



**AGENDA**  
**MONDAY, OCTOBER 28, 2024**  
**TAX INCREMENT REINVESTMENT ZONE #2 (TIRZ #2) &**  
**CITY COUNCIL 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: 833 6927 8412  
PASSWORD: 562304**

**CALL TIRZ #2 MEETING TO ORDER** TIRZ #2: Chairman calls the Meeting to order, states the date and time, state members present, and declares a quorum present.\*\*

**TIRZ #2 ITEMS**

1. Consider and take appropriate action regarding an Agreed Termination, Release and Settlement Agreement for South Pointe (Cedar Crest) Development between the City, Kaufman Reinvestment Zone No. 2 and Cedar Crest Development Company, LLC; and authorizing the Mayor to execute necessary documents.

**TIRZ #2 ADJOURNMENT**

**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.

2. Presentation and discussion regarding Walmart's addition of Drone Delivery Services to the Kaufman location.
3. 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**

4. Business of the Month - Always Accurate Hospice
5. 2024 Community Economic Development Award - KEDC

### **CONSENT AGENDA**

6. Consider and take appropriate action on the minutes from the September 30, 2024, Work Session and Regular City Council Meeting.
7. Consider and take appropriate action on Resolution R-25-24, a resolution of the City Council of the City of Kaufman, Texas, authorizing the City Manager to enter into an Agreement with the Texas Department of Transportation to close the Kaufman County Courthouse Square on Saturday, December 7, 2024, from 9:00 A.M. to 10:00 P.M. for the Kaufman "Christmas On The Square."
8. Consider and take appropriate action on Resolution R-26-24, a resolution of the City Council of the City of Kaufman, Texas, authorizing the City Manager to enter into an Agreement with the Texas Department of Transportation to close SH 34 (South Washington St) for the purpose of a Lighted Christmas Parade on Saturday, December 7, 2024, from 6:00 p.m. to 8:00 p.m.
9. Consider and take appropriate action on proposals for professional services from Teague Nall & Perkins for an update to the Streets and Water Impact Fee Study services and Wastewater Impact Fee Study and Adoption services; and authorizing the City Manager or his designee to execute necessary documents.
10. Consider and take appropriate action on the ratification of a contract with Texas Materials Group, Inc., to provide materials and services related to 2024 Street Curb & Gutter Reconstruction Improvements for E. First North Street.

### **END OF CONSENT AGENDA**

### **DISCUSSION/ACTION ITEMS**

11. Consider and take appropriate action on Resolution R-27-24, a resolution of the City Council of the City of Kaufman, Texas, authorizing the Chief of Police to apply for the Catalytic Converter Grant Program to fund the purchase of flock cameras for the Kaufman Police Department; providing that if the City of Kaufman receives the program grant, the city will match the grant amount for the purchase of flock cameras; providing for the incorporation of premises; and providing an effective date.

12. Consider and take appropriate action on Resolution R-28-24, a resolution of the City Council of the City of Kaufman, Texas, setting a Public Hearing under Sec. 372.011 of the Texas Local Government Code for the dissolution of the City of Kaufman Public Improvement District Number Five within the extraterritorial jurisdiction of the City of Kaufman, Texas, on an approximate 73.09 acres of land situated in the Thomas Beedy Survey, Abstract No. 21, Kaufman County, Texas and as more particularly described by a metes and bounds description available at Kaufman City Hall; setting a date for and authorizing the issuance of notice of Public Hearing by the City Secretary of Kaufman, Texas. (The Trails Development)
13. Consider and take appropriate action on Resolution R-29-24, a resolution of the City Council of the City of Kaufman, Texas, setting a Public Hearing under Sec. 372.009 of the Texas Local Government Code for the creation of the City of Kaufman Public Improvement District Number Five within the extraterritorial jurisdiction of the City of Kaufman, Texas, on an approximate 132.10 acres of land situated in the Thomas Beedy Survey, Abstract No. 21, Kaufman County, Texas, comprised of two tracts of land more particularly described by metes and bounds descriptions available at Kaufman City Hall; setting a date for and authorizing the issuance of notice of Public Hearing by the City Secretary of Kaufman, Texas. (The Trails Development)
14. Consider and take appropriate action on a community partnership agreement between the City of Kaufman and the Kaufman Chamber of Commerce for Community Based Services; and authorizing the City Manager or his designee to execute necessary documents.

#### **ANNOUNCEMENTS AND REPORTS FROM CITY MANAGER**

15. Receive an update and discussion regarding the following:
  - a. Discussion Items Report (DIR)
  - b. STAR Transit Ridership Report - September 2024
  - c. Careflite Compliance Report - September 2024
  - d. Fire Department Monthly Report - September 2024
  - e. Police Department Monthly Report - September 2024
  - f. Development Services Monthly Report - September 2024
  - g. Monthly Calendars Attached

#### **EXECUTIVE SESSION**

16. The City Council will recess into Executive Session pursuant to Texas Government Code for an executive session regarding the following:
  - a. Sec. 551.071(1) and (2); CONSULTATION WITH ATTORNEY: (1) To consult with City Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act and (2) for Council to seek the advice of its attorney about pending or contemplated litigation: South Pointe/ Cedar Crest Development

- b. Section 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 Olaf and Project Pie

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

17. Consider and take appropriate action regarding an Agreed Termination, Release and Settlement Agreement for South Pointe (Cedar Crest) Development between the City of Kaufman, Kaufman Reinvestment Zone No. 2 and Cedar Crest Development Company, LLC; and authorizing the Mayor to execute necessary documents.
18. Consider and take appropriate action to accept the deed documenting the reversion of fee simple title ownership to an approximate 51.953 acre tract of land located in the D. Falcon Survey, Abstract No. 151, Kaufman County, Texas from Cedar Crest Development Company, LLC to the City of Kaufman; and authorizing the Mayor to execute necessary documents.
19. 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, OCTOBER 25, 2024, 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 OR (888)788-0099 (TOLL FREE) MEETING/WEBINAR ID: 833 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: 10/28/2024

Date: 10/25/2024

Item #: 1.

Dept.: Administration

**Action Item**

**SUBJECT:**

Consider and take appropriate action regarding an Agreed Termination, Release and Settlement Agreement for South Pointe (Cedar Crest) Development between the City, Kaufman Reinvestment Zone No. 2 and Cedar Crest Development Company, LLC; and authorizing the Mayor to execute necessary documents.

**BACKGROUND:**

City staff has successfully negotiated an agreement with Cedar Crest Development for the termination, release, and settlement concerning the South Pointe Property. Since TIRZ #2 is a party to the original agreement related to this project, it is also required to take action regarding the termination and release of the property.

Author:

Mike Holder, City Manager

Reviewed:

Mike Holder, City Manager

**Cost:**

**Funds Available:**

**Source:**

**Recommendation: Staff recommends approval of an Agreed Termination, Release and Settlement Agreement for South Pointe (Cedar Crest) Development between the City, Kaufman Reinvestment Zone No. 2 and Cedar Crest Development Company, LLC; and authorizing the Mayor to execute necessary documents.**

| Safe & Secure            | Business<br>Friendly/Economic<br>Development | Partnership &<br>Community<br>Involvement | Healthy &<br>Environmentally<br>Cons. Comm. | Financial &<br>OPS Stewardship |
|--------------------------|----------------------------------------------|-------------------------------------------|---------------------------------------------|--------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/>                     | <input type="checkbox"/>                  | <input type="checkbox"/>                    | <input type="checkbox"/>       |



Meeting  
Date: 10/28/2024

Date: 10/07/2024

Item #: 6.

Dept.: Administration

**Consent Agenda**

**SUBJECT:**

Consider and take appropriate action on the minutes from the September 30, 2024, 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 the September 30, 2024, Work Session and Regular City Council Meeting.

| Safe & Secure            | Business<br>Friendly/Economic<br>Development | Partnership &<br>Community<br>Involvement | Healthy &<br>Environmentally<br>Cons. Comm. | Financial &<br>OPS Stewardship |
|--------------------------|----------------------------------------------|-------------------------------------------|---------------------------------------------|--------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/>                     | <input type="checkbox"/>                  | <input type="checkbox"/>                    | <input type="checkbox"/>       |



**MINUTES OF THE  
CITY COUNCIL MEETING  
MONDAY, SEPTEMBER 30, 2024  
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 meeting to order at 6:01 p.m. Councilmembers present were Jeff Jordan, Charles Gillenwater, Ashlea Longenecker, Quattro Borders, Matt Phillips, and Jason Nelson. Councilmember Lisa Parker arrived at 6:17 p.m. Mayor Jordan declared a quorum present. Also present were City Manager Mike Holder, Assistant City Manager Rachel Balthrop Mendoza, City Attorney Patricia Adams, City Secretary Jessie Hanks, Finance Director Mary Wennerstrom, Development Services Director Andrew Bogda, Human Resources Coordinator Sharna Ellis, Fire Chief Ronnie Davis, 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. Discussion and provide direction to staff regarding an update to the Job Classification & Step Pay Plan for fiscal year 2025.

Mr. Holder reviewed the update to the Job Classification & Step Pay Plan for fiscal year 2025. He outlined the proposed addition of two job titles as well as the adjusted pay ranges due to the salary increases that were approved in the budget. There were discussions regarding staff goals for the Job Classification & Step Pay Plan for fiscal year 2026.

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

Mr. Holder reviewed the 5-year Capital Improvement Plan from item 11, and the proposed rate increase request for Republic from item 10.

**WORK SESSION ADJOURNMENT**

There being no further business, Mayor Jordan adjourned the work session at 6:22 p.m.

**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 City Council meeting to order at 6:30 p.m. Councilmembers present were Jeff Jordan, Charles Gillenwater, Ashlea Longenecker, Quattro Borders, Matt Phillips, Jason Nelson, and Lisa Parker. Mayor Jordan declared a quorum present. Also, present were City Manager Mike Holder, Assistant City Manager Rachel Balthrop Mendoza, City Attorney Patricia Adams, City Secretary Jessie Hanks, Finance Director Mary Wennerstrom, Economic Development Director Stewart McGregor, Development Services Director Andrew Bogda, Human Resources Coordinator Sharna Ellis, Fire Chief Ronnie Davis, Police Captain 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.

### **PROCLAMATION**

3. National Night Out - October 1, 2024

Mayor Jordan read the proclamation and declared October 1, 2024, as National Night Out in the City of Kaufman.

4. Texas Teachers' Day - October 5, 2024

Mayor Jordan read the proclamation and declared October 5, 2024, as Texas Teacher's Day in the City of Kaufman.

5. Community Planning Month - October 2024

Mayor Jordan read the proclamation and declared the month of October 2024 as Community Planning Month in the City of Kaufman.

### **RECOGNITION**

6. Business of the Month - Latham Bakery

Mayor Jordan, Mr. McGregor, and Anne Glasscock, Chief Executive Officer of the Kaufman Chamber of Commerce, presented Latham Bakery with the August 2024 Business of the Month recognition.

### **CONSENT AGENDA**

7. Consider and take appropriate action on the minutes from the August 26, 2024, Work Session and Regular City Council Meeting.

8. Consider and take appropriate action to approve the transfer of aged bills to Collection of

Delinquent Utility Billing Accounts Receivable Balances.

9. Consider and take appropriate action on Resolution R-21-24, a resolution of the City Council of the City of Kaufman, Texas, approving the annual review of the City of Kaufman Investment Policy pursuant to the Public Funds Investment Act; approving the adoption of an amended City of Kaufman Investment Policy; and providing for an effective date.
10. Consider and take appropriate action on a proposed Consumer Price Index and Brush Pick-up Rate adjustments by Republic Services as outlined in the Contract for Collection of Solid Waste Services between the City and Republic Services of Texas, LLC.

Councilmember Gillenwater made a motion to approve consent agenda items 7-10 as presented. The motion was seconded by Councilmember Nelson and passed 7/0.

**END OF CONSENT AGENDA**

**PUBLIC HEARING**

11. Conduct a public hearing and consider and take appropriate action on Resolution R-22-24, a Resolution of the City Council of the City of Kaufman, Texas, approving an updated City of Kaufman Capital Improvements Plan for Fiscal Years 2025 through 2029.

a. Presentation

Mr. Holder presented the proposed 5-year Capital Improvement Plan. He highlighted the projects the city plans to accomplish in FY 2025.

b. Public Hearing

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

c. Consider and take appropriate action on Resolution R-22-24

Mayor Pro-Tem Phillips made a motion to approve Resolution R-22-24 as presented. The motion was seconded by Councilmember Longenecker and passed 7/0.

12. Conduct a public hearing, consider and take appropriate action on Ordinance O-22-24, an Ordinance of the City Council of the City of Kaufman, Texas accepting and approving an Annual Service Plan Update and Assessment Roll 2024-2025 for the Kaufman Public Improvement District No. 3, in compliance with Chapter 372 of the Texas Local Government Code, as amended; accepting and approving the Annual Service Plan Update and Updated Assessment Roll for PID 3 as set forth in Exhibit "A" to the Ordinance providing for payment of the assessments in accordance with Chapter 372; providing for the method of assessment and the payment of the assessments, providing penalties and interest on delinquent assessments and compliance with all other legal requirements providing for severability, and providing an effective date. ("Freeman Farm")

a. Presentation

Mayor Jordan opened items 12, 13, and 14 for presentation and discussion.

Nick Bulaich, Managing Director of Hilltop Securities, informed Council about the updates to the Proposed Service and Assessment Plan, the bond numbers, and reimbursement agreement. He reviewed all the supporting documents and gave an overview of the bond, a tax rate analysis, and a transaction summary.

b. Public Hearing

Mayor Jordan opened the public hearing at 6:57 p.m. There being no speakers present, Mayor Jordan closed the public hearing at 6:57 p.m.

c. Consider and take appropriate action on Ordinance O-22-24

Councilmember Longenecker made a motion to approve Ordinance O-22-24 as presented. The motion was seconded by Councilmember Parker and passed 7/0.

### **DISCUSSION/ACTION ITEMS**

13. Consider and take appropriate action on Ordinance O-26-24, an ordinance of the City Council of the City of Kaufman, Texas, approving and authorizing the issuance and sale of the City of Kaufman, Texas Special Assessment Revenue Bonds, Series 2024 (Kaufman Public Improvement District No. 3); approving and authorizing an indenture of trust, a bond purchase agreement, limited offering memorandum, a continuing disclosure agreement, and other agreements and documents in connection therewith; making findings with respect to the issuance of such bonds; and providing an effective date. ("Freeman Farm")

Councilmember Longenecker made a motion to approve Ordinance O-26-24 as presented. The motion was seconded by Councilmember Nelson and passed 7/0.

14. Consider and take appropriate action regarding the First Amended Reimbursement Agreement between the City and EIS Development, LLC providing reimbursement of certain costs associated with Kaufman Public Improvement District No. 3, the Freeman Farms development, and authorizing the Mayor or designee to execute necessary documents.

Councilmember Longenecker made a motion to approve the First Amended Reimbursement Agreement between the City and EIS Development, LLC as presented. The motion was seconded by Councilmember Parker and passed 7/0.

Mr. Holder thanked all of the consultants for all of their hard work on these documents for the city.

15. Consider and take appropriate action on the **Site Plan of CiCi's Pizza**, situated on approximately 1.24 acres out of the D. Falcon Survey, Abstract No. 151, City of Kaufman, Kaufman County, Texas, said property being generally located at the southwest corner of S. Washington St. and Roundup Dr. on a portion of Block B of the Five Points Addition (Property ID 235266). The property is zoned Planned Development-22, Sub-District A ("PD-22-A") for "C" Commercial uses. (Case No. SP-02-24)

Mr. Bogda presented the Site Plan for CiCi's pizza. He reviewed the building elevations, landscape plan, and surrounding zoning.

Mayor Pro-Tem Phillips made a motion to approve the Site Plan of CiCi's pizza as presented. The motion was seconded by Councilmember Longenecker and passed 7/0.

16. Consider and take appropriate action on the **Highland Meadows Phase I Facilities Agreement** between the City and Meritage Homes of Texas, LLC, for the installation of public improvements and facilities within Phase I of the Highland Meadows development, comprising 62.193 acres generally located on the south side of State Highway 243 at Ola Road; and authorizing the Mayor or designee to execute necessary documents.

Mr. Bogda presented and reviewed the Highland Meadows Phase 1 Facilities Agreement. He reviewed the background of the development, and recommendation.

Councilmember Borders made a motion to approve the Highland Meadows Phase I Facilities Agreement as presented. The motion was seconded by Councilmember Nelson and passed 7/0.

17. Consider and take appropriate action on the **Professional Services Agreement** between the City and Hiller Health Inspection, LLC for **Food Health Inspection and Plan Review Services** and to authorize the Mayor or designee to execute the agreement.

Mr. Bogda informed the Council about the background of the City's Health Inspection services, the bid proposal process, and the recommended contractor.

Councilmember Gillenwater made a motion to approve the **Professional Services Agreement** between the City and Hiller Health Inspection, LLC for **Food Health Inspection and Plan Review Services** as presented. The motion was seconded by Councilmember Parker and passed 7/0.

18. Consider and take appropriate action regarding Ordinance O-23-24, an ordinance of the City Council of the City of Kaufman, amending the City of Kaufman Personnel Policies Manual, amending Subsection (b) "Adoption of city job classification, compensation plan and step schedule" of Section 2.03.001 "Personnel policies manual adopted; repeal of conflicting provisions", of Article 2.03, "Personnel Regulations" of Chapter 2, "Administration and Personnel" of the Code of Ordinances; and providing an effective date.

Mr. Holder reviewed the proposed changes to the Job Classification and Step Pay Plan.

Councilmember Nelson made a motion to approve Ordinance O-23-24 as presented. The motion was seconded by Councilmember Borders and passed 7/0.

19. Consider and take appropriate action regarding Ordinance O-24-24, an ordinance of the City Council of the City of Kaufman, Texas, amending Ordinance No. O-17-23 adopting the City's and Kaufman Economic Development Corporation's 2023-2024 Fiscal Year Budget to balance Revenue Surplus, Expense Surplus, and Shortfall; and providing an effective date.

Ms. Wennerstrom presented the proposed budget amendments for the FY2024 budget.

Councilmember Parker made a motion to approve Ordinance O-24-24, amending Ordinance No. O-17-23, adopting the City's and Kaufman Economic Development Corporation's 2023-2024 Fiscal Year

Budget to balance Revenue Surplus, Expense Surplus, and Shortfall. The motion was seconded by Councilmember Borders and passed 7/0.

20. Consider and take appropriate action on Ordinance O-25-24, an Ordinance of the City Council of the City of Kaufman, Texas, amending Section A4.001, "Zoning/development fees", of Article A4.000, "Building and Development Fees"; amending Section A6.001, "Food service establishments", of Article A6.000 Health and Sanitation Related Fees"; amending and renaming Section A7.001 "City Lakes Park and Lake Kaufman"; and amending Section A7.003 "Park Usage Fees", of Article A7.000 "Park and Recreation Fees" of Appendix A, "Fee Schedule", of the Code of Ordinances of the City of Kaufman to adopt fees for new plat types, adjusted fees for building permit applications, adjusted fees for food service establishments, removal of language regarding Lake Kaufman, and adjusted fees for park usage; providing for the incorporation of premises; providing amendments; providing a severability clause; providing a cumulative repealer/savings clause; providing for a penalty; and providing for publication and an effective date.

Mr. Bogda reviewed the proposed fee changes in regard to zoning/development fees, building fees, and food service establishment. Ms. Balthrop Mendoza outlined the suggested updates to the Park usage fees.

Councilmember Gillenwater made a motion to approve Ordinance O-25-24 with the removal of the tournament fees, refundable deposit, light usage fee, practice fee, and key fees for Association and Leagues in Section A7.003. The motion was seconded by Councilmember Longenecker and passed 7/0.

21. Consider and take appropriate action on the award or rejection of bid and contract for motor fuel and oil for Fiscal Year 2025 and authorizing the Mayor or his designee to execute necessary documents.

Councilmember Borders recused himself from this agenda item due to a conflict of interest.

Ms. Balthrop Mendoza reviewed the bids received the motor fuel and oil for FY 2025.

Councilmember Parker made a motion to award the bid and contract for motor fuel and oil for Fiscal Year 2025 to Borders and Long. The motion was seconded by Mayor Pro-Tem Phillips and passed 6/0.

22. Consider and take appropriate action on the award or rejection of a bid and contract for City Lakes Park Improvements and authorizing the Mayor or his designee to execute necessary documents.

Ms. Balthrop Mendoza presented the proposals for the bids for City Lakes Park Improvements.

Mayor Pro-Tem Phillips made a motion to award a bid and contract for City Lakes Park Improvements to Home Run Construction. The motion was seconded by Councilmember Parker and passed 7/0.

23. Consider and take appropriate action on Resolution R-23-24, a resolution of the City Council of the City of Kaufman, Texas, nominating candidates for election to the Board of Directors of Kaufman Central Appraisal District; and providing for an effective date.

Mr. Holder informed the Council about the State Legislature who changed the way the election process for the CAD Board Appraisal District.

Mayor Jordan made a motion to nominate Bruce Wood, John Zaby, and Mike Slye for election to the Board of Directors of the Kaufman Central Appraisal District. The motion was seconded by Councilmember Nelson and passed 7/0.

### **APPOINTMENT**

24. Consider and take appropriate action on the appointment of three (3) members to the Keep Kaufman Beautiful Board for a two (2) year term to expire March 2025.

Ms. Hanks reviewed the applications received to fill the three vacancies for the Keep Kaufman Beautiful Board.

Mayor Jordan made a motion to appoint Lowell Smith, Holly Collins, and Stephanie Rodriguez to the Keep Kaufman Beautiful Board for a two (2) year term to expire March 2026. The motion was seconded by Councilmember Borders and passed 7/0.

### **ANNOUNCEMENTS AND REPORTS FROM CITY MANAGER**

25. Receive an update and discussion regarding the following:
- a. National Night Out - October 1, 2024
  - b. TML Conference - Houston - October 9-11, 2024
  - c. Kaufman Harvest Fest - October 12, 2024
  - d. KISD Education Foundation Legacy Ball - October 26, 2024
  - e. Discussion Items Report (DIR)
  - f. STAR Transit Ridership Report - August 2024
  - g. Careflite Compliance Report - August 2024
  - h. Fire Department Monthly Report - August 2024
  - i. Police Department Monthly Report - August 2024
  - j. Development Services Monthly Report - August 2024
  - k. Monthly Calendars Attached

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

### **EXECUTIVE SESSION**

Mayor Jordan recessed into Executive Session at 7:50 p.m.

26. The City Council will recess into Executive Session pursuant to Texas Government Code for an executive session regarding the following:
- a. Sec. 551.071(1) and (2); CONSULTATION WITH ATTORNEY: (1) To consult with City Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflict with the Texas Open Meetings Act and (2) for Council to seek the advice of its attorney about pending or contemplated litigation: South Pointe
  - b. Sec. 551.072. DELIBERATION REGARDING REAL PROPERTY; CLOSED MEETING. T deliberate the purchase, exchange, lease, or value of real property regarding: "Project Pie South Pointe
  - c. Sec. 551.074: PERSONNEL MATTERS. To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: City Secretary Evaluation

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

Mayor Jordan reconvened into open session at 8:36 p.m.

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

There was no action necessary on matters discussed in Executive Session.

**ADJOURNMENT**

There being no further business, Mayor Jordan adjourned the meeting at 8:37 p.m.

ATTEST:

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JEFF JORDAN  
MAYOR

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JESSIE HANKS  
CITY SECRETARY



Meeting  
Date: 10/28/2024

Date: 10/07/2024

Item #: 7.

Dept.: Administration

**Consent Agenda**

**SUBJECT:**

Consider and take appropriate action on Resolution R-25-24, a resolution of the City Council of the City of Kaufman, Texas, authorizing the City Manager to enter into an Agreement with the Texas Department of Transportation to close the Kaufman County Courthouse Square on Saturday, December 7, 2024, from 9:00 A.M. to 10:00 P.M. for the Kaufman "Christmas On The Square."

**BACKGROUND:**

The City of Kaufman will be hosting the Christmas on the Square. Saturday's events will begin at Noon and conclude at approximately 8:00 p.m. We anticipate +/- 3,000 people to attend at the festival. This year, there will be vendors including arts/crafts vendors, food vendors, games, and a small stage with local entertainment around the Courthouse Square. The Lighted Christmas Parade will take place at 6:00 p.m. At 7:00 p.m., the tree lighting ceremony will be at City Hall with a performance by the Helen Edwards Choir, photos with Santa, and Christmas cookies.

Author:  
Jessie Hanks, City Secretary

Reviewed:  
Mike Holder, City Manager

**Cost:**

**Funds Available:**

**Source:**

**Recommendation: Staff recommends approval of Resolution R-25-24 as presented.**

| Safe & Secure            | Business<br>Friendly/Economic<br>Development | Partnership &<br>Community<br>Involvement | Healthy &<br>Environmentally<br>Cons. Comm. | Financial &<br>OPS Stewardship |
|--------------------------|----------------------------------------------|-------------------------------------------|---------------------------------------------|--------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/>                     | <input type="checkbox"/>                  | <input type="checkbox"/>                    | <input type="checkbox"/>       |

**RESOLUTION R-25-24**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KAUFMAN, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION TO TEMPORARILY CLOSE STATE HIGHWAY 243 FROM JEFFERSON STREET TO WASHINGTON STREET ON SATURDAY, DECEMBER 7, 2024, FROM 9:00 A.M. UNTIL 10:00 P.M. FOR THE KAUFMAN “CHRISTMAS ON THE SQUARE” EVENT.**

**WHEREAS**, the City Council desires to formally enter into an agreement with the Texas Department of Transportation to close SH-243 one-way traffic operation around the Kaufman County Courthouse in Kaufman, Texas; and

**WHEREAS**, the event will be located within the City of Kaufman's incorporated area; and

**WHEREAS**, this event serves a public purpose to the City of Kaufman, its citizens, and visitors to our City.

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

**SECTION 1.** The City Council does hereby authorize the City Manager to enter into an Agreement with the Texas Department of Transportation for the Temporary Closure of State Right of Way.

**SECTION 2.** The Agreement of the Temporary Closure of State Right of Way is attached hereto and incorporated herein as “Exhibit A”.

**SECTION 3.** This Resolution shall become effective immediately upon its passage and approval.

**PASSED AND APPROVED** on this the 28<sup>th</sup> day of October 2024.

---

**JEFF JORDAN  
MAYOR**

**ATTEST:**

---

**JESSIE HANKS  
CITY SECRETARY**

**APPROVED AS TO FORM:**

---

**PATRICIA ADAMS  
CITY ATTORNEY**

STATE OF TEXAS           §  
COUNTY OF KAUFMAN §

**AGREEMENT FOR THE TEMPORARY CLOSURE  
OF STATE RIGHT OF WAY**

**THIS AGREEMENT** is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the “State,” and the City of Kaufman, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the “local government.”

**W I T N E S S E T H**

**WHEREAS**, the State owns and operates a system of highways for public use and benefit, including SH 243, in Kaufman, County; and

**WHEREAS**, the local government has requested the temporary closure of SH 243 (One way traffic operation around the Kaufman County Courthouse) for the purpose of the Christmas On the Square, from Jefferson St. to Washington St. as described in the attached “Exhibit A,” hereinafter identified as the “Event;” and

**WHEREAS**, the Event will be located within the local government’s incorporated area; and

**WHEREAS**, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State’s right of way will be performed within the State’s requirements; and

**WHEREAS**, on the 28<sup>th</sup> day of October 2024, the Kaufman City Council passed Resolution No. R-25-24, attached hereto and identified as “Exhibit B,” establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

**WHEREAS**, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

**WHEREAS**, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

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

**A G R E E M E N T**

**Article 1. CONTRACT PERIOD**

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

**Article 2. EVENT**

**DESCRIPTION**

The physical description of the limits of the Event, including county names and highway numbers, the number of lanes the highway has and the number of lanes to be used, the proposed schedule of start and stop times and dates at each location, a brief description of the proposed activities involved, approximate number of people attending the Event, the number and types of animals and equipment, planned physical modifications of any man-made or natural features in or adjacent to the right of way involved shall be attached hereto along with a location map and identified as "Exhibit C."

**Article 3. OPERATIONS**

**OF**

**THE**

**EVENT**

**A.** The local government shall assume all costs for the operations associated with the Event, to include but not limited to, plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signing.

**B.** The local government shall submit to the State for review and approval the construction plans, if construction or modifications to the State's right of way is required, the traffic control and signing plans, traffic enforcement plans, and all other plans deemed necessary by the State. The State may require that any traffic control plans of sufficient complexity be signed, sealed and dated by a registered professional engineer. The traffic control plan shall be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices. All temporary traffic control devices used on state highway right of way must be included in the State's Compliant Work Zone Traffic Control Devices List. The State reserves the right to inspect the implementation of the traffic control plan and if it is found to be inadequate, the local government will bring the traffic control into compliance with the originally submitted plan, upon written notice from the State noting the required changes, prior to the event. The State may request changes to the traffic control plan in order to ensure public safety due to changing or unforeseen circumstances regarding the closure.

**C.** The local government will ensure that the appropriate law enforcement agency has reviewed the traffic control for the closures and that the agency has deemed them to be adequate. If the law enforcement agency is unsure as to the adequacy of the traffic control, it will contact the State for consultation no less than 10 workdays prior to the closure.

**D.** The local government will complete all revisions to the traffic control plan as requested by the State within the required timeframe or that the agreement will be terminated upon written notice from the State to the local government. The local government hereby agrees that any failure to cooperate with the State may constitute reckless endangerment of the public and that the Texas Department of Public Safety may be notified of the situation as soon as possible for the appropriate action, and failing to follow the traffic control plan or State instructions may result in a denial of future use of the right of way for three years.

**E.** The local government will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.

**F.** The local government will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right of way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The local government will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the local government shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.

**G.** The local government hereby assures the State that there will be appropriate passage

allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the local government's traffic control plan.

**H.** The local government will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right of way and restore or repair the State's right of way, including, but not limited to, roadway and drainage structures, signs, overhead signs, pavement markings, traffic signals, power poles and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural and cultural environment in accordance with federal and state law, including landscape and historical features.

#### **Article 4. OWNERSHIP OF DOCUMENTS**

Upon completion or termination of this agreement, all documents prepared by the local government will remain the property of the local government. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

#### **Article 5. TERMINATION**

**A.** This agreement may be terminated by any of the following conditions:

- (1) By mutual written agreement and consent of both parties.
- (2) By the State upon determination that use of the State's right of way is not feasible or is not in the best interest of the State and the traveling public.
- (3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.
- (4) By satisfactory completion of all services and obligations as set forth herein.

**B.** The termination of this agreement shall extinguish all rights, duties, obligations, and liabilities of the State and local government under this agreement. If the potential termination of this agreement is due to the failure of the local government to fulfill its contractual obligations as set forth herein, the State will notify the local government that possible breach of contract has occurred. The local government must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the local government does not remedy the breach to the satisfaction of the State, the local government shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

#### **Article 6. DISPUTES**

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

#### **Article 7. RESPONSIBILITIES OF THE PARTIES**

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

#### **Article 8. INSURANCE**

**A.** Prior to beginning any work upon the State's right of way, the local government and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period

that the local government and/or its contractors are encroaching upon the State right of way.  
**B.** In the event the local government is a self-insured entity, the local government shall provide the State proof of its self-insurance. The local government agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

**Article 9. AMENDMENTS**

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the local government and the State.

**Article 10. COMPLIANCE WITH LAWS**

The local government shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right of way.

**Article 11. LEGAL CONSTRUCTION**

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**Article 12. NOTICES**

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following \_\_\_\_\_ respective \_\_\_\_\_ addresses:

| <b>Local Government:</b>             | <b>State:</b>                             |
|--------------------------------------|-------------------------------------------|
| <u>City of Kaufman</u>               | <u>Texas Department of Transportation</u> |
| <u>Jessie Hanks - City Secretary</u> | <u>4777 E. Highway 80</u>                 |
| <u>P.O. Box 1168</u>                 | <u>Mesquite, TX 75150</u>                 |
| <u>Kaufman, Texas 75142</u>          |                                           |

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

**Article 13. SOLE AGREEMENT**

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

**IN TESTIMONY WHEREOF**, the parties hereto have caused these presents to be executed in duplicate counterparts.

Agreement No. \_\_\_\_\_

**THE CITY OF** KAUFMAN

Executed on behalf of the local government by:

By \_\_\_\_\_ Date \_\_\_\_\_  
City Official

Typed or Printed Name and Title Mike Holder  
City Manager

**THE STATE OF TEXAS**

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By \_\_\_\_\_ Date \_\_\_\_\_  
District Engineer

## Exhibit A

October 28, 2024

Mr. Lane Selman, P.E., Area Engineer  
Texas Dept. of Transportation  
3260 FM 2728  
Kaufman, TX 75142

Re: Formal Request for Closure of the Kaufman County Courthouse Square for an event on  
December 7, 2024

Dear Mr. Selman:

The City of Kaufman is formally requesting permission and/or a permit to close the Kaufman Courthouse Square on Saturday, December 7, 2024, beginning at 9:00 a.m. and ending at 10:00 p.m. the same day for this year's **Kaufman Christmas on the Square**. Food vendors will be stationed around the courthouse and arts/crafts, exhibits, demonstrations, stage performances, etc. will be utilizing the parking spaces in front of the businesses as well as along the feeder streets leading into the square. The following is a brief description of traffic control measures to be taken:

- The entire square shall be securely barricaded off to through traffic with Kaufman Police Department officers controlling traffic at the intersections of (1) Washington & Mulberry and (2) State Highway 243 and Jefferson.
- A State approved, temporary, electronic, message board shall be placed approximately 500 feet west of the State Highway 243 and U.S. Highway 175 split stating, "SH 243 CLOSED TO TRUCK TRAFFIC DECEMBER 7th - DETOUR TO SH 34," or more appropriately wording per your request.
- Detour Ahead signs shall be placed 500 feet from each detour location and detour signs with directional arrows shall be placed at each State Highway detour location along with officers from the Kaufman Police Department.

If you have any questions or need more information, please feel free to contact me at (972) 932-2216.

Respectfully,

Jessie Hanks  
City Secretary

Attachments

**Exhibit B**

**Resolution R-25-24**

## Exhibit C

October 28, 2024

Lane Selman, P.E., Area Engineer  
Texas Dept. of Transportation  
3260 FM 2728  
Kaufman, TX 75142

Re: Kaufman Christmas On the Square 2024 - Description of Events

Dear Mr. Selman:

The City of Kaufman, along with the Downtown Merchants, will host the **Christmas on the Square** on the Kaufman Courthouse Square (See attached maps and parade route details). We anticipate +/- 3,000 people to be in attendance at the festival. This year the crowds will be entertained by the performances of several local groups. There will be arts/crafts vendors, food vendors, business exhibits, demonstration booths, and games, all around the Courthouse Square.

The festival will kick-off with at approximately Noon, Saturday, December 7<sup>th</sup> and is expected to end at 9:00 p.m. The lighted parade will begin at 6:00 p.m. The route is attached.

- The Parade will utilize ALL lanes of each highway during the event.
- Festival Vendors will begin setting up around the Square at approximately 9:00 a.m. The Festival will begin at noon and will last until 9 p.m.

If you have any questions or need more information, please feel free to contact me at (972) 932-2216.

Respectfully,

Jessie Hanks  
City Secretary

Attachments



Meeting  
Date: 10/28/2024

Date: 10/07/2024

Item #: 8.

Dept.: Administration

**Consent Agenda**

**SUBJECT:**

Consider and take appropriate action on Resolution R-26-24, a resolution of the City Council of the City of Kaufman, Texas, authorizing the City Manager to enter into an Agreement with the Texas Department of Transportation to close SH 34 (South Washington St) for the purpose of a Lighted Christmas Parade on Saturday, December 7, 2024, from 6:00 p.m. to 8:00 p.m.

**BACKGROUND:**

The City of Kaufman will be hosting the Annual Lighted Christmas Parade on Saturday, December 7, 2024, beginning at 6:00 p.m. The Christmas Tree Lighting will immediately follow at Kaufman City Hall. The parade will begin at Washington Square and will disperse on Grove St. The theme for the parade and event is Winter Wonderland.

Author:

Jessie Hanks, City Secretary

Reviewed:

Mike Holder, City Manager

Cost:

Funds Available:

Source:

**Recommendation: Staff recommends approval of Resolution R-26-24 as presented.**

| Safe & Secure            | Business<br>Friendly/Economic<br>Development | Partnership &<br>Community<br>Involvement | Healthy &<br>Environmentally<br>Cons. Comm. | Financial &<br>OPS Stewardship |
|--------------------------|----------------------------------------------|-------------------------------------------|---------------------------------------------|--------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/>                     | <input type="checkbox"/>                  | <input type="checkbox"/>                    | <input type="checkbox"/>       |

## **RESOLUTION R-26-24**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KAUFMAN, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION TO TEMPORARILY CLOSE STATE HIGHWAY 34 FROM WASHINGTON STREET TO GROVE STREET FOR THE PURPOSE OF THE LIGHTED CHRISTMAS PARADE ON SATURDAY, DECEMBER 7, 2024, FROM 6:00 P.M. UNTIL 8:00 P.M.**

**WHEREAS**, the City Council desires to formally enter into an agreement with the Texas Department of Transportation to temporarily close portions of SH 243 (one-way traffic operation around the Kaufman County Courthouse), Business SH-34 (S. Washington Street from E. Mulberry St. to US 175) and East Fair Street (Westbound US 175 Frontage road from Bypass-34 to S. Washington St.) in Kaufman for the Lighted Christmas Parade; and

**WHEREAS**, the event will be located within the City of Kaufman's incorporated area; and

**WHEREAS**, the City Council of the City of Kaufman has determined that it is in the best interest of the City of Kaufman to enter into an agreement with the Department of Transportation to provide for the temporary closure of certain streets.

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

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

**SECTION 2.** The City Council does hereby authorize the City Manager to enter into an agreement with the Texas Department of Transportation for the temporary closure of portions of SH 243 (one-way traffic operation around the Kaufman County Courthouse), Business SH-34 (S. Washington Street from E. Mulberry St. to US 175) and East Fair Street (Westbound US 175 Frontage road from Bypass-34 to S. Washington St.) in Kaufman, Kaufman County, on Saturday, December 7, 2024, for the Lighted Christmas Parade. The Agreement is attached hereto as Exhibit "A" and incorporated herein for all purposes.

**SECTION 3.** This Resolution shall become effective immediately upon its passage and approval.

**PASSED AND APPROVED** on this the 28<sup>th</sup> day of October 2024.

---

**JEFF JORDAN**  
**MAYOR**

**ATTEST:**

---

**JESSIE HANKS**  
**CITY SECRETARY**

**APPROVED AS TO FORM:**

---

**PATRICIA ADAMS**  
**CITY ATTORNEY**

## EXHIBIT A

STATE OF TEXAS §

COUNTY OF TRAVIS §

# **AGREEMENT FOR THE TEMPORARY CLOSURE OF STATE RIGHT OF WAY**

**THIS AGREEMENT** is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the “State,” and the City of Kaufman, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the “local government.”

## **W I T N E S S E T H**

**WHEREAS**, the State owns and operates a system of highways for public use and benefit, including SH 34, in Kaufman, County; and

**WHEREAS**, the local government has requested the temporary closure of SH 34 on December 7, 2024, from 6:00 p.m. until 8:00 p.m. for the purpose of the Kaufman Christmas Lighted Parade, from Washington St. to Grove St. as described in the attached “Exhibit A,” hereinafter identified as the “Event;” and

**WHEREAS**, the Event will be located within the local government’s incorporated area; and

**WHEREAS**, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State’s right of way will be performed within the State’s requirements; and

**WHEREAS**, on the 28<sup>th</sup> day of October 2024, the Kaufman City Council passed Resolution No. R-26-24, attached hereto and identified as “Exhibit B,” establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

**WHEREAS**, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

**WHEREAS**, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

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

## **A G R E E M E N T**

### **Article 1. CONTRACT PERIOD**

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

## **Article 2. EVENT DESCRIPTION**

The physical description of the limits of the Event, including county names and highway numbers, the number of lanes the highway has and the number of lanes to be used, the proposed schedule of start and stop times and dates at each location, a brief description of the proposed activities involved, approximate number of people attending the Event, the number and types of animals and equipment, planned physical modifications of any man-made or natural features in or adjacent to the right of way involved is attached hereto and identified as "Exhibit A" along with a location map attached hereto and identified as "Exhibit C."

## **Article 3. OPERATIONS OF THE EVENT**

**A.** The local government shall assume all costs for the operations associated with the Event, to include but not limited to, plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signing.

**B.** The local government shall submit to the State for review and approval the construction plans, if construction or modifications to the State's right of way is required, the traffic control and signing plans, traffic enforcement plans, and all other plans deemed necessary by the State. The State may require that any traffic control plans of sufficient complexity be signed, sealed and dated by a registered professional engineer. The traffic control plan shall be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices. All temporary traffic control devices used on state highway right of way must be included in the State's Compliant Work Zone Traffic Control Devices List. The State reserves the right to inspect the implementation of the traffic control plan and if it is found to be inadequate, the local government will bring the traffic control into compliance with the originally submitted plan, upon written notice from the State noting the required changes, prior to the event. The State may request changes to the traffic control plan in order to ensure public safety due to changing or unforeseen circumstances regarding the closure.

**C.** The local government will ensure that the appropriate law enforcement agency has reviewed the traffic control for the closures and that the agency has deemed them to be adequate. If the law enforcement agency is unsure as to the adequacy of the traffic control, it will contact the State for consultation no less than 10 workdays prior to the closure.

**D.** The local government will complete all revisions to the traffic control plan as requested by the State within the required timeframe or that the agreement will be terminated upon written notice from the State to the local government. The local government hereby agrees that any failure to cooperate with the State may constitute reckless endangerment of the public and that the Texas Department of Public Safety may be notified of the situation as soon as possible for the appropriate action, and failing to follow the traffic control plan or State instructions may result in a denial of future use of the right of way for three years.

**E.** The local government will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.

**F.** The local government will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right of way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The local government will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the local government shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.

**G.** The local government hereby assures the State that there will be appropriate passage allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the local government's traffic control plan.

**H.** The local government will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right of way and restore or repair the State's right of way, including, but not limited to, roadway and drainage structures, signs, overhead signs, pavement markings, traffic signals, power poles and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural and cultural environment in accordance with federal and state law, including landscape and historical features.

#### **Article 4. OWNERSHIP OF DOCUMENTS**

Upon completion or termination of this agreement, all documents prepared by the local government will remain the property of the local government. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

#### **Article 5. TERMINATION**

**A.** This agreement may be terminated by any of the following conditions:

- (1) By mutual written agreement and consent of both parties.
- (2) By the State upon determination that use of the State's right of way is not feasible or is not in the best interest of the State and the traveling public.
- (3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.
- (4) By satisfactory completion of all services and obligations as set forth herein.

**B.** The termination of this agreement shall extinguish all rights, duties, obligations, and liabilities of the State and local government under this agreement. If the potential termination of this agreement is due to the failure of the local government to fulfill its contractual obligations as set forth herein, the State will notify the local government that possible breach of contract has occurred. The local government must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the local government does not remedy the breach to the satisfaction of the State, the local government shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

#### **Article 6. DISPUTES**

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

#### **Article 7. RESPONSIBILITIES OF THE PARTIES**

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

#### **Article 8. INSURANCE**

**A.** Prior to beginning any work upon the State's right of way, the local government and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form

1560, latest edition) and shall maintain the insurance in full force and effect during the period that the local government and/or its contractors are encroaching upon the State right of way.  
**B.** In the event the local government is a self-insured entity, the local government shall provide the State proof of its self-insurance. The local government agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

**Article 9. AMENDMENTS**

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the local government and the State.

**Article 10. COMPLIANCE WITH LAWS**

The local government shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right of way.

**Article 11. LEGAL CONSTRUCTION**

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**Article 12. NOTICES**

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

| <u><b>Local Government:</b></u>      | <u><b>State:</b></u>                      |
|--------------------------------------|-------------------------------------------|
| <u>City of Kaufman</u>               | <u>Texas Department of Transportation</u> |
| <u>Jessie Hanks - City Secretary</u> | <u>4777 E. Highway 80</u>                 |
| <u>P.O. Box 1168</u>                 | <u>Mesquite, TX 75150</u>                 |
| <u>Kaufman, Texas 75142</u>          |                                           |

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

**Article 13. SOLE AGREEMENT**

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

Agreement No. \_\_\_\_\_

**IN TESTIMONY WHEREOF**, the parties hereto have caused these presents to be executed in duplicate counterparts.

**THE CITY OF** KAUFMAN

Executed on behalf of the local government by:

By \_\_\_\_\_ Date \_\_\_\_\_  
City Official

Typed or Printed Name and Title Mike Holder  
City Manager

**THE STATE OF TEXAS**

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By \_\_\_\_\_ Date \_\_\_\_\_  
District Engineer

## Exhibit A

October 28, 2024

Mr. Lane Selman, District Engineer  
Texas Department of Transportation  
3260 FM 2728  
Kaufman, TX 75142

Re: Lighted Christmas Parade 2024

Dear Mr. Selman:

On behalf of the City of Kaufman, I am requesting approval from the Texas Department of Transportation (TxDOT) to incorporate State Highway 34 (Washington Street) as part of the parade route in accordance with 43 T.A.C. § 22.12 (g) (4). The parade will be held on **Saturday, December 7, 2024**, beginning at 6:00 p.m. This year the anticipated parade route will be as follows:

1. Begin at Washington Square, located at 2005 S. Washington St.,
2. Travel north on Washington Street to the Courthouse Square,
3. Travel east on Grove Street and
4. Disperse on Grove Street.

The Kaufman Police Department will be stationed along the parade route to direct traffic as needed. The Police Department will utilize authorized law enforcement personnel for this routine traffic control event and assumes responsibility for traffic control to protect and direct all parties involved.

If you have any questions, please do not hesitate to contact me at the City of Kaufman at (972) 932-2216. I look forward to hearing from you.

Respectfully,

Jessie Hanks  
City Secretary

Enclosure: Parade Route Map

cc: Chief of Police Les Edwards

**Exhibit B**

**RESOLUTION R-26-24**

**Exhibit C**

**See attached Traffic Control Plan by the City of Kaufman**



Meeting  
Date: 10/28/2024

Date: 10/22/2024

Item #: 9.

Dept.: Administration

### Consent Agenda

#### SUBJECT:

Consider and take appropriate action on proposals for professional services from Teague Nall & Perkins for an update to the Streets and Water Impact Fee Study services and Wastewater Impact Fee Study and Adoption services; and authorizing the City Manager or his designee to execute necessary documents.

#### BACKGROUND:

The City received two proposals from Teague Nall and Perkins, Inc. (TNP) for two critical studies: an Update to the Streets and Water Impact Fee study and a Wastewater Impact Fee Study, along with the adoption of their recommendations. Both proposals encompass Civil Engineering services required to conduct these impact fee studies. The total fixed cost for both proposals amounts to \$105,000. A detailed scope of work is included in the proposals, outlining the specific tasks and deliverables associated with the studies.

Author:  
Mike Holder, City Manager

Reviewed:  
Mike Holder, City Manager

**Cost:**

**Funds Available:**

**Source:**

**Recommendation:** Staff recommends approval of both proposals from Teague Nall & Perkins for an update to the Streets and Water Impact Fee Study services and Wastewater Impact Fee Study and Adoption services; and authorizing the City Manager or his designee to execute necessary documents.

| Safe & Secure            | Business<br>Friendly/Economic<br>Development | Partnership &<br>Community<br>Involvement | Healthy &<br>Environmentally<br>Cons. Comm. | Financial &<br>OPS Stewardship |
|--------------------------|----------------------------------------------|-------------------------------------------|---------------------------------------------|--------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/>                     | <input type="checkbox"/>                  | <input type="checkbox"/>                    | <input type="checkbox"/>       |

## AUTHORIZATION FOR PROFESSIONAL SERVICES

**PROJECT NAME:** City of Kaufman – Update to Streets and Water Impact Fee Study

**TNP PROJECT NUMBER:** KAU 24\_\_\_\_\_

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

**ADDRESS:** 209 S. Washington Street,  
Kaufman, TX 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 Civil Engineering services to perform the Impact Fee Study update for the Streets and Water Impact Fees.

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

### Article II

**COMPENSATION** to be on the basis of the following:

- A. Basic Services: The CONSULTANT's compensation for Basic Services included in Attachment 'A' shall be based on a Fixed Fee:

- Streets and Water Impact Fee Study Update **\$60,000 (Fixed Fee)**

The above costs include expenses such as prints, plots, photocopies, plans or documents on CD, DVD or memory devices, mileage, air fare, and lodging. 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. Special Services: Services required for the project, but not included in the fixed fee for Basic Services, are considered Special Services. The CONSULTANT's compensation for Special Services included in Attachment 'A' may be on a Fixed Fee, Hourly Reimbursable, or Unit Cost basis. Refer to Attachment 'B-1' Compensation Summary for the compensation basis for Special Services.

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

Hourly Reimbursable Compensation for Special Services: Payment shall be due in monthly installments based on the amount of hours worked by each employee and the CONSULTANT'S current standard rates presented in Attachment 'B' Standard Rate Schedule.

Unit Cost Compensation for Special Services: Payment to CONSULTANT shall be determined by the quantity (per Each or per LF) completed times the Unit Price reflected in Attachment 'B-2' Compensation Summary. Payment shall be due in monthly installments based on the quantity completed during the billing period.

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) Preliminary and final plat preparation, zoning applications, zoning exhibits, preliminary utility plans, drainage studies, and preliminary drainage plans;
- 2) Preparation of Easements or ROW Acquisitions;
- 3) Preparation of Encroachment or Access Agreements;
- 4) Abstract Services or Easement Research;
- 5) Participation in real property acquisition;
- 6) Environmental Assessments;
- 7) Franchise Utility Extensions or Relocations;
- 8) SUE Services;
- 9) Water or Sanitary Sewer Studies;
- 10) Screen Wall Design;
- 11) Storm Water Pollution Prevention Plan (SWPPP);
- 12) Traffic Impact Analysis (TIA) or Traffic Management Plan (TMP);
- 13) TxDOT Turn Lanes (Acceleration or Deceleration);
- 14) LEED Certification Design;
- 15) Public Offsite Improvements or Extensions;
- 16) Geotechnical Engineering;
- 17) Detention Pond Design;
- 18) Lift Station Design;
- 19) Street Illumination;
- 20) Onsite Water Storage Tank or Fire Pump System;
- 21) Civil Engineering Plans;
- 22) Landscape/Irrigation Design/Plans;
- 23) Construction staking; and/or
- 24) Construction inspection.

Upon written 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, as described above.

D. 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.

E. 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.

F. Compensation Summary: A summary of project fees is included in Attachment 'B-1'.

G. Sample Invoice: The CONSULTANT'S invoice format will match the sample invoice included in Attachment 'B-2'.

### Article III

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

### Article IV

**CONTRACT PROVISIONS:** The document entitled "Contract Provisions" which are attached hereto is made a part hereof. This Authorization of Professional Services, together with the Contract Provisions and all other exhibits attached hereto are collectively referred to as the "Agreement".

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**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Accepted by CONSULTANT:

**Teague Nall and Perkins, Inc.**

By: \_\_\_\_\_

*Michael Wilson*

Title: \_\_\_\_\_

Principal

Date: \_\_\_\_\_

July 1, 2024

#### **Firm Contact Information:**

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



TNP Firm Registrations

Texas Board of Professional Engineers and Land Surveyors | Engineering Firm No. F-230 | Surveying Firm No. 10011600 | 10194381 | 10011601  
Texas Board of Architectural Examiners Firm No. BR 2673

Project Name: City of Kaufman - Streets and Water Impact Fee Update

Client: City of Kaufman

TNP Project #: KAU 24XXX

Date: 07.01.2024

## CONTRACT PROVISIONS

### 1. AUTHORIZATION TO PROCEED

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

### 2. DIRECT EXPENSES

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.

### 3. OUTSIDE SERVICES

When technical or professional services are furnished by an outside source, subject to reasonable, timely and substantive objections of CLIENT, an additional amount shall be added to the cost of these services for CONSULTANT's administrative costs, as provided herein.

### 4. OPINION OF PROBABLE COST

In providing opinions of probable cost, the CLIENT understands that CONSULTANT has no control over 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. CONSULTANT makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

### 5. PROFESSIONAL STANDARDS

The standard of care for all professional engineering and services performed or furnished by CONSULTANT shall be the care and skill ordinarily used by other members of the relevant profession in the same circumstances and type of work in the State of Texas, and with the same level of professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Authorization as other members of the same profession in the same circumstances and location. CONSULTANT makes no other warranty, expressed or implied. Subject to the above standards of care, CONSULTANT may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

### 6. TERMINATION

Either CLIENT or CONSULTANT may terminate this authorization by giving 10 days written notice to the other party. In such event CLIENT shall forthwith pay CONSULTANT 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.

### 7. LEGAL EXPENSES

In the event legal action is brought by CLIENT or CONSULTANT 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.

### 8. PAYMENT TO CONSULTANT

Monthly invoices will be issued by CONSULTANT 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.

### 9. ADDITIONAL SERVICES

Services not specified as Basic Services in Scope and Attachment 'A' will be provided by CONSULTANT as Additional Services when authorized by the CLIENT. Additional services will be paid for by CLIENT as indicated in Article II, Compensation.

### 10. 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.

### 11. 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 Engineers and Land Surveyors, 1917 S. Interstate 35, Austin, Texas 78741, (512) 440-7723.

### 12. 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.

### 13. 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.

### 14. PROJECT SITE SAFETY

CONSULTANT has no duty or responsibility for project site safety.

### 15. CONSTRUCTION MEANS AND METHODS AND JOBSITE SAFETY

Means and methods of construction and jobsite safety are the sole responsibility of the contractor. CONSULTANT shall not: (i) at any time supervise, direct, control, or have authority over any contractor's work, or (ii) be responsible for construction site safety, the means and methods of construction or the safety precautions a selected or used by any contractor. CONSULTANT shall not be responsible for any decisions, acts or omissions of any constructor.

Project Name: City of Kaufman - Streets and Water Impact Fee Update

Client: City of Kaufman

TNP Project #: KAU 24XXX

Date: 07.01.2024

**16. OWNER RESPONSIBILITY**

CLIENT shall be responsible for all requirements and instructions that it furnishes to CONSULTANT pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by CLIENT to CONSULTANT pursuant to this Agreement. CONSULTANT may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items. CLIENT shall give prompt written notice to CONSULTANT whenever CLIENT observes or otherwise becomes aware of: (i) any hazardous materials or matters that affect the scope or time of performance of CONSULTANT's services; or (ii) any defect or nonconformance in CONSULTANT's services or the contractor's work.

**17. SITE VISITS**

In the event the Scope of work requires CONSULTANT to make site visits to observe contractor's work on a Project, such visits and observations are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the work, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the work based on CONSULTANT's exercise of professional judgment. CONSULTANT will have no responsibility for any defects in the work not actually discovered by CONSULTANT during such site visits.

**18. CHOICE OF LAW; VENUE**

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to applicable principles of conflicts of law. Each of the parties hereto irrevocably consents to the exclusive jurisdiction of any federal or state court located within Tarrant County, Texas, in connection with any matter based upon, arising out of, or contemplated in this Agreement or the matters.

**19. DOCUMENTS**

A. All documents prepared by CONSULTANT ("Documents") are instruments of service, and CONSULTANT shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the CONSULTANT) whether or not the subject project ("Project") is completed. CLIENT may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project, and will have a limited license to use the Documents only on the Project, extensions of the Project, and for related uses, subject to receipt by CONSULTANT of full payment due and owing for all services relating to preparation of the Documents, may not be used unless completed and not for any work or purpose not intended.

B. CLIENT and CONSULTANT may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

**20. ATTORNEY FEES**

In the event that any suit or action over the enforcement, interpretation or other matter emanating from this Agreement, the prevailing party in such dispute shall be entitled to recover from the losing party all fees, costs and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including without limitation, such reasonable fees and expenses of attorneys and accountants, which shall include, without limitation, all fees, costs and expenses of appeals.

**21. MISCELLANEOUS**

This Agreement is binding on and will inure to the benefit of each of the parties and their respective successors and legal representatives. Neither party may assign this Agreement in whole or in part without the prior written consent of the other party. There are no third party beneficiaries. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties. non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

## ATTACHMENT 'A' ITEMIZED SCOPE OF SERVICES

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

### PROJECT SCOPE

Consultant will assist the City in updating the Streets & Water Impact Fee program in accordance with the requirements of Texas Local Government Code Chapter 395 as follows.

#### 1.1 Update Land Use Assumptions and Study Limits

- Review and update the existing land use assumptions with the City and the City's Impact Fee Advisory Committee.
- Review and update the Impact Fee study limits based on information provided by the City and the Advisory Committee.
- Update population and growth tables and calculations.
- Update the meter equivalent calculations based on the revised study area and land use assumptions.

#### 1.2 Streets and Water Capital Improvement Plans

- Meet with the City and the Advisory Committee to review the current capital improvement plans and identify projects or portions of projects that have been completed, no longer apply, or should be added.
- Update the streets and water capital improvement plans based on information provided by the City.
- Prepare updated streets and water CIP exhibits for the Impact Fee study.

#### 1.3 Cost Opinions

- Update the existing cost opinions to reflect current unit prices.
- Prepare cost opinions for any new projects within the streets and water capital improvement plans.

#### 1.4 Public Hearing and Adoption of Impact Fee Amendments

- In accordance with Local Government Code, Chapter 395, Section 395.052 Periodic Update of Land Use Assumptions and Capital Improvements Plan Required assist the City in the following:
  - Creation of an Advisory Committee.
  - Scheduling a public hearing for any proposed amendments.
  - Issuing of comments.
  - Approval of amendments.
  - Attend the Public Hearing in a supportive role and be available to answer questions that arise.
  - Attend City Council meetings as necessary to support and be available to answer questions regarding the updated Impact Fee study.

#### 1.5 Deliverables

- Provide the City with up to 10 copies of the adopted final study.
- Provide the City with a PDF copy of the adopted final study.

### **ADDITIONAL SERVICES NOT INCLUDED IN THE SCOPE OF SERVICES**

City and Consultant agree that the following services are beyond the Scope of Services described in the tasks above. However, Consultant can provide these services, if needed, upon the City's written request. Any additional amounts paid to the Consultant as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These additional services include the following:

- Changes to the Scope of Work that result in significant change to the general scope, extent, or character of the Project.
- Presentations and meeting attendance other than those described in the Basic Services.
- Mass printings or preparation of mailers.
- Water or Wastewater modeling.
- Preparation of exhibits beyond those stated in the Basic Services.
- Copies of the Impact Fee Studies beyond the amount stated in Basic Services.
- Fees related to advertisement of public hearings.

## ATTACHMENT 'B'

### STANDARD RATE SCHEDULE

2024 Standard Hourly Rates

*Effective January 1, 2024 to December 31, 2024*

| <b>Engineering/Landscape Architecture/ROW</b>         | <b>Hourly<br/>Billing</b> |
|-------------------------------------------------------|---------------------------|
| Principal or Director                                 | \$310.00                  |
| Team Leader                                           | \$285.00                  |
| Senior Project Manager                                | \$280.00                  |
| Project Manager                                       | \$240.00                  |
| Senior Engineer                                       | \$290.00                  |
| Project Engineer                                      | \$190.00                  |
| Senior Structural Engineer                            | \$295.00                  |
| Structural Engineer                                   | \$210.00                  |
| Engineer III/IV                                       | \$170.00                  |
| Engineer I/II                                         | \$145.00                  |
| Senior Landscape Architect/Planner                    | \$290.00                  |
| Landscape Architect / Planner                         | \$210.00                  |
| Landscape Designer                                    | \$150.00                  |
| Senior Designer                                       | \$195.00                  |
| Designer                                              | \$170.00                  |
| Senior CAD Technician                                 | \$165.00                  |
| CAD Technician                                        | \$130.00                  |
| IT Technician                                         | \$190.00                  |
| Clerical                                              | \$90.00                   |
| ROW Manager                                           | \$265.00                  |
| Senior ROW Agent                                      | \$195.00                  |
| ROW Agent                                             | \$155.00                  |
| Relocation Agent                                      | \$195.00                  |
| ROW Tech                                              | \$110.00                  |
| Intern                                                | \$90.00                   |
| <b>Surveying</b>                                      | <b>Hourly<br/>Billing</b> |
| Survey Manager                                        | \$310.00                  |
| Registered Professional Land Surveyor (RPLS)          | \$265.00                  |
| Field Coordinator                                     | \$160.00                  |
| S.I.T. or Senior Survey Technician                    | \$155.00                  |
| Survey Technician                                     | \$140.00                  |
| 1-Person Field Crew w/Equipment**                     | \$170.00                  |
| 2-Person Field Crew w/Equipment**                     | \$200.00                  |
| 3-Person Field Crew w/Equipment**                     | \$225.00                  |
| 4-Person Field Crew w/Equipment**                     | \$245.00                  |
| Flagger                                               | \$65.00                   |
| Abstractor (Property Deed Research)                   | \$105.00                  |
| Small Unmanned Aerial Systems (sUAS) Equipment & Crew | \$475.00                  |
| Terrestrial Scanning Equipment & Crew                 | \$290.00                  |

| <b>Utility Management, Utility Coordination, and SUE</b>                      |  | <b>Hourly<br/>Billing</b> |
|-------------------------------------------------------------------------------|--|---------------------------|
| Senior Utility Coordinator                                                    |  | \$190.00                  |
| Utility Coordinator                                                           |  | \$170.00                  |
| SUE Field Manager                                                             |  | \$190.00                  |
| Sr. Utility Location Specialist                                               |  | \$180.00                  |
| Utility Location Specialist                                                   |  | \$135.00                  |
| 1-Person Designator Crew w/Equipment***                                       |  | \$165.00                  |
| 2-Person Designator Crew w/Equipment***                                       |  | \$220.00                  |
| 2-Person Vac Excavator Crew w/Equip (Exposing Utility Only)                   |  | \$335.00 (4 hr. min.)     |
| Core Drill (equipment only)                                                   |  | \$830.00 per day          |
| SUE QL-A Test Hole (0 < 8 ft)***                                              |  | \$2,400.00 each           |
| SUE QL-A Test Hole (> 8 < 15 ft)***                                           |  | \$2,900.00 each           |
| <b>Construction Management, Construction Engineering and Inspection (CEI)</b> |  | <b>Hourly<br/>Billing</b> |
| Construction Inspector I/II                                                   |  | \$120.00                  |
| Construction Inspector III                                                    |  | \$140.00                  |
| Senior Construction Inspector                                                 |  | \$160.00                  |
| Construction Manager                                                          |  | \$235.00                  |
| Senior Construction Manager                                                   |  | \$280.00                  |

#### **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 2024 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 'B-1' COMPENSATION SUMMARY

| SERVICE                             | FEE             | FEE BASIS |
|-------------------------------------|-----------------|-----------|
| <b>BASIC SERVICES</b>               |                 |           |
| Streets and Water Impact Fee Update | \$60,000        | Fixed Fee |
|                                     |                 |           |
|                                     |                 |           |
|                                     |                 |           |
|                                     |                 |           |
| <b>TOTAL FEE</b>                    | <b>\$60,000</b> |           |

## ATTACHMENT 'B-2' SAMPLE INVOICE

### Teague, Nall & Perkins, Inc.

5237 N. Riverside Drive  
Suite 100  
Fort Worth, TX 76137  
817-336-5773

Client Contact  
Client  
Address

Invoice number  
Date

Professional services rendered for the month ending November 30,2022

| Description                                | Contract<br>Amount | Percent<br>Complete | Total<br>Billed | Prior<br>Billed | Current<br>Billed |
|--------------------------------------------|--------------------|---------------------|-----------------|-----------------|-------------------|
| <b>Streets and Water Impact Fee Update</b> |                    |                     |                 |                 |                   |

Total

Invoice total

*Please show project number on all payments of this statement*

## **ATTACHMENT 'C' PROJECT SCHEDULE**

Upon authorization, TNP will begin the impact fee study. It is understood that it is the desire of the City to have the Street and Water Impact Fee Study Update, completed by December 2024. TNP will work with staff to develop a schedule for review and approvals by City Council.

## AUTHORIZATION FOR PROFESSIONAL SERVICES

**PROJECT NAME:** City of Kaufman – Wastewater Impact Fee Study and Adoption

**TNP PROJECT NUMBER:** KAU 24\_\_\_\_\_

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

**ADDRESS:** 209 S. Washington Street,  
Kaufman, TX 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 Civil Engineering services to perform the Wastewater Impact Fee Study and Adoption.

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

### Article II

**COMPENSATION** to be on the basis of the following:

- A. Basic Services: The CONSULTANT's compensation for Basic Services included in Attachment 'A' shall be based on a Fixed Fee:

- Wastewater Impact Fee Study and Adoption **\$45,000 (Fixed Fee)**

The above costs include expenses such as prints, plots, photocopies, plans or documents on CD, DVD or memory devices, mileage, air fare, and lodging. 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. Special Services: Services required for the project, but not included in the fixed fee for Basic Services, are considered Special Services. The CONSULTANT's compensation for Special Services included in Attachment 'A' may be on a Fixed Fee, Hourly Reimbursable, or Unit Cost basis. Refer to Attachment 'B-1' Compensation Summary for the compensation basis for Special Services.

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

Hourly Reimbursable Compensation for Special Services: Payment shall be due in monthly installments based on the amount of hours worked by each employee and the CONSULTANT'S current standard rates presented in Attachment 'B' Standard Rate Schedule.

Unit Cost Compensation for Special Services: Payment to CONSULTANT shall be determined by the quantity (per Each or per LF) completed times the Unit Price reflected in Attachment 'B-2' Compensation Summary. Payment shall be due in monthly installments based on the quantity completed during the billing period.

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) Preliminary and final plat preparation, zoning applications, zoning exhibits, preliminary utility plans, drainage studies, and preliminary drainage plans;
- 2) Preparation of Easements or ROW Acquisitions;
- 3) Preparation of Encroachment or Access Agreements;
- 4) Abstract Services or Easement Research;
- 5) Participation in real property acquisition;
- 6) Environmental Assessments;
- 7) Franchise Utility Extensions or Relocations;
- 8) SUE Services;
- 9) Water or Sanitary Sewer Studies;
- 10) Screen Wall Design;
- 11) Storm Water Pollution Prevention Plan (SWPPP);
- 12) Traffic Impact Analysis (TIA) or Traffic Management Plan (TMP);
- 13) TxDOT Turn Lanes (Acceleration or Deceleration);
- 14) LEED Certification Design;
- 15) Public Offsite Improvements or Extensions;
- 16) Geotechnical Engineering;
- 17) Detention Pond Design;
- 18) Lift Station Design;
- 19) Street Illumination;
- 20) Onsite Water Storage Tank or Fire Pump System;
- 21) Civil Engineering Plans;
- 22) Landscape/Irrigation Design/Plans;
- 23) Construction staking; and/or
- 24) Construction inspection.

Upon written 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, as described above.

D. 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.

E. 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.

F. Compensation Summary: A summary of project fees is included in Attachment 'B-1'.

G. Sample Invoice: The CONSULTANT'S invoice format will match the sample invoice included in Attachment 'B-2'.

### Article III

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

### Article IV

**CONTRACT PROVISIONS:** The document entitled "Contract Provisions" which are attached hereto is made a part hereof. This Authorization of Professional Services, together with the Contract Provisions and all other exhibits attached hereto are collectively referred to as the "Agreement".

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**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Accepted by CONSULTANT:

**Teague Nall and Perkins, Inc.**

By: Michael Wilson

Title: Principal

Date: July 1, 2024

#### **Firm Contact Information:**

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



TNP Firm Registrations

Texas Board of Professional Engineers and Land Surveyors | Engineering Firm No. F-230 | Surveying Firm No. 10011600 | 10194381 | 10011601  
Texas Board of Architectural Examiners Firm No. BR 2673

Project Name: City of Kaufman - Wastewater Impact Fee Study

Client: City of Kaufman

TNP Project #: KAU 24XXX

Date: 07.01.2024

## CONTRACT PROVISIONS

### 1. AUTHORIZATION TO PROCEED

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

### 2. DIRECT EXPENSES

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.

### 3. OUTSIDE SERVICES

When technical or professional services are furnished by an outside source, subject to reasonable, timely and substantive objections of CLIENT, an additional amount shall be added to the cost of these services for CONSULTANT's administrative costs, as provided herein.

### 4. OPINION OF PROBABLE COST

In providing opinions of probable cost, the CLIENT understands that CONSULTANT has no control over 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. CONSULTANT makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

### 5. PROFESSIONAL STANDARDS

The standard of care for all professional engineering and services performed or furnished by CONSULTANT shall be the care and skill ordinarily used by other members of the relevant profession in the same circumstances and type of work in the State of Texas, and with the same level of professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Authorization as other members of the same profession in the same circumstances and location. CONSULTANT makes no other warranty, expressed or implied. Subject to the above standards of care, CONSULTANT may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

### 6. TERMINATION

Either CLIENT or CONSULTANT may terminate this authorization by giving 10 days written notice to the other party. In such event CLIENT shall forthwith pay CONSULTANT 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.

### 7. LEGAL EXPENSES

In the event legal action is brought by CLIENT or CONSULTANT 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.

### 8. PAYMENT TO CONSULTANT

Monthly invoices will be issued by CONSULTANT 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.

### 9. ADDITIONAL SERVICES

Services not specified as Basic Services in Scope and Attachment 'A' will be provided by CONSULTANT as Additional Services when authorized by the CLIENT. Additional services will be paid for by CLIENT as indicated in Article II, Compensation.

### 10. 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.

### 11. 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 Engineers and Land Surveyors, 1917 S. Interstate 35, Austin, Texas 78741, (512) 440-7723.

### 12. 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.

### 13. 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.

### 14. PROJECT SITE SAFETY

CONSULTANT has no duty or responsibility for project site safety.

### 15. CONSTRUCTION MEANS AND METHODS AND JOBSITE SAFETY

Means and methods of construction and jobsite safety are the sole responsibility of the contractor. CONSULTANT shall not: (i) at any time supervise, direct, control, or have authority over any contractor's work, or (ii) be responsible for construction site safety, the means and methods of construction or the safety precautions a selected or used by any contractor. CONSULTANT shall not be responsible for any decisions, acts or omissions of any constructor.

Project Name: City of Kaufman - Wastewater Impact Fee Study

Client: City of Kaufman

TNP Project #: KAU 24XXX

Date: 07.01.2024

**16. OWNER RESPONSIBILITY**

CLIENT shall be responsible for all requirements and instructions that it furnishes to CONSULTANT pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by CLIENT to CONSULTANT pursuant to this Agreement. CONSULTANT may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items. CLIENT shall give prompt written notice to CONSULTANT whenever CLIENT observes or otherwise becomes aware of: (i) any hazardous materials or matters that affect the scope or time of performance of CONSULTANT's services; or (ii) any defect or nonconformance in CONSULTANT's services or the contractor's work.

**17. SITE VISITS**

In the event the Scope of work requires CONSULTANT to make site visits to observe contractor's work on a Project, such visits and observations are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the work, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the work based on CONSULTANT's exercise of professional judgment. CONSULTANT will have no responsibility for any defects in the work not actually discovered by CONSULTANT during such site visits.

**18. CHOICE OF LAW; VENUE**

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to applicable principles of conflicts of law. Each of the parties hereto irrevocably consents to the exclusive jurisdiction of any federal or state court located within Tarrant County, Texas, in connection with any matter based upon, arising out of, or contemplated in this Agreement or the matters.

**19. DOCUMENTS**

A. All documents prepared by CONSULTANT ("Documents") are instruments of service, and CONSULTANT shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the CONSULTANT) whether or not the subject project ("Project") is completed. CLIENT may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project, and will have a limited license to use the Documents only on the Project, extensions of the Project, and for related uses, subject to receipt by CONSULTANT of full payment due and owing for all services relating to preparation of the Documents, may not be used unless completed and not for any work or purpose not intended.

B. CLIENT and CONSULTANT may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

**20. ATTORNEY FEES**

In the event that any suit or action over the enforcement, interpretation or other matter emanating from this Agreement, the prevailing party in such dispute shall be entitled to recover from the losing party all fees, costs and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including without limitation, such reasonable fees and expenses of attorneys and accountants, which shall include, without limitation, all fees, costs and expenses of appeals.

**21. MISCELLANEOUS**

This Agreement is binding on and will inure to the benefit of each of the parties and their respective successors and legal representatives. Neither party may assign this Agreement in whole or in part without the prior written consent of the other party. There are no third party beneficiaries. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties. non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

## ATTACHMENT 'A' ITEMIZED SCOPE OF SERVICES

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

### PROJECT SCOPE

Consultant will assist the City in implementing a Wastewater Impact Fee program in accordance with the requirements of Texas Local Government Code Chapter 395 as follows:

#### 1.1. Land Use Assumptions and Study Limits

- The same land use assumptions and study limits established for the water impact fee update will be utilized.
- The same population, growth, and meter equivalent calculations established for the water impact fee update will be utilized.
- 

#### 1.2. Wastewater Capital Improvement Plan

- Meet with the City and the Advisory Committee to review the current capital improvement plan and identify projects or portions of projects that have been completed, no longer apply, or should be added.
- Update the wastewater capital improvement plan based on information provided by the City.
- Prepare an updated wastewater CIP exhibit for the Impact Fee study.

#### 1.3. Cost Opinions

- Update the existing cost opinions to reflect current unit prices.
- Prepare cost opinions for any new projects within the wastewater capital improvement plan.

#### 1.4. Public Hearing and Adoption of Impact Fee

- In accordance with Local Government Code, Chapter 395, Subchapter C, Procedures for Adoption of Impact Fee, assist the City in the following:
  - Creation of an Advisory Committee.
  - Scheduling a public hearing on the land use assumptions and capital improvements plan.
  - Approval of land use assumptions and capital improvements plan.
  - Scheduling a public hearing on the adoption of an impact fee.
  - Issuing of comments by the Advisory Committee.
  - Approval of impact fee.
- Attend the Public Hearings in a supportive role and be available to answer questions that arise.
- Attend City Council meetings as necessary to support and be available to answer questions regarding adopting the impact fee.

#### 1.5. Deliverables

- Provide the City with up to 10 copies of the adopted final study.
- Provide the City with a PDF copy of the adopted final study

### **ADDITIONAL SERVICES NOT INCLUDED IN THE SCOPE OF SERVICES**

City and Consultant agree that the following services are beyond the Scope of Services described in the tasks above. However, Consultant can provide these services, if needed, upon the City's written request. Any additional amounts paid to the Consultant as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These additional services include the following:

- Changes to the Scope of Work that result in significant change to the general scope, extent, or character of the Project.
- Presentations and meeting attendance other than those described in the Basic Services.
- Mass printings or preparation of mailers.
- Water or Wastewater modeling.
- Preparation of exhibits beyond those stated in the Basic Services.
- Copies of the Impact Fee Studies beyond the amount stated in Basic Services.
- Fees related to advertisement of public hearings.

## ATTACHMENT 'B'

### STANDARD RATE SCHEDULE

2024 Standard Hourly Rates

*Effective January 1, 2024 to December 31, 2024*

| <b>Engineering/Landscape Architecture/ROW</b>         | <b>Hourly<br/>Billing</b> |
|-------------------------------------------------------|---------------------------|
| Principal or Director                                 | \$310.00                  |
| Team Leader                                           | \$285.00                  |
| Senior Project Manager                                | \$280.00                  |
| Project Manager                                       | \$240.00                  |
| Senior Engineer                                       | \$290.00                  |
| Project Engineer                                      | \$190.00                  |
| Senior Structural Engineer                            | \$295.00                  |
| Structural Engineer                                   | \$210.00                  |
| Engineer III/IV                                       | \$170.00                  |
| Engineer I/II                                         | \$145.00                  |
| Senior Landscape Architect/Planner                    | \$290.00                  |
| Landscape Architect / Planner                         | \$210.00                  |
| Landscape Designer                                    | \$150.00                  |
| Senior Designer                                       | \$195.00                  |
| Designer                                              | \$170.00                  |
| Senior CAD Technician                                 | \$165.00                  |
| CAD Technician                                        | \$130.00                  |
| IT Technician                                         | \$190.00                  |
| Clerical                                              | \$90.00                   |
| ROW Manager                                           | \$265.00                  |
| Senior ROW Agent                                      | \$195.00                  |
| ROW Agent                                             | \$155.00                  |
| Relocation Agent                                      | \$195.00                  |
| ROW Tech                                              | \$110.00                  |
| Intern                                                | \$90.00                   |
| <b>Surveying</b>                                      | <b>Hourly<br/>Billing</b> |
| Survey Manager                                        | \$310.00                  |
| Registered Professional Land Surveyor (RPLS)          | \$265.00                  |
| Field Coordinator                                     | \$160.00                  |
| S.I.T. or Senior Survey Technician                    | \$155.00                  |
| Survey Technician                                     | \$140.00                  |
| 1-Person Field Crew w/Equipment**                     | \$170.00                  |
| 2-Person Field Crew w/Equipment**                     | \$200.00                  |
| 3-Person Field Crew w/Equipment**                     | \$225.00                  |
| 4-Person Field Crew w/Equipment**                     | \$245.00                  |
| Flagger                                               | \$65.00                   |
| Abstractor (Property Deed Research)                   | \$105.00                  |
| Small Unmanned Aerial Systems (sUAS) Equipment & Crew | \$475.00                  |
| Terrestrial Scanning Equipment & Crew                 | \$290.00                  |

| <b>Utility Management, Utility Coordination, and SUE</b>    | <b>Hourly Billing</b> |              |
|-------------------------------------------------------------|-----------------------|--------------|
| Senior Utility Coordinator                                  | \$190.00              |              |
| Utility Coordinator                                         | \$170.00              |              |
| SUE Field Manager                                           | \$190.00              |              |
| Sr. Utility Location Specialist                             | \$180.00              |              |
| Utility Location Specialist                                 | \$135.00              |              |
| 1-Person Designator Crew w/Equipment***                     | \$165.00              |              |
| 2-Person Designator Crew w/Equipment***                     | \$220.00              |              |
| 2-Person Vac Excavator Crew w/Equip (Exposing Utility Only) | \$335.00              | (4 hr. min.) |
| Core Drill (equipment only)                                 | \$830.00              | per day      |
| SUE QL-A Test Hole (0 < 8 ft)***                            | \$2,400.00            | each         |
| SUE QL-A Test Hole (> 8 < 15 ft)***                         | \$2,900.00            | each         |

| <b>Construction Management, Construction Engineering and Inspection (CEI)</b> | <b>Hourly Billing</b> |  |
|-------------------------------------------------------------------------------|-----------------------|--|
| Construction Inspector I/II                                                   | \$120.00              |  |
| Construction Inspector III                                                    | \$140.00              |  |
| Senior Construction Inspector                                                 | \$160.00              |  |
| Construction Manager                                                          | \$235.00              |  |
| Senior Construction Manager                                                   | \$280.00              |  |

#### **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 2024 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 'B-1' COMPENSATION SUMMARY

| SERVICE                                | FEE             | FEE BASIS |
|----------------------------------------|-----------------|-----------|
| <b>BASIC SERVICES</b>                  |                 |           |
| Wastewater Impact Fee Study & Adoption | \$45,000        | Fixed Fee |
|                                        |                 |           |
|                                        |                 |           |
|                                        |                 |           |
|                                        |                 |           |
| <b>TOTAL FEE</b>                       | <b>\$45,000</b> |           |

## ATTACHMENT 'B-2' SAMPLE INVOICE

### Teague, Nall & Perkins, Inc.

5237 N. Riverside Drive  
Suite 100  
Fort Worth, TX 76137  
817-336-5773

Client Contact  
Client  
Address

Invoice number  
Date

Professional services rendered for the month ending November 30,2022

| Description                        | Contract<br>Amount | Percent<br>Complete | Total<br>Billed | Prior<br>Billed | Current<br>Billed |
|------------------------------------|--------------------|---------------------|-----------------|-----------------|-------------------|
| <b>Wastewater Impact Fee Study</b> |                    |                     |                 |                 |                   |

Total

Invoice total

*Please show project number on all payments of this statement*

## **ATTACHMENT 'C' PROJECT SCHEDULE**

Upon authorization, TNP will begin the impact fee study. It is understood that it is the desire of the City to have the Wastewater Impact Fee Study, completed by March 2025. TNP will work with staff to develop a schedule for review and approvals by City Council.



Meeting  
Date: 10/28/2024

Date: 10/22/2024

Item #: 10.

Dept.: Administration

### Consent Agenda

#### SUBJECT:

Consider and take appropriate action on the ratification of a contract with Texas Materials Group, Inc., to provide materials and services related to 2024 Street Curb & Gutter Reconstruction Improvements for E. First North Street.

#### BACKGROUND:

During the FY24 budget discussions and approvals, the reconstruction of E. First North was added to the list of projects for appropriated funds from the Streets Maintenance Fund. Contracts with Texas Materials Group, Inc. were signed and the project was completed in late September 2024. The total project came in under budget, and staff recommends ratification of the contracts to pay the final invoices for its closeout.

#### Author:

Rachel Balthrop Mendoza, Assistant City  
Manager

#### Reviewed:

Mike Holder, City Manager

#### Cost:

#### Funds Available:

#### Source:

**Recommendation:** Staff recommends approval of the ratification of a contract with Texas Materials, LLC, to provide materials and services related to 2024 Street Curb & Gutter Reconstruction Improvements for E. 1st North Street.

| Safe & Secure            | Business<br>Friendly/Economic<br>Development | Partnership &<br>Community<br>Involvement | Healthy &<br>Environmentally<br>Cons. Comm. | Financial &<br>OPS Stewardship |
|--------------------------|----------------------------------------------|-------------------------------------------|---------------------------------------------|--------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/>                     | <input type="checkbox"/>                  | <input type="checkbox"/>                    | <input type="checkbox"/>       |



Meeting  
Date: 10/28/2024

Date: 10/22/2024

Item #: 11.

Dept.: Police

**Resolution**

**SUBJECT:**

Consider and take appropriate action on Resolution R-27-24, a resolution of the City Council of the City of Kaufman, Texas, authorizing the Chief of Police to apply for the Catalytic Converter Grant Program to fund the purchase of flock cameras for the Kaufman Police Department; providing that if the City of Kaufman receives the program grant, the city will match the grant amount for the purchase of flock cameras; providing for the incorporation of premises; and providing an effective date.

**BACKGROUND:**

The Motor Vehicle Crime Prevention Authority (MVCPA) has issued a Fiscal Year 2025 Request for Applications (RFA) aimed at combating catalytic converter theft, following the provisions of Senate Bill 224. This legislation allocates funds for coordinated regulatory and law enforcement activities to detect and prevent such crimes. In response to this growing issue, the MVCPA is offering grants to local law enforcement agencies to enhance their theft prevention efforts.

The Kaufman Police Department seeks to leverage this grant to purchase six additional flock cameras strategically placed along main thoroughfares entering and exiting the city. These cameras will play a crucial role in monitoring and addressing automotive theft, as well as other crimes, ultimately improving public safety and crime resolution in the community.

To facilitate this initiative, this proposed resolution will authorize the submittal of the grant application. Additionally, the Chief of Police will be appointed as the authorized official to oversee the grant process. The resolution will also authorize the city to allocate the necessary matching funds to comply with the grant program's requirements.

Author:  
Les Edwards, Police Chief

Reviewed:  
Mike Holder, City Manager

**Cost:**

**Funds Available:**

**Source:**

**Recommendation: Staff recommends approval of Resolution R-27-24 as presented.**

| Safe & Secure            | Business<br>Friendly/Economic<br>Development | Partnership &<br>Community<br>Involvement | Healthy &<br>Environmentally<br>Cons. Comm. | Financial &<br>OPS Stewardship |
|--------------------------|----------------------------------------------|-------------------------------------------|---------------------------------------------|--------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/>                     | <input type="checkbox"/>                  | <input type="checkbox"/>                    | <input type="checkbox"/>       |

## **RESOLUTION NO. R-27-24**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KAUFMAN, TEXAS, APPROVING THE SUBMISSION OF THE CATALYTIC CONVERTER GRANT PROGRAM APPLICATION TO FUND THE PURCHASE OF CAMERAS FOR THE CITY OF KAUFMAN FOR FISCAL YEAR 2025; DESIGNATING THE CHIEF OF POLICE AS THE AUTHORIZED OFFICIAL AND FINANCE DIRECTOR AS FINANCE OFFICER FOR THE GRANT PROGRAM; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Motor Vehicle Crimes Prevention Authority (MVCPA) has made funds available for law enforcement projects for Catalytic Converter Grant Program during the Fiscal Year (FY) 2025; and

**WHEREAS**, under the provisions of the Texas Transportation Code, Chapter 1006 and Texas Administrative Code, Title 43, Part 3, Chapter 57, Texas law enforcement agencies through their city are eligible to apply for grants from the MVCPA to provide financial support to law enforcement task forces and agencies for economic motor vehicle theft, including catalytic converter theft; and

**WHEREAS**, this Catalytic Converter Grant Program will assist the City of Kaufman (the "City") in combating catalytic converter theft; and

**WHEREAS**, the City has agreed that in the event of loss or misuse of the funds from the Catalytic Converter Grant Program, the City agrees and assures that the funds will be returned in full to the MVCPA; and

**WHEREAS**, if the City receives the Catalytic Converter Grant, the City agrees to provide matching funds for the purchase of cameras during FY 2025; and

**WHEREAS**, the City Council finds it in the best interest of the citizens of Kaufman and the Kaufman Police Department to submit the application for the Catalytic Converter Grant Program.

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

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

**SECTION 2.** The City Council hereby approves the submission of the Catalytic Converter Grant Program application for the City of Kaufman for FY 2025. The City further agrees to match funding for FY 2025 for the purchase of cameras, if the City is awarded a Catalytic Converter Grant. In the event of loss or misuse of the Catalytic Converter Grant award, the City will return all awarded funds to the MVCPA.

**SECTION 3.** The City Council hereby designates the Chief of Police, or designee, as the City's authorized official and Program Director for the Catalytic Converter Grant Program and authorizes the Chief of Police to apply for, accept, reject, alter, or terminate the Catalytic Converter Grant Program, and all related documents, on behalf of the City.

**SECTION 4.** The City Council hereby designates the Finance Director as the Financial Officer for the Catalytic Converter Grant Program.

**SECTION 5.** This Resolution shall become effective immediately upon its passage and approval.

**PASSED AND APPROVED** by the City Council of the City of Kaufman, Texas, on this the 28<sup>th</sup> day of October 2024.

---

**JEFF JORDAN**  
**MAYOR**

**ATTEST:**

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**JESSIE HANKS**  
**CITY SECRETARY**

**APPROVED AS TO FORM:**

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**PATRICIA A. ADAMS**  
**CITY ATTORNEY**



## RESOLUTION R-28-24

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KAUFMAN, TEXAS, SETTING A PUBLIC HEARING FOR THE DISSOLUTION OF CITY OF KAUFMAN PUBLIC IMPROVEMENT DISTRICT NUMBER FIVE WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF KAUFMAN, TEXAS (“THE TRAILS DEVELOPMENT”); AND AUTHORIZING THE ISSUANCE OF NOTICE OF PUBLIC HEARING BY THE CITY SECRETARY OF KAUFMAN, TEXAS; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the City of Kaufman, Texas, a home rule municipality, located in Kaufman County, Texas, (the “City”) is authorized under Chapter 372 of the Texas Local Government Code (the “Act”), to create and to dissolve a public improvement district within its corporate limits and within its extraterritorial jurisdiction; and

**WHEREAS**, on April 22, 2024, after notice and public hearing as required by the Act, the City Council of the City of Kaufman, Texas (the “City Council”) adopted Resolution No. R-12-24 creating Kaufman Public Improvement District Number Five on an approximate 73.09 acres of land situated in the Thomas Beedy Survey, Abstract No. 21, Kaufman County, located in the extraterritorial jurisdiction of the City, as more specifically described and depicted in **Exhibit A** to **Exhibit 1** hereto (defined below), (the “Property”) and is more commonly identified as The Trails Development, (“PID No. 5”); and

**WHEREAS**, on October 24, 2024, the City Council received a petition from Tejas Wycliff Properties, LLC, a Texas limited liability company, the owner of the Property, requesting dissolution of PID No. 5, a copy of which is attached hereto and incorporated herein as **Exhibit 1, Dissolution Petition**; and

**WHEREAS**, the Dissolution Petition was executed by the record owners of taxable real property representing more than fifty percent (“50%”) of the appraised value of the real property liable for assessment in PID No. 5, and the record owners of taxable real property that constitute more than 50% of all of the area of all taxable real property that is liable for assessment in PID No. 5; and

**WHEREAS**, the Dissolution Petition, Exhibit 1, filed through the Kaufman City Secretary, has been examined, verified, and found to meet the requirements of the Act, including 372.005(b) and found to be sufficient for consideration by the City Council; and

**WHEREAS**, the City Council accepts the Dissolution Petition and desires to schedule a public hearing to consider the dissolution of PID No. 5 as requested in the Dissolution Petition and in accordance with Section 372.011 of the Act; and

**WHEREAS**, in order to hold a public hearing for the dissolution of a public improvement district, notice must be given in a newspaper of general circulation in the municipality, and in a newspaper of general circulation in the part of the extraterritorial jurisdiction in which the district is located or in which the improvements are undertaken, before the 15<sup>th</sup> day before the date of the hearing, and written notice must be mailed to the current address of each owner, as reflected on the tax rolls, of property subject to assessment under the public improvement district; and

**WHEREAS**, both newspaper notice and mailed notice must contain the information required for notice as provided for in Section 372.009 of the Act; and

**WHEREAS**, the City Council has determined to hold a public hearing on **November 25, 2024**, on the dissolution of PID No. 5 and to order that notice be provided as required by the Act; and

**WHEREAS**, the City Council finds that the passage of this Resolution is in the best interest of the citizens of the City.

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

**SECTION 1:** That all of the above Recitals are hereby found to be true and correct factual determinations of the City and are hereby approved and incorporated by reference as though fully set forth herein.

**SECTION 2:** That a public hearing is hereby called for **6:30 p.m. on November 25, 2024**, in the **City Council Chamber at Kaufman City Hall, 209 South Washington, Kaufman, Texas 75142** to receive public comment on the dissolution of City of Kaufman Public Improvement District Number Five (the "Trails Development") in the area more specifically described and depicted in Exhibit A, "Metes and Bounds Description and Depiction" to the Dissolution Petition, **Exhibit 1** hereto, pursuant to the Act; and

**SECTION 3:** That notice of hearing, in the substantially final form set forth in **Exhibit 2** attached hereto, with such changes as may be approved by the City's counsel, shall be published in a newspaper of general circulation in the City, and in a newspaper of general circulation in the part of the extraterritorial jurisdiction in which PID No. 5 is located and in which the improvements were proposed to be undertaken, before the 15th day before the date of the hearing as required by the Act; and

**SECTION 4:** That written notice, in the substantially final form set forth in **Exhibit 2** attached hereto with such changes as may be approved by the City's counsel, shall be mailed to each property owner, as reflected on the tax rolls, of Property within the boundaries of PID No. 5 which is subject to assessment within PID No. 5, before the 15th day prior to the date set for the hearing; and

**SECTION 5:** The City Secretary is hereby authorized and directed to cause the notice of public hearing specified herein to be published in substantially the form attached hereto, in a newspaper of general circulation in the City, and in a newspaper of general circulation in the part of the extraterritorial jurisdiction in which PID No. 5 is located and in which the improvements were proposed to be undertaken, and to notify any affected landowners within the boundaries of PID No. 5 as required by law. The City Secretary shall provide notice on or before **November 8, 2024**, which is before the 15<sup>th</sup> day before the **November 25, 2024**, public hearing.

**SECTION 6:** That if any portion of this Resolution shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the City Council hereby determines that it would have adopted this Resolution without the invalid provision; and

**SECTION 7:** That this Resolution shall be in full force and effect from and after its passage, and it is accordingly so resolved.

**INTRODUCED, READ AND PASSED** by the affirmative vote of the City Council of the City of Kaufman, Texas this 28<sup>th</sup> day of October, 2024.

---

**JEFF JORDAN  
MAYOR**

**ATTEST:**

---

**JESSIE HANKS  
CITY SECRETARY**

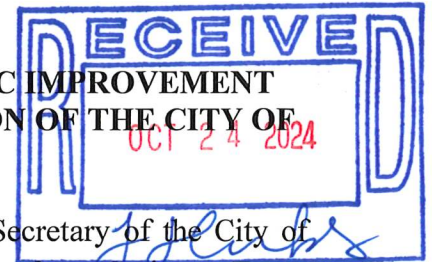
**APPROVED AS TO FORM:**

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**PATRICIA A. ADAMS  
CITY ATTORNEY**

**EXHIBIT 1**  
**The Dissolution Petition**

**PETITION FOR THE DISSOLUTION OF THE TRAILS PUBLIC IMPROVEMENT  
DISTRICT WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF  
KAUFMAN, TEXAS**



This petition ("Petition") is submitted and filed with the City Secretary of the City of Kaufman, Texas ("City"), by Tejas Wycliff Properties, LLC - 2727 Kaufman Series, a Texas limited liability company (the "Petitioner"), the owner of approximately 73.09 acres of real property located within the boundaries of the District, as hereinafter defined. Acting pursuant to the provisions of Chapter 372, Texas Local Government Code, as amended (the "Act"), the Petitioner requests that the City dissolve the Trails Public Improvement District (the "District"), that included property located within the extraterritorial jurisdiction of the City (the "Property"), more particularly described by a metes and bounds description and depicted in **Exhibit A**. In support of this Petition, the Petitioner would present the following:

**Section 1. Boundaries of the District.** The District created includes the Property.

**Section 2. The Petitioner Requests Dissolution of the District.** The person signing this Petition requests the dissolution of the District, is duly authorized, and has the corporate authority to execute and deliver the Petition.

**Section 3. Landowner(s).** This Petition has been signed by (1) the owner of taxable real property representing more than 50 percent of the appraised value of taxable real property liable for assessment in the District, as determined by the current roll of the appraisal district in which the property is located; and (2) record owner of real property liable for assessment in the District who: (A) constitutes more than 50 percent of all record owners of property that is liable for assessment in the District; or (B) owns taxable real property that constitutes more than 50 percent of the area of all taxable real property that is liable for assessment in the District.

This Petition is hereby filed with the City Secretary of the City, or other officer performing the functions of the municipal secretary, in support of the dissolution of the District by the City Council of the City as herein provided. The undersigned requests that the City Council of the City call a public hearing on the advisability of dissolving the District, give notice thereof as provided by law and grant all matters requested in this Petition and grant such other relief, in law or in equity, to which Petitioner may show itself to be entitled.

RESPECTFULLY SUBMITTED, on this the 24<sup>th</sup> day of October, 2024.

**PETITIONER:**

Tejas Wycliff Properties, LLC - 2727 Kaufman Series,  
a Texas limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Yehuda Goldman

Authorized member

10-23-2024

STATE OF TEXAS

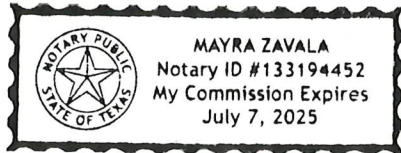
§

§

COUNTY OF DALLAS

§

This instrument was acknowledged before me on the 23 day of October, 2024 by Yehuda Goldman, owner of Tejas Wycliff Properties, LLC - 2727 Kaufman Series, a Texas limited liability company on behalf of said company.



M. Zavala  
Notary Public, State of Texas

## **EXHIBIT A**

### **Metes and Bounds Description and Depiction**

#### **Approximately 73.09 Acres**

BEING 73.09 ACRES OF LAND LOCATED IN THE THOMAS BEEDY SURVEY, ABSTRACT NO. 21, KAUFMAN COUNTY, TEXAS AND BEING PART OF THE PROPERTY DESCRIBED IN WARRANTY DEED RECORDED IN VOLUME 2583, PAGE 440, OFFICIAL PUBLIC RECORDS OF KAUFMAN COUNTY, TEXAS AND ALL OF THE PROPERTY DESCRIBED IN WARRANTY DEED RECORDED IN VOLUME 6568, PAGE 353, OFFICIAL PUBLIC RECORDS OF KAUFMAN COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND 1/2 INCH IRON ROD AT THE SOUTH CORNER OF SAID 138.451 ACRE TRACT RECORDED IN VOLUME 2583, PAGE 440, AT THE EAST CORNER OF THE DAVID NALLS TRACT RECORDED IN VOLUME 3395, PAGE 289 AND IN THE NORTHWEST R.O.W. OF FARM TO MARKET 2727;

THENCE NORTH 47 DEGREES 11 MINUTES 43 SECONDS WEST, 1346.01 FEET TO A FOUND CAPPED 1/2 INCH IRON ROD;

THENCE SOUTH 44 DEGREES 07 MINUTES 47 SECONDS WEST, 517.35 FEET TO A FOUND 3/8 INCH IRON ROD;

THENCE NORTH 47 DEGREES 09 MINUTES 56 SECOND WEST, 1463.96 FEET TO A 8 INCH POST FOR CORNER;

THENCE NORTH 43 DEGREES 56 MINUTES 17 SECONDS EAST, 1617.61 FEET TO A SET 1/2 INCH IRON ROD;

THENCE SOUTH 46 DEGREES 32 MINUTES 43 SECONDS EAST, 381.18 FEET TO A SET 1/2 INCH IRON ROD;

THENCE SOUTH 43 DEGREES 27 MINUTES 17 SECONDS WEST, 257.00 FEET TO A SET 1/2 INCH IRON ROD;

THENCE SOUTH 46 DEGREES 32 MINUTES 43 SECONDS EAST, 2429.02 FEET TO A SET 1/2 INCH IRON ROD IN THE NORTHWEST RIGHT OF WAY OF F.M. 2727;

THENCE SOUTH 44 DEGREES 00 MINUTES 57 SECONDS WEST, 812.16 FEET TO THE POINT OF BEGINNING AND CONTAINING 73.09 ACRES OF LAND.



## EXHIBIT 2

### **NOTICE OF PUBLIC HEARING OF THE CITY OF KAUFMAN, TEXAS TO CONSIDER THE DISSOLUTION OF CITY OF KAUFMAN PUBLIC IMPROVEMENT DISTRICT NO. 5 LOCATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY (CITY OF KAUFMAN PUBLIC IMPROVEMENT DISTRICT NO. FIVE) ("THE TRAILS DEVELOPMENT")**

NOTICE IS HEREBY GIVEN THAT the City Council (the "City Council") of the City of Kaufman, Texas (the "City"), pursuant to Chapter 372 of the Texas Local Government Code, as amended (the "Act"), will hold a public hearing at **6:30 p.m. on November 25, 2024, in the City Council Chamber at Kaufman City Hall, 209 South Washington, Kaufman, Texas 75142** for the purpose of considering the dissolution by the City of City Of Kaufman Public Improvement District No. Five ("PID No. 5") ("The Trails Development"), located within the extraterritorial jurisdiction of the City of Kaufman.

In accordance with the Act, the City Council has received a petition for dissolution of PID No. 5 (the "Dissolution Petition") from certain property owners within PID No. 5 in the extraterritorial jurisdiction of the City (the "Petitioners"), that requests the dissolution of PID No. 5. The Dissolution Petition and the legal description of the property currently included in the boundaries of PID No. 5 are on file and open for public inspection in the office of the City Secretary at 209 South Washington, Kaufman, Texas 75142. The public hearing is being held with respect to the advisability of the dissolution of PID No. 5.

**BOUNDARIES OF PID NO. 5:** The boundaries of PID No. 5 are described as approximately 73.09 acres of land situated in the Thomas Beedy Survey, Abstract No. 21, Kaufman County, located in the extraterritorial jurisdiction of the City of Kaufman, Kaufman County, Texas. Such Property being identified as The Trails Development. **A metes and bounds description is available for inspection at the offices of the City Secretary at the location described above.**

All interested persons are invited to attend such a public hearing to express their views with respect to the dissolution of PID No. 5.

This Notice of Public Hearing is given and the public hearing is being held pursuant to the requirements of the Act.

THE CITY OF KAUFMAN, TEXAS



Meeting  
Date: 10/28/2024

Date: 10/25/2024

Item #: 13.

Dept.: Administration

## Resolution

### SUBJECT:

Consider and take appropriate action on Resolution R-29-24, a resolution of the City Council of the City of Kaufman, Texas, setting a Public Hearing under Sec. 372.009 of the Texas Local Government Code for the creation of the City of Kaufman Public Improvement District Number Five within the extraterritorial jurisdiction of the City of Kaufman, Texas, on an approximate 132.10 acres of land situated in the Thomas Beedy Survey, Abstract No. 21, Kaufman County, Texas, comprised of two tracts of land more particularly described by metes and bounds descriptions available at Kaufman City Hall; setting a date for and authorizing the issuance of notice of Public Hearing by the City Secretary of Kaufman, Texas. (The Trails Development)

### BACKGROUND:

On October 24, 2024, a petition for the creation of Public Improvement District #5 (PID #5) was received from Tejas Wycliff Properties, LLC - 2727 Kaufman Series and GSI Baylor LLC (The Trails). The property in question encompasses Tract I and Tract II consisting of approximately 132.10 acres and is located within the boundaries of the City of Kaufman's extraterritorial jurisdiction. Specifically, it is situated on the west side of Farm-to-Market Road 2727, approximately 1,200 feet south of County Road 143 and 1,100 feet north of Summerville Drive. This item will set up the public hearing for the proposed creation of PID #5.

Author:

Mike Holder, City Manager

Reviewed:

Mike Holder, City Manager

Cost:

Funds Available:

Source:

**Recommendation:** Staff recommends approval of Resolution R-29-24, setting a Public Hearing for the creation of the City of Kaufman Public Improvement District Number Five for November 25, 2024, at 6:30 p.m. at City Hall, 209 S. Washington St., Kaufman, TX 75142.

| Safe & Secure            | Business<br>Friendly/Economic<br>Development | Partnership &<br>Community<br>Involvement | Healthy &<br>Environmentally<br>Cons. Comm. | Financial &<br>OPS Stewardship      |
|--------------------------|----------------------------------------------|-------------------------------------------|---------------------------------------------|-------------------------------------|
| <input type="checkbox"/> | <input checked="" type="checkbox"/>          | <input type="checkbox"/>                  | <input type="checkbox"/>                    | <input checked="" type="checkbox"/> |

## RESOLUTION R-29.24

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KAUFMAN, TEXAS, SETTING A PUBLIC HEARING FOR THE CREATION OF CITY OF KAUFMAN PUBLIC IMPROVEMENT DISTRICT NUMBER FIVE WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF KAUFMAN, TEXAS (“THE TRAILS DEVELOPMENT”); AND AUTHORIZING THE ISSUANCE OF NOTICE OF PUBLIC HEARING BY THE CITY SECRETARY OF KAUFMAN, TEXAS; AND PROVIDING AN EFFECTIVE DATE

**WHEREAS**, the City of Kaufman, Texas, a home rule municipality, (the “City”), is authorized under Chapter 372 of the Texas Local Government Code (the “Act”), to create a public improvement district within its corporate limits and within its extraterritorial jurisdiction; and

**WHEREAS**, on **October 24, 2024**, the City Council (the “City Council”) of the City of Kaufman, Texas (the “City”) received a petition from Tejas Wycliff Properties, LLC, a Texas limited liability company, the owner of Tract I (described herein) and GSI Baylor LLC, a Texas limited liability company, the owner of Tract II (described herein); collectively Tract I and Tract II consist of 132.10 acres of land and are referred to as the “Property” (hereinafter the “Petition”). Tract I, is more specifically described as being an approximate 73.09 acres of land situated in the Thomas Beedy Survey, Abstract No. 21, Kaufman County, Texas, and located in the extraterritorial jurisdiction of the City (“Tract I”); and (ii) Tract II, is more specifically described as being an approximate 59.02 acres of land situated in the Thomas Beedy Survey, Abstract No. 21, Kaufman County, Texas, being a portion of a certain called 224 acre tract of land conveyed by deed and recorded in Volume 338, Page 324 of the Deed Records of Kaufman County, and located in the extraterritorial jurisdiction of the City. The Property is more commonly identified as The Trails Development. The Petition requesting creation of a public improvement district for the Property (the “PID”) under the Act was received from the record owners of taxable real property representing more than fifty percent (“50%”) of the appraised value of the real property liable for assessment in the proposed PID and the record owners of taxable real property that constitute more than 50% of all of the area of all taxable real property that is liable for assessment in the proposed PID; and

**WHEREAS**, the Petition, a copy of which is attached hereto as **Exhibit 1, Petition** was filed through the Kaufman City Secretary, has been examined, verified, and found to meet the requirements of the Act, including Sections 372.005(a) and 372.005(b) and to be sufficient for consideration by the City Council; and

**WHEREAS**, the boundaries of the Property to be included in the proposed PID are described and depicted in **Exhibit A** to the **Petition, Exhibit 1**, such Property being an approximate 132.10 acres of land situated in the Thomas Beedy Survey, Abstract No.

21, Kaufman County, comprised of Tract I and Tract II, and located in the extraterritorial jurisdiction of the City, as more specifically described and depicted herein, and is more commonly identified as The Trails Development, and the PID is proposed to be identified as “City of Kaufman Public Improvement District No. Five; and

**WHEREAS**, the City Council accepts the Petition and desires to schedule a public hearing to consider the creation of the PID to finance the following public improvements (collectively, the “Authorized Improvements”): (i) street and roadway improvements, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) establishment or improvement of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, playgrounds, walkways, lighting and any similar items located therein; (iii) sidewalks and landscaping, including entry monuments and features, fountains, lighting and signage; (iv) acquisition, construction and improvement of water, wastewater and drainage improvements and facilities (v) projects similar to those listed in subsections (i) - (iv) above authorized by the Act, including similar off-site projects that provide a benefit to the property within the District; (vi) special supplemental services for improvement and promotion of the District as approved by the City; (vii) payment of costs associated with operating and maintaining the public improvements listed in subparagraphs (i) - (vi) above; and (viii) payment of costs associated with developing and financing the public improvements listed in subparagraphs (i) - (vi) above, and costs of establishing, administering and operating the District. These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property; and.

**WHEREAS**, in order to hold a public hearing for the creation of a public improvement district, notice must be given in a newspaper of general circulation in the municipality, and in a newspaper of general circulation in the part of the extraterritorial jurisdiction in which the district is to be located or in which the improvements are to be undertaken, before the 15<sup>th</sup> day before the date of the hearing, and written notice must be mailed to the current address of each owner, as reflected on the tax rolls, of property that would be subject to assessment under the proposed public improvement district; and

**WHEREAS**, both newspaper notice and mailed notice must contain the information required for notice as provided for in Section 372.009 of the Act; and

**WHEREAS**, the City Council has determined to hold a public hearing on **November 25, 2024**, on the creation of the PID; and

**WHEREAS**, the City Council finds that the passage of this Resolution is in the best interest of the citizens of the City.

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

**SECTION 1:** That all of the above recitals are hereby found to be true and correct factual determinations of the City and are hereby approved and incorporated by reference as though fully set forth herein.

**SECTION 2:** That a public hearing is hereby called for **6:30 p.m. on November 25, 2024**, in the **City Council Chamber at Kaufman City Hall, 209 South Washington, Kaufman, Texas 75142** to receive public comment on the creation of City of Kaufman Public Improvement District Number Five in the area more specifically described and depicted in **Exhibit A, “Metes and Bounds Description and Depiction”** to the Petition, **Exhibit 1** hereto, pursuant to the Act; and

**SECTION 3:** That notice of hearing, in the substantially final form set forth in **Exhibit 2** attached hereto, with such changes as may be approved by the City’s counsel, shall be published in a newspaper of general circulation in the City, and in a newspaper of general circulation in the part of the extraterritorial jurisdiction in which the district is to be located or in which the improvements are to be undertaken, before the 15th day before the date of the hearing as required by the Act; and

**SECTION 4:** That written notice, in the substantially final form set forth in **Exhibit 2** attached hereto with such changes as may be approved by the City’s counsel, shall be mailed to each property owner, as reflected on the tax rolls, of property subject to assessment within the PID, before the 15th day prior to the date set for the hearing; and

**SECTION 5:** The City Secretary is hereby authorized and directed to cause the notice of public hearing specified herein to be published in substantially the form attached hereto, in a newspaper of general circulation in the City, and in a newspaper of general circulation in the part of the extraterritorial jurisdiction in which the district is to be located or in which the improvements are to be undertaken, and to notify any affected landowners within the boundaries of the proposed public improvement district as required by law. The City Secretary shall provide notice on or before **November 8, 2024**, which is before the 15<sup>th</sup> day before the **November 25, 2024**, public hearing.

**SECTION 6:** That if any portion of this Resolution shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the City Council hereby determines that it would have adopted this Resolution without the invalid provision; and

**SECTION 7:** That this Resolution shall be in full force and effect from and after its passage, and it is accordingly so resolved.

**INTRODUCED, READ AND PASSED** by the affirmative vote of the City Council of the City of Kaufman, Texas this 25<sup>th</sup> day of November 2024.

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**JEFF JORDAN  
MAYOR**

**ATTEST:**

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**JESSIE HANKS  
CITY SECRETARY**

**APPROVED AS TO FORM:**

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**PATRICIA A. ADAMS  
CITY ATTORNEY**

## EXHIBIT 1

### PETITION

#### **PETITION FOR THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF KAUFMAN, TEXAS FOR THE CITY OF KAUFMAN PUBLIC IMPROVEMENT DISTRICT NO. 5**

This petition (“Petition”) is submitted and filed with the City Secretary of the City of Kaufman, Texas (“City”), by Tejas Wycliff Properties, LLC – 2727 Kaufman Series, a Texas limited liability company, and GSI Baylor LLC, a Texas limited liability company; (collectively, the “Petitioner”), owner of the majority of the real property located within the proposed boundaries of the District, as hereinafter defined. Acting pursuant to the provisions of Chapter 372, Texas Local Government Code, as amended (the “Act”), the Petitioner requests that the City create a public improvement district (the “District”), to include property located within the extraterritorial jurisdiction of the City (the “ETJ”), more particularly described by a metes and bounds description in **Exhibit A** and depicted in **Exhibit B** (the “Property”). In support of this Petition, the Petitioner presents the following:

**Section 1. General Nature of the Authorized Improvements.** The general nature of the proposed public improvements (collectively, the “Authorized Improvements”) may include: (i) street and roadway improvements, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) establishment or improvement of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, playgrounds, walkways, lighting and any similar items located therein; (iii) sidewalks and landscaping, including entry monuments and features, fountains, lighting and signage; (iv) acquisition, construction, and improvement of water, wastewater and drainage improvements and facilities; (v) projects similar to those listed in subsections (i) - (iv) above authorized by the Act, including similar off-site projects that provide a benefit to the property within the District; (vi) special supplemental services for improvement and promotion of the District; (vii) payment of costs associated with operating and maintaining the public improvements listed in subparagraphs (i) - (vi) above; and (viii) payment of costs associated with developing and financing the public improvements listed in subparagraphs (i) - (vi) above, and costs of establishing, administering and operating the District. These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property.

**Section 2. Estimated Cost of the Authorized Improvements.** The estimated cost to design, acquire, and construct the Authorized Improvements, together with bond issuance costs (including but not limited to the funding of any capitalized interest and reserve funds), eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in the establishment administration and operation of the District, is Thirty Million Dollars (\$30,000,000.00). The City will pay none of the costs of the proposed improvements from funds other than such assessments. The remaining costs of the proposed improvements will be paid from sources other than the City or assessments of property owners, including funds from a Tax Increment Financing Zone, if any.

**Section 3. Boundaries of the Proposed District.** The District is proposed to include the Property.

**Section 4. Proposed Method of Assessment.** The City shall levy assessments on each parcel within the District in a manner that results in imposing equal shares of the costs on property similarly benefited. All assessments may be paid in full at any time (including interest and principal), and certain assessments may be paid in annual installments (including interest and principal). If an assessment is allowed to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for those Authorized Improvements financed by the assessment, and must continue for a period necessary to retire the indebtedness of those Authorized Improvements (including interest).

**Section 5. Proposed Apportionment of Costs between the District and the City.** The City will not be obligated to provide any funds to finance the Authorized Improvements, other than from assessments levied on the District and possible tax increment reinvestment zone revenue. No municipal property in the public improvement district shall be assessed. The Petitioner may also pay certain costs of the Authorized Improvements from other funds available to the Petitioner. The Petitioner shall arrange for any financing needed for the Authorized Improvements.

**Section 6. Management of the District.** The Petitioner proposes that the District be managed by the City, with the assistance of a consultant, who shall, from time to time, advise the City regarding certain operations of the District.

**Section 7. The Petitioner Requests Establishment of the District.** The person(s) signing this Petition request(s) the establishment of the District, is duly authorized, and has the authority to execute and deliver the Petition.

**Section 8. Advisory Board.** The Petitioner proposes that the District be established and managed without the creation of an advisory board. If an advisory board is created, the Petitioner requests that a representative of the Petitioner be appointed to the advisory board.

**Section 9. Landowner(s).** This Petition has been signed by (1) the owners of taxable real property representing more than 50 percent of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located; and (2) record owners of real property liable for assessment under the proposal who: (A) constitute more than 50 percent of all record owners of property that is liable for assessment under the proposal; or (B) own taxable real property that constitutes more than 50 percent of the area of all taxable real property that is liable for assessment under the proposal. With respect to community property, the City may accept the signature of a spouse as a representation of both spouses that they support the creation or renewal of the PID absent a separate property agreement.

This Petition is hereby filed with the City Secretary of the City, or other officer performing the functions of the municipal secretary, in support of the creation of the District by the City Council of the City as herein provided. The Petitioner requests that the City Council of the City call a public hearing on the advisability of the Authorized Improvements, give notice thereof as provided by law and grant all matters requested in this Petition and grant such other relief, in law or in equity, to which Petitioner may show itself to be entitled.

RESPECTFULLY SUBMITTED, on this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**Petitioner:**

Tejas Wycliff Properties, LLC - 2727 Kaufman Series,  
a Texas limited liability company

By: \_\_\_\_\_

Member/Manager

STATE OF TEXAS

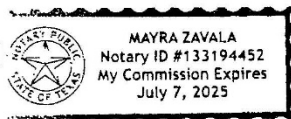
COUNTY OF Dallas

§  
§  
§

This instrument was acknowledged before me on the 23 day of October 2024, by

Yehuda Goldman

[seal]



M. Zavala  
Notary Public, State of Texas

**Petitioner:**

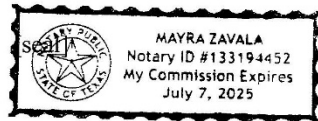
GSI Baylor LLC,  
a Texas limited liability company

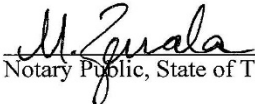
By:   
Member/Manager

STATE OF TEXAS                   §  
                                             §  
COUNTY OF Dallas           §

This instrument was acknowledged before me on the 23 day of October 2024, by

Yehuda Goldman.



  
Notary Public, State of Texas

**EXHIBIT A**

**METES AND BOUNDS DESCRIPTION**

**TRACT I**

BEING 73.09 ACRES OF LAND LOCATED IN THE THOMAS BEEDY SURVEY, ABSTRACT NO. 21, KAUFMAN COUNTY, TEXAS AND BEING PART OF THE PROPERTY DESCRIBED IN WARRANTY DEED RECORDED IN VOLUME 2583, PAGE 440, OFFICIAL PUBLIC RECORDS OF KAUFMAN COUNTY, TEXAS AND ALL OF THE PROPERTY DESCRIBED IN WARRANTY DEED RECORDED IN VOLUME 6568, PAGE 353, OFFICIAL PUBLIC RECORDS OF KAUFMAN COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND 1/2 INCH IRON ROD AT THE SOUTH CORNER OF SAID 138.451 ACRE TRACT RECORDED IN VOLUME 2583, PAGE 440, AT THE EAST CORNER OF THE DAVID NALLS TRACT RECORDED IN VOLUME 3395, PAGE 289 AND IN THE NORTHWEST R.O.W. OF FARM TO MARKET 2727;

THENCE NORTH 47 DEGREES 11 MINUTES 43 SECONDS WEST, 1346.01 FEET TO A FOUND CAPPED 1/2 INCH IRON ROD;

THENCE SOUTH 44 DEGREES 07 MINUTES 47 SECONDS WEST, 517.35 FEET TO A FOUND 3/8 INCH IRON ROD;

THENCE NORTH 47 DEGREES 09 MINUTES 56 SECOND WEST, 1463.96 FEET TO A 8 INCH POST FOR CORNER;

THENCE NORTH 43 DEGREES 56 MINUTES 17 SECONDS EAST, 1617.61 FEET TO A SET 1/2 INCH IRON ROD;

THENCE SOUTH 46 DEGREES 32 MINUTES 43 SECONDS EAST, 381.18 FEET TO A SET 1/2 INCH IRON ROD;

THENCE SOUTH 43 DEGREES 27 MINUTES 17 SECONDS WEST, 257.00 FEET TO A SET 1/2 INCH IRON ROD;

THENCE SOUTH 46 DEGREES 32 MINUTES 43 SECONDS EAST, 2429.02 FEET TO A SET 1/2 INCH IRON ROD IN THE NORTHWEST RIGHT OF WAY OF F.M. 2727;

THENCE SOUTH 44 DEGREES 00 MINUTES 57 SECONDS WEST, 812.16 FEET TO THE POINT OF BEGINNING AND CONTAINING 73.09 ACRES OF LAND.

**METES AND BOUNDS**

**TRACT II**

ALL THAT CERTAIN LOT, TRACT, OR PARCEL OF LAND, PART OF THE THOMAS BEEDY SURVEY, ABSTRACT NO. 21, KAUFMAN COUNTY, TEXAS, PART OF THAT CERTAIN CALLED 224.00 ACRE TRACT CONVEYED TO RUTH JACKSON BY EMMETT A. CARLISLE, ET UX ON JANUARY 8, 1951 AND RECORDED IN VOLUME 338, PAGE 324, OF THE DEED RECORDS OF KAUFMAN COUNTY, TEXAS AND BEING MORE COMPLETELY DESCRIBED AS FOLLOWS:

BEGINNING AT T POST FOR CORNER IN THE SOUTHWEST LINE OF THE ABOVE MENTIONED 224.00 ACRE TRACT, IN THE SOUTHWEST LINE OF THE THOMAS BEEDY SURVEY, ABSTRACT NO. 21 AND BEING AT THE INTERSECTION OF SAME WITH THE NORTHWEST RIGHT-OF-WAY LINE OF FARM TO MARKET ROAD NO. 2727;

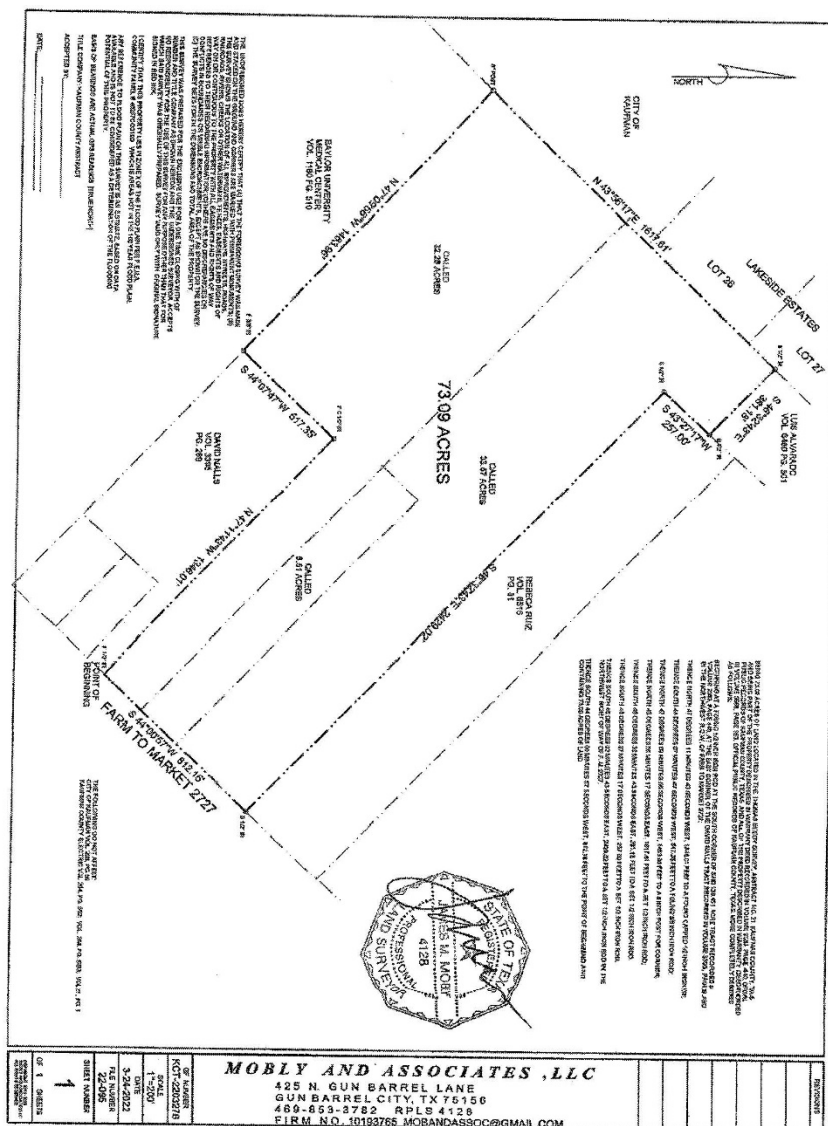
THENCE NORTH 46 DEGREES 15 MINUTES 26 SECONDS WEST, WITH THE SOUTHWEST LINE OF SAID TRACT AND WITH SAID SURVEY LINE, PASSING AT POST AT 2472.30 FEET AND CONTINUING FOR A TOTAL OF 2820.14 FEET TO A POINT IN KAUFMAN CITY LAKE;

THENCE NORTH 43 DEGREES 41 MINUTES 58 SECONDS EAST, 887.96 FEET TO A POINT IN KAUFMAN CITY LAKE;

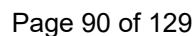
THENCE SOUTH 47 DEGREES 12 MINUTES 40 SECONDS EAST, PASSING A FENCE POST AT 200.57 FEET AND CONTINUING FOR A TOTAL DISTANCE OF 2,821.84 FEET TO A FENCE CORNER IN THE NORTHWEST RIGHT-OF-WAY LINE OF FARM TO MARKET ROAD NO. 2727;

THENCE SOUTH 43 DEGREES 46 MINUTES 55 SECONDS WEST, WITH SAID RIGHT-OF-WAY LINE, A DISTANCE OF 934.74 FEET TO THE PLACE OF BEGINNING AND CONTAINING 59.01 ACRES OF LAND.

**EXHIBIT B**  
**PROPERTY DEPICTION**  
**TRACT I**



**TRACT II**



## EXHIBIT 2

### **NOTICE OF PUBLIC HEARING OF THE CITY OF KAUFMAN, TEXAS TO CONSIDER THE ADVISABILITY OF THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT TO MAKE CERTAIN IMPROVEMENTS OVER CERTAIN PROPERTY LOCATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY (CITY OF KAUFMAN PUBLIC IMPROVEMENT DISTRICT NO. FIVE) (“THE TRAILS DEVELOPMENT”)**

NOTICE IS HEREBY GIVEN THAT the City Council (the “City Council”) of the City of Kaufman, Texas (the “City”), pursuant to Chapter 372 of the Texas Local Government Code, as amended (the “Act”), will hold a public hearing at **6:30 p.m. on November 25, 2024, in the City Council Chamber at Kaufman City Hall, 209 South Washington, Kaufman, Texas 75142** for the purpose of considering the establishment by the City of a public improvement district to be located within the extraterritorial jurisdiction of the City (City Of Kaufman Public Improvement District No. Five) (“The Trails Development”).

In accordance with the Act, the City Council has received a petition (the “Petition”) from certain property owners within the extraterritorial jurisdiction of the City (the “Petitioners”), that requests the establishment of a public improvement district (the “PID”). The Petition and the legal description of the property to be included in the PID are on file and open for public inspection in the office of the City Secretary at 209 South Washington, Kaufman, Texas 75142. The public hearing is being held with respect to the advisability of creating the PID and the improvements to be made therein.

**BOUNDARIES OF THE PROPOSED PID:** Approximately 132.10 acres of land comprised of the following: (i) Tract I, being an approximate 73.09 acres of land situated in the Thomas Beedy Survey, Abstract No. 21, Kaufman County, Texas, and located in the extraterritorial jurisdiction of the City (“Tract I”); and (ii) Tract II, being an approximate 59.02 acres of land situated in the Thomas Beedy Survey, Abstract No. 21, Kaufman County, Texas, being a portion of a certain called 224 acre tract of land conveyed by deed and recorded in Volume 338, Page 324 of the Deed Records of Kaufman County, and located in the extraterritorial jurisdiction of the City, collectively the “Property”. Such Property being identified as The Trails Development. **A metes and bounds description of the Property is available for inspection at the offices of the City Secretary at the location described above.**

**GENERAL NATURE OF THE AUTHORIZED IMPROVEMENTS:** The general nature of the proposed public improvements (collectively, the “Authorized Improvements”): (i) street and roadway improvements, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) establishment or improvement of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, playgrounds, walkways, lighting and any similar items located therein; (iii) sidewalks and landscaping, including entry monuments and features, fountains, lighting and signage;

(iv) acquisition, construction and improvement of water, wastewater and drainage improvements and facilities (v) projects similar to those listed in subsections (i) - (iv) above authorized by the Act, including similar off-site projects that provide a benefit to the property within the District; (vi) special supplemental services for improvement and promotion of the District as approved by the City; (vii) payment of costs associated with operating and maintaining the public improvements listed in subparagraphs (i) - (vi) above; and (viii) payment of costs associated with developing and financing the public improvements listed in subparagraphs (i) - (vi) above, and costs of establishing, administering and operating the District. These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property.

ESTIMATED COST OF THE AUTHORIZED IMPROVEMENTS: The estimated cost to design, acquire and construct the Authorized Improvements, together with bond issuance costs, eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in the establishment, administration and operation of the PID is \$30,000,000 plus the annual cost of operation and maintenance, if any. The City will pay no costs of the Authorized Improvements or operation and maintenance costs from funds other than assessments levied on property within the PID. The remaining costs of the proposed improvements will be paid from sources other than those described above.

PROPOSED METHOD OF ASSESSMENT: The City shall levy assessments on each parcel within the PID in a manner that results in the imposition of an equal share of the costs of the Authorized Improvements on property similarly benefitted by such Authorized Improvements. The proposed method of assessment shall be based upon (i) an equal apportionment per lot, per front foot, or per square foot of property benefiting from the Authorized Improvements, as determined by the City, (ii) the ad valorem taxable value of the property benefiting from the Authorized Improvements, with or without regard to improvements on the property, or (iii) in any manner that results in imposing equal shares of the cost on property similarly benefitted.

PROPOSED APPORTIONMENT OF COSTS BETWEEN THE CITY AND THE PID: The City will not be obligated to provide any funds to finance the Authorized Improvements. All of the costs of the Authorized Improvements will be paid from assessments levied on properties in the PID and from other sources of funds available to the Petitioners.

All interested persons are invited to attend such a public hearing to express their views with respect to the establishment of the PID and the Authorized Improvements to be made therein.

This Notice of Public Hearing is given and the public hearing is being held pursuant to the requirements of the Act.

THE CITY OF KAUFMAN, TEXAS



Meeting  
Date: 10/28/2024

Date: 10/22/2024

Item #: 14.

Dept.: Administration

**Action Item**

**SUBJECT:**

Consider and take appropriate action on a community partnership agreement between the City of Kaufman and the Kaufman Chamber of Commerce for Community Based Services; and authorizing the City Manager or his designee to execute necessary documents.

**BACKGROUND:**

The City will soon apply for funding from the EPA for projects as they relate to the expansion of our Wastewater Treatment Plant. One statutory requirement of the EPA's Community Change Grant application is that the Lead Applicant must partner with a Collaborating Entity on the project. The Kaufman Chamber of Commerce will work to provide services along with the City to address community-driven environmental justice challenges as part of the grant's stipulations, should it be awarded.

Author:  
Rachel Balthrop Mendoza, Assistant City  
Manager

Reviewed:  
Mike Holder, City Manager

**Cost:**

**Funds Available:**

**Source:**

**Recommendation:** Staff recommends approval of a community partnership agreement between the City of Kaufman and the Kaufman Chamber of Commerce for Community Based Services; and authorizing the City Manager or his designee to execute necessary documents.

| Safe & Secure            | Business<br>Friendly/Economic<br>Development | Partnership &<br>Community<br>Involvement | Healthy &<br>Environmentally<br>Cons. Comm. | Financial &<br>OPS Stewardship |
|--------------------------|----------------------------------------------|-------------------------------------------|---------------------------------------------|--------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/>                     | <input type="checkbox"/>                  | <input type="checkbox"/>                    | <input type="checkbox"/>       |

## **COMMUNITY PARTNERSHIP AGREEMENT**

STATE OF TEXAS  
COUNTY OF KAUFMAN

THIS PARTNERSHIP AGREEMENT is made by and between the **City of Kaufman**, hereinafter called “City” and **Kaufman Chamber of Commerce**, hereinafter called “Chamber” to partner for Community Based Services.

### **WITNESSETH**

**WHEREAS**, the Kaufman Chamber of Commerce was created as a community-based organization to serve the disadvantaged members of the Kaufman. The Chamber serves the community by connecting people in need of resources with the service organizations that provide resources; and

**WHEREAS**, the City desires to partner with the Chamber to assist the Chamber with its goal of ensuring that all members of the community have access to necessary resources, to actively engage with and have a voice in local government, and to improve the strength of the entire community.

**NOW, THEREFORE**, the City and the Chamber, in consideration of the mutual covenants and agreements herein contained, do hereby mutually agree as follows:

### **ARTICLE 1 SCOPE OF SERVICES TO BE PROVIDED BY CITY**

The City agrees to furnish items and perform those services identified in Attachment A - “City Obligations”, attached hereto and incorporated into this Agreement (“City Obligations”).

### **ARTICLE 2 SCOPE OF SERVICES TO BE PROVIDED BY CHAMBER**

The Chamber agrees to perform those services identified in Attachment B “Chamber Obligations”, attached hereto, and incorporated into this Agreement (“Chamber Obligations”).

### **ARTICLE 3 AGREEMENT PERIOD**

This Agreement shall become effective and performance by the Parties hereto shall commence upon execution by both Parties hereto after approval by both the Kaufman City Council and the Board of Directors of the Chamber. This Agreement shall remain in effect until September 30, 2027, and shall automatically renew for three (3) subsequent two-year terms unless terminated by either party as identified in Article 13 - Termination.

### **ARTICLE 4 PROGRESS**

The Chamber shall, from time to time during the performance of the Chamber Obligations, confer with the City. The Chamber shall prepare and present such information as may be pertinent and necessary, or as may be requested by the City, to evaluate features of the work. Upon request by

the City, the Chamber shall make presentations to the City Council or the City Staff.

At the request of the City or the Chamber, the Chamber shall meet and confer with City at the City's office, or other locations designated by the City to establish or review programs, projects and/or schedules for the performance of Chamber's Obligations. These conferences shall also include an evaluation of the Chamber's services and work when requested by the City.

The Chamber shall promptly advise the City in writing of events that have a significant impact on the Chamber's ability to complete or timely complete Chamber Obligations or to make sufficient progress of work, including notification of:

- (1) problems, delays, or adverse conditions which will materially affect the ability to attain agreement objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work units by established periods; this disclosure will be accompanied by a statement of the action taken, or contemplated, and any City assistance needed to resolve the situation; and
- (2) favorable developments or events which would enable meeting the work schedule goals sooner than anticipated.

## **ARTICLE 5 CHANGES IN WORK**

If the City finds it necessary to request changes to the Chamber Obligations or parts thereof set forth in Attachment B or character of work under this Agreement, the Chamber shall make such revisions if requested and as directed by the City. The Chamber shall make such revisions to the work to correct errors appearing therein when required to do so by the City.

## **ARTICLE 6 SUPPLEMENTAL AGREEMENTS**

The terms of this agreement may be modified by supplemental agreement if the City determines that there has been a significant change in the scope, complexity, or character of the service to be performed or the duration of the work provided by Chamber pursuant to Attachment B.

Any supplement agreement must be executed by both parties within the term specified in Article 3 - Agreement Period.

## **ARTICLE 7 PUBLIC INFORMATION ACT**

All rosters, schedules, waivers, data, charts, calculations, plans, specifications, and other documents created or collected by Chamber under the terms of this Agreement shall be made available for inspection by the City and shall be furnished to the City upon request. The Chamber, at its own expense, shall retain copies of such documents or any other data that it has generated or obtained in the performance of Chamber Obligations or that it has furnished the City under this Agreement for four (4) years after the date of final termination of this Agreement. Release of information by Chamber to third parties shall be per the Texas Public Information Act, per other applicable law, or pursuant to Court order.

## **ARTICLE 8 SUBCONTRACTING**

The Chamber shall not assign, subcontract, or transfer any portion of the work under this Agreement without prior written consent from the City.

## **ARTICLE 9 EVALUATION OF WORK**

The City and its authorized representatives shall have the right at all reasonable times to review or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed and related documents. If a review or evaluation is being made on the premises of the Chamber, the Chamber shall provide all reasonable facilities and assistance for the safety and convenience of the City representatives in the performance of their duties. If funds by other agencies or entities are to be used for payment of the services provided under this Agreement, the Chamber's services and work may be subject to periodic review and approval by other agencies or entities, including city, county, state, and/or federal agencies.

## **ARTICLE 10 SUBMISSION OF REPORTS**

All applicable study reports shall be submitted in preliminary form for review by the City before a final report is issued. The City's comments on the Chamber's preliminary report shall be addressed in the final report.

## **ARTICLE 11 VIOLATION OF AGREEMENT TERMS / BREACH OF AGREEMENT**

Violation or breach of any term(s) of this Agreement by the Chamber or by the City shall be grounds for termination of the Agreement by the non-defaulting Party if the defaulting Party fails to cure the breach within sixty (60) days after receipt of written notice of the violation or breach. This Agreement shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by either Party and shall be cumulative.

## **ARTICLE 12 TERMINATION**

This Agreement may be terminated before the stated termination date by any of the following conditions:

1. By mutual agreement, in writing, and consent of both Parties with sixty (60) days' notice.
2. By either Party, upon the failure of the other Party to cure a breach of its obligations as outlined in Article 11.
3. By written notice from the City upon satisfactory completion of all services and obligations described herein.

obligations, the City may take over the project and prosecute the work to completion.

### **ARTICLE 13 COMPLIANCE WITH LAWS**

The Chamber shall comply with all applicable Federal, State, and local laws.

### **ARTICLE 14 INDEMNIFICATION**

THE CHAMBER SHALL RELEASE, DEFEND, INDEMNIFY AND SAVE HARMLESS THE CITY AND ITS OFFICERS AND EMPLOYEES FROM ALL CLAIMS AND LIABILITY ARISING OUT OF OR RELATED TO ACTIVITIES OF THE CHAMBER, ITS AGENTS, OR EMPLOYEES PERFORMED UNDER THIS AGREEMENT AND WHICH ARE CAUSED BY OR RESULT FROM ERROR, OMISSION, OR NEGLIGENT ACT OF THE CHAMBER OR ANY PERSON EMPLOYED OR CONTRACTED BY THE CHAMBER. THE CHAMBER SHALL ALSO RELEASE, DEFEND, INDEMNIFY AND SAVE HARMLESS THE CITY FROM ANY AND ALL EXPENSE, INCLUDING, BUT NOT LIMITED TO, ATTORNEY FEES WHICH MAY BE INCURRED BY THE CITY IN LITIGATION OR OTHERWISE RESISTING ANY AND ALL CLAIMS OR LIABILITIES WHICH MAY ARISE OUT OF THIS AGREEMENT AND ARE IMPOSED ON THE CITY AS A RESULT OF SUCH ERROR, OMISSION, OR NEGLIGENT ACTIVITY BY THE CHAMBER, ITS AGENTS, OR EMPLOYEES.

### **ARTICLE 15 SEVERABILITY**

In the event any one or more of the provisions contained in this Agreement, for any reason, shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

### **ARTICLE 16 PRIOR AGREEMENT SUPERSEDED**

This Agreement constitutes the entire agreement of the Parties hereto and supersedes any prior understandings or written or oral agreements between the Parties respecting the subject matter defined herein.

### **ARTICLE 17 NOTICES**

All notices to either Party by the other, required under this Agreement, shall be personally delivered, or mailed to such Party at the following respective address:

**CITY**

Mike Holder  
Kaufman City Manager  
209 S. Washington St.  
Kaufman, TX 75142

**KAUFMAN CHAMBER OF COMMERCE**

Anne Glasscock  
Executive Director  
607 E. Fair St.  
Kaufman, TX 75142

**ARTICLE 18  
GOVERNING LAW AND VENUE**

This Agreement shall be construed under and in accord with the law of the State of Texas.  
Exclusive venue shall be in Kaufman County, Texas.

*[The remainder of this page intentionally left blank.]*

IN WITNESS WHEREOF, the City and the Chamber have executed these  
presents in duplicate. Dated this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_

CITY OF KAUFMAN

\_\_\_\_\_

KAUFMAN CHAMBER OF COMMERCE

## **ATTACHMENT A**

### **CITY OBLIGATIONS**

- Provide and maintain office and meeting facilities or help secure partnership agreements for using adequate office and meeting facilities, for community engagement and collaborative governance programs.
- Make an available employee who will support the Chamber by providing general and administrative support for planning and delivering community engagement and collaborative governance programs.
- Include the Chamber staff in meetings, training, and communications that apply to community engagement and collaborative governance programs.
- Share US Census and community-related data with the Chamber to assist with the development of community services.
- Maintain all consumer information confidential and consistent with City rights and obligations under the Texas Public Information Act, the Privacy Act, and the Freedom of Information Act, and provide all services to consumers in compliance with the requirements of Title VI of the Civil Rights Act.

## **ATTACHMENT B**

### **CHAMBER OBLIGATIONS**

The Chamber will perform the following:

- Work with the City and other Community Partners to offer diverse and quality programming in community engagement and collaborative governance programs that increase the involvement of individuals from disadvantaged communities in local government.
- Work with the City and other Community Partners to conduct an annual resource fair that allows people in need to meet and connect with service providers.
- Publish, either in print or online, a service provider directory to assist people in need to connect with service providers.
- Work with the City and other Community Partners to develop a workforce development program that increases job skills and access to better jobs.

## DISCUSSION ITEMS REPORT (DIR)

| Project Title                           | Department          | Agenda Date | Entered Date | Status/Notes                                          | Strategy Map |
|-----------------------------------------|---------------------|-------------|--------------|-------------------------------------------------------|--------------|
| Thoroughfare Plan Update                | Development Serv    | TBD         | 10/23/2018   | Comp Plan                                             | 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        |
| Public Works Facility                   | Admin               |             | 7/16/2024    | Working on needs assessment                           | 5            |
| Fire Department Facility Improvements   | Admin/Public Safety |             |              | Drainage improvements completed/Doors Painted         | 1,2,5        |
| City Lakes Emer Action Plan             | Public Works        | TBD         | 8/7/2019     |                                                       | 5            |
| Film Friendly Designation               | Admin/KEDC          | TBD         | 9/1/2023     | Working w/ Chamber of Commerce                        | 2,3          |
| 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    | Pusuing Grant Opportunities                           | 2,3,4,5      |
| 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        |
| WWTP                                    | PW/Admin            |             | 7/16/2024    | Schneider IGA approved June 2024                      | 2,4,5        |
| Crestview/Royal Reconstruction          | Public Works        |             | 9/1/2023     | Bid award July 22, 2024                               | 5            |
| Connector Road                          | Admin               |             | 4/29/2021    | County project underway                               | 2,3,5        |
| Phillip's Drainage                      | Public Works        |             | 9/1/2023     | Bid award July 22, 2024                               | 5            |
| Northeast Utility Project               | Admin/PW            |             | 9/17/2021    | Under Construction                                    | 1,2,3,4,5    |
| City Lakes Park/Lower Lake Improvements | Admin/PW            |             | 9/23/2021    | Working on Cost Estimate and Scope                    | 4            |
| E. 1st North                            | Public Works        |             | 9/1/2023     | Curb and Gutter underway                              | 5            |
| Kings Fort Park                         | PW/Admin            |             | 7/27/2022    | On hold                                               | 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          |
| HWY 34 Property                         | Admin               |             | 1/30/2024    | Need Demo Quote                                       | 4            |
| Impact Fees                             | Admin               |             | 7/16/2024    | Scope and Fee Proposal from TNP                       | 2,4,5        |
| TxDOT Property                          | Admin/EDC           |             | 1/30/2024    | Closing scheduled for April 2024                      | 2,5          |

## 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     | Development Serv    | 11/28/2019 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 0-28-19                                       | 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   |
| Splash Pad                                | Parks & Rec         | TBD                   | 10/23/2018   | Completed                                              | 2,3,4 |
| Body Cameras                              | PD                  |                       | 2/2/2021     | Completed                                              | 1,3,5 |
| Shannon Park Updates                      | Admin/PW            | 4/26/2021             | 4/26/2021    | Completed                                              | 3,4,5 |
| AMI                                       | Admin/PW            |                       | 4/29/2021    | Installation complete                                  | 4,5   |
| Website Update                            | Admin               |                       | 1/26/2021    | Planning Phase- kick off meeting on 1/30/2023          | 2,3   |
| City Hall Front Plaza                     | Admin               | TBD                   | 5/15/2023    | CM Contingency                                         | 4,5   |
| Subdivision Ordinance Update              | Development Serv    | 1/27/2020             | 10/23/2018   | Completed                                              | 5     |
| North & South Water Tower Rehab           | Public Works        |                       | 1/29/2021    | Completed                                              | 4,5   |
| Becker-Jiba Water Contract                | Admin               |                       | 1/30/2024    | Approved                                               | 3,5   |



DATE: October 4, 2024

TO: Kaufman County

FROM: Teresa Elliott; Project Manager

RE: September 2024 Ridership Report

| Demand Reponse           | September | October | November | December | January | February | March | April | May | June | July | August | YTD   |
|--------------------------|-----------|---------|----------|----------|---------|----------|-------|-------|-----|------|------|--------|-------|
| Total Trips              | 2,480     |         |          |          |         |          |       |       |     |      |      |        | 2,480 |
| Days of Service          | 20        |         |          |          |         |          |       |       |     |      |      |        | 20    |
| Avg. Daily Trips         | 124       |         |          |          |         |          |       |       |     |      |      |        | 124   |
| Elderly & Disabled Trips | 2,038     |         |          |          |         |          |       |       |     |      |      |        | 2,038 |
| E&D Percentage           | 82%       |         |          |          |         |          |       |       |     |      |      |        | 82%   |

| Trips By City | September | October | November | December | January | February | March | April | May | June | July | August | YTD   |
|---------------|-----------|---------|----------|----------|---------|----------|-------|-------|-----|------|------|--------|-------|
| Crandall      | 56        |         |          |          |         |          |       |       |     |      |      |        | 56    |
| Forney        | 832       |         |          |          |         |          |       |       |     |      |      |        | 832   |
| Kaufman       | 325       |         |          |          |         |          |       |       |     |      |      |        | 325   |
| Kemp          | 51        |         |          |          |         |          |       |       |     |      |      |        | 51    |
| Mabank        | 17        |         |          |          |         |          |       |       |     |      |      |        | 17    |
| Scurry        | 15        |         |          |          |         |          |       |       |     |      |      |        | 15    |
| Terrell       | 1,184     |         |          |          |         |          |       |       |     |      |      |        | 1,184 |

| STARNow                 | September | October | November | December | January | February | March | April | May | June | July | August | YTD   |
|-------------------------|-----------|---------|----------|----------|---------|----------|-------|-------|-----|------|------|--------|-------|
| Total Trips             | 1,611     |         |          |          |         |          |       |       |     |      |      |        | 1,611 |
| Days of Service         | 20        |         |          |          |         |          |       |       |     |      |      |        | 20    |
| Avg. Daily Trips        | 81        |         |          |          |         |          |       |       |     |      |      |        | 81    |
| Median Wait Time (mins) | 17.96     |         |          |          |         |          |       |       |     |      |      |        | 17.96 |

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

2057   1611   1.82   443   38   21.57 %

Cancellation Percentage (No Show) ⓘ   Total Requests ⓘ   Completed Requests ⓘ   No Drivers Available Requests ⓘ   Request Cancellations ⓘ   Request Cancellations (No Show) ⓘ

1.85 %   1859   1444   3   412   38

Avg. # of Requests per Rider ⓘ   Avg. Travel Duration ⓘ   Avg. Travel Distance ⓘ   Mean Wait Time ⓘ   Median Wait Time ⓘ   Bookings from Admin Panel ⓘ   Bookings from Rider Mobile App ⓘ

8.57   12.97 min   4.21 mi   38.03 min   17.96 min   50.03 %   49.97 %

| STARNow Trips By City | September | October | November | December | January | February | March | April | May | June | July | August | YTD |
|-----------------------|-----------|---------|----------|----------|---------|----------|-------|-------|-----|------|------|--------|-----|
| Kaufman               | 67        |         |          |          |         |          |       |       |     |      |      |        | 67  |
| Forney                | 773       |         |          |          |         |          |       |       |     |      |      |        | 773 |
| Terrell               | 670       |         |          |          |         |          |       |       |     |      |      |        | 670 |

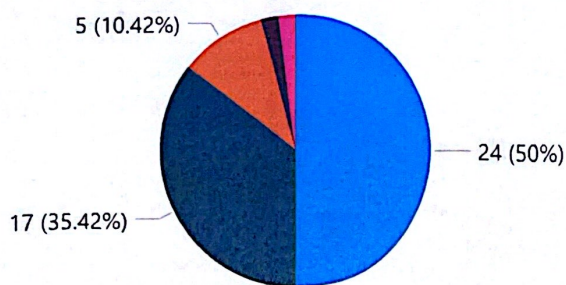
## City of Kaufman Compliance

| 911 Response Plan (groups) | Request    | Transports | Exceptions | Compliance % | Capture Rate  |
|----------------------------|------------|------------|------------|--------------|---------------|
| City of Kaufman P1         | 31         | 28         | 5          | 84%          | 90.32%        |
| City of Kaufman P2         | 81         | 41         | 2          | 98%          | 50.62%        |
| City of Kaufman P3         | 24         | 15         | 2          | 92%          | 62.50%        |
| <b>Total</b>               | <b>136</b> | <b>84</b>  | <b>9</b>   | <b>93%</b>   | <b>61.76%</b> |



September 2024

## Non Transports



### Cancel Reason

- AMA Refused Treatment or Transport
- Cancelled by FD
- Cancelled by LE
- Closer Unit
- Public Assist

## Destination

| Dropoff Fac                                    | Transports | Cumulative %   |
|------------------------------------------------|------------|----------------|
| Texas Health Kaufman (KAUF)                    | 66         | 79.52%         |
| Texas Health Dallas (DPMC)                     | 4          | 13.79%         |
| Children's Medical Ctr (DCMC)                  | 3          | 8.33%          |
| Baylor Scott & White - Sunnyvale (SUNV)        | 5          | 8.06%          |
| Dallas Regional Medical Center (MDR1)          | 2          | 5.71%          |
| Baylor Scott & White - Dallas (DBMC)           | 2          | 2.99%          |
| William P. Clements University Hospital (DWPC) | 1          | 1.64%          |
| <b>Total</b>                                   | <b>83</b>  | <b>100.00%</b> |

## Fractile Response

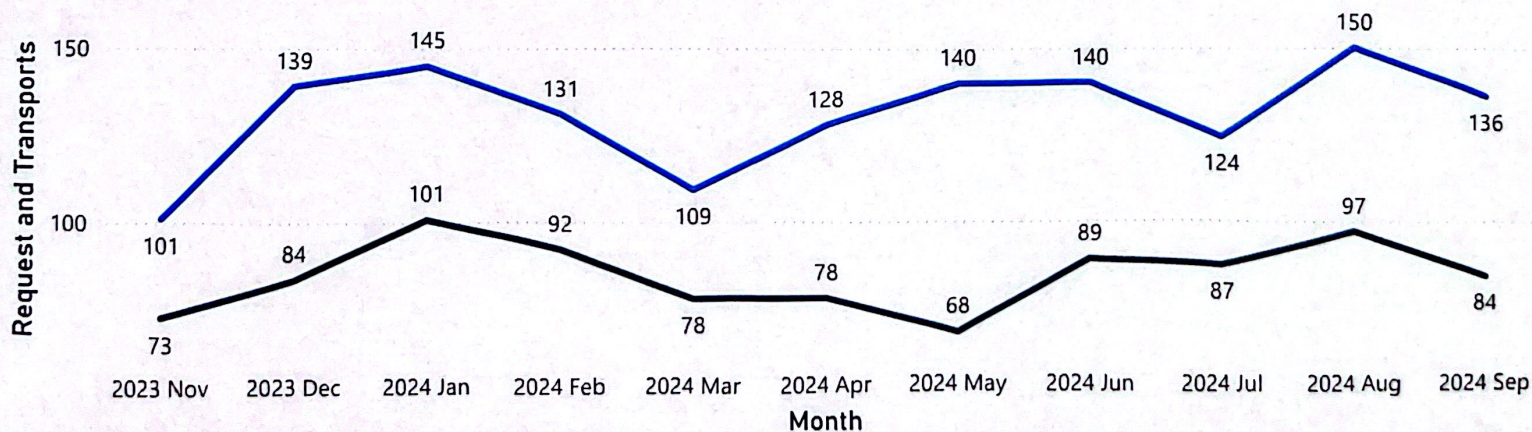
| Fractile Response Groups | Request    | Cum Response % |
|--------------------------|------------|----------------|
| 0                        | 70         | 0.52           |
| 300                      | 49         | 0.36           |
| 600                      | 7          | 0.06           |
| -300                     | 2          | 0.04           |
| 900                      | 3          | 0.04           |
| <b>Total</b>             | <b>136</b> | <b>1.00</b>    |

## Average Response Time

00:07:06

## Request and Transports by Month

● Request ● Transports



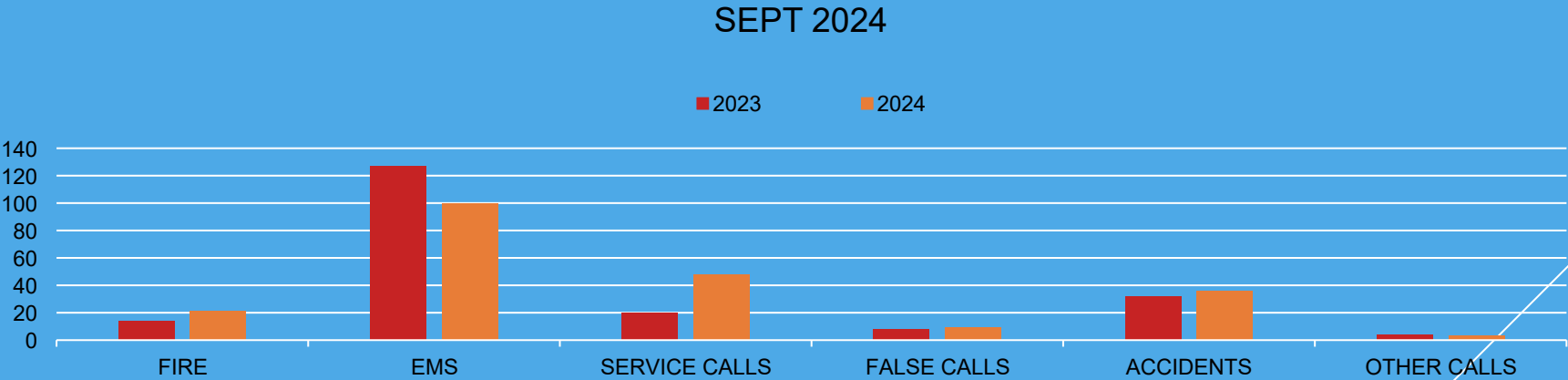


# KAUFMAN FIRE DEPARTMENT MONTHLY DASHBOARD REPORT SEPT. 2024

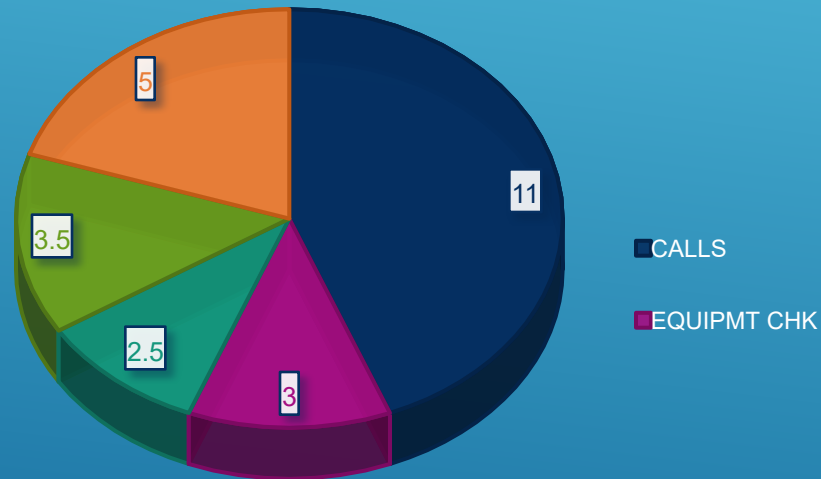
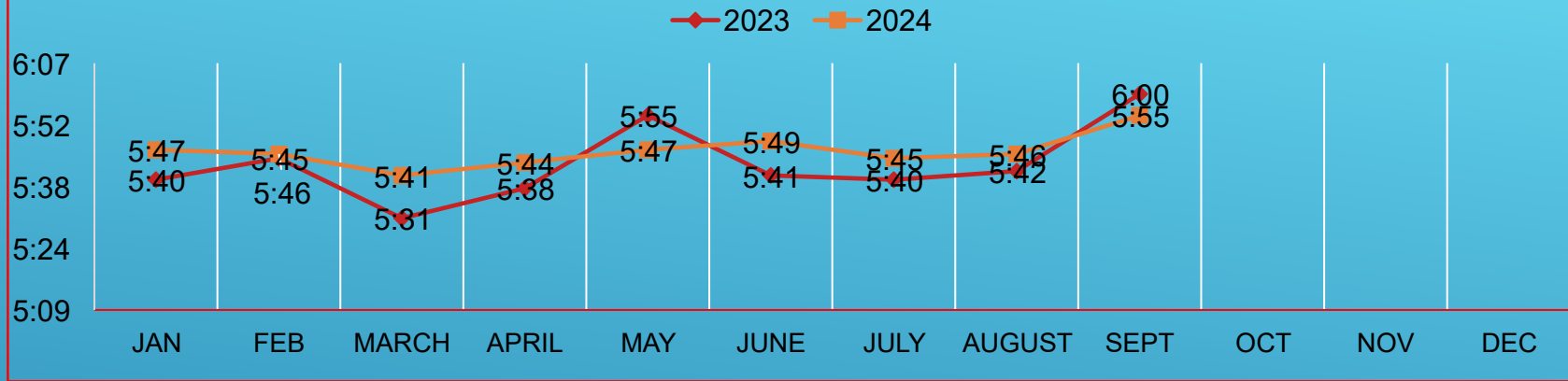




|                                     | 2023<br>SEPT | 2024<br>SEPT | FISCAL YTD<br>OCT. 22 TO<br>SEPT 23 | FISCAL YTD<br>OCT. 23 TO<br>SEPT 24 |
|-------------------------------------|--------------|--------------|-------------------------------------|-------------------------------------|
| FIRE CALLS                          | 14           | 21           | 185                                 | 231                                 |
| RESCUE & EMERGENCY MEDICAL SERVICES | 127          | 100          | 1516                                | 1220                                |
| HAZARDOUS CONDITIONS                | 26           | 19           | 193                                 | 256                                 |
| SERVICE /INSP/ GOOD INTENT CALLS    | 20           | 48           | 204                                 | 378                                 |
| FALSE ALARMS & FALSE CALLS          | 8            | 9            | 98                                  | 98                                  |
| ACCIDENTS                           | 32           | 36           | 397                                 | 398                                 |
| OTHER INCIDENTS                     | 4            | 3            | 78                                  | 55                                  |
| TOTAL CALLS                         | 231          | 236          | 2671                                | 2400                                |



## MONTHLY RESPONSE TIMES



**SHIFT HOURLY UTILIZATION 43 %**

NFPA NATIONAL STANDARDS 25% TO 30% MAXIMUM

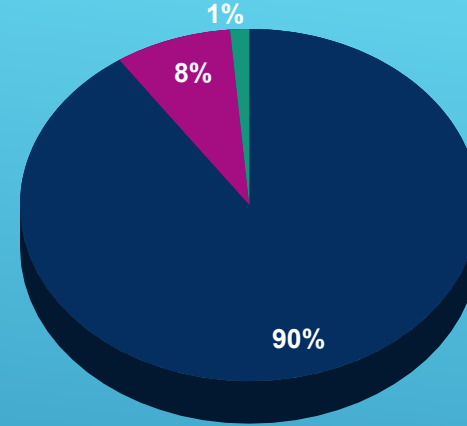
# SEPTEMBER PREVENTION REVIEW

3 DEVELOPMENT PLANS REVIEWED

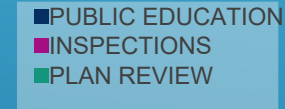
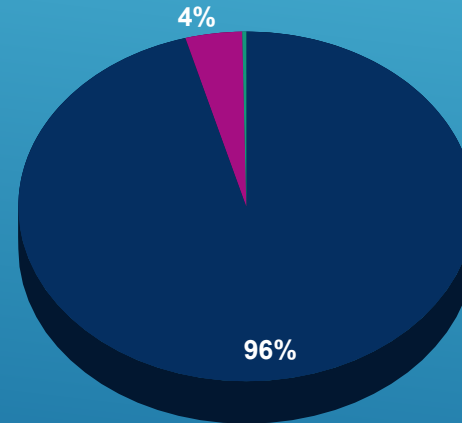
CONDUCTED 42 FIRE SAFETY  
INSPECTIONS

CONDUCTED FIRE PREVENTION  
PRESENTATIONS FOR 1000 KIDS  
AND CITIZENS

YEARLY 2023



SEPTEMBER 2024



KAUFMAN FIRE DEPARTMENT



# PERSONNEL CONTINUING EDUCATION

## FIRE

CANCER AWARENESS

## EMS

MEDICAL ABDOMINAL ISSUES AND TREATMENT

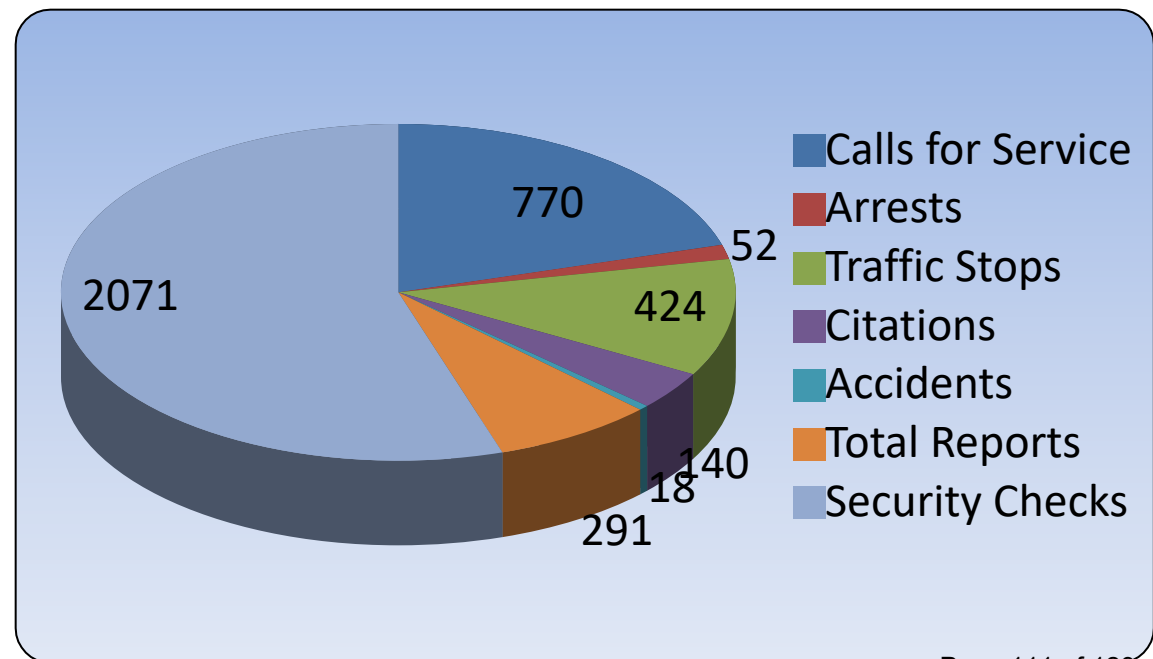
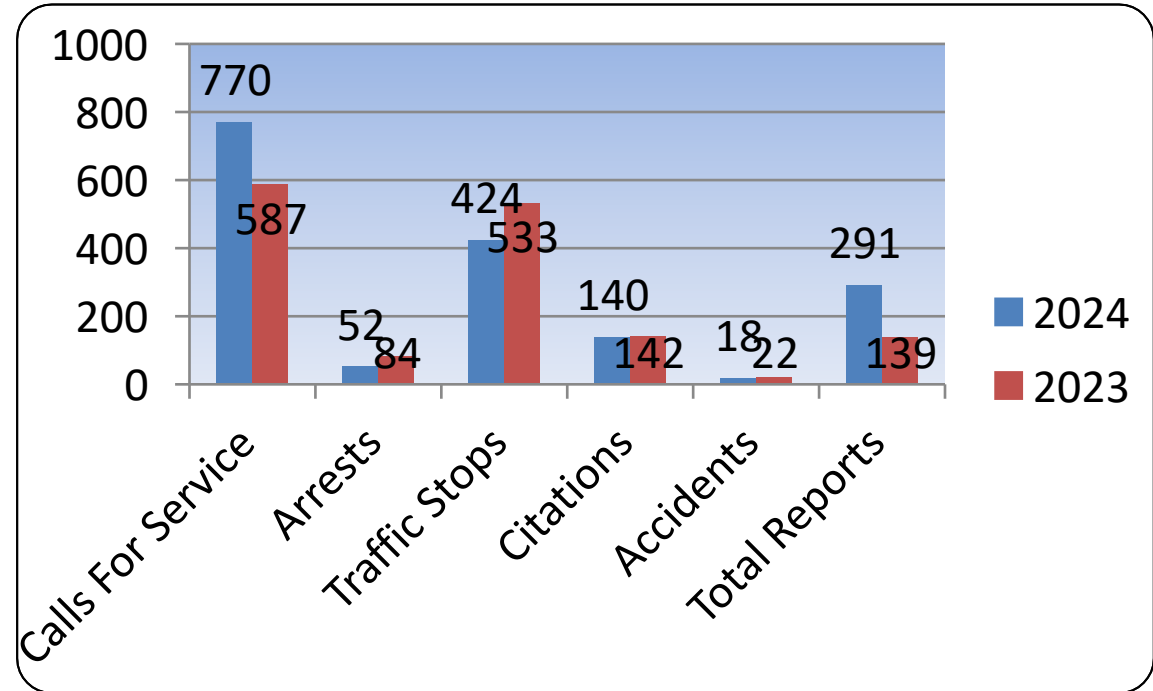


# KAUFMAN POLICE DEPARTMENT

## PATROL ACTIVITY SEPTEMBER 2024

### SEPTEMBER 2024, Kaufman Police Department's Patrol Division Activity:

- **770** Calls For Service, Including Accidents
- **18** Traffic Accidents
- Completed **2,071** Homes, Parks, & Business Checks
- Completed **424** Traffic Stops
- Completed **48** Offense Reports
- Completed **243** Incident Reports
- Completed **291** Reports
- Made **52** Arrests
- Average monthly response time to calls is **4:42** minutes.



## Community Engagement SEPTEMBER 2024



### **Social Media Posts 5, Facebook Followers 13K.**

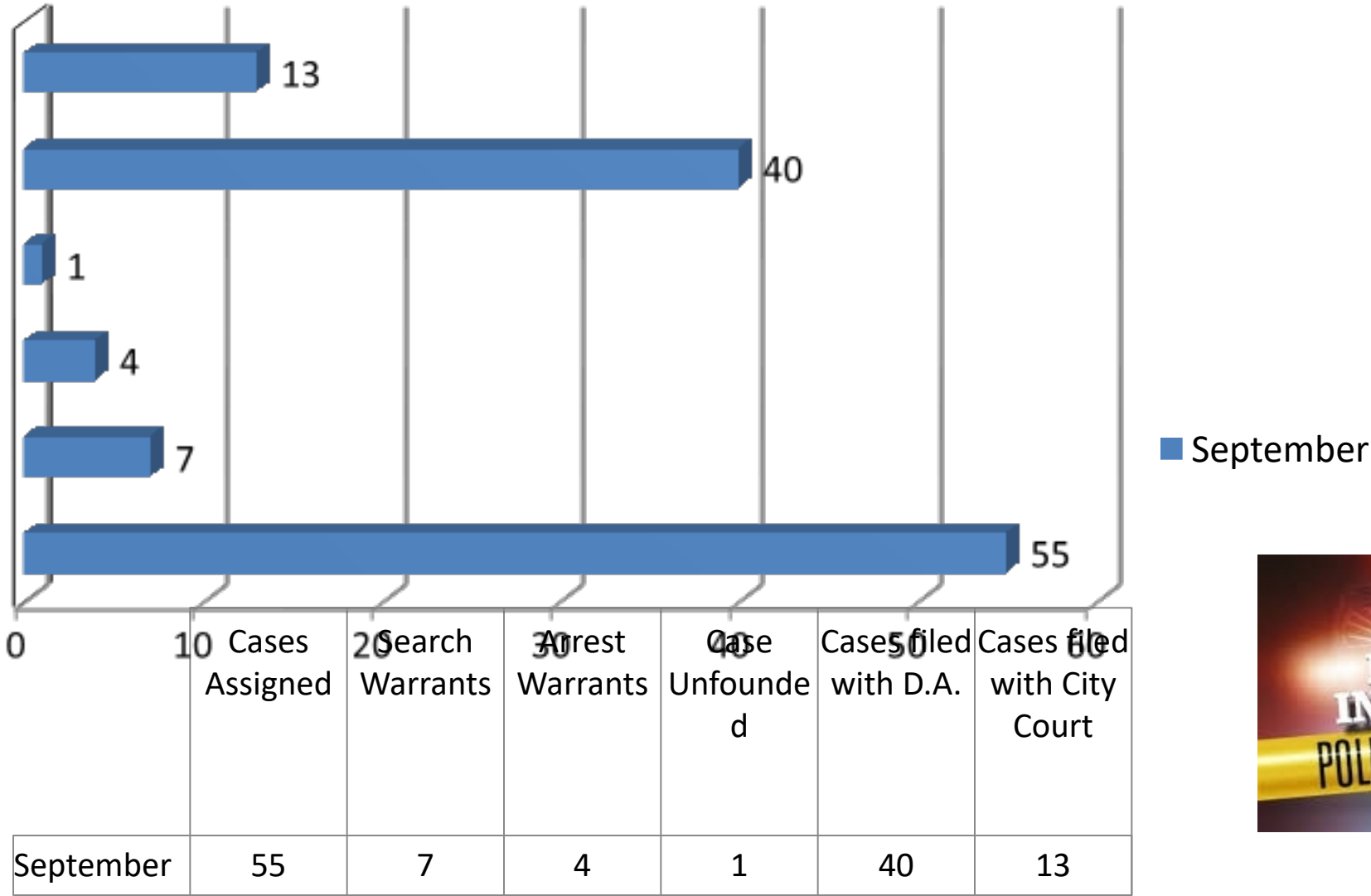
#### **Events attended by Kaufman Police Department employees:**

- Chief Edwards attended Lions Club meetings.
- KPD Officers worked the KISD Homecoming on the Square.
- Captain Leftwich and Admin Assistant Gloria Perkins attended Kaufman HS Career Day.
- KPD Officers attended KISD First Responder Night.
- Chief Edwards and Captain Leftwich attended the Kaufman Chamber Auction.

#### **Training:**

- Kaufman Police Department Captain Leftwich, Sergeant Stastny and Sergeant Wagner assisted in ALERRT training for officers.
- Several Officers completed online training for TCOLE mandates.
- Admin Assistant Gloria Perkins attended Grant and Records training.

Kaufman Criminal Investigations Division  
SEPTEMBER 2024





## Year to Date Comparison Report

Printed On: 10/07/2024

Beginning Date: 01/01/2024

Ending Date: 09/30/2024

Page 1 of 3

### 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                         | 64                | 58               | 7.16                | 56                | 14.29%         |
| Aggravated Assault                              | 8                 | 8                | 0.90                | 6                 | 33.33%         |
| Intimidation                                    | 0                 | 0                | 0.00                | 4                 | -100.00%       |
| Simple Assault                                  | 56                | 50               | 6.27                | 46                | 21.74%         |
| Bribery, Total                                  | 0                 | 0                | 0.00                | 0                 | -              |
| Burglary/Breaking and Entering, Total           | 12                | 2                | 1.34                | 9                 | 33.33%         |
| Counterfeiting/Forgery, Total                   | 2                 | 1                | 0.22                | 12                | -83.33%        |
| Destruction/Damage/Vandalism of Property, Total | 17                | 5                | 1.90                | 21                | -19.05%        |
| Drug/Narcotic Offenses, Total                   | 216               | 206              | 24.17               | 250               | -13.60%        |
| Drug Equipment Violations                       | 61                | 58               | 6.83                | 85                | -28.24%        |
| Drug/Narcotic Violations                        | 155               | 148              | 17.35               | 165               | -6.06%         |
| Embezzlement, Total                             | 0                 | 0                | 0.00                | 8                 | -100.00%       |
| Extortion/Blackmail, Total                      | 1                 | 0                | 0.11                | 0                 | -              |
| Fraud Offenses, Total                           | 17                | 12               | 1.90                | 7                 | 142.86%        |
| False Pretense/Swindle/Confidence Game          | 3                 | 3                | 0.34                | 1                 | 200.00%        |
| Credit Card/Automatic Teller Machine Fraud      | 5                 | 2                | 0.56                | 1                 | 400.00%        |
| 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                                   | 9                 | 7                | 1.01                | 5                 | 80.00%         |
| Gambling Offenses, Total                        | 0                 | 0                | 0.00                | 1                 | -100.00%       |
| Betting/Wagering                                | 0                 | 0                | 0.00                | 0                 | -              |
| Operating/Promoting/Assisting Gambling          | 0                 | 0                | 0.00                | 1                 | -100.00%       |
| Sports Tampering                                | 0                 | 0                | 0.00                | 0                 | -              |



# Year to Date Comparison Report

Printed On: 10/07/2024

Beginning Date: 01/01/2024

Ending Date: 09/30/2024

Page 2 of 3

## 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                | 0                 | -              |
| Larceny/Theft Offenses, Total            | 94                | 46               | 10.52               | 71                | 32.39%         |
| Motor Vehicle Theft, Total               | 9                 | 2                | 1.01                | 17                | -47.06%        |
| Pornography/Obscene Material, Total      | 1                 | 1                | 0.11                | 1                 | 0.00%          |
| 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                           | 1                 | 0                | 0.11                | 0                 | -              |
| Sex Offenses, Total                      | 4                 | 3                | 0.45                | 4                 | 0.00%          |
| Fondling                                 | 1                 | 1                | 0.11                | 4                 | -75.00%        |
| Rape                                     | 2                 | 1                | 0.22                | 0                 | -              |
| Sexual Assault with an Object            | 1                 | 1                | 0.11                | 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          | 2                 | 2                | 0.22                | 1                 | 100.00%        |
| Weapons Law Violations, Total            | 16                | 16               | 1.79                | 15                | 6.67%          |
| Group A Offense, Total                   | 456               | 354              | 51.04               | 473               | -3.59%         |



## Year to Date Comparison Report

Printed On: 10/07/2024

Page 3 of 3

Beginning Date: 01/01/2024

Ending Date: 09/30/2024

### 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     | 68                | 61               | 7.61                | 60                | 13.33%         |
| Crimes Against Property, Total   | 155               | 70               | 17.35               | 146               | 6.16%          |
| Crimes Against Society, Total    | 233               | 223              | 26.08               | 267               | -12.73%        |
| Officers Killed or Assaulted YTD | 0                 |                  |                     | 4                 | -100.00%       |

# KAUFMAN POLICE DEPARTMENT CODE COMPLIANCE SEPTEMBER 2024

## SEPTEMBER 2024, Kaufman Code Compliance Located or Responded To-

- Total Violations – 118
- Cases Opened/First Notice Sent – 57
- Second Notice of Violation Sent – 4
- Cases Sent To Court – 3
- Cases Closed – 43
- Current Active Cases - 65



KAUFMAN POLICE DEPARTMENT  
ANIMAL SERVICES REPORT SEPTEMBER  
2024

SEPTEMBER 2024, Kaufman Animal Services Responded To-

- Calls For Service - 52
- Follow-up Calls - 5
- Warnings Issued – 6
- Citations Issued – 1
- Traps Set – 3

Animals Captured

On Calls – 11  
On View – 0

Animals Turned Over

To Owner – 3  
To Humane Society – 6

Dead Animals Recovered: - 3

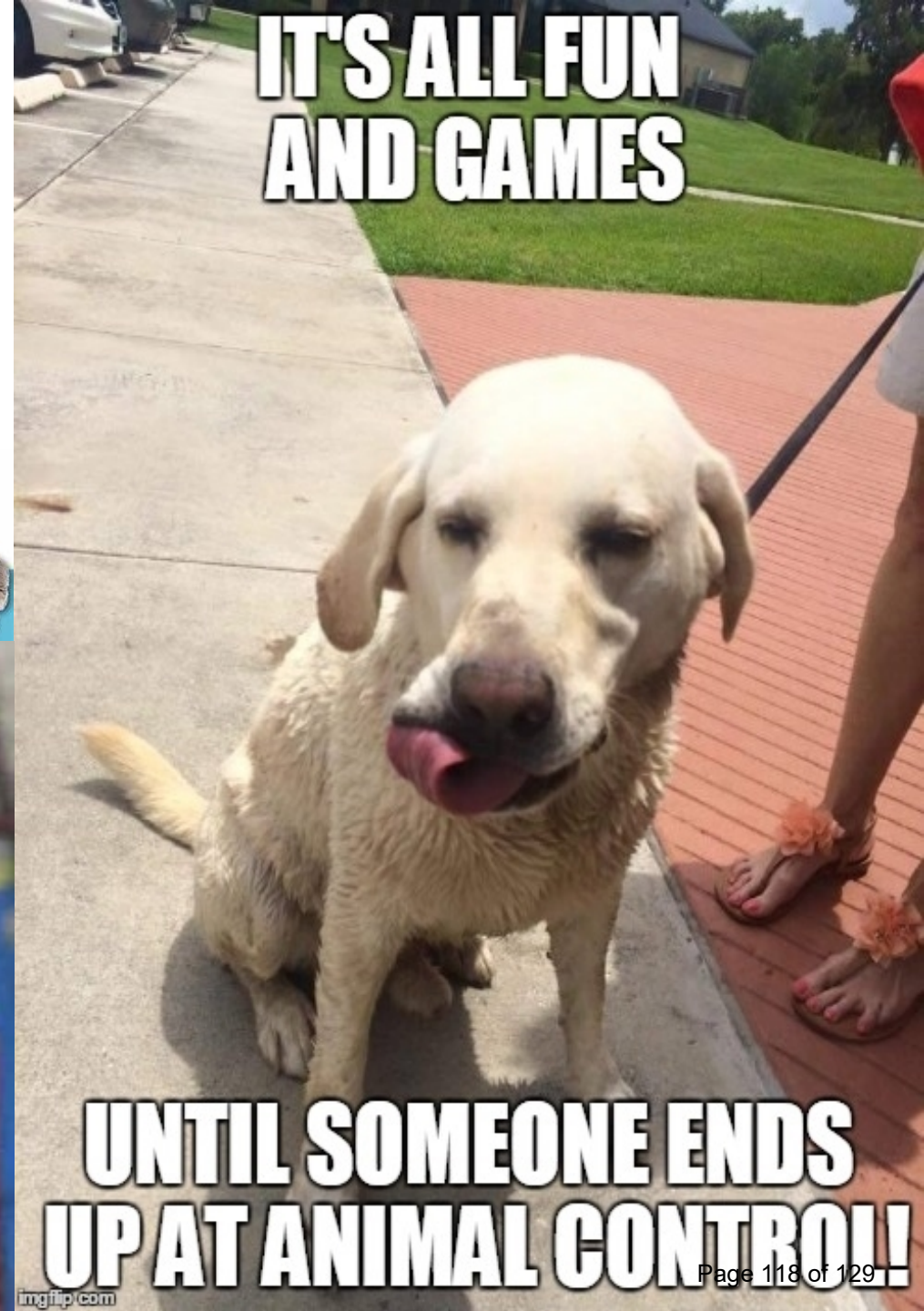
Non-Domestic Animals Captured – 5



**DUCK... It's Animal Control !**



**IT'S ALL FUN  
AND GAMES**



**UNTIL SOMEONE ENDS  
UP AT ANIMAL CONTROL!!**



**Development Services September 2024  
Monthly Report**  
Permits Issued: 9/01/2024 - 9/30/2024

| Permit Title                                   | Project Address           | Credential Contacts                                                              | Permit Issued Date | Project Fees Paid | Project Valuation | Project Square Feet |
|------------------------------------------------|---------------------------|----------------------------------------------------------------------------------|--------------------|-------------------|-------------------|---------------------|
| Concrete (R)                                   | 1522 Running Brooks Ct.   | Noel Diaz Laser Construction, Inc. (General Contractor)                          | 09/16/2024         | \$ 82.40          | \$ 700.00         | 0                   |
| Driveway, Parking Lot or Sidewalk Permit (C)   | 2400 Tabor Pkwy.          | Ronny Johnson Johnson Paving (General Contractor)                                | 09/03/2024         | \$ 795.15         | \$ 30,000.00      | 0                   |
| Driveway, Parking Lot or Sidewalk Permit (C)   | 601 S Madison             | Joe Pevehouse Jr. JRP Excavation (General Contractor)                            | 09/24/2024         | \$ 205.20         | \$ 11,000.00      | 0                   |
| Electrical Permit (C)                          | 500 S Washington St.      | Carlos Casillas (Electrical Contractor)                                          | 09/20/2024         | \$ 82.40          | \$ 800.00         | 0                   |
| Electrical Permit (R)                          | 1400 S Washington St.     | Cristian Ceh Richey & Flores Electric LLC (Electrical Contractor)                | 09/27/2024         | \$ 82.40          | \$ 2,500.00       | 0                   |
| Fence Permit (R)                               | 1605 Highglen Trl.        |                                                                                  | 09/20/2024         | \$ 82.40          | \$ 500.00         | 0                   |
| Fence Permit (R)                               | 500 N Monroe St.          |                                                                                  | 09/19/2024         | \$ 82.40          | \$ 800.00         | 0                   |
| Fence Permit (R)                               | 3764 Brookgreen Ln.       | Bryan Mendez BLM Fence LLC (Fence Contractor), Bryan Mendez BLM Fence LLC        | 09/23/2024         | \$ 82.40          | \$ 700.00         | 0                   |
| Fire Alarm                                     | 601 S Madison             | Brandon Martin Stag Fire Protection (Fire Alarm Systems)                         | 09/09/2024         | \$ 185.40         | \$ 5,185.00       | 0                   |
| Foundation Repair (R)                          | 402 W 8Th                 | Philip Pieri Brown Foundation Repair (Foundation Contractor), Philip Pieri Brown | 09/12/2024         | \$ 82.40          | \$ 24,000.00      | 0                   |
| Irrigation Permit (R)                          | 3744 Brookgreen Ln.       | Kenneth Cartwright Land Pro Creations (Irrigation Contractor)                    | 09/10/2024         | \$ 82.40          | \$ 3,000.00       | 0                   |
| Irrigation Permit (R)                          | 3617 Jordan Way           | Kenneth Cartwright Land Pro Creations (Irrigation Contractor)                    | 09/09/2024         | \$ 82.40          | \$ 3,000.00       | 0                   |
| Irrigation Permit (R)                          | 3764 Brookgreen Ln.       | Kenneth Cartwright Land Pro Creations (Irrigation Contractor)                    | 09/30/2024         | \$ 82.40          | \$ 3,000.00       | 0                   |
| Plumbing Permit (C)                            | 905 S Washington St.      | Jonathan Madison Madison plumbing llc (Plumbing Contractor)                      | 09/12/2024         | \$ 82.40          | \$ 2,500.00       | 0                   |
| Plumbing Permit (C)                            | 700 ED HALL Dr.           | Raul Alvarado Alvarado Plumbing (Plumbing Contractor)                            | 09/27/2024         | \$ 164.80         | \$ 1,500.00       | 0                   |
| Plumbing Permit (C)                            | 100 Kings Fort Pkwy., 106 | Jimmie Dale Baker Brothers Plumbing Air and Electric (Plumbing Contractor)       | 09/09/2024         | \$ 82.40          | \$ 1,983.00       | 0                   |
| Plumbing Permit (C)                            | 401 S Jackson St.         | Michael Riley RK Mechanical Co., Inc. (Plumbing Contractor)                      | 09/09/2024         | \$ 82.40          | \$ 65,000.00      | 0                   |
| Plumbing Permit (R)                            | 104 E 10th St.            | Rick Romero METRO - Flow Plumbing (Plumbing Contractor)                          | 09/16/2024         | \$ 1,395.65       | \$ 2,500.00       | 0                   |
| Plumbing Permit (R)                            | 304 E Temple              | Daniel Morgan Plumb Unique, Inc. (Plumbing Contractor)                           | 09/18/2024         | \$ 82.40          | \$ 12,000.00      | 0                   |
| Residential Accessory Buildings/Carport Permit | 1901 Sandy Knoll Dr.      |                                                                                  | 09/20/2024         | \$ 148.32         | \$ 1,500.00       | 32                  |
| Residential Accessory Buildings/Carport Permit | 306 N Jefferson St.       |                                                                                  | 09/06/2024         | \$ 164.80         | \$ 4,400.00       | 120                 |
| Residential New Permit                         | 3727 Brookgreen Lane      | James Stinebaugh Premier Plumbers of Texas (Plumbing Contractor), Jory McDaniel  | 09/13/2024         | \$ 5,702.25       | \$ 500,000.00     | 3717                |
| Residential New Permit                         | 200 E 1 St North St.      | Melany Vargas Project In House Inc. (General Contractor)                         | 09/30/2024         | \$ 11,866.17      | \$ 285,000.00     | 2536                |
| Roofing (R)                                    | 1713 Marshall             | Alfredo Ruiz Alfredo's Remodeling (General Contractor)                           | 09/13/2024         | \$ 80.00          | \$ 6,800.00       | 0                   |
| Roofing (R)                                    | 1610 S Jefferson          | Gabriel Garcia (General Contractor)                                              | 09/16/2024         | \$ 80.00          | \$ 2,000.00       | 0                   |
| Roofing (R)                                    | 2102 Melody Cir.          | Steven Crawford Crawford Roofing (Roof Contractor)                               | 09/11/2024         | \$ 82.40          | \$ 8,750.00       | 0                   |
| Roofing (R)                                    | 29 OAK CREEK Dr.          | William Tolleson Vale Roofing Group, LLC (Roof Contractor)                       | 09/20/2024         | \$ 82.40          | \$ 20,547.00      | 0                   |
| Sign Permit                                    | 101 E Grove St.           |                                                                                  | 09/19/2024         | \$ 148.32         | \$ 400.00         | 0                   |
| Sign Permit                                    | 110 E Grove St.           |                                                                                  | 09/12/2024         | \$ 180.00         | \$ 7,500.00       | 0                   |
| Sign Permit                                    | 102 W Fair St.            | David Flory Willow Creek Signs (Sign Contractor)                                 | 09/03/2024         | \$ 267.80         | \$ 4,000.00       | 0                   |
| Solar Panel Permit (R)                         | 1505 Elizabeth St.        | Steven Thompson Fastrac Energy Services (Electrical Contractor), Steven Thompson | 09/11/2024         | \$ 545.90         | \$ 33,000.00      | 0                   |
|                                                |                           |                                                                                  |                    | \$ 23,248.16      | \$ 1,044,565.00   | 6405                |

| October 2024 |                                         |                                    |                     |                            |                      |                            |
|--------------|-----------------------------------------|------------------------------------|---------------------|----------------------------|----------------------|----------------------------|
| ◀ September  |                                         |                                    |                     |                            |                      |                            |
|              |                                         | November ▶                         |                     |                            |                      |                            |
| Sun          | Mon                                     | Tue                                | Wed                 | Thu                        | Fri                  | Sat                        |
|              |                                         | 1<br>National Night Out            | 2                   | 3                          | 4                    | 5                          |
| 6            | 7                                       | 8<br>KEDC                          | 9<br>TML Conference | 10<br>TML Conference       | 11<br>TML Conference | 12<br>Kaufman Harvest Fest |
| 13           | 14<br>City Hall Closed-<br>Columbus Day | 15                                 | 16                  | 17<br>Parks & Rec Meeting  | 18                   | 19                         |
| 20           | 21                                      | 22                                 | 23                  | 24                         | 25                   | 26                         |
| 27           | 28<br>Regular City Council Meeting      | 29<br>Board of Adjustments Meeting | 30                  | 31<br>Halloween on Houston |                      |                            |

| November 2024 |                                                       |                      |                                            |                                                   |                                                   |     |
|---------------|-------------------------------------------------------|----------------------|--------------------------------------------|---------------------------------------------------|---------------------------------------------------|-----|
| ◀ October     |                                                       |                      |                                            |                                                   | December ▶                                        |     |
| Sun           | Mon                                                   | Tue                  | Wed                                        | Thu                                               | Fri                                               | Sat |
|               |                                                       |                      |                                            |                                                   | 1                                                 | 2   |
| 3             | 4<br><b>Planning<br/>&amp; Zoning<br/>Meeting</b>     | 5<br>Election<br>Day | 6                                          | 7                                                 | 8                                                 | 9   |
| 10            | 11<br>City Hall<br>Closed-<br>Veteran's<br>Day        | 12<br><b>KEDC</b>    | 13                                         | 14                                                | 15                                                | 16  |
| 17            | 18                                                    | 19                   | 20<br>Employee<br>Thanksgiving<br>Luncheon | 21<br><b>Parks &amp; Rec<br/>Meeting</b>          | 22                                                | 23  |
| 24            | 25<br><b>Regular<br/>City<br/>Council<br/>Meeting</b> | 26                   | 27                                         | 28<br>City Hall<br>Closed-<br>Thanksgiving<br>Day | 29<br>City Hall<br>Closed-<br>Thanksgiving<br>Day | 30  |

| December 2024 |                                             |                                         |                                                                |                                 |     |                                    |
|---------------|---------------------------------------------|-----------------------------------------|----------------------------------------------------------------|---------------------------------|-----|------------------------------------|
| ◀ November    |                                             |                                         |                                                                |                                 |     |                                    |
| Sun           | Mon                                         | Tue                                     | Wed                                                            | Thu                             | Fri | Sat                                |
| 1             | 2                                           | 3<br>Planning<br>& Zoning<br>Meeting    | 4                                                              | 5                               | 6   | 7<br>Christmas<br>on the<br>Square |
| 8             | 9                                           | 10<br>KEDC                              | 11                                                             | 12                              | 13  | 14                                 |
| 15            | 16<br>Regular<br>City<br>Council<br>Meeting | 17                                      | 18<br>Employee<br>Christmas<br>Luncheon &<br>Awards<br>Banquet | 19<br>Parks &<br>Rec<br>Meeting | 20  | 21                                 |
| 22            | 23                                          | 24<br>City Hall<br>Closed-<br>Christmas | 25<br>City Hall<br>Closed-<br>Christmas                        | 26                              | 27  | 28                                 |
| 29            | 30                                          | 31                                      |                                                                |                                 |     |                                    |



Meeting  
Date: 10/28/2024

Date: 10/25/2024

Item #: 18.

Dept.: Administration

**Action Item**

**SUBJECT:**

Consider and take appropriate action to accept the deed documenting the reversion of fee simple title ownership to an approximate 51.953 acre tract of land located in the D. Falcon Survey, Abstract No. 151, Kaufman County, Texas from Cedar Crest Development Company, LLC to the City of Kaufman; and authorizing the Mayor to execute necessary documents.

**BACKGROUND:**

This item will be discussed in Executive Session.

Author:

Mike Holder, City Manager

Reviewed:

Mike Holder, City Manager

**Cost:**

**Funds Available:**

**Source:**

**Recommendation: Staff has no recommendations at this time.**

| Safe & Secure            | Business<br>Friendly/Economic<br>Development | Partnership &<br>Community<br>Involvement | Healthy &<br>Environmentally<br>Cons. Comm. | Financial &<br>OPS Stewardship |
|--------------------------|----------------------------------------------|-------------------------------------------|---------------------------------------------|--------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/>                     | <input type="checkbox"/>                  | <input type="checkbox"/>                    | <input type="checkbox"/>       |

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**SPECIAL WARRANTY DEED**

THE STATE OF TEXAS

§

§ KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF KAUFMAN

§

THIS SPECIAL WARRANTY DEED ("**Deed**") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2024 (the "**Effective Date**"), by the City of Kaufman, Texas, a home rule municipality, (hereinafter referred to as "**Grantee**"), and Cedar Crest Development Company, LLC, a Texas limited liability company (hereinafter referred to as "**Grantor**").

FOR AND IN CONSIDERATION of \$10.00 and other good and valuable consideration to Grantee in hand paid by Grantor, the receipt and sufficiency of which are hereby acknowledged, Grantor has SOLD, CONVEYED, and GRANTED, and by these presents does hereby SELL, CONVEY, and GRANT, unto Grantee, its successors and assigns, subject to the Permitted Exceptions (defined below), the following described property: (a) that certain real property in Kaufman County, Texas, which is described in **Exhibit A** attached hereto and incorporated herein by reference (the "**Land**"), together with any improvements located in, on, or under the Land; (b) all right, title and interest of Grantor in any oil, gas, and other minerals in, on, under, or that may be produced from the Land, and all executory leasing rights with respect thereto; and (c) all rights and appurtenances benefiting or pertaining to the Land and belonging to Grantor, including, without limitation, all of Grantor's right, title, and interest in and to: all streets, alleys, rights-of-way, or easements adjacent to or benefiting the Land; all claims and causes of action of any kind or nature relating to or concerning the Land; all development rights, land use entitlements, governmental approvals and/or permits relating to or benefiting the Land; air rights; water rights; and all utility service rights, permits and/or commitments relating to or benefiting the Land (collectively, the "**Property**").

**TO HAVE AND TO HOLD** the Property, together with all and singular the rights and appurtenances thereto in anyway belonging unto Grantee, its successors and assigns, forever; and Grantor does hereby bind Grantor and Grantor's heirs, successors, executors and assigns, to WARRANT AND FOREVER DEFEND, all and singular the Property unto the Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise; provided, however that this conveyance is made by Grantor and accepted by Grantee subject to all of the title exceptions revealed in or by the recorded documents and other matters listed on **Exhibit B** attached to and incorporated in this Deed by reference, to the extent the same are valid, subsisting, and affect the Property (the "**Permitted Exceptions**").

**ACCEPTANCE BY GRANTEE:**

**City of Kaufman Texas**  
a home rule municipality

By: \_\_\_\_\_  
Jeff Jordan, Mayor

**STATE OF TEXAS**

§  
§  
§

**COUNTY OF KAUFMAN**

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Jeff Jordan, Mayor of the City of Kaufman, Texas, a home rule municipality, on behalf of the corporation.

\_\_\_\_\_  
Notary Public in and for the State of Texas  
My Commission Expires: \_\_\_\_\_

After Recording Return to:

City of Kaufman, Texas  
Attn: City Secretary  
209 S. Washington Street  
Kaufman, Texas 75142

**Exhibit A**

**Property Description**

**51.953 ACRES, MORE OR LESS, DESCRIBED AS FOLLOWS:**

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND, PART OF THE D. FALCON SURVEY, ABSTRACT NO. 151, KAUFMAN COUNTY, TEXAS, PART OF THAT CERTAIN CALLED 249.57 ACRE TRACT CONVEYED TO THE COUNTY OF KAUFMAN, TEXAS BY T. J. BROUGHTON, ET UX ON OCTOBER 15, 1918, RECORDED IN VOL. 163, PAGE 526 OF THE DEED RECORDS OF KAUFMAN COUNTY, TEXAS, PART OF THAT CERTAIN CALLED 408 1/3 ACRE TRACT CONVEYED TO THE COUNTY OF KAUFMAN BY E. J. THOMPSON ON JULY 16, 1883, RECORDED IN VOL. 32, PAGE 543 OF THE DEED RECORDS OF KAUFMAN COUNTY, TEXAS AND BEING MORE COMPLETELY DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT A 3/8" IRON ROD SET IN THE WEST RIGHT OF WAY LINE OF FARM TO MARKET ROAD NO. 1388 AND BEING N 3 DEG. 23 MIN. 15 SEC. W-

220.69 FT. FROM THE INTERSECTION OF SAID RIGHT OF WAY LINE WITH THE SOUTH LINE OF THE ABOVE MENTIONED 249.57 ACRE TRACT.

THENCE N 88 DEG. 52 MIN, 14 SEC. W, A DISTANCE OF 2450.00 FT. TO A 3/8" IRON ROD SET IN A CURVE TO THE RIGHT, THE RADIUS POINT OF WHICH BEARS N 84 DEG. 51 MIN. 55 SEC. E-1909.86 FT.

THENCE, IN A NORTHERLY DIRECTION WITH SAID CURVE TO THE RIGHT, THE ANGLE OF WHICH IS 41 DEG. 35 MIN. 41 SEC., THE RADIUS IS 1909.86 FT. AND THE TANGENT IS 725.39 FT., A DISTANCE OF 1386.49 FT. TO A 3/8" IRON ROD SET IN THE SOUTHEAST RIGHT OF WAY LINE OF STATE HIGHWAY NO. 34.

THENCE N 51 DEG. 50 MIN. 18 SEC. E, WITH SAID RIGHT OF WAY LINE, A DISTANCE OF 320.00 FT. TO A 3/8" IRON ROD SET AT THE NORTHWEST CORNER OF THAT CERTAIN 15.000 ACRE TRACT, KNOWN AS THE RODEO GROUNDS TRACT.

THENCE S 1 DEG. 12 MIN. 48 SEC. W, WITH THE WEST LINE OF SAID 15.000 ACRE TRACT, A DISTANCE OF 755.78 FT. TO A 3/8" IRON ROD SET AT THE SOUTH CORNER OF SAME.

THENCE N 51 DEG. 53 MIN. 42 SEC. E, WITH THE SOUTHEAST LINE OF SAID 15.000 ACRE TRACT, A DISTANCE OF 226.89 FT. TO A 3/8" IRON ROD SET FOR CORNER.

THENCE S 88 DEG. 52 MIN. 14 SEC. E, A DISTANCE OF 1742.41 FT. TO A 3/8" IRON ROD SET IN THE WEST RIGHT OF WAY LINE OF FARM TO MARKET ROAD NO. 1388.

THENCE S 13 DEG. 15 MIN. 49 SEC. W, WITH THE WEST RIGHT OF WAY LINE OF FARM TO MARKET ROAD NO. 1388, A DISTANCE OF 264.99 FT. TO A 3/8" IRON ROD SET AT THE P.C. OF A CURVE TO THE LEFT, THE RADIUS POINT OF WHICH BEARS S 76 DEG. 44 MIN. 11 SEC. E, 1194.14 FT.

THENCE, CONTINUING WITH SAID RIGHT OF WAY LINE AND WITH SAID CURVE TO THE LEFT, THE ANGLE OF WHICH IS 16 DEG. 39 MIN. 04 SEC., THE RADIUS IS 1194.14 FT. AND THE TANGENT IS 174.75 FT., A DISTANCE OF 347.04 FT. TO A 3/8" IRON ROD SET AT THE P.T. OF SAID CURVE.

THENCE S 3 DEG. 23 MIN. 15 SEC. E, CONTINUING WITH THE WEST RIGHT OF WAY LINE OF FARM TO MARKET ROAD NO. 1388, A DISTANCE OF 300.04 FT. TO THE POINT OF BEGINNING, CONTAINING 54.000 ACRES OF LAND.

LESS, SAVE AND EXCEPT THE FOLLOWING, PREVIOUSLY CONVEYED:

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATED WITHIN THE CORPORATE LIMITS OF THE CITY OF KAUFMAN, KAUFMAN COUNTY, TEXAS, PART OF THE D. FALCON SURVEY, ABSTRACT NO. 151 AND PART OF THAT CERTAIN CALLED 54.000 ACRE TRACT CONVEYED TO CITY OF KAUFMAN BY KAUFMAN COUNTY, TEXAS ON DECEMBER 28, 2001, RECORDED IN VOL. 1945 PAGE 212 OF THE DEED RECORDS OF KAUFMAN COUNTY, TEXAS AND BEING MORE COMPLETELY DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT A CONCRETE MONUMENT FOUND IN THE EAST LINE OF THE ABOVE MENTIONED 54.000 ACRE TRACT, IN THE WEST RIGHT OF WAY LINE OF FARM TO MARKET ROAD NO. 1388 AND BEING A CHORD BEARING AND DISTANCE OF S 6 DEG. 36 MIN. 26 SEC. W-610.43 FT. FROM THE NORTHEAST CORNER OF SAID 54.000 ACRE TRACT.

THENCE S 5 DEG. 19 MIN. 56 SEC. E, WITH THE EAST LINE OF SAID 54.000 ACRE TRACT AND WITH THE WEST RIGHT OF WAY LINE OF FARM TO MARKET ROAD NO. 1388, A DISTANCE OF 257.69 FT. TO A 3/8" IRON ROD FOUND AT THE INTERSECTION OF SAME WITH THE NORTH RIGHT OF WAY LINE OF STATE HIGHWAY NO. 34 BY-PASS, BEING THE BEGINNING OF A CORNER CLIP.

THENCE S 42 DEG. 12 MIN. 04 SEC. W, WITH SAID CORNER CLIP, A DISTANCE OF 57.43 FT. TO A 3/8" IRON ROD FOUND FOR CORNER.

THENCE S 89 DEG. 14 MIN. 57 SEC. W, CONTINUING WITH THE NORTH RIGHT OF WAY LINE OF STATE HIGHWAY NO. 34 BY-PASS, A DISTANCE OF 270.75 FT. TO A 3/8" IRON ROD SET FOR CORNER.

THENCE N 0 DEG. 45 MIN. 03 SEC. W, A DISTANCE OF 298.90 FT. TO A 3/8" IRON ROD SET FOR CORNER.

THENCE N 89 DEG. 14 MIN. 57 SEC. E, A DISTANCE OF 289.30 FT. TO THE POINT OF BEGINNING, CONTAINING 2.047 ACRES OF LAND.

**Exhibit B**

**Permitted Exceptions**

None