



AGENDA
MONDAY, JUNE 26, 2023
WORK SESSION – 6:00 PM
REGULAR CITY COUNCIL MEETING – 6:30 PM
CITY HALL COUNCIL CHAMBERS
209 S. WASHINGTON STREET
KAUFMAN, TEXAS 75142
AND VIA VIDEOCONFERENCE/TELECONFERENCE

**This meeting will be held using
videoconferencing/teleconferencing
technology with public access via:
[WWW.ZOOM.US/JOIN](https://www.zoom.us/join) OR
(888)788-0099 (TOLL-FREE)
MEETING/WEBINAR ID: 883 6927 8412
PASSWORD: 562304**

CALL WORK SESSION TO ORDER Mayor calls the Work Session to order, states the date and time, states Councilmembers present, and declares a quorum present.**

WORK SESSION A Work Session is used to explore matters of interest to one or more City Council Members or the City Manager for the purpose of giving staff direction on whether or not such matters should be placed on a future regular or special meeting of the Council for citizen's input, City Council deliberation and formal City action. Although Work Sessions are public meetings, and citizens have a legal right to attend, they are not public hearings, so citizens are not allowed to participate in the session.

1. Presentation and discussion regarding the implementation of the city's body-worn camera program for the Kaufman Police Department.
2. Discussion regarding items on the Regular Session Agenda, including the consideration of Executive Session items

WORK SESSION ADJOURNMENT

PLEDGE OF ALLEGIANCE

CALL MEETING TO ORDER Mayor calls the Meeting to order, states the date and time, states Councilmembers present, and declares a quorum present.**

CITIZENS COMMENTS / REQUEST TO SPEAK ON AGENDA ITEMS (5 MINUTES) Comments about any of the Council agenda items may be taken into consideration at this time or during the agenda item. Comments are limited to five (5) minutes per individual unless additional time is otherwise required by law for translation. Speaking time is not transferable. Citizens may address the City Council on any subject but must first complete a Request to Speak Form so that the Mayor may call your name to speak at the appropriate time on the Agenda. Comments must be directed to the Council as a whole. **When addressing the Council, please step forward to the speaker's podium, state your name and address, and direct your comments to the Mayor and City Council.**

RECOGNITION

3. Business of the Month- Texas Farm Bureau Insurance
4. Atmos Energy- Inclusive Playground
5. Police Department Promotion Recognition
6. Fire Department Promotion Recognition

CONSENT AGENDA

7. Consider and take appropriate action on the minutes from the May 22, 2023, Work Session and Regular City Council Meeting.
8. Consider and take appropriate action on a Utility Agreement for the Kaufman Civic Center with the Kaufman Chamber of Commerce; and authorize the City Manager or his designee to execute necessary documents.
9. Consider and take appropriate action on a proposal for professional services from Teague Nall & Perkins for the civil engineering, construction administration, and inspections for the Hickory Street Elevated Water Tank Repaint project; and authorizing the Mayor or his designee to execute necessary documents.
10. Consider and take appropriate action on a proposal for professional services from Teague Nall & Perkins for the surveying, landscape architecture, and engineering services for the design of Kings Fort Park Improvements at Kings Fort Park; and authorizing the Mayor or his designee to execute necessary documents.
11. Consider and take appropriate action on a proposal for professional services from Teague Nall & Perkins for the surveying, landscape architecture, and engineering services for the design of City Lakes Park Improvements at City Lake Park; and authorizing the Mayor or his designee to execute necessary documents.
12. Consider and take appropriate action on Resolution R-18-23, a resolution of the City Council of the City of Kaufman, Texas, approving authorized signatories in matters pertaining to TxCDBG Grant No. CDV21-0088.

END OF CONSENT AGENDA

DISCUSSION/ACTION ITEMS

13. Consider and take appropriate action on Ordinance O-11-23, an ordinance of the City Council of the City of Kaufman, Texas, repealing Division 2 "Curfew" of Article 8.02 "Minors" of Chapter 8 "Offenses and Additional Provisions" of the Code of Ordinances, City of Kaufman, Texas to repeal regulations imposing a curfew on persons under the age of eighteen and the associated criminal penalty; providing for the incorporation of premises; providing severability; and providing an effective date of September 1, 2023.

ANNOUNCEMENTS AND REPORTS FROM CITY MANAGER

14. Receive an update and discussion regarding the following:
 - a. Red, White & BOOM- July 1st
 - b. Budget Work Session Meetings- August 7 & August 14 (if needed)
 - c. 2023 TML Conference- Dallas- October 4-6, 2023
 - d. Discussion Items Report (DIR)
 - e. STAR Transit Ridership Report- May 2023
 - f. Careflite Compliance Report- May 2023
 - g. Fire Department Monthly Report- May 2023
 - h. Police Department Monthly Report- May 2023
 - i. Development Services Monthly Report- May 2023
 - j. Monthly Calendars Attached

EXECUTIVE SESSION

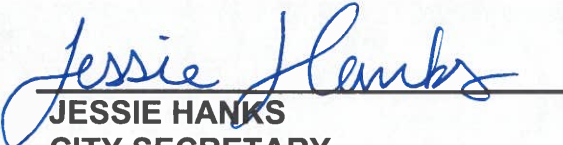
15. The City Council will recess into Executive Session pursuant to Texas Government Code for an executive session regarding the following:
 - a. Sec. 551.072. DELIBERATION REGARDING REAL PROPERTY; CLOSED MEETING. To deliberate the purchase, exchange, lease, or value of real property regarding: "Project Fast" & "Project Pie"
 - b. Sec. 551.087. DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS; CLOSED MEETING. (1) To discuss or deliberate 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): Project Blue
 - c. Sec. 551.074 PERSONNEL MATTERS. Deliberation regarding 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 regarding: City Manager organizational oversight

RECONVENE INTO OPEN SESSION In accordance with Texas Government Code, Chapter 551, the City Council will reconvene into Regular Session.

16. Consider and take appropriate action, if any, on matters discussed in Executive Session.

ADJOURNMENT

I, JESSIE HANKS, CITY SECRETARY, DO HEREBY CERTIFY THAT THIS NOTICE OF MEETING WAS POSTED ON THE WINDOW AT KAUFMAN MUNICIPAL COMPLEX, 209 S. WASHINGTON, KAUFMAN, TEXAS, A PLACE CONVENIENT AND READILY ACCESSIBLE TO THE GENERAL PUBLIC AT ALL TIMES AND SAID NOTICE WAS POSTED AT THE KAUFMAN MUNICIPAL COMPLEX, 209 S. WASHINGTON, KAUFMAN, TEXAS AT 11:00 A.M. ON FRIDAY, JUNE 23, 2023, AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULE TIME OF SAID MEETING.


JESSIE HANKS
CITY SECRETARY



THE CITY COUNCIL RESERVES THE RIGHT TO ADJOURN INTO EXECUTIVE SESSION AT ANY TIME DURING THE COURSE OF THIS MEETING TO DISCUSS ANY OF THE MATTERS LISTED ABOVE, AS AUTHORIZED BY THE TEXAS GOVERNMENT CODE. SECTION 551.071 (CONSULTATION WITH ATTORNEY).

****PURSUANT TO SECTION 551.127, TEXAS GOVERNMENT CODE, ONE OR MORE COUNCILMEMBERS OR EMPLOYEES MAY ATTEND THIS MEETING REMOTELY USING VIDEOCONFERENCING TECHNOLOGY. THE VIDEO AND AUDIO FEED OF THE VIDEOCONFERENCING EQUIPMENT CAN BE VIEWED AND HEARD BY THE PUBLIC BY ACCESSING [WWW.ZOOM.US/JOIN](https://www.zoom.us/join) OR (888)788-0099 (TOLL FREE) MEETING/WEBINAR ID: 883 6927 8412 PASSWORD: 562304**

THE BUILDING IN WHICH THE ABOVE MEETING WILL BE CONDUCTED IS WHEELCHAIR ACCESSIBLE AND PARKING SPACES FOR THE MOBILITY IMPAIRED ARE AVAILABLE. PERSONS WITH DISABILITIES WHO PLAN TO ATTEND THIS MEETING AND WHO MAY NEED AUXILIARY AIDS OR SERVICES SUCH AS INTERPRETERS FOR PERSONS WHO ARE DEAF OR HEARING IMPAIRED, READERS, OR LARGE PRINT ARE REQUESTED TO CONTACT THE CITY SECRETARY'S OFFICE AT 972-932-2216 AT LEAST TWO (2) WORKING DAYS PRIOR TO THE TIME OF THE MEETING SO THAT APPROPRIATE ARRANGEMENTS CAN BE MADE.



Meeting
Date: 6/26/2023

Date: 05/30/2023

Item #: 7.

Dept.: Administration

Consent Agenda

SUBJECT:

Consider and take appropriate action on the minutes from the May 22, 2023, Work Session and Regular City Council Meeting.

BACKGROUND:

See the attached minutes.

Author:

Jessie Hanks, City Secretary

Reviewed:

Mike Holder, City Manager

Cost:

Funds Available:

Source:

Recommendation: Staff recommends approval of the minutes from May 22, 2023, Work Session and Regular City Council Meeting.

Safe & Secure	Business Friendly/Economic Development	Partnership & Community Involvement	Healthy & Environmentally Cons. Comm.	Financial & OPS Stewardship
☐	☐	☐	☐	☐



**MINUTES OF THE
CITY COUNCIL MEETING
MONDAY, MAY 22, 2023
CITY HALL COUNCIL CHAMBERS
209 S. WASHINGTON STREET
KAUFMAN, TEXAS 75142**

CALL WORK SESSION TO ORDER Mayor calls the Work Session to order, states the date and time, states Councilmembers present, and declares a quorum present.**

Mayor Jordan called the work session to order at 6:05 PM. Councilmembers present were Jeff Jordan, Charles Gillenwater, Jason Nelson, Ashlea Longenecker, Lisa Parker, and Quattro Borders. Mayor Pro-Tem Matt Phillips was absent. Mayor Jordan declared a quorum present. Also present were City Manager Mike Holder, City Attorney Patricia Adams, City Secretary Jessie Hanks, Finance Director Mary Wennerstrom, Economic Development Director Stewart McGregor, Planning Manager Andrew Bogda, Fire Chief Ronnie Davis, Police Sergeant Colter Leftwich, and Police Chief Les Edwards.

WORK SESSION A Work Session is used to explore matters of interest to one or more City Council Members or the City Manager for the purpose of giving staff direction on whether or not such matters should be placed on a future regular or special meeting of the Council for citizen's input, City Council deliberation and formal City action. Although Work Sessions are public meetings, and citizens have a legal right to attend, they are not public hearings, so citizens are not allowed to participate in the session.

1. Presentation and discussion regarding location and other regulations for donation bins within the City of Kaufman, including public health and safety concerns and potential regulations.

There were discussions regarding the purpose of regulating donation bins, the legality of what regulations the city could implement, and the council's vision for these types of regulations. Mr. Bogda gave a presentation regarding the location and other regulations for donation bins within the City of Kaufman. He gave the Council a brief background on the history of donation bins in the city limits. He reviewed issues the city has been experiencing with the current donation boxes in place. He outlined some regulations for consideration.

2. Discussion regarding items on the Regular Session Agenda, including the consideration of Executive Session items

No comments were given.

WORK SESSION ADJOURNMENT

There being no further business, Mayor Jordan adjourned the work session at 6:30 PM.

PLEDGE OF ALLEGIANCE

CALL MEETING TO ORDER Mayor calls the Meeting to order, states the date and time, states Councilmembers present, and declares a quorum present.**

Mayor Jordan called the meeting to order at 6:34 PM. Councilmembers present were Jeff Jordan,

Charles Gillenwater, Jason Nelson, Ashlea Longenecker, Lisa Parker, and Quattro Borders. Mayor Pro-Tem Matt Phillips was absent. Mayor Jordan declared a quorum present. Also present were City Manager Mike Holder, City Attorney Patricia Adams, City Secretary Jessie Hanks, Finance Director Mary Wennerstrom, Economic Development Director Stewart McGregor, Planning Manager Andrew Bogda, Fire Chief Ronnie Davis, Police Sergeant Colter Leftwich, and Police Chief Les Edwards.

CITIZENS COMMENTS / REQUEST TO SPEAK ON AGENDA ITEMS (5 MINUTES) Comments about any of the Council agenda items may be taken into consideration at this time or during the agenda item. Comments are limited to five (5) minutes per individual unless additional time is otherwise required by law for translation. Speaking time is not transferable. Citizens may address the City Council on any subject but must first complete a Request to Speak Form so that the Mayor may call your name to speak at the appropriate time on the Agenda. Comments must be directed to the Council as a whole. **When addressing the Council, please step forward to the speaker's podium, state your name and address, and direct your comments to the Mayor and City Council.**

No comments were given.

RECOGNITION

3. Business of the Month- Mica Steelworks

Mayor Jordan and Mr. McGregor presented and recognized Mica Steelworks as the May Business of the Month. Larry Miner, Plant Manager for Mica Steelworks, gave the Council a brief history of the plant. He thanked the Council, KEDC, and the Chamber of Commerce for the recognition.

4. Kaufman ISD Students

Mayor Jordan recognized several students from KISD for their UIL accomplishments throughout the 2022-2023 school year.

CONSENT AGENDA

5. Consider and take appropriate action on the minutes from the April 24, 2023, Work Session and Regular City Council Meeting.
6. Consider and take appropriate action on the minutes from the May 17, 2023, Special City Council Meeting.
7. Consider and take appropriate action on the authorization for the use of Street Maintenance Funds for the overlay of various streets in the City.
8. Consider and take appropriate action on the purchase of shade structures for the soccer fields at the Kaufman Sports Complex (KSC).
9. Consider and take appropriate action on Ordinance O-10-23, an ordinance of the City Council of the City of Kaufman, amending Ordinance O-26-22 to amend the KEDC 2022-2023 Fiscal Year Budget to balance Revenue Surplus, Expense Surplus, and Shortfall; and providing an effective date.

10. Consider and take appropriate action on an engagement letter with Raftelis to conduct a water and wastewater rate study for the City of Kaufman, and authorize the Mayor or his designee to execute the necessary documents.
11. Consider and take appropriate action on the authorization of an amended purchase order for Republic Services for Wastewater Treatment Plant Sludge hauling services for an amount exceeding \$50,000.00; and authorize the Mayor or his designee to execute necessary documents.

Councilmember Gillenwater made a motion to approve consent agenda items 5-11 as presented. The motion was seconded by Councilmember Parker and passed 6/0.

END OF CONSENT AGENDA

PUBLIC HEARING

12. Conduct a public hearing and consider and take appropriate action on the Replat of Lots 2B-R1 & 2B-R2 of Block A of La Vega Ranch, being a replat of Lot 2B, Block A, of La Vega Ranch. The subject property consists of approximately 5.044 acres out of the T. Lowrie Survey, Abstract No. 285, City of Kaufman ETJ, Kaufman County, TX, generally located at 2363 La Vega Road, Crandall, TX (Property ID 198586). The replat is for 2 residential lots. (Case No. FRP-02-23)

- a. Presentation.

Mr. Bogda presented the proposed plat for a lot located in the La Vega Ranch Addition. He reviewed the proposed changes, general location, and the purpose for the replat.

- b. Public Hearing.

Mayor Jordan opened the public hearing at 6:48 PM. There being no speakers present, Mayor Jordan closed the public hearing at 6:49 PM.

- c. Consider and take appropriate action on the Replat of Lots 2B-R1 & 2B-R2 of Block A of La Vega Ranch, being a replat of Lot 2B, Block A, of La Vega Ranch.

Councilmember Borders made a motion to approve the Replat of Lots 2B-R1 & 2B-R2 of Block A of La Vega Ranch, being a replat of Lot 2B, Block A, of La Vega Ranch. The motion was seconded by Councilmember Parker and passed 6/0.

DISCUSSION/ACTION ITEMS

13. Consider and take appropriate action on Resolution R-16-23, a resolution of the City Council of the City of Kaufman, Texas, directing the publication of notice of intention to issue certificates of obligation; and resolving other matters related to the subject

Ms. Wennerstrom informed the council about the proposed projects that would be covered under the issuance of the certificate of obligation. She reviewed the means for funding the debt issuance, and

the timeline.

Councilmember Parker made a motion to approve Resolution R-16-23, a resolution of the City Council of the City of Kaufman, Texas, directing the publication of notice of intention to issue certificates of obligation; and resolving other matters related to the subject as presented. The motion was seconded by Councilmember Nelson and passed 6/0.

14. Consider and take appropriate action on Resolution R-17-23, a resolution of the City Council of the City of Kaufman, Texas, supporting the City of Kaufman's" application to the Texas Department of Transportation's 2023 Transportation Alternatives Set-aside (TA) call for projects

Mr. Bogda outlined the proposed grant and application process for the Texas Department of Transportation's 2023 Transportation Alternatives Set-aside.

Councilmember Gillenwater made a motion to approve Resolution R-17-23, supporting the City of Kaufman's" application to the Texas Department of Transportation's 2023 Transportation Alternatives Set-aside (TA) call for projects as presented. The motion was seconded by Councilmember Borders and passed 6/0.

APPOINTMENT

15. Consider and take appropriate action on the appointment of one (1) member to the Planning and Zoning Commission for the remainder of an unexpired term to expire in November 2024.

Mayor Jordan made a motion to appoint Kathleen Sission to the Planning and Zoning Commission for the remainder of an unexpired term to expire in November 2024. The motion was seconded by Councilmember Parker and passed 6/0.

16. Consider and take appropriate action on the appointment of one (1) member to the Kaufman Economic Development Corporation for the remainder of an unexpired term to expire in August 2024.

Mayor Jordan made a motion to appoint Tommy Henricks to the Kaufman Economic Development Corporation for the remainder of an unexpired term to expire in August 2024. The motion was seconded by Councilmember Gillenwater and passed 6/0.

ANNOUNCEMENTS AND REPORTS FROM CITY MANAGER

17. Receive an update and discussion regarding the following:
 - a. Discussion Items Report (DIR)
 - b. STAR Transit Ridership Report- April 2023
 - c. Careflite Compliance Report- April 2023
 - d. Fire Department Monthly Report- April 2023

- e. Police Department Monthly Report- April 2023
- f. Development Services Monthly Report- April 2023
- g. Monthly Calendars Attached

Mr. Holder gave the Council an update on the above-stated items.

ADJOURNMENT

There being no further business, Mayor Jordan adjourned the meeting at 7:04 PM.

ATTEST:

JEFF JORDAN
MAYOR

JESSIE HANKS
CITY SECRETARY



Meeting
Date: 6/26/2023

Date: 05/30/2023

Item #: 8.

Dept.: Administration

Consent Agenda

SUBJECT:

Consider and take appropriate action on a Utility Agreement for the Kaufman Civic Center with the Kaufman Chamber of Commerce; and authorize the City Manager or his designee to execute necessary documents.

BACKGROUND:

The utility agreement for the Civic Center has expired and a new agreement needs to be executed. The agreement is only with the Kaufman Chamber of Commerce. Staff will return with the agreement for Senior Connect at a later date. The only change to this agreement is the Chamber's portion of the water bill from 33% to 20% due to the limited water usage and devices on the Chamber's portion of the building.

Author:

Jessie Hanks, City Secretary

Reviewed:

Mike Holder, City Manager

Cost:

Funds Available:

Source:

Recommendation: Staff recommends approval of a Utility Agreement for the Kaufman Civic Center with the Kaufman Chamber of Commerce.

Safe & Secure	Business Friendly/Economic Development	Partnership & Community Involvement	Healthy & Environmentally Cons. Comm.	Financial & OPS Stewardship
☐	☐	☐	☐	☐

UTILITY AGREEMENT

- 1. PARTIES:** The parties to this utility agreement are the City of Kaufman, Texas, a home-rule municipality, ("Landlord") and the Kaufman Chamber of Commerce ("Tenant"). Landlord and Tenants are collectively the "Parties."
- 2. PROPERTY:** Landlord leases to Tenant the Property known as the Kaufman Civic Center, 607 East Fair Street, Kaufman, Texas.
- 3. TERM:** The term of this agreement is 12 months, beginning on January 1, 2023, and ending on December 31, 2023, unless terminated sooner as provided in this agreement. Tenant may extend the term of this agreement beyond the expiration date, for additional 12-month periods, subject to approval by Landlord, by giving Landlord notice of their intention to do so not later than 90 days before the then-current agreement expires, in the case of the initial option to extend, or before the extended term expires, in the case of successive options to extend.
- 4. BUILDING MAINTENANCE AND EXPENSES:** Tenant shall pay \$200 a month for janitorial services to the Landlord. Landlord will pay the remainder of the fees.
- 5. UTILITIES:** Tenant shall pay 20% and Landlord shall pay 40% of the water, sewer, and storm drainage fees. Each party shall pay 33% of the electric costs. Natural gas will be paid for by Senior Connect.
- 6. LAWS:** Tenant shall comply with all applicable laws, restrictions, ordinances, rules, and regulations with respect to the Property.
- 7. REPAIRS AND MAINTENANCE:** Except as otherwise provided in this agreement or lease, each Tenant shall bear all expenses of repairing and maintaining the area of the Property it occupies, including but not limited to the building and the parking lot unless otherwise required by the Texas Property Code. Tenants shall promptly repair at Tenant's expense any damage to the Property caused directly or indirectly by any act or omission of the Tenant or any person other than the Landlord, Landlord's agents, or invitees.
- 8. INDEMNITY: TENANT SHALL INDEMNIFY LANDLORD FROM THE CLAIMS OF ALL THIRD PARTIES FOR INJURY OR DAMAGE TO THE PERSON OR PROPERTY OF SUCH THIRD PARTY ARISING FROM THE USE OR OCCUPANCY OF THE PROPERTY BY TENANTS, THEIR INVITEES, LICENSEES, EMPLOYEES, AND CONTRACTORS. THIS INDEMNIFICATION INCLUDES ATTORNEY'S FEES, COSTS AND EXPENSES INCURRED BY LANDLORD.**
- 9. DEFAULT:** If Tenant fails to perform or observe any provision of this agreement, and if Tenant fails within 24 hours after written notice by Landlord, to commence and diligently pursue remedy to such failure, such Tenant will be in default.
- 10. TERMINATION:** This Agreement terminates upon expiration of the term or extended-term specified in Paragraph 3, upon Tenants default under this Agreement, or upon Landlord's 90 days prior written notice to Tenants of Landlord's intent to terminate the Agreement.
- 11. ATTORNEY'S FEES:** The prevailing party in any legal proceeding brought under or with respect to this Agreement is entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.
- 12. CONSULT YOUR ATTORNEY:** This Agreement is intended to be legally binding. READ IT CAREFULLY. If you do not understand the effect of this Agreement, consult your attorney BEFORE signing.

