



AGENDA
JOINT MEETING BETWEEN
TAX INCREMENT REINVESTMENT ZONE #1 (TIRZ #1),
TAX INCREMENT REINVESTMENT ZONE #2 (TIRZ #2),
& KAUFMAN CITY COUNCIL MEETING
TUESDAY, JUNE 15, 2021 - 6:00 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.**

City Council: 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.**

TIRZ #1 ITEMS

1. Consider and take appropriate action on an Agreed Termination of the First Amended and

Restated TIF Agreement for purchase of 4.51 Acres in the Kings Fort Development; and authorizing the Mayor and or designee to execute any necessary documents.

TIRZ #1 ADJOURNMENT

TIRZ #2 ITEMS

2. Consider and take appropriate action on a TIRZ No. 2 Reimbursement Agreement between the City of Kaufman and Cedar Crest Development Company; and authorizing the Mayor or designee to execute any necessary documents.

TIRZ #2 ADJOURNMENT

CONSENT AGENDA

3. Consider and take appropriate action on an Agreed Termination of the First Amended and Restated TIF Agreement for purchase of 4.51 Acres in the Kings Fort Development; and authorizing the Mayor and or designee to execute any necessary documents.
4. Consider and take appropriate action on a TIRZ No. 2 Reimbursement Agreement between the City of Kaufman and Cedar Crest Development Company; and authorizing the Mayor or designee to execute any necessary documents.

DISCUSSION/ACTION ITEMS

5. First Reading: Consider and take appropriate action on Ordinance O-29-21, an Ordinance of the City Council of the City of Kaufman, Texas, amending the exclusive franchise agreement for solid waste collection within the City of Kaufman, Texas with Republic Services to provide for updated fees for bulk pickup; authorizing the Mayor or designee to execute the amendment and any necessary documents; and providing an effective date.
6. Consider and take appropriate action on an update to the 5 Year Capital Improvement Plan.
7. Consider and take appropriate action on the construction of an emergency access road at the Kaufman Sports Complex and authorize the City Manager to execute necessary documents.
8. Discussion regarding the American Rescue Plan Act Funding Strategies.

ANNOUNCEMENTS AND REPORTS FROM CITY MANAGER

9. Receive an update and discussion regarding the following:
 - a. Red, White & BOOM Update.

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, JUNE 11, 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.

AGREED TERMINATION OF FIRST AMENDED TIF AGREEMENT FOR PURCHASE OF 4.51 ACRES

THIS AGREED TERMINATION of the First Amended TIF Agreement for Purchase of 4.51 Acres, entered into on or around November 13, 2018 by and between Reinvestment Zone Number One, City of Kaufman, Texas (the "TIF"), a tax increment reinvestment zone created by the City of Kaufman, Texas (the "City") pursuant to Chapter 311 of the Texas Tax Code, as amended, (the "Act"), acting by and through its governing body, the TIF Board of Directors (the "Board"), the City, and Georgetown KF, Ltd., a Texas limited partnership (the "Developer"), (hereinafter "Agreement"), which together with the TIF, Board and City are sometimes herein each referred to as a "Party" and collectively as the "Parties", is made and entered into on the date set forth below.

AGREEMENT OF THE PARTIES

Due to changed business circumstances and needs on the part of all Parties hereto, the Parties have individually and collectively determined it appropriate and in their individual and collective best interests to terminate the existing First Amended TIF Agreement for Purchase of 4.51 Acres and to enter into this Agreed Termination. The Parties individually and collectively agree that the First Amended TIF Agreement for Purchase of 4.51 Acres and their respective contractual obligations thereunder shall terminate upon the execution of this Agreed Termination. The Parties have agreed to terminate the First Amended TIF Agreement for Purchase of 4.51 Acres and to fully release each other from all claims related to or arising from the First Amended TIF Agreement for Purchase of 4.51 Acres or this Agreed Termination.

The Parties to this Agreed Termination desire to dispose of all claims and causes of action of any kind that currently exist or that may exist in the future that in any way arise out of, relate to, or result from the respective Parties' performance under the First Amended TIF Agreement for Purchase of 4.51 Acres or this Agreed Termination.

For and in consideration of the terms of this Agreed Termination as set forth herein, the sufficiency of which is hereby acknowledged, each Party hereto, by execution of this Agreed Termination, has this day released and does release, acquit, and forever discharge the other Parties hereto, their respective officials, officers, employees, agents, and all persons, natural or corporate, in privity with them or any of them, from any and all claims or causes of action of any kind whatsoever, at common law, statutory or otherwise, that such Party has or might have, known or unknown, now existing or that might arise hereafter, directly or indirectly attributable to the Party's respective performance under the First Amended TIF Agreement for Purchase of 4.51 Acres or this Agreed Termination, it being intended to release all claims of any kind which any Party might have against all others hereby released, whether asserted or not.

No Party shall be due compensation for damages of any nature or kind or other payment

of any kind. The Parties expressly waive claims for any and all damages previously asserted and/or otherwise authorized under the First Amended TIF Agreement for Purchase of 4.51 Acres, this Agreed Termination, or state law.

The Act provides that the TIF and City may enter into agreements as the Board and City consider necessary or convenient to implement this Agreed Termination and achieve its purposes.

Miscellaneous Provisions

Applicable Law/Venue. This Agreed Termination and Release is made according to the laws of the State of Texas. The Parties expressly agree that this Agreed Termination is governed by and shall be construed and enforced in accordance with Texas law and that exclusive venue shall lie in Kaufman County, Texas.

Entire Agreement. This Agreed Termination contains the entire agreement between the Parties. It supersedes any and all prior conflicting agreements, arrangements, or understandings between the Parties on all subjects in any way related to the First Amended TIF Agreement for Purchase of 4.51 Acres. No oral understandings, statements, promises, or inducements contrary to or consistent with the terms of this Agreed Termination exist.

Severability. If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this Agreed Termination are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this Agreed Termination shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

No Third Party Beneficiaries. For purposes of this Agreed Termination, including its intended operation and effect, the Parties specifically agree and contract that this Agreed Termination is in no way intended by the Parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with Parties.

Multiple Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

IN WITNESS WHEREOF, the Parties hereto agree that it serves their mutual best interests to terminate the Agreement and that cross promises serve as valid consideration for the execution of this Agreed Termination. The Parties hereto have executed this Agreed Termination of the First Amended TIF Agreement for Purchase of 4.51 Acres, as of the date below.

EXECUTED this _____ day of June, 2021.

CITY:

Jeff Jordan, Mayor

BOARD:

Jeff Jordan, Chair

DEVELOPER:

_____, **its General Partner**

VERIFICATION

STATE OF TEXAS

§

§

KAUFMAN COUNTY

§

BEFORE ME, the undersigned authority, on this day personally appeared **Jeff Jordan**, Mayor of City of Kaufman, Texas known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the ____ day of June, 2021.

Name: _____

My commission expires: _____

VERIFICATION

STATE OF TEXAS

§

§

KAUFMAN COUNTY

§

BEFORE ME, the undersigned authority, on this day personally appeared **Jeff Jordan**, Chair of the TIF Board of Directors of Reinvestment Zone Number One, City of Kaufman, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the ____ day of June, 2021.

Name: _____

My commission expires: _____

VERIFICATION

STATE OF TEXAS

§

§

KAUFMAN COUNTY

§

BEFORE ME, the undersigned authority, on this day personally appeared _____, General Partner of Georgetown KF, Ltd., a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the ____ day of June, 2021.

Name: _____

My commission expires: _____

TIRZ NO. 2 REIMBURSEMENT AGREEMENT

This TIRZ No. 2 Reimbursement Agreement (the “Agreement”) is entered into as of the ____ day of June, 2021 (the “Effective Date”), by and between the **CITY OF KAUFMAN**, Texas, a home rule municipality situated in Kaufman County, Texas (the “City”), **CEDAR CREST DEVELOPMENT COMPANY, LLC**, a Texas limited liability company (the “Developer”), and the **BOARD OF DIRECTORS** (the “Board”) of Reinvestment Zone Number Two, City of Kaufman, Texas (the “TIRZ”), created pursuant to the provisions of Chapter 311, Texas Tax Code, as amended (the “Act”).

RECITALS

WHEREAS, the City, the Developer, and the Board are sometimes collectively referenced in this Agreement as “Parties” or, each individually, as a “Party”; and

WHEREAS, the TIRZ was created pursuant to Ordinance No. O-28-20, adopted by the City Council of the City (the “City Council”) on September 14, 2021, pursuant to the Act; and

WHEREAS, on September 28, 2020, pursuant to Ordinance No. O-30-20, the City Council adopted Ordinance No. O-30-20 to set the percentage of tax increment contributed by the City to seventy-five percent (75%); and

WHEREAS, on September 28, 2020, pursuant to Ordinance No. O-30-20, the City Council approved a Final Project and Finance Plan for the TIRZ (the “Project and Financing Plan”); and

WHEREAS, on September 28, 2020, the City and Kaufman County (the “County”) entered into an interlocal agreement for the County’s participation in the TIRZ; and

WHEREAS, on October 26, 2020, the City and Trinity Valley Community College (the “College”) entered into an interlocal agreement for the College’s participation in the TIRZ; and

WHEREAS, the Project and Financing Plan provides for the collection of: (i) seventy-five percent (75%) of the City’s ad valorem tax increment attributable to the TIRZ, based on the City’s tax rate each year and as authorized by law, for a period of thirty-one (31) years, or until the amount of City ad valorem TIRZ increment placed into the TIRZ Fund (as defined in the Project and Financing Plan) totals six million five hundred sixty-seven thousand one hundred and thirty-eight Dollars (\$6,567,138.00), whichever comes first; (ii) fifty percent (50%) of the County’s ad valorem tax increment attributable to the TIRZ, based on the County’s tax rate each year, for a period of thirty-one (31) years, or until the amount of the County ad valorem TIRZ increment placed into the TIRZ Fund totals six million five hundred sixty-seven thousand one hundred and thirty-eight Dollars (\$6,567,138.00), whichever comes first; and (iii) fifty percent (50%) of the College’s ad valorem tax increment attributable to the TIRZ, based on the College’s tax rate each year, for a period of thirty-one (31) years, or until the amount of the College ad valorem TIRZ increment placed into the TIRZ Fund totals two million six hundred twenty-four thousand eight hundred and twenty-four Dollars (\$2,624,824.00), whichever comes first; and

WHEREAS, the TIRZ Revenues are intended by the Board and the City to be dedicated to the payment of the costs of construction of certain Authorized Improvements (the “Authorized”

Improvements”) necessary for the development of the Property as a mixed use development (the “Development”); and

WHEREAS, the Authorized Improvements shall be owned and maintained by the City for the benefit of the Development and the TIRZ; and

WHEREAS, the City and the Board intend for the TIRZ Revenues collected from the County and College ad valorem TIRZ increment to be transferred to the City for reimbursement of the costs of the Authorized Improvements; and

WHEREAS, the City and the Board intend for the TIRZ Revenues collected from the City ad valorem TIRZ increment and the County and College ad valorem TIRZ increments to provide an economic development grant to the Developer pursuant to Chapter 380, Texas Local Government Code, as amended, for a period of up to thirty-one (31) years or until the amount of TIRZ Revenues collected from the City ad valorem TIRZ increment totals six million five hundred sixty-seven thousand one hundred and thirty-eight Dollars (\$6,567,138.00), the County ad valorem TIRZ increment totals six million five hundred sixty-seven thousand one hundred and thirty-eight Dollars (\$6,567,138.00), and the College ad valorem TIRZ increment totals two million six hundred twenty-four thousand eight hundred and twenty-four Dollars (\$2,624,824.00), whichever comes first; and

WHEREAS, the City has found that providing a grant of funds to Developer in exchange for Developer’s completion of the Authorized Improvements and development of the Development will promote local economic development and stimulate business and commercial activity and create jobs within the City (the “Program”); and

WHEREAS, the City has determined that the Program will directly establish a public purpose and that all transactions involving the use of public funds and resources in the establishment and administration of the Program contain controls likely to ensure that public purpose is accomplished; and

WHEREAS, Article III, Section 52-a of the Texas Constitution and Chapter 380 of Texas Local Government Code provide constitutional and statutory authority for establishing and administering the Program to provide grants or incentives of public money to promote local economic development and to stimulate business and commercial activity in the City.

NOW, THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement and for other good and valuable consideration the receipt and adequacy of which are acknowledged and agreed by the Parties, the Parties agree as follows:

ARTICLE I **THE DEVELOPMENT**

Section 1.01. Completion of the Authorized Improvements. The City agrees to the construction and completion of the Authorized Improvements within the Development, which construction is authorized and provided for in that certain South Point Development Incentive

Agreement by and between the Developer and the City, approved by the City Council on September 14, 2020.

Section 1.02. Use of TIRZ Revenues.

(a) The City and the Board agree to dedicate: (i) seventy-five percent (75%) of the City's ad valorem tax increment attributable to the TIRZ, based on the City's tax rate each year and as authorized by law, for a period of thirty-one (31) years, or until the amount of City ad valorem TIRZ increment placed into the TIRZ Fund (as defined in the Project and Financing Plan) totals six million five hundred sixty-seven thousand one hundred and thirty-eight Dollars (\$6,567,138.00), whichever comes first; (ii) fifty percent (50%) of the County's ad valorem tax increment attributable to the TIRZ, based on the County's tax rate each year, for a period of thirty-one (31) years, or until the amount of the County ad valorem TIRZ increment placed into the TIRZ Fund totals six million five hundred sixty-seven thousand one hundred and thirty-eight Dollars (\$6,567,138.00), whichever comes first; and (iii) fifty percent (50%) of the College's ad valorem tax increment attributable to the TIRZ, based on the College's tax rate each year, for a period of thirty-one (31) years, or until the amount of the College ad valorem TIRZ increment placed into the TIRZ Fund totals two million six hundred twenty-four thousand eight hundred and twenty-four Dollars (\$2,624,824.00), whichever comes first.

(b) The City and the Board agree to allocate or dedicate the TIRZ Revenues collected from the County and College ad valorem TIRZ increment to the City, and such County and College TIRZ Revenues shall be used to reimburse the Developer for certain costs for the Authorized Improvements on properties within the District. The County and College TIRZ Revenues shall be paid to or transferred to the City each year on or before July 1.

(c) The City and the Board agree to dedicate the City, County, and College TIRZ Revenues in the form of a Chapter 380 grant, and such City, County, and College TIRZ Revenues shall be used to pay or reimburse the Developer each year on or before July 1 for the costs of the Authorized Improvements constructed within the Development.

ARTICLE II
MISCELLANEOUS PROVISIONS

Section 2.01. Term. This Agreement shall be in force and effect from the date of execution hereof until the earlier of (i) thirty-one (31) years, or (ii) until the amount of TIRZ Revenues collected from the City, the County, and the College equal the maximum amounts of TIRZ Revenues as set forth in Section 1.03.

Section 2.02 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; and (c) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the

recitals, would not have entered into this Agreement.

Section 2.03 Successors and Assigns. All covenants and agreements contained by or on behalf of the TIRZ in this Agreement shall bind its successors and assigns and shall inure to the benefit of the Developer and its successors and assigns. This Agreement and the right to reimbursement set forth herein may be assigned, from time to time and in whole or in part, by the Developer to any person or entity and collaterally assigned to any lender. The assignment must be in writing. A copy of the assignment shall be given to the City within thirty (30) days after such assignment; however, City consent to the assignment is not required. Upon any such assignment and notice to the City, Developer shall not be released from performing the duties or obligations that are assigned and that arise after the effective date of the assignment or the date that the City receives notice of the assignment, whichever later occurs; further, the Developer is not released from any liabilities that arose prior to the effective date or date of notice to the City, whichever later occurs, unless the City and the Board agree. The Developer's rights under this Agreement are a personal obligation and do not constitute a covenant running with the land.

Section 2.04 Notices. Any notice, submittal, payment or instrument required or permitted by this Agreement to be given or delivered to any Party shall be deemed to have been received when personally delivered or 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

To the City:	City of Kaufman, Texas Attn: Mike Slye, City Manager 209 S. Washington Kaufman, Texas 75142
With a copy to:	Messer, Fort & McDonald, PLLC Attn: Patricia Adams, City Attorney 6371 Preston Road, Suite 200 Frisco, Texas 75034
To the Board:	City of Kaufman, Texas Attn: Mike Slye, City Manager 209 S. Washington Kaufman, Texas 75142
To the Developer:	Cedar Crest Development Company, LLC. Attn: David Willis 1412 Main Street, Suite 1000 Dallas, Texas 75202
With a copy to:	Miklos Cinclair, PLLC Attn: Robert Miklos 1800 Valley View Lane, Suite 360 Farmers Branch, Texas 75234

Any Party may change its address or addresses for delivery of notice by delivering written notice of such change of address to the other Party.

Section 2.05 Interpretation. The Parties acknowledge that each has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

Section 2.06 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is necessary and required.

Section 2.07 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by official action of the City Council in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been and is duly authorized to do so. The Board represents and warrants that this Agreement has been approved by official action of the Board in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the Board has been and is duly authorized to do so. The Developer represents and warrants that this Agreement has been approved by appropriate action of the Developer, and that the individual executing this Agreement on behalf of the Developer has been and is duly authorized to do so. Each Party respectively acknowledges and agrees that this Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.

Section 2.08 Severability. This Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the Parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

Section 2.09 Applicable Law; Venue. This Agreement is entered into pursuant to, and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Kaufman County. Exclusive venue for any action related to, arising out of, or brought in connection with this Agreement shall be in the Kaufman County State District Court.

Section 2.10 Non-Waiver. Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except in writing signed by the Party waiving such provision. Any waiver shall be limited to the specific

purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

Section 2.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

Section 2.12 Complete Agreement. This Agreement embodies the entire Agreement between the Parties and cannot be varied or terminated except as set forth in this Agreement, or by written agreement of the City and the Developer expressly amending the terms of this Agreement.

Section 2.13 Consideration. This Agreement is executed by the Parties without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

[SIGNATURE PAGES FOLLOW]

EXECUTED BY THE PARTIES TO BE EFFECTIVE ON THE EFFECTIVE DATE:

CITY OF KAUFMAN, TEXAS

By: _____
Name: Jeff Jordan
Title: Mayor

ATTEST:

By: _____
Name: Jessie Hanks
Title: City Secretary

TIRZ NO. 2 BOARD:

REINVESTMENT ZONE NUMBER TWO,
CITY OF KAUFMAN, TEXAS

By: _____
Name: _____
Title: Chairman

ATTEST:

By: _____
Name: Jessie Hanks
Title: City Secretary

DEVELOPER:

Cedar Crest Development,
a Texas limited partnership

By: _____,
a Texas corporation,
its General Partner

By: _____
_____, _____



Meeting
Date: 6/15/2021

Date: 6/8/2021

Item #: 5.

Dept.: Administration

Ordinance

SUBJECT:

First Reading: Consider and take appropriate action on Ordinance O-29-21, an Ordinance of the City Council of the City of Kaufman, Texas, amending the exclusive franchise agreement for solid waste collection within the City of Kaufman, Texas with Republic Services to provide for updated fees for bulk pickup; authorizing the Mayor or designee to execute the amendment and any necessary documents; and providing an effective date.

BACKGROUND:

This is the proposed contract with the amendments that Republic presented at the previous Council meeting.

Author:
Mike Slye, City Manager

Reviewed:
Mike Slye, City Manager

Cost:

Funds Available:

Source:

Recommendation: Staff recommends approval of Ordinance O-29-21 as presented.

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

ORDINANCE NO. O-29-21

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KAUFMAN, TEXAS APPROVING AN AMENDMENT TO THE EXCLUSIVE FRANCHISE AGREEMENT FOR SOLID WASTE COLLECTION WITH REPUBLIC WASTE SERVICES OF TEXAS, LTD., (“ORIGINAL AGREEMENT”), IN ACCORDANCE WITH STATE LAW AND CITY CHARTER; PROVIDING FOR THE INCORPORATION OF PREMISES; APPROVING AN AMENDMENT TO PROVIDE FOR UPDATED COLLECTION RATES FOR BULK PICKUP; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDED AGREEMENT; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Kaufman, Texas (the “City”), is a home-rule city with full power of local self-government; and

WHEREAS, the collection of municipal solid waste is a governmental function performed for the protection of the public health, safety, and general welfare; and

WHEREAS, the City, through the City Council, and pursuant to both state law and Article X “Utility and Public Service Franchises and Licenses” of the City’s Home Rule Charter (“Article X”), is authorized to amend the Original Agreement entered into on or about October 27, 2020; and

WHEREAS, in compliance with the City Charter, the City Council held a public hearing on June 14th, 2021, and considered public input on the proposed amendments to the Original Agreement; and

WHEREAS, Article X requires two readings of this Ordinance with a summary of this Ordinance being published within fifteen (15) days after the first reading; and

WHEREAS, the City has complied with the Charter’s and state law’s public hearing, reading and publication requirements and the City Council has determined that the public health, safety and welfare of the residents of Kaufman as well as the general public are best served by amending the Original Agreement to provide for updated rates for bulk pickup.

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

Section 1. Incorporation of Premises. The above and foregoing recitals are true and correct and are incorporated herein as findings of fact and made a part of this Ordinance.

Section 2. Amendment. In accordance with Article X of the Charter of the City of Kaufman, Texas, the First Amendment to the Contract for Collection of Solid Waste by and between the City of Kaufman and Republic Waste Services of Texas, Ltd. (the

“Amended Agreement”), a copy of which is attached hereto as **Exhibit “A”** and incorporated herein for all purposes, is hereby approved in form and substance for the public service of collection of residential and commercial solid waste in the City.

Section 3. Amended Collection Rates and Franchise Fee Adopted. The rates for collection of solid waste within the City, including without limitation the franchise fees set forth in the Amended Agreement, are hereby adopted as set out in the Amended Agreement, subject to adjustments as provided in the Amended Agreement, or as further provided by ordinance of the City.

Section 4. Execution of Agreement. The Mayor or his designee is authorized to execute the Amended Agreement on behalf of the City.

Section 5. Cumulative Repealer. This Ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City and shall not operate to repeal or affect any such other ordinances, except insofar as the provisions thereof are inconsistent or in conflict with the provisions hereof, and to the extent of such conflict, if any, such other ordinances are hereby repealed.

Section 6. Severability Clause. It is hereby declared by the City Council that if any of the sections, paragraphs, sentences, clauses, phrases, words, or provisions of this ordinance should be declared unconstitutional or otherwise invalid for any reason, such event shall not affect any remaining sections, paragraphs, sentences, clauses, phrases, words, or provisions of this ordinance.

Section 7. Effective Date. This Ordinance shall take effect thirty (30) days after its final reading in accordance with Article X “Utility and Public Service Franchises and Licenses” of the City Charter.

PASSED AND APPROVED this 15th day of June 2021.

PASSED AND ADOPTED this 28th day of July 2021.

JEFF JORDAN
MAYOR

ATTEST:

JESSIE HANKS
CITY SECRETARY

APPROVED AS TO FORM:

PATRICIA A. ADAMS
CITY ATTORNEY

EXHIBIT “A”

FIRST AMENDMENT TO CONTRACT FOR COLLECTION OF SOLID WASTE

THIS FIRST AMENDMENT to that contract entered into on or around October 27, 2020, ("Original Contract"), is made by and between the City of Kaufman, Texas, a home rule municipal corporation located at 209 S. Washington Street, Kaufman, Kaufman County, Texas, (hereinafter called "City"), and Republic Waste Services of Texas, Ltd., a Texas corporation located at 1450 E. Cleveland Street, Hutchins, Texas 75141, (hereinafter called "Contractor").

WHEREAS, the City and Contractor desire to enter into this First Amendment to amend the bulk waste regulations; and

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties that the Original Contract is amended as follows will all other provisions of the Original Contract not herein amended to remain in full force and effect:

Section 1 – Amendments

1.01. Paragraph 3, "Definitions", of the Original Agreement is hereby amended by amending the definitions of "Bulky Wastes", "Bundle", "Take All Service", and "Unusual Accumulation" to read as follows, with all other provisions of Paragraph 3 not herein amended to remain in full force and effect:

Bulky Wastes: All items too large for regular cart collection (maximum of 40 pounds), in or outside a container, limited to 3 cubic yards per week: furniture, lawn chairs or equipment, BBQ grills (excluding propane tanks), swing sets or forts, brush, tree trunk, and other Green Waste up to 4 feet long and 2 inches in diameter, carpet bundled and rolled (maximum of 40 pounds and 4 inch sections), furniture/doors, toilet/bathtub, garage cleanups, wood fences (without concrete or metal hardware including nails), washer/dryer, refrigerator/freezer (which have CFCs removed by a certified technician), oven/stove/hot water heaters, lawn mowers (without fuel), and scrap metal (bicycles, swing set, etc. - when separated from brush pile). Bulky Waste does not include Unacceptable Waste.

Bundle: Tree, shrub and brush trimmings or newspapers and magazines forming an easily handled pile not exceeding 4 feet in length, or 40 pounds in weight. Each pile shall be separated from other bulky wastes.

Take All Service: Refers to service level expected of Contractor for Solid Waste collection. Specifically, Contractor will dispose of Refuse items placed in the Polycart and Bulky items placed curbside. The exception will be Unacceptable Waste and Household Hazardous Waste. Bulky Waste and Bundle volumes in excess of three (3) aggregate cubic yards per collection are subject to price structure outlined in sections 11(a) and 11(e) and will be billed by the City.

Unusual Accumulation: Any amount of Bulky Waste or Bundles that exceeds an aggregate of three (3) cubic yards and is less than or equal to an aggregate of eight (8) cubic yards weekly service day for any Residential Unit.

1.02. Subparagraph A, "Residential Collection", of Paragraph 4, "Scope and Nature of Operation", of the Original Agreement is hereby amended to read as follows with all other provisions of Paragraph 4 not herein amended to remain in full force and effect:

4. Scope and Nature of Operation

A. Residential Collection:

1. Contractor shall provide curbside collection service for the collection of containerized residential refuse, and solid waste, to each residential unit at least one (1) time per week; provided, that such (i) residential refuse and solid waste materials are placed in Polycarts, and (ii) such Polycarts at curbside by 7:00 a.m. on the designated collection day. Further, Contractor shall provide City a copy of maps indicating the routes used in the collection of waste from all Residential Customers. The City has the right to request Contractor review and approve modification of routes, which approval shall not be unreasonably withheld. The weight of a Polycart and its contents shall not exceed 175 pounds.

2. Bundle and Bulky Wastes Collection: Contractor shall provide a weekly collection service for bulky wastes and/or bundles of brush or solid waste to all Residential Customers for up to a maximum aggregate of three (3) cubic yards per collection.

3. Unusual Accumulations Collection: Any waste in excess of three (3) cubic yards may be picked up by Contractor as an Unusual Accumulation and charged accordingly. The Contractor may charge for the collection of Unusual Accumulations, as provided for in the rate schedule included in **Section 11**, and Contractor will invoice the City accordingly.

1.03 Subparagraph A, "Residential Collection", of Paragraph 11, "Rates", of the Original Agreement is hereby amended to read as follows with all other provisions of Paragraph 11 not herein amended to remain in full force and effect:

A. RESIDENTIAL:

For the weekly manual solid waste collection, including up to three (3) aggregate cubic yards of Bulky Waste and Bundles, the Contractor shall charge (i) \$9.47 per month for each Residential Unit, plus (ii) \$4.05 per month for each additional Polycart utilized by such Residential Unit.

For the collection of Unusual Accumulations in accordance with Section 4.A.3 above, the Contractor shall charge \$12.50 per yard in excess of three (3) cubic yards but not more than eight (8) cubic yards of materials in accordance with the definitions hereof. For anything in excess of an aggregate of eight (8) cubic yards, the Contractor shall require a Special Collection in accordance with **Section 11(E)** hereof.

In the event that any Residential Unit requires the use of a temporary roll-off container, the Contractor shall charge \$400.00 per haul of each 20-cubic yard container, \$450.00 per haul of each 30-cubic yard container, and \$475.00 per haul of each 40-cubic yard container.

These rates apply to all Residential Units that are located within the City's corporate limits and billed by the City for water and sewer services.

Section 2 - Severability

In the event that any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be performed in accordance with applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision or portion of any Contract Document.

Section 3 – Venue

The Contractor shall comply with all Federal and State laws and City Ordinances and Codes applicable to the Contractor's operation under this Contract. The resulting specifications and the Contract therefrom shall be fully governed by the laws of the State of Texas, and shall be fully performable in Kaufman County, Texas, where exclusive venue for any proceeding arising hereunder will lie.

Section 4 – Effective Date

This First Amendment shall be effective as of the date listed below and shall remain in effect according to the same terms provided for in the Original Contract.

Executed this the _____ day of _____ 2021.

CITY OF KAUFMAN, TEXAS

Jeff Jordan, Mayor

ATTEST:

Jessie Hanks, City Secretary

APPROVED AS TO FORM:

Patricia Adams, City Attorney

Executed this the _____ day of _____ 2021.

CONTRACTOR

Scott Hempel, General Manager

THE STATE OF TEXAS §

THE COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared: Scott Hempel, General Manager of the corporation known as Republic Waste Services of Texas, Ltd., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said corporation, that he or she was duly authorized to perform the same by appropriate resolution of the board of directors of such corporation and that he or she executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

Executed on this the _____ day of _____, 2021.

Notary Public

Commission Expires: _____



Meeting
Date: 6/15/2021

Date: 6/9/2021

Item #: 6.

Dept.: Administration

Action Item

SUBJECT:

Consider and take appropriate action on an update to the 5 Year Capital Improvement Plan.

BACKGROUND:

The attached Capital Improvement Program (CIP) for Fiscal Year 2021 is a five-year plan designed to improve the City of Kaufman's infrastructure, facilities, parks and equipment. The plan is guided by the priorities of the current City Council and serves to maintain our infrastructure, construct quality community amenities, maintain a safe and desirable community, and do so in a financially sustainable manner.

This item would amend the current approved 5 Year CIP to include \$250,000 (noted as Item # 30 and highlighted in blue), to construct a secondary access into the Kaufman Sports Complex. The secondary access is a Public Safety priority because it would provide a needed second entry/exit point into the park in an emergency situation. This is especially important during our large special events such as the July 4th and OktoberFest events.

Staff is recommending that Street Impact Fees be used to fund this project if approved.

Author:

Mike Holder, Assistant City Manager

Reviewed:

Mike Slye, City Manager

Cost: \$250,000

Funds Available: Yes

Source: Street Impact Fees

Recommendation: Staff recommends approval of the updated 5-year Capital Improvement Plan.

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

5-YEAR CAPITAL IMPROVEMENT PROGRAM

		PRELIMINARY		FUNDING		FUNDING		FUNDING		FUNDING		FUNDING	
PROJECT	COST	2021	SOURCE	2022	SOURCE	2023	SOURCE	2024	SOURCE	2025	SOURCE	2026	SOURCE
STREET BOND PHASE II	\$ 4,437,064	\$ 937,064	8, 9, 19										
STORM DRAINAGE PROJECTS	\$ 7,320,000												
10TH/CLAY/AUSTIN STORM DRAINAGE		\$ 715,200	7	\$ 1,668,800	7								
HILLCREST REHAB		\$ 261,714	7	\$ 196,286	7								
MELODY CIRCLE		\$ 669,714	7	\$ 502,256	7								
PRISCILLA LANE		\$ 174,857	7	\$ 131,143	7								
WASHINGTON UTILITY LINE RELOCATE	\$ 2,500,000							\$ 2,500,000					
	\$ 1,500,000												
PUBLIC WORKS FACILITY	\$ 2,500,000									\$ 2,500,000			
STREET OVERLAY/REHAB (SALES TAX)		SUBTOTAL											
WINDSOR PARK STREET REHAB	\$ 212,515												
E. HICKORY	\$ 60,000	\$ 60,000	13										
ALTON ST	\$ 32,000	\$ 32,000	13										
S. JACKSON ST PHASE 1	\$ 90,000	\$ 90,000	13										
COLEMAN	\$ 31,000	\$ 31,000	13										
MONROE	\$ 96,000	\$ 96,000	13										
BLAIN	\$ 27,000	\$ 27,000	13										
HICKORY	\$ 64,000	\$ 400,000											
E. FIRST NORTH, WEST SECTION	\$ 85,162			\$ 85,162	13								
PRAIRIE CREEK ESTATES	\$ 140,000			\$ 140,000	13								
LANTZ & SECOND	\$ 25,520			\$ 25,520	13								
E. FIFTH	\$ 62,928			\$ 62,928	13								
E. SECOND NORTH	\$ 78,975			\$ 78,975	13								
W. SECOND NORTH	\$ 36,496	\$ 429,081		\$ 36,496	13								
E. FIRST NORTH, CENTRAL SECTION	\$ 72,000					\$ 72,000	13						
E. SEAGO	\$ 48,000					\$ 48,000	13						
S. WILSON	\$ 104,000					\$ 104,000	13						
KINGSFORT PARKWAY	\$ 30,000					\$ 30,000	13						
HARPER ST.	\$ 60,000					\$ 60,000	13						
BOW ST.	\$ 46,000					\$ 46,000	13						
S. MADISON	\$ 46,000	\$ 406,000				\$ 46,000	13						
S. DALLAS	\$ 180,000	\$ 180,000						\$ 180,000	13				
E. SOUTH	\$ 48,000									\$ 48,000	13		
SOUTH POINTE ELEVATED WATER TOWER	\$ 1,870,000					\$ 1,870,000	22						
SOUTH POINTE SPLASH PAD	\$ 500,000							\$ 300,000	22				
SOUTH POINTE INFRASTRUCTURE	\$ 14,296,300			\$ 7,296,300	22	\$ 7,000,000	22						
CIVIC CENTER	\$ 3,750,000	\$ 3,400,000	8										
CITY LAKES PARK BOAT DOCK GRANT	\$ 666,667					\$ 666,667	14						
CITY LAKES PARK FENCE	\$ 66,200	\$ 66,200	FY21 GF										
DISC GOLF COURSE	\$ 25,000			\$ 25,000	OPM								
HIKE & BIKE TRAIL & SOCCER IMPROVEMENTS	\$ 500,000			\$ 500,000	15								
GEORGETOWN PARK	\$ 1,500,000							\$ 1,500,000	17				
TABOR PARKWAY PHASE II	\$ 4,500,000	\$ 2,500,000	21	\$ 2,000,000	21								
STORM WATER HOLDING WALL EXTENSION	\$ 140,000		3										
AMI	\$ 1,200,000			\$ 1,600,000	WATER FUND								
EXISTING WATER TOWER REHAB x 2	\$ 500,000			\$ 900,000	CDBG/FB								
WWTP IMPROVEMENTS TOTAL	\$ 2,977,203												
MECHANICAL BAR SCREEN W/WASHER COMPACTOR		\$ 383,261	6										
GRIT REMOVAL - REPLACE EQUIP IN BASIN		\$ 162,511	6										
INFLUENT METER - NEW METERING MANHOLE		\$ 16,300	6										
NEW SECONDARY CLARIFIER		\$ 737,700	6										
NEW SECONDARY CLARIFIER EQUIPMENT		\$ 164,531	6										
ACC CHLORINATION/DECHLORINATION FACILITY		\$ 430,900	6										
YARD PIPING, INSTRUMENTATION, ELECTRIC, MISC		\$ 1,082,000	6										
SOFT COSTS		\$ 236,000	4										
SOFT COSTS		\$ 498,500	4										
175 SEWER LINE EXTENSION	\$ 105,000												
FIRE STATION REHAB/STORM DRAINAGE													
FIRE STATION REMODEL													
PARK IMPROVEMENTS													
NEW BASEBALL FIELD													
PARKING													
COVERED PAVILION (SOCCER)													
ADD'L ENTRY (BACK ENTRY)													
BASKETBALL COURT (SHANNON)													

TOTAL	\$ 63,290,330	\$ 12,772,452	\$ 28,465,166	\$ 9,942,667	\$ 7,870,000	\$ 2,638,000
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Meeting
Date: 6/15/2021

Date: 6/9/2021

Item #: 7.

Dept.: Administration

Action Item

SUBJECT:

Consider and take appropriate action on the construction of an emergency access road at the Kaufman Sports Complex and authorize the City Manager to execute necessary documents.

BACKGROUND:

This item is to construct a secondary access into the Kaufman Sports Complex. The secondary access is a Public Safety priority because it would provide a needed second entry/exit point into the park in an emergency situation. This is especially important during our large special events such as the July 4th and OktoberFest events.

Staff is recommending that Street Impact Fees be used to fund this project if approved.

Author:
Mike Slye, City Manager

Reviewed:
Mike Slye, City Manager

Cost: \$250,000

Funds Available: Yes

Source: Street Impact Fees

Recommendation: Staff recommends approval of the construction of an emergency access road at the Kaufman Sports Complex

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



Meeting
Date: 6/15/2021

Date: 6/3/2021

Item #: 8.

Dept.: Administration

Discussion Item

SUBJECT:

Discussion regarding the American Rescue Plan Act Funding Strategies.

BACKGROUND:

This item is to discuss the potential used for the American Rescue Plan Act Funding that has been allocated for the City.

Author:
Mike Slye, City Manager

Reviewed:
Mike Slye, City Manager

Cost:

Funds Available:

Source:

Recommendation: Staff is seeking direction from Council of the use of ARPA Funding.

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