, claim (whether for damages, costs, expenses or other losses) or disagreement by and between the Parties, whether in contract, tort, statutory or common law, legal or equitable, now existing or hereafter arising under or in connection with this Agreement including the interpretation, performance or non-performance, or exercise of rights under any provision of this Agreement.

b. **Negotiation**. In the event of a Dispute, the Parties agree that they shall first attempt to informally negotiate in good faith to resolve the Dispute through one or more meetings to be held between authorized representatives with decision-making authority from each Party for a period of not less than twenty-one (21) days. These informal negotiations are a condition precedent to both mediation and the institution of any legal or equitable proceedings, unless such meetings will infringe upon schedules defined by applicable statutes of limitation or repose in which case such meetings shall still be required, but the institution of said proceedings shall not be precluded for failure to meet this specific meeting requirement. All reasonable requests for information made by one Party to the other shall be honored. All negotiations and information exchanged between the Parties pursuant to this Section IX.b. shall be confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

c. **Mediation**. Excluding Disputes related to disputed and/or unpaid invoices which are not required to be mediated, if the Dispute cannot be resolved by negotiations pursuant to Section IX.b. above, the Parties shall endeavor to settle the Dispute by mediation under the then current construction industry mediation rules and procedures published by the American Arbitration Association ("AAA"). The Parties shall mutually agree on the mediator. If the Parties are unable to do so, or the agreed upon mediator is unwilling or unable to serve, AAA shall appoint a mediator. Costs associated with mediation shall be shared equally by Client and Halff. All reasonable requests for information made by one Party to the other shall be honored. The mediation and information exchanged between the Parties pursuant to this Section IX.c. shall be confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

d. **Litigation**. If the Dispute cannot be resolved by negotiation pursuant to Section IX.b. or mediation pursuant to Section IX.c., the Parties agree to submit to the exclusive venue and jurisdiction set forth in Section IX.e. below. The prevailing Party shall be entitled to recover from the other Party all fees, costs, and expenses related to such litigation, including, without limitation, reasonable attorneys' and expert witness' fees and all fees, costs and expenses of any appeals.

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

X. EXCLUSIVITY OF REMEDIES. The Parties acknowledge and agree that the remedies set forth in Section XI below are and shall remain the Parties' sole and exclusive remedy with respect to any Dispute. The Parties agree that Halff is to have no liability or responsibility whatsoever to Client for any Dispute, except as set forth in this Agreement. No Party shall be able to avoid the limitations expressly set forth in this Agreement by electing to pursue some other remedy or Dispute resolution method.

XI. AGREED REMEDIES

a. **No Individual Liability**. In no event shall Halff's individual employees, consultants, agents, officers or directors be subject to any personal legal exposure or liability for Disputes arising out of or in connection with this Agreement.

b. **LIMITATION OF LIABILITY.** IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH CLIENT AND HALFF, AND ACKNOWLEDGING THAT THE ALLOCATION OF RISKS AND LIMITATIONS OF REMEDIES ARE BUSINESS UNDERSTANDINGS BETWEEN THE PARTIES AND THESE RISKS AND REMEDIES SHALL APPLY TO ALL POSSIBLE LEGAL THEORIES OF RECOVERY, CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR ANY REFERENCE TO INSURANCE OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF HALFF AND HALFF'S AFFILIATES TO CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL DISPUTES, SHALL NOT EXCEED HALFF'S FEE RECEIVED HEREUNDER FOR THE SERVICES PERFORMED, ADJUSTED DOWNWARD TO ACCOUNT FOR SUBCONTRACTOR FEES INCURRED AND REIMBURSABLE EXPENSES, UNDER THIS AGREEMENT OR $50,000, WHICHEVER IS LOWER. INCREASED LIMITS MAY BE NEGOTIATED FOR AN ADDITIONAL FEE.

c. **Waiver of Consequential Damages.** Notwithstanding any other provision of this Agreement, neither Party shall be liable to the other Party for contingent, consequential or other indirect damages including, without limitation, damages for loss of use, revenue or profit; operating costs and facility downtime; or other similar business interruption losses, however, the same may be caused.

d. **Time Limit To Make A Claim.** Client may not assert any claim against Halff after the shorter of (1) three (3) years from substantial completion of the services giving rise to the claim, or (2) the statute of limitation provided by law, or (3) the statute of repose provided by law.

