



**AGENDA FOR  
WORK SESSION - 6:00 PM  
REGULAR CITY COUNCIL MEETING – 6:30 PM  
MONDAY, SEPTEMBER 22, 2025  
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.\*\*

**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 review of the proposed City of Kaufman's 5-year Capital Improvement Plan.
2. Discussion and review regarding an update to the Job Classification & Step Pay Plan for fiscal year 2026.
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.**

**PROCLAMATION**

4. National Disability Employment Awareness Month - October 2025
5. Community Planning Month - October 2025
6. National Night Out - October 7, 2025
7. National Fire Prevention Week - October 5 - 11, 2025

## **RECOGNITION**

8. Business of the Month - Taylor Automotive

## **CONSENT AGENDA**

9. Consider and take appropriate action on the minutes from the August 18, 2025, Work Session and Regular City Council Meeting.
10. Consider and take appropriate action on the minutes from the September 8, 2025, Work Session and Special City Council Meeting.
11. Consider and take appropriate action to reschedule the Regular City Council Meeting set for Monday, November 24, 2025, to Monday, November 17, 2025, and the Regular City Council Meeting set for Monday, December 22, 2025, to Monday, December 15, 2025.
12. Consider and take appropriate action to approve the transfer of aged bills to Collection of Delinquent Utility Billing Accounts Receivable Balances.
13. Consider and take appropriate action on Resolution R-28-25, 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.
14. Consider and take appropriate action on an administrative services contract between the Kaufman Economic Development Corporation and City of Kaufman for Fiscal Year 2025-2026.
15. Consider and take appropriate action on the purchase of a Compact Track Loader through Sourcewell Cooperative Purchasing for an amount not to exceed \$89,003.00; and authorize the City Manager or his designee to execute necessary documents.
16. Consider and take appropriate action on Resolution R-32-25, a resolution of the City Council of the City of Kaufman, Texas, approving an amendment to the City of Kaufman Purchasing Policy Guidelines ("Purchasing Policy"); and providing an effective date.

## **END OF CONSENT AGENDA**

## **PUBLIC HEARING**

17. Conduct a public hearing and consider and take appropriate action on Resolution R-29-25, a Resolution of the City Council of the City of Kaufman, Texas, approving an updated City of Kaufman Capital Improvements Plan for Fiscal Years 2026 through 2030.
  - a. Presentation
  - b. PUBLIC HEARING
  - c. Consider and take appropriate action on Resolution R-29-25

## DISCUSSION/ACTION ITEMS

18. Consider and take appropriate action on the **Site Plan for Kaufman Middle School**, situated on 50.31 acres of land (Property ID 189566) out of the D. Falcon Survey, Abstract No. 151, City of Kaufman, Kaufman County. The property is generally located at the northeast corner of South Houston Street and State Highway 34. (Case No: SP-06-25)
19. Consider and take appropriate action on the **Final Plat for Kaufman Middle School Addition**, Lot 1, Block A situated on 50.31 acres of land (Property ID 189566) out of the D. Falcon Survey, Abstract No. 151, City of Kaufman, Kaufman County, said property being generally located at the north-east corner of South Houston Street and State Highway 34. (Case No: FP-06-25)
20. Consider and take appropriate action on the **Site Plan for The Center**, situated on 0.537 acres of land (Property ID 59775) out of the Kaufman Heads Over Heels Addition Final Plat, City of Kaufman, Kaufman County, Texas, generally located at 400 Terrell Highway. (Case No. SP-07-25)
21. Consider and take appropriate action on Chapter 380 Economic Development and Performance Agreement between the City of Kaufman, Texas and Lowe's Home Center, LLC; and authorizing the Mayor to execute necessary documents.
22. Consider and take appropriate action on a professional services engineering contract with Schaumburg & Polk, Inc. for the Texas Hazard Mitigation Assistance (HMA) project funded through the Texas Division of Emergency Management (TDEM) and/or Texas Water Development Board (TWDB); and authorize the City Manager and/or his designee to execute necessary documents.
23. Consider and take appropriate action on the award or rejection of bid and contract for motor fuel and oil for Fiscal Year 2026 and authorizing the Mayor or his designee to execute necessary documents.
24. Consider and take appropriate action regarding Ordinance O-31-25, 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.
25. Consider and take appropriate action regarding Ordinance O-32-25, an ordinance of the City Council of the City of Kaufman, Texas, amending Ordinance No. O-18-24 adopting the City's and Kaufman Economic Development Corporation's 2024-2025 Fiscal Year Budget to balance Revenue Surplus, Expense Surplus, and Shortfall; and providing an effective date.
26. Consider and take appropriate action on Ordinance O-33-25, an Ordinance of the City Council of the City of Kaufman, Texas, amending Article A1.000, "Miscellaneous Fees"; amending Section A4.001, "Zoning/development fees", of Article A4.000, "Building and Development Fees"; 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.

27. Consider and take appropriate action on Resolution R-30-25, 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.
28. Consider and take appropriate action on Resolution R-31-25, a resolution of the City Council of the City of Kaufman, Texas, approving the Amended and Restated Bylaws of the Kaufman Economic Development Corporation (KEDC) to reflect changes to qualifications of Directors and changing references from Articles of Incorporation to Certificate of Formation; and authorizing the Mayor or his designee to execute necessary documents.

### **APPOINTMENT**

29. Consider and take appropriate action on the appointment of three (3) members to the Kaufman Zoning Board of Adjustments for a two (2) year term to expire September 2027.
30. Consider and take appropriate action on the appointment of three (3) members to the Kaufman Planning and Zoning Commission for a two (2) year term to expire November 2027.

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

31. Receive an update and discussion regarding the following:
  - a. National Night Out - October 7
  - b. Kaufman Harvest Fest - October 11
  - c. 2025 TML Conference - Fort Worth - October 29-31, 2025
  - d. Discussion Items Report (DIR)
  - e. STAR Transit Ridership Report - August 2025
  - f. Careflite Compliance Report - August 2025
  - g. Fire Department Monthly Report - August 2025
  - h. Police Department Monthly Report - August 2025
  - i. Development Services Monthly Report - August 2025
  - j. Monthly Calendars Attached

### **EXECUTIVE SESSION**

32. The City Council will recess into Executive Session pursuant to Texas Government Code for an executive session regarding the following:

- a. 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.

33. 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 4:30 P.M. ON TUESDAY, SEPTEMBER 16, 2025, AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST THREE (3) BUSINESS DAYS 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).

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 BEFORE THE TIME OF THE MEETING SO THAT APPROPRIATE ARRANGEMENTS CAN BE MADE.

**Property Tax Fee on Median Valued Homestead**

**2025 Rate vs 2026 Proposed Rate vs 2026 No New Revenue Rate**

	<b>Rate per \$100 of Value</b>	<b>Median-Value Homestead Property</b>	<b>Tax Due</b>
<b>2025 Adopted Rate</b>	<b>0.7595000 per \$100</b>	<b>\$207,084.00</b>	<b>\$1,572.80</b>
<b>2026 Proposed Rate</b>	<b>0.7590000 per \$100</b>	<b>\$222,093.00</b>	<b>\$1,685.69</b>
<b>2026 No New Revenue Rate</b>	<b>0.7858543 per \$100</b>	<b>\$222,093.00</b>	<b>\$1,745.33</b>



# City of Kaufman

## Proclamation

**WHEREAS**, Texas continues to boast the strongest economy in the nation. Our state has received praise as a place where businesses can thrive thanks to reasonable regulations, low taxes, a fair legal environment, an educated workforce, and an unparalleled quality of life. Our entrepreneurial spirit is one of our state's greatest attributes. It is therefore appropriate to recognize and honor the millions of Texans with disabilities who make a vital contribution to our economy; and

**WHEREAS**, individuals with disabilities serve as living proof that our circumstances need not define our value. They demonstrate tenacity and determination daily, and they make enormous contributions to our state, our civic life, and our economy. We know in Kaufman that it is not our challenges that define us, but rather how we rise above them; and

**WHEREAS**, as we celebrate the 80th anniversary of National Disability Employment Awareness Month, the City of Kaufman is proud of the efforts to create a work environment accessible to all, regardless of ability status; and

**WHEREAS**, each year, the month of October is set aside to celebrate people with disabilities and their innumerable contributions to the workforce. During this month, we promote disability employment awareness, cultivate more inclusive workplaces, and create more employment opportunities for Texans with disabilities. As we work toward these goals, we will create an even more robust economy and a stronger, more inclusive state; and

**NOW, THEREFORE**, I, Jeff Jordan, Mayor of the City of Kaufman, and on behalf of the Kaufman City Council, do hereby proclaim the month of October 2025, as:

## Disability Employment Awareness Month

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the City to be affixed this 22<sup>nd</sup> day of September 2025.

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**Jeff Jordan, Mayor, City of Kaufman**



City of  
**Kaufman**  
**Proclamation**

**WHEREAS**, change is constant and affects all cities, towns, suburbs, counties, boroughs, townships, rural areas, and other places; and

**WHEREAS**, planners can help navigate this change with data-driven insights and expertise that provide better choices for how people work and live; and

**WHEREAS**, community planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future of their community; and

**WHEREAS**, the full benefits of planning require public officials and citizens who understand, support, and demand excellence in planning and plan implementation; and

**WHEREAS**, the month of October is designated as National Community Planning Month throughout the United States of America and its territories; and

**WHEREAS**, the American Planning Association endorses National Community Planning Month as an opportunity to highlight how planning is essential to recovery and how planners can lead communities to equitable, resilient, and long-lasting recovery; and

**WHEREAS**, the celebration of National Community Planning Month gives us the opportunity to publicly recognize the participation and dedication of the members of planning commissions and other citizen planners who have contributed their time and expertise to the improvement of the City of Kaufman; and

**WHEREAS**, we recognize the many valuable contributions made by the professional community and regional planners of the City of Kaufman and extend our heartfelt thanks for the continued commitment to public service by these professionals;

**NOW, THEREFORE**, I, Jeff Jordan, Mayor of the City of Kaufman, and on behalf of the Kaufman City Council, do hereby proclaim the month of October 2025, as:

## **Community Planning Month**

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the City to be affixed this 22<sup>nd</sup> day of September 2025.

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**Jeff Jordan, Mayor, City of Kaufman**



# City of Kaufman

## Proclamation

**WHEREAS**, the National Association of Town Watch (NATW) is sponsoring a unique, nationwide crime, drug, and violence prevention program on October 7, 2025, entitled “National Night Out”; and

**WHEREAS**, “National Night Out” provides a unique opportunity for the City of Kaufman to join forces with thousands of other communities across the country in promoting cooperative, police-community crime prevention efforts; and

**WHEREAS**, the Kaufman Police Department and Other Law enforcement agencies play a vital role in assisting each other through joint crime, drug, and violence prevention efforts throughout Kaufman County and are supporting “National Night Out 2025” locally; and

**WHEREAS**, it is essential that all citizens of Kaufman, Texas, be aware of the importance of crime prevention programs and the impact that their participation can have on reducing crime, drugs, and violence in Kaufman County; and

**WHEREAS**, police-community partnerships, neighborhood safety, awareness, and cooperation are important themes of the “National Night Out” program;

**NOW, THEREFORE**, I, Jeff Jordan, Mayor of the City of Kaufman, do hereby call upon all citizens of Kaufman, to join the Kaufman Police Department, other Law enforcement agencies, and the National Association of Town Watch in supporting and proclaiming October 7, 2025, as the:

## National Night Out

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the City to be affixed this 22<sup>nd</sup> day of September 2025.

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Jeff Jordan, Mayor, City of Kaufman



# City of Kaufman

## Proclamation

**WHEREAS**, the City of Kaufman is committed to ensuring the safety and security of all those living in and visiting our community

**WHEREAS**, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

**WHEREAS**, National Fire Prevention Week works to educate the public about simple but important actions they can take to keep themselves and those around them safe from fire; and

**WHEREAS**, the 2025 Fire Prevention Week theme, *“Fire Won’t Wait. Plan Your Escape”*, encourages all residents to plan and practice a home fire escape plan and to ensure smoke alarms are installed, maintained, and tested monthly; and

**WHEREAS**, the dedicated firefighters and first responders of the Kaufman Fire Department protect lives and property through their courageous service, fire prevention education, and community engagement; and

**WHEREAS**, all residents of Kaufman are encouraged to take steps to increase their safety from fire in the home and to support the life-saving work performed by local fire departments.

**NOW, THEREFORE**, I, Jeff Jordan, Mayor of the City of Kaufman, and on behalf of the Kaufman City Council, do hereby proclaim the week of October 5- 11, 2025, as:

## National Fire Prevention Week

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the City to be affixed this 22<sup>nd</sup> day of September 2025.

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**Jeff Jordan, Mayor, City of Kaufman**



Meeting  
Date: 9/22/2025

Date: 08/21/2025

Item #: 9.

Dept.: Administration

**Consent Agenda**

**SUBJECT:**

Consider and take appropriate action on the minutes from the August 18, 2025, 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 August 18, 2025, Work Session and Regular City Council Meeting as presented.**

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



**MINUTES OF THE  
WORK SESSION – 6:00 P.M. AND  
REGULAR CITY COUNCIL MEETING – 6:30 P.M.  
MONDAY, AUGUST 18, 2025  
CITY HALL COUNCIL CHAMBERS  
209 S. WASHINGTON STREET  
KAUFMAN, TEXAS 75142**

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

Mayor Jordan called the work session to order at 6:00 p.m. Councilmembers present were Jeff Jordan, Matt Phillips, Lisa Parker, Charles Gillenwater, Quattro Borders, Ashlea Longenecker, and Jason Nelson. Mayor Jordan declared a quorum present. Also present were City Manager Mike Holder, Assistant City Manager Rachel Balthrop Mendoza, City Attorney M. Ann Montgomery, City Secretary Jessie Hanks, Finance Director Mary Wennerstrom, Fire Chief Rhea Cooper, and Police Officer Adam Wall.

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

1. Presentation and discussion of the proposed adoption of a Land Use Assumption, Capital Improvement Plan, and impact fees for water, wastewater, and street facilities.

Philip Varughese, PE, and Chris Edwards, PE, with TNP, presented and reviewed the proposed Land Use Assumptions and Capital Improvement Plan for water, streets, and wastewater 2025-2045. He outlined the proposed timeline for the process of adopting the Land Use Assumption, Capital Improvement Plan, and impact fees for water, streets, and wastewater.

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

Mr. Holder discussed item 6 from the regular session agenda.

**WORK SESSION ADJOURNMENT**

There being no further business, Mayor Jordan adjourned the work session at 6:27 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, Matt Phillips, Lisa Parker, Charles Gillenwater, Quattro Borders, Ashlea Longenecker, and Jason Nelson. Mayor Jordan declared a quorum present. Also present were City Manager Mike

Holder, Assistant City Manager Rachel Balthrop Mendoza, City Attorney M. Ann Montgomery, City Secretary Jessie Hanks, Finance Director Mary Wennerstrom, Fire Chief Rhea Cooper, and Police Officer Adam Wall.

**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.**

John Taylor, 3 Borders Circle, Kaufman, Texas 75142, expressed his ~~frustration and~~ concern regarding the city's lack of desire to acquire Borders Circle as a city street. He reiterated his request for the city to consider taking possession of Borders Circle. He stated this would be his last request prior to obtaining an attorney to attempt to resolve this issue through the court system.

### **CONSENT AGENDA**

3. Consider and take appropriate action on the minutes from the July 28, 2025, Work Session and Regular City Council Meeting.
4. Consider and take appropriate action on the minutes from the August 4, 2025, Budget Work Session and Special City Council Meeting.
5. Consider and take appropriate action on Resolution R-27-25, a Resolution of the City of Kaufman, Texas, approving a negotiated settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division regarding the company's 2025 rate review mechanism filing; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the attached settlement tariffs to be just and reasonable and in the public interest; approving an attached exhibit establishing a benchmark for pensions and retiree medical benefits; approving an attached exhibit regarding amortization of regulatory liability; requiring the company to reimburse ACSC's reasonable rate-making expenses; determining that this Resolution was passed in accordance with the requirements of the Texas Open Meetings Act; adopting a savings clause; declaring an effective date; and requiring delivery of this resolution to the company and the ACSC's legal counsel.
6. Consider and take appropriate action on a proposed Consumer Price Index Rate adjustment by Republic Services as outlined in the Contract for Collection of Solid Waste Services between the City and Republic Services of Texas, LLC.

Councilmember Borders made a motion to approve consent agenda items 3 to 6 as presented. The motion was seconded by Mayor Pro-Tem Phillips and passed 7/0.

### **END OF CONSENT AGENDA**

## **PUBLIC HEARING**

7. Conduct a Public Hearing and receive comments regarding the adoption of the proposed City of Kaufman Fiscal Year 2025-2026 Budget, including the Budget for the City of Kaufman Economic Development Corporation. (Ordinance No. O-24-25).

Mr. Holder gave a summary of the proposed FY26 budget, including the revenue projections, infrastructure projects, capital equipment, and employee retention initiatives, for both the City of Kaufman and the Kaufman Economic Development Corporation.

Mayor Jordan opened the public hearing at 6:47 p.m. There being no speakers present, Mayor Jordan closed the public hearing at 6:47 p.m.

8. Conduct a Public Hearing and receive comments regarding the adoption of the proposed 2025 property tax rate of \$.7595000 per \$100 of assessed valuation (Ordinance No. O-25-25).

Mr. Holder outlined the proposed tax rate and the changes to the rate from the "not to exceed" rate previously set by the council.

Mayor Jordan opened the public hearing at 6:52 p.m. There being no speakers present, Mayor Jordan closed the public hearing at 6:53 p.m.

## **DISCUSSION/ACTION ITEMS**

9. Consider and take appropriate action regarding Ordinance O-24-25, an ordinance of the City Council of the City of Kaufman, Texas, making appropriations for the support of the City; appropriating money to a sinking fund to pay interest and principal on the City's indebtedness; approving and adopting the annual budget of the City of Kaufman, Texas for the 2025-2026 Fiscal Year, including the Budget for the City of Kaufman Economic Development Corporation; providing for emergency expenditures and expenditures as otherwise allowed by law; providing for the filing of the budget in the Office of the City Secretary; and providing an effective date.

Councilmember Nelson made a motion to approve Ordinance O-24-25 adopting the FY26 budget for the City of Kaufman. The motion was seconded by Councilmember Longenecker. Ms. Hanks called for a record vote, at which point Mayor Jeff Jordan, Mayor Pro-Tem Matt Phillips, Councilmember Lisa Parker, Councilmember Charles Gillenwater, Councilmember Ashlea Longenecker, Councilmember Quattro Borders, and Councilmember Jason Nelson voted AYE, None voted NAY, and passed 7/0.

10. Consider and take appropriate action regarding Ordinance O-25-25, an ordinance of the City Council of the City of Kaufman, Texas, levying taxes and fixing and adopting the tax rate on all taxable property for the year 2025 within the corporate limits of the City of Kaufman, Texas as of January 1, 2026; the said tax rate having a maintenance and operations component and a debt service component; providing when taxes shall become due and when same shall become delinquent if not paid together with penalties and interest thereon; and providing an effective date.

Councilmember Nelson made a motion that the property tax rate be increased by the adoption of a tax rate of \$0.7590000, which is effectively a -3.42 percent increase in the tax rate and approve Ordinance Number O-25-25 fixing and levying municipal ad valorem taxes for the fiscal year beginning October 1, 2025, and ending on September 30, 2026, and for each fiscal year thereafter until otherwise provided. The motion was seconded by Councilmember Gillenwater. Ms. Hanks called for a record vote, at which point Mayor Jeff Jordan, Mayor Pro-Tem Matt Phillips, Councilmember Lisa Parker, Councilmember Charles Gillenwater, Councilmember Ashlea Longenecker, Councilmember Quattro Borders, and Councilmember Jason Nelson voted AYE, None voted NAY, and passed 7/0.

11. Consider and take appropriate action on Resolution R-26-25, a resolution of the City Council of the City of Kaufman, Texas, acknowledging and ratifying that the adoption of the Fiscal Year 2025-2026 Annual Budget will require raising more revenue from property taxes than in the previous Fiscal Year; and providing an effective date.

Councilmember Parker made a motion to ratify the property tax increase reflected in the 2025-2026 (FY26) budget. The motion was seconded by Councilmember Borders. Ms. Hanks called for a record vote, at which point Mayor Jeff Jordan, Mayor Pro-Tem Matt Phillips, Councilmember Lisa Parker, Councilmember Charles Gillenwater, Councilmember Ashlea Longenecker, Councilmember Quattro Borders, and Councilmember Jason Nelson voted AYE, None voted NAY, and passed 7/0.

12. Consider and take appropriate action on Ordinance O-26-25, an Ordinance of the City Council of the City of Kaufman, Texas, repealing Ordinance No. O-21-24 and amending Section A8.002, "Water Rates", and Section A8.003, "Sewer Rates", of Article A8.000, "Utilities", of Appendix A, "Fee Schedule", of the Code of Ordinances of the City of Kaufman to adopt increased rates for water and sewer services; providing for the incorporation of premises; providing amendments; providing a severability clause; providing a cumulative repealer/savings clause; providing for enforcement; and providing for publication and an effective date.

Ms. Wennerstrom presented the proposed water and sewer rates for FY26. She outlined the purpose of the increase is due to the increase from the North Texas Municipal Water District, which the city purchases its water from, and shared a comparison of the city's rates to surrounding communities.

Mayor Pro-Tem Phillips made a motion to approve Ordinance O-26-25 as presented. The motion was seconded by Councilmember Parker and passed 7/0.

## **APPOINTMENT**

13. Consider and take appropriate action on the appointment of two (2) members to the Kaufman Economic Development Corporation Board of Directors, each for a two (2) year term to expire in August 2027.

Mayor Jordan made a motion to reappoint Jane Lucas and Ben Brashear to the Kaufman Economic Development Corporation, each for a two (2) year term to expire in August 2027. The motion was seconded by Councilmember Nelson and passed 7/0.

**ANNOUNCEMENTS AND REPORTS FROM CITY MANAGER**

14. Receive an update and discussion regarding the following:
- a. Special City Council Meeting - September 8
  - b. National Night Out - October 7
  - c. 2025 TML Conference - Fort Worth - October 29-31, 2025
  - d. Discussion Items Report (DIR)
  - e. STAR Transit Ridership Report - July 2025
  - f. Careflite Compliance Report - July 2025
  - g. Fire Department Monthly Report - July 2025
  - h. Police Department Monthly Report - July 2025
  - i. Development Services Monthly Report - July 2025
  - j. Monthly Calendars Attached

Mr. Holder reviewed the above-stated items.

**ADJOURNMENT**

There being no further business, Mayor Jordan adjourned the meeting at 7:08 p.m.

**ATTEST:**

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**JEFF JORDAN  
MAYOR**

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**JESSIE HANKS  
CITY SECRETARY**





**MINUTES OF THE  
WORK SESSION – 6:00 P.M. AND  
SPECIAL CITY COUNCIL MEETING – 6:30 P.M.  
MONDAY, SEPTEMBER 8, 2025  
CITY HALL COUNCIL CHAMBERS  
209 S. WASHINGTON STREET  
KAUFMAN, TEXAS 75142**

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

Mayor Jordan called the work session to order at 6:00 p.m. Councilmembers present were Jeff Jordan, Matt Phillips, Ashlea Longenecker, Charles Gillenwater, Quattro Borders, Lisa Parker, and Jason Nelson. Mayor Jordan declared a quorum present. Also present were City Manager Mike Holder, Assistant City Manager Rachel Balthrop Mendoza, City Attorney M. Ann Montgomery, City Secretary Jessie Hanks, and Economic Development Director Stewart McGregor.

Mayor Jordan made a statement of support for all the proposed impact fees on the agenda. Mayor Jordan left the meeting at 6:00 p.m. and Mayor Pro-Tem Phillips presided over the remainder of the meeting.

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

1. Presentation and discussion of the proposed adoption of a Land Use Assumptions, Capital Improvements Plan, and Impact Fees for Water, Wastewater, and Roadway Facilities.

Philip Varghuese presented the proposed adoption of a Land Use Assumptions, Capital Improvement Plan, and Impact Fees for Water, Wastewater, and Roadway Facilities. He explained the various considerations that go into this process, as well as the recommendations from the CIPAC. There were discussions about how the fees are assessed, who pays these fees, and the types of projects associated with the use of these funds.

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

There were no other items discussed from the Regular Session Agenda.

**WORK SESSION ADJOURNMENT**

There being no further business, Mayor Pro-Tem Phillips adjourned the meeting at 6:16 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 Pro-Tem Phillips called the City Council meeting to order at 6:30 p.m. Councilmembers present were Matt Phillips, Lisa Parker, Charles Gillenwater, Quattro Borders, Ashlea Longenecker, and Jason Nelson. Mayor Jeff Jordan was absent. Mayor Pro-Tem Phillips declared a quorum present. Also present were City Manager Mike Holder, Assistant City Manager Rachel Balthrop Mendoza, City Attorney M. Ann Montgomery, City Secretary Jessie Hanks, and Economic Development Director Stewart McGregor.

**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.

### **PUBLIC HEARING**

3. Conduct a Public Hearing and consider and take appropriate action on Ordinance No. O-27-25, an Ordinance of the City Council of the City of Kaufman, adopting the "Land Use Assumptions", which includes the "Future Land Use Plan", the "Streets Capital Improvements Plan for 2025-2035" and the "Water Capital Improvements Plan for 2025-2035", each being a component of the "Capital Improvements Plan and Impact Fee Update for Water and Streets 2025-2035" for the City of Kaufman"; adopting amendments to Subsection (A), "Roadway Facilities" and Subsection (B), "Water Facilities" of Section 9.05.001, "Adoption of Land Use Assumptions and Roadway Facilities Capital Improvements Plan", of Divison 1, "Generally", of Article 9.05, "Impact Fees", of Chapter 9, "Planning and Development Regulations" of the City of Kaufman's Code of Ordinances to adopt amended Land Use Assumptions, Future Land Use Plan, the Streets Capital Improvement Plan for 2025-2035 and the Water Capital Improvements Plan for 2025-2035 as set forth in the Capital Improvements Plan and Impact Fee Update for Water and Streets 2025-2035" and providing an effective date.

- a. Presentation

Philip Varughese, PE, CFM, Team Leader and Associate Principal with TNP, presented the future land use plan, the water capital improvement plan, and the roadway capital improvement plan.

- b. PUBLIC HEARING

Mayor Pro-Tem Phillips opened the public hearing at 6:32 p.m. There being no speakers present, Mayor Pro-Tem Phillips closed the public hearing at 6:32 p.m.

- c. Consider and take appropriate action on Ordinance O-27-25

Councilmember Borders made a motion to approve Ordinance O-27-25 as presented. The motion was seconded by Councilmember Parker and passed 6/0.

4. Conduct a Public Hearing and consider and take appropriate action on Ordinance O-28-25, an Ordinance of the City Council of the City of Kaufman, amending Division 3, "Water Facilities Impact Fee", of Article 9.05, "Impact Fees", of Chapter 9 "Planning and Development Regulations" and Section A4.003, "Water Facilities Impact Fees", of Appendix A, "Fee Schedule" of the Code of Ordinances, adopting amendments to the Water Facilities Impact Fees to be assessed by the City of Kaufman, Texas within the corporate limits and within the extraterritorial jurisdiction of the City; providing for calculation of maximum impact fees and use of proceeds from impact fees; regulating the assessment and collection of impact fees; providing a water facilities impact fee schedule; imposing an impact fee and providing for exceptions; providing for credits; regulating accounting for fees and interest; providing for refunds; incorporating the water facilities land use assumptions and service area, the Water Capital Improvements Plan; adopting various other provisions relative to water impact fees providing an effective date of October 1, 2025, for the assessment of the amended impact fees.

- a. Presentation

Philip Varughese, PE, CFM, Team Leader and Associate Principal with TNP, presented the proposed water impact fee recommendations.

- b. PUBLIC HEARING

Mayor Pro-Tem Phillips opened the public hearing at 6:34 p.m. There being no speakers present, Mayor Pro-Tem Phillips closed the public hearing at 6:34 p.m.

- c. Consider and take appropriate action on Ordinance O-28-25

Councilmember Gillenwater made a motion to approve Ordinance O-28-25 as presented. The motion was seconded by Councilmember Longenecker and passed 6/0.

5. Conduct a Public Hearing and consider and take appropriate action on Ordinance O-29-25, an Ordinance of the City Council of the City of Kaufman, amending Division 2, "Roadway Facilities Impact Fee", of Article 9.05, "Impact Fees", of Chapter 9 "Planning and Development Regulations" and Section A4.002, "Roadway Facilities Impact Fees", of Appendix A, "Fee Schedule", adopting amendments to Roadway Facilities Impact Fees to be assessed by the City of Kaufman, Texas within the corporate limits of the City only; providing for calculation of maximum impact fees and use of proceeds from impact fees; regulating the assessment and collection of impact fees; providing a roadway facilities impact fee schedule; imposing an impact fee and providing for exceptions; providing for credits; regulating accounting for fees and interest; providing for refunds; incorporating the roadway facilities land use assumptions and service area, the Roadway Facilities Capital Improvements Plan; adopting various other provisions relative to roadway impact fees' providing an effective date of October 1, 2025, for the assessment of the amended impact fees.

- a. Presentation

Philip Varughese, PE, CFM, Team Leader and Associate Principal with TNP, presented the proposed roadway impact fee recommendations.

b. PUBLIC HEARING

Mayor Pro-Tem Phillips opened the public hearing at 6:35 p.m. There being no speakers present, Mayor Pro-Tem Phillips closed the public hearing at 6:36 p.m.

c. Consider and take appropriate action on Ordinance O-29-25

Councilmember Nelson made a motion to approve Ordinance O-29-25 as presented. The motion was seconded by Councilmember Longenecker and passed 6/0.

6. Conduct a Public Hearing and consider and take appropriate action on Ordinance O-30-25, an Ordinance of the City Council of the City of Kaufman, amending Article 9.05, "Impact Fees", of Chapter 9 "Planning and Development Regulations", of the City's Code of Ordinances to adopt a new Division 4, "Wastewater Facilities Impact Fee", and amending Article 4, "Building and Development Fee", of Appendix A, "Fee Schedule", of the City's Code of Ordinances to renumber existing sections and to adopt a new Section A4.006, "Wastewater Facilities Impact Fees", adopting Wastewater Facilities Impact Fees to be assessed by the City of Kaufman, Texas, for the wastewater system service area within the corporate limits of the City and within the extraterritorial jurisdiction of the City; providing for calculation of maximum impact fees and use of proceeds from impact fees; regulating the assessment and collection of impact fees; providing a roadway facilities impact fee schedule; imposing an impact fee and providing for exceptions; providing for credits; regulating accounting for fees and interest; providing for refunds; incorporating the roadway facilities land use assumptions and service area, the Roadway Facilities Capital Improvements Plan; adopting various other provisions relative to roadway impact fees providing an effective date of October 1, 2025, for the assessment of the amended impact fees.

a. Presentation

Philip Varughese, PE, CFM, Team Leader and Associate Principal with TNP, presented the proposed wastewater impact fee recommendations.

b. PUBLIC HEARING

Mayor Pro-Tem Phillips opened the public hearing at 6:37 p.m. There being no speakers present, Mayor Pro-Tem Phillips closed the public hearing at 6:37 p.m.

c. Consider and take appropriate action on Ordinance O-30-25

Councilmember Longenecker made a motion to approve Ordinance O-30-25 as presented. The motion was seconded by Councilmember Gillenwater and passed 6/0.

**ADJOURNMENT**

There being no further business, Mayor Pro-Tem Phillips adjourned the meeting at 6:38 p.m.

**ATTEST:**

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**JEFF JORDAN  
MAYOR**

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**JESSIE HANKS  
CITY SECRETARY**



Meeting  
Date: 9/22/2025

Date: 08/21/2025

Item #: 11.

Dept.: Administration

**Consent Agenda**

**SUBJECT:**

Consider and take appropriate action to reschedule the Regular City Council Meeting set for Monday, November 24, 2025, to Monday, November 17, 2025, and the Regular City Council Meeting set for Monday, December 22, 2025, to Monday, December 15, 2025.

**BACKGROUND:**

Due to conflicts with the Thanksgiving and Christmas holidays, staff recommends rescheduling the Regular City Council Meeting set for Monday, November 24, 2025, to Monday, November 17, 2025, and the Regular City Council Meeting set for Monday, December 22, 2025, to Monday, December 15, 2025.

Author:  
Jessie Hanks, City Secretary

Reviewed:  
Mike Holder, City Manager

**Cost:** **Funds Available:** **Source:**

**Recommendation: Staff recommends approval of rescheduling the Regular City Council Meeting set for Monday, November 24, 2025, to Monday, November 17, 2025, and the Regular City Council Meeting set for Monday, December 22, 2025, to Monday, December 15, 2025.**

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



Meeting  
Date: 9/22/2025

Date: 08/21/2025

Item #: 12.

Dept.: Finance

**Consent Agenda**

**SUBJECT:**

Consider and take appropriate action to approve the transfer of aged bills to Collection of Delinquent Utility Billing Accounts Receivable Balances.

**BACKGROUND:**

The last date on which delinquent utility billing receivables were submitted for collection was September 23, 2024. The report sent to collections included delinquent accounts for the quarter ending September 30, 2023. Staff requests Council approves the transfer of aged utility bills to the collection of delinquent utility billing accounts receivable balances (annual write-off of aged utility bills) for the period of October 1, 2023 to September 30, 2024 in the amount of \$29,795.72.

Author:  
Mary Wennerstrom, Finance Director

Reviewed:  
Mike Holder, City Manager

**Cost:** **Funds Available:** **Source:**

**Recommendation: Staff recommends approval of the transfer of aged utility bills to the collection of delinquent utility billing accounts receivable balances.**

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

Serv Code	Service	Write Off Amount
AMB	AMB	-126.00
DF	Drainage Fee	-1,727.16
NSB	NSB	-903.89
NSF	NSF Check Fee	-95.00
OT	Other	16.09
PN	Penalty	-862.83
RC	Reconnect Srv	-1,215.32
RF	Solid Waste	-2,046.68
RFP	Polycart	-162.15
SW	Sewer	-15,628.28
TX	Tax	-327.42
WT	Water	-6,297.02
WTD	Wt Dep Billed	-375.00
WTO	Outside Access	-45.06

Report Total : -29,795.72



\*\*\*End of Report\*\*\*



Meeting  
Date: 9/22/2025

Date: 08/21/2025

Item #: 13.

Dept.: Finance

**Consent Agenda**

**SUBJECT:**

Consider and take appropriate action on Resolution R-28-25, 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.

**BACKGROUND:**

The City’s Investment Policy requires an annual review. City Staff recommends renewing this policy as written. The only proposed amendment is related to the training language to be in compliance with state law. The investment policy is attached for review.

Author:  
Mary Wennerstrom, Finance Director

Reviewed:  
Mike Holder, City Manager

**Cost:**

**Funds Available:**

**Source:**

**Recommendation: Staff recommends approval of Resolution R-28-25 as presented.**

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

**RESOLUTION NO. R-28-25**

**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, AS AMENDED; APPROVING THE ADOPTION OF AN AMENDED CITY OF KAUFMAN INVESTMENT POLICY; PROVIDING FOR THE INCORPORATION OF PREMISES; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the 1999 Legislature of the State of Texas enacted House Bill 3009 amending the Public Funds Investment Act; and

**WHEREAS**, the Public Funds Investment Act, as amended, requires the City to adopt an investment policy by rule, order, ordinance, or resolution and review that policy annually; and

**WHEREAS**, the attached investment policy was amended and approved by the City Council on July 18, 2005, by Resolution R-18-05, and further amended by Council action on January 24, 2011, July 23, 2012, and September 22, 2025; and

**WHEREAS**, furthermore, the Public Funds Investment Act, as amended, requires the Treasurer, or the Director of Finance if not the Treasurer, and the Investment Officer of the City to attend investment training; and

**WHEREAS**, the City of Kaufman approves of the investment training course sponsored by the University of North Texas Center for Public Management and the Government Treasurers' Organization of Texas (GTOT); and

**WHEREAS**, the Treasurer, or the Director of Finance if not the Treasurer, and the Investment Officer of the City have attended an investment training course sponsored by the University of North Texas Center for Public Management and the Government Treasurers' Organization of Texas (GTOT), and such training is in compliance with the Public Funds Investment Act; and

**WHEREAS**, the current City of Kaufman Investment Policy was reviewed on September 1, 2025; and

**WHEREAS**, based on that review, the City desires to amend its current investment policy; and

**WHEREAS**, the attached investment policy complies with the Public Funds Investment Act, as amended, and authorizes the investment of City funds in safe and prudent investments.

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

**SECTION 1.** That the foregoing recitals are true and correct and are incorporated herein.

**SECTION 2.** That the City Council of the City of Kaufman has complied with the requirements of the Public Funds Investment Act, as amended, and the City of Kaufman Investment Policy attached hereinto as "Exhibit A" and incorporated as if set forth fully herein, is hereby adopted in its entirety to be the official investment policy of the City of Kaufman, effective September 30, 2025.

**SECTION 3.** This Resolution shall be cumulative of all other resolutions and shall not repeal any of the provisions of such resolutions except for those instances where there are direct conflicts with the provisions of this Resolution. Resolutions or parts thereof in force at the time this Resolution shall take effect and that are inconsistent with this Resolution are hereby repealed to the extent that they are inconsistent with this Resolution. Provided, however, that any complaint, action, claim, or lawsuit, which has been initiated or has arisen under or pursuant to such resolution on the date of adoption of this Resolution shall continue to be governed by the provisions of that resolution and for that purpose the resolution shall remain in full force and effect.

**SECTION 4.** This Resolution becomes effective immediately upon its passage and approval.

**PASSED AND APPROVED** this the 22<sup>nd</sup> day of September, 2025.

**CITY OF KAUFMAN**

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**JEFF JORDAN  
MAYOR**

**ATTEST:**

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**JESSIE HANKS  
CITY SECRETARY**

**APPROVED AS TO FORM:**

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**M. ANN MONTGOMERY  
CITY ATTORNEY**

**EXHIBIT A  
CITY OF KAUFMAN  
INVESTMENT POLICY**

**I. POLICY**

It is the policy of the City of Kaufman (City) that after allowing for the anticipated cash flow requirements of the City and giving due consideration to the safety and risk of investment, all available funds shall be invested in conformance with these legal and administrative guidelines and to the maximum extent possible, at the highest rates obtainable at the time of investment.

Effective cash management is recognized as essential to good fiscal management. Investment interest is a viable and material source of revenue to City funds. The City's investment portfolio shall be designed and managed in a manner designed to maximize this revenue source, to be responsive to public trust, and to be in compliance with legal requirements and limitations.

**II. PURPOSE**

The purpose of this investment policy is to comply with Public Funds Investment Act, Chapter 2256, Texas Local Government Code which requires each city to adopt a written investment policy regarding the investment of its funds and funds under its control. The Investment Policy addresses the methods, procedures and practices that must be exercised to ensure effective and judicious fiscal management of the City of Kaufman funds.

**III. SCOPE**

This Investment Policy shall govern the investment of all financial assets of the City of Kaufman. These funds are accounted for in the City's Comprehensive Annual Financial Report (CAFR) and include:

1. General Fund
2. Special Revenue Funds
3. Capital Projects Funds
4. Enterprise Funds
5. Trust and Agency Funds, to the extent not required by law or existing contract to be kept segregated and managed separately
6. Debt Service Funds, including reserves and sinking funds, to the extent not required by law or existing contract to be kept segregated and managed separately
7. Any new fund created by the City, unless specifically exempted from this Policy by the City Council or by law.

This policy shall also govern the investment of the financial assets of the Fire Pension Fund of the City of Kaufman, which is a separate legal and accounting entity, and is not accounted for in the City's CAFR.

This Investment Policy shall apply to all transactions involving the financial assets and related activity for all the foregoing funds.

This policy shall not govern funds that are managed under separate investment programs. Such funds currently include the City's participation in the Texas Municipal Retirement System and any deferred compensation programs administered for the benefit of the city by outside agencies. The City shall maintain responsibility for these funds only as required by State Law and the City Charter.

#### IV. PRUDENCE

The standard of prudence to be applied by the investment officer shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. This rule states that "Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived."

In determining whether an investment officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration:

- The investment of all funds, or funds under the City's control, over which the officer had responsibility rather than a consideration as to the prudence of a single investment.
- Whether the investment decision was consistent with the written investment policy of the City.

Investment Officers shall seek to act responsibly as custodians of the public trust and should avoid any transaction that might impair public confidence in the City's ability to govern effectively.

#### V. INVESTMENT OBJECTIVES

The City of Kaufman shall manage and invest its cash with four primary objectives, listed in order of priority: **safety, liquidity, public trust and yield, expressed as optimization of interest earnings.** The safety of the principal invested always

remains the primary objective. All investments shall be designed and managed in a manner responsive to the public trust and consistent with state and local law.

The City shall maintain a comprehensive cash management program which includes collection of accounts receivable, vendor payments in accordance with invoice terms, and prudent investment of available cash. Cash management is defined as the process of managing monies in order to ensure maximum cash availability and maximum earnings on short-term investment of pooled idle cash.

## **Safety**

Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit and interest rate risk.

- Credit Risk – The City will minimize credit risk, the risk of loss due to the failure of the security issuer or backer, by:
  - Limiting investments to the safest types of securities
  - Pre-qualifying the financial institutions and broker/dealers with which the City will do business
  - Diversifying the investment portfolio so that potential losses on individual securities will be minimized.
- Interest Rate Risk – the City will minimize the risk that the interest earnings and the market value of investments in the portfolio will fall due to changes in general interest rates, by:
  - Structuring the investment portfolio so that investments mature to meet cash requirements for ongoing operations, thereby avoiding the need to liquidate investments prior to maturity
  - Investing operating funds primarily in certificates of deposits, shorter-term securities, money market mutual funds, or local government investment pools functioning as money market mutual funds.
  - Diversifying maturities and staggering purchase dates to minimize the impact of market movements over time.

## **Liquidity**

The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that investments mature concurrently with cash needs to meet anticipated demands. Because all possible cash demands cannot be anticipated, a portion of the portfolio will be invested in shares of money market mutual funds or local government investment pools that offer same-day liquidity.

**Yield (Optimization of Interest Earnings)**

The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above. The core of investments is limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed.

**VI. RESPONSIBILITY AND CONTROL**

**Delegation of Authority**

Management responsibility for the Investment Program is assigned to the City Manager, with designation by him, as provided for in the City’s Home Rule Charter. The Director of Finance is hereby designated as the primary Investment Officer and is responsible for establishing a system of controls to regulate the activities of investment.

Investment procedures should include reference to the following: safekeeping agreements, repurchase agreements, wire transfer agreements, collateral agreements, depository service contracts, and agreements, broker/dealer selection criteria, and security bidding and purchase processes. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions.

No person may engage in an investment transaction or the management of funds except as provided under the terms of this Investment Policy as approved by the City Council. The Director of Finance shall be responsible for routine authorization and accounting of investments, with approvals by either the City Manager or Assistant City Manager. The Director of Finance shall establish a system of controls to regulate the activities of subordinates. The investment authority granted to the investing officers is effective until rescinded by the governing body.

The City Council shall designate by resolution one or more officers or employees as members of the Investment Advisory Committee assigned to review investment policies and procedures, investment strategies, and investment performance. Members of the committee shall demonstrate knowledge and expertise in the area of finance, investments, or cash management. The Committee shall elect the Chairman, and meetings shall be called as needed.

## **Quality and Capability of Investment Management**

The City shall provide periodic training in investments for the designated investment officers and other investment personnel through courses and seminars offered by professional organizations, associations, and other independent sources in order to insure the quality and capability of investment management in compliance with the Public Funds Investment Act.

## **Training Requirement**

The Director of Finance and any other designated investment officers must attend an initial, no less than, ten (10) hours of Public Funds Investment Act (PFIA) state statute approved training relating to their responsibilities within the first twelve (12) months after assuming the designation. Thereafter, each investment officer and persons designated to execute investment transactions shall attend not less than eight (8) hours of investment training once in a two-year period that begins on the first day of the City's current fiscal year and ends two consecutive fiscal years after that date. The investment training session shall be provided by an independent source approved by the City Council. For purposes of this policy, an "independent source" from which investment training shall be obtained shall include a professional organization, an institute of higher learning, or any other sponsor other than a business organization with whom the City of Kaufman may engage in an investment transaction. The Director of Finance and any other designated investment officers shall also comply with any continuing education or retraining requirement prescribed by law. Thereafter, ten hours of training must be completed every two years.

## **Internal Controls**

The Director of Finance is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the entity are protected from loss, theft, or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management.

Accordingly, the Director of Finance shall establish a process for annual independent review by an external auditor to assure compliance with policies and procedures. The internal controls shall address the following points.

- Control of collusion.
- Separation of transactions authority from accounting and record keeping.
- Custodial safekeeping.

- Avoidance of physical delivery securities.
- Clear delegation of authority to subordinate staff members.
- Written confirmation for telephone (voice) transactions for investments and wire transfers.
- Development of a wire transfer agreement with the depository bank or third party custodian.

### **Indemnification**

The investment officer, acting in accordance with written procedures and exercising due diligence, shall not be held personally responsible for a specific security's credit risk or market price changes, provided that these deviations are reported immediately and the appropriate action is taken to control adverse developments.

### **Ethics and Conflicts of Interest**

Officers and employees involved in the investment process shall refrain from personal business activity that would conflict with the proper execution and management of the investment program, or that would impair their ability to make impartial decisions. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio.

An investment officer of the City who has a personal business relationship with an organization seeking to sell an investment to the City shall file a statement disclosing that personal business interest. An investment officer who is related within the second degree by affinity or consanguinity to an individual seeking to sell an investment to the City shall file a statement disclosing that relationship. A statement required under this subsection must be filed with the Texas Ethics Commission and the governing body of the entity.

## **VII. SUITABLE AND AUTHORIZED INVESTMENTS**

### **Portfolio Management**

The City currently has a "buy and hold" portfolio strategy. Maturity dates are matched with cash flow requirements and investments are purchased with the intent to be held until maturity. However, investments may be liquidated before they mature if market conditions present an opportunity for the City to benefit from the trade. Investments may be liquidated for the following reasons:

- An investment with declining credit may be liquidated early to minimize loss of principal.
- An investment swap would improve the quality, yield, or target duration in the portfolio.
- Cash flow needs of the portfolio require that the investment be liquidated.

## **Investments**

Assets of the City of Kaufman may be invested in the following instruments; provided, however, that at no time shall assets of the City be invested in any instrument or security not authorized for investment under the Act, as the Act may from time to time be amended.

### **I. Authorized**

1. Obligations of the United States of America, its agencies and instrumentalities, rated not less than A or its equivalent by at least one nationally recognized investment rating firm.
2. Certificates of Deposit issued by a bank organized under Texas law, the laws of another state, or federal law, that has its main office or branch office in Texas, or by a savings and loan association or a savings bank organized under Texas, the laws of another state, or federal law, that has its main office or a branch office in Texas and that is guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or secured by obligations in a manner and amount provided by law for deposits of the City.
3. Fully collateralized direct repurchase agreements with a defined termination date secured by obligations of the United States or its agencies and instrumentalities. These shall be pledged to the City, held in the City's name, and deposited at the time the investment is made with the City or with a third party selected and approved by the City. Repurchase agreements must be purchased through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in Texas. A Master Repurchase Agreement must be signed by the bank/dealer prior to investment in a repurchase agreement. All repurchase agreement transactions will be on a delivery vs. payment basis. Securities received for repurchase agreements must have a market value greater than or equal to 110 percent at the time funds are disbursed.
4. Money Market Mutual funds that are 1) registered and regulated by the Securities and Exchange Commission, 2) have a dollar weighted average stated maturity of 90 days or less, 3) maintain a net asset value of \$1 for each share and 4) rated AAA by at least one nationally recognized rating

service.

5. Local government investment pools which 1) meet the requirements of Chapter 2256.019 of the Public Funds Investment Act 2) are rated no lower than AAA or an equivalent rating by at least one nationally recognized rating service and 3) are authorized by resolution or ordinance by the City Council.

All prudent measures will be taken to liquidate an investment that is downgraded to less than the required minimum rating. The City is not required to liquidate investments that were authorized investments at the time of purchase. Credit rating monitoring procedures shall be performed on a monthly basis; liquidation of investments may be required under provisions of the PFIA should rating drop below minimum requirement.

## II. Not Authorized

Under no circumstances shall investments be made in interest-only or principal-only strips of obligations with underlying mortgage-backed security collateral, or in collateralized mortgage obligations with an inverse floating interest rate or a final maturity date of over 2 years. Neither shall investments be made in obligations that are secured by these prohibited investments.

## III. Certification

Investments shall only be made with business organizations that have provided the City with a written instrument, executed by a qualified representative of the firm, acknowledging that the organization has:

- Received and reviewed the City's Investment Policy, and
- Implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the City and the organization that are not authorized by the City's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of the City's entire portfolio or requires an interpretation of subjective investment standards.

## VIII. INVESTMENT PARAMETERS

### Maximum Maturities

The longer the maturity of investments is, the greater its price volatility. Therefore, it is the City's policy to concentrate its investment portfolio in shorter-term securities in order to limit principal risk caused by changes in interest rates.

The City attempts to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the City will not directly invest in securities maturing more than twenty-four (24) months from the date of purchase. Because no secondary market exists for repurchase agreements, the maximum maturity shall be 120 days except in the case of a flexible repurchase agreement for bond proceeds. The maximum maturity for such an investment shall be determined in accordance with project cash flow projections and the requirements of the governing bond ordinance.

Each Fund portfolio will have a weighted average maturity of one (1) year or less. This dollar weighted average maturity will be calculated using the stated final maturity dates of each security.

**Diversification**

The City of Kaufman recognizes that investment risks can result from issuer defaults, market price changes or various technical complications leading to temporary illiquidity. Risk is controlled through portfolio diversification that shall be achieved by the following general guidelines:

- Limiting investments to avoid overconcentration in securities from a specific issuer or business sector (excluding U.S. Treasury securities and certificates of deposits that are fully insured and collateralized in accordance with state and federal law),
- Limiting investment in securities that have higher credit risks,
- Investing in securities with varying maturities, and
- Continuously investing a portion of the portfolio in readily available funds such as local government investment pools (LGIPs), money market funds or overnight repurchase agreements to ensure that appropriate liquidity is maintained in order to meet ongoing obligations.

The following maximum limits, by instrument, are established for the City’s total portfolio:

1. U.S. Treasury Securities.....	100%
2. Agencies and Instrumentalities .....	80%
3. Certificates of Deposit .....	50%
4. Repurchase Agreements .....	50%
5. Money Market Mutual Funds .....	50%
6. Authorized Pools .....	100%

## **IX. INVESTMENT STRATEGY BY FUND TYPE**

### **Operating Funds and Commingled Funds Containing Operating Funds**

Operating funds will have as their primary objective to support the goals of the investment policy on these funds for safety and assure that cash flows are matched with adequate liquidity while obtaining reasonable market yields. This will be accomplished by purchasing quality, short-term securities, liquid-securities in a laddered structure, or utilizing an investment pool. The dollar-weighted average will be 180 days or less to accomplish this goal. The portfolio shall be diversified to protect against credit and market risk in any one sector. Diversification requirements can be fully met through use of an authorized pool. Operating fund reserves or fund balances shall only be invested in securities that have a maximum maturity of 24 months or less, except when otherwise approved by council action.

#### **Debt Service**

Investment strategies for debt service funds shall have as the primary objective the guarantee of investment liquidity adequate to cover the debt service obligation on the required payment date. Investments will be made that will promise safety of principal and liquidity first and yield and diversification second. Securities purchased will not have maturity dates that exceed the next debt service payment date until the next debt service payment is fully funded, and in no instance will have a maximum weighted average maturity of six months.

#### **Debt Service Reserves**

Investments will have as the primary objective the ability to generate a dependable revenue stream to the appropriate debt service fund within the limits set forth by the bond ordinance or debt covenants specific to each individual bond issue.

Since this is one of the highest priorities of the City, securities will be chosen with the highest priorities of safety. Securities will be chosen for their maturity dates and not require the highest degree of diversification.

Securities purchased shall not have a stated final maturity date which exceeds the next debt service payment date until fully funded and shall be chosen secondarily with regard to yield and diversification.

Reserve funds will have the same primary objective but shall be further controlled with the purchase of securities carrying the highest yield available, within the desired maturity and quality range with a maximum weighted average maturity of six months.

## **Capital Project and Special Purpose Funds**

These funds will have as their primary objective to ensure that anticipated cash outflows are matched with adequate investment liquidity. No funds will be invested longer than the related anticipated expenditures.

These portfolios should have liquid securities to allow for unanticipated project expenditures or accelerated project outlays due to a better than expected or changed construction schedule. The dollar weighted average life of the portfolio should match the weighted expenditures of the liabilities. Funds invested for capital projects may be from bond proceeds that are subject to arbitrage rebate regulations.

The City will have an arbitrage rebate calculation performed annually to determine the income, if any, that has exceeded the arbitrage yield of the bonds. Any positive arbitrage income will be averaged over a five-year period and rebated to the Federal Government according to arbitrage regulations. A secondary objective of these funds is to achieve a yield equal to or greater than the arbitrage yield of the applicable bond.

## **X. SELECTION OF BANKS AND DEALERS**

### **Depository**

At least every five years, as allowed by State Law, a Depository shall be selected through the City's banking services procurement process, which shall include a formal request for proposal (RFP). The term of said banking services shall be for a maximum of an initial three (3) year term, with options to renew for either one (1) two-year term, or two (2) one-year terms. The selection of a depository will be determined by competitive bid and evaluation of bids will be based on the following selection criteria:

- The ability to qualify as a depository for public funds in accordance with state and local laws.
- The ability to provide requested information or financial statements for the periods specified.
- The ability to meet all requirements in the banking RFP and the investment policy.
- Complete response to all required items on the bid form
- Lowest net banking service cost, consistent with the ability to provide an appropriate level of service.
- The credit worthiness and financial stability of the bank.

### **Authorized Brokers/Dealers**

Authorized firms may include primary dealers, or regional dealers that qualify under Securities and Exchange Commission (SEC) Rule 15C3-1 (Uniform Net Capital Rule.) and qualified depositories.

All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the following as appropriate:

- Audited financial statements
- Completed broker/dealer questionnaire
- Certification of having read and understood the City's investment policy and agreeing to comply with the policy

The governing body must annually review, revise and adopt a list of qualified broker/dealers and financial institutions authorized to engage in investment transactions with the City.

### **Competitive Bids**

It is the policy of the City to require competitive bidding for any investment transaction, other than the investment of funds in a) an authorized pool, b) certificate of deposit through the depository bank, c) transactions with money market mutual funds, or d) treasury and agency securities purchased at issue through an approved broker/dealer or financial institution. The Director of Finance shall develop and maintain procedures for ensuring a competition in the investment of the City's funds. Investment transactions may be done orally, but followed by electronic or written confirmation. Funds will be authorized to be released after notification that the purchased security has been received. Written confirmation shall be received from the financial institution or broker/dealer. All investments purchased will be held in safekeeping at a third party custodial institution with a safekeeping receipt being sent to the City.

### **Delivery vs. Payment**

Securities shall be purchased using the **delivery vs. payment** method with the exception of local government investment pools and mutual fund transactions. Funds shall not be wired or paid until verification has been made that the Trustee received the correct security. The security shall be held in the name of the City or held on behalf of the City. The Trustee's records shall assure the notation of the City's ownership of or explicit claim on the securities. The original copy of all safekeeping receipts shall be delivered to the City.

## **XI. SAFEKEEPING OF SECURITIES**

### **Safekeeping Agreement**

The City shall contract with a bank or banks for the safekeeping of securities either owned by the City as part of its investment portfolio or held as collateral to secure demand or time deposits.

### **Safekeeping**

All securities owned by the City shall be held by its safekeeping agent, except the collateral for certificates of deposits in banks. The collateral for certificates of deposit in banks will be registered in the City's name in the bank's trust department or, alternatively, in a Federal Reserve Bank account in the City's name, or a third party bank in the City's name, at the City's discretion. Original safekeeping receipts shall be obtained.

### **Collateralization**

Consistent with the requirements of the Public Funds Collateral Act, it is the policy of the City to require full collateralization of all City investments and funds on deposit with a depository bank, other than investments which are obligations of the U.S. government and its agencies and instrumentalities. In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be 105% of market or par, whichever is lower. The market value of collateral will always equal or exceed the principal plus accrued interest of deposits at financial institutions. At its discretion, the City may require a higher level of collateralization for certain investment securities. Securities pledged as collateral shall be held by an independent third party with whom the City has a current custodial agreement. The Director of Finance is responsible for entering into collateralization agreements with third party custodians in compliance with this Policy. The agreements are to specify the acceptable investment securities for collateral, including provisions relating to possession of the collateral, the substitution or release of investment securities, ownership of securities, and the method of valuation of securities. A clearly marked evidence of ownership (safekeeping receipt) must be supplied to the City and retained. Collateral shall be reviewed at least weekly to assure that the market value of the pledged securities is adequate. Financial institutions, with which the City invests or maintains other deposits, shall provide monthly, and as requested by the Investment Officer, a listing of the collateral pledged to the City, marked to current market prices. The listing shall include total pledged securities itemized by name, type, description, par value, current market value, maturity date, and Moody's or Standard & Poor's rating, if applicable. The City and the financial institution shall jointly assume the responsibility for ensuring that the collateral is sufficient by type,

description, par value, current market value, maturity date, and Moody's or Standard & Poor's rating.

**Collateral Defined**

The City of Kaufman shall accept only the following securities as collateral:

- FDIC insurance coverage.
- A bond, certificate of indebtedness, including Mortgage-Backed Agency Securities guaranteed or insured by the United States or its Agencies and Instrumentalities, Treasury Notes of the United States, or other evidence of indebtedness of the United States that is guaranteed as to principal and interest by the United States.
- Obligations, the principal and interest on which, are unconditionally guaranteed or insured by the State of Texas.
- A bond of the State of Texas or of a county, city or other political subdivision of the State of Texas having been rated as investment grade (investment rating no less than "A" or its equivalent) by a nationally recognized rating agency with a remaining maturity of two (2) years or less.
- Surety Bonds that meet the requirements of the Public Funds Investment Act; or
- Federal Home Loan Bank Letters of Credit as defined by Chapter 116, Subchapter C of the Local Government Code and by Chapter 726, Acts of the 67<sup>th</sup> Legislature, Regular Session, 1981 (Article 2529b-1, Vernon's Texas Civil Statutes).

**Subject to Audit**

All collateral shall be subject to inspection and audit by the Director of Finance or the City's independent auditors.

**XII. PERFORMANCE**

**Performance Standards**

The City's investment portfolio will be managed in accordance with the parameters specified within this policy. The portfolio shall be designed with the objective of obtaining a rate of return through budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow requirements of the City.

**Performance Benchmark**

It is the policy of the City to purchase investments with maturity dates coinciding with cash flow needs. Through this strategy, the City attempts to optimized interest earnings utilizing allowable investments available on the market at that time. Market

value will be calculated on a quarterly basis on all securities owned and compared to current book value of those securities to determine portfolio performance during that period of time. The City's portfolio shall be designed with the objective of regularly meeting or exceeding the average rate of return on U.S. Treasury Bills at a maturity level comparable to the City's weighted average maturity in days.

### **XIII. REPORTING**

#### **Methods**

The Investment Officer shall prepare an investment report on no less than a quarterly basis that summarizes investment strategies employed in the most recent quarter and describes the portfolio in terms of investment securities, maturities, and shall explain the total investment return for the quarter.

The quarterly investment report shall include a summary statement of investment activity prepared in compliance with generally accepted accounting principals. This summary will be prepared in a manner which will allow the City to ascertain whether investment activities during the reporting period have conformed to the Investment Policy. The report will be provided to the City Manager and City Council. The report will include the following:

- A listing of individual securities held at the end of the reporting period.
- Unrealized gains or losses resulting from appreciation or depreciation by listing the beginning and ending book and market value of securities for the period.
- Additions and changes to the market value during the period.
- Average weighted yield to maturity of portfolio as compared to applicable benchmark.
- Listing of investments by maturity date.
- Fully accrued interest for the reporting period
- The percentage of the total portfolio which each type of investment represents.
- Statement of compliance of the City's investment portfolio with state law and the investment strategy and policy approved by the City Council.

An independent auditor will perform a formal annual review of the quarterly reports with the results reported to the governing body.

### **Marking to Market**

Market value of all securities in the portfolio will be determined on a quarterly basis. These values will be obtained from a reputable and independent source and disclosed to the governing body quarterly in a written report.

### **XIV. INVESTMENT POLICY ADOPTION**

The City of Kaufman investment policy shall be adopted by resolution of the City Council. It is the City's intent to comply with state laws and regulations. The City's investments policies shall be subject to revisions to stay current with changing laws, regulations, and needs of the City. The policy shall be reviewed annually by the City Council and any changes or modifications must be approved by the City Council.



THE STATE OF TEXAS           §  
  §       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF KAUFMAN         §

THIS AGREEMENT, effective the 1<sup>st</sup> day of October, 2025, by and between the CITY OF KAUFMAN, a municipal corporation, situated in Kaufman County, Texas, (hereinafter referred to as "City"), acting by and through its Mayor, and the Kaufman Economic Development Corporation, a Texas Non-Profit Corporation originally organized under Sec. 4A of Article 5190.6, Texas Civil Statutes, now Chapter 504 of the Local Government Code (the "Act"), (hereinafter referred to as "KEDC") acting by and through its President of the Board of Directors (the "Board"):

WITNESSETH:

I. TERM OF AGREEMENT:

This Agreement shall be effective as of October 1, 2025, and shall continue until September 30, 2026, unless sooner terminated in accordance with Section IV. The Agreement may be renewed upon mutual written agreement of the parties hereto.

II. CITY AGREES TO:

1. Provide administrative support, marketing and communications support, support from the City Secretary, records retention, and financial management services, including proprietary sales tax software, as needed, to the KEDC as requested by the KEDC Board or the KEDC's Executive Director; and
2. Serve as KEDC's Investment Officer as required by Texas Government Code Section 2256 and advise the KEDC, as needed, in conformity with Section 2256 and the KEDC's Investment Policy; and
3. Provide office space for the KEDC; and
4. Provide general liability and property insurance coverage for the KEDC's activities and property through its insurance carriers; and
5. Provide for the timely payment of the State Highway 34 Bypass debt service payments, including both parties' previously agreed upon portions of the total outstanding debt.

III. LEGAL ADVISOR:

Any expenses for legal services incurred by the KEDC will be paid by the KEDC. It is agreed and understood that these charges are not a part of this Agreement.

#### IV. KEDC AGREES TO:

1. Provide to the City, for the purpose of administering an economic development program, all necessary funds for said purposes enumerated in Section II. The total Agreement cost shall not exceed \$153,991.00, as set forth in Exhibit A, attached hereto and incorporated as if set forth fully herein, for the initial term of this Agreement, ending September 30, 2026.
2. Either party may terminate this Agreement upon written Notice of Termination to the other party as provided below. After receipt of a Notice of Termination, the City shall:
  - a) Stop work on the date as specified in the thirty (30) day Notice of Termination to the extent possible; and
  - b) Place no further orders or subcontracts except as may be necessary for completion of the work not terminated; and
  - c) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination in so far as possible.
3. After receipt of a Notice of Termination, KEDC shall pay all expenses incurred through the date of termination.

#### V. OFFICIALS NOT TO BENEFIT:

No public official of the governing body of the City or of KEDC who exercises any functions or responsibilities in the review or the approval of the undertaking or carrying out of any project hereunder, shall participate in any decision relating to the contract which affects his personal interest, nor shall he have any personal or pecuniary interest direct or indirect in this contract or proceeds thereof, without the filing of a Statement or Affidavit required by State Law for full disclosure in the Minutes of KEDC, and the subsequent approval of the Minutes of KEDC by the City Council.

#### VI. SEVERABILITY:

Should any provision of this Agreement be adjudged illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the legality, validity of enforceability of the Agreement as a whole or any sections, subsections, sentences, or clauses herein.

#### VI. EFFECTIVE DATE:

This Agreement shall be effective as of October 1, 2025.

IN WITNESS WHEREOF, the parties have executed this Agreement in the year and on the day of the acknowledgments below.

KAUFMAN ECONOMIC DEVELOPMENT CORPORATION:

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

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

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

CITY OF KAUFMAN, TEXAS:

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

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

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

ATTEST:

\_\_\_\_\_  
Jessie Hanks, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
M. Ann Montgomery, KEDC Attorney

STATE OF TEXAS       §  
                                  §  
COUNTY OF KAUFMAN §

This instrument was acknowledged before me on this \_\_\_ day of October, 2025, by \_\_\_\_\_, President of the Kaufman Economic Development Corporation, a corporation, on behalf of said agency.

\_\_\_\_\_  
Notary Public, State of Texas

My Commission expires \_\_\_\_\_

STATE OF TEXAS       §  
                                  §  
COUNTY OF KAUFMAN §

This instrument was acknowledged before me on this \_\_\_ day of October, 2025, by \_\_\_\_\_, the Mayor of the City of Kaufman, a municipal corporation of Kaufman County, Texas.

\_\_\_\_\_  
Notary Public, State of Texas

My Commission expires \_\_\_\_\_

Exhibit A

<b>City Administrative Services</b>	
Shared Marketing Position	\$ 43,480.00
Finance	\$ 3,600.00
City Secretary	\$ 3,500.00
Avenu Software	\$ 2,750.00
Insurance	\$ 560.00
Postage	\$ 100.00
Office Rent	\$ 1.00
TXDOT SH 34 Debt Service	\$ 100,000.00
<b>TOTAL</b>	<b>\$ 153,991.00</b>



Meeting  
Date: 9/22/2025

Date: 09/16/2025

Item #: 15.

Dept.: Finance

**Consent Agenda**

**SUBJECT:**

Consider and take appropriate action on the purchase of a Compact Track Loader through Sourcewell Cooperative Purchasing for an amount not to exceed \$89,003.00; and authorize the City Manager or his designee to execute necessary documents.

**BACKGROUND:**

The Public Works Department is requesting approval to purchase a Compact Track Loader through the Sourcewell Cooperative Purchasing Program in an amount not to exceed \$89,003.00. This equipment was discussed during the recent Budget Workshop and identified as a priority for improving efficiency in water utility operations. Funding for the purchase is available through the Water Fund as part of the approved FY budget.

The Compact Track Loader will enhance the City’s ability to complete maintenance and infrastructure projects in areas where larger equipment cannot be used, reducing reliance on contractors and supporting reliable service delivery. Purchasing through Sourcewell ensures compliance with procurement regulations while providing the benefit of competitive pricing.

Author:

Mary Wennerstrom, Finance Director

Reviewed:

Mike Holder, City Manager

**Cost:**

**Funds Available:**

**Source:**

**Recommendation: Staff recommends approval of the purchase of a Compact Track Loader through Sourcewell Cooperative Purchasing for an amount not to exceed \$89,003.00; and authorize the City Manager or his designee to execute necessary documents.**

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



DATE: Jul 31, 2025  
 QUOTE #:366559-02

**CITY OF KAUFMAN**  
 JORDAN ELDER  
 209 S WASHINGTON AVE  
 KAUFMAN, TEXAS 75142-2006

**Pemberton, Brent**  
 817.219.6187

**One (1) New Caterpillar Inc Model: 255 XPS Compact Track Loader (XPS Hi-Flow)**

SALE PRICE	\$89,003
EXT WARRANTY	Included
<b>TOTAL PRICE</b>	<b>\$89,003</b>

---

Quote Through Sourcewell Contract 011723 – Member 71074

**WARRANTY**

Standard Warranty: 24 Month/2000 Hour Total Machine Limited Warranty  
 Extended Warranty: 60 Month/3000 Hour Power Train + Hdraulics

**MACHINE SPECIFICATIONS**

DESCRIPTION	REF.#
255 05A COMPACT TRACK LOADER	586-0258
CAB PACKAGE, ULTRA	651-8304
HYDRAULICS, PERFORMANCE, (HP3)	585-9684
WORKLIGHTS,LED,FRONT/REAR/SIDE	579-2311
COMFORT PKG, ENCLOSED CAB,HVAC	585-9836
SEAT,AIR SUSPENSION,HEAT/VENT	585-9588
PACKAGE, TECHNOLOGY (T5)	601-6604
FAN, COOLING, DEMAND	585-9666
QUICK COUPLER, HYD, SELF LEVEL	586-0291
HOSE GUIDE, ATTACHMENT	640-5405
GUARDING / SEALING PKG, (HD1)	586-0092
IDLER WHEELS, TRIPLE FLANGE	642-3004
TRACK,RUBBER,400MM(15.7IN)BLCK	594-1464
STARTING PACKAGE, STANDARD	652-2073
FUEL, ELECTRIC PRIMING	590-1211
REAR LIGHTS	579-2312
DOOR, CAB, POLYCARBONATE	593-7244
INTEGRATED RADIO	651-8586
SEAT BELT, 2"	613-1924
PRODUCT LINK, CELLULAR PL243	579-2323
MOUNTING, FIRE EXTINGUISHER	594-1961
<b>279-5374 BUCKET-GP, 74", BOT</b>	INCLUDED
<b>353-1697 CARRIAGE, 46", FORKS, 48", SSL</b>	INCLUDED
<b>509-3696 BUCKET-IND.GR, 74", SSL, BOCE</b>	INCLUDED
<b>RIDE CONTROL</b>	586-0028



Meeting  
Date: 9/22/2025

Date: 09/16/2025

Item #: 16.

Dept.: Finance

**Consent Agenda**

**SUBJECT:**

Consider and take appropriate action on Resolution R-32-25, a resolution of the City Council of the City of Kaufman, Texas, approving an amendment to the City of Kaufman Purchasing Policy Guidelines ("Purchasing Policy"); and providing an effective date.

**BACKGROUND:**

The City of Kaufman’s Finance Department strives to keep its policies and procedures current by periodically reviewing and updating documents. At this time, the Finance Department proposed a few changes to the policy in order to comply with new state laws.

Author:

Mary Wennerstrom, Finance Director

Reviewed:

Mike Holder, City Manager

**Cost:**

**Funds Available:**

**Source:**

**Recommendation: Staff recommends approval of Resolution R-32-25 as presented.**

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

**RESOLUTION NO. R-32-25**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KAUFMAN, TEXAS, APPROVING THE ANNUAL REVIEW OF THE CITY OF KAUFMAN PURCHASING POLICY GUIDELINES (“PURCHASING POLICY”); AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council desires to ensure that the City of Kaufman Purchasing Policy Guidelines (“Purchasing Policy”) governing City purchases are operationally functional and consistent with state law; and

**WHEREAS**, City Staff reviewed the current Purchasing Policy on September 15, 2025, and found that the Purchasing Policy needed updating and has provided updates to the Purchasing Policy as set forth in **Exhibit A** hereto; and

**WHEREAS**, the City Council hereby approves the amendments to the City’s Purchasing Policy.

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

**SECTION 1.** That the foregoing recitals are true and correct and are incorporated herein.

**SECTION 2.** That the City of Kaufman Purchasing Policy Guidelines (“Purchasing Policy”) has been reviewed by City Staff, and that review resulted in a conclusion that the current Purchasing Policy needed updating at this time, which are outlined in **Exhibit A**, and is hereby accepted by the City Council.

**SECTION 3.** This Resolution shall be cumulative of all other resolutions and shall not repeal any of the provisions of such resolutions except for those instances where there are direct conflicts with the provisions of this Resolution. Resolutions or parts thereof in force at the time this Resolution shall take effect and that is inconsistent with this Resolution are hereby repealed to the extent that they are inconsistent with this Resolution. Provided, however, that any complaint, action, claim, or lawsuit, which has been initiated or has arisen under or pursuant to such resolution on the date of adoption of this Resolution shall continue to be governed by the provisions of that resolution and for that purpose, the resolution shall remain in full force and effect.

**SECTION 4.** This Resolution shall become effective immediately upon its passage and approval.

**PASSED AND APPROVED** this 22<sup>nd</sup> day of September 2025.

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**JEFF JORDAN  
MAYOR**

**ATTEST:**

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**JESSIE HANKS  
CITY SECRETARY**

**APPROVED AS TO FORM:**

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**M. ANN MONTGOMERY  
CITY ATTORNEY**

**EXHIBIT A  
PURCHASING POLICY GUIDELINES**

# City of Kaufman

## General Guidelines for Purchasing

1. **All** purchases of goods or services must be appropriate for City use and be the best possible value for the public dollar.
2. Purchases of less than **\$250** do not require prior approval from the Finance Department. Department heads are responsible for compliance with Item 1 above. Splitting of invoices to come under \$250 cap is strictly prohibited; department heads are responsible for training and education of staff on these purchasing guidelines.
3. For purchases greater than \$250, appropriate paperwork, a purchase order form, must be completed and submitted for administrative approval **BEFORE** purchases and/or commitments are made. Purchase orders are for future purchases.
4. Purchase order requests greater than \$3000 require price quotes from three or more vendors. If three prices are not available, note this on the purchase order with an explanation to avoid delays in approval. Supporting documentation for all quotes must be attached to the purchase order form. When using a government procurement service such as BuyBoard or HGACBuy, three quotes are not required, but are recommended. Additionally, dual approval by the City Manager/designee and the Finance Director is required. If the Finance Director is not available, the ACM or City Secretary must approve.
5. Vendor information should be complete, including physical and 'remit to' address, contact name, phone number, website, email, and the total expected purchase price. If using a vendor for the first time, IRS form W-9 is required; the vendor must submit the W-9 before payment processing.
6. **Emergency purchase order numbers will only be issued for true emergencies.** A true emergency is defined as "life threatening" or "a major disruption in services to our residents". Emergency requests less than \$3000 may be approved by the purchasing department. Emergency requests of \$3000 or more require prior approval from the City Manager, City Secretary, ACM, or Finance Director. (Paperwork for appropriate emergency purchases made outside of normal working hours such as weekends, evenings, and holidays may be submitted on the next regular business day.)
7. Allow ample time for approval when submitting purchase requisitions. Occasionally additional information is needed which may delay approval.
8. Invoices, packing slips, receipts, etc. with approval coding and signatures, should be forwarded promptly to the Finance Department (purchasing or accounts payable) for payment processing.
9. Invoices without supporting documentation (packing slip, etc.) that goods or services have been received must be initialed by the department head or supervisor to confirm receipt of goods or services.
10. Purchase orders for contractual items are not required (ex. Professional services). In addition, see attached list of approved exceptions that do not require a purchase order form.
11. Purchase requisitions for training & schools should include adequate information to determine total cost to the city. Information about lodging, meals and other travel expenses must first be submitted on the travel advance form and again on reimbursement form upon return; see travel form for list of supporting documentation requirements.
12. **Formal bids must be obtained for expenditures \$100,000 and above, and require City Council approval. All departments are encouraged to plan their purchases a minimum of six weeks in advance to allow time for the processing of complete bid specifications and meeting the legal requirement for advertisements. Formal bids must be advertised in the City's designated local newspaper for two consecutive weeks and may be opened the following week.**

13. Credit card purchases do not require a purchase order. However, a credit card pre approval form must be submitted and approved by finance before obtaining a credit card from Administration.
14. For purchasing matters not addressed in this policy, first consult with the Finance Director, City Manager or City Secretary/ACM.

# City of Kaufman

## Purchasing Quick Reference Chart

Updated May, 2013

Need Purchase Orders	Do Not Need Purchase Orders
books **	Appraisal District (contract)
dues & memberships **	animal disposal (contract)
equipment purchases	building inspections (contract)
equipment rental	cleaning service (Betty's)
film developing/purchasing over \$100	computer maint contract (USTI)
	copier lease contract (Xerox)
lab tests (Blanket PO)	copier maint contract (Xerox)
lodging/meals **	Datamatic (maint agreement on handhelds)
maintenance & repairs	engineering (contract)
	Fed Express
	FETN training tapes (contract)
phone - purchasing new equipment	filing fees at courthouse
schools/training **	Fire Dept - monthly transfer
	flowers, etc ordered by City Sec for funerals, e
supplies	folder/inserter (contract)
travel reimb (most cases)	food/health inspections (contract)
uniform purchases	forensic
	health insurance (contract) TML
	Hotel/Motel (Chamber of Commerce)
	IESI (garbage contract)
	Kaufman Herald (legal notices, etc.)
	KEDC - sales tax, etc
	legal expenses
	legal notices (Kaufman Herald, etc)
	North Texas Municipal Water (contract)
	Cell Phones
**Special circumstances may require	payroll deductions
payment in advance. May be submitted	Petty Cash
on check request; however, proper	phone - regular monthly bill
approval is <b>always</b> required before	physicals (pre-employment)
making commitment.	postage
	refunds (need supporting documents)
	Seized vehicles (towing, storage, etc)
	State Comptroller - fines, sales tax, etc
	TSM-IT
	Texas Municipal Retirement System
	uniform rental (contract)
	utilities - regular monthly bill
	warrant collected for other agency
NOTE: Items marked with an "X" do not require City Manager's signature on purchase requisition or check request. Approval of Finance Director or City Secretary/ACM is still required.	



Meeting  
Date: 9/22/2025

Date: 08/21/2025

Item #: 17.

Dept.: Administration

**Resolution**

**SUBJECT:**

Conduct a public hearing and consider and take appropriate action on Resolution R-29-25, a Resolution of the City Council of the City of Kaufman, Texas, approving an updated City of Kaufman Capital Improvements Plan for Fiscal Years 2026 through 2030.

**BACKGROUND:**

The City’s 5-Year Capital Improvement Plan (CIP) serves as a strategic framework for identifying, prioritizing, and funding essential infrastructure projects that enhance community well-being and support sustainable growth. Each year, staff reviews the CIP to assess the status of ongoing projects and to incorporate new proposals based on emerging community needs and opportunities.

The proposed 2025-2030 CIP reflects a comprehensive evaluation of current projects and prioritizes initiatives that address critical infrastructure demands, improve public services, and enhance the quality of life for residents. The prioritization process emphasizes factors such as community impact, cost-effectiveness, and alignment with the City’s long-term strategic goals.

Author:  
Mike Holder, City Manager

Reviewed:  
Mike Holder, City Manager

**Cost:**

**Funds Available:**

**Source:**

**Recommendation: Staff recommends approval of Resolution R-29-25 as presented.**

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

**RESOLUTION NO. R-29-25**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KAUFMAN, TEXAS, APPROVING THE CITY'S UPDATED CAPITAL IMPROVEMENTS PLAN FOR FISCAL YEARS 2026 THROUGH 2030; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council desires to update the Capital Improvements Plan setting forth the priorities for the City relating to capital improvements; and

**WHEREAS**, the City has set a public hearing to discuss and review the updated Capital Improvements Plan; and

**WHEREAS**, on or before the date of the first publication of the notice of the hearing, the updated Capital Improvements Plan was made available to the public; and

**WHEREAS**, the City Council held a public hearing to discuss the amendments to the Capital Improvements Plan; and

**WHEREAS**, the City Council has further investigated and determined, and hereby finds that it is in the best interests of the citizens of Kaufman to adopt such amendments to the Capital Improvements Plan.

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

**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 updated Fiscal Year 2026-2030 City of Kaufman Capital Improvements Plan, attached hereto and incorporated as if set forth fully herein as Exhibit "A".

**SECTION 3.** If any section, subsection, clause, phrase, or provision of this Resolution, or any application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void, or unconstitutional, the remaining sections, subsections, clauses, phrases and provisions of this Resolution, or any application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**SECTION 4.** This Resolution shall become effective immediately upon its passage and adoption in accordance with state law and Charter.

**PASSED AND APPROVED** this 22<sup>nd</sup> day of September, 2025.

---

**JEFF JORDAN  
MAYOR**

**ATTEST:**

---

**JESSIE HANKS  
CITY SECRETARY**

**APPROVED AS TO LEGAL FORM:**

---

**M. ANN MONTGOMERY  
CITY ATTORNEY**

**Exhibit A**  
**FY 2026-2030 City of Kaufman Capital Improvements Plan**

# CAPITAL IMPROVEMENT PROGRAM

PROJECT	PRELIMINARY COST	2026	FUNDING SOURCE	2027	FUNDING SOURCE	2028	FUNDING SOURCE	2029	FUNDING SOURCE	2030	FUNDING SOURCE
<b>STREET OVERLAY/REHAB (SALES TAX)</b>											
GROVE	\$ 449,000										
CRESTVIEW & ROYAL	\$ 7,795,000	\$ 5,800,000	17								
<b>STREET CONSTRUCTION</b>											
RAND/243 CONNECTOR	\$ 2,000,000					\$2,000,000	15				
S. DALLAS (MULBERRY TO 9TH)	\$ 8,500,000			\$4,250,000		\$4,250,000					
ADAMS LN	\$ 160,000	\$160,000	21								
<b>DRAINAGE IMPROVEMENTS</b>											
PARK STREET	\$ 1,250,000										
PHILLIPS STREET	\$ 1,500,000	\$ 950,000	17								
HOUSTON ST WIDENING	\$ 2,000,000	\$ 800,000	9	\$ 1,200,000	9						
10TH/CLAY/AUSTIN	\$ 4,723,240					\$ 2,361,620	16/17	\$ 2,361,620	16/17		
<b>WATER IMPROVEMENTS</b>											
JEFFERSON WATER LINE	\$ 80,000	\$80,000	21								
34 BYPASS WATER LINE	\$ 75,000	\$ 75,000	14								
<b>SEWER IMPROVEMENTS</b>											
LIFT STATIONS/GENERATORS	\$ 1,447,905	\$ 725,000	19/17	\$ 722,905	19/17						
ANN TO RAND	\$ 150,000			\$ 150,000							
WWTP IMPROVEMENTS	\$ 3,000,000	\$ 1,500,000	21	\$ 1,500,000	21						
ADD COVER OVER FILTER	\$ 45,000										
SLUDGE HOLDING PUMP TO SLUDGE BEDS	\$ 58,000										
SLUDGE BED REHAB	\$ 55,000										
SLUDGE HOLDING COARSE BUBBLE AERATION	\$ 195,000										
WWTP IMPROVEMENTS 2B	\$ 15,000,000					\$7,500,000		\$7,500,000			
WWTP IMPROVEMENTS 3A	\$ 15,000,000										
<b>FACILITIES</b>											
FIRE STATION REMODEL	\$ 2,100,000							\$2,100,000			
PUBLIC WORKS	\$ 8,000,000					\$2,000,000	21	\$ 6,000,000	21		
<b>PARKS</b>											
CITY LAKES ROAD & BOAT DOCK	\$ 500,000					\$ 500,000					
PROPERTY DEMO (TOWNS & DALE'S)	\$ 120,000			\$ 120,000							
KINGS FORT PARK	\$ 2,150,000				6	\$1,125,000	6/15	\$1,125,000	6/15		
HICKORY ST LINEAR PARK	\$ 1,500,000									\$1,500,000	
<b>APPARATUS</b>											
ENGINE	\$ 1,500,000									\$1,500,000	
LADDER TRUCK	\$ 2,000,000							\$2,000,000	21		
<b>DEVELOPMENT PROJECTS</b>											
FREEMAN FARM (\$268,000)											
FREEMAN FARM THOROUGHFARE	\$ 100,000			\$ 100,000							
FREEMAN FARM WATER LINE UPSIZE	\$ 168,000			\$ 168,000							
<b>TOTAL</b>	<b>\$ 107,609,507</b>	<b>\$10,090,000</b>		<b>\$ 8,710,905</b>		<b>\$ 21,106,620</b>		<b>\$ 23,015,287</b>		<b>\$ 3,000,000</b>	

# CAPITAL IMPROVEMENT PROGRAM

PROJECT	PRELIMINARY COST AVAILABLE FUNDS	2026	FUNDING SOURCE	2027	FUNDING SOURCE	2028	FUNDING SOURCE	2029	FUNDING SOURCE	2030	FUNDING SOURCE
<b>FUNDING SOURCES:</b>											
1-2018 CO (WWTP)	\$ -										
2-2020 CO	\$ -										
3-TxDOT OVERRUN REIMBURSEMENT	\$ 814,000										
4-STREET MAINT SALES TAX (5 year revenue forecast)	\$ 1,700,000										
5-TPWD PARK GRANT x2	\$ 1,500,000										
6-PID PARK Dev. Contribution (JWS - Kings fort Park)	\$ 1,470,750										
7-PARK DEDICATION FUNDS	\$ 924,000										
8-COUNTY ROAD BOND PROCEEDS	\$ 800,000										
9-TIRZ #2 REIMBURSEMENT	\$ 19,192,865										
10-2022 CO (PARK IMPROVEMENTS)	\$ 1,000,000										
11-CDBG (WATER TOWER IMPROVEMENTS)	\$ 339,630										
12-WATER FUND FB	\$ 2,231,130										
13-GENERAL FUND FB	\$ 2,403,220										
14-WATER IMPACT FEES	\$ 396,390										
15-STREET IMPACT FEES	1,531,315										
16-FEMA DRAINAGE GRANT	\$ 4,250,918										
17-2023 C.O. (STREETS, UTILITIES, STORM DRAINAGE)	\$ 8,505,173										
18-Utility Fund Capital Fund (new FY2024)	\$ 100,000										
19-FEMA LIFT STATION & GENERATORS GRANT	\$ 1,303,115										
20-INCLUSIVE PARK SPONSORSHIPS & DONATIONS	\$ 325,000										
21-2025 COs	\$ 5,007,567										
22-TIRZ #3 REIMBURSEMENT											
<b>TOTAL</b>	<b>\$ 53,795,073</b>										



**Meeting**  
**Date: 9/22/2025**

**Date: 09/09/2025**

**Item #: 18.**

**Dept.: Development**  
**Services**

**PZ Item**

**SUBJECT:**

Consider and take appropriate action on the **Site Plan for Kaufman Middle School**, situated on 50.31 acres of land (Property ID 189566) out of the D. Falcon Survey, Abstract No. 151, City of Kaufman, Kaufman County. The property is generally located at the northeast corner of South Houston Street and State Highway 34. (Case No: SP-06-25)

**BACKGROUND:**

See the attached September 2, 2025, Planning and Zoning Commission Report and attachments.

**Author:**  
Martin Mares, Senior Planner

**Reviewed:**  
Mike Holder, City Manager

**Cost:**

**Funds Available:**

**Source:**

**Recommendation: Staff recommends approval of the Site Plan for Kaufman Middle School**



## **Planning and Zoning Commission Report**

**Meeting Date: September 2, 2025**

**SUBJECT:** Consider and make a recommendation to City Council on the Site Plan for Kaufman Middle School, situated on 50.31 acres of land (Property ID 189566) out of the D. Falcon Survey, Abstract No. 151, City of Kaufman, Kaufman County. The property is generally located at the northeast corner of South Houston Street and State Highway 34. (Case No: SP-06-25)

### **BACKGROUND/SUMMARY:**

The subject property consists of 50.31 acres located at the northeast corner of South Houston Street and Highway 34 Bypass. The property is currently zoned PD-32, which was established in 2025. The proposed development includes a middle school, athletic field, agriculture barn, and tennis courts, while reserving a portion of the property for future development in Phase II.

### **Site Plan:**

The plans illustrate a school building oriented parallel to South Houston Street, along with tennis courts, an athletic field, a concession stand, an agriculture barn, parking areas, and open space to the east reserved for future development.

Access will be provided by two direct connections, one along State Highway 34 and the other along FM 1388. Internal circulation will be supported by a fire and utility easement connecting the south, west, and north sides of the property. This circulation route will also function as the student pick-up and drop-off area.

### **Permitted Uses:**

The Planned Development permits schools (public or parochial) and their associated uses, including football fields, tracks, tennis courts, agriculture barns, bus barns, concession stands, and similar facilities. The school and its associated uses are permitted by right within PD-32.

### **Off-Street Parking and Access:**

The off-street parking and loading requirements are:

- One (1) parking space for each 12 students (design capacity); and
- One (1) parking space for each four (4) seats in assembly areas.

Based on the PD's parking requirements, 324 parking spaces would be required. However, during the approval of the PD, the applicant's intent was to use the greater of the two parking calculations, which was reflected in the approval of the Planned Development. The applicant provided parking spaces on the conceptual plan and has not deviated from the number shown. The school provides 876 seats, which requires 219 parking spaces, with an additional five spaces required for the agriculture barn. In total, the applicant is providing 231 parking spaces.

**Landscaping**

The development complies with the City’s landscaping standards. The street frontage includes 71 trees and 1,419 shrubs. The interior parking areas require 29 trees, and 29 trees are provided. Additionally, 16 square feet of landscaping per parking space is required, and the applicant is exceeding this requirement.

**SURROUNDING ZONING AND EXISTING LAND USES:**

	<b>Zoning</b>	<b>Existing Land Use</b>
<b>North:</b>	<b>A-O</b>	<b>Kaufman High School and Kaufman Junior High School</b>
<b>West:</b>	<b>PD-18</b> (across street)	<b>Vacant Land, Children’s Shelter &amp; Kaufman Library</b>
<b>South:</b>	<b>No Zoning</b> (across street)	<b>Not located in the City of Kaufman</b>
<b>East:</b>	<b>A-O</b>	<b>Vacant Land and Residential Homes</b>



**COMPREHENSIVE PLAN:**

**Land Use Plan:**

The 2014 Future Land Use Plan designates the future land use of the subject property for Future Public uses. The requested Planned Development zoning is for a large school campus with commercial zoning as the base district.

**Thoroughfare Plan:**

State Highway 34 is designated as a “Type AA” major regional arterial bypass (4 lanes), with an ultimate right-of-way width of 240’. South Houston Street is designated as a “Type B” minor arterial (4 lanes), with an ultimate right-of-way width of 100’. The necessary right-of-way already exists at this location.

**RECOMMENDATION:**

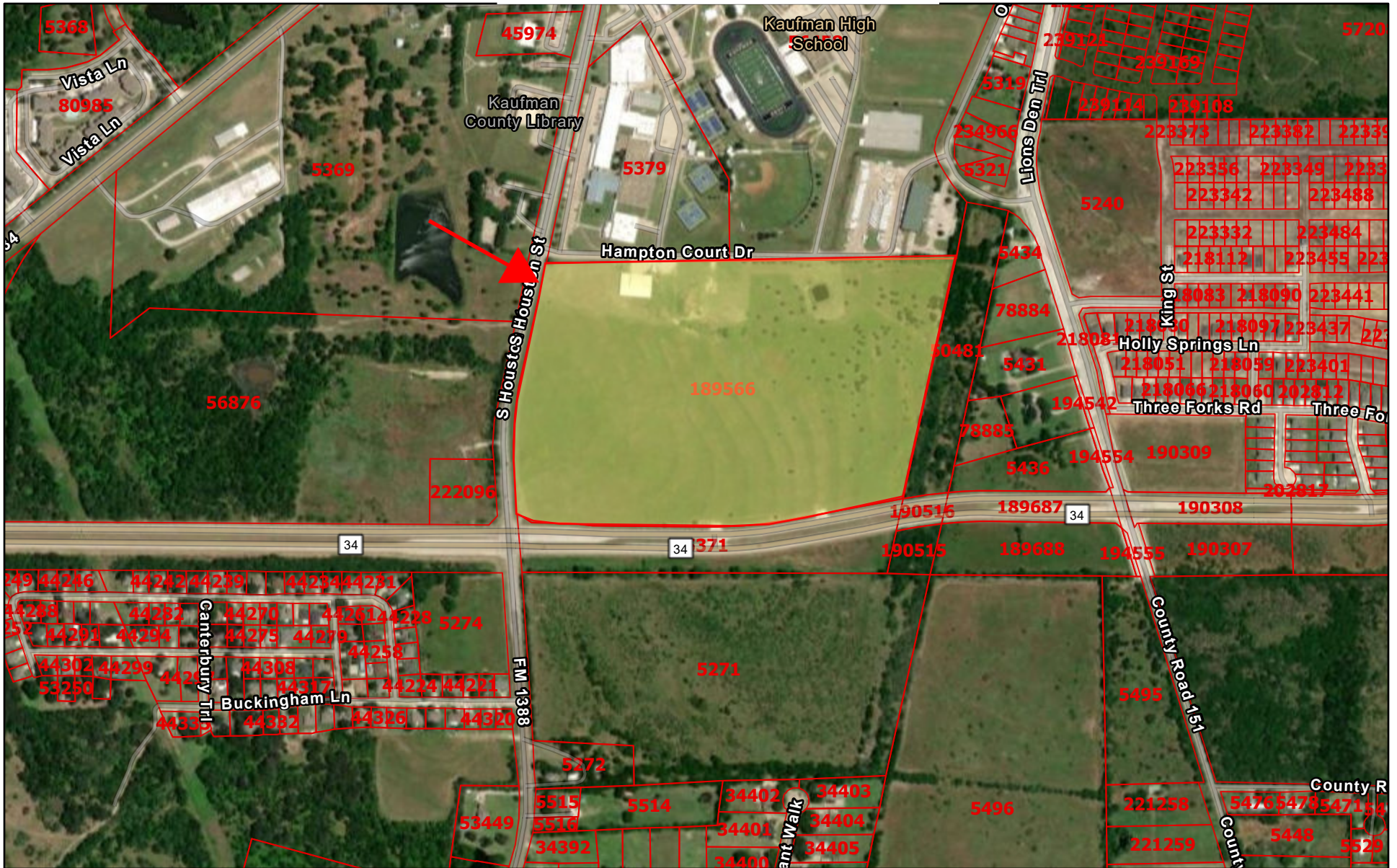
Staff recommends approval of the Site Plan for Kaufman Middle School.

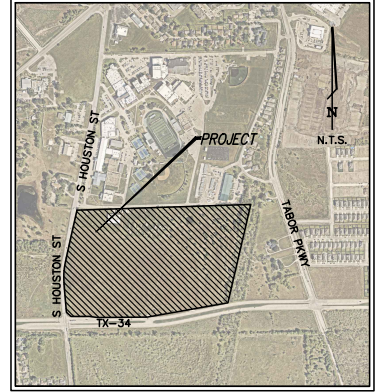
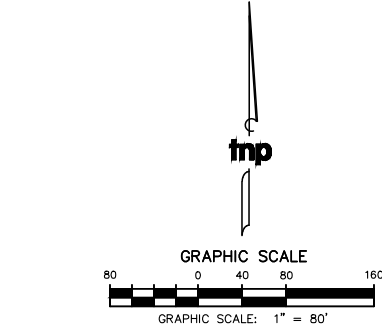
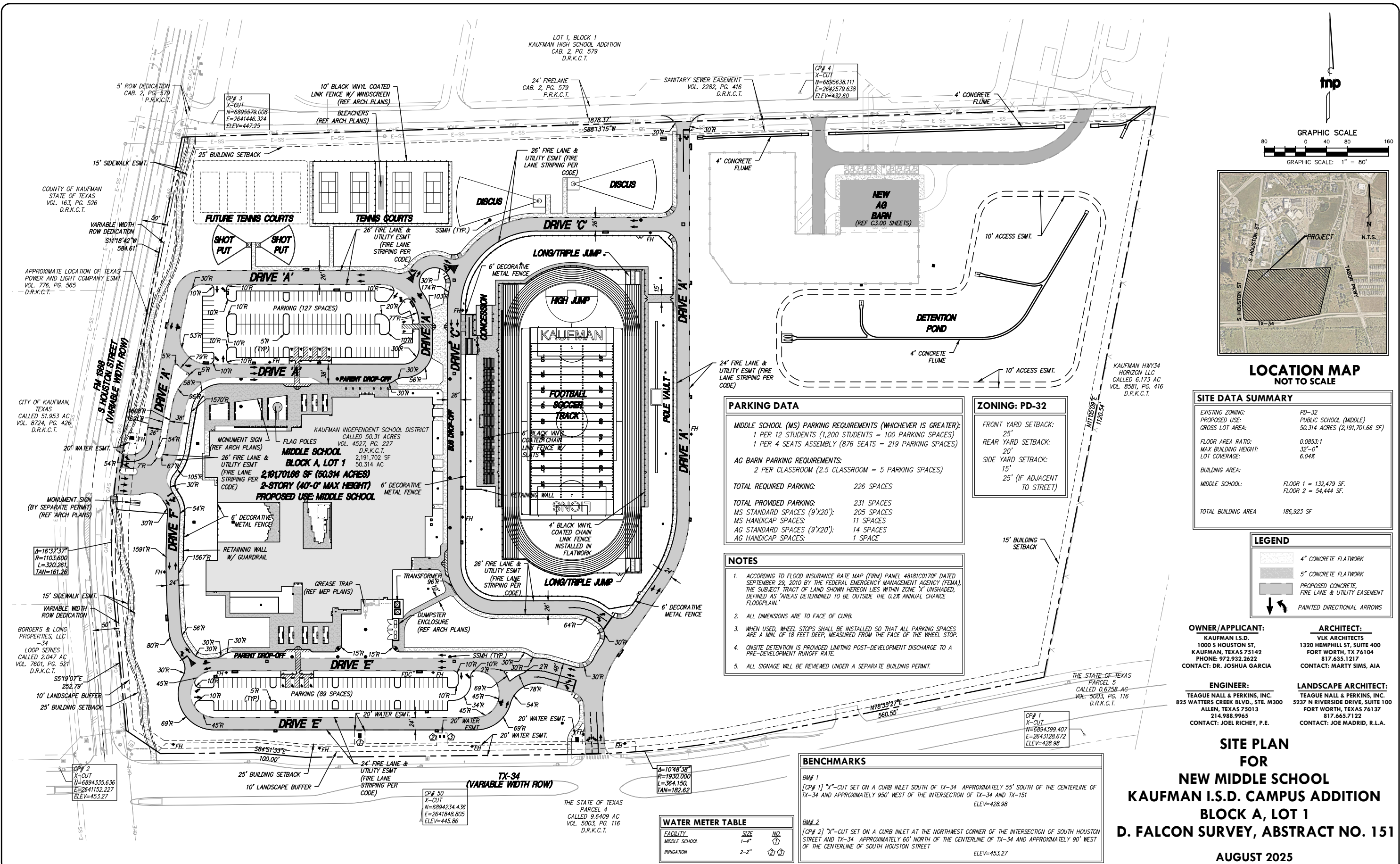
**ATTACHMENTS:**

- Location Map
- Exhibit A – Site Plan
- Exhibit B – Landscape Plan

Martin Mares  
 Senior Planner  
 972-932-2216 ext. 117  
 mmares@kaufmantx.org

# LOCATION MAP





**SITE DATA SUMMARY**

EXISTING ZONING:	PD-32
PROPOSED USE:	PUBLIC SCHOOL (MIDDLE)
GROSS LOT AREA:	50.314 ACRES (2,191,701.66 SF)
FLOOR AREA RATIO:	0.085:1
MAX BUILDING HEIGHT:	32'-0"
LOT COVERAGE:	6.04%
BUILDING AREA:	
MIDDLE SCHOOL:	FLOOR 1 = 132,479 SF. FLOOR 2 = 54,444 SF.
TOTAL BUILDING AREA:	186,923 SF

**PARKING DATA**

MIDDLE SCHOOL (MS) PARKING REQUIREMENTS (WHICHEVER IS GREATER):  
 1 PER 12 STUDENTS (1,200 STUDENTS = 100 PARKING SPACES)  
 1 PER 4 SEATS ASSEMBLY (876 SEATS = 219 PARKING SPACES)

AG BARN PARKING REQUIREMENTS:  
 2 PER CLASSROOM (2.5 CLASSROOM = 5 PARKING SPACES)

TOTAL REQUIRED PARKING: 226 SPACES

TOTAL PROVIDED PARKING: 231 SPACES

MS STANDARD SPACES (9'X20'): 205 SPACES  
 MS HANDICAP SPACES: 11 SPACES  
 AG STANDARD SPACES (9'X20'): 14 SPACES  
 AG HANDICAP SPACES: 1 SPACE

**ZONING: PD-32**

FRONT YARD SETBACK: 25'  
 REAR YARD SETBACK: 20'  
 SIDE YARD SETBACK: 15'  
 25' (IF ADJACENT TO STREET)

- NOTES**
- ACCORDING TO FLOOD INSURANCE RATE MAP (FIRM) PANEL 48181C0170F DATED SEPTEMBER 29, 2010 BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), THE SUBJECT TRACT OF LAND SHOWN HEREON LIES WITHIN ZONE 'X' UNSHADED, DEFINED AS 'AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.'
  - ALL DIMENSIONS ARE TO FACE OF CURB.
  - WHEN USED, WHEEL STOPS SHALL BE INSTALLED SO THAT ALL PARKING SPACES ARE A MIN. OF 18 FEET DEEP, MEASURED FROM THE FACE OF THE WHEEL STOP.
  - ONSITE DETENTION IS PROVIDED LIMITING POST-DEVELOPMENT DISCHARGE TO A PRE-DEVELOPMENT RUNOFF RATE.
  - ALL SIGNAGE WILL BE REVIEWED UNDER A SEPARATE BUILDING PERMIT.

**BENCHMARKS**

BM# 1  
 [CP# 1] "X"-CUT SET ON A CURB INLET SOUTH OF TX-34 APPROXIMATELY 55' SOUTH OF THE CENTERLINE OF TX-34 AND APPROXIMATELY 95' WEST OF THE INTERSECTION OF TX-34 AND TX-151  
 ELEV=428.98

BM# 2  
 [CP# 2] "X"-CUT SET ON A CURB INLET AT THE NORTHWEST CORNER OF THE INTERSECTION OF SOUTH HOUSTON STREET AND TX-34 APPROXIMATELY 60' NORTH OF THE CENTERLINE OF TX-34 AND APPROXIMATELY 90' WEST OF THE CENTERLINE OF SOUTH HOUSTON STREET  
 ELEV=453.27

**WATER METER TABLE**

FACILITY	SIZE	NO.
MIDDLE SCHOOL	1-4"	1
IRRIGATION	2-2"	2

**LEGEND**

- 4" CONCRETE FLATWORK
- 5" CONCRETE FLATWORK
- PROPOSED CONCRETE, FIRE LANE & UTILITY EASEMENT
- PAINTED DIRECTIONAL ARROWS

**OWNER/APPLICANT:** KAUFMAN I.S.D.  
 1000 S HOUSTON ST., SUITE 400  
 FORT WORTH, TX 76104  
 PHONE: 972.932.2622  
 CONTACT: DR. JOSHUA GARCIA

**ARCHITECT:** VLK ARCHITECTS  
 1320 HEMPHILL ST., SUITE 400  
 FORT WORTH, TX 76104  
 817.635.1217  
 CONTACT: MARTY SIMS, AIA

**ENGINEER:** TEAGUE NALL & PERKINS, INC.  
 825 WATTERS CREEK BLVD., STE. M300  
 ALLEN, TEXAS 75013  
 214.988.9965  
 CONTACT: JOEL RICHEY, P.E.

**LANDSCAPE ARCHITECT:** TEAGUE NALL & PERKINS, INC.  
 5237 N RIVERSIDE DRIVE, SUITE 100  
 FORT WORTH, TEXAS 76137  
 817.665.7122  
 CONTACT: JOE MADRID, R.L.A.

**SITE PLAN FOR NEW MIDDLE SCHOOL KAUFMAN I.S.D. CAMPUS ADDITION BLOCK A, LOT 1 D. FALCON SURVEY, ABSTRACT NO. 151**

AUGUST 2025

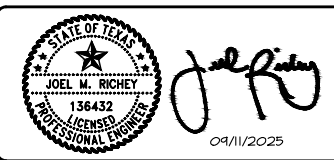
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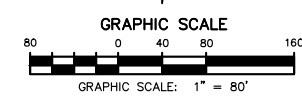
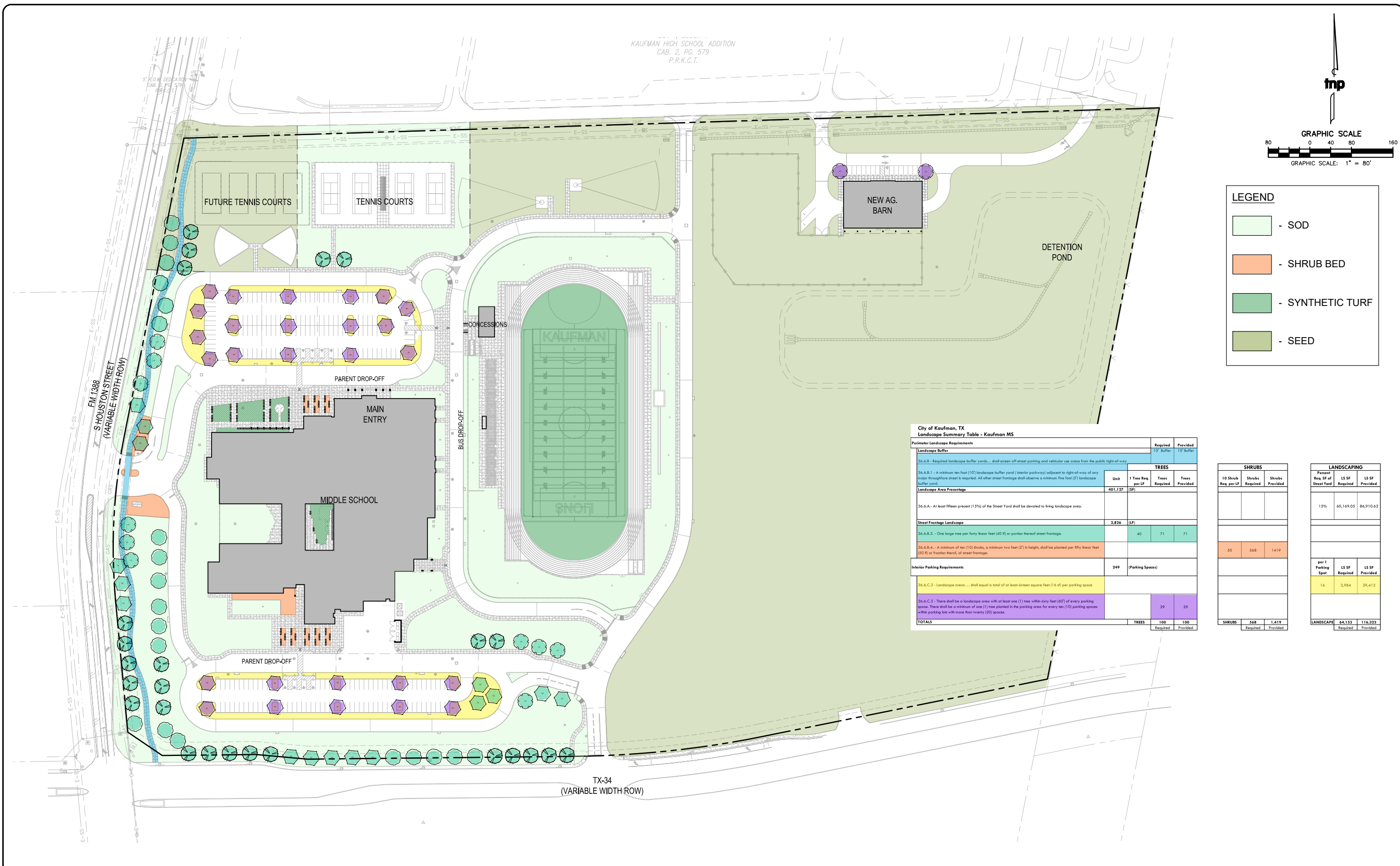


**teague nall & perkins**  
 825 Watters Creek Boulevard., Suite M300  
 Allen, Texas 75013  
 214.461.9867 ph 214.461.9864 fx  
 TBPE Registration No. F-230  
 www.tnpsc.com



City of Kaufman, Texas  
 Kaufman Independent School District  
**New Middle School**  
 CITY SITE PLAN

tnp project  
 VLK24489  
**C1.06**



**LEGEND**

- SOD
- SHRUB BED
- SYNTHETIC TURF
- SEED

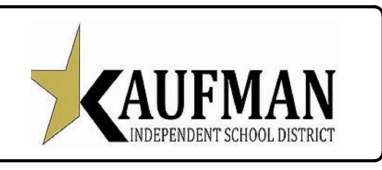
City of Kaufman, TX  
Landscape Summary Table - Kaufman MS

Perimeter Landscape Requirements		Required	Provided
Landscape Buffer		10' Buffer	10' Buffer
36.6.8 - Required landscape buffer yards... shall screen off-street parking and vehicular use areas from the public right-of-way			
36.6.8.1 - A minimum ten foot (10') landscape buffer yard (linear parkway) adjacent to right-of-way of any major throughfare street is required. All other street frontage shall observe a minimum five foot (5') landscape buffer yard.			
Landscape Area Percentage	401,137 (58%)		
36.6.A - At least fifteen percent (15%) of the Street Yard shall be devoted to living landscape areas.			
Street Frontage Landscape		2,826 (LF)	
36.6.8.3 - One large tree per forty linear feet (40 ft) or portion thereof street frontage.		40	71
36.6.8.4 - A minimum of ten (10) shrubs, a minimum two feet (2') in height, shall be planted per fifty linear feet (50 ft) or fraction thereof, of street frontage.			
Interior Parking Requirements		249 (Parking Spaces)	
36.6.C.2 - Landscape areas ... shall equal a total of at least sixteen square feet (16 sf) per parking space			
36.6.C.3 - There shall be a landscape area with at least one (1) tree within sixty feet (60') of every parking space. There shall be a minimum of one (1) tree planted in the parking area for every ten (10) parking spaces within parking lots with more than twenty (20) spaces.		29	29
<b>TOTALS</b>		<b>TREES</b> 100	100
		Required	Provided

SHRUBS			LANDSCAPING		
10 Shrub Req. per LF	Shrubs Required	Shrubs Provided	Percent Req. SF of Street Yard	LS SF Required	LS SF Provided
			15%	60,169.05	86,910.62
50	568	1419			
SHRUBS			LANDSCAPING		
per 1 Parking Spot	LS SF Required	LS SF Provided	LANDSCAPE	Required	Provided
16	3,984	29,412	64,153	116,323	
Required	Provided		Required	Provided	

no.	revision	by	date

ADDENDUM #1      08/05/25



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AUG 2025

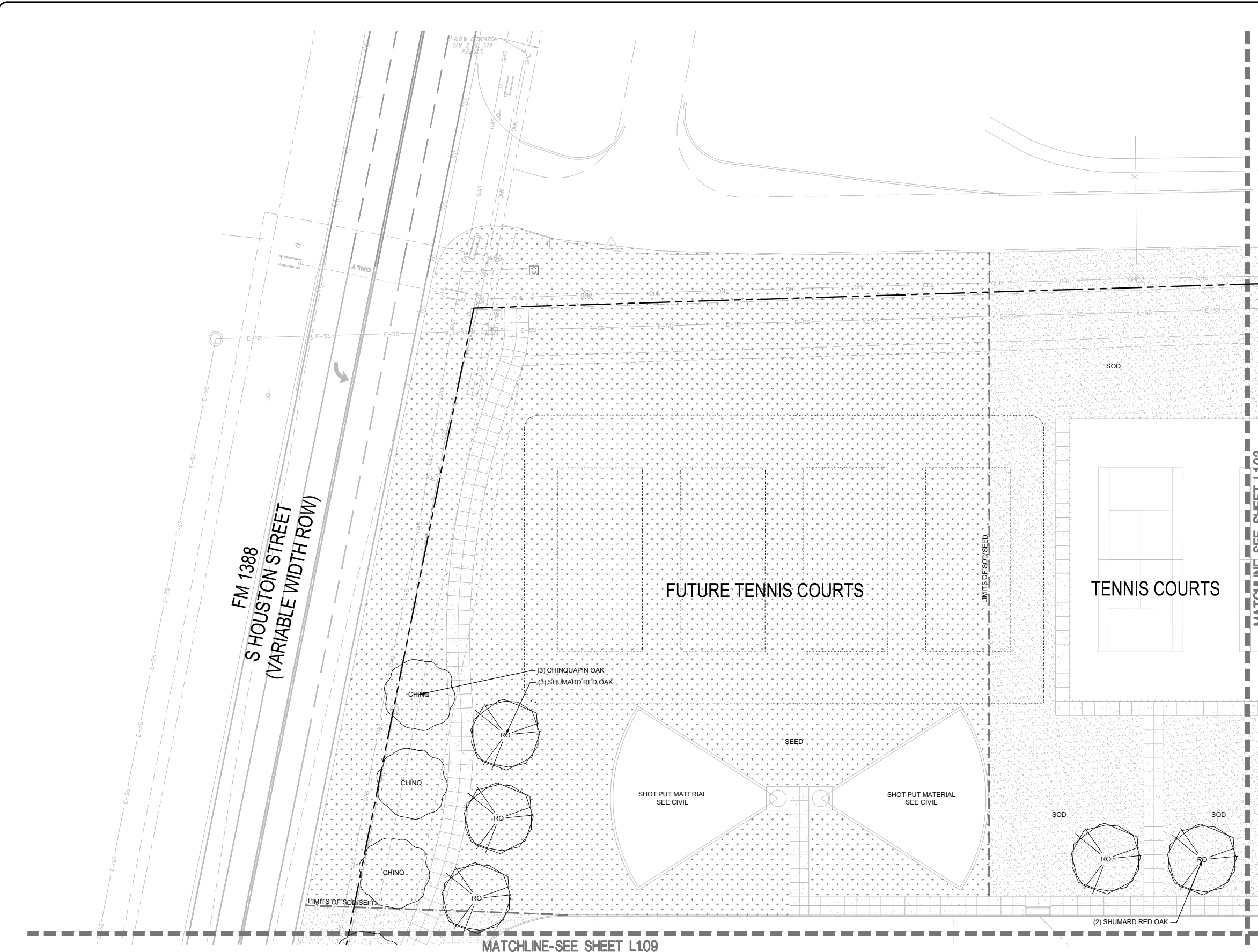


**teague nall & perkins**  
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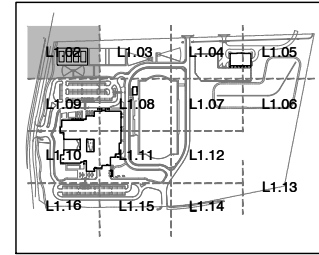
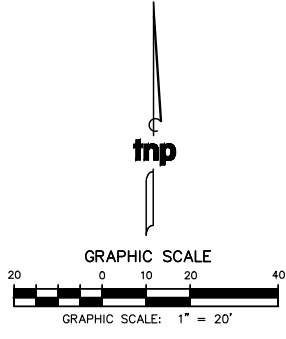


City of Kaufman, Texas  
Kaufman Independent School District  
**New Middle School**  
**OVERALL LANDSCAPE PLAN**

tnp project  
VLK24489  
**L1.01**



- PLANT KEY**
- | SYMBOL               | COMMON NAME                |
|----------------------|----------------------------|
| <b>CANOPY TREES</b>  |                            |
|                      | CEDAR ELM                  |
|                      | CHINQUAPIN OAK             |
|                      | LIVE OAK                   |
|                      | SHUMARD RED OAK            |
| <b>SHRUBS</b>        |                            |
|                      | BLACK-EYED SUSAN           |
|                      | GREEN CLOUD TEXAS SAGE     |
|                      | HARDY LANTANA              |
|                      | KALEIDOSCOPE GLOSSY ABELIA |
|                      | MEXICAN FEATHER GRASS      |
|                      | PURPLE CONEFLOWER          |
|                      | RED YUCCA                  |
| <b>GROUND COVERS</b> |                            |
|                      | DECOMPOSED GRANITE         |
| <b>SEED</b>          |                            |
|                      | BERMUDA HYDROMULCH         |
| <b>SOD</b>           |                            |
|                      | TIF 419 BERMUDA SOD        |



KEYPLAN

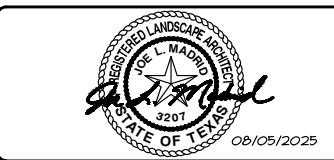
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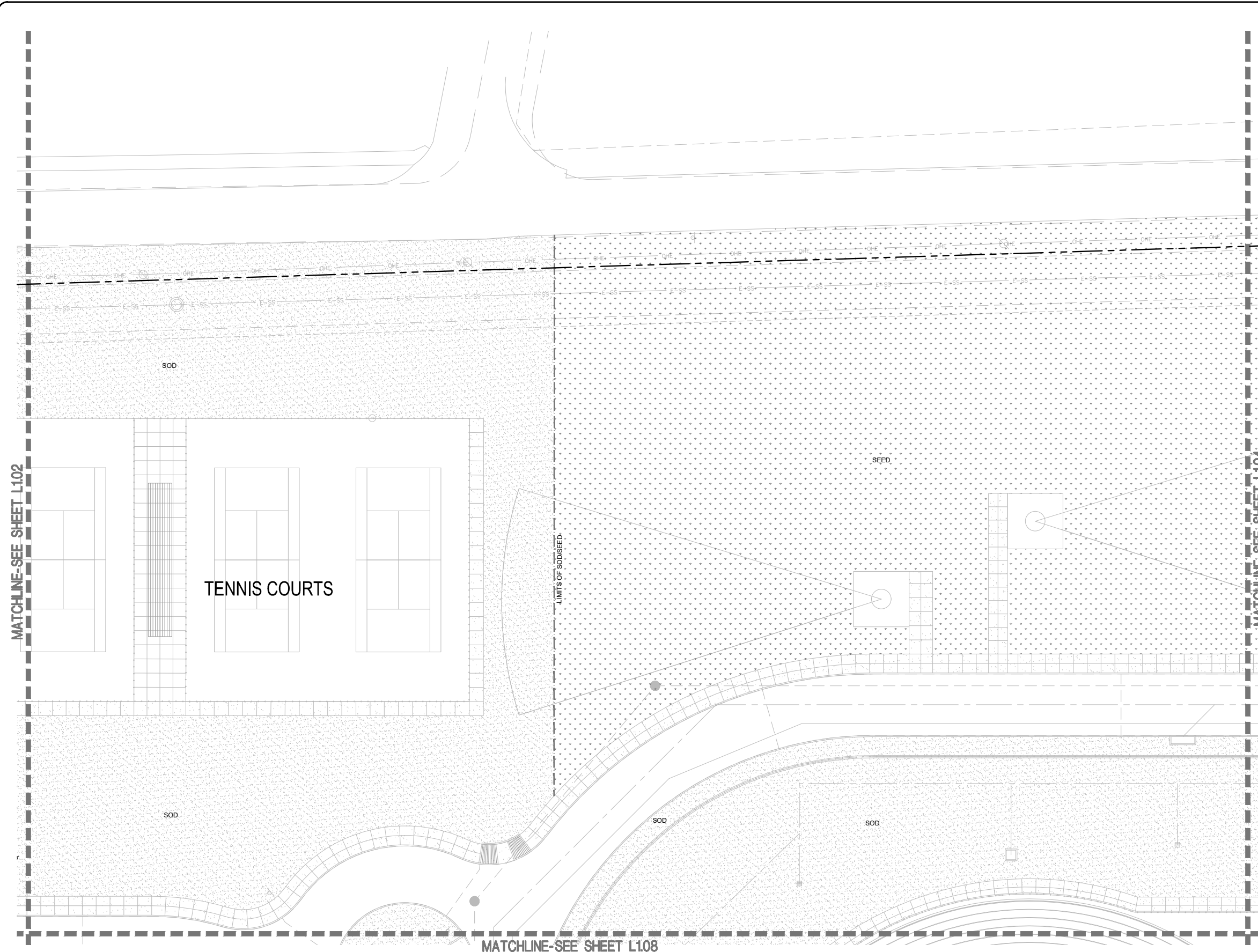


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City of Kaufman, Texas  
Kaufman Independent School District  
**New Middle School**  
LANDSCAPE PLAN





Inp project  
VLK24489  
**L1.02**










**PLANT KEY**

SYMBOL COMMON NAME





**CANOPY TREES**

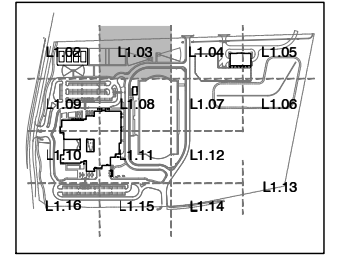
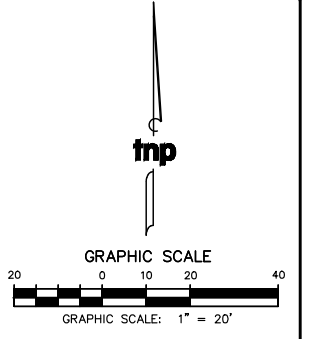
-  CEDAR ELM
-  CHINQUAPIN OAK
-  LIVE OAK
-  SHUMARD RED OAK

**SHRUBS**

-  BLACK-EYED SUSAN
-  GREEN CLOUD TEXAS SAGE
-  HARDY LANTANA
-  KALEIDOSCOPE GLOSSY ABELIA
-  MEXICAN FEATHER GRASS
-  PURPLE CONEFLOWER
-  RED YUCCA

**GROUND COVERS**

-  DECOMPOSED GRANITE
-  SEED
-  BERMUDA HYDROMULCH
-  TIF 419 BERMUDA SOD



ADDENDUM #1	08/05/25
no.	revision
by	date



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vert  
N/A  
date  
AUG 2025

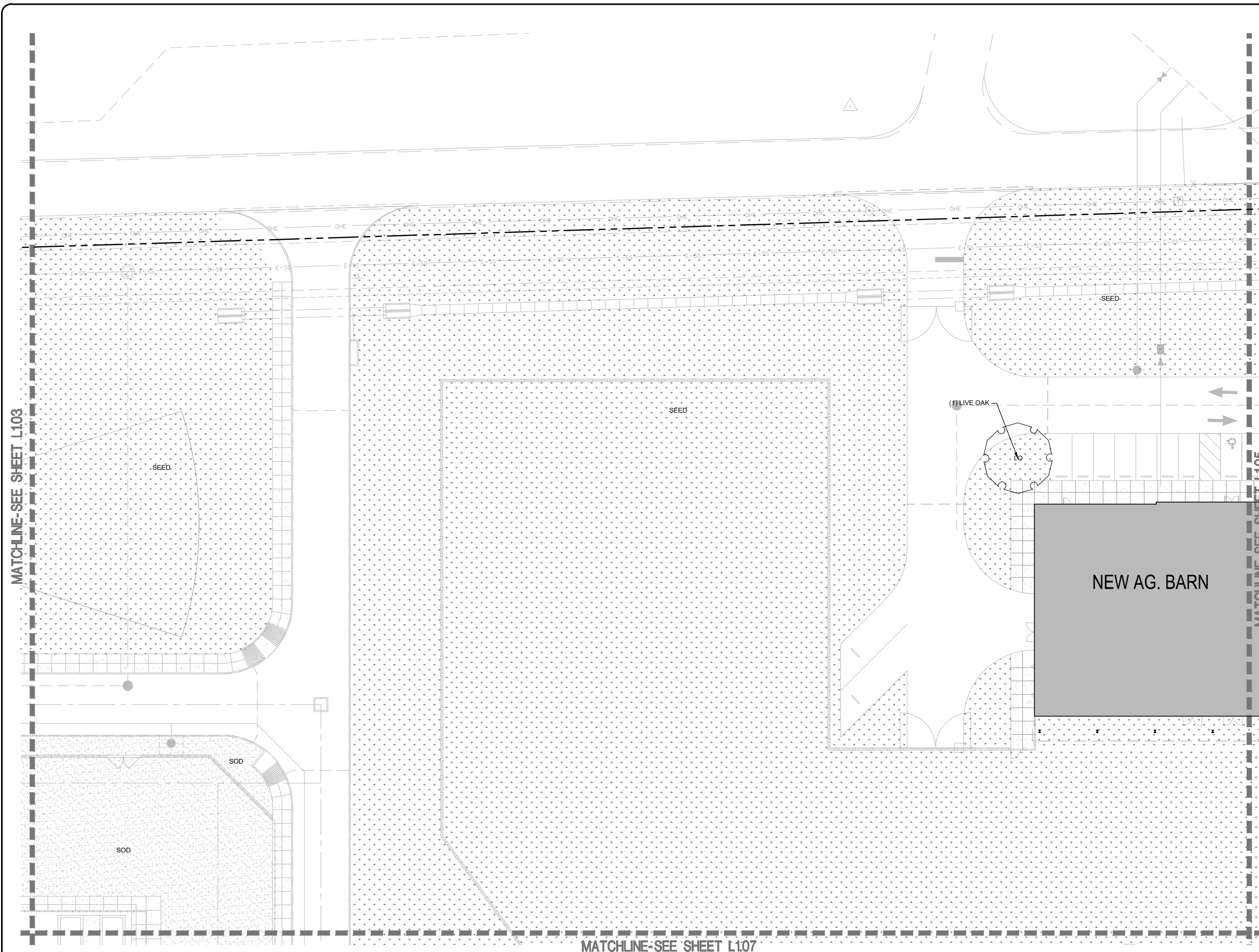


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City of Kaufman, Texas  
Kaufman Independent School District  
**New Middle School**  
LANDSCAPE PLAN

Inp project  
VLK24489  
**L1.03**



PLANT KEY

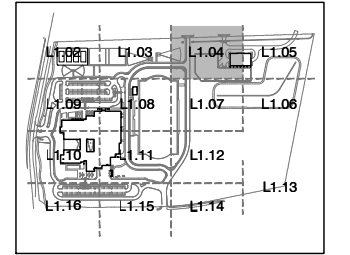
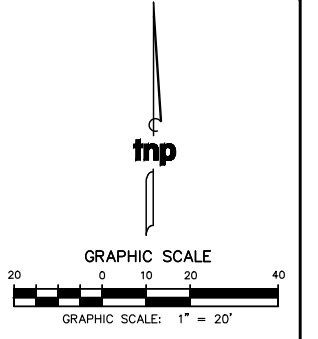
SYMBOL COMMON NAME

CANOPY TREES

- CEDAR ELM
  - CHINQUAPIN OAK
  - LIVE OAK
  - SHUMARD RED OAK
- SHRUBS
- BLACK-EYED SUSAN
  - GREEN CLOUD TEXAS SAGE
  - HARDY LANTANA
  - KALEIDOSCOPE GLOSSY ABELIA
  - MEXICAN FEATHER GRASS
  - PURPLE CONEFLOWER
  - RED YUCCA

GROUND COVERS

- DECOMPOSED GRANITE
- SEED
- BERMUDA HYDROMULCH
- TIF 419 BERMUDA SOD



ADDENDUM #1	08/05/25
no.	revision
by	date



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date  
AUG 2025

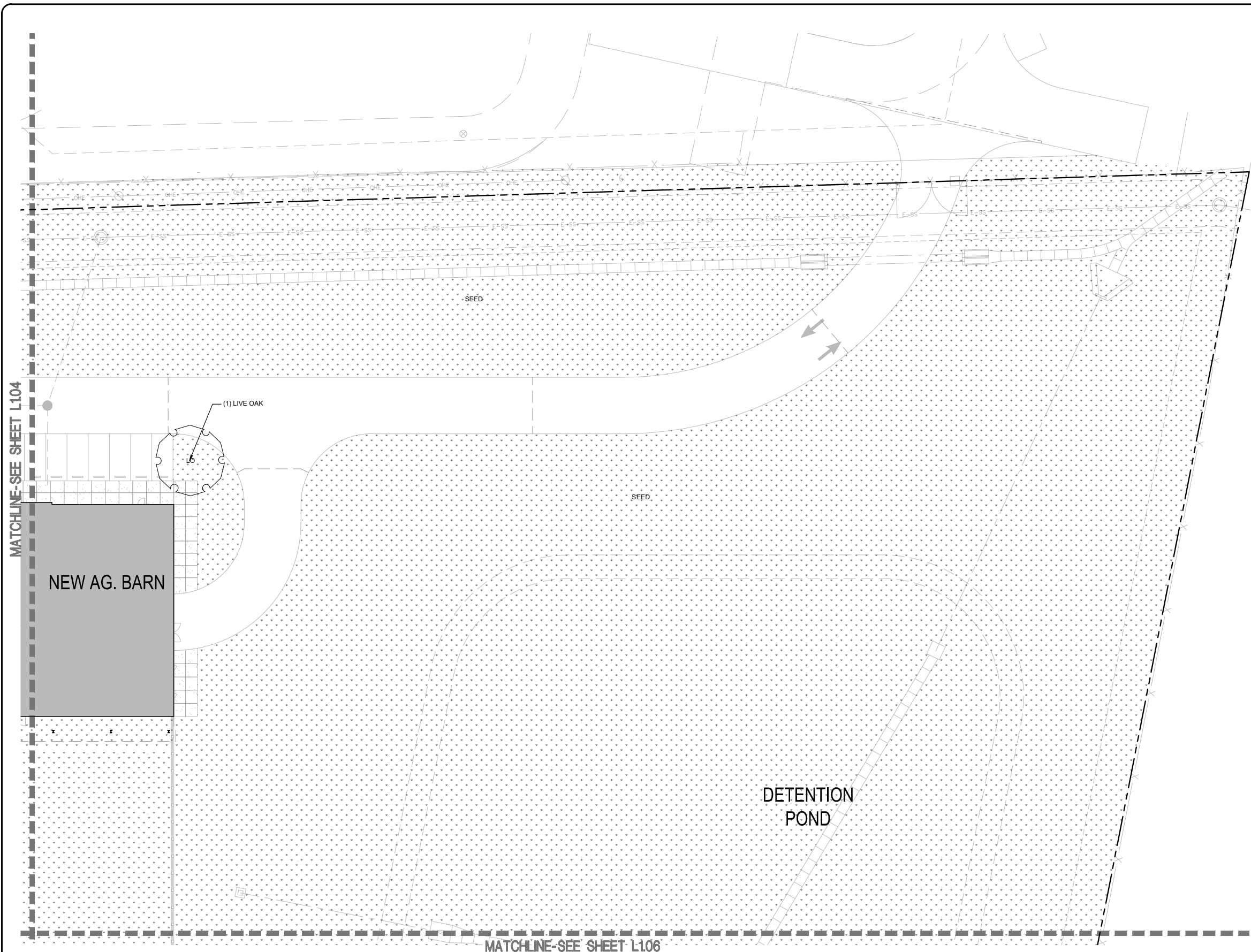


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Kaufman Independent School District
<b>New Middle School</b>
<b>LANDSCAPE PLAN</b>












Inp project VLK24489
<b>L1.04</b>








PLANT KEY

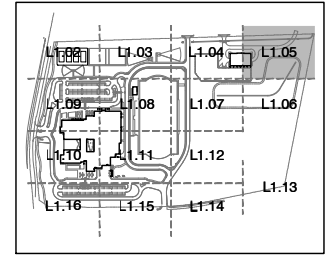
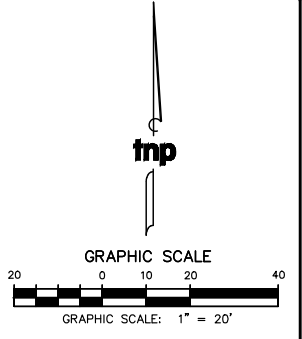
SYMBOL COMMON NAME

CANOPY TREES

-  CEDAR ELM
  -  CHINQUAPIN OAK
  -  LIVE OAK
  -  SHUMARD RED OAK
- SHRUBS
-  BLACK-EYED SUSAN
  -  GREEN CLOUD TEXAS SAGE
  -  HARDY LANTANA
  -  KALEIDOSCOPE GLOSSY ABELIA
  -  MEXICAN FEATHER GRASS
  -  PURPLE CONEFLOWER
  -  RED YUCCA

GROUND COVERS

-  DECOMPOSED GRANITE
-  SEED
-  BERMUDA HYDROMULCH
-  SOD
-  TIF 419 BERMUDA SOD



KEYPLAN

ADDENDUM #1	08/05/25
no.	revision
by	date



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horiz  
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vert  
N/A  
date  
AUG 2025

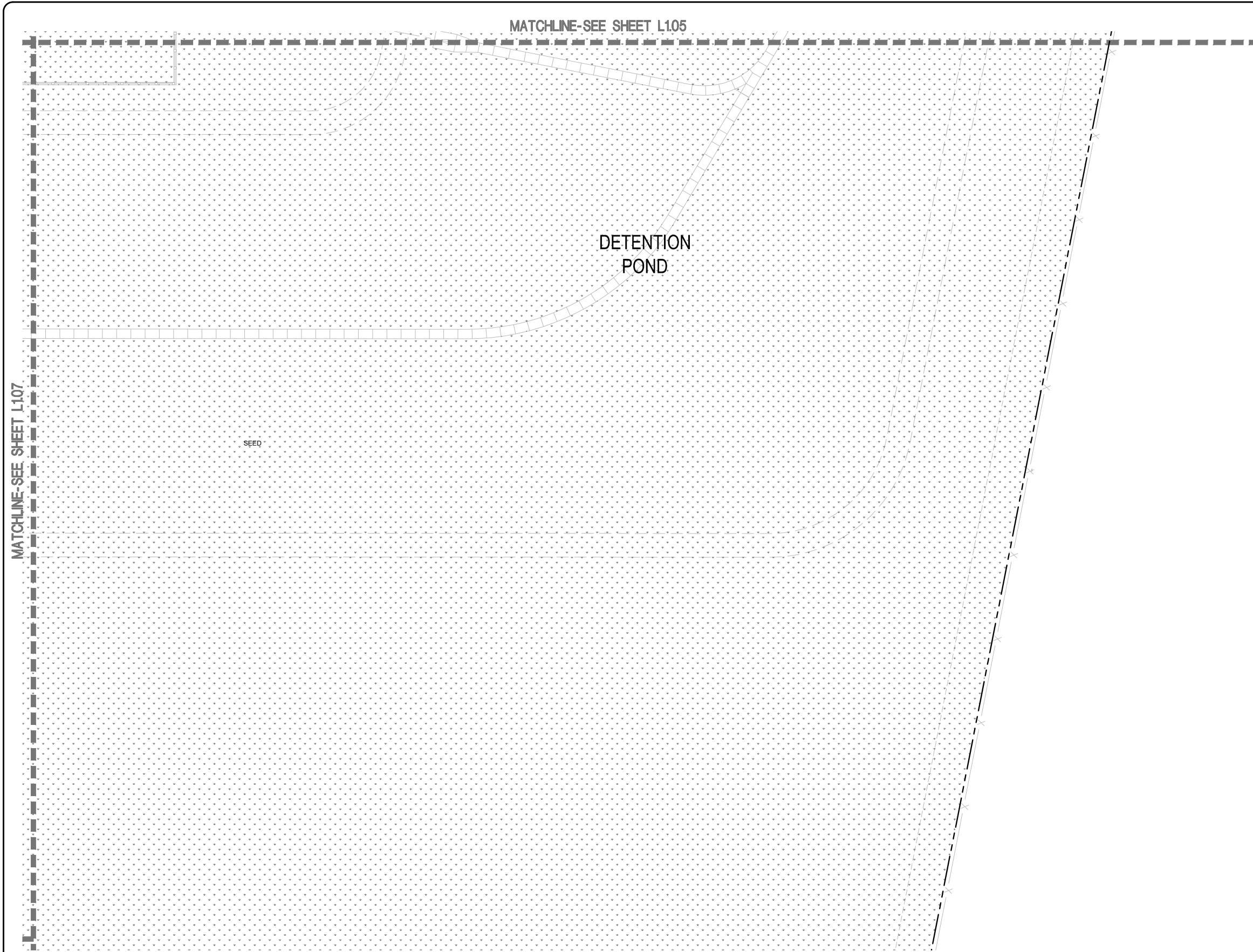


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LANDSCAPE PLAN





Inp project  
VLK24489  
**L1.05**










PLANT KEY

SYMBOL COMMON NAME




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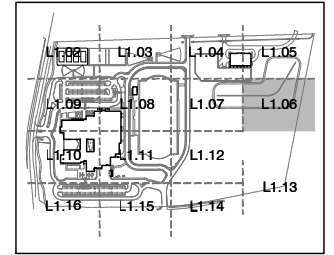
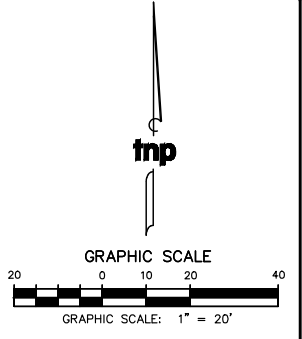
-  CEDAR ELM
-  CHINQUAPIN OAK
-  LIVE OAK
-  SHUMARD RED OAK

SHRUBS

-  BLACK-EYED SUSAN
-  GREEN CLOUD TEXAS SAGE
-  HARDY LANTANA
-  KALEIDOSCOPE GLOSSY ABELIA
-  MEXICAN FEATHER GRASS
-  PURPLE CONEFLOWER
-  RED YUCCA

GROUND COVERS

-  DECOMPOSED GRANITE
- SEED**
-  BERMUDA HYDROMULCH
- SOD**
-  TIF 419 BERMUDA SOD



KEYPLAN

ADDENDUM #1	08/05/25		
no.	revision	by	date



scale  
horiz  
1"=20'  
vert  
N/A  
date  
AUG 2025



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**New Middle School**  
LANDSCAPE PLAN

Inp project  
VLK24489  
**L1.06**





MATCHLINE-SEE SHEET L1.04

MATCHLINE-SEE SHEET L1.08








PLANT KEY

SYMBOL COMMON NAME






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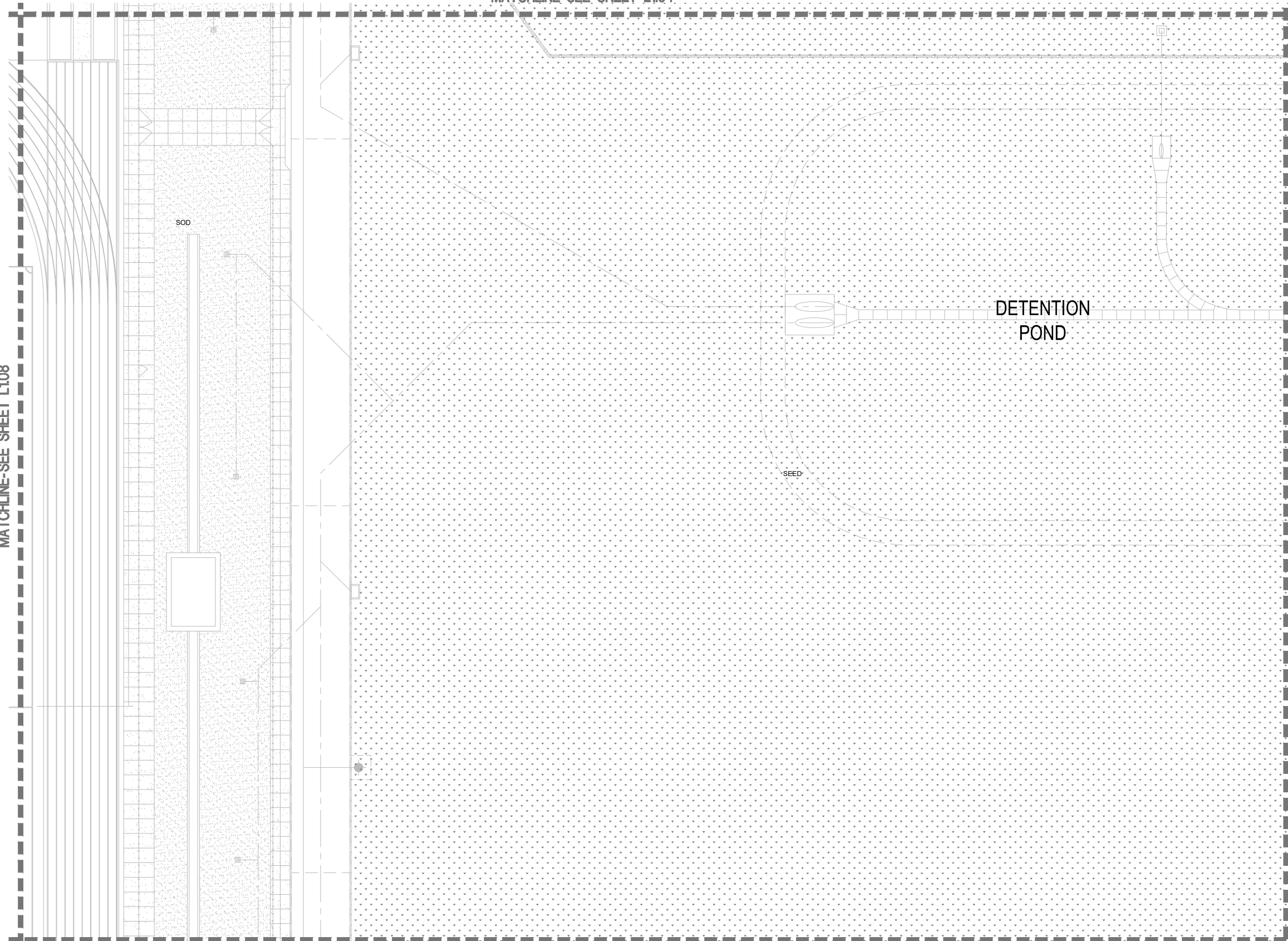
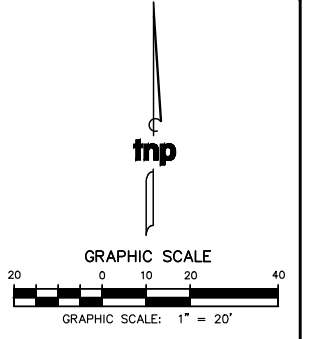
-  CEDAR ELM
-  CHINQUAPIN OAK
-  LIVE OAK
-  SHUMARD RED OAK

SHRUBS

-  BLACK-EYED SUSAN
-  GREEN CLOUD TEXAS SAGE
-  HARDY LANTANA
-  KALEIDOSCOPE GLOSSY ABELIA
-  MEXICAN FEATHER GRASS
-  PURPLE CONEFLOWER
-  RED YUCCA

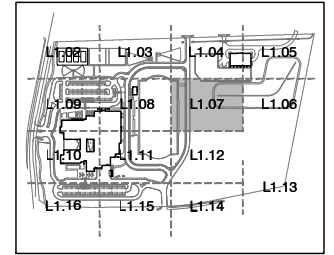
GROUND COVERS

-  DECOMPOSED GRANITE
-  SEED
-  BERMUDA HYDROMULCH
-  SOD
-  TIF 419 BERMUDA SOD



MATCHLINE-SEE SHEET L1.12

DETENTION POND



KEYPLAN

ADDENDUM #1	08/05/25
no.	revision
by	date



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horiz  
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N/A  
date  
AUG 2025

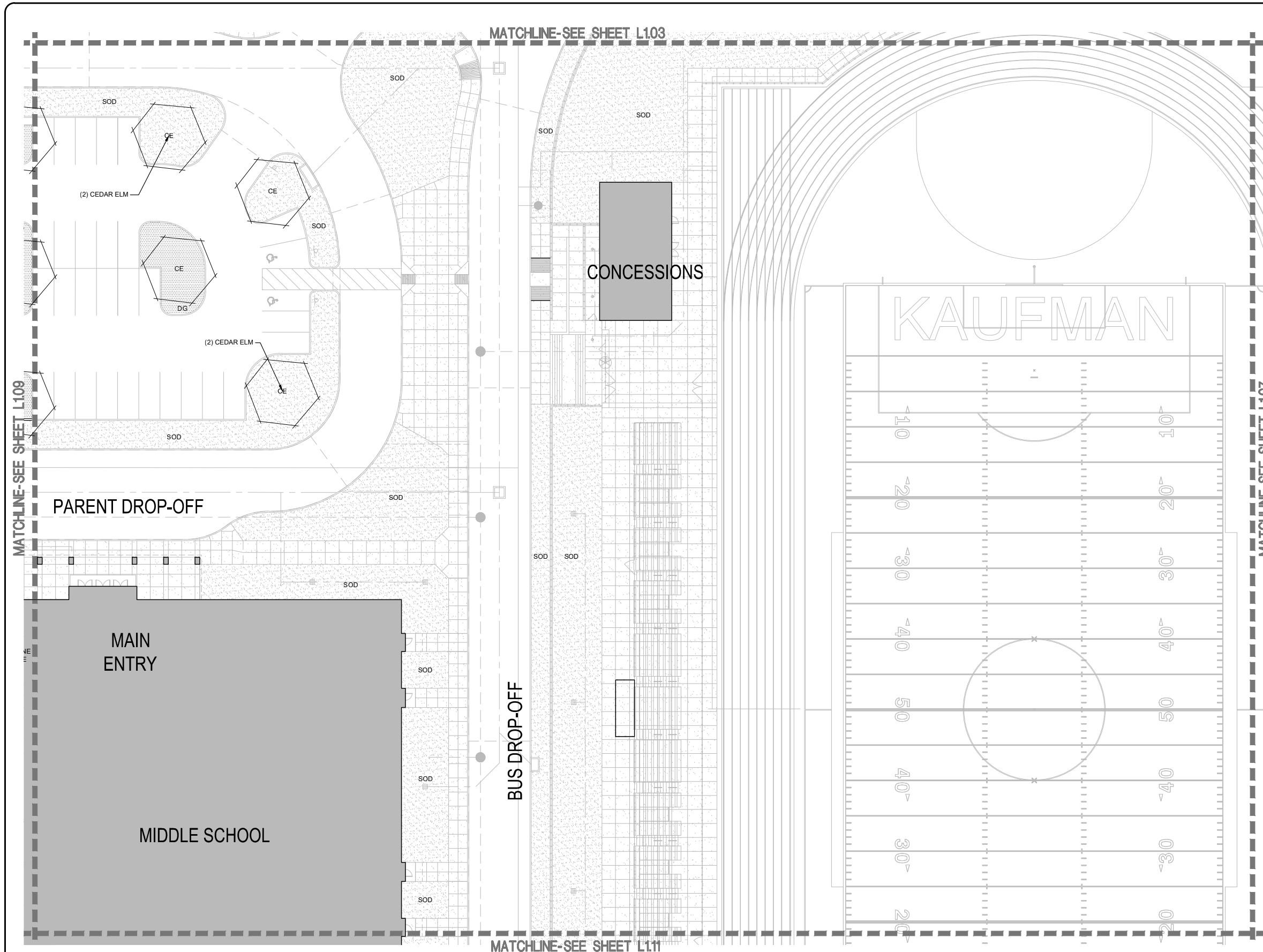


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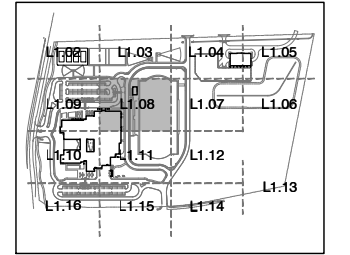
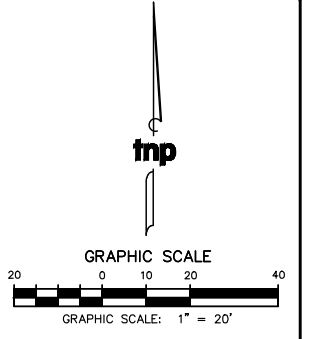
City of Kaufman, Texas  
Kaufman Independent School District  
**New Middle School**  
LANDSCAPE PLAN

Inp project  
VLK24489  
**L1.07**



**PLANT KEY**

SYMBOL	COMMON NAME
<b>CANOPY TREES</b>	
	CEDAR ELM
	CHINQUAPIN OAK
	LIVE OAK
	SHUMARD RED OAK
<b>SHRUBS</b>	
	BLACK-EYED SUSAN
	GREEN CLOUD TEXAS SAGE
	HARDY LANTANA
	KALEIDOSCOPE GLOSSY ABELIA
	MEXICAN FEATHER GRASS
	PURPLE CONEFLOWER
	RED YUCCA
<b>GROUND COVERS</b>	
	DECOMPOSED GRANITE
<b>SEED</b>	
	BERMUDA HYDROMULCH
<b>SOD</b>	
	TIF 419 BERMUDA SOD



KEYPLAN

ADDENDUM #1	08/05/25		
no.	revision	by	date



scale  
horiz  
1"=20'  
vert  
N/A  
date  
AUG 2025



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Kaufman Independent School District  
**New Middle School**  
LANDSCAPE PLAN





Inp project  
VLK24489  
**L1.08**

MATCHLINE-SEE SHEET L102








PLANT KEY

SYMBOL COMMON NAME





CANOPY TREES

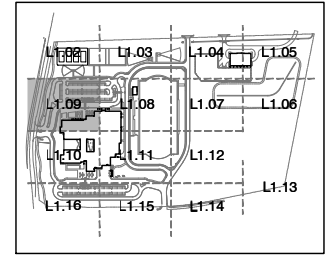
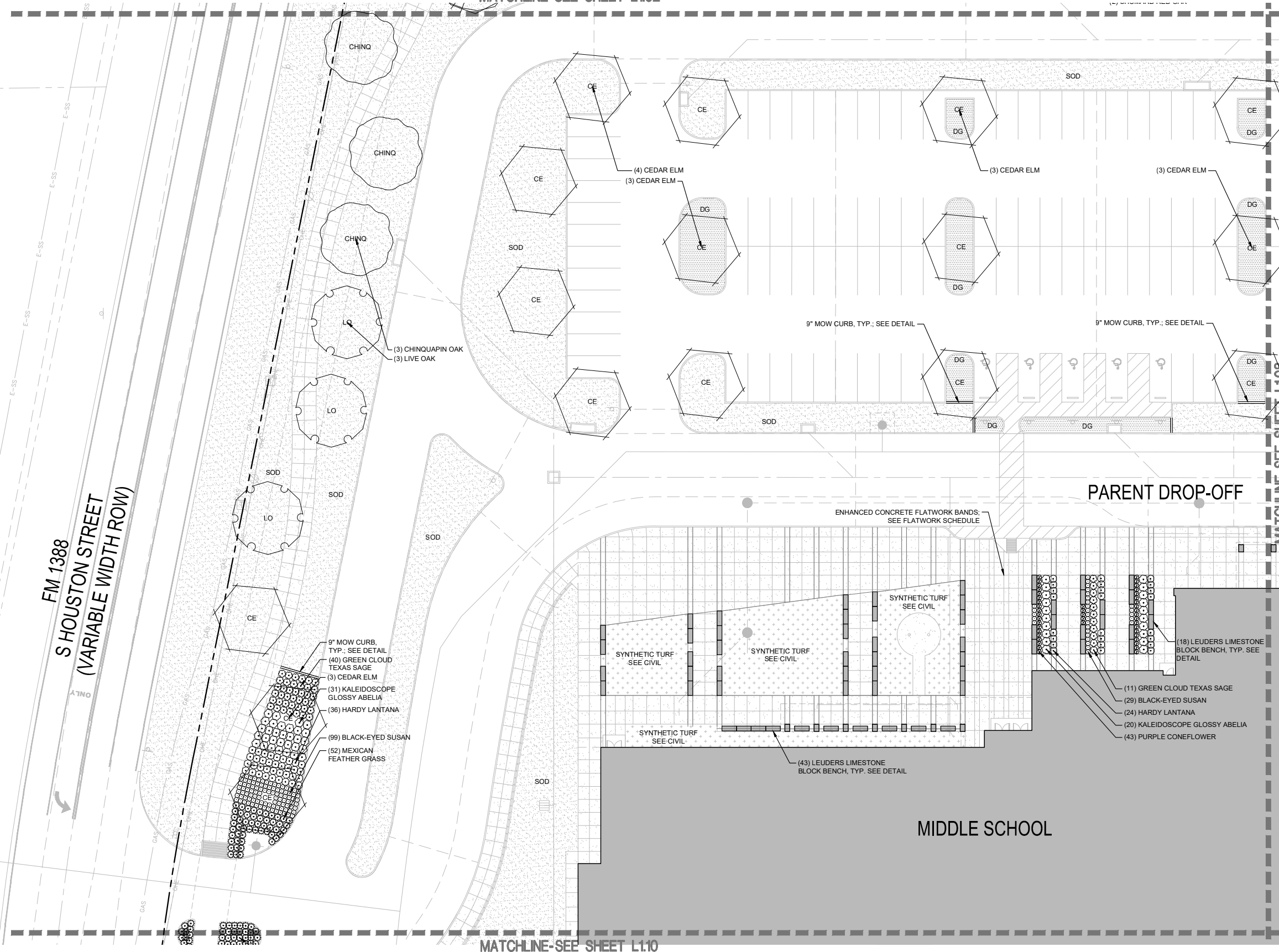
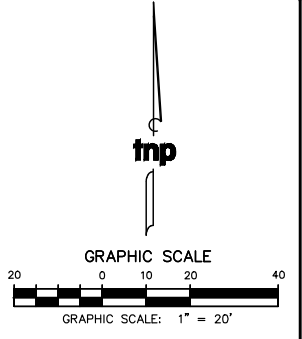
-  CEDAR ELM
-  CHINQUAPIN OAK
-  LIVE OAK
-  SHUMARD RED OAK

SHRUBS

-  BLACK-EYED SUSAN
-  GREEN CLOUD TEXAS SAGE
-  HARDY LANTANA
-  KALEIDOSCOPE GLOSSY ABELIA
-  MEXICAN FEATHER GRASS
-  PURPLE CONEFLOWER
-  RED YUCCA

GROUND COVERS

-  DECOMPOSED GRANITE
-  SEED
-  BERMUDA HYDROMULCH
-  TIF 419 BERMUDA SOD



KEYPLAN

MATCHLINE-SEE SHEET L110

ADDENDUM #1	08/05/25
no.	revision
by	date



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date  
AUG 2025

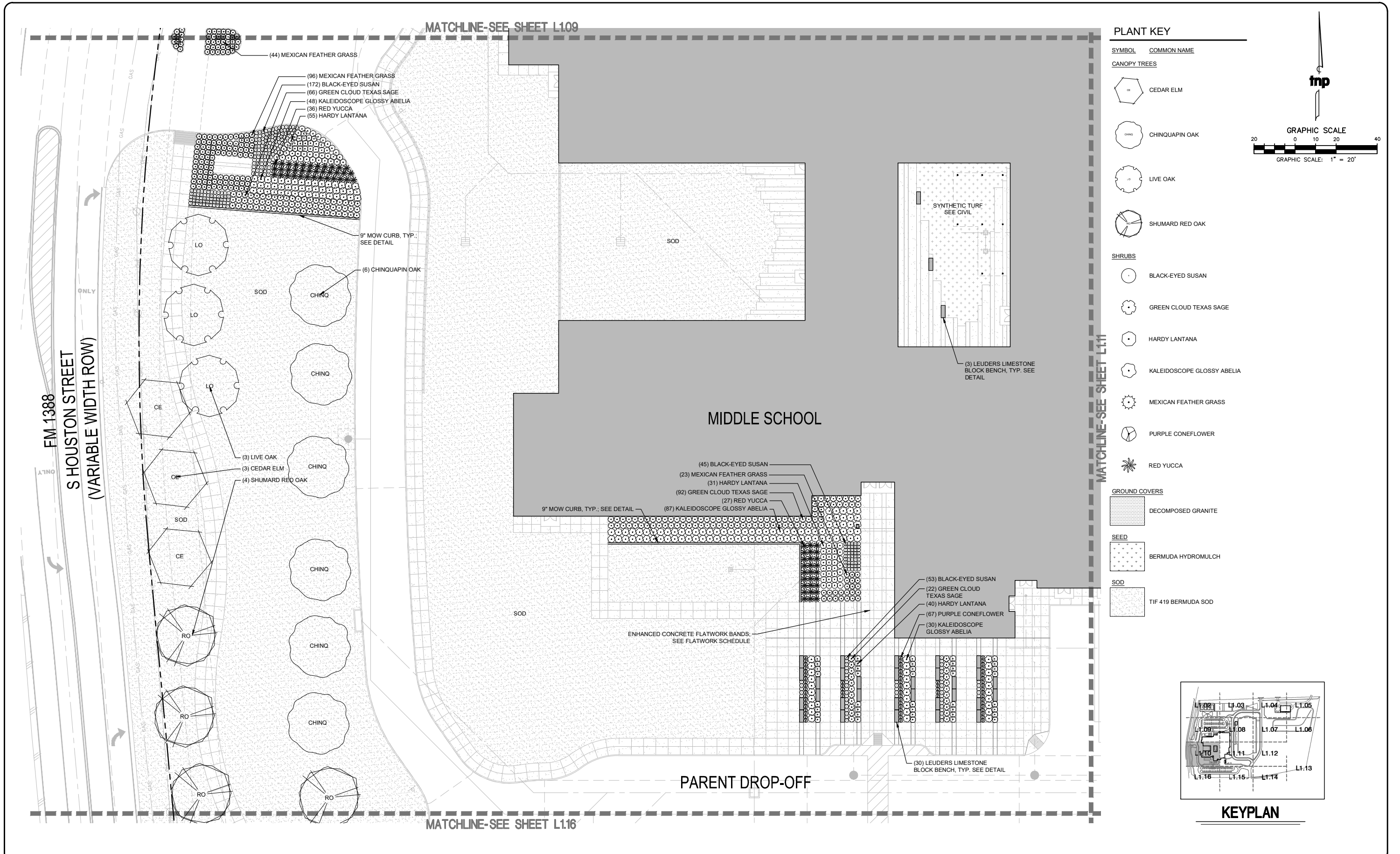


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City of Kaufman, Texas  
Kaufman Independent School District  
**New Middle School**  
LANDSCAPE PLAN

Inp project VLK24489  
**L1.09**



PLANT KEY

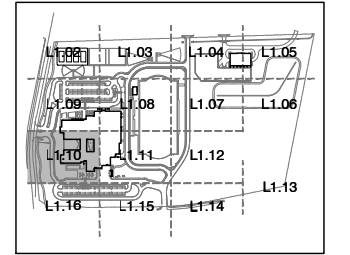
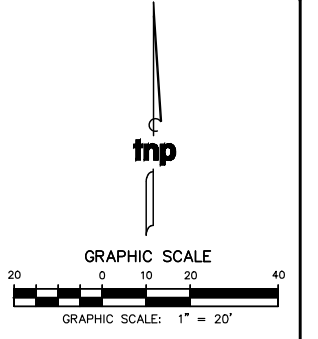
SYMBOL COMMON NAME

CANOPY TREES

- CEDAR ELM
  - CHINQUAPIN OAK
  - LIVE OAK
  - SHUMARD RED OAK
- SHRUBS
- BLACK-EYED SUSAN
  - GREEN CLOUD TEXAS SAGE
  - HARDY LANTANA
  - KALEIDOSCOPE GLOSSY ABELIA
  - MEXICAN FEATHER GRASS
  - PURPLE CONEFLOWER
  - RED YUCCA

GROUND COVERS

- DECOMPOSED GRANITE
- SEED
- BERMUDA HYDROMULCH
- TIF 419 BERMUDA SOD



KEYPLAN

ADDENDUM #1	08/05/25
no.	revision
by	date



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horiz  
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date  
AUG 2025

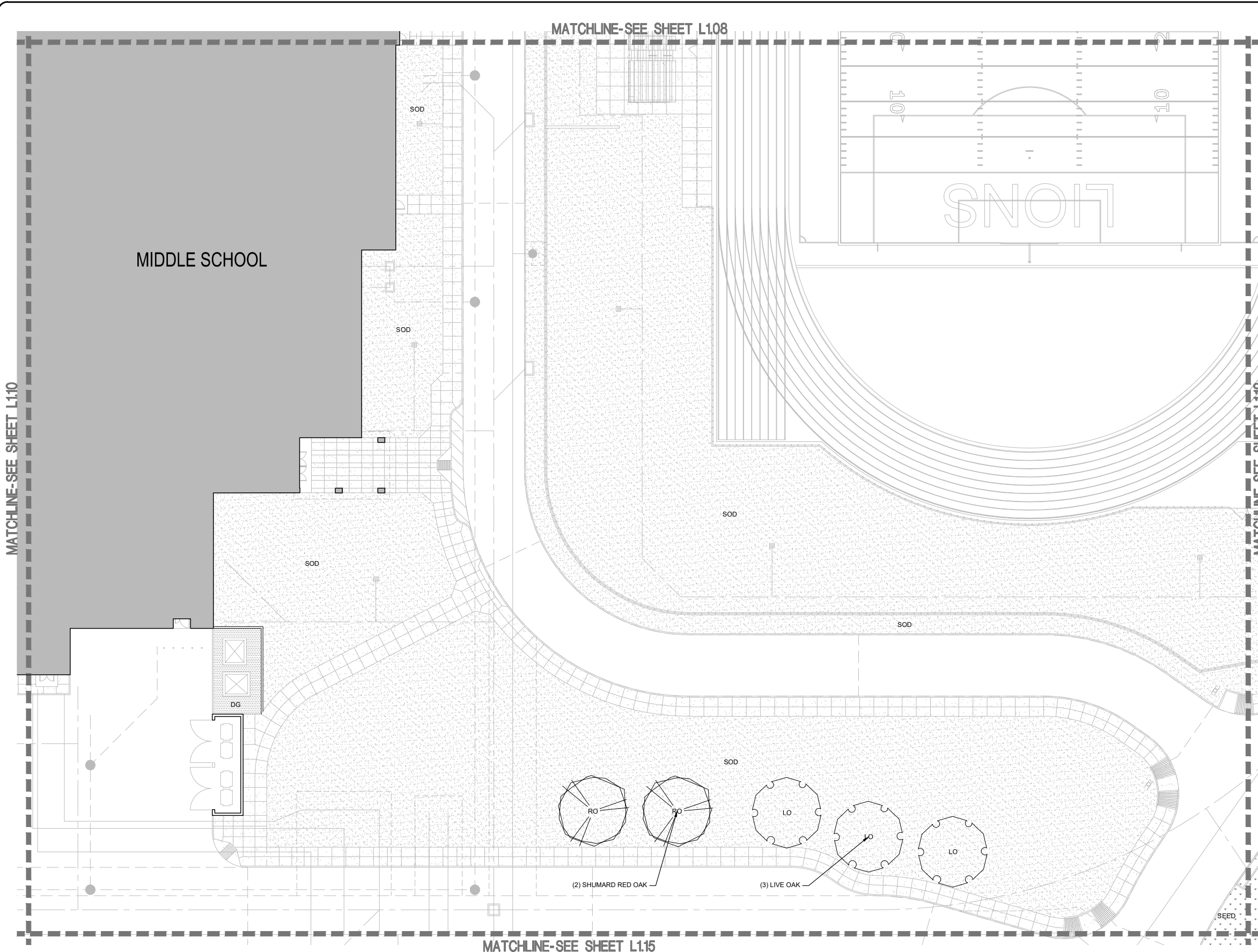


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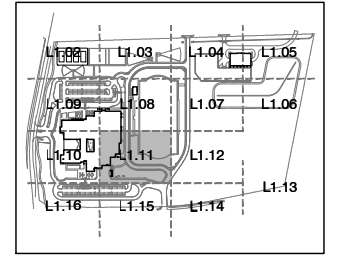
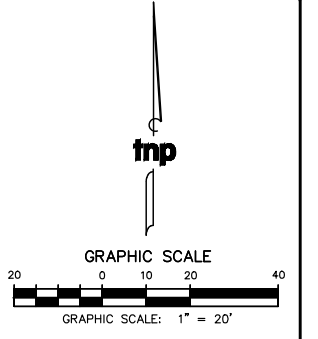
City of Kaufman, Texas  
Kaufman Independent School District  
**New Middle School**  
LANDSCAPE PLAN

Inp project  
VLK24489  
**L1.10**



PLANT KEY

- | SYMBOL               | COMMON NAME                |
|----------------------|----------------------------|
| <b>CANOPY TREES</b>  |                            |
|                      | CEDAR ELM                  |
|                      | CHINQUAPIN OAK             |
|                      | LIVE OAK                   |
|                      | SHUMARD RED OAK            |
| <b>SHRUBS</b>        |                            |
|                      | BLACK-EYED SUSAN           |
|                      | GREEN CLOUD TEXAS SAGE     |
|                      | HARDY LANTANA              |
|                      | KALEIDOSCOPE GLOSSY ABELIA |
|                      | MEXICAN FEATHER GRASS      |
|                      | PURPLE CONEFLOWER          |
|                      | RED YUCCA                  |
| <b>GROUND COVERS</b> |                            |
|                      | DECOMPOSED GRANITE         |
| <b>SEED</b>          |                            |
|                      | BERMUDA HYDROMULCH         |
| <b>SOD</b>           |                            |
|                      | TIF 419 BERMUDA SOD        |



KEYPLAN

ADDENDUM #1	08/05/25		
no.	revision	by	date



scale  
horiz  
1"=20'  
vert  
N/A  
date  
AUG 2025



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Kaufman Independent School District  
**New Middle School**  
LANDSCAPE PLAN

Inp project  
VLK24489  
**L1.11**

MATCHLINE-SEE SHEET L1.07



PLANT KEY

SYMBOL COMMON NAME

CANOPY TREES

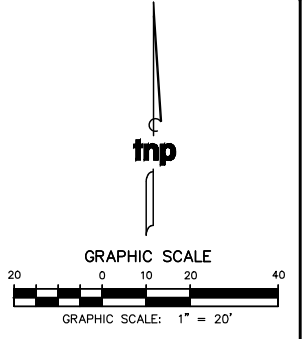
- CEDAR ELM
- CHINQUAPIN OAK
- LIVE OAK
- SHUMARD RED OAK

SHRUBS

- BLACK-EYED SUSAN
- GREEN CLOUD TEXAS SAGE
- HARDY LANTANA
- KALEIDOSCOPE GLOSSY ABELIA
- MEXICAN FEATHER GRASS
- PURPLE CONEFLOWER
- RED YUCCA

GROUND COVERS

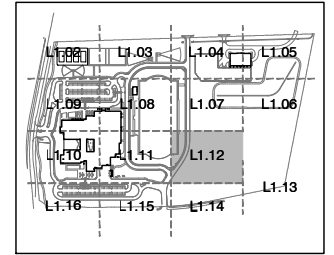
- DECOMPOSED GRANITE
- BERMUDA HYDROMULCH
- TIF 419 BERMUDA SOD



MATCHLINE-SEE SHEET L1.11

MATCHLINE-SEE SHEET L1.13

MATCHLINE-SEE SHEET L1.14



KEYPLAN

ADDENDUM #1	08/05/25
no.	revision
by	date



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AUG 2025

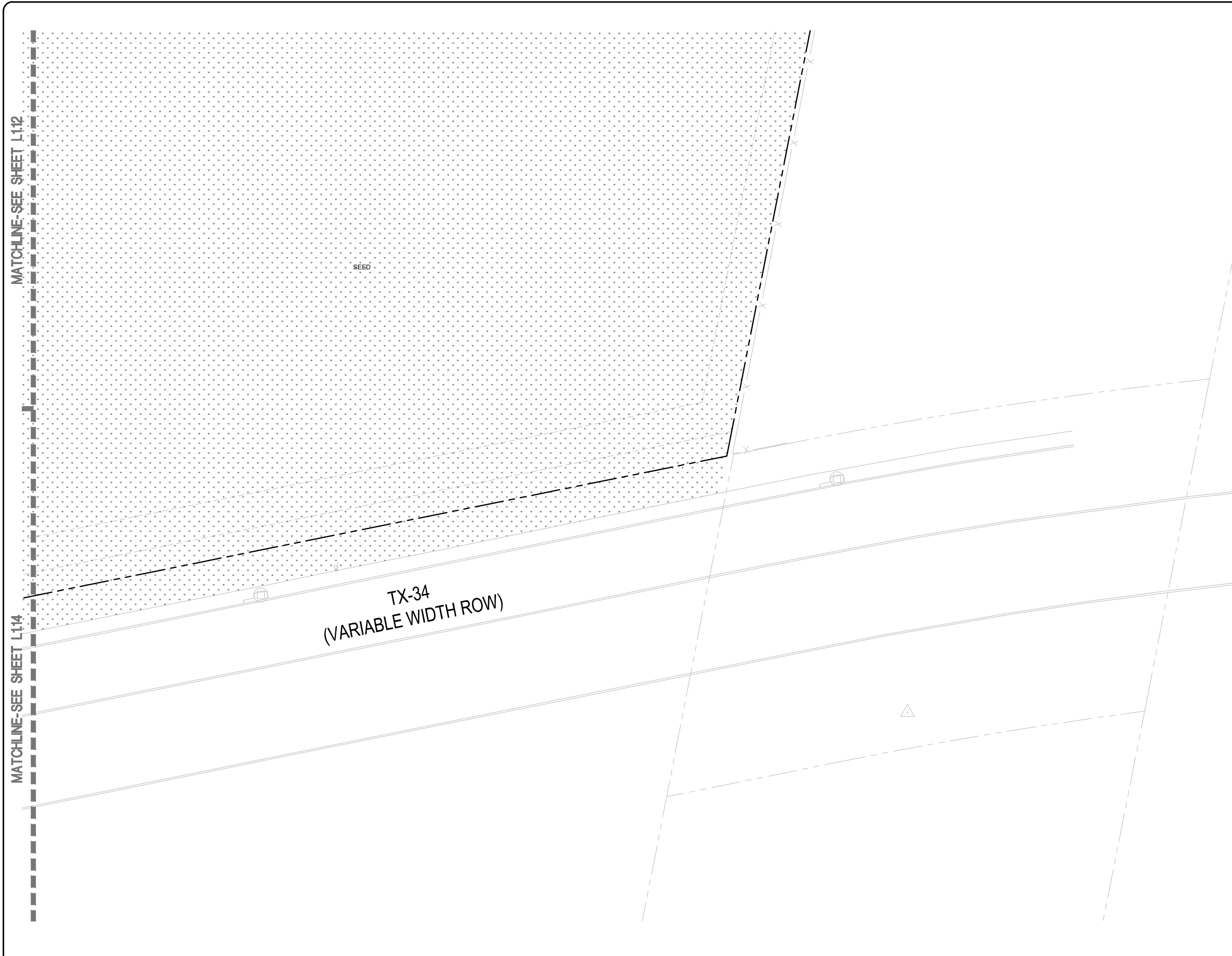


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City of Kaufman, Texas  
Kaufman Independent School District  
**New Middle School**  
LANDSCAPE PLAN





Inp project  
VLK24489  
**L1.12**










PLANT KEY

SYMBOL COMMON NAME




CANOPY TREES

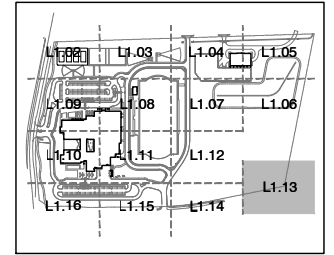
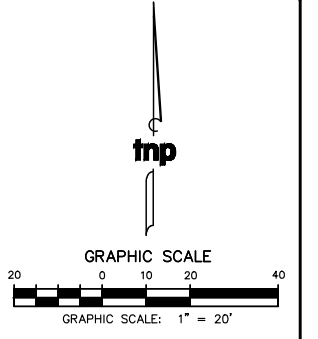
-  CEDAR ELM
-  CHINQUAPIN OAK
-  LIVE OAK
-  SHUMARD RED OAK

SHRUBS

-  BLACK-EYED SUSAN
-  GREEN CLOUD TEXAS SAGE
-  HARDY LANTANA
-  KALEIDOSCOPE GLOSSY ABELIA
-  MEXICAN FEATHER GRASS
-  PURPLE CONEFLOWER
-  RED YUCCA

GROUND COVERS

-  DECOMPOSED GRANITE
- SEED**  
 BERMUDA HYDROMULCH
- SOD**  
 TIF 419 BERMUDA SOD



KEYPLAN

ADDENDUM #1	08/05/25
no.	revision
by	date



scale  
horiz  
1"=20'  
vert  
N/A  
date  
AUG 2025



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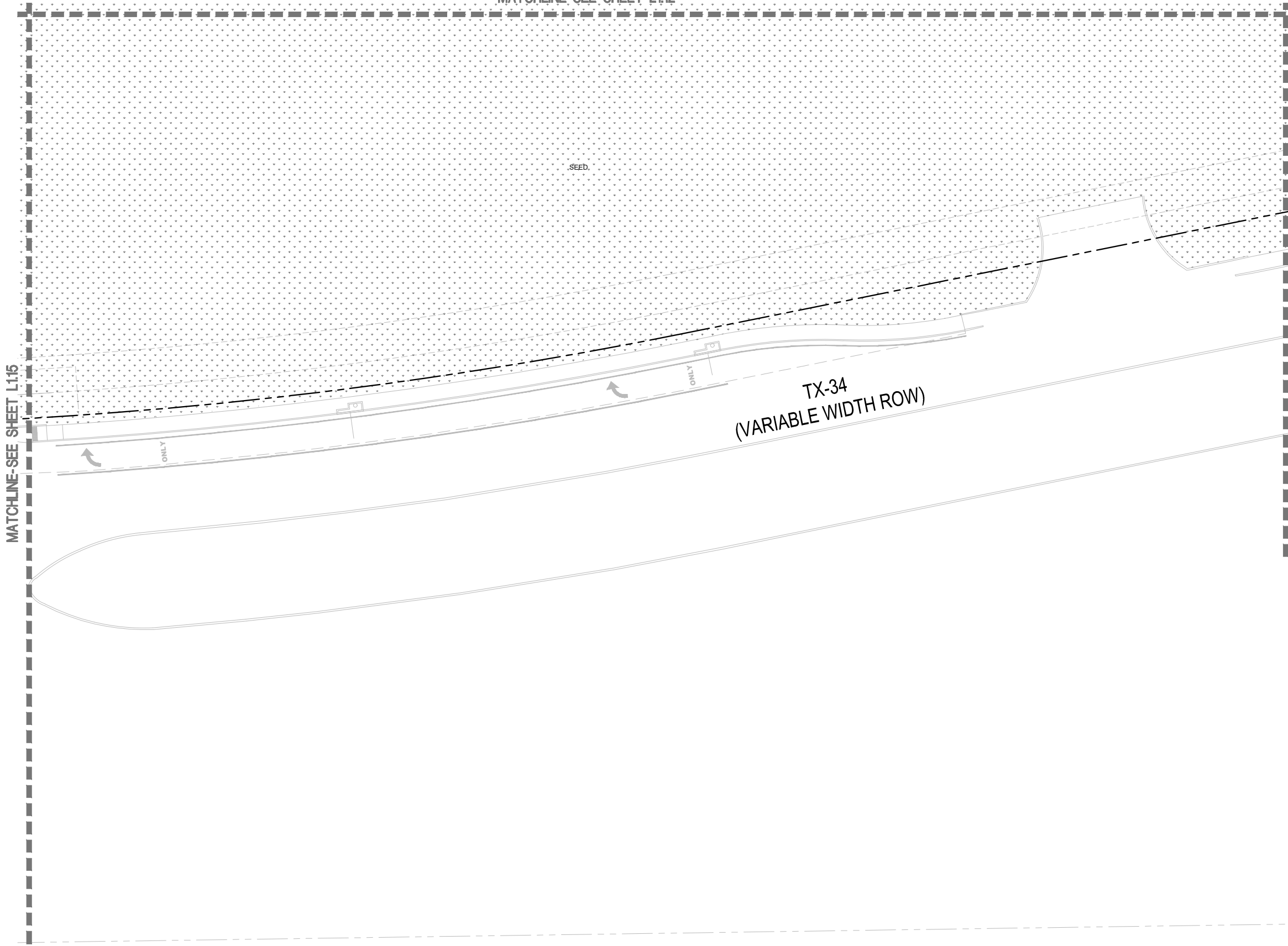
City of Kaufman, Texas  
Kaufman Independent School District  
**New Middle School**  
LANDSCAPE PLAN

Inp project  
VLK24489  
**L1.13**

MATCHLINE-SEE SHEET L1.12

MATCHLINE-SEE SHEET L1.16

MATCHLINE-SEE SHEET L1.13



PLANT KEY

SYMBOL COMMON NAME

CANOPY TREES

- CEDAR ELM
- CHINQUAPIN OAK
- LIVE OAK
- SHUMARD RED OAK

SHRUBS

- BLACK-EYED SUSAN
- GREEN CLOUD TEXAS SAGE
- HARDY LANTANA
- KALEIDOSCOPE GLOSSY ABELIA
- MEXICAN FEATHER GRASS
- PURPLE CONEFLOWER
- RED YUCCA

GROUND COVERS

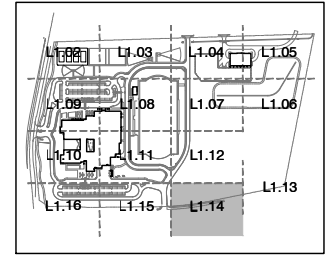
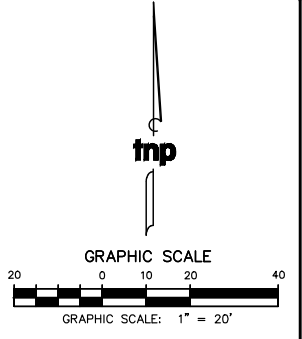
- DECOMPOSED GRANITE

SEED

- BERMUDA HYDROMULCH

SOD

- TIF 419 BERMUDA SOD



KEYPLAN

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no.	revision by date



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horiz  
1"=20'  
vert  
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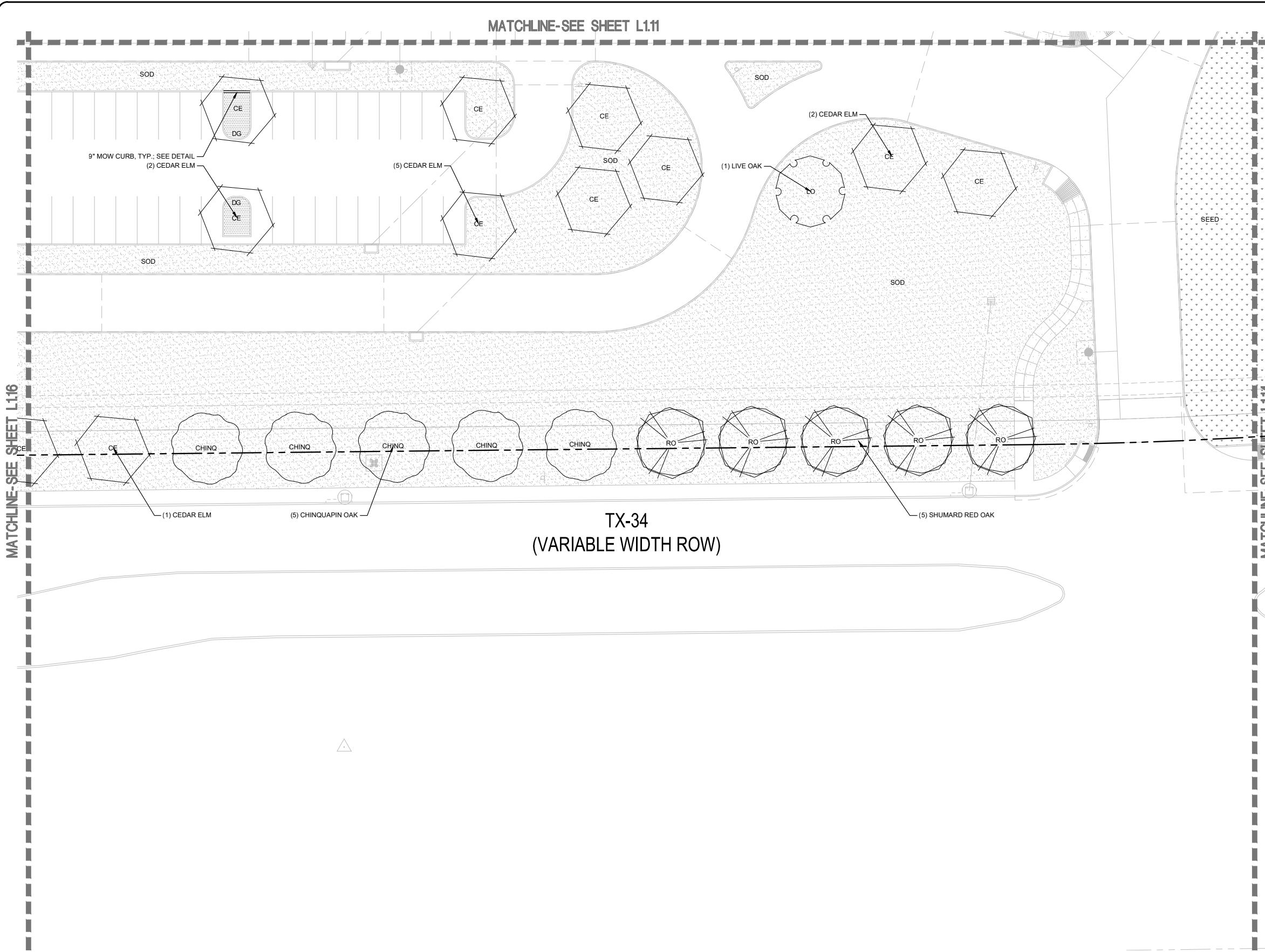
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Inp project  
VLK24489  
**L1.14**

MATCHLINE-SEE SHEET L1.11



PLANT KEY

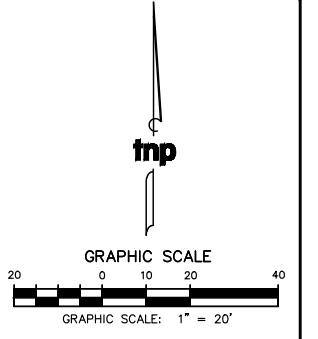
SYMBOL COMMON NAME

CANOPY TREES

- CEDAR ELM
  - CHINQUAPIN OAK
  - LIVE OAK
  - SHUMARD RED OAK
- SHRUBS
- BLACK-EYED SUSAN
  - GREEN CLOUD TEXAS SAGE
  - HARDY LANTANA
  - KALEIDOSCOPE GLOSSY ABELIA
  - MEXICAN FEATHER GRASS
  - PURPLE CONEFLOWER
  - RED YUCCA

GROUND COVERS

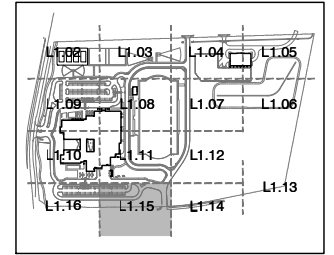
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- SEED
- BERMUDA HYDROMULCH
- SOD
- TIF 419 BERMUDA SOD



MATCHLINE-SEE SHEET L1.16

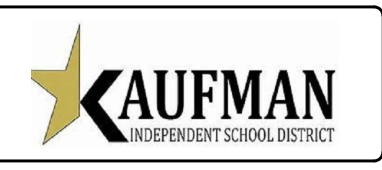
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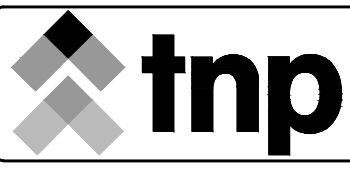


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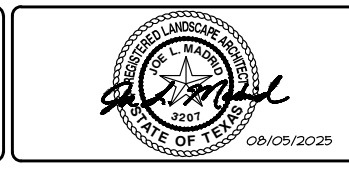
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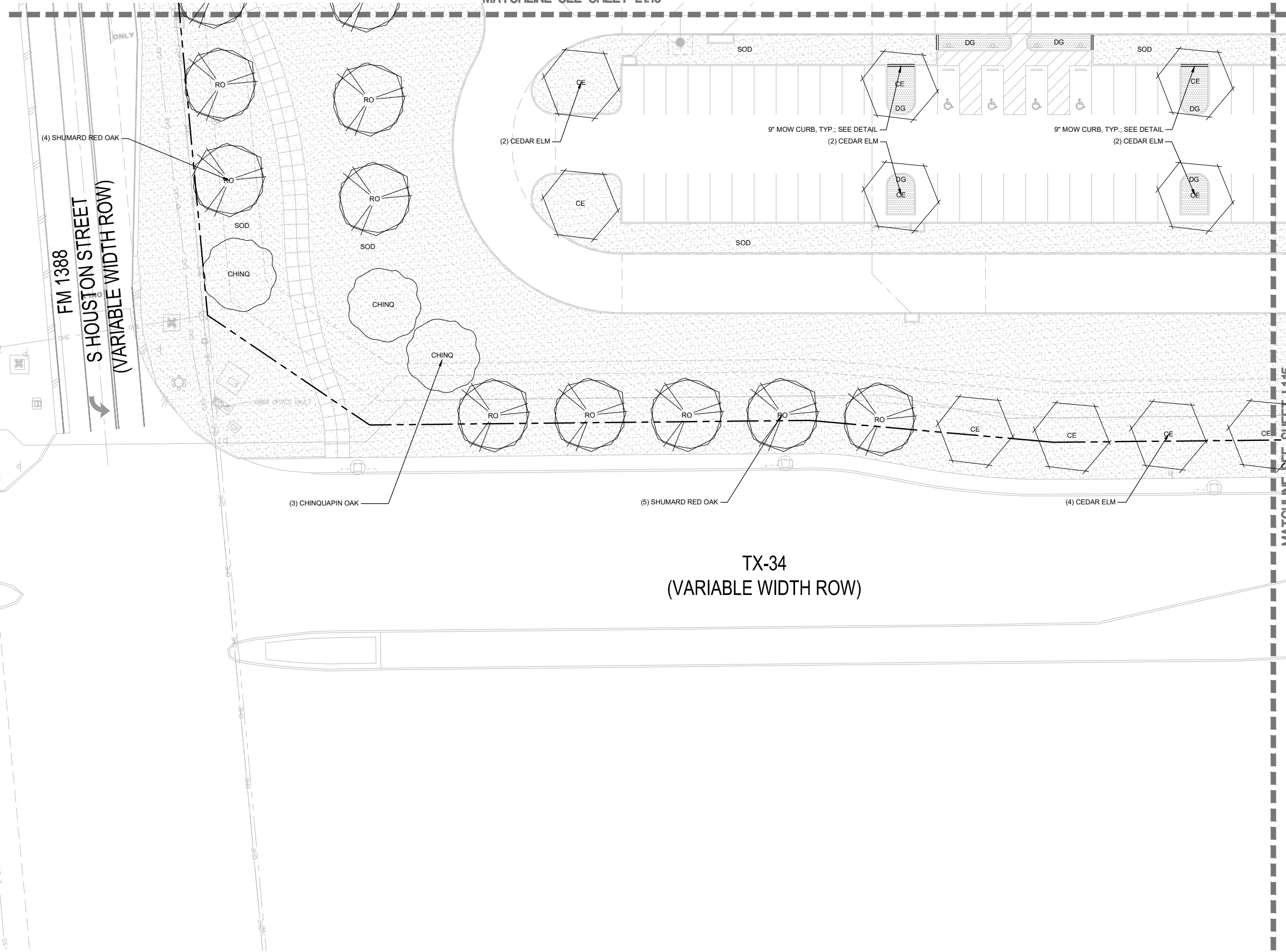
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LANDSCAPE PLAN

Inp project  
VLK24489  
**L1.15**

MATCHLINE-SEE SHEET L1.10



PLANT KEY

SYMBOL COMMON NAME

CANOPY TREES

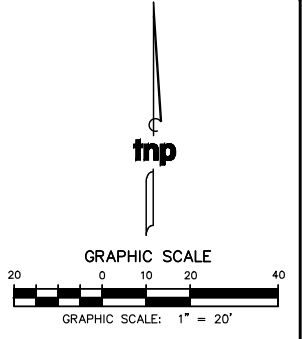
- CEDAR ELM
- CHINQUAPIN OAK
- LIVE OAK
- SHUMARD RED OAK

SHRUBS

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- GREEN CLOUD TEXAS SAGE
- HARDY LANTANA
- KALEIDOSCOPE GLOSSY ABELIA
- MEXICAN FEATHER GRASS
- PURPLE CONEFLOWER
- RED YUCCA

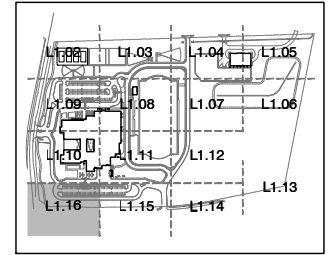
GROUND COVERS

- DECOMPOSED GRANITE
- BERMUDA HYDROMULCH
- TIF 419 BERMUDA SOD



TX-34  
(VARIABLE WIDTH ROW)

MATCHLINE-SEE SHEET L1.15



KEYPLAN

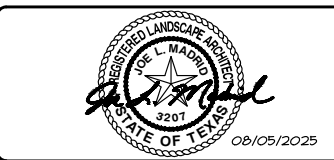
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


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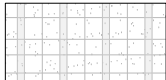
Inp project  
VLK24489  
**L1.16**

**PLANT SCHEDULE**

SYMBOL	COMMON NAME	BOTANICAL NAME	QTY	SIZE	HEIGHT	SPREAD	SPACING	REMARKS
<b>CANOPY TREES</b>								
	CEDAR ELM	Ulmus crassifolia	43	3" Cal.	12'-14'	5'-6'	As shown	CONTAINER GROWN, FULL DENSE HEAD, SYMMETRICAL, SINGLE, STRAIGHT TRUNK
	CHINQUAPIN OAK	Quercus muehlenbergii	20	3" Cal.	10'-12'	6'-8'	As shown	CONTAINER GROWN, FULL DENSE HEAD, SYMMETRICAL, SINGLE, STRAIGHT TRUNK
	LIVE OAK	Quercus virginiana	12	3" Cal.	11'-12'	6'-8'	As shown	CONTAINER GROWN, FULL DENSE HEAD, SYMMETRICAL, SINGLE, STRAIGHT TURNK
	SHUMARD RED OAK	Quercus shumardii	25	3" Cal.	12'-14'	4'-5'	As shown	CONTAINER GROWN, FULL DENSE HEAD, SYMMETRICAL, SINGLE, STRAIGHT TRUNK
<b>SHRUBS</b>								
	BLACK-EYED SUSAN	Rudbeckia fulgida	398	1 Gal.	12"-15"	12"-18"	18" O.C.	CONTAINER GROWN, MATURE ROOT SYSTEM BUT NOT ROOT BOUND. FULL BROAD TOP.
	GREEN CLOUD TEXAS SAGE	Leucophyllum frutescens 'Green Cloud'	231	5 Gal.	24"-26"	30"-36"	32"-36" O.C.	CONTAINER GROWN, MATURE ROOT SYSTEM BUT NOT ROOT BOUND. FULL BROAD TOP.
	HARDY LANTANA	Lantana camara 'Miss Huff'	186	1 Gal.	6"-8"	30"-36"	36" O.C.	CONTAINER GROWN, MATURE ROOT SYSTEM BUT NOT ROOT BOUND. FULL BROAD TOP.
	KALEIDOSCOPE GLOSSY ABELIA	Abelia x grandiflora 'Kaleidoscope'	216	3 Gal.	18"-24"	30"-42"	42" O.C.	CONTAINER GROWN, MATURE ROOT SYSTEM BUT NOT ROOT BOUND. FULL BROAD TOP.
	MEXICAN FEATHER GRASS	Nassella tenuissima	215	5 gal	2'-3'	30"-36"	36" O.C.	CONTAINER GROWN, MATURE ROOT SYSTEM BUT NOT ROOT BOUND. FULL BOARD TOP.
	PURPLE CONEFLOWER	Echinacea purpurea	110	1 Gal.	8"-10"	18"-20"	18" O.C.	CONTAINER GROWN, MATURE ROOT SYSTEM BUT NOT ROOT BOUND. FULL BROAD TOP.
	RED YUCCA	Hesperaloe parviflora	63	5 Gal.	24"-30"	36"-42"	42" O.C.	CONTAINER GROWN, MATURE ROOT SYSTEM BUT NOT ROOT BOUND. FULL BROAD TOP.
<b>GROUND COVERS</b>								
	DECOMPOSED GRANITE	Decomposed Granite	5,599 sf	n/a	n/a	n/a	n/a	4" THICK WITH WEED BARRIER FABRIC. REF DETAIL AND SPECIFICATIONS.
<b>SEED</b>								
	BERMUDA HYDROMULCH	Cynadone dactylon	1,053,872 sf	Hydromulch seed	n/a	n/a	n/a	REF. PLANTING NOTES & SPECIFICATIONS. ADD SF FOR SLOPES, CUT, & WASTE.
<b>SOD</b>								
	TIF 419 BERMUDA SOD	Cynodon Dactylon 'TIF 419'	334,941 sf	Solid Sod / Roll	n/a	n/a	n/a	REF PLANTING NOTES AND SPECIFICATIONS. ADD SF FOR SLOPES, CUT, AND WASTE.

**FLATWORK SCHEDULE**

Note: All colors and finishes are subject to review & approval by Owner/Architect.



**ENHANCED CONCRETE FLATWORK BANDS**

1. **Color:** Onyx 920 by Solomon Colors, ColorFlo SG Granular Dry Integral Color
2. **Strength:** 6.0 sack mix, 4,000 PSI at 28 days, no fly ash
3. **Thickness:** See Civil
4. **Reinforcing:** #3 @ 18" O.C. both ways as per detail
5. **Rough Aggregate:** 1/2"- 3/4", black (from Stringtown, OK). Rough aggregates shall be consistent in size, color, and quarry of origin. Submit 1-qt baggie.

6. **Sand:** Tan-colored sand. Add small amount of manufactured sand (by-product of crushed rough aggregate) to fine aggregates to add some variegation to fine aggregates. Submit 1-qt. baggie.
7. **Finish for Flatwork:** Brickform Select-Etch Surface Retarder SE-100 Gray, Exposure (532).
8. **Expansion Joints:** See plans, specs, and details
9. **Control Joints:** Sawcut 1/4 depth of concrete
10. **Joint Sealer:** Color to match concrete, see specs
11. **Concrete Sealer:** After 28 days of curing, apply Interstar SL-20 Penetrating Sealer as per manufacturer's instructions to half of the mockups (for comparison) across half of both light broom finish and floated areas. After approval by LA, apply sealant to all flatwork and benches in both interior courtyards including structural slabs. Submit label.
12. **Mock-Up:** Prepare 5'x5' mock-up before pouring concrete

**PLANTING NOTES**

**SECTION 1 - GENERAL**

1. These notes are intended as a field reference for the Contractor. The Contractor will thoroughly review these notes, specifications and the drawings prior to start of any work. The Contractor shall visit the site prior to submitting his bid and prior to start of work to become completely familiar with site conditions.
2. It is the responsibility of the contractor to advise the Landscape Architect (hereinafter, LA) of any condition found on the site which prohibits installation as shown on these drawings.
3. Prior to submitting a bid, the Contractor shall verify any discrepancies between the notes, specifications, or the drawings with the LA for clarification. If there is a discrepancy between the quantity of materials shown on the plans and the quantity of materials shown in the materials legends, the greater quantity will take precedence for bidding purposes. All quantities listed are for information only. It is the contractor's responsibility to provide full coverage of materials in all areas.
4. Written dimensions prevail over scaled dimensions. Notify landscape architect of any discrepancies
5. The Contractor bears all responsibility for obtaining all licenses and permits required by federal, state, and local agencies to accomplish the work of this project.
6. Contractor shall complete soil test in all planting areas to determine soil amendment requirements and submit test results to LA for approval. Contractor shall adjust pH and fertility based upon these results. No addition to or placement of soil is to be done prior to initial soil test report approval. Testing shall be done by LA approved laboratory. No planting shall begin until results and proper adjustment have been made. It is the Contractor's responsibility to ensure proper drainage and fertility of all planting areas.
7. Coordinate all work with the project's building contractor or owner.
8. Warning! Call toll-free 811 before you dig! The contractor bears all responsibility for verifying all underground utilities, pipes, and structures in the field prior to construction. Any damage to utilities that are to remain shall be repaired immediately at no expense to the owner. The Contractor shall contact the building contractor and all utility authorities to mark location of site utilities. Install flags or stakes and maintain them in place throughout the project. Damage to utilities or other work shall be repaired at the expense of the contractor responsible for the damage. The locations of existing utilities as shown on these plans are approximate. There may be other underground utilities within the project area that are not shown. Landscape Architect and/or Engineer assumes no responsibility for any utilities not shown on plans.
9. Due to existing vegetation and other site conditions, the Contractor should anticipate field adjustments by the LA and should understand such adjustments are not a change order.
10. The Contractor shall give the LA 48 hours' notice of required inspections upon completion of each of the following phases:
  - A. Pre-Construction Conference after award of bid (on-site)
  - B. Construction debris/ weed clean-up (before any grading, fill, or irrigation)
  - C. Rough Grading (within 2" of finish grade), Utility Marking, and Tree Staking
  - D. Fine Grading and Tree Staking (before any tree pits are dug)
  - E. Tree Planting
  - F. Staking of Bedlines and/or Edging
  - G. Shrub Planting
  - H. Substantial Completion
  - I. Final Acceptance
11. Contractor shall guarantee all plant material for one (1) full year from date of final acceptance. The cutting off of water or electricity by other trades or persons shall not void the warranty.
12. It is the contractor's responsibility to insure the availability of water to the plants at all times until final acceptance. The contractor shall reject and replace all trees with tip-dieback of more than one (1) inch over the entire canopy of the tree and replace all shrubs or plants with any dieback. All rejected plant material shall be replaced with specified plant material within 14 calendar days at the contractor's expense.
13. LA assumes no responsibility for damages, liabilities, or cost resulting from changes or alterations made to the plan without the express written consent of LA.
14. All materials, locations, and workmanship are subject to approval or refusal by the LA. All materials, locations, and workmanship rejected by the LA shall be remedied at the Contractor's expense.

**SECTION 2 - MATERIALS**

15. The Contractor shall check all material for specified requirements, shipping damage, pests, and diseases and shall reject all unsatisfactory materials. All plant material is to be carefully handled by the root ball, not the trunk, branches, and/or foliage of the plant. Mishandled material will be rejected. B&B material shall be "hardened off" after digging for at least 90 days and have at least 10" of rootball for every caliper inch. All material rejected by the LA shall be removed from the site and replaced with acceptable material at the Contractor's expense
16. Plants shall be well formed, vigorous, growing specimens with growth typical of variety specified and shall be free from injury, insects, and diseases. All plant material is to be well rooted, not root bound, such that the root ball remains intact throughout the planting process. The Contractor shall reject all cracked root balls. All plant material shall conform to the specifications and sizes shown in the plant list and shall be nursery grown in accordance with the latest edition (ANSI Z60.1) of "American Standard for Nursery Stock." Any plant substitution shall be approved by landscape architect prior to purchase. Trees with co-dominant stems shall be rejected.
17. Do not make substitutions. If specified material is not available, submit proof of non-availability to LA.
18. All planting areas shall have organic topsoil that is natural, well-drained, friable, fertile, sandy-loam. Sandy-loam is to be pH 6.5-7.5. Heavy clays, limestone, poorly drained bottomland soil, silt, or alluvial soils are not allowed in any planting areas. Topsoil shall be free of harmful insects or nematodes, soil-borne diseases, toxins, select fill, inorganic subsoils, heavy metals, trash, petroleum by-products, rocks over 1/2" in diameter, rubble, roots, and weeds or weed seeds. Contractor shall submit a 2-cup sample in a gallon-size baggie to Landscape Architect before delivery of any soil to the site or placement of any soil in planting areas.

19. Sod shall consist of live growing plants secured from sources which have dense, thickly matted root system throughout the soil of the sod for a minimum of one inch. Sod shall be free of weeds or other varieties of grasses.
20. Sod shall not be used where the roots are dried because of sun or wind. The landscape architect has the right to reject any or all of sod due to lack of care, improper cutting, or other agronomic problems.

**SECTION 3 - EXECUTION**

21. The Contractor shall thoroughly remove from the construction site all limestone larger than 1/2" in diameter and all heavy clay to these depths: 6" minimum in turf and seed areas, and 18" minimum in planting beds. The LA shall verify that this is complete before the Contractor is authorized to proceed with fill of specified topsoil or grading. Scarify subsoil after removal of rock or heavy clay before adding topsoil so as to break up any surface tension.
22. The Contractor shall thoroughly remove from the construction site all the following particles that are larger than 3/4" in diameter: inorganic select fill, heavy clay, limestone, and construction debris, mortar, concrete, paint, chemicals, weeds, plastic, paper, steel, mortar, masonry, construction debris, and other substances that are harmful to plant growth. Remove the above items to these depths: 6" minimum in turf and seed areas, and 18" minimum in planting beds. The LA shall verify that the above items are removed before the Contractor is authorized to proceed with fill with specified topsoil or grading. DO NOT PLACE ANY FILL ON CONSTRUCTION DEBRIS.
23. Mow curbs shall be used at all planting bed edges when they are adjacent to lawn (see detail). Unless otherwise shown on plans, mow curbs shall intersect curbs, sidewalks, and buildings at 90 degrees (square). Mow curbs shall have expansion joints every 50' and at all abutments to other hardscape elements. Construction joints shall be saw cut at 10' on center. Mow curbs shall have curves that are smooth, flowing, and consistent in nature. Mow curbs with straight lines shall be straight. All formwork shall be within a 1/4" tolerance of drawings. No mow curb shall have a radius smaller than 72" unless specifically called out on drawings.
24. Contractor shall fine grade all areas for approval by LA. Contractor shall be responsible for providing 2% positive drainage in all planting areas. No planting or mulching will take place until all construction, clean-up, fine grading, and irrigation is complete in the immediate area. Final finish grading shall be reviewed by the LA before any planting takes place. Contractor shall be responsible for any additional topsoil required to create a smooth condition prior to planting.
25. All planting beds shall be amended as per plans details and specs. Submit trip tickets to L.A. for approval of quantity and type of materials.
26. All sod and seed areas shall be amended as per plans and specifications.
27. Scarify all rootballs (#1 and larger) to prevent plants from remaining pot-bound. This is to be done by hand or with a 3-prong cultivator but never with a shovel or machete.
28. Place shrubs and groundcovers so that the top of the rootball is 1/4" to 3/4" above finish grade Trees shall be set 1" above finish grade for each caliper inch of trunk. Example: A 3" tree shall be set 3" above finish grade.
29. Water in and compact planting backfill to prevent formation of air pockets.
30. Plants shall be set plumb, unless otherwise directed by LA.
31. Back row of shrubs shall be planted 36" from face of building wall, groundcovers shall be 12" from building or as required by conditions. Front row of shrubs shall be planted a minimum of 24" behind (12" for ground cover) bed lines at lawns or walks and minimum 36" back from curbs, driveways, and parking areas.
32. After planting, remove strapping, wire "ears" and string, cords, burlap, etc. from top of B&B rootballs.
33. All planting beds and trees shall be mulched with 3" of mulch (2.5" after settlement).
34. All trees are to be stabilized per detail and specs immediately after planting.
35. All sod areas shall be thoroughly graded and smoothed with at least 8 passes in different directions using a drag-behind system such as a bunker rake or other device until very smooth and within 1/4" of specified grade (see civil sheets for grading plans).
36. Prior to sod installation, a fertilizer shall be applied and tilled into the prepared soil. Application must be done no longer than 24 hours prior to installation of sod. Do not apply fertilizer when a possibility of rain might occur before sod is installed. Reference specifications for specific type of fertilizer to be used.
37. Lay sod in parallel rows with tight joints. All sod must be placed perpendicular to slopes and staggered no less than 12" on each row. Slopes greater than 4:1 must be held in place with galvanized sod pins, wood pegs, or other method approved by LA. All sod shall be rolled with a 5-ton mechanical roller in at least two directions within 24 hours of laying. All sod areas shall be barricaded with wood stakes and ribbon for no less than 7 days.
38. Plant material shall be pruned as necessary to control size but not to disrupt the natural growth pattern or characteristic form of the plant except as necessary to achieve height clearance for visibility and pedestrian passage or to achieve a continuous opaque hedge if required.
39. All plant material shall be fully-maintained in a healthy and growing condition until final acceptance, and must be replaced with plant material of same variety and size if damaged, destroyed, or removed. This includes mowing, pruning, watering, and weeding.
40. Landscaped areas shall be kept free of trash, weeds, debris, and dead plant material until final acceptance. Any damage to landscape areas shall be repaired at no cost to owner.

ADDENDUM #1	08/05/25
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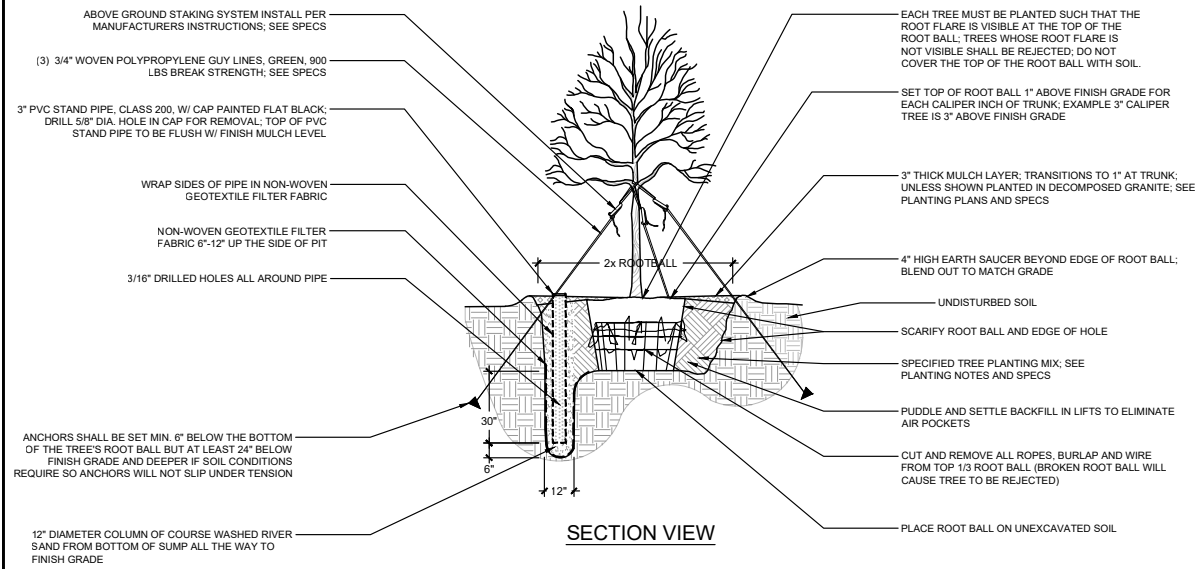
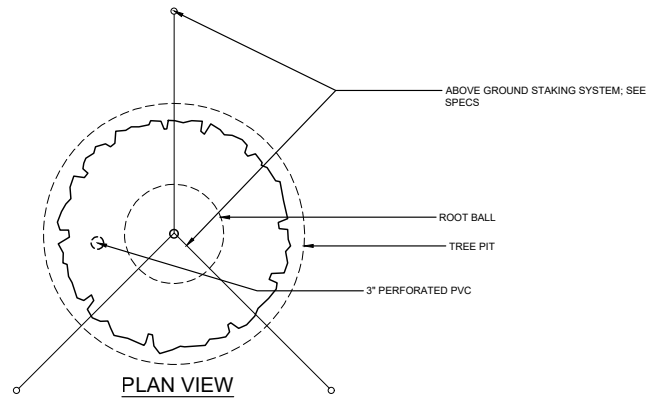
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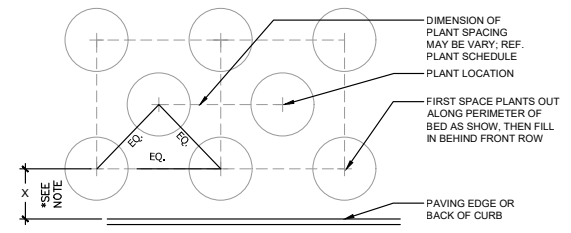


**City of Kaufman, Texas**  
 Kaufman Independent School District  
**New Middle School**  
**LANDSCAPE SCHEDULE AND NOTES**

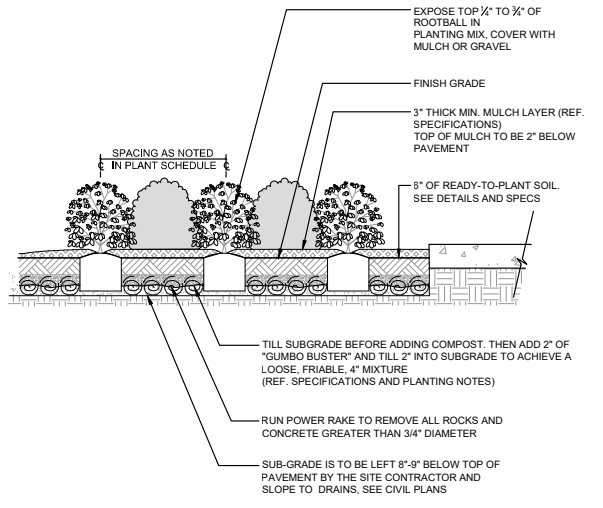
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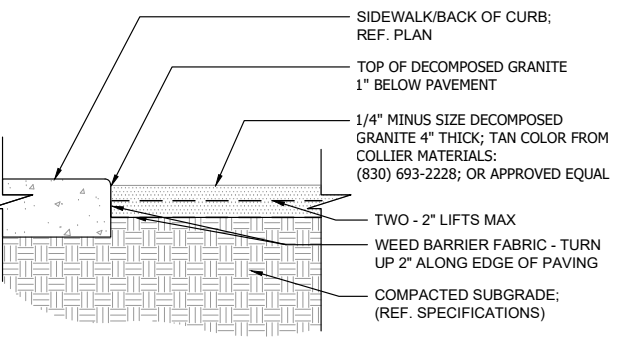
- NOTES:
1. ROOT BALL SIZE SHALL CONFORM TO THE LATEST EDITION OF AMERICAN STANDARD FOR NURSERY STOCK.
  2. ROOT BALL WIDTH SHOULD BE DETERMINED BY THE FOLLOWING; 10" OF ROOT BALL FOR EACH CALIPER INCH OF TREE TRUNK.
  3. ROOT BALL DEPTH IS 2/3 OF DIAMETER.
  4. DO NOT HEAVILY PRUNE THE TREE AT PLANTING; PRUNE ONLY CROSSOVER LIMBS, CO-DOMINANT LEADERS, AND BROKEN OR DEAD BRANCHES; HOWEVER, DO NOT REMOVE THE TERMINAL BUDDS OF BRANCHES THAT EXTEND TO THE EDGE OF THE CROWN.



- NOTES:
1. X = 12" MIN. FOR GROUND COVER
  2. X = 24" MIN. FOR SHRUBS
  3. SPACING DIAGRAM REFERS TO ALL PLANTING UNLESS OTHERWISE NOTED



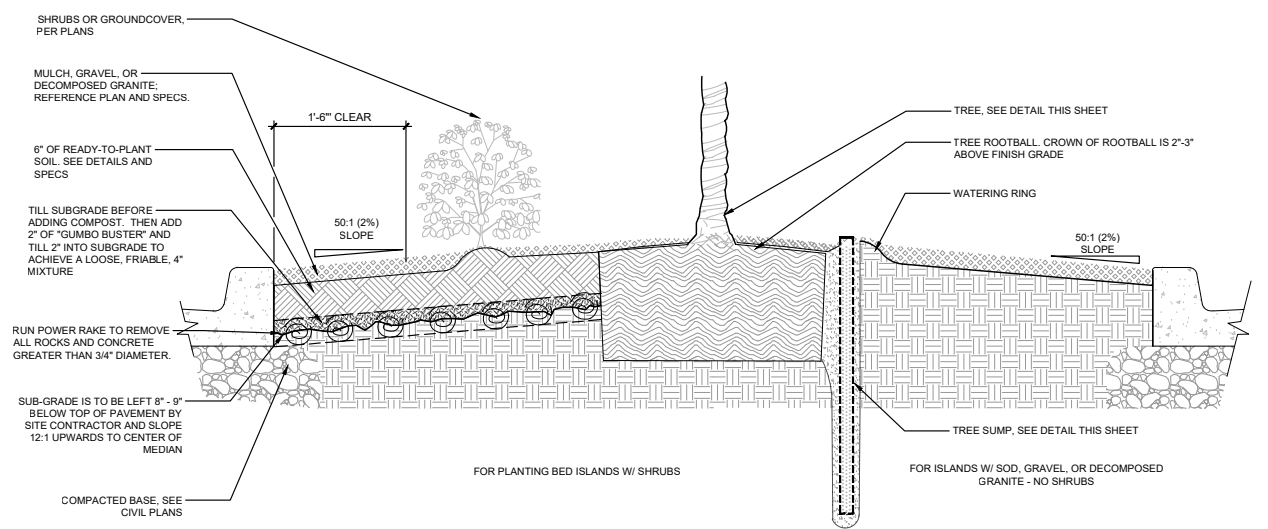
INSTALL IN 2" LIFTS WHILE COMPACTING WITH WATER AND A ROLLER TO NOT LESS THAN 90% NOR MORE THAN 95% OF MAXIMUM DRY DENSITY. DO NOT COMPACT OVER THE ROOTS OF PLANTS OR TREES.



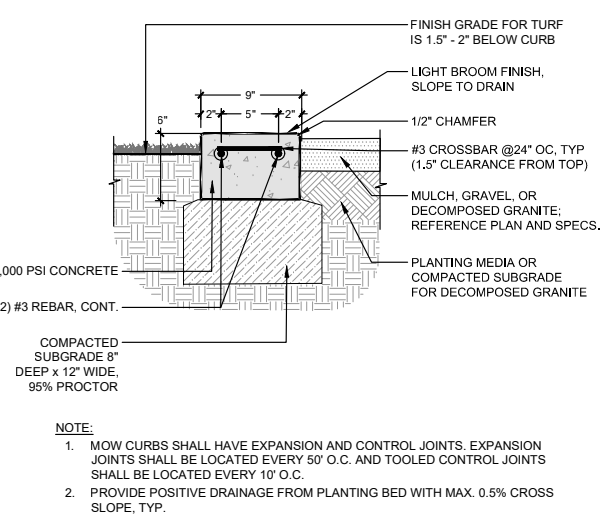
1 TREE PLANTING NTS TNP-ST-01

3 SHRUB AND GROUND COVER PLANTING DETAIL NTS TNP-ST-07

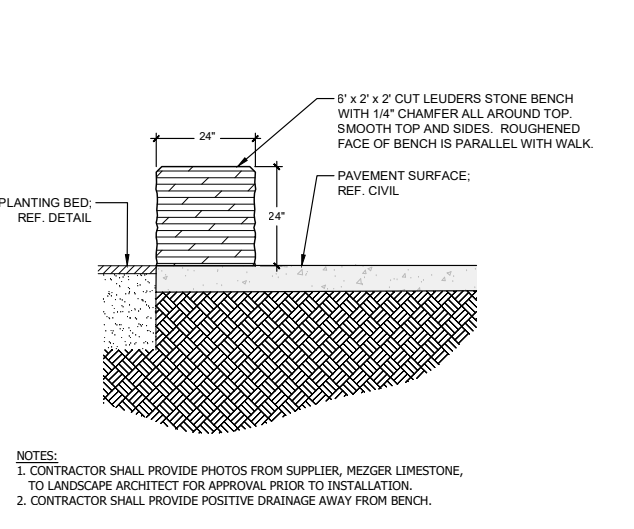
5 DECOMPOSED GRANITE NTS TNP-ST-05



2 PARKING LOT ISLAND WITH 2% SLOPE (APPLIES TO ALL PARKING LOT ISLANDS & MEDIANS) NTS TNP-ST-02

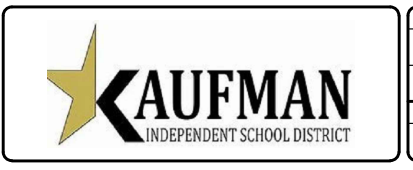


4 9" WIDE CONCRETE MOW CURB NTS TNP-ST-06

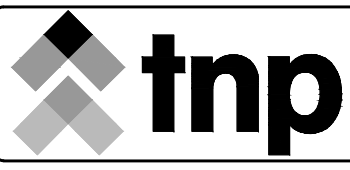


6 LUEDERS LIMESTONE BENCH ON CONCRETE NTS TNP-SE-36

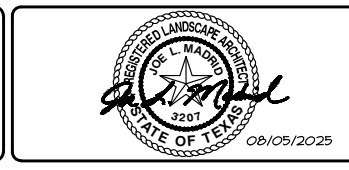
no.	revision	by	date
	ADDENDUM #1		08/05/25



scale	horiz	N/A
	vert	N/A
date		AUG 2025

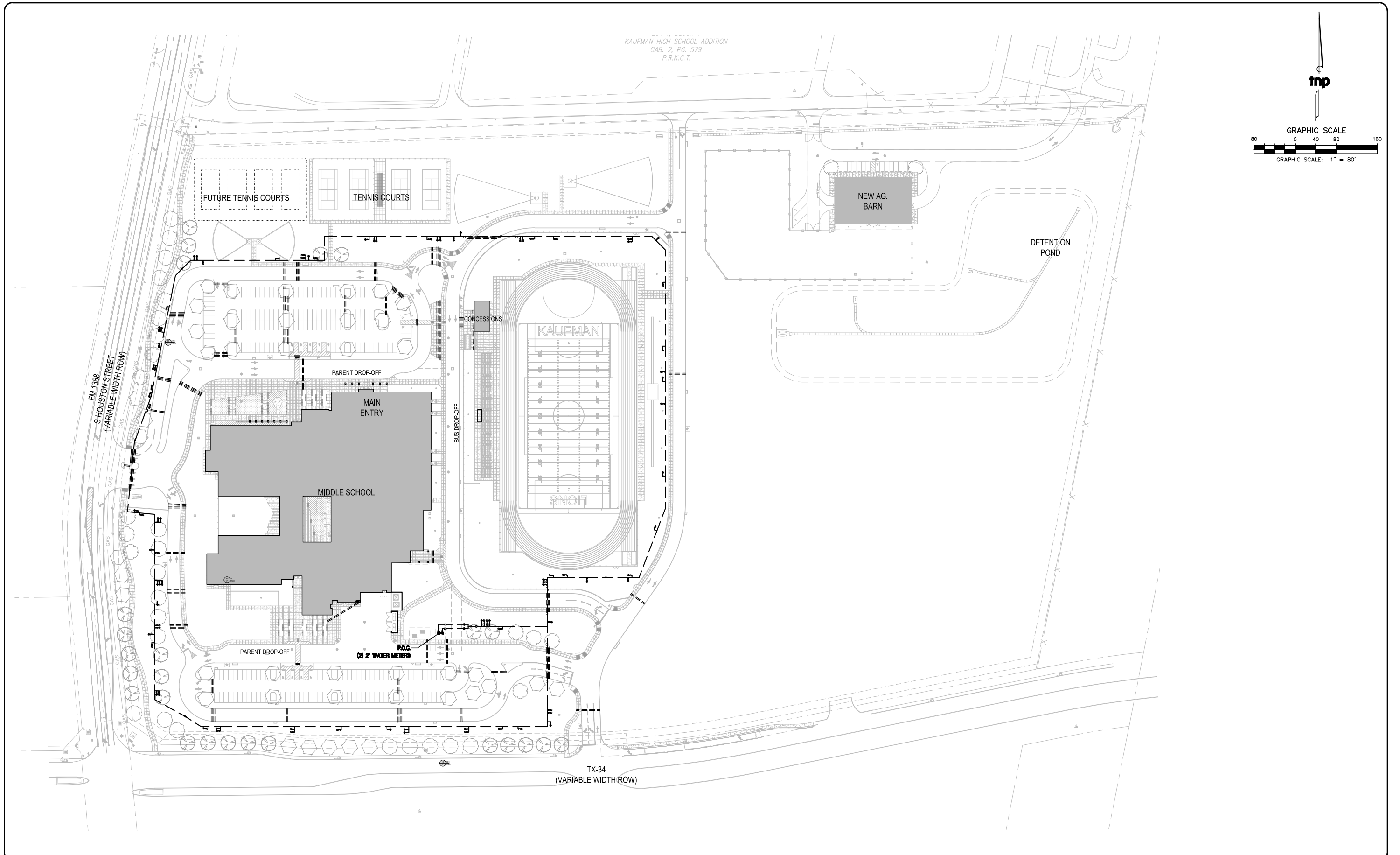


**teague nall & perkins**  
825 Watters Creek Boulevard., Suite M300  
Allen, Texas 75013  
214.461.9867 ph 214.461.9864 fx  
TBPE Registration No. F-230  
www.tnpsc.com



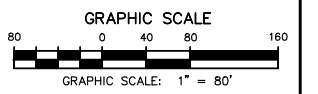
City of Kaufman, Texas  
Kaufman Independent School District  
**New Middle School**  
LANDSCAPE DETAILS

Inp project  
VLK24489  
**L1.18**



KAUFMAN HIGH SCHOOL ADDITION  
CAB. 2, PG. 579  
P.R.K.C.T.

tnp



ADDENDUM #1	08/05/25		
no.	revision	by	date



scale  
horiz  
1"=80'  
vert  
N/A  
date  
AUG 2025



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www.tnpsc.com



City of Kaufman, Texas  
Kaufman Independent School District  
**New Middle School**  
**OVERALL IRRIGATION PLAN**

Inp project  
VLK24489  
**IR1.01**



**Meeting**  
**Date: 9/22/2025**

**Date: 09/09/2025**

**Item #: 19.**

**Dept.: Development**  
**Services**

**PZ Item**

**SUBJECT:**

Consider and take appropriate action on the **Final Plat for Kaufman Middle School Addition**, Lot 1, Block A situated on 50.31 acres of land (Property ID 189566) out of the D. Falcon Survey, Abstract No. 151, City of Kaufman, Kaufman County, said property being generally located at the north-east corner of South Houston Street and State Highway 34. (Case No: FP-06-25)

**BACKGROUND:**

See the attached September 2, 2025, Planning and Zoning Commission Report and attachments.

Author:  
Martin Mares, Senior Planner

Reviewed:  
Mike Holder, City Manager

**Cost:**

**Funds Available:**

**Source:**

**Recommendation: Staff recommends approval of the Final Plat for Kaufman Middle School Addition, Lot 1, Block A. with the following condition:**

**1) Construction plans must be approved prior to the recordation of the plat.**



## Planning and Zoning Commission Report

**Meeting Date: September 2, 2025**

**SUBJECT:** Consider and make a recommendation to City Council for a **Final Plat for Kaufman Middle School Addition, Lot 1, Block A** situated on 50.31 acres of land (Property ID 189566) out of the D. Falcon Survey, Abstract No. 151, City of Kaufman, Kaufman County, said property being generally located at the north-east corner of South Houston Street and State Highway 34. (Case No: FP-06-25)

### SUMMARY:

The applicant is requesting approval of a Final Plat for the Kaufman Middle School Addition, Lot 1, Block A, to accommodate the proposed middle school. The property is zoned Planned Development-32 (PD-32) for Commercial uses.

The plans illustrate a school building oriented parallel to South Houston Street, along with tennis courts, an athletic field, a concession stand, an agriculture barn, parking areas, and open space reserved to the east for future development.

Access will be provided by two direct connections, one along State Highway 34 and the other along FM 1388. Internal circulation will be supported by a fire and utility easement connecting to the south, west, and north, which will also serve as the student pick-up and drop-off area.

The lot meets the minimum dimensional standards, including a width of 100 feet, a depth of 100 feet, and a lot area of at least 10,000 square feet.

### THOROUGHFARE PLAN:

State Highway 34 is designated as a "Type AA" major regional arterial bypass (4 lanes), with an ultimate right-of-way width of 240 feet. South Houston Street is designated as a "Type B" minor arterial (4 lanes), with an ultimate right-of-way width of 100 feet. A portion of variable width is being dedicated along Houston Street in order to achieve 50 feet from the centerline of the street.

### RECOMMENDATION:

Staff recommends approval of the Final Plat for Kaufman Middle School Addition, Lot 1, Block A. with the following condition:

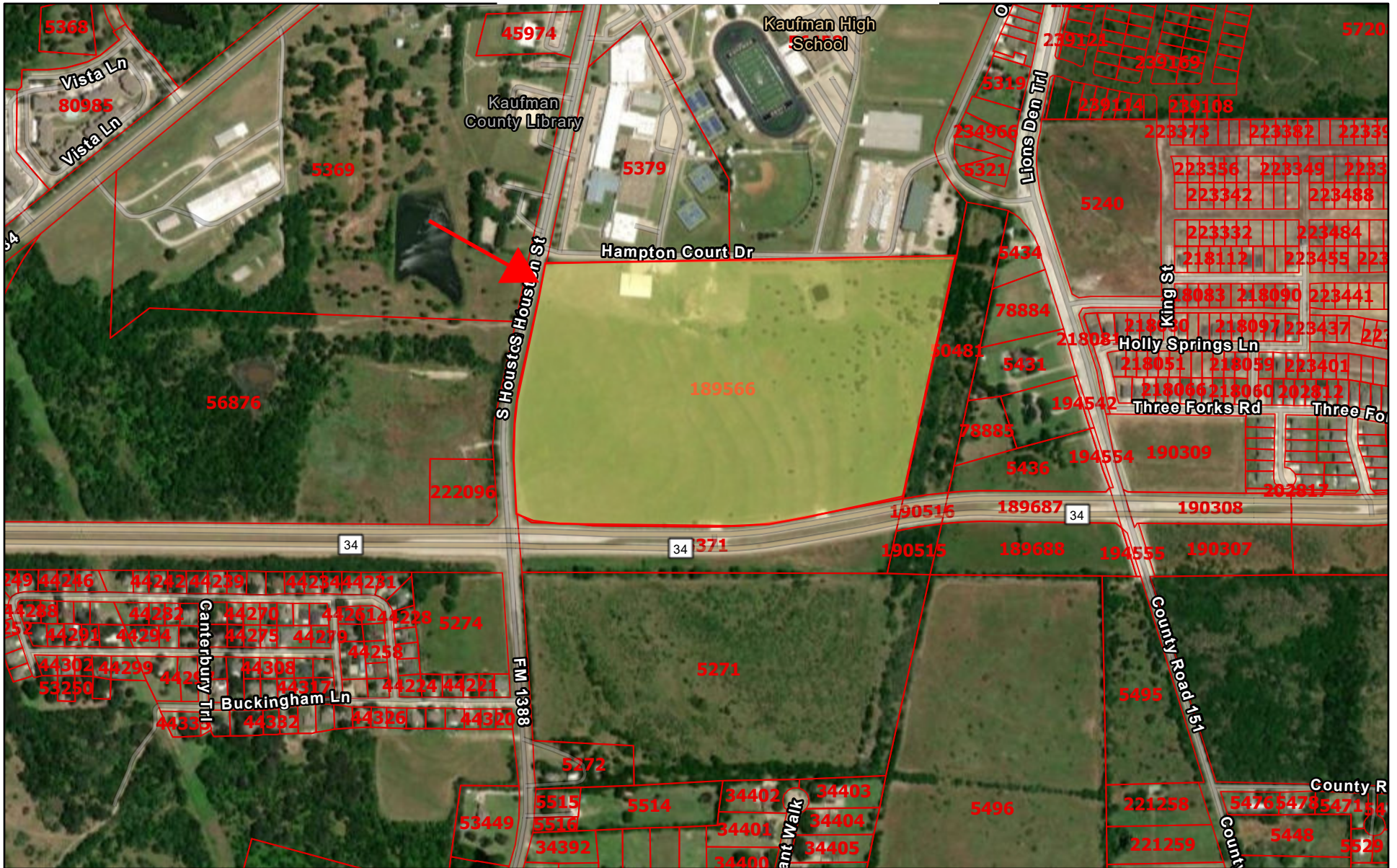
- 1) Construction plans must be approved prior to the recordation of the plat.

### ATTACHMENTS:

- Location Map
- Exhibit A – Final Plat

Martin Mares  
Senior Planner  
972-932-2216 ext. 117  
[mmares@kaufmantx.org](mailto:mmares@kaufmantx.org)

# LOCATION MAP



LOT 1, BLOCK 1  
KAUFMAN HIGH SCHOOL ADDITION  
CAB. 2, PG. 579  
P.R.K.C.T.

COUNTY OF KAUFMAN  
STATE OF TEXAS  
CALLED 249.57 AC  
VOL. 163, PG. 526  
D.R.K.C.T.

CITY OF KAUFMAN, TEXAS  
CALLED 51.953 AC  
VOL. 8724, PG. 426  
D.R.K.C.T.

BORDERS & LONG  
PROPERTIES, LLC  
- 34 LOOP SERIES  
CALLED 2.047 AC  
VOL. 7601, PG. 521  
D.R.K.C.T.

KAUFMAN HWY 34 HORIZON LLC  
CALLED 6.173 AC  
VOL. 8581, PG. 416  
D.R.K.C.T.

THE STATE OF TEXAS  
PARCEL 5  
CALLED 0.6758 AC  
VOL. 5003, PG. 116  
D.R.K.C.T.

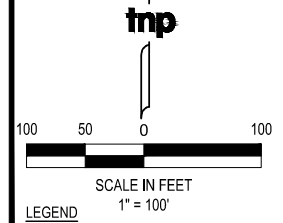
CR2730 ESTATES LLC AND SS  
DAVIS INVESTMENTS LLC  
CALLED 39.129 AC  
VOL. 7820, PG. 209  
D.R.K.C.T.

**LOT 1, BLOCK A**  
2,191,702 SQUARE FEET  
50.314 ACRES  
KAUFMAN INDEPENDENT SCHOOL DISTRICT  
CALLED 50.313 AC  
VOL. 4527, PG. 227  
D.R.K.C.T.

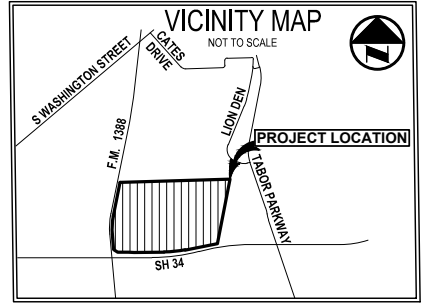
**STATE HIGHWAY 34**  
(A VARIABLE WIDTH RIGHT-OF-WAY)  
THE STATE OF TEXAS  
PARCEL 4  
VOL. 5003, PG. 116  
D.R.K.C.T.

**NOTES:**

- BEARINGS ARE REFERENCED TO GRID NORTH OF THE TEXAS COORDINATE SYSTEM OF 1983 (NORTH CENTRAL ZONE 4202; NAD83/2011) EPOCH 2010) AS DERIVED LOCALLY FROM ALLTERRA CENTRAL RTKNET CONTINUOUSLY OPERATING REFERENCE STATIONS (CORS) VIA REAL TIME KINEMATIC (RTK) SURVEY METHODS. ALL DISTANCES SHOWN ARE SURFACE DISTANCES USING A COMBINED SCALE FACTOR OF 1.000114077.
- BY GRAPHIC SCALE ONLY THE SUBJECT PROPERTY APPEARS TO LIE WITHIN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN), ACCORDING TO THE FLOOD INSURANCE RATE MAP FOR THE KAUFMAN COUNTY, TEXAS AND INCORPORATED AREAS (FIRM) NO. 48257C03100 DATED JULY 3, 2012 AND (FIRM) NO. 48257C0325D DATED JULY 3, 2012 OF THE NATIONAL INSURANCE RATE MAP PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY. THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.
- THE SURVEYOR, AS REQUIRED BY STATE LAW, IS RESPONSIBLE FOR SURVEYING INFORMATION ONLY AND BEARS NO RESPONSIBILITY FOR THE ACCURACY OF THE ENGINEERING DATA ON THIS PLAT.
- BLOCKING THE FLOW OF WATER IN DRAINAGE EASEMENTS AND FILLING OR OBSTRUCTION OF DRAINAGE FACILITIES OR FLOODWAYS WITH FENCING, TREE, BUSHES, STRUCTURES, TRASH, DEBRIS, ETC. IS PROHIBITED. MAINTENANCE OF DRAINAGE EASEMENTS AND DRAINAGE FACILITIES WILL BE THE RESPONSIBILITY OF THE INDIVIDUAL LOT OWNERS AND/OR THE HOMEOWNERS ASSOCIATION. THE CITY OF KAUFMAN WILL NOT BE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF SAID DRAINAGE EASEMENTS AND FACILITIES OR FOR THE CONTROL OF EROSION. THE CITY OF KAUFMAN WILL NOT BE RESPONSIBLE FOR ANY DAMAGE, PERSONAL INJURY, OR LOSS OF LIFE OR PROPERTY OCCASIONED BY FLOODING OR FLOODING CONDITIONS.
- NOTICE: SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCE AND STATE LAW, AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
- THIS PLAT DOES NOT ALTER OR REMOVE EXISTING DEED RESTRICTIONS, IF ANY, ON THIS PROPERTY.
- ALL DRAINAGE AND DETENTION EASEMENTS SHALL BE MAINTAINED, REPAIRED, AND REPLACED BY THE PROPERTY OWNER.
- MINIMUM FINISHED FLOOR ELEVATIONS ARE AT LEAST 2 FEET ABOVE THE 100-YEAR FLOOD PLAIN.



**LEGEND**  
 (C.M.) - CONTROLLING MONUMENT  
 IRF - IRON ROD FOUND  
 CIRF - CAPPED IRON ROD FOUND  
 D.R.K.C.T. - DEED RECORDS KAUFMAN COUNTY, TEXAS  
 P.R.K.C.T. - PLAT RECORDS KAUFMAN COUNTY, TEXAS  
 O.P.R.K.C.T. - OFFICIAL PUBLIC RECORDS KAUFMAN COUNTY, TEXAS



**FINAL PLAT**  
**KAUFMAN MIDDLE SCHOOL ADDITION**  
**LOT 1, BLOCK A**  
 50.314 ACRES  
 SITUATED IN THE  
 D. FALCON SURVEY, ABSTRACT NUMBER 151  
 CITY OF KAUFMAN, KAUFMAN COUNTY, TEXAS  
**1 NON-RESIDENTIAL LOT**

OWNER	PROJECT INFORMATION	SURVEYOR
KAUFMAN INDEPENDENT SCHOOL DISTRICT 1000 S. Houston Street Kaufman, Texas 75142 Contact: Dr. Joshua Garcia 972.932.2622	Project No.: KID 24492 Date: September 17, 2025 Drawn By: JM Scale: 1"=100' SHEET 1 of 2	TEAGUE NALL AND PERKINS, INC. 825 Watters Creek Boulevard, Suite M300 Allen, Texas 75013 214.461.9867 ph 214.461.9864 fx T.B.P.L.S. Registration No. 10194381 Contact: Jay Maddox

**EXHIBIT A**

**OWNER ACKNOWLEDGEMENT AND DEDICATION**

STATE OF TEXAS §  
COUNTY OF KAUFMAN §

I, the undersigned owner of the land shown on this plat within the area described by metes and bounds as follows:

WHEREAS KAUFMAN INDEPENDENT SCHOOL DISTRICT is the owner of a 50.314 acre tract of land situated in the D. Falcon Survey, Abstract Number 151, City of Kaufman, Kaufman County, Texas, same being all of a called 50.313 acre tract described by deed to Kaufman Independent School District as recorded in Volume 4527, Page 427 of the Deed Records of Kaufman County, Texas and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for the northwest corner of said 50.313 acre tract and the southwest corner of Lot 1, Block 1, Kaufman High School Addition, an addition to the City of Kaufman as recorded in Cabinet 2, Page 579 of the Plat Records of Kaufman County, Texas and lying on the west right-of-way of South Houston, also known as F.M. Highway No. 1388, a variable width right-of-way;

THENCE North 88 degrees 13 minutes 15 seconds East, along the north line of said 50.313 acre tract and the south line of said Lot 1, Block 1, a distance of 1878.37 feet to a 1/2 inch iron with cap stamped "SUMMIT" found for the northeast corner of said 50.313 acre tract and the southeast corner of said Lot 1, Block 1, also lying on the west line of a called 6.173 acre tract of land described by deed to Kaufman HWY 34 Horizon LLC as recorded in Volume 8581, Page 416 of the Deed Records of Kaufman County, Texas;

THENCE South 11 degrees 05 minutes 09 seconds West, along the east line of said 50.313 acre tract and the west line of said 6.173 acre tract, a distance of 1120.54 feet to a 3/8 inch iron rod found for the southeast corner of said 50.313 acre tract and the southwest corner of said 6.173 acre tract, also lying on the north right-of-way of State Highway 34 according to a called 9.6409 acre tract to the State of Texas (Parcel 4) recorded in Volume 5003, Page 116 of the Ded Records of Kaufman County, Texas;

THENCE along the north right-of-way of said State Highway 34 the following courses and distances:

South 78 degrees 35 minutes 27 seconds West, a distance of 560.55 feet to a TXDOT Aluminum Monument disk found for corner at the beginning of a curve to the right;

With a curve to the right having a radius of 1930.00 feet, a central angle of 10 degrees 48 minutes 38 seconds, an arc length of 364.15 feet, a chord bearing of South 83 degrees 59 minutes 47 seconds West, a distance of 363.61 feet to a TXDOT Aluminum Monument disk found for corner;

South 89 degrees 24 minutes 06 seconds West, a distance of 513.01 feet to a TXDOT Aluminum Monument disk found for corner;

North 84 degrees 51 minutes 33 seconds West, a distance of 100.00 feet to a TXDOT Aluminum Monument disk found for corner;

South 89 degrees 24 minutes 06 seconds West, a distance of 180.00 feet to a TXDOT Aluminum Monument disk found for corner at the southerly end of a corner clip of said State Highway 34;

THENCE North 55 degrees 54 minutes 49 seconds West, a distance of 80.01 feet along said corner clip to a TXDOT Aluminum Monument disk found for the northerly end of said corner clip lying on the west right-of-way of said F.M. Highway No. 1388;

THENCE along the west right-of-way of said F.M. Highway No. 1388 the following courses and distances:

North 05 degrees 19 minutes 07 seconds West, a distance of 252.79 feet to a concrete monument found for corner at the beginning of a curve to the right;

With a curve to the right having a radius of 1103.60 feet, a central angle of 16 degrees 37 minutes 54 seconds, an arc length of 320.35 feet, a chord bearing of North 02 degrees 59 minutes 50 seconds East, a distance of 319.23 feet to a 1/2 inch iron rod found for corner;

North 11 degrees 18 minutes 42 seconds East, a distance of 584.52 feet to the POINT OF BEGINNING containing 2,191,702 square feet, or 50.314 acres of land.

**SURVEYORS CERTIFICATE**

That I, BRIAN J. MADDOX, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon as set were properly placed under my personal supervision in accordance with the Subdivision Ordinance of the City of Kaufman.

\_\_\_\_\_  
BRIAN J. MADDOX  
Registered Professional Land Surveyor No. 5430

STATE OF TEXAS §  
COUNTY OF COLLIN §

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared BRIAN J. MADDOX, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public in and for the State of Texas

\_\_\_\_\_  
My Commission Expires On:

NOW, THEREFORE, KNOW ALL PERSON BY THESE PRESENTS:

THAT KAUFMAN INDEPENDENT SCHOOL DISTRICT acting herein by and through its duly authorized officer, does hereby adopt this plat designating the hereinabove described property as LOT 1, BLOCK A, KAUFMAN MIDDLE SCHOOL ADDITION, an addition to the City of Kaufman, Texas, and does hereby dedicate to the public use forever by fee simple title, free and clear of all liens and encumbrances, all streets, thoroughfares, alleys, fire lanes, drive aisles, parking spaces, parks and trails, and to the public use forever Easements for sidewalks, storm drainage facilities, floodways, water mains, wastewater mains, and other utilities and facilities, and any other property necessary to serve the plat and to implement the requirements of the subdivision regulations and other City codes and do hereby bind ourselves, our heirs, successors and assigns to warrant and to forever defend the title on the land so dedicated. Further, the undersigned covenants and agrees that he/she shall maintain all Easements and facilities in a state of good repair and functional condition at all times in accordance with City codes and regulations. No buildings, fences, tress shrubs or other improvements or growths shall be constructed or placed upon, over, across the Easements as shown, except that landscape improvements may be installed, if approved by the City of Kaufman. At no point shall any overhead utilities be installed on the subject property. The City of Kaufman and public utility entities shall have the right to access and maintain all respective Easements without the necessity at any time of procuring permission from anyone.

By: KAUFMAN INDEPENDENT SCHOOL DISTRICT

Owner: \_\_\_\_\_

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

STATE OF TEXAS §  
COUNTY OF KAUFMAN §

BEFORE ME, the undersigned authority in and for \_\_\_\_\_, County, Texas, on this day personally appeared \_\_\_\_\_, known to me to be the person and officer whose name is subscribed to the foregoing instrument known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she is \_\_\_\_\_, and that he/she is authorized to execute the foregoing instrument for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas

\_\_\_\_\_  
My Commission Expires On:

CERTIFICATE OF PLAT APPROVAL	
Approved	
_____ Planning and Zoning Commission Chairperson City of Kaufman, Texas	_____ Date
_____ Mayor City of Kaufman, Texas	_____ Date
Witness by hand this _____ day of _____, 20_____.	
_____ City Secretary City of Kaufman, Texas	

**FINAL PLAT  
KAUFMAN MIDDLE SCHOOL ADDITION  
LOT 1, BLOCK A  
50.314 ACRES  
SITUATED IN THE  
D. FALCON SURVEY, ABSTRACT NUMBER 151  
CITY OF KAUFMAN, KAUFMAN COUNTY, TEXAS  
1 NON-RESIDENTIAL LOT**

OWNER	PROJECT INFORMATION	SURVEYOR
KAUFMAN INDEPENDENT SCHOOL DISTRICT 1000 S. Houston Street Kaufman, Texas 75142 Contact: Dr. Joshua Garcia 972.932.2622	Project No.: KID 24492 Date: September 17, 2025 Drawn By: JM Scale: 1"=100' SHEET 2 of 2	TEAGUE NALL AND PERKINS, INC. 825 Watters Creek Boulevard, Suite M300 Allen, Texas 75013 214.461.9867 ph 214.461.9864 fx T.B.P.L.S. Registration No. 10194381 Contact: Jay Maddox



**Meeting**  
**Date: 9/22/2025**

**Date: 09/09/2025**

**Item #: 20.**

**Dept.: Development**  
**Services**

**PZ Item**

**SUBJECT:**

Consider and take appropriate action on the **Site Plan for The Center**, situated on 0.537 acres of land (Property ID 59775) out of the Kaufman Heads Over Heels Addition Final Plat, City of Kaufman, Kaufman County, Texas, generally located at 400 Terrell Highway. (Case No. SP-07-25)

**BACKGROUND:**

See the attached September 2, 2025, Planning and Zoning Commission Report and attachments.

**Author:**

Martin Mares, Senior Planner

**Reviewed:**

Mike Holder, City Manager

**Cost:**

**Funds Available:**

**Source:**

**Recommendation: Staff recommends approval of the Site Plan for The Center, on 0.537 acres of the Kaufman Heads Over Heels Addition with the following condition:**

**1) The structure shall not be enlarged or expanded until the front setback nonconformity has been resolved.**



## **Planning and Zoning Commission Report**

**Meeting Date: September 2, 2025**

**SUBJECT:** Consider and make a recommendation to City Council on the Site Plan of The Center, situated on 0.537 acres of land (Property ID 59775) out of the Kaufman Heads Over Heels Addition Final Plat, City of Kaufman, Kaufman County, Texas, generally located at 400 Terrell Highway. (Case No. SP-07-25)

### **BACKGROUND/SUMMARY:**

The subject property, located at 400 Terrell Highway, was platted as part of the Kaufman Heads Over Heels Addition on January 7, 2003. As part of that plat, a 30-foot street dedication was provided.

The property is zoned Commercial (C) and is currently used as a Christian Help Center, also known as The Center. The facility provides vital community resources, support, education, and care. This use is classified as an "Institution of a charitable or philanthropic nature" in the use chart, which is permitted by right in the Commercial zoning district. The applicant is proposing an addition to the existing development

Per Section 39, the submittal of a site plan is required when any redevelopment, addition, or alteration to an existing site or structure exceeds ten percent (10%) of the gross floor area, results in a change of use that increases the parking requirement by more than ten percent (10%) of the existing parking or materially changes traffic circulation. Because the proposed addition represents approximately a 28 percent increase in gross floor area, a site plan submittal is required.

### **Site Plan:**

The existing development includes a 4,320-square-foot building and 27 on-site parking spaces, including two accessible spaces. The proposed addition consists of 960 square feet. The site is fully developed, and the addition does not trigger a parking deficiency, as the site provides ample parking.

### **Parking and Access**

For institutions of a philanthropic nature, the parking requirement is ten (10) spaces plus one (1) additional space for each employee. Based on this calculation, a total of 13 parking spaces would be required for the existing development, which has three employees. The site provides approximately 27 spaces, exceeding the requirement and demonstrating that adequate parking is available.

Access to the site is provided by two primary driveways along Dellis Avenue, allowing circulation from both entry points.

**Non-Conforming Building:**

When the plat was approved in 2003, the required 30-foot street dedication caused the existing structure on the site to become nonconforming with respect to the front setback. In conjunction with this application, the applicant has submitted a variance request to the Board of Adjustment (ZBA). Section 34.6(C) of the nonconforming provisions states: “A nonconforming use or structure shall not be enlarged, increased, or extended to occupy a greater area of land than was occupied at the time the use or structure became nonconforming, except to provide additional off-street parking or loading areas required by this Ordinance.”

The applicant is requesting a variance to the front setback in order to bring the structure into conformance, which would then allow for the proposed expansion. Conditions have been included to ensure that the applicant completes the variance process, and, if the variance is approved, the structure may be enlarged accordingly.

**SURROUNDING ZONING AND EXISTING LAND USES:**

	<b>Zoning</b>	<b>Existing Land Use</b>
<b>North:</b>	<b>SF-6 Commercial</b>	<b>Residential Homes Residential Homes</b>
<b>West:</b>	<b>SF-6</b>	<b>Residential Homes</b>
<b>South:</b>	<b>SF-6 Commercial</b>	<b>Residential Homes Vacant Land</b>
<b>East:</b>	<b>SF-6</b>	<b>Residential Homes</b>



**COMPREHENSIVE PLAN:**

The 2014 Future Land Use Plan designates the subject property for future single-family use; however, the property is currently zoned and operating as commercial.

**Thoroughfare Plan:**

Highway 34 is classified as a Type “A” Major Arterial, requiring a 120-foot right-of-way. The necessary right-of-way was provided on the Kaufman Heads Over Heels Addition plat dated in January 2003.

Dellis Street is classified as a Type “D” Minor Collector, requiring a 60-foot right-of-way, and the existing driveways are located off Dellis Street, which is controlled by the City of Kaufman.

**RECOMMENDATION:**

Staff recommends approval of the Site Plan for The Center, on 0.537 acres of the Kaufman Heads Over Heels Addition with the following condition:

- 1) The structure shall not be enlarged or expanded until the front setback nonconformity has been resolved.

**ATTACHMENTS:**

- Location Map

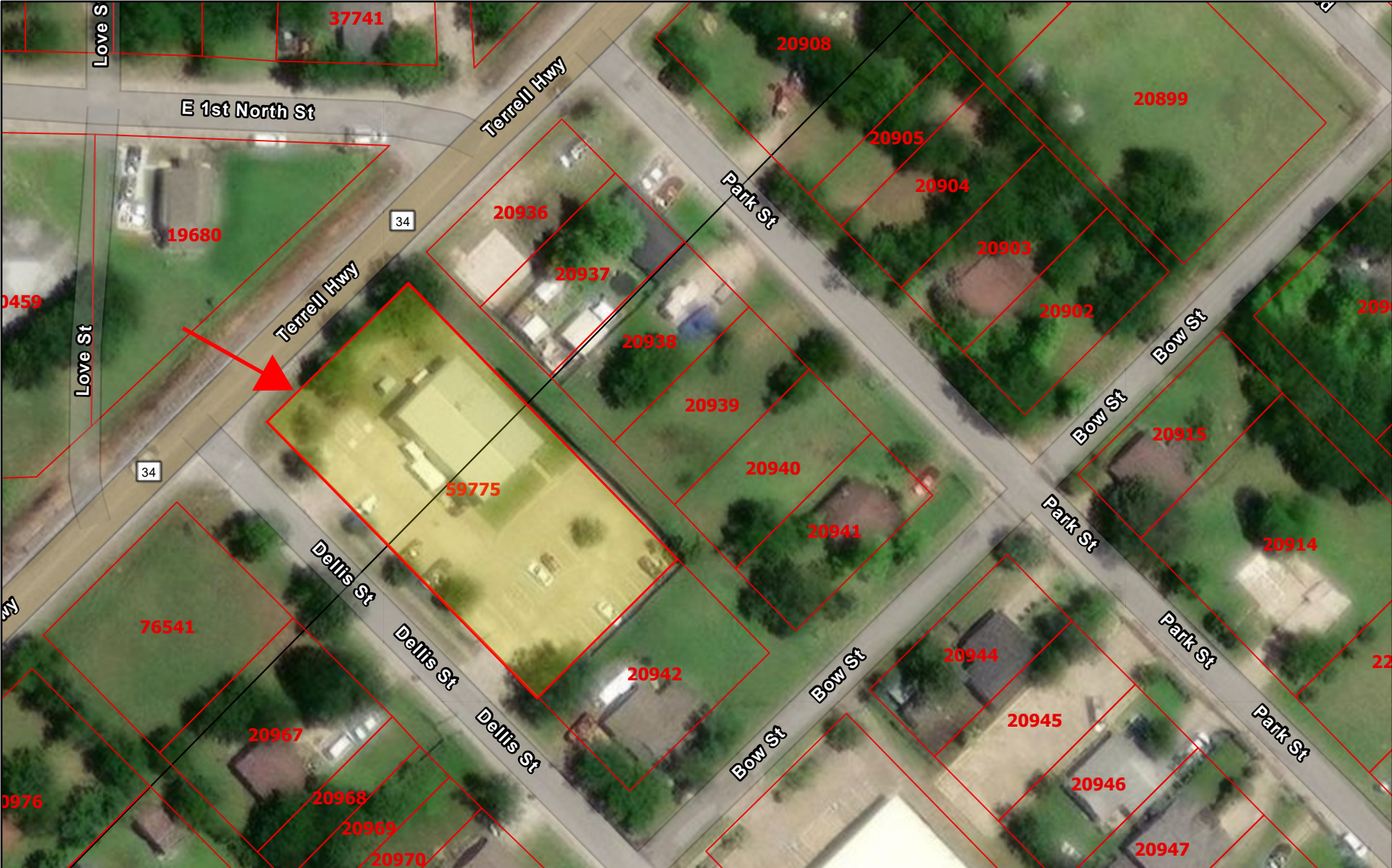
- Exhibit A – Site Plan

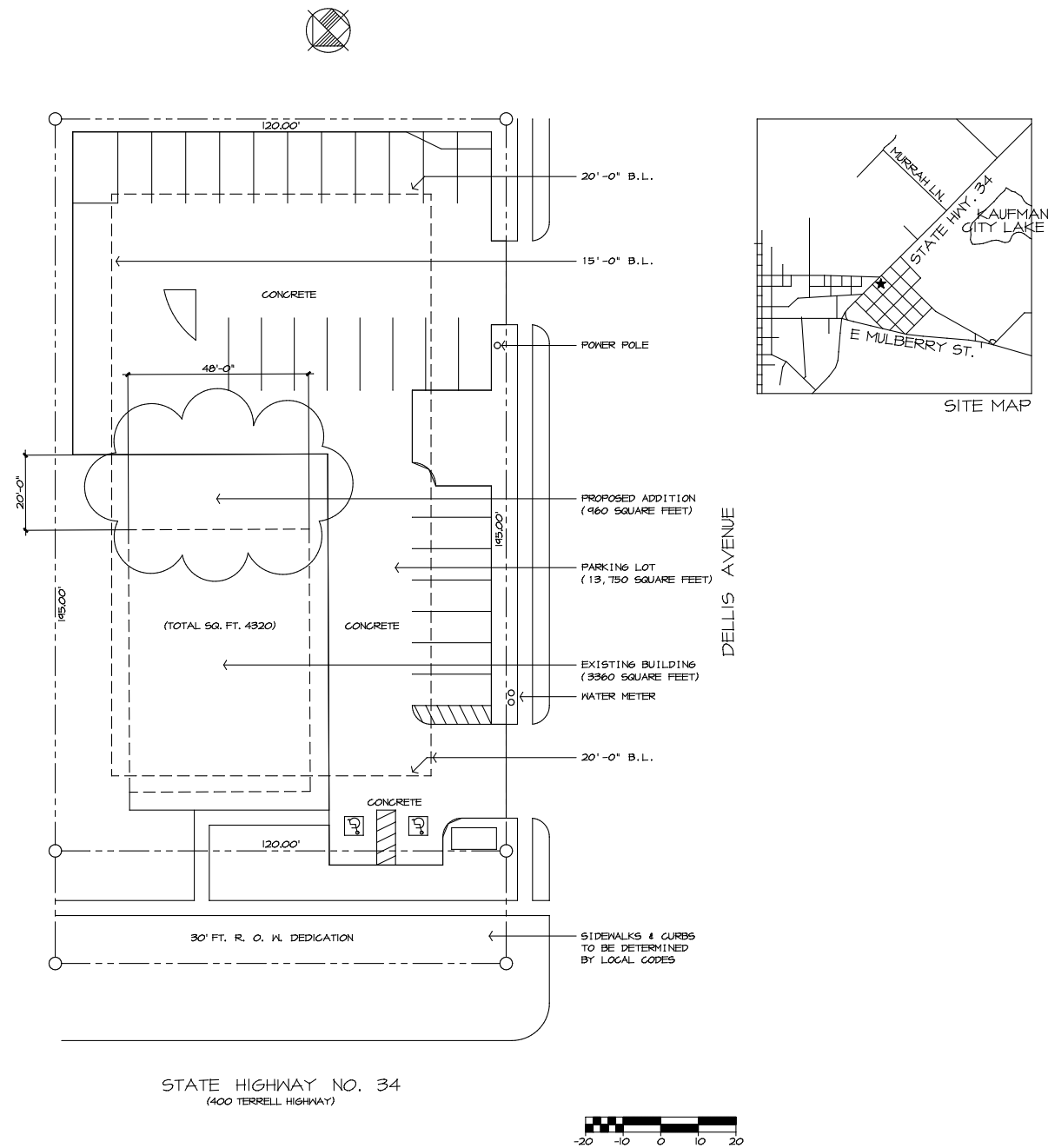
Martin Mares  
Senior Planner  
972-932-2216 ext. 117  
[mmares@kaufmantx.org](mailto:mmares@kaufmantx.org)

- Exhibit A – Site Plan

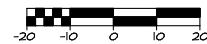
Martin Mares  
Senior Planner  
972-932-2216 ext. 117  
[mmares@kaufmantx.org](mailto:mmares@kaufmantx.org)

# LOCATION MAP





STATE HIGHWAY NO. 34  
(400 TERRELL HIGHWAY)



**PLOT PLAN** SCALE: 1" = 20'-0"

BUILDER	
BUILDER CLIENT	LOT 16R BLOCK 16
<b>KAUFMAN CHRISTIAN HELP CENTER</b>	HEAD OVER HEELS ADD. 400 TERRELL HIGHWAY KAUFMAN TEXAS

<b>SWINTECH</b>		DATE	DEC. 18, 2023
CUSTOM DESIGNS		REVISION DATE	
DESIGNER		JOB NO.	
PLANNER		COMP. JOB NO.	23147
457B CR 103 • KAUFMAN, TEXAS		SHEET NO.	1
			214-406-8052



**Meeting**  
**Date: 9/22/2025**

**Date: 08/19/2025**

**Item #: 21.**

**Dept.: Economic  
Development  
Corporation**

**Action Item**

**SUBJECT:**

Consider and take appropriate action on Chapter 380 Economic Development and Performance Agreement between the City of Kaufman, Texas and Lowe's Home Center, LLC; and authorizing the Mayor to execute necessary documents.

**BACKGROUND:**

**PREVIOUS BACKGROUND INFORMATION**

As part of the site selection of Lowe's in Kaufman, it was negotiated to assist with half of their site infrastructure costs. The costs of this infrastructure (utilities, detention pond, parking lot, etc.) total \$6,830,000. The 380 Agreement between the City and Lowe's would provide an annual grant to Lowe's based on 3/4-cent of the 1 penny general fund sales tax levied, not to exceed \$3,415,000 (50% of costs).

The 380 Agreement stipulates this grant will be processed annually following collection of all sales tax by Lowe's for the prior year. The contract has a timeline of 15 years to give time for the store to meet the threshold of \$3.415 million, however, based on similar stores, it's anticipated this grant will last approximately 10 years. Lowe's will have to pull permits by September 30, 2025 and open no later than January 31, 2027. A provision is also in the agreement that stipulates should Lowe's close the store within 24 months following their final grant, they will have to repay the City of Kaufman 50% of their total benefit. They will be required to submit an annual compliance report to the City, as well. They will, in good faith, create community partnerships with local organizations and work with the City to potentially negotiate a procurement agreement.

During the course of the agreement, the City will receive sales tax revenue outside of the grant agreement at the following: 0.25% General Fund, 0.25% Street Maintenance, 0.5% Property Tax Reduction. The KEDC will also receive 0.25%. Based on an estimated \$50 million in annual taxable sales, this will generate \$625,000 plus all ad valorem revenue.

**UPDATED AGREEMENT INFORMATION**

At the July City Council meeting, a Chapter 380 Agreement was approved between the City and Lowe's. While staff received feedback that we could get approval, there were comments following approval from Lowe's legal department regarding some tweaks they needed in the Agreement.

Updates to the agreement include:

- New effective date of September 22, 2025
- Deleted Community Partnerships & Procurement provisions (both were "good faith" and unenforceable)
- Minor adjustments based on discussions between City Attorney & Lowe's Legal Division (City Attorney approved of the changes)

Author:  
Stewart McGregor , Executive Director

Reviewed:  
Mike Holder, City Manager

**Cost:** \$3,415,000.00

**Funds Available:** General Fund Sales Tax Revenue  
**Source:** Annual Sales Tax Revenue Generated by Lowe's

**Recommendation:** Staff recommends approval of a Chapter 380 Economic Development and Performance Agreement between the City and Lowe's Home Center, LLC; and authorizing the Mayor to execute necessary documents.

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

**CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT  
AND PERFORMANCE AGREEMENT**

This **CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT AND PERFORMANCE AGREEMENT** by and between the *CITY OF KAUFMAN, TEXAS*, a Texas home-rule municipality, and Lowe's Homes Center, LLC, a North Carolina limited liability company, is made and executed on the following recitals, terms and conditions.

**WHEREAS**, certain capitalized terms used herein are defined in Section 3, below; and

**WHEREAS**, the City desires to provide, pursuant to Chapter 380 of the Texas Local Government Code an incentive to Developer to develop the Property as defined below; and

**WHEREAS**, the City possesses the legal and statutory authority under Chapter 380 of the Texas Local Government Code to make loans or grants of public funds for the purposes of promoting local economic development and stimulating business and commercial activity within the City of Kaufman, Texas; and

**WHEREAS**, the City has determined that a grant of funds to the Developer will serve the public purpose of promoting local economic development, with the development and diversification of the economy of the State and City, will eliminate unemployment and underemployment in the State and City, and will enhance business and commercial activity within the City of Kaufman, Texas; and

**WHEREAS**, the City has concluded and hereby finds that this Agreement clearly promotes economic development in the City of Kaufman, Texas, and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code, and further, is in the best interests of the City and the Developer; and

**WHEREAS**, the City has concluded and hereby finds that this Agreement clearly promotes economic development in the City of Kaufman, Texas, and, as such, meets the requirements of Article III, Section 52-a of the Texas Constitution by assisting in the development and diversification of the economy of the State, by eliminating unemployment or underemployment in the State, and by the development or expansion of commerce within the State; and

**WHEREAS**, Developer has applied to the City for financial assistance necessary to construct a home improvement retail facility containing at least 137,000 gross square feet to be generally located on approximately 12.73 acres of land situated at the intersection of Kings Fort Parkway and Center Lane, Kings Fort Development, City of Kaufman, Kaufman County, Texas; and

**NOW, THEREFORE**, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Developer agree as follows:

**SECTION 1. FINDINGS INCORPORATED.**

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

**SECTION 2. TERM.**

- (a) This Agreement shall be effective as of the Effective Date, as defined herein, and shall continue thereafter until the sooner of the following: (1) the total payments to Developer pursuant to Section 5(a) of this Agreement equals Three Million Four Hundred Fifteen Thousand and No/Dollars (\$3,415,000); or (2) December 31, 2041 unless terminated sooner under the provisions hereof (the ‘Term’). Any payment due to Developer for the year 2041 shall survive the Term of this Agreement.
- (b) Notwithstanding anything to the contrary set forth in this Agreement, if either (i) Developer has not closed on the acquisition of the Property by the Acquisition Deadline, or (ii) a building permit for the Facility is not obtained by the Developer before September 30, 2025, this Agreement shall automatically terminate, be void *ab initio*, and be of no further force or effect as of such date and the parties shall have no further rights or obligations hereunder.
- (c) The term may be extended beyond December 31, 2041, by written agreement of both parties.

**SECTION 3. DEFINITIONS.**

The following words shall have the following meanings when used in this Agreement.

- (a) **Acquisition Deadline.** The words ‘Acquisition Deadline’ shall mean May 30, 2025.
- (b) **Agreement.** The word ‘Agreement’ means this Chapter 380 Economic Development Agreement and Performance Agreement, together with all exhibits and schedules attached to this Agreement from time to time, if any.
- (c) **Annual Report.** The words ‘Annual Report’ mean a written verification signed by a duly authorized representative of Developer that shall certify the number of Full-Time Equivalent Employment Positions, and report all community partnership activities using the form attached hereto as *Exhibit D*.
- (e) **City.** The word ‘City’ means the City of Kaufman, Texas, a Texas home rule municipality, whose corporate address for the purposes of this Agreement is 209 S, Washington Street, Kaufman, Texas 75142.
- (f) **City Program Grant Payment.** The words ‘City Program Grant Payment’ are defined in Section 5(a).

- (g) **City Regulation.** The word “City Regulation” means any ordinance, rule, regulation, standard, policy, order, guideline, master plans, or other City-adopted or City-enforced requirement, as amended and adopted by the City for uniform application throughout the corporate limits, and as are applicable to the Property and development of the Facility.
- (h) **Claim.** The word “Claim” is defined in Section 9(a).
- (i) **Developer.** The word “Developer” means Lowe’s Homes Center, LLC, a North Carolina limited liability company, and any of its related entities that may operate at the Property, its successors and assigns, whose address for the purposes of this Agreement is 1000 Lowe’s Boulevard, Mooresville, NC 28117.
- (j) **Effective Date.** The words “Effective Date” mean September 22, 2025.
- (k) **Event of Default.** The words “Event of Default” mean and include any of the Events of Default set forth below in the section entitled “Events of Default.”
- (l) **Facility.** The word “Facility” means the Lowe’s-branded home improvement retail facility on the Property containing at least 137,000 gross square feet (inclusive of a building and enclosed garden center), as generally depicted in *Exhibit A* of this Agreement, which is attached hereto and is incorporated herein for all purposes.
- (m) **Force Majeure.** The words “Force Majeure” means a delay in Developer’s performance of any act required hereunder by reason of: Acts of God or severe and/or inclement weather; strikes; lockouts; pandemic; labor troubles; inability to procure materials; failure of power or other unavailability of any utility service; governmental laws, regulations, requirements, conditions, procedures, resource constraints, or administrative delays; riots or insurrections; the act, failure to act, or default of another party; war, or other reason beyond such party’s control (individually “Force Majeure”); where applicable herein, the performance of such act delayed by an event of Force Majeure will be excused for the period of the delay, and the period of the performance of any such act shall be extended for a period equivalent to the period of such delay.
- (n) **Full-Time Equivalent Employment Position.** The words “Full-Time Equivalent Employment Position” or “Full-Time Equivalent Employment Positions” mean and include a job requiring a minimum of Two Thousand and Eighty (2,080) hours of work averaged over a twelve (12) month period.
- (o) **Notice.** The word “notice” is defined in Section 10(g).
- (p) **Property.** The word “Property” means the approximately 12.73 acres of land situated at the intersection of Kings Fort Parkway and Center Lane, Kings Fort Development, City of Kaufman, Kaufman County, Texas, as generally depicted in *Exhibit B* of this Agreement, which is attached hereto and is incorporated herein for all purposes.

- (q) **Qualified Expenditures.** The words “Qualified Expenditures” mean those actual costs for the construction of site infrastructure located on the Property necessary to develop the Facility.
- (r) **Sales and Use Tax.** The words “Sales and Use Tax” or “Sales and Use Taxes” mean the City’s municipal sales and use tax, at the current rate of one percent (1.0%), pursuant to Section 321.103(a) of the Texas Tax Code, as amended, or a lower rate if the rate is reduced in the future.
- (s) **Sales Tax Report.** The words “Sales Tax Report” mean Sales Tax Report as defined in Section 4(e).
- (t) **State Comptroller.** The words “State Comptroller” mean the Office of the Texas Comptroller of Public Accounts, or any successor agency.
- (u) **Term.** The word “Term” means the term of this Agreement as specified in Section 2 of this Agreement.

**Commented [AM1]:** This is not an EDC incentivizing the development and this language is related to the Development Corporation Act.

**Commented [SL2R1]:** Reverted to previous language

**SECTION 4. AFFIRMATIVE COVENANTS OF DEVELOPER.**

Developer covenants and agrees with the City that, while this Agreement is in effect, it shall comply with the following terms and conditions:

- (a) **Qualified Expenditures.** Developer covenants and agrees to submit to the City contracts, invoices, receipts, all bills paid affidavits, and other documentation in a form reasonably acceptable to the City evidencing qualified expenditures in a minimum amount of **Six Million and Eight Hundred Thirty Thousand No/100 Dollars (\$6,830,000)** by **December 31, 2026**. If such invoices, receipts, or other documentation are incomplete or insufficient for City to verify the Qualified Expenditures, City shall notify Developer, and Developer shall promptly supply any missing or necessary additional information necessary to verify the Qualified Expenditures.
- (b) **Certificate of Occupancy.** Developer covenants and agrees to, after complying with all City Regulations, obtain or cause to be obtained by **December 31, 2026**, a certificate of occupancy from the City of Kaufman, Texas, for the Facility located on the Property.
- (c) **Development.** The Facility shall be constructed and operated in accordance with the plans provided in *Exhibit A*, and any site plan, building elevations, or landscape plans approved by the City. Developer agrees that materials and finish-out used for the Facility shall be substantially similar to such plans. Developer agrees that construction shall be in conformance with the most recently adopted City Regulations, including but not limited to the building codes of the City, and that building permit applications will be reviewed under such codes. The Property shall be subject to those fees and charges due and payable to the City in connection with the development of the Property that are charged pursuant to City

Regulations to other developments located within the corporate limits of the City. The Developer shall construct the Facility consistent with and comparable to the attached renderings and also shall abide by the City’s architectural standards, especially in regard to building materials, color regulations and signage, subject to review and approval by City staff at time of permitting. Throughout the Term of this Agreement and beyond, the Developer shall ensure that the façade of the Facility adheres strictly to the architectural elevations depicted in *Exhibit A*. Notwithstanding any termination or expiration of this Agreement, Developer hereby covenants and agrees that it shall continue to maintain and adhere to the architectural elevations depicted in *Exhibit A* for the façade of the Facility. Any alterations or modifications to the façade, whether during the Term of this Agreement or thereafter, shall only be undertaken with the prior written consent of the City. The development and use of the Property shall comply with all applicable City Regulations, including but not limited to the Kaufman Comprehensive Zoning and Subdivision Ordinances, as amended.

**Commented [AM3]:** Since the City may have different design standards, the City is requesting this language be removed. The City has already approved everything relating to this development so this is not really necessary.

**Commented [SL4R3]:** Removed

- (d) **Operate Facility.** Subject to Force Majeure, casualty and condemnation events as more specifically set forth below, Developer agrees to commence operations as a retail store open to the public by **January 31, 2027** and to maintain and operate the Facility located on the Property during the Term of this Agreement. Further, upon a receipt of a certificate of occupancy from the City of Kaufman, Texas, Developer covenants and agrees to keep Facility open as a retail store during normal operating hours during the Term of this Agreement, subject, however, to cessation of operations resulting from the following: (i) events of Force Majeure, (ii) condemnation of all or a portion of the Property which materially interferes with Facility operations, or (iii) casualty events that result in a destruction of all or a material portion of the Facility. Notwithstanding the foregoing or anything contained herein to the contrary, in the event Developer permanently ceases operations (subject to tolling for an event of Force Majeure, condemnation or casualty as set forth above) at the Facility prior to the expiration of the Term, Developer will no longer be entitled to receive any future Program Grant Payments due under this Agreement from and after the date Developer ceases such operations.
- (e) **Reporting of Sales and Use Tax.** Developer covenants and agrees to provide to the City, on an annual basis, a copy of the sales and use tax reports that were submitted to the State Comptroller relating to the remission of all local sales and use taxes collected by the Facility as a result of the operation of the Facility and the total annual sales occurring at the Property (“Sales Tax Report”). Additionally, Developer covenants and agrees to obtain any third party’s consent for the State Comptroller’s office to release the annual reported figures along with any State audit adjustments to the City. A form of “Waiver of Sales Tax Confidentiality” is attached as *Exhibit C*. The City hereby agrees to keep this information “Confidential” consistent with Section 321.3022(f) of the Texas Tax Code, and to the extent allowed by law. The first Sales Tax Report from the Developer shall be due by March 31 of the first calendar year after the Facility commences operations, and annually thereafter.
- (f) **Job Creation and Retention.** Developer covenants and agrees beginning on **March 31,**

2027, and annually for fifteen (15) years during the Term of this Agreement, unless terminated sooner as set forth in Section 2 of this Agreement, Developer shall submit to the City an Annual Report covering the Full-Time Equivalent Employment Positions created and maintained during the Term of this Agreement. All Annual Reports shall include quarterly IRS 941 returns or Texas Workforce Commission Employer Quarterly Reports.

**Commented [AM5]:** This needs to stay in but add “for fifteen years, unless terminated sooner as set forth in Section 2 of this Agreement.”

**Commented [SL6R5]:** Revised accordingly

- (g) **Performance.** Developer agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements between Developer and City.
- (h) **Prohibited Uses:** Developer covenants and agrees during the Term of this Agreement that unless otherwise approved by the City, and only in the event that the zoning on the Property allows such uses, that the following uses shall not be allowed in any portion of the Facility: alternative financial services (although Developer may allow for its customary check cashing and money transfers as services provided within its store), sexually oriented business, body art facilities, smoke shops, drug or vice paraphernalia, gaming or slot machines (excluding arcades), lewd merchandise sales, pawn shops, and outdoor storage/display within the parking lot provided the Property is otherwise in conformance with the City’s zoning ordinances; notwithstanding anything contained in the foregoing to the contrary, Developer may store and display goods and merchandise in the areas of the Property designated on the site plan attached as **Exhibit E** (“Site Plan”) as “Outdoor Storage and Display”, the parties acknowledging that Developer has received governmental approval for the outdoor storage and display of goods and merchandise in the areas so designated on the Site Plan.

**SECTION 5. AFFIRMATIVE COVENANTS OF THE CITY.**

**Commented [SL7]:** We are happy to connect the City with our External Affairs group who can discuss our typical community involvement.

City covenants and agrees with the Developer that, while this Agreement is in effect, it shall comply with the following terms and conditions:

- (a) **Program Grant Payments. Sales and Use Tax.** The City covenants and agrees to pay Developer program grant payments in the table below based upon a percentage of seventy-five percent (75%) of the City’s Sales and Use Tax reported in the Sales Tax Report provided by Developer to the City pursuant to Section 4(e) of this Agreement (hereinafter the “City Program Grant Payment”). Such City Program Grant Payments shall be made annually upon reviewing the Sales Tax Report described in Section 4(e) of this Agreement, and confirming its accuracy with the State Comptroller, including any audit adjustments, and confirming the funds are actually received by the City from the State Comptroller’s office less the State Comptroller’s administrative fee. The City Program Grant Payments shall be based upon the following percentages of Sales and Use Tax received:

Calendar Year	Percentage of Sales and Use Tax Reimbursed
---------------	--

2027	75%
2028	75%
2029	75%
2030	75%
2031	75%
2032	75%
2033	75%
2034	75%
2035	75%
2036	75%
2037	75%
2038	75%
2039	75%
2040	75%
2041	75%

The City covenants and agrees to make the annual City Program Grant Payment, subject to any adjustments provided herein, to Developer within thirty (30) days following the receipt of the latter of: (1) the Sales Tax Report specified in Section 4(e) of this Agreement for the applicable year; and (2) the Sales and Use Tax revenue from the State Comptroller’s office for the applicable year. Nothing in this Agreement shall require the City to make any City Program Grant Payment from revenue sources other than from the Sales and Use Tax revenue. The total of City Program Grant Payments provided to Developer by the City pursuant to this Agreement **shall not exceed Three Million Four Hundred Fifteen Thousand and No/Dollars (\$3,415,000)**. In addition, in no event shall the City Program Grant Payments provided to Developer by City exceed the invoices, receipts, or other documentation provided by Developer to City pursuant to Section 4(a) of this Agreement.

- (b) **Performance.** City agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement.

**SECTION 6. CESSATION OF ADVANCES AND AUDITS.**

- (a) **Cessation of Advances.** If the City has made any commitment to provide any financial assistance to Developer, whether under this Agreement or under any other agreement, the City shall have no obligation to advance or disburse the financial assistance if: (i) Developer becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged bankrupt, or (ii) an Event of Default occurs, or (iii) ceases to operate in the City.
- (b) **Amended Returns and Audits.** In the event (i) additional Sales and Use Tax is due and owing, as a result of an audit conducted by the State of Texas that increases the Sales and Use Tax for a previous period covered within the Term of this Agreement, the Program Grant Payment for the period immediately following such State approved amendment shall be adjusted accordingly, provided the City must have received the Sales and Use Tax attributed to such adjustment. As a condition precedent to payment of such adjustment,

Developer shall provide City with a copy of such amended Sales Tax Report, tax return or audit adjustment, and the approval thereof by the State of Texas.

- (c) **Refunds.** In the event (i) the Developer files an amended Sales Tax Report, or (ii) the State of Texas determines that the City erroneously received Sales and Use Tax, or that the amount of use tax paid to the City exceeds the correct amount of Sales and Use Tax for a previous Program Grant Payment paid to the Developer, then the Developer shall, within thirty (30) days after receipt of notification thereof from the City specifying the amount by which such Program Grant Payment exceeded the amount to which the Developer was entitled pursuant to such State of Texas determination, pay such amount to the City. The City may, at its option, reasonably adjust future Program Grant Payments immediately following such State of Texas determination to deduct therefrom the amount of the overpayment.

#### **SECTION 7. EVENTS OF DEFAULT.**

Each of the following shall constitute an Event of Default under this Agreement:

- (a) **General Event of Default.** Failure of Developer or City to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement is an Event of Default.
- (b) **False Statements.** Any warranty, representation, or statement made or furnished to the City by or on behalf of Developer under this Agreement that is false or misleading in any material respect, either now or at the time made or furnished is an Event of Default.
- (c) **Insolvency.** Developer's insolvency, appointment of receiver for any part of Developer's property, any assignment for the benefit of creditors of Developer, any type of creditor workout for Developer, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Developer is an Event of Default.
- (d) **Ad Valorem Taxes and Impositions.** Developer allows its ad valorem taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, or other charges owed to the City or the State of Texas for any property or business owned by Developer, to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of such imposition and to cure such failure within thirty (30) days after written notice thereof from the City and/or Kaufman County Central Appraisal District is an Event of Default.
- (e) **Building Permit Revoked.** If any applicable building permits required for the Facility and issued by the City are revoked or expire, and Developer fails to make reasonable efforts to obtain new permits, as determined by the City, and such default is not cured by Developer within thirty (30) days after written notice thereof.

- (f) **Closure Following Final Receipt of Payment.** Should the Developer permanently cease operations in the City within 24 months of final payment by City, notwithstanding force majeure or condemnation, Developer shall pay City fifty percent (50%) of their total payment, not to exceed One Million Seven Hundred Seven Thousand and 500 Dollars (\$1,707,500) within thirty (30) days of such closure.

#### **SECTION 8. EFFECT OF AN EVENT OF DEFAULT.**

In the event of default under Section 7 of this Agreement, the non-defaulting party shall give written notice to the other party of any default, and the defaulting party shall have thirty (30) days to cure said default. Should said default remain uncured as of the last day of the applicable cure period, and the non-defaulting party is not otherwise in default, the non-defaulting party shall have the right to immediately terminate this Agreement, enforce specific performance as appropriate (provided there shall be no right to pursue specific performance of Section 4(d) of this Agreement) or maintain a cause of action for damages caused by the event(s) of default. In the event, Developer defaults and is unable or unwilling to cure said default within the prescribed time period, no further amounts will be due from the City to Developer. Notwithstanding the foregoing, Developer's liability under this Agreement shall be limited to reimbursement of the payments received under this Agreement.

#### **SECTION 9. INDEMNIFICATION.**

- (a) **TO THE EXTENT ALLOWED BY LAW AND EXCEPT TO THE EXTENT OF THE NEGLIGENCE OR INTENTIONAL ACTS OF THE CITY (AND ITS OFFICERS, OFFICIALS, REPRESENTATIVES, AGENTS, AND EMPLOYEES), DEVELOPER AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY (AND ITS OFFICERS, OFFICIALS, REPRESENTATIVES, AGENTS, AND EMPLOYEES) FROM AND AGAINST ALL CLAIMS OR CAUSES OF ACTION FOR INJURIES (INCLUDING DEATH), PROPERTY DAMAGES (INCLUDING LOSS OF USE), AND ANY OTHER LOSSES, DEMAND, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO OR RESULTING FROM ITS PERFORMANCE UNDER THIS AGREEMENT ("CLAIMS"). THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND DO NOT CREATE ANY OBLIGATIONS FROM OR GRANT ANY CONTRACTUAL OR OTHER RIGHTS TO ANY OTHER PERSON OR ENTITY, OTHER THAN OBLIGATIONS, IF ANY, THAT ARISE FROM DEVELOPER TO THE CITY TO PERFORM OBLIGATIONS CREATED BY THIS PARAGRAPH.**
- (b) **IT IS THE INTENTION OF THE PARTIES THAT THE DEVELOPER SHALL BE RESPONSIBLE FOR THE REPAYMENT OF ANY GRANT PAYMENTS MADE TO THE DEVELOPER HEREIN BY THE CITY THAT INCLUDES SALES AND USE TAX RECEIPTS THAT THE STATE OF TEXAS HAS DETERMINED WERE**

**ERRONEOUSLY PAID, COLLECTED, DISTRIBUTED, OR ALLOCATED TO THE CITY, PROVIDED THE FOREGOING SHALL NOT APPLY TO ANY LIABILITY RESULTING SOLELY FROM THE ERRORS OR OMISSIONS OF THE CITY. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND DO NOT CREATE ANY OBLIGATIONS FROM OR GRANT ANY CONTRACTUAL OR OTHER RIGHTS TO ANY OTHER PERSON OR ENTITY, OTHER THAN OBLIGATIONS, IF ANY, THAT ARISE FROM DEVELOPER TO THE CITY TO PERFORM OBLIGATIONS CREATED BY THIS PARAGRAPH.**

- (c) Except for the City's obligations to provide the financial assistance as set forth in this Agreement, the City and its past, present, and future officers, employees, contractors, and agents assume no responsibilities or liabilities to Developer, or any third parties in connection with the Facility and/or the Property and Developer hereby waives any and all claims against the City for any injury to persons or damage to property in connection therewith, unless caused by the gross negligence or intentional actions of the City. Developer acknowledges and agrees that there shall be no personal recourse to the directors, officers, employees, or agents of the City, who shall incur or assume no liability in respect of any claims based upon or relating to this Agreement. It is understood and agreed between the parties that Developer, in satisfying the conditions of this Agreement, has acted independently, and the City assumes no responsibilities or liabilities to third parties in connection with these actions.

#### **SECTION 10. MISCELLANEOUS PROVISIONS.**

The following miscellaneous provisions are a part of this Agreement:

- (a) **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- (b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Kaufman County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Kaufman County, Texas.
- (c) **Assignment.** This Agreement may not be assigned without the express written consent of the other parties.
- (d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. Developer warrants and represents that the individual or individuals executing this Agreement on behalf of Developer has full authority to execute this Agreement and bind Developer to the same. City warrants and



shall remain valid and enforceable.

- (j) **Time is of the Essence.** Time is of the essence in the performance of this Agreement.
- (k) **Undocumented Workers.** Developer certifies that the Developer does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Developer is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of six percent (6%), not later than the 120<sup>th</sup> day after the date the City notifies Developer of the violation.
- (l) **Form 1295 Certificate.** The Developer agrees to comply with Texas Government Code, Section 2252.908 and in connection therewith, the Developer agrees to go online with the Texas Ethics Commission to complete a Form 1295 Certificate and further agrees to print the completed certificate and execute the completed certificate in such form as is required by Texas Government Code, Section 2252.908 and the rules of the Texas Ethics Commission and provide to the City, at the time of delivery of an executed counterpart of this Agreement, a duly executed completed Form 1295 Certificate.
- (m) **Non-Boycott of Israel Provision.** In accordance with Chapter 2271 of the Texas Government Code, a Texas governmental entity may not enter into an agreement with a business entity for the provision of goods or services unless the agreement contains a written verification from the business entity that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement. Chapter 2271 of the Texas Government Code does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) the contract has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless Developer is not subject to Chapter 2271 of the Texas Government Code for the reasons stated herein, the signatory executing this Agreement on behalf of Developer verifies that Developer does not boycott Israel and will not boycott Israel during the Term of this Agreement.
- (n) **Prohibition on Contracts with Certain Companies Provision.** In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that Developer is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.
- (o) **Report Agreement to Comptroller's Office.** City covenants and agrees to report this Agreement to the State Comptroller's office within fourteen (14) days of the Effective Date of this Agreement, in accordance with Section 380.004 of the Texas Government Code, as added by Texas House Bill 2404, 87<sup>th</sup> Tex. Reg. Session (2021) (effective September 1, 2021).
- (p) **Verification Against Discrimination of Firearm or Ammunition Industries.** Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 19, 87<sup>th</sup> Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the

Developer employs at least ten (10) fulltime employees and this Agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the City, the Developer represents that: (1) the Developer does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Developer will not discriminate during the Term of the Agreement against a firearm entity or firearm trade association.

- (q) **Verification Against Discrimination Developer Does Not Boycott Energy Companies.** Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 13, 87<sup>th</sup> Tex. Reg. Session (2021) (effective September 1, 2021) unless otherwise exempt, if the Developer employs at least ten (10) fulltime employees and this Agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the City, the Developer represents that: (1) the Developer does not boycott energy companies; and (2) the Developer will not boycott energy companies during the Term of this Agreement.
- (r) **Limitation on Grants.** Under no circumstances shall the obligations of City hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. Further, the City shall not be obligated to pay any commercial bank, lender or similar institution for any loan or credit agreement made by the Developer. None of the obligations of City under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

**[The Remainder of this Page Intentionally Left Blank]**

**DEVELOPER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT, AND DEVELOPER AGREES TO ITS TERMS. THIS AGREEMENT IS EFFECTIVE AS OF THE EFFECTIVE DATE AS IS PROVIDED HEREIN.**

**CITY:**

***CITY OF KAUFMAN, TEXAS,***  
A Texas home-rule municipality

\_\_\_\_\_  
Jeff Jordan, Mayor  
Date Signed: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Jessie Hanks, City Secretary

**DEVELOPER:**

***LOWES HOME CENTERS, LLC,***  
a North Carolina limited liability company

By: \_\_\_\_\_  
Richard Goodman  
Vice-President of Real Estate, Construction & Retail  
Date Signed: \_\_\_\_\_

***Exhibit A***

Depiction of the Facility

[RENDERINGS ATTACHED TO THE PAGES FOLLOWING]

***Exhibit B***

[Property Description]

**Exhibit C**

Waiver of Sales Tax Confidentiality

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

I authorized the Comptroller of Public Accounts to release sales tax information pertaining to the tax payer indicated below to the City of Kaufman, Texas. I understand that this waiver applies only to our retail store located at \_\_\_\_\_, Kaufman, Texas \_\_\_\_\_.

Please print or type the following information as shown on your Texas Sales and Use Tax permit:

\_\_\_\_\_  
Name of Taxpayer Listed on Texas Sales Tax Permit

\_\_\_\_\_  
Name Under Which Taxpayer is Doing Business (d/b/a or Outlet Name)

\_\_\_\_\_  
Taxpayer Mailing Address

\_\_\_\_\_  
Physical Location of Business Permitted for Sales Tax in Kaufman, Texas

\_\_\_\_\_  
Texas Taxpayer ID Number

\_\_\_\_\_  
Tax Outlet Number  
(As Shown on Texas Sales Tax Permit)

\_\_\_\_\_  
Authorized Signature \*\*

\_\_\_\_\_  
Print Name of Authorized Signature

\_\_\_\_\_  
Position of Authorized Signature

\_\_\_\_\_  
Phone Number of Authorized Signature

\*\* The Authorized Signature must be an owner, officer, director, partner, or agent authorized to sign a Texas Sales Tax Return. If you have any questions concerning this waiver of confidentiality, please contact the Texas Comptroller of Public Accounts at (800) 531-5441.

**EXHIBIT D**  
ANNUAL REPORT FORM

*See following 2 pages*

**Annual Report**

Reporting Period: April 1 to March 31, 20\_\_ (the "Year")

The Annual Certification Report for the Chapter 380 Economic Development and Performance Agreement (the "Agreement") between the City of Kaufman, TX, and Lowe's Homes Center LLC ("Company") is due on March 31, 20\_\_.

**I. PROJECT INFORMATION**

Company's legal name:  
"Facility" address subject to incentive: \_\_\_\_\_, Kaufman, Texas  
Primary contact: \_\_\_\_\_, Title: \_\_\_\_\_  
Phone number: \_\_\_\_\_, E-mail address: \_\_\_\_\_

**II. REPORTING INFORMATION**

**Employment and Wage Information:**

Has the Company employed undocumented workers?  Yes  No  
Total number of Full-Time Equivalent Employees located at the Facility during the Year? \_\_\_\_\_  
Total Annual Payroll for the Full-Time Equivalent Employees located at the Facility during the Year?  
\_\_\_\_\_  
Total average wage for all Full-Time Equivalent Employees: \_\_\_\_\_

**Attachments to include:** Quarterly IRS 941 returns or Texas Workforce Commission Employer Quarterly Report.

**Narrative:**

Please attach a brief narrative explaining the current year's activities and/or comments relating to any potential defaults. Include in your statement, any community partnership involvement and nature of those involvements.

I certify that, to the best of my knowledge and belief, the information and attachments provided herein are true and accurate and in compliance with the terms of the Agreement.

I further certify that the representations and warranties contained within the Agreement remain true and correct as of the date of this Certification, and Company remakes those representations and warranties as of the date hereof.

I further certify that the employment and wage information provided is true and accurate to the best of my knowledge and I can provide documentation from the Texas Workforce Commission to support my claim if so requested.

I understand that this Certificate is being relied upon by the City of Kaufman in connection with the expenditure of public funds.

I have the legal and express authority to sign this Certificate on behalf of Company.

\_\_\_\_\_  
Name of Certifying Officer                      Certifying Officer's Title

\_\_\_\_\_  
Phone Number                                      E-Mail Address

\_\_\_\_\_  
Signature of Certifying Officer                      Date

STATE OF \_\_\_\_\_ X  
COUNTY OF \_\_\_\_\_ X

This information was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by \_\_\_\_\_, \_\_\_\_\_ for Lowe's Homes Center LLC, a North Carolina limited liability company, on behalf of said limited liability company.

\_\_\_\_\_  
*Notary Public, State of \_\_\_\_\_*

\_\_\_\_\_  
*Notary's typed or printed name*

\_\_\_\_\_  
My commission expires

**EXHIBIT E**  
OUTDOOR STORAGE AND DISPLAY

[Attached]



Meeting  
Date: 9/22/2025

Date: 08/19/2025

Item #: 22.

Dept.: Administration

**Action Item**

**SUBJECT:**

Consider and take appropriate action on a professional services engineering contract with Schaumburg & Polk, Inc. for the Texas Hazard Mitigation Assistance (HMA) project funded through the Texas Division of Emergency Management (TDEM) and/or Texas Water Development Board (TWDB); and authorize the City Manager and/or his designee to execute necessary documents.

**BACKGROUND:**

In June, Council approved Resolution R-17-25, which authorized a contract with SPI for engineering services related to the Texas Hazard Mitigation Assistance Grant application and subsequent project implementation. To ensure the City maintains complete and consistent documentation for granting agencies, staff recommends Council take formal action on the agreement itself.

Author:

Reviewed:  
Mike Holder, City Manager

Cost:

Funds Available:

Source:

Recommendation:

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

## ENGINEERING SERVICES

### PART 1 - AGREEMENT

THIS AGREEMENT ("Contract" or "Agreement"), entered into this \_\_\_\_\_ day of September, by and between the City of Kaufman, Texas, hereinafter called the "City", acting herein by and through its City Manager, Mike Holder, hereunto duly authorized, and Schaumburg & Polk, Inc., hereinafter called "Firm," acting herein by Jeremy White, P.E., Vice-President.

WITNESSETH THAT:

WHEREAS, the City of Kaufman desires to procure and install permanent generators to mitigate critical facilities from power loss due to natural hazards (the "Project") under the general direction of the Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP), DR-4485-0104, administered by the Texas Department of Emergency Management (TDEM); and whereas the City desires to engage the Firm to render certain engineering services in connection with the Project.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services  
The Firm will perform the services set out in Part II - Scope of Services.
2. Time of Performance - The services of the Firm shall commence on September 23, 2025. In any event, all of the services required and performed hereunder shall be completed no later than November 30, 2026, or until the end of the Period of Performance of the above-referenced grant award plus any extensions granted, whichever is later.
3. Local Program Liaison - For purposes of this Agreement, the City Manager or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Firm. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.
4. Access to Records - The FEMA, Inspectors General, the Comptroller General of the United States, the Texas Department of Emergency Management (TDEM), and the City, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Firm which are pertinent to the Project award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the City's FEMA-HMGP contract with TDEM.
5. Retention of Records - The Firm shall retain all required records for five (5) years after the City makes its final payment and all pending matters are closed. Such

records shall be made available to the City for inspection and copying upon reasonable request.

6. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder for project engineering services shall not exceed **\$161,237.43**. Payment to the Firm shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Agreement.
7. **INDEMNIFICATION.** FIRM SHALL PROTECT, DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS OFFICERS, ELECTED OFFICIALS, AGENTS, AND EMPLOYEES, HARMLESS FROM ANY CLAIMS, FINES, DEMANDS, LOSS, DAMAGE, SUIT, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY, CAUSED BY THE NEGLIGENT, INTENTIONAL OR WILLFUL ACTS OR OMISSIONS OF THE FIRM, ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACT LABORERS, OR SUBENGINEERS IN THE PERFORMANCE OF THIS AGREEMENT.

FIRM SHALL COMPLY WITH THE REQUIREMENTS OF ALL APPLICABLE LAWS, RULES, AND REGULATIONS IN CONNECTION WITH THE SERVICES OF FIRM AND SHALL EXONERATE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS AND ALL EMPLOYEES FROM ANY AND ALL LIABILITY, LOSS OR DAMAGE ARISING OUT OF NONCOMPLIANCE WITH SUCH LAWS, RULES AND REGULATIONS, WITHOUT LIMITATION. FIRM SHALL ASSUME FULL RESPONSIBILITY FOR PAYMENTS OF FEDERAL, STATE AND LOCAL TAXES OR CONTRIBUTIONS IMPOSED OR REQUIRED UNDER THE SOCIAL SECURITY, WORKER'S COMPENSATION, AND INCOME TAX LAWS WITH RESPECT TO FIRM'S EMPLOYEES. FURTHER, FIRM SHALL EXONERATE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS AND ALL EMPLOYEES FROM ANY AND ALL LIABILITY, LOSS, DAMAGES, EXPENSES OR CLAIMS ARISING OUT OF ANY ACT OR OMISSION, INTENTIONAL TORT, OR FAILURE TO PAY A SUBENGINEER OR SUPPLIER OF FIRM, ITS OFFICERS, AGENTS AND EMPLOYEES IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY FIRM OR AS A RESULT OF FIRM'S FAILURE TO USE AND EMPLOY REASONABLE SKILL AND CARE BEFITTING THE PROFESSION IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT. FURTHER, FIRM SHALL EXONERATE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, AND ALL EMPLOYEES FROM ANY AND ALL LIABILITY, LOSS, DAMAGES, EXPENSES OR CLAIMS FOR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY FIRM IN THE PERFORMANCE OF THIS AGREEMENT.

THE FOREGOING INDEMNIFICATION PROVISION SHALL APPLY TO FIRM

**REGARDLESS OF WHETHER OR NOT SAID LIABILITY, LOSS, DAMAGES, EXPENSES, OR CLAIMS IS CAUSED IN PART BY A PARTY INDEMNIFIED HEREUNDER.**

**THE FIRM SHALL REQUIRE ALL OF ITS APPROVED SUBENGINEERS TO INCLUDE IN THEIR SUBCONTRACTS, A RELEASE AND INDEMNITY IN FAVOR OF THE CITY IN SUBSTANTIALLY THE SAME FORM AS ABOVE.**

8. Insurance - The Firm shall comply with the requirements of all applicable laws, rules and regulations. All insurance shall be written by an insurer licensed to conduct business in the State of Texas, unless otherwise permitted by City. The City of Kaufman, its officers, agents, and employees shall be named as an additional Insured. The Firm shall, at its own expense, purchase, maintain and keep in force insurance that shall protect against injury and/or damages which may arise out of or result from operations under this Agreement, whether the operations be by himself or by any agent, subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts Firm may be liable, of the following types and limits (no insurance policy or certificate of insurance required below shall contain any aggregate policy year limit unless a specific dollar amount (or specific formula for determining a specific) aggregate policy year limit is expressly provided in the specification below for the particular insurance policy.
- Worker's Compensation Insurance with statutory limits.
  - Commercial General Liability occurrence type insurance (No "XCU" restrictions shall be applicable). Products/completed operations coverage must be included.
    - Bodily injury: Five hundred thousand dollars (\$500,000) single limit per occurrence or five hundred thousand dollars (\$500,000) each person/ five hundred thousand dollars (\$500,000) per occurrence;
    - Property Damage: One hundred thousand dollars (\$100,000) per occurrence;
    - Minimum aggregate policy year limit: Two million dollars (\$2,000,000).
  - Commercial Automobile Liability Insurance (including owned, non-owned and hired vehicles coverages).
    - Minimum combined single limit of five hundred thousand dollars (\$500,000) per occurrence for bodily injury and property damage.
    - If individual limits are provided: Minimum limits are Three hundred thousand dollars (\$300,000) per person, Five hundred thousand dollars (\$500,000) per occurrence for bodily injury and One hundred thousand dollars (\$100,000) per occurrence for property damage.

- Such coverage shall include owned, hired, and non-owned vehicles of Firm or Firm's employees, agents, representatives or subcontractors.

Firm also agrees to maintain Professional Liability Insurance coverage of two million dollars (\$2,000,000) minimum per occurrence/claim/policy year aggregate limits to protect the City against damages arising from the Firm's negligent or wrongful act or omission in the performance of services under this Contract. Coverage shall continue for a minimum of two (2) years after the Firm's assignment under this Contract is completed. The deductible on the policy for Professional Liability shall not exceed twenty-five thousand dollars (\$75,000) unless specifically approved by the CITY.

- FIRM shall require all of its subcontractors to provide the foregoing coverages, as well as any other coverage that FIRM considers necessary. FIRM will require that all subcontractors maintain a comprehensive commercial general liability policy with a minimum limit of at least \$2,000,000 per occurrence. Any exclusion shall first be approved by CITY. It is the responsibility of the FIRM to assure compliance with this provision. The CITY accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor. Subcontractors shall provide waiver of subrogation in favor of the CITY on all required policies, and additional insured on a primary and non-contributory basis for general liability and automobile liability.
- With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:
  - The City of Kaufman shall be named as an additional insured with respect to General Liability and Automobile Liability.
  - Additional insured for the City of Kaufman should be on a primary and non-contributory basis.
  - All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
  - A waiver of subrogation in favor of the City of Kaufman shall be contained in the Workers Compensation and all liability policies.
  - All insurance policies shall be endorsed to require the insurer to immediately notify the CITY of any material change in the insurance coverage.
  - All insurance policies shall be endorsed to the effect that the CITY will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.
  - All insurance policies, which name the CITY as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
  - Required limits may be satisfied by any combination of primary and umbrella liability insurances.

- Contractor may maintain reasonable and customary deductibles, subject to approval by the CITY.
  - Insurance must be purchased from insurers that are financially acceptable to the CITY.
9. Professional Liability. FIRM shall be responsible for the use and employment of reasonable skill and care befitting the profession in the designs, drawings, plans, specifications, data, reports and designation of materials and equipment provided by FIRM for the Project covered by this Contract. Approval by CITY shall not constitute nor be deemed a release or waiver of the responsibility and liability of FIRM for the accuracy and competency of such designs, drawings, plans, specifications, data, reports and designation of materials and equipment. Contractor shall be responsible for the actual supervision of Construction operations and safety measures involving the work, his employees and the public, but the FIRM, on behalf of the CITY, shall advise the Contractor of any items requiring the attention and action of the Contractor after notification to the CITY. FIRM shall immediately make the CITY aware of any fault or defect in the project, including any errors, omissions, or inconsistencies in the FIRMS Documents or Instruments of Service.

If services include periodic visits to the site to observe work performed by the Project Contractor, FIRM shall be responsible for exercising reasonable care and skills befitting the profession to assure that the Contractor performs the work in general accordance with Contract Documents and to endeavor to safeguard the CITY against defects and deficiencies in the work; provided, however, FIRM does not guarantee or insure the work completed by the Contractor. During visits to the construction site, and on the basis of the FIRM'S on-site observations as an experienced and qualified design professional, FIRM shall keep the CITY informed on the extent of the progress of the work, and shall advise the CITY of material and substantial defects and deficiencies in the work of Contractors that are discovered by the FIRM or otherwise brought to the FIRM'S attention in the course of construction, shall not exercise whatever rights the CITY may have to disapproved work and materials as failing to conform to the Contract Documents.

In connection with the services of Contractor's Project Representatives, FIRM shall use the usual degree of care and prudent judgment in the selection of competent Project Representatives, and the FIRM shall use its best efforts to see that the Project Representatives are on the job to perform their required duties.

In performing these services, the FIRM shall not be responsible for the actual supervision of construction operations or for the safety measures that the Contractor takes or should take, except as stipulated in the Scope of Services.

10. Grants. If federal or state grant funds are involved in the funding of the project, then the conditions of those respective grants are incorporated herein by

reference and made a part hereof for all purposes.

11. Miscellaneous Provisions

- a. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Kaufman County, Texas.
- b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
- c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to an incorporated into this Agreement.
- f. ADDRESS OF NOTICE AND COMMUNICATIONS

**CITY:**

CITY OF KAUFMAN  
209 S. Washington Street  
Kaufman, TX 75142  
Attn: Mike Holder  
Title: City Manager

**FIRM:**

Schaumburg & Polk, Inc.  
819 West Moore Avenue  
Terrell, TX 75160  
Attn: Jeremy White, P.E.  
Title: Vice-President

All notices and communications under this Contract shall be mailed or delivered to CITY and FIRM at the above addresses, respectively.

- g. Contractor shall be an independent contractor with respect to the performance of all Work, and neither Contractor nor anyone employed by Contractor shall be deemed for any purpose to be the employee, agent, servant, borrowed servant, or representative of Owner in the performance of any Work (despite Contractor's obligation to comply with various rules and regulations of the Owner). The Work contemplated herein shall meet the approval of Owner and be subject to the general right of inspection of Owner to secure the satisfactory completion thereof. The actual performance and supervision of all Work shall be by Contractor, but Owner or its representatives shall have full and complete access to the Work site to determine whether the Work is being performed by Contractor in accordance with all provisions of this Contract and for reasons otherwise stated in this Contract. Owner is not responsible for withholding, and shall not withhold, FICA or taxes of any kind from any payments it owes Contractor. Neither Contractor nor its employees shall be entitled to receive any benefits which employees of Owner are entitled to receive, and shall not be

- entitled to workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing, or Social Security on account of their work for Owner. Contractor is not the agent of Owner and is not authorized to make any representation, contract, or commitment on behalf of Owner unless specifically requested to do so, by Owner, in writing. No provisions herein shall be construed as creating a partnership, joint venture or other association whereby the Owner and Contractor would be jointly liable or liable as partners or co-ventures.
- h. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one Agreement, effective when counterparts have been signed by each - and delivered to - the other Parties; it being understood that all Parties need not sign the same counterparts.
  - i. The exchange of copies of this Agreement and of signature pages by facsimile transmission (whether directly from one facsimile device to another via either a dial- up connection or by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the document's original graphic and pictorial appearance, or by combination of such means, constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile or by electronic means as described shall be deemed to be their original signatures for all purposes.
  - j. Verification No Boycott Israel. As required by Chapter 2271, Government Code, the Firm hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
  - k. Foreign Terrorist Organizations. Pursuant to Chapter 2252, Texas Government Code, the Firm represents and certifies that, at the time of execution of this Agreement neither the Firm, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.
  - l. Verification Regarding Firearm Entities or Trade Associations. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under § 2274.002 (b) TEX. GOV'T. CODE, (i) the FIRM verifies that it does not have a practice, policy, guidance, or directive that

discriminates against a firearm entity or firearm trade association; and (ii) the FIRM will not discriminate during the term of the contract against a firearm entity or firearm trade association. The foregoing verification is made solely to comply with Chapter 2274, Tex. Gov't. Code, to the extent the applicable provision in Chapter 2274.002, Tex. Gov't. Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "firearm entity or firearm trade association" shall have the meaning assigned to the terms in § 2274.001 (6), (7), Tex. Gov't. Code. FIRM understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Underwriter and exists to make a profit.

m. Verification Regarding Energy Company Boycotts. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under § 2274.002, Tex. Gov't. Code, (as added by Senate Bill 13, 87th Texas Legislature, Regular Session) as amended, FIRM hereby verifies that it and its parent company, wholly or majority owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with § 2274.002, Tex. Gov't. Code, as amended, to the extent that § 2274.002, Tex. Gov't. Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in § 809.001, Tex. Gov't. Code. FIRM understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Underwriter and exists to make a profit.

## 12. Extent of Agreement

This Agreement, which includes Parts I-III, and the following attachments:

Exhibit A – Federal Requirements; TDEM Subrecipient Agreement

Exhibit B - Request for Qualifications issued by the City on 06/05/2025

represents the entire and integrated agreement between the City and the Firm and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both City and the Firm.

IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.

BY: \_\_\_\_\_  
(Local City Official)

Mike Holder  
(Printed Name)

City Manager  
(Title)

By:   
Schaumburg & Polk, Inc.

Jeremy White, P.E.  
(Printed Name)

Vice-President  
(Title)

## **PART II - SCOPE OF SERVICES**

The Firm shall render the following professional services necessary for the development of the project:

### **SCOPE OF SERVICES**

#### **PHASE 1 – Application Preparation**

1. Complete application preparation attachments including, but not limited to:
  - a. Sealed project cost budget
  - b. Budget/project justification
  - c. Required maps

#### **PHASE 2 – Project Engineering**

1. Attend preliminary conferences with the City regarding the requirements of the project.
2. Prepare a preliminary engineering study and report on the project in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the City, to include preliminary layouts, sketches and cost estimates for the project, and to set forth clearly the Firm's recommendations; to be completed within 60 days of execution of this Agreement.
3. Furnish the City copies of the preliminary report, if applicable.
4. Submit detailed drawings and plans/specifications to appropriate regulatory agency(ies) and obtain clearance.
5. Prepare bid packet/contract documents/advertisement for bids. At the time the bid packet is completed, the Firm shall also furnish to the City an updated written Estimate of Probable Costs for the Project.
6. Design for access by persons with disabilities for those facilities to be used by the public in accordance with Public Law 504.
7. Provide in all proposed construction contracts deductive alternatives where feasible, so that should the lowest responsive base bid for construction exceed the funds available, deductive alternatives can be taken to reduce the bid price.
8. Make 10-day call to confirm prevailing wage decision.
9. Incorporate any and all wage rate modifications or supersedes via bid addendum (if applicable).
10. Conduct bid opening and prepare minutes.
11. Tabulate, analyze, and review bids for completeness and accuracy.
12. Accomplish construction contractor's eligibility verification through [www.SAM.gov](http://www.SAM.gov).
13. Conduct a pre-construction conference and prepare and distribute a copy of the meeting summary notes.
14. Issue a Notice to Proceed to the awarded construction contractor.
15. Consult with and advise the City during construction; issue to contractors all instructions requested by the City; and prepare routine change orders if required, at no charge for engineering services to the City when the change order is required

- to correct errors or omissions by the Firm; provide price analysis for change orders; process change orders approved by City and the Firm and submit to TDEM for approval prior to execution with the construction contractor.
16. Make periodic visits, no less than every 30 days during the construction period, to the construction site to observe the progress and quality of the work, to ensure that the work conforms with the approved plans and specifications, and to determine if the work is proceeding in accordance with the Agreement.
  17. Furnish the City a written monthly status report at least seven (7) days prior to the regularly scheduled Council meeting until the project is closed by TDEM.
  18. Review shop and working drawings furnished by contractors for compliance with design concept and with information given in contract documents (contractors will be responsible for dimensions to be confirmed and correlated at job site).
  19. Resolve all payment requests within 14 days of receipt of signed pay request from the construction contractor.
  20. Based on the Firm's on-site observations and review of the contractor's applications for payment, determine the amount owed to the contractor in such amounts; such approvals of payment to constitute a representation to the City, based on such observations and review, that the work has progressed to the point indicated and that the quality of work is in accordance with the plans, specifications and contract documents.
  21. Recommend that a 5% to 10% retainage is withheld from all payments on construction contracts until final acceptance by the City and approval by TDEM, unless State or local law provides otherwise.
  22. Conduct interim/final inspections.
  23. Prepare Certificate of Construction Completion. Obtain a Clean Lien Certificate from the Prime Contractor.
  24. Revise contract drawings to show the work as actually constructed, and furnish the City with a set of "record drawings" plans.
  29. The Firm will provide a copy of the final project record drawings as constructed using funds under this contract. These drawings shall be provided in digital format containing the source map data (original vector data) and the graphic data in files on machine readable media, such as compact disc (CD), which are compatible with computer systems owned or readily available to the owner. The digital copy provided shall not include a digital representation of the engineer's seal but the accompanying documentation from the Firm shall include a signed statement of when the drawings were authorized, that the digital drawings are a true representation of the original sealed document, and that a printed version has been provided to the City. In addition, complete documentation as to the content and layout of the data files and the name of the software package(s) used to generate the data and maps shall be provided to the owner in written form.

#### STANDARD OF PERFORMANCE AND DEFICIENCIES

1. All services of the Firm and its independent professional associates, consultants and subcontractors will be performed in a professional, reasonable and prudent manner in accordance with generally accepted professional practice. The Firm

represents that it has the required skills and capacity to perform work and services to be provided under this Agreement.

2. The Firm represents that services provided under this Agreement shall be performed within the limits prescribed by the City in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances.
3. Any deficiency in Firm's work and services performed under this contract shall be subject to the provisions of applicable state and federal law. Any deficiency discovered shall be corrected upon notice from City and at the Firm's expense if the deficiency is due to Firm's negligence. The City shall notify the Firm in writing of any such deficiency and provide an opportunity for mutual investigation and resolution of the problem prior to pursuit of any judicial remedy. In any case, this provision shall in no way limit the judicial remedies available to the City under applicable state or federal law.
4. The Firm agrees to and shall hold harmless the City, its officers, employees, and agents from all claims and liability of whatsoever kind or character due to or arising solely out of the negligent acts or omissions of the Firm, its officers, agents, employees, subcontractors, and others acting for or under the direction of the Firm doing the work herein contracted for or by or in consequence of any negligence in the performance of this Agreement, or by or on account of any omission in the performance of this Agreement.

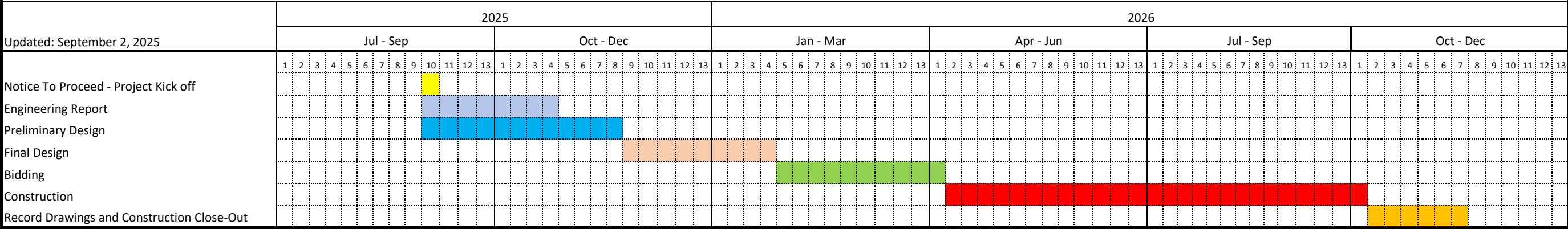
FEDERAL REQUIREMENTS – See attached Exhibit A  
REQUEST FOR QUALIFICATIONS – See attached Exhibit B

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PART III - PROJECT SCHEDULE

City of Kaufman, TX

Critical Facility Generators



ENGINEERING COSTS	
Engineering Task	Lump Sum Not to Exceed Amounts
Engineering Report	\$ 4,500.00
Preliminary Design	\$ 52,760.00
Final Design	\$ 48,320.00
Bidding	\$ 8,800.00
Construction	\$ 42,590.00
Record Drawings/Closeout	\$ 4,267.43
<b>Total Amount</b>	<b>\$ 161,237.43</b>

## **Exhibit A – Federal Requirements Critical Facility Generators City of Kaufman**

In the event of a conflict between the provisions of the Agreement to which this Exhibit A applies and this Exhibit A, the provisions of this Exhibit A shall control.

During the performance of this Agreement, the Engineer agrees as follows:

### **Compliance with Federal Law, Regulations, and Executive Orders:**

The Engineer acknowledges that FEMA financial assistance will be used to fund all or a portion of the contract. The Engineer will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

### **No Obligation by Federal Government:**

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the Owner, Engineer, or any other party pertaining to any matter resulting from the Agreement.

### **Program Fraud and False or Fraudulent Statements or Related Acts:**

The Engineer acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Engineer's actions pertaining to this contract.

### **Access to Records and Retention of Records:**

The Engineer agrees to provide the Owner, Texas Division of Emergency Management, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Engineer which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Engineer agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Engineer agrees to provide the FEMA Administrator or his/her authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement. In compliance with the Disaster Recovery Act of 2018, the Owner and the Engineer acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

The Engineer shall maintain all required records for three years after the Owner makes final payment and all other pending matters are closed and shall be subject to the examination and/or audit of the Owner, a federal agency, and the state of Texas.

### **Department of Homeland Security (DHS) Seal, Logo, and Flags:**

The Engineer shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

### **Remedies:**

In addition to any remedies set forth in the Agreement, and except as otherwise limited in the Agreement, upon the breach of the Agreement by Engineer, the Owner shall have such administrative, contractual, and legal remedies as are available to it pursuant to applicable law.

### **Title VI of the Civil Rights Act of 1964:**

Under Title VI of the Civil Rights Act of 1964, 49 CFR Part 21, and 28 CFR Section 50.3, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance. Engineer

certifies that it complies with this requirement and/or will immediately take any measures to comply with this requirement.

**Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms:**

The Engineer, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, will affirmatively ensure that disadvantaged business enterprises will not be discriminated against on the grounds of race, color, or national origin in consideration for an award." If subcontracts are to be let, the Engineer must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

- Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

**Equal Employment Opportunity:**

The Engineer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Engineer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

The Engineer will, in all solicitations or advertisements for employees placed by or on behalf of the Engineer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

The Engineer will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Engineer's legal duty to furnish information.

The Engineer will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Engineer's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Engineer will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

The Engineer will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the Engineer's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Engineer may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The Engineer will include these provisions in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Engineer will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event an Engineer becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

The Engineer further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the Engineer so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Engineer agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Engineer further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Engineer agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

**Clean Air Act and Federal Water Pollution Control Act:**

The Engineer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The Engineer agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. The Engineer agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

The Engineer agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Engineer agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**Debarment and Suspension:**

This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Engineer is required to verify that none of the Engineer's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The Engineer must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by Owner. If it is later determined that the Engineer did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Owner, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The Engineer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of this Agreement. The Engineer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**Procurement of Recovered Materials/Solid Waste Disposal Act:**

In the performance of this Agreement, the Engineer shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, [Comprehensive Procurement Guideline \(CPG\) Program | US EPA](#).

The Engineer also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

**Conflict of Interest:**

The Engineer warrants and represents that it has no conflict of interest associated with the FEMA award between FEMA and the Owner or this Agreement. The Engineer further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the FEMA award between FEMA and the Owner or in any business, entity, organization or person that may benefit from the award. The Engineer further agrees that it will not employ an individual with a conflict of interest as described herein.

**Section 109 of the Housing and Community Development Act of 1974:**

The Firm shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

**Section 504 of the Rehabilitation Act of 1973, as amended:**

The Engineer agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.

**Age Discrimination Act of 1975:**

The Engineer shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

**Verification No Boycott Israel:**

As required by Chapter 2270, Texas Government Code, the Engineer hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

**Foreign Terrorist Organizations:**

Pursuant to Chapter 2252, Texas Government Code, the Engineer represents and certifies that, at the time of execution of this Agreement neither the Engineer, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

**Energy Efficiency:**

The Engineer shall comply with all mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued.

**Domestic Preferences for Procurements:**

The Engineer should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

**Prohibition on Contracting for Covered Telecommunications Equipment or Services:**

- A. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services, as used in this clause—

B. Prohibitions.

1. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
2. Unless an exception in paragraph (c) of this clause applies, the Engineer and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
  - i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
  - ii. Enter, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
  - iii. Enter, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
  - iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

C. Exceptions.

1. This clause does not prohibit Engineers from providing—
  - i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
  - ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
2. By necessary implication and regulation, the prohibitions also do not apply to:
  - i. Covered telecommunications equipment or services that:
    - a. Are not used as a substantial or essential component of any system; and
    - b. Are not used as critical technology of any system.
  - ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

D. Reporting requirement.

1. In the event the Engineer identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Engineer is notified of such by a subcontractor at any tier or by any other source, the Engineer shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
2. The Engineer shall report the following information pursuant to paragraph (d)(1) of this clause:
  - i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
  - ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In

addition, the Engineer shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

- E. Subcontracts. The Engineer shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

**Grant Terms and Conditions:**

The Engineer acknowledges that the provisions of the Owner's Subrecipient Agreement for Texas Division of Emergency Management (TDEM) Administered Grant Awards—incorporated as part of this Exhibit—apply to all contract and subcontracts executed in the performance of this Agreement.

The Engineer certifies that it will comply with regulations pertaining to required reporting, as listed in this Exhibit, and as requested by the Owner and/or its designee(s).

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*CONTINUED ON NEXT PAGE*

**Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended):**

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Engineer certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Franklin Stephens, P.E.

Signature of Engineer's Authorized Official

Franklin Stephens, P.E./Vice-President

Name and Title of Engineer's Authorized Official

July 29, 2025

Date

## Request for Qualifications (RFQ) for Engineering/Architectural Services - Cover Letter

May 15, 2025

Re: Proposed Hazard Mitigation Assistance (HMA) Management Funding

Dear Service Providers:

Request for Qualifications for pre-award and post-award engineering/architectural services for Hazard Mitigation Assistance (HMA) contract(s), if awarded, from the Texas Division of Emergency Management (TDEM) and/or Texas Water Development Board (TWDB). HMA includes FEMA Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities Grant Program (BRIC) and Flood Mitigation Assistance Grant Program (FMA).

The City of Kaufman is considering applying for such funding to support eligible mitigation projects under the following programs:

- Hazard Mitigation Grant Program (HMGP)
- Building Resilient Infrastructure and Communities Grant Program (BRIC)
- Flood Mitigation Assistance Grant Program (FMA)

Multiple contracts may be awarded as a result of this solicitation.

**The submission requirements for this SOQ are included in the attached Request for Qualifications (RFQ) form. Please submit a Statement of Qualifications ("SOQ") to:**

**City of Kaufman- Public Works Department  
209 S. Washington St. Kaufman, Texas 75142  
Email address: [grantworks@grantworks.net](mailto:grantworks@grantworks.net)**

**The deadline for submission of SOQs is 2 PM on June 3, 2025.** It is the responsibility of the submitting entity to ensure that the SOQ is received in a timely manner. SOQs received after the deadline will not be considered for award, regardless of whether or not the delay was outside the control of the submitting provider. The City of Kaufman reserves the right to negotiate with any and all service providers submitting timely SOQs.

The City of Kaufman is an Affirmative Action/Equal Opportunity Employer. Section 3 Residents, Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and Labor Surplus Area firms are encouraged to submit SOQs.

Sincerely,

GrantWorks, Inc. on behalf of the City of Kaufman

## RFQ for Engineering/Architectural Services

The City of Kaufman is seeking to enter into an engineering/architectural services contract with a state-registered engineer/architect to assist the City in pre-award and post-award engineering/architectural services of its proposed HMA project(s), if funded by FEMA through TDEM and/or TWDB. The City intends to seek funding in support of eligible mitigation projects under one or more of the following programs:

- Hazard Mitigation Grant Program (HMGP)
- Building Resilient Infrastructure and Communities Grant Program (BRIC)
- Flood Mitigation Assistance Grant Program (FMA)

The following outlines the request for qualifications.

1. Scope of Work- The successful respondent(s) is to provide engineering/architectural services including but not limited to the following areas:

- a. Mitigation Projects-Construction (other than Property Acquisition/Structure Demolition, Structure Elevation, and Reconstruction)

Pre-Award\*--(services associated with developing and requesting Federal disaster assistance), including but not limited to:

- Application preparation assistance
- Preliminary engineering/architectural study, if applicable
- Preliminary environmental and historical assessment
- Preliminary surveys, if applicable
- Preliminary Scope of Work determination
- Preliminary Benefit Cost Analysis using FEMA's BCA software program
- Preliminary design plans and specifications
- Preliminary budget

Post-Award

- Comprehensive Final Benefit Cost Analysis
- Comprehensive engineering study
- Comprehensive environmental and historical assessment
- Final design plans and specifications
- Final budget
- Preparation of the bid packet and contract documents
- Conduct all field testing and inspections (interim and final); and
- Other special services as determined

*\*Pre-Award costs to be reimbursed by FEMA must have been incurred after the date of declaration for (HMGP). Costs associated with implementation of the activity incurred prior to Federal award or final approval are not eligible. (BRIC) and FMA Pre-award costs directly related to developing the BRIC or FMA grant Application or subapplication that are incurred prior to the date of the grant award are allowed subject to FEMA approval at time of award. Pre-award costs must be identified as separate line items in the cost estimate of the application. **Pre-award costs may be reimbursed when the project is approved and funded.***

*Note: Projects with specialized or complex technical information such as a drainage project will include two phases. Phase 1 will be for developing Hydrologic and Hydraulics Studies, feasibility studies, final engineering design and other technical studies. Part of Phase 1 deliverables will be a comprehensive BCA associated with final design budget. When Phase 1 deliverables have been approved by TDEM and FEMA, the balance of Engineering post award outlined above will be followed.*

2. Statement of Qualifications The City is seeking to contract with a competent engineering/architectural firm experienced in federally funded projects. Please provide the following information:

- A brief history of the proposing entity, including general background, knowledge of and experience working with relevant agencies
- Related experience in federally funded programs
- A description of work performance and experience with HMGP, BRIC, and/or FMA including a list of at least three references from past local government clients
- Describe the service provider's capacity to perform as well as resumes of all employees who will or may be assigned to provide services if your firm is awarded a contract through this solicitation.

- A statement substantiating the service provider’s resources of and the ability to carry out the scope of work requested in a timely manner.
3. Evaluation Criteria - The SOQ received will be evaluated and ranked according to the following criteria and using the rating sheet enclosed:

<u>Criteria</u>	<u>Maximum Points</u>
Experience	60
Work Performance	25
Capacity to Perform	15
<b>Total</b>	100

4. For this RFQ, Respondent’s qualifications will be evaluated, and the most qualified Respondent will be selected, subject to negotiation of fair and reasonable compensation.

*Profit (either % / actual cost) must be identified and negotiated as a separate element of the price of the contract. To comply, the respondent must disclose and certify in its SOQ the percentage of profit being used.*

5. Submission Requirements- the following documents must be included in your SOQ:

- **Statement of Conflicts of Interest** (if any) the service provider or key employees may have regarding these services, and a plan for mitigating the conflict(s). Note that Entity may in its sole discretion determine whether or not a conflict disqualifies a firm, and/or whether or not a conflict mitigation plan is acceptable.
- **System for Award Management.** Service Providers **must have an active registration** in the System for Award Management (<https://www.sam.gov/SAM/>). Service provider and its Principals may not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM). Include verification that the service provider as well as its principals are not listed (are not debarred) through the System for Award Management ([www.SAM.gov](http://www.SAM.gov)). This clearance information should be included in the service provider’s Proposal. **The clearance in the Service Provider’s proposal must be re-verified prior to award.** Enclose a printout of the search results that includes the record date.
- **Form CIQ**, (enclosed). Texas Local Government Code chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local government entity disclose in the Questionnaire Form CIQ the vendor or person’s employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local government entity. Questionnaire form CIQ is included in the RFQ and must be submitted with the response.
- **Certification Regarding Lobbying** (enclosed). Certification for Contracts, Grants, Loans, and Cooperative Agreements is included in the RFQ and must be submitted with the response.
- **Form 1295**, (enclosed). Effective January 1, 2016, all contracts and contract amendments, extensions, or renewals executed by the Commissioners Court will require the completion of Form 1295 “Certificate of Interested Parties” pursuant to Government Code § 2252.908. Form 1295 must be completed by awarded vendor at time of signed contract submission. Form 1295 is included in this RFQ for your information.
- **Required Contract Provisions.** Applicable provisions (enclosed) must be included in all contracts executed as a result of this RFQ.

6. Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms.

If the awarded vendor (prime) uses subcontractors, it must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used. The following affirmative steps are required of the prime contractor:

- 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration (SBA) and the Minority Business Development Agency (MBDA) of the Department of Commerce.

- 6) Please choose the MBDA Center that is in closest proximity to your community. Please use the following link: <https://www.mbda.gov/mbda-programs>. Email your RFQ to the appropriate center. If your Center cannot be reached by email, it is strongly recommended that the RFQ be sent to the appropriate center via CERTIFIED MAIL, return receipt requested.

Minority-owned businesses may be eligible for contract procurement assistance with public and private sector entities from MBDA centers:

Dallas MBDA Business Center 8828 N. Stemmons Freeway, Ste. 550B Dallas, TX 75247 214.920.2436 <a href="https://www.mbdadfw.com">https://www.mbdadfw.com</a> Email: <a href="mailto:admin1@mbdadallas.com">admin1@mbdadallas.com</a>	Houston MBDA Business Center 3100 Main Street, Ste. 701 Houston, TX 77002 713.718.8974 <a href="https://www.mbda.gov/business-center/houston-mbda-business-center">https://www.mbda.gov/business-center/houston-mbda-business-center</a> Email: <a href="mailto:MBDA@hccs.edu">MBDA@hccs.edu</a>
El Paso MBDA Business Center 2401 East Missouri Avenue El Paso, TX 79903 915.351.6232 <a href="https://www.mbda.gov/business-center/el-paso-mbda-business-center">https://www.mbda.gov/business-center/el-paso-mbda-business-center</a> Email: <a href="mailto:treed@ephcc.org">treed@ephcc.org</a>	San Antonio MBDA Business Center 501 W. Cesar E. Chavez Blvd., Ste. 3.324B San Antonio, TX 78207 210.458.2480 <a href="https://www.mbda.gov/business-center/san-antonio-mbda-business-center">https://www.mbda.gov/business-center/san-antonio-mbda-business-center</a> Email: <a href="mailto:orestes.hubbard@utsa.edu">orestes.hubbard@utsa.edu</a>
Small and woman-owned businesses may be eligible for assistance from SBA Women’s Business Centers:	
U.S. Small Business Administration – Dallas/Fort Worth District Office 150 Westpark Way, Ste. 130 Euless, TX 76040 214.572.9452/ <a href="https://www.sba.gov/offices/district/tx/dallas-fort-worth">https://www.sba.gov/offices/district/tx/dallas-fort-worth</a> Email: <a href="mailto:dfwdo.email@sba.gov">dfwdo.email@sba.gov</a>	WBEA – Women’s Business Enterprise Alliance 9800 Norwest Freeway, Ste. 120 Houston, TX 77092 713.681.9232 <a href="https://www.wbea-texas.org/about-wbea">https://www.wbea-texas.org/about-wbea</a> Email: <a href="mailto:wbc@wbea-texas.org">wbc@wbea-texas.org</a>
LiftFund Women’s Business Center 600 Soledad St. San Antonio, TX 78205 888.215.2373 <a href="https://womensbusinesscentersa.com/">https://womensbusinesscentersa.com/</a> Email: <a href="mailto:wbc@liftfund.com">wbc@liftfund.com</a>	
SBA also provides assistance at Small Business Development Centers located across Texas: <a href="https://americassbdc.org/small-business-consulting-and-training/find-your-sbdc/">https://americassbdc.org/small-business-consulting-and-training/find-your-sbdc/</a>	

7. Deadline for Submission –It is the responsibility of the submitting entity to ensure that the SOQ is received in a timely manner. SOQs received after the deadline will not be considered for award, regardless of whether or not the delay was outside the control of the submitting firm.

Please electronically submit your SOQ in .pdf format via email at [grantworks@grantworks.net](mailto:grantworks@grantworks.net) AND submit 02 copies of your proposal of services to the following address: Attn: City of Kaufman- Public Works Department 209 S. Washington St. Kaufman, Texas 75142. Statements of Qualifications must be received by the City no later than 2 PM on June 3, 2025, to be considered.

Failure to comply with these instructions or the submission requirements may result in disqualification of the response.

## Hazard Mitigation Assistance (HMA) Engineering/Architectural Services – Program Description

The Federal Emergency Management Agency (FEMA) Hazard Mitigation Assistance (HMA) programs support mitigation activities that reduce or eliminate potential losses to state, local, tribal and territorial governments, fostering resilience against the effects of disasters. FEMA administers HMA programs that provide funding for hazard mitigation activities including mitigation projects and capability- and capacity-building. The following programs are covered:

- 1. Hazard Mitigation Grant Program (HMGP).** HMGP ensures that state, local, tribal and territorial governments have the financial opportunity to plan for and implement mitigation measures that reduce the risk of loss of life and property from future natural disasters during the reconstruction process following a disaster. HMGP is authorized by Section 404 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) and implemented in regulations at 44 Code of Federal Regulations (CFR) §§ 206.430-440.
- 2. Building Resilient Infrastructure and Communities (BRIC).** BRIC supports state, local, tribal and territorial governments as they undertake hazard mitigation activities, reducing the risks they face from disasters and natural hazards. The BRIC program seeks to fund effective and innovative activities that will reduce risk, increase resilience, and serve as a catalyst to encourage the whole community to invest in and adopt mitigation policies. BRIC is designed to promote a national culture of preparedness and public safety by encouraging investments to protect our communities and infrastructure and strengthen our national mitigation capabilities to foster resilience.
- 3. Flood Mitigation Assistance (FMA).** FMA is a competitive program that provides funding to states, local communities, federally recognized tribes and territories. Funds can be used for projects that reduce or eliminate the risk of flood damage to structures insured by the National Flood Insurance Program (NFIP).

<b>Recipient:</b> _____ City of Kaufman _____	
<b>Anticipated Program</b>	Hazard Mitigation Assistance

### Engineering/Architectural Rating Sheet

Grant Recipient: \_\_\_\_\_ Program: \_\_\_\_\_ HMA \_\_\_\_\_

Name of Respondent \_\_\_\_\_

Evaluator's Name: \_\_\_\_\_ Date of Rating: \_\_\_\_\_

**Rate the Respondent of the Request For Qualifications (RFQ) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent.**

**Experience**

	<u>Factors</u>	<u>Max.Pts.</u>		<u>Score</u>
1.	Related Experience / Background with FEMA and other federally funded programs/projects	15		
2.	Related Experience / Background with specific project type	15		
3.	References from current/past clients	15		
4.	FEMA Benefit Cost Analysis Development	15		
	<b>Subtotal, Experience</b>	<b>60</b>		
	<b>Comments:</b>			

**Work Performance**

	<u>Factors</u>	<u>Max.Pts.</u>		<u>Score</u>
1.	Facilitates completion of activities on schedule	10		
2.	Capacity to complete number and quality maps	5		
3.	Capacity to schedule, coordinate and facilitate workshop meetings	10		
	<b>Subtotal, Work Performance</b>	<b>25</b>		
	<b>NOTE: Information necessary to assess the offeror on this criterion should be gathered by contacting past and current clients.</b>			
	<b>Comments:</b>			

**Capacity to Perform**

	<u>Factors</u>	<u>Max.Pts.</u>		<u>Score</u>
1.	Experienced Engineering/Architectural staff within the organization	5		
2.	Experienced GIS staff within the organization	5		
3.	Experienced Benefit Cost Analysis Specialist or Access to BCA Specialist	5		
	<b>Subtotal, Capacity to Perform</b>	<b>15</b>		
	<b>Comments:</b>			

**TOTAL SCORE**

	<u>Factors</u>	<u>Max.Pts.</u>		<u>Score</u>
<input type="checkbox"/>	Experience	60		
<input type="checkbox"/>	Work Performance	25		
<input type="checkbox"/>	Capacity to Perform	15		
	<b>Total Score</b>	<b>100</b>		

# Insert Certificate of Insurance

**Insert System for Award Management (SAM) record search for company name and company principal**

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

**FORM CIQ**

**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY	
Date Received	

**1 Name of vendor who has a business relationship with local governmental entity.**

**2**  **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 Name of local government officer about whom the information is being disclosed.**

\_\_\_\_\_

Name of Officer

**4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes       No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes       No

**5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

\_\_\_\_\_  
 Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
 Date

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Certification Regarding Lobbying

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Printed Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Qualifications (RFQ) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFQ-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Approved by OMB  
0348-0046



(To be completed by awarded vendor)

<b>CERTIFICATE OF INTERESTED PARTIES</b>		<b>FORM 1295</b>	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		<b>OFFICE USE ONLY</b>	
<b>1 Name of business entity filing form, and the city, state and country of the business entity's place of business.</b>		Must file online at <a href="http://www.ethics.state.tx.us/File">www.ethics.state.tx.us/File</a>	
<b>2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.</b>			
<b>3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.</b>			
<b>4</b> <b>Name of Interested Party</b>	<b>City, State, Country</b> <b>(place of business)</b>	<b>Nature of Interest (check applicable)</b>	
		<input type="checkbox"/> <b>Controlling</b>	<input type="checkbox"/> <b>Intermediary</b>
<b>5</b> Check only if there is <b>NO</b> Interested Party. <input type="checkbox"/>			
<b>6 UNSWORN DECLARATION</b> My name is _____, and my date of birth is _____. My address: _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country). I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20____. <span style="float: right;">(month) (year)</span>			
_____ Signature of authorized agent of contracting business entity (Declarant)			
<b>ADD ADDITIONAL PAGES AS NECESSARY</b>			

## REQUIRED CONTRACT PROVISIONS

2 CFR 200.327 Contract provisions. The non-Federal entity’s contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity’s contracts must contain the provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards, as applicable. **\*Language as of September 18, 2024**

THRESHOLD	PROVISION	CITATION
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by <a href="#">41 U.S.C. 1908</a> , must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.	2 CFR 200 APPENDIX II (B)
None	<p>Equal Employment Opportunity. Except as otherwise provided under <a href="#">41 CFR Part 60</a>, all contracts that meet the definition of “federally assisted construction contract” in <a href="#">41 CFR Part 60-1.3</a> must include the equal opportunity clause provided under <a href="#">41 CFR 60-1.4(b)</a>, in accordance with Executive Order 11246, “Equal Employment Opportunity” (<a href="#">30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp.</a>, p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at <a href="#">41 CFR part 60</a>, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”</p> <p>41 CFR 60-1.4 Equal opportunity clause.</p> <p>(b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</p> <p>The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p> <p>During the performance of this contract, the contractor agrees as follows:</p> <p>(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:</p>	2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b)

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted

construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.

<p>&gt;\$2,000</p>	<p>Davis-Bacon Act, as amended (<a href="#">40 U.S.C. 3141-3148</a>). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (<a href="#">40 U.S.C. 3141-3144</a>, and <a href="#">3146-3148</a>) as supplemented by Department of Labor regulations (<a href="#">29 CFR Part 5</a>, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (<a href="#">40 U.S.C. 3145</a>), as supplemented by Department of Labor regulations (<a href="#">29 CFR Part 3</a>, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.</p>	<p>2 CFR 200 APPENDIX II (D)</p>
<p>&gt;\$100,000</p>	<p>Contract Work Hours and Safety Standards Act (<a href="#">40 U.S.C. 3701-3708</a>). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with <a href="#">40 U.S.C. 3702</a> and <a href="#">3704</a>, as supplemented by Department of Labor regulations (<a href="#">29 CFR Part 5</a>). Under <a href="#">40 U.S.C. 3702</a> of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of <a href="#">40 U.S.C. 3704</a> are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.</p>	<p>2 CFR 200 APPENDIX II (E)</p>
<p>None</p>	<p>Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under <a href="#">37 CFR § 401.2 (a)</a> and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of <a href="#">37 CFR Part 401</a>, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.</p>	<p>2 CFR 200 APPENDIX II (F)</p>
<p>&gt;\$150,000</p>	<p>Clean Air Act (<a href="#">42 U.S.C. 7401-7671q.</a>) and the Federal Water Pollution Control Act (<a href="#">33 U.S.C. 1251-1387</a>), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations</p>	<p>2 CFR 200 APPENDIX II (G)</p>

	issued pursuant to the Clean Air Act ( <a href="#">42 U.S.C. 7401-7671q</a> ) and the Federal Water Pollution Control Act as amended ( <a href="#">33 U.S.C. 1251-1387</a> ). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	
>\$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see <a href="#">2 CFR 180.220</a> ) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at <a href="#">2 CFR 180</a> that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
>\$100,000	Byrd Anti-Lobbying Amendment ( <a href="#">31 U.S.C. 1352</a> ) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by <a href="#">31 U.S.C. 1352</a> . Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303
	See 2 CFR §200.323.	2 CFR 200 APPENDIX II (J)
	See 2 CFR §200.216.	2 CFR 200 APPENDIX II (K)
	See 2 CFR §200.322.	2 CFR 200 APPENDIX II (L)
>\$10,000	A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at <a href="#">40 CFR part 247</a> that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.	2 CFR 200.323
>\$100,000	<i>§135.38 Section 3 clause</i> <i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i>  A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.	

	<p>B. The parties to this contract agree to comply with HUD’s regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.</p> <p>C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of the contractor’s commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.</p> <p>D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.</p> <p>E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor’s obligations under 24 CFR part 135.</p> <p>F. Noncompliance with HUD’s regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.</p> <p>G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).</p>	
None	Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August	2 CFR 200.216

13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:

Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See [Public Law 115-232](#), section 889 for additional information.

(d) See also [§ 200.471](#).

No Threshold	<p>§ 200.322 Domestic preferences for procurements.</p> <p>(a) As appropriate and to the extent consistent with law and to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.</p> <p>(b) For purposes of this section:</p> <p>(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.</p> <p>(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.</p> <p>(3) [Iron and steel products, Manufactured Products, and Construction Materials] used in this project comply with the Build America, Buy America Act (BABA) requirements mandated by Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 177-58.</p>	2 CFR §200.322
None	<p>The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.</p>	2 CFR 200.112
None	<p>The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.</p>	2 CFR 200.336
None	<p>Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms.</p> <p>(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>(b) Affirmative steps must include:</p> <p>(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;</p> <p>(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</p> <p>(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;</p>	2 CFR 200.321

	<p>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</p> <p>(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and</p> <p>(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.</p>	
None	<p>Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:</p> <p>(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.</p> <p>(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.</p> <p>(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.</p> <p>(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.</p> <p>(e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.</p> <p>(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).</p> <p>(1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.</p> <p>(2) <i>If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.</p>	2 CFR 200.334
None	<p>CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 2270.0052, 2270.0102, or 2270.0152. In accordance with Texas Government Code, Chapter 2252,</p>	Texas Government Code 2252.152

	Subchapter F, <b>Respondent</b> hereby represents and warrants that it is not a company identified on the lists prepared and maintained under Texas Government Code §§ 2270.0052 (companies with business operations in Sudan), 2270.0102 (companies with business operations in Iran), or 2270.0152 (companies known to have contracts with or provide supplies or services to a foreign terrorist organization). Notwithstanding the foregoing, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or to a foreign terrorist organization, is not subject to contract prohibition under this clause. A company claiming such exemption must submit the official copy of the declaration.	
>\$100,000	<p>PROVISION REQUIRED IN CONTRACT. (a) This section applies only to certain solicitations and contracts. Section 2271.002 of the Texas Government Code states the following:</p> <p>(a) This section applies only to a contract that:</p> <p>(1) is between a governmental entity and a company with 10 or more full-time employees; and</p> <p>(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.</p> <p>(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:</p> <p>(1) does not boycott Israel; and</p> <p>(2) will not boycott Israel during the term of the contract. Section 2271.001(2) of the Government Code defines "company" to be the meaning assigned by Section 808.001 of the Texas Government Code, except that the term does not include a sole proprietorship.</p>	Texas Government Code 2271.002
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of federal funds. If no such funds are awarded, the contract shall terminate.	Optional
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201
	The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.	Section 504 of the Rehabilitation Act of 1973, as amended.
	Pursuant to the <i>Violence Against Women Act Reauthorization of 2022</i> , the Grant Recipient must certify that local policies do not interfere with the residents' Right to Report Crime and Emergencies from One's Home. The certification will confirm that no ordinances, local regulations, or policies adopted by the local government and currently in effect contain any financial or regulatory penalty imposed on property owners or residents as a result of any use of emergency services, or that the Grant Recipient is actively addressing such local regulations.	Pub. L. 117-103, 136 Stat. 49



Meeting  
Date: 9/22/2025

Date: 08/21/2025

Item #: 23.

Dept.: Public Works

**Action Item**

**SUBJECT:**

Consider and take appropriate action on the award or rejection of bid and contract for motor fuel and oil for Fiscal Year 2026 and authorizing the Mayor or his designee to execute necessary documents.

**BACKGROUND:**

Staff prepared a request for bids for the Annual Motor Fuel and Oil Bid and mailed to seven vendors. Staff received one complete bid packet from Borders and Long Oil, Inc., Kaufman, Texas.

City Staff reviewed the bid received and concluded that Borders & Long, Inc., in Kaufman, Texas, submitted a responsible bid. Borders & Long, Inc. submitted a total bid amount based on the City's estimated amounts of fuel and oil usage of \$133,632.19. The overall dollar amount of usage may change due to constant changes in fuel rack rates and actual gallons used.

The FY 2025-2026 bid tabulation to include the annual usage quantities is attached.

Author:  
Tim Hopwood, Public Works Director

Reviewed:  
Mike Holder, City Manager

**Cost:** \$120,597.88

**Funds Available:** FY25 Budget **Source:** PW, PD, FD, DS

**Recommendation:** Staff recommends that the Council award the bid for the FY 2025-2026 Annual Motor Fuel and Oil to Borders & Long, Inc., in Kaufman, Texas, for the estimated amount of \$133,632.19. This bid becomes effective October 1, 2025, and ends September 30, 2026.

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

**2025-2026 Motor Fuel and Oil Bid Tabulation**  
**Bid Opening: Thursday, September 11, 2025 @ 10:00 a.m.**

**VENDOR #1**  
**Borders & Long Oil**  
**P.O. Box 657**  
**Kaufman, TX 75142**

	<b>Rack Rate</b>	<b>Freight</b>	<b>UPA</b>	<b>Mark-Up</b>	<b>Price</b>	<b>Estimated Annual Quantity</b>	<b>Estimated Annual Total Cost</b>
Mid Grade Unleaded Gasoline	N/A	\$ -	\$ 0.007	\$ 0.05	\$ 2.0296	50,000	\$ 101,480.00
Low Sulfur Diesel Fuel	N/A	\$ -	\$ 0.007	\$ 0.05	\$ 2.4422	10,000	\$ 24,422.00
30 Weight Motor Oil (THD)	\$ 11.2727			15%	\$ 12.9636	330	\$ 4,278.00
Hydraulic Oil (Supertrac)(TDH)	\$ 5.40			15%	\$ 6.21	330	\$ 2,049.30
Motor Oil 15w40 (TDH)	\$ 11.09			15%	\$ 12.7535	110	\$ 1,402.89
	\$ -					<b>TOTAL:</b>	<b>133,632.19</b>

**BIDDERS PRICE BREAKDOWN**

	<b>Rack Rate</b>	<b>Freight</b>	<b>UPA</b>	<b>Mark-Up</b>	<b>Price</b>	<b>Estimated Annual Quantity</b>	<b>Estimated Annual Total Cost</b>
Mid Grade Unleaded Gasoline	N/A	N/A	\$0.007	\$0.05			\$ -
Low Sulfur Diesel Fuel	N/A	N/A	\$0.007	\$0.05			\$ -
30 Weight Motor Oil (THD)	\$ 11.2727	N/A	N/A	15%	\$ 12.9636		\$ -
Hydraulic Oil (drum) (THD)	\$ 5.40	N/A	N/A	15%	\$ 6.21		\$ -
Mobil Delvac MX 15W40(THD)	\$ 11.09	N/A	N/A	15%	\$ 12.7535		\$ -
						<b>TOTAL:</b>	<b>0.00</b>

Note:



Meeting  
Date: 9/22/2025

Date: 08/21/2025

Item #: 24.

Dept.: Administration

**Ordinance**

**SUBJECT:**

Consider and take appropriate action regarding Ordinance O-31-25, 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.

**BACKGROUND:**

This item proposes an update and amendment to the Job Classification Plan to incorporate new job titles that were approved during the recent budget process. In addition to introducing these titles, all pay ranges will be adjusted to align with the new amounts specified in the FY26 Budget and the Step Pay Plan. This update aims to ensure that the classification system accurately reflects the City's current staffing needs and compensation structure, fostering equitable pay and supporting recruitment and retention efforts. The proposed changes are essential for maintaining a competitive workforce and enhancing overall organizational effectiveness.

Author:  
Mike Holder, City Manager

Reviewed:  
Mike Holder, City Manager

**Cost:**

**Funds Available:**

**Source:**

**Recommendation: Staff recommends approval of Ordinance O-31-25 as presented**

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

**CITY OF KAUFMAN  
JOB CLASSIFICATION PLAN (GRADE ORDER)  
FISCAL YEAR 2026  
Effective 10/01/2025**

GRADE	ANNUAL SALARY RANGE			TITLE
	MINIMUM	MID-POINT	MAXIMUM	
11	34344	39432	48336	Maintenance Technician - Public Works
12	36888	41976	53424	Civic Center/Event Coordinator
				Customer Relations Clerk
				Equipment Operator - Public Works
				Municipal Court Clerk
				Permit Technician
				Utility Billing Clerk
13	38478	44838	57558	Administrative Assistant
				Animal Services Officer
				Asst Wastewater Plant Operator
				Community Compliance Officer
				Finance Technician
				Planning Technician
				Public Service Officer
14	51660	61740	77490	Reserve for future use
15	54285	64995	80745	Accountant
				Building Inspector
				Chief Wastewater Plant Operator
				Construction Inspector
				Human Resources Coordinator
				Marketing and Community Relations
				Planner
				Procurement & Budget Analyst
				Superintendent - Public Works
16	55440	66780	82530	Fire Fighter
16B		47250		Police Officer
				Police Cadet
17	58548	70176	88536	Fire Lieutenant/Fire Marshal
				Police Sergeant
18	67320	80580	100980	Building Official
				Finance Manager
				Fire Captain
				Senior Planner
				Police Captain
19	89760	106080	126480	City Secretary
				City Engineer
				Director of Development Services
				Director of Economic Development
				Director of Finance
				Director of Public Works
				Fire Chief
				Police Chief
20	96900	113220	133620	Assistant City Manager

## STEP PAY PLAN WITH FTE'S AS OF 10/1/2025

	1	2	3	4	5	6	7	8	9	10
11	\$34,344	\$35,616	\$36,888	\$38,160	\$39,432	\$40,704	\$41,976	\$43,248	\$45,792	\$48,336
12	\$36,888	\$38,160	\$39,432	\$40,704	\$41,976	\$43,248	\$45,792	\$48,336	\$50,880	\$53,424
13	\$38,478	\$39,750	\$41,022	\$42,294	\$44,838	\$47,382	\$49,926	\$52,470	\$55,014	\$57,558
14	\$51,660	\$54,180	\$56,700	\$59,220	\$61,740	\$64,890	\$68,040	\$71,190	\$74,340	\$77,490
15	\$54,285	\$56,805	\$59,325	\$61,845	\$64,995	\$68,145	\$71,295	\$74,445	\$77,595	\$80,745
16	\$55,440	\$57,960	\$60,480	\$63,633	\$66,780	\$69,930	\$73,080	\$76,230	\$79,380	\$82,530
17	\$58,548	\$60,996	\$64,056	\$67,116	\$70,176	\$73,236	\$76,296	\$80,376	\$84,456	\$88,536
18	\$67,320	\$70,380	\$73,440	\$76,500	\$80,580	\$84,660	\$88,740	\$92,820	\$96,900	\$100,980
19	\$89,760	\$93,840	\$97,920	\$102,000	\$106,080	\$110,160	\$114,240	\$118,320	\$122,400	\$126,480
20	\$96,900	\$100,980	\$105,060	\$109,140	\$113,220	\$117,300	\$121,380	\$125,460	\$129,540	\$133,620



Meeting  
Date: 9/22/2025

Date: 08/21/2025

Item #: 25.

Dept.: Finance

**Ordinance**

**SUBJECT:**

Consider and take appropriate action regarding Ordinance O-32-25, an ordinance of the City Council of the City of Kaufman, Texas, amending Ordinance No. O-18-24 adopting the City's and Kaufman Economic Development Corporation's 2024-2025 Fiscal Year Budget to balance Revenue Surplus, Expense Surplus, and Shortfall; and providing an effective date.

**BACKGROUND:**

Upon a recent review, staff indicated the need to amend several significant and unexpected revenue and expense line items within the budget that were incurred throughout the year. The attached chart details those recommendations and explanations for each suggested line item amendment. Additional funds are not being requested.

Author:  
Mary Wennerstrom, Finance Director

Reviewed:  
Mike Holder, City Manager

Cost: Funds Available: Source:

**Recommendation: Staff recommends approval of Ordinance O-32-25 as presented.**

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

**CITY OF KAUFMAN, TEXAS  
ORDINANCE NO. O-32-25**

**AN ORDINANCE OF THE CITY OF KAUFMAN, TEXAS,  
AMENDING ORDINANCE NO. O-18-24, ADOPTING THE 2024-  
2025 FISCAL YEAR BUDGET, TO BALANCE REVENUE  
SURPLUS, EXPENSE SURPLUS, AND SHORTFALL;  
PROVIDING FOR THE INCORPORATION OF PREMISES;  
PROVIDING FOR AMENDMENT TO THE 2024-2025 FISCAL  
YEAR BUDGET IN ACCORDANCE WITH EXHIBIT "A" HERETO;  
AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Section 7.09 of the Home Rule City Charter of the City of Kaufman, Texas, authorizes the City Council to amend or change the budget for any additional expense; and

**WHEREAS**, Section 7.07 of the Home Rule City Charter of the City of Kaufman, Texas, authorizes the City Council to transfer unused appropriations to any item for the same general purpose; and

**WHEREAS**, the City Council adopted Ordinance No. O-18-24 adopting the 2024-2025 Fiscal Year Budget of the City of Kaufman, Texas, (the "2024-2025 Budget") and the City has been making expenditures and operating under the 2024-2025 Budget as required by law; and

**WHEREAS**, City Staff has submitted various amendments to the 2024-2025 Budget set forth in **Exhibit "A"**, "FY 2025 Budget Amendments", a copy of which is attached hereto and incorporated herein; and

**WHEREAS**, the City Council has reviewed the proposed FY 2025 Budget Amendments and has determined that the proposed amendments are necessary and appropriate in order to accurately reflect revenue surplus, expense surplus, shortfalls and expenditures and should therefore be adopted;

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

**SECTION 1.** That all of the above premises are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

**SECTION 2.** That the 2024-2025 Budget was adopted by Ordinance No. O-18-24 is hereby amended as set forth more specifically in **Exhibit "A"** hereto, and all line items, expenditures, and revenues not expressly amended as set forth in Exhibit "A" shall remain in full force and effect without amendment.

**SECTION 3.** That this Ordinance shall become effective on and after its passage and adoption in accordance with state law and Charter.

**PASSED AND ADOPTED** this 22<sup>nd</sup> day of September, 2025.

\_\_\_\_\_  
**JEFF JORDAN**  
**MAYOR**

**ATTEST:**

\_\_\_\_\_  
**JESSIE HANKS**  
**CITY SECRETARY**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**M. ANN MONTGOMERY**  
**CITY ATTORNEY**

**Exhibit "A"**  
**FY 2025 Budget Amendments**

General Fund Revenues						
		Current Yr	Current Yr		Current Yr	Budget
Account	Description	Budget	Actual	Balance	Projected	Amendment
01-4105-000-00000	General Sales & Use	- 3,840,370.00	- 3,963,436.60	123,066.60	\$ (3,963,435)	\$ (123,065)
01-4106-000-00000	Mixed Beverage Tax	- 38,000.00	- 18,723.51	-19,276.49	\$ (20,000)	\$ 18,000
01-4120-000-00000	Franchise Tax-Electr	- 320,000.00	- 257,718.60	-62,281.40	\$ (310,000)	\$ 10,000
01-4121-000-00000	Franchise Tax-Phone	- 17,000.00	- 31,739.73	14,739.73	\$ (32,000)	\$ (15,000)
01-4122-000-00000	Franchise Tax-Cable	- 14,000.00	0.00	-14,000.00	\$ -	\$ 14,000
01-4123-000-00000	Franchise Tax-Natura	- 80,000.00	- 74,871.42	-5,128.58	\$ (74,875)	\$ 5,125
01-4124-000-00000	Franchise Tax-Refuse	- 127,000.00	- 123,785.32	-3,214.68	\$ (135,000)	\$ (8,000)
01-4126-000-00000	Franchise Tax-Utilit	- 136,355.00	(212,620.00)	76,265.00	\$ (212,620)	\$ (76,265)
01-4201-000-00000	Liquor Permit	-9000	-6745	-2255	-6745	\$ 2,255
01-4202-000-00000	Vendor Permit	-650	-1550	900	-1550	\$ (900)
01-4203-000-00000	Amusement Permit	-100	-60	-40	-60	\$ 40
01-4204-000-00000	Food Service Permit	-38000	-49685	11685	-49685	\$ (11,685)
01-4205-000-00000	Mechanical Permit	-15650	-7293.55	-8356.45	-7295	\$ 8,355
01-4221-000-00000	Building Permits	-530000	-338264.33	-191735.67	-338265	\$ 191,735
01-4222-000-00000	Electric Permit	-16000	-11356.53	-4643.47	-11355	\$ 4,645
01-4223-000-00000	Fishing Permits	-1500	-658	-842	-600	\$ 900
01-4224-000-00000	Pet Registrations	-100	-65	-35	-50	\$ 50
01-4226-000-00000	Plumbing Permit	-15750	-14033.53	-1716.47	-14000	\$ 1,750
01-4229-000-00000	Planning & Zoning Fe	-41330	-21496.4	-19833.6	-21495	\$ 19,835
01-4230-000-00000	Engineering-3% Fee	-350000	-54330.16	-295669.84	-54500	\$ 295,500
01-4232-000-00000	Park Dedication Fee	-29500		-29500	0	\$ 29,500
01-4301-000-00000	Fines	-120000	-151180.7	31180.7	-151180	\$ (31,180)
01-4302-000-00000	OmniBase - Local	0	-476	476	-500	\$ (500)
01-4303-000-00000	Child Safety	0	-750	750	-800	\$ (800)
01-4304-000-00000	Arrest Fees	-3500	-5329.45	1829.45	-5335	\$ (1,835)
01-4306-000-00000	TFC(Other Court Cost	-260	-687.69	427.69	-700	\$ (440)
01-4308-000-00000	Time Payment Fees	-1500	-739.67	-760.33	-750	\$ 750
01-4309-000-00000	Muni Ct Report Timel	-3500	-5535.12	2035.12	-5535	\$ (2,035)
01-4311-000-00000	Warrant Fees	-3500	-7856.76	4356.76	-8000	\$ (4,500)
01-4312-000-00000	Court Administrative	-1000	-2175.25	1175.25	-2200	\$ (1,200)
01-4401-000-00000	Liens Collected	- 7,000.00	- 4,204.28	-2,795.72	\$ (4,500)	\$ 2,500
01-4404-000-00000	Accident and Other R	- 1,000.00	- 2,137.00	1,137.00	\$ (2,150)	\$ (1,150)
01-4412-000-00000	Park-10% Concession	- 3,000.00	- 1,350.00	-1,650.00	\$ (1,500)	\$ 1,500
01-4430-000-00000	Credit Card Convenie	- 14,000.00	- 15,234.61	1,234.61	\$ (15,000)	\$ (1,000)
01-4500-000-00000	Street Cut	- 5,000.00	- 7,000.00	2000.00	\$ (7,000)	\$ (2,000)
01-4502-000-00000	Convenience Sta Char	- 18,000.00	- 16,955.00	-1045.00	\$ (17,000)	\$ 1,000
01-4503-000-00000	Safety Inspection Ch	- 16,000.00	- 17,275.00	1275.00	\$ (18,000)	\$ (2,000)
01-4504-000-00000	Convenience Sta Char	- 105,000.00	- 120,915.00	15915.00	\$ (120,915)	\$ (15,915)
01-4505-000-00000	Refuse Collection Ch	- 380,000.00	- 357,490.85	-22509.15	\$ (390,000)	\$ (10,000)
01-4511-000-00000	Park Use Charges	- 1,000.00	- 1,793.00	793.00	\$ (1,800)	\$ (800)
01-4511-000-RECFE	Park Use Charges	- 20,000.00	- 23,380.00	3380.00	\$ (24,000)	\$ (4,000)
01-4514-000-00000	Civic Center Use Cha	- 50,000.00	- 46,225.00	-3775.00	\$ (53,225)	\$ (3,225)
01-4602-000-VPCON	Donations & Contribu	- 850.00	- 60,807.46	59957.46	\$ (61,795)	\$ (60,945)
01-4604-000-00000	Interest Income	- 26,000.00	- 69,623.04	43623.04	\$ (75,000)	\$ (49,000)
01-4605-000-00000	Transfer In	- 176,670.00	- 222,319.96	45649.96	\$ (498,250)	\$ (321,580)
01-4606-000-00000	Miscellaneous Revenu	- 10,000.00	- 24,677.95	14677.95	\$ (25,000)	\$ (15,000)

01-4609-000-00000	Rents and Leases	- 4,800.00	- 2,400.00	-2400.00	\$ (2,400)	\$ 2,400
01-4612-000-00000	Intergovernmental Re	- 1,019,385.00	- 319,160.91	-928700	\$ (1,249,605)	\$ (230,220)
01-4615-000-00000	July 4th Revenue	- 35,000.00	- 23,319.00	-11681.00	\$ (23,320)	\$ 11,680
01-4621-000-00000	Kaufman PWs Roadeo R	0	- 1,610.03	1610.03	\$ (1,610)	\$ (1,610)
01-4622-000-00000	HARVEST FEST Revenue	- 20,000.00	- 13,920.00	-6080.00	\$ (13,920)	\$ 6,080
01-4624-000-00000	Christmas on the Squ	- 5,000.00	- 12,120.00	7120.00	\$ (12,120)	\$ (7,120)
		<b>- 1,297,705.00</b>	<b>- 749,958.35</b>		<b>\$ (1,963,020)</b>	
		<b>-12,023,665.00</b>	<b>-11,024,531.83</b>		<b>-12,399,035.00</b>	

General Fund Expenses						
		Current Yr	Current Yr		Current Yr	Budget
Account	Description	Budget	Actual	Balance	Projected	Amendment
01-5203-100-00000	Operating Supplies	750.00	1,077.49	-327.49	\$ 1,080	\$ 330.00
01-5305-100-00000	Licenses, Dues & Sub	7,430.00	6,759.64	670.36	\$ 6,760	\$ (670.00)
01-5322-100-00000	Tuition & Education	2,500.00	3,545.00	-1,045.00	\$ 3,545	\$ 1,045.00
01-5323-100-00000	Meals & Lodging	5,815.00	7,740.26	-1,925.26	\$ 7,740	\$ 1,925.00
01-5330-100-00000	Travel	1,750.00	1,669.49	80.51	\$ 1,670	\$ (80.00)
01-5376-100-00000	Board Expenses	7,185.00	4,559.38	2,625.62	\$ 4,635	\$ (2,550.00)
01-5101-110-00000	Salaries & Wages	391,720.00	287,804.69	103,915.31	\$ 310,500	\$ (81,220.00)
01-5102-110-00000	Overtime	0	481.28	-481.28	\$ 550	\$ 550.00
01-5140-110-00000	Texas Municipal Reti	63,060.00	49,602.32	13,457.68	\$ 52,800	\$ (10,260.00)
01-5150-110-00000	Social Security	30,910.00	22,717.88	8,192.12	\$ 24,750	\$ (6,160.00)
01-5152-110-00000	Worker's Compensatio	1,055.00	785.62	269.38	\$ 785	\$ (270.00)
01-5160-110-00000	Health Insurance	38,180.00	18,521.06	19,658.94	\$ 19,545	\$ (18,635.00)
01-5203-110-00000	Operating Supplies	1,750.00	1,214.58	535.42	\$ 1,250	\$ (500.00)
01-5205-110-00000	Contributions, Gratui	46,500.00	27,472.56	19,027.44	\$ 36,500	\$ (10,000.00)
01-5206-110-00000	Supplies-Community E	550.00	250.00	300.00	\$ 250	\$ (300.00)
01-5303-110-00000	Advertising	13,500.00	10,044.80	3,455.20	\$ 11,500	\$ (2,000.00)
01-5310-110-00000	Trash Collection	300,000.00	285,988.72	14,011.28	\$ 310,225	\$ 10,225.00
01-5313-110-00000	Rent/Lease	3,000.00	1,142.83	1,857.17	\$ 1,300	\$ (1,700.00)
01-5322-110-00000	Tuition & Education	2,000.00	2,195.56	-195.56	\$ 2,500	\$ 500.00
01-5330-110-00000	Travel	2,500.00	911.91	1,588.09	\$ 1,250	\$ (1,250.00)
01-5331-110-00000	Credit Card Merchant	9,000.00	6,094.45	2,905.55	\$ 7,500	\$ (1,500.00)
01-5361-110-00000	Professional Svcs-En	90,000.00	0	90,000.00	\$ -	\$ (90,000.00)
01-5380-110-00000	Bad Debt Expense	0.00	-167.54	167.54	\$ 100	\$ 100.00
01-5487-110-00000	Land Purchase	0.00	963,412.60	-963,412.60	\$ 963,415	\$ 963,415.00
01-5560-110-00000	Transfer Out	1,253,345.00	427,101.86	826,243.14	\$ 1,547,900	\$ 294,555.00
01-5561-110-00000	City Manager's Conti	105,225.00	14,879.66	90,345.34	\$ 82,180	\$ (23,045.00)
01-5591-110-00000	Budgetary Reserve	52,440.00	0	52,440.00	\$ -	\$ (52,440.00)
01-5592-110-PDFAF	Budgetary Reserve -	29,500.00	0	29,500.00	\$ -	\$ (29,500.00)
01-5615-110-BSTRM	380 Agreement	12,500.00	4,998.55	7,501.45	\$ 5,000	\$ (7,500.00)
01-5152-120-00000	Worker's Compensatio	150.00	111.24	38.76	\$ 115	\$ (35.00)
01-5160-120-00000	Health Insurance	4,245.00	1,458.99	2,786.01	\$ 1,465	\$ (2,780.00)
01-5203-120-00000	Operating Supplies	1,500.00	1,695.14	-195.14	\$ 1,695	\$ 195.00
01-5208-120-00000	Election	3,800.00	1,905.91	1,894.09	\$ 2,000	\$ (1,800.00)
01-5305-120-00000	Licenses, Dues & Sub	1,500.00	874.33	625.67	\$ 1,300	\$ (200.00)
01-5309-120-00000	Insurance & Bonds	52,420.00	52,415.73	4.27	\$ 52,415	\$ (5.00)
01-5322-120-00000	Tuition & Education	1,500.00	2,720.00	-1,220.00	\$ 2,720	\$ 1,220.00
01-5323-120-00000	Meals & Lodging	2,000.00	3,008.66	-1,008.66	\$ 3,010	\$ 1,010.00
01-5360-120-00000	Professional Svcs-Le	100,000.00	52,250.80	47,749.20	\$ 80,000	\$ (20,000.00)
01-5363-120-00000	Professional Svcs-Te	2,500.00	4,000.00	-1,500.00	\$ 4,000	\$ 1,500.00
01-5102-122-00000	Overtime	250.00	1,743.14	-1,493.14	\$ 2,050	\$ 1,800.00
01-5140-122-00000	Texas Municipal Reti	4,655.00	4,625.05	29.95	\$ 4,820	\$ 165.00
01-5152-122-00000	Worker's Compensatio	90.00	111.24	-21.24	\$ 115	\$ 25.00
01-5177-122-00000	Retention Pay	19,685.00	20,241.80	-556.80	\$ 20,245	\$ 560.00
01-5203-122-00000	Operating Supplies	1,700.00	677.40	1,022.60	\$ 800	\$ (900.00)
01-5205-122-00000	Contributions, Gratui	12,950.00	10,759.54	2,190.46	\$ 11,500	\$ (1,450.00)
01-5322-122-00000	Tuition & Education	15,405.00	3,905.00	11,500.00	\$ 5,405	\$ (10,000.00)
01-5323-122-00000	Meals & Lodging	3,300.00	2,054.65	1,245.35	\$ 2,500	\$ (800.00)
01-5362-122-00000	Professional Svcs-Ad	2,000.00	2,094.00	-94.00	\$ 2,500	\$ 500.00
01-5363-122-00000	Professional Svcs-Te	4,000.00	4,158.05	-158.05	\$ 4,500	\$ 500.00
01-5102-130-00000	Overtime	700.00	185.31	514.69	\$ 325	\$ (375.00)

01-5103-130-00000	Certification Pay	600.00	75	525.00	\$ 100	\$ (500.00)
01-5152-130-00000	Worker's Compensatio	300.00	667.47	-367.47	\$ 670	\$ 370.00
01-5160-130-00000	Health Insurance	16,970.00	16,094.48	875.52	\$ 16,800	\$ (170.00)
01-5203-130-00000	Operating Supplies	2,500.00	1,380.23	1,119.77	\$ 1,700	\$ (800.00)
01-5305-130-00000	Licenses, Dues & Sub	0	110.00	-110.00	\$ 110	\$ 110.00
01-5322-130-00000	Tuition & Education	1,050.00	925.00	125.00	\$ 1,000	\$ (50.00)
01-5323-130-00000	Meals & Lodging	1,050.00	750.66	299.34	\$ 755	\$ (295.00)
01-5330-130-00000	Travel	800.00	1,110.44	-310.44	\$ 1,115	\$ 315.00
01-5331-130-00000	Credit Card Merchant	2,500.00	1,939.37	560.63	\$ 2,150	\$ (350.00)
01-5360-130-00000	Professional Svcs-Le	25,000.00	22,330.00	2,670.00	\$ 26,500	\$ 1,500.00
01-5102-150-00000	Overtime	2,500.00	429.06	2,070.94	\$ 900	\$ (1,600.00)
01-5152-150-00000	Worker's Compensatio	400.00	556.23	-156.23	\$ 555	\$ 155.00
01-5304-150-00000	Printing & Reproduct	1,500.00	0	1,500.00	\$ 500	\$ (1,000.00)
01-5305-150-00000	Licenses, Dues & Sub	650.00	936.22	-286.22	\$ 935	\$ 285.00
01-5322-150-00000	Tuition & Education	4,525.00	3,637.50	887.50	\$ 4,025	\$ (500.00)
01-5323-150-00000	Meals & Lodging	3,440.00	2,448.74	991.26	\$ 3,000	\$ (440.00)
01-5330-150-00000	Travel	2,520.00	1,278.94	1,241.06	\$ 1,500	\$ (1,020.00)
01-5362-150-00000	Professional Svcs-Ad	74,500.00	70,275.80	4,224.20	\$ 72,500	\$ (2,000.00)
01-5363-150-00000	Professional Svcs-Te	47,300.00	41,630.00	5,670.00	\$ 43,300	\$ (4,000.00)
01-5203-155-00000	Operating Supplies	2,300.00	1,189.13	1,110.87	\$ 1,500	\$ (800.00)
01-5220-155-00000	Minor Tools & Equipm	14,130.00	19,116.54	-4,986.54	\$ 19,120	\$ 4,990.00
01-5301-155-00000	Communications	69,000.00	70,577.41	-1,577.41	\$ 70,580	\$ 1,580.00
01-5305-155-00000	Licenses, Dues & Sub	156,345.00	150,135.31	6,209.69	\$ 169,345	\$ 13,000.00
01-5311-155-00000	Lease Equipment	13,000.00	9,119.46	3,880.54	\$ 10,500	\$ (2,500.00)
01-5355-155-00000	Maintenance-Equipmen	30,000.00	23,996.25	6,003.75	\$ 25,000	\$ (5,000.00)
01-5420-155-00000	Capital-Equipment	13,000.00	0	13,000.00	\$ -	\$ (13,000.00)
01-5152-161-00000	Worker's Compensatio	2,160.00	2,615.79	-455.79	\$ 2,615	\$ 455.00
01-5203-161-00000	Operating Supplies	1,000.00	549.73	450.27	\$ 700	\$ (300.00)
01-5210-161-00000	Uniforms	350.00	324.80	25.20	\$ 325	\$ (25.00)
01-5230-161-00000	Motor Fuel & Oil	5,750.00	2,752.55	2,997.45	\$ 3,050	\$ (2,700.00)
01-5305-161-00000	Licenses, Dues & Sub	150.00	0	150.00	\$ -	\$ (150.00)
01-5322-161-00000	Tuition & Education	500.00	325.00	175.00	\$ 325	\$ (175.00)
01-5323-161-00000	Meals & Lodging	600.00	58.51	541.49	\$ 60	\$ (540.00)
01-5371-161-00000	Animal Disposal Serv	60,275.00	50,478.00	9,797.00	\$ 55,275	\$ (5,000.00)
01-5593-161-00000	Capital Lease Princi	7,115.00	5,813.17	1,301.83	\$ 6,325	\$ (790.00)
01-5594-161-00000	Capital Lease Intere	900.00	903.65	-3.65	\$ 995	\$ 95.00
01-5102-163-00000	Overtime	10,000.00	18,574.15	-8,574.15	\$ 18,575	\$ 8,575.00
01-5103-163-00000	Certification Pay	2,100.00	1,450.00	650.00	\$ 1,600	\$ (500.00)
01-5140-163-00000	Texas Municipal Reti	34,960.00	34,859.12	100.88	\$ 37,500	\$ 2,540.00
01-5150-163-00000	Social Security	19,110.00	18,587.15	522.85	\$ 19,890	\$ 780.00
01-5152-163-00000	Worker's Compensatio	8,735.00	7,242.85	1,492.15	\$ 7,245	\$ (1,490.00)
01-5160-163-00000	Health Insurance	25,455.00	18,461.25	6,993.75	\$ 19,150	\$ (6,305.00)
01-5203-163-00000	Operating Supplies	4,000.00	2,836.17	1,163.83	\$ 3,800	\$ (200.00)
01-5220-163-00000	Minor Tools & Equipm	100.00	0	100.00	\$ -	\$ (100.00)
01-5230-163-00000	Motor Fuel & Oil	6,500.00	5,752.19	747.81	\$ 6,100	\$ (400.00)
01-5305-163-00000	Licenses, Dues & Sub	1,530.00	984.92	545.08	\$ 1,060	\$ (470.00)
01-5322-163-00000	Tuition & Education	2,400.00	1,990.00	410.00	\$ 2,250	\$ (150.00)
01-5323-163-00000	Meals & Lodging	2,500.00	2,442.26	57.74	\$ 2,445	\$ (55.00)
01-5370-163-00000	Investigation Expens	13,250.00	6,602.68	6,647.32	\$ 10,000	\$ (3,250.00)
01-5101-164-00000	Salaries & Wages	1,246,610.00	1,003,152.57	243,457.43	\$ 1,017,500	\$ (229,110.00)
01-5102-164-00000	Overtime	67,500.00	51,439.93	16,060.07	\$ 55,500	\$ (12,000.00)
01-5103-164-00000	Certification Pay	2,100.00	2,912.50	-812.50	\$ 3,075	\$ 975.00
01-5140-164-00000	Texas Municipal Reti	183,700.00	148,668.05	35,031.95	\$ 163,700	\$ (20,000.00)

01-5150-164-00000	Social Security	100,415.00	79,059.04	21,355.96	\$ 87,000	\$ (13,415.00)
01-5152-164-00000	Worker's Compensatio	45,895.00	39,078.27	6,816.73	\$ 39,080	\$ (6,815.00)
01-5160-164-00000	Health Insurance	161,200.00	119,598.30	41,601.70	\$ 126,000	\$ (35,200.00)
01-5210-164-00000	Uniforms	19,600.00	17,922.91	1,677.09	\$ 18,600	\$ (1,000.00)
01-5220-164-00000	Minor Tools & Equipm	1,000.00	441.07	558.93	\$ 750	\$ (250.00)
01-5230-164-00000	Motor Fuel & Oil	34,500.00	29,880.60	4,619.40	\$ 32,000	\$ (2,500.00)
01-5260-164-00000	Weapons & Ammunition	11,555.00	11,438.14	116.86	\$ 11,440	\$ (115.00)
01-5302-164-00000	Postage & Delivery	200.00	0	200.00	\$ -	\$ (200.00)
01-5305-164-00000	Licenses, Dues & Sub	2,100.00	1,092.18	1,007.82	\$ 1,600	\$ (500.00)
01-5322-164-00000	Tuition & Education	14,635.00	11,406.30	3,228.70	\$ 12,635	\$ (2,000.00)
01-5330-164-00000	Travel	1,500.00	189.21	1,310.79	\$ 1,000	\$ (500.00)
01-5354-164-00000	Maintenance-Automoti	30,000.00	36,716.77	-6,716.77	\$ 40,000	\$ 10,000.00
01-5355-164-00000	Maintenance-Equipmen	1,000.00	0	1,000.00	\$ -	\$ (1,000.00)
01-5410-164-00000	Capital-Automobiles/	65,735.00	114,387.96	-48,652.96	\$ 114,390	\$ 48,655.00
01-5593-164-00000	Capital Lease Princi	91,775.00	101,397.77	-9,622.77	\$ 110,450	\$ 18,675.00
01-5594-164-00000	Capital Lease Intere	15,645.00	23,357.64	-7,712.64	\$ 25,580	\$ 9,935.00
01-5102-170-00000	Overtime	40,850.00	64,152.54	-23,302.54	\$ 70,000	\$ 29,150.00
01-5103-170-00000	Certification Pay	2,500.00	1,950.00	550.00	\$ 2,050	\$ (450.00)
01-5152-170-00000	Worker's Compensatio	32,150.00	36,280.81	-4,130.81	\$ 36,280	\$ 4,130.00
01-5160-170-00000	Health Insurance	89,085.00	79,732.86	9,352.14	\$ 83,205	\$ (5,880.00)
01-5176-170-00000	Phone Allowance	900.00	637.50	262.50	\$ 640	\$ (260.00)
01-5202-170-00000	Janitorial Supplies	1,500.00	1,526.30	-26.30	\$ 1,600	\$ 100.00
01-5203-170-00000	Operating Supplies	4,500.00	5,885.87	-1,385.87	\$ 5,200	\$ 700.00
01-5210-170-00000	Uniforms	31,690.00	19,850.77	11,839.23	\$ 20,850	\$ (10,840.00)
01-5211-170-00000	Protective Clothing	30,025.00	21,894.59	8,130.41	\$ 21,895	\$ (8,130.00)
01-5220-170-00000	Minor Tools & Equipm	27,000.00	19,231.20	7,768.80	\$ 19,235	\$ (7,765.00)
01-5230-170-00000	Motor Fuel & Oil	30,000.00	19,250.83	10,749.17	\$ 21,000	\$ (9,000.00)
01-5240-170-00000	Botanical & Agricult	500.00	8.00	492.00	\$ 10	\$ (490.00)
01-5305-170-00000	Licenses, Dues & Sub	3,905.00	3,839.79	65.21	\$ 3,810	\$ (95.00)
01-5306-170-ELECT	Utilities-Electric/W	8,000.00	9,541.15	-1,541.15	\$ 10,715	\$ 2,715.00
01-5307-170-00000	Natural Gas	3,500.00	3,091.32	408.68	\$ 3,100	\$ (400.00)
01-5313-170-SGRCF	Rent/Lease	0	9,416.17	-9,416.17	\$ 11,715	\$ 11,715.00
01-5322-170-00000	Tuition / Education	6,000.00	3,298.65	2,701.35	\$ 3,300	\$ (2,700.00)
01-5323-170-00000	Meals / Lodging	5,000.00	606.97	4,393.03	\$ 1,500	\$ (3,500.00)
01-5330-170-00000	Travel	2,500.00	100.8	2,399.20	\$ 100	\$ (2,400.00)
01-5330-170-SGRCF	Travel	0	1,887.90	-1,887.90	\$ 2,385	\$ 2,385.00
01-5350-170-00000	Maintenance-Faciliti	7,800.00	6,174.11	1,625.89	\$ 6,800	\$ (1,000.00)
01-5354-170-00000	Maintenance-Automoti	4,000.00	4,330.62	-330.62	\$ 4,500	\$ 500.00
01-5362-170-SGRCF	Professional Svcs-Ad	0	37,832.50	-37,832.50	\$ 43,825	\$ 43,825.00
01-5420-170-00000	Capital-Equipment	20,800.00	\$ 71,343	-50,542.84	\$ 76,845	\$ 56,045.00
01-5593-170-00000	Capital Lease Princi	77,880.00	\$ 79,772	-1,892.32	\$ 80,925	\$ 3,045.00
01-5594-170-00000	Capital Lease Intere	11,500.00	\$ 8,142	3,358.09	\$ 8,290	\$ (3,210.00)
01-5204-171-00000	Chemical, Medical &	11,390.00	\$ 6,413	4,976.84	\$ 6,500	\$ (4,890.00)
01-5203-172-00000	Operating Supplies	100.00	\$ -	-100.00	\$ -	\$ (100.00)
01-5290-172-00000	Analysis-Lab Fees	100.00	\$ -	-100.00	\$ -	\$ (100.00)
01-5304-172-00000	Printing & Reproduct	150.00	\$ -	-150.00	\$ -	\$ (150.00)
01-5203-181-00000	Operating Supplies	900.00	\$ (12)	912.06	\$ -	\$ (900.00)
01-5204-181-00000	Chemical, Medical &	50.00	\$ -	50.00	\$ -	\$ (50.00)
01-5304-181-00000	Printing & Reproduct	500.00	0	500.00	\$ -	\$ (500.00)
01-5350-181-00000	Maintenance-Faciliti	1,000.00	0	1,000.00	\$ -	\$ (1,000.00)
01-5101-182-00000	Salaries & Wages	517,475.00	417,525.72	99,949.28	\$ 450,000	\$ (67,475.00)
01-5102-182-00000	Overtime	10,000.00	8,585.91	1,414.09	\$ 9,000	\$ (1,000.00)
01-5140-182-00000	Texas Municipal Reti	72,835.00	60,091.63	12,743.37	\$ 64,835	\$ (8,000.00)

01-5150-182-00000	Social Security	40,305.00	32,258.64	8,046.36	\$ 34,500	\$ (5,805.00)
01-5152-182-00000	Worker's Compensatio	22,035.00	20,093.14	1,941.86	\$ 20,095	\$ (1,940.00)
01-5160-182-00000	Health Insurance	93,325.00	76,274.04	17,050.96	\$ 79,740	\$ (13,585.00)
01-5174-182-00000	Auto Allowance	2,100.00	2,300.00	-200.00	\$ 2,400	\$ 300.00
01-5210-182-00000	Uniforms	6,150.00	5,613.79	536.21	\$ 5,615	\$ (535.00)
01-5220-182-00000	Minor Tools & Equipm	6,000.00	7,185.61	-1,185.61	\$ 7,185	\$ 1,185.00
01-5230-182-00000	Motor Fuel & Oil	15,500.00	16,209.26	-709.26	\$ 16,860	\$ 1,360.00
01-5240-182-00000	Botanical & Agricult	500.00	0	500.00	\$ -	\$ (500.00)
01-5305-182-00000	Licenses, Dues & Sub	520.00	545.94	-25.94	\$ 550	\$ 30.00
01-5306-182-ELECT	Utilities-Electric/W	102,000.00	96,308.25	5,691.75	\$ 103,200	\$ 1,200.00
01-5307-182-00000	Natural Gas	1,000.00	1,253.08	-253.08	\$ 1,255	\$ 255.00
01-5313-182-00000	Rent/Lease	3,600.00	0	3,600.00	\$ -	\$ (3,600.00)
01-5322-182-00000	Tuition & Education	1,825.00	1,645.00	180.00	\$ 1,645	\$ (180.00)
01-5323-182-00000	Meals & Lodging	800.00	525.83	274.17	\$ 600	\$ (200.00)
01-5330-182-00000	Travel	800.00	165.7	634.30	\$ 200	\$ (600.00)
01-5350-182-00000	Maintenance-Faciliti	2,500.00	1,255.08	1,244.92	\$ 1,500	\$ (1,000.00)
01-5351-182-00000	Maintenance-Improvem	15,000.00	8,011.79	6,988.21	\$ 12,000	\$ (3,000.00)
01-5353-182-00000	Maintenance-Streets	137,000.00	110,703.73	26,296.27	\$ 134,000	\$ (3,000.00)
01-5354-182-00000	Maintenance-Automoti	12,400.00	13,437.61	-1,037.61	\$ 14,500	\$ 2,100.00
01-5355-182-00000	Maintenance-Equipmen	20,000.00	8,723.73	11,276.27	\$ 10,000	\$ (10,000.00)
01-5362-182-00000	Professional Svcs-Ad	368,000.00	151,796.00	216,204.00	\$ 168,000	\$ (200,000.00)
01-5420-182-00000	Capital-Equipment	0.00	0.00	0.00	\$ 89,005	\$ 89,005.00
01-5593-182-00000	Capital Lease Princi	66,085.00	73,964.64	-7,879.64	\$ 79,365	\$ 13,280.00
01-5594-182-00000	Capital Lease Intere	12,125.00	15,414.02	-3,289.02	\$ 16,900	\$ 4,775.00
01-5002-184-CHRSQR	Festival Expense	25,000.00	27,637.04	-2,637.04	\$ 27,640	\$ 2,640.00
01-5002-184-HARVST	Festival Expense	35,000.00	43,578.85	-8,578.85	\$ 2,390	\$ (32,610.00)
01-5002-184-ROADEO	Festival Expense	0.00	1,340.47	-1,340.47	\$ 1,340	\$ 1,340.00
01-5002-184-RWBOOM	Festival Expense	75,000.00	68,590.60	6,409.40	\$ 68,590	\$ (6,410.00)
01-5206-184-00000	Supplies-Community Eve	3000	2107.84	892.16	\$ 2,110	\$ (890.00)
01-5101-185-00000	Salaries & Wages	385,245.00	349,578.79	35,666.2	\$ 375,245	\$ (10,000.00)
01-5102-185-00000	Overtime	15,000.00	16,708.41	-1,708.4	\$ 16,710	\$ 1,710.00
01-5140-185-00000	Texas Municipal Reti	54,865.00	51,268.40	3,596.6	\$ 54,365	\$ (500.00)
01-5150-185-00000	Social Security	30,480.00	27,998.98	2,481.0	\$ 29,980	\$ (500.00)
01-5152-185-00000	Worker's Compensatio	9,410.00	8,634.49	775.5	\$ 8,635	\$ (775.00)
01-5160-185-00000	Health Insurance	76,355.00	65,237.47	11,117.5	\$ 68,500	\$ (7,855.00)
01-5202-185-00000	Janitorial Supplies	6,000.00	9,767.70	-3,767.7	\$ 10,270	\$ 4,270.00
01-5203-185-00000	Operating Supplies	7,000.00	5,301.53	1,698.5	\$ 5,500	\$ (1,500.00)
01-5210-185-00000	Uniforms	7,490.00	6,937.02	553.0	\$ 7,090	\$ (400.00)
01-5220-185-00000	Minor Tools & Equipm	9,775.00	7,028.22	2,746.8	\$ 7,500	\$ (2,275.00)
01-5230-185-00000	Motor Fuel & Oil	18,500.00	17,948.90	551.1	\$ 19,165	\$ 665.00
01-5306-185-ELECT	Utilities-Electric/W	50,000.00	49,946.35	53.7	\$ 54,450	\$ 4,450.00
01-5322-185-00000	Tuition & Education	1,500.00	251.94	1,248.1	\$ 500	\$ (1,000.00)
01-5323-185-00000	Meals & Lodging	500.00	0	500.0	\$ -	\$ (500.00)
01-5330-185-00000	Travel	500.00	0	500.0	\$ -	\$ (500.00)
01-5350-185-00000	Maintenance-Faciliti	10,000.00	10,451.09	-451.1	\$ 10,500	\$ 500.00
01-5351-185-00000	Maintenance-Improvem	35,000.00	30,327.91	4,672.1	\$ 32,000	\$ (3,000.00)
01-5354-185-00000	Maintenance-Automoti	7,500.00	8,316.79	-816.8	\$ 8,500	\$ 1,000.00
01-5355-185-00000	Maintenance-Equipmen	12,500.00	10,088.47	2,411.5	\$ 11,000	\$ (1,500.00)
01-5362-185-00000	Professional Svcs-Ad	91,000.00	25,650.00	65,350.0	\$ 51,000	\$ (40,000.00)
01-5420-185-00000	Capital Equipment	60,000.00	59,220.00	780.0	\$ 59,220	\$ (780.00)
01-5460-185-00000	Capital Infrastructure	0.00	0.00	0.0	\$ 7,250	\$ 7,250.00
01-5593-185-00000	Capital Lease Princi	22,485.00	18,873.47	3,611.5	\$ 20,600	\$ (1,885.00)
01-5594-185-00000	Capital Lease Intere	6,785.00	5,562.81	1,222.2	\$ 6,100	\$ (685.00)

01-5203-186-00000	Operating Supplies	7,000.00	9,257.73	-2,257.73	\$ 9,300	\$ 2,300.00
01-5341-186-00000	Janitorial	34,170.00	16,312.22	17,857.78	\$ 20,170	\$ (14,000.00)
01-5350-186-00000	Maintenance-Faciliti	20,000.00	41,777.18	-21,777.2	\$ 42,000	\$ 22,000.00
01-5362-186-00000	Professional Svcs-Ad	700.00	0	700.0	\$ -	\$ (700.00)
01-5420-186-00000	Capital-Equipment	0	24800	-24,800.0	\$ 24,800	\$ 24,800.00
01-5101-189-00000	Salaries & Wages	37,765.00	14,439.82	23,325.2	\$ 16,385	\$ (21,380.00)
01-5102-189-00000	Overtime	1,500.00	0	1,500.0	\$ -	\$ (1,500.00)
01-5140-189-00000	Texas Municipal Reti	4,000.00	1,209.02	2,791.0	\$ 1,500	\$ (2,500.00)
01-5150-189-00000	Social Security	3,045.00	1,104.59	1,940.4	\$ 1,245	\$ (1,800.00)
01-5152-189-00000	Worker's Compensatio	105.00	266.99	-162.0	\$ 270	\$ 165.00
01-5160-189-00000	Health Insurance	5,090.00	2,857.23	2,232.8	\$ 3,090	\$ (2,000.00)
01-5176-189-00000	Phone Allowance	540.00	0	540.0	\$ -	\$ (540.00)
01-5203-189-00000	Operating Supplies	2,500.00	2,558.82	-58.82	\$ 2,560	\$ 60.00
01-5220-189-00000	Minor Tools & Equipm	4,995.00	0	4,995.00	\$ -	\$ (4,995.00)
01-5306-189-ELECT	Utilities-Electric/W	16,500.00	15,875.04	624.96	\$ 18,105	\$ 1,605.00
01-5307-189-00000	Natural Gas	4,500.00	8,914.87	-4,414.87	\$ 8,915	\$ 4,415.00
01-5331-189-00000	Credit Card Merchant	750.00	1,147.18	-397.18	\$ 1,450	\$ 700.00
01-5341-189-00000	Janitorial	12,090.00	19,039.21	-6,949.21	\$ 20,540	\$ 8,450.00
01-5350-189-00000	Maintenance-Faciliti	15,000.00	7,802.93	7,197.07	\$ 10,000	\$ (5,000.00)
01-5101-191-00000	Salaries & Wages	157,265.00	158,263.35	-998.4	\$ 168,605	\$ 11,340.00
01-5140-191-00000	Texas Municipal Reti	22,010.00	22,531.50	-521.5	\$ 24,025	\$ 2,015.00
01-5150-191-00000	Social Security	12,030.00	11,871.08	158.9	\$ 12,655	\$ 625.00
01-5152-191-00000	Worker's Compensatio	900.00	334.50	565.5	\$ 335	\$ (565.00)
01-5160-191-00000	Health Insurance	16,970.00	15,976.10	993.9	\$ 16,675	\$ (295.00)
01-5174-191-00000	Auto Allowance	0.00	2,100.00	-2,100.0	\$ 2,250	\$ 2,250.00
01-5176-191-00000	Phone Allowance	0.00	525.00	-525.0	\$ 565	\$ 565.00
01-5210-191-00000	Uniforms	1,000.00	300.36	699.6	\$ 400	\$ (600.00)
01-5230-191-00000	Motor Fuel & Oil	1,250.00	848.60	401.4	\$ 950	\$ (300.00)
01-5304-191-00000	Printing & Reproduct	2,000.00	1,625.76	374.2	\$ 1,825	\$ (175.00)
01-5305-191-00000	Licenses, Dues & Sub	1,000.00	437.50	562.5	\$ 500	\$ (500.00)
01-5322-191-00000	Tuition & Education	3,200.00	1,465.00	1,735.0	\$ 2,000	\$ (1,200.00)
01-5323-191-00000	Meals & Lodging	1,060.00	504.06	555.9	\$ 560	\$ (500.00)
01-5354-191-00000	Maintenance-Automoti	500.00	68.88	431.1	\$ 150	\$ (350.00)
01-5362-191-00000	Professional Svcs-Ad	6,000.00	0	6,000.0	\$ -	\$ (6,000.00)
01-5593-191-00000	Capital Lease Princi	4,505.00	0	4,505.0	\$ -	\$ (4,505.00)
01-5594-191-00000	Capital Lease Intere	890.00	0	890.0	\$ -	\$ (890.00)
01-5101-192-00000	Salaries & Wages	228,335.00	178,128.77	50,206.2	\$ 192,000	\$ (36,335.00)
01-5102-192-00000	Overtime	2,500.00	1,277.19	1,222.8	\$ 1,280	\$ (1,220.00)
01-5140-192-00000	Texas Municipal Reti	32,935.00	25,273.89	7,661.1	\$ 27,015	\$ (5,920.00)
01-5150-192-00000	Social Security	18,005.00	13,824.96	4,180.0	\$ 15,005	\$ (3,000.00)
01-5152-192-00000	Worker's Compensatio	620.00	778.71	-158.7	\$ 780	\$ 160.00
01-5160-192-00000	Health Insurance	25,455.00	20,611.54	4,843.5	\$ 22,455	\$ (3,000.00)
01-5174-192-00000	Auto Allowance	3,600.00	1,050.00	2,550.0	\$ 1,050	\$ (2,550.00)
01-5176-192-00000	Phone Allowance	900.00	262.50	637.5	\$ 265	\$ (635.00)
01-5203-192-00000	Operating Supplies	1,500.00	795.33	704.7	\$ 1,000	\$ (500.00)
01-5304-192-00000	Printing & Reproduct	1,100.00	289.49	810.5	\$ 500	\$ (600.00)
01-5305-192-00000	Licenses, Dues & Sub	1,250.00	992.97	257.0	\$ 1,000	\$ (250.00)
01-5308-192-00000	Liens Filed	1,000.00	1,255.57	-255.6	\$ 1,700	\$ 700.00
01-5322-192-00000	Tuition & Education	2,100.00	595.87	1,504.1	\$ 1,000	\$ (1,100.00)
01-5323-192-00000	Meals & Lodging	1,100.00	100.05	1,000.0	\$ 500	\$ (600.00)
01-5330-192-00000	Travel	600.00	612.35	-12.4	\$ 615	\$ 15.00
01-5361-192-00000	Professional Svcs-En	200,000.00	146,126.9	\$ 53,873	\$ 178,255.00	-21745
01-5362-192-00000	Professional Svcs-Ad	5,000.00	27,840.0	\$ (22,840)	\$ 27,840.00	22840

01-5363-192-00000	Professional Svcs-Te	35,000.00	0.0	\$ 35,000	\$ -	-35000
01-5362-193-00000	Professional Svcs-Ad	30,000.00	30,600.0	\$ (600)	\$ 32,000.00	2000
01-5101-194-00000	Salaries & Wages	39,375.00	43,777.4	\$ (4,402)	\$ 46,510.00	7135
01-5102-194-00000	Overtime	800.00	537.57	262.43	\$ 540	\$ (260.00)
01-5140-194-00000	Texas Municipal Reti	5,625.00	6,203.79	-578.79	\$ 6,590	\$ 965.00
01-5150-194-00000	Social Security	3,075.00	3,328.40	-253.40	\$ 3,540	\$ 465.00
01-5152-194-00000	Worker's Compensatio	230.00	2,414.29	-2,184.29	\$ 2,415	\$ 2,185.00
01-5160-194-00000	Health Insurance	8,485.00	8,047.24	437.76	\$ 8,400	\$ (85.00)
01-5203-194-00000	Operating Supplies	1,800.00	844.95	955.05	\$ 1,000	\$ (800.00)
01-5230-194-00000	Motor Fuel & Oil	3,500.00	770.73	2,729.27	\$ 1,000	\$ (2,500.00)
01-5304-194-00000	Printing & Reproduct	850.00	255.50	594.50	\$ 500	\$ (350.00)
01-5305-194-00000	Licenses, Dues & Sub	300.00	439.14	-139.14	\$ 440	\$ 140.00
01-5308-194-00000	Liens Filed	1,800.00	633.00	1,167.00	\$ 1,000	\$ (800.00)
01-5322-194-00000	Tuition & Education	1,200.00	595.00	605.00	\$ 595	\$ (605.00)
01-5330-194-00000	Travel	150.00	0	150.00	\$ -	\$ (150.00)
01-5354-194-00000	Maintenance-Automoti	2,000.00	1,062.71	937.29	\$ 1,400	\$ (600.00)
01-5593-194-00000	Capital Lease Princi	5,825.00	4,037.55	1,787.45	\$ 4,405	\$ (1,420.00)
01-5594-194-00000	Capital Lease Intere	990.00	790.57	199.43	\$ 865	\$ (125.00)
		12,023,665.00			12,399,035.00	

Utility Fund Revenues						
Account	Description	Current Yr	Current Yr	Balance	Current Yr	Budget
		Budget	Actual		Projected	Amendment
20-4001-000-00000	Water Sales	- 3,725,405.00	- 3,702,666.90	-22,738.10	- 4,025,000.00	-299,595.00
20-4009-000-00000	Water Tap Fees	- 50,500.00	- 41,225.00	-9,275.00	- 41,225.00	9,275.00
20-4013-000-00000	Sewer Sales	- 2,456,390.00	- 2,354,112.62	-102,277.38	- 2,570,570.00	-114,180.00
20-4014-000-00000	Water Surcharge	- 1,500.00	- 296.02	-1,203.98	- 300.00	1,200.00
20-4015-000-00000	Sewer Tap Fees	- 45,000.00	- 28,099.00	-16,901.00	- 28,100.00	16,900.00
20-4107-000-00000	Penalties & Late Fee	- 90,000.00	- 102,795.00	12,795.00	- 102,795.00	-12,795.00
20-4108-000-00000	Service Disconnectio	- 38,000.00	- 27,510.00	-10,490.00	- 30,000.00	8,000.00
20-4111-000-00000	Connection Fees	- 15,000.00	- 14,040.00	-960.00	- 14,040.00	960.00
20-4113-000-00000	Water-Outside City A	- 47,000.00	- 45,547.38	-1,452.62	- 49,745.00	-2,745.00
20-4424-000-00000	Returned Check Fees	- 1,100.00	- 1,565.00	465.00	- 1,565.00	-465.00
20-4426-000-00000	Water Tower Lease Fe	- 26,000.00	- 24,050.15	-1,949.85	- 26,215.00	-215.00
20-4430-000-00000	Credit Card Convenie	- 52,000.00	- 61,509.07	9,509.07	- 61,510.00	-9,510.00
20-4604-000-00000	Interest Income	- 42,000.00	- 51,548.45	9,548.45	- 58,000.00	-16,000.00
20-4606-000-00000	Miscellaneous Revenu	- 7,000.00	- 45,756.14	38,756.14	- 45,755.00	-38,755.00
20-4614-000-00000	Write-off Recovery	- 1,000.00	0	-1,000.00	0.00	1,000.00
20-4633-000-00000	Other Fin. Source-Ca	0	- 121,136.70	121,136.70	- 121,135.00	-121,135.00
		<b>- 6,597,895.00</b>	<b>- 6,621,857.43</b>	<b>23,962.43</b>	<b>- 7,175,955.00</b>	<b>- 578,060.00</b>
Storm Drainage Fund Revenues						
Account	Description	Current Yr	Current Yr	Balance	Current Yr	Budget
		Budget	Actual		Projected	Amendment
25-4011-000-00000	Drainage Service Fee	- 418,500.00	- 450,159.00	31,659.00	- 491,845.00	-73,345.00
25-4605-000-00000	Transfer In	- 204,610.00	- 204,611.26	1.26	- 204,610.00	0
25-4606-000-00000	Miscellaneous Revenu	- 623,110.00	- 654,770.26	31,660.26	- 696,455.00	- 73,345.00

Utility Fund Expenses						
		Current Yr	Current Yr		Current Yr	Budget
Account	Description	Budget	Actual	Balance	Projected	Amendment
20-5101-110-00000	Salaries & Wages	349,170.00	309,086.31	40,083.69	330,000.00	- 19,170.00
20-5102-110-00000	Overtime	625.00	2,113.29	- 1,488.29	2,200.00	1,575.00
20-5140-110-00000	Texas Municipal Reti	57,320.00	52,956.25	4,363.75	56,185.00	- 1,135.00
20-5150-110-00000	Social Security	27,770.00	24,072.06	3,697.94	25,600.00	- 2,170.00
20-5152-110-00000	Worker's Compensatio	945.00	778.71	166.29	780.00	- 165.00
20-5160-110-00000	Health Insurance	29,695.00	21,496.25	8,198.75	22,370.00	- 7,325.00
20-5174-110-00000	Auto Allowance	10,500.00	10,350.00	150.00	10,800.00	300.00
20-5203-110-00000	Operating Supplies	4,000.00	1,605.49	2,394.51	2,000.00	- 2,000.00
20-5220-110-00000	Minor Tools & Equipm	3,000.00	0	3,000.00	1,000.00	- 2,000.00
20-5305-110-00000	Licenses, Dues & Sub	500.00	278.80	221.20	300.00	- 200.00
20-5306-110-ELECT	Utilities-Electric/W	15,500.00	20,804.82	- 5,304.82	23,000.00	7,500.00
20-5309-110-00000	Insurance & Bonds	52,420.00	52,415.73	4.27	52,415.00	- 5.00
20-5313-110-00000	Rent/Lease	15,600.00	14,342.77	1,257.23	15915	315.00
20-5322-110-00000	Tuition & Education	1,400.00	55.32	1,344.68	400.00	- 1,000.00
20-5330-110-00000	Travel	900.00	0	900.00	0.00	- 900.00
20-5341-110-00000	Janitorial	5,005.00	5,106.02	- 101.02	5,110.00	105.00
20-5361-110-00000	Professional Svcs-En	30,000.00	45,000.00	- 15,000.00	45,000.00	15,000.00
20-5362-110-00000	Professional Svcs-Ad	18,000.00	53,000.00	- 35,000.00	53000	35,000.00
20-5560-110-00000	Transfer Out	105,000.00	110,000.00	- 5,000.00	536000	431,000.00
20-5561-110-00000	City Manager's Conti	30,000.00	16,580.24	13,419.76	50,000.00	20,000.00
20-5591-110-00000	Budgetary Reserve	55,000.00	0	55,000.00	0	- 55,000.00
20-5203-155-00000	Operating Supplies	2,300.00	0	2,300.00	0	- 2,300.00
20-5220-155-00000	Minor Tools & Equipm	5,035.00	692.67	4,342.33	2,000.00	- 3,035.00
20-5305-155-00000	Licenses, Dues & Sub	71,065.00	78,856.99	- 7,791.99	80000	8,935.00
20-5311-155-00000	Lease Equipment	6,300.00	8,438.83	- 2,138.83	8,500.00	2,200.00
20-5355-155-00000	Maintenance-Equipmen	30,000.00	32,989.14	- 2,989.14	34865	4,865.00
20-5420-155-00000	Capital Equipment	13,000.00	0	13,000.00	0.00	- 13,000.00
20-5102-171-00000	Overtime	5,500.00	7,027.83	- 1,527.83	7,225.00	1,725.00
20-5152-171-00000	Worker's Compensatio	3,345.00	3,654.96	- 309.96	3,655.00	310.00
20-5204-171-00000	Chemical, Medical &	46,230.00	46,499.76	- 269.76	46,500.00	270.00
20-5209-171-00000	Lab Supplies	4,000.00	1,667.09	2,332.91	3,000.00	- 1,000.00
20-5230-171-00000	Motor Fuel & Oil	3,500.00	1,066.12	2,433.88	2,500.00	- 1,000.00
20-5290-171-00000	Analysis-Lab Fees	25,000.00	26,031.00	- 1,031.00	26,050.00	1,050.00
20-5306-171-ELECT	Utilities-Electric/W	52,000.00	59,072.04	- 7,072.04	64375	12,375.00
20-5322-171-00000	Tuition & Education	1,200.00	125	1,075.00	600.00	- 600.00
20-5355-171-00000	Maintenance-Equipmen	1,750.00	3,125.24	- 1,375.24	3,200.00	1,450.00
20-5362-171-00000	Professional Svcs-Ad	60,000.00	28,760.00	31,240.00	40,000.00	- 20,000.00
20-5363-171-00000	Professional Svcs-Te	10,100.00	10,206.39	- 106.39	10,210.00	110.00
20-5420-171-00000	Capital Equipment	35,000.00	33,744.00	1,256.00	33,745.00	- 1,255.00
20-5101-201-00000	Salaries & Wages	479,715.00	390,436.39	89,278.61	411,810.00	- 67,905.00
20-5102-201-00000	Overtime	40,000.00	56,884.20	- 16,884.20	59,485.00	19,485.00
20-5104-201-00000	On-Call Pay	6,500.00	5,000.00	1,500.00	5,300.00	- 1,200.00
20-5140-201-00000	Texas Municipal Reti	72,875.00	63,713.87	9,161.13	67340	- 5,535.00
20-5150-201-00000	Social Security	39,835.00	34,059.67	5,775.33	35995	- 3,840.00
20-5152-201-00000	Worker's Compensatio	15,320.00	22,184.40	- 6,864.40	22,185.00	6,865.00
20-5160-201-00000	Health Insurance	93,325.00	73,117.71	20,207.29	75895	- 17,430.00
20-5203-201-00000	Operating Supplies	8,000.00	6,515.35	1,484.65	7,000.00	- 1,000.00
20-5210-201-00000	Uniforms	4,990.00	5,359.48	- 369.48	5360	370.00
20-5230-201-00000	Motor Fuel & Oil	37,000.00	28,381.75	8,618.25	30000	- 7,000.00
20-5305-201-00000	Licenses, Dues & Sub	595.00	713.50	- 118.50	715.00	120.00
20-5312-201-00000	Water Purchases-NTMW	1,813,670.00	1,727,865.40	85,804.60	1879005	65,335.00
20-5314-201-WATSW	Franchise Fee-WSWR/S	123,800.00	0	123,800.00	197865	74,065.00
20-5322-201-00000	Tuition & Education	4,800.00	1,585.00	3,215.00	2,000.00	- 2,800.00

20-5330-201-00000	Travel	555.00	0	555.00	0.00	- 555.00
20-5350-201-00000	Maintenance-Faciliti	24,000.00	11,454.89	12,545.11	20,000.00	- 4,000.00
20-5351-201-00000	Maintenance-Improvem	90,000.00	98,714.26	- 8,714.26	98,715.00	8,715.00
20-5353-201-00000	Maintenance-Streets	30,000.00	38,948.10	- 8,948.10	38950	8,950.00
20-5354-201-00000	Maintenance-Automoti	20,140.00	31,830.26	- 11,690.26	33000	12,860.00
20-5355-201-00000	Maintenance-Equipmen	10,500.00	10,993.38	- 493.38	11,500.00	1,000.00
20-5363-201-00000	Professional Svcs-Te	8,300.00	12,530.70	- 4,230.70	12535	4,235.00
20-5410-201-00000	Capital-Automobiles/	0	121,136.70	- 121,136.70	121135	121,135.00
20-5460-201-00000	Capital - Infrastruc	57,000.00	0	57,000.00	0	- 57,000.00
20-5593-201-00000	Capital Lease Princi	47,350.00	50,932.65	- 3,582.65	56025	8,675.00
20-5594-201-00000	Capital Lease Intere	7,520.00	11,855.95	- 4,335.95	13155	5,635.00
20-5102-202-00000	Overtime	2,500.00	248.90	2,251.10	500.00	- 2,000.00
20-5104-202-00000	On-Call Pay	650.00	0	650.00	0	- 650.00
20-5152-202-00000	Worker's Compensatio	1,565.00	2,218.44	-653.44	2,220.00	655.00
20-5203-202-00000	Operating Supplies	50,000.00	28,291.44	21,708.56	40,000.00	- 10,000.00
20-5210-202-00000	Uniforms	1,300.00	641.37	658.63	1,000.00	- 300.00
20-5203-212-00000	Operating Supplies	5,000.00	1,114.68	3,885.32	2,500.00	- 2,500.00
20-5220-212-00000	Minor Tools & Equipm	5,000.00	1,351.39	3,648.61	2,500.00	- 2,500.00
20-5306-212-ELECT	Utilities-Electric/W	23,000.00	27,057.40	-4,057.40	28500	5,500.00
20-5311-212-00000	Lease Equipment	800.00	0	800.00	0.00	- 800.00
20-5351-212-00000	Maintenance-Improvem	40,000.00	31,348.12	8,651.88	36500	- 3,500.00
20-5353-212-00000	Maintenance-Streets	12,000.00	12,246.28	-246.28	12300	300.00
20-5355-212-00000	Maintenance-Equipmen	6,800.00	7,529.09	-729.09	7,530.00	730.00
20-5420-212-00000	Capital Equipment	75,000.00	0	75,000.00	0.00	- 75,000.00
20-5460-212-00000	Capital - Infrastruc	30,000.00	26128	3,872.00	2,615.00	- 27,385.00
20-5102-220-00000	Overtime	2,500.00	1,279.84	1,220.16	2,000.00	- 500.00
20-5103-220-00000	Certification Pay	2,075.00	1,625.00	450.00	1750	- 325.00
20-5152-220-00000	Worker's Compensatio	645.00	889.96	-244.96	890.00	245.00
20-5160-220-00000	Health Insurance	33,940.00	27,070.20	6,869.80	28150	- 5,790.00
20-5302-220-00000	Postage & Delivery	15,000.00	16,805.61	-1,805.61	18340	3,340.00
20-5304-220-00000	Printing & Reproduct	7,500.00	5,374.77	2,125.23	6000	- 1,500.00
20-5305-220-00000	Licenses, Dues & Sub	650.00	936.22	-286.22	950.00	300.00
20-5330-220-00000	Travel	2,600.00	1,278.95	1,321.05	2,000.00	- 600.00
20-5331-220-00000	Credit Card Merchant	25,600.00	29,260.88	-3,660.88	31825	6,225.00
20-5363-220-00000	Professional Svcs-Te	45,000.00	41,130.00	3,870.00	42,500.00	- 2,500.00
20-5603-230-00000	Bond Interest	314,370.00	315,194.44	-824.44	315,195.00	825.00
20-5604-230-00000	Bond Paying Agent Fe	3,515.00	2,445.50	1,069.50	2,450.00	- 1,065.00
20-5613-230-00000	Cont.Oblig.-GTUA/TWD	18,690.00	18,692.04	-2.04	18,695.00	5.00
		<u>6,714,740.00</u>			<u>7,175,955.00</u>	
<b>Storm Drainage Fund Expenses</b>						
		<b>Current Yr</b>	<b>Current Yr</b>		<b>Current Yr</b>	<b>Budget</b>
<b>Account</b>	<b>Description</b>	<b>Budget</b>	<b>Actual</b>	<b>Balance</b>	<b>Projected</b>	<b>Amendment</b>
25-5314-171-STDRN	Franchise Fee-WSWR/S	12,555.00	14755	-2,200.00	14755	2,200.00
25-5560-171-00000	Transfer Out	0	0	0.00	180520	180,520.00
25-5561-171-00000	City Manager's Conti	30,000.00	0	30,000.00	75875	45,875.00
25-5591-171-00000	Budgetary Reserve	50,520.00	0	50,520.00	0	- 50,520.00
25-5603-230-00000	Bond Interest	215,830.00	111,096.87	104,733.13	111,100.00	- 104,730.00
		<u>623,110.00</u>			<u>696,455.00</u>	

<b>Special Revenue Funds</b>						
		<b>Current Yr</b>	<b>Current Yr</b>		<b>Current Yr</b>	<b>Budget</b>
<b>Account</b>	<b>Description</b>	<b>Budget</b>	<b>Actual</b>	<b>Balance</b>	<b>Projected</b>	<b>Amendment</b>
02-4605-000-00000	Transfer In	- 1,097,820.00	- 314,475.00	-783,345.0	- 1,314,475.00	<b>-216,655.00</b>
02-4633-000-00000	Other Fin. Source-Ca	0	- 222,319.96	222,320.0	222,320.00	<b>222,320.00</b>
02-5560-000-00000	Transfer Out	204,610.00	426,931.22	-222,321.2	426,930.00	<b>222,320.00</b>
03-4010-000-00000	Hotel/Motel Tax	- 58,000.00	- 53,852.60	-4,147.4	- 55,500.00	<b>2,500.00</b>
03-5002-000-00000	Festival Expense	23,055.00	41190	-18,135.0	41,190.00	<b>18,135.00</b>
03-5101-000-00000	Salaries & Wages	25,175.00	9,039.32	16,135.7	10100	<b>-15,075.00</b>
03-5102-000-00000	Overtime	1,000.00	0	1,000.0	0.00	<b>-1,000.00</b>
03-5140-000-00000	Texas Municipal Reti	2,665.00	723.44	1,941.6	875.00	<b>-1,790.00</b>
03-5150-000-00000	Social Security	2,030.00	691.57	1,338.4	775.00	<b>-1,255.00</b>
03-5152-000-00000	Worker's Compensatio	70.00	177.99	-108.0	180.00	<b>110.00</b>
03-5160-000-00000	Health Insurance	3,395.00	1,085.75	2,309.3	1230	<b>-2,165.00</b>
03-5176-000-00000	Phone Allowance	360.00	0	360.0	0.00	<b>-360.00</b>
03-5331-000-00000	Credit Card Merchant	250.00	863.73	-613.7	1150	<b>900.00</b>
04-4240-000-00000	Judgments or Forfeit	- 6,500.00	- 2,088.83	-4,411.2	- 2,090.00	<b>4,410.00</b>
04-4245-000-00000	Sale of Forfeited It	- 7,000.00	0	-7,000.0	-1150	<b>5,850.00</b>
04-5220-000-00000	Minor Tools & Equipm	0	1864.03	-1,864.0	1865	<b>1,865.00</b>
04-5322-000-00000	Tuition & Education	500.00	0	500.0	575	<b>75.00</b>
04-5362-000-00000	Professional Svcs-Ad	2,300.00	400	1,900.0	400.00	<b>-1,900.00</b>
04-5370-000-00000	Investigative Expens	0	400.00	-400.0	400.00	<b>400.00</b>
05-4605-000-00000	Transfer In	- 450,000.00	-427101.86	-22,898.1	- 427,100.00	<b>22,900.00</b>
05-4612-000-00000	Intergovernmental Re	- 150,000.00	-153046.86	3,046.9	- 153,045.00	<b>-3,045.00</b>
05-5362-000-TIRZ0	Professional Svcs-Ad	0	2,593.70	-2,593.7	2,595.00	<b>2,595.00</b>
05-5362-000-TIRZ0	Professional Svcs-Ad	0	37,500.00	-37,500.0	37500.00	<b>37,500.00</b>
05-5366-000-TIRZ0	TIRZ/PID-SAP Reimbur	600,000.00	0	600,000.0	580,145.00	<b>-19,855.00</b>
06-4604-000-00000	Interest Income	0	- 101.88	101.9	- 100.00	<b>-100.00</b>
06-4661-000-PID002	PID Assessment - Cur	0	- 87,825.81	87,825.8	-87825	<b>-87,825.00</b>
06-5362-000-PID002	Professional Svcs-Ad	0	4,356.25	-4,356.3	4,355.00	<b>4,355.00</b>
06-5362-000-PID003	Professional Svcs-Ad	0	4,207.50	-4,207.5	4,210.00	<b>4,210.00</b>
06-5366-000-PID002	TIRZ/PID-SAP Reimb	0	90,564.11	-90,564.1	90565	<b>90,565.00</b>
06-5609-000-PID00	PID1 TIRZ1-1A CRXFR	0	212,312.59	-212,312.6	212,315.00	<b>212,315.00</b>
07-4315-000-00000	Court Technology Fee	- 3,000.00	- 4,327.61	-1,327.61	- 4,350.00	<b>-1,350.00</b>
07-4604-000-00000	Interest Income	- 40.00	0	0	0	<b>40.00</b>
08-4316-000-00000	Court Bldg Security	- 3,000.00	- 5,242.23	-2,242.23	- 5,245.00	<b>-2,245.00</b>
08-5560-000-00000	Transfer Out	3,000.00	3000	0.00	3,000.00	<b>0.00</b>
09-4012-000-00000	Grant Revenue	- 302,670.00	- 3,000.00	299,670.00	- 3,000.00	<b>299,670.00</b>
09-4012-000-CDBGWT	Grant Revenue	0	- 61,500.00	-61,500.00	- 61,500.00	<b>-61,500.00</b>
09-4012-000-LEOSE1	Grant Revenue	0	- 3,349.61	-3,349.61	- 33,450.00	<b>-33,450.00</b>
09-4012-000-OPIOID	Grant Revenue	0	- 8,225.28	-8,225.28	- 8,225.00	<b>-8,225.00</b>
09-4012-000-TAMCFG	Grant Revenue	0	- 5,670.00	-5,670.00	- 5,670.00	<b>-5,670.00</b>
09-4012-000-TPWCLP	Grant Revenue	0	- 731,250.00	-731,250.00	- 731,250.00	<b>-731,250.00</b>
09-4604-000-00000	Interest Income	- 200.00	- 0.03	199.97	0.00	<b>200.00</b>
09-5322-000-LEOSE1	Tuition & Education	1,670.00	790.00	-880.00	790.00	<b>-880.00</b>

09-5362-000-FEMALG	Professional Svcs-Ad	0	6,889.53	6,889.53	6,890.00	<b>6,890.00</b>
09-5362-000-TAMCFG	Professional Svcs-Ad	0	5,670.00	5,670.00	5,670.00	<b>5,670.00</b>
09-5370-000-00000	Investigative Expens	1,000.00	0	-1,000.00	0.00	<b>-1,000.00</b>
09-5419-000-00000	Improvements-Other	300,000.00	0	-300,000.00	0.00	<b>-300,000.00</b>
09-5560-000-00000	Transfer Out	0	792,750.00	792,750.00	792,750.00	<b>792,750.00</b>
10-4604-000-00000	Interest Income	- 450.00	- 3,138.32	-2,688.32	- 3,140.00	<b>-2,690.00</b>
10-4605-000-00000	Transfer In	- 20,000.00	-24000	-4,000.00	- 24,000.00	<b>-4,000.00</b>
10-5420-000-00000	Capital Equipment	0	21015.08	21,015.08	21,015.00	<b>21,015.00</b>
10-5560-000-00000	Transfer Out	0	272930	272,930.00	272,930.00	<b>272,930.00</b>
11-4604-000-00000	Interest Income	0	- 46,608.32	-46,608.32	46610	<b>46,610.00</b>
11-4605-000-00000	Transfer In	0	- 828,045.00	-828,045.00	- 828,045.00	<b>-828,045.00</b>
11-5362-000-HBTPH1	Professional Svcs-Ad	0	23,000.00	23,000.00	23000	<b>23,000.00</b>
11-5402-000-P00001	Capital - Paving	812,500.00	88,748.49	-723,751.51	88,750.00	<b>-723,750.00</b>
11-5402-000-P00005	Capital - Paving	881,000.00	333,406.31	-547,593.69	333,405.00	<b>-547,595.00</b>
11-5419-000-CLPIMP	Improvements-Other	700,000.00	2,157,509.96	1,457,509.96	2,157,510.00	<b>1,457,510.00</b>
11-5419-000-HBTPH1	Improvements-Other	500,000.00	0	-500,000.00	0.00	<b>-500,000.00</b>
11-5419-000-KFPPRK	Improvements-Other	500,000.00	0	-500,000.00	0.00	<b>-500,000.00</b>
12-4003-000-000000	Street Impact Fees	- 793,400.00	- 159,422.36	633,977.64	- 159,425.00	<b>633,975.00</b>
12-4006-000-RSIFFF	Street Impact Fees	0.00	- 5,705.16	-5,705.16	- 5,705.00	<b>-5,705.00</b>
12-4006-000-RSIFGT	Street Impact Fees	- 81,600.00	- 34,230.96	47,369.04	- 34,230.00	<b>47,370.00</b>
12-4604-000-000000	Interest Income	- 400.00	- 6,888.85	-6,488.85	- 6,900.00	<b>-6,500.00</b>
12-5016-000-RSIFFF	RMB Impact Fees	100,000.00	0	-100,000.00	0.00	<b>-100,000.00</b>
12-5016-000-RSIFGT	RMB Impact Fees	81,600.00	0	-81,600.00	0.00	<b>-81,600.00</b>
14-4105-000-000000	General Sales & Use	- 640,000.00	- 660,572.77	- 660,575.00	- 660,570.00	<b>-20,570.00</b>
14-4604-000-000000	Interest Income	0	- 103,446.58	-103450	-103445	<b>-103,445.00</b>
14-5353-000-000000	Maintenance-Streets	325,525.00	646,603.00	646,605.00	646,605.00	<b>321,080.00</b>
21-4604-000-000000	Interest Income	- 1,000.00	- 75,792.56	-74,792.56	- 75,795.00	<b>-74,795.00</b>
21-4605-000-000000	Transfer In	0	- 597,500.00	-597,500.00	- 597,500.00	<b>-597,500.00</b>
21-4630-000-000000	Other Fin Sources-Bonds Is	0	- 5,000,000.00	-5,000,000.00	- 5,000,000.00	<b>-5,000,000.00</b>
21-4632-000-000000	Other Fin Sources-Bond Pr	0	- 76,667.10	-76,667.10	- 76,670.00	<b>-76,670.00</b>
21-5346-000-SBWTRL	Maintenance-Emergenc	0	189,750.77	189,750.77	187,750.00	<b>187,750.00</b>
21-5346-000-WAELMO	Maintenance-Emergenc	0	73,500.00	73,500.00	73,500.00	<b>73,500.00</b>
21-5403-000-ADAMS	Capital - Sewer	0	97,270.00	97,270.00	97,270.00	<b>97,270.00</b>
21-5403-000-P00001	Capital - Sewer	268,000.00	492,098.53	224,098.53	492,100.00	<b>224,100.00</b>
21-5403-000-P00005	Capital - Sewer	292,500.00	167,447.68	-125,052.32	167,450.00	<b>-125,050.00</b>
21-5404-000-P00001	Capital - Water	268,000.00	123,167.14	-144,832.86	123,170.00	<b>-144,830.00</b>
21-5404-000-P00005	Capital - Water	292,500.00	142,349.12	-150,150.88	142,350.00	<b>-150,150.00</b>
21-5484-000-NEUUTL	Kaufman NE Utilities	0	97,395.67	97,395.67	97,400.00	<b>97,400.00</b>
21-5486-000-000000	AMI PROJECT	0	34,869.00	34,869.00	34,870.00	<b>34,870.00</b>
21-5604-000-000000	Bond Paying Agent Fees	0	750.00	750.00	750.00	<b>750.00</b>
21-5650-000-000000	Bond Issuance Costs	0	68,350.00	68,350.00	68,350.00	<b>68,350.00</b>
22-4004-000-000000	Water Impact Fees	- 139,000.00	- 88,683.48	- 88,685.00	- 55,352.00	<b>83,648.00</b>
22-4008-000-RWIFGT	Water Impact Fees	- 79,200.00	- 23,682.36	- 23,685.00	- 23,685.00	<b>55,515.00</b>
22-5016-000-RWIFFF	RMB Impact Fees	168,000.00	0	0	0.00	<b>-168,000.00</b>
26-5401-000-P00001	Capital - Drainage	276,500.00	1,000.00	-275,500.00	1000	<b>-275,500.00</b>

26-5401-000-P00005	Capital - Drainage	366,500.00	0	-366,500.00	0	<b>-366,500.00</b>
26-5401-000-PHILDR	Capital - Drainage	750,000.00	0	-750,000.00	0	<b>-750,000.00</b>

FY 2025 Year End KEDC Budget		Notes
<b>INCOME</b>		
Sales Tax	\$ 660,330.00	\$20,330 Increase
Interest	\$ 50,000.00	\$10,000 Increase
Loan Payments	\$ 10,000.00	
Land Sales	\$ -	
Fund Balance	\$ -	
<b>TOTAL INCOME</b>	<b>\$ 720,330.00</b>	<b>\$30,330 Increase</b>
<b>EXPENSES</b>		
<b>SALARY &amp; BENEFITS (32-5101-000)</b>		
Salary & Benefits	\$ 153,235.00	
<b>Item Total - Salary &amp; Benefits</b>	<b>\$ 153,235.00</b>	<b>\$ -</b>
<b>RETENTION PAYMENT (32-5177-000)</b>		
EDC Board Discretionary Retention Payment	\$ 6,110.00	
<b>Item Total - Retention Payment</b>	<b>\$ 6,110.00</b>	<b>\$15 Increase</b>
<b>MEETINGS (32-5213-000)</b>		
Meetings	\$ 5,000.00	
Governor's Small Business Summit	\$ 3,500.00	
DBJ Best Real Estate Deals	\$ -	
Industry Trade Shows/Broker Events/BRE	\$ 6,500.00	
ICSC Dallas (*Increase)	\$ 2,000.00	
<b>Item Total - Meetings</b>	<b>\$ 17,000.00</b>	<b>\$ -</b>
<b>PROFESSIONAL SERVICES (32-5362-000)</b>		
Chamber BRE Contract	\$ 7,200.00	
City Administrative Services Contract	\$ 40,257.43	
Legal Fees	\$ 10,000.00	
Photography	\$ 2,500.00	
Professional & Technical Consulting	\$ 75,642.57	
Graphic Design	\$ 1,000.00	
<b>Item Total - Professional Services</b>	<b>\$ 136,600.00</b>	<b>\$52,142.57 Increase</b>
<b>PROFESSIONAL/TECHNICAL &amp; AUDITING (32-5363-000)</b>		
Website	\$ 3,000.00	
Audit	\$ 9,275.00	
<b>Item Total - Professional/Technical &amp; Auditing</b>	<b>\$ 12,275.00</b>	<b>\$1,575 Increase</b>
<b>PROMOTIONAL MATERIALS (32-5214-000)</b>		
Miscellaneous Promotional Items	\$ 1,400.00	
Aerial Map Service Subscription	\$ -	
Printed Maps (*biennial expense)	\$ -	
Business Retention Monthly Recognition	\$ 700.00	
<b>Item Total - Promotional Materials</b>	<b>\$ 2,100.00</b>	<b>\$2,700 Decrease</b>
<b>MISCELLANEOUS/OFFICE SUPPLIES (32-5203-000)</b>		
Office Furniture	\$ -	
Wall Map (*biennial expense)	\$ -	
Misc. Office Supplies	\$ -	

Logoed Shirts	\$	-	
<b>Item Total - Miscellaneous/Office Supplies</b>	<b>\$</b>	<b>-</b>	<b>\$2,000 Decrease</b>
<b>POSTAGE (32-5302-000)</b>			
Postage	\$	250.00	
<b>Item Total - Postage</b>	<b>\$</b>	<b>250.00</b>	<b>\$250 Decrease</b>
<b>ADVERTISING (32-5303-000)</b>			
Publication/Digital Advertising	\$	5,790.00	
Chamber Banquet Sponsorship	\$	800.00	
Chamber Golf Tournament Sponsorship	\$	300.00	
Chamber Auction Sponsor	\$	360.00	
Economic Summit	\$	2,000.00	
KISD Education Foundation Gala Table Sponsorship	\$	1,250.00	
Johnny Countryman Memorial Scholarship	\$	1,000.00	
Kaufman Herald Ads	\$	500.00	
<b>Item Total - Advertising</b>	<b>\$</b>	<b>12,000.00</b>	<b>\$4,210 Decrease</b>
<b>DUES &amp; SUBSCRIPTIONS (32-5305-000)</b>			
TEDC Membership	\$	1,100.00	
Chamber Membership	\$	450.00	
KCLC Dues	\$	350.00	
ICSC Membership (up to 3 memberships)	\$	375.00	
IEDC Membership	\$	455.00	
Dallas Morning News	\$	400.00	
Dallas Business Journal	\$	210.00	
Kaufman Herald	\$	35.00	
North Texas Commercial Association of Realtors (NTCAR)	\$	-	
Texas Downtown Association	\$	-	
Downtown Merchants Association	\$	-	
Kaufman Lion's Club	\$	400.00	
Team Texas	\$	1,500.00	
<b>Item Total - Dues &amp; Subscriptions</b>	<b>\$</b>	<b>5,275.00</b>	<b>\$2,350 Decrease</b>
<b>UTILITIES (32-5306-000)</b>			
Business Park Utilities	\$	600.00	
<b>Item Total - Utilities</b>	<b>\$</b>	<b>600.00</b>	<b>\$50 Increase</b>
<b>NON-CAPITAL MINOR TOOLS/SOFTWARE (32-5220-000)</b>			
Computer	\$	1,500.00	
Avenu Subscription	\$	2,750.00	
ESRI Business Analyst	\$	-	
CRM System	\$	-	
Resimplifi Website Real Estate Tool	\$	3,150.00	
Retail Lease Trac	\$	900.00	
PDF Suite	\$	-	
<b>Item Total - Non-Capital Minor Tools/Software</b>	<b>\$</b>	<b>8,300.00</b>	<b>\$250 Decrease</b>
<b>INSURANCE (32-5309-000)</b>			
Insurance	\$	600.00	

<b>Item Total - Insurance</b>	<b>\$</b>	<b>600.00</b>	<b>\$</b>	<b>-</b>
<b>TUITION &amp; EDUCATION (32-5322-000)</b>				
TEDC Sales Tax Training	\$	-		
ICSC Registration	\$	625.00		
TEDC Annual Conference	\$	625.00		
TEDC Legislative Conference	\$	450.00		
TEDC Mid-Year Conference	\$	1,000.00		
TEDC Board Retreat	\$	-		
TEDC Basic Economic Development Course	\$	-		
IEDC CEcD Continuing Education	\$	-		
Webinars	\$	275.00		
Kaufman County Day at the Capitol (3 people)	\$	350.00		
<b>Item Total - Tuition &amp; Education</b>	<b>\$</b>	<b>3,325.00</b>		<b>\$3,000 Decrease</b>
<b>TRAVEL (32-5330-000)</b>				
TEDC Annual Conference (Addison)	\$	240.00		
TEDC Sales Tax Training	\$	-		
ICSC - Dallas	\$	40.00		
TEDC Legislative Conference (Austin)	\$	750.00		
TEDC Mid-Year Conference (Rockwall)	\$	-		
TEDC Board Retreat Hotel & Parking (Sherman)	\$	300.00		
TEDC Basic Economic Development Course	\$	-		
Kaufman County Day at the Capitol (3 people)	\$	1,600.00		
Industry Trade Shows/Broker Events/BRE	\$	3,000.00		
Long Range Mileage/Transportation	\$	1,820.00		
Meals	\$	250.00		
<b>Item Total - Travel</b>	<b>\$</b>	<b>8,000.00</b>		<b>\$3,350 Decrease</b>
<b>HIGHWAY 34 BYPASS FUNDING (32-5507-000)</b>				
Highway 34 Bypass Annual Commitment	\$	100,000.00		
<b>Item Total - Highway 34 Bypass Funding</b>	<b>\$</b>	<b>100,000.00</b>		<b>\$</b>
<b>MAINTENANCE (32-5352-000)</b>				
Business Park Mowing	\$	7,000.00		
<b>Item Total - Maintenance</b>	<b>\$</b>	<b>7,000.00</b>		<b>\$1,000 Decrease</b>
<b>MATCHING GRANTS (32-5500-000)</b>				
Matching Grants (Façade + Destination)	\$	57,650.00		
<b>Item Total - Matching Grants</b>	<b>\$</b>	<b>57,650.00</b>		<b>\$42,350 Decrease</b>
<b>INCENTIVES/INTERGOVERNMENTAL (32-5501-000)</b>				
	\$	-		
<b>Item Total - Incentives/Intergovernmental</b>				
<b>PRINCIPAL &amp; INTEREST (AWAITING GL #)</b>				
KEDC 175 Land Debt Service Payment	\$	182,000.00		
<b>Item Total - Principal &amp; Interest</b>	<b>\$</b>	<b>182,000.00</b>		<b>\$</b>
<b>TOTAL EXPENSES</b>				
	<b>\$</b>	<b>712,320.00</b>		



Meeting  
Date: 9/22/2025

Date: 08/21/2025

Item #: 26.

Dept.: Administration

**Ordinance**

**SUBJECT:**

Consider and take appropriate action on Ordinance O-33-25, an Ordinance of the City Council of the City of Kaufman, Texas, amending Article A1.000, "Miscellaneous Fees"; amending Section A4.001, "Zoning/development fees", of Article A4.000, "Building and Development Fees"; 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.

**BACKGROUND:**

This item seeks to amend several sections of the City of Kaufman's Code of Ordinances related to the Fee Schedule. Specifically, it addresses Section A4.001, "Zoning/Development Fees," within Article A4.000 and A7.003, "Park Usage Fees," within Article A7.000. It also adds a new section A1.005, "Fire Department Fees", to Article A1.000, "Miscellaneous Fees" to add fees for burn permits, foster home inspections and commercial false alarm calls.

The proposed amendments aim to adopt fees to adjust fees for zoning/development. Additionally, the amendments include adjustments to park usage fees to enhance recreational access and sustainability. These updates are designed to ensure that the fee structure remains relevant, equitable, and supportive of the City's development and public health goals.

Author:  
Mike Holder, City Manager

Reviewed:  
Mike Holder, City Manager

**Cost: Funds Available: Source:**

**Recommendation: Staff recommends approval of Ordinance O-33-25 as presented.**

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

**CITY OF KAUFMAN, TEXAS  
ORDINANCE NO. O-33-25**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KAUFMAN, TEXAS, AMENDING APPENDIX A “FEE SCHEDULE” OF THE CITY OF KAUFMAN’S CODE OF ORDINANCE TO AMEND ARTICLE A1.000 “MISCELLANEOUS FEES” TO ADOPT A NEW SECTION A1.005 “FIRE DEPARTMENT FEES”; TO AMEND CERTAIN PROVISIONS OF SECTION A.4001 OF ARTICLE A4.000 “BUILDING AND DEVELOPMENT FEES” RELATED TO “NEW RESIDENTIAL BUILDING PERMIT AND INSPECTIONS”, “REMODELING/ADDITION PERMIT AND INSPECTIONS”, “REMODELING/ADDITION PLAN REVIEW”, “MINOR REMODELING/REPAIR PERMIT AND INSPECTIONS”, AND “MINOR REMODELING/REPAIR PLAN REVIEW”; TO REPEAL SECTION A7.003 “PARK USAGE FEE” OF ARTICLE A7.000 “PARK AND RECREATION FEES” AND ADOPT A NEW SECTION A7.003, “PARK USAGE FEE” OF ARTICLE A7.000; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR REPEAL AND ADOPTION; PROVIDING A PENALTY; PROVIDING A CUMULATIVE REPEALER AND SAVINGS CLAUSE; PROVIDING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Kaufman, Texas, has the authority to adopt and amend fees; and

**WHEREAS**, the City Council finds that a consistent and ongoing review of the City’s fee schedule is necessary; and

**WHEREAS**, upon review of the City’s current fees and increased costs incurred by the City, the City Council determined it appropriate to amend building and development fees, park usage fees, and utility fees; and

**WHEREAS**, the City Council finds that the fees proposed herein are not excessive; rather, the fees are determined to be reasonable and necessary to fairly reimburse the City for costs incurred; and

**WHEREAS**, the City Council finds it to be in the best interest of the citizens of Kaufman to adopt this Ordinance.

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

**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.** That Article A1.000 “Miscellaneous Fees”, of Appendix A “Fee Schedule”, of the City’s Code of Ordinances is hereby amended to adopt a new Section A1.005, to be entitled, “Fire Department Fees”, which shall be read in its entirety as follows:

**“A1.005 FIRE DEPARTMENT FEES.**

Burn Permit (Commercial)	\$150.00
Foster Home Inspections	\$100.00
<b>Commercial False Alarms</b>	
First 3 false alarms per calendar year	No fee
4th – 6th	\$100.00 each alarm
7th – 10th	\$200.00 each alarm
11th & subsequent	\$500.00 each alarm

”

**Section 3.** That the portions of Section A4.001, Zoning/Development Fees of Article A4.000 “Building and Development Fees”, of Appendix A “Fee Schedule”, of the City’s Code of Ordinances identified as: “New Residential Building Permit and Inspections”, “Remodeling/addition permit and inspections”, “Remodeling/addition plan review”, “Minor remodeling/repair permit and inspections”, and “Minor remodeling/repair plan review” shall be amended to be and read as provided below, and all other sentences, terms, sections and subsections of Section A4.001, Zoning/Development Fees shall remain in effect without amendment:

**“A4.001 Zoning/Development Fees.**

...

**Building Permit Applications** (reviews are based on the current adopted codes at the time of plan review) Residential fees only apply to single-family homes, duplexes, triplexes and quadraplexes.

<b>Descriptions</b>	
“New residential building permit and inspections	\$1.25 per Square Foot”
“Remodeling/addition permit and inspections	\$620 per unit (whole house or addition to a house)”
“Remodeling/addition plan review	\$496 (80% of residential remodeling building permit and inspection fee)”
“Minor remodeling/repair permit and inspections	\$155 per unit + \$155 per trade (plumbing, electrical and/or mechanical)”
“Minor remodeling/repair plan review	80% of total minor remodeling/repair permit and inspection fee”

...

**Section 4.** That Section A7.003, “Park Usage Fees”, of Article A7.000 “Park and Recreation Fees”, of Appendix A “Fee Schedule”, of the City’s Code of Ordinances is hereby repealed and a new Section A7.003, “Park Usage Fees”, of Article A7.000 “Park and Recreation Fees”, is hereby adopted to be and read in its entirety as follows with all other sections not expressly amended hereby to remain in full force and effect without amendment:

**“A7.003 PARK USAGE FEES.**

<b>SHANNON PARK PAVILION</b>		
Resident		\$ 30
Nonresident		\$ 60
Refundable Deposit		\$125
<b>CITY LAKES PARK &amp; SPORTS COMPLEX PAVILION</b>		
Resident		\$ 50
Nonresident		\$ 75
Refundable Deposit		\$125
<b>PRACTICE AND GENERAL BALL FIELD USE(NON-LEAGUE TEAMS)</b>		

Field Usage Fee		\$20 per field per hour
Refundable Deposit		\$100 per field
<b><u>ADULT LEAGUES</u></b>		
Adult team fee / per Team		\$20 per field per hour
Refundable field Deposit		\$100 per field
<b><u>TOURNAMENTS</u></b>		
Tournament Fee		\$175 per field per day
Refundable Field Deposit		\$100 per field
<b><u>SPORTS CAMPS</u></b>		
Non-Refundable Reservation Fee		\$100
Refundable Deposit		\$100 per field
Per Field Usage Fee		\$50 per field per hour
<b><u>ASSOCIATIONS, YOUTH SPORTS, LEAGUES (BASEBALL, SOCCER, FOOTBALL)</u></b>		
Residential Player Fee		\$5 per person
Non-residential Player Fee		\$10 per person

**Section 5.** The City Secretary is hereby directed to include the new fees adopted by this Ordinance within Appendix A “Fee Schedule” of the City of Kaufman’s Code of Ordinances, to be on file in the Office of the City Secretary.

**Section 6. Penalty.** Any person who intentionally, knowingly, recklessly, or negligently violates any provision of this Ordinance, upon conviction, shall be deemed guilty of a Class C Misdemeanor and shall be fined a sum not to exceed Five Hundred Dollars (\$500.00) for each offense, and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

**Section 7. Severability.** It is hereby declared to be the intention of the City Council of Kaufman, Texas that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any section, paragraph, sentence, clause, or phrase of this Ordinance shall be declared unconstitutional or invalid by the judgment or decree of any court of competent jurisdiction, such constitutionality or invalidity shall not affect any of the remaining sections, paragraphs, sentences, clauses or phrases of this Ordinance, since they would have been entered by the City Council without the incorporation of this Ordinance of unconstitutional or invalid sections, paragraphs, sentences, clauses or phrases.

**Section 8. Cumulative Repealer/Savings.** This Ordinance shall be cumulative of all other Ordinances, except as provided within, and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim, or lawsuit which has been initiated or has arisen under or pursuant to such Ordinance on the date of adoption of this Ordinance shall continue to be governed by the provisions of that Ordinance and for that purpose the Ordinance shall remain in full force and effect.

**Section 9.** If any section, subsection, clause, phrase, or provision of this Ordinance, or any application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void, or unconstitutional, the remaining sections, subsections, clauses, phrases, and provisions of this Ordinance, or any application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**Section 10. Effective Date.** This Ordinance shall become effective immediately upon its passage and publication of its caption as required by law and Charter.

**PASSED AND APPROVED** this 22<sup>nd</sup> day of September, 2025.

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**JEFF JORDAN  
MAYOR**

**ATTEST:**

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**JESSIE HANKS  
CITY SECRETARY**

**APPROVED AS TO FORM:**

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**M. ANN MONTGOMERY  
CITY ATTORNEY**



Meeting  
Date: 9/22/2025

Date: 09/08/2025

Item #: 27.

Dept.: Administration

**Resolution**

**SUBJECT:**

Consider and take appropriate action on Resolution R-30-25, 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.

**BACKGROUND:**

It is time to select the Board of Directors for the Kaufman Central Appraisal District. The directors will serve terms as indicated in the attached election cycle timeline beginning January 1, 2026. Each taxing entity may nominate one candidate for each position. Therefore, each entity may nominate from one to two candidates. The Mayor submits the names and addresses of the nominees by written resolution to the Chief Appraiser.

Author:  
Mike Holder, City Manager

Reviewed:  
Mike Holder, City Manager

Cost: Funds Available: Source:

Recommendation: Staff recommends approval of Resolution R-30-25 as presented.

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

**RESOLUTION NO. R-30-25**

**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.**

**WHEREAS**, the Chief Appraiser of the Kaufman Central Appraisal District has been charged with the responsibility of conducting the election process to determine the membership of the Board of Directors of the Kaufman Central Appraisal District, according to the Property Tax Code of Texas; and

**WHEREAS**, Texas Property Tax Code Sections 6.03(e) and 6.03(g) provides that each taxing unit entitled to vote may nominate by resolution up to two (2) candidates to become a member of the Board of Directors to be submitted to the Chief Appraiser before October 14, 2025;

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

**SECTION 1.** That the City Council of the City of Kaufman does hereby nominate the following persons as a candidate for election to the Board of Directors of the Kaufman Central Appraisal District:

- 1.
- 2.

**SECTION 2.** This Resolution becomes effective immediately upon its passage and approval.

**PASSED AND APPROVED** this the 22<sup>nd</sup> day of September 2025.

**CITY OF KAUFMAN**

---

**JEFF JORDAN  
MAYOR**

**ATTEST:**

---

**JESSIE HANKS  
CITY SECRETARY**

**APPROVED AS TO FORM:**

---

**M. ANN MONTGOMERY  
CITY ATTORNEY**



## Kaufman Central Appraisal District

3950 S Houston, P.O. Box 819  
Kaufman, TX 75142  
(972) 932-6081  
www.kaufman-cad.org

September 5, 2025

To: All Voting Taxing Entities

Re: Selection of Board of Directors for Kaufman Central Appraisal District

It is time to select two members for the Board of Directors for the District. The Directors will serve terms as indicated in the attached election cycles timeline beginning January 1, 2026. You may nominate one person for each of the two (2) positions. Enclosed are the qualifications for candidates and your number of votes.

The following is the selection schedule. **The dates are deadlines.**

September 29 – Chief Appraiser calculates and notifies each taxing entity of the number of votes it may cast.

October 14 – Each taxing entity may nominate one candidate for each position. Therefore, each entity may nominate up to two candidates. The presiding officer of the taxing unit submits **the names and addresses** of the nominees by **written resolution** to the Chief Appraiser. **Before being nominated, potential nominees must sign the attached Acknowledgement of Duties form and deliver to the chief appraiser.**

October 30 – Chief Appraiser prepares and delivers ballots to each taxing entity.

**The Governing body of each taxing unit entitled to cast at least five percent of the total votes must determine its vote by resolution adopted at the first or second open meeting of the governing body that is held after the date the chief appraiser delivers the ballot to the presiding officer of the governing body. The governing body must submit its vote to the chief appraiser not later than the third day following the date the resolution is adopted, per Property Tax Code Sec 6.03(k-1). Kaufman County, Forney ISD, Crandall ISD, Terrell ISD and City of Forney have more than 5% of the total votes each.**

December 14 – Taxing entities, other than those listed above, casts votes and submits them, **by resolution**, to the Chief Appraiser.

December 30 – Chief Appraiser counts votes and notifies all taxing entities and candidates of the outcome.

Sincerely,

KAUFMAN CENTRAL APPRAISAL DISTRICT

A handwritten signature in black ink that reads "Sarah Curtis".

Sarah Curtis  
Chief Appraiser

**Current Directors are:**

**Robert Dobbs, Chairman**

**Bruce Bynum, Vice Chairman**

**Morgan Rose, Secretary, Elected Place 2**

**Teresa Floyd, Tax A/C**

**Don Griffin**

**Danny Kirbie**

**Bruce Wood**

**Charles Carpenter, Elected Place 1**

**Mike Slye, Elected Place 3**

**The terms ending December 31, 2025, are held by Dr. Bruce Wood and Danny Kirbie.**





Meeting  
Date: 9/22/2025

Date: 09/16/2025

Item #: 28.

Dept.: Economic  
Development  
Corporation

**Resolution**

**SUBJECT:**

Consider and take appropriate action on Resolution R-31-25, a resolution of the City Council of the City of Kaufman, Texas, approving the Amended and Restated Bylaws of the Kaufman Economic Development Corporation (KEDC) to reflect changes to qualifications of Directors and changing references from Articles of Incorporation to Certificate of Formation; and authorizing the Mayor or his designee to execute necessary documents.

**BACKGROUND:**

**This item was posted to the agenda; however, due to incorrect agenda language, no action will be taken at this meeting. The item will be properly posted and brought back for Council consideration at the October meeting.**

The following is what will be presented for consideration at the October meeting:

Approval to issue an RFQ for legal services to begin October 1 was given at the August KEDC board meeting. In researching the bylaws, it currently states the following:

***4.13.2 Any request for legal assistance shall be made by the Board or its designee to the City Attorney. The City Attorney may provide such assistance when such services are available.***

In order to allow for a separate EDC Attorney from another firm, the Board needs to update the Bylaws. Below is the recommended language for this section (which was provided by the current KEDC Attorney):

***4.13.2 At the discretion of the KEDC Board of Directors, the Board may utilize legal services provided by the City Attorney or by another attorney or firm licensed to practice law in Texas, and may also utilize any other third party service with which the City has a contract.***

Author:  
Stewart McGregor , Executive Director

Reviewed:  
Mike Holder, City Manager

Cost: Funds Available: Source:

Recommendation: Staff recommends no action be taken on this item.

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





**Meeting**  
**Date: 9/22/2025**

**Date: 09/02/2025**

**Item #: 29.**

**Dept.: Administration**

**Action Item**

**SUBJECT:**

Consider and take appropriate action on the appointment of three (3) members to the Kaufman Zoning Board of Adjustments for a two (2) year term to expire September 2027.

**BACKGROUND:**

Three (3) members of the Zoning Board of Adjustments—Kathy Burt, Clayton Kelly, and Patrick Thorpe—have reached the end of their terms and have expressed interest in continuing to serve.

Therefore, the procedure for considering the appointment of a member of the Zoning Board of Adjustments is as follows: A simple majority of the Council, four votes, is necessary to make a nomination for the appointment of a prospective member. Any member of the Council may make a nomination for appointment.

Procedurally, the Council should adhere to the process as outlined below:

- Council will vote for the appointment of a member to the Zoning Board of Adjustments for an unexpired term to expire in September 2027.
- If the nominee does not attain a simple majority of the Council (four votes), they will not serve as a member.
- Any Council Member can make a nomination for consideration.
- If the nominee then receives a simple majority of the votes by the Council (four votes), that individual will be appointed to serve as a member.

**Author:**  
Jessie Hanks, City Secretary

**Reviewed:**  
Mike Holder, City Manager

**Cost:**

**Funds Available:**

**Source:**

**Recommendation: Staff is seeking Council direction.**



**Meeting**  
**Date: 9/22/2025**

**Date: 09/02/2025**

**Item #: 30.**

**Dept.: Administration**

**Action Item**

**SUBJECT:**

Consider and take appropriate action on the appointment of three (3) members to the Kaufman Planning and Zoning Commission for a two (2) year term to expire November 2027.

**BACKGROUND:**

Three (3) members of the Planning and Zoning Commission—Lindsey Haynes, Porfirio Lopez, and Mike Slye—have reached the end of their terms and have expressed interest in continuing to serve.

Therefore, the procedure for considering the appointment of a member of the Planning and Zoning Commission is as follows: A simple majority of the Council, four votes, is necessary to make a nomination for the appointment of a prospective member. Any member of the Council may make a nomination for appointment.

Procedurally, the Council should adhere to the process as outlined below:

- Council will vote for the appointment of a member to the Planning and Zoning Commission for an unexpired term to expire in November 2027.
- If the nominee does not attain a simple majority of the Council (four votes), they will not serve as a member.
- Any Council Member can make a nomination for consideration.
- If the nominee then receives a simple majority of the votes by the Council (four votes), that individual will be appointed to serve as a member.

**Author:**  
Jessie Hanks, City Secretary

**Reviewed:**  
Mike Holder, City Manager

**Cost:**

**Funds Available:**

**Source:**

**Recommendation: Staff recommends the re-appointment of Lindsey Haynes, Porfirio Lopez, and Mike Slye to two (2) year terms to expire November 2027.**



POLICE • COMMUNITY PARTNERSHIPS

**JOIN US FOR**

**Family fun, games, food,  
educational information on child  
safety, emergency vehicles, and law  
enforcement personnel!**

**We will also have music, raffles &  
goodies from participating vendors!**

**Kaufman Sports Complex  
Tuesday, October 7<sup>th</sup>  
6:00 - 9:00pm**



**CareFlite**



OCTOBER 11, 2025

KAUFMAN  
*Harvest*  
FESTIVAL

THE KAUFMAN SQUARE

PRESENTED BY:  & 

**9:00 a.m. PARADE**

North on S. Washington St.

**9:00 a.m. - 5:00 a.m.**

**KAUFMAN SQUARE ACTIVITIES**

Food & Craft Vendors, Kids Zone, Entertainment

[www.kaufmantx.org](http://www.kaufmantx.org)

## 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
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	Construction Underway	4,5
Comprehensive Plan	Admin		8/26/2020	Grant Awarded	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
City Lakes Park/Lower Lake Improvements	Admin/PW		9/23/2021	Working on Cost Estimate and Scope	4
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
Crestview/Royal Reconstruction	Public Works		9/1/2023	Construction Underway	5
Phillip's Drainage	Public Works		9/1/2023	Construction Underway	5
HWY 34 Property	Admin		1/30/2024	Need Demo Quote	4
Impact Fees	Admin		7/16/2024	In Progress	2,4,5
Public Works Facility	Admin		7/16/2024	Working on Site Plan	5
WWTP	PW/Admin		7/16/2024	Schneider IGA approved June 2024	2,4,5
TxDOT Property	Admin/EDC		1/30/2024	City closed on the property and working with developer	2,5
Heritage Park	Admin	TBD	1/23/2025	On Pause	2,3

Discussion Item Report (DIR)  
Completed

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	01/28/2019 02/25/2019	1/21/2019	Complete 02/25/2019	
Realtor PID Training	Admin	NA		Complete 4/23/2019	
Fee Schedule Update	Development Serv		6/4/2019	Approved by Council	
Bureau Veritas Contract Update	Development Serv		6/4/2019	Approved by Council	
Park Master Plan Update	Parks &Rec	8/5/2019	10/23/2018	Approved by Council	
34/243 Signal Installation	Public Works		10/23/2018	Complete	
HR Coordinator	Admin		12/17/2018	Admin/HR Assistant Full-Time Sept. 30	
Agenda Software Installation/Training	Admin		10/23/2018	Complete	
5 Year CIP	Admin	11/25/2019	11/25/2019	Work Session 12/16/19	
Water & Street Impact Fee Update	Development Serv		6/10/2019	Council approved 12/16/19	
Intern Program	HR	TBD	12/10/2019	Policy to Council 3/30/20	3,5
WWTP Finance Application	Finance	11/13/2018	10/23/2018	GTUA Approval	5
PD/FD Safety Equipment Grant	Public Safety	TBD	3/3/2020	Application Submitted	1
Street Maintenance Priorities	PW/Admin		2/27/2019	List Presented to Council/Incorporated into 5 Year CIP	5
Traffic Signal 1388@34 ByPass	Admin		1/28/2020	Final Construction Underway	1
Solid Waste RFP	Admin	TBD	5/18/2020	Contract Finanlized and Approved	4,5
PD Body Camera Grant	PD	4/27/2020	5/19/2020	Grant not awarded	1,5
Civic Center	Admin	7/22/2019		Accepted 01/25/21	2,3
Phase II - Street Bond	Public Works	10/28/2019	10/23/2018	Accepted 01/25/21	5
TxDOT Turnback	Admin	12/17/2018	11/6/2018	Accepted 01/25/21	2,3,5
City Lakes Park Fence	Public Works		1/26/2021	Complete	
Building Official	Development Serv		12/10/2020	Hired	
54-Acre Development	Development Serv	5/18/2020	10/23/2018	PD to Council 05/18/2020	2,3,4
Building Code Update	Development Serv	10/28/2019	6/4/2019	Approved O-28-19	5
Park Dedication Ordinance	Development Serv	1/25/2021	10/23/2018	PH continued to 2/22/2021	4,5
Police Department Server	PD		1/29/2021	Ordered thru TSM	1,5
Tree Mitigation Ordinance	Development Serv		2/24/2021	Approved	4,5
Kaufman Lake	Admin/PW		1/8/2019	Sold April 2021	2,4,5
Downtown Parking	Admin		1/16/2019	2 Hour Parking Signs going up	2
Fire Engine Replacement	FD	1/25/2021	1/25/2021	Lease Approved	1,5
Greenlight City/EDC Marketing	Admin/EDC		6/16/2020	Greenlight Retainer	1,2

Discussion Item Report (DIR  
Completed

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
Fire Department Facility Improvements	Admin/Public Safety			Drainage improvements completed/Doors Painted	1,2,5
E. 1st North	Public Works		9/1/2023	Complete	5
South Pointe	Development Serv		2/3/2021	City recovered the property	2,3,4
Connector Road	Admin		4/29/2021	County project underway	2,3,5
Northeast Utility Project	Admin/PW		9/17/2021	Phase 1 Constructed	1,2,3,4,5
City Hall Front Plaza	Admin	TBD	5/15/2023	CM Contingency	4,5

DATE:

TO: Kaufman County

FROM: Teresa Elliott; Project Manager

RE: August 2025 Ridership Report

Demand Reponse	September	October	November	December	January	February	March	April	May	June	July	August	YTD
Total Trips	2,581	3,271	2,576	2,211	2,072	2,187	2,510	2,269	2,285	2,368	1,967	2,230	28,527
Days of Service	20	23	19	20	19	19	21	21	21	20	22	21	246
Avg. Daily Trips	129	142	136	111	109	115	120	108	109	118	89	106	116
Elderly & Disabled Trips	2,038	2,457	1,979	1,867	1,776	1,787	2,102	1,823	1,762	1,629	1,390	1,515	22,125
E&D Percentage	79%	75%	77%	84%	86%	82%	84%	80%	77%	69%	71%	68%	78%

Trips By City	September	October	November	December	January	February	March	April	May	June	July	August	YTD
Crandall	56	102	96	57	49	59	81	68	44	52	48	49	761
Forney	832	994	769	694	647	721	742	660	643	625	467	606	8,400
Kaufman	325	392	269	315	302	300	360	384	395	554	240	263	4,099
Kemp	51	47	30	37	50	59	70	93	79	62	64	119	761
Mabank	17	35	14	18	14	12	15	16	18	13	20	20	212
Scurry	15	7	14	5	10	12	24	16	36	19	11	12	181
Terrell	1,184	1,316	1,169	1,085	1,001	1,024	1,218	988	875	794	754	719	12,127

STARNow	September	October	November	December	January	February	March	April	May	June	July	August	YTD
Total Trips	1,510	1,755	1,797	1,885	1,908	1,939	2,128	2,590	2,817	2,659	2,975	3,108	27,071
Days of Service	20	23	19	20	21	19	21	21	21	20	22	21	248
Avg. Daily Trips	76	76	95	94	91	102	101	123	134	133	135	148	109
Median Wait Time (mins)	17.96	16.33	13.35	15.83	17.12	17.58	16.64	17.63	17.28	16.17	17.18	18.82	16.82

Total Requested Boardings **3997**  
 Completed Boardings **3108**  
 Avg. Boardings Per Service Hr. **1.94**  
 Boarding Cancellations **859**  
 Boarding Cancellations (No-Show) **94**  
 Cancellation Percentage **21.65%**  
 Cancellation Percentage (No Show) **2.37%**

Total Requests **3604**  
 Completed Requests **2794**  
 No Drivers Available Requests **24**  
 Request Cancellations **786**  
 Request Cancellations (No Show) **82**  
 Avg. # of Requests per Rider **9.42**  
 Avg. Travel Duration **13.99 min**  
 Avg. Travel Distance **4.8 mi**

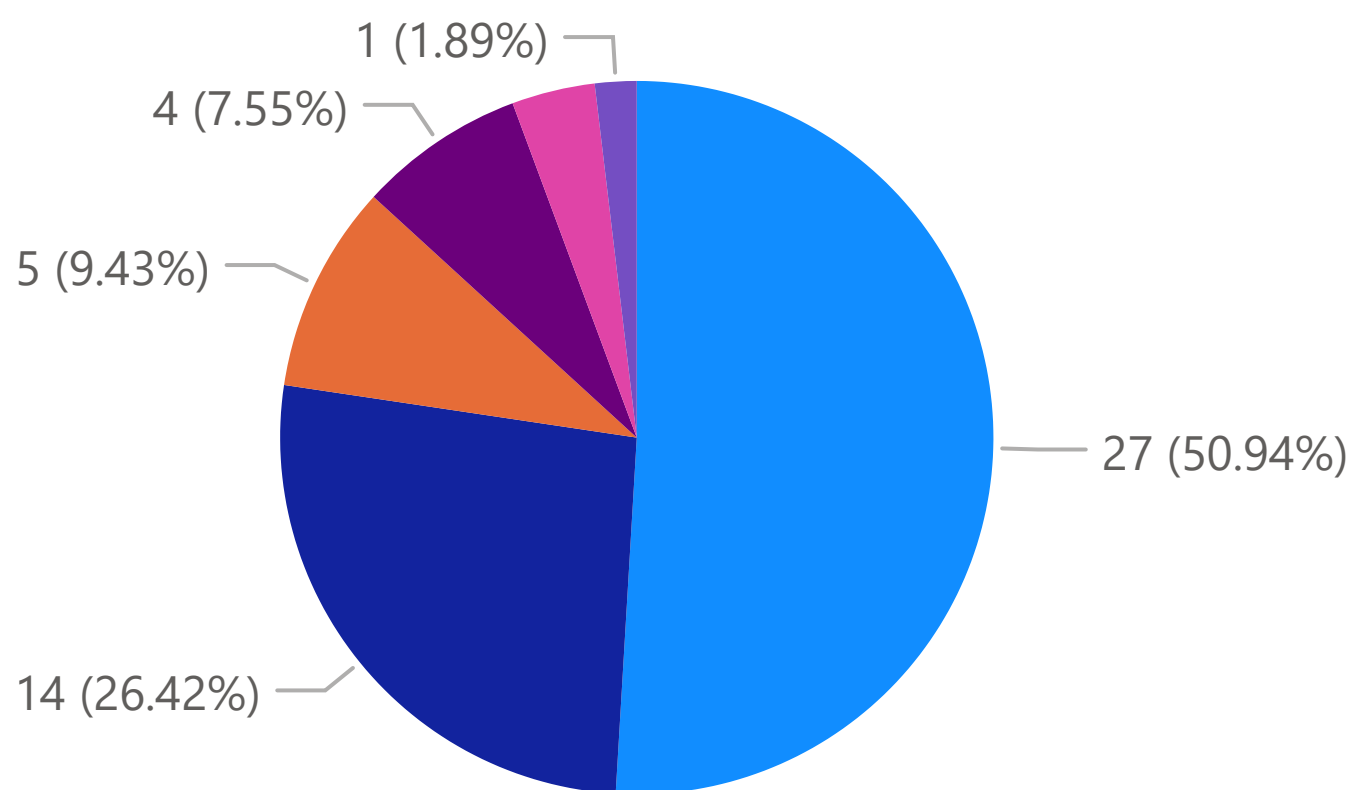
Mean Wait Time **25.31 min**  
 Median Wait Time **18.82 min**  
 Bookings from Admin Panel **38.48%**  
 Bookings from Rider Mobile App **61.52%**  
 Bookings from Rider Web **0%**  
 Flag Down Bookings **0%**  
 Bookings from IVR **0%**  
 Bookings from AI Voice **0%**

STARNow Trips By City	September	October	November	December	January	February	March	April	May	June	July	August	YTD
Kaufman	67	72	57	116	82	81	116	191	117	122	121	154	1,296
Forney	773	993	1,120	1,145	1,094	1,132	1,131	1,233	1,333	1,223	1,277	1,266	13,720
Terrell	670	690	620	624	732	726	881	1,166	1,367	1,314	1,577	1,587	11,954

## City of Kaufman Compliance

Priority	# of Requests	# of Transports	# of Exceptions	Compliance %	Capture Rate
City of Kaufman P1	22	9	2	91%	41%
City of Kaufman P2	108	62	9	92%	57%
City of Kaufman P3	25	15		100%	60%
<b>Total</b>	<b>155</b>	<b>86</b>	<b>11</b>	<b>93%</b>	<b>55%</b>

## Cancel Reason



### Cancel Reason

- AMA Refused Treatment or Transport
- Cancelled by FD - Prior to Arrival
- Cancelled by LE
- Dead at Scene
- False Call/False Alarm
- Converted to Acute

## Dropoff Facilities

## Fractile

Dropoff Fac	Count of Transport	% of Destination
Baylor Scott & White - Dallas (DBMC)	6	7%
Baylor Scott & White - Lake Pointe Rowlett (ROWL)	2	2%
Children's Medical Ctr (DCMC)	5	6%
Dallas Regional Medical Center (MDR1)	6	7%
Medical City Dallas (DMCD)	1	1%
Methodist Dallas Medical Center (DMMC)	1	1%
Non Facility	4	5%
Texas Health Kaufman (KAUF)	60	70%
UT Health - Athens (ATHN)	1	1%
<b>Total</b>	<b>86</b>	<b>100%</b>

Fractile Bin	Count of Transport
	22
1) <5 minutes	40
2) 5 to 10 Minutes	67
3) 10 to 20 minutes	16
4) 20 to 30 minutes	7
5) over 30 minutes	3
<b>Total</b>	<b>155</b>

### Average Response Time

00:08:26

# KAUFMAN FIRE DEPARTMENT

## Monthly Report

August 2025



### FIRE PREVENTION



**6**

Development Plans Reviewed



**41**

Fire Safety Inspections



**5:55**

Average Response Time



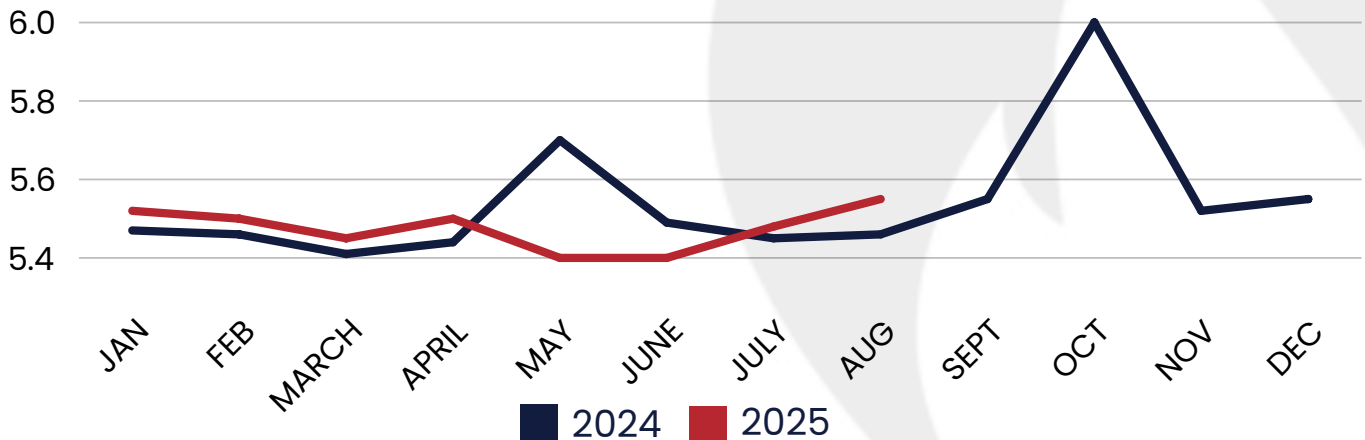
**40**

KIDS AND CITIZENS RECEIVED FIRE PREVENTION PRESENTATIONS

### TRAINING

- Fire Marshal Job posted
- Supervisor Harassment Training
- Fire at Denny's
- String of gas leaks on Royal and Crestview
- Installed new Bunker Gear lockers and Dryer in gear room

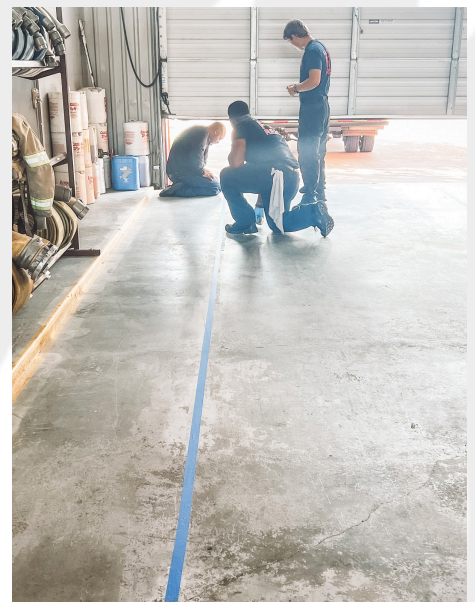
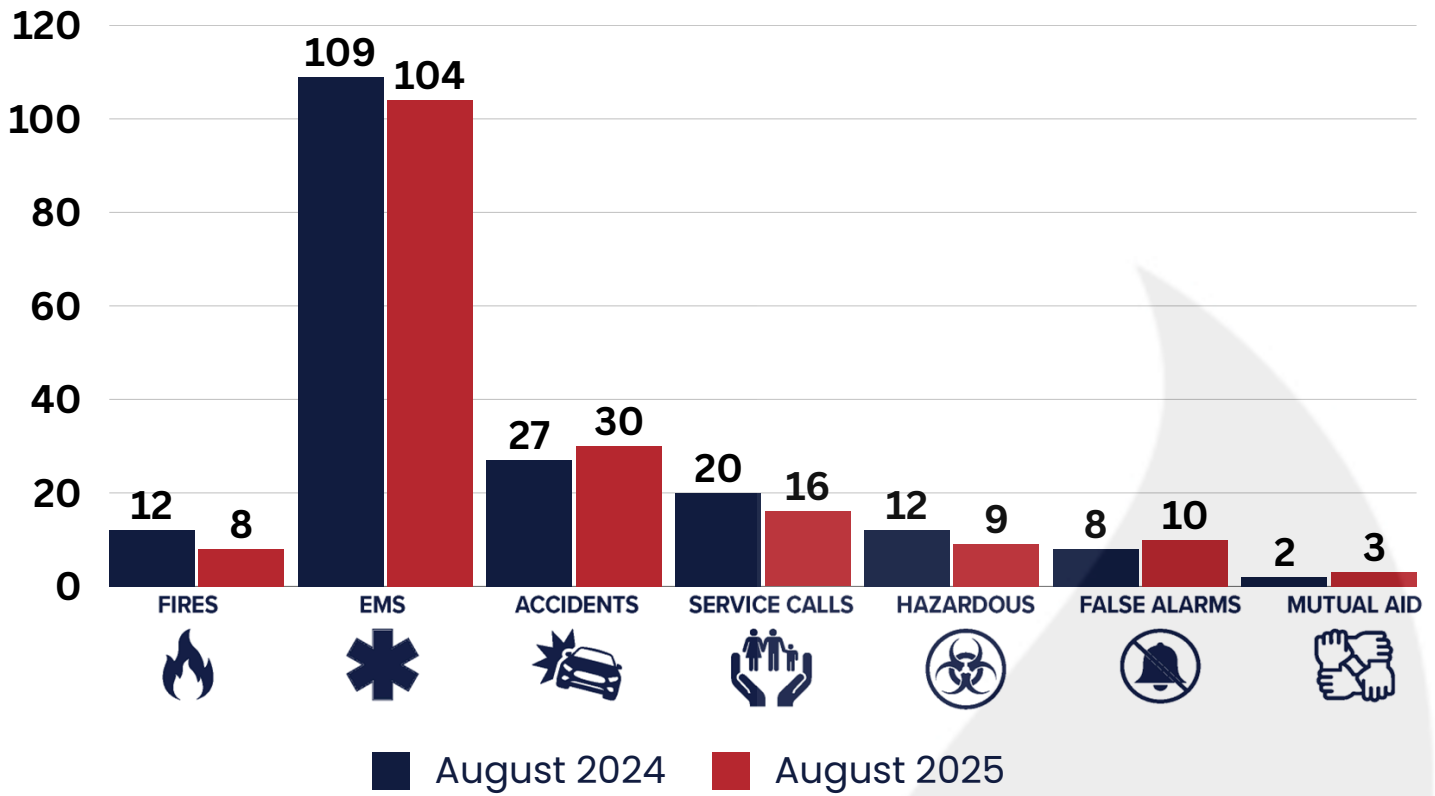
### RESPONSE TIME TREND





# Monthly Report

## Call Volume by Major Category



# KAUFMAN POLICE DEPARTMENT MONTHLY REPORT



AUGUST 2025



## EVENTS ATTENDED

- Lions Club
- First Day of School Help
- Meet the Teacher
- Economic Summit
- KISD Convocation
- Ed Foundation Meetings

## TRAINING

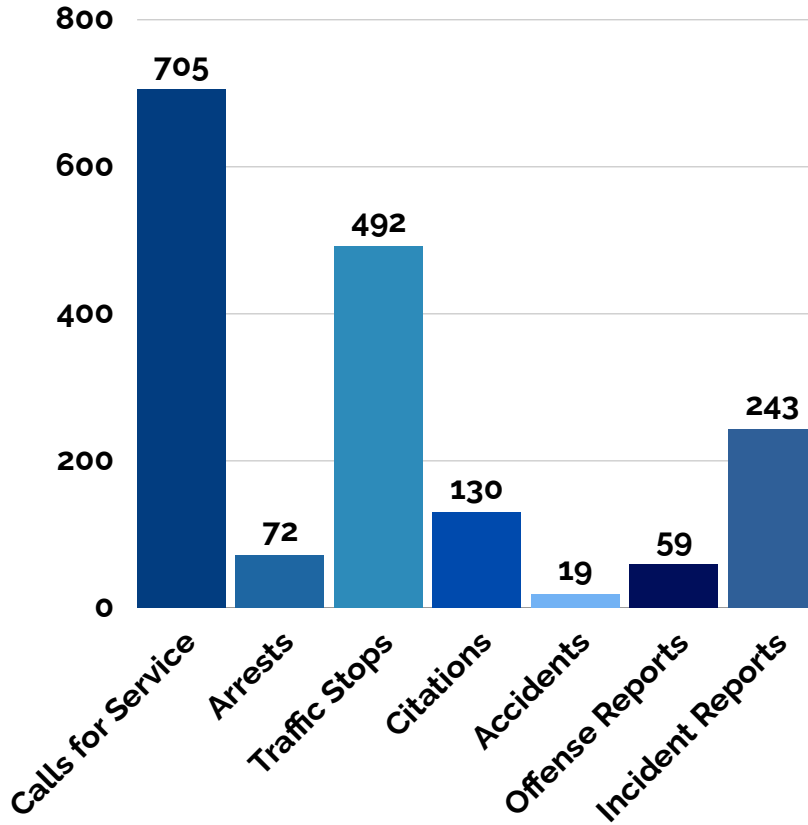
- Captain Leftwich attended TNOA Conference
- Supervisors Attended TML Training
- Officers attended ALERRT Training
- Officers attended auto theft training





# MONTHLY REPORT

## PATROL DIVISION



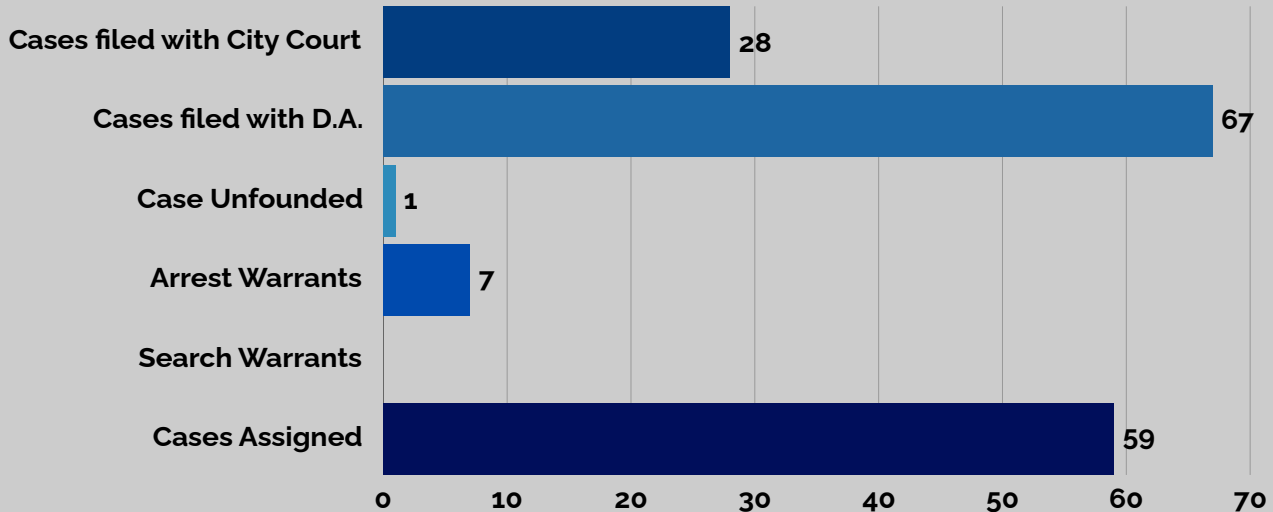
Response Time

**5:12**

Security Checks

**311**

## CRIMINAL INVESTIGATION DIVISION





# MONTHLY REPORT

## CODE COMPLIANCE



44  
Total  
Violations



18  
Cases  
Opened/  
First Notice  
Sent



1  
Second  
Notice  
Sent



1  
Cases  
Sent to  
Court



26  
Cases  
Closed

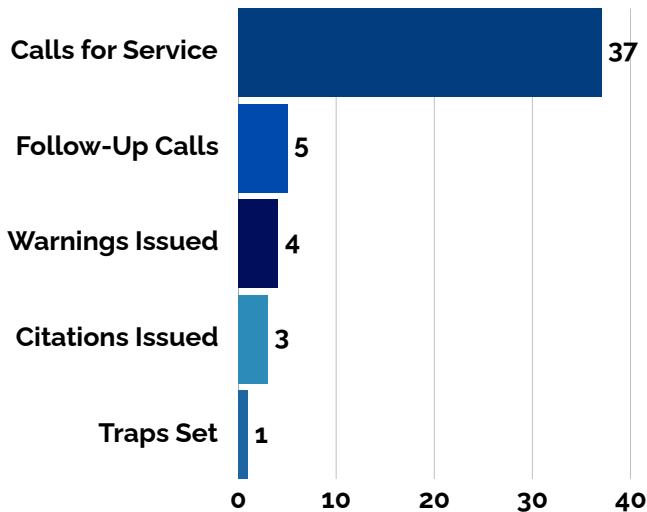


55  
Active  
Cases



## ANIMAL SERVICES

### SUMMARY OF ACTIVITY



### Animals Captured



- On Calls - 15
- On View - 0
- Non-Domestic - 0

### Animals Turned Over



- To Owner - 0
- To Humane Society - 9



Deceased Animals  
Recovered - 3



# MONTHLY REPORT

## Year to Date Comparison Report

01/01/2025 - 08/31/2025



Classification of Offenses	Offenses Reported	Offenses Cleared	Projected Rate/1000	Last YTD Reported	Percent Change
Animal Cruelty, Total	1	1	0.10	0	-
Arson, Total	0	0	0.00	0	-
Assault Offenses, Total	37	32	3.74	64	-42.19%
Aggravated Assault	7	5	0.71	4	75.00%
Intimidation	3	3	0.30	0	-
Simple Assault	27	24	2.73	60	-55.00%
Bribery, Total	0	0	0.00	0	-
Burglary/Breaking and Entering, Total	7	4	0.71	12	-41.67%
Counterfeiting/Forgery, Total	3	2	0.30	2	50.00%
Destruction/Damage/Vandalism of Property, Total	29	7	2.93	17	70.59%
Drug/Narcotic Offenses, Total	134	129	13.54	216	-37.96%
Drug Equipment Violations	52	52	5.25	61	-14.75%
Drug/Narcotic Violations	82	77	8.28	155	-47.10%
Embezzlement, Total	2	0	0.20	0	-
Extortion/Blackmail, Total	1	1	0.10	2	-50.00%
Fraud Offenses, Total	9	5	0.91	17	-47.06%
False Pretense/Swindle/Confidence Game	1	1	0.10	3	-66.67%
Credit Card/Automatic Teller Machine Fraud	2	0	0.20	5	-60.00%
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	6	4	0.61	9	-33.33%
Gambling Offenses, Total	1	0	0.10	0	-
Betting/Wagering	0	0	0.00	0	-
Operating/Promoting/Assisting Gambling	1	0	0.10	0	-
Sports Tampering	0	0	0.00	0	-
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	42	24	4.24	96	-56.25%
Motor Vehicle Theft, Total	1	0	0.10	6	-83.33%
Pornography/Obscene Material, Total	0	0	0.00	2	-100.00%





# MONTHLY REPORT

## Year to Date Comparison Report

01/01/2025 - 08/31/2025



Classification of Offenses	Offenses Reported	Offenses Cleared	Projected Rate/1000	Last YTD Reported	Percent Change
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	1	0.10	1	0.00%
Sex Offenses, Total	2	1	0.20	3	-33.33%
Fondling	0	0	0.00	1	-100.00%
Rape	2	1	0.20	1	100.00%
Sexual Assault with an Object	0	0	0.00	1	-100.00%
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	0	0	0.00	3	-100.00%
Weapons Law Violations, Total	7	7	0.71	16	-56.25%
<b>Group A Offense, Total</b>	<b>277</b>	<b>214</b>	<b>27.99</b>	<b>457</b>	<b>-39.39%</b>
<b>Crimes Against Person, Total</b>	<b>39</b>	<b>33</b>	<b>3.94</b>	<b>67</b>	<b>-41.79%</b>
<b>Crimes Against Property, Total</b>	<b>95</b>	<b>44</b>	<b>9.60</b>	<b>156</b>	<b>-39.10%</b>
<b>Crimes Against Society, Total</b>	<b>143</b>	<b>137</b>	<b>14.45</b>	<b>234</b>	<b>-38.89%</b>
<b>Officers Killed or Assaulted YTD</b>	<b>0</b>			<b>0</b>	<b>-</b>





**DEVELOPMENT SERVICES  
MONTHLY BUILDING REPORT  
AUGUST 2025**

	# PERMITS ISSUED	PERMIT FEES	CONSTRUCTION VALUATION
<b><u>NEW RESIDENTIAL</u></b>			
Single Family Dwelling	1	\$2,226.29	\$256,600.00
Multi-Family			
<b><u>OTHER RESIDENTIAL</u></b>			
Residential Alteration / Remodel	13	\$2,668.85	\$867,707.40
Residential Addition	2	\$512.00	\$14,546.78
Electrical			
Mechanical	1	\$100.00	\$10,000.00
Plumbing	11	\$1,200.00	\$39,330.00
Irrigation	1	\$100.00	\$3,150.00
Fence	9	\$900.00	\$34,550.00
Swimming Pool			
Accessory Structures	1	\$144.00	\$4,000.00
Demolition			
<b><u>NEW COMMERCIAL</u></b>			
New Commercial Building			
<b><u>OTHER COMMERCIAL</u></b>			
Commercial Alteration / Remodel	7	\$5,093.44	\$446,011.86
Commercial Addition			
Signs	3	\$2,967.53	\$132,691.00
Electrical	2	\$200.00	\$7,000.00
Mechanical	1	\$100.00	\$15,000.00
Plumbing			
Irrigation			
Demolition			
Swimming Pool			
Fence/Screening Wall	1	\$226.32	\$7,720.00
Certificate Of Occupancy	3	\$500.00	
Temporary Use Permit	2	\$100.00	
<b>TOTALS</b>	<b>58</b>	<b>\$17,038.43</b>	<b>\$1,838,307.04</b>

September 2025						
◀ August						October ▶
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1 City Hall Closed- Labor Day	2 <b>Planning &amp; Zoning Meeting</b>	3	4	5	6
7	8 <b>Special City Council Meeting – Impact Fees</b>	9 <b>KEDC</b>	10	11	12	13
14	15	16	17	18 <b>Parks &amp; Rec Meeting</b>	19	20
21	22 <b>Regular City Council Meeting</b>	23	24	25	26	27 Chamber Auction
28	29	30				

◀ September		October 2025					November ▶
Sun	Mon	Tue	Wed	Thu	Fri	Sat	
			1	2	3	4	
5	6	7 <b>Planning &amp; Zoning Meeting</b> National Night Out	8	9	10	11 Harvest Fest	
12	13 City Hall Closed- Columbus Day	14 <b>KEDC</b>	15	16 <b>Parks &amp; Rec Meeting</b>	17	18	
19	20	21	22	23	24	25 KISD Ed. Foundation Legacy Gala	
26	27 <b>Regular City Council Meeting</b>	28	29 TML Conference	30 TML Conference	31 TML Conference Halloween on Houston		

November 2025						
◀ October						December ▶
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4 <b>Planning &amp; Zoning Meeting</b>	5	6	7	8
9	10	11 <b>KEDC</b>	12	13	14	15
16	17	18	19 Employee Thanksgiving	20 <b>Parks &amp; Rec Meeting</b>	21	22
23	24 <b>Regular City Council Meeting</b>	25	26	27 City Hall Closed-Thanksgiving	28 City Hall Closed-Thanksgiving	29
30						

December 2025						
◀ November						January ▶
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2 <b>Planning &amp; Zoning Meeting</b>	3	4	5	6 Christmas on the Square
7	8	9 <b>KEDC</b>	10	11	12	13
14	15 <b>Regular City Council Meeting</b>	16	17 Employee Christmas Banquet	18 <b>Parks &amp; Rec Meeting</b>	19	20
21	22	23	24 City Hall Closed-Christmas	25 City Hall Closed-Christmas	26	27
28	29	30	31			