



KENNEDALE CITY COUNCIL AGENDA

REGULAR MEETING | AUGUST 15, 2023 AT 5:30 PM
CITY HALL COUNCIL CHAMBERS | 405 MUNICIPAL DRIVE, KENNEDALE, TX 76060

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

I. CALL TO ORDER

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

A. ROLL CALL

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

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

II. VISITOR AND CITIZEN FORUM

III. WORK SESSION

A. WORK SESSION REPORTS

1. Parking Ordinance Update.
2. Nuisance Ordinance Update.
3. Budget Update
 - A. Brinson Benefits to discuss employee benefits.
 - B. General Budget update.
4. Discussion of proposed \$22 million bond for the general election on November 7, 2023.
 - Streets
 - Parks
 - Public Safety
5. Discussion on creating a city policy for the authority and discretion of any City, City Body, Elected official, or City Official to enforce higher ethical standards and accountability for financial and elected officials.

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

IV. REGULAR SESSION

A. REPORTS AND ANNOUNCEMENTS

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

1. Presentation of Award of Recognition from American Heart Association for the 2023 Mission Lifeline - EMS - Silver with Target: Heart Attack Honor Roll by Corrie Harris, Executive Director of the American Heart Association.
2. Updates from members of the Kennedale City Council
3. Updates from the Mayor
4. Updates from the City Manager
5. Financial Reports for the City and the EDC.
6. Quarterly Investment report for the City.

B. CONSENT AGENDA

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

1. Approval of the minutes from the July 18, 2023 Regular Meeting

C. ITEMS FOR INDIVIDUAL CONSIDERATION

1. Consider approval of the 2023-2024 Interlocal Agreement (ILA) with the City of Ft. Worth for rabies control and use of the City of Ft. Worth Animal Shelter
2. Approval of the use of Court technology funds to purchase new ticket writer software and licenses.
3. Consider approval of the Sonora Park Playground Upgrades.
4. Consider approval of an ordinance for the negotiated RRM settlement between Atmos Cities Steering Committee and Atmos Energy Corp, Mid Tex Division.
5. Consider approval of an amendment to the Short Term Rental Ordinance.
6. Approve contract for Bureau Veritas to complete pool inspections in the City of Kennedale.

7. Consideration and approval of an order calling a bond election to be held by the City of Kennedale on November 7, 2023.
 - Measure - Streets
 - Measure - Parks
 - Measure - Public Safety
8. Approval of an ordinance authorizing the issuance, sale and delivery of up to \$17,400,000 in aggregate principal amount of "Combination tax and revenue Certificates of Obligation, series 2023"; Securing the payment thereof by authorizing the levy of an annual ad valorem tax and a pledge of certain surplus revenues of the city's municipal waterworks and sewer system; and approving and authorizing the execution of all other instruments and procedures related thereto.

V. EXECUTIVE SESSION

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

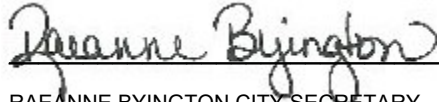
- A. **PURSUANT TO §551.071** — *Consultation with the City Attorney pertaining to any matter in which the duty of the City Attorney under the Texas Disciplinary Rules of Professional Conduct may conflict with the Open Meetings Act, including discussion of any item posted on the agenda, legal issues regarding the Open Meetings Act.*
 - B. **PURSUANT TO §551.072** — *Deliberation regarding the purchase, exchange, lease, or value of real property.*
 - C. **PURSUANT TO §551.087** — *(1) Deliberation regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision.*
 - D. **PURSUANT TO §551.074** — *Deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee.*
1. Board Appointments/Removals.

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

VII. ADJOURNMENT

CERTIFICATION

I DO HEREBY CERTIFY THAT THE AUGUST 15, 2023 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.

A handwritten signature in cursive script, reading "RaeAnne Byington", written over a horizontal line.

RAEANNE BYINGTON CITY SECRETARY

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

STAFF REPORT TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: AUGUST 15, 2023

AGENDA ITEM NUMBER: REGULAR SESSION ITEM I.B.

SUBJECT

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

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

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: AUGUST 15, 2023

AGENDA ITEM NUMBER: WORK SESSION ITEM III.A.

SUBJECT
WORK SESSION REPORTS

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS



STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: AUGUST 15, 2023

AGENDA ITEM NUMBER: WORK SESSION ITEM III.A.1.

SUBJECT
Parking Ordinance Update.

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

1.	Parking Violation Ordinance	Parking Violation Ordinance.docx
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ARTICLE III. STOPPING, STANDING AND PARKING

Sec. 22-49 Prohibited in specific places.

When signs are erected giving notice thereof, no person shall stop, stand or park a vehicle or cause a vehicle to be stopped or parked between the hours of 10:00 p.m. and 7:00 a.m.

(b) Parking regulations may be temporarily suspended by any of the following:

- (1) by ordinance;
- (2) under permit of a Special Event which includes a traffic control plan;
- (3) by order of the Chief of Police.

Sec. 22-50. Stopping or parking prohibited in certain places.

(a) An operator may not stop or park a vehicle:

- (1) On the roadway side of a vehicle stopped or parked at the edge or curb of a street;
- (2) On a sidewalk;
- (3) In an intersection;
- (4) On a crosswalk;
- (5) Between a safety zone and the adjacent curb or within thirty (30) feet of a place on the curb immediately opposite the ends of a safety zone, unless the governing body of a municipality designates a different length by signs or markings;
- (6) Alongside or opposite a street excavation or obstruction if stopping or parking the vehicle would obstruct traffic;
- (7) On a bridge or other elevated structure on a highway or in a highway tunnel;
- (8) On a railroad track;
- (9) Where an official sign prohibits stopping; or
- (10) Within five (5) feet of a public or private driveway or blocking any portion of a public or private driveway or access to such driveway.

(b) An operator may not, except momentarily to pick up or discharge a passenger, stop or park an occupied or unoccupied vehicle:

- (1) In front of a public or private driveway or within five (5) feet of a driveway;
- (2) Within fifteen (15) feet of a fire hydrant;
- (3) Within twenty (20) feet of a crosswalk at an intersection, where crosswalk means:
 - a. The portion of a roadway, including an intersection, designated as a pedestrian crossing by surface markings, including lines; or
 - b. The portion of a roadway at an intersection that is within the connections of the lateral lines of the sidewalks on opposite sides of the highway measured from the curbs or, in the absence of curbs, from the edges of the traversable roadway.
- (4) Within twenty (20) feet of the extension of the curbs or, in the absence of curbs from the edges of the traversable area of the adjacent cross-street;
- (5) Within thirty (30) feet on the approach to a flashing signal, stop sign, yield sign or traffic control signal located at the side of a roadway;
- (6) Within twenty (20) feet of the driveway entrance to a fire station and on the side of a street opposite the entrance to a fire station within seventy-five (75) feet of the entrance, if the entrance is properly marked with a sign; or
- (7) Where an official sign prohibits stopping or parking.
- (8) Within five (5) feet of a mailbox.

- (c) An operator may not, except temporarily to load or unload merchandise or passengers, park an occupied or unoccupied vehicle:
 - (1) Within fifty (50) feet of the nearest rail of a railroad crossing; or
 - (2) Where an official sign prohibits parking.
- (d) A person may stop or park a bicycle on a sidewalk if the bicycle does not impede the normal and reasonable movement of pedestrian or other traffic on the sidewalk.
- (e) A person may not stop or park a vehicle on a public right-of-way or a state or city easement for the purpose of displaying the vehicle for sale. The display of vehicles for sale shall only be allowed within a permitted zoning district.

Sec. 22-51. Additional parking regulations.

- (a) An operator who stops or parks on a two-way roadway shall do so with the right-hand wheels of the vehicle parallel to and within eighteen (18) inches of the right-hand curb or edge of the roadway.
- (b) An operator who stops or parks on a one-way roadway shall stop or park the vehicle parallel to the curb or edge of the roadway in the direction of authorized traffic movement with the right-hand wheels within eighteen (18) inches of the right-hand curb or edge of the roadway or the left-hand wheels within eighteen (18) inches of the left-hand curb or edge of the roadway. This subsection does not apply where a local ordinance otherwise regulates stopping or parking on the one-way roadway.
- (c) Subsections (a) and (b) shall not apply if the city has established angled parking spaces on the roadway.

Sec. 22-52. Compact motor vehicle-only parking spaces.

When sign(s) or marking(s) are installed giving notice thereof, it shall be an offense to park a vehicle that is not a compact motor vehicle in a parking space marked for only compact motor vehicles or to park any motor vehicle in a manner that does not fit completely within the innermost edge of all the applicable marking(s) designating the parking space.

Sec. 22-53. Parking within designated spaces.

It shall be unlawful to park any vehicle in any parking spaces designated by the city in a manner that any part of the vehicle extends over any sidewalk, into any lane of traffic or over any driveway or sidewalk.

Sec. 22-54. Prohibited for certain purposes.

No person shall park a vehicle upon any street in the city for the purposes of:

- (a) Washing, greasing, or repairing such vehicle;
- (b) Advertising or soliciting business; or
- (c) Selling merchandise from such vehicle.

It shall be an affirmative defense to prosecution under subsection (a) if the repair was necessitated by an emergency and if the repair was done or the vehicle was towed away within twenty (20) hours of the time the vehicle broke down or ceased to operate properly on the roadway.

Sec. 22-55. Parking nuisances.

- (a) It shall be unlawful for a person to park or store or allow another to park or store a recreational vehicle, food truck or trailer, travel trailer, boat or boat trailer, tow truck, truck, truck-tractor, pull trailer, semi-trailer or any vehicle other than a passenger car on any public right-of-way in any residential or AG zoned district.
- (b) It shall be unlawful for a person to park or store or allow another to park or store a vehicle, recreational vehicle, food truck or trailer, travel trailer, boat or boat trailer, tow truck, truck, truck-tractor, pull trailer, semi-trailer on grass or any other unimproved surface. Parking shall only be allowed on a paved concrete, asphalt, or similar impervious surface.
- (c) No person shall park any vehicle upon the street in any manner as to obstruct the loading or unloading of any solid waste container.

Sec. 22-56. Blocking roadway.

No person shall stop, stand or park any vehicle upon a street in such a manner or under such conditions as to leave available less than ten (10) feet of the width of either lane of a roadway for free movement of the vehicular traffic, except that a driver may stop temporarily during the actual loading or unloading of passengers or when necessary in obedience to traffic regulations or traffic signs or signals or a police officer.

Sec. 22-57. Parking or standing in alleys.

No person shall park a vehicle within an alley in such a manner or under such conditions as to have available less than ten (10) feet of the width of the roadway for the free movement of vehicular traffic, and no person shall stand or park a vehicle within an alley in such position as to block the driveway entrance to any abutting property.

Sec. 22-58. Overnight parking.

Overnight parking for storage on any paved street is hereby prohibited. "Overnight parking for storage" is hereby defined as the habitual parking or storing of cars, trucks, tractors or other vehicles on paved streets during the hours from sundown to sunup, except temporarily disabled vehicles which are protected by flares or other approved signal devices. It is not the intent of this section to prohibit or interfere with passenger cars temporarily parked at night when such parking is not in excess of twenty (20) continuous hours and if the following conditions are met:

- (1) The vehicle displays current vehicle inspection;
- (2) The vehicle displays current vehicle registration; and
- (3) The owners maintain current insurance or other proof of financial responsibility.

Sec. 22-59. Head-in parking.

Except as provided for in section (b), all head-in parking in a cul-de-sac, dead-end street, or that which requires a parked vehicle to use the public right-of-way for maneuvering in and out of a parking space is prohibited.

(b) New angle or head-in parking may be constructed if the following conditions are met:

- (1) The new parking directly supports a redevelopment project. A redevelopment project shall be defined as any project that includes a change in use of an existing structure, or the reuse of an existing parcel where prior use can be demonstrated to the City.
- (2) The parking space is a minimum of twenty feet (20') in depth measured from the face of the curb. In constrained areas, an eighteen-foot (18') minimum may be considered and approved, when deemed appropriate by the City Engineer.
- (3) The travel lane adjacent to the new parking will be a minimum of fifteen feet (15') wide. In constrained areas, a minimum twelve-foot (12') wide travel lane may be considered and approved, when deemed appropriate by the City Engineer.
- (4) A minimum five-foot wide paved sidewalk is required adjacent to the new parking.
- (5) The City Engineer determines that the new parking does not create a hazard to pedestrians or traffic.
- (6) The construction of curb and gutter, sidewalks and the paved angle or head-in parking area meet all City specifications.
- (7) The decision of the City Traffic Engineer may be appealed to the Board of Adjustment.

Sec. 22-60. Impoundment of standing or parked vehicles.

- (a) A vehicle removed and towed under the authority of V.T.C.A. Transportation Code § 545.305 shall be kept at the place designated by the enforcing agency until application for redemption is made by the owner or his authorized agent or other person legally entitled to possession of the vehicle. The police department shall require adequate proof of ownership or proof of the right to possession of the vehicle. The fees set forth below are also applicable to vehicles towed by towing companies pursuant to chapter 23, article IV, of this Code of Ordinances. The fees for towing and storage of vehicles are as follows:
- (1) *Towing fees.* The towing fee shall be one hundred forty-five dollars (\$145.00).
 - (2) *Storage fees.* Storage fees for any vehicle twenty-five (25) feet in length or less shall be twenty dollars (\$20.00) per day, or any part of a day, after the first twenty-four (24) hours. Storage fees for any vehicle more than twenty-five (25) feet in length shall be thirty-five dollars (\$35.00) per day, or any part of a day, after the first twenty-four (24) hours.
 - (3) *Impound fee.* The impoundment fee shall be twenty dollars (\$20.00) and may be assessed pursuant to V.T.C.A. Occupations Code § 2303.155.
 - (4) *Notification fee.* The notification fee for any towed vehicles registered in the State of Texas shall be fifty dollars (\$50.00) and shall be charged to the registered owner of the vehicle. Notification will be sent to the vehicle's last registered owner and all recorded lienholders by certified or registered mail no sooner than twenty-four (24) hours after receipt of the vehicle and no later than five (5) days after receipt of the vehicle.
 - (5) *Fee for dollies.* If dollies are used to tow a vehicle, a fee of thirty dollars (\$30.00) may be charged.
 - (6) *Miscellaneous fees.* Unless specifically listed by local rules, any miscellaneous tow service fees should be listed with the Texas Department of Transportation.
- (b) Whenever the enforcing agency takes into custody a vehicle removed from the streets under the authority of this section, it shall attempt to ascertain the name and last known address of the registered owner as provided by the state department of highways and public transportation, and if the vehicle impounded has not been reclaimed within twenty-four (24) hours of the time of its impoundment, the police department shall notify, by certified mail, return receipt requested, the last known owner of the vehicle and all lienholders of record pursuant to the Certificate of Title Act, Vernon's Ann. Civ. St. art. 6687-1, that the vehicle has been taken into custody. The notice shall be as provided in section 20-43 of this Code.
- (c) It shall be unlawful for any person to remove or attempt to remove a vehicle from a city pound location without first paying the towing and storage fees which have accrued on the vehicle.
- (d) Upon payment of all towing and storage fees, a vehicle impounded by the police department pursuant to the enforcement of the provisions of this Code may be released to the lienholder or his authorized agent holding a valid and existing mortgage lien on the vehicle impounded, provided the mortgage lienholder complies with the following requirements:
- (1) Furnish the police department, for its inspection:
 - a. The mortgage lien contract or a certified copy thereof specifying that upon default of the mortgagor the mortgagee is entitled to possession of such vehicle;
 - b. The certificate of title with the lien appearing thereon.
 - (2) Furnish to the police department an affidavit stating that he holds a lien on the vehicle impounded, that the mortgagor has defaulted, that the mortgage lienholder desires possession and is entitled to possession of such vehicle under a valid court order and agrees to indemnify and hold harmless the city, its police department and its employees or agents upon delivery to him of the vehicle.
- (e) The city shall refund all towing and storage fees to the registered owner or lienholder or other person legally entitled to possession of the vehicle if the municipal court or other court of competent jurisdiction determines that the impoundment of the vehicle was improper. Application for a refund shall be on forms prepared by the city attorney's office.

- (f) When a vehicle is authorized to be towed away, the police department shall keep and maintain a record of the vehicle towed, listing the color, year, make, model, vehicle identification number and license plate number and year displayed on the vehicle. The record shall also include the date of tow, by what commercial towing service, location towed from, location towed to, reason for towing, the name of the officer authorizing the tow and copies of all notices to owners or lienholders.

Sec. 22-61. Presumption of ownership of illegally parked vehicle.

In any prosecution charging a violation of any law or regulation governing the standing or parking of a vehicle, proof that the particular vehicle described in the complaint was parked in violation of any such law or regulation, together with proof that the defendant named in the complaint was, at the time of such parking, the registered owner of such vehicle shall constitute in evidence a prima facie presumption that the registered owner of such vehicle was the person who parked or placed such vehicle at the point where and for the time during which such violation occurred.

Sec. 22-62. Parking of vehicles or storage of goods in rights-of-way prohibited.

- (a) For the purposes of this section, a "right-of-way" shall include:
 - (1) The entire width of all public streets and highways including any shoulders of these roadways;
 - (2) The entire width off any alleys; and
 - (3) All other public easements including any easements running adjacent to any public roadways and alleys.
- (b) It shall be unlawful for any person to park any vehicle or store any goods in or upon any right-of-way, notwithstanding the location of any drive or driveway in such right-of-way. This section shall not apply to a vehicle legally parked on a public street or highway nor shall this section apply to a vehicle legally parked in a driveway provided no sidewalks are blocked by the vehicle.

Sec. 22-63. Relocation of junked vehicle after abatement proceeding has commenced.

After notice described in this section is sent, the relocation of a junked vehicle that is a public nuisance to another location in the city has no effect on the proceeding if the junked vehicle constitutes a public nuisance at the new location.



STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: AUGUST 15, 2023

AGENDA ITEM NUMBER: WORK SESSION ITEM III.A.2.

SUBJECT
Nuisance Ordinance Update.

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

1.	City of Kennedale Nuisances Update	City of Kennedale Nuisances Update.docx
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Secs. 15-13, 15-14. Reserved.

Sec. 15-15. Declaration of nuisances.

~~Overgrown vegetation, rubbish, and other unsanitary matter declared nuisance.~~

~~All grass, weeds, vegetation, or brush not regularly cultivated and which exceed twelve (12) inches in height as prohibited herein, and all rubbish and other unsanitary matter shall be presumed to be objectionable, unsightly, and unsanitary, and are hereby declared a public nuisance.~~

~~{ Ord. No. 572, § 1, 5-18-15 }~~

The following are declared to be nuisances and shall be abated, and any persons guilty of performing any of the acts herein set out, or of causing any such nuisances, or of permitting or suffering any of them to remain upon his/her premises or in any building occupied by or controlled by him/her or on any public street immediately adjacent to such premises shall be deemed guilty:

- (1) Any building, structure, or basement, or any part thereof used to house people or in which people work, that has inadequate means of ingress and egress, or is insufficiently supported, ventilated, drained, cleaned, lighted, or which is within the required distance of, and is not connected to, the city's sewer system.
- (2) All cellars, vaults, drains, pools, sewers, privies, yards, grounds, or premises that have for any cause become foul, nauseous or offensive or injurious to the health, or unpleasant to persons in adjacent residences, or to persons passing such premises.
- (3) All markets, laundries, stores or other buildings or places, which are not maintained clean and free from filthy and unwholesome substances and odors.
- (4) Every trade, business or occupation injurious to the health or comfort of persons who reside in the vicinity where such trade, business or occupation is carried on.
- (5) All lots or receptacles containing water allowed to become stagnant or offensive or unwholesome from any cause, including swimming pools.
- (6) All deposits or substances that are offensive or liable to engender disease; any nauseous, foul or putrid liquids or substances likely to become nauseous, foul, offensive or putrid discharged, placed, thrown or conducted into or upon any public street; all carcasses, all decaying flesh, fish, fowl, fruit, or vegetation, all deposits of manure, all flesh of any kind or description whatsoever when thrown upon or conducted into or upon any public street or enclosure in such manner as to render such substances unwholesome and offensive or liable to become unwholesome or offensive.
- (7) Any premises where rats or vermin breed or are harbored.
- (8) Any article or substance placed upon any public street, except such articles as are permitted by ordinance of this city, in such manner as to obstruct the free passage upon such street.
- (9) The act of depositing any filth, or any foul, offensive, nauseous or injurious substance upon any public street or other public or private place.
- (10) The act of sweeping or depositing any trash, paper, rubbish, or lawn and garden clippings into any public street or other public place and allowing the same to remain in such place longer than six (6) hours.
- (11) The act of defecation or urinating upon any public street, or at any place, which may be seen from a private residence, or by persons passing along any public street.

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- (12) The act of allowing filth or rubbish of any kind to remain on any sidewalk or at the side of any premises owned by such persons, or in the street; or in front of or at the side of any premises owned or controlled by such person; or upon any alley to the middle thereof that may be at the rear or side of any lots owned or controlled by such person.
 - (13) The act of scattering, distributing, or affixing any advertisements, circulars, handbills, printed or written announcements, or paper of like character, upon the public streets or within or on public buildings, signs, monuments, utility poles, or grounds within the city, except as provided by the city's sign ordinance.
 - (14) The act of the owners or possessors of any animal, which may die within the city to fail to have the carcass of same, removed and lawfully disposed of within eighteen (24) hours after death of said animal.
 - (15) The act of throwing from any opening in, or carrying from any dwelling or place of abode, any feces or urine.
 - (16) The act of conveying, or causing to be conveyed into any alley or gutter, waste water from any sink, tank, or other source of water supply in such manner as to produce any pool of stagnant water in said alley or gutter.
 - (17) Removal or deposition of dirt, gravel, earth, fill material, or topsoil from or on any land situated within the city unless a permit has been obtained in accordance with city approved procedures, and failure to provide proper drainage following the removal or deposit of such dirt, gravel, earth, fill material, or topsoil. Proper drainage means that the water draining off such land shall not disturb the natural drainage so as to adversely affect city streets or adjoining property.
 - (18) Leaving fill material ungraded and unleveled for more than thirty (30) days from placement thereof.
 - (19) Any other act or thing done or suffered within the city which may interfere with the enjoyment of life by any member of the community, or by any person, who may thereby be deprived of his/her right to be free from foul, noxious or offensive or unpleasant odors or vapors, and to breathe fresh air and to be free from the sight of foul or offensive objects and substances.

Sec. 15-16. High grass, weeds, and right-of way maintenance. ~~Unlawful accumulations of overgrown vegetation, rubbish or unsanitary matter.~~

~~It shall be unlawful for any person owning, leasing, claiming, occupying, or having supervision or control of any real property, occupied or unoccupied, improved or unimproved, developed or undeveloped, within the corporate limits of the city, to suffer, permit, or allow:~~

- ~~(1) —Uncultivated grass, weeds, or brush to grow to a height greater than twelve (12) inches on average upon such premises or to grow in rank profusion upon such premises, including along the sidewalk or street adjacent to the premises between the property line and the curb or, if there is no curb, between the property line and the driving surface; or~~
- ~~(2) —Refuse, rubbish, junk, litter, trash, debris (vegetation, building or other), garbage, discarded items, carrion, filth, animal or human feces, or any other unsightly or unsanitary matter to accumulate or remain upon said premises or to grow in rank profusion upon such premises, including along the sidewalk or street adjacent to the premises between the property line and the curb or, if there is no curb, between the property line and the driving surface.~~

(Ord. No. 572, § 1, 5-18-15)

The acts and conditions described in subsections below shall constitute a public nuisance:

- (1) It shall be unlawful for any person owning, claiming, or occupying or having supervision or control of any real property, occupied or unoccupied, to permit, suffer or allow grass or weeds to grow on the premises to a height greater than eight (8) inches in height on residential property or developed non-residential property, twelve (12) inches on average on undeveloped property, and eighteen (18) inches for grass or hay used for grazing animals on agriculturally zoned property when a fire break is provided and deemed appropriate by the fire marshal in size to protect adjacent property .
- (2) It shall be unlawful for any person owning, claiming, or occupying or having supervision or control of any real property, occupied or unoccupied, to fail to remove or mow wildflowers after such time as seeds have matured following the final blooming of the majority of plants, or native grasses after such time as the majority of a species have gone dormant.
- (3) It shall be unlawful for any person owning, claiming, or occupying or having supervision or control of any real property, occupied or unoccupied, to fail to edge along a sidewalk, street curb, or parkway. Sidewalk and curb edging shall be the duty of the abutting property owner or the agent in charge, or tenant in care, custody, and control of the abutting premises.
- (4) It shall be unlawful for any person owning, claiming, or occupying or having supervision or control of any real property, occupied or unoccupied, to fill or block a drainage easement or bar ditch, fail to maintain a drainage easement or bar ditch, maintain a drainage easement or bar ditch in a manner that allows the easement or bar ditch to be clogged with debris, sediment, high grass, weeds, or vegetation. Right-of-way maintenance, shall be the duty of the abutting property owner or the agent in charge, or tenant in care, custody, and control of the abutting premises.

Sec. 15-22. Property maintenance.

The owner of the premises shall maintain the structure and the exterior property in compliance with these requirements and all other applicable city ordinances. A person shall not occupy as owner-occupied or permit another person to occupy a premise that is not maintained in a sanitary and safe condition. Occupants of a dwelling unit are responsible for keeping it in a clean, sanitary, and safe condition. The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to public health, safety, welfare, or to cause urban blight or decline in property values. The acts and conditions described in subsections below shall constitute a public nuisance:

- (1) *Rodents and insects.* All structures and exterior property shall be kept free from rodents and rodent and insect infestations. Where rodents, rodent infestations, or insect infestations are found, they shall be promptly exterminated by approved processes, which will not be injurious to human health. After extermination, proper precautions shall be taken to eliminate rodent harborage and prevent reinfestation.
- (2) *Exhaust vents.* Pipes, ducts, conductors, fans, or blowers shall not discharge gases, steam, vapor, hot air, smoke, odors, or gaseous particulate wastes directly upon abutting property or adjacent to public or private property or property of another tenant nor shall they be covered by debris, dust, or dirt.
- (3) *Accessory structures.* All accessory structures, including detached garages, fences, walls, retaining walls, flag poles, and antenna poles or structures shall be maintained structurally sound and in good repair.
- (4) *Swimming pools.* Swimming pools and outdoor spas shall be maintained in a clean and sanitary condition, and in good repair.
- (5) *Defacement of property.* No person shall willingly or wantonly damage, mutilate, or deface any exterior surface of any structure or building on any private or public property by placing thereon any marking, carving, or graffiti. It shall be the responsibility of the owner to restore said structure to an approved state of maintenance and repair.
- (6) *Protective treatment.* All exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks, and fences shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. All siding and masonry joints as well as those between the building envelope and perimeter of the windows, doors, and skylights shall be maintained weather resistant and water tight. All metal surfaces subject to rust or corrosion shall be coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from these requirements.
- (7) *Structural members.* All structural members shall be maintained free from deterioration, and shall be capable of safely supporting the imposed dead and live loads.
- (8) *Foundation walls.* All foundation walls shall be maintained plumb and free from open cracks and breaks and shall be kept in such condition so as to prevent the entry of rodents and other pests.
- (9) *Exterior walls.* All exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration.
- (10) *Roofs and drainage.* The roof, flashing, roof drains, gutters and down spouts shall be maintained in good repair and free from obstructions, shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof water shall not be discharged in a manner that creates a public nuisance.

-
- (11) *Overhang extensions.* All overhang extensions including, but not limited to, canopies, marquees, signs, metal awnings, fire escapes, standpipes, and exhaust ducts shall be maintained in good repair and be properly anchored. Metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.
 - (12) *Chimneys.* All chimneys, cooling towers, smoke stacks, vent stacks, vent pipes, and similar appurtenances shall be maintained structurally safe and sound, and in good repair. All exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather coating materials, such as paint or similar surface treatment.
 - (13) *Handrails.* Every handrail and guardrail shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.
 - (14) *Window, skylight.* Every window, skylight, door, and frame shall be kept in sound condition and in good repair and weather tight.
 - (15) *Windows.* Every window, other than a fixed window, shall be capable of being easily opened and capable of being held in position by window hardware.
 - (16) *Doors.* All exterior doors, door assemblies and hardware shall be maintained in good condition. Locks at all entrances to dwelling units, rooming units, and guestrooms shall tightly secure the door.
 - (17) *Structure interior.* The interior of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition. Occupants shall keep that part of the structure, which they occupy or control, in a clean sanitary condition. Every owner of a structure containing a rooming house, a hotel, a dormitory, two (2) or more dwelling units or two (2) or more nonresidential occupancies, shall maintain, in a clean and sanitary condition, the shared or public areas of the structure and exterior property.
 - (18) *Interior surfaces.* All interior surfaces, including windows and doors, shall be maintained in a good, clean and sanitary condition. Peeling, chipping, flaking, or abraded paint shall be removed or repaired. Cracked or loose plaster, decayed wood, and other defective surface conditions shall be corrected.
 - (19) *Stairs and walking surfaces.* Every stair, ramp, landing, balcony, porch, deck or other walking surface shall be maintained in sound condition and good repair.
 - (20) *Trees and shrubs.* Any tree or shrub that obstructs passage or view, or extends over a sidewalk at a height of ten (10) feet or less, or a tree or shrub which extends over a street, lane, driveway, parking lot, or access easement at a height of fourteen (14) feet or less is declared a nuisance. It shall be the duty of the abutting property owner or the agent in charge, or tenant in care, custody, and control of the abutting premises to maintain trees and shrubs located in parkways, bar ditches, and right-of-way.
 - (22) *Exterior property areas.* Sidewalks, walkways, stairs, driveways, parking spaces, and parking lots shall be kept in a good state of repair, and maintained free from pot holes, cracks, loose debris, or any other hazardous conditions.
 - (23) *Parking lot striping.* All parking lot striping, accessible markings and signage, and fire lane striping, when required, shall be maintained and kept in a good state of repair.
 - (24) *Exterior signage.* All commercial signs shall be maintained and kept in a good state of repair.
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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: AUGUST 15, 2023

AGENDA ITEM NUMBER: WORK SESSION ITEM III.A.3.

SUBJECT

- Budget Update
- A. Brinson Benefits to discuss employee benefits.
 - B. General Budget update.

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

1.	Proposed Budget - August 15 Workshop	Proposed Budget - August 15 Workshop.pdf
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**Proposed Budget Fiscal Year 2024
October 1, 2023 through September 30, 2024**



FY23-24 PROPOSED BUDGET

OCTOBER 1, 2023 to SEPTEMBER 30, 2024

Presented to City Council
AUGUST 15, 2023

Submitted By
DARRELL HULL, CITY MANAGER

405 Municipal Drive
Kennedale, TX 76060
817-985-2105
CITYOFKENNE DALE.COM/BUDGET

Proposed Budget 2023 -2024

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2023 Tax Rate Calculation Worksheet

Taxing Units Other Than School Districts or Water Districts

Form 50-856

City of Kennedale

817-985-2105

Taxing Unit Name

Phone (area code and number)

405 Municipal Drive, Kennedale, Texas 76060

cityofkennedale.com

Taxing Unit's Address, City, State, ZIP Code

Taxing Unit's Website Address

GENERAL INFORMATION: Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-new-revenue (NNR) tax rate and voter-approval tax rate for the taxing unit. These tax rates are expressed in dollars per \$100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submits the rates to the governing body by Aug. 7 or as soon thereafter as practicable.

School districts do not use this form, but instead use Comptroller Form 50-859 *Tax Rate Calculation Worksheet, School District without Chapter 313 Agreements* or Comptroller Form 50-884 *Tax Rate Calculation Worksheet, School District with Chapter 313 Agreements*.

Water districts as defined under Water Code Section 49.001(1) do not use this form, but instead use Comptroller Form 50-858 *Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts* or Comptroller Form 50-860 *Developed Water District Voter-Approval Tax Rate Worksheet*.

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

SECTION 1: No-New-Revenue Tax Rate

The NNR tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the NNR tax rate should decrease.

The NNR tax rate for a county is the sum of the NNR tax rates calculated for each type of tax the county levies.

While uncommon, it is possible for a taxing unit to provide an exemption for only maintenance and operations taxes. In this case, the taxing unit will need to calculate the NNR tax rate separately for the maintenance and operations tax and the debt tax, then add the two components together.

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
1.	2022 total taxable value. Enter the amount of 2022 taxable value on the 2022 tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (adjustment is made by deducting TIF taxes, as reflected in Line 17). ¹	\$ 1,011,174,562
2.	2022 tax ceilings. Counties, cities and junior college districts. Enter 2022 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in 2022 or a prior year for homeowners age 65 or older or disabled, use this step. ²	\$ 0
3.	Preliminary 2022 adjusted taxable value. Subtract Line 2 from Line 1.	\$ 1,011,174,562
4.	2022 total adopted tax rate.	\$ 0.706190 /\$100
5.	2022 taxable value lost because court appeals of ARB decisions reduced 2022 appraised value. A. Original 2022 ARB values: \$ 10,695,099 B. 2022 values resulting from final court decisions: - \$ 8,723,534 C. 2022 value loss. Subtract B from A.³	\$ 1,971,565
6.	2022 taxable value subject to an appeal under Chapter 42, as of July 25. A. 2022 ARB certified value: \$ 180,000 B. 2022 disputed value: - \$ 9,000 C. 2022 undisputed value. Subtract B from A.⁴	\$ 171,000
7.	2022 Chapter 42 related adjusted values. Add Line 5C and Line 6C.	\$ 2,142,565

¹ Tex. Tax Code §26.012(14)

² Tex. Tax Code §26.012(14)

³ Tex. Tax Code §26.012(13)

⁴ Tex. Tax Code §26.012(13)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
8.	2022 taxable value, adjusted for actual and potential court-ordered adjustments. Add Line 3 and Line 7.	\$ 1,013,317,127
9.	2022 taxable value of property in territory the taxing unit deannexed after Jan. 1, 2022. Enter the 2022 value of property in deannexed territory. ⁵	\$ 0
10.	2022 taxable value lost because property first qualified for an exemption in 2023. If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in 2023 does not create a new exemption or reduce taxable value. A. Absolute exemptions. Use 2022 market value: \$ 0 B. Partial exemptions. 2023 exemption amount or 2023 percentage exemption times 2022 value: + \$ 1,795,507 C. Value loss. Add A and B. ⁶	\$ 1,795,507
11.	2022 taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in 2023. Use only properties that qualified in 2023 for the first time; do not use properties that qualified in 2022. A. 2022 market value: \$ 0 B. 2023 productivity or special appraised value: - \$ 0 C. Value loss. Subtract B from A. ⁷	\$ 0
12.	Total adjustments for lost value. Add Lines 9, 10C and 11C.	\$ 1,795,507
13.	2022 captured value of property in a TIF. Enter the total value of 2022 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which 2022 taxes were deposited into the tax increment fund. ⁸ If the taxing unit has no captured appraised value in line 18D, enter 0.	\$ 22,384,163
14.	2022 total value. Subtract Line 12 and Line 13 from Line 8.	\$ 989,137,457
15.	Adjusted 2022 total levy. Multiply Line 4 by Line 14 and divide by \$100.	\$ 6,985,189
16.	Taxes refunded for years preceding tax year 2022. Enter the amount of taxes refunded by the taxing unit for tax years preceding tax year 2022. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2022. This line applies only to tax years preceding tax year 2022. ⁹	\$ 34,830
17.	Adjusted 2022 levy with refunds and TIF adjustment. Add Lines 15 and 16. ¹⁰	\$ 7,020,019
18.	Total 2023 taxable value on the 2023 certified appraisal roll today. This value includes only certified values or certified estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 20). These homesteads include homeowners age 65 or older or disabled. ¹¹ A. Certified values: \$ 1,147,327,551 B. Counties: Include railroad rolling stock values certified by the Comptroller's office: + \$ C. Pollution control and energy storage system exemption: Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property: - \$ 0 D. Tax increment financing: Deduct the 2023 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the 2023 taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 23 below. ¹² - \$ 27,319,992 E. Total 2023 value. Add A and B, then subtract C and D.	\$ 1,120,007,559

⁵ Tex. Tax Code §26.012(15)⁶ Tex. Tax Code §26.012(15)⁷ Tex. Tax Code §26.012(15)⁸ Tex. Tax Code §26.03(c)⁹ Tex. Tax Code §26.012(13)¹⁰ Tex. Tax Code §26.012(13)¹¹ Tex. Tax Code §26.012, 26.04(c-2)¹² Tex. Tax Code §26.03(c)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
19.	Total value of properties under protest or not included on certified appraisal roll. ¹³	
	A. 2023 taxable value of properties under protest. The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest. ¹⁴ \$ 46,489,563	
	B. 2023 value of properties not under protest or included on certified appraisal roll. The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value of property not on the certified roll. ¹⁵ + \$ 7,898,097	
	C. Total value under protest or not certified. Add A and B.	\$ 54,387,660
20.	2023 tax ceilings. Counties, cities and junior colleges enter 2023 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in 2022 or a prior year for homeowners age 65 or older or disabled, use this step. ¹⁶	\$ 0
21.	2023 total taxable value. Add Lines 18E and 19C. Subtract Line 20. ¹⁷	\$ 1,174,395,219
22.	Total 2023 taxable value of properties in territory annexed after Jan. 1, 2022. Include both real and personal property. Enter the 2023 value of property in territory annexed. ¹⁸	\$ 0
23.	Total 2023 taxable value of new improvements and new personal property located in new improvements. New means the item was not on the appraisal roll in 2022. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, 2022 and be located in a new improvement. New improvements do include property on which a tax abatement agreement has expired for 2023. ¹⁹	\$ 23,658,857
24.	Total adjustments to the 2023 taxable value. Add Lines 22 and 23.	\$ 23,658,857
25.	Adjusted 2023 taxable value. Subtract Line 24 from Line 21.	\$ 1,150,736,362
26.	2023 NNR tax rate. Divide Line 17 by Line 25 and multiply by \$100. ²⁰	\$ 0.610045 /\$100
27.	COUNTIES ONLY. Add together the NNR tax rates for each type of tax the county levies. The total is the 2023 county NNR tax rate. ²¹	\$ _____ /\$100

SECTION 2: Voter-Approval Tax Rate

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the rate. The voter-approval tax rate is split into two separate rates:

- Maintenance and Operations (M&O) Tax Rate:** The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus the applicable percentage allowed by law. This rate accounts for such things as salaries, utilities and day-to-day operations.
- Debt Rate:** The debt rate includes the debt service necessary to pay the taxing unit's debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

The voter-approval tax rate for a county is the sum of the voter-approval tax rates calculated for each type of tax the county levies. In most cases the voter-approval tax rate exceeds the no-new-revenue tax rate, but occasionally decreases in a taxing unit's debt service will cause the NNR tax rate to be higher than the voter-approval tax rate.

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
28.	2022 M&O tax rate. Enter the 2022 M&O tax rate.	\$ 0.569154 /\$100
29.	2022 taxable value, adjusted for actual and potential court-ordered adjustments. Enter the amount in Line 8 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 1,013,317,127

¹³ Tex. Tax Code §26.01(c) and (d)

¹⁴ Tex. Tax Code §26.01(c)

¹⁵ Tex. Tax Code §26.01(d)

¹⁶ Tex. Tax Code §26.012(6)(B)

¹⁷ Tex. Tax Code §26.012(6)

¹⁸ Tex. Tax Code §26.012(17)

¹⁹ Tex. Tax Code §26.012(17)

²⁰ Tex. Tax Code §26.04(c)

²¹ Tex. Tax Code §26.04(d)

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
30.	Total 2022 M&O levy. Multiply Line 28 by Line 29 and divide by \$100	\$ 5,767,334
31.	Adjusted 2022 levy for calculating NNR M&O rate. A. M&O taxes refunded for years preceding tax year 2022. Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2022. This line applies only to tax years preceding tax year 2022. + \$ 20,060 B. 2022 taxes in TIF. Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no 2023 captured appraised value in Line 18D, enter 0. - \$ 157,971 C. 2022 transferred function. If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in D below. The taxing unit receiving the function will add this amount in D below. Other taxing units enter 0. +/- \$ 0 D. 2022 M&O levy adjustments. Subtract B from A. For taxing unit with C, subtract if discontinuing function and add if receiving function. \$ -137,911 E. Add Line 30 to 31D.	\$ 5,629,423
32.	Adjusted 2023 taxable value. Enter the amount in Line 25 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 1,150,736,362
33.	2023 NNR M&O rate (unadjusted). Divide Line 31E by Line 32 and multiply by \$100.	\$ 0.489201 /\$100
34.	Rate adjustment for state criminal justice mandate. ²³ If not applicable or less than zero, enter 0. A. 2023 state criminal justice mandate. Enter the amount spent by a county in the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. \$ 0 B. 2022 state criminal justice mandate. Enter the amount spent by a county in the 12 months prior to the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. Enter zero if this is the first time the mandate applies. - \$ 0 C. Subtract B from A and divide by Line 32 and multiply by \$100. \$ 0 /\$100 D. Enter the rate calculated in C. If not applicable, enter 0.	\$ 0 /\$100
35.	Rate adjustment for indigent health care expenditures. ²⁴ If not applicable or less than zero, enter 0. A. 2023 indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2022 and ending on June 30, 2023, less any state assistance received for the same purpose. \$ 0 B. 2022 indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2021 and ending on June 30, 2022, less any state assistance received for the same purpose. - \$ 0 C. Subtract B from A and divide by Line 32 and multiply by \$100. \$ 0 /\$100 D. Enter the rate calculated in C. If not applicable, enter 0.	\$ 0 /\$100

²² [Reserved for expansion]²³ Tex. Tax Code §26.044²⁴ Tex. Tax Code §26.0441

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
36.	Rate adjustment for county indigent defense compensation. ²⁵ If not applicable or less than zero, enter 0. A. 2023 indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2022 and ending on June 30, 2023, less any state grants received by the county for the same purpose..... \$ 0 B. 2022 indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2021 and ending on June 30, 2022, less any state grants received by the county for the same purpose..... \$ 0 C. Subtract B from A and divide by Line 32 and multiply by \$100..... \$ 0 /\$100 D. Multiply B by 0.05 and divide by Line 32 and multiply by \$100..... \$ 0 /\$100 E. Enter the lesser of C and D. If not applicable, enter 0.	 \$ 0 /\$100
37.	Rate adjustment for county hospital expenditures. ²⁶ If not applicable or less than zero, enter 0. A. 2023 eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2022 and ending on June 30, 2023. \$ 0 B. 2022 eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2021 and ending on June 30, 2022. \$ 0 C. Subtract B from A and divide by Line 32 and multiply by \$100..... \$ 0 /\$100 D. Multiply B by 0.08 and divide by Line 32 and multiply by \$100..... \$ 0 /\$100 E. Enter the lesser of C and D, if applicable. If not applicable, enter 0.	 \$ 0 /\$100
38.	Rate adjustment for defunding municipality. This adjustment only applies to a municipality that is considered to be a defunding municipality for the current tax year under Chapter 109, Local Government Code. Chapter 109, Local Government Code only applies to municipalities with a population of more than 250,000 and includes a written determination by the Office of the Governor. See Tax Code Section 26.0444 for more information. A. Amount appropriated for public safety in 2022. Enter the amount of money appropriated for public safety in the budget adopted by the municipality for the preceding fiscal year \$ 0 B. Expenditures for public safety in 2022. Enter the amount of money spent by the municipality for public safety during the preceding fiscal year..... \$ 0 C. Subtract B from A and divide by Line 32 and multiply by \$100 \$ 0 /\$100 D. Enter the rate calculated in C. If not applicable, enter 0.	 \$ 0 /\$100
39.	Adjusted 2023 NNR M&O rate. Add Lines 33, 34D, 35D, 36E, and 37E. Subtract Line 38D.	\$ 0.489201 /\$100
40.	Adjustment for 2022 sales tax specifically to reduce property taxes. Cities, counties and hospital districts that collected and spent additional sales tax on M&O expenses in 2022 should complete this line. These entities will deduct the sales tax gain rate for 2023 in Section 3. Other taxing units, enter zero. A. Enter the amount of additional sales tax collected and spent on M&O expenses in 2022, if any. Counties must exclude any amount that was spent for economic development grants from the amount of sales tax spent \$ 619,749 B. Divide Line 40A by Line 32 and multiply by \$100 \$ 0.053856 /\$100 C. Add Line 40B to Line 39.	 \$ 0.543057 /\$100
41.	2023 voter-approval M&O rate. Enter the rate as calculated by the appropriate scenario below. Special Taxing Unit. If the taxing unit qualifies as a special taxing unit, multiply Line 40C by 1.08. - or - Other Taxing Unit. If the taxing unit does not qualify as a special taxing unit, multiply Line 40C by 1.035.	 \$ 0.562063 /\$100

²⁵ Tex. Tax Code §26.0442²⁶ Tex. Tax Code §26.0443

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
D41.	Disaster Line 41 (D41): 2023 voter-approval M&O rate for taxing unit affected by disaster declaration. If the taxing unit is located in an area declared a disaster area and at least one person is granted an exemption under Tax Code Section 11.35 for property located in the taxing unit, the governing body may direct the person calculating the voter-approval tax rate to calculate in the manner provided for a special taxing unit. The taxing unit shall continue to calculate the voter-approval tax rate in this manner until the earlier of 1) the first year in which total taxable value on the certified appraisal roll exceeds the total taxable value of the tax year in which the disaster occurred, or 2) the third tax year after the tax year in which the disaster occurred If the taxing unit qualifies under this scenario, multiply Line 40C by 1.08. ²⁷ If the taxing unit does not qualify, do not complete Disaster Line 41 (Line D41).	\$ 0 /\$100
42.	Total 2023 debt to be paid with property taxes and additional sales tax revenue. Debt means the interest and principal that will be paid on debts that: (1) are paid by property taxes, (2) are secured by property taxes, (3) are scheduled for payment over a period longer than one year, and (4) are not classified in the taxing unit's budget as M&O expenses. A. Debt also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2021, verify if it meets the amended definition of debt before including it here. ²⁸ Enter debt amount \$ 2,569,793 B. Subtract unencumbered fund amount used to reduce total debt. - \$ 0 C. Subtract certified amount spent from sales tax to reduce debt (enter zero if none) - \$ 0 D. Subtract amount paid from other resources - \$ 228,229 E. Adjusted debt. Subtract B, C and D from A.	\$ 2,341,564
43.	Certified 2022 excess debt collections. Enter the amount certified by the collector. ²⁹	\$ 22,726
44.	Adjusted 2023 debt. Subtract Line 43 from Line 42E.	\$ 2,318,838
45.	2023 anticipated collection rate. A. Enter the 2023 anticipated collection rate certified by the collector. ³⁰ 100.00 % B. Enter the 2022 actual collection rate. 100.27 % C. Enter the 2021 actual collection rate. 100.40 % D. Enter the 2020 actual collection rate. 100.48 % E. If the anticipated collection rate in A is lower than actual collection rates in B, C and D, enter the lowest collection rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%. ³¹	100.27 %
46.	2023 debt adjusted for collections. Divide Line 44 by Line 45E.	\$ 2,312,593
47.	2023 total taxable value. Enter the amount on Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 1,174,395,219
48.	2023 debt rate. Divide Line 46 by Line 47 and multiply by \$100.	\$ 0.196917 /\$100
49.	2023 voter-approval tax rate. Add Lines 41 and 48.	\$ 0.758980 /\$100
D49.	Disaster Line 49 (D49): 2023 voter-approval tax rate for taxing unit affected by disaster declaration. Complete this line if the taxing unit calculated the voter-approval tax rate in the manner provided for a special taxing unit on Line D41. Add Line D41 and 48.	\$ /\$100

²⁷ Tex. Tax Code §26.042(a)²⁸ Tex. Tax Code §26.012(7)²⁹ Tex. Tax Code §26.012(10) and 26.04(b)³⁰ Tex. Tax Code §26.04(b)³¹ Tex. Tax Code §26.04(h), (h-1) and (h-2)

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
50.	COUNTIES ONLY. Add together the voter-approval tax rates for each type of tax the county levies. The total is the 2023 county voter-approval tax rate.	\$ 0 / \$100

SECTION 3: NNR Tax Rate and Voter-Approval Tax Rate Adjustments for Additional Sales Tax to Reduce Property Taxes

Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its NNR and voter-approval tax rates to offset the expected sales tax revenue.

This section should only be completed by a county, city or hospital district that is required to adjust its NNR tax rate and/or voter-approval tax rate because it adopted the additional sales tax.

Line	Additional Sales and Use Tax Worksheet	Amount/Rate
51.	Taxable Sales. For taxing units that adopted the sales tax in November 2022 or May 2023, enter the Comptroller's estimate of taxable sales for the previous four quarters. ³² Estimates of taxable sales may be obtained through the Comptroller's Allocation Historical Summary webpage. Taxing units that adopted the sales tax before November 2022, enter 0.	\$ 0
52.	Estimated sales tax revenue. Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. ³³ Taxing units that adopted the sales tax in November 2022 or in May 2023. Multiply the amount on Line 51 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95. ³⁴ - or - Taxing units that adopted the sales tax before November 2022. Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	\$ 619,749
53.	2023 total taxable value. Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 1,174,395,219
54.	Sales tax adjustment rate. Divide Line 52 by Line 53 and multiply by \$100.	\$ 0.052772 / \$100
55.	2023 NNR tax rate, unadjusted for sales tax. ³⁵ Enter the rate from Line 26 or 27, as applicable, on the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 0.610045 / \$100
56.	2023 NNR tax rate, adjusted for sales tax. Taxing units that adopted the sales tax in November 2022 or in May 2023. Subtract Line 54 from Line 55. Skip to Line 57 if you adopted the additional sales tax before November 2022.	\$ 0.610045 / \$100
57.	2023 voter-approval tax rate, unadjusted for sales tax. ³⁶ Enter the rate from Line 49, Line D49 (disaster) or Line 50 (counties) as applicable, of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ 0.758980 / \$100
58.	2023 voter-approval tax rate, adjusted for sales tax. Subtract Line 54 from Line 57.	\$ 0.706208 / \$100

SECTION 4: Voter-Approval Tax Rate Adjustment for Pollution Control

A taxing unit may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
59.	Certified expenses from the Texas Commission on Environmental Quality (TCEQ). Enter the amount certified in the determination letter from TCEQ. ³⁷ The taxing unit shall provide its tax assessor-collector with a copy of the letter. ³⁸	\$ 0
60.	2023 total taxable value. Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 1,174,395,219
61.	Additional rate for pollution control. Divide Line 59 by Line 60 and multiply by \$100.	\$ 0 / \$100
62.	2023 voter-approval tax rate, adjusted for pollution control. Add Line 61 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties) or Line 58 (taxing units with the additional sales tax).	\$ 0.706208 / \$100

³² Tex. Tax Code §26.041(d)

³³ Tex. Tax Code §26.041(i)

³⁴ Tex. Tax Code §26.041(d)

³⁵ Tex. Tax Code §26.04(c)

³⁶ Tex. Tax Code §26.04(c)

³⁷ Tex. Tax Code §26.045(d)

³⁸ Tex. Tax Code §26.045(i)

SECTION 5: Voter-Approval Tax Rate Adjustment for Unused Increment Rate

The unused increment rate is the rate equal to the difference between the adopted tax rate and voter-approval tax rate adjusted to remove the unused increment rate for the prior three years.³⁹ In a year where a taxing unit adopts a rate by applying any portion of the unused increment rate, the portion of the unused increment rate must be backed out of the calculation for that year.

The difference between the adopted tax rate and adjusted voter-approval tax rate is considered zero in the following scenarios:

- a tax year before 2020;⁴⁰
- a tax year in which the municipality is a defunding municipality, as defined by Tax Code Section 26.0501(a);⁴¹ or
- after Jan. 1, 2022, a tax year in which the comptroller determines that the county implemented a budget reduction or reallocation described by Local Government Code Section 120.002(a) without the required voter approval.⁴²

Individual components can be negative, but the overall rate would be the greater of zero or the calculated rate.

This section should only be completed by a taxing unit that does not meet the definition of a special taxing unit.⁴³

Line	Unused Increment Rate Worksheet	Amount/Rate
63.	Year 3 component. Subtract the 2022 actual tax rate and the 2022 unused increment rate from the 2022 voter-approval tax rate.	
A.	Voter-approval tax rate (Line 67).....	\$ 0.435275 /\$100
B.	Unused increment rate (Line 66).....	\$ 0.018972 /\$100
C.	Subtract B from A.....	\$ 0.416303 /\$100
D.	Adopted Tax Rate.....	\$ 0.706190 /\$100
E.	Subtract D from C.....	\$ -0.289887 /\$100
64.	Year 2 component. Subtract the 2021 actual tax rate and the 2021 unused increment rate from the 2021 voter-approval tax rate.	
A.	Voter-approval tax rate (Line 67).....	\$ 0.783057 /\$100
B.	Unused increment rate (Line 66).....	\$ 0.000001 /\$100
C.	Subtract B from A.....	\$ 0.783056 /\$100
D.	Adopted Tax Rate.....	\$ 0.764085 /\$100
E.	Subtract D from C.....	\$ 0.018971 /\$100
65.	Year 1 component. Subtract the 2020 actual tax rate and the 2020 unused increment rate from the 2020 voter-approval tax rate.	
A.	Voter-approval tax rate (Line 65).....	\$ 0.774086 /\$100
B.	Unused increment rate (Line 64).....	\$ 0 /\$100
C.	Subtract B from A.....	\$ 0.774086 /\$100
D.	Adopted Tax Rate.....	\$ 0.774085 /\$100
E.	Subtract D from C.....	\$ 0.000001 /\$100
66.	2023 unused increment rate. Add Lines 63E, 64E and 65E.	\$ 0 /\$100
67.	Total 2023 voter-approval tax rate, including the unused increment rate. Add Line 66 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax) or Line 62 (taxing units with pollution control).	\$ 0.706208 /\$100

³⁹ Tex. Tax Code §26.013(a)

⁴⁰ Tex. Tax Code §26.013(c)

⁴¹ Tex. Tax Code §26.0501(a) and (c)

⁴² Tex. Local Gov't Code §120.007(d), effective Jan. 1, 2022

⁴³ Tex. Tax Code §26.063(a)(1)

⁴⁴ Tex. Tax Code §26.012(8-a)

⁴⁵ Tex. Tax Code §26.063(a)(1)

SECTION 6: De Minimis Rate

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate, the rate that will raise \$500,000, and the current debt rate for a taxing unit. ⁴⁴

This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit. ⁴⁵

Line	De Minimis Rate Worksheet	Amount/Rate
68.	Adjusted 2023 NNR M&O tax rate. Enter the rate from Line 39 of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ 0.489201 /\$100
69.	2023 total taxable value. Enter the amount on Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 1,174,395,219
70.	Rate necessary to impose \$500,000 in taxes. Divide \$500,000 by Line 69 and multiply by \$100.	\$ 0.042575 /\$100
71.	2023 debt rate. Enter the rate from Line 48 of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ 0.196917 /\$100
72.	De minimis rate. Add Lines 68, 70 and 71.	\$ 0.728693 /\$100

SECTION 7: Voter Approval Tax Rate Adjustment for Emergency Revenue Rate

In the tax year after the end of the disaster calculation time period detailed in Tax Code Section 26.042(a), a taxing unit that calculated its voter-approval tax rate in the manner provided for a special taxing unit due to a disaster must calculate its emergency revenue rate and reduce its voter-approval tax rate for that year. ⁴⁶

Similarly, if a taxing unit adopted a tax rate that exceeded its voter-approval tax rate, calculated normally, without holding an election to respond to a disaster, as allowed by Tax Code Section 26.042(d), in the prior year, it must also reduce its voter-approval tax rate for the current tax year. ⁴⁷

This section will apply to a taxing unit other than a special taxing unit that:

- directed the designated officer or employee to calculate the voter-approval tax rate of the taxing unit in the manner provided for a special taxing unit in the prior year; and
- the current year is the first tax year in which the total taxable value of property taxable by the taxing unit as shown on the appraisal roll for the taxing unit submitted by the assessor for the taxing unit to the governing body exceeds the total taxable value of property taxable by the taxing unit on January 1 of the tax year in which the disaster occurred or the disaster occurred four years ago. This section will apply to a taxing unit in a disaster area that adopted a tax rate greater than its voter-approval tax rate without holding an election in the prior year.

Note: This section does not apply if a taxing unit is continuing to calculate its voter-approval tax rate in the manner provided for a special taxing unit because it is still within the disaster calculation time period detailed in Tax Code Section 26.042(a) because it has not met the conditions in Tax Code Section 26.042(a)(1) or (2).

Line	Emergency Revenue Rate Worksheet	Amount/Rate
73.	2022 adopted tax rate. Enter the rate in Line 4 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 0.706190 /\$100
74.	Adjusted 2022 voter-approval tax rate. Use the taxing unit's Tax Rate Calculation Worksheets from the prior year(s) to complete this line. If a disaster occurred in 2022 and the taxing unit calculated its 2022 voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) of the 2022 worksheet due to a disaster, complete the applicable sections or lines of Form 50-856-a, <i>Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet</i> . - or - If a disaster occurred prior to 2022 for which the taxing unit continued to calculate its voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) in 2022, complete the separate <i>Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet</i> to recalculate the voter-approval tax rate the taxing unit would have calculated in 2022 if it had generated revenue based on an adopted tax rate using a multiplier of 1.035 in the year(s) following the disaster. ⁴⁸ Enter the final adjusted 2022 voter-approval tax rate from the worksheet. - or - If the taxing unit adopted a tax rate above the 2022 voter-approval tax rate without calculating a disaster tax rate or holding an election due to a disaster, no recalculation is necessary. Enter the voter-approval tax rate from the prior year's worksheet.	\$ 0 /\$100
75.	Increase in 2022 tax rate due to disaster. Subtract Line 74 from Line 73.	\$ 0 /\$100
76.	Adjusted 2022 taxable value. Enter the amount in Line 14 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 989,137,457
77.	Emergency revenue. Multiply Line 75 by Line 76 and divide by \$100.	\$ 0
78.	Adjusted 2023 taxable value. Enter the amount in Line 25 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 1,150,736,362
79.	Emergency revenue rate. Divide Line 77 by Line 78 and multiply by \$100. ⁴⁹	\$ 0 /\$100

⁴⁶ Tex. Tax Code §26.042(b)

⁴⁷ Tex. Tax Code §26.042(f)

⁴⁸ Tex. Tax Code §26.042(c)

⁴⁹ Tex. Tax Code §26.042(b)

Line	Emergency Revenue Rate Worksheet	Amount/Rate
80.	2023 voter-approval tax rate, adjusted for emergency revenue. Subtract Line 79 from one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax), Line 62 (taxing units with pollution control) or Line 67 (taxing units with the unused increment rate).	\$ 0.706208 /\$100

SECTION 8: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

No-new-revenue tax rate. \$ 0.610045 /\$100
 As applicable, enter the 2023 NNR tax rate from: Line 26, Line 27 (counties), or Line 56 (adjusted for sales tax).
 Indicate the line number used: 26

Voter-approval tax rate. \$ 0.706208 /\$100
 As applicable, enter the 2023 voter-approval tax rate from: Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (adjusted for sales tax), Line 62 (adjusted for pollution control), Line 67 (adjusted for unused increment), or Line 80 (adjusted for emergency revenue).
 Indicate the line number used: 58

De minimis rate. \$ 0.728693 /\$100
 If applicable, enter the 2023 de minimis rate from Line 72.

