



KENNEDALE CITY COUNCIL AGENDA

REGULAR MEETING | APRIL 16, 2024 AT 5:30 PM
CITY HALL COUNCIL CHAMBERS | 405 MUNICIPAL DRIVE, KENNEDALE, TX 76060

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

I. CALL TO ORDER

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

A. ROLL CALL

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

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

II. VISITOR AND CITIZEN FORUM

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. WORK SESSION

A. WORK SESSION REPORTS

1. Re-Accreditation Award for Kennedale Police Department
2. Little School Rd Extension (Freese & Nichols)
3. Safe route to school (Shield Engineering)
4. Street study
5. Receive the independent auditor's Annual Comprehensive Financial Report (ACFR) for the fiscal year 2023 ending September 30, 2023. Forvis LLP
6. Board & Commissions Training
7. Capital Project Plan for water & sewer
8. Resolution for Citizens on Patrol

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
2. Updates from the Mayor
 - a. BBQ Proclamation
 - b. Child Abuse Awareness Month Proclamation
3. Updates from the City Manager
4. Financial Reports for the City and/or the EDC

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 March 19, 2024 Regular Meeting
2. Approval of the independent auditor's Annual Comprehensive Financial Report (ACFR) for the fiscal year 2023 ending September 30, 2023. Forvis LLP

C. ITEMS FOR INDIVIDUAL CONSIDERATION

1. Stripe-A-Zone Quote N Little School Rd
2. Valley Lane and Averett Rd bridge improvements
3. Judge Agreements

D. PUBLIC HEARINGS

V. EXECUTIVE SESSION

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

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

1. 400 N Little School Rd Repair Estimate
2. TownCenter Development District
3. Tru Hotel Agreement

- B. **PURSUANT TO §551.072** — *Deliberation regarding the purchase, exchange, lease, or value of real property.*
- C. **PURSUANT TO §551.087** — *(1) Deliberation regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision.*
- D. **PURSUANT TO §551.074** — *Deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee.*

1. Board appointments

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

VII. ADJOURNMENT

CERTIFICATION

I DO HEREBY CERTIFY THAT THE APRIL 16, 2024 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.



ROSS SANCHEZ, INTERIM DEPUTY CITY SECRETARY

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

STAFF REPORT TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: APRIL 16, 2024

AGENDA ITEM NUMBER: REGULAR SESSION ITEM I.B.

SUBJECT

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

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

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: APRIL 16, 2024

AGENDA ITEM NUMBER: WORK SESSION ITEM III.A.

SUBJECT
WORK SESSION REPORTS

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: APRIL 16, 2024

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

SUBJECT
Re-Accreditation Award for Kennedale Police Department

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: APRIL 16, 2024

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

SUBJECT
Little School Rd Extension (Freese & Nichols)

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

MEETING DATE: APRIL 16, 2024

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

SUBJECT

Safe route to school (Shield Engineering)

ORIGINATED BY

Kristian Sugrim

SUMMARY

After receiving Transportation Investment Generating Economic Recovery (TIGER) federal funding to address school transportation safety, the North Central Texas Council of Governments (NCTCOG) requested proposals for SRTS programs. The City of Kennedale in collaboration with NCTCOG and the Texas Department of Transportation (TxDOT) initiated a SRTS project for the Crestdale District, with the intent to improve safety, and levels of physical activity for students by walking or bicycling to school, and reduce transportation's contribution to air pollution.

In 2018, Kennedale's Council approved an Advanced Funding Agreement (AFA) construction cost based on 80% federal funding and 20% local government funding, and subsequently initiated the services of Shield Engineering to begin designs for sidewalks, crossing improvements, concrete curb and gutter and driveways. The construction project was first advertised on December 28, 2023, and had a bid opening of January 25, 2024, with an approval from TxDOT on March 28, 2024.

RECOMMENDATION

Staff recommends that the Kennedale's City Council authorize the approval of a construction contract with The Fain Group, at the bid sum of One Million Four Hundred Thirteen Thousand Five Hundred Fifty-Seven Dollars, \$1, 413,557.00.

ATTACHMENTS

1.	0902-90-199 Tarrant	0902-90-199 Tarrant.pdf
2.	0902-90-199 Executed AFA	0902-90-199 Executed AFA.pdf
3.	20240301 Combined Bid Analysis	20240301 Combined Bid Analysis.pdf
4.	Proj. Loc.Map	Proj. Loc.Map.pdf



MEMO

March 28, 2024

To: Lance Simmons, P.E.
Chief Engineer

Through: Jessica Butler, P.E.
Director of Engineering & Safety Operations

DocuSigned by:
Jessica Butler
00B7C02688034DD...

From: Duane S. Milligan, P.E.
Construction Division Director

DocuSigned by:
Duane S. Milligan
361344A1074C4B6...

Subject: Award of Local Government Project, Tarrant County

Control: 0902-90-199
Project: CM 2024(631)
Highway: CS
Tarrant County

The above referenced pedestrian infrastructure project has been reviewed. The City of Kennedale and the Fort Worth District recommend awarding the contract to The Fain Group, Inc. The total amount of the low bid was \$1,413,557.00, which is 7.7 percent over the engineer's estimate of \$1,312,394.00. Funds for this project are allocated in accordance with the Federal Project Authorization and Agreements (FPAA). The city is responsible for any costs above the maximum authorized federal amounts.

Attached is the State Letter of Authority (SLOA) for locally let projects and the FPAA, indicating clearances for the following:

- Right of way
- Encroachments
- Relocation assistance
- Environmental

DocuSigned by:
Lance M. Simmons
7A1E426988DE4A2...

3/29/2024

I concur with the recommendation.

The utility is expected to be relocated within a month. Shall it interfere with construction operations, the city is aware that federal funding cannot be used to pay the contractor for any compensable delays and corresponding time extensions.

We request your concurrence in the award of this project. If you have any questions, please call Duane S. Milligan, P.E., at 512/416-2456.

TxDOT:				Federal Highway Administration:	
CSJ #	0902-90-199			CFDA No.	20.205
District #	02-FTW	AFA ID	Z00003125	CFDA Title	Highway Planning and Construction
Code Chart 64 #	22000				
Project Name	ARTHUR INTERMEDIATE AND DELANEY ELEMENTARY			AFA Not Used For Research & Development	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
CONGESTION MITIGATION & AIR QUALITY IMPROVEMENT
Off-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the “State”, and the **City of Kennedale**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116073** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **Construct Pedestrian Infrastructure**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **August 16, 2022**, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

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Project Name	ARTHUR INTERMEDIATE AND DELANEY ELEMENTARY			<i>AFA Not Used For Research & Development</i>	

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	N/A	Utilities	Article 8
2.	Local Government	Environmental Assessment and Mitigation	Article 9
3.	Local Government	Architectural and Engineering Services	Article 11
4.	Local Government	Construction Responsibilities	Article 12
5.	N/A	Right of Way and Real Property	Article 14

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of the Kennedale Safe Routes to School project. This is a pedestrian centered sidewalk project located in the Crestdale Subdivision, which is situated between Delaney Elementary and Arthur Intermediate schools. This project is located between Kennedale Parkway and Crestview Drive and between Clover Lane and Arthur Drive. This project will install roughly 7650 LF of 5' to 7' wide sidewalks and 1060 LF of cross walks in and around the Crestdale Subdivision on Cloverlane Drive, Mistletoe Drive, Paula Street, Timberline Drive, Crestview Drive, and Reeves Lane.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget (Attachment B) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of

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qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.
- F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
- G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly

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- differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
 - J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
 - K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
 - L. The State will not pay interest on any funds provided by the Local Government.
 - M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
 - N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
 - O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
 - P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.
 - Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with

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those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

- R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of

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construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with

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Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

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14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

- A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.
- B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.
- D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
- E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.
- F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.

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- G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.
- H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

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16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
City of Kennedale ATTN: City Manager 405 Municipal Drive Kennedale, TX 76060-2249	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government.

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

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21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

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- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or

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- whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
 - D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
 - E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
 - F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
 - G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
 - H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
 - I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
 - J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
 - K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
 - L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.

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- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.*

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549

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and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09->

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[14/pdf/2010-22705.pdf](http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf) and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.

- B. The Local Government agrees that it shall:
1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
 3. Report the total compensation and names of its top five executives to the State if:
 - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

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Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS

DocuSigned by:

Kenneth Stewart

Signature

Kenneth Stewart

Typed or Printed Name

Director of Contract Services

Typed or Printed Title

9/6/2022

Date

THE LOCAL GOVERNMENT

DocuSigned by:

Darrell Hull

Signature

Darrell Hull

Typed or Printed Name

City Manager

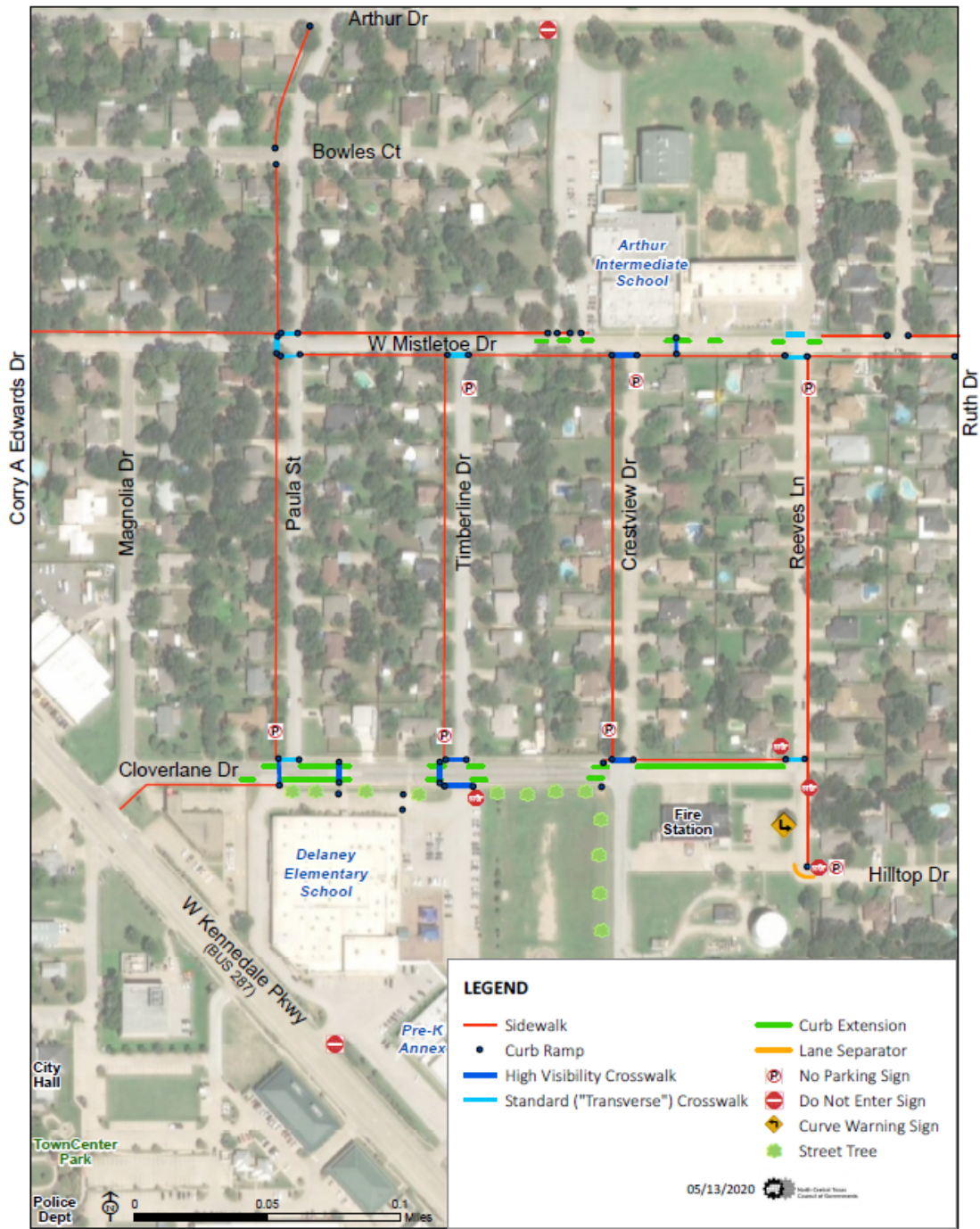
Typed or Printed Title

9/2/2022

Date

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ATTACHMENT A
LOCATION MAP SHOWING PROJECT



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ATTACHMENT B PROJECT BUDGET

Construction costs will be allocated based on 80% Federal funding and 20% Local Government funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Environmental (by Local Government)	\$36,025	0%	\$0	0%	\$0	100%	\$36,025
Engineering (by Local Government)	\$67,225	0%	\$0	0%	\$0	100%	\$67,225
Construction (by Local)	\$1,104,695	80%	\$883,756	0%	\$0	20%	\$220,939
Subtotal	\$1,207,945		\$883,756		\$0		\$324,189
Environmental Direct State Costs	\$1,801	0%	\$0	0%	\$0	100%	\$1,801
Right of Way Direct State Costs	\$1	0%	\$0	0%	\$0	100%	\$1
Engineering Direct State Costs	\$3,361	0%	\$0	0%	\$0	100%	\$3,361
Utility Direct State Costs	\$1	0%	\$0	0%	\$0	100%	\$1
Construction Direct State Costs	\$77,329	0%	\$0	0%	\$0	100%	\$77,329
Indirect State Costs	\$57,619	0%	\$0	100%	\$57,619	0%	\$0
TOTAL	\$1,348,057		\$883,756		\$57,619		\$406,682

Initial payment by the Local Government to the State: \$5,164.00

Payment by the Local Government to the State before construction: \$77,329.00

Estimated total payment by the Local Government to the State \$82,493.00

This is an estimate. The final amount of Local Government participation will be based on actual costs.

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ATTACHMENT C RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

RESOLUTION NO. 610

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KENNEDALE, TEXAS, AUTHORIZING THE CITY TO ENTER INTO AN ADVANCE FUNDING AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR CONGESTION MITIGATION AND AIR QUALITY IMPROVEMENT (OFF-SYSTEM) TO CONSTRUCT PEDESTRIAN INFRASTRUCTURE TO PROVIDE ACCESS TO DELANEY ELEMENTARY AND ARTHUR INTERMEDIATE SCHOOLS (TXDOT CSJ# 0902-90-199); 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 Local Government Code; and

WHEREAS, it is the intent of the City to protect the public health, safety, and welfare; and

WHEREAS, the City initiated its Safe Routes to School project to construct safer pedestrian infrastructure for access to schools within the City; and

WHEREAS, the area in and around Crestdale Subdivision requires improvements to its pedestrian infrastructure in order to provide safe access to Arthur Intermediate School and Delaney Elementary School; and

WHEREAS, the City and the Texas Department of Transportation are authorized by the laws of the State of Texas to enter into and do intend to enter into an Advance Funding Agreement for the project involving the construction of new pedestrian infrastructure, including sidewalks, curb ramps, crosswalks, and other features, in this project area; and

WHEREAS, the AFA Local Government Contribution from the City for this construction is \$406,682.00.

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

SECTION 1. The City of Kennedale, Texas, may enter into an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) for Congestion Mitigation and Air Quality Improvement (off-system) for constructing pedestrian infrastructure in the Crestdale subdivision to provide safer access to Delaney Elementary and Arthur Intermediate schools (TXDOT CSJ # 0902-90-199). The City of Kennedale will be 100% responsible for project overruns. Further, the City Manager for the City of Kennedale is hereby authorized to sign the Agreement.

SECTION 2. Upon adoption of this Resolution, the City Secretary is directed to give such notice of this resolution as may be required by law.

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Project Name	ARTHUR INTERMEDIATE AND DELANEY ELEMENTARY			<i>AFA Not Used For Research & Development</i>	

SECTION 3. The Mayor, City Manager, and City Secretary, in consultation with the City Attorney, are hereby authorized and directed to take all actions necessary to effectuate this Resolution.

SECTION 4. This Resolution shall be effective immediately upon its passage.

PASSED, ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF KENNEDALE, TEXAS, THIS 16th DAY OF August, 2022.

APPROVED:


MAYOR, HOLLIS MATTHEWS

ATTEST:


INTERIM CITY SECRETARY, CAROLINE GREEN

APPROVED AS TO FORM:


CITY ATTORNEY, CARVAN E. ADKINS



This document represents the bid results and analysis for the Kennedale Safe Routes to School Project as Dictated in the LGPP section 8.2.7 The advertising, addenda, bid opening, and bid analysis processes are detailed below.

Project Description:

This project will install sidewalks, curb bulb outs, new street crossings, and updated signage to create safer travel routes to the surrounding school systems.

Advertising:

The City advertised this project on CIVCAST and in the Star-Telegram newspaper on December 28th, 2023 and January 4th, 2024.

Addenda:

2 Addenda were issued to prospective bidders on 1/11/2024 and 1/24/2024.

Bid Opening and Tabulation:

Sealed bids were submitted to the City and read aloud publicly on 1/25/2024 at 2 pm at Kennedale City Hall. The city project manager, the project engineer, and TxDOT were in attendance.

There were six bidders:

1. David Tehoungue LTD Co
2. The FAIN Group
3. 308 Construction, LLC
4. Apple Pavement
5. FM Utilities LLC
6. Texas Civil Construction

A requirement of TxDOT's LGPP letting process is the inclusion of 4 documents in each contractor's bid along with the bid proposal, conflict of interest, bid bond and signed addenda: State of Texas Child Support Business Ownership Form, Disclosure of Lobbying Activities, and the Non-Collusion Affidavit and Debarment Certification. Apple Pavement Services did not submit a signed addendum 2, Disclosure of Lobbying activities, or certificate of insurance. Texas Civil Construction did not submit the State of Texas Child Support Business Ownership Form, Non-Collusion Affidavit and Debarment Certification, or a certificate of insurance. Since these 2 did not submit the required TxDOT forms, their bids were deemed non-responsive.

TxDOT also requires its bidders to be pre-qualified by meeting the requirements of the Confidential questionnaire. Only FAIN Group was prequalified.

Shield Engineering verified the unit prices and mathematical extensions were correct and then created the bid tabulation, which is attached. On the bid tab there are highlighted yellow cells in which the bid proposal from a contractor does not match. There are errors on The Texas Civil Construction, David Tehoungue Limited, 308 Construction, and Apple Utilities bids. Most of them are very small errors, i.e on FM utilities there is a total difference of \$0.28. David Tehoungue Limited had the largest errors.

The apparent lowest responsive bidder would then be the FAIN Group with a total base bid of \$1,413,557.00 and an alternate deduct bid of \$1,420,070.00. The engineer's estimate for the base bid was \$1,312,394.00 and the alternate deduct bid was \$1,080,966.00.

Bid Analysis:

The lowest responsive bidder submitted their DBE information to the City on February 15, 2024. Shield Engineering verified that the bidders are not currently debarred by either the Federal Government or State of Texas using the website listed below.

SAM.gov | Search

Unbalanced Bid Analysis:

The unit bid items for FAIN Group were analyzed to determine if there were unbalanced bids. Per Shield Engineering's best engineering judgment, the bid proposed by FAIN was not unbalanced.

Contract Award Recommendation:

The lowest responsive base bid was approximately 7.7% higher than the engineer's estimate. The engineer's estimate was based on recent bid tabs from previous projects using similar bid items and TxDOT's average unit prices. Shield Engineering also confirmed with TxDOT that FAIN has experience working on similar projects. Shield Engineering recommends the City award the contract to the lowest responsive bidder, The FAIN Group.

Please let us know if you have any questions. We look forward to receiving TxDOT's concurrence on this award.

SHIELD ENGINEERING GROUP, PLLC Consulting Engineers				BID TABULATION REPORT 2024 KENNEDALE SRTS KENNEDALE, TX																			
BID OPENING: Jan 25, 2024 at 2:00 PM																							
Project Item Information				FM Utilities			Apple Pavement			308 Construction			David Tehoungue Limited			FAIN			Texas Civil Construction			Engineers Estimate	
Bidlist Item No.	Description	Unit of Measure	Bid Quantity	Unit Price	Bid Value		Unit Price	Bid Value		Unit Price	Bid Value		Unit Price	Bid Value		Unit Price	Bid Value		Unit Price	Bid Value		Unit Price	Bid Value
BASE BID																							
1	PREPARING ROW	STA	79	\$698.00	\$55,142.00		\$2,500.00	\$197,500.00		\$1,530.00	\$120,870.00		\$300.00	\$23,700.00		\$921.00	\$72,759.00		\$650.00	\$51,350.00		\$1,000.00	\$79,000.00
2	REMOVING CONC (PAV)	SY	380	\$46.00	\$17,480.00		\$27.00	\$10,260.00		\$40.80	\$15,504.00		\$45.00	\$17,100.00		\$29.00	\$11,020.00		\$30.00	\$11,400.00		\$25.00	\$9,500.00
3	REMOVING CONC (SIDWALKS)	SY	32	\$178.00	\$5,696.00		\$31.50	\$1,008.00		\$45.90	\$1,468.80		\$35.00	\$1,120.00		\$47.00	\$1,504.00		\$23.00	\$736.00		\$43.00	\$1,376.00
4	REMOVING CONC (DRIVEWAYS)	SY	1337	\$18.00	\$24,066.00		\$22.50	\$30,082.50		\$40.80	\$54,549.60		\$25.00	\$33,425.00		\$47.00	\$62,839.00		\$30.00	\$40,110.00		\$28.00	\$37,436.00
5	REMOVING CONC (CURB AND	LF	278	\$11.00	\$3,058.00		\$12.00	\$3,336.00		\$12.24	\$3,402.72		\$15.00	\$4,170.00		\$9.00	\$2,502.00		\$20.00	\$5,560.00		\$23.00	\$6,394.00
6	REMOVING STAB BASE & ASPH	SY	537	\$38.00	\$20,406.00		\$25.00	\$13,425.00		\$81.60	\$43,819.20		\$45.00	\$24,165.00		\$11.00	\$5,907.00		\$20.00	\$10,740.00		\$6.00	\$3,222.00
7	BLOCK SODDING	SY	4023	\$12.00	\$48,276.00		\$20.00	\$80,460.00		\$7.34	\$29,528.82		\$15.00	\$60,345.00		\$15.00	\$60,345.00		\$15.00	\$60,345.00		\$9.00	\$36,207.00
8	VEGETATION BARRIER (TREE	SY	210	\$72.40	\$15,204.00		\$50.00	\$10,500.00		\$10.20	\$2,142.00		\$20.00	\$4,200.00		\$61.00	\$12,810.00		\$50.00	\$10,500.00		\$82.00	\$17,220.00
9	LIME (HYDRATED LIME (DRY))	TON	2	\$450.00	\$900.00		\$500.00	\$1,000.00		\$255.00	\$510.00		\$450.00	\$900.00		\$680.00	\$1,360.00		\$1,400.00	\$2,800.00		\$290.00	\$580.00
10	LIME TRT (EXIST MATL) (8")	SY	149	\$45.00	\$6,705.00		\$75.00	\$11,175.00		\$25.50	\$3,799.50		\$35.00	\$5,215.00		\$42.00	\$6,258.00		\$250.00	\$37,250.00		\$67.00	\$9,983.00
11	D-GR HMA TY-B PG64-22	TON	4	\$255.00	\$1,020.00		\$750.00	\$3,000.00		\$1,836.00	\$7,344.00		\$1,500.00	\$6,000.00		\$760.00	\$3,040.00		\$2,500.00	\$10,000.00		\$250.00	\$1,000.00
12	D-GR HMA TY-D PG64-22	TON	2	\$255.00	\$510.00		\$750.00	\$1,500.00		\$2,244.00	\$4,488.00		\$1,500.00	\$3,000.00		\$760.00	\$1,520.00		\$3,000.00	\$6,000.00		\$254.00	\$508.00
13	CONC PVMT (CONT REINF	SY	129	\$140.00	\$18,060.00		\$90.00	\$11,610.00		\$117.30	\$15,131.70		\$135.00	\$17,415.00		\$185.00	\$23,865.00		\$250.00	\$32,250.00		\$190.00	\$24,510.00
14	SAND BACKFILL	CY	99	\$30.00	\$2,970.00		\$55.00	\$5,445.00		\$61.20	\$6,058.80		\$120.00	\$11,880.00		\$35.00	\$3,465.00		\$80.00	\$5,940.00		\$35.00	\$3,465.00
15	ADJUSTING MANHOLES	EA	3	\$1,650.00	\$4,950.00		\$2,750.00	\$8,250.00		\$1,632.00	\$4,896.00		\$1,500.00	\$4,500.00		\$2,000.00	\$6,000.00		\$1,000.00	\$3,000.00		\$1,900.00	\$5,700.00
16	ADJUSTING MANHOLES	EA	1	\$561.00	\$561.00		\$2,500.00	\$2,500.00		\$2,040.00	\$2,040.00		\$1,500.00	\$1,500.00		\$1,749.00	\$1,749.00		\$1,350.00	\$1,350.00		\$350.00	\$350.00
17	MOBILIZATION	LS	1	\$44,690.00	\$44,690.00		\$25,000.00	\$25,000.00		\$98,940.00	\$98,940.00		\$264,738.30	\$264,738.30		\$40,000.00	\$40,000.00		\$270,000.00	\$270,000.00		\$40,000.00	\$40,000.00
18	BARRICADES, SIGNS AND	MO	6	\$4,460.00	\$26,760.00		\$3,000.00	\$18,000.00		\$6,222.00	\$37,332.00		\$8,500.00	\$51,000.00		\$5,200.00	\$31,200.00		\$10,000.00	\$60,000.00		\$8,000.00	\$48,000.00
19	TEMP SDMT CONT FENCE	LF	136	\$15.00	\$2,040.00		\$8.00	\$1,088.00		\$13.26	\$1,803.36		\$25.00	\$3,400.00		\$34.00	\$4,624.00		\$20.00	\$2,720.00		\$12.00	\$1,632.00
20	COLORLED TEXTURED CONC (4")	SY	471	\$152.00	\$71,592.00		\$115.00	\$54,165.00		\$132.60	\$62,454.60		\$93.00	\$43,803.00		\$190.00	\$89,490.00		\$235.00	\$110,685.00		\$125.00	\$58,875.00
21	CONC CURB & GUTTER (TY I)	LF	798	\$47.00	\$37,506.00		\$30.00	\$23,940.00		\$40.80	\$32,558.40		\$50.00	\$39,900.00		\$36.00	\$28,728.00		\$75.00	\$59,850.00		\$70.00	\$55,860.00
22	CONC CURB & GUTTER (TY II)	LF	2377	\$39.00	\$92,703.00		\$30.00	\$71,310.00		\$40.80	\$96,981.60		\$50.00	\$118,850.00		\$36.00	\$85,572.00		\$60.00	\$142,620.00		\$70.00	\$166,390.00
23	DRIVEWAYS (CONC)	SY	1715	\$94.50	\$162,067.50		\$92.00	\$157,780.00		\$112.20	\$192,423.00		\$85.00	\$145,775.00		\$143.00	\$245,245.00		\$150.00	\$257,250.00		\$118.00	\$202,370.00
24	CONC SIDEWALKS (4")	SY	3535	\$86.10	\$304,363.50		\$85.00	\$300,475.00		\$81.60	\$288,456.00		\$110.00	\$388,850.00		\$99.00	\$349,965.00		\$100.00	\$353,500.00		\$82.00	\$289,870.00
25	CURB RAMPS (TY 2)	EA	3	\$3,133.00	\$9,399.00		\$2,800.00	\$8,400.00		\$4,080.00	\$12,240.00		\$2,000.00	\$6,000.00		\$3,200.00	\$9,600.00		\$3,200.00	\$9,600.00		\$2,400.00	\$7,200.00
26	CURB RAMPS (TY 3)	EA	4	\$3,150.00	\$12,600.00		\$2,800.00	\$11,200.00		\$3,468.00	\$13,872.00		\$2,000.00	\$8,000.00		\$3,300.00	\$13,200.00		\$2,900.00	\$11,600.00		\$2,400.00	\$9,600.00
27	CURB RAMPS (TY 7)	EA	36	\$3,890.00	\$140,040.00		\$2,800.00	\$100,800.00		\$3,264.00	\$117,504.00		\$200.00	\$7,200.00		\$3,000.00	\$108,000.00		\$2,500.00	\$90,000.00		\$2,400.00	\$86,400.00
28	CURB RAMPS (TY 21)	EA	2	\$2,950.00	\$5,900.00		\$2,800.00	\$5,600.00		\$3,060.00	\$6,120.00		\$1,000.00	\$2,000.00		\$2,700.00	\$5,400.00		\$3,500.00	\$7,000.00		\$2,400.00	\$4,800.00
29	CHAIN LINK FENCE (REMOVE)	LF	138	\$9.50	\$1,311.00		\$8.00	\$1,104.00		\$30.60	\$4,222.80		\$100.00	\$13,800.00		\$10.00	\$1,380.00		\$18.00	\$2,484.00		\$15.00	\$2,070.00
30	CHAIN LINK FENCE (INSTALL)	LF	138	\$31.00	\$4,278.00		\$75.00	\$10,350.00		\$45.90	\$6,334.20		\$125.00	\$17,250.00		\$75.00	\$10,350.00		\$40.00	\$5,520.00		\$29.00	\$4,002.00
31	RELOCATE EXISTING MAILBOX	EA	4	\$600.00	\$2,400.00		\$500.00	\$2,000.00		\$255.00	\$1,020.00		\$150.00	\$600.00		\$500.00	\$2,000.00		\$600.00	\$2,400.00		\$2,400.00	\$9,600.00
32	ALUMINUM SIGNS (TY O)	SF	685	\$82.00	\$56,170.00		\$35.00	\$23,975.00		\$22.44	\$15,371.40		\$25.00	\$17,125.00		\$24.00	\$16,440.00		\$45.00	\$30,825.00		\$29.00	\$19,865.00
33	IN SM RD SN SUP&AM TY	EA	37	\$565.00	\$20,905.00		\$750.00	\$27,750.00		\$714.00	\$26,418.00		\$150.00	\$5,550.00		\$900.00	\$33,300.00		\$850.00	\$31,450.00		\$832.00	\$30,784.00
34	RELOCATE SM RD SN SUP&AM	EA	21	\$625.00	\$13,125.00		\$375.00	\$7,875.00		\$561.00	\$11,781.00		\$150.00	\$3,150.00		\$130.00	\$2,730.00		\$525.00	\$11,025.00		\$143.00	\$3,003.00
35	REMOVE SM RD SN SUP&AM	EA	25	\$260.00	\$6,500.00		\$500.00	\$12,500.00		\$346.80	\$8,670.00		\$70.00	\$1,750.00		\$350.00	\$8,750.00		\$400.00	\$10,000.00		\$134.00	\$3,350.00
36	REFL PAV MRK TY I	LF	919	\$17.00	\$15,623.00		\$15.00	\$13,785.00		\$12.24	\$11,248.56												

90% PLAN SUBMITTAL

REEVES LANE

FROM HILLTOP DR TO W MISTLETOE DR

CLOVERLANE DR

FROM W KENNEDALE PKWY TO REEVES LN



MAYOR

CITY MANAGER

PUBLIC WORKS DIRECTOR



N.T.S



TYPE FIRM #F-11039 - TBLS FIRM #10193890
1600 West 7th Street, Suite 400, Fort Worth, TX 76102 - 817.810.0696

November 2023



 TEXAS DEPARTMENT OF TRANSPORTATION

FED RD DIV NO	PROJECT NO	HIGHWAY NO
6	CA 1	CS
STATE	DISTRICT	SHEET NO
TEAMS	FLW	TARRANT
CONTROL	SECTION	JOB
0002	90	199

STAFF REPORT TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: APRIL 16, 2024

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

SUBJECT
Street study

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS



STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: APRIL 16, 2024

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

SUBJECT
Receive the independent auditor's Annual Comprehensive Financial Report (ACFR) for the fiscal year 2023 ending September 30, 2023. Forvis LLP

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

1.	FY23 Presentation	FY23 Presentation.pptx
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FORVISTM



City of Kennedale, Texas

FY2023 Audit Presentation

Introductions



Kevin Kemp, CPA

Partner

Kevin.Kemp@forvis.com

Agenda



Audit Scope and Results



Questions

Audit Scope and Results

FORV/S

FORVIS is a trademark of FORVIS, LLP, registration of which is pending with the U.S. Patent and Trademark Office.

Audit Scope and Results

- Unmodified “Clean” Opinions
 - Independent Auditor’s Report on Basic Financial Statements
 - Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* – Independent Auditor’s Report

Audit Scope and Results (cont.)

- Qualitative Aspects of Significant Accounting Policies and Practices
 - Significant Accounting Policies
 - The City's significant accounting policies are described in *Note 1* of the audited financial statements.
 - Implementation of GASB 94, *Public-Private and Public-Public Partnerships and Availability Payment Arrangements* and GASB 96, *Subscription-Based Information Technology Arrangements*
 - Unusual Policies or Methods
 - No matters are reportable
 - Alternative Accounting Treatments
 - No matters are reportable

Audit Scope and Results (cont.)

- Qualitative Aspects of Significant Accounting Policies and Practices (continued)
 - Management Judgments and Accounting Estimates
 - Accounts receivable and related allowance for doubtful accounts
 - Net pension liability and related deferred inflows and outflows of resources
 - Total other postemployment benefits (OPEB) liability and related deferred inflows and outflows of resources
 - Key estimates related to leases – lease discount rate, lease term, and lease payments
 - Financial Statement Disclosures
 - Net pension liability
 - Total OPEB liability
 - Leases

Audit Scope and Results (cont.)

- Proposed & Recorded Adjustments
 - Auditor-proposed and management-recorded entries include the following:
 - Various reclassification entries for reporting purposes – outsourced to FORVIS
 - Year-end entries related to Governmental Accounting Standards Board Statements 68, 75 and 87 – outsourced to FORVIS
 - Entries to convert modified accrual statements to full accrual statements – outsourced to FORVIS
 - Entry to roll forward net position of the water and wastewater fund – outsourced to FORVIS
 - Entry to properly record unearned revenue related to grant funding – outsourced to FORVIS
 - Entry to reduce escrow liabilities
 - Entry to properly record 2020 GO Refunding debt activity between the EDC fund and debt service fund
 - Entry to properly account for interlocal sales tax agreement
 - Entry to reduce construction in progress in the water and wastewater fund and record related depreciation
 - Entry to properly record accrued interest payable on 2023 bond issuance
 - Nature of Uncorrected Misstatements:
 - To correct revenue recognized in current year in the general fund and governmental activities that should have been recognized previously
 - To correct depreciation expense recognized in current year in the water and wastewater fund and business-type activities that should have been recognized previously
 - To reclassify credit balances in accounts receivable in the water and wastewater fund and business-type activities

Audit Scope and Results (cont.)

- Auditor's Judgments About the Quality of the City's Accounting Principles
 - No matters are reportable.
- Significant Issues Discussed with Management During the Audit Process
 - Implementation of GASB Statements 94 and 96

Audit Scope and Results (cont.)

- Internal Control Over Financial Reporting
 - Deficiencies
 - Improving year end close process.
 - We observed other matters that we consider to be deficiencies that we orally communicated to management.

Statement of Net Position for Governmental and Business-type Activities

	2023			2022		
	Governmental Activities	Business-type Activities	Total	Governmental Activities	Business-type Activities	Total
Current and other assets	\$ 17,597,874	\$ 19,481,156	\$ 37,079,030	\$ 15,861,896	\$ 5,949,978	\$ 21,811,874
Capital and lease assets	32,161,052	14,281,763	46,442,815	31,266,875	14,584,440	45,851,315
Total assets	49,758,926	33,762,919	83,521,845	47,128,771	20,534,418	67,663,189
Deferred outflows of resources	2,344,191	-	2,344,191	971,085	-	971,085
Long-term liabilities	16,682,445	16,299,879	32,982,324	12,640,092	1,549,557	14,189,649
Other liabilities	4,500,509	1,376,447	5,876,956	4,546,428	2,558,187	7,104,615
Total liabilities	21,182,954	17,676,326	38,859,280	17,186,520	4,107,744	21,294,264
Deferred inflows of resources	271,215	-	271,215	1,421,936	-	1,421,936
Net position:						
Net investment in capital assets	26,548,461	13,159,202	39,707,663	26,469,802	13,041,116	39,510,918
Restricted	2,518,064	242,734	2,760,798	1,817,752	294,597	2,112,349
Unrestricted	1,582,423	2,684,657	4,267,080	1,203,846	3,090,961	4,294,807
Total net position	\$ 30,648,948	\$ 16,086,593	\$ 46,735,541	\$ 29,491,400	\$ 16,426,674	\$ 45,918,074

Revenues and Expenses for Governmental and Business-type Activities

	2023			2022		
	Governmental Activities	Business-type Activities	Total	Governmental Activities	Business-type Activities	Total
Revenues						
Program Revenues						
Charges for services	\$ 1,513,500	\$ 4,655,420	\$ 6,168,920	\$ 1,730,525	\$ 4,721,496	\$ 6,452,021
Operating grant and contributions	592,540	-	592,540	140,941	-	140,941
Capital grant and contributions	-	29,035	29,035	-	134,266	134,266
General revenues						
Taxes and fees	10,436,896	-	10,436,896	9,706,895	-	9,706,895
Other	788,448	377,284	1,165,732	258,578	33,741	292,319
Grants not restricted to a specific purpose	190,984	-	190,984	139,053	-	139,053
Total revenues	13,522,368	5,061,739	18,584,107	11,975,992	4,889,503	16,865,495
Expenses						
General government	2,377,029	-	2,377,029	2,150,492	-	2,150,492
Public safety	6,733,488	-	6,733,488	5,916,631	-	5,916,631
Public works	2,306,021	-	2,306,021	1,870,477	-	1,870,477
Culture and recreation	546,019	-	546,019	411,125	-	411,125
Interest and fiscal charges	304,739	-	304,739	404,756	-	404,756
Water and sewer	-	5,277,033	5,277,033	-	5,698,754	5,698,754
Storm water drainage	-	222,312	222,312	-	83,495	83,495
Total expenses	12,267,295	5,499,345	17,766,640	10,753,481	5,782,249	16,535,730
Increase (Decrease) in Net Position Before Transfers	1,255,073	(437,606)	817,467	1,222,511	(892,746)	329,765
Transfers	(97,525)	97,525	-	(127,525)	127,525	-
Change in Net Position	1,157,548	(340,081)	817,467	1,094,986	(765,221)	329,765
Net Position, Beginning of Year	29,491,400	16,426,674	45,918,074	28,396,414	17,191,895	45,588,309
Net Position, Ending of Year	\$ 30,648,948	\$ 16,086,593	\$ 46,735,541	\$ 29,491,400	\$ 16,426,674	\$ 45,918,074

Questions?

forvis.com

The information set forth in this presentation contains the analysis and conclusions of the author(s) based upon his/her/their research and analysis of industry information and legal authorities. Such analysis and conclusions should not be deemed opinions or conclusions by FORVIS or the author(s) as to any individual situation as situations are fact specific. The reader should perform its own analysis and form its own conclusions regarding any specific situation. Further, the author(s) conclusions may be revised without notice with or without changes in industry information and legal authorities. FORVIS has been registered in the U.S. Patent and Trademark Office, which registration is pending.

FORV/S

Assurance / Tax / Advisory

Thank you!

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The information set forth in this presentation contains the analysis and conclusions of the author(s) based upon his/her/their research and analysis of industry information and legal authorities. Such analysis and conclusions should not be deemed opinions or conclusions by FORVIS or the author(s) as to any individual situation as situations are fact specific. The reader should perform its own analysis and form its own conclusions regarding any specific situation. Further, the author(s) conclusions may be revised without notice with or without changes in industry information and legal authorities. FORVIS has been registered in the U.S. Patent and Trademark Office, which registration is pending.

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STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: APRIL 16, 2024

AGENDA ITEM NUMBER: WORK SESSION ITEM III.A.6.

SUBJECT
Board & Commissions Training

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

1.	Board Member Handbook	Board Member Handbook.pdf
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BOARD MEMBER HANDBOOK

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WELCOME FROM THE MAYOR

Dear Board Member,

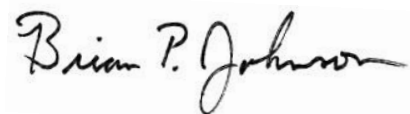
Congratulations on your appointment. On behalf of our City Council and residents, we welcome you and thank you for your service commitment. Your time, energy, knowledge, and active participation are important to the future of Kennedale. We have a great community, and your involvement will ensure that we will continue to prosper and meet the challenges of the future.

Resident participation in government is of vital importance, and we want your time spent in service to be valuable, useful, and rewarding. Always keep in mind that the actions and recommendations of your board are paramount to Kennedale's success as a city, and that your position as a representative of Kennedale residents should always come first. The knowledge and perspective that you bring to the table will have a great effect on both short- and long-term city goals.

As a public servant, it is your responsibility to arm yourself with additional tools and knowledge necessary to fulfill the obligations of your position. There are numerous resources available to assist you with familiarization of city government and processes, and this handbook will serve as a general introduction and guide as you begin your tenure of service. City staff is always available to assist you in any way, and your fellow board members will be a wealth of knowledge.

Thank you for your dedication to Kennedale, and we value your commitment to our continued excellence. We hope that you find your time in service to the city and our residents a positive accomplishment, and we thank you again for your commitment.

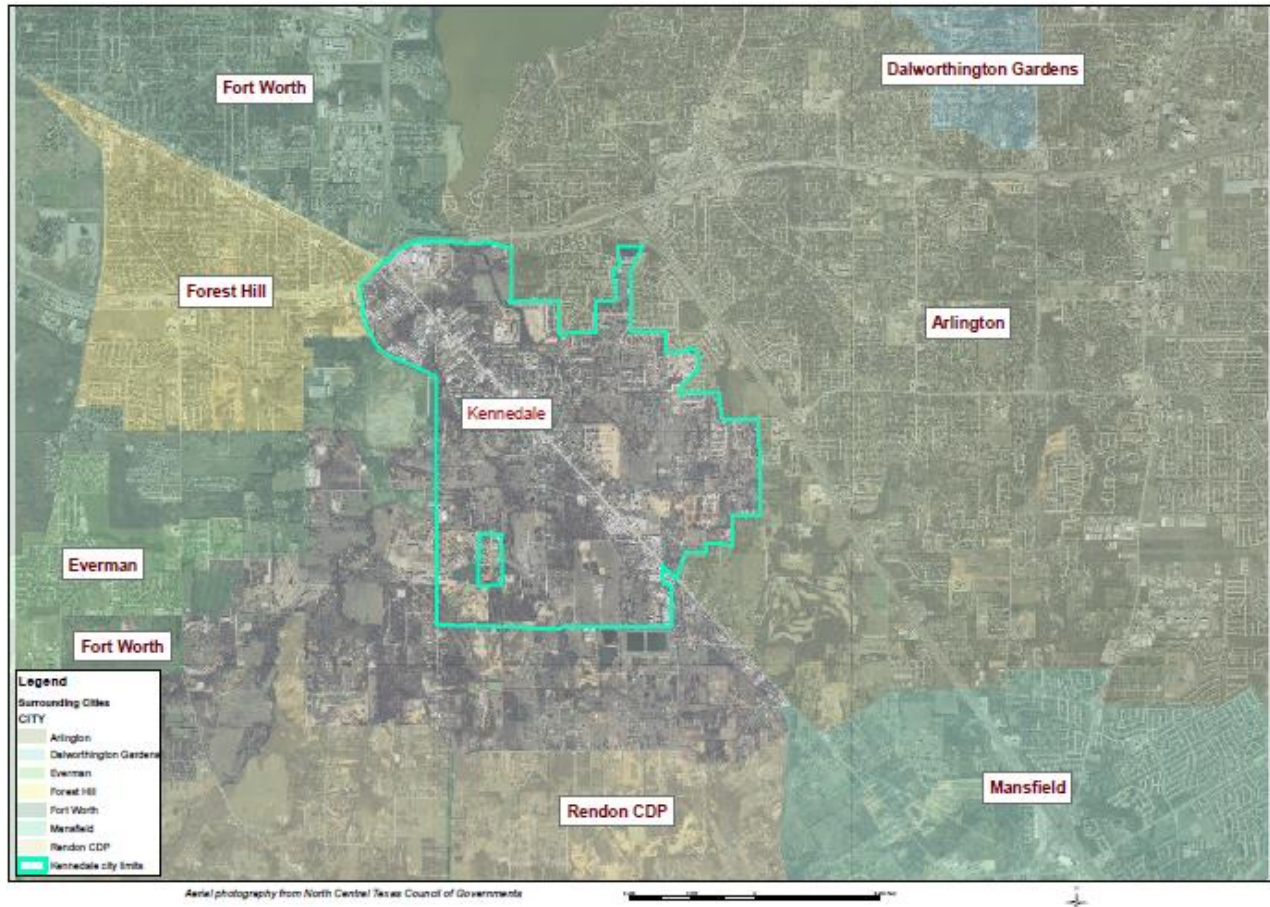
Sincerely,

A handwritten signature in black ink that reads "Brian P. Johnson". The signature is written in a cursive, flowing style.

Mayor Brian Johnson

INTRODUCTION TO THE CITY OF KENNEDALE

The City of Kennedale is located in Tarrant County, Texas, and is part of the Dallas-Fort Worth Metroplex. Located just ten miles southeast of Fort Worth and bordering both Arlington and Mansfield, the city occupies approximately six square miles of land in a very strategic location in the region.



Named after Oliver S. Kennedy, who originally platted the area, Kennedale was settled in the 1880s at the site of a mineral water well. By 1904 Kennedale had a population of 312. With the growth of nearby Fort Worth during the development of the defense industry, Kennedale began to expand, and by 1965 its population had grown to 1,800 residents and more than 50 businesses. The City of Kennedale has continued a steady growth and had approximately 5800 residents at the turn of the millennium. According to the 2010 census, Kennedale has a population of 6,763, and today the population is estimated at 7,800.

DEMOGRAPHICS	Kennedale	Tarrant County	State of Texas	United States
Population (2010 Census)	6,763	1,809,537	25,145,561	308,747,716
Population (2015 Estimate)	7,800	1,911,541	26,448,193	316,128,839
Male	49.8%	49.2%	49.0%	49.6%
Female	50.2%	50.8%	51.0%	50.4%
Population, percent change 04/2010 to 07/2013	7.0%	5.6%	5.2%	2.4%
Unemployment	4.1%	4.1%	4.2%	5.5%
Median value of owner-occupied housing, 2009-13	\$159,500	\$136,400	\$128,900	\$176,700
Persons per household, 2009-13	2.8	2.77	2.82	2.63
High school graduate or higher, percent of persons age 25 years+, 2009-13	87.3%	84.5%	81.2%	86.0%
Median household income (in 2013 dollars), 2009-13	\$73,854	\$56,853	\$51,900	\$53,046
Persons in poverty, percent	10.6%	15.5%	17.5%	14.5%

* Source: U.S. Census Bureau (www.census.gov)

GOVERNANCE

Incorporated	1947
Home Rule Charter	1998 (<i>Amended 2016</i>)
Government	Council/Manager (5 members + Mayor)

A thoughtfully crafted governance model forms the heart of an effective board. The City of Kennedale embraces the concept of ‘*Exemplifying Excellence*’ through a well-balanced set of policy governance principles that, when applied appropriately, allow governing boards and bodies to function in a manner that realizes true accountability. Policy governance is a precise system, requiring buy-in from all players and strict adherence to the model. Part of the development of this model includes producing documentation that outlines the purpose of governance itself and provides a clear blueprint for a board to follow.

The City of Kennedale’s leadership is dedicated to providing superior services to residents, business-owners, and visitors. In doing so, City Council adopted an Ends (or Vision) Statement, through which each employee and official should filter all decisions and actions:

“Kennedale is a family-oriented community providing a refuge from the hectic pace of the Dallas-Fort Worth Metroplex. Open spaces, green belts, and trails enhance our serenity, quality of life and community. With easy access from major roadways, Kennedale is economically prosperous, business friendly and conveniently located, providing opportunities to shop, work, and play.”

Home Rule Charter

The structure of city government in Texas is founded on the premise that each local community knows how to best run their own affairs. Consequently, Texas State Law (Article XI, Section 5) promotes local autonomy by providing that any city with a population of more than 5,000 may adopt a home rule charter.

Home rule cities look to the state constitution and statutes to determine what they are unable to do. If an action is not prohibited or preempted by the state, the home rule city can, as a rule, proceed with the action. Although charters bolster local power, they cannot conflict with the state’s constitution or any statutes in place prior to the charter’s adoption.

The City of Kennedale drafted a home rule charter in 1997, and it was adopted by voters on January 17, 1998. This charter establishes a Council-Manager form of government, authorizing City Council to enact legislation, approve and adopt budgets, determine policies, and appoint a City Manager. The charter has since been amended once (Election: May 16, 2016). You can view both the original and current charters at www.cityofkennedale.com/charter.

Kennedale's Home Rule Charter Provides for the Following Positions:

Appointed by the City Council, the **City Manager** is the chief executive officer of the city, and is responsible for the overall management of daily operations. These responsibilities include the execution of laws and governmental administration of city operations and functions. The City Manager is responsible for appointing all department heads, with the exception of the City Secretary and the City Attorney, who are directly appointed by the City Council. Only a candidate recommended by the City Manager may be appointed by Council as City Secretary. There is no such requirement for the City Attorney.

The **Mayor** is responsible for reviewing governmental activities, providing leadership, and making recommendations to Council. The Mayor only votes in the event of a tie. The position does have veto power, but a veto may be overturned by Council vote.

The governing body of the city is known as “**The City Council of the City of Kennedale**”. Council is composed of one (1) Mayor and five (5) council seats. Council members are elected to two-year terms, by a majority vote from the city at-large. Elections are staggered, with Places 1, 3, and 5 up for election in odd years and the Places of Mayor, 2, and 4 elected in even years.

The **City Secretary** is appointed by City Council (upon recommendation by the City Manager), and serves as the clerical officer for the City Council by drafting and maintaining meeting minutes, agendas, ordinances, attendance records, and other clerical records of the city and City Council. The City Manager designates additional administrative duties to be performed.

The **City Attorney** is the legal advisor to the City Council, officials, and staff, and represents the City of Kennedale in all legal proceedings. This position is appointed by the City Council.

The city maintains several **boards and commissions** (*referred to collectively as ‘boards’ for the purposes of this document*). These boards are composed of qualified, engaged residents who are relied upon to provide their unique perspectives, insights, experiences, and expertise. These boards augment the knowledge and perspectives of elected officials and staff, making their contributions invaluable to the process of establishing workable, responsive, and effective governance.

The boards established by Council are intended to assist in the pursuit of the “Ends Statement”. Most boards serve in an advisory capacity, working alongside staff to formulate knowledgeable policy recommendations to Council. Other boards serve in a quasi-judicial fashion, with the power to make official decisions and rulings. All board members are vital to our city’s success, and should strive to represent the residents to the best of their ability.

MEMBER REQUIREMENTS AND EXPECTATIONS

Qualifications to Serve

- Registered voter
- Resident of the City of Kennedale for at least one (1) year
- Continued residency during term of office
- Demonstrate effective communication with residents, fellow board members, City Council members, city management, and city staff

Time Commitment

- Attend regular meetings
 - *Meeting duration is typically one to four hours, but may be longer when significant discussion is necessary*
 - *Any member that is absent for 25% or more meetings in one (1) year will reviewed by the City Council and may be subject to removal*
- Attend special meetings and/or workshops as called
- Attend trainings (either online or in-person) on the Open Meetings Act, the Public Information Act, board governance, and any other subjects deemed necessary

Typical Duties

- Proactively solicit resident input in the development of policy
- Influence the development of a “pride of place” in Kennedale
- Recommend and periodically update long-range plans
- Maintain active and positive relationships with community organizations
- Coordinate activities and/or events with other boards or staff

General Expectations of Members

- Understand the role and scope of board members’ responsibilities
- Be informed of the individual board’s purpose and of its operating procedures
- Perform functions in the best interest of the residents as a whole, never self-interest or special interest group(s)
- Serve as liaison between city government and residents, aiming to reconcile opposing viewpoints and build consensus around goals and objectives
- Speak with ‘one voice’ or not at all when representing the views of the board
- Review agendas and their corresponding packets prior to meetings to make the best use of limited board time
- Avoid all legal impropriety — even the *appearance* of impropriety — in the performance of public duties

Compensation

- All City Council and board members (except Youth Advisory Council members) for the City of Kennedale will receive a reimbursement payment of \$1.00 for each regular meeting attended. Reimbursement will not be made for mileage or attendance at events or other functions. These payments will be made once per year, at the end of the term in October, unless another schedule is necessary.

BOARD TYPES, COMPOSITION, AND RESPONSIBILITIES

There are four types of boards in the City of Kennedale:

- Advisory
- Quasi-Judicial
- Separate Entity
- Ad-Hoc

All boards exist to provide a linkage between the City Council and Kennedale's residents and to coordinate with other boards to develop recommendations for city services, programs, and policies.

ADVISORY BOARDS

The City of Kennedale currently maintains six (6) advisory boards. Five (5) of these are advisory to City Council and are tasked with providing Council with feedback, updates, and recommendations on projects, actions, and relevant topics.

1. ***Keep Kennedale Beautiful Commission (KKB)***
2. ***Parks and Recreation Board***
3. ***Planning and Zoning Commission (P&Z)***
4. ***Utility and Infrastructure Board***
5. ***Youth Advisory Council (YAC)***

One (1) board is advisory to staff and is tasked with providing *staff* with feedback, updates, and recommendations on relevant topics.

6. ***Library Advisory Board***

1. ***Keep Kennedale Beautiful Commission (KKB)***

- Nine (9) regular members
- One (1) Chair and one (1) Vice-Chair, annually selected in November by majority vote
- Meets at least ten (10) times per year
- Requires a quorum of five (5) members to take action

KKB engages residents and businesses to take greater responsibility for improving the community's appearance and environment. This board is responsible for the development and coordination of beautification-related programming, outreach, and events. The KKB also serves as the Tree Advisory Board and the Tree City USA support group. In order to accomplish these duties, this board may establish subcommittees, as necessary, whose membership shall be chosen by the members of the KKB.

2. Parks and Recreation Board

- Five (5) regular members
- One (1) Chair and one (1) Vice-Chair, annually selected in November by majority vote
- Meets at least ten (10) times per year
- Requires a quorum of three (3) members to take action

The Parks Board advises and formulates recommendations to Council for the use, improvement, and growth of parks and recreation activities and community events in Kennedale. This includes, but is not limited to, park planning, grant acquisition, rules, regulations fees, park and open space beautification, maintenance, and expansion, and development and implementation of events. In order to accomplish these duties, this board may establish subcommittees, as necessary, whose membership shall be chose by the members of Parks Board.

3. Planning and Zoning Commission (P&Z)

- Seven (7) regular members
- Two (2) alternate members
- One (1) Chair and one (1) Vice-Chair, annually selected in November by majority vote
- Meets at least ten (10) times per year
- Requires a quorum of four (4) members to take action

The Planning and Zoning Commission advises and formulates recommendations to Council for the development of land in the city, with regard to changes in zoning districts, approval of plats, and other applicable policy areas. Areas of responsibility include, but are not limited to, the development and advancement of city facilities, layouts, and appearances, active awareness of land use and development of land bordering the city, consultation with private property owners pertaining to location and erection of private structures and zoning to ensure compliance with the comprehensive plan, planning for streets and routes of transportation, approving or rejecting plans, plats or re-plats of additions, holding appropriate public hearings, establishment of zoning, promoting health and safety, and generally making recommendations to Council regarding the above topics. Members of the Planning & Zoning Commission may have additional time commitments, including time spent visually inspecting sites.

4. Utility and Infrastructure Board

- Seven (7) regular members
- One (1) Chair and one (1) Vice-Chair, annually selected in November by majority vote
- Meets at least six (6) times per year
- Requires a quorum of four (4) members to take action

The Utility and Infrastructure Board advises and formulates recommendations to the Council regarding policies, projects, and other matters pertaining to the water and wastewater system, the storm water utility system, the streets and transportation system, and the solid waste collection system.

5. Youth Advisory Council (YAC)

- Up to fifteen (15) regular members, who must meet the following qualifications:
 - *Between the ages of 15 and 19*
 - *Reside and attend a state-recognized school or homeschool within the boundaries of the City of Kennedale or the boundaries of the Kennedale Independent School District*
- One (1) Chair, one (1) Vice-Chair, one (1) Historian, and one (1) Secretary, selected annually by YAC membership by majority vote

YAC is assigned with identifying areas for community and policy improvement related to youth, including the development of programs and services that empower, support, and inform youth, create a family-friendly community, enable and encourage youth to be productive members of the community, and that bridge the generational gap and elevate youth interest and participation in local government. In order to achieve these goals, YAC members plan events, build partnerships, and carries out directives from Council and staff.

6. Library Advisory Board (LAB)

- Five (5) regular members
- One (1) Chair and one (1) Vice-Chair, annually selected in November by majority
- Meets at least four (4) times per year
- Requires a quorum of three (3) members to take action

LAB advises and formulates recommendations to city staff for all facets of library operations and planning. These responsibilities include but are not limited to the development of the library, library programs, literacy programs, community events, and maintaining relationships with regional library partners and private groups.

QUASI-JUDICIAL

Kennedale currently maintains two* (2) quasi-judicial boards tasked with the enforcement of public policy and making legally-binding decisions based on the authority given to the board by state law. These boards also provide feedback and updates to City Council on relevant topics.

7. Board of Adjustment (BOA)

8. Building Board of Appeals (BBA)

**While these are, indeed, two separate boards, for the purposes of the City of Kennedale, all Board of Adjustment (BOA) members shall automatically serve as members of the Building Board of Appeals (BBA).*

7. Board of Adjustment (BOA)

- Five (5) regular members
- Four (4) alternate members
- One (1) Chair and one (1) Vice-Chair, annually selected by majority vote of the board
- Meets at least two (2) times per year
- Requires a quorum of four (4) members to take action

The BOA hears resident requested appeals regarding decisions made by the city staff in their interpretation of the city's planning and zoning ordinances, hears appeals on zoning boundary disputes, issues decisions on nonconforming uses, including termination and/or extension of such uses in conformance with city and state laws, or resumption of such uses, and makes decisions on when to allow variances to the development regulations contained in the city's planning and zoning ordinances. In order to meet these responsibilities, board members must develop expertise in the formation and/or enforcement of ordinances.

8. *Building Board of Appeals (BBA)*

The membership of BOA simultaneously serves as the membership of BBA. The same organizational structure applies.

The BBA hears appeals of orders, decisions, or determinations made by the building official in his/her application or interpretation of the technical provisions of the various building codes adopted by the city, and demolition of sub-standard structures. In short, the BBA hears appeals on alleged errors in staff decisions, enforces provisions of the Substandard Building Ordinance, and carries out the functions established by that ordinance to abate substandard buildings. In order to meet these responsibilities, members are expected to have some experience in the various fields of building construction and building standards, including building construction, mechanical design, plumbing systems, or electrical systems.

SEPARATE ENTITY BOARDS

Kennedale currently maintains three (3) separate entity boards, which serve as advisory to Council, but are separate legal entities from the City of Kennedale, tasked with overseeing an independent affiliate organization.

9. *Kennedale Economic Development Corporation (EDC or KEDC)*

10. *TownCenter Development District (TDD)*

11. *Tax Increment Reinvestment District (TIRZ) Board of Directors*

9. *Kennedale Economic Development Corporation (EDC or KEDC)*

- Seven (7) regular members
- One (1) President and one (1) Vice-President, annually selected in November by majority vote
- Meets at least ten (10) times per year
- Requires a quorum of four (4) members to take action

The EDC is responsible for the development and implementation of a comprehensive economic development plan. Responsibilities include but are not limited to industrial, retail, tourism, and commercial development for the city, including proactively soliciting businesses, organizational, and resident input in the development of Kennedale and ensure the coordination of economic development activities with the Kennedale Chamber of Commerce, Dallas Chamber of Commerce, and other regional and state economic development related entities. Members of the EDC may have additional time commitments, including time spent visually inspecting sites under consideration for funding assistance, participation in trade shows, and attendance at training related to 4A and 4B sales tax cities.

10. TownCenter Development District (TDD)

- Five (5) regular members
- Membership on this board is based on membership on other boards as follows:
 - *Place 1: EDC President*
 - *Place 2: EDC Board Member*
 - *Place 3: Mayor*
 - *Place 4: City Councilmember*
 - *Place 5: City Councilmember*
- One (1) Chair, filled by the EDC President, and one (1) Vice-Chair, filled by the Mayor
- Meets at least one (1) time per year
- Requires a quorum of three (3) members to take action

The TDD functions as the oversight board for the Kennedale Municipal Management District (MMD) created in 2009 by the Texas State Legislature to assist in the development of the Kennedale Town Center. The terms (MMD and TDD) are used interchangeably.

11. Tax Increment Reinvestment Zone (TIRZ) Board of Directors

- Seven (7) regular members
- Each taxing unit other than the city that levies taxes on real property in the TIRZ may, but is not required to, appoint one (1) member to the Board of Directors
- After each taxing unit other than the city designates either the member that the taxing unit wishes to appoint or the fact that the taxing unit wishes to waive its right to appoint, Council shall appoint whatever number of members are necessary to fill the remaining positions
- One (1) Chair, appointed by the City Council
- The Board may elect from its members a vice chair and such other officers as the Board sees fit

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

AD-HOC COMMITTEES, SUBCOMMITTEES, ETC.

At any time, City Council or authorized boards may initiate an ad-hoc committee to provide a linkage between leadership and residents to address a specific need for a limited duration. Initiation of these committees is left to the discretion of Council or the authorized board. Previous examples include:

- *Water/Sewer Rate Committee*
- *Long-Range Comprehensive Land Use Plan Committee*
- *Strategic Plan Committee – Imagine Kennedale 2015*

TRAINING AND EDUCATION

The Texas Open Meetings Act (Govt. Code Chapter 551) and the Public Information Act (Govt. Code Chapter 552) require that all meetings of a board or commission, and all meetings of any committee of a board or commission, be open to the public at all times, except when the board or commission is meeting in a validly convened Executive Session. Failure to comply with either the Open Meetings Act or Public Information Act may result in civil and criminal penalties for public officials, and can also lead to a general breakdown of confidence in our governing bodies. In an attempt to promote transparency and increase compliance to the open government laws, public officials are required to participate in training.

This training consists of at least two hours of open government training: a one-hour educational course on the Open Meetings Act and a one-hour educational course on the Texas Public Information Act. Officials and others subject to the training requirements must complete a course of training at least once. There is no requirement for continuing education or refresher courses. However, this training must be completed within 30 days of taking office. Certificates of completion for these courses must be filed with the City Secretary.

The Office of the Attorney General provides free training for all public officials through online video courses. For more information regarding the mandatory training, please visit www.texasattorneygeneral.gov/og/open-government-training.

For your convenience, links to the required training are included below:

- www.cityofkennedale.com/agvideos
- Open Meetings Act Training Video (*running time: approx. 1 hour*)
- Public Information Act Training Video (*running time: approx. 1 hour*)

Once you've viewed these videos, please [print your completion certificates](#) and submit them to the City Secretary's Office (405 Municipal Drive) or email them to lgalloway@cityofkennedale.com.

Certain boards will be required to complete additional training. For example, quasi-judicial boards will be required to complete training specific to their legal decision-making duties. Staff will schedule this training when required.

PROCEDURES

It is important that boards conduct their meetings in a manner that is procedurally correct. This section describes several procedural processes by which all boards and board members must abide.

Parliamentary Procedures

The City of Kennedale has adopted a customized set of parliamentary procedures by which all boards (and Council) operate. These procedures were drawn from a variety of sources (including Roberts Rules of Order and Rosenberg's Rules of Order), and have been combined, simplified, and updated. *(See pages 19-24)*

Open Meetings

All meetings* of any board shall be open to the public at all times, except when the board or commission is meeting in a legally convened Executive Session. The term 'meeting' is defined as a gathering of a quorum** or three or more members, whichever is fewer, of any board or commission, or any committee of such board or commission, at which any public business is discussed or at which any formal action may be taken. This does not include a chance meeting or social gathering at which the discussion of public business is not the central purpose.

** It is important to remember that the open meeting requirements not only apply to in-person gatherings, but also conference calls, electronic 'chat room' or 'text' conferences, group texts, or any other means of communication where conference-like communication can take place.*

*** When determining a quorum of Council, the Mayor is not counted, as he or she is not a voting member.*

Public Forums, Public Hearings & Input

Each board shall, at or near the beginning of each regular meeting, offer members of the public an opportunity to speak on any matter within the scope of responsibility of that board, regardless of whether such matter is scheduled for consideration on the agenda at that particular meeting. Time limitations may be implemented by the chairperson of the board or commission on these public input sessions, as necessary, to conduct the business of the board in a timely and efficient manner. Public forums are open speaking times that allow members of the public an opportunity to express and present their opinions on issues to the appropriate board.

Although formal public hearings/appeals are only conducted by certain boards, all boards should welcome informal resident participation and input. Please note that formal public hearings may require legal notices and official notice publications, which staff will manage.

Unless required by law, the swearing in of witnesses and citizens is not necessary. This process is appropriately limited to City Council and Board of Adjustment meetings only.

Agenda Preparation

The order of business of each meeting of a board shall be contained in a written agenda, which shall consist of a list of the topics to be discussed. The agenda will be prepared by the board's staff liaison, in conjunction with the board's chair and the City Secretary, and will be posted at least seventy-two (72) hours before the meeting. Board members will be provided with agenda materials as much in advance of the meeting as possible.

Meeting Minutes

The actions and discussions of each board should be compiled into written minutes, which will be reviewed and approved by the board or commission at a succeeding meeting. Most boards are assigned a specific staff member who is responsible for taking and transcribing the minutes. Those boards that do not have a designated staff member may select a person, from membership, to serve in in this capacity.

The minutes must be open to public inspection and a copy must be filed with the City Secretary upon approval. The minutes of a meeting must contain, at a minimum, the following information:

- Date, time, and location of the meeting
- Listing of members present and absent
- General outline of each major topic discussed, considered, and the outcome
- Detailed information on all formal action taken
- Start time of the meeting as well as time of adjournment

Any additions, deletions, or corrections to the minutes should be presented to the board when the minutes are on the agenda for approval. All approved minutes should be signed by the chairperson and secretary of the board or commission and filed with the City Secretary.

Quorum

A quorum* is defined as *the minimum number of members needed to officially conduct business*. A quorum is generally established by ordinance, resolution, or other document that creates the board or commission. In order for a board to conduct any business or take any formal action, it is necessary that a quorum of the membership be present at the meeting. This quorum requirement does not change even if a position on the board or commission is vacant. In the event that a quorum is not present for a meeting, those present can adjourn the meeting to a later date and time.

** When determining a quorum of Council, the Mayor is not counted, as he or she is not a voting member.*

Board Chair Participation

Chairs of boards and commissions shall be permitted to participate in the debate of matters presented to boards and commissions. Chairs shall also be permitted to vote on all motions made by members of boards, to the same extent and with the same effect as other members.

POLICIES

ATTENDANCE & PARTICIPATION

The City of Kennedale has high expectations for its boards and their members. Members are most effective when they are active participants and their attendance is regular. Many agenda items and board topics span several months, and attendance is paramount to members' full understanding of important issues.

The required annual attendance for each board or commission member, regular and alternate, is 75%. **As such, each member must be present for 75% of all meetings held by the board or commission on which they serve.** The City Council will review attendance annually and may remove any member falling below the 75% attendance threshold. The City Secretary is responsible for monitoring attendance and reporting to City Council. A copy of this policy can be found in the appendix.

ETHICS

It is the desire of the Kennedale City Council to promote and encourage the highest standard of conduct for elected city officials and officials appointed to city boards and commissions who represent the citizens of Kennedale. The members of the Kennedale City Council support the philosophy that elected officials and officials appointed to boards and commissions act in a manner which avoids even the appearance of impropriety.

Each elected or appointed official shall, at a minimum, comply with all state laws and city ordinances and policies regarding ethical behavior. Elected or appointed official shall always act in the public interest rather than in the furtherance of self-interest or those of special interest. The Kennedale City Council recognizes that it cannot, by policy, define ethical behavior but it expects each elected or appointed official to act conscientiously in public service, recognizing that the public is best served when officials make decisions and act in a manner which promotes confidence by the residents of Kennedale in the process of city government.

Ethics Guideline and Procedures

The following provisions apply to:

1. *The members of the City Council; and*
2. *The members of any board, commission or committee established pursuant to the Charter or the ordinances of the city, or the laws of this state.*

Council and Appointed Board Members

Within thirty days of election or appointment to a board or commission, each official shall sign a copy of the code of ethics which shall be filed with the City Secretary. In addition, each official shall complete the open meetings training sponsored by the Texas Attorney General within the same thirty-day period. Certificates of completion from these training sessions must also be filed with the City Secretary.

Acceptance of Gratuities

No person subject hereto shall knowingly solicit or accept, from any source, any gift, favor, service, or thing of value, including a promise of future employment, in consideration of any person subject hereto exercising or having exercised any official power or performing or having performed any official duty on behalf of the city.

Use of Facilities, Personnel, Equipment, Etc.

No person subject hereto shall knowingly use city facilities, personnel, equipment, or supplies, or utilize any confidential information concerning the property, operations, policies or affairs of the city, for his or her private financial gain.

Conduct in Commercial Transactions

No person subject hereto shall knowingly be an interested party to any exchange, purchase, or sale of property, goods, or services with the city, or enter into any contract with the city, except in full and impartial compliance with State statutes, the city Charter, ordinances and regulations applicable thereto and subject to any restrictions of the city Charter; provided further that such persons shall receive no favor or special concession or inducement not customarily available and granted by the city in such a transaction; and provided further that any discretion by officers or employees of the city, in connection with any such transaction, shall be exercised impartially and upon the same standards applied to all Kennedale citizens.

Representing Interests Contrary to Those of the City

No person subject hereto shall knowingly represent, directly or indirectly, another person, or any group or entity, in any action or proceeding against the interests of the city or in any litigation in which the city or any department, agency, commission or board thereof is a party.

Conflicting Interests in Legal Proceedings

No person subject hereto shall knowingly represent, directly or indirectly, another person, or any group or entity, in any action or proceeding in the municipal court of this city which was instituted by a city officer or employee in the course of official duties, or in any criminal proceeding in which any city officer is a material witness for the prosecution.

Conflicts of Interest Disclosure and Voting Abstentions

If any city officer has a personal financial interest, direct or indirect, in any matter pending before such officer or employee, or the City Council or a department, agency, commission, or board of which the officer or employee is a member, then the officer or employee shall not render any decision and shall abstain from voting upon the matter and shall publicly disclose the fact of such interest in the applicable permanent city files or minutes prior to any consideration or determination of the matter in the manner. Conflict of interest questionnaires can be acquired from and must be appropriately filled out and turned into the City Secretary.

Award of Bids or Contracts to Entity Employing Former City Officers

The City Council shall not approve or award any bid or contract for the city's purchase of goods or services from any person, group or entity which, within the six months prior to such award or approval, has hired a person who, at any time within such six-month period, was either a member of the City Council or the chief or assistant administrator of any city department or agency that had direct or indirect review or consideration, or recommending or approval authority, for the award of such bid or contract.

Violations, Censure, or Reprimand

The failure of a city officer to comply with or the violation by such officer of any of the applicable standards of conduct set forth herein shall constitute, in addition to any other penalties and forfeitures that may be provided by law, grounds for public censure and reprimand by the City Council. Such decision of censure and/or reprimand shall be made only upon the affirmative vote of all members of the City Council, excluding only those council members who are the subject of any inquiry.

ADDITIONAL RESOURCES

These are just a few of the resources available to build board members' knowledge and understanding.

American Planning Association

www.planning.org

APA is an independent, not-for-profit educational organization that provides leadership in the development of vital communities.

Congress for New Urbanism

www.cnu.org

CNU is the leading organization promoting walkable, mixed-use neighborhood development, sustainable communities and healthier living conditions.

Mayor's Council of Tarrant County

Promotes development, redevelopment, and renewal aimed at combating community deterioration.

National League of Cities

www.nlc.org

The National League of Cities (NLC) is dedicated to helping city leaders build better communities.

National Recreation and Park Association

www.nrpa.org

NRPA's mission is to advance parks, recreation, and environmental conservation efforts that enhance the quality of life for all people.

North Central Texas Council of Governments

www.nctcog.org

NCTCOG is a voluntary association of, by, and for local governments, established to assist in planning for common needs, cooperating for mutual benefit, and coordinating for sound regional development.

North Texas Commission

www.ntc-dfw.org

The North Texas Commission unites businesses, municipalities, chambers of commerce and higher education institutions to network and collaborate in addressing regional topics and issues.

Regional Transportation Council

www.nctcog.org/trans/committees/rtc

RTC is the independent transportation policy body of the Metropolitan Planning Organization.

Southeast Tarrant Transportation Partnership

www.settpartnership.com

SETTP is dedicated to meeting the transportation and development needs of Southeast Tarrant County.

Tarrant Regional Transportation Council

www.trtcmobility.org

TRTC is committed to finding solutions to the mobility challenges facing the western half of the Metroplex.

Vision North Texas

www.visionnorthtexas.org

Vision North Texas is an award-winning partnership of private, public, and academic organization.

PARLIAMENTARY PROCEDURES FOR THE CITY OF KENNEDALE

The City of Kennedale is dedicated to excellent service and development for its residents. In order to conduct effective meetings, City Council has adopted the following parliamentary procedures. These procedures are supported by the following principles:

1. **Rules should establish order.** The first purpose of the rules of parliamentary procedure is to establish a framework for the orderly conduct of meetings.
2. **Rules should be clear.** Simple rules lead to wider understanding and participation. Complex rules create two classes: those who understand and participate and those who do not fully understand and do not fully participate.
3. **Rules should be user friendly.** That is, the rules must be simple enough that citizens feel they have been able to participate in the process.
4. **Rules should enforce the will of the majority while protecting the rights of the minority.** The ultimate purpose of the rules of procedure is to encourage discussion and to facilitate decision-making by the body. In a democracy, the majority rules. The rules must enable the majority to express itself and fashion a result, while permitting the minority to also express itself (*but not dominate*) and fully participate in the process.

The Mayor or Board Chair Should Take a Back Seat During Discussions

While all members of the governing body should know and understand the rules of parliamentary procedures, it is the Mayor or Board Chair that is charged with applying the rules of conduct. The Mayor or Chair should be well versed in those rules, because the Mayor/Chair, for all intents and purposes, makes the final ruling on the rules. In fact, all decisions by the Mayor/Chair are final unless overruled by the governing body or board itself.

Because the Mayor/Chair conducts the meeting, it is common courtesy for him or her to take a less active role than other members of the body in debates and discussions. This does not mean that the Mayor/Chair should not participate in the debate or discussion. On the contrary, as a member of the body, the Mayor/Chair has full rights to participate in the debates, discussions and decision-making. The Mayor/Chair should, however, strive to be the last to speak at the discussion and debate stage, and should not make or second a motion unless he or she is convinced that no other member of the body will do so.

The Basic Format for an Agenda Item Discussion

Meetings have a written published agenda, the meeting is governed by the agenda and the agenda constitutes the body's agreed-upon road map for the meeting. And each agenda item can be handled by the Mayor/Chair in the following basic format.

1st The Mayor/Chair should clearly announce the agenda item number and should clearly state what the subject is. The Mayor/Chair should then announce the format that will be followed.

2nd Following that agenda format, the Mayor/Chair should invite the appropriate individuals to report on the item, including any recommendation they might have. The appropriate individual may be the Mayor/Chair, a member of the governing body, a staff person, or a committee chair charged with providing information about the agenda item.

3rd The Mayor/Chair should ask members of the body if they have any technical questions for clarification. At this point, members of the governing body may ask clarifying questions to the people who reported on the item, and they should be given time to respond.

4th If the item includes a public hearing, the Mayor/Chair should invite public comments at the appropriate time. If numerous members of the public indicate a desire to speak to the subject, the chair may limit the time of each public speaker. At the conclusion of the public comments, the Mayor/Chair should announce that the public hearing has closed.

5th The Mayor/Chair should invite a motion from the governing body members. The Mayor/chair should announce the name of the member who makes the motion.

6th The Mayor/Chair should determine if any member of the body wishes to second the motion. The Mayor/Chair should announce the name of the member who seconds the motions. It is normally a good practice for a motion to require a second before proceeding with it, to ensure that it not just one member of the body who is interested in a particular approach. If there is no second to the motion, the Mayor/Chair must ask three additional times before the motion is dismissed.

7th if the motion is made and seconded, the Mayor/Chair should make sure everyone understands the motion. This is done in one of three ways:

1. The Mayor/Chair can ask the maker of the motion to repeat it;
2. The Mayor/Chair can repeat the motion; or
3. The Mayor/Chair can ask the secretary of the body to repeat the motion

8th The Mayor/Chair should now invite discussion of the motion by the member of the governing body. If there is no desired discussion or the discussion has ended, the chair should announce that the body will vote on the motion. If there has been no discussion or a very brief discussion, the vote should proceed immediately, and there is no need to repeat the motion. If there has been substantial discussion, it is normally best to make sure everyone understands the motion by repeating it.

9th The Mayor/Chair takes a vote. Votes are typically done by a show of hands or by using the vote button. If members of the body do not vote, then they “abstain” and not state the reason for abstaining from the vote. Unless the rules of the body provide otherwise or unless a majority determines whether the motion passes or is defeated.

10th The Mayor/Chair should announce the result of the vote and should announce what action (if any) the body has taken. In announcing the result, the Mayor/Chair should indicate the names of the members, if any, who voted in the minority on the motion. This announcement might take the following form: *“The motion passes by a vote of 3-2, with Smith and Jones dissenting. We have passed the motion requiring 10 days’ notice for all future meetings of this governing body.”*

The Two Basic Motions

These motions are the most common:

1. **The basic motion.** The basic motion is the one that puts forward a decision for consideration. A basic motion might be: *"I move that we create a five-member committee to plan and put on our annual fundraiser."*
2. **The motion to amend.** A motion to amend takes the basic motion that is before the body and seeks to change it in some way. If a member wants to change a motion that is already under discussion, he or she must request an amendment through the individual who made the original motion. A motion to amend might be: *"I would like to amend my motion to have a 10-member committee."*

When Multiple Motions are Before the Governing Body

Up to three motions may be on the floor simultaneously. The Mayor/Chair may reject a fourth motion until the three that are on the floor have been resolved.

When two or three motions are on the floor (after motions are seconded) at the same time, the first vote should be on the last motion made. So for example, assume the first motion is a basic *"motion to have a five-member committee to plan and put on our annual fundraiser."* During the discussion of this motion, a member might make a second motion to *"amend my motion to have a 10-member committee, not a five-member committee, to plan and put on our annual fundraiser."* And perhaps, after further discussion, a member makes yet another motion *"to amend my motion that we not have an annual fundraiser this year."* The proper procedure would be as follows:

First, the Mayor/Chair would deal with the third (the last) motion on the floor (the second amended motion). After discussion and debate, a vote would be taken first on the third motion. If this motion passes, it would be a substitute for the basic motion and would eliminate it. The first motion would be moot, as would the second motion (which sought to amend the first motion), and the action on the agenda item would be complete. No vote would be taken on the first or second motions.

On the other hand, if the second motion to amend fails, the Mayor/Chair would proceed to consideration of the second (now the last) motion on the floor (the first motion to amend). The discussion and debate would focus strictly on the first motion to amend (should the committee be five or 10 members). If the first motion to amend passes, it would be a substitute for the basic motion and would eliminate it. The first motion would be moot and the action on the agenda item would be complete.

If the first motion to amend fails, the Mayor/Chair would now move to consider the main motion (the first motion) in its original format, not amended. And the questions on the floor for discussion and decision would be whether a five-member committee should plan and put on the annual fundraiser.

To Debate or Not to Debate

The basic rule of motions is that they are subject to discussion and debate. Accordingly, basic motions, motions to amend, and other motions are all eligible, each in their turn, for full discussion before and by the body. The debate can continue as long as members of the body wish to discuss an item, subject to the decision of the Mayor/Chair that it is time to move on and take action.

There are exceptions to the general rule of free and open debate on motions. The exceptions all apply when there is a desire of the body to move on. The following motions are not debatable (that is, when the following motions are made and seconded, the Mayor/Chair must immediately call for a vote of the body without debate on the motion):

- **A motion to adjourn.** This motion, if passed, requires the body to immediately adjourn to its next regularly scheduled meeting. This motion requires a simple majority vote.
- **A motion to recess.** This motion, if passed, requires the body to immediately take a recess. Normally, the Mayor/Chair determines the length of the recess, which may range from a few minutes to an hour. It requires a simple majority vote.
- **A motion to fix the time to adjourn.** This motion, if passed, requires the body to adjourn the meeting at the specific time set in the motion. For examples, the motion might be: *"I move we adjourn this meeting at midnight."* It requires a simple majority vote.
- **A motion to table.** This motion, if passed, requires discussion of the agenda item to be halted and the agenda item to be placed on "hold." The motion may contain a specific time in which the item can come back to the body: *"I move we table this item until our regular meeting in October;"* or the motion may seek to delay an item until after a certain occurrence: *"I move to table this item until the Planning and Zoning Commission has made a recommendation."* If the motion to table contains no specific time for the return of the item, the item will be posted for consideration at the next regular meeting. A motion to table an item (or to bring it back to the body) requires a simple majority vote.
- **A motion to limit debate.** The most common form of this motion is to say: *"I move the previous question"* or *"I move the questions"* or *"I call for the question."* When a member of the body makes such a motion, the member is really saying: *"I've had enough debate. Let's get on with the vote."* When such a motion is made, the Mayor/Chair should ask for a second to the motion to limit debate. The motion to limit debate requires a two-thirds vote of the body. Note that a motion to limit debate could include a time limit. For example: *"I move we limit debate on this agenda item to 15 minutes."* Even in this format the motion to limit debate requires a two-thirds vote of the body (normally four votes for Council and five votes for a seven member board).
A similar motion is a motion to object to consideration of an item. This motion is not debatable, and if passed, precludes the body from even considering an item on the agenda. It also requires a two-thirds vote.

Majority and Super-Majority Votes

In a democracy, decisions are made with a simple majority vote. A tie vote means the motion fails. For example, in a seven-member body, a vote of 4-3 passes the motion. A vote of 3-3 with one abstention means the motion fails. If one member is absent and the vote is 3-3, the motion still fails.

All motions require a simple majority but there are a few exceptions. The exceptions occur when the body is taking an action that effectively cuts off the ability of a minority of the body to take an action or discuss an item. The extraordinary motions require a two-thirds majority (a super majority) to pass:

Motion to Limit Debate

Whether a member says, *"I move the previous question," "I move the question," "I call for the question"* or *"I move to limit debate,"* it all amounts to an attempt to cut off the ability of the minority to discuss an item, and it requires a two-thirds vote to pass.

The Motion to Reconsider

There is a special and unique motion that requires a bit of explanation all by itself: the motion to reconsider. A tenant of parliamentary procedure is finality. After vigorous discussion, debate and a vote, there must be some closure to the issue. And so, after a vote is taken, the matter is deemed closed, subject only to reopening if the Mayor places the item on a future agenda.

A motion to reconsider requires a majority vote to pass, but there are two special rules that apply only to the motion to reconsider.

First is the matter of timing. A motion to reconsider must be made at the meeting where the item was first voted upon or at the very next meeting of the body. A motion to reconsider made at a later time is untimely. In order to be considered at the very next meeting, a motion to reconsider must be properly posted in accordance with the Open Meetings Law. Moreover, a motion to reconsider may not be used to reconsider any item that requires special notice or public hearing procedures that cannot be met by reconsideration.

Second, a motion to reconsider may be made only by certain members of the body. Accordingly, a motion to reconsider may be made only by a member who voted in the majority on the original motion. If such a member has a change of heart, he or she may make the motion to reconsider (any other member of the body may second the motion). If a member who voted in the minority seeks to make the motion to reconsider, it must be ruled out of order. The purpose of this rule is finality. If a member of the minority could make a motion to reconsider, then the item could be brought back to the body again and again, which would defeat the purpose of finality.

If the motion to reconsider passes, then the original matter is back before the body, and a new original motion is in order. The matter may be discussed and debated as if it were on the floor for the first time.

Courtesy and Decorum

The rules of order are meant to create an atmosphere where the member of the body and the members of the public can attend to business efficiently, fairly and with full participation. And at the same time, it is up to the Mayor/Chair and the members of the body to maintain common courtesy and decorum. Unless the setting is very informal, it is always best for only one person at a time to have the floor, and it is always best for every speaker to be first recognized by the Mayor/Chair before proceeding to speak.

The Mayor/Chair should always ensure that debate and discussion of an agenda item focus on the item and the policy in question, not on the personalities of the members of the body. Debate on policy is healthy; debate on personalities is not. The Mayor/Chair has the right to cut off discussion that is too personal, too loud, or too crude. Debate and discussion should be focused, but free and open. In the interest of time, the Mayor/Chair may, however, limit the time allotted to speakers, including members of the body. Can a member of the body interrupt the speaker? The general rule is no. There are, however, exceptions. A speaker may be interrupted for the following reasons:

- **Order.** The proper interruptions would be: *“Point of order.”* Again, the Mayor/Chair would ask the interrupter to *“state your point.”* Appropriate points of order relate to anything that would not be considered appropriate conduct of the meeting; for example if the Mayor/chair moved on to a vote on a motion that permits debate without allowing that discussion or debate.
- **Appeal.** If the Mayor/chair makes a ruling that a member of the body disagrees with, that member may appeal the ruling of the Mayor/Chair. If the motion is seconded and after debate, if it passes by a simple majority vote, then the ruling of the Mayor/Chair is deemed reversed.
- **Withdraw a motion.** During debate and discussion of a motion, the maker of the motion on the floor, at any time, may interrupt a speaker to withdraw his or her motion from the floor. The motion is immediately deemed withdrawn, although the Mayor/Chair may ask the person who seconded the motion if he or she wishes to make the motion, and any other member may make the motion if properly recognized.

Special Notes about Public Input

The rules outlined here help make meetings very public-friendly. But in addition, and particularly for the Mayor/Chair, it is wise to remember three special rules that apply to each agenda item:

1. Tell the public what the body will be doing.
2. Keep the public informed while the body is doing it.
3. When the body has acted, tell the public what the body did.

Public input is essential to a health democracy, and community participation during the Visitor/Citizens Forums and Public Hearings is an important element of that input. The challenge for anyone chairing a public meeting is to accommodate public input in a timely and time-sensitive way, while staying on task and maintaining focus on overarching policy goals and community vision.

We hope that these parliamentary procedures will be useful and effective in maintaining a highly transparent process for all of the city’s governing and advisory bodies and will allow all board and commission members to function as effectively as possible. Thank you for your service to the City of Kennedale.

These parliamentary procedures are based on both Rosenberg’s Rule of Order and Robert’s Rule of Order.

RESOLUTION NO. 362

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KENNEDALE, TEXAS
ESTABLISHING AN ATTENDANCE POLICY FOR ALL MEMBERS OF ALL CITY
BOARDS AND COMMISSIONS AND PROVIDING AN EFFECTIVE DATE.**

Whereas, the City of Kennedale has high expectations for its advisory boards and their members; and

Whereas, contributions by members can best be done by regular attendance and active participation.

Now, Therefore Be It Resolved by the City Council of the City of Kennedale that:

Section 1.

The preamble is true and correct

Section 2.

The required annual attendance for each board or commission member is 75%.

Section 3.

The City Council will review attendance annually and may remove any member falling below the 75% attendance threshold.

Section 4.

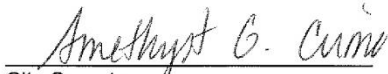
The City Manager is directed to monitor attendance and inform the City Council in six-month intervals if any board or commission member is failing to the attendance requirement.

Passed, approved and adopted on this the 11 day of August 2011.



Mayor, Bryan Lankhorst

ATTEST:


City Secretary

APPROVED AS TO FORM AND LEGALITY:


City Attorney

STAFF REPORT TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: APRIL 16, 2024

AGENDA ITEM NUMBER: WORK SESSION ITEM III.A.7.

SUBJECT

Capital Project Plan for water & sewer

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: APRIL 16, 2024

AGENDA ITEM NUMBER: WORK SESSION ITEM III.A.8.

SUBJECT
Resolution for Citizens on Patrol

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

1.	RESOLUTION FOR Citizens on Patrol Program Vehicle 2024 (1)	RESOLUTION FOR Citizens on Patrol Program Vehicle 2024 (1).docx
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RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KENNEDALE, TEXAS, DESIGNATION AN AUTHORIZED OFFICIAL AS RESPONSIBLE FOR COORDINATION WITH THE CRIMINAL JUSTICE DIVISION OF THE STATE OF TEXAS FOR THE PURPOSE OF PARTICIPATION IN A GRANT, CITIZENS ON PATROL PROGRAM VEHICLE, **(GRANT APPLICATION CONFIRMATION NUMBER 5089801): AND CERTIFYING THAT THE CITY OF KENNEDALE IS ELIGIBLE TO RECEIVE PROGRAM ASSISTANCE.**

WHEREAS, The City Council of the City of Kennedale, Texas, finds it in the best interest of the citizens of Kennedale, that CITIZENS ON PATROL PROGRAM VEHICLE be operated for the FY2024-25; and

WHEREAS, The City Council of the City of Kennedale, Texas, agrees that in the event of loss or misuse of the Office of the Governor funds, The City Council of the City of Kennedale, Texas, assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, The City Council of the City of Kennedale, Texas, designates City Manager Darrell Hull as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

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

The City Council of the City of Kennedale, Texas, approves submission of the grant application for CITIZENS ON PATROL PROGRAM VEHICLE to the Office of the Governor.
(Grant Application Confirmation Number **5089801**)

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF KENNEDALE
ON THE 16-DAY OF APRIL 2024.

APPROVED:

ATTEST:

Mayor Jan Joplin

Interim Deputy City Secretary

Grant Number: 5089801



STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: APRIL 16, 2024

AGENDA ITEM NUMBER: WORK SESSION ITEM III.B.

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

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

STAFF REPORT TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: APRIL 16, 2024

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

SUBJECT

REPORTS AND ANNOUNCEMENTS

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

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: APRIL 16, 2024

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

SUBJECT

Updates from members of the Kennedale City Council

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

MEETING DATE: APRIL 16, 2024

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

SUBJECT

Updates from the Mayor

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

MEETING DATE: APRIL 16, 2024

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

SUBJECT

BBQ Proclamation

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS



STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: APRIL 16, 2024

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

SUBJECT
Child Abuse Awareness Month Proclamation

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

1.	Child Abuse Prevention Month Proclamation 2024 (1)	Child Abuse Prevention Month Proclamation 2024 (1).docx
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Child Abuse Prevention Month Proclamation

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

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

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

WHEREAS, in Tarrant County, 5,332 children were confirmed as victims of child abuse or neglect in 2023; and

WHEREAS, Alliance For Children provided trauma-informed services to 2,325 children in 2023;

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

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

NOW, THEREFORE, BE IT RESOLVED, that I, _____, Mayor of the City of _____, Texas do hereby proclaim the month of April 2024 as Child Abuse Prevention Month in the City of _____, Texas and urge all citizens to work together to help reduce child abuse and neglect significantly in the years to come.

STAFF REPORT TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: APRIL 16, 2024

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

SUBJECT

Updates from the City Manager

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS



STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: APRIL 16, 2024

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

SUBJECT
Financial Reports for the City and/or the EDC

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

1.	06 March Detail	06 March Detail.pdf
2.	06 March Overview	06 March Overview.pdf

CITY OF KENNEDALE MONTHLY FINANCIAL REPORT
Month Ended March 31, 2024

GENERAL FUND (01)									
Fund / Description	PRIOR YEAR FY2023				CURRENT YEAR FY2024				
	Actual for Year (unaudited)	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	\$ 82,570	\$ 5,497,123	95.4%	\$ 5,980,866	\$ 72,969	\$ 5,825,984	97.4%	\$ 154,882
Sales Taxes	2,248,383	142,112	698,941	31.1%	1,991,717	209,530	742,468	37.3%	1,249,249
Grants and Contributions	135,199	970	72,476	53.6%	-	-	-	0.0%	-
Licenses and Permits	281,185	29,180	166,751	59.3%	449,884	62,681	202,751	45.1%	247,133
Fines and Fees	232,568	17,775	90,802	39.0%	215,000	30,179	150,628	70.1%	64,372
Charges for Services	244,123	18,661	93,546	38.3%	225,000	28,533	143,186	63.6%	81,814
Intergovernmental	220,794	27,074	54,139	24.5%	165,000	16,459	33,039	20.0%	131,961
All Other Revenues	198,750	13,952	63,010	31.7%	154,999	16,000	176,128	113.6%	(21,129)
Total General Fund Revenues	9,324,921	332,293	6,736,788	72.2%	9,182,466	436,351	7,274,184	79.2%	1,908,282
GENERAL FUND EXPENDITURES									
City Manager - Dept 01	337,821	16,492	97,934	29.0%	366,952	24,789	157,284	42.9%	209,668
Mayor/Council - Dept 02	151,730	22,149	48,457	31.9%	187,100	32,456	85,566	45.7%	101,534
City Secretary - Dept 03	162,093	4,269	31,719	19.6%	194,147	13,769	77,142	39.7%	117,005
Municipal Court - Dept 04	183,567	13,933	74,327	40.5%	225,108	15,237	90,529	40.2%	134,579
Human Resources - Dept 05	163,243	12,165	78,689	48.2%	224,532	19,737	87,552	39.0%	136,980
Finance - Dept 07	470,272	43,874	135,576	28.8%	545,262	45,874	246,628	45.2%	298,634
Police - Dept 09	3,477,459	226,126	1,671,310	48.1%	3,606,007	229,130	1,710,415	47.4%	1,895,592
Fire - Dept 10	2,674,797	212,184	1,225,521	45.8%	2,961,998	223,624	1,262,470	42.6%	1,699,528
Community Development - Dept 12	617,476	81,012	236,931	38.4%	664,041	29,620	216,458	32.6%	447,583
Senior Citizen Center - Dept 16	48,584	4,682	22,406	46.1%	53,172	2,870	18,022	33.9%	35,150
Library - Dept 17	393,462	32,366	174,677	44.4%	501,153	31,600	189,108	37.7%	312,045
Communications - Dept 18	-	-	-	0.0%	26,100	721	2,055	7.9%	24,045
Non Departmental - Dept 90	544,203	(133,193)	231,072	42.5%	701,667	13,730	418,163	59.6%	283,504
Total General Fund Expenditures	9,224,706	536,059	4,028,620	43.7%	10,257,239	683,156	4,561,392	44.5%	5,695,847
Revenues Over (Under) Expenditures	100,215	(203,766)	2,708,168		(1,074,773)	(246,805)	2,712,792		
Transfers In	1,193,374	355,320	596,687	50.0%	1,263,732	105,311	631,866	50.0%	631,866
Transfers (Out)	(391,090)	(157,157)	(233,207)	59.6%	(188,958)	(15,747)	(94,479)	50.0%	(94,479)
Net Change in Fund Balance	902,498	(5,604)	3,071,648		1	(157,241)	3,250,179		
Beginning Fund Balance - Decober 1	2,180,806		2,180,806		3,083,304		3,083,304		
Ending Fund Balance - year-to-date	\$ 3,083,304		\$ 5,252,454		\$ 3,083,305		\$ 6,333,483		
Average Daily Annual Expenditures	\$ 26,345				\$ 28,620				
Days of Fund Balance	117		199		108		221		

CITY OF KENNEDALE MONTHLY FINANCIAL REPORT
Month Ended March 31, 2024

UTILITY FUNDS									
Fund / Description	PRIOR YEAR FY2023				CURRENT YEAR FY2024				
	Actual for Year (unaudited)	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	\$ 25,530	\$ 150,380	49.4%	\$ 272,850	\$ 24,967	\$ 153,484	56.3%	\$ 119,366
Stormwater Utility Fund Expenditures	222,314	98,360	101,653	45.7%	215,655	16,463	107,234	49.7%	108,421
Revenues Over (Under) Expenditures	82,016	(72,831)	48,727		57,195	8,504	46,251		
Beginning Fund Balance - Decober 1	676,394		676,394		758,410		758,410		
Ending Fund Balance - year-to-date	<u>\$ 758,410</u>		<u>\$ 725,121</u>		<u>\$ 815,605</u>		<u>\$ 804,661</u>		
Average Daily Annual Expenditures	\$ 609				\$ 591				
Days of Fund Balance	1245		1191		1380		1362		
Water/Sewer Fund (10)									
Water/Sewer Fund Revenues	\$ 20,977,062	\$ 416,319	\$ 2,345,832	11.2%	\$ 5,022,628	\$ 406,021	\$ 2,589,587	51.6%	\$ 2,433,041
Water/Sewer Fund Expenditures									
Utility Billing - Dept 01	2,073,319	339,069	822,408	39.7%	1,450,700	136,080	568,923	39.2%	881,777
Operations - Dept 02	1,882,616	(1,175,915)	743,522	39.5%	2,172,320	141,987	1,199,260	55.2%	973,060
Debt Service - Dept 03	613,060	-	276,243	45.1%	295,312	-	283,012	95.8%	12,300
Capital Projects - Dept 04	320,647	-	28,600	8.9%	8,315,000	1,408	18,208	0.2%	8,296,792
Non Departmental - Dept 90	1,321,912	(5,476)	415,893	31.5%	757,450	58,555	368,980	48.7%	388,470
Total Water/Sewer Fund Expenditures	6,211,555	(842,323)	2,286,667	36.8%	12,990,782	338,030	2,438,384	18.8%	10,552,398
Revenues Over (Under) Expenditures	14,765,508	1,258,642	59,165		(7,968,154)	67,991	151,204		
Transfers In	187,525	20,627	93,763	50.0%	187,525	15,627	93,762	50.0%	93,763
Net Change in Fund Balance	14,953,033	1,279,269	152,928		(7,780,629)	83,618	244,966		
Beginning Fund Balance - Decober 1	2,324,284		2,324,284		17,277,317		17,277,317		
Ending Fund Balance - year-to-date	<u>\$ 17,277,317</u>		<u>\$ 2,477,212</u>		<u>\$ 9,496,688</u>		<u>\$ 17,522,283</u>		
Average Daily Annual Expenditures	\$ 17,018				\$ 35,591				
Days of Fund Balance	1015		146		267		492		
Water Impact Fee Fund (61)									
Water Impact Fund Revenues	\$ 18,848	\$ 169	\$ 11,131	59.1%	\$ 58,752	\$ 219	\$ 12,918	22.0%	\$ 45,834
Water Impact Fund Expenditures	0	-	-	0.0%	-	-	-	0.0%	-
Revenues Over (Under) Expenditures	18,848	169	11,131		58,752	219	12,918		
Transfers (Out)	(30,000)	(15,000)	(15,000)	50.0%	(30,000)	(2,500)	(15,000)	50.0%	(15,000)
Net Change in Fund Balance	(11,152)	(14,831)	(3,869)		28,752	(2,281)	(2,082)		
Beginning Fund Balance - Decober 1	109,672		109,672		98,520		98,520		
Ending Fund Balance - year-to-date	<u>\$ 98,520</u>		<u>\$ 105,803</u>		<u>\$ 127,272</u>		<u>\$ 96,438</u>		
Sewer Impact Fee Fund (62)									
Fund 62 Sewer Impact Fund Revenues	\$ 19,289	\$ 274	\$ 9,507	49.3%	\$ 111,348	\$ 301	\$ 17,626	15.8%	\$ 93,722
Fund 62 Sewer Impact Fund Expenditures	-	-	-	0.0%	-	-	-	0.0%	-
Revenues Over (Under) Expenditures	19,289	274	9,507		111,348	301	17,626		
Transfers (Out)	(60,000)	(5,000)	(30,000)	50.0%	(60,000)	(5,000)	(30,000)	50.0%	(30,000)
Net Change in Fund Balance	(40,712)	(4,726)	(20,493)		51,348	(4,699)	(12,374)		
Beginning Fund Balance - Decober 1	184,924		184,924		144,213		144,213		
Ending Fund Balance - year-to-date	<u>\$ 144,213</u>		<u>\$ 164,431</u>		<u>\$ 195,561</u>		<u>\$ 131,838</u>		

CITY OF KENNEDALE MONTHLY FINANCIAL REPORT
Month Ended March 31, 2024

DEBT SERVICE FUND (02)									
Fund / Description	PRIOR YEAR FY2023				CURRENT YEAR FY2024				
	Actual for Year (unaudited)	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	\$ 22,071	\$ 1,335,914	84.1%	\$ 2,683,268	\$ 30,116	\$ 2,268,549	84.5%	\$ 414,719
Debt Service Fund Expenditures	1,724,475	-	1,559,797	90.5%	2,564,324	-	2,097,002	81.8%	467,322
Revenues Over (Under) Expenditures	(136,154)	22,071	(223,883)		118,944	30,116	171,547		
Beginning Fund Balance - Decober 1	838,142		838,142		701,988		701,988		
Ending Fund Balance - <i>year-to-date</i>	701,988		614,259		820,932		873,535		

CITY OF KENNEDALE MONTHLY FINANCIAL REPORT
Month Ended March 31, 2024

CAPITAL PROJECT FUNDS										
Fund / Description	PRIOR YEAR FY2023				CURRENT YEAR FY2024					
	Actual for Year (unaudited)	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	\$ 120,531	\$ 9,358	\$ 58,894	48.9%	\$ 95,700	\$ 9,870	\$ 50,911	53.2%	\$ 44,789	
Capital Projects Fund Expenditures	-	-	-	0.0%	-	-	-	0.0%	-	
Revenues Over (Under) Expenditures	120,531	9,358	58,894		95,700	9,870	50,911			
Transfers (Out)	(104,800)	-	-	0.0%	(108,055)	-	-	0.0%	(108,055)	
Net Change in Fund Balance	15,731	9,358	58,894		(12,355)	9,870	50,911			
Beginning Fund Balance - Decober 1	174,591		174,591		190,322		190,322			
Ending Fund Balance - year-to-date	<u>\$ 190,322</u>		<u>\$ 233,485</u>		<u>\$ 177,967</u>		<u>\$ 241,233</u>			
Capital Bond Fund (13)										
Capital Bond Fund Revenues	\$ 2,806,125	\$ (364,492)	\$ (301,822)	-10.8%	\$ 173,250	\$ 19,415	\$ 178,945	103.3%	\$ (5,695)	
Capital Bond Fund Expenditures	2,050,231	43,476	1,093,070	53.3%	6,768,295	46,292	319,281	4.7%	6,449,014	
Revenues Over (Under) Expenditures	755,895	(407,968)	(1,394,892)		(6,595,045)	(26,877)	(140,336)			
Beginning Fund Balance - Decober 1	8,057,939		8,057,939		8,813,834		8,813,834			
Ending Fund Balance - year-to-date	<u>\$ 8,813,834</u>		<u>\$ 6,663,047</u>		<u>\$ 2,218,789</u>		<u>\$ 8,673,497</u>			
Park Dedication Fund (14)										
Park Dedication Fund Revenues	\$ 36,806	\$ 2,243	\$ 13,545	36.8%	\$ 27,000	\$ 1,014	\$ 23,847	88.3%	\$ 3,153	
Park Dedication Fund Expenditures	177,820	-	-	0.0%	45,000	259,118	259,118	575.8%	(214,118)	
Revenues Over (Under) Expenditures	(141,014)	2,243	13,545		(18,000)	(258,104)	(235,271)			
Beginning Fund Balance - Decober 1	699,736		699,736		558,722		558,722			
Ending Fund Balance - year-to-date	<u>\$ 558,722</u>		<u>\$ 713,281</u>		<u>\$ 540,722</u>		<u>\$ 323,451</u>			
Library Building Fund (32)										
Library Building Fund Revenues	\$ 215	\$ 75	\$ 135	63.0%	\$ 202	\$ 35	\$ 206	102.2%	\$ (4)	
Library Building Fund Expenditures	0	-	-	0.0%	0	-	-	0.0%	0	
Revenues Over (Under) Expenditures	215	75	135		202	35	206			
Beginning Fund Balance - Decober 1	(1,868)		(1,868)		(1,653)		(1,653)			
Ending Fund Balance - year-to-date	<u>\$ (1,653)</u>		<u>\$ (1,733)</u>		<u>\$ (1,451)</u>		<u>\$ (1,447)</u>			
Roadway Impact Fee Fund (45)										
Roadway Impact Fee Fund Revenues	\$ 53,675	\$ 22,484	\$ 37,066	69.1%	\$ 141,695	\$ 869	\$ 15,832	11.2%	\$ 125,863	
Roadway Impact Fee Fund Exp	-	-	-	0.0%	-	-	-	0.0%	-	
Revenues Over (Under) Expenditures	53,675	22,484	37,066		141,695	869	15,832			
Transfers (Out)	(107,525)	53,540	(53,763)	50.0%	(107,525)	(8,960)	(53,762)	50.0%	(53,763)	
Net Change in Fund Balance	(53,850)	76,023	(16,697)		34,170	(8,091)	(37,930)			
Beginning Fund Balance - Decober 1	623,604		623,604		569,754		569,754			
Ending Fund Balance - year-to-date	<u>\$ 569,754</u>		<u>\$ 606,907</u>		<u>\$ 603,924</u>		<u>\$ 531,824</u>			

CITY OF KENNEDALE MONTHLY FINANCIAL REPORT
Month Ended March 31, 2024

SPECIAL REVENUE FUNDS										
Fund / Description	PRIOR YEAR FY2023				CURRENT YEAR FY2024					
	Actual for Year (unaudited)	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	\$ 79,265	\$ 151	\$ 805	1.0%	\$ 72,406	\$ 548	\$ 5,181	7.2%	\$ 67,225	
TIF #1 New Hope Fund Expenditures	48,848	-	-	0.0%	378,229	-	16,720	0.0%	361,509	
Revenues Over (Under) Expenditures	\$ 30,417	151	\$ 805		\$ (305,823)	548	\$ (11,538)			
Transfers In	167,883	(49,167)	5,000	3.0%	170,000	833	5,000	2.9%	165,000	
Net Change in Fund Balance	198,300	(49,016)	5,805		(135,823)	1,382	(6,538)			
Beginning Fund Balance - Decober 1	(21,022)		(21,022)		177,278		177,278			
Ending Fund Balance - year-to-date	<u>\$ 177,278</u>		<u>\$ (15,217)</u>		<u>\$ 41,455</u>		<u>\$ 170,739</u>			
Hotel/Motel Tax Fund (30)										
Hotel/Motel Tax Fund Revenues	\$ 38,749	\$ 228	\$ 11,578	29.9%	\$ 25,000	\$ 165	\$ 6,854	27.4%	\$ 18,146	
Hotel/Motel Tax Fund Expenditures	13,258	155	155	1.2%	12,000	821	821	6.8%	11,179	
Revenues Over (Under) Expenditures	\$ 25,491	73	\$ 11,423		\$ 13,000	(656)	\$ 6,033			
Beginning Fund Balance - Decober 1	41,927		41,927		67,418		67,418			
Ending Fund Balance - year-to-date	<u>\$ 67,418</u>		<u>\$ 53,350</u>		<u>\$ 80,418</u>		<u>\$ 73,451</u>			
Police Seizure Fund (31)										
Police Seizure Fund Revenues	\$ 125	\$ 5	\$ 33	26.4%	\$ 80	\$ 11	\$ 78	97.8%	\$ 2	
Police Seizure Fund Expenditures	-	-	-	0.0%	3,810	-	-	0.0%	3,810	
Revenues Over (Under) Expenditures	\$ 125	5	\$ 33		\$ (3,730)	11	\$ 78			
Beginning Fund Balance - Decober 1	3,650		3,650		3,775		3,775			
Ending Fund Balance - year-to-date	<u>\$ 3,775</u>		<u>\$ 3,683</u>		<u>\$ 45</u>		<u>\$ 3,853</u>			
LEOSE Fund (34)										
LEOSE Fund Revenues	\$ 1,438	\$ 1	\$ 1,417	98.5%	\$ 1,421	\$ 2,034	\$ 3,721	261.9%	\$ (2,300)	
LEOSE Fund Expenditures	1,590	1,415	1,590	100.0%	1,500	-	-	0.0%	1,500	
Revenues Over (Under) Expenditures	\$ (152)	(1,414)	\$ (173)		\$ (79)	2,034	\$ 3,721			
Beginning Fund Balance - Decober 1	1,002		1,002		850		850			
Ending Fund Balance - year-to-date	<u>\$ 850</u>		<u>\$ 829</u>		<u>\$ 771</u>		<u>\$ 4,571</u>			
Disaster Recovery Fund (35)										
Disaster Recovery Fund Revenues	\$ 295,290	\$ 2,988	\$ 18,307	6.2%	\$ 1,991,000	\$ 4,262	\$ 39,012	2.0%	\$ 1,951,988	
Disaster Recovery Fund Expenditures	191,642	2,848	181,012	94.5%	2,039,300	2,115	22,398	1.1%	2,016,903	
Revenues Over (Under) Expenditures	\$ 103,648	141	\$ (162,705)		\$ (48,300)	2,147	\$ 16,615			
Beginning Fund Balance - Decober 1	7,300		7,300		110,948		110,948			
Ending Fund Balance - year-to-date	<u>\$ 110,948</u>		<u>\$ (155,405)</u>		<u>\$ 62,648</u>		<u>\$ 127,563</u>			

CITY OF KENNEDALE MONTHLY FINANCIAL REPORT
Month Ended March 31, 2024

OTHER FUNDS									
Fund / Description	PRIOR YEAR FY2023				CURRENT YEAR FY2024				
	Actual for Year (unaudited)	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	\$ 352,505	\$ (17,207)	\$ 139,957	39.7%	\$ 166,850	\$ 14,084	\$ 78,281	46.9%	\$ 88,569
Capital Replacement Fund Expenditures	242,160	10,826	66,515	27.5%	97,103	-	18,380	18.9%	78,723
Revenues Over (Under) Expenditures	110,344	(28,032)	73,443		69,747	14,084	59,900		
Beginning Fund Balance - Decober 1	(399,257)		(399,257)		(288,913)		(288,913)		
Ending Fund Balance - year-to-date	<u>\$ (288,913)</u>		<u>\$ (325,814)</u>		<u>\$ (219,166)</u>		<u>\$ (229,012)</u>		
Court Security Fund (12)									
Court Security Fund Revenues	\$ 5,398	\$ (819)	\$ 1,060	19.6%	\$ 3,850	\$ 839	\$ 4,220	109.6%	\$ (370)
Court Security Fund Expenditures	5,092	-	-	0.0%	10,000	-	-	0.0%	10,000
Revenues Over (Under) Expenditures	305	(819)	1,060		(6,150)	839	4,220		
Beginning Fund Balance - Decober 1	29,358		29,358		29,663		29,663		
Ending Fund Balance - year-to-date	<u>\$ 29,663</u>		<u>\$ 30,418</u>		<u>\$ 23,513</u>		<u>\$ 33,884</u>		
Court Technology Fund (16)									
Court Technology Fund Revenues	\$ 5,185	\$ 401	\$ 1,897	36.6%	\$ 4,050	\$ 665	\$ 3,239	80.0%	\$ 811
Court Technology Fund Expenditures	8,828	-	-	0.0%	10,000	-	700	7.0%	9,300
Revenues Over (Under) Expenditures	(3,643)	401	1,897		(5,950)	665	2,539		
Beginning Fund Balance - Decober 1	17,769		17,769		14,126		14,126		
Ending Fund Balance - year-to-date	<u>\$ 14,126</u>		<u>\$ 19,666</u>		<u>\$ 8,176</u>		<u>\$ 16,665</u>		
Street Improvement Fund (17)									
Street Improvement Fund Revenues	\$ 815,474	\$ (11,626)	\$ 405,267	49.7%	\$ 857,010	\$ 86,772	\$ 361,410	42.2%	\$ 495,600
Street Improvement Fund Expenditures	847,876	67,492	359,175	42.4%	1,186,498	94,979.81	421,453	35.5%	765,045
Revenues Over (Under) Expenditures	(32,402)	(79,119)	46,092		(329,488)	(8,208)	(60,044)		
Transfers In	112,248	56,124	56,124	50.0%	191,998	16,000	95,999	50.0%	95,999
Transfers (Out)	(151,797)	(60,423)	(75,899)	50.0%	(155,235)	(12,936)	(77,618)	50.0%	(77,618)
Net Change in Fund Balance	(71,951)	(83,418)	26,317		(292,725)	(5,144)	(41,662)		
Beginning Fund Balance - Decober 1	384,656		384,656		312,705		312,705		
Ending Fund Balance - year-to-date	<u>\$ 312,705</u>		<u>\$ 410,973</u>		<u>\$ 19,980</u>		<u>\$ 271,043</u>		
Juvenile Case Manager Fund (18)									
Juvenile Case Manager Fund Revenues	\$ 560	\$ 52	\$ 259	46.3%	\$ 490	\$ 34	\$ 234	47.8%	\$ 256
Juvenile Case Manager Fund Exp	-	-	-	0.0%	7,000	-	-	0.0%	7,000
Revenues Over (Under) Expenditures	560	52	259		(6,510)	34	234		
Beginning Fund Balance - Decober 1	8,623		8,623		9,183		9,183		
Ending Fund Balance - year-to-date	<u>\$ 9,183</u>		<u>\$ 8,882</u>		<u>\$ 2,673</u>		<u>\$ 9,417</u>		
Park Recovery/Donation Fund (41)									
Park Rec/Donation Fund Revenues	\$ 5,336	\$ 51	\$ 235	4.4%	\$ 5,625	\$ 104	\$ 35,537	631.8%	\$ (29,912)
Park Rec/Donation Fund Expenditures	7,604	-	244	3.2%	7,853	-	6,579	83.8%	1,274
Revenues Over (Under) Expenditures	(2,268)	51	(9)		(2,228)	104	28,958		
Beginning Fund Balance - Decober 1	(67)		(67)		(2,335)		(2,335)		
Ending Fund Balance - year-to-date	<u>\$ (2,335)</u>		<u>\$ (76)</u>		<u>\$ (4,563)</u>		<u>\$ 26,623</u>		

CITY OF KENNEDALE MONTHLY FINANCIAL REPORT
Month Ended March 31, 2024

OTHER FUNDS - <i>continued</i>									
Fund / Description	PRIOR YEAR FY2023				CURRENT YEAR FY2024				
	Actual for Year (unaudited)	Current Month	Year To Date	% Received/ Expended YTD	Approved Budget	Current Month	Year To Date	% Received/ Expended YTD	Remaining Budget
Grant Fund Fund (40)									
Grant Fund Revenues				N/A	\$ 675,000	\$ -	\$ 30,318	4.5%	\$ 644,682
Grant Fund Expenditures				N/A	675,000	388,419	411,492	61.0%	263,508
Revenues Over (Under) Expenditures	-	-	-		-	(388,419)	(381,174)		
Beginning Fund Balance - Decober 1	-		-		-		-		
Ending Fund Balance - <i>year-to-date</i>	<u>\$ -</u>		<u>\$ -</u>		<u>\$ -</u>		<u>\$ (381,174)</u>		
Tree Restoration Fund (83)									
Tree Restoration Fund Revenues	\$ 7,429	\$ 3,106	\$ 3,647	49.1%	\$ 6,550	\$ 160	\$ 1,464	22.3%	\$ 5,086
Tree Restoration Fund Expenditures	-	-	-	0.0%	-	-	-	0.0%	-
Revenues Over (Under) Expenditures	7,429	3,106	3,647		6,550	160	1,464		
Beginning Fund Balance - Decober 1	71,535		71,535		78,964		78,964		
Ending Fund Balance - <i>year-to-date</i>	<u>\$ 78,964</u>		<u>\$ 75,182</u>		<u>\$ 85,514</u>		<u>\$ 80,428</u>		
Unclaimed Property Fund (85)									
Unclaimed Property Fund Revenues	\$ 18	\$ 3	\$ 18	100.0%	\$ 20	\$ -	\$ -	0.0%	\$ 20
Unclaimed Property Fund Expenditures	-	-	-	0.0%	-	-	-	0.0%	-
Revenues Over (Under) Expenditures	18	3	18		20	-	-		
Transfers (Out)	0	-	-	0.0%	0	-	-	0.0%	0
Net Change in Fund Balance	18	3	18		20	-	-		
Beginning Fund Balance - Decober 1	316		316		334		334		
Ending Fund Balance - <i>year-to-date</i>	<u>\$ 334</u>		<u>\$ 334</u>		<u>\$ 354</u>		<u>\$ 334</u>		

CITY OF KENNEDALE MONTHLY FINANCIAL REPORT
Month Ended March 31, 2024

EDC FUNDS									
Fund / Description	PRIOR YEAR FY2023				CURRENT YEAR FY2024				
	Actual for Year (unaudited)	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	\$ 1,121,315	\$ 76,442	\$ 405,437	36.2%	\$ 1,093,807	\$ 129,325	\$ 758,284	69.3%	\$ 335,523
EDC Fund Expenditures									
Operations Expenditures	555,407	142,724	278,668	50.2%	714,406	41,732	444,233	62.2%	270,173
Debt Service Expenditures	306,463	140,081	176,073	57.5%	309,200	5,160	183,055	59.2%	126,145
Town Shopping Center Expenditures	73,091	7,633	44,090	60.3%	338,461	39,397	93,695	27.7%	244,766
Total EDC Fund Expenditures	934,961	290,438	498,830	53.4%	1,362,067	86,289	720,982	52.9%	641,085
Revenues Over (Under) Expenditures	186,354	(213,996)	(93,393)		(268,260)	43,036	37,302		
Transfers (Out)	(56,124)	(28,062)	(28,062)	50.0%	(61,520)	(5,127)	(30,760)	50.0%	(30,760)
Net Change in Fund Balance	130,230	(242,058)	(121,455)		(329,780)	37,909	6,542		
Beginning Fund Balance - Decober 1	2,005,520		2,005,520		2,135,750		2,135,750		
Ending Fund Balance - <i>year-to-date</i>	<u>\$ 2,135,750</u>		<u>\$ 1,884,065</u>		<u>\$ 1,805,970</u>		<u>\$ 2,142,292</u>		
Average Daily Annual Expenditures	\$ 2,715				\$ 3,900				
Days of Fund Balance	787		694		463		549		
EDC Bond Reserve Fund (95)									
EDC Bond Reserve Fund Revenues	\$ 4,350	\$ 188	\$ 1,145	26.3%	\$ 2,800	\$ 299	\$ 2,714	96.9%	\$ 86
EDC Bond Reserve Fund Expenditures	0	-	-	0.0%	0	-	-	0.0%	0
Revenues Over (Under) Expenditures	4,350	188	1,145		2,800	299	2,714		
Beginning Fund Balance - Decober 1	126,575		126,575		130,925		130,925		
Ending Fund Balance - <i>year-to-date</i>	<u>\$ 130,925</u>		<u>\$ 127,720</u>		<u>\$ 133,725</u>		<u>\$ 133,639</u>		



**CITY OF KENNEDALE
MONTHLY FINANCIAL REPORT
Month Ended March 2024
EXECUTIVE OVERVIEW**

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

FROM Jon Horton, Finance Director

DATE April 16, 2024

SUBJECT Monthly Financial Report for March 2024

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

Results through March represent 50% of the fiscal year.

GENERAL FUND (01)

- ◇ Property tax revenues received year-to-date \$5,825,984; 97.4% of total budget; prior year receipts through March were 95.4% of total
- ◇ Sales tax revenues received year-to-date \$742,468; 37.3% 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 March were \$698,941; 31.1% of collections for the fiscal year
- ◇ General Fund expenditures year-to-date \$4,561,392; 44.5% of total budget
- ◇ Fund Balance year-to-date is \$6,333,483; 221 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 \$3,083,305 or 108 days of total budgeted expenditures and transfers out

WATER/SEWER FUND (10)

- ◇ Water service sales year-to-date \$1,157,846; 40.3% of budget
- ◇ Sewer service sales year-to-date \$862,315; 50.4% of budget
- ◇ Utility Billing and Operations expenditures year-to-date \$1,768,184; 48.8% of total budget
- ◇ Working Capital year-to-date is \$17,522,283; 492 days of total budgeted expenditures and transfers out; budgeted Days of Working Capital at year-end is 267 days

STORMWATER FUND (07)

- ◇ Drainage fees year-to-date \$138,112; 51.2% of budget
- ◇ Stormwater Fund expenditures year-to-date \$107,234; 49.7% of total budget
- ◇ Working Capital year-to-date is \$804,661; 1,362 days of total budgeted expenditures and transfers out; budgeted Days of Working Capital at year-end is 1,380 days

EDC FUND (15)

- ◇ Sales tax revenues received year-to-date \$247,270; 40.3% 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 March were \$216,798; 35.3% of collections for the year.
- ◇ Rental fees for the Shopping Center year-to-date \$165,972; 53.4% of total budget
- ◇ EDC Operations expenditures year-to-date \$444,233; 62.2% of total budget; includes \$20,264 for annual Christmas event
- ◇ EDC Town Shopping Center expenditures year-to-date \$93,695; 27.7% of total budget
- ◇ Fund Balance year-to-date is \$2,142,292; 549 days of total budgeted expenditures and transfers out; budgeted Fund Balance at year-end is 463 days

STAFF REPORT TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: APRIL 16, 2024

AGENDA ITEM NUMBER: CONSENT AGENDA ITEM IV.B.

SUBJECT

CONSENT AGENDA

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

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: APRIL 16, 2024

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

SUBJECT
Approval of the minutes from the March 19, 2024 Regular Meeting

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

1.	Minutes 03.19.2024	Minutes 03.19.2024.doc
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KENNEDALE CITY COUNCIL MINUTES
REGULAR MEETING | MARCH 19, 2024 AT 5:30 PM
CITY HALL COUNCIL CHAMBERS | 405 MUNICIPAL DRIVE, KENNEDALE, TX 76060

I. CALL TO ORDER

Mayor Jan Joplin called the meeting to order at 5:32 p.m.

A. ROLL CALL

PRESENT: David Glover, Kenneth Michels, Bryant Griffith, Jeff Nevarez; **ABSENT:**

***STAFF:** City Manager Darrell Hull, Deputy City Secretary Ross Sanchez, Community Development Director 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."

Pastor Danny Robinson led the invocation, Mayor Pro Tem Kenneth Michels led the pledges

II. VISITOR AND CITIZEN FORUM

The Lieutenant for the Arlington district of the Salvation Army, Anna Maslenikov, presented the City of Kennedale with an award of outstanding achievement for Most Funds Raised in Kennedale for the 2023 Mayoral Red Kettle Challenge.

Lydia Hudson, of the organization DFW Feral Caregivers, gave a presentation on the importance of TNR in our community. DFW Feral Caregivers donated two traps for safe practice of TNR within the city.

III. WORK SESSION

A. WORK SESSION REPORTS

1. Discussion on Veterans Memorial updates in TownCenter Park

Councilmember Bryant Griffith gave an update to the City Council regarding the Veteran's Memorial and the plans to move forward with the development.

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

The councilmembers provided a brief summary of the events and meetings that they have attended during the last month.

2. Updates from the Mayor

Mayor Joplin provided an update on her attendance at events and meetings throughout the month.

3. Updates from the City Manager

There were no updates at this time

4. 2023 Annual Report from Fire Chief James Brown

Fire Chief James Brown presented the 2023 Annual Report for the Fire Department to the City Council.

5. 2023 Annual Report from Police Chief Michael Holguin

Police Chief Michael Holguin presented the 2023 Annual Report for the Police Department to the City Council.

6. 2023 Annual Report from Community Development Director Nathan Gonzales

Community Development Director Nathan Gonzales presented the 2023 Annual Report for the Community Development Department to the City Council.

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

Finance Director Jonathan Horton presented the February 2024 financial report to the City Council.

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 February 20, 2024 Regular Meeting

Motion: Approve

Action: Approval of the minutes from the February 20, 2024 Regular Meeting after proposed corrections are made to the minutes

Moved By Councilmember Jeff Nevarez, **Seconded By** Councilmember David Glover

Motion passed unanimously

2. PZ CASE #24-07 Consider site plan approval for a new commercial building located at 535 W Kennedale Parkway, Kennedale, TX 76060

Motion: Approve

Action: PZ CASE #24-07 Consider site plan approval for a new commercial building located at 535 W Kennedale Parkway, Kennedale, TX 76060

Moved By Councilmember Bryant Griffith, **Seconded By** Mayor Pro Tem Kenneth Michels

Motion passed unanimously

C. ITEMS FOR INDIVIDUAL CONSIDERATION

1. ILA for water and wastewater operation between the City of Kennedale, Texas and the City of Arlington, Texas

Motion: Approve

Action: ILA for water and wastewater operation between the City of Kennedale, Texas and the City of

Arlington, Texas

Moved By Councilmember Jeff Nevarez, **Seconded By** Councilmember David Glover
Motion passed unanimously

D. PUBLIC HEARINGS

1. PZ CASE #24-05 To conduct a public hearing and consider a proposed zoning change request from "C-1 Commercial district" to "EC-1 Employment Center District" for approximately 0.3265 acres, Block 7, Lot 4A Less Row Block 7, of the Oak Crest Addition, located at 6704 Lindale Rd, City of Kennedale, Tarrant County, Texas

Motion: Approve

Action: PZ CASE #24-05 To conduct a public hearing and consider a proposed zoning change request from "C-1 Commercial district" to "EC-1 Employment Center District" for approximately 0.3265 acres, Block 7, Lot 4A Less Row Block 7, of the Oak Crest Addition, located at 6704 Lindale Rd, City of Kennedale, Tarrant County, Texas

The public hearing opened and closed at 8:09pm. There were no speakers.

Moved By Councilmember Jeff Nevarez, **Seconded By** Councilmember David Glover
Motion passed unanimously

V. EXECUTIVE SESSION

Mayor Jan Joplin recessed to Executive Session at 8:10 p.m.

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

1. Rules regarding the use of public property for political purposes
2. Rules and procedures for addressing potential conflicts of interest

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

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

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

1. Planning & Zoning appointment

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

Mayor Jan Joplin reconvened the meeting at 9:29 p.m.

There was no action taken.

VII. ADJOURNMENT

Motion: Adjourn

Action: ADJOURNMENT

Moved By Jeff Nevarez, **Seconded By** David Glover

Motion passed unanimously

Mayor Jan Joplin adjourned the meeting at 9:29 p.m.

APPROVED:

ATTEST:

MAYOR JAN JOPLIN

DEPUTY CITY SECRETARY ROSS SANCHEZ

MEETING DATE: APRIL 16, 2024

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

SUBJECT

Approval of the independent auditor's Annual Comprehensive Financial Report (ACFR) for the fiscal year 2023 ending September 30, 2023. Forvis LLP

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

MEETING DATE: APRIL 16, 2024

AGENDA ITEM NUMBER: INDIVIDUAL CONSIDERATION ITEM IV.C.

SUBJECT
ITEMS FOR INDIVIDUAL CONSIDERATION

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

MEETING DATE: APRIL 16, 2024

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

SUBJECT

Stripe-A-Zone Quote N Little School Rd

ORIGINATED BY

Kristian Sugrim

SUMMARY

With development and growth comes a demand for public safety and infrastructure improvements. The City of Kennedale has been proactive with its transportation, traffic, and pedestrian safety, and as such, have obtained quotes from several vendors, with the most competitive quote coming from Stripe-A-Zone, LLC, to perform roadway restriping on the following street segments: N Little School Road within the limits of Kennedale Parkway and Treepoint Drive; Bowman Springs Road from Kennedale Parkway to City Limit; Dick Price Road from Kennedale Parkway to pavement change, and Kennedale Sublett Road from N Little School Road to City Limit.

Pavement marking studies have demonstrated that travel lane delineation has shown to significantly reduce roadway incidents, and with the current ongoing SE Connector construction project, we have a considerable increase of traffic on our collectors. Pavement marking also improves the physical appearance of the City's roadways and presents an image of cleanliness, and organization.

RECOMMENDATION

Staff recommends that the Kennedale's City Council authorize the approval of the pavement marking services with Stripe-A-Zone LLC, at the proposed sum of One Hundred Eight Thousand Thirty One Dollars, \$108,031.00.

ATTACHMENTS

1.	Restriping Estimates	Restriping Estimates.pdf
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SALES QUOTE

Stripe-A-Zone LLC

2714 Sherman Street
Grand Prairie, TX 75051
Phone 972-647-2714
Fax 972-641-9520
www.Stripe-A-Zone.com

PAY Bidder
TO: ,

ORDER #: SQ-014416-SAZ

ORDER DATE: 03/19/2024

ENTERED BY: NGRIFIE

ESTIMATOR: CHAD JEWELL CJEWELL@STRIPE-A-ZONE.COM

PROJECT: PJ-00012270

PROJECT NAME: LITTLE SCHOOL

SHIP LITTLE SCHOOL

TO: Kennedale, TX

PH: 817-985-2170

EMAIL: Lstevenson@cityofkennedale.com

PO#	CONTRACT #	PAYMENT TERMS	GOOD UNTIL
LITTLE SCHOOL		30 Days	04/18/2024

ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
3000	Eliminate 4" white	LUMP SUM	1873	\$0.00	\$0.00
3000	Eliminate 4" yellow	LUMP SUM	3047	\$0.00	\$0.00
3000	Eliminate 4" Double yellow	LUMP SUM	4063	\$0.00	\$0.00
3000	Eliminate 4" Broken white	LUMP SUM	1140	\$0.00	\$0.00
3000	Eliminate 8" White	LUMP SUM	990	\$0.00	\$0.00
3000	Eliminate 12" yellow	LUMP SUM	260	\$0.00	\$0.00
3000	Eliminate 12" white	LUMP SUM	840	\$0.00	\$0.00
3000	Eliminate 24" white	LUMP SUM	26	\$0.00	\$0.00
3000	Eliminate 8' only	LUMP SUM	8	\$0.00	\$0.00
3000	Eliminate 8' Yield	LUMP SUM	10	\$0.00	\$0.00
3000	Eliminate Right Turn Arrow	LUMP SUM	2	\$0.00	\$0.00
3000	Eliminate Left Turn Arrow	LUMP SUM	6	\$0.00	\$0.00
3000	Eliminate Combo Arrow	LUMP SUM	2	\$0.00	\$0.00
3003	New install 4" White Striping	LF	1873	\$0.00	\$0.00
3002	New Install 4" Yellow Striping	LF	3047	\$0.00	\$0.00
3002	New Install 4" Double Yellow Striping	LF	4063	\$0.00	\$0.00
3001	New install 4" broken white striping	LF	1140	\$0.00	\$0.00
3009	New Install 8" White Striping	EACH	990	\$0.00	\$0.00
3010	New Install 12" Yellow Striping	EACH	260	\$0.00	\$0.00
3009	New Install 12" White Striping	EACH	840	\$0.00	\$0.00
3003	New install 24" White	LF	26	\$0.00	\$0.00
3065	New Install 8' "ONLY" Stencil	EACH	8	\$0.00	\$0.00
3066	New Install 8' "YIELD" Stencil	EACH	10	\$0.00	\$0.00
666 0513	Refl Pav Mrk Ty I W Right Turn Arrow	EACH	2	\$0.00	\$0.00
3069	Paint Left Turn Arrow	EACH	6	\$0.00	\$0.00
3069	Paint Combo Arrow	EACH	2	\$0.00	\$0.00
2001	Lump Sum - Material	LUMP SUM	1	\$59,180.00	\$59,180.00
				Subtotal	\$59,180.00

Sales Tax	\$0.00
Total	\$59,180.00

NOTES: NOTE: DOES NOT INCLUDE MARKERS

Priced for one (1) coat of Quality Traffic Marking paint. Excludes surface preparation and bonds. This proposal is based upon one (1) trip completion. All additional trips (due to General Contractor or owner negligence) will be subject to additional mobilization charges. The prices, specifications and conditions of this proposal are satisfactory and are hereby accepted. I understand Stripe-A-Zone, Inc. is not liable for any damages of any underground utilities and cannot guarantee any striping that is done on concrete that has not cured for at least ninety (90) days. The above total will have a 3% fee assessed if paid with a credit card. Any alterations and deviations from the above specifications involving extra costs will be executed only upon written orders from Stripe-A-Zone, Inc. Acceptance of this proposal is an agreement for the above scope and pricing only. Any court action resulting from this agreement will be conducted in Tarrant County, Texas. We may withdrawal this proposal if it is not accepted within thirty (30) days.

SIGNATURE/PRINTED NAME: _____ DATE OF ACCEPTANCE: _____



SALES QUOTE

Stripe-A-Zone LLC

2714 Sherman Street
Grand Prairie, TX 75051
Phone 972-647-2714
Fax 972-641-9520
www.Stripe-A-Zone.com

PAY Bidder
TO: ,

ORDER #: SQ-014415-SAZ
ORDER DATE: 03/19/2024
ENTERED BY: NGRIFIE
ESTIMATOR: CHAD JEWELL CJEWELL@STRIPE-A-ZONE.COM
PROJECT: PJ-00012269
PROJECT NAME: BOWMAN SPRINGS RD

SHIP BOWMAN SPRINGS RD
TO: Kennedale, TX
PH: 817-985-2170
EMAIL: Lstevenson@cityofkennedale.com

PO#	CONTRACT #	PAYMENT TERMS	GOOD UNTIL
BOWMAN SPRINGS RD		30 Days	04/18/2024

ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
3000	Eliminate 4" Double yellow	LUMP SUM	3983	\$0.00	\$0.00
3000	Eliminate 4" White Broken	LUMP SUM	1363	\$0.00	\$0.00
3000	Eliminate 8" White	LUMP SUM	356	\$0.00	\$0.00
3000	Eliminate 12" yellow	LUMP SUM	210	\$0.00	\$0.00
3000	Eliminate 24" White	LUMP SUM	45	\$0.00	\$0.00
3000	Eliminate 8" only	LUMP SUM	3	\$0.00	\$0.00
3000	Eliminate Right Turn Arrow	LUMP SUM	3	\$0.00	\$0.00
3000	Eliminate Left Turn Arrow	LUMP SUM	6	\$0.00	\$0.00
3002	New Install 4" Double Yellow Striping	LF	3983	\$0.00	\$0.00
3003	New install 4" White Broken	LF	1363	\$0.00	\$0.00
3009	New Install 8" White Striping	EACH	356	\$0.00	\$0.00
3002	New Install 12" Yellow Striping	LF	210	\$0.00	\$0.00
3009	New Install 24" White Striping	EACH	45	\$0.00	\$0.00
3065	New Install 8" "ONLY" Stencil	EACH	3	\$0.00	\$0.00
3069	Paint Right Turn Arrow	EACH	3	\$0.00	\$0.00
3069	Paint Left Turn Arrow	EACH	6	\$0.00	\$0.00
2001	Lump Sum - Material	LUMP SUM	1	\$31,014.00	\$31,014.00
				Subtotal	\$31,014.00
				Sales Tax	\$0.00
				Total	\$31,014.00

NOTES: DOES NOT INCLUDE MARKERS

NOTE: KENNEDALE PKWY WINDING CREEK DR

Priced for one (1) coat of Quality Traffic Marking paint. Excludes surface preparation and bonds. This proposal is based upon one (1) trip completion. All additional trips (due to General Contractor or owner negligence) will be subject to additional mobilization charges. The prices, specifications and conditions of this proposal are satisfactory and are hereby accepted. I understand Stripe-A-Zone, Inc. is not liable for any damages of any underground utilities and cannot

guarantee any striping that is done on concrete that has not cured for at least ninety (90) days. The above total will have a 3% fee assessed if paid with a credit card. Any alterations and deviations from the above specifications involving extra costs will be executed only upon written orders from Stripe-A-Zone, Inc. Acceptance of this proposal is an agreement for the above scope and pricing only. Any court action resulting from this agreement will be conducted in Tarrant County, Texas. We may withdrawal this proposal if it is not accepted within thirty (30) days.

SIGNATURE/PRINTED NAME: _____ DATE OF ACCEPTANCE: _____



SALES QUOTE

Stripe-A-Zone LLC

2714 Sherman Street
Grand Prairie, TX 75051
Phone 972-647-2714
Fax 972-641-9520
www.Stripe-A-Zone.com

PAY Bidder
TO: ,

ORDER #: SQ-014414-SAZ
ORDER DATE: 03/19/2024
ENTERED BY: NGRIFIE
ESTIMATOR: CHAD JEWELL CJEWELL@STRIPE-A-ZONE.COM
PROJECT: PJ-00012268
PROJECT NAME: KENNEDALE SUBLET

SHIP KENNEDALE SUBLET
TO: Kennedale, TX
PH: 817-985-2170
EMAIL: Lstevenson@cityofkennedale.com

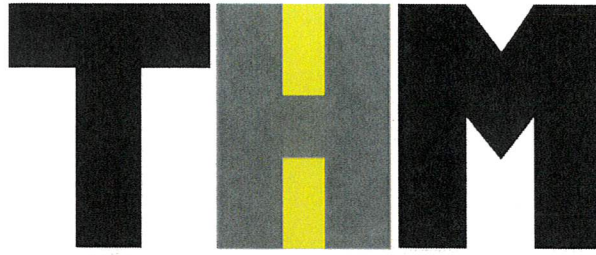
PO#	CONTRACT #	PAYMENT TERMS	GOOD UNTIL
KENNEDALE SUBLET		30 Days	04/18/2024

ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
3000	Eliminate 4" white	LUMP SUM	902	\$0.00	\$0.00
3000	Eliminate 4" yellow	LUMP SUM	1110	\$0.00	\$0.00
3000	Eliminate 4" Double yellow	LUMP SUM	370	\$0.00	\$0.00
3000	Eliminate 8" White	LUMP SUM	380	\$0.00	\$0.00
3000	Eliminate 12" white	LUMP SUM	426	\$0.00	\$0.00
3000	Eliminate 12" yellow	LUMP SUM	120	\$0.00	\$0.00
3000	Eliminate 8' only	LUMP SUM	6	\$0.00	\$0.00
3000	Eliminate 8' Yield	LUMP SUM	3	\$0.00	\$0.00
3000	Eliminate Left Arrow	LUMP SUM	4	\$0.00	\$0.00
3000	Eliminate Right Arrow	LUMP SUM	2	\$0.00	\$0.00
3003	New install 4" White Striping	LF	902	\$0.00	\$0.00
3002	New Install 4" Yellow Striping	LF	1110	\$0.00	\$0.00
3002	New Install 4" Double Yellow Striping	LF	370	\$0.00	\$0.00
3009	New Install 8" White Striping	EACH	380	\$0.00	\$0.00
3009	New Install 12" White Striping	EACH	426	\$0.00	\$0.00
3010	New Install 12" Yellow Striping	EACH	120	\$0.00	\$0.00
3065	New Install 8' "ONLY" Stencil	EACH	6	\$0.00	\$0.00
3066	New Install 8' "YIELD" Stencil	EACH	3	\$0.00	\$0.00
3069	Paint Left Arrow	EACH	4	\$0.00	\$0.00
3069	Paint Right Arrow	EACH	2	\$0.00	\$0.00
2001	Lump Sum - Material	LUMP SUM	1	\$17,837.00	\$17,837.00
				Subtotal	\$17,837.00
				Sales Tax	\$0.00
				Total	\$17,837.00

NOTES: NOTE: DOES NOT INCLUDE MARKERS

Priced for one (1) coat of Quality Traffic Marking paint. Excludes surface preparation and bonds. This proposal is based upon one (1) trip completion. All additional trips (due to General Contractor or owner negligence) will be subject to additional mobilization charges. The prices, specifications and conditions of this proposal are satisfactory and are hereby accepted. I understand Stripe-A-Zone, Inc. is not liable for any damages of any underground utilities and cannot guarantee any striping that is done on concrete that has not cured for at least ninety (90) days. The above total will have a 3% fee assessed if paid with a credit card. Any alterations and deviations from the above specifications involving extra costs will be executed only upon written orders from Stripe-A-Zone, Inc. Acceptance of this proposal is an agreement for the above scope and pricing only. Any court action resulting from this agreement will be conducted in Tarrant County, Texas. We may withdrawal this proposal if it is not accepted within thirty (30) days.

SIGNATURE/PRINTED NAME: _____ **DATE OF ACCEPTANCE:** _____



TRAFFIC HIGHWAY MAINTENANCE, LLC

930 KCK Way, Cedar Hill, TX 75104

Certifications: TxDOT SBE | NCTRC SBE

Job Name: CITY OF KENNEDALE

Control#:

Project#:

Bid Date: 03/19/2024

Proposal#: 24-C706-18

Estimator: Ashley Voelkel

Office: (469) 523-0180 X 128

Email: ashleyv@thmtx.com

Operations: Blane Pierson

Office: (469) 523-0180 X 114

Email: blane@thmtx.com

Item	Description	Unit	Quantity	Unit Price	Ext Price
5	MOBILIZATION	LS	1.000	\$2,500.000	\$2,500.00
	KENNEDALE SUBLET (LITTLE RD TO CREEK)				
10	REFL PAV MRK TY I (W)12"(SLD)	LF	340.000	\$ 7.000	\$2,380.00
20	REFL PAV MRK TY I (W)(ARROW)	EA	6.000	\$ 175.000	\$1,050.00
30	REFL PAV MRK TY I (W)(WORD)(ONLY)	EA	6.000	\$ 250.000	\$1,500.00
40	REFL PAV MRK TY I (W)(WORD)(YIELD)	EA	6.000	\$ 365.000	\$2,190.00
50	PAVEMENT SEALER 4"	LF	1,300.000	\$ 0.500	\$ 650.00
60	PAVEMENT SEALER 12"	LF	340.000	\$ 2.000	\$ 680.00
70	PAVEMENT SEALER (ARROW)	EA	6.000	\$ 90.000	\$ 540.00
80	PAVEMENT SEALER (WORD)	EA	6.000	\$ 100.000	\$ 600.00
90	PAVEMENT SEALER (WORD)	EA	6.000	\$ 120.000	\$ 720.00
100	REFL PAV MRK TY I (W)4"(SLD)	LF	650.000	\$ 2.250	\$1,462.50
110	REFL PAV MRK TY I (Y)4"(SLD)	LF	650.000	\$ 2.250	\$1,462.50
120	ELIM EXT PAV MRK & MRKS (4")	LF	1,300.000	\$ 1.000	\$1,300.00
130	ELIM EXT PAV MRK & MRKS (12")	LF	340.000	\$ 4.000	\$1,360.00
140	ELIM EXT PAV MRK & MRKS (ARROW)	EA	6.000	\$ 115.000	\$ 690.00
150	ELIM EXT PAV MRK & MRKS (WORD)(ONLY)	EA	6.000	\$ 135.000	\$ 810.00
160	ELIM EXT PAV MRK & MRKS (WORD)(YIELD)	EA	6.000	\$ 150.000	\$ 900.00
170	PAV SURF PREP FOR MRK (4")	LF	1,300.000	\$ 0.400	\$ 520.00
180	PAV SURF PREP FOR MRK (12")	LF	340.000	\$ 3.000	\$1,020.00
190	PAV SURF PREP FOR MRK (ARROW)	EA	6.000	\$ 100.000	\$ 600.00
200	PAV SURF PREP FOR MRK (WORD)	EA	6.000	\$ 110.000	\$ 660.00
210	PAV SURF PREP FOR MRK (WORD)	EA	6.000	\$ 130.000	\$ 780.00
	BOWMAN SPRINGS (PENNSYLVANIA TO KENNEDALE PKWY)				
220	REFL PAV MRK TY I (W)12"(SLD)	LF	410.000	\$ 7.000	\$2,870.00
230	REFL PAV MRK TY I (W)24"(SLD)	LF	100.000	\$ 14.000	\$1,400.00
240	REFL PAV MRK TY I (W)(ARROW)	EA	8.000	\$ 175.000	\$1,400.00
250	REFL PAV MRK TY I (W)(WORD)(ONLY)	EA	4.000	\$ 250.000	\$1,000.00
260	REFL PAV MRK TY I (Y)12"(SLD)	LF	60.000	\$ 7.000	\$ 420.00
270	PAVEMENT SEALER 4"	LF	7,680.000	\$ 0.500	\$3,840.00
280	PAVEMENT SEALER 12"	LF	470.000	\$ 2.000	\$ 940.00
290	PAVEMENT SEALER 24"	LF	100.000	\$ 4.000	\$ 400.00
300	PAVEMENT SEALER (ARROW)	EA	8.000	\$ 100.000	\$ 800.00
310	PAVEMENT SEALER (WORD)(ONLY)	EA	4.000	\$ 120.000	\$ 480.00
320	REFL PAV MRK TY I (W)4"(BRK)	LF	1,360.000	\$ 2.500	\$3,400.00
330	REFL PAV MRK TY I (W)4"(SLD)	LF	200.000	\$ 2.250	\$ 450.00
340	REFL PAV MRK TY I (Y)4"(BRK)	LF	1,340.000	\$ 2.500	\$3,350.00
350	REFL PAV MRK TY I (Y)4"(SLD)	LF	4,780.000	\$ 2.250	\$10,755.00

360	ELIM EXT PAV MRK & MRKS (4")	LF	7,680.000	\$ 1.000	\$7,680.00
370	ELIM EXT PAV MRK & MRKS (12")	LF	470.000	\$ 4.000	\$1,880.00
380	ELIM EXT PAV MRK & MRKS (24")	LF	100.000	\$ 6.000	\$ 600.00
390	ELIM EXT PAV MRK & MRKS (ARROW)	EA	8.000	\$ 115.000	\$ 920.00
400	ELIM EXT PAV MRK & MRKS (WORD)(ONLY)	EA	4.000	\$ 135.000	\$ 540.00
410	PAV SURF PREP FOR MRK (4")	LF	7,680.000	\$ 0.400	\$3,072.00
420	PAV SURF PREP FOR MRK (12")	LF	470.000	\$ 3.000	\$1,410.00
430	PAV SURF PREP FOR MRK (24")	LF	100.000	\$ 4.000	\$ 400.00
440	PAV SURF PREP FOR MRK (ARROW)	EA	8.000	\$ 100.000	\$ 800.00
450	PAV SURF PREP FOR MRK (WORD)(ONLY)	EA	4.000	\$ 110.000	\$ 440.00
LITTLE SCHOOL RD ((PENNSLYVANIA TO KENNEDALE PKWY)					
460	REFL PAV MRK TY I (W)12"(SLD)	LF	400.000	\$ 7.000	\$2,800.00
470	REFL PAV MRK TY I (W)(ARROW)	EA	10.000	\$ 175.000	\$1,750.00
480	REFL PAV MRK TY I (W)(DBL ARROW)	EA	2.000	\$ 275.000	\$ 550.00
490	REFL PAV MRK TY I (W)(WORD)(ONLY)	EA	10.000	\$ 250.000	\$2,500.00
500	REFL PAV MRK TY I (W)(WORD)(YIELD)	EA	11.000	\$ 365.000	\$4,015.00
510	REFL PAV MRK TY I (Y)12"(SLD)	LF	300.000	\$ 7.000	\$2,100.00
520	PAVEMENT SEALER 4"	LF	11,200.000	\$ 0.500	\$5,600.00
530	PAVEMENT SEALER 12"	LF	700.000	\$ 2.000	\$1,400.00
540	PAVEMENT SEALER (ARROW)	EA	10.000	\$ 100.000	\$1,000.00
550	PAVEMENT SEALER (WORD)(ONLY)	EA	10.000	\$ 120.000	\$1,200.00
560	PAVEMENT SEALER (WORD)(YIELD)	EA	11.000	\$ 150.000	\$1,650.00
570	PAVEMENT SEALER (DBL ARROW)	EA	2.000	\$ 200.000	\$ 400.00
580	REFL PAV MRK TY I (W)4"(BRK)	LF	2,160.000	\$ 2.500	\$5,400.00
590	REFL PAV MRK TY I (W)4"(SLD)	LF	700.000	\$ 2.250	\$1,575.00
600	REFL PAV MRK TY I (Y)4"(SLD)	LF	8,340.000	\$ 2.250	\$18,765.00
610	ELIM EXT PAV MRK & MRKS (4")	LF	14,500.000	\$ 1.000	\$14,500.00
620	ELIM EXT PAV MRK & MRKS (12")	LF	700.000	\$ 4.000	\$2,800.00
630	ELIM EXT PAV MRK & MRKS (ARROW)	EA	10.000	\$ 115.000	\$1,150.00
640	ELIM EXT PAV MRK & MRKS (DBL ARROW)	EA	2.000	\$ 165.000	\$ 330.00
650	ELIM EXT PAV MRK & MRKS (WORD)(ONLY)	EA	10.000	\$ 135.000	\$1,350.00
660	ELIM EXT PAV MRK & MRKS (WORD)(YIELD)	EA	11.000	\$ 150.000	\$1,650.00
670	PAV SURF PREP FOR MRK (4")	LF	11,200.000	\$ 0.400	\$4,480.00
680	PAV SURF PREP FOR MRK (12")	LF	700.000	\$ 3.000	\$2,100.00
690	PAV SURF PREP FOR MRK (ARROW)	EA	10.000	\$ 100.000	\$1,000.00
700	PAV SURF PREP FOR MRK (DBL ARROW)	EA	2.000	\$ 110.000	\$ 220.00
710	PAV SURF PREP FOR MRK (WORD)(ONLY)	EA	10.000	\$ 110.000	\$1,100.00
720	PAV SURF PREP FOR MRK (WORD)(YIELD)	EA	11.000	\$ 130.000	\$1,430.00

Bid Total:

\$156,437.00

NOTES:

ALL ITEMS BASED ON ONE (1) MOVE-IN. ADDITIONAL MOVE-INS WILL BE SUBJECT TO A \$2,500.00 MOBILIZATION CHARGE PLUS UNIT PRICES.

IF ACCEPTED, THE FOLLOWING QUOTE CONDITIONS MUST BE INCORPORATED INTO THE CONTRACT:

- * NO PRIOR CLEANING OR SWEEPING
- * OWNER SHALL SET CONTROL POINTS EVERY 50' IN CURVES & 100' IN TANGENTS
- * ALL PASS/NO PASS MARKINGS SHALL BE LOCATED BY OWNER
- * ELIMINATION OF EXISTING MARKINGS BY WATERBLASTING/FLAIL MILLING ONLY (GC TO PROVIDE FRESH WATER SOURCE & DUMPSITE)
- * EXCLUDES STRIP SEAL/SEAL COAT/SURFACE TREATMENT METHOD
- * THM SHALL PROVIDE TRAFFIC CONTROL FOR OUR MOVING/MOBILE OPERATIONS ONLY
- * ANY SUBSIDIARY PERMANENT PAVEMENT MARKINGS, WORK ZONE MARKINGS, TABS, BUTTONS/MARKERS, AND ELIMINATION OF MARKINGS IS EXCLUDED
- * THM MUST BE NOTIFIED OF ANY CANCELLATION A MINIMUM OF (12) HOURS PRIOR TO THE SCHEDULED TIME OF ARRIVAL OR THE GC WILL BE SUBJECT TO A CANCELLATION FEE OF \$5,500.00 PER (12) HOUR SHIFT
- * WAITING TIME WILL BE CHARGED AT A RATE OF \$1,500.00 PER HOUR IF THE CREW IS ONSITE AND CANNOT WORK DUE TO THE GC
- * MINIMUM 3 WEEKS NOTICE REQUIRED FOR MOVE-IN
- * PAYMENTS DUE UPON RECEIPT OF FUNDING
- * PRICES EXCLUDE ALL BONDS & TAXES

*** NO RETAINAGE SHALL BE WITHHELD**

Traffic Highway Maintenance, LLC. does not indemnify General Contractor or Project Owners for accidents, injury or death caused solely by General Contractor or Project Owners active or passive negligence. This proposal may be withdrawn if not accepted within 30 days. Prices quoted are pending compliance with credit terms and conditions.

Signature

Date

Printed Name

Company Name

Kristian Sugrim

From: Kristian Sugrim
Sent: Tuesday, March 19, 2024 10:12 AM
To: 'Semper Fi Striping'; Lori Stevenson
Subject: RE: FW: Pavement Marking Quote

Thank you for acknowledging.



Kristian Sugrim
DIRECTOR OF PUBLIC WORKS
ksugrim@cityofkennedale.com
O: 817.985.2170
C: 817.538.7375
150 N. Little School Road, Kennedale, TX 76060
www.CityofKennedale.com

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From: Semper Fi Striping <semperfistriping@gmail.com>
Sent: Tuesday, March 19, 2024 10:09 AM
To: Kristian Sugrim <ksugrim@cityofkennedale.com>; Lori Stevenson <lstevenson@cityofkennedale.com>
Subject: Re: FW: Pavement Marking Quote

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Thank you for the opportunity but we will not be quoting on this project. We will let the bigger Thermo companies handle this one. If you have any parking lots in need of restriping please let us know.

Thanks,



www.semperfistriping.com
James Phone: 254-434-8259



Lori Stevenson
ADMINISTRATIVE ASSISTANT
l Stevenson@cityofkennedale.com
O: 817.985.2170

150 N. Little School Road, Kennedale, 76060
www.CityofKennedale.com

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From: Semper Fi Striping <semperfistriping@gmail.com>
Sent: Tuesday, March 19, 2024 8:24 AM
To: Lori Stevenson <l Stevenson@cityofkennedale.com>
Cc: ashleyv@thmtx.com; danny@st-lp.com
Subject: Re: FW: Pavement Marking Quote

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Lori,

I will need the questions in this thread answered before I can provide a quote. Please let me know if you have any questions.

On Tue, Mar 5, 2024 at 9:56 AM Semper Fi Striping <semperfistriping@gmail.com> wrote:

Thank you for reaching out. I have a couple of questions before I send over a quote.

Is the current striping regular striping paint or is it thermoplastic?

Will traffic control be provided by the city/ police department?

Do we have any time/ day restrictions to perform this work?

From: Kristian Sugrim <ksugrim@cityofkennedale.com>
Sent: Monday, March 4, 2024 3:16 PM
Cc: Lori Stevenson <l Stevenson@cityofkennedale.com>
Subject: Pavement Marking Quote

We're looking for a quote for striping these three locations, and I realize that this is a crude visualization. However, if at all possible, can you provide us with you estimate. Thanks.



Kristian Sugrim
DIRECTOR OF PUBLIC WORKS
ksugrim@cityofkennedale.com

O: 817.985.2170

C: 817.538.7375

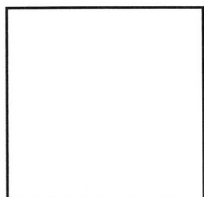
150 N. Little School Road, Kennedale, TX 76060

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Thanks,



MEETING DATE: APRIL 16, 2024

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

SUBJECT

Valley Lane and Averett Rd bridge improvements

ORIGINATED BY

Kristian Sugrim

SUMMARY

The Valley Lane and Averett Road Bridge Improvements project was initiated in 2019 as part of TxDOT's off-system bridge improvement program. This project was an equal match tied to the recently completed New Hope bridge. However, there isn't any federal or state funding on this project, since Kennedale elected to have the New Hope Road bridge construction federally funded, while the Valley Ln. / Averett Rd. bridge is City funded. The Valley Ln. / Averett Rd. project had its first advertisement on February 15, 2024, the pre-bid conference on March 7, 2024, and the bid opened on March 14, 2024. Currently, with no guardrails, failing abutment and decking, these two bridges pose a threat to the traveling public. Therefore, they are in dire need of improvements.

RECOMMENDATION

Staff recommends that the Kennedale's City Council authorize the execution of a contract with IBCTX, LLC. for the improvements to the Valley Ln. and Averett Rd. bridges at the bid price of Four Hundred Eighty Thousand Two Hundred Fifty Dollars, \$480,250.00.

ATTACHMENTS

1.	Valley Ln.-Averett Rd. Bridge Improv. Attach.	Valley Ln.-Averett Rd. Bridge Improv. Attach..pdf
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Recommendation for Award of Contract

Project	<u>Valley Lane and Averett Road Bridge Improvements</u>		Project Number	<u>KEN18407</u>
Owner	<u>City of Kennedale</u>			
Project Description				
The project shall consist of 150LF of retrofit concrete traffic railing, metal beam guard fencing, mow strip riprap and concrete repair at the Valley Lane bridge. This project shall also consist of removing/replacing approximately 1,140 SY asphalt paving and 280 CY stone riprap at the Averett Road bridge.				
Date Proposals Received	<u>March 14, 2024</u>	Proposal Tabulation Attached?	☒ Yes ☐ No	
Recommended Offeror	<u>IBCTX, LLC</u>			
Recommended Amount of Contract Award	\$ <u>480,250.00</u>	Project Budget	\$ <u>\$500,000.00</u>	
Contract Price within Available Funds?	☒ Yes ☐ No	Funding Source	<u>City</u>	
Proposed Project Completion Date	<u>May 31, 2024</u>			
Contract Times meet Owner's Schedule?	☒ Yes ☐ No			
Comments				
The City and Freese and Nichols have prior experience with IBCTX on the New Hope Road Bridge Improvements project that partnered with TxDOT. We did not find any reason to not award the contract to IBCTX.				
<i>Review of the Bids received indicates that the offer of the Recommended Contractor provides the best value to the Owner. A review of the Recommended Contractor's Statement of Qualifications and a check of the references provided indicates that the Recommended Contractor meets the qualification requirements specified in the Contract Documents and that Recommended Contractor's previous experience on similar projects has been acceptable. It is recommended that the Project be awarded to the Recommended Contractor in the amount of the Recommended Amount of Contract Award.</i>				
Recommended by	<u>Sidney Green Jr., PE</u>		Date	<u>March 29, 2024</u>
Title	<u>Project Manager</u>			
Representing	<u>Freese and Nichols, Inc.</u>			

Detailed Tabulation of Bids Received

1 - Apparent Low Bidder

Project	Valley Lane and Averett Road Bridge Improvements	Project Number	IBCTX, LLC		Engineer's Estimate		
Owner	City of Kennedale	KEN18407	507 Main St., Ste B Lake Dallas, TX 75065		801 Cherry St, Suite 2800 Fort Worth, TX 76102		
Construction Manager	Freeze and Nichols, Inc.						
Design Professional	Freeze and Nichols, Inc.						
Item No.	Description	Quantity	Units	Unit Cost	Extended Amount	Unit Cost	Extended Amount
Base Offer							
Valley Lane Bridge Improvements							
I-1	Construction Contingency	1	LS	\$15,000.00	15,000.00	15,000.00	15,000.00
I-2	Preparing Right-of-Way	4	STA	\$6,000.00	24,000.00	1,000.00	4,000.00
I-3	4" Furnishing and Paving Topsoil	75	SY	\$40.00	3,000.00	10.00	750.00
I-4	Broadcast Seeding (Perim) (Rural) (Clay)	75	SY	\$50.00	3,750.00	10.00	750.00
I-5	Concrete Structural Repair (Vertical and Overhead)	120	SF	\$275.00	33,000.00	800.00	96,000.00
I-6	4" Mow Strip Riprap	17	CV	\$1,500.00	25,500.00	500.00	8,500.00
I-7	Retrofit Rail (TY 1721)	150	LF	\$300.00	45,000.00	200.00	30,000.00
I-8	Remove Structural Rail	150	LF	\$80.00	12,000.00	30.00	4,500.00
I-9	Mobilization	1	LS	\$24,000.00	24,000.00	9,500.00	9,500.00
I-10	Barricades, Signs, and Traffic Handling	1	MO	\$15,000.00	15,000.00	10,000.00	10,000.00
I-11	Temporary Sedimentation Control Fence (Install)	340	LF	\$10.00	3,400.00	30.00	10,200.00
I-12	Temporary Sedimentation Control Fence (Remove)	340	LF	\$5.00	1,700.00	15.00	5,100.00
I-13	Metal Beam Guard Fence (Timber Post)	190	LF	\$45.00	8,550.00	60.00	11,400.00
I-14	Thrie Beam Metal Beam Guard Fence Transition	2	EA	\$3,000.00	6,000.00	2,000.00	4,000.00
I-15	Metal Beam Guard Fence (Short Radius)	25	LF	\$65.00	1,625.00	50.00	1,250.00
I-16	Downstream Anchor Terminal Section	3	EA	\$3,000.00	9,000.00	1,500.00	4,500.00
I-17	Metal Beam Guard Fence Transition (Non-Sym)	2	EA	\$2,500.00	5,000.00	1,200.00	2,400.00
I-18	Guardrail End Treatment (Furnish & Install)	1	EA	\$4,000.00	4,000.00	5,000.00	5,000.00
I-19	Remove Delineator and Object Marker Assembly	8	EA	\$100.00	800.00	35.00	280.00
				VALLEY LANE SUBTOTAL	240,325.00		223,130.00
Averett Road Bridge Improvements							
II-1	Construction Contingency	1	LS	\$15,000.00	15,000.00	15,000.00	15,000.00
II-2	Preparing Right-of-Way	4	STA	\$6,000.00	24,000.00	1,500.00	6,000.00
II-3	Removing 6" Stabilized Base and Asphalt	50	SY	\$150.00	7,500.00	30.00	1,500.00
II-4	Channel Excavation	70	CV	\$100.00	7,000.00	12.00	840.00
II-5	4" Furnishing and Paving Topsoil	80	SY	\$40.00	3,200.00	10.00	800.00
II-6	Broadcast Seeding (Perim) (Rural) (Clay)	80	SY	\$50.00	4,000.00	10.00	800.00
II-7	D-GR HMA(SD) Type C PG64-22	220	TON	\$210.00	46,200.00	160.00	35,200.00
II-8	Track Coat (0.1 GAL/SY)	115	GAL	\$15.00	1,725.00	6.00	690.00
II-9	Plane Asphalt Concrete Paving (0"-3")	1,140	SY	\$15.00	17,100.00	20.00	22,800.00
II-10	18" Stone Protection Riprap	280	CV	\$250.00	70,000.00	300.00	84,000.00
II-11	Mobilization	1	LS	\$24,000.00	24,000.00	8,000.00	8,000.00
II-12	Barricades, Sign, and Traffic Handling	1	MO	\$5,000.00	5,000.00	20,000.00	20,000.00
II-13	Temporary Sedimentation Control Fence (Install)	150	LF	\$20.00	3,000.00	30.00	4,500.00
II-14	Temporary Sedimentation Control Fence (Remove)	150	LF	\$10.00	1,500.00	15.00	2,250.00
II-15	Install Object Marker Assembly (OM-2)(W/C/GND)	1	EA	\$600.00	600.00	70.00	70.00
II-16	Remove Delineator and Object Marker Assembly	1	EA	\$100.00	100.00	35.00	35.00
II-17	Crack Seal (Hot - Poured Asphalt)	500	LF	\$20.00	10,000.00	20.00	10,000.00
				AVERETT ROAD SUBTOTAL	239,925.00		212,485.00
TOTAL BASE BID AMOUNT				\$	480,250.00		479,177.00

General Notes:
 Traffic Control for Valley Lane shall have one lane open to traffic at all times. Positive barrier is recommended to be in place during construction prior permanent falling install.
 Averett Road is recommended for full closure during construction.

* - Total Engineer's Base Bid Estimate includes 10% cost for contingency at \$ 43,562.

Tabulation of Alternate Offers Received

Project	Valley Lane and Averett Road Bridge Improvements				Project Number	KEN18407
Owner	City of Kennedale					
Construction Manager	Freese and Nichols, Inc					
Design Professional	Freese and Nichols, Inc					
Date	March 14, 2024	Time	2:00PM CST	Location	Kennedale City Hall Conf Room	
Name of Offeror	IBL TX		The Echo Project			
Addenda Received?	☒ Yes ☐ No	☐ Yes ☒ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
Bid Bond Attached?	☒ Yes ☐ No	☐ Yes ☒ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
Bid Amounts	180,250.00		395,000.00			
Option A						
Option B						
Option C						
Option D						
Substantial Completion Days	30		—			
Final Completion Days	60		—			

KEN18407 - Valley Lane and Averett Road Bridge Improvements

Company	Company Type	Contact Name	Contact Phone	Contact Fax	Email
Freese and Nichols, Inc.	Engineer	Construction Services	214-217-2236		jsj@freese.com
DI Structural Design and Drafting	Engineer	Dane Lucero	8177982483		Dlucero2115@yahoo.com
FREESE AND NICHOLS	Engineer	Melissa Magill	8177357283		Melissa.Magill@freese.com
Reynolds Asphalt & Construction Co.	General Contractor	Ned Tankersley	817-267-3131	817-267-7022	ntankersley@reynoldsasphalt.com
AG3 Group LLC	General Contractor	Marylizabeth Green	+5123506349		Mgreen@ag3-group.com
AG3-group LLC	General Contractor	James Morris	12102876264	(210)208-9401	jmorris@ag3-group.com
The echo Project	General Contractor	Cody Stiegiltz	3253863147		Theechoproject@outlook.com
Ed Bell Construction Company	General Contractor	Doug Teter	214-358-6581	512-684-7799	estimating@edbellconstruction.com
CDJ Construction, LLC	General Contractor	Nirvana Jackson	4695005617		nirvana.jackson@cdj-construction.com
Platinum Paving LLC	General Contractor	Jeff Mascagni	501-231-5038		jeff.mascagni@platinum-roof.com
Reyes Group Ltd	General Contractor	Marcos Reyes	214-260-3535		estimatingtexas@reyesgroup.com
308 Construction	General Contractor	Scott Heiser	940-387-4002		main@308gc.com
Horton Excavating	General Contractor	Bobby Herring	936 853-3625		b.herring@hortonexavatingllc.com
Structural Technologies	General Contractor	John Fischetti	4079193234		jfischetti@structuraltec.com
hi-tek paving	General Contractor	joe mendoza	9034531180		idoza48@gmail.com
Jrb services	General Contractor	Jake Baker	361-781-2148		jrbservices85@gmail.com
IBCTX, LLC	General Contractor	Alex Hammes	9402794200		estimating@ibctx.com
DJ Hansen Construction Corp	General Contractor	Suzanne Hansen	4356321070		hansentrucks@gmail.com
Ashlar Contracting Company	General Contractor	Larry Kennon	972 752 4000	972 752 4002	larry@ashlarx.com
Larwel Industries	Manufacturer	Stephen Dowdy	817-491-1200	817-491-0000	stephen@larwel.com
GSI Highway Products	Manufacturer	Darrell Jackson	972-619-6684		darrell@gshighway.com
Longhorn Burnt Orange Oil Supply	Manufacturer	Jimbo Jenkins	6028884652		arthurfamily2636@gmail.com
NTCR PLANROOM	Other	Linda McBride	940-498-7855		linda@amtekusa.com
Schmalz & Associates Surety Bonds	Other	Eric Schmalz	5126406444		eric@schmalzsurety.com
Virtual Builders Exchange	Plan Room	Jeannette Olguin	210-564-6900	210-564-6902	addenda@virtualbx.com
Prime Vendor Inc.	Plan Room	Bid Clerk Bid Clerk	800-746-9554	800-746-8307	govtbids@prime-vendor.com
ConstructConnect	Plan Room	Michael Stubbs	800-364-2059	866-570-8187	content@constructconnect.com
Dodge Data & Analytics	Plan Room	Dodge Bidding	817-375-2953	800-768-5594	dodge.bidding@construction.com
Construction Bid Source	Plan Room	Pearl Regis	2092928928	2097723573	pearlregis@gmail.com
RAB	SubContractor	Morgan Bell	(920) 922.3592		mbell.ringabell@gmail.com
AWP Safety	SubContractor	Robert Romano	(310) 502-5392		robert.romano@awpsafety.com
LINEAR TRAFFIC MARKINGS LLC	SubContractor	Brian Frische	817-945-2470		estimating@lineartrafficmarkings.com

Awp Safety	SubContractor	Danielle Frederickson	817-634-0044	danielle.frederickson@awpsafety.com
Woody Contractors INC.	SubContractor	Chase Woody	8176585600	chase.woody25@gmail.com
Civil Tree Solutions	SubContractor	H McMullen	(682) 600-3831	estimating@civiltreesolutions.com
TexOp Construction LP	SubContractor	Vanessa Dietzmann	9406481455	vdietzmann@texop.com
BCAC Underground	SubContractor	Ben Goodall	2144156869	BEN@BCACUNDERGROUND.COM
GJ seeding, LLC	SubContractor	Gayle Juraschek	817-426-8284	gjseeding@yahoo.com
Peachtree Construction	SubContractor	Marshall Luig	817-741-4658	mluig@peachtreecon.com
FES Solutions	Supplier	Austin Hall	2145427079	austin@fessolutions.net
Ready/FabSteel	Supplier	Estimating Department		
Superior Traffic Services	Supplier	Geoffry Dehne	4065460519	geoff@superiortrafficservices.com
RNO CONSTRUCTION	Supplier	ROLANDO ROMERO	4693943974	RNOCONSTRUCTION@ICLOUD.COM

STAFF REPORT TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: APRIL 16, 2024

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

SUBJECT

Consider the approval of an Ordinance appointing a Municipal Judge and Associate Judge, authorizing the Mayor to sign two-year contracts for each.

ORIGINATED BY

Bertha Vindel

SUMMARY

This action item has been added to the agenda in order to give the Council the opportunity to consider making appointments at this time. As required by the Charter, the attached Ordinance and associated contracts are presented so that the Council may consider the appointment of a Presiding Judge and Alternate Judge. All roles will serve a two (2) year term starting May 21, 2024.

In accordance with the Internal Revenue Service (IRS) interpretation of 'officers of the court', the contract and related Ordinance establish these Municipal Judges and Prosecutors as independent contractors. If the Council should decide to make appointments at this time, staff will finalize the appropriate contracts with the appointees' names.

Section 9.03 - Judge of the Municipal Court The City Council shall appoint a Judge who shall be known as the "Judge of the Municipal Court". The Judge shall be appointed for a two (2) year term. In order to be appointed, the Judge must be a resident of the State of Texas. The City Council shall fix the compensation for the Judge. The City Council, acting in its sound discretion, may suspend or remove the Municipal Judge at any time by a majority vote of the entire Council. The City Council shall give the Municipal Judge written notice for removal and/or suspension and give the Municipal Judge opportunity to respond. Upon written request of the Municipal Judge, the City Council shall schedule a public hearing and provide the Municipal Judge an opportunity to present a defense against any accusations made. The City Council shall not arbitrarily or capriciously suspend or remove the Municipal Judge, but its decision in such matters shall be final. If for any reason the Judge is unable to act, the City Council shall either declare the office vacant, or appoint a temporary Judge to serve until the Judge is able to act. If the office of the Judge is declared vacant, it shall be filled by appointment by the City Council in accordance with this Section. Following appointment, the Judge must meet all educational or other qualifications as prescribed by State Law. The City Council may also appoint such alternate Judges as necessary. All alternate Judges must meet the same qualifications as the Judge of the Municipal Court.

RECOMMENDATION

Approve

ATTACHMENTS

1.	2024 Agreement For Municipal Court Judges Services (1)	2024 Agreement For Municipal Court Judges Services (1).docx
2.	2024 Agreement For Alternative Municipal Court Judges Services (1)	2024 Agreement For Alternative Municipal Court Judges Services (1).docx

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

AGREEMENT FOR ALTERNATIVE MUNICIPAL COURT JUDGE SERVICES

The Parties to this Agreement for Alternate Municipal Court Judge Services are Monroe Solomon (hereinafter referred to as “Solomon”) and the City of Kennedale, Texas (hereinafter referred to as the “City”). Solomon and the City are referred to collectively herein as “the Parties.”

WHEREAS, the City desires to contract with Solomon to perform the services of an Alternate Municipal Court Judge (“Alternate Judge”); and

WHEREAS, Solomon desires to contract with the City to provide services as the Alternate Judge.

NOW THEREFORE, for the mutual covenants and considerations described herein, the Parties agree as follows:

1. **DESCRIPTION OF SERVICES.** Solomon agrees to serve as an Alternate Judge of the Municipal Court for the City, with all powers, duties, privileges, and obligations conferred by this Agreement and by law, including but not limited to, Section 9.03 of the City Charter and Chapter 30 of the Texas Government Code. Solomon shall, as needed, preside over municipal court proceedings for and on behalf of the City and to conduct services as may be required from time-to-time, including but not limited to issuance of warrants and such duties and responsibilities as are necessary and incidental to the office of the Alternate Judge. In addition to serving as needed, Solomon will attend at least one court date each year to observe proceedings in the Municipal Court.
2. **COURT FACILITIES.** The City will provide a suitable place for holding court and shall pay for all the expense of maintaining it. The City will furnish staff, supplies, and equipment sufficient for the operation of the Court.
3. **HOURS OF COURT.** The hours of the Municipal Court will be set mutually by agreement between the City and the Presiding Judge.
4. **QUALIFICATION.** Solomon declares that she is qualified to serve as Alternate Judge of the Municipal Court because she meets all requirements for holding said position outlined in Section 9.03 of the City Charter and Chapter 30 of the Texas Government Code. Solomon agrees to maintain said qualifications throughout the term of this Agreement.

5. **INDEPENDENT CONTRACTOR STATUS.** The Parties agree that Solomon is an independent contractor to the City, not an employee. This Agreement does not create any partnership, joint venture, or relationship other than an independent contractor relationship. Solomon shall not be deemed to be an employee of the City for any purpose whatsoever, and Solomon shall not be eligible to participate in any benefit program provided by the City for its employees. Solomon shall be exclusively responsible for the payment of her own taxes, withholding payments, penalties, fees, fringe benefits, contributions to insurance and pension or other deferred compensation plans, including but not limited to workers' compensation and Social Security obligations, professional fees or dues.
6. **INDEMNIFICATION.** To the extent allowed by law, the City will defend, indemnify and hold Solomon harmless from any and all claims arising out of the good faith performance of the duties and functions as the Alternate Judge of the Municipal Court.
7. **NOTICES.** Notices pursuant to this Agreement will be given in writing and sent by First Class United States Mail or Personal Delivery, addressed as follows:
- To Solomon: 4200 West Vickery Blvd. Suite #200
Fort Worth, Texas 76107
- To the City: City Secretary, City of Kennedale
405 Municipal Drive
Kennedale, TX 76060
- Each Party will have the continuing obligation to advise the other Party of any change of address.
8. **MODIFICATION.** No change or addition to this Agreement will be valid or binding upon either Party unless such change or addition be in writing and executed by both Parties.
9. **STATE LAW.** This Agreement will be construed in a manner consistent with and not in derogation of the provisions of state law governing the Alternate Judge of the Municipal Court's jurisdiction, powers, duties, obligations or statutory term of office.
10. **TERM.** Notwithstanding the date of execution hereof, the term of this Agreement will be a two-year term commencing on May 21, 2024.
11. **TERMINATION.**

- a. The City may terminate this Agreement in accordance with Section 9.03 of the City Charter or in accordance with Chapter 30 of the Texas Government Code.
- b. Solomon may terminate this Agreement by providing the City thirty (30) days prior written notice, unless the Parties agree otherwise in writing.

**SIGNED AND AGREED TO ON BEHALF OF MONROE SOLOMON ON THIS
THIS THE _____ DAY OF _____ 2024.**

MONROE SOLOMON

**SIGNED AND AGREED TO ON BEHALF OF THE CITY OF KENNEDALE ON
THIS THE _____ DAY OF _____ 2024.**

MAYOR JAN JOPLIN

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

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WHEREAS, Solomon desires to contract with the City to provide services as the Alternate Judge.

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1. **DESCRIPTION OF SERVICES.** Solomon agrees to serve as an Alternate Judge of the Municipal Court for the City, with all powers, duties, privileges, and obligations conferred by this Agreement and by law, including but not limited to, Section 9.03 of the City Charter and Chapter 30 of the Texas Government Code. Solomon shall, as needed, preside over municipal court proceedings for and on behalf of the City and to conduct services as may be required from time-to-time, including but not limited to issuance of warrants and such duties and responsibilities as are necessary and incidental to the office of the Alternate Judge. In addition to serving as needed, Solomon will attend at least one court date each year to observe proceedings in the Municipal Court.
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3. **HOURS OF COURT.** The hours of the Municipal Court will be set mutually by agreement between the City and the Presiding Judge.
4. **QUALIFICATION.** Solomon declares that she is qualified to serve as Alternate Judge of the Municipal Court because she meets all requirements for holding said position outlined in Section 9.03 of the City Charter and Chapter 30 of the Texas Government Code. Solomon agrees to maintain said qualifications throughout the term of this Agreement.

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6. **INDEMNIFICATION.** To the extent allowed by law, the City will defend, indemnify and hold Solomon harmless from any and all claims arising out of the good faith performance of the duties and functions as the Alternate Judge of the Municipal Court.
7. **NOTICES.** Notices pursuant to this Agreement will be given in writing and sent by First Class United States Mail or Personal Delivery, addressed as follows:
- To Solomon: 4200 West Vickery Blvd. Suite #200
Fort Worth, Texas 76107
- To the City: City Secretary, City of Kennedale
405 Municipal Drive
Kennedale, TX 76060
- Each Party will have the continuing obligation to advise the other Party of any change of address.
8. **MODIFICATION.** No change or addition to this Agreement will be valid or binding upon either Party unless such change or addition be in writing and executed by both Parties.
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11. **TERMINATION.**

- a. The City may terminate this Agreement in accordance with Section 9.03 of the City Charter or in accordance with Chapter 30 of the Texas Government Code.
- b. Solomon may terminate this Agreement by providing the City thirty (30) days prior written notice, unless the Parties agree otherwise in writing.

**SIGNED AND AGREED TO ON BEHALF OF MONROE SOLOMON ON THIS
THIS THE _____ DAY OF _____ 2024.**

MONROE SOLOMON

**SIGNED AND AGREED TO ON BEHALF OF THE CITY OF KENNEDALE ON
THIS THE _____ DAY OF _____ 2024.**

MAYOR JAN JOPLIN

MEETING DATE: APRIL 16, 2024

AGENDA ITEM NUMBER: PUBLIC HEARING ITEM IV.D.

SUBJECT
PUBLIC HEARINGS

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

STAFF REPORT TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: APRIL 16, 2024

AGENDA ITEM NUMBER: EXECUTIVE SESSION ITEM V.A.

SUBJECT

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

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: APRIL 16, 2024

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

SUBJECT
400 N Little School Rd Repair Estimate

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

MEETING DATE: APRIL 16, 2024

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

SUBJECT

TownCenter Development District

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

STAFF REPORT TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: APRIL 16, 2024

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

SUBJECT

Tru Hotel Agreement

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

MEETING DATE: APRIL 16, 2024

AGENDA ITEM NUMBER: EXECUTIVE SESSION ITEM V.B.

SUBJECT

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

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

STAFF REPORT TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: APRIL 16, 2024

AGENDA ITEM NUMBER: EXECUTIVE SESSION ITEM V.C.

SUBJECT

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

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

STAFF REPORT TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: APRIL 16, 2024

AGENDA ITEM NUMBER: EXECUTIVE SESSION ITEM V.D.

SUBJECT

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

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

MEETING DATE: APRIL 16, 2024

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

SUBJECT

Board appointments

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS