

**KENNEDALE CITY COUNCIL AGENDA**  
**REGULAR MEETING | DECEMBER 17, 2019**  
**CITY HALL COUNCIL CHAMBERS**  
**405 MUNICIPAL DRIVE, KENNEDALE, TX 76060**  
**WORK SESSION AT 5:30 PM | REGULAR SESSION AT 7:00 PM**

**I. CALL TO ORDER**

*To address the City Council regarding a Work Session item, submit a 'Request to Speak' form before the meeting begins. Speakers are allotted three (3) minutes, must limit their comments to the subject indicated on the form, and should address the Council as a whole, rather than individual Councilmembers or staff.*

**II. WORK SESSION**

A. WORK SESSION REPORTS

1. Introduction of Animal Control Officer (ACO) JaDarius Graves

B. REQUESTS FOR CLARIFICATION OF ITEMS LISTED ON THE AGENDA

**III. EXECUTIVE SESSION**

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

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

1. Discussion with the City Attorney regarding transition of utility billing customer service from Global Water Management, LLC (FATHOM)

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

1. City Manager's Annual Performance Evaluation

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

1. Discussion regarding potential economic development incentive agreement with Quick Roofing

**IV. REGULAR SESSION**

A. ROLL CALL

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

**C. VISITOR AND CITIZEN FORUM**

*At this time, any person may address the City Council, provided that a 'Request to Speak' form is submitted before the meeting begins. Speakers are allotted three (3) minutes, must limit their comments to the subject indicated on the form, and should address the Council as a whole rather than individual Councilmembers or staff. Neither formal action nor discussion may occur at this time. Those wishing to speak on an agenda item should indicate as much on the form, and will be called upon to speak when the Council considers that item.*

**D. REPORTS AND ANNOUNCEMENTS**

*In addition to any items below, the Mayor and Council 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 Council

2. Updates from the Mayor

Proclamation honoring KHS LadyKats 2019–20 Volleyball Team

3. Updates from the City Manager

4. November 2019 Financial Reports for the City and the EDC

**E. CONSENT AGENDA**

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

1. Approval of the minutes from the November 19, 2019 regular meeting

2. Approval of the minutes from the December 3, 2019 special meeting

**F. ITEMS FOR INDIVIDUAL CONSIDERATION**

1. Consider authorizing City Staff and consultants to proceed with refunding, for debt service savings, the City's outstanding Combination Tax and Revenue Certificates of Obligation, Series 2010

2. Consider appointment of a Chair of the Tax Increment Reinvestment Zone Board (TIRZ) #1 Board of Directors, pursuant to Ordinance 506, Section 3

3. Consider authorizing the City Manager to enter into a 1-year agreement with NetGenius for Information Technology (IT) services, at an annual cost of \$119,700

4. Consider adoption of Ordinance 687, amending the Kennedale Municipal Code, by amending Exhibit A "Schedule of Fees" of Section 2-3, "Fees for licenses, inspections, permits, etc." to adjust fees associated with multifamily building permits, engineering plat and plan review, and construction inspection

**G. PUBLIC HEARINGS**

1. **CASE# PZ 19-11** — Conduct a public hearing and consider Ordinance 685, regarding a request by Trifecta Homes, LLC for a rezoning from "R3" Residential to "R4" Residential for approximately 4 acres located at 962 Corry A Edwards Drive, Emerald Crest Estates, Block

1, Lot 6, 968 Corry A Edwards Drive, Emerald Crest Estates, Block 1, Lot 5R, 1022 N. Bowman Springs Road, Block 1, Lot 4R, 1028 N. Bowman Springs Road, Block 1, Lot 3R, 1034 N. Bowman Springs Road, Block 1, Lot 2R, and 1040 N. Bowman Springs Road, Block 1, Lot 1R, City of Kennedale, Tarrant County, Texas

H. TAKE ACTION NECESSARY, PURSUANT TO EXECUTIVE SESSION, IF NEEDED

1. Consider approval of or amendments to an employment agreement with George Campbell to serve as City Manager
2. Take any other action deemed necessary as a result of the Executive Session

I. ADJOURNMENT

**CERTIFICATION**

*I DO HEREBY CERTIFY THAT THE DECEMBER 17, 2019 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.*

  
\_\_\_\_\_  
LESLIE E. GALLOWAY, CITY SECRETARY

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

**MEETING DATE:** DECEMBER 17, 2019

**AGENDA ITEM NUMBER:** WORK SESSION ITEM II.A.1.

**SUBJECT**

Introduction of Animal Control Officer (ACO) JaDarius Graves

**ORIGINATED BY**

Tommy Williams, Police Chief

**SUMMARY**

At this time, Police Chief Tommy Williams will introduce the Animal Control Officer (ACO), JaDarius Graves.

**RECOMMENDATION**

None

**ATTACHMENTS**

**MEETING DATE:** DECEMBER 17, 2019

**AGENDA ITEM NUMBER:** WORK SESSION ITEM II.B.

**SUBJECT**

REQUESTS FOR CLARIFICATION OF ITEMS LISTED ON THE AGENDA

**ORIGINATED BY**

George Campbell, City Manager

**SUMMARY**

At this time, any member of the Council may request discussion or clarification from staff or consultants regarding any item listed on the agenda.

**RECOMMENDATION**

None

**ATTACHMENTS**

**MEETING DATE:** DECEMBER 17, 2019

**AGENDA ITEM NUMBER:** EXECUTIVE SESSION ITEM III.A.1.

**SUBJECT**

Discussion with the City Attorney regarding transition of utility billing customer service from Global Water Management, LLC (FATHOM)

**ORIGINATED BY**

George Campbell, City Manager

**SUMMARY**

**RECOMMENDATION**

**ATTACHMENTS**

**MEETING DATE:** DECEMBER 17, 2019

**AGENDA ITEM NUMBER:** EXECUTIVE SESSION ITEM III.B.1.

**SUBJECT**

City Manager's Annual Performance Evaluation

**ORIGINATED BY**

George Campbell, City Manager

**SUMMARY**

**RECOMMENDATION**

**ATTACHMENTS**

**MEETING DATE:** DECEMBER 17, 2019

**AGENDA ITEM NUMBER:** EXECUTIVE SESSION ITEM III.C.1.

**SUBJECT**

Discussion regarding potential economic development incentive agreement with Quick Roofing

**ORIGINATED BY**

George Campbell, City Manager

**SUMMARY**

**RECOMMENDATION**

**ATTACHMENTS**

**MEETING DATE:** DECEMBER 17, 2019

**AGENDA ITEM NUMBER:** REPORTS AND ANNOUNCEMENTS ITEM IV.D.1.

**SUBJECT**

Updates from the City Council

**ORIGINATED BY**

George Campbell, City Manager

**SUMMARY**

Updates and information from each of the Councilmembers, if any.

**RECOMMENDATION**

**ATTACHMENTS**

**MEETING DATE:** DECEMBER 17, 2019

**AGENDA ITEM NUMBER:** REPORTS AND ANNOUNCEMENTS ITEM IV.D.2.

**SUBJECT**

Updates from the Mayor

**ORIGINATED BY**

George Campbell, City Manager

**SUMMARY**

Updates and information from Mayor Brian Johnson, if any.

**RECOMMENDATION**

**ATTACHMENTS**

**MEETING DATE:** DECEMBER 17, 2019

**AGENDA ITEM NUMBER:** REPORTS AND ANNOUNCEMENTS ITEM IV.D.2.

**SUBJECT**

Proclamation honoring KHS LadyKats 2019–20 Volleyball Team

**ORIGINATED BY**

**SUMMARY**

**RECOMMENDATION**

**ATTACHMENTS**

|    |                                      |                                          |
|----|--------------------------------------|------------------------------------------|
| 1. | 2019_12.17 KHS Volleyball State 2019 | 2019_12.17 KHS Volleyball State 2019.pdf |
|----|--------------------------------------|------------------------------------------|

# PROCLAMATION

## *Honoring the 2019–20 KHS LadyKats Volleyball Team*

TUESDAY, DECEMBER 17, 2019

WHEREAS, the teamwork, dedication, sportsmanship, and talent of the 2019–20 KHS LadyKats Volleyball Team earned these student athletes a season record of 37-8, a district record of 12-0, and the honor of competing in the UIL Volleyball Class 4A State Championships; and

WHEREAS, this team brought honor to Kennedale ISD and the entire City of Kennedale by becoming the District 9-4A champions for the second year in a row and securing the program's first trip to the UIL State Tournament; and

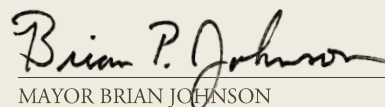
WHEREAS, members of the team were Amaya Constantino, Lillian Rychlik, Maddie Pyles, Gracyn Reed, Tatum Pavey, Bridget Barton, Bryley Steinhilber, Angel Mahjoub, Ella Childress, Taylor Poore, Katie Spell, Blair Ingram-Everett, Casey Guerry, Alex Youngblood, True Johnson, and Mikayla Earle; and

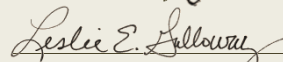
WHEREAS, Head Coach Kelly Carl, Assistant Coaches Cassie Bryant and Rachel Dixon, managers and trainers Brittney Tran, Jade Willingham, Shalie Wooden, Caroline Janek, and Shannon Johnson, and the players' parents and families were integral in guiding this team to victory; and

WHEREAS, KISD students, administration, faculty, and staff, along with fans throughout the community have had the privilege of proudly supporting the LadyKats Volleyball Program during this historic season;

NOW, THEREFORE, I, Brian Johnson, Mayor of Kennedale, do hereby recognize and congratulate the 2019–20 KHS LadyKats Volleyball Team on their outstanding accomplishments and commitment to always "*dream bigger*"!

IN TESTIMONY, WHEREOF, I have hereunto set my hand and caused the Seal of the City of Kennedale, Texas to be affixed this 17<sup>th</sup> day of December 2019.

  
MAYOR BRIAN JOHNSON

  
ATTEST: CITY SECRETARY LESLIE E. GALLOWAY

**MEETING DATE:** DECEMBER 17, 2019

**AGENDA ITEM NUMBER:** REPORTS AND ANNOUNCEMENTS ITEM IV.D.3.

**SUBJECT**

Updates from the City Manager

**ORIGINATED BY**

George Campbell, City Manager

**SUMMARY**

Updates and information from City Manager George Campbell, if any.

**RECOMMENDATION**

**ATTACHMENTS**

**MEETING DATE:** DECEMBER 17, 2019

**AGENDA ITEM NUMBER:** REPORTS AND ANNOUNCEMENTS ITEM IV.D.4.

**SUBJECT**

November 2019 Financial Reports for the City and the EDC

**ORIGINATED BY**

Lakeita Sutton, Director of Finance and Information Technology

**SUMMARY**

Please see the attached Financial Reports for the City (for the month ending November 30) and for the EDC (for the Month ending October 31).

**RECOMMENDATION**

**ATTACHMENTS**

|    |                                          |                                              |
|----|------------------------------------------|----------------------------------------------|
| 1. | 01 2019 11 City Financials Summary Sheet | 01 2019 11 City Financials Summary Sheet.pdf |
| 2. | 02 2019 11 City Financials General Fund  | 02 2019 11 City Financials General Fund.pdf  |
| 3. | 03 2019 11 City Financials Street Fund   | 03 2019 11 City Financials Street Fund.pdf   |
| 4. | 04 2019 11 City Financials Water Sewer   | 04 2019 11 City Financials Water Sewer.pdf   |
| 5. | 05 2019 11 City Financials Stormwater    | 05 2019 11 City Financials Stormwater.pdf    |
| 6. | 06 2019 11 City Financials Other Funds   | 06 2019 11 City Financials Other Funds.pdf   |
| 7. | 2019 10 EDC Monthly Financials           | 2019 10 EDC Monthly Financials.pdf           |
| 8. | 10 2019 Sales Tax Update-EDC             | 10 2019 Sales Tax Update-EDC.pdf             |

## Revenues & Expenditures - Budget & Actual Summary

FOR THE MONTH ENDED NOVEMBER 30, 2019

| GENERAL FUND<br>REVENUES |         |            |                    |
|--------------------------|---------|------------|--------------------|
| Budget                   | AMENDED | Actual     | Actual<br>Budget % |
| \$ 6,919,577             |         | \$ 677,095 | 9.8%               |

| GENERAL FUND<br>EXPENDITURES |         |              |                    |
|------------------------------|---------|--------------|--------------------|
| Budget                       | AMENDED | Actual       | Actual<br>Budget % |
| \$ 7,782,522                 |         | \$ 1,173,521 | 15.1%              |

| STREETS FUND<br>REVENUES |         |           |                    |
|--------------------------|---------|-----------|--------------------|
| Budget                   | AMENDED | Actual    | Actual<br>Budget % |
| \$ 838,926               |         | \$ 50,264 | 6.0%               |

| STREETS FUND<br>EXPENDITURES |         |            |                    |
|------------------------------|---------|------------|--------------------|
| Budget                       | AMENDED | Actual     | Actual<br>Budget % |
| \$ 1,052,153                 |         | \$ 110,076 | 10.5%              |

| WATER/SEWER FUND<br>REVENUES |         |            |                    |
|------------------------------|---------|------------|--------------------|
| Budget                       | AMENDED | Actual     | Actual<br>Budget % |
| \$ 4,028,331                 |         | \$ 705,228 | 17.5%              |

| WATER/SEWER FUND<br>EXPENDITURES |         |            |                    |
|----------------------------------|---------|------------|--------------------|
| Budget                           | AMENDED | Actual     | Actual<br>Budget % |
| \$ 4,350,939                     |         | \$ 837,222 | 19.2%              |

| STORMWATER FUND<br>REVENUES |         |           |                    |
|-----------------------------|---------|-----------|--------------------|
| Budget                      | AMENDED | Actual    | Actual<br>Budget % |
| \$ 300,900                  |         | \$ 44,983 | 14.9%              |

| STORMWAER FUND<br>EXPENDITURES |         |           |                    |
|--------------------------------|---------|-----------|--------------------|
| Budget                         | AMENDED | Actual    | Actual<br>Budget % |
| \$ 585,316                     |         | \$ 16,562 | 2.8%               |

**GENERAL FUND**  
**REVENUES AND EXPENDITURES - BUDGET AND ACTUAL**  
**FY 2019-20 WITH PRIOR YEAR COMPARISON**  
**FOR THE MONTH ENDED NOVEMBER 30, 2019**

|                                            | CURRENT FISCAL YEAR |                |                     |                     |              |                     |              | PRIOR FISCAL YEAR   |                     |                     |                     |                |
|--------------------------------------------|---------------------|----------------|---------------------|---------------------|--------------|---------------------|--------------|---------------------|---------------------|---------------------|---------------------|----------------|
|                                            | BUDGET              |                | ACTUAL              |                     |              | PROJECTED           |              | BUDGET              |                     | FY ACTUAL           |                     |                |
|                                            | FY 2019-2020        |                | M-T-D               | Y-T-D               | Y-T-D        | FY 2019-2020        |              | FY 2018-2019        |                     | FY 2018-2019        |                     |                |
|                                            | Adopted Budget      | Amended Budget |                     |                     |              |                     |              | Original Budget     | Amended Budget      | M-T-D Nov-18        | Y-T-D Nov-18        | Y-T-D % Budget |
| <b>Revenues:</b>                           |                     |                | Nov-19              | Nov-19              | % Budget     | Oct-19              | % Budget     |                     |                     |                     |                     |                |
| Property Taxes                             | \$ 4,210,532        |                | \$ 299,560          | \$ 439,708          | 10.4%        | \$ 701,755          | 16.7%        | \$ 3,832,433        | \$ 3,832,433        | \$ 319,312          | \$ 440,203          | 11.5%          |
| Sales / Beverage Tax                       | 1,402,458           |                | 562                 | 1,111               | 0.1%         | \$ 233,743          | 16.7%        | 1,275,794           | 1,275,794           | (92,603)            | 1,539               | 0.1%           |
| Grants / Contributions                     | 85,100              |                | 2,500               | 22,654              | 26.6%        | \$ 14,183           | 16.7%        | 76,327              | 76,327              | 392                 | 392                 | 0.5%           |
| Licenses / Permits                         | 175,070             |                | 5,488               | 78,261              | 44.7%        | \$ 29,178           | 16.7%        | 225,370             | 225,370             | 17,562              | 45,013              | 20.0%          |
| Fines / Fees                               | 179,700             |                | 8,237               | 18,381              | 10.2%        | \$ 29,950           | 16.7%        | 179,700             | 179,700             | 13,756              | 32,745              | 18.2%          |
| Charge for Services                        | 181,225             |                | 15,262              | 30,868              | 17.0%        | \$ 30,204           | 16.7%        | 190,950             | 190,950             | 20,049              | 30,349              | 15.9%          |
| Investment Earnings                        | 24,017              |                | 1,746               | 4,044               | 16.8%        | \$ 4,003            | 16.7%        | 10,000              | 10,000              | 4,634               | 8,967               | 89.7%          |
| Miscellaneous Income                       | 5,500               |                | 261                 | 556                 | 10.1%        | \$ 917              | 16.7%        | 106,070             | 106,070             | 459                 | 4,405               | 4.2%           |
| Intergovernmental                          | 652,475             |                | 40,623              | 81,249              | 12.5%        | \$ 108,746          | 16.7%        | 604,715             | 614,960             | 2,556               | 34,543              | 5.7%           |
| Surplus / Sales Rentals                    | 3,500               |                | 168                 | 263                 | 7.5%         | \$ 583              | 16.7%        | 3,400               | 3,400               | -                   | 880                 | 25.9%          |
| <b>Total Revenues</b>                      | <b>\$ 6,919,577</b> | <b>\$ -</b>    | <b>\$ 374,407</b>   | <b>\$ 677,095</b>   | <b>9.8%</b>  | <b>\$ 1,153,263</b> | <b>16.7%</b> | <b>\$ 6,504,759</b> | <b>\$ 6,515,004</b> | <b>\$ 286,117</b>   | <b>\$ 599,036</b>   | <b>9.2%</b>    |
| <b>Expenditures:</b>                       |                     |                |                     |                     |              |                     |              |                     |                     |                     |                     |                |
| City Manager                               | \$ 323,076          |                | \$ 28,157           | \$ 44,424           | 13.8%        | \$ 53,846.00        | 16.7%        | \$ 365,464          | \$ 365,464          | \$ 25,221           | \$ 36,919           | 10.1%          |
| Mayor and City Council                     | 186,444             |                | 14,351              | 17,009              | 9.1%         | \$ 31,074.00        | 16.7%        | 127,323             | 177,323             | 16,692              | 23,336              | 13.2%          |
| City Secretary                             | 179,811             |                | 8,884               | 27,123              | 15.1%        | \$ 29,968.50        | 16.7%        | 164,073             | 164,073             | 13,689              | 27,987              | 17.1%          |
| Municipal Court                            | 112,701             |                | 8,722               | 17,009              | 15.1%        | \$ 18,783.50        | 16.7%        | 108,147             | 108,148             | 8,981               | 16,291              | 15.1%          |
| Human Resources                            | 132,128             |                | 8,732               | 13,279              | 10.1%        | \$ 22,021.33        | 16.7%        | 104,908             | 104,909             | 6,512               | 10,717              | 10.2%          |
| Finance                                    | 393,017             |                | 20,828              | 36,071              | 9.2%         | \$ 65,502.83        | 16.7%        | 358,365             | 358,365             | 19,568              | 28,547              | 8.0%           |
| Police                                     | 2,563,035           |                | 204,899             | 406,138             | 15.8%        | \$ 427,172.50       | 16.7%        | 2,531,118           | 2,604,764           | 196,783             | 382,430             | 14.7%          |
| Police SRO                                 | 156,513             |                | 15,319              | 24,744              | 15.8%        | \$ 26,085.50        | 16.7%        | 155,077             | 155,077             | 13,209              | 22,268              | 14.4%          |
| Fire                                       | 2,386,910           |                | 155,482             | 268,792             | 11.3%        | \$ 397,818.33       | 16.7%        | 1,902,500           | 1,907,680           | 128,587             | 203,824             | 10.7%          |
| Community Development                      | 465,735             |                | 44,922              | 66,089              | 14.2%        | \$ 77,622.50        | 16.7%        | 371,589             | 371,590             | 26,931              | 43,710              | 11.8%          |
| Senior Citizen Center                      | 63,376              |                | 4,442               | 7,312               | 11.5%        | \$ 10,562.67        | 16.7%        | 54,528              | 54,528              | 2,472               | 4,787               | 8.8%           |
| Library                                    | 305,042             |                | 23,070              | 38,522              | 12.6%        | \$ 50,840.33        | 16.7%        | 268,261             | 268,259             | 33,879              | 52,764              | 19.7%          |
| Non-Departmental                           | 514,734             |                | 15,027              | 207,009             | 40.2%        | \$ 85,789.00        | 16.7%        | 511,749             | 511,749             | 13,571              | 188,959             | 36.9%          |
| <b>Total Expenditures</b>                  | <b>\$ 7,782,522</b> | <b>\$ -</b>    | <b>\$ 552,835</b>   | <b>\$ 1,173,521</b> | <b>15.1%</b> | <b>\$ 1,297,087</b> | <b>16.7%</b> | <b>\$ 7,023,102</b> | <b>\$ 7,151,929</b> | <b>\$ 506,095</b>   | <b>\$ 1,042,539</b> | <b>14.6%</b>   |
| <b>Total Revenues Over (Under) Exp</b>     | <b>\$ (862,944)</b> | <b>\$ -</b>    | <b>\$ (178,428)</b> | <b>\$ (496,426)</b> |              | <b>\$ (143,824)</b> |              | <b>\$ (518,342)</b> | <b>\$ (636,925)</b> | <b>\$ (219,978)</b> | <b>\$ (443,503)</b> |                |
| <b>Other Financing Sources (Uses):</b>     |                     |                |                     |                     |              |                     |              |                     |                     |                     |                     |                |
| Non-cash Transactions:                     | -                   | -              | -                   | -                   |              | -                   |              | -                   | -                   | -                   | -                   |                |
| Capital lease proceeds                     | -                   |                | -                   |                     |              | -                   |              | -                   | -                   | -                   | -                   |                |
| Capital expenditures                       | -                   |                | -                   | -                   |              | -                   |              | -                   | -                   | -                   | -                   |                |
| Transfers In (Out):                        | -                   |                |                     |                     |              |                     |              |                     |                     |                     |                     |                |
|                                            | -                   |                |                     |                     |              |                     |              | -                   | -                   | -                   | -                   |                |
| <b>Net Change in Fund Balance</b>          | <b>\$ (862,944)</b> | <b>\$ -</b>    |                     | <b>\$ (496,426)</b> |              |                     |              | <b>\$ (518,342)</b> | <b>\$ (636,925)</b> |                     |                     |                |
| Total Unassigned Fund Balance - BOY        | 1,480,503           | -              |                     | 1,480,503           |              |                     |              |                     | 1,746,714           |                     |                     |                |
| <b>Ending Fund Balance Sept. 30</b>        | <b>\$ 617,559</b>   | <b>\$ -</b>    |                     | <b>\$ 984,077</b>   |              |                     |              |                     | <b>\$ 1,109,789</b> |                     |                     |                |
| Less: Commitments for Specific Use         | -                   | -              |                     | -                   |              |                     |              |                     |                     |                     |                     |                |
| Less: Assigned for Specific Use            | -                   | -              |                     | -                   |              |                     |              |                     |                     |                     |                     |                |
| <b>Ending Fund Balance - Unassigned</b>    | <b>\$ 617,559</b>   | <b>\$ -</b>    |                     | <b>\$ 984,077</b>   |              |                     |              |                     | <b>\$ 1,109,789</b> |                     |                     |                |
| <b>AVERAGE DAILY EXPENDITURES</b>          | <b>21,322</b>       | <b>-</b>       |                     | <b>3,215</b>        |              |                     |              |                     | <b>19,594</b>       |                     |                     |                |
| <b>NUMBER OF DAYS IN RESERVE</b>           | <b>29</b>           |                |                     | <b>306</b>          |              |                     |              |                     |                     | <b>57</b>           |                     |                |
| <b>FUND BALANCE AS A % OF EXPENDITURES</b> | <b>7.94%</b>        |                |                     | <b>83.86%</b>       |              |                     |              |                     |                     | <b>15.52%</b>       |                     |                |

**STREETS FUND**  
**REVENUES AND EXPENDITURES - BUDGET AND ACTUAL**  
**FY 2019-20 WITH PRIOR YEAR COMPARISON**  
**FOR THE MONTH ENDED NOVEMBER 30, 2019**

|                                           | CURRENT FISCAL YEAR |                |                    |                    |              |                    |              | PRIOR FISCAL YEAR   |                     |                  |                    |                |
|-------------------------------------------|---------------------|----------------|--------------------|--------------------|--------------|--------------------|--------------|---------------------|---------------------|------------------|--------------------|----------------|
|                                           | BUDGET              |                | ACTUAL             |                    |              | PROJECTED          |              | BUDGET              | FY ACTUAL           |                  |                    |                |
|                                           | FY 2019-2020        |                | M-T-D              | Y-T-D              | Y-T-D        | FY 2019-2020       |              | FY 2018-2019        | FY 2018-2019        |                  |                    |                |
|                                           | Original Budget     | Amended Budget | Nov-19             | Nov-19             | % Budget     | Nov-19             | % Budget     | Original Budget     | Amended Budget      | M-T-D Nov-18     | Y-T-D Nov-18       | Y-T-D % Budget |
| <b>Revenues:</b>                          |                     |                |                    |                    |              |                    |              |                     |                     |                  |                    |                |
| Franchise Fees Telephone                  | \$ 36,622           |                | \$ 200             | \$ 400             | 1.1%         | \$ 6,103.67        | 16.7%        | \$ 40,000           | \$ 40,000           | \$ 7,731         | \$ 7,793           | 19%            |
| Franchise Fees Garbage                    | 69,300              |                | 2,443              | 2,443              | 3.5%         | 11,550             | 16.7%        | 70,000              | 70,000              | 2,408            | 14,143             | 20%            |
| Franchise Fees Gas                        | 65,120              |                |                    |                    |              | 10,853             | 16.7%        | 53,000              | 53,000              | -                | -                  | 0%             |
| Franchise Fees Electricity                | 315,583             |                | 1,629              | 1,629              | 0.5%         | 52,597             | 16.7%        | 295,000             | 295,000             | -                | -                  | 0%             |
| Franchise Fees Cable                      | 54,450              |                |                    |                    |              | 9,075              | 16.7%        | 50,000              | 50,000              | -                | -                  | 0%             |
| Franchise Fees Water Sew                  | 267,106             |                | 22,259             | 44,518             | 16.7%        | 44,518             | 16.7%        | 189,869             | 189,869             | -                | -                  | 0%             |
| Investment Income                         | 7,000               |                | 450                | 1,034              | 14.8%        | 1,167              | 16.7%        | 2,000               | 2,000               | 461              | 892                | 45%            |
| TexDot Connecting Kennedale               |                     |                |                    |                    |              |                    |              |                     |                     | 41,555           | 41,555             |                |
| Misc. Income                              |                     |                |                    |                    |              |                    |              |                     |                     | 10               | 10                 |                |
| Admin Charge - Strm Water                 | 19,995              |                |                    |                    |              | 3,333              | 16.7%        | 19,995              | 19,995              |                  |                    | 0%             |
| Park Pavilion Rental                      | 3,700               |                | -                  | 240                | 6.5%         | 617                | 16.7%        | 4,500               | 4,500               | 45               | 15                 | 0%             |
| Ballfield Rental                          | 50                  |                |                    |                    |              | 8                  | 16.7%        | 350                 | 350                 |                  |                    | 0%             |
| Sale of Parts/Assets                      |                     |                |                    |                    |              |                    |              |                     |                     |                  |                    |                |
| Transfer In Park Dedication               |                     |                |                    |                    |              |                    |              |                     |                     |                  |                    |                |
| Transfer In TIF Fund                      |                     |                |                    |                    |              |                    |              |                     |                     |                  |                    |                |
| Transfer In Donation Fund                 |                     |                |                    |                    |              |                    |              |                     |                     |                  |                    |                |
| <b>Total Revenues</b>                     | <b>\$ 838,926</b>   | <b>\$ -</b>    | <b>\$ 26,981</b>   | <b>\$ 50,264</b>   | <b>6.0%</b>  | <b>\$ 139,821</b>  | <b>16.7%</b> | <b>\$ 759,714</b>   | <b>\$ 759,714</b>   | <b>\$ 52,210</b> | <b>\$ 64,408</b>   | <b>8%</b>      |
| <b>Expenditures:</b>                      |                     |                |                    |                    |              |                    |              |                     |                     |                  |                    |                |
| Street Maintenance                        | \$ 850,176          |                | \$ 65,144          | \$ 105,158         | 12.4%        | \$ 141,696.00      | 16.7%        | \$ 740,910          | \$ 740,910          | \$ 49,993        | \$ 74,940          | 10%            |
| Park Maintenance                          | 122,920             |                | 2,485              | 4,918              | 4.0%         | 20,487             | 16.7%        | 125,920             | 125,920             | 2,494            | 4,593              | 4%             |
| Capital Projects                          | 79,057              |                | -                  | -                  | 0.0%         | 13,176             | 16.7%        | 79,058              | 79,058              | -                | -                  | 0%             |
| <b>Total Expenditures</b>                 | <b>\$ 1,052,153</b> | <b>\$ -</b>    | <b>\$ 67,629</b>   | <b>\$ 110,076</b>  | <b>10.5%</b> | <b>\$ 175,359</b>  | <b>16.7%</b> | <b>\$ 945,888</b>   | <b>\$ 945,888</b>   | <b>\$ 52,487</b> | <b>\$ 79,533</b>   | <b>8%</b>      |
| <b>Total Revenues Over (Under) Exp</b>    | <b>\$ (213,227)</b> | <b>\$ -</b>    | <b>\$ (40,648)</b> | <b>\$ (59,812)</b> |              | <b>\$ (35,538)</b> |              | <b>\$ (186,174)</b> | <b>\$ (186,174)</b> | <b>\$ (277)</b>  | <b>\$ (15,125)</b> |                |
| <b>Other Funding Sources (Uses):</b>      |                     |                |                    |                    |              |                    |              |                     |                     |                  |                    |                |
| Non-cash transactions:                    |                     |                |                    |                    |              |                    |              |                     |                     |                  |                    |                |
| Capital lease proceeds                    | -                   |                |                    |                    |              |                    |              |                     |                     |                  |                    |                |
| Capital expenditures                      | -                   |                |                    |                    |              |                    |              |                     |                     |                  |                    |                |
| Transfers In (Out):                       |                     |                |                    |                    |              |                    |              |                     |                     |                  |                    |                |
| Debt Service Payments                     | -                   |                |                    |                    |              |                    |              |                     |                     |                  |                    |                |
| <b>Net Change in Fund Balance</b>         | <b>\$ (213,227)</b> | <b>\$ -</b>    |                    | <b>\$ (59,812)</b> |              |                    |              | <b>\$ (186,174)</b> | <b>\$ (186,174)</b> |                  |                    |                |
| Total Unassigned Fund Balance - BOY       | 345,652             |                |                    | 345,652            |              |                    |              |                     | 436,091             |                  |                    |                |
| <b>Ending Fund Balance Sept. 30</b>       | <b>\$ 132,425</b>   | <b>\$ -</b>    |                    | <b>\$ 285,840</b>  |              |                    |              |                     | <b>\$ 249,917</b>   |                  |                    |                |
| Less: Commitments for Specific Use        |                     |                |                    | -                  |              |                    |              |                     |                     |                  |                    | -              |
| Less: Assigned for Specific Use           |                     |                |                    | -                  |              |                    |              |                     |                     |                  |                    | -              |
| <b>Ending Fund Balance - Unassigned</b>   | <b>\$ 132,425</b>   | <b>\$ -</b>    |                    | <b>\$ 285,840</b>  |              |                    |              |                     | <b>\$ 249,917</b>   |                  |                    |                |
| <b>AVERAGE DAILY EXPENDITURES</b>         | <b>2,520</b>        | <b>-</b>       |                    | <b>(482)</b>       |              |                    |              |                     | <b>1,907</b>        |                  |                    |                |
| <b>NUMBER OF DAYS IN RESERVE</b>          | <b>53</b>           |                |                    | <b>(594)</b>       |              |                    |              |                     | <b>131</b>          |                  |                    |                |
| <b>FUND BALANCE AS A % OF EXPENDITURE</b> | <b>12.6%</b>        |                |                    | <b>259.7%</b>      |              |                    |              |                     | <b>26.4%</b>        |                  |                    |                |



**STORMWATER FUND**  
**REVENUES AND EXPENDITURES - BUDGET AND ACTUAL**  
**FY 2019-20 WITH PRIOR YEAR COMPARISON**  
**FOR THE MONTH ENDED NOVEMBER 30, 2019**

|                                           | CURRENT FISCAL YEAR |                |                  |                     |              |
|-------------------------------------------|---------------------|----------------|------------------|---------------------|--------------|
|                                           | BUDGET              |                | ACTUAL           |                     | FY PROJECTED |
|                                           | FY 2019-2020        |                | M-T-D            | Y-T-D               | Y-T-D        |
|                                           | Original Budget     | Amended Budget | Nov-19           | Nov-19              | % Budget     |
| <b>Revenues:</b>                          |                     |                |                  |                     |              |
| Penalties                                 | \$ 3,200            |                | \$ 173           | \$ 401              | 12.5%        |
| Grant Revenue                             | -                   |                |                  |                     |              |
| Drainage Fees                             | 297,200             |                | 22,113           | 44,433              | 15.0%        |
| Investment Income                         | 500                 |                | 77               | 149                 | 29.8%        |
| Miscellaneous Income                      | -                   |                |                  |                     |              |
| <b>Total Revenues</b>                     | <b>\$ 300,900</b>   | <b>\$ -</b>    | <b>\$ 22,363</b> | <b>\$ 44,983</b>    | <b>14.9%</b> |
|                                           |                     |                |                  |                     |              |
| <b>Expenditures:</b>                      |                     |                |                  |                     |              |
| Stormwater Utility                        | 585,316             |                | \$ 6,580         | \$ 16,562           | 2.8%         |
|                                           |                     |                |                  |                     |              |
| <b>Total Expenditures</b>                 | <b>\$ 585,316</b>   | <b>\$ -</b>    | <b>\$ 6,580</b>  | <b>\$ 16,562</b>    | <b>2.8%</b>  |
|                                           |                     |                |                  |                     |              |
| <b>Total Revenues Over (Under) Exp</b>    | <b>\$ (284,416)</b> | <b>\$ -</b>    | <b>\$ 15,783</b> | <b>\$ 28,421</b>    |              |
|                                           |                     |                |                  |                     |              |
| <b>Other Financing Sources (Uses):</b>    |                     |                |                  |                     |              |
| Capital grant contributions               | -                   | -              | -                | -                   |              |
| <b>Net Change in Fund Balance</b>         | <b>\$ (284,416)</b> | <b>\$ -</b>    |                  | <b>\$ 28,421</b>    |              |
| Total Unrestricted Fund Balance - BOY     | 1,221,677           |                |                  | 1,224,677           |              |
|                                           |                     |                |                  |                     |              |
| <b>Total Fund Balance - EOY</b>           | <b>\$ 937,261</b>   | <b>\$ -</b>    |                  | <b>\$ 1,253,098</b> |              |
| Less: Commitments for Specific Use        | -                   | -              |                  | -                   |              |
|                                           |                     |                |                  |                     |              |
| <b>Ending Fund Balance - Unrestricted</b> | <b>\$ 937,261</b>   | <b>\$ -</b>    |                  | <b>\$ 1,253,098</b> |              |

| PRIOR FISCAL YEAR |                     |                  |                  |                |
|-------------------|---------------------|------------------|------------------|----------------|
| BUDGET            |                     | FY ACTUAL        |                  |                |
| FY 2018-2019      |                     | FY 2018-2019     |                  |                |
| Original Budget   | Final Budget        | M-T-D Nov-18     | Y-T-D Nov-18     | Y-T-D % Budget |
| \$ 2,500          | \$ 2,500            | \$ 188           | \$ 522           | 20.9%          |
| -                 | -                   |                  |                  |                |
| 252,000           | 252,000             | 22,022           | 44,009           | 17.5%          |
| 450               | 450                 | 47               | 92               | 20.4%          |
| -                 | -                   |                  |                  |                |
| <b>\$ 254,950</b> | <b>\$ 254,950</b>   | <b>\$ 22,257</b> | <b>\$ 44,623</b> | <b>18%</b>     |
|                   |                     |                  |                  |                |
|                   |                     |                  |                  |                |
| \$ 139,764        | \$ 139,764          | \$ 6,602         | \$ 6,602         | 4.7%           |
|                   |                     |                  |                  |                |
| <b>\$ 139,764</b> | <b>\$ 139,764</b>   | <b>\$ 6,602</b>  | <b>\$ 6,602</b>  | <b>5%</b>      |
|                   |                     |                  |                  |                |
| \$ 115,186        | \$ 115,186          | \$ 15,655        | \$ 38,021        |                |
|                   |                     |                  |                  |                |
| -                 | -                   | -                | -                |                |
| <b>\$ 115,186</b> | <b>\$ 115,186</b>   |                  |                  |                |
|                   | \$ 1,159,638        |                  |                  |                |
|                   |                     |                  |                  |                |
|                   | \$ 1,274,824        |                  |                  |                |
| -                 | -                   |                  |                  |                |
|                   |                     |                  |                  |                |
| <b>\$ -</b>       | <b>\$ 1,274,824</b> |                  |                  |                |

**OTHER FUNDS: MONTHLY FINANCIALS**  
**REVENUES AND EXPENDITURES - BUDGET AND ACTUAL**  
**FOR THE MONTH ENDED NOVEMBER 30, 2019**

|                            |                            | BUDGET       |              |                         |                                |                          | Y-T-D ACTUAL |          |              |          |                         |          |                                |                               |
|----------------------------|----------------------------|--------------|--------------|-------------------------|--------------------------------|--------------------------|--------------|----------|--------------|----------|-------------------------|----------|--------------------------------|-------------------------------|
| FUND                       | FUND NAME                  | Revenues     | Expenditures | Change in Fund Balances | Fund Balance Beginning of Year | Fund Balance End of Year | Revenues     | % Budget | Expenditures | % Budget | Change in Fund Balances | % Budget | Fund Balance Beginning of Year | Y-T-D Fund Balance Projection |
| <b>DEBT SERVICE FUND</b>   |                            |              |              |                         |                                |                          |              |          |              |          |                         |          |                                |                               |
| 2                          | Debt Service Fund          | \$ 1,750,253 | \$ 1,487,977 | \$ 262,276              | \$ 309,119                     | \$ 571,395               | \$ 154,841   | 9%       | \$ 31,350    | 2%       | \$ 123,491              | 47.1%    | \$ 309,119                     | \$ 432,610                    |
| <b>OTHER GENERAL FUNDS</b> |                            |              |              |                         |                                |                          |              |          |              |          |                         |          |                                |                               |
| 5                          | Capital Replacement Fund   | \$ 185,732   | \$ 185,732   | \$ -                    | \$ 236,826                     | \$ 236,826               | \$ 397       | 0%       | \$ 30,515    | 16%      | \$ (30,118)             | 0.0%     | \$ 236,826                     | \$ 206,708                    |
| 12                         | Court Security Fund        | 3,000        | -            | \$ 3,000                | 20,614                         | 23,614                   | 455          | 15%      | -            | 0%       | \$ 455                  | 15.2%    | \$ 20,614                      | 21,069                        |
| 16                         | Court Technology Fund      | 3,920        | 875          | \$ 3,045                | 9,796                          | 12,841                   | 557          | 14%      | -            | 0%       | \$ 557                  | 18.3%    | \$ 9,796                       | 10,353                        |
| 18                         | Juvenile Case Manager Fund | 5,650        | 13,873       | (8,223)                 | 6,079                          | (2,144)                  | 775          | 0%       | 1,213        | 0%       | \$ (438)                | 5.3%     | \$ 6,079                       | 5,641                         |
| 21                         | TIF 1 (New Hope Rd) Fund   | 146,648      | -            | 146,648                 | (656,862)                      | (510,214)                | 413          | 0%       | -            | 0%       | \$ 413                  | 0.3%     | \$ (656,862)                   | (656,449)                     |
| 34                         | Lease Fund                 | 1,767        | 1,650        | 117                     | 1,895                          | 2,012                    | 5            | -        | -            | -        | \$ 5                    | 4.3%     | \$ 1,895                       | 1,900                         |
| 83                         | Tree Reforestation Fund    | 500          | 500          | -                       | 70,425                         | 70,425                   | 198          | 0%       | -            | 16%      | \$ 198                  | 0.0%     | \$ 70,425                      | 70,623                        |
|                            |                            |              |              |                         |                                |                          |              |          |              |          |                         |          |                                |                               |
|                            |                            | \$ 347,217   | \$ 202,630   | \$ 144,587              | \$ (311,227)                   | \$ (166,640)             | \$ 2,800     |          | \$ 31,728    |          | \$ (28,928)             |          | \$ (311,227)                   | \$ (340,155)                  |
| <b>CAPITAL FUNDS</b>       |                            |              |              |                         |                                |                          |              |          |              |          |                         |          |                                |                               |
| 4                          | Capital Projects Fund      | \$ 70,250    | \$ 104,768   | \$ (34,518)             | \$ (24,182)                    | \$ (58,700)              | \$ 8,535     | 12%      | \$ -         | 0%       | \$ 8,535                | -24.7%   | \$ (24,182)                    | \$ (15,647)                   |
| 13                         | Capital Bond Fund          | -            | 735,000      | (735,000)               | 2,617,419                      | 1,882,419                | 7,387        |          | 12,714       | 2%       | \$ (5,327)              | 0.7%     | \$ 2,617,419                   | \$ 2,612,092                  |
| 14                         | Park Dedication Fund       | 800          | 30,170       | (29,370)                | 96,825                         | 67,455                   | 269          | 34%      | -            | 0%       | \$ 269                  | -0.9%    | \$ 96,825                      | \$ 97,094                     |
| 32                         | Library Building Fund      | 2,270        | 2,000        | 270                     | (4,035)                        | (3,765)                  | 649          | 29%      | -            | 0%       | \$ 649                  | 240.4%   | \$ (4,035)                     | \$ (3,386)                    |
| 45                         | Roadway Impact Fee Fund    | 27,535       | 10,000       | 17,535                  | 573,275                        | 590,810                  | 3,460        | 13%      | -            | 0%       | \$ 3,460                | 19.7%    | \$ 573,275                     | \$ 576,735                    |
| 61                         | Water Impact Fee Fund      | 35,146       | 152,525      | (117,379)               | 12,325                         | (105,054)                | 1,528        | 0        | -            | -        | 1,528                   | (0)      | 12,325                         | 13,853                        |
| 62                         | Sewer Impact Fee Fund      | 17,201       | 60,000       | (42,799)                | 77,190                         | 34,391                   | 1,305        | 0        | -            | -        | 1,305                   | (0)      | 77,190                         | 78,495                        |
|                            |                            |              |              |                         |                                |                          |              |          |              |          |                         |          |                                |                               |
|                            |                            | \$ 153,202   | \$ 1,094,463 | \$ (941,261)            | \$ 3,348,817                   | \$ 2,407,556             | \$ 15,922    |          | \$ 12,714    |          | \$ 3,208                |          | \$ 2,593,237                   | \$ 2,596,445                  |
| <b>EDC 4B FUNDS</b>        |                            |              |              |                         |                                |                          |              |          |              |          |                         |          |                                |                               |
| 15                         | EDC 4B Fund                | \$ 700,728   | \$ 572,598   | \$ 128,130              | \$ 306,146                     | \$ 434,276               | \$ 69,011    | 10%      | \$ 56,418    | 10%      | \$ 12,593               | 9.8%     | \$ 306,146                     | \$ 318,739                    |
|                            |                            |              |              | -                       |                                | -                        |              | 0%       | -            | #DIV/0!  | \$ -                    | 0.0%     | \$ -                           | \$ -                          |
|                            |                            | \$ 700,728   | \$ 572,598   | \$ 128,130              | \$ 306,146                     | \$ 434,276               | \$ 69,011    |          | \$ 56,418    |          | \$ 12,593               |          | \$ 306,146                     | \$ 318,739                    |

**KENNEDALE ECONOMIC DEVELOPMENT CORPORATION  
ANNUAL PROGRAM OF SERVICES  
OCTOBER 2019**

**Monthly Information**

1. \$45,962 in Sales Tax Revenue
2. EDC Director engaged in long-term planning, including relationship with Chamber, hotel status, Red's Roadhouse, and other development deals

Rental Fees, MMD Tax and Rental Insurance are reported on the Accrual Basis of Accounting, while all other revenues and expenditures are reported on the Cash Basis. This procedure has been in effect for several years, but can be changed should the Board wish.

Lakeita Sutton

**ADDITIONAL INFORMATION**

FUND 15 - OPERATING FUND (EDC INVOICES AND REVENUE ARE RECEIVED IN THIS FUND)

FUND 19 - CAPITAL BOND FUND (CLOSED IN FY 18)

FUND 95 - RESERVE FUND FOR DEBT REQUIREMENTS

**"YOU'RE HERE. YOUR HOME."**

**KENNEDALE ECONOMIC DEVELOPMENT CORPORATION  
ANNUAL PROGRAM OF SERVICES  
OCTOBER 2019**

| CATEGORY                                           | DESCRIPTION         | FY19-20<br>YTD     |
|----------------------------------------------------|---------------------|--------------------|
| BEGINNING CASH BALANCE - FUND 15                   | (Operating Cash)    | \$ 344,981         |
| BEGINNING CASH BALANCE - FUND 95                   | (Required reserves) | \$ 124,607         |
| <b>BEGINNING CASH BALANCE - TOTAL</b>              |                     | <b>\$ 469,588</b>  |
| <b>BEGINNING AVAILABLE CASH - TOTAL</b>            |                     | <b>344,981</b>     |
| <b>TOTAL REVENUES MINUS EXPENDITURES FOR MONTH</b> |                     | <b>\$ 12,593 *</b> |
| ENDING CASH BALANCE - FUND 15                      | (Operating Cash)    | \$ 375,696         |
| ENDING CASH BALANCE - FUND 95                      | (Required reserves) | \$ 124,796         |
| <b>ENDING CASH BALANCE - TOTAL</b>                 |                     | <b>\$ 500,492</b>  |
| <b>UNAVAILABLE CASH - EARMARKED</b>                |                     |                    |
| RESERVES FOR LEVERAGE NOTE                         | (Required reserves) | \$ 124,796         |
| <b>TOTAL UNAVAILABLE CASH</b>                      |                     | <b>\$ 124,796</b>  |
| <b>AVAILABLE CASH</b>                              |                     | <b>\$ 375,696</b>  |

\*Due to prior period adjustments, beginning cash balance plus monthly income will not always be an exact match for ending cash balance

**"YOU'RE HERE. YOUR HOME."**

**REVENUES AND EXPENDITURES - BUDGET AND ACTUAL**  
**FY 2019-20 WITH PRIOR YEAR COMPARISON**  
**FOR THE MONTH ENDED OCTOBER 31, 2019**

|                                              | CURRENT FISCAL YEAR |                  |                  |              |
|----------------------------------------------|---------------------|------------------|------------------|--------------|
|                                              | BUDGET              | ACTUAL           |                  |              |
|                                              | FY 2019-20          | MONTH            | Y-T-D            | Y-T-D        |
|                                              | Original Budget     | Oct-19           | Oct-19           | % Budget     |
| <b>Revenues:</b>                             |                     |                  |                  |              |
| MMD TAX CURRENT YEAR                         | \$ 35,000           | \$ -             | \$ -             |              |
| SALES TAX                                    | 384,598             | 45,962           | \$ 45,962        | 12.0%        |
| INVESTMENT INCOME FUND 15                    | 65                  | 546              | \$ 546           | 840.0%       |
| INVESTMENT INCOME FUND 95                    |                     | 189              | \$ 189           |              |
| MISCELLANEOUS INCOME                         | 24,120              | 2,850            | \$ 2,850         | 11.8%        |
| INSURANCE REIMBURSEMENT                      | -                   | -                | \$ -             |              |
| RENTAL FEES - SHOPPING CTR                   | 185,223             | 19,464           | \$ 19,464        | 10.5%        |
| RENTAL INSURANCE                             | 746                 | -                | \$ -             |              |
| SALES OF ASSETS                              | -                   | -                | \$ -             |              |
| PROCEEDS-DEBT/LOAN/LEASE                     | -                   | -                | \$ -             |              |
|                                              | -                   | -                | \$ -             |              |
| <b>Total Revenues</b>                        | <b>\$ 629,752</b>   | <b>\$ 69,011</b> | <b>\$ 69,011</b> | <b>11.0%</b> |
| <b>Expenditures:</b>                         |                     |                  |                  |              |
| ADMINISTRATION                               | 169,377             | 9,536            | 9,536            | 5.63%        |
| DEBT SERVICE                                 | 323,570             | 28,222           | 28,222           | 8.72%        |
| TOWN SHOPPING CENTER                         | 79,651              | 18,660           | 18,660           | 23.43%       |
| TOWN CENTER REDEVELOPMENT                    | \$ -                | -                | -                |              |
|                                              |                     |                  |                  |              |
|                                              |                     |                  |                  |              |
| <b>Total Expenditures</b>                    | <b>\$ 572,598</b>   | <b>\$ 56,418</b> | <b>\$ 56,418</b> | <b>9.85%</b> |
| <b>Total Revenues Over (Under) Exp</b>       | <b>\$ 57,154</b>    | <b>\$ 12,593</b> | <b>\$ 12,593</b> |              |
| <b>Other Financing Sources (Uses):</b>       |                     |                  |                  |              |
|                                              | -                   | -                | -                |              |
| Operating Transfer to / from Gen             | -                   | -                | -                |              |
|                                              |                     |                  |                  |              |
| <b>Total Other Financing Sources (Uses):</b> | <b>-</b>            | <b>-</b>         | <b>-</b>         |              |
|                                              | -                   | -                | -                |              |
| <b>Net Change in Fund Balance</b>            | <b>\$ 57,154</b>    |                  |                  |              |
| Fund Balance Oct 1                           | 430,732             |                  |                  |              |
|                                              |                     |                  |                  |              |
| <b>Ending Fund Balance</b>                   | <b>\$ 487,886</b>   |                  |                  |              |
|                                              | -                   |                  |                  |              |
| <b>AVERAGE DAILY EXPENDITURES</b>            | <b>\$ 1,569</b>     |                  |                  |              |
| <b>Number of Days In Reserve</b>             | <b>311</b>          |                  |                  |              |
| <b>Fund Balance as a % of Expenditures</b>   | <b>85%</b>          |                  |                  |              |

|                 | PRIOR FISCAL YEAR |              |                |
|-----------------|-------------------|--------------|----------------|
| BUDGET          | FY ACTUAL         |              |                |
| FY 2018-2019    | FY 2018-2019      |              |                |
| Original Budget | MONTH Oct-18      | Y-T-D Oct-18 | Y-T-D % Budget |
| \$ 35,000       | \$ -              | \$ -         |                |
| 373,835         | \$ 31,226         | \$ 31,226    | 8.4%           |
| 65              | 490               | \$ 490       | 753.8%         |
|                 | 172               | \$ 172       |                |
| 45,120          | 742               | \$ 742       | 1.6%           |
|                 |                   | \$ -         |                |
| 121,112         | 17,836            | \$ 17,836    | 14.7%          |
| 746             | -                 | \$ -         |                |
|                 | -                 | -            |                |
|                 | -                 | -            |                |
| -               | -                 | -            |                |
| \$ 575,878      | \$ 50,466         | \$ 50,466    | 8.8%           |
|                 |                   |              |                |
|                 |                   |              |                |
| 168,360         | -                 | -            | 0%             |
| 320,432         | 30,284            | 30,284       | 9%             |
| 51,120          | 17,682            | 17,682       | 35%            |
| -               | -                 | -            |                |
|                 |                   |              |                |
|                 |                   |              |                |
| \$ 539,912      | \$ 47,966         | \$ 47,966    | 9%             |
|                 |                   |              |                |
| \$ 35,966       | \$ 2,500          | \$ 2,500     |                |
|                 |                   |              |                |
|                 |                   |              |                |
| -               | -                 | -            |                |
| -               | -                 | -            |                |
|                 |                   | -            |                |
| -               | -                 | -            |                |
|                 |                   |              |                |
| \$ 35,966       |                   |              |                |
| \$ 290,178      |                   |              |                |
|                 |                   |              |                |
| \$ 326,144      |                   |              |                |
| -               |                   |              |                |
| \$ 1,479        |                   |              |                |
| 220             |                   |              |                |
| 60%             |                   |              |                |

REVENUES AND EXPENDITURES - BUDGET AND ACTUAL  
FY 2019-20 WITH PRIOR YEAR COMPARISON  
FOR THE MONTH ENDED OCTOBER 31, 2019

|                                              | CURRENT FISCAL YEAR              |                  |                  |                   |
|----------------------------------------------|----------------------------------|------------------|------------------|-------------------|
|                                              | BUDGET                           | ACTUAL           |                  |                   |
|                                              | FY 2019-20<br>Original<br>Budget | MONTH<br>Oct-19  | Y-T-D<br>Oct-19  | Y-T-D<br>% Budget |
| <b>Revenues:</b>                             |                                  |                  |                  |                   |
| MMD TAX CURRENT YEAR                         | \$ 35,000                        | \$ -             | \$ -             |                   |
| SALES TAX                                    | 410,401                          | 45,962           | \$ 45,962        | 11.2%             |
| INVESTMENT INCOME                            | 4,000                            | 546              | \$ 546           | 13.7%             |
| MISCELLANEOUS INCOME                         | 30,120                           | 2,850            | \$ 2,850         | 9.5%              |
| INSURANCE REIMBURSEMENT                      |                                  | -                | \$ -             |                   |
| RENTAL FEES - SHOPPING CTR                   | 221,207                          | 19,464           | \$ 19,464        | 8.8%              |
| RENTAL INSURANCE                             |                                  | -                | \$ -             |                   |
| SALES OF ASSETS                              | -                                | -                | \$ -             |                   |
| PROCEEDS-DEBT/LOAN/LEASE                     | -                                | -                | \$ -             |                   |
|                                              | -                                | -                | \$ -             |                   |
| <b>Total Revenues</b>                        | <b>\$ 700,728</b>                | <b>\$ 68,822</b> | <b>\$ 68,822</b> | <b>9.8%</b>       |
| <b>Expenditures:</b>                         |                                  |                  |                  |                   |
| ADMINISTRATION                               | 169,377                          | 9,536            | 9,536            | 5.63%             |
| DEBT SERVICE                                 | 323,570                          | 28,222           | 28,222           | 8.72%             |
| TOWN SHOPPING CENTER                         | 79,651                           | 18,660           | 18,660           | 23.43%            |
| TOWN CENTER REDEVELOPMENT                    | \$ -                             | -                | -                |                   |
|                                              |                                  |                  |                  |                   |
| <b>Total Expenditures</b>                    | <b>\$ 572,598</b>                | <b>\$ 56,418</b> | <b>\$ 56,418</b> | <b>9.85%</b>      |
| <b>Total Revenues Over (Under) Exp</b>       | <b>\$ 128,130</b>                | <b>\$ 12,404</b> | <b>\$ 12,404</b> |                   |
| <b>Other Financing Sources (Uses):</b>       |                                  |                  |                  |                   |
|                                              | -                                | -                | -                |                   |
| Operating Transfer to / from Gen             | -                                | -                | -                |                   |
|                                              |                                  |                  |                  |                   |
| <b>Total Other Financing Sources (Uses):</b> | <b>-</b>                         | <b>-</b>         | <b>-</b>         |                   |
|                                              | -                                | -                | -                |                   |
| <b>Net Change in Fund Balance</b>            | <b>\$ 128,130</b>                |                  |                  |                   |
| Fund Balance Oct 1                           | 306,146                          |                  |                  |                   |
| <b>Ending Fund Balance</b>                   | <b>\$ 434,276</b>                |                  |                  |                   |
|                                              | -                                |                  |                  |                   |
| <b>AVERAGE DAILY EXPENDITURES</b>            | <b>\$ 1,569</b>                  |                  |                  |                   |
| <b>Number of Days In Reserve</b>             | <b>277</b>                       |                  |                  |                   |
| <b>Fund Balance as a % of Expenditures</b>   | <b>76%</b>                       |                  |                  |                   |

|  | PRIOR FISCAL YEAR                  |                  |                 |                   |
|--|------------------------------------|------------------|-----------------|-------------------|
|  | BUDGET                             | FY ACTUAL        |                 |                   |
|  | FY 2018-2019<br>Original<br>Budget | MONTH Oct-<br>18 | Y-T-D<br>Oct-18 | Y-T-D<br>% Budget |
|  | \$ 35,000                          | \$ -             | \$ -            |                   |
|  | 384,598                            | \$ 31,226        | \$ 31,226       | 8.1%              |
|  | 65                                 | 490              | \$ 490          | 753.8%            |
|  | 24,120                             | 742              | \$ 742          | 3.1%              |
|  |                                    | -                | \$ -            |                   |
|  | 185,223                            | 17,836           | \$ 17,836       | 9.6%              |
|  | 746                                | -                | \$ -            | 0.0%              |
|  |                                    | -                | \$ -            |                   |
|  |                                    | -                | \$ -            |                   |
|  | -                                  | -                | -               |                   |
|  | \$ 629,752                         | \$ 50,294        | \$ 50,294       | 8.0%              |
|  |                                    |                  |                 |                   |
|  | 168,360                            | -                | -               | 0%                |
|  | 320,432                            | 30,284           | 30,284          | 9%                |
|  | 51,120                             | 17,682           | 17,682          | 35%               |
|  | -                                  | -                | -               |                   |
|  |                                    |                  |                 |                   |
|  |                                    |                  |                 |                   |
|  | \$ 539,912                         | \$ 47,966        | \$ 47,966       | 9%                |
|  |                                    |                  |                 |                   |
|  | \$ 89,840                          | \$ 2,328         | \$ 2,328        |                   |
|  |                                    |                  |                 |                   |
|  | -                                  | -                | -               |                   |
|  | -                                  | -                | -               |                   |
|  |                                    |                  |                 |                   |
|  | -                                  | -                | -               |                   |
|  |                                    |                  |                 |                   |
|  | \$ 89,840                          |                  |                 |                   |
|  | \$ 168,179                         |                  |                 |                   |
|  |                                    |                  |                 |                   |
|  | \$ 258,019                         |                  |                 |                   |
|  | -                                  |                  |                 |                   |
|  | \$ 1,479                           |                  |                 |                   |
|  | 174                                |                  |                 |                   |
|  | 48%                                |                  |                 |                   |

EDC ADMIN

|                                     | CURRENT FISCAL YEAR |                 |                 |              |
|-------------------------------------|---------------------|-----------------|-----------------|--------------|
|                                     | BUDGET              | ACTUAL          |                 |              |
|                                     | FY 2019-20          | MONTH           | Y-T-D           | Y-T-D        |
|                                     | Original Budget     |                 |                 |              |
| Expenditures:                       |                     | Oct-19          | Oct-19          | % Budget     |
| PRINTED SUPPLIES                    | \$ 2,000            | \$ -            | \$ -            | 0.0%         |
| GENERAL OFFICE SUPPLIES             | 50                  | -               | \$ -            | 0.0%         |
| POSTAGE                             | 50                  | -               | \$ -            | 0.0%         |
|                                     | 1,200               |                 |                 |              |
| <b>SUPPLIES TOTAL</b>               | <b>3,300</b>        | -               | -               | -            |
|                                     |                     |                 |                 |              |
| ADVERTISING                         | -                   | -               | \$ -            |              |
| ASSOCIATION DUES/PUBLICATIONS       | 3,395               | -               | \$ -            | 0.0%         |
| TRANING/SEMINARS                    | 250                 | -               | \$ -            | 0.0%         |
| LEGAL SERVICES                      | 14,925              | -               | \$ -            | 0.0%         |
| AUDIT SERVICES                      | 4,250               | -               | \$ -            | 0.0%         |
| SPECIAL SERVICES                    | 975                 | (157)           | \$ (157)        | -16.1%       |
| FILING FEES                         | -                   |                 |                 |              |
| ENGINEERING SERVICES                |                     |                 |                 |              |
| TRAVEL                              | 100                 | -               | \$ -            |              |
| ENGINEERING SERVICES                | -                   | -               | \$ -            | #DIV/0!      |
| ADMIN CHARGE-GENERAL FUND           | 116,318             | 9,693           | \$ 9,693        | 8.3%         |
| FUNCTIONAL GRANT                    | 25,864              | -               | \$ -            | 0.0%         |
| LAND                                | -                   |                 |                 |              |
|                                     |                     |                 |                 |              |
| <b>SUNDRY TOTAL</b>                 | <b>166,077</b>      | <b>9,536</b>    | <b>9,536</b>    | <b>5.74%</b> |
|                                     |                     |                 |                 |              |
| <b>CAPITAL TOTAL</b>                | <b>-</b>            | <b>-</b>        | <b>-</b>        | <b>-</b>     |
|                                     |                     |                 |                 |              |
|                                     | -                   | -               | \$ -            |              |
| <b>Total EDC Admin Expenditures</b> | <b>\$ 169,377</b>   | <b>\$ 9,536</b> | <b>\$ 9,536</b> | <b>5.6%</b>  |

| PRIOR FISCAL YEAR |              |              |                |
|-------------------|--------------|--------------|----------------|
| BUDGET            | FY ACTUAL    |              |                |
| FY 2018-19        | FY 2018-2019 |              |                |
| Original Budget   | MONTH Oct-18 | Y-T-D Oct-18 | Y-T-D % Budget |
| \$ 2,000          | \$ -         | \$ -         | 0.0%           |
| 50                | -            | \$ -         | 0.0%           |
| 50                | -            | \$ -         | 0.0%           |
| 1,200             |              |              |                |
| 3,300             | -            |              | 0.0%           |
|                   |              |              |                |
| -                 | -            | \$ -         | #DIV/0!        |
| 5,320             | -            | \$ -         | 0.0%           |
| 250               | -            | \$ -         | 0.0%           |
| 13,000            | -            | \$ -         | 0.0%           |
| 4,250             | -            | \$ -         | 0.0%           |
| 250               | -            | \$ -         | 0.0%           |
|                   |              |              |                |
|                   |              |              |                |
| 100               |              |              | 0.0%           |
| -                 |              |              |                |
| 117,890           | -            | \$ -         | 0.0%           |
| 24,000            | -            | \$ -         | 0.0%           |
|                   |              |              |                |
|                   |              |              |                |
| 165,060           | -            | -            | 0.0%           |
|                   |              |              |                |
| -                 | -            | -            |                |
|                   |              |              |                |
| -                 |              |              |                |
| \$ 168,360        | \$ -         | \$ -         | 0.0%           |

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# EDC DEBT SERVICE

|                                    | CURRENT FISCAL YEAR |                  |                  |             |
|------------------------------------|---------------------|------------------|------------------|-------------|
|                                    | BUDGET              | ACTUAL           |                  |             |
|                                    | FY 2019-20          | MONTH            | Y-T-D            | Y-T-D       |
| Expenditures:                      | Original Budget     | Oct-19           | Oct-19           | % Budget    |
| 2007 \$1.2M TAX BOND INTEREST      | \$ 46,566           | \$ 23,213        | \$ 23,213        | 49.8%       |
| 2007 \$1.2M TAX BOND PRINCIPAL     | 65,000              |                  | \$ -             | 0.0%        |
| 2011 \$1.7M TX LEVERAGE INT        | 18,122              | 1,598            | \$ 1,598         | 8.8%        |
| 2011 \$17.M TX LEVERAGE PRIN       | 41,982              | 3,411            | \$ 3,411         | 8.1%        |
| TRANSFER OUT-DEBT SERV FUND        | 151,900             | -                | \$ -             | 0.0%        |
|                                    |                     |                  |                  |             |
|                                    |                     |                  |                  |             |
|                                    |                     |                  |                  |             |
|                                    | -                   |                  |                  |             |
| <b>Total EDC Debt Expenditures</b> | <b>\$ 323,570</b>   | <b>\$ 28,222</b> | <b>\$ 28,222</b> | <b>8.7%</b> |

|                   | PRIOR FISCAL YEAR |                  |       |             |
|-------------------|-------------------|------------------|-------|-------------|
|                   | BUDGET            | FY ACTUAL        |       |             |
|                   | FY 2018-19        | FY 2018-2019     |       |             |
| Original Budget   | MONTH Oct-18      | Y-T-D Oct-18     | Y-T-D | % Budget    |
| \$ 50,735         | \$ 25,321         | \$ 25,321        |       | 49.9%       |
| 60,000            | -                 | \$ -             |       | 0.0%        |
| 12,834            | 1,685             | \$ 1,685         |       | 13.1%       |
| 42,038            | 3,278             | \$ 3,278         |       | 7.8%        |
| 154,825           | -                 | \$ -             |       | 0.0%        |
|                   |                   |                  |       |             |
|                   |                   |                  |       |             |
|                   |                   |                  |       |             |
| -                 |                   |                  |       |             |
| <b>\$ 320,432</b> | <b>\$ 30,284</b>  | <b>\$ 30,284</b> |       | <b>9.5%</b> |

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# EDCTOWN SHOPPING CENTER

|                                           | CURRENT FISCAL YEAR |                  |                  |              |
|-------------------------------------------|---------------------|------------------|------------------|--------------|
|                                           | BUDGET              | ACTUAL           |                  |              |
|                                           | FY 2019-20          | MONTH            | Y-T-D            | Y-T-D        |
| Expenditures:                             | Original Budget     | Oct-19           | Oct-19           | % Budget     |
| BUILDING MAINTENANCE                      | \$ 54,951           | \$ 7,727         | \$ 7,727         | 14.1%        |
| ELECTRIC SERVICES                         | 5,700               | 429              | \$ 429           | 7.5%         |
| INSURANCE - PROPERTY                      | 13,000              | 9,976            | \$ 9,976         | 76.7%        |
| SPECIAL SERVICES                          | 6,000               | 528              | \$ 528           | 8.8%         |
|                                           |                     |                  |                  |              |
|                                           | -                   |                  |                  |              |
| <b>Total EDC Town Center Expenditures</b> | <b>\$ 79,651</b>    | <b>\$ 18,660</b> | <b>\$ 18,660</b> | <b>23.4%</b> |

| PRIOR FISCAL YEAR |                  |                  |                |
|-------------------|------------------|------------------|----------------|
| BUDGET            | FY ACTUAL        |                  |                |
| FY 2018-19        | FY 2018-19       |                  |                |
| Original Budget   | MONTH Oct-18     | Y-T-D Oct-18     | Y-T-D % Budget |
| \$ 29,920         | \$ 5,672         | \$ 5,672         | 19.0%          |
| 6,700             | 371              | \$ 371           | 5.5%           |
| 8,500             | 11,139           | \$ 11,139        | 131.0%         |
| 6,000             | 500              | \$ 500           | 8.3%           |
|                   |                  |                  |                |
| -                 |                  |                  |                |
| <b>\$ 51,120</b>  | <b>\$ 17,682</b> | <b>\$ 17,682</b> | <b>34.6%</b>   |

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EDC TOWN CENTER REDEVELOPMENT

|                                           | CURRENT FISCAL YEAR |             |             |          |
|-------------------------------------------|---------------------|-------------|-------------|----------|
|                                           | BUDGET              | ACTUAL      |             |          |
|                                           | FY 2019-20          | MONTH       | Y-T-D       | Y-T-D    |
| Expenditures:                             | Original Budget     | Oct-19      | Oct-19      | % Budget |
| ENGINEERING SERVICES                      | \$ -                | \$ -        | \$ -        |          |
| CONSTRUCTION                              | -                   |             | \$ -        |          |
|                                           |                     |             |             |          |
|                                           |                     |             |             |          |
|                                           |                     |             |             |          |
|                                           | -                   |             |             |          |
| <b>Total EDC Town Center Expenditures</b> | <b>\$ -</b>         | <b>\$ -</b> | <b>\$ -</b> |          |

| PRIOR FISCAL YEAR |              |              |                |
|-------------------|--------------|--------------|----------------|
| BUDGET            | FY ACTUAL    |              |                |
| FY 2018-19        | FY 2018-19   |              |                |
| Original Budget   | MONTH Oct-18 | Y-T-D Oct-18 | Y-T-D % Budget |
|                   |              | \$ -         |                |
|                   | -            | \$ -         |                |
|                   |              |              |                |
|                   |              |              |                |
|                   |              |              |                |
|                   |              |              |                |
| -                 |              |              |                |
| <b>\$ -</b>       | <b>\$ -</b>  | <b>\$ -</b>  |                |

**REVENUES AND EXPENDITURES - BUDGET AND ACTUAL**  
**FY 2019-20 WITH PRIOR YEAR COMPARISON**  
**FOR THE MONTH ENDED OCTOBER 31, 2019**

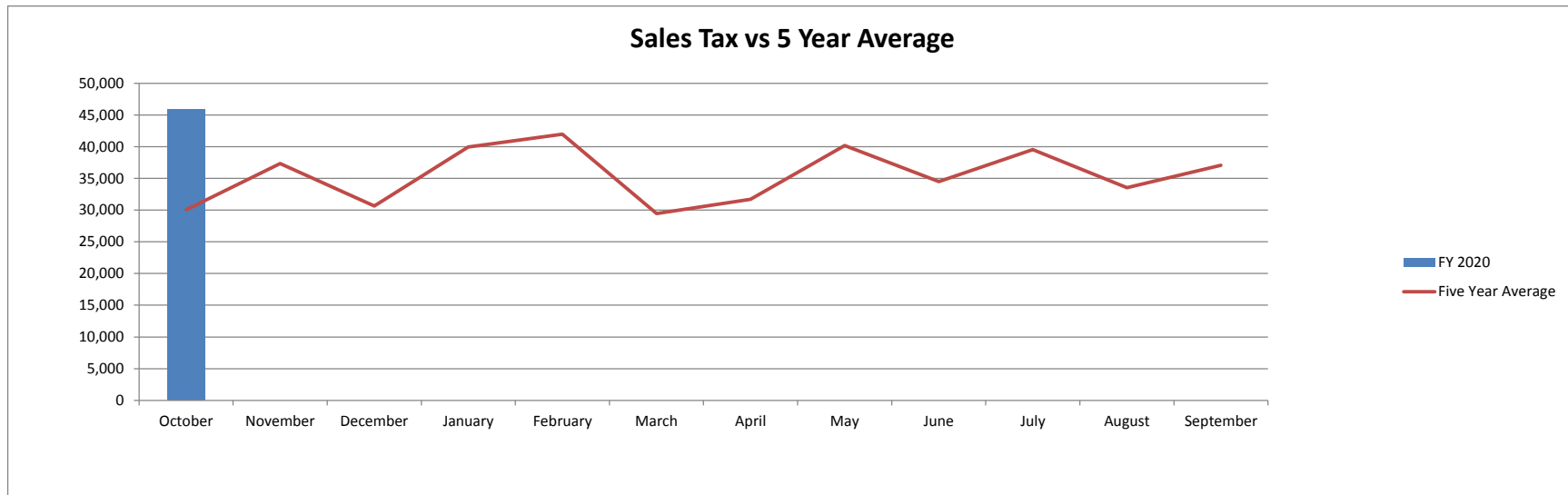
**EDC BOND RESERVE FUND**

|                                 | CURRENT FISCAL YEAR |        |        |          |      | PRIOR FISCAL YEAR |              |              |          |
|---------------------------------|---------------------|--------|--------|----------|------|-------------------|--------------|--------------|----------|
|                                 | BUDGET              | ACTUAL |        |          |      | BUDGET            | FY ACTUAL    |              |          |
|                                 | FY 2019-20          | MONTH  | Y-T-D  | Y-T-D    |      | FY 2018-19        | FY 2018-19   |              |          |
|                                 | Original Budget     |        |        |          |      | Original Budget   | MONTH Oct-18 | Y-T-D Oct-18 | Y-T-D    |
| Revenues:                       |                     | Oct-19 | Oct-19 | % Budget |      |                   |              |              | % Budget |
| INVESTMENT INCOME               | 2,000               | 189    | \$ 189 |          |      | -                 | 172          | \$ 172       |          |
|                                 |                     |        |        |          |      |                   |              |              |          |
|                                 |                     |        |        |          |      |                   |              |              |          |
|                                 |                     |        |        |          |      |                   |              |              |          |
| Total Revenues                  | \$ 2,000            | \$ 189 | \$ 189 |          |      | \$ -              | \$ 172       | \$ 172       |          |
|                                 |                     |        |        |          |      |                   |              |              |          |
| Expenditures:                   |                     |        |        |          |      |                   |              |              |          |
| ADMINISTRATION                  | \$ -                | -      | -      |          |      |                   | -            | -            |          |
|                                 |                     |        |        |          |      |                   |              |              |          |
|                                 |                     |        |        |          |      |                   |              |              |          |
| Total Expenditures              | \$ -                | \$ -   | \$ -   |          |      | \$ -              | \$ -         | \$ -         |          |
|                                 |                     |        |        |          |      |                   |              |              |          |
| Total Revenues Over (Under) Exp | \$ 2,000            | \$ 189 | \$ 189 |          |      | \$ -              | \$ 172       | \$ 172       |          |
|                                 |                     |        |        |          |      |                   |              |              |          |
|                                 | -                   | -      | -      |          |      |                   |              |              |          |
| Net Change in Fund Balance      | \$ 2,000            |        |        | \$ -     | \$ - | \$ -              |              |              |          |
| Fund Balance Oct 1              | 124,586             |        |        |          |      | \$ 121,999        |              |              |          |
|                                 |                     |        |        |          |      |                   |              |              |          |
| Ending Fund Balance             | \$ 126,586          |        |        |          |      | \$ 121,999        |              |              |          |

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## EDC Sales Tax By Month

| Year   | October   | November  | December  | January   | February  | March     | April     | May       | June      | July      | August    | September | Total      |
|--------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|------------|
| FY2020 | \$ 45,962 |           |           |           |           |           |           |           |           |           |           |           | \$ 45,962  |
| FY2019 | \$ 31,048 | \$ 38,680 | \$ 39,362 | \$ 88,360 | \$ 45,433 | \$ 36,033 | \$ 34,603 | \$ 46,432 | \$ 38,783 | \$ 43,510 | \$ 36,757 | \$ 47,143 | \$ 526,144 |
| FY2018 | \$ 34,607 | \$ 38,169 | \$ 28,985 | \$ 31,808 | \$ 54,501 | \$ 31,672 | \$ 41,253 | \$ 43,121 | \$ 36,295 | \$ 41,089 | \$ 39,590 | \$ 29,697 | \$ 450,787 |
| FY2017 | \$ 29,583 | \$ 38,719 | \$ 27,285 | \$ 29,652 | \$ 35,265 | \$ 26,215 | \$ 29,043 | \$ 33,374 | \$ 26,747 | \$ 33,648 | \$ 16,530 | \$ 28,850 | \$ 354,908 |
| FY2016 | \$ 31,046 | \$ 39,712 | \$ 32,662 | \$ 25,293 | \$ 38,669 | \$ 29,196 | \$ 26,505 | \$ 38,181 | \$ 27,906 | \$ 28,195 | \$ 29,231 | \$ 30,459 | \$ 377,055 |
| FY2015 | \$ 23,985 | \$ 31,479 | \$ 27,515 | \$ 24,594 | \$ 35,857 | \$ 24,104 | \$ 27,064 | \$ 39,783 | \$ 42,821 | \$ 55,252 | \$ 48,766 | \$ 59,232 | \$ 440,453 |
| FY2014 | \$ 21,990 | \$ 29,867 | \$ 31,661 | \$ 22,458 | \$ 32,594 | \$ 23,228 | \$ 26,412 | \$ 31,319 | \$ 25,832 | \$ 23,976 | \$ 28,866 | \$ 22,659 | \$ 320,861 |
| FY2013 | \$ 33,617 | \$ 31,297 | \$ 23,446 | \$ 20,135 | \$ 30,003 | \$ 20,791 | \$ 20,318 | \$ 32,020 | \$ 21,136 | \$ 22,435 | \$ 27,973 | \$ 26,025 | \$ 309,197 |
|        |           |           |           |           |           |           |           |           |           |           |           |           | \$ -       |



**MEETING DATE:** DECEMBER 17, 2019

**AGENDA ITEM NUMBER:** CONSENT AGENDA ITEM IV.E.1.

**SUBJECT**

Approval of the minutes from the November 19, 2019 regular meeting

**ORIGINATED BY**

Leslie E. Galloway, City Secretary & Communications Coordinator

**SUMMARY**

Please see the attached minutes for your approval.

**RECOMMENDATION**

**ATTACHMENTS**

|    |                                                       |                                                           |
|----|-------------------------------------------------------|-----------------------------------------------------------|
| 1. | 2019_11.19_Minutes_City Council Regular Meeting_DRAFT | 2019_11.19_Minutes_City Council Regular Meeting_DRAFT.pdf |
|----|-------------------------------------------------------|-----------------------------------------------------------|

**KENNEDALE CITY COUNCIL MINUTES**  
**REGULAR MEETING | NOVEMBER 19, 2019**  
**CITY HALL COUNCIL CHAMBERS, 405 MUNICIPAL DRIVE**  
**WORK SESSION AT 5:30 PM | REGULAR SESSION AT 7:00 PM**

**I. CALL TO ORDER**

Mayor Brian Johnson called the meeting to order at 5:30 p.m.

**II. WORK SESSION**

**A. WORK SESSION REPORTS**

1. Presentation by the City of Arlington regarding the Water and Wastewater Utility System Operations and Maintenance (O&M) Agreement

Mayor Brian Johnson stated that this presentation had been postponed.

2. Update on Safe Routes to School Program

Director of Planning and Economic Development Melissa Dailey gave an overview of the Safe Routes to School (SRTS) Program, a partnership with the North Central Texas Council of Governments (NCTCOG), aimed at improving pedestrian safety surrounding the James F. Delaney Elementary and James A. Arthur Intermediate Schools. She stated that the project was expected to be completed in 2021. There was some discussion regarding streets in this area that are designated as one-way during portions of the day.

3. Discussion of current regulations regarding farmers markets

Director of Planning and Economic Development Melissa Dailey gave an overview of City, County, and State regulations regarding farmers markets including inspection and permitting.

4. Discussion regarding maintaining a separate bank account for the Economic Development Corporation (EDC)

*THIS ITEM WAS TAKEN OUT OF ORDER. IT WAS PRESENTED IMMEDIATELY FOLLOWING WORK SESSION REPORT 5.*

Finance Director Lakeita Sutton stated that staff recommended the closing of the separate bank account set up in 2018 for EDC monies, noting that the EDC was audited separately from the City and that neither of the most recent external auditing firms had recommended utilizing a separate bank account for the EDC as the practice of fund accounting already accomplishes adequate accounting of EDC monies. She added that the EDC Board had also voted unanimously to recommend closing of the account, which would save the City about \$600 annually and improve workload efficiencies.

At this time, it was the consensus of the Council for staff to close the separate EDC bank account, move the monies from that account back into the City's consolidated pooled cash fund, and to credit those monies to the EDC Fund.

5. Receive a presentation and hold a discussion regarding the Greenways Project  
*THIS ITEM WAS TAKEN OUT OF ORDER. IT WAS PRESENTED IMMEDIATELY FOLLOWING WORK SESSION REPORT 3, BUT BEFORE REPORT 4.*

Director of Planning and Economic Development Melissa Dailey gave an overview of the Greenways Project, noting that staff was coordinating with the National Parks Service (NPS) on a plan to utilize current parkland to create a connected system following the local creeks and, eventually, tying into the regional Veloweb.

#### B. REQUESTS FOR CLARIFICATION OF ITEMS LISTED ON THE AGENDA

There was no discussion at this time.

Mayor Brian Johnson recessed to Executive Session at 6:15 p.m.

### III. EXECUTIVE SESSION

Council recessed to Executive Session twice – first at 6:15 p.m. and then at 7:47 p.m.

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

1. Discussion with the City Attorney regarding salvage yards, including A&A Pickup & Van, Inc., and special exception/special use permits
2. Discussion with the City Attorney regarding requests made under the Texas Public Information Act
3. Discussion with the City Attorney regarding an early termination and release agreement with Global Water Management, LLC

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

1. Discuss and consider the City Manager's Annual Performance Evaluation

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

1. Discussion with the City Attorney regarding potential economic development incentive agreement with Quick Roofing

### IV. REGULAR SESSION

Mayor Brian Johnson called the Regular Session to order at 7:00 p.m.

Action, pursuant to the Executive Session, which was taken by the Council immediately after the Regular Session was called to order, is noted on item H.2.

#### A. ROLL CALL

**Present:** Mayor Brian Johnson, Mayor Pro Tem Sandra Lee, Place 3; Josh Altom, Place 1; Chris Pugh, Place 2; Linda Rhodes, Place 4; Chad Wandel, Place 5; **Absent:** NONE. **Staff:** City Manager George Campbell, City Secretary & Communications Coordinator Leslie E. Galloway, Director of Finance and Information Technology Lakeita Sutton, Public Works Director Larry Hoover, Director of Planning and Economic Development Melissa Dailey, Fire Chief James Brown, Police Chief Tommy Williams, City Attorney Drew Larkin, City Attorney Wayne Olson; **Consultants:** CEO Jean-Marie Alexander and President Craig Barnes of Shield Engineering

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

Pastor Greg Adams of Covenant Life Baptist Church offered the invocation.

#### C. VISITOR AND CITIZEN FORUM

- **Richard Weber**, 2703 Crestmoor Court, Arlington, requested that staff research whether the October 3, 2018 Planning and Zoning (P&Z) Commission agenda was posted 72 hours before the meeting.
- **John Hivale**, 418 Coker Valley Drive, spoke regarding the City Manager's evaluation, agenda items F.4. and F.5., and a public hearing.
- **Phil Wallace**, 304 Arthur Drive, spoke about recent Park Board considerations relating to the local baseball programs and fields.

#### D. REPORTS AND ANNOUNCEMENTS

##### 1. Updates from the City Council

- **JOSH ALTOM, Place 1**, announced that he attended the Parks Board meeting, a Greenways Project meeting, and an event at James A. Arthur Intermediate; and he thanked Fire Chief James Brown for his work on the literacy program.
- **CHRIS PUGH, Place 2**, announced that he and his wife attended and helped sponsor the Community Dinner at First United Methodist Church (FUMC) and that he attended the Community Health Fair.
- **MAYOR PRO TEM SANDRA LEE, Place 3**, recognized Tarrant County Commissioner Devan Allen and Precinct Administrator Jay Jackson (both in attendance) for their responsiveness to Kennedale and a recent toiletry drive benefitting TCC students; she announced that she attended the Health Fair and Moms Demand Action; and announced her candidacy for Constable of Precinct 7.
- **LINDA RHODES, Place 4**, announced that she attended the one-year celebration for Senior Outreach along with Mayor Pro Tem Lee, but was unable to attend the Community Health Fair due to a ladies' tea at her church where food was collected for the FUMC Food Pantry.
- **CHAD WANDEL, Place 5**, announced that he attended the FUMC Community Dinner along with Councilmember Pugh and encouraged attendance.

##### 2. Updates from the Mayor

Mayor Brian Johnson announced that he attended the Community Health Fair, that his term as chair of TRTC had ended, and that he would be emceeding the Mayors' Council Dinner.

##### 3. Updates from the City Manager

City Manager George Campbell reported that the City has issued a press release on Friday, November 15, regarding a recent announcement by FATHOM, the City's third-party customer service billing company, that they were going out of business. He added that staff was working to ensure a seamless transition for utility customers to a new billing provider and would continue providing updates via the newsletter and the website.

Campbell also announced the Christmas Tree Lighting event on Tuesday, December 3.

#### 4. Discussion of Financial and Investment Reports for the City and the EDC

City Manager George Campbell reported that the format of the agenda had been streamlined, noting that financial reports for the City and the EDC (which had formerly been listed under "Monitoring Information" would now routinely appear under Reports and Announcements. He added that the financials had been provided by Director of Finance and Information Technology Lakeita Sutton, who was available to answer any questions from the Council.

### E. CONSENT AGENDA

1. Approval of the minutes from the October 15, 2019 regular meeting
2. Approval of the minutes from the October 22, 2019 special meeting
3. Consider authorizing a five-year extension of the current contract with Waste Connections for residential and commercial solid waste collection, transport, disposal, and recycling services

**Motion** Approve. **Action** Approve the Consent Agenda, with the amended October 22, 2019 minutes as presented. **Moved By** Rhodes. **Seconded By** Mayor Pro Tem Lee. **Motion passed unanimously.**

Norm Bulaich of Waste Connections thanked Council for the City's continued patronage.

### F. ITEMS FOR INDIVIDUAL CONSIDERATION

1. Discuss and consider adoption of Resolution 562, affirming the casting of votes for the 2020 Tarrant Appraisal District (TAD) Board of Directors
  - **Daniel J. Bennett**, 408 Pemberton Street, White Settlement, spoke in support of TAD Board candidate Gary Losada.

**Motion** Approve. **Action** Approve adoption of Resolution 562, affirming the casting of all of the City's six (6) allotted votes for the 2020 Tarrant Appraisal District (TAD) Board of Directors for candidate Mike Leyman. **Moved By** Mayor Pro Tem Lee. **Seconded By** Wandel. **Motion passed unanimously.**

2. Consider adoption of Ordinance 684, amending the composition, charge, and meeting requirements for the Utility and Infrastructure Board (UIB)

City Manager George Campbell stated that this Ordinance had been drafted based upon Council's direction during the Work Session of the October 15 regular meeting.

**Motion** Approve. **Action** Approve Ordinance 684, amending the composition, charge, and

meeting requirements for the Utility and Infrastructure Board (UIB). **Moved By** Wandel, **Seconded By** Rhodes. **Motion passed unanimously.**

3. Consider making appointments to the Utility and Infrastructure Board (UIB)

**Motion** Approve. **Action** Approve appointment to the Utility and Infrastructure Board (UIB) the following regular members: Austin Degenhart, Place 1; Martha Dibella, Place 2; Jeff Nevarez, Place 3; Kenneth Michels, Place 4; Darold Tippey, Place 5; Andrew Schaffer, Place 6; and Jeff Gregory, Place 7. **Moved By** Pugh, **Seconded By** Wandel. **Motion passed unanimously.**

**Motion** Approve. **Action** Approve appointment to the Utility and Infrastructure Board (UIB) the following alternate members: David Green, Place 8; and Johnny Trevino, Place 9. **Moved By** Rhodes, **Seconded By** Mayor Pro Tem Lee. **Motion passed unanimously.**

4. Consider authorizing the City Manager to enter into an agreement with Shield Engineering Group at a cost of \$103,700.00 for the engineering design of water, wastewater, drainage, and paving improvements for Peggy Lane

Public Works Director Larry Hoover gave details of the agreement and the work to be completed, including the complications presented by trees within the roadway and stormwater drainage issues.

**Motion** Approve. **Action** Approve authorizing City Manager George Campbell to enter into an agreement with Shield Engineering Group at a cost of \$103,700.00 for the engineering design of water, wastewater, drainage, and paving improvements for Peggy Lane. **Moved By** Wandel. **Seconded By** Pugh. **Motion passed unanimously.**

5. Consider authorizing the City Manager to enter into an agreement with Freese and Nichols to conduct a roadway, water, and wastewater impact fee study, at a cost of \$100,000.00

Public Works Director Larry Hoover stated that this item had been presented to Council during the Work Session of the Tuesday, October 15 regular meeting, noting that the price had changed from \$95,000 to \$100,000; and he was available to answer questions.

**Motion** Approve. **Action** Approve authorizing City Manager George Campbell to enter into an agreement with Freese and Nichols to conduct a roadway, water, and wastewater impact fee study, at a cost of \$100,000.00. **Moved By** Pugh. **Seconded By** Wandel. **Motion passed unanimously.**

Mayor Brian Johnson recessed to Executive Session at 7:47 p.m.

#### G. PUBLIC HEARINGS

*THERE WERE NO PUBLIC HEARINGS POSTED ON THIS AGENDA.*

#### H. TAKE ACTION NECESSARY, PURSUANT TO EXECUTIVE SESSION, IF NEEDED

1. Consider approval of or amendments to an employment agreement with George Campbell to serve as City Manager

There was neither action nor discussion regarding this item.

2. Take any other action deemed necessary as a result of the Executive Session  
*THIS ITEM WAS TAKEN OUT OF ORDER. THE FOLLOWING ACTION WAS TAKEN IMMEDIATELY  
AFTER MAYOR JOHNSON CALLED THE REGULAR SESSION (SECTION IV) TO ORDER.*

**Motion** Approve. **Action** Approve, pursuant to the Executive Session discussion, authorizing City Manager George Campbell to enter into any contracts necessary to complete the transition from FATHOM, including contracts with Systems and Software, Inc. (S&S) and VertexOne. **Moved By** Altom. **Seconded By** Wandel. **Motion passed unanimously.**

I. ADJOURNMENT

**Motion** Adjourn. **Action** Adjourn, **Moved By** Mayor Pro Tem Lee, **Seconded By** Wandel. **Motion passed unanimously.**

Mayor Brian Johnson adjourned the meeting at 8:41 p.m.

APPROVED:

ATTEST:

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BRIAN JOHNSON, MAYOR

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LESLIE E. GALLOWAY, CITY SECRETARY

**STAFF REPORT**  
**TO THE HONORABLE MAYOR AND CITY COUNCIL**

**MEETING DATE:** DECEMBER 17, 2019

**AGENDA ITEM NUMBER:** CONSENT AGENDA ITEM IV.E.2.

**SUBJECT**

Approval of the minutes from the December 3, 2019 special meeting

**ORIGINATED BY**

Leslie E. Galloway, City Secretary & Communications Coordinator

**SUMMARY**

Please see the attached minutes for your approval.

**RECOMMENDATION**

**ATTACHMENTS**

|    |                                                       |                                                           |
|----|-------------------------------------------------------|-----------------------------------------------------------|
| 1. | 2019_12.03_Minutes_City Council Special Meeting_DRAFT | 2019_12.03_Minutes_City Council Special Meeting_DRAFT.pdf |
|----|-------------------------------------------------------|-----------------------------------------------------------|

**KENNEDALE CITY COUNCIL MINUTES**  
**REGULAR MEETING | DECEMBER 3, 2019**  
**CITY HALL COUNCIL CHAMBERS, 405 MUNICIPAL DRIVE**  
**WORK SESSION AT 5:30 PM | REGULAR SESSION AT 5:00 PM**

**I. CALL TO ORDER**

Mayor Brian Johnson called the meeting to order at 5:00 p.m.

**II. EXECUTIVE SESSION**

*THE COUNCIL DID NOT RECESS TO EXECUTIVE SESSION DURING THIS MEETING.*

**III. REGULAR SESSION**

**A. ROLL CALL**

**Present:** Mayor Brian Johnson, Mayor Pro Tem Sandra Lee, Place 3; Josh Altom, Place 1; Chris Pugh, Place 2; Linda Rhodes, Place 4; Chad Wandel, Place 5; **Absent:** NONE. **Staff:** City Manager George Campbell, Administrative Assistant Rosie Ericson, Director of Finance and Information Technology Lakeita Sutton, City Attorney Wayne Olson

**B. ITEMS FOR INDIVIDUAL CONSIDERATION**

1. Receive a report, hold a discussion and provide staff direction and/or required authorizations regarding the transition of customer billing from FATHOM to the City of Arlington or another service vendor and provide direction and/or authorization necessary for any funding required for the purchase and installation of equipment necessary for such transition

City Manager George Campbell stated that he distributed a memo to the City Council on Tuesday, November 26, regarding this ongoing process of transferring utility billing and customer service from FATHOM, noting that – at the November 19 regular meeting – the Council had authorized him to contract with Systems and Software (S&S), VertexOne, and any other companies necessary to ensure continuity of the services previously provided by FATHOM; but that contracts had not been executed with either of the two specifically named companies at this time.

He went on to summarize the ongoing discussions and future options available with FATHOM, the City of Arlington, MuniBilling, Aclara, VertexOne, and S&S. There was some discussion of ownership of assets, costs of data conversion, options regarding the potential replacement of meter interface units (MIUs), potential need to estimate invoices, winter averaging of sewer usage, and a potential need for a competitive bidding process.

Campbell noted that Resolution 563 did not approve issuance of debt, but merely authorized staff to move forward with the necessary steps to consider issuance of debt; and recommended that the City Council approve Reimbursement Resolution 563 (Item

B.2. on this agenda), approve staff to use Water Fund reserves to fund the potential replacement of MIUs with the understanding that the Water Fund would be reimbursed by any Tax Note issuance resulting from this resolution.

2. Consideration and approval of Resolution 563 relating to establishing the City's intention to reimburse itself for the prior lawful expenditure of funds from the proceeds of tax-exempt obligations to be issued by the City for authorized purposes; authorizing other matters incident and related thereto; and providing an effective date

**Motion To Approve. Action** Approval of Resolution 563 relating to establishing the City's intention to reimburse itself for the prior lawful expenditure of funds from the proceeds of tax-exempt obligations to be issued by the City for authorized purposes; authorizing other matters incident and related thereto; and providing an effective date. **Moved By** Pugh. **Seconded By** Wandel. **Motion passes unanimously.**

#### C. ADJOURNMENT

**Motion To Adjourn. Action** Adjourn. **Moved By** Rhodes. **Seconded By** Pugh **Motion passes unanimously.**

Mayor Johnson adjourned the meeting at 5:22 p.m.

APPROVED:

ATTEST:

\_\_\_\_\_  
BRIAN JOHNSON, MAYOR

\_\_\_\_\_  
LESLIE E. GALLOWAY, CITY SECRETARY

**MEETING DATE:** DECEMBER 17, 2019

**AGENDA ITEM NUMBER:** INDIVIDUAL CONSIDERATION ITEM IV.F.1.

**SUBJECT**

Consider authorizing City Staff and consultants to proceed with refunding, for debt service savings, the City's outstanding Combination Tax and Revenue Certificates of Obligation, Series 2010

**ORIGINATED BY**

Lakeita Sutton, Director of Finance and Information Technology

**SUMMARY**

City staff, in consonance with the City's Financial Advisor, SAMCO Capital, has identified an opportunity to achieve debt service savings on an outstanding bond. Due to the recent changes in the tax law, the City can refund its 2010 Certificates of Obligation (COs), for a savings of up to \$126,000 over the next 10 years (assuming rates stay at or near current levels).

The 2010 CO debt savings will be realized in the City's EDC debt structure, reducing the debt service expenditure, thereby resulting in more of a fund balance surplus for the EDC Fund.

This refunding accelerates the efforts the City is making to realize cash savings and maintain its credit rating. The private placement refunding method being recommended will minimize the time for the completion of the transaction as well as reduce the costs associated with other types of advancing bonds.

If the Council makes a decision to proceed with the refunding, there will be a future agenda item to consider the sale in January or February of 2020.

**RECOMMENDATION**

Authorize City staff to proceed with refunding, for debt service savings, the Series 2010 Certificates of Obligation.

**ATTACHMENTS**

**MEETING DATE:** DECEMBER 17, 2019

**AGENDA ITEM NUMBER:** INDIVIDUAL CONSIDERATION ITEM IV.F.2.

**SUBJECT**

Consider appointment of a Chair of the Tax Increment Reinvestment Zone Board (TIRZ) #1 Board of Directors, pursuant to Ordinance 506, Section 3

**ORIGINATED BY**

George Campbell, City Manager

**SUMMARY**

The Council appointed former Councilmember Rockie Gilley as Chair of the TIRZ Board at their December 11, 2018 regular meeting. Mr. Gilley no longer serves on the Board. Ordinance 506 states:

**"Section 3. Zone Board of Directors**

*A board of directors for the Zone ("Board") is hereby created. The Board shall consist of seven (7) members who shall serve for terms of two (2) years each. Of these seven (7) members, each taxing unit other than the City that levies taxes on real property in the Zone may, but is not required to, appoint one (1) member to the Board.*

*After each taxing unit other than the City designates to the City either the name of the member that the taxing unit wishes to appoint or the fact that the taxing unit wishes to waive its right to appoint a member, the City Council shall appoint whatever number of members are necessary to fill the remaining positions on the Board. **Each year the City Council shall appoint a member to serve as chair for a term of one year beginning January 1 of the following year per Section 311.009(f) of the Texas Tax Code.** The City Council authorizes the Board of Directors to elect from its members a vice chair and such other officers as the Board of Directors sees fit."*

**Current TIRZ Board Membership**

- Darold Tippey, Place 1
- Bruce Cates, Place 2
- Councilmember Chris Pugh, Place 3
- Councilmember Chad Wandel, Place 4
- Tarrant County Precinct 2 Commissioner Devan Allen, Place 5
- Jill "J.R." Labbe, Vice President, Communications & Community Affairs for JPS (Hospital District), Place 6
- Dr. Eugene Giovannini, Chancellor of Tarrant County College, Place 7

**RECOMMENDATION**

**ATTACHMENTS**

|    |      |          |
|----|------|----------|
| 1. | O506 | O506.pdf |
|----|------|----------|

## **ORDINANCE NO. 506**

**AN ORDINANCE DESIGNATING CERTAIN NONCONTIGUOUS GEOGRAPHIC AREAS IN THE CITY OF KENNEDALE AS "TAX INCREMENT REINVESTMENT ZONE NUMBER ONE - NONCONTIGUOUS GEOGRAPHIC AREAS, NEW HOPE ROAD AND BLOXOM ROAD, CITY OF KENNEDALE;" CREATING A BOARD OF DIRECTORS FOR THE ZONE; PROVIDING THE EFFECTIVE AND TERMINATION DATES FOR THE ZONE; ESTABLISHING A TAX INCREMENT FUND FOR THE ZONE; AND CONTAINING OTHER MATTERS RELATED TO THE ZONE.**

**WHEREAS**, the City Council desires to promote the development of certain noncontiguous geographic areas in the City of Kennedale, which are more specifically described in Exhibit "A" of this Ordinance (the "Zone"), through the creation of a new reinvestment zone as authorized by and in accordance with the Tax Increment Financing Act, codified at Chapter 311 of the Texas Tax Code; and

**WHEREAS**, the City has prepared a preliminary financing plan for the Zone and provided a copy of that plan to the governing body of each taxing unit that levies taxes on real property in the Zone, in accordance with Section 311.003(b) of the Texas Tax Code; and

**WHEREAS**, on July 12, 2012, the City Council held a public hearing regarding the creation of the Zone and its benefits to the City and to property in the Zone and afforded a reasonable opportunity for (i) all interested persons to speak for or against the creation of the Zone, its boundaries or the concept of tax increment financing and (ii) owners of real property in the Zone to protest inclusion of their property in the Zone, as required by Sections 311.003(c) and (d) of the Texas Tax Code; and

**WHEREAS**, notice of the public hearing was published in a newspaper of general circulation in the City on July 1, 2012, which satisfies the requirement of Section 311.003(c) of the Texas Tax Code that publication of the notice occur not later than the seventh day before the date of the public hearing; and

**WHEREAS**, no owner of real property in the proposed Zone protested the inclusion of their property in the proposed Zone; and

**WHEREAS**, the City has provided all information and made all presentations, given all notices and done all other actions required by Chapter 311, Texas Tax Code, or other law as a condition to the creation of the proposed Zone.

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

**Section 1. Findings**

(a) That the facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct and are adopted as part of this Ordinance for all purposes;

(b) That the City Council further finds and declares that the proposed improvements in the Zone will significantly enhance the value of all the taxable real property in the proposed Zone and will be of general benefit to the City;

(c) That the City Council further finds and declares that the proposed Zone meets the criteria and requirements of Section 311.005 of the Texas Tax Code because the proposed Zone is predominantly open or undeveloped and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impairs or arrests the sound growth of the City and surrounding areas;

(d) That the City Council, pursuant to the requirements of Chapter 311, Texas Tax Code, further finds and declares:

- (1) That the proposed Zone is a noncontiguous geographic area located wholly within the corporate limits of the City of Kennedale in accordance with Section 311.003(a), Texas Tax Code;
- (2) That the total appraised value of taxable real property in the proposed Zone does not exceed fifty percent of the total appraised value of taxable real property in the City and the industrial districts created by the City;
- (3) That thirty percent or less of the property in the Zone, excluding property that is publicly owned, is used for residential purposes (defined as any property occupied by a house having fewer than five living units); and
- (4) That the development or redevelopment of the property in the proposed Zone will not occur solely through private investment in the reasonably foreseeable future.

## **Section 2. Designation of Zone**

The City Council hereby designates the Zone described in the boundary description and depicted in the map, both attached hereto as Exhibit "A" and made a part of this Ordinance for all purposes, as a reinvestment zone pursuant to and in accordance with Chapter 311 of the Texas Tax Code. This reinvestment zone shall be known as "Reinvestment Zone Number One, Noncontiguous Geographic Area, New Hope Road and Bloxom Road, City of Kennedale."

## **Section 3. Zone Board of Directors**

A board of directors for the Zone ("Board") is hereby created. The Board shall consist of seven (7) members who shall serve for terms of two (2) years each. Of these seven (7) members, each taxing unit other than the City that levies taxes on real property in the Zone may, but is not required to, appoint one (1) member to the Board. After each taxing unit other than the City designates to the City either the name of the member that the taxing unit wishes to appoint or the fact that the taxing unit wishes to waive its right to appoint a member, the City Council shall appoint whatever number of members are necessary to fill the remaining positions on the Board. Each year the City Council shall appoint a member to serve as chair for a term of one year beginning January 1 of the following year per Section 311.009(f) of the Texas Tax Code. The City Council authorizes the Board of Directors to elect from its members a vice chair and such other officers as the Board of Directors sees fit.

The Board shall make recommendations to the City Council concerning the administration, management and operation of the Zone. The Board shall prepare and adopt a project plan and a reinvestment zone financing plan for the Zone and submit such plans to the City Council for its approval. The Board shall perform all duties imposed upon it by Chapter 311 of the Texas Tax Code and all other applicable laws. Notwithstanding anything to the contrary herein, the Board shall not be authorized to (i) issues bonds; (ii) impose taxes or fees; (iii) exercise the power of eminent domain, or (iv) give final approval to the Zone's project plan and financing plan.

## **Section 4. Term of Zone**

That the Zone shall take effect upon the adoption of this Ordinance and terminate on the earlier of (i) December 31, 2037 or an earlier termination date designated by an Ordinance adopted after the effective date of this Ordinance or (ii) the date on which all project costs, tax increment bonds and interest on those bonds and other obligations have been paid in full.

## **Section 5. Determination of Tax Increment Base**

The tax increment base for the Zone, as defined by Section 311.012(c) of the Texas Tax Code, shall be the total appraised value of all real property in the Zone

taxable by a taxing unit for the year 2012, which is the year in which the Zone was designated as a reinvestment Zone.

### **Section 6. Tax Increment Fund**

A tax increment fund for the Zone (the "TIF Fund") is hereby established. The TIF Fund may be divided into additional accounts and sub-accounts authorized by resolution or Ordinance of the City Council. The TIF Fund shall consist of (1) the percentage of the tax increment, as defined by Section 311.012(a) of the Texas Tax Code, that each taxing unit which levies real property taxes in the Zone, other than the City, has elected to dedicate to the TIF Fund under an agreement with the City authorized by Section 311.013(f) of the Texas Tax Code, plus (ii) one hundred percent (100%) of the City's tax increment, as defined by section 311.012(a) of the Texas Tax Code, subject to any binding agreement executed at any time by the City that pledges a portion of such tax increment or an amount of other legally available funds whose calculation is based on receipt of any portion of such tax increment. The TIF Fund shall be maintained in an account at a depository bank of the City and shall be secured in the manner prescribed by law for Texas cities. In addition, all revenues from (i) the sale of any obligations hereafter issued by the City and secured in whole or in part from the tax increments; (ii) revenues from the sale of any property acquired as part of an adopted tax increment financing plan; and (iii) other revenues dedicated to and used in the Zone shall be deposited into the TIF Fund. Prior to the termination of the Zone, money shall be disbursed from the Tax Increment Fund only to pay project costs, as defined by the Texas Tax Code, for the Zone, to satisfy the claims of holders of tax increment bonds or notes issued for the Zone, or to pay obligations incurred pursuant to agreements entered into to implement the project plan and reinvestment zone financing plan and achieve their purpose pursuant to Section 311.010(b) of the Texas Tax Code.

### **Section 7. Tax Increment Agreements**

Pursuant to Sections 311.008 and 311.013 of the Texas Tax Code, the City Manager and City Attorney are hereby authorized to execute and deliver, for and on behalf of the City, tax increment agreements with taxing units that levy real property taxes in the Zone.

### **Section 8. Severability**

If any portion, section or part of a section of this Ordinance is subsequently declared invalid, inoperative or void for any reason by a court of competent jurisdiction, the remaining portions, sections or parts of sections of this Ordinance shall be and remain in full force and effect and shall not in any way be impaired or affected by such decision, opinion or judgment.

### Section 9. Notices

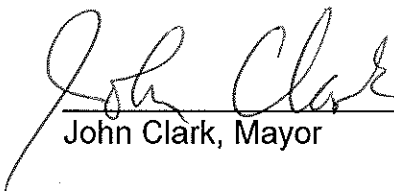
The contents of the notice of the public hearing, which hearing was held before the City Council on July 12, 2012, and the publication of said notice, are hereby ratified, approved and confirmed.

### Section 11. Effective Date

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

PASSED AND APPROVED ON THIS 12<sup>th</sup> DAY OF JULY, 2012.

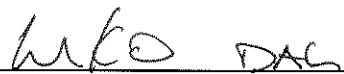


  
John Clark, Mayor

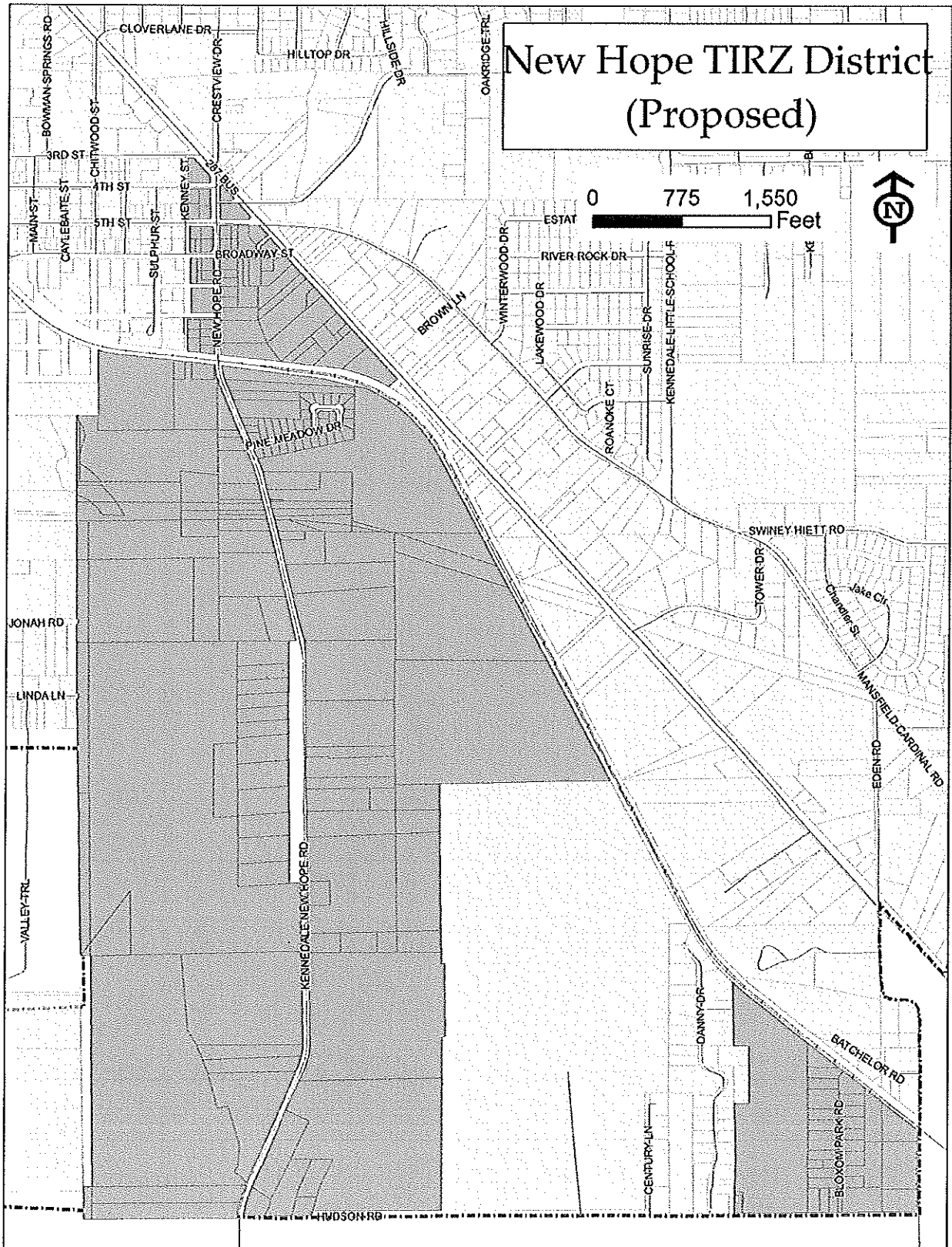
ATTEST:

  
Amethyst Cirino, City Secretary

APPROVED AS TO FORM AND LEGALITY:

  
Wayne K. Olson, City Attorney

# EXHIBIT A - MAP



## **EXHIBIT A - BOUNDARY DESCRIPTION**

**CA Boaz Subd Of J B Renfro Survey** Blk Lots 29, 30, 31, 32B, 32C, 32D2A, 32Dr, 32E, 32R, 33, 34A, 34B, 35A, 35B, 36A, 36A1, 36A2 & NE Pt 37, 36A3, 36A4 & 36D, 36A5 & 36E, 36B, 36C, 37A, 37B, 37B1, 38, 39.

**E C Cannon Survey A378** Trs 1J01 & 1Ee.

**Wade H Hudson Survey A716** Tr 2, 2C, 2C01, 2C02, 2C03, 2C04, 2C04A, 2C05, 2C06, 2C07, 2C08, 2C09, 2C10, 2C10A, 2C11, 2C12; 2C13; 2C14, 2C15, 2C16, & 2C17 (AKA Bloxom Business Park Lts 26, 27, 28, 29); 2C18, 2C18, 2C19, 2C20, 2C21, 2C22, 2C23, 2C24, 2C25, 2C25A, 2C25B, 2D, 2E.

**Kennedale Speedway Park Addn** Blk 1 Lot 1.

**Kennedale Sub-Station Addn** Blk 1 Lot 1 and Blk 2 Lot 1.

**City of Kennedale Addn** Blk 23 Lot 1A; Blk 44 N100'7 & 8; Blk 44 Lts 1 2 S20'7 & 8; Blk 44 Lots 3 & 4; Blk 44 Lts 5, 6 & Vacated Alley; Blk 45 Lots 5-8 & Pt Closed Alley, Lots 1R & 3R; Blk 45 Lts 9-12 & Pt Closed Alley; Blk 45 Lts 13- 16 & Pt Closed Alley; Blk 66 Lts 1, 2, 15, 16 & Pt Of Closed Alley; Blk 66 Lts 3, 4B, 5B, 6B, 7B, 8B & Pt Of Closed Alley; Blk 66 Lts 4A, 5A, 6A, 7A, 8A & Pt Of Closed Alley; Blk 66 Lts 9, 10, 11, 12, 13A & Pt Of Closed Alley; Blk 66 Lts 13B, 14 & & Pt Of Closed Alley; Blk 67 Lts 1-12 & Closed Alley; Blk 88 Lots 1R, 2R, 3R, 4R, 5R, 6R, 7R; Blk 89 Lots 1, 2; Blk 90.

**Kim Addn** Blk 1 Lot 1.

**Living Water Baptist Church** Blk 1 Lot 1.

**Pine Meadow Addn** Blk 1, Lots 1-11, 12R, 13R, 14-32; Blk 2 Lots 1-3.

**Raceway Estates Addn** Blk Lots 1A1, 1A2, 1B, 2, 3, 4, 5A, 5B, 6A, 6B1, 6B2, 6B3, 7A, 7B.

**Jesse B Renfro Survey A1260** Trs 1A, 1A01, 1A01A, 1A02, A03B, 1B, 1B01, 1B01A, 1C01, 1C01A, 1C02, 1D, 1E, 1F, 1F01, 1F01A, 1F01A1, 1G, 1G01, 1G01A, 1G02, 1G02A, 1H, 3E, 5E, 5E01, 5E02, 5E03, 5E04, 5E05, 5H, 1A3A & 1A3E, 1A3C & 1A3D, 5F, 5F1, & 5J.

**R C Richey Survey A1358**, Trs 1, 1A, 1B, 1C, 2, 2A, 2A01, 2A02, 2B1, 2B2, 2B4, 2B5.

**R C Richey Survey A1359** Trs 1, 1A, 1B, 1C, 1D, 1E.

**Robert C Richey Survey A1327** Trs 1A01, 1B, 1B01, 1C, 2, 2B, 2B01, 2B2, 2B3, 2B04, 2C, 2D, 2E, 2F, 2G, 2H, 2J, 2K, 2L, 2M.

**Peter Rouche Survey A1338** Trs 1, 1B, 1C, 2, 2B, 2C.

**Joel Snider Survey A1448** Trs 1A, 1B, 1C, 1D, 1D01, 2, 2A, 2B, 2C, 3, 3A, 3A01, 3B, 3B01.

**C B Teague Survey A1506**, Trs 2, 3, 4, 4A, 4A01, 4A01A, 4A01A1, 4A01B, 4A01C, 4A02, 4B, 4B01, 4B02, 4E, 4F, 5, 5A, 5A01, 5B.

**MEETING DATE:** DECEMBER 17, 2019

**AGENDA ITEM NUMBER:** INDIVIDUAL CONSIDERATION ITEM IV.F.3.

**SUBJECT**

Consider authorizing the City Manager to enter into an 1-year agreement with NetGenius for Information Technology (IT) services, at an annual cost of \$119,700

**ORIGINATED BY**

Lakeita Sutton, Director of Finance and Information Technology

**SUMMARY**

In order to fulfill the duty of regularly evaluating the City's contracts and agreements, the Finance Department issued an RFP for Information Technology (IT) Services in September (with a deadline of October 11, 2019). Seven responses were received from various qualified firms.

The Finance Department solicited appraisals of the proposals from several Department Heads who provided written evaluations to the Finance Department for tabulation according to the following scoring criteria and assignments:

| POINTS | GUIDANCE                        |
|--------|---------------------------------|
| 5      | Significantly Exceeds Standards |
| 4      | Exceeds Standards               |
| 3      | Achieves Standards              |
| 2      | Barely Achieves Standards       |
| 1      | Significantly Below Standards   |
| 0      | Not usable                      |

| FACTOR                                                                  | WEIGHT |
|-------------------------------------------------------------------------|--------|
| Ability to satisfy solutions to City's needs                            | 30%    |
| Contractor's computer expertise and experience with comparable networks | 30%    |
| Qualifications and experience of engagement staff                       | 20%    |
| Client references                                                       | 10%    |
| Costs to the City                                                       | 10%    |

In-person interviews were scheduled with the top-scoring firms where various staff members, including the Finance Department had the opportunity to meet with staff from the firms. Following these interviews, several evaluators and interviewers as well as the Finance and Information Technology (IT) staff selected NetGenius as the preferred proposal.

NetGenius' scores across all the desired capability factors listed above were admirable. Their references were stellar and their experience meets (if not exceeds) the IT service required by the City of Kennedale. The cost for IT services from NetGenius would be \$119,700 annually (\$9,975/month) which would save the City approximately \$5,100 annually.

The contract submitted by NetGenius is attached, but is under review by the City Attorney. Once available, a redlined version will be provided to the Council.

**RECOMMENDATION**

Staff would recommend authorizing staff to contract with NetGenius for IT services for a term of one year.

**ATTACHMENTS**

|    |                             |                                 |
|----|-----------------------------|---------------------------------|
| 1. | RFP Submittal (Net Genius)  | RFP - Net Genius.pdf            |
| 2. | NetGenius Service Agreement | NetGenius Service Agreement.pdf |

**Proposal To**

***City of Kennedale***

***Management & Maintenance Support Services  
Information Technology (IT) Infrastructure***

**From**



**504 W. Main Street**

**Suite C**

**Arlington, TX 76010**

**(888) 250-NETG**

**[ben@netgeniusinc.com](mailto:ben@netgeniusinc.com)**

**[www.netgeniusinc.com](http://www.netgeniusinc.com)**

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Managed IT and InfoSec Services



## Cover Letter

Greetings,

It is with great pleasure that we at NetGenius submit our proposal in response to the RFP entitled “Management & Maintenance Support Services Information Technology (IT) Infrastructure”. It would be an absolute privilege to serve the citizens of Kennedale and we look forward to an exciting and productive relationship with the city.

NetGenius is an IT Services firm and our team has an acclaimed reputation for both effective IT solutions and stellar customer service. Located in Arlington, TX, we have served a diverse set of clients in North Texas to New York, and have a mounting portfolio of successfully completed and ongoing projects. Among them are governmental agencies, professional services firms, utilities and infrastructure companies, medical facilities, financial services firms, banks, and many others. We believe our firm’s experience, expertise, and record of exceptional service across the country makes us well suited for this engagement. Our firm certifies that it possesses sufficient resources in personnel, equipment, and time and is ready to commit them to this project.

Our executive team respectfully requests a thorough review of our proposal. We submit our proposal with sincere interest, and we appreciate greatly your consideration of the NetGenius team for managed IT services in the City of Kennedale.

Should any questions arise during your review of this proposal, please feel free to contact me directly. I am happy to answer any questions that you may have, and provide additional documentation where needed.

Sincerely,

Ben Singleton  
Co-founder  
(817) 991-2287 (m)

## 1. Executive Summary

NetGenius, Inc. executives have reviewed the City of Kennedale Request for Proposal entitled “Management & Maintenance Support Services Information Technology (IT) Infrastructure” in its entirety. Having reviewed the document, the executive staff concludes that NetGenius meets or exceeds all requirements listed within the “Proposal Requirements” section of the document, and possesses the experience and expertise necessary to complete all items listed in the “City Technology Plans”, and “City Desires” sections of the document.

Further, NetGenius executives have reviewed the section entitled “Proposal Requirements”, and have included all items in this proposal, with supporting documentation.

We understand that the city is requesting services to include desktop support (help desk), server management, network management, network security, technology guidance, email management, firewall and switch management, and others. We respectfully submit this proposal and express our sincere interest in this project. We are committed to providing these services to the city, if elected to do so.

NetGenius is the only Managed IT & Security Services provider that guarantees a 1-hour emergency response time, and does not charge hourly fees for on-site responses, even on nights, weekends, and holidays. Having been in public service for many years, NetGenius founders know how important technology is to municipal government, and how urgent the needs of municipal government are. We respond to support requests with an established field of knowledge of Police, Fire, CAD and Court systems, and established relationships with the providers of these systems.

We are also the only provider in the area that sources equipment for our government clients at significantly reduced rates.

Our goal is very simple. We wish to provide the city of Kennedale with honest technology guidance and counsel, and excellent IT and data security services, in exchange for a very reasonably priced monthly service fee.

**We look forward to working with everyone at the City of Kennedale!**

## 1.1 About netGenius

### About NetGenius

NetGenius was founded on the goal of providing an IT solution that is designed with security in mind. Having been in the government, corporate enterprise, and medical spaces for many years, NetGenius partners understand the consequences of the mishandling of CJIS data, medical data, personally identifying information, and corporate IP. Additionally, NetGenius partners have established relationships with software, hardware, systems, and security vendors, receive regular threat feeds, and correspond with law enforcement counterparts on a regular basis to maintain the highest level of security awareness. We have worked with fortune 500 companies, small businesses, and government agencies to streamline processes and improve the overall quality of the IT infrastructure for these clients.

### Experience

Our founders come from the government IT and law enforcement fields. In previous roles, we have provided incident response services to the Fortune 500, restoring crucial network operation to companies who fell victim to ransomware and other network infections. We have partnered in the production of law enforcement software, consulted with government agencies on the topics of information security and cyber-crime, and have hosted intelligence and cyber events for the elite of the intelligence community.

We believe information security should be of great importance to our clients, which is why we include 24/7 security monitoring in our service. We know of no other provider that includes this level of security awareness. Our knowledge and experience in information security gives us the ability to respond to cyber security threats quickly and efficiently, preventing such an event from disabling agency operations.

### Values

The most important measure of our success is the satisfaction of our clients. We believe that transparency, honesty, and diligence result in a worthwhile and productive relationship between our people and our clients. In observance of these values, we make the following pledge:

***“We pledge to be transparent, honest, and diligent in performing work for your city and its employees throughout the term of our engagement, and to provide you with quality service and vigilance in our effort to improve your information security posture, and maintain your systems.”***

## 2. Firm Qualification and Experience

### **“Experience and Technical Expertise”**

NetGenius Partners have been trusted providers of IT and information security services since 2004, and currently provide IT and information security services to a range of clients which include governmental agencies, professional services firms, utilities and infrastructure companies, medical facilities, and many others. The firm maintains an excellent reputation in the information technology and information security communities, and with the clientele it serves.

NetGenius partners have amassed a combined 25 years of experience in the information technology industry, and have provided incident response and information security services to the fortune 500. NetGenius partners have also organized and led law enforcement intelligence conferences in Texas and New York, which include course work on the subject of securing law enforcement networks and ransomware prevention and mitigation. Our partners have consulted with municipal governments across the state and the nation including the NYPD, on technology related projects.

**Additionally, our partners include a former cyber-crimes police detective, and an information technology administrator, both of whom understand the unique technology needs of municipal government, as well as the constraints, regulations, and procedures that accompany governmental agency operations.**

NetGenius partners Moeed Siddiqui and Ben Singleton are published authors and nationally recognized experts in their fields of study. Both have lectured at conferences and taught coursework on technology related subjects including, cyber-crime, ransomware, network security, network administration, law enforcement intelligence, and other topics.

### **CJIS**

NetGenius has provided CJIS audit assistance, CJIS compliance assistance, and currently maintains CJIS compliant systems for multiple cities in TX. We are in frequent contact with CJIS officials, and stay apprised of rule changes and acceptable compliance measures. netGenius partners have been assisting cities with CJIS compliance since 2004, and have never failed an audit.

Further, NetGenius employees are CJIS certified, and fully credentialed through the Texas DPS recognized certification credentialing body, CJISonline.com, and/or TCIC/NCIC. As a result, we are in full compliance with FBI Security Policy 5.8, and permitted access to CJI data.

### 3. Qualifications of Engagement Staff

NetGenius, Inc. is currently staffed with adequate personnel in both quantity and expertise to manage the Kennedale city network. Though the majority of our work can, and should, be accomplished remotely, netGenius is available with sufficient personnel to perform both onsite and offsite work.

Remote management of the city network will allow us to provide the city with faster user support response times, server and service monitoring, patch and update deployment in off-peak hours, and many other benefits.

Our staff will be available for user support 24/7/365. We believe this is imperative for government agencies.

Our staffing plan will include support engineers working remotely from netGenius offices, who are able to respond to support requests remotely, and may make on-site visits where needed.

NetGenius executives will oversee all operations, provide high level reporting, and routinely communicate with city officials to discuss technology and planning.

All netGenius staff have been thoroughly vetted and have undergone a background check, including FBI fingerprinting, CJIS certification, and ongoing technical training. Our staff is knowledgeable and experienced in the areas of desktop support, server management, network management, network security, technology guidance, email management, firewall and switch management, and on many other technical topics.

Support requests can be made 24/7;

via email: [support@netgeniusinc.com](mailto:support@netgeniusinc.com) ,

via our website: <https://www.netgeniusinc.com/support>

by phone or text: 888-250-6384

NetGenius employees are CJIS certified, and fully credentialed through the Texas DPS recognized certification credentialing body, CJISonline.com, and/or TCIC/NCIC. NetGenius employees adhere to a strict code of conduct and ethics that includes respect for all users, confidentiality where appropriate, and ethical performance of duties as core ideals.

## 4. Subcontractors

### **Use of Subcontractors**

NetGenius, Inc. does not outsource managed services responsibilities. All support engineers are employees of netGenius, Inc. We do not use contractors for any of the services covered in the managed services agreement.

However, we are happy to assist the city in locating appropriate contractors for technology related work that is not covered by the managed services agreement.

netGenius  
Managed IT and InfoSec Services

## 5. Similar Engagements

### Similar Engagements

#### **City of Dalworthington Gardens**

netGenius architected and currently manages the entire city network. We have managed the city network for over 15 years. The network includes firewalls, switches, wireless access points, 11 servers and over 40 endpoints, including MDCs, laptops, desktops, and other devices. We are also responsible for managing other systems and projects including a hosted alarm system for city residents, SCADA systems, camera systems, a network security monitor, and others.

This year, netGenius replaced all city machines, upgraded the city exchange (email) server, switching equipment, and power supply equipment. We have also implemented a VOIP phone system, and provided secure remote access to users.

#### **City of Ovilla**

netGenius began managing the City of Ovilla network about 2 years ago. In the last 2 years, we have replaced all city machines, monitors, wireless access points, printers, and added vital components including a video server, power supply equipment, and network security monitoring equipment. We also completed an installation of council chambers video, audio, and teleconferencing equipment, and provided remote access to users.

We have recommended and followed through with many FOIA and compliance related enhancements which include email archiving, FOIA (SB 944) compliant messaging, and TLETs/CJIS related compliance measures.

#### **City of Forest Hill**

netGenius managed the Forest Hill network on a temporary contract before being awarded a long-term contract in August of 2019. Since August, we have replaced laptop machines, implemented on and off-site backups, corrected network configuration issues, and provided on and off-site user support to staff. No additional fees have been charged to the city for these included services.

#### **City of Westover Hills**

netGenius has managed the city network for many years. We have completed too many projects to list. Some of them include a forklift upgrade of the city network, a move and overhaul of the dispatch center, implementation of various city/police software systems, machine replacements, and many others.

## 6. Client References

**Bill Waybourn**

Sheriff

Tarrant County Sheriff's Office

200 Taylor Street

Fort Worth, TX 76102

817-825-0193 (m)

Managed Services (DWG), 2004-2016

~40 users

**Ralph Perrella**

CISO

Paxos Trust Co.

140 E 45<sup>th</sup> Street 16B

New York, NY 10017

347-244-9909 (m)

Managed Services, Current

~200 Users

**Greg Petty**

Chief of DPS

City of Dalworthington Gardens

2600 Roosevelt Dr.

Dalworthington Gardens, TX 76016

817-275-1234 (o)

Managed Services, Current

~40 users

**Anne LaMere**

Finance Director

City of Forest Hill

3219 E California Pkwy

Forest Hill, TX 76119

817-568-3000 (o)

Managed Services, Current

~80 Users

**David Burgess**

Chief of Police

City of Westover Hills

5824 Merrymount Rd

Fort Worth, TX 76107

817-737-3127 (o)

Managed Services, Current

~30 users

**Pam Woodall**

City Manager - Acting

City of Ovilla

105 Cockrell Hill

Ovilla, TX 75154

972-617-7262 (o)

Managed Services, Current

~40 users

*These references can be contacted at any time without notice to netGenius.*

***netGenius has never lost a client, so we are unable to provide former client references as requested in the RFP. However, Sheriff Bill Waybourn was formerly the Chief of Dalworthington Gardens DPS, and could be considered a former client contact, although the city remains a client.***

## 7. Services Provided

### Our Approach

Our experience in the government sector has shaped the way that netGenius provides services to government agencies. Because government agencies are often working with tight budget constraints and limited technical resources, we believe a system of charging for hours worked is counterproductive and detrimental to city operations. For this reason, netGenius offers an all-inclusive service that provides the city with technology services in exchange for a flat monthly fee.

We do not want our government clients to weigh costs when determining whether to contact IT support. This creates an environment that could expose the city to greater liability. When IT is not contacted as problems arise, those problems compound and create opportunities for security breaches and system failures.

**We prefer to be an integral part of city operations, becoming your outsourced IT department, available anytime we are needed.**

We also prefer to take a proactive approach to IT, joining city discussions where relevant, and assisting the city with a technology roadmap so that budgetary decisions can be made for future equipment replacements and upgrades. Additionally, we take a proactive role in assisting the city with technology vendor selection and management.

IT is becoming a very important aspect of city operations, and we understand the responsibility that comes with our role. Unlike most providers, we embrace that responsibility and provide a service level commitment to keep systems up and operational with minimal down time.

The approach we take when providing support is focused on continuity and workflow. We believe it is our duty to improve workflows through technology, educate users, and provide uninterrupted, worry-free computing to staff, while adhering to global directives from city administrators.

Should netGenius be contracted to provide services to the city, we will begin with a network assessment. With the assistance of city staff, we will compile an inventory of all information technology related assets, assess system assets, and make recommendations for improved city-wide IT system performance. We will take control of all IT systems, and provide any updates and patching necessary to bring the systems current. We will also install a network security monitor and intrusion detection system that enables us to monitor network traffic and scan for intrusions and unwanted or dangerous network traffic. We will prepare a report of findings that provides city administrators with the status of the network and recommendations to improve the security posture and efficiency of the network. This process will be ongoing throughout our engagement, as we will always be cognizant of user needs and available network improvements.

## 8. Pricing

### Pricing

Our all-inclusive pricing is completely transparent, and competitive with the market for the services offered.

#### Monthly pricing for Managed Services

##### **Servers**

\$325

##### **Mobile Devices**

\$10

##### **Desktops/Laptops**

\$60

##### **Firewall**

\$275 (Includes 24/7 security monitoring)

##### **Tablets**

\$35

##### **Network Smart Switch**

\$50

*\*A minimum 1-year annual contract is required*

*\*Pricing does not include hardware.*

| Pricing Category             | Quantity                    | MSC per device | Total MSC |
|------------------------------|-----------------------------|----------------|-----------|
| Servers                      | 16                          | \$325          | \$5,200   |
| Desktops/Laptops             | 65                          | \$60           | \$3,900   |
| Tablets (if managed)         |                             | \$35           |           |
| Mobile Devices               |                             | \$10           |           |
| Firewall                     | 1                           | \$275          | \$275     |
| Mail Mgmt                    | 1                           | \$275          | \$275     |
| Switch/WAP                   | 2                           | \$50           | \$100     |
| Total Monthly Service Charge |                             |                | \$9,750   |
| \$9,750 x 12 mo.             | Total Annual Service Charge |                | \$117,000 |

**Routine on-site service, maintenance, and response, including after hours and weekend responses, are included in the Managed Services Agreement and will NOT be billed as project services.**

**\*\*Pricing is based on equipment, and will be subject to verification.**

**Proposal and cost schedule shall be valid and binding for ninety (90) days following proposal due date and will become part of the contract that is negotiated with the City. Although netGenius maintains general liability coverage, cyber liability coverage, and workers comp coverage, we do not charge the client for this. Policy limits attached. Will provide complete policy if needed.**

## 8.1 Schedule of Services

### Services

Our full range of services are included in the pricing reflected above. At no time will netGenius charge the company additional fees for these services or responses.

- **Maximum 1 hour same day response time to emergency requests for service**
- Audit assistance
- In person, face time each month with seamless remote support
- Documentation of systems infrastructure
- Centrally Managed Antivirus
- Equipment procurement assistance
- Hardware inventory asset tracking documentation
- Server uptime and performance monitoring (24x7)
- Help Desk support for users (workstations and printers)
- Software Updates and patch cycle management
- Off-site Backup
- Firewall Management and Security Monitoring (24x7)
- Server Configuration Changes
- Mobile Device Management (if selected)
- Unlimited technology questions or how to
- Quarterly technology road map advisement

*NetGenius will provide an SLC with a 99% Uptime Commitment.*

### Pricing

Our pricing is completely transparent, and competitive with the market for the services offered.

#### Monthly pricing for Managed Services

##### **Servers**

\$325

##### **Desktops/Laptops**

\$60

##### **Tablets**

\$35

##### **Mobile Devices**

\$10

##### **Firewall**

\$275 (Includes 24/7 security monitoring)

##### **Network Smart Switch**

\$50

*\*Pricing does not include hardware.*

*\*\* Requested services that are outside the scope of the agreement will be billed at \$150.00 per hour.*

## 9. Insurance

### Insurance

**No. MTK1563631** Effective Date: 11/01/2018  
12:01 AM STANDARD TIME

ITEM I. NAMED INSURED AND ADDRESS  
netGenius Inc  
504 W Main St Ste C  
Arlington, TX 76010

ITEM II. POLICY PERIOD: (MM/DD/YYYY) From: 11/01/2018 To: 11/01/2019

**Technology Professional Liability**

ITEM III. LIMITS OF LIABILITY \$3,000,000 EACH CLAIM  
\$3,000,000 ANNUAL AGGREGATE

ITEM IV. DEDUCTIBLE: \$0 EACH CLAIM

ITEM V. PREMIUM: \$1,896

ITEM VI. RETROACTIVE DATE: Full Prior Acts

**\$3,000,000 in Technology  
Professional Liability**

**BUSINESSOWNERS GENERAL LIABILITY COVERAGE PART DECLARATIONS**

Policy No. MTK1563631 Effective Date: 11/01/2018  
12:01 AM STANDARD TIME

**LIMITS OF INSURANCE**

|                                                      |             |
|------------------------------------------------------|-------------|
| Liability and Medical Expenses                       | \$1,000,000 |
| Medical Expense (per person)                         | \$10,000    |
| Damages To Premises Rented To You (Any One Premises) | \$300,000   |
| Property Damage Extension Each Claim Limit           | \$10,000    |
| Property Damage Extension Aggregate                  | \$10,000    |
| Property Damage Extension Deductible                 | \$500       |

An Aggregate Limit of Liability applies to this Coverage as defined in SECTION II - LIABILITY, paragraph D.4. of the Businessowners Coverage Form.

**\$1,000,000 in General  
Liability**

**Coverage Information:**

- Part One
  - Workers Compensation Insurance: Statutory Requirements
  - Part One of the policy applies to the Workers Compensation Law of the states listed here:  
TX
- Part Two
  - Employers Liability Insurance: Part Two of the policy applies to work in each state listed in Part One. The limits of our liability under Part Two are:

|                           |             |               |
|---------------------------|-------------|---------------|
| Bodily Injury by Accident | \$1,000,000 | each accident |
| Bodily Injury by Disease  | \$1,000,000 | policy limit  |
| Bodily Injury by Disease  | \$1,000,000 | each employee |

**\$1,000,000 in Workers  
Compensation**

## 10. Service Level Commitment



### SERVICE LEVEL COMMITMENT

#### Commitment

NetGenius commits to provide 99% uptime with respect to the customer's computer network during each calendar year of the Term, excluding regularly scheduled maintenance times.

If in any calendar year this uptime commitment is not met by NetGenius and Customer was negatively impacted, NetGenius shall provide, as the sole and exclusive remedy, a service credit or refund equal to the number of hours or days of downtime experienced, in excess of that guaranteed by this commitment.

#### Scheduled and Unscheduled Maintenance

Regularly scheduled maintenance time does not count as downtime. Maintenance time is regularly scheduled if it is communicated in accordance with the notice section set forth below at least two full business days in advance of the maintenance time. Regularly scheduled maintenance time typically is communicated at least a week in advance, scheduled to occur at night on the weekend, and takes less than 10-15 hours each quarter. NetGenius hereby provides notice that every Saturday night 10:00pm – 12:00am CST is reserved for routine scheduled maintenance for use as needed.

NetGenius in its sole discretion may take the Service down for unscheduled maintenance and in that event will attempt to notify customer in advance in accordance with the Notice section set forth below. Such unscheduled maintenance will be counted against the uptime guarantee.

#### Updates/Notice

This Service Level Commitment may be amended by NetGenius in its discretion but only after providing thirty days advance notice. Notices will be sufficient if provided to a user designated as an administrator of your NetGenius account by email to the registered email address provided for the administrator(s) for Customer's account.

---

Moeed Siddiqui  
Partner  
NetGenius, Inc.

---

Ben Singleton  
Partner  
NetGenius, Inc.

## MANAGED IT SERVICES AGREEMENT

**1 Introduction.** This Managed IT Services Agreement (“the Agreement”) is between **NETGENIUS, INC.**, a Texas corporation (the “Company”), and the entity defined as “Customer” on the Proposal, attached here and incorporated herein by reference. This information is also referred to as the “Customer Information”. **NETGENIUS, INC.**, and the Customer are hereafter referred to collectively as the “Parties.” This Agreement is effective upon the date defined herein as the “Contract Date”, which is also the “Effective Date”.

**2 Recitals.** The Customer wants the Company to provide infrastructure and management services (these services, “Managed Services”) that support the Customer's IT infrastructure. The purpose of Managed Services is for the Company to provide proactive and reactive support and consultation services, with the goal of maintaining business continuity, for identified business-critical systems and components on which the Customer depends for their business. The Company will be responsible for addressing and minimizing disruptions to normal business continuity and responding according to the provisions of the Schedule of Services attached hereto and incorporated. This Agreement formally describes the services being provided by the Company and any limitations placed on the actions of the Parties during the term of the Agreement.

**3 Definitions.** Unless otherwise clear, a stated time of day refers to exactly the stated time, as measured by a commonly accepted standard timekeeper, in the state of Texas, adjusted for Daylight Savings Time according to federal and state law.

A. “Company Equipment” means all Company owned, leased, or developed hardware, software, equipment, machinery, tools and devices (1) located in any Data Center, except for Customer Equipment, or (2) located on the Customer's premises to provide Services hereunder, and as may be more fully described in any Proposal, this Agreement, or amendments.

B. “Change of Law” means the coming into effect after the Effective Date of this Agreement of applicable law or any applicable judgment of a relevant court of law that changes the interpretation of the applicable law and affects the Company's performance under the Agreement in a material way.

C. “Customer Equipment” means equipment owned or controlled by the Customer.

D. “Data Center” means a Company or the Company’s Vendor data center facility or facilities.

E. “Default” means either a Company Default or a Customer Default as required by the context.

F. “Equipment” means, collectively, Company Equipment and Customer Equipment.

G. “Implementation Date” means the later of (1) the date specified as the implementation date on the Proposal, if any or (2) the date on which the applicable Service is ready for the Customer's use.

H. “Proposal” means any agreement or document that itemizes the Services and charges for such Services purchased by Customer.

I. “Stored Files” means file retention and transaction logs stored on media.

J. “Person” means an individual, partnership, corporation, limited liability company, association, joint stock company, trust, joint venture, unincorporated organization, and a governmental entity or any department, agency or political subdivision thereof.

K. “Reasonable Efforts” means, with respect to a given obligation, the efforts that a reasonable person in the promisor’s position would use to comply with that obligation as promptly as possible.

L. “Service Product” means a service, group of services, or combination of goods and services that the Company publishes and sells to customers for a stated per-product rate or charge.

**4 Operating Provisions.** The Parties agree to the following Operating Terms and Conditions.

A. **Services Provided.** The Company will provide to the Customer the services described in the Schedule of Services (“Services”), on the equipment, users and resources, at the locations stated in Schedule of Services (also referred to the “Customer’s location”), for the period of time stated on Proposal (this group of services, bounded by these constraints, is the “Managed Services Package”). The Company shall not provide any Service Products other than as stated in the Managed Services Package. The Company will quote and invoice the Customer for approved Service Products at the hourly rate specified herein or at such a fixed price of the Company’s choosing, whichever the Company deems appropriate for a particular Service Product.

B. Procurement. If the Customer procures an item independently, the Company will not provide or service any warranties unless the Company is separately engaged and compensated for such services.

C. Alteration of Services (Addendum). Any service obligation, description, or condition listed in any Schedule may be altered at any time by mutual agreement of the Customer and the Company, provided that [1] authorized representatives of the Customer gives timely written notice to the Company and the Company acknowledges such receipt; and [2] copies of the notice and acknowledgment are filed alongside of, all copies of the existing Agreement held by each Party. Once these two provisions have occurred, then the Company shall send the Customer a new Addendum which shall replace the previous Addendum as the binding description of the Managed Services Package between the Parties under this Agreement; this replacement shall take effect on the date of the acknowledgment by the Company. The amount invoiced to the Customer by the Company as payment for the Managed Services Package shall increase or decrease in accordance with the amount stated in a Revised Proposal; this amount shall be effective on the same day that the new Addendum becomes effective. No Addendum may alter the Term (as defined herein) of the Agreement, and no Addendum may renew the Agreement.

D. Service Level Commitment. The Company's Service Level Commitment is defined in the Schedule of Services and is incorporated herein for all purposes by reference ("Service Level Commitment" or "SLC"). The Company agrees to apply reasonable efforts to fulfill Customer requests under the rules defined in the Service Level Commitment. The Company shall have no obligation to compensate the Customer for violations of the Service Level Commitment. The Company may amend the Service Level Commitment periodically provided that [1] the Customer is informed in advance of any changes, and [2] the amendment does not materially alter the provision of the Managed Services Package.

E. Equipment. The Customer agrees to adhere to the Company's reasonable quality standards for Customer Equipment. The Customer's servers within a Data Center may be virtual servers that run on physical servers which may host virtual servers for other Company customers. The Company has the right to relocate Equipment from the location described in the Proposal or reconfigure the Equipment with prior written notice to the Customer. The Company will not arbitrarily or discriminatorily make such changes and will work in good faith to minimize disruption to the Services. The Customer shall provide a clean, environmentally controlled operating environment that does not exceed the manufacturer's specifications for the equipment. The Customer shall notify the Company promptly when the listed equipment requires support service. If the Customer changes the configuration of any assets listed in Schedule of Services, the Company may adjust the charge under this Agreement, or at the Company's option, exclude that asset from the scope of this Agreement and prorate the charges accordingly.

F. Inventory. The Customer shall designate and maintain a location accessible to Company representatives in which all paper licenses, paper license codes or keys, paper warranties, install media, dongles, and other objects or physical documents necessary for provisioning of the Managed Services Package shall be consolidated, stored, and organized. The Company is not required to create or maintain any inventory information beyond that which can be generated by the inventory software that the Company has placed on suitable Customer systems. The Customer may provide the Company with specific inventory information, but the Company is not required to keep information obtained in this way current.

## **4.2. Use of Services**

### **4.2.1 Acceptable Use**

The Customer acknowledges that the Company exercises no control whatsoever over the content of information passing through the Customer Equipment or Company Equipment utilized in connection with the Services, and that it is the Customer's sole responsibility to ensure that the information it transmits and receives complies with all applicable laws and regulations.

### **4.2.2 Unauthorized Access or Use**

The Company shall have no liability to the Customer for any unauthorized access or use, corruption, deletion, destruction, or loss of any data or applications. The Company is not responsible for any defects or damages to equipment, any data center, or services resulting from [1] the Customer's, the Customer's agents', or the Customer's employees' mishandling, abuse, misuse, or accident, [2] force majeure, or [3] the Customer's use or provisioning of Customer Equipment electrically or mechanically incompatible with services or of inferior quality. Under no circumstances shall the Company be responsible for any third-party equipment or third-party software or damages that arise as a result of defects or issues related to the third-party equipment or software.

### **4.2.3 Restrictions on Use**

The Customer shall not, and shall not permit others including its employees and agents to, reproduce, reverse engineer, de-compile, disassemble, alter, translate, modify, adapt, market, resell, or sublease any Products (as defined herein) or Services, unless expressly permitted by this Agreement.

Other than as specified in this Agreement, no license, title, or right is granted or transferred to the Customer in or to any service marks, trademarks, copyrights, patents, trade secrets, or any other intellectual property rights of the Company ("Proprietary Information"), and the Customer shall not have any right to use any Proprietary Information, or any Company software or hardware. The Company reserves the right to take any action necessary to prevent harm to the Services, Data Center, Company space, personnel, or the Company's property (and that of its affiliates, vendors and customers) or other persons.

### **4.3 Cooperation**

#### **4.3.1 Access**

The Customer shall facilitate the Company's performance of Services and shall provide the Company with reasonable access to information, including system and platform designs, network architecture, IP addresses, hardware and software specifications ("Customer Information"), necessary to provide the Services described in this Agreement. The Customer agrees that a degradation in the performance of the Services may result if the Customer fails to provide the Customer Information. The Customer agrees to allow Company employees and subcontractors access to its facilities in order to perform Services under this Agreement. The Customer agrees to allow the Company access to assets listed in Schedule of Services. The Customer agrees to furnish the Company with Administrator-level password access for all assets listed in Schedule of Services, where necessary. The Customer agrees to ensure the establishment of and the maintenance of access credentials and physical access tokens for all Company employees and subcontractors that materially support the Customer.

#### **4.3.2 Maintenance Windows**

The Company has the right to designate, and reschedule as needed, a particular recurring time period during which Customer devices and services may be temporarily unavailable for maintenance purposes (this period, the "Maintenance Window"). The Company also has the right to initiate an unscheduled Maintenance Window if the Company determines that [1] a severe risk of damage or disruption exists to any equipment or service covered under the Managed Services Package and [2] this risk can be removed or mitigated by initiating a Maintenance Window. The Company shall make reasonable efforts to consult with the Customer regarding optimal scheduling for Maintenance Windows and to notify the Customer as soon as the period for any Maintenance Window is known. Actions by the Customer to prevent or disrupt work done as part of a Maintenance Window may result in the omission of some elements of the Managed Services Package for which the Company shall not be liable.

#### **4.3.3 Installed Software**

The Customer agrees to allow the Company to load any necessary management or support software onto such assets as necessary to facilitate performance by the Company in accordance with this Agreement, and the Company will assist the Customer in ensuring that any software that the Company loads is in compliance with the Customer's policies and license agreements.

### **4.4 Exclusions**

#### **4.4.1 Exclusions**

The Managed Services Package does not include the repair or replacement of any hardware or software product, electrical work, or repair of damage resulting from operator error, accident, vandalism, electrical or environmental problems, excessive heat or humidity, or maintenance provided by anyone other than authorized Company representatives. The Customer is responsible for maintaining valid warranty agreements and support agreements with vendors purchased independent of Company. Company will maintain and exercise warranty agreements and support agreements for all equipment and services purchased through Company. The Customer is responsible for working with facilities management staff or other infrastructure personnel. Any service calls placed for a problem described above will be billed at the non-contract work rate listed in Schedule of Services.

The Managed Services Package does not cover support due to configuration changes made by the Customer or anyone other than authorized Company representatives. Any service calls placed for a problem caused by such configuration changes will be billed at the non-contract work rate listed in Schedule of Services. The Managed Services Package does not cover support for custom application software, custom databases, or any software for which the Customer is unable or unwilling to provide proof of purchase, an established license agreement, access to any relevant volume licensing centers, and access to vendor support through a valid vendor support agreement.

The Managed Services Package does not cover restoration or assessment of data or software impaired or lost because of data corruption, hardware failure, defects in software, or force majeure incident. It is the responsibility of the Customer to ensure that all necessary materials for data reconstruction are available, including manufacturer recovery media for software and other software to be reloaded.

The Company is not responsible for, and the Managed Services Package does not cover work related to, service disruptions or data loss caused by action or inaction of any third party, including the failure of any third party to provide a timely resolution of any problem with a device or service owned or managed by that third party.

#### **4.4.2 Risk of Loss**

Title and risk of loss will be passed to the Customer on the date of delivery to the Customer, for Customer-installed products, or upon completion of installation for products installed by the Company.

#### **4.4.3 Damage to Customer Equipment**

The Company is not liable for any damage to, or loss relating to, the Customer's business resulting from any cause whatsoever. Certain equipment may be directly accessible by other customers. The Company assumes no liability for any damage to, or loss of, any Customer equipment or to other damages caused by or related to the Customer's use of the services resulting from any cause other than the Company's gross negligence or willful misconduct. To the extent the Company is liable for any damage to, or loss of, Customer equipment for any reason, such liability will be limited solely to the then-current book value of the customer's equipment so damaged. The limitations of liability provided in this Agreement shall extend to the benefit of Company-indemnified parties.

Each Party is responsible for insuring the equipment and property it owns with coverage consistent with industry standards. Neither Party has any obligation to insure the equipment or property of the other.

#### 4.4.4 Customer's Failure to Comply

The Company shall be excused from compliance with the Service Level Commitment and its other obligations associated with the Services under this Agreement to the extent that the Customer's failure to comply with the Customer's obligations in this Agreement result in a degradation of the Services.

### 4.5 Warranties

#### 4.5.1 Customer Warranties

The Customer represents and warrants that [1] the Customer has the legal right and authority to place and use the Customer Equipment, [2] the Customer is duly organized and has the authority to enter into this Agreement and to perform its obligations hereunder, [3] the person signing the Proposal and any other documents on behalf of the Customer is authorized to do so and to legally bind the Customer, and upon the Customer signing a Proposal, this Agreement is legally binding on the Customer, [4] the Customer's and the Customer's end users' utilization of the Services and of the Customer Equipment does not, as of the Implementation Date, and will not, during the Term, violate applicable laws or regulations or infringe the rights of any third-parties, and [5] all information provided to the Company is accurate and complete.

#### 4.5.2 Company Warranties

The Company represents and warrants that [1] the Company has the legal right and authority to provide the Services, [2] the Company is duly organized and has the authority to enter into this Agreement and to perform its obligations hereunder, [3] the person signing the Proposal and other documents that comprise this Agreement on behalf of the Company is authorized to do so, and [4] the Services supplied to the Customer under this Agreement do not, as of the Implementation Date, and will not, during the Term, violate applicable laws or regulations. The Company's service commitment and remedy for interruption of service are detailed at, and the Customer has read, understood, and agrees to, the Service Level Commitment described in this Agreement.

#### 4.5.3 No Other Warranties

The Customer acknowledges that there are risks inherent in Internet connectivity, and use of the Managed Services Package, that could result in the loss of Customer privacy, confidential information, data and property. The Company does not and cannot control the flow of information to or from the Company's network and other portions of the Internet. The Company has no obligation to provide security or protection for the Customer's privacy, confidential information, or data other than as specifically stated in this Agreement.

Except for the express warranties set out in this Agreement, the Managed Services Package is provided on an "as is," "where is" and "with all faults" basis, and the Customer's use of the Managed Services Package is at its own risk. The Company does not make, and hereby disclaims, any and all other express or implied warranties, including warranties of merchantability, fitness for a particular purpose, non-infringement and title, and any warranties arising from a course of dealing, usage, or trade practice. The Company does not warrant that the operation of any assets listed in this Agreement shall be uninterrupted. The Company does not warrant that the Managed Services Package will function as described, will be uninterrupted, error-free, or completely secure. The Customer is solely responsible for the suitability of the Managed Services Package chosen. Neither Party shall make any representations or warranties on the other Party's behalf. The Company makes no warranty concerning compatibility of software or equipment or any results to be achieved therefrom.

### 4.6 Licenses and Intellectual Property

#### 4.6.1 Confidential Information

The Parties agree to hold in confidence, in accordance with this Agreement, all materials and information of each Party (including all Service Products and Intellectual Property Rights), or of third parties obtained through either Party, that are received during the Company's engagement with the Customer and are either marked as confidential or are of a type, or are disclosed under circumstances, such that a reasonable person would expect them to be held in confidence (collectively, the "Confidential Information"). Except as required in the course of the Company's performance of services for the Customer, the Parties will not, without the other Party's prior written consent, reproduce, disclose, or use such Confidential Information at any time, either during or subsequent to the Company's engagement by the Customer. Except as otherwise stated, the Parties' obligations under this paragraph shall continue beyond the termination of this Agreement.

#### 4.6.2 End User Agreement

As part of the Services, the Customer may be allowed to use certain software and related documentation (this software and documentation, the "Products") developed and owned by the Company's third-party software licensors.

The Products are neither sold nor distributed to the Customer and the Customer may use them solely as part of the Services and for no other purpose. The Customer may not transfer the Products outside the Services or to any other person or entity. The Company's third-party software licensors are not responsible for providing any support in connection with the Services or the Products. The Customer's use of the Products is governed by the third party software licensor's terms, copies of which are available at the Customer's request. The Customer covenants to comply with the terms of such licenses, including all End User Agreements pertaining to the Products, during the Term as if it were the licensee. The Customer may not remove, modify, or obscure any copyright, trademark or other proprietary rights notices that are contained in or on the Products.

The Customer disclaims, to the extent permitted by applicable law, all warranties and any liability by the Company's third-party software licensors for any damages, whether direct, indirect, or consequential, arising from the Services or the Products. The Customer authorizes Company representatives to act as representatives of the Customer in agreeing to or otherwise accepting any End User Agreements that the representative is required to accept in order to perform any service for the Customer.

#### **4.7. Payment**

##### **4.7.1 Renewal**

Unless canceled in writing by either Party, or revised/extended in writing by mutual consent, at least thirty (30) days prior to the end of the Term, this Agreement will automatically renew for one (1) term of exactly thirty (30) days at the then current rate charged by the Company. After this thirty (30) term expires, the Agreement will expire.

##### **4.7.2 Removal of Equipment**

Subject to this Agreement, immediately upon expiration of the Term or promptly upon earlier termination of this Agreement for any reason, the Company shall remove any Customer Equipment from the Data Center, or other Company facilities and premises, and transfer it into the custody of a Customer representative. Upon termination of this Agreement, the Company shall have the option to store the Customer Equipment and charge the Customer storage costs or to dispose of the Customer Equipment as set forth in this Agreement. Upon termination of this Agreement, the Customer will return to the Company any Equipment owned by the Company that is loaned to or borrowed by the Customer pursuant to this Agreement. The Company shall not be obligated to restore the premises to their original condition if the Customer does not return the products or make them available for removal by the Company. In addition to any and all other remedies at law or equity available to the Company, all obligations of the Customer under this Agreement shall remain in full force and effect until the Equipment is returned to the Company. The Customer is liable for and agrees to pay for and/or replace any damaged equipment.

##### **4.7.3 Charges**

All fees and charges for the Services are exclusive of any sales or use taxes and other federal, state, municipal, or other governmental taxes or levies applicable to the sale or use of Services hereunder ("Taxes") now in force or enacted in the future, all of which the Customer will be responsible for and will pay in full. The Customer will be fully responsible for any charges, costs, expenses (other than those included in the Services), and third-party claims that may result from its use of, or access to, the Services, Data Center, and Equipment. Unless otherwise set forth in the applicable Proposal, billing and payment terms for Services shall be as set forth in this Agreement. The Company reserves the right to increase charges for third-party services at any time, if the cost of third-party services to the Company is increased.

##### **4.7.4 Billing and Payment Terms**

Payment is to be made according to the terms stated in the Agreement. The Customer shall pay all fees within 30 calendar days after the date of each invoice. Any payment that is not paid in accordance with this Agreement will accrue interest at the rate of 1.5% per month. In addition to all of its other rights at law or in equity, if the Customer is late in any payments hereunder, the Company may, upon written notice to the Customer, require a Security Deposit or other assurances from the Customer that the Company deems necessary to secure the Customer's future payment obligations. The Customer shall pay the Company's costs of collection of payments due under this Agreement, including collection, agency fees, reasonable attorneys' fees and court costs.

The initial payment, upon execution of this agreement, shall be equivalent to two months of the agreed upon monthly service fee and shall be credited to the Customer account, to be applied as payment for the last month of services provided.

##### **4.7.5. Disputed Invoices.**

All invoice dispute claims must be delivered in writing to the Company within thirty (30) calendar days after the invoice date. The Customer waives the right to dispute any invoices not disputed within the time frame set forth herein. All amounts payable by the Customer under this Agreement shall be made without setoff or counterclaim and without deduction.

##### **4.7.6. Credit Approval and Security Deposit**

The Customer shall provide the Company with credit information as requested, and delivery of Services is subject to credit approval by the Company. If the Customer is required to pay the Company a security deposit, the Company may, without further notice to the Customer and without prejudice to the Company's other remedies, apply part or all of the security deposit toward the cure of any Customer default. In such event, the Customer shall, within five (5) business days after written demand, pay the Company an amount equal to the amount so applied to restore the security deposit to its original amount. The Company may deposit the security deposit in an account with its own funds. The Customer shall not be entitled to receive interest on the security deposit. Any part of the security deposit not used by the Company shall be returned to the Customer within sixty (60) calendar days after this Agreement terminates, after the Company applies the security deposit to any outstanding amounts due and payable to the Company.

#### **4.8. Damages**

##### **4.8.1 Disclaimer of Consequential Damages**

Neither Party shall be liable to the other Party for any incidental, consequential, exemplary, punitive, indirect, or special damages or costs (including lost profits, lost revenues, lost data, loss of security, loss of privacy, costs of recreating lost data, cost of procuring or transitioning to substitute services, or loss of use) resulting from any claim or cause of action based on breach of warranty, breach of contract, negligence (including strict liability), or any other legal theory, even if either or both of them knew, or should have known, of the possibility thereof.

#### 4.8.2 Cap on Direct Damages

Neither Party shall be liable to the other Party or to any other person or entity for an amount of damages in excess of the fees paid by the Customer to the Company for the affected services that gives rise to the claim in the six (6) full calendar months immediately preceding the month in which the event giving rise to the claim occurred. At the Company's discretion, the Company may offset any amounts that the Company owes to the Customer against any amounts owed by the Customer to the Company.

#### 4.8.3 Service Suspension

The Company shall have no liability whatsoever for any damages that the Customer may incur as a result of any Service suspension permitted in this Agreement or the Service Level Commitment.

#### 4.8.4 Statute of Limitations

No claim may be asserted by either Party against the other Party with respect to any event, act, or omission for which a claim accrued more than two (2) years prior to such claim being asserted.

#### 4.8.5 Liquidated Damages

The Customer acknowledges that the amount of the monthly recurring fee for Services is based on the Customer's agreement to pay the monthly recurring fees for the entire Term of each Proposal. The Customer acknowledges that the Company's damages from any termination of a Proposal prior to the end of the Term are difficult to ascertain. For that reason, notwithstanding any termination of any Proposal, the Company and the Customer acknowledge and agree that upon any early termination of a Proposal (including termination by the Company associated with a Customer Default), the Customer shall pay one hundred (100%) percent of the remaining monthly recurring charges for the first twelve (12) months of the then-current Term of this Agreement, along with all charges due and payable under any applicable Proposals that would otherwise have been payable for the remainder of the then-current Term. The Customer also agrees to pay one hundred (100%) percent of any third-party termination or cancellation charges that the Company incurs as a result of the Customer's early termination of any Proposal. Provided that if more than twelve (12) months but less than twenty-four (24) months remain on the then-current Term, when any termination occurs the Customer shall pay fifty (50%) percent of the remaining monthly recurring charges for months twelve (12) through twenty-three (23) of the then-current Term of this Agreement, along with all charges due and payable under any applicable Proposals that would otherwise have been payable for the remainder of the then-current Term. The Customer also agrees to pay one hundred (100%) percent of any third-party termination or cancellation charges that the Company incurs as a result of the Customer's early termination of any Proposal.

Provided further that if more than twenty-three (23) months remain on the then-current Term, when any termination occurs the Customer shall pay twenty-five (25%) percent of the remaining monthly recurring charges for months twenty-four (24) through the end of the then-current Term of this Agreement, along with all charges due and payable under any applicable Proposals that would otherwise have been payable for the remainder of the then-current Term. The Customer also agrees to pay one hundred (100%) percent of any third-party termination or cancellation charges that the Company incurs as a result of the Customer's early termination of any Proposal.

The Parties acknowledge and agree that this provision establishes liquidated damages and is not intended as a penalty. Other than as set forth herein, this liquidated damages provision does not waive or alter any remedies available to the Company under this Agreement for the Customer's Default or early termination of this Agreement or any Proposal.

### 4.9. Term and Termination

#### 4.9.1 Term

This Agreement is effective as of the Effective Date and will be effective for the length of time specified in the Cover Page unless it terminates in accordance with the conditions stated below in Section 4.9.2, Termination.

#### 4.9.2 Termination

This Agreement may be terminated by either Party at any time, provided that the Party wishing to terminate the Agreement provides written notice to the other Party in accordance with Section 5.13, Notices, at least thirty (30) days in advance of the date on which the Party wishes to terminate the agreement (this date, the "Termination Date"). If the Customer terminates the Agreement, the Customer agrees to pay in full, within thirty (30) days after the Termination Date, the service termination fees as set forth above in 4.8.5:

(1) a Company Default has occurred; or (2) the Customer has, as of the Termination Date, relocated its primary business facilities to a location greater than fifty (50) miles away from the Company's location in Arlington, Texas.

#### 4.9.3 Default and Remedies

"Customer Default" means [1] the Customer fails to pay, when due, any fees or charges owed to Company under this Agreement, provided that the first such nonpayment or late payment in any calendar year shall not be a Customer Default unless Customer fails to pay such amount within 3 business days after written notice from the Company of such nonpayment or late payment; [2] the Customer fails to promptly pay (or repay) any or all of a security deposit and does not cure such failure within five (5) business days after written notice thereof; [3] the material breach of any representation or warranty made by the Customer in this Agreement, except to the extent such breach is susceptible to cure, in which case there shall be no Customer Default unless such breach is not cured by the Customer within five (5) calendar days after receiving written notice from the Company of such breach;

[4] the Customer fails to comply with any material obligations under this Agreement (other than payment or security deposit obligations) after receiving fifteen (15) calendar days advance written notice from the Company of such failure; [5] the Customer's insolvency or liquidation as a result of which the Customer ceases to do business or if the Company has a reasonably held belief that the Customer may be unable to pay its debts as they become due; [6] the Customer's filing for bankruptcy, reorganization, or failure to discharge an involuntary bankruptcy petition within sixty (60) calendar days; or [7] there occurs an event (including an attack on or unauthorized access to Customer Equipment or data by a third-party) for which the Company reasonably believes that the suspension of Services is necessary to protect the Company or the Company's other customers, in which case the Company will provide advance notice of twelve (12) hours unless the Company determines in its reasonable judgment that shorter or contemporaneous notice is necessary to protect the Company or its other customers from imminent and significant operational or security risk. For purposes of this Agreement, any violation by the Customer of Section 4.2.1, Acceptable Use, shall be considered a failure to comply with a material obligation.

"Company Default" means [1] the Company fails to perform a material obligation under this Agreement after receiving fifteen (15) calendar days advance written notice from the Customer of such failure, [2] the Company's insolvency or liquidation as a result of which the Company ceases to do business, or [3] the material breach of any representation or warranty made by the Company in this Agreement, except to the extent such breach is susceptible to cure, in which case there shall be no Company Default unless such breach is not cured by the Company within fifteen (15) calendar days after receiving written notice from the Customer of such breach. A violation of the Service Level Commitment is not a breach of a representation or warranty or any Default hereunder.

If a Party commits a Default, the non-defaulting Party will be entitled to exercise any one or more of the following remedies, as applicable, then or at any time thereafter: [1] to exercise any remedy for such Default set forth elsewhere in this Agreement; or [2] to immediately terminate this Agreement or any Proposals.

In the event of a Customer Default, in addition to and without waiving any other remedies for Default available to the Company hereunder, the Company may, without liability and without notice beyond the initial notice required for the Customer Default [1] suspend or discontinue Services or the Company's performance under this Agreement, [2] collect liquidated damages as set forth in this Agreement, [3] treat as abandoned, dispose of, or retain and use, free of any rights or claims thereto from the Customer or anyone claiming by, through, or under the Customer, any or all of the Customer Equipment after the Customer has been notified of the Customer Default and failed to promptly cure the Customer Default, and then only after twenty (20) calendar days prior written notice to the Customer, and [4] restrict the Customer's physical and electronic access to the Data Center and Equipment except for the limited purpose of removal of the Customer Equipment after payment in full of any and all amounts owed to the Company. In the event of suspension or discontinuance of Services due to a Customer Default, the Customer shall continue to be liable for all fees and charges for any Services that are still in use by the Customer and, in addition to all other fees due and payable, agrees to pay the Company's then-current reinstallation fee. Notwithstanding the foregoing, all of the Customer's rights with respect to the Services shall be terminated during any period of suspension following a Customer Default.

Each remedy of the non-defaulting Party as provided for in this Agreement, or now or hereafter existing at law or in equity, or by statute or otherwise, shall be cumulative and concurrent and shall be in addition to every other remedy [1] provided for in this Agreement, and [2] except as otherwise limited in this Agreement, now or hereafter existing at law or in equity, or by statute or otherwise, and the exercise or beginning of the exercise by the non-defaulting Party of any one or more of such remedies shall not preclude the simultaneous or later exercise by the non-defaulting Party of any or all such other remedies.

## **5. Standard Provisions**

### **5.1 Insurance Coverage**

The Company agrees to obtain and maintain, at its expense, all relevant insurance required by state and federal law. The minimum types and amounts of insurance coverage to be maintained for the duration of this Agreement will be made available to the Customer upon written request, but not more than twice per calendar year.

The Customer shall obtain and maintain, at its expense, all relevant insurance required by state and federal law. The minimum types and amounts of insurance coverage to be maintained for the duration of this Agreement will be made available to the Company upon written request, but not more than twice per calendar year.

### **5.2 Severability**

The Parties intend as follows: [1] that if any provision of this Agreement is held to be unenforceable, then that provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded; [2] that if an unenforceable provision is modified or disregarded, the rest of this Agreement is to remain in effect as written; and [3] that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable.

### **5.3 Indemnification**

[1] For purposes of this Agreement, the following definitions apply:

“Representative” means, with respect to an entity, any of that entity's directors, officers, employees, agents, consultants, advisors, and other representatives.

“Company Indemnitee” means Company, any Affiliate of Company, each Representative of any of the foregoing, and each of the heirs, executors, successors, and assignees of any of the foregoing.

“Litigation Expense” means any out-of-pocket expense incurred in defending a Proceeding or in any related investigation or negotiation, including court filing fees, court costs, arbitration fees, witness fees, and attorneys' and other professionals' fees and disbursements.

“Loss” means any amount awarded in, or paid in settlement of, any Proceeding, including any interest but excluding any Litigation Expenses.

“Proceeding” means any judicial, administrative, or arbitration action, suit, claim, investigation, or proceeding.

[2] With respect to any Proceeding brought by someone other than the Customer, or someone other than one or more Company Indemnitees, against one or more Company Indemnitees, arising out of this Agreement (each, a "Nonparty Claim"), unless otherwise stated in this Agreement, the Customer shall indemnify those Company Indemnitees against all Indemnifiable Losses arising out of that Proceeding, except to the extent that Company was grossly negligent or intentionally caused those Indemnifiable Losses.

[3] To be entitled to indemnification under paragraph “[2]” above, a Company Indemnitee subject to any Nonparty Claim must promptly (and in any event no later than ten days after the Company Indemnitee first knew of that Nonparty Claim) notify the Customer of that Nonparty Claim and deliver to the Customer a copy of all legal pleadings with respect to the Nonparty Claim. If the Company Indemnitee fails to timely notify the Customer of a Nonparty Claim, the Customer will be relieved of its indemnification obligations with respect to that Nonparty Claim to the extent that the Customer was prejudiced by that failure and the Customer will not be required to reimburse the Company Indemnitee for any Litigation Expenses the Company Indemnitee incurred during the period in which the Company Indemnitee failed to notify the Customer.

[4] To assume the defense of a Nonparty Claim, the Customer must notify the Company Indemnitee that it is doing so. Promptly thereafter, the Customer shall retain to represent it in the Nonparty Claim independent legal counsel that is reasonably acceptable to the Company Indemnitee.

[5] A Company Indemnitee is entitled to participate in the defense of a Nonparty Claim. A Company Indemnitee may defend a Nonparty Claim with counsel of its own choosing and without the Customer participating if ( A ) the Customer notifies the Company Indemnitee that it does not wish to defend the Nonparty Claim, ( B ) by midnight at the end of the tenth day after the Company Indemnitee notifies the Customer of the Nonparty Claim the Customer fails to notify the Company Indemnitee that it wishes to defend the Nonparty Claim, or ( C ) representation of the Customer and the Company Indemnitee by the same counsel would, in the opinion of that counsel, constitute a conflict of interest.

[6] The Customer shall pay any Litigation Expenses that a Company Indemnitee incurs in connection with defense of the Nonparty Claim before the Customer assumes the defense of that Nonparty Claim, except with respect to any period during which the Company Indemnitee fails to timely notify the Customer of that Nonparty Claim. The Customer will not be liable for any Litigation Expenses that a Company Indemnitee incurs in connection with defense of a Nonparty Claim after the Customer assumes the defense of that Nonparty Claim, other than Litigation Expenses that the Company Indemnitee incurs in employing counsel in accordance with paragraph (5), which Litigation Expenses the Customer shall pay promptly as they are incurred.

[7] After the Customer assumes the defense of a Nonparty Claim, the Customer may contest, pay, or settle the Nonparty Claim without the consent of the Company Indemnitee only if that settlement ( A ) does not entail any admission on the part of the Company Indemnitee that it violated any law or infringed the rights of any Person, ( B ) has no effect on any other claim against the Company Indemnitee, ( C ) provides as the claimant's sole relief monetary damages that are paid in full by the Customer, and ( D ) requires that the claimant release the Company Indemnitee from all liability alleged in the Nonparty Claim.

#### 5.4 Force Majeure

[1] For purposes of this Agreement, "Force Majeure Event" means, with respect to a Party, any event or circumstance, whether or not foreseeable, that was not caused by that Party (other than a strike or other labor unrest that affects only that party, an increase in prices or other change in general economic conditions, a Change of Law, or an event or circumstance that results in that Party's not having sufficient funds to comply with an obligation to pay money) and any consequences of that event or circumstance.

[2] If a Force Majeure Event prevents a Party from complying with one or more obligations under this Agreement, that inability to comply will not constitute breach if ( A ) that Party uses reasonable efforts to perform those obligations,

( B ) that party's inability to perform those obligations is not due to its failure to ( B1 ) take reasonable measures to protect itself against events or circumstances of the same type as that Force Majeure Event or ( B2 ) develop and maintain a reasonable contingency plan to respond to events or circumstances of the same type as that Force Majeure Event, and ( B3 ) that Party complies with its obligations under paragraph 5.4(3) following.

[3] If a Force Majeure Event occurs, the noncomplying Party shall promptly notify the other Party of the occurrence of that Force Majeure Event, its effect on performance, and how long the noncomplying Party expects it to last. Thereafter the noncomplying Party shall update that information as reasonably necessary. During a Force Majeure Event, the noncomplying Party shall use reasonable efforts to limit damages to the other Party and to resume its performance under this Agreement.

#### 5.5 Irreparable Harm

The Customer acknowledges that breach by the Customer of any of its collective or respective obligations will likely cause the Company to suffer irreparable harm, namely harm for which damages would be an inadequate remedy. The Customer acknowledges that requiring, as a condition to obtaining an injunction, a restraining order, or any other equitable remedy with respect to such a breach, the Company to demonstrate that the Company would suffer irreparable harm will likely cause delay that results in the Company's suffering irreparable harm before any equitable remedy is granted. Therefore, if the Customer breaches any of its respective or collective obligations, then, for purposes of determining whether a court should grant an equitable remedy in respect of a particular breach, any court should assume that each particular breach would cause the Company irreparable harm.

#### 5.6 Limitation of Liability

In no event shall the Company or its employees, affiliates, contractors, or agents be liable for any indirect, incidental, special, punitive, or consequential damages or for any lost or imputed profits, revenue, data, or use, regardless of the legal theory under which such liability is asserted, including, without limitation, legal theories of contract, tort, or strict liability, even if the Company has been advised of the possibility of such damages. In addition, in no event shall the Company's liability for any damages exceed the actual dollar amount paid by the Customer to the Company, pursuant to any Proposals to which this Agreement is attached, during the six month period prior to the date the damages occurred or the cause of action arose.

#### 5.7 Recovery of Expenses

In any adversarial proceedings between the Parties arising out of this Agreement, the prevailing Party will be entitled to recover from the other Party, in addition to any other relief awarded, all expenses that the prevailing Party incurs in those proceedings, including legal fees and expenses.

#### 5.8 Entire Agreement

This Agreement constitutes the entire understanding between the Parties as to the subject matter of this Agreement and supersedes all other agreements, whether written or oral, between the Parties.

#### 5.9 Construction and Forum Selection

The laws of the state of Texas, without giving effect to its principles of conflicts of law, govern all adversarial proceedings arising out of this Agreement. If either Party brings against the other Party any proceeding arising out of this Agreement, that Party may bring that proceeding only in the United States District Court for the Northern District of Texas Fort Worth or, only if there is no federal subject matter jurisdiction, in any state court of Texas, and each Party hereby submits to the exclusive jurisdiction of those courts for purposes of any such proceeding.

Each Party hereby waives any claim that any proceeding brought in accordance with this Agreement has been brought in an inconvenient forum or that the venue of that proceeding is improper. Each Party waives its right to a jury trial for any action arising out of this Agreement, including contract claims, tort claims, and all other claims.

#### 5.10 Successors and Assigns

Except as otherwise stated, this Agreement will be binding upon and inures to the benefit of, the Parties and their respective successors and assigns.

#### 5.11 Waiver

No waiver of satisfaction of a condition or nonperformance of an obligation under this Agreement will be effective unless it is in writing and signed by the Party granting the waiver.

#### 5.12 Amendments

No amendment to this Agreement will be effective unless it is in writing and signed by both Parties.

5.13 Notices

[1] For a notice or other communication under this Agreement to be valid, it must be in writing and delivered by email. A valid notice or other communication under this Agreement will be effective when received by the Party to which it is addressed. It will be deemed to have been received as follows:

( A ) if it is delivered by email, when the Party to which the email is addressed acknowledges having received that email, with an automatic “read receipt” not constituting acknowledgment of an email; and if ( B ) the Party to which it is addressed rejects or otherwise refuses to accept it, or if ( C ) it cannot be delivered because of a change in address for which no notice was given, then upon that rejection, refusal, or inability to deliver.

[2] If a notice or other communication addressed to a Party is received after 5:30 p.m. on a business day at the location specified in the address for that Party, or on a day that is not a business day, then the notice will be deemed received at 8:30 a.m. on the next business day.

[3] For a notice or other communication to a Party under this Agreement to be valid, it must be addressed using the information specified below for that Party or any other information specified by that Party in a valid notice.

To the Customer:  
City of Kennedale  
Attn:  
Email:

To the Company:  
netGenius, Inc.  
Attn: Ben Singleton  
Email: ben@netgeniusinc.com

**6 AGREEMENT**

Accepted and Approved for the Customer:  
City of Kennedale

Accepted for:  
**NETGENIUS, INC.**  
504 W. Main Street  
Suite C  
Arlington, Texas 76010

\_\_\_\_\_  
Signature

Name (print) \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Signature

Name (print) \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**MEETING DATE:** DECEMBER 17, 2019

**AGENDA ITEM NUMBER:** INDIVIDUAL CONSIDERATION ITEM IV.F.4.

**SUBJECT**

Consider adoption of Ordinance 687, amending the Kennedale Municipal Code, by amending Exhibit A "Schedule of Fees" of Section 2-3, "Fees for licenses, inspections, permits, etc." to adjust fees associated with multifamily building permits, engineering plat and plan review, and construction inspection

**ORIGINATED BY**

Melissa Dailey, Director of Planning & Economic Development

**SUMMARY**

The City currently charges a \$1,000 engineering review fee for preliminary plat review and a \$2,500 engineering review fee for final plats. These fees help to offset the City's cost for these reviews.

Staff anticipates much higher engineering review costs for some larger scale developments that are currently planned. The ability to pass on the costs of a third-party engineering review will reduce costs borne by the City, as the current fees charged will not cover those costs.

**RECOMMENDATION**

Approve

**ATTACHMENTS**

|    |                                                         |                                                             |
|----|---------------------------------------------------------|-------------------------------------------------------------|
| 1. | O687 Fee Schedule Amendment Community Development Plats | O687 Fee Schedule Amendment Community Development Plats.pdf |
|----|---------------------------------------------------------|-------------------------------------------------------------|

## **ORDINANCE NO. 687**

**AN ORDINANCE AMENDING THE KENNEDALE CITY CODE, BY AMENDING EXHIBIT A "SCHEDULE OF FEES" OF SECTION 2-3, "FEES FOR LICENSES, INSPECTIONS, PERMITS, ETC." TO PROVIDE FOR FEES RELATED MULTIFAMILY BUILDING PERMITS, ENGINEERING REVIEW, AND CONSTRUCTION INSPECTION; PROVIDING A CUMULATIVE CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the City has previously adopted regulations for the collection of fees in connection with building permits, platting, planning, and inspection; and

**WHEREAS**, the City desires to add fees for multifamily building permits; and

**WHEREAS**, the City desires to also charge applicants with fees in an amount equal to the actual cost incurred by the City related to third-party engineering review of plats, plans, and applications, and third-party construction inspection; and

**WHEREAS**, the City Council, after due and careful consideration, considers it desirable and in the best interest of the health, safety, morals and general welfare of the citizens to add the fees described herein.

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

### **SECTION 1.**

The Schedule of Fees adopted in Section 2-3 "Fees for licenses, inspections, permits, etc." of the Kennedale City Code is hereby amended to add multifamily building permit fees, engineering review fees, and construction inspection fees as shown on Exhibit "A" to this Ordinance.

### **SECTION 2.**

This ordinance shall be cumulative of all provisions of all existing ordinances and of the Kennedale City Code (1991), as amended, and shall not repeal any of the provisions of such ordinances except in those instances where provisions of such ordinances are in direct conflict with the provisions of this ordinances. All fees in Exhibit A "Schedule of Fees" of Section 2-3 "Fees for licenses, inspections, permits, etc." that are not revised in Exhibit "A" to this Ordinance shall remain unchanged.

**SECTION 3.**

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

**SECTION 4.**

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

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF KENNEDALE, TEXAS, THIS THE 17<sup>TH</sup> DAY OF DECEMBER, 2019.**

**APPROVED:**

\_\_\_\_\_  
**MAYOR BRIAN JOHNSON**

[CITY SEAL]

**ATTEST:**

\_\_\_\_\_  
**CITY SECRETARY LESLIE E. GALLOWAY**

**APPROVED AS TO FORM AND LEGALITY:**

**EFFECTIVE DATE:**

\_\_\_\_\_  
**CITY ATTORNEY DREW LARKIN**

| ADMINISTRATIVE                                                                                |             |                                                                                                                                                                                                                                                                                                   |  |
|-----------------------------------------------------------------------------------------------|-------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| SERVICE                                                                                       | COST        | NOTES                                                                                                                                                                                                                                                                                             |  |
| <b>CHECK AND CREDIT CARD TRANSACTIONS</b>                                                     |             |                                                                                                                                                                                                                                                                                                   |  |
| <i>Credit Card Payments</i>                                                                   |             |                                                                                                                                                                                                                                                                                                   |  |
| Municipal Court and Permitting                                                                | 3.0%        | When payment of any fee, fine, court cost, or other charge related to Kennedale Permitting is made by credit card via phone, online or in-person, a fee equaling three (3) percent per fee, fine, or other charge paid by credit card will be added to the fee, fine, or other charge paid.       |  |
| Utility Billing                                                                               | 2.8%        | When payment of any utility billing charge related to Kennedale Utility Billing is made by credit card via phone, mail, online or in-person to City of Kennedale or Fathom Global, a fee equaling 2.8 percent per fee, fine or other charge paid by credit card will be added to the charge paid. |  |
| Other Departments Not Listed                                                                  | No Charge   | When payment of any fee or other charge related to any other miscellaneous activity not listed department is made by credit card online, by phone (817-985-2120), or in-person, no fee will be required.                                                                                          |  |
| Returned Check/Declined Credit Transaction Fee (All Departments)                              | \$30.00     |                                                                                                                                                                                                                                                                                                   |  |
| <b>CODE ENFORCEMENT</b>                                                                       |             |                                                                                                                                                                                                                                                                                                   |  |
| Lien Assessment Fee                                                                           | Actual Cost | Plus \$100.00 administrative fee                                                                                                                                                                                                                                                                  |  |
| Mowing, Cleaning, and/or Boarding Property (By Contractor)                                    | Actual Cost | Plus \$100.00 administrative fee                                                                                                                                                                                                                                                                  |  |
| <b>FACILITY RENTALS/RESERVATIONS</b>                                                          |             |                                                                                                                                                                                                                                                                                                   |  |
| <i>Ballfields (Village Street off of Averett Rd.; Subfacility of Sonora Park)</i>             |             |                                                                                                                                                                                                                                                                                                   |  |
| General Reservations (Residents and Non-Residents)                                            | \$25.00     | Per two (2) hour block                                                                                                                                                                                                                                                                            |  |
| Kennedale Youth Association (KYA) Annual Lease Agreement                                      |             |                                                                                                                                                                                                                                                                                                   |  |
| <i>Community Center (316 W Third St.; in the Kennedale Public Library Building)</i>           |             |                                                                                                                                                                                                                                                                                                   |  |
| Deposit (applies to all Community Center rentals)                                             | \$150.00    | May be returned, dependent upon satisfactory inspection by staff                                                                                                                                                                                                                                  |  |
| Non-Residents                                                                                 | \$40.00     | Per hour, during library's normal hours; Minimum of \$100 charge per rental                                                                                                                                                                                                                       |  |
|                                                                                               | \$50.00     | Per hour, during library's closed hours; Minimum of \$100 charge per rental                                                                                                                                                                                                                       |  |
| Residents                                                                                     | \$30.00     | Per hour, during library's normal hours; Minimum of \$100 charge per rental                                                                                                                                                                                                                       |  |
|                                                                                               | \$40.00     | Per hour, during library's closed hours; Minimum of \$100 charge per rental                                                                                                                                                                                                                       |  |
| <i>Pavilions (TownCenter Park at 405 Municipal Drive; Sonora Park at 263 S. New Hope Rd.)</i> |             |                                                                                                                                                                                                                                                                                                   |  |
| Deposit (applies to all pavilion rentals)                                                     | \$50.00     | May be returned, dependent upon satisfactory inspection by staff                                                                                                                                                                                                                                  |  |
| Non-Residents                                                                                 | \$120.00    | For 2 Hours, \$180 For 4 Hours, \$230 For 6 Hours, \$280 For 8 Hours                                                                                                                                                                                                                              |  |
| Residents                                                                                     | \$60.00     | For 2 Hours, \$90 For 4 Hours, \$115 For 6 Hours, \$140 For 8 Hours                                                                                                                                                                                                                               |  |
| <i>Senior Center Banquet Room (420 Corry A. Edwards Dr.)</i>                                  |             |                                                                                                                                                                                                                                                                                                   |  |
| Deposit (Members)                                                                             | \$75.00     | May be returned, dependent upon satisfactory inspection by staff                                                                                                                                                                                                                                  |  |
| Members                                                                                       | \$75.00     | Per day                                                                                                                                                                                                                                                                                           |  |
| Deposit (Non-Members)                                                                         | \$150.00    | May be returned, dependent upon satisfactory inspection by staff                                                                                                                                                                                                                                  |  |
| Non-Members                                                                                   | \$125.00    | Per day                                                                                                                                                                                                                                                                                           |  |
| <b>SERVICE</b>                                                                                | <b>COST</b> | <b>NOTES</b>                                                                                                                                                                                                                                                                                      |  |
| <b>LIBRARY</b>                                                                                |             |                                                                                                                                                                                                                                                                                                   |  |
| Overdue Book                                                                                  | No Charge   |                                                                                                                                                                                                                                                                                                   |  |
| Photocopies From Copier (Only Black and White Available)                                      | \$0.10      | Per page                                                                                                                                                                                                                                                                                          |  |

|                                                                                                      |             |                                                                    |
|------------------------------------------------------------------------------------------------------|-------------|--------------------------------------------------------------------|
| Printouts From Computer                                                                              | \$0.25      | Per page                                                           |
| Materials Lost or Damaged Beyond Repair                                                              | \$5.00      | Processing fee + listed retail price                               |
| Repair of Inventory Material                                                                         | Actual Cost |                                                                    |
| Replace Lost or Damaged Audiobook Binder                                                             | \$5.00      |                                                                    |
| Replace Lost or Damaged CD Case                                                                      | \$1.00      |                                                                    |
| Replace Lost or Damaged DVD Case                                                                     | \$2.00      |                                                                    |
| Interlibrary Loan                                                                                    | No Charge   |                                                                    |
| Initial (New Account) Library Card for Residents                                                     | No Charge   | For residents of the Cities of Kennedale, Arlington, and Mansfield |
| Annual Library Card for Non-Residents                                                                | \$35.00     | Per year                                                           |
| Library Card Replacement (Residents and Non-Residents)                                               | \$2.00      | Per card                                                           |
| Repair of CD/DVD                                                                                     | \$1.00      |                                                                    |
| Transmittal Fax Only (Local)                                                                         | \$1.00      | First page, \$0.25 each additional page                            |
| Transmittal Fax Only (Long Distance)                                                                 | \$2.00      | First page, \$0.50 each additional page                            |
| <b>POLICE DEPARTMENT</b>                                                                             |             |                                                                    |
| Fingerprinting of Residents for Background Checks                                                    | \$7.50      | Per Card                                                           |
| Vehicle Accident Report                                                                              | \$6.00      | Per copy                                                           |
| Offense or Arrest Report                                                                             | \$1.50      | Per report, plus \$0.10 per page for additional copies             |
| <b>PERMITS AND INSPECTIONS</b>                                                                       |             |                                                                    |
| <b>SERVICE</b>                                                                                       | <b>COST</b> | <b>NOTES</b>                                                       |
| NOTE: Minimum Fee For Any Single Permit or Inspection, Listed or Unlisted, Regardless of Department. |             |                                                                    |
|                                                                                                      | \$          | 55.00 Excluding signs                                              |

**NEW** NOTE: In addition to all fees below, developers, property owners, or applicants must pay additional fees in an amount equal to the actual cost incurred by the City related to (i) third-party engineering review of plats, plans, and applications and (ii) third-party construction inspection.

|                                                                                                                                    |             |              |                                                                                                                                 |
|------------------------------------------------------------------------------------------------------------------------------------|-------------|--------------|---------------------------------------------------------------------------------------------------------------------------------|
| Building Permit for Residential Construction (single family, two family, multifamily, and townhome)                                | \$          | 0.85         | Per square foot                                                                                                                 |
| <b>Building Permit for Non-Residential Construction Based on Total Valuation of Project (Used for Building Code Pricing Below)</b> |             |              |                                                                                                                                 |
| \$1.00 to \$500.00                                                                                                                 | \$23.50     |              | For the first \$500.00, plus \$3.05 for each additional \$100.00, or fraction thereof, up to and including \$2,000.00           |
| \$501.00 to \$2,000.00                                                                                                             | \$23.50     |              | For the first \$2,000.00, plus \$14.00 for each additional \$1,000.00, or fraction thereof, up to and including \$25,000.00     |
| \$2,001.00 to \$25,000.00                                                                                                          | \$69.25     |              | For the first \$25,000.00, plus \$10.10 for each additional \$1,000.00, or fraction thereof, up to and including \$50,000.00    |
| \$25,001.00 to 50,000.00                                                                                                           | \$391.25    |              | For the first \$50,000.00, plus \$7.00 for each additional \$100,000.00                                                         |
| \$50,001.00 to \$100,000.00                                                                                                        | \$643.75    |              | For the first \$100,000.00, plus \$5.60 for each additional \$1,000.00, or fraction thereof, up to and including \$500,000.00   |
| \$100,001.00 to \$500,000.00                                                                                                       | \$993.75    |              | For the first \$500,000.00, plus \$4.75 for each additional \$1,000.00, or fraction thereof, up to and including \$1,000,000.00 |
| \$500,001.00 to \$1,000,000.00                                                                                                     | \$3,233.75  |              | For the first \$1,000,000.00, plus \$3.65 for each additional \$1,000.00, or fraction thereof                                   |
| \$1,000,001.00+                                                                                                                    | \$5,608.75  |              |                                                                                                                                 |
| <b>SERVICE</b>                                                                                                                     | <b>COST</b> | <b>NOTES</b> |                                                                                                                                 |

| BUILDING CODE PERMITS, INSPECTIONS AND PLAN REVIEWS                       |          |       |                                                                       |
|---------------------------------------------------------------------------|----------|-------|-----------------------------------------------------------------------|
| Accessory Building (Min. 175 ft <sup>2</sup> )                            | Varies   |       | Consult Construction Table (above)                                    |
| Alterations and Repairs To Existing Structures                            | Varies   |       | Consult Construction Table (above)                                    |
| Building Code Appeal                                                      | \$100.00 |       |                                                                       |
| Canopy - Larger than 400 ft <sup>2</sup>                                  | \$55.00  |       |                                                                       |
| Carnival or Temporary Amusement                                           | \$55.00  |       |                                                                       |
| Carport                                                                   | Varies   |       | Consult Construction Table (above)                                    |
| Contractor Registration, Initial (Article XIII, Chapter 4 Of City Code)   | \$100.00 |       |                                                                       |
| Contractor Registration, Annual Renewal                                   | \$50.00  |       | If not renewed within 30 days of expiration, renewal fee is \$100.00. |
| Detached Garage                                                           | Varies   |       | Consult Construction Table (above)                                    |
| Demolition                                                                | \$55.00  |       |                                                                       |
| Drive Approach                                                            | \$55.00  |       |                                                                       |
| Fence, Retaining Wall, Screen Wall                                        | Varies   |       | Consult Construction Table (above)                                    |
| Fireplace                                                                 | Varies   |       | Consult Construction Table (above)                                    |
| Moving Building into the City                                             | \$100.00 |       |                                                                       |
| Patio Cover                                                               | Varies   |       | Consult Construction Table (above)                                    |
| Portable Building (Min. 175 ft <sup>2</sup> )                             | Varies   |       | Consult Construction Table (above)                                    |
| Signs                                                                     | Varies   |       | Consult Construction Table (above)                                    |
| Swimming Pool and/or Hot Tub (Above Ground)                               | Varies   |       | Consult Construction Table (above)                                    |
| Swimming Pool and/or Hot Tub (In-Ground)                                  | Varies   |       | Consult Construction Table (above)                                    |
| Tent (Commercial) - Larger Than 200 ft <sup>2</sup>                       | \$55.00  |       |                                                                       |
| Tree Mitigation Fee                                                       | \$200.00 |       | Per caliper inch                                                      |
| Underground Storage Tanks (Includes Gas Lines To Tank)                    | Varies   |       | Consult Construction Table (above)                                    |
| Reinspection Fee                                                          | \$55.00  |       |                                                                       |
| Plan Review                                                               |          |       |                                                                       |
| New, Addition, Remodel for Commercial, Industrial, and Multi-Family       | 20%      |       | Of building permit fee                                                |
| New, Addition, Remodel for Single or Two Family                           | \$55.00  |       |                                                                       |
| All Other Permits Requiring Plan Review                                   | \$25.00  |       |                                                                       |
| Re-Review Fee                                                             | \$25.00  |       |                                                                       |
| SERVICE                                                                   | COST     | NOTES |                                                                       |
| ELECTRICAL CODE PERMITS AND INSPECTIONS                                   |          |       |                                                                       |
| Apartments, Condominiums, Triplex, Etc.                                   | \$0.05   |       | Per ft <sup>2</sup> ; Minimum calculation of \$55.00                  |
| Commercial/Industrial New Construction                                    | \$0.06   |       | Per ft <sup>2</sup> ; Minimum calculation of \$55.00                  |
| Single Family, Duplex, Townhouse, Etc.                                    | \$0.06   |       | Per ft <sup>2</sup> ; Minimum calculation of \$55.00                  |
| Contractor Registration, Initial (Article XIII, Chapter 4 Of City Code)   | \$100.00 |       |                                                                       |
| Contractor Registration, Annual Renewal                                   | \$50.00  |       | If not renewed within 30 days of expiration, renewal fee is \$100.00  |
| Electric Generators Used By Carnival, Circuses, Traveling Shows, Exhibits | \$55.00  |       |                                                                       |
| Electrical Code Appeal                                                    | \$100.00 |       |                                                                       |
| Fixed Residential Appliances, Receptacle Outlets, Etc.                    | \$55.00  |       | As Defined by City Code                                               |

|                                                                         |             |                                                                         |
|-------------------------------------------------------------------------|-------------|-------------------------------------------------------------------------|
| Minimum For Any Single Permit                                           | \$55.00     | Except Temporary Construction Pole Reconnects                           |
| Swimming Pool, In-Ground, Residential                                   | \$110.00    |                                                                         |
| Receptacles, Switch, Lighting or Other Outlet Holding Devices           | \$55.00     |                                                                         |
| Reinspection Fee                                                        | \$55.00     |                                                                         |
| <i>Services of 600 Volts or Less</i>                                    |             |                                                                         |
| Less than 200 Amps                                                      | \$55.00     |                                                                         |
| 600+ Volts or 1,000+ Amps                                               | \$55.00     |                                                                         |
| Each Power Apparatus (As Defined By City Code)                          | \$2.00      |                                                                         |
| <i>Rating in Horsepower, Etc.</i>                                       |             |                                                                         |
| Up To And Including 1, Each                                             | \$55.00     |                                                                         |
| Over 1, Up To And Including 10, Each                                    | \$55.00     |                                                                         |
| Over 10, Up To And Including 50, Each                                   | \$55.00     |                                                                         |
| Over 50, Up To And Including 100, Each                                  | \$55.00     |                                                                         |
| Over 100, Each                                                          | \$55.00     |                                                                         |
| <i>Signs, Outline Lighting, or Marquees</i>                             |             |                                                                         |
| One Branch Circuit, Each                                                | \$55.00     |                                                                         |
| Additional Branch Outlets                                               | \$55.00     |                                                                         |
| Temporary Power To Any Structure (Maximum Of Ninety (90) Days)          | \$55.00     |                                                                         |
| <b>SERVICE</b>                                                          | <b>COST</b> | <b>NOTES</b>                                                            |
| <b>MECHANICAL CODE PERMITS AND INSPECTIONS</b>                          |             |                                                                         |
| Contractor Registration, Initial (Article XIII, Chapter 4 Of City Code) | \$100.00    |                                                                         |
| Contractor Registration, Annual Renewal                                 | \$50.00     | If not renewed within 30 days of expiration, renewal fee is \$100.00.   |
| HVAC (Heating/Cooling Systems)                                          | \$110.00    | \$55 Per air handling unit (e.g. inside unit + outside unit = \$110.00) |
| Replacement of Furnaces, Condensing Unit or Cooling/Heating System      | \$55.00     |                                                                         |
| Vent-A-Hood (Commercial)                                                | \$55.00     |                                                                         |
| Re-Inspection Fee                                                       | \$55.00     |                                                                         |
| Mechanical Code Appeal                                                  | \$100.00    |                                                                         |
| <b>SERVICE</b>                                                          | <b>COST</b> | <b>NOTES</b>                                                            |
| <b>PLUMBING CODE PERMITS AND INSPECTIONS</b>                            |             |                                                                         |
| Apartments, Condominiums, Triplex, Etc.                                 | \$0.05      | Per ft <sup>2</sup> ; Minimum fee of \$55.00                            |
| Commercial/Industrial New Construction                                  | \$0.06      | Per ft <sup>2</sup> ; Minimum fee of \$55.00                            |
| Single Family, Duplex, Townhouse, Etc.                                  | \$0.06      | Per ft <sup>2</sup> ; Minimum fee of \$55.00                            |
| Contractor Registration, Initial (Article XIII, Chapter 4 Of City Code) | -           | Not required for plumbers.                                              |
| <i>Unit Fee Schedule</i>                                                |             |                                                                         |
| Building Water Line                                                     | \$55.00     | Each                                                                    |
| Building Sewer Line                                                     | \$55.00     | Each                                                                    |
| Fireplace Piping and Valve                                              | \$55.00     |                                                                         |
| Gas Fired Applicable W/Special Vent Pipe                                | \$55.00     |                                                                         |
| Gas Piping System (1-4 Outlets)                                         | \$55.00     | Each                                                                    |
| Gas Piping System (5+ Outlets)                                          | \$55.00     | Each                                                                    |

|                                                                                                                   |             |                                                                        |
|-------------------------------------------------------------------------------------------------------------------|-------------|------------------------------------------------------------------------|
| Industrial Waste Pre-Treatment Interceptor                                                                        | \$55.00     |                                                                        |
| Installation/Repair of Water Piping and/or Water Treatment Equipment                                              | \$55.00     |                                                                        |
| Lawn Sprinkler System On Any One Meter, Including Backflow Protection                                             | \$55.00     | Each                                                                   |
| Private Sewage Disposal System                                                                                    | \$55.00     |                                                                        |
| Repair of Existing Piping                                                                                         | \$55.00     |                                                                        |
| Repair or Alteration of Drainage or Vent Piping                                                                   | \$55.00     |                                                                        |
| Gas Line Pressure Check                                                                                           | \$55.00     |                                                                        |
| Plumbing Fixture, Trap or Set Fixture, Etc.                                                                       | \$55.00     | Each                                                                   |
| Yard Line Pressure Check                                                                                          | \$55.00     |                                                                        |
| Plumbing Code Appeal                                                                                              | \$100.00    |                                                                        |
| Reinspection Fee                                                                                                  | \$55.00     |                                                                        |
| <b>SERVICE</b>                                                                                                    | <b>COST</b> | <b>NOTES</b>                                                           |
| <b>REGISTRATION AND MISCELLANEOUS PERMITS</b>                                                                     |             |                                                                        |
| Business License                                                                                                  | \$25.00     |                                                                        |
| Home Business License                                                                                             | \$25.00     |                                                                        |
| Certificate of Occupancy (CO)                                                                                     | \$55.00     |                                                                        |
| Contractor Registration, Initial (Article XIII, Chapter 4 Of City Code)                                           | \$100.00    |                                                                        |
| Contractor Registration, Annual Renewal                                                                           | \$50.00     | If not renewed within 30 days of expiration, renewal fee is \$100.00   |
| Garage Sale Permit                                                                                                | \$10.00     | No more than three (3) garage sales per address per year               |
| Gathering Station Inspection                                                                                      | \$1,000.00  |                                                                        |
| Itinerant Vendor License                                                                                          | \$100.00    | Contact the Police Department Records Dept. at 817-985-2160, ext. 2219 |
| Sub-Division Construction Inspection Fee                                                                          | 4%          | Of construction cost                                                   |
| Tree Removal Permit                                                                                               | \$150.00    | Per acre; \$150 minimum charge                                         |
| <b>SERVICE</b>                                                                                                    | <b>COST</b> | <b>NOTES</b>                                                           |
| <b>SHORT TERM RENTAL</b>                                                                                          |             |                                                                        |
| Permit                                                                                                            | \$100.00    | per each permit and renewal permit                                     |
| Inspection and Reinspection                                                                                       | \$75.00     | Per each inspection or reinspection                                    |
| <b>SERVICE</b>                                                                                                    | <b>COST</b> | <b>NOTES</b>                                                           |
| <b>OIL AND GAS WELLS</b>                                                                                          |             |                                                                        |
| Annual Air Sampling And Reporting Fee Per Low-To-Moderate Impact Pad Sites<br>(As Determined By City Official(s)) | \$12,000.00 |                                                                        |
| Annual Air Sampling And Reporting Fee Per High Impact Pad Site<br>(As Determined By City Official(s))             | \$45,000.00 | May be paid in quarterly installments                                  |
| Annual Air Sampling And Reporting Fee As Needed                                                                   | \$12,000.00 | Per instance of additional monitoring                                  |
| Annual Inspection Per Well                                                                                        | \$2,000.00  | \$300 per additional well on same pad site                             |
| Well Requested On Application for Pad Site                                                                        | \$5,000.00  | Per well                                                               |
| <b>SERVICE</b>                                                                                                    | <b>COST</b> | <b>NOTES</b>                                                           |
| <b>PLANNING AND DEVELOPMENT</b>                                                                                   |             |                                                                        |
| Annexation, Request for                                                                                           | \$200.00    |                                                                        |
| Commercial Site Plan Review                                                                                       | \$500.00    | Engineering review fee; In addition to applicable permitting fees      |

|                                                                                                                                            |             |                                                                                                                                                                                                                 |
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| Conditional Use Permit                                                                                                                     | \$500.00    |                                                                                                                                                                                                                 |
| Easement or Right-Of-Way Abandonment, Request for                                                                                          | \$300.00    |                                                                                                                                                                                                                 |
| <b>Zoning</b>                                                                                                                              |             |                                                                                                                                                                                                                 |
| Zoning Verification Letter                                                                                                                 | \$30.00     |                                                                                                                                                                                                                 |
| Zoning Change or Amendment for Less Than 10 Acres, Request for                                                                             | \$500.00    |                                                                                                                                                                                                                 |
| Zoning Change or Amendment for 10+ Acres, Request for                                                                                      | \$1,500.00  |                                                                                                                                                                                                                 |
| Rezone Less Than 10 Acres to Planned Development District (PD)                                                                             | \$750.00    |                                                                                                                                                                                                                 |
| Rezone 10+ Acres to Planned Development District (PD)                                                                                      | \$1,500.00  |                                                                                                                                                                                                                 |
| <b>Plats</b>                                                                                                                               |             |                                                                                                                                                                                                                 |
| Minor Plat, Vacated Plat, Amended Plat                                                                                                     | \$300.00    | Plus \$10.00 per lot                                                                                                                                                                                            |
| Minor Plat Engineering Review Fee                                                                                                          | \$200.00    |                                                                                                                                                                                                                 |
| Preliminary Plat                                                                                                                           | \$300.00    | Plus \$10.00 per lot                                                                                                                                                                                            |
| Preliminary Plat Engineering Review Fee                                                                                                    | \$1,000.00  |                                                                                                                                                                                                                 |
| Replat (0-10 Acres)                                                                                                                        | \$500.00    |                                                                                                                                                                                                                 |
| Replat (10+ Acres)                                                                                                                         | \$1,500.00  |                                                                                                                                                                                                                 |
| Final Plat                                                                                                                                 | \$300.00    | Plus \$10.00 per lot                                                                                                                                                                                            |
| Final Plat, Replat Engineering Review Fee                                                                                                  | \$2,500.00  | Placed in escrow; unused funds can be requested for return                                                                                                                                                      |
| <b>Other</b>                                                                                                                               |             |                                                                                                                                                                                                                 |
| Renotification                                                                                                                             | \$125.00    | Cost to republish legally required notifications after a request for date change                                                                                                                                |
| Special Exception, Request for                                                                                                             | \$250.00    |                                                                                                                                                                                                                 |
| Variance, Request for                                                                                                                      | \$250.00    |                                                                                                                                                                                                                 |
| Printouts/Copies From Plotter                                                                                                              | \$1.00      | Per Square Foot (ft <sup>2</sup> )                                                                                                                                                                              |
| <b>SERVICE</b>                                                                                                                             | <b>COST</b> | <b>NOTES</b>                                                                                                                                                                                                    |
| <b>UTILITY BILLING   PUBLIC WORKS   WATER AND WASTEWATER</b>                                                                               |             |                                                                                                                                                                                                                 |
| <i>View monthly utility rate information at <a href="http://www.cityofkennedale.com/waterrates">www.cityofkennedale.com/waterrates</a></i> |             |                                                                                                                                                                                                                 |
| <b>Deposits</b>                                                                                                                            |             |                                                                                                                                                                                                                 |
| Residential Water (Owner Occupied)                                                                                                         | \$60.00     | If an account is finaled out for nonpayment, re-establishment of service requires a deposit of 2X the normal fee. Accounts are associated with the name of the responsible party (or parties); not the address. |
| Residential Sewer (Owner Occupied)                                                                                                         | \$30.00     |                                                                                                                                                                                                                 |
| Residential Water (Tenant Occupied)                                                                                                        | \$90.00     |                                                                                                                                                                                                                 |
| Residential Sewer (Tenant Occupied)                                                                                                        | \$60.00     |                                                                                                                                                                                                                 |
| Commercial/Industrial w/High Consumption                                                                                                   | Varies      | 1/6 of annual consumption                                                                                                                                                                                       |
| Commercial Water                                                                                                                           | \$90.00     |                                                                                                                                                                                                                 |
| Commercial Sewer                                                                                                                           | \$60.00     |                                                                                                                                                                                                                 |
| Water for Cleanup (15 Day Temp Service)                                                                                                    | \$30.00     | Per day                                                                                                                                                                                                         |
| Use of Bulk Water Meter (Fire Hydrant)                                                                                                     | \$600.00    | Plus \$50 service fee                                                                                                                                                                                           |
| Use of Bulk Water Meter (Gas Drilling)                                                                                                     | \$1,000.00  | Plus \$50 service fee                                                                                                                                                                                           |
| Use of Bulk Unmetered Water                                                                                                                | Varies      | (rate) X (estimated gallons)                                                                                                                                                                                    |
| Disconnect Service At The Main                                                                                                             | Actual Cost |                                                                                                                                                                                                                 |
| Liquid Waste Permit                                                                                                                        | \$50.00     | The Building Inspection and Public Works departments regulate the installation, maintenance, and the transportation of liquid wastes. Questions? Call 817-985-                                                  |
| Liquid Waste Trip Ticket Book                                                                                                              | \$20.00     | 2170                                                                                                                                                                                                            |

|                                                                 |  |             |                                                                                                                                                                  |
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| Move City Utilities                                             |  | Actual Cost |                                                                                                                                                                  |
| Private Water Well Permit And Inspection                        |  | \$75.00     |                                                                                                                                                                  |
| Water Administrative Fee                                        |  | \$20.00     | Assessed when account appears on cut-off list; In addition to any late fee                                                                                       |
| Water Transfer Fee                                              |  | \$15.00     |                                                                                                                                                                  |
| Wrecker License/Permit                                          |  | \$20.00     |                                                                                                                                                                  |
| Utility Equipment                                               |  | Actual Cost | Meter, meter base, MTU, register, bullhead, and any other associated equipment installed for water/sewer metering                                                |
| <b>Water and Wastewater Fees</b>                                |  |             |                                                                                                                                                                  |
| Fire Hydrant Fee (Construction Meter)                           |  | \$79.50     | Monthly base charge                                                                                                                                              |
| Meter Calibration Fee (When Executed By City Staff)             |  | \$45.00     | Charges not incurred if meter is found to be inaccurate.                                                                                                         |
| Meter Calibration Fee (When Executed By Independent Contractor) |  | \$125.00    |                                                                                                                                                                  |
| Meter Set Reinspection Fee                                      |  | \$100.00    |                                                                                                                                                                  |
| Meter Tampering, Tampering With Lock, Or Cutting Lock On Meter  |  | \$200.00    | Per offense, plus actual cost of repair or replacement                                                                                                           |
| <b>Water Tap Fee (No Street Cut)</b>                            |  |             |                                                                                                                                                                  |
| ¾" (.75")                                                       |  | \$475.00    | Plus \$300 meter set fee; plus cost of meter                                                                                                                     |
| 1"                                                              |  | \$525.00    | Plus \$350 meter set fee; plus cost of meter                                                                                                                     |
| 1½" (1.5")                                                      |  | \$950.00    | Plus \$550 meter set fee; plus cost of meter                                                                                                                     |
| 2"                                                              |  | \$1,075.00  | Plus \$700 meter set fee; plus cost of meter                                                                                                                     |
| 3" or Larger                                                    |  | Actual Cost | Plus actual cost of meter set fee; plus cost of meter                                                                                                            |
| <b>Water Tap Fee (With Street Cut or Bore)</b>                  |  |             |                                                                                                                                                                  |
| ¾" (.75")                                                       |  | \$925.00    | Plus \$300 meter set fee; plus cost of meter                                                                                                                     |
| 1"                                                              |  | \$975.00    | Plus \$350 meter set fee; plus cost of meter                                                                                                                     |
| 1½" (1.5")                                                      |  | \$1,400.00  | Plus \$550 meter set fee; plus cost of meter                                                                                                                     |
| 2"                                                              |  | \$1,525.00  | Plus \$700 meter set fee; plus cost of meter                                                                                                                     |
| 3" or Larger                                                    |  | Varies      | Plus actual cost of meter set fee; plus cost of meter                                                                                                            |
| <b>Sewer Tap Fee (No Street Cut)</b>                            |  |             |                                                                                                                                                                  |
| 4"                                                              |  | \$425.00    |                                                                                                                                                                  |
| 6"                                                              |  | \$600.00    |                                                                                                                                                                  |
| 8" or Larger                                                    |  | Actual Cost |                                                                                                                                                                  |
| <b>Sewer Tap Fee (With Street Cut or Bore)</b>                  |  |             |                                                                                                                                                                  |
| 4"                                                              |  | \$875.00    |                                                                                                                                                                  |
| 6"                                                              |  | \$1,050.00  |                                                                                                                                                                  |
| 8" or Larger                                                    |  | Actual Cost |                                                                                                                                                                  |
| <b>SERVICE</b>                                                  |  | <b>COST</b> | <b>NOTES</b>                                                                                                                                                     |
| <b>FIRE DEPARTMENT</b>                                          |  |             |                                                                                                                                                                  |
| Ambulance Fees                                                  |  | Actual Cost | Established according to reasonable and customary reimbursement allowances of applicable insurance carriers; reviewed and approved quarterly by the City Manager |
| Building/Fire Plan Review                                       |  | \$55.00     |                                                                                                                                                                  |
| EMS Report                                                      |  | \$15.00     |                                                                                                                                                                  |
| False Alarm (3 <sup>rd</sup> +)                                 |  | \$55.00     | Beginning with the 3 <sup>rd</sup> , the fee doubles for each subsequent false alarm                                                                             |

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| Fire Code Appeal                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | \$100.00       |                                                                                        |
| <b>Fire Inspections</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                |                                                                                        |
| Annual, Bi-Annual of Certificate of Occupancy (CO)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | No Charge      |                                                                                        |
| Re-Inspection                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | No Charge      |                                                                                        |
| 2 <sup>nd</sup> Re-Inspection                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | \$55.00        |                                                                                        |
| 3 <sup>rd</sup> + Re-Inspection                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Varies         | Beginning with the 3 <sup>rd</sup> , the fee doubles for each subsequent re-inspection |
| Fire Suppression Systems                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | \$55.00        |                                                                                        |
| Fire Report                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | \$15.00        |                                                                                        |
| Site Plan Review                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | \$55.00        |                                                                                        |
| <b>Standby</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                |                                                                                        |
| Brush Truck                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | \$75.00        | Hourly                                                                                 |
| Engine                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | \$150.00       | Hourly                                                                                 |
| Fire Marshall                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | \$40.00        | Hourly                                                                                 |
| HazMat Squad                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | \$300.00       | Hourly                                                                                 |
| Paramedic                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | \$30.00        | Hourly                                                                                 |
| <b>NOTE: Minimum fee for any single permit or inspection, listed or unlisted, regardless of department</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>\$55.00</b> | <b>Excluding signs</b>                                                                 |
| <b>SERVICE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>COST</b>    | <b>NOTES</b>                                                                           |
| <b>REQUEST FOR PUBLIC INFORMATION/OPEN RECORDS REQUESTS/REQUESTS UNDER THE PUBLIC INFORMATION ACT (PIA)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                |                                                                                        |
| <p>The City Secretary's Office encourages communication and transparency between the City of Kennedale and its residents by serving as the primary office responding to Public Information Requests. In an effort to save requestors time and money, frequently requested documents are available online, including:</p> <ul style="list-style-type: none"> <li>• Laserfiche: Ordinances, Resolutions, Agendas, Packets, Minutes, and Press Releases</li> <li>• MuniCode: Code of Ordinances and Copies of Individual Ordinances</li> <li>• Monthly Reports: Building Permits, Fires, and Substandard Buildings</li> </ul> <p>If what you need is not available online, you can make a Public Information request. Requests are processed in the order they are received, and should be for existing documents or information. Staff may not ask why you want the information, but may ask for clarification if needed, please be aware that some records are exempt from disclosure or require redaction.</p> <p>Requests may incur a fee, and the City of Kennedale may require prepayment. Charges vary depending on the number of responsive documents and personnel time required. Vaguely-worded or broad requests return more results. The more specific your request, the quicker it can be fulfilled. Generally, the city will charge \$0.10 per page and \$15.00 an hour for labor. Requests for standard-sized documents that will be delivered via email usually do not incur charges, unless the request:</p> <ul style="list-style-type: none"> <li>• is for more than fifty (50) pages,</li> <li>• requires more than thirty (30) minutes of personnel time to locate, compile, manipulate data, and reproduce the information, or</li> <li>• includes documents that are stored off-site.</li> </ul> <p>If the estimated charges exceed \$40.00, the requestor must approve an itemized estimate before work begins. When estimated costs exceed \$100.00, the requestor is required to make a deposit (typically 100% of the estimate) before work begins. If a requestor (or their organization) has a balance exceeding \$100.00 for past requests, the City of Kennedale will not process additional requests until the account is paid in full. <b>You must approve any estimate of charges within ten (10) business days of the date the estimate is sent or the request will be considered withdrawn.</b></p> |                |                                                                                        |
| <b>CHARGES ASSOCIATED WITH A PUBLIC INFORMATION REQUEST VARY DEPENDING ON THE AMOUNT OF RESPONSIVE DOCUMENTS AND PERSONNEL TIME REQUIRED.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                |                                                                                        |
| <b>GENERAL CHARGES ARE OUTLINED BELOW.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                |                                                                                        |
| Single Sided, Black & White, 8.5x11" Paper                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | \$0.10         | Per paper copy                                                                         |
| 11x17" or Other Oversized Paper, Not Including Maps & Photographs                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | \$0.50         | Per paper copy                                                                         |
| Plat Page                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | \$3.00         | Per plat page                                                                          |
| Compact Disc (CD)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | \$1.00         | Per CD                                                                                 |

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|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-----------------------------------------------------------------------------------------------|
| Digital Video Disc (DVD)                                                                                                                                                                                        | \$3.00      | Per DVD                                                                                       |
| Personnel Time for Locating, Compiling and Reproducing Records                                                                                                                                                  | \$15.00     |                                                                                               |
| Mailing Expenses, Speciality Papers (including but not limited to mylar, blueprints, maps, and photos), Off-Site Storage Retrieval                                                                              | Actual Cost | Off-site storage costs (currently \$16.00 truck charge + \$2.00/box) per retrieval and return |
| Charges not outlined here will be calculated according to the regulations and recommendations of the Texas State Library and Archives Commission, the Texas Attorney General, and the Texas Administrative Code |             |                                                                                               |

**MEETING DATE:** DECEMBER 17, 2019

**AGENDA ITEM NUMBER:** PUBLIC HEARING ITEM IV.G.1.

**SUBJECT**

**CASE# PZ 19-11** — Conduct a public hearing and consider Ordinance 685, regarding a request by Trifecta Homes, LLC for a rezoning from “R3” Residential to “R4” Residential for approximately 4 acres located at 962 Corry A Edwards Drive, Emerald Crest Estates, Block 1, Lot 6, 968 Corry A Edwards Drive, Emerald Crest Estates, Block 1, Lot 5R, 1022 N. Bowman Springs Road, Block 1, Lot 4R, 1028 N. Bowman Springs Road, Block 1, Lot 3R, 1034 N. Bowman Springs Road, Block 1, Lot 2R, and 1040 N. Bowman Springs Road, Block 1, Lot 1R, City of Kennedale, Tarrant County, Texas

**ORIGINATED BY**

Melissa Dailey, Director of Planning & Economic Development

**SUMMARY**

**BACKGROUND AND OVERVIEW**

|                                  |                                                                |
|----------------------------------|----------------------------------------------------------------|
| Request                          | Rezone from R3 Single Family (Residential) to R4 Residential   |
| Applicant                        | Trifecta Homes, LLC                                            |
| Location                         | Multiple lots at Bowman Springs Road and Corry A Edwards Drive |
| Surrounding Uses                 | Schools, Single-Family Residential, Commercial, Industrial     |
| Surrounding Zoning               | PD-UV, UV, R1, R3, C2, I                                       |
| Future Land Use Plan Designation | Residential                                                    |
| Staff Recommendation             | Approve                                                        |

**CURRENT STATUS OF PROPERTY**

The property is currently vacant land.

**SURROUNDING PROPERTIES & NEIGHBORHOOD**

The property fronts Bowman Springs Road and is located at the Corry A Edwards intersection. Bowman Springs is identified in the Future Transportation Plan as a Boulevard and a priority bicycle/pedestrian project. The corridor is characterized by a variety of uses, including Kennedale Junior High School, Fellowship Academy, single family homes and subdivisions, a golf driving range, commercial buildings, industrial buildings, undeveloped land, and the Southwest Nature Preserve.

**STAFF REVIEW**

*Future Land Use Plan*

The Future Land Use Plan indicates this property as residential.

*Related Goals From the Comprehensive Land Use Plan*

The comprehensive plan goal related to this rezoning request falls under:

- PRINCIPLE 2: ECONOMIC PROSPERITY. PROMOTE ACCESS TO HOUSING.
- Providing housing options for people of varying financial means and residential preferences. Provide the regulatory framework and developer support to provide quality housing for residents. Create job opportunities in Kennedale that help stabilize the local tax base and allow residents to work close to home.
- PRINCIPLE 3: THRIVING COMMUNITY. CREATE VIBRANT CENTERS.  
Promote social integration and economic activity through the development of different scale centers throughout the community.

### *City Council Ends Statements and Goals*

- Business uses are compatible with residential areas.
- Sidewalks and landscaping are integral to the community.
- Financially responsible and sustainable.
- Well planned community based on principles of a connected city, economic prosperity, and a thriving community.

### **SUMMARY**

This property has been vacant for many years. The growth in the area along with the surrounding development in the immediate vicinity has made this property viable for development. Surrounding uses are mixed with institutional, commercial and residential development.

The developer plans to build single-family homes in a walkable, sustainable development on this 4-acre site, providing for homes consistent with those single family homes adjacent to the north/northeast. The development will be required to meet standards for R4 zoning, which allows for 50-foot widths and must meet all requirements for single family development. This development would provide quality housing for residents of Kennedale.

The Planning & Zoning (P&Z) Commission unanimously recommended approval of this request, with a 7-0 vote, at their meeting on December 2, 2019.

### **STAFF RECOMMENDATION**

Based on the above analysis, staff recommends approval of the rezoning.

### **ACTION BY THE CITY COUNCIL**

- **Approval:** Based on the information presented, I find that the request meets city requirements and is in compliance with the comprehensive land use plan and make a motion to approve the request for rezoning.
- **Deny:** Based on the information presented, I find that the proposed use does not meet (list standards or requirements not met) and make a motion to deny the request.

### **RECOMMENDATION**

Approve

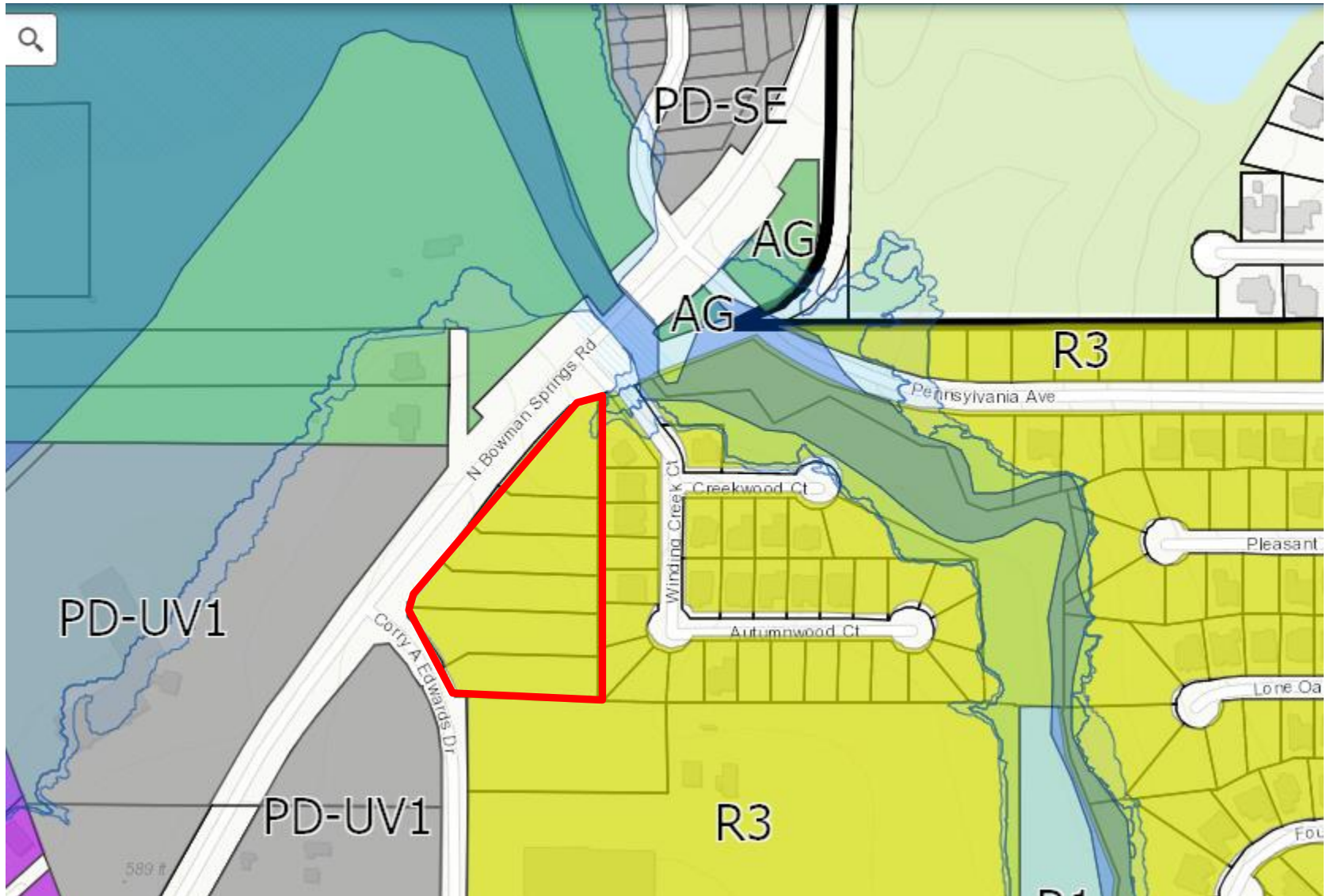
### **ATTACHMENTS**

|    |                                  |                                      |
|----|----------------------------------|--------------------------------------|
| 1. | PZ19-11 1022 Bowman Springs      | PZ19-11 1022 Bowman Springs.pdf      |
| 2. | O685 PZ19-11 1022 Bowman Springs | O685 PZ19-11 1022 Bowman Springs.pdf |
| 3. | PZ Notification Response Forms   | PZ Notification Response Forms.pdf   |

# PZ 19-11 Location Map

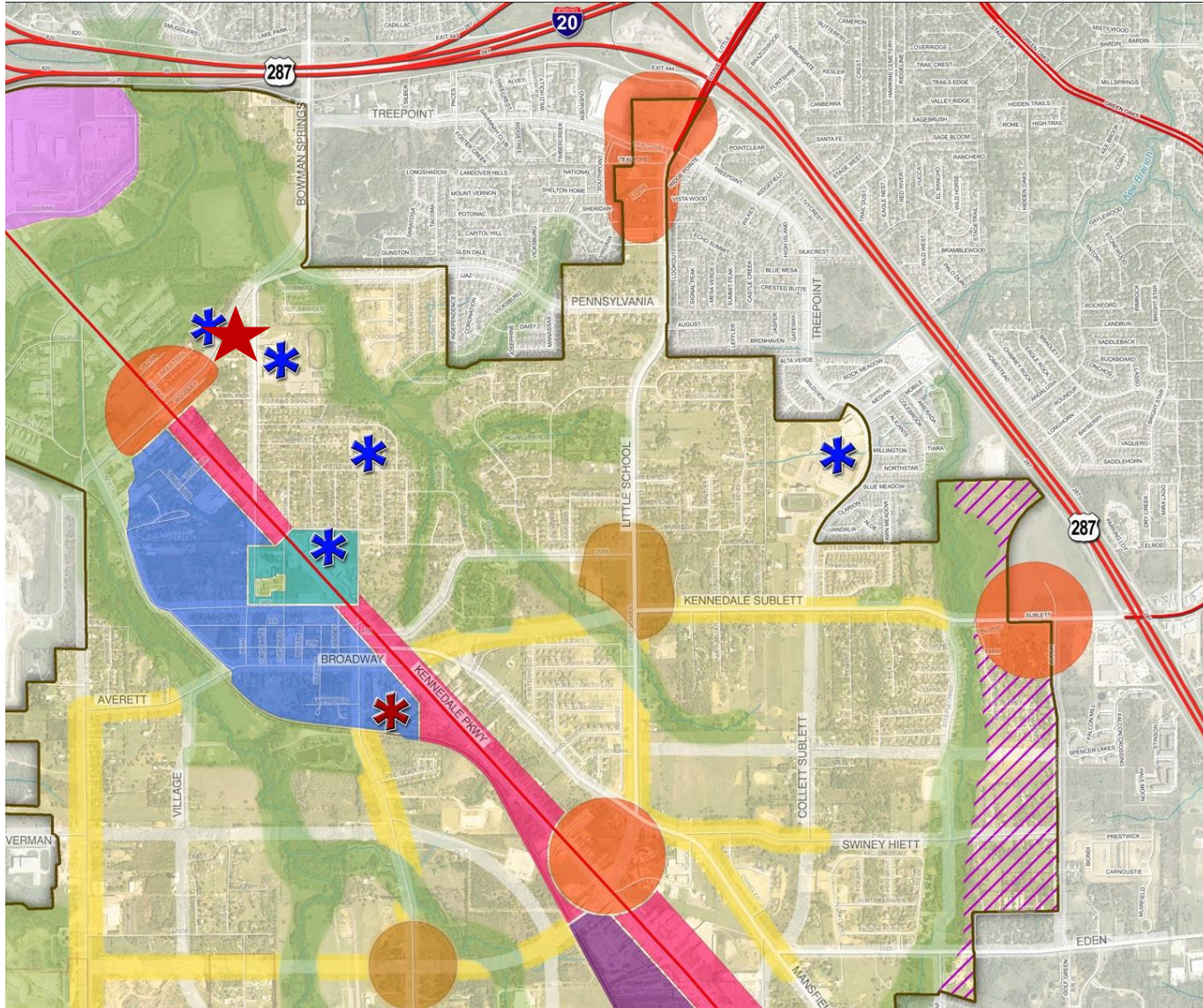


PZ 19-11  
Zoning Map



★ Property location

# PZ 19-11 Future Land Use Map

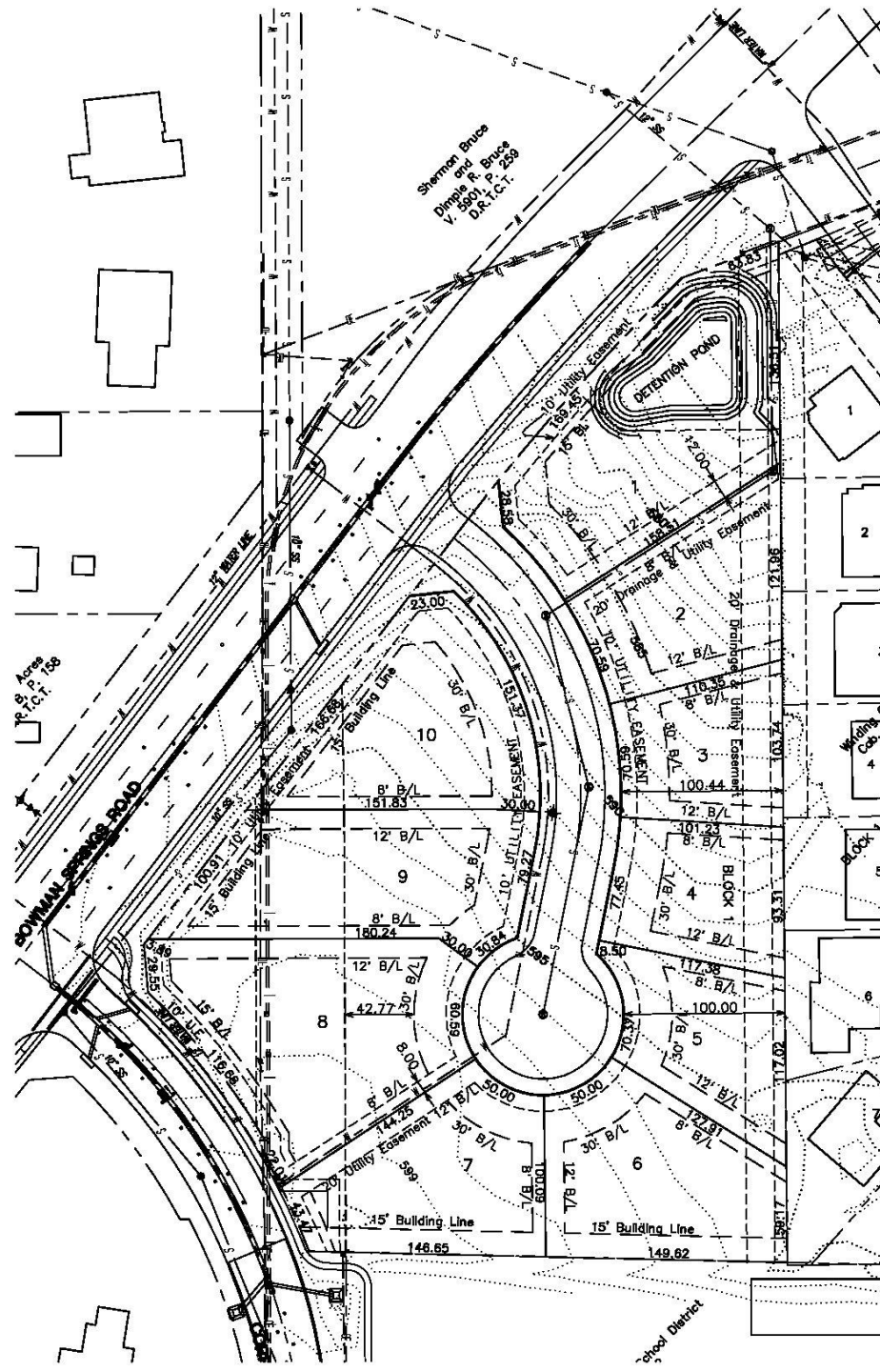


## KENNEDALE COMPREHENSIVE PLAN UPDATE

### FUTURE LAND USE PLAN

#### CATEGORIES

- |                                                    |                                                                                       |
|----------------------------------------------------|---------------------------------------------------------------------------------------|
| Town Center                                        |    |
| Downtown Village                                   |    |
| Urban Village                                      |    |
| Urban Corridor                                     |    |
| Neighborhood Village                               |    |
| Neighborhood Corridor                              |    |
| Neighborhoods                                      |   |
| Employment Center                                  |  |
| Light Industrial District                          |  |
| Park & Open Space                                  |  |
| Conservation Overlay                               |  |
| Potential Commuter Train or<br>Park & Ride Station |  |
| Schools                                            |  |



Front Elevation



Front Elevation



Rear Elevation



## Rear Elevation



**ORDINANCE NO. 685**

**AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE OF THE CITY OF KENNEDALE, TEXAS, BY CHANGING THE ZONING CLASSIFICATION OF CERTAIN PROPERTY WITHIN THE CITY OF KENNEDALE, BEING APPROXIMATELY 4 ACRES DESCRIBED AS 962 CARRY A EDWARDS DRIVE, EMERALD CREST ESTATES, BLOCK 1, LOT 6, 968 CARRY A EDWARDS DRIVE, EMERALD CREST ESTATES, BLOCK 1, LOT 5R, 1022 N. BOWMAN SPRINGS ROAD, BLOCK 1, LOT 4R, 1028 N. BOWMAN SPRINGS ROAD, BLOCK 1, LOT 3R, 1034 N. BOWMAN SPRINGS ROAD, BLOCK 1, LOT 2R, AND 1040 N. BOWMAN SPRINGS ROAD, BLOCK 1, LOT 1R FROM "R-3" SINGLE FAMILY RESIDENTIAL DISTRICT TO "R-4" SINGLE FAMILY RESIDENTIAL DISTRICT; PROVIDING FOR THE AMENDMENT OF THE OFFICIAL ZONING MAP TO REFLECT SUCH CHANGE; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A PENALTY CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.**

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

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

**WHEREAS**, a change in the zoning classification of the property listed below was requested by a person or entity having a proprietary interest in said property; and

**WHEREAS**, a public hearing was duly held by the Planning and Zoning Commission of the City of Kennedale, Texas, on December 2, 2019, and by the City Council of the City of Kennedale, Texas, on December 17, 2019, with respect to the zoning change described herein; and

**WHEREAS**, all requirements of law dealing with notice to other property owners, publication and all procedural requirements have been complied with in accordance with Chapter 211 of the Local Government Code; and

**WHEREAS**, the City Council of the City of Kennedale, Texas, does hereby deem it advisable and in the public interest to amend the Unified Development Code, as amended, as described herein.

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

**SECTION 1.**

The Unified Development Code, as amended, is hereby amended so that the permitted uses in the hereinafter described area shall be altered, changed and amended as shown and described below:

Approximately 4 acres, located at 962 Corry A Edwards Drive, and being described as Emerald Crest Estates, Block 1, Lot 6, 968 Corry A Edwards Drive, Emerald Crest Estates, Block 1, Lot 5R, 1022 N. Bowman Springs Road, Block 1, Lot 4R, 1028 N. Bowman Springs Road, Block 1, Lot 3R, 1034 N. Bowman Springs Road, Block 1, Lot 2R, and 1040 N. Bowman Springs Road, Block 1, Lot 1R on the illustration attached hereto as Exhibit "A" and incorporated herein for all purposes of this ordinance, is hereby rezoned from "R-3" Single Family Residential District to "R-4" Single Family Residential District.

**SECTION 2.**

The zoning districts and boundaries herein established have been made in accordance with the comprehensive plan for the purpose of promoting the health, safety, morals, and general welfare of the community. They have been designed to lessen congestion in the streets, to secure safety from fire, panic, flood and other dangers, to provide adequate light and air, to prevent overcrowding of land, to avoid undue concentration of population, to facilitate the adequate provisions of transportation, water, sewerage, parks and other public requirements. They have been made after a full and complete hearing with reasonable consideration among other things of the character of the district and its peculiar suitability for the particular uses allowed and with a view of conserving the value of the buildings and encouraging the most appropriate use of land throughout the community.

**SECTION 3.**

The City Secretary is hereby directed to amend the official zoning map to reflect the changes in classifications approved herein.

**SECTION 4.**

The use of the property hereinabove described shall be subject to all the applicable regulations contained in the Unified Development Code, as amended, and all other applicable and pertinent ordinances of the City of Kennedale, Texas.

## **SECTION 5.**

This Ordinance shall be cumulative of the Unified Development Code, as amended, and all other Ordinances of the City of Kennedale, Texas, affecting zoning and land use, and shall not repeal any of the provisions of such ordinances except in those instances where provisions of such ordinances are in direct conflict with the provisions of this ordinance.

## **SECTION 6.**

All rights or remedies of the City of Kennedale, Texas, are expressly saved as to any and all violations of the Unified Development Code, as amended, that have accrued at the time of the effective date of this Ordinance and as to such accrued violations and all pending litigation, both civil and criminal, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the Courts.

## **SECTION 7.**

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

## **SECTION 8.**

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

## **SECTION 9.**

The City Secretary of the City of Kennedale is hereby directed to publish the caption, Section 1, penalty clause, publication clause and effective date clause of this Ordinance in every issue of the official newspaper of the City of Kennedale for two days or one issue of the newspaper if the official newspaper is a weekly newspaper as authorized by Section 3.10 of the City of Kennedale Charter.

## **SECTION 10.**

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

**PASSED AND APPROVED BY THE CITY COUNCIL OFF THE CITY OF  
KENNE DALE, TEXAS, THIS THE 17<sup>TH</sup> DAY OF DECEMBER, 2019.**

**APPROVED:**

\_\_\_\_\_  
**MAYOR BRIAN JOHNSON**

[CITY SEAL]

**ATTEST:**

\_\_\_\_\_  
**CITY SECRETARY LESLIE E. GALLOWAY**

**APPROVED AS TO FORM AND LEGALITY:**

**EFFECTIVE DATE:**

\_\_\_\_\_  
**CITY ATTORNEY DREW LARKIN**



**KENNEDALE**  
Planning Department  
www.cityofkennedale.com

## NOTIFICATION RESPONSE FORM

Case PZ 19-11

P&Z Meeting Date: December 2, 2019 at 6:00 p.m.

Your Name: Seena Shyu

Address: 1029 winding creek drive, Kennedale, TX 76060

Please provide completed forms via mail, fax or hand delivery before the start of the scheduled public hearing.

Being the owner(s) of the property so noted above, are hereby

In favor of

opposed to

undecided about

(circle or underline)

the proposed Application referenced above.

Comments (optional)

The developer states the garages of the townhomes will face our lots. There is no regulation on noise control, as there will be an exponential increase to the number of inhabitants within a small area.  
The townhomes will be multiple stories tall - their inhabitants will be able to view our backyards from inside their homes.

Signature

Date: 12/2/19

Printed Name(s) Seena Shyu

One form per property

Phone number (optional) \_\_\_\_\_

Direct questions and mail or deliver responses to the address below, call (817) 985-2135, or fax form to ~~(817) 483-0812~~

817-483-0182

405 Municipal Drive, Kennedale, TX 76060 | Telephone: 817-985-2135 | Fax: ~~817-483-0812~~



**KENNEDALE**  
Planning Department  
www.cityofkennedale.com

## NOTIFICATION RESPONSE FORM

Case PZ 19-11

P&Z Meeting Date: December 2, 2019 at 6:00 p.m.

Your Name: Kennedale ISD

Address: 120 W Kennedale Pkwy

Please provide completed forms via mail, fax or hand delivery before the start of the scheduled public hearing.

Being the owner(s) of the property so noted above, are hereby

In favor of

opposed to

undecided about

(circle or underline)

the proposed Application referenced above.

Comments (optional)

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Signature

Chad Gee

Date:

12-2-19

Printed Name(s)

Chad Gee

One form per property

Phone number (optional)

817-563-8000

Direct questions and mail or deliver responses to the address below, call (817) 985-2135, or fax form to (817) 483-0812



**KENNEDALE**  
Planning Department  
www.cityofkennedale.com

## NOTIFICATION RESPONSE FORM

Case PZ 19-11

P&Z Meeting Date: December 2, 2019 at 6:00 p.m.

Your Name: Carolyn K. Cox

Address: 1031 Winding Creek Drive  
Kennedale, TX 76060

Please provide completed forms via mail, fax or hand delivery before the start of the scheduled public hearing.

Being the owner(s) of the property so noted above, are hereby

In favor of

opposed to

undecided about

(circle or underline)

the proposed Application referenced above.

Comments (optional)

I strongly oppose Rezoning from R3 to R4, increasing the density of a Residential Neighborhood. This area is not appropriate for a walkable neighborhood. Four acres is not enough space to bring in business as would be the desired outcome. Rather, it would increase noise, congestion, and is not in alignment with the surrounding neighborhoods.

Signature Carolyn K. Cox

Date: 11/25/2019

Printed Name(s) Carolyn K. Cox  
One form per property

Phone number (optional) 281 475 0304

Direct questions and mail or deliver responses to the address below, call (817) 985-2135, or fax form to (817) 483-0812

**MEETING DATE:** DECEMBER 17, 2019

**AGENDA ITEM NUMBER:** PURSUANT TO EXECUTIVE SESSION ITEM IV.H.1.

**SUBJECT**

Consider approval of or amendments to an employment agreement with George Campbell to serve as City Manager

**ORIGINATED BY**

George Campbell, City Manager

**SUMMARY**

**RECOMMENDATION**

**ATTACHMENTS**

**MEETING DATE:** DECEMBER 17, 2019

**AGENDA ITEM NUMBER:** PURSUANT TO EXECUTIVE SESSION ITEM IV.H.2.

**SUBJECT**

Take any other action deemed necessary as a result of the Executive Session

**ORIGINATED BY**

George Campbell, City Manager

**SUMMARY**

**RECOMMENDATION**

**ATTACHMENTS**