



AGENDA
MONDAY, AUGUST 28, 2023 – 6:00 PM
SPECIAL CITY COUNCIL MEETING
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 OR
(888)788-0099 (TOLL-FREE)
MEETING/WEBINAR ID: 825 9456 3272
PASSWORD: 782395**

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.**

DISCUSSION/ACTION ITEMS

1. Consider and take appropriate action regarding Ordinance O-18-23, an ordinance of the City Council of the City of Kaufman, Texas, levying taxes and fixing and adopting the tax rate on all taxable property for the year 2023 at the rate of \$0.7600000 per one hundred dollars (\$100.00) assessed value on all taxable property within the corporate limits of the City of Kaufman, Texas as of January 1, 2024; the said tax rate having a maintenance and operations component and a debt service component; providing when taxes shall become due and when same shall become delinquent if not paid together with penalties and interest thereon; and providing an effective date.
2. Consider and take appropriate action on Resolution R-24-23, a resolution of the City Council of the City of Kaufman, Texas, acknowledging and ratifying that the adoption of the Fiscal Year 2023-2024 Annual Budget will require raising more revenue from property taxes than in the previous Fiscal Year; and providing an effective date.

3. Consider and take appropriate action on Ordinance O-23-23, an ordinance of the City Council of the City of Kaufman, Texas, amending Article 4.000, "Building and Development Fees" of Section A4.001, "Zoning/Development Fees" of Appendix "A", "Fee Schedule" of the Code of Ordinances to adopt fees for review of engineering and construction plans and inspection services for subdivisions; and providing an effective date.
4. Consider and take appropriate action on the **Freeman Farm Facilities Agreement** between the City and Freeman Farm A Series of Development II, LLC, for the installation of public improvements and facilities within the Freeman Farm development; and authorizing the Mayor or designee to execute necessary documents.

EXECUTIVE SESSION

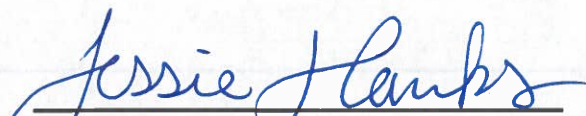
5. The City Council will recess into Executive Session pursuant to Texas Government Code for an executive session regarding the following:
 - a. Sec. 551.072. DELIBERATION REGARDING REAL PROPERTY; CLOSED MEETING. To deliberate the purchase, exchange, lease, or value of real property regarding: "Project Pie"

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

6. 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 5:00 P.M. ON FRIDAY, AUGUST 25, 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: 825 9456 3272 PASSWORD: 782395

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: 8/28/2023

Date: 08/16/2023

Item #: 1.

Dept.: Finance

Ordinance

SUBJECT:

Consider and take appropriate action regarding Ordinance O-18-23, an ordinance of the City Council of the City of Kaufman, Texas, levying taxes and fixing and adopting the tax rate on all taxable property for the year 2023 at the rate of \$0.7600000 per one hundred dollars (\$100.00) assessed value on all taxable property within the corporate limits of the City of Kaufman, Texas as of January 1, 2024; the said tax rate having a maintenance and operations component and a debt service component; providing when taxes shall become due and when same shall become delinquent if not paid together with penalties and interest thereon; and providing an effective date.

BACKGROUND:

Property taxes fund the debt service obligations of the City and account for approximately 33.4% of the General Fund revenue.

State law requires three record votes when the budget will raise more property tax revenue than was generated in the previous year. The first record vote adopts the budget, the second record vote sets the tax rate, and the third, additional, record vote ratifies the property tax revenue increase reflected in the budget.

The property tax rate must be approved and adopted by the governing body of the City by September 30, 2023. The Kaufman County Tax Office collects the property taxes for the City and has requested the adopted tax rate by September 15, 2023, in order to mail tax statements in October.

Author:

Mary Wennerstrom, Finance Director

Reviewed:

Mike Holder, City Manager

Cost:

Funds Available:

Source:

Recommendation: The following is the motion that must be made to adopt the ordinance levying ad valorem taxes, followed by a record vote of the City Council:

"I move that the property tax rate be increased by the adoption of a tax rate of \$0.7600000, which is effectively a 1.15 percent increase in the tax rate. Approve Ordinance Number O-18-23 fixing and levying municipal ad valorem taxes for the fiscal year beginning October 1, 2023, and ending on September 30, 2024, and for each fiscal year thereafter until otherwise provided."

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

ORDINANCE NO. O-18-23

AN ORDINANCE OF THE CITY OF KAUFMAN, TEXAS, LEVYING TAXES AND FIXING AND ADOPTING THE TAX RATE ON ALL TAXABLE PROPERTY FOR THE YEAR 2023 AT THE RATE OF \$0.7600000 PER ONE HUNDRED DOLLARS (\$100.00) ASSESSED VALUE ON ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF KAUFMAN, TEXAS AS OF JANUARY 1, 2023; THE SAID TAX RATE HAVING A MAINTENANCE AND OPERATIONS COMPONENT AND A DEBT SERVICE COMPONENT; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING A DATE TAXES SHALL BECOME DUE AND A DATE SAME SHALL BECOME DELINQUENT IF NOT PAID, TOGETHER WITH PENALTIES AND INTEREST THEREON; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, Section 26.05 of the Texas Tax Code requires that the City of Kaufman, Texas (the "City"), adopt a tax rate for the 2023-2024 fiscal year by September 30, 2023; and

WHEREAS, pursuant to Chapter 26 of the Texas Tax Code, the Tax Assessor-Collector for the City has calculated the tax rate for the 2023-2024 fiscal year which cannot be exceeded without requisite publication and a public hearing; and

WHEREAS, the City, in compliance with the State of Texas Truth-in-Taxation laws, has advertised the proposed tax rate and conducted a public hearing on the proposed tax rate, and all notices and hearings and other applicable steps required by law as a prerequisite to the passage, approval, and adoption of this Ordinance have been timely and properly given and held; and

WHEREAS, Section 26.05(a) of the Texas Tax Code provides that the tax rate consists of two components, one of which will impose the amount of taxes needed to pay debt service, and the other of which will impose the amount of taxes needed to fund maintenance and operation expenses for the next year, and each of which must be approved separately; and

WHEREAS, the tax rate set forth herein consists of two components, as required, and they are approved separately; and

WHEREAS, upon full review and consideration of the matter, the City Council is of the opinion that the tax rate for the year 2023 set, fixed and adopted herein below is proper.

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

Section 1. Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

Section 2. Tax Levied. That there is hereby levied and ordered to be assessed and collected an ad valorem tax rate of \$0.7600000 on each One Hundred Dollars (\$100.00) of assessed valuation for all taxable property located in the City of Kaufman on the 1st day of January 2023, and not exempted from taxation by the constitution and laws of the State of Texas to provide for the expenses of the City of Kaufman for the Fiscal Year beginning October 1, 2023, and ending September 30, 2024. The said tax is made up of components, as set forth in this Ordinance:

- a. For the maintenance and support of the General Government (General Fund) for the fiscal year 2023-2024, **\$0.4980153** on each \$100 valuation of property.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THE TAX RATE WILL EFFECTIVELY BE RAISED BY -1.15 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$18.01.

- b. For debt services for the fiscal year 2023-2024, **\$0.2619847** on each \$100 valuation of property.

THIS TAX RATE WILL DECREASE TAXES FOR DEBT SERVICE WHEN COMPARED TO LAST YEAR'S TAX RATE.

THE TAX RATE WILL DECREASE TAXES PAID FOR DEBT SERVICE ON A \$100,000 HOME BY APPROXIMATELY \$25.99.

Section 3. Due Date of Taxes. That taxes levied under this ordinance shall be due October 1, 2023, and if not paid on or before January 31, 2024, shall immediately become delinquent. The penalties and interest provided for herein shall accrue after January 31 of the year following the year in which the taxes are assessed. However, if the entire taxes due as provided herein are paid in full by January 31 of the year following the year in which the taxes are assessed, no penalty or interest shall be due.

Section 4. Penalties and Interest. A delinquent tax shall incur the maximum penalty and interest authorized by Section 33.01 of the Texas Property Tax Code, to-wit: a penalty of six percent (6%) of the amount of the tax for the first calendar month it is delinquent, plus one percent (1%) for each additional month or portion of a month the tax remains unpaid prior to July 1 of the year in which it becomes delinquent.

Provided, however, a tax that is delinquent on July 1 of the year in which it becomes delinquent shall incur a total penalty of twelve percent (12%) of the amount of the delinquent tax without regard to the number of months the tax has been delinquent. A

delinquent tax shall also accrue interest at a rate of one percent (1%) for each month or portion of a month the tax remains unpaid. All other penalties and collection remedies authorized by law are hereby adopted. Taxes that are and remain delinquent on July 1, 2024, incur an additional penalty not to exceed twenty percent (20%) of the amount of delinquent taxes, penalty, and interest collected; such additional penalty is to defray the costs of collection due to pursuant to the contract with the City's Attorney authorized by Section 6.30 of the Texas Tax Code, as amended.

Section 5. Internet Notice. That the City Manager or his designee shall put the following notice on the homepage of the City's Internet website:

There is hereby levied and there shall be collected for the use and support of the municipal government of the City of Kaufman for the 2023-2024 fiscal year, upon all property, real, personal, and mixed, within the corporate limits of said City subject to taxation, a tax of **\$0.760000** on each \$100 valuation of property, said tax being so levied and apportioned to the specific purposes here set forth:

- c. For the maintenance and support of the General Government (General Fund) for the fiscal year 2023-2024, **\$0.4980153** on each \$100 valuation of property.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 1.15 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$18.01.

- d. For debt services for the fiscal year 2023-2024, **\$0.2619847** on each \$100 valuation of property.

THIS TAX RATE WILL DECREASE TAXES FOR DEBT SERVICE WHEN COMPARED TO LAST YEAR'S TAX RATE.

THE TAX RATE WILL DECREASE TAXES PAID FOR DEBT SERVICE ON A \$100,000 HOME BY APPROXIMATELY \$25.99.

Section 6. Place of Payment/Collection. Taxes are payable at the office of the Kaufman County Tax Assessor/Collector. The City shall have available all rights and remedies provided by law for the enforcement of the collection of taxes levied under this Ordinance.

Section 7. Tax Roll. The tax roll, as presented to the City Council, together with any supplement thereto, is hereby accepted.

Section 8. Savings/Repealing Clause. All provisions of any ordinance in conflict with this Ordinance are hereby repealed; but such repeal shall not abate any pending

prosecution for violation of the repealed Ordinance, nor shall the repeal prevent prosecution from being commenced for any violation if occurring prior to the repeal of the Ordinance. Any remaining portions of conflicting ordinances shall remain in full force and effect.

Section 9. Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. City hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

Section 10. Effective Date. This Ordinance shall become effective from and after its adoption and publication as required by law after its passage by at least 60% of the Council by a record vote.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Kaufman, Texas, on this 28th day of August, 2023, with the following motion by _____: "I move that the property tax rate be decreased by the adoption of a tax rate of **\$0.760000** per \$100 valuation, which is effectively a 1.15 percent decrease in the tax rate"; seconded by _____, the above and foregoing ordinance was passed and approved by roll call vote.

JEFF JORDAN
MAYOR

ATTEST:

JESSIE HANKS
CITY SECRETARY

APPROVED AS TO FORM:

PATRICIA ADAMS
CITY ATTORNEY



Meeting
Date: 8/28/2023

Date: 08/16/2023

Item #: 2.

Dept.: Finance

Resolution

SUBJECT:

Consider and take appropriate action on Resolution R-24-23, a resolution of the City Council of the City of Kaufman, Texas, acknowledging and ratifying that the adoption of the Fiscal Year 2023-2024 Annual Budget will require raising more revenue from property taxes than in the previous Fiscal Year; and providing an effective date.

BACKGROUND:

City Council action to ratify the property tax revenue increase reflected in the FY24 budget is required in accordance with Texas Local Government Code Section 102.007(c). There must be a record vote on this item, just as there was on the adoption of the budget and the adoption of the tax rate, and this item must come after the vote on adopting the budget.

FINANCIAL CONSIDERATIONS:

This budget will raise more total property taxes than last year's budget by \$898,672.98 or 18.79%, and of that amount, \$167,863.04 is tax revenue to be raised from new property added to the tax roll this year.

The budget is adopted annually by the governing body of the City of Kaufman for revenues and expenditures of City funds. State law requires a separate vote by the City Council when the budget will raise more property tax revenue than was generated in the previous year. The vote required to ratify the property tax revenue increase reflected in the budget is in addition to and separate from the vote to adopt the budget or the vote to set the tax rate.

Adoption of the annual budget constitutes the proposed revenues and expenditures as approved by the governing body for the fiscal year.

Author:
Mary Wennerstrom, Finance Director

Reviewed:
Mike Holder, City Manager

Cost:

Funds Available:

Source:

Recommendation: Following is the motion that must be made to ratify the property tax revenue:

"I move to ratify the property tax increase reflected in the 2023-2024 (FY24) budget."

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

RESOLUTION NO. R-24-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KAUFMAN, TEXAS RATIFYING THE PROPERTY TAX INCREASE REFLECTED IN THE FISCAL YEAR 2023-2024 ANNUAL BUDGET AND ACKNOWLEDGING THAT THE BUDGET WILL REQUIRE RAISING MORE REVENUE FROM PROPERTY TAXES THAN IN THE PREVIOUS FISCAL YEAR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City Council (the "Council") of the City of Kaufman wishes to comply with Section 102.007 of the Local Government Code; and

WHEREAS, Section 102.007 of the Local Government Code requires a separate vote of the City Council to ratify the property tax increase reflected in the budget if the budget will require raising more revenue from property taxes than the previous fiscal year; and

WHEREAS, this Resolution satisfies the aforementioned requirement.

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

Section 1. Recitals Incorporated. The facts and recitals above are incorporated herein as if set forth in full for all purposes.

Section 2. Ratification and Acknowledgement. The City Council hereby ratifies the property tax increase reflected in the Fiscal Year 2023-2024 annual budget and acknowledges that the budget will raise more revenue from property taxes than the previous fiscal year's budget by \$ 898,672.98 or 18.79% and of that amount, \$167,863.04 is tax revenue to be raised from new property added to the tax roll this year.

Section 3. Effective Date. This Resolution shall take effect upon its passage as required by law.

PASSED AND APPROVED by the City Council of the City of Kaufman, Texas on this 28th day of August, 2023.

Therefore, _____ motioned to ratify the property tax increase reflected in the FY 2023-2024 Budget. Councilman _____ seconded the motion. The motion to ratify the property tax increase passed by a vote of _____ to _____, with _____ abstaining.

JEFF JORDAN
MAYOR

ATTEST:

**JESSIE HANKS
CITY SECRETARY**

APPROVED AS TO LEGAL FORM:

**PATRICIA A. ADAMS
CITY ATTORNEY**



Meeting
Date: 8/28/2023

Date: 08/17/2023

Item #: 3.

**Dept.: Development
Services**

Ordinance

SUBJECT:

Consider and take appropriate action on Ordinance O-23-23, an ordinance of the City Council of the City of Kaufman, Texas, amending Article 4.000, "Building and Development Fees" of Section A4.001, "Zoning/Development Fees" of Appendix "A", "Fee Schedule" of the Code of Ordinances to adopt fees for review of engineering and construction plans and inspection services for subdivisions; and providing an effective date.

BACKGROUND:

In the 2023 legislative session, the Texas legislature passed HB 3492, which prohibits county and municipal authorities from imposing certain value-based fees effective September 1, 2023. This ordinance will amend the way the City imposes fees to be in compliance with State law.

Author:

Reviewed:

Andrew Bogda, Director of Development Services Mike Holder, City Manager

Cost:

Funds Available:

Source:

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

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

ORDINANCE NO. O-23-23

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KAUFMAN, TEXAS, AMENDING ARTICLE A4.000, "BUILDING AND DEVELOPMENT FEES", OF SECTION A4.001 "ZONING DEVELOPMENT/FEES" OF APPENDIX "A", "FEE SCHEDULE" OF THE CODE OF ORDINANCES OF THE CITY OF KAUFMAN, TEXAS; PROVIDING FOR THE INCORPORATION OF PREMISES AND FINDINGS; PROVIDING FOR AMENDMENTS TO THE ENGINEERING/INFRASTRUCTURE INSPECTION FEES SECTION OF THE FEE SCHEDULE, BEING A PART OF THE "BUILDING PERMIT APPLICATIONS" SECTION OF THE FEE SCHEDULE; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A CUMULATIVE REPEALER/SAVINGS CLAUSE; PROVIDING FOR ENFORCEMENT; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City of Kaufman, Texas is a home rule municipality, (the "City"), and as such, the City may adopt fees as necessary to pay for costs of development; and

WHEREAS, the Texas Legislature adopted HB 3492 in the 2023 legislative session relative to engineering, staff, and inspection fees for subdivision improvements; and

WHEREAS, the City has determined it necessary to revise the "Engineering/Infrastructure Inspection Fees" section of its Fee Schedule, codified as Appendix A in the City of Kaufman Code of Ordinances, as more specifically set herein; and

WHEREAS, fees for acceptance, review, or processing of engineering or construction plans for a lot, a subdivision, or related improvement associated with a lot or subdivision may be charged based upon a cost estimate provided by the City; and

WHEREAS, pursuant to the Bill, the City may assess fees based upon third-party fees and when determining actual costs to the City for services related to the review and processing of an engineering or construction plan or inspection of a public infrastructure improvement, the City may consider the fee that would be charged by a qualified, independent third-party entity for those services; or the actual costs assessed to the municipality by a third-party entity that provides those services to the municipality; and

WHEREAS, having reviewed the cost of Development Services relative to the proposed fees, and having given consideration to the requirements of the Bill, the City Council has determined that the fees for Engineering/Infrastructure Inspection as set forth herein represent reasonable and necessary fees for the services provided, are not excessive but are appropriate given the costs incurred by City for providing services, and are consistent with the requirements of the Bill; and

WHEREAS, the City Council therefore finds that the fees set forth herein are reasonable and equitable, and that the amendment of this Ordinance furthers the health, safety, and welfare of the public and therefore should be adopted.

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

SECTION 1. INCORPORATION OF PREMISES AND FINDINGS. The foregoing recitals are true and correct, accurately represent the findings of the City Council of the City of Kaufman, Texas and are incorporated herein as if written in full.

SECTION 2. AMENDMENTS. Article A.4000, "Building and Development Fees" of Section A4.001, "Zoning/Development Fees" of Appendix "A" "Fee Schedule of the Code of Ordinances of the City of Kaufman, Texas is hereby amended so that the "Engineering/Infrastructure Inspection Fee" section, a part of the "Building Permit Applications" section of Article A4.000, shall be and read in its entirety as follows, with all other sections and subsections of Article A4.000 not expressly amended hereby to remain in full force and effect without amendment:

"A.4.000, "Building and Development Fees"

Article A4.002, "Zoning/Development Fees"

....

"Engineering/Infrastructure Inspection Fee"	3% of actual contract costs of public improvements, to be paid prior to release of engineering plans and/or site plans. The project engineer must submit a sealed document indicating the cost of public improvements. Upon final inspection and acceptance by the city of all improvements installed, the city will reconcile accounts and issue a refund of the unexpended 3% fee, (the difference between the 3% fee and actual cost, if any). Should the actual costs exceed 3% no refund shall be due. The inspection fee shall be charged in addition to any impact fees, security. Alternatively, Fees of City's third-party consulting engineer, third-party inspectors, and other third-party vendors (collectively "Third Party Vendors") providing services related to the acceptance, review or processing of engineering or construction plans or for the inspection of improvements for the construction of a lot, subdivision, or related improvements associated with or required in conjunction with such improvement shall be paid by the owner/developer of a property for which those services are provided in accordance with procedures and requirements for the specific permit application.
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	City Staff time will be charged at the same rate that would be paid to a qualified independent Third-Party Vendor for the service provided by City Staff. Fees shall be based on size of the project, amount of materials, linear footage, and other parameters identified by the City's engineer, City Staff, including but not limited to the Development Services Director, Building Official, Inspectors, and Third Party Vendors. An estimate of charges will be provided to the applicant, but actual charges shall be based upon actual charges incurred by the City and charges assessed for Staff time based on the rate that would be paid to a qualified independent Third-Party Vendor. All fees shall be paid prior to release of engineering plans and/or site plans, and/or the issuance of permits."
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SECTION 3. Severability. It is hereby declared to be the intention of the City Council of Kaufman, Texas that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any section, paragraph, sentence, clause or phrase of this Ordinance shall be declared unconstitutional or invalid by the judgment or decree of any court of competent jurisdiction, such constitutionality or invalidity shall not affect any of the remaining sections, paragraphs, sentences, clauses or phrases of this Ordinance, since they would have been entered by the City Council without the incorporation of this Ordinance of unconstitutional or invalid sections, paragraphs, sentences, clauses or phrases

SECTION 4. Cumulative Repealer/Savings. This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided, however, that any complaint, action, claim, or lawsuit, which has been initiated or has arisen under or pursuant to such Ordinance on the date of adoption of this Ordinance shall continue to be governed by the provisions of that Ordinance and for that purpose, the Ordinance shall remain in full force and effect.

SECTION 5. Enforcement. The City may enforce the requirements for this Ordinance against any person, firm, or corporation violating its provisions as allowed by law or equity, including without limitation, discontinuation of service, civil suit, or civil penalties as allowed by law. This provision is not meant as a limitation of remedies.

SECTION 6. Effective Date. This Ordinance shall be in full force and effect from and after September 1, 2023, and its passage and publication as required by law and Charter, and it so ordained.

PASSED AND APPROVED this 28th day of August, 2023.