13. NOTICES: All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by facsimile or electronic transmission as follows:

To Landlord: City of Kaufman, Texas
Attn: Mike Holder, City Manager
209 S. Washington St.
Kaufman, TX 75142
(972) 932-2216
mslye@kaufmantx.org

To Chamber: Kaufman Chamber of Commerce
Attn: Anne Glasscock, CEO
607 E. Fair St.
Kaufman, TX 75142
(972) 932-3118
aglasscock@kaufmanchamber.com

Executed by the parties this ____ day of _____, 2023.

CITY OF KAUFMAN, TEXAS:

By: Mike Holder, City Manager

KAUFMAN CHAMBER OF COMMERCE:

By: Anne Glasscock, CEO



Meeting
Date: 6/26/2023

Date: 06/12/2023

Item #: 9.

Dept.: Administration

Consent Agenda

SUBJECT:

Consider and take appropriate action on a proposal for professional services from Teague Nall & Perkins for the civil engineering, construction administration, and inspections for the Hickory Street Elevated Water Tank Repaint project; and authorizing the Mayor or his designee to execute necessary documents.

BACKGROUND:

This item would approve a Professional Services Agreement with Teague Nall and Perkins (TNP) to provide the civil engineering, construction administration and management of the rehab project for the North Water Tower. This project is funded through a CBDG Grant and previously budgeted matching city funds. TNP services are reimbursable through the grant.

Author:

Mike Holder, City Manager

Reviewed:

Mike Holder, City Manager

Cost:

Funds Available:

Source:

Recommendation: Staff recommends approval of a proposal for professional services from Teague Nall & Perkins for the civil engineering, construction administration, and inspections for the Hickory Street Elevated Water Tank Repaint project; and authorizing the mayor or his designee to execute necessary documents.

Safe & Secure	Business Friendly/Economic Development	Partnership & Community Involvement	Healthy & Environmentally Cons. Comm.	Financial & OPS Stewardship
☐	☐	☐	☐	☒

AUTHORIZATION FOR PROFESSIONAL SERVICES

PROJECT NAME: City of Kaufman
Hickory Street Elevated Water Tank Repaint
Kaufman, Texas

TNP PROJECT NUMBER: _____

CLIENT: City of Kaufman
Attn: Mike Holder, City Manager

ADDRESS: 209 S. Washington Street
Kaufman, Texas 75142
972.932.2216

City of Kaufman (CLIENT) hereby requests and authorizes Teague Nall and Perkins, Inc., (CONSULTANT) to perform the following services:

Article I

SCOPE OF BASIC SERVICES:

Provide Civil Engineering, Construction Admin and Inspections for **Hickory Street Elevated Water Tank Repaint**. A detailed scope of services is included as Attachment 'A' and is made a part hereto.

Article II

COMPENSATION: Compensation will be based on the following:

1. **BASIC SERVICES:** The CLIENT agrees to pay the CONSULTANT a fixed fee as shown below:

CIVIL ENGINEERING

Onsite Engineering: Forty Thousand Dollars (\$40,000);

Construction Administration: Ten Thousand Dollars (\$10,000)

Inspections: Ten Thousand Dollars (\$10,000)

BASIC SERVICES as outlined and according to Attachment 'A'.

2. **REIMBURSABLE EXPENSES** will consist of submittal and application fees. All submittal fees and application fees will be paid for by the CONSULTANT as necessary to expedite submittals. Standard Rates for reimbursable expenses are identified in Attachment 'C'.
3. **ADDITIONAL SERVICES:** **ADDITIONAL SERVICES** shall be any service provided by the CONSULTANT which is not specifically included in **BASIC SERVICES** as defined. **ADDITIONAL SERVICES** shall include, but shall not be limited to:
 - a.) Subcontract charges not described in **BASIC SERVICES** or Attachment 'A';
 - b.) Surveying or SUE Services;
 - c.) Preliminary of Final Plat;

- d.) Zoning and Annexation services;
- e.) Environmental Assessments;
- f.) Storm Water Pollution Prevention Plan (SWPPP) – Erosion Control is Included;
- c.) Preparation of Easements or ROW documents;
- d.) Preparation of Encroachment or Access Agreement;
- e.) Franchise Utility Extensions or Relocations;
- f.) Offsite Public Utility Extensions (Water, Sanitary Sewer, and/or Storm Drainage);
- g.) Traffic Impact Analysis;
- h.) Water or Sanitary Sewer Study/Modeling;
- i.) Evaluation of Existing Water System;
- j.) Abstract Services or Easement Research;
- k.) LEED Certification Design;
- l.) Courtyard Detailing;
- m.) Playground Design;
- n.) Site Lighting;
- o.) Screen Wall Design;
- p.) Construction Staking;
- q.) Landscape & Irrigation Design/Plans

ADDITIONAL SERVICES shall be considered additional work and shall be reimbursed at standard TNP hourly rates or TNP standard rates for items provided in-house, or direct expenses times a multiplier of 1.10 for non-labor, subcontract or mileage items.

Article III

SCHEDULE: The proposed services shall begin within 5 working days of authorization to proceed.

Article IV

CONTRACT PROVISIONS: Contract provisions are attached hereto and made a part hereof.

Please execute and return a signed copy for our files. Receipt of an executed copy of this contract will serve as notice to proceed. No work shall commence on the project until an executed copy of this contract is received by CONSULTANT. By signing below, the signer warrants that he or she is authorized to execute binding contracts for the CLIENT for the services indicated.

Approved by CLIENT:

City of Kaufman

Accepted by:

Teague Nall and Perkins, Inc.

By: _____

Title: _____

Date: _____

By: _____

Michael S. Wilson, P.E.

Title: Principal

Date: June 7, 2023

ATTACHMENT 'A'

ITEMIZED SCOPE OF SERVICES

Project scope will include the engineering design & construction administration of all improvements.

The scope of work for BASIC Engineering Services involves Preliminary Design, Project Plans, Specifications and Estimates on Elevated Tank Repainting.

I. GENERAL

- A. Design Meetings
 - 1. The CONSULTANT will meet with the CLIENT's staff during the development of the preliminary, and final plan phases of the PROJECT.
- B. Project Management, Administration and Coordination
 - 1. The CONSULTANT will establish and maintain PROJECT schedules and budgets, develop monthly progress reports, prepare invoices, and meet with other entities on an as needed basis for the duration of the PROJECT's design.
 - 2. Supervision of Subconsultants

II. PRELIMINARY DESIGN PHASE:

- A. The CONSULTANT will develop a sketch to approximately show existing site structures and features which may impact construction.
- B. The CONSULTANT will develop a recommended method of preparation, recoating, containment and disposal of removed materials. The CONSULTANT shall prepare project specifications in accordance with accepted standards, incorporating the City's standard forms and including construction details and drawings shown as attachments to the Contract Documents for construction.
- C. The CONSULTANT will develop an Opinion of Probable Construction Cost for the project.
- D. The CONSULTANT will submit two (2) sets of documents and cost opinions for City review.
- E. The CONSULTANT will recommend to the City a Construction Monitoring and Testing firm which will assure adherence to Project Specifications.
- F. Quantities and Cost Estimate
 - 1. PROJECT quantities will be calculated and tabulated for inclusion in the bid proposal and cost estimates.
 - 2. The CONSULTANT's opinion of probable construction costs will be prepared for the entire PROJECT using current unit cost data.

III. FINAL DESIGN PHASE

- A. Prepare Final Design Plans
 - 1. Incorporate CLIENT review comments and directives from the preliminary design plans, in the preparation of final construction plans.
- B. Calculate Final Quantities and Cost Estimates
 - 1. Revise the preliminary quantities and opinion of probable costs per changes in the final design and CLIENT review comments.

- C. Prepare Contract Documents and Specifications
 - 1. Compile special provisions necessary for the PROJECT.
 - 2. Compile specifications necessary for the PROJECT. Any special specifications will also be prepared. The CLIENT will provide a copy of their contract documents in digital format.
 - 3. Compile and develop a list of general notes necessary for the PROJECT.
 - 4. Prepare complete contract documents and specifications for bidding purposes.
- D. Submit final plans, specifications, and cost estimates for CLIENT review
 - 1. Submit two (2) sets of final bid documents for CLIENT review and approval.
 - 2. Submit detailed drawings and plans/specifications to appropriate regulatory agency(ies) and utility companies and obtain clearance.

IV. CONSTRUCTION PHASE

- A. Assist the CLIENT in the advertisement of the PROJECT for bid. The CLIENT shall bear the cost of advertisement. The CONSULTANT shall provide all necessary printing of construction plans, specifications and contract documents for use in obtaining bids, awarding contracts, and constructing the PROJECT. The CONSULTANT shall be responsible for dispersing all plans and specifications from its office to prospective bidders.
- B. Assist the CLIENT in the opening and tabulation of the construction bids for the PROJECT and recommend to the CLIENT as to the proper action on all proposals received.
- C. Assist in the preparation of formal Contract Documents and in coordinating their execution by the respective parties.
- D. Represent the CLIENT in the non-resident administration of the PROJECT. In this capacity, the CONSULTANT shall have the authority to exercise whatever rights the CLIENT may have to disapprove work and materials that fail to conform to the Contract Documents when such failures are brought to the CONSULTANT's attention. (This function of CONSULTANT shall not be construed as supervision of the PROJECT and does not include on-site activities other than occasional site visits to observe overall PROJECT conditions or when specifically requested by CLIENT to visit on site for a particular matter. It particularly does not involve exhaustive or continuous on-site inspection to check the quality or quantity of the work or material; nor does it place any responsibility on the CONSULTANT for the techniques and sequences of construction or the safety precaution incident thereto, and CONSULTANT will not be responsible or liable in any degree for the Contractor's failure to perform the construction work in accordance with the Contract Documents.)
- E. Consult and advise the CLIENT; issue such instructions to the Contractor as in the judgment of the CONSULTANT are necessary; and prepare routine change orders as required.
- F. Review samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of material and equipment and other data which the Contractor is required to submit, only for conformance with the design concept of the PROJECT and compliance with the information given by the Contract Documents; and assemble written guarantees which are required by the Contract Documents.
- G. Coordinate with an inspection company to provide inspection services for the tank painting

and rehab operations.

- H. Prepare or review monthly and final estimates for payments to Contractor, and furnish to the CLIENT any necessary certifications provided by the Contractor, as to payments to subcontractors and suppliers.
- I. Conduct, in company with the Contractor, a final inspection of the PROJECT for conformance with the design concept of the PROJECT and compliance with the Contract Documents; and approve in writing final payment to the Contractors.
- J. Revise contract drawings, with the assistance of the CLIENT's Resident PROJECT Representative to reflect available information as to how the work was constructed. The CLIENT's Resident PROJECT Representative will provide the CONSULTANT a red-lined set of drawings depicting changes during construction. The CONSULTANT shall revise original design drawings, noting changes during construction, and submit three (3) sets of Record Drawings, one CD-ROM in pdf format and one CD-ROM in AutoCAD format to the CLIENT.

V. TANK CONSTRUCTION INSPECTION

The project scope will be to provide Construction Inspection for the elevated tank construction.

TNP will provide an onsite inspector as necessary to review, oversee and inspect all improvements associated with the tank construction.

The inspection will be based plans and specifications prepared by TNP, the engineer of record and under the oversight of TNP who is providing construction administration services.

Inspector will maintain inspection reports and provide feedback and direction to the contractor and city as necessary to make any adjustments during these construction activities.

ATTACHMENT 'B' PROVISIONS

1. AUTHORIZATION TO PROCEED

Signing this agreement shall be construed as authorization by CLIENT for TNP, Inc. to proceed with the work, unless otherwise provided for in this agreement.

2. LABOR COSTS

TNP, Inc.'s Labor Costs shall be the amount of salaries paid TNP, Inc.'s employees for work performed on CLIENT's Project plus a stipulated percentage of such salaries to cover all payroll-related taxes, payments, premiums, and benefits.

3. DIRECT EXPENSES

TNP, Inc.'s Direct Expenses shall be those costs incurred on or directly for the CLIENT's Project, including but not limited to necessary transportation costs including mileage at TNP, Inc.'s current rate when its, or its employee's, automobiles are used, meals, lodging, laboratory tests, computer services, telephone, printing and binding charges times a multiplier of 1.10. Reimbursement for these expenses shall be on the basis of actual charges when furnished by commercial sources and on the basis of usual commercial charges when furnished by TNP, Inc.

4. OUTSIDE SERVICES

When technical or professional services are furnished by an outside source, an additional amount of 10% (actual cost times a multiplier of 1.10) shall be added to the cost of these services for TNP, Inc.'s administrative costs.

5. OPINION OF PROBABLE COST

In providing opinions of probable cost, the CLIENT understands that TNP, Inc. has no control over construction costs or the price of labor, equipment, or materials, or over the Contractor's method of pricing, and that the opinions of probable cost provided to CLIENT are to be made on the basis of the design professional's qualifications and experience. TNP, Inc. makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

6. PROFESSIONAL STANDARDS

TNP, Inc. shall be responsible, to the level of competency presently maintained by other practicing professional engineers in the same type of work in the State of Texas, for the professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Authorization. TNP, Inc. makes no other warranty, expressed or implied.

7. TERMINATION

Either CLIENT or TNP, Inc. may terminate this authorization by giving 10 days written notice to the other party. In such event CLIENT shall forthwith pay TNP, Inc. in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this Authorization shall be terminated upon completion of all applicable requirements of this Authorization.

8. MEDIATION

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and the ENGINEER agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

The CLIENT and the ENGINEER further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants retained also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

9. LEGAL EXPENSES

In the event legal action is brought by CLIENT or TNP, Inc. against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs and expenses as may be set by the court.

10. PAYMENT TO TNP, INC.

Monthly invoices will be issued by TNP, Inc. for all work performed under the terms of this agreement. Invoices are due and payable on receipt. If payment is not received within 30 days of invoice date, all work on CLIENT's project shall cease and all work products and documents shall be withheld until payment is received by TNP. Time shall be added to the project schedule for any work stoppages resulting from CLIENT's failure to render payment within 30 days of invoice date. Interest at the rate of 1½% per month will be charged on all past-due amounts, unless not permitted by law, in which case, interest will be charged at the highest amount permitted by law.

11. LIMITATION OF LIABILITY

TNP, Inc.'s liability to the CLIENT for any cause or combination of causes is in the aggregate, limited to an amount no greater than the fee earned under this agreement.

12. ADDITIONAL SERVICES

Services not specified as Basic Services in Scope and Attachment 'A' will be provided by TNP, Inc. as Additional Services when required. The CLIENT agrees upon execution of this contract that no additional authorization is required. Additional services will be paid for by CLIENT as indicated in Article II, Compensation.

13. SALES TAX

In accordance with the State Sales Tax Codes, certain surveying services are taxable. Applicable sales tax is not included in the fee set forth and will be added on and collected when required by state law. Sales tax at the applicable rate will be indicated on invoice statements.

14. SURVEYING SERVICES

In accordance with the Professional Land Surveying Practices Act of 1989, the CLIENT is informed that any complaints about surveying services may be forwarded to the Texas Board of Professional Land Surveying, 12100 Park 35 Circle, Building A, Suite 156, MC-230, Austin, Texas 78753, (512) 239-5263.

15. LANDSCAPE ARCHITECT SERVICES

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as landscape architects in Texas. The CLIENT is informed that any complaints about landscape architecture services be forwarded to the Texas Board of Architectural Examiners, Hobby Building: 333 Guadalupe, Suite 2-350, Austin, Texas 78701, Telephone (512) 305-9000, Fax (512) 305-8900.

16. INVALIDITY CLAUSE

In case any one or more of the provisions contained in this Agreement shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired thereby.

17. PROJECT SITE SAFETY

TNP, Inc. has no duty or responsibility for project site safety. Means and methods of construction and jobsite safety are the sole responsibility of the contractor.

18. DRAINAGE CLAUSE

The parties to this Agreement recognize that the development of real property has the potential to increase water runoff on downstream properties, and that such increase in runoff increases the possibility of water damage to downstream properties. The CLIENT agrees to indemnify and hold the ENGINEER harmless from any and all claims and damages arising, directly or indirectly, from water or drainage damage to downstream properties resulting from the development and construction of the Project. CLIENT shall not be required to reimburse ENGINEER for any claims or expenses arising out of the Project if it is determined by a court of competent jurisdiction that ENGINEER was negligent in the performance of its duties and obligations, and that ENGINEER's negligence was the direct cause of damage to a property downstream of the Project.

19. CONSTRUCTION MEANS AND METHODS AND JOBSITE SAFETY

Means and methods of construction and jobsite safety are the sole responsibility of the contractor

ATTACHMENT 'C'

Teague Nall and Perkins, Inc.

2023 Standard Hourly Rates

Effective January 1, 2023 to December 31, 2023

Engineering/Landscape Architecture/ROW	Hourly Billing Rate
Principal or Director	\$290
Team Leader	\$275
Senior Project Manager	\$270
Project Manager	\$230
Senior Engineer	\$280
Project Engineer	\$180
Senior Structural Engineer	\$285
Structural Engineer	\$200
Engineer III/IV	\$160
Engineer I/II	\$135
Senior Landscape Architect/Planner	\$280
Landscape Architect / Planner	\$200
Landscape Designer	\$140
Senior Designer	\$185
Designer	\$160
Senior CAD Technician	\$150
CAD Technician	\$120
IT Technician	\$180
Clerical	\$85
ROW Manager	\$250
Senior ROW Agent	\$185
ROW Agent	\$145
Relocation Agent	\$185
ROW Admin	\$100
Intern	\$80

Surveying	Hourly Billing Rate
Survey Manager	\$290
Registered Professional Land Surveyor (RPLS)	\$250
Field Coordinator	\$155
S.I.T. or Senior Survey Technician	\$150
Survey Technician	\$130
1-Person Field Crew w/Equipment**	\$160
2-Person Field Crew w/Equipment**	\$190
3-Person Field Crew w/Equipment**	\$215
4-Person Field Crew w/Equipment**	\$235
Flagger	\$60
Abstractor (Property Deed Research)	\$100
Small Unmanned Aerial Systems (sUAS) Equipment & Crew	\$450
Terrestrial Scanning Equipment & Crew	\$280

ATTACHMENT 'C'

Teague Nall and Perkins, Inc.

2023 Standard Hourly Rates

Effective January 1, 2023 to December 31, 2023

Utility Management, Utility Coordination, and SUE	Billing Rate
Senior Utility Coordinator	\$180
Utility Coordinator	\$160
SUE Field Manager	\$180
Sr. Utility Location Specialist	\$180
Utility Location Specialist	\$110
1-Person Designator Crew w/Equipment***	\$155
2-Person Designator Crew w/Equipment***	\$200
2-Person Vac Excavator Crew w/Equip (Exposing Utility Only)	\$320 (4 hr. min.)
Core Drill (equipment only)	\$800 per day
SUE QL-A Test Hole (0 < 8 ft)****	\$2,300 each
SUE QL-A Test Hole (> 8 < 15 ft)****	\$2,800 each

Construction Management, Construction Engineering and Inspection (CEI)	Hourly Billing Rate
Construction Inspector I/II	\$110
Construction Inspector III	\$135
Senior Construction Inspector	\$150
Construction Superintendent	\$185
Construction Manager	\$220
Senior Construction Manager	\$270
Construction Records Keeper	\$120

Direct Cost Reimbursables

A fee equal to 3% of labor billings shall be included on each monthly invoice for prints, plots, photocopies, plans or documents on CD, DVD or memory devices, and mileage. No individual or separate accounting of these items will be performed by TNP.

