KENNEDALE CITY COUNCIL AGENDA

REGULAR MEETING | NOVEMBER 20, 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.CITYOFKENNEDALE.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."

C. Swearing in Ceremony for David Glover, City Council, Place 1.

II. 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.

III. ELECTION BUSINESS

A. Certification of official returns of the 2023 Prop A General Obligation Bond.

B. Approve a resolution canvassing the returns and declaring the results of the General Obligation Bond election held on November 7, 2023; and other matters in connection therewith.

IV. WORK SESSION

A. WORK SESSION REPORTS

1. Discussion on direction of the 2023 General Obligation Bond for Parks.
2. Discuss voting for the Tarrant Appraisal District representatives.
3. Discuss timelines and reporting practices for the Veteran's Memorial Committee.

4. Discuss timelines and reporting practices for the Charter Committee.

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

V. 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
2. Updates from the Mayor
3. Updates from the City Manager
4. Financial Reports for the City and the EDC for September and October 2023.

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 October 17, 2023 Regular Meeting
2. Consider the approval of a 5 year contract with Meals on Wheels of Tarrant County to deliver hot meals to the Kennedale Adult Activity Center Monday - Friday beginning November 1, 2023 and ending on October 31, 2028.
3. Approval of an Interlocal Agreement with Tarrant County Public Health for public and semi-public pool inspections.

C. ITEMS FOR INDIVIDUAL CONSIDERATION

1. Consider approval of amendments to the Nuisance Ordinance.
2. Consider approval of a resolution voting for candidates of the TAD Board of Directors.

VI. 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.*

1. Alta Landing Planned Development
2. 3M Lawsuit

B. ***PURSUANT TO §551.072*** *— Deliberation regarding the purchase, exchange, lease, or value of real property.*

1. Discussion of EDC Properties; Buy and Sell

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. Appointment of Council Members to the EDC.
2. Appointment of Alternates to the BOA.

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

VIII. ADJOURNMENT

CERTIFICATION

I DO HEREBY CERTIFY THAT THE NOVEMBER 20, 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.

Raeanne Byington

RAEANNE BYINGTON CITY SECRETARY

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: NOVEMBER 20, 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

City of Kennedale Cumulative

Official

Run Time 1:39 PM
Run Date 11/14/2023

Tarrant County

Constitutional Joint Elections

11/7/2023

Official Results

Registered Voters
897 of 5919 = 15.15%

[illegible]

City of Kennedale Proposition A

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
For		4	33.33%	170	49.13%	265	52.58%	439	50.93%
Against		8	66.67%	176	50.87%	239	47.42%	423	49.07%
	Cast Votes:	12	100.00%	346	100.00%	504	100.00%	862	100.00%
	Undervotes:	0		11		24		35	
	Overvotes:	0		0		0		0	

*** End of report ***

A RESOLUTION CANVASSING THE RETURNS AND DECLARING THE RESULTS OF A BOND ELECTION; AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City Council (the *Council*) of the City of Kennedale, Texas (the *City*) ordered an election to be held on November 7, 2023 for the purpose of determining whether the qualified voters of the City would authorize the issuance of general obligation bonds by the City; and

WHEREAS, the Council has reviewed and investigated all matters pertaining to this election, including the resolution, notices, election officers, holding, and returns thereof; and

WHEREAS, the Council has diligently inquired into the poll lists and the official election returns which were duly and lawfully made to the Council by the judges and clerks holding and conducting such election; the poll lists and the official election returns showing separately the votes cast in the election; and

WHEREAS, the precinct returns are attached and incorporated for all purposes; and

WHEREAS, from these returns, this Council hereby finds that the following votes were cast in the election by voters who were qualified voters of the City:

PROPOSITION A

The issuance of not to exceed $3,000,000 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.

	For	Against
Early Votes in Person		
Early Votes by Mail (absentee)		
Election Day Votes		
TOTAL		

Under Votes, if any: ____________ Total Votes Cast: _________
Provisional Ballots, if any: Counted: ____________ Uncounted: __________

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

SECTION 1: The Council officially finds, determines, and declares that the election was properly ordered, that legal notice of such election was properly given, that proper election officers were appointed prior to the election, that the election was legally held, that all qualified voters of the City were permitted to vote at the election, that due returns of the results of the election had been made and delivered, and that the Council has duly canvassed such returns, all in accordance with state and federal laws and the document calling the election.

SECTION 2: A MAJORITY of the qualified voters of the City of Kennedale, Texas voting in such election, having voted FOR Proposition A, the Council hereby finds and determines this Proposition carried at the election, that the election was duly called, that proper notice was given, that the election was held in all aspects in conformity with the law, and that the Council is hereby accordingly authorized to issue the bonds and to levy the tax in accordance with the law and the authority granted in the Proposition and corresponding Measure stated in the City's election order.

SECTION 3: The recitals contained in the preamble of this Resolution are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the Council.

SECTION 4: All ordinances and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

SECTION 5: This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 6: If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Council hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 7: It is officially found, determined, and declared that the meeting at which this Resolution 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 Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 8: This Resolution shall be in force and effect from and after its final passage and it is so resolved.

* * *

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: NOVEMBER 20, 2023

AGENDA ITEM NUMBER: WORK SESSION ITEM IV.A.

SUBJECT
WORK SESSION REPORTS

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: NOVEMBER 20, 2023

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

SUBJECT
Discussion on direction of the 2023 General Obligation Bond for Parks.

ORIGINATED BY: Kristian Sugrim

SUMMARY:

On May 2, 2023, members of the Park & Recreation Board and City staff performed a visual assessment of the City's parks. In general, all the parks had similar items that needed attention, for example, lighting, signage and beautification.

At that time, the major priority items were the splash pad and playground equipment at Sonora. To date, the splash pad has been completely rehabilitated to include new water features and shade canopies. Also, the existing playground equipment will be replaced in spring 2024. Similarly, some beautification, like dead tree removal and pruning, were performed at all the parks.

The playground's wood fiber covering will be replaced in the late spring. Also, all broken and/or nonfunctional playground equipment is being assessed for replacement, as well as additional safety and lighting, as resources become available

The recommendations the Parks Board gathered in May 2023 are as follows:
Sonora Park:
1. Playground Equipment (ordered, will be complete Spring 2024)
2. Cover for the playground and splash pad. (completed October 2023)
3. Flooring for playground.

TownCenter Park:
1. Minor repairs to the playground equipment. Replace cars. Move stepping stones from Sonora to TownCenter.
2. Flooring for playground.
3. Lighted 'Ralph Mooney Performance Pavilion' sign.
4. Back drop for the stage with Kennedale logo.

Rogers Farm Park:
1. Repaint basketball court area. Add additional goal. Solar Lighting.
2. Awning over playground equipment.
3. Flooring for playground.
4. Minor repairs to swings. Move swings from Sonora to Rogers Farm.
5. Extend the parks fence along the back side of the park, to separate the parks from the homeowners.

RECOMMENDATION
Based on the Parks Board's priorities, attached, staff recommends that the City Council discuss and provide directional input to the board's recommendations.

ATTACHMENTS

1.	Meeting Minutes May 2, 2023	Meeting Minutes May 2, 2023.pdf

PARKS AND RECREATION BOARD MINUTES

SPECIAL MEETING | MAY 2, 2023 AT 6:30 PM

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

I. CALL TO ORDER Jeff called the meeting to order at 6:36 pm.

A. ROLL CALL

1.

Present: Jeff Nevarez, Corey Hines, Develle Coleman, Keith Courtney, Colby Cowan, Kristian Sugrim and Lori Stevenson.

II. WORK SESSION

A. WORK SESSION REPORTS

1. Discussion on the priority of fixing or replacing equipment in each city park.

All the board members agreed that each park should some additional solar lighting throughout the park, with a lighted park sign and KKB should plant some flowers around the park sign.

B. **Order of priority for Sonora Park**

1. The priority for Sonora Park will be replacing all the playground equipment. The board has chosen two different playgrounds. The first one is a wooden fortress, and the second one has lots of color, plus a section? for younger children and a section for older children. The slide and rock climb is in good shape. They could either be left at Sonora or moved to another park. The see-saw and swings are damaged and broken and they will need to be removed or fixed to stay in use.
2. The second priority will be cover for the playground and sprinkler park. There is already money set aside for awnings for the sprinkler pad. The members stated they felt it was very important that the playground is fully covered with awnings or sails, since there are no trees to provide shade.
3. The third priority will be the flooring of the playground. Jeff explained the rubber tire flooring would be a large expense at the beginning, but over a ten year span it would save the City money, as compared to the wood chips the City must buy every year. Although the board members did like the rubber flooring, they felt it was more important to get the playground equipment and the awning and keep the wood chips. The members stated the wood chip felt like it had plenty of cushion for the children to be safe.

C. **Order of priority for Town Center Park.**

1. The first priority for Town Center Plaza Park will be minor repairs to the playground equipment. Jeff suggested we find the company that made the equipment and perhaps we could get some additional attachments. Cars are the only thing that needs to be replaced. The board would like to move the stepping stones from Sonora Park to Town Center Plaza Park.
2. The second priority will be the flooring. The board agreed that the rubber flooring is great, but at the time they feel fixing the equipment is more important. They feel the wood chips are fine and we just need to add some more.
3. The third priority is putting up a lighted "Ralph Mooney Performance Pavilion " sign. The stage was named after Ralph Mooney because he invented the steel guitar and he is a Kennedale local.
4. The fourth priority was a back drop for the stage with the Kennedale Logo on it.

D. **Order of priority for Rogers Farm Park.**

1. The first priority for Roger's Farm Park is the basketball court area. It was suggested to repaint the lines on the court to be two half courts and add an additional basketball goal. The goals will need to be moved to the opposite end of the court. The board agrees there needs to be some solar lighting around the basketball court.
2. The second priority is a cover or awning covering the playground equipment, to shield yourself from the July and August heat.
3. The third priority will be to add more wood chips to the playground. The board feel the rubber flooring is great, but they want to repair and replace equipment in the parks first.
4. The fourth priority will be minor repairs to the swings. Most of the playground equipment is in good shape, except the swings that need repair. It was discussed to move the swings and rock climb from Sonora to Rogers Farm, it would give the park some additional equipment, plus it would keep the good equipment in use.
5. The fifth priority would be to extend the parks fence along the back side of the park, to separate the parks from the home owners that live around there.

III. REGULAR SESSION

A. REPORTS AND ANNOUNCEMENTS

1. No announcements from the board currently.
2. No announcements from staff currently.

B. VISTOR AND CITIZEN FORUM

1. No visitor at the time.

C. ITEMS FOR INDIVIDUAL CONSIDERATION

IV. ADJOURNMENT

Keith made a motion for the meeting to adjourn; Colby 2nd; Motion Carried. The meeting adjourned at 8:01 pm.

CERTIFICATION

I DO HEREBY CERTIFY THAT THE MAY 2, 2023 PARKS AND RECREATION BOARD 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.

Lori Stevenson

LORI STEVENSON, SECRETARY

CHAIR

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: NOVEMBER 20, 2023

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

SUBJECT
Discuss voting for the Tarrant Appraisal District representatives.

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

1.	TAD Board Representatives	TAD Board Representatives.pdf

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: NOVEMBER 20, 2023

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

SUBJECT
Discuss timelines and reporting practices for the Veteran's Memorial Committee.

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: NOVEMBER 20, 2023

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

SUBJECT
Discuss timelines and reporting practices for the Charter Committee.

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: NOVEMBER 20, 2023

AGENDA ITEM NUMBER: WORK SESSION ITEM IV.B.

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

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

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

MEETING DATE: NOVEMBER 20, 2023

AGENDA ITEM NUMBER: REPORTS AND ANNOUNCEMENTS ITEM V.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

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: NOVEMBER 20, 2023

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

SUBJECT
Updates from members of the Kennedale City Council

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

City of KENNEDALE Texas EST. 1887

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: NOVEMBER 20, 2023

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

SUBJECT

Updates from the Mayor

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: NOVEMBER 20, 2023

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

SUBJECT
Updates from the City Manager

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

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

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: NOVEMBER 20, 2023

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

SUBJECT
Financial Reports for the City and the EDC for September and October 2023.

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

1.	Monthly Financial Report - September 2023 Overview Draft 2	Monthly Financial Report - September 2023 Overview Draft 2.pdf
2.	Monthly Financial Report - September 2023 Detail Draft 2	Monthly Financial Report - September 2023 Detail Draft 2.pdf
3.	01 October 2023 Overview	01 October 2023 Overview.pdf
4.	01 October 2023 Details	01 October 2023 Details.pdf

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

TO	Mayor and Members of City Council Darrell Hull, City Manager
FROM	Jon Horton, Finance Director
DATE	November 20, 2023
SUBJECT	Monthly Financial Report for September 2023

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

Results through September represent 100% of the fiscal year. This is a draft as the FY is not closed.

GENERAL FUND (01)

- ◊ Property tax revenues received year-to-date $5,763,918; 105.7% of total budget; prior year receipts through September were 100% of total
- ◊ Sales tax revenues received year-to-date $2,054,992; 103.2% 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 September were $1,859,721; 100% of budget
- ◊ General Fund expenditures year-to-date $9,205,334; 89.7% of total budget
- ◊ Fund Balance year-to-date is $2,858,082; 999 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 $3,016,624.87; 124.68% of budget
- ◊ Sewer service sales year-to-date $1,796,430.08; 112.00% of budget
- ◊ Utility Billing and Operations expenditures year-to-date $3,928,263; 126% of total budget
- ◊ Working Capital year-to-date is $17,728,728; 1,422 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 $272,993.52; 101.60% of budget
- ◊ Stormwater Fund expenditures year-to-date $202,014; 96.1% of total budget
- ◊ Working Capital year-to-date is $676,394; 1,352 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 $647,164.569; 105.48% 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 September were 619,748.59; 120.34% of budget
- ◊ Rental fees for the Shopping Center year-to-date $307,232.13; 104.64% of total budget
- ◊ EDC Operations expenditures year-to-date $517,531; 88.7% of total budget; includes $52,397 for annual Christmas event
- ◊ EDC Town Shopping Center expenditures year-to-date $73,091; 110.6% of total budget; $14,857 of total expenditures was for insurance costs which are paid in October
- ◊ Fund Balance year-to-date is $2,110,752; 755 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 September 30, 2023

GENERAL FUND (01)

