KENNEDALE CITY COUNCIL AGENDA

REGULAR MEETING | JUNE 18, 2024 AT 5:30 PM
CITY COUNCIL CHAMBERS | 405 MUNICIPAL DRIVE , KENNEDALE, TX 76060

I. CALL TO ORDER

A. ROLL CALL

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

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

II. PRESENTATIONS

A. Proclamation presented to Alex Sterba, Eagle Scout.

B. Proclamation presented to Coach James "Jet" Teague.

C. Proclamation presented to the Keep Kennedale Beautiful Committee by State Representative David Cook.

D. Proclamations presented to Mayor Brad Horton, Place 4 Chris Gary, and Place 5 Jeff Nevarez, by State Representative David Cook.

E. Proclamation presented to Former Mayor Jan Joplin by State Representative David Cook.

III. PUBLIC COMMENT

A. Public Comment

IV. REGULAR SESSION

A. REPORTS AND ANNOUNCEMENTS

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

1. Updates from the City of Kennedale Mayor and City Council
2. Updates from the City of Kennedale City Manager
3. 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. May 21, 2024 Regular City Council Minutes.
2. April 15, 2024 Special City Council Minutes.
3. Ordinance 763 Establishing a Records Management Program, adopting a plan to prescribe policies and procedures consistent with the Local Government Records Act, and Declaring the Office of the City Secretary as the Records Management Officer.
4. Resolution 631 authorizing membership in the Atmos Cities Steering Committee.

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

1. Resolution 632, a resolution of the City of Kennedale, authorizing publication and posting of notice of intention to issue certificates of obligation to finance the acquisition, construction, renovation and equipping of various public improvement projects (including street improvements and public safety facilities.
2. Kennedale's Supervisory Control and Data Acquisition (SCADA) System Upgrade with the City of Arlington.
3. Tarrant County 2021 Transportation Bond Program Countywide Initiative to include Kennedale Sublett Rd. improvements, Interlocal Agreement with Shield Engineering and Freese and Nichols.
4. Project update on Little School Rd. with Freese and Nichols.
5. Economic Development Incentive Agreement between the City of Kennedale, Texas, Quick Roofing, LLC and QR Purchasing. LLC.
6. TownCenter Agreement to authorize new construction.
7. Safety Improvements at Sonora Park.
8. Plugging and capping two groundwater wells located at P2 (Paluxy) 201 E. Mistletoe Drive and T4 (Trinity)-1121 Border Lane.
9. Appointment of the Mayor Pro Tem.

V. EXECUTIVE SESSION

IN ACCORDANCE WITH CHAPTER 551 OF THE TEXAS GOVERNMENT CODE. If, during the course of the meeting and discussion of any items covered by this notice, the Kennedale City Council determines that a Closed or Executive session of the Board is required, then such closed meeting will be held as authorized by Texas Government Code, Chapter 551, Section 551.071 consultation with counsel on legal matters; Section 551.072 - deliberation regarding purchase, exchange, lease or value of real property; Section 551.073 - deliberation regarding a prospective gift; Section 551.087 - deliberation regarding economic development negotiation; Section 551.089 - deliberation regarding security devices or security audits, and/or other matters as authorized under the Texas Government Code. If a Closed or Executive Session is held in accordance with the Texas Government Code as set out above, the Kennedale City Council will reconvene in Open Session in order to take action, if necessary, on the items addressed during Executive Session.

CONSULTATION WITH THE CITY ATTORNEY PURSUANT TO SECTION 551.071, TEXAS GOVERNMENT CODE.

PERSONNEL MATTERS PURSUANT TO SECTION 551.074,

TEXAS GOVERNMENT CODE.

City Board Appointments
City Manager Contract

DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS PURSUANT TO SECTION 551.087, TEXAS GOVERNMENT CODE.

Economic Development Incentive Agreement between the City of Kennedale, Texas, Quick Roofing, LLC and QR Purchasing. LLC.

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

VII. ADJOURNMENT

B Taylor
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Bobbie Jo Taylor
CITY SECRETARY

CERTIFICATION: I DO HEREBY CERTIFY THAT THE JUNE 18, 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.

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

A quorum of The Kennedale EDC, the Kennedale Planning and Zoning Commission, Board of Adjustment, Keep Kennedale Beautiful Commission, Parks and Recreation Board, Building Board of Appeals, TownCenter Development District, or Tax Increment Reinvestment District may be present. No action will be taken by the above-listed boards.

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

MEETING DATE: June 18, 2024

AGENDA ITEM NUMBER: II Presentations

SUBJECT

A. Proclamation presented to Alex Sterba Eagle Scout.
B. Proclamation presented to Coach James "Jet" Teague.
C. Proclamation presented to the Keep Kennedale Beautiful Committee by State Representative David Cook.
D. Proclamations presented to Mayor Brad Horton, Place 4 Chris Gary, and Place 5 Jeff Nevarez, by State Representative David Cook.
E. Proclamation presented to Former Mayor Jan Joplin by State Representative David Cook.

ORIGINATED BY
City Staff

SUMMARY
The following attached proclamations are to be presented by Mayor Horton. The third through fifth presentations will be presented by State Representative David Cook.

ATTACHMENTS
Alex Sterba Proclamation
Coach James “Jet” Teague Proclamation
KKB Proclamation as prepared by State Representative David Cook’s Office
Mayor Horton Proclamation
Place 4 Gary Proclamation
Place 5 Nevarez Proclamation
Former Mayor Joplin Proclamation

City of KENNEDALE Texas EST. 1887

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Proclamation

WHEREAS, ALEX STERBA has been awarded the highest rank attainable in the Boy Scouting Program of the Boy Scouts of America (BSA).; and

WHEREAS, ALEX STERBA attained this rank and is called an "*Eagle Scout* or *Eagle;* and

WHEREAS, ALEX STERBA began as a Cub Scout in 2011 before becoming a Boy Scout. Where he earned 122 merit badges, 21 of which are required to become an *"Eagle Scout or Eagle"*.; and

WHEREAS, ALEX STERBA earned his "*Eagle Scout"* through Troop #222; and

WHEREAS, it is with great pride that I congratulate Alex Sterba on attaining the prestigious rank of Eagle Scout. It takes a great deal of talent, effort, and determination to accomplish such a challenging goal and it is inspiring to see you realize it. The achievement of Eagle Scout signifies a resolute will, unwavering diligence, stanch perseverance, exceptional character, and a high moral standard of which you can be extremely proud.; and

WHEREAS, The City of Kennedale joins me in offering our congratulations.

NOW, THEREFORE, I, Brad Horton, Mayor of the City of Kennedale, on behalf of the Kennedale City Council, City Staff, and Citizens, do hereby acknowledge,

Alex Sterba
Eagle Scout

In witness thereof, I have hereunto set my hand and caused the seal of the City of Kennedale to be affixed this, the 18th day of June 2024.

____

Brad Horton, Mayor

City of
KENNEDALE
Texas
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Proclamation

WHEREAS, we are here today to pay honor to and celebrate a career of outstanding leadership and the dedicated excellence of Coach James "Jet" Teague; and

WHEREAS, Coach Teague has selflessly served the community as a coach, teacher, leader and mentor to thousands of youth; and

WHEREAS, Coach Teague began a tradition of making the Texas State High School Playoffs in Baseball. A traditions and program that continues to this day, with the Kennedale High School Wildcat Baseball having made the playoffs for 28 straight seasons; and

WHEREAS, Coach Teague at the pinnacle of his profession won the Class 3A 2011 Baseball State Championship.

WHEREAS, Coach Teague led the Kennedale Wildcats to 13 District Championships; and

WHEREAS, Coach Teague has started a legacy of excellence and leadership that will carry on through Kennedale High School for generations to come; and

WHEREAS, Perhaps the most impressive of Coach Teague's accomplishments is his ongoing legacy of serving others and his community of which the full impact can never be fully measured this side of eternity.

NOW, THEREFORE, I, Brad Horton, Mayor of the City of Kennedale, on behalf of the Kennedale City Council, City Staff, and Citizens, do hereby proclaim and present Coach James "Jet" Teague with the

Outstanding Leadership Award

In appreciation of his many years of dedicated service, devotion and commitment to the City of Kennedale Community.

In witness thereof, I have hereunto set my hand and caused the seal of the City of Kennedale to be affixed this, the 18th day of June 2024.

____
Brad Horton, Mayor

R E S O L U T I O N

WHEREAS, Keep Kennedale Beautiful has been honored as a Gold Star Affiliate for 2024 by Keep Texas Beautiful; and

WHEREAS, Each year, Keep Texas Beautiful honors affiliates that have set an outstanding example through their environmental improvement efforts; Gold Star status, the highest level of membership recognition, is awarded to those local groups that go above and beyond the established KTB standards for conservation and cleanup initiatives; and

WHEREAS, Keep Kennedale Beautiful was recognized as a Gold Star Affiliate in acknowledgement of its successful efforts to implement programs to clean up litter, reduce and recycle waste, and educate area citizens; the organization will be formally honored at the annual Keep Texas Beautiful Conference in June; and

WHEREAS, Keep Kennedale Beautiful has demonstrated an exemplary commitment to making its city an even better place to live, and its members may indeed take pride in a job well done; now, therefore, be it

RESOLVED, That Keep Kennedale Beautiful be congratulated on its selection as a Gold Star Affiliate by Keep Texas Beautiful and that all those associated with the group be extended sincere best wishes for continued success.

David L. Cook
State Representative
District 96

R E S O L U T I O N

WHEREAS, Brad Horton was elected mayor of the City of Kennedale on May 4, 2024; and

WHEREAS, In fulfilling the duties of his office, Mayor Horton will draw on a wealth of valuable experience; he is a former member of the Kennedale City Council and the Kennedale Economic Development Corporation, and he previously served on the District Education Improvement Council for the Kennedale Independent School District; moreover, he is active in the parent teacher organization at R. F. Patterson Elementary; and

WHEREAS, Mr. Horton has enjoyed a rewarding career in accounting and finance that has spanned two decades, including 14 years in federal service; his many responsibilities have included overseeing the review and publication of treasury regulations and helping to implement key tax legislation; he also established his own tax resolution practice, and he is a member of the Association of Certified Fraud Examiners; highly respected in his field, he has served as a lecturer on accounting at Brookhaven College and The University of Texas at Arlington; in addition, he is a former Kennedale ISD teacher and coach; and

WHEREAS, Among his many achievements, Mr. Horton is a three-time recipient of the IRS Excellence Award; he holds a master's degree in taxation from UT Arlington; and

WHEREAS, A committed champion of his community, Brad Horton can reflect with great pride on his contributions to its strength and prosperity as he takes on this challenging new role; now, therefore, be it

RESOLVED, That Brad Horton be congratulated on his election as mayor of the City of Kennedale and that he be extended sincere best wishes for a successful term in office.

David L. Cook
State Representative
District 96

R E S O L U T I O N

WHEREAS, Chris Gary has been elected to represent Place 4 on the Kennedale City Council, and this occasion offers an opportunity to celebrate this esteemed gentleman; and

WHEREAS, A banking industry veteran of more than 25 years, Mr. Gary possesses extensive experience in the financial sector, most notably through his focus on credit risk and government oversight; during his employment with U.S. Bank, he was twice recognized with the "Legends of Possible" award, an honor reserved for the top one percent of employees; and

WHEREAS, Mr. Gary has served on the Kennedale Board of Adjustment and Building Board of Appeals and is a regular volunteer with the Salvation Army and Mission Arlington; indeed, his history of service is a testament to his deep-rooted commitment to assisting his fellow citizens; and

WHEREAS, The people of Kennedale are truly fortunate to have Chris Gary represent them as a civic leader, and it is a pleasure to pay tribute to him and to recognize his positive contributions to his community; now, therefore, be it

RESOLVED, That Chris Gary be congratulated on his election to the Kennedale City Council and that he be extended sincere best wishes for success in this important role.

David L. Cook
State Representative
District 96

R E S O L U T I O N

WHEREAS, Jeff Nevarez was elected to represent Place 5 on the Kennedale City Council on May 6, 2023; and

WHEREAS, In fulfilling the duties of his office, Mr. Nevarez draws on a wealth of valuable experience; a resident of Kennedale since 2006, he has given generously of his time and talents through the years; he has served on the Delaney Elementary advisory committee and the City of Kennedale arts & culture and park boards, and he has directed community events such as the Diamond Jubilee Celebration, Concert in the Park, Art in the Park, and the town's Texas Independence Day Parade; in addition, he has served in leadership roles with the Kennedale Rotary Club, the Kennedale Board of Adjustment and Building Board of Appeals, the Kennedale Area Chamber of Commerce, the Friends of the Library - Kennedale, and the Kennedale Historical Society; and

WHEREAS, A native of San Antonio, Mr. Nevarez is a graduate of The University of Texas at Arlington; he is the owner of the *Kennedale News* as well as TechXperts.guru, which helps small business owners with technology; moreover, he founded the Arlington Teen Court Program and has served as a delegate for the Texas State Republican Convention; in all his endeavors, he benefits from the love and support of his wife and their four children; and

WHEREAS, Each day, public servants improve the quality of life for their fellow citizens in innumerable ways, and the efforts of Jeff Nevarez will help to make Kennedale an even better place in which to live and work; now, therefore, be it

RESOLVED, That Jeff Nevarez be congratulated on his election to the Kennedale City Council and that he be extended sincere best wishes for a successful tenure.

David L. Cook
State Representative
District 96

R E S O L U T I O N

WHEREAS, Jan Joplin has concluded her tenure as mayor of Kennedale, following seven years of service to the city; and

WHEREAS, Jan Joplin first joined the Kennedale City Council in 2017, when she was elected to represent Place 5, and she went on to become mayor in 2022; a dedicated civic leader, she worked tirelessly to address the needs and concerns of her fellow citizens; and

WHEREAS, Throughout her time in public office, Mrs. Joplin demonstrated a steadfast commitment to fiscal responsibility and transparency; early in her tenure on the city council, she played an instrumental role in reducing water bill rates for Kennedale residents; she also helped to guide a number of initiatives to reduce taxes and improve the city's infrastructure, and she supported enhancements to public safety programs, local parks, and community events; her other contributions included updating city codes and increasing communication with the public and other city officials; and

WHEREAS, Through her leadership and expertise, Jan Joplin has helped to make Kennedale an even better place in which to live and work, and she may indeed reflect with pride on her many accomplishments; now, therefore, be it

RESOLVED, That Jan Joplin be commended for her service as mayor of Kennedale and that she be extended sincere best wishes for the future.

David L. Cook
State Representative
District 96

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: JUNE 18, 2024

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

SUBJECT
REPORTS AND ANNOUNCEMENTS

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: JUNE 18, 2024

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

SUBJECT
Updates from the City of Kennedale Mayor and City Council

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

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

MEETING DATE: JUNE 18, 2024

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

SUBJECT
Updates from the City of Kennedale City Manager

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

City of KENNEDALE Texas EST. 1887 YOU'RE HERE YOUR HOME	**CITY OF KENNEDALE** **MONTHLY FINANCIAL REPORT** **Month Ended May 2024** **EXECUTIVE OVERVIEW**

TO	Mayor and Members of City Council Darrell Hull, City Manager
FROM	Jon Horton, Finance Director
DATE	June 18, 2024
SUBJECT	Monthly Financial Report for May 2024

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

Results through May represent 67% of the fiscal year.

GENERAL FUND (01)

◊ Property tax revenues received year-to-date $5,929,503; 99.1% of total budget; prior year receipts through May were 96.4% of total
◊ Sales tax revenues received year-to-date $1,116,471; 56.1% of total budget; receipts from the State are two months delayed; i.e. October sales taxes are received in December; November in January, etc.
◊ Prior year Sales Tax receipts through May were $1,066,859; 48.1% of receipts
◊ General Fund expenditures year-to-date $6,164,759 ; 60.1% of total budget
◊ Fund Balance year-to-date is $5,685,996; 199 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 $3,151,196 or 110 days of total budgeted expenditures and transfers out

WATER/SEWER FUND (10)

◊ Water service sales year-to-date $1,564,338; 54.4% of budget
◊ Sewer service sales year-to-date $1,146,718; 66.7% of budget
◊ Utility Billing and Operations expenditures year-to-date $2,725,052; 75.2% of total budget
◊ Working Capital year-to-date is $ 17,318,416; 487 days of total budgeted expenditures and transfers out; budgeted Days of Working Capital at year-end is 266 days

STORMWATER FUND (07)

◊ Drainage fees year-to-date $184,956; 68.5% of budget
◊ Stormwater Fund expenditures year-to-date $149,211; 69.2% of total budget
◊ Working Capital year-to-date is $826,020; 1,398 days of total budgeted expenditures and transfers out; budgeted Days of Working Capital at year-end is 1,399 days

EDC FUND (15)

◊ Sales tax revenues received year-to-date $371,923; 60.6% 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 May were 333,596; 54.4% of total receipts
◊ Rental fees for the Shopping Center year-to-date $220,544; 70.1% of total budget
◊ EDC Operations expenditures year-to-date $523,440; 73.3% of total budget; includes $19,969 for annual Christmas event
◊ EDC Town Shopping Center expenditures year-to-date $134,450; 39.7% of total budget
◊ Fund Balance year-to-date is $2,167,029; 556 days of total budgeted expenditures and transfers out; budgeted Fund Balance at year-end is 478 days