Any permit fees, filing fees, or other fees related to the project and paid on behalf of the client by TNP to other entities shall be invoiced at 1.10 times actual cost.

Notes:

All subcontracted and outsourced services shall be billed at rates comparable to TNP's billing rates above or cost times a multiplier of 1.10.

* Rates shown are for 2023 and are subject to change in subsequent years.

** Survey equipment may include truck, ATV, Robotic Total Station, GPS Units and Digital Level.

*** Includes crew labor, vehicle costs, and field supplies.



Meeting
Date: 6/26/2023

Date: 06/12/2023

Item #: 10.

Dept.: Administration

Consent Agenda

SUBJECT:

Consider and take appropriate action on a proposal for professional services from Teague Nall & Perkins for the surveying, landscape architecture, and engineering services for the design of Kings Fort Park Improvements at Kings Fort Park; and authorizing the Mayor or his designee to execute necessary documents.

BACKGROUND:

This Professional Services Agreement would authorize Teague Nall & Perkins (TNP) to serve as the consultant for the Kings Fort Park Project and to provide for surveying, landscape design, engineering and construction management. The cost for services is \$112,950 and is reimbursable through the Texas Parks and Wildlife (TPWD) Grant. The TPWD grant is for \$750,000 with the same match for the City. The City portion of the match will come from the Georgetown Developer as well as an approximate 15 acres of land that will be transferred to the City for dedication as a park.

Author:
Mike Holder, City Manager

Reviewed:
Mike Holder, City Manager

Cost:

Funds Available:

Source:

Recommendation: Staff recommends approval of a proposal for professional services from Teague Nall & Perkins for the surveying, landscape architecture, and engineering services for the design of Kings Fort Park Improvements at Kings Fort Park; and authorizing the mayor or his designee to execute necessary documents.

Safe & Secure	Business Friendly/Economic Development	Partnership & Community Involvement	Healthy & Environmentally Cons. Comm.	Financial & OPS Stewardship
☐	☐	☒	☒	☒



AUTHORIZATION FOR PROFESSIONAL SERVICES (FIXED FEE)

PROJECT NAME: KINGS FORT PARK IMPROVEMENTS

TNP PROJECT NUMBER: KAU

CLIENT: CITY OF KAUFMAN
ADDRESS: Kaufman City Hall
209 S. Washington St.
Kaufman, Texas 75142

City of Kaufman (the CLIENT) hereby requests and authorizes Teague Nall and Perkins, Inc., (the CONSULTANT) to perform the following services:

Article I

SCOPE: Provide surveying, landscape architecture, and engineering services for the design of KINGS FORT PARK IMPROVEMENTS at Kings Fort Park in Kaufman, Texas as related to the Texas Park and Wildlife Department Grant Award received by the CLIENT.

The project includes construction documents and grant administration for the following improvements identified as priorities per the grant application and working Master Plan. (the numbers listed below correlate directly with the attached Master Plan included in Attachment 'E'):

- 1) Trail Network Connections
- 2) Accessible Practice Fields
- 3) Native Habitat Restoration
- 4) Accessible Hike and Bike Trails
- 5) Bioswale and Drainage Flume Network
- 8) Bench and Recycling/Trash Station
- 9) Enhanced Detention Outfall
- 12) Inclusive Interpretive Heritage Playground
- 13) Drinking Fountain
- 14) Picnic Pavilion
- 15) Fitness Court
- 16) Prefabricated Restroom

A detailed scope of services is included as Attachment 'A' and is made a part hereto.

Article II

COMPENSATION to be based on the following:

- A. The CONSULTANT's compensation for design services included in Attachment 'A' shall be based on a Fixed Fee of \$112,950.00 (One Hundred Twelve Thousand and Nine Hundred Fifty Dollars). which includes expenses such as prints, plots, photocopies, plans or documents on CD, DVD or memory devices, and mileage. Payment to the CONSULTANT shall be due in monthly installments based on the CONSULTANT's

estimate of the percentage of the contact completed during the billing period.

- B. Fees: Any permit fees, filing fees, or other fees related to the project and paid on behalf of the CLIENT by the CONSULTANT to other entities shall be invoiced at 1.10 times actual cost.
- C. Additional Services: Any service provided by the CONSULTANT which is not specifically described in the scope of work for this contract as defined above or delineated in an attachment shall be considered additional services. Additional services shall include, but shall not be limited to:
- 1.) Land planning, lot layout and configuration, preliminary plat preparation, final plat preparation, zoning applications, zoning exhibits, preliminary utility plans, drainage studies and preliminary drainage plans;
 - 2.) Property research and real property surveying for easements, right-of-ways or plats;
 - 3.) Preparation of real property transfer documents, exhibits or plats;
 - 4.) Participation in real property acquisition;
 - 5.) Construction staking;

Upon authorization from the CLIENT, the CONSULTANT will perform Additional Services. Payment to the CONSULTANT for Additional Services shall be on a Fixed Fee or Hourly Reimbursable basis.

Fixed Fee Compensation for Additional Services: Payment shall be as described above for Basic Services and presented in Attachment 'B'.

Hourly Reimbursable Compensation for Additional Services: Payment shall be due in monthly installments based on the number of hours worked by each employee and the CONSULTANT'S current standard rates presented in Attachment 'C' Standard Rate Schedule. A fee equal to 3% of Additional Service labor billings shall be included on each monthly invoice for prints, plots, photocopies, plans or documents on CD, DVD or memory devices, and mileage. No individual or separate accounting of these items will be performed by the CONSULTANT.

- D. Payment Terms: CLIENT shall be billed monthly for services rendered and pay promptly upon receipt of invoice. Delays of transmitting payments to CONSULTANT more than 30 days from invoice date may result in cessation of services until payment is received.

Article III

SCHEDULE: The proposed services shall begin immediately with authorization to proceed. A design schedule is included as Attachment 'D' and made a part hereto.

Article IV

PROJECT LOCATION: The Project Limits are included as Attachment 'E' and made a part hereto.

Article V

CONTRACT PROVISIONS: Contract provisions are attached hereto and made a part hereof.

Please execute and return a signed copy for our files. Receipt of an executed copy of this contract will serve as notice to proceed. No work shall commence on the project until CONSULTANT receives an executed copy of this contract. By signing below, the signer warrants that he or she is authorized to execute binding contracts for the CLIENT.

Approved by CLIENT:

City of Kaufman

Signature: _____

Name: _____

Title: _____

Date: _____

Accepted by CONSULTANT:

Teague Nall and Perkins, Inc.

Signature:  _____

Name: Nicholas Nelson

Title: Director of Landscape Architecture

Date: 05/31/2023

Firm Contact Information:

5237 N. Riverside Drive, Suite 100
Fort Worth, Texas 76137
817-336-5773
Contact: Nicholas Nelson

CONTRACT PROVISIONS

1. AUTHORIZATION TO PROCEED

Signing this agreement shall be construed as authorization by CLIENT for TNP, Inc. to proceed with the work, unless otherwise provided for in this agreement.

2. LABOR COSTS

TNP, Inc.'s Labor Costs shall be the amount of salaries paid TNP, Inc.'s employees for work performed on CLIENT's Project plus a stipulated percentage of such salaries to cover all payroll-related taxes, payments, premiums, and benefits.

3. DIRECT EXPENSES

TNP, Inc.'s Direct Expenses shall be those costs incurred on or directly for the CLIENT's Project, including but not limited to necessary transportation costs including mileage at TNP, Inc.'s current rate when its, or its employee's, automobiles are used, meals, lodging, laboratory tests, computer services, telephone, printing and binding charges times a multiplier of 1.10. Reimbursement for these expenses shall be on the basis of actual charges when furnished by commercial sources and on the basis of usual commercial charges when furnished by TNP, Inc.

4. OUTSIDE SERVICES

When technical or professional services are furnished by an outside source, an additional amount of 10% (actual cost times a multiplier of 1.10) shall be added to the cost of these services for TNP, Inc.'s administrative costs.

5. OPINION OF PROBABLE COST

In providing opinions of probable cost, the CLIENT understands that TNP, Inc. has no control over construction costs or the price of labor, equipment, or materials, or over the Contractor's method of pricing, and that the opinions of probable cost provided to CLIENT are to be made on the basis of the design professional's qualifications and experience. TNP, Inc. makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

6. PROFESSIONAL STANDARDS

TNP, Inc. shall be responsible, to the level of competency presently maintained by other practicing professional engineers in the same type of work in the State of Texas, for the professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Authorization. TNP, Inc. makes no other warranty, expressed or implied.

7. TERMINATION

Either CLIENT or TNP, Inc. may terminate this authorization by giving 10 days written notice to the other party. In such event CLIENT shall forthwith pay TNP, Inc. in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this Authorization shall be terminated upon completion of all applicable requirements of this Authorization.

8. MEDIATION

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and the ENGINEER agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

The CLIENT and the ENGINEER further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants retained also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

9. LEGAL EXPENSES

In the event legal action is brought by CLIENT or TNP, Inc. against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs and expenses as may be set by the court.

10. PAYMENT TO TNP, INC.

Monthly invoices will be issued by TNP, Inc. for all work performed under the terms of this agreement. Invoices are due and payable on receipt. If payment is not received within 30 days of invoice date, all work on CLIENT's project shall cease and all work products and documents shall be withheld until payment is received by TNP. Time shall be added to the project schedule for any work stoppages resulting from CLIENT's failure to render payment within 30 days of invoice date. Interest at the rate of 1½% per month will be charged on all past-due amounts, unless not permitted by law, in which case, interest will be charged at the highest amount permitted by law.

11. LIMITATION OF LIABILITY

TNP, Inc.'s liability to the CLIENT for any cause or combination of causes is in the aggregate, limited to an amount no greater than the fee earned under this agreement.

12. ADDITIONAL SERVICES

Services not specified as Basic Services in Scope and Attachment 'A' will be provided by TNP, Inc. as Additional Services when required. The CLIENT agrees upon execution of this contract that no additional authorization is required. Additional services will be paid for by CLIENT as indicated in Article II, Compensation.

13. SALES TAX

In accordance with the State Sales Tax Codes, certain surveying services are taxable. Applicable sales tax is not included in the fee set forth and will be added on and collected when required by state law. Sales tax at the applicable rate will be indicated on invoice statements.

14. SURVEYING SERVICES

In accordance with the Professional Land Surveying Practices Act of 1989, the CLIENT is informed that any complaints about surveying services may be forwarded to the Texas Board of Professional Land Surveying, 12100 Park 35 Circle, Building A, Suite 156, MC-230, Austin, Texas 78753, (512) 239-5263.

15. LANDSCAPE ARCHITECT SERVICES

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as landscape architects in Texas. The CLIENT is informed that any complaints about landscape architecture services be forwarded to the Texas Board of Architectural Examiners, Hobby Building: 333 Guadalupe, Suite 2-350, Austin, Texas 78701, Telephone (512) 305-9000, Fax (512) 305-8900.

16. INVALIDITY CLAUSE

In case any one or more of the provisions contained in this Agreement shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired thereby.

17. PROJECT SITE SAFETY

TNP, Inc. has no duty or responsibility for project site safety. Means and methods of construction and jobsite safety are the sole responsibility of the contractor.

18. DRAINAGE CLAUSE

The parties to this Agreement recognize that the development of real property has the potential to increase water runoff on downstream properties, and that such increase in runoff increases the possibility of water damage to downstream properties. The CLIENT agrees to indemnify and hold the ENGINEER harmless from any and all claims and damages arising, directly or indirectly, from water or drainage damage to downstream properties resulting from the development and construction of the Project. CLIENT shall not be required to reimburse ENGINEER for any claims or expenses arising out of the Project if it is determined by a court of competent jurisdiction that ENGINEER was negligent in the performance of its duties and obligations, and that ENGINEER's negligence was the direct cause of damage to a property downstream of the Project.

19. CONSTRUCTION MEANS AND METHODS AND JOBSITE SAFETY

Means and methods of construction and jobsite safety are the sole responsibility of the contractor.

ATTACHMENT 'A' ITEMIZED SCOPE OF SERVICES

Teague Nall and Perkins, Inc., (CONSULTANT) shall render the following professional services (**BASIC SERVICES**) necessary for the development of the project.

LANDSCAPE ARCHITECTURE ASSUMPTIONS AND EXCLUSIONS: Below are shown the assumptions and qualifiers for the landscape architecture scope of work found herein.

Assumptions:

- Kings Fort Park Master Plan based on the public input received during the Kaufman Parks Recreation Master and Open Space Masterplan adopted August 5, 2019.
- Base files to be provided by the CLIENT.
- Work to be included is to be submitted for the TPWD grant application and referenced as "Attachement E".
- Total project budget is estimated to be \$2.35 million as provided by the owner. Phase 1 budget is \$1,000,000.
- Work to be included is as shown in the grant application and attached as "Exhibit A".
- The scope generally anticipates design by the landscape architect for both hardscape and planting improvements.
- Includes coordination with appropriate consultant team members such as the CLIENT, structural/civil/MEP engineer, and/or contractor as appropriate.
- Submittal for TAS/ADA review.

Exclusions:

- Public meetings or public input.
- Presentations, documents, or plans required for council presentations, "Special Exceptions", Variances or Zoning changes required by the design solutions chosen by the Owner.
- Multiple design alternatives beyond those "Submittals" described or significant site plan revisions following acceptance at each given phase of review documents.

BASIC SERVICES

SUBMITTALS & COORDINATION MEETINGS: A Landscape Architect from Consultant will attend meetings and or presentations to coordinate with other team members and the owner during the design phase. Plans and specifications will be submitted as outlined below for Owner and/or governmental review.

Included in this item:

- Up to five (5) team coordination or presentation meetings during the design phase of the project.
- Official plan review submittals as follows:
 - One (1) Schematic Design (30%) review submittal.
 - Deliverable: 24X36" B&W landscape site plan showing proposed layout, hardscape, and planting elements.
 - One (1) Design Development (60%) review submittal.
 - Deliverable: Hardscape Layout and Dimensioning, Landscape Planting, Landscape Grading/Drainage, Landscape Irrigation, Site Lighting, Sections/Elevations/Details.
 - One (1) Construction Document (90%) review submittal.
 - Deliverable: Advanced Design Development Drawings with technical specifications, quantities and schedules sufficient for competitive bidding.
 - One (1) "For Bid and Permit" submittal.
 - Deliverable: Signed and Sealed Drawing Set and Technical Specifications.
 - One (1) "For Construction" submittal.
 - Deliverable: Signed and Sealed Drawing Set incorporating bid addendum or value engineering revisions.

Not included in this item:

- Submittals for multiple early release permit drawings exceeding the total plan submittals described above.

LANDSCAPE ARCHITECTURE SERVICES: Consultant will provide design services that consist of hard and soft surface elements of the site on the ground plane. Elements typically include one entry feature sign/monument, pedestrian paving, selection and location of ornamental light fixtures, pedestrian handrails, exterior stairs and ramps as necessary for the accessible playground, site furniture, fencing, mow curbs, landscape plantings, irrigation, amenity area elements, shade structures and seat walls/retaining walls less than 36" in height.

Included in this item:

- Trail Network Connections, Accessible Practice Fields, Native Habitat Restoration, Accessible Hike and Bike Trails, Bioswale and Drainage Flume Network, Bench and Recycling/Trash Station, Enhanced Detention Outfall, Inclusive Interpretive Heritage Playground, Drinking Fountain, Picnic Pavilion, Prefabricated Restroom, Fitness Court
- General Notes, Schedules and Quantities.
- Clearing/Grubbing/Minor Demolition Plan.
- Hardscape Layout & Dimensioning Plan.
- Landscape Grading and Drainage Plan.
- Landscape Planting Plan.
- Landscape Irrigation Plan.
- Enlargements and Details.
- Technical Specifications.
- Line-Item Opinion of Probable Construction Cost.

Not included in this item:

- Illustrative renderings.

ENGINEERING SERVICES: CONSULTANT will provide design services that consist of plans and details for site paving including parking and drive approaches and utility design for connections to a prefabricated restroom structure. Paving section designs are to be based on recommendations included in a current Geotechnical Report.

Included in this item:

- Coordination of City review and approval of plans prepared as part of this item.
- One (1) revision to the plan to reflect site plan changes as a result of CLIENT or
- CLIENT comments. Additional changes will be made on an hourly rate basis.

Not included in this item:

- Design of any off-site paving improvements, street extensions or widening.
- Design of any off-site storm sewer or drainage improvements.
- Profiles for public or private systems.

STRUCTURAL ENGINEERING DESIGN: CONSULTANT will provide structural review and detailed design for the project. The plan will be completed by a Licensed Structural Engineer in the State of Texas. This item will include design of foundations, reinforcement, and connections for the pavilion structure and light poles.

LANDSCAPE ARCHITECTURE BID PHASE SERVICES: During the Bid Phase, CONSULTANT will be available to provide coordination as required with prospective bidders. This may include answering pre-bid RFI's, issuing design revisions as addenda or attendance at a pre-bid conference or scoping session.

LANDSCAPE CONSTRUCTION ADMINISTRATION: CONSULTANT will provide limited Construction Administration services by processing shop drawings and product submittals, responding to RFIs, and issuing supplemental instructions if required related to the work shown on the Landscape Architecture

Plans. Submittals not required by the contract documents or not related to plans developed by the Landscape Architect will not be reviewed.

At the CLIENT's request, a representative will attend up to five (5) Owner/Architect/Contractor (OAC) project coordination meetings during construction. At the request of the Owner, and in conjunction with the OAC meetings, CONSULTANT will visit the site at critical junctures during the course of site construction up to five (5) times. Recommended times for site visits could include:

- Paving mockups and site formwork/reinforcing.
- Testing of the irrigation main line and landscape drainage structures.
- Upon completion of soil preparation and finish grade, after plant material has been laid out, but prior to actual planting.
- Substantial Completion Walk-Through.
- Final Completion Walk-Through.

This shall not be construed as performing continuous construction inspection.

Please note the following:

- CONSULTANT shall not at any time supervise or have authority over any Contractor work or jobsite management procedures, nor shall CONSULTANT have authority over or be responsible for the means and methods, or procedures of construction selected or used by the Contractor.
- CONSULTANT neither guarantees the performance of the Contractor nor assumes responsibility for the Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- CONSULTANT shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- CONSULTANT shall not be responsible for the acts or omissions of the Contractor or for any decision or interpretation of the Contract Documents made by the Contractor.
- While at the Site, CONSULTANT's employees and representatives shall comply with the specific applicable requirements of the Contractor's and Owner's safety programs of which CONSULTANT has been informed in writing.

SPECIAL SERVICES

TPWD GRANT COORDINATION: CONSULTANT will assist the CLIENT to prepare submittals and documentation Texas Parks and Wildlife Department (TPWD) to be reviewed in accordance with TPWD grant administration and documentation process.

TAS/TDLR COORDINATION: CONSULTANT will prepare submittal paperwork and submit plans and specifications to a Registered Accessibility Specialist (RAS) to be reviewed in accordance with the Texas Accessibility Standards (TAS); particularly, the Architectural Barriers Act.

Included in this item:

- One (1) revision to the plans to respond to any deficiencies in the plans and specifications identified in the RAS plan review.
- One (1) site visit with the RAS for the final site inspection.

Not included in this item:

- Changes to plan sheets other than those representing deficiencies in the design identified by the RAS.
- Fees for the review and inspection will be submitted as a reimbursable expense.

ENVIRONMENTAL SERVICES

TOPOGRAPHIC SURVEY: CONSULTANT will perform an on the ground survey of the property under the direct supervision of a Registered Professional Land Surveyor for the areas highlighted in blue in "Attachement E".

Included in this item:

- Establish horizontal control points as needed throughout the project. The basis of bearings will be the Texas Coordinate System of 1983 (North Central Zone; NAD83 (2011) Epoch 2010).
- Title research and deeds obtained of the subject property.
- An investigation of boundary markers/corners will be made on the subject property.
- A boundary analysis of the property will be made by a Registered Professional Land Surveyor to establish the property boundary.
- A Property base will be prepared showing boundary lines for design.
- Establish vertical benchmarks as needed throughout the project.
- The visible improvements such as curbs, walks, fences, buildings, signs, etc. will be located and shown on the survey.
- Visible utilities such as power poles, manholes and valves will be located.
- The property lines identified by the Boundary Verification will be incorporated into the topo.
- Invert information will be collected for Storm Utilities and Sanitary Sewer Utilities if present on site.
- Location, species, common name, and trunk diameter of trees over 6-inches in caliper and/or the outline of heavily wooded areas.
- Survey limits will extent to the curb line on adjacent streets and include spot elevations on a 50-foot grid.

Deliverable = Existing Property Base and Topographic drawing in digital format showing 1foot contour intervals and the items listed above for design purposes.

Data will be delivered in Texas Coordinate System of 1983 North Central Zone (4202) scaled to Surface with a combined scale factor supplied.

Not included in this item:

- Species names of trees.
- Trees less than 6-inches in diameter.
- Tree locations and identification in heavily wooded areas.
- Surveying of trail corridor.
- Boundary surveying.
- Research or review of easements that may affect the subject tract.
- Subsurface utility engineering services.

ATTACHMENT 'B'

Compensation

The services described in Attachment A Scope of Services shall be provided for a total lump sum fee of \$112,950.00 (One Hundred Twelve Thousand and Nine Hundred Fifty Dollars). The overall fee total shown shall not be exceeded without prior written authorization from the CLIENT.

Payment for the services described in Attachment A Scope of Services shall be invoiced to the CLIENT on a monthly basis, based upon the percentage completed for each task. Below is a fee breakdown by task for the services described in Attachment A Scope of Services:

Kings Fort Park Improvements

Task	Fee
BASIC SERVICES	
<i>Submittals & Coordination Meetings</i>	\$ 7,000
<i>Landscape Architecture Services</i>	\$ 32,000
<i>Engineering Design</i>	\$ 17,500
<i>Structural Engineering Design</i>	\$ 8,500
<i>Landscape Architecture Bid Phase Services</i>	\$ 2,250
<i>Landscape Construction Administration</i>	\$ 6,500
<i>Reimbursable Expenses 3%</i>	\$ 2,250
Subtotal	\$ 76,000
SPECIAL SERVICES	
<i>TPWD Grant Coordination</i>	\$ 15,000
<i>TAS/TDLR Coordination</i>	\$ 1,750
<i>Reimbursable Expenses 3%</i>	\$ 500
Subtotal	\$ 17,250
ENVIRONMENTAL SERVICES	
<i>Topographic Survey</i>	\$ 19,700
Subtotal	\$ 19,700
Total Fee for Services	\$112,950

ATTACHMENT 'C' STANDARD RATE SCHEDULE

Engineering/Landscape Architecture/ROW	Hourly Billing Rate
Principal or Director	\$250
Team Leader	\$230
Senior Project Manager	\$220
Project Manager	\$175
Senior Engineer	\$230
Project Engineer	\$160
Engineer III/IV	\$135
Engineer I/II	\$125
Landscape Architect / Planner	\$160
Landscape Designer	\$120
Senior Designer	\$140
Designer	\$130
Senior CAD Technician	\$125
CAD Technician	\$110
IT Technician	\$170
Clerical	\$80
ROW Manager	\$190
Senior ROW Agent	\$160
ROW Agent	\$125
Relocation Agent	\$160
ROW Admin	\$70
Intern	\$70
Surveying	Hourly Billing Rate
Survey Manager	\$230
Registered Professional Land Surveyor (RPLS)	\$195
Field Coordinator	\$140
S.I.T. or Senior Survey Technician	\$140
Survey Technician	\$110
1-Person Field Crew w/Equipment**	\$145
2-Person Field Crew w/Equipment**	\$175
3-Person Field Crew w/Equipment**	\$200
4-Person Field Crew w/Equipment**	\$220
Flagger	\$50
Abstractor (Property Deed Research)	\$90
Small Unmanned Aerial Systems (sUAS) Equipment & Crew	\$400
Terrestrial Scanning Equipment & Crew	\$250

Utility Management, Utility Coordination, and SUE		Hourly Billing Rate
Senior Utility Coordinator		
Utility Coordinator		\$165
SUE Project Manager		\$150
SUE Engineer		\$190
Field Coordinator		\$170
Sr. Utility Location Specialist		\$140
Utility Location Specialist		\$140
1-Person Designator Crew w/Equipment***		\$90
2-Person Designator Crew w/Equipment***		\$145
2-Person Vac Excavator Crew w/Equip (Exposing Utility Only)		\$170
Core Drill (equipment only)		\$275
SUE QL-A Test Hole (0 < 4 ft)		\$750 per day
SUE QL-A Test Hole (> 4 < 6 ft)		\$1,250 each
SUE QL-A Test Hole (> 6 < 8 ft)		\$1,500 each
SUE QL-A Test Hole (> 8 < 10 ft)		\$1,750 each
SUE QL-A Test Hole (> 10 < 12 ft)		\$2,000 each
SUE QL-A Test Hole (> 12 < 14 ft)		\$2,250 each
		\$2,500 each
Construction Management, Construction Engineering and Inspection (CEI)		Hourly Billing Rate
Construction Inspector II		
Construction Inspector III		\$100
Senior Construction Inspector		\$110
Construction Superintendent		\$130
Senior Project Manager		\$180
		\$220

Direct Cost Reimbursables

A fee equal to 3% of labor billings shall be included on each monthly invoice for prints, plots, photocopies, plans or documents on CD, DVD or memory devices, and mileage. No individual or separate accounting of these items will be performed by TNP. Any permit fees, filing fees, or other fees related to the project and paid on behalf of the CLIENT by TNP to other entities shall be invoiced at 1.10 times actual cost.

Notes:

All subcontracted and outsourced services shall be billed at rates comparable to TNP's billing rates above or cost times a multiplier of 1.10.

* Rates shown are for 2021 and are subject to change in subsequent years.

** Survey equipment may include truck, ATV, Robotic Total Station, GPS Units and Digital Level.

*** Includes crew labor, vehicle costs, and field supplies.

ATTACHMENT 'D'

PROJECT SCHEDULE

CONSULTANT shall establish the following milestones with the CLIENT within 10 days of receiving a notice to proceed and accordingly endeavor to accomplish the work within the established schedule:

1. Perform field surveys, data collection and conceptual design in _____ calendar days from Authorization to Proceed by CLIENT and survey permission letter by property owner(s), whichever occurs latest.
2. Perform preliminary design in _____ calendar days from approval of conceptual design.
3. Provide final design and specifications in _____ calendar days from approval of preliminary design plans.
4. Allow _____ calendar days for plan approval by regulatory agencies, project construction bidding and award by the CLIENT.

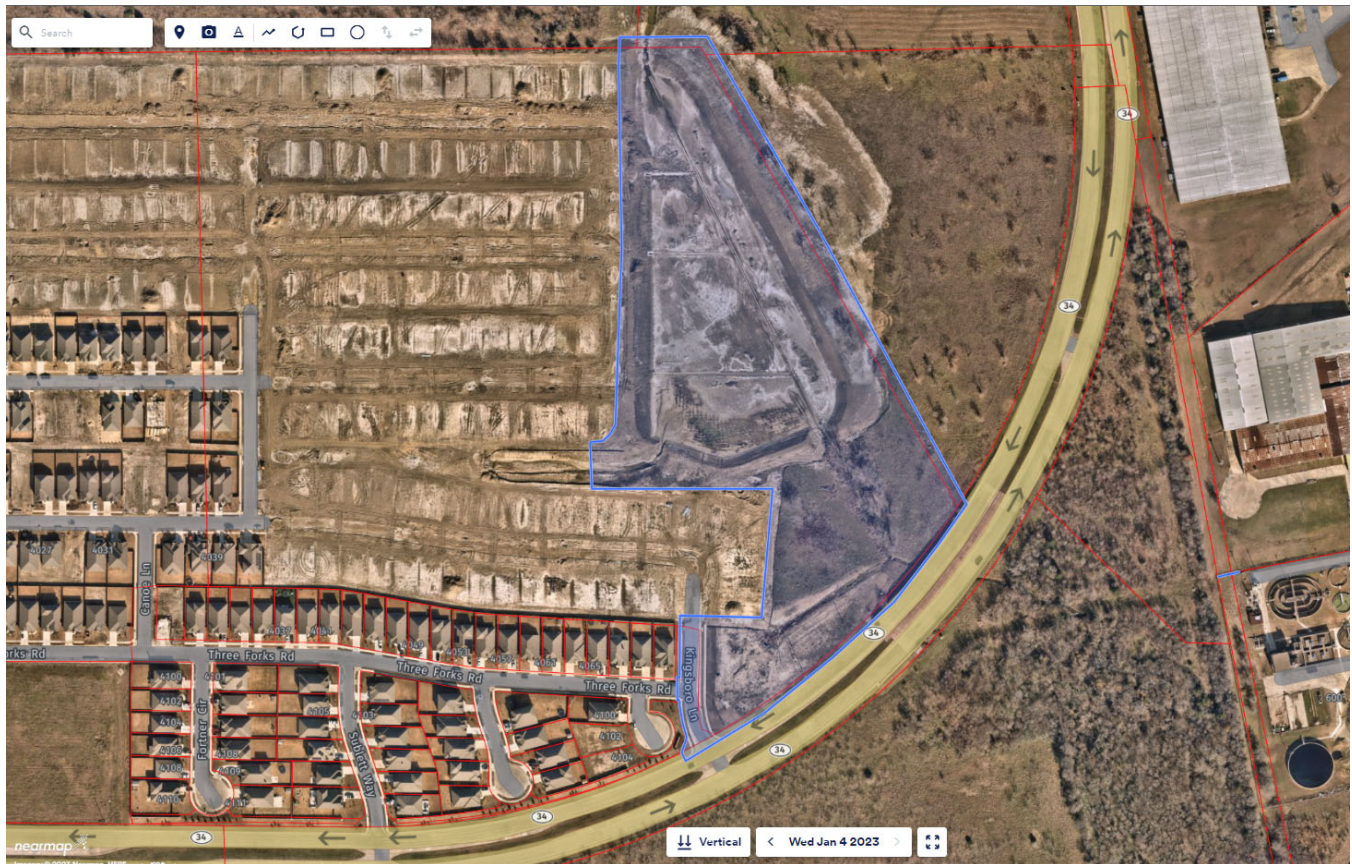
ATTACHMENT 'E' PROJECT LOCATION

The areas shown below indicates the anticipated project:



Kings Fort Park Master Plan

The area shown below inside the polygon indicates the survey limits:





Meeting
Date: 6/26/2023

Date: 06/07/2023

Item #: 11.

Dept.: Administration

Discussion Item

SUBJECT:

Consider and take appropriate action on a proposal for professional services from Teague Nall & Perkins for the surveying, landscape architecture, and engineering services for the design of City Lakes Park Improvements at City Lake Park; and authorizing the Mayor or his designee to execute necessary documents.

BACKGROUND:

This Professional Services Agreement would authorize Teague Nall & Perkins to service as the consultant for the City Lakes Park Project and provide surveying, landscape design, engineering and construction management for the park. The cost of services is \$98,175 which is reimbursable from the Texas Parks and Wildlife Department (TPWD) Grant. The TPWD Grant is for \$750,000 and the City match of \$750,000 is being covered by the additional 73 acres acquired for the expansion of the park.

Author:
Mike Holder, City Manager

Reviewed:
Mike Holder, City Manager

Cost:

Funds Available:

Source:

Recommendation: Staff recommends approval of a proposal for professional services from Teague Nall & Perkins for the surveying, landscape architecture, and engineering services for the design of City Lakes Park Improvements at City Lake Park; and authorizing the mayor or his designee to execute necessary documents.

Safe & Secure	Business Friendly/Economic Development	Partnership & Community Involvement	Healthy & Environmentally Cons. Comm.	Financial & OPS Stewardship
☐	☐	☒	☒	☒



AUTHORIZATION FOR PROFESSIONAL SERVICES (FIXED FEE)

PROJECT NAME: CITY LAKE PARK IMPROVEMENTS

TNP PROJECT NUMBER: (KAU XXXX)

CLIENT: CITY OF KAUFMAN
ADDRESS: Kaufman City Hall
209 S. Washington St.
Kaufman, Texas 75142

City of Kaufman (the CLIENT) hereby requests and authorizes Teague Nall and Perkins, Inc., (the CONSULTANT) to perform the following services:

Article I

SCOPE: Provide surveying, landscape architecture, and engineering services for the design of CITY LAKE PARK IMPROVEMENTS at City Lake Park in Kaufman, Texas as related to the Texas Park and Wildlife Department Grant Award received by the CLIENT.

The project includes construction documents and grant administration for the following improvements identified as priorities per the grant application and working Master Plan:

- 1) Park Master Plan;
- 2) Cross Country Course;
- 3) Hike and Bike Trails;
- 4) Playground (New Inclusive Playground to Replace Existing);
- 5) Picnic Tables (Recycled Materials);
- 6) Park Benches (Recycled Materials);
- 7) Picnic Pavilion;
- 8) Disc Golf;

A detailed scope of services is included as Attachment 'A' and is made a part hereto.

Article II

COMPENSATION to be based on the following:

- A. The CONSULTANT's compensation for design services included in Attachment 'A' shall be based on a Fixed Fee of \$98,175 (Ninety-Eight Thousand One Hundred and Seventy-Five Dollars). which includes expenses such as prints, plots, photocopies, plans or documents on CD, DVD or memory devices, and mileage. Payment to the CONSULTANT shall be due in monthly installments based on the CONSULTANT's estimate of the percentage of the contact completed during the billing period.

- B. Fees: Any permit fees, filing fees, or other fees related to the project and paid on behalf of the CLIENT by the CONSULTANT to other entities shall be invoiced at 1.10 times actual cost.
- C. Additional Services: Any service provided by the CONSULTANT which is not specifically described in the scope of work for this contract as defined above or delineated in an attachment shall be considered additional services. Additional services shall include, but shall not be limited to:
- 1.) Land planning, lot layout and configuration, preliminary plat preparation, final plat preparation, zoning applications, zoning exhibits, preliminary utility plans, drainage studies and preliminary drainage plans;
 - 2.) Property research and real property surveying for easements, right-of-ways or plats;
 - 3.) Preparation of real property transfer documents, exhibits or plats;
 - 4.) Participation in real property acquisition;
 - 5.) Construction staking;

Upon authorization from the CLIENT, the CONSULTANT will perform Additional Services. Payment to the CONSULTANT for Additional Services shall be on a Fixed Fee or Hourly Reimbursable basis.

Fixed Fee Compensation for Additional Services: Payment shall be as described above for Basic Services.

Hourly Reimbursable Compensation for Additional Services: Payment shall be due in monthly installments based on the number of hours worked by each employee and the CONSULTANT'S current standard rates presented in Attachment 'B' Standard Rate Schedule. A fee equal to 3% of Additional Service labor billings shall be included on each monthly invoice for prints, plots, photocopies, plans or documents on CD, DVD or memory devices, and mileage. No individual or separate accounting of these items will be performed by the CONSULTANT.

- D. Payment Terms: CLIENT shall be billed monthly for services rendered and pay promptly upon receipt of invoice. Delays of transmitting payments to CONSULTANT more than 30 days from invoice date may result in cessation of services until payment is received.
- E. Sample Invoice: The CONSULTANT'S invoice format will match the sample invoice included in Attachment 'B-1'.

Article III

SCHEDULE: The proposed services shall begin within 10 working days of authorization to proceed. A design schedule is included as Attachment 'D' and made a part hereto.

Article IV

PROJECT LOCATION: The Project Limits are included as Attachment 'E' and made a part hereto.

Article V

CONTRACT PROVISIONS: Contract provisions are attached hereto and made a part hereof.

Please execute and return a signed copy for our files. Receipt of an executed copy of this contract will serve as notice to proceed. No work shall commence on the project until CONSULTANT receives an executed copy of this contract. By signing below, the signer warrants that he or she is authorized to execute binding contracts for the CLIENT.

Approved by CLIENT:

City of Kaufman

Signature: _____

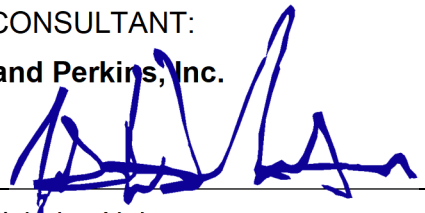
Name: _____

Title: _____

Date: _____

Accepted by CONSULTANT:

Teague Nall and Perkins, Inc.

Signature:  _____

Name: Nicholas Nelson

Title: Director of Landscape Architecture

Date: 05/16/2023

Firm Contact Information:

5237 N. Riverside Drive, Suite 100
Fort Worth, Texas 76137
817-336-5773
Contact: Nicholas Nelson

CONTRACT PROVISIONS

1. AUTHORIZATION TO PROCEED

Signing this agreement shall be construed as authorization by CLIENT for TNP, Inc. to proceed with the work, unless otherwise provided for in this agreement.

2. LABOR COSTS

TNP, Inc.'s Labor Costs shall be the amount of salaries paid TNP, Inc.'s employees for work performed on CLIENT's Project plus a stipulated percentage of such salaries to cover all payroll-related taxes, payments, premiums, and benefits.

3. DIRECT EXPENSES

TNP, Inc.'s Direct Expenses shall be those costs incurred on or directly for the CLIENT's Project, including but not limited to necessary transportation costs including mileage at TNP, Inc.'s current rate when its, or its employee's, automobiles are used, meals, lodging, laboratory tests, computer services, telephone, printing and binding charges times a multiplier of 1.10. Reimbursement for these expenses shall be on the basis of actual charges when furnished by commercial sources and on the basis of usual commercial charges when furnished by TNP, Inc.

4. OUTSIDE SERVICES

When technical or professional services are furnished by an outside source, an additional amount of 10% (actual cost times a multiplier of 1.10) shall be added to the cost of these services for TNP, Inc.'s administrative costs.

5. OPINION OF PROBABLE COST

In providing opinions of probable cost, the CLIENT understands that TNP, Inc. has no control over construction costs or the price of labor, equipment, or materials, or over the Contractor's method of pricing, and that the opinions of probable cost provided to CLIENT are to be made on the basis of the design professional's qualifications and experience. TNP, Inc. makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

6. PROFESSIONAL STANDARDS

TNP, Inc. shall be responsible, to the level of competency presently maintained by other practicing professional engineers in the same type of work in the State of Texas, for the professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Authorization. TNP, Inc. makes no other warranty, expressed or implied.

7. TERMINATION

Either CLIENT or TNP, Inc. may terminate this authorization by giving 10 days written notice to the other party. In such event CLIENT shall forthwith pay TNP, Inc. in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this Authorization shall be terminated upon completion of all applicable requirements of this Authorization.

8. MEDIATION

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and the ENGINEER agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

The CLIENT and the ENGINEER further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants retained also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

9. LEGAL EXPENSES

In the event legal action is brought by CLIENT or TNP, Inc. against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs and expenses as may be set by the court.

10. PAYMENT TO TNP, INC.

Monthly invoices will be issued by TNP, Inc. for all work performed under the terms of this agreement. Invoices are due and payable on receipt. If payment is not received within 30 days of invoice date, all work on CLIENT's project shall cease and all work products and documents shall be withheld until payment is received by TNP. Time shall be added to the project schedule for any work stoppages resulting from CLIENT's failure to render payment within 30 days of invoice date. Interest at the rate of 1½% per month will be charged on all past-due amounts, unless not permitted by law, in which case, interest will be charged at the highest amount permitted by law.

11. LIMITATION OF LIABILITY

TNP, Inc.'s liability to the CLIENT for any cause or combination of causes is in the aggregate, limited to an amount no greater than the fee earned under this agreement.

12. ADDITIONAL SERVICES

Services not specified as Basic Services in Scope and Attachment 'A' will be provided by TNP, Inc. as Additional Services when required. The CLIENT agrees upon execution of this contract that no additional authorization is required. Additional services will be paid for by CLIENT as indicated in Article II, Compensation.

13. SALES TAX

In accordance with the State Sales Tax Codes, certain surveying services are taxable. Applicable sales tax is not included in the fee set forth and will be added on and collected when required by state law. Sales tax at the applicable rate will be indicated on invoice statements.

14. SURVEYING SERVICES

In accordance with the Professional Land Surveying Practices Act of 1989, the CLIENT is informed that any complaints about surveying services may be forwarded to the Texas Board of Professional Land Surveying, 12100 Park 35 Circle, Building A, Suite 156, MC-230, Austin, Texas 78753, (512) 239-5263.

15. LANDSCAPE ARCHITECT SERVICES

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as landscape architects in Texas. The CLIENT is informed that any complaints about landscape architecture services be forwarded to the Texas Board of Architectural Examiners, Hobby Building: 333 Guadalupe, Suite 2-350, Austin, Texas 78701, Telephone (512) 305-9000, Fax (512) 305-8900.

16. INVALIDITY CLAUSE

In case any one or more of the provisions contained in this Agreement shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired thereby.

17. PROJECT SITE SAFETY

TNP, Inc. has no duty or responsibility for project site safety. Means and methods of construction and jobsite safety are the sole responsibility of the contractor.

18. DRAINAGE CLAUSE

The parties to this Agreement recognize that the development of real property has the potential to increase water runoff on downstream properties, and that such increase in runoff increases the possibility of water damage to downstream properties. The CLIENT agrees to indemnify and hold the ENGINEER harmless from any and all claims and damages arising, directly or indirectly, from water or drainage damage to downstream properties resulting from the development and construction of the Project. CLIENT shall not be required to reimburse ENGINEER for any claims or expenses arising out of the Project if it is determined by a court of competent jurisdiction that ENGINEER was negligent in the performance of its duties and obligations, and that ENGINEER's negligence was the direct cause of damage to a property downstream of the Project.

19. CONSTRUCTION MEANS AND METHODS AND JOBSITE SAFETY

Means and methods of construction and jobsite safety are the sole responsibility of the contractor.

ATTACHMENT 'A' ITEMIZED SCOPE OF SERVICES

Teague Nall and Perkins, Inc., (CONSULTANT) shall render the following professional services (**BASIC SERVICES**) necessary for the development of the project.

LANDSCAPE ARCHITECTURE ASSUMPTIONS AND EXCLUSIONS: Below are shown the assumptions and qualifiers for the landscape architecture scope of work found herein.

Assumptions:

- Project budget is \$750,000.
- Work to be included is as shown in the grant application and attached as "Exhibit A".
- It is anticipated that LIDAR topography will be used to layout the disc golf course and the soft surface cross country trail.
- The scope generally anticipates design by the landscape architect for both hardscape and planting improvements.
- Includes coordination with appropriate consultant team members such as the CLIENT, structural/civil/MEP engineer, and/or contractor as appropriate.
- Submittal for TAS/ADA review.

Exclusions:

- Public meetings or public input.
- Presentations, documents, or plans required for council presentations, "Special Exceptions", Variances or Zoning changes required by the design solutions chosen by the Owner.
- Multiple design alternatives beyond those "Submittals" described or significant site plan revisions following acceptance at each given phase of review documents.

BASIC SERVICES

SUBMITTALS & COORDINATION MEETINGS: A Landscape Architect from Consultant will attend meetings and or presentations to coordinate with other team members and the owner during the design phase. Plans and specifications will be submitted as outlined below for Owner and/or governmental review.

Included in this item:

- Up to five (5) team coordination or presentation meetings during the design phase of the project.
- Official plan review submittals as follows:
 - One (1) Schematic Design (30%) review submittal.
 - Deliverable: 24X36" B&W landscape site plan showing proposed layout, hardscape, and planting elements.
 - One (1) Design Development (60%) review submittal.
 - Deliverable: Hardscape Layout and Dimensioning, Landscape Planting, Landscape Grading/Drainage, Landscape Irrigation, Site Lighting, Sections/Elevations/Details.
 - One (1) Construction Document (90%) review submittal.
 - Deliverable: Advanced Design Development Drawings with technical specifications, quantities and schedules sufficient for competitive bidding.
 - One (1) "For Bid and Permit" submittal.
 - Deliverable: Signed and Sealed Drawing Set and Technical Specifications.
 - One (1) "For Construction" submittal.
 - Deliverable: Signed and Sealed Drawing Set incorporating bid addendum or value engineering revisions.

Not included in this item:

- Submittals for multiple early release permit drawings exceeding the total plan submittals described above.

LANDSCAPE ARCHITECTURE SERVICES: Consultant will provide design services that consist of hard and soft surface elements of the site on the ground plane. Elements typically include one entry feature sign/monument, pedestrian paving, selection and location of ornamental light fixtures, pedestrian handrails, exterior stairs and ramps as necessary for the accessible playground, site furniture, fencing, mow curbs, landscape plantings, irrigation, amenity area elements, shade structures and seat walls/retaining walls less than 36" in height.

Included in this item:

- Park Master Plan, Cross Country Course, Hike and Bike Trails, Playground (New Inclusive Playground to Replace Existing), Picnic Tables (Recycled Materials), Park Benches (Recycled Materials), Picnic Pavilion, and Disc Golf
- General Notes, Schedules and Quantities.
- Clearing/Grubbing/Minor Demolition Plan.
- Hardscape Layout & Dimensioning Plan.
- Landscape Grading and Drainage Plan.
- Landscape Planting Plan.
- Landscape Irrigation Plan.
- Enlargements and Details.
- Technical Specifications.
- Line-Item Opinion of Probable Construction Cost.

Not included in this item:

- Illustrative renderings.

STRUCTURAL ENGINEERING DESIGN: CONSULTANT will provide structural review and detailed design for the project. The plan will be completed by a Licensed Structural Engineer in the State of Texas. This item will include design of pier details, footings, foundations, reinforcement, and connections for the pavilion structure and light poles.

LANDSCAPE ARCHITECTURE BID PHASE SERVICES: During the Bid Phase, CONSULTANT will be available to provide coordination as required with prospective bidders. This may include answering pre-bid RFI's, issuing design revisions as addenda or attendance at a pre-bid conference or scoping session.

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At the CLIENT's request, a representative will attend up to five (5) Owner/Architect/Contractor (OAC) project coordination meetings during construction. At the request of the Owner, and in conjunction with the OAC meetings, CONSULTANT will visit the site at critical junctures during the course of site construction up to five (5) times. Recommended times for site visits could include:

- Paving mockups and site formwork/reinforcing.
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- Substantial Completion Walk-Through.
- Final Completion Walk-Through.

This shall not be construed as performing continuous construction inspection.

Please note the following:

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- CONSULTANT neither guarantees the performance of the Contractor nor assumes responsibility for the Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- CONSULTANT shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- CONSULTANT shall not be responsible for the acts or omissions of the Contractor or for any decision or interpretation of the Contract Documents made by the Contractor.
- While at the Site, CONSULTANT's employees and representatives shall comply with the specific applicable requirements of the Contractor's and Owner's safety programs of which CONSULTANT has been informed in writing.

SPECIAL SERVICES

TPWD GRANT COORDINATION: CONSULTANT will assist the CLIENT to prepare submittals and documentation Texas Parks and Wildlife Department (TPWD) to be reviewed in accordance with TPWD grant administration and documentation process.

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Included in this item:

- One (1) revision to the plans to respond to any deficiencies in the plans and specifications identified in the RAS plan review.
- One (1) site visit with the RAS for the final site inspection.

Not included in this item:

- Changes to plan sheets other than those representing deficiencies in the design identified by the RAS.
- Fees for the review and inspection will be submitted as a reimbursable expense.

ENVIRONMENTAL SERVICES

TOPOGRAPHIC SURVEY: CONSULTANT will perform an on the ground survey of the property under the direct supervision of a Registered Professional Land Surveyor for the areas highlighted in red in "Attachement E".

Included in this item:

- Establish horizontal control points as needed throughout the project. The basis of bearings will be the Texas Coordinate System of 1983 (North Central Zone; NAD83 (2011) Epoch 2010).
- Establish vertical benchmarks as needed throughout the project.
- The visible improvements such as curbs, walks, fences, buildings, signs, etc. will be located and shown on the survey.
- Visible utilities such as power poles, manholes and valves will be located.
- Invert information will be collected for Storm Utilities and Sanitary Sewer Utilities if present on site.
- Location, species, common name, and trunk diameter of trees over 6-inches in caliper and/or the outline of heavily wooded areas.
- Survey limits will include spot elevations on a 50-foot grid.

Deliverable = Existing Topographic drawing in a digital format showing 1foot contour intervals and the items listed above for design purposes.

Data will be delivered in Texas Coordinate System of 1983 North Central Zone (4202) scaled to Surface with a combined scale factor supplied.

Not included in this item:

- Species names of trees.
- Trees less than 6-inches in diameter.
- Tree locations and identification in heavily wooded areas.
- Surveying of trail corridor.
- Boundary surveying.
- Research or review of easements that may affect the subject tract.
- Subsurface utility engineering services.

ATTACHMENT 'B'

Compensation

The services described in Attachment A Scope of Services shall be provided for a total lump sum fee of \$98,175 (Ninety-Eight Thousand One Hundred and Seventy-Five Dollars). The overall fee total shown shall not be exceeded without prior written authorization from the CLIENT.

Payment for the services described in Attachment A Scope of Services shall be invoiced to the CLIENT on a monthly basis, based upon the percentage completed for each task. Below is a fee breakdown by task for the services described in Attachment A Scope of Services:

City Lake Park Improvements

Task	Fee
BASIC SERVICES	
<i>Submittals & Coordination Meetings</i>	\$ 7,000
<i>Landscape Architecture Services</i>	\$ 39,000
<i>Structural Engineering Design</i>	\$ 8,500
<i>Landscape Architecture Bid Phase Services</i>	\$ 2,250
<i>Landscape Construction Administration</i>	\$ 6,500
<i>Reimbursable Expenses 3%</i>	\$ 2,175
Subtotal	\$ 65,425
SPECIAL SERVICES	
<i>TPWD Grant Coordination</i>	\$ 15,000
<i>TAS/TDLR Coordination</i>	\$ 1,750
<i>Reimbursable Expenses 3%</i>	\$ 500
Subtotal	\$ 17,250
ENVIRONMENTAL SERVICES	
<i>Topographic Survey</i>	\$ 15,500
Subtotal	\$ 15,500
Total Fee for Services	\$98,175

ATTACHMENT 'C' STANDARD RATE SCHEDULE

Engineering/Landscape Architecture/ROW	Hourly Billing Rate
Principal or Director	\$250
Team Leader	\$230
Senior Project Manager	\$220
Project Manager	\$175
Senior Engineer	\$230
Project Engineer	\$160
Engineer III/IV	\$135
Engineer I/II	\$125
Landscape Architect / Planner	\$160
Landscape Designer	\$120
Senior Designer	\$140
Designer	\$130
Senior CAD Technician	\$125
CAD Technician	\$110
IT Technician	\$170
Clerical	\$80
ROW Manager	\$190
Senior ROW Agent	\$160
ROW Agent	\$125
Relocation Agent	\$160
ROW Admin	\$70
Intern	\$70
Surveying	Hourly Billing Rate
Survey Manager	\$230
Registered Professional Land Surveyor (RPLS)	\$195
Field Coordinator	\$140
S.I.T. or Senior Survey Technician	\$140
Survey Technician	\$110
1-Person Field Crew w/Equipment**	\$145
2-Person Field Crew w/Equipment**	\$175
3-Person Field Crew w/Equipment**	\$200
4-Person Field Crew w/Equipment**	\$220

Project Name: City Lake Park Improvements
Client: City of Kaufman
TNP Project #:

Flagger	\$50
Abstractor (Property Deed Research)	\$90
Small Unmanned Aerial Systems (sUAS) Equipment & Crew	\$400
Terrestrial Scanning Equipment & Crew	\$250

**Hourly
Billing
Rate**

Utility Management, Utility Coordination, and SUE

Senior Utility Coordinator	\$165	
Utility Coordinator	\$150	
SUE Project Manager	\$190	
SUE Engineer	\$170	
Field Coordinator	\$140	
Sr. Utility Location Specialist	\$140	
Utility Location Specialist	\$90	
1-Person Designator Crew w/Equipment***	\$145	
2-Person Designator Crew w/Equipment***	\$170	
2-Person Vac Excavator Crew w/Equip (Exposing Utility Only)	\$275	
Core Drill (equipment only)	\$750	per day
SUE QL-A Test Hole (0 < 4 ft)	\$1,250	each
SUE QL-A Test Hole (> 4 < 6 ft)	\$1,500	each
SUE QL-A Test Hole (> 6 < 8 ft)	\$1,750	each
SUE QL-A Test Hole (> 8 < 10 ft)	\$2,000	each
SUE QL-A Test Hole (> 10 < 12 ft)	\$2,250	each
SUE QL-A Test Hole (> 12 < 14 ft)	\$2,500	each

**Hourly
Billing
Rate**

Construction Management, Construction Engineering and Inspection (CEI)

Construction Inspector II	\$100
Construction Inspector III	\$110
Senior Construction Inspector	\$130
Construction Superintendent	\$180
Senior Project Manager	\$220

Direct Cost Reimbursables

A fee equal to 3% of labor billings shall be included on each monthly invoice for prints, plots, photocopies, plans or documents on CD, DVD or memory devices, and mileage. No individual or separate accounting of these items will be performed by TNP. Any permit fees, filing fees, or other fees related to the project and paid on behalf of the CLIENT by TNP to other entities shall be invoiced at 1.10 times actual cost.

Notes:

All subcontracted and outsourced services shall be billed at rates comparable to TNP's billing rates above or cost times a multiplier of 1.10.

* Rates shown are for 2021 and are subject to change in subsequent years.

** Survey equipment may include truck, ATV, Robotic Total Station, GPS Units and Digital Level.

Project Name: City Lake Park Improvements

Client: City of Kaufman

TNP Project #:

*** Includes crew labor, vehicle costs, and field supplies.

ATTACHMENT 'D'

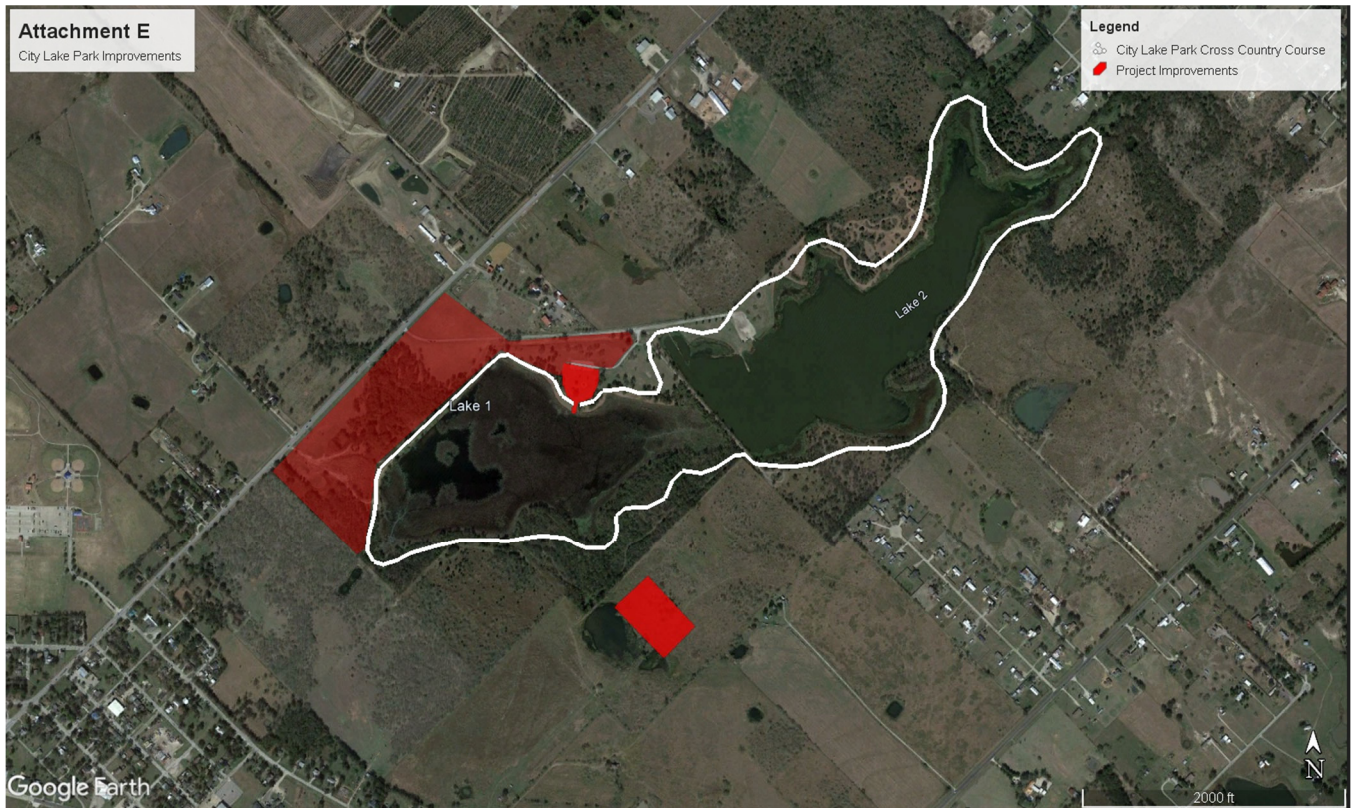
PROJECT SCHEDULE

CONSULTANT shall establish the following milestones with the CLIENT within 10 days of receiving a notice to proceed and accordingly endeavor to accomplish the work within the established schedule:

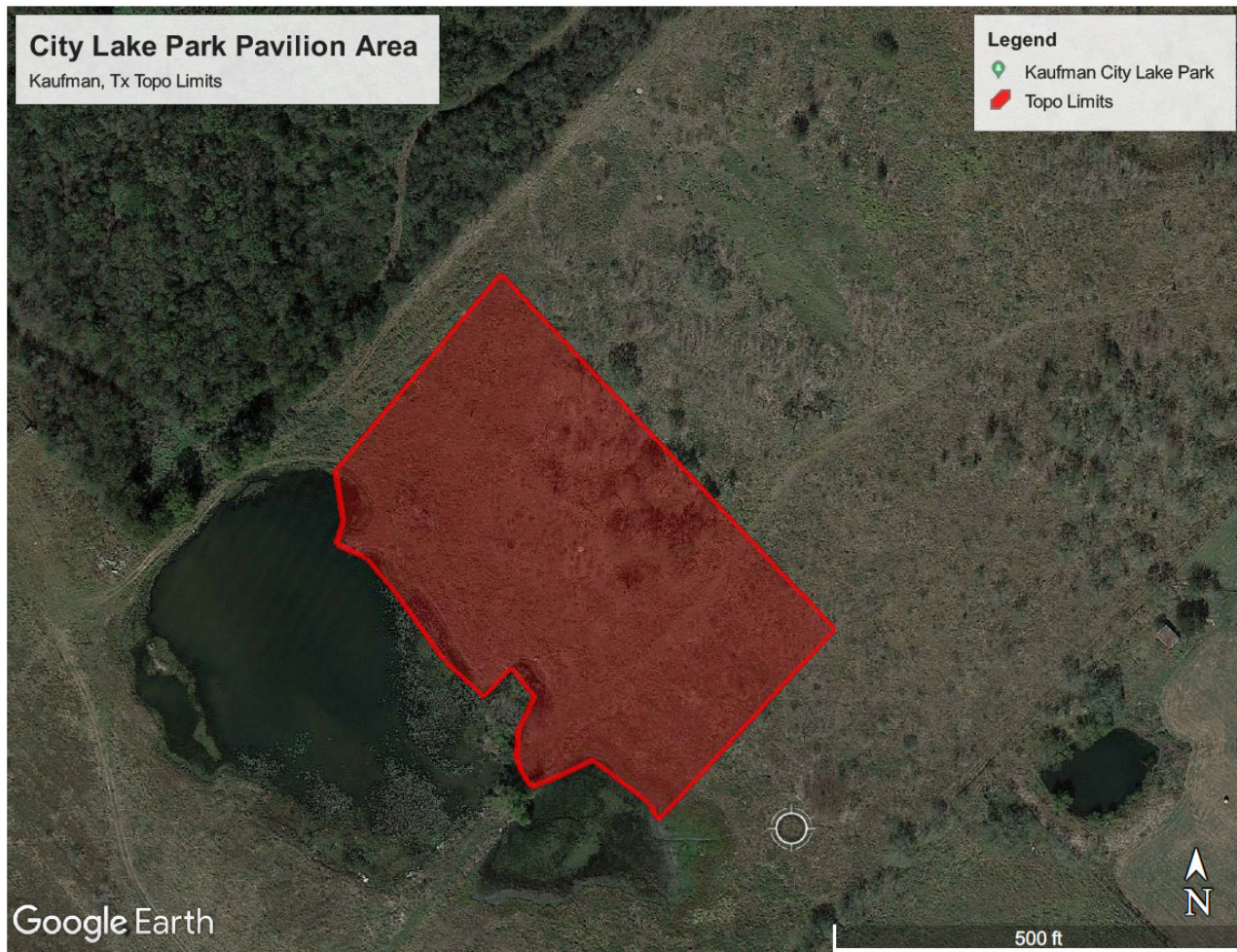
1. Perform field surveys, data collection and conceptual design in _____ calendar days from Authorization to Proceed by CLIENT and survey permission letter by property owner(s), whichever occurs latest.
2. Perform preliminary design in _____ calendar days from approval of conceptual design.
3. Provide final design and specifications in _____ calendar days from approval of preliminary design plans.
4. Allow _____ calendar days for plan approval by regulatory agencies, project construction bidding and award by the CLIENT.

ATTACHMENT 'E' PROJECT LOCATION

The areas shown below inside the red polygon indicates the areas of project improvements.



The image below indicates the future pavilion area to be surveyed.



The image below indicates the playground area to be surveyed.





Meeting
Date: 6/26/2023

Date: 06/19/2023

Item #: 12.

Dept.: Administration

Resolution

SUBJECT:

Consider and take appropriate action on Resolution R-18-23, a resolution of the City Council of the City of Kaufman, Texas, approving authorized signatories in matters pertaining to TxCDBG Grant No. CDV21-0088.

BACKGROUND:

Required to submit for the administration of the CDBG Community Development Fund - 2021.

Author:

Mike Holder, City Manager

Reviewed:

Mike Holder, City Manager

Cost:

Funds Available:

Source:

Recommendation: Staff recommends approval of Resolution R-18-23 as presented.

Safe & Secure	Business Friendly/Economic Development	Partnership & Community Involvement	Healthy & Environmentally Cons. Comm.	Financial & OPS Stewardship
☐	☐	☐	☐	☐

RESOLUTION R-18-23

A RESOLUTION OF THE CITY COUNCIL OF CITY OF KAUFMAN, TEXAS DESIGNATING AUTHORIZED SIGNATORIES TO ACT AS THE CITY'S EXECUTIVE OFFICERS AND AUTHORIZED REPRESENTATIVES IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT (TxCDBG) CONTRACT NUMBER CDV21-0088.

WHEREAS, the City of Kaufman, Texas has received a Texas Community Development Block Grant award to provide water improvements, and

WHEREAS, it is necessary to appoint persons to execute contractual documents and documents for requesting funds from the Texas Department of Agriculture, and

WHEREAS, the City Council of the City of Kaufman is committed to compliance with federal, state, and program rules, including the current TxCDBG Project Implementation Manual.

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

SECTION 1. That the above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2. That the City Council directs and designates the following to act in all matters in connection with the City's participation in Texas Community Development Block Grant contract #CDV21-0088:

- The Mayor, City Manager, and Assistant City Manager shall serve as the City's Chief Executive Officer and Authorized Representative to
 - execute contractual documents,
 - certify environmental review documents between the Texas Department of Agriculture and the City,
 - certify the payment request form and/or other forms required for requesting funds to reimburse project costs, and
 - be assigned the role of Authorized Official in the TDA-GO grant management system.
- In addition to the above-designated officials, the City Secretary be authorized to
 - certify the payment request form and/or other forms required for requesting funds to reimburse project costs,
 - prepare and submit other financial documentation, and
 - be assigned the role of Project Director or Payment Processor in the TDA-GO grant management system.

SECTION 3. That all funds will be used in accordance with all applicable federal, state, local, and programmatic requirements including but not limited to procurement,

environmental review, labor standards, real property acquisition, and civil rights requirements.

SECTION 4. That it further be stated that the City of Kaufman is committing \$190,000.00 from its water fund as a cash contribution toward the construction, engineering, and administration activities of this water project.

SECTION 5. That this Resolution shall become effective immediately upon its passage.

Passed and approved this 26th day of June 2023.

**JEFF JORDAN
MAYOR**

ATTEST:

**JESSIE HANKS
CITY SECRETARY**

APPROVED AS TO LEGAL FORM:

**PATRICIA A. ADAMS
CITY ATTORNEY**



Meeting
Date: 6/26/2023

Date: 06/13/2023

Item #: 13.

Dept.: Administration

Ordinance

SUBJECT:

Consider and take appropriate action on Ordinance O-11-23, an ordinance of the City Council of the City of Kaufman, Texas, repealing Division 2 "Curfew" of Article 8.02 "Minors" of Chapter 8 "Offenses and Additional Provisions" of the Code of Ordinances, City of Kaufman, Texas to repeal regulations imposing a curfew on persons under the age of eighteen and the associated criminal penalty; providing for the incorporation of premises; providing severability; and providing an effective date of September 1, 2023.

BACKGROUND:

The State of Texas approved House Bill 1819 which repealed the authority of political subdivisions to adapt or enforce juvenile curfews. This new law will go into effect on September 1, 2023. Therefore, the City of Kaufman must repeal the juvenile curfew ordinance so we are not in conflict with State Law.

Author:
Mike Holder, City Manager

Reviewed:
Mike Holder, City Manager

Cost:

Funds Available:

Source:

Recommendation: Staff recommends approval of Ordinance O-11-23 as presented.

Safe & Secure	Business Friendly/Economic Development	Partnership & Community Involvement	Healthy & Environmentally Cons. Comm.	Financial & OPS Stewardship
☐	☐	☐	☐	☐

ORDINANCE NO. O-11-23

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KAUFMAN, TEXAS, REPEALING DIVISION 2 “CURFEW” OF ARTICLE 8.02 “MINORS” OF CHAPTER 8 “OFFENSES AND ADDITIONAL PROVISIONS” OF THE CODE OF ORDINANCES, CITY OF KAUFMAN, TEXAS TO REPEAL REGULATIONS IMPOSING A CURFEW ON PERSONS UNDER THE AGE OF EIGHTEEN AND THE ASSOCIATED CRIMINAL PENALTY; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE OF SEPTEMBER 1, 2023.

WHEREAS, in 1999, the City Council adopted Ordinance O-19-99 establishing a juvenile curfew (“juvenile curfew ordinance”) in the City of Kaufman, Texas which is codified in Division 2 “Curfew” of Article 8.02 “Minors” of Chapter 8 “Offenses and Additional Provisions” of the Code of Ordinances, City of Kaufman, Texas; and

WHEREAS, the juvenile curfew ordinance was re-adopted by the City Council in 2002, 2005, 2008, 2011, 2017, and 2020 pursuant to state law; and

WHEREAS, in 2023, the 88th Texas Legislature approved House Bill No. 1819 which repealed the authority of political subdivisions to adopt or enforce juvenile curfews; and

WHEREAS, House Bill No. 1819 takes effect on September 1, 2023; and

WHEREAS, it is the desire of the City Council to repeal the juvenile curfew ordinance in accordance with the new legislation.

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

SECTION 1. INCORPORATION OF PREMISES. The premises set forth above are the stated findings of the City Council of the City of Kaufman, serve as the basis for and are incorporated into this Ordinance as if written word for word.

SECTION 2. REPEAL. Division 2 “Curfew” of Article 8.02 “Minors” of Chapter 8 “Offenses and Additional Provisions” of the Kaufman Code of Ordinances is hereby repealed in its entirety effective September 1, 2023.

SECTION 3. SEVERABILITY. If any subsection, sentence, clause, phrase, or word of this Ordinance or application of it to any person, structure, gathering, or circumstance is held to be invalid or unconstitutional by a decision of a court of competent jurisdiction, then such decision will not affect the validity of the remaining portions of applications of this Ordinance.

SECTION 4. EFFECTIVE DATE. This Ordinance shall become effective on September 1, 2023.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF KAUFMAN
THIS 26th DAY OF JUNE 2023.**

APPROVED:

Jeff Jordan, Mayor

ATTEST:

Jessie Hanks, City Secretary

APPROVED AS TO FORM:

Patricia A. Adams, City Attorney

SAT., JULY 1

RED WHITE

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PRESENTED BY:  Kaufman &

MOTOR PARTS+
WWW.MOTORPARTSKAUFMAN.COM
 **AUTO PARTS** DISTRIBUTOR

9:00 AM: DOWNTOWN PARADE

Plus Downtown Kaufman Shopping

8:00 AM - 12:00 PM: CAR SHOW & ACTIVITIES

Family Friendly Activities

4:00 PM: KAUFMAN SPORTS COMPLEX

\$20 Per Carload

4:00-5:00 PM: DARRIN MORRIS BAND

5:15-6:15 PM: JAKE BUSH

6:30-7:45 PM: THE MARCUS LINDSEY BAND

8:00-9:30 PM: BART CROW

**FIREWORKS
AFTER DARK**



WWW.KAUFMANEVENTS.COM



DISCUSSION ITEMS REPORT (DIR)

Project Title	Department	Agenda Date	Entered Date	Status/Notes	Strategy Map
Splash Pad	Parks & Rec	TBD	10/23/2018	Shannon Park under construction	2,3,4
Thoroughfare Plan Update	Development Serv	TBD	10/23/2018	In Progress	2,5
Bldg Standards Commission Ordinance	Development Serv	9/1/2019	10/23/2018	BSC to review	4
South Pointe	Development Serv		2/3/2021	Ground breaking occurred 10/22	2,3,4
Subdivision Ordinance Update	Development Serv	1/27/2020	10/23/2018	In progress	5
Fire Department Facility Improvements	Admin/Public Safety			Drainage improvements completed	1,2,5
City Lakes Emer Action Plan	Public Works	TBD	8/7/2019		5
Disc Golf Course	Admin/PW	TBD	8/23/2019	TPWD Grant Awarded	2,3,4
Washington Street Utility Relocation	Admin/PW	TBD	10/1/2019	SUE forwarded to TxDOT	2,5
TPW Grant for City Lake Park	Parks & Rec	TBD	12/10/2019	TPWD Grant Awarded	4,5
Comprehensive Plan	Admin		8/26/2020	Need to update plan/Exploring Grant Opportunities	2,3,4,5
Website Update	Admin		1/26/2021	Planning Phase- kick off meeting on 1/30/2023	2,3
Street Maintenance Program	Public Works		1/29/2021	Budget Approved, Phase 1 & 2 complete. Start Phase 3.	2,4,5
Storm Drainage Projects	Public Works		1/29/2021	Phase 2 Under Construction	2,4,5
North & South Water Tower Rehab	Public Works		1/29/2021	South Tower Rehab Completed	4,5
Body Cameras	PD		2/2/2021	Implementing and training underway	1,3,5
Shannon Park Updates	Admin/PW	4/26/2021	4/26/2021	Contract Awarded 042522	3,4,5
Inclusive Park	Admin/PW		4/29/2021	TPWD Grant Awarded	3,4,5
Connector Road	Admin		4/29/2021	County has project under design	2,3,5
AMI	Admin/PW		4/29/2021	Installation complete	4,5
Northeast Utility Project	Admin/PW		9/17/2021	Developer's agreements approved	1,2,3,4,5
City Lakes Park/Lower Lake Improvements	Admin/PW		9/23/2021	Working on Cost Estimate and Scope	4
Downtown Square Landscape Update	PW/Admin		9/23/2022	Notice to Proceed for January 3, 2023	3,4
Kings Fort Park	PW/Admin		7/27/2022	TPWD Grant Awarded	3,4,5
Hike & Bike Trail	Admin		7/27/2022	Master Concept Plan & First Segment complete	3,4,5
Arts Council	Admin	TBD	3/15/2023	Public Private Partnership	3,4
City Hall Front Plaza	Admin	TBD	5/15/2023	CM Contingency	4,5

DISCUSSION ITEMS REPORT (DIR)

COMPLETED

Project Title	Project Lead	Agenda Date	Entered Date	Status/Notes	
PID Creation Resolution	Dev Svc/Admin	11/13/2018	10/24/2018	Complete	
TIRZ Creation Ordinance Amendment	Dev Svc/Admin	11/13/2018	10/24/2018	Complete	
TIRZ Project Reprioritization Resolution	Dev Svc/Admin	11/13/2018	10/24/2018	Complete	
Home Improvement Incentive Program	Development Serv	11/13/2018	10/23/2018	Complete	
Budget Book Submission to GFOA	Finance		10/23/2018	Complete	
Interlocal Agreement w/County for PID	Finance		10/30/2018	PID Assessment for Georgetown in 2020	
WWTP Priority Project List	Public Works	11/13/2018	10/23/2018	Mark Hill - Consultant	
2600 Commerce Way Permit Ready	Development Serv	NA	11/6/2018	Complete Permit Issued 11/26/2018	
600 N Nash KC Street Barn Permit Issued	Development Serv	NA	11/6/2018	Complete Finaled 01/04/2019	
Rev Ch 22 & 46 7500SF F Sprinkler Req	elopment Serv	01/28/2019 02/25/2019	1/21/2019	Complete 02/25/2019	
Realtor PID Training	Admin	NA		Complete 4/23/2019	
Fee Schedule Update	Development Serv		6/4/2019	Approved by Council	
Bureau Veritas Contract Update	Development Serv		6/4/2019	Approved by Council	
Park Master Plan Update	Parks & Rec	8/5/2019	10/23/2018	Approved by Council	
34/243 Signal Installation	Public Works		10/23/2018	Complete	
HR Coordinator	Admin		12/17/2018	Admin/HR Assistant Full-Time Sept. 30	
Agenda Software Installation/Training	Admin		10/23/2018	Complete	
5 Year CIP	Admin	11/25/2019	11/25/2019	Work Session 12/16/19	
Water & Street Impact Fee Update	Development Serv		6/10/2019	Council approved 12/16/19	
Intern Program	HR	TBD	12/10/2019	Policy to Council 3/30/20	3,5
WWTP Finance Application	Finance	11/13/2018	10/23/2018	GTUA Approval	5
PD/FD Safety Equipment Grant	Public Safety	TBD	3/3/2020	Application Submitted	1
Street Maintenance Priorities	PW/Admin		2/27/2019	List Presented to Council/Incorporated into 5 Year CIP	5
Traffic Signal 1388@34 Bypass	Admin		1/28/2020	Final Construction Underway	1
Solid Waste RFP	Admin	TBD	5/18/2020	Contract Finalized and Approved	4,5
PD Body Camera Grant	PD	4/27/2020	5/19/2020	Grant not awarded	1,5
Civic Center	Admin	7/22/2019		Accepted 01/25/21	2,3
Phase II - Street Bond	Public Works	10/28/2019	10/23/2018	Accepted 01/25/21	5
TxDOT Turnback	Admin	12/17/2018	11/6/2018	Accepted 01/25/21	2,3,5
City Lakes Park Fence	Public Works		1/26/2021	Complete	
Building Official	Development Serv		12/10/2020	Hired	
54-Acre Development	Development Serv	5/18/2020	10/23/2018	PD to Council 05/18/2020	2,3,4
Building Code Update	Development Serv	10/28/2019	6/4/2019	Approved O-28-19	5
Park Dedication Ordinance	Development Serv	1/25/2021	10/23/2018	PH continued to 2/22/2021	4,5
Police Department Server	PD		1/29/2021	Ordered thru TSM	1,5
Tree Mitigation Ordinance	Development Serv		2/24/2021	Approved	4,5
Kaufman Lake	Admin/PW		1/8/2019	Sold April 2021	2,4,5
Downtown Parking	Admin		1/16/2019	2 Hour Parking Signs going up	2
Fire Engine Replacement	FD	1/25/2021	1/25/2021	Lease Approved	1,5
Greenlight City/EDC Marketing	Admin/EDC		6/16/2020	Greenlight Retainer	1,2
Kaufman Square Speakers	Admin/PW	TBD	10/22/2019	Installation Complete	2,3
Fire Department 5 Year Plan	FD		8/26/2020	Presented at Council Retreat 4/2021	2,5
TIRZ #2	Admin		8/6/2020	PPFP Approved 082420	2,3,4
Tabor Parkway Expansion	PW/Admin			Complete	2,3,5
IT Services RFP	Admin		1/6/2022	Contract award 2/28/22	1,5
Marlow Development	Development Serv	4/22/2019	10/23/2018	Construction Underway	2
Recodification of City Ordinances	Admin	11/13/2018	10/23/2018	Franklin Review	5
Kaufman Estates	PW/Admin	10/28/2019		No Action	5
Sports Complex Parking Lot Paving	PW/Admin	4/25/2022	4/26/2022	Completed	4
Digital Gateway Signage	Admin	TBD	8/17/2020	Could not get an approved site	2,3
Former Senior Center Demo	Development Serv		11/8/2021	Property sold and closed 12/29/22	4
Sports Complex Football Fields/Lighting/S	PW/Admin		9/23/2022	Complete	3,4
High Speed Internet	Admin			Suddenlink live/CIP installing	2,3,5
COVID - 19	Admin/Public Safety	TBD	3/11/2020	Action Plan in Place	4,5



DATE: June 9, 2023

TO: Kaufman County

FROM: Teresa Elliott; Project Manager

RE: May 2023 Ridership Report

Demand Reponse	September	October	November	December	January	February	March	April	May	June	July	August	YTD
Total Trips	2,590	2,625	2,453	2,434	2,436	2,396	3,244	2,540	2,732				23,450
Days of Service	21	21	20	20	18	17	23	19	22				181
Avg. Daily Trips	123	125	123	122	135	141	141	134	124				130
Elderly & Disabled Trips	1,713	1,737	1,693	1,769	1,732	1,685	2,300	1,992	1,646				16,267
E&D Percentage	66%	66%	69%	73%	71%	70%	71%	78%	60%				69%

STARNow	September	October	November	December	January	February	March	April	May	June	July	August	YTD
Total Trips	949	831	750	763	759	557	737	809	708				6,863
Days of Service	21	21	20	20	18	17	23	19	22				181
Avg. Daily Trips	45	40	38	38	42	33	32	43	32				38
Median Wait Time (mins)	21.50	26.23	31.45	31.28	18.50	26.37	24.68	34.00	26.47				26.72

Completed Boardings ⓘ Avg. Boardings Per Service Hr. ⓘ Boarding Cancellations ⓘ Boarding Cancellations (No-Show) ⓘ Cancellation Percentage ⓘ Cancellation Percentage (No Show) ⓘ

708 0.98 321 41 31.2 % 3.98 %

Total Requests ⓘ Completed Requests ⓘ No Drivers Available Requests ⓘ Request Cancellations ⓘ Request Cancellations (No Show) ⓘ Avg. # of Requests per Rider ⓘ

970 669 1 300 37 5.57

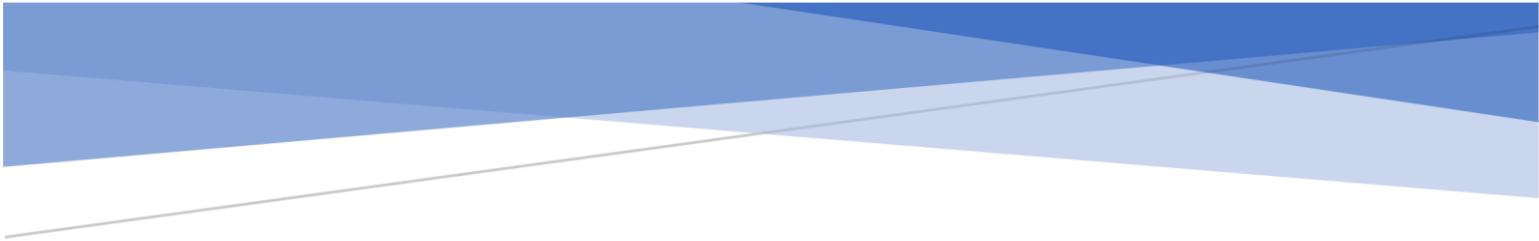
Avg. Travel Duration ⓘ Avg. Travel Distance ⓘ Mean Wait Time ⓘ Median Wait Time ⓘ Bookings from Admin Panel ⓘ Bookings from Rider Mobile App ⓘ Bookings from Rider Web ⓘ

13.86 min 3.48 mi 53.65 min 26.47 min 66.53 % 33.47 % 0 %

Flag Down Bookings ⓘ Avg. # Riders per Request ⓘ

0 % 1.06

STARNow Trips By City	September	October	November	December	January	February	March	April	May	June	July	August	YTD
Kaufman	58	48	28	34	19	12	22	25	9				255
Forney	59	35	70	47	78	54	79	64	31				517
Terrell	832	748	652	682	662	491	636	720	668				6,091



CITY OF KAUFMAN

Compliance Reporting May 2023

Prepared By: Barker, Corey D
cbarker@careflite.org

Wednesday, June 21, 2023

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City of Kaufman Non-Transport Summary 2

City of Kaufman Response Time Analysis 3

City of Kaufman Last 100 Responses 3

City of Kaufman Response Summary

	Responses	Transports	Exceptions	Compliance %	Transport %
Priority 1 <8:59	33	23	3	91%	70%
Priority 2 <11:59	72	41	5	93%	57%
Priority 3 <14:59	20	14	0	100%	70%
Emergency Transfers<0:59:59	92	82	32	65%	89%
Non-Emergency Transfers<0:15	60	57	13	78%	95%
Helicopter	13	13			
Totals	290	230			65.55%

City of Kaufman Transport Summary

Transport Summary:

	Number	Percentage
Baylor Scott and White Dallas	5	2%
Baylor Scott and White Sunnyvale	2	1%
Baylor Scott and White Lakepointe Rowlett	0	0%
Baylor Scott and White Lakepointe Forney	0	0%
Childrens Medical Center	6	3%
Dallas Regional Medical Center	3	1%
Medical City Dallas	2	1%
Parkland	1	0%
Texas Health-Dallas	73	34%
Texas Health- Kaufman	62	29%
Texas Health -Plano	4	2%
Texas Health-Rockwall	2	1%
UT Health- Athens	3	1%
UT Health- Tyler	1	0%
UT Health- Cedar Creek	0	0%
VA Medical Center Dallas	0	0%
Other Hospitals	11	5%
Nursing home, residence, other	42	19%
Totals	217	100%

City of Kaufman Non-Transport Summary

	Number	% of Total
Patient Refusal/Treat No Transport	28	47%
Pt is DOS	0	0%
Cancellation- No Patient	32	53%
Totals	60	100%

City of Kaufman Response Time Analysis

Average Response Time
City Wide--Emergency Calls

0:06:39

City of Kaufman Last 100 Responses

	Responses	Exceptions	
Last 100 Calls			
Priority 1	100	14	86%
Priority 2	100	8	92%
Priority 3	100	4	96%
<i>Average Last 100</i>			91%



KAUFMAN FIRE DEPARTMENT MONTHLY DASHBOARD REPORT MAY 2023

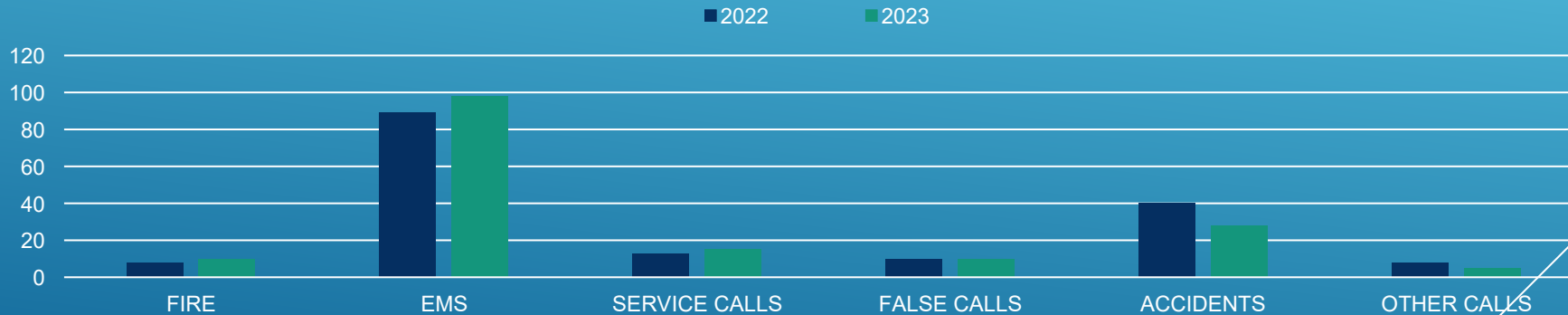




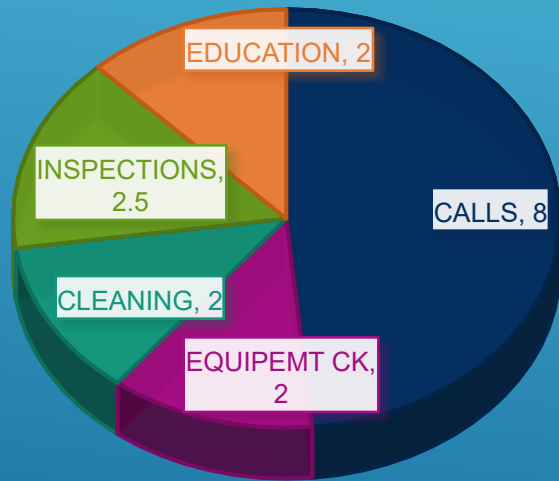
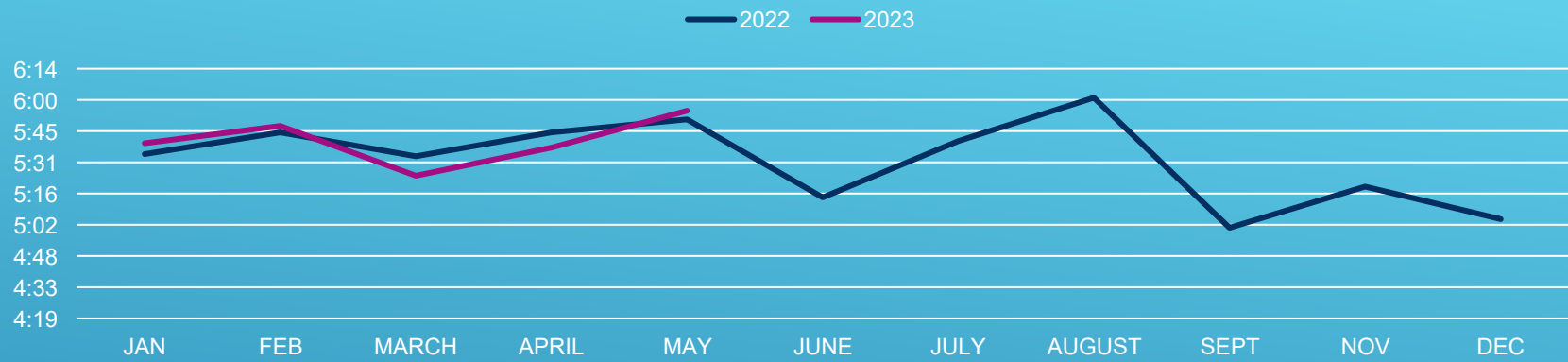
	2022 MAY	2023 MAY	MONTHLY INCREASE / DECREASE %	FISCAL YTD OCT. 21 TO MAY 22	FISCAL YTD OCT. 22 TO MAY 23	FISCAL YTD INCREASE / DECREASE %
FIRE CALLS	8	10	25%	63	119	89%
RESCUE & EMERGENCY MEDICAL SERVICES	89	98	10%	803	882	10%
HAZARDOUS CONDITIONS	40	15	-63%	167	114	-46%
SERVICE / GOOD INTENT CALLS	13	15	15%	102	131	22%
FALSE ALARMS & FALSE CALLS	10	10	0%	53	70	24%
ACCIDENTS	40	28	-30%	341	263	-30%
OTHER INCIDENTS	4	5	25%	61	50	-22%
TOTAL CALLS	204	197	-3%	1590	1629	2%



MAY 2023



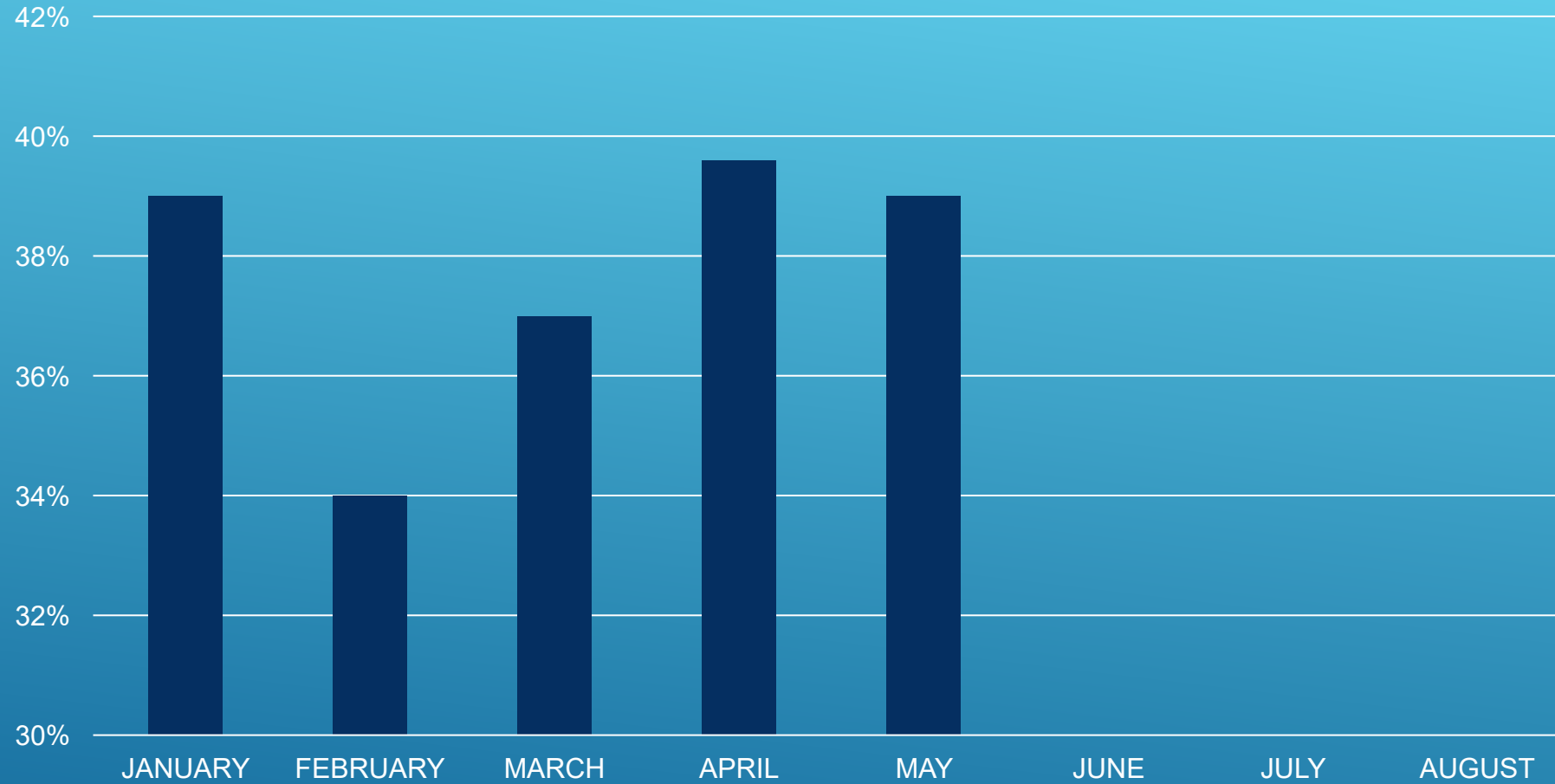
MONTHLY RESPONSE TIMES



SHIFT HOURLY UTILIZATION 39.6 %

NFPA NATIONAL STANDARDS 25% TO 30% MAXIMUM

MONTHLY HOURLY UTILIZATION



MAY PREVENTION REVIEW

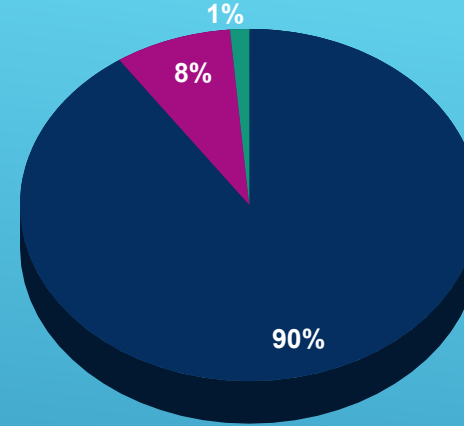
3 DEVELOPMENT PLANS REVIEWED

CONDUCTED 37 FIRE SAFETY
INSPECTIONS

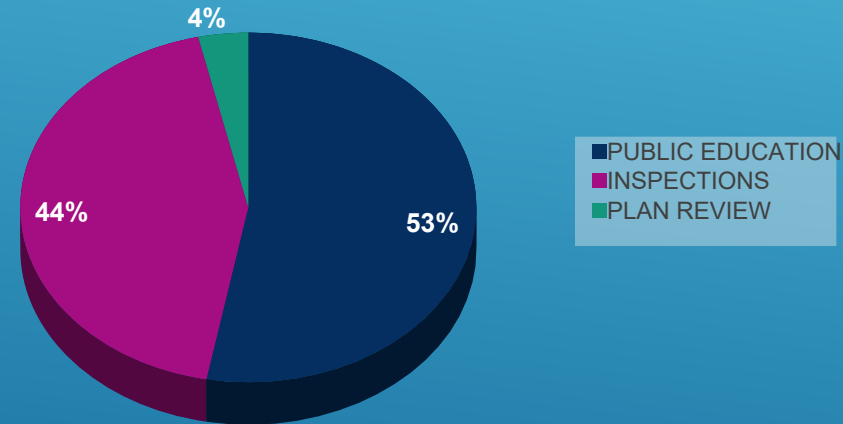
PERFORMED 1 CONSTRUCTION
SITE FIRE SPRINKLER HYDRO
TESTS

PASSED OUT FIRE PREVENTION
MATERIALS TO APPROX. 45
CITIZENS

YEARLY 2022



MAY 2023



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PERSONNEL CONTINUING EDUCATION

FIRE

BUILDING CONSTRUCTION & MUNICIPAL WATER SUPPLY

EMS

BANDAGING AND SPLINTING

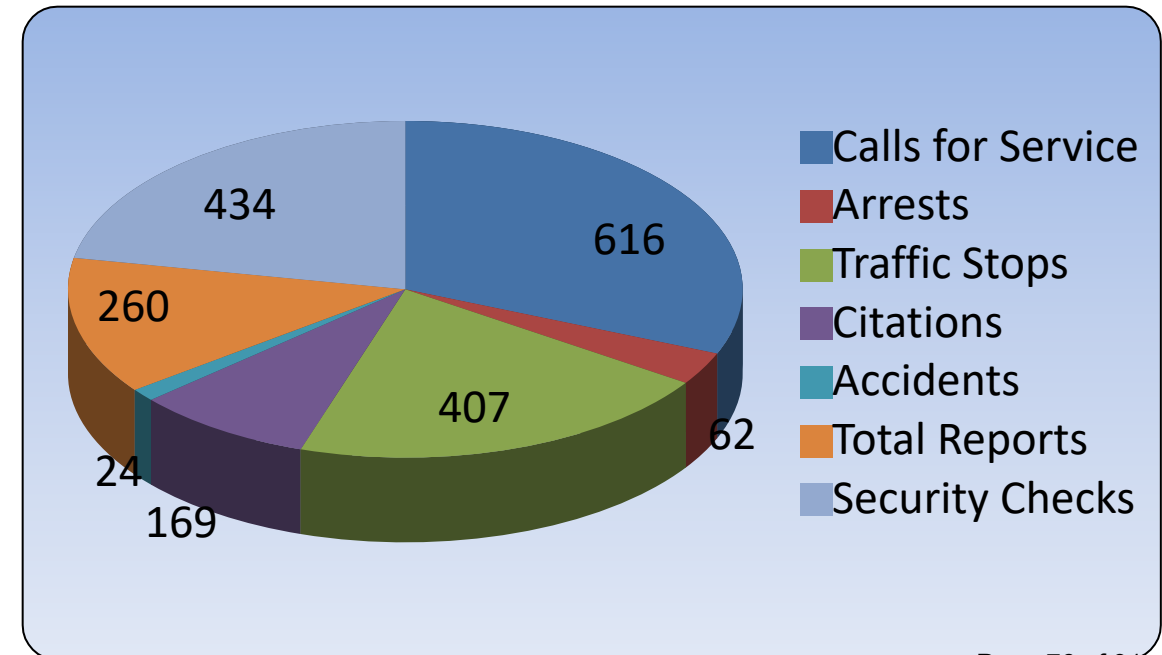
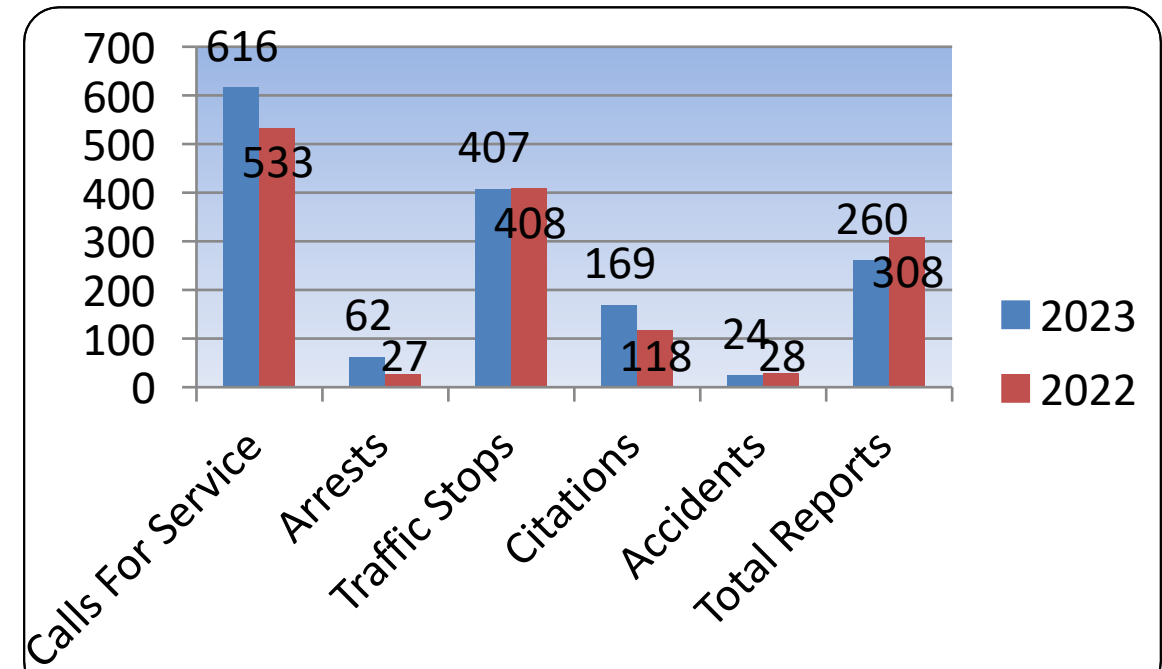


KAUFMAN POLICE DEPARTMENT

PATROL ACTIVITY MAY 2023

May 2023, Kaufman Police Department's Patrol Division Activity:

- **616** Calls For Service, Including Accidents
- **24** Traffic Accidents
- Completed **434** Homes, Parks, & Business Checks
- Completed **407** Traffic Stops
- Completed **61** Offence Reports
- Completed **199** Incident Reports
- Completed **260** Reports
- Made **62** Arrests
- Average monthly response time to calls is **4:49** minutes.



Community Engagement May 2023

Social Media Posts, Facebook Followers 12,691.

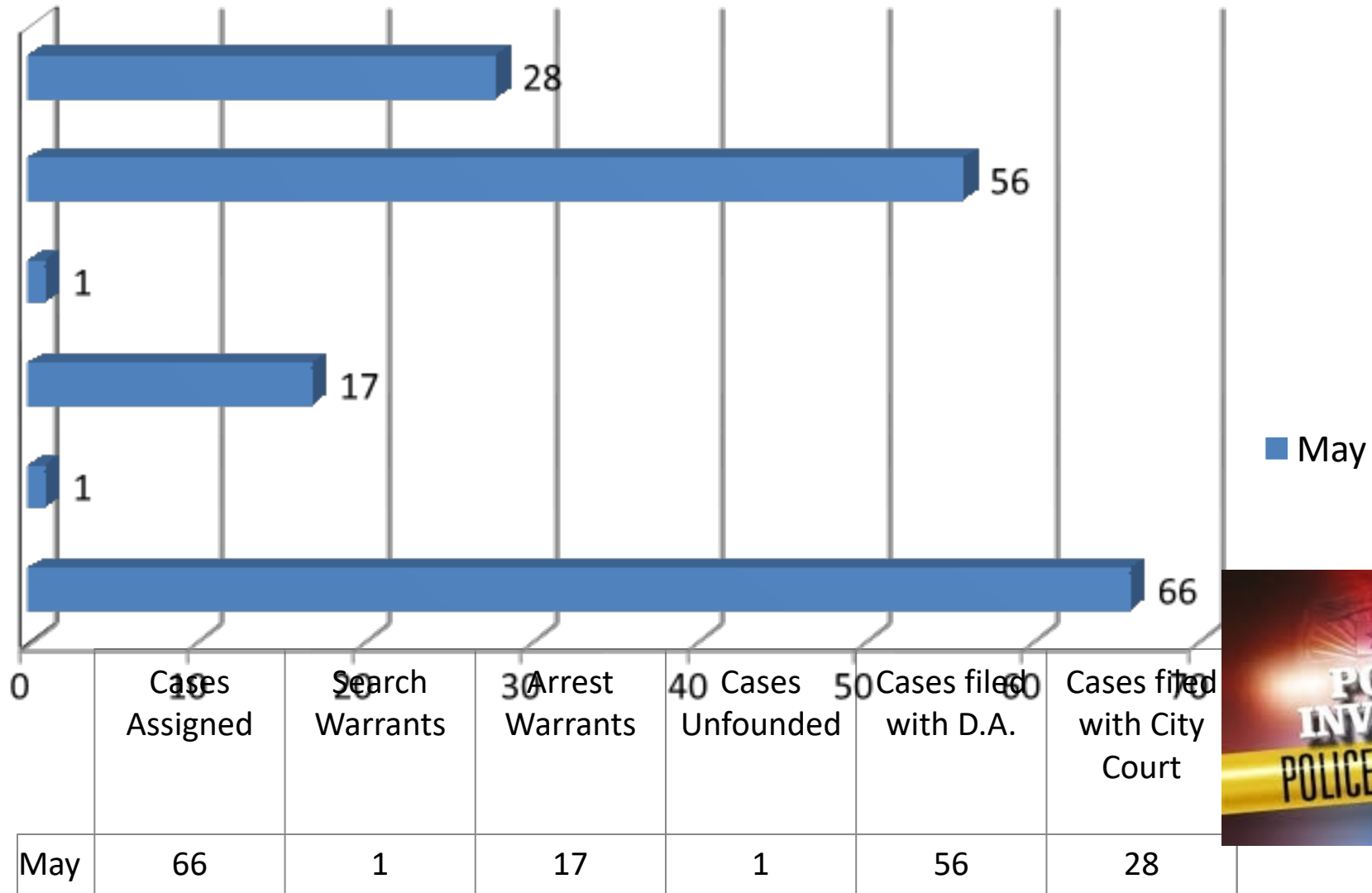
Events attended by Kaufman Police Department employees:

- Kaufman PD worked the Protest on the square on Saturday, May 13, 2023.
- Chief L. Edwards attended The Center's Food Drive Car Show and entered a Kaufman P.D. Patrol Unit in the event on May 27, 2023.
- Police Week May 15-19.
- Sgt J. Stastny attended the multi agency MDT meeting for child abuse victims to work on cases.
- Sgt C. Leftwich attended an active shooter planning meeting at the Texas Healthcare Hospital of Kaufman on May 25, 2023.
- Grant funded Ballistic Shields arrived on May 25, 2023, and were put into service.
- May 31, 2023, Police Captain Interview Board was held.
- Officer A. Wall met with supporters from the Landmark Church of Christ and was given some snacks.
- Officer M. Turner met with Supporters from the Kemp Care Center and was given a pie.

Training

- The Body Worn Camera Training is finished, and the Body Worn Cameras went into service on June 01, 2023.



Kaufman Criminal Investigations Division
May 2023



Year to Date Comparison Report

Printed On: 06/07/2023

Page 1 of 3

Beginning Date: 01/01/2023

Ending Date: 05/31/2023

Offenses Known to Police

Agency: KAUFMAN PD

Classification of Offenses	Offenses Reported	Offenses Cleared	Projected Rate/1000	Last YTD Reported	Percent Change
Animal Cruelty, Total	0	0	0.00	0	-
Arson, Total	0	0	0.00	0	-
Assault Offenses, Total	23	11	2.94	17	35.29%
Aggravated Assault	5	1	0.64	9	-44.44%
Intimidation	0	0	0.00	0	-
Simple Assault	18	10	2.30	8	125.00%
Bribery, Total	0	0	0.00	0	-
Burglary/Breaking and Entering, Total	12	0	1.53	1	1100.00%
Counterfeiting/Forgery, Total	4	0	0.51	2	100.00%
Destruction/Damage/Vandalism of Property, Total	17	4	2.17	5	240.00%
Drug/Narcotic Offenses, Total	121	113	15.46	85	42.35%
Drug Equipment Violations	36	36	4.60	29	24.14%
Drug/Narcotic Violations	85	77	10.86	56	51.79%
Embezzlement, Total	7	4	0.89	1	600.00%
Extortion/Blackmail, Total	0	0	0.00	1	-100.00%
Fraud Offenses, Total	4	2	0.51	2	100.00%
False Pretense/Swindle/Confidence Game	0	0	0.00	0	-
Credit Card/Automatic Teller Machine Fraud	1	0	0.13	0	-
Welfare Fraud	0	0	0.00	0	-
Wire Fraud	0	0	0.00	0	-
Hacking/Computer Invasion	0	0	0.00	0	-
Identity Theft	0	0	0.00	0	-
Impersonation	3	2	0.38	2	50.00%
Gambling Offenses, Total	1	1	0.13	0	-
Betting/Wagering	0	0	0.00	0	-
Operating/Promoting/Assisting Gambling	1	1	0.13	0	-
Sports Tampering	0	0	0.00	0	-



Year to Date Comparison Report

Printed On: 06/07/2023

Page 2 of 3

Beginning Date: 01/01/2023

Ending Date: 05/31/2023

Offenses Known to Police

Agency: KAUFMAN PD

Classification of Offenses	Offenses Reported	Offenses Cleared	Projected Rate/1000	Last YTD Reported	Percent Change
Gambling Equipment Violations	0	0	0.00	0	-
Homicide Offenses, Total	0	0	0.00	0	-
Murder and Nonnegligent Manslaughter	0	0	0.00	0	-
Negligent Manslaughter	0	0	0.00	0	-
Human Trafficking, Total	0	0	0.00	0	-
Human Trafficking, Commercial Sex Acts	0	0	0.00	0	-
Human Trafficking, Involuntary Servitude	0	0	0.00	0	-
Kidnapping/Abduction, Total	0	0	0.00	1	-100.00%
Larceny/Theft Offenses, Total	49	12	6.26	23	113.04%
Motor Vehicle Theft, Total	10	1	1.28	2	400.00%
Pornography/Obscene Material, Total	6	0	0.77	3	100.00%
Prostitution Offenses, Total	0	0	0.00	0	-
Assisting or Promoting Prostitution	0	0	0.00	0	-
Prostitution	0	0	0.00	0	-
Purchasing Prostitution	0	0	0.00	0	-
Robbery, Total	0	0	0.00	1	-100.00%
Sex Offenses, Total	3	1	0.38	3	0.00%
Fondling	3	1	0.38	2	50.00%
Rape	0	0	0.00	1	-100.00%
Sexual Assault with an Object	0	0	0.00	0	-
Sodomy	0	0	0.00	0	-
Sex Offenses, Non-Forcible, Total	0	0	0.00	0	-
Statutory Rape	0	0	0.00	0	-
Incest	0	0	0.00	0	-
Stolen Property Offenses, Total	1	1	0.13	1	0.00%
Weapons Law Violations, Total	6	6	0.77	1	500.00%
Group A Offense, Total	264	156	33.72	149	77.18%



Year to Date Comparison Report

Printed On: 06/07/2023

Page 3 of 3

Beginning Date: 01/01/2023

Ending Date: 05/31/2023

Offenses Known to Police

Agency: KAUFMAN PD

Classification of Offenses	Offenses Reported	Offenses Cleared	Projected Rate/1000	Last YTD Reported	Percent Change
Crimes Against Person, Total	26	12	3.32	21	23.81%
Crimes Against Property, Total	104	24	13.28	39	166.67%
Crimes Against Society, Total	134	120	17.12	89	50.56%
Officers Killed or Assaulted YTD	0			2	-100.00%

May 2023, Kaufman Code Enforcement Located or Responded To-

- Total Violations – 110
- Cases Opened/First Notice Sent – 36
- Second Notice of Violation Sent – 4
- Cases Sent To Court – 1
- Cases Closed – 48
- Current Active Cases - 23



May 2023, Kaufman Animal Control Responded To-

- 84 Calls For Service
- 4 Follow-up Calls
- Warnings Issued – 4
- Citations Issued – 1
- Traps Set – 4

Animals Captured

On Calls – 35

On View – 2

Animals Turned Over

To Owner – 4

To Humane Society – 29

Dead Animals Recovered: - 4

Non-Domestic Animals Captured – 0





Development Services
May Monthly Report
Permits Issued: 05/01/2023 - 05/31/2023

Permit Title	Project Address	Credential Contacts	Permit Issued Date	Project SQ. FT.	Valuation	Project SQ. FT.	Total Fees Collected
23-000153	1506 Running Brook - Irrig	1506 Running Brooks Ct.	Tim Brimelow (Irrigation Co	05/10/2023 at 1:14 PM	\$2,400.00	0.00	\$82.40
23-000147	1508 Running Brook - Irrig	1508 Running Brooks Ct.	Tim Brimelow (Irrigation Co	05/23/2023 at 7:25 AM	\$2,400.00	0.00	\$82.40
23-000215	1703 Bent Creek Dr - Irriga	1703 Bent Creek Dr.	Tim Brimelow (Irrigation Co	05/10/2023 at 1:28 PM	\$1,200.00	0.00	\$82.40
23-000218	1802 Pecan Valley - Irrigati	1802 Pecan Valley Dr.	Tim Brimelow (Irrigation Co	05/10/2023 at 1:30 PM	\$1,200.00	0.00	\$82.40
23-000217	1804 Pecan Valley - Irrigati	1804 Pecan Valley Dr.	Tim Brimelow (Irrigation Co	05/10/2023 at 1:30 PM	\$1,200.00	0.00	\$82.40
23-000194	1806 Pecan Valley Dr - Irrig	1806 Pecan Valley Dr.	Tim Brimelow (Irrigation Co	05/10/2023 at 1:20 PM	\$2,397.00	0.00	\$82.40
23-000155	1808 Pecan Valley - Irrigati	1808 Pecan Valley Dr.	Tim Brimelow (Irrigation Co	05/10/2023 at 1:16 PM	\$2,400.00	0.00	\$82.40
23-000144	1810 Pecan Valley - Irrigati	1810 Pecan Valley Dr.	Tim Brimelow (Irrigation Co	05/10/2023 at 1:06 PM	\$2,400.00	0.00	\$82.40
23-000148	1814 Pecan Valley - Irrigati	1814 Pecan Valley Dr.	Tim Brimelow (Irrigation Co	05/10/2023 at 1:09 PM	\$2,400.00	0.00	\$82.40
23-000145	1816 Pecan Valley - Irrigati	1816 Pecan Valley Dr.	Tim Brimelow (Irrigation Co	05/10/2023 at 1:06 PM	\$2,400.00	0.00	\$82.40
23-000143	1818 Pecan Valley - Irrigati	1818 Pecan Valley Dr.	Tim Brimelow (Irrigation Co	05/10/2023 at 1:04 PM	\$2,400.00	0.00	\$82.40
23-000156	1820 Pecan Valley - Irrigati	1820 Pecan Valley Dr.	Tim Brimelow (Irrigation Co	05/10/2023 at 1:16 PM	\$2,400.00	0.00	\$82.40
23-000150	1827 Pecan Valley - Irrigati	1827 Pecan Valley Dr.	Tim Brimelow (Irrigation Co	05/10/2023 at 1:11 PM	\$2,400.00	0.00	\$82.40
23-000220	1829 Pecan Valley - Irrigati	1829 Pecan Valley Dr.	Tim Brimelow (Irrigation Co	05/10/2023 at 1:37 PM	\$1,200.00	0.00	\$82.40
23-000216	1830 Pecan Valley - Irrigati	1830 Pecan Valley Dr.	Tim Brimelow (Irrigation Co	05/10/2023 at 1:29 PM	\$1,200.00	0.00	\$82.40
23-000149	1831 Pecan Valley - Irrigati	1831 Pecan Valley Dr.	Tim Brimelow (Irrigation Co	05/10/2023 at 1:10 PM	\$2,400.00	0.00	\$82.40
23-000146	1832 Pecan Valley - Irrigati	1832 Pecan Valley Dr.	Tim Brimelow (Irrigation Co	05/10/2023 at 1:07 PM	\$2,400.00	0.00	\$82.40
23-000154	1833 Pecan Valley - Irrigati	1833 Pecan Valley Dr.	Tim Brimelow (Irrigation Co	05/10/2023 at 1:14 PM	\$2,400.00	0.00	\$82.40
23-000152	1834 Pecan Valley - Irrigati	1834 Pecan Valley Dr.	Tim Brimelow (Irrigation Co	05/10/2023 at 1:12 PM	\$2,400.00	0.00	\$82.40
23-000219	1835 Pecan Valley - Irrigati	1835 Pecan Valley Dr.	Tim Brimelow (Irrigation Co	05/10/2023 at 1:34 PM	\$1,200.00	0.00	\$82.40
23-000214	1836 Pecan Valley - Irrigati	1836 Pecan Valley Dr.	Tim Brimelow (Irrigation Co	05/10/2023 at 1:22 PM	\$1,200.00	0.00	\$82.40
23-000006	2023 Food Permits - Expire	201 Kings Fort Pkwy.	Michael Coats (Business Ma	05/08/2023 at 1:08 PM	\$0.00	0.00	\$425.00
23-000010	2023 Food Permits - Expire	2002 Jack County Dr	Johnnie Johnson (Business	05/09/2023 at 1:10 PM	\$0.00	0.00	\$360.50
23-000020	2023 Food Permits - Expire	1325 Greenhaven Dr.	Karmeshia Henix Jackson (B	05/18/2023 at 2:16 PM	\$0.00	0.00	\$359.00
23-000017	Banners and Temporary Si	1002 E Mulberry St.	Ana Saucedo (Business Ma	05/01/2023 at 2:53 PM	\$0.00	0.00	\$50.00
23-000018	Banners and Temporary Si	303 W Mulberry St.	Averie Cantrell (Business M	05/02/2023 at 2:33 PM	\$0.00	0.00	\$50.00
23-000019	Banners and Temporary Si	710 E Highway 175	Joel Cruz (Business Manage	05/05/2023 at 10:52 AM	\$0.00	0.00	\$51.50
23-000021	Banners and Temporary Si	901 E Mulberry	Jesus Torres (Business Man	05/16/2023 at 3:57 PM	\$0.00	0.00	\$51.50
23-000024	Banners and Temporary Si	510 E Hwy 175	Mohamed Afham Mohame	05/22/2023 at 2:12 PM	\$0.00	0.00	\$51.50
23-000025	Banners and Temporary Si	201 Kings Fort Pkwy.	Chris Cooper (Business Ma	05/25/2023 at 4:00 PM	\$0.00	0.00	\$51.50
23-000247	Commercial Minor Additio	303 W Mulberry St.	Bryan Cantrell (General Co	05/23/2023 at 9:30 AM	\$59,980.00	8374.00	\$8,573.41
23-000268	Commercial Minor Additio	112 S Jackson St	Tony Collins (General Cont	05/12/2023 at 2:09 PM	\$2,500.00	3750.00	\$185.40
23-000285	Commercial Minor Additio	112 S Jackson St.	Tony Collins (General Cont	05/26/2023 at 3:43 PM	\$24,000.00	3100.00	\$243.91
23-000267	Demolition (C)	303 W Mulberry St.	Keith Dorn (General Contra	05/19/2023 at 7:54 AM	\$1,000.00	0.00	\$82.40
23-000280	Demolition (C)	201 W Mulberry St.	Christopher Power (Genera	05/18/2023 at 1:54 PM	\$1,000.00	0.00	\$82.40
23-000229	Driveway, Parking Lot or S	203 E Ann St.	Genaro Contreras (General	05/01/2023 at 1:04 PM	\$4,000.00	0.00	\$82.40
23-000254	Electrical Permit (Web Bas	515 E 9Th St.	Sean Vacar (Electrical Cont	05/05/2023 at 12:47 PM	\$7,711.00	0.00	\$82.40
23-000258	Electrical Permit (Web Bas	1500 Ola Rd.	Clint Taylor (Electrical Cont	05/08/2023 at 9:15 AM	\$2,497.00	0.00	\$82.40
23-000259	Electrical Permit (Web Bas	504 N Hwy 34	Clint Taylor (Electrical Cont	05/08/2023 at 9:12 AM	\$2,498.00	0.00	\$82.40
23-000256	Fence Permit	750 E Highway 175	Marco Frayre (Fence Contr	05/08/2023 at 12:59 PM	\$7,550.00	0.00	\$80.00
23-000275	Fence Permit	405 Alton St	Jose Bautista (General Con	05/16/2023 at 10:13 AM	\$7,500.00	0.00	\$82.40
22-000427	Fire Alarm, Fire Lane, Fire	101 W Mulberry St., Suite A - downstairs	Joon Hong (Fire Suppressio	05/24/2023 at 8:25 AM	\$4,250.00	0.00	\$185.40
23-000260	Foundation Repair	202 E 5th St.	Thomas Kidd (Foundation	05/12/2023 at 7:22 AM	\$16,086.00	0.00	\$82.40
23-000283	Foundation Repair	1541 Buckingham Ln.	Caitlin Brown (Foundation	05/24/2023 at 7:32 AM	\$10,279.00	0.00	\$82.40
23-000230	Plumbing Permit	402 Jenkins St.	Kelles Miller (Plumbing Cor	05/01/2023 at 7:36 AM	\$3,415.00	0.00	\$82.40
23-000243	Plumbing Permit	850 Ed Hall Dr.	Ron Fink (Back Flow Tester	05/03/2023 at 7:27 AM	\$600.00	0.00	\$82.40
23-000244	Plumbing Permit	1005 Crestview Dr.	Joe Lawson (Plumbing Con	05/01/2023 at 2:25 PM	\$3,000.00	0.00	\$82.40

23-000250	Plumbing Permit	1406 S Houston St.	Brandyn Hazzard (Plumbing	05/02/2023 at 3:14 PM	\$800.00	0.00	\$80.00
23-000255	Plumbing Permit	510 E Hwy 175	Alvin Chandler (Permit Hol	05/15/2023 at 1:05 PM	\$0.00	0.00	\$489.25
23-000278	Plumbing Permit	1706 Rand Rd.	Steve Harris (Plumbing Con	05/17/2023 at 8:26 AM	\$375.00	0.00	\$82.40
23-000257	Plumbing Permit For new	704 W Grove St.	David Kirk (Plumbing Contr	05/11/2023 at 3:19 PM	\$1,200.00	0.00	\$82.40
23-000242	Residential Accessory/Carg	407 S Dallas St.	Stacy Tucker (General Cont	05/09/2023 at 6:23 PM	\$2,800.00	0.00	\$82.40
23-000261	Residential Accessory/Carg	5955 Priscilla Ln.	David Boyd (General Contr	05/18/2023 at 11:51 AM	\$5,000.00	0.00	\$82.40
23-000108	Residential Addition, Remo	1605 S Houston St.	Sanders Johnston (General	05/01/2023 at 1:04 PM	\$0.00	0.00	\$796.00
23-000263	Residential Addition, Remo	1413 Highglen Trl.	Danny Nappier (General Co	05/16/2023 at 3:40 PM	\$0.00	0.00	\$82.40
23-000269	Residential Addition, Remo	402 W Pyle St.	Borys Kindrat (General Co	05/31/2023 at 3:12 PM	\$0.00	0.00	\$82.40
23-000184	Residential New Permit	204 E 1st North St	Melany Vargas (General Co	05/16/2023 at 8:41 AM	\$285,000.00	2392.00	\$8,842.31
23-000248	Residential New Permit	3831 Myrtle Way	Ruben Reyna (General Con	05/11/2023 at 9:24 AM	\$426,000.00	7912.00	\$6,763.31
23-000249	Residential New Permit	1514 Running Brooks Ct.	Justin Stephens (General C	05/26/2023 at 8:32 AM	\$281,990.00	2001.00	\$5,115.71
23-000251	Residential New Permit	1825 Pecan Valley Dr.	Justin Stephens (General C	05/26/2023 at 8:32 AM	\$288,990.00	2158.00	\$5,165.11
23-000253	Roof (Repair or Replace)	801 S Houston St.	Steve Carter (General Cont	05/04/2023 at 7:15 AM	\$12,000.00	0.00	\$80.00
23-000265	Roof (Repair or Replace)	403 N Dallas St.	Shane Day (Roof Contracto	05/16/2023 at 7:38 AM	\$12,638.00	0.00	\$82.40
23-000266	Roof (Repair or Replace)	112 S Jackson St	Tony Collins (General Cont	05/12/2023 at 2:05 PM	\$42,000.00	0.00	\$148.32
23-000281	Roof (Repair or Replace)	1310 S Jefferson St.	Steven Crawford (Roof Con	05/23/2023 at 7:24 AM	\$12,375.00	0.00	\$82.40
23-000282	Roof (Repair or Replace)	106 N Houston St.	Steve Carter (General Cont	05/23/2023 at 7:20 AM	\$10,000.00	0.00	\$80.00
23-000284	Roof (Repair or Replace)	1605 S Clay St.	Aaron Rogers (General Con	05/31/2023 at 7:13 AM	\$14,729.00	0.00	\$82.40
23-000289	Roof (Repair or Replace)	100 Heatherstone Cir.	Steve Carter (General Cont	05/26/2023 at 9:57 AM	\$12,000.00	0.00	\$80.00
23-000201	Sign Permit	2210 Walton Dr., # 100	Jack Birdsong (Sign Contrac	05/02/2023 at 3:46 PM	\$500.00	0.00	\$148.32
23-000202	Sign Permit	2210 Walton Dr., # 100	Jack Birdsong (Sign Contrac	05/02/2023 at 3:49 PM	\$500.00	0.00	\$148.32
23-000245	Sign Permit	2011 S Washington	Kenneth Chumbley (Electri	05/17/2023 at 7:27 AM	\$1,500.00	0.00	\$230.72
23-000246	Sign Permit	2011 S Washington	Kenneth Chumbley (Electri	05/17/2023 at 7:28 AM	\$1,500.00	0.00	\$230.72
23-000277	Sign Permit	2600 Tabor Pkwy	Mark Michael (General Cor	05/19/2023 at 9:17 AM	\$8,500.00	0.00	\$185.40
23-000200	Solar Panel Permit	4003 Three Forks Rd.	Ahmad Ibrahim (General C	05/08/2023 at 11:07 AM	\$20,000.00	0.00	\$545.90
					\$1,640,260.00	\$29,687.00	\$43,308.81

July 2023						
◀ June					August ▶	
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1 Red, White & BOOM
2	3	4 City Hall Closed- Independence Day	5	6	7	8
9	10	11 Planning & Zoning Meeting KEDC	12	13	14	15
16	17	18	19	20 Parks & Rec Meeting	21	22
23	24 Regular City Council Meeting	25	26	27	28	29
30	31					

August 2023						
◀ July						September ▶
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1 Planning & Zoning Meeting	2	3	4	5
6	7 Special City Council Meeting - Budget	8 KEDC	9	10	11	12
13	14 Special City Council Meeting – Budget (if needed)	15	16	17 Parks & Rec Meeting	18	19
20	21	22	23	24	25	26
27	28 Regular City Council Meeting	29	30	31		

September 2023						
◀ August					October ▶	
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4 City Hall Closed- Labor Day	5 Planning & Zoning Meeting	6	7	8	9
10	11	12 KEDC	13	14	15 Parks & Rec Meeting	16
17	18	19	20	21	22	23
24	25 Regular City Council Meeting	26	27	28	29	30

October 2023						
◀ September					November ▶	
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3 Planning & Zoning Meeting	4	5	6	7
8	9 City Hall Closed- Columbus Day	10 KEDC	11	12	13	14 Harvest Fest
15	16	17	18	19 Parks & Rec Meeting	20	21
22	23 Regular City Council Meeting	24	25	26	27	28
29	30	31 Halloween on Houston St.				

November 2023						
◀ October					December ▶	
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7 Planning & Zoning Meeting	8	9	10	11
12	13	14 KEDC	15	16 Parks & Rec Meeting	17	18
19	20 Regular City Council Meeting	21	22	23 City Hall Closed- Thanksgiving	24 City Hall Closed- Thanksgiving	25
26	27	28	29	30		

December 2023						
◀ November					January ▶	
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2 Christmas on the Square
3	4	5 Planning & Zoning Meeting	6	7	8	9
10	11	12 KEDC	13	14	15	16
17	18 Regular City Council Meeting	19	20	21 Parks & Rec Meeting	22 City Hall Closed- Christmas	23
24	25 City Hall Closed- Christmas	26	27	28	29	30
31						