JEFF JORDAN
MAYOR

ATTEST:

JESSIE HANKS
CITY SECRETARY

APPROVED AS TO FORM:

PATRICIA ADAMS
CITY ATTORNEY



Meeting
Date: 8/28/2023

Date: 08/08/2023

Item #: 4.

Dept.: Development
Services

Action Item

SUBJECT:

Consider and take appropriate action on the **Freeman Farm Facilities Agreement** between the City and Freeman Farm A Series of Development II, LLC, for the installation of public improvements and facilities within the Freeman Farm development; and authorizing the Mayor or designee to execute necessary documents.

BACKGROUND:

In August 2021, Planned Development-21 (PD-21) zoning was established for the property then known as Oakdale Estates and located on 25.411 acres situated in the Levi L. York Survey, Abstract No. 609, City of Kaufman, Kaufman County, Texas and generally located on the north side of E. U.S. 175 across the highway from the Kaufman County Justice Center. In October 2021, the preliminary plat for the property was approved, which included 123 single-family residential lots and 4 open space lots. In January 2022, a development agreement was approved for the development, now called Freeman Farm, which set the framework for the development of the property. In April 2022, the final plat of the property was approved. Since then, the property has been sold to Lillian Custom Homes, which is imminently planning to move forward with development of the property. Prior to moving forward with plat recordation, payment of fees and bonds, and a pre-construction meeting, the attached facilities agreement provides for the requirements related to the public infrastructure, as well as other items including the payment of park fees, the oversizing of a water line, and the allowance of an early release on a portion of the residential building permits.

Author:

Reviewed:

Andrew Bogda, Director of Development Services Mike Holder, City Manager

Cost:

Funds Available:

Source:

Recommendation: Staff recommends approval of the Freeman Farm Facilities Agreement between the City and Freeman Farm A Series of Development II, LLC.

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

FREEMAN FARM FACILITIES AGREEMENT

An AGREEMENT between the City of Kaufman, Texas (hereinafter referred to as the "CITY") and Freeman Farm A Series of EIS Development II, LLC, a Texas limited liability company, acting by and through its duly authorized representative (hereinafter referred to as the "DEVELOPER"), for the installation of public improvements and facilities within the City limits of Kaufman, Texas, for Freeman Farm, more particularly described as a tract of land consisting of approximately 25.411 acres of land, hereinafter being referred to collectively as the "PROJECT," and such public improvements being more particularly described in Section II of this AGREEMENT. It is understood by and between the parties that this AGREEMENT is applicable to the lot(s) contained within the Final Plat as presented to and approved by Planning & Zoning Commission on April 5, 2023 and the City Council on April 25, 2023 and to the offsite improvements necessary to support the PROJECT, more particularly described in Section II of this AGREEMENT. It is further agreed that this AGREEMENT, when properly signed and executed, shall satisfy the requirements of the City's Subdivision Regulations.

I. GENERAL REQUIREMENTS

- A. It is agreed and understood by the parties hereto that the DEVELOPER has employed a registered public surveyor licensed to practice in the State of Texas to prepare a final plat of the PROJECT.

The Project is planned to be platted for Right of Way Dedication together with infrastructure improvements with allowed incidental and accessory uses.

- B. It is agreed and understood by the parties hereto that the DEVELOPER has employed a civil engineer licensed to practice in the State of Texas for the design and preparation of the plans and specifications for the construction of all public improvements and facilities described in Section II and covered by this AGREEMENT. Unless otherwise specified herein, such plans and specifications shall be in accordance with the City's "Design Standards for Paving, Drainage and Utility Improvements" and the North Central Texas Council of Governments' (NCTCOG) Standard Specifications for Public Works Construction, as presently adopted.
- C. The DEVELOPER shall award its own construction contract for the construction of all streets, water, sanitary sewer, and drainage public improvements and facilities for the completion of the Project. The DEVELOPER agrees to employ a construction contractor(s), said contractor(s) to meet CITY and statutory requirements for being insured, licensed and bonded to perform work in public rights-of-way and to be qualified in all respects to bid on public streets and public projects of a similar nature. The

DEVELOPER agrees to submit contract documents to the CITY and participate in a pre-construction meeting with the CITY and all Developer contractors.

- D. Prior to the execution of this Agreement, the commencement of construction, the filing of the Final Plat, or the issuance of any building permits, the DEVELOPER shall present to the CITY a performance bond(s), payment bond(s) and maintenance bond(s), meeting the requirements of Chapter 2253 of the Texas Government Code. Each bond shall individually guarantee and agree to pay an amount equal to one hundred percent (100%) of the value of the construction costs (as determined by the City Engineer) for all public improvements and facilities to be constructed by or on behalf of the DEVELOPER for the Project. Any surety company through which a bond is written shall be a surety company duly authorized to do business in the State of Texas, provided that the CITY, through the City Attorney, shall retain the right to reject any surety company as a surety for any work under this or any other DEVELOPER'S AGREEMENT regardless of such Company's authorization to do business in Texas. Approvals by the CITY shall not be unreasonably withheld or delayed.
- 1) As an alternative to providing a surety bond for performance and a surety bond for maintenance as specified hereinabove, DEVELOPER may provide financial assurances for performance and maintenance in the form of a cash deposit, a certificate of deposit, or irrevocable letter of credit. Provided however, that such alternative financial assurances shall only be allowed if each meets all requirements specified in Section 6.2 of the City of Kaufman Subdivision Regulations. All such alternative financial assurances must be on forms approved by the City Attorney.
 - 2) As an alternative to the DEVELOPER providing a performance bond, payment bond, and maintenance bond, as specified above, DEVELOPER may provide financial assurances for performance, payment and maintenance from a single general contractor for the Project, provided that such assurances meet all other requirements specified hereinabove and the City is named as a dual obligee on each such bond. Additionally, such alternative financial assurances shall only be allowed if each meets all requirements specified in Section 6.2 of the City of Kaufman Subdivision Regulations. All such alternative financial assurances must be on forms approved by the City Attorney.
- E. The performance bond(s) shall be submitted in statutory form guaranteeing the full and faithful completion of the facilities and improvements required under this Agreement for completion of the PROJECT to the CITY and provide for payment to the CITY of such amounts up to the total remaining amounts required for the completion of the PROJECT if the work is not completed as required hereunder.

- F. The payment bond(s) shall be submitted in statutory form guaranteeing payment of all labor and material costs of the Project and shall be furnished solely for the protection of all claimants supplying labor and material in the performance of the work provided for under this AGREEMENT. The maintenance bond(s) shall guarantee the payment of any and all necessary maintenance of the Project for a period of two (2) years following acceptance of the public improvements and facilities by the CITY, in an amount equal to one hundred (100%) percent of the value of the construction costs of all the public improvements and facilities to be constructed under this Agreement in respect to the Project.
- G. Any guarantee of performance, maintenance, or payment instrument (e.g., performance bond, payment bond, maintenance bond, letters of credit, and/or cash deposit or the like) (individually a "Guarantee" or collectively the "Guarantees") submitted by or through the DEVELOPER on a form other than the one which has been previously approved by the CITY as "acceptable" shall be submitted to the City Attorney at the DEVELOPER'S expense, and construction of the Project shall not commence until the City Attorney has approved such Guarantees. Approval by the CITY (and the City Attorney) shall not be unreasonably withheld or delayed. All such Guarantees shall be maintained in full force and effect until such time as the DEVELOPER has fully complied with the terms and conditions of this AGREEMENT as agreed to in writing by the CITY, and failure to keep same in force and effect shall constitute a breach of this AGREEMENT. Failure to maintain performance and payment Guarantees meeting the requirements of this AGREEMENT shall result in a stop work order being issued by the CITY. Additionally, all Guarantees furnished hereunder which expire prior to the completion of construction or applicable warranty periods shall be renewed in amounts designated by the CITY and shall be delivered to the CITY and approved by the CITY on or before the tenth (10th) banking day before the date of expiration of any then existing Guarantee. If the DEVELOPER fails to deliver any Guarantee to the CITY within the time prescribed herein, such failure shall constitute a breach of this AGREEMENT and shall be a basis for the CITY to draw on all or any portion of any existing Guarantee in addition to any or all other remedies available to the CITY. The DEVELOPER further agrees to release and forever hold the CITY harmless from any losses, damages and/or expenses incurred by the DEVELOPER for any delays due to the City's review of any Guarantee which is in a form other than one which has been previously approved by the CITY. The CITY requires the DEVELOPER to have all Guarantee forms approved prior to the commencement of work and construction of improvements.
- H. It is further agreed and understood by the parties hereto that upon acceptance thereof by the CITY of all public improvements and facilities as described in Section II of this Agreement, title to all such improvements and facilities shall

be vested in the CITY, and the DEVELOPER hereby relinquishes any right, title, or interest in and to such improvements and facilities or any part thereof. It is further understood and agreed that until the CITY accepts such improvements and facilities, the CITY shall have no liability or responsibility with respect thereto. Acceptance of the improvements and facilities shall occur at such time as the CITY, through its Director of Development Services provides the DEVELOPER with a written acknowledgment that all improvements and facilities are complete, have been inspected and approved and are being accepted by the CITY.

- I. The DEVELOPER'S Engineer has prepared detailed estimates of **FIVE MILLION SIX HUNDRED FIFTY TWO THOUSAND THREE HUNDRED EIGHTY FOUR DOLLARS (\$5,652,384.00)** for the cost of public and private improvements and facilities for this Project. The detailed cost estimates are a part of this AGREEMENT and are attached hereto as "**Attachment A**" and incorporated herein. The CITY shall not accept any construction improvements outside of the Project and the two (2) year warranty for such improvements shall not commence until all construction activities are completed and accepted by the CITY. The Payment, Performance and Maintenance Bonds provided by the DEVELOPER shall cover only the public improvements and facilities for this Project at a cost of **FOUR MILLION ONE HUNDRED THIRTEEN THOUSAND NINE HUNDRED FIFTY ONE DOLLARS AND ZERO CENTS (\$4,113,951.00)**. The detailed cost estimates for the public improvements only are a part of this AGREEMENT and are attached hereto as "Attachment A" and incorporated herein.
- J. Upon CITY'S approval and acceptance of the final plat and the engineering plans, the final plat shall be recorded with the County Clerk of Kaufman County. Except as specifically provided herein, no building permits shall be issued for any lots in the Project until the final plat is filed and the public improvements and facilities specified herein are completed and accepted by the CITY. Upon substantial completion of the public and private improvements, the CITY in its discretion, may grant an early release on the residential development for the first twelve (12) lots.
- K. The DEVELOPER, DEVELOPER'S contractors (prime, general and major subcontractors) and CITY, as well as any other third party deemed necessary by the CITY, shall participate in a pre-construction conference prior to the initiation of any work. At or prior to the pre-construction meeting, DEVELOPER shall provide the CITY with the following documents: 1) One (1) copy of all executed construction contracts; 2) List of all contractors/subcontractors and their project assignments; 3) Five (5) sets (and additional sets as necessary for any contractors) of approved construction plans and specifications. The list of contractors/subcontractors shall be updated within seven days of any changes. The DEVELOPER agrees to give the CITY at least twenty-four (24) hours prior written notice of his/her intent to commence construction of all

public improvements and facilities, so that the CITY, if it so desires, may have its representatives available to inspect the beginning and continuing progress of all work. DEVELOPER shall submit all documentation evidencing that each of the Guarantees required under this Agreement have been provided and all required insurance has been obtained prior to the pre-construction meeting.

- L. The DEVELOPER agrees to notify all contractors and subcontractors working on the PROJECT that all their work is subject to inspection by a CITY Inspector at any time, and that such inspection may require a certification by the contractors and subcontractors of the type, kind, and quality of materials used on the PROJECT.
- M. Should any work or construction of improvements or facilities on the PROJECT which has not been contemplated in the current construction documents (plans and specifications), the plat, or this AGREEMENT, become necessary due to site conditions, then the DEVELOPER shall be required to contact in writing (with a copy to the City of Kaufman), with the City Engineer to determine how such work or construction should progress. The DEVELOPER further agrees to follow all reasonable recommendations and requirements imposed by the City Engineer in such instance. (Addresses for points of contact are as follows:)

City of Kaufman	Teague Nall & Perkins (TNP)–City Engineer
Mike Holder, City Manager	Philip C. Varughese, P.E.
209 S. Washington St.	5237 N. Riverside Drive, Suite 100
Kaufman, TX 75142	Fort Worth, Texas 76137
Phone: 972-932-2216	Phone: 817-336-5773
Fax: 972-932-0636	Fax: 817-336-2813
Email: mholder@kaufmantx.org	Email: pvarughese@tnpinc.com

- N. The DEVELOPER agrees to cause all work and construction of improvements and facilities to be stopped upon twenty-four (24) hour notification from the City Engineer of nonconforming improvements, including the materials used and the methods of installation. The DEVELOPER further agrees to correct all nonconformities in accordance with the City Engineer's instructions.
- O. The DEVELOPER is encouraged not to convey title of any lots adjacent to the PROJECT area, until all construction in respect to the PROJECT required in Section II is complete and the CITY has approved and accepted the work and improvements in respect thereof. The DEVELOPER understands that, except as specifically provided herein, the CITY shall issue no building permits for improvements on any lot adjacent to the Project until all public improvements

and facilities in respect to the Project are completed in accordance with this Agreement. Further, DEVELOPER agrees to inform all persons or entities purchasing the lots or any interest in the lots that, except as specifically provided herein, CITY shall not issue any building permits until all public improvements and facilities are completed in accordance with this Agreement.

- P. After completion and prior to acceptance of all work, the DEVELOPER shall furnish to the CITY an affidavit of all bills paid.

II. PUBLIC AND PRIVATE IMPROVEMENTS AND FACILITIES TO BE CONSTRUCTED

- A. The following public improvements and facilities are to be constructed and completed in accordance with the approved plans and specifications as described in Attachment "A". Except as expressly provided otherwise, DEVELOPER shall be responsible for the construction and maintenance of all improvements and facilities for the Project until such improvements and facilities are approved and accepted by the City to be maintained by the City:

- 1) Water Distribution System.
- 2) Sanitary Sewer System.
- 3) Drainage and Storm Sewer System.
- 4) Street Paving – Streets shall be built to City standards.
- 5) Landscaping
- 6) Fences/Walls/Retaining Walls.
- 7) Signs – Shall match with the existing street signs in Prairie Creek Estates Phase 3.
- 8) Driveways and Walkways – The DEVELOPER shall be responsible for the construction of sidewalks, handicap ramps and pathways as required in the City Ordinance.
- 9) Lights – Street lights shall be as designated on street light layout plan approved by City and submitted to TVEC. Street-lights shall match with the existing street lights in Georgetown at Kings Fort.
- 10) Common Areas and Open Space Lots – All common areas and open space lots outside PROJECT AREA will be maintained by the DEVELOPERS, and/or subsequent property or homeowner's association, as applicable.

- B. Other.

1. Bench marks to be located as shown on the approved plans.

2. Upon completion, three (3) sets of as-builts/record drawings, Electronic copies in both PDF and DWG format (in a CD or Removable Drive) shall be submitted to the CITY before the acceptance of the public improvements and facilities.

3. Testing

The DEVELOPER shall provide all geotechnical and materials tests required by the City Engineer and City Inspector at the DEVELOPER'S cost. Such tests shall be conducted by an independent laboratory acceptable to the CITY. All test results must be submitted and approved by the City Engineer prior to the acceptance of the Public Improvements and facilities.

4. Permits

The DEVELOPER shall pay a Community Facilities inspection fee in the amount of **ONE HUNDRED TWENTY THREE THOUSAND FOUR HUNDRED EIGHTEEN AND 53/100 DOLLARS (\$123,418.53.00)** (3% of **\$4,113,951.00**) to cover the cost of City inspection fees as related to the construction of the Project. As applicable, DEVELOPER shall be obligated to pay other CITY fees as set forth in the City's Schedule of Fees, as may be amended from time to time. The DEVELOPER shall be responsible for obtaining any other permits which may be required by other federal, state or local authorities.

5. Park Fees. DEVELOPER shall pay park fees in the amount of \$76,960.01 in accordance with the approved Development Agreement between the City and DEVELOPER dated January 24, 2022 (the "Development Agreement") on or before the recordation of the plat for the Project.

6. Oversizing. CITY shall make payments to reimburse DEVELOPER for the oversizing costs of a Water Line, as further described in the Development Agreement, and such payments shall be made on a monthly basis to commence after the first new residential home building permit issued for the Project. The amount of each monthly payment shall be based upon impact fees received by the City for the new residential homes for the Project in a given month in accordance with City Regulations and the Development Agreement and the total reimbursement shall not exceed **TWO HUNDRED AND THREE THOUSAND ONE HUNDRED AND FOUR DOLLARS (\$203,104.00)**. The amount of monthly payments shall be based upon the amount of eligible impact fees received by the City.

III. GENERAL PROVISIONS

A. The DEVELOPER agrees to furnish and maintain at all times prior to the City's

final acceptance of the public improvements and community facilities for the Project, an owners protective liability insurance policy naming the CITY as insured for property damage and bodily injury in the following amounts: Coverage shall be on an "occurrence" basis and shall be issued with a combined bodily injury and property damage minimum limit of \$600,000 per occurrence and \$1,000,000 aggregate.

- B. Exclusive venue of any action brought hereunder shall be in Kaufman, Kaufman County, Texas.
- C. Approval by the City Engineer of any plans, designs or specifications submitted by the DEVELOPER pursuant to this AGREEMENT shall not constitute or be deemed to be a release of the responsibility and liability of the DEVELOPER, his engineer, employees, officers or agents with respect to the construction of any of the PROJECT'S improvements or facilities, or for the accuracy and competency of the PROJECT'S improvements and facilities design and specifications prepared by the DEVELOPER'S consulting engineer, his officers, agents, servants or employees, it being the intent of the parties that the approval by the City Engineer signifies the City's approval on only the general design concept of the improvements and facilities to be constructed. The DEVELOPER shall release, indemnify, defend and hold harmless the CITY, its officers, agents, servants and employees, from any demands, actions, causes of action, obligations, loss, damage, liability or expense, including attorneys fees and expenses, on account of or with respect to damage to property and injuries, including death, to any and all persons which may arise out of or result from any defect, deficiency or negligence in the construction of the PROJECT'S public improvements and facilities or with respect to the DEVELOPER'S Engineer's designs and specifications incorporated into any improvements and facilities constructed in accordance therewith, and the DEVELOPER shall defend at his own expense any suits or other proceedings brought against the CITY , its officers, agents, servants or employees, or any of them, on account thereof, and pay all expenses and satisfy all judgments which may be incurred or rendered against them or any of them in connection herewith. All responsibility and liability for drainage to adjacent and downstream properties from development of this PROJECT shall accrue to the DEVELOPER.
- D. Liability for construction. The DEVELOPER, its successors, permittees, permitted assigns, vendors, grantees and/or trustees do hereby fully release and agree to indemnify, hold harmless and defend the CITY , its officers, agents, servants and employees from all losses, damage liabilities, claims, obligations, penalties, charges, costs or expenses of any nature whatsoever, for property damage, personal injury or death, resulting from or in any way connected with this contract or the construction of the improvements or facilities or the failure to safeguard construction work, or any other act or omission of the DEVELOPER or its contractors or subcontractors, their officers, agents,

servants or employees related thereto.

- E. Final Acceptance of Infrastructure. The CITY will not issue a Letter of Acceptance until all public facilities and improvements are completely constructed (Final Completion) to the satisfaction of the City Engineer or his agent. However, upon Substantial Completion, a "punch list" of outstanding items shall be presented to the Developer's contractor(s) indicating those outstanding items and their deficiencies that need to be addressed for Final Completion of the Improvements.
- F. Neither this Agreement nor any part hereof or any interests, rights, or obligations herein, shall be assigned by the DEVELOPER without the express written consent of the City Council of the City of Kaufman.
- G. All work performed under this AGREEMENT shall be completed within 18 months from the date hereof. In the event the work is not completed within the eighteen (18) month period, the CITY may, at its sole election, draw down or otherwise exercise its rights under or with respect to any Guarantee provided by the DEVELOPER and complete such work at DEVELOPER'S expense; provided, however, that if the construction under this AGREEMENT shall have started within the eighteen (18) month period, the CITY may agree to renew the AGREEMENT with such renewed AGREEMENT to be in writing and in compliance with the CITY policies in effect at that time. Notwithstanding the foregoing, in the event that the performance by either party of any of its' obligations or undertakings hereunder shall be interrupted or delayed by any occurrence and not occasioned by the conduct of either party hereto, whether such occurrence be an act of God or the common enemy or the result of war, riot, civil commotion, or sovereign conduct, then upon written notice of such occurrence, such party shall be excused from performance for a period of time as is reasonably necessary after such occurrence to remedy the effects thereof, and each party shall bear the cost of any expense it may incur due to the occurrence.
- H. This Subdivider's AGREEMENT shall be construed in accordance with the City of Kaufman, Texas Subdivision Regulations and all other applicable ordinances. Any conflicts between the provisions of this DEVELOPER'S AGREEMENT, the City's Subdivision Regulations, City Ordinances, and State and Federal law, shall be construed in favor of the City's ordinance(s) as allowed by law, subject to Chapter 245 of the Local Government Code. To the extent that any such conflict exists, only that portion of the Subdivider's AGREEMENT which is in conflict shall be severable from the other provisions of the AGREEMENT, and such conflict shall in no manner affect the validity or enforceability of the remaining provisions.
- I. All rights, remedies and privileges permitted or available to the CITY under this AGREEMENT or at law or equity shall be cumulative and not alternative, and

election of any such right, remedy or privilege shall not constitute a waiver or exclusive election of rights, remedies or privileges with respect to any other permitted or available right, remedy or privilege. Additionally, one instance of forbearance by the CITY in the enforcement of any such right, remedy or privilege, shall not constitute a waiver of such right, remedy or privilege by the CITY. A default under this Agreement by the CITY shall not result in a forfeiture of any rights, remedies, or privileges under this Agreement by the CITY.

SIGNED AND EFFECTIVE on the date last set forth below.

DEVELOPER:
FREEMAN FARM A SERIES OF EIS
DEVELOPMENT II, LLC,
a Texas limited liability company

By:
a Texas limited liability company
Its:

Date: _____

CITY OF KAUFMAN, TEXAS

Date: _____

Jeff Jordan, Mayor
City of Kaufman, Texas

ATTEST:

APPROVED AS TO FORM:

Jessie Hanks, City Secretary
City of Kaufman, Texas

Patricia A. Adams, City Attorney
City of Kaufman, Texas

“Attachment A”

Detailed Cost Estimates of Public and Private Improvements and Facilities



PID Cost Summary					
Opinion of Probable Construction Costs based on Contracts					
Freeman Farm - Public Improvement District					
Exhibit 'B'					
Friday, July 28, 2023					

Contractor (Division)	Public			Private	Public+Private Total
	Direct	Master	Public Total		
J&K Excavation (Grading)	\$171,566	\$0	\$171,566	\$333,134	\$504,700
J&K Excavation (Erosion Control)	\$61,250	\$0	\$61,250	\$0	\$61,250
J&K Excavation (Drainage)	\$467,505	\$0	\$467,505	\$0	\$467,505
J&K Excavation (Water)	\$463,850	\$0	\$463,850	\$115,900	\$579,750
J&K Excavation (Offsite Water)	\$0	\$439,100	\$439,100	\$7,200	\$446,300
J&K Excavation (Sanitary Sewer)	\$406,760	\$0	\$406,760	\$123,424	\$530,184
ERWS, Inc. (Retaining Walls)	\$0	\$0	\$0	\$138,038	\$138,038
J&K Excavation (Paving)	\$1,176,539	\$0	\$1,176,539	\$0	\$1,176,539
Landscaping (Open Spaces) [Not Contracted]	\$0	\$219,875	\$219,875	\$219,875	\$439,750
Sub Total	\$2,747,470	\$658,975	\$3,406,445	\$937,571	\$4,344,016
Soft Costs (including Bonds)	\$340,821	\$48,028	\$388,849	\$529,092	\$917,941
Contingency @ 10%	\$274,747	\$43,910	\$318,657	\$71,770	\$390,427
Grand Totals	\$3,363,038	\$750,913	\$4,113,951	\$1,538,433	\$5,652,384

Note: Engineering Concepts & Design (ECD) cannot guarantee that quantities, proposals , bids, or actual costs will not vary from this opinion of probable costs. ECD will NOT be responsible for any cost overruns and/or funding shortages.

“Attachment A”

Detailed Cost Estimates of Public and Private Improvements and Facilities

Client Name: Lillian Custom Homes
 Project Name: **Freeman Farm**
 ECD Project No.: 00557
 Estimate Date: 28-Jul-23



Lots: 123
 Acres: 25.40
 Density: 4.84

Z:\PROJECTS\00557 Kaufman-
 21 AC on
 US175\dwg\Cargill\Oakdale
 Base 081121-2.dwg

AutoCAD file Used/Date:

Engineers Opinion Of Probable Construction Cost for PID (Summary)

Summary

Description	Quantity	Unit	Unit Price	Item Amount
J&K Excavation - Grading Total				\$504,700
J&K Excavation - Erosion Control Total				\$61,250
J&K Excavation - Drainage Total				\$467,505
J&K Excavation - Water Total				\$579,750
J&K Excavation - Sanitary Sewer Total				\$530,184
ERWS, Inc. - Retaining Walls Total				\$138,038
J&K Excavation - Paving Total				\$1,176,539
Construction Contingency - On-Site	10%			\$345,797
Lab Testing	1	LS	\$18,500	\$18,500
Bonds	1	LS	\$32,500	\$32,500
Sub-Total On-Site Hard Costs				\$3,854,763
J&K Excavation - Offsite Water Total				\$446,300
Construction Contingency - Off-Site	10%			\$44,630
Bonds (Included as part of On-Site Costs)	1	LS		
Sub-Total Off-Site Hard Costs				\$490,930
Total All Construction Hard Costs				\$4,345,693
Reimbursable Expenses	1	LS	\$2,500	\$2,500
Final Plat & Lot Pinning (Task II)	123	LS	\$174	\$21,350
Engineering Design Total				\$23,850
Material Testing	3.0%	LS	\$3,396,716	\$101,901
Material Testing (Offsite)	3.0%	LS	\$446,300	\$13,389
Inspection Fees	3.0%	LS	\$2,753,978	\$82,619
Inspection Fees (Off-Site)	3.0%	LS	\$446,300	\$13,389
Construction Staking (Task I)	123	Lot	\$650	\$79,950
As Built Plans (Task III)	1	EA	\$1,500	\$1,500
Construction Administration Total				\$292,749

“Attachment A”

Detailed Cost Estimates of Public and Private Improvements and Facilities

Client Name: Lillian Custom Homes
 Project Name: **Freeman Farm**
 ECD Project No.: 00557
 Estimate Date: 28-Jul-23



Lots: 123
 Acres: 25.40
 Density: 4.84

Z:\PROJECTS\00557 Kaufman-
 21 AC on
 US175\dwg\Cargill\Oakdale
 Base 081121-2.dwg

AutoCAD file Used/Date:

Engineers Opinion Of Probable Construction Cost for PID (Summary)

Summary

Description	Quantity	Unit	Unit Price	Item Amount
Landscape/Screening/Planting along US 175	1188	LF	\$250	\$297,000
Entry Feature	1	LS	\$100,000	\$100,000
Wrought Iron Fence around Detention Area	570	LF	\$75	\$42,750
Street Lights	9	EA	\$1,250	\$11,250
Decel Turn Lanes		LS	\$100,000	
City Park Impact Fees	123	Lot	\$688	\$84,567
City Throughfare Impact Fees		Lot		
Cluster Box Unit Mailboxes (CBU)	123	Lot	\$175	\$21,525
Easement Acquisition (documents only)	1	LS	\$10,000	\$10,000
PID District Formation	1	LS	\$300,000	\$300,000
Franchise Utility Installation	123	Lot	\$1,000	\$123,000
Miscellaneous Developer Costs				\$990,092

Total Lots = 123
 Cost Per Lot = \$45,954
 Cost Per Acre = \$222,517

PROJECT GRAND TOTAL **\$5,652,384**

*** This estimate has been completed on limited information and should be used for project evaluation. Prior to making financial commitments based on this estimate, these numbers should be verified by Petitt-ECD L.P.

*** No assumptions have been made for the following items: Contractor Mobilization, Entry Features, Landscaping, Irrigation, Screening Walls, Land Cost, Impact Fees, or Franchise Utilities Including Electric, Cable, Phone, etc.

Due to the extreme market volatility that we are presently experiencing from a lack of cement production and resin shortages it is likely that market prices will be 10%-30% higher than shown in this estimate if construction occurs in 2023-2024. Petitt-ECD will NOT be responsible for any cost overruns and/or funding shortages.

In providing opinions of probable construction cost, the client understands that the design professional has no control over costs or the price of labor, equipment, materials, or over the contractor's method of pricing, and that the opinions or probable construction costs provided herein are to be made on the basis of the design professional's qualifications and experience. The client should also understand that quantities are based on available preliminary information and can and will change once engineering design is completed. The design professional makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bids or actual costs.

“Attachment A”

Detailed Cost Estimates of Public and Private Improvements and Facilities

J & K Excavation, LLC 2023

P O Box 886
Italy, TX 76651

Estimate

Date	Estimate #
4/12/2023	2023-116

Name / Address
Lillian Custom Homes 509 W. Ferris Ave Waxahachie, TX 75165

			Project
Description	Qty	Rate	Total
Freeman Farm - Kaufman, TX REV 4/19/23			
SWPP	1	750.00	750.00
NOI	1	1,750.00	1,750.00
Construction Entrance		3,500.00	3,500.00
Silt Fence (Installation only)	3,700	2.50	9,250.00
Rock Check Dams	6	2,250.00	13,500.00
Bi-Weekly Inspection & Rain Events - 18 month in bid	1	5,200.00	5,200.00
Dirt Work & Fill 55,900 Yards	1	447,200.00	447,200.00
Clearing	1	7,500.00	7,500.00
Back Fill Roads	1	15,000.00	15,000.00
Lot Benching	1	35,000.00	35,000.00
19800 SQ Ft Sod and Water TX Dot		27,300.00	27,300.00
Traffic Control TX-DOT		15,000.00	15,000.00
Lime Stabilization	1	195,000.00	195,000.00
Concrete Streets 132,654 SQ Ft	1	919,089.00	919,089.00
Handi Cap Ramps 18		27,500.00	27,500.00
2 Barricades		3,600.00	3,600.00
Sidewalks	1,044	12.00	12,528.00
Bonding		32,500.00	32,500.00
Lab Testing on: Dirt work and Concrete only scope of work		18,500.00	18,500.00
Street Lights by Others - or Electrical Provider		0.00	0.00
Street signs		3,822.00	3,822.00
Note: For Street Signs - No payment Markings or Stop Bars per plans - or not viewed by J&K. - Excluded			
Water 8"			
8" C-900 - 4700'		272,600.00	272,600.00
Phone #		972-923-2250	Total

“Attachment A”

Detailed Cost Estimates of Public and Private Improvements and Facilities

J & K Excavation, LLC 2023

P O Box 886
Italy, TX 76651

Estimate

Date	Estimate #
4/12/2023	2023-116

Name / Address
Lillian Custom Homes 509 W. Ferris Ave Waxahachie, TX 75165

			Project
Description	Qty	Rate	Total
Fire Hydrants- 11	11	8,500.00	93,500.00
2 - Flush Valves Auto		7,000.00	7,000.00
8 T=111		6,750.00	6,750.00
8 Valves = 16		56,000.00	56,000.00
12" - 8" TAP		4,500.00	4,500.00
2-Irrigation Hook up		2,000.00	2,000.00
3 - Lower Water Line		21,500.00	21,500.00
Services		115,900.00	115,900.00
12" Water Line			
12" C-900 3300		297,000.00	297,000.00
Repair Signs		1,500.00	1,500.00
18" Bore & Case 56'		22,500.00	22,500.00
1-Line Lower for Crossing		10,000.00	10,000.00
2- Blow off vales		8,000.00	8,000.00
6- Driveway repairs and Fences		12,500.00	12,500.00
4 - 45%		9,000.00	9,000.00
25' 18" casing		3,500.00	3,500.00
Cut in 12"-12" T		3,500.00	3,500.00
5 Fire Hydrants		47,500.00	47,500.00
3 - 12" Valves 3- 4200		12,600.00	12,600.00
Remove Plug & cut in 90 % / 12-12 T		11,500.00	11,500.00
6 Services	6	1,200.00	7,200.00
Storm			
Line B			
2- 10' Curb Inlets		15,000.00	15,000.00
60 - Bend		1,750.00	1,750.00
36" Pset		8,500.00	8,500.00
36" 229' RCP		54,960.00	54,960.00
27" 187 RCP		43,945.00	43,945.00
24" 150 RCP		32,500.00	32,500.00
4 -4 Storm MH 18"-24" Junction		6,000.00	6,000.00
Phone #		972-923-2250	Total

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Italy, TX 76651

Estimate

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4/12/2023	2023-116

Name / Address
Lillian Custom Homes 509 W. Ferris Ave Waxahachie, TX 75165

			Project
Description	Qty	Rate	Total
Line D			
6-10 Curb Inlets		39,000.00	39,000.00
18" 320'		35,520.00	35,520.00
24" 260		32,500.00	32,500.00
30" 195		33,175.00	33,175.00
4-3 Junction Box		5,500.00	5,500.00
48" 75'		22,500.00	22,500.00
48 RCP Type C		7,000.00	7,000.00
5 -5 Storm M-H		7,000.00	7,000.00
Line A			
18" 75'		8,325.00	8,325.00
4x4 inlet box Drop		6,500.00	6,500.00
Line C			
36" 135' ADS		16,200.00	16,200.00
30" 150' ADS		12,750.00	12,750.00
30' 150' ADS		12,750.00	12,750.00
30" 171 ADS		14,535.00	14,535.00
45% Bend		1,750.00	1,750.00
30% Bend		1,750.00	1,750.00
Rip Rap		6,000.00	6,000.00
Line G			
36" 41' RCP		9,840.00	9,840.00
2 - Pset		8,000.00	8,000.00
Remove CMP		500.00	500.00
Line H			
36" 45'		13,095.00	13,095.00
2- PSet		8,000.00	8,000.00
Remove CMP		500.00	500.00
Line G			
36" 41' RCP		9,840.00	9,840.00
2 - Pset		8,000.00	8,000.00
Phone #		972-923-2250	Total

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P O Box 886
Italy, TX 76651

Estimate

Date	Estimate #
4/12/2023	2023-116

Name / Address
Lillian Custom Homes 509 W. Ferris Ave Waxahachie, TX 75165

[illegible]

“Attachment A”

Detailed Cost Estimates of Public and Private Improvements and Facilities

J & K Excavation, LLC 2023

P O Box 886
Italy, TX 76651

Estimate

Date	Estimate #
4/12/2023	2023-116

Name / Address
Lillian Custom Homes 509 W. Ferris Ave Waxahachie, TX 75165

Description		Qty	Rate	Total
Please note that the above bid proposal pricing does not include: Any staking, bonding, GEO or Lab testing, SWPP or NOI, if SWPP weekly inspections are required there will be an additional \$250.00 per inspection charged to your account and sent to the Cities, no SWPP maintenance after original installation, if any SWPP maintenance is required you will be charged on a separate invoice per maintenance, licenses/permits, utilities, construction hydrant meter, culverts, headwalls, utility spoils haul off, clearing, concrete paving, lime stabilization, striping/signs/barricades, brick pavers, pavers installation, stained/scored concrete, hydromulch/sod, landscape, irrigation. Also note that we are not responsible for any asbestos testing or removal. Customer is responsible for obtaining if any of the exclusions are required or needed. This bid is based on our initial inspection and does not cover any additional supplies, parts, or labor which may be required after the work has been started which was not evident on our first inspection. Naturally this bid cannot cover such contingencies. Any additional charges will be added upon approval or with change order. If bid proposal is acceptable please sign and return via Email as work cannot begin until bid quote is signed dated and returned. _____ Signature _____ Date			0.00	0.00
Phone # 972-923-2250 Total \$3,835,568.00				