SECTION 9: Taxing Unit Representative Name and Signature

Enter the name of the person preparing the tax rate as authorized by the governing body of the taxing unit. By signing below, you certify that you are the designated officer or employee of the taxing unit and have accurately calculated the tax rates using values that are the same as the values shown in the taxing unit's certified appraisal roll or certified estimate of taxable value, in accordance with requirements in the Tax Code.⁵⁰

**print
here**

Wendy Burgess

Printed Name of Taxing Unit Representative

**sign
here**

Taxing Unit Representative

Date

8-4-2023

⁵⁰ Tex. Tax Code §§26.04(c-2) and (d-2)

2024 Proposed Common Cost Analysis						
Department	01 GF Total	07 Storm Water Allocation 5%	10 Water/Sewer Allocation 20%	15 EDC Allocation 15%	17 Street Allocation 5%	
Dept 1 City Manager Expenditures	\$ 354,969	\$ 17,748	\$ 70,993.72	\$ 53,245.29	\$ 17,748.43	
Dept 2 Council Expenditures	\$ 209,100	\$ 10,455	\$ 41,820.00	\$ 31,365.00	\$ 10,455.00	
Dept 3 City Secretary Expenditures	\$ 194,348	\$ 9,717	\$ 38,869.60	\$ 29,152.20	\$ 9,717.40	
Dept 5 Human Resources Exp.	\$ 224,921	\$ 11,246	\$ 44,984.27	\$ 33,738.20	\$ 11,246.07	
Dept 7 Finance Expenditures	\$ 597,958	\$ 29,898	\$ 119,591.56	\$ 89,693.67	\$ 29,897.89	
Dept 12 Community Development Exp.	\$ 699,812	\$ 34,991	\$ 139,962.43	\$ 104,971.82	\$ 34,990.61	
WC/Admin Fees/Unemployment	\$ 226,667	\$ 11,333	\$ 45,333.40	\$ 34,000.05	\$ 11,333.35	
Insurance	\$ 129,000	\$ 6,450	\$ 25,800.00	\$ 19,350.00	\$ 6,450.00	
IT Support, Internet, and Phones	\$ 183,000	\$ 9,150	\$ 36,600.00	\$ 27,450.00	\$ 9,150.00	
Total Allocated from Fund 1 to Other Funds	\$ 2,819,775	\$ 140,989	\$ 563,955	\$ 422,966	\$ 140,989	

Department	17 Street Personnel	07 Storm Water Allocation 10%	10 Water/Sewer Allocation 25%	15 EDC Allocation 10%	
Fund 17 Street Personnel Only	\$ 683,870	\$ 68,387	\$ 170,967.41	\$ 68,386.96	
Total Allocated from Fund 17 to Other Funds	\$ 683,870	\$ 68,387	\$ 170,967	\$ 68,387	



General Fund

GENERAL FUND REVENUE AND INCOMING TRANSFERS					
Department	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
	PROPERTY TAXES	5,067,570	5,452,751	5,691,215	5,980,866
	SALES TAXES	1,859,721	1,991,717	1,991,717	1,991,717
	GRANTS AND CONTRIBUTIONS	43,601	895,000	150,000	-
	LICENSES AND PERMITS	328,781	354,928	344,898	449,883
	FINES AND FEES	162,514	144,066	214,330	215,000
	CHARGES FOR SERVICES	291,150	307,250	218,344	225,000
	INTERGOVERNMENTAL	166,796	161,590	161,590	165,000
	ALL OTHER REVENUE	103,175	41,676	153,269	155,000
	TRANSFERS IN	606,207	1,193,374	1,193,374	1,268,899
TOTAL REVENUE AND TRANSFERS IN		\$ 8,629,515	\$ 10,542,352	\$ 10,118,737	\$ 10,451,364

GENERAL FUND EXPENDITURES AND OUTGOING TRANSFERS					
Department	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
01	CITY MANAGER	199,237	327,672	314,210	354,969
02	MAYOR AND COUNCIL	198,588	185,500	152,787	209,100
03	CITY SECRETARY	72,336	168,463	128,008	194,348
04	MUNICIPAL COURT	127,344	182,373	179,888	225,881
05	HUMAN RESOURCES	151,238	186,406	152,722	224,921
07	FINANCE	477,054	511,396	476,061	597,958
09	POLICE	3,153,121	3,483,034	3,511,147	3,643,772
10	FIRE	2,552,059	3,522,918	2,594,596	2,804,005
12	COMMUNITY DEVELOPMENT	531,981	653,505	512,984	699,812
16	SENIOR CITIZEN CENTER	31,758	57,716	52,650	53,172
17	LIBRARY	285,405	365,199	366,088	543,687
18	COMMUNICATIONS	-	-	-	31,100
90	NON DEPARTMENTAL	632,226	622,577	516,901	541,667
TOTAL EXPENDITURES		\$ 8,412,348	\$ 10,266,758	\$ 8,958,041	\$ 10,124,392

Department	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
90	NON DEPARTMENTAL	182,521	275,593	279,158	280,000
N/A	PRIOR PERIOD ADJUSTMENT	373,037	-	-	-
TOTAL OUTGOING TRANSFERS		\$ 555,558	\$ 275,593	\$ 279,158	\$ 280,000

TOTAL OUTGOING FUNDS		\$ 8,967,906	\$ 10,542,351	\$ 9,237,199	\$ 10,404,392
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NET CHANGE IN FUND BALANCE		\$ (338,391)	\$ 1	\$ 881,538	\$ 46,973
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DEPARTMENT OUTLINE: CITY MANAGER

City Manager: Darrell Hull

Capital Expenditure Requests and New Programs

- None

GENERAL FUND EXPENDITURES BY DEPARTMENT

01 CITY MANAGER

Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
Personnel		160,970	279,051	262,027	302,019
Operations		38,267	48,621	52,183	52,950
TOTAL CITY MANAGER'S OFFICE		\$ 199,237	\$ 327,672	\$ 314,210	\$ 354,969

Positions					
City Manager		1.0	1.0	1.0	1.0
Administrative Assistant		1.0	1.0	1.0	1.0
TOTAL POSITIONS		2.00	2.00	2.00	2.00

Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
01-5101-01-00	SALARIES	122,842	208,919	194,100	216,828
01-5107-01-00	OVERTIME	4,434	2,000	1,641	2,000
01-5111-01-00	AUTO ALLOWANCE	350	-	-	-
01-5112-01-00	ASSIGNMENT PAY	-	3,250	-	-
01-5114-01-00	LONGEVITY PAY	1,058	3,248	3,224	2,880
01-5115-01-00	RETIREMENT	18,104	30,690	30,214	31,660
01-5117-01-00	FICA	9,838	15,891	14,831	16,961
01-5118-01-00	MEDICAL INSURANCE	3,462	13,593	15,645	28,724
01-5120-01-00	LIFE INSURANCE	616	932	1,487	1,635
01-5121-01-00	DENTAL INSURANCE	220	476	616	1,000
01-5122-01-00	VISION INSURANCE	40	51	61	103
01-5126-01-00	DISABILITY	6	-	208	229
TOTAL PERSONNEL		\$ 160,970	\$ 279,051	\$ 262,027	\$ 302,019

Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
01-5240-01-00	PRINTED SUPPLIES	-	25	55	100
01-5260-01-00	GENERAL OFFICE SUPPLIES	2,619	1,500	2,750	2,750
01-5261-01-00	POSTAGE	1	10	35	50
01-5285-01-00	FUEL	768	-	3,985	6,000
01-5290-01-00	EXPENDABLE SUPPLIES	916	500	2,497	2,500
01-5298-01-00	VICTUALS BEVERAGES & GROCERY	93	500	250	
01-5430-01-00	MOTOR VEHICLE MAINTENANCE	686	10,769	2,017	3,000
01-5440-01-00	OFFICE EQUIP	4,347	3,000	3,000	3,500
01-5510-01-00	ASSOC DUES/PUBLICATIONS	2,620	5,000	2,875	5,000
01-5525-01-00	TRAINING/SEMINARS	825	3,000	750	4,500
01-5530-01-00	ELECTRIC SERVICES	10,293	6,800	11,970	1,250
01-5535-01-00	GAS SERVICES	3,774	2,437	5,010	5,500
01-5570-01-00	SPECIAL SERVICES	550	580	900	1,000
01-5575-01-00	EQUIPMENT RENTAL	5,842	5,000	7,891	8,000
01-5578-01-00	TRAVEL	459	5,000	3,900	5,000
01-5585-01-00	TELEPHONE SERVICES	2,038	2,000	1,266	1,300
01-5590-01-00	WATER/SEWER SERVICES	2,437	2,500	3,032	3,500
TOTAL OPERATIONS		\$ 38,267	\$ 48,621	\$ 52,183	\$ 52,950

TOTAL CITY MANAGER'S OFFICE		\$ 199,237	\$ 327,672	\$ 314,210	\$ 354,969
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DEPARTMENT OUTLINE: MAYOR/CITY COUNCIL

Mayor: Jan Joplin

Capital Expenditure Requests and New Programs

- A/V upgrade for Council Chamber

GENERAL FUND EXPENDITURES BY DEPARTMENT

02 MAYOR AND COUNCIL

Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
Operations		198,588	185,500	152,787	209,100
TOTAL MAYOR & CITY COUNCIL		\$ 198,588	\$ 185,500	\$ 152,787	\$ 209,100

Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
01-5240-02-00	PRINTED SUPPLIES	149	3,500	1,681	2,000
01-5260-02-00	GENERAL OFFICE SUPPLIES	5,621	200	-	200
01-5280-02-00	MINOR EQUIP/SMALL TOOLS<\$5K	(153)	2,000	-	1,000
01-5298-02-00	VICTUALS BEVERAGES & GROCERY	83	100	240	500
01-5510-02-00	ASSOC DUES/PUBLICATIONS	7,982	6,500	5,700	6,500
01-5511-02-00	VOLUNTEER MEETINGS	249	700	350	700
01-5525-02-00	TRAINING/SEMINARS	40	3,500	2,500	3,500
01-5440-02-00	OFFICE EQUIP			2,500	2,500
01-5564-02-00	COMMUNITY RELATIONS				-
01-5565-02-00	LEGAL SERVICES	151,035	150,000	125,000	150,000
01-5570-02-00	SPECIAL SERVICES	26,734	5,000	1,500	5,000
01-5571-02-00	SPECIAL EVENTS	3,661	8,000	6,000	6,000
01-5578-02-00	TRAVEL	2,996	6,000	4,316	6,000
01-5585-02-00	TELEPHONE SERVICES	192	-	3,000	3,200
01-5870-02-00	OTHER EQUIPMENT				22,000
TOTAL OPERATIONS		\$ 198,588	\$ 185,500	\$ 152,787	\$ 209,100

TOTAL MAYOR AND CITY COUNCIL		\$ 198,588	\$ 185,500	\$ 152,787	\$ 209,100
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DEPARTMENT OUTLINE: CITY SECRETARY

City Secretary: Raeanne Byington

Capital Expenditure Requests and New Programs

- Expansion of Laserfiche and Civic Engage platforms

GENERAL FUND EXPENDITURES BY DEPARTMENT

03 CITY SECRETARY

Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
Personnel		1,051	104,013	82,927	101,348
Operations		71,285	64,450	45,081	93,000
TOTAL CITY SECRETARY		\$ 72,336	\$ 168,463	\$ 128,008	\$ 194,348

Positions

City Secretary	1.0	1.0	1.0	1.0
TOTAL POSITIONS	1.00	1.00	1.00	1.00

Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
01-5101-03-00	SALARIES	-	80,000	62,724	77,860
01-5114-03-00	LONGEVITY PAY	-	-	-	-
01-5115-03-00	RETIREMENT	-	11,752	9,673	11,118
01-5117-03-00	FICA	-	6,085	4,544	5,956
01-5118-03-00	MEDICAL INSURANCE	916	5,239	5,116	5,492
01-5120-03-00	LIFE INSURANCE	82	571	456	501
01-5121-03-00	DENTAL INSURANCE	58	315	365	368
01-5122-03-00	VISION INSURANCE	(5)	51	49	51
01-5126-00-00	DISABILITY	-	-	-	-
TOTAL PERSONNEL		\$ 1,051	\$ 104,013	\$ 82,927	\$ 101,348

Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
01-5240-03-00	PRINTED SUPPLIES	-	300	150	300
01-5261-03-00	POSTAGE	101	200	75	200
01-5280-03-00	MINOR EQUIP/SMALL TOOLS <\$5K	147	-	-	-
01-5290-03-00	EXPENDABLE SUPPLIES	-	-	350	2,600
01-5298-03-00	VICTUALS BEVERAGES & GROCERY	79	300	-	-
01-5403-03-00	BUILDING MAINTENANCE	28,421	12,000	12,500	12,000
01-5440-03-00	OFFICE EQUIP	1,172	-	2,500	600
01-5445-03-00	SOFTWARE	10,701	14,500	6,020	25,000
01-5501-03-00	ADVERTISING	1,151	2,250	300	2,000
01-5510-03-00	ASSOC DUES/PUBLICATIONS	387	1,500	2,000	1,500
01-5525-03-00	TRAINING/SEMINARS	-	5,000	2,960	5,000
01-5570-03-00	SPECIAL SERVICES	26,396	2,600	1,369	17,000
01-5573-03-00	ELECTION SERVICES	140	10,000	9,718	10,000
01-5574-03-00	FILING FEES	-	250	-	250
01-5578-03-00	TRAVEL	1,133	3,000	800	3,000
01-5585-03-00	TELEPHONE SERVICES	513	550	441	550
01-5589-03-00	JANITORIAL SERVICES	945	12,000	5,898	13,000
TOTAL OPERATIONS		\$ 71,285	\$ 64,450	\$ 45,081	\$ 93,000

TOTAL CITY SECRETARY'S OFFICE		\$ 72,336	\$ 168,463	\$ 128,008	\$ 194,348
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DEPARTMENT OUTLINE: MUNICIPAL COURT

Court Administrator: Bertha Vindell

Capital Expenditure Requests and New Programs

- Realignment of duties and job titles:
 - Director of Court Services
 - Juvenile Case Manager/Court Clerk

GENERAL FUND EXPENDITURES BY DEPARTMENT

04 COURT

Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
Personnel		69,685	136,591	129,915	167,321
Operations		57,659	45,782	49,973	58,560
TOTAL MUNICIPAL COURT OFFICE		\$ 127,344	\$ 182,373	\$ 179,888	\$ 225,881

Positions

Court Administrator	1.0	1.0	1.0	1.0
Court Clerk	1.0	1.0	1.0	1.0
TOTAL POSITIONS	2.00	2.00	2.00	2.00

Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
01-5101-04-00	SALARIES	48,948	93,956	91,434	119,626
01-5107-04-00	OVERTIME	418	500	205	500
01-5114-04-00	LONGEVITY PAY		120	96	192
01-5115-04-00	RETIREMENT	6,975	13,802	13,613	17,181
01-5117-04-00	FICA	3,362	7,147	6,568	9,204
01-5118-04-00	MEDICAL INSURANCE	9,272	19,614	16,673	19,193
01-5120-04-00	LIFE INSURANCE	221	580	499	549
01-5121-04-00	DENTAL INSURANCE	416	770	734	772
01-5122-04-00	VISION INSURANCE	65	103	93	103
01-5126-04-00	DISABILITY	7		67	74
TOTAL PERSONNEL		\$ 69,685	\$ 136,591	\$ 129,915	\$ 167,321

Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
01-5240-04-00	PRINTED SUPPLIES	20	100		
01-5260-04-00	GENERAL OFFICE SUPPLIES	1,308	1,200	1,200	3,500
01-5261-04-00	POSTAGE	1,345	1,370	1,601	1,780
01-5290-04-00	EXPENDABLE SUPPLIES	36	125	-	-
01-5298-04-00	VICTUALS BEVERAGES & GROCERY		50	150	-
01-5440-04-00	OFFICE EQUIP	10,936	700	500	880
01-5445-04-00	SOFTWARE	11,598	11,500	11,000	11,500
01-5510-04-00	ASSOC DUES/PUBLICATIONS	204	300	220	500
01-5525-04-00	TRAINING/SEMINARS		625	700	4,200
01-5565-04-00	LEGAL SERVICES	13,987	12,000	14,000	14,500
01-5570-04-00	SPECIAL SERVICES	13	300	948	1,500
01-5575-04-00	EQUIPMENT RENTAL	1,728	1,892	2,540	2,600
01-5578-04-00	TRAVEL	343	500	650	1,000
01-5581-04-00	JUDGE SERVICES	15,400	14,400	15,400	15,400
01-5585-04-00	TELEPHONE SERVICES	740	720	1,064	1,200
TOTAL OPERATIONS		\$ 57,659	\$ 45,782	\$ 49,973	\$ 58,560

TOTAL MUNICIPAL COURT		\$ 127,344	\$ 182,373	\$ 179,888	\$ 225,881
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DEPARTMENT OUTLINE: HUMAN RESOURCES

Director: Caroline Green, CPM, M.A., IPMA-SCP

Capital Expenditure Requests and New Programs

- Document imaging
- Control over all pre and continued employment related testing

GENERAL FUND EXPENDITURES BY DEPARTMENT

05 HUMAN RESOURCES

Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
Personnel		127,823	125,046	126,306	140,271
Operations		23,415	61,360	26,416	84,650
TOTAL HUMAN RESOURCES OFFICE		\$ 151,238	\$ 186,406	\$ 152,722	\$ 224,921

Positions					
Director		1.0	1.0	1.0	1.0
TOTAL POSITIONS		1.00	1.00	1.00	1.00

Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
01-5101-05-00	SALARIES	97,200	97,200	95,288	106,704
01-5114-05-00	LONGEVITY PAY		120	96	192
01-5115-05-00	RETIREMENT	13,745	14,279	14,618	15,265
01-5117-05-00	FICA	7,413	7,394	7,137	8,118
01-5118-05-00	MEDICAL INSURANCE	8,306	5,239	7,960	8,831
01-5120-05-00	LIFE INSURANCE	380	448	565	600
01-5121-05-00	DENTAL INSURANCE	701	315	452	331
01-5122-05-00	VISION INSURANCE	64	51	50	51
01-5126-05-00	DISABILITY	14		140	180
TOTAL PERSONNEL		\$ 127,823	\$ 125,046	\$ 126,306	\$ 140,271

Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
01-5125-05-00	TUITION REIMBURSEMENT	1,061	10,000	500	10,000
01-5240-05-00	PRINTED SUPPLIES	28	10,000		10,000
01-5261-05-00	POSTAGE	11	10	6	100
01-5280-05-00	MINOR EQUIP/SMALL TOOLS<\$5K	285	300	-	500
01-5290-05-00	EXPENDABLE SUPPLIES	371	200	537	500
01-5298-05-00	VICTUALS BEVERAGES & GROCERY		4,000	3,065	4,000
01-5440-05-00	OFFICE EQUIP	105	500	475	500
01-5445-05-00	SOFTWARE	5,325	1,000	636	16,000
01-5501-05-00	ADVERTISING	85	2,500	80	2,000
01-5510-05-00	ASSOC DUES/PUBLICATIONS	1,431	2,000	534	2,000
01-5525-05-00	TRAINING/SEMINARS	2,560	3,000	1,275	3,000
01-5570-05-00	SPECIAL SERVICES	9,163	6,000	9,090	
01-5571-05-00	SPECIAL EVENTS		10,000	2,356	12,000
01-5578-05-00	TRAVEL	1,039	3,000	3,200	3,200
01-5585-05-00	TELEPHONE SERVICES	854	850	568	850
01-5588-05-00	HR RELATED TESTS	1,097	8,000	4,095	20,000
TOTAL OPERATIONS		\$ 23,415	\$ 61,360	\$ 26,416	\$ 84,650

TOTAL HUMAN RESOURCES		\$ 151,238	\$ 186,406	\$ 152,722	\$ 224,921
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DEPARTMENT OUTLINE: FINANCE

Director: Jon Horton, CPA

Capital Expenditure Requests and New Programs

- Restructure duties and job titles:
 - Senior Accounting Associate
 - Accounting Associate II
 - Accounting Associate I
- Set foundation for promotion guidelines within role
 - Allow for staff to promote based on competencies vs requiring the next level up being open. This especially important between Associate II and Senior roles.
- Consider hiring part-time staff if an individual has a special skillset/high competency level (if FTE is available)

GENERAL FUND EXPENDITURES BY DEPARTMENT

07 FINANCE

Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
Personnel		268,481	339,196	257,446	405,811
Operations		208,573	172,200	218,616	192,147
TOTAL FINANCE		\$ 477,054	\$ 511,396	\$ 476,061	\$ 597,958

Positions

Director	1.0	1.0
Accounting Associate II/Sr. Accounting Associate	1.0	1.0
Accounting Associate II/Sr. Accounting Associate	1.0	1.0
Accounting Associate I	0.75	0.75
TOTAL FINANCE POSITIONS	-	3.75

Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
01-5101-07-01	SALARIES	183,819	227,699	158,725	276,510
01-5107-07-01	OVERTIME	37	500	953	800
01-5109-07-01	TEMPORARY / PART-TIME	22,947	31,548	21,863	39,923
01-5114-07-01	LONGEVITY PAY	816	580	440	
01-5115-07-01	RETIREMENT	29,240	38,083	27,842	39,600
01-5117-07-01	FICA	15,209	19,720	13,441	21,214
01-5118-07-01	MEDICAL INSURANCE	15,039	18,836	31,294	25,024
01-5120-07-01	LIFE INSURANCE	511	1,104	1,069	1,200
01-5121-07-01	DENTAL INSURANCE	709	972	1,710	1,237
01-5122-07-01	VISION INSURANCE	145	154	108	154
01-5126-07-01	DISABILITY	8	-	142	150
TOTAL PERSONNEL		\$ 268,481	\$ 339,196	\$ 257,446	\$ 405,811

Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
01-5240-07-01	PRINTED SUPPLIES	224	400	325	400
01-5260-07-01	GENERAL OFFICE SUPPLIES	4,503	1,500	3,000	3,000
01-5261-07-01	POSTAGE	1,177	1,000	750	1,100
01-5290-07-01	EXPENDABLE SUPPLIES	-	-	30	500
01-5298-07-01	VICTUALS BEVERAGES & GROCERY	-	50	300	-
01-5440-07-01	OFFICE EQUIP	17,354	17,000	17,000	4,000
01-5445-07-01	SOFTWARE	494	-	700	19,000
01-5501-07-01	ADVERTISING	63	-	-	-
01-5510-07-01	ASSOC DUES/PUBLICATICATIONS	1,199	650	653	1,497
01-5525-07-01	TRAINING/SEMINARS	1,080	2,350	3,402	3,250
01-5567-07-01	AUDIT SERVICES	48,250	62,500	65,000	72,000
01-5570-07-01	SPECIAL SERVICES	127,879	46,465	70,000	35,000
01-5575-07-01	EQUIPMENT RENTAL	3,875	3,300	3,300	3,500
01-5578-07-01	TRAVEL	1,456	3,000	2,320	3,000
01-5585-07-01	TELEPHONE SERVICES	1,017	450	1,800	900
01-5587-07-01	APPRAISAL SERVICES	-	33,535	33,535	36,000
01-5884-07-01	FINES AND PENALTIES	-	-	16,500	9,000
TOTAL OPERATIONS		\$ 208,573	\$ 172,200	\$ 218,616	\$ 192,147

TOTAL FINANCE		\$ 477,054	\$ 511,396	\$ 476,061	\$ 597,958
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DEPARTMENT OUTLINE: POLICE

Chief: Michael Holguin, MBA

Capital Expenditure Requests and New Programs

- Within this budget:
 - Two new Ford Explorers and related equipment
 - Ten pepper ball launchers
 - Twenty new tasers
- Not included in this budget:
 - Two additional patrol officers and corresponding equipment
 - One new Ford Explorer and related equipment
 - Five Flock license plate reader cameras

GENERAL FUND EXPENDITURES BY DEPARTMENT

09 POLICE OPERATIONS

Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
Personnel		2,378,614	2,415,200	2,396,786	2,514,274
Operations		774,507	1,067,834	1,114,361	1,129,498
TOTAL POLICE		\$ 3,153,121	\$ 3,483,034	\$ 3,511,147	\$ 3,643,772

Positions

POLICE CHIEF	1.0	1.0	1.0	1.0
POLICE CAPTAIN	1.0	1.0	1.0	1.0
SERGEANT	3.0	3.0	3.0	4.0
CORPORAL	1.0	1.0	1.0	4.0
DETECTIVE	2.0	2.0	2.0	2.0
OFFICER	8.0	8.0	9.0	7.0
COMMUNITY ENGAGEMENT OFFICER				1.0
AUTO THEFT TASK FORCE OFFICER	1.0	1.0	1.0	1.0
DEA TASK FORCE OFFICER	1.0	1.0	1.0	1.0
SCHOOL RESOURCE OFFICER	2.0	2.0	2.0	2.0
RESERVE POLICE OFFICER (NON-PAID)	1.0	1.0	2.0	1.0
ANIMAL CONTROL OFFICER	1.0	1.0	1.0	1.0
EVIDENCE/RECORDS CLERK	1.0	1.0	1.0	1.0
ADMINISTRATIVE ASSISTANT	1.0	1.0	1.0	1.0
TOTAL POLICE POSITIONS	24.00	24.00	26.00	28.0

Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
01-5101-09-01	SALARIES	1,531,680	1,588,194	1,560,223	1,663,793
01-5107-09-01	OVERTIME	100,723	96,664	44,968	56,000
01-5109-09-01	TEMPORARY/PART-TIME	673	-	-	-
01-5112-09-01	ASSIGNMENT PAY	4,698	2,800	4,377	5,000
01-5113-09-01	INCENTIVE PAY	31,731	33,117	40,112	42,000
01-5114-09-01	LONGEVITY PAY	22,022	17,872	15,022	13,546
01-5115-09-01	RETIREMENT	238,958	233,306	252,488	254,232
01-5117-09-01	FICA	125,926	120,806	122,873	136,196
01-5118-09-01	MEDICAL INSURANCE	119,555	123,937	150,034	129,419
01-5120-09-01	LIFE INSURANCE	7,201	12,809	10,926	12,018
01-5121-09-01	DENTAL INSURANCE	7,043	6,473	7,938	8,247
01-5122-09-01	VISION INSURANCE	1,008	976	1,062	1,130
01-5126-09-01	DISABILITY	229	-	1,875	2,017
01-5101-09-02	SALARIES	135,260	131,019	138,206	144,910
01-5107-09-02	OVERTIME	7,977	5,241	1,761	
01-5114-09-02	LONGEVITY PAY	304	738	584	560
01-5115-09-02	RETIREMENT	20,286	19,247	21,574	20,773
01-5117-09-02	FICA	10,824	9,966	10,624	11,128
01-5118-09-02	MEDICAL INSURANCE	10,895	10,478	10,062	11,027
01-5120-09-02	LIFE INSURANCE	721	756	1,132	1,245
01-5121-09-02	DENTAL INSURANCE	762	700	672	735
01-5122-09-02	VISION INSURANCE	123	103	99	103
01-5126-09-02	DISABILITY	18	-	176	193
TOTAL PERSONNEL		\$ 2,378,614	\$ 2,415,200	\$ 2,396,786	\$ 2,514,274

GENERAL FUND EXPENDITURES BY DEPARTMENT

09 POLICE OPERATIONS

Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
01-5220-09-01	UNIFORMS	29,985	30,098	28,000	25,000
01-5230-09-01	CLEANING SUPPLIES	562	300	340	600
01-5240-09-01	PRINTED SUPPLIES	5,666	4,813	5,000	5,000
01-5260-09-01	GENERAL OFFICE SUPPLIES	6,129	3,844	4,644	3,000
01-5261-09-01	POSTAGE	488	582	400	500
01-5280-09-01	MINOR EQUIP/SMALL TOOLS<\$5K	20,384	21,010	19,900	20,200
01-5285-09-01	FUEL	54,616	50,000	48,000	54,000
01-5289-09-01	MEDICAL SUPPLY AND EQUIPMENT	912	218	1,222	1,000
01-5290-09-01	EXPENDABLE SUPPLIES	4,283	3,818	2,800	3,300
01-5291-09-01	GRANT FUNDED SUPPLIES	30,335	5,000	59,578	
01-5298-09-01	VICTUALS BEVERAGES & GROCERY	625	2,000	2,825	2,000
01-5403-09-01	BUILDING MAINTENANCE	39,277	45,988	34,000	32,000
01-5420-09-01	MACHINERY/TOOL MAINTENANCE		5,000	5,000	5,000
01-5430-09-01	MOTOR VEHICLE MAINTENANCE	45,499	20,898	45,000	45,000
01-5440-09-01	OFFICE EQUIP	11,207	11,278	10,000	8,000
01-5460-09-01	RADIO MAINTENANCE	17,243	35,000	35,000	35,000
01-5501-09-01	ADVERTISING	285	427	427	500
01-5510-09-01	ASSOC DUES/PUBLICATIONS	2,399	1,556	1,500	2,000
01-5517-09-01	FIREARMS TRAINING	3,825	1,675	2,000	3,800
01-5525-09-01	TRAINING/SEMINARS	3,390	8,000	7,000	8,000
01-5530-09-01	ELECTRIC SERVICES	12,264	10,867	10,800	10,000
01-5535-09-01	GAS SERVICES	1,966	2,364	2,300	2,300
01-5564-09-01	COMMUNITY RELATIONS	2,846	1,441	3,200	3,500
01-5570-09-01	SPECIAL SERVICES	40,090	30,882	60,000	30,000
01-5575-09-01	EQUIPMENT RENTAL	5,358	4,693	4,000	4,000
01-5578-09-01	TRAVEL	1,595	1,897	2,900	2,000
01-5583-09-01	ANIMAL CONTROL	15,481	14,391	34,000	15,000
01-5585-09-01	TELEPHONE SERVICES	20,184	18,901	25,365	25,000
01-5589-09-01	JANITORIAL SERVICES	802	-	-	
01-5590-09-01	WATER/SEWER SERVICES	4,547	4,855	4,800	5,500
01-5598-09-01	INTERGOV- CITY OF MAN	392,263	432,860	432,860	520,000
01-5870-09-01	OTHER EQUIPMENT	-	221,000	186,500	218,598
01-5910-09-01	FIRE & POLICE VEHICLES	-	72,178	35,000	39,700
TOTAL OPERATIONS		\$ 774,507	\$ 1,067,834	\$ 1,114,361	\$ 1,129,498
TOTAL POLICE		\$ 3,153,121	\$ 3,483,034	\$ 3,511,147	\$ 3,643,772

DEPARTMENT OUTLINE: FIRE

Chief: James Brown

Capital Expenditure Requests and New Programs

- Not included in this budget:
 - Modification to step plan for employee wages

GENERAL FUND EXPENDITURES BY DEPARTMENT

10 FIRE

Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
Personnel		2,164,897	2,185,668	2,199,871	2,478,043
Operations		387,163	1,337,250	394,725	325,962
TOTAL FIRE		\$ 2,552,059	\$ 3,522,918	\$ 2,594,596	\$ 2,804,005

Positions

Fire Chief	1.0	1.0	1.0	1.0
Fire Marshal	-	1.00	1.00	1.0
Administrative Assistance	1.00	1.00	1.00	1.0
Fire Lieutenant	3.0	3.0	3.0	3.0
Driver Engineers	3.0	3.0	3.0	3.0
Firefighter / Paramedics	12.0	12.0	12.0	12.0
TOTAL FIRE POSITIONS	20.00	21.00	21.00	21.00

Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
01-5101-10-00	SALARIES	1,351,853	1,393,490	1,413,913	1,580,262
01-5107-10-00	OVERTIME	111,244	125,414	63,191	115,000
01-5108-10-00	FLSA OVERTIME	161,435	167,219	148,341	162,000
01-5112-10-00	ASSIGNMENT PAY	5,943	6,225	3,847	5,000
01-5113-10-00	INCENTIVE PAY	33,033	28,270	37,538	40,000
01-5114-10-00	LONGEVITY PAY	10,782	11,250	9,542	14,116
01-5115-10-00	RETIREMENT	236,470	204,704	253,179	273,659
01-5117-10-00	FICA	123,979	105,996	124,126	146,603
01-5118-10-00	MEDICAL INSURANCE	115,216	127,384	130,811	122,696
01-5120-10-00	LIFE INSURANCE	6,758	7,793	7,432	8,175
01-5121-10-00	DENTAL INSURANCE	6,923	6,948	5,237	7,623
01-5122-10-00	VISION INSURANCE	1,082	976	1,001	1,027
01-5126-10-00	DISABILITY	178	-	1,710	1,881
TOTAL PERSONNEL		\$ 2,164,897	\$ 2,185,668	\$ 2,199,871	\$ 2,478,043

GENERAL FUND EXPENDITURES BY DEPARTMENT					
10 FIRE					
Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
01-5220-10-00	UNIFORMS	7,916	11,000	11,000	1,000
01-5225-10-00	LIFE SAFETY EQUIPMENT	15,464	15,000	15,000	15,000
01-5230-10-00	CLEANING SUPPLIES	1,342	2,250	2,000	2,250
01-5240-10-00	PRINTED SUPPLIES	439	1,200	3,000	3,000
01-5260-10-00	GENERAL OFFICE SUPPLIES	881	1,200	3,200	3,000
01-5261-10-00	POSTAGE	32	100	75	100
01-5280-10-00	MINOR EQUIP/SMALL TOOLS <\$5K	4,473	12,000	12,000	12,000
01-5285-10-00	FUEL	20,845	17,000	15,000	1,000
01-5288-10-00	EMS SUPPLIES	26,479	30,000	30,000	30,000
01-5290-10-00	EXPENDABLE SUPPLIES	3,907	3,000	5,000	5,000
01-5291-10-00	GRANT FUNDED SUPPLIES	48,810	810,000	80,000	
01-5297-10-00	FIRE OPERATIONS EXPENDABLE SUPPLI	4,339	6,000	5,500	6,000
01-5298-10-00	VICTUALS BEVERAGES & GROCERY	435	2,000	2,000	2,000
01-5403-10-00	BUILDING MAINTENANCE	29,867	45,000	32,000	5,000
01-5420-10-00	MACHINERY/TOOL MAINTENANCE	10,658	18,000	18,000	1,000
01-5430-10-00	MOTOR VEHICLE MAINTENANCE	59,302	45,000	45,000	5,000
01-5440-10-00	OFFICE EQUIP/SOFTWARE	10,558	12,000	12,000	14,000
01-5460-10-00	RADIO MAINTENANCE	5,507	9,000	9,000	9,000
01-5510-10-00	ASSOC DUES/PUBLICATIONS	3,058	5,500	4,500	500
01-5525-10-00	TRAINING/SEMINARS	22,098	18,000	18,000	20,000
01-5527-10-00	PUBLIC SAFETY EDUCATION	2,326	2,500	3,000	3,500
01-5530-10-00	ELECTRIC SERVICES	7,864	9,500	8,000	500
01-5535-10-00	GAS SERVICES	2,916	3,500	3,700	250
01-5570-10-00	SPECIAL SERVICES	39,946	50,000	250	1,000
01-5575-10-00	EQUIPMENT RENTAL	6,394	5,500	5,500	5,000
01-5578-10-00	TRAVEL	1,703	3,000	3,000	4,000
01-5585-10-00	TELEPHONE SERVICES	2,785	3,500	2,500	4,500
01-5590-10-00	WATER/SEWER SERVICES	3,489	3,500	3,500	3,500
01-5840-00-00	OTHER EQUIPMENT	-	25,000	25,000	
01-5861-10-00	MOTOR VEHICLES	-	150,000	-	168,862
01-5870-10-00	OTHER EQUIPMENT	38,945	18,000	18,000	
01-5570-10-02	SPECIAL SERVICES	4,384	-		
TOTAL OPERATIONS		\$ 387,163	\$ 1,337,250	\$ 394,725	\$ 325,962
TOTAL FIRE		\$ 2,552,059	\$ 3,522,918	\$ 2,594,596	\$ 2,804,005

DEPARTMENT OUTLINE: COMMUNITY DEVELOPMENT

Director: Nathan Gonzales

Capital Expenditure Requests and New Programs

- Incentive program for employees who gain certifications/qualifications within their role
- One new vehicles (single-cab truck)

GENERAL FUND EXPENDITURES BY DEPARTMENT

12 COMMUNITY DEVELOPMENT

Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
Personnel		136,492	328,558	220,966	317,562
Operations		395,489	324,947	292,019	382,250
TOTAL COMMUNITY DEVELOPMENT		\$ 531,981	\$ 653,505	\$ 512,984	\$ 699,812

Positions

Director	1.0	1.0	1.0	1.0
Building Inspector	1.0	1.0	1.0	1.0
Planning Technician	1.0	1.0	1.0	1.0
Permit Clerk	1.0	1.0	1.0	1.0
TOTAL POSITIONS	4.00	4.00	4.00	4.00

Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
01-5101-12-01	SALARIES	82,546	239,424	126,656	234,830
01-5107-12-01	OVERTIME	1,067	9,577	317	500
01-5109-12-01	TEMPORARY/PART-TIME	16,901	-	40,025	-
01-5113-12-01	INCENTIVE PAY	-	-	-	6,000
01-5114-12-01	LONGEVITY PAY	2,060	-	-	144
01-5115-12-01	RETIREMENT	14,512	35,171	24,815	33,626
01-5117-12-01	FICA	7,648	18,212	12,543	18,014
01-5118-12-01	MEDICAL INSURANCE	10,518	24,071	14,708	22,011
01-5120-12-01	LIFE INSURANCE	629	843	827	910
01-5121-12-01	DENTAL INSURANCE	532	1,106	921	1,322
01-5122-12-01	VISION INSURANCE	56	154	152	205
01-5126-12-01	DISABILITY	21	-	63	75
TOTAL PERSONNEL		\$ 136,492	\$ 328,558	\$ 220,966	\$ 317,562

Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
01-5220-12-01	UNIFORMS	434	500	1,377	1,000
01-5240-12-01	PRINTED SUPPLIES	99	50	200	500
01-5260-12-01	GENERAL OFFICE SUPPLIES	1,046	250	1,367	1,500
01-5261-12-01	POSTAGE	603	600	150	600
01-5280-12-01	MINOR EQUIP/SMALL TOOLS<\$5K	-	-	2,000	5,000
01-5285-12-01	FUEL	558	1,500	750	1,500
01-5290-12-01	EXPENDABLE SUPPLIES	204	-	-	250
01-5298-12-01	VICTUALS BEVERAGES & GROCERY	-	50	50	150
01-5430-12-01	MOTOR VEHICLE MAINTENANCE	3,797	750	300	750
01-5440-12-01	OFFICE EQUIP/SOFTWARE	2,205	25,000	20,000	15,000
01-5501-12-01	ADVERTISING	635	2,000	1,500	2,000
01-5510-12-01	ASSOC DUES/PUBLICATIONS	1,958	1,500	1,375	1,500
01-5525-12-01	TRAINING/SEMINARS	-	2,000	2,000	5,000
01-5570-12-01	SPECIAL SERVICES	177,092	145,000	115,000	100,000
01-5572-12-01	CODE ENFORCEMENT SERVICES	2,869	5,000	1,500	5,000
01-5574-12-01	FILING FEES	40	100	250	500
01-5575-12-01	EQUIPMENT RENTAL	4,110	4,500	4,500	4,500
01-5576-12-01	STRATEGIC PLANNING	12,601	35,000	8,000	100,000
01-5578-12-01	TRAVEL	3	-	200	1,000
01-5580-12-01	ENGINEERING SERVICES	185,751	100,000	130,000	100,000
01-5585-12-01	TELEPHONE SERVICES	1,484	1,147	1,500	1,500
01-5861-12-01	MOTOR VEHICLES	-	-	-	35,000
TOTAL OPERATIONS		\$ 395,489	\$ 324,947	\$ 292,019	\$ 382,250

TOTAL COMMUNITY DEVELOPMENT		\$ 531,981	\$ 653,505	\$ 512,984	\$ 699,812
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DEPARTMENT OUTLINE: SENIOR CITIZEN CENTER

Director: Elizabeth Partridge

Capital Expenditure Requests and New Programs

- Not included in this budget:
 - New flooring

GENERAL FUND EXPENDITURES BY DEPARTMENT

16 SENIOR CENTER

Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
Personnel		-	-		
Operations		31,758	57,716	52,650	53,172
TOTAL SENIOR CENTER		\$ 31,758	\$ 57,716	\$ 52,650	\$ 53,172

Positions

				52,650.0	53,172.4
TOTAL POSITIONS		-	-	52,650.00	53,172.38

Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
01-5260-16-00	GENERAL OFFICE SUPPLIES	-	-	50	100
01-5290-17-00	EXPENDABLE SUPPLIES				6,000
01-5285-16-00	FUEL	-	100	-	-
01-5298-16-00	VICTUALS BEVERAGES & GROCERY	2,093	1,000	1,000	-
01-5403-16-00	BUILDING MAINTENANCE	11,456	17,950	17,500	6,000
01-5430-16-00	MOTOR VEHICLE MAINTENANCE	784	1,000	-	-
01-5440-16-00	OFFICE EQUIP/SOFTWARE	3,529	350	600	400
01-5530-16-00	ELECTRIC SERVICES	4,057	6,105	3,600	4,000
01-5535-16-00	GAS SERVICES	1,684	2,725	1,500	1,852
01-5564-18-00	COMMUNITY RELATIONS				1,000
01-5570-16-00	SPECIAL SERVICES	3,840	25,600	25,600	22,000
01-5575-16-00	EQUIPMENT RENTAL	1,113	1,136		
01-5589-16-00	JANITORIAL SERVICES	1,010	-	-	8,820
01-5590-16-00	WATER/SEWER SERVICES	2,191	1,750	2,800	3,000
TOTAL OPERATIONS		\$ 31,758	\$ 57,716	\$ 52,650	\$ 53,172

TOTAL SENIOR CENTER		\$ 31,758	\$ 57,716	\$ 52,650	\$ 53,172
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DEPARTMENT OUTLINE: LIBRARY

Director: Elizabeth Partridge

Capital Expenditure Requests and New Programs

- Included in this budget:
 - New carpet for Library
 - Projector for the Community Room
- Additional employee that will share time with Communications and the EDC
- Not included in this budget:
 - Painting of Library and Community Room
 - Reduction to \$5K for supplies
 - Sound system for Community Room

GENERAL FUND EXPENDITURES BY DEPARTMENT

17 LIBRARY

Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
Personnel		184,955	257,965	265,746	426,173
Operations		100,450	107,234	100,342	117,514
TOTAL LIBRARY		\$ 285,405	\$ 365,199	\$ 366,088	\$ 543,687

Positions

Director	1.0	1.0	1.0	1.0
Library Clerk	2.0	3.0	3.0	3.0
Library/Communications Clerk				1.0
TOTAL POSITIONS	3.00	4.00	4.00	5.00

Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
01-5101-17-00	SALARIES	97,705	151,373	162,105	279,696
01-5107-17-00	OVERTIME	1,838	3,027	333	500
01-5109-17-00	TEMPORARY/PART-TIME	36,296	44,120	33,884	42,000
01-5114-17-00	LONGEVITY PAY	4,038	3,844	3,600	3,986
01-5115-17-00	RETIREMENT	17,264	28,718	28,344	40,581
01-5117-17-00	FICA	10,451	14,870	14,969	21,740
01-5118-17-00	MEDICAL INSURANCE	15,801	10,478	19,789	34,264
01-5120-17-00	LIFE INSURANCE	455	750	1,298	1,428
01-5121-17-00	DENTAL INSURANCE	925	630	1,052	1,530
01-5122-17-00	VISION INSURANCE	164	154	152	205
01-5126-17-00	DISABILITY	18	-	220	242
TOTAL PERSONNEL		\$ 184,955	\$ 257,965	\$ 265,746	\$ 426,173

Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
01-5230-17-00	CLEANING SUPPLIES	123	50	50	-
01-5240-17-00	PRINTED SUPPLIES	120	50	-	-
01-5260-17-00	GENERAL OFFICE SUPPLIES	(156)	200	200	300
01-5261-17-00	POSTAGE	383	250	300	400
01-5280-17-00	MINOR EQUIP/SMALL TOOLS<\$5K	495	500	479	
01-5290-17-00	EXPENDABLE SUPPLIES	3,429	4,190	4,190	6,000
01-5292-17-00	LIBRARY PROCESSING SUPPLIES	462	-	200	-
01-5293-17-00	LIBRARY GRANT EXPEND	-	-		
01-5294-17-00	LIBRARY BOOK-CITY FUND	15,426	25,000	15,000	20,000
01-5298-17-00	VICTUALS BEVERAGES & GROCERY	24	100	100	-
01-5403-17-00	BUILDING MAINTENANCE	43,084	42,500	42,500	34,500
01-5455-18-00	SOFTWARE MAINT				12,000
01-5440-17-00	OFFICE EQUIP	13,034	7,500	11,000	2,500
01-5510-17-00	ASSOC DUES/PUBLICATIONS	921	1,300	1,200	1,500
01-5525-17-00	TRAINING/SEMINARS	-	2,000	1,000	2,500
01-5530-17-00	ELECTRIC SERVICES	6,701	6,514	6,514	6,840
01-5535-17-00	GAS SERVICES	1,624	1,700	1,709	2,000
01-5564-18-00	COMMUNITY RELATIONS				5,000
01-5570-17-00	SPECIAL SERVICES	5,817	7,000	7,000	3,000
01-5575-17-00	EQUIPMENT RENTAL	1,761	1,728	3,300	3,900
01-5578-17-00	TRAVEL	-	2,000	-	2,500
01-5585-17-00	TELEPHONE SERVICES	1,351	1,152	1,900	2,200
01-5589-17-00	JANITORIAL SERVICES	692	-	-	8,304
01-5590-17-00	WATER/SEWER SERVICES	5,159	3,500	3,700	4,070
TOTAL OPERATIONS		\$ 100,450	\$ 107,234	\$ 100,342	\$ 117,514

TOTAL LIBRARY		\$ 285,405	\$ 365,199	\$ 366,088	\$ 543,687
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DEPARTMENT OUTLINE: COMMUNICATIONS

Director: Elizabeth Partridge

Capital Expenditure Requests and New Programs

- New department

GENERAL FUND EXPENDITURES BY DEPARTMENT					
18 COMMUNICATIONS					
Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
Personnel		-	-		
Operations		-	-		31,100
TOTAL COMMUNICATIONS		\$ -	\$ -	\$ -	\$ 31,100

Positions					
				-	31,100.0
TOTAL POSITIONS		-	-	-	31,100.00

Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
01-5260-18-00	GENERAL OFFICE SUPPLIES	-	-	-	100
01-5261-18-00	POSTAGE	-	-	-	
01-5290-18-00	EXPENDABLE SUPPLIES	-	-	-	1,000
01-5455-18-00	SOFTWARE	-	-	-	12,000
01-5501-18-00	ADVERTISING	-	-	-	2,000
01-5510-18-00	ASSOC DUES/PUBLICATIONS	-	-	-	500
01-5525-18-00	TRAINING/SEMINARS	-	-	-	1,000
01-5564-18-00	COMMUNITY RELATIONS	-	-	-	10,000
01-5570-18-00	SPECIAL SERVICES	-	-	-	3,000
01-5571-18-00	SPECIAL EVENTS	-	-	-	
01-5578-18-00	TRAVEL	-	-	-	1,500
		-	-	-	
TOTAL OPERATIONS		\$ -	\$ -	\$ -	\$ 31,100
TOTAL COMMUNICATIONS		\$ -	\$ -	\$ -	\$ 31,100

DEPARTMENT OUTLINE: NONDEPARTMENTAL

Capital Expenditure Requests and New Programs

- Not included in this budget, approximate cost shown:
 - Citywide camera system \$514,420
 - Cloud based storage \$46,796
 - Ten Stalker PMG 12" signs \$57,801

GENERAL FUND EXPENDITURES BY DEPARTMENT

90 NON-DEPARTMENTAL

Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
Personnel		-	-	-	-
Operations		814,747	622,577	516,901	541,667
TOTAL NON-DEPARTMENTAL		\$ 814,747	\$ 622,577	\$ 516,901	\$ 541,667

Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
01-5116-90-00	UNEMPLOYMENT INSURANCE	20,929	28,988	23,000	27,000
01-5119-90-00	WORKERS' COMPENSATION	119,722	188,563	140,000	139,667
01-5123-90-00	HEALTH ADMIN FEES	18,401	61,273	53,000	60,000
01-5190-90-00	VACATION/SICK/TERM/L	6	-	-	-
01-5440-90-00	OFFICE EQUIP	3,557	3,187	2,340	3,000
01-5540-90-00	INSURANCE-AUTO	46,575	73,356	65,000	67,000
01-5545-90-00	INSURANCE-PROPERTY	27,105	42,690	29,000	32,000
01-5550-90-00	INSURANCE-GENERAL LIABILITY	10,384	16,355	12,000	15,000
01-5560-90-00	INSURANCE-LAW ENFORCEMENT	11,826	18,625	13,000	15,000
01-5568-90-00	NETWORK/COMPUTER LIC	2,640	-	-	-
01-5569-90-00	IT SUPPORT	118,965	150,000	129,870	130,000
01-5570-90-00	SPECIAL SERVICES	235,102	14,000	20,842	21,000
01-5585-90-00	TELEPHONE SERVICES	5,826	5,539	10,229	12,000
01-5586-90-00	INTERNET	2,171	-	-	-
01-5690-90-00	MISC. EXPEND	9,019	-	-	-
01-5870-90-00	OTHER EQUIPMENT	-	20,000	18,619	20,000
TOTAL OPERATIONS		\$ 632,226	\$ 622,577	\$ 516,901	\$ 541,667

TOTAL NON-DEPARTMENTAL		\$ 632,226	\$ 622,577	\$ 516,901	\$ 541,667
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90 NON-DEPARTMENTAL - TRANSFERS OUT

Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
01-5705-90-00	TRANSFER OUT- CAP REPLACEMENT	182,521	120,000	120,000	120,000
01-5498-90-00	INCREMENTAL PROPERTY TAX	-	155,593	159,158	160,000
TOTAL TRANSFERS OUT		\$ 182,521	\$ 275,593	\$ 279,158	\$ 280,000



Debt Service Funds

Fund 02 DEBT SERVICE					
Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
I&S Tax Rate/\$100 Valuation		0.191399	0.191399	0.191399	0.196917
Taxable Valuation		848,609,784	948,012,532		1,174,395,219
Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
02-4001-00-00	PROPERTY TAX-CURRENT	1,663,796	1,299,118	1,359,288	2,312,584
02-4011-00-00	PROPERTY TAX-DELINQUENT	16,098	12,991	6,300	6,300
02-4041-00-00	PROPERTY TAX-PENALTY	8,586	5,586	6,062	6,100
02-4401-00-00	INVESTMENT INCOME	5,452	49,931	21,216	22,000
02-4902-00-00	PROCEEDS-DEBT/LOAN				
TOTAL REVENUES		\$ 1,693,932	\$ 1,367,627	\$ 1,392,866	\$ 2,346,984
Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
02-5602-01-00	ENTERPRISE LEASE STREETS	120,413	126,588	126,588	129,675
02-5606-01-00	2016 3.72M REFUNDING	356,000	365,000	365,000	375,000
02-5607-01-00	2016 3.72M REFUNDING	41,528	35,039	35,039	28,416
02-5612-01-00	2007 \$4.365M GO RFND	12,564	7,661	7,661	2,574
02-5621-01-00	BANK FEES / PAYING AGENT FEES	112	600	600	600
02-5622-01-00	ARBITRAGE/DISCLOSURE	2,250	2,500	2,500	2,500
02-5625-01-00	ISSUANCE COSTS	-	-	-	-
02-5626-01-00	PMT TO ESCROW AGENT	-	-	-	-
02-5643-01-00	2007 \$1.2M TAX BOND-INTEREST	21,000	12,800	12,800	4,300
02-5644-01-00	2007 \$1.2M TAX BOND-PRINCIPAL	200,000	210,000	210,000	215,000
02-5650-01-00	2011 \$3.26M CO-PRINC	-	-		-
02-5653-01-00	2019 \$2.0M TAX NOTES	275,000	370,000	370,000	375,000
02-5654-01-00	2019 \$2.0M TAX NOTES	31,683	25,555	14,535	18,430
02-5655-01-00	2020A \$1.54M GO RFND	145,000	145,000	145,000	150,000
02-5656-01-00	2020A \$1.54M GO RFND	17,854	16,135	16,135	14,335
02-5657-01-00	2021 \$6.0M CO-PRINCIPAL	310,000	215,000	215,000	185,000
02-5658-01-00	2021 \$6.0M CO - INTEREST	116,542	140,550	140,550	132,550
02-5659-01-00	2020 1.26M GO REFUND	20,941	-	-	-
02-5660-01-00	2020 1.26M GO REFUND	120,000	-	-	-
TBD	2023 \$2.4MM C/O - INTEREST	-	-	-	107,888
TBD	2023 \$2.4MM C/O - PRINCIPAL	-	-	-	5,000
TBD	2023 \$15MM C/O - INTEREST	-	-	-	671,625
TBD	2023 \$15MM C/O - PRINCIPAL	-	-	-	150,000
TOTAL EXPENDITURES		\$ 1,790,886	\$ 1,672,427	\$ 1,661,408	\$ 2,567,893
TOTAL REVENUES OVER (UNDER) EXPENDITURES		\$ (96,954)	\$ (304,800)	\$ (268,541)	\$ (220,909)
02-4915-00-00	TRANSFER IN-EDC FUND	140,941	-		-
TBD	TRANSFER IN-TIRZ				228,229
02-4960-00-00	TRANSFER IN-PROJECTS	106,501	104,800	104,800	
TOTAL OTHER FINANCING SOURCES (USES)		\$ 247,442	\$ 104,800	\$ 104,800	\$ 228,229
NET CHANGE IN FUND BALANCE		\$ 150,488	\$ (200,000)	\$ (163,741)	\$ 7,320
BEGINNING FUND BALANCE — OCT 1		\$ 687,654	\$ 838,142	\$ 838,142	\$ 674,400
ENDING FUND BALANCE — SEPT 30		\$ 838,142	\$ 638,141	\$ 674,400	\$ 681,720



Utility Funds

FUND 7 STORMWATER					
Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
07-4201-00-00	DRAINAGE FEES	275,216	268,689	268,689	270,000
07-4401-00-00	INVESTMENT INCOME	3,765	1,000	2,850	2,850
TOTAL REVENUES		\$ 278,981	\$ 269,689	\$ 271,539	\$ 272,850

Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
07-5510-01-00	ASSOC DUES/PUBLICATIONS	1,500	1,500	2,668	3,000
07-5570-01-00-	SPECIAL SERVICES	18,750	-		
07-5574-01-00	FILING FEES	100	-	100	100
07-5580-01-00	ENGINEERING SERVICES	22,851	20,000	10,000	15,000
07-5598-01-00	ADMIN CHARGE - STREET	19,995	56,124	56,124	68,387
07-5637-90-00	DEPRECIATION EXPENSE	20,300	-	-	-
TOTAL EXPENDITURES		\$ 83,496	\$ 77,624	\$ 68,892	\$ 86,487

TOTAL REVENUES OVER (UNDER) EXPENDITURES		\$ 195,485	\$ 192,066	\$ 202,647	\$ 186,363
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Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
07-4912-00-00	TRANSFER IN-W/S FUND	83,334	-		
07-5701-00-00	TRANSFER OUT GENERAL FUND	-	(132,597)	(132,597)	(141,869)
TOTAL OTHER FINANCING SOURCES (USES)		\$ 83,334	\$ (132,597)	\$ (132,597)	\$ (141,869)

NET CHANGE IN FUND BALANCE		\$ 278,819	\$ 59,469	\$ 70,050	\$ 44,494
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BEGINNING FUND BALANCE — OCT 1		\$ 397,575	\$ 676,394	\$ 676,394	\$ 746,444
ENDING FUND BALANCE — SEPT 30		\$ 676,394	\$ 735,863	\$ 746,444	\$ 790,938

FUND 10 WATER/SEWER					
Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
10-4010-00-00	WATER SERVICE	2,753,116	2,419,578	2,819,578	2,875,970
10-4020-00-00	SEWER SERVICE	1,653,682	1,603,875	1,678,875	1,712,453
10-4050-00-00	ADMINISTRATIVE FEES	-	-	-	
10-4060-00-00	WATER TAP FEES	4,816	4,595	-	
10-4061-00-00	METER PURCHASE/INSTALATION	15,411	4,192	5,347	5,500
10-4070-00-00	SEWER TAP FEES	-	2,033	-	-
10-4071-00-00	ENGINEER REVIEW FEES	4,263	7,038	-	-
10-4074-00-00	SANITATION BILLING FEES	14,856	17,833	1,002	1,000
10-4076-00-00	OTHER FEES-WATER/SEWER	-	2,282	-	
10-4081-00-00	SALES TAX	137	128	27	35
10-4082-00-00	ARLINGTON OPERATOR COST	322,662	287,681	154,131	165,000
10-4401-00-00	INVESTMENT INCOME	27,979	9,945	262,670	262,670
10-4409-00-00	MISCELLANEOUS INCOME	-	-	11,710	-
10-4485-00-00	EQUIPMENT SALE GAIN (LOSS)	(542,889)			-
TBD	2023 C/O SERIES A			15,000,000	-
TOTAL REVENUES		\$ 4,254,031	\$ 4,359,179	\$ 19,933,340	\$ 5,022,628

Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
	UTILITY BILLING	1,344,264	1,630,355	1,325,532	1,450,700
	OPERATIONS	2,673,902	1,479,758	2,037,498	2,172,320
	DEBT SERVICE	51,468	293,930	293,931	295,312
	CAPITAL PROJECTS	10,640	448,800	265,000	8,315,000
	NON-DEPARTMENTAL	574,747	26,580	92,354	73,000
TOTAL EXPENDITURES		\$ 4,655,020	\$ 3,879,424	\$ 4,014,314	\$ 12,306,332

TOTAL REVENUES OVER (UNDER) EXPENDITURES		\$ (400,989)	\$ 479,757	\$ 15,919,025	\$ (7,283,704)
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Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
10-4963-00-00	TRANSFER IN-WATER IMPACT	-	30,000	30,000	30,000
10-4964-00-00	TRANSFER IN-SEWER IMPACT	60,000	60,000	60,000	60,000
10-4965-00-00	TRANSFER IN-ROADWAY	127,525	97,525	97,525	97,525
10-5595-90-00	ADMIN CHARGE – GENERAL FUND	(433,427)	(530,389)	(530,389)	(563,955)
10-5596-90-00	PAYMENT IN LIEU OF	(390,084)	(140,310)	(140,310)	(140,310)
10-5707-00-00	TRANSFER OUT - STORM	(83,334)	-	-	-
TOTAL OTHER FINANCING SOURCES (USES)		\$ (719,320)	\$ (483,174)	\$ (483,174)	\$ (516,740)

NET CHANGE IN FUND BALANCE		\$ (1,120,309)	\$ (3,417)	\$ 15,435,852	\$ (7,800,444)
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BEGINNING FUND BALANCE — OCT 1		\$ 3,444,589	\$ 2,324,280	\$ 2,324,280	\$ 17,760,132
ENDING FUND BALANCE — SEPT 30		\$ 2,324,280	\$ 2,320,863	\$ 17,760,132	\$ 9,959,688

FUND 10 / DEPARTMENT 01 UTILITY BILLING					
Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
10-5240-01-01	PRINTED SUPPLIES	-	58	-	-
10-5440-01-01	OFFICE EQUIP	4,268	6,900	4,242	4,500
10-5570-01-01	SPECIAL SERVICES	115,164	95,000	106,646	95,000
10-5575-01-01	EQUIPMENT RENTAL	1,728	2,176	1,200	1,200
10-5591-01-01	TRASH/DISPOSAL/DUMP SERVICES	4,410	4,600	-	-
10-5592-01-01	INTERGOV-FORT WORTH SEWER	17,709	18,792	22,952	25,000
10-5594-01-01	INTERGOV-ARLINGTON SEWER	678,697	1,200,000	725,178	800,000
10-5595-01-01	ADMIN CHARGE – GENERAL FUND	1,887	2,830	2,830	-
10-5597-01-01	INTERGOV-FORT WORTH WATER	190,585	150,000	250,225	275,000
10-5598-01-01	INTERGOV-ARLINGTON WATER	329,816	150,000	212,259	250,000
TOTAL UTILITY BILLING		\$ 1,344,264	\$ 1,630,355	\$ 1,325,532	\$ 1,450,700

FUND 10 / DEPARTMENT 02 INTERLOCAL AGREEMENT CITY OF ARLINGTON					
Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
10-5403-01-02	BUILDING MAINTENANCE	55	13,800	150	1,000
10-5440-01-02	OFFICE EQUIP	1,121	1,593	250	300
10-5530-01-02	ELECTRIC SERVICES	170,297	175,000	164,285	170,000
10-5535-01-02	GAS SERVICES	658	920	-	-
10-5570-01-02	SPECIAL SERVICES	68,361	23,018	30,052	150,000
10-5575-01-02	EQUIPMENT RENTAL	-	3,902	-	-
10-5580-01-02	ENGINEERING SERVICES	14,270	57,500	4,613	5,000
10-5585-01-02	TELEPHONE SERVICES	579	575	755	850
10-5590-01-02	WATER/SEWER SERVICES	2,576	3,450	4,405	5,000
10-5593-01-02	INTERGOV-TARRANT COU	-	-	-	-
10-5599-01-02	INTERLOCAL-CITY OF ARLINGTON	2,406,594	1,200,000	1,680,170	1,680,170
10-5653-01-02	2019 \$2.0M TAX NOTES	39,057	-	36,658	35,000
10-5654-01-02	2019 \$2.0M TAX NOTES	(1,067)	-	116,158	125,000
TOTAL UTILITY OPERATIONS		\$ 2,673,902	\$ 1,479,758	\$ 2,037,498	\$ 2,172,320

FUND 10 / DEPARTMENT 03 WATER DEBT SERVICE					
Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
10-5603-01-03	2007 \$4.365M GO RFND – PRINCIPAL	(1)	78,413	78,413	80,325
10-5613-01-03	2007 \$4.365M GO RFND INTEREST	7,974	4,745	4,745	1,594
10-5643-01-03	2007 \$1.2M TAX BOND-INTEREST	43,494	35,773	35,773	28,393
10-5644-01-03	2007 \$1.2M TAX BOND-PRINCIPAL	-	175,000	175,000	185,000
TOTAL DEBT SERVICE		\$ 51,468	\$ 293,930	\$ 293,931	\$ 295,312

FUND 10 / DEPARTMENT 04 WATER CAPITAL PROJECTS					
Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
10-5833-01-04	CDBG SEWER PROJECT	10,250	90,000	240,000	250,000
10-5834-01-04	WATER LINE INSTALLATION	-	230,000	-	7,700,000
10-5835-01-04	SEWER LINE INSTALLATION	390	13,800	25,000	250,000
10-5839-01-04	COA WATER CONNECTION LINE	-	115,000	-	115,000
TOTAL CAPITAL PROJECTS		\$ 10,640	\$ 448,800	\$ 265,000	\$ 8,315,000

FUND 10 / DEPARTMENT 90 NON-DEPARTMENTAL					
Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
10-5115-90-00	RETIREMENT	(168,392)	-	-	-
10-5116-90-00	UNEMPLOYMENT INSURANCE	210	-	-	-
10-5119-90-00	WORKERS' COMPENSATION	481	-	555	-
10-5545-90-00	INSURANCE-PROPERTY	12,178	-	12,664	13,500
10-5550-90-00	INSURANCE-GENERAL LIABILITY	4,887	-	4,135	4,250
10-5570-90-00	SPECIAL SERVICES	257,155	21,980	70,000	50,000
10-5580-90-00	ENGINEERING SERVICES	613	-	-	-
10-5585-90-00	TELEPHONE SERVICES	5,752	4,600	5,000	5,250
10-5635-90-00	DEPRECIATION EXPENSE	461,865	-	-	-
10-5700-90-00	BAD DEBT EXPENSE	-	-	-	-
TOTAL NON-DEPARTMENTAL		\$ 574,747	\$ 26,580	\$ 92,354	\$ 73,000

*FY22 Actual includes employee costs not represented as this fund no longer directly supports employee costs.

FUND 61 - WATER IMPACT FUND

Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
61-4201-00-00	DRAINAGE FEES	60,702	60,000	12,961	56,252
61-4401-00-00	INVESTMENT INCOME	711	100	2,500	2,500
TOTAL REVENUES		\$ 61,413	\$ 60,100	\$ 15,461	\$ 58,752

Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
61-5580-00-00	ENGINEERING SERVICES	-	50,000	-	-
TOTAL EXPENDITURES		\$ -	\$ 50,000	\$ -	\$ -

REVENUES OVER (UNDER) EXPENDITURES		\$ 61,413	\$ 10,100	\$ 15,461	\$ 58,752
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Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
61-5710-00-00	TRANSFER OUT - W/S FUND	-	30,000	30,000	30,000
TOTAL OTHER FINANCING SOURCES (USES)		\$ -	\$ 30,000	\$ 30,000	\$ 30,000

NET CHANGE IN FUND BALANCE		\$ 61,413	\$ 40,100	\$ 45,461	\$ 88,752
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BEGINNING FUND BALANCE — OCT 1		\$ 48,259	\$ 109,672	\$ 109,672	\$ 155,132
ENDING FUND BALANCE — SEPT 30		\$ 109,672	\$ 149,772	\$ 155,132	\$ 243,884

FUND 62 - SEWER IMPACT FUND

Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
62-4201-00-00	DRAINAGE FEES	73,564	70,000	10,766	107,748
62-4201-00-00	INVESTMENT INCOME	1,293	600	3,600	3,600
TOTAL REVENUES		\$ 74,857	\$ 70,600	\$ 14,366	\$ 111,348
Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
62-5580-00-00	ENGINEERING SERVICES		50,000	-	-
TOTAL EXPENDITURES		\$ -	\$ 50,000	\$ -	\$ -
REVENUES OVER (UNDER) EXPENDITURES		\$ 74,857	\$ 20,600	\$ 14,366	\$ 111,348
Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
62-5710-00-00	TRANSFER OUT- W/S FUND	(60,000)	(60,000)	(60,000)	(60,000)
TOTAL OTHER FINANCING SOURCES (USES)		\$ (60,000)	\$ (60,000)	\$ (60,000)	\$ (60,000)
NET CHANGE IN FUND BALANCE		\$ 14,857	\$ (39,400)	\$ (45,634)	\$ 51,348
BEGINNING FUND BALANCE — OCT 1		\$ 170,067	\$ 184,924	\$ 184,924	\$ 139,290
ENDING FUND BALANCE — SEPT 30		\$ 184,924	\$ 145,524	\$ 139,290	\$ 190,638



Capital Project Funds

Fund 04 CAPITAL PROJECTS					
Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
04-4401-00-00	INVESTMENT INCOME	1,105	500	5,500	5,700
04-4421-00-00	LANDFILL REVENUE-WASTE CONNECTIC	132,901	86,211	86,211	90,000
TOTAL FUND REVENUES		\$ 134,005	\$ 86,711	\$ 91,711	\$ 95,700
Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
TOTAL EXPENDITURES		\$ -	\$ -	\$ -	\$ -
REVENUES OVER (UNDER) EXPENDITURES		\$ 134,005	\$ 86,711	\$ 91,711	\$ 95,700
Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
04-5702-00-00	TRANSFER OUT – DEBT SERVICE	(106,501)	(104,800)	(104,800)	-
TOTAL OTHER FINANCING SOURCES (USES)		\$ (106,501)	\$ (104,800)	\$ (104,800)	\$ -
NET CHANGE IN FUND BALANCE		\$ 27,504	\$ (18,089)	\$ (13,089)	\$ 95,700
BEGINNING FUND BALANCE — OCT 1		\$ 147,087	\$ 174,591	\$ 174,591	\$ 161,502
ENDING FUND BALANCE — SEPT 30		\$ 174,591	\$ 156,503	\$ 161,502	\$ 257,202

FUND 13 CAPITAL BOND					
Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
13-4401-00-00	INVESTMENT INCOME	55,809	24,000	165,000	173,250
13-4410-00-00	MISCELLANEOUS REVENUE	-	-	-	-
13-4904-00-00	2021 CERTIFICATES OF	6,143,296	-	-	-
TBD	2023 C/O Series A	-	-	2,400,000	-
TOTAL REVENUES		\$ 6,199,105	\$ 24,000	\$ 2,565,000	\$ 173,250

Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
13-5261-01-00	C.O. ISSUANCE COST	143,296	-	-	150,000
13-5550-01-00	STREET IMPROVEMENTS	-	3,000,000	622,386	5,400,000
13-5850-08-00	TXDOT BRIDGE PROJECT	60,225	-	39,872	-
13-5851-09-00	SAFE ROUTES TO SCHOOL	5,164	-	-	-
13-5854-10-00	COLLETT SUBLET	-	-	448	1,045,000
13-5859-11-00	VALLEY LANE	43,136	-	126,705	173,295
13-5867-11-00	AMBULANCE SUPPLIES/EQUIPMENT	42,741	500,000	-	-
13-5910-11-00	FIRE & POLICE VEHICLES	16,995	800,000	780,032	-
13-5911-11-00	NEW HOPE ROAD	-	-	210,812	-
TOTAL EXPENDITURES		\$ 311,555	\$ 4,300,000	\$ 1,780,254	\$ 6,768,295

REVENUES OVER (UNDER) EXPENDITURES	\$ 5,887,550	\$ (4,276,000)	\$ 784,746	\$ (6,595,045)
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NET CHANGE IN FUND BALANCE	\$ 5,887,550	\$ (4,276,000)	\$ 784,746	\$ (6,595,045)
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BEGINNING FUND BALANCE — OCT 1	\$ 2,170,389	\$ 8,057,939	\$ 8,057,939	\$ 8,842,685
ENDING FUND BALANCE — SEPT 30	\$ 8,057,939	\$ 3,781,939	\$ 8,842,685	\$ 2,247,640

FUND 14 PARK DEDICATION					
Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
14-4194-00-00	PARK DEDICATION FEES	46,800	49,680	9,600	12,000
14-4401-00-00	INVESTMENT INCOME	4,689	2,100	15,000	15,000
14-4409-00-00	MISCELLANEOUS INCOME	354	500	-	-
TOTAL REVENUES		\$ 51,843	\$ 52,280	\$ 24,600	\$ 27,000
Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
14-5580-01-00	BRICK PAVERS	125	196	-	-
14-5820-00-00	BUILDING IMPROVEMENTS		150,000	45,000	45,000
14-5875-00-00	CONSTRUCTION		20,000	-	-
14-5955-02-00	SONORA PARK BALLFIELDS		50,000	-	-
TOTAL EXPENDITURES		\$ 125	\$ 220,196	\$ 45,000	\$ 45,000
NET CHANGE IN FUND BALANCE		\$ 51,718	\$ (167,916)	\$ (20,400)	\$ (18,000)
BEGINNING FUND BALANCE — OCT 1		\$ 648,018	\$ 699,736	\$ 699,736	\$ 679,336
ENDING FUND BALANCE — SEPT 30		\$ 699,736	\$ 531,821	\$ 679,336	\$ 661,336

FUND 32 LIBRARY BUILDING FUND					
Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
32-4499-00-00	CASH OVER/UNDER	(62)		2	2
32-4406-00-00	LIBRARY FINES	358		225	200
32-4501-00-00	CONTRIBUTION-LIBRARY	104			-
TOTAL REVENUES		\$ 399	\$ -	\$ 227	\$ 202
Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
		-	-	-	\$ -
TOTAL EXPENDITURES		\$ -	\$ -	\$ -	\$ -
NET CHANGE IN FUND BALANCE		\$ 399	\$ -	\$ 227	\$ 202
BEGINNING FUND BALANCE — OCT 1		\$ (2,267)	\$ (1,868)	\$ (1,868)	\$ (1,641)
ENDING FUND BALANCE — SEPT 30		\$ (1,868)	\$ (1,868)	\$ (1,641)	\$ (1,439)

FUND 45- ROADWAY IMPACT FUND					
Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
45-4215-00-00	IMPACT FEES	114,170	100,000	31,827	130,695
45-4401-00-00	INVESTMENT INCOME	3,099	300	11,000	11,000
TOTAL REVENUES		\$ 117,270	\$ 100,300	\$ 42,827	\$ 141,695
Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
45-5582-01-00	IMPACT FEE STUDY	-	-	-	-
TOTAL EXPENDITURES		\$ -	\$ -	\$ -	\$ -
REVENUES OVER (UNDER) EXPENDITURES		\$ 117,270	\$ 100,300	\$ 42,827	\$ 141,695
Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
45-5711-00-00	TRANSFER OUT - WATER	(127,525)	(97,525)	(97,525)	(97,525)
45-5798-00-00	TRANSFER OUT-TIF #1	(10,000)	(10,000)	(10,000)	(10,000)
TOTAL OTHER FINANCING SOURCES (USES)		\$ (137,525)	\$ (107,525)	\$ (107,525)	\$ (107,525)
NET CHANGE IN FUND BALANCE		\$ (20,255)	\$ (7,225)	\$ (64,698)	\$ 34,170
BEGINNING FUND BALANCE — OCT 1		\$ 643,859	\$ 623,604	\$ 623,604	\$ 558,906
ENDING FUND BALANCE — SEPT 30		\$ 623,604	\$ 616,379	\$ 558,906	\$ 593,076



Special Revenue Funds

FUND 21 TIF NEW HOPE ROAD FUND					
Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
21-4401-00-00	INVESTMENT INCOME	1,145	100	2,200	2,200
21-4516-00-00	INTERGOV-TARRANT COUNTY	29,616	34,058	35,206	35,206
21-4517-00-00	INTERGOV-TARRANT HOSPITAL	20,115	20,700	20,700	21,000
21-4518-00-00	INTERGOV-TARRANT COLLEGE	11,852	13,630	13,630	14,000
TOTAL REVENUES		\$ 62,727	\$ 68,488	\$ 71,736	\$ 72,406
Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
21-5580-00-00	ENGINEERING SERVICES	-	-	30,000	-
TOTAL EXPENDITURES		\$ -	\$ -	\$ 30,000	\$ -
REVENUES OVER (UNDER) EXPENDITURES		\$ 62,727	\$ 68,488	\$ 41,736	\$ 72,406
Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
21-4519-00-00	INTERGOV-CITY OF KENNEDALE	137,938	155,593	157,883	160,000
21-4945-00-00	TRANSFER IN - ROADWAY IMPACT	10,000	10,000	10,000	10,000
21-5702-00-00	TRANSFER OUT - DEBT SERVICE				(228,229)
TOTAL OTHER FINANCING SOURCES (USES)		\$ 147,938	\$ 165,593	\$ 167,883	\$ (58,229)
NET CHANGE IN FUND BALANCE		\$ 210,665	\$ 234,081	\$ 209,619	\$ 14,177
BEGINNING FUND BALANCE — OCT 1		\$ (231,687)	\$ (21,022)	\$ (21,022)	\$ 188,597
ENDING FUND BALANCE — SEPT 30		\$ (21,022)	\$ 213,059	\$ 188,597	\$ 202,774

FUND 30 HOTEL OCCUPANCY TAX FUND

Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
30-4084-00-00	OCCUPANCY TAX	12,100	9,000	22,372	23,000
30-4085-00-00	SPECIAL EVENT REVENUE	-	-	3,575	-
30-4401-00-00	INVESTMENT INCOME	265	120	1,850	2,000
TOTAL REVENUES		\$ 12,365	\$ 9,120	\$ 27,797	\$ 25,000

Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
30-5561-01-00	RECREATION	-	10,000	10,660	12,000
30-5562-01-00	TOURISM	-	10,000	-	-
TOTAL EXPENDITURES		\$ -	\$ 20,000	\$ 10,660	\$ 12,000

NET CHANGE IN FUND BALANCE		\$ 12,365	\$ (10,880)	\$ 17,137	\$ 13,000
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BEGINNING FUND BALANCE — OCT 1		\$ 29,562	\$ 41,927	\$ 41,927	\$ 59,065
ENDING FUND BALANCE — SEPT 30		\$ 41,927	\$ 31,047	\$ 59,065	\$ 72,065

FUND 31 POLICE SEIZURE FUND					
Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
31-4401-00-00	INVESTMENT INCOME	24	3	80	80
31-4409-00-00	MISCELLANEOUS INCOME	2,964	1,400		
TOTAL REVENUES		\$ 2,988	\$ 1,403	\$ 80	\$ 80

Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
31-5280-00-00	MINOR EQUIP/SMALL TOOLS<\$5K	-	10,000	-	3,810
31-5570-00-00	SPECIAL SERVICES	-	2,000	-	
TOTAL EXPENDITURES		\$ -	\$ 12,000	\$ -	\$ 3,810

NET CHANGE IN FUND BALANCE		\$ 2,988	\$ (10,597)	\$ 80	\$ (3,730)
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BEGINNING FUND BALANCE — OCT 1		\$ 663	\$ 3,651	\$ 3,651	\$ 3,731
ENDING FUND BALANCE — SEPT 30		\$ 3,651	\$ (6,946)	\$ 3,731	\$ 1

FUND 34 LEOSE FUND					
Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
34-4094-00-00	LEOSE POLICE TRAINING	1,411	1,732	1,408	1,400
34-4401-00-00	INVESTMENT INCOME	11	15	21	21
TOTAL REVENUES		\$ 1,422	\$ 1,747	\$ 1,429	\$ 1,421
Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
34-5515-01-00	TRAINING/SEMINARS-LEOSE	2,307	17	1,590	1,500
TOTAL EXPENDITURES		\$ 2,307	\$ 17	\$ 1,590	\$ 1,500
NET CHANGE IN FUND BALANCE		\$ (885)	\$ 1,730	\$ (161)	\$ (79)
BEGINNING FUND BALANCE — OCT 1		\$ 1,886	\$ 1,001	\$ 1,001	\$ 840
ENDING FUND BALANCE — SEPT 30		\$ 1,001	\$ 2,731	\$ 840	\$ 761

FUND 35 DISASTER RECOVERY FUND

Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
35-4085-00-00	CARES ACT FUNDING	139,054	1,954,000	220,750	1,950,000
35-4401-00-00	INVESTMENT INCOME	7,300	1,000	41,000	41,000
TOTAL REVENUES		\$ 146,353	\$ 1,955,000	\$ 261,750	\$ 1,991,000

Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
35-5241-01-00	PUBLIC SAFETY MEASURE	-	250,000	-	89,300
35-5291-01-00	GRANT FUNDED SUPPLIES	-	5,000	-	
35-5292-01-00	MEDICAL SUPPLIES	-	250,000	-	
35-5441-01-00	OTHER ECONOMIC EXPENSE	-	500,000	750	
35-5443-01-00	TELEWORK	-	-	-	
35-5444-01-00	COMMUNICATION AND ENFORCEMENT	-	-	-	
35-5446-01-00	WATER/SEWER PROJECTS	139,053	-	220,000	1,950,000
35-5555-01-00	COVID PAYROLL EXPENS	-	-	-	
TOTAL EXPENDITURES		\$ 139,053	\$ 1,005,000	\$ 220,750	\$ 2,039,300

NET CHANGE IN FUND BALANCE	\$ 7,300	\$ 950,000	\$ 41,000	\$ (48,300)
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BEGINNING FUND BALANCE — OCT 1	\$ -	\$ 7,300	\$ 7,300	\$ 48,300
ENDING FUND BALANCE — SEPT 30	\$ 7,300	\$ 957,300	\$ 48,300	\$ (0)



Other Funds

Fund 05 CAPITAL REPLACEMENT					
Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
05-4401-00-00	INVESTMENT INCOME	606.79	200.00	2,400	2,400
05-4409-00-00	MISCELLANEOUS INCOME	18,975.16	10,000.00	72,000	25,000
05-4886-00-00	SALE OF PARTS/ASSETS	-	4,000.00	200	250
05-4906-00-00	TRANSFER IN-GENERAL	182,521.00	120,000.00	120,000	120,000
05-4917-00-00	TRANSFER IN-STREET	37,142.00	19,200.00	19,200	19,200
TOTAL REVENUES		\$ 239,245	\$ 153,400	\$ 213,800	\$ 166,850

Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
05-5601-01-00	ENTERPRISE LEASE POLICE	112,100	112,223	89,392	52,359.00
05-5602-01-00	ENTERPRISE LEASE STREETS	27,001	17,868	18,316	17,868.00
05-5603-01-00	ENTERPRISE LEASE SENIOR CENTER	8,987	10,780	3,842	-
05-5604-01-00	ENTERPRISE LEASE FIRE	14,126	14,126	15,027	14,126.00
05-5605-01-00	ENTERPRISE LEASE COMMDEV	4,899	4,899	5,217	5,497.00
05-5608-01-00	ENTERPRISE LEASE CITY MANAGER	3,023	7,256	7,875	7,253.00
05-5861-01-00	MOTOR VEHICLES	422,943	-	-	-
05-5870-01-00	OTHER EQUIPMENT	86,403	-	-	-
TOTAL EXPENDITURES		\$ 679,483	\$ 167,153	\$ 139,668	\$ 97,103

REVENUES OVER (UNDER) EXPENDITURES	\$ (440,238)	\$ (13,753)	\$ 74,132	\$ 69,747
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Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
05-4906-00-00	TRANSFER IN-GENERAL				
05-4917-00-00	TRANSFER IN-STREET FUND				
TOTAL OTHER FINANCING SOURCES (USES)		\$ -	\$ -	\$ -	\$ -

NET CHANGE IN FUND BALANCE	\$ (440,238)	\$ (13,753)	\$ 74,132	\$ 69,747
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BEGINNING FUND BALANCE — OCT 1	\$ 101,257	\$ (338,981)	\$ (338,981)	\$ (264,849)
ENDING FUND BALANCE — SEPT 30	\$ (338,981)	\$ (352,734)	\$ (264,849)	\$ (195,102)

FUND 12 COURT SECURITY FUND					
Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
12-4250-00-00	COURT SECURITY FEE	3,918	2,800	3,200	3,200
12-4401-00-00	INVESTMENT INCOME	191	150	650	650
TOTAL REVENUES		\$ 4,110	\$ 2,950	\$ 3,850	\$ 3,850
Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
12-5403-00-00	BUILDING MAINTENANCE	-	12,000	4,494	10,000
TOTAL EXPENDITURES		\$ -	\$ 12,000	\$ 4,494	\$ 10,000
NET CHANGE IN FUND BALANCE		\$ 4,110	\$ (9,050)	\$ (644)	\$ (6,150)
BEGINNING FUND BALANCE — OCT 1		\$ 25,248	\$ 29,358	\$ 29,358	\$ 28,713
ENDING FUND BALANCE — SEPT 30		\$ 29,358	\$ 20,308	\$ 28,713	\$ 22,563

FUND 16 COURT TECHNOLOGY					
Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
16-4251-00-00	TECHNOLOGY FEES	3,323	2,000	3,600	3,600
16-4401-00-00	INVESTMENT INCOME	114	40	450	450
TOTAL REVENUES		\$ 3,437	\$ 2,040	\$ 4,050	\$ 4,050
Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
16-5440-00-00	OFFICE EQUIP	-		4,800	10,000
TOTAL EXPENDITURES		\$ -	\$ -	\$ 4,800	\$ 10,000
NET CHANGE IN FUND BALANCE		\$ 3,437	\$ 2,040	\$ (750)	\$ (5,950)
BEGINNING FUND BALANCE — OCT 1		\$ 14,332	\$ 17,769	\$ 17,769	\$ 17,019
ENDING FUND BALANCE — SEPT 30		\$ 17,769	\$ 19,809	\$ 17,019	\$ 11,069

Fund 17 Street Improvement Fund

Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
17-4071-00-00	ENGINEER REVIEW FEES	12,086	16,000	28,312	30,000
17-4072-00-00	FRANCHISE FEES – GARBAGE	70,407	135,000	146,120	150,000
17-4073-00-00	FRANCHISE FEES – GAS	76,894	120,000	150,514	150,000
17-4074-00-00	FRANCHISE FEES – ELECTRICITY	306,645	350,000	341,458	342,000
17-4075-00-00	FRANCHISE FEES-CABLE	31,397	96,101	27,250	28,000
17-4076-00-00	FRANCHISE FEES-WATER/SEWER	390,174	140,310	140,310	140,325
17-4401-00-00	INVESTMENT INCOME	2,449	1,500	12,264	12,300
17-4409-00-00	MISCELLANEOUS INCOME	26,235	39,317	366	400
17-4805-00-00	COMMUNITY CENTER RENTAL	3,835	3,344	3,367	4,000
17-4807-00-00	BALLFIELD RENTAL	-	58	-	-
17-4886-00-00	SALE OF PARTS/ASSETS	-	-	-	-
17-4971-00-00	INSURANCE PROCEEDS	3,620	-	-	-
TOTAL REVENUES		\$ 923,744	\$ 901,630	\$ 849,960	\$ 857,025

Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
	STREET MAINTENANCE	684,714	788,978	753,516	1,110,714
	PARK MAINTENANCE	99,726	80,625	69,909	87,500
TOTAL EXPENDITURES		\$ 784,440	\$ 869,603	\$ 823,426	\$ 1,198,214

TOTAL REVENUES OVER (UNDER) EXPENDITURES	\$ 139,304	\$ 32,028	\$ 26,535	\$ (341,189)
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Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
17-4076-00-00	FRANCHISE FEES-WATER/SEWER		140,310		
17-4511-00-00	ADMIN CHARGE –STORMWATER	19,995	56,124	56,124	68,387
17-4515-00-00	ADMIN CHARGE-EDC	-	56,124	56,124	68,387
17-5701-12-02	TRANSFER OUT - GENERAL FUND		(132,597)	(132,597)	(140,989)
17-5705-12-04	TRANSFER OUT-CAP REPLACE FUND	(37,142)	(19,200)	(19,200)	(19,200)
TOTAL OTHER FINANCING SOURCES (USES)		\$ (17,147)	\$ 100,761	\$ (39,549)	\$ (23,415)

NET CHANGE IN FUND BALANCE	\$ 122,156	\$ 132,789	\$ (13,014)	\$ (364,603)
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BEGINNING FUND BALANCE — OCT 1	\$ 262,500	\$ 384,656	\$ 384,656	\$ 371,642
ENDING FUND BALANCE — SEPT 30	\$ 384,656	\$ 517,445	\$ 371,642	\$ 7,039

AVERAGE DAILY EXPENDITURES	2,047	1,967	1,840	2,844
NUMBER OF DAYS RESERVE	188	263	202	2
FUND BALANCE AS A % OF EXPENDITURES	51.47%	72.09%	55.33%	0.68%

FUND 17 / PROGRAM 02 STREET MAINTENANCE					
Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
17-5101-12-02	SALARIES	241,853	395,756	324,278	472,232
17-5107-12-02	OVERTIME	14,925	4,197	4,929	6,000
17-5109-12-02	TEMPORARY/PART-TIME	42,397	23,974	22,442	23,740
17-5113-12-02	INCENTIVE PAY	139		2,561	1,500
17-5114-12-02	LONGEVITY PAY	5,778	7,718	5,554	7,740
17-5115-12-02	RETIREMENT	42,995	61,658	54,613	73,001
17-5117-12-02	FICA	22,998	31,927	27,074	39,108
17-5118-12-02	MEDICAL INSURANCE	22,309	31,434	22,911	54,835
17-5120-12-02	LIFE INSURANCE	1,696	2,378	1,910	2,101
17-5121-12-02	DENTAL INSURANCE	1,427	1,889	1,188	2,984
17-5122-12-02	VISION INSURANCE	258	308	212	411
17-5126-12-02	SHORT-TERM DISABILITY	24		198	218
17-5210-12-02	CHEMICAL SUPPLIES	9,260	5,000	7,720	5,000
17-5220-12-02	UNIFORMS	2,892	3,800	3,227	5,100
17-5230-12-02	CLEANING SUPPLIES	1,365	1,000	1,662	1,500
17-5240-12-02	PRINTED SUPPLIES	77	288	69	500
17-5260-12-02	GENERAL OFFICE SUPPLIES	839	1,500	1,144	1,500
17-5280-12-02	MINOR EQUIP/SMALL TOOLS<\$5K	2,289	4,000	4,529	5,000
17-5285-12-02	FUEL	16,215	15,000	14,045	15,000
17-5290-12-02	EXPENDABLE SUPPLIES	2,309	1,200	1,446	1,400
17-5298-12-02	VICTUALS BEVERAGES & GROCERY		200	-	-
17-5403-12-02	BUILDING MAINTENANCE	8,356	5,000	675	5,000
17-5407-12-02	STREET MAINTENANCE	45,479	20,000	13,083	140,000
17-5409-12-02	IRRIGATION MAINTENANCE	571	2,500	122	2,500
17-5420-12-02	MACHINERY/TOOL MAINTENANCE	8,544	6,000	3,762	8,000
17-5430-12-02	MOTOR VEHICLE MAINTENANCE	25,719	25,000	13,562	25,000
17-5440-12-02	OFFICE EQUIP	1,630	1,500	1,017	1,500
17-5480-12-02	SIGNS/FENCE/SIDEWALK MAINTENANCE	2,036	5,000	11,207	12,000
17-5510-12-02	ASSOC DUES/PUBLICATIONS	70	10,000	187	5,000
17-5525-12-02	TRAINING/SEMINARS		3,000	4,825	8,000
17-5530-12-02	ELECTRIC SERVICES	65,544	65,855	63,511	74,480
17-5535-12-02	GAS SERVICES	723	1,364	1,885	1,364
17-5570-12-02	SPECIAL SERVICES	370		384	500
17-5575-12-02	EQUIPMENT RENTAL	11,436	10,000	24,821	15,000
17-5578-12-02	TRAVEL		5,000	152	3,000
17-5580-12-02	ENGINEERING SERVICES	38,330	20,000	92,721	50,000
17-5585-12-02	TELEPHONE SERVICES	1,917	4,600	1,571	4,000
17-5590-12-02	WATER/SEWER SERVICES		-	727	22,000
17-5591-12-02	TRASH/DISPOSAL/DUMP SERVICES	2,116	1,500	1,339	1,500
17-5870-12-02	OTHER EQUIPMENT	12,635	9,430	16,255	13,000
17-5701-12-02	TRANSFER OUT- GENERAL	26,925	-	-	-
17-5501-12-02	ADVERTISING	270	-	-	-
TOTAL STREET MAINTENANCE EXPENDITURES		\$ 684,714	\$ 788,978	\$ 753,516	\$ 1,110,714

FUND 17 / PROGRAM 03 PARK MAINTENANCE					
Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
17-5404-12-03	PARK MAINTENANCE	2,527	20,000	-	20,000
17-5405-12-03	TOWN CENTER PLAZA	36,096	12,000	11,210	12,000
17-5406-12-03	SONORA PARK	18,841	7,000	4,549	7,000
17-5408-12-03	OTHER PARKS/MISC.	431	10,000	7,327	10,000
17-5530-12-03	ELECTRIC SERVICES	4,124	8,625	7,717	2,500
17-5522-12-03	KEEP KENNEDALE BEAUTIFUL	-	-	-	5,000
17-5575-12-03	EQUIPMENT RENTAL		3,000	-	3,000
17-5590-12-03	WATER/SEWER SERVICES	37,706	20,000	26,666	28,000
17-5870-12-03	OTHER EQUIPMENT		-	12,440	
TOTAL PARK MAINTENANCE EXPENDITURES		\$ 99,726	\$ 80,625	\$ 69,909	\$ 87,500
TOTAL EXPENDITURES		\$ 784,440	\$ 869,603	\$ 823,426	\$ 1,198,214

FUND 18 JUVENILE CASE MANAGER FUND					
Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
18-4250-00-00	JUVENILE CASE MANAGEMENT FEE	442	500	280	300
18-4401-00-00	INVESTMENT INCOME	58	25	190	190
TOTAL REVENUES		\$ 500	\$ 525	\$ 470	\$ 490
Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
		-	-	-	-
TOTAL EXPENDITURES		\$ -	\$ -	\$ -	\$ -
NET CHANGE IN FUND BALANCE		\$ 500	\$ 525	\$ 470	\$ 490
BEGINNING FUND BALANCE — OCT 1		\$ 8,123	\$ 8,623	\$ 8,623	\$ 9,093
ENDING FUND BALANCE — SEPT 30		\$ 8,623	\$ 9,148	\$ 9,093	\$ 9,583

FUND 40 GRANTS					
Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
40-4086-00-00	POLICE DEPARTMENT GRANTS	-	-		20,000
40-4095-00-00	LIBRARY GRANTS	-	-		655,000
40-4098-00-00	FIRE DEPARTMENT GRANTS				
TOTAL REVENUES		\$ -	\$ -	\$ -	\$ 675,000
Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
40-5291-09-01	GRANT FUNDED SUPPLIES-POLICE	-	-		20,000
40-5291-10-00	GRANT FUNDED SUPPLIES-FIRE	-	-	-	655,000
40-5291-17-00	GRANT FUNDED SUPPLIES-LIBRARY	-	-	-	
TOTAL EXPENDITURES		\$ -	\$ -	\$ -	\$ 675,000
NET CHANGE IN FUND BALANCE		\$ -	\$ -	\$ -	\$ -
BEGINNING FUND BALANCE — OCT 1		\$ -	\$ -	\$ -	\$ -
ENDING FUND BALANCE — SEPT 30		\$ -	\$ -	\$ -	\$ -

FUND 41 PARK RECOVERY & OTHER DONATIONS					
Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
41-4401-00-00	INVESTMENT INCOME	177	120	625	625
41-4409-00-00	MISCELLANEOUS INCOME			4,100	5,000
41-4920-00-00	DONATIONS	-	-		-
41-4521-00-00	DONATION DIAMOND JUB	26,497	-		-
TOTAL REVENUES		\$ 26,674	\$ 120	\$ 4,725	\$ 5,625

Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
41-5508-00-00	FOUNTAIN EXPENSE	-	-		-
41-5518-00-00	YAC	-	6,800	-	6,800
41-5525-00-00	FIRE DONATION USE	-	500	(2,500)	
41-5527-00-00	BARK IN PARK	-	5,600	1,038	1,053
41-5521-00-00	EXPENSE DIAMOND JUBI	26,497	-		
41-5522-00-00	KEEP KENNEDALE BEAUT	-	13,300	2,852	-
41-5523-00-00	SECTION HOUSE / CHAMBER BUILDING	-	500	-	
41-5524-00-00	911 MEMORIAL	-	270	270	
41-5526-00-00	POLICE	-	2,500	-	
41-5528-00-00	COMMUNITY THEATRE	-	2,200	770	
41-5529-00-00	ARTS MARKET	-	1,400	-	
TOTAL EXPENDITURES		\$ 26,497	\$ 33,070	\$ 2,431	\$ 7,853

NET CHANGE IN FUND BALANCE	\$ 177	\$ (32,950)	\$ 2,294	\$ (2,228)
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BEGINNING FUND BALANCE — OCT 1	\$ (244)	\$ (67)	\$ (67)	\$ 2,228
ENDING FUND BALANCE — SEPT 30	\$ (67)	\$ (33,017)	\$ 2,228	\$ (0)

FUND 83 TREE REFORESTATION					
Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
83-4197-00-00	TREE REFORESTATION	-	-	5,000	5,000
83-4401-00-00	INVESTMENT INCOME	481	300	1,550	1,550
TOTAL REVENUES		\$ 481	\$ 300	\$ 6,550	\$ 6,550

Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
83-5290-01-00	EXPENDABLE SUPPLIES	-	15,000	-	
83-5570-01-00	SPECIAL SERVICES	-	15,000	-	
TOTAL EXPENDITURES		\$ -	\$ 30,000	\$ -	\$ -

NET CHANGE IN FUND BALANCE		\$ 481	\$ (29,700)	\$ 6,550	\$ 6,550
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BEGINNING FUND BALANCE — OCT 1		\$ 71,054	\$ 71,535	\$ 71,535	\$ 78,085
ENDING FUND BALANCE — SEPT 30		\$ 71,535	\$ 41,835	\$ 78,085	\$ 84,635

FUND 85 - UNCLAIMED PROPERTY

Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
85-4401-00-00	INVESTMENT INCOME	13	4	20	20
TOTAL REVENUES		\$ 13	\$ 4	\$ 20	\$ 20

Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
85-5261-00-00	POSTAGE	-	20	-	-
TOTAL EXPENDITURES		\$ -	\$ 20	\$ -	\$ -

REVENUES OVER (UNDER) EXPENDITURES		\$ 13	\$ (16)	\$ 20	\$ 20
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Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
85-5760-00-00	TRANSFER OUT	-	1,900	-	-
TOTAL OTHER FINANCING SOURCES (USES)		\$ -	\$ 1,900	\$ -	\$ -

NET CHANGE IN FUND BALANCE		\$ 13	\$ 1,884	\$ 20	\$ 20
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BEGINNING FUND BALANCE — OCT 1		\$ 303	\$ 316	\$ 316	\$ 336
ENDING FUND BALANCE — SEPT 30		\$ 316	\$ 2,200	\$ 336	\$ 356



EDC Funds

FUND 15 Economic Development Corporation					
Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
15-4002-00-00	MMD TAX-CURRENT YEAR	-	75,000	75,000	75,000
15-4081-00-00	SALES TAX	619,749	613,491	613,500	613,500
15-4401-00-00	INVESTMENT INCOME	10,151	4,023	64,440	60,000
15-4409-00-00	MISCELLANEOUS INCOME	35,104	33,500	34,500	34,500
15-4412-00-00	LAND PROCEEDS	-	-	-	-
15-4805-00-00	RENTAL FEES-SHOPPING CENTER	300,025	293,607	307,232	310,807
15-4402-00-00	INTEREST INCOME	12,146	-	-	-
TOTAL REVENUES		\$ 977,174	\$ 1,019,621	\$ 1,094,672	\$ 1,093,807

Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
15-5240-01-00	PRINTED SUPPLIES				
15-5260-01-00	GENERAL OFFICE SUPPLIES				
15-5261-01-00	POSTAGE				
15-5280-01-00	MINOR EQUIP/SMALL TOOLS<\$5K		6,000	1,000	
15-5501-01-00	ADVERTISING		7,000	6,500	7,000
15-5510-01-00	ASSOC DUES/PUBLICATIONS	5,067	1,826	1,500	1,500
15-5525-01-00	TRAINING/SEMINARS	500			2,000
15-5565-01-00	LEGAL SERVICES	10,716	14,884	15,500	14,884
15-5567-01-00	AUDIT SERVICES	4,250			
15-5570-01-00	SPECIAL SERVICES	15,649	31,025	21,159	30,000
15-5571-01-00	SPECIAL EVENTS	47,905	100,000	100,000	60,000
15-5578-01-00	TRAVEL				1,500
15-5615-01-00	FUNCTIONAL GRANT	16,511	24,766	20,000	150,000
TOTAL OPERATIONS		\$ 100,598	\$ 185,501	\$ 165,659	\$ 266,884

Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
15-5643-01-03	2007 \$1.2M TAX BOND-INTEREST	37,115	31,970	31,970	26,410
15-5644-01-03	2007 \$1.2M TAX BOND-PRINCIPAL	75,000	80,000	80,000	85,000
15-5645-01-03	2011 \$1.7M TX LEVERAGE – INT	9,460	6,940	13,874	10,492
15-5646-01-03	2011 \$1.7M TX LEVERAGE – PRIN	51,809	56,812	47,113	46,038
15-5667-01-03	2020 \$1.26M GO REFUNDING – PRINCIPAL		120,000	120,000	125,000
15-5668-01-03	2020 \$1.26M GO REFUNDING – INTEREST		18,625	18,625	16,260
TOTAL DEBT SERVICE EXPENDITURES		\$ 173,384	\$ 314,346	\$ 311,582	\$ 309,201

Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
15-5403-02-00	BUILDING MAINTENANCE	25,037	22,752	2,500	57,000
15-5530-02-00	ELECTRIC SERVICES	5,790	6,084	6,000	7,000
15-5545-02-00	INSURANCE-PROPERTY	14,287	21,431	14,857	21,431
15-5570-02-00	SPECIAL SERVICES	11,829	11,744	12,261	13,000
15-5595-02-00	LANDSCAPING---CAM	2,700	4,050	-	9,000
15-5621-02-00	BANK FEES / PAYING AGENT FEES	19	29	20	30
15-5870-02-00	FOUNTAIN				85,000
15-5870-02-00	OTHER EQUIPMENT				32,000
TOTAL TOWN SHOPPING CENTER EXPENDITURES		\$ 59,662	\$ 66,089	\$ 35,638	\$ 224,461

TOTAL EXPENDITURES	\$ 333,644	\$ 565,936	\$ 512,879	\$ 800,546
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REVENUES OVER (UNDER) EXPENDITURES	\$ 643,531	\$ 453,685	\$ 581,793	\$ 293,261
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Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
15-5595-01-00	ADMIN CHARGE – GENERAL FUND	145,855	397,791	397,791	422,966
15-5702-01-03	TRANSFER OUT – DEBT SERVICE	140,941	-	-	-
15-5717-00-00	TRANSFER OUT - STREETS FUND		56,124	56,124	68,387
TOTAL OTHER FINANCING SOURCES (USES)		\$ 286,795	\$ 453,916	\$ 453,915	\$ 491,353

NET CHANGE IN FUND BALANCE	\$ 356,735	\$ (231)	\$ 127,878	\$ 784,615
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BEGINNING FUND BALANCE — OCT 1	\$ 1,648,785	\$ 2,005,520	\$ 2,005,520	\$ 2,133,398
ENDING FUND BALANCE — SEPT 30	\$ 2,005,520	\$ 2,005,289	\$ 2,133,398	\$ 2,918,013

FUND 95 ECONOMIC DEVELOPMENT CORPORATION BOND RESERVE FUND					
Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
95-4401-00-00	INVESTMENT INCOME	851	1,500	2,800	2,800
TOTAL REVENUES		\$ 851	\$ 1,500	\$ 2,800	\$ 2,800
-					
Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
TOTAL EXPENDITURES		\$ -	\$ -	\$ -	\$ -
-					
REVENUES OVER (UNDER) EXPENDITURES		\$ 851	\$ 1,500	\$ 2,800	\$ 2,800
-					
Account	Description	FY22 Actual	FY23 Budget	FY23 Est Actuals	FY24 Prop Budget
TRANSFERS IN (OUT)		-	-	-	-
TOTAL OTHER		\$ -	\$ -	\$ -	\$ -
-					
NET CHANGE IN FUND BALANCE		\$ 851	\$ 1,500	\$ 2,800	\$ 2,800
-					
BEGINNING FUND BALANCE — OCT 1		\$ 125,724	\$ 126,575	\$ 126,575	\$ 129,375
ENDING FUND BALANCE — SEPT 30		\$ 126,575	\$ 128,075	\$ 129,375	\$ 132,175

STAFF REPORT TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: AUGUST 15, 2023

AGENDA ITEM NUMBER: WORK SESSION ITEM III.A.4.

SUBJECT

Discussion of proposed \$22 million bond for the general election on November 7, 2023.

- Streets
- Parks
- Public Safety

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: AUGUST 15, 2023

AGENDA ITEM NUMBER: WORK SESSION ITEM III.A.5.

SUBJECT

Discussion on creating a city policy for the authority and discretion of any City, City Body, Elected official, or City Official to enforce higher ethical standards and accountability for financial and elected officials.

ORIGINATED BY: Darrell Hull

SUMMARY

Please see attached.

RECOMMENDATION

ATTACHMENTS

1.	TGAA Accountability Policy	TGAA Accountability Policy.pdf
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TEXAS GOVERNMENT ACCOUNTABILITY ASSOCIATION

Comprehensive Transparency and Ethics Policy for Texas Municipalities, Version 8

(as may be amended, supplemented or otherwise modified from time to time, this "Policy")

This Policy:

1. Is not applicable to any Elected Official's candidacy or election that is regulated by the Texas Ethics Commission; and
2. Does not waive the authority and discretion of any City, City Body, Elected Official, or City Official to enforce higher ethical standards than those established by this Policy.

SECTION 1. TRANSPARENCY & DISCLOSURES

1. **General Covenants and Provisions.** The transparency standards and requirements set forth in this Policy shall extend to the City, all City Bodies, Elected Officials, City Officials, Affiliated Organizations, Local Government Affiliate, and other Persons as applicable.
2. **Financial.** The City must post to its website, at no cost to the public, for the current fiscal year, and for each fiscal year following the adoption of this Policy by the City, the information set out below in this Section. Unless stated otherwise below, all reports shall be for each fiscal year.
 - a. **ACFR.** All Annual Comprehensive Financial Reports for the City.
 - b. **Audits.**
 - i. The City shall conduct a City-wide efficiency audit every three years, which audit shall be conducted by an outside independent firm. The scope of the audit shall be to engage in fraud detection and to recommend suggested cost savings and identify revenue opportunities. The draft audit report and the final audit report shall be posted to the City's website and the lead partner on the audit shall be made available for a Q&A session with City residents and taxpayers within 30 days of report completion.
 - ii. The City shall conduct a City-wide financial audit every year, which audit shall be conducted by an outside independent firm. The scope of the audit shall be to engage in fraud detection, affirm the accuracy of all financial reporting, and confirm proper accounting procedures are utilized. The draft audit report and the final audit report shall be posted to the City's website and the lead partner on the audit shall be made available for a Q&A session with City residents and taxpayers within 30 days of the final audit report's completion. No firm shall perform such audit for more than 3 years in succession and no more than 6 times in 10 years.

- c. **Vendors.** The City shall require all Vendors, in order to receive more than \$10,000 in payments during a fiscal year, to fill out and sign under penalty of perjury, a form annually with the following information at a minimum:
 - i. Name of the Vendor;
 - ii. Address and phone number of the Vendor;
 - iii. Nature of such Subject Vendor's business dealings with the City or any City Body;
 - iv. Any Family Relationship between the Vendor or any Affiliate Organization of the Vendor with an Elected Official or City Official and/or any Elected Official or City Official's Affiliate Organizations;
 - v. The amount and timing of all political contributions by the Vendor or any Affiliate Organization of the Vendor to any Elected Officials in the previous 24 months; and
 - vi. The name, position, and total payments of any individual employed by or otherwise paid within the past 12 months by the Vendor or a Vendor's Affiliate Organization to a current or former Elected Official or City Official or a Family Relationship of a current or former Elected Official or City Official.
 - d. **Local Government Affiliates.** As a condition to receiving funds from the City, all Local Government Affiliates shall annually agree in writing to complying with this Policy.
 - e. **Miscellaneous Financial Matters.**
 - i. Individual Compensation. A complete list of the total compensation paid to each Elected Official and City Official including wages, salary, overtime, and benefits (including health, dental, life and pension) on an annual basis organized by last name alphabetically.
 - ii. Vendor Searchability. An easily searchable database that includes a unique identifying number, vendor name, amount paid, reason given for amount paid if any, chart of account number and description to where coded, date, and description, if any.
3. **Conflicts of Interest.** The City shall post on its website home page within 5 days, the occurrence of any of the following with all the relevant details:
- a. **City, City Body, & Local Government Affiliate Employment.** If the City, City Body, or any Local Government Affiliate hires or pays for any purpose (other than for compensation listed above in Section 1.2.(e)(i)) an Elected Official or City Official or any person that is a Family Relationship of any Elected Official or City Official.
 - b. **Favorable Granting of a Permit or Zoning Variance.** If the City or a City Body grants a permit or zoning variance to:
 - i. any Elected or City Official;
 - ii. any Family Relationship of any Elected Official or City Official; and/or
 - iii. any Affiliate Organization of any Elected Official or City Official or any of their Family Relationships.

- c. ***Favorable Passing of Ordinances.*** If the City or any City Body enacts or passes any ordinance, legislation, rule, or regulation that is materially more favorable to any of the following than other City area citizens and organizations:
 - i. any Elected or City Official;
 - ii. any Family Relationship of any Elected Official or City Official; and/or
 - iii. any Affiliate Organization of any Elected Official or City Official or any of their Family Relationships.
- d. ***Contracting.*** If the City, City Body, or any Local Government Affiliate signs a contract with or enters into any agreement (written or otherwise) with:
 - i. any Elected or City Official;
 - ii. any Family Relationship of any Elected Official or City Official; and/or
 - iii. any Affiliate Organization of any Elected Official or City Official or any of their Family Relationships.
- e. ***Payments.*** The City, any City Body, or any Local Government Affiliate makes any payments to any of the following that is not pursuant to a written contract and which has not been previously disclosed pursuant to Section 1.3(a) or Section 1.3(d) above:
 - i. any Elected Official or City Official;
 - ii. any Family Relationship of any Elected Official or City Official; and/or
 - iii. any Affiliate Organization of any Elected Official or City Official or any of their Family Relationships.
- f. ***Services & Asset Sales.*** Any Elected Official or City Official, any Family Relationship of any Elected Official or City Official, or any Affiliate Organization of any Elected Official, City Official or any their Family Relationships purchases on their own behalf or has another Person purchase on their behalf any material, item, land, improvements, service, or anything of value from the City, a City Body, or a Local Government Affiliate.

4. City and City Body Meetings.

- a. All meetings of the City Council as well as boards and commissions of the City with members that are not employees of the City shall be fully subject to the Texas Open Meetings Act and Texas Public Information Act without restriction. If any court of law, administrative court, opinion, statute, or other ruling shall determine that any entity described herein is not subject to the Texas Open Meetings Act and/or Texas Public Information Act as a matter of law, said entity shall regardless adopt the provisions of the Texas Open Meetings Act and Texas Public Information Act and conduct its affairs in full compliance, including waiving immunity for injunctive relief to enforce compliance.

- b. All meetings involving a majority of the City Council shall be live-streamed and video recorded. The City will take all necessary steps to ensure that any individual speaking during the meeting, including any individual speaking to the City Council or making any presentation to the City Council is both clearly visible and identified during the live-stream and in the video recording. The City will ensure that video and audio recordings of all City Council meetings are promptly made available to the public, and in any event within 48 hours, on the City's website.
- c. The City Council shall be permitted to meet in closed executive session to discuss certain sensitive or otherwise confidential information as allowed under Texas state law; provided, however, that any individual matter that the City Council proposes to have considered during a closed executive session must first be (1) listed on the agenda of a regular meeting of such City Council, which such agenda shall be made available to the public on the City's website in advance of such regular meeting, and (2) during that regular meeting of the City Council, approved by a unanimous vote of the City Council to have such individual matter considered during a later closed executive session.
- d. The City Council shall be permitted to meet in closed executive session to discuss certain sensitive or otherwise confidential information solely as required under Texas state law.

5. Miscellaneous.

- a. **Organizational Chart.** A comprehensive organizational chart identifying all City Bodies, Elected Officials, City Officials, administrators, employees and other staff and contract workers, the supervisor each person reports to, all position descriptions, and contact information (including city phone number and city e-mail address as applicable) updated at least quarterly.
- b. **Building Permit Application Procedures.** The procedures required to apply for all building permits and zoning variances with the specific time periods the applicant can expect for all portions of the process for which the City is responsible for performing.
- c. **Open Records Requests.** The City shall implement a system to allow citizens to submit open records requests, to track such requests, and to receive responses to such requests within 10 days at the lowest cost applicable under Texas state law, and with only the redactions and limitations that are mandatory under Texas state law.
- d. **City Body Appearances.** Any Person who appears before a City Body, before speaking, shall be asked to disclose any payments he or she or any Family Relationship, Affiliate Organization, or Family Relationship's Affiliate Organization of he or she that have been received from a City Body in the past 12 months.

SECTION 2. ETHICS & RELATED PROHIBITIONS & REQUIREMENTS

1. General Covenants and Provisions.

- a. The ethics standards set forth in this Policy are designed to:
 - i. Encourage high ethical standards in official conduct by Elected Officials and City Officials; and
 - ii. Establish minimum guidelines for ethical standards of conduct for all Elected Officials and City Officials by setting forth those acts or actions that are incompatible with the best interests of the City.
- b. These standards shall extend to the City, all City Bodies, Elected Officials, City Officials, Local Government Affiliates, Family Relationship, Affiliate Organizations and other Persons as applicable.

2. Conflicts of Interest.

- a. **Decision Making.**
 - i. Elected Officials may not vote on any matter in Section 1.3 above for which they are a conflicted party.
 - ii. City Officials may not be the deciding party on any matter in Section 1.3 above for which they are a conflicted party.
- b. **Usage of City Property.** Unless explicitly allowed in writing per the terms of employment or office holding, an Elected Official or City Official shall not use, or permit others to use, any City or City Body funds, property, or personnel for non-City or non-City Body purposes, as applicable, except when otherwise available to the public generally or to a class of residents on substantially the same terms and conditions.
- c. **Representation.** Elected Officials and City Officials shall not for pay, profit, compensation, financial gain or other benefit represent or appear on behalf of themselves or on behalf of non-City or non-City Body interests before the City or City Body.
- d. **Personnel Reporting.** No Person employed by the City or a City Body shall report directly or indirectly to a Family Relationship without the affirmative, public approval by the City Council.
- e. **Proper Contracting.** No City Official shall be the decision maker for the hiring of a Vendor whereby said Vendor or an Affiliate Organization of the Vendor is a Family Relationship of the City Official.

3. Gifts. To avoid the appearance and risk of impropriety and self-enrichment, Elected Officials and City Officials shall not solicit or accept any Gift from any Person doing business with, seeking to do business with, or being regulated by the City. Those items or services that do not constitute prohibited Gifts include, but are not limited to:

- a. Political contributions made and reported in accordance with all applicable local, state, and federal laws.
- b. Awards publicly presented in recognition of public service.

- c. Entertainment, meals or refreshments furnished in conjunction with public events, appearances, or ceremonies related to official city business, if furnished by the sponsor of such public event, and meals and refreshments having a value of less than \$200.00 when furnished or provided to an Elected Official or City Official during the conduct of public business.
 - d. Any item received by an Elected Official or City Official and immediately donated to a charitable organization.
 - e. Meals, lodging, or transportation in connection with services rendered by the Elected Official or City Official at a conference, seminar or similar event that is more than merely perfunctory.
 - f. Attendance by an Elected Official or City Official at hospitality functions at local, regional, state or national association meetings and/or conferences.
 - g. Pens, pencils, calendars, t-shirts, caps and similar items containing logos, slogans, company names or other marketing material and commonly given out for advertising purposes.
- 4. Use of Confidential Information.** Elected Officials and City Officials shall not disclose confidential or proprietary information, or any information they have acquired or obtained in the course of any fiduciary capacity or relationship, that could adversely influence the property, government, or affairs of the City, nor directly or indirectly use his or her position to secure confidential information about any Person for their financial benefit or gain.
- 5. Outside Employment and Political Activities.**
- a. Full-time City Officials must inform their supervisor in writing before engaging in off-duty employment.
 - b. The City, City Bodies, and Local Government Affiliates shall abstain from employing professional lobbyists or paying dues to any organization that employs professional lobbyists or any similar activist organizations. Any Elected Official or City Official who advocates for changes in state or federal policy, regulations, or laws in their capacity as an Elected Official or City Official shall disclose the matters promoted or opposed and to whom on the City's website within 72 hours of occurrence.
- 6. Former and Current Elected Officials and City Officials.**
- a. A former Elected Official or City Official shall not use or disclose confidential government information acquired during service as an Elected Official or City Official, provided that this Section shall not prohibit:
 - i. Any disclosure that is no longer confidential by law;
 - ii. The confidential reporting of illegal or unethical conduct to authorities designated by law; or
 - iii. As required by court order or appropriate agency.

- b. A former paid Elected Official or City Official shall not represent for compensation any person, group or entity, other than himself or herself, or his or her immediate family members, before any Election Official, City Official, City Council, or City Body for a period of 2 years after termination of his or her official duties, except by the public permission of and disclosure by the City Council.

SECTION 3. GLOSSARY OF DEFINED TERMS

1. **Rules of Construction.** Words used in the present tense include the future tense. Words used in the plural number include the singular, and words in the singular include the plural. The word "shall" is always mandatory. The word "herein" means in this Policy. The word "regulations" means the provisions of any applicable ordinance, rule, regulation or policy.
2. **Defined Terms.** For the purposes hereof, the following terms have the meanings set forth below:
 - a. **"Affiliate Organization"** means any Person in which: (1) such Person or any Family Relationship of such Person holds a five percent (5%) or greater beneficial or ownership interest; and/or (2) such Person or any Family Relationship of such Person is directly or indirectly involved in the management and/or control of such entity.
 - b. **"City"** means any home rule city which has adopted a home rule charter for its local self-governance and all its subsidiaries, or any general law city as defined in the Tex. Local Gov't Code.
 - c. **"City Body"** means the City Council and any commission or board of the City created by the City Council, together with any other governing body or group responsible for the management and administration of any City activities and their subsidiaries. "City Body" shall also include all committees, sub-committees, working groups, boards, corporations, local government corporations, commissions, agencies, departments, funds, non-profits, or any other entity created by any City Body.
 - d. **"City Council"** means the City Council or City Commission as defined in the City Charter or Local Gov't Code.
 - e. **"City Official"** means all persons appointed by the City Council or an individual City Council Member to a City Body and all employees of the City. For the avoidance of doubt, City Official shall not include the Elected Officials.
 - f. **"Elected Official"** means the elected officers of the City, including the mayor of the City and the members of the City Council.

- g. ***“Family Relationship”*** means any relationships within the third degree by consanguinity or affinity, each as defined by Tex. Gov’t Code Chapter 573. In relevant part, (A) Tex. Gov’t Code Chapter 573.023(c) provides that “[a]n individual’s relatives within the third degree by consanguinity are the individual’s: (1) parent or child (relatives in the first degree); (2) brother, sister, grandparent or grandchild (relatives in the second degree); and (3) great-grandparent, great-grandchild, aunt who is a sister of a parent of the individual, uncle who is a brother of a parent of the individual, nephew who is a child of a brother or sister of the individual, or niece who is a child of a brother or sister of the individual (relatives in the third degree)..”; and (B) Tex. Gov’t Code Chapter 573.025(b) provides that “[a]n individuals relatives within the third degree by affinity are: (1) anyone related by consanguinity to the individual’s spouse in one of the ways named in Section 573.023(c); and (2) the spouse of anyone related to the individual by consanguinity in one of the ways named in Section 573.023(c).
- h. ***“Gift”*** means a favor, service, hospitality, economic benefit, product or item having a value of \$200.00 or more, or \$500.00 or more within a 12-month period. A “Gift” does not include campaign contributions reported as required by local, state, or Federal law, money, items, or benefits received from a relative if given on account of kinship, or any value received by will, intestate succession, or as a distribution from an inter vivos or testamentary trust established by a spouse or ancestor.
- i. ***“in writing”*** shall include by memorandum, letter, or email whereby receipt is verified.
- j. ***“Local Government Affiliate”*** means any Person in which payments (other than compensation) from the City accounts for at least thirty percent (30)% of such Person’s annual revenues, whereby the City or an Elected Official or City Official appoints two or more board members, or whereby the City established or renews such Person’s charter.
- k. ***“Person”*** means any individual, corporation, sole proprietorship, organization, government or governmental subdivision or agency, business trust, estate, trust, partnership, association, limited liability company, and any other legal entity.
- l. ***“TGAA”*** means the Texas Government Accountability Association, which has been organized in accordance with the Interlocal Cooperation Act, Tex. Gov’t Code §791.001, et seq.
- m. ***“Vendor”*** means any Person that receives payments from the City or any of its City Bodies that is not employment compensation.



STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: AUGUST 15, 2023

AGENDA ITEM NUMBER: WORK SESSION ITEM III.B.

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

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

STAFF REPORT TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: AUGUST 15, 2023

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

SUBJECT

REPORTS AND ANNOUNCEMENTS

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

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

MEETING DATE: AUGUST 15, 2023

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

SUBJECT

Presentation of Award of Recognition from American Heart Association for the 2023 Mission Lifeline - EMS - Silver with Target: Heart Attack Honor Roll by Corrie Harris, Executive Director of the American Heart Association.

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

MEETING DATE: AUGUST 15, 2023

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

SUBJECT

Updates from members of the Kennedale City Council

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

MEETING DATE: AUGUST 15, 2023

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

SUBJECT

Updates from the Mayor

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

STAFF REPORT TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: AUGUST 15, 2023

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

SUBJECT

Updates from the City Manager

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: AUGUST 15, 2023

AGENDA ITEM NUMBER: REPORTS AND ANNOUNCEMENTS ITEM IV.A.5.

SUBJECT
Financial Reports for the City and the EDC.

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

1.	Monthly Financial Report - June 2023 Overview	Monthly Financial Report - June 2023 Overview.pdf
2.	Monthly Financial Report - June 2023 Detail	Monthly Financial Report - June 2023 Detail.pdf



CITY OF KENNEDALE MONTHLY FINANCIAL REPORT Month Ended June 30, 2023 EXECUTIVE OVERVIEW

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

FROM Jon Horton, Finance Director

DATE August 15, 2023

SUBJECT Monthly Financial Report for June 2023

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

Results through June represent 75% of the fiscal year.

GENERAL FUND (01)

- ◊ Property tax revenues received year-to-date \$5,691,215; 104.4% of total budget; prior year receipts through June were 98.4% of total
- ◊ Sales tax revenues received year-to-date \$1,236,073; 62.1% of total budget; receipts from the State are two months delayed; i.e. October sales taxes are received in December; November in January, etc.
- ◊ Prior year Sales Tax receipts through June were \$1,067,993; 57.4% of budget
- ◊ General Fund expenditures year-to-date \$6,728,141; 65.5% of total budget
- ◊ Fund Balance year-to-date is \$4,042,492; 140 days of total budgeted expenditures and transfers out; revenues are ahead of spending for the fiscal year therefore fund balance is more than the projected fund balance for year-end of \$2,180,806 or 76 days of total budgeted expenditures and transfers out

WATER/SEWER FUND (10)

- ◊ Water service sales year-to-date \$1,810,689.42; 74.8% of budget
- ◊ Sewer service sales year-to-date \$1,328,824.90; 82.8% of budget
- ◊ Utility Billing and Operations expenditures year-to-date \$2,475,971; 79.6% of total budget
- ◊ Working Capital year-to-date is \$2,512,022; 202 days of total budgeted expenditures and transfers out; budgeted Days of Working Capital at year-end is 186 days

STORMWATER FUND (07)

- ◊ Drainage fees year-to-date \$204,835; 76.2% of budget
- ◊ Stormwater Fund expenditures year-to-date \$125,834; 72.7% of total budget
- ◊ Working Capital year-to-date is \$750,3734; 1, 303 days of total budgeted expenditures and transfers out; budgeted Days of Working Capital at year-end is 1,278 days

EDC FUND (15)

- ◊ Sales tax revenues received year-to-date \$685,559; 67.2% of total budget; receipts from the State are two months delayed; i.e. October sales taxes are received in December; November in January, etc.
- ◊ Prior year Sales Tax receipts through June were 604,171; 61.8% of budget
- ◊ Rental fees for the Shopping Center year-to-date \$229,530; 78.1% of total budget
- ◊ EDC Operations expenditures year-to-date \$388,686; 66.6% of total budget; includes \$52,397 for annual Christmas event
- ◊ EDC Town Shopping Center expenditures year-to-date \$57,358; 86.8% of total budget; \$14,857 of total expenditures was for insurance costs which are paid in October
- ◊ Fund Balance year-to-date is \$1,615,511; 686 days of total budgeted expenditures and transfers out; budgeted Fund Balance at year-end is 718 days

CITY OF KENNEDALE MONTHLY FINANCIAL REPORT
Month Ended June 30, 2023

GENERAL FUND (01)									
Fund / Description	PRIOR YEAR FY2022				CURRENT YEAR FY2023				
	Actual for Year	Current Month	Year To Date	% Received/ Expended YTD	Approved Budget	Current Month	Year To Date	% Received/ Expended YTD	Remaining Budget
GENERAL FUND REVENUES									
Property Taxes	\$ 5,067,570	\$ 83,823	\$ 4,985,672	98.4%	\$ 5,452,751	509,482	\$ 5,691,215	104.4%	\$ (238,464)
Sales Taxes	1,859,721	147,419	1,067,993	57.4%	1,991,717	169,634	1,236,073	62.1%	755,644
Grants and Contributions	43,601	(31,835)	6,496	14.9%	895,000	(53,509)	71,698	8.0%	823,302
Licenses and Permits	328,781	17,498	262,202	79.7%	354,928	4,475	208,175	58.7%	146,753
Fines and Fees	162,514	14,034	110,512	68.0%	144,066	24,287	160,748	111.6%	(16,682)
Charges for Services	291,150	3,343	185,432	63.7%	307,250	40,572	163,758	53.3%	143,492
Intergovernmental	166,796	4,232	95,122	57.0%	161,590	46,532	100,670	62.3%	60,920
All Other Revenues	103,175	67,682	80,308	77.8%	41,676	25,293	152,459	365.8%	(110,783)
Total General Fund Revenues	8,023,308	306,196	6,793,736	84.7%	9,348,978	766,765	7,784,796	83.3%	1,564,182
GENERAL FUND EXPENDITURES									
City Manager - Dept 01	199,237	7,593	166,002	83.3%	327,672	118,889	240,005	73.2%	87,667
Mayor/Council - Dept 02	198,588	21,954	130,263	65.6%	185,500	18,214	80,084	43.2%	105,416
City Secretary - Dept 03	72,336	2,459	35,376	48.9%	168,463	64,174	98,624	58.5%	69,839
Municipal Court - Dept 04	127,344	9,833	86,492	67.9%	182,373	20,356	123,329	67.6%	59,044
Human Resources - Dept 05	151,238	9,735	98,827	65.3%	186,406	18,167	117,452	63.0%	68,954
Finance - Dept 07	477,054	12,219	319,234	66.9%	511,396	107,670	343,303	67.1%	168,093
Police - Dept 09	3,153,124	230,994	2,176,866	69.0%	3,483,034	226,818	2,445,604	70.2%	1,037,430
Fire - Dept 10	2,552,059	181,696	1,751,778	68.6%	3,522,918	351,386	1,956,936	55.5%	1,565,982
Community Development - Dept 12	531,981	39,541	330,711	62.2%	653,505	68,410	414,667	63.5%	238,838
Senior Citizen Center - Dept 16	31,758	1,745	19,515	61.4%	57,716	5,741	30,899	53.5%	26,817
Library - Dept 17	285,405	18,388	157,968	55.3%	365,199	39,953	275,308	75.4%	89,891
Non Departmental - Dept 90	616,188	15,761	510,957	82.9%	622,577	160,990	601,930	96.7%	20,647
Total General Fund Expenditures	8,396,312	551,919	5,783,989	68.9%	10,266,759	1,200,768	6,728,141	65.5%	3,538,618
Revenues Over (Under) Expenditures	(373,004)	(245,722)	1,009,747		(917,781)	(434,003)	1,056,656		
Transfers In	606,207	48,274	434,462	71.7%	1,193,374	99,448	895,030	75.0%	298,344
Transfers (Out)	(182,521)	(15,210)	(136,891)	0.0%	(275,593)	(10,000)	(90,000)	32.7%	(185,593)
Net Change in Fund Balance	50,682	(212,659)	1,307,318		-	(344,555)	1,861,686		
Beginning Fund Balance - October 1	2,519,197		2,519,197		2,180,806		2,180,806		
Prior Period Adjustment	(389,073)		(389,073)		-		-		
Ending Fund Balance - year-to-date	\$ 2,180,806		\$ 3,437,442		\$ 2,180,806		\$ 4,042,492		
Average Daily Annual Expenditures	\$ 23,504				\$ 28,883				
Days of Fund Balance	93		146		76		140		

CITY OF KENNEDALE MONTHLY FINANCIAL REPORT
Month Ended June 30, 2023

UTILITY FUNDS										
Fund / Description	PRIOR YEAR FY2022				CURRENT YEAR FY2023					
	Actual for Year	Current Month	Year To Date	% Received/ Expended YTD	Approved Budget	Current Month	Year To Date	% Received/ Expended YTD	Remaining Budget	
Stormwater Utility Fund (07)										
Stormwater Utility Fund Revenues	\$ 362,315	\$ 23,035	\$ 202,694	55.9%	\$ 269,688	\$ 26,296	\$ 226,813	84.1%	\$ 42,875	
Stormwater Utility Fund Expenditures	83,496	1,191	22,893	27.4%	210,221	15,727	152,834	72.7%	57,387	
Revenues Over (Under) Expenditures	278,819	21,844	179,801		59,467	10,569	73,979			
Beginning Working Capital - October 1	397,575		397,575		676,394		676,394			
Ending Working Capital - year-to-date	\$ 676,394		\$ 577,376		\$ 735,861		\$ 750,373			
Average Daily Annual Expenditures	\$ 229				\$ 576					
Days of Working Capital	2,957		2,524		1,278		1,303			
Water/Sewer Fund (10)										
Water/Sewer Fund Revenues	\$ 4,254,031	\$ 510,691.99	\$ 3,417,037	80.3%	\$ 4,359,179	\$ 638,170	\$ 3,544,515	81.3%	\$ 814,664	
Water/Sewer Fund Expenditures										
Utility Billing - Dept 01	1,344,261	122,837	847,317	63.0%	1,630,355	50,691	938,171	57.5%	692,184	
Operations - Dept 02	2,673,902	115,523	1,078,855	40.3%	1,479,759	778,585	1,537,800	103.9%	(58,041)	
Debt Service - Dept 03	51,468	-	272,384	529.2%	293,930	-	276,243	94.0%	17,687	
Capital Projects - Dept 04	10,640	1,110	45,594	428.5%	448,800	112,249	140,849	31.4%	307,951	
Non Departmental - Dept 90	1,481,590	70,222	652,734	44.1%	697,279	57,952	588,731	84.4%	108,548	
Total Water/Sewer Fund Expenditures	5,561,861	309,692	2,896,885	52.1%	4,550,123	999,476	3,481,794	76.5%	1,068,329	
Revenues Over (Under) Expenditures	(1,307,830)		520,153		(190,944)	(361,306)	62,721			
Transfers In	187,525	15,627	140,644	75.0%	187,525	-	125,017	66.7%	62,508	
Net Change in Fund Balance	(1,120,305)		660,796		(3,419)	(361,306)	187,738			
Beginning Working Capital - October 1	3,444,589		3,444,589		2,324,284		2,324,284			
Ending Working Capital - year-to-date	\$ 2,324,284		\$ 4,105,385		\$ 2,320,865		\$ 2,512,022			
Average Daily Annual Expenditures	\$ 15,238				\$ 12,466					
Days of Working Capital	153		269		186		202			
Water Impact Fee Fund (61)										
Water Impact Fund Revenues	\$ 61,413	\$ 2,926	\$ 55,195	89.9%	\$ 60,100	\$ 3,371	\$ 15,275	25.4%	\$ 44,825	
Water Impact Fund Expenditures	0	-	-	0.0%	50,000	-	-	0.0%	50,000	
Revenues Over (Under) Expenditures	61,413	2,926	55,195		10,100	3,371	15,275			
Transfers (Out)	0	-	-	0.0%	(30,000)	(2,500)	(22,500)	75.0%	(7,500)	
Net Change in Fund Balance	61,413	2,926	55,195		(19,900)	871	(7,225)			
Beginning Fund Balance - October 1	48,259		48,259		109,672		109,672			
Ending Fund Balance - year-to-date	\$ 109,672		\$ 103,454		\$ 89,772		\$ 102,447			
Sewer Impact Fee Fund (62)										
Fund 62 Sewer Impact Fund Revenues	\$ 74,857	\$ 3,073	\$ 68,093	91.0%	\$ 70,600	\$ 3,723	\$ 14,309	20.3%	\$ 56,291	
Fund 62 Sewer Impact Fund Expenditures	0	-	-	0.0%	50,000	-	-	0.0%	50,000	
Revenues Over (Under) Expenditures	74,857	3,073	68,093		20,600	3,723	14,309			
Transfers (Out)	(60,000)	(5,000)	(45,000)	75.0%	(60,000)	(5,000)	(45,000)	75.0%	(15,000)	
Net Change in Fund Balance	14,857	(1,927)	23,093		(39,400)	(1,277)	(30,691)			
Beginning Fund Balance - October 1	170,067		170,067		184,924		184,924			
Ending Fund Balance - year-to-date	\$ 184,924		\$ 193,160		\$ 145,524		\$ 154,233			

CITY OF KENNEDALE MONTHLY FINANCIAL REPORT
Month Ended June 30, 2023

DEBT SERVICE FUND (02)									
Fund / Description	PRIOR YEAR FY2022				CURRENT YEAR FY2023				
	Actual for Year	Current Month	Year To Date	% Received/ Expended YTD	Approved Budget	Current Month	Year To Date	% Received/ Expended YTD	Remaining Budget
Debt Service Fund Revenues	\$ 1,945,374	\$ 28,575	\$ 1,662,682	85.5%	\$ 1,472,427	\$ (351,090)	\$ 1,392,674	94.6%	\$ 79,753
Debt Service Fund Expenditures	1,794,886	-	1,540,962	85.9%	1,672,427	2,250	1,562,047	93.4%	110,380
Revenues Over (Under) Expenditures	150,488	28,575	121,720		(200,000)	(353,340)	(169,373)		
Beginning Fund Balance - October 1	687,654		687,654		838,142		838,142		
Ending Fund Balance - <i>year-to-date</i>	<u>\$ 838,142</u>		<u>\$ 809,374</u>		<u>\$ 638,142</u>		<u>\$ 668,769</u>		

CITY OF KENNEDALE MONTHLY FINANCIAL REPORT
Month Ended June 30, 2023

CAPITAL PROJECT FUNDS									
Fund / Description	PRIOR YEAR FY2022				CURRENT YEAR FY2023				
	Actual for Year	Current Month	Year To Date	% Received/ Expended YTD	Approved Budget	Current Month	Year To Date	% Received/ Expended YTD	Remaining Budget
Capital Projects Fund (04)									
Capital Projects Fund Revenues	\$ 134,005	\$ 165	\$ 57,850	43.2%	\$ 86,711	\$ 1,183	\$ 61,642	71.1%	\$ 25,069
Capital Projects Fund Expenditures	0	-	-	0.0%	0	-	-	0.0%	0
Revenues Over (Under) Expenditures	134,005	165	57,850		86,711	1,183	61,642		
Transfers (Out)	(106,501)	-	-	0.0%	(104,800)	-	-	0.0%	(104,800)
Net Change in Fund Balance	27,504	165	57,850		(18,089)	1,183	61,642		
Beginning Fund Balance - October 1	147,087		147,087		174,591		174,591		
Ending Fund Balance - year-to-date	<u>\$ 174,591</u>		<u>\$ 204,937</u>		<u>\$ 156,502</u>		<u>\$ 236,233</u>		
Capital Bond Fund (13)									
Capital Bond Fund Revenues	\$ 6,199,105	\$ 6,645	\$ 6,030,661	97.3%	\$ 24,000	\$ 33,512	\$ 152,022	633.4%	\$ (128,022)
Capital Bond Fund Expenditures	311,555	6,044	55,486	17.8%	4,300,000	57,511	1,780,256	41.4%	2,519,744
Revenues Over (Under) Expenditures	5,887,550	601	5,975,175		(4,276,000)	(23,999)	(1,628,234)		
Beginning Fund Balance - October 1	2,170,389		2,170,389		8,057,939		8,057,939		
Ending Fund Balance - year-to-date	<u>\$ 8,057,939</u>		<u>\$ 8,145,564</u>		<u>\$ 3,781,939</u>		<u>\$ 6,429,705</u>		
Park Dedication Fund (14)									
Park Dedication Fund Revenues	\$ 51,843	\$ 1,756	\$ 46,040	88.8%	\$ 52,280	\$ 4,850	\$ 24,366	46.6%	\$ 27,914
Park Dedication Fund Expenditures	125	-	125	100.0%	220,195	-	-	0.0%	220,195
Revenues Over (Under) Expenditures	51,718	1,756	45,915		(167,915)	4,850	24,366		
Beginning Fund Balance - October 1	648,018		648,018		699,736		699,736		
Ending Fund Balance - year-to-date	<u>\$ 699,736</u>		<u>\$ 693,933</u>		<u>\$ 531,821</u>		<u>\$ 724,102</u>		
Library Building Fund (32)									
Library Building Fund Revenues	\$ 399	\$ 18	\$ 134	33.6%	\$ 0	\$ 45	\$ 188	0.0%	\$ (188)
Library Building Fund Expenditures	0	-	-	0.0%	0	-	-	0.0%	0
Revenues Over (Under) Expenditures	399	18	134		0	45	188		
Beginning Fund Balance - October 1	(2,267)		(2,267)		(1,868)		(1,868)		
Ending Fund Balance - year-to-date	<u>\$ (1,868)</u>		<u>\$ (2,133)</u>		<u>\$ (1,868)</u>		<u>\$ (1,680)</u>		
Roadway Impact Fee Fund (45)									
Roadway Impact Fee Fund Revenues	\$ 117,270	\$ 4,686	\$ 96,721	82.5%	\$ 100,300	\$ 2,214	\$ 41,912	41.8%	\$ 58,388
Roadway Impact Fee Fund Exp	0	-	-	0.0%	0	-	-	0.0%	0
Revenues Over (Under) Expenditures	117,270	4,686	96,721		100,300	2,214	41,912		
Transfers (Out)	(137,525)	(11,460)	(103,144)	75.0%	(107,525)	(8,960)	(80,644)	75.0%	(26,881)
Net Change in Fund Balance	(20,255)	(6,774)	(6,423)		(7,225)	(6,747)	(38,731)		
Beginning Fund Balance - October 1	643,859		643,859		623,604		623,604		
Ending Fund Balance - year-to-date	<u>\$ 623,604</u>		<u>\$ 637,436</u>		<u>\$ 616,379</u>		<u>\$ 584,873</u>		

CITY OF KENNEDALE MONTHLY FINANCIAL REPORT
Month Ended June 30, 2023

SPECIAL REVENUE FUNDS										
Fund / Description	PRIOR YEAR FY2022				CURRENT YEAR FY2023					
	Actual for Year	Current Month	Year To Date	% Received/ Expended YTD	Approved Budget	Current Month	Year To Date	% Received/ Expended YTD	Remaining Budget	
TIF #1 New Hope Fund (21)										
TIF #1 New Hope Fund Revenues	\$ 200,665	\$ 29,891	\$ 180,308	89.9%	\$ 68,488	\$ 7,408	\$ 8,913	13.0%	\$ 59,575	
TIF #1 New Hope Fund Expenditures	0	-	-	0.0%	0	11,892	11,892	100.0%	(11,892)	
Revenues Over (Under) Expenditures	200,665	29,891	180,308		68,488	(4,485)	(2,980)			
Transfers In	10,000	833	7,500	75.0%	165,593	152,050	158,716	95.8%	6,877	
Net Change in Fund Balance	210,665	30,724	187,808		234,081	147,565	155,737			
Beginning Fund Balance - October 1	(231,687)		(231,687)		(21,022)		(21,022)			
Ending Fund Balance - year-to-date	\$ (21,022)		\$ (43,879)		\$ 213,059		\$ 134,715			
Hotel/Motel Tax Fund (30)										
Hotel/Motel Tax Fund Revenues	\$ 12,365	\$ 28	\$ 6,111	49.4%	\$ 9,120	\$ 263	\$ 19,747	216.5%	\$ (10,627)	
Hotel/Motel Tax Fund Expenditures	0	-	-	0.0%	20,000	3,258	10,660	53.3%	9,340	
Revenues Over (Under) Expenditures	12,365	28	6,111		(10,880)	(2,995)	9,087			
Beginning Fund Balance - October 1	29,562		29,562		41,927		41,927			
Ending Fund Balance - year-to-date	\$ 41,927		\$ 35,673		\$ 31,047		\$ 51,014			
Police Seizure Fund (31)										
Police Seizure Fund Revenues	\$ 2,987	\$ 3	\$ 2,970	99.4%	\$ 1,403	\$ 18	\$ 76	5.4%	\$ 1,327	
Police Seizure Fund Expenditures	0	-	-	0.0%	12,000	-	-	0.0%	12,000	
Revenues Over (Under) Expenditures	2,987	3	2,970		(10,597)	18	76			
Beginning Fund Balance - October 1	663		663		3,650		3,650			
Ending Fund Balance - year-to-date	\$ 3,650		\$ 3,633		\$ (6,947)		\$ 3,726			
LEOSE Fund (34)										
LEOSE Fund Revenues	\$ 1,422	\$ -	\$ 1,414	99.4%	\$ 1,747	\$ -	\$ 1,422	81.4%	\$ 325	
LEOSE Fund Expenditures	0	-	-	0%	1,747	-	1,590	91.0%	157	
Revenues Over (Under) Expenditures	1,422	-	1,414		0	-	(168)			
Beginning Fund Balance - October 1	1,886		1,886		3,308		3,308			
Ending Fund Balance - year-to-date	\$ 3,308		\$ 3,300		\$ 3,308		\$ 3,140			
Disaster Recovery Fund (35)										
Disaster Recovery Fund Revenues	\$ 146,353	\$ 863	\$ 3,800	2.6%	\$ 1,955,000	\$ 8,690	\$ 42,075	2.2%	\$ 1,912,925	
Disaster Recovery Fund Expenditures	139,053	-	-	0.0%	1,955,000	712	185,287	9.5%	1,769,713	
Revenues Over (Under) Expenditures	7,300	863	3,800		0	7,978	(143,212)			
Beginning Fund Balance - October 1	-		-		7,300		7,300			
Ending Fund Balance - year-to-date	\$ 7,300		\$ 3,800		\$ 7,300		\$ (135,912)			

CITY OF KENNEDALE MONTHLY FINANCIAL REPORT
Month Ended June 30, 2023

OTHER FUNDS									
Fund / Description	PRIOR YEAR FY2022				CURRENT YEAR FY2023				
	Actual for Year	Current Month	Year To Date	% Received/ Expended YTD	Approved Budget	Current Month	Year To Date	% Received/ Expended YTD	Remaining Budget
Capital Replacement Fund (05)									
Capital Replacement Fund Revenues	\$ 243,723	\$ 20,049	\$ 181,901	74.6%	\$ 153,400	\$ 12,685	\$ 176,622	115.1%	\$ (23,222)
Capital Replacement Fund Expenditures	679,483	12,602	135,546	19.9%	167,153	-	88,091	52.7%	79,062
Revenues Over (Under) Expenditures	(435,760)	7,447	46,355		(13,753)	12,685	88,531		
Beginning Fund Balance - October 1	36,503		36,503		(399,257)		(399,257)		
Ending Fund Balance - year-to-date	<u>\$ (399,257)</u>		<u>\$ 82,858</u>		<u>\$ (413,010)</u>		<u>\$ (310,726)</u>		
Court Security Fund (12)									
Court Security Fund Revenues	\$ 4,110	\$ 363	\$ 2,781	67.7%	\$ 2,950	\$ 733	\$ 3,082	104.5%	\$ (132)
Court Security Fund Expenditures	0	-	-	0.0%	12,000	-	4,494	37.5%	7,506
Revenues Over (Under) Expenditures	4,110	363	2,781		(9,050)	733	(1,412)		
Beginning Fund Balance - October 1	25,248		25,248		29,358		29,358		
Ending Fund Balance - year-to-date	<u>\$ 29,358</u>		<u>\$ 28,029</u>		<u>\$ 20,308</u>		<u>\$ 27,946</u>		
Court Technology Fund (16)									
Court Technology Fund Revenues	\$ 3,437	\$ 293	\$ 2,363	68.8%	\$ 2,040	\$ 593	\$ 3,523	172.7%	\$ (1,483)
Court Technology Fund Expenditures	0	-	-	0.0%	0	107	107	100.0%	(107)
Revenues Over (Under) Expenditures	3,437	293	2,363		2,040	486	3,416		
Beginning Fund Balance - October 1	14,332		14,332		17,769		17,769		
Ending Fund Balance - year-to-date	<u>\$ 17,769</u>		<u>\$ 16,695</u>		<u>\$ 19,809</u>		<u>\$ 21,185</u>		
Street Improvement Fund (17)									
Street Improvement Fund Revenues	\$ 923,743	\$ 144,680	\$ 749,633	81.2%	\$ 901,630	\$ 149,190	\$ 646,794	71.7%	\$ 254,836
Street Improvement Fund Expenditures	784,440	108,406	564,960	72.0%	869,603	142,121	712,794	82.0%	156,809
Revenues Over (Under) Expenditures	139,303	36,274	184,673		32,027	7,069	(66,000)		
Transfers In	19,995	-	-	0.0%	112,248	-	74,832	66.7%	37,416
Transfers (Out)	(37,142)	52,617	27,856	-75.0%	(151,797)	27,200	14,400	-9.5%	(166,197)
Net Change in Fund Balance	122,156	88,891	212,529		(7,522)	34,269	23,232		
Beginning Fund Balance - October 1	262,500		262,500		384,656		384,656		
Ending Fund Balance - year-to-date	<u>\$ 384,656</u>		<u>\$ 475,029</u>		<u>\$ 377,134</u>		<u>\$ 407,888</u>		
Juvenile Case Manager Fund (18)									
Juvenile Case Manager Fund Revenues	\$ 500	\$ 13	\$ 393	78.6%	\$ 525	\$ 70	\$ 419	79.8%	\$ 106
Juvenile Case Manager Fund Exp	0	-	-	0.0%	0	-	-	0.0%	0
Revenues Over (Under) Expenditures	500	13	393		525	70	419		
Beginning Fund Balance - October 1	8,123		8,123		8,623		8,623		
Ending Fund Balance - year-to-date	<u>\$ 8,623</u>		<u>\$ 8,516</u>		<u>\$ 9,148</u>		<u>\$ 9,042</u>		
Park Recovery/Donation Fund (41)									
Park Rec/Donation Fund Revenues	\$ 26,674	\$ 9,315	\$ 16,953	63.6%	\$ 120	\$ 158	\$ 613	511.2%	\$ (493)
Park Rec/Donation Fund Expenditures	26,497	15,929	17,679	66.7%	33,070	1,235	(358)	-1.1%	33,428
Revenues Over (Under) Expenditures	177	(6,614)	(726)		(32,950)	(1,077)	972		
Beginning Fund Balance - October 1	(244)		(244)		(67)		(67)		
Ending Fund Balance - year-to-date	<u>\$ (67)</u>		<u>\$ (970)</u>		<u>\$ (33,017)</u>		<u>\$ 905</u>		

CITY OF KENNEDALE MONTHLY FINANCIAL REPORT
Month Ended June 30, 2023

OTHER FUNDS - <i>continued</i>									
Fund / Description	PRIOR YEAR FY2022				CURRENT YEAR FY2023				
	Actual for Year	Current Month	Year To Date	% Received/ Expended YTD	Approved Budget	Current Month	Year To Date	% Received/ Expended YTD	Remaining Budget
Tree Restoration Fund (83)									
Tree Restoration Fund Revenues	\$ 481	\$ 58	\$ 133	27.7%	\$ 300	\$ 2,363	\$ 6,498	2166.0%	\$ (6,198)
Tree Restoration Fund Expenditures	0	-	-	0.0%	30,000	-	-	0.0%	30,000
Revenues Over (Under) Expenditures	481	57.94	133		(29,700)	2,363	6,498		
Beginning Fund Balance - October 1	71,054		71,054		71,535		71,535		
Ending Fund Balance - <i>year-to-date</i>	<u>\$ 71,535</u>		<u>\$ 71,187</u>		<u>\$ 41,835</u>		<u>\$ 78,033</u>		
Unclaimed Property Fund (85)									
Unclaimed Property Fund Revenues	\$ 13	\$ 1	\$ 3	23.1%	\$ 4	\$ -	\$ 18	443.8%	\$ (14)
Unclaimed Property Fund Expenditures	0	-	-	0.0%	20	-	-	0.0%	20
Revenues Over (Under) Expenditures	13	1	3		(16)	-	18		
Transfers (Out)	0	-	-	0.0%	(1,900)	-	-	0.0%	(1,900)
Net Change in Fund Balance	13	1	3		(1,916)	-	18		
Beginning Fund Balance - October 1	303		303		316		316		
Ending Fund Balance - <i>year-to-date</i>	<u>\$ 316</u>		<u>\$ 306</u>		<u>\$ (1,600)</u>		<u>\$ 334</u>		

CITY OF KENNEDALE MONTHLY FINANCIAL REPORT
Month Ended June 30, 2023

EDC FUNDS									
Fund / Description	PRIOR YEAR FY2022				CURRENT YEAR FY2023				
	Actual for Year	Current Month	Year To Date	% Received/ Expended YTD	Approved Budget	Current Month	Year To Date	% Received/ Expended YTD	Remaining Budget
EDC Fund (15)									
EDC Fund Revenues	\$ 977,174	\$ 77,917	\$ 604,171	61.8%	\$ 1,019,621	\$ 92,672	\$ 685,559	67.2%	\$ 334,062
EDC Fund Expenditures									
Operations Expenditures	100,598	12,331	148,818	147.9%	583,292	38,609	388,686	66.6%	194,606
Debt Service Expenditures	173,383	4,734	289,858	167.2%	314,347	135,030	287,431	91.4%	26,916
Town Shopping Center Expenditures	59,662	5,330	49,389	82.8%	66,089	7,136	57,358	86.8%	8,731
Total EDC Fund Expenditures	333,643	22,395	488,065	146.3%	963,728	180,775	733,475	76.1%	230,253
Revenues Over (Under) Expenditures	643,531	55,522	116,106		55,893	(88,104)	(47,916)		
Transfers (Out)	(286,796)	-	-	0.0%	(56,124)	(4,677)	(42,093)	75.0%	(14,031)
Net Change in Fund Balance	356,735	55,522	116,106		(231)	(92,781)	(90,009)		
Beginning Fund Balance - October 1	1,251,693		1,251,693		2,005,520		2,005,520		
Prior Period Adjustment	397,092		397,092		-		-		
Ending Fund Balance - year-to-date	\$ 2,005,520		\$ 1,764,891		\$ 2,005,289		\$ 1,915,511		
Average Daily Annual Expenditures	\$ 1,700				\$ 2,794				
Days of Fund Balance	1,180		1,038		718		686		
EDC Bond Reserve Fund (95)									
EDC Bond Reserve Fund Revenues	\$ 851	\$ 101	\$ 235	27.6%	\$ 1,500	\$ 653	\$ 2,652	176.8%	\$ (1,152)
EDC Bond Reserve Fund Expenditures	0	-	-	0.0%	0	-	-	0.0%	0
Revenues Over (Under) Expenditures	851	101	235		1,500	653	2,652		
Beginning Fund Balance - October 1	125,724		125,724		126,575		126,575		
Ending Fund Balance - year-to-date	\$ 126,575		\$ 125,959		\$ 128,075		\$ 129,227		



STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: AUGUST 15, 2023

AGENDA ITEM NUMBER: REPORTS AND ANNOUNCEMENTS ITEM IV.A.6.

SUBJECT
Quarterly Investment report for the City.

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

1.	June 30 2023 Investment Report Signed	June 30 2023 Investment Report Signed.pdf
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Investment Report

For The Quarter Ended June 30, 2023

Table of Contents

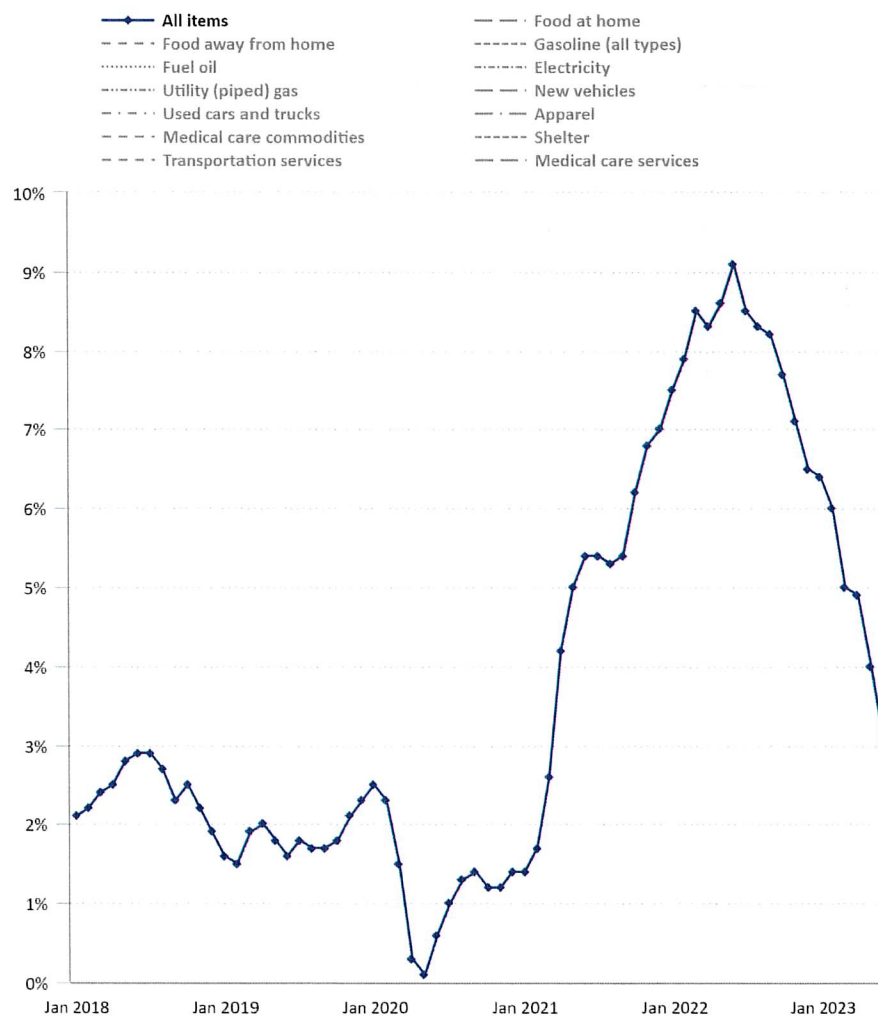
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Portfolio Presentation	5
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Domestic Economic Indicators

Consumer Price Index

Using data from the U.S. Bureau of Labor Statistics (BLS), inflation on all items in June 2023 is up 3%, which compared to a 9.1% increase from June 2022, seems like a decrease. However, it must be pointed out that figure still does represent a decrease in purchase power for our residents.

12-month change, Consumer Price Index for All Urban Consumers, by expenditure category, January 2018–June 2023, not seasonally adjusted



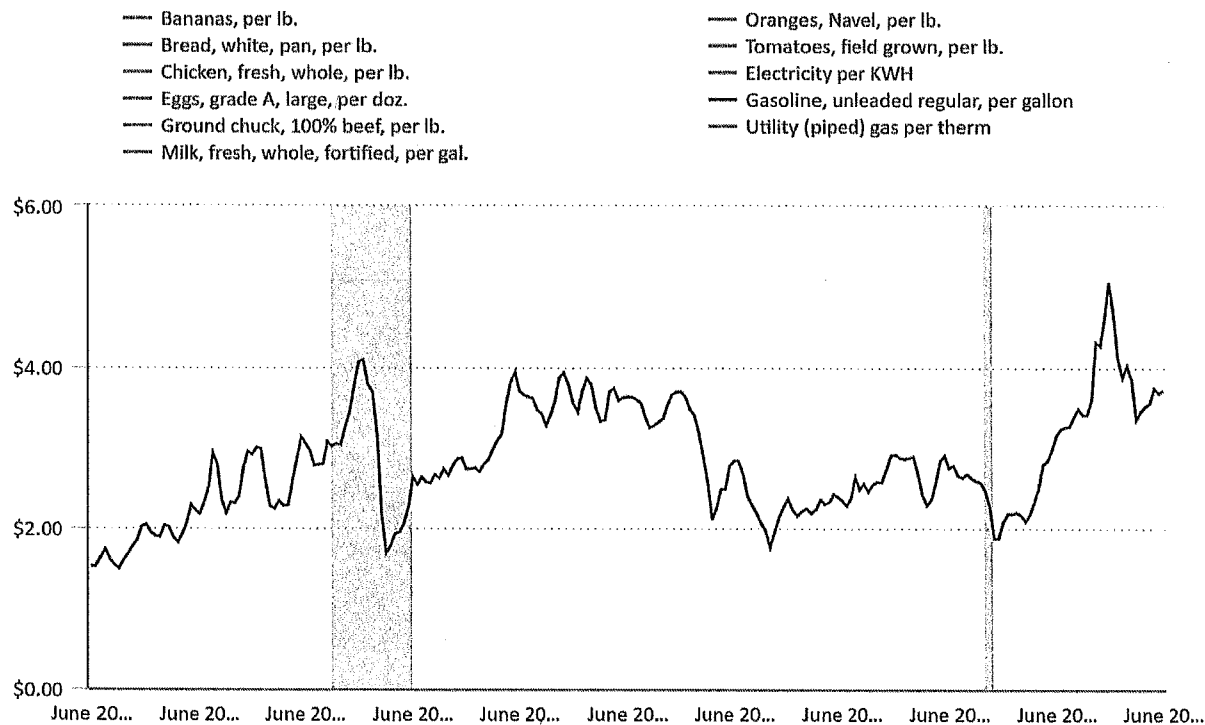
Click legend items to change data display. Hover over chart to view data.
Source: U.S. Bureau of Labor Statistics.



Average Price of Gasoline, Unleaded, Per Gallon

The BLS also lists a decrease in the price per gallon of unleaded gasoline from \$5.06 in June 2022 to \$3.71 in June 2023. This is likely to be the most favorable indicator among our citizens.

Average price data (in U.S. dollars), selected items



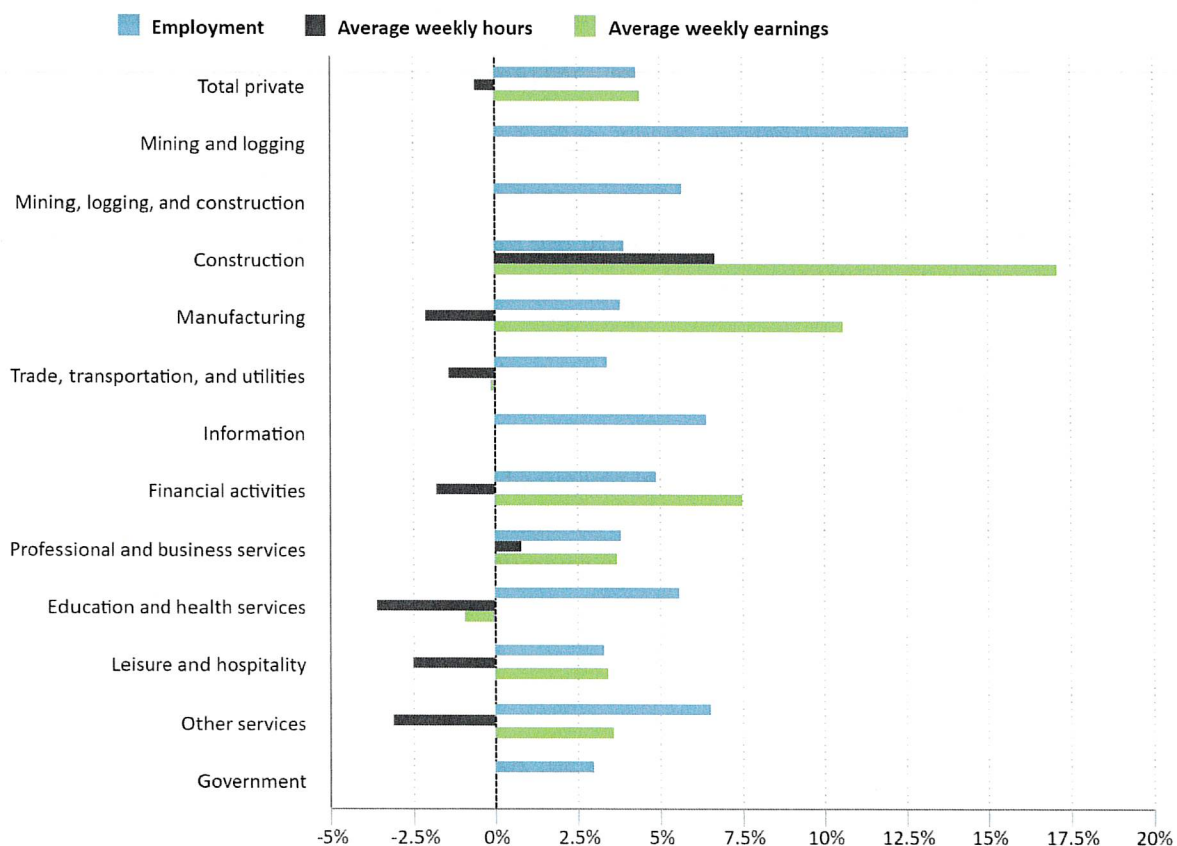
Source: U.S. Bureau of Labor Statistics.



Over-The-Year Percentage Change in Industry Employment, Average Weekly Hours, and Average Weekly Earnings

The BLS is showing that, over the last year, our State has seen increases in employment and wages across several industries, with construction and manufacturing seeing the largest increase in weekly earnings. With manufacturing being a significant industry of employment in our City, and construction as an indicator of local growth, these are welcome signals of the States' economic health. The chart below reflects only Texas' activity.

Over-the-year percentage change in industry employment, average weekly hours, and average weekly earnings, June 2023, not seasonally adjusted



Source: U.S. Bureau of Labor Statistics.



The Local Impact

Steps taken by the Federal Reserve, the Federal Government, and the market-at-large are slowing the rate of inflation. The decrease in the price of fuel is allowing our citizens the opportunity to reallocate funding, and the increase in employment within our state shows a strengthening economy. The local outlook is certainly positive.

Portfolio Presentation

The City currently has investment products with three institutions: Frost Brokerage, TexPool, and TexStar. The operating account, which is not interest bearing, is with Wells Fargo. The bulk of our tax deposits go directly into our account at TexPool. Funds are transferred to our operating account as-needed. TexStar serves as an alternative pool account. Frost Brokerage holds a money market account fully invested in Fidelity's Government Money Market Fund, CUSIP FZBXX.

Institution	Account Type	For the Quarter Ended 6/30/2023				Fiscal Year through 6/30/2023			
		Beginning Balance	Additions and Withdrawals - Net	Income	Ending Balance	Beginning Balance	Additions and Withdrawals - Net	Income	Ending Balance
TexPool	Pooled Funds	19,447,311.53	(2,580,532.07)	228,432.29	17,095,211.75	19,855,597.39	(3,376,044.81)	615,659.17	17,095,211.75
TexStar	Pooled Funds	355,610.43	-	4,437.56	360,047.99	348,689.64	-	11,358.35	360,047.99
Frost Brokerage	Money Market	3,050,804.15	-	33,371.90	3,084,176.05	2,000,486.02	1,000,000.00	83,690.03	3,084,176.05
Total Investment Activity		22,853,726.11	(2,580,532.07)	266,241.75	20,539,435.79	22,204,773.05	(2,376,044.81)	710,707.55	20,539,435.79

The quarter had gains from our investment accounts totaling \$266,241.75. Our Fiscal Year-To-Date investment gains were \$710,707.55. Due to the nature of our investment accounts those gains were immediately available to spend.

Upcoming Action

Prior to the end of this Fiscal Year the annual review of the City's Investment Policy must take place. This will likely take place during the Council Meeting taking place August 15, 2022. Annual mandatory PFIA training for staff will be reviewed prior to Investment Policy review.

Certification

This quarterly report for the Quarter ended June 30, 2023 is in compliance with the investment policy and strategy as established by the City of Kennedale, and the Public Funds Investment Act (Chapter 2256, Texas Government Code).



Darrell Hull, City Manager



Jon Horton, Director of Finance

STAFF REPORT TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: AUGUST 15, 2023

AGENDA ITEM NUMBER: CONSENT AGENDA ITEM IV.B.

SUBJECT

CONSENT AGENDA

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

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: AUGUST 15, 2023

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

SUBJECT
Approval of the minutes from the July 18, 2023 Regular Meeting

ORIGINATED BY
Raeanne Byington

SUMMARY
See attached

RECOMMENDATION
Approved

ATTACHMENTS

1.	2023.07.18 CC Meeting Minutes unsigned	2023.07.18 CC Meeting Minutes unsigned.doc
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KENNEDALE CITY COUNCIL MINUTES

REGULAR MEETING | JULY 18, 2023 AT 5:30 PM

CITY HALL COUNCIL CHAMBERS | 405 MUNICIPAL DRIVE, KENNEDALE, TX 76060

I. CALL TO ORDER

Mayor Pro Tem Kenneth Michels called the meeting to order at 5:30 p.m.

A. ROLL CALL

PRESENT: Brad Horton, Jeff Nevarez; **ABSENT:** Jan Joplin; **STAFF:** City Manager Darrell Hull, City Secretary Raeanne Byington, Director of Planning and Economic Development Nathan Gonzales, Director of Finance Jonathan Horton, Director of Human Resources Caroline Green, Public Works Director Kristian Sugrim, Fire Chief James Brown, Police Chief Michael Holguin.

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

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

Councilmember Horton received the invocation and Mayor Pro Tem Michels led the pledges.

C. Swearing in of City Council, Place 4 appointee Bryant Griffith.

City Secretary Raeanne Byington swore in Bryant Griffith to City Council, Place 4.

Councilmember Bryant then took the dais for the meeting.

II. WORK SESSION

A. WORK SESSION REPORTS

There was no discussion at this time.

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

There was no discussion at this time.

III. VISITOR AND CITIZEN FORUM

A. VISITOR AND CITIZEN FORUM

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

Felicia Moody, at 1015 N Little School Rd, approached the podium and requested funds for the Kennedale Moms of Color. She requested that the City Council fund the Juneteenth celebration in the amount of \$15000 for the 2024 year and that they consider giving \$250,000 to construct the Ingrid Sargent Community Center.

Tamiko Sargent, at 905 Shady Oaks Dr, approached the podium and echoed Ms. Moody's statements on funding the 2 programs.

IV. REGULAR SESSION

A. REPORTS AND ANNOUNCEMENTS

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

1. Updates from members of the Kennedale City Council
Councilmember Gilley met with a few citizens on various issues.
Councilmember Horton welcomed our new Councilmember Bryant Griffith. He encouraged everyone in Kennedale to try Carmen's Tex Mex food truck. He attended the EDC meeting last months and gave a shout out to the KHS Basketball coaches who put on the KHS Basketball Camp.
Councilmember Nevarez stated he spoke with citizens about the train issues. He also had talked with some food truck owners about the possibility of a Food Truck Park in Kennedale that the EDC is discussing. He attended the ribbon cutting for the Infinity Book Store and is excited to attend Newly Elected Official Training in Round Rock this week with Councilman Griffith. He asked for prayer requests for Judge Gallagher and thanked Wendy Burgess for her congratulatory note and friendship.
Councilmember Griffith thanked the council and said it is an honor to serve the city of Kennedale.
2. Updates from the Mayor
Mayor Pro Tem Kenneth Michels attended the Chamber Luncheon and fielded citizens' complaints about the train stopping across the tracks and a field that is used for growing hay. He attended both the ribbon cuttings the chamber had.
3. Updates from the City Manager
City Manager Darrell Hull reminded everyone of the Back to School Bash on August Backpacks with supplies will be given out to Elementary students and Chromebook Covers to Secondary students from 9-noon at the Senior Citizen Center. New Hope is nearing completion and on target for the end of July/first of August. He mentioned citizens can keep up to date on our Social Media platforms and can get important announcements via the Everbridge public announcement system.
4. Financial Reports for the City.
Finance Director Jon Horton was available for questions about the financials. Councilmember Gilley asked about TIRZ Fund and when we would receive information from the tax assessor. Director Horton stated when he reports on the June numbers it will reflect more accuracy and the worksheet will be done by July 27th and will return to the Tax Assessor for August 4th.

B. CONSENT AGENDA

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

Motion Approve. **Action** Approve the Consent Agenda, as presented. **Moved By** Rockie Gilley.

Seconded By Brad Horton. **Motion passed unanimously.**

1. Approval of the minutes from the June 6, 2023 City Council Budget Workshop.
2. Approval of the minutes from the July 13, 2023 Special Meeting
3. Consider approval of an amendment to the ordinance that allows boards to vote in their own chair/vice chair. Instead the City Council will appoint said positions.
4. Consider approval of a resolution to allow City Council to appoint the Executive Officers

of the Kennedale Economic Development Corporation.

5. Consider approval of an Interlocal Agreement with Tarrant County for the assistance of improving the drainage at the 5700 block of Eden Road.

C. ITEMS FOR INDIVIDUAL CONSIDERATION

V. EXECUTIVE SESSION

Mayor Pro Tem Michels recessed to Executive Session at 5:55 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.*

There were no Items for Individual Consideration.

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.*

1. RFQs for City Attorney and Engineering Services.
2. City Manager Evaluation.

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

No action taken after Executive Session.

VII. ADJOURNMENT

Motion to Adjourn by Councilmember Nevarez. Seconded by Councilmember Horton.
Motion passes unanimously.

Mayor Pro Tem Michels adjourned at 7:39 pm.

APPROVED:

ATTEST:

MAYOR PRO TEM KENNETH MICHELS

CITY SECRETARY RAEANNE BYINGTON

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: AUGUST 15, 2023

AGENDA ITEM NUMBER: INDIVIDUAL CONSIDERATION ITEM IV.C.

SUBJECT
ITEMS FOR INDIVIDUAL CONSIDERATION

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

STAFF REPORT TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: AUGUST 15, 2023

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

SUBJECT

Approval of the 2023-2024 Interlocal Agreement (ILA) with the City of Ft. Worth for rabies control and use of the City of Ft. Worth Animal Shelter

ORIGINATED BY

Mike Holguin, Police Chief

SUMMARY

The City currently contracts with Fort Worth for animal control services reference Chapter 791 of the Texas Government Code and Chapter 826 of the Texas Health and Safety Code- The Rabies Control Act of 1981.

Costs charged to the City are included in Exhibit A (not to exceed \$495.22 per animal for impoundment; and not to exceed \$250.00 for rabies specimens). The contract also outlines a maximum annual cost to the City of \$55,000 for all services. This ILA term begins on October 1, 2023 and ends on September 30, 2024, but can be canceled with 30 days' written notice by either party.

NEW INFORMATION:

Under the terms of the previous ILA with the City of Fort Worth, the cost of impoundment per animal has increased from \$480.80 to \$495.22. The cost for a rabies specimen has increased from \$200.00 to \$250.00.

Staff appreciates the Council's consideration and will be available to answer questions.

RECOMMENDATION

Approve

ATTACHMENTS

1.	Rabies Control ILA for City of Kennedale FY2024 5-5 (Final) (002)	Rabies Control ILA for City of Kennedale FY2024 5-5 (Final) (002).pdf
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STATE OF TEXAS

§
§
§

COUNTY OF TARRANT

**INTERLOCAL AGREEMENT FOR RABIES CONTROL
CITY OF KENNEDALE**

THIS AGREEMENT is made and entered into by and between the City of Fort Worth, a home-rule municipal corporation situated in Tarrant, Denton, Parker, Johnson and Wise Counties, Texas, acting by and through its duly authorized Assistant City Manager (hereinafter referred to as “City”), and the City of Kennedale, Texas, a home rule city located in Tarrant County, Texas, acting by and through its duly authorized Mayor (hereinafter referred to as “Kennedale”).

WHEREAS, Chapter 791 of the Texas Government Code authorizes the formulation of interlocal cooperation agreements between and among municipalities and counties for the performance of governmental functions; and

WHEREAS, Chapter 826 of the Texas Health and Safety Code, also known as the Rabies Control Act of 1981 (hereinafter referred to as the “Act”), requires governing bodies of each municipality to designate a local rabies control authority to enforce the Act and minimum standards for rabies control adopted by the Texas Department of State Health Services; and

WHEREAS, Section 826.016 of said Act authorizes a municipality to enter into agreements with public entities to carry out activities required or authorized under the Act; and

WHEREAS, Kennedale wishes to participate in an interlocal agreement with City for the purpose of limited rabies control in the City of Kennedale; and

WHEREAS, Kennedale and City mutually desire to be subject to the provisions of Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act.

NOW, THEREFORE, it is agreed as follows:

1.
PURPOSE

The purpose of this Interlocal Agreement is to enter into an Agreement between City and Kennedale whereby, subject to the terms and conditions hereinafter set forth and consideration specified below, City agrees to provide Kennedale with limited rabies control services in the City of Kennedale, and City agrees to provide impoundment for dogs and quarantine facilities for animals pursuant to this Agreement for the benefit of Kennedale.

2.
DEFINITIONS

For the purposes of this Agreement, the following definitions shall apply:

ACT shall mean the Rabies Control Act of 1981, codified as Chapter 826 of the Texas Health and Safety Code.

ANIMAL shall mean any living, vertebrate creature, domestic or wild, other than homo sapiens.

ANIMAL CARE AND CONTROL CENTER shall mean a facility located in Fort Worth, Texas, which is operated by the City for the purpose of impounding and caring for animals as prescribed by law.

BITE shall mean a bite or scratch capable of transmitting rabies, which is inflicted by an animal on a human.

CAT shall mean a commonly domesticated member of the Felidae (feline) family, other than a lion, tiger, bobcat, jaguar, panther, leopard, cougar, or other prohibited animal.

DANGEROUS DOG shall mean a dog that makes an unprovoked attack on a person that causes bodily injury and occurs in a place other than an enclosure in which the dog is being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own; or commits unprovoked acts in a place other than an enclosure in which the dog was being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own and those acts cause a person to reasonably believe that the dog will attack and cause bodily injury to that person.

DAY shall mean a calendar day or any part thereof.

DOG shall mean canis familiaris.

QUARANTINE shall mean the strict confinement of a biting animal, in accordance with the Act and the Rules.

RABIES shall mean an acute viral disease of man and animal affecting the central nervous system and usually transmitted by an animal bite.

RULES shall mean the rules adopted by the Texas Department of State Health Services for rabies control and eradication under 25 TAC § 169.21 et seq.

STRAY shall mean roaming with no physical restraint beyond the premises of an animal's owner or keeper.

3.
TERM

Unless terminated pursuant to the terms herein, this Agreement shall be for a term of one year, beginning on October 1, 2023 and ending on September 30, 2024. In addition, the term may be extended by mutual written agreement of the parties, for up to four additional one-year terms.

4.
SERVICES BY CITY

- A. Hours
City agrees to perform the services described herein for Kennedale in the City of Kennedale, between the hours of 8:00 a.m. and 4:00 p.m. weekdays and weekends, excluding holidays, with no after hours service provided.
- B. Service Calls and Rabies Response
In the manner and to the extent that it deems appropriate and in accordance with the Rules and the Act, bite animals which are delivered by Kennedale officials to the City will be handled by the City.
- C. Impoundment of Dogs
City will board dogs delivered to the City's Animal Care and Control Center by Kennedale officials pursuant to Section 6.

5.
DUTIES OF KENNEDALE

- A. Kennedale agrees that it will retain all responsibility for enforcement of all aspects of the Act not covered in Section 4 of this Agreement, including criminal enforcement.
- B. Kennedale agrees that it will pursue, at its discretion, the issuance and execution of warrants or other court orders necessary for the seizure of animals requiring quarantine or testing under Section 4 of this Agreement, whose owners have failed or refused to place them for quarantine or testing. Kennedale further agrees that City is not required to pursue the issuance and execution of such warrants.

6.
IMPOUNDMENT AND DISPOSITION OF ANIMALS

- A. A live, stray dog impounded by Kennedale and delivered to the City under this Agreement shall be held for a period of not less than ninety-six 96 hours, unless released earlier to its owner ("Animal Owner") or as described in subsection 6.D. below. A quarantined animal impounded by Kennedale and delivered to the City shall be held or presented for testing according to the Act and the Rules. Kennedale shall provide in writing to the City the date of the bite incident and the animal's date of release from

quarantine. Kennedale shall pay charges for impounded dogs, and quarantined animals, as specified in Exhibit "A."

- B. Prior to the expiration of the impoundment period, the City may destroy an impounded dog if the Animal Services Administrator or Animal Control Manager of the City or the Animal Care and Controls veterinarian recommends and approves such action.
- C. Impounded animals will be released to their owners upon:
 - (1) Proof of identification;
 - (2) Payment of Exhibit "B" fees;
 - (3) The animal is vaccinated against rabies at the owner's expense if the animal is a dog or a cat over 12 weeks of age and the owner does not have an unexpired rabies vaccination certificate for the animal.
- D. The ownership of impounded or quarantined animals that have not been released to their owners on the expiration of the impoundment or quarantine period, or submitted for rabies testing, shall lie with Kennedale, and Kennedale authorizes the City to place the animals for adoption, to transfer them to other animal welfare organizations, or to be euthanized, at the sole discretion of the City. Kennedale specifically requests the City euthanize all animals from Kennedale that are not adopted or transferred.
- E. All quarantined animals from Kennedale not reclaimed by their owner will be disposed of pursuant to Section 6.D. above, and Kennedale will be billed for the cost in accordance with the fee schedule attached to this Agreement as Exhibit B.
- F. Kennedale will be billed for all impounded dogs and quarantined animals delivered by the Kennedale.
- G. The City will impound and hold dogs from Kennedale which have been seized by Kennedale only under Chapters 821 or 822 of the Texas Health and Safety Code. Kennedale agrees to request, pursuant to Chapters 821 and 822, an Appeals Bond to cover the fees estimated to be charged to the Animal Owner under Exhibit "B" and Kennedale agrees to pay the City all fees which would have been charged the Animal Owner in the event the court does not require the Animal Owner to pay the fees or where the Animal Owner is ordered by the court to pay and fails to pay.

7.

EXCLUSIONS

- A. Nothing in this Agreement shall be deemed as designating the City or an officer or employee of the City as the "local health authority" or "local rabies control authority" of Kennedale those terms are defined or used in Title 10 of the Texas Health and Safety Code, Vernon's Texas Codes Annotated.

- B. Nothing in this Agreement shall be deemed as requiring the City to investigate reports of dangerous dogs, to register dangerous dogs, or otherwise regulate dangerous dogs in the City of Kennedale under the authority of Chapter 822 Subchapter D. of the Texas Health and Safety Code, Vernon's Texas Codes Annotated.
- C. Nothing in this Agreement shall be deemed as requiring the City to quarantine or present for testing domestic animals that have been bitten by or directly exposed by physical contact to a rabid animal or its fresh tissues.
- D. City shall not impound stray animals if Kennedale fails to enact and maintain rules or ordinances pursuant to Sections 826.015 and 826.033 of the Texas Health and Safety Code that require animals to be restrained at all times.

8.