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

GENERAL FUND (01)									
	PRIOR YEAR FY2023				CURRENT YEAR FY2024				
Fund / Description	Actual for Year	Current Month	Year To Date	% Received/ Expended YTD	Approved Budget	Current Month	Year To Date	% Received/ Expended YTD	Remaining Budget
GENERAL FUND REVENUES									
Property Taxes	$ 5,777,979	$ 29,517	$ 5,572,090	96.4%	$ 5,980,866	$ 51,661	$ 5,929,503	99.1%	$ 51,363
Sales Taxes	2,218,382	166,303	1,066,859	48.1%	1,991,717	202,777	1,116,471	56.1%	875,246
Grants and Contributions	135,199	40,231	131,807	97.5%	-	-	-	0.0%	-
Licenses and Permits	281,185	12,653	203,730	72.5%	449,884	12,179	245,134	54.5%	204,750
Fines and Fees	232,568	22,558	136,510	58.7%	215,000	34,692	222,403	103.4%	(7,403)
Charges for Services	251,275	18,320	123,245	49.0%	225,000	32,832	196,277	87.2%	28,723
Intergovernmental	220,794	-	54,139	24.5%	165,000	6,256	40,470	24.5%	124,530
All Other Revenues	256,078	40,303	123,591	48.3%	154,999	21,689	232,788	150.2%	(77,789)
Total General Fund Revenues	**9,373,461**	**329,885**	**7,411,971**	**79.1%**	**9,182,466**	**362,086**	**7,983,045**	**86.9%**	**1,199,421**
GENERAL FUND EXPENDITURES									
City Manager - Dept 01	330,992	8,728	120,520	36.4%	366,952	35,901	222,070	60.5%	144,882
Mayor/Council - Dept 02	151,730	1,115	61,922	40.8%	187,100	23,885	128,427	68.6%	58,673
City Secretary - Dept 03	162,093	1,283	34,965	21.6%	194,147	9,016	91,087	46.9%	103,060
Municipal Court - Dept 04	181,028	13,067	102,024	56.4%	225,108	21,676	134,216	59.6%	90,892
Human Resources - Dept 05	163,243	10,877	99,909	61.2%	224,532	15,948	117,285	52.2%	107,247
Finance - Dept 07	466,574	41,732	233,705	50.1%	545,262	74,161	354,031	64.9%	191,231
Police - Dept 09	3,472,227	236,920	2,200,663	63.4%	3,606,007	289,940	2,243,858	62.2%	1,362,149
Fire - Dept 10	2,673,744	197,979	1,595,716	59.7%	2,961,998	267,680	1,774,311	59.9%	1,187,687
Community Development - Dept 12	617,476	70,126	345,866	56.0%	664,041	56,487	345,847	52.1%	318,194
Senior Citizen Center - Dept 16	48,584	1,038	26,554	54.7%	53,172	5,829	25,708	48.3%	27,464
Library - Dept 17	393,462	25,716	235,361	59.8%	501,153	46,468	275,323	54.9%	225,830
Communications - Dept 18	-	-	-	0.0%	26,100	767	2,846	10.9%	23,254
Non Departmental - Dept 90	544,203	3,239	451,240	82.9%	701,667	4,652	449,751	64.1%	251,916
Total General Fund Expenditures	**9,205,355**	**611,822**	**5,508,446**	**59.8%**	**10,257,239**	**852,410**	**6,164,759**	**60.1%**	**4,092,480**
Revenues Over (Under) Expenditures	**168,105**	**(281,937)**	**1,903,525**		**(1,074,773)**	**(490,325)**	**1,818,285**		
Transfers In	1,193,374	99,448	795,583	66.7%	1,263,732	105,311	842,488	66.7%	421,244
Transfers (Out)	(391,090)	(10,000)	(80,000)	20.5%	(188,958)	(15,747)	(125,972)	66.7%	(62,986)
Net Change in Fund Balance	**970,389**	**(192,489)**	**2,619,108**		**1**	**(400,760)**	**2,534,801**		
Beginning Fund Balance - October 1	**2,180,806**		**2,180,806**		**3,151,195**		**3,151,195**		
Ending Fund Balance - *year-to-date*	**$ 3,151,195**		**$ 4,799,914**		**$ 3,151,196**		**$ 5,685,996**		
Average Daily Annual Expenditures	**$ 26,292**				**$ 28,620**				
Days of Fund Balance	**120**		**183**		**110**		**199**		

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

UTILITY FUNDS									
	PRIOR YEAR FY2023				CURRENT YEAR FY2024				
Fund / Description	Actual for Year	Current Month	Year To Date	% Received/ Expended YTD	Approved Budget	Current Month	Year To Date	% Received/ Expended YTD	Remaining Budget
Stormwater Utility Fund (07)									
Stormwater Utility Fund Revenues	$ 315,324	$ 25,521	$ 201,442	63.9%	$ 272,850	$ 25,900	$ 205,827	75.4%	$ 67,023
Stormwater Utility Fund Expenditures	222,314	15,727	137,107	61.7%	215,655	21,463	149,211	69.2%	66,444
Revenues Over (Under) Expenditures	**93,010**	**9,794**	**64,335**		**57,195**	**4,437**	**56,616**		
Beginning Fund Balance - October 1	**676,394**		**676,394**		**769,404**		**769,404**		
Ending Fund Balance - *year-to-date*	**$ 769,404**		**$ 740,729**		**$ 826,599**		**$ 826,020**		
Average Daily Annual Expenditures	**$ 609**				**$ 591**				
Days of Fund Balance	**1263**		**1216**		**1399**		**1398**		
Water/Sewer Fund (10)									
W/S Fund Revenues and Bond Funds	$ 20,409,510	$ 380,410	$ 3,086,860	15.1%	$ 5,022,628	$ 507,377	$ 3,549,218	70.7%	$ 1,473,410
Water/Sewer Fund Expenditures									
Utility Billing - Dept 01	2,073,319	44,602	887,880	42.8%	1,450,700	343,492	1,216,837	83.9%	233,863
Operations - Dept 02	1,756,471	5,965	759,215	43.2%	2,172,320	169,811	1,508,215	69.4%	664,105
Debt Service - Dept 03	466,301	-	276,243	59.2%	295,312	-	283,012	95.8%	12,300
Capital Projects - Dept 04	-	-	28,600	100.0%	8,315,000	97,930	124,072	1.5%	8,190,928
Non Departmental - Dept 90	1,363,044	57,642	530,779	38.9%	757,450	58,326	485,867	64.1%	271,583
Total Water/Sewer Fund Expenditures	5,659,136	108,209	2,482,718	43.9%	12,990,782	669,559	3,618,003	27.9%	9,372,779
Revenues Over (Under) Expenditures	**14,750,375**	**272,201**	**604,142**		**(7,968,154)**	**(162,183)**	**(68,784)**		
Transfers In	187,525	15,617	125,017	66.7%	187,525	15,627	125,017	66.7%	62,508
Net Change in Fund Balance	**14,937,900**	**287,818**	**729,159**		**(7,780,629)**	**(146,556)**	**56,232**		
Beginning Fund Balance - October 1	**2,324,284**		**2,324,284**		**17,262,184**		**17,262,184**		
Ending Fund Balance - *year-to-date*	**$ 17,262,184**		**$ 3,053,443**		**$ 9,481,555**		**$ 17,318,416**		
Average Daily Annual Expenditures	**$ 15,504**				**$ 35,591**				
Days of Fund Balance	**1113**		**197**		**266**		**487**		
Water Impact Fee Fund (61)									
Water Impact Fund Revenues	$ 18,848	$ 447	$ 12,033	63.8%	$ 58,752	$ 314	$ 15,427	26.3%	$ 43,325
Water Impact Fund Expenditures	0	-	-	0.0%	-	-	-	0.0%	-
Revenues Over (Under) Expenditures	**18,848**	**447**	**12,033**		**58,752**	**314**	**15,427**		
Transfers (Out)	(30,000)	(2,500)	(20,000)	66.7%	(30,000)	(2,500)	(20,000)	66.7%	(10,000)
Net Change in Fund Balance	**(11,152)**	**(2,053)**	**(7,967)**		**28,752**	**(2,186)**	**(4,573)**		
Beginning Fund Balance - October 1	**109,672**		**109,672**		**98,520**		**98,520**		
Ending Fund Balance - *year-to-date*	**$ 98,520**		**$ 101,705**		**$ 127,272**		**$ 93,947**		
Sewer Impact Fee Fund (62)									
Fund 62 Sewer Impact Fund Revenues	$ 19,289	$ 643	$ 10,787	55.9%	$ 111,348	$ 413	$ 18,521	16.6%	$ 92,827
Fund 62 Sewer Impact Fund Expenditures	-	-	-	0.0%	-	-	-	0.0%	-
Revenues Over (Under) Expenditures	**19,289**	**643**	**10,787**		**111,348**	**413**	**18,521**		
Transfers (Out)	(60,000)	(5,000)	(40,000)	66.7%	(60,000)	(5,000)	(40,000)	66.7%	(20,000)
Net Change in Fund Balance	**(40,712)**	**(4,357)**	**(29,213)**		**51,348**	**(4,587)**	**(21,479)**		
Beginning Fund Balance - October 1	**184,924**		**184,924**		**144,213**		**144,213**		
Ending Fund Balance - *year-to-date*	**$ 144,213**		**$ 155,711**		**$ 195,561**		**$ 122,733**		

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

DEBT SERVICE FUND (02)									
	PRIOR YEAR FY2023				CURRENT YEAR FY2024				
Fund / Description	Actual for Year	Current Month	Year To Date	% Received/ Expended YTD	Approved Budget	Current Month	Year To Date	% Received/ Expended YTD	Remaining Budget
Debt Service Fund Revenues	$ 1,723,284	$ 9,799	$ 1,360,530	78.9%	$ 2,683,268	$ 22,334	$ 2,418,144	90.1%	$ 265,124
Debt Service Fund Expenditures	1,863,100	-	1,559,797	83.7%	2,564,324	-	2,099,252	81.9%	465,072
Revenues Over (Under) Expenditures	**(139,815)**	**9,799**	**(199,266)**		**118,944**	**22,334**	**318,892**		
Beginning Fund Balance - October 1	**838,142**		**838,142**		**698,327**		**698,327**		
Ending Fund Balance - *year-to-date*	**698,327**		**638,876**		**817,271**		**1,017,219**		

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

CAPITAL PROJECT FUNDS									
	PRIOR YEAR FY2023				CURRENT YEAR FY2024				
Fund / Description	Actual for Year	Current Month	Year To Date	% Received/ Expended YTD	Approved Budget	Current Month	Year To Date	% Received/ Expended YTD	Remaining Budget
Capital Projects Fund (04)									
Capital Projects Fund Revenues	$ 120,531	$ 922	$ 60,722	50.4%	$ 95,700	$ 24,837	$ 88,195	92.2%	$ 7,505
Capital Projects Fund Expenditures	-	-	-	0.0%	-	-	-	0.0%	-
Revenues Over (Under) Expenditures	**120,531**	**922**	**60,722**		**95,700**	**24,837**	**88,195**		
Transfers (Out)	(104,800)	-	-	0.0%	(108,055)	-	(104,475)	96.7%	(3,580)
Net Change in Fund Balance	**15,731**	**922**	**60,722**		**(12,355)**	**24,837**	**(16,280)**		
Beginning Fund Balance - October 1	**174,591**		**174,591**		**190,322**		**190,322**		
Ending Fund Balance - *year-to-date*	**$ 190,322**		**$ 235,313**		**$ 177,967**		**$ 174,042**		
Capital Bond Fund (13)									
Capital Bond Fund Revenues	$ 2,806,125	$ 431,397	$ 126,939	4.5%	$ 173,250	$ 27,741	$ 238,896	137.9%	$ (65,646)
Capital Bond Fund Expenditures	2,059,022	620,147	1,731,536	84.1%	6,768,295	560,052	887,592	13.1%	5,880,703
Revenues Over (Under) Expenditures	**747,104**	**(188,750)**	**(1,604,597)**		**(6,595,045)**	**(532,312)**	**(648,696)**		
Beginning Fund Balance - October 1	**8,057,939**		**8,057,939**		**8,805,043**		**8,805,043**		
Ending Fund Balance - *year-to-date*	**$ 8,805,043**		**$ 6,453,342**		**$ 2,209,998**		**$ 8,156,347**		
Park Dedication Fund (14)									
Park Dedication Fund Revenues	$ 36,806	$ 2,879	$ 20,346	55.3%	$ 27,000	$ 935	$ 25,908	96.0%	$ 1,092
Park Dedication Fund Expenditures	177,820	-	-	0.0%	45,000	-	301,083	669.1%	(256,083)
Revenues Over (Under) Expenditures	**(141,014)**	**2,879**	**20,346**		**(18,000)**	**935**	**(275,175)**		
Beginning Fund Balance - October 1	**699,736**		**699,736**		**558,722**		**558,722**		
Ending Fund Balance - *year-to-date*	**$ 558,722**		**$ 720,082**		**$ 540,722**		**$ 283,547**		
Library Building Fund (32)									
Library Building Fund Revenues	$ 215	$ 7	$ 143	66.4%	$ 202	$ 6	$ 215	106.2%	$ (13)
Library Building Fund Expenditures	0	-	-	0.0%	0	-	-	0.0%	0
Revenues Over (Under) Expenditures	**215**	**7**	**143**		**202**	**6**	**215**		
Beginning Fund Balance - October 1	**(1,868)**		**(1,868)**		**(1,653)**		**(1,653)**		
Ending Fund Balance - *year-to-date*	**$ (1,653)**		**$ (1,725)**		**$ (1,451)**		**$ (1,438)**		
Roadway Impact Fee Fund (45)									
Roadway Impact Fee Fund Revenues	$ 53,675	$ 1,663	$ 40,192	74.9%	$ 141,695	$ 9,401	$ 26,630	18.8%	$ 115,065
Roadway Impact Fee Fund Exp	-	-	-	0.0%	-	111,077	111,077	0.0%	(111,077)
Revenues Over (Under) Expenditures	**53,675**	**1,663**	**40,192**		**141,695**	**(101,676)**	**(84,447)**		
Transfers (Out)	(107,525)	(8,960)	(71,683)	66.7%	(107,525)	104	(71,683)	66.7%	(35,842)
Net Change in Fund Balance	**(53,850)**	**(7,297)**	**(31,492)**		**34,170**	**(101,573)**	**(156,130)**		
Beginning Fund Balance - October 1	**623,604**		**623,604**		**569,754**		**569,754**		
Ending Fund Balance - *year-to-date*	**$ 569,754**		**$ 592,112**		**$ 603,924**		**$ 413,624**		

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

SPECIAL REVENUE FUNDS

Fund / Description	PRIOR YEAR FY2023 Actual for Year	Current Month	Year To Date	% Received/ Expended YTD	CURRENT YEAR FY2024 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	$ 364	$ 1,716	2.2%	$ 72,406	$ 587	$ 6,563	9.1%	$ 65,843
TIF #1 New Hope Fund Expenditures	48,848	-	-	0.0%	378,229	9,502	91,366	0.0%	286,863
Revenues Over (Under) Expenditures	$ 30,417	**364**	$ 1,716		$ (305,823)	**(8,915)**	$ (84,803)		
Transfers In	167,883	833	6,667	4.0%	170,000	833	6,667	3.9%	163,333
Net Change in Fund Balance	**198,300**	**1,197**	**8,383**		**(135,823)**	**(8,081)**	**(78,137)**		
Beginning Fund Balance - October 1	**(21,022)**		**(21,022)**		**177,278**		**177,278**		
Ending Fund Balance - *year-to-date*	**$ 177,278**		**$ (12,639)**		**$ 41,455**		**$ 99,141**		
Hotel/Motel Tax Fund (30)									
Hotel/Motel Tax Fund Revenues	$ 38,749	$ 5,954	$ 19,741	50.9%	$ 25,000	$ 3,961	$ 14,779	59.1%	$ 10,221
Hotel/Motel Tax Fund Expenditures	13,258	7,447	7,602	57.3%	12,000	129	1,225	10.2%	10,775
Revenues Over (Under) Expenditures	**$ 25,491**	**(1,493)**	**$ 12,139**		**$ 13,000**	**3,832**	**$ 13,554**		
Beginning Fund Balance - October 1	**41,927**		**41,927**		**67,418**		**67,418**		
Ending Fund Balance - *year-to-date*	**$ 67,418**		**$ 54,066**		**$ 80,418**		**$ 80,971**		
Police Seizure Fund (31)									
Police Seizure Fund Revenues	$ 125	$ 15	$ 62	49.2%	$ 80	$ 13	$ 105	131.8%	$ (25)
Police Seizure Fund Expenditures	-	-	-	0.0%	3,810	-	-	0.0%	3,810
Revenues Over (Under) Expenditures	**$ 125**	**15**	**$ 62**		**$ (3,730)**	**13**	**$ 105**		
Beginning Fund Balance - October 1	**3,650**		**3,650**		**3,775**		**3,775**		
Ending Fund Balance - *year-to-date*	**$ 3,775**		**$ 3,712**		**$ 45**		**$ 3,880**		
LEOSE Fund (34)									
LEOSE Fund Revenues	$ 1,438	$ 3	$ 1,424	99.0%	$ 1,421	$ 14	$ 3,751	264.0%	$ (2,330)
LEOSE Fund Expenditures	1,590	-	1,590	100.0%	1,500	-	410	27.3%	1,090
Revenues Over (Under) Expenditures	**$ (152)**	**3**	**$ (166)**		**$ (79)**	**14**	**$ 3,341**		
Beginning Fund Balance - October 1	**1,002**		**1,002**		**850**		**850**		
Ending Fund Balance - *year-to-date*	**$ 850**		**$ 836**		**$ 771**		**$ 4,191**		
Disaster Recovery Fund (35)									
Disaster Recovery Fund Revenues	$ 254,371	$ 7,474	$ 31,978	12.6%	$ 1,991,000	$ 6,252	$ 52,329	2.6%	$ 1,938,671
Disaster Recovery Fund Expenditures	191,642	2,752	185,287	96.7%	2,039,300	10,348	47,761	2.3%	1,991,539
Revenues Over (Under) Expenditures	**$ 62,729**	**4,723**	**$ (153,310)**		**$ (48,300)**	**(4,095)**	**$ 4,569**		
Beginning Fund Balance - October 1	**7,300**		**7,300**		**70,029**		**70,029**		
Ending Fund Balance - *year-to-date*	**$ 70,029**		**$ (146,010)**		**$ 21,729**		**$ 74,598**		