	PRIOR YEAR FY2022				CURRENT YEAR FY2023				
Fund / Description	**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	$ 9,072	$ 5,067,570	100.0%	$ 5,452,751	7,437	$ 5,763,918	105.7%	$ (311,167)
Sales Taxes	1,859,721	196,990	1,859,721	100.0%	1,991,717	444,996	2,054,992	103.2%	(63,275)
Grants and Contributions	43,601	37,105	43,601	100.0%	895,000	10,669	135,199	15.1%	759,801
Licenses and Permits	328,781	40,071	328,781	100.0%	354,928	14,052	281,185	79.2%	73,743
Fines and Fees	162,514	16,976	162,514	100.0%	144,066	26,001	232,568	161.4%	(88,502)
Charges for Services	291,150	59,111	291,150	100.0%	307,250	32,265	244,123	79.5%	63,127
Intergovernmental	166,796	-	166,796	100.0%	161,590	-	172,550	106.8%	(10,960)
All Other Revenues	103,175	5,883	103,175	100.0%	41,676	6,935	195,801	469.8%	(154,125)
Total General Fund Revenues	**8,023,308**	**365,208**	**8,023,308**	**100.0%**	**9,348,978**	**542,354**	**9,080,336**	**97.1%**	**268,642**
GENERAL FUND EXPENDITURES									
City Manager - Dept 01	199,237	13,178	199,237	100.0%	327,672	51,406	338,058	103.2%	(10,386)
Mayor/Council - Dept 02	198,588	35,144	198,588	100.0%	185,500	46,610	151,043	81.4%	34,457
City Secretary - Dept 03	72,336	20,051	72,336	100.0%	168,463	27,920	160,746	95.4%	7,717
Municipal Court - Dept 04	127,344	15,189	127,344	100.0%	182,373	23,198	182,530	100.1%	(157)
Human Resources - Dept 05	151,238	16,772	151,238	100.0%	186,406	23,028	163,375	87.6%	23,031
Finance - Dept 07	477,054	84,997	477,054	100.0%	511,396	59,230	470,303	92.0%	41,093
Police - Dept 09	3,153,124	341,127	3,153,124	100.0%	3,483,034	490,254	3,479,315	99.9%	3,719
Fire - Dept 10	2,552,059	308,377	2,552,059	100.0%	3,522,918	345,850	2,660,648	75.5%	862,270
Community Development - Dept 12	531,981	59,605	531,981	100.0%	653,505	129,818	617,266	94.5%	36,239
Senior Citizen Center - Dept 16	31,758	3,060	31,758	100.0%	57,716	10,409	48,584	84.2%	9,133
Library - Dept 17	285,405	67,632	285,405	100.0%	365,199	45,762	389,274	106.6%	(24,075)
Non Departmental - Dept 90	616,188	85,923	632,226	102.6%	622,577	33,678	544,203	87.4%	78,374
Total General Fund Expenditures	**8,396,312**	**1,051,054**	**8,412,350**	**100.2%**	**10,266,759**	**1,287,164**	**9,205,344**	**89.7%**	**1,061,415**
Revenues Over (Under) Expenditures	**(373,004)**	**(685,845)**	**(389,042)**		**(917,781)**	**(744,809)**	**(125,008)**		
Transfers In	606,207	48,274	606,207	100.0%	1,193,374	99,448	1,193,374	100.0%	0
Transfers (Out)	(182,521)	(30,420)	(182,521)	100.0%	(275,593)	(123,207)	(391,090)	141.9%	115,497
Net Change in Fund Balance	**50,682**	**(667,992)**	**34,644**		**-**	**(768,569)**	**677,276**		
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**		**$ 2,164,768**		**$ 2,180,806**		**$ 2,858,082**		
Average Daily Annual Expenditures	**$ 23,504**				**$ 28,883**				
Days of Fund Balance	**93**		**92**		**76**		**99**		

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

UTILITY FUNDS									
	PRIOR YEAR FY2022				CURRENT YEAR FY2023				
Fund / Description	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	$ 112,512	$ 362,315	100.0%	$ 269,688	$ 26,010	$ 304,330	112.8%	$ (34,642)
Stormwater Utility Fund Expenditures	83,496	38,602	83,496	100.0%	210,221	15,727	202,014	96.1%	8,207
Revenues Over (Under) Expenditures	**278,819**	**73,909**	**278,819**		**59,467**	**10,284**	**102,316**		
Beginning Working Capital - October 1	**397,575**		**397,575**		**676,394**		**676,394**		
Ending Working Capital - *year-to-date*	**$ 676,394**		**$ 676,394**		**$ 735,861**		**$ 778,710**		
Average Daily Annual Expenditures	**$ 229**				**$ 576**				
Days of Working Capital	**2,957**		**2,957**		**1,278**		**1,352**		
Water/Sewer Fund (10)									
Water/Sewer Fund Revenues	$ 4,254,031	$ (314,659)	$ 4,254,031	100.0%	$ 4,359,179	$ 16,329,959	$ 20,898,648	479.4%	$ (16,539,469)
Water/Sewer Fund Expenditures									
Utility Billing - Dept 01	1,344,261	124,001	1,344,261	100.0%	1,630,355	482,275	2,045,647	125.5%	(415,292)
Operations - Dept 02	2,673,902	1,375,254	2,673,902	100.0%	1,479,759	164,052	1,882,616	127.2%	(402,857)
Debt Service - Dept 03	51,468	(243,747)	51,468	100.0%	293,930	319,130	613,060	208.6%	(319,130)
Capital Projects - Dept 04	10,640	0	10,640	100.0%	448,800	119,540	380,387	84.8%	68,414
Non Departmental - Dept 90	1,481,590	687,857	1,481,590	100.0%	697,279	57,159	760,019	109.0%	(62,740)
Total Water/Sewer Fund Expenditures	5,561,861	1,943,366	5,561,861	100.0%	4,550,123	1,142,155	5,681,729	124.9%	(1,131,606)
Revenues Over (Under) Expenditures	**(1,307,830)**		**(1,307,830)**		**(190,944)**	**15,187,803**	**15,216,919**		
Transfers In	187,525	15,627	187,525	100.0%	187,525	15,627	187,525	100.0%	-
Net Change in Fund Balance	**(1,120,305)**		**(1,120,305)**		**(3,419)**	**15,203,430**	**15,404,444**		
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**		**$ 2,324,284**		**$ 2,320,865**		**$ 17,728,728**		
Average Daily Annual Expenditures	**$ 15,238**				**$ 12,466**				
Days of Working Capital	**153**		**153**		**186**		**1,422**		
Water Impact Fee Fund (61)									
Water Impact Fund Revenues	$ 61,413	$ 204	$ 61,413	100.0%	$ 60,100	$ 1,806	$ 18,848	31.4%	$ 41,252
Water Impact Fund Expenditures	0	-	-	0.0%	50,000	-	-	0.0%	50,000
Revenues Over (Under) Expenditures	**61,413**	**204**	**61,413**		**10,100**	**1,806**	**18,848**		
Transfers (Out)	0	-	-	0.0%	(30,000)	(2,500)	(30,000)	100.0%	-
Net Change in Fund Balance	**61,413**	**204**	**61,413**		**(19,900)**	**(695)**	**(11,152)**		
Beginning Fund Balance - October 1	**48,259**		**48,259**		**109,672**		**109,672**		
Ending Fund Balance - *year-to-date*	**$ 109,672**		**$ 109,672**		**$ 89,772**		**$ 98,520**		
Sewer Impact Fee Fund (62)									
Fund 62 Sewer Impact Fund Revenues	$ 74,857	$ 347	$ 74,857	100.0%	$ 70,600	$ 2,438	$ 19,230	27.2%	$ 51,371
Fund 62 Sewer Impact Fund Expenditures	0	-	-	0.0%	50,000	-	-	0.0%	50,000
Revenues Over (Under) Expenditures	**74,857**	**347**	**74,857**		**20,600**	**2,438**	**19,230**		
Transfers (Out)	(60,000)	(5,000)	(60,000)	100.0%	(60,000)	(5,000)	(60,000)	100.0%	-
Net Change in Fund Balance	**14,857**	**(4,653)**	**14,857**		**(39,400)**	**(2,562)**	**(40,771)**		
Beginning Fund Balance - October 1	**170,067**		**170,067**		**184,924**		**184,924**		
Ending Fund Balance - *year-to-date*	**$ 184,924**		**$ 184,924**		**$ 145,524**		**$ 144,153**		

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

DEBT SERVICE FUND (02)									
	PRIOR YEAR FY2022				CURRENT YEAR FY2023				
Fund / Description	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	$ 149,461	$ 1,945,374	100.0%	$ 1,472,427	$ 174,677	$ 1,588,320	107.9%	$ (115,893)
Debt Service Fund Expenditures	1,794,886	125,652	1,794,886	100.0%	1,672,427	52,703	1,724,475	103.1%	(52,048)
Revenues Over (Under) Expenditures	**150,488**	**23,809**	**150,488**		**(200,000)**	**121,974**	**(136,155)**		
Beginning Fund Balance - October 1	**687,654**		**687,654**		**838,142**		**838,142**		
Ending Fund Balance - *year-to-date*	**$ 838,142**		**$ 838,142**		**$ 638,142**		**$ 701,987**		

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

CAPITAL PROJECT FUNDS

Fund / Description	PRIOR YEAR FY2022 Actual for Year	Current Month	Year To Date	% Received/ Expended YTD	CURRENT YEAR FY2023 Approved Budget	Current Month	Year To Date	% Received/ Expended YTD	Remaining Budget
Capital Projects Fund (04)									
Capital Projects Fund Revenues	$ 134,005	$ 12,553	$ 134,005	100.0%	$ 86,711	$ 971	$ 92,281	106.4%	$ (5,570)
Capital Projects Fund Expenditures	0	-	-	0.0%	0	-	-	0.0%	0
Revenues Over (Under) Expenditures	**134,005**	**12,553**	**134,005**		**86,711**	**971**	**92,281**		
Transfers (Out)	(106,501)	-	(106,501)	100.0%	(104,800)	(104,800)	(104,800)	100.0%	-
Net Change in Fund Balance	**27,504**	**12,553**	**27,504**		**(18,089)**	**(103,829)**	**(12,519)**		
Beginning Fund Balance - October 1	**147,087**		**147,087**		**174,591**		**174,591**		
Ending Fund Balance - *year-to-date*	**$ 174,591**		**$ 174,591**		**$ 156,502**		**$ 162,072**		
Capital Bond Fund (13)									
Capital Bond Fund Revenues	$ 6,199,105	$ 143,374	$ 6,199,105	100.0%	$ 24,000	$ 2,434,841	$ 2,806,125	11692.2%	$ (2,782,125)
Capital Bond Fund Expenditures	311,555	253,889	311,555	100.0%	4,300,000	110,482	2,040,169	47.4%	2,259,831
Revenues Over (Under) Expenditures	**5,887,550**	**(110,515)**	**5,887,550**		**(4,276,000)**	**2,324,359**	**765,956**		
Beginning Fund Balance - October 1	**2,170,389**		**2,170,389**		**8,057,939**		**8,057,939**		
Ending Fund Balance - *year-to-date*	**$ 8,057,939**		**$ 8,057,939**		**$ 3,781,939**		**$ 8,823,895**		
Park Dedication Fund (14)									
Park Dedication Fund Revenues	$ 51,843	$ 1,295	$ 51,843	100.0%	$ 52,280	$ 3,334	$ 36,086	69.0%	$ 16,194
Park Dedication Fund Expenditures	125	-	125	100.0%	220,195	144,154	177,820	80.8%	42,375
Revenues Over (Under) Expenditures	**51,718**	**1,295**	**51,718**		**(167,915)**	**(140,821)**	**(141,734)**		
Beginning Fund Balance - October 1	**648,018**		**648,018**		**699,736**		**699,736**		
Ending Fund Balance - *year-to-date*	**$ 699,736**		**$ 699,736**		**$ 531,821**		**$ 558,002**		
Library Building Fund (32)									
Library Building Fund Revenues	$ 399	$ 108	$ 399	100.0%	$ 0	$ -	$ 215	0.0%	$ (215)
Library Building Fund Expenditures	0	-	-	0.0%	0	-	-	0.0%	0
Revenues Over (Under) Expenditures	**399**	**108**	**399**		**0**	**-**	**215**		
Beginning Fund Balance - October 1	**(2,267)**		**(2,267)**		**(1,868)**		**(1,868)**		
Ending Fund Balance - *year-to-date*	**$ (1,868)**		**$ (1,868)**		**$ (1,868)**		**$ (1,653)**		
Roadway Impact Fee Fund (45)									
Roadway Impact Fee Fund Revenues	$ 117,270	$ 892	$ 117,270	100.0%	$ 100,300	$ 3,978	$ 53,675	53.5%	$ 46,625
Roadway Impact Fee Fund Exp	0	-	-	0.0%	0	-	-	0.0%	0
Revenues Over (Under) Expenditures	**117,270**	**892**	**117,270**		**100,300**	**3,978**	**53,675**		
Transfers (Out)	(137,525)	(11,460)	(137,525)	100.0%	(107,525)	(8,960)	(107,525)	100.0%	-
Net Change in Fund Balance	**(20,255)**	**(10,568)**	**(20,255)**		**(7,225)**	**(4,982)**	**(53,850)**		
Beginning Fund Balance - October 1	**643,859**		**643,859**		**623,604**		**623,604**		
Ending Fund Balance - *year-to-date*	**$ 623,604**		**$ 623,604**		**$ 616,379**		**$ 569,754**		

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

SPECIAL REVENUE FUNDS									
	PRIOR YEAR FY2022				CURRENT YEAR FY2023				
Fund / Description	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	$ 98	$ 200,665	100.0%	$ 68,488	$ 1,197	$ 79,265	115.7%	$ (10,777)
TIF #1 New Hope Fund Expenditures	0	-	-	0.0%	0	19,195	48,848	100.0%	(48,848)
Revenues Over (Under) Expenditures	**200,665**	**98**	**200,665**		**68,488**	**(17,998)**	**30,416**		
Transfers In	10,000	833	10,000	100.0%	165,593	833	167,883	101.4%	(2,290)
Net Change in Fund Balance	**210,665**	**932**	**210,665**		**234,081**	**(17,164)**	**198,299**		
Beginning Fund Balance - October 1	**(231,687)**		**(231,687)**		**(21,022)**		**(21,022)**		
Ending Fund Balance - *year-to-date*	**$ (21,022)**		**$ (21,022)**		**$ 213,059**		**$ 177,277**		
Hotel/Motel Tax Fund (30)									
Hotel/Motel Tax Fund Revenues	$ 12,365	$ 77	$ 12,365	100.0%	$ 9,120	$ 256	$ 27,723	304.0%	$ (18,603)
Hotel/Motel Tax Fund Expenditures	0	-	-	0.0%	20,000	-	13,058	65.3%	6,942
Revenues Over (Under) Expenditures	**12,365**	**77**	**12,365**		**(10,880)**	**256**	**14,665**		
Beginning Fund Balance - October 1	**29,562**		**29,562**		**41,927**		**41,927**		
Ending Fund Balance - *year-to-date*	**$ 41,927**		**$ 41,927**		**$ 31,047**		**$ 56,592**		
Police Seizure Fund (31)									
Police Seizure Fund Revenues	$ 2,987	$ 6	$ 2,987	100.0%	$ 1,403	$ 17	$ 125	8.9%	$ 1,278
Police Seizure Fund Expenditures	0	-	-	0.0%	12,000	-	-	0.0%	12,000
Revenues Over (Under) Expenditures	**2,987**	**6**	**2,987**		**(10,597)**	**17**	**125**		
Beginning Fund Balance - October 1	**663**		**663**		**3,650**		**3,650**		
Ending Fund Balance - *year-to-date*	**$ 3,650**		**$ 3,650**		**$ (6,947)**		**$ 3,775**		
LEOSE Fund (34)									
LEOSE Fund Revenues	$ 1,422	$ 2	$ 1,422	100.0%	$ 1,747	$ 4	$ 1,438	82.3%	$ 309
LEOSE Fund Expenditures	2,307	-	2,307	100%	1,747	-	1,590	91.0%	157
Revenues Over (Under) Expenditures	**(885)**	**2**	**(885)**		**0**	**4**	**(152)**		
Beginning Fund Balance - October 1	**1,886**		**1,886**		**1,002**		**1,002**		
Ending Fund Balance - *year-to-date*	**$ 1,002**		**$ 1,002**		**$ 1,002**		**$ 850**		
Disaster Recovery Fund (35)									
Disaster Recovery Fund Revenues	$ 146,353	$ 139,624	$ 146,353	100.0%	$ 1,955,000	$ 8,337	$ 66,187	3.4%	$ 1,888,813
Disaster Recovery Fund Expenditures	139,053	3,040	139,053	100.0%	1,955,000	(55,525)	231,903	11.9%	1,723,097
Revenues Over (Under) Expenditures	**7,300**	**136,584**	**7,300**		**0**	**63,862**	**(165,716)**		
Beginning Fund Balance - October 1	**-**		**-**		**7,300**		**7,300**		
Ending Fund Balance - *year-to-date*	**$ 7,300**		**$ 7,300**		**$ 7,300**		**$ (158,416)**		

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

OTHER FUNDS									
	PRIOR YEAR FY2022				CURRENT YEAR FY2023				
Fund / Description	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	$ 20,300	$ 243,723	100.0%	$ 153,400	$ 127,705	$ 332,807	217.0%	$ (179,407)
Capital Replacement Fund Expenditures	679,483	520,882	679,483	100.0%	167,153	123,412	242,160	144.9%	(75,007)
Revenues Over (Under) Expenditures	**(435,760)**	**(500,582)**	**(435,760)**		**(13,753)**	**4,293**	**90,646**		
Beginning Fund Balance - October 1	**36,503**		**36,503**		**(399,257)**		**(399,257)**		
Ending Fund Balance - *year-to-date*	**$ (399,257)**		**$ (399,257)**		**$ (413,010)**		**$ (308,611)**		
Court Security Fund (12)									
Court Security Fund Revenues	$ 4,110	$ 412	$ 4,110	100.0%	$ 2,950	$ 879	$ 5,398	183.0%	$ (2,448)
Court Security Fund Expenditures	0	-	-	0.0%	12,000	302	5,092	42.4%	6,908
Revenues Over (Under) Expenditures	**4,110**	**412**	**4,110**		**(9,050)**	**578**	**306**		
Beginning Fund Balance - October 1	**25,248**		**25,248**		**29,358**		**29,358**		
Ending Fund Balance - *year-to-date*	**$ 29,358**		**$ 29,358**		**$ 20,308**		**$ 29,664**		
Court Technology Fund (16)									
Court Technology Fund Revenues	$ 3,437	$ 326	$ 3,437	100.0%	$ 2,040	$ 496	$ 5,185	254.2%	$ (3,145)
Court Technology Fund Expenditures	0	-	-	0.0%	0	8,374	8,481	100.0%	(8,481)
Revenues Over (Under) Expenditures	**3,437**	**326**	**3,437**		**2,040**	**(7,878)**	**(3,296)**		
Beginning Fund Balance - October 1	**14,332**		**14,332**		**17,769**		**17,769**		
Ending Fund Balance - *year-to-date*	**$ 17,769**		**$ 17,769**		**$ 19,809**		**$ 14,473**		
Street Improvement Fund (17)									
Street Improvement Fund Revenues	$ 923,743	$ 109,594	$ 923,743	100.0%	$ 901,630	$ 90,040	$ 788,820	87.5%	$ 112,810
Street Improvement Fund Expenditures	784,440	84,565	784,440	100.0%	869,603	119,494	842,890	96.9%	26,713
Revenues Over (Under) Expenditures	**139,303**	**25,029**	**139,303**		**32,027**	**(29,454)**	**(54,069)**		
Transfers In	19,995	-	19,995	100.0%	112,248	9,354	112,248	100.0%	-
Transfers (Out)	(37,142)	(3,095)	(37,142)	100.0%	(151,797)	(12,650)	(151,797)	100.0%	-
Net Change in Fund Balance	**122,156**	**21,934**	**122,156**		**(7,522)**	**(32,750)**	**(93,618)**		
Beginning Fund Balance - October 1	**262,500**		**262,500**		**384,656**		**384,656**		
Ending Fund Balance - *year-to-date*	**$ 384,656**		**$ 384,656**		**$ 377,134**		**$ 291,038**		
Juvenile Case Manager Fund (18)									
Juvenile Case Manager Fund Revenues	$ 500	$ 19	$ 500	100.0%	$ 525	$ 42	$ 560	106.6%	$ (35)
Juvenile Case Manager Fund Exp	0	-	-	0.0%	0	-	-	0.0%	0
Revenues Over (Under) Expenditures	**500**	**19**	**500**		**525**	**42**	**560**		
Beginning Fund Balance - October 1	**8,123**		**8,123**		**8,623**		**8,623**		
Ending Fund Balance - *year-to-date*	**$ 8,623**		**$ 8,623**		**$ 9,148**		**$ 9,183**		
Park Recovery/Donation Fund (41)									
Park Rec/Donation Fund Revenues	$ 26,674	$ 9,652	$ 26,674	100.0%	$ 120	$ 335	$ 5,336	4446.9%	$ (5,216)
Park Rec/Donation Fund Expenditures	26,497	(4,278)	26,497	100.0%	33,070	$ 14,708	14,922	45.1%	18,148
Revenues Over (Under) Expenditures	**177**	**13,930**	**177**		**(32,950)**	**(14,373)**	**(9,586)**		
Beginning Fund Balance - October 1	**(244)**		**(244)**		**(67)**		**(67)**		
Ending Fund Balance - *year-to-date*	**$ (67)**		**$ (67)**		**$ (33,017)**		**$ (9,653)**		

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

OTHER FUNDS - *continued*

	PRIOR YEAR FY2022				CURRENT YEAR FY2023				
Fund / Description	**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	$ 133	$ 481	100.0%	$ 300	$ 324	$ 7,429	2476.3%	$ (7,129)
Tree Restoration Fund Expenditures	0	-	-	0.0%	30,000	-	-	0.0%	30,000
Revenues Over (Under) Expenditures	**481**	**132.67**	**481**		**(29,700)**	**324**	**7,429**		
Beginning Fund Balance - October 1	**71,054**		**71,054**		**71,535**		**71,535**		
Ending Fund Balance - *year-to-date*	**$ 71,535**		**$ 71,535**		**$ 41,835**		**$ 78,964**		
Unclaimed Property Fund (85)									
Unclaimed Property Fund Revenues	$ 13	$ 4	$ 13	100.0%	$ 4	$ -	$ 18	443.8%	$ (14)
Unclaimed Property Fund Expenditures	0	-	-	0.0%	20	-	-	0.0%	20
Revenues Over (Under) Expenditures	**13**	**4**	**13**		**(16)**	**-**	**18**		
Transfers (Out)	0	-	-	0.0%	(1,900)	-	-	0.0%	(1,900)
Net Change in Fund Balance	**13**	**4**	**13**		**(1,916)**	**-**	**18**		
Beginning Fund Balance - October 1	**303**		**303**		**316**		**316**		
Ending Fund Balance - *year-to-date*	**$ 316**		**$ 316**		**$ (1,600)**		**$ 334**		

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

EDC FUNDS									
	PRIOR YEAR FY2022				CURRENT YEAR FY2023				
Fund / Description	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	$ 113,633	$ 977,174	100.0%	$ 1,019,621	$ 180,309	$ 1,058,441	103.8%	$ (38,820)
EDC Fund Expenditures									
Operations Expenditures	100,598	27,863	100,598	100.0%	583,292	54,061	517,531	88.7%	65,761
Debt Service Expenditures	173,383	(136,059)	173,383	100.0%	314,347	-	306,463	97.5%	7,884
Town Shopping Center Expenditures	59,662	3,559	59,662	100.0%	66,089	6,004	73,091	110.6%	(7,002)
Total EDC Fund Expenditures	333,643	(104,637)	333,643	100.0%	963,728	60,065	897,085	93.1%	66,643
Revenues Over (Under) Expenditures	**643,531**	**218,270**	**643,531**		**55,893**	**120,244**	**161,356**		
Transfers (Out)	(286,796)	(153,096)	(286,796)	0.0%	(56,124)	(4,677)	(56,124)	100.0%	-
Net Change in Fund Balance	**356,735**	**65,175**	**356,735**		**(231)**	**115,567**	**105,232**		
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**		**$ 2,005,520**		**$ 2,005,289**		**$ 2,110,752**		
Average Daily Annual Expenditures	**$ 1,700**				**$ 2,794**				
Days of Fund Balance	**1,180**		**1,180**		**718**		**755**		
EDC Bond Reserve Fund (95)									
EDC Bond Reserve Fund Revenues	$ 851	$ 235	$ 851	100.0%	$ 1,500	$ 593	$ 4,350	290.0%	$ (2,850)
EDC Bond Reserve Fund Expenditures	0	-	-	0.0%	0	-	-	0.0%	0
Revenues Over (Under) Expenditures	**851**	**235**	**851**		**1,500**	**593**	**4,350**		
Beginning Fund Balance - October 1	**125,724**		**125,724**		**126,575**		**126,575**		
Ending Fund Balance - *year-to-date*	**$ 126,575**		**$ 126,575**		**$ 128,075**		**$ 130,925**		

City of KENNEDALE Texas EST. 1887 YOU'RE HERE YOUR HOME	**CITY OF KENNEDALE** **MONTHLY FINANCIAL REPORT** **Month Ended October 2023** **EXECUTIVE OVERVIEW**

TO	Mayor and Members of City Council Darrell Hull, City Manager
FROM	Jon Horton, Finance Director
DATE	November 20, 2023
SUBJECT	Monthly Financial Report for October 2023

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

Fiscal Year 2023 Actual for Year totals are estimated as indicated.

Results through October represent 8.3% of the fiscal year.

GENERAL FUND (01)

- ◊ Property tax revenues received year-to-date $159,216; 2.7% of total budget; prior year receipts through October were 3.4% of total
- ◊ Sales tax revenues received year-to-date $623; 0.4% of total budget; receipts from the State are two months delayed; i.e. October sales taxes are received in December
- ◊ General Fund expenditures year-to-date $383,716; 3.7% of total budget
- ◊ Fund Balance year-to-date is $2,884,297; 101 days of total budgeted expenditures and transfers out

WATER/SEWER FUND (10)

- ◊ Water service sales year-to-date $251,575; 8.7% of budget
- ◊ Sewer service sales year-to-date $154,311; 9.0% of budget
- ◊ Utility Billing and Operations expenditures year-to-date $328,947; 9.1% of total budget

STORMWATER FUND (07)

- ◊ Drainage fees year-to-date $22,761; 8.4% of budget
- ◊ Stormwater Fund expenditures year-to-date $20,334, 9.4% of total budget

EDC FUND (15)

- ◊ Sales tax revenues received year-to-date $208; 0.3% of total budget; receipts from the State are two months delayed; i.e. October sales taxes are received in December
- ◊ Rental fees for the Shopping Center year-to-date $0
- ◊ EDC Operations expenditures year-to-date $37,966; 5.3% of total budget
- ◊ EDC Town Shopping Center expenditures year-to-date $0

CITY OF KENNEDALE MONTHLY FINANCIAL REPORT
Month Ended October 2023

GENERAL FUND (01)									
	PRIOR YEAR FY2023				CURRENT YEAR FY2024				
Fund / Description	**Actual for Year (estimated)**	**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	$ 5,763,918	$ 153,889	$ 153,889	2.7%	$ 5,980,866	$ 159,216	$ 159,216	2.7%	$ 5,821,650
Sales Taxes	2,054,992	7,680	7,680	0.4%	1,991,717	623	623	0.0%	1,991,094
Grants and Contributions	135,199	11,000	11,000	8.1%	-	-	-	0.0%	-
Licenses and Permits	281,185	18,165	18,165	6.5%	449,884	41,387	41,387	9.2%	408,497
Fines and Fees	232,568	18,054	18,054	7.8%	215,000	28,048	28,048	13.0%	186,952
Charges for Services	244,123	5,208	5,208	2.1%	225,000	17,859	17,859	7.9%	207,141
Intergovernmental	172,550	-	-	0.0%	165,000	-	-	0.0%	165,000
All Other Revenues	195,801	4,740	4,740	2.4%	154,999	73,521	73,521	47.4%	81,478
Total General Fund Revenues	**9,080,336**	**218,734**	**218,734**	**2.4%**	**9,182,466**	**320,653**	**320,653**	**3.5%**	**8,861,813**
GENERAL FUND EXPENDITURES									
City Manager - Dept 01	338,058	9,137	9,137	2.7%	366,952	13,361	13,361	3.6%	353,591
Mayor/Council - Dept 02	151,043	4,945	4,945	3.3%	187,100	(4,115)	(4,115)	-2.2%	191,215
City Secretary - Dept 03	160,746	2,693	2,693	1.7%	194,147	15,175	15,175	7.8%	178,972
Municipal Court - Dept 04	182,530	6,003	6,003	3.3%	225,108	9,316	9,316	4.1%	215,792
Human Resources - Dept 05	163,375	8,170	8,170	5.0%	224,532	5,825	5,825	2.6%	218,707
Finance - Dept 07	470,303	(2,944)	(2,944)	-0.6%	545,262	28,926	28,926	5.3%	516,336
Police - Dept 09	3,479,315	259,494	259,494	7.5%	3,606,007	120,829	120,829	3.4%	3,485,178
Fire - Dept 10	2,660,648	124,915	124,975	4.7%	2,961,998	111,614	111,614	3.8%	2,850,384
Community Development - Dept 12	617,266	24,907	24,907	4.0%	664,041	12,980	12,980	2.0%	651,061
Senior Citizen Center - Dept 16	48,584	4,658	4,658	9.6%	53,172	2,055	2,055	3.9%	51,117
Library - Dept 17	389,274	20,131	20,131	5.2%	501,153	18,098	18,098	3.6%	483,055
Communications - Dept 18	-	-	-	0.0%	26,100	-	-	0.0%	26,100
Non Departmental - Dept 90	544,203	249,311	249,311	46%	701,667	49,653	49,653	7.1%	652,014
Total General Fund Expenditures	**9,205,344**	**711,421**	**711,481**	**7.7%**	**10,257,239**	**383,716**	**383,716**	**3.7%**	**9,873,523**
Revenues Over (Under) Expenditures	**(125,008)**	**(492,687)**	**(492,747)**		**(1,074,773)**	**(63,063)**	**(63,063)**		
Transfers In	1,193,374	48,274	48,274	4.0%	1,263,732	105,025	105,025	8.3%	1,158,708
Transfers (Out)	(391,090)	(15,210)	(15,210)	3.9%	(188,958)	(15,747)	(15,747)	8.3%	(173,212)
Net Change in Fund Balance	**677,276**	**(459,623)**	**(459,683)**		**1**	**26,215**	**26,215**		
Beginning Fund Balance - October 1	**2,180,806**		**2,180,806**		**2,858,082**		**2,858,082**		
Ending Fund Balance - *year-to-date*	**$ 2,858,082**		**$ 1,721,123**		**$ 2,858,083**		**$ 2,884,297**		
Average Daily Annual Expenditures	**$ 26,292**				**$ 28,620**				
Days of Fund Balance	**109**		**65**		**100**		**101**		

CITY OF KENNEDALE MONTHLY FINANCIAL REPORT
Month Ended October 2023

UTILITY FUNDS									
	PRIOR YEAR FY2023				CURRENT YEAR FY2024				
Fund / Description	**Actual for Year *(estimated)***	**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	$ 304,330	$ 24,136	$ 24,136	7.9%	$ 272,850	$ 26,008	$ 26,008	9.5%	$ 246,842
Stormwater Utility Fund Expenditures	202,014	525	525	0.3%	215,655	20,344	20,344	9.4%	195,311
Revenues Over (Under) Expenditures	**102,316**	**23,611**	**23,611**		**57,195**	**5,664**	**5,664**		
Beginning Fund Balance - October 1	**676,394**		**676,394**		**778,710**		**778,710**		
Ending Fund Balance - *year-to-date*	**$ 778,710**		**$ 700,005**		**$ 835,905**		**$ 784,374**		
Average Daily Annual Expenditures	**$ 553**				**$ 591**				
Days of Fund Balance	**1407**		**1265**		**1415**		**1328**		
Water/Sewer Fund (10)									
Water/Sewer Fund Revenues	$ 20,898,648	$ 459,809	$ 459,809	2.2%	$ 5,022,628	$ 488,518	$ 488,518	9.7%	$ 4,534,110
Water/Sewer Fund Expenditures									
Utility Billing - Dept 01	2,045,647	96,922	96,922	4.7%	1,450,700	58,947	58,947	4.1%	1,391,753
Operations - Dept 02	1,882,616	216,196	216,196	11.5%	2,172,320	270,000	270,000	12.4%	1,902,320
Debt Service - Dept 03	613,060	-	-	0.0%	295,312	-	-	0.0%	295,312
Capital Projects - Dept 04	380,387	-	-	0.0%	8,315,000	-	-	0.0%	8,315,000
Non Departmental - Dept 90	760,019	87,140	87,140	11.5%	757,450	58,735	58,735	7.8%	698,715
Total Water/Sewer Fund Expenditures	5,681,729	400,259	400,259	7.0%	12,990,782	387,682	387,682	3.0%	12,603,100
Revenues Over (Under) Expenditures	**15,216,919**	**59,550**	**59,550**		**(7,968,154)**	**100,836**	**100,836**		
Transfers In	187,525	15,627	15,627	8.3%	187,525	15,627	15,627	8.3%	171,898
Net Change in Fund Balance	**15,404,444**	**75,177**	**75,177**		**(7,780,629)**	**116,463**	**116,463**		
Beginning Fund Balance - October 1	**2,324,284**		**2,324,284**		**17,728,728**		**17,728,728**		
Ending Fund Balance - *year-to-date*	**$ 17,728,728**		**$ 2,399,461**		**$ 9,948,099**		**$ 17,845,192**		
Average Daily Annual Expenditures	**$ 15,566**				**$ 35,591**				
Days of Fund Balance	**1139**		**154**		**280**		**501**		
Water Impact Fee Fund (61)									
Water Impact Fund Revenues	$ 18,848	$ 126	$ 126	0.7%	$ 58,752	$ 1,794	$ 1,794	3.1%	$ 56,958
Water Impact Fund Expenditures	-	-	-	0.0%	-	-	-	0.0%	-
Revenues Over (Under) Expenditures	**18,848**	**126**	**126**		**58,752**	**1,794**	**1,794**		
Transfers (Out)	(30,000)	-	-	0.0%	(30,000)	(2,500)	(2,500)	8.3%	(27,500)
Net Change in Fund Balance	**(11,152)**	**126**	**126**		**28,752**	**(706)**	**(706)**		
Beginning Fund Balance - October 1	**109,672**		**109,672**		**98,520**		**98,520**		
Ending Fund Balance - *year-to-date*	**$ 98,520**		**$ 109,798**		**$ 127,272**		**$ 97,814**		
Sewer Impact Fee Fund (62)									
Fund 62 Sewer Impact Fund Revenues	$ 19,229	$ 209	$ 209	1.1%	$ 111,348	$ 2,473	$ 2,473	2.2%	$ 108,875
Fund 62 Sewer Impact Fund Expenditures	-	-	-	0.0%	-	-	-	0.0%	-
Revenues Over (Under) Expenditures	**19,229**	**209**	**209**		**111,348**	**2,473**	**2,473**		
Transfers (Out)	(60,000)	(5,000)	(5,000)	8.3%	(60,000)	(5,000)	(5,000)	8.3%	(55,000)
Net Change in Fund Balance	**(40,772)**	**(4,791)**	**(4,791)**		**51,348**	**(2,527)**	**(2,527)**		
Beginning Fund Balance - October 1	**184,924**		**184,924**		**144,153**		**144,153**		
Ending Fund Balance - *year-to-date*	**$ 144,153**		**$ 180,133**		**$ 195,501**		**$ 141,626**		

CITY OF KENNEDALE MONTHLY FINANCIAL REPORT
Month Ended October 2023

DEBT SERVICE FUND (02)									
	PRIOR YEAR FY2023				CURRENT YEAR FY2024				
Fund / Description	**Actual for Year *(estimated)***	**Current Month**	**Year To Date**	**% Received/ Expended YTD**	**Approved Budget**	**Current Month**	**Year To Date**	**% Received/ Expended YTD**	**Remaining Budget**
Debt Service Fund Revenues	$ 1,588,320	$ 38,951	$ 38,651	2.4%	$ 2,683,268	$ 63,789	$ 63,789	2.4%	$ 2,619,479
Debt Service Fund Expenditures	1,724,475	-	-	0.0%	2,564,324	-	-	0.0%	2,564,324
Revenues Over (Under) Expenditures	(136,154)	38,951	38,651		118,944	63,789	63,789		
Beginning Fund Balance - October 1	**838,142**		**838,142**		**701,988**		**701,988**		
Ending Fund Balance - *year-to-date*	**701,988**		**876,793**		**820,932**		**765,777**		

CITY OF KENNEDALE MONTHLY FINANCIAL REPORT
Month Ended October 2023

CAPITAL PROJECT FUNDS									
	PRIOR YEAR FY2023				CURRENT YEAR FY2024				
Fund / Description	Actual for Year *(estimated)*	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	$ 92,281	$ 13,306	$ 13,306	14.4%	$ 95,700	$ 755	$ 755	0.8%	$ 94,945
Capital Projects Fund Expenditures	-	-	-	0.0%	-	-	-	0.0%	-
Revenues Over (Under) Expenditures	**92,281**	**13,306**	**13,306**		**95,700**	**755**	**755**		
Transfers (Out)	(104,800)	-	-	0.0%	(108,055)			0.0%	(108,055)
Net Change in Fund Balance	**(12,519)**	**13,306**	**13,306**		**(12,355)**	**755**	**755**		
Beginning Fund Balance - October 1	**174,591**		**174,591**		**162,072**		**162,072**		
Ending Fund Balance - *year-to-date*	**$ 162,072**		**$ 187,897**		**$ 149,717**		**$ 162,827**		
Capital Bond Fund (13)									
Capital Bond Fund Revenues	$ 2,806,125	$ 9,517	$ 9,517	0.3%	$ 173,250	$ 39,295	$ 39,295	22.7%	$ 133,955
Capital Bond Fund Expenditures	2,040,169	13,140	-	0.0%	6,768,295	78,019	78,019	1.2%	6,690,276
Revenues Over (Under) Expenditures	**765,956**	**(3,623)**	**9,517**		**(6,595,045)**	**(38,724)**	**(38,724)**		
Beginning Fund Balance - October 1	**8,057,939**		**8,057,939**		**8,823,895**		**8,823,895**		
Ending Fund Balance - *year-to-date*	**$ 8,823,895**		**$ 8,067,456**		**$ 2,228,850**		**$ 8,785,171**		
Park Dedication Fund (14)									
Park Dedication Fund Revenues	$ 36,086	$ 804	$ 804	2.2%	$ 27,000	$ 3,694	$ 3,694	13.7%	$ 23,306
Park Dedication Fund Expenditures	177,820	-	-	0.0%	45,000	-	-	0.0%	45,000
Revenues Over (Under) Expenditures	**(141,734)**	**804**	**804**		**(18,000)**	**3,694**	**3,694**		
Beginning Fund Balance - October 1	**699,736**		**699,736**		**558,002**		**558,002**		
Ending Fund Balance - *year-to-date*	**$ 558,002**		**$ 700,540**		**$ 540,002**		**$ 561,696**		
Library Building Fund (32)									
Library Building Fund Revenues	$ 215	$ 17	$ 17	7.8%	$ 202	$ 34	$ 34	16.6%	$ 168
Library Building Fund Expenditures	-	-	-	0.0%	-	-	-	0.0%	-
Revenues Over (Under) Expenditures	**215**	**17**	**17**		**202**	**34**	**34**		
Beginning Fund Balance - October 1	**(1,868)**		**(1,868)**		**(1,653)**		**(1,653)**		
Ending Fund Balance - *year-to-date*	**$ (1,653)**		**$ (1,851)**		**$ (1,451)**		**$ (1,619)**		
Roadway Impact Fee Fund (45)									
Roadway Impact Fee Fund Revenues	$ 53,675	$ 622	$ 622	1.2%	$ 141,695	$ 3,919	$ 3,919	2.8%	$ 137,776
Roadway Impact Fee Fund Exp	-	-	-	0.0%	-	-	-	0.0%	-
Revenues Over (Under) Expenditures	**53,675**	**622**	**622**		**141,695**	**3,919**	**3,919**		
Transfers (Out)	(107,525)	(21,460)	(21,460)	20.0%	(107,525)	(8,960)	(8,960)	8.3%	(98,565)
Net Change in Fund Balance	**(53,850)**	**(20,838)**	**(20,838)**		**34,170**	**(5,041)**	**(5,041)**		
Beginning Fund Balance - October 1	**623,604**		**623,604**		**569,754**		**569,754**		
Ending Fund Balance - *year-to-date*	**$ 569,754**		**$ 602,766**		**$ 603,924**		**$ 564,713**		

CITY OF KENNEDALE MONTHLY FINANCIAL REPORT
Month Ended October 2023

SPECIAL REVENUE FUNDS									
	PRIOR YEAR FY2023				CURRENT YEAR FY2024				
Fund / Description	**Actual for Year *(estimated)***	**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	$ 236,314	$ 88	$ 88	0.0%	$ 232,406	$ 1,141	$ 1,141	0.5%	$ 231,266
TIF #1 New Hope Fund Expenditures	48,848	-	-	0.0%	378,229	-	-	0.0%	378,229
Revenues Over (Under) Expenditures	$ 187,466	$ 88	$ 88		$ (145,823)	$ 1,141	$ 1,141		
Transfers In	10,833	10,000	10,000	92.3%	10,000	833	833	8.3%	9,167
Net Change in Fund Balance	**198,299**	**10,088**	**10,088**		**(135,823)**	**1,974**	**1,974**		
Beginning Fund Balance - October 1	**(21,022)**		**(21,022)**		**177,277**		**177,277**		
Ending Fund Balance - *year-to-date*	**$ 177,277**		**$ (10,934)**		**$ 41,454**		**$ 179,251**		
Hotel/Motel Tax Fund (30)									
Hotel/Motel Tax Fund Revenues	$ 27,923	$ 5,007	$ 5,007	17.9%	$ 25,000	$ 271	$ 271	1.1%	$ 24,729
Hotel/Motel Tax Fund Expenditures	13,258	-	-	0.0%	12,000	-	-	0.0%	12,000
Revenues Over (Under) Expenditures	**$ 14,665**	**$ 5,007**	**$ 5,007**		**$ 13,000**	**$ 271**	**$ 271**		
Beginning Fund Balance - October 1	**41,927**		**41,927**		**56,592**		**56,592**		
Ending Fund Balance - *year-to-date*	**$ 56,592**		**$ 46,934**		**$ 69,592**		**$ 56,863**		
Police Seizure Fund (31)									
Police Seizure Fund Revenues	$ 125	$ 4	$ 4	3.4%	$ 80	$ 17	$ 17	21.1%	$ 63
Police Seizure Fund Expenditures	-	-	-	0.0%	3,810	-	-	0.0%	3,810
Revenues Over (Under) Expenditures	**$ 125**	**$ 4**	**$ 4**		**$ (3,730)**	**$ 17**	**$ 17**		
Beginning Fund Balance - October 1	**3,650**		**3,650**		**3,775**		**3,775**		
Ending Fund Balance - *year-to-date*	**$ 3,775**		**$ 3,654**		**$ 45**		**$ 3,792**		
LEOSE Fund (34)									
LEOSE Fund Revenues	$ 1,438	$ 1	$ 1	0.1%	$ 1,421	$ 4	$ 4	0.3%	$ 1,417
LEOSE Fund Expenditures	1,590	-	-	0.0%	1,500	-	-	0.0%	1,500
Revenues Over (Under) Expenditures	**$ (152)**	**$ 1**	**$ 1**		**$ (79)**	**$ 4**	**$ 4**		
Beginning Fund Balance - October 1	**1,002**		**1,002**		**850**		**850**		
Ending Fund Balance - *year-to-date*	**$ 850**		**$ 1,003**		**$ 771**		**$ 854**		
Disaster Recovery Fund (35)									
Disaster Recovery Fund Revenues	$ 66,187	$ 2,392	$ 2,392	3.6%	$ 1,991,000	$ 8,429	$ 8,429	0.4%	$ 1,982,571
Disaster Recovery Fund Expenditures	231,903	2,018	2,018	0.9%	2,039,300	260	260	0.0%	2,039,040
Revenues Over (Under) Expenditures	**$ (165,716)**	**$ 374**	**$ 374**		**$ (48,300)**	**$ 8,169**	**$ 8,169**		
Beginning Fund Balance - October 1	**7,300**		**7,300**		**(158,416)**		**(158,416)**		
Ending Fund Balance - *year-to-date*	**$ (158,416)**		**$ 7,674**		**$ (206,716)**		**$ (150,247)**		

CITY OF KENNEDALE MONTHLY FINANCIAL REPORT
Month Ended October 2023

OTHER FUNDS									
	PRIOR YEAR FY2023				CURRENT YEAR FY2024				
Fund / Description	Actual for Year *(estimated)*	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	$ 332,807	$ 23,297	$ 23,297	7.0%	$ 166,850	$ 11,600	$ 11,600	7.0%	$ 155,250
Capital Replacement Fund Expenditures	242,160	115,516	115,516	47.7%	97,103	9,396	9,396	9.7%	87,707
Revenues Over (Under) Expenditures	**90,646**	**(92,219)**	**(92,219)**		**69,747**	**2,204**	**2,204**		
Beginning Fund Balance - October 1	**(399,257)**		**(399,257)**		**(308,611)**		**(308,611)**		
Ending Fund Balance - *year-to-date*	**$ (308,611)**		**$ (491,476)**		**$ (238,864)**		**$ (306,407)**		
Court Security Fund (12)									
Court Security Fund Revenues	$ 5,398	$ 507	$ 507	9.4%	$ 3,850	$ 728	$ 728	18.9%	$ 3,122
Court Security Fund Expenditures	5,092	-	-	0.0%	10,000	-	-	0.0%	10,000
Revenues Over (Under) Expenditures	**305**	**507**	**507**		**(6,150)**	**728**	**728**		
Beginning Fund Balance - October 1	**29,358**		**29,358**		**29,663**		**29,663**		
Ending Fund Balance - *year-to-date*	**$ 29,663**		**$ 29,865**		**$ 23,513**		**$ 30,392**		
Court Technology Fund (16)									
Court Technology Fund Revenues	$ 5,185	$ 414	$ 414	8.0%	$ 4,050	$ 551	$ 551	13.6%	$ 3,499
Court Technology Fund Expenditures	8,481	-	-	0.0%	10,000	700	700	7.0%	9,300
Revenues Over (Under) Expenditures	**(3,296)**	**414**	**414**		**(5,950)**	**(149)**	**(149)**		
Beginning Fund Balance - October 1	**17,769**		**17,769**		**14,473**		**14,473**		
Ending Fund Balance - *year-to-date*	**$ 14,473**		**$ 18,183**		**$ 8,523**		**$ 14,324**		
Street Improvement Fund (17)									
Street Improvement Fund Revenues	$ 788,820	$ 42,155	$ 42,155	5.3%	$ 857,010	$ 13,507	$ 13,507	1.6%	$ 843,503
Street Improvement Fund Expenditures	842,890	39,135	39,135	4.6%	1,186,498	25,080	25,080	2.1%	1,161,418
Revenues Over (Under) Expenditures	**(54,069)**	**3,020**	**3,020**		**(329,488)**	**(11,573)**	**(11,573)**		
Transfers In	112,248	-	-	0.0%	191,998	16,000	16,000	8.3%	175,998
Transfers (Out)	(151,797)	(3,095)	(3,095)	2.0%	(155,235)	(12,936)	(12,936)	8.3%	(142,299)
Net Change in Fund Balance	**(93,618)**	**(76)**	**(76)**		**(292,725)**	**(8,510)**	**(8,509)**		
Beginning Fund Balance - October 1	**384,656**		**384,656**		**291,038**		**291,038**		
Ending Fund Balance - *year-to-date*	**$ 291,038**		**$ 384,580**		**$ (1,687)**		**$ 282,529**		
Juvenile Case Manager Fund (18)									
Juvenile Case Manager Fund Revenues	$ 560	$ 35	$ 35	6.2%	$ 490	$ 46	$ 46	9.4%	$ 444
Juvenile Case Manager Fund Exp	-	-	-	0.0%	7,000	-	-	0.0%	7,000
Revenues Over (Under) Expenditures	**560**	**35**	**35**		**(6,510)**	**46**	**46**		
Beginning Fund Balance - October 1	**8,623**		**8,623**		**9,183**		**9,183**		
Ending Fund Balance - *year-to-date*	**$ 9,183**		**$ 8,658**		**$ 2,673**		**$ 9,229**		
Park Recovery/Donation Fund (41)									
Park Rec/Donation Fund Revenues	$ 5,336	$ 21	$ 21	0.4%	$ 5,625	$ 119	$ 119	2.1%	$ 5,506
Park Rec/Donation Fund Expenditures	14,922	244	244	1.6%	7,853	85	85	1.1%	7,768
Revenues Over (Under) Expenditures	**(9,585)**	**(223)**	**(223)**		**(2,228)**	**34**	**34**		
Beginning Fund Balance - October 1	**(67)**		**(67)**		**(9,652)**		**(9,652)**		
Ending Fund Balance - *year-to-date*	**$ (9,652)**		**$ (290)**		**$ (11,880)**		**$ (9,619)**		

CITY OF KENNEDALE MONTHLY FINANCIAL REPORT
Month Ended October 2023

OTHER FUNDS - *continued*

Fund / Description	PRIOR YEAR FY2023 Actual for Year (estimated)	PRIOR YEAR FY2023 Current Month	PRIOR YEAR FY2023 Year To Date	PRIOR YEAR FY2023 % Received/ Expended YTD	CURRENT YEAR FY2024 Approved Budget	CURRENT YEAR FY2024 Current Month	CURRENT YEAR FY2024 Year To Date	CURRENT YEAR FY2024 % Received/ Expended YTD	CURRENT YEAR FY2024 Remaining Budget
Grant Fund Fund (40)									
Grant Fund Revenues				N/A	$ 675,000	$ 10,266	$ 10,266	1.5%	$ 664,734
Grant Fund Expenditures				N/A	675,000	-	-	0.0%	675,000
Revenues Over (Under) Expenditures	**-**	**-**	**-**		**-**	**10,266**	**10,266**		
Beginning Fund Balance - October 1	**-**		**-**		**-**		**-**		
Ending Fund Balance - *year-to-date*	**$ -**		**$ -**		**$ -**		**$ 10,266**		
Tree Restoration Fund (83)									
Tree Restoration Fund Revenues	$ 7,429	$ 82	$ 82	1.1%	$ 6,550	$ 318	$ 318	4.8%	$ 6,232
Tree Restoration Fund Expenditures	-	-	-	0.0%	-	-	-	0.0%	-
Revenues Over (Under) Expenditures	**7,429**	**82**	**82**		**6,550**	**318**	**318**		
Beginning Fund Balance - October 1	**71,535**		**71,535**		**78,964**		**78,964**		
Ending Fund Balance - *year-to-date*	**$ 78,964**		**$ 71,617**		**$ 85,514**		**$ 79,282**		
Unclaimed Property Fund (85)									
Unclaimed Property Fund Revenues	$ 18	$ 2	$ 2	12.7%	$ 20	$ -	$ -	0.0%	$ 20
Unclaimed Property Fund Expenditures	-	-	-	0.0%	-	-	-	0.0%	-
Revenues Over (Under) Expenditures	**18**	**2**	**2**		**20**	**-**	**-**		
Transfers (Out)	0	-	-	0.0%	-	-	-	0.0%	-
Net Change in Fund Balance	**18**	**2**	**2**		**20**	**-**	**-**		
Beginning Fund Balance - October 1	**316**		**316**		**334**		**334**		
Ending Fund Balance - *year-to-date*	**$ 334**		**$ 318**		**$ 354**		**$ 334**		

CITY OF KENNEDALE MONTHLY FINANCIAL REPORT
Month Ended October 2023

EDC FUNDS									
	PRIOR YEAR FY2023				CURRENT YEAR FY2024				
Fund / Description	Actual for Year *(estimated)*	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	$ 1,058,441	$ 32,284	$ 32,284	3.1%	$ 1,093,807	$ 29,355	$ 29,355	2.7%	$ 1,064,452
EDC Fund Expenditures									
Operations Expenditures	517,532	13,960	13,960	2.7%	714,406	37,966	37,966	5.3%	676,440
Debt Service Expenditures	306,463	20,940	20,940	6.8%	309,200	23,524	23,524	7.6%	285,676
Town Shopping Center Expenditures	73,091	17,014	17,014	23.3%	338,461	-	-	0.0%	338,461
Total EDC Fund Expenditures	897,086	51,913	51,913	5.8%	1,362,067	61,490	61,490	4.5%	1,300,577
Revenues Over (Under) Expenditures	**161,355**	**(19,630)**	**(19,630)**		**(268,260)**	**(32,135)**	**(32,135)**		
Transfers (Out)	(56,124)	-	-	0.0%	(61,520)	(5,127)	(5,127)	8.3%	(56,393)
Net Change in Fund Balance	**105,231**	**(19,630)**	**(19,630)**		**(329,780)**	**(37,262)**	**(37,262)**		
Beginning Fund Balance - October 1	**2,005,520**		**2,005,520**		**2,110,751**		**2,110,751**		
Ending Fund Balance - *year-to-date*	**$ 2,110,751**		**$ 1,985,890**		**$ 1,780,971**		**$ 2,073,489**		
Average Daily Annual Expenditures	**$ 2,612**				**$ 3,900**				
Days of Fund Balance	**808**		**760**		**457**		**532**		
EDC Bond Reserve Fund (95)									
EDC Bond Reserve Fund Revenues	$ 4,350	$ 145	$ 145	3.3%	$ 2,800	$ 584	$ 584	20.9%	$ 2,216
EDC Bond Reserve Fund Expenditures	-	-	-	0.0%	-	-	-	0.0%	-
Revenues Over (Under) Expenditures	**4,350**	**145**	**145**		**2,800**	**584**	**584**		
Beginning Fund Balance - October 1	**126,575**		**126,575**		**130,925**		**130,925**		
Ending Fund Balance - *year-to-date*	**$ 130,925**		**$ 126,720**		**$ 133,725**		**$ 131,509**		

City of KENNEDALE Texas EST. 1887

YOU'RE HERE YOUR HOME

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: NOVEMBER 20, 2023

AGENDA ITEM NUMBER: CONSENT AGENDA ITEM V.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

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

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: NOVEMBER 20, 2023

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

SUBJECT
Approval of the minutes from the October 17, 2023 Regular Meeting

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

1.	2023.10.17 Minutes Unsigned	2023.10.17 Minutes Unsigned.doc

KENNEDALE CITY COUNCIL MINUTES

REGULAR MEETING | OCTOBER 17, 2023 AT 5:30 PM
CITY HALL COUNCIL CHAMBERS | 405 MUNICIPAL DRIVE, KENNEDALE, TX 76060

I. CALL TO ORDER

A. ROLL CALL

PRESENT: Kenneth Michels, Brad Horton, Jeff Nevarez; **ABSENT:** Bryant Griffith; ***STAFF:*** *City Manager Darrell Hull, City Secretary Raeanne Byington, Director of Planning and Economic Development Nathan Gonzales, Director of Finance Jonathan Horton, Library Director Elizabeth Partridge, Director of Human Resources Caroline Green, Public Works Director Kristian Sugrim, Fire Chief James Brown, Police Chief Michael Holguin, City Attorney Carvan Adkins;*

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 Michels led the pledges and Councilmember Horton led the invocation.

II. VISITOR AND CITIZEN FORUM

Mayor Joplin moved the badge pinning ceremony for Firefighter Blake Bynum to this place in the Agenda. (5:40 pm)

Gary Losada, 802 Dove Creek Trail, Southlake, spoke to the City Council regarding the TAD Board of Directors. He is running and wanted to ask for their endorsement.

III. WORK SESSION

A. WORK SESSION REPORTS

1. Discussion of the Parks General Obligation Bond details.

Mayor Joplin opened the floor up to suggestions for the direction of the $3 million bond for parks. Councilmember Nevarez stated he would like to see baseball fields since that is a 3 season sport. He stated football would need stadium seating and concession stand. Councilmember Michels wants natural grass and not turf for a football field. Councilmember Horton stated he prefers a football field. Mayor Joplin did add that Kennedale Youth Association is not moving to Mansfield.
SUMMARY:
Phase 1 - Football - Seating, Park Concessions, possible land purchase, Maintenance, Security and Bathrooms all need to be addressed in this phase.
Phase 2 - Baseball - Councilmember Michels added that there are Select ball teams that would be willing to come to the board and spend money on the fields but due to our original grant, fields need to be open to the public.
Mayor Joplin stated she would like to see pricing for both natural grass and turf.

2. Discussion of the formation of a charter committee and changes to the Charter.

Small changes were discussed and a 5 week timeframe for the committee to meet. The 4 items the Council sees are adding an Ethics Ordinance, Mayor Pro Tem will become Mayor if the Mayor steps down or leaves, extending council seats to 3 year term limits. Councilmember Horton spoke on have a public vote for who would be on council instead of appointments. It was decided to push this to the November 2024 ballot instead of the May 2024 ballot to allow ample time for the charter committee to prepare.

3. Discuss the formation of a committee for 9/11 and Veterans Memorials.

Councilmember Michels felt that Councilmember Griffith should head this committee. Councilmember Nevarez suggested that the Masons look at helping. It was suggested that this committee begin in January 2024 and that Council should submit suggestions for the committees to Mayor Joplin.

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. Updates from members of the Kennedale City Council

Council member Horton attended the Salvation Army Breakfast and DeMarcus Ware was inspiring. He also attended the employee breakfast, the Ralph Mooney Steel Guitar Festival, the Speed Fab Crete, Callahan Freeman Architects lunch and he congratulated Head Coach Richard Barrett on his 250th win.

Council member Michels attended the Chamber lunch, he helped on the Montel Military Makeover and attended the taping of the reveal, the Historical Society's History of the Kennedale Library and was the bus driver for the Pigeon Party at the Kennedale Library. He also attended the employee breakfast, went to 5 of the National Night Out locations, KPD's Faith & Blue, the Salvation Army Breakfast, the Falcon Crest HOA Luncheon, Musical in the Park, Public Safety Open House, and Ralph Mooney Steel Guitar Festival. He reminded everyone to come out for the Trunk or Treat on the 28th.

Council member Nevarez attended National Night Out, the Chamber lunch, Military Makeover, Business beyond the Battlefield Expo for Veterans where Councilmember Griffith won contest for his entry. He spoke at the Rotary Club on cybersecurity, and attended the Falcon Crest luncheon. Lastly, he stated the Ralph Mooney Steel Guitar festival was a success with people from as far away as Granbury and Alvarado plus raised $800 and had a full truck bed of canned goods.

2. Updates from the Mayor

Mayor Joplin attended the Public Safety Open House and the Ralph Mooney Festival, and the Montel Military makeover. She reminded everyone that it was Breast Cancer Awareness Month. The Center Outreach Center is in need of Thanksgiving meals and they can reach out to Sara Johnson for more information as well. The Salvation Army Red Kettle Mayoral challenge is coming up soon so watch the City's Facebook Page and her own page for a QR code to donate as well as upcoming events.

a. Badge Pinning Ceremony for Firefighter Blake Bynum.

Badge Pinning Ceremony was moved to 5:40pm.

3. Updates from the City Manager

City Manager Hull updated on projects: Collett Sublett has went to bid and at bid opening, it will be under budget at $2.4 million (budgeted at $3.6 million). Headed for construction in January to February timeframe. It should take 9 months for completion; a new Collett Sublett from Sublett Road to Swiney-Hiett. Received the $17.4 million infrastructure bond for the sewer line. This is a 3 year process and it has started (with Engineering). On the same bond, we are getting new storage tanks for our water. The tank behind the high school is going to take 18 months to get it going. Hoping to have a project tab to show you all the projects being worked on. Corey A Edwards, 3rd Street, 4th, 5th and Broadway, New Hope and Jonah have all been completed. We also have new sewer and water lines on 3rd Street. The 2019 and 2021 bonds have a lot of street improvements. South New Hope Road to Hudson Village Creek, Eden Road and others being worked on and completed in 2024. Valley Lane stabilization is still ongoing. We are waiting on a return from FEMA for grant money. The Safe Route to Schools initiative is stuck at TXDoT and we are waiting on the approval from them to move forward. Technology wise, the Council Chambers will begin the upgrade for the video feed and cameras for our meetings. The Arlington Water contract is in the information stage and preliminary meetings have been going great. Lastly, a Townhall Meeting will be held at the end of November.

The Steering Committee has a survey and Mayor Joplin encouraged everyone to take it.

4. Financial Reports for the City and the EDC

Finance Director Jon Horton presented the budget for the City and the EDC. He plans to meet with Frost Bank for some strategies on using the bond money to get a better interest rate.

B. <u>CONSENT AGENDA</u>

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.

Mayor Joplin recessed for 5 minutes at 7:25 pm.

Councilmember Nevarez asked to pull #2 from the Consent Agenda. Councilmember Michels pulled #4 from the Consent Agenda.

Motion Approve. **Action** Approve <u>CONSENT AGENDA ITEMS 1, 3 & 5</u>
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., **Moved By** Jeff Nevarez, **Seconded By** Kenneth Michels. **Motion <u>passed with a vote of</u> 2-1,** with Brad Horton voting against approval.

1. Approval of the minutes from the September 19, 2023 Regular Meeting

2. Approval of an amendment to the Parking Ordinance.

Moved to Individual Consideration:

Council member had concerns and wanted to address parking by the Junior High due to the mailboxes with Community Planning Director Nathan Gonzales. They added a time limit on when you could park in front of a mailbox (before 8:30am and after 5:30pm).

Motion Approve. **Action** Approve Approval of an amendment to the Parking Ordinance., **Moved By** Jeff

Nevarez, **Seconded By** Kenneth Michels. **Motion** **passed unanimously.**

3. Consider adoption of the 2018 International Property Maintenance Code.

4. Consider approval of amendments to the Nuisance Ordinance.

Councilmember Michels had some concerns about the Nuisance Ordinance. He wanted to be on the record about the City trying to make an HOA. Councilmember Horton appreciates the spirit of what Community Planning Director Gonzales does but he has concerns about peoples' rights on their own property and has serious reservations.

Community Planning Director Gonzales prepared a slide deck about the different issues around the city. In the Comprehensive Plan of 2012, the citizens asked that we improve the aesthetics of the city or we would not prosper. Director Gonzales reiterated that we would not hold anyone to a standard we wouldn't hold our own City to.

Community Planning Director Gonzales said that separating this information into a City Ordinance will allow our city staff ease to show citizens where this information is held instead of having to go to multiple places.

Motion Table. **Action** Table to next Meeting Consider approval of amendments to the Nuisance Ordinance., **Moved By** Jeff Nevarez, **Seconded By** Brad Horton. **Motion** **passed unanimously.**

5. Approval of a new contract with TOASE for attorney services.

C. ITEMS FOR INDIVIDUAL CONSIDERATION

1. **PZ Case# 23-11:**CONSIDER APPROVAL OF A PROPOSED REPLAT *OF PRC ADDITION, BLOCK 1, LOT, SITUATED IN THE M.P. LAMAR SURVEY, ABSTRACT NO. 987, TO CREATE LOTS 1R1 & IR2, LOCATED AT 801 POTOMAC PARKWAY, CITY OF KENNEDALE, TARRANT COUNTY, TEXAS.*

Motion Approve. **Action** Approve **Moved By** Kenneth Michels, **Seconded By** Brad Horton. **Motion** **passed unanimously.**

2. **PZ Case# 23-12:**CONSIDER APPROVAL OF A PROPOSED REPLAT *OF LOTS 1-3, BLOCK 50, ORGINAL TOWN OF KENNEDALE, SITUATED IN THE CB TEAGUE SURVEY, ABSTRACT NO. 1506, TO CREATE LOT 1R1, LOCATED AT 328 W BROADWAT ST, CITY OF KENNEDALE, TARRANT COUNTY, TEXAS*

Motion Approve. **Action** Approve **Moved By** Kenneth Michels, **Seconded By** Brad Horton. **Motion** **passed unanimously**.

3. Consideration of a contract for Engineering Services for FY 24.

Motion Approve. **Action** Approve Consideration of a contract for Engineering Services for FY 24., **Moved By** Jeff Nevarez, **Seconded By** Kenneth Michels. **Motion** **passed with a vote of** **2-1-0,** with Brad Horton voting against approval and None abstaining.

4. Approval of the sale of 0.0575 of an acre utility easement to Atmos Energy Corporation

on Link Street, between Kennedale Parkway and Lindale Road.

Motion Approve. **Action** Approve Approval of the sale of 0.0575 of an acre utility easement to Atmos Energy Corporation on Link Street, between Kennedale Parkway and Lindale Road. , **Moved By** Brad Horton, **Seconded By** Jeff Nevarez. **Motion** **passed/failed** **unanimously.**

V. EXECUTIVE SESSION

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.*

1. Short Term Rentals restricted to R1 and R2.

B. ***PURSUANT TO §551.072*** *— Deliberation regarding the purchase, exchange, lease, or value of real property.*

1. 1109 W Kennedale Parkway
   600 W Kennedale Parkway
   Tru Hotel

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. Appointment of an alternate for The Board of Adjustment/Building Board of Appeals.

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

VII. ADJOURNMENT

Motion Adjourn **Action** ADJOURNMENT, **Moved By** Kenneth Michels, **Seconded By** Brad Horton. **Motion** **passed unanimously**.

Mayor Joplin adjourned at 9:41 pm.

APPROVED: **ATTEST:**

___________________________ ___________________________

MAYOR JAN JOPLIN *CITY SECRETARY RAEANNE BYINGTON*

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: NOVEMBER 20, 2023

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

SUBJECT
Consider the approval of a 5 year contract with Meals on Wheels of Tarrant County to deliver hot meals to the Kennedale Adult Activity Center Monday - Friday beginning November 1, 2023 and ending on October 31, 2028.

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

1.	Contract- City of Kennedale Nov 2023- Oct 2024	Contract- City of Kennedale Nov 2023- Oct 2024.pdf

ADULT ACTIVY CENTER AGREEMENT
FOR CONGREGATE MEAL PARTNERSHIP

This agreement is made by and between the **CITY OF KENNEDALE** whose principal address is located at 405 Municipal Drive, Kennedale, TX 76060 and **MEALS ON WHEELS, INC. OF TARRANT COUNTY,** hereinafter referred to as **MEALS ON WHEELS**, whose principal place of business is 5740 Airport Freeway, Fort Worth, TX 76117, Tarrant County, Texas. The **CITY OF KENNEDALE and MEALS ON WHEELS, INC. OF TARRANT COUNTY** may be identified as the "Parties."

The purpose of this agreement is to provide a Congregate Meal Program for persons age 60 years or older and their spouse. This program will be considered a joint and cooperative program of the **CITY OF KENNEDALE**, and **MEALS ON WHEELS**. It is further agreed by the parties that all parties will comply with Texas Department of Health and Human Services (HHSC) and Administration for Community Living (ACL) Title 111-C and Title III-B Service Standards for sub-contractors.

This agreement shall be for a period of one 5 years, commencing on the **1st day of November, 2023**, and shall continue through the **31st day of October 2028.** The agreement will remain in force until it has been terminated by either party by giving thirty days written notice to the other party. Further, this agreement is entered into in the County of Tarrant, Texas.

In consideration for this Agreement between the parties, IT IS AGREED that the **CITY OF KENNEDALE** shall pay **MEALS ON WHEELS** at an annual rate of **$20,600.00 beginning November 1, 2023;** to be billed monthly at the rate of $**1,716.67** per month to provide management services for the operation of the Kennedale Adult Activity Center, 405 Municipal Drive, Kennedale, Texas (the "Center"). The amount of this contract will increase by three percent (3%) each November 1. The Center's daily operations are outlined in **Section I** below.

I. MEALS ON WHEELS, INC. OF TARRANT COUNTY:

1. Provide lunch at the Kennedale Adult Activity Center on Monday through Friday, with the exception of inclement weather/emergency closure days and the following holidays: **New Year's Day, Martin Luther King, Jr. Day, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, the day following Thanksgiving Day, Christmas Eve, and Christmas Day.** Additional holidays may be identified through mutual written agreement by the Parties. **A minimum number of 12 meals will be required to participate in the Congregate Meal Program.**

2. Provide a Center Director who is responsible for the operation of the Congregate Meals Program and Adult Activity Center programming such as table games, health and wellness education,

special trips, birthday parties, open house celebrations, guest speakers, karaoke, exercise class, book clubs and bible study. Center participants may also recommend classes, programs or presentations for consideration.

3. Require the Center Director, Center staff, and volunteers receive current First Aid and CPR training for the operation of the Congregate Meal and Adult Activity Center Program.

4. Ensure upon hiring, that the Center Director attends **MEALS ON WHEELS Center Operations' Policy and Procedure Training** and **Texas Health and Human Services Commission (HHSC) Adult Activity Center and Congregate Meal State Standards Training**. Training to be provided by **MEALS ON WHEELS.**

5. Provide training for the Center Director, Center staff and volunteers on food handling procedures as required by state and local health departments. Food Handlers Training Certificates shall be provided for posting in kitchen/dining area as required by the Tarrant County Health Department.

6. Comply with all applicable Federal and State Guidelines for Congregate Nutrition Services as funded by the Older Americans Act of Congress, Title 111-C1 and USDA with regard to meals served by **MEALS ON WHEELS**. Meals shall contain at least one-third of the current recommended dietary allowance established by the Food and Nutrition Board of the National Academy of Sciences, National Research Council.

7. Provide management, training and technical assistance related to Congregate Meal Program operations. Provide copies of health inspection standards for food service sites, all health and safety codes, and other applicable regulations pertaining to the physical condition and maintenance of the facility relating to the congregate meal program.

8. Provide annual Operations and Food Service Sanitation Compliance site visits.

9. Ensure all nutrition and health education information supplied by **MEALS ON WHEELS** is available to all participants at the Center.

10. Use the established, in-place, envelope system as outlined in the **MEALS ON WHEELS** Center Operations Policy and Procedures Manual for eligible participants to make voluntary contributions if they so choose. All funds must be forwarded to **MEALS ON WHEELS** in accordance with guidelines provided by funding sources.

11. Require all non-eligible visitors and staff served to pay the posted rate, (currently $7.00 per meal).

12. Provide training and ongoing support related to the use of the online meal reservations and consumed platform.

13. Prepare and provide all forms, reports, statements, and documentation required as stated in the **MEALS ON WHEELS** Center Operations Policy and Procedures Manual.

14. Solicit participant representation from the **Center** to serve on the area wide **MEALS ON WHEELS** Agency Advisory Council.

15. **MEALS ON WHEELS** agrees to include the **City of Kennedale** as a named insured on its general liability insurance policy. A copy of the certificate of insurance shall be provided to the City as part of this Agreement.

II. CITY OF KENNEDALE will:

1. Provide, at no cost to **MEALS ON WHEELS,** space within the **CITY OF KENNEDALE Adult Activity Center,** Monday through Friday, large enough to comfortably facilitate the program while giving consideration to equipment store needs and social distancing for participants. Delivery dates and serving times to be mutually agreed upon.

2. Provide, at no cost to **MEALS ON WHEELS**, the following equipment to support the Congregate Meal Program, first aid kit, locking file cabinet, refrigerator, oven, tables, chairs, and secured storage for food service supplies.

   NOTE: *In response to COVID-19, meals will be individually pre-plated and sealed in the **MEALS ON WHEELS** food production facility.*

3. Provide, at no cost to **MEALS ON WHEELS**, maintenance, and utilities, and internet service to support the Congregate Meal Program.

4. Comply with city/county/state health inspection standards for food service sites, all health and safety codes, and other applicable regulations pertaining to the physical condition and maintenance of the Center.

5. Ensure designated staff attend **MEALS ON WHEELS** Center Staff and Partners meetings **monthly.**

6. Provide a designated participant representative from the **CITY OF KENNEDALE center** to serve on the area wide **MEALS ON WHEELS** Agency Advisory Council for the Congregate Meal Program.

7. Comply with city/county/state health inspection standards for food service sites, all health and safety codes, and other applicable regulations pertaining to the physical condition and maintenance of the facility.

8. Provide access to facilities, records, and personnel for on-site evaluation and compliance monitoring of the Congregate Meal program by the staff of **MEALS ON WHEELS, the TARRANT COUNTY AREA AGENCY ON AGING, and HUD**.

9. Provide a copy of a Certificate of Insurance or letter of self-insurance and name of excess liability carrier to **MEALS ON WHEELS**, covering the facility and equipment.

10. Permit the established, in-place, envelope system (as outlined in the **MEALS ON WHEELS** Center Operations Policy and Procedures Manual) for eligible participants to make voluntary contributions toward the cost of meals and transportation services. Service cannot be denied based on a participant's inability or unwillingness to contribute. Daily cash collection and reports will be submitted to **MEALS ON WHEELS**, along with all other required paperwork using the red pouch system. This will be handled by the Meals On Wheels or designated City of Kennedale staff.

11. Ensure all community information supplied by **MEALS ON WHEELS** is available to all participants at the **CITY OF KENNEDALE** center**.**

12. Ensure all public notices are posted in a visible manner to ensure requirements are met with the federally funded meal program.

13. Complete and submit Area Agency on Aging Acknowledgement of Responsibility form 1020 to **MEALS ON WHEELS** annually on all paid and or volunteer intake staff to meet the guidelines of the federally funded meal program. Form 1020 is included as **ATTACHMENT A**.

14. Share within 48 hours accident and incident reports relative to the meal program.

III. It is further agreed between the parties that the designated representative of **MEALS ON WHEELS,** will meet with the designated representative of the **CITY OF KENNEDALE** to review current operations and any necessary amendments when called upon. Any amendment or modification to this agreement must be agreed upon in writing between the Parties.

IV. It is further agreed that the **MEALS ON WHEELS** shall indemnify, and hold harmless **THE CITY OF KENNEDALE**, its officers, servants, agents, contractors, volunteers, representatives, and employees harmless from any and all liability, demands, claims, actions, losses, interests, costs of defense and expenses, including reasonable attorney fees, expert fees, and court costs arising from and in connection with the performance of this agreement if such liability, demands, claims, actions, losses, interests, cost of defense and expenses, including reasonable attorney fees, expert fees, and court costs are founded in whole or in part upon the negligence of **MEALS ON WHEELS**, its officers, servants, agents, contractors, volunteers, representatives, and employees.

Further, to the extent allowed by law, the **CITY OF KENNEDALE** shall indemnify, and hold harmless **MEALS ON WHEELS**, its officers, servants, agents, contractors, volunteers, representatives, and employees harmless from any and all liability, demands, claims, actions, losses, interests, costs of defense and expenses, including reasonable attorney fees, expert fees, and court costs arising from and in connection with the performance of this agreement if such liability, demands, claims, actions, losses, interests, cost of defense and expenses, including reasonable attorney fees, expert fees, and court costs are founded in whole or in part upon the negligence of the **CITY OF KENNEDALE**, its officers, servants, agents, contractors, volunteers, representatives, and employees.

V. Exclusive Agreement. This Agreement contains the entire understanding and agreement between the Parties with respect to the matters settled herein, no representations, warranties or other statements or promises have been made by any Party to any other Party in connection with this Agreement that are not fully expressed herein, and this Agreement supersedes any and all prior understandings and agreements between the Parties with respect to the subject matter of this Agreement.

VI. Amendment. This Agreement may only be amended or modified by written agreement signed by the Parties, or their respective counsel, if authorized.

VII. Partial Invalidity. If any part of this Agreement is held by a court, or other forum of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the Agreement will remain in full force and effect and will in no way be affected, impaired, or invalidated.

VIII. Applicable Law. This Agreement will be construed and enforced in accordance with and governed by the laws of the State of Texas without respect to the conflict of laws provisions thereof. Exclusive venue for any lawsuits or actions of law or in equity arising here under shall be in Tarrant County, Texas.

IX. Counterparts. This Agreement may be executed in any number of counterparts (including by facsimile or other electronic means) with the same effect as if all singing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

X. Authority and Capacity. Each Party signing this Agreement represents it is fully authorized to execute this Agreement and that no further actions by other parties are needed to make this Agreement binding and effective according to its terms and conditions.

EXECUTED this_______day of ___________________________, 2022

MEALS ON WHEELS, INC. OF TARRANT COUNTY	**CITY OF KENNEDALE**
BY______________________________________ CARLA JUTSON, PRESIDENT & CEO	BY ______________________________________ DARRELL HULL, CITY MANAGER
DATE ___________________________________	DATE___________________________________

ATTACHMENT A

TEXAS
Health and Human
Services

Form 1020
February 2013-E

Acknowledgement of Responsibility for
Reporting Abuse, Neglect and Exploitation and Reasonable Suspicion of Crime

(Form must be completed by the employee, contract employee or volunteer with the original kept at the facility.)

A. Reporting Abuse, Neglect and Exploitation

All state supported living center employees, contract employees and volunteers must immediately, if possible, but in no case more than one hour, notify the facility director and the Texas Department of Family and Protective Services if there is suspicion of abuse, neglect, or exploitation.

Abuse, neglect, and exploitation include, but are not limited to:

1. sexual contact between an individual receiving services and an employee, contractor, or volunteer.
2. sexual contact between an individual receiving services and someone who has an ongoing relationship with the individual receiving services, such as a family member or guardian.
3. permitting an obscene or pornographic photograph, videotape or other depiction of an individual receiving services.
4. any intentional or reckless act or failure to act that causes or may have caused physical injury to an individual receiving services.
5. any act of inappropriate or excessive force or corporal punishment inflicted on an individual receiving services regardless of whether it results in physical injury.
6. verbally or non-verbally cursing, vilifying, degrading, or threatening physical or emotional harm to an individual receiving services.
7. any act or omission by an employee, contractor or volunteer that places an individual receiving services at risk of physical or emotional injury.
8. using an individual receiving services, or that individual's resources, for monetary or personal benefit, profit, or gain.

The proper use of restraints and techniques to manage aggressive behavior are not considered abuse or neglect if used according to facility procedures.

I acknowledge my responsibility as an employee, contract employee or volunteer of the state supported living centers to report abuse, neglect, and exploitation. I understand that I should report any incident that I suspect may be abuse, neglect or exploitation even if I am not sure. I realize I may be criminally liable for failing to report abuse, neglect, or exploitation.

B. Reporting Reasonable Suspicion of Crime Against an Individual

All state supported living center employees, contract employees and volunteers must immediately notify the facility director/ designee and the Consumer Rights and Services section at 1-800-458-9858 and the local law enforcement agency if they have a reasonable suspicion a crime against an individual has occurred. Reporting must occur within two hours if the individual sustained a serious physical injury or within 24 hours if the individual did not sustain a serious physical injury.

I acknowledge my responsibility as an employee, contract employee or volunteer of the state supported living centers to report reasonable suspicion of a crime against an individual. I understand that I should report any incident that I suspect may be a crime even if I am not sure. I realize that if I fail to report as required, I may be subject to civil money penalties and/or barred from participation in any federal health care program.

______________________________ ______________________________
Employee, Contract Employee or Volunteer Name (printed) Employee ID No., if applicable

____
State Supported Living Center Location

______________________________ ______________________________
Signature – Employee, Contract Employee of Volunteer Date

City of KENNEDALE Texas EST. 1887

YOU'RE HERE YOUR HOME

STAFF REPORT

TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: NOVEMBER 20, 2023

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

SUBJECT

Approval of an Interlocal Agreement with Tarrant County Public Health for public and semi-public pool inspections.

ORIGINATED BY Nathan Gonzales

SUMMARY

Tarrant County currently performs public health inspections for the city. The current agreement, however, does not include public and semi-public swimming pool inspection. Tarrant County previous informed staff they would begin updating their agreements with all 37 cities they partner with. Tarrant County advised this process would take a long time to complete. Earlier this year, City Council approved a contract with Bureau Veritas to perform these inspections in the interim. Fortunately, Tarrant County has been able to provide an updated Interlocal Agreement much sooner than expected. Attached is the Interlocal Agreement for your review and consideration. Rates with Tarrant County have increased; however, these fees will be paid by customers directly to Tarrant County will we do not anticipate there to be any additional costs to the city.

RECOMMENDATION

Staff recommends approval.

ATTACHMENTS

1.	ILA Tarrant County Health	ILA Tarrant County Health.docx

INTERLOCAL AGREEMENT

THE STATE OF TEXAS	**§**
	§
COUNTY OF TARRANT	**§**

This Interlocal Agreement is between **TARRANT COUNTY (“COUNTY”)**, and the **CITY OF Kennedale (“City”)**.

WHEREAS, **CITY** is requesting the **COUNTY**’s assistance in providing

□ Food establishment inspection program services
□ Public swimming pool and spa inspection program services
□ Both Food establishment and Public swimming pool and spa inspection program services

WHEREAS, the Interlocal Cooperation Act contained in Chapter 791 of the Texas Government Code provides legal authority for the Parties to enter into this Agreement.

WHEREAS, the Commissioners Court of the **COUNTY** finds this Agreement service a public purpose.

NOW, THEREFORE, the **COUNTY** and **CITY** agree as follows:

TERMS AND CONDITIONS

1. **COUNTY RESPONSIBILITY**
The **COUNTY** shall provide
Food establishment inspection program services:
   - Provide services, through Tarrant County Public Health, to all public food establishment located within the corporate limits of the **CITY**;
   - Plan review and conduct Health opening approval inspection, routine inspection, follow-up inspections, complaint investigations;
   - Provide certification of establishment for issuance of health permits;
   - Notify the **CITY** of violations of the current rules or rules as amended by the Executive Commissioner of Health and Human Services Commission found in 25 Texas Administrative Code, Chapter 228, regarding the regulation of food establishments;
   - Provide appropriate signs to be posted at public food establishment that do not meet the required standards;
   - Document program activities within the **CITY** via periodic reports;
   - Collect fees from the inspected establishment;
   - Inform **CITY**, in writing, of any fee schedule changes immediately following Tarrant County Commissioner’s Court approval; and
   - When required by law, verify food establishment manager training and food handler training and certifications.

For Public swimming pool and spa inspection program services:

- Provide services, through Tarrant County Public Health, to all public and semi-public swimming pools, spas, and interactive water features located within the corporate limits of the **CITY**;
- Plan review and conduct Health opening approval inspection, routine inspection, follow-up inspections, complaint investigations;
- Provide certification of establishment for issuance of health permits;
- Notify **CITY** of violations of current rules or rules as amended by the Executive Commissioner of the Health and Human Services Commission for Standards for Public Pools and Spas (Texas Administrative Code, Title 25, Chapter 265, Subchapter L), Public Interactive Water Features and Fountains (Texas Administrative Code, Title 25, Chapter 265, Subchapter M) and Pool Yard Enclosures (Texas Health and Safety Code Chapter 757);
- Provide appropriate signs to be posted at public swimming pool and spa establishment that do not meet the required standards;
- Document program activities within the **CITY** via periodic reports;
- Collect fees from the inspected establishment;
- Inform **CITY**, in writing, of any fee schedule changes immediately following Tarrant County Commissioner's Court approval; and
- When require by law, verify pool operator training certification.

2. CITY RESPONSIBLITY

For Food establishment inspection program services

- Adopt the current rules or rules as amended by the Executive Commissioner of the Health and Human Services Commission found in 25 Texas Administrative Code, Chapter 228, regarding the regulation of food establishments;
- Designate the Medical Director of Tarrant County Public Health Department as the Health Authority for the purposes of this agreement;
- Require all food establishments within the corporate limits of the **CITY** to maintain a valid health permit;
- Agree all health permits fees are enforceable within thirty (30) days of approval of the Tarrant County Commissioner's Court;
- Revise **CITY** code/ordinance, where applicable, to adopt changes to the fees;
- Inform Tarrant County Public Health Manager for Environmental Health when code/ordinance are modified and when the updates are complete;
- Assign Tarrant County Public Health authority to collect health permit fees from permit applicants; and
- When required by law, require facilities to have certified food mangers and food handlers.

For Public swimming pool and spa inspection program services

- Adopt the current Texas Health and Safety Code, Title 5, Subtitle A, Chapter(s) 341.064, 341.0645 and 341.0695; Texas Health and Safety Code, Title 1, Chapter 1 Section 1.005, and Texas Health and Safety Code, Tile 9, Subtitle A, Chapter 757;
- Adopt the current rules or rules as amended by the Executive Commissioner of the Health and Human Services Commission for Standards for Public Pools and Spas (Texas Administrative Code, Title 25, Chapter 265, Subchapter L), Public Interactive Water Features and Fountains (Texas Administrative Code, Title 25, Chapter 265, Subchapter M) and Pool Yard Enclosures (Texas Health and Safety Code Chapter 757);
- Designate the Medical Director of Tarrant County Public Health as the Health Authority for the purposes of this agreement;
- Require all public and semi-public swimming pools/spas within the corporate limits of the **CITY** to maintain a valid health permit;
- Agree all Health permit fees are enforceable within thirty (30) days of approval of the Tarrant County Commissioner's court;
- Revise **CITY** code/ordinance, where applicable, to adopt changes to the fees;
- Inform Tarrant County Public Health Manager for Environmental Health when code/ordinance are modified and when the updates are complete;
- Assign Tarrant County Public Health authority to collect health permit fees from permit applicants;
- Be responsible for enforcement of the **CITY**'s ordinances; and
- When required by law, require facilities to have certified pool/spa operators.

3. CITY ENFORCEMENT

If during an inspection of a food facility, pool or spa, Tarrant County Public Health Department personnel notices a violation of the **CITY**'s code, the Tarrant County Public Health Department shall notify the appropriate City official. The **CITY** shall be responsible for the enforcement of the **CITY**'s health ordinances. The **COUNTY** shall make available for testimony **COUNTY** personnel whose testimony may be required to support such enforcement action in accordance with the procedures established by CITY MUNICPAL COURT for the appearance of law enforcement officers.

4. NO WAIVER OF IMMUNITY

This Agreement does not waive **COUNTY** rights under a legal theory of sovereign immunity.

5. THIRD PARTY

This Agreement shall not be interpreted to inure to the benefit of a third party not a party of this Agreement. This Agreement shall not be interpreted to waive any statutory or common law defense, immunity, or any limitation of liability, responsibility or damage of any party to this Agreement, party's agent or party's employee, otherwise provided by law.

6. **EXCLUSION OF INCIDENTAL DAMAGES**
Independent of, severable from, and to be enforced independently of any other enforceable or unenforceable provision of this Agreement, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY NOR TO ANY PERSON CLAIMING INCIDENTAL, CONSEQUENTIAL, SPECIAL PUNITIVE, OR EXEMPLARY DAMANGES OF ANY KIND, including lost profits, loss of business, or other economic damage and further including injury to property, mental anguish, or emotional distress.

7. **JOINT VENTURE & AGENCY**
The relationship between the parties to this Agreement does not create a joint venture between the parties. The Agreement does not appoint any party as agent for the other party.

8. **GOVERNING LAW AND VENUE**
This Agreement shall be interpreted under the laws of State of Texas. The venue for any lawsuit arising out of this Agreement will be in the Fort Worth Division of the Northern District of Texas if the lawsuit arises in Federal Court or Tarrant County, Texas if the matter arises in State Court.

9. **ASSIGNMENT**
This Agreement shall not be assigned or transferred and that any attempt to assign or transfer this Agreement or any of its rights or obligations shall be null and void.

10. **SEVERABLITY**
If any court determines any provision in this Agreement is invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect.

11. **COMPLAINCE WITH LAWS**
In providing the services required by the Agreement, CITY must observe and comply with all applicable federal, state, and local statues, ordinances, rules and regulations, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. CITY shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

12. **EFFECTIVE DATE**
This Agreement become effective when signed by the last party whose signing makes the Agreement fully executed.

13. TERM

This Agreement shall begin upon the approval of both the City Council and the Tarrant County Commissioner's Court and shall continue until canceled by either party with a minimum of 90 days written notice to the other party.

14. AMENDMENT

No amendment, modification or alternation of the terms of this Agreement shall be binding unless the same is in writing and signed by both parties.

15. TERMINATION

Either party may terminate this Agreement without cause by providing written notice of intent to terminate at least ninety (90) days prior to the intended date of termination. Written notice of intent to terminate shall be sent by certified mail, return receipt requested, to the other party at its address:

Addresses:

Tarrant County Public Health
Attn: Environmental Health Division Manger
1101 S. Main St.
Fort Worth, Texas 76104

CITY:________________
Attn: _________________
Address:_______________
____

Executed this ________ day of ______________________, 20__.

CITY of ________________

By: _______________________
Name:
Title:

Date:

STATE OF TEXAS
COUNTY OF TARRANT

By: ______________________
Tim O'Hare
County Judge

Date:

APPROVED AS TO FORM:

By: ___________________________
Name:
Title:
Date:

APPROVED AS TO FORM:

By:______________________________
Name:
Title:
Date:

ATTEST:

By: _______________________
Name:
Title:
Date:

ATTEST:

By:_____________________________
Name:
Title:
Date:

EH FEE SCHEDULE

DESCRIPTION OF SERVICES

CONSUMER HEALTH	Special Fund: F223
Annual Public Pool & Spa permit fee	$ 315.00
Pool Plan Review & Opening Inspection**	$ 200.00
Contractual Inspections - School Districts (avg $150 per site visit)**	$ 150.00
Food Service Permit: less than 500 sq. ft.	$ 400.00
Food Service Permit: >500 =<less than 1500 sq. ft.	$ 500.00
Food Service Permit: >1500 =<less than 3000 sq. ft.	$ 600.00
Food Service Permit: >3000=<less than 6000 sq. ft.	$ 700.00
Food Service Permit: >6000 sq. ft. or above	$ 800.00
Food Service Permit: Adjunct Food Service	$ 500.00
Food Service Permit: Adjunct Food Store - <less than 5000 sq. ft.	$ 500.00
Food Service Permit: Adjunct Food Store - >5000 sq. ft. or above	$ 600.00
Food Service Permit: Catering Operation	$ 700.00
Food Service Permit: Child Care Facility	$ 500.00
Food Service Permit: School Cafeteria w/ Contract	$ 250.00
Food Service Permit: Commissary (non-prep)	$ 400.00
Food Service Permit: Commissary (prep.)	$ 600.00
Food Service Permit: Food Court	$ 600.00
Food Service Permit: Mobile Unit (prepackaged)	$ 400.00
Food Service Permit: Mobile Unit (preparation of food)	$ 600.00
Food Service Permit: Mobile Unit (push cart)	$ 600.00
Farmers Market	$ 100.00
Food Store: <less than 5000 sq. ft.	$ 600.00
Food Store: >5000 sq. ft. or above	$ 800.00
Food Late Fee: 1-30 days	10% of fee
Food Late Fee: 31-60 days	20% of fee
Food Late Fee: 61-90 days	30% of fee
Plan Review: >1500 sq. ft. or above	$ 200.00
Plan Review: <1500 sq. ft. or below	$ 100.00
Temporary Food Establishment 1-5 Days**	$ 35.00
Temporary Food Establishment 6-14 Days	$ 70.00
Required/Requested Reinspection	$ 75.00
MISCELLANEOUS - CONSUMER/ENVIRONMENTAL HEALTH	No Fee Changes, Fund: PH-T04
Duplicate Permits**	$ 15.00

**indicates no fee increase

STAFF REPORT

TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: NOVEMBER 20, 2023

AGENDA ITEM NUMBER: INDIVIDUAL CONSIDERATION ITEM V.C.

SUBJECT
ITEMS FOR INDIVIDUAL CONSIDERATION

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

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

MEETING DATE: OCTOBER 17, 2023

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

SUBJECT
Consider approval of amendments to the Nuisance Ordinance.

ORIGINATED BY: Nathan Gonzales

SUMMARY:

As you recall, in August staff presented City Council with a draft of amendments to the city's nuisance ordinance. Staff highlight the importance of having rules on the books that pertain to property maintenance and as well as other common nuisances not addressed presently. Staff also spoke to the limited provisions that exist in Chapter 15 of the city ordinance. Included in the nuisance ordinance was the recommendation to adopt the 2018 International Property Maintenance Code (IPMC). Of the family of model codes from the International Code Council, the IPMC is the only model code the city has yet to adopt. This model code is a vital at ensuring all properties located in the city meet, at minimum, the standards laid out in the IPMC.

City Council provided staff with direction as to what revisions they wanted to see. In coordination with the Police, Fire, Community Development, and Public Works Departments, Staff has included these revisions and now requests City Council consider the proposed version.

RECOMMENDATION

Staff recommends approval.

ATTACHMENTS

ORDINANCE NO.______

AN ORDINANCE OF THE CITY OF KENNEDALE, TEXAS, AMENDING VARIOUS SECTIONS WITHIN CHAPTER 15 "NUISANCES," OF THE CODE OF ORDINANCES TO DECLARE NUISANCES WITHIN THE CITY OF KENNEDALE; TO DESCRIBE CONDITIONS RELATED TO HIGH GRASS, WEEDS, AND PROPERTY MAINTENANCE AS NUISANCES; AND TO PROHIBIT NUISANCES WTHIN 5,000 FEET OUTSIDE THE CITY LIMITS OF KENNEDALE; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY; PROVIDING FOR PUBLICATION AS REQUIRED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Kennedale, Texas ("City"), 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 Texas Local Government Code; and

WHEREAS, Section 217.042 of the Texas Local Government Code authorizes a home rule city to define, prohibit, and abate any nuisance within the municipality limits; and

WHEREAS, Section 217.042(a) of the Texas Local Government Code further authorizes a home rule city to prohibit nuisances within the limits of the municipality and within 5,000 outside of the city limits; and

WHEREAS, the City Council of the City of Kennedale finds that it is necessary to declare all nuisances within the City limits are also all declared a nuisances within 5,000 feet of the city limits; and

WHEREAS, the City Council desires to expand the definition of junked vehicles; and

WHEREAS, the City Council desires to declare specific conditions of buildings, properties, and yards as nuisances; and

WHEREAS, the City Council has determined that the amendments to the Code of Ordinances as set forth herein are in the best interest of the health, safety and general welfare of the citizens of the City of Kennedale and the public.

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

SECTION 1

Section 15-1, "Penalty," of Article I, "In General," of Chapter 15, "Nuisances," is hereby amended to read as follows:

“**Sec. 15-1. Prohibiting Nuisances and Penalty.**

Any nuisances as defined by this Chapter shall be prohibited within the city limits of the City and within 5,000 feet outside the city limits, unless otherwise prohibited by State law. Except as otherwise stated, violations of this Chapter are punishable as provided in Section 1-6 of the Kennedale City Code.”

SECTION 2

Section 15-3, “Definitions,” of Article I, “In General,” of Chapter 15, “Nuisances,” is amended to read as follows:

“**Sec. 15-3. Definitions.**

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

Antique vehicle means a passenger car or truck that is at least thirty-five (35) years old.

Bamboo means any tropical or semi-tropical grass classified as "running bamboo" with rhizome (root) systems that spread underground in all directions from the location of establishment. The term includes, but is not limited to, running bamboo and golden bamboo. The term does not include any plant listed by the Texas Department of Agriculture pursuant to its authority in Section 71.151 of the Texas Agriculture Code, as amended.

Brush shall mean scrub vegetation or dense undergrowth.

Carrion shall mean the dead and putrefying flesh of any animal, fowl, or fish.

Costs shall mean the actual cost the City incurs in abating or causing to be abated a nuisance, including, without limitation, the cost of mowing, weeding and/or removing objectionable, unsightly, or unsanitary matter, etc.

Cultivated shall mean vegetation that is deliberately grown and currently and continuously maintained by the owner, occupant, or agent of the property.

Dismantled or partially dismantled shall mean:

(a) For vehicles designed to be operated upon or drawn upon the public streets, or for which a valid state motor vehicle registration certificate is required to legally do so, dismantled or partially dismantled means a vehicle that has had, intentionally or unintentionally, one or more critical parts removed or that is otherwise dismantled to the degree that said vehicle is not usable for the vehicle's designed and intended purpose for thirty (30) days or more. A critical part is any part that is needed to safely operate or draw the vehicle, including but not limited to a wheel or tire, windshield, door, side quarter panel, hood, roof, steering wheel, motor or transmission; and

(b) For self-propelled vehicles not subject to state motor vehicle registration, including off-road vehicles designed and intended to be operated in places other than on public streets, including but not limited to race cars, dirt track vehicles, all-terrain vehicles, and golf carts, dismantled or partially dismantled means dismantled to the degree that said vehicle is not usable for the vehicle's designed and intended purpose.

Expenses shall mean the total of the administrative fee and costs incurred by the City in abating or causing to be abated a nuisance.

Filth shall mean any matter in a putrescent state.

Garbage shall mean all decayable waste.

Impure or unwholesome matter shall mean any putrescible or non-putrescible condition, object, or matter which tends to, may, or could produce injury, death, or disease to human beings.

Inoperable shall mean,

(a) In addition to its ordinary meaning, failing to display a valid or unexpired license plate and having one or more flat tires; or

(b) For vehicles designed to be operated upon or drawn upon the public streets, or for which a valid motor vehicle registration certificate is required to legally do so, inoperable means a vehicle that, due to mechanical failure, breakdown, or disrepair, cannot be started, driven, operated, steered, drawn, or stopped as designed to be done, or that is otherwise incapable of being lawfully driven upon or drawn upon a highway, which would include but is not limited to vehicles lacking a working engine, transmission, wheels, inflated tires, doors, windshield or any other part or equipment necessary for its legal and safe operation on a highway or any other public right-of-way.

Junk shall mean all worn out, useless, worthless, discarded, or scrap material, including, but not limited to, odds and ends, old metal, scrap lumber, building debris or old building materials, used tires, vehicle parts, and other items no longer used in the manner in which they were intended, including, but not limited to, upholstered furniture, working and nonworking appliances, and machinery and parts thereof.

Junked vehicle means a vehicle or part of a vehicle that is:

(a) Wrecked, dismantled or partially dismantled, or discarded; or

(b) Inoperable and has remained inoperable for more than:

(i) Seventy-two (72) consecutive hours, if the vehicle is on public property; or

(ii) Thirty (30) consecutive days, if the vehicle is on private property.

(c) For purposes of this Chapter, “junked vehicle” other vehicles, motor vehicles, aircraft, or watercraft applies to:

(i) A vehicle that displays an expired license plate or does not display a license plate;

(ii) An aircraft that does not have lawfully printed on the aircraft an unexpired federal aircraft identification number registered under Federal Aviation Administration aircraft registration regulations in 14 C.F.R. Part 47; and/or

(iii) A watercraft that does not have lawfully on board an unexpired certificate of number and is not a watercraft described by V.T.C.A., Parks and Wildlife Code § 31.055.

Maintained shall mean watered, pruned, trimmed, treated, and controlled in such a manner as to enhance the use or enjoyment of one's property, without interfering with the enjoyment or use of neighboring property or public access.

Motor vehicle collector means a person who:

(a) Owns one (1) or more antique or special interest vehicles; and

(b) Acquires, collects, or disposes of an antique or special interest vehicle or part of an antique or special interest vehicle for personal use to restore and preserve an antique or special interest vehicle for historic interest.

Nuisance shall mean anything which is injurious to the health or morals, indecent or offensive to the senses, or an obstruction to the free use of property so as to interfere with the comfortable enjoyment of life or property located within the city limits of Kennedale or within 5,000 feet outside the city limits.

Objectionable, unsightly, or unsanitary matter shall mean any matter, condition, or object which is or should be objectionable, unsightly, or unsanitary to a person of ordinary sensitivities.

Owner shall mean a person having title to real property.

Person shall include a firm, association, organization, partnership, trust, company, or corporation, as well as an individual.

Refuse shall mean a heterogeneous accumulation of worn out, used, broken, rejected, or worthless materials, including garbage, rubbish, or litter, and other decayable or non-decayable waste.

Required enclosure means a pot, planter, or similar container, the entire bottom of which is placed on top of an impervious hard surface.

Rubbish shall mean both garbage and trash and shall include all animal, vegetable and inorganic matter subject to discard that is generated from within a household, residence, or business, such as, but not limited to, coffee grounds, tin cans, paper bags, boxes, glass, and food articles. It shall also include all animal, vegetable, and inorganic matter subject to discard that is not typically generated from within a household, residence, or business, such as, but not limited to, shrubbery, grass clippings, brush, yard cleaning materials, leaves, tree trimmings, stoves, refrigerators, iceboxes, clothes washers or dryers, pieces of metal scrap, feathers, furniture, dead animals, rocks, shingles, building materials, junk, trash, refuse, and other worn-out, wrecked or dismantled machinery, tractors, automobiles, household appliances, and other similar wastes.

Special interest vehicle means a motor vehicle of any age that has not been changed from original manufacturer's specifications and, because of its historic interest, is being preserved by a hobbyist.

Vehicle shall mean every mechanical device in, upon, or by which any person or property may be transported or drawn upon a public highway, including motor vehicles, commercial motor vehicles, truck tractors, non-motorized trailers, recreational vehicles, campers, and semi-trailers. The term includes self-propelled vehicles not subject to state motor vehicle registration, such as off-road vehicles designed and intended to be operated in places other than public streets, including but not limited to race cars, dirt track vehicles, all-terrain vehicles, golf carts, and go-carts. The term may also include non-motorized towable vehicles, including but not limited to trailers, livestock trailers, campers, and fifth-wheels.

Trash shall mean all non-decayable waste.

Undeveloped property shall mean tracts of land or lots upon which no structure exists.

Vegetation shall mean any grass, weeds, shrubs, trees, brush, bushes, or vines.

Weeds shall mean vegetation that, because of its height, is objectionable, unsightly or unsanitary, but excluding cultivated crops, shrubs, bushes, trees, flowers, and vines."

SECTION 3

Section 15-15, "Overgrown vegetation, rubbish, and other unsanitary matter declared nuisance," of Article I, "In General," of Chapter 15, "Nuisances," is retitled and amended to read as follows:

"**Sec. 15-15. Declaration of nuisances**.

The following, when located within the City or within 5,000 feet outside the city limits of the City of Kennedale, 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:

(a) 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.

(b) 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.

(c) All markets, laundries, stores or other buildings or places, which are not maintained clean and free from filth and unwholesome substances and odors.

(d) Every trade, business or occupation injurious to the health of persons who reside in the vicinity where such trade, business or occupation is carried on.

(3) All lots or receptacles containing water that is allowed to become stagnant or offensive or unwholesome from any cause, including swimming pools.

(f) 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.

(g) Any premises where rats or vermin breed or are harbored.

(h) 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.

(i) The act of depositing any filth, or any foul, offensive, nauseous or injurious substance upon any public street or other public or private place.

(j) 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.

(k) The act of defecation or urinating upon any public street, or at any place which may be seen from a private residence, or seen by persons passing along any public street.

(l) The act of allowing filth or rubbish of any kind to remain on any sidewalk, street, or alley."

SECTION 4

Section 15-16, "Unlawful accumulations of overgrown vegetation, rubbish or unsanitary matter," of Article I, "In General," of Chapter 15, "Nuisances," is retitled and amended to read as follows:

"**Sec. 15-16. High grass, weeds, and right-of-way maintenance.**

The acts and conditions described in the subsections below are declared a public nuisance when located within the City or within 5,000 feet outside the City limits of the City of Kennedale:

(a) 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 twenty-four (24) inches for grass or hay used for grazing animals on agricultural-exempt property when a fire break is provided and deemed appropriate by the fire marshal in size to protect adjacent property.

(b) 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.

(c) 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.

(d) 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."

SECTION 5

Article I, "In General," of Chapter 15, "Nuisances," is amended by adding Section 15-22, Property maintenance," to read as follows:

"Sec. 15.22. Property maintenance.

The owner, tenant and/or any occupant shall maintain a structure and property 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 and in compliance with these requirements and all other applicable City ordinances. The owner, tenant, and/or any occupant shall comply with the following regulations, and any noncompliance shall constitute a public nuisance:

(a) *Rodents and infestations.* All structures and exterior property shall be kept free from rodents and infestations. Where rodents or other 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.

(b) *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.

(c) *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.

(d) *Swimming pools.* Swimming pools and outdoor spas shall be maintained in a clean and sanitary condition, and in good repair.

(e) *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.

(f) *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.

(g) *Structural members.* All structural members shall be maintained free from deterioration, and shall be capable of safely supporting the imposed dead and live loads.

(h) *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.

(i) *Exterior walls.* All exterior walls shall be free from holes, breaks, and loose or rotting materials, and maintained, weatherproofed and properly surface coated where required to prevent deterioration.

(j) *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.

(k) *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 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.

(l) *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.

(m) *Handrails.* Every handrail and guardrail shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.

(n) *Window, skylight.* Every window, skylight, door, and frame shall be kept in sound condition and in good repair and weather tight.

(o) *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.

(p) *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.

(q) *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.

(r) *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.

(s) *Stairs and walking surfaces.* Every stair, ramp, landing, balcony, porch, deck or other walking surface shall be maintained in sound condition and good repair.

(t) *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.

(u) *Exterior property area*s. 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.

(v) *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.

(w) *Exterior signage*. All commercial signs shall be maintained and kept in a good state of repair."

SECTION 6

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

SECTION 7

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

SECTION 8

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

SECTION 9

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 no more than Two Thousand Dollars ($2,000.00) for violations of this ordinance. Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 10

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

SECTION 11

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

PASSED AND APPROVED ON THIS ______ DAY OF __________________, 2023.

____
, MAYOR

ATTEST:

____
, CITY SECRETARY

APPROVED AS TO FORM AND LEGALITY:

____
Carvan E. Adkins, CITY ATTORNEY

City of KENNEDALE Texas EST. 1887

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: NOVEMBER 20, 2023

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

SUBJECT
Consider approval of a resolution voting for candidates of the TAD Board of Directors.

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

1.	Resolution TAD	Resolution TAD.docx

Resolution No. ___

A resolution authorizing the casting of the City of Kennedale's allocated votes for appointment on the Tarrant Appraisal District Board of Directors.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KENNEDALE:

I. That the Presiding Officer Mayor Jan Joplin of the City of Kennedale, is hereby authorized, on behalf of the City Council of the City of Kennedale to cast the City of Kennedale's votes on the official ballot for the election of members to the Tarrant Appraisal District's Board of Directors.

II. A substantial copy of the official ballot is attached hereto and incorporated herein for all intents and purposes.

Ill. Further, the City Secretary is hereby directed to forward a certified copy of this resolution to Mr. Jeff Law, Chief Appraiser, Tarrant Appraisal District, 2500 Handley-Ederville Road, Fort Worth, Texas 76118.

PRESENTED AND PASSED on this the __________day of _______________, 2023, by a vote of _____ ayes and _____ nays at a regular meeting of the City Council of the City of Kennedale.

____

Mayor Jan Joplin

ATTEST:

____

Raeanne Byington, City Secretary

____

APPROVED AS TO FORM:

Carvan Adkins, City Attorney

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: NOVEMBER 20, 2023

AGENDA ITEM NUMBER: EXECUTIVE SESSION ITEM VI.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

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: NOVEMBER 20, 2023

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

SUBJECT
Alta Landing Planned Development

ORIGINATED BY

SUMMARY

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

MEETING DATE: NOVEMBER 20, 2023

AGENDA ITEM NUMBER: EXECUTIVE SESSION ITEM VI.A.2.

SUBJECT
3M Lawsuit

ORIGINATED BY

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: NOVEMBER 20, 2023

AGENDA ITEM NUMBER: EXECUTIVE SESSION ITEM VI.B.

SUBJECT
PURSUANT TO §551.072 *— Deliberation regarding the purchase, exchange, lease, or value of real property.*

ORIGINATED BY

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: NOVEMBER 20, 2023

AGENDA ITEM NUMBER: EXECUTIVE SESSION ITEM VI.B.1.

SUBJECT
Discussion of EDC Properties; Buy and Sell

ORIGINATED BY

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: NOVEMBER 20, 2023

AGENDA ITEM NUMBER: EXECUTIVE SESSION ITEM VI.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.*

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: NOVEMBER 20, 2023

AGENDA ITEM NUMBER: EXECUTIVE SESSION ITEM VI.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

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: NOVEMBER 20, 2023

AGENDA ITEM NUMBER: EXECUTIVE SESSION ITEM VI.D.1.

SUBJECT
Appointment of Council Members to the EDC.

ORIGINATED BY

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

MEETING DATE: NOVEMBER 20, 2023

AGENDA ITEM NUMBER: EXECUTIVE SESSION ITEM VI.D.2.

SUBJECT
Appointment of Alternates to the BOA.

ORIGINATED BY

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RECOMMENDATION

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