XII. PROJECT ENHANCEMENT/BETTERMENT.

a. **Betterments.** If a component of the Project is omitted from Halff's Deliverables due to the breach of this Agreement or negligence of Halff, Halff will not be liable to Client to the extent such omission relates to any betterment, improvement or added value component (collectively a "Betterment") added to the Project. Client will be responsible for the amount it would have paid for such Betterment as if such Betterment had been included in Halff's Deliverables. Notwithstanding the foregoing, Halff will be responsible only to the extent necessary to place Client in the same position it would have been but for Halff's breach or negligence, for the reasonable (i) retrofit expense, (ii) waste, or (iii) intervening increase in the cost of the Betterment furnished through a change order from Client. To the extent that unit pricing increases due to the addition of the Betterment, Client agrees that such cost increases would only be applicable to newly identified Betterments, not increases in quantity of existing items.

b. **Component Enhancements.** If it is necessary to replace a component of the Project due to the breach of this Agreement by or negligence of Halff, Halff will not be liable to Client for any enhancement or upgrade of such component beyond that originally included in the Deliverables. In addition, if the component has an identifiable useful life that is less than the Project itself, the damages of Client shall be reduced to the extent that the useful life of the original component will be extended by the replacement thereof.

c. **Betterment/Component Enhancement Exclusion.** IN THE EVENT OF A DISPUTE, THE PARTIES AGREE THAT HALFF'S LIABILITY, IF ANY, SHALL EXCLUDE ANY AND ALL DAMAGES, COSTS, AND EXPENSES THAT CREATE OR RESULT IN A BETTERMENT, COMPONENT ENHANCEMENT OR OTHER ADDED VALUE OR UPGRADE/ENHANCEMENT OF THE PROJECT RECEIVED BY CLIENT DUE TO HALFF'S BREACH OR NEGLIGENCE.

_____________/________________
Client Initial / Date

XIII. ASSIGNMENT. This Agreement is binding on the heirs, successors, and assigns of the Parties hereto. Neither this Agreement, nor any claims, rights, obligations, suits, or duties associated hereto, shall be assigned or assignable by either Client or Halff without the prior written consent of the other Party.

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

XV. SEVERABILITY. Should any one or more of the provisions contained in this Agreement be determined by a court of competent jurisdiction or by legislative pronouncement to be void, invalid, illegal, or unenforceable in any respect, such voiding, invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be considered as if the entirety of such void, invalid, illegal, or unenforceable provision had never been contained in this Agreement.

XVI. INTEGRATION. This Agreement For Professional Services and the Scope of Services are fully incorporated herein and represent the entire understanding of Client and Halff and supersedes and replaces all prior, contemporaneous and subsequent agreements, negotiations, representations, warranties, understandings, statements, promises, or inducements, whether oral or written, regarding the matters contained herein. No prior, contemporaneous, or subsequent communications, whether oral, written, electronic or other form, shall be of any force or effect with respect to the matters covered herein. Any amendments or modifications to this Agreement shall only be effective if made in writing and signed by both Parties.

XVII. NO THIRD-PARTY BENEFICIARIES. This Agreement is being entered into for the sole benefit of the Parties hereto, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever.

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

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

Halff Associates, Inc.	**Client:** **City of Kennedale** a **Home-rule City** of the State of **Texas**
Stephanie W. Griffin	
Print Name: **Stephanie W. Griffin**	**Print Name:** **Darrell Hull**
Title: **Vice President, Water Resources Director**	**Title:** **City Manager**
Date Signed: 10/8/2025	**Date Signed:** ______________

AGREEMENT FOR PROFESSIONAL SERVICES ON A DEFINED SCOPE OF SERVICES BASIS

EXHIBIT A - SCOPE OF SERVICES

In accordance with Section II of the Agreement for Professional Services by and between **CITY OF KENNEDALE, Texas** ("Client") and **Halff Associates, Inc.** ("Halff") dated ______________________________ (the "Agreement"), Halff shall provide the Scope of Services set forth below to Client in accordance with the Agreement. To the extent this Exhibit A conflicts with the Agreement, the Agreement shall control.

Project Name: **Storm Water Management Program (SWMP) Supplemental Services**

AVO: **056591.002**

Description of Services:

TASK 1: PROJECT MANAGEMENT AND COORDINATION

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

1. Attend one (1) virtual project kickoff meeting with staff from the City of Kennedale (City). The meeting will be coordinated by Halff and is intended to discuss key items, including the scope of work, project schedule, budget and any specific directives. Halff will provide a preliminary schedule.
2. Attend up to four (4) virtual progress meetings over the course of the development of the project to discuss specific task progress and to receive City feedback and direction. Prepare and submit meeting notes to City staff.
3. Prepare monthly project status updates and invoices.

Deliverables

- Meeting notes
- Monthly project status updates with invoices

TASK 2: 2024-2029 SWMP SUPPLEMENTAL SERVICES

Halff's proposed services include preparation of requirements in the City's recently updated MS4 Stormwater Management Program (SWMP). TCEQ uses the SWMP to permit stormwater discharges to surface water in the state under the TPDES Phase II Municipal Separate Storm Sewer System (MS4) General Permit, TXR040000.

Halff will prepare the subtasks below to support the City in achieving administrative compliance with the 2024-2029 TCEQ general permit, TXR040000. Specific tasks include:

1. **BMP 2.2: Develop an annual MS4 area-wide stormwater survey to seek public input on program implementation.**
   a. Develop one (1) survey, through Survey Monkey platform, for the City to implement annually for five (5) years.
   b. Develop text for the City to use to announce the survey opportunity.
   c. Develop one (1) tracking system (excel spreadsheet) for the City to estimate percentage of intended audience reached.
   d. Receive and address City comments on the survey, announcement and tracking spreadsheet. Finalize these three deliverables.
2. **BMP 3.3: Maintain and publicize a public reporting method for the public to report illicit discharges, illegal dumping, or water quality impacts associated with discharges into or from the small MS4 such as a reporting hotline, online form, or other similar mechanism.**
   a. Develop one (1) public reporting form for the City to incorporate into its website that provides the

_____________/________________
Client Initial / Date

opportunity for the public to report illicit discharge, illegal dumping, or water quality for the duration of the permit term. The City will be responsible for receiving, addressing and documenting all reported incidents.

   b. Develop text for one (1) announcement for the City to publicize the reporting method.
   c. Develop one (1) tracking spreadsheet for the City to estimate percentage of intended audience reached.
   d. Receive and address City comments on the survey, announcement and tracking spreadsheet. Finalize these three deliverables.

3. **BMP 3.4: Develop and maintain procedures for responding to illicit discharges, illegal dumping, and spills.**
   a. Host one (1) virtual meeting with City to assess the City's current response to reports regarding illicit discharges, illegal dumping, and/or spills.
   b. Develop one (1) draft memo documenting procedures for responding to illicit discharges, illegal dumping, and/or spills.
   c. Address City comments and finalize memo documenting the procedures for responding to illicit discharges, illegal dumping, and/or spills.
4. **BMP 3.5: Source investigation and elimination of illicit discharges and illegal dumping.**
   a. Develop one (1) draft checklist for investigation and elimination of illicit discharges and illegal dumping.
   b. Address City comments and finalize the checklist for investigation and elimination of illicit discharges and illegal dumping.
   c. Develop two (2) memoranda documenting source investigation and elimination procedures for known illicit discharges and/or illegal dumping incidents.
      i. Procedures to identify and locate source of illicit discharge or illegal dumping
      ii. Procedures to investigate and document the source of illicit discharges and illegal dumping
   d. Address City comments and finalize the two (2) memoranda.
   e. Develop tracking spreadsheet (excel) to document dates illicit discharges occurred, dates observed, results of investigation, follow up investigations, and the date the investigation was closed.
   f. Address City comments and finalize the tracking spreadsheet.
5. **BMP 3.7: Inspection Procedures.**
   a. Host one (1) virtual meeting with City to assess the City's current inspection process/procedure for addressing reports of illicit discharges, illegal dumping, and/or spills.
   b. Develop one (1) draft memo documenting inspection procedures for responding to illicit discharges, illegal dumping, and/or spills.
   c. Address City comments and finalize the memo documenting inspection procedures for responding to illicit discharges, illegal dumping, and/or spills.
6. **BMP 4.3: Develop site plan review procedures and checklist for the City.**
   a. Host one (1) virtual meeting with City to document the City's current site plan review procedures.
   b. Develop one (1) draft memo documenting the City's procedures for site plan reviews that includes a description of the documentation that the developer, contractor or operator must provide for the City's review. The memo will document the process that City staff will follow for reviewing said submittals prior to the start of construction.
   c. Address City comments and finalize the memo documenting the City's procedures for site plan reviews.
   d. Develop one (1) draft checklist for the City to utilize for site plan reviews.
   e. Address City comments and finalize the checklist for site plan reviews.
7. **MCM 6: Document the City's O&M program based on input provided by City staff.** Provide recommended improvements to incorporate updated BMP requirements.
   a. Host one (1) virtual meeting with City to document the City's current O&M program.
   b. Develop one (1) draft memo documenting O&M program.
   c. Address City comments and finalize memo documenting the O&M program.

Deliverables

- Digital copy of annual MS4 public stormwater survey for the City to distribute and collect results annually.
- Digital copy of text for the City to use to announce the survey opportunity.
- Digital copy of excel tracking system spreadsheet for MCM 2 (BMP 2.2.).
- Public reporting method for the City to post to the City's website
- Digital copy of text for the City to use to announce reporting mechanism.

- Digital copy of draft memo for procedures for responding to illicit discharges, illegal dumping, and spills.
- Digital copy of final memo for procedures for responding to illicit discharges, illegal dumping, and spills.
- Digital copy of excel tracking system spreadsheet for MCM 3 (BMP 3.3, 3.5).
- Digital copy of draft checklist for investigation and elimination of illicit discharges and illegal dumping.
- Digital copy of final checklist for investigation and elimination of illicit discharges and illegal dumping.
- Digital copy of two draft memos documenting source investigation and elimination procedures for known illicit discharges and illegal dumping incidents.
- Digital copy of two final memos documenting source investigation and elimination procedures for known illicit discharges and illegal dumping incidents.
- Digital copy of draft memo of inspection procedures for responding to illicit discharges, illegal dumping, and spills.
- Digital copy of final memo of inspection procedures for responding to illicit discharges, illegal dumping, and spills.
- Digital copy of draft memo for procedures for site plan review.
- Digital copy of final memo for procedures for site plan review.
- Digital copy of draft site plan review checklist.
- Digital copy of final site plan review checklist.
- Digital copy of draft memo documenting the O&M plan.
- Digital copy of final memo documenting the O&M plan.

FEE SUMMARY:

The total maximum fee for the services outlined in Exhibit A shall be on an hourly, not-to-exceed basis for $72,400.00, which includes direct costs associated with production of these services. A contract modification and budget increase will be necessary for Halff to continue providing these services once the budget is exhausted.

Halff will bill the project monthly per our current rates, and direct charges and travel expenses will be billed within the limits of this budget. A progress report will be provided with each invoice listing the tasks that have been performed and total hourly cost for each task.

Upon approval of the fee proposal and a "notice to proceed", the City shall furnish Halff with a work order number. The work order number will be included in the referenced reviews, billing and correspondence. Upon request, Halff can prepare proposals to assist the City in the implementation process of program elements.

A cost breakdown of the total fees is shown below:

Task 1: Project Management and Coordination…………………………………………………………………… $11,300.00
Task 2: 2024-2029 SWMP Supplemental Services………………………………………………………….. $61,100.00
Total……$72,400.00

RATE SCHEDULE

Halff shall be compensated for personnel time, non-labor expenses, and subcontract expenses in performing services in Exhibit A as follows:

Personnel time shall be compensated based on hours worked directly in performing this project multiplied by the appropriate labor category rate for the Halff team member performing the work. Labor category rate as presented in the rate schedule table below is the rate for each labor category performing the work and includes all direct salaries, overhead and profit. Rates are subject to a 10% increase each year in June.

CATEGORY	HOURLY RATE*
Administrative Assistant I	$72 - $95
Administrative Assistant II	$90 - $110
Administrative Assistant III	$105 - $129
Administrative Assistant IV	$125 - $160
Specialist I	$95 - $109
Specialist II	$105 - $148

Specialist III	$145 - $199
Specialist IV	$195 - $225
Specialist V	$225 - $393
Engineer I	$122 - $157
Engineer II	$146 - $193
Engineer III	$175 - $220
Engineer III	$215 - $275
Engineer V	$270 - $370

Direct expenses will be billed at 1.1 times direct cost incurred. Direct expenses include, but are not limited to, subcontractor expenses, mileage, travel and lodging expenses, mail, supplies, printing and reproduction services, other direct expenses associated with delivery of the work; plus applicable sales, use, value added, business transfer, gross receipts, or other similar taxes.

ITEMS EXCLUDED AND/OR OPTIONAL SUPPLEMENTAL SERVICES

The following services are excluded from this scope of work; however, the following services may be added as supplemental services if additional scope and fee is authorized by the City.

- TCEQ Notice of Change (NOC)
- Implementation of the SWMP activities
- Public outreach meetings
- Meetings with TCEQ
- Map preparation
- Digital creation of data such as GIS that provides proper traceable metrics for Public Involvement activities such as: Adopt-A-Spot, Adopt-A-Stream, Adopt-A-Street, Adopt-A-Catch Basin
- The creation of a structural control maintenance and enforcement program
- Hosting, planning, and attending events that might be required as BMPs
- Environmental permitting coordination with either State or Federal agencies not mentioned in the proposal
- Detailed evaluations of specialty clean-up efforts (I.E., illegal camp sites) that could require a specialty contractor
- Field surveys and Right-of-entry (any field work will utilize public right-of-way and/or easements)
- Field reconnaissance other than stated in proposal
- Stormwater sampling and testing
- Training
- Permit and/or application fees
- Any other Halff Associates, Inc. professional services other than stipulated in this scope of work.

Schedule:
Halff will commence work upon notice-to-proceed (NTP). The project deadline is six (6) months from NTP.

The City is required to have these elements to be compliant with the TCEQ outlined requirements in the General Permit. These items need to be developed and implemented within the first year of the permit term.

Service Contacts:

Halff Associates, Inc.
Contact Name: Stephanie Griffin
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Email: sgriffin@halff.com

CITY OF KENNEDALE
Contact Name: Darrell Hull
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Email: dhull@cityofkennedale.com

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: OCTOBER 21, 2025

AGENDA ITEM NUMBER: EXECUTIVE SESSION ITEM V.A.

SUBJECT
PURSUANT TO SECTION 551.0171 - consultation with the City Attorney pertaining to any matter in which the duty of the City Attorney under the Texas Disciplinary Rules of Professional Conduct may conflict with the Open Meetings Act, including discussion of any item posted on the agenda, legal issues regarding the Open Meetings Act.

ORIGINATED BY

SUMMARY
Consult with the City Attorney regarding the Investigation

RECOMMENDATION
Consult with the City Attorney regarding the Investigation

ATTACHMENTS

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: OCTOBER 21, 2025

AGENDA ITEM NUMBER: EXECUTIVE SESSION ITEM V.B.

SUBJECT
PURSUANT TO SECTION 551.074 personnel matters (1) to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee;

ORIGINATED BY

SUMMARY
Board & Commission Appointments

RECOMMENDATION

ATTACHMENTS