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

OTHER FUNDS									
	PRIOR YEAR FY2023				CURRENT YEAR FY2024				
Fund / Description	Actual for Year	Current Month	Year To Date	% Received/ Expended YTD	Approved Budget	Current Month	Year To Date	% Received/ Expended YTD	Remaining Budget
Capital Replacement Fund (05)									
Capital Replacement Fund Revenues	$ 361,296	$ 12,884	$ 173,342	48.0%	$ 166,850	$ 12,186	$ 135,748	81.4%	$ 31,102
Capital Replacement Fund Expenditures	261,511	10,765	88,091	33.7%	97,103	7,481	67,729	69.7%	29,374
Revenues Over (Under) Expenditures	**99,784**	**2,118**	**85,251**		**69,747**	**4,705**	**68,019**		
Beginning Fund Balance - October 1	**(399,257)**		**(399,257)**		**(299,473)**		**(299,473)**		
Ending Fund Balance - *year-to-date*	**$ (299,473)**		**$ (314,006)**		**$ (229,726)**		**$ (231,454)**		
Court Security Fund (12)									
Court Security Fund Revenues	$ 5,398	$ 688	$ 2,383	44.1%	$ 3,850	$ 983	$ 6,189	160.7%	$ (2,339)
Court Security Fund Expenditures	5,092	4,494	4,494	0.0%	10,000	-	245	2.5%	9,755
Revenues Over (Under) Expenditures	**305**	**(3,806)**	**(2,111)**		**(6,150)**	**983**	**5,943**		
Beginning Fund Balance - October 1	**29,358**		**29,358**		**29,663**		**29,663**		
Ending Fund Balance - *year-to-date*	**$ 29,663**		**$ 27,247**		**$ 23,513**		**$ 35,607**		
Court Technology Fund (16)									
Court Technology Fund Revenues	$ 5,185	$ 554	$ 2,952	56.9%	$ 4,050	$ 766	$ 4,769	117.8%	$ (719)
Court Technology Fund Expenditures	8,828	-	-	0.0%	10,000	740	1,791	17.9%	8,209
Revenues Over (Under) Expenditures	**(3,643)**	**554**	**2,952**		**(5,950)**	**26**	**2,978**		
Beginning Fund Balance - October 1	**17,769**		**17,769**		**14,126**		**14,126**		
Ending Fund Balance - *year-to-date*	**$ 14,126**		**$ 20,721**		**$ 8,176**		**$ 17,104**		
Street Improvement Fund (17)									
Street Improvement Fund Revenues	$ 815,474	$ 58,956	$ 498,277	61.1%	$ 857,010	$ 28,573	$ 414,021	48.3%	$ 442,989
Street Improvement Fund Expenditures	847,876	61,145	479,779	56.6%	1,186,498	157,205.41	655,714	55.3%	530,784
Revenues Over (Under) Expenditures	**(32,402)**	**(2,189)**	**18,498**		**(329,488)**	**(128,632)**	**(241,693)**		
Transfers In	112,248	9,354	74,832	66.7%	191,998	16,000	127,999	66.7%	63,999
Transfers (Out)	(151,797)	(23,700)	(101,198)	66.7%	(155,235)	(12,936)	(103,490)	66.7%	(51,745)
Net Change in Fund Balance	**(71,951)**	**(16,535)**	**(7,868)**		**(292,725)**	**(125,569)**	**(217,184)**		
Beginning Fund Balance - October 1	**384,656**		**384,656**		**312,705**		**312,705**		
Ending Fund Balance - *year-to-date*	**$ 312,705**		**$ 376,788**		**$ 19,980**		**$ 95,521**		
Juvenile Case Manager Fund (18)									
Juvenile Case Manager Fund Revenues	$ 560	$ 54	$ 359	64.1%	$ 490	$ 39	$ 309	63.1%	$ 181
Juvenile Case Manager Fund Exp	-	-	-	0.0%	7,000	-	-	0.0%	7,000
Revenues Over (Under) Expenditures	**560**	**54**	**359**		**(6,510)**	**39**	**309**		
Beginning Fund Balance - October 1	**8,623**		**8,623**		**9,183**		**9,183**		
Ending Fund Balance - *year-to-date*	**$ 9,183**		**$ 8,982**		**$ 2,673**		**$ 9,492**		
Park Recovery/Donation Fund (41)									
Park Rec/Donation Fund Revenues	$ 5,336	$ 131	$ 491	9.2%	$ 5,625	$ 152	$ 35,862	637.5%	$ (30,237)
Park Rec/Donation Fund Expenditures	7,604	(1,593)	(1,349)	-17.7%	7,853	1,149	7,752	98.7%	101
Revenues Over (Under) Expenditures	**(2,268)**	**1,724**	**1,840**		**(2,228)**	**(997)**	**28,110**		
Beginning Fund Balance - October 1	**(67)**		**(67)**		**(2,335)**		**(2,335)**		
Ending Fund Balance - *year-to-date*	**$ (2,335)**		**$ 1,773**		**$ (4,563)**		**$ 25,775**		

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

OTHER FUNDS - *continued*									
	PRIOR YEAR FY2023				CURRENT YEAR FY2024				
Fund / Description	Actual for Year	Current Month	Year To Date	% Received/ Expended YTD	Approved Budget	Current Month	Year To Date	% Received/ Expended YTD	Remaining Budget
Grant Fund Fund (40)									
Grant Fund Revenues				N/A	$ 675,000	$ -	$ 44,727	6.6%	$ 630,273
Grant Fund Expenditures				N/A	675,000	1,273	545,107	80.8%	129,893
Revenues Over (Under) Expenditures	**-**	**-**	**-**		**-**	**(1,273)**	**(500,380)**		
Beginning Fund Balance - October 1	**-**		**-**		**-**		**-**		
Ending Fund Balance - *year-to-date*	**$ -**		**$ -**		**$ -**		**$ (500,380)**		
Tree Restoration Fund (83)									
Tree Restoration Fund Revenues	$ 7,429	$ 286	$ 4,219	56.8%	$ 6,550	$ 236	$ 1,964	30.0%	$ 4,586
Tree Restoration Fund Expenditures	-	-	-	0.0%	-	-	-	0.0%	-
Revenues Over (Under) Expenditures	**7,429**	**286**	**4,219**		**6,550**	**236**	**1,964**		
Beginning Fund Balance - October 1	**71,535**		**71,535**		**78,964**		**78,964**		
Ending Fund Balance - *year-to-date*	**$ 78,964**		**$ 75,754**		**$ 85,514**		**$ 80,928**		
Unclaimed Property Fund (85)									
Unclaimed Property Fund Revenues	$ 18	$ -	$ 18	100.0%	$ 20	$ -	$ -	0.0%	$ 20
Unclaimed Property Fund Expenditures	-	-	-	0.0%	-	-	-	0.0%	-
Revenues Over (Under) Expenditures	**18**	**-**	**18**		**20**	**-**	**-**		
Transfers (Out)	0	-	-	0.0%	0	-	-	0.0%	0
Net Change in Fund Balance	**18**	**-**	**18**		**20**	**-**	**-**		
Beginning Fund Balance - October 1	**316**		**316**		**334**		**334**		
Ending Fund Balance - *year-to-date*	**$ 334**		**$ 334**		**$ 354**		**$ 334**		

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

EDC FUNDS									
	PRIOR YEAR FY2023				CURRENT YEAR FY2024				
Fund / Description	Actual for Year	Current Month	Year To Date	% Received/ Expended YTD	Approved Budget	Current Month	Year To Date	% Received/ Expended YTD	Remaining Budget
EDC Fund (15)									
EDC Fund Revenues	$ 1,178,119	$ 89,015	$ 594,811	50.5%	$ 1,093,807	$ 102,207	$ 964,958	88.2%	$ 128,849
EDC Fund Expenditures									
Operations Expenditures	560,637	34,199	350,436	62.5%	714,406	40,884	523,440	73.3%	190,966
Debt Service Expenditures	301,233	5,117	282,292	93.7%	309,200	103,365	291,579	94.3%	17,621
Town Shopping Center Expenditures	73,091	2,028	50,222	68.7%	338,461	14,534	134,450	39.7%	204,011
Total EDC Fund Expenditures	934,961	41,344	682,950	73.0%	1,362,067	158,782	949,470	69.7%	412,597
Revenues Over (Under) Expenditures	**243,158**	**47,671**	**(88,139)**		**(268,260)**	**(56,575)**	**15,488**		
Transfers (Out)	(56,124)	(4,677)	(37,416)	66.7%	(61,520)	(5,127)	(41,013)	66.7%	(20,507)
Net Change in Fund Balance	**187,034**	**42,994**	**(125,555)**		**(329,780)**	**(61,702)**	**(25,525)**		
Beginning Fund Balance - October 1	**2,005,520**		**2,005,520**		**2,192,554**		**2,192,554**		
Ending Fund Balance - *year-to-date*	**$ 2,192,554**		**$ 1,879,965**		**$ 1,862,774**		**$ 2,167,029**		
Average Daily Annual Expenditures	**$ 2,715**				**$ 3,900**				
Days of Fund Balance	**807**		**692**		**478**		**556**		
EDC Bond Reserve Fund (95)									
EDC Bond Reserve Fund Revenues	$ 4,350	$ 515	$ 2,148	49.4%	$ 2,800	$ 444	$ 3,656	130.6%	$ (856)
EDC Bond Reserve Fund Expenditures	0	-	-	0.0%	0	-	-	0.0%	0
Revenues Over (Under) Expenditures	**4,350**	**515**	**2,148**		**2,800**	**444**	**3,656**		
Beginning Fund Balance - October 1	**126,575**		**126,575**		**130,925**		**130,925**		
Ending Fund Balance - *year-to-date*	**$ 130,925**		**$ 128,723**		**$ 133,725**		**$ 134,581**		

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: JUNE 18, 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.

1. May 21, 2024 Regular City Council Minutes.
2. April 15, 2024 Special City Council Minutes.
3. Ordinance 763 Establishing a Records Management Program, Adopting a plan to prescribe policies and procedures consistent with the Local Government Records Act, and Declaring the Office of the City Secretary as the Records Management Officer.
4. Resolution 631 Authorizing Membership in the Atmos Cities Steering Committee.

ORIGINATED BY
City Staff

SUMMARY
The consent agenda requires little or no deliberation. The Council may choose to remove an item from the consent agenda listing to a discussion item.

RECOMMENDATION
Approval of the consent agenda.

ATTACHMENTS
5.21.24 Minutes
4.15.24 Minutes
Ordinance 763
Resolution 631

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

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: JUNE 18, 2024

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

SUBJECT
May 21, 2024 Regular City Council Minutes

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

1.	May 21, 2024 City Council Minutes	May 21, 2024 City Council Minutes.pdf

KENNEDALE CITY COUNCIL MINUTES

REGULAR MEETING | MAY 21, 2024 AT 5:30 PM
CITY HALL COUNCIL CHAMBERS | 405 MUNICIPAL DRIVE, KENNEDALE, TX 76060

I. CALL TO ORDER

A. ROLL CALL

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

Mayor Horton, Mayor Pro Tem Michels, Place 1 Glover, Place 4 Gary, and Place 5 Nevarez were in attendance thus constituting a quorum.

The City Manager, City Secretary, department directors and various other staff were also present.

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

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

Place 5 Nevarez led the invocation. Mayor Pro Tem Michels led the Pledges to the American and Texas Flags.

Mayor Horton moved Regular Session Item A6 and Item A7 to take place prior to the Visitor and Citizen Forum.

6. Proclamation of the City of Kennedale declaring May 2024 as Building Safety Month.

Mayor Horton Presented the Community Development Department with a proclamation declaring May 2024 as Building Safety Month.

7. Presentation to honor Fire Chief James Brown upon his retirement by State Representative David Cook.

State Representative David Cook, the City of Kennedale Mayor and City Council recognized Fire Chief James Brown for his many years of service to the Fire Service and the City of Kennedale.

Mayor Horton resumed the regular order of the agenda.

II. VISITOR AND CITIZEN FORUM

No Comments were made at this time.

III. BOND ISSUANCE WORKSHOP

A. DISCUSSION WITH COUNCIL AND STAFF TO RECEIVE UPDATES ON THE STATUS OF THE ISSUANCE OF BOND PROJECTS.

1. Park and Recreation Updates

City Manager Darrell Hull asked for the council's thoughts moving forward to best utilize the funding for the future of Kennedale Parks. Mr. Hull advised that he would like to have a consultant look into an in-depth overview of the park system.

Mayor Pro Tem Michels and Place 5 Nevarez advised that they would like to see focus on a baseball or football field. The council expressed concerns relating to turf on the fields and instead relayed to the City Manager that grass would be a better option.

Place 5 Nevarez stated that he has received citizen input requesting that the city consider options for a dog park.

Place 1 Glover requested that the City Manager look into the cost of turf versus grass prior to making a final decision. Mr. Glover advised that he has concerns regarding a dog park having maintenance issues including constant muddy grounds.

Place 5 Gary also requested a cost analysis on the surface of any fields. Mr. Gary complimented staff on the current state of Sonora Park.

City Manager Hull advised that he is receiving feedback relating to seating and shading at the parks. Mr. Hull stated that he would be looking into the possibility of funding shading structures with the issuance of the bonds.

2. Public Safety Facilities - Grossman Design Build

Representatives from Grossman Design Build were in attendance and reviewed updates with the City Council regarding the Fire Station and Police Station remodels. The representatives covered the need to remove the carcinogens from the Fire Department and showed specific details for the renovations of both stations.

Acting Fire Chief Brian King advised the council that the Fire Department staff will need

to relocate during the remodel of the building. Chief King explained that apparatus would need to be stored in a climate-controlled area. Chief King stated that Southwest Ambulance has bays that could house the apparatus as needed and that the city would be able to lease the space for a year. Chief King further advised that the department is prepared to house in a 76' mobile trailer that would be moved next to Southwest Ambulance.

Andrew Friedman the city bond consultant spoke to the council via zoom. Mr. Friedman briefed the council on the process moving forward including receiving the certified tax roll on July 25th. Mr. Friedman advised that the council will sell the bonds after the tax roll is certified but prior to adoption of the tax rate. Mr. Friedman explained the lead time needed for the issuance of the bonds, including a notice of intent to sell bonds at the next regular City Council meeting.

Break: 7:07 p.m.

Return from break: 7:15 p.m.

Mayor Horton moved Regular Session Item A5 to take place prior to the Work Session.

5. Keep Kennedale Beautiful 2024 Gold Star Affiliate Recognition

Mayor Horton recognized the Keep Kennedale Beautiful Committee for becoming at 2024 Gold Star Affiliate.

Mayor Horton resumed the regular order of the agenda.

IV. WORK SESSION

A. WORK SESSION REPORTS

1. Business Occupation Licenses.

Place 5 Nevarez addressed the council with concerns relating to Home Based Business Licenses. Mr. Nevarez advised that an annual renewal process is redundant as a one-time registration of the business would be efficient.

Nathan Gonzales, Community Development Director, agreed that the ordinance is redundant. Mr. Gonzales further explained that other ordinances of the city can be used to address the occupation licenses.

City Attorney Carvan E. Atkins advised the council that it would be in the best interest of the city to review the historical records to established the reason the ordinance was enacted prior to appealing or updating the current ordinance.

2. Amendment to the Development Agreement executed between HM Real Estate Management, Ltd., Cynthia McMillian and the City of Kennedale.

City Manager Hull advised the council that the owner of the property is requesting a six-month extension of the current contract as the owner continues negotiations with a potential buyer of the property.

Mayor Horton moved Regular Session Item C4 to take place prior to Item A3.

4. Consideration of and action on approving an amendment to the Development Agreement executed between HM Real Estate Management, Ltd., Cynthia McMillian and the City of Kennedale.

Place 5 Nevarez motioned to approve an amendment to the Development Agreement executed between HM Real Estate Management, Ltd., Cynthia McMillian and the City of Kennedale.

Place 1 Glover seconded the motion.
No oppositions, No abstentions
Vote: The motion carried unanimously: 4-0

Mayor Horton resumed the regular order of the agenda.

3. Economic Development Incentive Agreement between the City of Kennedale, Texas, Quick Roofing, LLC and QR Purchasing, LLC.

Place 5 Nevarez made a motion to table an Economic Development Incentive Agreement between the City of Kennedale, Texas, Quick Roofing, LLC and QR Purchasing, LLC.

Mayor Pro Tem Michels seconded the motion.
No oppositions, No abstentions
Vote: The motion carried unanimously: 4-0

4. Interlocal Agreement for Improvements to be made to Kennedale Sublett Rd. between the City of Kennedale and Tarrant County.

Place 1 Glover made a motion to table an Interlocal Agreement for Improvements to be made to Kennedale Sublett Rd. between the City of Kennedale and Tarrant County.

Place 5 Nevarez seconded the motion.
No oppositions, No abstentions
Vote: The motion carried unanimously: 4-0

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

No discussion or requests

V. REGULAR SESSION

A. REPORTS AND ANNOUNCEMENTS

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

1. Updates from members of the Kennedale City Council

The City Council gave updates on items of public interest including the Annual Kids Fish, Bark in the Park, the BBQ Showdown, the Farmers Market and an Employee Luncheon.

2. Updates from the Mayor

Mayor Horton gave updates of public interest including an event to honor Vietnam Veterans, Dick Price Rd. maintenance, and an upcoming townhall meeting.

3. Updates from the City Manager

No updates were given at this time.

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

Finance Director Jonathan Horton reviewed city financials with the council.

5. Keep Kennedale Beautiful 2024 Gold Star Affiliate Recognition

Presented prior in the meeting.

6. Proclamation of the City of Kennedale declaring May 2024 as Building Safety Month.

Presented prior in the meeting.

7. Presentation to honor Fire Chief James Brown upon his retirement by State Representative David Cook.

Presented prior in the meeting.

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 April 16, 2024 Regular City Council Meeting

2. Approval of the minutes from the April 26, 2024, Special City Council Meeting.

3. Approval of the minutes from the May 13, 2024 Special City Council Meeting.

4. Consider a request for Final Plat for Emerald Crest Estates to create Lots 1 through 10, and Lot 1X, being Lots R1 through 5R and 6, Block 1, Amending Plat of Emerald Crest Estates, an Addition to the City of Kennedale, Tarrant County, Texas.

5. Approval of a contract for Municipal Prosecution Services.

6. Approval of Resolution 630, a Resolution of the City of Kennedale designating the City Manager as the authorized official responsible for coordination to participate in a grant, Citizens on Patrol Program Vehicle, and certifying the City of Kennedale is eligible to receive program assistance.

Mayor Horton removed Consent Agenda Item 4. Consider a request for Final Plat for Emerald Crest Estates to create Lots 1 through 10, and Lot 1X, being Lots R1 through 5R and 6, Block 1, Amending Plat of Emerald Crest Estates, an Addition to the City of Kennedale, Tarrant County, Texas, from the consent agenda.

Place 5 Nevarez motioned to approve all other consent agenda items.

Mayor Pro Tem Michels seconded the motion.
No oppositions, No abstentions
Vote: The motion carried unanimously: 4-0

C. ITEMS FOR INDIVIDUAL CONSIDERATION

4. Consider a request for Final Plat for Emerald Crest Estates to create Lots 1 through 10, and Lot 1X, being Lots R1 through 5R and 6, Block 1, Amending Plat of Emerald

Crest Estates, an Addition to the City of Kennedale, Tarrant County, Texas.

The council carried out discussion regarding the above listed item once removed from the consent agenda by Mayor Horton.

Mayor Horton requested clarification of the choices city council has when approving a plat. City Attorney Atkins advised that the city council has no discretion on approving a plat if the plat conforms to all city regulations.

Mayor Horton advised that he has concerns regarding the drainage and run-off on the property.

Community Development Director Nathan Gonzales advised that the plat has been recommended for approval by the Planning and Zoning Commission and that the plat does conform to all regulations including zoning requirements.

Place 1 Glover motioned to approve a Final Plat for Emerald Crest Estates to create Lots 1 through 10, and Lot 1X, being Lots R1 through 5R and 6, Block 1, Amending Plat of Emerald Crest Estates, an Addition to the City of Kennedale, Tarrant County, Texas.

Mayor Pro Tem Michels seconded the motion.
Place 4 Gary opposed, No abstentions
Vote: The motion carried: 3-1

Break: 8:30 p.m.

Return from break: 8:37 p.m.

1. Consideration of and action on approving a software agreement with Tyler Technologies.

Finance Director Jonathan Horton and Tyler Technologies Representative Kirk Cunningham presented the council with a software agreement in order to allow for the purchase of city software. The software will be used for Finance, Human Resources, and the Municipal Court. .

Place 1 Glover motioned to approve a software agreement with Tyler Technologies.

Place 4 Nevarez seconded the motion.
No oppositions, No abstentions
Vote: The motion carried unanimously: 4-0

2. Consideration of and action on approving a software agreement with MyGov.

Communication Director Nathan Gonzales presented the council with a software

agreement for MyGov. Mr. Gonzales explained that the purchase of the software will allow the permitting department to begin taking applications online and will be more convenient for both customers and staff. Mr. Gonzales further stated that the software would be integrated with Tyler Technologies.

Place 5 Nevarez motioned to approve software agreement with MyGov.

Place 1 Glover seconded the motion.
No oppositions, No abstentions
Vote: The motion carried unanimously: 4-0

3. Consideration of and action on approving a budget amendment for the purchase of software from Tyler Technologies and MyGov.

Finance Director Horton explained the need for the budget amendment stating that since the item was not forecasted in the current budget an amendment would need to be made prior to expending the funds. Mr. Horton advised that the city will be using funding currently budgeted for software, but is seeking additional funding in order to begin the integration of the new software.

Place 1 Glover motioned to approve a budget amendment for the purchase of software from Tyler Technologies and MyGov.

Mayor Pro Tem Michels seconded the motion.
No oppositions, No abstentions
Vote: The motion carried unanimously: 4-0

4. Consideration of and action on approving an amendment to the Development Agreement executed between HM Real Estate Management, Ltd., Cynthia McMillian and the City of Kennedale.

Considered and approved prior in the meeting.

5. Consideration of and Action on the Project Management and Inspections for the Safe Route of School (SRTS) Project.

Director of Public Works Kristian Sugrim presented to the council. Mr. Sugrim advised that the project is set to begin in mid-June and will be completed in approximately seven months.

Place 5 Nevarez motioned to approve the Project Management and Inspections for the Safe Route to School (SRTS) Project.

Place 1 Glover seconded the motion.
No oppositions, No abstentions
Vote: The motion carried unanimously: 4-0

VI. EXECUTIVE SESSION

Mayor Horton adjourned into Executive Session at 9:27 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. 400 N. Little School Rd. Repair Estimate

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

1. 205 W. Kennedale Parkway
   Chamber of Commerce Building

C. **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.

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

1. Economic Development Incentive Agreement Quick Roofing, LLC and QR Purchasing, LLC.

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

Mayor Horton reconvened back into open session at 10:47 p.m.

VIII. ADJOURNMENT

Place 5 Nevarez made a motion to adjourn the meeting.

Place 4 Gary seconded the motion.
No oppositions, No abstentions
Vote: The motion carried unanimously: 4-0

There being no further business Mayor Horton adjourned the meeting at 10:48 p.m.

APPROVED:	**ATTEST:**
______________________________	______________________________
MAYOR BRAD HORTON	*CITY SECRETARY BOBBIE JO TAYLOR*

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

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: JUNE 18, 2024

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

SUBJECT
April 15, 2024 Special City Council Minutes

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

1.	April 15, 2024 Special Meeting Minutes	April 15, 2024 Special Meeting Minutes.pdf

KENNEDALE CITY COUNCIL MINUTES

SPECIAL BUDGET WORKSHOP MEETING | APRIL 15, 2024 AT 9:00 AM
CITY HALL COUNCIL CHAMBERS | 405 MUNICIPAL DRIVE, KENNEDALE, TX 76060

I. CALL TO ORDER

A. ROLL CALL

Mayor Joplin, Mayor Pro Tem Michels, Place 1 Glover, Place 4 Griffith, and Place 4 Nevarez were present constituting a quorum.

The City Manager, Interim Deputy City Secretary, department directors and various staff were also present.

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. WORK SESSION

A. WORK SESSION REPORTS

1. Presentation by directors of budget overviews and new program requests for each department

   City Manager Darrell Hull began the budget discussion with the City Council with a brief update of city taxes, infrastructure, development and employees.

   City Staff continued updates to the council beginning with budget objectives and program requests for the Human Resource Department, Municipal Court, and Finance before taking a break at 10:12 am.

   The City Council reconvened the meeting at 10:19 a.m. at which time the council continued the budget presentation by discussing the upcoming budget of the Fire Department and the Police Department. The council recessed into a break at 1:37 p.m.

   The council reconvened into session at 1:42p.m. and held discussions with the Community Development Department, Library and Communications, and a final presentation made by Public Works.

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

None

III. EXECUTIVE SESSION

None

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

None

V. ADJOURNMENT

Place 5 Nevarez made a motion to adjourn.

Place 4 Griffith seconded the motion.
No oppositions, No abstentions.
Vote: The motion to adjourn carried unanimously: 4-0

There being no further business Mayor Joplin adjourned the meeting at 4:06 p.m.

APPROVED: **ATTEST:**

_______________________________ _______________________________

MAYOR BRAD HORTON *CITY SECRETARY BOBBIE JO TAYLOR*

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: JUNE 18, 2024

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

SUBJECT

Consideration of and Action on Ordinance 763 Establishing a Records Management Program, adopting a plan to prescribe policies and procedures consistent with the Local Government Records Act, and Declaring the Office of the City Secretary as the Records Management Officer.

ORIGINATED BY
Bobbie Jo Taylor, TRMC, CMC
City Secretary

SUMMARY

When contacting the Texas State Library and Archives Commission (TSLAC) it was discovered that we are currently not in compliance with the State concerning our Records Management Policy. Adopting this policy will bring the city into compliance and establishes TSLAC regulations for retention and destruction of records, and declares the City Sectary Office as the Records Management Office (RMO).

RECOMMENDATION

Approval

ATTACHMENTS:

1. Ordinance 762 Establishing a Records Management Program
2. SLR504 Designation of RMO SLR504
3. SLR508 Declaration of Compliance SLR508

ORDINANCE NO. 763

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KENNDALE, TEXAS, ESTABLISHING A RECORDS MANAGEMENT PROGRAM AND ADOPTING A PLAN TO PRESCRIBE POLICIES AND PROCEDURES CONSISTENT WITH THE LOCAL GOVERNMENT RECORDS ACT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The Texas Local Government Records Act (Title 6, Subtitle C, Local Government Code), provides that each local government must establish an active and continuing records management program; and the City of Kennedale desires to adopt a plan to prescribe policies and procedures consistent with the Local Government Records Act and in the interests of cost-effective and efficient recordkeeping;

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

SECTION 1.
DEFINITION OF RECORDS OF THE CITY OF KENNEDALE

All documents, papers, letters, books, maps, photographs, sound or video recordings, microfilm, magnetic tape, electronic media, or other information-recording media, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by the **Error! Reference source not found.** or any of its officers or employees pursuant to law or in the transaction of public business, are declared to be the records of the **Error! Reference source not found.** and shall be created, maintained, and disposed of in accordance with the provisions of this ordinance or procedures authorized by it and in no other manner.

SECTION 2.
RECORDS DECLARED PUBLIC PROPERTY

All records as defined in Sec. 1 of this plan are declared to be the property of the **Error! Reference source not found.**. No official or employee of the **Error! Reference source not found.** has, by virtue of his or her position, any personal or property right to such records even though he or she may have developed or compiled them. The unauthorized destruction, removal from files, or use of such records is prohibited.

SECTION 3
EARLY VOTING

It is declared to be the policy of the City of Kennedale to provide for efficient, economical, and effective controls over the creation, distribution, organization, maintenance, use, and disposition of all records of this office through a comprehensive system of integrated procedures for the management of records from their creation to their ultimate disposition, consistent with the requirements of the Local Government Records Act and accepted records management practice. This policy shall apply to all employees, agents, independent contractors, and volunteers of the City of Kennedale.

SECTION 4
RECORDS MANAGEMENT OFFICER

The City Secretary will serve as Records Management Officer for the City of Kennedale as provided by law and will develop policies and procedures to ensure that the maintenance, preservation, security, destruction, electronic storage, and other disposition of the records of this office are carried out in accordance with the requirements of the Local Government Records Act.

SECTION 5
RECORDS CONTROL SCHEDULE

Appropriate records control schedules issued by the Texas State Library and Archives Commission shall be adopted by the Records Management Officer for use in the City of Kennedale, as provided by law. The Records Management Officer shall prepare amendments to the schedules as needed to reflect new records created or received by this office, or revisions to retention periods established in a records retention schedule issued by the Commission. Any destruction of records of the City of Kennedale will be in accordance with these schedules and the Local Government Records Act.

SECTION 6
EFFECTIVE DATE

This Ordinance shall be effective immediately upon and after its passage and approval and it is so ordained.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF KENNEDALE, TEXAS, on the 18th DAY OF JUNE, 2024.

____
Brad Horton, Mayor

Attest:

____
Bobbie Jo Taylor, City Secretary

Approved as to Form and Legality:

____
Carvan Adkins, City Attorney

Form SLR 504 – Designation of Local Government Records Management Officer

For non-elected offices in Texas

SLRM STATE AND LOCAL RECORDS MANAGEMENT

Submitted pursuant to Local Government Code §203.025

Before filling out this form, ensure that the Records Management policy approved by your governing body under Local Government Code, §203.026 has designated your position as the Records Management Officer (RMO). If the position in the policy has changed, or if the policy names an individual who is no longer serving as RMO, a new policy must be filed with this form.

Records Management Officer (RMO) Contact Information:

Name of Local Government: City of Kennedale

Position/Title Designated in Policy: City Secretary

Name of Individual Designated as RMO: Bobbie Jo Taylor

Mailing Address: 405 Municipal Drive

City: Kennedale Zip Code: 76060

Business email: bjtaylor@cityofkennedale.com Phone: 817-985-2104

☒ Please subscribe me to The Texas Record for news and training information. https://www.tsl.texas.gov/slrm/blog/

RMO Signature: BJ Taylor Date: 05/31/2024

Please mail original, signed form within 30 days of RMO change to:

State and Local Records Management Division
Texas State Library and Archives Commission
P.O. Box 12927
Austin, TX 78711-2927

Access and download forms, publications and retention schedules on our website: https://www.tsl.texas.gov/slrm

For more assistance: 512-463-7610
slrminfo@tsl.texas.gov

Form SLR 508 – Declaration of Compliance

with the Records Scheduling Requirement of the Local Government Records Act

SLRM STATE AND LOCAL RECORDS MANAGEMENT

Part 1: Records Management Officer (RMO) Contact

CAUTION: Before filling out this form, make sure the records management policy approved by your governing body under Local Government Code (LGC) §203.026 designates your position as the Records Management Officer (RMO). If the position or person designated as RMO in the policy has changed, submit a new policy with this form.

RMO Name:		Local Government Name:	
Bobbie Jo Taylor		City of Kennedale	
RMO Title and Position Designated in Policy:		**Mailing Address:**	
City Secretary		405 Municipal Dr.	
Business Email Address:	**Phone Number:**	**City:**	**Zip Code:**
bjtaylor@cityofkennedale.com	817-985-2104	Kennedale	76060

☒ **Please subscribe me to The Texas Record blog for news and training information.** https://www.tsl.texas.gov/slrm/blog/

Part 2: Local Government Certification

As records management officer, I understand I shall assist in establishing and developing policies and procedures for the records management program for the local government and ensure compliance with duties of records management officer (LGC §203.023), Electronic Standards and Procedures (LGC §205.002); and Microfilming Standards and Procedures (LGC §204.002).

I hereby declare records control schedules have been prepared for all records as required by LGC §203.041(a). I certify the schedules comply with the minimum requirements established on records retention schedules issued by the Texas State Library and Archives Commission (as checked below) and no retention period on the records control schedules is less than a retention period prescribed by a state or federal law, regulation, or rule of court.

I declare this local government complies with the following retention schedules:

- ☒ Schedule GR (Records Common to All Governments)
- ☐ Schedule CC (Records of County Clerks)
- ☐ Schedule DC (Records of District Clerks)
- ☒ Schedule EL (Elections & Voter Registration Records)
- ☒ Schedule HR (Records of Public Health Agencies)
- ☐ Schedule JC (Records of Public Junior Colleges)
- ☒ Schedule LC (Justice and Municipal Courts Records)
- ☐ Schedule PS (Records of Public Safety Agencies)
- ☒ Schedule PW (Records of Public Works and Services)
- ☐ Schedule SD (Records of Public School Districts)
- ☒ Schedule TX (Records of Property Taxation)
- ☒ Schedule UT (Records of Utility Services)

RMO Signature:	Date:
B Taylor	5-31-2024

For use by Texas State Library and Archives Commission Staff Only

This Declaration of Compliance has been accepted for filing:

- ☐ pursuant to Local Gov. Code §§203.025 and 203.041(a)(2). A record appearing on a valid records control schedule may be disposed of at the expiration of its retention period without additional notice to the director and librarian as described in §202.001(a)(1), subject to the provisions of §203.041(d)
- ☐ subject to the conditions stated in the accompanying letter.

Name:	Title:	Signature:	Date:
Megan Carey	RMA Manager		

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

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: JUNE 18, 2024

AGENDA ITEM NUMBER: CONSENT AGENDA ITEM IV.B.4.

SUBJECT
Resolution 631 Authorizing Membership in the Atmos Cities Steering Committee

ORIGINATED BY

SUMMARY
ACSC is actively involved in rate cases, appeals, rulemakings, and legislative efforts impacting the rates charged by Atmos within the City. These activities will continue throughout the calendar year. It is possible that additional efforts will be necessary on new issues that arise during the year, and it is important that ACSC be able to fund its participation on behalf of its member cities. A per capita assessment has historically been used, and is a fair method for the members to bear the burdens associated with the benefits received from that membership.

RECOMMENDATION: Approval

ATTACHMENTS

1.	Atmos Resolution	Atmos Resolution.pdf

RESOLUTION NO. 631

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KENNDALE, TEXAS, AUTHORIZING MEMBERSHIP IN THE ATMOS CITIES STEERING COMMITTEE; AND AUTHORIZING THE PAYMENT OF FIVE CENTS PER CAPITA TO THE ATMOS CITIES STEERING COMMITTEE TO FUND REGULATORY AND RELATED ACTIVITIES RELATED TO ATMOS ENERGY CORPORATION

WHEREAS, the City of Kennedale is a regulatory authority under the Gas Utility Regulatory Act (GURA) and has exclusive original jurisdiction over the rates and services of Atmos Energy Corporation, Mid-Tex Division (Atmos) within the municipal boundaries of the city; and

WHEREAS, the Atmos Cities Steering Committee (ACSC) has historically intervened in Atmos rate proceedings and gas utility related rulemakings to protect the interests of municipalities and gas customers residing within municipal boundaries; and

WHEREAS, ACSC is participating in Railroad Commission dockets and projects, as well as court proceedings and legislative activities, affecting gas utility rates; and

WHEREAS, the City would like to become a member of ACSC; and

WHEREAS, in order for ACSC to continue its participation in these activities which affects the provision of gas utility service and the rates to be charged, it must assess its members for such costs; NOW THEREFORE,

BE IT RESOLOVED BY THE CITY COUNCIL OF THE CITY OF KENNEDALE, TEXAS:

SECTION 1

That the City is authorized to become a member in the Atmos Cities Steering Committee to protect the interests of the City of Kennedale and protect the interests of the customers of Atmos Energy Corporation, Mid-Tex Division residing and conducting business within the City limits.

SECTION 2

The City is further authorized to pay its 2024 assessment to the ACSC in the amount of five cents ($0.05) per capita.

SECTION 3

A copy of this Resolution and approved assessment fee payable to "*Atmos Cities Steering Committee*" shall be sent to:

Brandi Stigler
Atmos Cities Steering Committee
c/o Arlington City Attorney's Office, Mail Stop 63-0300
101 S. Mesquite St., Suite 300
Arlington, Texas 76010

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF KENNEDALE, TEXAS, on the 18th DAY OF JUNE, 2024.

____
Brad Horton, Mayor

Attest:

____
Bobbie Jo Taylor, City Secretary

Approved as to Form and Legality:

____
Carvan Adkins, City Attorney

City of Arlington, c/o Atmos Cities Steering Committee
Attn: Brandi Stigler
101 S. Mesquite St., Ste 300
MS #63-0300
Arlington, TX 76010

Invoice

Date	Invoice #
2/7/2024	24-92

Bill To
City of Kennedale

Item	Population	Per Capita	Amount
2024 Membership Assessment	9,329	0.05	466.45

Please make check payable to: Atmos Cities Steering Committee and mail to Atmos Cities Steering Committee, Attn: Brandi Stigler, Arlington City Attorney's Office, 101 S. Mesquite St., Ste 300, MS #63-0300, Arlington, Texas 76010	**Total** $466.45

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: JUNE 18, 2024

AGENDA ITEM NUMBER: INDIVIDUAL CONSIDERATION ITEM IV.C.

SUBJECT
ITEMS FOR INDIVIDUAL CONSIDERATION, DISCUSSION AND/OR ACTION

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: JUNE 18, 2024

AGENDA ITEM NUMBER: INDIVIDUAL CONSIDERATION AGENDA ITEM

SUBJECT

Consideration of and action on Resolution 632, a resolution of the City of Kennedale, authorizing publication and posting of notice of intention to issue certificates of obligation to finance the acquisition, construction, renovation and equipping of various public improvement projects (including street improvements and public safety facilities.

ORIGINATED BY
Jon Horton, CPA
Director of Finance

SUMMARY

Currently action is only required on the Certificates of Obligation. The $3MM General Obligation Bonds for park improvements does not require action at this time.

Upon approval, the resolution will authorize the City to " give notice of intention to issue certificates of obligation in amount not to exceed an aggregate of $11,000,000..." A breakdown of that cost follows:

- Fire Station remodel $6,636,662
- Fire Department Temporary Facility $300,000 (approximate)
- Police Station remodel $1,442,435
- Total anticipated cost $8,379,097

The remaining $2,620,903 will be allocated for infrastructure projects. These can include street, sidewalk, and drainage improvements per the resolution's language.

This step does not authorize the issuance of Certificates of Obligation. The vote on authorization to sell is currently scheduled to take place at the August 20th Council meeting.

RECOMMENDATION

Approve a resolution authorizing publication and posting a notice of intent to issue Certificates of Obligation.

ATTACHMENTS

Resolution authorizing publication and posting of notice of intention to issue Certificates of Obligation to finance the acquisition, construction, renovation and equipping of various public improvement projects.

RESOLUTION NO. 632

RESOLUTION AUTHORIZING PUBLICATION AND POSTING OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION TO FINANCE THE ACQUISITION, CONSTRUCTION, RENOVATION AND EQUIPPING OF VARIOUS PUBLIC IMPROVEMENT PROJECTS

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

WHEREAS, the City Council of the **CITY OF KENNEDALE, TEXAS** (the "***City***") hereby determines that it is necessary and desirable to: (i) acquire, construct and equip street, sidewalk and drainage improvements at various locations in the City, together with utility relocation and other improvements incidental thereto and (ii) acquire, construct, renovate, equip, and improve the City's public safety facilities (collectively, the "***Projects***"); and

WHEREAS, the City Council of the City intends to finance the Projects from proceeds derived from the sale of one or more series of "*Combination Tax and Revenue Certificates of Obligation*" issued by the City pursuant to Sections 271.041 - 271.064, Texas Local Government Code, as amended; and

WHEREAS, pursuant to Section 271.049, Texas Local Government Code, the City Council deems it advisable to give notice of intention to issue certificates of obligation in an amount not to exceed an aggregate of *$11,000,000* for the purpose of paying, in whole or in part, the Projects, to pay all or a portion of the legal, fiscal and engineering fees in connection with the Projects, and to pay the costs of issuance related to the certificates of obligation; and

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

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

SECTION 1. APPROVAL OF NOTICE OF INTENTION. Attached hereto as Exhibit A is a form of the "*Notice of Intention to Issue Combination Tax and Revenue Certificates of Obligation,*" the form and substance of which is hereby adopted and approved. The City Manager, City Secretary, and Director of Finance of the City are each authorized to make changes to the Notice as necessary prior to its publication and posting as described in Sections 3 and 4 below.

SECTION 2. PUBLICATION OF NOTICE OF INTENTION IN NEWSPAPER. The City Secretary shall cause the Notice to be published in substantially the form attached hereto in a newspaper, as defined by Subchapter C, Chapter 2051, Government Code, that is of general circulation in the area of the City, on the same day in each of two consecutive weeks, the date of the first publication thereof to be at least 46 days before the date tentatively set for the passage of the ordinance authorizing the issuance of such certificates of obligation as shown in the Notice.

SECTION 3. <u>POSTING OF NOTICE OF INTENTION ON CITY'S WEBSITE</u>. The City Secretary shall further cause the Notice to be posted on the City's internet website beginning at least 45 days before, and continuing through, the date tentatively set for the passage of the ordinance authorizing the issuance of such certificates of obligation as shown in the Notice.

SECTION 4. <u>INCORPORATION OF RECITALS</u>. The City Council hereby finds that the statements set forth in the recitals of this Resolution are true and correct, and the City Council hereby incorporates such recitals as a part of this Resolution.

SECTION 5. <u>EFFECTIVE DATE</u>. This Resolution shall become effective immediately upon passage.

[The remainder of this page intentionally left blank]

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF KENNEDALE, TEXAS AT A REGULAR MEETING ON JUNE 18, 2024, AT WHICH MEETING A QUORUM WAS PRESENT.

____
Mayor
City of Kennedale, Texas

Attest:

____
City Secretary
City of Kennedale, Texas

(City Seal)

EXHIBIT A

CITY OF KENNEDALE, TEXAS
NOTICE OF INTENTION TO ISSUE
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION

The City Council of the City of Kennedale, Texas (the "City") does hereby give notice of intention to issue one or more series of *City of Kennedale, Texas Combination Tax and Revenue Certificates of Obligation* (the "Certificates") in the maximum aggregate principal amount not to exceed *$11,000,000* for the purpose of paying, in whole or in part, contractual obligations to (i) acquire, construct and equip street, sidewalk and drainage improvements at various locations in the City, together with utility relocation and other improvements incidental thereto and (ii) acquire, construct, renovate, equip, and improve the City's public safety facilities (collectively, the "Projects"), and paying all or a portion of the legal, fiscal, and engineering fees in connection with the Projects and costs of issuance related to such Certificates. The City proposes to provide for the payment of such Certificates from the levy and collection of ad valorem taxes in the City as provided by law and from a lien on and pledge of "Surplus Revenues," if any, received by the City from the ownership and operation of the City's municipal waterworks and sewer system. The current principal of all currently outstanding debt obligations of the City is $26,580,000, the combined principal and interest required to pay all currently outstanding debt obligations of the City on time and in full is $36,535,916.44, the estimated combined principal and interest required to pay the proposed Certificates on time and in full is $17,397,250, the maximum interest rate for the proposed Certificates will not exceed the maximum legal interest rate, and the maximum maturity date of the proposed Certificates is February 1, 2044. The City Council proposes to authorize the issuance of such Certificates at 5:30 p.m. on Tuesday, August 20, 2024, at a Regular Meeting at the City Hall, City of Kennedale, Texas.

/s/ Brad Horton
Mayor, City of Kennedale, Texas

<u>CERTIFICATE FOR RESOLUTION</u>

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

I, the undersigned City Secretary of the **CITY OF KENNEDALE, TEXAS** (the "***City***"), hereby certify as follows:

1. The City Council of the City (the "City Council") convened in Regular Meeting on June 18, 2024, at the designated meeting place (the "Meeting"), and the roll was called of the duly constituted officers and members of the City Council, to wit:

Brad Horton, Mayor
David Glover, Councilmember, Place 1
Vacant, Councilmember, Place 2
Kenneth Michels, Councilmember, Place 3
Chris Gary, Councilmember, Place 4
Jeff Nevarez, Councilmember, Place 5

and all of the officers and members of the City Council were present, except the following absentees: ____
, thus constituting a quorum. Whereupon, among other business, the following was transacted at the Meeting: a written

RESOLUTION AUTHORIZING PUBLICATION AND POSTING OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION TO FINANCE THE ACQUISITION, CONSTRUCTION, RENOVATION, AND EQUIPPING OF VARIOUS PUBLIC IMPROVEMENT PROJECTS

(the "Resolution") was duly introduced for the consideration of the City Council. It was then duly moved and seconded that the Resolution be adopted; and, after due discussion, said motion carrying with it the adoption of the Resolution, prevailed and carried by the following vote:

AYES: ______ NOES: ______ ABSTENTIONS: ______

2. A true, full and correct copy of the Resolution adopted at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; the Resolution has been duly recorded in the City Council's minutes of the Meeting; the above and foregoing paragraph is a true, full and correct excerpt from the City Council's minutes of the Meeting pertaining to the passage of the Resolution; the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the City Council as indicated therein; each of the officers and members of the City Council was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the Meeting, and that the Resolution would be introduced and considered for passage at the Meeting, and each of the officers and members consented, in advance, to the holding of the Meeting for such purpose, and that the Meeting was open to the public and public notice of the time, place and purpose of the Meeting was given, all as required by Chapter 551, Texas Government Code.

SIGNED AND SEALED the 18th day of June, 2024.

____

City Secretary, City of Kennedale, Texas

(SEAL)

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

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: JUNE 18, 2024

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

SUBJECT:
Consider the approval of Supervisory Control and Data Acquisition (SCADA) Upgrades

ORIGINATED BY:
Kristian Sugrim

SUMMARY:
Except for two SCADA Pack replacements, there has not been any upgrades to our system since it was installed in the early 1980's. Our current Wheco system uses Windows 7, which is outdated and not supported by Microsoft. Also, if the server fails or the hard drive is corrupted, all historical data will be lost. So, it's vital that the City of Kennedale upgrade to a more current and secure system, like VT SCADA. The VT SCADA system is the current state-of-art system that will provide reliable data management and reporting. Similarly, it will provide independent security between Kennedale and Arlington's systems, and easy transitioning if the City of Arlington is no longer contracted to maintain the SCADA system.

RECOMMENDATION:
Staff recommends that the Kennedale's City Council authorize the approval of upgrading our Wheco SCADA system to the VT SCADA system, with Signature Automation for the estimated sum of Three Hundred Thirty-Eight Thousand One Hundred Ninety-Five Dollars, $338,195.00.

ATTACHMENTS:

Signature Automation

17950 Preston Road, Suite 300, Dallas, TX 75252
Phone: 469-619-1241 | Fax: 469-619-1242

March 22, 2024

Lamont Bonner
City of Arlington
1901 Lakewood Dr
Arlington, TX 76013

Subject: City of Arlington Kennedale SCADA Upgrade rev.1

Dear Lamont:

Signature Automation, LLC is pleased to provide our proposal for the City of Arlington, TX Kennedale SCADA Upgrade. More specifically, we understand the scope of services we are to provide will be separated into several improvements phases which include evaluation of the lightning protection system (LPS), evaluation of existing grounding system, Human Machine Interface (HMI) programming and Programmable Logic Controller (PLC) programming of upgraded PLCs, along with testing, commissioning, and training. The HMI utilized will be a standalone system utilizing VTScada software that do not conform to the City of Arlington HMI standards but instead merely duplicate the existing controls at the existing site. The scope of work and fee included herein details our approach to executing this project.

On behalf of Signature Automation, I would like to express my sincere appreciation for allowing us the opportunity to work with you and your staff. Thank you for considering Signature Automation for this critical assignment. Please feel free to call me at your convenience should you have any questions regarding this proposal.

Sincerely,

Kevin Patel, P.E.
Vice President
Signature Automation, LLC

cc: Rick Hidalgo, P.E. - Signature Automation

Scope of Work

This document will detail the scope as it relates to the Kennedale SCADA Upgrade. Signature Automation will provide related meetings, submittals, programming, testing, commissioning, and training for the scope defined. For the sake of the proposal, it is assumed the project will be completed in twelve months. Signature Automation's scope also includes the services listed below, as further described in this proposal.

- Coordination Meetings
- Submittals
- Programming of the PLCs
- Programming of the HMI
- O&M Manual
- Testing
- Start-up
- Training

Phase 100 – Project Management

Task 100.1 – Overall Project Management and Coordination

This task consists of clerical, accounting, coordination and supervision of the project team, and overall quality management so that the project milestones and deliverables meet schedule and budgetary constraints. To keep the City apprised of our work on the project, all invoices shall include a progress report detailing work completed during the previous reporting period; anticipated work during the next reporting period; and a list of any outstanding items that are awaiting resolution. The initial invoice will include the costs for mobilization to cover the preparatory planning, coordination, scheduling, and accounting required to initiate the work.

DELIVERABLES

- Progress Reports and Invoicing

Phase 200 – Lightning Protection and Electrical Grounding

Task 200.1 – Site Survey and Data Collection

Signature Automation will perform half-day site visit to collect data and evaluate the existing system toward design for the Lightning Protection System. The system evaluation report will be according to NFPA 780 and IEC 62305 standards. The report will describe the existing system conditions and deficiencies for each area as well as general recommendations and approximate construction cost range.

Deliverables:

- Lightning Protection System Evaluation Report

Phase 300 – SCADA Upgrades

Task 300.1 – Meetings, Project Coordination & Site Visits

Signature Automation will schedule and administer three workshops to coordinate and define the details of the work in addition to participating in up to six monthly coordination meetings to report on the progress. Where possible, these workshops will be combined based on the needs associated with the design. Signature Automation will prepare an agenda, sign-in sheet and meeting minutes for each workshop that is led by our team. Additionally, Signature Automation has budgeted time to prepare materials and presentations for each workshop. The workshops listed below will be provided.

- Control Strategies Workshop – This ½ day workshop shall be held no more than one month prior to the initial testing for the systems and shall fully define how the control descriptions are to be implemented. Signature Automation will furnish draft control strategies to workshop attendees at least one week prior to scheduled workshop date.

- Graphics Workshop – This ½ day workshop shall cover the process graphics being developed and how they will depict the process and interface to the strategies. Signature Automation will furnish draft process graphics to workshop attendees at least one week prior to scheduled workshop date.

- Reports Workshop – This ½ day workshop shall cover the process control system reports and how they will be depicted within the system. Signature Automation will furnish draft reports to workshop attendees at least one week prior to scheduled workshop date.

DELIVERABLES

- Control Strategies Workshop Meeting Minutes
- Graphics Workshop Meeting Minutes
- Reports Workshop Meeting Minutes

To assist in the coordination of efforts of the various parties, Signature Automation anticipates attendance and participation at the following meetings:

- One (1) On-Site Coordination Meeting at OWNER's facility
- Six (6) Coordination Conference Calls

Task 300.2 – Submittals

Signature Automation will provide submittals throughout the duration of the project to the ENGINEER for review and concurrence that the work is proceeding as intended. The submittals listed below will be provided.

- PLC and I/O Drawing Submittal – Signature Automation will provide the PLC and I/O Drawing submittal which will include all PLC I/O card level shop drawings for each PLC panel. Drawings will depict PLC and I/O connected.

- Detailed Control Narratives and I/O List Submittal – Signature Automation will provide the process control narratives submittal which will include all control strategies to be developed with brief description of the scope, narrative of strategy, and failure contingencies along with documentation of the I/O list including ranges, alarm setpoints, and historical data collection as an Appendix to the submittal.

- Process Graphics Submittal – Signature Automation will provide the process graphics submittal which will include all proposed graphic displays, examples of each type of popup, and examples of trends.

- Test Procedure Submittal – Signature Automation will provide a detailed test procedure to outline the approach to testing the various components of the system to validate the HMI and PLC programming as it meets the requirements.

- Controller Programs Submittal – Signature Automation will provide the controller program software logic and documentation. The intent of this is to show the logic that has been developed and fully annotated. Final controller programmer documentation will be provided once the system has been tested and commissioned.

- Historical Data Management and Reports Submittal – Signature Automation will provide the historical data management and reports submittal which will include listing of all signals to be collected and stored, listing of all reports, methods for generating and accessing reports, data backup procedures and copies of the reports.

- Software Operations and Maintenance Manuals Submittal – Signature Automation will provide the operations and maintenance manuals for the system operators. These manuals shall be bound and contain all information necessary for operations staff to operate the system.

DELIVERABLES

- PLC and I/O Drawing Submittal (1 electronic copy)
- Detailed Control Narratives and I/O List Submittal (1 electronic copy)
- Process Graphics Submittal (1 electronic copy)
- Test Procedure Submittal (1 electronic copy)
- Controller Program Submittal (1 electronic copy)
- Historical Data Management and Reports Submittal (1 electronic copy)
- Software Operations and Maintenance Manuals Submittal (2 hard copies and 1 electronic copy)

Task 300.3 – PLC Upgrade & Programming

A field assessment will be performed of existing control panel and radio communications hardware to verify field conditions. Signature Automation will procure and replace existing Kennedale PLCs for each of the following sites. However, the radio equipment should be able to be reused and will be excluded from this cost estimate. Note that this does not include any modifications or additions to the existing radio towers. The PLCs will be replaced with Schneider Electric SCADAPack 474 PLCs and 24VDC power supplies at the following sites:

- T1 – Location: 518 Crestview Dr., Kennedale, Tx 76060
- T2 Standpipe - Location: 150 N Little School Rd, Kennedale, Tx 76060
- FIU – Location: same as T2 in main building
- T3 EST and old T3 PS - Location: 500 Gail Dr, Kennedale, Tx 76060
- T3 PS – Location: same as T3 EST in new building
- FTW Vault – Location: same as T3 EST
- ~~T4 - Location: 751 Caruthers Ln, Kennedale, Tx 76060~~
- Sewer Meter - Location: 4814 Pier 9 Dr Arlington, Tx 76016

This task includes programming and configuration of the PLCs that are to be provided to replace and replicate the existing programming functionality.

Task 300.4 – HMI Programming

Signature Automation will purchase, install, and program a new VTScada installation where one standalone server and one thin client license will be provided. The Single Server Complete software bundle will include the historian, trending, reporting, I/O drivers, support, alarm notification, and version control.

Additionally, this task includes the development and configuration of the HMI database defining all associated I/O interface points between the PLC and HMI and all pseudo points required to support the user interface.

The Kennedale overview, individual storage tank and pump station site graphics along with associated popups and trend displays will be developed based on the existing Wonderware InTouch application.

Task 300.5 – Historian and Reports

Signature Automation will configure the Historian database based on information gathered during the historian and reports workshop. Signature Automation will create or modify up to two reports with details defined from the reports workshop.

Task 300.6 – System Testing and Startup

Signature Automation will conduct software testing at various stages of the system(s) to confirm the applications development activities meet the intent of the specifications. Testing will be based on a cause-and-effect approach. Signature Automation will develop test procedures to use for each test. The following tests will be conducted by Signature Automation.

- Unwitnessed Factory Test (UFT) – This test will be conducted at Signature Automation's facility and will be unwitnessed. This test will allow Signature Automation to verify the functionality, performance, and stability of the HMI and PLC programming software developed. Both normal operations and failure scenarios will be tested to ensure appropriate reactions are addressed. Signature Automation will apprise AWU and their Owner's Representative prior to this test to allow them the opportunity to witness should they wish to do so.

- System Integration Test (SIT) – This test will be conducted at the Process Control System Integrator's (PCSI's) facility and will be unwitnessed. This test will allow Signature Automation and PCSI to verify the functionality, performance, and stability of the combined hardware and software. Both normal operations and failure scenarios will be tested to ensure appropriate reactions are addressed. Signature Automation will apprise AWU and their Owner's Representative prior to this test to allow them the opportunity to witness should they wish to do so.
- Witnessed Factory Test (WFT) – This test will be conducted at the PCSI's facility and will be witnessed. Considering the control schemes shall have been tested as part of the UFT and SIT, the purpose of the WFT is to verify the I/O is mapped correctly to the signals wired on the control panels. Additionally, the system must operate continuously throughout the test without failure before the test shall be judged successful. Successful completion of this test, as determined by the Owner and/or Engineer, shall be the basis for approval of the system. In addition to a system audit, testing performed includes demonstration of operability of all hardware, network, communication failure and recovery, I/O, backup and storage, alarm and events.
- Operational Readiness Test (ORT) – This test will be conducted on site, is unwitnessed, and includes loop checks after final terminations and calibrations made before start-up. Additionally, Signature Automation will test all control strategies prior to the FDT. Upon successful completion of the ORT, Signature Automation shall submit a record copy of the test results to the Owner and Engineer and request the scheduling of the FDT. Signature Automation will provide up to ten (10) days of onsite support for the Operational Readiness Test (ORT).
- Functional Demonstration Test (FDT) – This test will be conducted on site, witnessed, and is performed to verify the system is tuned and performing as designed. A witnessed FDT shall be performed on each process area in a single testing period. Each specified function shall be demonstrated on a paragraph-by-paragraph, loop-by-loop, and site-by-site basis. Upon successful completion of the FDT, Signature Automation shall submit a record copy of the test results to the Owner and Engineer and request the scheduling of the SAT as noted in the following section. Signature Automation will provide up to ten (10) days of onsite support for the Functional Demonstration Test (FDT).
- 30-day Site Acceptance Test (SAT) – Signature Automation will be available by phone to make any corrections or address any issues during the 30-day SAT. Signature Automation will provide up to 2 days onsite and on call for 28 additional days thereafter.

At the completion of each witnessed SCADA application test, Signature Automation will provide electronic copies in PDF format of the signed off test procedures for the testing performed by Signature Automation to serve as record documents of the acceptance and approvals by the OWNER and/or ENGINEER.

DELIVERABLES

- Copies of UFT Sign Off Sheets
- Copies of SIT Sign Off Sheets
- Copies of WFT Sign Off Sheets
- Copies of ORT Sign Off Sheets
- Copies of FDT Sign Off Sheets

Task 300.7 – Classroom Based Training

Signature Automation will provide SCADA-related training specific to the PLC and HMI modifications for the project as specified in the contract specifications. Each training session includes time to prepare the manuals and presentations that will be used during the training course. The final O&M manuals delivered as part of Task 300.2 will be used as the basis for the training documentation to aid the students in familiarizing themselves with the documentation provided.

Description	Duration	Sessions	Number Attending a Session
Control System – Operator (Post-startup)	2 hours	2	8
System Reports and Historian	2 hours	1	8

Task 300.8 – Standard of Care and Support

This subtask includes miscellaneous support services for up to one year. It consists of up to 40 hours of onsite support. A trip report will be provided to the City to communicate any issues noted or discussed with others.

DELIVERABLES

- Trip Reports (Electronic copies for each trip)

Clarifications

For the purposes of developing the costs associated with this effort, Signature Automation has assumed the following:

1. **Signature Automation is not procuring any bonding for this project.**
2. **Signature Automation will not be responsible for liquidated damages.**
3. Signature Automation is not responsible for delays due to negligence, non-performance, unanticipated slippage of delivery dates caused by others.
4. Signature Automation is not responsible for problems associated with any third-party software (HMI, OIT, PLC, drivers, operating system, etc.).
5. Signature Automation will not be providing new or modifying existing radio towers.

Contingency

For the purposes of developing the costs associated with this effort, it is necessary to include contingency to cover known areas of concern at this time. Signature Automation has allowed for the following contingencies:

1. Duration of the project is assumed to be twelve months, but no schedule has been determined yet.
2. Shutdowns and cutover plans have not been released which could have a significant impact on the amount of time required for startup/ commissioning activities.

Costs and Terms

Signature Automation proposes to complete this assignment on a lump sum basis for a fee of $338,195. The fee quoted is valid for twelve months from the date of this proposal.

Signature Automation will perform the above scope of work in accordance with mutually acceptable terms and conditions. The following table is a breakdown of all tasks included in this proposal:

Overall Schedule of Values		
Task	**Description**	**Amount**
100	Project Management	
100.1	Overall Project Management and Coordination	$25,050
200	Lightning Protection and Electrical Grounding	
200.1	Site Survey and Data Collection	$11,150
300	SCADA Upgrades	
300.1	Meetings, Project Coordination & Site Visits	$9,050

Overall Schedule of Values		
Task	**Description**	**Amount**
300.2	Submittals	$38,600
300.3	PLC Upgrade & Programming	$121,300
300.4	HMI Programming	$34,450
300.5	Historian and Reports	$7,750
300.6	System Testing and Startup	$47,100
300.7	Classroom Based Training	$9,150
300.8	Standard of Care and Support	$3,850
	Estimated Professional Services:	$307,450
	Included Contingency:	$30,745
	Estimated Professional Services:	**$338,195**

Progress payments will be made on a monthly basis throughout the duration of the contract and will total the lump sum price set forth in the contract.

Kennedale SCADA Upgrades

- Separation of Kennedale and Arlington
  - Provides cyber security for both City's SCADA systems.
  - Provides easy transition to Kennedale if Arlington is no longer contracted to maintain the SCADA system.
- Trinity well site 4 (T4), will not be upgraded until the well and Ground Storage Tank (GST) are repaired. The T4 upgrade can be included in the GST rehab project.
- Kennedale's current SCADA system/hardware is outdated and no longer supported.
  - SCADA Packs that are currently in use can no longer be purchased new. The only way to procure one is to find one used on eBay which is a very high security risk and unreliable *if* they work.
  - The last two SCADA Pack replacements performed in January and February depleted the stock supply Wheco had available.
- The current server/PC is very old. It is using Window 7 which is not supported by Microsoft also for new equipment and software needed to perform maintenance and upgrades.
  - If the PC fails or the hard drive is corrupted, we will not be able to salvage the historical data.
- The communication system the SCADA is using is outdated and very unsecure.
- The current system is proprietary and sole sourced making it difficult to introduce cheaper and more efficient solutions and repairs.
- The proposed new SCADA system
  - will be current, secure, and state of the art with readily available parts.
  - will be provided with complete owner's manual for easy information/instruction for training Operators.
  - will provide a new secure and reliable historian for data management and reporting.
- Control Expert
  - Will be using Function Block Programing which is the latest and most used programming language vs Ladder Logic, an older, more complex, and no longer preferred in the industry.
- The Kennedale SCADA upgrades will significantly reduce the cost and frequency of repairs.
- VT SCADA
  - Is less expensive due to being more user friendly.
  - Easier to integrate.
  - Uses new technology to improve system security

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

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: June 18, 2024

AGENDA ITEM NUMBER: C.5.

SUBJECT: Tarrant County 2021 Transportation Bond Program Countywide Initiative to include Kennedale Sublett Rd. Improvement Interlocal Agreement with Shield Engineering and Freese and Nichols.

ORIGINATED BY:
Kristian Sugrim

SUMMARY:

On September 5, 2023, the Tarrant County Commissioners Court approved the 2021 Transportation Bond Program (2021 TBP) Countywide Initiatives and Partnership. The Kennedale Sublett Road from New Hope Road to N. Little School Road was one of the approved projects for partial funding on a reimbursement basis. Back in 2021, Shield Engineering was involved with the City and conducted an alignment study for this project; the most favorable project alignment is attached.

Based on the attached draft ILA, Tarrant County will reimburse the City of Kennedale $4,817,305, with the City being responsible for the remaining $5,182,695 of the estimated construction cost of $10,000,000. On page 6, under CERTIFICATION, is the amount of County reimbursement which may be requested by September 30, 2024. It is currently shown a $0.00, but this amount can change depending on the status of the project. Similarly, Section III, page 2, TERM, requires a schedule (design through construction), and Section V, page 3, REIMBURSEMENT, requires the City to provide the anticipated costs for these items.

RECOMMENDATION:

Based on the aforementioned, staff recommends that the City Council formulate an action plan to meet the County's ILA deadline. Also, based on the City's financial constraints, staff suggest that the project be constructed in phases.

ATTACHMENTS:

Interlocal Agreement Draft
Kennedale-Sublett Rd. Realignment Map

STATE OF TEXTAS § **Interlocal Agreement for**
§ **Kennedale Sublett Road Improvements**
COUNTY OF TARRANT §

This interlocal agreement (ILA) is entered into between Tarrant County, Texas, hereinafter referred to as the “COUNTY”, and the City of Kennedale, hereinafter referred to as the “CITY”, and collectively referred to as the “parties”, for the purpose of providing funding through the Tarrant County 2021 Transportation Bond Program (2021 TBP) to a needed transportation project within the boundaries of both parties which the Commissioners Court of the COUNTY and the governing body of the CITY find serves a public purpose and promotes the public welfare of the citizens of Tarrant County.

The COUNTY and the CITY make the following findings of fact:

1. This ILA is made pursuant to Chapter 791 of the Texas Government Code and the Tarrant County 2021 Transportation Bond Program Policy, as amended;

2. To the extent necessary, the parties will use current revenues to pay obligations in this ILA;

3. The project benefits the public in that it is a needed transportation project;

4. The COUNTY and the CITY each has the legal authority to perform its obligations in this ILA;

5. The division of costs provided in this ILA constitute adequate consideration to each party; and

6. Both parties acknowledge they are each a “governmental entity” and not a “business entity” as those terms are defined in Texas Government Code Section 2252.908, and therefore, no disclosure of interested parties is required.

I.
PROJECT DESCRIPTION

This project, hereinafter referred to as the “Project”, will consist of the construction (or reconstruction) of Kennedale Sublett Road from New Hope Road to N. Little School Road. The 0.9 mile section of roadway will be realigned and widened to a 29 feet wide neighborhood connector including sidewalk, curb and gutter, underground drainage, modification to Mansfield Cardinal Road, and a roundabout to improve traffic efficiency and mobility.

II.
SCOPE OF SERVICES PROVIDED BY CITY

The services to be provided by the CITY shall include, but are not limited to, the following:

A. All total project costs including construction, right of way acquisition, utility relocation, engineering, schematics, planning, surveying, and governmental approval costs (collectively referred to as "Costs");

B. Following project completion, the CITY will provide the overall total project cost summary with final cost share between funding partners;

C. Construction agreement administration, site review, permitting, and inspection;

D. The CITY agrees to facilitate the efficient operations of the Project through ongoing transportation system maintenance efforts, including signal timing optimization as applicable;

E. Interagency coordination, including CITY notification to the North Central Texas Council of Government (NCTCOG) and the COUNTY of any amendments or modifications to NCTCOG's Transportation Improvement Program (TIP);

F. A detailed project schedule documenting the percent complete for each major component of the Project shall be provided to the COUNTY with every reimbursement request;

G. The CITY agrees to invite the COUNTY to any project groundbreaking or ribbon cutting events; and

H. The CITY will include the following language on all public notices, web pages, and on-site signage related to the Project:

"This project is funded by the City of Kennedale and the Tarrant County Commissioners Court through the Tarrant County 2021 Transportation Bond Program."

III.
TERM

This ILA shall become effective upon the approval of both parties and shall terminate on September 30, 202____, unless terminated as described in Section XII in this ILA or extended in writing and approved by both parties.

IV.
FISCAL FUNDING ACKNOWLEDGEMENT

Tarrant County bond funds will be encumbered on a fiscal year basis in accordance with the Certification of Available Funds shown herein. In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal period for payments due under this ILA, then the affected party will immediately notify the other party of such occurrence and this ILA may be terminated on the last day of the fiscal period for which appropriations were received without penalty or expense to the affected party of any kind whatsoever, except to the portions of annual payments herein agreed upon for which funds shall have been appropriated.

V.
REIMBURSEMENT PROCESS

The COUNTY agrees to reimburse the CITY for 50% of the actual eligible PROJECT costs in an amount not to exceed $4,817,305.00. Any reimbursement request from the CITY should include: 1) a copy of the invoice or billing for design services, right-of-way acquisition purchase, and construction; and 2) a copy of the check, a certification letter, or other documentation to verify the CITY's proof of payment. The final reimbursement payment to the CITY will be contingent upon the City Manager or Mayor providing written notification to the COUNTY that the project is complete along with identification of final project costs. COUNTY bond funds for the Project are allocated as follows:

County Payment by Phase*

Design:	$0.00
ROW Acquisition:	$0.00
Construction:	$0.00
TOTAL:	$4,817,305.00

TBP Funding Category: 2021 Countywide Initiatives and Partnerships

* *Reimbursement payments will be issued by the COUNTY for eligible expenses incurred during the Fiscal Year for which bond funds are certified by the Tarrant County Auditor.*

The CITY understands that the CITY will be responsible for cost overruns and any other expenses incurred by the CITY in performing the services described herein. The CITY agrees that the COUNTY retains control over when reimbursement payments will be disbursed to the CITY.

VI.
AGENCY-INDEPENDENT CONTRACTOR

Neither the COUNTY nor any employee thereof is an agent of the CITY, and neither the CITY nor any employee thereof is an agent of the COUNTY. This ILA does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege or other amenities of employment by the other party.

The COUNTY will have no right to control the manner or means of construction of the CITY's contractor for this PROJECT.

VII.
ASSIGNMENT

Neither party may assign, in whole nor in part, any interest it may have in this ILA without the prior written consent of the other party.

VIII.
THIRD-PARTY BENEFICIARY EXCLUDED

No person other than a party to this ILA may bring a cause of action pursuant to this ILA as a third-party beneficiary. This ILA may not be interpreted to waive the sovereign or governmental immunity of any party to this ILA to the extent such party may have immunity under Texas law.

IX.
AUDIT OF RECORDS

The CITY's records regarding this PROJECT shall be subject to audit by the COUNTY during the term of this ILA and for five years after the completion of the PROJECT.

X.
ENTIRE AGREEMENT

This ILA represents the entire understanding of and between the parties and superseded all prior representations. This ILA may not be varied orally but must be amended by written document of subsequent date duly executed by these parties.

XI.
VENUE

This ILA shall be governed by the laws of the State of Texas and venue for any action under this ILA shall be in the district courts of Tarrant County, Texas.

XII.
TERMINATION

Until funded by the COUNTY as described in Section V, this ILA may be terminated by either party by providing written notice to the other party at least thirty (30) days prior to the intended date of termination. Such notice shall be deemed given when personally delivered or mailed by certified or registered mail (with return-receipt and postage prepaid) and addressed to:

COUNTY:
County Administrator
Tarrant County
100 E. Weatherford Street, Ste. 404
Fort Worth, Texas 76196

CITY:
Mayor or City Manager
City of Kennedale
405 Municipal Drive
Kennedale, TX 76060

XIII.
SOVEREIGN POWERS

The COUNTY and the CITY agree and understand neither Party waives nor surrenders any of its governmental powers by execution of this ILA.

XIV.
COMPLIANCE WITH LAWS

In providing services required by this Agreement, CITY and any contractors the CITY engages to perform these services must observe and comply with all applicable federal, state and local statutes, ordinances, rules and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. CITY shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

APPROVED on this day the _____ day of _______________, 2024, by Tarrant County.

Commissioners Court Order No. _______________.

TARRANT COUNTY, TEXAS	**CITY OF FORT WORTH**
______________________________	______________________________
Tim O'Hare, County Judge	Jan Joplin, Mayor

APPROVED AS TO FORM:

______________________________	______________________________
Criminal District Attorney's Office*	City Attorney
	______________________________
	City Secretary (If applicable)

* By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

CERTIFICATION OF AVAILABLE FUNDS IN THE AMOUNT OF:

$________________________ as follows:

Fiscal year ending September 30, 2024: $0.00 2021 TBP Countywide Initiatives and Partnerships – Pct 2

____
Auditor's Office

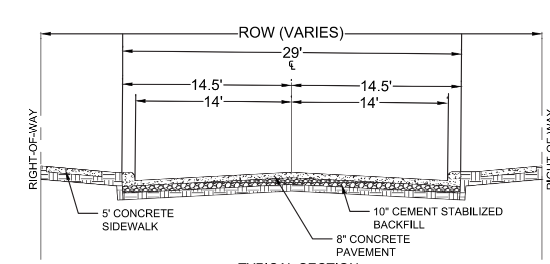

Table 2-2: Other State Highways Connection Spacing Criteria

Other State Highways Minimum Connection Spacing (1)(2)(3)	
Posted Speed (mph)	Distance (ft)
≤ 30	200
35	250
40	305
45	360
≥ 50	425

(1) Distances are for passenger cars on level grade. These distances may be adjusted for downgrades and/or significant truck traffic. Where present or projected traffic operations indicate specific needs, consideration may be given to intersection sight distance and operational gap acceptance measurement adjustments.
(2) When these values are not attainable, refer to the variance process as described in Chapter 2, Section 5.
(3) Access spacing values shown in this table do not apply to rural highways outside of metropolitan planning organization boundaries where there is little, if any, potential for development with current ADT levels below 2000. Access connection spacing below the values shown in this table may be approved based on safety and operational considerations as determined by TxDOT.

Thoroughfare Type	Parkway	Multiway Parkway Main Lanes / Access Lanes	Boulevard	Avenue	Street	Rural Road
Number of through lanes	4	4 / 2	4	2 to 4	2	2
Desired Operating Speed (mph)	40-45	40-45 / 30-35	35-40	30-35	25-30	35-40
Median	16'-18'	17'-18' / 6'-8'	12'-18'	4'-16' (optional)	—	—
Driveway Access	Limited	From access lanes	Limited	Yes	Yes	Yes
Curb Parking	No	Yes (access lane)	Optional	Yes	Yes (not delineated)	No
Pedestrian Facilities[1] (clear through-way)	5'	5'-10' (access lanes)	5'-10'	5'-10'	5'-8'	5'
Bicycle Facilities[2]	SP or SH	BL or SL	BL or BBL	BL or SL	SL	SL or SH
Streetside Width[3]	18'-25'	15'-20'	18'-22'	15'-20'	10'-16'	25'-30'
Required ROW Width	100'-150'	120'-160'	100'-130'	60'-110'	50'-70'	80'-100'
Lane Width (F-F)	11'	11'	11'	10'/14'	16'	11'
Min CL Curve Radius	800'	800'/500'	500'	500'	200'	500'
Min Reverse Curve Tangent Length	200'	200'/100'	100'	100'	50'	100'
Min Subgrade Compacted Thickness[4]	8"	8"	8"	6"	6"	6"
Min Curb Return Radius	50'	50'	30'	30'	20'	20'

NOTES:
1. Proposed widths of pedestrian facilities should be applied to both sides of the street.
2. SP - Side Path SH - Shoulder BL - Bike Lane SL - Shared Lane BBL - Buffered Bike Lane
3. Streetside Width refers to the area between the street and the building. It includes the edge, furnishings/planting strip, clear throughway, and frontage zones.
4. All streets require use of chemical additives to stabilize the subgrade.



TYPICAL SECTION
NTS

LEGEND

PROPOSED CONC	
PROPOSED ABANDON RIGHT-OF-WAY	
PROPOSED PUBLIC ACCESS EASEMENT	
PROPOSED 50' RIGHT-OF-WAY	
PROPOSED STORM	

SHIELD
ENGINEERING GROUP
TBPE FIRM #F-11039 · TBPLS FIRM #10193890

N

0 150 300 450
GRAPHIC SCALE IN FEET

CITY OF KENNEDALE, TEXAS
TRANSPORTATION

KENNEDALE-SUBLETT ROAD REALIGNMENT

KENNEDALE-SUBLETT REALIGNMENT CONCEPT PLAN

DESIGNED: CSW	SCALE:	DATE:	SHEET:
DRAWN: CSD	1" = 150'	APR 2021	1 OF 1

KENNEDALE-SUBLETT REALIGNMENT CONCEPT PLAN

2021/04/08 CDAVIS L:\JOBS\2020048.01 KENNEDALE SUBLETT ROAD REALIGNMENT\EXHIBITS\20210319 KENNEDALE SUBLETT ROAD EXHIBIT SKEW.DWG

City of KENNEDALE Texas EST. 1887

YOU'RE HERE YOUR HOME

STAFF REPORT

TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: JUNE 18, 2024

AGENDA ITEM NUMBER: REGULAR SESSION ITEM IV.C.4.

SUBJECT
Project update on Little School Rd. with Freese and Nichols.

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: JUNE 18, 2024

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

SUBJECT
Economic Development Incentive Agreement between the City of Kennedale, Texas, Quick Roofing, LLC and QR Purchasing. LLC.

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

1.	Kennedale Chapter 380 with Quick Roofing Purchasing	Kennedale Chapter 380 with Quick Roofing Purchasing.pdf

STATE OF TEXAS	§	
	§	**ECONOMIC DEVELOPMENT INCENTIVE**
	§	**AGREEMENT**
COUNTY OF TARRANT	§	

This Economic Development Incentive Agreement (this "Agreement"), is made by and among the City of Kennedale, Texas (the "City"), "Quick Roofing, LLC ("Owner"), and QR Purchasing, LLC, both Delaware limited liability companies (the "Company"), all acting by and through their respective authorized officers and representatives.

WITNESSETH:

WHEREAS, the Company is engaged in the business of purchasing and reselling building materials; and

WHEREAS, the Company has advised the City that a contributing factor that would induce the Company to relocate its purchasing and reselling activities to the City and that would generate local sales tax revenue for the City, would be an agreement by the City to provide an economic development grant to the Company; and

WHEREAS, the Company is a wholly owned subsidiary of the Owner; and

WHEREAS, the City desires to attract new retail business to the City that will generate additional sales tax revenue for the City; and

WHEREAS, the attraction of new retail business to the City will promote economic development, stimulate commercial activity, generate additional sales tax. and enhance the tax base and economic vitality of the City; and

WHEREAS, the City has adopted programs for promoting economic development; and

WHEREAS, the City is authorized by Article III, Section 52-a of the Texas Constitution, TEX. LOC. GOV'T CODE §380.001 and the Development Corporation Act of 1979, Article 5190.6 of the TEX. REV. CIV. STAT. to provide economic development grants to promote local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, the City has determined that making an economic development grant to the Company in accordance with the terms and conditions set forth in this Agreement will further the objectives of the City, benefit the City and the City's inhabitants, and promote local economic development and stimulate business and commercial activity in the City.

NOW THEREFORE, in consideration of the foregoing and the premises, mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby covenant and agree as follows:

ARTICLE I
DEFINITIONS

Section 1.01. For purposes of this Agreement, each of the following terms shall have the meaning set forth herein unless the context clearly indicates otherwise:

"City Sales Tax" shall mean the local sales and use tax imposed by the City pursuant to Chapter 321 of the Texas Tax Code (or any successor statute) attributable to the general fund during each year in the Term. The City Sales Tax is currently set at a rate of one percent (1%). Should the Legislature or the voters ever change that amount, if lowered, City Sales Tax shall be the lower rate; and if raised, City Sales Tax shall mean a rate no higher than one percent (1%).

"Commencement Date" shall mean October 1, 2024.

"Effective Date" shall mean the last date on which all of the parties hereto have executed this Agreement.

"Grant" shall mean periodic payments to the Company from lawfully available funds, in the amount set forth in Section 3.01.

"Impositions" shall mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary, and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on the Company or the Owner, the Retail Center, or any property or any business owned by the Company or the Owner within the City.

"Retail Center" shall mean the Company's office at 605 Power Drive, Kennedale, Texas 76060 at which the Company operates a business of purchasing and reselling building materials, which includes sales, consummated in the City, of Taxable Items.

"Sales Tax Certificate" shall mean the certificate or other statement in a form reasonably acceptable to the City setting forth the Retailer's collection of Sales and Use Tax received by the City from the State of Texas for the sale of Taxable Items by the Retailer at the Retail Center and consummated in the City for the applicable Grant Period which are to be used to determine Retailer's eligibility for a Grant, together with such supporting documentation required herein, and as the City may reasonably request.

"Sales Tax Receipts" shall mean the City's receipts from the State from the collection of the City Sales Tax attributable to the Company's collection of sales and use tax during the Term as a result of sales of Taxable Items by the Company at the Retail Center. The parties expressly acknowledge and agree that the sales and use tax receipts are being used only as a measurement for the City's payment of Grants through the use of general funds.

"State" shall mean the State of Texas and all taxing authorities thereof, including, without limitation, the Comptroller of Public Accounts of the State of Texas.

"Taxable Items" shall have the same meaning assigned by Section 151.010 of the Texas Tax Code, as amended.

ARTICLE II
TERM

Section 2.01. Term. The initial term of this Agreement shall begin on the Commencement Date and continue until the tenth anniversary date of the Commencement Date, unless sooner terminated as provided herein. Thereafter, the term of this Agreement shall automatically renew for one (1) successive term of ten (10) years unless any party gives written notice to the other party at least ninety (90) days prior to the expiration of the current term. Any reference to the "Term" of this Agreement shall include the initial term and any renewal term, but shall mean the actual term during which this Agreement is in effect.

ARTICLE III
ECONOMIC DEVELOPMENT GRANT

Section 3.01. Grant. During the Term, subject to the Owner and the Company's continued satisfaction of all of its obligations under the terms and conditions of this Agreement, the City agrees to provide the Company with an economic development grant from lawfully available funds, payable as provided herein, in an amount equal to eighty-five percent (85.0%) of the Sales Tax Receipts for each month during the Term (each, a "Grant" and, collectively, the "Grants").

Section 3.02. Grant Funds. The City shall not be required to pay any Grant until such time as the City has received Sales Tax Receipts from the State relating to the month for which such Grant payment is due and until such time as the City has received a Sales Tax Certificate filed by the Company related to the Grant Period as identified in Section 4.03.

Section 3.03. Grant Payment. The City shall, within thirty (30) days after the later to occur of: (i) receipt by the City of Sales Tax Receipts from the State, and (ii) receipt of the Sales Tax Certificate information issued by the Company to the City, pay to the Company, or as directed by the Company, a Grant in an amount equal to eighty-five percent (85.0%) of the Sales Tax Receipts for such month.

Section 3.04. Amended Returns. In the event the Company files an amended sales and use tax return or report, or if additional sales and use tax is due and owing by the Company to the State, and, as a result, Sales Tax Receipts for a previous calendar month are increased, then the Grant payment due from the City shall be increased accordingly for the calendar month immediately following the City receiving Sales Tax Receipts from the State attributable to such increase. This Section 3.04 shall survive the termination of this Agreement.

Section 3.05. Refunds. In the event the State determines that the City erroneously received Sales Tax Receipts, or that the amount of sales and use tax paid to the City exceeds the correct amount of sales and use tax owed to the City, and, as a result, a previous Grant paid to the Company exceeded the amount actually due to the Company (calculated based on the State's determination) any such excess amount being referred to herein as an "Excess Grant", then the Company or the Owner shall, within thirty (30) days after receipt of a written notice from the City specifying the amount of the Excess Grant, repay the amount of the Excess Grant to the City. In the alternative, at the City's sole discretion, the parties may agree in writing, in lieu of repaying the amount of the Excess Grant to the City, to reduce the amount of the Grant payment for the month immediately following the Company's receipt of the City's written notice of the Excess Grant by the amount of the Excess Grant. In such case, the City shall deliver a written notice to the Company and the Owner acknowledging the amount of the Excess Grant that has been deducted from any Grant payment. As a condition precedent to the Company and the Owner's obligation to refund the amount of an Excess Grant to the City or authorize the City to reduce the Grant payment, the Company shall have received a copy of the State's written determination, if any, or such other evidence to substantiate the amount of the Excess Grant as is acceptable to the Company in its reasonable discretion.

Section 3.06. Right of Offset. The Company agrees that following written notice from the City that the Company is delinquent in the payments of any Impositions, the City may offset any Grant payment by the amount owed following a sixty (60) day period for the Company to cure.

ARTICLE IV
PROCEDURES RELATING TO GRANTS

Section 4.01. The Company shall (1) relocate its purchasing offices into a single location at the Retail Center in Kennedale no later than September 30, 2024 and (2) maintain the consolidated purchasing office at the Retail Center continuously through the term of this Agreement in a manner that the sale of Taxable Items by the Company at the Retail Center are consummated in the City and generate Sales and Use Tax for the City, including, but not limited to, providing significant business services beyond processing invoices.

Section 4.02. The Company shall accept three or more orders per year at the Retail Center as well as provide significant business services, beyond processing invoices, to one or more affiliates, including logistics management, purchasing and negotiation of related early payment discounts and rebates with suppliers or manufacturers, inventory control, or other vital business services.

Section 4.03. The Company shall provide a Sales Tax Certificate to the City that includes a copy of all Texas Sales and Use Tax Returns and reports or Sales and Use Tax prepayment returns and reports filed by the Company during the term of the Agreement confirming Texas Sales and Use Tax collected and paid to the State by the Company for the sale of Taxable Items consummated at the Retail Center for the applicable Grant Period.

Section 4.04. The Company shall provide the City, and maintain during the term of the Agreement, a Waiver of Sales Tax Confidentiality that authorizes the State of Texas to release to the City Sales and Use Tax Information pertaining to the Company. The Waiver of Sales Tax Confidentiality shall include, but not be limited to the following documentation:

(a) Information regarding the amount of sales and use tax collected and paid to the State by the Company as a result of the sale of Taxable Items by the Company at the Retail Center;

(b) A copy of all sales and use tax returns and reports, sales and use tax prepayment returns, if any, including amended sales and use tax returns or reports, filed by the Company for the previous calendar month showing sales and use tax collected by the Company for the sale of Taxable Items consummated at the Retail Center;

(c) A summary of the sales of Taxable Items by the Company consummated at the Retail Center which resulted in sales and use tax paid; and

(d) Information concerning any refund or credit received by the Company of sales or use tax paid or collected by the Company which has previously been reported by the Company as sales and use tax paid or collected.

Section 4.05. Confidentiality. The City agrees to keep all information and documentation received from the State pursuant to this Section 4.05 (collectively, "Confidential Tax Information") confident, subject to the requirements of the Texas Public Information Act. The City will only provide access to the Confidential Tax Information to its employees on a "need-to-know" basis. The City will use the Confidential Tax Information solely for the purposes of determining the amount of each month's Grant related to the Retail Center that are dependent on the Confidential Tax Information and for no other purpose, and the City will not (and will cause any person to whom access to the Confidential Tax Information is granted not to), without the Company's prior written authorization, directly or indirectly, intentionally or inadvertently: (a) disclose to any other person, use or exploit the Confidential Tax Information (other than as expressly permitted above), (b) discuss the Company or its affairs with any person other than the Company's representatives, (c) copy, photograph, photocopy, reduce to writing or otherwise reproduce or duplicate the Confidential Tax Information or (d) take any other actions which would be detrimental to the Company. The Company's Waiver of Sales Tax Confidentiality is solely for the limited purpose of allowing an appropriate set of City officials to verify the amount of the City's obligations under this Agreement. The City's obligations under this Section 4.05 shall survive the termination of this Agreement.

Section 4.06. Publicity and Disclosures. The parties covenant and agree that neither party shall make any press release or public disclosure, either written or oral, regarding the transactions contemplated by this Agreement without the prior knowledge and consent of the other party; provided, that the foregoing shall not prohibit any disclosure to attorneys, accountants, investment bankers or other agents of the parties assisting the parties in connection with the transactions contemplated by this Agreement.

Section 4.07. Audit of Sales Tax or Challenge to Place of Business. The Company shall notify the City in writing within seven (7) of becoming aware of a State audit of the Sales Tax

Receipts or any challenge to the designation of the Retail Center as a "place of business" under Section 321.002(a)(3) of the Texas Tax Code. The Company shall bear the sole cost of any audit or challenge to the designation as a place of business, including the cost of any litigation, and shall reimburse the City for any and all expenses it may incur in participating in the audit or responding to litigation related to this Agreement. In the event of an audit or challenge to the designation of the Retail Center as a place of business, the City may choose to place monthly Grant Payments in an escrow account pending a final decision by the State or court of law.

ARTICLE V
REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE COMPANY

Section 5.01. Location of Retail Center. During the Term, the Company covenants and agrees that neither it, nor it's affiliates, subsidiaries or parent, will duplicate the purchasing and reselling activities conducted at the Retail Center at any location in the State of Texas outside of the City. Nothing in this Section 5.01 shall prohibit or restrict the Company's (or its affiliates', subsidiaries' or parent's) ability to set up purchasing and reselling activities or any nature (including similar or duplicate activities to those conducted at the Retail Center) at any location outside the State of Texas.

Section 5.02. The Company certifies the Company does not and will not knowingly employ an undocumented worker as that term is defined by section 2264.001(4) of the Texas Government Code. In accordance with section 2264.052 of the Texas Government Code, if the Company is convicted of a violation under 8 U.S.D. Section 1324a(f), the Company shall repay to the City the full amount of incentives provided under Article III of this Agreement from the date the incentive payment(s) was made. Repayment shall be paid within one hundred twenty (120) days after the date the Company receives notice of violation from the City (i.e., a notice of conviction).

ARTICLE VI
TERMINATION

Section 6.01. This Agreement may be terminated upon any one of the following:

(a) by mutual written agreement of the parties;

(b) by the City or the Company, respectively, if the other party defaults or breaches any of the terms or conditions of this Agreement in any material respect and such default or breach is not cured within thirty (30) days after written notice thereof by the City or the Company, as the case may be;

(c) by the City, if any sales or use taxes owed to the City or the State of Texas by the Company shall have become delinquent (provided, however, the Company retains the right to timely and properly protest and contest any such use taxes due);

(d) by the City, if the Company or the Owner suffers an Event of Bankruptcy or Insolvency;

(e) by the City upon written notice, if any Impositions owed to the City or the State of Texas have become delinquent after the date to timely appeal such Imposition;

(f) by the City or the Company, respectively, if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable;

(g) by the Company, if the City does not pay the applicable Grant amount within forty-five (45) days of receipt of the Sale and Use Tax Receipts as required herein covered by a valid Sales Tax Certificate issued by the Company or fails to cure this breach within an additional thirty (30) days and so long as the Company is not in default; or

(h) expiration of the term, or any subsequent renewal of the term.

Section 6.02. Effect of Termination. Upon a termination of this Agreement, the City shall remit all Grants relating to Sales Tax Receipts for the sale of Taxable Items by the Company at the Retail Center sold prior to the effective date of such termination, the City shall not be required to remit such Grants if the City is prohibited from doing so under Federal or State legislation or the decision of a court of competent jurisdiction. The rights, responsibilities and liabilities of the parties under this Agreement shall be extinguished upon the applicable effective date of termination of this Agreement, except for any obligations that accrue prior to such termination or as otherwise expressly provided herein.

ARTICLE VII
MISCELLANEOUS

Section 7.01. Binding Agreement; Assignment. QR Purchasing, LLC (Company) is a wholly owned affiliate of Quick Roofing, LLC (Owner). Company or Owner have the right (from time to time without the consent of the City, but upon fifteen (15) days advanced written notice to the City) to assign this Agreement, in whole or in part, to any entity that is controlled by or under common control of Owner. All other assignments must be approved in writing by the City.

Section 7.02. No Joint Venture. It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the parties. Neither party shall have any authority to act on behalf of the other party under any circumstances by virtue of this Agreement.

Section 7.03. Authorization. Each party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

Section 7.04. Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below (or such other address as such party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered.

If intended for City, to:

City Manager
City of Kennedale
405 Municipal Drive
Kennedale, Texas 76060

With a copy (which shall not constitute notice) to:

Taylor, Olson, Adkins, Sralla & Elam, LLP
Attn: Carvan E. Adkins
6000 Western Place II, Suite 200
Fort Worth, TX 76107

If intended for the Company or the Owner:

Mr. Eric Armstrong
President, QR Purchasing, LLC
605 Power Drive
Kennedale, Texas 76060

With a copy (which shall not constitute notice) to:

Adrian McManus,
Chief Technology Officer, QR Purchasing, LLC
605 Power Drive
Kennedale, Texas 76060

Section 7.05. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral agreement, oral or written, between the parties that in any manner relates to the subject matter of this Agreement.

Section 7.06. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction. Venue for any disputes regarding this Agreement, the transactions contemplated hereby or the liabilities or obligations imposed hereunder shall be in any State District Court located in Tarrant County, Texas.

Section 7.07. Amendment. This Agreement may be amended or modified only by a written instrument signed by all the parties hereto.

Section 7.08. Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

Section 7.09. Recitals. The recitals to this Agreement are incorporated herein.

Section 7.10. Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

Section 7.11. Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

Section 7.12. Anti-Boycott Verifications. The Company hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such section does not contravene applicable Federal law. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. For purposes of this paragraph, the Company understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Company and exists to make a profit.

Section 7.13. Iran, Sudan and Foreign Terrorist Organizations. The Company represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf, https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or https://comptroller.texas.gov/purchasing/docs/fto-list.pdf. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such section does not contravene applicable Federal law and excludes the Company and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its Federal sanctions regime relating to Sudan or Iran or any Federal sanctions regime relating to a foreign terrorist organization. For purposes of this paragraph, the Company understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Company and exists to make a profit.

Section 7.14. Fossil Fuels Boycott Verification. As required by 2274.002, Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session), as amended, the Company hereby verifies that the Company, including any wholly-owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the same, does not boycott energy companies, and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, “boycott energy companies” shall have the meaning assigned to the term “boycott energy company” in Section 809.001, Texas Government Code, as amended.

Section 7.15. Firearms Discrimination Verification. As required by Section 2274.002, Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, SB 19), as amended, the Company hereby verifies that the Company, including any wholly-owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the same, (i) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, “discriminate against a firearm entity or trade association” shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code (as added by SB 19), as amended.

Section 7.16. Critical Infrastructure Verification. The Company hereby verifies and certifies that the Company, including any wholly-owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the same, does not and during the duration of this Agreement will not operate as a foreign owned or controlled company in connection with a critical infrastructure project as defined in Texas Government Code Chapter 2275, as amended

Section 7.17. Governmental Powers; Waiver of Immunity. It is understood that by execution of this Agreement the City does not waive or surrender any of its governmental powers, immunities or rights, except as specifically waived pursuant to this Section. The City waives its governmental immunity from suit and liability only as to any action brought by a party to pursue the remedies available under this Agreement and only to the extent necessary to pursue such remedies. Nothing in this Section shall waive any claims, defenses, or immunities that the City has with respect to suits against the City by persons or entities not a party to this Agreement.

EXECUTED on this _______ day of _____________________, 2024.

CITY OF KENNEDALE, TEXAS

By:____
Darrell Hull, City Manager and
EDC Executive Director

ATTEST:

By: ______________________________
City Secretary

APPROVED AS TO FORM:

By: ______________________________
City Attorney

EXECUTED on this _______ day of ____________________, 2024.

QR PURCHASING, LLC,
a Delaware Limited Liability Company

By: ________________________________
Eric Armstrong
President

EXECUTED on this _______ day of ____________________, 2024.

QUICK ROOFING, LLC,
a Delaware Limited Liability Company

By: ______________________________________
Name: ____________________________________
Title: ____________________________________

CITY'S ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on the _______ day of ___________, 2024 by Darrell Hull, City Manager of the City of Kennedale, Texas, a Texas municipality, on behalf of said municipality.

____
Notary Public, State of Texas

[SEAL

THE COMPANY'S ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on the _______ day of ___________, 2024 by Eric Armstrong, being the President of QR Purchasing, LLC.

____
Notary Public, State of Texas

[SEAL]

THE OWNER'S ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on the _______ day of ___________, 2024 by _____________________, being the ___________________ of Quick Roofing, LLC.

____
Notary Public, State of Texas

[SEAL]

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

MEETING DATE: JUNE 18, 2024

AGENDA ITEM NUMBER: REGULAR SESSION ITEM IV.C.6.

SUBJECT
TownCenter Agreement to authorize new construction.

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: JUNE 18, 2024

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

SUBJECT:
Consider the approval of safety improvements at Sonora Park

ORIGINATED BY:
Kristian Sugrim

SUMMARY:
Parks play a pivotal role in improving a community's quality of life, attracting new residents, new employers, creating jobs, retaining and growing local businesses; hence, safety improvements are vital at Sonora Park. Since the inception, there were no parking lots lights or entrance gate at Sonora. We believe that the installation of a main entrance gate and parking lot lights will enhance the safety of our patrons. This added value was also expressed by the Kennedale's Parks and Recreation Board.

RECOMMENDATION:
Staff recommends that the Kennedale's City Council authorize the approval of these safety improvements to Sonora Park, with ElamCo. Inc., for the proposed sum of Thirty Thousand Three Hundred Dollars, $30,300.00.

ATTACHMENTS:
Eric Elam Estimate
Doug's Welding Services Estimate
Big County Estimate
4 Sure Gates LLC Estimate
Fonroche Lighting America Estimate

ElamCo, Inc.
8173306015
349 Kennedale Sublett Rd.
Kennedale, TX 76060

Prepared For	Estimate Date	Estimate Number
Darrell Hull City of Kennedale 405 Municipal Drive Kennedale, TX 76060	05/31/2024	0000176 Reference SONORA PARK (GATE)

Description	Rate	Qty	Line Total
28 Foot wide opening powered slide gate Manufacture and Install 30 feet long X 44 Inches tall (See Following E-mail Attached Design). Cut and remove existing asphalt 12 - 14 inch width X 28 feet long and install 4,000 PSI concrete 10" depth reenforces with 3/8" rebar. Install steel V-Crowned gate track 45 plus feet long. Track will be bridged along the area behind existing fence on top of the grass.	$6,000.00	1	$6,000.00
Electrical Service Install 120 volt electrical service from nearby existing service near existing sign at main entrance. Install all needed breakers & outdoor service boxes. Trench 24 inches deep install 10 gauge copper coated wire inside 1.5" gray electrical conduit. Will have area flagged for utilities by line locate service 811	$1,600.00	1	$1,600.00
Slide Gate Operator Install Eagle 2000 Gate Opener FR w/ Remotes, Receiver & Photo Eye. ADD: In ground interior property loop vehicle detection for emergency exiting after hours - Bluetooth receiver works from cell phones - Install timer (Remains open 6am to 10pm 7 days a week, Remains closed 12midnight to 6am). NOTE: This operator has a foot release for power failure emergency opening. Battery Backup Slide Gate Operator add $600.00	$2,700.00	1	$2,700.00
	$0.00	1	$0.00

Subtotal	10,300.00
Tax	0.00

Estimate Total (USD)	$10,300.00

Notes

36 Month service warranty on all workmanship, all other warranties for products will have to be through the product provider and manufacturer. See following email of the proposed gate design, previous furnished design formats would be more costly due to the intracity of the detailed art work. Gate Color can be determined at a later date if proposal is accepted.

Terms

Payment net 45 days upon completion with approval by the city of Kennedale's representative within 5 days of notice of completion by ElamCo Inc.

Print Download PDF

ESTIMATE

Doug's Welding Services
920 Misty Oak Trail
Burleson, Texas 76028
United States

469-667-0448

Bill to

City Of Kennedale
Kristian Sugrim

817-538-7375
ksurgrine@cityofkennedale.com

Estimate Number:	332
Estimate Date:	March 8, 2024
Valid Until:	April 7, 2024
Grand Total (USD):	**$11,230.00**

Product/service	Quantity	Price	Amount
Material & Services Fabrication and installation of a two-rail double swing 13' per side motorized gate system with remote control access. With a decorative design at the center of the gate system decided by the Customer.	1	$11,230.00	$11,230.00

Total:	$11,230.00
Grand Total (USD):	**$11,230.00**

Fonroche Lighting America
4900 David Strickland Rd.
Forest Hill, TX 76119
(817) 516-2056

Contract ID	BUYBOARD CONTRACT NO. 725-24
Quote Number	00083225
Quote Name	G7835-Kennedale TX-Sonora Park-RevB
Quote Date	5/24/2024
Quote Expiration Date	8/24/2024
Est. Lead Time	4-6 Weeks

Opportunity Owner	Jess Ellison
Payment Terms	100% Net 30 from Ship Date-contingent on credit approval
Shipping Terms	Prices are FOB Origin

Notes to the customer	Panels require clear, unshaded solar access to the South

Ship To Name	City of Kennedale, TX
Ship To	United States

Beware of Fraud: Any advance payment request will only be made on the basis of a proforma invoice sent by Fonroche Lighting America.

Shipping estimated; final cost determined on day of shipping and added to invoice.

Fonroche Model Number	Fonroche Product Description	Price System	Quantity	Amount
[T54-CK16B-3K-T4][P160F-2P]HW-MC Fixture Color: BK POLE: 20Ft. Round Tapered Pole-Direct Burial-1-4FT Arm --Pole Color: BK	***RESIDENTIAL*** SmartLight Assembly with 624Wh-24V NiMH Battery , special extreme temperature (from -40 °F to +158 °F), 1 x 160W solar module with Top of Pole assembly and Intelligent management/control system. Provisioned for Single Fixture configuration. Single Essential (Formerly CK16B) Fixture 3K Color Temp.-Type 4 Fixture Color: BK - . Power Assembly color is black. Mount: High wind and enhanced marine coating. 20Ft. Round Tapered Pole-Direct Burial-1-4FT Arm --Pole Color is BK 8 Year Warranty All Night Lighting 365 Days a Year - Full Battery Replacement Assumes No Shading | Assumes little or no snow 10 Degrees Tilt 100% =28 Watts worst case conditions.T-PM: 6 hrs. @100% | T-N (Balance of night) @20% | T-AM: 1 hrs. @100%	USD 3,681	1.00	USD 3,681
[T54-CK16B-3K-T4][P160F-2P]HW-MC Fixture Color: BK POLE: 25Ft. Round Tapered Pole-Anchor	SmartLight Assembly with 624Wh-24V NiMH Battery , special extreme temperature (from -40 °F to +158 °F), 1 x 160W solar module with Top of Pole assembly and Intelligent management/control system. Provisioned for Single Fixture configuration. Single Essential (Formerly CK16B) Fixture 3K Color Temp.-Type 4 Fixture Color: BK - . Power Assembly color is black. Mount: High wind and enhanced marine coating. 25Ft. Round Tapered Pole-Anchor Base-1-4FT Arm --Pole Color is BK 8 Year Warranty All Night Lighting 365 Days a Year - Full Battery Replacement	USD 3,939	4.00	USD 15,756

Fonroche Lighting America
4900 David Strickland Rd.
Forest Hill, TX 76119
(817) 516-2056

Base-1-4FT Arm --Pole Color: BK	Assumes No Shading | Assumes little or no snow 10 Degrees Tilt 100% =28 Watts worst case conditions.T-PM: 6 hrs. @100% | T-N (Balance of night) @20% | T-AM: 1 hrs. @100%			
[T54-CK16B-3K-T3][P160F-2P]HW-MC Fixture Color: BK POLE: 25Ft. Round Tapered Pole-Anchor Base-1-4FT Arm --Pole Color: BK	SmartLight Assembly with 624Wh-24V NiMH Battery , special extreme temperature (from -40 °F to +158 °F), 1 x 160W solar module with Top of Pole assembly and Intelligent management/control system. Provisioned for Single Fixture configuration. Single Essential (Formerly CK16B) Fixture 3K Color Temp.-Type 3 Fixture Color: BK - . System color is black. Mount: High wind and enhanced marine coating. 25Ft. Round Tapered Pole-Anchor Base-1-4FT Arm --Pole Color is BK 8 Year Warranty All Night Lighting 365 Days a Year - Full Battery Replacement Assumes No Shading | Assumes little or no snow 10 Degrees Tilt 100% =28 Watts worst case conditions.T-PM: 6 hrs. @100% | T-N (Balance of night) @20% | T-AM: 1 hrs. @100%	USD 3,939	1.00	USD 3,939

Total Line Items	USD 23,376
Shipping and Handling	USD 3,475
Quote Total	USD 26,851

This quotation is subject to the following terms and conditions

Seller's Terms and Conditions of Sale in effect on the date of this order shall apply to this quote and are hereby incorporated by reference. Seller's Terms and Conditions of Sale may be viewed at [https://www.fonrochesolarlighting.com/about-us/terms/.](https://www.fonrochesolarlighting.com/about-us/terms/)

Pricing is based on Fonroche Lighting America's Standard Terms & Conditions and any additional terms stipulated herein. It is the Representative's responsibility to convey these terms to the customer. Without prior written approval from Fonroche Lighting America's Sales Director, any deviation from these terms may constitute a change in this pricing at the time of order. In the event that Fonroche Lighting America is unable recuperate difference in pricing from end customer, it may deduct the difference from representative's commission.

Big Country Welding

Daniel

Business Number 817-320-0296

bigcountryweldingfwtx@gmail.com

ESTIMATE

EST0113

DATE

03/18/2024

TOTAL

USD $10,000.00

TO

Lstevenson@cityofkennedale.com

DESCRIPTION	RATE	QTY	AMOUNT
Double Swing Gate Double swing gate with dual operators with one key pad and two remotes included with black or white paint included . One entrapment device	$10,000.00	1	$10,000.00

Note: other entrapment devices, remote or keypads will be additional cost

TOTAL USD $10,000.00

4 SURE GATES LLC
5401 kennedale st
Fort Worth, TX 76140 US
(817)965-7873
info@4suregates.com
http://4suregates.com

ADDRESS
City of Kennedale
150 N Little School Rd
Kennedale, Tx 76060

SHIP TO
City of Kennedale
150 N Little School Rd
Kennedale, Tx 76060

Estimate 7039

DATE 02/02/2024

ACTIVITY	QTY	RATE	AMOUNT
Job address 263 new hope rd kennedale tx	1	0.00	0.00T
Build custom swing gate 4'x 25' double swing gate with the letter K in the center of gate Gate frame built out of 2x2 square tubing with 3/4" iron pickets. Powder coated chocolate brown	1	5,000.00	5,000.00T
6x6 3/8 thick post heavy duty hinge post set in ground 4' deep hang gate with 7" adjustable hinges powder coated chocolate brown	2	650.00	1,300.00T
Custom letters or design letter K	1	450.00	450.00T
CSW HD 24U Commercial Operator Lift Master pad mounted swing gate operator. This unit comes with control box, chassis, mother board, backup battery system, articulating arm, and 2 remotes. 1yr material/labor warranty. 2yr Manf warranty. Batteries are not under Manf. warranty.	2	5,600.00	11,200.00T
Motor stand	2	350.00	700.00T
Exit loop w/detector	1	950.00	950.00T
Safety loop w/detector	1	950.00	950.00T
Safety eye	1	450.00	450.00T
Electrical Run electrical from braker box to 1st operator then across drive way to second operator 75' total	75	20.00	1,500.00T
7 day timer	1	425.00	425.00T

PLEASE SIGN AND RETURN
By signing you are agreeing to price as described in estimate.

SUBTOTAL 22,925.00

1 Year Labor Warranty

TAX	0.00
TOTAL	$22,925.00

Signature______________________________

Accepted By

Accepted Date

1 Year Labor Warranty

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

MEETING DATE: JUNE 18, 2024

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

SUBJECT:
Consider the approval of plugging two groundwater wells

ORIGINATED BY:
Kristian Sugrim

SUMMARY:
On Wednesday, May 22, 2024, the Texas Commission on Environmental Quality (TCEQ), conducted their tri-year comprehensive compliance inspection (CCI). Based on their exit interview, we were cited with a few alleged violations, one being failing to plug abandoned wells. The wells were P2 (Paluxy), 201 E. Mistletoe Drive, and T4 (Trinity), 1121 Border lane. According to the Texas Administrative Code (TAC) Chapter 76, 290.46 (u), Abandoned Wells owned by a water system must be plugged with cement. Abandoned is considered not in-use.

RECOMMENDATION:
Staff recommends that the Kennedale's City Council authorize the approval of plugging these two groundwater wells with cement, with Millican Well Service, LLC. for the proposed sum of Fifty-Seven Thousand, $57,000.00.

ATTACHMENTS:

MILLICAN WELL SERVICE LLC
372 HAMM ROAD
BOYD, TEXAS 76023
817-232-0077

Name / Address
City of Kennedale 405 Municipal Drive Kennedale, Texas 76060

Estimate

Date	Well Name
5/29/2024	P-2

Qty	Description	Cost	Total
1	Labor and equipment to pull the pump and motor and haul to the shop for testing.	3,000.00	3,000.00
3	Labor and equipment to be onsite for the camera survey.	185.00	555.00
1	Well Survey	2,500.00	2,500.00
	After the camera survey we will determine what rehabbing needs to be done to the well, if any.		

Thank you!	**Subtotal**	$6,055.00
Jerry Browning 2176 Jaythan Browning 59998	**Sales Tax (0.0%)**	$0.00
Texas Department of Licensing and Regulation P.O. Box 12157 Austin, Texas 78711 512-462-7880	**Total**	$6,055.00

MILLICAN WELL SERVICE LLC
372 HAMM ROAD
BOYD, TEXAS 76023
817-232-0077

Name / Address
City of Kennedale 405 Municipal Drive Kennedale, Texas 76060

Estimate

Date	Well Name
5/29/2024	P-2 Plugging

Qty	Description	Cost	Total
1	Labor and equipment to pull the pump and motor and haul from the well site	3,000.00	3,000.00
1	Labor and equipment to plug the well according to State regulations and file a report with the State and the well owner.	15,150.00	15,150.00

Thank you!	**Subtotal**	$18,150.00
Jerry Browning 2176 Jaythan Browning 59998	**Sales Tax (0.0%)**	$0.00
Texas Department of Licensing and Regulation P.O. Box 12157 Austin, Texas 78711 512-462-7880	**Total**	$18,150.00

MILLICAN WELL SERVICE LLC
372 HAMM ROAD
BOYD, TEXAS 76023
817-232-0077

Name / Address
City of Kennedale 405 Municipal Drive Kennedale, Texas 76060

Estimate

Date	Well Name
5/29/2024	T-4

Qty	Description	Cost	Total
1	Labor and equipment to pull the pump and motor and haul to the shop for testing.	6,000.00	6,000.00
3	Labor and equipment to be onsite for the camera survey.	185.00	555.00
1	Well Survey	2,500.00	2,500.00
	After the camera survey we will determine what rehabbing needs to be done to the well, if any.		

Thank you!	**Subtotal**	$9,055.00
Jerry Browning 2176 Jaythan Browning 59998	**Sales Tax (0.0%)**	$0.00
Texas Department of Licensing and Regulation P.O. Box 12157 Austin, Texas 78711 512-462-7880	**Total**	$9,055.00

MILLICAN WELL SERVICE LLC
372 HAMM ROAD
BOYD, TEXAS 76023
817-232-0077

Estimate

Name / Address
City of Kennedale 405 Municipal Drive Kennedale, Texas 76060

Date	Well Name
5/29/2024	T-4 Plugging

Qty	Description	Cost	Total
1	Labor and equipment to pull the pump and motor and haul from the well site	6,000.00	6,000.00
1	Labor and equipment to plug the well according to State regulations and file a report with the State and the well owner.	32,500.00	32,500.00

Thank you!	**Subtotal**	$38,500.00
Jerry Browning 2176 Jaythan Browning 59998	**Sales Tax (0.0%)**	$0.00
Texas Department of Licensing and Regulation P.O. Box 12157 Austin, Texas 78711 512-462-7880	**Total**	$38,500.00

STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL

MEETING DATE: JUNE 18, 2024

AGENDA ITEM NUMBER: REGULAR SESSION ITEM IV.C.9.

SUBJECT
Appointment of the Mayor Pro Tem.

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

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

MEETING DATE: JUNE 18, 2024

AGENDA ITEM NUMBER: EXECUTIVE SESSION ITEM V.A.

SUBJECT

CONSULTATION WITH THE CITY ATTORNEY PURSUANT TO SECTION 551.071, TEXAS GOVERNMENT CODE.

PERSONNEL MATTERS PURSUANT TO SECTION 551.074, TEXAS GOVERNMENT CODE.

City Board Appointments
City Manager Contract

DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS PURSUANT TO SECTION 551.087, TEXAS GOVERNMENT CODE.

Economic Development Incentive Agreement between the City of Kennedale, Texas, Quick Roofing, LLC and QR Purchasing. LLC.

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ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS