



AGENDA
JOINT MEETING BETWEEN
TAX INCREMENT REINVESTMENT ZONE #1 (TIRZ #1),
TAX INCREMENT REINVESTMENT ZONE #2 (TIRZ #2),
& KAUFMAN CITY COUNCIL MEETING
MONDAY, FEBRUARY 22, 2021 - 5:30 PM
CITY HALL COUNCIL CHAMBERS
209 S. WASHINGTON STREET
KAUFMAN, TEXAS 75142
AND VIA VIDEOCONFERENCE/TELECONFERENCE

**This meeting will be held using
videoconferencing/teleconferencing
technology with public access via:
WWW.ZOOM.US/JOIN OR
(888)788-0099 (TOLL FREE)
MEETING/WEBINAR ID: 839 1880 7526
PASSWORD: 708614**

PLEDGE OF ALLEGIANCE

CALL MEETING TO ORDER

TIRZ #1: Chairman calls the Meeting to order, states the date and time, state members present, and declares a quorum present.**

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

TIRZ #1 ITEMS

1. Consider and make a recommendation to the City Council on the FY-20 Tax Increment Reinvestment Zone #1 Annual Report.

TIRZ #1 ADJOURNMENT

TIRZ #2 ITEMS

2. Consider and make a recommendation to the City Council on the FY-20 Tax Increment Reinvestment Zone #2 Annual Report.

TIRZ #2 ADJOURNMENT

CALL MEETING TO ORDER Mayor calls the Meeting to order, states the date and time, state 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.**

PRESENTATION

3. Consider and take appropriate action on Resolution R-13-21, a resolution of the City Council of the City of Kaufman, Texas, commending and recognizing Community Life Church of Kaufman for providing warming services to the City of Kaufman and its residents during recent unprecedented winter weather; and providing an effective date.
4. Consider and take appropriate action on Resolution R-14-21, a resolution of the City Council of the City of Kaufman, Texas, commending the First Baptist Church of Kaufman for providing warming services to the City of Kaufman and its residents during recent unprecedented winter weather; and providing an effective date.

CONSENT AGENDA

5. Consider and take appropriate action on the Minutes of the January 25, 2021, Regular City Council Meeting.
6. Consider and take appropriate action on Resolution No. R-06-21, a resolution of the City Council of the City of Kaufman, Texas, authorizing continued participation with the Atmos Cities Steering Committee; authorizing the payment of five cents per capita to the Atmos Cities Steering Committee to fund regulatory and related activities related to Atmos Energy Corporation; and providing an effective date.
7. Consider and take appropriate action on the FY-20 Tax Increment Reinvestment Zone #1 Annual Report.
8. Consider and take appropriate action on the FY-20 Tax Increment Reinvestment Zone #2 Annual Report.
9. Consider and take appropriate action on Resolution R-15-21, a resolution of the City Council of the City of Kaufman, Texas, officially naming an art piece commissioned for the Civic Center; and providing an effective date.

END OF CONSENT AGENDA

PUBLIC HEARING

10. Conduct and continue a public hearing, and consider and take appropriate action on Ordinance O-04-21, an ordinance of the City Council of the City of Kaufman, Texas, amending the City of Kaufman Subdivision Ordinance O-24-99, as amended, codified as Chapter 94 of the City of Kaufman Code of Ordinances, for the adoption of parkland dedication requirements and related fees in order to provide adequate neighborhood and community parks and recreation facilities. (Case No. SO-01-21)
 - a. Presentation.
 - b. PUBLIC HEARING.
 - c. Consider and take appropriate action on Ordinance O-04-21.

DISCUSSION/ACTION ITEMS

11. Consider and take appropriate action on Ordinance No. O-06-21, an ordinance of the City Council of the City of Kaufman, Texas amending Chapter 70, "Parks and Recreation" by adding a new article, Article VII, to be entitled, "Civic Center", to provide a fee schedule for rentals of the Kaufman Civic Center; and providing an effective date.
12. Consider and take appropriate action on Resolution R-07-21, a resolution of the City Council of the City of Kaufman, Texas, approving a lease agreement between the City and PNC Equipment Finance, LLC regarding a fire engine; and providing an effective date.
13. Consider and take appropriate action on Resolution R-08-21, a resolution of the City Council of the City of Kaufman, Texas, granting a petition requesting annexation by the Landowner, Kaufman County, Texas, of approximately 7.9 acres out of a 45 acre tract of land located at 1900 East State Highway 175 (PID 56874); authorizing and directing publication of notice of a public hearing; directing the preparation and execution of a written services agreement with Landowner; and providing an effective date. (Case #A-01-21)
14. Consider and take appropriate action on Resolution R-09-21, a resolution of the City Council of the City of Kaufman, Texas, granting a petition requesting annexation by the Landowner, City of Kaufman, Texas, owner of approximately 16.72 acres of land generally located directly west of the Kaufman County Law Enforcement Center (PIDs 5438 & 5525); authorizing and directing publication of notice of a public hearing; directing the preparation and execution of a written services agreement with the Landowner; and providing an effective date. (Case #A-02-21)

15. Consider and take appropriate action on Resolution R-10-21, a resolution of the City Council of the City of Kaufman, Texas, granting a petition requesting annexation by the Landowner, City of Kaufman, Texas, owner of approximately 73.491 acres of land located at 2121 Ola Road and East State Highway 243 (PID 213307); finding that pursuant to Local Government Code Section 43.057, it is in the public interest to leave certain areas of the City's extraterritorial jurisdiction un-annexed while surrounding those properties by annexed areas; authorizing and directing publication of notice of a public hearing; directing the preparation and execution of a written services agreement with the Landowner; directing the preparation of a development agreement and authorizing staff to offer such agreement to Landowner; and providing an effective date. (Case #A-03-21)
16. Consider and take appropriate action on Resolution R-11-21, a resolution of the City Council of the City of Kaufman, Texas, granting the petition requesting annexation by the Landowner, Kaufman Independent School District, owner of approximately 85.234 acres of land generally located at the northwest corner of East State Highway 243 and Farm to Market Road No. 2727 (PIDs 187223 & 51233); authorizing and directing publication of notice of a public hearing; directing the preparation and execution of a written services agreement with the Landowner; directing the preparation of a development agreement and authorizing staff to offer such agreement to Landowner; and providing an effective date. (Case #A-04-21)
17. Consider and take appropriate action on Resolution R-12-21, a resolution of the City Council of the City of Kaufman, Texas, selecting an engineering firm in conjunction with the submittal of the City's 2021-2022 Texas Department of Agriculture, Texas Community Development Block Grant (TxCDBG) to provide application assistance and project implementation, if awarded; and providing an effective date.

ANNOUNCEMENTS AND REPORTS FROM CITY MANAGER

18. Receive an update and discussion regarding the following:
 - a. Emergency Weather Update
 - b. Human Resources Update
 - c. Council Retreat- March 4 & 5, 2021
 - d. Discussion Items Report (DIR)
 - e. STAR Transit Ridership Report- January 2021
 - f. Fire Department Monthly Report- January 2021
 - g. Monthly Calendars Attached

EXECUTIVE SESSION

19. The City Council will recess into Executive Session pursuant to Texas Government Code for an executive session regarding the following:
- a. Texas Government Code §551.072: Deliberation regarding Real Property, to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person: Kaufman Lake and Kaufman Estates

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

20. 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 FRIDAY, FEBRUARY 19, 2021, AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULE TIME OF SAID MEETING.

JESSIE HANKS
CITY SECRETARY

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

****PURSUANT TO SECTION 551.127, TEXAS GOVERNMENT CODE, ONE OR MORE COUNCILMEMBERS OR EMPLOYEES MAY ATTEND THIS MEETING REMOTELY USING VIDEOCONFERENCING TECHNOLOGY. THE VIDEO AND AUDIO FEED OF THE VIDEOCONFERENCING EQUIPMENT CAN BE VIEWED AND HEARD BY THE PUBLIC BY ACCESSING WWW.ZOOM.US/JOIN OR (888)788-0099 (TOLL FREE) MEETING /WEBINAR ID: 839 1880 7526 PASSWORD: 708614**

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

CITY OF KAUFMAN KAUFMAN, TEXAS



TAX INCREMENT FINANCING DISTRICT
REINVESTMENT ZONE, No. 1

ANNUAL REPORT

FISCAL YEAR 2020

(October 1, 2019 – September 30, 2020)

CITY OF KAUFMAN, TEXAS
TAX INCREMENT FINANCING DISTRICT
REINVESTMENT ZONE
As of September 30, 2020

1. Year End Summary of Meetings/City Council Actions
2. Public Infrastructure/Building Projects
3. Private Development Projects
4. Capital Improvement Plan Budget
5. Budget vs. Expenditures
6. TIF Fund
7. Annual Report

CITY OF KAUFMAN, TEXAS
TAX INCREMENT FINANCING DISTRICT
REINVESTMENT ZONE
As of September 30, 2020

YEAR END SUMMARY OF MEETINGS/CITY COUNCIL ACTIONS

During the period from October 1, 2019 through September 30, 2020, the City of Kaufman Reinvestment Zone TIRZ Board of Directors met on February 24, 2020.

On February 24, 2020, the Board reviewed the FY19 Tax Increment Reinvestment Zone #1 Annual Report.

On September 30, 2020, the Board members were: Jeff Jordan, Barry Ratcliffe, Matt Phillips, and Charles Gillenwater – all City of Kaufman appointees and Mike Hunt – Kaufman County appointee.

During the period from October 1, 2019 through September 30, 2020, the Kaufman City Council took the following action:

On February 24, 2020, Council approved the FY19 Tax Increment Reinvestment Zone #1 Annual Report.

On September 30, 2020, the Council members were: Jeff Jordan- Mayor; Patty Patterson – Mayor Pro-Tem; Barry Ratcliffe – Council Member; Matt Phillips – Council Member; Carol Aga – Council Member; Jeff Council – Council Member; and Charles Gillenwater – Council Member.

CITY OF KAUFMAN, TEXAS
TAX INCREMENT FINANCING DISTRICT
REINVESTMENT ZONE
As of September 30, 2020

PUBLIC INFRASTRUCTURE/BUILDING PROJECTS

2017-2018

The Kings Fort Parkway extension to the newly constructed Highway 34 Bypass, was completed and accepted by the City on March 19, 2018, total cost of the project was \$7,071,923.53.

The purchase of 4.51 acres of land for a total sum of \$638,004.25 was completed in August 2018.

2018-2019

Construction of public improvements for the Georgetown at Kings Fort development, a proposed 305 single family lot community, have commenced with a total estimated public improvement cost budget of \$7,102,656*. The total budget includes approximately \$6,841,799 in direct costs and \$260,857 in major improvement costs, of which 75.59% is to be financed with TIRZ increments. For a detailed breakdown of the budgeted public costs and expenditures referenced above, please see Appendix A of this report.

Construction of the Lion's Den water line extension was completed in May 2019 for a total cost of \$318,848.00.

2019-2020

Construction of the public improvements for the Georgetown at Kings Fort development, a proposed 305 single family lot community, has been progressing.

PRIVATE DEVELOPMENT PROJECTS

2017-2018

There were no private development projects for FY 2017-2018.

2018-2019

Construction of private improvements for the Georgetown at Kings Fort development, a proposed 305 single family lot community, have commenced with a total estimated private improvement cost budget of \$3,351,290. For a detailed breakdown of the budgeted private costs and expenditures referenced above, please see Appendix A of this report.

*Note – The related TIRZ obligation (75.59%) relates only to the public improvement costs discussed above – direct costs (\$6,841,799) and the major improvement costs (\$260,857) totaling approximately \$7,102,656.

2019-2020

There were no private development projects for FY 2019-2020.

CITY OF KAUFMAN, TEXAS
TAX INCREMENT FINANCING DISTRICT
REINVESTMENT ZONE

As of September 30, 2020

CAPITAL IMPROVEMENT PLAN

BUDGET

<u>Improvements</u>	<u>Costs</u>
Water Facilities and Improvements	\$8,274,005
Sanitary Sewer Facilities and Improvements	\$4,964,403
Storm Water Facilities and Improvements	\$3,309,602
Street and Intersection Improvements	\$33,096,021
Open space, Park and Recreation Facilities and Improvements	\$20,685,013
Utilities and Street Lighting	\$4,137,003
Economic Development Grants	\$7,446,605
Administrative Costs	\$827,402
Total Improvement Costs	<u>\$82,740,054</u>

CITY OF KAUFMAN, TEXAS
TAX INCREMENT FINANCING DISTRICT
REINVESTMENT ZONE

As of September 30, 2020

BUDGET VS. EXPENDITURES

Project	<u>Current Budget</u>	<u>Committed \$ to Date</u>	<u>Expended \$ to Date¹</u>	<u>Balance to Fund</u>
Water Facilities and Improvements	\$8,274,005	\$727,895	\$727,895	\$7,546,110
<i>Georgetown at Kings Fort Development</i>	<i>\$899,724</i>	<i>\$409,047</i>	<i>\$409,047</i>	<i>\$490,677</i>
<i>Lion's Den Water Line Extension</i>	<i>\$318,848</i>	<i>\$318,848</i>	<i>\$318,848</i>	<i>\$0</i>
<i>Future Water Facilities and Improvements</i>	<i>\$7,055,433</i>	<i>\$0</i>	<i>\$0</i>	<i>\$7,055,433</i>
Sanitary Sewer Facilities and Improvements	\$4,964,403	\$172,759	\$172,759	\$4,791,644
<i>Georgetown at Kings Fort Development</i>	<i>\$576,631</i>	<i>\$172,759</i>	<i>\$172,759</i>	<i>\$403,872</i>
<i>Future Sanitary Sewer Facilities and Improvements</i>	<i>\$4,387,772</i>	<i>\$0</i>	<i>\$0</i>	<i>\$4,387,772</i>
Storm Water Facilities and Improvements	\$3,309,602	\$458,459	\$458,459	\$2,851,143
<i>Georgetown at Kings Fort Development</i>	<i>\$1,143,825</i>	<i>\$458,459</i>	<i>\$458,459</i>	<i>\$685,365</i>
<i>Future Storm Water Facilities and Improvements</i>	<i>\$2,165,777</i>	<i>\$0</i>	<i>\$0</i>	<i>\$2,165,777</i>
Street and Intersection Improvements	\$33,096,021	\$7,774,713	\$7,774,713	\$25,321,308
<i>Kings Fort Parkway Extension</i>	<i>\$7,100,000</i>	<i>\$7,071,924</i>	<i>\$7,071,924</i>	<i>\$28,076</i>
<i>Georgetown at Kings Fort Development</i>	<i>\$2,705,664</i>	<i>\$702,789</i>	<i>\$702,789</i>	<i>\$2,002,875</i>
<i>Future Street and Intersection Improvements</i>	<i>\$23,290,357</i>	<i>\$0</i>	<i>\$0</i>	<i>\$23,290,357</i>
Open space, Park and Recreation Facilities and Improvements	\$20,685,013	\$652,739	\$652,739	\$20,032,274
<i>Georgetown at Kings Fort Development</i>	<i>\$42,766</i>	<i>\$14,735</i>	<i>\$14,735</i>	<i>\$28,031</i>
<i>Georgetown at Kings Fort Park Improvements</i>	<i>\$1,470,750</i>	<i>\$0</i>	<i>\$0</i>	<i>\$1,470,750</i>
<i>Land purchase (4.51 acres)</i>	<i>\$638,004</i>	<i>\$638,004</i>	<i>\$638,004</i>	<i>\$0</i>
<i>Future Open Space, Park and Recreation Facilities and Improvements</i>	<i>\$18,533,493</i>	<i>\$0</i>	<i>\$0</i>	<i>\$18,533,493</i>
Utilities and Street Lighting	\$4,137,003	\$0	\$0	\$4,137,003
Economic Development Grants	\$7,446,605	\$0	\$0	\$7,446,605
Administrative Costs	\$827,402	\$0	\$0	\$827,402
Total	\$82,740,054	\$9,786,565	\$9,786,565	\$72,953,489

1 – The Expended \$ to date amounts shown represent TIRZ obligation to be paid from increments as such increments become available. The Expended \$ to date for the Georgetown at Kings Fort Development represent TIRZ-funded portion (75.59%) of the public infrastructure amounts spent through September 30, 2020 as provided by the Developer and attached as Appendix A to this report.

CITY OF KAUFMAN, TEXAS
TAX INCREMENT FINANCING DISTRICT
REINVESTMENT ZONE

As of September 30, 2020

TIF FUND

	CAPITAL PROJECTS \$	DEBT SERVICE \$	TOTAL \$
Beginning Balance:			
October 1, 2019	0	0	0.00
Revenues:			
FY20 County Tax Increment	0	0	43,846.05
FY20 City Tax Increment	0	0	96,146.20
TOTAL REVENUES	0	0	139,992.25
Expenditures:			
TOTAL EXPENDITURES	0	0	124,992.25
Ending Balance:			
September 30, 2020	0	0	15,000.00

CITY OF KAUFMAN, TEXAS
TAX INCREMENT FINANCING DISTRICT
REINVESTMENT ZONE
As of September 30, 2020

ANNUAL REPORT

Chapter 311.016 of V. C. T. A. requires the following information as part of the annual report on the status of the TIF District.

1. Amount and source of revenue in the tax increment fund established for the zone:

\$ 43,846.05	Tax Increment from Kaufman County
\$ 96,146.20	Tax Increment from City of Kaufman
\$ 139,992.25	Total Revenue

2. Amount and purpose of the expenditures from the fund:

\$ 32.61	Art. 3, Sect. 3.1(c) of Lion's Den Agreement
\$ 124,210.40	Art. 4, Sect. 4.2 (d) TIF Agreement (JWS, Land Ltd. – Kings Fort Extension)
\$ 749.24	Art. 4, Sect. 4.2(e) Res. TIF Agreement (PID)
\$ 124,992.25	Total TIRZ Expenditures (Reimbursed) for FY 2020

**Note: \$ 15,000.00 Estimated Administrative Expense Reimbursement Allowance (TIRZ Fund Balance)*

\$ 124,992.25 Total Expenditures
Purpose: TIF agreements (JWS, Land Ltd., Lion's Den, and PID)

3. Amount of Principal and Interest due on outstanding indebtedness is as follows:
 - I. Contributions/Advances from developers –none
 - II. Bonds issued and payment schedule to retire bonds – none

4. Tax Increment base and current captured appraised value retained by the zone for Tax Year 2019:

Taxing Jurisdiction	Base Year	Net Taxable Value 2019	Base Value	Captured Appraised Value 2019
City of Kaufman				
TIRZ #1	2015	41,179,851	24,078,300	18,059,415
TIRZ #1A	2016	13,811,479	8,572,619	5,336,249
Kaufman County				
TIRZ #1	2015	41,182,133	24,078,300	18,059,415
TIRZ #1A	2016	13,811,479	8,527,619	5,336,249

CITY OF KAUFMAN, TEXAS
TAX INCREMENT FINANCING DISTRICT
REINVESTMENT ZONE
As of September 30, 2020

ANNUAL REPORT
Continued

5. Captured appraised value by the municipality and other taxing units, the total amount of the tax increment received, and any additional information necessary to demonstrate compliance with the tax increment financing plan adopted by the governing body of the municipality.

- I. Total amount of tax increment received by the municipality and other participating taxing jurisdictions received in FY 2020.

Taxing Jurisdiction	Base Year	Amount of 2019 Increment	Amount Due Based On Collections	Amount Received
<i>City of Kaufman</i> (0.41096)	TIRZ #1 2015	\$74,216.49	\$74,216.49	\$74,216.49
	TIRZ #1A 2016	\$21,929.71	\$21,929.71	\$21,929.71
Total received from municipality based on 2019 valuations			\$96,146.20	\$96,146.20
<i>Kaufman County</i> (0.18741)	TIRZ #1 2015	\$33,845.33	\$33,845.33	\$33,845.33
	TIRZ #1A 2016	\$10,000.72	\$10,000.72	\$10,000.72
Total received from county based on 2019 valuations			\$43,846.05	\$43,846.05
Total received from municipality and other taxing jurisdictions based on 2019 valuations in FY 2020:				\$139,992.25

Total Amount paid for TIF Agreements. In FY 2020: \$124,992.25

\$ 15,000.00 Retained in TIRZ Fund Balance for Administrative Expense Allowance

- II. Amount of tax increment received in FY 2020 from the municipality and the other taxing jurisdictions based on 2019 valuations was \$ 139,992.25.
- a. The total amount received by JWS Land, Ltd. For Art. 4, Sect. 4.2 (d) TIF Agreement from the municipality and other taxing jurisdictions in FY 2020 for reimbursement of public improvements was: \$ 124,210.40.
 - b. The total amount received by Lion's Den for Art. 3, Sect 3.1 (c) – Lion's Den Agreement from the municipality and other taxing jurisdictions in FY 2020 was: \$ 32.61.
 - c. The total amount transferred to the PID fund for Art. 4, Section 4.2 (e) Res. TIF Agreement from the municipality and other taxing jurisdictions in FY 2020 was: \$ 749.24.
 - d. The total amount retained in the TIRZ Fund for Administrative Expense Reimbursement Allowance from the municipality and other taxing jurisdictions in FY 2020 was: \$ 15,000.00.
- III. Other Information: None

GEORGETOWN AT KINGS FORT - 305 Single Family Lots
PUBLIC IMPROVEMENT DISTRICT COST BREAKDOWN

9/30/2020
SUMMARY

DIRECT PUBLIC COSTS					Total	
			1A - 59 Lots completed	1B - 66 Lots		
1	Clearing / Excavation		\$	50,178	\$ 50,178.00	
2	Water		\$	214,576	\$ 214,575.50	
3	Sanitary Sewer		\$	164,598	\$ 164,598.00	
4	Storm Sewer		\$	479,663	\$ 479,663.40	
5	Pavement		\$	579,489	\$ 579,488.65	
6	Retaining Walls		\$	-	\$ -	
7	Erosion Control		\$	-	\$ -	
8	Amenities/Landscaping/Screening		\$	14,750	\$ 14,750.00	
9	Franchise Utilities				\$ -	
10	Miscellaneous				\$ -	
Hard Cost Subtotal			\$	1,503,254	\$ -	\$ 1,503,253.55
11	Engineering/Surveying	10%	\$	247,110	\$ 98,462	\$ 345,572.07
12	Construction Management	1%	\$	76,053	\$ 4,173	\$ 80,226.06
13	District Formation Costs		\$	147,836		\$ 147,836.00
14	Contingency					\$ -
15	Soft Cost Subtotal		\$	470,999	\$ 102,635	\$ 573,634.13
TOTAL DIRECT COSTS			\$	1,974,253	\$ 102,635	\$ 2,076,887.68

MAJOR IMPROVEMENTS (CTAL BENEFIT)					Total
			1A - 59 Lots	1B - 66 Lots	
1	Clearing / Excavation				
2	Water		\$ 208,495		\$ 208,494.50
3	Miscellaneous				
Hard Cost Subtotal			\$ 208,495		\$ 208,494.50
4	Engineering/Surveying	10%	\$ 34,273		\$ 34,273.05
5	Construction Management	1%	\$ 5,896		\$ 5,895.60
6	Contingency				\$ -
7	Soft Cost Subtotal		\$ 40,169		\$ 40,168.65
TOTAL MAJOR IMPROVEMENT COSTS			\$ 248,663	\$ -	\$ 248,663.15

PRIVATE COSTS					Total
			Summary	1B - 66 Lots	
1	Clearing / Excavation		\$ 177,121		\$ 177,120.50
2	Retaining Walls				\$ -
3	Erosion Control		\$ 23,501		\$ 23,500.75
4	Amenities/Landscaping/Screening		\$ 231,890		\$ 231,890.25
5	Franchise Utilities		\$ 29,400		\$ 29,400.01
6	Miscellaneous				\$ -
Hard Cost Subtotal			\$ 461,912	\$ -	\$ 461,911.51
7	Engineering/Surveying	10%	\$ 66,645		\$ 66,645.50
8	Construction Management	1%	\$ 26,796		\$ 26,796.16
9	Contingency				\$ -
10	Soft Cost Subtotal		\$ 93,442	\$ -	\$ 93,441.66
TOTAL PRIVATE COSTS			\$ 555,353	\$ -	\$ 555,353.17

GRAND TOTAL COSTS	\$ 2,778,269	\$ 102,635	\$ 2,880,904.01
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Tax Increment Finance (TIF) Registry

New Tax Increment Reinvestment Zone

PLEASE PRINT OR TYPE, DO NOT WRITE IN SHADED AREAS.

Please fill out the complete form and attach other documentation (See *Instructions on page 2.*)

STEP 1: Contact Information

Designating City or County

Contact Person

Title

Current Mailing Address (*number and street*)

City

County

ZIP Code

Phone (*area code and number*)

Fax Number

E-mail Address

STEP 2: Tax Increment Reinvestment Zone Information

1. Name of the tax increment reinvestment zone (TIRZ): _____

DO NOT USE ORDINANCE OR RESOLUTION NUMBERS FOR ZONE NAME

2. Included documentation attached to this form (*check all that apply*):

☐ Creation Documentation ☐ Project Plan ☐ Financing Plan

3. The zone's effective creation date: _____

4. The zone's termination date: _____

5. Size of the zone in acres (*please provide a description of the zone boundaries in attached documentation*): . . . _____

6. What are the GPS coordinates for the boundaries of the reinvestment zone (for each corner)?

7. Type(s) of property that are currently in this zone (*check all that apply*):

☐ Industrial/Commercial ☐ Residential ☐ Both

8. Types of improvement projects planned (check all that apply):

Public Projects

☐ Public Buildings and Facilities

☐ Roadwork

☐ Water/Sewer and Drainage

☐ Parks

☐ Other Infrastructure: _____

Other Projects

☐ Facade Renovation

☐ Parking

☐ Historical Preservation

☐ Transit

☐ Affordable Housing

☐ Economic Development

☐ Other: _____

9. Tax increment base (in dollars): _____

10. List all participating taxing units and agreed upon tax increments:

Taxing Unit	Tax Increment Percentage	Dates Tax Increment is in Effect
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

STEP 3: Signature of Person Completing Form

sign
here ➡

Authorized Signature

Title

Date

Instructions

State Law (Section Sec. 311.019, Tax Code) requires the **municipality or county that designates a reinvestment zone** or approves a project plan or reinvestment zone financing plan to deliver to the Comptroller **before April 1 of the year following the year in which the zone is designated** a report of the project plan and the reinvestment zone financing plan to be included in the central registry. This form and a copy of the plans designating the zone must be submitted to the Texas Comptroller of Public Accounts at the address below:

Comptroller of Public Accounts
Data Analysis and Transparency Division
Post Office Box 13528
Austin, Texas 78711-3528

For assistance or to request additional forms, call toll free, 1-800-531-5441 ext. 3-4679. You may also obtain additional forms at comptroller.texas.gov/economy/local/ch311/reporting.php. From a Telecommunication Device for the Deaf (TDD), call 1-800-248-4099 or 512/463-4621.

Step 1: Contact Information

This provides the Comptroller information on the entity initiating the tax increment reinvestment zone and a contact person. If your entity did not designate a new tax increment reinvestment zone in your taxing area, you do NOT need to submit this form.

Step 2: Tax Increment Reinvestment Zone Information

Please include the reinvestment zone name listed in the ordinance or resolution creating the zone. Indicate the documentation included with the form. If the documentation is not complete, please attach a copy of the form to the missing documentation and submit it when the documentation is available. Include the zone's effective date, termination date, size in acreage, and types of property within the zone. If the listed types of improvement do not fit the project plan, check other and include the type of improvement. Include the tax increment base and list all the parties participating in the tax increment reinvestment zone and their degree of participation.

Step 3: Signature of Person Completing Form

The person signing the report should be the same person listed in Step 1 as the contact person.

RESOLUTION NO. R-13-21

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KAUFMAN, TEXAS
COMMENDING AND RECOGNIZING COMMUNITY LIFE CHURCH OF
KAUFMAN FOR PROVIDING WARMING SERVICES TO THE CITY OF
KAUFMAN AND ITS RESIDENTS DURING RECENT UNPRECEDENTED
WINTER WEATHER; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, beginning on February 12, 2021, Texas Governor Greg Abbott issued a declaration of disaster for all 254 counties of Texas for unprecedented winter weather; and

WHEREAS, observance of this recent severe winter weather provides the City Council with the opportunity to commend and to express appreciation to Community Life Church of Kaufman for the many valuable contributions made, and quality services provided, to the City of Kaufman and its residents, during the recent unprecedented weather; and

WHEREAS, the City Council desires to recognize Community Life Church of Kaufman for opening its doors to provide a warm place for the citizens of Kaufman during recent severe winter weather and for outstanding service and dedication to the community.

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

Section 1. The City Council hereby commends and extends thanks to Community Life Church of Kaufman, along with its numerous volunteers, for efforts extended and service provided to the citizens of Kaufman during the recent unprecedented severe winter weather that began February 12, 2021. The City Council hereby specially recognizes Community Life Church of Kaufman by approving this Resolution.

Section 2. This Resolution shall take effect from and after its date of passage in accordance with law.

PASSED and APPROVED by the City Council of the City of Kaufman, Texas on this 22nd day of February, 2021.

Mayor Jeff Jordan, City of Kaufman

Mayor Pro-Tem Patty Patterson, City of Kaufman

Carole Aga, Council Member, City of Kaufman

Jeff Council, Council Member, City of Kaufman

Lisa Parker, Council Member, City of Kaufman

Matt Phillips, Council Member, City of Kaufman

Barry Ratcliffe, Council Member, City of Kaufman

Michael T. Slye, City Manager, City of Kaufman

ATTEST:

Jessie Hanks, City Secretary
City of Kaufman, Texas

APPROVED AS TO FORM:

Patricia Adams, City Secretary
City of Kaufman, Texas

RESOLUTION NO. R-14-21

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KAUFMAN, TEXAS
COMMENDING AND RECOGNIZING FIRST BAPTIST CHURCH OF KAUFMAN
FOR PROVIDING WARMING SERVICES TO THE CITY OF KAUFMAN AND ITS
RESIDENTS DURING RECENT UNPRECEDENTED WINTER WEATHER; AND
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, beginning on February 12, 2021, Texas Governor Greg Abbott issued a declaration of disaster for all 254 counties of Texas for unprecedented winter weather; and

WHEREAS, observance of this recent winter weather provides the City Council with the opportunity to express appreciation to First Baptist Church of Kaufman for the many valuable contributions made, and quality services provided, to the City of Kaufman and its residents, during the recent unprecedented winter weather; and

WHEREAS, the City Council desires to recognize First Baptist Church of Kaufman for opening its doors to provide a warm place for the citizens of Kaufman during recent severe winter weather and for outstanding service and dedication to the community.

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

Section 1. The City Council hereby commends and extends thanks to First Baptist Church of Kaufman, along with its numerous volunteers, for efforts extended and service provided to the citizens of Kaufman during the recent unprecedented severe winter weather that began February 12, 2021. The City Council hereby specially recognizes First Baptist Church of Kaufman by approving this Resolution.

Section 3. This Resolution shall take effect from and after its date of passage in accordance with law.

PASSED and APPROVED by the City Council of the City of Kaufman, Texas on this 22nd day of February, 2021.

Mayor Jeff Jordan, City of Kaufman

Mayor Pro-Tem Patty Patterson, City of Kaufman

Carole Aga, Council Member, City of Kaufman

Jeff Council, Council Member, City of Kaufman

Lisa Parker, Council Member, City of Kaufman

Matt Phillips, Council Member, City of Kaufman

Barry Ratcliffe, Council Member, City of Kaufman

Michael T. Slye, City Manager, City of Kaufman

ATTEST:

Jessie Hanks, City Secretary
City of Kaufman, Texas

APPROVED AS TO FORM:

Patricia Adams, City Secretary
City of Kaufman, Texas



**MINUTES OF THE
CITY COUNCIL MEETING
MONDAY, JANUARY 25, 2021 - 6:00 PM
CITY HALL COUNCIL CHAMBERS
209 S. WASHINGTON STREET
KAUFMAN, TEXAS 75142**

PLEDGE OF ALLEGIANCE

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

Mayor Jordan called the City Council meeting to order at 6:03 PM. Councilmembers present were Jeff Jordan, Patty Patterson, Matt Phillips, Carole Aga, Jeff Council, and Barry Ratcliffe. Councilmember Lisa Parker joined the meeting at 6:41 PM. Mayor Jordan declared a quorum present. Also present were City Manager Mike Slye, Assistant City Manager Mike Holder, City Attorney Patricia Adams, City Secretary Jessie Hanks, Finance Director Mary Wennerstrom, Development Services Director Marcy Ratcliff, Fire Chief Ronnie Davis, and Police Chief Dana Whitaker.

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.

CONSENT AGENDA

1. Consider and take appropriate action on the Minutes of the January 7, 2021, Special City Council Meeting.

Mayor Pro-Tem Patterson made a motion to approve consent agenda item 1. The motion was seconded by Councilmember Aga and passed 6/0.

END OF CONSENT AGENDA

REPORTS

2. Receive an update and discussion regarding the following:
 - a. The Annual Report for the Kaufman Fire Department for the Calendar Year 2020.

Chief Davis presented the Kaufman Fire Department's annual report for 2020. He informed Council there has been an increase in calls from 2019 to 2020. He explained all the various calls the department responds to and the corresponding number of calls.

- b. The Annual Crime Report for the Kaufman Police Department for the Calendar Year 2020.

Chief Whitaker presented the 2020 Annual Crime Report for the Kaufman Police Department. He informed Council that overall crime is down by 15% from last year. He explained and reviewed the various statistics associated with the report.

PUBLIC HEARING

3. Conduct a public hearing, consider and take appropriate action on Ordinance O-04-21 amending the City of Kaufman Subdivision Ordinance O-24-99, as amended, codified as Chapter 94 of the City of Kaufman Code of Ordinances, for the adoption of parkland dedication requirements and related fees in order to provide adequate neighborhood and community parks and recreation facilities. (Case No. SO-01-21)

- a. Presentation.

Mr. Slye stated the public hearing needs to be opened and continued as the Ordinance is not ready to be considered.

- b. PUBLIC HEARING.

Mayor Jordan opened the public hearing at 6:20 PM and continued to public hearing to the February 22, 2021, Regular City Council Meeting.

- c. Consider and take appropriate action on Ordinance O-04-21

DISCUSSION/ACTION ITEMS

4. Consider and take appropriate action on Ordinance O-01-21, an ordinance of the City of Kaufman, Texas, approving and authorizing the issuance and sale of the City of Kaufman Special Assessment Revenue Bonds, series 2021 (Kaufman Public Improvement District No. 1 Phases 1A and 1B); approving and authorizing an indenture of trust, a bond purchase agreement, limited offering memorandum, a continuing disclosure agreement, and other agreements and documents in connection therewith; making findings with respect to the issuance of such bonds; and providing an effective date

Mr. Slye reviewed the process that has occurred to get to the point of issuing this Bond debt. He explained the numbers and how they would be in effect.

Council Member Carole Aga made a motion to approve Ordinance O-01-21, an ordinance of the City of Kaufman, Texas, approving and authorizing the issuance and sale of the City of Kaufman Special Assessment Revenue Bonds, series 2021 (Kaufman Public Improvement District No. 1 Phases 1A and 1B); approving and authorizing an indenture of trust, a bond purchase agreement, limited offering memorandum, a continuing disclosure agreement, and other agreements and documents in connection therewith; making findings with respect to the issuance of such bonds. The motion was seconded by Mayor Pro-Tem Patty Patterson and Passed 6/0.

5. Consider and take appropriate action on Ordinance O-02-21, an ordinance of the City of Kaufman, ordering and calling the City's General Election to be held on May 1, 2021, for the purpose of electing a Mayor and three (3) people to serve as Council members for the City of Kaufman for a term of (2) years each; providing notice of election; providing for the approval

of a joint election and Contract for Election Services with Kaufman County; designating polling dates, times and locations for election day and early voting; and authorizing the Mayor or designee to execute necessary documents.

Ms. Hanks informed the council about the ordinance calling the General Election for May 1, 2021 and authorizing the joint contract with Kaufman County for Election services.

Council Member Jeff Council made a motion to approve Ordinance O-02-21, an ordinance of the City of Kaufman, ordering and calling the City's General Election to be held on May 1, 2021, as presented. The motion was seconded by Council Member Barry Ratcliffe and passed 6/0.

6. Consider and take appropriate action on Ordinance O-03-21, an ordinance of the City of Kaufman, Texas, providing for an amendment to the recycling services fee schedule by amending Section 86-44 "Recycling Services Fees", of Article II "Collection and Disposal", of Chapter 86 "Solid Waste", of the City's Code of Ordinances, to adjust monthly service fees for citizens electing to receive recycling services; and providing an effective date.

Mr. Slye explained Recyclops requested a change to their fee schedule in relation to the recycling fees. He outlined the changes and the impacts for the individuals who opt in to the service.

Mayor Pro-Tem Patty Patterson made a motion to approve Ordinance O-03-21, an ordinance of the City of Kaufman, Texas, providing for an amendment to the recycling services fee schedule by amending Section 86-44 "Recycling Services Fees", of Article II "Collection and Disposal", of Chapter 86 "Solid Waste", of the City's Code of Ordinances, to adjust monthly service fees for citizens electing to receive recycling services. The motion was seconded by Council Member Carole Aga and Passed 6/0.

7. Consider and take appropriate action on Resolution R-02-21, a resolution of the City of Kaufman, accepting Public Improvements for E. Ninth Street, Main Street and Circle Drive and establishing the date for a two (2) year warranty period.

Mr. Slye informed the Council that construction on E. Ninth Street, Main Street, and Circle Drive has been completed. He added that the City is ready to accept the improvements and issue the two year warranty deed.

Mayor Pro-Tem Patty Patterson made a motion to approve Resolution R-02-21, a resolution of the City of Kaufman, accepting Public Improvements for E. Ninth Street, Main Street and Circle Drive and establishing the date for a two (2) year warranty period as presented. The motion was seconded by Council Member Barry Ratcliffe and Passed 6/0.

8. Consider and take appropriate action on Resolution R-03-21, a resolution of the City of Kaufman, accepting the Kaufman Civic Center Public Improvements and establishing the date for a two (2) year warranty period.

Mr. Slye stated the construction at the Kaufman Civic Center is substantially complete. He reviewed a short punch list items that need to be completed. He informed Council the City was ready to accept the Public Improvements and beginning the warranty period. He stated that staff would be planning a grand opening and ribbon cutting ceremony.

Council Member Carole Aga made a motion to approve Resolution R-03-21, a resolution of the City of Kaufman, accepting the Kaufman Civic Center Public Improvements and establishing the date for a two (2) year warranty period as presented. The motion was seconded by Mayor Pro-Tem Patty Patterson and Passed 6/0.

9. Consider and take appropriate action on Resolution R-04-21, a resolution of the City of Kaufman, Texas, requesting the removal of portions of State Highway FM 1388 and S. Washington Street from the Texas Highway System; providing for the incorporation of premises; and providing an effective date.

Mr. Slye informed Council that this resolution accepts the Turnback provisions of the following TxDOT road segments: FM1388 from US175 to SH34 By Pass, and Bus SH34 (Washington Street) from the intersection of SH34 By Pass to the intersection of US175. All necessary Right of Way and assets will be transferred to City ownership. City will be responsible for all maintenance and operations of both of these segments.

Council Member Barry Ratcliffe made a motion to approve Resolution R-04-21 as presented. The motion was seconded by Mayor Pro-Tem Patty Patterson and Passed 7/0.

10. Consider and take appropriate action on Ordinance O-05-21, an ordinance of the City of Kaufman, Texas, repealing Article VI, "Truck Routes" of Chapter 102, "Traffic and Vehicles" of the Code of Ordinances and adopting a new Article VI, "Truck Routes" of Chapter 102 in order to update designated truck routes within the City, providing amendments to definitions and providing authority for the placement of signage; providing a penalty for violation; and providing an effective date.

Mr. Slye stated this ordinance will provide a dedicated/required thru truck route within the city limits of Kaufman. It will not authorize thru truck traffic on Washington Street or South Houston and require thru trucks to use SH34 By Pass and US175. This ordinance will provide the enabling legislation to enforce the new Thru Truck Route and provide for appropriate signage.

Council Member Lisa Parker made a motion to approve Ordinance O-05-21 as presented. The motion was seconded by Council Member Carole Aga and passed 7/0.

11. Consider and take appropriate action on Resolution R-05-21, a resolution of the City of Kaufman, Texas, supporting the development of the Juniper Pointe Apartments to be generally located at CR 151, Kaufman, Texas, in order to provide affordable rental housing; and providing an effective date.

Sandy Watson, representative from Juniper Apartments, reviewed the proposed development, the proposed selected location, and the opportunity for providing affordable housing to the community.

Council Member Jeff Council made a motion to approve Resolution R-05-21, a resolution of the City of Kaufman, Texas, supporting the development of the Juniper Pointe Apartments to be generally located at CR 151, Kaufman, Texas, in order to provide affordable rental housing; and providing an effective date. as presented. The motion was seconded by Council Member Lisa Parker and Passed 7/0.

12. Consider and take appropriate on the repair and/or replacement of the Kaufman Fire Engine 1.

Mr. Slye outlined the repairs that are needing to be repaired to get the current engine running, the cost associated, and the cost of the lease of another engine while the repairs are done on the engine. He explained the potential replacement of the engine and the costs associated. There were discussions about the two different options that were presented.

Councilmember Aga made a motion to replacement the Kaufman Fire Engine 1 with a 7 year lease through Pierce as recommended by staff. The motion was seconded by Councilmember Council and passed 7/0.

ANNOUNCEMENTS AND REPORTS FROM CITY MANAGER

13. Receive an update and discussion regarding the following:
 - a. Financial Update.
 - b. Kaufman Square Parking Update
 - c. Council Retreat
 - d. First day to file application for a place on the Ballot for the City's General Election, January 13, 2021. Last day to file application - February 12, 2021.
 - e. Discussion Items Report (DIR)
 - f. Performance Measures Update
 - g. STAR Transit Ridership Report- December 2020
 - h. Fire Department Monthly Report- December 2020
 - i. Monthly Calendars Attached

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

EXECUTIVE SESSION

Mayor Jordan adjourned into executive session at 7:24 PM

14. The City Council will recess into Executive Session pursuant to Texas Government Code for an executive session regarding the following:
 - a. Texas Government Code §551.072: Deliberation regarding Real Property, to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person: Kaufman Lake

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

Mayor Jordan reconvened into open session at 7:43 PM

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

There were no actions required.

ADJOURNMENT

There being no further business, Mayor Jordan adjourned the meeting at 7:44 PM

ATTEST:

**JEFF JORDAN
MAYOR**

**JESSIE HANKS
CITY SECRETARY**



Meeting
Date: 2/22/2021

Date: 2/8/2021

Item #: 6.

Dept.: Administration

Resolution

SUBJECT:

Consider and take appropriate action on Resolution No. R-06-21, a resolution of the City Council of the City of Kaufman, Texas, authorizing continued participation with the Atmos Cities Steering Committee; authorizing the payment of five cents per capita to the Atmos Cities Steering Committee to fund regulatory and related activities related to Atmos Energy Corporation; and providing an effective date.

BACKGROUND:

This is an annual event for Council to consider maintaining their membership in the ATMOS Steering Committee. These participating municipalities combine their resources to ensure fair & equitable treatment from the natural gas utility in terms of their rate structure and accompanying tariffs. Kaufman has been a long-standing member and the associated assessment for continued membership is \$389.40

Author:
Mike Slye, City Manager

Reviewed:
Mike Slye, City Manager

Cost:

Funds Available:

Source:

Recommendation: Staff recommends approval on Resolution R-06-21 as presented.

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

RESOLUTION NO. R-06-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KAUFMAN, TEXAS, AUTHORIZING CONTINUED PARTICIPATION WITH THE ATMOS CITIES STEERING COMMITTEE; AND AUTHORIZING THE PAYMENT OF FIVE CENTS PER CAPITA TO THE ATMOS CITIES STEERING COMMITTEE TO FUND REGULATORY AND RELATED ACTIVITIES RELATED TO ATMOS ENERGY CORPORATION; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

WHEREAS, the City is a member of ACSC; and

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

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

Section 1. That the City is authorized to continue its membership with the Atmos Cities Steering Committee to protect the interests of the City of Kaufman and protect the interests of the customers of Atmos Energy Corporation, Mid-Tex Division residing and conducting business within the City limits.

Section 2. The City is further authorized to pay its 2021 assessment to the ACSC in the amount of five cents (\$0.05) per capita.

Section 3. A copy of this Resolution and approved assessment fee payable to “*Atmos Cities Steering Committee*” shall be sent to:

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

Arlington, Texas 76010

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

PASSED AND APPROVED this 22nd day of February, 2021.

JEFF JORDAN
MAYOR

ATTEST:

JESSIE HANKS
CITY SECRETARY

APPROVED AS TO FORM:

PATRICIA A. ADAMS
CITY ATTORNEY

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

Invoice

Date	Invoice #
1/11/2021	21-85

Bill To
City of Kaufman

Item	Population	Per Capita	Amount
2021 Membership Assessment	7,788	0.05	389.40
Please make check payable to: Atmos Cities Steering Committee and mail to Atmos Cities Steering Committee, Attn: Brandi Stigler, Arlington City Attorney's Office, 101 S. Mesquite St., Ste 300, MS #63-0300, Arlington, Texas 76010		Total	\$389.40

STAFF REPORT ON ASSESSMENT RESOLUTION FOR ATMOS CITIES STEERING COMMITTEE

Purpose of the Resolution:

Most municipalities have retained original jurisdiction over gas utility rates and services within municipal limits. The Atmos Cities Steering Committee (“ACSC”) is composed of 178 municipalities in the service area of Atmos Energy Corporation, Mid-Tex Division that have retained original jurisdiction. Atmos is a monopoly provider of natural gas. Because Atmos has no competitors, regulation of the rates that it charges its customers is the only way that cities can ensure that natural gas rates are fair. Working as a coalition to review the rates charged by Atmos allows cities to accomplish more collectively than each city could do acting alone. Cities have more than 100 years experience in regulating natural gas rates in Texas.

ACSC is the largest coalition of cities served by Atmos Mid-Tex. There are 178 ACSC member cities, which represent more than 60 percent of the total load served by Atmos-Mid Tex. ACSC protects the authority of municipalities over the monopoly natural gas provider and defends the interests of residential and small commercial customers within the cities. Although many of the activities undertaken by ACSC are connected to rate cases (and therefore expenses are reimbursed by the utility), ACSC also undertakes additional activities on behalf of municipalities for which it needs funding support from its members.

The ACSC Membership Assessment Supports Important Activities:

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

Explanation of Resolution Paragraphs:

- I. This paragraph authorizes the continuation of the City’s membership in ACSC.
- II. This paragraph authorizes payment of the City’s assessment to the ACSC in the amount of five cents (\$0.05) per capita.
- III. This paragraph requires notification that the City has adopted the Resolution.

Payment of Assessment

The assessment payment check should be made out to “*Atmos Cities Steering Committee*” and mailed to Brandi Stigler, Atmos Cities Steering Committee, c/o Arlington City Attorney’s Office, Mail Stop 63-0300, 101 S. Mesquite St., Suite 300, Arlington, Texas 76010.

MEMORANDUM

TO: Atmos Cities Steering Committee

FROM: Jennifer Richie, Chair, Atmos Cities Steering Committee

DATE: January, 2021

RE: **Action Needed - 2021 Atmos Cities Steering Committee Membership Assessment Invoice**

On December 10, 2020, the Atmos Cities Steering Committee (“ACSC”) held a quarterly meeting with representatives from Atmos Energy. During the meeting, the group held a discussion of upcoming natural gas issues and approved the assessment for ACSC membership. Using the population-based assessment protocol previously adopted by ACSC, the assessment for 2021 is a per capita fee of \$0.05. This is the same amount as was adopted for 2019 and 2020.

ACSC protects the authority of municipalities over the monopoly natural gas provider and defends the interests of the residential and small commercial customers within the cities. Cities are the only consumer advocates that work to keep natural gas rates reasonable. The work undertaken by ACSC has saved ratepayers millions of dollars in unreasonable charges. In order to continue to be an effective voice at the Railroad Commission, at the Legislature, and in the courts, ACSC must have your support. Please take action to pay the membership assessment as soon as possible. Payment of the membership assessment fee shall be deemed to be in agreement with the terms of the ACSC participation agreement.

Although ACSC does not require that your city take action by resolution to approve the assessment, some members have requested a model resolution authorizing payment of the 2021 membership assessment. To assist you in the assessment process, we have provided the following documents for your use:

- ACSC 2020 Year in Review
- Model resolution approving the 2021 assessment (optional, provided for those cities that have requested a resolution to authorize payment)
- Model staff report supporting the resolution
- List of Atmos Cities Steering Committee members
- 2021 Assessment invoice
- 2020 Assessment invoice and statement (only included if not yet paid)
- Blank member contact form to update the distribution lists

Please forward the membership assessment fee and, if applicable, the signed resolution to Brandi Stigler, Atmos Cities Steering Committee, c/o City Attorney’s Office, Mail Stop 63-0300, 101 S. Mesquite St., Suite 300, Arlington, Texas 76010. Checks should be made payable to: *Atmos Cities Steering Committee*.

If you have any questions, please contact ACSC Chair Person, Jennifer Richie (254/750-5688). ACSC’s counsel, Thomas Brocato (tbrocato@lglawfirm.com) at 512/322-5857 is also available to assist you.

2020 ACSC NEWSLETTER



2020 YEAR IN REVIEW ISSUE

This past year was a busy one for ACSC. This annual review highlights the significant events of 2020 that impacted ACSC and what's on the horizon next year.

ACSC Has a Productive 2020

This past year was another active year for the Atmos Cities Steering Committee (ACSC). On behalf of its member cities and their residents, ACSC participated in numerous proceedings before the Railroad Commission of Texas (RRC) and the Texas Legislature. This Year in Review highlights the significant events in 2020 that impacted ACSC and previews what is on the horizon for the coming year. Looking ahead, 2021 will likely be another busy year for ACSC at the RRC, the Texas Legislature, and the courts.



Atmos Mid - Tex and West Texas RRM's Settle

On March 31, 2020, Atmos Mid-Tex and West Texas submitted their 2020 Rate Review Mechanism (RRM) tariff filings.

Atmos has a statutory right to an annual increase in rates based on additional plant investment via a process that is referred to as "GRIP." RRM is a negotiated substitute for GRIP that only exists through the exercise of cities' original jurisdiction over rates and services. RRM is defined and controlled by ordinances that city councils adopted. The RRM tariff reflected in Mid-Tex and West Texas city ordinances is essentially a contractual commitment agreed to by both Atmos and cities.

Atmos Mid-Tex RRM Settlement

Atmos' Mid-Tex filing was based on a system-wide increase of \$136.3 million. The portion to be allocated to the ACSC member Cities was \$98.7 million. This request is significantly larger than any filing Atmos has ever made in its history. No prior request in a traditional rate case filed at the Railroad Commission has exceeded \$70 million. The largest amount previously requested from ACSC in a RRM filing was \$46.4 million in 2017. Atmos claims that 95%

of the increase relates to recovery of expenses related to pipe replacement, damage prevention, and leak surveying activities. Atmos states that in 2019 it replaced 188 miles of steel pipe, 77 miles of cast iron pipe, and over 24,000 steel service lines. Atmos also reports that in 2019 it performed more than one million line-locates, and found that excavators struck its lines more than 3,500 times. Additionally, Atmos surveyed approximately 13,500 miles of pipe.

On July 1, 2020, ACSC's consultants provided a report that proposed reducing the system wide request by roughly \$25 million and suggested that the additional increase to ACSC's rates should be limited to \$80.8 million. Two of the significant issues leading to adjustments were unreasonable excessive overtime pay and incentive compensation.

After negotiations, ACSC agreed to settle the Mid-Tex RRM at \$90 million with a two month delay in the effective date. ACSC's consultants have determined that the two month delay in effective date is worth between \$9 million and \$15 million, which would essentially bring Atmos Mid Tex's increase to about \$80.8 million.

Atmos maintains that the settlement on ACSC's Mid-Tex RRM will result in an economic advantage over the City of Dallas' settlement on an RRM-like filing.

Atmos West Texas RRM Settlement

While Atmos West Texas filed for a \$7.1 million increase, that filing was not consistent with the tariff it agreed to honor. The Company made adjustments to bring its request into compliance with the RRM tariff. Those necessary adjustments reduced the request to \$6.6 million (or roughly \$500,000 less than what would have been requested had the Company filed a traditional rate case). ACSC consultants produced a report that suggested

further adjustments of approximately \$2 million based upon a reasonableness review.

Because of COVID-19 virus issues, ACSC negotiated a two month delay in the October 1 Effective Date specified in the RRM tariff and a total increase of \$5.9 million. The two month delay in the Effective Date is worth around \$800,000.

West Texas Cities under RRM rates currently enjoy a slight economic advantage over cities that remain under GRIP rates (i.e., Lubbock and Amarillo). That economic advantage will continue with the adoption of this settlement.

Atmos West Texas Updates Rates to Include Triangle System

In late 2019, Atmos West Texas filed at the Railroad Commission of Texas (RRC) a Statement of Intent to include assets known as the "Triangle System" in its rate base (RRC Gas Utilities Docket No. 10900).

ACSC (West Texas Cities) intervened, engaged consultants, and filed testimony recommending adjustments for several items. Shortly thereafter, the parties entered into settlement discussions, and on January 22, 2020, filed a settlement agreement in the docket.

Atmos had requested an increase in revenues of \$266,000. The "black box" settlement results in a revenue decrease of \$300,000 and establishes some ongoing requirements related to future filings by Atmos.

On April 21, 2020, the RRC issued its Final Order, approving the settlement agreement. The settled reduction in revenues will have a very minimal effect on rates, and will be accompanied by a full reimbursement of the West Texas Cities' rate case expenses.

Atmos Pipeline-Texas Files 2020 Rider REV Adjustment

On August 14, 2020, Atmos Pipeline-Texas (APT) filed its 2020 Rider REV Adjustment (Rider REV) in Gas Utility Docket No. 10999. The Rider REV rate adjustment procedure was approved by the Railroad Commission of Texas (RRC) in Gas Utility Docket No. 10580. Every year APT conducts a true-up: if APT's revenues from transportation customers were less than the revenues set in GUD 10580, APT gets to apply a surcharge, but if APT collected more, they have to return revenue to transportation customers.

The 2020 adjustments affect the capacity charge component of the monthly customer charge for City Gate Service (CGS) Tariffs, and a Rate Schedule for Pipeline Transportation. APT serves city gate customers in Atmos' Mid-Tex division and additionally serves CoServe Gas, WTG Marketing, Inc., Corix Utilities (Texas), Inc., Texas Gas Services Co., Terra Gas Supply, and the Cities of Rising Star, Navasota, and Winona.

APT's 2020 Rider REV adjustment will decrease APT's rates established in GUD Nos. 10580 and 10718, as adjusted by GRIP filings, by \$48,667,624. So while APT rates will increase because of APT's GRIP filings (which resulted in a \$49 million rate increase), the 2020 Rider REV will limit that increase.

The RRC approved the filing at the October 20, 2020 open meeting.



Railroad Commission Adopts Measures to Address Coronavirus Threat

This year, the Railroad Commission of Texas (RRC) joined other state agencies and entities in adopting measures to address the threat presented by the COVID-19.

The RRC announced that most of its employees would be telecommuting, with the exception of a limited skeleton crew. This went into effect on Tuesday, March 17 and has continued throughout the year, until further notice. The public can still contact RRC Staff who are teleworking to ask questions about the energy industry, and operators can still contact the RRC about filings and processing. The RRC has also provided a 24-hour emergency number to report environmental emergencies.

Additionally, the RRC has no longer been accepting in-person filings. Parties may submit filings via U.S. Postal Service, FedEx or United Parcel Service. The RRC also provided a link to important resources for the public and for operators at the following web address: rrc.state.tx.us/covid19/.

The RRC established a process for operators, utilities, and other licensed companies and individuals to request a waiver from regulatory requirements. Entities may request waivers of RRC regulations by providing justifications as to why the regulatory requirements cannot be met. The RRC will review the waiver requests on a case-by-case basis and determine whether to accept or deny the request.

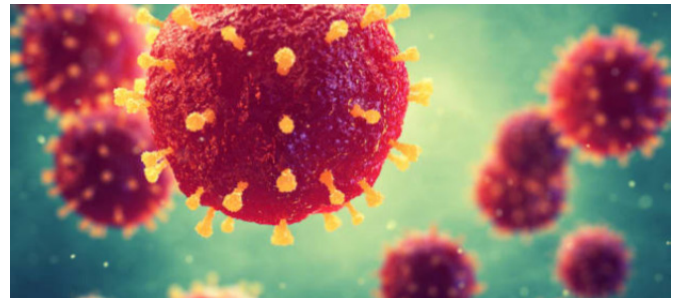
After the RRC cancelled its March 31, 2020 Open Meeting, the RRC has since held open meetings via virtual conference with full agendas.

[Recommendations to Suspend Disconnections and Accounting Mechanism for Recovery of Expenses Related to COVID-19](#)

In March, the RRC recommended that local gas

distribution companies temporarily suspend the disconnections of residential and small commercial gas utility customers for nonpayment while Texas remains in a State of Disaster, as declared by Governor Greg Abbott. In April, due to the financial uncertainty in collecting revenues due to the suspension of disconnects, the RRC authorized gas utilities the use of an accounting mechanism and subsequent process through which gas companies may seek future recovery of expenses resulting from the effects of COVID-19. Recoverable costs include but are not limited to: personal protective equipment; information technology equipment and associated costs to allow employees to work remotely; sanitizer and other cleaning supplies and services; medical and occupational health costs and services for advising employees that test positive or have been exposed to COVID-19 as a result of performing their job; bad debt and associated credit and collection costs; and other reasonable and necessary costs to address the impact of COVID-19 on gas utilities and their customers that would not have otherwise been incurred during the normal course of business.

Therefore, the RRC authorized each gas utility to record in a regulatory asset account the expenses associated with the COVID-19 State of Disaster. Any insurance proceeds resulting from claims, benefits resulting from government stimulus or other support programs, and/or donations or reimbursements received related to COVID-19 must be included as an offset to expenses in the regulatory account.



Republican Jim Wright Elected Railroad Commissioner

In the 2020 general election, Republican Jim Wright defeated Democrat Chrysta Castañeda in the election for a seat at the Texas Railroad Commission (RRC). The RRC consists of three commissioners who are elected for statewide, six-year, staggering terms, all of which have been Republicans for at least 25 years. No Democrat has been elected to any statewide seat in Texas since 1994.

Wright will replace Ryan Sitton, who lost to Wright in the GOP primary in March despite raising significant-

ly more money and who had the support of top state leaders including Gov. Greg Abbot, Lt. Gov. Dan Patrick, and both of the state's Republican U.S. senators. Wright also defeated Castañeda, who received support from environmental groups nationwide, as well as a late fundraising boost of \$2.6 million from Michael Bloomberg. Wright owns an oilfield waste services company, which, as Castañeda pointed out in her scathing campaign ads, was fined \$181,519 in 2017 for stockpiled waste that leaked into the soil and unpermitted stormwater ponds.

Atmos Energy Requests Rate Increase in Dallas

Atmos Energy (Atmos or Company) asked the City of Dallas to approve a rate increase for customers that would raise the company's revenues by \$18.3 million per year, or roughly 9.4%. This would result in a \$5.48 increase per month for the average customer. The City has limited control over the rate Atmos sets. Last year, the City Council denied Atmos' \$10.1 million rate increase, but the Commission approved an \$8.5 million rate increase.

Atmos said that its requested increase is due to the Company's efforts in 2019 to replace pipelines and better detect leaks. As you may recall, Atmos' aging pipelines have been under scrutiny after a natural gas explosion in northwest Dallas in February 2018 killed a 12 year-old girl. The Company says that it has eliminated over 16,000 leaks during the last fiscal year through "permanent replacement or repair" of pipelines in its mid-Texas region, according to its 2020 Dallas Annual Rate Review filing.

Members of the City Council agreed that pipeline quality and safety are important, but not all were convinced that approving the rate increase will lead to pipeline improvements. Council Member Lee Kleinman specified that he believes Atmos prioritizes paying dividends, and that when the City has approved rates in the past, the Company did not replace the aging infrastructure it should have.

On May 13, 2020, the City of Dallas deferred the timeline to act on Atmos' request due to COVID 19, until August 29, 2020.

On August 12, 2020, the City of Dallas determined that Atmos failed to demonstrate the reasonableness of the requested increase. Instead, Atmos and the City of Dallas agreed to an annual rate increase of \$15,800,000 to customers with the City.

The new rates went into effect as of September 1, 2020.



2021 ACSC Meetings

March 4
May 6
August 12
December 9

2021 Officers

Chair—Jennifer Richie (Waco)
Vice Chair—Meg Jakubik (Bedford)
Secretary—Adrienne Lothery (Colleyville)

For more questions or concerns regarding any ACSC matter or communication, please contact the following representative, who will be happy to provide assistance:



Thomas L. Brocato
(512) 322-5857
tbrocato@lglawfirm.com



Meeting
Date: 2/22/2021

Date: 2/8/2021

Item #: 7.

Dept.: Finance

Consent Agenda

SUBJECT:

Consider and take appropriate action on the FY-20 Tax Increment Reinvestment Zone #1 Annual Report.

BACKGROUND:

Tax Increment Reinvestment Zones are required to submit to the Texas State Comptroller an annual report of earnings and qualified expenses. The TIRZ #1 Board reviewed the 2020 report and recommends City Council approval.

Author:
Mary Wennerstrom, Finance Director

Reviewed:
Mike Slye, City Manager

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

Recommendation: Recommend approval of the 2020 TIRZ #1 report.

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

CITY OF KAUFMAN KAUFMAN, TEXAS



TAX INCREMENT FINANCING DISTRICT
REINVESTMENT ZONE, No. 1

ANNUAL REPORT

FISCAL YEAR 2020

(October 1, 2019 – September 30, 2020)

CITY OF KAUFMAN, TEXAS
TAX INCREMENT FINANCING DISTRICT
REINVESTMENT ZONE
As of September 30, 2020

1. Year End Summary of Meetings/City Council Actions
2. Public Infrastructure/Building Projects
3. Private Development Projects
4. Capital Improvement Plan Budget
5. Budget vs. Expenditures
6. TIF Fund
7. Annual Report

CITY OF KAUFMAN, TEXAS
TAX INCREMENT FINANCING DISTRICT
REINVESTMENT ZONE
As of September 30, 2020

YEAR END SUMMARY OF MEETINGS/CITY COUNCIL ACTIONS

During the period from October 1, 2019 through September 30, 2020, the City of Kaufman Reinvestment Zone TIRZ Board of Directors met on February 24, 2020.

On February 24, 2020, the Board reviewed the FY19 Tax Increment Reinvestment Zone #1 Annual Report.

On September 30, 2020, the Board members were: Jeff Jordan, Barry Ratcliffe, Matt Phillips, and Charles Gillenwater – all City of Kaufman appointees and Mike Hunt – Kaufman County appointee.

During the period from October 1, 2019 through September 30, 2020, the Kaufman City Council took the following action:

On February 24, 2020, Council approved the FY19 Tax Increment Reinvestment Zone #1 Annual Report.

On September 30, 2020, the Council members were: Jeff Jordan- Mayor; Patty Patterson – Mayor Pro-Tem; Barry Ratcliffe – Council Member; Matt Phillips – Council Member; Carol Aga – Council Member; Jeff Council – Council Member; and Charles Gillenwater – Council Member.

CITY OF KAUFMAN, TEXAS
TAX INCREMENT FINANCING DISTRICT
REINVESTMENT ZONE
As of September 30, 2020

PUBLIC INFRASTRUCTURE/BUILDING PROJECTS

2017-2018

The Kings Fort Parkway extension to the newly constructed Highway 34 Bypass, was completed and accepted by the City on March 19, 2018, total cost of the project was \$7,071,923.53.

The purchase of 4.51 acres of land for a total sum of \$638,004.25 was completed in August 2018.

2018-2019

Construction of public improvements for the Georgetown at Kings Fort development, a proposed 305 single family lot community, have commenced with a total estimated public improvement cost budget of \$7,102,656*. The total budget includes approximately \$6,841,799 in direct costs and \$260,857 in major improvement costs, of which 75.59% is to be financed with TIRZ increments. For a detailed breakdown of the budgeted public costs and expenditures referenced above, please see Appendix A of this report.

Construction of the Lion's Den water line extension was completed in May 2019 for a total cost of \$318,848.00.

2019-2020

Construction of the public improvements for the Georgetown at Kings Fort development, a proposed 305 single family lot community, has been progressing.

PRIVATE DEVELOPMENT PROJECTS

2017-2018

There were no private development projects for FY 2017-2018.

2018-2019

Construction of private improvements for the Georgetown at Kings Fort development, a proposed 305 single family lot community, have commenced with a total estimated private improvement cost budget of \$3,351,290. For a detailed breakdown of the budgeted private costs and expenditures referenced above, please see Appendix A of this report.

*Note – The related TIRZ obligation (75.59%) relates only to the public improvement costs discussed above – direct costs (\$6,841,799) and the major improvement costs (\$260,857) totaling approximately \$7,102,656.

2019-2020

There were no private development projects for FY 2019-2020.

CITY OF KAUFMAN, TEXAS
TAX INCREMENT FINANCING DISTRICT
REINVESTMENT ZONE

As of September 30, 2020

CAPITAL IMPROVEMENT PLAN

BUDGET

<u>Improvements</u>	<u>Costs</u>
Water Facilities and Improvements	\$8,274,005
Sanitary Sewer Facilities and Improvements	\$4,964,403
Storm Water Facilities and Improvements	\$3,309,602
Street and Intersection Improvements	\$33,096,021
Open space, Park and Recreation Facilities and Improvements	\$20,685,013
Utilities and Street Lighting	\$4,137,003
Economic Development Grants	\$7,446,605
Administrative Costs	\$827,402
Total Improvement Costs	<u>\$82,740,054</u>

CITY OF KAUFMAN, TEXAS
TAX INCREMENT FINANCING DISTRICT
REINVESTMENT ZONE

As of September 30, 2020

BUDGET VS. EXPENDITURES

Project	<u>Current Budget</u>	<u>Committed \$ to Date</u>	<u>Expended \$ to Date¹</u>	<u>Balance to Fund</u>
Water Facilities and Improvements	\$8,274,005	\$727,895	\$727,895	\$7,546,110
<i>Georgetown at Kings Fort Development</i>	<i>\$899,724</i>	<i>\$409,047</i>	<i>\$409,047</i>	<i>\$490,677</i>
<i>Lion's Den Water Line Extension</i>	<i>\$318,848</i>	<i>\$318,848</i>	<i>\$318,848</i>	<i>\$0</i>
<i>Future Water Facilities and Improvements</i>	<i>\$7,055,433</i>	<i>\$0</i>	<i>\$0</i>	<i>\$7,055,433</i>
Sanitary Sewer Facilities and Improvements	\$4,964,403	\$172,759	\$172,759	\$4,791,644
<i>Georgetown at Kings Fort Development</i>	<i>\$576,631</i>	<i>\$172,759</i>	<i>\$172,759</i>	<i>\$403,872</i>
<i>Future Sanitary Sewer Facilities and Improvements</i>	<i>\$4,387,772</i>	<i>\$0</i>	<i>\$0</i>	<i>\$4,387,772</i>
Storm Water Facilities and Improvements	\$3,309,602	\$458,459	\$458,459	\$2,851,143
<i>Georgetown at Kings Fort Development</i>	<i>\$1,143,825</i>	<i>\$458,459</i>	<i>\$458,459</i>	<i>\$685,365</i>
<i>Future Storm Water Facilities and Improvements</i>	<i>\$2,165,777</i>	<i>\$0</i>	<i>\$0</i>	<i>\$2,165,777</i>
Street and Intersection Improvements	\$33,096,021	\$7,774,713	\$7,774,713	\$25,321,308
<i>Kings Fort Parkway Extension</i>	<i>\$7,100,000</i>	<i>\$7,071,924</i>	<i>\$7,071,924</i>	<i>\$28,076</i>
<i>Georgetown at Kings Fort Development</i>	<i>\$2,705,664</i>	<i>\$702,789</i>	<i>\$702,789</i>	<i>\$2,002,875</i>
<i>Future Street and Intersection Improvements</i>	<i>\$23,290,357</i>	<i>\$0</i>	<i>\$0</i>	<i>\$23,290,357</i>
Open space, Park and Recreation Facilities and Improvements	\$20,685,013	\$652,739	\$652,739	\$20,032,274
<i>Georgetown at Kings Fort Development</i>	<i>\$42,766</i>	<i>\$14,735</i>	<i>\$14,735</i>	<i>\$28,031</i>
<i>Georgetown at Kings Fort Park Improvements</i>	<i>\$1,470,750</i>	<i>\$0</i>	<i>\$0</i>	<i>\$1,470,750</i>
<i>Land purchase (4.51 acres)</i>	<i>\$638,004</i>	<i>\$638,004</i>	<i>\$638,004</i>	<i>\$0</i>
<i>Future Open Space, Park and Recreation Facilities and Improvements</i>	<i>\$18,533,493</i>	<i>\$0</i>	<i>\$0</i>	<i>\$18,533,493</i>
Utilities and Street Lighting	\$4,137,003	\$0	\$0	\$4,137,003
Economic Development Grants	\$7,446,605	\$0	\$0	\$7,446,605
Administrative Costs	\$827,402	\$0	\$0	\$827,402
Total	\$82,740,054	\$9,786,565	\$9,786,565	\$72,953,489

1 – The Expended \$ to date amounts shown represent TIRZ obligation to be paid from increments as such increments become available. The Expended \$ to date for the Georgetown at Kings Fort Development represent TIRZ-funded portion (75.59%) of the public infrastructure amounts spent through September 30, 2020 as provided by the Developer and attached as Appendix A to this report.

CITY OF KAUFMAN, TEXAS
TAX INCREMENT FINANCING DISTRICT
REINVESTMENT ZONE

As of September 30, 2020

TIF FUND

	CAPITAL PROJECTS \$	DEBT SERVICE \$	TOTAL \$
Beginning Balance:			
October 1, 2019	0	0	0.00
Revenues:			
FY20 County Tax Increment	0	0	43,846.05
FY20 City Tax Increment	0	0	96,146.20
TOTAL REVENUES	0	0	139,992.25
Expenditures:			
TOTAL EXPENDITURES	0	0	124,992.25
Ending Balance:			
September 30, 2020	0	0	15,000.00

CITY OF KAUFMAN, TEXAS
TAX INCREMENT FINANCING DISTRICT
REINVESTMENT ZONE
As of September 30, 2020

ANNUAL REPORT

Chapter 311.016 of V. C. T. A. requires the following information as part of the annual report on the status of the TIF District.

1. Amount and source of revenue in the tax increment fund established for the zone:

\$ 43,846.05	Tax Increment from Kaufman County
\$ 96,146.20	Tax Increment from City of Kaufman
\$ 139,992.25	Total Revenue

2. Amount and purpose of the expenditures from the fund:

\$ 32.61	Art. 3, Sect. 3.1(c) of Lion's Den Agreement
\$ 124,210.40	Art. 4, Sect. 4.2 (d) TIF Agreement (JWS, Land Ltd. – Kings Fort Extension)
\$ 749.24	Art. 4, Sect. 4.2(e) Res. TIF Agreement (PID)
\$ 124,992.25	Total TIRZ Expenditures (Reimbursed) for FY 2020

**Note: \$ 15,000.00 Estimated Administrative Expense Reimbursement Allowance (TIRZ Fund Balance)*

\$ 124,992.25 Total Expenditures
Purpose: TIF agreements (JWS, Land Ltd., Lion's Den, and PID)

3. Amount of Principal and Interest due on outstanding indebtedness is as follows:
 - I. Contributions/Advances from developers –none
 - II. Bonds issued and payment schedule to retire bonds – none

4. Tax Increment base and current captured appraised value retained by the zone for Tax Year 2019:

Taxing Jurisdiction	Base Year	Net Taxable Value 2019	Base Value	Captured Appraised Value 2019
City of Kaufman				
TIRZ #1	2015	41,179,851	24,078,300	18,059,415
TIRZ #1A	2016	13,811,479	8,572,619	5,336,249
Kaufman County				
TIRZ #1	2015	41,182,133	24,078,300	18,059,415
TIRZ #1A	2016	13,811,479	8,527,619	5,336,249

CITY OF KAUFMAN, TEXAS
TAX INCREMENT FINANCING DISTRICT
REINVESTMENT ZONE
As of September 30, 2020

ANNUAL REPORT
Continued

5. Captured appraised value by the municipality and other taxing units, the total amount of the tax increment received, and any additional information necessary to demonstrate compliance with the tax increment financing plan adopted by the governing body of the municipality.

- I. Total amount of tax increment received by the municipality and other participating taxing jurisdictions received in FY 2020.

Taxing Jurisdiction	Base Year	Amount of 2019 Increment	Amount Due Based On Collections	Amount Received
<i>City of Kaufman</i> (0.41096)	TIRZ #1 2015	\$74,216.49	\$74,216.49	\$74,216.49
	TIRZ #1A 2016	\$21,929.71	\$21,929.71	\$21,929.71
Total received from municipality based on 2019 valuations			\$96,146.20	\$96,146.20
<i>Kaufman County</i> (0.18741)	TIRZ #1 2015	\$33,845.33	\$33,845.33	\$33,845.33
	TIRZ #1A 2016	\$10,000.72	\$10,000.72	\$10,000.72
Total received from county based on 2019 valuations			\$43,846.05	\$43,846.05
Total received from municipality and other taxing jurisdictions based on 2019 valuations in FY 2020:				\$139,992.25
Total Amount paid for TIF Agreements. In FY 2020:				\$124,992.25

\$ 15,000.00 Retained in TIRZ Fund Balance for Administrative Expense Allowance

- II. Amount of tax increment received in FY 2020 from the municipality and the other taxing jurisdictions based on 2019 valuations was \$ 139,992.25.
- The total amount received by JWS Land, Ltd. For Art. 4, Sect. 4.2 (d) TIF Agreement from the municipality and other taxing jurisdictions in FY 2020 for reimbursement of public improvements was: \$ 124,210.40.
 - The total amount received by Lion's Den for Art. 3, Sect 3.1 (c) – Lion's Den Agreement from the municipality and other taxing jurisdictions in FY 2020 was: \$ 32.61.
 - The total amount transferred to the PID fund for Art. 4, Section 4.2 (e) Res. TIF Agreement from the municipality and other taxing jurisdictions in FY 2020 was: \$ 749.24.
 - The total amount retained in the TIRZ Fund for Administrative Expense Reimbursement Allowance from the municipality and other taxing jurisdictions in FY 2020 was: \$ 15,000.00.
- III. Other Information: None

GEORGETOWN AT KINGS FORT - 305 Single Family Lots
PUBLIC IMPROVEMENT DISTRICT COST BREAKDOWN

9/30/2020
SUMMARY

DIRECT PUBLIC COSTS					Total
			1A - 59 Lots completed	1B - 66 Lots	
1	Clearing / Excavation		\$ 50,178		\$ 50,178.00
2	Water		\$ 214,576		\$ 214,575.50
3	Sanitary Sewer		\$ 164,598		\$ 164,598.00
4	Storm Sewer		\$ 479,663		\$ 479,663.40
5	Pavement		\$ 579,489		\$ 579,488.65
6	Retaining Walls		\$ -		\$ -
7	Erosion Control		\$ -		\$ -
8	Amenities/Landscaping/Screening		\$ 14,750		\$ 14,750.00
9	Franchise Utilities				\$ -
10	Miscellaneous				\$ -
Hard Cost Subtotal			\$ 1,503,254	\$ -	\$ 1,503,253.55
11	Engineering/Surveying	10%	\$ 247,110	\$ 98,462	\$ 345,572.07
12	Construction Management	1%	\$ 76,053	\$ 4,173	\$ 80,226.06
13	District Formation Costs		\$ 147,836		\$ 147,836.00
14	Contingency				\$ -
15	Soft Cost Subtotal		\$ 470,999	\$ 102,635	\$ 573,634.13
TOTAL DIRECT COSTS			\$ 1,974,253	\$ 102,635	\$ 2,076,887.68

MAJOR IMPROVEMENTS (CTAL BENEFIT)					Total
			1A - 59 Lots	1B - 66 Lots	
1	Clearing / Excavation				
2	Water		\$ 208,495		\$ 208,494.50
3	Miscellaneous				
Hard Cost Subtotal			\$ 208,495		\$ 208,494.50
4	Engineering/Surveying	10%	\$ 34,273		\$ 34,273.05
5	Construction Management	1%	\$ 5,896		\$ 5,895.60
6	Contingency				\$ -
7	Soft Cost Subtotal		\$ 40,169		\$ 40,168.65
TOTAL MAJOR IMPROVEMENT COSTS			\$ 248,663	\$ -	\$ 248,663.15

PRIVATE COSTS					Total
			Summary	1B - 66 Lots	
1	Clearing / Excavation		\$ 177,121		\$ 177,120.50
2	Retaining Walls				\$ -
3	Erosion Control		\$ 23,501		\$ 23,500.75
4	Amenities/Landscaping/Screening		\$ 231,890		\$ 231,890.25
5	Franchise Utilities		\$ 29,400		\$ 29,400.01
6	Miscellaneous				\$ -
Hard Cost Subtotal			\$ 461,912	\$ -	\$ 461,911.51
7	Engineering/Surveying	10%	\$ 66,645		\$ 66,645.50
8	Construction Management	1%	\$ 26,796		\$ 26,796.16
9	Contingency				\$ -
10	Soft Cost Subtotal		\$ 93,442	\$ -	\$ 93,441.66
TOTAL PRIVATE COSTS			\$ 555,353	\$ -	\$ 555,353.17

GRAND TOTAL COSTS	\$ 2,778,269	\$ 102,635	\$ 2,880,904.01
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Meeting
Date: 2/22/2021

Date: 2/8/2021

Item #: 8.

Dept.: Finance

Consent Agenda

SUBJECT:

Consider and take appropriate action on the FY-20 Tax Increment Reinvestment Zone #2 Annual Report.

BACKGROUND:

Tax Increment Reinvestment Zones are required to submit to the Texas State Comptroller an annual report of earnings and qualified expenses. The TIRZ #2 Board reviewed the 2020 report and recommends City Council approval.

Author:
Mary Wennerstrom, Finance Director

Reviewed:
Mike Slye, City Manager

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

Recommendation: Recommend approval of TIRZ #2 2020 TIRZ Report.

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

Tax Increment Finance (TIF) Registry

New Tax Increment Reinvestment Zone

PLEASE PRINT OR TYPE, DO NOT WRITE IN SHADED AREAS.
Please fill out the complete form and attach other documentation (See *Instructions on page 2.*)

STEP 1: Contact Information

Designating City or County

Contact Person

Title

Current Mailing Address (number and street)

City

County

ZIP Code

Phone (area code and number)

Fax Number

E-mail Address

STEP 2: Tax Increment Reinvestment Zone Information

1. Name of the tax increment reinvestment zone (TIRZ):
DO NOT USE ORDINANCE OR RESOLUTION NUMBERS FOR ZONE NAME

2. Included documentation attached to this form (check all that apply):

☐ Creation Documentation

☐ Project Plan

☐ Financing Plan

3. The zone's effective creation date:

4. The zone's termination date:

5. Size of the zone in acres (please provide a description of the zone boundaries in attached documentation): ...

6. What are the GPS coordinates for the boudaries of the reinvestment zone (for each corner)?

7. Type(s) of property that are currently in this zone (check all that apply):

☐ Industrial/Commercial

☐ Residential

☐ Both

8. Types of improvement projects planned (check all that apply):

Public Projects

☐ Public Buildings and Facilities

☐ Roadwork

☐ Water/Sewer and Drainage

☐ Parks

☐ Other Infrastructure: _____

Other Projects

☐ Facade Renovation

☐ Parking

☐ Historical Preservation

☐ Transit

☐ Affordable Housing

☐ Economic Development

☐ Other: _____

9. Tax increment base (in dollars): _____

10. List all participating taxing units and agreed upon tax increments:

Taxing Unit	Tax Increment Percentage	Dates Tax Increment is in Effect
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

STEP 3: Signature of Person Completing Form

sign
here ➡

Authorized Signature

Title

Date

Instructions

State Law (Section Sec. 311.019, Tax Code) requires the **municipality or county that designates a reinvestment zone** or approves a project plan or reinvestment zone financing plan to deliver to the Comptroller **before April 1 of the year following the year in which the zone is designated** a report of the project plan and the reinvestment zone financing plan to be included in the central registry. This form and a copy of the plans designating the zone must be submitted to the Texas Comptroller of Public Accounts at the address below:

Comptroller of Public Accounts
Data Analysis and Transparency Division
Post Office Box 13528
Austin, Texas 78711-3528

For assistance or to request additional forms, call toll free, 1-800-531-5441 ext. 3-4679. You may also obtain additional forms at comptroller.texas.gov/economy/local/ch311/reporting.php. From a Telecommunication Device for the Deaf (TDD), call 1-800-248-4099 or 512/463-4621.

Step 1: Contact Information

This provides the Comptroller information on the entity initiating the tax increment reinvestment zone and a contact person. If your entity did not designate a new tax increment reinvestment zone in your taxing area, you do NOT need to submit this form.

Step 2: Tax Increment Reinvestment Zone Information

Please include the reinvestment zone name listed in the ordinance or resolution creating the zone. Indicate the documentation included with the form. If the documentation is not complete, please attach a copy of the form to the missing documentation and submit it when the documentation is available. Include the zone's effective date, termination date, size in acreage, and types of property within the zone. If the listed types of improvement do not fit the project plan, check other and include the type of improvement. Include the tax increment base and list all the parties participating in the tax increment reinvestment zone and their degree of participation.

Step 3: Signature of Person Completing Form

The person signing the report should be the same person listed in Step 1 as the contact person.



Meeting
Date: 2/22/2021

Date: 2/18/2021

Item #: 9.

Dept.: Administration

Consent Agenda

SUBJECT:

Consider and take appropriate action on Resolution R-15-21, a resolution of the City Council of the City of Kaufman, Texas, officially naming an art piece commissioned for the Civic Center; and providing an effective date.

BACKGROUND:

This resolution affirms the naming rights to the commissioned artwork displayed at the new Kaufman Civic Center. As you recall, an informal poll was conducted among Council and several city staff members. An exhaustive effort yielded the following name for the Artwork: MOVING FORWARD TOGETHER.

Author:
Mike Slye, City Manager

Reviewed:
Mike Slye, City Manager

Cost:

Funds Available:

Source:

Recommendation: Recommend approval of Resolution R-15-21.

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

RESOLUTION NO. R-15-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KAUFMAN, TEXAS, OFFICIALLY NAMING AN ART PIECE COMMISSIONED FOR THE CIVIC CENTER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Kaufman commissioned artist Greg Doster to paint an art piece for display at the Kaufman Civic Center; and

WHEREAS, Greg Doster and staff worked together to create a piece of art that highlights the City of Kaufman's history and growth; and

WHEREAS, the City Council desires to officially name the piece of art Moving Forward Together.

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

Section 1. The City Council hereby names the art piece created by Greg Doster for display at the Kaufman Civic Center Moving Forward Together.

Section 3. This Resolution shall take effect from and after its date of passage in accordance with law.

PASSED AND APPROVED this 22nd day of February, 2021.

**JEFF JORDAN
MAYOR**

ATTEST:

**JESSIE HANKS
CITY SECRETARY**

APPROVED AS TO LEGAL FORM:

**PATRICIA A. ADAMS
CITY ATTORNEY**

MOVING FORWARD TOGETHER

FROM A RISING SETTLEMENT TO A SHINING CITY

OUR PAST LEADING US TO OUR FUTURE

KAUFMAN ON THE MOVE

KAUFMAN - YEARS PAST, YEARS TO COME

SHINING LEGACY, BRIGHTER FUTURE

HISTORY MEETS PROMISE

TOTAL POINTS

34

31

10

11

14

21

23



Meeting
Date: 2/22/2021

Date: 2/8/2021

Item #: 10.

Dept.: Development
Services

Action Item

SUBJECT:

Conduct and continue a public hearing, and consider and take appropriate action on Ordinance O-04-21, an ordinance of the City Council of the City of Kaufman, Texas, amending the City of Kaufman Subdivision Ordinance O-24-99, as amended, codified as Chapter 94 of the City of Kaufman Code of Ordinances, for the adoption of parkland dedication requirements and related fees in order to provide adequate neighborhood and community parks and recreation facilities. (Case No. SO-01-21)

BACKGROUND:

The draft parkland dedication fees reviewed and recommended for approval by the Planning and Zoning Commission on January 5, 2021 were reviewed again to determine if the cost per dwelling unit could be reduced. Staff requested park consultant Dennis Sims of Dunkin Sims Stoffels, Inc. to review and reduce the opinion of probable parkland costs. Mr. Sims original opinion was revised from \$1,344,749 per acre to \$825,482 per acre. Staff requested separate fees be developed for single family and multi-family units. The existing market value per acre was reduced from \$47,000 to \$16,370, which is a \$30,630 difference. The new market value per acre was based on the City's recent acquisition of 73 acres on Ola Road.

Even with all the cost cutting measures staff was able to procure, the proposed fees were not competitive with the surrounding cities in Kaufman County. Therefore to make the fees competitive, the proposed single-family residential fees were reduced by 28% and the multi-family residential fees were reduced by 12% . This reduction is reflected in the proposed ordinance.

Author: Marcy Ratcliff, Development Services Director
Reviewed: Mike Slye, City Manager

Cost: N/A Funds Available: N/A Source: N/A

Recommendation: Staff recommends approval of the parkland dedication, fee in lieu of land and park development fee Ordinance O-04-21.

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

ORDINANCE NO. O-04-21

AN ORDINANCE OF THE CITY OF KAUFMAN, TEXAS, DECLARING THE PUBLIC NECESSITY FOR THE PROVISION OF ADEQUATE NEIGHBORHOOD AND COMMUNITY PARKS AND RECREATION FACILITIES; AMENDING CHAPTER 94, "SUBDIVISIONS" OF THE CODE OF ORDINANCES OF THE CITY OF KAUFMAN, THE SAME BEING THE KAUFMAN SUBDIVISION ORDINANCE (ORDINANCE NO. O-24-99), AS AMENDED, BY ADDING A NEW ARTICLE, ARTICLE IX, TO BE ENTITLED "PARKLAND DEDICATION AND DEVELOPMENT", TO ADOPT PARKLAND DEDICATION REQUIREMENTS FOR THE CITY OF KAUFMAN; AMENDING THE CITY'S FEE SCHEDULE TO ADOPT PARK DEVELOPMENT FEES FOR THE DEVELOPMENT OR REDEVELOPMENT OF PROPERTY; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING A PENALTY; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City of Kaufman (the "City") is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5, of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the City Council of the City of Kaufman has determined that the provision of adequate neighborhood and community parks are a necessary part of a healthy community and are in the best interest of the City of Kaufman and will promote the health safety and welfare of the citizens of the City of Kaufman and the general public; and

WHEREAS, trails, open space and preservation areas are considered essential components of a high-quality park and recreation system; and

WHEREAS, land development increases demand upon the City's parks and recreation system; and

WHEREAS, the Park Board will review and make a recommendation on of the requirement for parkland dedication and park development fees; and

WHEREAS, the City Council conducted a public hearing on January 25, 2021, heard public input, and considered all comments received regarding this Ordinance; and

WHEREAS, to be developmentally competitive with neighboring communities, the City Council has determined it appropriate to only require twenty-eight percent (28%) of any single-family land and park fee, and twelve percent (12%) of any multi-family land and park fee, ("City Required Percentage"), as required by this Ordinance, to satisfy the City's parkland dedication requirements; and

WHEREAS, implementation of the City Required Percentage makes the City's land and park fees proportionate with those of neighboring communities; and

WHEREAS, the City Council has determined that the approval and adoption of the amendments to the Subdivision Regulations and approval and adoption of new Parkland Dedication

requirements are in the best interest of the public.

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

Section 1. Findings Incorporated/Amendments.

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

(b) Amendments. The following amendments to Chapter 94, "Subdivisions" of the Code of Ordinances of the City of Kaufman, the same being the Kaufman Subdivision Ordinance (Ordinance No. O-24-99), as amended, are hereby adopted to provide for the adoption of parkland dedication requirements for the City of Kaufman. Chapter 94 is hereby amended by adding a new Article, Article IX, to be entitled "Parkland Dedication and Development", and all other portions of Chapter 94 not herein amended shall remain in full force and effect without amendment:

Article IX. Parkland Dedication and Development.

Section 9.1: Parkland Dedication and Development - Purpose.

This Article is adopted to provide open space and recreational areas in the form of parks as a function of subdivision and site development in the City of Kaufman and its extra-territorial jurisdiction (ETJ). This Article is enacted in accordance with the home rule powers of the City of Kaufman granted under the Texas Constitution, and the statutes of the State of Texas, including, but not by way of limitation, Texas Local Government Code Chapter 212 as may be amended from time to time.

It is hereby declared by the City Council that open space and recreational areas in the form of trails, parks, and preserves are necessary for the health and welfare of the residents of Kaufman, and that the only adequate procedure to provide for parks is by integrating such requirements into the procedure for planning and developing property or subdivisions in the city and its ETJ to accommodate the associated and proportionate impact on the Parks and Recreation System, whether such development consists of subdivision, new construction on vacant land, or rebuilding and remodeling of structures on previously developed property.

Parks provide for a variety of indoor and outdoor recreational and healthy living opportunities and are located in various locations throughout the city. The land area of the City of Kaufman being less than 9 square miles shall be prima facie evidence that any park located therein is within a convenient distance from any residence located therein. The primary cost of purchasing or acquiring, developing, and improving parks shall be borne by the landowners of residential property or projects who, by reason of the proximity of their property to such parks, are the primary beneficiaries of such facilities.

Due to Kaufman's small size, a typical park in Kaufman is designed to serve the needs of residents from the entire community no matter where the park is or will be located in Kaufman. Parks serve both active and passive leisure and recreation needs of residents and their visitors, in addition to serving the essential purposes of providing open space to maintain the rural character of Kaufman as desired by the community. The purchase, acquisition, development, and improvement of the basic infrastructure and facilities for parks in Kaufman are based upon the demand from the residents they are intended to serve.

Recognizing that there are different sizes, scales, and types of park facilities, the required level of service contained herein has been designed based on the smallest of park facilities at existing level of service, a neighborhood park of five (5) to ten (10) acres, to meet the “basic” infrastructure and facilities standard. Any fees collected per these requirements can, however, be utilized in the purchase or acquisition of parkland, development, and/or improvement of any size or scale park facility in Kaufman as planned for or recommended in the Parks, Recreation, and Trails Master Plan (expressly or via intent), as may be amended from time to time, which is hereby adopted by reference and incorporated herein for all purposes.

Therefore, the following requirements are adopted to affect the purposes stated above.

Section 9.2: Definitions.

For the purpose of this Article, the following definitions shall apply.

DEVELOPER. Landowner(s) of the subject property containing a proposed development or project.

DWELLING UNIT. Any building, or portion thereof, which contains living facilities, including provisions for sleeping, eating, cooking and sanitation, as required by this code, for not more than one family. Dwelling units include temporary or quasi-dwelling units such as: suites within hotel or motel- type uses, suites within senior care or assisted care-type facilities, accessory dwelling units, and mobile or semi-mobile living facilities since they all house people who will impact the Parks and Recreation System.

PARK. Includes a variety of parks, trails, open spaces, natural preserves, gathering spaces, and recreational opportunities and facilities that are open and accessible to the general public and are located within a convenient distance of the residences to be served thereby.

SINGLE FAMILY RESIDENTIAL. Structure(s) with one dwelling unit on one lot, not to include mixed-use or live-work structures. Any one proposed lot containing only one proposed dwelling unit shall be assessed parkland fees and pay parkland fees of this Article prior to filing an associated plat for record.

MULTI-FAMILY RESIDENTIAL. Structure(s) or projects with more than one dwelling unit on one lot or mixed-use structures containing at least one dwelling unit. Includes two-family or duplex residential. Includes group or community home-type uses. For purposes of this Article structures that have restricted usage of one person per room (documentation must be provided with building permit application), dwelling unit count shall be assessed based on the number of rooms available for residential living, divided by the persons per household number stipulated in Appendix II, to ascertain number of dwelling units to be utilized in determining dedication and/or fees required. Multi-family residential projects shall be assessed parkland fees and pay parkland fees of this Article prior to the issuance of a building permit.

CITY REQUIRED PERCENTAGE. The percentage of land and park fees the City of Kaufman, Texas requires to be paid in order to satisfy parkland dedication requirements of the City.

RESIDENTIAL USES. Includes single family residential and multi-family residential uses.

Section 9.3: Applicability.

This Article applies to a Developer who subdivides or develops land for residential uses located within the city or within its extra-territorial jurisdiction (ETJ).

Section 9.4: Requirements.

A. General.

The City Manager or his designee shall administer this Article with certain review, recommendation and approval authorities being assigned to the Planning and Zoning Commission, the Park Board, and various City departments as specified herein. Unless provided otherwise herein, action by the City shall be by the City Council after consideration by the Park Board. Any proposal considered by the Planning and Zoning Commission under this Article shall have been reviewed by the Park Board and its recommendation given to the Commission.

Generally, the Developer of property with residential uses must address the following requirements: dedication of land for park use or payment of a Fee-In-Lieu thereof and payment of a park development fee for parks or construction of the park improvements to which such fee relates. Requirements herein are based on actual or approved dwelling units for an entire development or project. Increases or decreases in final dwelling unit count may require an adjustment in fees paid or land dedicated. If the actual number of dwelling units exceeds the original estimate, additional parkland and additional park development fees may be required in accordance with the requirements in this Section.

B. Parks, Recreation, and Open Space Master Plan.

The City of Kaufman Parks, Recreation, and Open Space Master Plan, as may be amended by City Council, is the park planning basis for this Article. The City of Kaufman shall consider the need to regularly update the Parks, Recreation, and Open Space Master Plan to ensure that the Plan remains current and provides an equitable, effective framework from which to pursue the acquisition and development of public parks throughout the city.

C. Fee Calculations and Updates.

The schedule of fees and required land dedications, along with the associated methodology and level of service standard, are attached hereto as Appendix I, Appendix II, and Appendix III respectively and are incorporated and made a part of this Article for all purposes.

A quantifiable and reasonable methodology was established to base the parkland dedication requirements, fees-in-lieu of dedication, and parkland development fees contained herein on data and levels of service relevant to Kaufman that are based on density, as well as best practices. The park development fee is calculated utilizing empirical details of how much the average neighborhood park costs in Kaufman based on the community feedback gathered in the Parks, Recreation, and Open Space Master Plan and its associated analysis. The methodology and fees shall be reviewed every three (3) years and updated in appendices contained herein.

City Staff shall submit, as directed by the Park Board or the City Council, a fee derived from a

parkland dedication requirement per person. The parkland dedication requirement per person will be calculated from the variables and formula(s) reflected in Appendix II. City Staff shall submit, as directed by the Park Board or the City Council, a fee derived from a land cost per person. The land cost per person will be calculated from the variables and formula(s) reflected in Appendix II. City Staff shall submit, as directed by the Park Board or the City Council, a fee derived from a park development cost per person. The park development cost per person will be calculated from the variables and formula(s) reflected in Appendix II. The updated fees and dedication will be presented for adoption by City Council with the City's Fee Schedule.

D. Land Dedication.

(1) The amount of land to be dedicated for parkland purposes shall be as set forth in Appendix I. The required dedication may be met by payment of cash in lieu of land when permitted or required by other provisions of this Article. The total amount of land dedicated for a development or project shall be dedicated to the City in fee simple:

- a) Prior to the issuance of any building permits for multi-family development on an associated plat or via a deed or record or separate instrument;
- b) Concurrently with the final plat for a single-phase single-family residential development, clearly labeled and dedicated as City parkland (or with applicable notes as stipulated in this Section for the ETJ);
- c) For a multi-phased single family residential development, the entire park(s) shall be either platted concurrently with the plat of the first phase of the development, clearly labeled and dedicated as City parkland (or with applicable notes as stipulated in this Section for the ETJ); or
- d) The Developer may provide the City with financial security against the future dedication by providing a bond, irrevocable letter of credit, or other alternative financial guarantee such as a cash deposit in the amount equal to the number of acres parkland required and, in a form, acceptable to the City. The amount of the financial guarantee shall be the amount of Fee-In-Lieu of Land Dedication as set forth in Appendix I. The financial guarantee will be released to the Developer, without interest, upon the filing of the final plat for the phase that dedicates the required parkland.

(2) For development located within the ETJ of the city, the dedication requirements of this Section may be met through the creation of private parkland in the same amount required as set forth in Appendix I provided the Developer enters into a written agreement that all such private parkland be dedicated to the City at the time of full purpose annexation into the City and provided that any plat related to such development, is inscribed with a notation regarding same.

(3) The obligation of an applicant/Developer to dedicate parkland or make payments or improvements in lieu thereof shall be in addition to/independent of the requirements of the applicant/Developer to provide open space in accordance with a Planned Development (PD) zoning application. If the open space in the proposed Planned Development (PD) exceeds 30,000 square feet and is dedicated and accepted by the City as public parkland, the required dedication or payment may be reduced in applicable proportion.

E. Fee-In-Lieu of Land.

In lieu of dedicating parkland for parks, a Developer may request to meet some or all of the parkland dedication requirements through payment of a Fee-In-Lieu thereof in the amounts set forth in Appendix I. Such fees shall be due prior to filing an associated plat for record for single family residential uses and prior to the issuance of a building permit for multi-family residential uses.

F. City Approval.

The City Council shall have the final authority in determining how much, if any, land or fee may be accepted in lieu of required land dedication. The City Council may, from time to time, require that a fee be submitted in lieu of land dedication in amounts as set forth in Appendix I. Likewise, the City Council may, from time to time, require that land be dedicated in amounts as set forth in Appendix I and that no Fee-In-Lieu of land will be accepted.

G. Approval Process for Parkland Dedication.

(1) Land Dedications equal or exceeding two acres, and Dedications of Floodplains and Greenways:

For any proposed required parkland dedication equaling or exceeding two acres of land or equaling or exceeding payment of a Fee-In-Lieu thereof or for any proposed land dedication containing floodplain or greenway, the Developer must:

- a) Obtain a recommendation from the Park Board, and
- b) Obtain approval from the City Council.

Should a proposed dedication go before the Planning and Zoning Commission as part of a required project approval, the Planning and Zoning Commission shall consider the recommendation from the Park Board and both recommendations shall be forwarded to the City Council for consideration.

(2) Criteria for consideration.

For any proposed required parkland dedication equaling or exceeding two acres of land or equaling or exceeding payment of a Fee-In-Lieu thereof or for any proposed land dedication containing floodplain or greenway, the Park Board and City Council shall utilize the following criteria for considering approval of the proposed parkland dedication:

- a) The proposed plat shall clearly identify the proposed public parkland to be dedicated.
- b) The proposed dedication or fee shall provide a sufficient amount of parkland in the area of the proposed development for required parkland dedication;
- c) Where the proposed dedication is insufficient for a park site under existing park design standards, some or all of the dedication requirements may be in the form of a fee in amounts as set forth in Appendix I;
- d) Determination of acceptability of a proposed parkland dedication is based upon the City of Kaufman's Parks, Recreation, and Open Space Master Plan, as may be amended from time to time and the criteria contained herein;
- e) The proposed development of the park is at a minimum consistent with Kaufman's level of service for neighborhood parks as set forth in Appendix III and in the City of Kaufman's Parks,

Recreation, and Open Space Master Plan, as may be amended from time to time.

- f) Land is usable and compatible with the Comprehensive Plan, Parks, Recreation, and Open Space Master Plan, and other approved public plans.
- g) There is a level of service need in the immediate vicinity of the proposed park area.
- h) There is no nearby existing park that would be served with the funds better or more by expansion or improvement.
- i) Public access considerations.

(3) Development and maintenance of a park less than two acres in size for public park purposes is impractical and does not allow for appropriate improvements consistent with necessary level of service. Therefore, if fewer than 100 dwelling units as specified in Appendix I under Land Dedication are proposed by a plat for single family residential or a building permit for multi-family residential, the Developer shall pay the applicable cash in lieu of land dedication. An exception may be considered if the dedication is voluntarily greater than two acres or will increase the size of an existing park adjacent to the proposed parkland dedication or will provide a beneficial trail connection or right- of-way or will provide a synergistic benefit not otherwise listed, at the discretion of the City Council.

(4) Park Development Fee.

In addition to the land dedication requirements for parks, there is a park development fee established herein sufficient to develop parks in ways that meet the City of Kaufman's level of service as determined in the City of Kaufman's Parks, Recreation, and Open Space Master Plan.

- a) The park development fee assessed to a Developer, subject to this Article, is as shown in Appendix I. The process for the approval and collection of park development fees shall be the same as for the parkland dedication requirements to which the development relates and shall be processed simultaneously with the parkland dedication requirements.
- b) The City shall have the final authority in determining how much, if any, land or fee may be accepted in lieu of required park development. The City may, from time to time, require that a fee be submitted in lieu of park development in amounts as set forth in Appendix I. Likewise, the City may, from time to time, require that parks be developed to a level of service as reflected in Appendix II and that no Fee-In- Lieu of park development will be accepted.

(5) Construction of Park Improvements in Lieu of Park Development Fee.

A Developer may elect to construct required park improvements in lieu of paying the associated Park Development Fee as set forth herein. In such event:

- a) A park site plan, developed in cooperation with the City staff, must be reviewed and approved by the Park Board and City Council upon submission of final plat for single family residential uses or upon application for a building permit for multi-family residential uses, whichever is applicable.
- b) Detailed plans and specifications for park improvements hereunder shall be due and processed in accordance with the procedures and requirements pertaining to public improvements for final plats and for building permits issuance, whichever is applicable.

- c) All plans and specifications shall meet or exceed the City's level of service standards and/or scale- specific intent as specified in the City of Kaufman Parks, Recreation, and Open Space Master Plan and in Appendix II, as may be amended from time to time, and the criteria contained herein, in effect at the time of the submission.
- d) If the improvements are constructed on land that has already been dedicated to and/or is owned by the City, then the Developer must post payment and performance bonds to guarantee the payment to subcontractors and suppliers and to guarantee the Developer completes the work in accordance with the approved plans, specifications, ordinances, other applicable laws.
- e) The construction of all improvements, including any required trails, must be completed in accordance with the requirements relating to the construction of public improvements for final plats and issuance of building permits, whichever is applicable. This includes the guaranteeing performance in lieu of completing the park improvements prior to final plat approval. Notwithstanding any other applicable ordinances, park improvements should be completed within two years from the date of the approval.
- f) Park development will be considered complete upon City Council acceptance after the following requirements are met:
 - i. Improvements have been constructed in accordance with the approved plans and as-built drawings provided to City;
 - ii. All parkland upon which the improvements have been constructed has been dedicated as required under this Article; and
 - iii. All warranties as specified herein have been provided for any equipment installed in the park as part of these improvements.
- g) Prior to acceptance by the City Council, the Developer shall warrant the improvements for a period of two years by providing a maintenance bond in a form acceptable to the City and City Attorney covering the total cost of improvements.
- h) The Developer shall be liable for any costs required to complete park development if:
 - i. Developer fails to complete the improvements in accordance with the approved plans;
 - ii. Developer fails to complete the improvements within the required timeframe; and/or
 - iii. Developer fails to complete any warranty work.

(6) Standards for Private Parkland.

- a) A Developer may submit an application to satisfy up to 100 percent of the parkland dedication and development required for a development or project by providing a Public Access and Recreational Easement rather than deeding the land to the City in fee simple.

In order to earn credit for private parkland, the park shall:

- i. Provide signage visible from a right-of-way frontage to be reviewed and approved through the

application and consideration process, and the sign shall state that the area, including any recreational amenities, is open and available for public use, the park hours, and City contact information, and it must be posted at the park entrance or in a location visible to the public; and

- ii. Provide language in the Public Access and Recreational Easement document or associated plat that specifies maintenance, capital replacement, the right of the City to conduct safety inspections, future construction rights, and penalties and arrangements for lack of compliance, and language that specifies that re-payment of the credits will be required via alternate land or compensation for release of the easement.
 - iii. Provide a design and features consistent with the guidelines and requirements contained herein.
- b) The required dedication and development shall be calculated per the requirements in Appendix I and then the proposal shall be evaluated to determine the amount of parkland dedication and/or development credit to be given using the following factors:
- i. The presence of active recreational amenities including, but not limited to, playscapes, sport courts, table game recreation, and climbing or exercise structures or trails.
 - ii. The ability of the public to access and use the land for recreation purposes in perpetuity.
 - iii. The presence of group gathering spaces, such as open lawns, seating, picnic areas, plazas or pavilions.
 - iv. Landscaping that enhances Kaufman and the park by providing shade, educational opportunities, trees, and/or wildlife habitat.
 - v. The ability of the City to provide programming in the space.
- c) If park development fees are credited, recreational amenities and other improvements must be constructed onsite and approved by the City during site plan or subdivision review at a specific time concurrent or prior to residential uses, as stipulated in the associated development agreement. Amenities must be shown on the site plan and/or construction plan as determined by the City.
- d) A Developer must post cash escrow or irrevocable line of credit in a form approved by the City for amenities included on private parkland during site plan or subdivision review.
- e) If credited acreage does not satisfy the entire parkland requirement, the City will calculate the remaining fee using the same requirements in Appendix I, proportionally assessed.

(7) Submitting Fee.

Any fees required to be paid pursuant to this Section shall be remitted:

- a) Prior to the issuance of any building permits for multi-family use or development; or
- b) Prior to filing an associated plat for record for single family residential use or development.

(8) Use of Fees.

Fees may be used only for the purchase, acquisition, development, and/or improvement of park facilities in the City of Kaufman. Potential parkland in underserved areas within one mile of developments that have paid parkland dedication fees, which have not yet been refunded, shall be a top consideration (but not the only consideration) when evaluating potential land for purchase or acquisition for future parks.

Unimproved parkland or parks in need of additional improvements within one mile of developments that have paid park development fees, that have not yet been refunded, will be a top consideration (but not the only consideration) when evaluating parks for potential development and/or improvements. Parks may be purchased, acquired, developed, or improved with parkland fees in any portion of the City of Kaufman due to its small size since any existing or future resident in Kaufman is and will be within a convenient distance to any existing or future park in Kaufman.

(9) Reimbursement for City-Acquired Parkland.

The City may from time to time acquire and/or develop land for parks in or near an area of actual or potential development. If the City does acquire and/or develop parkland in a particular area near a development or subdivision that should come forward for consideration, the City may require subsequent dedications to be in Fee-In-Lieu-of Land and Parkland Development Fees instead of dedication and development. This will be to reimburse the City for the cost(s) of acquisition and/or development.

Section 9.5: Prior Dedication or Absence of Prior Dedication.

Depending on the circumstances, additional proportionate dedication may be required for the increase in dwelling units from what was originally proposed and may be either land dedication or money in lieu of land or development, at the discretion of the City Council. At the discretion of the City Council, any former gift of land or cash to the City may be credited toward eventual land dedication or development requirements imposed on the Developer.

The City Council shall consider recommendations of the Park Board in exercising its discretion under this section.

Section 9.6: Planning Considerations.

The City's approved plans, including the Comprehensive Plan and the Parks, Recreation, and Open Space Master Plan, are intended to provide the Park Board with a guide upon which to base its recommendations and for the City to take action. Because of the need to consider specific characteristics in the site selection process, the park locations and sizes indicated in the plans are general. The actual locations, sizes, and number of parks will be determined when development occurs or when sites are acquired by the City, including by donations.

Section 9.7: Special Fund; Right to Refund.

A) All parkland dedication fees will be deposited in a fund specifically dedicated to the purchase and/or acquisition of parks in Kaufman. All park development fees will be deposited in a fund specifically dedicated to the improvement and/or development of parks in Kaufman.

B) The City shall account for all fees in lieu of land dedication and all park development fees paid under this Article with reference to the individual plat(s) involved. Any fees paid for such purposes must be encumbered or expended by the City within 10 years from the date received by the City for purchase, acquisition, development, and/or improvement of a park as required herein. Such funds shall be considered to be spent on a first-in, first-out basis.

The Developer of the property on the last day of the 10-year period shall be entitled to a pro rata refund, that includes the original contribution, computed on a per dwelling unit basis, if the fees are not encumbered by contract or purchase order or expended or if the property under which fees were paid has not received benefit from a park acquired or developed within the City of Kaufman with the fees paid. The property owner of the property must request the refund in writing, within one year of entitlement, or the right shall be deemed permanently waived. Any interest earned with these funds shall remain in these funds and be used for the fund's intent.

Section 9.8: Parkland Guidelines and Requirements.

Parks should be easy to access and open to public view so as to benefit area development, enhance the visual character of the City, protect public safety, and minimize conflict with adjacent land uses. The following guidelines and requirements shall be used in designing and accepting parks and adjacent development:

A) Any land dedicated to the City under this Subchapter must be suitable for park and recreation uses. The dedication shall be free and clear of any and all liens and encumbrances that interfere with its use for park purposes. The City Manager or his designee shall determine whether any encumbrances interfere with park use. Minerals may be reserved from the conveyance provided that there is a complete waiver of the surface use by all mineral owners and lessees. A current title report must be provided with the land dedication. The Developer shall pay all taxes or assessments owed on the property up to the date of acceptance of the dedication by the City. A tax certificate from Kaufman County Tax Assessor, whichever is applicable, shall be submitted with the dedication or plat.

B) Land in floodplains or designated greenways is not preferred but can be considered on a 50 percent per acre basis, at the discretion of the City Council (i.e. four acres of floodplain or greenway will be equal to two acres of potential parkland). The following factors shall be considered for potential parkland in the floodplain or in designated greenways:

- (1) Sites should not be severely sloping or have unusual topography that would render the land unusable for recreational activities or for improvements. At least 50 percent of a parkland site shall be less than 10% grade, well drained, and suitable for active play, unless the intent of the dedication is to provide a beneficial connection or to preserve an environmental, natural, or cultural resource/asset.

- (2) Placement of recreational or parkland support amenities, including paths or access for maintenance purposes, can be placed in the area in compliance with applicable watershed requirements.
- (3) It is preferred that the floodplain area provide suitable passive recreation, scenic views, wildlife habitat protection, water quality protection, tree protection, and/or trail connectivity to the more intensive uses in non-floodplain areas.
- a) Park sites shall have access to water, sewer, and electric lines prior to or upon acceptance of the park improvements. Site plans and subdivision applications must demonstrate sufficient water and wastewater capacity to serve the park.
 - b) Park sites should be adjacent to residential areas in a manner that serves the greatest number of users and should be located to minimize users having to cross arterial roadways to access them.
 - c) Where appropriate, sites with existing trees or other scenic elements or natural assets are preferred.
 - d) Detention/retention areas shall not be utilized to meet dedication requirements unless they are designed in an innovative manner so as to provide for suitable recreational purposes, but they may be accepted in addition to the required dedication. If accepted as part of the park, the detention/retention area design must meet the standards as specified in all City of Kaufman codes and regulations.
 - e) Where park sites are adjacent to greenways, schools, or existing or proposed subdivisions, access ways may be required to facilitate public access to provide public access to parks.
 - f) It is preferred that a minimum 50 percent of the perimeter of a park should abut a public street. Parks shall have at least a portion of the property adjacent to a public street or shall have associated public access easements and improvements to allow for ready access. Public view of the park from a public street is desirable to facilitate community connections and provide for crime prevention through environmental design.
 - g) Community-scale parks should be accessible from major arterial streets so as to be accessible by large numbers of people.
 - h) Areas for potential parkland that are encumbered by overhead utility lines or easements of any type which would limit the opportunity for recreational and park development are not preferred.
 - i) All rubbish, trash, junk and other offensive materials shall be removed from all dedicated lands and the property returned to its natural condition except as to approved construction and improvement thereon.
 - j) For dedications of more than two acres of land and upon the request of the City, a Developer-funded environmental or engineering study, audit, or assessment may be required in some cases demonstrating that the property is: in a condition that would allow the City to utilize the

property for public park purposes without expenditures to remove or mitigate environmental or hazardous materials or conditions; suitable and safe for use as a public park; and free from environmental or engineering-related problems.

Section 9.9: Warranty Required.

- A) All materials and equipment provided to the City shall be new unless otherwise approved in advance by the City Manager or his designee and all work will be of good quality, free from faults and defects, and in conformance with the designs, plans, specifications, and drawings, and recognized industry standards. This warranty, any other warranties express or implied, and any other consumer rights, shall inure to the benefit of the City only and are not made for the benefit of any party other than the City.
- B) All work by the Developer not conforming to these requirements, including, but not limited to, unapproved substitutions, may be considered defective.
- C) This warranty is in addition to any rights or warranties expressed or implied by law.
- D) Where more than a two-year warranty is specified in the applicable plans, specifications, or submittals for individual products, work, or materials, the longer warranty shall govern.
- E) This warranty obligation may be covered by any maintenance bond tendered in compliance with this Ordinance.
- F) If any of the work performed by the Developer is found or determined to be either defective, including obvious defects, or otherwise not in accordance with this Ordinance, the designs, plans, drawings or specifications within two years after the date of the issuance of a certificate of Final Completion of the work or a designated portion thereof, whichever is longer, or within two years after acceptance by the City of designated equipment, or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by this ordinance, Developer shall promptly correct the defective work at no cost to the City, as set out in the maintenance bond required before City Council acceptance.
- G) The failure, including cracking or other indication of failure, of an improvement shall be deemed conclusive that the workmanship or product is defective.
- H) During the applicable warranty period and after receipt of written notice from the City to begin corrective work, Developer shall promptly begin the corrective work. The obligation to correct any defective work shall be enforceable under this Code of Ordinances. The guarantee to correct the defective work shall not constitute the exclusive remedy of the City, nor shall other remedies be limited to the terms of either the warranty or the guarantee.
- I) If within 20 calendar days after the City has notified Developer of a defect, failure, or abnormality in the work, Developer has not started to make, and continuously worked to complete, the necessary corrections or adjustments, the City is hereby authorized to make the corrections or adjustments, or to order the work to be done by a third party. The cost of the work shall be paid by Developer.

- J) The cost of all materials, parts, labor, transportation, supervision, special instruments, and supplies required for the replacement or repair of parts and for correction of defects shall be paid by Developer, its contractors, or subcontractors or by the surety.
- K) The guarantee shall be extended to cover all repairs and replacements furnished, and the term of the guarantee for each repair or replacement shall be two years after the installation or completion. The two-year warranty shall cover all work, equipment, and materials that are part of the improvements made under this Article.

APPENDIX I.

PARKLAND DEDICATION AND PARK DEVELOPMENT FEES

A. Dedication Requirements for Parks.

1. Land Dedication.

Single-family: one (1) acre per 6.6 dwelling units

Multi-family: one (1) acre per 7.14 dwelling units

2. Fee-In-Lieu of Land Dedication.

Single-family: $\$2,455.50 \times 28\%$ (City Required Percentage) = \$687.54 per dwelling unit

Multi-family: $\$2,291.80 \times 12\%$ (City Required Percentage) = \$275.02 per dwelling unit

3. Park Development Fee.

Single-family: $\$2,862.93 \times 28\%$ (City Required Percentage) = \$801.62 per dwelling unit

Multi-family: $\$2,672.07 \times 12\%$ (City Required Percentage) = \$320.65 per dwelling unit

4. Total Park Fees.

Single-family: $\$5,318.43 \times 28\%$ (City Required Percentage) = **\$1,489.16** per dwelling unit

Multi-family: $\$4,963.87 \times 12\%$ (City Required Percentage) = **\$595.67** per dwelling unit

The City of Kaufman only requires twenty-eight percent (28%) of its single-family land and park fees and twelve percent (12%) of its multi-family land and park fees to be paid to satisfy the parkland dedication requirements under this Chapter.

**APPENDIX II.
PARKLAND DEDICATION AND PARK DEVELOPMENT METHODOLOGY**

Variable	Calculation Factor	Description
Parkland Dedication Inputs		
Existing City Population	7,788	2019 City population estimate (US Census Bureau)
Existing City Park Acres	398.047	Acres of dedicated, City-owned parkland
Parkland Level of Service	20 people per 1 acre (rounded up from 19.56)	Existing City population/ existing City park acres
City Persons per Household --		2014-2018 Persons per Household per most recently available US Census data
Single-family:	3	
Multi-family:	2.8	
Fee-in-Lieu of Land Inputs		
Existing City Population	7,788	2019 City population estimate (US Census Bureau)
Existing City Park Acres	398.047	Acres of dedicated, City-owned parkland
Parkland Level of Service	20 people per 1 acre (rounded up from 19.56)	Existing City population/ existing City park acres
Existing City Market Value – Kaufman County	\$16,370.00	October 22, 2020 value of vacant land purchased by the City of Kaufman
Existing City Acres	1,860	City of Kaufman land area, excluding ETJ
Parkland Cost Factor	\$825,481.44 per 1 acre	Certified City market value/ existing city acres
City Persons per Household --		2014-2018 Persons per Household per most recently available US Census data
Single-family:	3	
Multi-family:	2.8	
Park Development Fee Inputs		
Existing City Population	7,788	2019 City population estimate (US Census Bureau)
Number of Developed City Parks	9	Count of all City-owned, developed parks
Facilities Level of Service	865 people per developed City park (rounded down from 865.33)	Population/ number of developed City parks
Park Development Cost Factor	\$825,481.44	Cost estimate of developing one Neighborhood Park to desired level of

		service
City Persons per Household --		City of Kaufman 2014-2018 Persons per Household per most recently available US Census data
Single-family:	3	
Multi-family:	2.8	

A. Parkland Dedication Formula:

Parkland Level of Service/ City Persons per Household = Parkland Dedication Requirement

Single-family: $20 / 3 =$ one acre per 6.6 dwelling units

Multi-family: $20 / 2.8 =$ one acre per 7.14 dwelling units

B. Fee In-Lieu of Land Formula:

STEP 1. Parkland Cost Factor/ Parkland Level of Service = Land Cost per Person

$\$16,370$ per acre / 20 people per acre = $\$818.50$ per person

STEP 2. (City Persons per Household X Land Cost per Person) X City Required Percentage = Fee In-Lieu of Land

Single-family: $3 \text{ PPH} \times \$818.50 \text{ per person} = \$2,455.50 \times 28\% = \$687.54$ per unit

Multi-family: $2.8 \text{ PPH} \times \$818.50 \text{ per person} = \$2,291.80 \times 12\% = \$275.02$ per unit

C. Park Development Fee Formula:

STEP 1: Parkland Development Cost Factor/ Facilities Level of Service = Park Development Cost Per Person

$\$825,481.44$ neighborhood park cost / 865 people per developed park = $\$954.31$ per person

STEP 2: (City Persons per Household X Park Development Cost Per Person) X City Required Percentage = Parkland Development Fee by Density

Single-family: $3 \text{ PPH} \times \$954.31 \text{ per person} = \$2,862.93 \times 28\% = \$801.62$ per unit

Multi-family: $2.8 \text{ PPH} \times \$954.31 \text{ per person} = \$2,672.07 \times 12\% = \$320.65$ per unit

D. Total Parkland Fee per Unit:

(Fee In-Lieu of Land by Density + Parkland Development Fee by Density) X City Required Percentage = Total Parkland Fee per Unit

Single-family: $\$2,455.50 + \$2,862.93 = \$5,318.43 \times 28\% = \$1,489.16$ per unit

Multi-family: $\$2,291.80 + \$2,672.07 = \$4,963.87 \times 12\% = \595.67 per unit

Appendix III. Parkland Development: Neighborhood Park Level of Service Estimate



Opinion of Probable Cost KAUFMAN PARK Kaufman, Texas January 19, 2021

ITEM	UNIT	QUANTITY	PER EACH	TOTAL
Earthwork / Site Preparation	L.S.	1	\$ 5,500.00	\$ 5,500.00
8' Concrete Sidewalk (1/2 mile)	S.F.	21,120	\$ 7.00	\$ 147,840.00
Picnic Unit (Slab, Table, Trash Receptacle, Grill)	Each	3	\$ 4,500.00	\$ 13,500.00
Shade Pavilion (Slab and Shelter)	L.S.	1	\$ 60,000.00	\$ 60,000.00
Benches	Each	5	\$ 1,000.00	\$ 5,000.00
Trash Receptacles	Each	3	\$ 700.00	\$ 2,100.00
Drinking Fountain	Each	1	\$ 5,000.00	\$ 5,000.00
Playground (Equipment, Surfacing, and Drainage)	L.S.	1	\$ 175,000.00	\$ 175,000.00
Parking Lot (8 Spaces)	Each	8	\$ 2,500.00	\$ 20,000.00
Site Utilities (Water Meter, Electrical Service, Etc.)	L.S.	1	\$ 10,000.00	\$ 10,000.00
Area Lighting (12' Height)	Each	3	\$ 7,000.00	\$ 21,000.00
Shade Trees	Each	10	\$ 700.00	\$ 7,000.00
Finish Sodding, Grading and Seeding	L.S.	1	\$ 30,000.00	\$ 30,000.00
Irrigation	L.S.	1	\$ 200,000.00	\$ 200,000.00
Subtotal:				\$ 701,940.00
Contingency 5%:				\$ 35,097.00
Construction Total:				\$ 737,037.00
Soft Costs (Design, Surveying, Geotechnical, Engineering) 12%:				\$ 88,444.44
Typical Neighborhood Park Total:				\$ 825,481.44

Section 3. Amendment to Fee Schedule.

The City Fee Schedule is amended to add the Park Development fees as set forth in Appendix I.

Section 4. Penalty.

Any person, firm, entity or corporation who violates any provision of this Ordinance or the City's Subdivisions Ordinance Chapter 94, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and upon conviction, therefore, shall be fined in accordance with 106.153 of the Code of Ordinances. Each continuing day's violation shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state and federal law.

Section 5. Cumulative Clause.

This Ordinance shall be cumulative of all provisions of state or federal law and other ordinances of the City of Kaufman, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such other ordinances are hereby repealed.

Section 6. Severability Clause.

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 7. Repealer Clause.

Any provisions of any prior ordinance of the City whether codified or uncoded, which are in conflict with any provision of the Ordinance, are hereby repealed to the extent of the conflict, but all other provisions of the ordinances of the City whether codified or uncoded, which are not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

Section 8. Effective Date.

This Ordinance shall become effective immediately upon its passage and publication as required by law.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Kaufman, Texas, on this the ____ day of February, 2021.

Jeff Jordan, Mayor

ATTEST:

Jessie Hanks, City Secretary

APPROVED AS TO FORM:

Patricia Adams, City Attorney



Meeting Date: January 5, 2021

Consent: No

Discussion/Action: Yes

SUBJECT: Conduct a public hearing and make a recommendation to City Council on an ordinance amending the City of Kaufman Subdivision Ordinance O-24-99, as amended, codified as Chapter 94 of the City of Kaufman Code of Ordinances, for parkland dedication requirements for the provision of adequate neighborhood and community parks and recreation facilities (Case No. SO-01-21)

BACKGROUND/SUMMARY:

A parkland dedication and fee ordinance is proposed as a mechanism to provide more parks, recreational and open spaces, and park amenities in future single-family and multi-family residential developments, and to provide funding for new amenities in the new and existing parks. Terrell, Forney, Rowlett, Wylie, Frisco, McKinney, Garland, Mesquite, Sunnydale, and Rockwall are just some of the cities in the metroplex that have adopted similar ordinances. Staff and the City Attorney, working with our park consultant Dennis Sims of Dunkin Sims Stoffels, Inc., have developed the proposed ordinance. Mr. Sims was the consultant for the development of the City of Kaufman's Parks, Recreation and Open Space Master Plan (Park Master Plan), which was adopted on August 5, 2019, by Ordinance O-15-19. The 10-year plan was developed with input from the Kaufman Parks Board, Public Works, and City Council.

The ordinance gives single and multi-family developers the option to dedicate parkland or to pay a specified fee instead, which is called a fee-in-lieu of land, and a park development fee to fund the amenities of the new parkland. The developer can dedicate parkland and develop the park amenities as long as the amenities developed are equal or more in value than the park development fee. If the developer does not have enough land to dedicate, he can pay the fee-in-lieu of land and the park development fee that will go to the nearest park to fund amenities. The ordinance is employed during the planning and development of property or subdivision of single and multi-family residential property within the city limits and the extraterritorial jurisdiction (ETJ) area.

The ordinance requires that funds collected for fee-in-lieu of land are kept in a separate account with reference to the specific plat involved. These fees can be used for the purchase, acquisition, development, and/or improvement of a park. Park development fees are used to develop the amenities in the newly dedicated park or possibly in an undeveloped park within a one-mile radius of the subdivision. These fees must be encumbered or expended within 10 years of the date received. The developer can request a refund if the fees are not encumbered or expended.

Any parkland dedicated to the city or any fees collected are based upon the adopted Park Master Plan. Multi-family fees are required to be paid prior to the issuance of any building permits. Single-family residential fees are required to be paid prior to filing an associated plat of record.

The Park Master Plan has the following five goals.

1. Provide passive and active recreational opportunities for all citizens.
2. Create a system of parks, open spaces, trails, and facilities that meet the needs of residents of all ages.
3. Use the Parks, Recreation and Open Space Master Plan as a guide for parkland acquisition, open space protection, and trail development.
4. Plan for a comprehensive hike and bike trail system.
5. Preserve and conserve Kaufman's natural areas, greenbelts, and open space for the enjoyment and environmental education of current and future citizens.

A parkland dedication ordinance is just one of the tools used to implement the Park Master Plan's goal for parkland acquisition and development in residential areas of the city. Watershed management and drainageway ordinances are two other key ordinances that would protect and preserve greenbelts and floodplains. This goal will be partially accomplished with a new subdivision ordinance. Development Services, the City Attorney, and our civil engineering firm, Teague, Nall, and Perkins are currently developing a draft subdivision ordinance for the Commission to consider later in 2021.

The attached parkland dedication and fee ordinance was determined using the guidelines listed below:

General Rules for A Parkland Dedication and Fee Ordinance

- Dedication, Fees in Lieu, and Development Fees must be **individually determined** and **roughly proportionate** to the demand generated by the specific development and may not be used to raise existing levels of service.
- To increase levels of service, City must budget or otherwise obtain funds to make improvements that would affect the increase.
- Parkland Dedication may only be required for residential development (single-family, multi-family, duplex, triplex, and townhouses) and may be required for rezoning of large tracts.
- Fee-in-Lieu may be amended yearly to reflect changes in average cost per acre.

Parkland Dedication and Fee-in-Lieu

1) Minimum Land Dedication Requirements

- Determine the minimum acreage that would provide a usable park for the population.
- Legislative findings – (1) anticipated future needs (2) types of parks (3) how much land is required to develop the types of parks needed.
- For cities similar in size to Kaufman, the standard appears to be between a 2 and 5-acre minimum for dedication. **Kaufman has determined 2 acres is the minimum acceptable size.**
- If a Developer can meet the acreage requirement for dedication, the Council can require payment of a fee-in-lieu rather than dedication, but that determination must be based upon the inability of the land proposed for dedication to meet criteria for acceptable land as set forth in the ordinance and must be applied consistently.

- Establish a minimum acreage of land that the City will accept rather than requiring a fee-in-lieu of dedication:

Option 1: Minimum is a guideline and City Council can retain authority to determine if they want to accept land less than the minimum acreage or require a fee-in-lieu

Option 2: Minimum is the standard and there is no Council review. Payment will be required if the land is below minimum acreage. **Kaufman has determined the minimum dedication is 1 acre per 6.6 dwelling units.**

2) Level of Service and Dedication Requirement

- Determine Number of Districts

Option 1: Multiple Districts - Divide the City into Districts based upon existing residential zones and determined park needs. Considerations: are there different park needs in different areas of the City? Is there a greater concentration of population in a specific area? How accessible are the parks to different areas of the City?

Option 2: Single District - Designate the entire City as a single District. Consider: if the Council wants every development to dedicate the same amount of parkland or pay the same amount of fee-in-lieu regardless of the location of the development. **The Park Master Plan designates the entire City as a single district.**

- Determine Existing Level of Service to Establish the Amount of Parkland to be Dedicated Per Unit. **See Appendix II for the calculated factors such as the population, acreage, and persons per household.**

Step 1: Existing Population / Existing Park Acreage = Number of Acres of Parkland Per Person

Step 2: Number of Acres of Parkland Per Person X Number of Persons Per Household (census) = Acres Per Household Unit

Step 3: Number of Household Units Developer is adding X Acres Per Household Unit = Total number of acres that the Developer is required to dedicate

3) Fee-in-Lieu - May be used to acquire more land or make improvements to existing parks

Step 1: Determine Cost of One Acre of land (yearly appraisal) **\$47,000 See Appendix II.**

Step 2: Multiply Cost X Total number of acres that the Developer is required to dedicate = Fee-in-Lieu payment

The proposed fees are based on how much the average neighborhood park costs in Kaufman based on the community feedback gathered in the Master Plan and its associated analysis. The fees are required to be reviewed every three years.

Summary of Proposed Fees

The following fees were determined based on the calculation factors found in Appendix II of the proposed ordinance. These fees apply to all residential (single-family, multi-family, duplex, triplex, and townhouses) subdivisions or development, and may be required for rezoning of large tracts. Staff will provide the Terrell and Forney's parkland dedication fees at the hearing.

Parkland Dedication and Park Development Fees

1. Parkland Dedication Formula:

Land requirements: The current level of service is one (1) acre per 20 people.
2019 Total Population: 7,788

3 Persons per Household (PPH) based U.S. Census Bureau 2019 figures

Parkland Level of Service/ City Persons per Household = Parkland Dedication Requirement

20 people / 3 PPH = 6 dwelling units

1 Acre per 6.6 dwelling units

2. Fee-In-Lieu of Land Formula: (Assume 1 acre costs \$47,000)

STEP 1.

Parkland Cost Factor/ Parkland Level of Service = Land Cost per Person

\$47,000 per acre / 20 people per acre = \$2,350.00 per person

STEP 2.

City Persons per Household X Land Cost per Person = Fee-In-Lieu of Land

3 PPH X \$2,350.00 per person = **\$7,050.00 per unit**

3. Park Development Fee Formula:

- The cost of improvements in an average neighborhood park in Kaufman is \$1,056,717.20.
- One neighborhood park serves 865 people, based on a total city population of 7,788 being served by 9 parks.
- It costs \$1,221.63 per person (\$1,056,717.20/865) to develop an average neighborhood park.

STEP 1:

Parkland Development Cost Factor/ Facilities Level of Service = Park Development Cost Per Person

\$1,056,717.20 neighborhood park cost / 865 people per developed park = \$1,221.63 per person

STEP 2:

City Persons per Household X Park Development Cost Per Person = Parkland Development Fee by Density

3 PPH X \$1,221.63 per person = **\$3,664.92 per unit**

4. Total Parkland Fee per Unit:

Fee In-Lieu of Land by Density + Parkland Development Fee by Density = Total Parkland Fee per Unit

\$7,050.00 + \$3,664.92 = **\$10,714.92 per unit**

PROPERTY OWNER RESPONSES:

The City of Kaufman is not required by State Law to mail notification letters to property owners for amendments to the Subdivision Ordinance. A required public hearing notice was placed in the Kaufman Herald Newspaper on December 17, 2020.

RECOMMENDATIONS:

Staff recommends approval of S-01-21 amending the Subdivision Ordinance adding parkland dedication and fee requirements when subdividing land for residential purposes, providing for parks, open space, and recreational areas and park amenities, because this will be a major tool to implement the City of Kaufman's Parks, Recreation and Open Space Master Plan.

ATTACHMENTS:

1. Proposed Parkland Dedication and Fee Ordinance
2. City of Kaufman Parks, Recreation & Open Space Master Plan 2019

Marcy Ratcliff
Development Services
972-932-2216 ext. 117
Kaufmanplanning@kaufmantx.org



Meeting

Date: 2/22/2021

Date: 2/8/2021

Item #: 11.

Dept.: Administration

Ordinance

SUBJECT:

Consider and take appropriate action on Ordinance No. O-06-21, an ordinance of the City Council of the City of Kaufman, Texas amending Chapter 70, "Parks and Recreation" by adding a new article, Article VII, to be entitled, "Civic Center", to provide a fee schedule for rentals of the Kaufman Civic Center; and providing an effective date.

BACKGROUND:

Staff has received several inquiries about rentals of the Civic Center for meetings such as Lions Club, Daughters of the American Revolution, and other weekly/monthly meetings that are no more than 2 hours long. The smallest rate we originally set was for half the day which is 4 hours. Staff sat down and discussed the option of adding a 2 hour meeting rental option to the Civic Center Fee Schedule. This ordinance would add that option for both non-profit rates and for-profit rates. We believe this will be a good option for those who wish you have short meetings at a reasonable price.

Author:

Jessie Hanks, City Secretary

Reviewed:

Mike Slye, City Manager

Cost:

Funds Available:

Source:

Recommendation: Staff recommends approval of Ordinance O-06-21 as presented.

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

**CITY OF KAUFMAN, TEXAS
ORDINANCE NO. O-06-21**

AN ORDINANCE OF THE CITY OF KAUFMAN, TEXAS AMENDING CHAPTER 70, "PARKS AND RECREATION", BY ADDING A NEW ARTICLE, ARTICLE VII, TO BE ENTITLED "CIVIC CENTER", TO PROVIDE A FEE SCHEDULE FOR RENTALS OF THE KAUFMAN CIVIC CENTER~~AMENDING CHAPTER 70, "PARKS AND RECREATION", ARTICLE VII, "CIVIC CENTER", SECTION 70-104, "FEE SCHEDULE", OF THE CITY'S CODE OF ORDINANCES TO AMEND A FEE SCHEDULE FOR RENTALS OF THE CITY OF KAUFMAN CIVIC CENTER~~; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING AN AMENDMENT; PROVIDING FOR SEVERABILITY; PROVIDING A CUMULATIVE REPEALER CLAUSE; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, it has been the practice of the City of Kaufman to allow rentals of the City of Kaufman Civic Center, (the "Civic Center"); and

WHEREAS, as a result, the City Council ~~now now desires to adopt a fee schedule and related policies for rentals of the Civic Center and~~ finds it to be in the best interest of the citizens of Kaufman to adopt an official fee schedule ~~and related policies for such use for such use.~~

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

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

SECTION 2. AMENDMENT. Chapter 70, "Parks and Recreation", of the Code of Ordinances of the City of Kaufman is hereby amended to add a new Article, Article VII, to be entitled, "Civic Center", which shall be read in its entirety as follows, with all other provisions of Chapter 70 remaining in full force and effect:

Article VII. – Civic Center.

Sec. 70-104. Fee Schedule. Fees and deposits applicable to rental of the City of Kaufman Civic Center are as follows:

- (1) Deposit for an event at which alcohol will not be served: \$250
- (2) Deposit for an event at which alcohol will be served: \$350
- (3) Quarter Day (2 Hours) Rental: \$125**

- (4) Half Day (4 hours) Rental: \$250
- (5) Full Day (8 hours) Rental: \$500
- (6) Non-Profit Quarter Day (2 hours) Rental: \$75
- (7) Non-Profit Half Day (4 hours) Rental: \$150
- (8) Non-Profit Full Day (8 hours) Rental: \$250
- (9) Multiday Discount: 20% off the daily rate
- (10) Kitchen Use Fee: \$100 or \$50 if combined with a main room rental
- (11) Lost Key Fee: \$75

Sec. 70-105. Liability of City. The City shall not be held liable or bound for any loss or damage claimed in any way related to rental of the Civic Center in any capacity.

SECTION 3. SEVERABILITY. In the event any clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declare to be invalid or unconstitutional.

SECTION 4. CUMULATIVE REPEALER. This Ordinance shall be cumulative of all other ordinances and shall not repeal any of the provisions of such ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance.

SECTION 5. EFFECTIVE DATE. This Ordinance shall be effective upon its passage and approval by the City Council.

ADOPTED, PASSED, AND APPROVED on this the 22nd day of February, 2021.

JEFF JORDAN
MAYOR

ATTEST:

JESSIE HANKS
CITY SECRETARY

APPROVED AS TO FORM:

PATRICIA A. ADAMS
CITY ATTORNEY



Meeting
Date: 2/22/2021

Date: 2/8/2021

Item #: 12.

Dept.: Administration

Resolution

SUBJECT:

Consider and take appropriate action on Resolution R-07-21, a resolution of the City Council of the City of Kaufman, Texas, approving a lease agreement between the City and PNC Equipment Finance, LLC regarding a fire engine; and providing an effective date.

BACKGROUND:

This resolution is for the purpose of authorizing the lease agreement with PNC Equipment Finance regarding the Fire Engine that was discussed at the last meeting.

Author:
Mike Slye, City Manager

Reviewed:
Mike Slye, City Manager

Cost:

Funds Available:

Source:

Recommendation: Staff recommends approval of Resolution R-07-21 as presented.

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

RESOLUTION NO. R-07-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KAUFMAN, KAUFMAN COUNTY, TEXAS, APPROVING A LEASE AGREEMENT BETWEEN THE CITY AND PNC EQUIPMENT FINANCE, LLC REGARDING A FIRE ENGINE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Kaufman, Texas ("Municipality") is a political subdivision of the State of Texas (the "State") and is duly organized and existing pursuant to the constitution and laws of the State; and

WHEREAS, pursuant to applicable law, the City Council of the Municipality is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases, and easements necessary to the functions or operations of the Municipality; and

WHEREAS, the City Council hereby finds and determines that the execution of one or more Master Lease-Purchase Agreements ("Leases") in the principal amount not exceeding \$470,217.00 for the purpose of acquiring the property ("Equipment") to be described in the Leases is appropriate and necessary to the functions and operations of the Municipality; and

WHEREAS, PNG Equipment Finance, LLC ("Lessor") shall act as Lessor under said Leases.

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

SECTION 1. The City Council authorizes the City Manager or his designee ("Authorized Representative") to act on behalf of the Municipality, and is hereby authorized to negotiate, enter into, execute, and deliver one or more Leases in substantially the form set forth in the document attached hereto and incorporated as if set forth fully herein as Exhibit A, presently before the City Council, which document is available for public inspection at the office of the City Secretary. The City Manager or his designee is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Lease as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the leases and hereby authorized.

SECTION 2. By a written instrument signed by any Authorized Representative, said Authorized Representation may designate specifically identified officers or employees of the Municipality to execute and deliver agreements and documents relating to the Leases on behalf of the Municipality.

SECTION 3. The aggregate original principal amount of the Leases shall not exceed \$470,217.00 and shall bear interest as set forth in the Leases and the Leases shall contain such options to purchase by the Municipality as set forth therein.

SECTION 4. The Municipality's obligations under the Leases shall be subject to annual appropriation or renewal by the City Council as set forth in each Lease and the Municipality's obligations under the Leases shall not constitute general obligations of the Municipality or indebtedness under the Constitution and laws of the State.

SECTION 5. As to each Lease, the Municipality reasonably anticipates to issue not more than \$10,000,000 of tax-exempt obligations (other than "private activity bonds" which are not "qualified 501(c)(3) bonds") during the current calendar year in which each such Lease is issued and hereby designates each Lease as a qualified tax-exempt obligation for purposes of Section 265(b) of the Internal Revenue Code of 1986, as amended.

SECTION 6. The resolution shall take effect immediately upon its adoption and approval.

PASSED AND APPROVED this 22nd day of February, 2021.

JEFF JORDAN
MAYOR

ATTEST:

JESSIE HANKS
CITY SECRETARY

APPROVED AS TO LEGAL FORM:

PATRICIA A. ADAMS
CITY ATTORNEY

Exhibit A

The undersigned Secretary/Clerk of the above-named Municipality hereby certifies and attests that the undersigned has access to the official records of the Governing Body of the Municipality, that the foregoing resolutions were duly adopted by said Governing Body of the Municipality at a meeting of said Governing Body and that such resolutions have not been amended or altered and are in full force and effect on the date stated below.

LESSEE: City of Kaufman, Texas

Jessie Hanks, City Secretary

[SEAL]

Date: _____

Master Lease-Purchase Agreement
Between
City of Kaufman, Texas and
PNC Equipment Finance, LLC

Document Index

- ☐ Master Lease-Purchase Agreement – Sign and provide title on the last page
- ☐ Texas Lease Schedule Addendum – Sign and title
- ☐ Texas Ethics Commission Form 1295 -Must be acknowledged, please visit www.ethics.state.tx.us
- ☐ Lease Schedule with Schedule A-1 – Sign and title
- ☐ Vehicle Schedule Addendum – Sign and title
- ☐ Resolution – The resolution must reflect the title(s) of the individual(s) who have authorization to sign the documents.
- ☐ Incumbency Certificate – List your authorized signor(s) and title(s); have secretary or appropriate trustee attest to the information and signature(s) provided by signing and printing his/her name, title and date. **The person who validates the signatures should not sign the lease documents.** The resolution must reflect the title(s) of the individual(s) who have authorization to sign the documents.
- ☐ Opinion of Counsel Letter – Enclosed is a template. Please ask your attorney to prepare on his/her letterhead, and include all of the items in the template.
- ☐ Titled Vehicle Guidelines - The terms of your contract specify that the Lender be listed as the lienholder and hold the original title during the term of the lease. Please refer to this document to guide you through the transfer of title and vehicle registration process.
- ☐ Insurance Request Form – Fill in your insurer's information and sign. Please contact your insurer, prior to delivery, to obtain a certificate of insurance. Please enclose the certificate with the signed documentation or have the insurer fax the certificate directly to me.
- ☐ Four Party Agreement – Sign and title.
- ☐ Delivery & Acceptance Certificate – **At point of delivery, fill out this form and fax it to me. Please return the original via US Postal Service.**
- ☐ IRS FORM 8038-G – Sign, date, and title
- ☐ Minutes of Governing Body (approving the purchase & finance of equipment) – Please return a copy with the documents.
- ☐ Sales Tax Exemption Certificate – On File.
- ☐ Sales Contract or Purchase Order – On File.

MASTER LEASE – PURCHASE AGREEMENT

Dated as of February 24, 2021

This Master Lease-Purchase Agreement together with all addenda, riders and attachments hereto, as the same may from time to time be amended, modified or supplemented ("Master Lease") is made and entered by and between PNC Equipment Finance, LLC ("Lessor") and the Lessee identified below ("Lessee").

LESSEE: City of Kaufman, Texas

1. **LEASE OF EQUIPMENT.** Subject to the terms and conditions of this Master Lease, Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, all Equipment described in each Schedule signed from time to time by Lessee and Lessor.

2. **CERTAIN DEFINITIONS.** All terms defined in the Lease are equally applicable to both the singular and plural form of such terms. (a) "Schedule" means each Lease Schedule signed and delivered by Lessee and Lessor, together with all addenda, riders, attachments, certificates and exhibits thereto, as the same may from time to time be amended, modified or supplemented. Lessee and Lessor agree that each Schedule (except as expressly provided in said Schedule) incorporates by reference all of the terms and conditions of the Master Lease. (b) "Lease" means each Schedule and this Master Lease as incorporated into said Schedule. (c) "Equipment" means the property described in each Schedule, together with all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto. (d) "Lien" means any security interest, lien, mortgage, pledge, encumbrance, judgment, execution, attachment, warrant, writ, levy, other judicial process or claim of any nature whatsoever by or of any person.

3. **LEASE TERM.** The term of the lease of the Equipment described in each Lease ("Lease Term") commences on the first date any of such Equipment is accepted by Lessee pursuant to Section 5 hereof and, unless earlier terminated as expressly provided in the Lease, continues until Lessee's payment and performance in full of all of Lessee's obligations under the Lease.

4. RENT PAYMENTS.

4.1 For each Lease, Lessee agrees to pay to Lessor the rent payments in the amounts and at the times as set forth in the Schedule A-1 attached to the Schedule ("Rent Payments"). A portion of each Rent Payment is paid as and represents the payment of interest as set forth in the Schedule A-1. Rent Payments will be payable for the Lease Term in U.S. dollars, without notice or demand at the office of Lessor (or such other place as Lessor may designate from time to time in writing).

4.2 If Lessor receives any payment from Lessee after the due date, Lessee shall pay Lessor on demand as a late charge five per cent (5%) of such overdue amount, limited, however, to the maximum amount allowed by law.

4.3 EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 6 HEREOF OR IN ANY WRITTEN MODIFICATION TO THE LEASE SIGNED BY LESSOR, THE OBLIGATION TO PAY RENT PAYMENTS UNDER EACH LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS AND SHALL NOT BE SUBJECT TO ANY SETOFF, DEFENSE, COUNTERCLAIM, ABATEMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER.

5. DELIVERY; ACCEPTANCE; FUNDING CONDITIONS.

5.1 Lessee shall arrange for the transportation, delivery and installation of all Equipment to the location specified in the Schedule ("Location") by Equipment suppliers ("Suppliers") selected by Lessee. Lessee shall pay all costs related thereto unless Lessor otherwise agrees to pay such costs as stated in the Schedule.

5.2 Lessee shall accept Equipment as soon as it has been delivered and is operational. Lessee shall evidence its acceptance of any Equipment by signing and delivering to Lessor the applicable

Schedule. If Lessee signs and delivers a Schedule and if all Funding Conditions have been satisfied in full, then Lessor will pay or cause to be paid the costs of such Equipment as stated in the Schedule ("Purchase Price") to the applicable Supplier.

5.3 Lessor shall have no obligation to pay any Purchase Price unless all reasonable conditions established by Lessor ("Funding Conditions") have been satisfied, including, without limitation, the following: (a) Lessee has signed and delivered the Schedule and its Schedule A-1; (b) no Event of Default shall have occurred and be continuing; (c) no material adverse change shall have occurred in the Internal Revenue Code of 1986, as amended, and the related regulations and rulings thereunder (collectively, the "Code"); (d) no material adverse change shall have occurred in the financial condition of Lessee or any Supplier; (e) the Equipment is reasonably satisfactory to Lessor and is free and clear of any Liens (except Lessor's Liens); (f) all representations of Lessee in the Lease remain true, accurate and complete; and (g) Lessor has received all of the following documents, which shall be reasonably satisfactory, in form and substance, to Lessor: (1) evidence of insurance coverage required by the Lease, (2) an opinion of Lessee's counsel; (3) reasonably detailed invoices for the Equipment; (4) Uniform Commercial Code (UCC) financing statements; (5) copies of resolutions by Lessee's governing body, duly authorizing the Lease and incumbency certificates for the person(s) who will sign the Lease; (6) such documents and certificates relating to the tax-exempt interest payable under the Lease (including, without limitation, IRS Form 8038G or 8038GC) as Lessor may request; and (7) such other documents and information previously identified by Lessor or otherwise reasonably requested by Lessor.

6. TERMINATION FOR GOVERNMENTAL NON-APPROPRIATIONS.

6.1 For each Lease, Lessee represents and warrants: that it has appropriated and budgeted the necessary funds to make all Rent Payments required pursuant to such Lease for the remainder of the fiscal year in which the Lease Term commences; and that it intends to make Rent Payments for the full Lease Term as scheduled on the applicable Schedule A-1 so long as funds are appropriated in each fiscal year by its governing body. Lessee reasonably believes that moneys in an amount sufficient to make all Rent Payments can and will lawfully be appropriated and made available therefor. All Rent Payments shall be payable out of the general funds of Lessee or out of other funds legally available therefor. Lessor agrees that the Leases will not be general obligations of Lessee and that the Leases shall not constitute pledges of either the full faith and credit of Lessee or the taxing power of Lessee.

6.2 If Lessee's governing body fails to appropriate sufficient funds in any fiscal year for Rent Payments or other payments due under a Lease and if other funds are not available for such payments, then a "Non-Appropriation Event" shall be deemed to have occurred. If a Non-Appropriation Event occurs, then: (a) Lessee shall give Lessor immediate notice of such Non-Appropriation Event and provide written evidence of such failure by Lessee's governing body; (b) on the Return Date, Lessee shall return to Lessor all, but not less than all, of the Equipment covered by the affected Lease, at Lessee's sole expense, in accordance with Section 21 hereof; and (c) the affected Lease shall terminate on the Return Date without penalty or expense to Lessee, provided, that Lessee shall pay all Rent Payments and other amounts payable under the affected Lease for which funds shall have been appropriated or are otherwise available, provided further, that Lessee shall pay month-to-month rent at the rate set forth in the affected Lease for each month or part thereof that Lessee fails to return the Equipment under this Section 6.2. "Return Date" means the last day of the fiscal year for which appropriations were made for the Rent Payments due under a Lease.

7. NO WARRANTY BY LESSOR. The Equipment is sold "AS IS". LESSEE ACKNOWLEDGES THAT LESSOR DID NOT MANUFACTURE THE EQUIPMENT. LESSOR DOES NOT REPRESENT THE MANUFACTURER, OWNER, OR DEALER, AND LESSEE SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE OR AS TO THE EQUIPMENT'S VALUE, DESIGN, CONDITION, USE, CAPACITY OR DURABILITY. LESSEE AGREES THAT REGARDLESS OF CAUSE, LESSOR IS NOT RESPONSIBLE FOR, AND LESSEE WILL NOT MAKE ANY CLAIM AGAINST LESSOR FOR, ANY DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL OR INDIRECT INCURRED BY LESSEE IN CONNECTION WITH THE EQUIPMENT OR THIS MASTER LEASE - LEASE PURCHASE AGREEMENT. NEITHER THE MANUFACTURER, THE DEALER, NOR ANY SALESPERSON, EMPLOYEE OR AGENT OF THE DEALER OR MANUFACTURER, IS LESSOR'S AGENT OR HAS ANY AUTHORITY TO SPEAK FOR LESSOR OR TO BIND LESSOR IN ANY WAY. For and during the Lease

Term, Lessor hereby assigns to Lessee any manufacturer's or Supplier's product warranties, express or implied, applicable to any Equipment and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's sole expense. Lessee agrees that (a) all Equipment will have been purchased by Lessor in accordance with Lessee's specifications from Suppliers selected by Lessee, (b) Lessor is not a manufacturer or dealer of any Equipment and has no liability for the delivery or installation of any Equipment, (c) Lessor assumes no obligation with respect to any manufacturer's or Supplier's product warranties or guaranties, (d) no manufacturer or Supplier or any representative of said parties is an agent of Lessor, and (e) any warranty, representation, guaranty or agreement made by any manufacturer or Supplier or any representative of said parties shall not be binding upon Lessor.

8. TITLE; SECURITY INTEREST.

8.1 Upon Lessee's acceptance of any Equipment under its Lease, title to the Equipment shall vest in Lessee, subject to Lessor's security interest therein and all of Lessor's other rights under such Lease including, without limitation, Sections 6, 20 and 21 hereof.

8.2 As collateral security for the Secured Obligations, Lessee hereby grants to Lessor a first priority security interest in any and all of the Equipment (now existing or hereafter acquired) and any and all proceeds thereof. Lessee agrees to execute and deliver to Lessor all necessary documents to evidence and perfect such security interest, including, without limitation, Uniform Commercial Code (UCC) financing statements and any amendments thereto.

8.3 "Secured Obligations" means Lessee's obligations to pay all Rent Payments and all other amounts due and payable under all present and future Leases and to perform and observe all covenants, agreements and conditions (direct or indirect, absolute or contingent, due or to become due, or existing or hereafter arising) of Lessee under all present and future Leases.

9. **PERSONAL PROPERTY.** All Equipment is and will remain personal property and will not be deemed to be affixed or attached to real estate or any building thereon.

10. **MAINTENANCE AND OPERATION.** Lessee agrees it shall, at its sole expense: (a) repair and maintain all Equipment in good condition and working order, in accordance with manufacturer's instructions, and supply and install all replacement parts or other devices when required to so maintain the Equipment or when required by applicable law or regulation, which parts or devices shall automatically become part of the Equipment; and (b) use and operate all Equipment in a careful manner in the normal course of its operations and only for the purposes for which it was designed in accordance with the manufacturer's warranty requirements, and comply with all laws and regulations relating to the Equipment. If any Equipment is customarily covered by a maintenance agreement, Lessee will furnish Lessor with a maintenance agreement by a party reasonably satisfactory to Lessor. No maintenance or other service for any Equipment will be provided by Lessor. Lessee will not make any alterations, additions or improvements ("Improvements") to any Equipment without Lessor's prior written consent unless the Improvements may be readily removed without damage to the operation, value or utility of such Equipment, but any such Improvements not removed prior to the termination of the applicable Lease shall automatically become part of the Equipment.

11. **LOCATION; INSPECTION.** Equipment will not be removed from, or if Equipment is rolling stock its permanent base will not be changed from, the Location without Lessor's prior written consent which will not be unreasonably withheld. Upon reasonable notice to Lessee, Lessor may enter the Location or elsewhere during normal business hours to inspect the Equipment.

12. LIENS, SUBLEASES AND TAXES.

12.1 Lessee shall keep all Equipment free and clear of all Liens except those Liens created under its Lease. Lessee shall not sublet or lend any Equipment or permit it to be used by anyone other than Lessee or Lessee's employees.

12.2 Lessee shall pay when due all Taxes which may now or hereafter be imposed upon any Equipment or its ownership, leasing, rental, sale, purchase, possession or use, upon any Lease or upon any Rent Payments or any other payments due under any Lease. If Lessee fails to pay such Taxes when

due, Lessor shall have the right, but not the obligation, to pay such Taxes. If Lessor pays any such Taxes, then Lessee shall, upon demand, immediately reimburse Lessor therefor. "Taxes" means present and future taxes, levies, duties, assessments or other governmental charges that are not based on the net income of Lessor, whether they are assessed to or payable by Lessee or Lessor, including, without limitation (a) sales, use, excise, licensing, registration, titling, gross receipts, stamp and personal property taxes, and (b) interest, penalties or fines on any of the foregoing.

13. RISK OF LOSS.

13.1 Lessee bears the entire risk of loss, theft, damage or destruction of any Equipment in whole or in part from any reason whatsoever ("Casualty Loss"). No Casualty Loss to any Equipment shall relieve Lessee from the obligation to make any Rent Payments or to perform any other obligation under any Lease. Proceeds of any insurance recovery will be applied to Lessee's obligations under this Section 13.

13.2 If a Casualty Loss occurs to any Equipment, Lessee shall immediately notify Lessor of the same and Lessee shall, unless otherwise directed by Lessor, immediately repair the same.

13.3 If Lessor determines that any item of Equipment has suffered a Casualty Loss beyond repair ("Lost Equipment"), then Lessee shall either: (a) immediately replace the Lost Equipment with similar equipment in good repair, condition and working order free and clear of any Liens (except Lessor's Liens) and deliver to Lessor a bill of sale covering the replacement equipment, in which event such replacement equipment shall automatically be Equipment under the applicable Lease; or (b) on the next scheduled Rent Payment date, pay Lessor (i) all amounts owed by Lessee under the applicable Lease, including the Rent Payment due on such date plus (ii) an amount equal to the applicable Termination Value set forth in the Payment Schedule to the applicable Lease. If Lessee is making such payment with respect to less than all of the Equipment under a Lease, then Lessor will provide Lessee with the pro rata amount of the Rent Payment and Termination Value to be paid by Lessee with respect to the Lost Equipment.

13.4 Lessee shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses (including reasonable attorney's fees), damages or losses arising under or related to any Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof. These obligations of Lessee shall survive any expiration or termination of any Lease. Lessee shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses (including attorney's fees), damages or losses which arise directly from events occurring after any Equipment has been returned by Lessee to Lessor in accordance with the terms of the applicable Lease or which arise directly from the gross negligence or willful misconduct of Lessor.

14. INSURANCE.

14.1 (a) Lessee at its sole expense shall at all times keep all Equipment insured against all risks of loss or damage from every cause whatsoever for an amount not less than the Termination Value of the Equipment. Proceeds of any such insurance covering damage or loss of any Equipment shall be payable to Lessor as loss payee. (b) The Total Amount Financed as set forth on the Schedule A-1 does not include the payment of any premium for any liability insurance coverage for bodily injury and/or property damage caused to others and no such insurance will be purchased by Lessor. (c) Lessee at its sole expense shall at all times carry public liability and property damage insurance in amounts reasonably satisfactory to Lessor protecting Lessee and Lessor from liabilities for injuries to persons and damage to property of others relating in any way to any Equipment. Proceeds of any such public liability or property insurance shall be payable first to Lessor as additional insured to the extent of its liability, and then to Lessee.

14.2 All insurers shall be reasonably satisfactory to Lessor. Lessee shall promptly deliver to Lessor satisfactory evidence of required insurance coverage and all renewals and replacements thereof. Each insurance policy will require that the insurer give Lessor at least 30 days prior written notice of any cancellation of such policy and will require that Lessor's interests remain insured regardless of any act, error, misrepresentation, omission or neglect of Lessee. The insurance maintained by Lessee shall be primary without any right of contribution from insurance which may be maintained by Lessor.

15. PURCHASE OPTION. Upon thirty (30) days prior written notice by Lessee to Lessor, and so long as there is no Event of Default then existing, Lessee shall have the option to purchase all, but not less than all, of the Equipment covered by a Lease on any Rent Payment due date by paying to Lessor all Rent Payments then due (including accrued interest, if any) plus the Termination Value amount set forth on the

Payment Schedule to the applicable Lease for such date. Upon satisfaction by Lessee of such purchase conditions, Lessor shall release its Lien on such Equipment and Lessee shall retain its title to such Equipment "AS-IS, WHERE-IS," without representation or warranty by Lessor, express or implied, except for a representation that such Equipment is free and clear of any Liens created by Lessor.

16. LESSEE'S REPRESENTATIONS AND WARRANTIES. With respect to each Lease and its Equipment, Lessee hereby represents and warrants to Lessor that:

(a) Lessee has full power, authority and legal right to execute and deliver the Lease and to perform its obligations under the Lease, and all such actions have been duly authorized by appropriate findings and actions of Lessee's governing body;

(b) the Lease has been duly executed and delivered by Lessee and constitutes a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms;

(c) the Lease is authorized under, and the authorization, execution and delivery of the Lease complies with, all applicable federal, state and local laws and regulations (including, but not limited to, all open meeting, public bidding and property acquisition laws) and all applicable judgments and court orders;

(d) the execution, delivery and performance by Lessee of its obligations under the Lease will not result in a breach or violation of, nor constitute a default under, any agreement, lease or other instrument to which Lessee is a party or by which Lessee's properties may be bound or affected;

(e) there is no pending, or to the best of Lessee's knowledge threatened, litigation of any nature which may have a material adverse effect on Lessee's ability to perform its obligations under the Lease; and

(f) Lessee is a state, or a political subdivision thereof, as referred to in Section 103 of the Code, and Lessee's obligation under the Lease constitutes an enforceable obligation issued on behalf of a state or a political subdivision thereof.

17. TAX COVENANTS. Lessee hereby covenants and agrees that:

(a) Lessee shall comply with all of the requirements of Section 149(a) and Section 149(e) of the Code, as the same may be amended from time to time, and such compliance shall include, but not be limited to, keeping a complete and accurate record of any assignments of any Lease and executing and filing Internal Revenue Form 8038G or 8038GC, as the case may be, and any other information statements reasonably requested by Lessor;

(b) Lessee shall not do (or cause to be done) any act which will cause, or by omission of any act allow, any Lease to be an "arbitrage bond" within the meaning of Section 148(a) of the Code or any Lease to be a "private activity bond" within the meaning of Section 141(a) of the Code; and

(c) Lessee shall not do (or cause to be done) any act which will cause, or by omission of any act allow, the interest portion of any Rent Payments to be or become includable in gross income for Federal income taxation purposes under the Code.

(d) If Lessor either (i) receives notice, in any form, from the IRS; or (ii) reasonably determines, based on an opinion of independent tax counsel selected by Lessor and approved by Lessee, which approval Lessee shall not unreasonably withhold, that Lessor may not exclude the interest component of any Rent Payment under a Tax-Exempt Lease from federal gross income because Lessee breached a covenant contained herein, then Lessee shall pay to Lessor, within thirty (30) days after Lessor notifies Lessee of such determination, the amount which, with respect to Rent Payments previously paid and taking into account all penalties, fines, interest and additions to tax (including all federal, state and local taxes imposed on the interest component of all Rent Payments under such Tax-Exempt Lease due through the date of such event) that are imposed on Lessor as a result of the loss of the exclusion, will restore to Lessor the same after-tax yield on the transaction evidenced by such Tax-Exempt Lease (assuming tax at the highest marginal corporate tax rate) that it would have realized had the exclusion not been lost. Additionally, Lessee agrees that upon the occurrence of such an event with respect to a Tax-Exempt Lease, it shall pay additional rent to Lessor on each succeeding Rent Payment due date in such amount as will maintain such

after-tax yield to Lessor. Lessor's determination of the amount necessary to maintain its after-tax yield as provided in this subsection (b) shall be conclusive (absent manifest error). Notwithstanding anything in a Tax-Exempt Lease to the contrary, any payment that Lessee is required to make pursuant to this subsection (b) shall be made only from Legally Available Funds.

18. ASSIGNMENT.

18.1 Lessee shall not assign, transfer, pledge, hypothecate, nor grant any Lien on, nor otherwise dispose of, any Lease or any Equipment or any interest in any Lease or Equipment.

18.2 Lessor may assign its rights, title and interest in and to any Lease or any Equipment, and/or may grant or assign a security interest in any Lease and its Equipment, in whole or in part, to any party at any time. Any such assignee or lien holder (an "Assignee") shall have all of the rights of Lessor under the applicable Lease. **LESSEE AGREES NOT TO ASSERT AGAINST ANY ASSIGNEE ANY CLAIMS, ABATEMENTS, SETOFFS, COUNTERCLAIMS, RECOUPMENT OR ANY OTHER SIMILAR DEFENSES WHICH LESSEE MAY HAVE AGAINST LESSOR.** Unless otherwise agreed by Lessee in writing, any such assignment transaction shall not release Lessor from any of Lessor's obligations under the applicable Lease. An assignment or reassignment of any of Lessor's right, title or interest in a Lease or its Equipment shall be enforceable against Lessee only after Lessee receives a written notice of assignment which discloses the name and address of each such Assignee. Lessee shall keep a complete and accurate record of all such assignments in the form necessary to comply with Section 149(a) of the Code. Lessee agrees to acknowledge in writing any such assignments if so requested.

18.3 Each Assignee of a Lease hereby agrees that: (a) the term Secured Obligations as used in Section 8.3 hereof is hereby amended to include and apply to all obligations of Lessee under the Assigned Leases and to exclude the obligations of Lessee under any Non-Assigned Leases; (b) said Assignee shall have no Lien on, nor any claim to, nor any interest of any kind in, any Non-Assigned Leases; and (c) Assignee shall exercise its rights, benefits and remedies as the assignee of Lessor (including, without limitation, the remedies under Section 20 of the Master Lease) solely with respect to the Assigned Leases. "Assigned Leases" means only those Leases which have been assigned to an Assignee pursuant to a written agreement; and "Non-Assigned Leases" means all Leases excluding the Assigned Leases.

18.4 Subject to the foregoing, each Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

19. EVENTS OF DEFAULT. For each Lease, "Event of Default" means the occurrence of any one or more of the following events as they may relate to such Lease: (a) Lessee fails to make any Rent Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten (10) days after the due date thereof; (b) Lessee fails to perform or observe any of its obligations under Sections 12.1, 14 or 18.1 hereof; (c) Lessee fails to perform or observe any other covenant, condition or agreement to be performed or observed by it under the Lease and such failure is not cured within thirty (30) days after receipt of written notice thereof by Lessor; (d) any statement, representation or warranty made by Lessee in the Lease or in any writing delivered by Lessee pursuant thereto or in connection therewith proves at any time to have been false, misleading or erroneous in any material respect as of the time when made; (e) Lessee applies for or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee or of all or a substantial part of its assets, or a petition for relief is filed by Lessee under any federal or state bankruptcy, insolvency or similar law, or a petition in a proceeding under any federal or state bankruptcy, insolvency or similar law is filed against Lessee and is not dismissed within sixty (60) days thereafter; or (f) Lessee shall be in default under any other Lease or under any other financing agreement executed at any time with Lessor.

20. REMEDIES. If any Event of Default occurs, then Lessor may, at its option, exercise any one or more of the following remedies:

(a) Lessor may require Lessee to pay (and Lessee agrees that it shall pay) all amounts then currently due under all Leases and all remaining Rent Payments due under all Leases during the fiscal year in effect when the default occurs together with interest on such amounts at the highest lawful rate from the date of Lessor's demand for such payment.

(b) Lessor may require Lessee to promptly return all Equipment to Lessor in the manner set forth in Section 21 (and Lessee agrees that it shall so return the Equipment), or Lessor may, at its option, enter upon the premises where any Equipment is located and repossess such Equipment without demand or notice, without any court order or other process of law and without liability for any damage occasioned by such repossession;

(c) Lessor may sell, lease or otherwise dispose of any Equipment, in whole or in part, in one or more public or private transactions, and if Lessor so disposes of any Equipment, then Lessor shall retain the entire proceeds of such disposition free of any claims of Lessee, provided, that the net proceeds of any such disposition shall be applied to amounts payable by Lessee under clause (a) above of this Section only to the extent that such net proceeds exceed the applicable Termination Value set forth in the applicable Schedule A-1;

(d) Lessor may terminate, cancel or rescind any Lease as to any and all Equipment;

(e) Lessor may exercise any other right, remedy or privilege which may be available to Lessor under applicable law or, by appropriate court action at law or in equity, Lessor may enforce any of Lessee's obligations under any Lease; and/or

(f) Lessor may require Lessee to pay (and Lessee agrees that it shall pay) all out-of-pocket costs and expenses incurred by Lessor as a result (directly or indirectly) of the Event of Default and/or of Lessor's actions under this section, including, without limitation, any attorney fees and expenses and any costs related to the repossession, safekeeping, storage, repair, reconditioning or disposition of any Equipment.

None of the above remedies is exclusive, but each is cumulative and in addition to any other remedy available to Lessor. Lessor's exercise of one or more remedies shall not preclude its exercise of any other remedy. No delay or failure on the part of Lessor to exercise any remedy under any Lease shall operate as a waiver thereof, nor as an acquiescence in any default, nor shall any single or partial exercise of any remedy preclude any other exercise thereof or the exercise of any other remedy.

21. RETURN OF EQUIPMENT. If Lessor is entitled under the provisions of any Lease, including any termination thereof pursuant to Sections 6 or 20 of this Master Lease, to obtain possession of any Equipment or if Lessee is obligated at any time to return any Equipment, then (a) title to the Equipment shall vest in Lessor immediately upon Lessors notice thereof to Lessee, and (b) Lessee shall, at its sole expense and risk, immediately de-install, disassemble, pack, crate, insure and return the Equipment to Lessor (all in accordance with applicable industry standards) at any location in the continental United States selected by Lessor. Such Equipment shall be in the same condition as when received by Lessee (reasonable wear, tear and depreciation resulting from normal and proper use excepted), shall be in good operating order and maintenance as required by the applicable Lease, shall be free and clear of any Liens (except Lessor's Lien) and shall comply with all applicable laws and regulations. Until Equipment is returned as required above, all terms of the applicable Lease shall remain in full force and effect including, without limitation, obligations to pay Rent Payments and to insure the Equipment. Lessee agrees to execute and deliver to Lessor all documents reasonably requested by Lessor to evidence the transfer of legal and beneficial title to such Equipment to Lessor and to evidence the termination of Lessee's interest in such Equipment.

22. LAW GOVERNING. Each Lease shall be governed by the laws of the state of the lessee (The "State").

23. NOTICES. All notices to be given under any Lease shall be made in writing and either personally delivered or mailed by certified mail to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notices shall be deemed to have been received five (5) days subsequent to mailing if sent by regular or certified mail, or on the next business day if sent by overnight courier, or on the day of delivery if delivered personally.

24. FINANCIAL INFORMATION; INDEMNITY; POWER OF ATTORNEY. Within thirty (30) days of their completion in each fiscal year of Lessee during any Lease Term, Lessee will deliver to Lessor upon Lessor's request the publicly available annual financial information of Lessee. To the extent permitted by law, Lessee shall indemnify, hold harmless and, if Lessor requests, defend Lessor and its shareholders,

affiliates, employees, dealers and agents against all Claims directly or indirectly arising out of or connected with (a) the manufacture, installation, use, lease, possession or delivery of the Equipment, (b) any defects in the Equipment, any wrongful act or omission of Lessee, or its employees and agents, or (c) any claims of alleged breach by Lessee of this Master Lease or any related document. "Claims" means all losses, liabilities, damages, penalties, expenses (including attorney's fees and costs), claims, actions and suits, whether in contract, tort or otherwise. Lessee hereby appoints Lessor its true and lawful attorney-in-fact (with full power of substitution) to prepare any instrument, certificate of title or financing statement covering the Equipment or otherwise protecting Lessor's interest in the Equipment, to sign Lessee's name with the same force and effect as if signed by Lessee, and to file same at the proper location(s); and make claims for, receive payment of, and execute and endorse all documents, checks or drafts for loss, theft, damage or destruction to the Equipment under any insurance.

25. ANTI-MONEY LAUNDERING/INTERNATIONAL TRADE LAW COMPLIANCE.

Lessee represents and warrants to Lessor, as of the date of this Master Lease, the date of each advance of proceeds pursuant to this Master Lease, the date of any renewal, extension or modification of this Master Lease or any Lease, and at all times until this Master Lease and each Lease has been terminated and all amounts thereunder have been indefeasibly paid in full, that: (a) no Covered Entity (i) is a Sanctioned Person; (ii) has any of its assets in a Sanctioned Country or in the possession, custody or control of a Sanctioned Person; or (iii) does business in or with, or derives any of its operating income from investments in or transactions with, any Sanctioned Country or Sanctioned Person in violation of any law, regulation, order or directive enforced by any Compliance Authority; (b) the proceeds of any Lease will not be used to fund any operations in, finance any investments or activities in, or, make any payments to, a Sanctioned Country or Sanctioned Person in violation of any law, regulation, order or directive enforced by any Compliance Authority; (c) the funds used to repay any Lease are not derived from any unlawful activity; and (d) each Covered Entity is in compliance with, and no Covered Entity engages in any dealings or transactions prohibited by, any laws of the United States, including but not limited to any Anti-Terrorism Laws. Lessee covenants and agrees that it shall immediately notify Lessor in writing upon the occurrence of a Reportable Compliance Event.

As used herein: "Anti-Terrorism Laws" means any laws relating to terrorism, trade sanctions programs and embargoes, import/export licensing, money laundering, or bribery, all as amended, supplemented or replaced from time to time; "Compliance Authority" means each and all of the (a) U.S. Treasury Department/Office of Foreign Assets Control, (b) U.S. Treasury Department/Financial Crimes Enforcement Network, (c) U.S. State Department/Directorate of Defense Trade Controls, (d) U.S. Commerce Department/Bureau of Industry and Security, (e) U.S. Internal Revenue Service, (f) U.S. Justice Department, and (g) U.S. Securities and Exchange Commission; "Covered Entity" means Lessee, its affiliates and subsidiaries, all guarantors, pledgors of collateral, all owners of the foregoing, and all brokers or other agents of Lessee acting in any capacity in connection with this Master Lease or any Lease; "Reportable Compliance Event" means that any Covered Entity becomes a Sanctioned Person, or is indicted, arraigned, investigated or custodially detained, or receives an inquiry from regulatory or law enforcement officials, in connection with any Anti-Terrorism Law or any predicate crime to any Anti-Terrorism Law, or self-discovers facts or circumstances implicating any aspect of its operations with the actual or possible violation of any Anti-Terrorism Law; "Sanctioned Country" means a country subject to a sanctions program maintained by any Compliance Authority; and "Sanctioned Person" means any individual person, group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, sanctioned or debarred person or entity, or subject to any limitations or prohibitions (including but not limited to the blocking of property or rejection of transactions), under any order or directive of any Compliance Authority or otherwise subject to, or specially designated under, any sanctions program maintained by any Compliance Authority.

26. USA PATRIOT ACT NOTICE.

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each lessee that opens an account. What this means: when Lessee opens an account, Lessor will ask for the business name, business address, taxpayer identifying number and other information that will allow Lessor to identify Lessee, such as organizational documents. For some businesses and organizations, Lessor may also need to ask for identifying information and documentation relating to certain individuals associated with the business or organization.

27. **SECTION HEADINGS.** All section headings contained herein or in any Schedule are for convenience of reference only and do not define or limit the scope of any provision of any Lease.

28. **EXECUTION IN COUNTERPARTS.** Each Schedule to this Master Lease may be executed in several counterparts, each of which shall be deemed an original, but all of which shall be deemed one instrument. Only one counterpart of each Schedule shall be marked "Lessor's Original" and all other counterparts shall be deemed duplicates. An assignment of or security interest in any Schedule may be created through transfer and possession only of the counterpart marked "Lessor's Original."

29. **ENTIRE AGREEMENT; WRITTEN AMENDMENTS.** Each Lease, together with the exhibits attached thereto and made a part hereof and other attachments thereto, and other documents or instruments executed by Lessee and Lessor in connection therewith, constitute the entire agreement between the parties with respect to the lease of the Equipment covered thereby, and such Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of any Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

30. **HEAVY-DUTY VEHICLE GREENHOUSE GAS EMISSION REDUCTION REGULATION.**

(a) If the equipment leased pursuant to the Lease is a tractor, the Lessee of this heavy-duty tractor understands that when using a heavy-duty tractor to pull a 53-foot or longer box-type trailer on a highway within California, the heavy-duty tractor must be compliant with sections 95300-95312, title 17, California Code of Regulations, and that it is the responsibility of the Lessee to ensure this heavy-duty tractor is compliant. The regulations may require this heavy-duty tractor to have low-rolling-resistance tires that are U.S. Environmental Protection Agency (U.S. EPA) SmartWay Verified Technologies prior to current or future use in California, or may entirely prohibit use of this tractor in California if it is a model year 2011 or later tractor and is not a U.S. EPA SmartWay Certified Tractor.

(b) If the equipment leased pursuant to the Lease is a trailer, the Lessee of this box-type trailer understands that when using a heavy-duty tractor to pull a 53-foot or longer box-type trailer on a highway within California, the box-type trailer must be compliant with sections 95300-95312, title 17, California Code of Regulations, and that it is the responsibility of the Lessee to ensure this box-type trailer is compliant. The regulations may require this trailer to have low-rolling-resistance tires and aerodynamic technologies that are U.S. Environmental Protection Agency SmartWay Verified Technologies prior to current or future use in California.

(c) Notwithstanding anything in the Lease to the contrary, the Lease does not prohibit the Lessee from modifying the trailer, at Lessee's cost, to be compliant with the requirements of the California Heavy-Duty Vehicle Greenhouse Gas Emission Reduction Regulation.

31. **IMPORTANT INFORMATION ABOUT PHONE CALLS.** By providing telephone number(s) to Lessor, now or at any later time, Lessee authorizes Lessor and its affiliates and designees to contact Lessee regarding Lessee account(s) with Lessor or its affiliates, whether such accounts are Lessee individual accounts or business accounts for which Lessee is a contact, at such numbers using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or leaving prerecorded messages or sending text messages, even if charges may be incurred for the calls or text messages. Lessee consents that any phone call with Lessor may be monitored or recorded by Lessor.

City of Kaufman, Texas
("Lessee")

By: _____

Title: _____

209 South Washington Street
Kaufman, TX 75142

PNC Equipment Finance, LLC
("Lessor")

By: _____

Title _____

155 East Broad Street, B4-B230-05-7
Columbus, OH 43215

TEXAS LEASE SCHEDULE ADDENDUM

Dated As Of February 24, 2021

Lease Schedule No. 98994255-1 dated February 24, 2021

Lessee: City of Kaufman, Texas

Reference is made to the above Lease Schedule ("Schedule") and to the Master Lease-Purchase Agreement ("Master Lease") identified in the Schedule by and between PNC Equipment Finance, LLC ("Lessor") and the above lessee ("Lessee"). As used herein, "Lease" shall mean the Schedule and the Master Lease, but only to the extent that the Master Lease relates to the Schedule. This Addendum amends and modifies the terms and conditions of the Lease and is hereby made a part of the Lease. Unless otherwise defined herein, capitalized terms defined in the Master Lease shall have the same meaning when used herein.

NOW, THEREFORE, solely for purposes of the Lease, Lessor and Lessee hereby agree as follows:

1. NON-APPROPRIATION AND NON-SUBSTITUTION AMENDMENTS. All of subsections 6.1 and 6.2 of the Master Lease are deleted and replaced with the following:

"6. TERMINATION FOR GOVERNMENTAL NON-APPROPRIATIONS.

"6.1 For the Lease, Lessee represents and warrants: that it has appropriated and budgeted the necessary funds to make all Rent Payments required pursuant to such Lease for the remainder of the fiscal year in which the Lease Term commences; and that it currently intends to make Rent Payments for the full Lease Term as scheduled in the applicable Payment Schedule if funds are appropriated for the Rent Payments in each succeeding fiscal year by its governing body. Without contractually committing itself to do so, Lessee reasonably believes that moneys in an amount sufficient to make all Rent Payments can and will lawfully be appropriated and made available therefor. All Rent Payments shall be payable out of the general funds of Lessee or out of other funds legally available therefor. Lessor agrees that the Lease will not be a general obligation of Lessee and the Lease shall not constitute a pledge of either the full faith and credit of Lessee or the taxing power of Lessee.

"6.2 If Lessee's governing body fails to appropriate sufficient funds in any fiscal year for Rent Payments or other payments due under the Lease and if other funds are not legally available for such payments, then a "Non-Appropriation Event" shall be deemed to have occurred. If a Non-Appropriation Event occurs, then: (a) Lessee shall give Lessor immediate notice of such Non-Appropriation Event and provide written evidence of such failure by Lessee's governing body; (b) on the Return Date, Lessee shall return to Lessor all, but not less than all, of the Equipment covered by the Lease, at Lessee's sole expense, in accordance with Section 21 hereof (provided, that if under applicable State law Lessee's obligation to pay the expenses of returning the Equipment would render the Lease void or unenforceable under State law, then Lessee shall not be obligated to pay the expenses of returning the Equipment under section 21 hereof, but Lessee shall be required to cooperate with Lessor in Lessor's taking possession of the Equipment); and (c) the Lease shall terminate on the Return Date without penalty to Lessee, provided, that Lessee shall pay all Rent Payments and other amounts payable under the Lease for which funds shall have been appropriated or are otherwise legally available, provided further, that Lessee shall pay month-to-month rent at the rate set forth in the Lease for each month or part thereof that Lessee fails to return the Equipment under this Section 6.2. "Return Date" means the last day of the fiscal year for which appropriations were made for the Rent Payments due under the Lease."

2. DECLARATION OF PERSONAL PROPERTY FINANCING.

(a) **LESSEE AND LESSOR EXPRESSLY DECLARE AND AGREE THAT THE EQUIPMENT SHALL CONSTITUTE PERSONAL PROPERTY AND THAT THE EQUIPMENT SHALL NOT BE DEEMED, OR IDENTIFIED AS, ANY OF THE FOLLOWING: REAL PROPERTY; AN IMPROVEMENT ON ANY REAL PROPERTY; A PERMANENT BUILDING OR STRUCTURE ON ANY REAL PROPERTY; OR A FIXTURE ON ANY REAL PROPERTY.**

(b) Lessee represents and warrants to Lessor that the Equipment is personal property and that the Equipment is not any of the following: real property; an improvement on any real property; a permanent building or structure on any real property; or a fixture on any real property. Upon Lessor's written request, Lessee shall furnish to Lessor a certificate executed by an independent engineer or architect who is reasonably satisfactory to Lessor wherein said engineer or architect certifies that the Equipment is relocatable or transportable and will remain personal property.

(c) Without limiting the generality of the representations in the Master Lease as it applies to the Lease, Lessee represents and warrants to Lessor that the Lease complies with all applicable provisions of the laws of the State of Texas,

including, without limitation, all applicable public finance laws of the State of Texas.

3. NO SALE OF FRACTIONAL INTERESTS IN THE LEASE. Lessor agrees that: (a) unless otherwise agreed by Lessee in writing, Lessor will not create or sell fractional interests in the Lease or participation interests in the Lease; (b) if Lessor sells or assigns its rights in the Lease, then, unless otherwise agreed by Lessee in writing, such sale or assignment shall be of an undivided interest in all of Lessor's right, title and interest in the Lease to a single purchaser or assignee; and (c) if Lessee consents to the creation or sale of any fractional interests in the Lease or any participation interests in the Lease, Lessor agrees that such transaction shall comply with applicable State and federal law.

4. ISRAEL. In accordance with Texas law, Lessor does not boycott Israel and will not boycott Israel during the term of this Lease.

5. GENERAL. Except as expressly amended by this Addendum and other modifications signed by Lessor, the Lease remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first referenced above.

City of Kaufman, Texas
(Lessee)

By: _____

Title: _____

PNC Equipment Finance, LLC
(Lessor)

By: _____

Title: _____

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

PNC Equipment Finance, LLC
Columbus, OH United States

Certificate Number:
2021-716446

Date Filed:
02/11/2021

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Kaufman, Texas

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.

98994255-1
(1) 2020 Pierce Saber FR Pumper

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Jackson employee, Suzanne	Downers Grove, IL United States		X
	Kennedy employee, Cheryl	Columbus , OH United States		X
	Zitko employee, Michele	Columbus , OH United States		X
	PNC BANK, NA ,	Pittsburgh , PA United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Suzanne Jackson, and my date of birth is 10/13/1958.

My address is 2650 Warrenville Road, Downers Grove, IL, 60515, DuPage.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in DuPage County, State of Illinois, on the 11th day of February, 2021.
(month) (year)



Digitally signed by Suzanne Jackson
Date: 2021.02.14 11:07:42 -06'00'

Signature of authorized agent of contracting business entity
(Declarant)

LEASE SCHEDULE NO. 98994255-1Dated As Of February 24, 2021

This Lease Schedule (this "Schedule") is attached and made a part of the Master Lease-Purchase Agreement referenced below, together with all exhibits, schedules, addenda, and other attachments thereto, executed by Lessee and Lessor (the "Lease"). Unless otherwise defined herein, capitalized terms will have the same meaning ascribed to them in the Master Lease. All terms and conditions of the Master Lease are incorporated herein by reference. To the extent that there is any conflict between the terms of the Lease and this Schedule, the terms of this Schedule shall control.

Master Lease-Purchase Agreement dated February 24, 2021

1. **EQUIPMENT DESCRIPTION.** As used in the Lease, "Equipment" means all of the property described in Schedule A-1 attached to this Schedule and all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto.
2. **RENTAL PAYMENTS; LEASE TERM.** The Rental Payments to be paid by the Lessee to Lessor, the commencement date thereof and the lease term of this Lease Schedule are set forth on the Schedule A-1 attached to this Lease Schedule.
3. **ESSENTIAL USE; CURRENT INTENT OF LESSEE.** Lessee represents that the use of the Equipment is essential to Lessee's proper, efficient and economic functioning or to the services that Lessee provides to its citizens and the Equipment will be used by Lessee only for the purpose of performing its governmental or proprietary functions consistent with the permissible scope of its authority. Lessee currently intends for the full Lease Term: to use the Equipment; to continue this Lease; and (if applicable) to make Rent Payments if funds are appropriated in each fiscal year by its governing body.
4. **ACCEPTANCE OF EQUIPMENT.** AS BETWEEN LESSEE AND LESSOR, LESSEE AGREES THAT (A) LESSEE HAS RECEIVED AND INSPECTED ALL EQUIPMENT; (B) ALL EQUIPMENT IS IN GOOD WORKING ORDER AND COMPLIES WITH ALL PURCHASE ORDERS, CONTRACTS AND SPECIFICATIONS; (C) LESSEE ACCEPTS ALL EQUIPMENT FOR PURPOSES OF THE LEASE "AS-IS, WHERE IS"; AND (D) LESSEE WAIVES ANY RIGHT TO REVOKE SUCH ACCEPTANCE.
5. **BANK QUALIFIED.** LESSEE CERTIFIES THAT IT HAS DESIGNATED THIS LEASE AS A QUALIFIED TAX-EXEMPT OBLIGATION IN ACCORDANCE WITH SECTION 265(b)(3) OF THE CODE, THAT IT HAS NOT DESIGNATED MORE THAN \$10,000,000 OF ITS OBLIGATIONS AS QUALIFIED TAX-EXEMPT OBLIGATIONS IN ACCORDANCE WITH SUCH SECTION FOR THE CURRENT CALENDAR YEAR AND THAT IT REASONABLY ANTICIPATES THAT THE TOTAL AMOUNT OF TAX-EXEMPT OBLIGATIONS TO BE ISSUED BY LESSEE DURING THE CURRENT CALENDAR YEAR WILL NOT EXCEED \$10,000,000.
6. **RE-AFFIRMATION OF THE MASTER LEASE-PURCHASE AGREEMENT.** Lessee hereby re-affirms all of its representations, warranties and obligations under the Master Lease Purchase Agreement (including, without limitation, its obligation to pay all Rental Payments, its disclaimers in Section 7 thereof and its representations in Section 6.1 and 16 thereof).

City of Kaufman, Texas
("Lessee")

PNC Equipment Finance, LLC
("Lessor")

By: _____

By: _____

Title: _____

Title: _____

Schedule A-1

1. EQUIPMENT LOCATION & DESCRIPTION:

City of Kaufman, Texas

301 South Madison Street

Kaufman, TX 75142

Kaufman County

(1) 2020 Pierce Saber FR Pumper VIN#

2. LEASE PAYMENT SCHEDULE.

(a) Accrual Date: February 24, 2021

(b) Amount Financed:

i.	Equipment Purchase Price	<u>\$545,217.00</u>
ii.	Purchase Price Deduction	\$0.00
	Prepay Discounts	<u>\$0.00</u>
	Trade In	<u>\$75,000.00</u>
iii.	Total Amount Financed (Cash Sale Price minus Purchase Price Deductions)	<u>\$470,217.00</u>

(c) Payment Schedule:

Accrual Date: February 24, 2021

Rent Payment Number	Rent Payment Date	Rent Payment Amount	Interest Portion	Principal Portion	Termination Value
1	02/24/2022	73,634.80	11,050.10	62,584.70	419,861.27
2	02/24/2023	73,634.80	9,579.36	64,055.44	353,884.17
3	02/24/2024	73,634.80	8,074.06	65,560.74	286,356.60
4	02/24/2025	73,634.80	6,533.38	67,101.42	217,242.14
5	02/24/2026	73,634.80	4,956.50	68,678.30	146,503.49
6	02/24/2027	73,634.80	3,342.56	70,292.24	74,102.48
7	02/24/2028	73,634.80	1,690.64	71,944.16	1.00

City of Kaufman, Texas
("Lessee")

By: _____

Title: _____

PNC Equipment Finance, LLC
("Lessor")

By: _____

Title: _____

VEHICLE SCHEDULE ADDENDUM

Dated As Of February 24, 2021

Lease Schedule No. 98994255-1

Dated February 24, 2021

Lessee: City of Kaufman, Texas

Reference is made to the above Lease Schedule ("Schedule") to the Master Lease-Purchase Agreement identified in the Lease Schedule ("Master Lease") by and between PNC Equipment Finance, LLC ("Lessor") and the above Lessee ("Lessee"). This Addendum amends and modifies the terms and conditions of the Schedule and is hereby made a part of the Schedule. Unless otherwise defined herein, capitalized terms defined in the Master Lease shall have the same meaning when used herein.

NOW THEREFORE, as part of the valuable consideration to induce the execution of the Schedule, Lessor and Lessee hereby agree to amend the Schedule as follows:

1. In the event that any unit of Equipment covered by the Schedule is a vehicle or trailer under applicable State law, then the following provisions shall also apply to the Schedule to the extent permitted by law,

(a) each manufacturer's statement of origin and certificate of title shall state that Lessor has the first and sole lien on or security interest in such unit of Equipment;

(b) the public liability and property damage insurance required by the terms of the paragraph titled "Insurance in the Master Lease shall be in an amount not less than \$1,000,000.00 per person insured and \$2,000,000.00 combined single limit per unit per occurrence (provided, that if the unit of Equipment is a bus or other passenger vehicle, then such insurance amount shall be such larger amount as may be reasonably required by Lessor) and \$1,000,000.00 for damage to property of others;

(c) Lessee shall furnish and permit only duly licensed, trained, safe and qualified drivers to operate any such unit of Equipment, and such drivers shall be agents of Lessee and shall not be agents of Lessor; and

(d) Lessee shall cause each such unit of Equipment to be duly registered and licensed as required by applicable State law with Lessor noted as lien holder and Lessee as owner.

2. Except as expressly amended by this Addendum and other modifications signed by Lessor, the Schedule remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first referenced above.

City of Kaufman, Texas
("Lessee")

PNC Equipment Finance, LLC
("Lessor")

By: _____

By: _____

Title: _____

Title: _____

RESOLUTION NO. R-07-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KAUFMAN, KAUFMAN COUNTY, TEXAS, APPROVING A LEASE AGREEMENT BETWEEN THE CITY AND PNC EQUIPMENT FINANCE, LLC REGARDING A FIRE ENGINE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Kaufman, Texas ("Municipality") is a political subdivision of the State of Texas (the "State") and is duly organized and existing pursuant to the constitution and laws of the State; and

WHEREAS, pursuant to applicable law, the City Council of the Municipality is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases, and easements necessary to the functions or operations of the Municipality; and

WHEREAS, the City Council hereby finds and determines that the execution of one or more Master Lease-Purchase Agreements ("Leases") in the principal amount not exceeding \$470,217.00 for the purpose of acquiring the property ("Equipment") to be described in the Leases is appropriate and necessary to the functions and operations of the Municipality; and

WHEREAS, PNG Equipment Finance, LLC ("Lessor") shall act as Lessor under said Leases.

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

SECTION 1. The City Council authorizes the City Manager or his designee ("Authorized Representative") to act on behalf of the Municipality, and is hereby authorized to negotiate, enter into, execute, and deliver one or more Leases in substantially the form set forth in the document attached hereto and incorporated as if set forth fully herein as Exhibit A, presently before the City Council, which document is available for public inspection at the office of the City Secretary. The City Manager or his designee is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Lease as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the leases and hereby authorized.

SECTION 2. By a written instrument signed by any Authorized Representative, said Authorized Representation may designate specifically identified officers or employees of the Municipality to execute and deliver agreements and documents relating to the Leases on behalf of the Municipality.

SECTION 3. The aggregate original principal amount of the Leases shall not exceed \$470,217.00 and shall bear interest as set forth in the Leases and the Leases shall contain such options to purchase by the Municipality as set forth therein.

SECTION 4. The Municipality's obligations under the Leases shall be subject to annual appropriation or renewal by the City Council as set forth in each Lease and the Municipality's obligations under the Leases shall not constitute general obligations of the Municipality or indebtedness under the Constitution and laws of the State.

SECTION 5. As to each Lease, the Municipality reasonably anticipates to issue not more than \$10,000,000 of tax-exempt obligations (other than "private activity bonds" which are not "qualified 501(c)(3) bonds") during the current calendar year in which each such Lease is issued and hereby designates each Lease as a qualified tax-exempt obligation for purposes of Section 265(b) of the Internal Revenue Code of 1986, as amended.

SECTION 6. The resolution shall take effect immediately upon its adoption and approval.

PASSED AND APPROVED this 22nd day of February, 2021.

JEFF JORDAN
MAYOR

ATTEST:

JESSIE HANKS
CITY SECRETARY

APPROVED AS TO LEGAL FORM:

PATRICIA A. ADAMS
CITY ATTORNEY

Exhibit A

The undersigned Secretary/Clerk of the above-named Municipality hereby certifies and attests that the undersigned has access to the official records of the Governing Body of the Municipality, that the foregoing resolutions were duly adopted by said Governing Body of the Municipality at a meeting of said Governing Body and that such resolutions have not been amended or altered and are in full force and effect on the date stated below.

LESSEE: City of Kaufman, Texas

Jessie Hanks, City Secretary

[SEAL]

Date: _____

CERTIFICATE OF INCUMBENCYLessee: City of Kaufman, TexasLease Schedule No.: 98994255-1Dated: February 24, 2021

I, the undersigned Secretary/Clerk identified below, do hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of the above Lessee (the "Lessee"), a political subdivision duly organized and existing under the laws of the State where Lessee is located, that I have the title stated below, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

[NOTE: Use same titles as Authorized Representatives stated in Resolutions.]

Mike Slye

City Manager

Signature

IN WITNESS WHEREOF, I have duly executed this certificate and affixed the seal of such Lessee as of the date set forth below.

Jessie Hanks, City Secretary

[SEAL]

Date:



Date: February 24, 2021

Lessee: City of Kaufman, Texas

Lessor: PNC Equipment Finance, LLC

Re: Lease Schedule No. 98994255-1 dated February 24, 2021, together with its Master Lease-Purchase Agreement dated February 24, 2021, by and between the above-named Lessee and the above-named Lessor

Gentlemen:

I have acted as counsel to Lessee with respect to the Lease Schedule, the Master Lease-Purchase Agreement and all other agreements described above or related thereto (collectively, the "Agreements") and various related matters, and in this capacity have reviewed a duplicate original or certified copy of the Agreements and such other documents as I have deemed necessary for the purposes of this opinion.

Based upon the examination of such documents, it is my opinion that:

1. Lessee is a political subdivision of the State of Texas (the "State") duly organized, existing and operating under the Constitution and laws of the State.
2. Lessee is authorized and has power under State law to enter into all of the Agreements, and to carry out its obligations thereunder and the transactions contemplated thereby.
3. The Agreements and all other documents related thereto have been duly authorized, approved, and executed by and on behalf of Lessee, and each of the Agreements is a valid and binding contract of Lessee enforceable in accordance with its terms, except to the extent limited by State and Federal law affecting creditor's remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.
4. The authorization, approval and execution of the Agreements and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all applicable Local, State and Federal laws (including open meeting laws and public bidding and property acquisition laws).

5. To the best of my knowledge, there is no litigation or proceeding pending before any court, administrative agency or governmental body, that challenges: the organization or existence of Lessee; the authority of its officers; the proper authorization; approval and execution of any of the Agreements or any documents relating thereto; the appropriation of monies to make payments under the Agreements for the current fiscal year; or the ability of Lessee otherwise to perform its obligations under the Agreements and the transactions contemplated thereby.
6. Lessee is a political subdivision of the State as referred to in Section 103 of the Internal Revenue Code of 1986, as amended, and the related regulations and rulings thereunder.

Lessor, its Assignee, and any of their assigns may rely upon this opinion.

Sincerely,
MESSER, FORT & McDONALD, P.L.L.C.

 Recoverable Signature

X 

Signed by: eb36064c-74b0-4be0-8cc4-0fc230172cc8

INSURANCE COVERAGE DISCLOSURE

PNC Equipment Finance, LLC, LESSOR

City of Kaufman, Texas, LESSEE

RE: INSURANCE COVERAGE REQUIREMENTS

1. In accordance with the Lease Schedule ("Schedule") to the Master Lease-Purchase Agreement identified in the Lease Schedule ("Master Lease"), Lessee certifies that it has instructed the insurance agent named below (please fill in name, address, and telephone number):

to issue: (check to indicate coverage)

- a. All Risk Physical Damage Insurance on the leased Equipment evidenced by a Certificate of Insurance naming PNC Equipment Finance, LLC and/or its assigns as Lender Loss Payee.

Coverage Required: Termination Value Specified

- b. Public Liability Insurance evidenced by a Certificate of Insurance naming PNC Equipment Finance, LLC and/or its assigns as an Additional Insured.

Minimum Coverage Required:

\$1,000,000.00 per occurrence
 \$2,000,000.00 aggregate bodily injury liability
 \$1,000,000.00 property damage liability

Proof of insurance coverage will be provided to PNC Equipment Finance, LLC, Attn: Insurance Dept, 995 Dalton Ave., Cincinnati, OH 45203, prior to the time that the property is delivered to Lessee.

OR

2. Pursuant to the Master Lease, Lessee represents and warrants, in addition to other matters under the Agreement, that it is lawfully self-insured for: (check to indicate coverage)

- a. All risk, physical damage in the amount specified in 1(a) above.
- b. Public liability for not less than the amounts specified in 1(b) above.

Lessee has attached a signed letter describing self-insurance.

LESSEE: City of Kaufman, Texas

By: _____ Title: _____

INSURANCE INFORMATION

Please provide the following information to your insurance company to help expedite receipt of the necessary coverage:

ITEMS WHICH NEED TO BE REFLECTED ON INSURANCE CERTIFICATE:

- PNC Equipment Finance, LLC must be named Lender Loss Payee and Additional Insured
- 30 Days' Notice of Cancellation
- Not Less than \$2,000,000.00 limits on liability
- Certificate must reflect a short equipment description
- Certificate must reflect an expiration date

Certificate Holder Information:

PNC Equipment Finance, LLC, its successors and/or all assigns
Attn: Insurance Dept
995 Dalton Ave.
Cincinnati, OH 45203

Please send An email copy of certificate to Cheryl Kenndey at cheryl.kennedy@pnc.com

The original should be mailed to the same at:

PNC Equipment Finance, LLC
Attn: Insurance Dept
995 Dalton Ave.
Cincinnati, OH 45203

Please call Cheryl Kenndey at 1-800-820-9041, ext. 4, if you have any questions.

FOUR PARTY AGREEMENT

Dated as of February 24, 2021

Lessee means City of Kaufman, Texas

"Lease Schedule" means Lease Schedule No. 98994255-1 dated February 24, 2021, together with its Schedule A-1.

"Pierce" means Pierce Manufacturing Inc., the manufacturer of the Equipment.

"Supplier" means: Siddons Martin Emergency Group, LLC.

Reference is made to the Lease Schedule ("Lease Schedule") and to the Master Lease-Purchase Agreement ("Master Lease") identified in said Lease Schedule, described above between PNC Equipment Finance, LLC ("Lessor") and the Lessee identified above which relates to Equipment described in Schedule A-1 to the Lease Schedule ("Equipment") to be manufactured by Pierce and supplied by Supplier, an authorized dealer of Pierce fire equipment. For good and valuable consideration, receipt of which is hereby acknowledged, Lessee, Lessor, Pierce and Supplier hereby agree as follows:

1. Notwithstanding anything to the contrary in the Lease Schedule, Lessee hereby notifies Lessor that the Equipment has not yet been delivered to Lessee and the Equipment has not yet been accepted by Lessee for purposes of the Lease Schedule. Lessee agrees to execute and deliver to Lessor a Delivery and Acceptance Certificate in the form attached hereto as Exhibit A upon the circumstances set forth in said Certificate.

2. All parties agree that the Purchase Price of the Equipment shall be as set forth below if said Purchase Price is paid on or before the Advance Payment Date set forth below:

Purchase Price:	<u>\$545,217.00</u>
Vendor Discounts:	\$0.00
Advance Payment Date:	<u>February 24, 2021</u>

3. Upon execution of the Lease Schedule and delivery of all documents required by Lessor, Lessee agrees that it shall pay the Lessee Down Payment stated below and Lessor agrees that it shall pay the balance of the Purchase Price (the "Amount Financed") stated below. Lessee agrees that the Lease Term and Lessee's obligation to pay Rent Payments shall commence on the date set forth in the Lease Schedule notwithstanding the delivery of the Equipment at a later date.

Lessee Down Payment:	\$0.00
Trade In:	<u>\$75,000.00</u>
Amount Financed:	<u>\$470,217.00</u>

4. (a) Supplier anticipates that it shall deliver the Equipment to Lessee by the **Anticipated Delivery Date** set forth below.

Anticipated Delivery Date: April 24, 2021

(b) Supplier anticipates that it shall deliver the Equipment to Lessee no later than the **Outside Delivery Date** set forth below and that such Equipment shall comply with all specifications and requirements of Lessee and with the terms and conditions of any purchase order/purchase agreement relating thereto.

Outside Delivery Date: June 24, 2021

5. If for any reason whatsoever Supplier fails to deliver the Equipment to Lessee as set forth in **subparagraph 4(b)** of this Agreement by the Outside Delivery Date for any piece of Equipment (the "Delayed Equipment"), and the Lessee has not agreed to revise the Outside Delivery Date with respect to such Delayed Equipment, then Pierce hereby agrees as follows only for the Delayed Equipment:

- (a) On the first business day after the Outside Delivery Date, Pierce shall pay to Lessee the Lessee Down Payment for the Delayed Equipment plus interest at the Prime Rate plus one percent (1%) per annum from the Advance Payment Date to the date of such payment;
- (b) On the first business day after the Outside Delivery Date, Pierce shall pay to Lessor for the Delayed Equipment the Amount Financed plus interest at the Prime Rate plus one percent (1%) per annum from the Advance Payment Date to the date of such payment; and
- (c) "Prime Rate" means the prime rate of interest as published from time to time in the Wall Street Journal.

If there is more than one piece of Equipment subject to the Lease, and some of the Equipment is delivered in accordance with subparagraph 4(b) of this Agreement, the payments owed pursuant to the Lease shall be modified to reflect only the obligations due on the Equipment that was delivered pursuant to subparagraph 4(b). The new payment obligation will be determined based on the amount financed for the Equipment delivered to the Lessee, and based on the interest rate in effect as of the date of Lease commencement.

6. If Pierce makes the payments described in **paragraph 5** for the Delayed Equipment under the circumstances set forth above and if Lessee has otherwise paid and performed its obligations under the Lease Schedule as of such payment date for the Delayed Equipment, then Lessee and Lessor agree that the Lease Schedule shall terminate as of the date of such payments by Pierce as to the Delayed Equipment only. Lessee's obligations shall continue unabated for the Equipment that was delivered pursuant to subparagraph 4(b). Pierce expressly agrees that the Lease Schedule identified herein shall be a "Lease" as such term is used in the Program Agreement, as amended, between Pierce and Lessor.

7. Supplier agrees that a performance bond (the "Performance Bond") will be issued which names Supplier as Principal, the Lessee as Obligee and the Lessor as Additional Obligee. The Performance Bond will apply solely to the terms and conditions of the purchase order/purchase agreement, including related equipment specifications and warranties, as issued by the Lessee and accepted by Pierce. The "Contract Date" referred to in the Performance Bond shall be the date of this Agreement.

8. Except as expressly set forth herein, the Lease Schedule and terms and conditions of the purchase order/purchase agreement for the Equipment remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the duly authorized officers of the parties set forth below execute this Agreement as of the date first written above.

City of Kaufman, Texas
("Lessee")

PNC Equipment Finance, LLC
("Lessor")

By: _____

By: _____

Title: _____

Title: _____

Pierce Manufacturing Inc.
("Pierce")

Siddons Martin Emergency Group, LLC
("Supplier")

By: _____

By: _____

Title: _____

Title: _____

Exhibit A

DELIVERY & ACCEPTANCE CERTIFICATE

Lease Schedule No. 98994255-1

Reference is made to the above Lease Schedule ("Schedule"), which has been executed and delivered by the undersigned Lessee ("Lessee") and PNC Equipment Finance, LLC ("Lessor"). This Certificate amends and supplements the terms and conditions of the Lease Schedule and is hereby made a part of the Lease Schedule. Unless otherwise defined herein, capitalized terms defined in the Master Lease-Purchase Agreement and the Lease Schedule shall have the same meaning when used herein; provided, that "Equipment" shall mean the Equipment described in the Schedule A-1 and in any attachment or exhibit to this Certificate.

Notwithstanding anything to the contrary, expressed or implied, in the Lease Schedule or its Schedule A-1, Lessee agrees as follows:

1. **ACCEPTANCE OF EQUIPMENT.** As of the Acceptance Date stated below and as between Lessee and Lessor, Lessee hereby agrees that: (a) Lessee has received and inspected all Equipment; (b) all Equipment is in good working order and complies with all purchase orders, contracts and specifications; (c) Lessee accepts all Equipment for purposes of the Lease "as-is, where-is"; and (d) Lessee waives any right to revoke such acceptance.

ACCEPTANCE DATE: _____

2. **RENT PAYMENTS.** Lessee hereby agrees that Lessee will pay the Rent Payments for the Equipment in the amounts and on the dates specified in Schedule A-1 to the Lease Schedule.

City of Kaufman, Texas
("Lessee")

By: _____

Title: _____

PNC Equipment Finance, LLC INFORMATION REQUEST

LESSEE NAME: City of Kaufman, Texas

FEDERAL TAX I.D. # _____

BILLING ADDRESS:

Billing Contact

Street Address or Post Office Box

City, State and Zip

Phone Number

Fax Number

Email Address

PHYSICAL ADDRESS (IF DIFFERENT):

Street Address or Post Office Box

City, State and Zip

Require Board Approval for Payments? _____ Yes _____ No

Board Meeting Date? _____

Require signed vouchers for payments? _____ Yes _____ No

We typically mail our invoices 30 days in advance. Taking into account a 7-day mail period, do you foresee any problem that would prevent the payment from being received on or before the due date?

_____ Yes _____ No

Please list any special instructions below:

ORIGIN ID:CRSA (972) 932-2216
MARY WENNERSTROM
CITY OF KAUFMAN, TEXAS
209 S WASHINGTON ST

SHIP DATE: 16FEB21
ACTWGT: 0.50 LB
CAD: 251270831WMSX13400

KAUFMAN, TX 75142
UNITED STATES US

BILL SENDER

TO **POST CLOSE TEAM**
PNC EQUIPMENT FINANCE, LLC
995 DALTON AVE

56DJ2/259B/FE4A

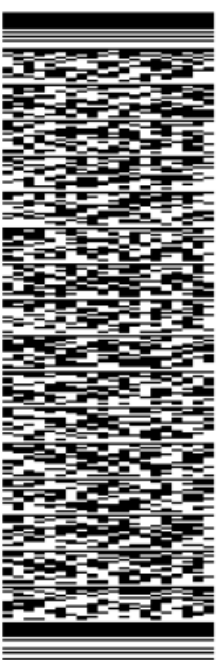
CINCINNATI OH 45203

(513) 455-7434

REF: 000010012544

INV:

DEPT:

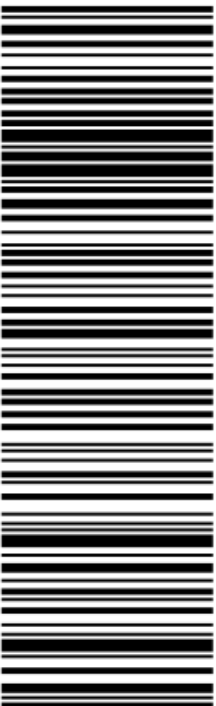


WED - 17 FEB 10:30A

PRIORITY OVERNIGHT

TRK# 7837 7583 2607
0201

XH CVGA **45203**
OH-US CVC





Meeting
Date: 2/22/2021

Date: 2/11/2021

Item #: 13.

Dept.: Development
Services

Discussion Item

SUBJECT:

Consider and take appropriate action on Resolution R-08-21, a resolution of the City Council of the City of Kaufman, Texas, granting a petition requesting annexation by the Landowner, Kaufman County, Texas, of approximately 7.9 acres out of a 45 acre tract of land located at 1900 East State Highway 175 (PID 56874); authorizing and directing publication of notice of a public hearing; directing the preparation and execution of a written services agreement with Landowner; and providing an effective date. (Case #A-01-21)

BACKGROUND:

Kaufman County requested to annex approximately 7.9 acres of their 45 acre platted lot into the city limits. This annexation will tie into the annexation request A-02-21 submitted by the City of Kaufman and with the two 2019 approved annexations located south southeast of the County's property.

Author:

Marcy Ratcliff, Development Services Director

Reviewed:

Mike Slye, City Manager

Cost: N/A

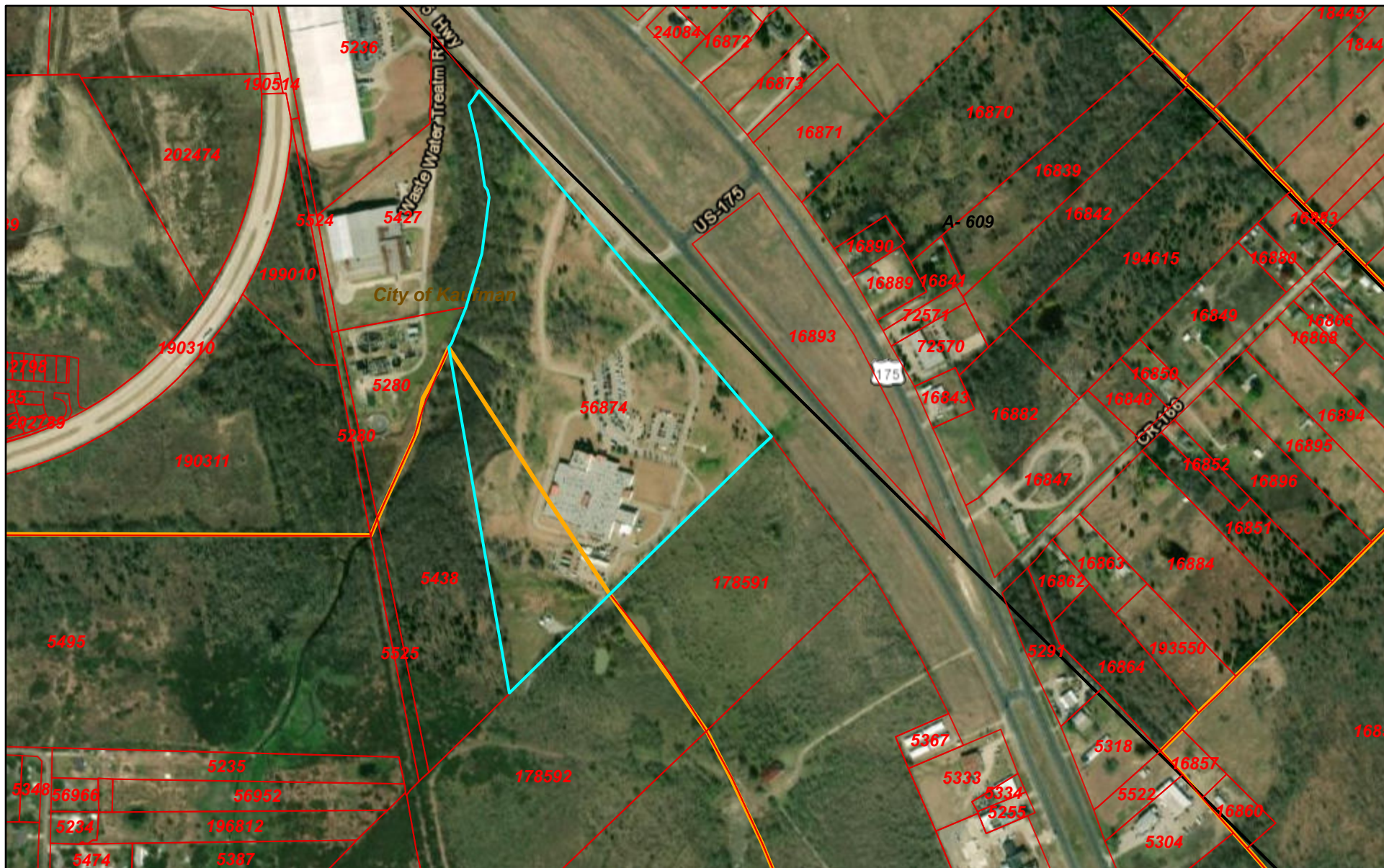
Funds Available: N/A

Source: N/A

Recommendation: Staff recommends approval of Resolution R-08-21, granting the petition for annexation by the landowner, Kaufman County for approximately 7.9 acres; setting a public hearing, authorizing and directing publication of notice of a public hearing, directing the preparation and execution of a written services agreement with the landowner, and providing an effective date.

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

Location Map A-01-21



2/11/2021, 2:29:02 PM

Abstracts

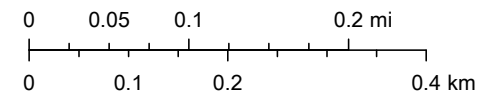
Parcels

World Transportation  City Limits

10

City Limits

1:9,028



USDA FSA, GeoEye, Maxar, Esri, HERE, iPC

Kaufman County Appraisal District, BIS Consulting - www.bisconsulting.com

Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of boundary lines.

RESOLUTION NO. R-08-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KAUFMAN, TEXAS, GRANTING A PETITION REQUESTING ANNEXATION BY THE LANDOWNER, KAUFMAN COUNTY, TEXAS, OF APPROXIMATELY 7.9 ACRES OUT OF A 45 ACRE TRACT OF LAND LOCATED AT 1900 EAST HIGHWAY 175 (BEING A PORTION OF PID 56874), PLATTED AS LOT 1, KAUFMAN COUNTY LAW ENFORCEMENT CENTER ADDITION, SITUATED IN THE D. FALCON SURVEY, ABSTRACT NO. 151, KAUFMAN COUNTY, TEXAS; SETTING A PUBLIC HEARING FOR THE ANNEXATION; AUTHORIZING AND DIRECTING THE CITY SECRETARY TO HAVE NOTICE OF SUCH PUBLIC HEARING PUBLISHED; DIRECTING THE PREPARATION AND EXECUTION OF A WRITTEN SERVICES AGREEMENT WITH THE LANDOWNER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on or about February 1, 2020, Kaufman County, Texas, owner (the "Owner"), of an area of land described herein below (the "Property") filed a written petition (the "Petition") with the City of Kaufman, Texas (the "City"), to have the Property annexed into and become a part of the City; and

WHEREAS, the City Council of the City Kaufman ("City Council") has found and determined that the Petition is appropriate and that it is in the best interest of the City, to grant the Petition; and

WHEREAS, pursuant to Section 43.0672 of the Local Government Code, the City must first negotiate and enter into a written agreement with the Owner which must include: (1) a list of each service the City will provide on the effective date of the annexation; and (2) a schedule that includes the period within which the City will provide each service that is not provided on the effective date of the proposed annexation.

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

SECTION 1. The recitals and findings set forth above are true and correct and are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2. A true and correct copy of the Petition is attached hereto as **Exhibit "A."**

SECTION 3. The City Council hereby grants the Petition requesting the annexation by the City of the following described property being:

Being a 7.9 acre portion of Kaufman CAD Property ID 56874, located at 1900 East Highway 175 and being platted as Lot 1, Kaufman County Law Enforcement Center Addition, situated in the

D. Falcon Survey, Abstract No. 151, Kaufman County, Texas, such tract being more particularly described in Exhibit “A-1” and being depicted in Exhibit “A-2,” each of which are attached to the petition for annexation and attached and incorporated into this Resolution.

SECTION 4. On **March 22, 2021, at 6:00 p.m.**, at the Kaufman City Hall, located at 209 S. Washington Street, Kaufman, Texas 75142, the City Council will hold a public hearing giving all interested persons the right to appear and be heard on the proposed annexation by the City of Kaufman, Texas, of the property described in Section 3 of this Resolution.

SECTION 5. The City Secretary of the City of Kaufman, Texas, is hereby authorized and directed to cause notice of such public hearing to be published once in a newspaper having general circulation in the city and in the above-described territory not more than twenty (20) days nor less than ten (10) days prior to the date of such public hearing, in accordance with the Municipal Annexation Act.

SECTION 6. Prior to the institution of annexation, City staff is hereby authorized and directed to negotiate and enter into a Written Services Agreement with Owner for the extension of municipal services into the proposed area of annexation. The City Manager, or his designee, is hereby authorized to execute said Agreement.

SECTION 7. The City Council hereby finds, determines and declares that the meeting, at which this Resolution is passed, approved and adopted, was open to the public, and that the public notice of time, place and subject matter to be considered was posted as required by law.

SECTION 8. This Resolution shall be effective from and after its passage as provided by law.

PASSED AND APPROVED this _____ day of _____, 2021.

JEFF JORDAN
MAYOR

ATTEST:

JESSIE HANKS
CITY SECRETARY

APPROVED AS TO FORM:

PATRICIA A. ADAMS
CITY ATTORNEY

Exhibit "A"

Application is on file at the Development Services Department

Exhibit "A"

Application is on file at the Development Services Department

EXHIBIT A

PART OF THE
D. FALCON SURVEY, ABSTRACT NO. 151
KAUFMAN COUNTY, TEXAS

All that certain lot, tract or parcel of land, part of the D. Falcon Survey, Abstract No. 151, Kaufman County, Texas, part of that certain called 45.000 acre tract conveyed to Kaufman County, Texas, recorded in Vol. 1945 page 299 of the Deed Records of Kaufman County, Texas and being more completely described as follows, to-wit:

BEGINNING at a point at the South corner of the above mentioned 45.000 acre tract and being in the Northwest line of the Kaufman Economic Development Corporation 42.68 acre tract, recorded in Vol. 3744 page 182 of the Deed Records of Kaufman County, Texas.

THENCE, in a Northerly direction with the West line of said 45.000 acre tract, a distance of 1282.20 ft. more or less to a point at the intersection of same with the existing Southwest city limits line of Kaufman Texas.

THENCE, in a Southeasterly direction with said city limits line, a distance of 1014.11 ft. more or less to a point at the P.C. of a curve to the right.

THENCE, continuing in a Southeasterly direction with said city limits line and with said curve to right, a distance of 53.97 ft. more or less to a point at the intersection of same with the Southeast line of the above mentioned 45.000 acre tract and being in the Northwest line of the above mentioned 42.68 acre tract.

THENCE, in a Southwesterly direction with the Southeast line of said 45.000 acre tract and with the Northwest line of said 42.68 acre tract, a distance of 642.29 ft. more or less to the point of beginning, containing 7.9 more or less acres of land.

I, Greg Sjerven, Registered Professional Land Surveyor No. 5244, do hereby certify that the above field notes and companion plat were prepared from the Deed Records of Kaufman County, Texas and in no way should be construed as based on an on the ground survey.

GIVEN UNDER MY HAND AND SEAL this the 1st day of June, 2020.



REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5244
city.wp2



"Exhibit A"

The map illustrates the annexation of a 7.9-acre parcel into the City of Kaufman, Texas. The parcel is bounded by a solid line and is labeled "7.9 Ac. more or less". The surrounding areas are defined by dashed lines and include the following information:

- Top Left:** 5,000 Ac. City of Kaufman Vol. 708 pg. 376
- Top Right:** 45,000 Ac. Kaufman County, Texas Vol. 1946 pg. 299
- Bottom Left:** Remainder: 60,156 Ac. City of Kaufman Vol. 1402 pg. 733
- Bottom Right:** 42.68 Ac. Kaufman Economic Development Corporation Call: 5744 pg. 182

Survey lines are labeled with bearings and distances:

- 1014.11' Existing City Limits Line
- 1282.20'
- 53.97'
- 642.29'

A north arrow and a scale bar (0 to 300 feet) are located in the upper right corner.

ANNEXATION MAP FOR THE CITY OF KAUFMAN, TEXAS

PART OF THE
D. FALCON SURVEY,
ABSTRACT NO. 151
KAUFMAN COUNTY, TEXAS

I, Greg Sjerven, Registered Professional Land Surveyor No. 5244, do hereby certify that the above plat and companion field notes were prepared from the Deed Records of Kaufman County, Texas and in no way should be construed as based on an on the ground survey.

GIVEN UNDER MY HAND AND SEAL
this the 1st day of June, 2020.

GREG SJERVEN, R. P. L. S. NO. 5244

The seal is a circular emblem with the text "STATE OF TEXAS" at the top and "REGISTERED PROFESSIONAL LAND SURVEYOR" at the bottom. In the center, it reads "GREG SJERVEN" and "5244".

The logo features a compass rose and the text "Statewide Surveying Service". Below it, the contact information is listed: "208 N. Washington St. Kaufman, TX. 75142 972-962-6481 Firm No. 10009100".

42544G.zak Jn 113



Meeting
Date: 2/22/2021

Date: 2/17/2021

Item #: 14.

Dept.: Development
Services

Discussion Item

SUBJECT:

Consider and take appropriate action on Resolution R-09-21, a resolution of the City Council of the City of Kaufman, Texas, granting a petition requesting annexation by the Landowner, City of Kaufman, Texas, owner of approximately 16.72 acres of land generally located directly west of the Kaufman County Law Enforcement Center (PIDs 5438 & 5525); authorizing and directing publication of notice of a public hearing; directing the preparation and execution of a written services agreement with the Landowner; and providing an effective date. (Case #A-02-21)

BACKGROUND:

The City of Kaufman has owned this property since 1999. The proposed annexation came about due to two 2019 annexations located south southeast of the property by the Kaufman Economic Development Corporation and Mr. Arlton White and the current request for annexation by Kaufman County for the rear portion of the Law Enforcement Center, not located in the city limits.

Author:

Marcy Ratcliff, Development Services Director

Reviewed:

Mike Slye, City Manager

Cost: N/A

Funds Available: N/A

Source: N/A

Recommendation: Staff recommends approval of Resolution R-09-21, granting the petition for annexation by the landowner, City of Kaufman for approximately 16.3 acres; setting a public hearing, authorizing and directing publication of notice of a public hearing, directing the preparation and execution of a written services agreement with the landowner; and providing an effective date.

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

16.0 Acres 3,161.8 Feet

US-175

Waste Water

CR-151A

Parcel numbers visible on the map include: 5239, 202474, 5424, 5427, 199010, 190310, 190311, 5280, 5280, 56874, 16893, 16890, 16889, 16841, 72571, 72570, 16843, 16882, 16847, 16863, 16862, 5297, 16861, 5367, 5333, 5334, 5255, 5498, 5500, 5521, 49240, 5313, 178591, 178592, 5438, 5438, 5495, 5476, 5476, 5471, 5472, 5477, 5348, 5448, 5447, 5449, 5445, 5450, 5259, 5235, 56960, 56952, 5234, 196812, 5474, 5387, 5470, 5451.

 Abstracts
  Parcels

World Transportation
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Kaufman County Appraisal District, BIS Consulting - www.bisconsulting.com

Page 137 of 180

RESOLUTION NO. R-09-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KAUFMAN, TEXAS, GRANTING A PETITION REQUESTING ANNEXATION BY THE LANDOWNER, CITY OF KAUFMAN, TEXAS, OWNER OF APPROXIMATELY 16.72 ACRES GENERALLY LOCATED DIRECTLY WEST OF THE KAUFMAN COUNTY LAW ENFORCEMENT CENTER (PIDs 5438 & 5525), SITUATED IN THE D. FALCON SURVEY, ABSTRACT NO. 151, KAUFMAN COUNTY, TEXAS; SETTING A PUBLIC HEARING FOR THE ANNEXATION; AUTHORIZING AND DIRECTING THE CITY SECRETARY TO HAVE NOTICE OF SUCH PUBLIC HEARING PUBLISHED; DIRECTING THE PREPARATION AND EXECUTION OF A WRITTEN SERVICES AGREEMENT WITH LANDOWNER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on or about February 1, 2020, City of Kaufman, Texas, owner (the "Owner"), of an area of land described herein below (the "Property") filed a written petition (the "Petition") with the City of Kaufman, Texas (the "City"), to have the Property annexed into and become a part of the City; and

WHEREAS, the City Council of the City Kaufman ("City Council") has found and determined that the Petition is appropriate and that it is in the best interest of the City, to grant the Petition; and

WHEREAS, pursuant to Section 43.0672 of the Local Government Code, the City must first negotiate and enter into a written services agreement with the Owner which must include: (1) a list of each service the City will provide on the effective date of the annexation; and (2) a schedule that includes the period within which the City will provide each service that is not provided on the effective date of the proposed annexation.

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

SECTION 1. The recitals and findings set forth above are true and correct and are incorporated into the body of this resolution as if fully set forth herein.

SECTION 2. A true and correct copy of the Petition is attached hereto as **Exhibit "A."**

SECTION 3. The City Council hereby grants the Petition requesting the annexation by the City of the following described property being:

Kaufman CAD Property IDs 5438 & 5525, generally located directly west of the Kaufman County Law Enforcement Center and being an approximate 16.72acre tract of land, situated in the D. Falcon Survey, Abstract No. 151, Kaufman County, Texas, such tract being

more particularly described in Exhibit “A-1” and being depicted in Exhibit “A-2,” each of which are attached to the petition for annexation and attached and incorporated into this Resolution.

SECTION 4. On **March 22, 2021, at 6:00 p.m.**, at the Kaufman City Hall, located at 209 S. Washington Street, Kaufman, Texas 75142, the City Council will hold a public hearing giving all interested persons the right to appear and be heard on the proposed annexation by the City of Kaufman, Texas, of the property described in Section 3 of this Resolution.

SECTION 5. The City Secretary of the City of Kaufman, Texas, is hereby authorized and directed to cause notice of such public hearing to be published once in a newspaper having general circulation in the city and in the above-described territory not more than twenty (20) days nor less than ten (10) days prior to the date of such public hearing, in accordance with the Municipal Annexation Act.

SECTION 6. Prior to the institution of annexation, City staff is hereby authorized and directed to negotiate and enter into a Written Services Agreement with Owner for the extension of municipal services into the proposed area of annexation. The City Manager, or his designee, is hereby authorized to execute said Agreement.

SECTION 7. The City Council hereby finds, determines and declares that the meeting, at which this Resolution is passed, approved and adopted, was open to the public, and that the public notice of time, place and subject matter to be considered was posted as required by law.

SECTION 8. This Resolution shall be effective from and after its passage as provided by law.

PASSED AND APPROVED this _____ day of _____, 2021.

JEFF JORDAN
MAYOR

ATTEST:

JESSIE HANKS
CITY SECRETARY

APPROVED AS TO FORM:

PATRICIA A. ADAMS
CITY ATTORNEY

Exhibit "A"

Case Number: A-02-21



VOLUNTARY ANNEXATION APPLICATION

1. Site Location:

General Street Location: E Hwy 175 behind the KC Law Enforcement Ctr PID: 5438 & 5525

Street Address: Property has no street frontage

Lot, Block, & Subdivision Name: N/A

2. Applicant:

Name: City of Kaufman - Development Services

Address: 209 S. Washington

City/State: Kaufman, Texas Zip: 75142

Office #: 972-932-2216 Cell #: _____ Fax #: _____

Email Address: kaufmanplanning@kaufmantx.org

3. Property Owner:

Name: City of Kaufman

Address: PO Box 1168

City/State: Kaufman, Texas Zip: 75142

Office #: 972-932-2216 Cell #: _____ Fax #: _____

Email Address: kaufmanplanning@kaufmantx.org

4. Attach Exhibit: Metes and bounds, a boundry map, and location map of the subject property.

I UNDERSTAND THAT IT IS NECESSARY FOR ME OR MY AGENT TO BE PRESENT AT THE CITY COUNCIL MEETING.

I hereby authorize the undersigned applicant to act as my agent for the representation and/or presentation of the request.

209 SOUTH WASHINGTON • PO Box 1168 • KAUFMAN, TEXAS 75142 • (972) 932-2216 • FAX (972) 932-6288
g:\development services\email & forms\originals for inhouse use only\annexation application & guidelines.docx Updated: 3/26/2019

Exhibit "A"

The undersigned owners of the hereinafter described tract of land which is vacant and without residents, or on which less than three (3) qualified voters reside, hereby petition your honorable body to extend the present municipal limits so as to include and annex as part of the City of Kaufman, Texas, the property described by metes and bounds on the attached Exhibit "A", which is incorporated herein for all purposes. We certify that this Petition is signed and acknowledged by each and every corporation and person owning said land or having an interest in any part thereof.

Applicant Name (print or type): Michael T. Slye, City Manager

Applicant signature: _____

Owner Name (print or type): Michael T. Slye, City Manager

Owner signature: _____

BEFORE ME, the undersigned, a Notary Public in and for said State of Texas, on this day personally appeared _____, known to me to be the person whose name are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 20____,

Notary Public

My Commission expires: _____, _____

Date Received 02-01-2021 Date Paid N/A Receipt Number _____

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Exhibit "A-1"

EXHIBIT A

PART OF THE
D. FALCON SURVEY, ABSTRACT NO. 151
KAUFMAN COUNTY, TEXAS

All that certain lot, tract or parcel of land, part of the D. Falcon Survey, Abstract No. 151, Kaufman County, Texas, part of that certain called 60.156 acre tract and all of that certain called 1.56 acre tract conveyed to City of Kaufman, recorded in Vol. 1402 page 733 of the Deed Records of Kaufman County, Texas and being more completely described as follows, to-wit:

BEGINNING at a point at the South corner of the above mentioned 1.56 acre tract, at the West corner of the Kaufman Economic Development Corporation 42.68 acre tract, recorded in Vol. 3744 page 182 of the Deed Records of Kaufman County, Texas and being in the centerline of the abandoned T. & N. O. Railroad.

THENCE in a Northerly direction with the centerline of said abandoned railroad, a distance of 1341.39 more or less to a point at the intersection of same with the centerline of a creek and being at the West corner of said 1.56 acre tract.

THENCE, in a Northeasterly direction with said creek, a distance of 607.06 ft. more or less to a point at the intersection of same with the existing city limits line.

THENCE in a Southeasterly direction with said existing city limits line, a distance of 207.78 ft. more or less to a point at the intersection of same with the Southwest line of the Kaufman County, Texas 45.000 acre tract, recorded in Vol. 1945 page 299 of the Deed Records of Kaufman County, Texas.

THENCE in a Southerly direction with the West line of said 45.000 acre tract, a distance of 1282.20 ft. more or less to a point at the South corner of same and being in the Northwest line of the above mentioned 42.68 acre tract.

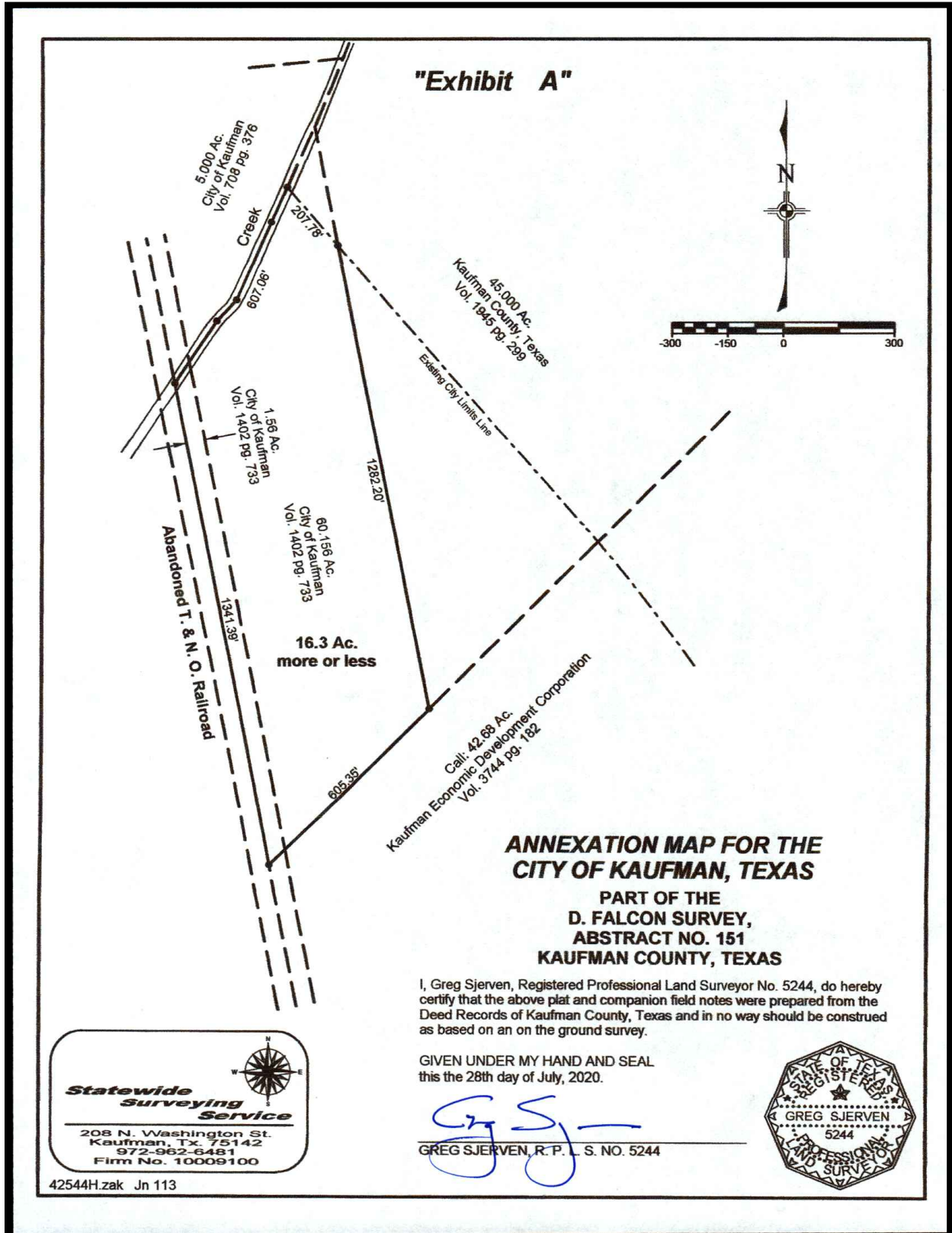
THENCE in a Southwesterly direction with the Northwest line said 42.68 acre tract, a distance of 605.35 ft. more or less to the point of beginning, containing 16.3 more or less acres of land.

I, Greg Sjerven, Registered Professional Land Surveyor No. 5244, do hereby certify that the above field notes and companion plat were prepared from the Deed Records of Kaufman County, Texas and in no way should be construed as based on an on the ground survey.

GIVEN UNDER MY HAND AND SEAL this the 28th day of July, 2020.


REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5244
city1.wp2







Meeting
Date: 2/22/2021

Date: 2/11/2021

Item #: 15.

Dept.: Development
Services

Discussion Item

SUBJECT:

Consider and take appropriate action on Resolution R-10-21, a resolution of the City Council of the City of Kaufman, Texas, granting a petition requesting annexation by the Landowner, City of Kaufman, Texas, owner of approximately 73.491 acres of land located at 2121 Ola Road and East State Highway 243 (PID 213307); finding that pursuant to Local Government Code Section 43.057, it is in the public interest to leave certain areas of the City's extraterritorial jurisdiction un-annexed while surrounding those properties by annexed areas; authorizing and directing publication of notice of a public hearing; directing the preparation and execution of a written services agreement with the Landowner; directing the preparation of a development agreement and authorizing staff to offer such agreement to Landowner; and providing an effective date. (Case #A-03-21)

BACKGROUND:

The City of Kaufman purchased the approximate 73.491 acres on October 22, 2020 for the purpose of expanding City Lakes Park.

Author:

Marcy Ratcliff, Development Services Director

Reviewed:

Mike Slye, City Manager

Cost: N/A

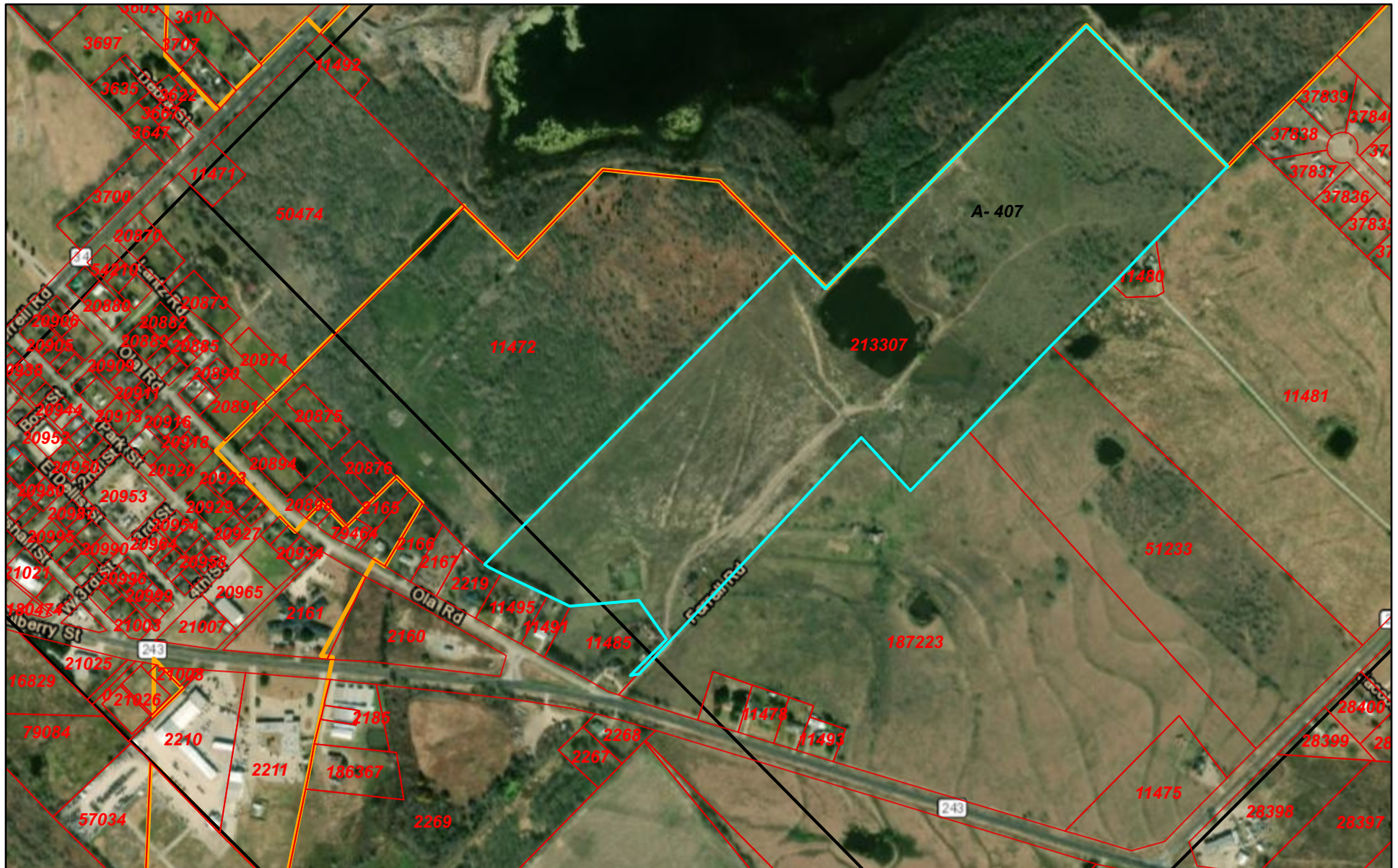
Funds Available: N/A

Source: N/A

Recommendation: Staff recommends approval of Resolution R-10-21, granting the petition for annexation by the landowner, City of Kaufman for approximately 73.491 acres; setting a public hearing, authorizing and directing publication of notice of a public hearing, directing the preparation and execution of a written services and development agreement with the landowner; and providing an effective date.

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

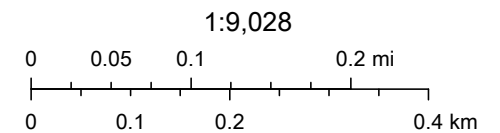
A-03-21 Location Map



2/11/2021, 1:34:45 PM

Abstracts
 Parcels
 City Limits

World Transportation



USDA FSA, GeoEye, Maxar, Esri, HERE, IPC

Kaufman County Appraisal District, BIS Consulting - www.bisconsulting.com

RESOLUTION NO. R-10-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KAUFMAN, TEXAS, GRANTING A PETITION REQUESTING ANNEXATION BY THE LANDOWNER, CITY OF KAUFMAN, TEXAS, OWNER OF APPROXIMATELY 73.491 ACRES OF LAND LOCATED AT 2121 OLA ROAD AND EAST STATE HIGHWAY 243 (PID 213307), SITUATED IN THE WILLIAM PETERS SURVEY, ABSTRACT NO. 407, KAUFMAN COUNTY, TEXAS; FINDING THAT PURSUANT TO TEXAS LOCAL GOVERNMENT CODE SECTION 43.057, IT IS IN THE PUBLIC INTEREST TO LEAVE CERTAIN AREAS OF THE CITY'S EXTRATERRITORIAL JURISDICTION UN-ANNEXED WHILE SURROUNDING THOSE PROPERTIES BY ANNEXED AREAS; SETTING A PUBLIC HEARING FOR THE ANNEXATION; AUTHORIZING AND DIRECTING THE CITY SECRETARY TO HAVE NOTICE OF SUCH PUBLIC HEARING PUBLISHED; DIRECTING THE PREPARATION AND EXECUTION OF A WRITTEN SERVICES AGREEMENT WITH PROPERTY OWNER; DIRECTING THE PREPARATION OF A DEVELOPMENT AGREEMENT AND AUTHORIZING STAFF TO OFFER SUCH AGREEMENT TO THE PROPERTY OWNER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on or about February 1, 2020, City of Kaufman, Texas, owner (the "Owner"), of an area of land described herein below (the "Property") filed a written petition (the "Petition") with the City of Kaufman, Texas (the "City"), to have the Property annexed into and become a part of the City; and

WHEREAS, the City Council of the City Kaufman ("City Council") has found and determined that the Petition is appropriate and that it is in the best interest of the City, to grant the Petition; and

WHEREAS, pursuant to Section 43.0672 of the Local Government Code, the City must first negotiate and enter into a written agreement with the Owner which must include: (1) a list of each service the City will provide on the effective date of the annexation; and (2) a schedule that includes the period within which the City will provide each service that is not provided on the effective date of the proposed annexation; and

WHEREAS, the City Council has determined that it is in best interest of the public to leave the tract of land shown in Exhibit B, attached hereto and incorporated as if set forth fully herein, which primarily consist of pasture land, un-annexed into the City limits at this time and to create a "donut hole" of unincorporated area; and

WHEREAS, because the Property is appraised as agricultural, pursuant to Section 43.016 of the Local Government Code, prior to the institution of annexation, the City must offer a development agreement to the Owner that guarantees continuation of the ETJ status of the area and authorizes the enforcement of all regulations and planning authority of the City that do not interfere with the use of the of the area for agriculture, wildlife

management, or timber; and Owner must decline to accept such Development Agreement.

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

SECTION 1. The recitals and findings set forth above are true and correct and are incorporated into the body of this resolution as if fully set forth herein.

SECTION 2. A true and correct copy of the Petition is attached hereto as **Exhibit “A.”**

SECTION 3. The City Council hereby grants the Petition requesting the annexation by the City of the following described property being:

Kaufman CAD Property ID 213307, located at 2121 Ola Road and East State Highway 243 and being an approximate 73.491-acre tract of land situated in the William Peters Survey, Abstract No. 407, Kaufman County, Texas, such tract being more particularly described in Exhibit “A-1” and being depicted in Exhibit “A-2,” each of which are attached to the petition for annexation and attached and incorporated into this Resolution.

SECTION 4. On **March 22, 2021, at 6:00 p.m.**, at the Kaufman City Hall, located at 209 S. Washington Street, Kaufman, Texas 75142, the City Council will hold a public hearing giving all interested persons the right to appear and be heard on the proposed annexation by the City of Kaufman, Texas, of the property described in Section 3 of this Resolution.

SECTION 5. The public interest is, and has been served, by annexing the Property into the Kaufman city limits, even when doing so has left the tract shown on Exhibit B un-annexed, but surrounded by annexed area. This un-annexed area primarily consists of pasture land and it is not necessary to annex under the City’s current annexation strategy. It may be in the public interest to annex this area in the future and at such time, the City may initiate annexation.

SECTION 6. The City Secretary of the City of Kaufman, Texas, is hereby authorized and directed to cause notice of such public hearing to be published once in a newspaper having general circulation in the city and in the above-described territory not more than twenty (20) days nor less than ten (10) days prior to the date of such public hearing, in accordance with the Municipal Annexation Act.

SECTION 7. Prior to the institution of annexation, City staff is hereby authorized and directed to negotiate and enter into a Written Services Agreement with the Owner for the extension of municipal services into the proposed area of annexation. Prior to the

institution of annexation, City staff is also hereby authorized to prepare and offer a Development Agreement to Owner pursuant to Section 43.016 of the Local Government Code that would guarantee continuation of the ETJ status of the Property and authorize the enforcement of all regulations and planning authority of the City that do not interfere with the use of the Property for agriculture, wildlife management, or timber. The City Manager, or his designee, is hereby authorized to execute these Agreements.

SECTION 8. The City Council hereby finds, determines and declares that the meeting, at which this Resolution is passed, approved and adopted, was open to the public, and that the public notice of time, place and subject matter to be considered was posted as required by law.

SECTION 9. This Resolution shall be effective from and after its passage as provided by law.

PASSED AND APPROVED this _____ day of _____, 2021.

JEFF JORDAN
MAYOR

ATTEST:

JESSIE HANKS
CITY SECRETARY

APPROVED AS TO FORM:

PATRICIA A. ADAMS
CITY ATTORNEY

Exhibit "A"

Case Number: **A-03-21**



VOLUNTARY ANNEXATION APPLICATION

1. Site Location:

General Street Location: 2121 Ola Road & E. Hwy 243 PID: 213307

Street Address: 2121 Ola Road

Lot, Block, & Subdivision Name: N/A

2. Applicant:

Name: City of Kaufman - Development Services

Address: 209 S. Washington

City/State: Kaufman, Texas Zip: 75142

Office #: 972-932-2216 Cell #: _____ Fax #: _____

Email Address: kaufmanplanning@kaufmantx.org

3. Property Owner:

Name: City of Kaufman

Address: PO Box 1168

City/State: Kaufman, Texas Zip: 75142

Office #: 972-932-2216 Cell #: _____ Fax #: _____

Email Address: kaufmanplanning@kaufmantx.org

4. Attach Exhibit: Metes and bounds, a boundry map, and location map of the subject property.

I UNDERSTAND THAT IT IS NECESSARY FOR ME OR MY AGENT TO BE PRESENT AT THE CITY COUNCIL MEETING.

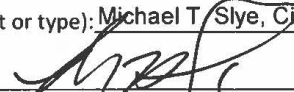
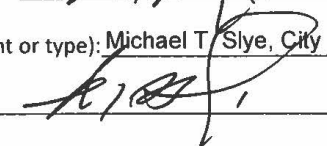
I hereby authorize the undersigned applicant to act as my agent for the representation and/or presentation of the request.

209 SOUTH WASHINGTON • PO Box 1168 • KAUFMAN, TEXAS 75142 • (972) 932-2216 • FAX (972) 932-6288

g:\development services\email & forms\originals for inhouse use only\annexation application & guidelines.docx Updated: 3/26/2019

Exhibit "A"

The undersigned owners of the hereinafter described tract of land which is vacant and without residents, or on which less than three (3) qualified voters reside, hereby petition your honorable body to extend the present municipal limits so as to include and annex as part of the City of Kaufman, Texas, the property described by metes and bounds on the attached Exhibit "A", which is incorporated herein for all purposes. We certify that this Petition is signed and acknowledged by each and every corporation and person owning said land or having an interest in any part thereof.

Applicant Name (print or type): Michael T. Slye, City Manager
Applicant signature: 
Owner Name (print or type): Michael T. Slye, City Manager
Owner signature: 

BEFORE ME, the undersigned, a Notary Public in and for said State of Texas, on this day personally appeared _____, known to me to be the person whose name are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 20____,

Notary Public

My Commission expires: _____

Date Received 02-01-2021 Date Paid N/A Receipt Number _____

209 SOUTH WASHINGTON • PO Box 1168 • KAUFMAN, TEXAS 75142 • (972) 932-2216 • FAX (972) 932-6288
g:\development services\email & forms\originals for inhouse use only\annexation application & guidelines.docx Updated: 3/26/2019

Exhibit "A-1"

ALL THAT CERTAIN LOT, TRACT, OR PARCEL OF LAND, PART OF THE WILLIAM PETERS SURVEY, ABSTRACT NO. 407, KAUFMAN COUNTY, TEXAS, ALL OF THAT CERTAIN CALLED 73.027 ACRE TRACT CONVEYED TO RUTH JACKSON BY JOHN THOMAS NALLS, ET UX ON APRIL 30, 1971, RECORDED IN VOLUME 547, PAGE 928 OF THE DEED RECORDS OF KAUFMAN COUNTY, TEXAS, AND BEING A CALLED 0.098 ACRE TRACT ACCESS EASEMENT DESCRIBED AS DESCRIBED AS TRACT TWO IN WARRANTY DEED RECORDED IN VOLUME 1180, PAGE 523, OFFICIAL PUBLIC RECORDS OF KAUFMAN COUNTY, TEXAS AND BEING MORE COMPLETELY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8 INCH IRON ROD FOUND AT THE WEST CORNER OF THE ABOVE MENTIONED 73.027 ACRE TRACT, IN THE SOUTHWEST LINE OF THE WILLIAM PETERS SURVEY AND BEING AT THE SOUTH CORNER OF THAT CERTAIN 74.38 ACRE TRACT CONVEYED TO LARRY DON BAKER, RECORDED IN VOLUME 3821, PAGE 18 OF THE DEED RECORDS OF KAUFMAN COUNTY, TEXAS;

THENCE NORTH 43 DEGREES 45 MINUTES 04 SECONDS EAST, WITH THE WESTERLY NORTHWEST LINE OF SAID 73.027 ACRE TRACT, 2,002.10 FEET TO A 6 INCH WOOD FENCE POST AT THE EAST CORNER OF THE ABOVE MENTIONED BAKER TRACT AND BEING IN THE SOUTHWEST LINE OF THAT CERTAIN CALLED 126.00 ACRE TRACT CONVEYED TO THE CITY OF KAUFMAN, TEXAS, RECORDED IN VOLUME 91, PAGE 618 OF THE DEED RECORDS OF KAUFMAN COUNTY, TEXAS;

THENCE SOUTH 47 DEGREES 50 MINUTES 34 SECONDS EAST, 208.06 FEET TO A 3/8 INCH IRON ROD FOUND AT THE SOUTH CORNER OF SAID 126.00 ACRE TRACT AND BEING AN ELL CORNER OF SAID 73.027 ACRE TRACT;

THENCE NORTH 43 DEGREES 41 MINUTES 59 SECONDS EAST, WITH THE NORTHERLY NORTHWEST LINE OF SAID 73.027 ACRE TRACT, 1,682.78 FEET TO A 6 INCH WOOD FENCE CORNER AT THE NORTH CORNER OF SAME AND BEING AT THE WEST CORNER OF THAT CERTAIN 28.19 ACRE TRACT CONVEYED TO THE CITY OF KAUFMAN, TEXAS, RECORDED IN VOLUME 250, PAGE 288 OF THE DEED RECORDS OF KAUFMAN COUNTY, TEXAS;

THENCE SOUTH 46 DEGREES 28 MINUTES 04 SECONDS EAST, WITH THE NORTHEAST LINE OF SAID 73.027 ACRE TRACT, 909.85 FEET TO A 8 INCH WOOD FENCE CORNER AT THE EAST CORNER OF SAME AND AT THE SOUTH CORNER OF THE ABOVE MENTIONED 28.19 ACRE TRACT;

THENCE SOUTH 43 DEGREES 10 MINUTES 10 SECONDS WEST, WITH THE NORTHERLY SOUTHEAST LINE OF SAID 73.027 ACRE TRACT, 2,071.96 FEET TO A FOUND 1/2 INCH IRON ROD FOR CORNER;

THENCE NORTH 45 DEGREES 27 MINUTES 29 SECONDS WEST, 305.31 FEET TO A 1/2 INCH IRON ROD FOUND AT AN ELL CORNER OF SAID 73.027 ACRE TRACT;

THENCE SOUTH 42 DEGREES 00 MINUTES 18 SECONDS WEST, WITH THE SOUTHERLY SOUTHEAST LINE OF SAID 73.027 ACRE TRACT, 1,278.80 FEET TO A 3/8 INCH IRON ROD FOUND AT THE SOUTH CORNER OF SAME AND BEING AT THE EAST CORNER OF THAT CERTAIN 3.318 ACRE TRACT CONVEYED TO LENARD AND CAROLYN MIZE RECORDED IN VOLUME 1180, PAGE 523 OF THE DEED RECORDS OF KAUFMAN COUNTY, TEXAS;

THENCE CONTINUING SOUTH 42 DEGREES 00 MINUTES 18 SECONDS WEST, 194.89 FEET TO A SET 1/2 INCH IRON ROD;

THENCE SOUTH 71 DEGREES 45 MINUTES 43 SECONDS WEST, 37.24 FEET TO A SET 1/2 INCH IRON ROD;

THENCE NORTH 41 DEGREES 34 MINUTES 59 SECONDS EAST, 230.87 FEET TO A SET 1/2 INCH IRON ROD;

THENCE NORTH 37 DEGREES 45 MINUTES 37 SECONDS WEST, WITH THE NORTHEAST LINE OF SAID 3.318 ACRE TRACT, 215.97 FEET TO A 1/2 INCH IRON ROD SET AT AN ANGLE IN SAME;

THENCE SOUTH 86 DEGREES 17 MINUTES 34 SECONDS WEST, CONTINUING WITH THE NORTHEAST LINE OF SAID 3.318 ACRE TRACT, 324.10 FEET TO A 5/8 INCH IRON ROD FOUND AT THE NORTH CORNER OF SAME AND BEING AT THE EAST CORNER OF THAT CERTAIN TRACT CONVEYED TO MALHI, RECORDED IN VOLUME 5794, PAGE 513 OF THE DEED RECORDS OF KAUFMAN COUNTY, TEXAS;

THENCE NORTH 65 DEGREES 18 MINUTES 29 SECONDS WEST, CONTINUING WITH THE SOUTHWEST LINE OF SAID 73.027 ACRE TRACT, 442.25 FEET TO THE PLACE OF BEGINNING AND CONTAINING 73.491 ACRES OF LAND.

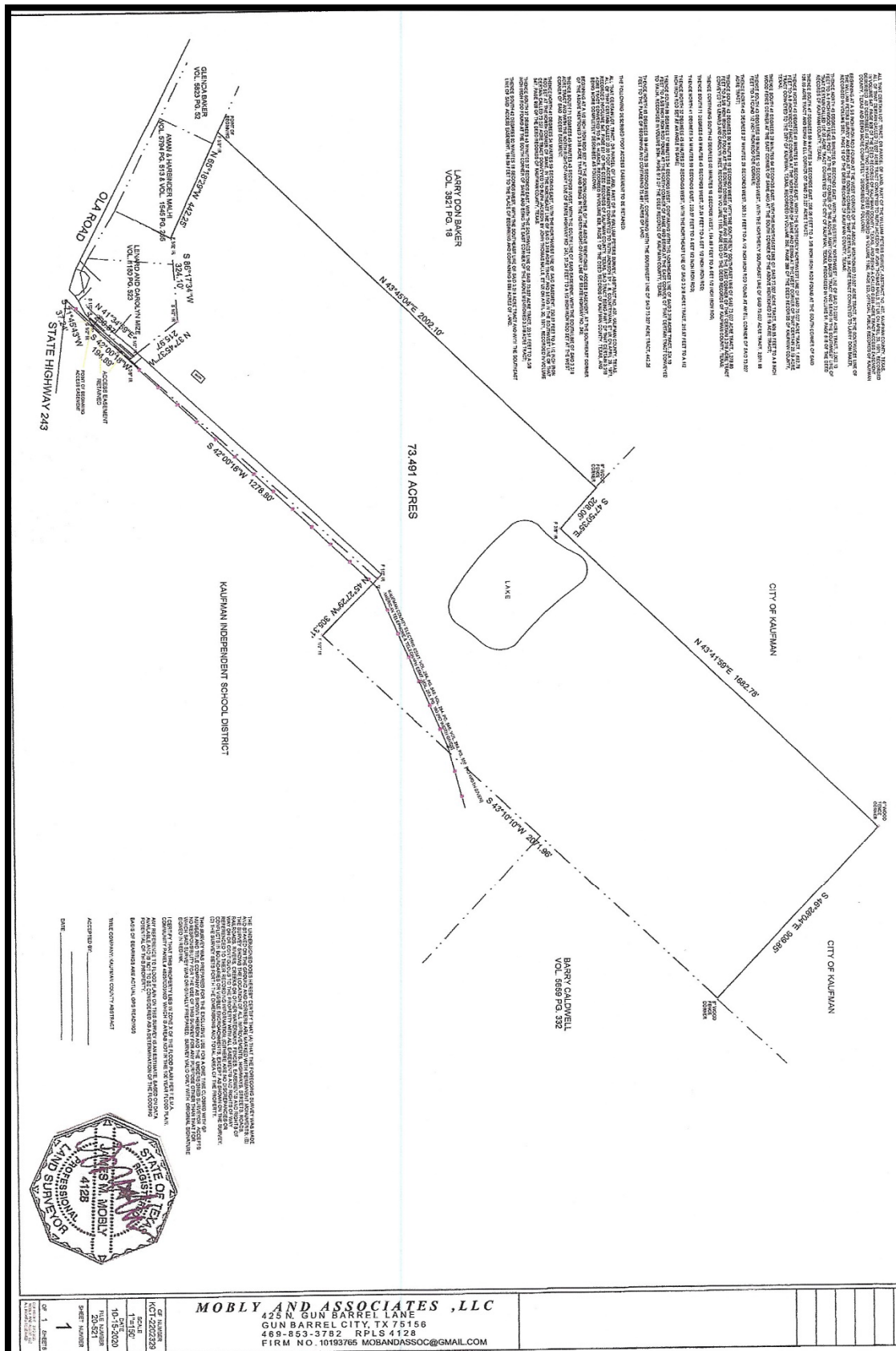
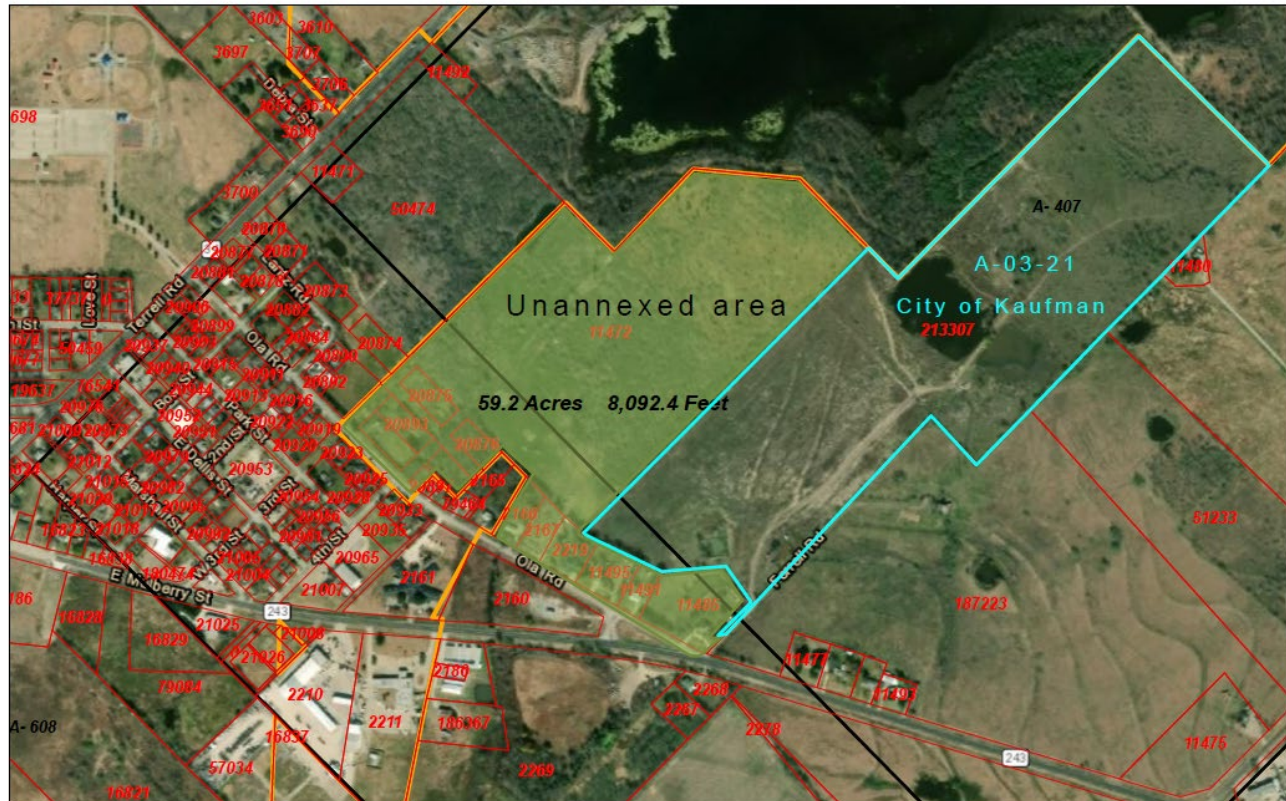


Exhibit "B"

Adjacent ETJ property



2/17/2021, 5:32:35 PM

☐ Abstracts ☐ Parcels

World Transportation City Limits

1:9,028

A number line with two scales. The top scale is labeled in miles (mi) with major tick marks at 0, 0.05, 0.1, and 0.2. The bottom scale is labeled in kilometers (km) with major tick marks at 0, 0.1, 0.2, and 0.4. The scales are aligned such that 0.1 miles corresponds to 0.2 kilometers, and 0.2 miles corresponds to 0.4 kilometers.

USDA FSA, GeoEye, Maxar, Esri, HERE, iPC

Kaufman County Appraisal District, BIS Consulting - www.bisconsulting.com

Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of boundaries.



Meeting
Date: 2/22/2021

Date: 2/11/2021

Item #: 16.

Dept.: Development
Services

Discussion Item

SUBJECT:

Consider and take appropriate action on Resolution R-11-21, a resolution of the City Council of the City of Kaufman, Texas, granting the petition requesting annexation by the Landowner, Kaufman Independent School District, owner of approximately 85.234 acres of land generally located at the northwest corner of East State Highway 243 and Farm to Market Road No. 2727 (PIDs 187223 & 51233); authorizing and directing publication of notice of a public hearing; directing the preparation and execution of a written services agreement with the Landowner; directing the preparation of a development agreement and authorizing staff to offer such agreement to Landowner; and providing an effective date. (Case #A-04-21)

BACKGROUND:

The Kaufman Independent School District (KISD) has owned this property sine January 1, 2018. They were unable to request annexation prior to now because their property was not contiguous to the city limit line. If the City of Kaufman's annexation request A-03-21 is approved then the KISD property will be contiguous to the city limit.

Author:

Marcy Ratcliff, Development Services Director

Reviewed:

Mike Slye, City Manager

Cost: N/A

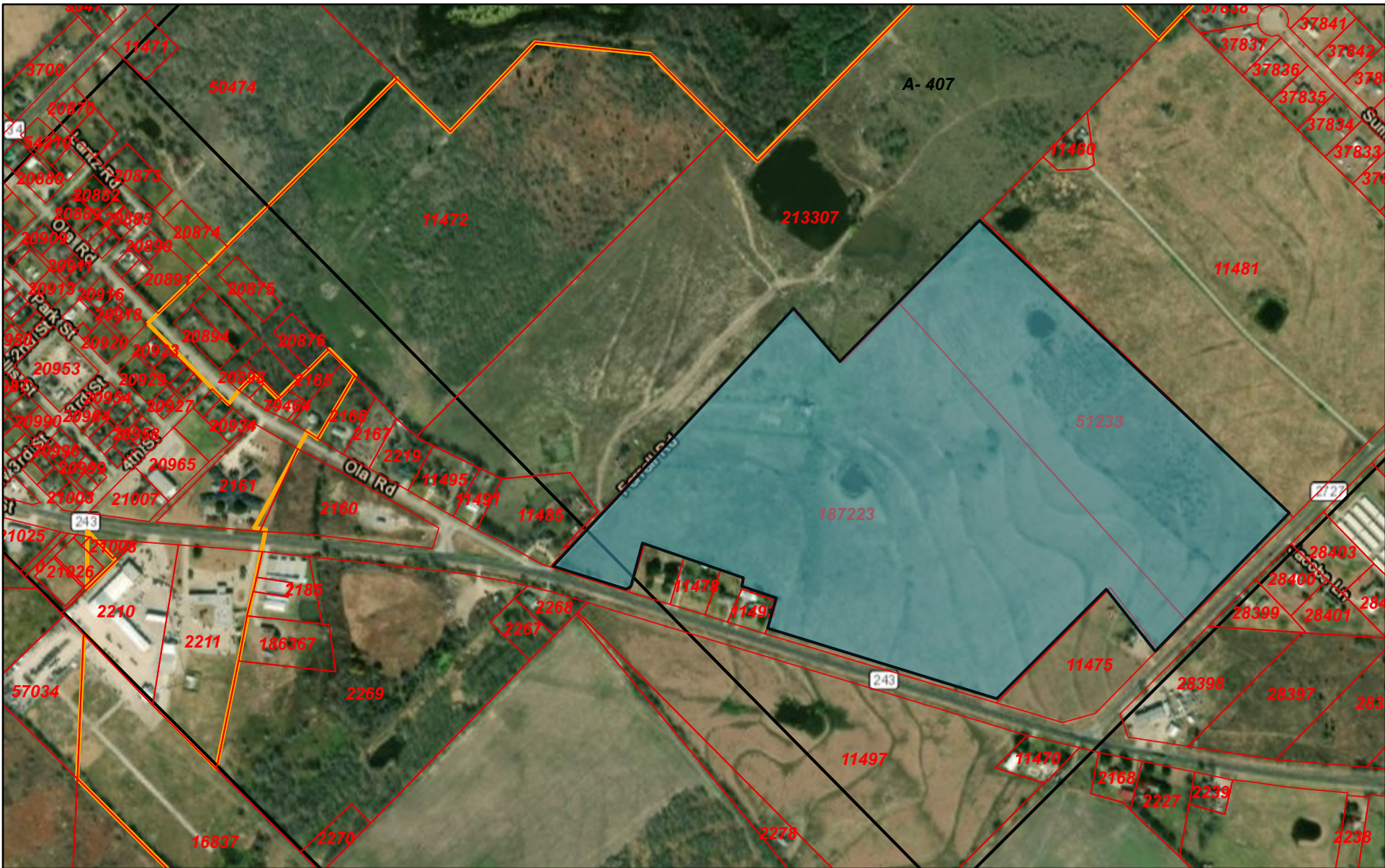
Funds Available: N/A

Source: N/A

Recommendation: Staff recommends approval of Resolution R-11-21, granting the petition for annexation by the landowner, Kaufman Independent School District for approximately 85.234 acres, setting a public hearing, authorizing and directing publication of notice of a public hearing, directing the preparation and execution of a written services agreement with the landowner; and providing and effective date.

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

Location Map A-04-21



2/11/2021, 2:44:47 PM

Abstracts

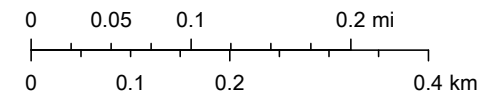
 Parcels

World Transportation  City Limits

10

City Limits

1:9,028



USDA FSA, GeoEye, Maxar, Esri, HERE, iPC

Kaufman County Appraisal District, BIS Consulting - www.bisconsulting.com

Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of boundary lines.

RESOLUTION NO. R-11-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KAUFMAN, TEXAS, GRANTING A PETITION REQUESTING ANNEXATION BY LANDOWNER, KAUFMAN INDEPENDENT SCHOOL DISTRICT, OWNER OF APPROXIMATELY 85.234 ACRES GENERALLY LOCATED AT THE NORTHWEST CORNER OF EAST STATE HIGHWAY 243 AND FARM TO MARKET ROAD NO. 2727 (PIDs 187223 & 51233), SITUATED IN THE WILLIAM PETERS SURVEY, ABSTRACT NO. 407, KAUFMAN COUNTY, TEXAS; SETTING A PUBLIC HEARING FOR THE ANNEXATION; AUTHORIZING AND DIRECTING THE CITY SECRETARY TO HAVE NOTICE OF SUCH PUBLIC HEARING PUBLISHED; DIRECTING THE PREPARATION AND EXECUTION OF A WRITTEN SERVICES AGREEMENT WITH THE PROPERTY OWNER; DIRECTING THE PREPARATION OF A DEVELOPMENT AGREEMENT AND AUTHORIZING THE CITY TO OFFER SUCH AGREEMENT TO THE PROPERTY OWNER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on or about February 4, 2020, City of Kaufman Independent School District, owner (the "Owner"), of an area of land described herein below (the "Property") filed a written petition (the "Petition") with the City of Kaufman, Texas (the "City"), to have the Property annexed into and become a part of the City; and

WHEREAS, the City Council of the City Kaufman ("City Council") has found and determined that the Petition is appropriate and that it is in the best interest of the City, to grant the Petition; and

WHEREAS, pursuant to Section 43.0672 of the Local Government Code, the City must first negotiate and enter into a written services agreement with the Owner, which must include: (1) a list of each service the City will provide on the effective date of the annexation; and (2) a schedule that includes the period within which the City will provide each service that is not provided on the effective date of the proposed annexation; and

WHEREAS, because the Property is appraised as agricultural, pursuant to Section 43.016 of the Local Government Code, prior to the institution of annexation, the City must offer a development agreement to the Owner that guarantees continuation of the ETJ status of the area and authorizes the enforcement of all regulations and planning authority of the City that do not interfere with the use of the of the area for agriculture, wildlife management, or timber; and Owner must decline to accept such Development Agreement.

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

SECTION 1. The recitals and findings set forth above are true and correct and are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2. A true and correct copy of the Petition is attached hereto as **Exhibit “A.”**

SECTION 3. The City Council hereby grants the Petition requesting the annexation by the City of the following described property being:

Kaufman CAD Property IDs 187223 & 51233, generally located at the northwest corner of East State Highway 243 and Farm to Market Road No. 2727 being an approximate 85.234-acre tract of land situated in the William Peters Survey, Abstract No. 407, Kaufman County, Texas, such tract being more particularly described in Exhibit “A-1” and being depicted in Exhibit “A-2,” each of which are attached to the petition for annexation and attached and incorporated into this Resolution.

SECTION 4. On **March 22, 2021, at 6:00 p.m.**, at the Kaufman City Hall, located at 209 S. Washington Street, Kaufman, Texas 75142, the City Council will hold public a hearing giving all interested persons the right to appear and be heard on the proposed annexation by the City of Kaufman, Texas, of the property described in Section 3 of this Resolution.

SECTION 5. The City Secretary of the City of Kaufman, Texas, is hereby authorized and directed to cause notice of such public hearings to be published once in a newspaper having general circulation in the city and in the above-described territory not more than twenty (20) days nor less than ten (10) days prior to the date of such public hearing, in accordance with the Municipal Annexation Act.

SECTION 6. Prior to the institution of annexation, City staff is hereby authorized and directed to negotiate and execute a Written Services Agreement with the Owner for the extension of municipal services into the proposed area of annexation. Prior to the institution of annexation, City staff is also hereby authorized to prepare and offer a Development Agreement to Owner pursuant to Section 43.016 of the Local Government Code that would guarantee continuation of the ETJ status of the Property and authorize the enforcement of all regulations and planning authority of the City that do not interfere with the use of the Property for agriculture, wildlife management, or timber. The City Manager, or his designee, is hereby authorized to execute said Agreements.

SECTION 7. The City Council hereby finds, determines and declares that the meeting, at which this Resolution is passed, approved and adopted, was open to the public, and that the public notice of time, place and subject matter to be considered was posted as required by law.

SECTION 8. This Resolution shall be effective from and after its passage as provided by law.

PASSED AND APPROVED this _____ day of _____, 2021.

JEFF JORDAN
MAYOR

ATTEST:

JESSIE HANKS
CITY SECRETARY

APPROVED AS TO FORM:

PATRICIA A. ADAMS
CITY ATTORNEY

Exhibit "A"

Case Number: A-04-21



VOLUNTARY ANNEXATION APPLICATION

1. Site Location:

General Street Location: State Hwy. 243 + CR 2727 PID: _____

Street Address: 0000 County Road 2727, KAUFMAN, TX 75142

Lot, Block, & Subdivision Name: Wm. Peters Survey; Subdivision A0407

2. Applicant:

Name: DR. LORI BLAYLOCK

Address: 1000 S. Houston St.

City/State: Kaufman, TX 75142 Zip: 75142

Office #: 972-932-2622 Cell #: 903-316-2878 Fax #: 972-932-3325

Email Address: lblaylock@Kaufman-isd.net

3. Property Owner:

Name: KAUFMAN ISD Board President: Byron Gregg

Address: 1000 S. Houston St.

City/State: Kaufman, TX Zip: 75142

Office #: 972-932-2622 Cell #: 903-316-2878 Fax #: 972-932-3325

Email Address: lblaylock@Kaufman-isd.net

4. Attach Exhibit: Metes and bounds, a boundry map, and location map of the subject property.

I UNDERSTAND THAT IT IS NECESSARY FOR ME OR MY AGENT TO BE PRESENT AT THE CITY COUNCIL MEETING.

I hereby authorize the undersigned applicant to act as my agent for the representation and/or presentation of the request.

209 SOUTH WASHINGTON • PO Box 1168 • KAUFMAN, TEXAS 75142 • (972) 932-2216 • FAX (972) 932-6288

g:\development services\email & forms\originals for inhouse use only\annexation application & guidelines.docx Updated: 3/26/2019

Exhibit "A"

The undersigned owners of the hereinafter described tract of land which is vacant and without residents, or on which less than three (3) qualified voters reside, hereby petition your honorable body to extend the present municipal limits so as to include and annex as part of the City of Kaufman, Texas, the property described by metes and bounds on the attached Exhibit "A", which is incorporated herein for all purposes. We certify that this Petition is signed and acknowledged by each and every corporation and person owning said land or having an interest in any part thereof.

Applicant Name (print or type): DR. LORI BLAYLOCK

Applicant signature: Lori Blaylock

Owner Name (print or type): Byron Gregg, Board President

Owner signature: Byron Gregg

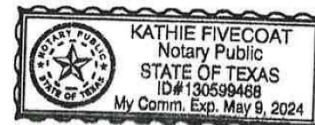
BEFORE ME, the undersigned, a Notary Public in and for said State of Texas, on this day personally appeared Lori Blaylock and Byron Gregg, known to me to be the person whose name are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 4th day of February, 2021.

Kathie Fivecoat

Notary Public

My Commission expires: May 9, 2024



Date Received _____ Date Paid _____ Receipt Number _____

209 SOUTH WASHINGTON • PO Box 1168 • KAUFMAN, TEXAS 75142 • (972) 932-2216 • FAX (972) 932-6288

g:\development services\email & forms\originals for inhouse use only\annexation application & guidelines.docx Updated: 3/26/2019

Exhibit "A-1"

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND, PART OF THE WM. PETERS SURVEY, ABSTRACT NO. 407, KAUFMAN COUNTY, TEXAS, ALL OF THAT CERTAIN CALLED 30.4095 ACRE TRACT CONVEYED TO HOWELL & ASSOCIATES, INC. BY WILLIAM SCOTT HUNSAKER ON DECEMBER 23, 1999, RECORDED IN VOL. 1419 PAGE 27 OF THE DEED RECORDS OF KAUFMAN COUNTY, TEXAS AND PART OF THAT CERTAIN CALLED 91.2285 ACRES, SAVE AND EXCEPT 1.000 ACRE AND 30.4095 ACRES, CONVEYED TO HOWELL & ASSOCIATES, INC. BY WANDA LYNN HOWELL AND RONALD DEAN HUNSAKER ON OCTOBER 19, 2009, RECORDED IN VOL. 3674 PAGE 626 OF THE DEED RECORDS OF KAUFMAN COUNTY, TEXAS, BEING MORE COMPLETELY DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT A 3/8" IRON ROD FOUND AT THE EAST CORNER OF THE ABOVE MENTIONED 30.4095 ACRE TRACT, AT THE SOUTH CORNER OF THE NETA DEAN MASSEY 57.9215 ACRE THIRD TRACT, RECORDED IN VOL. 590 PAGE 10 OF THE DEED RECORDS OF KAUFMAN COUNTY, TEXAS AND BEING IN THE NORTHWEST RIGHT OF WAY LINE OF FARM TO MARKET ROAD NO. 2727.

THENCE S 46 DEG. 29 MIN. 06 SEC. W, WITH THE NORTHWEST RIGHT OF WAY LINE OF FARM TO MARKET ROAD NO. 2727, A DISTANCE OF 829.66 FT. TO A 3/8" IRON ROD SET FOR CORNER.

THENCE N 36 DEG. 15 MIN. 27 SEC. W, A DISTANCE OF 358.79 FT. TO A 3/8" IRON ROD SET FOR CORNER.

THENCE S 46 DEG, 29 MIN. 06 SEC. W, A DISTANCE OF 743.28 FT. TO A 3/8" IRON ROD SET IN THE NORTH RIGHT OF WAY LINE OF STATE HIGHWAY NO. 243.

THENCE N 71 DEG. 36 MIN. 27 SEC. W, WITH THE NORTH RIGHT OF WAY LINE OF STATE HIGHWAY NO. 243, A DISTANCE OF 1092.17 FT. TO A 5/8" IRON ROD FOUND AT THE SOUTHEAST CORNER OF THE MATTHEW BARNARD 0.636 ACRE TRACT, RECORDED IN VOL. 2796 PAGE 40 OF THE DEED RECORDS OF KAUFMAN COUNTY, TEXAS.

THENCE N 20 DEG. 49 MIN. 31 SEC. E, WITH THE EAST LINE OF SAID 0.636 ACRE TRACT, A DISTANCE OF 152.89 FT. TO A 3/8" IRON ROD FOUND AT THE NORTHEAST CORNER OF SAME.

THENCE N 69 DEG. 52 MIN. 28 SEC. W, WITH THE NORTH LINE OF SAID 0.636 ACRE TRACT, A DISTANCE OF 179.04 FT. TO A 3/8" IRON ROD SET AT THE NORTHWEST CORNER OF SAME AND BEING IN THE EAST LINE OF THE DOROTHY WANDA HUNSAKER 0.559 ACRE TRACT, RECORDED IN VOL. 590 PAGE 10 OF THE DEED RECORDS OF KAUFMAN COUNTY, TEXAS.

THENCE N 20 DEG. 24 MIN. 38 SEC. E, WITH THE EAST LINE OF SAID 0.559 ACRE TRACT, A DISTANCE OF 53.45 FT. TO A 3/8" IRON ROD FOUND AT THE NORTHEAST CORNER OF SAME.

THENCE N 70 DEG. 25 MIN. 07 SEC. W, WITH THE NORTH LINE OF SAID 0.559 ACRE TRACT, PASSING THE NORTHWEST CORNER OF SAME, CONTINUING A TOTAL DISTANCE OF 490.52 FT. TO A 3/8" IRON ROD FOUND AT THE NORTHWEST CORNER OF THE KIMBERLY LYNN HOWELL ZABY, ET VIR 1.000 ACRE TRACT, RECORDED IN VOL. 716 PAGE 638 OF THE DEED RECORDS OF KAUFMAN COUNTY, TEXAS.

KCT-2200422

1 of 2

Exhibit "A-1"

THENCE S 18 DEG. 20 MIN. 28 SEC. W, WITH THE WEST LINE OF SAID 1.000 ACRE TRACT, A DISTANCE OF 221.76 FT. TO A 3/8" IRON ROD SET AT THE SOUTHWEST CORNER OF SAME AND BEING IN THE NORTH RIGHT OF WAY LINE OF STATE HIGHWAY NO. 243.

THENCE N 71 DEG. 36 MIN. 27 SEC. W, WITH THE NORTH RIGHT OF WAY LINE OF STATE HIGHWAY NO. 243, A DISTANCE OF 114.59 FT. TO A 3/8" IRON ROD SET AT THE P.C. OF A CURVE TO THE RIGHT, THE RADIUS POINT OF WHICH BEARS N 18 DEG. 23 MIN. 33 SEC. E- 2815.24 FT.

THENCE, CONTINUING WITH SAID RIGHT OF WAY LINE AND WITH SAID CURVE TO THE RIGHT, THE ANGLE OF WHICH IS 3 DEG. 33 MIN. 55 SEC., THE RADIUS IS 2815.24 FT. AND THE TANGENT IS 87.62 FT., A DISTANCE OF 175.18 FT. TO A 3/8" IRON ROD SET FOR CORNER.

THENCE N 6 DEG. 01 MIN. 14 SEC. E, CONTINUING WITH SAID RIGHT OF WAY LINE, A DISTANCE OF 109.88 FT. TO A 3/8" IRON ROD SET AT A CORNER IN THE SOUTHEAST LINE OF THE LEONARD G. MIZE AND CAROLYN L. MIZE 2.32 ACRE TRACT 1, RECORDED IN VOL. 2547 PAGE 291 OF THE DEED RECORDS OF KAUFMAN COUNTY, TEXAS AND BEING IN THE CENTERLINE OF A GRAVEL DRIVE.

THENCE N 45 DEG. 17 MIN. 36 SEC. E, WITH THE SOUTHEAST LINE OF SAID 2.32 ACRE TRACT, PASSING THE EAST CORNER OF SAME, CONTINUING A TOTAL DISTANCE OF 1473.54 FT. TO A 2" IRON PIPE FOUND AT AN ELL CORNER OF THE LEONARD C. MIZE, ET UX 73.050 ACRE TRACT ONE, RECORDED IN VOL. 1180 PAGE 523 OF THE DEED RECORDS OF KAUFMAN COUNTY, TEXAS.

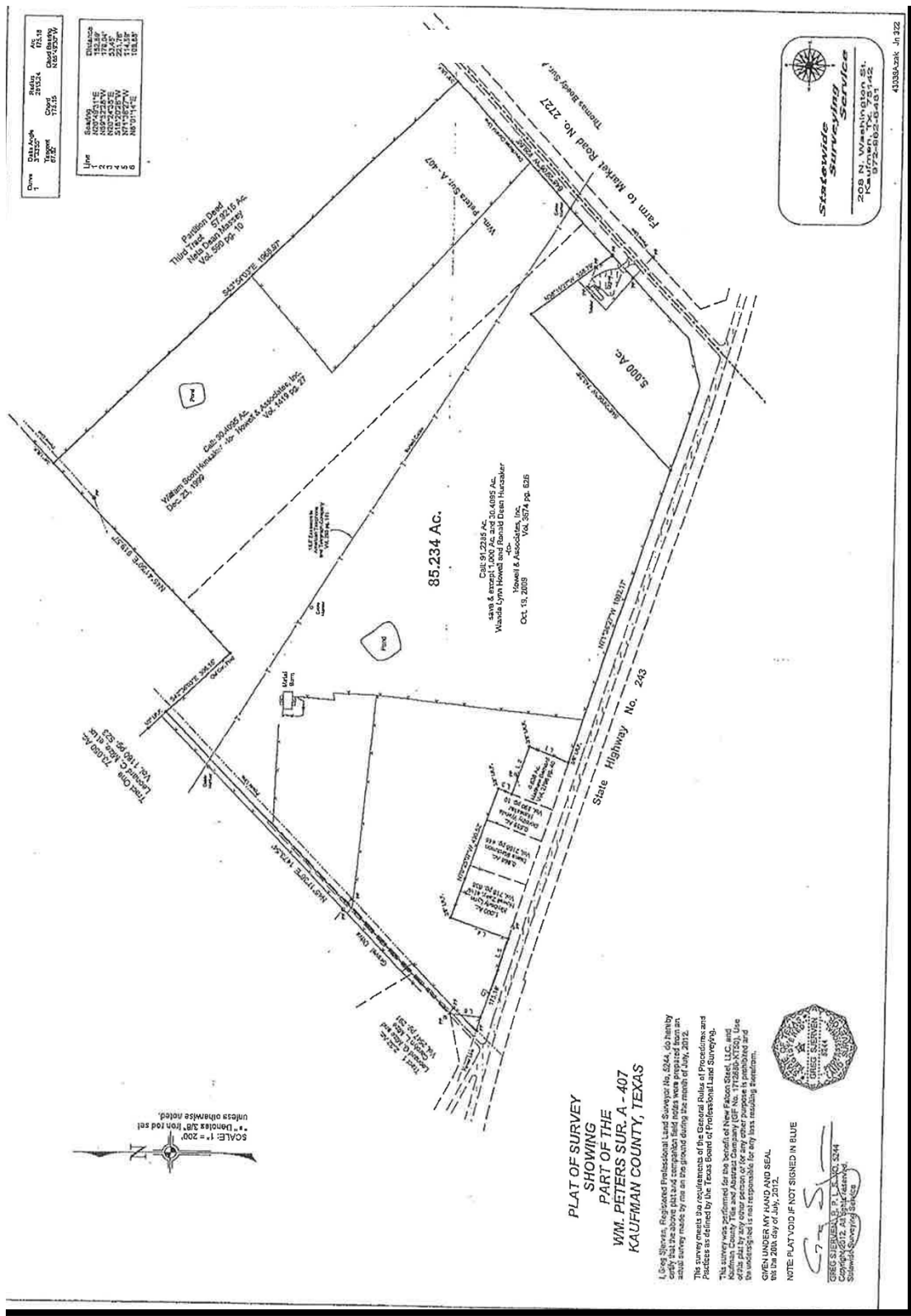
THENCE S 42 DEG. 36 MIN. 03 SEC. E, WITH THE EASTERLY SOUTHWEST LINE OF SAID 73.050 ACRE TRACT, A DISTANCE OF 306.16 FT. TO A OLD FENCE CORNER POST FOUND AT THE EASTERLY SOUTH CORNER OF SAME.

THENCE N 45 DEG. 41 MIN. 50 SEC. E, WITH THE EASTERLY SOUTHEAST LINE OF SAID 73.050 ACRE TRACT, A DISTANCE OF 919.57 FT. TO A 3/8" IRON ROD FOUND AT THE WEST CORNER OF THE ABOVE MENTIONED 57.9215 ACRE TRACT.

THENCE S 43 DEG. 54 MIN. 03 SEC. E, WITH THE SOUTHWEST LINE OF SAID 57.9215 ACRE TRACT, A DISTANCE OF 1968.97 FT. TO THE POINT OF BEGINNING, CONTAINING 85.234 ACRES OF LAND.

Note: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override Item 2 of Schedule B hereof.

A.P.N. 187223





Meeting
Date: 2/22/2021

Date: 2/17/2021

Item #: 17.

Dept.: Administration

Resolution

SUBJECT:

Consider and take appropriate action on Resolution R-12-21, a resolution of the City Council of the City of Kaufman, Texas, selecting an engineering firm in conjunction with the submittal of the City's 2021-2022 Texas Department of Agriculture, Texas Community Development Block Grant (TxCDBG) to provide application assistance and project implementation, if awarded; and providing an effective date.

BACKGROUND:

The City of Kaufman solicited RFP's for engineering services for the 2021 CDBG grant application for the rehab of the North elevated water tower. We received 4 proposals from 4 very qualified engineering firms. After the staff committee review of all proposals, the 'best qualified' firm is Teague, Nall and Perkins. TNP is the city's engineering firm of record and has a very successful history with the city of Kaufman.

Author:
Mike Slye, City Manager

Reviewed:
Mike Slye, City Manager

Cost:

Funds Available:

Source:

Recommendation: Staff recommends approval of Resolution R-12-21 as presented.

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

RESOLUTION R-12-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KAUFMAN, TEXAS, SELECTING AN ENGINEER IN CONJUNCTION WITH THE SUBMITTAL OF AN APPLICATION FOR FUNDING THROUGH THE TEXAS DEPARTMENT OF AGRICULTURE, TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, certain conditions exist which represent a threat to the public health and safety, specifically, paint on a City water tower; and

WHEREAS, it is necessary and in the best interests of the City of Kaufman to apply for funding under the Texas Community Development Block Grant Program, ("2021-2022 TxCDBG Application") to receive funding to alleviate such conditions; and

WHEREAS, the City of Kaufman has sought proposals from engineering firms for application preparation and project implementation in conjunction with the 2021-2022 TxCDBG Application; and

WHEREAS, the City of Kaufman performed these solicitations in compliance with guidance for subrecipients under 2 CFR Part 200.

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

SECTION 1. The City Council has reviewed and hereby formally selects the firm of Teague, Nall & Perkins, Inc. as the engineering firm for application preparation and project implementation in conjunction with the 2021-2022 TxCDBG Application.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF KAUFMAN, TEXAS, on this 22nd day of February, 2021.

JEFF JORDAN
MAYOR

ATTEST:

JESSIE HANKS
CITY SECRETARY

APPROVED AS TO LEGAL FORM:

PATRICIA A. ADAMS
CITY ATTORNEY

DISCUSSION ITEMS REPORT (DIR)

Project Title	Department	Agenda Date	Entered Date	Status/Notes	Strategy Map
Splash Pad	Parks & Rec	TBD	10/23/2018	TDPW Grant/Parks Master Plan/South Pointe Dev	2,3,4
Thoroughfare Plan Update	Development Serv	TBD	10/23/2018		2,5
Bldg Standards Commission Ordinance	Development Serv	9/1/2019	10/23/2018	BSC to review	4
Marlow Development	Development Serv	4/22/2019	10/23/2018	Accept Utilities	2
South Pointe	Development Serv		2/3/2021	Waiting on applicant to submit PP in March 2021	2,3,4
Park Dedication Ordinance	Development Serv	1/25/2021	10/23/2018	PH continued to 2/25/2021	4,5
Recodification of City Ordinances	Admin	11/13/2018	10/23/2018	Staff Review	5
Subdivision Ordinance Update	Development Serv	1/27/2020	10/23/2018	TNP, Staff & City Attorney reviewing rough draft	5
Citizens Academy	Admin/Public Safety		11/27/2018	Planning Phase	1,3
Explorer Post	PD		11/27/2018	On hold/KISD not interesterd	1,3
Kaufman Lake	Admin/PW		1/8/2019	Researching Water Rights	2,4,5
Downtown Parking	Admin		1/16/2019	Input from Downtown Advisory Committee	2
Kaufman Estates	PW/Admin	10/28/2019		Council Action to Amend CCN	5
Building Code Update	Development Serv	10/28/2019	6/4/2019	Approved O-28-19	5
Summer Youth Program	Admin/Parks	TBD	7/16/2019	COVID Postponement	1,3,4
Digital Gateway Signage	Admin	TBD	8/17/2020	Negotiating Contract Agreement/ROW	2,3
City Lakes Emer Action Plan	Public Works	TBD	8/7/2019		5
Disc Golf Course	Admin/PW	TBD	8/23/2019	Planning Phase	2,3,4
Washington Street Utility Relocation	Admin/PW	TBD	10/1/2019	SUE forwarded to TxDOT	2,5
Kaufman Square Speakers	Admin/PW	TBD	10/22/2019	Downtown Development Board Approved	2,3
TPW Grant for City Lake Park	Parks & Rec	TBD	12/10/2019	TBD	4,5
CareFlight Facility	Admin	TBD	3/9/2020	Discussions regarding relocation	1,3
COVID - 19	Admin/Public Safety	TBD	3/11/2020	Action Plan in Place	4,5
Greenlight City/EDC Marketing	Admin/EDC		6/16/2020	Greenlight Retainer	1,2
TIRZ #2	Admin		8/6/2020	PPFP Approved 082420	2,3,4
Comprehensive Plan	Admin		8/26/2020	Need to update plan	2,3,4,5
Fire Department 5 Year Plan	FD		8/26/2020	In progress	2,5
Fire Engine Replacement	FD	1/25/2021	1/25/2021	In Progress	1,5
Website Update	Admin		1/26/2021	Planning Phase	2,3
Street Maintenance Program	Public Works		1/29/2021	Budget Approved, Phase 1 complete. Start Phase 2.	2,4,5
Storm Drainage Projects	Public Works		1/29/2021	Budget Approved	2,4,5
Police Department Server	PD		1/29/2021	Ordered thru TSM	1,5
North & South Water Tower Rehab	Public Works		1/29/2021	North for engineering design, requesting CDBG grant for South	4,5
Body Cameras	PD		2/2/2021	Possible Grant Opportunity	1,3,5

DISCUSSION ITEMS REPORT (DIR)

Project Title	Project Lead	Agenda Date	Entered Date	Status/Notes	
PID Creation Resolution	Dev Svc/Admin	11/13/2018	10/24/2018	Complete	
TIRZ Creation Ordinance Amendment	Dev Svc/Admin	11/13/2018	10/24/2018	Complete	
TIRZ Project Reprioritization Resolution	Dev Svc/Admin	11/13/2018	10/24/2018	Complete	
Home Improvement Incentive Program	Development Serv	11/13/2018	10/23/2018	Complete	
Budget Book Submission to GFOA	Finance		10/23/2018	Complete	
Interlocal Agreement w/County for PID	Finance		10/30/2018	PID Assessment for Georgetown in 2020	
WWTP Priority Project List	Public Works	11/13/2018	10/23/2018	Mark Hill - Consultant	
2600 Commerce Way Permit Ready	Development Serv	NA	11/6/2018	Complete Permit Issued 11/26/2018	
600 N Nash KC Street Barn Permit Issued	Development Serv	NA	11/6/2018	Complete Finaled 01/04/2019	
Rev Ch 22 & 46 7500SF F Sprinkler Req	elopment Serv	01/28/2019 02/25/201	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

February 2, 2021

To: City of Kaufman

From: Ashley Berryhill, Grant Director

Re: January 2021 Demand and Response Ridership Report

TRIP INFORMATION:

	S	O	N	D	J	F	M	A	M	J	J	A	TOTAL
Trips	289	233	267	194	237								1,220
No. Service Days	21	22	19	21	19								

NO. OF TRIPS	PURPOSE
0	Education
0	Government
24	Medicaid
113	Medical
2	Nutrition (Senior Center)
15	Other (adult-day care, beauty salon, friend's homes, etc.)
37	Shopping
46	Work
0	Contract Services

ELDERLY AND DISABLED RIDERSHIP	
25	Disabled Trips
141	Elderly (&/or Dis) Trips

166 E & D Total Rides

E & D Percent of Total Trips – 70%

JANUARY UNDUPLICATED PASSENGERS
49
YEAR TO DATE UNDUPLICATED PASSENGERS
94

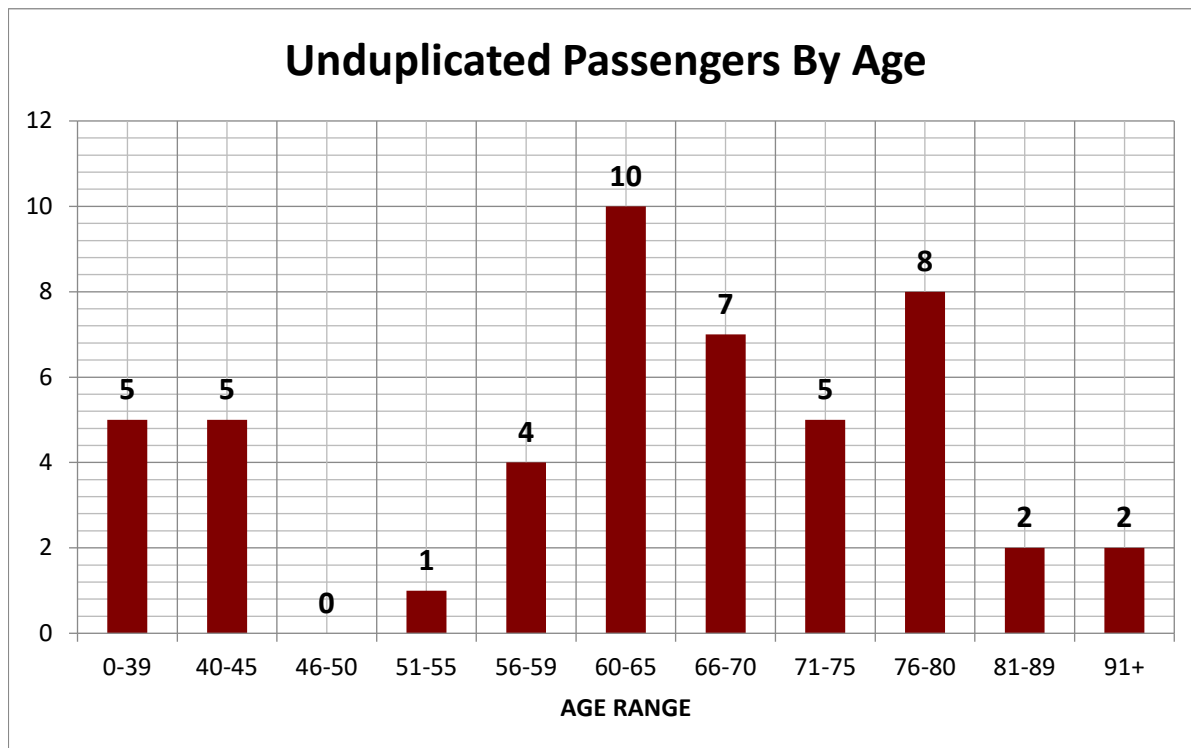


Trip Total	
KAUFMAN TO KAUFMAN	167
KAUFMAN TO OUTSIDE	59
OUTSIDE TO KAUFMAN	11

237

NOSHOW/CANCEL	259
DENIALS	11
Month to Month Unduplicated	49
YTD Unduplicated	94

January 2021 Total D & R Trips	237
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February 2, 2021

To: Kaufman County

From: Ashley Berryhill, Grant Director

Re: **January 2020 STARNow** – Kaufman County Ridership Report

FY2021 TRIP INFORMATION:

	S	O	N	D	J	F	M	A	M	J	J	A	TOTAL
Trips	750	899	851	913	989								4,402
Service Days	21	22	19	21	19								102

Completed Boardings ⓘ	Avg. Boardings Per Service Hr.	Boarding Cancellations ⓘ	Boarding Cancellations (No Show) ⓘ	Cancellation Percentage	Cancellation Percentage (No Show)
989	4.73	218	16	18.06 %	1.33 %

Completed Requests ⓘ	Cancelled Requests ⓘ	Cancelled Requests (No Show) ⓘ	Avg. # of Trips per Rider	Avg. Travel Duration ⓘ	Avg. Travel Distance ⓘ	Avg. Wait Time ⓘ	Median Wait Time ⓘ
847	195	16	8.6	10.32 min	2.97 mi	24.58 min	14.98 min

Bookings from Admin Portal ⓘ	Bookings from Rider Application ⓘ	Flag Down Bookings ⓘ
47.93 %	50.76 %	1.31 %



COUNCIL MONTHLY UPDATE

JANUARY 2021

In January, the Kaufman Fire Department responded to 193 calls for service. In January of 2020, we responded to 199 calls for service.

Covid 19 testing was conducted twice at the Fire station by the State and will continue throughout February.

The Fire Department Performed inspections on the new Plum Tree apartments fire sprinkler system. Hydro test and visual inspections completed on buildings one and four.

Engine 1 developed severe engine trouble just after Christmas, and we collected prices for repairs and possible replacement.

After reviewing and meeting with City manager & Council, the Best economical solution was to obtain a new fire engine and trade in our old one.

DEPARTMENT

SNAPSHOT JANUARY

Fifteen personnel received their first round of the Covid 19 vaccine and will get the second dose first week in February

We were unable to respond to four calls due to being tied up on other calls (accidents), and no additional personnel was available to answer. Luckily all were medical emergencies, and EMS was available to get to them within 15 minutes.

Training:

**(Fire Ce's)
Vehicle Extrication**

**(EMS Ce's)
Head trauma**

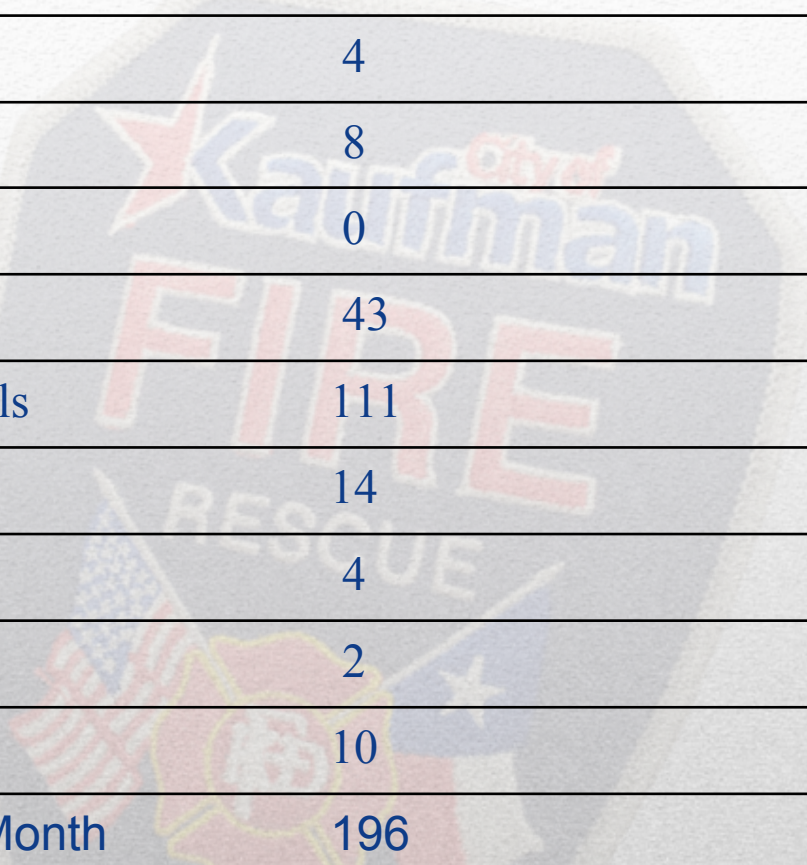
DEPARTMENT SNAPSHOT JANUARY

- **Incident Response Time
Monthly Average**

- **January 2021
Monthly Average
Response Time: 4
Minutes 50 Seconds
(4.50)**
- **January 2020
Monthly Average
Response Time: 5
Minutes 10 Seconds
(5.10)**

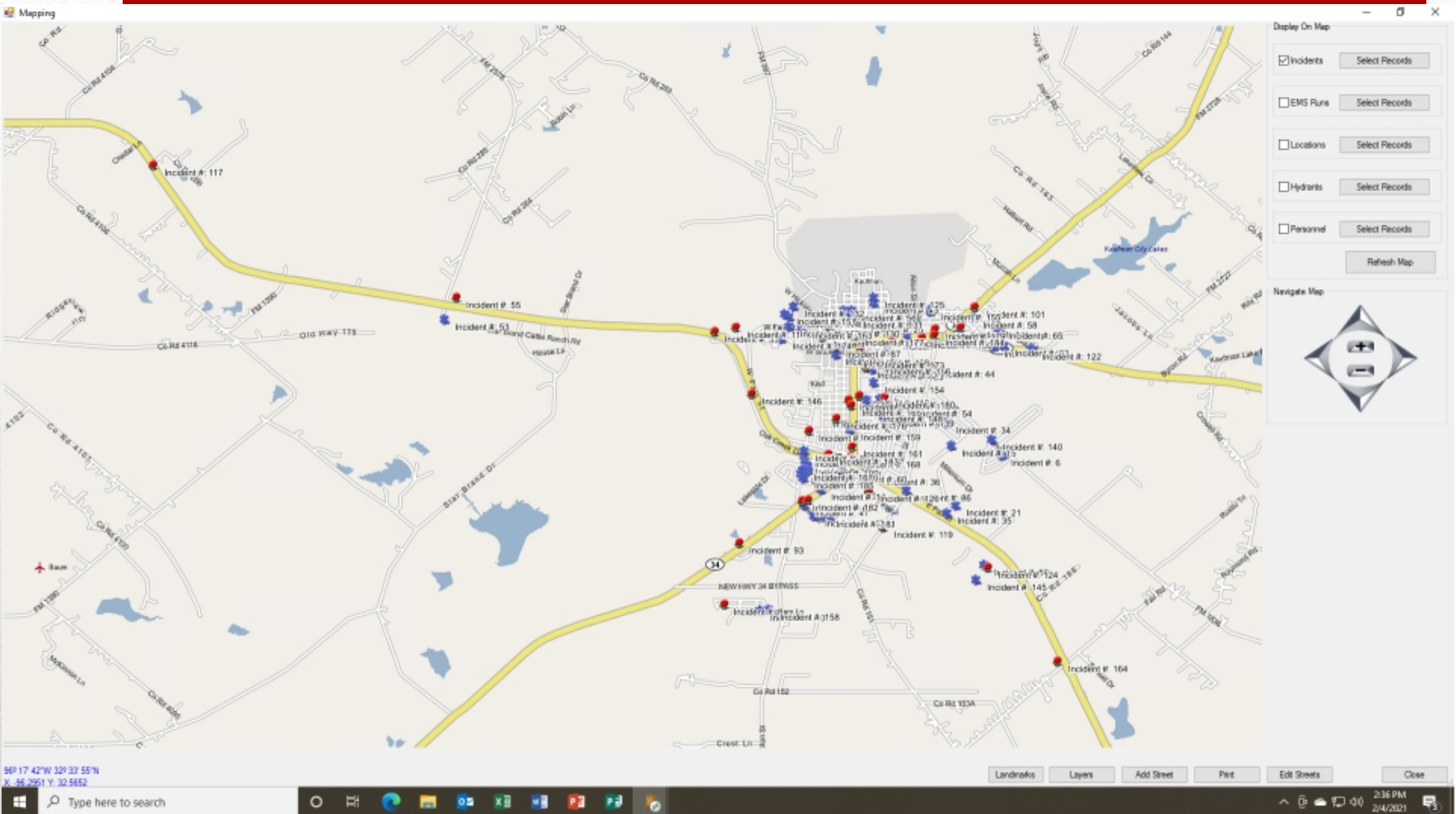


DEPARTMENT SNAPSHOT



Inspections	25
Structure Fires	4
Grass/Trash	8
Automobiles	0
Accidents	43
Emergency Medical Calls	111
Haz / Smoke Calls	14
False Alarms	4
Mutual Aid	2
Public Assist	10
Total Responses for Month	196

JAN. 2021 Responses



INCIDENT LOCATION MAP

RED=FIRE INCIDENTS/ACCIDENTS

BLUE= MEDICAL INCIDENTS

MARCH 2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2 Planning & Zoning Meeting	3	4 Council Retreat 12:00 p.m.	5 Council Retreat 8:00 a.m.	6
7	8	9	10	11	12	13
14	15	16	17	18 Parks & Rec Meeting	19	20
21	22 Regular City Council Meeting	23	24	25	26	27
28	29	30	31			

APRIL 2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
4	5	6 Planning & Zoning Meeting	7	8	9	10
11	12	13 KEDC	14	15 Parks & Rec Meeting	16	17
18	19	20	21	22	23	24
25	26 Regular City Council Meeting	27	28	29	30	

MAY 2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4 Planning & Zoning Meeting	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20 Parks & Rec Meeting	21	22
23	24 Regular City Council Meeting	25	26	27	28	29
30	31					