



AGENDA
REGULAR CITY COUNCIL MEETING
MONDAY, JULY 26, 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**

WORK SESSION NOTE: A Work Session is used to explore matters of interest to one or more City Council Members or the City Manager for the purpose of giving staff direction into whether or not such matters should be placed on a future regular or special meeting of the Council for citizens input, City Council deliberation and formal City action. At a work session, the City Council generally receives informal and preliminary reports and information from City staff, officials, members of City committees, and the individual or organization proposing Council action, if invited by City Council or City Manager to participate in the session. Participation by individuals and members of organizations invited to speak ceases when the Mayor announces the session is being closed to public input. Although Work Sessions are public meetings, and citizens have a legal right to attend, they are not public hearings, so citizens are not allowed to participate in the session unless invited to do so by the Mayor. Any citizen may supply to the City Council, prior to the beginning of the session, a written report regarding the citizen's opinion on the matter being explored. Should the Council direct the matter be placed on a regular meeting agenda, the staff will generally prepare a final report defining the proposed action, which will be made available to all citizens prior to the regular meeting at which citizen input is sought. The purpose of this procedure is to allow citizens attending the regular meeting the opportunity to hear the views of their fellow citizens without having to attend two meetings.

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

1. Discuss and provide direction to staff regarding the Proposed Fiscal Year 2021-2022 Tax Rate Strategy.

ADJOURNMENT

REGULAR CITY COUNCIL MEETING

PLEDGE OF ALLEGIANCE

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

CITIZENS COMMENTS / REQUEST TO SPEAK ON AGENDA ITEMS (5 MINUTES) Comments about any of the Council agenda items may be taken into consideration at this time or during the agenda item. Comments are limited to five (5) minutes per individual unless additional time is otherwise required by law for translation. Speaking time is not transferable. Citizens may address the City Council on any subject but must first complete a Request to Speak Form so that the Mayor may call your name to speak at the appropriate time on the Agenda. Comments must be directed to the Council as a whole. **When addressing the Council, please step forward to the speaker's podium, state your name and address, and direct your comments to the Mayor and City Council.**

PROCLAMATION

2. National Health Center Week- August 8-14, 2021

CONSENT AGENDA

3. Consider and take appropriate action on the minutes from June 28, 2021, Regular City Council meeting.
4. Consider and take appropriate action regarding a contract between the City of Kaufman and CEIS for gateway signage; and authorizing the City Manager or his designee to execute the agreement and any necessary documents.
5. Second Reading: Consider and take appropriate action on Ordinance O-29-21, an ordinance of the City Council of the City of Kaufman, Texas, amending a franchise agreement for the collection and disposal of garbage, trash, brush and bulk in the City of Kaufman, Texas with Republic Services of Texas, Ltd., to provide for updated collection rates for bulk pickup; and providing an effective date.
6. Consider and take appropriate action on Resolution R-27-21, a resolution of the City Council of the City of Kaufman, Texas, authorizing the City Manager to enter into an agreement with the Texas Department of Transportation to temporarily close portions of Business SH 34 and

FM 1388 on Saturday, October 23, 2021 from 9:00 a.m. until 11:00 a.m. for the purpose of the 2021 Kaufman Oktoberfest Parade; and providing an effective date.

7. Consider and take appropriate action on Resolution R-26-21, a resolution of the City Council of the City of Kaufman, Texas, authorizing the City Manager to grant a special use permit for the consumption, possession, and sale of beer and wine by vendors duly licensed in accordance with state law for the Kaufman Oktoberfest; and providing an effective date.

END OF CONSENT AGENDA

PUBLIC HEARING

8. Conduct a public hearing and consider and take appropriate action on Ordinance O-33-21, an ordinance of the City Council of the City of Kaufman, Texas, annexing the hereinafter described property of approximately 111.47 acres, located at 3997 Farm to Market Road No. 1836 (PIDs 2195, 2196, and 2197), situated in the Thomas Beedy Survey, Abstract 21, into the City of Kaufman, Kaufman County, Texas and extending the boundary limits of said City so as to include the described property within the City limits; granting to all the inhabitants of the Property all the rights and privileges of other citizens and binding the inhabitants by all of the ordinances, resolutions, acts and regulations of the City; adopting a written services agreement; providing instructions for correcting the official map and boundaries of said City; and providing an effective date. (Case No. A-05-21)

DISCUSSION/ACTION ITEMS

9. Consider and take appropriate action on Ordinance O-34-21, an ordinance of the City Council of the City of Kaufman, Texas, approving the execution of a quitclaim deed to Jess and Janice Murrell for a portion of a tract of land adjacent to 112 North Washington Street (PID 28477); authorizing the Mayor to execute the deed and any necessary documents; and providing an effective date.
10. Consider and take appropriate action on the Storm Drainage Project at Shannon Park.

ANNOUNCEMENTS AND REPORTS FROM CITY MANAGER

11. Receive an update and discussion regarding the following:
 - a. Budget Workshop - August 10
 - b. Discussion Items Report (DIR)

- c. STAR Transit Ridership Report- June 2021
- d. Careflite Compliance Report- June 2021
- e. Fire Department Monthly Report- June 2021
- f. Police Department Monthly Report- June 2021
- g. Development Services Monthly Report- June 2021
- h. Monthly Calendars Attached

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, JULY 23, 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](https://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.



Meeting
Date: 7/26/2021

Date: 7/22/2021

Item #: 1.

Dept.: Administration

Discussion Item

SUBJECT:

Discuss and provide direction to staff regarding the Proposed Fiscal Year 2021-2022 Tax Rate Strategy.

BACKGROUND:

Author:

Reviewed:

Mike Slye, City Manager

Cost:

Funds Available:

Source:

Recommendation:

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



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

WHEREAS, for over 50 years, Community Health Centers have provided high-quality, affordable, comprehensive primary and preventive health care in our nation's underserved communities, delivering value to, and having a significant impact on America's health care system; and

WHEREAS, as the country's largest primary care network, Community Health Centers are the health care home for 30 million Americans in over 14,000 communities across the nation. One in every twelve people in the United States gets their care in a Community Health Center; and

WHEREAS, Community Health Centers are a critical element of the health system, serving both rural and urban communities, and often providing the only accessible and dependable source of primary care in their communities; and

WHEREAS, every day, Community Health Centers develop new approaches to integrating a wide range of services beyond primary care, including oral health, behavioral health, and pharmacy services, to meet the needs and challenges of their communities; and

WHEREAS, Community Health Centers are governed by patient-majority boards, ensuring that the patients of each health center are engaged in their own health care decisions; and

WHEREAS, Community Health Centers are locally owned and operated small businesses that serve as critical economic engines, helping to power local economies by generating \$63.4 billion in economic activity in some of the country's most economically-deprived communities; and

WHEREAS, Community Health Centers reduce overall costs of care by helping manage patients' chronic conditions, which keeps them out of costlier health care settings like hospital emergency rooms; and

WHEREAS, Community Health Centers are on the front lines of emerging health care crises, providing access to care for our nation's veterans, addressing the opioid epidemic, and responding to public health threats, including COVID-19; and

WHEREAS, During National Health Center Week, we celebrate the legacy of America's Community Health Centers, and their vital role in shaping the past, present, and future of America's health care system.

NOW, THEREFORE, I, Jeff Jordan, Mayor of the City of Kaufman, do hereby proclaim the week of August 8-14, 2021 as:

National Health Center Week

IN WHITNESS WHEREOF, I have set my hand and caused the Seal of the City to be affixed this 26th day of July, 2021.

Jeff Jordan, Mayor, City of Kaufman



Meeting
Date: 7/26/2021

Date: 7/6/2021

Item #: 3.

Dept.: Administration

Consent Agenda

SUBJECT:

Consider and take appropriate action on the minutes from June 28, 2021, Regular City Council meeting.

BACKGROUND:

Author:

Reviewed:
Mike Slye, City Manager

Cost:

Funds Available:

Source:

Recommendation:

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



**MINUTES OF THE
CITY COUNCIL MEETING
MONDAY, JUNE 28, 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 6:00 PM. Councilmembers present were Patty Patterson, Barry Ratcliffe, Jeff Council, Jeff Jordan, and Carole Aga. Mayor Jordan declared a quorum present. Councilmember Matt Phillips was absent. Councilmember Parker joined the meeting at 6:03 PM. Also present were City Manager Mike Slye, Assistant City Manager Mike Holder, City Attorney Emily Bowlin, City Secretary Jessie Hanks, Finance Director Mary Wennerstrom, Development Services Marcy Ratcliff, Police Chief Dana Whitaker, and Police Captain Les Edwards.

CITIZENS COMMENTS / REQUEST TO SPEAK ON AGENDA ITEMS (5 MINUTES) Comments about any of the Council agenda items may be taken into consideration at this time or during the agenda item. Comments are limited to five (5) minutes per individual unless additional time is otherwise required by law for translation. Speaking time is not transferable. Citizens may address the City Council on any subject but must first complete a Request to Speak Form so that the Mayor may call your name to speak at the appropriate time on the Agenda. Comments must be directed to the Council as a whole. **When addressing the Council, please step forward to the speaker's podium, state your name and address, and direct your comments to the Mayor and City Council.**

Chief Whitaker introduced the three new police cadets to the Council.

PROCLAMATION

1. "King", Kaufman Mascot

Mayor Jordan read the proclamation and introduced "King" to the citizens of Kaufman.

CONSENT AGENDA

2. Consider and take appropriate action on the minutes from the May 24, 2021, Regular City Council meeting, and the June 15, 2021, Special City Council meeting.
3. Consider and take appropriate action on the ratification of the City of Kaufman's membership to the National League of Cities (NLC).
4. Consider and take appropriate action to authorize the City Manager to use the Assigned Fund Balance that was set aside in FY 2020-2021 for the construction of the Emergency Access

Road for the Sports Complex and Hazard Pay for the staff

5. Consider and take appropriate action on Resolution R-25-21, a resolution of the City of Kaufman, Texas, supporting implementation of the U.S. Department of Justice Comprehensive Body-Worn Camera Policy and Implementation Program; authorizing the chief of police to apply for a related program grant to fund the purchase of body-worn cameras for the Kaufman Police Department; providing that if the City of Kaufman receives the program grant, the city will match the grant amount for the purchase of body-worn cameras; providing for the incorporation of premises; and providing an effective date.
6. Consider and take appropriate action on Resolution R-23-21, a resolution of the City Council of the City of Kaufman, Texas, approving the annual review of the City of Kaufman's Investment Policy pursuant to the Public Funds Investment Act; approving the adoption of an amended City of Kaufman Investment Policy; providing for the incorporation of premises; and providing for an effective date.

Councilmember Aga made a motion to approve Consent agenda items 2-6 as presented. The motion was seconded by Councilmember Council and passed 6/0.

END OF CONSENT AGENDA

PUBLIC HEARING

8. Hold a public hearing, consider and take appropriate action on Ordinance O-31-21, an Ordinance of the City Council of the City of Kaufman, Texas, amending the City of Kaufman Comprehensive Zoning Ordinance and the official Zoning Map, Ordinance No. O-02-07, as amended, and Chapter 118, "Zoning", of the City of Kaufman's Code of Ordinances to approve a request by Jason Warren of Kaufman Lumber to rezone 5.192-acres from Agriculture-Open (A-O) to Commercial (C). The property is generally located at 3222 East Highway 175 (PID# 382) in the Charles Askins Survey, Abstract No. 2, Kaufman County, Kaufman, TX. (Case No. Z-13-21)

- a. Presentation.

Ms. Ratcliff informed Council about the request by Jason Warren is to rezone 5.192-acres from Agriculture-Open District to Commercial (C). She explained the purpose of the request is so the applicant can add retail propane gas sales as an accessory use to the retail lumber sales currently at the place of business.

- b. PUBLIC HEARING

Mayor Jordan opened the Public Hearing at 6:09 PM

There being no speakers present, Mayor Jordan closed the Public Hearing at 6:09 PM

- c. Consider and take appropriate action on Ordinance O-31-21.

Councilmember Aga made a motion to approve ordinance O-31-21 as presented. The motion was seconded by Mayor Pro-Tem Patterson and passed 6/0.

14. Consider and take appropriate action on Resolution R-24-21, a resolution of the City Council of the City of Kaufman, Texas, approving the design for Shannon Park and releasing Assigned Fund Balance for park improvements to funding this project.

Mr. Slye presented the concept plan for the park improvements and drainage project for Shannon Park. The probable cost estimate, various park elements, and the next steps were discussed.

Mayor Pro-Tem Patterson made a motion to approve Resolution R-24-21 as presented. The motion was seconded by Councilmember Parker and passed 6/0.

7. Hold a public hearing, consider and take appropriate action on Ordinance O-30-21, an Ordinance of the City Council of the City of Kaufman, Texas, amending the City of Kaufman Comprehensive Zoning Ordinance, Ordinance No. O-02-07, as amended, and Chapter 118, "Zoning", of the City of Kaufman's Code of Ordinances, to permit "Pet Shop With No Grooming" as a permitted use only when a specific use permit is approved and only in the the Central Business District (CBD) Zoning District by amending Chart 6, "Retail and Service Uses" of Section 33.4, "Use Charts" of Section 33, "Use Regulations"; providing for a penalty; providing for publication and effective date. (Case No. Z-12-21)

- a. Presentation.

Ms. Ratcliff presented the request to amend the Zoning Ordinance to all for a pet shop with no grooming by a Specific Use Permit.

- b. PUBLIC HEARING

Mayor Jordan opened the public hearing at 6:19 PM

Phillip London, 1131 VZ CR 2317, Canton, Texas, introduced himself to the Council and reviewed his plans for the proposed pet shop.

There were discussions about what kind of businesses the Council wants in the Central Business District, the effects of allowing Pet shops in the district, and the improvements that have been made downtown.

There being no other speakers, Mayor Jordan closed the public hearing at 6:32 PM.

- c. Consider and take appropriate action on Ordinance O-30-21.

There was no motion therefore the Ordinance fails due to lack of motion.

12. Consider and take appropriate action on Resolution R-22-21, a resolution of the City Council

of the City of Kaufman, Texas granting a petition requesting annexation the by the Landowner, Thorntree Ventures, LLC, of approximately 111.47-acres of land located at 3397 Farm to Market Road No. 1836 (PIDs 2195, 2196, & 2197); 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-05-21)

Ms. Ratcliff presented the proposed annexation for the purpose of developing a single family residential neighborhood.

Councilmember Council made a motion to approve Resolution R-22-21 as presented. the motion was seconded by Councilmember Ratcliffe and passed 6/0.

9. Hold a public hearing, consider and take appropriate action on Ordinance O-32-21, an Ordinance of the City Council of the City of Kaufman, Texas, amending Ordinance No. O-02-07, as amended, and Chapter 118, "Zoning", of the Code of Ordinances, to delete commercial accessory buildings in the Central Business District (CBD by amending Chart 3, "Accessory and Incidental Uses", of subsection 33.4, "Use Charts", of Section 33, "Use Regulations"; providing for a penalty; providing for publication and effective date. (Case No. Z-10-21)

- a. Presentation

Ms. Ratcliff outlined the request to remove the use of accessory building in the Central Business District.

- b. PUBLIC HEARING

Mayor Jordan opened the public hearing at 6:41 PM

There being no other speakers, Mayor Jordan closed the public hearing at 6:42 PM

- c. Consider and take appropriate action on Ordinance O-32-21.

Councilmember Ratcliffe made a motion to approve Ordinance O-32-21 as presented. The motion was seconded by Councilmember Parker and passed 6/0.

DISCUSSION/ACTION ITEMS

10. Consider and take appropriate action on the Preliminary Plat of Lot 1, Block 1, Kelly Addition. The 1.264-acre tract (PID# 5365) is generally located 2212 Tabor Parkway (AKA CR 151). The property is zoned Commercial. (Case No. PP-02-21)

Ms. Ratcliff informed Council the applicant requested the withdraw the application for the Preliminary Plat.

Councilmember Aga made a motion to approve the withdrawal of the application for the Preliminary Plat. The motion was seconded by Councilmember Parker and passed 6/0.

11. Consider and take appropriate action on the Site Plan of proposed plat of Lot 1, Block 1, Kelly Addition for the development of three commercial, retail and/or office use buildings. The 1.264-acre tract (PID# 5365) is generally located 2212 Tabor Parkway (AKA CR 151). The property is zoned Commercial. (Case No. SP-01-21)

Ms. Ratcliff informed Council the applicant requested the withdraw the application for the Site Plan.

Mayor Pro-Tem Patterson made a motion to approve the withdrawal of the application for the Site Plan. The motion was seconded by Councilmember Council and passed 6/0.

13. 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.

Mr. Slye informed Council the updated rate schedule has been provided in the Ordinance and includes the changes that were presented at the May 24th City Council meeting by Republic.

Councilmember Council made a motion to approve Ordinance O-29-21 as presented. The motion was seconded by Councilmember Aga and passed 6/0.

15. Consider and take appropriate action on the annual mosquito spraying program.

Mr. Slye informed Council about the requests staff had been receiving to spray for mosquitoes. There were discussions about the effectiveness of mosquito spraying, and other methods to decrease the number of mosquitos.

Mayor Jordan made a motion to approve the spray of the parks but to not continue spraying of residential streets. The motion was seconded by Mayor Pro-Tem Patterson and passed 6/0.

APPOINTMENTS

16. Consider and take appropriate action on the appointment of one (1) member to the Parks and Recreation Board for a two (2) year term to expire March 2023.

Mayor Jordan made a motion to appoint Sergio Castaneda to the Parks and Recreation Board for a two (2) year term to expire March 2023. the motion was seconded by Councilmember Council and passed 6/0.

ANNOUNCEMENTS AND REPORTS FROM CITY MANAGER

17. Receive an update and discussion regarding the following:
 - a. Red, White & BOOM Update
 - b. Budget Workshop- August 2
 - c. Discussion Items Report (DIR)
 - d. STAR Transit Ridership Report- May 2021
 - e. Careflite Compliance Report- May 2021
 - f. Fire Department Monthly Report- May 2021
 - g. Police Department Monthly Report- May 2021
 - h. Monthly Calendars Attached

Mr. Slye updated Council on the above stated items.

EXECUTIVE SESSION

Mayor Jordan adjourned into executive session at 7:04 PM.

18. The City Council will recess into Executive Session pursuant to Texas Government Code for an executive session regarding the following:
 - a. § 551.071(2): Consultation with Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act re: parking violations

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

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

Mayor Jordan reconvened the open session at 7:11 PM. There was no action to be taken.

ADJOURNMENT

There being no further business, Mayor Jordan adjourned the meeting at 7:12 PM.

JEFF JORDAN
MAYOR

ATTEST:

JESSIE HANKS
CITY SECRETARY



Meeting
Date: 7/26/2021

Date: 5/4/2021

Item #: 4.

Dept.: Administration

Consent Agenda

SUBJECT:

Consider and take appropriate action regarding a contract between the City of Kaufman and CEIS for gateway signage; and authorizing the City Manager or his designee to execute the agreement and any necessary documents.

BACKGROUND:

The City has the opportunity to enter into a contract with CEIS for the construction of digital monument signs on City property. The signs will be at no cost to the City and CEIS will dedicate an agreed upon percentage of time (10%) for City messaging. Time not allotted to the City will be offered to businesses for commercial advertising with proceeds going to CEIS. In addition, the City will have the ability to place emergency messages on the signs in real time.

CEIS will design, construct and maintain the signs at no cost to the City. The first sign will be constructed at the corner of S. Washington Street and Tabor Parkway (Old Kemp Highway) within 18 months of the execution of the contract. CEIS may construct up to three (3) additional signs on other roads within the City. The sign face shall not exceed 200 square feet on non-freeway roads and 672 square feet on freeway roads. Sign structures on non-freeway roads shall not exceed twenty-five (25) feet in height and shall not exceed sixty (60) feet in height on freeway roads.

CEIS shall have exclusive right to construct, operate and maintain the signs for a ten (10) year period and may be renewed for two (2) additional ten (10) year terms with approval of both parties.

Author:
Mike Holder, Assistant City Manager

Reviewed:
Mike Slye, City Manager

Cost:

Funds Available:

Source:

Recommendation: Staff recommends approval of a contract with CEIS as presented.

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

OPERATING AGREEMENT

THIS OPERATING AGREEMENT, (“Agreement”), is entered into by and between the City of Kaufman, Texas, a home rule municipal corporation operating under the laws of the State of Texas and its home rule charter, (“City”), and CEIS, LLC, a Texas Limited Liability Company, (“CEIS”), each referred to as a “Party” and collectively the “Parties” herein.

RECITALS

WHEREAS, City recognizes the need for gateway signage within the City to communicate information of interest to residents, including Amber Alerts and other emergency public safety messages;

WHEREAS, CEIS desires to operate gateway signs within the City for such purposes; and

WHEREAS, the Parties mutually desire to enter into this Agreement to leverage their strengths and meet their goals.

THEREFORE, in light of the foregoing and based upon the exchange of valuable consideration by and between the Parties to this Agreement, the Parties hereby agree as follows:

At its own expense, CEIS shall take all reasonably necessary steps to construct one (1) gateway sign at the corner of S. Washington St. and Old Kemp Highway within the corporate limits of the City, at a specific location subject to the City’s written approval, and pursuant to a site plan agreed upon in writing by the Parties that includes requirements related to landscaping, lighting, and engineering of the sign. CEIS shall complete construction of the first gateway sign pursuant to this Agreement within 18 (eighteen) months from the date of execution of this Agreement. If CEIS fails to complete construction of the first sign within 18 (eighteen) months, the City may terminate this Agreement with sixty (60) days written notice to CEIS.

Additionally, CEIS may construct up to three (3) additional gateway signs on other roads and locations within the corporate limits of the City, as agreed upon in writing by the Parties, subject to mutually agreed upon site plans for each sign approved in writing by the City.

The gateway signs shall comply with all City ordinances and regulations, including without limitation the City’s sign ordinance, zoning ordinance, subdivision regulations and applicable adopted Codes, and shall possess the following minimum characteristics:

- Each sign shall include a static and permanent portion of the sign face that displays the message “Welcome to the City of Kaufman” or other similar branding as required by City; and
- Each sign face may utilize electronic LED-type technology at the discretion of CEIS and at CEIS’ expense; and
- Changeable sign face display area shall not exceed 200 square feet on non-freeway roads and 672 square feet on freeway roads; and

- Sign structures on non-freeway roads shall not exceed twenty-five (25) feet in height as measured from grade or road grade, whichever is greater. Sign structures on freeway roads shall not exceed sixty (60) feet in height as measured from grade or road grade, whichever is greater.

All costs, expenses, and liabilities incurred in conjunction with the construction of the gateway signs, including the installation of mutually agreeable landscaping surrounding the signs, shall be paid entirely by CEIS who shall remain the owner of the signs at all times.

Subject to the approval and execution of a right of way agreement, license agreement, or other written instrument of City providing the authorization for CEIS to locate its signage upon City owned or controlled property and/or CEIS securing a sign lease upon private property located within the City, each in accordance with the terms of this Agreement, the City grants to CEIS the exclusive right for a term of ten (10) years to construct, operate and maintain the signs authorized by this Agreement. During this ten (10)-year term, CEIS shall be responsible for operating and maintaining the signs. All costs associated with the operation of the signs during the 10-year term shall be paid by CEIS. This Agreement may be renewed by agreement of the Parties for two (2) additional terms of ten (10) years.

CEIS agrees to operate the gateway signs in accordance with the following conditions:

- All portions and components of the signs shall be kept in working order and in an attractive and well-maintained state consistent with the requirements of applicable City ordinances and regulations; however, all landscaping surrounding any sign on City property shall be maintained by the City; and
- City shall waive any fees or charges associated with obtaining permits such as zoning, building or electrical; and
- If City supplied power is accessible to sign, such as traffic, streetlights or other, CEIS, at its sole cost and expense, shall have the option to tap into City power so long as CEIS timely reimburses City for its usage. If CEIS fails to reimburse City for such usage, the City may terminate this Agreement with sixty (60) days written notice to CEIS provided overdue power costs are not reimbursed to City by CEIS within thirty (30) days of mailing of the notice; and
- Any electronic messages on the signs shall change no more frequently than every six (6) seconds, with message changes being accomplished in two (2) seconds or less.

In consideration for City's agreement to allow the signage in accordance with the terms of this Agreement, each month during the term of this Agreement, CEIS shall donate, at no cost to the City, at least ten (10%) percent of the available space in the signs' advertising rotation for messages of the City's choosing.

The City shall be allowed the following for the entire tenure of CEIS' operation of the signs; provided however, that the City cannot receive any type of compensation, either monetarily or through barter for use of City's message slots:

- At no cost to the City, CEIS shall reasonably assist the City in designing up to six (6) digital images each calendar year per sign location for use as the City's messages on the signs; and
- CEIS shall display requested emergency notifications on the signs which shall be made available as soon as possible after receiving notice from any City law enforcement agency for display of emergency public safety messages, to include Amber Alerts for missing children or persons, pandemic information, disaster evacuation guidance, or other emergency situations. Such messages shall be promptly included in the advertising rotation and shall remain in effect for twenty-four (24) hours after initial display or such lesser time as requested by law enforcement; and
- CEIS agrees not to display or contract with third parties to display or contain foul language or other indecent or obscene material nor advertise any adult-oriented material, tobacco products, liquor brands, medical and recreational cannabis or dispensaries selling the same (excluding CBD products), or political messaging. The City shall not otherwise restrict the content of the signs, which may advertise nonprofit/charitable causes, commercial messages, governmental and non-commercial messages, and other copy of CEIS' choosing.

The City agrees not to erect or allow any signs, buildings, structures, or blockages of any kind which will obstruct or hinder the sign's visibility to motorists or obstruct CEIS' ingress or egress to the signs. In the event that City-controlled trees or vegetation grow to visually obscure or obstruct access to the signs, CEIS shall notify City of such obstruction and upon City approval of a remediation plan, CEIS is authorized to trim or remove such new growth at its own expense in accordance with the approved remediation plan.

INDEMNITY.

CEIS DOES HEREBY AGREE TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY AND HOLD HARMLESS CITY AND ALL OF ITS OFFICERS, OFFICIALS, AGENTS, AND EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS, LOSSES, DAMAGES, ATTORNEY'S FEES, INCLUDING ALL EXPENSES OF LITIGATION OR SETTLEMENT, OR CAUSES OF ACTION WHICH MAY ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT, OCCASIONED BY ERROR, OMISSION, OR NEGLIGENT ACT OF CEIS AND ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, OR OTHER PERSON FOR WHOM IT IS LEGALLY LIABLE, WITH REGARD TO THE PERFORMANCE OF THIS AGREEMENT.

CEIS shall obtain and keep in full force and effect at all times during the term of this agreement, a policy of general liability insurance, with an insurer satisfactory to the City, for the protection of the Parties against liability arising out of or related to the signs or their operations. The liability limits of the policy shall be a general liability insurance policy in the amount of at least \$3,000,000. This policy shall name the City, its officials, officers, employees, contractors,

agents and representatives as an additional insured and shall provide a waiver of subrogation in favor of the City.

In the event that any signs are taken by eminent domain, the affected sign shall be relocated to a location of comparable or better traffic as agreed upon by the Parties. Moreover, if any signs are damaged by any circumstance, CEIS shall be permitted to repair the damage at CEIS's sole cost and expense in accordance with the terms of this Agreement.

CEIS shall be entitled to replace the electronic faces due to wear or to upgrade them with newer technology so long as the height and size of the signs' faces are not increased and so long as the signs continue to comply with the terms of this Agreement and applicable City Ordinances and regulations, except that electronic, changeable message sign face technology shall become a permitted non-conforming (grandfathered) use if an amendment to the City ordinances preclude their legal use in the future throughout the term of this agreement or its renewal.

During the term of this Agreement, should the use of one or more of the signs be prohibited, limited, restricted, or blocked in any manner that CEIS determines to be an economic hardship, CEIS, at CEIS' option, may terminate this Agreement by giving the City sixty (60) days' notice in writing of its election to do so and shall remove such signs and return the property where the signs were located to the same or better condition than when the signs were originally placed.

The parties to this Agreement agree and covenant that this Agreement will be enforceable in Kaufman, Texas; and that if legal action is necessary to enforce this Agreement, exclusive venue will lie in Kaufman County, Texas.

It is understood and agreed that City, through the execution of this Agreement, does not waive or surrender any of its governmental powers or immunities.

This Agreement cannot be orally amended or modified. Any modification or amendment hereof must be in writing and signed by the Party to be charged.

These terms shall be binding on all successors or assigns of CEIS. This Agreement shall not be assigned by CEIS to an outdoor advertising company without equal or more years of outdoor advertising experience without the express written consent of City, of which consent shall not be unreasonably withheld; however, CEIS may assign or use as collateral all or a portion of the revenue stream that it receives as a result of the signs without the consent of City.

The Parties further agree that: (i) this instrument may be executed in separate counterparts and shall become effective when such separate counterparts have been executed by the parties; (ii) no presumption against or in favor of any person or Party shall apply due to the drafting of this document; (iii) this Agreement constitutes the entire agreement between the Parties and this Agreement shall not be modified by either Party by oral representation made before or after the execution of this Agreement; and (iv) all modifications of this Agreement must be in writing and signed by the Parties.

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this Agreement 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 Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

This Agreement embodies the complete agreement of the Parties hereto superseding all oral or written previous and contemporary agreements between the Parties relating to matters herein and, except as otherwise provided herein, cannot be modified without written agreement of the parties.

The Parties acknowledge that the terms of this Agreement have been read, that its provisions are fully understood, that it has been approved by each of them, and that same has been fully signed by them as their free act, by individuals who have the requisite authority to do so, and shall be binding upon all Parties upon execution.

REVIEWED, APPROVED, AND ACCEPTED BY:

DATED: _____, 2021. By: _____
On Behalf of City of Kaufman, Texas

Its: _____

REVIEWED, APPROVED, AND ACCEPTED BY:

DATED: _____, 2021. By: _____
On Behalf of CEIS, LLC, a Texas limited liability company

Its: _____



Meeting
Date: 7/26/2021

Date: 7/6/2021

Item #: 5.

Dept.: Administration

Consent Agenda

SUBJECT:

Second Reading: Consider and take appropriate action on Ordinance O-29-21, an ordinance of the City Council of the City of Kaufman, Texas, amending a franchise agreement for the collection and disposal of garbage, trash, brush and bulk in the City of Kaufman, Texas with Republic Services of Texas, Ltd., to provide for updated collection rates for bulk pickup; and providing an effective date.

BACKGROUND:

This is the second reading for the proposed amendments to the Solid Waste Contract with Republic Services.

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. dba Republic Services of Dallas, 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 Subparagraphs A, "Residential", and B, "Commercial", 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.

B. COMMERCIAL:

For the weekly manual or automated solid waste collection, the Contractor shall charge (i) \$15.95 per month for each Commercial or Industrial Unit utilizing one (1) Polycart, (ii) \$31.90 per month for each Commercial or Industrial Unit utilizing two (2) Polycarts, or (iii) \$47.85 for each Commercial or Industrial Unit utilizing three (3) Polycarts.

For the solid waste collection services to Commercial or Industrial Units requiring the use of front-load containers, the Contractor shall charge per month for each container utilized, the following rates (extra-lifts will be charged per container, per extra lift):

Size	Lifts per week- Monthly service rates						Extra-lifts
	1	2	3	4	5	6	
2 cubic yard	\$ 71.66	\$ 130.58					\$56.79
3 cubic yard	\$ 89.17	\$ 156.06					\$59.76
4 cubic yard	\$ 105.10	\$ 183.13					\$62.76
6 cubic yard	\$ 130.58	\$ 234.09	\$ 361.57	\$ 471.30			\$67.26
8 cubic yard	\$ 157.65	\$ 286.64	\$ 444.38	\$ 526.02			\$71.73

The foregoing rates apply to all Commercial and Industrial Units that are located within the City's corporate limits and billed by the City for water and sewer services and do not include the License Fees, which may be added by Contractor to the rates above.

Contractor shall charge \$1.54 per collection for containers with gates or enclosures.

Contractor shall charge the following rates for each Commercial Hand-Collect Unit:

	1x/week	2x/week
One cart	\$17.55	\$27.91
Two carts	\$35.10	\$55.82
Three carts	\$52.65	\$83.73

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 Services of Dallas, LLC 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: 7/26/2021

Date: 7/21/2021

Item #: 6.

Dept.: Administration

Resolution

SUBJECT:

Consider and take appropriate action on Resolution R-27-21, a resolution of the City Council of the City of Kaufman, Texas, authorizing the City Manager to enter into an agreement with the Texas Department of Transportation to temporarily close portions of Business SH 34 and FM 1388 on Saturday, October 23, 2021 from 9:00 a.m. until 11:00 a.m. for the purpose of the 2021 Kaufman Oktoberfest Parade; and providing an effective date.

BACKGROUND:

This item is to request the closure of Washington and E Fair Street for the purpose of having the Kaufman Oktoberfest Parade.

Author:
Jessie Hanks, City Secretary

Reviewed:
Mike Slye, City Manager

Cost:

Funds Available:

Source:

Recommendation: Staff recommends approval of Resolution R-27-21 as presented.

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

RESOLUTION R-27-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KAUFMAN, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION TO TEMPORARILY CLOSE PORTIONS OF BUSINESS SH 34 AND EAST FAIR STREET ON SATURDAY, OCTOBER 23, 2021 FROM 9:00 A.M. UNTIL 11:00 A.M. FOR THE PURPOSE OF THE KAUFMAN OKTOBERFEST PARADE; PROVIDING FOR THE INCORPORATION OF PREMISES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to formally enter into an agreement with the Texas Department of Transportation to temporarily close portions of SH-34 (one-way traffic operation around the Kaufman County Courthouse, Washington Street) and East Fair Street in Kaufman for the Kaufman Oktoberfest Parade; and

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

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

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

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

SECTION 2. The City Council does hereby authorize the City Manager to enter into an agreement with the Texas Department of Transportation for the temporary closure of portions of SH 34 (one-way traffic operation around the Kaufman County Courthouse, Washington Street) and East Fair Street in Kaufman, Kaufman County, on Saturday, October 23, 2021, for the Oktoberfest Parade. The Agreement is attached hereto as Exhibit "A" and incorporated herein for all purposes.

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

PASSED AND APPROVED on this the 26th day of July, 2021.

JEFF JORDAN
MAYOR

ATTEST:

**JESSIE HANKS
CITY SECRETARY**

APPROVED AS TO FORM:

**PATRICIA ADAMS
CITY ATTORNEY**

Exhibit A



Meeting
Date: 7/26/2021

Date: 7/21/2021

Item #: 7.

Dept.: Administration

Resolution

SUBJECT:

Consider and take appropriate action on Resolution R-26-21, a resolution of the City Council of the City of Kaufman, Texas, authorizing the City Manager to grant a special use permit for the consumption, possession, and sale of beer and wine by vendors duly licensed in accordance with state law for the Kaufman Oktoberfest; and providing an effective date.

BACKGROUND:

This resolution is for the purpose of allowing alcohol consumption, possession, and sale of beer and wine for the Kaufman Oktoberfest. The Code of Ordinance allows the City Manager to grant a Special Use Permit for beer and wine at City Sponsored events.

The schedule of event would be to have the parade at 9:00 a.m. After the parade, there would be a market with craft and food vendors at the Sports Complex to include a kid zone, music, dance groups, beer tent, weenie dog races and more.

Author:
Jessie Hanks, City Secretary

Reviewed:
Mike Slye, City Manager

Cost:

Funds Available:

Source:

Recommendation: Staff recommends approval of Resolution R-26-21 as presented.

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

RESOLUTION R-26-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KAUFMAN, TEXAS, AUTHORIZING THE CITY MANAGER TO GRANT A SPECIAL USE PERMIT FOR THE CONSUMPTION, POSSESSION, AND SALE OF BEER AND WINE BY VENDORS DULY LICENSED IN ACCORDANCE WITH STATE LAW FOR THE 2021 KAUFMAN OKTOBERFEST; PROVIDING FOR THE INCORPORATION OF PREMISES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to allow alcohol sales at the Kaufman Sports Complex on October 23, 2021 for the annual Oktoberfest event; and

WHEREAS, Chapter 10, Article II, Section 10-36 of the City of Kaufman's Code of Ordinances gives the City Manager such authority to grant a special use permit for a City sponsored special event; and

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

WHEREAS, this annual event serves a public purpose to the City of Kaufman, its citizens and visitors of the City;

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

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

SECTION 2. The City Council does hereby authorize the City Manager to grant a special use permit for the consumption, possession, and sale of beer and wine by vendors duly licensed in accordance with state law for the 2021 Kaufman Oktoberfest.

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

PASSED AND APPROVED on this the 26th day of July, 2021.

JEFF JORDAN
MAYOR

ATTEST:

JESSIE HANKS
CITY SECRETARY

APPROVED AS TO FORM:

**PATRICIA ADAMS
CITY ATTORNEY**



Meeting
Date: 7/26/2021

Date: 7/13/2021

Item #: 8.

Dept.: Development
Services

Ordinance

SUBJECT:

Conduct a public hearing and consider and take appropriate action on Ordinance O-33-21, an ordinance of the City Council of the City of Kaufman, Texas, annexing the hereinafter described property of approximately 111.47 acres, located at 3997 Farm to Market Road No. 1836 (PIDs 2195, 2196, and 2197), situated in the Thomas Beedy Survey, Abstract 21, into the City of Kaufman, Kaufman County, Texas and extending the boundary limits of said City so as to include the described property within the City limits; granting to all the inhabitants of the Property all the rights and privileges of other citizens and binding the inhabitants by all of the ordinances, resolutions, acts and regulations of the City; adopting a written services agreement; providing instructions for correcting the official map and boundaries of said City; and providing an effective date. (Case No. A-05-21)

BACKGROUND:

The City of Kaufman received a request for voluntary annexation of approximately 111.47 acres located at 3997 FM 1836. The property is currently developed with a single family residence, several barns and the remaining property is used agriculturally. Mr. Jones will be submitting a zoning request for a Planned Development for a phased single family residential development of approximately 300 lots with some amenities. The lot sizes range from a 1/4 acre to 1/5 acre. for the purpose of developing a single family subdivision of an estimated 300 lots. The proposed house prices range from \$350,000 to \$400,000.

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 Case No. A-05-21, a petition requesting annexation by the landowner, Thorntree Ventures, LLC for approximately 111.47 acres, located at 3997 Farm to Market Road No. 1836 (PIDs 2195, 2196, and 2197), the Written Services Agreement and Ordinance O-33-21.

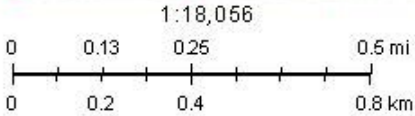
Safe & Secure	Business Friendly/Economic Development	Partnership & Community Involvement	Healthy & Environmentally Cons. Comm.	Financial & OPS Stewardship
☒	☒	☒	☐	☐

A-05-21 Kent Jones Annexation Request



6/7/2021, 12:53:11 PM

- Parcels
- City Limits



Maxar

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.

ORDINANCE O-33-21

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KAUFMAN, TEXAS, ANNEXING THE HEREINAFTER DESCRIBED PROPERTY CONSISTING OF AN APPROXIMATE 111.47-ACRE TRACT OF LAND LOCATED AT 3997 FARM TO MARKET ROAD NO. 2727 (PIDs 2195, 2196, AND 2197) INTO THE CITY OF KAUFMAN, KAUFMAN COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE THE DESCRIBED PROPERTY WITHIN THE CITY LIMITS; GRANTING TO ALL THE INHABITANTS OF THE PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING THE INHABITANTS BY ALL OF THE ORDINANCES, RESOLUTIONS, ACTS, AND REGULATIONS OF THE CITY; ADOPTING A MUNICIPAL SERVICES AGREEMENT; PROVIDING FOR THE INCORPORATION OF PREMISES; FINDING AND DETERMINING THAT ALL REQUIREMENTS FOR ANNEXATION INCLUDING PUBLIC HEARINGS, NOTICES AND OPEN MEETINGS HAVE BEEN MET ACCORDING TO LAW; PROVIDING INSTRUCTIONS FOR FILING THIS ORDINANCE AND FOR CORRECTING THE OFFICIAL MAP AND BOUNDARIES OF SAID CITY; PROVIDING SEVERABILITY AND CUMULATIVE CLAUSES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Kaufman, Texas, ("City"), is authorized, pursuant to Chapter 43 of the Texas Local Government Code, to annex property and extend the corporate limits of the City, subject to state law; and

WHEREAS, the Thorntree Ventures, LLC desires for the City to annex the certain property described herein (the "Property") and described and depicted in Exhibits A-1 and A-2, attached hereto and incorporated as if set forth fully herein; and

WHEREAS, on June 28, 2021, the City Council passed Resolution No. R-22-21, which granted the petition of Thorntree Ventures, LLC, as submitted by Kent Jones, the applicant representing the property owner of the described property, requesting annexation into the City of Kaufman (A-05-21), attached hereto and incorporated as if set forth fully herein as Exhibit B; and

WHEREAS, all of the Property described herein is contiguous to and within the exclusive extraterritorial jurisdiction of the City; 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 D, attached hereto and incorporated as if set forth fully herein, which primarily consists of agricultural and residential land, un-annexed into the City limits at this time and to create a "donut hole" of unincorporated area; and

WHEREAS, all required notices, all public hearings, and all requirements for such annexation have been provided, held, and met in accordance with applicable law; and

WHEREAS, in accordance with Chapter 43 of the Texas Local Government Code, a written services agreement for the area to be annexed was prepared and made available to the public and is attached hereto and incorporated as if set forth fully herein as Exhibit C; and

WHEREAS, an offer of a development agreement pursuant to Section 43.016 and Section 212.172 of the Texas Local Government Code has been made and rejected; and

WHEREAS, the City Council of the City of Kaufman finds and determines that annexation of the property hereinafter described as requested by the property owner is in the best interests of the citizens of the City of Kaufman and the owners and residents of the area.

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

SECTION 1. Findings. It is hereby officially determined that the findings and recitations contained above in the preamble of this Ordinance are true and correct and are incorporated herein by reference.

SECTION 2. Annexation. That the following described property, to wit:

Kaufman CAD Property IDs 2195, 2196, and 2197, located at 3997 Farm to Market Road No. 2727 and being an approximate 111.47-acre tract of land situated in the Thomas Beedy Survey, Abstract No. 21, Kaufman County, Texas, such tract being more particularly described in Exhibits “A-1” and “A-2,” each of which are attached to this Ordinance,

be and the same is hereby annexed into the City of Kaufman, Kaufman County, Texas, and that the boundary limits of the City of Kaufman, Texas, be and the same are hereby extended to include the above-described territory within the city limits of the City of Kaufman, and that same shall hereafter be included within the territorial limits of said City and said land and the inhabitants thereof shall be hereafter entitled to all rights and privileges of all other citizens of the City of Kaufman, Texas, and shall be bound by the ordinances, resolutions, acts, and regulations of the City, including bearing their pro-rata share of the taxes levied by the City.

SECTION 3. Written Services Agreement. A Written Services Agreement and Municipal Service Plan prepared in accordance with the applicable provision of state law pertaining to annexation is attached hereto as **Exhibit C** and is hereby incorporated herein by reference and adopted as part of this Ordinance and the same shall govern the delivery of municipal services to the annexed territory.

SECTION 4. Official Map. The official map and boundaries of the City, previously adopted, are amended to include the Property as part of the City of Kaufman. The City Secretary is directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the annexed Property as required by applicable law.

SECTION 5. City Manager Authorization. The City Manager is hereby directed and authorized to perform or cause to be performed all acts necessary to effectuate this Ordinance, including any corrections to the official map of the City to add the territory hereby annexed as required by law.

SECTION 6. Severability Clause. It is hereby declared by the City Council of the City of Kaufman 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. Cumulative Clause. This Ordinance shall be cumulative of all provisions of ordinances of the City of Kaufman 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 ordinances are hereby repealed.

SECTION 8. Public Meeting. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required by law.

SECTION 9. Filing Instructions. The City Secretary is hereby directed to file a certified copy of this Ordinance with the County Clerk of Kaufman County, Texas, and with other appropriate officials and agencies as required by state and federal law.

SECTION 10. Effective Date. This Ordinance shall be in full force and effect immediately upon its passage and approval by the City Council of the City of Kaufman, Texas.

PASSED AND APPROVED this 26th day of July 2021.

**JEFF JORDAN
MAYOR**

ATTEST:

**JESSIE HANKS
CITY SECRETARY**

APPROVED AS TO FORM:

**PATRICIA A. ADAMS
CITY ATTORNEY**

**Exhibit A-1
Legal Description**

SSC

STANGER SURVEYING CANTON LLC

P.O. BOX 336
BEN WHEELER, TEXAS 75754
TBPLS FIRM #10025701

PH: 903-833-1006

FAX: 903-833-1005

**THOMAS BEEDY SURVEY, ABSTRACT NO. 21
KAUFMAN COUNTY, TEXAS**

METES AND BOUNDS DESCRIPTION FOR 111.47 ACRES OF LAND

BEING 111.47 acres of land situated in the THOMAS BEEDY SURVEY, ABSTRACT NO. 21, Kaufman County, Texas, being all of that certain called 101.398 acre tract described as Tract One and being all of that certain called 10.0 acre tract described as Tract Two in a deed from Charleen Baudoin to Liu Family Trust, dated October 22, 2018, and recorded in Document No. 2018-0026689, of the Deed Records of Kaufman County, Texas. Said 111.47 acres of land being more particularly described as follows:

BEGINNING at a point for corner at the west corner of the above mentioned 10.0 acre tract, being at the south corner of that certain called 1.26 acre tract as described in a deed to Sloan Family Management, LLC, recorded in Document No. 2014-0017755, being in the centerline of Farm-to-Market Road 1836, and from which a fence corner (found) bears North 43° 03' 16" East, a distance of 45.00 feet.

THENCE: North 43° 03' 16" East, a distance of 523.86 feet, with the northwest boundary line of said 10.0 acre tract, with the south boundary line of the above mentioned 1.26 acre tract, to a ½" iron rod (found) at the east corner of said 1.26 acre tract and being in the southeast boundary line of that certain called 19.352 acre tract as described in a deed to Nicasio Lozano, recorded in Document No. 2007-00014379;

THENCE: North 43° 14' 19" East, a distance of 1,198.63 feet, with the northwest boundary line of said 10.0 acre tract, with the southeast boundary line of the above mentioned 19.352 acre tract, to a ½" iron rod (found) at the north corner of said 10.0 acre tract, being at an interior corner in the west boundary line of said 101.398 acre tract, and being at the east corner of said 19.352 acre tract;

THENCE: North 46° 48' 35" West, a distance of 509.99 feet, with the northwest boundary line of said 101.398 acre tract, with the northeast boundary line of said 19.352 acre tract, to a ½" iron pipe (found) at an exterior corner in the west boundary line of said 101.398 acre tract, being at the north corner of said 19.352 acre tract, and being in the southeast boundary line of that certain called 199.16 acre tract as described in a deed to John William Robertson, recorded in Volume 1150, Page 204;

Exhibit A-1 Legal Description

THENCE: North 43° 14' 22" East, a distance of 1,969.77 feet, with the northwest boundary line of said 101.398 acre tract, with the southeast boundary line of the above mentioned 199.16 acre tract, to a ½" iron rod (found) at the east corner of said 199.16 acre tract and being at an exterior corner in the southwest boundary line of that certain called 127.45 acre tract described as Tract I in a deed to Robert Kyle Mitchell et al, recorded in Document No. 2012-0022868;

THENCE: North 44° 15' 59" East, a distance of 42.84 feet, with the northwest boundary line of said 101.398 acre tract, with the southwest boundary line of said 127.45 acre tract, to a ½" iron rod (found) at the north corner of said 101.398 acre tract and being at an interior corner in the southwest boundary line of the above mentioned 127.45 acre tract;

THENCE: South 46° 41' 06" East, a distance of 1,518.91 feet, with the northeast boundary line of said 101.398 acre tract, with the southwest boundary line of said 127.45 acre tract, to a fence corner (found) at an exterior corner in the northwest boundary line of said 101.398 acre tract and being at the south corner of said 127.45 acre tract, being at an exterior corner in the northwest boundary line of that certain called 201.037 acre tract as described in a deed to William J. Fortner et ux., recorded in Volume 5869, Page 449;

THENCE: South 40° 09' 54" West, a distance of 54.48 feet, with the northeast boundary line of said 101.398 acre tract, with the northwest boundary line of the above mentioned 201.037 acre tract, to a ½" iron rod (set with a cap marked "STANGER") at an interior corner in the northeast boundary line of said 101.398 acre tract and being at an exterior corner in the northwest boundary line of said 201.037 acre tract;

THENCE: South 50° 21' 27" East, a distance of 312.48 feet, with the northeast boundary line of said 101.398 acre tract, with the northwest boundary line of said 201.037 acre tract, to a 1" iron rod (found) at the east corner of said 101.398 acre tract and being at an interior corner in the northwest boundary line of said 201.037 acre tract;

THENCE: South 43° 55' 37" West, a distance of 2,632.85 feet, with the southeast boundary line of said 101.398 acre tract, with the northwest boundary line of said 201.037 acre tract, to a 1" iron rod (found) at an exterior corner in the northwest boundary line of said 201.037 acre tract and being at the most northerly corner of that certain called 14.567 acre tract as described in a deed to Barbara J. Jensen, recorded in Document No. 2011-0011606;

THENCE: South 44° 11' 23" West, a distance of 70.26 feet, with the southeast boundary line of said 101.398 acre tract, with the northwest boundary line of the above mentioned 14.567 acre tract, to a fence corner (found) at the south corner of said 101.398

Exhibit A-1 Legal Description

acre tract, being at the most northerly northwest corner of said 14.567 acre tract, and being in the northeast boundary line of that certain called 163.69 acre tract as described in a deed to Bobby Dee Walker, Jr. and Glenn Scott Walker, recorded in Document No. 2008-00012464;

THENCE: North 47° 29' 29" West, a distance of 1,037.16 feet, with the southwest boundary line of said 101.398 acre tract, with the northeast boundary line of the above mentioned 163.69 acre tract, to a 4" steel fence corner (found) at an exterior corner in the southwest boundary line of said 101.398 acre tract, being in the southeast boundary line of said 10.0 acre tract, and being at the north corner of said 163.69 acre tract;

THENCE: South 43° 13' 13" West, a distance of 987.71 feet, with the southeast boundary line of said 10.0 acre tract, with the northwest boundary line of said 163.69 acre tract, with the northwest boundary line of that certain called 1.000 acre tract as described in a deed to ISL Roofing and Construction LLC, recorded in Document No. 2020-0027635, to a point for corner at the south corner of said 10.0 acre tract, being at the west corner of the above mentioned 1.000 acre tract, being in the centerline of Farm-to-Market Road 1836, and from which a 3/8" iron rod (found) bears North 43° 13' 13" West, a distance of 45.00 feet;

THENCE: North 45° 23' 53" West, a distance of 253.33 feet, with the southwest boundary line of said 10.0 acre tract, with the centerline of Farm-to-Market Road 1836, back to the **POINT OF BEGINNING** and containing 111.47 acres tract of land.

Bearings and distances are based on the Texas State Plane Coordinate System, North Central Zone (NAD83, CORS96). Referenced to the Smartnet RTK Network. Reference made to Plat of Survey prepared even date (C210093).

I, Jeff D. Douglas, Registered Professional Land Surveyor, do hereby certify that the above description was prepared from an actual Survey made on the ground under my direction and supervision during the month of May, 2021.

GIVEN UNDER MY HAND AND SEAL, this the 19th day of May, 2021.

Jeff D. Douglas
Registered Professional
Land Surveyor No. 5757



Exhibit A-2 Depiction

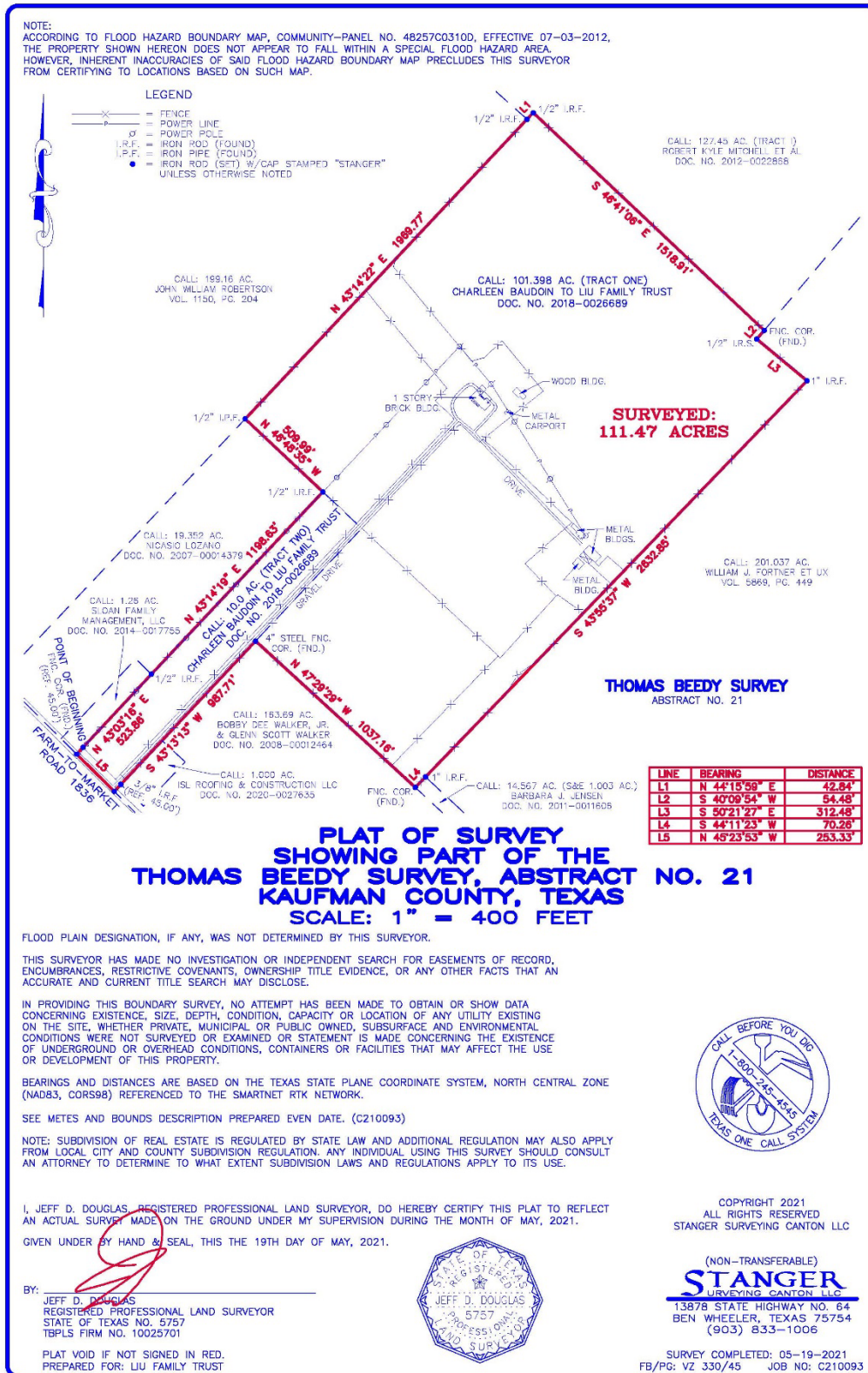


Exhibit B Annexation Petition

DocuSign Envelope ID: D3315877-2C8A-4C3F-9C4B-42C77C15B5BC

Case Number: A-05-21



VOLUNTARY ANNEXATION APPLICATION

1. Site Location:

General Street Location: North side of FM 1836 PID: 2197, 2196, 2195

Street Address: 3997 FM RD 1836

Lot, Block, & Subdivision Name: _____

2. Applicant:

Name: Kent Jones

Address: 6534 Sunnyland Dr

City/State: Dallas, TX Zip: 75214

Office #: _____ Cell #: 214-549-4980 Fax #: _____

Email Address: Kjones@springlinebuilding.com

3. Property Owner:

Name: Thorntree Ventures LLC

Address: P.O. Box 867241

City/State: Plano, TX Zip: 75086

Office #: _____ Cell #: 214-592-6888 Fax #: _____

Email Address: Ran.liu.01@gmail.com

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.

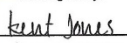
209 SOUTH WASHINGTON • PO Box 1168 • KAUFMAN, TEXAS 75142 • (972) 932-2216 • FAX (972) 932-6288
g:\development services\email & forms\originals for inhouse use only\annexation application & guidelines.docx Updated: 3/26/2019

Exhibit B Annexation Petition

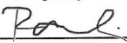
DocuSign Envelope ID: D3315877-2C8A-4C3F-9C4B-42C77C15B5BC

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): Kent Jones

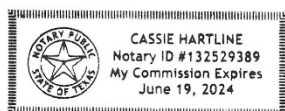
Applicant signature: 
DocuSigned by: CCFB3D80527B4ED...

Owner Name (print or type): Ran Liu - Managing Member

Owner signature: 
DocuSigned by: 94341909009A402...

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 31st day of May, 2021.





Notary Public

My Commission expires: June 19, 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 C
Written Service Agreement and Municipal Service Plan
A-05-21

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

STATE OF TEXAS §
 §
COUNTY OF KAUFMAN §

CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
MUNICIPAL SERVICES AGREEMENT

This Municipal Services Agreement ("Agreement") is entered into pursuant to Section 43.0672 of the Texas Local Government Code by and between the City of Kaufman, Texas (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property. City and Owner may be referred individually as a "Party" and collectively referred to as the "Parties."

WHEREAS, the Owner owns a parcel of real property (the "Property") in Kaufman County, Texas, located at 3997 Farm to Market Road No. 1836 (PIDs 2195, ,2196, and 2197), situated in the Thomas Beedy Survey, Abstract No. 21, and more particularly described on **Exhibit A** attached hereto; and

WHEREAS, the Parties desire to enter into this Agreement pursuant to Section 43.0672 of the Texas Local Government Code in order to address the provision of municipal services to be offered to the Property on the date of annexation, and a schedule that includes the period within which the City will provide any municipal service that is not provided on the effective date of annexation, as shown in **Exhibit B** attached hereto; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Agreement is to be recorded in the Real Property Records of Kaufman County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

Section 1. The City acknowledges and agrees that it shall provide the municipal services listed in **Exhibit B** to the Property pursuant to Chapter 43 of Texas Local Government Code upon annexation of the Property.

Section 2. The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and **the**

Exhibit C
Written Service Agreement and Municipal Service Plan
A-05-21

Owner who signs this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by any person claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

Section 3. The Owner agrees and stipulates that such annexation of the Property is voluntary, and the Owner has submitted a petition for such annexation to the City. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken. Owner acknowledges and stipulates that this Agreement is not a permit, as defined in Texas Local Government Code, Section 245.001(1), required by the City.

Section 4. The Parties acknowledge and agree that nothing in this Agreement shall require the City to provide a uniform level of full municipal services to each area of the City, including the annexed Property, if different characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of municipal service. Furthermore, the Parties acknowledge and agree that this Agreement will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation process.

Section 5. The Owner acknowledges that the City's codes, ordinances, regulations and policies ("Regulations") that apply throughout the City, including the Property, may be reviewed at City Hall and at <https://z2.franklinlegal.net/franklin/Z2Browser2.html?showset=kaufmanset> and shall apply to all such regulations in development of the Property.

Section 6. This Agreement shall be valid for a term of ten (10) years. Renewal of the Agreement shall be at the discretion of the City Council and must be approved by ordinance. The Owner agrees that this Agreement may be amended without the written consent or knowledge of the Owner if the City Council determines at a public hearing that changed conditions or subsequent occurrences make this Agreement unworkable or obsolete. Furthermore, the Owner acknowledges and agrees that the City Council may amend the services provided under this Agreement without the written consent of the Owner in order to conform to the changed conditions, subsequent occurrences or any other legally sufficient circumstances existing pursuant to the Local Government Code or other Texas or Federal laws that make this Agreement unworkable, obsolete or unlawful.

Section 7. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the Party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such Party via facsimile or a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the

Exhibit C
Written Service Agreement and Municipal Service Plan
A-05-21

addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the Parties shall be as follows:

To City:
City of Kaufman
Attn: Marcy Ratcliff
209 S Washington St.
Kaufman, TX 75142

With Copy to:

Messer, Fort & McDonald PLLC
Attn: Patricia Adams
6371 Preston Road, Suite 200
Frisco, Texas 75034

To Owner:

Thorntree Ventures, LLC
Attn: Kent Jones
P.O. Box 867241
Plano, Texas 75086

Section 8. A certified copy of this Agreement shall be recorded in the real property records of Kaufman County, Texas, and this Agreement shall constitute a covenant that runs with the Property.

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 10. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter. Notwithstanding the preceding terms of this section, the City does not waive immunity from suit or liability. Owner acknowledges and agrees that the only recourse against the City for breach or default of the Agreement is disannexation for failure to provide services pursuant to Chapter 43 of the Texas Local Government Code.

Section 11. Owner and City acknowledge and expressly agree that no subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Exhibit C
Written Service Agreement and Municipal Service Plan
A-05-21

Section 12. The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be only in Kaufman County, Texas.

Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 2, 3, 4 and 10 herein.

Section 15. This Agreement embodies the complete agreement of the Parties hereto, superseding all oral or written, previous and contemporary agreements between the Parties and relating to the matters in this Agreement and except as otherwise provided herein, cannot be modified without written agreement of the Parties to be attached to and made a part of this Agreement.

Section 16. The determinations recited and declared in the preambles to this Agreement are hereby incorporated herein as part of this Agreement.

Section 17. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Entered into this ____ day of _____, 2021.

SIGNATURES ON FOLLOWING PAGE(S)

Exhibit C
Written Service Agreement and Municipal Service Plan
A-05-21

CITY OF KAUFMAN TEXAS

By: _____
Name: Michael T. Slye
Title: City Manager
Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF KAUFMAN §

**This instrument was acknowledged before me on _____, 2021,
by Michael T. Slye, City Manager of the City of Kaufman, Texas on behalf of
said City.**

Notary Public in and for the State of TEXAS

THORNTREE VENTURES, LLC

By: _____
Name: Kent Jones
Title: Developer
Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF KAUFMAN §

**This instrument was acknowledged before me on _____, 2021,
by Kent Jones, developer, owner of said Property.**

Notary Public in and for the State of TEXAS

Exhibit C
Written Service Agreement and Municipal Service Plan
A-05-21

EXHIBIT “A”
Property Description and Depiction

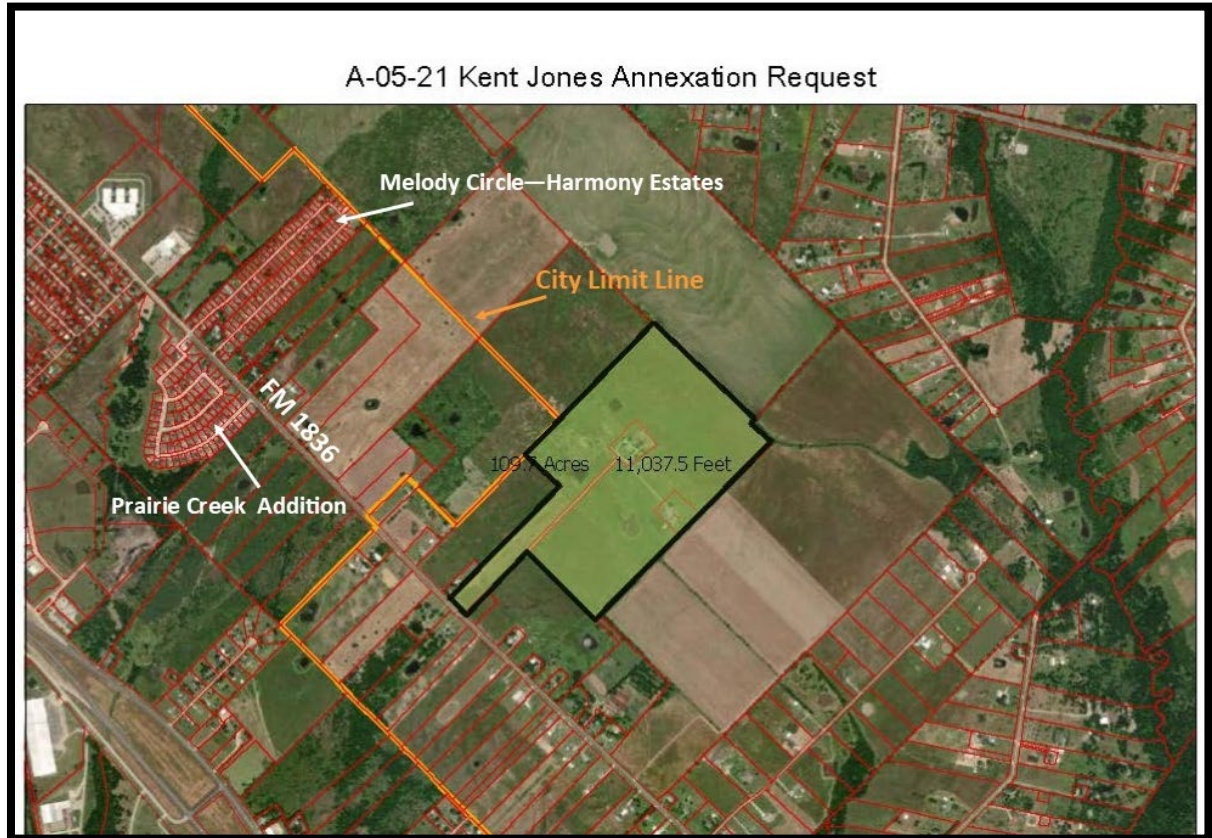


Exhibit C
Written Service Agreement and Municipal Service Plan
A-05-21
EXHIBIT "A"
Property Description and Depiction

SSC

STANGER SURVEYING CANTON LLC

P.O. BOX 336

BEN WHEELER, TEXAS 75754

PH: 903-833-1006

TBPLS FIRM #10025701

FAX: 903-833-1005

THOMAS BEEDY SURVEY, ABSTRACT NO. 21
KAUFMAN COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION FOR 111.47 ACRES OF LAND

BEING 111.47 acres of land situated in the THOMAS BEEDY SURVEY, ABSTRACT NO. 21, Kaufman County, Texas, being all of that certain called 101.398 acre tract described as Tract One and being all of that certain called 10.0 acre tract described as Tract Two in a deed from Charleen Baudoin to Liu Family Trust, dated October 22, 2018, and recorded in Document No. 2018-0026689, of the Deed Records of Kaufman County, Texas. Said 111.47 acres of land being more particularly described as follows:

BEGINNING at a point for corner at the west corner of the above mentioned 10.0 acre tract, being at the south corner of that certain called 1.26 acre tract as described in a deed to Sloan Family Management, LLC, recorded in Document No. 2014-0017755, being in the centerline of Farm-to-Market Road 1836, and from which a fence corner (found) bears North 43° 03' 16" East, a distance of 45.00 feet.

THENCE: North 43° 03' 16" East, a distance of 523.86 feet, with the northwest boundary line of said 10.0 acre tract, with the south boundary line of the above mentioned 1.26 acre tract, to a ½" iron rod (found) at the east corner of said 1.26 acre tract and being in the southeast boundary line of that certain called 19.352 acre tract as described in a deed to Nicasio Lozano, recorded in Document No. 2007-00014379;

THENCE: North 43° 14' 19" East, a distance of 1,198.63 feet, with the northwest boundary line of said 10.0 acre tract, with the southeast boundary line of the above mentioned 19.352 acre tract, to a ½" iron rod (found) at the north corner of said 10.0 acre tract, being at an interior corner in the west boundary line of said 101.398 acre tract, and being at the east corner of said 19.352 acre tract;

THENCE: North 46° 48' 35" West, a distance of 509.99 feet, with the northwest boundary line of said 101.398 acre tract, with the northeast boundary line of said 19.352 acre tract, to a ½" iron pipe (found) at an exterior corner in the west boundary line of said 101.398 acre tract, being at the north corner of said 19.352 acre tract, and being in the southeast boundary line of that certain called 199.16 acre tract as described in a deed to John William Robertson, recorded in Volume 1150, Page 204;

Exhibit C
Written Service Agreement and Municipal Service Plan
A-05-21
EXHIBIT "A"
Property Description and Depiction

THENCE: North 43° 14' 22" East, a distance of 1,969.77 feet, with the northwest boundary line of said 101.398 acre tract, with the southeast boundary line of the above mentioned 199.16 acre tract, to a ½" iron rod (found) at the east corner of said 199.16 acre tract and being at an exterior corner in the southwest boundary line of that certain called 127.45 acre tract described as Tract I in a deed to Robert Kyle Mitchell et al, recorded in Document No. 2012-0022868;

THENCE: North 44° 15' 59" East, a distance of 42.84 feet, with the northwest boundary line of said 101.398 acre tract, with the southwest boundary line of said 127.45 acre tract, to a ½" iron rod (found) at the north corner of said 101.398 acre tract and being at an interior corner in the southwest boundary line of the above mentioned 127.45 acre tract;

THENCE: South 46° 41' 06" East, a distance of 1,518.91 feet, with the northeast boundary line of said 101.398 acre tract, with the southwest boundary line of said 127.45 acre tract, to a fence corner (found) at an exterior corner in the northwest boundary line of said 101.398 acre tract and being at the south corner of said 127.45 acre tract, being at an exterior corner in the northwest boundary line of that certain called 201.037 acre tract as described in a deed to William J. Fortner et ux., recorded in Volume 5869, Page 449;

THENCE: South 40° 09' 54" West, a distance of 54.48 feet, with the northeast boundary line of said 101.398 acre tract, with the northwest boundary line of the above mentioned 201.037 acre tract, to a ½" iron rod (set with a cap marked "STANGER") at an interior corner in the northeast boundary line of said 101.398 acre tract and being at an exterior corner in the northwest boundary line of said 201.037 acre tract;

THENCE: South 50° 21' 27" East, a distance of 312.48 feet, with the northeast boundary line of said 101.398 acre tract, with the northwest boundary line of said 201.037 acre tract, to a 1" iron rod (found) at the east corner of said 101.398 acre tract and being at an interior corner in the northwest boundary line of said 201.037 acre tract;

THENCE: South 43° 55' 37" West, a distance of 2,632.85 feet, with the southeast boundary line of said 101.398 acre tract, with the northwest boundary line of said 201.037 acre tract, to a 1" iron rod (found) at an exterior corner in the northwest boundary line of said 201.037 acre tract and being at the most northerly corner of that certain called 14.567 acre tract as described in a deed to Barbara J. Jensen, recorded in Document No. 2011-0011606;

THENCE: South 44° 11' 23" West, a distance of 70.26 feet, with the southeast boundary line of said 101.398 acre tract, with the northwest boundary line of the above mentioned 14.567 acre tract, to a fence corner (found) at the south corner of said 101.398

Exhibit C
Written Service Agreement and Municipal Service Plan
A-05-21
EXHIBIT "A"
Property Description and Depiction

acre tract, being at the most northerly northwest corner of said 14.567 acre tract, and being in the northeast boundary line of that certain called 163.69 acre tract as described in a deed to Bobby Dee Walker, Jr. and Glenn Scott Walker, recorded in Document No. 2008-00012464;

THENCE: North 47° 29' 29" West, a distance of 1,037.16 feet, with the southwest boundary line of said 101.398 acre tract, with the northeast boundary line of the above mentioned 163.69 acre tract, to a 4" steel fence corner (found) at an exterior corner in the southwest boundary line of said 101.398 acre tract, being in the southeast boundary line of said 10.0 acre tract, and being at the north corner of said 163.69 acre tract;

THENCE: South 43° 13' 13" West, a distance of 987.71 feet, with the southeast boundary line of said 10.0 acre tract, with the northwest boundary line of said 163.69 acre tract, with the northwest boundary line of that certain called 1.000 acre tract as described in a deed to ISL Roofing and Construction LLC, recorded in Document No. 2020-0027635, to a point for corner at the south corner of said 10.0 acre tract, being at the west corner of the above mentioned 1.000 acre tract, being in the centerline of Farm-to-Market Road 1836, and from which a 3/8" iron rod (found) bears North 43° 13' 13" West, a distance of 45.00 feet;

THENCE: North 45° 23' 53" West, a distance of 253.33 feet, with the southwest boundary line of said 10.0 acre tract, with the centerline of Farm-to-Market Road 1836, back to the **POINT OF BEGINNING** and containing 111.47 acres tract of land.

Bearings and distances are based on the Texas State Plane Coordinate System, North Central Zone (NAD83, CORS96). Referenced to the Smartnet RTK Network. Reference made to Plat of Survey prepared even date (C210093).

I, Jeff D. Douglas, Registered Professional Land Surveyor, do hereby certify that the above description was prepared from an actual Survey made on the ground under my direction and supervision during the month of May, 2021.

GIVEN UNDER MY HAND AND SEAL, this the 19th day of May, 2021.



Jeff D. Douglas
Registered Professional
Land Surveyor No. 5757



Exhibit C
Written Service Agreement and Municipal Service Plan
A-05-21
EXHIBIT "A"
Property Description and Depiction

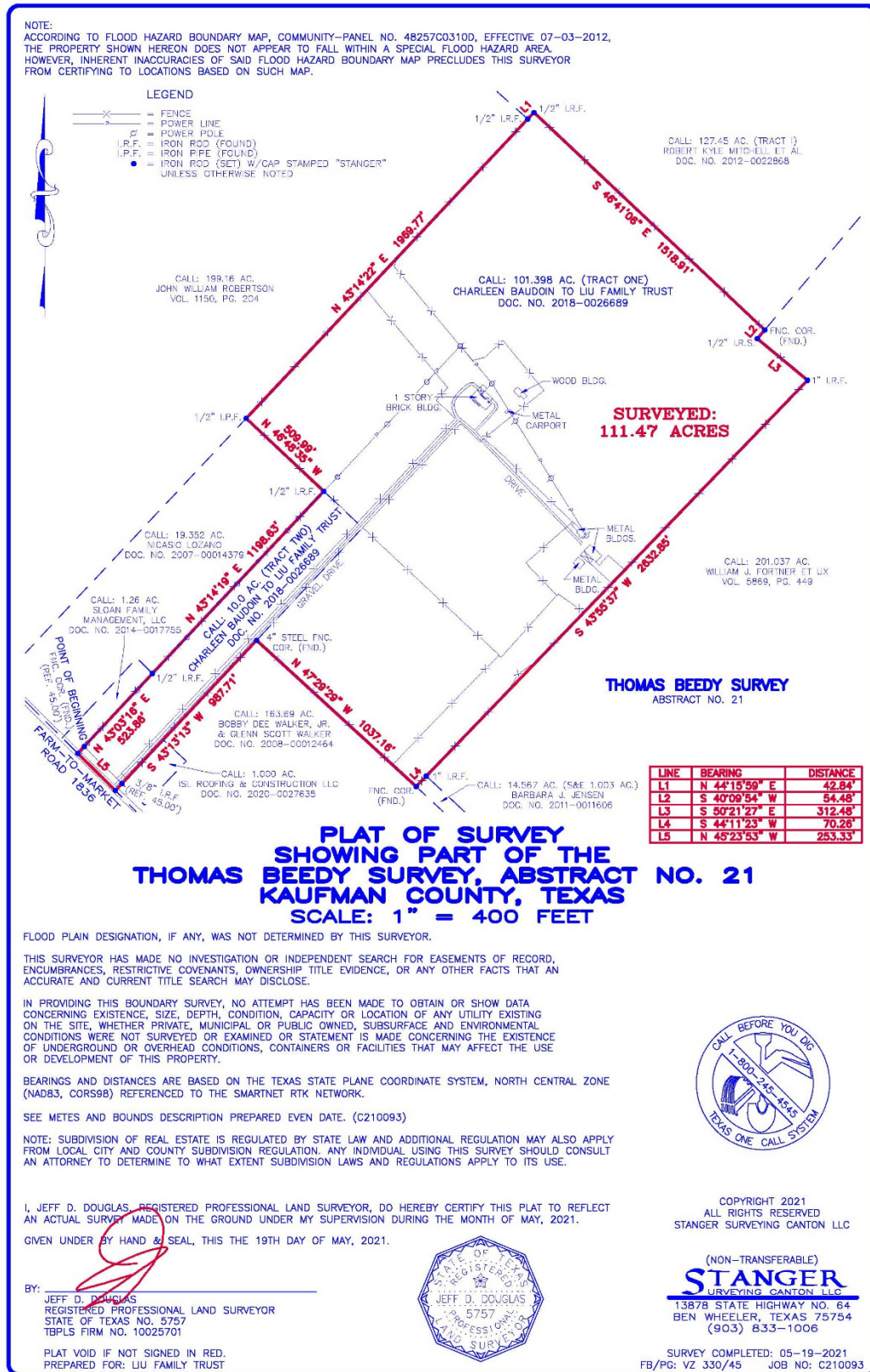


Exhibit C
Written Service Agreement and Municipal Service Plan
A-05-21

EXHIBIT 'B'
Municipal Service Plan

A) SERVICE PLAN GENERALLY

- 1) This service plan has been prepared in accordance with the Texas Local Government Code ("LGC"), Section 43.0672. Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of Kaufman (the "City") in accordance with the following plan. Unless, otherwise indicated, the City will provide the following services to the annexed property within two and one-half years unless certain services cannot be reasonably provided within that time and the City proposes a schedule to provide services within four and one-half years. The City shall provide the annexed tract the levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of service, infrastructure, and infrastructure maintenance available in other parts of the City with similar topography, land use, and population density.
- 2) For purposes of this service plan, to "provide" services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services.

B) EMERGENCY SERVICES

- 1) Police Protection
 - a) Police protection from the City of Kaufman Police Department shall be immediately provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the annexation ordinance. Some of these services include:
 - i) Routine patrol and responses;
 - ii) Dispatch responses to emergency and non-emergency service calls;
 - iii) Handling of complaints and incident reports;
 - iv) Special units, such as traffic enforcement and investigations;
 - v) Coordination with other public safety support agencies; and
 - vi) Animal control services.
 - b) As development commences in these areas, enough police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics

Exhibit C
Written Service Agreement and Municipal Service Plan
A-05-21

of topography, land utilization and population density of the areas.

- c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.

EXHIBIT 'B'
Municipal Service Plan

2) Fire Protection and Emergency Medical Services

- a) The City of Kaufman Fire Department will continue to provide emergency medical services and fire prevention services to the annexed area. These services include, but are not limited to:
 - i) Fire suppression and rescue;
 - ii) Pre-hospital medical services including triage, treatment and transport by Careflite EMS ambulances;
 - iii) Hazardous materials response and mitigation;
 - iv) Emergency prevention and public education efforts;
 - v) Technical rescue response; and
 - vi) Constriction Plan Review and required inspections.
- b) Fire protection and emergency medical services from the City shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City on the effective date of the annexation ordinance.
- c) As development commences in these areas, sufficient, fire protection and emergency medical services, including personnel and equipment will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas. It is anticipated that fire stations planned to service areas currently with the City will be sufficient to serve the annexed area.
- d) Upon ultimate development, fire protection and emergency medical services will be provided at a level consistent with similarly situated areas within the city limits.

C) SOLID WASTE

- 1) The City will provide fee-based waste collection services to the Property, contracting with a provider. Notification to the provider to expand the service area will be made upon council approval of the annexation.

D) SANITARY SEWER

- 1) Sanitary sewer service to the area will be provided in the same manner that such service is provided to the other similarly situated areas within the corporate limits of the City and in accordance with applicable codes and

Exhibit C
Written Service Agreement and Municipal Service Plan
A-05-21

EXHIBIT 'B'
Municipal Service Plan

departmental policy. As property develops in the area, sanitary sewer service shall be provided in accordance with the standard extension ordinances, regulations and rules, subject to and consistent with the City's participation policies.

E) WATER FACILITIES

- 1) Water service to the area will be provided by the CCN holder in the same manner that such service is provided to the other similarly situated areas within the corporate limits of the City.

F) ROAD AND STREETS

- 1) Maintenance of roads and streets, including street lighting, if any, will be maintained in the same manner as provided to other similarly situated areas within the corporate limits of the City.

G) CODE ENFORCEMENT & INSPECTION SERVICES

- 1) Code enforcement services will be available on the effective date of annexation. Code enforcement services include the response, investigation and potential abatement of property maintenance issues, nuisance issues, sanitation issues, illegal signs, abandoned or inoperable vehicles and other zoning violations.
- 2) Upon the effective date of annexation, the City will provide building permits and inspection services to the Property. This service will be made available to the Property on the same basis and at the same level of service as similar facilities throughout the City.

H) PLANNING AND ZONING SERVICES

- 1) The Planning and zoning jurisdiction of the City will extend to this area upon the effective date of the annexation ordinance. City planning will thereafter encompass this property, and it shall be entitled to consideration for zoning in accordance with the City's Zoning Ordinance and Comprehensive Plan.

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

- 1) Residents within the annexed area may utilize all existing park and recreation facilities, on the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.
- 2) As development commences in the area, additional park and recreation facilities shall be constructed based on park policies defined in the Park Master Plan and as specified in the Park Dedication Ordinance. The general planned locations and classifications of parks will ultimately serve residents from the current City limits and residents from areas being considered for annexation.

Exhibit C
Written Service Agreement and Municipal Service Plan
A-05-21

EXHIBIT 'B'
Municipal Service Plan

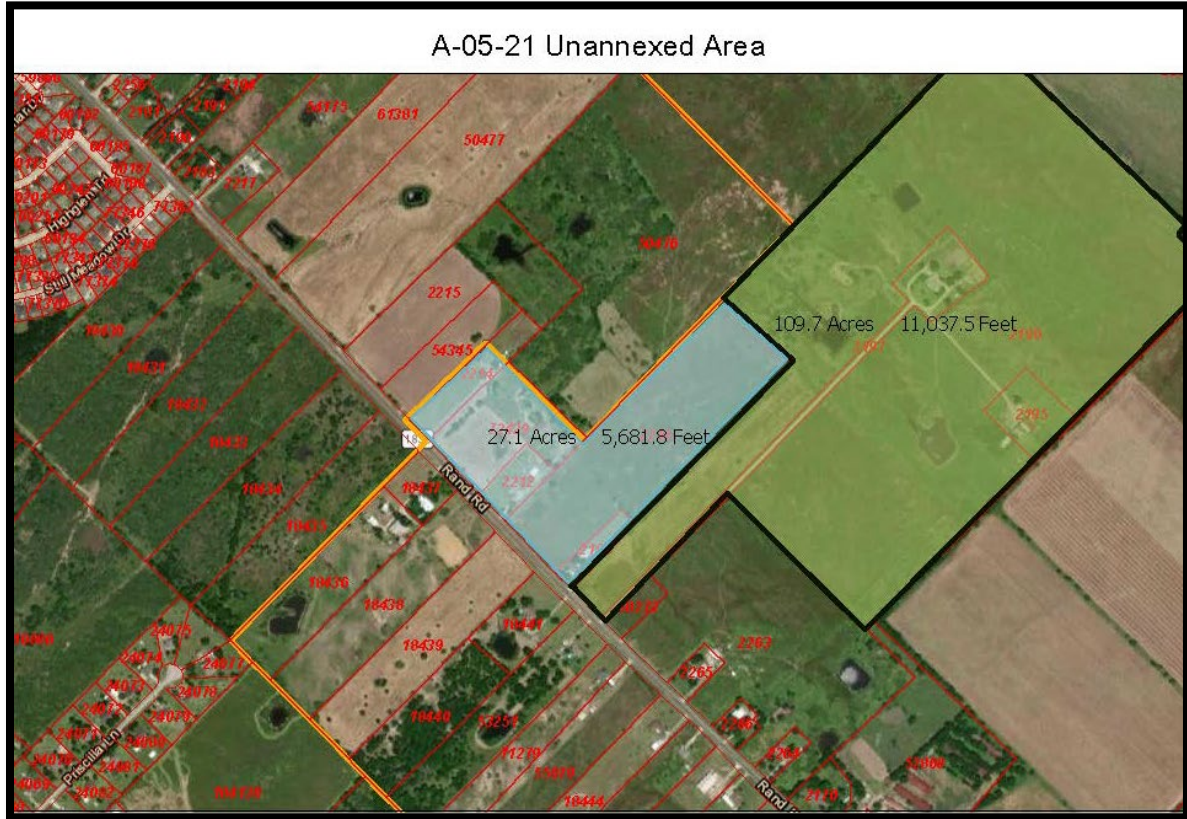
J) PUBLICLY OWNED FACILITIES

- 1) The City is aware of a publicly owned facility associated with the Property and municipal services shall be provided to such facility immediately upon annexation of the Property.

K) OTHER SERVICES

- 1) Other services that may be provided by the City, such as municipal and general administration will be made available on the effective date of the annexation. The City shall provide levels of service, infrastructure, and infrastructure maintenance, enforcement of all zoning ordinances, building codes, and miscellaneous penal ordinances including but not limited to regulation of animals, roads and streets, fireworks, alcoholic beverages, firearms, littering and dumping that are comparable to the levels of services available in other parts of the City with similar topography, land use, and population density similar to those reasonably contemplated or projected in the area.

Exhibit D
Area to Remain Unannexed





Meeting
Date: 7/26/2021

Date: 6/15/2021

Item #: 9.

Dept.: Development
Services

Ordinance

SUBJECT:

Consider and take appropriate action on Ordinance O-34-21, an ordinance of the City Council of the City of Kaufman, Texas, approving the execution of a quitclaim deed to Jess and Janice Murrell for a portion of a tract of land adjacent to 112 North Washington Street (PID 28477); authorizing the Mayor to execute the deed and any necessary documents; and providing an effective date.

BACKGROUND:

Jess and Janice Murrell, owners of the property located at 112 North Washington Street, hired Statewide Surveying to prepare a survey of the property for the final closing paperwork used in selling a property. Statewide Surveying discovered that approximately 33 SF of the building, an area approximately 2 feet wide x 16.5 feet long was erroneously deeded to the City of Kaufman in 1960. The Murrell's are requesting the City deed back that portion of the building, so they can sell the entire building and grant clear title to the new property owner.

The original purpose of the 25 foot x 25 foot deeded property was to provide public access for the first drive through bank in Kaufman. It now provides vehicular access for deliveries to the buildings fronting on North Washington.

Author:

Marcy Ratcliff, Development Services Director

Reviewed:

Mike Slye, City Manager

Cost: N/A

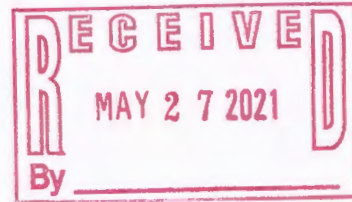
Funds Available: N/A

Source: N/A

Recommendation: Staff recommends approval of Ordinance O-34-21, approving the execution of a quitclaim deed to Jess and Janice Murrell for a portion of a tract of land, approximately 33 SF, adjacent to 112 North Washington Street (PID 28477); authorizing the Mayor to execute the deed and any necessary documents.

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

TO: Marcie Ratcliff
DATE: May 24, 2021
REF: BLOCK #15, PART of LOT 4
FROM Jess & Janice Murrell



In the year 1960, Mr. Ed Nash, President of Farmers & Merchants National Bank approached the city about installing a drive thru window for the bank. In order for this to happen the alley behind the buildings on the North side of the square would have to become one way. The property owners were contacted and they all thought this would benefit the customers of the bank and citizens of Kaufman. November 17, 1960, Jess and Jo Murrell, Mrs. A Miles and Polly Pilcher, in good faith signed the property over to the city. In doing so, I do not think the four realized that part of the wall of the building at 112 North Washington was sitting on the property that was deeded to the city. I have attached a survey and the papers which the four above persons were listed.

Now that my wife and I are getting older, it is getting harder for us to do the work on our building and feel it is the time that we start downsizing our rental property. We are coming to the city and asking that in good faith the wall or the property be deeded back to my wife and me. In order for us to be able to sell our property we will have to have either the wall or the property deeded back to us. This would also put it back on the tax roll.

There are so many good things happening and the city has taken such an interest in the square. Everything that has been done with the sidewalks and landscaping has certainly made it more inviting for everyone. It is time for younger couples or single people to purchase this building so that the Kaufman Square can continue to thrive.

If you have any questions please call me at 972-742-2966. Thanking you in advance for your consideration in helping us with this matter.

Regards,
Jess Murrell
Jess Murrell

THE STATE OF TEXAS
COUNTY OF KAUFMAN

KNOW ALL MEN BY THESE PRESENTS:

WV 437 MAY 141

117
That we, J. W. Murrell and wife, Jo Murrell, joined by Mrs. A. Miles, surviving widow of A. Miles, and Polly Pilcher, a widow, surviving daughter of A. Miles, deceased, all of the County of Kaufman and State of Texas, for and in consideration of the sum of One and No/100 (\$1.00) Dollars to us in hand paid by the City of Kaufman, a municipal corporation, of the County of Kaufman and State of Texas, the receipt of which is hereby acknowledged, do by these presents BARGAIN, SELL, RELEASE, AND FOREVER QUIT CLAIM unto the said City of Kaufman and to the citizens thereof and to the public for public use forever as an alley, all our right, title and interest in and to that certain tract or parcel of land lying in the County of Kaufman, State of Texas, described as follows, to-wit:

Being a part of Block No. 15, original plat of the said City of Kaufman,

Lot
BEGINNING at the Northwest corner of Block No. 4 of said Block No. 15;
THENCE South 25 feet;
THENCE East 25 feet;
THENCE North 25 feet;
THENCE West 25 feet to the place of beginning;

And being the same land conveyed to A. Miles and Mrs. Anna L. Graves by Mrs. C. B. Cate by Warranty Deed dated June 20, 1918, of record in Volume 211, Page 202, Deed Records of Kaufman County, Texas;

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging unto the said City of Kaufman, the Citizens thereof and the public for public use forever as an alley, so that neither we the undersigned grantors nor our heirs, nor any person or persons claiming under us shall, at any time hereafter, have, claim, or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

WITNESS our hands at Kaufman, Texas, this 17th. day of November A. D. 1960.

J. W. Murrell
J. W. Murrell

Jo Murrell
Jo Murrell

Mrs. A. Miles
Mrs. A. Miles

Polly Pilcher
Polly Pilcher

THE STATE OF TEXAS,
COUNTY OF KAUFMAN

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Jess Murrell, and Jo Murrell, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Jo Murrell, wife of the said Jess Murrell having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Jo Murrell acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 18th day of November A.D. 1960.

Brownie Henry
Notary Public in and for KAUFMAN County, Texas

THE STATE OF TEXAS,
COUNTY OF KAUFMAN

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Mrs. A. Miles and Polly Pilcher known to me to be the persons whose names 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 15th day of November, A.D. 1960,

STUART T. NASH
NOTARY PUBLIC KAUFMAN COUNTY

Stuart T. Nash
Notary Public in and for County, Texas

Approx
2' x 16'

E. Grove Street (60')

**PLAT OF SURVEY
SHOWING
PART OF LOTS 1 AND 4, BLOCK NO. 15
ORIGINAL TOWN OF KAUFMAN
VOL. 1 PAGE 133
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 an actual survey made by me on the ground during the month of January, 2019.

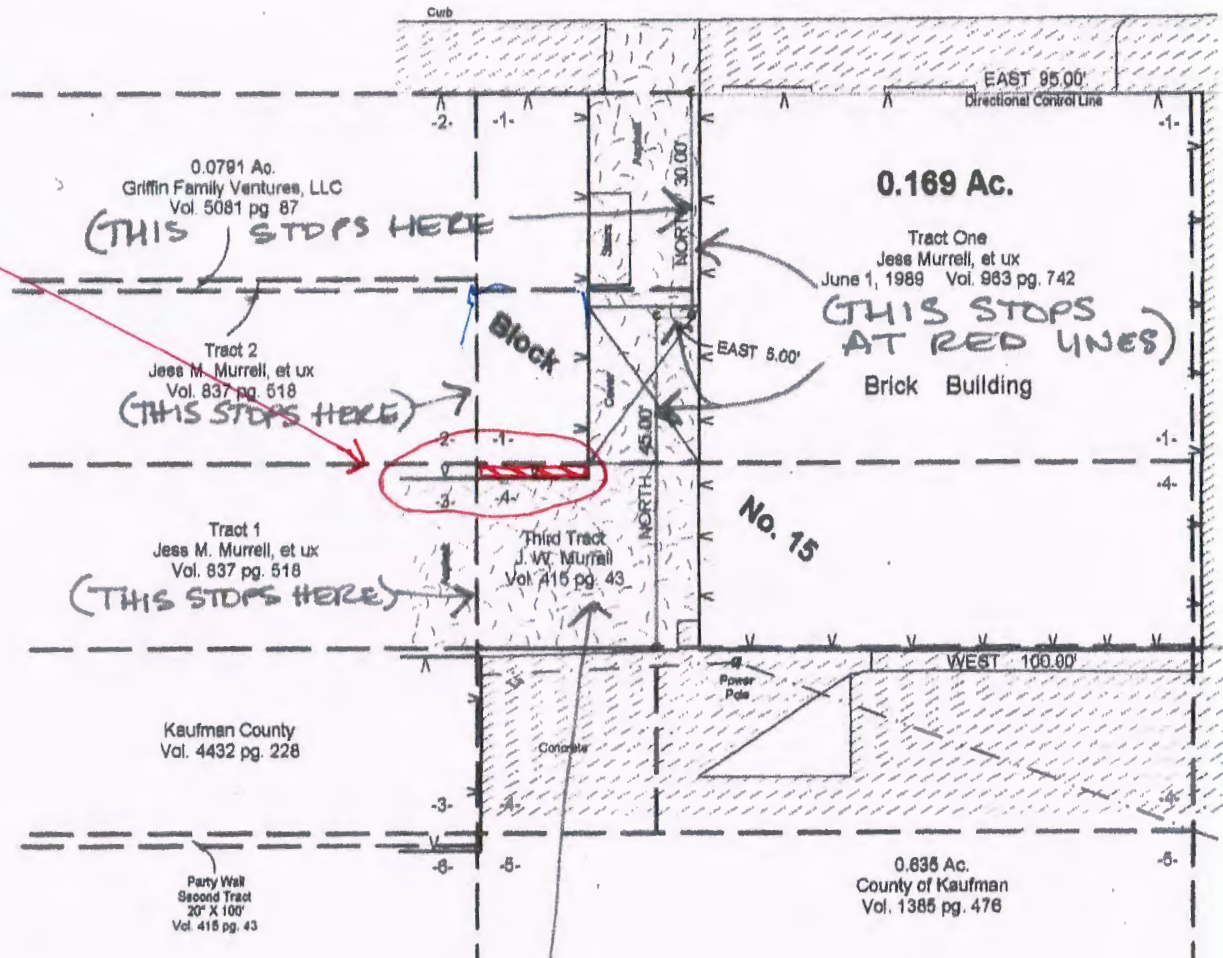
This survey meets the requirements of the General Rules of Procedures and Practices as defined by the Texas Board of Professional Land Surveying.

This survey was performed for the benefit of William Douglas Haning, Christy Eve Haning and Kaufman County Title and Abstract Company (GF No. KCT-2201193). Use of this plat by any other person or for any other purpose is prohibited and the undersigned is not responsible for any loss resulting therefrom.

GIVEN UNDER MY HAND AND SEAL
this the 3rd day of January, 2019.

NOTE: PLAT VOID IF NOT SIGNED IN BLUE

GREG SJERVEN, R. P. L. S. NO. 5244
Copyright 2019. All rights reserved.
Statewide Surveying Service



437/141 QUITCLAIM TO
CITY COVERS THIS
25 x 25

Approx
2' x 16'

E. Grove Street (60')

**PLAT OF SURVEY
SHOWING
PART OF LOTS 1 AND 4, BLOCK NO. 15
ORIGINAL TOWN OF KAUFMAN
VOL. I PAGE 133
KAUFMAN COUNTY, TEXAS**

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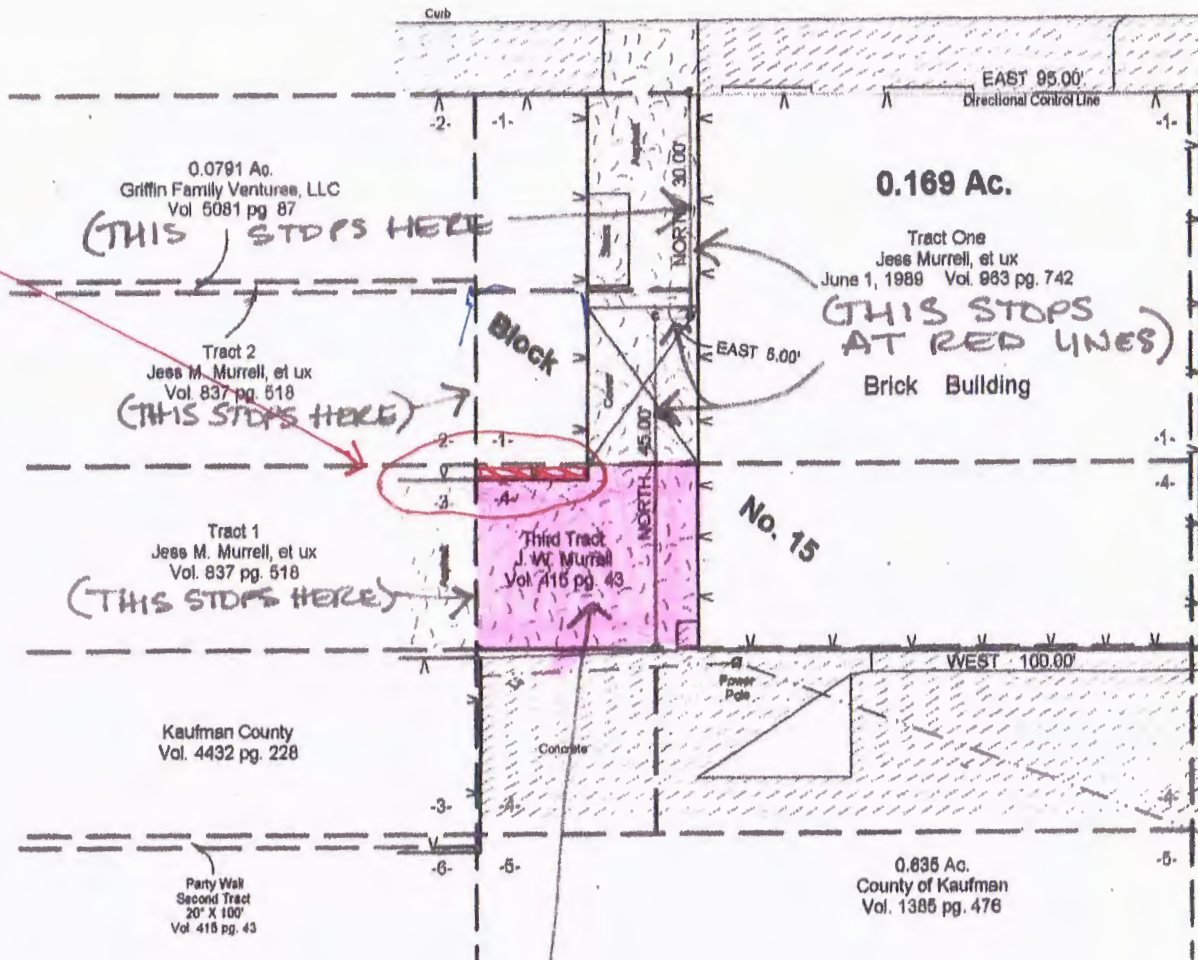
This survey meets the requirements of the General Rules of Procedures and Practices as defined by the Texas Board of Professional Land Surveying.

This survey was performed for the benefit of William Douglas Haring, Christy Eve Haring and Kaufman County Title and Abstract Company (GF No. KCT-2201193). Use of this plat by any other person or for any other purpose is prohibited and the undersigned is not responsible for any loss resulting therefrom.

GIVEN UNDER MY HAND AND SEAL
this the 3rd day of January, 2019.

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Statewide Surveying Service



437/141 QUITCLAIM TO
CITY COVERS THIS
25 X 25

Approx
2' x 16'

E. Grove Street (60')

**PLAT OF SURVEY
SHOWING
PART OF LOTS 1 AND 4, BLOCK NO. 15
ORIGINAL TOWN OF KAUFMAN
VOL. I PAGE 133
KAUFMAN COUNTY, TEXAS**

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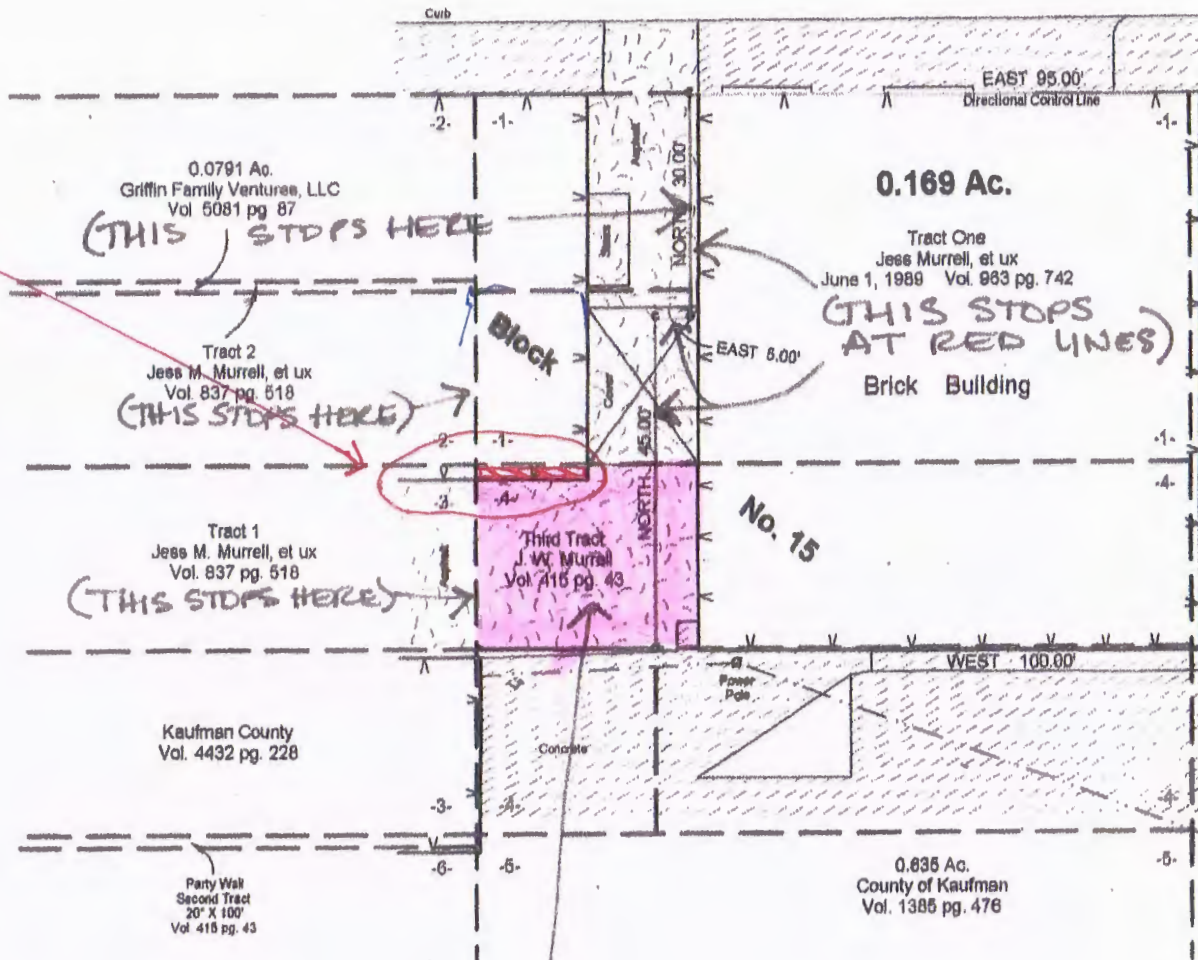
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This survey was performed for the benefit of William Douglas Haring, Christy Eve Haring and Kaufman County Title and Abstract Company (GF No. KCT-2201193). Use of this plat by any other person or for any other purpose is prohibited and the undersigned is not responsible for any loss resulting therefrom.

GIVEN UNDER MY HAND AND SEAL
this the 3rd day of January, 2019.

NOTE: PLAT VOID IF NOT SIGNED IN BLUE

GREG SJERVEN, R. P. L. S. NO. 5244
Copyright 2019. All rights reserved.
Statewide Surveying Service



437/141 QUITCLAIM TO
CITY COVERS THIS
25 X 25

ORDINANCE NO. O-34-21

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KAUFMAN, TEXAS APPROVING THE EXECUTION OF A QUITCLAIM DEED TO JESS AND JANICE MURRELL FOR A PORTION OF A TRACT OF LAND KNOWN AS 112 NORTH WASHINGTON STREET (PID 28477); PROVIDING FOR THE INCORPORATION OF PREMISES; AUTHORIZING THE MAYOR TO EXECUTE THE DEED AND ANY NECESSARY COUNTERPARTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Kaufman is a home rule municipality organized under the Constitution and the laws of the State of Texas; and

WHEREAS, on November 18, 1960, J.W. Murrell, Jo Murrell, Mrs. Miles, and Polly Pilcher deeded to the City of Kaufman via a quitclaim deed, (the "Original Deed"), the property described and depicted in the Original Deed, attached hereto and incorporated as if set forth fully herein as Exhibit "A", and depicted in Exhibit "B", (the "Original Property"); and

WHEREAS, inadvertently, a small portion of the Original Property containing an external building wall was included in the legal description of the Original Deed, (the "Property"), such Property being described in Exhibit "C", attached hereto and incorporated as if set forth fully herein; and

WHEREAS, the City Council has determined it necessary and appropriate to adopt this Ordinance to deed the Property back to the Murrells, via a quitclaim deed, attached hereto and incorporated as if set forth fully herein as Exhibit "D", (the "Deed"), as such Property was inadvertently included in the Original Deed.

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

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

SECTION 2. APPROVAL OF DEED. The City Council hereby approves the Deed attached hereto as Exhibit D and authorizes the Mayor to execute the Deed and any necessary counterparts.

SECTION 3. EFFECTIVE DATE. This Ordinance shall take effect immediately from and after its passage.

PASSED AND APPROVED this 26th day of June, 2021.

JEFF JORDAN
MAYOR

ATTEST:

JESSIE HANKS
CITY SECRETARY

APPROVED AS TO FORM:

PATRICIA A. ADAMS
CITY ATTORNEY

Exhibit "A"
Original Deed

THE STATE OF TEXAS
COUNTY OF KAUFMAN

KNOW ALL MEN BY THESE PRESENTS:

WM 437 MAY 141

That we, J. W. Murrell and wife, Jo Murrell, joined by Mrs. A. Miles, surviving widow of A. Miles, and Polly Pilcher, a widow, surviving daughter of A. Miles, deceased, all of the County of Kaufman and State of Texas, for and in consideration of the sum of One and No/100 (\$1.00) Dollars to us in hand paid by the City of Kaufman, a municipal corporation, of the County of Kaufman and State of Texas, the receipt of which is hereby acknowledged, do by these presents **BARGAIN, SELL, RELEASE, AND FOREVER QUIT CLAIM** unto the said City of Kaufman and to the citizens thereof and to the public for public use forever as an alley, all our right, title and interest in and to that certain tract or parcel of land lying in the County of Kaufman, State of Texas, described as follows, to-wit:

Being a part of Block No. 15, original plat of the said City of Kaufman,

BEGINNING at the Northwest corner of ^{Lot} ~~Block~~ No. 4 of said Block No. 15;
THENCE South 25 feet;
THENCE East 25 feet;
THENCE North 25 feet;
THENCE West 25 feet to the place of beginning;

And being the same land conveyed to A. Miles and Mrs. Anna L. Graves by Mrs. C. B. Cate by Warranty Deed dated June 20, 1918, of record in Volume 211, Page 202, Deed Records of Kaufman County, Texas;

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging unto the said City of Kaufman, the Citizens thereof and the public for public use forever as an alley, so that neither we the undersigned grantors nor our heirs, nor any person or persons claiming under us shall, at any time hereafter, have, claim, or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

WITNESS our hands at Kaufman, Texas, this 17th. day of November A. D. 1960.

J. W. Murrell
 J. W. Murrell

Jo Murrell
 Jo Murrell

Mrs. A. Miles
 Mrs. A. Miles

Polly Pilcher
 Polly Pilcher

THE STATE OF TEXAS,
COUNTY OF KAUFMAN

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Jess Murrell, and Jo Murrell, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Jo Murrell, wife of the said Jess Murrell having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Jo Murrell acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 18th day of November A.D. 1960.

THE STATE OF TEXAS,
COUNTY OF KAUFMAN

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Mrs. A. Miles and Polly Pilcher known to me to be the persons whose names 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 15th day of November, A.D. 1960,

STUART T. NASH
 Notary Public, Kaufman County, Tex.

Brownie Henry
 Notary Public in and for KAUFMAN County, Texas

Stuart T. Nash
 Notary Public in and for County, Texas

Exhibit "B" Original Deed Depiction

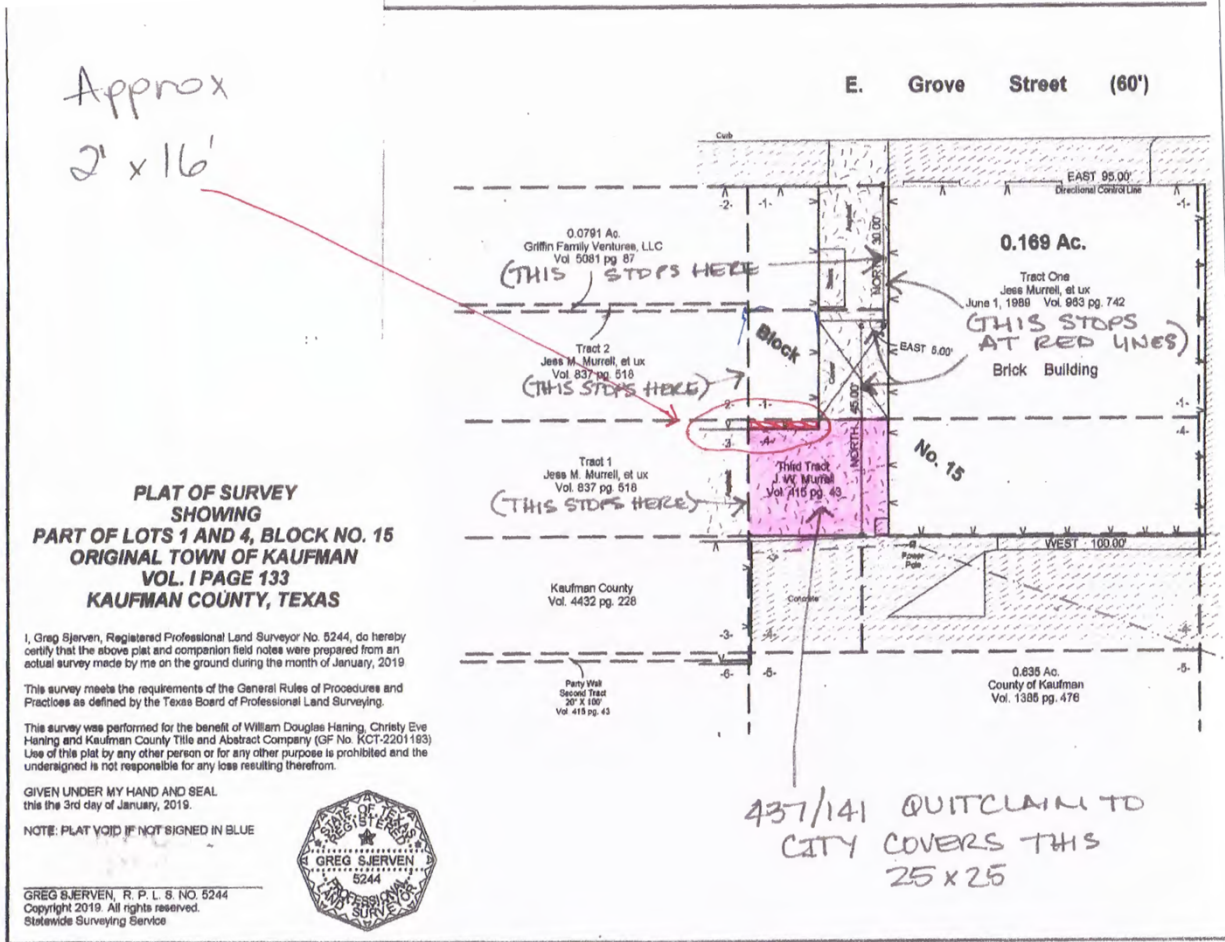


Exhibit "C"
Portion of Lot 4, Block 15

STATEWIDE SURVEYING SERVICES
REGISTERED PROFESSIONAL LAND SURVEYORS

GREG SJERVEN, R. P. L. S.
208 N. WASHINGTON

KAUFMAN, TEXAS 75142

METRO PHONE: (972) 962-6481
FAX: (972) 962-6480

FIELD NOTES FOR JESS MURRELL
PART OF LOT NO. 4, BLOCK NO. 15
ORIGINAL TOWN OF KAUFMAN
KAUFMAN COUNTY, TEXAS

All that certain lot, tract or parcel of land situated within the corporate limits of the City of Kaufman, Kaufman County, Texas, part of Lot No. 4, Block No. 15 of the Original Town of Kaufman, shown by plat of same, recorded in Vol. 1 page 133 of the Deed Records of Kaufman County, Texas and part of that certain tract conveyed to the City of Kaufman by J. W. Murrell, et ux on November 17, 1960, recorded in Vol. 437 page 141 of the Deed Records of Kaufman County, Texas, being more completely described as follows, to-wit:

BEGINNING at a point at the Northwest corner of the above mentioned Lot No. 4, Block No. 15, at the Northeast corner of Lot No. 3, at the Southeast corner of Lot No. 2 and being at the Southwest corner of Lot No. 1.

THENCE EAST, with the North line of said Lot No. 4 and with the South line of Lot No. 1, a distance of 15.60 ft. to a point at the intersection of same with the edge of a building.

THENCE SOUTH, with the edge of said building, a distance of 2.09 ft. to a corner of same.

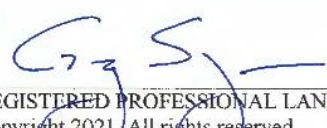
THENCE WEST, with the edge of said building, a distance of 15.60 ft. to a point at the intersection of same with the West line of the above mentioned Lot No. 4 and being in the East line of Lot No. 3.

THENCE NORTH, with the West line of said Lot No. 4 and with the East line of Lot No. 3, a distance of 2.09 ft. to the point of beginning, containing 33 square feet of land.

I, Greg Sjerven, Registered Professional Land Surveyor No. 5244, do hereby certify that the above field notes were prepared from an actual survey made by me on the ground during the month of January, 2019.

GIVEN UNDER MY HAND AND SEAL this the 6th day of July, 2021.

NOTE: FIELD NOTES VOID IF NOT SIGNED IN BLUE.


REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5244
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Statewide Surveying Service
murrell.wp2

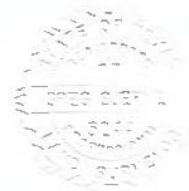


Exhibit “D”

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

QUITCLAIM DEED

STATE OF TEXAS §
 §
COUNTY OF KAUFMAN §

The City of Kaufman, Texas, a home rule municipal corporation ("Grantor"), for and in the consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, has QUITCLAIMED and does QUITCLAIM to Jess & Janice Murrell (together "Grantee"), all of Grantor's right, title, and interest in and to the real property in Kaufman, Kaufman County, Texas, fully described in Exhibit A, a copy of which is attached hereto and incorporated herein, and all improvements located on it, together with all of Grantor's rights, title, and interest in and to the real property subject to all present zoning, deed restrictions, and all utility easements, whether apparent, non-apparent, aerial, surface, or underground ("Property").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances to it in any way belonging, to Grantee, its successors, and its assigns forever, WITHOUT ANY WARRANTIES OR REPRESENTATIONS BY GRANTOR, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF CONDITION, MERCHANTABILITY, HABITABILITY, OR FITNESS FOR A PARTICULAR USE, OR WITH RESPECT TO THE VALUE, PROFITABILITY, OR MARKETABILITY OF THE PROPERTY; so that neither Grantor nor Grantor's heirs, administrators, executors, successors, or assigns will have, claim, or demand any right or title to the Property or any part of it.

Grantee, by acceptance of this deed, acknowledges that Grantor is tax-exempt and Grantee assumes payment of all standby charges, ad valorem taxes, rollback taxes and assessments for the 2021 calendar year and later calendar years not yet due and payable, or rollback taxes hereafter assessed, each to the extent attributable to all or part of the Property.

EXECUTED as of _____, 2021.

[Execution pages follow]

GRANTOR: CITY OF KAUFMAN

By: _____
Jeff Jordan, Mayor

STATE OF TEXAS §
COUNTY OF KAUFMAN §

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

GIVEN UNDER MY HAND AND SEAL this _____ day of _____, 2021.

My Commission Expires:
Texas

Notary Public in and for the State of

ACCEPTED AND AGREED:

GRANTEE: JESS MURRELL

By: _____
Jess Murrell

STATE OF TEXAS §
COUNTY OF KAUFMAN §

BEFORE ME, on this day personally appeared Jess Murrell, 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 this _____ day of _____, 2021.

My Commission Expires:
Texas

Notary Public in and for the State of

ACCEPTED AND AGREED:

GRANTEE: JANICE MURRELL

By: _____
Janice Murrell

STATE OF TEXAS §
COUNTY OF KAUFMAN §

BEFORE ME, on this day personally appeared Janice Murrell, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL this _____ day of _____, 2021.

My Commission Expires:
Texas

Notary Public in and for the State of

Exhibit A Legal Description

STATEWIDE SURVEYING SERVICES REGISTERED PROFESSIONAL LAND SURVEYORS

GREG SJERVEN, R. P. L. S.
208 N. WASHINGTON

KAUFMAN, TEXAS 75142

METRO PHONE: (972) 962-6481
FAX: (972) 962-6480

FIELD NOTES FOR JESS MURRELL
PART OF LOT NO. 4, BLOCK NO. 15
ORIGINAL TOWN OF KAUFMAN
KAUFMAN COUNTY, TEXAS

All that certain lot, tract or parcel of land situated within the corporate limits of the City of Kaufman, Kaufman County, Texas, part of Lot No. 4, Block No. 15 of the Original Town of Kaufman, shown by plat of same, recorded in Vol. I page 133 of the Deed Records of Kaufman County, Texas and part of that certain tract conveyed to the City of Kaufman by J. W. Murrell, et ux on November 17, 1960, recorded in Vol. 437 page 141 of the Deed Records of Kaufman County, Texas, being more completely described as follows, to-wit:

BEGINNING at a point at the Northwest corner of the above mentioned Lot No. 4, Block No. 15, at the Northeast corner of Lot No. 3, at the Southeast corner of Lot No. 2 and being at the Southwest corner of Lot No. 1.

THENCE EAST, with the North line of said Lot No. 4 and with the South line of Lot No. 1, a distance of 15.60 ft. to a point at the intersection of same with the edge of a building.

THENCE SOUTH, with the edge of said building, a distance of 2.09 ft. to a corner of same.

THENCE WEST, with the edge of said building, a distance of 15.60 ft. to a point at the intersection of same with the West line of the above mentioned Lot No. 4 and being in the East line of Lot No. 3.

THENCE NORTH, with the West line of said Lot No. 4 and with the East line of Lot No. 3, a distance of 2.09 ft. to the point of beginning, containing 33 square feet of land.

I, Greg Sjerven, Registered Professional Land Surveyor No. 5244, do hereby certify that the above field notes were prepared from an actual survey made by me on the ground during the month of January, 2019,

GIVEN UNDER MY HAND AND SEAL this the 6th day of July, 2021.

NOTE: FIELD NOTES VOID IF NOT SIGNED IN BLUE.


REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5244
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Statewide Surveying Service
murrell.wp2





Meeting
Date: 7/26/2021

Date: 7/21/2021

Item #: 10.

Dept.: Administration

Discussion Item

SUBJECT:

Consider and take appropriate action on the Storm Drainage Project at Shannon Park.

BACKGROUND:

Need Council direction related to the storm drainage component of the planned improvements to Shannon Park. Estimated cost at this time is \$525,000. This has the potential of delaying park improvements by up to one year depending on Council direction.

Author:
Mike Slye, City Manager

Reviewed:
Mike Slye, City Manager

Cost:

Funds Available:

Source:

Recommendation: Staff is seeking direction from Council on how to proceed with the proposed improvements at Shannon Park.

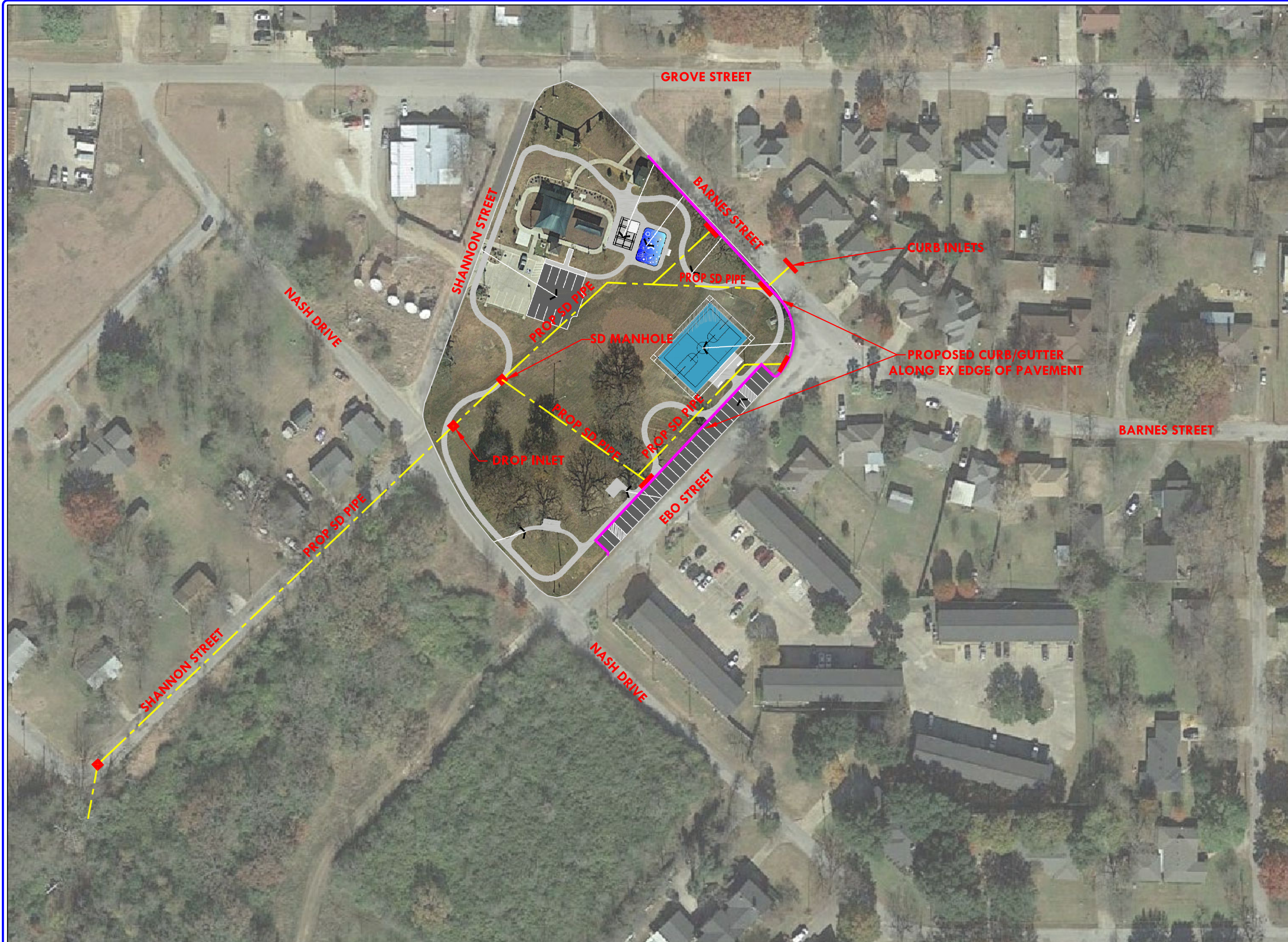
Safe & Secure	Business Friendly/Economic Development	Partnership & Community Involvement	Healthy & Environmentally Cons. Comm.	Financial & OPS Stewardship
☐	☐	☐	☐	☐



teague nall & perkins

5237 N. Riverside Drive Suite 100
Fort Worth, Texas 76137
817.336.5773 ph 817.336.2813 fx
TBPE Registration No. F-230
www.tnpinc.com

**City of Kaufman
Shannon Park
Drainage Improvements**

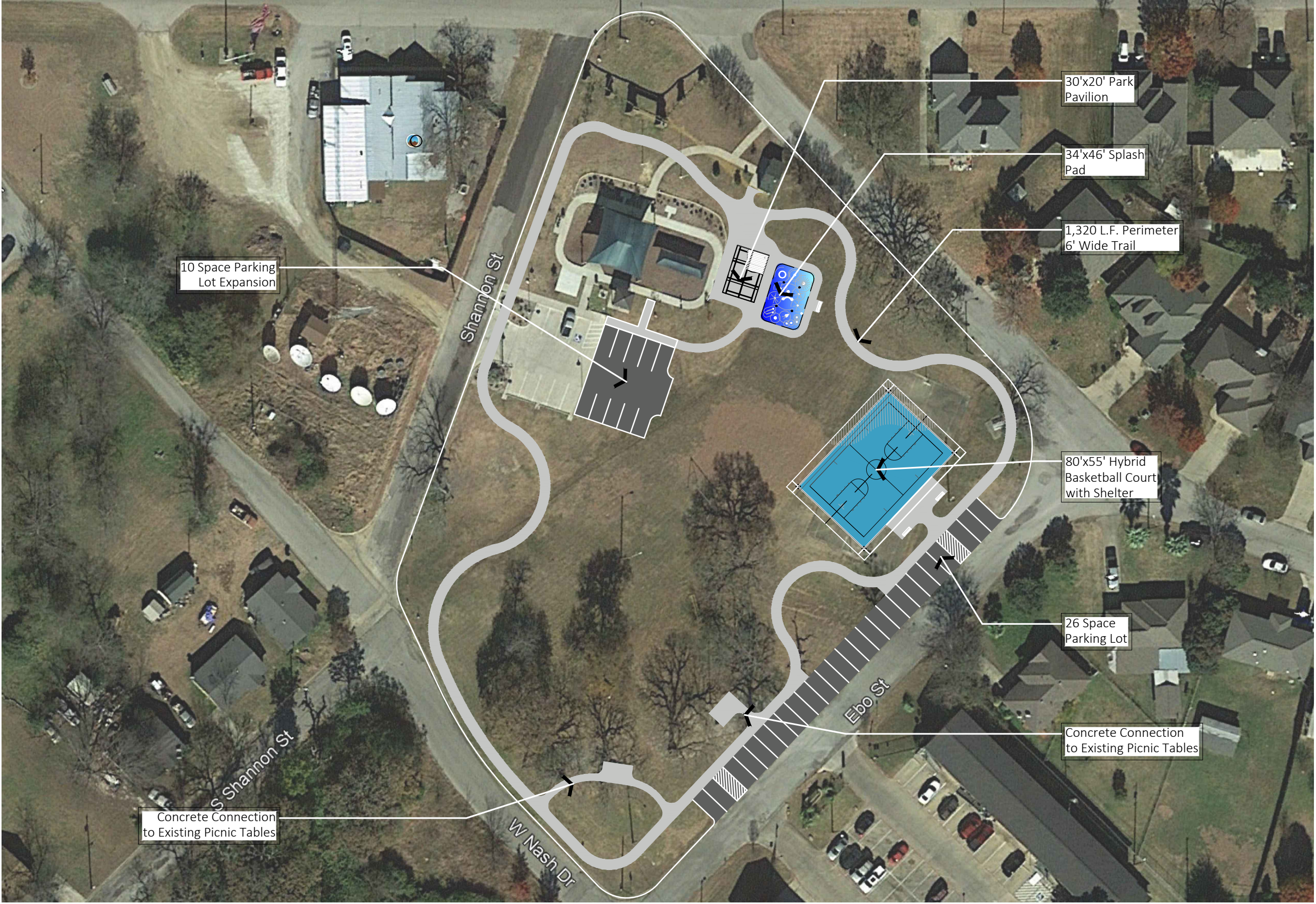


GRAPHIC SCALE



GRAPHIC SCALE: 1" = 100'

June 2021
tnp project no. KAU 21005



Project:
Shannon Park Addition - Splash Pad
Kaufman, TX

Consultant:

**Dunkin
Sims
Stoffels,
Inc.**

LANDSCAPE ARCHITECTS/PLANNERS

622 WEST STATE STREET
GARLAND, TEXAS 75040
PHONE: (214) 553-5118
www.dssland.com

Signed:

Sheet Title:

Concept Master Plan

Date of Issue:

June 2, 2021

Concpet Plan

Sheet No.:

EXHIBIT 'A'

DISCUSSION ITEMS REPORT (DIR)

[illegible]

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	Development Serv	11/28/2019 02/25/2019	1/21/2019	Complete 02/25/2019	
Realtor PID Training	Admin	NA		Complete 4/23/2019	
Fee Schedule Update	Development Serv		6/4/2019	Approved by Council	
Bureau Veritas Contract Update	Development Serv		6/4/2019	Approved by Council	
Park Master Plan Update	Parks &Rec	8/5/2019	10/23/2018	Aproved by Council	
34/243 Signal Installation	Public Works		10/23/2018	Complete	
HR Coordinator	Admin		12/17/2018	Admin/HR Assistant Full-Time Sept. 30	
Agenda Software Installation/Training	Admin		10/23/2018	Complete	
5 Year CIP	Admin	11/25/2019	11/25/2019	Work Session 12/16/19	
Water & Street Impact Fee Update	Development Serv		6/10/2019	Council approved 12/16/19	
Intern Program	HR	TBD	12/10/2019	Policy to Council 3/30/20	3,5
WWTP Finance Application	Finance	11/13/2018	10/23/2018	GTUA Approval	5
PD/FD Safety Equipment Grant	Public Safety	TBD	3/3/2020	Application Submitted	1
Street Maintenance Priorities	PW/Admin		2/27/2019	List Presented to Council/Incorporated into 5 Year CIP	5
Traffic Signal 1388@34 ByPass	Admin		1/28/2020	Final Construction Underway	1
Solid Waste RFP	Admin	TBD	5/18/2020	Contract Finanlized and Approved	4,5
PD Body Camera Grant	PD	4/27/2020	5/19/2020	Grant not awarded	1,5
Civic Center	Admin	7/22/2019		Accepted 01/25/21	2,3
Phase II - Street Bond	Public Works	10/28/2019	10/23/2018	Accepted 01/25/21	5
TxDOT Turnback	Admin	12/17/2018	11/6/2018	Accepted 01/25/21	2,3,5
City Lakes Park Fence	Public Works		1/26/2021	Complete	
Building Official	Development Serv		12/10/2020	Hired	
54-Acre Development	Development Serv	5/18/2020	10/23/2018	PD to Council 05/18/2020	2,3,4
Building Code Update	Development Serv	10/28/2019	6/4/2019	Approved O-28-19	5
Park Dedication Ordinance	Development Serv	1/25/2021	10/23/2018	PH continued to 2/22/2021	4,5
Police Department Server	PD		1/29/2021	Ordered thru TSM	1,5
Tree Mitigation Ordinance	Development Serv		2/24/2021	Approved	4,5
Kaufman Lake	Admin/PW		1/8/2019	Sold April 2021	2,4,5
Downtown Parking	Admin		1/16/2019	2 Hour Parking Signs going up	2
Fire Engine Replacement	FD	1/25/2021	1/25/2021	Lease Approved	1,5

July 18, 2021

To: City of Kaufman

From: Ashley Berryhill, Finance Director

Re: June 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	212	453	216	219	242			2,562
No. Service Days	21	22	19	21	19	14	23	21	20	22			202
Avg. Daily Trips	13.8	10.6	14.1	9.2	12.5	15.1	19.7	10.3	11.0	11.0			12.7

NO. OF TRIPS	PURPOSE
21	Adult Dayhab
0	Education
3	Government
3	Medicaid
77	Medical
37	Nutrition (Senior Center)
15	Other (adult-day care, beauty salon, friend's homes, etc.)
22	Shopping
60	Work
0	Contract Services
4	Vaccination Appointments

ELDERLY AND DISABLED RIDERSHIP	
41	Disabled Trips
136	Elderly (&/or Dis) Trips

177 E & D Total Rides

E & D Percent of Total Trips – 73%

JUNE UNDUPLICATED PASSENGERS
47
YEAR TO DATE UNDUPLICATED PASSENGERS
168

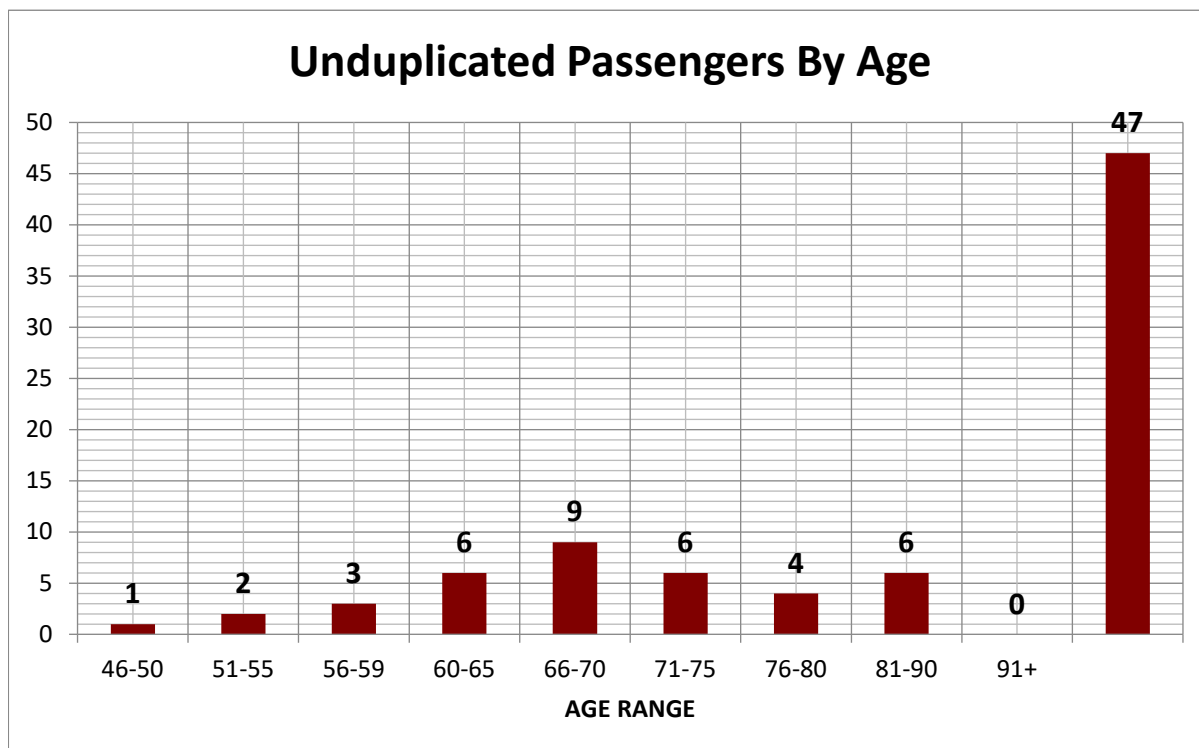


Trip Total	
KAUFMAN TO KAUFMAN	154
KAUFMAN TO OUTSIDE	78
OUTSIDE TO KAUFMAN	10

242

NOSHOW/CANCEL	103
DENIALS	25
Month to Month Unduplicated	47
YTD Unduplicated	168

June 2021 Total D & R Trips	242
-----------------------------	-----



July 12, 2021

To: Kaufman County

From: Ashley Berryhill, Finance Director

Re: June 2021 **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	698	1,081	1,082	824	902			8,989
Service Days	21	22	19	21	19	14	23	21	20	22			202
Avg. Daily Trips	35.7	40.9	44.8	43.5	52.1	49.9	47.0	51.5	41.2	41.0			44.5

KPIs

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

902 **1.49** **232** **27** **20.46 %** **2.38 %**

Total Requests ⓘ Completed Requests ⓘ No Drivers Available Requests ⓘ Request Cancellations ⓘ Request Cancellations (No Show) ⓘ Avg. # of Requests per Rider ⓘ

1069 **848** **1** **220** **25** **6.54**

Avg. Travel Duration ⓘ Avg. Travel Distance ⓘ Mean Wait Time ⓘ Median Wait Time ⓘ Bookings from Admin Panel ⓘ Bookings from Rider App ⓘ Flag Down Bookings ⓘ

10.87 min **3.1 mi** **28.85 min** **14.33 min** **73.28 %** **25.28 %** **1.44 %**

Avg. # Riders per Request ⓘ

4.1

Response Summary:

	Responses	Transports	Exceptions	Compliance %	Transport %
Priority 1 <8:59	21	19	3	86%	90%
Priority 2 <11:59	74	29	0	100%	39%
Priority 3 <14:59	12	5	0	100%	42%
Emergency Transfers<0:29:59	108	108	61	44%	100%
Non-Emergency Transfers<0:15	58	56	13	78%	97%
Helicopter	21	21			
Totals	294	238		98.00%	57.11%

Transport Summary:

	Number	Percentage
Baylor Scott and White Dallas	2	1%
Baylor Scott and White Sunnyvale	3	1%
Baylor Scott and White Lakepointe Rowlett	1	0%
Baylor Scott and White Lakepointe Forney	0	0%
Childrens Medical Center	4	2%
Dallas Regional Medical Center	3	1%
Medical City Dallas	4	2%
Parkland	2	1%
Texas Health-Dallas	81	37%
Texas Health- Kaufman	43	20%
Texas Health -Plano	4	2%
Texas Health-Rockwall	1	0%
UT Health- Athens	0	0%
UT Health- Tyler	3	1%
UT Health- Cedar Creek	0	0%
VA Medical Center Dallas	0	0%
Other Hospitals	22	10%
Nursing home, residence, other	44	20%
	217	100%

	Number	% of Total
Patient Refusal/Treat No Transport	28	50%
Pt is DOS	1	2%
Cancellation- No Patient	27	48%
	56	100%

Average Response Time
City Wide--Emergency Calls

0:04:50

	Responses	Exceptions	
Last 100 Calls			
Priority 1	100	7	93%
Priority 2	100	0	100%
Priority 3	100	0	100%



COUNCIL MONTHLY UPDATE

JUNE 2021

In JUNE the Kaufman Fire Department responded to 168 calls for service.

In June 2020 we responded to 180 calls for service

Performed inspections on new Pet adoption center fire lines and Hydro tests on fire lines.

Had to retrieve a worker out of bucket truck that broke down, he was fine.

There were 5 calls that we were unable to respond to due to being tied up on other calls (EMS, accidents) and no additional personnel responded. Luckily again all 5 were medical emergencies and EMS was available to get to them within 15 minutes.



DEPARTMENT

SNAPSHOT JUNE

Training:

(Fire Ce's)

FIRE HOSE LOADS



(EMS Ce's)

TRAUMA AND SHOCK



DEPARTMENT SNAPSHOT JUNE 2021

- **Incident Response Time
Monthly Average**

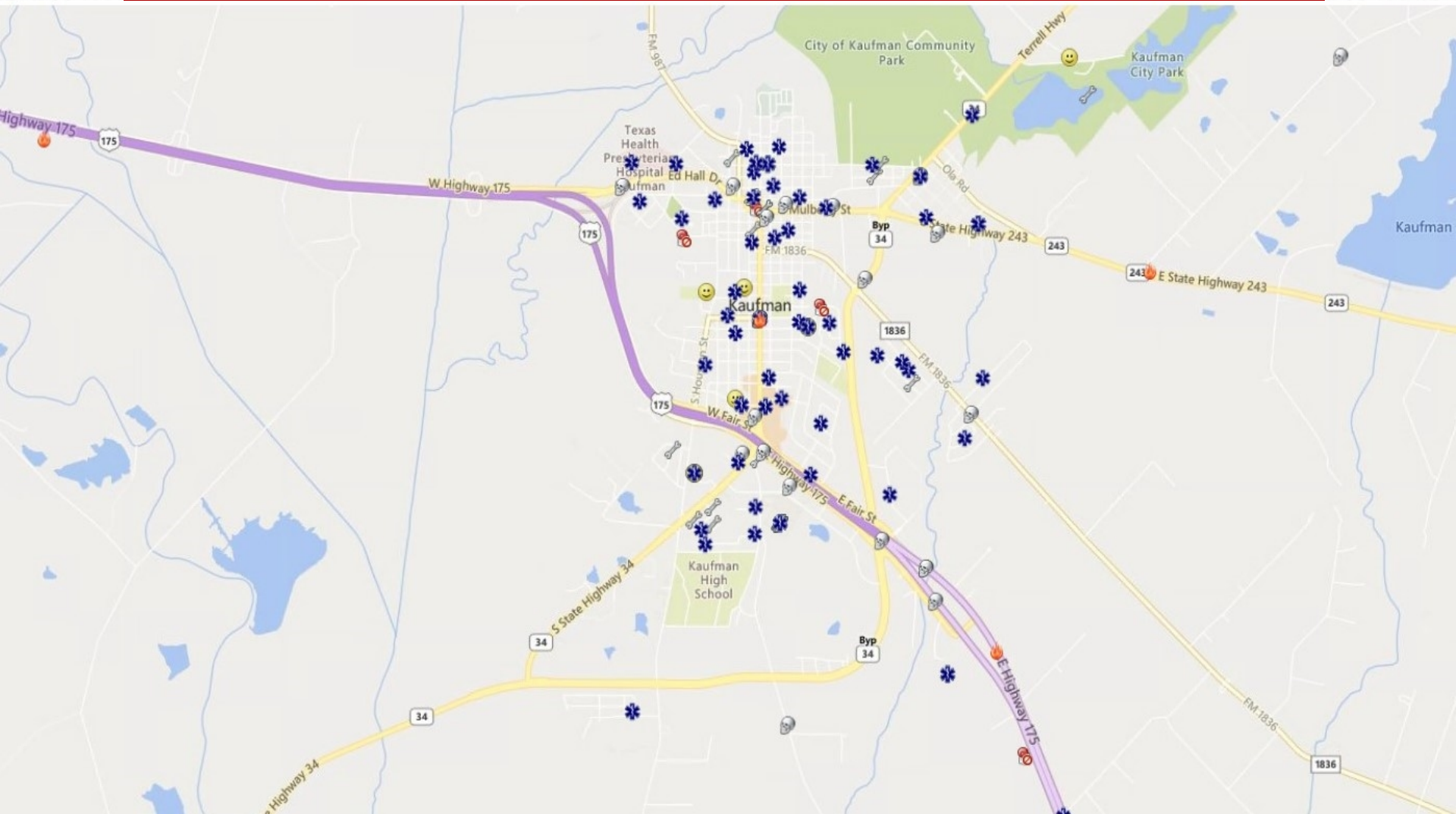
- **June 2021 Monthly
Average Response
Time 5 Minutes 30
Seconds (5.30)**
- **June 2020 Monthly
Average Response
Time 5 Minutes 15
Seconds (5.15)**



DEPARTMENT SNAPSHOT

Inspections	26
Structure Fires	3
Grass/Trash	6
Automobiles	3
Accidents	35
Emergency Medical Calls	93
Haz / Smoke Calls	9
False Alarms	6
Mutual Aid	2
Public Assist Unlocks	12
Total Responses for Month	168

JUNE 2021 Responses



INCIDENT LOCATION MAP JUNE

RED=FIRE INCIDENTS/ACCIDENTS
YELLOW= CANCELLED IN ROUTE

BLUE= MEDICAL INCIDENTS

KAUFMAN POLICE DEPARTMENT

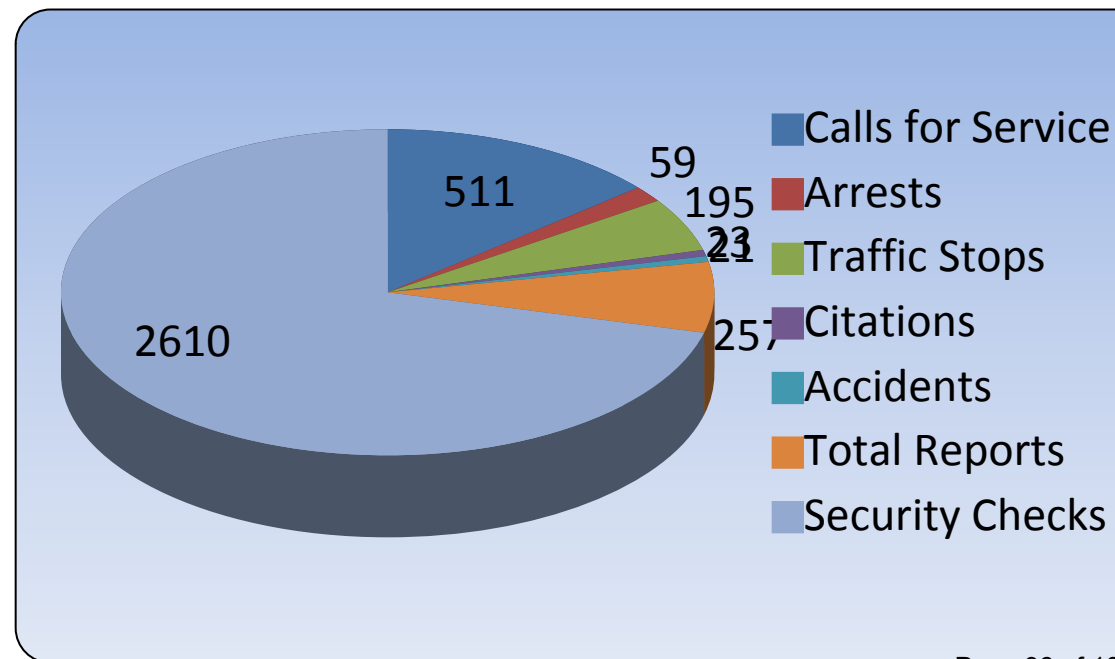
PATROL ACTIVITY JUNE 2021

June 2021, Kaufman Police Department's Patrol Division Activity:

- **511** Calls For Service, Including Accidents
- **21** Traffic Accidents
- Completed **2610** Homes, Parks, & Business Checks
- Completed **195** Traffic Stops
- Completed **214** Incident Reports
- Completed **257** Reports
- Made **59** Arrests
- Average monthly response time to calls is **4:45** minutes.

Other points of interest include:

- Utilized the radar trailer on South Houston Street.
- Increased traffic enforcement on South Houston Street due to citizen complaints of speeding vehicles.



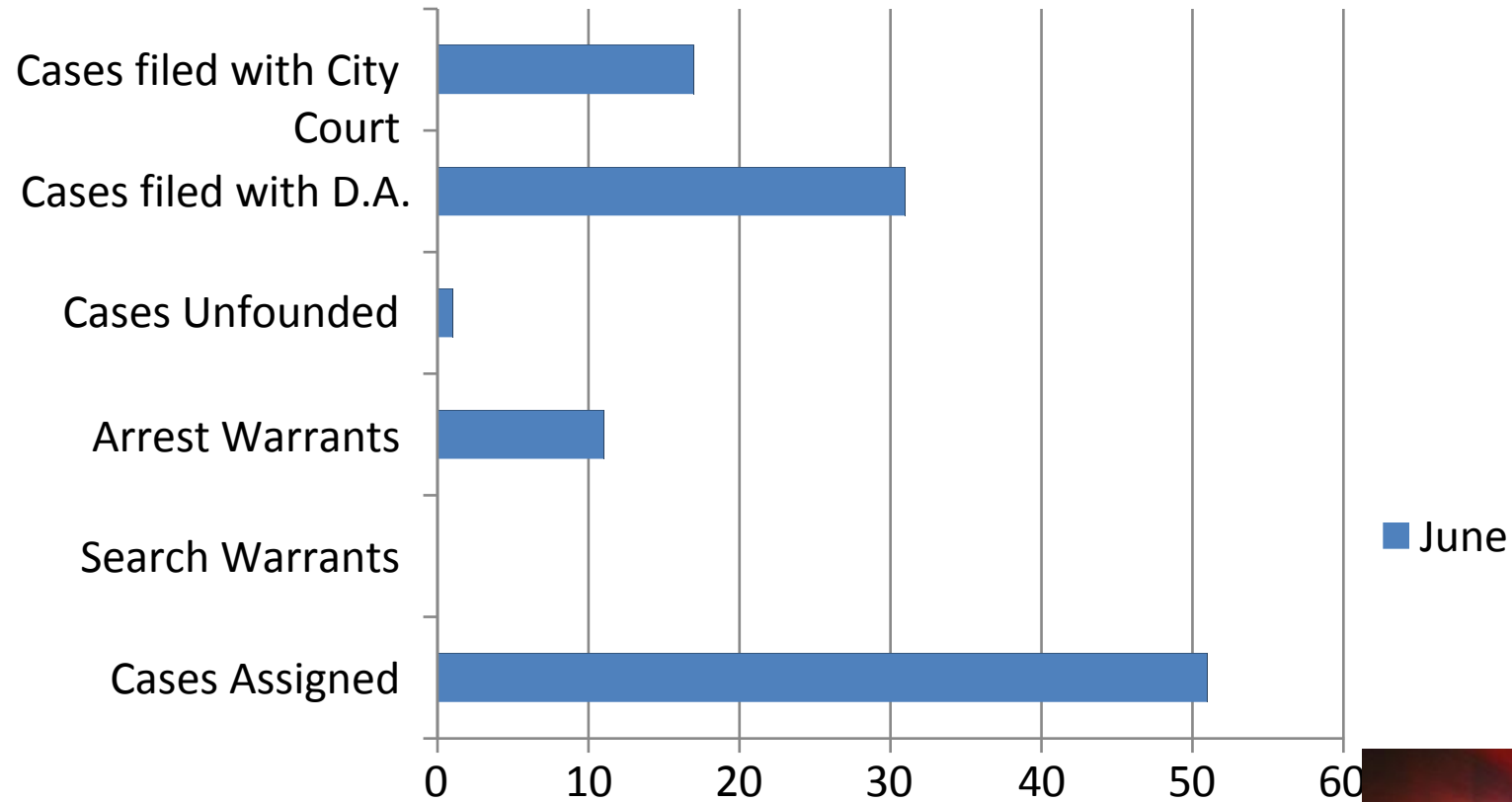
Community Engagement June 2021

Social Media Posts, Facebook Followers 11,050.

Events attended by Kaufman Police Department employees:

- Weekly Shut-Ins Check.
- June 1st Job Fair at Kaufman Civic Center.
- June 5th Senior Connect Hero Benefit Breakfast
- Chief D. Whitaker attended Chief Leadership training in Huntsville, TX.
- (3) New Cadets were introduced to City Council and attending NCTCOG Academy.
- Chief Whitaker attended the Senior Connect Breakfast.



Kaufman Criminal Investigations Division
June 2021

	Cases Assigned	Search Warrants	Arrest Warrants	Cases Unfounded	Cases filed with D.A.	Cases filed with City Court
June	51	0	11	1	31	17





Year to Date - Offenses Known to Police for June 2021

Printed On: 7/9/2021

Agency: TX1290200 - KAUFMAN PD

Page 1 of 2

Classification of Offenses	Offenses Reported	Offenses Cleared	Projected Rate/1000	Last YTD Reported	Percent Change
Animal Cruelty, Total					-
Arson, Total	1		0.13		-
Assault Offenses, Total	26	18	3.28	25	4.00%
Firearm	3	1	0.38	1	200.00%
Knife				1	-100.00%
Other Weapons				2	-100.00%
Personal Weapons	23	17	2.90	21	9.52%
Bribery, Total					-
Burglary/Breaking and Entering, Total	12	7	1.51	15	-20.00%
No Force	4	1	0.50	3	33.33%
Force	8	6	1.01	12	-33.33%
Counterfeiting/Forgery, Total	2		0.25	16	-87.50%
Destruction/Damage/Vandalism of Property, Total	15	3	1.89	18	-16.67%
Drug/Narcotic Offenses, Total	105	101	13.24	78	34.62%
Drug Equipment Violations	21	21	2.65	26	-19.23%
Drug/Narcotic Violations	84	80	10.59	52	61.54%
Embezzlement, Total				2	-100.00%
Extortion/Blackmail, Total				1	-100.00%
Fraud Offenses, Total	13	5	1.64	9	44.44%
False Pretense/Swindle/Confidence Game					-
Hacking/Computer Invasion					-
Identity Theft					-
Impersonation	9	4	1.13	6	50.00%
Credit Card/Automatic Teller Machine Fraud	4	1	0.50	3	33.33%
Welfare Fraud					-
Wire Fraud					-
Gambling Offenses, Total					-
Betting/Wagering					-
Gambling Equipment Violations					-
Operating/Promoting/Assisting Gambling					-
Homicide Offenses, Total					-
Murder and Nonnegligent Manslaughter					-
Negligent Manslaughter					-
Human Trafficking, Total					-
Human Trafficking, Commercial Sex Acts					-
Human Trafficking, Involuntary Servitude					-
Kidnapping/Abduction, Total					-

This report reflects incidents submitted to the Texas Department of Public Safety's Uniform Crime Reporting (UCR) system as applied to your request. UCR is a voluntary program, wherein, participating agencies are required to submit their data annually but have no data frequency submission requirement. As data is submitted, routine data validations are applied to ensure completeness; however, the responsive data contained within this report may have been retrieved from the system prior to being subject to or completing those validation routines, and as such, may contain inaccuracies, be incomplete or not reflect every incident that may have occurred within the specified jurisdiction for the requested timeframe. As such, this report is a reflection of all of the data contained within the TXDPS UCR System at the time of inquiry for the timeframe specified. Every effort has been made to produce the data in the requested format.



Year to Date - Offenses Known to Police for June 2021

Printed On: 7/9/2021

Agency: TX1290200 - KAUFMAN PD

Page 2 of 2

Classification of Offenses	Offenses Reported	Offenses Cleared	Projected Rate/1000	Last YTD Reported	Percent Change
Larceny/Theft Offenses, Total	66	27	8.32	81	-18.52%
Motor Vehicle Theft, Total	11	3	1.39	9	22.22%
Buses					-
Automobiles	8	2	1.01	8	0.00%
Other Motor Vehicles	1		0.13		-
Trucks	1	1	0.13		-
Recreational Vehicles	1		0.13	1	0.00%
Pornography/Obscene Material, Total	2		0.25		-
Prostitution Offenses, Total					-
Assisting or Promoting Prostitution					-
Prostitution					-
Purchasing Prostitution					-
Robbery, Total				2	-100.00%
Firearms				1	-100.00%
Personal Weapons					-
Other Weapons				1	-100.00%
Knife					-
Sex Offenses, Total	3		0.38	2	50.00%
Fondling	2		0.25	1	100.00%
Rape	1		0.13	1	0.00%
Sexual Assault with an Object					-
Sodomy					-
Sex Offenses, Non-Forcible, Total					-
Incest					-
Statutory Rape					-
Stolen Property Offenses, Total	2	1	0.25		-
Weapons Law Violations, Total	7	7	0.88	3	133.33%
Group A Offense, Total	265	172	33.42	261	1.53%
Crimes Against Person, Total	29	18	3.66	27	7.41%
Crimes Against Property, Total	122	46	15.38	153	-20.26%
Crimes Against Society, Total	114	106	14.38	81	40.74%
Officers Killed or Assaulted YTD	0			1	-100.00%

This report reflects incidents submitted to the Texas Department of Public Safety's Uniform Crime Reporting (UCR) system as applied to your request. UCR is a voluntary program, wherein, participating agencies are required to submit their data annually but have no data frequency submission requirement. As data is submitted, routine data validations are applied to ensure completeness; however, the responsive data contained within this report may have been retrieved from the system prior to being subject to or completing those validation routines, and as such, may contain inaccuracies, be incomplete or not reflect every incident that may have occurred within the specified jurisdiction for the requested timeframe. As such, this report is a reflection of all of the data contained within the TXDPS UCR System at the time of inquiry for the timeframe specified. Every effort has been made to produce the data in the requested format.

KAUFMAN POLICE DEPARTMENT ANIMAL CONTROL REPORT JUNE 2021

June 2021, Kaufman Animal Control Responded To-

- 66 Calls For Service
- 1 Follow-up Calls
- Warnings Issued – 1
- Citations Issued – 0
- Traps Set - 4

Animals Captured

On Calls – 32

On View – 0

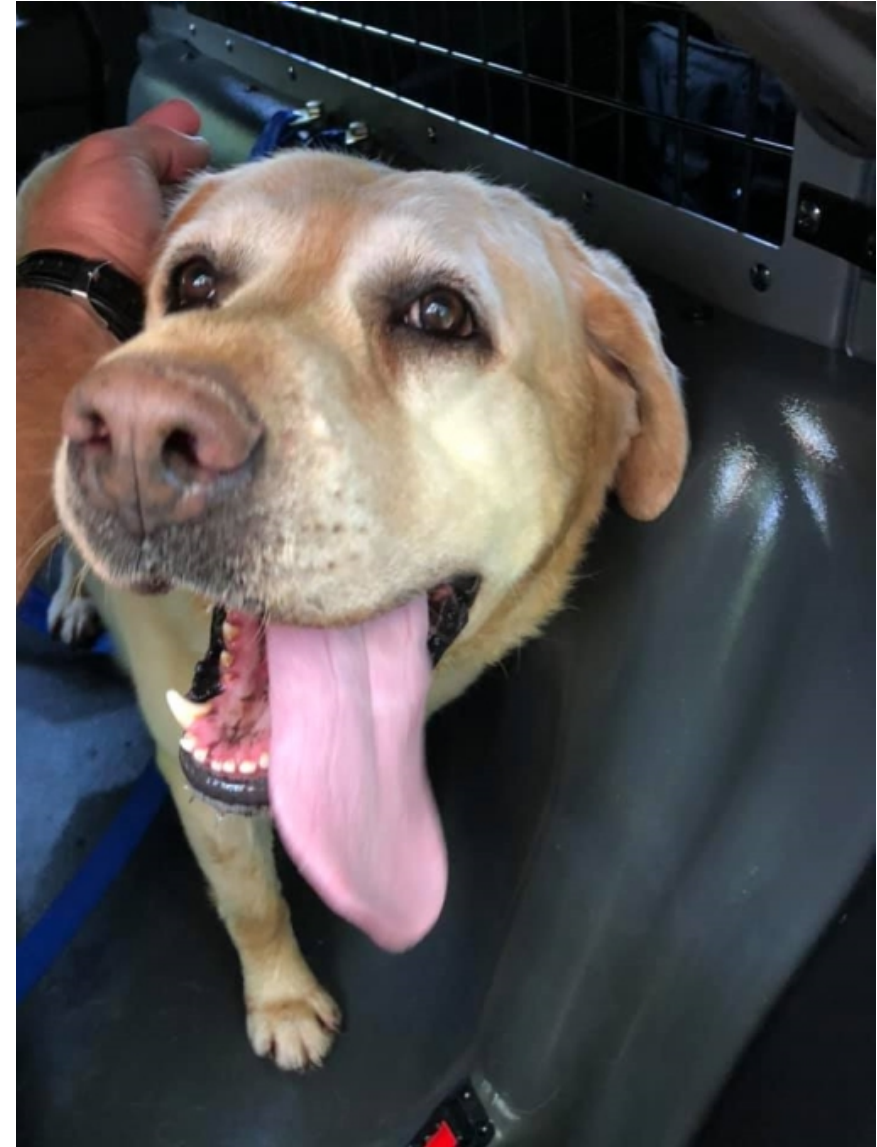
Animals Turned Over

To Owner – 0

To Humane Society – 31

Dead Animals Recovered: - 5

Non-Domestic Animals Captured - 2



DANG IT'S HOT OUTSIDE



Development Services
June Monthly Report
Permits Issued: 06/01/2021-06/30/2021

Permit Title	Project Address	Credential Contacts	Permit Issued Date	Valuation	Project SQ. FT.	Total Fees Collected
Commercial New Building Permit	1906 W Fair Street	Glen Walker (General Contractor)	06/23/2021 at 9:03 AM	\$350,000.00	880.00	\$3,117.26
Driveway, Parking Lot or Sidewalk Permit	304 E 9Th St.	Ness Tijerina (General Contractor)	06/02/2021 at 1:19 PM	\$1,900.00		\$80.00
Driveway, Parking Lot or Sidewalk Permit	1604 Rand Rd.	Daniel Vision (Homeowner)	06/07/2021 at 8:57 AM	\$3,000.00		\$80.00
Driveway, Parking Lot or Sidewalk Permit	1600 Lee St.	Kari Gilbreath (Homeowner)	06/17/2021 at 8:59 AM	\$1,600.00		\$80.00
Electric Permit	850 ED HALL Dr.	Blake Combs (Electrical Contractor)	06/10/2021 at 7:31 AM	\$4,000.00		\$80.00
Electric Permit	1603 Anthony St.	Allen Silva (Electrical Contractor)	06/18/2021 at 10:01 AM	\$12,000.00		\$80.00
Electric Permit	1602 Austin Dr.	David Shields (Electrical Contractor)	06/22/2021 at 8:10 AM	\$1,500.00		\$80.00
Fence Permit	505 Cates Dr.	Steven Jones (Fence Contractor)	06/01/2021 at 7:39 AM	\$3,800.00		\$80.00
Fence Permit	8 CLIMBING TREE Ln.	Shauan Blue (General Contractor)	06/21/2021 at 7:59 AM	\$1,000.00		\$80.00
Irrigation Permit	2705 Tabor Pkwy.	Magin Lagrave (Irrigation Contractor)	06/21/2021 at 9:33 AM	\$5,000.00		\$80.00
Irrigation Permit	4200 S Washington St.	Maria Hankey (Irrigation Contractor)	06/10/2021 at 7:34 AM	\$38,800.00		\$80.00
Mechanical Permit	1500 E 1st North St.	Mathew Perry (Mechanical Contractor)	06/04/2021 at 10:08 AM	\$5,500.00		\$80.00
Moving Permit	710 Rand Rd., 33	Adam Gomez (Moving Contractor)	06/22/2021 at 9:20 AM	\$3,000.00		\$160.00
Plumbing Permit	400 S Houston St.	Jose Trejo (Plumbing Contractor)	06/18/2021 at 3:32 PM	\$1,200.00		\$80.00
Plumbing Permit	109 Silver Trl.	Lawarnc Snell (Plumbing Contractor)	06/02/2021 at 12:08 PM	\$1,000.00		\$80.00
Plumbing Permit	200 E Mulberry St.	Michael Woods (Plumbing Contractor)	06/03/2021 at 9:00 AM	\$3,500.00		\$80.00
Plumbing Permit	2201 Elizabeth St.	Jose Pleitez (Plumbing Contractor)	06/11/2021 at 10:19 AM	\$550.00		\$80.00
Plumbing Permit	200 E 8Th St.	Zebedee Higginbotham (Plumbing Contractor)	06/22/2021 at 1:07 PM	\$10,500.00		\$80.00
Plumbing Permit	807 S Houston	David Kirk (Plumbing Contractor)	06/29/2021 at 9:33 AM	\$5,500.00		\$80.00
Residential Accessory/Carport Permit	1001 Crestview Dr.	Brenda Berry (Homeowner)	06/10/2021 at 12:41 PM	\$2,026.00	64.00	\$100.00
Residential Accessory/Carport Permit	1606 Park St.	Atanacio Escobedo (Home Owner)	06/10/2021 at 2:53 PM	\$1,500.00	300.00	\$80.00
Residential Addition, Remodel or Repair	504 E 1ST NORTH St.	Juan Ramirez (General Contractor)	06/08/2021 at 10:22 AM	\$6,800.00		\$1,116.00
Residential Addition, Remodel or Repair	307 E Grove St.	Jermey Phillips (General Contractor)	06/08/2021 at 10:49 AM	\$2,500.00		\$465.00
Residential Addition, Remodel or Repair	104 Melody Cir.	Sonny Dao (General Contractor)	06/23/2021 at 10:18 AM	\$10,000.00		\$1,116.00
Residential Addition, Remodel or Repair	400 N Washington St.	Mark Mohammadi (General Contractor)	06/03/2021 at 11:22 AM	\$15,000.00		\$606.00
Residential Addition, Remodel or Repair	1500 E 1st North St.	Dwayne Brown (General Contractor)	06/21/2021 at 8:08 AM	\$25,000.00		\$1,036.00
Residential New Permit	806 S Jefferson	Christian Serrano (General Contractor)	06/25/2021 at 3:31 PM	\$200,000.00	2,654.00	\$4,579.32
Residential New Permit	1608 Marshall St.	Jose Rodriguez (General Contractor)	06/08/2021 at 9:52 AM	\$150,000.00	2,208.00	\$4,445.52
Residential New Permit	201 E 10Th St.	Jose Santos (General Contractor)	06/16/2021 at 1:39 PM	\$155,000.00	1,963.00	\$4,372.02
Residential New SF Permit	1609 Park St.	Gary Richardson (General Contractor)	06/07/2021 at 9:43 AM	\$180,000.00	2,235.00	\$5,680.89
Roof (Repair or Replace)	107 N Jackson St.	Roland Browne (General Contractor)	06/22/2021 at 9:02 AM	\$77,015.00		\$80.00
Roof (Repair or Replace)	1207 S WASHINGTON St.	Chris Hartenbach (General Contractor)	06/22/2021 at 1:08 PM	\$10,066.75		\$80.00
Sign Permit	4200 S Washington St.	Teddy Walker (Sign Contractor)	06/01/2021 at 8:27 AM	\$8,000.00		\$100.00
Sign Permit	101 N Jackson St.	Melinda Latham General Contractor)	06/03/2021 at 3:39 PM	\$300.00		\$144.00
Sign Permit	380 E Hwy 175 , 110	Craig Simpson (Sign Contractor)	06/24/2021 at 10:28 AM	\$5,500.00		\$180.00
Sign Permit	380 E Hwy 175 , 110	Craig Simpson (Sign Contractor)	06/24/2021 at 10:35 AM	\$5,500.00		\$180.00
Totals				\$1,307,557.75	10,304.00	\$28,998.01

AUGUST 2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3 Planning & Zoning Meeting	4	5	6 KEDC Planning Retreat	7
8	9	10 Budget Workshop @ 12 pm	11	12	13	14
15	16	17 KEDC	18	19 Parks & Rec Meeting	20	21
22	23 Regular City Council Meeting	24	25	26	27	28
29	30	31				

SEPTEMBER 2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4
5	6 Labor Day- City Hall Closed	7 Planning & Zoning Meeting	8	9	10	11
12	13 Special City Council Meeting	14	15	16 Parks & Rec Meeting	17	18
19	20	21	22	23	24	25
26	27 Regular City Council Meeting	28	29	30		

OCTOBER 2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4	5 Planning & Zoning Meeting	6	7	8	9
10	11	12 KEDC	13	14 Parks & Rec Meeting	15	16
17	18	19	20	21	22 Oktoberfest	23 Oktoberfest
24	25 Regular City Council Meeting	26	27	28	29	30/31 Halloween