RESPONSIBILITY FOR EMPLOYEES

City employees who provide services under this Agreement are deemed to be City employees when providing such services. City will exercise complete control over the hiring, training, supervision, and conduct of such employees. City will be responsible for all wages and applicable payroll deductions, unemployment taxes, workers' compensation insurance, vacations, holidays, and fringe benefits for such employees and for all uniforms, vehicles, and equipment used by such employees for providing services under this Agreement. Kennedale shall have no direct supervisory authority over such employees except in emergency situations where the exercise of supervision by Kennedale becomes necessary for resolution of the emergency. Regarding workers' compensation insurance, the City shall not waive its right to subrogate against Kennedale for losses incurred in the course of City's services rendered to Kennedale under this Agreement.

9.

COMPENSATION

- A. As fair compensation for the services rendered Kennedale agrees to pay City for its services based on the schedule attached hereto as Exhibit "A", as pertinent, which is hereby incorporated as a part of this Agreement as if it were set forth at length. City may adjust any fee listed in Exhibit "A" during the term of this Agreement by giving Kennedale 120 days' written notice.
- B. Head and shipment preparation fees shall be as described in Exhibit "A".
- C. Kennedale will not pay City more than **\$55,000.00**, in total per contract year, for services rendered during the term of this Agreement. This amount shall herein constitute a **not to exceed** limitation placed upon this Agreement, and when such amount is reached, City will cease providing such services. City agrees to provide Kennedale with an itemized monthly bill. Kennedale agrees to promptly pay such bills upon presentation by the City, such payments to be made from current revenues available to Kennedale, within thirty (30) days of receipt. In the event of the termination of this Agreement, City shall bill Kennedale for

any outstanding balance, regardless of the amount, and Kennedale agrees to promptly pay such bill, within thirty (30) days of receipt.

- D. Pursuant to the requirements of Section 791.011(d)(3) of the Texas Government Code, the amount due City shall be paid from revenues available to Kennedale in that current fiscal year.

10.

FEES CHARGED ANIMAL OWNERS

Kennedale hereby agrees that City may charge, or cause to be charged, the fees set out in Exhibit "B" to the owners of animals that have been impounded or quarantined. Exhibit "B" is hereby incorporated as a part of this Agreement as if it were set forth at length. City is hereby authorized to increase said fees during the terms of this Agreement by giving Kennedale 120 days' notice. Notwithstanding the fees charged to animal owners, Kennedale shall remain responsible to the City for the fees set out in Exhibit "A."

11.

LIABILITIES

- A. To the extent permitted by law, Kennedale shall be responsible for all work-related deaths, injuries or diseases of Kennedale employees, and for property damage, personal injury or death caused by such employees, relating to work provided pursuant to this Agreement.
- B. To the extent permitted by law, City shall be responsible for all work-related deaths, injuries or diseases of City employees, and for property damage, personal injury or death caused by City employees or volunteers relating to work provided pursuant to this Agreement.
- C. Kennedale shall be responsible for all property damages, personal injuries and death caused by the use of City and Kennedale equipment and vehicles caused by Kennedale employees or volunteers pursuant to this Agreement. Furthermore, Kennedale shall be responsible for the repair or replacement of all such equipment and vehicles damaged, destroyed, lost or stolen by Kennedale employees or volunteers during the provision of services hereunder.
- D. City shall be responsible for all property damages, personal injuries and death caused by the use of City equipment and vehicles caused by City employees or volunteers pursuant to this Agreement. Furthermore, City shall be responsible for the repair or replacement of all such equipment and vehicles damaged, destroyed, lost or stolen caused by City employees or volunteers during the provision of services hereunder.

12.

IMMUNITY & THIRD PARTIES

- A. Kennedale expressly waives its right to assert immunity from suit for a claim forming the basis of a suit between the City and Kennedale alleging a breach of this Agreement. Kennedale does this as consideration for the City's offer to enter into this Contract with Kennedale. No third party may use this waiver in any way and no waiver of immunity in favor of a third party is intended by this Agreement.
- B. Nothing in this Agreement shall be construed to expand the liability of City or Kennedale beyond the scope of Chapter 101 of the Texas Civil Practice and Remedies Code unless specifically stated herein.

13.

TERMINATION

It is further agreed by and between City and Kennedale that City and Kennedale shall each have the right to terminate this Agreement upon thirty (30) days written notice to the other party.

14.

ENTIRETY

This Agreement contains all commitments and agreements of the parties hereto, and no other oral or written commitments shall have any force or effect if not contained herein.

15.

MODIFICATION

This Agreement may be modified by the mutual agreement of the parties, if the modification is in writing and signed by City and Kennedale.

16.

SEVERABILITY

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

17.

AUTHORITY

This Agreement is made for City and Kennedale as an Interlocal Agreement pursuant to VTCA, Government Code, Chapter 791.

18.
AUTHORIZATION

The undersigned officer and/or agents of the parties hereto are properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending such authority have been duly passed and are now in full force and effect.

19.
FORCE MAJEURE

It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war; civil commotion; acts of God; inclement weather; governmental restrictions, regulations, or interferences; fires; strikes; lockouts, national disasters; riots; material or labor restrictions; transportation problems; or any other circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement shall be extended for a period of time equal to the period such party was delayed.

20.
FISCAL FUNDING LIMITATION

If for any reason, at any time during any term of this Agreement, either city fails to appropriate funds sufficient for the City to fulfill its obligations under this Agreement, that City may terminate this Agreement to be effective on the later of (i) thirty (30) days following delivery of written notice of the city's intention to terminate or (ii) the last date for which funding has been appropriated by the City Council for the purposes set forth in this Agreement.

Remainder of Page Intentionally Blank

**SIGNATURE PAGE
INTERLOCAL AGREEMENT FOR RABIES CONTROL
CITY OF FORT WORTH AND CITY OF KENNEDALE**

CITY OF FORT WORTH

Valerie Washington
Assistant City Manager

Date: _____

RECOMMENDED

Christopher McAllister
Asst. Code Compliance Director

**APPROVED AS TO FORM
AND LEGALITY**

Christopher K. Austria
Assistant City Attorney

ATTEST:

Jannette Goodall
City Secretary

M&C: 23-0483
1295: N/A

CONTRACT COMPLIANCE MANAGER:

By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.

By: _____
Name: Christopher Lirette
Title: Code Compliance Superintendent

CITY OF KENNEDALE

Name: Jan Joplin
Title: Mayor
Date: _____

Name: Darrell Hall
City Manager

**APPROVED AS TO FORM
AND LEGALITY**

Name: Carvan E. Akins
City Attorney

Name: Mike Holguin
Chief Of Police

EXHIBIT A

SCHEDULE OF FEES PAID BY CITY OF KENNEDALE

Impoundment/Boarding Fee:

City of Kennedale shall pay the City a flat fee of \$495.22 per dog or quarantine animal impounded by the City from City of Kennedale during the term of this agreement.

For each renewal year, the total compensation not to exceed amount will increase by 3%. Payment for the initial term and each renewal term are as follows:

Year	Flat Rate Animal Service Call
Fiscal Year 2024 (<i>Initial Term</i>)	\$495.22
Fiscal Year 2025 (<i>Renewal Term</i>)	\$510.08
Fiscal Year 2026 (<i>Renewal Term</i>)	\$525.38
Fiscal Year 2027 (<i>Renewal Term</i>)	\$541.14
Fiscal Year 2028 (<i>Renewal Term</i>)	\$557.38

SPECIMEN HEAD PREPARATION AND SHIPMENT

Per Animal Head Specimen

\$250.00 per specimen

EXHIBIT B

SCHEDULE OF FEES TO BE PAID TO CITY **BY OWNERS RECLAIMING ANIMALS**

Rabies vaccination fee	\$ 9.00 per reclaimed dog or cat
Spay or neuter fee	\$50.00 per cat \$80.00 per dog
Microchip Fee	\$12.00 per reclaimed dog or cat
Daily board fees:	
Kenneling (dog, cat, small animal)	\$30.00 per day
Kenneling (other than dogs, cats or small animal)	\$30.00 per day
Quarantined animals and dangerous dogs	\$50.00 per day

MEETING DATE: August 15, 2023

AGENDA ITEM NUMBER: INDIVIDUAL CONSIDERATION ITEM IV.E.6.

SUBJECT

Approval of the use of Court technology funds to purchase new ticket writer software and licenses

ORIGINATED BY

Mike Holguin, Police Chief

SUMMARY

The police department uses Symbol/Zebra EVM brand ticket writers that were manufactured in 2016 or 2017. Based on manufacturing dates, we believe that the writers were put into service in late 2016 or early 2017. This would make the current writers that are in use at least six years old. The department only has five working ticket writers at this time and officers must share these devices. When the ticket writers malfunction or are misplaced, officers do not have a secondary option to issue citations. Citations are not only written for traffic related offenses, officers also issue all Class C penal code violation citations using ticket writers.

The cost of purchasing new ticket writers ranges from \$1,500 to \$2,500 each. Therefore, approval is sought to purchase licensing and pay for a software set-up fee to utilize department issued cellphones to also be used as ticket writers. This project will be funded through the City of Kennedale Court technology account.

Every officer in the department currently has a cellular device for official business which includes access to email, crime scene photography and contacting citizens in the field. The utilization of issued cellphones to also be used as ticket writers would alleviate purchasing additional equipment that can be lost, damaged, or malfunction. The new ticket writing software also will assist officers when providing driver, vehicle, and insurance information at an accident scene using cellular devices with the new software as opposed to handwriting information required to be given to drivers involved in a crash.

NEW INFORMATION:

The court is currently paying for seven ticket writing licenses totaling \$4,093.24 per year. Using technology funding available, the city would be able to purchase an additional nine licenses for \$4,050.00 with a one-time software transition set-up fee of \$700.00. This would provide a total of 16 licenses that can be issued to all patrol officers. The total cost for the first year will be \$8,843.24. Each subsequent year would cost about \$8,143.24 annually. As stated previously, court technology funds cover initial implementation and the future yearly costs.

Staff appreciates the Council's consideration and will be available to answer questions.

RECOMMENDATION

Approve

ATTACHMENTS

1.		
----	--	--



INVESTMENT SUMMARY

Tyler Software	\$ 0
Services	\$ 0
Third-Party Products	\$ 0
Other Cost	\$ 0
Travel	
Total One-Time Cost	\$ 0
Annual Recurring Fees/SaaS	\$ 4,050
Tyler Software Maintenance	\$ 0



Quoted By: Lisa McKenzie
Quote Expiration: 9/24/23
Quote Name: 2023-396331 Additional License
bvindel@cityofkennedale.com

Sales Quotation For:

Kennedale Police Department
401 Municipal Dr
Kennedale, TX 76060
Phone: 817/985-2161

Shipping Address:

Kennedale Police Department
405 Municipal Dr ATTN Bertha Vindel
Kennedale, TX 76060

Annual / SaaS

Description	Quantity	Fee	Discount	Annual
Enforcement Mobile				
License				
REF License - iOS [9]	9	\$ 450	\$ 0	\$ 4,050
TOTAL				\$ 4,050

Services

Description	Quantity	Unit Price	Discount	Total	Maintenance
TOTAL				\$ 0	\$ 0

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$ 0	\$ 0
Total Annual	\$ 0	\$ 4,050
Total Tyler Services	\$ 0	\$ 0
Total Third-Party Hardware, Software, Services	\$ 0	\$ 0
Contract Total	\$ 4,050	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

Comments

Agency is responsible for paying any applicable state taxes. Contract total does not include tax.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when

Tyler makes such software available for download by the Client;•Fees for hardware are invoiced upon delivery;•Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;

- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite.
- Expenses associated with onsite services are invoiced as incurred.



Empowering people who serve the public®

Remittance
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Questions
Tyler Technologies -
Phone: 1-800-772-2260 Press 2
Fax: 1-866-673-3274
Email: ar@tylertech.com

THIS IS NOT AN INVOICE PROFORMA

Company	Order No.	Date	Page
130	24538	03/31/2023	1 of 1

To: KENNEDALE MUNICIPAL COURT
405 MUNICIPAL DRIVE
KENNEDEALE, TX 76060
United States

Ship To: KENNEDALE MUNICIPAL COURT
405 MUNICIPAL DRIVE
KENNEDEALE, TX 76060
United States

Customer Grp/No.	Customer PO#	Payment Terms	Currency Code	Ship Via	Salesperson Cd
1	49379	Net 30	USD	ELEC	

No.	Item/ Description/ Comments	Drop Ship	# Users	Quantity	U/M	Unit Price	Disc %	Total Cost
Contract No.: Kennedale Municipal Court								
1	Renewal: Brazos Software Maintenance Maintenance Plan: ; Start: 10/01/2023, End: 09/30/2024; Term: 12 months	No	1	7	EA	335.52	.00	2,348.62
2	Renewal: Court Interface Maintenance Maintenance Plan: ; Start: 10/01/2023, End: 09/30/2024; Term: 12 months	No	1	1	EA	872.31	.00	872.31
3	Renewal: RMS Interface Maintenance Maintenance Plan: ; Start: 10/01/2023, End: 09/30/2024; Term: 12 months	No	1	1	EA	872.31	.00	872.31

Does not include any applicable taxes

Order Total: 4,093.24

Comments: Upon acceptance please email your purchase order to PO@tylertech.com



INVESTMENT SUMMARY

Tyler Software	\$ 0
Services	\$ 700
Third-Party Products	\$ 0
Other Cost	\$ 0
Travel	
Total One-Time Cost	\$ 700
Annual Recurring Fees/SaaS	\$ 0
Tyler Software Maintenance	\$ 0



Quoted By:
Quote Expiration:

Lisa McKenzie
9/20/23

Quote Name: 2023-395834
Adding iOS Platform to Android Platform

bvindel@cityofkennedale.com

Sales Quotation For:

Kennedale Police Department
401 Municipal Dr
Kennedale, TX 76060
Phone: 817/985-2161

Shipping Address:

Kennedale Police Department
401 Municipal Dr ATTN Bertha Vindel
Kennedale, TX 76060

Services

Description	Quantity	Unit Price	Discount	Total	Maintenance
Enforcement Mobile					
Set-Up & Configuration for hardware platform - HANDHELD	1	\$ 2,500	\$ 1,800	\$ 700	\$ 0
TOTAL				\$ 700	\$ 0

Summary

Total Tyler Software

One Time Fees

\$ 0

Recurring Fees

\$ 0

Total Annual	\$ 0	\$ 0
Total Tyler Services	\$ 700	\$ 0
Total Third-Party Hardware, Software, Services	\$ 0	\$ 0
Summary Total	\$ 700	\$ 0

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

Comments

Agency is responsible for paying any applicable state taxes. Contract total does not include tax.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;•Fees for hardware are invoiced upon delivery;•Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
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- Implementation and other professional services fees shall be invoiced as delivered.
- Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
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- Expenses associated with onsite services are invoiced as incurred.

MEETING DATE: AUGUST 15, 2023

AGENDA ITEM NUMBER: INDIVIDUAL CONSIDERATION ITEM IV.E.7.

SUBJECT

Consider approval of the Sonora Park Playground Upgrades.

ORIGINATED BY:

Kristian Sugrim

SUMMARY:

The Parks in the City of Kennedale play a vital role in preserving and enhancing the quality of life for Kennedale's residents, especially Sonora Park. Currently, the playground amenities deserve a total upgrade, if we are to encourage patrons. The Park Board members and City staff have visited the city's parks and several improvements were suggested, including upgrades to the playground and equipment. After reviewing several favorable equipment options, their costs and the availability of city funds, it was concluded that we should invest in the installation of the FXT-50000 Tower playground by Superior Playgrounds. Also, the existing wood fiber will be removed and replaced. Similarly, as an additional amenity to our splash pad, shade canopies will be installed. The total cost of the project will be \$367,194.24. This cost will be funded by the park's dedication fund.

RECOMMENDATION:

ATTACHMENTS

1.	Shade Signed Quote	Shade Signed Quote.pdf
2.	Sonora Park PlaygroundEqpt.CostEstimate	Sonora Park PlaygroundEqpt.CostEstimate.pdf



Kraftsman

COMMERCIAL PLAYGROUNDS &
WATER PARKS
19535 Haude Road
Spring, TX 77388
Phone: (281) 353-9599 Fax: (281) 353-2265

QUOTE #Q77344

Date: 05/07/2023

Project: 29090

Created By: Jeff Goodman

Quote Name: Cantilever Umbrella

Page 1 of 5

BILL TO

Kennedale ☎ 847-538-7375
Kristian Sugrim
Sonora Splash Shade
405 Municipal Dr
Kennedale, TX 76060

SHIP TO

Kennedale ☎ 847-538-7375
Kristian Sugrim ☏ 817-985-2170
Sonora Splash Shade
263 S New Hope
Kennedale, TX 76060

Terms:

Net 30 days

QTY	Code	Description	Size	Weight	Color	Unit Price	Ext. Price
	DISCBB	Proposal includes Discount on BuyBoard Purchase, BuyBoard Contract #679-22					
3	CU202010SG	Square Cantilever Umbrella, 20'x20', 10' Eave Height with Glide Elbows, one 10.' column mounted on base plates 6" above surfacing, by Superior Shade	20x20x10			\$11,197.85	\$33,593.55
3	PIERS36X084	Concrete piers pavilion & canopy columns, with anchor bolts set, and with steel rebar reinforcement, By: Kraftsman	36"x84"			\$3,511.00	\$10,533.00
1	ENG622	Engineer Sealed Drawings of Shade Canopy and Foundations by Superior Shade				\$1,000.00	\$1,000.00

Item Subtotal: \$45,126.55

Shipping & Handling: \$2,406.40

Discount: **-\$4,557.88**

Equipment Subtotal: \$42,975.07

Tax: \$0.00

Install: \$16,796.78

Total: \$59,771.85

Special Terms and Conditions

Items not included:

These items are not included:

- Finish landscaping, sodding or seeding of disturbed areas. All disturbed areas to be leveled and raked out.
- Concrete lead walks or adjoining observation concrete deck areas.
- Storm Water Pollution Controls for project site.
- Temporary security fence during construction.
- Patching of existing concrete decorative coatings, staining, coloring, or surfacing if any existing concrete deck is removed during excavation for piers.
- Removal of existing equipment.

Buy Board:

Proposal is submitted with applicable discounts per Buy Board program to reflect established discounts.

Sales Tax Exempt:

Sales tax is not included in prices quoted. Customer is to supply Sales Tax Exemption or Sales Tax Resale certificate at time of acceptance of proposal, or sales tax will be added to final contract and invoicing for the project.

Initials _____



Kraftsman

COMMERCIAL PLAYGROUNDS &
WATER PARKS
19535 Haude Road
Spring, TX 77388
Phone: (281) 353-9599 Fax: (281) 353-2265

QUOTE #Q77344

Date: 05/07/2023

Project: 29090

Created By: Jeff Goodman

Quote Name: Cantilever Umbrella

Page 2 of 5

Insurance Terms:

Kraftsman will supply a certificate of insurance verifying the limits of coverage. See terms page for details and charges for naming additional insured parties or adding special coverage's if required.

Credit Card terms:

If paying by American Express, there is a 6% processing fee charge. If paying by Visa or Master Card, there is a 4% processing fee charge.

Monthly Progress Billings

All work completed and materials stored as of the last day of the month shall be billed on or before the 25th of said month. Payments to be received by the 15th of the following month.

Shipping Charges

Unless noted otherwise on quote, all shipping and handling charges on quote are firm for duration of 90 days.

No Bonding Included:

No performance, or payment bonds, and/or maintenance bonds are included. These are available upon request at additional cost for the bonds and processing.

Delivery and Unloading:

If Installation is purchased: Kraftsman is responsible for ensuring that adequate staff and equipment resources are available for timely off-loading, safe handling, and secure storage of equipment upon receipt from motor freight carrier of installed product shipments. Unloading of materials from the truck will potentially require material handling equipment, i.e. forklift, pallet jack(s), to properly remove equipment from the delivery truck. In Most Cases when Kraftsman is installing a project the product will be received at Kraftsman's Warehouse and stored until needed on the project. Then transported to the site at the time of installation.

Locating for Underground Utilities:

- Kraftsman will call and arrange for utility locating with the public utilities stake out providers. All Public Utilities, including Phone, Electrical, Gas, Cable, and Fiber Optics are to be staked by 811 prior to work done by Kraftsman. Kraftsman will arrange with Public Utility Stake Out providers for a date that this is to be completed prior to Kraftsman arriving on site.
- Customer is to locate, mark, and provide information for all privately owned utilities that are not marked by the Public Utility providers, for all utility service lines below grade that are privately owned. These will include any and all of the following: electrical, water lines, gas lines, irrigation lines, sewer and storm lines, cable service lines, fiber optic or other IT lines, which are privately owned by the property owner.
- Kraftsman is not responsible for any underground utilities which are not marked or located by the owner or public utilities stake out providers. Damages to underground utilities for electrical, water, irrigation, and other listed above will not be repaired by Kraftsman and will be the owner's expense and responsibility.

Installation:

Installation quoted includes: Haul off of soil and concrete spoils from project site; or distribution and leveling of any excess soils from excavation, if there is an area approved by customer for filling low areas on the facility. Assembly of all frame work, installation of fabric and cable system, and all equipment necessary for installation.

Pier Sizes Quoted:

Pier sizes and prices quoted are subject to final engineering review and may change upon soils reports and engineering being completed. Any additional charges will be presented for approval prior to starting construction.

Initials KS



Kraftsman

COMMERCIAL PLAYGROUNDS &
WATER PARKS
19535 Haude Road
Spring, TX 77388
Phone: (281) 353-9599 Fax: (281) 353-2265

QUOTE #Q77344

Date: 05/07/2023

Project: 29090

Created By: Jeff Goodman

Quote Name: Cantilever Umbrella

Page 3 of 5

Care, Maintenance, and Warranties of Canopies:

Fabric Shade Canopies are designed to withstand normal wind loads and weather conditions, and will provide years of sun, heat, hail & UV protection with minimal maintenance. Warranties shall be void if damage to or failure to the shade structure is caused by contact with chemical, misuse, vandalism, fireworks or acts of God, including but not limited to, ice, snow or wind in excess of the applicable building code parameters. All fabric tops are warranted for sustained winds up to 76 mph and for gusts of up to 3 seconds duration up to 90 mph with no snow or ice accumulation. Damage caused by flying debris is not covered. Fabric is not warranted where it is installed on a structure that is not engineered or built by the manufacturer.

Acts of Nature:

Fabric Shade Canopy warranties do not cover natural disasters, such as earthquakes, shifts in terrain or tornados. If the structure is installed in an area exposed to hurricanes, removal of the shade fabric is required when a hurricane warning is issued. Structures are warranted for winds up to 145 mph, only if the shade canopy fabric has been removed as per requirements by the manufacturer. Care must be taken during removal of canopies so as not to damage the fabric or connection points and hardware. Contact Kraftsman or the manufacturer of the canopy if there are questions in regards to proper removal and reinstallation processes and procedures.

Project Completion:

Allow 2 to 4 weeks for preparation of plans, drawings, and submittals after acceptance of proposal provided that the following has been completed and approved by the customer:

- Project product submittals reviewed, approved and returned.
- Completed Color selection sheet (signed and dated)
- Physical project address
- All contact names and phone numbers
- Exemption certificate
- Deposit per contract

Building Permits:

- Building permits are not included or provided.
- Engineer stamped plans are included.

Canopy Lead Times:

Lead Times are after approval of all Initial submittals/colors, and begin once the order is placed with the manufacturer.

Shade Canopies - lead time for the shade canopy to ship is 10-12 weeks once all drawings are approved.

Force Majeure:

Each Party shall be excused from liability for the failure or delay in performance of any obligation under this Agreement (other than failure to make payment when due) by reason of any event beyond such Party's reasonable control including but not limited to Acts of God, fire, flood, explosion, earthquake, pandemic flu, or other natural forces, governmental orders or directives, war, civil unrest, acts of terrorism, accident, destruction or other casualty, any lack or failure of transportation facilities, any lack or failure of supply of raw materials, or any other event similar to those enumerated above. Such excuse from liability shall be effective only to the extent and duration of the event(s) causing the failure or delay in performance and provided that the Party has not caused such event(s) to occur. Notice of a Party's failure or delay in performance due to force majeure must be given to the other Party within (20) days after its occurrence has become identified by the Party. All delivery dates under this Agreement that have been affected by force majeure shall be tolled for the duration of such force majeure. In no event shall any Party be required to prevent or settle any labor disturbance or dispute, or to act outside of compliance with governmental orders or directives. □

Initials KS



Kraftsman

COMMERCIAL PLAYGROUNDS &
WATER PARKS
19535 Haude Road
Spring, TX 77388
Phone: (281) 353-9599 Fax: (281) 353-2265

QUOTE #Q77344

Date: 05/07/2023

Project: 29090

Created By: Jeff Goodman

Quote Name: Cantilever Umbrella

Page 4 of 5

Initials KS



Kraftsman

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QUOTE #Q77344

Date: 05/07/2023

Project: 29090

Created By: Jeff Goodman

Quote Name: Cantilever Umbrella

Page 5 of 5

General Terms and Conditions

Bill To:
Kennedale

Ship To:
Kennedale

Terms:
Net 30 days

CONDITIONS OF SALE

1. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the contract.
2. No returns of merchandise will be accepted unless previously authorized in writing by Kraftsman. All returns are subject to restocking fee of 25% plus freight charges incurred for return to original shipment origination.
3. Title for all equipment is reserved by Kraftsman Commercial Playgrounds and Water Parks until payment in full is received. The right to enter the property and repossess said equipment is hereby granted to Kraftsman Commercial Playgrounds and Water Parks if payment is not rendered in accordance with the terms above. All payments made prior to repossession under this contract shall be forfeited to Kraftsman Commercial Playgrounds and Water Parks as cost incurred to recover the equipment. Repossession of product does not waive any damages or costs due as awarded by the court.
4. All collections or litigation concerning this contract shall be governed by the laws of the State of Texas, with venue in Harris County.
5. Kraftsman warrants the merchandise on this proposal to be up to the manufacturers published standards as to material and workmanship. See catalogs or attached drawings for specific layouts, warranties, and specifications.
6. Kraftsman reserves the right to review contract for final acceptance by management and to make corrections of clerical errors.
7. A service charge of 1.5% per month will be assessed on all past due amounts.
8. Payments to Kraftsman by credit card will incur a processing fee of 4% for Visa and MasterCard, and 6% for American Express
9. Installation services include all labor, equipment required to complete the job, and insurance coverage's as required by law. Extra installation charges will incur for abnormal sub surfaces, ie. rock, landfill, etc. Price quoted includes Kraftsman's standard insurance coverages of \$2 million in General Liability & Completed operations, \$1 million in Automobile Liability, \$1 million per occurrence/\$2 aggregate in Workman's Compensation. Any charges by Kraftsman's insurance carrier or agents for adding General Contractor or Owner as additional insured, waivers of subrogation, or changes to standard coverage shall be added to contract charges. No performance bond or labor and material payment bonds shall be provided by Kraftsman, unless listed as individual line item in proposal.
10. Kraftsman Commercial Playgrounds and Water Parks is not liable for damages to underground utilities, and irrigations systems during installation. It is the customers responsibility to locate all underground utilities.
11. Building permits required by local or state authorities & municipalities are not included and are the responsibility of the owner of the property, unless specifically included as a line item in the proposal. If you want Kraftsman to handle required permitting please contact our office and we will provide a quote if not included as a line item within this proposal.
12. This proposal may be withdrawn by Kraftsman if not accepted within thirty (30) days.

Respectfully Submitted _____

Date May 7, 2023

Jeff Goodman

Acceptance of Proposal:

The prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. If contract is placed with an attorney for suit or collection through probate, bankruptcy or other legal proceedings, customer agrees to pay all expenses and reasonable attorney fees incurred. Any verbal instructions, agreements, or promises are not valid unless written as part of this contract.

Authorized Signature Kristian Sugrim

PO#: _____

Printed Name & Title Kristian Sugrim

Date of Acceptance 5/15/23

Authorized Signature _____

Printed Name & Title _____

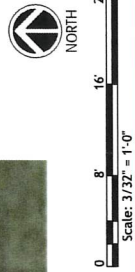
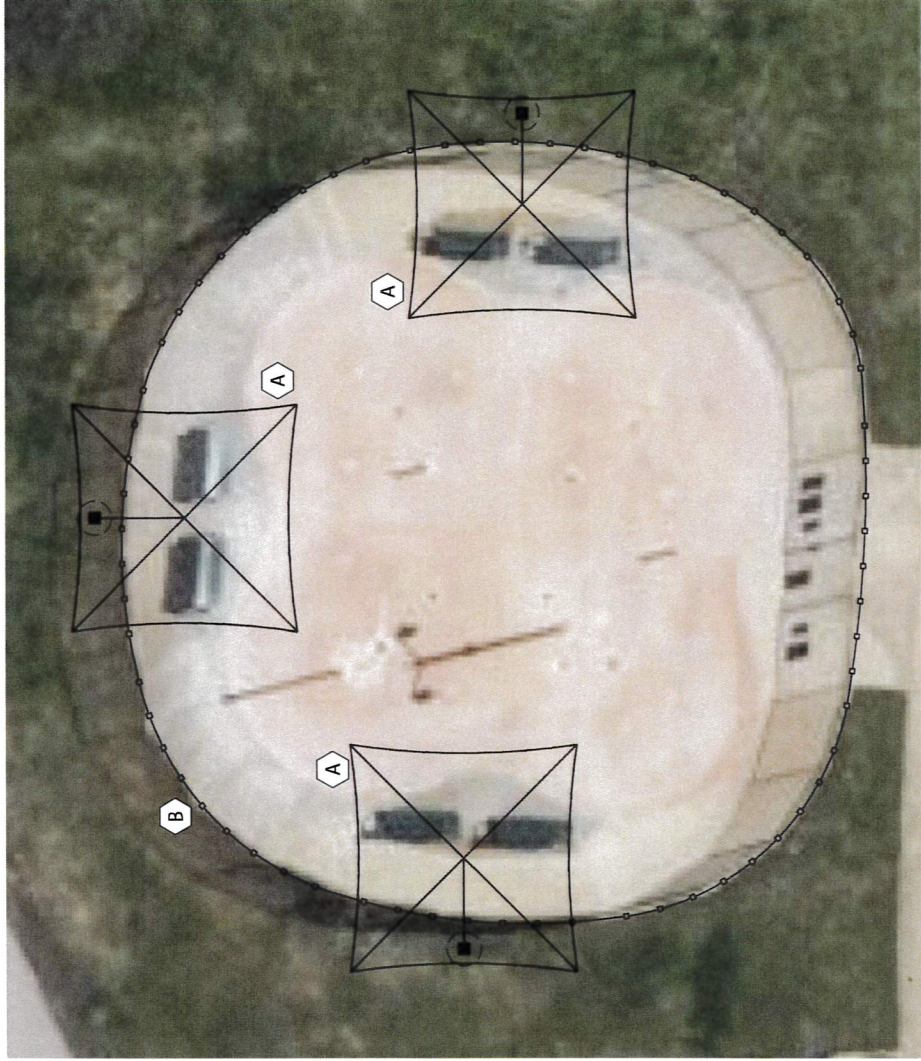
WE STRONGLY RECOMMEND A RESILIENT FALL SURFACE BE INSTALLED UNDER ALL PLAY & FITNESS EQUIPMENT

Thank You! We Appreciate Your Business!

LEGEND		
O	DESCRIPTION	QTY
	Proposed 20'x20'x10' Cantilever Umbrella, Total Post Height: 10.5'	3
B	Existing fence to remain	-



Pictures may not depict actual proposed equipment



PRELIMINARY DESIGN - NOT FOR CONSTRUCTION

Sonora Splash Shade Kennedale, TX

Project 29090
Option 1
Drawing Name
KPS-29090

Sheet
K.5
View
Shade Layout

Date
04.05.2023
Sales Rep.
Jeff Goodman



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Kraftsman

COMMERCIAL PLAYGROUNDS &
WATER PARKS
19535 Haude Road
Spring, TX 77388
Phone: (281) 353-9599 Fax: (281) 353-2265

QUOTE #Q77923

Date: 07/11/2023

Project: 29089

Created By: Jeff Goodman

Quote Name: EWF and FxT-50000 Play

Page 1 of 5

BILL TO

Kennedale ☎ 847-538-7375
Kristian Sugrim
Sonora Park PIP & Play
405 Municipal Dr
Kennedale, TX 76060

SHIP TO

Kennedale ☎ 847-538-7375
Kristian Sugrim ☏ 817-985-2170
Sonora Park PIP & Play
263 S New Hope
Kennedale, TX 76060

Terms:
Net 30 days

QTY	Code	Description	Size	Weight	Color
		preliminary Quote			
		Drawing , Dated			
	DISCBB	Proposal includes Discount on BuyBoard Purchase, BuyBoard Contract #679-22			
1	REMOVE EWF	Removal, haul off, and disposal of existing wood fiber. By: Kraftsman	7098 Sq Ft		
1	REMOVE	Removal, haul off, and proper disposal of existing equipment. By: Kraftsman *** FILL IN BELOW LIST QTY'S AND DESCRIPTION OF EQUIPMENT TO BE REMOVED BELOW IN THIS LINE ITEM DESCRIPTION THEN DELETE THIS STATEMENT *** - (1) slide - (2) belt swing seats and hardware - (1) full bucket and hardware - (1) broken rocker - (1) balance beam and lily pad steppers - (2) spring rocker foundations			
1	FXT-50000	Tower playground for ages 5 to 12 by Superior Playgrounds			
1	RC-2000-FSR-KP	Ascend 10 Ft Web Whirl Rope Climber by Superior Playgrounds			
1	90015108XX	Belt swing seats, molded belt seats with galvanized triangle hardware and high carbon steel spring inserts. Includes galvanized chain and hardware for 8 ft swing frame (sold as a set of two), by Superior Playgrounds	8' beam		red, yellow, green, blue, black or tan
1	90015130XX	Two Full Bucket Swing Seats with high backs and full stainless steel inserts. Includes 54" galvanized chain and hardware, by Superior Playgrounds			red, yellow, green, blue or black
1	EFR0068XX	4-Section Bubble Wall Climber for ages 5 to 12 by Superior Playgrounds			
4	FABRIC	Polyspun Soil Separator,		40	
350	EWF	Engineered Wood Fiber for playgrounds	7098 sq ft		Natural

Total: \$307,422.39

Initials _____



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QUOTE #Q77923

Date: 07/11/2023

Project: 29089

Created By: Jeff Goodman

Quote Name: EWF and FxT-50000 Play

Page 2 of 5

Special Terms and Conditions

Items not included:

These items are not included:

- Finish landscaping, sodding or seeding of disturbed areas. All disturbed areas to be leveled and raked out.
- Concrete lead walks or adjoining observation concrete deck areas.
- Excavation and Drainage of area for fall surfacing.
- Storm Water Pollution Controls for project site.
- Temporary security fence during construction.
- Site usage signage for use instructions, rules, safety, or emergency notifications as needed or required.
- site amenities.

Buy Board:

Proposal is submitted with applicable discounts per Buy Board program to reflect established discounts.

Sales Tax Exempt:

Sales tax is not included in prices quoted. Customer is to supply Sales Tax Exemption or Sales Tax Resale certificate at time of acceptance of proposal, or sales tax will be added to final contract and invoicing for the project.

Insurance Terms:

Kraftsman will supply a certificate of insurance verifying the limits of coverage. See terms page for details and charges for naming additional insured parties or adding special coverage's if required.

Credit Card terms:

If paying by American Express, there is a 6% processing fee charge. If paying by Visa or Master Card, there is a 4% processing fee charge.

Monthly Progress Billings

All work completed and materials stored as of the last day of the month shall be billed on or before the 25th of said month. Payments to be received by the 15th of the following month.

Shipping Charges

Unless noted otherwise on quote, all shipping and handling charges on quote are firm for duration of 90 days.

No Bonding Included:

No performance, or payment bonds, and/or maintenance bonds are included. These are available upon request at additional cost for the bonds and processing.

Delivery and Unloading:

If Installation is purchased: Kraftsman is responsible for ensuring that adequate staff and equipment resources are available for timely off-loading, safe handling, and secure storage of equipment upon receipt from motor freight carrier of installed product shipments. Unloading of materials from the truck will potentially require material handling equipment, i.e. forklift, pallet jack(s), to properly remove equipment from the delivery truck. In Most Cases when Kraftsman is installing a project the product will be received at Kraftsman's Warehouse and stored until needed on the project. Then transported to the site at the time of installation.

Initials _____



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Project: 29089

Created By: Jeff Goodman

Quote Name: EWF and FxT-50000 Play

Page 3 of 5

Locating for Underground Utilities:

- Kraftsman will call and arrange for utility locating with the public utilities stake out providers. All Public Utilities, including Phone, Electrical, Gas, Cable, and Fiber Optics are to be staked by 811 prior to work done by Kraftsman. Kraftsman will arrange with Public Utility Stake Out providers for a date that this is to be completed prior to Kraftsman arriving on site.
- Customer is to locate, mark, and provide information for all privately owned utilities that are not marked by the Public Utility providers, for all utility service lines below grade that are privately owned. These will include any and all of the following: electrical, water lines, gas lines, irrigation lines, sewer and storm lines, cable service lines, fiber optic or other IT lines, which are privately owned by the property owner.
- Kraftsman is not responsible for any underground utilities which are not marked or located by the owner or public utilities stake out providers. Damages to underground utilities for electrical, water, irrigation, and other listed above will not be repaired by Kraftsman and will be the owner's expense and responsibility.

Installation:

Installation quoted includes: Receiving and unloading of equipment, excavation of required footings, assembly of structure, concrete for footings, and all equipment necessary for installation.

Project Completion:

Allow 2 to 4 weeks for preparation of plans, drawings, and submittals after acceptance of proposal provided that the following has been completed and approved by the customer:

- Project product submittals reviewed, approved and returned.
- Completed Color selection sheet (signed and dated)
- Physical project address
- All contact names and phone numbers
- Exemption certificate
- Deposit per contract

Allow adequate time for processing and procuring construction permits if required.

Allow approximately 3 to 6 weeks for project completion upon equipment delivery from manufacturer, issuance of building permits if required, weather permitting.

Lead Times:

Lead Times are after approval of all Initial submittals/colors, and begin once the order is placed with the manufacturer.

Superior Playground - lead time for items to ship is 10-12 weeks for steel active play courses and 12 weeks for rope climbers

Shade Canopies - lead time for the shade canopy to ship is 10-12 weeks once all drawings are approved.

Initials _____



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Date: 07/11/2023

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Created By: Jeff Goodman

Quote Name: EWF and FxT-50000 Play

Page 4 of 5

Force Majeure:

Each Party shall be excused from liability for the failure or delay in performance of any obligation under this Agreement (other than failure to make payment when due) by reason of any event beyond such Party's reasonable control including but not limited to Acts of God, fire, flood, explosion, earthquake, pandemic flu, or other natural forces, governmental orders or directives, war, civil unrest, acts of terrorism, accident, destruction or other casualty, any lack or failure of transportation facilities, any lack or failure of supply of raw materials, or any other event similar to those enumerated above. Such excuse from liability shall be effective only to the extent and duration of the event(s) causing the failure or delay in performance and provided that the Party has not caused such event(s) to occur. Notice of a Party's failure or delay in performance due to force majeure must be given to the other Party within (20) days after its occurrence has become identified by the Party. All delivery dates under this Agreement that have been affected by force majeure shall be tolled for the duration of such force majeure. In no event shall any Party be required to prevent or settle any labor disturbance or dispute, or to act outside of compliance with governmental orders or directives. □

Initials _____



Kraftsman

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Phone: (281) 353-9599 Fax: (281) 353-2265

QUOTE #Q77923

Date: 07/11/2023

Project: 29089

Created By: Jeff Goodman

Quote Name: EWF and FxT-50000 Play

Page 5 of 5

General Terms and Conditions

Bill To:

Kennedale

Ship To:

Kennedale

Terms:

Net 30 days

CONDITIONS OF SALE

- Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the contract.
- No returns of merchandise will be accepted unless previously authorized in writing by Kraftsman. All returns are subject to restocking fee of 25% plus freight charges incurred for return to original shipment origination.
- Title for all equipment is reserved by Kraftsman Commercial Playgrounds and Water Parks until payment in full is received. The right to enter the property and repossess said equipment is hereby granted to Kraftsman Commercial Playgrounds and Water Parks if payment is not rendered in accordance with the terms above. All payments made prior to repossession under this contract shall be forfeited to Kraftsman Commercial Playgrounds and Water Parks as cost incurred to recover the equipment. Repossession of product does not waive any damages or costs due as awarded by the court.
- All collections or litigation concerning this contract shall be governed by the laws of the State of Texas, with venue in Harris County.
- Kraftsman warrants the merchandise on this proposal to be up to the manufacturers published standards as to material and workmanship. See catalogs or attached drawings for specific layouts, warranties, and specifications.
- Kraftsman reserves the right to review contract for final acceptance by management and to make corrections of clerical errors.
- A service charge of 1.5% per month will be assessed on all past due amounts.
- Payments to Kraftsman by credit card will incur a processing fee of 4% for Visa and MasterCard, and 6% for American Express
- Installation services include all labor, equipment required to complete the job, and insurance coverage's as required by law. Extra installation charges will incur for abnormal sub surfaces, ie. rock, landfill, etc. Price quoted includes Kraftsman's standard insurance coverages of \$2 million in General Liability & Completed operations, \$1 million in Automobile Liability, \$1 million per occurrence/\$2 aggregate in Workman's Compensation. Any charges by Kraftsman's insurance carrier or agents for adding General Contractor or Owner as additional insured, waivers of subrogation, or changes to standard coverage shall be added to contract charges. No performance bond or labor and material payment bonds shall be provided by Kraftsman, unless listed as individual line item in proposal.
- Kraftsman Commercial Playgrounds and Water Parks is not liable for damages to underground utilities, and irrigations systems during installation. It is the customers responsibility to locate all underground utilities.
- Building permits required by local or state authorities & municipalities are not included and are the responsibility of the owner of the property, unless specifically included as a line item in the proposal. If you want Kraftsman to handle required permitting please contact our office and we will provide a quote if not included as a line item within this proposal.
- This proposal may be withdrawn by Kraftsman if not accepted within thirty (30) days.

Respectfully Submitted

Jeff Goodman

Date July 11, 2023

Acceptance of Proposal:

The prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. If contract is placed with an attorney for suit or collection through probate, bankruptcy or other legal proceedings, customer agrees to pay all expenses and reasonable attorney fees incurred. Any verbal instructions, agreements, or promises are not valid unless written as part of this contract.

Authorized Signature _____

PO#: _____

Printed Name & Title _____

Date of Acceptance _____

Authorized Signature _____

Printed Name & Title _____

WE STRONGLY RECOMMEND A RESILIENT FALL SURFACE BE INSTALLED UNDER ALL PLAY & FITNESS EQUIPMENT

Thank You! We Appreciate Your Business!



**Structure:
FXT-50000**

14ft Hex Tower

Preliminary Concept Design

Conceptual Renderings Only. Subject to change without notice at SRP's Discretion



5-12

Age Group

Designer: N.Guice

Date: 3/22/22





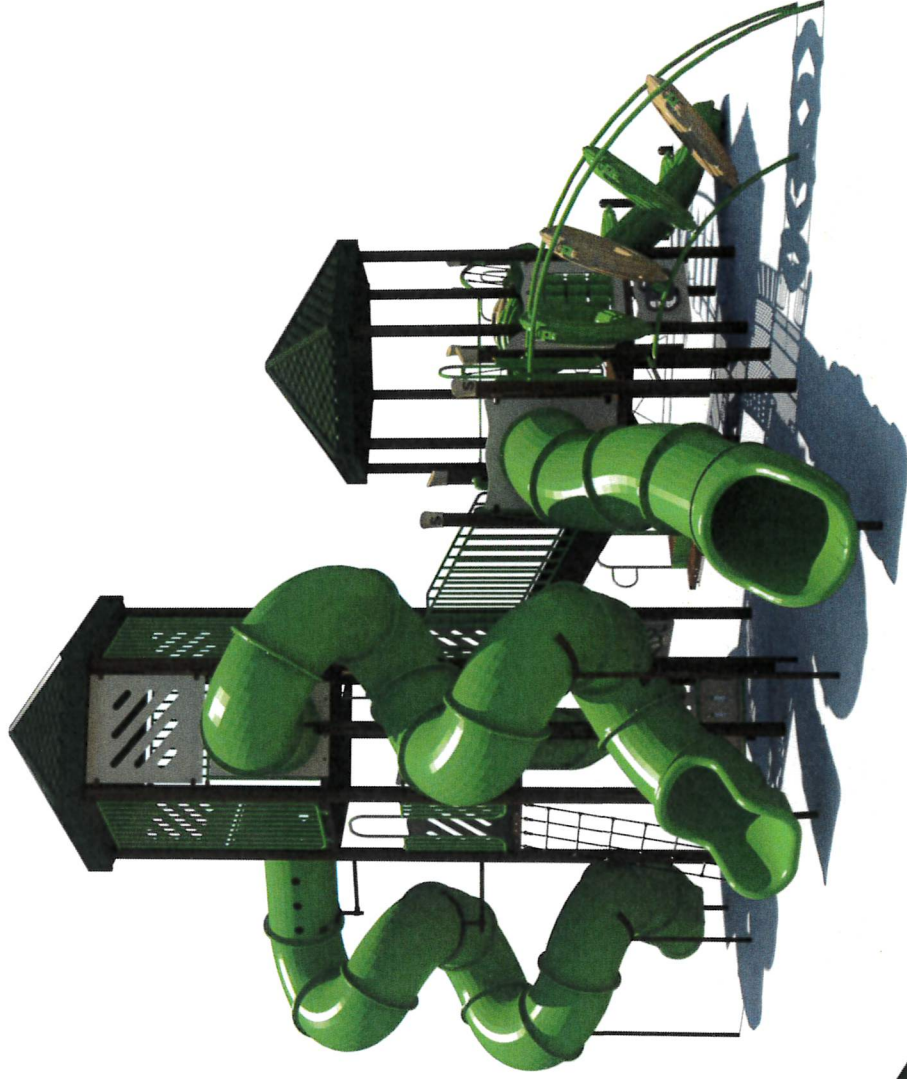
Structure: FXT-50000
Age: 5-12

Series: Towers

Access: Transfer

Max Height: 14ft

Preliminary Concept Design
Conceptual Renderings Only. Subject to change without notice at SRP's Discretion.



Structure: FXT-50000
Age: 5-12

Series: Towers

Access: Transfer

Max Height: 14ft

Preliminary Concept Design
Conceptual Renderings Only. Subject to change without notice at SRP's Discretion.

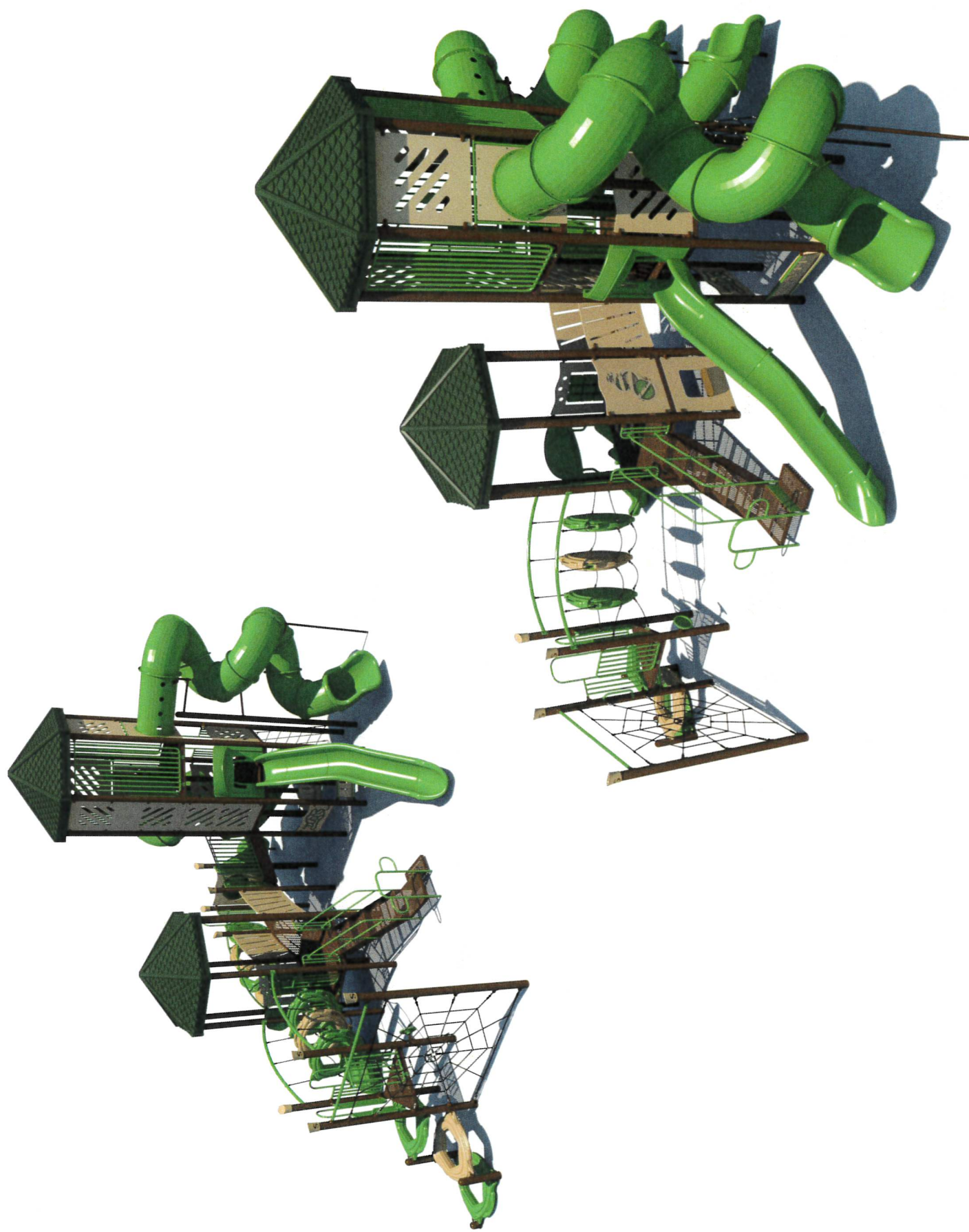


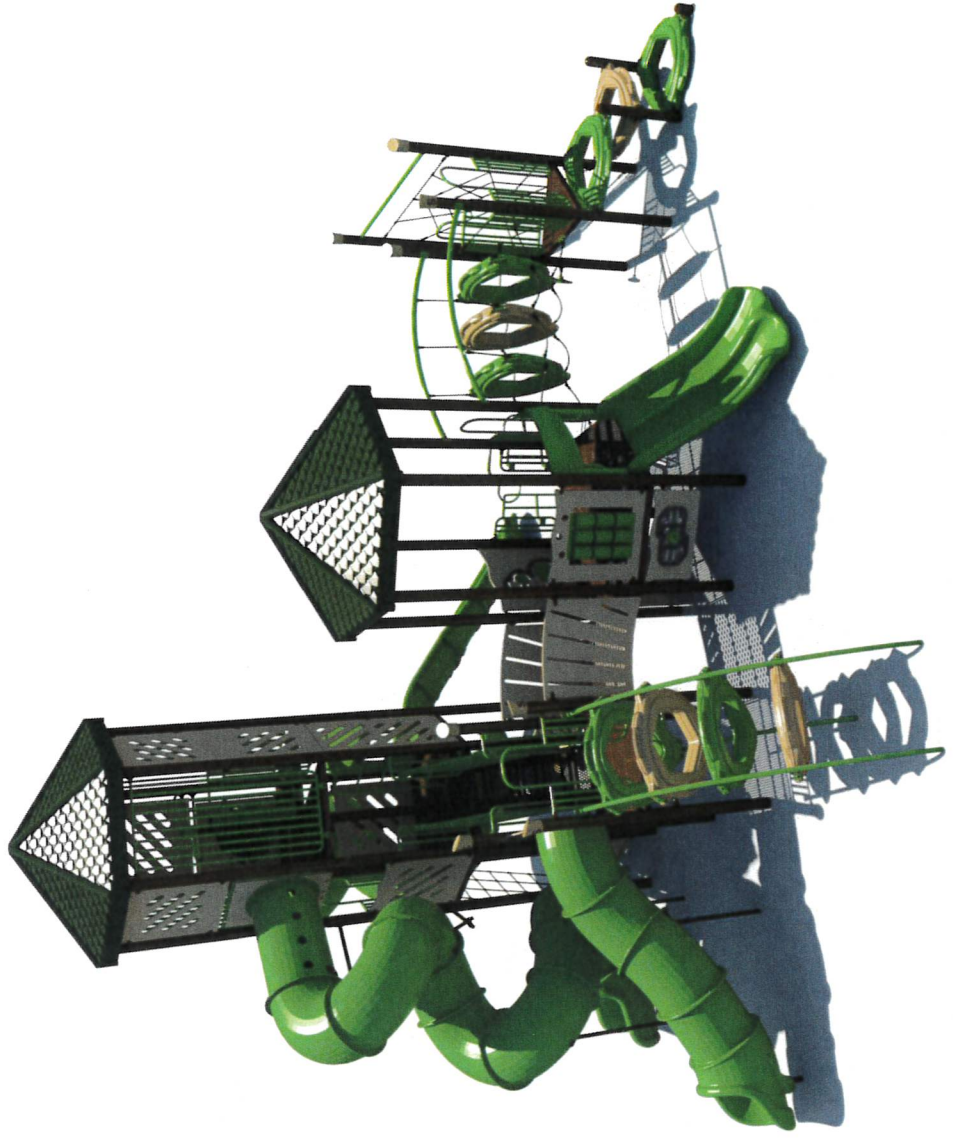
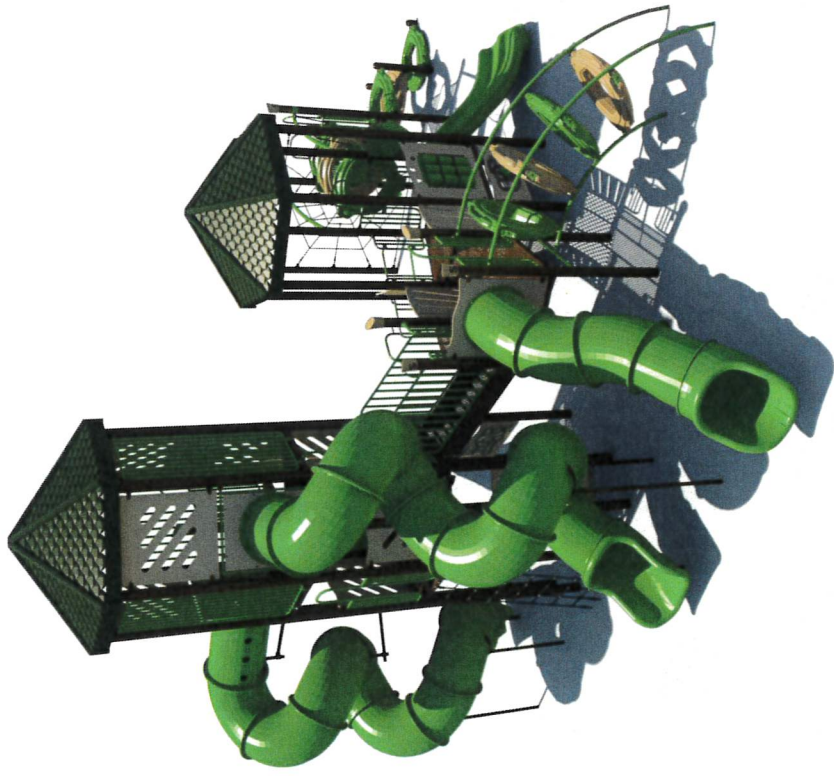
Structure: FXT-50000
Series: Towers
Age: 5-12

Access: Transfer

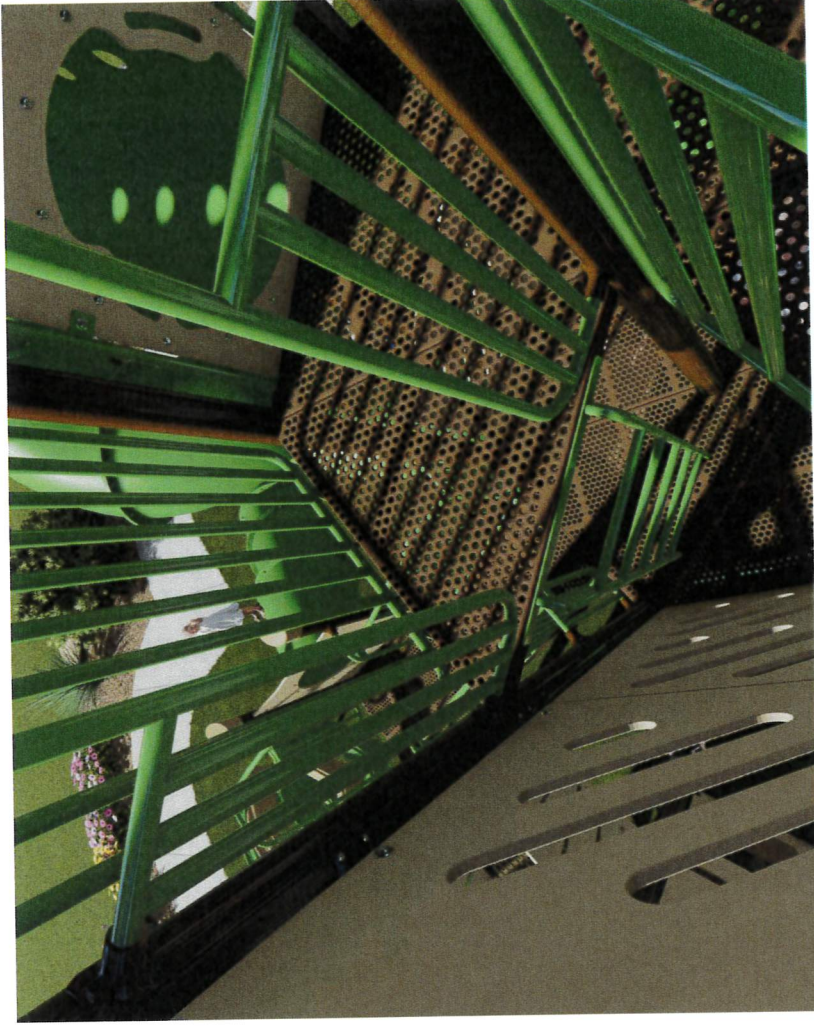
Max Height: 14ft

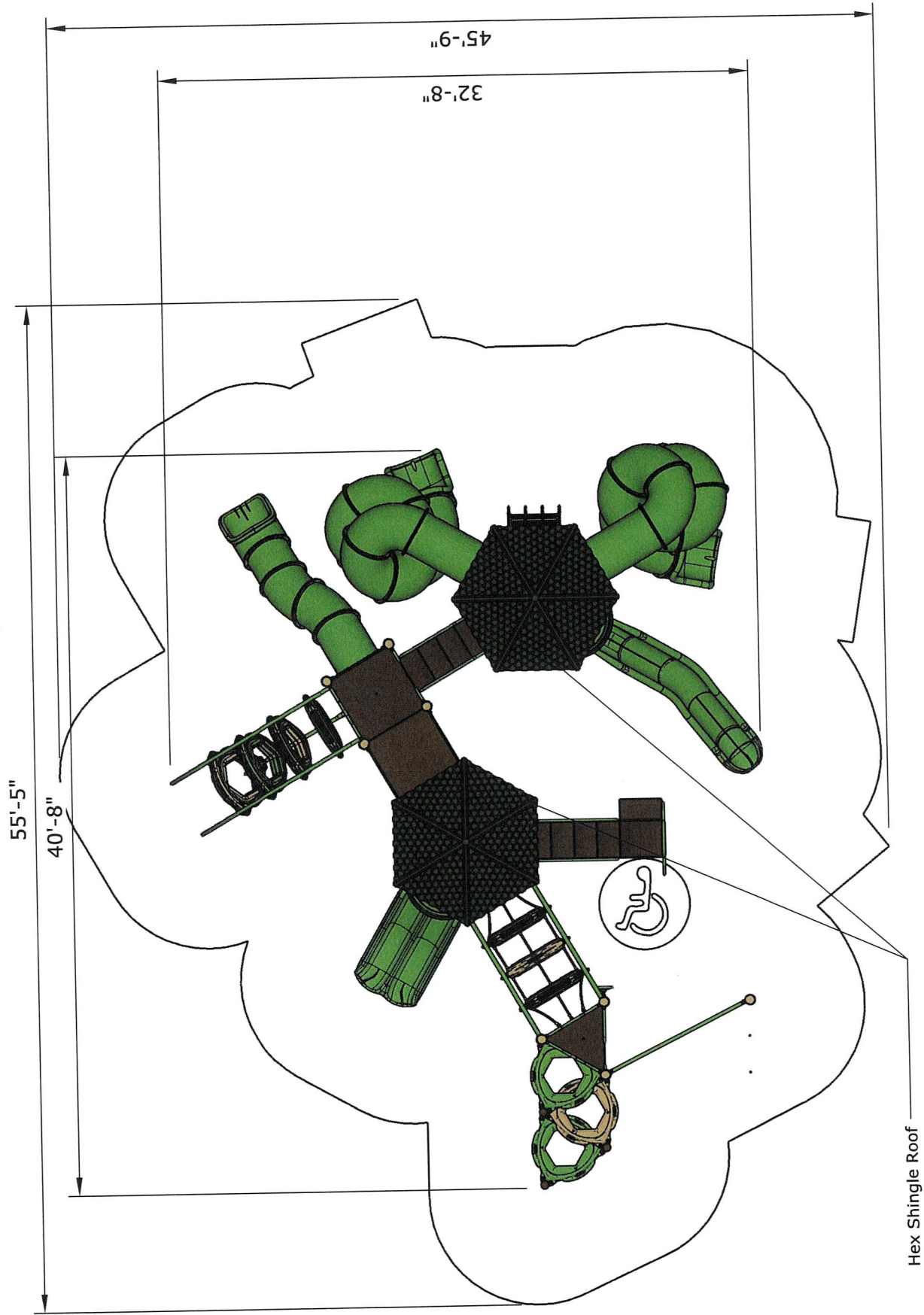
Preliminary Concept Design
Conceptual Renderings Only. Subject to change without notice at SRP's Discretion.





Tower Access Climb

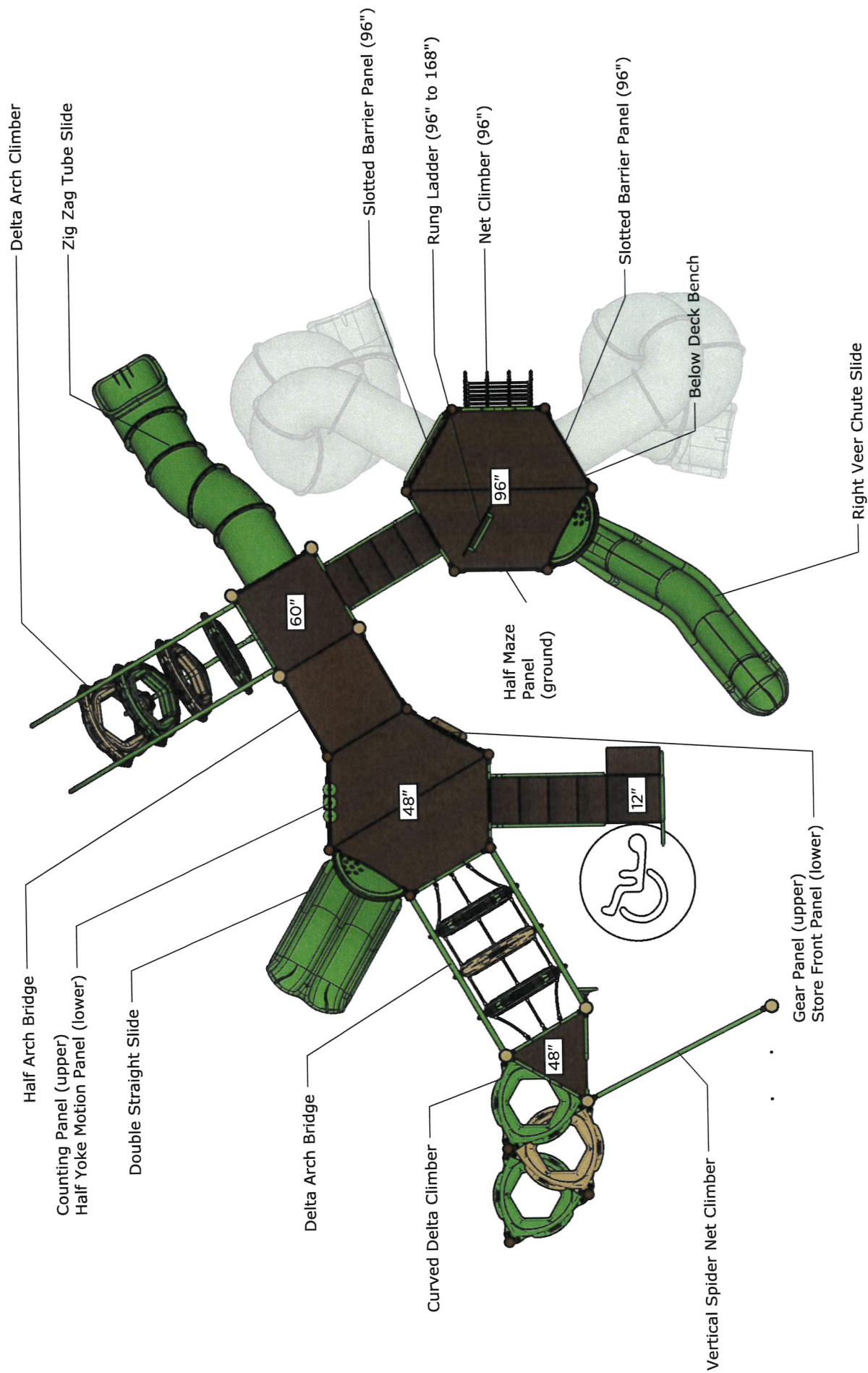




	Accessible Play Activities	Accessible Activity Types
Required	4	3
Provided	4	3

Ages	Capacity	Use Zone	Max Deck Height	Actual Size	Timber Count	Elevated Activities
5-12	82	56'x46'	14'	41'x33'	46	12



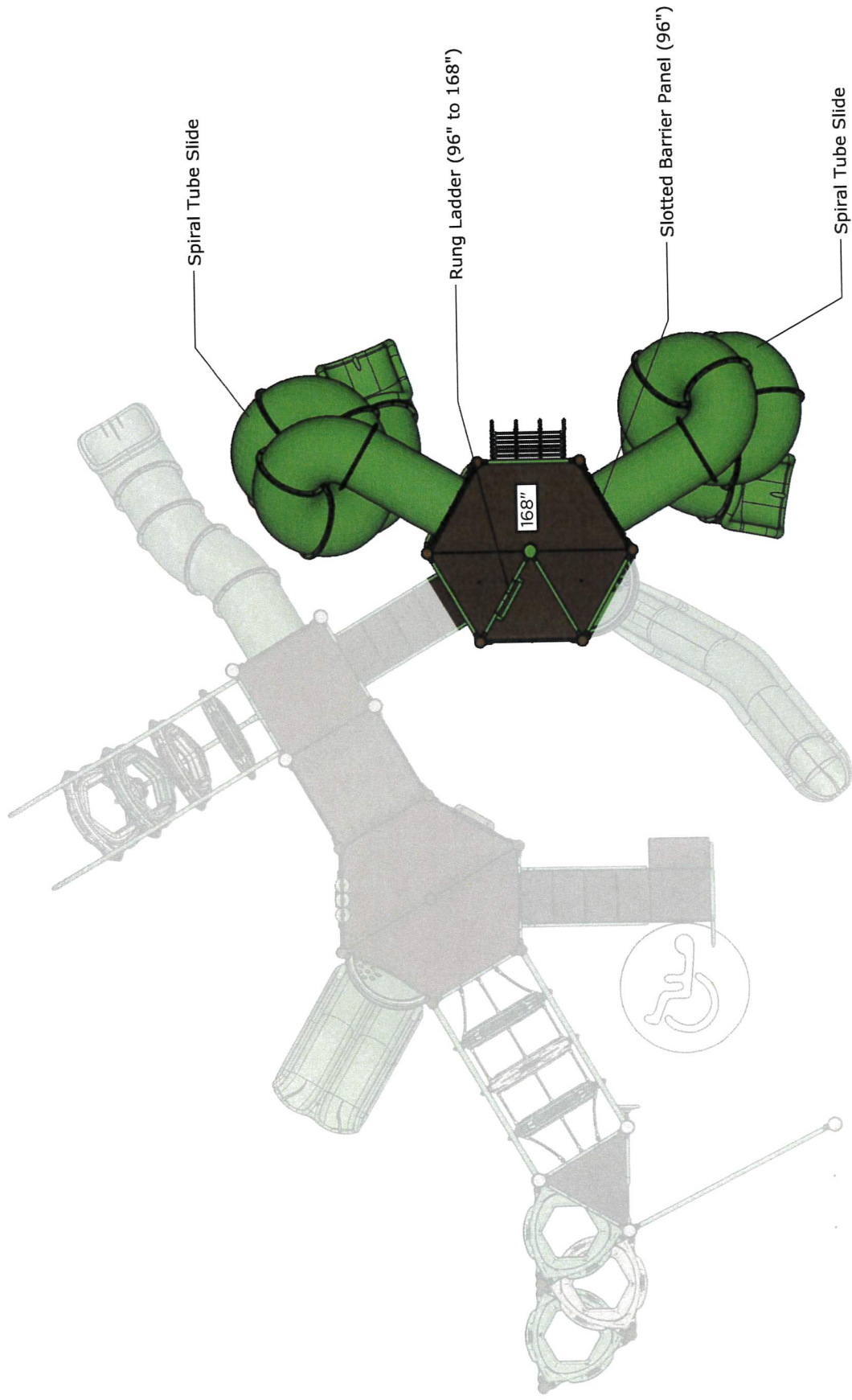


Lower Levels

Ages	Capacity	Use Zone	Max Deck Height	Actual Size	Timber Count	Elevated Activities
5-12	82	56'x46'	14'	41'x33'	46	12



	Accessible Play Activities	Accessible Activity Types
Required	4	3
Provided	4	3

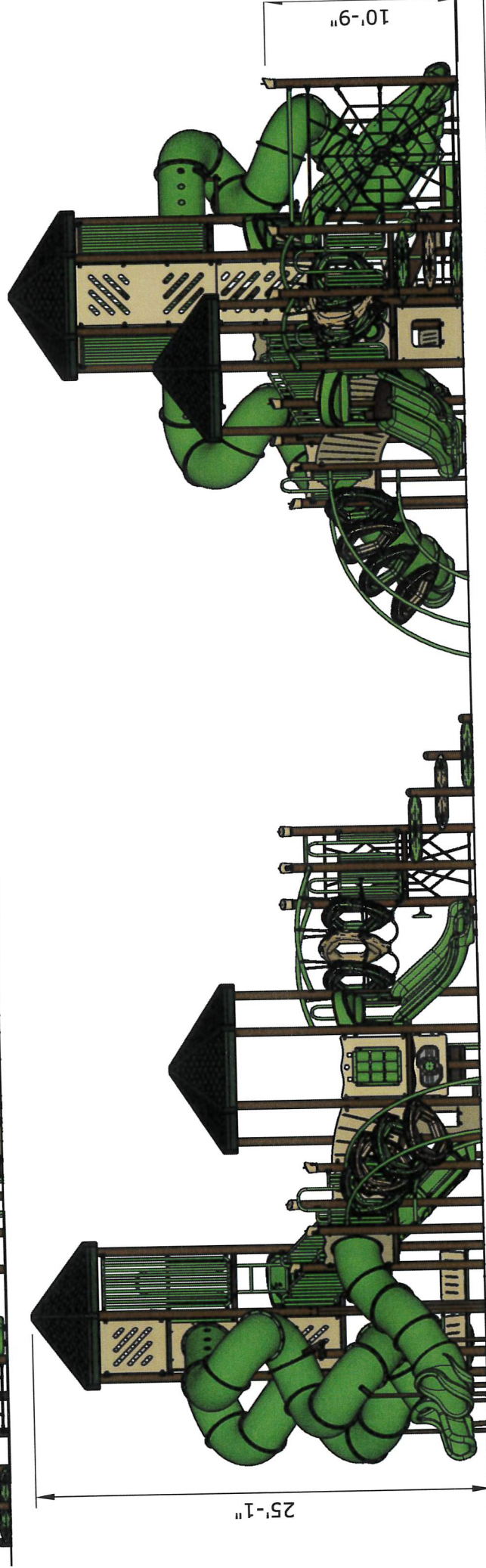
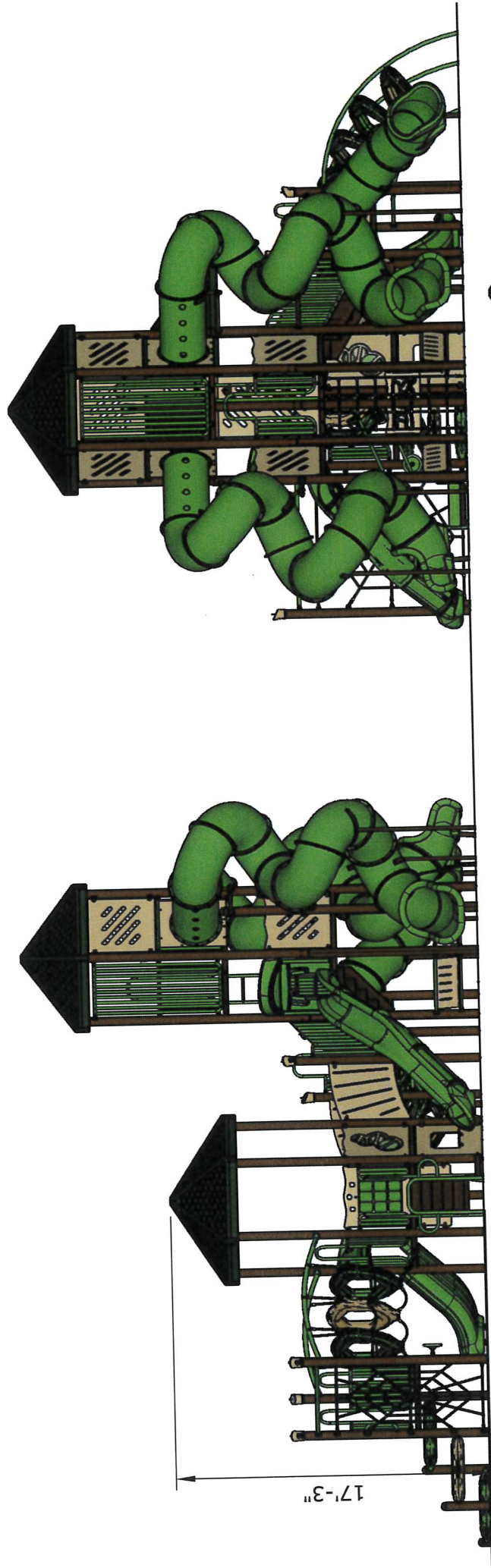


Tower Level

Ages	Capacity	Use Zone	Max Deck Height	Actual Size	Timber Count	Elevated Activities
5-12	82	56'x46'	14'	41'x33'	46	12



	Accessible Play Activities	Accessible Activity Types
Required	4	3
Provided	4	3



All Elevations from Finished Surfacing

Ages	Capacity	Use Zone	Deck Height	Actual Size	Timber Count	Elevated Activities
5-12	82	56'x46'	14'	41'x33'	46	12



Accessible Play Activities	Accessible Activity Types
Required	4
Provided	4
	3

Partner

Superior
RECREATIONAL PRODUCTS
A PLAYCORE Company

<https://srpplayground.com/>

srpplayground.com
866-795-7545



MEETING DATE: AUGUST 15, 2023

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

SUBJECT

Consider approval of an ordinance for the negotiated RRM settlement between Atmos Cities Steering Committee and Atmos Energy Corp, Mid Tex Division.

ORIGINATED BY

Darrell Hull

The City, along with 181 other Mid-Texas cities served by Atmos Energy Corporation, Mid-Tex Division ("Atmos Mid-Tex" or "Company"), is a member of the Atmos Cities Steering Committee ("ACSC"). In 2007, ACSC and Atmos Mid-Tex settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism ("RRM"), as a substitute for future filings under the GRIP statute.

Since 2007, there have been several modifications to the original RRM Tariff. The most recent iteration of an RRM Tariff was reflected in an ordinance adopted by ACSC members in 2018. On or about March 31, 2023, the Company filed a rate request pursuant to the RRM Tariff adopted by ACSC members. The Company claimed that its cost-of-service in a test year ending December 31, 2022, entitled it to additional system-wide revenues of \$165.9 million.

Application of the standards set forth in ACSC's RRM Tariff reduces the Company's request to \$156.1 million, \$113.8 million of which would be applicable to ACSC members. After reviewing the filing and conducting discovery, ACSC's consultants concluded that the system-wide deficiency under the RRM regime should be \$130.9 million instead of the claimed \$156.1 million.

After several settlement meetings, the parties have agreed to settle the case for \$142 million. This is a reduction of \$23.9 million to the Company's initial request. This includes payment of ACSC's expenses. The settlement also includes an additional \$19.5 million for the securitization regulatory asset expenses related to Winter Storm Uri. This was previously approved by the Texas Legislature and Railroad Commission. The Effective Date for new rates is October 1, 2023. ACSC members should take action approving the Resolution/Ordinance before September 30, 2023.

RATE TARIFFS

Atmos generated rate tariffs attached to the Resolution/Ordinance will generate \$142 million in additional revenues. Atmos also prepared a Proof of Revenues supporting the settlement figures. ACSC consultants have agreed that Atmos' Proof of Revenues is accurate.

BILL IMPACT

The impact of the settlement on average residential rates is an increase of \$6.47 on a monthly basis, or 7.31%. The increase for average commercial usage will be \$24.72 or 5.19%. Atmos provided bill impact comparisons containing these figures.

SUMMARY OF ACSC'S OBJECTION TO THE UTILITIES CODE SECTION 104.301 GRIP PROCESS

ACSC strongly opposed the GRIP process because it constitutes piecemeal ratemaking by ignoring declining

expenses and increasing revenues while rewarding the Company for increasing capital investment on an annual basis. The GRIP process does not allow any review of the reasonableness of capital investment and does not allow cities to participate in the Railroad Commission's review of annual GRIP filings or allow recovery of Cities' rate case expenses. The Railroad Commission undertakes a mere administrative review of GRIP filings (instead of a full hearing) and rate increases go into effect without any material adjustments. In ACSC's view, the GRIP process unfairly raises customers' rates without any regulatory oversight. In contrast, the RRM process has allowed for a more comprehensive rate review and annual evaluation of expenses and revenues, as well as capital investment.

RRM SAVINGS OVER GRIP

While residents outside municipal limits must pay rates governed by GRIP, there are some cities served by Atmos Mid-Tex that chose to remain under GRIP rather than adopt RRM. Additionally, the City of Dallas adopted a variation of RRM which is referred to as DARR. When new rates become effective on October 1, 2023, ACSC residents will maintain an economic monthly advantage over GRIP and DARR rates.

Comparison to Other Mid-Tex Rates (Residential)

	<u>Average Bill</u>	<u>Compared to RRM Cities</u>
RRM Cities:	\$42.62	-
DARR:	\$42.55	(\$0.07)
ATM Cities:	\$44.39	\$1.77
Environs:	\$44.27	\$1.65

Note: ATM Cities and Environs rates are as-filed. Also note that DARR uses a test year ending in September rather than December.

EXPLANATION OF "BE IT RESOLVED" PARAGRAPHS:

1. This section approves all findings in the Resolution/Ordinance.
2. This section adopts the RRM rate tariffs and finds the adoption of the new rates to be just, reasonable, and in the public interest.
3. This section makes it clear that Cities may challenge future costs associated with gas leaks.
4. This section finds that existing rates are unreasonable. Such finding is a necessary predicate to establishment of new rates. The new tariffs will permit Atmos Mid-Tex to recover an additional \$142 million on a system-wide basis.
5. This section approves an exhibit that establishes a benchmark for pensions and retiree medical benefits to be used in future rate cases or RRM filings.
6. This section requires the Company to reimburse the City for expenses associated with review of the RRM filing, settlement discussions, and adoption of the Resolution/Ordinance approving new rate tariffs.
7. This section repeals any resolution or ordinance that is inconsistent with the Resolution/Ordinance.
8. This section finds that the meeting was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.
9. This section is a savings clause, which provides that if any section is later found to be unconstitutional or invalid, that finding shall not affect, impair, or invalidate the remaining provisions of this Resolution/Ordinance. This section further directs that the remaining provisions of the Resolution/Ordinance are to be interpreted as if the offending section or clause never existed.
10. This section provides for an effective date upon passage.
11. This section directs that a copy of the signed Resolution/Ordinance be sent to a representative of the Company and legal counsel for ACSC.

CONCLUSION

The Legislature's GRIP process allowed gas utilities to receive annual rate increases associated with capital investments. The RRM process has proven to result in a more efficient and less costly (both from a consumer rate impact perspective and from a ratemaking perspective) than the GRIP process. Given Atmos Mid-Tex's claim that its historic cost of service should entitle it to recover \$165.9 million in additional system-wide revenues, the RRM settlement at \$142 million for ACSC members reflects substantial savings to ACSC cities. Settlement at \$142 million is fair and reasonable. The ACSC Executive Committee consisting of city employees of 18 ACSC members urges all ACSC members to pass the Resolution/Ordinance before September 30, 2023. New rates become effective October 1, 2023.

RECOMMENDATION

Approve

ATTACHMENTS

1.	Atmos Mid-Tex 2023 RRM Ordinance	Atmos Mid-Tex 2023 RRM Ordinance.docx
2.	CY22 MTX RRM - Tariffs	CY22 MTX RRM - Tariffs.pdf
3.	CY22 MTX RRM - Pension Benchmark	CY22 MTX RRM - Pension Benchmark.pdf
4.	CY22 MTX RRM - Average Bill	CY22 MTX RRM - Average Bill.pdf

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KENNEDALE, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE (“ACSC”) AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY’S 2023 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHMENT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; REQUIRING THE COMPANY TO REIMBURSE ACSC’S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE ACSC’S LEGAL COUNSEL.

WHEREAS, the City of Kennedale, Texas (“City”) is a gas utility customer of Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”), and a regulatory authority with an interest in the rates, charges, and services of Atmos Mid-Tex; and

WHEREAS, the City is a member of the Atmos Cities Steering Committee (“ACSC”), a coalition of similarly-situated cities served by Atmos Mid-Tex (“ACSC Cities”) that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, ACSC and the Company worked collaboratively to develop a Rate Review Mechanism (“RRM”) tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program (“GRIP”) process instituted by the

Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

WHEREAS, the current RRM tariff was adopted by the City in a rate ordinance in 2018; and

WHEREAS, on about March 31, 2023 Atmos Mid-Tex filed its 2023 RRM rate request with ACSC Cities based on a test year ending December 31, 2022; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2023 RRM filing through its Executive Committee, assisted by ACSC's attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of \$142 million on a system-wide basis with an Effective Date of October 1, 2023; and

WHEREAS, ACSC agrees that Atmos plant-in-service is reasonable; and

WHEREAS, with the exception of approved plant-in-service, ACSC is not foreclosed from future reasonableness evaluation of costs associated with incidents related to gas leaks; and

WHEREAS, the attached tariffs (Attachment 1) implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the settlement agreement sets a new benchmark for pensions and retiree medical benefits (Attachment 2); and

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC's reasonable expenses associated with RRM applications; and

WHEREAS, the RRM Tariff includes Securitization Interest Regulatory Asset amount of \$19.5 million;

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

Section 1. That the findings set forth in this Ordinance are hereby in all things approved.

Section 2. That, without prejudice to future litigation of any issue identified by ACSC, the City Council finds that the settled amount of an increase in revenues of \$142 million on a system-wide basis represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2023 RRM filing, is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

Section 3. That despite finding Atmos Mid-Tex's plant-in-service to be reasonable, ACSC is not foreclosed in future cases from evaluating the reasonableness of costs associated with incidents involving leaks of natural gas.

Section 4. That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Attachment 1, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional \$142 million on a system-wide basis, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

Section 5. That the ratemaking treatment for pensions and retiree medical benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on Attachment 2, attached hereto and incorporated herein.

Section 6. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of ACSC in processing the Company's 2023 RRM filing.

Section 7. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Ordinance, it is hereby repealed.

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

Section 9. That if any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance, and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

Section 10. That consistent with the City Ordinance that established the RRM process, this Ordinance shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after October 1, 2023.

Section 11. That a copy of this Ordinance shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Thomas Brocato, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF KENNEDALE, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE _____ DAY OF _____, 2023.

Mayor Jan Joplin

ATTEST:

City Secretary Raeanne Byington

APPROVED AS TO FORM:

City Attorney

MEETING DATE: AUGUST 15, 2023

AGENDA ITEM NUMBER: INDIVIDUAL CONSIDERATION ITEM IV.C.5.

SUBJECT

Consider approval of an amendment to the Short Term Rental Ordinance.

ORIGINATED BY: Nathan Gonzales

SUMMARY

As you recall, City Council has directed staff to provide recommendations on amendments to our Short-Term Rental Ordinance. Staff has conferred with the city attorney about all possible avenues and options available to the city to curtail recent unpermitted rentals occurring in the city. This update includes increased penalties as City Council requested, in addition to a 2-day minimum stay requirement, swimming pool rental provisions, and an increase in the allowable distances between STRs. Other options are being considered and staff will return in September with text amendment updates to our UDC, after proper notice has been given.

RECOMMENDATION

Staff recommends approval.

ATTACHMENTS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF KENNEDALE, TEXAS, AMENDING CHAPTER 11 "LICENSES, TAXATION AND MISCELLANEOUS BUSINESS REGULATIONS" OF THE CODE OF ORDINANCES BY ADDING A NEW ARTICLE XIII "SHORT-TERM RENTALS" PROVIDING ADDITIONAL REGULATIONS FOR PARKING AND MINIMUM STAYS, AND ADDING AN ADDITIONAL SECTION ALLOWING FOR THE DISCONNECTION OF UTILITIES; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS; 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 Code; and

WHEREAS, the City has neighborhoods previously planned, approved and constructed for use as single-family residences; and

WHEREAS, the use of single-family residences by individuals for short periods of time may negatively impact the residential character of neighborhoods by reducing communication and accountability between permanent residents by partially substituting permanent residents with transient visitors; and

WHEREAS, the regulation of the use and operation of such "short-term rental" property is intended to prevent the erosion of pre-existing and stable single-family neighborhoods, and further advance the City Council's objective of championing great neighborhoods; and

WHEREAS, the rise of substitute land uses for residential property contributes to the shortage of affordable housing, both ownership and long-term rental; and

WHEREAS, the City Council finds that regulating the short-term rental of residential property is necessary for the health, safety and welfare of the general public, the promotion of consistent land uses and development, and the protection of landowners and residents of the City of Kennedale.

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

SECTION 1.

That Article XIII "Short-Term Rentals," of Chapter 11 "Licenses, Taxation and Miscellaneous Business Regulations," of the Kennedale Code of Ordinances is hereby

amended in its entirety to read as follows:

“ARTICLE XIII. – SHORT-TERM RENTALS

Sec. 11-296. – Purpose.

The purpose of this article is to safeguard the life, health, safety, welfare, and property of the occupants of residential dwelling units, the neighbors of said occupants, and the general public, through the regulation of short-term rental residential property. The intent of this article is to preserve the neighborhood character of residential subdivisions within the city and to minimize adverse impacts to the housing supply caused by the conversion of residential units to tourist or transient use.

Sec. 11-297. – Applicability.

The provisions of this article shall apply to all existing and future residential properties.

Sec. 11-298. – Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Administrator means the director of the department designated by the city manager to enforce and administer this article, including the director's designees.

Advertise means the act of drawing the public's attention to a short-term rental in order to promote the availability of the residence for use as a short-term rental. Said advertising may be found in any medium, including but not limited to, newspaper, magazine, brochure, website, or mobile application.

Bedroom means the living area(s) of the dwelling unit that is designed and furnished for sleeping and which has proper egress as required by the International Residential Code or other applicable building regulations adopted by the city.

Occupant means any individual person living, sleeping or possessing a building, or portion thereof. A person is not required to be paying rent, providing in-kind services, or named in any lease, contract or other legal document to be considered an occupant.

Owner means any person, agent, operator, firm, trust, corporation, partnership, or any other legal entity who has a legal or equitable interest in the property; or who is recorded in the official records of the county as holding title to the property; or who otherwise has control of the property, including the guardian of the estate of any such person, and the executor of the estate of such person if ordered to take possession of real property by a court.

Premises means property, a lot, plot or parcel of land, including any structures or portions of structures thereon.

Short-term rental means a residential premises, or portion thereof, used for lodging accommodations, including the rental of a swimming pool or other accessory buildings or

structures on the premises, to occupants for a period of less than thirty (30) consecutive days. The definition of short-term rental does not include a bed and breakfast or hotel.

Sec. 11-299. – Unpermitted short-term rentals prohibited.

- (a) It shall be unlawful for any owner or person to rent, lease, advertise, or otherwise permit or allow any residential premises to be operated or used as an unpermitted short-term rental.
- (b) It shall be an affirmative defense to a violation of this section that the occupant is a party to the sale of the premises and was occupying the premises pursuant to a written post-closing occupancy agreement.

Sec. 11-300. – Short-term rental permit required.

An owner who desires to use its premises as a short-term rental must have a valid, active short-term rental permit from the city prior to using, allowing the use of, or advertising the use of said premises as a short-term rental. Upon application to the city, a short-term rental permit shall be approved by the administrator, or designee, if the application satisfies all the conditions of this article, and all other applicable regulations of the city. The administrator may place reasonable conditions on a short-term rental permit to ensure compliance with the provisions of this article.

Sec. 11-301. – Expiration of permit; renewals.

A short-term rental permit shall expire on the last day of the month one (1) year after the date of issuance. No short-term rental permit may be renewed without a completed renewal application submitted by the owner and payment of the renewal fee. If the renewal application satisfies all the conditions of this article and all other applicable city regulations, including the Unified Development Code, an application for the renewal of a short-term rental permit shall be approved by the administrator, or designee. The administrator may place reasonable conditions on a short-term rental renewal permit to ensure compliance with the provisions of this article.

Sec. 11-302. – Requirements of application.

- (a) Except as provided in this section, every complete application for a short-term rental permit shall include the following information with such detail and in a form approved by the administrator:
 - (1) The name, address, contact information and authenticated signature for the owner of the premises;
 - (2) The name, address and contact information of the operator, agent if any, and designated local responsible party as required in section 11-303;
 - (3) The city registration number for hotel occupancy tax;
 - (4) A plot plan of the premises identifying the location of parking spaces to be used in conjunction with the short-term rental;

- (5) A dimensioned floor plan of the proposed short-term rental identifying bedrooms, other living spaces and emergency evacuation routes;
 - (6) Proof of insurance as required in section 11-304;
 - (7) The name and contact information for the property or homeowner's association, if any, of which the premises is covered by the dedicatory instruments;
 - (8) A copy of the proposed host rules for the short-term rental, if any; and
 - (9) Such certifications deemed necessary and proper to ensure compliance with this article.
- (b) An application for a short-term renewal permit must be filed at least thirty (30) days prior to expiration of a current permit. Every complete application for a short-term rental renewal permit shall include updates, if any, to the information contained in the original permit application or any subsequent renewals. The permit holder shall sign a statement affirming that there is either no change to such information, or that any updated information is accurate and complete. The administrator may require such certifications deemed necessary and proper to ensure continuing compliance with this article.
 - (c) An application for a short-term rental renewal permit submitted after the expiration of the most immediate permit for the premises shall be treated as an application for a new permit as described in subsection (a) of this section.
 - (d) If a complete application for a short-term renewal permit is submitted less than thirty (30) days prior to expiration of the current permit, the administrator in his or her sole discretion may grant a one-time extension of the current permit not to exceed ten (10) days.

Sec. 11-303. – Designation of local responsible party required.

An owner must designate the name and contact information of a local responsible party who can be contacted regarding immediate concerns and complaints from the public. Said individual must be available to be reached in person or by phone at all times while occupants are on the premises of a short-term rental. If called, a local responsible party must be able to and shall be present at the premises within one (1) hour of call from the administrator, or his designee. A local responsible party must be authorized to make decisions regarding the premises and its occupants. A local responsible party may be required to, and shall not refuse to, accept service of citation for any violations on the premises. Acceptance of service shall not act to release owner of any liability under this article.

Sec. 11-304. – Proof of insurance required.

It shall be unlawful for the owner of a premises operating as a short-term rental to operate without host protection or other liability insurance commensurate with the operations of the short-term rental that provides coverage of up to one million dollars (\$1,000,000.00) per occurrence. A certificate of insurance must be on file with the administrator. Proof of insurance shall be required at the time of application and notice of cancellation of insurance must be made to the administrator within thirty (30) days.

Sec. 11-305. – Inspection required.

No permit or renewal permit will be approved for a short-term rental until the city has inspected the premises and found the premises to be in compliance with this article and all city regulations governing minimum health and safety requirements for use and occupancy. If the premises fails to pass an inspection, a reinspection fee may be charged for each subsequent inspection in accordance with the fee established by the city council.

Sec. 11-306. – Permit fees.

A fee established by the city council will be charged to reimburse the city for all costs associated with the administration of this article.

Sec. 11-307. – Hotel occupancy taxes; Request for occupancy history.

It shall be unlawful for an owner of premises used for a short-term rental to fail to pay hotel occupancy taxes required under state law and article XII of the Kennedale City Code, as amended. Upon request of the administrator or the finance department of the city, the owner of a premises used as a short-term rental shall remit, within thirty (30) days, an accounting of all occupants who rented the premises and the hotel occupancy taxes paid therefor. It shall be unlawful for a person to fail to provide said information requested in a timely manner.

Sec. 11-308. – Short-term rental permit nontransferable.

A short-term rental permit is non-transferable and shall not be assigned nor transferred to another person or entity. Any attempt to transfer a permit or attempt to use another person's permit may be grounds for revocation of the permit.

Sec. 11-309. – Restrictions on number of occupants.

- (a) It shall be unlawful for an owner or person to rent, allow, provide, or advertise for more than two (2) persons per bedroom, when using the premises as a short-term rental.
- (b) It shall be unlawful for more than four (4) individuals unrelated by blood, marriage, or adoption to occupy a short-term rental.

Sec. 11-310. – Parking restrictions.

The maximum amount of motor vehicles allowed at a short-term rental shall be limited to the lesser of:

- (a) One (1) vehicle per bedroom; or

- (b) The number vehicles that can be accommodated entirely within off-street parking. No on-street parking shall be permitted by occupants of a short-term rental.

Sec. 11-311. – Minimum stay required.

- (a) It shall be unlawful for an owner to rent or lease the primary structure, or detached accessory building, of a short-term rental for a period of less than forty-eight (48) hours.
- (b) It shall be unlawful for an owner to rent or lease a swimming pool of a short-term rental for a period of less than twenty-four (24) hours. Swimming pool rentals shall be limited to one (1) rental per day.

Sec. 11-312. – Physical conversion of premises prohibited.

- (a) It shall be unlawful for an owner or person to convert a garage to living space, remodel, renovate, enlarge or otherwise modify premises to add additional bedrooms for use as a short-term rental.
- (b) It shall be unlawful for an owner or person to pave or otherwise cover pervious soil to create additional on-premise parking without prior approval from the city.

Sec. 11-313. – Sound equipment restrictions.

It shall be unlawful for an owner or occupant of a short-term rental to use or allow the use of amplified sound equipment that produces sound audible beyond the property line of the premises between the hours of 10:00 p.m. and 8:00 a.m.

Sec. 11-314. – Signage.

It shall be unlawful for there to be any on-site or off-site advertising signs or displays indicating the premises is a short-term rental.

Sec. 11-315. – Advertising, promoting or allowing of special events prohibited.

- (a) It shall be unlawful for an owner or occupant to advertise or promote a special event, or allow the advertising and promotion of a special event (e.g. banquet, wedding, reception, reunion, bachelor or bachelorette party, concert, or any similar activity that would assemble large numbers of invitees) to be held on the premises.
- (b) It shall be unlawful for an owner or occupant to allow, suffer or permit a special event as described to be held on the premises.

Sec. 11-316. – Distance requirements.

It shall be unlawful for a short-term rental to be located on a premises that is within one-thousand (1,000) feet of a premises on which another short-term rental use is located.

For purposes of this section, measurement shall be made in a straight line, without regard to intervening structures or objects, from the nearest portion of the property line of the premises where the existing short-term rental is located to the nearest portion of the property line of the premises where the new short-term rental is proposed.

Sec. 11-317. – Notice to occupants of short-term rentals.

An owner or person operating a short-term rental shall provide a notice of instructions to occupants staying at the premises. The notice shall instruct the occupants as to all applicable city regulations pertaining to short-term rentals. These include, but are not limited to, occupancy restrictions, limits on parking, prohibitions on special events, and limits on amplified sound.

Sec. 11-318. – Permit to be displayed.

A copy of the approved short-term rental permit shall be posted at a conspicuous location inside the front entrance(s) to the short-term rental.

Sec. 11-319. – Use of assigned permit number required.

It shall be unlawful for an owner or person to advertise a short-term rental in any medium, including but not limited to newspaper, magazine, brochure, website, or mobile application without including the current permit number assigned by the administrator.

Sec. 11-320. – Use of unauthorized permit number prohibited.

It shall be unlawful for an owner or person to use, advertise or promote or allow the use, advertisement or promotion of a short-term rental using a permit number not assigned to the owner or person, or to a different address, or to a different dwelling unit.

Sec. 11-321. – Notification of approval of short-term rental.

Within ten (10) days of the approval of a short-term rental permit, a notice will be sent by the planning and development department of the city to all property owners within two-hundred (200) feet of the premises, and shall include a contact number for complaints and emergencies, and pertinent information about this article.

Sec. 11-322. – Revocation of permit.

(a) Grounds. Any permit issued hereunder may be revoked by the administrator if the permit holder has:

- (1) received more than two citations for violations of this article;
- (2) failed or refused to comply with an express condition of the permit and remains in non-compliance ten (10) days after being notified in writing of such non-compliance;
- (3) knowingly made a false statement in the application; or

(4) otherwise become disqualified for the issuance of a permit under the terms of this article.

(b) Notice. Notice of the revocation shall be given to the permit holder in writing, with the reasons for the revocation specified in the notice, served either by personal service or by certified United States mail to their last known address. The revocation shall become effective the day following personal service or if mailed, three (3) days from the date of mailing.

(c) Appeal; hearing. The permit holder shall have ten (10) days from the date of such revocation in which to file notice with the administrator of their appeal from the order revoking said permit. The administrator shall provide for a hearing on the appeal in accordance with the provisions of this article.

(d) One-Year Waiting Period. In the event an owner's short-term rental permit is revoked by the administrator, no second or additional permit shall be issued for a short-term rental on the premises for one year of the date such permit was revoked.

Sec. 11-323. – Administrative appeals of denial or revocation of permit.

(a) Upon denial or revocation of a permit, the administrator, or his designee, shall notify the applicant or permit holder, in writing, of the reason for which the permit is subject to denial or revocation. To contest the denial or revocation of a permit, the applicant or permit holder shall file a written request for a hearing with the administrator within ten (10) days following service of such notice. If no written request for hearing is filed within ten (10) days, the denial or revocation is sustained.

(b) The appeal shall be conducted within twenty (20) days of the date on which the notice of appeal was filed with the administrator.

(c) The hearings provided for in this section shall be conducted by the administrator or a designated hearing officer at a time and place designated by the administrator or the hearing officer. Based upon the recorded evidence of such hearing, the administrator or the designated hearing officer shall sustain, modify or rescind any notice or order considered at the hearing. A written report of the hearing decision shall be furnished to the applicant or permit holder requesting the hearing.

(d) The determination of the administrator or designated hearing officer shall be final.

(e) An appeal shall not stay the denial or suspension of the permit unless otherwise directed by the administrator.

Sec. 11-324. – Authority to disconnect utilities.

The building official shall have the authority to authorize disconnection of utility services to the building for repeated offenses of Section 11-299, Section 11-300, Section 11-301, or Section 11-307. Reconnection of utility services shall only be authorized once the building and premises is made compliant with all adopted codes and ordinances.

Sec. 11-325-340. – Reserved.”

SECTION 2.

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

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 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, phrase, clauses, sentences, paragraphs or sections of this Ordinance since the same would have been enacted by the City Council without incorporation in this Ordinance of any such invalid or unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 4.

Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be fined not more than \$2,000.00 for all violations involving zoning, fire safety, or public health and sanitation, including dumping or refuse, and shall be fined \$500.00 for all other violations of this ordinance. Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 5.

The City Secretary of the City of Kennedale is hereby directed to publish this Ordinance as required by law.

SECTION 6.

This Ordinance shall take effect after its passage and publication as required by law, and it is so ordained.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF KENNEDALE, TEXAS, THIS THE ____ DAY OF AUGUST, 2023.

MAYOR JAN JOPLIN

ATTEST:

RAEANNE BYINGTON, CITY SECRETARY

APPROVED AS TO FORM AND LEGALITY:

CARVAN ADKINS, CITY ATTORNEY

MEETING DATE: AUGUST 15, 2023

AGENDA ITEM NUMBER: INDIVIDUAL CONSIDERATION ITEM IV.C.6.

SUBJECT

Approve contract for Bureau Veritas to complete pool inspections in the City of Kennedale.

ORIGINATED BY Nathan Gonzales

SUMMARY

The city's current contracts with Tarrant County Public Health to perform health inspections at restaurants as needed. This agreement currently does not include public health inspections of public and semi-public pools. Until recently, there have not been any public pools located in Kennedale. Today, there are two pools; one at Hammack Creek Apartments; one at Alta Landing Apartments. Both pools were issued a permit by the city and inspected when constructed. However, this is caused an issue with regards to the annual inspections required to operate a pool by Tarrant County. Tarrant County is currently in the process of updating their fees and ILA's all 37 jurisdictions they partner with. According to their public health department leadership, this is expected to take months to complete before going to the County Commissioner's Court for approval. In the interim, Community Development will move forward with issuing an annual operator's permit for both pools, however, the city currently does not have on staff a registered sanitarian to perform these inspections. It is vital to the health and safety of our community both public pools and semi-public pools are inspected annually. Staff wishes to contract with Bureau Veritas (BV) to perform these inspections.

RECOMMENDATION

Staff recommends approval.

ATTACHMENTS

1.	Kennedale TX Health PSA July 26 2023	Kennedale TX Health PSA July 26 2023.pdf
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**BUREAU VERITAS NORTH AMERICA, INC.
STANDARD PROFESSIONAL SERVICES AGREEMENT**

This STANDARD PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2023, by and between Bureau Veritas North America, Inc., ("BVNA"), and the City of Kennedale, Texas, ("Client").

These Terms and Conditions govern the work to be performed by Bureau Veritas North America, Inc. ("BVNA"), as specified in the proposal prepared by BVNA of which these Terms and Conditions are a part thereof.

WHEREAS, the Client desires that BVNA provide independent professional services for Client under the terms of a Standard Professional Services Agreement;

WHEREAS, BVNA represents that it is a professional independent consulting firm and is willing and able to perform such services upon terms and conditions hereinafter set forth;

WHEREAS, all services will be conducted in accordance with these terms and conditions and the agreed upon Scope of Services and Fee Schedule the forms of which are attached as Attachments "A" and "B" respectively.

NOW, THEREFORE, in consideration of the foregoing and of the benefits to each of the parties accruing, the parties hereto do mutually agree as follows:

AGREEMENT

1. **Initiation of Services:** During the term of this Agreement, Client may call upon BVNA to perform specific work from the scope to be defined per project in accordance with the agreed upon fees. Individual projects may be delineated via a specific proposal in accordance with the terms and conditions set forth in this Agreement. BVNA agrees to furnish services in conformity with the terms hereof and the following documents which are incorporated by reference and made a part hereof. No subsequent amendment to this Agreement shall be binding on either BVNA or Client unless reduced to writing and signed by an authorized Representative of BVNA and Client. Any pre-printed forms including, but not limited to: purchase orders, shipping instructions, or sales acknowledgment forms of either party containing terms or conditions at variance with or in addition to those set forth herein shall not in any event be deemed to modify or vary the terms of this Agreement.

2. **Scope of Services:** BVNA shall provide its services at the time, place, and in the manner specified in the proposal.

3. **Term.** This Agreement shall remain in effect from the effective date of the Agreement unless terminated by written notice to the other party at least thirty (30) days prior to termination. Fees may be adjusted annually.

4. **Time of Performance:** The services of BVNA are to commence upon execution of this Agreement and shall continue until all authorized work is completed. BVNA shall use commercially reasonable best efforts

in performing services under these Terms and Conditions, and the Companion Documents ("Agreement"). Companion Documents shall mean any documents accompanying BVNA's Proposal, including but not limited to the Scope of Work, Fee Schedules or any other Exhibits specific to the project. BVNA shall not be responsible for failure to perform its services if i) there is a failure or delay by Client or its contractors in providing BVNA with the necessary access to properties, documentation, information, or materials; ii) Client or its contractors fail to approve or disapprove BVNA's work; or iii) if Client causes delays in any way whatsoever. In any of these events, BVNA's time for completion of its service shall be extended accordingly. BVNA shall not be responsible for failure to perform if such failure is due to any act of God, labor trouble, fire, inclement weather, act of governmental authority, failure of transportation, accident, power failure or interruption, or any other cause reasonably beyond BVNA's control. In any of these events, BVNA's time for completion of its services shall be extended accordingly.

5. **Compensation:** Compensation to be paid to BVNA shall be in accordance with the Schedule of Fees set forth in accordance with the agreed upon fee schedule per project.

6. **Method of Payment:** BVNA shall submit monthly billings to Client describing the work performed during the preceding month. Client shall pay BVNA no later than thirty (30) days after receipt of the monthly invoice by Client's staff. If the invoice is not paid within such period, Client shall be liable to BVNA for a late charge accruing from the date of such invoice to the date of payment at the lower of eighteen (18) percent per annum or the maximum rate allowed by law. Further, if the invoice is not paid within such period, BVNA may, at any time, and without waiving any other rights or claims against Client and without thereby incurring any liability to Client, elect to terminate performance of services immediately following written notice from BVNA to Client. Notwithstanding any such termination of services, Client shall pay BVNA for all services rendered by BVNA up to the date of termination of services plus all interest, termination costs and expenses incurred by BVNA. Client shall reimburse BVNA for all costs and expenses of collection, including reasonable attorney's fees. For work requiring a construction permit to be issued, the total fee will be billed when the permit is issued by the Jurisdiction.

7. **Construction Monitoring:** If BVNA is engaged by Client to provide a site representative for the purpose of monitoring specific portions of any construction work, as set forth in the proposal, then this Section 7 shall apply. If BVNA's engagement does not include such construction monitoring, then this Section shall be null and void. In connection with construction monitoring, BVNA will report observations and professional opinions to Client. BVNA shall report to Client any observed work which, in BVNA's opinion, does not conform to plans and specifications. BVNA shall have no authority to reject or terminate the work of any agent or contractor of Client. No action, statements, or communications of BVNA, or BVNA's site representative, can be construed as modifying any agreement between Client and others. BVNA's presence on the Project site in no way guarantees the completion or quality of the performance of the work of any party retained by Client to provide construction related services. Neither the professional activities of BVNA, nor the presence of BVNA or its employees, representatives, or subcontractors on the Project Site, shall be construed to impose upon BVNA any responsibility for methods of work performance, superintendence, sequencing of construction, or safety conditions at the Project site. Client acknowledges that Client or its general contractor is solely responsible for job site safety, and warrants and agrees that such responsibility shall be made evident in any Project owner's agreement with the general contractor. Client also agrees to make BVNA an additional insured under any general contractor's General Liability insurance policy. Prior to the commencement of the Work, Client shall provide BVNA with a certificate of insurance evidencing the required insurance. Such certificates shall be issued by an insurance carrier(s) acceptable to BVNA and shall be endorsed to include: (1) BVNA as additional insured; (2) thirty (30) days prior written notice of cancellation or material change in any of the coverages; and (3) a waiver of subrogation as to BVNA. Each policy of insurance required shall be written by an insurance company with a minimum rating by A.M. Bests & Company of A-VI. This insurance shall be primary to any insurance available to BVNA. In the event BVNA expressly assumes any health and safety responsibilities for hazardous materials or other items specified in this Agreement, the acceptance of such responsibility does not and shall not be deemed an acceptance of responsibility for any other health

and safety requirements, such as, but not limited to, those relating to excavation, trenching, drilling or backfilling.

8. Ownership of Documents: All plans, studies, documents and other writings prepared by BVNA, its officers, employees and agents and subcontractors in the course of implementing this Agreement shall remain the property of BVNA. The Client acknowledges that all intellectual property rights related to the performance of the Agreement, including but not limited to the names, service marks, trademarks, inventions, logos and copyrights of BVNA and its affiliates, (collectively, the “**Rights**”) are and shall remain the sole property of BVNA or its affiliates and shall not be used by the Client, except solely to the extent that the Client obtains the prior written approval of BVNA and then only in the manner prescribed by BVNA. If BVNA terminates the Agreement in accordance with the provisions of Article 29 below, any such license granted by BVNA to the Client shall automatically terminate.

9. Use of Data or Services: BVNA shall not be responsible for any loss, liability, damage, expense or cost arising from any use of BVNA’s analyses, reports, certifications, advice or reliance upon BVNA’s services, which is contrary to, or inconsistent with, or beyond the provisions and purposes set forth therein or included in these Terms and Conditions, or in the Companion Documents. Client understands and agrees that BVNA’s analyses, reports, certifications and services shall be used solely by the Client, and only Client is allowed to rely on such work product. If a third party relies on the services, analyses, reports or certifications without BVNA’s written permission, then Client agrees to defend and indemnify BVNA from any claims or actions that are brought as a result of such reliance.

10. Independent Contractor: It is understood that BVNA, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the Client. BVNA shall obtain no rights to retirement benefits or other benefits which accrue to Client’s employees, and BVNA hereby expressly waives any claim it may have to any such rights.

11. Standard of Care: BVNA REPRESENTS THAT THE SERVICES, FINDINGS, RECOMMENDATIONS AND/OR ADVICE PROVIDED TO CLIENT WILL BE PREPARED, PERFORMED, AND RENDERED IN ACCORDANCE WITH PROCEDURES, PROTOCOLS AND PRACTICES ORDINARILY EXERCISED BY PROFESSIONALS IN BVNA’S PROFESSION FOR USE IN SIMILAR ASSIGNMENTS AND PREPARED UNDER SIMILAR CONDITIONS AT THE SAME TIME AND LOCALITY. CLIENT ACKNOWLEDGES AND AGREES THAT BVNA HAS MADE NO OTHER IMPLIED OR EXPRESSED REPRESENTATION, WARRANTY OR CONDITION WITH RESPECT TO THE SERVICES, FINDINGS, RECOMMENDATIONS OR ADVICE TO BE PROVIDED BY BVNA PURSUANT TO THIS AGREEMENT.

12. Indemnity: Subject to the Limitation of Liability included in this Agreement, BVNA shall indemnify and hold harmless Client from and against losses, liabilities, and reasonable costs and expenses (for property damage and bodily injury, including reasonable attorney’s fees), to the extent directly and proximately caused by BVNA’s negligent performance of services or breach of warranty under this Agreement.

BVNA shall not be obligated to defend the Client until there is an actual finding of negligence or if the parties agree otherwise. Client shall defend, indemnify and hold harmless BVNA, its employees, directors, officers, and agents, from and against claims, losses, liabilities, and reasonable costs and expenses (including reasonable attorney’s fees) that are: i) related to, or caused by the negligence or willful misconduct of Client, its employees, or agents; ii) related to this Agreement or the work to be performed by BVNA for which BVNA is not expressly responsible; or iii) the expressed responsibility of the Client under this Agreement.

13. Limitation of Liability: To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the total aggregate liability of BVNA, its affiliates, employees, officers, directors and agents (Collectively referred to in this paragraph as “BVNA”) for all claims for negligent

professional acts, errors or omissions arising out of this Agreement is limited to \$50,000 or the amount of the total fees hereunder, whichever is greater.

14. **Insurance:** BVNA, at BVNA's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies with insurers possessing a Best's rating of no less than A:VII:

- a. **Workers' Compensation Coverage:** BVNA shall maintain Workers' Compensation and Employer's Liability Insurance for its employees in accordance with the laws of the state where the services are being performed. Any notice of cancellation or non-renewal of all Workers' Compensation policies will be sent to the Client in accordance with the policy provisions.
- b. **General Liability Coverage:** BVNA shall maintain Commercial General Liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.
- c. **Automobile Liability Coverage:** BVNA shall maintain Automobile Liability insurance covering bodily injury and property damage for activities of BVNA employee arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
- d. **Professional Liability Coverage:** BVNA shall maintain Professional Errors and Omissions Liability for protection against claims alleging negligent acts, errors or omissions which may arise from BVNA's services under this Agreement. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis.

BVNA shall name Client as additional insured and other parties that it deems appropriate to be additionally insured under BVNA's Commercial General Liability policy and Automobile Liability policy, if requested to do so by Client. The Client, on its own behalf and on the behalf of any others that are named as additionally insured at Client's request, agrees that providing such insurance or the additional insured endorsement shall in no way be construed as an assumption by BVNA of any liability for the negligence or willful misconduct or any wrongful behavior on the part of Client or others that are named additionally insured.

15. **Consequential and Punitive Damages:** Neither BVNA nor Client shall be liable under any circumstances for loss of profits, loss of product, consequential damages of any kind, indirect damages of any kind or special damages of any kind to the other party, or to any third party. No punitive or exemplary damages of any kind shall be recoverable against either party under any circumstances.

16. **Cause of Action:** If Client makes a claim against BVNA, for any alleged error, omission, or other act arising out of the performance of its professional services and to the extent the Client fails to prove such claim, then the Client shall pay all costs including attorney's fees incurred by BVNA in defending the claim. Any cause of action brought against BVNA shall be brought within one (1) year of the work or services performed under this Agreement.

17. **Compliance with Laws:** BVNA shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinance and regulations in effect as of the date services are provided.

18. **Resolution of Disputes:** All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, except

those disputes which arise out of or are related to collection matters or fees alone under this Agreement, (collectively "Disputes") shall be submitted to mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, Client and BVNA shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by Client and BVNA within ten (10) calendar days, a mediator shall be chosen as specified in the Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree.

Should either party to this Agreement commence any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorney's fees.

19. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the state where the BVNA office originating the work or proposal is located.

20. Releases: All lien releases will be limited to payment issues; no additional terms and conditions may be added to a release of lien.

21. Waiver of Jury Trial: Each party waives its right to a jury trial in any court action arising between the parties, whether under this Agreement or otherwise related to the work being performed under this Agreement.

22. Third Party Beneficiary: It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to the Client and BVNA. Nothing contained in the Agreement shall give or allow any claim or right of action whatsoever by any third person. It is the express intent of the Client and BVNA that any such person or entity, other than Client or BVNA, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary.

23. Written Notification: Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other party at the address set forth in the proposal. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to Client:

If to BVNA:

Bureau Veritas North America, Inc.
Attn: Contract Processing
1000 Jupiter Road, Suite 900
Plano, TX 75074

With cc to:

Bureau Veritas North America, Inc.
Attention: Legal Department
1601 Sawgrass Corporate Parkway, Suite 400
Fort Lauderdale, FL 33323

24. Confidential Information: Neither party shall disclose information identified as confidential to anyone except those individuals who need such information to perform the Services; nor should either party use such confidential information, except in connection with the Work, the performance of the Services or as authorized by the other party in writing. Regardless of the term of this Agreement, each party shall be bound by this obligation until such time as the confidential information shall become part of the public domain. Confidential information shall not include information which is either: (i) known to the public; (ii) was known to the receiving party prior to its disclosure; or (iii) received in good faith from a third party. If either party is required to produce information by valid subpoena or Court order, parties agree to first provide prompt notice to other party in order to allow the party to seek a protective order or other appropriate remedy. This shall not prevent either party from disclosing information to the extent reasonably necessary to substantiate a claim or defense in any adjudicatory proceeding. Client agrees that BVNA shall be permitted to use Client's name and logos in BVNA's marketing materials unless advised or prohibited against it by the Client in writing. The technical and pricing information contained in any proposal or other documents submitted to the Client by BVNA shall be considered confidential and proprietary and shall not be released or disclosed to a third party without BVNA's written consent.

25. Assignment: Neither party may assign this Agreement or any right or obligation hereunder without the prior written consent of the other party, which shall not be unreasonably withheld or delayed; provided, however, that no consent shall be necessary in the event of an assignment to a successor entity resulting from a merger, acquisition or consolidation by either party or an assignment to an Affiliate of either party if such successor or Affiliate assumes all obligations under this Agreement. Any attempted assignment, which requires consent hereunder, shall be void and shall constitute a material breach of this Agreement if such consent is not obtained.

26. Non-Solicitation/Hiring of Employees:

(a) To promote an optimum working relationship, the Client agrees in good faith that for the term of this Agreement and one year after the completion or termination of the Agreement not to directly or indirectly employ or otherwise engage any current employee of BVNA or any former employee of BVNA who left the employ of BVNA within the six (6) months prior to and including the date of the execution of the Agreement. The loss of any such employee would involve considerable financial loss of an amount that could not be readily established by BVNA. Therefore, in the event that Client should breach this provision and without limiting any other remedy that may be available to BVNA, the Client shall pay to BVNA a sum equal to the employee's current annual salary plus twelve (12) additional months of the employee's current annual salary for training of a new employee as liquidated damages.

(b) BVNA's employees shall not be retained as expert witnesses except by separate written agreement. Client agrees to pay BVNA's legal expenses, administrative costs and fees pursuant to BVNA's then current fee schedule for BVNA to respond to any subpoena.

27. Prevailing Wage: This Agreement and any proposals hereunder specifically exclude compliance with any project labor agreement or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of the proposal, this Agreement and any proposals hereunder specifically exclude compliance with any State or Federal prevailing wage law or associated requirements, including the Davis Bacon Act. Due to the professional nature of its services BVNA is generally exempt from the Davis Bacon Act and other prevailing wage schemes. It is agreed that no applicable prevailing wage classification or wage rate has been provided to BVNA, and that all wages and cost estimates contained herein are based solely upon standard, no-prevailing wage rates. Should it later be determined by the Client or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. These exclusions shall survive the completion of the project and shall be merged into any subsequently executed documents between the parties, regardless of the terms of such agreement. Client will reimburse, defend, indemnify and hold

harmless BVNA from any liability resulting from a subsequent determination that prevailing wage regulations cover the Projects, including all costs, fines and reasonable attorney's fees.

28. **Waiver:** No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

29. **Amendments:** This Agreement may be modified or amended only by a written document executed by both BVNA and Client.

30. **Entire Agreement:** This Agreement constitutes the complete and exclusive statement of Agreement between the Client and BVNA. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

31. **Termination:** This Agreement may be terminated immediately for cause or by either party without cause upon fifteen (15) days written notice of termination. Upon termination, BVNA shall be entitled to compensation for services performed up to the effective date of termination.

(a) Termination by Client: If the Client terminates this agreement without cause, the Client shall have two options concerning work and assignments that are in-progress. The Client shall select from: (1) Allowing BVNA the opportunity to complete all work and assignments in-progress that may be completed by another provider after the effective date of BVNA's termination; or (2) Providing BVNA with a complete and unconditional release from any and all liability and indemnification requirements regarding all work and assignments that remain in-progress upon BVNA's termination effective date. In the event that Client is silent on termination or does not make an affirmative selection, option (2) providing BVNA with a complete and unconditional release from any and all liability and indemnification requirements will be the default and active selection.

(b) Termination by BVNA: If BVNA terminates without cause, BVNA will provide client with a thirty (30) day transition period from the notice of termination to allow Client sufficient time to secure a new Service Provider. During this transition period, BVNA and Client's responsibilities under this agreement will remain in full force and effect. At the end of the thirty (30) day transition period BVNA will cease all activities. In the event Client shall request BVNA to continue to provide any Services beyond the expiration of the transition period, including any extensions, then BVNA and Client may negotiate in good faith terms of any such extension, including the pricing of Services.

32. **Interpretation of Agreement:** This Agreement shall be interpreted as though prepared by all parties and shall not be construed unfavorably against either party.

33. **Severability of Agreement:** If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the laws of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be effected and shall remain in full force and effect.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereby execute this agreement upon the terms and conditions stated above and the Attachments following the signatures below.

BUREAU VERITAS NORTH AMERICA, INC.	CLIENT
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:
Address:	Address:
Telephone:	Telephone:
Email:	Email:
DTQR	
Date	

ATTACHMENT A

SCOPE OF SERVICES

BVNA will have an exclusive agreement with Client to ensure compliance with the provisions of the Jurisdiction's Adopted Food Establishment Ordinance. In absence of said ordinance, the provisions of Title 25 Texas Administrative Code Chapter 228, regarding the regulation of food establishments, known as the Texas Food Establishment Rules (TFER), will be enforced. The Texas Administrative Code (TAC), Standards for Public Pools and Spas, Chapter 265, Subchapter L will be enforced for public swimming pools and spas.

BVNA services include the following per permitted installation:

- Review plans for compliance with the applicable laws and rules required.
- Perform inspections to determine compliance with the applicable laws and rules required.
- Inspections will be performed by a Texas Registered Sanitarian
- Update or create the required Health forms.
- Web-based project tracking of Health permits.
- Provide written report of any deficiencies.
- Investigation of complaints on permitted facilities.

The Client will have final interpretive authority over all plans, specifications and inspections and is charged with the issuance of all permits and certificates of occupancy.

ATTACHMENT B
FEE SCHEDULE

PER INSPECTION ONLY:

Food Service Inspections - Per each inspection	\$150.00
• Permanent Food Establishment Inspection	
• Mobile Food Vendor (Hot and Cold Truck) Inspection	
• Seasonal Vendor Inspection	
• Public Swimming Pool Inspection	
Temporary Event Inspection - Per each permit	\$100.00
Complaint Investigation - Per each complaint	\$150.00
Consultation outside of the aforementioned scope of services: Health Plan review, Health	\$150.00
Final and CO inspections and/or for each re-inspection.	per hour
* Minimum one hour	

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: AUGUST 15, 2023

AGENDA ITEM NUMBER: INDIVIDUAL CONSIDERATION ITEM IV.C.7.

SUBJECT

Consideration and approval of an order calling a bond election to be held by the City of Kennedale on November 7, 2023.

- Measure - Streets
- Measure - Parks
- Measure - Public Safety

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

1.	Kennedale - ordinance - v3	Kennedale - ordinance - v3.pdf
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ORDINANCE NO. _____

AN ORDINANCE CALLING A BOND ELECTION TO BE HELD IN THE CITY OF KENNEDALE, TEXAS; MAKING PROVISION FOR THE CONDUCT OF THE ELECTION; AND RESOLVING OTHER MATTERS RELATED TO SUCH ELECTION

WHEREAS, the City Council (the *Council*) of the CITY OF KENNEDALE, TEXAS (the *City*), located in Tarrant County, Texas (the *County*), hereby finds and determines that an election should be held to determine whether the Council shall be authorized to issue general obligation bonds of the City in the amount and for the purposes hereinafter identified (the *Election*); and

WHEREAS, the City will contract with the Elections Administrator (the *Administrator*) of the County to conduct all aspects of the Election; and

WHEREAS, the Election will be held jointly with other political subdivisions (collectively, the *Participants*) as provided pursuant to an election services agreement and/or a joint election or similar agreement between or among (as applicable) the City and any Participants, entered into according to the Texas Election Code, as amended (the *Code*); and

WHEREAS, the Council hereby finds and determines that the necessity to construct various capital improvements within the City dictates that it is in the public interest to call and hold the Election at the earliest possible date to authorize the issuance of general obligation bonds for the purposes hereinafter identified; and

WHEREAS, the Council hereby finds and determines that the actions hereinbefore described are in the best interests of the residents of the City; now, therefore,

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

SECTION 1. The Election shall be held in the CITY OF KENNEDALE, TEXAS on November 7, 2023 (*Election Day*), which is a uniform election date under the Code and is not less than 78 days nor more than 90 days from the date of the adoption of this ordinance (the *Ordinance*), for the purpose of submitting the following measures to the qualified voters of the City:

CITY OF KENNEDALE MEASURE [STREETS]

Shall the City Council of the City of Kennedale, Texas be authorized to issue and sell one or more series of general obligation bonds of the City in the aggregate principal amount of not more than \$_____ for the purpose of designing, acquiring, constructing, renovating, improving, upgrading, updating, extending, and equipping City streets and roads, completing necessary or incidental utility relocation and curb, gutter, drainage, and sidewalk improvements in connection with the foregoing, and the purchase of land, easements, rights-of-way, and other real property interests necessary therefor or incidental thereto, with priority given

to Little School Road, such bonds to mature serially or otherwise (not more than 40 years from their date) in accordance with law; and any issue or series of said bonds to bear interest at such rate or rates (fixed, floating, variable or otherwise) as may be determined within the discretion of the City Council, provided that such rate or rates of interest shall not exceed the maximum rate per annum authorized by law at the time of the issuance of any issue or series of said bonds; and shall the City Council be authorized to levy and pledge, and cause to be assessed and collected, annual ad valorem taxes on all taxable property in the City sufficient to pay the annual interest and provide a sinking fund to pay the bonds at maturity?

CITY OF KENNEDALE MEASURE [PARKS]

Shall the City Council of the City of Kennedale, Texas be authorized to issue and sell one or more series of general obligation bonds of the City in the aggregate principal amount of not more than \$_____ for the purpose of designing, acquiring, constructing, renovating, improving, and equipping City park, recreation (including sports and athletics), and open space improvements, making park, recreation, and open space additions, acquiring lands and rights-of-way necessary thereto, such bonds to mature serially or otherwise (not more than 40 years from their date) in accordance with law; and any issue or series of said bonds to bear interest at such rate or rates (fixed, floating, variable or otherwise) as may be determined within the discretion of the City Council, provided that such rate or rates of interest shall not exceed the maximum rate per annum authorized by law at the time of the issuance of any issue or series of said bonds; and shall the City Council be authorized to levy and pledge, and cause to be assessed and collected, annual ad valorem taxes on all taxable property in the City sufficient to pay the annual interest and provide a sinking fund to pay the bonds at maturity?

CITY OF KENNEDALE MEASURE [PUBLIC SAFETY]

Shall the City Council of the City of Kennedale, Texas be authorized to issue and sell one or more series of general obligation bonds of the City in the aggregate principal amount of not more than \$_____ for the purpose of designing, acquiring, constructing, purchasing, renovating, improving, upgrading, updating, enlarging, demolishing, and equipping public facilities to wit: police, fire, and emergency medical services facilities, and the purchase of land, easements, rights-of-way, and other real property interests necessary therefor or incidental thereto, and completing related landscaping, such bonds to mature serially or otherwise (not more than 40 years from their date) in accordance with law; and any issue or series of said bonds to bear interest at such rate or rates (fixed, floating, variable or otherwise) as may be determined within the discretion of the City Council, provided that such rate or rates of interest shall not exceed the maximum rate per annum authorized by law at the time of the issuance of any issue or series of said bonds; and shall the City Council be authorized to levy and pledge, and cause to be assessed and collected, annual ad valorem taxes on all taxable property in the City sufficient to pay the annual interest and provide a sinking fund to pay the bonds at maturity?

SECTION 2. One or more City election precincts are hereby established for the purpose of holding the Election, and one or more polling places are hereby designated for holding the Election in the City election precincts as identified in Exhibit B to this Ordinance (which is incorporated herein by reference for all purposes). In compliance with the Code, the Administrator will identify and formally approve the appointment of the Presiding Judges, Alternate Presiding Judges, Election Clerks, and all other election officials for the Election. The Mayor, the City Manager, or their designees can correct, modify, or change the Exhibits to this Ordinance based upon the final locations and times agreed upon by the City, the Administrator, and the Participants, if any and as applicable, to the extent permitted by applicable law. To the extent required by the Code or other applicable law, the appointment of election officials at polling locations must include a person fluent in the Spanish language.

B. On Election Day, the polls shall be open as designated on Exhibit B.

C. The main early voting location is designated in Exhibit A to this Ordinance (which is incorporated herein by reference for all purposes). The individual named as the Early Voting Clerk as designated in Exhibit A is hereby appointed as the Early Voting Clerk to conduct such early voting in the Election. The Early Voting Clerk shall appoint the Deputy Early Voting Clerks. This main early voting location and any branches shall remain open to permit early voting on the days and at the times as stated in Exhibit A.

The Administrator is authorized to establish an Early Voting Ballot Board and to designate the Presiding Judge of the Early Voting Ballot Board. The Presiding Judge of the Early Voting Ballot Board shall appoint two or more additional members to constitute the Early Voting Ballot Board members and, if needed, the Signature Verification Committee members required to efficiently process the early voting ballots.

SECTION 3. Any legally permissible voting method may be used for early voting and Election Day voting by personal appearance, and when required by the Code, at least one accessible voting system per polling place will be provided. Certain early voting may be conducted by mail according to the Code.

SECTION 4. The City is authorized to utilize a Central Counting Station (the *Station*) as provided by the Code. The Administrator, or the designee thereof, is hereby appointed as the Manager of the Station, who will establish a written plan for the orderly operation of the Station according to the Code. The Council hereby authorizes the Administrator, or the designee thereof, to appoint the Presiding Judge of the Station, the Tabulation Supervisor, and the Programmer for the Station and may appoint Station clerks as needed or desirable. The Administrator will publish (or cause to be published) notice and conduct testing on the automatic tabulation equipment relating to the Station and conduct instruction for the officials and clerks for the Station according to the Code.

SECTION 5. The official ballot shall be prepared according to the Code so as to permit voters to vote “FOR” or “AGAINST” the aforesaid measures which shall appear on the ballot substantially as follows:

CITY OF KENNEDALE PROPOSITION [STREETS]

THE ISSUANCE OF NOT TO EXCEED \$_____ OF CITY OF KENNEDALE, TEXAS GENERAL OBLIGATION BONDS FOR CITY STREETS, INCLUDING EXTENDING LITTLE SCHOOL ROAD, AND THE LEVY OF A TAX SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS.

CITY OF KENNEDALE PROPOSITION [PARKS]

THE ISSUANCE OF NOT TO EXCEED \$_____ OF CITY OF KENNEDALE, TEXAS GENERAL OBLIGATION BONDS FOR PARKS AND RECREATION AND THE LEVY OF A TAX SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS.

CITY OF KENNEDALE PROPOSITION [PUBLIC SAFETY]

THE ISSUANCE OF NOT TO EXCEED \$_____ OF CITY OF KENNEDALE, TEXAS GENERAL OBLIGATION BONDS FOR PUBLIC SAFETY FACILITIES AND THE LEVY OF A TAX SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS.

SECTION 6. All resident qualified voters of the City shall be permitted to vote at the Election, and on Election Day, such voters shall vote at the designated polling places. The Election shall be held and conducted in accordance with the Texas Election and Government Codes, as amended, and as may be required by other law. To the extent required by law, materials and proceedings relating to the Election shall be printed in English, Spanish, and Vietnamese.

SECTION 7. Notice of election, including English, Spanish, and Vietnamese translations thereof, shall be published on the same day in each of two successive weeks in a newspaper of general circulation in the City, the first of these publications to appear in such newspaper not more than 30 days, and not less than 14 days, prior to Election Day. Moreover, a substantial copy of this Ordinance and the voter information attached as one or more exhibits, including English, Spanish, and Vietnamese translations thereof, shall be posted (a) not less than 21 days prior to Election Day (1) on the bulletin board at City Hall used for posting notices of Council meetings, (2) in three additional public places within the City's boundaries, (3) in a prominent location on the City's internet website, and (b) in a prominent location at each polling place on Election Day and during early voting. A sample ballot shall be posted on the City's internet website not less than 21 days prior to Election Day.

SECTION 8. As of the date of this Ordinance and as further reflected in one or more voter information documents attached to this Ordinance, the City had outstanding an aggregate principal amount of debt equal to \$x (including maintenance tax debt, if any); the aggregate amount of the interest owed on such City debt obligations, through respective maturity, totaled \$x; and the City levied an ad valorem debt service tax rate for its outstanding debt obligations of \$x per \$100 of taxable assessed valuation. Based on the bond market conditions on the date of the Council's adoption of this Ordinance, the maximum interest rate for any series of bonds authorized at the Election is x% (expressed as a net effective interest rate applicable to any such series of bonds).

The bonds that are the subject of this Election shall mature serially or otherwise not more than 40 years from their date, as prescribed by applicable Texas law. The foregoing maximum net effective interest rate and amortization period are only estimates, provided for Texas statutory compliance; they do not serve as a cap on the per annum interest rate at which any series of bonds authorized at the Election may be sold, or the amortization period for bonds that are the subject of this Election.

SECTION 9. The Council authorizes the Mayor, the City Manager, or their designees to negotiate and enter into one or more joint election agreements, election service contracts, and/or similar contracts or agreements with the County, acting by and through the Administrator, and any Participants if desired or required to comply with applicable law, as permitted and in accordance with the Code. In addition, the Council authorizes the Mayor, the City Manager, or their respective designees to make such technical modifications to this Ordinance that are necessary for compliance with applicable Texas or federal law or to carry out the intent of the Council, as evidenced herein.

SECTION 10. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the Council.

SECTION 11. All ordinances and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters ordained herein.

SECTION 12. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 13. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 14. If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and this Council hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 15. Pursuant to Section 1201.028, as amended, Texas Government Code, this Ordinance shall be effective immediately upon adoption, notwithstanding any provision in the City's Home Rule Charter to the contrary concerning a multiple reading requirement for the adoption of ordinances.

* * *

PASSED AND APPROVED on August 15, 2023.

CITY OF KENNEDALE, TEXAS

Jan Joplin
Mayor

ATTEST:

Raeanne Byington
City Secretary

(CITY SEAL)

[Signature Page to Ordinance Calling a Bond Election]

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: AUGUST 15, 2023

AGENDA ITEM NUMBER: INDIVIDUAL CONSIDERATION ITEM IV.E.8.

SUBJECT

Approval of an ordinance authorizing the issuance, sale and delivery of up to \$17,400,000 in aggregate principal amount of "Combination tax and revenue certificates of obligation, series 2023"; Securing the payment thereof by authorizing the levy of an annual ad valorem tax and a pledge of certain surplus revenues of the city's municipal waterworks and sewer system; and approving and authorizing the execution of all other instruments and procedures related thereto.

ORIGINATED BY: Jonathan Horton

SUMMARY

RECOMMENDATION: Approve

ATTACHMENTS

1.	Kennedale 2023 CO Ordinance 1	Kennedale 2023 CO Ordinance 1.pdf
2.	Kennedale 2023 CO - Paying Agent Agmt - 1	Kennedale 2023 CO - Paying Agent Agmt - 1.pdf
3.	Kennedale 2023 CO - Closing Docs - 1	Kennedale 2023 CO - Closing Docs - 1.pdf

Draft: 8/8/2023

ORDINANCE NO. ____

ORDINANCE AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF \$____ IN AGGREGATE PRINCIPAL AMOUNT OF “CITY OF KENNEDALE, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2023”; SECURING THE PAYMENT THEREOF BY AUTHORIZING THE LEVY OF AN ANNUAL AD VALOREM TAX AND A PLEDGE OF CERTAIN SURPLUS REVENUES OF THE CITY’S MUNICIPAL WATERWORKS AND SEWER SYSTEM; AND APPROVING AND AUTHORIZING THE EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT, AN OFFICIAL STATEMENT AND ALL OTHER INSTRUMENTS AND PROCEDURES RELATED THERETO

DATE OF APPROVAL: AUGUST 15, 2023

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Signatures

Paying Agent/Registrar Agreement Exhibit A

Written Procedures Relating to Continuing Compliance with Federal Tax Covenants ... Exhibit B

Description of Annual Financial Information..... Exhibit C

ORDINANCE NO. 731

ORDINANCE AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF \$_____ IN AGGREGATE PRINCIPAL AMOUNT OF “CITY OF KENNEDALE, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2023”; SECURING THE PAYMENT THEREOF BY AUTHORIZING THE LEVY OF AN ANNUAL AD VALOREM TAX AND A PLEDGE OF CERTAIN SURPLUS REVENUES OF THE CITY’S MUNICIPAL WATERWORKS AND SEWER SYSTEM; AND APPROVING AND AUTHORIZING THE EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT, AN OFFICIAL STATEMENT AND ALL OTHER INSTRUMENTS AND PROCEDURES RELATED THERETO

THE STATE OF TEXAS	§
COUNTY OF TARRANT	§
CITY OF KENNEDALE	§

WHEREAS, the **CITY OF KENNEDALE, TEXAS** (the “**City**”), in Tarrant County, Texas, is a political subdivision of the State of Texas operating as a home-rule municipality pursuant to the Constitution and laws of the State of Texas and its City Charter, which was initially approved by the qualified voters of the City on January 17, 1998, and which was most recently amended by the qualified voters of the City on May 4, 2019; and

WHEREAS, the City Council of the City hereby determines that it is necessary and desirable to (i) acquire, construct and equip street, sidewalk and drainage improvements at various locations in the City, together with utility relocation and other improvements incidental thereto and (ii) acquire, construct, repair, extend, equip, and improve the City’s waterworks and sewer system (collectively, the “**Projects**”); and

WHEREAS, the City Council of the City intends to finance the Projects from proceeds derived from the sale of Combination Tax and Revenue Certificates of Obligation issued by the City pursuant to Sections 271.041 - 271.064, Texas Local Government Code, as amended (the “**Act**”); and

WHEREAS, the City Council hereby determines that the Projects to be financed with the proceeds of the Certificates of Obligation being issued pursuant to this Ordinance consist of (a) vehicles and equipment and (b) “designated infrastructure” as such term is defined in Section 26.012(9) of the Texas Tax Code (specifically within clauses (A) and (D) thereof); consequently, such Certificates of Obligation shall constitute “Debt” within the meaning of Section 26.012(7) of the Texas Tax Code; and

WHEREAS, none of the Projects being financed with the Certificates of Obligation being issued pursuant to this Ordinance were included in a bond proposition to authorize the issuance of bonds for the same purpose that was submitted to the voters of the City during the preceding three years and failed to be approved; and

WHEREAS, on June 20, 2023, the City Council adopted a resolution authorizing and directing the City Secretary to give notice of intention to issue Certificates of Obligation in the principal amount not to exceed \$17,400,000 to finance the Projects; and

WHEREAS, the principal amount of the Certificates of Obligation authorized by this Ordinance plus the original issue premium generated from the pricing of the Certificates of Obligation which is allocated to be used to pay costs of the Projects, as further described in Section 16 of this Ordinance, does not exceed the maximum amount of \$17,400,000 set forth in the notice of intention described in the preceding recital; and

WHEREAS, the Notice with respect to the Projects was duly: (i) published in the *Fort Worth Star-Telegram*, which is a newspaper of general circulation in the City, in its issues of June 26, 2023 and July 3, 2023, in satisfaction of Section 271.049(a)(1) of the Act, and (ii) posted continuously on the City's website from June 21, 2023, through the date of passage of this Ordinance in satisfaction of Section 271.049(a)(2) of the Act; and

WHEREAS, the Notice published in the *Fort Worth Star-Telegram* stated that the City Council would consider the approval of this Ordinance at a Regular Meeting to be held on August 15, 2023; and

WHEREAS, the City received no petition signed by at least five percent of the qualified electors of the City protesting the issuance of Certificates of Obligation prior to the approval of this Ordinance; and

WHEREAS, it is considered to be in the best interest of the City that said interest bearing Certificates of Obligation be issued; and

WHEREAS, the Certificates of Obligation authorized by this Ordinance are being issued by in the City in accordance with the provisions of the Act, Chapter 1201, Texas Government Code, and other applicable laws of the State of Texas; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code;

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

SECTION 1. AMOUNT AND PURPOSE OF THE CERTIFICATES OF OBLIGATION. The certificate of obligation or certificates of obligation of the City further described in Section 2 of this Ordinance and referred to herein as the "Certificates of Obligation" are hereby authorized to be issued and delivered in the aggregate principal amount of \$_____ **FOR THE PURPOSE OF PAYING, IN WHOLE OR IN PART, CONTRACTUAL OBLIGATIONS TO BE INCURRED TO (I) ACQUIRE, CONSTRUCT AND EQUIP STREET, SIDEWALK**

AND DRAINAGE IMPROVEMENTS AT VARIOUS LOCATIONS IN THE CITY, TOGETHER WITH UTILITY RELOCATION AND OTHER IMPROVEMENTS INCIDENTAL THERETO AND (II) ACQUIRE, CONSTRUCT, REPAIR, EXTEND, EQUIP, AND IMPROVE THE CITY'S WATERWORKS AND SEWER SYSTEM, AND (III) PAY THE COSTS OF ISSUANCE RELATED TO SUCH CERTIFICATES OF OBLIGATION.

SECTION 2. DESIGNATION, DATE, DENOMINATIONS, NUMBERS AND MATURITIES OF THE CERTIFICATES OF OBLIGATION. Each certificate of obligation issued pursuant to and for the purpose described in Section 1 of this Ordinance shall be designated **CITY OF KENNEDALE, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2023**, and initially there shall be issued, sold and delivered hereunder one fully registered certificate of obligation, without interest coupons, dated August 1, 2023, in the aggregate principal amount of \$_____, numbered T-1 (the ***“Initial Certificate of Obligation”***), with certificates of obligation issued in replacement thereof being in the denomination of \$5,000 or any integral multiple thereof and numbered consecutively from R-1 upward, all payable to the initial registered owner thereof (with the Initial Certificate of Obligation being payable to the initial purchaser designated in Section 16 hereof), or to the registered assignee or assignees of said certificates of obligation or any portion or portions thereof (in each case, the ***“Registered Owner”***), and the certificates of obligation shall mature and be payable serially on ***February 1*** in each of the years and in the principal amounts, respectively, as set forth in the following schedule:

YEAR OF MATURITY	PRINCIPAL AMOUNT (\$)	YEAR OF MATURITY	PRINCIPAL AMOUNT (\$)	YEAR OF MATURITY	PRINCIPAL AMOUNT (\$)
2024		2031		2038	
2025		2032		2039	
2026		2033		2040	
2027		2034		2041	
2028		2035		2042	
2029		2036		2043	
2030		2037		***	***

The term ***“Certificates of Obligation”*** as used in this Ordinance shall mean and include the Certificates of Obligation initially issued and delivered pursuant to this Ordinance and all substitute certificates of obligation exchanged therefor, as well as all other substitute certificates of obligation and replacement certificates of obligation issued pursuant hereto, and the term ***“Certificate of Obligation”*** shall mean any of the Certificates of Obligation.

SECTION 3. INTEREST. The Certificates of Obligation shall bear interest calculated on the basis of a 360-day year composed of twelve 30-day months from the dates specified in the FORM CERTIFICATE OF OBLIGATION set forth in this Ordinance to their respective dates of maturity or prior redemption at the following rates per annum:

YEAR OF MATURITY	INTEREST RATE (%)	YEAR OF MATURITY	INTEREST RATE (%)	YEAR OF MATURITY	INTEREST RATE (%)
2024		2031		2038	
2025		2032		2039	
2026		2033		2040	
2027		2034		2041	
2028		2035		2042	
2029		2036		2043	
2030		2037		***	***

Said interest shall be payable in the manner provided and on the dates stated in the FORM OF CERTIFICATE OF OBLIGATION set forth in this Ordinance.

SECTION 4. CHARACTERISTICS OF THE CERTIFICATES OF OBLIGATION; APPROVAL OF PAYING AGENT/REGISTRAR AGREEMENT.

(a) Registration, Transfer, and Exchange; Authentication. The City shall keep or cause to be kept at the designated corporate trust or commercial banking office (initially located in Dallas, Texas) of **BOKF, NA** (the “**Paying Agent/Registrar**”) books or records for the registration of the transfer and exchange of the Certificates of Obligation (the “**Registration Books**”), and the City hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers and exchanges under such reasonable regulations as the City and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers and exchanges as herein provided. Attached hereto as *Exhibit A* is a copy of the Paying Agent/Registrar Agreement between the City and the Paying Agent/Registrar which is hereby approved in substantially final form, and the Mayor, Mayor Pro-Tem and City Secretary of the City are hereby authorized to execute the Paying Agent/Registrar Agreement and approve any changes in the final form thereof.

The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the registered owner of each Certificate of Obligation to which payments with respect to the Certificates of Obligation shall be mailed, as herein provided; but it shall be the duty of each registered owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. To the extent possible and under reasonable circumstances, all transfers of Certificates of Obligation shall be made within three business days after request and presentation thereof. The City shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Paying Agent/Registrar’s standard or customary fees and charges for making such registration, transfer, exchange and delivery of a substitute Certificate of Obligation or Certificates of Obligation shall be paid as provided in the FORM CERTIFICATE OF

OBLIGATION set forth in this Ordinance. Registration of assignments, transfers and exchanges of Certificates of Obligation shall be made in the manner provided and with the effect stated in the FORM OF CERTIFICATE OF OBLIGATION set forth in this Ordinance. Each substitute Certificate of Obligation shall bear a letter and/or number to distinguish it from each other Certificate of Obligation.

Except as provided in (c) below, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Certificate of Obligation, date and manually sign the Paying Agent/Registrar's Authentication Certificate, and no such Certificate of Obligation shall be deemed to be issued or outstanding unless such Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all paid Certificates of Obligation and Certificates of Obligation surrendered for transfer and exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the City or any other body or person so as to accomplish the foregoing transfer and exchange of any Certificate of Obligation or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Certificates of Obligation in the manner prescribed herein, and said Certificates of Obligation shall be of type composition printed on paper with lithographed or steel engraved borders of customary weight and strength. Pursuant to Chapter 1201, Texas Government Code, and particularly Subchapter D and Section 1201.067 thereof, the duty of transfer and exchange of Certificates of Obligation as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Certificate, the transferred and exchanged Certificate of Obligation shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Certificates of Obligation which initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(b) Payment of Certificates of Obligation and Interest. The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Certificates of Obligation, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Certificates of Obligation.

(c) In General. The Certificates of Obligation (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Certificates of Obligation to be payable only to the registered owners thereof, (ii) may be redeemed prior to their scheduled maturities (notice of which shall be given to the Paying Agent/Registrar by the City at least 50 days prior to any such redemption date), (iii) may be transferred and assigned, (iv) may be exchanged for other Certificates of Obligation, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) shall be payable as to principal and interest, and (viii) shall be administered and the Paying Agent/Registrar and the City shall have certain duties and responsibilities with respect to the Certificates of Obligation, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF CERTIFICATE OF OBLIGATION set forth in this Ordinance. The Initial Certificate of Obligation is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Certificate of Obligation issued in exchange for the Initial Certificate of Obligation issued under this Ordinance the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF CERTIFICATE OF OBLIGATION. In

lieu of the executed Paying Agent/Registrar's Authentication Certificate described above, the Initial Certificate of Obligation delivered on the closing date (as further described in subparagraph (i) below) shall have attached thereto the Comptroller's Registration Certificate substantially in the form set forth in the FORM OF CERTIFICATE OF OBLIGATION below, manually executed by the Comptroller of Public Accounts of the State of Texas or by her duly authorized agent, which certificate shall be evidence that the Initial Certificate of Obligation has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the City, and has been registered by the Comptroller.

(d) Substitute Paying Agent/Registrar. The City covenants with the registered owners of the Certificates of Obligation that at all times while the Certificates of Obligation are outstanding the City will provide a competent and legally qualified bank, trust company, financial institution, or other entity to act as and perform the services of Paying Agent/Registrar for the Certificates of Obligation under this Ordinance. The City reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 120 days written notice to the Paying Agent/Registrar, to be effective not later than 60 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the City covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Certificates of Obligation, to the new Paying Agent/Registrar designated and appointed by the City. Upon any change in the Paying Agent/Registrar, the City promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each registered owner of the Certificates of Obligation, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(e) Book-Entry Only System for Certificates of Obligation. The Certificates of Obligation issued in exchange for the Certificates of Obligation initially issued to the purchaser specified in Section 16 herein shall be initially issued in the form of a separate single fully registered Certificate of Obligation for each of the maturities thereof. Upon initial issuance, the ownership of each such Certificate of Obligation shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company of New York ("**DTC**"), and except as provided in subsection (i) hereof, all of the outstanding Certificates of Obligation shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Certificates of Obligation registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created (“**DTC Participant**”) to hold securities to facilitate the clearance and settlement of securities transaction among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates of Obligation. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates of Obligation, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of the Certificates of Obligation, as shown on the Registration Books, of any notice with respect to the Certificates of Obligation, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of Certificates of Obligation, as shown in the Registration Books of any amount with respect to principal of or interest on the Certificates of Obligation. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate of Obligation is registered in the Registration Books as the absolute owner of such Certificate of Obligation for the purpose of payment of principal and interest with respect to such Certificate of Obligation, for the purpose of registering transfers with respect to such Certificate of Obligation, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Certificates of Obligation only to or upon the order of the registered owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City’s obligations with respect to payment of principal of and interest on the Certificates of Obligation to the extent of the sum or sums so paid. No person other than a registered owner, as shown in the Registration Books, shall receive a Certificate of Obligation certificate evidencing the obligation of the City to make payments of principal and interest pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the registered owner at the close of business on the Record Date, the words “Cede & Co.” in this Ordinance shall refer to such new nominee of DTC.

(f) Successor Securities Depository; Transfers Outside Book-Entry Only Systems. In the event that the City determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the City to DTC or that it is in the best interest of the beneficial owners of the Certificates of Obligation that they be able to obtain certificated Certificates of Obligation, the City shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Certificates of Obligation to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Certificates of Obligation and transfer one or more separate Certificates of Obligation to DTC Participants having Certificates of Obligation credited to their DTC accounts. In such event, the Certificates of Obligation shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its

nominee, or in whatever name or names registered owners transferring or exchanging Certificates of Obligation shall designate, in accordance with the provisions of this Ordinance.

(g) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Certificate of Obligation is registered in the name of Cede & Co., as nominee for DTC, all payments with respect to principal of and interest on such Certificate of Obligation and all notices with respect to such Certificate of Obligation shall be made and given, respectively, in the manner provided in the representation letter of the City to DTC.

(h) DTC Letter of Representation. The officers of the City are herein authorized for and on behalf of the City and as officers of the City to enter into one or more Letters of Representation with DTC establishing the book-entry only system with respect to the Certificates of Obligation.

(i) Delivery of Initial Certificate of Obligation. On the closing date, one Initial Certificate of Obligation representing the entire principal amount of the series of Certificates of Obligation, payable in stated installments to the initial registered owner named in Section 16 of this Ordinance or its designee, executed by manual or facsimile signature of the Mayor or Mayor Pro-Tem and City Secretary of the City, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to the initial purchaser or its designee. Upon payment for the Initial Certificate of Obligation, the Paying Agent/Registrar shall cancel the Initial Certificate of Obligation and deliver to the initial registered owner or its designee one registered definitive Certificate of Obligation for each year of maturity of the Certificates of Obligation, in the aggregate principal amount of all of the Certificates of Obligation for such maturity.

SECTION 5. FORM OF CERTIFICATE OF OBLIGATION. The form of the Certificates of Obligation, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment, and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas (to be attached only to the Certificates of Obligation initially issued and delivered pursuant to this Ordinance), shall be, respectively, substantially as follows, with such appropriate variations, omissions, or insertions as are permitted or required by this Ordinance.

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FORM OF CERTIFICATE OF OBLIGATION

R-	UNITED STATES OF AMERICA STATE OF TEXAS COUNTY OF TARRANT CITY OF KENNEDALE, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2023	PRINCIPAL AMOUNT \$_____
----	---	---

INTEREST RATE	MATURITY DATE	DATE OF SERIES	CUSIP NO.
____%	February 1, 20__	August 1, 2023	489332 ____

REGISTERED OWNER:

PRINCIPAL AMOUNT: _____ **DOLLARS**

ON THE MATURITY DATE specified above, the **CITY OF KENNEDALE, TEXAS** (the “*City*”), being a political subdivision and home-rule municipality of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the “*Registered Owner*”), the Principal Amount specified above, and to pay interest thereon (calculated on the basis of a 360-day year of twelve 30-day months) from the date of initial delivery of this Certificate of Obligation, as shown on the records of the Paying Agent/Registrar (defined below), at the Interest Rate per annum specified above, payable on February 1, 2024, and semiannually on each February 1 and August 1 thereafter to the Maturity Date specified above; or the date of redemption prior to maturity, except that if this Certificate of Obligation is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate of Obligation or Certificates of Obligation, if any, for which this Certificate of Obligation is being exchanged is due but has not been paid, then this Certificate of Obligation shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON this Certificate of Obligation are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Certificate of Obligation shall be paid to the Registered Owner hereof upon presentation and surrender of this Certificate of Obligation at maturity or upon the date fixed for redemption prior to maturity, at the designated corporate trust or commercial banking office of **BOKF, NA**, Dallas, Texas, which is the “*Paying Agent/Registrar*” for this Certificate of Obligation. The payment of interest on this Certificate of Obligation shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check, dated as

of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the City required by the Ordinance authorizing the issuance of this Certificate of Obligation (the “**Ordinance**”) to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared on the fifteenth day of the month next preceding each such date (the “**Record Date**”) on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a “**Special Record Date**”) will be established by the Paying Agent/Registrar if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the “**Special Payment Date**” which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each Registered Owner appearing on the Registration Books of the Paying Agent/Registrar at the close of business on the last business day next preceding the date of mailing of such notice. Any accrued interest due upon the redemption of this Certificate of Obligation prior to maturity as provided herein shall be paid to the Registered Owner upon presentation and surrender of this Certificate of Obligation for redemption and payment at the designated corporate trust office of the Paying Agent/Registrar (unless the redemption date is a regularly scheduled interest payment date, in which case accrued interest on such redeemed Certificates of Obligation shall be payable in the regular manner described above). The City covenants with the Registered Owner of this Certificate of Obligation that on or before each principal payment date, interest payment date and accrued interest payment date for this Certificate of Obligation it will make available to the Paying Agent/Registrar, from the “Interest and Sinking Fund” created by the Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Certificates of Obligation, when due.

IF THE DATE for the payment of the principal of or interest on this Certificate of Obligation shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Paying Agent/Registrar is located are authorized by law or executive order to close, or the United States Postal Service is not open for business, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close, or the United States Postal Service is not open for business; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS CERTIFICATE OF OBLIGATION is one of a series of Certificates of Obligation dated as of August 1, 2023, authorized in accordance with the Constitution and laws of the State of Texas in the aggregate principal amount of \$____ **FOR THE PURPOSE OF PAYING, IN WHOLE OR IN PART, CONTRACTUAL OBLIGATIONS TO BE INCURRED TO (I) ACQUIRE, CONSTRUCT AND EQUIP STREET, SIDEWALK AND DRAINAGE IMPROVEMENTS AT VARIOUS LOCATIONS IN THE CITY, TOGETHER WITH UTILITY RELOCATION AND OTHER IMPROVEMENTS INCIDENTAL THERETO AND (II) ACQUIRE, CONSTRUCT, REPAIR, EXTEND, EQUIP, AND IMPROVE THE CITY’S**

WATERWORKS AND SEWER SYSTEM, AND (III) PAY THE COSTS OF ISSUANCE RELATED TO SUCH CERTIFICATES OF OBLIGATION.

ON FEBRUARY 1, 20__, or on any date thereafter, the Certificates of Obligation of this Series maturing on and after February 1, 20__, may be redeemed prior to their scheduled maturities, at the option of the City, with funds derived from any available and lawful source, as a whole, or in part (provided that a portion of a Certificate of Obligation may be redeemed only in an integral multiple of \$5,000), at the redemption price of the principal amount of Certificates of Obligation called for redemption, plus accrued interest thereon to the date fixed for redemption. The City shall determine the maturity or maturities, and the principal amount of Certificates of Obligation within each maturity, to be redeemed. If less than all Certificates of Obligation of a maturity are to be redeemed, the particular Certificates of Obligation to be redeemed shall be selected by the Paying Agent/Registrar at random and by lot.

ADDITIONALLY, THE CERTIFICATES OF OBLIGATION MATURING on February 1, 20__ (the “**Term Certificates**”) are subject to mandatory redemption prior to maturity in part by lot, at a price equal to the principal amount thereof plus accrued interest to the date of redemption, on the dates and in the respective principal amounts shown below:

TERM CERTIFICATES MATURING

FEBRUARY 1, 20__

Mandatory Redemption Date	Redemption Amount (\$)
February 1, 20__	
February 1, 20__	
February 1, 20__	
February 1, 20__ (maturity)	

The principal amount of the Term Certificates required to be redeemed pursuant to the operation of such mandatory redemption requirements may be reduced, at the option of the City, by the principal amount of any such Term Certificates which, prior to the date of the mailing of notice of such mandatory redemption, (i) shall have been acquired by the City and delivered to the Paying Agent/Registrar for cancellation, (ii) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the City, or (iii) shall have been redeemed pursuant to the optional redemption provisions described in the preceding paragraph and not theretofore credited against a mandatory redemption requirement.

AT LEAST 30 DAYS prior to the date fixed for any redemption of Certificates of Obligation or portions thereof prior to maturity, a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid to the Registered Owner of each Certificate of Obligation to be redeemed at its address as it appeared on the Registration Books maintained by the Paying Agent/Registrar on the day such notice of redemption is mailed. Any notice of redemption so mailed shall be conclusively presumed to

have been duly given irrespective of whether received by the Registered Owner. The notice with respect to an optional redemption of Certificates of Obligation may state (1) that it is conditioned upon the deposit of moneys, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar no later than the redemption date, or (2) that the City retains the right to rescind such notice at any time prior to the scheduled redemption date if the City delivers a certificate of an authorized representative to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and optional redemption shall be of no effect if such moneys are not so deposited or if the notice is so rescinded. By the date fixed for any such redemption, due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Certificates of Obligation or portions thereof which are to be so redeemed. If such written notice of redemption is mailed (and not rescinded), and if due provision for such payment is made, all as provided above, the Certificates of Obligation or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Certificate of Obligation shall be redeemed a substitute Certificate of Obligation or Certificates of Obligation having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the Registered Owner, and in an aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon the surrender thereof for cancellation, at the expense of the City, all as provided in the Ordinance.

ALL CERTIFICATES OF OBLIGATION OF THIS SERIES are issuable solely as fully registered Certificates of Obligation, without interest coupons, in the denomination of any integral multiple of \$5,000. As provided in the Ordinance, this Certificate of Obligation, may, at the request of the Registered Owner or the assignee or assignees hereof, be assigned, transferred and exchanged for a like aggregate principal amount of fully registered Certificates of Obligation, without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of \$5,000 as requested in writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Certificate of Obligation to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Ordinance. Among other requirements for such assignment and transfer, this Certificate of Obligation must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Certificate of Obligation or any portion or portions hereof in any integral multiple of \$5,000 to the assignee or assignees in whose name or names this Certificate of Obligation or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Certificate of Obligation may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Certificate of Obligation or any portion or portions hereof from time to time by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for transferring and exchanging any Certificate of Obligation or portion thereof shall be

paid by the City, but any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer or exchange as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer or exchange during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date.

WHENEVER THE BENEFICIAL OWNERSHIP of this Certificate of Obligation is determined by a book entry at a securities depository for the Certificates of Obligation, the foregoing requirements of holding, delivering or transferring this Certificate of Obligation shall be modified to require the appropriate person or entity to meet the requirements of the securities depository as to registering or transferring the book entry to produce the same effect.

IN THE EVENT any Paying Agent/Registrar for the Certificates of Obligation is changed by the City, resigns, or otherwise ceases to act as such, the City has covenanted in the Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owners of the Certificates of Obligation.

IT IS HEREBY certified, recited, and covenanted that this Certificate of Obligation has been duly and validly authorized, issued, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance, and delivery of this Certificate of Obligation have been performed, existed, and been done in accordance with law; that this Certificate of Obligation is a general obligation of the City, issued on the full faith and credit thereof; and that ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Certificate of Obligation, as such interest comes due, and as such principal matures, have been levied and ordered to be levied against all taxable property in the City, and have been pledged for such payment, within the limits prescribed by law and that this Certificate of Obligation is additionally secured by a lien on and pledge of Surplus Revenues received by the City from the ownership and operation of the City's Municipal Waterworks and Sewer System, all as provided in the Ordinance authorizing the Certificates of Obligation.

THE CITY also has reserved the right to amend the Ordinance as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the registered owners of a majority in aggregate principal amount of the outstanding Certificates of Obligation.

BY BECOMING the Registered Owner of this Certificate of Obligation, the Registered Owner thereby acknowledges all of the terms and provisions of the Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the City, and agrees that the terms and provisions of this Certificate of Obligation and the Ordinance constitute a contract between each Registered Owner hereof and the City.

IN WITNESS WHEREOF, the City has caused this Certificate of Obligation to be signed with the manual or facsimile signature of the Mayor or Mayor Pro-Tem of the City, and countersigned with the manual or facsimile signature of the City Secretary of the City, and the official seal of the City has been duly impressed, or placed in facsimile, on this Certificate of Obligation.

Countersigned:

(facsimile signature)
City Secretary
City of Kennedale, Texas

(facsimile signature)
Mayor [Pro-Tem]
City of Kennedale, Texas

(CITY SEAL)

FORM OF REGISTRATION CERTIFICATE
OF THE COMPTROLLER OF PUBLIC ACCOUNTS:

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

I hereby certify that this Certificate of Obligation has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Certificate of Obligation has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this _____.

(COMPTROLLER'S SEAL)

Comptroller of Public Accounts
of the State of Texas

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

*(To be executed if this Certificate of Obligation is not accompanied by an executed
Registration Certificate of the Comptroller of Public Accounts of the State of Texas)*

It is hereby certified that this Certificate of Obligation has been issued under the provisions of the Ordinance described in the text of this Certificate of Obligation; and that this Certificate of Obligation has been issued in exchange for a certificate of obligation or certificates of obligation, or a portion of a certificate of obligation or certificates of obligation of a series which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated

BOKF, NA, DALLAS, TEXAS
Paying Agent/Registrar

By _____
Authorized Representative

FORM OF ASSIGNMENT:

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned Registered Owner of this Certificate of Obligation, or duly authorized representative or attorney thereof, hereby sells, assigns and transfers this Certificate of Obligation and all rights hereunder unto _____

/ _____/

(Assignee's Social Security or
Taxpayer Identification Number)

(Please print or typewrite Assignee's name and address,
including zip code)

and hereby irrevocably constitutes and appoints _____
attorney to transfer the registration of this Certificate of Obligation on the Paying
Agent/Registrar's Registration Books with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Certificate of Obligation in every particular, without alteration or enlargement or any change whatsoever.

INITIAL CERTIFICATE OF OBLIGATION INSERTIONS

The Initial Certificate of Obligation shall be in the form set forth above except that:

- (A) Immediately under the name of the Certificate of Obligation, the headings “INTEREST RATE” and “MATURITY DATE” shall be completed with the words “As shown below” and “CUSIP NO. _____” shall be deleted.
- (B) The first paragraph shall be deleted and the following shall be inserted:

“ON THE RESPECTIVE MATURITY DATES specified below, the **CITY OF KENNEDALE, TEXAS** (the “**City**”), being a political subdivision and home-rule municipality of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the “**Registered Owner**”), the respective Principal Installments specified below, and to pay interest thereon (calculated on the basis of a 360-day year composed of twelve 30-day months) from the date of initial delivery of this Certificate of Obligation, as shown on the records of the Paying Agent/Registrar (defined below), at the respective Interest Rates per annum specified below, payable on February 1, 2024, and semiannually on each February 1 and August 1 thereafter to the respective Maturity Dates specified below, or the date of redemption prior to maturity. The respective Maturity Dates, Principal Installments and Interest Rates for this Certificate of Obligation are set forth in the following schedule:

MATURITY DATE (FEBRUARY 1)	PRINCIPAL INSTALLMENT (\$)	INTEREST RATE (%)
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[Insert information from Sections 2 and 3 above]

- (C) The Initial Certificate of Obligation shall be numbered “T-1.”

SECTION 6. INTEREST AND SINKING FUND; TAX LEVY; SECURITY INTEREST.

(a) Interest and Sinking Fund; Tax Levy. A special Interest and Sinking Fund for the Certificates of Obligation (the “**Interest and Sinking Fund**”) is hereby created solely for the benefit of the Certificates of Obligation, and the Interest and Sinking Fund shall be established and maintained by the City at an official depository bank of the City. The Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the City, and shall be used only for paying the interest on and principal of the Certificates of Obligation. All ad valorem taxes levied and collected for and on account of the Certificates of Obligation shall be deposited,

as collected, to the credit of the Interest and Sinking Fund. During each year while any of the Certificates of Obligation or interest thereon are outstanding and unpaid, the City shall compute and ascertain a rate and amount of ad valorem tax which, together with "Surplus Revenues" with respect to the Certificates of Obligation (as described in Section 7 below) budgeted to pay principal and interest coming due during such fiscal year, will be sufficient to raise and produce the money required to pay the interest on the Certificates of Obligation as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of its Certificates of Obligation as such principal matures (but never less than 2% of the original principal amount of the Certificates of Obligation as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of the City, with full allowance being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in the City for each year while any of the Certificates of Obligation or interest thereon are outstanding and unpaid; and said tax shall be assessed and collected each such year and deposited to the credit of the respective Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Certificates of Obligation, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law.

(b) Security Interest. Chapter 1208, Texas Government Code, applies to the issuance of the Certificates of Obligation and the pledge of the ad valorem taxes and Surplus Revenues granted by the City under Section 6(a) and Section 7, respectively, of this Ordinance, and is therefore valid, effective, and perfected. If Texas law is amended at any time while the Certificates of Obligation are outstanding and unpaid such that the pledge of the ad valorem taxes or Surplus Revenues granted by the City under Section 6(a) and Section 7 of this Ordinance is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, then in order to preserve to the registered owners of the Certificates of Obligation the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code, and enable a filing to perfect the security interest in said pledge to occur.

SECTION 7. SURPLUS REVENUES. Pursuant to Section 271.052 of the Act and Chapter 1502, Texas Government Code, as amended, the Certificates of Obligation additionally shall be payable from and secured by surplus revenues derived by the City from the City's Municipal Waterworks and Sewer System remaining after (a) payment of all amounts constituting operation and maintenance expenses of said Municipal Waterworks and Sewer System, and (b) payment of all debt service, reserve, and other requirements and amounts required to be paid under all ordinances heretofore or hereafter authorizing (i) all bonds and (ii) all other obligations not on a parity with the Certificates of Obligation, which are payable from and secured by any Municipal Waterworks and Sewer System revenues, and (c) payment of all amounts payable from any Municipal Waterworks and Sewer System revenues pursuant to contracts heretofore or hereafter entered into by the City in accordance with law (the "**Surplus Revenues**"). If for any reason the City fails to deposit ad valorem taxes levied pursuant to Section 6 hereof to the credit of the Interest and Sinking Fund in an amount sufficient to pay, when due, the principal of and interest on the Certificates of Obligations, then Surplus Revenues may be deposited to the credit of the Interest

and Sinking Fund and used to pay such principal and/or interest. The City reserves, and shall have, the right to issue bonds and other obligations not on a parity with the Certificates of Obligation, and to enter into contracts, in accordance with applicable laws, to be payable from and secured by any Municipal Waterworks and Sewer System revenues.

SECTION 8. CONSTRUCTION FUND. There is hereby created and established in the depository of the City, a fund to be called the *City of Kennedale, Texas Combination Tax and Revenue Certificates of Obligation (Series 2023) Construction Fund* (herein called the “**Construction Fund**”). Proceeds from the sale and delivery of the Certificates of Obligation (other than proceeds representing accrued interest on the Certificates of Obligation, if any, and any premium on the Certificates of Obligation that is not used by the City to pay costs of issuance or costs related to the purpose for which the Certificates of Obligation have been issued in accordance with the provisions of Section 1201.042(d)(3) and (4), Texas Government Code, as amended, which shall be deposited in the Interest and Sinking Fund) shall be deposited in the Construction Fund. Money in the Construction Fund shall be subject to disbursements by the City for payment of all costs incurred in carrying out the purpose for which the Certificates of Obligation are issued, including but not limited to costs for construction, engineering, architecture, financing, financial consultants and legal services related to the projects being financed with proceeds of the Certificates of Obligation and the issuance of the Certificates of Obligation. All funds remaining on deposit in the Construction Fund upon completion of the projects being financed with the proceeds from the Certificates of Obligation, if any, shall be transferred to the Interest and Sinking Fund.

SECTION 9. INVESTMENTS. Funds on deposit in the Interest and Sinking Fund and the Construction Fund shall be secured by the depository bank of the City in the manner and to the extent required by law to secure other public funds of the City and may be invested from time to time in any investment authorized by applicable law, including but not limited to the Public Funds Investment Act (Chapter 2256, Texas Government Code), and the City’s investment policy adopted in accordance with the provisions of the Public Funds Investment Act; provided, however, that investments purchased for and held in the Interest and Sinking Fund shall have a final maturity no later than the next principal or interest payment date for which such funds are required, and investments purchased for and held in the Construction Fund shall have a final maturity of not later than the date the City reasonably expects the funds from such investments will be required to pay costs of the projects for which the Certificates of Obligation were issued. Income and profits from such investments shall be deposited in the respective Fund which holds such investments; however, any such income and profits from investments in the Construction Fund may be withdrawn by the City and deposited in the Interest and Sinking Fund to pay all or a portion of the interest next coming due on the Certificates of Obligation. It is further provided, however, that any interest earnings on Certificate of Obligation proceeds which are required to be rebated to the United States of America pursuant to Section 14 hereof in order to prevent the Certificates of Obligation from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

SECTION 10. EMPOWERED. The City Manager and the Director of Finance of the City are hereby ordered to do any and all things necessary to accomplish the transfer of monies to the Interest and Sinking Fund of this issue in ample time to pay such items of principal and interest.

SECTION 11. DEFEASANCE OF THE CERTIFICATES OF OBLIGATION.

(a) Defeasance. Any Certificate of Obligation and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a “**Defeased Certificate of Obligation**”) within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Certificate of Obligation, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the “**Future Escrow Agreement**”) for such payment (1) lawful money of the United States of America sufficient to make such payment and/or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the City with the Paying Agent/Registrar for the payment of its services until all Defeased Certificates of Obligation shall have become due and payable. Thereafter, the City will have no further responsibility with respect to amounts available to the Paying Agent/Registrar for the payment of such Defeased Certificate of Obligation, including any insufficiency therein caused by the failure of the escrow agent under such Future Escrow Agreement to receive payment when due on the Defeasance Securities. At such time as a Certificate of Obligation shall be deemed to be a Defeased Certificate of Obligation hereunder, as aforesaid, such Certificate of Obligation and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes or revenues herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem Defeased Certificates of Obligation that is made in conjunction with the payment arrangements specified in subsection (a)(i) or (ii) of this Section shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the City expressly reserves the right to call the Defeased Certificates of Obligation for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased Certificates of Obligation immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Investment of Funds in Defeasance Securities. Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the City be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Certificates of Obligation and interest thereon, with respect to which such money has been so deposited, shall be turned over to the City, or deposited as directed in writing by the City. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Certificates of Obligation may contain provisions permitting the

investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsection (a)(i) or (ii) of this Section. All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Certificates of Obligation, with respect to which such money has been so deposited, shall be remitted to the City or deposited as directed in writing by the City.

(c) Definition of Defeasance Securities. The term “*Defeasance Securities*” means (i) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date of the purchase thereof are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date on the date the governing body of the City adopts or approves the proceedings authorizing the financial arrangements are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (iv) any other then authorized securities or obligations under applicable state law that may be used to defease obligations such as the Certificates of Obligation.

(d) Duties of Paying Agent/Registrar. Until all Defeased Certificates of Obligation shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Certificates of Obligation the same as if they had not been defeased, and the City shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(e) Selection of Certificates of Obligation to be Defeased. In the event that the City elects to defease less than all of the principal amount of Certificates of Obligation of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Certificates of Obligation by such random method as it deems fair and appropriate.

SECTION 12. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED CERTIFICATES OF OBLIGATION.

(a) Replacement Certificates of Obligation. In the event any outstanding Certificate of Obligation is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new certificate of obligation of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Certificate of Obligation, in replacement for such Certificate of Obligation in the manner hereinafter provided.

(b) Application for Replacement Certificates of Obligation. Application for replacement of damaged, mutilated, lost, stolen, or destroyed Certificates of Obligation shall be made by the registered owner thereof to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Certificate of Obligation, the registered owner applying for a replacement

certificate of obligation shall furnish to the City and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Certificate of Obligation, the registered owner shall furnish to the City and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Certificate of Obligation, as the case may be. In every case of damage or mutilation of a Certificate of Obligation, the registered owner shall surrender to the Paying Agent/Registrar for cancellation the Certificate of Obligation so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Certificate of Obligation shall have matured, and no default has occurred which is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Certificate of Obligation, the City may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Certificate of Obligation) instead of issuing a replacement Certificate of Obligation, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Certificates of Obligation. Prior to the issuance of any replacement certificate of obligation, the Paying Agent/Registrar shall charge the registered owner of such Certificate of Obligation with all legal, printing, and other expenses in connection therewith. Every replacement certificate of obligation issued pursuant to the provisions of this Section by virtue of the fact that any Certificate of Obligation is lost, stolen, or destroyed shall constitute a contractual obligation of the City whether or not the lost, stolen, or destroyed Certificate of Obligation shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Certificates of Obligation duly issued under this Ordinance.

(e) Authority for Issuing Replacement Certificates of Obligation. In accordance with Chapter 1201, Texas Government Code, as amended, this Section of this Ordinance shall constitute authority for the issuance of any such replacement certificate of obligation without necessity of further action by the governing body of the City or any other body or person, and the duty of the replacement of such certificates of obligations is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Certificates of Obligation in the form and manner and with the effect, as provided in Section 4(a) of this Ordinance for Certificates of Obligation issued in exchange for other Certificates of Obligation.

SECTION 13. CUSTODY, APPROVAL, AND REGISTRATION OF THE CERTIFICATES OF OBLIGATION; BOND COUNSEL'S OPINION, BOND INSURANCE, AND CUSIP NUMBERS. The Mayor or Mayor Pro-Tem of the City is hereby authorized to have control of the Certificates of Obligation initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Certificates of Obligation pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Certificates of Obligation said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's

Registration Certificate attached to such Certificates of Obligation, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the City's Bond Counsel (with an appropriate certificate pertaining thereto executed by facsimile signature of the City Secretary of the City), a statement regarding the issuance of a municipal bond insurance policy to secure payment of debt service on the Certificates of Obligation, if any, and the assigned CUSIP numbers may, at the option of the City, be printed on the Certificates of Obligation issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the registered owners of the Certificates of Obligation.

SECTION 14. COVENANTS REGARDING TAX-EXEMPTION OF INTEREST ON THE CERTIFICATES OF OBLIGATION.

(a) Covenants. The City covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Certificates of Obligation as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "**Code**"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Certificates of Obligation or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds of the Certificates of Obligation or the projects financed therewith are so used, such amounts, whether or not received by the City, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Certificates of Obligation, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Certificates of Obligation or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Certificates of Obligation (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action which would otherwise result in the Certificates of Obligation being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Certificates of Obligation being “federally guaranteed” within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Certificates of Obligation, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Certificates of Obligation, other than investment property acquired with --

(A) proceeds of the Certificates of Obligation invested for a reasonable temporary period of three years or less or, in the case of a refunding bond, for a period of 90 days or less until such proceeds are needed for the purpose for which the Certificates of Obligation are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Certificates of Obligation;

(7) to otherwise restrict the use of the proceeds of the Certificates of Obligation or amounts treated as proceeds of the Certificates of Obligation, as may be necessary, so that the Certificates of Obligation do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage); and

(8) to refrain from using the proceeds of the Certificates of Obligation or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Certificates of Obligation in contravention of the requirements of section 149(d) of the Code (relating to advance refundings); and

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Certificates of Obligation) an amount that is at least equal to 90 percent of the “Excess Earnings,” within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Certificates of Obligation have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (9), a “**Rebate Fund**” is hereby established by the City for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the holders of the Certificates of Obligation. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The City understands that the term “proceeds” includes “disposition proceeds” as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Certificates of Obligation. It is the understanding of the City that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Certificates of Obligation, the City will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Certificates of Obligation under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Certificates of Obligation, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Certificates of Obligation under section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the Mayor, the City Manager and the Director of Finance of the City to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the City, which may be permitted by the Code as are consistent with the purpose for the issuance of the Certificates of Obligation.

(d) Allocation of, and Limitation on, Expenditures for the Projects. The City covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 1 of this Ordinance (collectively referred to in this Section as the “**Projects**”) on its books and records in accordance with the requirements of the Internal Revenue Code. The City recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Projects are completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the City recognizes that in order for proceeds to be expended under the Internal Revenue Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Certificates of Obligation, or (2) the date the Certificates of Obligation are retired. The City agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Certificates of Obligation. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Projects. The City covenants that the property constituting the Projects will not be sold or otherwise disposed in a transaction resulting in the receipt by the City of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Certificates of Obligation. For purpose of the foregoing, the City may rely on an opinion of nationally-recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Certificates of Obligation. For purposes of the foregoing, the portion of the property

comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(f) Written Procedures. Unless superseded by another action of the City, to ensure compliance with the covenants contained herein regarding private business use, remedial actions, arbitrage and rebate, the City Council hereby adopts and establishes the instructions attached hereto as *Exhibit B* as the City's written procedures.

(g) Reimbursement. This Ordinance is intended to satisfy the official intent requirements set forth in section 1.150-2 of the Treasury Regulations.

SECTION 15. CONTINUING DISCLOSURE UNDERTAKING.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"EMMA" means the Electronic Municipal Market Access system established and maintained by the MSRB.

"Financial Obligation" means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

(b) Annual Reports. The City shall provide annually to the MSRB through EMMA financial information and operating data with respect to the City of the general type included in the final Official Statement authorized by this Ordinance, being the information described in *Exhibit C* hereto. Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles described in *Exhibit C* hereto, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the City shall provide (1) unaudited financial statements for such fiscal year within such required time, and (2) audited financial statements for the applicable

fiscal year to the MSRB through EMMA when and if the audit report on such statements become available.

If the City changes its fiscal year, it will notify the MSRB through EMMA of the date of the new fiscal year end prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this paragraph (b).

The financial information and operating data to be provided pursuant to this paragraph (b) may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB through EMMA or filed with the SEC.

(c) Event Notices.

The City shall file notice of the following events with respect to the Certificates of Obligation to the MSRB through EMMA in a timely manner and not more than 10 business days after occurrence of the event:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Certificates of Obligation, or other material events affecting the tax status of the Certificates of Obligation;
7. Modifications to rights of the holders of the Certificates of Obligation, if material;
8. Certificate of Obligation calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Certificates of Obligation, if material;
11. Rating changes;

12. Bankruptcy, insolvency, receivership or similar event of the City;
13. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
15. Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph 12 is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the City in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City, and (b) the City intends the words used in the immediately preceding paragraphs 15 and 16 and the definition of Financial Obligation in this Section to have the same meanings as when they are used in the Rule, as provided by SEC Release No. 34-83885, dated August 20, 2018.

The City shall file notice with the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such subsection.

(d) Limitations, Disclaimers, and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an “obligated person” with respect to the Certificates of Obligation within the meaning of the Rule, except that the City in any event will give notice of any deposit made in accordance with Section 11 of this Ordinance that causes Certificates of Obligation no longer to be outstanding.

The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Certificates of Obligation, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates of Obligation at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OF OBLIGATION OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall comprise a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates of Obligation in the primary offering of the Certificates of Obligation in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Certificates of Obligation consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the holders and beneficial owners of the Certificates of Obligation. The City may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Certificates of Obligation in the primary offering of the Certificates of Obligation. If the City so amends the provisions of this Section, it

shall include with any amended financial information or operating data next provided in accordance with paragraph (b) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided.

(e) Format, Identifying Information, and Incorporation by Reference. All financial information, operating data, financial statements, and notices required by this Section to be provided to the MSRB shall be provided in an electronic format and be accompanied by identifying information prescribed by the MSRB.

Financial information and operating data to be provided pursuant to subsection (b) of this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document) available to the public on the MSRB's Internet Web site or filed with the SEC.

SECTION 16. SALE AND DELIVERY OF THE CERTIFICATES OF OBLIGATION. The Certificates of Obligation are hereby initially sold and shall be delivered to _____ (the "**Purchaser**") at a price of \$_____, which amount is equal to par value thereof, plus a [net] original issue premium of \$_____, and less Purchaser's discount of \$_____), and accrued interest to the date of delivery. \$_____ of such premium on the Certificates of Obligation shall be deposited into the Construction Fund to be used for the purposes for which the Certificates of Obligation are being issued and shall be counted against the amount noted in the Notice of Intention described in the sixth recital of this Ordinance; and \$_____ of such premium shall be used by the City to pay costs of issuance (including the Purchaser's discount described above) in accordance with the provisions of Section 1201.042(d), Texas Government Code, as amended. The City will deliver to the Purchaser an Initial Certificate in the aggregate principal amount of \$_____ payable in principal installments on the dates and in the principal amounts shown in Section 2 hereof, and bearing interest at the rates for each respective maturity as shown in Section 3 hereof. The Initial Certificate shall be registered in the name of _____. It is hereby officially found, determined, and declared that the Purchaser is the highest bidder for the Certificates of Obligation as a result of invitations for competitive bids. It is further officially found, determined, and declared that the Certificates of Obligation have been sold at public sale to the bidder offering the lowest interest cost, after receiving sealed bids pursuant to an Official Notice of Sale and Bidding Instructions and the Preliminary Official Statement, dated August 8, 2023, prepared and distributed in connection with the sale of the Certificates of Obligation. In satisfaction of Section 1201.022(a)(3), Texas Government Code, and upon consultation with the City's Financial Advisor, the City Council hereby determines that the final terms of the Certificates of Obligation as set forth in this Ordinance and resulting from the receipt of such competitive bids are in the City's best interest.

SECTION 17. APPROVAL OF OFFICIAL STATEMENT. The City hereby approves the form and content of the Official Statement relating to the Certificates of Obligation and any addenda, supplement, or amendment thereto, and approves the distribution of the Official Statement in the reoffering of the Certificates of Obligation by the Purchaser in final form, with such changes therein or additions thereto as the officer executing the same may deem advisable,

such determination to be conclusively evidenced by his execution thereof. The distribution and use of the Preliminary Official Statement for the Certificates of Obligation, dated August 8, 2023, prior to the date hereof is hereby ratified and confirmed. The City Council finds and determines that the Preliminary Official Statement and the Official Statement were and are “deemed final” as of each of their respective dates within the meaning, and for the purpose, of Rule 15c2-12 promulgated under authority granted by the Federal Securities and Exchange Act of 1934.

SECTION 18. AUTHORITY FOR OFFICERS TO EXECUTE DOCUMENTS AND APPROVE CHANGES. The Mayor, Mayor Pro-Tem, City Secretary, City Manager and the Director of Finance of the City shall be and they are hereby expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge, and deliver in the name and under the corporate seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Certificates of Obligation, the sale of the Certificates of Obligation, the Official Statement, and the Paying Agent/Registrar Agreement, and all actions related to the issuance of the Certificates of Obligation which have previously been taken by such officials are hereby ratified and approved. In addition, prior to the initial delivery of the Certificates of Obligation, the Mayor, Mayor Pro-Tem, City Secretary, City Manager, Director of Finance, City Attorney and Bond Counsel are hereby authorized and directed to approve any technical changes or correction to this Ordinance or to any of the instruments authorized and approved by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance and as described in the Official Statement, (ii) obtain a rating from any of the national bond rating agencies or satisfy any requirements of the provider of a municipal bond insurance policy, if any, or (iii) obtain the approval of the Certificates of Obligation by the Attorney General’s office. In case any officer whose signature shall appear on any Certificate of Obligation shall cease to be such officer before the delivery of such Certificate of Obligation, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery. The Director of Finance of the City is further authorized to pay to the Attorney General of Texas prior to the delivery of the Certificates of Obligation, for the Attorney General’s review of the transcript of proceedings related to the Certificates of Obligation, the amount required pursuant to Section 1202.004, Texas Government Code, as amended.

SECTION 19. ORDINANCE A CONTRACT; AMENDMENTS. This Ordinance shall constitute a contract with the Registered Owners of the Certificates of Obligation, binding on the City and its successors and assigns, and shall not be amended or repealed by the City as long as any Certificate of Obligation remains outstanding except as permitted in this Section. The City may, without the consent of or notice to any Registered Owners, amend, change, or modify this Ordinance as may be required (i) by the provisions hereof, (ii) for the purpose of curing any ambiguity, inconsistency, or formal defect or omission herein, or (iii) in connection with any other change which is not to the prejudice of the Registered Owners. The City may, with the written consent of the Registered Owners of a majority in aggregate principal amount of the Certificates of Obligation then outstanding affected thereby, amend, change, modify, or rescind any provisions of this Ordinance; provided that without the consent of all of the Registered Owners affected, no such amendment, change, modification, or rescission shall (i) extend the time or times of payment

of the principal of and interest on the Certificates of Obligation, reduce the principal amount thereof or the rate of interest thereon, (ii) give any preference to any Certificate of Obligation over any other Certificate of Obligation, (iii) extend any waiver of default to subsequent defaults, or (iv) reduce the aggregate principal amount of Certificates of Obligation required for consent to any such amendment, change, modification, or rescission. Whenever the City shall desire to make any amendment or addition to or rescission of this Ordinance requiring consent of the Registered Owners, the City shall cause notice of the amendment, addition, or rescission to be sent by first class mail, postage prepaid, to the Registered Owners at the respective addresses shown on the Registration Books. Whenever at any time within one year after the date of the giving of such notice, the City shall receive an instrument or instruments in writing executed by the Registered Owners of a majority in aggregate principal amount of the Certificates of Obligation then outstanding affected by any such amendment, addition, or rescission requiring the consent of the Registered Owners, which instrument or instruments shall refer to the proposed amendment, addition, or rescission described in such notice and shall specifically consent to and approve the adoption thereof in substantially the form of the copy thereof referred to in such notice, thereupon, but not otherwise, the City may adopt such amendment, addition, or rescission in substantially such form, except as herein provided. No Registered Owner may thereafter object to the adoption of such amendment, addition, or rescission, or to any of the provisions thereof, and such amendment, addition, or rescission shall be fully effective for all purposes.

SECTION 20. REMEDIES IN EVENT OF DEFAULT. In addition to all the rights and remedies provided by the laws of the State of Texas, it is specifically covenanted and agreed particularly that in the event the City (i) defaults in the payment of the principal, premium, if any, or interest on the Certificates of Obligation, (ii) defaults in the deposits and credits required to be made to the Interest and Sinking Fund, or (iii) defaults in the observance or performance of any other of the covenants, conditions or obligations set forth in this Ordinance and the continuation thereof for 30 days after the City has received written notice of such defaults, the Holders of any of the Certificates of Obligation shall be entitled to seek a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the governing body of the City and other officers of the City to observe and perform any covenant, condition or obligation prescribed in this Ordinance.

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. The specific remedy herein provided shall be cumulative of all other existing remedies, and the specification of such remedy shall not be deemed to be exclusive.

SECTION 21. INTERESTED PARTIES. Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the City, the Purchaser and the registered owners of the Certificates of Obligation, any right, remedy or claim under or by reason of this Ordinance or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Ordinance contained by and on behalf of the City shall be for the sole and exclusive benefit of the City, the Purchaser and the registered owners of the Certificates of Obligation.

SECTION 22. INCORPORATION OF RECITALS. The City hereby finds that the statements set forth in the recitals of this Ordinance are true and correct, and the City hereby incorporates such recitals as a part of this Ordinance.

SECTION 23. SEVERABILITY. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 24. EFFECTIVE DATE. Pursuant to the provisions of Section 1201.028, Texas Government Code, this Ordinance shall become effective immediately after its adoption by the City Council.

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PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF KENNEDALE, TEXAS AT A REGULAR MEETING ON AUGUST 15, 2023 AT WHICH MEETING A QUORUM WAS PRESENT.

Mayor, City of Kennedale, Texas

ATTEST:

City Secretary, City of Kennedale, Texas

(City Seal)

** ** ** ** **

EXHIBIT A

FORM OF PAYING AGENT/REGISTRAR AGREEMENT

THE PAYING AGENT/REGISTRAR AGREEMENT IS OMITTED AT THIS POINT
AS IT APPEARS IN EXECUTED FORM ELSEWHERE IN THIS TRANSCRIPT.

EXHIBIT B

WRITTEN PROCEDURES RELATING TO CONTINUING COMPLIANCE WITH FEDERAL TAX COVENANTS

A. Arbitrage. With respect to the investment and expenditure of the proceeds of the Certificates, the City's chief financial officer (the "**Responsible Person**"), which is currently the Director of Finance will:

- (i) instruct the appropriate person or persons that the construction, renovation or acquisition of the facilities financed with the Certificates must proceed with due diligence and that binding contracts for the expenditure of at least 5% of the proceeds of the Certificates will be entered into within six (6) months of the date of delivery of the Certificates (the "**Issue Date**");
- (ii) monitor that at least 85% of the proceeds of the Certificates to be used for the construction, renovation or acquisition of any facilities are expended within three (3) years of the Issue Date;
- (iii) restrict the yield of the investments to the yield on the Certificates after three (3) years of the Issue Date;
- (iv) monitor all amounts deposited into a sinking fund or funds (e.g., the Interest and Sinking Fund), to assure that the maximum amount invested at a yield higher than the yield on the Certificates does not exceed an amount equal to the debt service on the Certificates in the succeeding 12 month period plus a carryover amount equal to one-twelfth of the principal and interest payable on the Certificates for the immediately preceding 12-month period;
- (v) ensure that no more than 50% of the proceeds of the Certificates are invested in an investment with a guaranteed yield for four years or more;
- (vi) maintain any official action of the City (such as a reimbursement resolution) stating its intent to reimburse with the proceeds of the Certificates any amount expended prior to the Issue Date for the acquisition, renovation or construction of the facilities;
- (vii) ensure that the applicable information return (e.g., IRS Form 8038-G, 8038-GC, or any successor forms) is timely filed with the IRS; and
- (viii) assure that, unless excepted from rebate and yield restriction under section 148(f) of the Code, excess investment earnings are computed and paid to the U.S. government at such time and in such manner as directed by the IRS (A) at least every 5 years after the Issue Date and (B) within 30 days after the date the Certificates are retired.

B. Private Business Use. With respect to the use of the facilities financed or refinanced with the proceeds of the Certificates the Responsible Person will:

- (i) monitor the date on which the facilities are substantially complete and available to be used for the purpose intended;
- (ii) monitor whether, at any time the Certificates are outstanding, any person, other than the City, the employees of the City, the agents of the City or members of the general public has any contractual right (such as a lease, purchase, management or other service agreement) with respect to any portion of the facilities;
- (iii) monitor whether, at any time the Certificates are outstanding, any person, other than the City, the employees of the City, the agents of the City or members of the general public has a right to use the output of the facilities (e.g., water, gas, electricity);
- (iv) monitor whether, at any time the Certificates are outstanding, any person, other than the City, the employees of the City, the agents of the City or members of the general public has a right to use the facilities to conduct or to direct the conduct of research;
- (v) determine whether, at any time the Certificates are outstanding, any person, other than the City, has a naming right for the facilities or any other contractual right granting an intangible benefit;
- (vi) determine whether, at any time the Certificates are outstanding, the facilities are sold or otherwise disposed of; and
- (vii) take such action as is necessary to remediate any failure to maintain compliance with the covenants contained in the Ordinance related to the public use of the facilities.

C. Record Retention. The Responsible Person will maintain or cause to be maintained all records relating to the investment and expenditure of the proceeds of the Certificates and the use of the facilities financed or refinanced thereby for a period ending three (3) years after the complete extinguishment of the Certificates. If any portion of the Certificates is refunded with the proceeds of another series of tax-exempt obligations, such records shall be maintained until the three (3) years after the refunding obligations are completely extinguished. Such records can be maintained in paper or electronic format.

D. Responsible Person. The Responsible Person shall receive appropriate training regarding the City's accounting system, contract intake system, facilities management and other systems necessary to track the investment and expenditure of the proceeds and the use of the facilities financed or refinanced with the proceeds of the Certificates. The foregoing notwithstanding, the Responsible Person is authorized and instructed to retain such experienced advisors and agents as may be necessary to carry out the purposes of these instructions.

EXHIBIT C

DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

The following information is referred to in Section 15 of this Ordinance.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the City to be provided annually in accordance with such Section are as specified (and included in the Appendix or under the headings of the Official Statement referred to) below:

1. Within six months after the end of any fiscal year, commencing with the fiscal year ending in 2023, all quantitative financial information and operating data with respect to the City of the general type included in the Official Statement in Table 1, and under Tables 1 through 14 of Appendix A.

2. Within six months after the end of any fiscal year, commencing with the fiscal year ending in 2023, the annual audited financial statements of the City or the unaudited financial statements of the City in the event audited financial statements are not completed within twelve months after the end of any fiscal year.

Accounting Principles

The accounting principles referred to in such Section are the accounting principles described in the notes to the financial statements referred to in paragraph 2 above.

PAYING AGENT/REGISTRAR AGREEMENT

THIS PAYING AGENT/REGISTRAR AGREEMENT, dated as of August 15, 2023 (this “**Agreement**”), by and between the **CITY OF KENNEDALE, TEXAS** (the “**Issuer**”), and **BOKF, NA**, Dallas, Texas (the “**Bank**”), a national bank duly organized and operating under the laws of the United States of America.

RECITALS

WHEREAS, the Issuer has duly authorized and provided for the issuance of its **CITY OF KENNEDALE, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2023** (the “**Securities**”) in the aggregate principal amount of \$____, such Securities to be issued in fully registered form only as to the payment of principal and interest thereon; and

WHEREAS, the Securities are expected to be delivered to the initial purchaser thereof or about on or about September 13, 2023; and

WHEREAS, the Issuer has selected the Bank to serve as Paying Agent/Registrar in connection with the payment of the principal of, premium, if any, and interest on said Securities and with respect to the registration, transfer and exchange thereof by the registered owners thereof; and

WHEREAS, the Bank has agreed to serve in such capacities for and on behalf of the Issuer and has full power and authority to perform and serve as Paying Agent/Registrar for the Securities;

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE

APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

Section 1.01. Appointment.

The Issuer hereby appoints the Bank to serve as Paying Agent with respect to the Securities. As Paying Agent for the Securities, the Bank shall be responsible for paying on behalf of the Issuer the principal, premium (if any), and interest on the Securities as the same become due and payable to the registered owners thereof, all in accordance with this Agreement and the “Resolution” (hereinafter defined).

The Issuer hereby appoints the Bank as Registrar with respect to the Securities. As Registrar for the Securities, the Bank shall keep and maintain for and on behalf of the Issuer books and records as to the ownership of said Securities and with respect to the transfer and exchange thereof as provided herein and in the “Resolution.”

The Bank hereby accepts its appointment, and agrees to serve as the Paying Agent and Registrar for the Securities.

Section 1.02. Compensation.

As compensation for the Bank's services as Paying Agent/Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in Schedule A attached hereto for the first year of this Agreement and thereafter the fees and amounts set forth in the Bank's current fee schedule then in effect for services as Paying Agent/Registrar for municipalities, which shall be supplied to the Issuer on or before 90 days prior to the close of the Fiscal Year of the Issuer, and shall be effective upon the first day of the following Fiscal Year. The Issuer and the Bank agree that in no event shall the aggregate fees paid to the Bank under this Agreement exceed \$100,000; therefore, this Agreement has a "value" to the Bank of less than \$100,000 for purposes of Sections 2271.002 and 2274.002, Texas Government Code.

In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements and advances incurred or made by the Bank in accordance with any of the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

ARTICLE TWO

DEFINITIONS

Section 2.01. Definitions.

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

"Bank Office" means the principal corporate trust office of the Bank as indicated in Section 6.03 hereof. The Bank will notify the Issuer in writing of any change in location of the Bank Office.

"Fiscal Year" means the fiscal year of the Issuer, ending September 30.

"Holder" and **"Security Holder"** each means the Person in whose name a Security is registered in the Security Register.

"Legal Holiday" means a day on which the Bank is required or authorized to be closed.

"Ordinance" means the resolutions, orders or ordinances of the governing body of the Issuer pursuant to which the Securities are issued, certified by the Secretary or any other officer of the Issuer and delivered to the Bank, together with any pricing certificate executed pursuant thereto.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government.

“Predecessor Securities” of any particular Security means every previous Security evidencing all or a portion of the same obligation as that evidenced by such particular Security (and, for the purposes of this definition, any mutilated, lost, destroyed, or stolen Security for which a replacement Security has been registered and delivered in lieu thereof pursuant to Section 4.06 hereof and the Resolution).

“Record Date” means the fifteenth day of the month next preceding payment.

“Redemption Date” when used with respect to any Bond to be redeemed means the date fixed for such redemption pursuant to the terms of the Resolution.

“Responsible Officer” when used with respect to the Bank means the Chairman or Vice-Chairman of the Board of Directors, the Chairman or Vice-Chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust Officer or Assistant Trust Officer, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

“Security Register” means a register maintained by the Bank on behalf of the Issuer providing for the registration and transfer of the Securities.

“Stated Maturity” means the date specified in the Resolution the principal of a Security is scheduled to be due and payable.

Section 2.02. Other Definitions.

The terms “Bank,” “Issuer” and “Securities (Security)” have the meanings assigned to them in the recital paragraphs of this Agreement.

The term “Paying Agent/Registrar” refers to the Bank in the performance of the duties and functions of this Agreement.

ARTICLE THREE

PAYING AGENT

Section 3.01. Duties of Paying Agent.

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the principal of each Security at its Stated Maturity, or Redemption Date to the Holder upon surrender of the Security to the Bank at the Bank Office.

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the interest on each

Security when due, by computing the amount of interest to be paid each Holder and preparing and sending checks by United States Mail, first class postage prepaid, on each payment date, to the Holders of the Securities (or their Predecessor Securities) on the respective Record Date, to the address appearing on the Security Register or by such other method, acceptable to the Bank, requested in writing by the Holder at the Holder's risk and expense.

Section 3.02. Payment Dates.

The Issuer hereby instructs the Bank to pay the principal of and interest on the Securities on the dates specified in the Resolution.

Section 3.03. Special Payment Provisions.

Notwithstanding the provisions of Sections 3.01 and 3.02 hereof, so long as the Holder of the Securities is the United States of America, the payment of principal of and interest on the Securities shall be made in accordance with the special provisions of the Resolution relating thereto.

ARTICLE FOUR

REGISTRAR

Section 4.01. Security Register - Transfers and Exchanges.

The Bank agrees to keep and maintain for and on behalf of the Issuer at the Bank Office books and records (herein sometimes referred to as the "Security Register") and, if the Bank Office is located outside the State of Texas, a copy of such books and records shall be kept in the State of Texas, for recording the names and addresses of the Holders of the Securities, the transfer, exchange and replacement of the Securities and the payment of the principal of and interest on the Securities to the Holders and containing such other information as may be reasonably required by the Issuer and subject to such reasonable regulations as the Issuer and the Bank may prescribe. All transfers, exchanges and replacement of Securities shall be noted in the Security Register.

Every Security surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the National Association of Securities Dealers, in form satisfactory to the Bank, duly executed by the Holder thereof or his agent duly authorized in writing.

The Bank may request any supporting documentation it feels necessary to effect a re-registration, transfer or exchange of the Securities.

To the extent possible and under reasonable circumstances, the Bank agrees that, in relation to an exchange or transfer of Securities, the exchange or transfer by the Holders thereof will be completed and new Securities delivered to the Holder or the assignee of the Holder in not more than three (3) business days after the receipt of the Securities to be canceled in an exchange or transfer and the written instrument of transfer or request for exchange duly executed by the Holder,

or his duly authorized agent, in form and manner satisfactory to the Paying Agent/Registrar.

Section 4.02. Certificates.

At any time that the Securities are not subject to a book-entry-only system of registration and transfer, the Issuer shall provide an adequate inventory of printed Securities to facilitate transfers or exchanges thereof. The Bank covenants that the inventory of printed Securities will be kept in safekeeping pending their use, and reasonable care will be exercised by the Bank in maintaining such Securities in safekeeping, which shall be not less than the care maintained by the Bank for debt securities of other political subdivisions or corporations for which it serves as registrar, or that is maintained for its own securities.

Section 4.03. Form of Security Register.

The Bank, as Registrar, will maintain the Security Register relating to the registration, payment, transfer and exchange of the Securities in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Security Register in any form other than those that the Bank has currently available and currently utilizes at the time.

The Security Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

Section 4.04. List of Security Holders.

The Bank will provide the Issuer at any time requested by the Issuer, upon payment of the required fee, a copy of the information contained in the Security Register. The Issuer may also inspect the information contained in the Security Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

The Bank will not release or disclose the contents of the Security Register to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a court order or as otherwise required by law. Upon receipt of a court order and prior to the release or disclosure of the contents of the Security Register, the Bank will notify the Issuer so that the Issuer may contest the court order or such release or disclosure of the contents of the Security Register.

Section 4.05. Cancellation of Certificates.

All certificates surrendered to the Bank, at the designated Payment/Transfer Office, for payment, redemption, transfer or replacement, shall be promptly canceled by the Bank. The Bank will provide to the Issuer, at reasonable intervals determined by it, a certificate evidencing the destruction of canceled certificates.

Section 4.06. Mutilated, Destroyed, Lost or Stolen Securities.

The Issuer hereby instructs the Bank, subject to the applicable provisions of the Resolution, to deliver and issue Securities in exchange for or in lieu of mutilated, destroyed, lost or stolen Securities as long as the same does not result in an over-issuance.

In case any Security shall be mutilated, or destroyed, lost or stolen, the Bank, in its discretion, may execute and deliver a replacement Security of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Security, or in lieu of and in substitution for such destroyed lost or stolen Security, only after (i) the filing by the Holder thereof with the Bank of evidence satisfactory to the Bank of the destruction, loss or theft of such Security, and of the authenticity of the ownership thereof and (ii) the furnishing to the Bank of indemnification in an amount satisfactory to hold the Issuer and the Bank harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Security shall be borne by the Holder of the Security mutilated, or destroyed, lost or stolen.

Section 4.07. Transaction Information to Issuer.

The Bank will, within a reasonable time after receipt of written request from the Issuer, furnish the Issuer information as to the Securities it has paid pursuant to Section 3.01, Securities it has delivered upon the transfer or exchange of any Securities pursuant to Section 4.01, and Securities it has delivered in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities pursuant to Section 4.06.

Section 4.08. Reporting Requirements.

To the extent required by the Internal Revenue Code of 1986, as amended, and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto, the Bank shall report or assure that a report is made to the Holder and the Internal Revenue Service the amount of interest paid or the amount treated as interest accrued on the Security which is required to be reported by a Holder on its returns of federal income tax.

ARTICLE FIVE

THE BANK

Section 5.01. Duties of Bank.

The Bank undertakes to perform the duties set forth herein and agrees to use reasonable care in the performance thereof.

The Bank is also authorized to transfer funds relating to the closing and initial delivery of the Securities in the manner disclosed in the closing memorandum as prepared by the Issuer's financial advisor, bond counsel, or other agent. The Bank may act on a facsimile or email transmission of the closing memorandum acknowledged by the financial advisor, bond counsel, or the Issuer as the final closing memorandum. The Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

Section 5.02. Reliance on Documents, Etc.

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank.

(b) The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Bank was negligent in ascertaining the pertinent facts.

(c) No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

(d) The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality of the foregoing statement, the Bank need not examine the ownership of any Securities, but is protected in acting upon receipt of Securities containing an endorsement or instruction of transfer or power of transfer executed in accordance with Section 4.01 hereof, which appears on its face to be signed by the Holder or an agent of the Holder. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document supplied by Issuer.

(e) The Bank may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Bank.

Section 5.03. Recitals of Issuer.

The recitals contained herein with respect to the Issuer and in the Securities shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

The Bank shall in no event be liable to the Issuer, any Holder or Holders of any Security, or any other Person for any amount due on any Security from its own funds.

Section 5.04. May Hold Securities.

The Bank, in its individual or any other capacity, may become the owner or pledgee of Securities and may otherwise deal with the Issuer with the same rights it would have if it were not the Paying Agent/Registrar, or any other agent.

Section 5.05. Moneys Held by Bank.

The Bank shall deposit any moneys received from the Issuer into a trust account to be held in a agent capacity for the payment of the Securities, with such moneys in the account that exceed the deposit insurance available to the Issuer by the Federal Deposit Insurance Corporation, to be fully collateralized with securities or obligations that are eligible under the laws of the State of Texas to secure and be pledged as collateral for trust accounts until the principal and interest on such securities have been presented for payment and paid to the owner thereof. Payments made from such trust account shall be made by check drawn on such trust account unless the owner of such Securities shall, at its own expense and risk, request such other medium of payment.

Subject to the Unclaimed Property Law of the State of Texas, any money deposited with the Bank for the payment of the principal, premium (if any), or interest on any Security and remaining unclaimed for three years after the final maturity of the Security has become due and payable will be paid by the Bank to the Issuer if the Issuer so elects, and the Holder of such Security shall hereafter look only to the Issuer for payment thereof, and all liability of the Bank with respect to such monies shall thereupon cease. If the Issuer does not elect, the Bank is directed to report and dispose of the funds in compliance with Title Six of the Texas Property Code, as amended.

Section 5.06. Indemnification.

To the extent permitted by law, the Issuer agrees to indemnify the Bank, its directors, officers and employees, and hold it harmless against, any loss, liability or expense incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement.

Section 5.07. Interpleader.

The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in either a Federal or State District Court located in the State and County where the administrative offices of the Issuer are located, and agree that service of process by certified or registered mail, return receipt requested, to the address referred to in Section 6.03 of this Agreement shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction in the State of Texas to determine the rights of any Person claiming any interest herein.

Section 5.08. Reporting Requirements.

To the extent required by the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the Bank shall report to the Holders and the Internal Revenue Service (i) the amount of “reportable payments”, if any, subject to backup withholding during each year and the amount of tax withheld, if any, with respect to payments of the Securities, and (ii) the amount of interest or amount treated as interest on the Securities and required to be included in the gross income of the Holder thereof.

SECTION 5.09. Certificate of Interested Parties Form 1295. The Bank represents and warrants that it is exempt from the requirements of Section 2252.908 of the Texas Government Code, as amended, pursuant to subsection (c)(4) thereof, and, accordingly, the Bank is not required to file a Certificate of Interested Parties Form 1295 otherwise prescribed thereunder.

SECTION 5.10. Representations Regarding Not Boycotting Israel. The Bank hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Bank understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Bank and exists to make a profit.

SECTION 5.11. Not a Listed Company. The Bank Agent represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer’s internet website:

<https://comptroller.texas.gov/purchasing/docs/sudanlist.pdf>;
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>; or
<https://comptroller.texas.gov/purchasing/docs/ftolist.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Bank and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Bank understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with the Bank and exists to make a profit.

ARTICLE SIX

MISCELLANEOUS PROVISIONS

Section 6.01. Amendment.

This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 6.02. Assignment.

This Agreement may not be assigned by either party without the prior written consent of the other.

Section 6.03. Notices.

Any request, demand, authorization, direction, notice, consent, waiver or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses set forth below:

Issuer: City of Kennedale, Texas
405 Municipal Drive
Kennedale, Texas 76060

Bank: BOKF, NA
5956 Sherry Lane, Suite 1201
Dallas, Texas 75225

Section 6.04. Effect of Headings.

The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 6.05. Successors and Assigns.

All covenants and agreements herein by the Issuer shall bind its successors and assigns, whether so expressed or not.

Section 6.06. Severability.

In case any provision herein shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 6.07. Benefits of Agreement.

Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

Section 6.08. Entire Agreement.

This Agreement and the Resolution constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar and if any conflict exists between this Agreement and the Resolution, the Resolution shall govern.

Section 6.09. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 6.10. Termination.

This Agreement will terminate (i) on the date of final payment of the principal of and interest on the Securities to the Holders thereof or (ii) may be earlier terminated by either party upon sixty (60) days written notice; provided, however, an early termination of this Agreement by either party shall not be effective until (a) a successor Paying Agent/Registrar has been appointed by the Issuer and such appointment accepted and (b) notice has been given to the Holders of the Securities of the appointment of a successor Paying Agent/Registrar. Furthermore, the Bank and Issuer mutually agree that the effective date of an early termination of this Agreement shall not occur at any time which would disrupt, delay or otherwise adversely affect the payment of the Securities.

The resigning Paying Agent/Registrar may petition any court of competent jurisdiction for the appointment of a successor Paying Agent/Registrar if an instrument of acceptance by a successor Paying Agent/Registrar has not been delivered to the resigning Paying Agent/Registrar within sixty (60) days after the giving of such notice of resignation.

Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Security Register (or a copy thereof), together with other pertinent books and records relating to the Securities, to the successor Paying Agent/Registrar designated and appointed by the Issuer.

The provisions of Section 1.02 and of Article Five shall survive and remain in full force and effect following the termination of this Agreement.

Section 6.11. Governing Law.

This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

(Execution Page Follows)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF KENNEDALE, TEXAS

By: _____
Mayor

BOKF, NA

By: _____
Title: _____

SCHEDULE A

Paying Agent/Registrar Fee Schedule

\$ _____
CITY OF KENNEDALE, TEXAS
COMBINATION TAX AND REVENUE
CERTIFICATES OF OBLIGATION, SERIES 2023

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CERTIFICATE FOR ORDINANCE

**THE STATE OF TEXAS
COUNTY OF TARRANT
CITY OF KENNEDALE**

**§
§
§**

I, the undersigned City Secretary of the **CITY OF KENNEDALE, TEXAS** (the "**City**"), hereby certify as follows:

1. The City Council of the City (the "**City Council**") convened in Regular Meeting on August 15, 2023, at the designated meeting place (the "**Meeting**"), and the roll was called of the duly constituted officers and members of the City Council, to wit:

Jan Joplin, Mayor
Rockie Gilley, Councilmember Place 1
Brad Horton, Councilmember, Place 2
Kenneth Michels, Councilmember, Place 3
Vacant, Councilmember, Place 4
Jeff Nevarez, Councilmember, Place 5

and all of the officers and members of the City Council were present, except the following absentees: _____

_____, thus constituting a quorum. Whereupon, among other business, the following was transacted at the Meeting: a written Ordinance No. _____ entitled

ORDINANCE AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF \$_____ IN AGGREGATE PRINCIPAL AMOUNT OF "CITY OF KENNEDALE, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2023"; SECURING THE PAYMENT THEREOF BY AUTHORIZING THE LEVY OF AN ANNUAL AD VALOREM TAX AND A PLEDGE OF CERTAIN SURPLUS REVENUES OF THE CITY'S MUNICIPAL WATERWORKS AND SEWER SYSTEM; AND APPROVING AND AUTHORIZING THE EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT, AN OFFICIAL STATEMENT AND ALL OTHER INSTRUMENTS AND PROCEDURES RELATED THERETO

the "**Ordinance**") was duly introduced for the consideration of the City Council. It was then duly moved and seconded that the Ordinance be adopted; and, after due discussion, said motion carrying with it the adoption of the Ordinance, prevailed and carried by the following vote:

AYES: _____ NOES: _____ ABSTENTIONS: _____

2. A true, full and correct copy of the Ordinance adopted at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; the Ordinance has been duly recorded in the City Council's minutes of the Meeting; the above and foregoing paragraph is a true, full and correct excerpt from the City Council's minutes of the Meeting

pertaining to the passage of the Ordinance; the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the City Council as indicated therein; each of the officers and members of the City Council was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the Meeting, and that the Ordinance would be introduced and considered for passage at the Meeting, and each of said officers and members consented, in advance, to the holding of the Meeting for such purpose; and the Meeting was open to the public and public notice of the time, place and purpose of the Meeting was given, all as required by Chapter 551, Texas Government Code.

SIGNED AND SEALED the 15th day of August, 2023.

City Secretary
City of Kennedale, Texas

(SEAL)

GENERAL CERTIFICATE

THE STATE OF TEXAS
COUNTY OF TARRANT
CITY OF KENNEDALE

§
§
§

We, the undersigned, hereby officially certify that we are the Mayor and City Secretary, respectively, of the **CITY OF KENNEDALE, TEXAS** (the "**City**"), and we further certify as follows:

1. This Certificate is given for the benefit of the Attorney General of the State of Texas and all parties interested in the **CITY OF KENNEDALE, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2023** (the "**Certificates**"), dated as of August 1, 2023, and authorized by an ordinance passed by the City Council of the City on August 15, 2023 (the "**Ordinance**").

2. The City is a duly incorporated Home Rule City, having more than 5,000 inhabitants, operating and existing under the Constitution and laws of the State of Texas and the duly adopted Home Rule Charter of the City, which Charter has not been changed or amended since the passage of the ordinance authorizing the issuance of the most recently dated, issued and outstanding obligations of the City.

3. No litigation of any nature has ever been filed pertaining to, affecting or contesting: (a) the issuance, delivery, payment, security or validity of the proposed Certificates; (b) the authority of the officers of the City to issue, execute and deliver the Certificates; or (c) the validity of the corporate existence, the current Tax Rolls, or the Charter of the City; and no litigation is pending pertaining to, affecting or contesting the boundaries of the City.

4. The currently effective ad valorem tax appraisal roll of the City (the "**Tax Roll**") is the Tax Roll prepared and approved during the calendar year 2023, being the most recently approved Tax Roll of the City; that the taxable property in the City has been appraised, assessed, and valued as required and provided by the Texas Constitution and Property Tax Code (collectively, "**Texas law**"); that the Tax Roll for said year has been submitted to the City Council of the City as required by Texas law, and has been approved and recorded by the City Council; and according to the Tax Roll for said year the net aggregate taxable value of taxable property in the City (after deducting the amount of all applicable exemptions required or authorized under Texas law), upon which the annual ad valorem tax of the City has been or will be imposed and levied, is \$1,147,327,551.

5. Attached hereto as Exhibit A is a true, full and correct schedule and statement of the aforesaid proposed Certificates, and all presently outstanding tax indebtedness of the City, and attached hereto as Exhibit B is a combined debt service schedule for all outstanding tax indebtedness of the City (including the aforesaid proposed Certificates).

6. Revenues of the City's Municipal Waterworks and Sewer System have not been encumbered other than in connection with the proposed Certificates and the other series of outstanding certificates of obligation described in Exhibit A attached hereto.

7. The City is not in default as to any covenant, condition, or obligation in connection with any of the outstanding obligations described in Exhibit A.

8. Attached hereto as Exhibit C is a true, full and correct schedule and statement of the income and expenses of the City's Municipal Waterworks and Sewer System for the past three fiscal years (year ending September 30). Attached hereto as Exhibit D is a true, full and correct schedule of the current rates and charges of the City's Municipal Waterworks and Sewer System.

10. The following persons are the duly elected members of the City Council of the City as of the date hereof:

Jan Joplin, Mayor
Rockie Gilley, Councilmember Place 1
Brad Horton, Councilmember, Place 2
Kenneth Michels, Councilmember, Place 3
Vacant, Councilmember, Place 4
Jeff Nevarez, Councilmember, Place 5

11. The following persons are the duly appointed City Manager, City Secretary and Finance Director of the City as of the date hereof:

City Manager	Darrell Hull
Director of Finance	Jon Horton
City Secretary	Raeanne Byington

12. In accordance with Texas Local Government Code § 271.049(a)(2), the City posted the Notice of Intention, attached hereto as Exhibit E, continuously on the City's website beginning at least 45 days before, and continuing through, the date of passage of the Ordinance.

13. The City received all required disclosure filings under Section 2252.908, Texas Government Code, in connection with the authorization and issuance of the Certificates and has notified, or will timely notify, the Texas Ethics Commission of its receipt of such filings by acknowledging such filings in accordance with the provisions of Section 2252.908, Texas Government Code, and 1 Tex. Admin. Code § 46.5(c).

14. As of the date hereof, the City has not received a petition, signed by at least five percent of its qualified voters, protesting the issuance of the Certificates.

15. The purposes for which the Certificates are being issued have not failed in a bond election within the past three years.

[The remainder of this page intentionally left blank]

EXECUTED THIS 15th day of August, 2023.

Mayor
City of Kennedale, Texas

City Secretary
City of Kennedale, Texas

EXHIBIT A

SCHEDULE OF ALL OUTSTANDING GENERAL OBLIGATION INDEBTEDNESS OF THE CITY OF KENNEDALE, TEXAS

THE PROPOSED CERTIFICATES:

COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2023, dated August 1, 2023, to be outstanding in the aggregate principal amount of \$____, bearing interest and maturing as set forth in the Ordinance authorizing such Certificates.

ALL PRESENTLY OUTSTANDING GENERAL OBLIGATION TAX INDEBTEDNESS:

TITLE OF OUTSTANDING OBLIGATIONS	DATED DATE	CURRENT OUTSTANDING PRINCIPAL AMOUNT (\$)
Combination Tax and Revenue Certificates of Obligation, Series 2021	09/15/2021	5,210,000
General Obligation Refunding Bonds, Series 2020A	12/15/2020	1,250,000
General Obligation Refunding Bonds, Series 2020	2/15/2020	905,000
Tax Notes, Series 2019	09/01/2019	1,160,000
General Obligation Refunding Bonds, Series 2016	09/01/2016	1,775,000
Combination Tax and Revenue Certificates of Obligation, Series 2007A	10/01/2007	215,000
Combination Tax and Revenue Certificates of Obligation, Series 2007	02/01/2007	785,000
General Obligation Refunding Bonds, Series 2007	02/01/2007	210,000
TOTAL PRINCIPAL AMOUNT CURRENTLY OUTSTANDING:	***	<u>11,510,000</u>

EXHIBIT B

COMBINED DEBT SERVICE SCHEDULE

EXHIBIT C

WATERWORKS AND SEWER SYSTEM FISCAL YEAR ENDED SEPTEMBER 30

WATERWORKS AND SEWER SYSTEM OPERATING STATEMENT

TABLE 12

The following condensed statements have been compiled using accounting principles customarily employed in the determination of net revenues available for debt service, and in all instances exclude depreciation, transfers, bad debt, debt service payments and expenditures identified as capital.

Fiscal Year Ended:	9/30/2022	9/30/2021	9/30/2020	9/30/2019	9/30/2018
Revenues	\$ 4,476,258	\$ 4,351,371	\$ 4,243,270	\$ 4,511,099	\$ 4,593,693
Expenses	<u>4,604,542</u> *	<u>3,349,336</u>	<u>3,277,826</u>	<u>3,183,026</u>	<u>3,399,156</u>
Net Revenue Available for Debt Service	\$ (128,284)	\$ 1,002,035	\$ 965,444	\$ 1,328,073	\$ 1,194,537
Customer Count:					
Water	3,141	3,123	3,065	3,294	3,274
Sewer	2,925	2,883	2,758	2,937	2,890

* Increased FYE September 30, 2022 due to increased cost of water from the City of Fort Worth, Texas.

Source: *The Issuer's Annual Comprehensive Financial Report for fiscal year ended September 30, 2022.*

EXHIBIT D

CURRENT RATES AND CHARGES OF THE CITY'S MUNICIPAL WATERWORKS AND SEWER SYSTEM

WATER RATES

TABLE 13

(Based on monthly billing)

New Rates
(Effective September 17, 2018)

Service within city limits:

<u>Meter Size</u>	<u>Residential Base</u>	<u>Senior/Disabled Base*</u>	<u>Commercial Base</u>	<u>Industrial Base (NEW)</u>	<u>Multiple Res/Comm Base</u>
3/4"	\$ 20.00	\$ 20.00	\$ 26.00	\$ 26.00	\$26.00 Per Unit
1"	\$ 43.34	\$ 43.34	\$ 43.34	\$ 43.34	\$26.00 Per Unit
1/2"	\$ 86.58	\$ 86.58	\$ 86.58	\$ 86.58	\$26.00 Per Unit
2"	\$ 138.58	\$ 138.58	\$ 138.58	\$ 138.58	\$26.00 Per Unit
3"	\$ 260.00	\$ 260.00	\$ 260.00	\$ 260.00	\$26.00 Per Unit
4"	\$ 433.42	\$ 433.42	\$ 433.42	\$ 433.42	\$26.00 Per Unit

<u>Gallons</u>	<u>Residential Rate</u>	<u>Senior/Disabled Rate</u>	<u>Commercial Rate</u>	<u>Commercial Rate</u>	<u>Multiple Res/Comm Rate**</u>
0-5,000	\$2.75 Per 1000 Gallons	\$2.75 Per 1000 Gallons	\$2.75 Per 1000 Gallons	\$2.75 Per 1000 Gallons	N/A
5,001-20,000	\$5.36 Per 1000 Gallons	\$5.36 Per 1000 Gallons	\$5.36 Per 1000 Gallons	\$5.36 Per 1000 Gallons	N/A
20,001-50,000	\$6.70 Per 1000 Gallons	\$6.70 Per 1000 Gallons	\$6.70 Per 1000 Gallons	\$6.70 Per 1000 Gallons	N/A
50,001 +	\$6.70 Per Gallons	\$6.70 Per Gallons	\$8.38 Per 1000 Gallons	\$8.38 Per 1000 Gallons	N/A

*For senior/disabled rate, a credit of \$7.50 per month/billing cycle will apply towards the applicable meter size for water service.

**For multiple residential units on a single water meter, the volume charge shall be calculated on a per unit basis by dividing the total volume of water used by the number of residential units.

Service outside city limits:

<u>Meter Size</u>	<u>Residential Base</u>	<u>Senior/Disabled Base</u>	<u>Commercial Base</u>	<u>Industrial Base (New)</u>	<u>Multiple Res/ Comm Base</u>
3/4"	\$ 39.00	N/A	\$ 39.00	\$ 39.00	\$39.00 Per Unit
1"	\$ 97.50	N/A	\$ 97.50	\$ 97.50	\$39.00 Per Unit
1/2"	\$ 195.00	N/A	\$ 195.00	\$ 195.00	\$39.00 Per Unit
2"	\$ 312.00	N/A	\$ 312.00	\$ 312.00	\$39.00 Per Unit
3"	\$ 624.00	N/A	\$ 624.00	\$ 624.00	\$39.00 Per Unit
4"	\$ 975.00	N/A	\$ 975.00	\$ 975.00	\$39.00 Per Unit

<u>Gallons</u>	<u>Residential Rate</u>	<u>Senior/Disabled Rate</u>	<u>Commercial Rate</u>	<u>Industrial Rate</u>	<u>Multiple Res/Comm Rate*</u>
0-5,000	\$2.75 Per 1000 Gallons	\$2.75 Per 1000 Gallons	\$2.85 Per 1000 Gallons	\$2.85 Per 1000 Gallons	N/A
5,001-20,000	\$5.36 Per 1000 Gallons	\$5.36 Per 1000 Gallons	\$5.30 Per 1000 Gallons	\$5.30 Per 1000 Gallons	N/A
20,001-50,000	\$6.70 Per 1000 Gallons	\$6.70 Per 1000 Gallons	\$6.70 Per 1000 Gallons	\$6.70 Per 1000 Gallons	N/A
50,001 +	\$8.38 Per 1000 Gallons	\$8.38 Per 1000 Gallons	\$8.38 Per 1000 Gallons	\$8.38 Per 1000 Gallons	N/A

Note: Senior/disabled credit does not apply to service outside the city limits.

*For multiple residential units on a single water meter, the volume charge shall be calculated on a per unit basis by dividing the total volume of water used by the number of residential units.

WATER RATES - CONT'D

(Based on Monthly Billing)

<u>Meter Size</u>		<u>Residential Base</u>	<u>Senior/Disabled Base</u>		<u>Commercial Base</u>		<u>Industrial (NEW)</u>	<u>Base</u>	<u>Multiple Res/Comm Base</u>
2"	\$	249.16	N/A	\$	249.16	\$	249.16	249.16	N/A
3"	\$	545.58	N/A	\$	545.58	\$	545.58	545.58	N/A
4"	\$	981.82	N/A	\$	981.82	\$	981.82	981.82	N/A

<u>Gallons</u>		<u>Residential Rate</u>	<u>Senior/Disabled Rate</u>		<u>Commercial Rate</u>		<u>Industrial (NEW)</u>	<u>Base</u>	<u>Multiple Res/Comm Base</u>
0-5,000		\$7.24 Per 1,000 Gallons	N/A		\$7.24 Per 1,000 Gallons		\$7.24 Per 1,000 Gallons		N/A
5,001+ Gallons		\$7.24 Per 1,000 Gallons	N/A		\$7.24 Per 1,000 Gallons		\$7.24 Per 1,000 Gallons		N/A

SEWER RATES**TABLE 14**

(Based on Monthly Billing)

New Rates as of September 17, 2018

Service within city limits:

	<u>Residential</u>	<u>Senior/ Disabled</u>	<u>Commercial</u>	<u>Industrial</u>	<u>Multiple Res/Comm</u>
Base	\$30.00	\$30.00*	\$55.00	\$55.00	N/A
per 1,000 Gallon:	\$2.90	\$2.90	\$6.72	\$4.50	N/A

*For senior/disabled rate, a credit of \$7.50 per month/billing cycle will apply towards the applicable base for sewer service.

Service Outside city limits:

	<u>Residential</u>	<u>Senior/ Disabled</u>	<u>Commercial</u>	<u>Industrial</u>	<u>Multiple Res/Comm</u>
Base	\$67.50	N/A	\$91.08	91.08	N/A
per 1,000 Gallon:	\$4.35	N/A	\$10.08	10.08	N/A

Note: Senior/disabled credit does not apply to service outside the city limits.

EXHIBIT E

EVIDENCE OF POSTING NOTICE OF INTENTION ON CITY'S WEBSITE

SIGNATURE IDENTIFICATION AND NO-LITIGATION CERTIFICATE

We, the undersigned Mayor and City Secretary, respectively, of the **CITY OF KENNEDALE, TEXAS** (the "**City**"), hereby certify as follows:

(a) This Certificate is executed and delivered with reference to the \$5,735,000 **CITY OF KENNEDALE, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2023** (the "**Certificates**"), dated as of August 1, 2023, and authorized by an ordinance passed by the City Council of the City on August 15, 2023.

(b) Each of us signed the Certificates by manually executing or causing facsimiles of our manual signatures to be printed or lithographed on each of the Certificates, and we hereby adopt said facsimile signatures as our own, respectively, and declare that said facsimile signatures constitute our signatures the same as if we had manually signed each of the Certificates .

(c) The Certificates are substantially in the form, and each of them has been duly executed and signed in the manner, prescribed in the ordinance authorizing the issuance thereof.

(d) At the time we so executed and signed the Certificates we were, and at the time of executing this Certificate we are, the duly chosen, qualified, and acting officers indicated therein, and authorized to execute and sign the same.

(e) No litigation of any nature has been filed or is now pending or, to our knowledge, threatened, to restrain or enjoin the issuance or delivery of any of the Certificates, or which would affect the provision made for their payment or security, or in any manner questioning the proceedings or authority concerning the issuance of the Certificates, and that so far as we know and believe no such litigation is threatened.

(f) Neither the corporate existence nor boundaries of the City is being contested; no litigation has been filed or is now pending or, to our knowledge, threatened, which would affect the authority of the officers of the City to issue, execute, sign, and deliver any of the Certificates; and no authority or proceedings for the issuance of any of the Certificates have been repealed, revoked, or rescinded.

(g) We have caused the official seal of the City to be impressed, or printed, or lithographed on each of the Certificates; and said seal on each of the Certificates has been duly adopted as, and is hereby declared to be, the official seal of the City.

(h) This certificate is submitted pursuant to Title 1, Chapter 53, Texas Administrative Code. Upon the approval of the Certificates by the Attorney General of the State of Texas, he is authorized to date this certificate as of the date of such approval. If any litigation should develop, or if any other event should occur which should make this certificate inaccurate before the Attorney General's approval of the Certificates, we will notify the Attorney General at once by both telephone and facsimile transmission. With this assurance, the Attorney General is entitled to rely on the accuracy of this certificate at the time of approval of the Certificates unless we advise him otherwise.

EXECUTED and delivered this _____.

MANUAL SIGNATURES

OFFICIAL TITLES

Jan Joplin, Mayor

Raeanne Byington, City Secretary

Before me, on this day personally appeared the foregoing individuals, known to me to be the officers whose true and genuine signatures were subscribed to the foregoing instrument in my presence.

Given under my hand and seal of office this _____.

Notary Public

Typed Name _____

(My commission expires _____)

(Notary Seal)

CLOSING CERTIFICATE

**THE STATE OF TEXAS
COUNTY OF TARRANT
CITY OF KENNEDALE**

§
§
§

I am the Director of Finance of the **CITY OF KENNEDALE, TEXAS** (the "**City**"), and I hereby certify as follows:

1. This Certificate is executed and delivered for and on behalf of the City with reference to the issuance of the **CITY OF KENNEDALE, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2023** (the "**Certificates**"), as required by the section entitled "OTHER PERTINENT INFORMATION - Certification as to Official Statement" in the Official Statement relating to the Certificates, dated August 15, 2023 (the "**Official Statement**").

2. To the best of my knowledge and belief:

(a) the descriptions and statements of or pertaining to the City contained in its Official Statement, and any addenda, supplement or amendment thereto, for the Certificates, on the date of such Official Statement, on the date of sale of said Certificates and the acceptance of the best bid therefor, and on the date of the delivery thereof, were and are true and correct in all material respects;

(b) insofar as the City and its affairs, including its financial affairs, are concerned, such Official Statement did not and does not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(c) insofar as the descriptions and statements including financial data, of or pertaining to entities, other than the City, and their activities contained in such Official Statement are concerned, such statements and data have been obtained from sources which the City believes to be reliable and the City has no reason to believe that they are untrue in any material respect, and

(d) there has been no material adverse change in the financial condition of the City, since September 30, 2022, the date of the last financial statements of the City appearing in the Official Statement.

[The remainder of this page intentionally left blank]

EXECUTED this _____.

Director of Finance
City of Kennedale, Texas

August 15, 2023

Ms. Theresia Goetz
Cash and Securities Management Division
Bond Registration
Comptroller of Public Accounts
Thomas Jefferson Rusk Building
208 East 10th Street, 2nd Floor, Room 232
Austin, Texas 78701-2407

**RE: CITY OF KENNEDALE, TEXAS
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2023**

Ladies and Gentlemen:

The Attorney General will deliver to you the above-described issues of obligations. At such time as you have registered such obligations, this will be your authority to deliver them to an authorized representative of McCall, Parkhurst & Horton L.L.P. who will deliver said obligations to the Paying Agent/Registrar named in the obligations for delivery to the purchasers thereof.

At the time you have registered the obligations, please deliver three copies of the Attorney General's opinion and the Comptroller's Signature Certificate covering said issue of obligations to a representative of McCall, Parkhurst & Horton L.L.P., or send such documents by overnight courier to Orlando "Jay" Juarez, Jr., McCall, Parkhurst & Horton L.L.P., 112 E. Pecan Street, Suite 1310, San Antonio, Texas 78205.

Sincerely yours,

CITY OF KENNEDALE, TEXAS

Mayor

cc: Attorney General of Texas

August 15, 2023

The Attorney General of Texas
Public Finance Division
300 W. 15th Street, 7th Floor
Austin, Texas 78701

**RE: CITY OF KENNEDALE, TEXAS
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2023**

Ladies and Gentlemen:

It is requested that you examine the above issues of obligations and the proceedings authorizing their issuance.

We enclose herewith one signed but undated copy of the Signature Identification and No-Litigation Certificate. Upon approval of the obligations, you are authorized to insert the date of approval in said Signature Certificate. If any litigation should develop before you have approved the obligations, we will notify you at once both by telephone and telecopy. With this assurance you can rely upon the absence of any such litigation at the time you approve the obligations unless we advise you otherwise.

After you have examined the obligations, kindly deliver them to the Office of the Comptroller of Public Accounts of the State of Texas. The Comptroller has received instructions as to disposition of such obligations following their registration.

Sincerely yours,

CITY OF KENNEDALE, TEXAS

Mayor

cc: Comptroller of Public Accounts

RECEIPT FOR PROCEEDS

The undersigned hereby certifies as follows:

(a) This Receipt is executed and delivered for and on behalf of the **CITY OF KENNEDALE, TEXAS** (the "**City**") with reference to the issuance of the \$_____ **CITY OF KENNEDALE, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2023** (the "Certificates").

(b) The undersigned is the City's duly chosen, qualified, and acting Director of Finance.

(c) The Certificates have been duly delivered to the initial purchaser thereof, namely:

(d) The Certificates have been paid for in full by said purchaser concurrently with the delivery of this Receipt, and the City has received, and hereby acknowledges receipt of, the agreed purchase price for the Certificates, being \$_____ (which amount is equal to par, plus a [net] original issue premium of \$_____, and less a discount retained by the purchaser of \$_____) and accrued interest to the date of delivery of the Certificates.

Executed and delivered this ____ of September, 2023..

CITY OF KENNEDALE, TEXAS

Jon Horton
Director of Finance

CERTIFICATE OF POSTING

**THE STATE OF TEXAS
COUNTY OF TARRANT
CITY OF KENNEDALE**

**§
§
§**

I, the undersigned, hereby officially certify that I am the City Secretary of the **CITY OF KENNEDALE, TEXAS** (the "**City**"), and I further certify as follows:

1. This Certificate is given for the benefit of the Attorney General of the State of Texas and all parties interested in the issuance of the **CITY OF KENNEDALE, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2023** (collectively, the "**Certificates**").

2. In accordance with Section 271.049(a)(2) of the Texas Local Government Code, the City "published" the Notice of Intention relating to the issuance of the Certificates, attached hereto as Exhibit A, continuously on the City's website from June 21, 2023, through the date the Ordinance authorizing the issuance of the Certificates were passed by the City Council of the City (i.e., August 15, 2023), which period was at least 45 days before the date of passage of such Ordinance.

3. The URL link to the posted Notice is:

<https://www.cityofkennedale.com/445/Bond-Issuances>

[Signature page follows.]

Executed this _____.

City Secretary
City of Kennedale, Texas

EXHIBIT A

[Attach screen shot of Notice of Intention posted on the City's website]

cityofkennedale.com/445/Bond-Issuances

Home > Departments > Finance > Bond Issuances

BOND ISSUANCES

RESOLUTION NO. 620

RESOLUTION AUTHORIZING PUBLICATION AND POSTING OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION TO FINANCE THWE ACQUISITION, CONSTRUCTION, AND EQUIPPING OF VARIOUS PUBLIC IMPROVEMENT PROJECTS

**CITY OF KENNEDALE, TEXAS
NOTICE OF INTENTION TO ISSUE
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION**

The City Council of the City of Kennedale, Texas (the "City") does hereby give notice of intention to issue one or more series of *City of Kennedale, Texas Combination Tax and Revenue Certificates of Obligation* in the maximum aggregate principal amount not to exceed \$17,400,000 for the purpose of paying, in whole or in part, contractual obligations to (i) acquire, construct and equip street, sidewalk and drainage improvements at various locations in the City, together with utility relocation and other improvements incidental thereto and (ii) acquire, construct, repair, extend, equip, and improve the City's waterworks and sewer system (collectively, the "Projects"), and paying all or a portion of the legal, fiscal, and engineering fees in connection with the Projects and costs of issuance related to such Certificates of Obligation. The City proposes to provide for the payment of such Certificates of Obligation from the levy and collection of ad valorem taxes in the City as provided by law and from a lien on and pledge of "Surplus Revenues," if any, received by the City from the ownership and operation of the City's municipal waterworks and sewer system. The current principal of all currently outstanding debt obligations of the City is \$11,510,000, the combined principal and interest required to pay all currently outstanding debt obligations of the City on time and in full is \$13,035,086, the estimated combined principal and interest required to pay the proposed Certificates on time and in full is \$26,874,075, the estimated interest rate for the proposed Certificates is 4.50%, and the maximum maturity date of the proposed Certificates is February 1, 2043. The City Council proposes to authorize the issuance of such Certificates of Obligation at 5:30 p.m. on Tuesday, August 15, 2023, at a Regular Meeting at the City Hall, City of Kennedale, Texas.

/s/ Jan Joplin
Mayor, City of Kennedale, Texas

STAFF REPORT TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: AUGUST 15, 2023

AGENDA ITEM NUMBER: EXECUTIVE SESSION ITEM V.A.

SUBJECT

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

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

MEETING DATE: AUGUST 15, 2023

AGENDA ITEM NUMBER: EXECUTIVE SESSION ITEM V.B.

SUBJECT

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

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

STAFF REPORT TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: AUGUST 15, 2023

AGENDA ITEM NUMBER: EXECUTIVE SESSION ITEM V.C.

SUBJECT

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

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

STAFF REPORT TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: AUGUST 15, 2023

AGENDA ITEM NUMBER: EXECUTIVE SESSION ITEM V.D.

SUBJECT

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

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

STAFF REPORT TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: AUGUST 15, 2023

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

SUBJECT

Board Appointments/Removals.

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS