



AGENDA
REGULAR CITY COUNCIL MEETING
MONDAY, OCTOBER 25, 2021 - 6:00 PM
CITY HALL COUNCIL CHAMBERS
209 S. WASHINGTON STREET
KAUFMAN, TEXAS 75142
AND VIA VIDEOCONFERENCE/TELECONFERENCE

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

PLEDGE OF ALLEGIANCE

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

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

CONSENT AGENDA

1. Consider and take appropriate action regarding final acceptance of infrastructure for Phase 1B of the Georgetown development
2. Consider and take appropriate action to approve Change Order #2 for the Kaufman WWTP Improvements Project with GTUA as submitted by Red River Construction Company.
3. Consider and take appropriate action on the Final Plat of Lot 1, Block 1, Juniper Pointe Addition, being a tract of land containing 9.008-acres (PIDs 5373, 5377), situated in the D. Falcon Survey, Abstract No. 151, Kaufman County, Kaufman, Texas, and generally located in the 2600 Block of Tabor Parkway. A one lot residential subdivision for a Multi-Family-2 development is proposed. (Case No. FP-12-21)

END OF CONSENT AGENDA

PUBLIC HEARING

4. Conduct a public hearing and consider and take appropriate action on Resolution R-30-21 approving the 5 year update to the City's Capital Improvement Plan.
 - a. Presentation
 - b. Public Hearing
 - c. Consider and take appropriate action on Resolution R-30-21

PLANNING AND ZONING COMMISSION ITEMS

5. Consider and take appropriate action on the Preliminary Plat of Oakdale Estates (requesting to be renamed to Freeman Farm), being a tract of land containing 25.402 acres (PIDs 184130 and 16871) generally located in the 1500 Block of East Highway 175, situated Levi York Survey, Abstract No.609, City of Kaufman, Kaufman County, Texas, and zoned Planned Development - 21 (PD-21). The preliminary plat is for 123 residential lots and 4 common areas. (Case No. PP-04-21)

DISCUSSION/ACTION ITEMS

6. Consider and take appropriate action to renew the City's contract with the law firm of Linebarger Goggan Blair & Sampson, LLP, for the firm's provision of all legal services necessary to collect delinquent property taxes and utility bills within the City.
7. Consider and take appropriate action on Resolution R-31-21 approving the City's participation in the global opioid settlement; discussion of potential uses for settlement funds and estimated allocation for the City; directing the Mayor or his designee to execute necessary documents related to the opioid settlement; and providing an effective date.
8. Consider and take appropriate action on Ordinance O-50-21 amending the City of Kaufman's Code of Ordinances by repealing Article XI, "Unsafe Buildings", of Chapter 22, "Buildings and Building Regulations", and adopting a new Article IX, "Unsafe Buildings" of Chapter 22, establishing updated standards for the Building Standards Commission, authorizing the Commission to hear and determine cases concerning alleged violations of City ordinances regulating buildings codes, fire safety of a building, dangerously damaged or deteriorated buildings, and substandard buildings; providing minimum property standards; providing procedures for proceedings of the Commission; providing for an appeal; authorizing the Commission to assess civil penalties; providing a criminal penalty not to exceed \$2,000 for each day or part thereof when a violation exists; and providing an effective date
9. Consider and provide staff direction regarding the issuance of a request for proposals to obtain professional services to assist with procurement action for TxCDBG- Coronavirus Community Resiliency Program Grant.

ANNOUNCEMENTS AND REPORTS FROM CITY MANAGER

10. Receive an update and discussion regarding the following:
 - a. CDGG-CV grant timeline
 - b. Discussion Items Report (DIR)
 - c. STAR Transit Ridership Report- September 2021
 - d. Careflite Compliance Report- September 2021
 - e. Fire Department Monthly Report- September 2021
 - f. Police Department Monthly Report- September 2021
 - g. Development Services Monthly Report- September 2021
 - h. Monthly Calendars Attached

EXECUTIVE SESSION

11. The City Council will recess into Executive Session pursuant to Texas Government Code, Chapter 551, for an executive session regarding the following:
 - a. Sec. 551.072. DELIBERATION REGARDING REAL PROPERTY; CLOSED MEETING. A governmental body may conduct a closed meeting to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person regarding: Kaufman County Properties

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

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

ADJOURNMENT

I, MYRA MANRIQUEZ, INTERIM 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 DAY, MONTH DD, YYYY AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULE TIME OF SAID MEETING.



MYRA MANRIQUEZ
INTERIM CITY SECRETARY



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

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

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



Meeting
Date: 10/25/2021

Date: 09/16/2021

Item #: 1.

Dept.: Administration

Consent Agenda

SUBJECT:

Consider and take appropriate action regarding final acceptance of infrastructure for Phase 1B of the Georgetown development

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
☐	☐	☐	☐	☐

CHANGE ORDER No. 2

ENGINEER'S Project No.: 19018

PROJECT: GTUA/Kaufman Wastewater System Improvements –
Kaufman WWTP Improvements

CONTRACTOR: Red River Construction Company

ORIGINAL CONTRACT Amount: \$ 3,318,803.00 CONTRACT Date: May 18, 2020

TO: Red River Construction Co.
CONTRACTOR

You are directed to make the changes noted below in the subject Contract:

GTUA on behalf of City of Kaufman
Owner

By: _____

Dated: _____

NATURE OF CHANGES: During construction activities, several pipelines were discovered to be in a different location and/or elevation from those shown on the available existing plant construction plans. Field adjustments were required in order to accommodate the existing pipelines. In addition, the bar screen structure was shifted to accommodate the existing underground piping and an unknown structure. Attached is a detailed breakdown of the cost associated with each item.

- 1) Line 3 – A new 18" plug valve was added to the interconnect between the existing aeration basin and existing clarifier #3. Per discussions with the Operator, this valve would allow for better isolation of the clarifier for maintenance and also allow for continued operation during construction. (Add \$48,482.97)
- 2) Line 4 – Additional fittings were added to the scum line to enable the connection to the existing scum line. (Add \$91.08)
- 3) PVC Drain Line @ Existing Lift Station – The drain line required modification due to underground conflicts. (Add \$1,204.89)
- 4) Line 7 Connection – The chlorine contact influent line was adjusted to connect to the existing 24" pipeline between the filter and the existing effluent box. This switch required fittings and a new 24" valve. This would allow for continued operation of the plant, and more specifically the non-potable water system, during construction activities. This will also allow for isolation during facility maintenance. (Add \$28,196.47)
- 5) Bar Screen Structure Relocation – The bar screen location was adjusted from the original location in order to facilitate an easier connection to the existing system. (Deduct \$8,212.53)
- 6) Piping Replacement Between Bar Screen & Grit System – Upon excavation of the existing manhole and piping between the bar screen and grit system it was discovered that the existing piping is in very poor condition and would be difficult to utilize with the new junction box connection the new bar screen, existing bar screen and grit system. The junction box was redesigned to allow for removal of the poor piping. (Add \$17,711.85)

- 7) Buried Structure Demolition – Upon removal of the existing slab adjacent to the existing bar screen, a manhole type structure was discovered. It needs to be removed in order for the new bar screen to connect to the grit system. (Add \$4,809.65)

These changes result in the following adjustment of Contract Price and Contract Time:

Original Contract Price:	\$ <u>3,318,803.00</u>
Change Order No. 1:	\$ <u>(341,600.00)</u>
Change Order No. 2:	\$ <u>92,284.39</u>
New Contract Price:	\$ <u>3,069,487.39</u>
Percent Change:	<u>7.5%</u>

The Above Changes are Recommended for Approval:

Freeman-Millican, Inc.
Engineer

By: Mark D. Hill
Mark D. Hill, P.E.

Dated: 22 SEP 21

Red River Construction Co
Contractor

By: Steven Summerhays

Dated: 9/22/2021

Contingency Allowance Request #5B

PROJECT:	<u>GTUA City of Kaufman WWTP Improvements</u>	PROJECT NUMBER	
OWNER:	<u>City of Kaufman, Texas</u>	TWDB #73847	
CONTRACTOR:	<u>RED RIVER CONSTRUCTION CO.</u>	347	
ENGINEER:	<u>Freeman-Millican, Inc.</u>	19018	
REFERENCE:	<u>Yard Piping Changes and Bar Screen Relocation</u>	Date:	<u>Sep. 22, 2021</u>

The Contractor proposes to make the following additions, modifications, or deletions to the Work described in the Contract Documents:

<u>Line 3:</u>		
1 LS	Piping and Valves (See attached quote)	\$38,948.06
1 LS	Safety Supplies	\$45.00
1 LS	Small Tools	\$125.00
1 LS	Fuel, Oil, & Grease	\$150.00
16 MH	Pipe Installation Labor @ \$23/Hr.	\$368.00
12 MH	Hand Excavate and Backfill Labor @ \$23/Hr.	\$276.00
18 MH	Equipment Operator @ \$26/Hr.	\$468.00
8 MH	Superintendent @ \$50/Hr.	\$400.00
50%	Labor Burden	\$756.00
Subtotal:		\$41,536.06
15%	Contractors Fee	\$6,230.41
1.5%	Bond Fee	\$716.50
TOTAL:		\$48,482.97

<u>Line 4:</u>		
1 LS	4" SDR 26 Fittings (See attached quote)	\$78.03
Subtotal:		\$78.03
15%	Contractors Fee	\$11.70
1.5%	Bond Fee	\$1.35
TOTAL:		\$91.08

<u>PVC Drain Line @ Exisiting Lift Station:</u>		
1 LS	10" Pipe & Fittings (See attached quote)	\$1,032.25
Subtotal:		\$1,032.25
15%	Contractors Fee	\$154.84
1.5%	Bond Fee	\$17.81
TOTAL:		\$1,204.89

<u>Line 7 Connection:</u>		
1 LS	Valve & Piping (See attached quote)	\$25,159.00
-1 LS	SOV Item 15.024 Credit	(\$2,700.00)
1 LS	Small Tools	\$25.00
1 LS	Safety Supplies	\$25.00
1 LS	Fuel, Oil, & Grease	\$150.00
14 MH	Pipe Installation Labor @ \$23/Hr.	\$322.00
21 MH	Hand Excavate & Backfill Labor @ \$23/Hr.	\$483.00
6 MH	Equipment Operator @ \$26/Hr.	\$156.00
2 MH	Supervision @ \$47/Hr.	\$94.00
50%	Labor Burden	\$527.50
Subtotal:		\$24,241.50
15%	Contractors Fee	\$3,538.28
1.5%	Bond Fee	\$416.70
TOTAL:		\$28,196.47

Bar Screen Structure Relocation:

-1 LS	SOV Item 15.037 Credit - 30" Plant Influent	(\$17,000.00)
-1 LS	SOV Item 15.038 Credit - 6' Diameter Manhole	(\$5,500.00)
-1 LS	SOV Item 1.013 Credit - SS Weir Box	(\$2,400.00)
60 LF	SOV Item 15.040 - 1.5" & 2" WL @ Headworks	\$1,500.00
28 LF	SOV Item 1.006 - 24" PVC Piping	\$3,290.84
10 CY	Flowable Fill to Plug Ex. Bar Screen Influent	\$1,400.00
10 CY	Concrete Collar	\$1,500.00
1 LS	Bypassing	\$7,835.00
1 LS	Small Tools	\$275.00
1 LS	Safety Supplies	\$75.00
14 MH	Concrete/Flowable Fill Labor @ \$23/Hr.	\$322.00
6 MH	Supervision @ \$50/Hr.	\$300.00
50%	Labor Burden	\$311.00
Subtotal:		(\$8,091.16)
15%	Contractors Fee	\$0.00
1.5%	Bond Fee	(\$121.37)
TOTAL:		(\$8,212.53)

Piping Replacement Between Bar Screen and Grit System:

2 Wks	Bypass Pumping	\$7,397.50
1 LS	Bypass Pumping Fuel	\$2,875.00
1 LS	Misc. Bypass Pumping	\$550.00
-4 CY	Concrete Credit	(\$580.00)
1 LS	Waterstop & Keyway	\$250.00
1 LS	Hilti Epoxy	\$550.00
28 ft ²	Aluminum Grating	\$670.00
1 LS	Galvanized Grating Embeds	\$125.00
1 LS	Safety Supplies	\$125.00
80 MH	Bypass Pumping Labor @ \$25/Hr.	\$2,000.00
3 MH	Supervision @ \$47/Hr.	\$141.00
50%	Labor Burden	\$1,070.50
Subtotal:		\$15,174.00
15%	Contractors Fee	\$2,276.10
1.5%	Bond Fee	\$261.75
TOTAL:		\$17,711.85

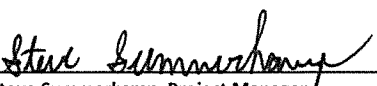
Change of Conditions - Buried Structure Demolition

1 LS	Hydraulic Jackhammer	\$500.00
1 LS	Trucking	\$250.00
1 LS	Excavator	\$1,000.00
1 LS	Concrete Haul-off	\$1,400.00
16 Hrs	Equipment Operator @ \$26/Hr.	\$416.00
8 Hrs	Hand Excavate Labor @ \$23/Hr.	\$184.00
1 LS	Safety Supplies	\$25.00
1 LS	Fuel, Oil, & Grease	\$125.00
1 LS	Water, Ice, Cups	\$9.00
3 MH	Supervision @ \$47/Hr.	\$141.00
50%	Labor Burden	\$70.50
Subtotal:		\$4,120.50
15%	Contractors Fee	\$618.08
1.5%	Bond Fee	\$71.08
TOTAL:		\$4,809.65

Proposal Total: \$92,284.39

Requested Days if Accepted: 28 weeks for delivery of the 24" Butterfly Valve

Prepared by Red River Construction Company, Inc.

By: 
 Steve Summerkamp, Project Manager



Bid Proposal for GTUA Kaufman Change order #2 & #3 August 2021 Update

CUSTOMER	RED RIVER CONSTRUCTION CO INC 2804 CAPITAL ST WYLIE, TX 75098 Contact: Steve Summerkamp (T) 214-356-4930 steven.summerkamp@redriverconstruction.com	Job GTUA Kaufman Change order #2 & #3 August 2021 Update Kaufman, TX Kaufman County Engineer: Freeman-Millican Bid Date: 08/23/2021 05:00 pm Bid #: 1954235
	Sales Representative Jeff McCord (M) 817-876-1151 (T) 469-498-1880 (F) 844-756-6513 Jeff.McCord@coreandmain.com	Core & Main 6959 State Hwy 276 Royse City, TX 75189 (T) 972-635-2722
NOTES	THIS QUOTE REPRESENTS OUR INTERPRETATION OF MATERIAL WE MAY FURNISH FOR THIS JOB AND IS NOT GUARANTEED AS TO ACCURACY OF SIZES, QUANTITIES OR OTHER DESCRIPTIONS. CORE & MAIN IS NOT LIABLE FOR DELIVERY DELAYS, CANCELLATIONS OR PRICE INCREASES RESULTING FROM ANY CAUSE BEYOND OUR CONTROL. THESE INCLUDE BUT ARE NOT LIMITED TO: MANUFACTURERS' SHORTAGES, AVAILABILITY OR TIMELINESS OF TRANSPORTATION, MATERIAL, FUELS, OR SUPPLIES.	



Bid Proposal for GTUA Kaufman Change order #2 & #3 August 2021 Update

RED RIVER CONSTRUCTION CO INC

Job Location: Kaufman, TX

Engineer: Freeman-Millican

Bid Date: 08/23/2021 05:00 pm

Core & Main 1954235

Addendum: 1, 2 (05/08/2020)

Core & Main

6959 State Hwy 276

Royse City, TX 75189

Phone: 972-635-2722

Fax: 972-635-9325

Seq#	Qty	Description	Units	Price	Ext Price
DUE TO CURRENT SUPPLY CHAIN DISRUPTIONS, MATERIALS ARE SUBJECT TO PRICING AT TIME OF SHIPMENT. MATERIAL AVAILABILITY AND TIMELINESS OF SHIPMENTS CANNOT BE GUARANTEED. THIS TERM SUPERSEDES ALL OTHER CONTRACTUAL PROVISIONS.					
This project is being bid in accordance with AIS requirements					
10		LINE #3			
20	2	18 MJ PLUG VALVE	EA	11,410.59	22,821.18
		AIS, DEZURIK, AS SUBMITTED			
40	1	18 MJ TEE C153 P401 USA	EA	4,709.26	4,709.26
50	1	18 MJ L/P SLV C153 P401 USA	EA	2,076.86	2,076.86
60	3	18 MEGALUG 2018PEC 316SS W/ACC F/C900 2018PECSS16	EA	736.81	2,210.43
		INCLUDES 316SS T-BOLTS & GSKT FOR USE ON C900 PVC			
		2018PECDSS16			
100	7	18 MEGALUG 2018PEC 316SS W/ACC F/C900 2018PECSS16	EA	736.81	5,157.67
		INCLUDES 316SS T-BOLTS & GSKT			
		EBAA NOT APPRVD FOR SDR35 PVC			
		2018PECDSS16			
140	7	18 MJXSWR SDR35 TRANS GASKET	EA	141.50	990.50
150	2	BHFI 340-1 SET (SWR) 10" VALVE BOX COMPLETE "SEWER", USA	EA	95.05	190.10
		BOX COMPLETE "SEWER" LID			
170	2	7" VLV EXT STEM F/2" NUT SST	EA	396.03	792.06
180***	14	18 PVC SDR35 SWR PIPE (G) 14'	FT	51.11	715.54
		ORDERED JULY 2021			
200	1	18 MJ 90 C153 P401 USA	EA	2,889.36	2,889.36
210	1	18 MEGALUG 1118DEC 316SS W/ACC F/C900 2018PECSS16	EA	689.88	689.88
		INCLUDES 316SS T-BOLTS & GSKT			
		FOR USE ON DIP			
		11118DECDSS16			
260		LINE #4			
270	1	4X4 HW SWR SDR26 WYE GXG	EA	55.59	55.59
280	1	4 HW SWR SDR26 45 GXG	EA	22.44	22.44
300		BAR SCREEN EFF TO J-BOX			
310***	56	24 PVC SDR26 HW SWR PIPE (G) 14'	FT	117.53	6,581.68
		ORDERED JULY 2021			
340		PVC DRAIN LINE @ LS			

#38,948⁰⁶

↑ Kaufman

↓ R.R.

#3,290⁸⁴

#3,290⁸⁴

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#3,290⁸⁴

*** Quoted By Others

08/23/2021 - 9:15 AM

THIS QUOTE IS NOT A CONTRACT TO SUPPLY MATERIAL OR GUARANTEE OF PRODUCT AVAILABILITY.

FOB JOB SITE FOR FULL TRUCK LOADS. FREIGHT CHARGES MAY APPLY FOR PARTIAL SHIPMENTS.

Actual taxes may vary

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Bid Proposal for GTUA Kaufman Change order #2 & #3 August 2021 Update

Bid #: 1954235

Seq#	Qty	Description	Units	Price	Ext Price
350	1	10 MEGALUG 2010PEC 316SS W/ACC F/C900 2018PECSS16 INCLUDES 316SS T-BOLTS & GSKT FOR USE ON C900 PVC 2010PECDSS16	EA	383.65	383.65
390***	20	10 PVC C900 DR18 PIPE (G) 20' PC235 ORDERED JULY 2021	FT	32.43	648.60
420		LINE #1			
430	1	18 MEGALUG 2018PEC 316SS W/ACC F/C900 2018PECSS16 INCLUDES 316SS T-BOLTS & GSKT EBAA NOT APPRVD FOR SDR35 PVC 2018PECDSS16	EA	736.81	736.81
470	1	18 MJXSWR SDR35 TRANS GASKET	EA	141.50	141.50
490		24" FROM PREV SUBMIT CO#2			
500	1	24 MJ BUTTERFLY VALVE AIS, DEZURIK, AS SUBMITTED	EA	8,796.48	8,796.48
520	1	24 MJ TEE C153 P401 USA	EA	7,033.34	7,033.34
530	1	24 MJ S/P SLV C153 P401 USA SHORT PATTERN 24"X9-1/2" LONG	EA	2,664.82	2,664.82
550	6	24 MEGALUG 2024PEC 316SS W/ACC F/C900 2024PECSS16 INCLUDES 316SS T-BOLTS & GSKT FOR USE ON C900 PVC 2024PECDSS16	EA	1,028.88	6,173.28
590	1	BHFI 340-1 SET (SWR) 10" VALVE BOX COMPLETE "SEWER", USA BOX COMPLETE "SEWER" LID	EA	95.05	95.05
610	1	7' VLV EXT STEM F/2" NUT SST	EA	396.03	396.03
Sub Total					-\$76,972.11
Tax					0.00
Total					-\$76,972.11

1,032²⁵

R. R.

25,159⁰⁰

Branch Terms:

Please understand all material pricing and availability is unstable at this time. If you are the successful bidder, please inform Core & Main as soon as possible to secure pricing. Delivery will need to be taken when available. We cannot be responsible for storage of material. This is strictly on the Contractor and Owner to secure a location for stored materials. If delivery cannot be taken, pricing is subject to change to market price at time of delivery. We apologize for this inconvenience but it is currently out of our control.

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT:

<https://coreandmain.com/TandC/>

*** Quoted By Others

08/23/2021 - 9:15 AM

THIS QUOTE IS NOT A CONTRACT TO SUPPLY MATERIAL OR GUARANTEE OF PRODUCT AVAILABILITY.
FOB JOB SITE FOR FULL TRUCK LOADS. FREIGHT CHARGES MAY APPLY FOR PARTIAL SHIPMENTS.
Actual taxes may vary

Page 3 of 3

BARCO PUMP

940 Hensley Lane
Wylie, Texas 75098
(214) 428-5691 • Fax (214) 428-6777

1 wk \$3,685-
1 lt. mobilization \$3,500-
1 lt Fuel \$650-
Total: \$7,835-

Quotation

Customer Red River Construction Date 06/23/2021
Project _____
Address _____
City/State/Zip Kaufman, TX
Email Steven.Summerkamp@redriverconstruction.com Phone 214-538-5829
Edgar.perez@redriverconstruction.com
Attention To Steven Summerkamp & Edgar Perez

Qty	Part No	Description	Cost/Day	Cost/Week	Cost/4WEEKS
2	P06A	PRIMARY PUMPS PA6A-QSB4.5 W/AUTO START	450.00	1350.00	4050.00
2	P06A	BACK UP PUMPS PA6A-QSB4.5	225.00	675.00	2025.00
3	HGM1	MANIFOLD DUAL IN SINGLE OUT	225.00	450.00	900.00
80FT	HPP8	RIGID DISCHARGE 6"	80.00	160.00	320.00
80FT	HS08	KANALINE SUCTION 6"	80.00	160.00	320.00
300FT	PY08	8" HDPE PIPE BARB X BARB	150.00	300.00	600.00
1	HMSC	Auto Dialer System	375.00	750.00	1500.00
RENTAL TOTAL			\$1,360.00	\$3,685.00	\$9,395.00
Mobilization			\$3500.00		
Demobilization			\$1900.00		

ANY CHANGES MADE AFTER THE QUOTE HAS BEEN ACCEPTED WILL LEAD TO ADDITIONAL COSTS AND LEAD TIME

Delivery: _____ Quoted By Chris Sommer
Alia Cruz 214-603-9757
Terms: _____ Note: This proposal may be withdrawn by us if not
accepted within 30 days.

ACCEPTANCE OF PROPOSAL. The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____

Date Accepted: _____

Title: _____



Meeting
Date: 10/25/2021

Date: 10/15/2021

Item #: 3.

Dept.: Development
Services

Consent Agenda

SUBJECT:

Consider and take appropriate action on the Final Plat of Lot 1, Block 1, Juniper Pointe Addition, being a tract of land containing 9.008-acres (PIDs 5373, 5377), situated in the D. Falcon Survey, Abstract No. 151, Kaufman County, Kaufman, Texas, and generally located in the 2600 Block of Tabor Parkway. A one lot residential subdivision for a Multi-Family-2 development is proposed. (Case No. FP-12-21)

BACKGROUND:

See the attached October 5, 2021 Planning and Zoning Commission report.

Author:

Marcy Ratcliff, Development Services Director

Reviewed:

Mike Slye, City Manager

Cost: N/A

Funds Available: N/A

Source: N/A

Recommendation: The Planning and Zoning Commission on October 5, 2021 recommended approval of the Final Plat of Lot 1, Block 1, Juniper Pointe Addition by a vote of 6-0.

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



Planning and Zoning Commission Report

Meeting Date: October 5, 2021

Consent: No

Discussion/Action: Yes

SUBJECT: Consider and make a recommendation to City Council on the **Final Plat of Lot 1, Block 1, Juniper Pointe Addition**, being a tract of land containing 9.008-acres (PIDs 5373, 5377), situated in the D. Falcon Survey, Abstract No. 151, Kaufman County, Kaufman, Texas. The property is generally located in the 2600 Block of Tabor Parkway. A one lot residential subdivision for a Multi-Family-2 development is proposed. (Case No. FP-12-21)

BACKGROUND/PURPOSE:

A 5.366-acre portion of the property was rezoned from Commercial (C) to Multi-Family -2 (MF-2) on May 24, 2021. The remaining 3.642-acres was already zoned Multi-Family-2 (MF-2). The MF-2 district allows a maximum density of 24 units per acre. The Preliminary Plat and Site Plan were approved by City Council on August 23, 2021.

Typically, a subdivision is required to have two separate entrances and exits, so in case of an emergency, if one entrance/exit is blocked there is another entrance/exit available. However, in this instance it is physically impossible to have two separate entrances and exits, because the property is surrounded by existing development on all sides. The Fire Department devised a compromise for the two separate entrance and exit requirement that met the spirit of the Subdivision Ordinance.

The property has 209.77 feet of frontage on Tabor Parkway, which allows room for two separate 24-foot driving lanes divided by a 5-foot median to serve as the two entrances and exits. This means the apartment complex will regularly have the northern 24-foot driving lane as the two entryway lanes and the southern 24-driving lane as the two exit way lanes. If one side or the other is ever closed due to an emergency, the other side will have enough width for two-way traffic.

Oncor Electric will provide electrical service. The City of Kaufman will provide water and sanitary sewer service.

THOROUGHFARE PLAN: Tabor Parkway is designated as a "Type B", Minor Arterial, requiring a right-of-way width of 100 feet. Additional right-of-way was not required with this plat.

RECOMMENDATIONS:

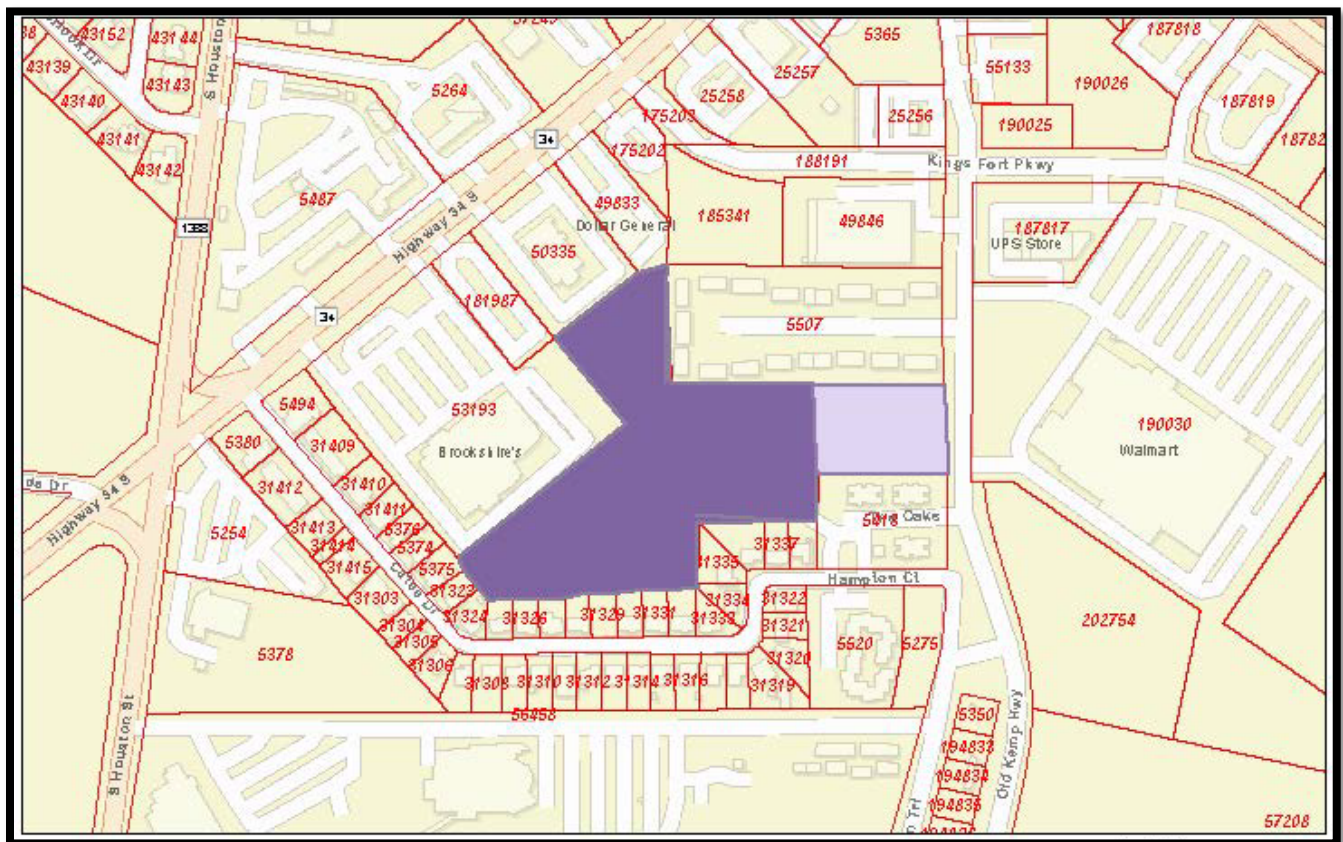
Staff recommends approval of the Final Plat of Lot 1, Block 1, Juniper Pointe Addition (Case No. FP-12-21).

ATTACHMENTS:

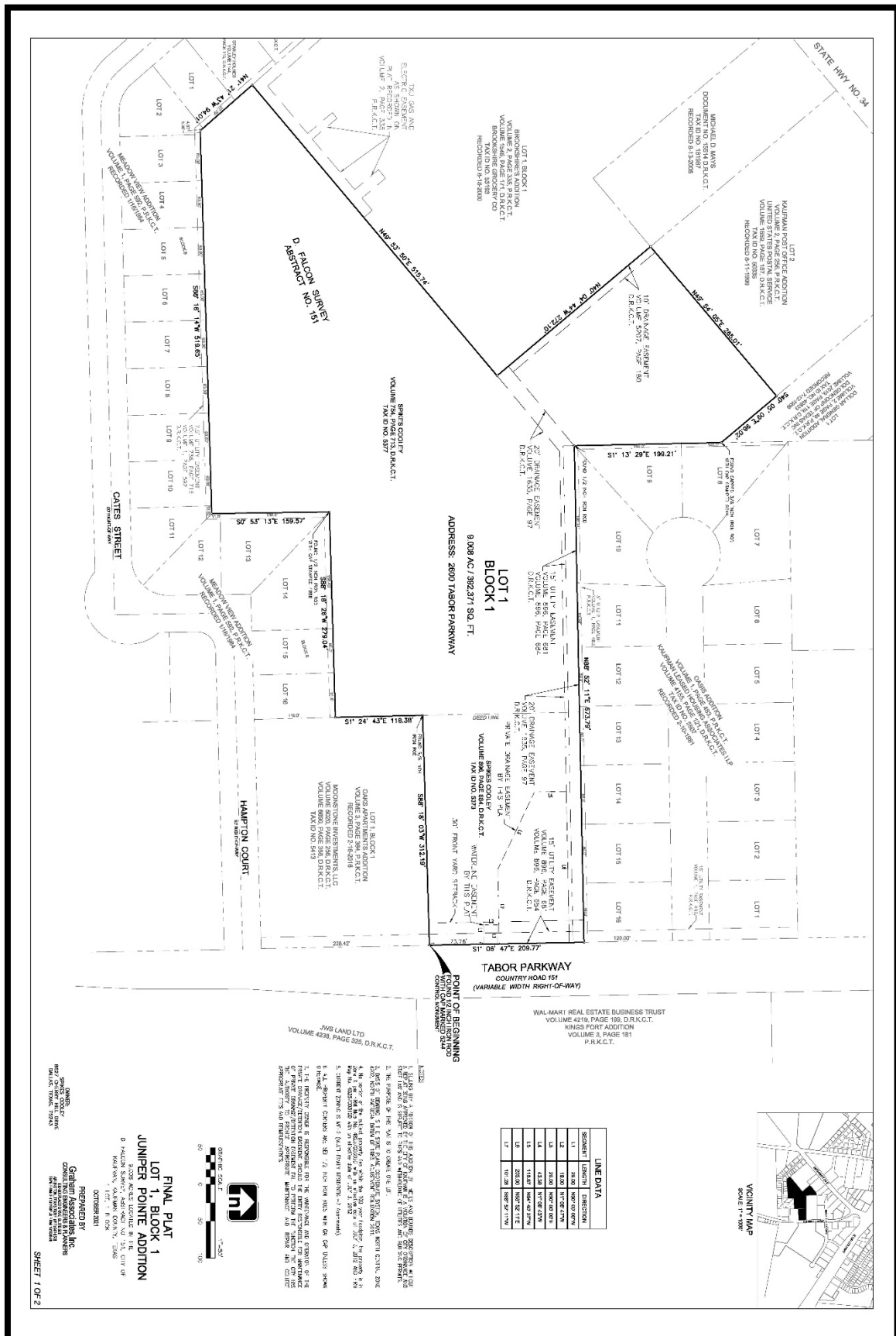
1. Location Map
2. Final Plat of Lot 1, Block 1, Juniper Pointe Addition.

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

Location Map



Final Plat of Lot 1, Block 1, Juniper Pointe Addition Page 1





Meeting Date: 10-25-21

Date: 10-21-21

Item #:

Dept. ADM

(Check one)

☐

Consent

☒

Action

☐

Discussion

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

BACKGROUND:

The attached Capital Improvement Program (CIP) for Fiscal Year 2022 is a five-year plan designed to improve the City of Kaufman's infrastructure, facilities, parks and equipment. The plan is guided by the priorities of the current City Council and serves to maintain our infrastructure, construct quality community amenities, maintain a safe and desirable community, and do so in a financially sustainable manner.

This item would amend the current approved 5 Year CIP to include updated Storm Drainage Projects, Street Overlay/Rehab, Wastewater Treatment Plant Improvements, Park Improvements, Former Senior Center Demolition, and the Northeast Utility Project.

Staff Recommends Approval of the Resolution.

Author:
Mike Holder, Assistant City Manager

Reviewed:
Mike Slye, City Manager

Cost: \$15 million

Funds Available: Yes

Source: Multiple

5-YEAR CAPITAL IMPROVEMENT PROGRAM

	FISCAL YEAR											
	PROJECT	PRELIMINARY COST	2020	FUNDING SOURCE	2021	FUNDING SOURCE	2022	FUNDING SOURCE	2023	FUNDING SOURCE	2024	FUNDING SOURCE
1	STREET BOND PHASE II	\$ 4,954,594	\$ 4,954,594	8, 9, 10								
	STORM DRAINAGE PROJECTS	\$ 7,320,000										
2	10TH/CLAY/AUSTIN STORM DRAINAGE	\$ (1,900,000)		\$ 1,900,000	9							
3	E. 1ST NORTH & GROVE	\$ (1,140,000)					\$ 1,140,000					
4	HILLCREST REHAB	\$ (460,000)		\$ 460,000								
5	E. 1ST NORTH, JENKINS & PARK	\$ (2,250,000)					\$ 2,250,000					
6	MELODY CIRCLE	\$ (1,200,000)							\$ 1,200,000			
7	PRISCILLA LANE	\$ (370,000)							\$ 370,000			
8	WASHINGTON UTILITY LINE RELOCATE	\$ 2,500,000					\$ 2,500,000					
9	FIRE LADDER TRUCK	\$ 1,500,000				\$ 1,500,000	LEASE					
10	PUBLIC WORKS FACILITY	\$ 2,500,000							\$ 2,500,000			
	STREET OVERLAY/REHAB (SALES TAX)	\$ 390,000	\$ 390,000	13								
	E. HICKORY	\$ (60,000)										
	ALTON ST	\$ (32,000)										
	S. JACKSON ST	\$ (90,000)										
	COLEMAN	\$ (25,000)										
	MONROE	\$ (92,000)										
	BLAIN	\$ (27,000)										
	HICKORY	\$ (64,000)										
11	NEW ELEVATED WATER TOWER	\$ 1,500,000					\$ 1,500,000	18				
12	WINDSOR PARK STREET REHAB	\$ 212,515		\$ 212,215	13							
13	SPLASH PAD	\$ 300,000		\$ 300,000	8							
14	CIVIC CENTER	\$ 3,750,000	\$ 3,400,000	8								
15	CITY LAKES PARK BOAT DOCK GRANT	\$ 666,667		\$ 666,667	14							
16	CITY LAKES PARK FENCE	\$ 66,200	\$ 66,200	FY20 GF								
17	DISC GOLF COURSE	\$ 25,000	\$ 25,000	OPM								
18	HIKE & BIKE TRAIL & SOCCER IMPROVEMENTS	\$ 500,000					\$ 500,000	15				
19	GEORGETOWN PARK	\$ 1,500,000							\$ 1,500,000	17		
20	TABOR PARKWAY PHASE II	\$ 5,000,000		\$ 5,000,000								
21	STORM WATER HOLDING WALL EXTENSION	\$ 140,000	\$ 140,000	3								
22	AMI	\$ 1,200,000		\$ 1,200,000								
23	EXISTING WATER TOWER REHAB x 2	\$ 500,000							\$ 500,000			
	WWTP IMPROVEMENTS TOTAL	\$ 3,208,500										
23	MECHANICAL BAR SCREEN W/WASHER COMPACTER	\$ (380,000)		\$ 380,000	6							
	GRIT REMOVAL - REPLACE EQUIP IN BASIN	\$ (360,000)		\$ 360,000	6							
	INFLUENT METER - NEW METERING MANHOLE	\$ (71,000)		\$ 71,000	6							
	SLUDGE HOLDING PUMP TO SLUDGE BEDS	\$ (58,000)		\$ 58,000	6							
	SLUDGE BED REHAB	\$ (55,000)		\$ 55,000	6							
	SLUDGE HOLDING COARSE BUBBLE AERATION	\$ (195,000)		\$ 195,000	6							
	ADD COVER OVER FILTER	\$ (45,000)		\$ 45,000	6							
24	NEW SECONDARY CLARIFIER	\$ (655,000)				\$ 655,000	6					
	NEW SECONDARY CLARIFIER	\$ (235,000)				\$ 235,000	4					
	ACC CHLORINATION/DECHOLRINATION FACILITY	\$ (420,000)				\$ 420,000	6					
	SOFT COSTS	\$ (236,000)	\$ 236,000	4								
	SOFT COSTS	\$ (498,500)		\$ 498,500	4							
25	175 SEWER LINE EXTENSION	\$ 105,000	\$ 105,000	5								
	TOTAL	\$ 37,838,476	\$ 37,838,476									

Project Year	Title	Total Project Cost
2020		
	STREET BOND PHASE II	\$ 4,954,594
	STREET OVERLAY/REHAB (SALES TAX)	
	E. HICKORY	\$ 60,000
	ALTON ST	\$ 32,000
	S. JACKSON ST	\$ 90,000
	COLEMAN	\$ 25,000
	MONROE	\$ 92,000
	BLAIN	\$ 27,000
	HICKORY	\$ 64,000
	STORM WATER HOLDING WALL EXTENSION	\$ 140,000
	175 SEWER LINE EXTENSION	\$ 47,000
	CIVIC CENTER	\$ 3,400,000
	CITY LAKES PARK FENCE	\$ 66,200
	DISC GOLF COURSE	\$ 25,000
	TWDB SOFT COSTS	\$ 196,872
	Sum of Total Project Costs:	\$ 9,219,666
	Estimated Balances as of 9/30/20	
	(+) Yearend Surplus Contribution	
	(+) FY21 Budget Contribution	
	Estimated Beginning Balances 10/1/20	\$ -
2021		
	10TH/CLAY/AUSTIN STORM DRAINAGE	\$ 1,900,000
	WINDSOR PARK STREET REHAB	\$ 212,215
	SPLASH PAD	\$ 300,000
	WWTP IMPROVEMENTS:	
	MECHANICAL BAR SCREEN W/WASHER COMPACTER	\$ 380,000
	GRIT REMOVAL - REPLACE EQUIP IN BASIN	\$ 360,000
	INFLUENT METER - NEW METERING MANHOLE	\$ 71,000
	SLUDGE HOLDING PUMP TO SLUDGE BEDS	\$ 58,000
	SLUDGE BED REHAB	\$ 55,000
	SLUDGE HOLDING COARSE BUBBLE AERATION	\$ 195,000
	ADD COVER OVER FILTER	\$ 45,000
	TWDB CONSTRUCTION COSTS	\$ 235,000
	AMI	\$ 1,200,000
	TABOR PKWY PHASE II	\$ 5,000,000
	CITY LAKES PARK BOAT DOCK GRANT	\$ 666,667
	Sum of Total Project Costs:	\$ 10,677,882
	Estimated Balances as of 9/30/21	
	(+) Yearend Surplus Contribution	

(+) FY20 Budget Contribution
Estimated Beginning Balances 10/1/22

2022

FIRE LADDER TRUCK	\$	1,500,000
WWTP IMPROVEMENTS TOTAL		
NEW SECONDARY CLARIFIER	\$	655,000
NEW SECONDARY CLARIFIER	\$	235,000
ACC CHLORINATION/DECHLORINATION FACILITY	\$	420,000
Sum of Total Project Costs:		\$ 2,810,000

Estimated Balances as of 9/30/22
(+) Yearend Surplus Contribution
(+) FY20 Budget Contribution
Estimated Beginning Balances 10/1/23

2023

WASHINGTON UTILITY LINE RELOCATE	\$	2,500,000
NEW ELEVATED WATER TOWER	\$	1,500,000
HIKE & BIKE TRAIL & SOCCER IMPROVEMENTS	\$	500,000
STORM DRAINAGE PROJECTS		
E. 1ST NORTH & GROVE	\$	1,140,000
HILLCREST REHAB	\$	460,000
E. 1ST NORTH, JENKINS & PARK	\$	2,250,000
MELODY CIRCLE	\$	1,200,000
PRISCILLA LANE	\$	370,000
Sum of Total Project Costs:		\$ 9,920,000

Estimated Balances as of 9/30/23
(+) Yearend Surplus Contribution
(+) FY20 Budget Contribution
Estimated Beginning Balances 10/1/24

2024

PUBLIC WORKS FACILITY	\$	2,500,000
GEORGETOWN PARK	\$	1,500,000
WATER TOWER REHAB x2	\$	500,000
Sum of Total Project Costs:		\$ 4,500,000

Estimated Balances as of 9/30/24
(+) Yearend Surplus Contribution
(+) FY20 Budget Contribution
Estimated Beginning Balances 10/1/25

GF Capital Project Fund	KEDC Fund	County Funding	Drainage Fund	Street Maintenance Fund	TxDOT Funding
\$ 1,309,882	\$ 250,000		\$ 405,248		
				\$ 60,000	
				\$ 32,000	
				\$ 90,000	
				\$ 25,000	
				\$ 92,000	
				\$ 27,000	
				\$ 64,000	
			\$ 140,000		
\$ 3,400,000					
\$ 66,200					
\$ 25,000					
\$ 4,801,082	\$ 250,000	\$ -	\$ 545,248	\$ 390,000	\$ -
			\$ 2,154,752		
\$ 100,000			\$ 5,000	\$ -	
\$ 100,000	\$ -	\$ -	\$ 2,159,752	\$ -	\$ -
			\$ 1,900,000		
				\$ 212,215	
\$ 300,000					
		\$ 5,000,000			
\$ 166,666					
\$ 466,666	\$ -	\$ 5,000,000	\$ 1,900,000	\$ 212,215	\$ -

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Street						Various	Utility
Impact Fund	TIRZ #1	TIRZ #2	LEASE	Grants	Capital Fund		
\$ 400,000					\$ 2,489,464		
						\$ 47,000	
				\$ 25,000			
					\$ 196,872		
\$ 400,000	\$ -	\$ -	\$ -	\$ 25,000	\$ 2,733,336		
		\$ -					
\$ 60,000					\$ 100,000		
\$ 60,000	\$ -	\$ -	\$ -	\$ -	\$ 100,000		
						\$ 498,500	
						\$ 1,200,000	
				\$ 500,000			
\$ -	\$ -	\$ -	\$ -	\$ 500,000	\$ 1,698,500		

\$ 1,500,000

\$	-	\$	-	\$	-	\$ 1,500,000	\$	-	\$	-
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\$ 1,500,000

\$ 2,500,000

\$	-	\$	-	\$ 1,500,000	\$	-	\$	-	\$ 2,500,000
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\$ 2,500,000

\$	-	\$	-	\$	-	\$	-	\$	-	\$ 500,000
\$	-	\$	-	\$	-	\$	-	\$	-	\$ 3,000,000

Water Impact Fund	TWDB Loan	Park Dedication
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\$ 100,000

\$ 100,000	\$ -	\$ -
\$ 40,000		
\$ 40,000	\$ -	\$ -

\$ 380,000
 \$ 360,000
 \$ 71,000
 \$ 58,000
 \$ 55,000
 \$ 195,000
 \$ 45,000

\$ -	\$ 1,164,000	\$ -
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\$	655,000			
\$	235,000			
\$	420,000			
\$	1,310,000	\$	-	\$ -

\$	-	\$	-	\$ -

				\$ 1,500,000
\$	-	\$	-	\$ 1,500,000

5-YEAR CAPITAL IMPROVEMENT PROGRAM

PROJECT	PRELIMINARY COST	2022	FUNDING SOURCE	2023	FUNDING SOURCE	2024	FUNDING SOURCE	2025	FUNDING SOURCE
STORM DRAINAGE PROJECTS	\$ 4,319,970								
10TH/CLAY/AUSTIN STORM DRAINAGE		\$ 2,384,000	7						
HILLCREST REHAB		\$ 449,781	7						
MELODY CIRCLE		\$ 1,447,141	7						
PRISCILLA LANE		\$ 255,542	7						
E. 1ST NORTH & GROVE	\$ 458,000								
E. 1ST NORTH, JENKINS & PARK	\$ 1,171,970								
WASHINGTON UTILITY LINE RELOCATE	\$ 2,500,000					\$ 2,500,000			
FIRE LADDER TRUCK REHAB	\$ 50,000	\$ 50,000							
PUBLIC WORKS FACILITY	\$ 2,500,000							\$ 2,500,000	
STREET OVERLAY/REHAB (SALES TAX)									
E. FIRST NORTH, WEST SECTION	\$ 85,162	\$ 62,000	13						
PRAIRIE CREEK ESTATES	\$ 140,000	\$ 140,000	13						
LANTZ & SECOND	\$ 25,520	\$ 42,000	13						
E. FIFTH	\$ 62,928	\$ 63,000	13						
E. SECOND NORTH	\$ 78,975	\$ 72,000	13						
E. FIRST NORTH, CENTRAL SECTION	\$ 72,000			\$ 72,000	13				
E. SEAGO	\$ 48,000			\$ 48,000	13				
S. WILSON	\$ 104,000			\$ 104,000	13				
KINGSFORT PARKWAY	\$ 30,000			\$ 30,000	13				
HARPER ST.	\$ 60,000			\$ 60,000	13				
BOW ST.	\$ 46,000			\$ 46,000	13				
				\$ 46,000	13				
E. SOUTH	\$ 48,000							\$ 48,000	13
S. CLAY	\$ 90,000							\$ 90,000	13
2ND STREET	\$ 48,000								
4TH STREET	\$ 40,000								
W. SIXTH ST	\$ 62,000								
S. JACKSON ST PHASE 2	\$ 90,000								
W. MULBERRY	\$ 30,000								
HAMPTON CT	\$ 40,000								
W 1ST NORTH	\$ 62,000								
E. FIRST	\$ 24,000								
GROVE	\$ 449,000								
SOUTH POINTE ELEVATED WATER TOWER	\$ 1,870,000			\$ 1,870,000	22				
SOUTH POINTE SPLASH PAD	\$ 300,000					\$ 300,000	22		
SOUTH POINTE INFRASTRUCTURE	\$ 14,296,300	\$ 7,296,300	22	\$ 7,000,000	22				
CITY LAKES PARK BOAT DOCK GRANT	\$ 666,667			\$ 666,667	14				
HIKE & BIKE TRAIL & SOCCER IMPROVEMENTS	\$ 500,000	\$ 500,000	15						
GEORGETOWN PARK	\$ 1,500,000					\$ 1,500,000	17		
TABOR PARKWAY PHASE II	\$ 4,500,000	\$ 2,000,000	21						
STORM WATER HOLDING WALL EXTENSION	\$ 142,100								
AMI	\$ 2,400,000	\$ 2,400,000	26						
EXISTING WATER TOWER REHAB x 2	\$ 1,000,000	\$ 500,000	25/FB	\$ 500,000	25				
WWTP IMPROVEMENTS TOTAL	\$ 2,977,203								
MECHANICAL BAR SCREEN W/WASHER COMPACTOR		\$ 383,261	6						
GRIT REMOVAL - REPLACE EQUIP IN BASIN		\$ 162,511	6						
INFLUENT METER - NEW METERING MANHOLE		\$ 16,300	6						
SLUDGE HOLDING PUMP TO SLUDGE BEDS									
SLUDGE BED REHAB									
SLUDGE HOLDING COARSE BUBBLE AERATION									
ADD COVER OVER FILTER									
NEW SECONDARY CLARIFIER		\$ 737,700	6						
NEW SECONDARY CLARIFIER EQUIPMENT		\$ 164,531	6						
ACC CHLORINATION/DECHOLRINATION FACILITY		\$ 430,900	6						
YARD PIPING, INSTRUMENTATION, ELECTRIC, MISC		\$ 1,082,000	6						
SOFT COSTS		\$ 236,000	4						
SOFT COSTS									
FIRE STATION REHAB/STORM DRAINAGE	\$ 20,000	\$ 20,000							
FIRE STATION REMODEL						\$ 600,000	34		
PARK IMPROVEMENTS				\$ 1,500,000	28				
SHANNON PARK IMPROVEMENTS INCLUDING SPLASH PAD	\$ 1,100,000	\$ 1,100,000	28						
HIKE/BIKE/TRAIL/SOCCER IMPROVEMENTS	\$ 500,000					\$ 500,000	24		
COVERED PAVILION (SOCCER)									
FORMER SENIOR CENTER PROPERTY DEMO		\$ 20,000	27						
NORTHEAST UTILITY PROJECT	\$ 4,000,000	\$ 4,000,000	30						
CITY LAKES BOAT DOCK GRANT	\$ 666,667			\$ 666,667	14				
GEORGETOWN PARK	\$ 1,500,000					\$ 1,500,000	18		
FREEMAN FARM THOROUGHFARE	\$ 100,000	\$ 100,000	32						
TOTAL	\$ 50,774,462	\$ 26,116,989		\$ 12,609,334		\$ 6,900,000		\$ 2,638,000	



Meeting
Date: 10/25/2021

Date: 10/15/2021

Item #: c.

Dept.: Administration

Action Item

SUBJECT:

Consider and take appropriate action on Resolution R-30-21

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
☐	☐	☐	☐	☐



Meeting
Date: 10/25/2021

Date: 10/18/2021

Item #: 5.

Dept.: Development
Services

PZ Item

SUBJECT:

Consider and take appropriate action on the Preliminary Plat of Oakdale Estates (requesting to be renamed to Freeman Farm), being a tract of land containing 25.402 acres (PIDs 184130 and 16871) generally located in the 1500 Block of East Highway 175, situated Levi York Survey, Abstract No.609, City of Kaufman, Kaufman County, Texas, and zoned Planned Development -21 (PD-21). The preliminary plat is for 123 residential lots and 4 common areas. (Case No. PP-04-21)

BACKGROUND:

See the attached October 5, 2021 Planning and Zoning Commission report.

- The report lists several conditions that the applicant had not met at the time the agenda packet was delivered. The applicant submitted the revised documents meeting all the conditions outlined in the report at the October 5, 2021 meeting. Staff added an additional condition at the meeting relative to the review and approval of the Oakdale Estates Traffic Impact Analysis by the Texas Department of Transportation (TxDOT).
- The applicant has requested to rename the Preliminary Plat of Oakdale Estates to the Preliminary Plat of Freeman Farm. The revised Preliminary Plat of Freeman Farm is attached separately. If the Council, approves the name change, staff will note the name change in the Planning and Zoning Commission minutes to make researching the plat information easier.
- TxDOT, after the Planning and Zoning Commission meeting, reviewed the Traffic Impact Analysis and has concurred with the comments given by City's Engineering firm of Teague, Nall and Perkins. The applicant's traffic engineers are in the process of making the revisions. See the attached comments.

Author:

Marcy Ratcliff, Development Services Director

Reviewed:

Mike Slye, City Manager

Cost: N/A

Funds Available: N/A

Source: N/A

Recommendation: The Planning and Zoning Commission recommend approval with the following condition on October 5, 2021 by a vote of 4-2.

1. The Traffic Impact Analysis of Oakdale Estates is reviewed and approved by the Texas Department of Transportation (TxDOT).

Staff additionally recommends approval of the requested preliminary plat name change from Oakdale Estates to Freeman Farm with

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



Planning and Zoning Commission Report

Meeting Date: October 5, 2021

Consent: No

Discussion/Action: Yes

SUBJECT: Consider and make a recommendation to City Council on the **Preliminary Plat of Oakdale Estates**, being a tract of land containing 25.042-acres (PIDs 184130 and 16871), situated in the Levi York Survey, Abstract No. 609, City of Kaufman, Kaufman County, Kaufman, Texas. The property is generally located in the 1500 Block of East Highway 175. The preliminary plat is for 123 residential lots and 4 common areas. The property is zoned Planned Development-21 (PD-21). (Case No. PP-04-21)

BACKGROUND/PURPOSE:

City Council, on August 23, 2021, approved the rezoning of 25.402-acre from Highway Commercial (HC) and Single-Family Residential-20 (SF-20) to Planned Development-21 for single family development of a maximum of 127 lots with lot sizes from minimums of 5,500 SF to 8,400 SF.

The proposed Preliminary Plat of Oakdale Estates is for the development of 123 residential lots and 4 common area lots. Lot 19X, Block A will be used for the retention of water from the subdivision. Lot 10X, Block A will be the location for the community mail box. The proposed lot sizes meet with the approved Land Study of the Planned Development 21. Street E is a designated Type C (80 foot) thoroughfare. The preliminary plat shows the required 40'half right-of-way dedication. All the remaining streets are typical 50-foot-wide residential streets.

Typically, a subdivision is required to have two separate entrances and exits, so in case of an emergency if one entrance/exit is blocked there is another entrance/exit available. The subdivision will one day in the far future have a second access from the future Type C thoroughfare along the north side. However, this preliminary plat is the first development to dedicate any right-of-way for the proposed thoroughfare. The Fire Department devised a compromise for the two separate entrance and exit requirement that met the spirit of the Subdivision Ordinance.

The property has 367.57 feet of frontage on Highway 175, which allows room for two separate 35-foot driving lanes divided by a 5-foot median to serve as the temporary two entrances and exits. If one side or the other is ever closed due to an emergency, the other side will have enough width for two-way traffic.

Lot 19X is a drainage and detention easement for the entire subdivision. The applicant is in the process of securing an off-site easement that will allow the detention pond to drain to the right-of-way of Highway 175. This recorded easement will be required to be shown on the final plat.

Trinity Valley Electric Co-Op will provide electrical service. The City of Kaufman will provide water and sanitary sewer service.

THOROUGHFARE PLAN: Highway 175 is designated as a "Type AA", Major Regional thoroughfare, or arterial, provides two twelve-foot wide lanes in either direction with a minimum fourteen-foot wide median. The "Type AA", Major Regional Arterial/Bypass, requires a variable right-of-way width.

The Thoroughfare Plan designates an undeveloped future "Type C", Major Collector, requiring a future right of way of 80 feet for the development of a 4 lane undivided street along the northern border of the property. The future collector street will extend from Fair Road to the future southern extension of FM 2727. The Preliminary Plat shows the required half (40') right-of-way dedication.

RECOMMENDATIONS:

Staff recommends conditional approval of the Preliminary Plat of Oakdale Estates (Case No. PP-04-21). The conditional approval is based upon submitting amendments to the preliminary plat on the following list of requirements of the Kaufman Subdivision Ordinance.

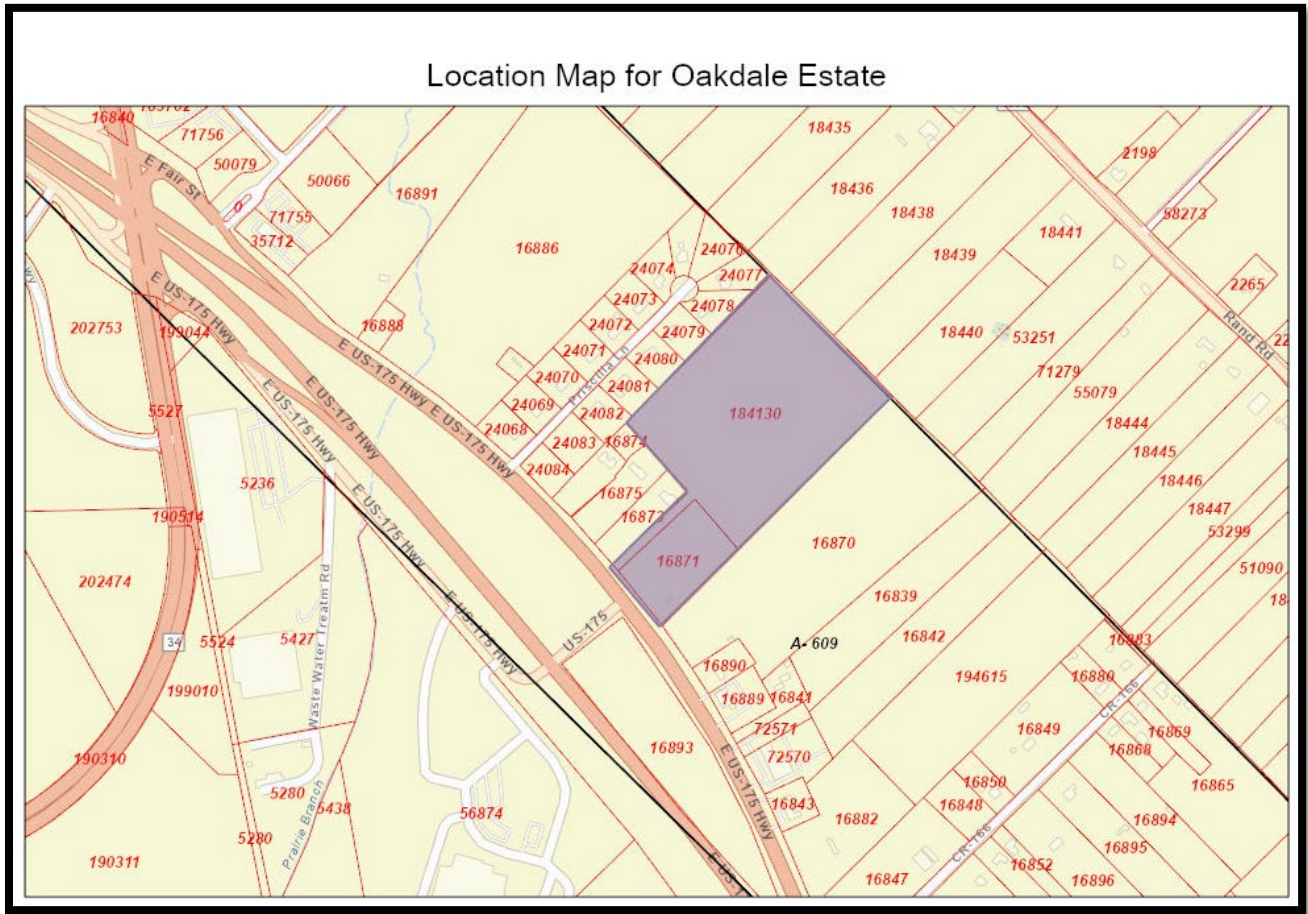
1. Submit a Land Study in accordance with Section 2.3 Procedures and Submission Requirements for Land Study Approval.
2. Correct the zoning of the property to PD-21. Remove the HC/SF-20 zoning line shown between Lot 5, Block A and Lot 5, Block D. (Section 2.4.i.16)
3. Indicate a 15-foot utility easement required by Trinity Valley Electric Co-Op at the rear of Lots 14-33, Block A. (Section 2.4.i.5)
4. Indicate a 5-foot maintenance easement inside the property line on Lot 1, Block D for the proposed subdivision fence as required by PD-21 (Section 5.7).
5. Note the future location and width of the proposed drainage easement from Lot 19X, Block A (Common Area-Drainage and Detention Easement) to the eastbound right-of-way of Highway 175. (Section 2.4.i.5)
6. Indicate a maintenance easement of 5 feet in width dedicated to the City on the private lot side and adjacent to the screening wall located on the side property line of Lot 33, Block D, Lots 14-15, Block B, Lot 17-18, Block C and Lot 31, Block D as required by (Section 5.7 Screening and Landscaping Construction Regulations, Requirements and Design Criteria).

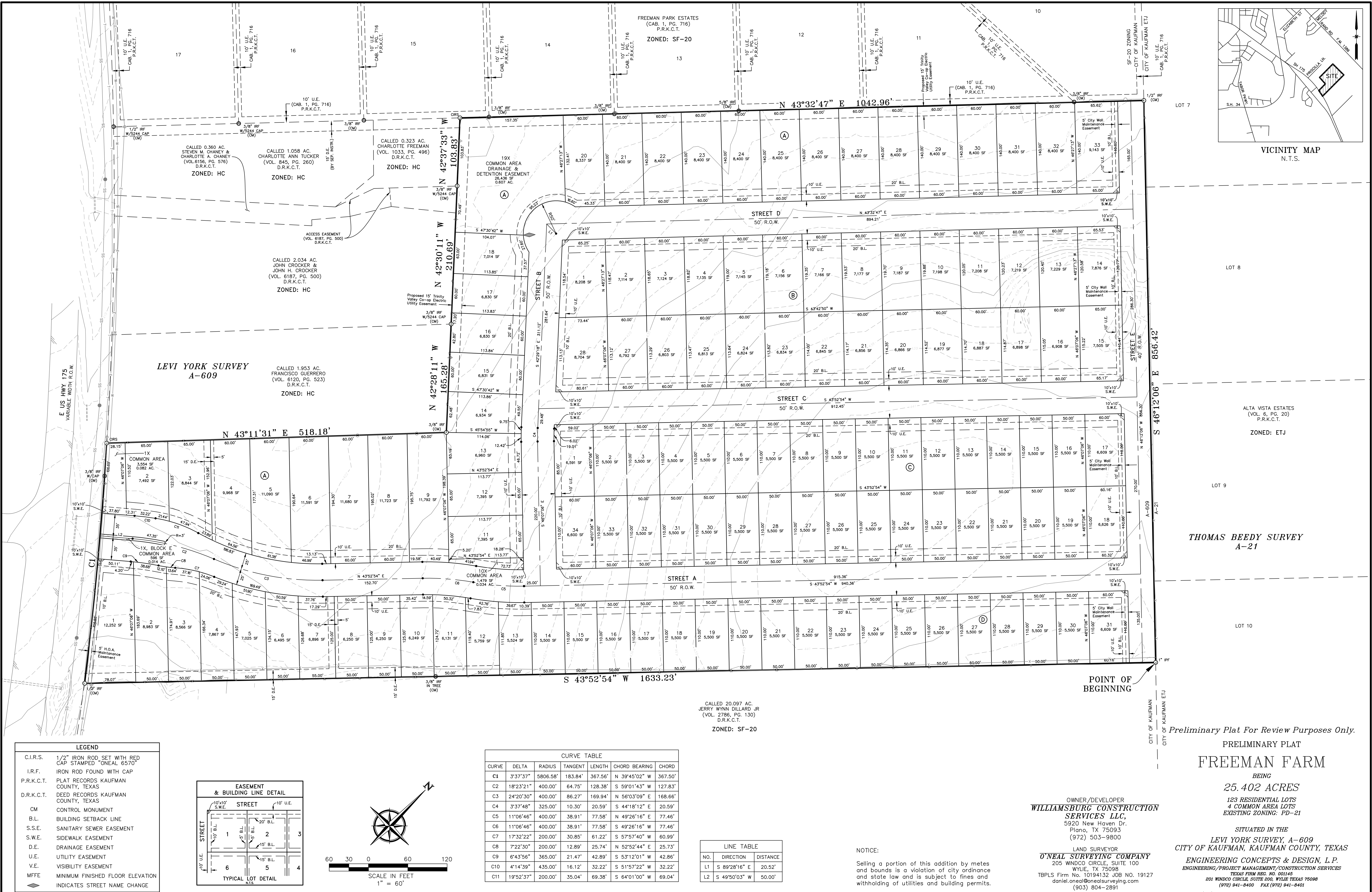
Typically, the list of items above would have been already addressed but there was a communication error by Staff. Staff anticipates the applicant providing the amended preliminary plat at the meeting. If so, Staff will verify if the list has been addressed per the requirements and will change

ATTACHMENTS:

1. Location Map
2. Preliminary Plat of Oakdale Estate

Marcy Ratcliff
Development Services Director





OWNER'S DEDICATION

WHEREAS, WILLIAMSBURG CONSTRUCTION SERVICES, LLC BEING THE OWNER OF A 25.402 ACRE TRACT OF LAND LOCATED IN THE LEVI YORK SURVEY, ABSTRACT NO. 609, CITY OF KAUFMAN, KAUFMAN COUNTY, TEXAS AND BEING ALL OF THAT CERTAIN CALLED 25.411 ACRE TRACT CONVEYED TO WILLIAMSBURG CONSTRUCTION SERVICES, LLC BY LANDMARK CHURCH OF CHRIST ON JUNE 18, 2021, RECORDED IN VOLUME 7062, PAGE 431, DEED RECORDS, KAUFMAN COUNTY, TEXAS (DRKCT) AND BEING MORE PARTICULARLY DESCRIBED, BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1--INCH IRON PIPE FOUND AT THE EAST CORNER OF THE ABOVE MENTIONED 25.411 ACRE TRACT, AT THE NORTH CORNER OF THE JERRY WYNN DILLARD, JR. CALLED 20.097 ACRE TRACT, RECORDED IN VOLUME 2786, PAGE 130, DRKCT, SAME BEING IN THE SOUTHWEST LINE OF LOT 10 OF ALTA VISTA ESTATES SUBDIVISION, RECORDED IN VOLUME 6, PAGE 20, PLAT RECORDS, KAUFMAN COUNTY, TEXAS (PRKCT);

THENCE SOUTH 43 DEGREES 52 MINUTES 54 SECONDS WEST, ALONG THE COMMON LINE OF SAID 20.097 ACRE TRACT AND SAID 25.411 ACRE TRACT, A DISTANCE OF 1633.23 FEET TO A 1/2--INCH IRON ROD FOUND AT THE WEST CORNER OF SAID 20.097 ACRE TRACT AND THE SOUTH CORNER OF SAID 25.411 ACRE TRACT, SAME BEING IN THE NORTHEAST RIGHT OF WAY LINE OF US HIGHWAY 175, A VARIABLE WIDTH RIGHT--OF--WAY AND BEING AT THE BEGINNING OF A NON--TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 5806.58 FEET WHOSE CHORD BEARS NORTH 39 DEGREES 45 MINUTES 02 SECONDS WEST, A DISTANCE OF 367.50 FEET;

THENCE, NORTHWESTERLY, ALONG SAID US HIGHWAY 175 AND SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 03 DEGREES 37 MINUTES 37 SECONDS, A DISTANCE OF 367.56 FEET TO A 1/2--INCH IRON ROD WITH CAP STAMPED "ONEAL 6570" SET AT THE SOUTH CORNER OF THE FRANISCO GUERRERO 1.953 ACRE TRACT, RECORDED IN VOLUME 6120, PAGE 523, DRKCT, SAME BEING THE MOST SOUTHERLY WEST CORNER OF SAID 25.411 ACRE TRACT;

THENCE, ALONG THE COMMON LINE OF THE LAST MENTION TRACT, THE FOLLOWING TWO (2) COURSES:

- 1) NORTH 43 DEGREES 11 MINUTES 31 SECONDS EAST, A DISTANCE OF 518.18 FEET TO A 3/8--INCH IRON ROD FOUND;
- 2) NORTH 42 DEGREES 28 MINUTES 11 SECONDS WEST, A DISTANCE OF 165.28 FEET TO A 3/8--INCH IRON ROD WITH CAP STAMPED "ONEAL 6570" SET AT THE NORTH CORNER OF SAID 1.953 ACRE TRACT AND THE EAST CORNER OF THE JOHN CROCKER AND JOHN H. CROCKER 2.034 ACRE TRACT, RECORDED IN VOLUME 6187, PAGE 500, DRKCT;

THENCE NORTH 42 DEGREES 30 MINUTES 11 SECONDS WEST, ALONG THE NORTHERLY SOUTHWEST LINE OF SAID 25.411 ACRE TRACT AND THE NORTHEAST LINE OF SAID 2.034 ACRE TRACT, PASSING THE NORTH CORNER OF SAME AND CONTINUING ALONG THE NORTHEAST LINE OF THE STEVEN M. CHANEY AND CHARLOTTE A. CHANEY 0.360 ACRE TRACT, RECORDED IN VOL 6156, PAGE 576, DRKCT, A TOTAL DISTANCE OF 210.69 FEET TO A 3/8--INCH IRON ROD WITH CAP STAMPED "S244" FOUND AT THE EAST CORNER OF THE CHARLOTTE FREEMAN 0.323 ACRE TRACT, RECORDED IN VOL 1033, PAGE 496, DRKCT;

THENCE NORTH 42 DEGREES 37 MINUTES 33 SECONDS WEST, ALONG THE COMMON LINE OF SAID 0.323 ACRE TRACT AND SAID 25.411 ACRE TRACT, A DISTANCE OF 103.83 FEET TO A 1/2--INCH IRON ROD WITH CAP STAMPED "ONEAL 6570" SET AT THE NORTH CORNER OF 0.323 ACRE TRACT AND THE MOST NORTHERLY WEST CORNER OF SAID 25.411 ACRE TRACT, SAME BEING IN THE SOUTHEAST LINE OF LOT 15, FREEMAN PARK ESTATES, RECORDED IN CABINET 1, PAGE 716, PRKCT;

THENCE NORTH 43 DEGREES 32 MINUTES 47 SECONDS EAST, ALONG THE COMMON LINE OF SAID 25.411 ACRE TRACT AND SAID FREEMAN PARK ESTATES, A DISTANCE OF 1042.96 FEET TO A 1/2--INCH IRON ROD FOUND AT THE NORTH CORNER OF SAID 25.411 ACRE TRACT AND THE EAST CORNER OF LOT 10 OF SAID FREEMAN PARK ESTATES, SAME BEING IN THE SOUTHWEST LINE OF LOT 7 OF THE ABOVE MENTIONED ALTA VISTA ESTATES SUBDIVISION;

THENCE SOUTH 46 DEGREES 12 MINUTES 06 SECONDS EAST, ALONG THE COMMON LINE OF SAID ALTA VISTA ESTATES AND SAID 25.411 ACRE TRACT, A DISTANCE OF 856.42 FEET TO THE POINT OF BEGINNING, CONTAINING 25.402 ACRES OF LAND, MORE OR LESS.

OWNER'S CERTIFICATE

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT WILLIAMSBURG CONSTRUCTION SERVICES, LLC. acting herein by and through its duly authorized officers, does hereby adopt this plat designating the hereinabove described property as FREEMAN FARM, an addition to the City of Kaufman, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets and alleys shown thereon. The streets and alleys are dedicated for street purposes. The Easements and public use areas, as shown, are dedicated, for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the Easements as shown, except that landscape improvements may be placed in Landscape Easements, if approved by the City of Kaufman. In addition, Utility Easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the Public's and City of Kaufman's use thereof. The City of Kaufman and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said Easements. The City of Kaufman and public utility entities shall at all times have the full right of Ingress and Egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Kaufman, Texas

WITNESS, my hand, this the _____ day of _____, 2021.

FOR: WILLIAMSBURG CONSTRUCTION SERVICES, LLC

BY:

Authorized Signature of Owner _____

Printed Name and Title _____

STATE OF TEXAS §
COUNTY OF KAUFMAN §

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

Given under my hand and seal of office, this _____ day of _____, 2021.

Notary Public in and for the State of Texas _____

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

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

Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

DANIEL CHASE O'NEAL
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS NO. 6570



STATE OF TEXAS §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this date personally appeared Daniel Chase O'Neal, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this _____ day of _____, 2021.

Notary public for the State of Texas
My commission expires:

NOTES:

1. All bearing shown here on are based on the Texas State Plane Coordinate System of 1983 (2011), North Central Zone (4202).
2. A 1/2--inch iron rod with red cap stamped "ONEAL 6570" will be set at all boundary corners, lot corners, points of curvature, points of tangency and angle points in public rights--of--way when possible unless otherwise shown or noted in this drawing, after all construction for this subdivision has been completed.
3. By graphical plotting, the parcel described hereon lies within Zone X (Area Of Minimal Flood Hazard), as delineated on the Kaufman County, Texas and Incorporated Areas, Flood Insurance Rate Map, Map Number 48257C0310D, dated July 3, 2012, published by the Federal Emergency Management Agency (FEMA). The Surveyor utilized the above referenced floodplain information for this determination and the Surveyor does not certify that revised floodplain information has or has not been published by FEMA or some other source. On occasion, greater floods can and will occur and flood heights may be increased by man--made or natural causes. The above flood statement shall not create liability on the part of the surveyor.

APPROVAL CERTIFICATE

APPROVED BY: PLANNING AND ZONING COMMISSION

CHAIRMAN _____

DATE _____

APPROVED BY: CITY COUNCIL

MAYOR _____

CITY SECRETARY _____

DATE _____

Preliminary Plat For Review Purposes Only.

PRELIMINARY PLAT

FREEMAN FARM

BEING

25.402 ACRES

123 RESIDENTIAL LOTS
4 COMMON AREA LOTS
EXISTING ZONING: PD--21

SITUATED IN THE

LEVI YORK SURVEY, A--609
CITY OF KAUFMAN, KAUFMAN COUNTY, TEXAS

ENGINEERING CONCEPTS & DESIGN, L.P.
ENGINEERING/PROJECT MANAGEMENT/CONSTRUCTION SERVICES

TEXAS FIRM REG. NO. 001146
201 WINDCO CIRCLE, SUITE 200, WYLLIE, TEXAS 75098
(972) 941-8400 FAX (972) 941-8401

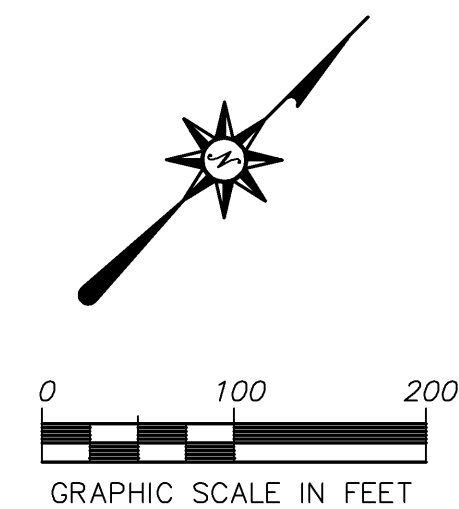
OWNER/DEVELOPER
WILLIAMSBURG CONSTRUCTION
SERVICES LLC,
5920 New Haven Dr.
Plano, TX 75093
(972) 503--9800

LAND SURVEYOR
O'NEAL SURVEYING COMPANY
205 WINDCO CIRCLE, SUITE 100
WYLLIE, TX 75098

TBPLS Firm No. 10194132 JOB NO. 19127
daniel.oneal@onealsurveying.com
(903) 804--2891

DATE: 10/20/2021

SHEET 2 OF 2



DRAINAGE CALCULATIONS							
AREA NO.	ACRES	C	Tc	I ₁₀₀	Q ₁₀₀	PICK-UP POINTS	
						Inlet 1	Inlet 2
1	4.05	0.62	15	8.07	20.3	B-1	B-2
2	1.04	0.62	15	8.07	5.2		
3	2.44	0.62	15	8.07	12.2	D-1	D-2
4	2.02	0.62	15	8.07	10.1	D-4	
5	1.87	0.62	15	8.07	9.4	D-3	
6	5.36	0.62	15	8.07	26.8	F-1	F-2
7	4.95	0.62	15	8.07	24.7	E-1	E-2
8	0.20	0.62	15	8.07	1.0		
9	0.93	0.62	15	8.07	4.7		
10	0.75	0.62	15	8.07	3.7		
11	0.09	0.40	20	7.12	0.2		
12	6.62	0.40	20	7.12	18.8		
13	0.24	0.40	20	7.12	0.7		
14	0.48	0.40	20	7.12	1.4		
15	0.63	0.40	20	7.12	1.8		
16	14.63	0.50	20	7.12	52.1		
17	0.29	0.40	20	7.12	0.8		
18	1.74	0.62	15	8.07	8.7		



ENGINEERING/PROJECT MANAGEMENT/CONSTRUCTION SERVICES
201 WINDCO CIRCLE, SUITE 200
WYLLIE, TEXAS 75098
972-941-8400 FAX: 972-941-8401 WWW.ECDLP.COM
TBPE FIRM NO: F-1145

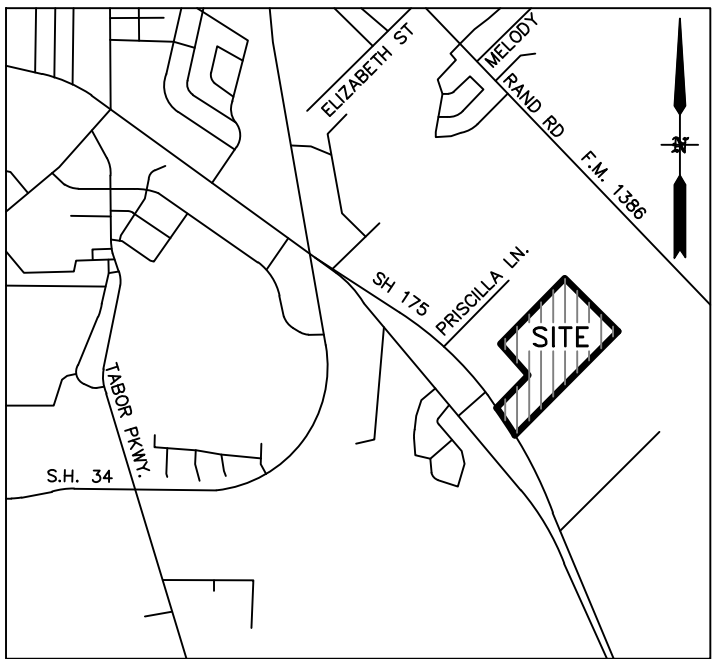
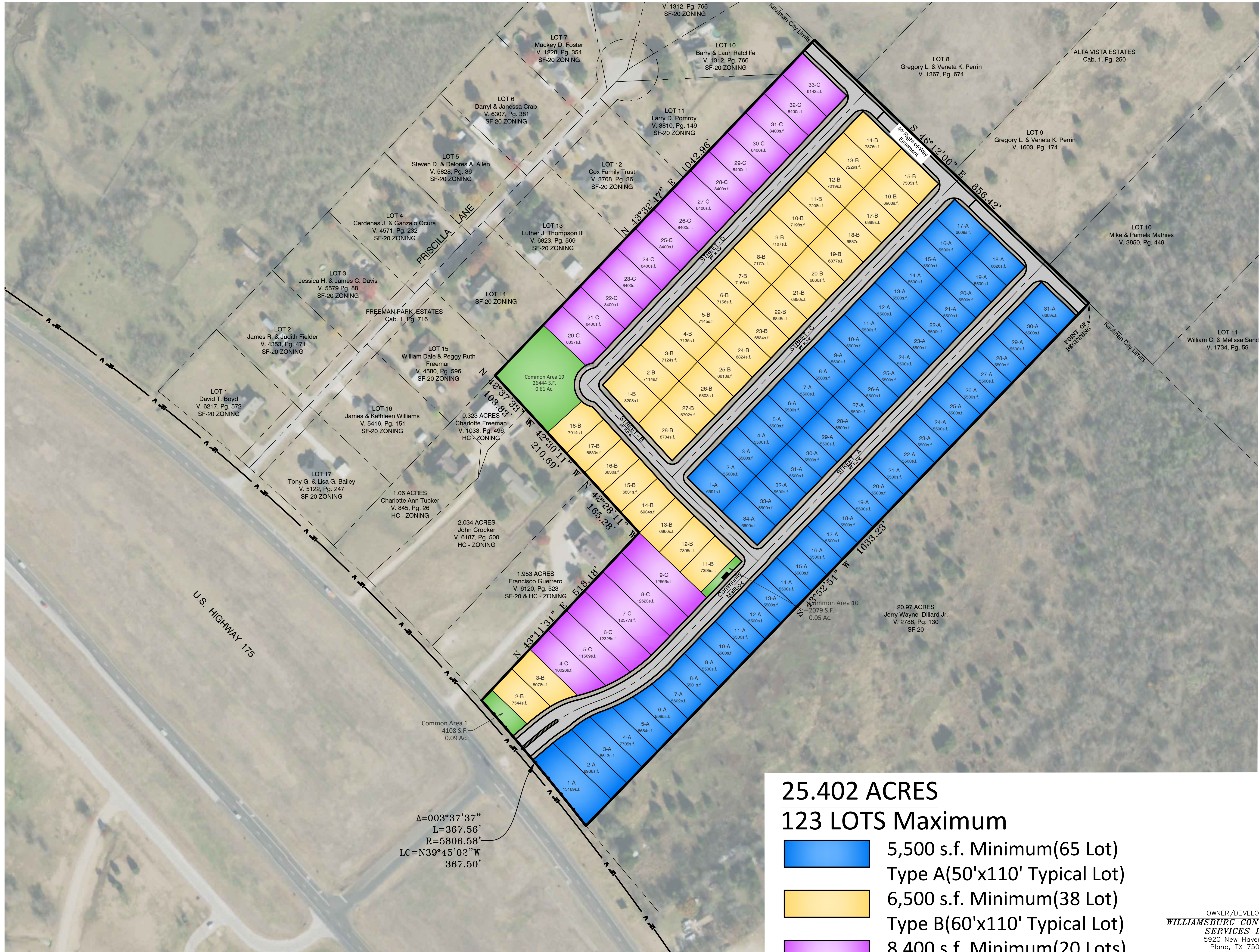
DRAWN: PFC		DATE:
CHECKED: TDW		DATE:
PROJECT NO.: 557		
DWG FILE NAME: O:\ECDLP Oakdale Estates\ECDLP Oakdale RELIMS.pro		

THIS DOCUMENT IS RELEASED FOR
THE PURPOSE OF INTERIM REVIEW
UNDER THE AUTHORITY OF
TODD D. WINTERS, P.E. 87085.
IT IS NOT TO BE USED FOR CONSTRUCTION,
BIDDING OR PERMITTING.
F-1145

PRELIMINARY DRAINAGE PLAN

FREEMAN FARM
CITY OF KAUFMAN, KAUFMAN COUNTY, TEXAS

SHEET
1
OF
2



VICINITY MAP
N.T.S.



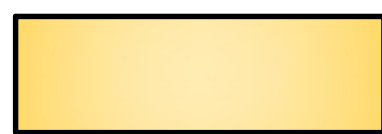
0' 50' 100' 200'
Graphic scale (in feet): 1" = 100'

25.402 ACRES

123 LOTS Maximum



5,500 s.f. Minimum(65 Lot)
Type A(50'x110' Typical Lot)



6,500 s.f. Minimum(38 Lot)
Type B(60'x110' Typical Lot)



8,400 s.f. Minimum(20 Lots)
Type C(60'x140' Typical Lot)



0.75 Acres Common Area/Park

OWNER/DEVELOPER
WILLIAMSBURG CONSTRUCTION SERVICES LLC
5920 New Haven Dr.
Plano, TX 75093
(972) 503-9800

LAND SURVEYOR
O'NEAL SURVEYING COMPANY
205 WINDCO CIRCLE, SUITE 100
WYLIE, TX 75098
TBPLS Firm No. 10194132 JOB NO. 19127
daniel.oneal@onealsurveying.com
(903) 804-2891

LANDSTUDY
EXHIBIT "C"
FREEMAN FARM
BEING

25.402 ACRES

123 RESIDENTIAL LOTS
4 COMMON AREA LOTS
ZONED PD

SITUATED IN THE
LEVI YORK SURVEY, A-609
CITY OF KAUFMAN, KAUFMAN COUNTY, TEXAS
ENGINEERING CONCEPTS & DESIGN, L.P.
ENGINEERING/PROJECT MANAGEMENT/CONSTRUCTION SERVICES
TEXAS FIRM REG. NO. 001145
201 WINDCO CIRCLE, SUITE 200, WYLIE TEXAS 75098
(972) 941-8400 FAX (972) 941-8401

DATE 10/21/2021

SHEET 1 OF 2

TIA REVIEW

To: City of Kaufman
From: Chris Edwards, P.E., and Philip C. Varughese, P.E.
Date: September 30, 2021
RE: Review of the Traffic Impact Analysis for Oakdale Estates

Teague Nall and Perkins, Inc. (tnp), on behalf of the City of Kaufman, has reviewed the above referenced Traffic Impact Analysis (TIA), dated September 10, 2021. It is tnp's opinion that the developer should revise the report per the comments below and provide additional analysis to clarify that certain improvements are feasible and will alleviate Level of Service (LOS) issues, and resubmit for another review prior to City acceptance of the TIA.

1. **TIA PDF Page 13: Table 1:** Please include the average rates or equations used to calculate the daily, AM Peak Hour, and PM Peak Hour trips as part of the Trip Generation table.
2. **TIA PDF Page 12: Exhibit 4:** Please indicate the time associated with the AM and PM Peak Hours for ease of comparison with the raw volume data. This comment applies to Exhibits 6, 7, and 8 as well.
3. **TIA PDF Page 15: Exhibit 5:** It appears from the distributions that 75% of outgoing trips are expected to proceed west on WB US 75 past SH 34. Please label this trip percentage on the end of the line representing WB US 75 for clarity.
4. **TIA PDF Page 15: Exhibit 5:** No outgoing trips from the development are shown turning southbound on SH 34. This route provides a secondary path to commercial properties (including Walmart) on Kings Fort Parkway, as well as a path to approach Kaufman High School and stadium from the south via S. Houston Street. Please assign some percentage of outgoing trips along this route or provide justification as to why none are assigned.
5. **TIA PDF Page 17: Exhibit 7:** Background traffic volumes increase from existing volumes for traffic turning onto the US 175 EBFR from SH 34, and for traffic turning onto the FR from EB US 175. Background traffic volumes along the FR at both intersections with US 175, however, are unchanged from the existing volumes. In addition, traffic volumes on the approaches of the EB and WB US 175 frontage roads at SH 34 are unchanged between the existing and background traffic scenarios. Please apply the annual growth rate to these volumes or provide justification to explain why growth should not be applied.
6. **TIA PDF Page 20: Table 4:** The delay seconds and LOS designations for the unsignalized intersections (FR intersections) in the 2026 Background Traffic column do not appear to match those shown on the Synchro results (PDF page 49).

7. **TIA PDF Page 25: Conclusions and Recommendations:** Revise the first sentence of the second paragraph to reflect that only the intersection at the US 175 FR and EB US 175 experiences inadequate LOS during existing and 2026 background conditions. Per the provided analysis, the intersection at the US 175 FR and WB US 175 only drops below LOS C with the addition of the proposed site traffic.
8. **TIA PDF Page 25: Conclusions and Recommendations:** Based on the results of the intersection LOS analysis, the proposed development is responsible for the inadequate level of service at the US 175 FR intersection with US 175 WB. The development introduces a new movement at the intersection (thru) that will not exist prior to its construction. The traffic volume for the new movement during the PM peak is greater than the 2026 background volume for the existing movement (left turn). Tnp recommends analysis of an additional northbound lane at this intersection to create a dedicated left-turn lane and a dedicated thru lane. The dedicated thru lane should have enough storage to keep thru traffic out of the left-turn lane during the PM peak hour. The addition of a thru lane should allow left turning traffic to experience similar delays to those experienced in the 2026 background scenario.
9. **TIA PDF Page 25: Conclusions and Recommendations:** Based on the results of the intersection LOS analysis, the proposed development is responsible for the inadequate level of service at the US 175 FR intersection with US 175 WB. The conclusions and recommendations section mentions signalization as a possible mitigation factor for this intersection. Please include an analysis of both US 175 FR intersections as signalized to verify what LOS a signal would provide at these intersections.
10. **General:** Please show the existence of the on-ramp from the US 175 FR onto EB US 175 on all figures to avoid confusion regarding the traffic volumes at the intersection of the US 175 FR with SH 34 and the traffic volumes at the intersection of the US 175 FR with EB US 175.

If you have any questions regarding this review, please feel free to contact me.

Sincerely,

tnp
teague nall & perkins



Chris Edwards, PE

Senior Engineer, Associate

☎ 817.336.5773 main | 817.665.7111 direct | 817.713.8614 mobile

📍 5237 N. Riverside Drive, Suite 100 | Fort Worth, TX 76137

cedwards@tnpinc.com



Meeting
Date: 10/25/2021

Date: 10/21/2021

Item #: 6.

Dept.: Administration

Action Item

SUBJECT:

Consider and take appropriate action to renew the City's contract with the law firm of Linebarger Goggan Blair & Sampson, LLP, for the firm's provision of all legal services necessary to collect delinquent property taxes and utility bills within the City.

BACKGROUND:

This action will renew our existing agreement for collection of delinquent taxes and utility bills with Linebarger, Goggan, Blair & Sampson, LLP. This action is on the agenda because the requisite notice was published in the paper for Council to take action on this item 10.25.2021. Unfortunately, representatives from the law firm cannot make the meeting and has asked to table the item to the next Council meeting in November.

Author:
Mike Slye, City Manager

Reviewed:
Mike Slye, City Manager

Cost:

Funds Available:

Source:

Recommendation: Recommend tabling this item to November 15, 2021 Council meeting.

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

Agreement for Tax Collection Services

This Agreement is made between Linebarger Goggan Blair & Sampson, LLP (hereinafter referred to as the "Firm") and the City of Kaufman (hereinafter referred to as the "Client").

Article I

Nature of Relationship

1.01 The parties hereto acknowledge that this Agreement creates an attorney-client relationship.

1.02 The Client hereby employs the Firm to provide the services hereinafter described for compensation hereinafter provided.

Article 2

Scope of Services

2.01 The Firm shall take reasonable and necessary actions to collect property taxes that are owed to the Client and to any other taxing unit whose taxes are assessed and collected by the Client, and that are subject to this agreement, as hereinafter provided.

2.02 The Client may from time-to-time specify in writing additional actions to be taken by the Firm in connection with the collection of taxes that are owed to the Client. Client further constitutes and appoints the Firm as Client's attorneys to sign all legal instruments, pleadings, drafts, authorizations and papers as shall be reasonably necessary to prosecute the Client's claim for taxes.

2.03 Taxes owed to the Client shall become subject to this agreement upon the following dates, whichever occurs first:

(a) On February 1 of the year in which the taxes become delinquent if a previously filed tax suit is then pending against the property subject to the tax;

(b) On the date any lawsuit is filed with respect to the recovery of the tax if the tax is delinquent and is required to be included in the suit pursuant to TEX. TAX CODE § 33.42(a);

(c) On the date of filing any application for tax warrant where recovery of the tax or estimated tax is sought and where the filing of an application for tax warrant by the Firm is at the request of Client's Tax Assessor-Collector;

(d) On the date of filing any claim in bankruptcy where recovery of the tax is sought; or

(e) In the case of tangible personal property, on the 60th day after the February 1 delinquency date; or

(f) On July 1 of the year in which the taxes become delinquent.

Article 3

Compensation

3.01 Client agrees to pay to the Firm, as compensation for the services required herein, as follows:

(a) fifteen (15%) percent of the amount of all 2020 and prior year taxes, penalty and interest subject to the terms of this contract as set forth in Paragraph 2.03 above, collected and paid to the collector of taxes during the term of this contract, as and when collected; and

(b) twenty (20%) percent of the amount of all 2021 and subsequent year taxes, penalty and interest subject to the terms of this contract as set forth in Paragraph 2.03 above, collected and paid to the collector of taxes during the term of this contract, as and when collected.

3.02 The Client shall pay the Firm by the twentieth day of each month, all compensation earned by the Firm for the previous month as provided in this Article 3. All compensation above provided for shall become the property of the Firm at the time payment of the taxes, penalty and interest is made to the collector.

Article 4 *Intellectual Property Rights*

4.01 The Client recognizes and acknowledges that the Firm owns all right, title and interest in certain proprietary software that the Firm may utilize in conjunction with performing the services provided in this Agreement. The Client agrees and hereby grants to the Firm the right to use and incorporate any information provided by the Client ("Client Information") to update the databases in this proprietary software, and, notwithstanding that Client Information has been or shall be used to update the databases in this proprietary software, further stipulates and agrees that the Client shall have no rights or ownership whatsoever in and to the software or the data contained therein, except that the Client shall be entitled to obtain a copy of such data that directly relates to the Client's accounts at any time.

4.02 The Firm agrees that it will not share or disclose any specific confidential Client Information with any other company, individual, organization or agency, without the prior written consent of the Client, except as may be required by law or where such information is otherwise publicly available. It is agreed that the Firm shall have the right to use Client Information for internal analysis, purposes of improving the proprietary software and database, and to generate aggregate data and statistics that may inherently contain Client Information. These aggregate statistics are owned solely by the Firm and will generally be used internally, but may be shared with the Firm's affiliates, partners or other third parties for purposes of improving the Firm's software and services.

Article 5 *Costs*

5.01 The Firm and Client recognize that publication costs for citations and notices of sale and title abstract costs will be incurred in the process of providing the litigation services contemplated in this Agreement. All such costs shall be billed to the Client, in care of the Firm, and the Firm will advance the payment of such costs on behalf of the Client. Upon recovery of such costs from the defendants or from the tax sale of defendants' property, the Firm shall be reimbursed for the advance payment. Alternatively, the Firm may arrange with the vendor or agency providing the service that actual payment of the costs of services is wholly contingent upon recovery of such costs by the Client or the Firm from the defendants or from the tax sale of defendants' property. In such contingent arrangements, the Client has no responsibility or liability for payment or advancement of any costs, other than forwarding to the vendor or service provider any cost amounts received from defendants or from the tax sale of defendants' property.

5.02 The Client acknowledges that the Firm may provide services, such as title research, with its own employees or with other entities or individuals who may be affiliated with the Firm, but the Firm agrees that any charges for such services will be reasonable and consistent with what the same services would cost if obtained from a third party. The Client agrees that upon the recovery of such costs, the Client will: (i) pay the Firm for any such costs which have been advanced by the Firm or performed by the Firm, and (ii) pay any third party agency or vendor owed for performing such services.

Article 6

Term and Termination

6.01 This Agreement shall be effective on October 1, 2021 (The "Effective Date") and shall expire on September 30, 2026 (the "Expiration Date") unless extended as hereinafter provided.

6.02 Unless prior to 60 days before the Expiration Date, the Client or the Firm notifies the other in writing that it does not wish to continue this Agreement beyond its initial term, this Agreement shall be automatically extended for an additional one year period without the necessity of any further action by either party. In the absence of any such 60 day notice by either the Client or the Firm, the Agreement shall continue to automatically renew for additional and successive one-year terms in the same manner at the end of each renewal period.

6.03 If at any time during the initial term of this Agreement or any extension hereof, the Client determines that the Firm's performance under this Agreement is unsatisfactory, the Client shall notify the Firm in writing of the Client's determination. The notice from the Client shall specify the particular deficiencies that the Client has observed in the Firm's performance. The Firm shall have sixty (60) days from the date of the notice to cure any such deficiencies. If at the conclusion of that sixty-day remedial period, the Client remains unsatisfied with the Firm's performance, the Client may terminate this Agreement effective upon the expiration of thirty days following the date of written notice to the Firm of such termination ("Termination Date").

6.04 Whether this Agreement expires or is terminated, the Firm shall be entitled to continue to prosecute any tax suits, applications for tax warrants or bankruptcy claims pending on the Termination Date or Expiration Date for an additional six months following termination or expiration. The Client agrees that the Firm shall be compensated as provided by Article 3 for any base tax, penalties and interest collected in the pending matters during the six-month period.

6.05 The Client agrees that the Firm shall be reimbursed for any costs advanced and shall be paid for any services performed pursuant to Article 5 when such costs are recovered by or on behalf of the Client, regardless of the date recovered. It is expressly agreed that neither the expiration nor the termination of this Agreement constitutes a waiver by the Firm of its entitlement to be reimbursed for such costs and to be paid for such services. It is further expressly agreed that the expiration of any six-month period under Section 6.04 does not constitute any such waiver by the Firm.

Article 7

Miscellaneous

7.01 *Assignment and Subcontracting.* This Agreement is not assignable, provided however, the Firm may from time-to-time obtain co-counsel or subcontract some of the services provided for herein to other law firms or entities. In such cases, the Firm will retain supervisory control and responsibility for any services provided by such co-counsel or subcontractors and shall be responsible to pay any compensation due to any such co-counsel or subcontractor.

7.02 *Arbitration.* Any controversy between the parties to this Agreement involving the construction or application of any of the terms, covenants, or conditions of this Agreement shall, on the written request of one party served on the other, be submitted to arbitration, and such arbitration shall comply with and be governed by the provisions of the Texas General Arbitration Act.

7.03 *Integration.* This Agreement contains the entire agreement between the parties hereto and may only be modified in a written amendment, executed by both parties.

7.04 Representation of Other Taxing Entities. The Client acknowledges and consents to the representation by the Firm of other taxing entities that may be owed taxes or other claims and be secured by the same property as the Client's claim.

7.05 Retention of Files. The Firm will retain the files created in the course of performing the Services specified in Article 2 above according to the following schedule. After the time periods specified in this Section, Client consents to the destruction of such files, so long as such destruction is undertaken in a manner to protect the confidentiality of any personal or private information contained therein.

Tax Warrant files: Five years from the date of issuance of a warrant.

Litigation files: Two years from the date of nonsuit or dismissal of a suit occurring prior to a final judgment.

Five years from the date of sale of the last property pursuant to the judgment or other satisfaction of the judgment.

Ten years from the date of filing of an abstract of judgment, or five years from the date of satisfaction of the judgment, whichever is earlier.

Bankruptcy Files: Two years from the date of dismissal of a bankruptcy proceeding or other order closing the case, or from satisfaction of a claim, whichever is earlier, with respect to Chapter 7 and 13 proceedings.

Three years from the date of dismissal of a bankruptcy proceeding or other order closing the case, or from satisfaction of a claim, whichever is earlier, with respect to Chapter 11 proceedings.

7.06. Compliance with Tx. Govt. Code §2270.002. In order to comply with Tx. Govt. Code §2270.002, the Firm verifies that it does not boycott Israel and will not boycott Israel during the term of the contract.

In consideration of the terms and compensation herein stated, the Firm hereby accepts said employment and undertakes the performance of this Agreement as above written. This Agreement is executed on behalf of the Firm and of the Client by the duly authorized persons whose signatures appear below.

City of Kaufman

**Linebarger Goggan Blair
& Sampson, LLP**

By: _____
Jeff Jordan, Mayor

By: _____
Wade Gent, For the Firm

Date: _____

Date: _____

ATTEST:

RESOLUTION

THE STATE OF TEXAS §

COUNTY OF KAUFMAN §

WHEREAS, the City of Kaufman wishes to defray its costs of collection, as authorized by TEX. TAX CODE § 33.11, that it incurs under a contract for collection of delinquent property taxes between said city and a private law firm entered into pursuant to TEX. TAX CODE § 6.30;

WHEREAS, under said Section 33.11, the governing body of the City of Kaufman is empowered to authorize the addition of a collection penalty in an amount that does not exceed the amount of the compensation specified in the contract with the private law firm;

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KAUFMAN,
SITTING AS THE GOVERNING BODY OF SAID CITY, THAT:

Section 1: THE RECITALS SET FORTH IN THIS RESOLUTION ARE TRUE AND CORRECT.

Section 2: AN ADDITIONAL PENALTY ON DELINQUENT PERSONAL PROPERTY TAXES FOR TAX YEARS 2021 AND SUBSEQUENT YEARS IS HEREBY AUTHORIZED AND IMPOSED, AS PROVIDED BY SECTION 33.11, TEXAS TAX CODE, IN THE AMOUNT OF 20% OF THE DELINQUENT TAX, PENALTY AND INTEREST IF THE TAX BECOMES DELINQUENT ON FEBRUARY 1 OF A YEAR AND REMAINS DELINQUENT ON THE 60TH DAY THEREAFTER.

PASSED, APPROVED and ADOPTED this 25th day of October, 2021.

City of Kaufman

BY: Jeff Jordan, Mayor

ATTEST:

Myra Manriquez, Interim City Secretary

ACTION APPROVING CONTRACT
WITH LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

After having provided adequate notice as required by Sec. 2254.1036 of the Texas Government Code, the Agreement for Delinquent Tax Collection Services with Linebarger Goggan Blair & Sampson, LLP is approved and the Mayor is authorized to execute this Agreement.

After exercising its due diligence, The City finds that:

1. There is a substantial need for the legal services to be provided pursuant to the Agreement for Delinquent Tax Collection Services;
2. These legal services cannot be adequately performed by the attorneys and supporting personnel of the City at a reasonable cost;
3. These legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of delinquent tax penalties provided by Texas Tax Code Sections 6.30, 33.07, 33.08, 33.11, and 33.48 and because the City does not have the funds to pay the estimated amounts required under a contract only for the payment of hourly fees;
4. Linebarger Goggan Blair & Sampson, LLP, is well qualified and competent to perform the legal services required to comply with the terms of this contract;
5. Linebarger Goggan Blair & Sampson, LLP has provided these specialized legal services to the city of Kaufman in the past and the City has been well satisfied with the quality and outcome of the legal services provided.
6. The contract with Linebarger Goggan Blair & Sampson, LLP is the result of an arm's length transaction between the City and Linebarger Goggan Blair & Sampson, LLP and is fair and reasonable.



Meeting
Date: 10/25/2021

Date: 10/12/2021

Item #: 7.

Dept.: Administration

Discussion Item

SUBJECT:

Consider and take appropriate action on Resolution R-31-21 approving the City's participation in the global opioid settlement; discussion of potential uses for settlement funds and estimated allocation for the City; directing the Mayor or his designee to execute necessary documents related to the opioid settlement; and providing an effective date.

BACKGROUND:

A national Opioid Settlement has been negotiated. The Texas State Attorney General has asked those municipalities that wish to join the settlement, do so before the end of the calendar year. This settlement will provide approximately \$27,000 to provide education, treatment and enforcement actions related to both opioid and other illicit drug use in Kaufman.

Author:
Mike Slye, City Manager

Reviewed:
Mike Slye, City Manager

Cost:

Funds Available:

Source:

Recommendation: Recommend approval of Resolution R-31-21

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

RESOLUTION NO. R-31-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KAUFMAN, TEXAS APPROVING PARTICIPATION IN THE GLOBAL OPIOID SETTLEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Kaufman, Texas (the “City”), obtained information indicating that certain drug companies and their corporate affiliates, parents, subsidiaries, and such other defendants as may be added to the litigation (collectively, “Defendants”) have engaged in fraudulent and/or reckless marketing and/or distribution of opioids that have resulted in addictions and overdoses; and

WHEREAS, these actions, conduct and misconduct have resulted in significant financial costs to the City; and

WHEREAS, on May 13, 2020, the State of Texas, through the Office of the Attorney General, and a negotiation group for Texas political subdivisions, entered into an Agreement entitled, Texas Opioid Abatement Fund Council and Settlement Allocation Term Sheet, (hereafter, the “Texas Term Sheet”), approving the allocation of any and all opioid settlement funds within the State of Texas. The Texas Term Sheet is attached hereto as **Exhibit “A”**; and

WHEREAS, the State of Texas has recommended that the City Council of the City (the “City Council”) support the adoption and approval the Texas Term Sheet in its entirety; and

WHEREAS, the State of Texas has also recommended that the City Council support the adoption and approval of two settlement participation forms, the Janssen Settlement Form and the Distributors Settlement Form, attached hereto as **Exhibits “B”** and **“C”**, respectively.

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

Section 1. The recitals stated above are hereby adopted for all purposes.

Section 2. The City Council finds as follows:

a. There is a substantial need for repayment of opioid-related expenditures and payment to abate opioid-related harms in and about the City.

b. The City Council supports in its entirety and hereby adopts the allocation method for opioid settlement proceeds as set forth in the Texas Term Sheet, attached hereto as **Exhibit “A”**. The City Council understands that the purpose of this Texas Term Sheet is to permit collaboration between the State of Texas and political subdivisions to explore and potentially effectuate resolution of the Opioid Litigation against Pharmaceutical Supply Chain Participants as defined therein. The City Council also understands that an additional purpose is to create an effective means of distributing any

potential settlement funds obtained under this Texas Term Sheet between the State of Texas and political subdivisions in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic in this City and throughout Texas.

Section 3. The City Council authorizes the Mayor or his designee to execute all necessary documents for the City to participate in the Global Opioid Settlement, including the Janssen and Distributors settlement forms, attached hereto as **Exhibits “B” and “C”**.

Section 4. This Resolution shall take effective immediately upon its passage by the City Council.

PASSED AND APPROVED on this the 25th day of October 2021.

Jeff Jordan, Mayor

ATTEST:

Myra Manriquez, Interim City Secretary

APPROVED AS TO FORM:

Patricia A. Adams, City Attorney

Exhibit "A"

TEXAS OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET

WHEREAS, the people of the State of Texas and its communities have been harmed through the National and Statewide epidemic caused by licit and illicit opioid use and distribution within the State of Texas; and now,

WHEREAS, the State of Texas, though its elected representatives and counsel, including the Honorable Ken Paxton, Attorney General of the State of Texas, and certain Political Subdivisions, through their elected representatives and counsel, are separately engaged in litigation seeking to hold those entities in the supply chain accountable for the damage caused; and now,

WHEREAS, the State of Texas, through its Attorney General and its Political Subdivisions, share a common desire to abate and alleviate the impacts of the epidemic throughout the State of Texas; and now,

THEREFORE, the State of Texas and its Political Subdivisions, subject to completing formal documents effectuating the Parties' agreements, enter into this State of Texas and Texas Political Subdivisions' Opioid Abatement Fund Council and Settlement Allocation Term Sheet (Texas Term Sheet) relating to the allocation and use of the proceeds of any Settlements as described.

A. Definitions

As used in this Texas Term Sheet:

1. “The State” shall mean the State of Texas acting through its Attorney General.
2. “Political Subdivision(s)” shall mean any Texas municipality and county.
3. “The Parties” shall mean the State of Texas, the Political Subdivisions, and the Plaintiffs’ Steering Committee and Liaison Counsel (PSC) in the Texas Opioid MDL, *In Re: Texas Opioid Litigation*, MDL No. 2018-63587, in the 152d District Court of Harris County, Texas.
4. “Litigating Political Subdivision” means a Political Subdivision that filed suit in the state courts of the State of Texas prior to the Execution Date of this Agreement, whether or not such case was transferred to Texas Opioid MDL, or removed to federal court.
5. “National Fund” shall mean any national fund established for the benefit of the Texas Political Subdivisions. In no event shall any National Fund be used to create federal jurisdiction, equitable or otherwise, over the Texas Political Subdivisions or those similarly situated state-court litigants who are included in the state coalition, nor shall the National Fund require participating in a class action or signing a participation agreement as part of the criteria for participating in the National Fund.
6. “Negotiating Committee” shall mean a three-member group comprising four representatives for each of (1) the State; (2) the PSC; and (3) Texas’

Political Subdivisions (collectively, “Members”). The State shall be represented by the Texas Attorney General or his designees. The PSC shall be represented by attorneys Mikal Watts, Jeffrey Simon, Dara Hegar, Dan Downey, or their designees. Texas’ Political Subdivisions shall be represented by Clay Jenkins (Dallas County Judge), Terrence O’Rourke (Special Assistant County Attorney, Harris County), Nelson Wolff (Bexar County Judge), and Nathaniel Moran (Smith County Judge) or their designees.

7. “Settlement” shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant that includes the State and Political Subdivisions.
8. “Opioid Funds” shall mean monetary amounts obtained through a Settlement as defined in this Texas Term Sheet.
8. “Approved Purpose(s)” shall mean those uses identified in Exhibit A hereto.
9. “Pharmaceutical Supply Chain” shall mean the process and channels through which opioids or opioids products are manufactured, marketed, promoted, distributed, or dispensed.

10. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic.
11. “Texas Opioid Council” shall mean the Council described in Exhibit A hereto, which has the purpose of ensuring the funds recovered by Texas (through the joint actions of the Attorney General and the Texas Political Subdivisions) are allocated fairly and spent to remediate the opioid crisis in Texas, using efficient and cost-effective methods that are directed to the hardest hit regions in Texas while also ensuring that all Texans benefit from prevention and recovery efforts.

B. Allocation of Settlement Proceeds

1. All Opioid Funds distributed in Texas shall be divided with 15% going to Political Subdivisions (“Subdivision Share”), 70% to the Texas Opioid Abatement Fund through the Texas Opioid Council (Texas Abatement Fund Share) identified and described on Exhibits A and C hereto, and 15% to the Office of the Texas Attorney General as Counsel for the State of Texas (“State Share”). Out of the Texas Opioid Abatement Fund, reasonable expenses up to 1% shall be paid to the Texas Comptroller for the administration of the Texas Opioid Council pursuant to the Opioid

Abatement Fund (Texas Settlement) Opioid Council Agreement, Exhibit A hereto.

2. The Subdivisions Share shall be allocated in accordance with the division of proceeds on Exhibit B hereto.
3. The Texas Abatement Fund Share shall be allocated to the Opioid Council to be apportioned in accordance with the guidelines of Exhibit A, and Exhibit C hereto.
4. In the event a Subdivision merges, dissolves, or ceases to exist, the allocation percentage for that Subdivision shall be redistributed as directed by the settlement document, and if not specified, equitably based on the composition of the successor Subdivision. If a Subdivision for any reason is excluded from a specific settlement, the allocation percentage for that Subdivision shall be redistributed as directed by the settlement document, and if not specified, equitably among the participating Subdivisions.
5. Funds obtained from parties unrelated to the Litigation, via grant, bequest, gift or the like, separate and distinct from the Litigation, may be directed to the Texas Opioid Council and disbursed as set forth below.
6. The Subdivision share shall be initially deposited and paid in cash directly to the Subdivision under the authority and guidance of the Texas MDL Court, who shall direct any Settlement funds to be held in trust in a

segregated account to benefit the Subdivisions and to be promptly distributed as set forth herein and in accordance with Exhibit B.

7. Nothing in this Texas Term Sheet should alter or change any Subdivision's rights to pursue its own claim. Rather, the intent of this Texas Term Sheet is to join all parties to disburse settlement proceeds from one or more defendants to all parties participating in that settlement within Texas.
8. Opioid Funds from the Texas Abatement Fund Share shall be directed to the Texas Opioid Council and used in accordance with the guidelines as set out on Exhibit A hereto, and the Texas Abatement Fund Share shall be distributed to the Texas Opioid Council under the authority and guidance of the Texas MDL Court, consistent with Exhibits A and C, and the by-laws of the Texas Opioid Council documents and disbursed as set forth therein, including without limitation all abatement funds and the 1% holdback for expenses.
9. The State of Texas and the Political Subdivisions understand and acknowledge that additional steps may need to be undertaken to assist the Texas Opioid Council in its mission, at a predictable level of funding, regardless of external factors.

C. Payment of Counsel and Litigation Expenses

1. Any Master Settlement Agreement settlement will govern the payment of fees and litigation expenses to the Parties. The Parties agree to direct control of any Texas Political Subdivision fees and expenses to the “Texas Opioid Fee and Expense Fund,” which shall be allocated and distributed by the Texas MDL Court, *In re: Texas Opioid Litigation*, MDL No. 2018-63587, in the 152nd District Court of Harris County, Texas, and with the intent to compensate all counsel for Texas Political Subdivisions who have not chosen to otherwise seek compensation for fees and expenses from any federal MDL common benefit fund.
2. The Parties agree that no portion of the State of Texas 15% allocation share from any settlement shall be administered through the National Fund, the Texas MDL Court, or Texas Opioid Fee and Expense Fund, but shall be directed for payment to the State of Texas by the State of Texas.
3. The State of Texas and the Texas Political Subdivisions, and their respective attorneys, agree that all fees – whether contingent, hourly, fixed or otherwise – owed by the Texas Political Subdivisions shall be paid out of the National Fund or as otherwise provided for herein to the Texas Opioid Fee and Expense Fund to be distributed by the 152nd

District Court of Harris County, Texas pursuant to its past and future orders.

4. From any opioid-related settlements with McKesson, Cardinal Health, ABDC, and Johnson & Johnson, and for any future opioid-related settlements negotiated, in whole or in part, by the Negotiating Committee with any other Pharmaceutical Supply Chain Participant, the funds to be deposited in the Texas Opioid Fee and Expense Fund shall be 9.3925% of the combined Texas Political Subdivision and Texas Abatement Fund portions of each payment (annual or otherwise) to the State of Texas for that settlement, plus expenses from the National Fund, and shall be sought by Texas Political Subdivision Counsel initially through the National Fund. The Texas Political Subdivisions' percentage share of fees and expenses from the National Fund shall be directed to the Texas Opioid Fee and Expense Fund in the Texas MDL, as soon as is practical, for allocation and distribution in accordance with the guidelines herein.
5. If the National Fund share to the Texas Political Subdivisions is insufficient to cover the guaranteed 9.3925%, plus expenses from the National Fund, per subsection 4, immediately *supra*, or if payment from the National Fund is not received within 12 months after the date the

first payment is made by the Defendants pursuant to the settlement, then the Texas Political Subdivisions shall recover up to 12.5% of the Texas Political Subdivision Share to make up any difference.

6. If the National Fund and the Texas Political Subdivision share are insufficient to cover the guaranteed 9.3925%, plus expenses from the National Fund, or if payment from the National Fund is not received within 12 months after the date the first payment is made by the Defendants pursuant to the settlement, then the Texas Political Subdivisions shall recover up to 8.75% of the Abatement Fund Share to make up any difference. In no event shall the Texas Political Subdivision share exceed 9.3925% of the combined Texas Political Subdivision and Texas Abatement Fund portions of any settlement, plus expenses from the National Fund. In the event that any payment is received from the National Fund such that the total amount in fees and expenses exceeds 9.3925%, the Texas Political Subdivisions shall return any amounts received greater than 9.3925% of the combined Texas Political Subdivision and Texas Abatement Fund portions to those respective Funds.

7. For each settlement utilizing a National Fund, the Texas Political Subdivisions need only make one attempt at seeking fees and expenses there.
8. The total amount of the Texas Opioid Fee and Expense Fund shall be reduced proportionally, according to the agreed upon allocation of the Texas Subdivision Fund, for any Texas litigating Political Subdivision that (1) fails to enter the settlement; and (2) was filed in Texas state court, and was transferred to the Texas MDL (or removed before or during transfer to the Texas MDL) as of the execution date of this Agreement.

D. The Texas Opioid Council and Texas Abatement Fund

The Texas Opioid Council and Texas Abatement Fund is described in detail at Exhibit A, incorporated herein by reference.

E. Settlement Negotiations

1. The State and Negotiating Committee agree to inform each other in advance of any negotiations relating to a Texas-only settlement with a Pharmaceutical Supply Chain Participant that includes both the State and its Political Subdivisions and shall provide each other the opportunity to participate in all such negotiations. Any Texas-only Settlement agreed to with the State and Negotiating Committee shall be subject to the approval

of a majority of litigating Political Subdivisions. The Parties further agree to keep each other reasonably informed of all other global settlement negotiations with Pharmaceutical Supply Chain Participants and to include the Negotiating Committee or designees. Neither this provision, nor any other, shall be construed to state or imply that either the State or the Negotiating Committee is unauthorized to engage in settlement negotiations with Pharmaceutical Supply Chain Participants without prior consent or contemporaneous participation of the other, or that either party is entitled to participate as an active or direct participant in settlement negotiations with the other. Rather, while the State's and Negotiation Committee's efforts to achieve worthwhile settlements are to be collaborative, incremental stages need not be so.

2. Any Master Settlement Agreement (MSA) shall be subject to the approval and jurisdiction of the Texas MDL Court.
3. As this is a Texas-specific effort, the Committee shall be Chaired by the Attorney General. However, the Attorney General, or his designees, shall endeavor to coordinate any publicity or other efforts to speak publicly with the other Committee Members.
4. The State of Texas, the Texas MDL Plaintiff's Steering Committee representatives, or the Political Subdivision representatives may withdraw

from coordinated Settlement discussions detailed in this Section upon 10 business days' written notice to the remaining Committee Members and counsel for any affected Pharmaceutical Supply Chain Participant. The withdrawal of any Member releases the remaining Committee Members from the restrictions and obligations in this Section.

5. The obligations in this Section shall not affect any Party's right to proceed with trial or, within 30 days of the date upon which a trial involving that Party's claims against a specific Pharmaceutical Supply Chain Participant is scheduled to begin, reach a case specific resolution with that particular Pharmaceutical Supply Chain Participant.

F. Amendments

The Parties agree to make such amendments as necessary to implement the intent of this agreement.

Acknowledgment of Agreement

We, the undersigned, have participated in the drafting of the above Texas Term Sheet, including consideration based on comments solicited from Political Subdivisions. This document has been collaboratively drafted to maintain all individual claims while allowing the State and its Political Subdivisions to cooperate in exploring all possible means of resolution. Nothing in this agreement binds any party to any specific outcome. Any resolution under this document will require

acceptance by the State of Texas and a majority of the Litigating Political Subdivisions.

We, the undersigned, hereby accept the STATE OF TEXAS AND TEXAS POLITICAL SUBDIVISIONS' OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET. We understand that the purpose of this Texas Term Sheet is to permit collaboration between the State of Texas and Political Subdivisions to explore and potentially effectuate earlier resolution of the Opioid Litigation against Pharmaceutical Supply Chain Participants. We also understand that an additional purpose is to create an effective means of distributing any potential settlement funds obtained under this Texas Term Sheet between the State of Texas and Political Subdivisions in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic throughout Texas.

Executed this 13 day of May, 2020.

FOR THE STATE OF TEXAS:

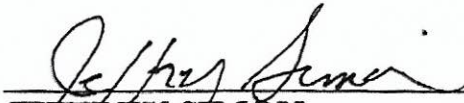


KENNETH PAXTON, JR.
ATTORNEY GENERAL

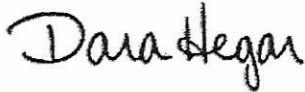
FOR THE SUBDIVISIONS
AND TEXAS MDL PSC:



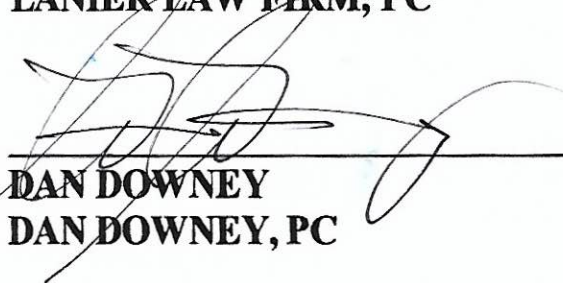
MIKAL WATTS
WATTS GUERRA LLP



JEFFREY SIMON
SIMON GREENSTONE PANATIER, PC



DARA HEGAR
LANIER LAW FIRM, PC



DAN DOWNEY
DAN DOWNEY, PC

:sas

EXHIBIT A

Opioid Abatement Fund (Texas) Settlement

Opioid Council

As part of the settlement agreement and upon its execution, the parties will form the Texas Opioid Council (Council) to establish the framework that ensures the funds recovered by Texas (through the joint actions of the Attorney General and the state's political subdivisions) are allocated fairly and spent to remediate the opioid crisis in Texas, using efficient and cost-effective methods that are directed to the hardest hit regions in Texas while also ensuring that all Texans benefit from prevention and recovery efforts.

I. Structure

The Council will be responsible for the processes and procedures governing the spending of the funds held in the Texas Abatement Fund, which will be approximately 70% of all funds obtained through settlement and/or litigation of the claims asserted by the State and its subdivisions in the investigations and litigation related to the manufacturing, marketing, distribution, and sale of opioids and related pharmaceuticals.

Money paid into the abatement fund will be held by an independent administrator, who shall be responsible for the ministerial task of releasing funds solely as authorized below by the Council, and accounting for all payments to and from the fund.

The Council will be formed when a court of competent jurisdiction enters an order settling the matter, including any order of a bankruptcy court. The Council's members must be appointed within sixty (60) days of the date the order is entered.

A. Membership

The Council shall be comprised of the following thirteen (13) members:

1. *Statewide Members.*

Six members appointed by the Governor and Attorney General to represent the State's interest in opioid abatement. The statewide members are appointed as follows:

- a. The Governor shall appoint three (3) members who are licensed health professionals with significant experience in opioid interventions;
- b. The Attorney General shall appoint three (3) members who are licensed professionals with significant experience in opioid incidences; and
- c. The Governor will appoint the Chair of the Council as a non-voting member. The Chair may only cast a vote in the event there is a tie of the membership.

2. *Regional Members.*

Six (6) members appointed by the State's political subdivisions to represent their designated Texas Health and Human Services Commission "HHSC" Regional Healthcare

Partnership (Regions) to ensure dedicated regional, urban, and rural representation on the Council. The regional appointees must be from either academia or the medical profession with significant experience in opioid interventions. The regional members are appointed as follows:

- a. One member representing Regions 9 and 10 (Dallas Ft-Worth);
- b. One member representing Region 3 (Houston);
- c. One member representing Regions 11, 12, 13, 14, 15, 19 (West Texas);
- d. One member representing Regions 6, 7, 8, 16 (Austin-San Antonio);
- e. One member representing Regions 1, 2, 17, 18 (East Texas); and
- f. One member representing Regions 4, 5, 20 (South Texas).

B. Terms

All members of the Council are appointed to serve staggered two-year terms, with the terms of members expiring February 1 of each year. A member may serve no more than two consecutive terms, for a total of four consecutive years. For the first term, four (4) members (two (2) statewide and two (2) for the subdivisions) will serve a three-year term. A vacancy on the Council shall be filled for the unexpired term in the same manner as the original appointment. The Governor will appoint the Chair of the Council who will not vote on Council business unless there is a tie vote, and the subdivisions will appoint a Vice-Chair voting member from one of the regional members.

C. Governance

1. Administration

The Council is attached administratively to the Comptroller. The Council is an independent, quasi-governmental agency because it is responsible for the statewide distribution of the abatement settlement funds. The Council is exempt from the following statutes:

- a. Chapter 316 of the Government Code (Appropriations);
- b. Chapter 322 of the Government Code (Legislative Budget Board);
- c. Chapter 325 of the Government Code (Sunset);
- d. Chapter 783 of the Government Code (Uniform Grants and Contract Management);
- e. Chapter 2001 of the Government Code (Administrative Procedure);
- f. Chapter 2052 of the Government Code (State Agency Reports and Publications);
- g. Chapter 2261 of the Government Code (State Contracting Standards and Oversight);
- h. Chapter 2262 of the Government Code (Statewide Contract Management);

- i. Chapter 262 of the Local Government Code (Purchasing and Contracting Authority of Counties); and
- j. Chapter 271 of the Local Government Code (Purchasing and Contracting Authority of Municipalities, Counties, and Certain Other Local Governments).

2. *Transparency*

The Council will abide by state laws relating to open meetings and public information, including Chapters 551 and 552 of the Texas Government Code.

- i. The Council shall hold at least four regular meetings each year. The Council may hold additional meetings on the request of the Chair or on the written request of three members of the council. All meetings shall be open to the public, and public notice of meetings shall be given as required by state law.
- ii. The Council may convene in a closed, non-public meeting:
 - a. If the Commission must discuss:
 - 1. Negotiation of contract awards; and
 - 2. Matters specifically exempted from disclosure by federal and state statutes.
 - b. All minutes and documents of a closed meeting shall remain under seal, subject to release only order of a court of competent jurisdiction.

3. *Authority*

The Council does not have rulemaking authority. The terms of each Judgment, Master Settlement Agreement, or any Bankruptcy Settlement for Texas control the authority of the Council and the Council may not stray outside the bounds of the authority and power vested by such settlements. Should the Council require legal assistance in determining their authority, the Council may direct the executive director to seek legal advice from the Attorney General to clarify the issue.

D. Operation and Expenses

The independent administrator will set aside up to one (1) percent of the settlement funds for the administration of the Council for reasonable costs and expenses of operating the foregoing duties, including educational activities.

1. *Executive Director*

The Comptroller will employ the executive director of the Council and other personnel as necessary to administer the duties of the Council and carry out the functions of the Council. The executive director must have at least 10 years of experience in government or public administration and is classified as a Director V/B30 under the State Auditor's State Classification. The Comptroller will pay the salaries of the Council employees from the

one (1) percent of the settlement funds set aside for the administration of the Council. The Comptroller will request funds from the Texas Abatement Fund Point of Contact.

2. Travel Reimbursement

A person appointed to the Council is entitled to reimbursement for the travel expenses incurred in attending Council duties. A member of the Council may be reimbursed for actual expenses for meals, lodging, transportation, and incidental expenses in accordance with travel rates set by the federal General Services Administration.

II. Duties/Roles

It is the duty of the Council to determine and approve the opioid abatement strategies and funding awards.

A. Approved Abatement Strategies

The Council will develop the approved Texas list of abatement strategies based on but not limited to the existing national list of opioid abatement strategies (see attached Appendix A) for implementing the Texas Abatement Fund.

1. The Council shall only approve strategies which are evidence-informed strategies.
2. The Texas list of abatement strategies must be approved by majority vote. The majority vote must include a majority from both sides of the statewide members and regional members in order to be approved, e.g., at least four (4) of six (6) members on each side.

B. Texas Abatement Fund Point of Contact

The Council will determine a single point of contact called the Abatement Fund Point of Contact (POC) to be established as the sole entity authorized to receive requests for funds and approve expenditures in Texas and order the release of funds from the Texas Abatement Fund by the independent administrator. The POC may be an independent third party selected by the Council with expertise in banking or financial management. The POC will manage the Opioid Council Bank Account (Account). Upon a vote, the Council will direct the POC to contact the independent administrator to release funds to the Account. The Account is outside the State Treasury and not managed by any state or local officials. The POC is responsible for payments to the qualified entities selected by the Council for abatement fund awards. The POC will submit a monthly financial statement on the Account to the Council.

C. Auditor

An independent auditor appointed by the Council will perform an audit on the Account on an annual basis and report its findings, if any, to the Council.

D. Funding Allocation

The Council is the sole decision-maker on the funding allocation process of the abatement funds. The Council will develop the application and award process based on the parameters outlined below. An entity seeking funds from the Council must apply for funds; no funds will be awarded without an application. The executive director and personnel may assist the Council in gathering and compiling the applications for consideration; however, the Council members are the sole decision-makers of awards and funding determination. The Council will use the following processes to award funds:

1. *Statewide Funds.* The Council will consider, adopt and approve the allocation methodology attached as Exhibit C, based upon population health data and prevalence of opioid incidences, at the Council's initial meeting. Adoption of such methodology will allow each Region to customize the approved abatement strategies to fit its communities' needs. The statewide regional funds will account for seventy-five (75) percent of the total overall funds, less the one (1) percent administrative expense described herein.
2. *Targeted Funds.* Each Region shall reserve twenty-five (25) percent of the overall funds, for targeted interventions in the specific Region as identified by opioid incidence data. The Council must approve on an annual basis the uses for the targeted abatement strategies and applications available to every Region, including education and outreach programs. Each Region without approved uses for the targeted funds from the Council, based upon a greater percentage of opioid incidents compared to its population, is subject to transfer of all or a portion of the targeted funds for that Region for uses based upon all Regions' targeted funding needs as approved by the Council on an annual basis.
3. *Annual Allocation.* Statewide regional funds and targeted funds will be allocated on an annual basis. If a Region lapses its funds, the funds will be reallocated based on all Regions' funding needs.

E. Appeal Process

The Council will establish an appeal process to permit the applicants for funding (state or subdivisions) to challenge decisions by the Council-designated point of contact on requests for funds or expenditures.

1. To challenge a decision by the designated point of contact, the State or a subdivision must file an appeal with the Council within thirty (30) days of the decision. The Council then has thirty (30) days to consider and rule on the appeal.
2. If the Council denies the appeal, the party may file an appeal with the state district court of record where the final opioid judgment or Master Settlement Agreement is filed. The Texas Rules of Civil Procedure and Rules of Evidence will govern these proceedings. The Council may request representation from the Attorney General in these proceedings.

In making its determination, the state district court shall apply the same clear error standards contained herein that the Council must follow when rendering its decision.

3. The state district court will make the final decision and the decision is not appealable.
4. Challenges will be limited and subject to penalty if abused.
5. Attorneys' fees and costs are not recoverable in these appeals.

F. Education

The Council may determine that a percentage of the funds in the Abatement Fund from the targeted funds be used to develop an education and outreach program to provide materials on the consequences of opioid drug use, prevention and interventions. Any material developed will include online resources and toolkits for communities.

EXHIBIT B

Exhibit B: Municipal Area Allocations: 15% of Total (\$150 million)

(County numbers refer to distribution to the county governments after payment to cities within county borders has been made. Minimum distribution to each county is \$1000.)

Municipal Area	Allocation	Municipal Area	Allocation
Abbott	\$688	Lakeport	\$463
Abernathy	\$110	Lakeside	\$4,474
Abilene	\$563,818	Lakeside City	\$222
Ackerly	\$21	Lakeview	\$427
Addison	\$58,094	Lakeway	\$31,657
Adrian	\$181	Lakewood Village	\$557
Agua Dulce	\$43	Lamar County	\$141,598
Alamo	\$22,121	Lamb County	\$50,681
Alamo Heights	\$28,198	Lamesa	\$29,656
Alba	\$3,196	Lampasas	\$28,211
Albany	\$180	Lampasas County	\$42,818
Aledo	\$331	Lancaster	\$90,653
Alice	\$71,291	Laredo	\$763,174
Allen	\$315,081	Latexo	\$124
Alma	\$1,107	Lavaca County	\$45,973
Alpine	\$29,686	Lavon	\$7,435
Alto	\$3,767	Lawn	\$58
Alton	\$11,540	League City	\$302,418
Alvarado	\$29,029	Leakey	\$256
Alvin	\$113,962	Leander	\$88,641
Alvord	\$358	Leary	\$797
Amarillo	\$987,661	Lee County	\$30,457
Ames	\$5,571	Lefors	\$159
Amherst	\$22	Leon County	\$67,393
Anahuac	\$542	Leon Valley	\$23,258
Anderson	\$19	Leona	\$883
Anderson County	\$268,763	Leonard	\$8,505
Andrews	\$18,983	Leroy	\$176
Andrews County	\$37,606	Levelland	\$46,848
Angelina County	\$229,956	Lewisville	\$382,094
Angleton	\$62,791	Lexington	\$2,318
Angus	\$331	Liberty	\$72,343
Anna	\$9,075	Liberty County	\$531,212
Annetta	\$5,956	Liberty Hill	\$2,780
Annetta North	\$34	Limestone County	\$135,684

(Table continues on multiple pages below)

Annetta South	\$602	Lincoln Park	\$677
Annona	\$738	Lindale	\$24,202
Anson	\$5,134	Linden	\$3,661
Anthony	\$4,514	Lindsay	\$1,228
Anton	\$444	Lipan	\$44
Appleby	\$1,551	Lipscomb County	\$10,132
Aquilla	\$208	Little Elm	\$69,326
Aransas County	\$266,512	Little River-Academy	\$798
Aransas Pass	\$57,813	Littlefield	\$7,678
Archer City	\$10,554	Live Oak	\$32,740
Archer County	\$45,534	Live Oak County	\$39,716
Arcola	\$7,290	Liverpool	\$1,435
Argyle	\$11,406	Livingston	\$73,165
Arlington	\$735,803	Llano	\$23,121
Armstrong County	\$974	Llano County	\$115,647
Arp	\$2,009	Lockhart	\$49,050
Asherton	\$112	Lockney	\$3,301
Aspermont	\$9	Log Cabin	\$1,960
Atascosa County	\$176,903	Lometa	\$1,176
Athens	\$105,942	Lone Oak	\$1,705
Atlanta	\$30,995	Lone Star	\$8,283
Aubrey	\$15,141	Longview	\$482,254
Aurora	\$1,849	Loraine	\$188
Austin County	\$76,030	Lorena	\$3,390
Austin	\$4,877,716	Lorenzo	\$11,358
Austwell	\$109	Los Fresnos	\$11,185
Avery	\$138	Los Indios	\$159
Avinger	\$1,115	Los Ybanez	\$0
Azle	\$32,213	Lott	\$1,516
Bailey	\$950	Lovelady	\$249
Bailey County	\$15,377	Loving County	\$1,000
Bailey's Prairie	\$5,604	Lowry Crossing	\$783
Baird	\$2,802	Lubbock	\$319,867
Balch Springs	\$27,358	Lubbock County	\$1,379,719
Balcones Heights	\$23,811	Lucas	\$5,266
Ballinger	\$9,172	Lueders	\$508
Balmorhea	\$63	Lufkin	\$281,592
Bandera	\$2,893	Luling	\$29,421
Bandera County	\$86,815	Lumberton	\$36,609
Bangs	\$3,050	Lyford	\$3,071

Bardwell	\$362	Lynn County	\$6,275
Barry	\$200	Lytle	\$7,223
Barstow	\$61	Mabank	\$19,443
Bartlett	\$3,374	Madison County	\$49,492
Bartonville	\$8,887	Madisonville	\$11,458
Bastrop	\$46,320	Magnolia	\$26,031
Bastrop County	\$343,960	Malakoff	\$12,614
Bay City	\$57,912	Malone	\$439
Baylor County	\$29,832	Manor	\$12,499
Bayou Vista	\$6,240	Mansfield	\$150,788
Bayside	\$242	Manvel	\$12,305
Baytown	\$216,066	Marble Falls	\$37,039
Bayview	\$41	Marfa	\$65
Beach City	\$12,505	Marietta	\$338
Bear Creek	\$906	Marion	\$275
Beasley	\$130	Marion County	\$54,728
Beaumont	\$683,010	Marlin	\$21,634
Beckville	\$1,247	Marquez	\$1,322
Bedford	\$94,314	Marshall	\$108,371
Bedias	\$3,475	Mart	\$928
Bee Cave	\$12,863	Martin County	\$10,862
Bee County	\$97,844	Martindale	\$2,437
Beeville	\$24,027	Mason	\$777
Bell County	\$650,748	Mason County	\$3,134
Bellaire	\$41,264	Matador	\$1,203
Bellevue	\$56	Matagorda County	\$135,239
Bellmead	\$14,487	Mathis	\$15,720
Bells	\$1,891	Maud	\$423
Bellville	\$7,488	Maverick County	\$115,919
Belton	\$72,680	Maypearl	\$986
Benavides	\$152	McAllen	\$364,424
Benbrook	\$43,919	McCamey	\$542
Benjamin	\$951	McGregor	\$9,155
Berryville	\$14,379	McKinney	\$450,383
Bertram	\$182	McLean	\$14
Beverly Hills	\$4,336	McLendon-Chisholm	\$411
Bevil Oaks	\$549	Mcculloch County	\$20,021
Bexar County	\$7,007,152	Mclennan County	\$529,641
Big Lake	\$547	Mcmullen County	\$1,000
Big Sandy	\$4,579	Meadow	\$1,121

Big Spring	\$189,928	Meadowlakes	\$905
Big Wells	\$236	Meadows Place	\$18,148
Bishop	\$8,213	Medina County	\$48,355
Bishop Hills	\$323	Megargel	\$611
Blackwell	\$31	Melissa	\$15,381
Blanco	\$6,191	Melvin	\$345
Blanco County	\$49,223	Memphis	\$7,203
Blanket	\$147	Menard	\$991
Bloomburg	\$1,010	Menard County	\$14,717
Blooming Grove	\$352	Mercedes	\$21,441
Blossom	\$198	Meridian	\$3,546
Blue Mound	\$2,888	Merkel	\$10,117
Blue Ridge	\$1,345	Mertens	\$239
Blum	\$1,622	Mertzon	\$29
Boerne	\$45,576	Mesquite	\$310,709
Bogata	\$3,649	Mexia	\$21,096
Bonham	\$100,909	Miami	\$455
Bonney	\$2,510	Midland County	\$279,927
Booker	\$1,036	Midland	\$521,849
Borden County	\$1,000	Midlothian	\$95,799
Borger	\$69,680	Midway	\$78
Bosque County	\$71,073	Milam County	\$97,386
Bovina	\$173	Milano	\$904
Bowie	\$83,620	Mildred	\$286
Bowie County	\$233,190	Miles	\$93
Boyd	\$6,953	Milford	\$6,177
Brackettville	\$8	Miller's Cove	\$97
Brady	\$27,480	Millican	\$417
Brazoria	\$11,537	Mills County	\$19,931
Brazoria County	\$1,021,090	Millsap	\$34
Brazos Bend	\$462	Mineola	\$48,719
Brazos Country	\$902	Mineral Wells	\$92,061
Brazos County	\$342,087	Mingus	\$189
Breckenridge	\$23,976	Mission	\$124,768
Bremond	\$5,554	Missouri City	\$209,633
Brenham	\$54,750	Mitchell County	\$20,850
Brewster County	\$60,087	Mobeetie	\$52
Briarcliff	\$572	Mobile City	\$2,034
Briaroaks	\$57	Monahans	\$5,849
Bridge City	\$80,756	Mont Belvieu	\$19,669

Bridgeport	\$33,301	Montague County	\$94,796
Briscoe County	\$977	Montgomery	\$1,884
Broaddus	\$31	Montgomery County	\$2,700,911
Bronte	\$99	Moody	\$828
Brooks County	\$20,710	Moore County	\$40,627
Brookshire	\$6,406	Moore Station	\$772
Brookside Village	\$1,110	Moran	\$50
Brown County	\$193,417	Morgan	\$605
Browndell	\$152	Morgan's Point	\$3,105
Brownfield	\$14,452	Morgan's Point Resort	\$8,024
Brownsboro	\$3,176	Morris County	\$53,328
Brownsville	\$425,057	Morton	\$167
Brownwood	\$166,572	Motley County	\$3,344
Bruceville-Eddy	\$1,692	Moulton	\$999
Bryan	\$246,897	Mount Calm	\$605
Bryson	\$1,228	Mount Enterprise	\$1,832
Buckholts	\$1,113	Mount Pleasant	\$65,684
Buda	\$10,784	Mount Vernon	\$6,049
Buffalo	\$11,866	Mountain City	\$1,548
Buffalo Gap	\$88	Muenster	\$4,656
Buffalo Springs	\$188	Muleshoe	\$4,910
Bullard	\$7,487	Mullin	\$384
Bulverde	\$14,436	Munday	\$2,047
Bunker Hill Village	\$472	Murchison	\$2,302
Burkburnett	\$37,844	Murphy	\$51,893
Burke	\$1,114	Mustang	\$7
Burleson County	\$70,244	Mustang Ridge	\$2,462
Burleson	\$151,779	Nacogdoches	\$205,992
Burnet	\$33,345	Nacogdoches County	\$198,583
Burnet County	\$189,829	Naples	\$4,224
Burton	\$937	Nash	\$7,999
Byers	\$77	Nassau Bay	\$11,247
Bynum	\$380	Natalia	\$625
Cactus	\$4,779	Navarro	\$334
Caddo Mills	\$43	Navarro County	\$103,513
Caldwell	\$18,245	Navasota	\$37,676
Caldwell County	\$86,413	Nazareth	\$124
Calhoun County	\$127,926	Nederland	\$44,585
Callahan County	\$12,894	Needville	\$10,341
Callisburg	\$101	Nevada	\$237

Calvert	\$772	New Berlin	\$4
Cameron	\$11,091	New Boston	\$6,953
Cameron County	\$537,026	New Braunfels	\$307,313
Camp County	\$28,851	New Chapel Hill	\$288
Camp Wood	\$422	New Deal	\$338
Campbell	\$1,116	New Fairview	\$2,334
Canadian	\$1,090	New Home	\$9
Caney City	\$2,005	New Hope	\$1,024
Canton	\$56,734	New London	\$4,129
Canyon	\$26,251	New Summerfield	\$442
Carbon	\$620	New Waverly	\$2,562
Carl's Corner	\$48	Newark	\$520
Carmine	\$385	Newcastle	\$914
Carrizo Springs	\$1,671	Newton	\$6,102
Carrollton	\$310,255	Newton County	\$158,006
Carson County	\$29,493	Neylandville	\$163
Carthage	\$18,927	Niederwald	\$16
Cashion Community	\$322	Nixon	\$2,283
Cass County	\$93,155	Nocona	\$16,536
Castle Hills	\$12,780	Nolan County	\$50,262
Castro County	\$4,420	Nolanville	\$4,247
Castroville	\$4,525	Nome	\$391
Cedar Hill	\$70,127	Noonday	\$226
Cedar Park	\$185,567	Nordheim	\$697
Celeste	\$1,280	Normangee	\$6,192
Celina	\$18,283	North Cleveland	\$105
Center	\$58,838	North Richland Hills	\$146,419
Centerville	\$385	Northlake	\$8,905
Chambers County	\$153,188	Novice	\$76
Chandler	\$17,364	Nueces County	\$1,367,932
Channing	\$2	O'Brien	\$76
Charlotte	\$4,257	O'Donnell	\$27
Cherokee County	\$156,612	Oak Grove	\$2,769
Chester	\$1,174	Oak Leaf	\$612
Chico	\$2,928	Oak Point	\$9,011
Childress	\$37,916	Oak Ridge	\$358
Childress County	\$50,582	Oak Ridge North	\$33,512
Chillicothe	\$172	Oak Valley	\$7
China	\$522	Oakwood	\$148
China Grove	\$598	Ochiltree County	\$15,476

Chireno	\$1,568	Odem	\$7,420
Christine	\$354	Odessa	\$559,163
Cibolo	\$13,690	Oglesby	\$29
Cisco	\$7,218	Old River-Winfree	\$21,653
Clarendon	\$114	Oldham County	\$10,318
Clarksville	\$20,891	Olmos Park	\$9,801
Clarksville City	\$54	Olney	\$6,088
Claude	\$26	Olton	\$1,197
Clay County	\$72,050	Omaha	\$4,185
Clear Lake Shores	\$6,682	Onalaska	\$31,654
Cleburne	\$228,184	Opdyke West	\$479
Cleveland	\$96,897	Orange	\$311,339
Clifton	\$9,939	Orange County	\$689,818
Clint	\$375	Orange Grove	\$1,677
Clute	\$51,350	Orchard	\$867
Clyde	\$17,287	Ore City	\$6,806
Coahoma	\$2,291	Overton	\$7,900
Cochran County	\$3,389	Ovilla	\$13,391
Cockrell Hill	\$512	Oyster Creek	\$9,633
Coffee City	\$1,087	Paducah	\$125
Coke County	\$5,522	Paint Rock	\$141
Coldspring	\$447	Palacios	\$14,036
Coleman	\$5,442	Palestine	\$178,009
Coleman County	\$4,164	Palisades	\$240
College Station	\$258,147	Palm Valley	\$1,918
Colleyville	\$46,049	Palmer	\$12,666
Collin County	\$1,266,721	Palmhurst	\$4,660
Collingsworth County	\$19,234	Palmview	\$7,577
Collinsville	\$1,831	Palo Pinto County	\$124,621
Colmesneil	\$2,211	Pampa	\$67,227
Colorado City	\$8,405	Panhandle	\$9,536
Colorado County	\$49,084	Panola County	\$80,699
Columbus	\$6,867	Panorama Village	\$1,292
Comal County	\$396,142	Pantego	\$12,898
Comanche	\$16,503	Paradise	\$52
Comanche County	\$50,964	Paris	\$201,180
Combes	\$1,710	Parker	\$10,307
Combine	\$1,892	Parker County	\$476,254
Commerce	\$33,869	Parmer County	\$15,866
Como	\$415	Pasadena	\$356,536

Concho County	\$3,859	Pattison	\$1,148
Conroe	\$466,671	Patton Village	\$9,268
Converse	\$27,693	Payne Springs	\$1,770
Cooke County	\$200,451	Pearland	\$333,752
Cool	\$731	Pearsall	\$11,570
Coolidge	\$243	Pecan Gap	\$719
Cooper	\$362	Pecan Hill	\$229
Coppell	\$86,593	Pecos	\$7,622
Copper Canyon	\$489	Pecos County	\$46,997
Copperas Cove	\$133,492	Pelican Bay	\$1,199
Corinth	\$75,298	Penelope	\$415
Corpus Christi	\$1,812,707	Penitas	\$312
Corral City	\$143	Perryton	\$23,364
Corrigan	\$21,318	Petersburg	\$1,691
Corsicana	\$87,310	Petrolia	\$17
Coryell County	\$123,659	Petronila	\$5
Cottle County	\$875	Pflugerville	\$86,408
Cottonwood	\$289	Pharr	\$144,721
Cottonwood Shores	\$1,203	Pilot Point	\$11,613
Cotulla	\$1,251	Pine Forest	\$3,894
Coupland	\$266	Pine Island	\$3,141
Cove	\$387	Pinehurst	\$32,671
Covington	\$519	Pineland	\$4,138
Coyote Flats	\$1,472	Piney Point Village	\$15,738
Crandall	\$12,094	Pittsburg	\$20,526
Crane	\$10,599	Plains	\$129
Crane County	\$26,146	Plainview	\$60,298
Cranfills Gap	\$128	Plano	\$1,151,608
Crawford	\$383	Pleak	\$270
Creedmoor	\$16	Pleasant Valley	\$308
Cresson	\$1,086	Pleasanton	\$29,011
Crockett	\$23,403	Plum Grove	\$258
Crockett County	\$18,210	Point	\$1,519
Crosby County	\$18,388	Point Blank	\$355
Crosbyton	\$1,498	Point Comfort	\$447
Cross Plains	\$4,877	Point Venture	\$588
Cross Roads	\$244	Polk County	\$370,831
Cross Timber	\$542	Ponder	\$1,282
Crowell	\$6,335	Port Aransas	\$31,022
Crowley	\$22,345	Port Arthur	\$367,945

Crystal City	\$19,412	Port Isabel	\$9,802
Cuero	\$24,689	Port Lavaca	\$11,752
Culberson County	\$789	Port Neches	\$38,849
Cumby	\$5,320	Portland	\$76,517
Cuney	\$606	Post	\$2,332
Cushing	\$1,120	Post Oak Bend City	\$1,034
Cut and Shoot	\$2,141	Poteet	\$6,767
DISH	\$19	Poth	\$3,974
Daingerfield	\$12,476	Potter County	\$371,701
Daisetta	\$5,370	Pottsboro	\$12,302
Dalhart	\$11,609	Powell	\$110
Dallam County	\$21,686	Poynor	\$1,180
Dallas County	\$8,538,291	Prairie View	\$7,600
Dallas	\$2,999,902	Premont	\$3,321
Dalworthington Gardens	\$6,060	Presidio	\$148
Danbury	\$4,231	Presidio County	\$787
Darrouzett	\$101	Primera	\$2,958
Dawson	\$600	Princeton	\$19,245
Dawson County	\$46,911	Progreso	\$8,072
Dayton	\$47,122	Progreso Lakes	\$39
Dayton Lakes	\$38	Prosper	\$22,770
De Kalb	\$1,035	Providence Village	\$508
De Leon	\$8,218	Putnam	\$14
De Witt County	\$68,895	Pyote	\$22
DeCordova	\$13,778	Quanah	\$207
DeSoto	\$72,400	Queen City	\$4,837
Deaf Smith County	\$34,532	Quinlan	\$7,304
Dean	\$141	Quintana	\$492
Decatur	\$56,669	Quitaque	\$8
Deer Park	\$49,388	Quitman	\$15,619
Del Rio	\$59,056	Rains County	\$53,190
Dell City	\$15	Ralls	\$3,967
Delta County	\$30,584	Rancho Viejo	\$3,836
Denison	\$210,426	Randall County	\$278,126
Denton	\$458,334	Ranger	\$12,186
Denton County	\$1,132,298	Rankin	\$1,613
Denver City	\$2,104	Ransom Canyon	\$930
Deport	\$42	Ravenna	\$685
Detroit	\$965	Raymondville	\$7,466
Devers	\$191	Reagan County	\$25,215

Devine	\$4,354	Real County	\$5,073
Diboll	\$25,533	Red Lick	\$23
Dickens	\$71	Red Oak	\$26,843
Dickens County	\$1,873	Red River County	\$29,306
Dickinson	\$83,683	Redwater	\$1,058
Dilley	\$2,633	Reeves County	\$103,350
Dimmit County	\$33,294	Refugio	\$8,839
Dimmitt	\$1,012	Refugio County	\$46,216
Dodd City	\$1,211	Reklaw	\$1,136
Dodson	\$447	Reno	\$3,791
Domino	\$196	Reno	\$11,164
Donley County	\$22,370	Retreat	\$52
Donna	\$13,798	Rhome	\$12,285
Dorchester	\$231	Rice	\$1,972
Double Oak	\$4,765	Richardson	\$260,315
Douglassville	\$574	Richland	\$210
Dripping Springs	\$811	Richland Hills	\$24,438
Driscoll	\$39	Richland Springs	\$2,234
Dublin	\$14,478	Richmond	\$77,606
Dumas	\$26,229	Richwood	\$12,112
Duncanville	\$58,328	Riesel	\$1,118
Duval County	\$49,109	Rio Bravo	\$8,548
Eagle Lake	\$4,882	Rio Grande City	\$25,947
Eagle Pass	\$56,005	Rio Hondo	\$3,550
Early	\$14,838	Rio Vista	\$4,419
Earth	\$242	Rising Star	\$1,933
East Bernard	\$5,554	River Oaks	\$11,917
East Mountain	\$2,494	Riverside	\$858
East Tawakoni	\$2,723	Roanoke	\$275
Eastland	\$15,896	Roaring Springs	\$461
Eastland County	\$52,275	Robert Lee	\$85
Easton	\$329	Roberts County	\$547
Ector	\$1,108	Robertson County	\$44,642
Ector County	\$480,000	Robinson	\$18,002
Edcouch	\$4,101	Robstown	\$40,154
Eden	\$497	Roby	\$428
Edgecliff Village	\$2,232	Rochester	\$674
Edgewood	\$13,154	Rockdale	\$20,973
Edinburg	\$120,884	Rockport	\$54,253
Edmonson	\$136	Rocksprings	\$25

Edna	\$18,194	Rockwall	\$114,308
Edom	\$2,149	Rockwall County	\$168,820
Edwards County	\$975	Rocky Mound	\$280
El Campo	\$31,700	Rogers	\$3,818
El Cenizo	\$621	Rollingwood	\$4,754
El Lago	\$5,604	Roma	\$16,629
El Paso	\$1,224,371	Roman Forest	\$8,610
El Paso County	\$2,592,121	Ropesville	\$2,122
Eldorado	\$50	Roscoe	\$778
Electra	\$15,716	Rose City	\$4,012
Elgin	\$26,284	Rose Hill Acres	\$2,311
Elkhart	\$301	Rosebud	\$1,489
Ellis County	\$315,372	Rosenberg	\$126,593
Elmendorf	\$746	Ross	\$147
Elsa	\$7,720	Rosser	\$549
Emhouse	\$83	Rotan	\$1,493
Emory	\$3,878	Round Mountain	\$454
Enchanted Oaks	\$1,299	Round Rock	\$475,992
Encinal	\$1,515	Round Top	\$140
Ennis	\$81,839	Rowlett	\$99,963
Erath County	\$102,616	Roxton	\$47
Escobares	\$40	Royse City	\$23,494
Estelline	\$909	Rule	\$800
Eules	\$92,824	Runaway Bay	\$6,931
Eureka	\$334	Runge	\$255
Eustace	\$2,089	Runnels County	\$33,831
Evant	\$2,068	Rusk	\$17,991
Everman	\$7,692	Rusk County	\$151,390
Fair Oaks Ranch	\$8,077	Sabinal	\$1,811
Fairchilds	\$81	Sabine County	\$46,479
Fairfield	\$1,245	Sachse	\$23,400
Fairview	\$32,245	Sadler	\$925
Falfurrias	\$2,221	Saginaw	\$31,973
Falls City	\$41	Salado	\$3,210
Falls County	\$34,522	San Angelo	\$536,509
Fannin County	\$131,653	San Antonio	\$4,365,416
Farmers Branch	\$94,532	San Augustine	\$25,182
Farmersville	\$10,532	San Augustine County	\$37,854
Farwell	\$343	San Benito	\$40,015
Fate	\$3,473	San Diego	\$11,771

Fayette County	\$92,440	San Elizario	\$7,831
Fayetteville	\$391	San Felipe	\$1,498
Ferris	\$13,873	San Jacinto County	\$197,398
Fisher County	\$5,518	San Juan	\$28,845
Flatonia	\$5,661	San Leanna	\$36
Florence	\$3,949	San Marcos	\$325,688
Floresville	\$21,699	San Patricio	\$4,213
Flower Mound	\$215,256	San Patricio County	\$271,916
Floyd County	\$9,049	San Perlita	\$2,219
Floydada	\$6,357	San Saba	\$10,057
Foard County	\$5,764	San Saba County	\$17,562
Follett	\$212	Sanctuary	\$17
Forest Hill	\$26,132	Sandy Oaks	\$9,863
Forney	\$80,112	Sandy Point	\$1,637
Forsan	\$576	Sanford	\$308
Fort Bend County	\$1,506,719	Sanger	\$22,237
Fort Stockton	\$4,411	Sansom Park	\$223
Fort Worth	\$2,120,790	Santa Anna	\$329
Franklin	\$3,931	Santa Clara	\$87
Franklin County	\$25,783	Santa Fe	\$33,272
Frankston	\$274	Santa Rosa	\$2,138
Fredericksburg	\$56,486	Savoy	\$2,349
Freeport	\$72,973	Schertz	\$60,110
Freer	\$3,271	Schleicher County	\$5,695
Freestone County	\$50,495	Schulenburg	\$2,560
Friendswood	\$140,330	Scotland	\$148
Frio County	\$19,954	Scottsville	\$708
Friona	\$2,848	Scurry	\$1,110
Frisco	\$405,309	Scurry County	\$73,116
Fritch	\$4,548	Seabrook	\$30,270
Frost	\$321	Seadrift	\$991
Fruitvale	\$2,344	Seagoville	\$17,106
Fulshear	\$5,272	Seagraves	\$7,531
Fulton	\$1,602	Sealy	\$20,637
Gaines County	\$54,347	Seguin	\$376,538
Gainesville	\$153,980	Selma	\$22,429
Galena Park	\$13,093	Seminole	\$16,092
Gallatin	\$1,253	Seven Oaks	\$3,917
Galveston	\$488,187	Seven Points	\$7,452
Galveston County	\$1,124,093	Seymour	\$14,218

Ganado	\$5,510	Shackelford County	\$1,288
Garden Ridge	\$11,351	Shady Shores	\$594
Garland	\$420,244	Shallowater	\$1,907
Garrett	\$2,510	Shamrock	\$4,328
Garrison	\$3,555	Shavano Park	\$3,178
Gary City	\$450	Shelby County	\$109,925
Garza County	\$8,944	Shenandoah	\$47,122
Gatesville	\$26,994	Shepherd	\$147
George West	\$6,207	Sherman	\$330,585
Georgetown	\$225,896	Sherman County	\$7,930
Gholson	\$1,505	Shiner	\$4,042
Giddings	\$12,674	Shoreacres	\$958
Gillespie County	\$63,191	Silsbee	\$66,442
Gilmer	\$33,951	Silverton	\$14
Gladewater	\$24,638	Simonton	\$1,906
Glasscock County	\$1,000	Sinton	\$23,658
Glen Rose	\$540	Skellytown	\$400
Glenn Heights	\$16,593	Slaton	\$154
Godley	\$3,115	Smiley	\$655
Goldsmith	\$677	Smith County	\$758,961
Goldthwaite	\$1,225	Smithville	\$17,009
Goliad	\$3,563	Smyer	\$300
Goliad County	\$34,660	Snook	\$1,422
Golinda	\$100	Snyder	\$9,018
Gonzales	\$14,882	Socorro	\$11,125
Gonzales County	\$33,230	Somerset	\$1,527
Goodlow	\$221	Somervell County	\$57,076
Goodrich	\$9,643	Somerville	\$3,806
Gordon	\$365	Sonora	\$7,337
Goree	\$749	Sour Lake	\$17,856
Gorman	\$3,107	South Houston	\$25,620
Graford	\$23	South Mountain	\$154
Graham	\$235,428	South Padre Island	\$30,629
Granbury	\$71,735	Southlake	\$70,846
Grand Prairie	\$445,439	Southmayd	\$7,096
Grand Saline	\$36,413	Southside Place	\$885
Grandfalls	\$65	Spearman	\$14,000
Grandview	\$6,600	Splendora	\$7,756
Granger	\$2,741	Spofford	\$7
Granite Shoals	\$11,834	Spring Valley Village	\$16,404

Granjeno	\$43	Springlake	\$3
Grapeland	\$7,287	Springtown	\$14,244
Grapevine	\$129,195	Spur	\$427
Gray County	\$65,884	St. Hedwig	\$111
Grays Prairie	\$17	St. Jo	\$7,360
Grayson County	\$539,083	St. Paul	\$21
Greenville	\$203,112	Stafford	\$75,145
Gregg County	\$243,744	Stagecoach	\$3,036
Gregory	\$4,697	Stamford	\$398
Grey Forest	\$474	Stanton	\$3,838
Grimes County	\$94,878	Staples	\$19
Groesbeck	\$5,745	Star Harbor	\$151
Groom	\$965	Starr County	\$99,896
Groves	\$40,752	Stephens County	\$35,244
Groveton	\$8,827	Stephenville	\$83,472
Gruver	\$1,166	Sterling City	\$62
Guadalupe County	\$146,824	Sterling County	\$939
Gun Barrel City	\$36,302	Stinnett	\$4,097
Gunter	\$4,609	Stockdale	\$741
Gustine	\$34	Stonewall County	\$1,822
Hackberry	\$94	Stratford	\$8,378
Hale Center	\$6,042	Strawn	\$987
Hale County	\$79,150	Streetman	\$5
Hall County	\$8,933	Sudan	\$32
Hallettsville	\$6,895	Sugar Land	\$321,561
Hallsburg	\$272	Sullivan City	\$6,121
Hallsville	\$10,239	Sulphur Springs	\$124,603
Haltom City	\$71,800	Sun Valley	\$4
Hamilton	\$3,581	Sundown	\$2,592
Hamilton County	\$66,357	Sunnyvale	\$3,248
Hamlin	\$4,656	Sunray	\$2,571
Hansford County	\$16,416	Sunrise Beach Village	\$2,083
Happy	\$327	Sunset Valley	\$9,425
Hardeman County	\$15,219	Surfside Beach	\$6,530
Hardin	\$100	Sutton County	\$6,541
Hardin County	\$379,800	Sweeny	\$4,503
Harker Heights	\$113,681	Sweetwater	\$68,248
Harlingen	\$165,429	Swisher County	\$7,251
Harris County	\$14,966,202	Taft	\$5,861
Harrison County	\$185,910	Tahoka	\$430

Hart	\$86	Talco	\$372
Hartley County	\$786	Talty	\$9,124
Haskell	\$10,829	Tarrant County	\$6,171,159
Haskell County	\$22,011	Tatum	\$972
Haslet	\$1,908	Taylor	\$57,945
Hawk Cove	\$674	Taylor County	\$351,078
Hawkins	\$7,932	Taylor Lake Village	\$412
Hawley	\$931	Taylor Landing	\$153
Hays	\$506	Teague	\$1,714
Hays County	\$529,489	Tehuacana	\$12
Hearne	\$16,824	Temple	\$280,747
Heath	\$28,751	Tenaha	\$4,718
Hebron	\$687	Terrell	\$148,706
Hedley	\$70	Terrell County	\$5,737
Hedwig Village	\$13,067	Terrell Hills	\$9,858
Helotes	\$15,790	Terry County	\$25,423
Hemphill	\$8,035	Texarkana	\$192,094
Hemphill County	\$14,394	Texas City	\$298,702
Hempstead	\$21,240	Texhoma	\$156
Henderson	\$59,966	Texline	\$865
Henderson County	\$327,965	The Colony	\$114,297
Henrietta	\$2,720	The Hills	\$1,004
Hereford	\$20,423	Thompsons	\$1,897
Hewitt	\$19,776	Thorndale	\$1,595
Hickory Creek	\$16,510	Thornton	\$270
Hico	\$5,534	Thorntonville	\$87
Hidalgo	\$26,621	Thrall	\$825
Hidalgo County	\$1,253,103	Three Rivers	\$4,669
Hideaway	\$922	Throckmorton	\$29
Higgins	\$43	Throckmorton County	\$5,695
Highland Haven	\$320	Tiki Island	\$2,178
Highland Park	\$43,383	Timbercreek Canyon	\$369
Highland Village	\$50,315	Timpson	\$12,642
Hill Country Village	\$6,485	Tioga	\$2,390
Hill County	\$127,477	Tira	\$185
Hillcrest	\$5,345	Titus County	\$70,611
Hillsboro	\$46,609	Toco	\$4
Hilshire Village	\$859	Todd Mission	\$1,680
Hitchcock	\$28,796	Tolar	\$2,369
Hockley County	\$46,407	Tom Bean	\$2,293

Holiday Lakes	\$1,795	Tom Green County	\$282,427
Holland	\$77	Tomball	\$34,620
Holliday	\$5,910	Tool	\$14,787
Hollywood Park	\$9,424	Toyah	\$40
Hondo	\$115,288	Travis County	\$4,703,473
Honey Grove	\$7,196	Trent	\$63
Hood County	\$292,105	Trenton	\$3,089
Hooks	\$2,702	Trinidad	\$5,859
Hopkins County	\$149,518	Trinity	\$23,652
Horizon City	\$7,520	Trinity County	\$105,766
Horseshoe Bay	\$48,173	Trophy Club	\$29,370
Houston County	\$78,648	Troup	\$7,918
Houston	\$7,021,793	Troy	\$5,320
Howard County	\$89,330	Tulia	\$8,911
Howardwick	\$84	Turkey	\$737
Howe	\$9,177	Tuscola	\$138
Hubbard	\$3,635	Tye	\$1,766
Hudson	\$6,840	Tyler	\$723,829
Hudson Oaks	\$15,637	Tyler County	\$131,743
Hudspeth County	\$985	Uhland	\$1,545
Hughes Springs	\$4,442	Uncertain	\$185
Humble	\$73,952	Union Grove	\$994
Hunt County	\$309,851	Union Valley	\$666
Hunters Creek Village	\$14,708	Universal City	\$28,428
Huntington	\$8,792	University Park	\$50,833
Huntsville	\$80,373	Upshur County	\$128,300
Hurst	\$99,187	Upton County	\$8,499
Hutchins	\$9,551	Uvalde	\$18,439
Hutchinson County	\$74,630	Uvalde County	\$36,244
Hutto	\$38,346	Val Verde County	\$117,815
Huxley	\$738	Valentine	\$207
Idalou	\$1,999	Valley Mills	\$2,228
Impact	\$8	Valley View	\$1,824
Indian Lake	\$473	Van	\$6,206
Industry	\$604	Van Alstyne	\$43,749
Ingleside on the Bay	\$142	Van Horn	\$211
Ingleside	\$40,487	Van Zandt County	\$248,747
Ingram	\$5,243	Vega	\$974
Iola	\$3,164	Venus	\$9,792
Iowa Colony	\$4,090	Vernon	\$81,337

Iowa Park	\$23,487	Victoria	\$84,598
Iraan	\$56	Victoria County	\$520,886
Iredell	\$216	Vidor	\$95,620
Irion County	\$9,105	Vinton	\$622
Irving	\$427,818	Volente	\$333
Italy	\$5,349	Von Ormy	\$513
Itasca	\$8,694	Waco	\$512,007
Ivanhoe	\$26	Waelder	\$3,427
Jacinto City	\$14,141	Wake Village	\$174
Jack County	\$14,799	Walker County	\$184,624
Jacksboro	\$23,254	Waller County	\$126,206
Jackson County	\$37,984	Waller	\$11,295
Jacksonville	\$80,179	Wallis	\$2,698
Jamaica Beach	\$4,913	Walnut Springs	\$183
Jarrell	\$2,423	Ward County	\$67,920
Jasper	\$78,422	Warren City	\$66
Jasper County	\$248,855	Washington County	\$83,727
Jayton	\$63	Waskom	\$5,346
Jeff Davis County	\$8,500	Watauga	\$33,216
Jefferson	\$11,194	Waxahachie	\$152,094
Jefferson County	\$756,614	Weatherford	\$207,872
Jersey Village	\$36,347	Webb County	\$505,304
Jewett	\$9,338	Webberville	\$1,280
Jim Hogg County	\$12,718	Webster	\$53,202
Jim Wells County	\$166,539	Weimar	\$5,830
Joaquin	\$810	Weinert	\$234
Johnson City	\$3,581	Weir	\$443
Johnson County	\$408,692	Wellington	\$9,111
Jolly	\$26	Wellman	\$383
Jones County	\$22,001	Wells	\$1,357
Jones Creek	\$5,078	Weslaco	\$73,949
Jonestown	\$6,419	West	\$3,522
Josephine	\$881	West Columbia	\$17,958
Joshua	\$20,619	West Lake Hills	\$17,056
Jourdanton	\$9,600	West Orange	\$42,452
Junction	\$4,825	West Tawakoni	\$6,995
Justin	\$8,575	West University Place	\$34,672
Karnes City	\$11,632	Westbrook	\$43
Karnes County	\$35,249	Westlake	\$41,540
Katy	\$52,467	Weston	\$266

Kaufman	\$27,607	Weston Lakes	\$189
Kaufman County	\$353,047	Westover Hills	\$4,509
Keene	\$38,296	Westworth Village	\$7,842
Keller	\$79,189	Wharton	\$31,700
Kemah	\$28,325	Wharton County	\$72,887
Kemp	\$6,419	Wheeler	\$447
Kempner	\$330	Wheeler County	\$26,273
Kendall County	\$100,643	White Deer	\$1,273
Kendleton	\$13	White Oak	\$15,305
Kenedy	\$676	White Settlement	\$23,304
Kenedy County	\$1,000	Whiteface	\$155
Kenefick	\$416	Whitehouse	\$29,017
Kennard	\$132	Whitesboro	\$18,932
Kennedale	\$21,024	Whitewright	\$7,098
Kent County	\$939	Whitney	\$73
Kerens	\$1,924	Wichita County	\$552,371
Kermit	\$5,652	Wichita Falls	\$832,574
Kerr County	\$218,452	Wickett	\$87
Kerrville	\$190,357	Wilbarger County	\$55,124
Kilgore	\$105,583	Willacy County	\$24,581
Killeen	\$535,650	Williamson County	\$1,195,987
Kimble County	\$20,480	Willis	\$24,384
King County	\$1,000	Willow Park	\$26,737
Kingsville	\$20,083	Wills Point	\$43,765
Kinney County	\$2,142	Wilmer	\$426
Kirby	\$8,752	Wilson	\$12
Kirbyville	\$10,690	Wilson County	\$121,034
Kirvin	\$2	Wimberley	\$724
Kleberg County	\$124,109	Windercrest	\$12,908
Knollwood	\$1,160	Windom	\$1,087
Knox City	\$1,962	Windthorst	\$3,385
Knox County	\$11,730	Winfield	\$290
Kosse	\$2,468	Wink	\$120
Kountze	\$19,716	Winkler County	\$61,163
Kress	\$186	Winnnsboro	\$28,791
Krugerville	\$1,508	Winona	\$319
Krum	\$9,661	Winters	\$6,229
Kurten	\$686	Wise County	\$289,074
Kyle	\$51,835	Wixon Valley	\$441
La Feria	\$10,381	Wolfe City	\$5,466

La Grange	\$9,623	Wolfforth	\$4,022
La Grulla	\$1,708	Wood County	\$267,048
La Joya	\$8,457	Woodbranch	\$9,617
La Marque	\$98,930	Woodcreek	\$358
La Porte	\$91,532	Woodloch	\$1,012
La Salle County	\$14,975	Woodsboro	\$1,130
La Vernia	\$3,217	Woodson	\$122
La Villa	\$572	Woodville	\$20,340
La Ward	\$321	Woodway	\$25,713
LaCoste	\$159	Wortham	\$376
Lacy-Lakeview	\$11,599	Wylie	\$114,708
Ladonia	\$2,011	Yantis	\$2,072
Lago Vista	\$13,768	Yoakum County	\$34,924
Laguna Vista	\$3,689	Yoakum	\$20,210
Lake Bridgeport	\$232	Yorktown	\$5,447
Lake City	\$2,918	Young County	\$44,120
Lake Dallas	\$25,314	Zapata County	\$56,480
Lake Jackson	\$75,781	Zavala County	\$38,147
Lake Tanglewood	\$613	Zavalla	\$1,088
Lake Worth	\$20,051		

EXHIBIT C

Exhibit C: TX Opioid Council & Health Care Region Allocations plus Administrative Costs
70% of Total (\$700 million)

Health Care Region Allocation*: \$693 million; Administrative Costs: \$7 million		
Region	Counties in Health Care Region	Allocation
1	Anderson, Bowie, Camp, Cass, Cherokee, Delta, Fannin, Franklin, Freestone, Gregg, Harrison, Henderson, Hopkins, Houston, Hunt, Lamar, Marion, Morris, Panola, Rains, Red, River, Rusk, Smith, Titus, Trinity, Upshur, Van, Zandt, Wood	\$38,223,336
2	Angelina, Brazoria, Galveston, Hardin, Jasper, Jefferson, Liberty, Nacogdoches, Newton, Orange, Polk, Sabine, San Augustine, San Jacinto, Shelby, Tyler	\$54,149,215
3	Austin, Calhoun, Chambers, Colorado, Fort Bend, Harris, Matagorda, Waller, Wharton	\$120,965,680
4	Aransas, Bee, Brooks, De Witt, Duval, Goliad, Gonzales, Jackson, Jim Wells, Karnes, Kenedy, Kleberg, Lavaca, Live Oak, Nueces, Refugio, San Patricio, Victoria	\$27,047,477
5	Cameron, Hidalgo, Starr, Willacy	\$17,619,875
6	Atascosa, Bandera, Bexar, Comal, Dimmit, Edwards, Frio, Gillespie, Guadalupe, Kendall, Kerr, Kinney, La Salle, McMullen, Medina, Real, Uvalde, Val Verde, Wilson, Zavala	\$68,228,047
7	Bastrop, Caldwell, Fayette, Hays, Lee, Travis	\$50,489,691
8	Bell, Blanco, Burnet, Lampasas, Llano, Milam, Mills, San Saba, Williamson	\$24,220,521
9	Dallas, Kaufman	\$66,492,094
10	Ellis, Erath, Hood, Johnson, Navarro, Parker, Somervell, Tarrant, Wise	\$65,538,414
11	Brown, Callahan, Comanche, Eastland, Fisher, Haskell, Jones, Knox, Mitchell, Nolan, Palo Pinto, Shackelford, Stephens, Stonewall, Taylor	\$9,509,818
12	Armstrong, Bailey, Borden, Briscoe, Carson, Castro, Childress, Cochran, Collingsworth, Cottle, Crosby, Dallam, Dawson, Deaf Smith, Dickens, Donley, Floyd, Gaines, Garza, Gray, Hale, Hall, Hansford, Hartley, Hemphill, Hockley, Hutchinson, Kent, King, Lamb, Lipscomb, Lubbock, Lynn, Moore, Motley, Ochiltree, Oldham, Parmer, Potter, Randall, Roberts, Scurry, Sherman, Swisher, Terry, Wheeler, Yoakum	\$23,498,027
13	Coke, Coleman, Concho, Crockett, Irion, Kimble, Mason, McCulloch, Menard, Pecos, Reagan, Runnels, Schleicher, Sterling, Sutton, Terrell, Tom Green	\$5,195,605
14	Andrews, Brewster, Crane, Culberson, Ector, Glasscock, Howard, Jeff Davis, Loving, Martin, Midland, Presidio, Reeves, Upton, Ward, Winkler	\$12,124,354
15	El Paso, Hudspeth	\$17,994,285
16	Bosque, Coryell, Falls, Hamilton, Hill, Limestone, McLennan	\$9,452,018
17	Brazos, Burleson, Grimes, Leon, Madison, Montgomery, Robertson, Walker, Washington	\$23,042,947
18	Collin, Denton, Grayson, Rockwall	\$39,787,684
19	Archer, Baylor, Clay, Cooke, Foard, Hardeman, Jack, Montague, Throckmorton, Wichita, Wilbarger, Young	\$12,665,268
20	Jim Hogg, Maverick, Webb, Zapata	\$6,755,656
	Administrative Costs	\$7,000,000

* Each Region shall reserve 25% of its allocation for Targeted Funds under the guidelines of Exhibit A.

EXHIBIT "B"

Settlement Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 ("Janssen Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.
7. The Governmental Entity has the right to enforce the Janssen Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of

Section IV (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Janssen Settlement shall be a complete bar to any Released Claim.

9. In connection with the releases provided for in the Janssen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Janssen Settlement.

10. Nothing herein is intended to modify in any way the terms of the Janssen Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Janssen Settlement in any respect, the Janssen Settlement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT "C"

Subdivision Settlement Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 ("*Distributor Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributor Settlement, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate in the Distributor Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Distributor Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Distributor Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Distributor Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Distributor Settlement.

7. The Governmental Entity has the right to enforce the Distributor Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributor Settlement, including, but not limited to, all provisions of Part XI, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributor Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributor Settlement.
10. In connection with the releases provided for in the Distributor Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributor Settlement.

11. Nothing herein is intended to modify in any way the terms of the Distributor Settlement, to which Governmental Entity hereby agrees. To the extent this Participation Form is interpreted differently from the Distributor Settlement in any respect, the Distributor Settlement controls.

I have all necessary power and authorization to execute this Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



Meeting
Date: 10/25/2021

Date: 10/18/2021

Item #: 8.

Dept.: Development
Services

Ordinance

SUBJECT:

Consider and take appropriate action on Ordinance O-50-21 amending the City of Kaufman's Code of Ordinances by repealing Article XI, "Unsafe Buildings", of Chapter 22, "Buildings and Building Regulations", and adopting a new Article IX, "Unsafe Buildings" of Chapter 22, establishing updated standards for the Building Standards Commission, authorizing the Commission to hear and determine cases concerning alleged violations of City ordinances regulating buildings codes, fire safety of a building, dangerously damaged or deteriorated buildings, and substandard buildings; providing minimum property standards; providing procedures for proceedings of the Commission; providing for an appeal; authorizing the Commission to assess civil penalties; providing a criminal penalty not to exceed \$2,000 for each day or part thereof when a violation exists; and providing an effective date

BACKGROUND:

The City Attorney and Development Services staff, after reviewing the existing language in the "Unsafe Buildings" section of Chapter 22 of the Code of Ordinances, determined the existing language was inadequate and not in compliance with the Texas Local Government Code, Chapter 214 and SubChapter C of Chapter 54. The ordinance proposes to delete all of the existing language in the "Unsafe Buildings" section and add new language addressing the inadequacies and be in compliance with the Texas Local Government Code. The existing Building Standards Commission met on July 27, 2021 and recommended approval of the proposed language.

The proposed language establishes the Building Standards Commission (BSC) with 5 members with up to 8 but not less than 2 alternate members. The BSC will serve as the appeals board to hear and decide alleged errors in an order, requirement, decision or determination made by the Building Official, the Fire Chief or the Code Enforcement Officer. The BSC will review amendments proposed by the Building Official and Fire Chief to the Building and Fire Codes and make recommendations to City Council. They will hear from any person requesting a change to the Building and Fire Codes. They will hear appeals from contractors whose city contractor registration has been revoked. They will also make decisions regarding the requirement to either repair or demolish substandard or dangerous buildings. The new language includes:

- details the proceedings of the BSC
- provides criteria for determining substandard buildings
- establishes notice requirements
- lists specific actions or orders allowed within certain timeframes
- establishes a \$250 fee for all requests for appeals
- authorizes the city to assess expenses incurred in carrying out the BSC's orders and placing liens on the affected properties
- establishes actions on BSC final decisions,
- establishes Kaufman County district court to hear appeals on a decision or order made by the BSC
- authorizes the ability to assess civil penalties

- details minimum property maintenance standards

The Board of Zoning Adjustment (BZA) has historically served as the Building Standards Commission. The BZA has a similar makeup of 5 regular members and 2 alternates. Staff recommends no change to appointing the BZA to also serve as the Building Standards Commission.

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

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

Recommendation: The Building Standards Commission on July 27, 2021 recommended approval of Ordinance O-50-21 amending in its entirety Article XI, "Unsafe Buildings" of Chapter 22, "Building and Standards Commission and providing updated standards relative to unsafe structures and Building Standards Commission proceedings.

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

ORDINANCE NO. O-50-21

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KAUFMAN, TEXAS REPEALING ARTICLE XI, “UNSAFE BUILDINGS”, OF CHAPTER 22, “BUILDINGS AND BUILDING REGULATIONS”, OF THE CITY’S CODE OF ORDINANCES, IN ITS ENTIRETY, AND ADOPTING A NEW ARTICLE XI, “UNSAFE BUILDINGS”, OF CHAPTER 22 TO ESTABLISH UPDATED STANDARDS FOR THE BUILDING STANDARDS COMMISSION; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR REPEAL AND ADOPTION; AUTHORIZING THE COMMISSION TO HEAR AND DETERMINE CASES CONCERNING ALLEGED VIOLATIONS OF CITY ORDINANCES REGULATING BUILDINGS CODES, FIRE SAFETY OF A BUILDING, DANGEROUSLY DAMAGED OR DETERIORATED BUILDINGS, AND SUBSTANDARD BUILDINGS; PROVIDING MINIMUM PROPERTY STANDARDS; PROVIDING PROCEDURES FOR PROCEEDINGS OF THE COMMISSION; PROVIDING FOR AN APPEAL; AUTHORIZING THE COMMISSION TO ASSESS CIVIL PENALTIES; PROVIDING A CRIMINAL PENALTY NOT TO EXCEED \$2,000 FOR EACH DAY OR PART THEREOF WHEN A VIOLATION EXISTS; PROVIDING A SAVINGS CLAUSE; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council seeks to promote the health, safety, and general welfare of the community by preventing death, injuries and property damage within the City limits; and

WHEREAS, the City Council finds that substandard buildings or structures pose aesthetic harm to the City; and

WHEREAS, the City Council finds the substandard buildings or structures are fire hazards and often attract vermin and insects; and

WHEREAS, the City Council finds that unsecure vacant structures create a nuisance to the community; and

WHEREAS, pursuant to Texas Local Government Code Chapter 214 and subchapter C of Chapter 54, the City Council has authority to regulate substandard buildings or structures; and

WHEREAS, the City Council of the City of Kaufman desires to amend the Code of Ordinances to provide updated standards for the Building Standards Commission in accordance with Chapter 214 and subchapter C of Chapter 54 of the Texas Local Government Code, as amended.

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

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

SECTION 2. REPEAL/ADOPTION. That Article XI, “Unsafe Buildings”, of Chapter 22, “Buildings and Building Regulations”, of the Code of Ordinances of the City of Kaufman is hereby repealed and new Article XI of Chapter 22 is hereby adopted to be and read as follows with all other provisions of Chapter 22 not herein amended to remain in full force and effect:

Chapter 22 – Buildings and Building Regulations

. . .

Article XI – Unsafe Buildings

DIVISION 1 BUILDING STANDARDS COMMISSION

Sec. 22-390. Created.

There is hereby created a Building Standards Commission (“the Commission”) in accordance with the provisions of Subchapter C of Chapter 54 and Chapter 214 of the Local Government Code, V.T.C.A., as amended. Any references to the “Building Board of Appeals” or “Board of Appeals” in other ordinances or codes shall mean the Building Standards Commission.

Sec. 22-391. Members.

(a) *Number, Appointment.* The Commission shall consist of five (5) regular members each to be appointed by the City Council. The City Council may also appoint up to eight (8), but not less than two (2) alternate members, to the Commission who shall serve in the absence of one or more regular members when requested to do so by the City Manager, or designee. All cases shall be heard by at least four (4) members. Each member, whether regular or alternate, shall be appointed by majority vote of the City Council.

(b) *Qualifications.* The Commission should include a cross section of individuals in the building, construction, and property

maintenance fields, who are not also employees of the City, and who own property within the City.

(c) *Terms of Office – Terms of Initial Commission Members.* Terms shall expire on the fourth Monday of September of each year. Upon initial formation of the Commission, the term for the five (5) regular members shall be for two (2) years. The term for the alternate members shall be for two (2) years. Thereafter, each regular and alternate member of the Commission shall be appointed by the City Council for a term of two (2) years.

(d) *Removal, Filling of Vacancies.* Any member, whether regular or alternate, of the Commission may be removed for cause on a written charge by majority vote of the City Council. If requested by the member subject to the removal action, the City Council must hold a public hearing on the matter before a decision regarding removal is made. Any and all vacancies shall be filled by appointment based upon a majority vote of the City Council and shall be for the unexpired term of the vacant position.

(e) *Officers.* The Commission shall have a chairperson and vice-chairperson whose terms shall be one (1) year. The chairperson and vice-chairperson shall be selected by a majority vote of the Building Standards Commission. The chairperson shall preside over meetings and shall be entitled to vote upon each issue. The vice-chairperson shall assist the chairperson in directing the affairs of the Commission. In the absence of the chairperson, the vice-chairperson shall assume the duties of the chairperson. The chairperson and/or vice-chairperson shall keep the minutes of all meetings and may accept the assistance of the city personnel in taking and transcribing minutes.

(f) *Ex-officio Members.* The Building Official, the Fire Chief and the Code Enforcement Officer shall be ex-officio non-voting members of the Commission. It shall be the duty of the ex-officio members of the Commission to inspect all buildings or structures reported to be or believed to be substandard and present a report of such inspection to the city manager or his designee.

Sec. 22-392. Proceedings of the Commission.

(a) Meetings of the Commission shall be held at the call of the chairperson and at other times as determined by the Commission, or as deemed necessary and appropriate by City Council, the Development Services Director and/or the Building Official. All meetings of the Commission shall be open to the public.

- (i) *Quorum.* A majority of the Commission members shall constitute a quorum of the Commission for the purpose of conducting its business, exercising its powers and for all other purposes. The concurring vote of a majority of the members of the Commission qualified to vote on a matter shall be required for any action taken by the Commission under state law or ordinance adopted by the City.
- (ii) The chairperson, or in the chairperson's absence the acting chairperson, may administer oaths and compel the attendance of witnesses.

(b) The Commission with the assistance help from city personnel shall keep minutes of its proceedings showing the vote of each member on each question or the fact that a member is absent or fails to vote. The Commission shall keep records of its examinations and other official actions. The minutes and records shall be filed immediately in the Development Services Department as public records.

(c) The Development Services Director or authorized designee shall present all cases before the Commission. As used in this Chapter, the term "Development Services Director" shall mean the Development Services Director for the City of Kaufman or authorized designee.

Sec. 22-393 Authority--Generally.

(a) *Ordinances.* The Commission shall have the authority granted in this Chapter and, in addition, shall have authority to hear and determine cases concerning alleged violations of City ordinances:

- (i) For the preservation of public safety, relating to the materials or methods used to construct a building or improvement, including the foundation, structural elements, electrical wiring or apparatus, plumbing and fixtures, entrances, or exits;
- (ii) Relating to the fire safety of a building or improvement, including provisions relating to materials, types of construction or design, warning devices, sprinklers or other fire suppression devices, availability of water supply for extinguishing fires, or location, design, or width of entrances or exits;
- (iii) Relating to dangerously damaged or deteriorated buildings or improvements;

- (iv) Relating to conditions caused by accumulations of refuse, vegetation, or other matter that creates breeding and living places for insects and rodents;
 - (v) Relating to a Building Code or to the condition, use, or appearance of property in the City;
 - (vi) Relating to animal care and control; and
 - (vii) Relating to water conservation measures, including water restrictions.
- (b) *Appeals.*
- (i) The Commission may hear and decide an appeal that alleges error in an order, requirement, decision or determination made by the Building Official, Fire Chief or Code Enforcement Officer in the enforcement of the codes and this article, as it exists or may be amended.
 - (1) An appeal must be made in writing, specify the grounds for appeal, and be filed with the city manager's office within twenty (20) days after the Building Official's, Fire Chief's, or Code Enforcement Officer's final decision.
 - (2) The Building Official, Fire Chief, or Code Enforcement Officer shall transmit to the Commission all of the papers constituting the record of the action being appealed.
 - (3) The Commission shall, within a reasonable time, hold a public hearing on the matter and render a decision either sustaining, modifying, or reversing the action appealed.
 - (4) The Commission has the same authority as the Building Official, Fire Chief, or Code Enforcement Officer.
 - (5) The Commission shall have not authority to waive any requirement contained in any of the adopted codes.
 - (ii) *Basis of Commission's Decisions.* In order to make a finding for the appellant, the Commission must make a determination: that the true intent of any of the adopted codes has been incorrectly interpreted by the Building Official, Fire Chief, or Code Enforcement Officer; that a provision (s) of the adopted code(s), made the subject of the appeal, does/do not fully apply; or an equally good or better form of construction of the specific code, made the subject of the appeal, is proposed

- (iii) *Written Decision.* The Commission shall render all decisions in writing to the appellant with a copy to the Building Official, Fire Chief, or Code Enforcement Officer.

(c) *Other Functions.* In addition to the authority granted in this Chapter, the Building Standards Commission, in its capacity as a review board for the City, shall have the following duties and powers including, but not limited to:

- (i) Studying proposed Code amendments and making recommendations to the City Council regarding any proposed amendments to the Building and Fire Codes.
- (ii) Hearing from any person requesting a change to the Building and Fire Codes as adopted by the City.
- (iii) Serving as an advisor to the Building Official and/or Fire Chief.
- (iv) Hearing appeals from decisions of the Building Official, the Fire Chief or the Code Enforcement Officer and making rulings pertaining to:
 - (1) Decisions regarding substandard or dangerous buildings as further provided in this Article; or
 - (2) Other areas as specified in duly adopted ordinances of the City.
- (v) Serving as the board to hear appeals from revocation of City registration issued to those artisans for whom local registration is allowed, including but not limited to Electrical Mechanical, Plumbing, Backflow, Irrigation, and Fire Protection contractors and to hear revocation cases forwarded at the discretion of the Development Services Director or designee. The Commission shall also hear appeals from registration revocation where a written request for appeal is timely filed by the person or entity whose City registration has been revoked. A person or entity seeking an appeal hearing for the revocation of a City registration shall file a written notice requesting such appeal within ten (10) business days of final decision by the City. Such request for appeal shall specify the grounds for reinstatement, and the burden of demonstrating that reinstatement is appropriate shall be on the appellant. The Commission shall have the authority to summon and take appropriate action relative to the revocation whether initiated by City staff or the person or entity whose

registration has been revoked. The decision of the Commission shall be final. Revocation of City registration shall be appropriate where the registrant has violated City permitting requirements.

- (vi) Ordering the repair, within a fixed period, of buildings found to be in violation of an ordinance.
- (vii) Declaring a building substandard in accordance with the powers granted by this Chapter or other local or state law.
- (viii) *Variances*. The Building Standards Commission may not grant variances.
- (ix) *State Statute*. In addition to the authority outlined in this Chapter, the Commission may exercise such other powers and authority conferred upon it by Subchapter C of Chapter 54 and Subchapter A of Chapter 214 "Dangerous Structures" of the Texas Local Government Code, as amended, or by other statutes or ordinances.

Sec. 22-394 Authority--Substandard Housing.

The Building Standards Commission may hear cases regarding a substandard structure if the structure is:

- (a) Dilapidated, substandard, or unfit for human habitation and a hazard to the public health, safety, and welfare;
- (b) Regardless of its structural condition, unoccupied by its owners, lessees, or other invitees and is unsecured from unauthorized entry to the extent that it could be entered or used by vagrants or other uninvited persons as a place of harborage or could be entered or used by children; or
- (c) Boarded up, fenced, or otherwise secured in any manner if:
 - (i) The building constitutes a danger to the public even though secured from entry; or
 - (iii) The means used to secure the building are inadequate to prevent unauthorized entry or use of the building in the manner described by Subsection (b) above.
- (d) In the case of a conflict between this Chapter and the City's nonconforming use regulations, codified as Section 34 of Chapter V of the

City's Comprehensive Zoning Ordinance, the nonconforming use regulations, as amended, shall control.

DIVISION 2 PROCEEDINGS OF BUILDING STANDARDS COMMISSION

Sec. 22-395. Rules governing proceedings.

The Building Standards Commission shall adopt rules to govern its proceedings provided, however, that such rules are not inconsistent with this Article or laws of the State of Texas. The rules shall establish procedures for use in hearings, providing ample opportunity for presentation of evidence and testimony by respondents or persons opposing charges brought by the City or its officials relating to alleged violations of ordinances.

Sec. 22-396. Criteria for Determining Substandard Condition.

A structure shall be considered substandard if:

(a) It is in a condition such that it fails to comply with the minimum standards set forth in the City's ordinances, including but not limited to those standards set forth in this Chapter specifying Minimum Property Standards, as well as the City's building, plumbing, housing, or fire, and/or property maintenance codes; and

(b) Such condition exists to the extent that the life, health, property, or safety of the public or its occupants are endangered.

Sec. 22-397. Notice.

(a) Notice of all proceedings before the Commission shall be given:

- (i) By certified mail, return receipt requested, by personal delivery, or by delivery provided by United States Postal Service with signature confirmation service to the record owners of the affected property, and each holder of a recorded lien against the affected property, as shown by the records of the Office of the County Clerk of the county in which the affected property is located if the address of the lienholder can be ascertained from the deed of trust establishing the lien and/or other applicable instruments on file in the Office of the County Clerk; and
- (ii) To all unknown owners, by posting a copy of the notice on the front door of each improvement situated on the affected property or as close to the front door as practicable.

(b) The notice shall be mailed and posted on or before the 10th day before the date of the hearing before the Commission and must state the date, time, and place of the hearing. In addition, the notice must be published in a newspaper of general circulation in the City on one occasion on or before the 10th day before the date fixed for the hearing. The notice must comply in all respects to Chapter 214 and subchapter C of Chapter 54 of the Local Government Code, V.T.C.A., as amended.

Sec. 22-398. Action by Commission; Time Frames.

(a) *Commission Orders.* After notice and hearing and upon finding that a structure is substandard, the Commission may:

- (i) Order the repair of a substandard structure, within a fixed period as provided in this Chapter;
- (ii) Order, in an appropriate case, the immediate removal of persons or property found on private property, enter on private property to secure the removal if it is determined that conditions exist on the property that constitute a violation of an ordinance, and order action to be taken as necessary to remedy, alleviate, or remove any substandard building found to exist;
- (iii) If the structure is not vacated, secured, repaired, removed, or demolished, or the occupants are not relocated with the time allotted by the Commission, the City may vacate, secure, remove or demolish the building or relocate the occupants at the City's expense. The City may assess the expenses on and have a lien against the property on which the structure was located, unless it is a homestead as protected by the Texas Constitution;
- (iv) Issue orders or directives to any peace officer of the state, including a sheriff or constable or the Chief of Police of the City, to enforce and carry out the lawful orders or directives of the Commission; and
- (v) Determine the amount and duration of the civil penalty that may be recovered by the City as authorized by Subchapter C of Chapter 54, Texas Local Government Code, as amended. In assessing a civil penalty, the Commission shall consider the severity of violations present, the history of compliance of the property or the owner, and the efforts taken, if any, to correct the violations.

(b) *Time Frames for Compliance.* After making a finding that a building is substandard, the Commission shall comply with the following time frames:

- (i) 30-Day Time Period. Except as otherwise provided in this Article, the Commission shall require the owner, lienholder, or mortgagee of a substandard building to within thirty (30) days of the date of the hearing:
 - (1) Secure the building from unauthorized entry; or
 - (2) Repair, remove or demolish the building, unless the owner or lienholder establishes at the hearing that the work cannot reasonably be performed within thirty (30) days.
- (ii) 30 to 90-Day Time Period. If the Commission allows the owner, lienholder, or mortgagee more than 30 days to repair, remove, or demolish the building, the Commission shall establish specific time schedules for the commencement and performance of the work and shall require the owner, lienholder or mortgagee to secure the property in a reasonable manner from unauthorized entry while the work is being performed, as determined at the hearing.
- (iii) Time Period in Excess of 90 Days. The Commission may only allow the owner, lienholder or mortgagee more than 90 days to repair, remove, or demolish the building or fully perform all work required to comply with the order if the owner, lienholder, or mortgagee:
 - (1) Submits a detailed plan and time schedule for the work at the hearing; and
 - (2) Establishes at the hearing that the work cannot reasonably be completed within 90 days because of the scope and complexity of the work; and
 - (3) Regularly submits progress reports to the municipality to demonstrate compliance with the time schedules established for commencement and performance of the work.
- (v) Bond Requirement: If the Commission allows the owner, lienholder, or mortgagee more than 90 days to complete any part of the work required to repair, remove, or demolish the building, the order of the Commission may require that the owner, lienholder, mortgagee or his designee to appear and demonstrate compliance with the time schedules. If the

owner, lienholder or mortgagee owns property, including structures or improvements on property, within the City boundaries that exceeds \$100,000 in total value, the City may require the owner, lienholder, or mortgagee to post a cash or surety bond in an amount adequate to cover the cost of repairing, removing, or demolishing a building under this Article. In lieu of a bond, the Commission may require the owner, lienholder, or mortgagee to provide a letter of credit from a financial institution or a guaranty from a third party approved by the City. The bond shall be posted, or the letter of credit or third party guaranty provided, not later than the 30th day after the date the Commission issues the order.

(c) *Burden of Proof.* The owner, lienholder, or mortgagee has the burden of proof to demonstrate the scope of any work that may be required to comply with City ordinances and the time it will take to reasonably perform the work.

Sec. 22-399. Fees for Appeals to the Commission.

A fee as established in the amended fee schedule of TWO HUNDRED AND FIFTY DOLLARS AND NO/100 DOLLARS (\$250.00) is hereby required for appeals heard by the Building Standards Commission. All fees must be paid at the time an appeal is filed.

Sec. 22-400. Failure to comply with order of the Commission.

(a) If a building is not vacated, secured, repaired, removed, or demolished, or the occupants are not relocated within the time period ordered by the Commission, the City may vacate, secure, remove, or demolish the building or relocate the occupants at its own expense.

(b) If the City incurs expenses under this Section, the City may assess the expenses on, and the City has a lien against, the property on which the building was located, unless the property is a homestead as protected by the Texas Constitution. The lien is extinguished if the property owner or another person having an interest in the legal title to the property reimburses the City for the expenses. The lien arises and attaches to the property at the time the notice of the lien is recorded and indexed in the office of the County Clerk of the county in which the property is located. The notice must contain the name and address of the owner if that information can be determined with a reasonable effort, a legal description of the real property on which the building was located, the amount of expenses incurred by the City, and the balance due.

Sec. 22-401. Final Decision of the Commission.

(a) A copy of the final decision of the Commission shall be mailed by certified mail, return receipt requested, to all persons to whom notice is sent under Section 22-397. The copy shall be mailed promptly after the decision of the Commission becomes final pursuant to this Section.

(b) Within ten (10) calendar days after the date that the order is issued, the Commission shall file a copy of the order in the office of the City Secretary. Within ten (10) calendar days after the date the final decision of the Commission is mailed, an abbreviated copy of the final decision shall be published one time in a newspaper of general circulation in the City, including the street address or legal description of the property; the date of the hearing, a brief statement indicating the results of the order, and instructions stating where a complete copy of the order may be obtained.

(c) If no appeals are taken from the decision of the Commission within the required period, the decision of the Commission is, in all things, final and binding.

Sec. 22-402. Judicial Review.

(a) Any owner, lienholder or mortgagee of record jointly or severally aggrieved by any decision of the Commission may present a petition to a district court, duly verified, setting forth that the decision is illegal, in whole or in part, and specifying the grounds of the illegality. The petition must be presented within thirty (30) calendar days after the date a copy of the final decision of the Commission is personally delivered or mailed by first class mail, certified return receipt requested, to all persons to whom notice is required to be sent pursuant to Subsection 2-3.

(b) Proceedings shall not be stayed by an appeal and issuance of a writ of certiorari and shall only be stayed by the grant of a restraining order or injunction granted by the district court. The District Court's review shall be limited to a hearing under the substantial evidence rule. Costs may not be allowed against the Commission panel. If the decision of the Commission panel is affirmed or not substantially reversed but only modified, the District Court shall allow to the City all attorney's fees and other costs and expenses incurred by it and shall enter a judgment for those items, which may be entered against the property owners as well as all persons found to be in occupation of the property subject to the proceedings before the Commission panel.

Sec. 22-403. Authority—Penalties.

(a) *Civil Penalty.* The Commission may assess a civil penalty against the property owner for failure to repair, remove, or demolish a substandard structure upon proof presented by the City that:

- (i) The property owner was notified of the requirements in the City's substandard building ordinance along with notification of the owner's need to comply; and
- (ii) The owner continued to violate the ordinance after receiving notice.

(b) *Amount.* A civil penalty imposed pursuant to this Section may not exceed the maximum penalty authorized by V.T.C.A. Local Government Code Section 54.017, as amended, or as specifically authorized by any other statutory provision that may apply to such violations, whichever is greater. This Article is cumulative of all other civil remedies provided by state law.

(c) *Criteria For Assessing Civil Penalty.* In assessing a civil penalty, the Commission shall consider the severity of violations present, the history of compliance of the property or the owner, and the efforts taken, if any, to correct the violations.

(d) *Determination Final.* A determination made under this Section is final and binding and constitutes prima facie evidence of the penalty in any court of competent jurisdiction in a civil suit brought by the City for final judgment in accordance with the established penalty.

(e) *Enforcement of Civil Penalty.* To enforce any civil penalty under this Section, the City Secretary must file with the district clerk of the county in which the City is located, a certified copy of the order of the Commission stating the amount and duration of the penalty. No other proof is required for a district court to enter final judgment on the penalty.

(f) *Remedies Cumulative.* The remedies authorized under this Article are inclusive and not exclusive and shall in no way prevent the City from exercising all other remedies at law to which it may be entitled, including proceedings under the jurisdiction of the Municipal Court or injunctive or other civil relief as allowed by law.

DIVISION 3 MINIMUM PROPERTY STANDARDS

Sec. 22-404. Minimum Property Standards.

(a) *Property Standards.* An owner shall at all times maintain his property in compliance with the minimum standards set forth herein, as well as with the editions of the building, plumbing, electrical, mechanical, residential, housing, property maintenance or fire codes, as adopted by the City, and shall:

- (i) Eliminate a hole, excavation, sharp protrusion, and any other object or condition that exists on the land and is reasonably capable of causing injury to a person;
- (ii) Securely cover or close a well, cesspool or cistern;
- (iii) Provide solid waste receptacles or containers when required by the City;
- (iv) Provide drainage to prevent standing water and flooding on the land;
- (v) Remove dead trees and tree limbs that are reasonably capable of causing injury to a person; and
- (vi) Keep all the doors and windows of a vacant structure securely closed to prevent unauthorized entry.

(b) *Structural Standards:* An Owner shall:

- (i) Protect the exterior surfaces of a structure which are subject to decay by application of paint or other coating.
- (ii) Fill hollow, masonry supporting piers, if used, with concrete and anchor the piers to concrete footings with a 5/8-inch steel dowel.
- (iii) Provide and maintain railings for stairs, steps, balconies, porches and elsewhere as specified in the City's Building Code.
- (iv) Repair holes, cracks and other defects reasonably capable of causing injury to a person in stairs, porches, steps and balconies.
- (v) Maintain a structure intended for human occupancy and its structure used as an accessory to a structure intended for human occupancy in a weather tight and water-tight condition.

- (vi) Maintain floors, walls, ceilings, and all supporting structural members in a sound condition, capable of bearing imposed safety loads.
- (vii) Provide cross-ventilation as prescribed in the Building Code.
- (viii) Repair or replace chimney flue and attachments that do not function properly.
- (ix) Repair holes, cracks, breaks, and loose surface materials that are health or safety hazards in or on floors in or on floors, walls and ceilings.
- (x) Provide and maintain a moisture resistant finish or material for the flooring or sub flooring of each bathroom, shower room, and toilet room.
- (xi) Provide every habitable room with at least one window or skylight facing directly to the outdoors.
- (xii) Provide every habitable room with at least one window or skylight which can be easily opened, or such other device as will adequately ventilate the room.
- (xiii) Provide every bathroom with the light and ventilation requirements for habitable rooms except that no window or skylight shall be required in adequately ventilated bathrooms equipped with an approved ventilating system.
- (xiv) Provide that common hall and inside stairway in every building, other than one-family dwellings, be adequately lighted at all times with an illumination of at least one (1) foot candle intensity at the floor in the darkest portion of the normally traveled stairs and passageways.
- (xv) Provide and maintain the building foundation system in a safe manner and capable of supporting the load which normal use may cause to be placed thereon.
- (xvi) Provide that every exterior wall be free of holes, breaks, loose, or rotting boards or timbers, and any other conditions which might admit rain, or dampness to the interior portions of the walls or to the occupied spaces of the building.

- (xvii) Provide roofs which are structurally sound and maintained in a safe manner and which have no defects which might admit rain or cause dampness in the walls or interior portion of the building.
- (xviii) Provide and maintain all portions, additions or sections of a roof including but not limited to fascia, eaves, soffit, sheathing, rafter tails, barge rafter, vent screening, gutters, downspouts, roof jackets and lead or metal flashing.
- (xix) Provide and maintain every dwelling unit with safe, unobstructed means of egress with a minimum ceiling height of seven feet (7') leading to a safe and open space at ground level. Stairs shall have a minimum head room of six feet (6'), eight inches (8").
- (xx) Provide and maintain protective railings on any unenclosed structure over thirty inches (30") from the ground level or on any steps containing four risers or more.
- (xxi) Provide and maintain every window substantially weather-tight, watertight and rodent proof, and keep in sound working condition and good repair.
- (xxii) Provide every exterior door, basement or cellar door and hatchway to be substantially weather-tight, and rodent proof, and kept in sound working condition and good repair.
- (xxiii) Provide every exterior door with properly installed hardware that is maintained to insure reasonable ease of operation to open, close and secure in an open or closed position, as intended by the manufacturer of the door and the attached hardware.
- (xxiv) Provide exterior door frames be properly maintained and affixed with weather-stripping and thresholds as required to be substantially weather-tight, watertight and rodent and insect restrictive when the door is in a closed position.
- (xxv) Provide exterior door jams, stops, headers and moldings securely attached to the structure, maintained in good condition without splitting or deterioration that would minimize the strength and security of the door in a closed position.
- (xxvi) Provide all exterior wood surfaces, other than decay resistant woods, protected from the elements and decay by painting or other protective covering or treatment.

- (xxvii) Provide and maintain garages, storage buildings and all other accessory structures in good repair and sound structural condition.
- (xxviii) Provide every floor, interior wall and ceiling be substantially rodent proof, kept in sound condition and good repair and safe to use and capable of supporting the load which normal use may cause to be placed thereon.
- (xxix) Provide every toilet, bathroom and kitchen floor surface constructed and maintained so as to be substantially impervious to water and so as to permit such floor to be easily kept in a clean and sanitary condition.
- (xxx) Maintain every structural element of the dwelling structurally sound and show no evidence of deterioration which would render it incapable of carrying normal loads.
- (xxxi) Provide and maintain interior stairs and stairwells more than four (4) risers high with handrails located in accordance with the requirements of the Building Code. Handrails or protective railings shall be capable of bearing normally imposed loads and be maintained in good condition.

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

SECTION 4. PENALTY. Any person who violates any provision of this Ordinance, upon conviction, shall be deemed guilty of a misdemeanor and shall be fined a sum not to exceed two thousand dollars (\$2,000.00) for each offense, and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

SECTION 5. SEVERABILITY. If any section, subsection, clause, phrase or provision of this Ordinance, or any application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unconstitutional, the remaining sections, subsections, clauses, phrases and provisions of this Ordinance, or any application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION 6. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its passage and publication of its Caption as required by law and Charter.

PASSED AND APPROVED this 25th day of October, 2021.

JEFF JORDAN, MAYOR

ATTEST:

MYRA MANRIQUEZ, INTERIM CITY SECRETARY

APPROVED AS TO LEGAL FORM:

PATRICIA A. ADAMS, CITY ATTORNEY



Meeting
Date: 10/25/2021

Date: 10/19/2021

Item #: 9.

Dept.: Administration

Discussion Item

SUBJECT:

Consider and provide staff direction regarding the issuance of a request for proposals to obtain professional services to assist with procurement action for TxCDBG- Coronavirus Community Resiliency Program Grant.

BACKGROUND:

There is a very short suspense for the city to submit a CDBG (Corona Virus) grant application (application due November 30, 2021) to compete for funding for the remodel of the current Fire Station to allow for appropriate social distancing and storage of pandemic-related PPE and supplies for future pandemic-related efforts. This action is asking Council for approval to solicit RFP's for professional services related to this action, i.e., Administrative Services & Engineering.

Author:
Mike Slye, City Manager

Reviewed:
Mike Slye, City Manager

Cost:

Funds Available:

Source:

Recommendation: Recommend a motion to direct City Manager to solicit professional services for the CDBG-CV grant for the remodel of the Fire Station.

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

October 7, 2021

To: Kaufman County

From: Ashley Berryhill, Finance Director

Re: September 2021 **STARNow** – Kaufman County Ridership Report

FY2021 TRIP INFORMATION:

	S	O	N	D	J	F	M	A	M	J	J	A	TOTAL
Trips	1,364												1,364
Service Days	21												21
Avg. Daily Trips	65.0												65.0

KPIs

Completed Boardings ⓘ 1364	Avg. Boardings Per Service Hr. ⓘ 1.19	Boarding Cancellations ⓘ 738	Boarding Cancellations (No-Show) ⓘ 67	Cancellation Percentage ⓘ 35.11 %	Cancellation Percentage (No Show) ⓘ 3.19 %	Total Requests ⓘ 2045
Completed Requests ⓘ 1297	No Drivers Available Requests ⓘ 31	Request Cancellations ⓘ 717	Request Cancellations (No Show) ⓘ 66	Avg. # of Requests per Rider ⓘ 6.56	Avg. Travel Duration ⓘ 11.75 min	Avg. Travel Distance ⓘ 3.95 mi
Mean Wait Time ⓘ 34.27 min	Median Wait Time ⓘ 15.21 min	Bookings from Admin Panel ⓘ 80.43 %	Bookings from Rider App ⓘ 19.13 %	Flag Down Bookings ⓘ 0.44 %	Avg. # Riders per Request ⓘ 1.05	

October 7, 2021

To: City of Kaufman

From: Ashley Berryhill, Finance Director

Re: September 2021 Demand and Response Ridership Report

TRIP INFORMATION:

	S	O	N	D	J	F	M	A	M	J	J	A	TOTAL
Trips	175												175
No. Service Days	21												21
Avg. Daily Trips	8.3												8.3

NO. OF TRIPS	PURPOSE
21	Adult Dayhab
0	Education
0	Government
6	Medicaid
17	Medical
97	Nutrition (Senior Center)
16	Other (adult-day care, beauty salon, friend's homes, etc.)
1	Shopping
17	Work
0	Contract Services
0	Vaccination Appointments

ELDERLY AND DISABLED RIDERSHIP	
35	Disabled Trips
119	Elderly (&/or Dis) Trips

154 E & D Total Rides

E & D Percent of Total Trips – 88%

MONTHLY UNDUPLICATED PASSENGERS
17
YEAR TO DATE UNDUPLICATED PASSENGERS
17

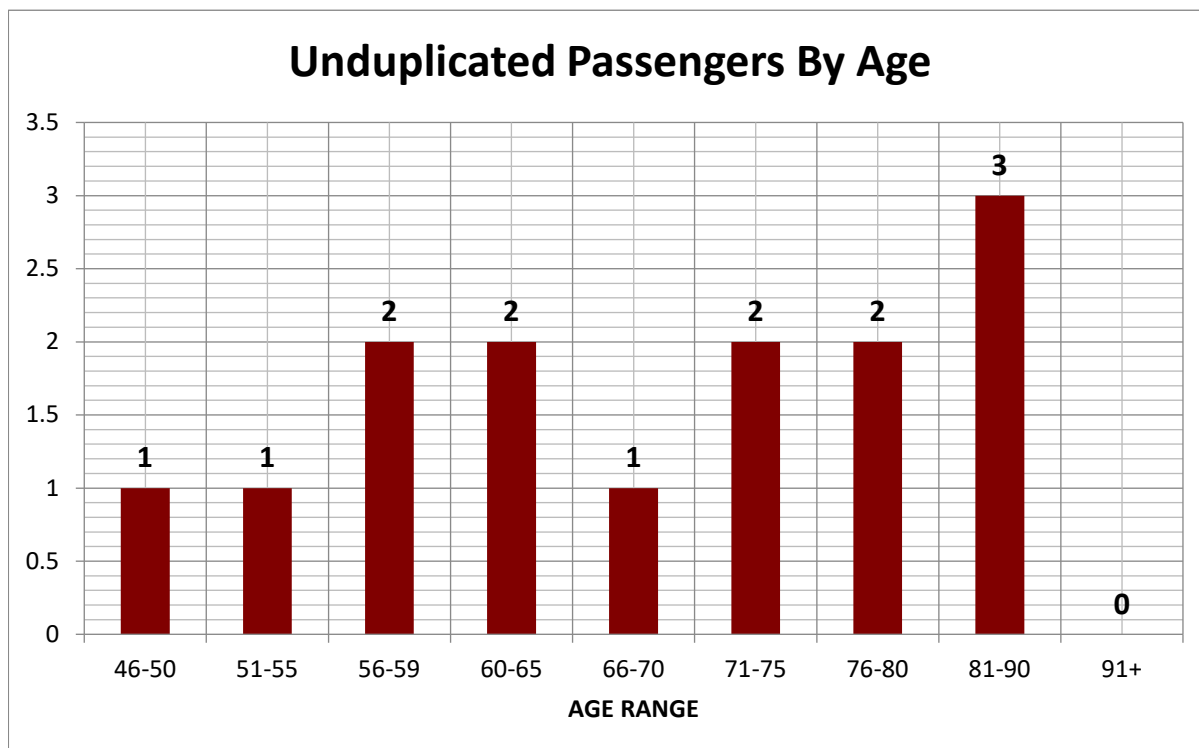


Trip Total	
KAUFMAN TO KAUFMAN	120
KAUFMAN TO OUTSIDE	53
OUTSIDE TO KAUFMAN	2

175

NOSHOW/CANCEL	76
DENIALS	13
Month to Month Unduplicated	17
YTD Unduplicated	17

September 2021 Total D & R Trips	175
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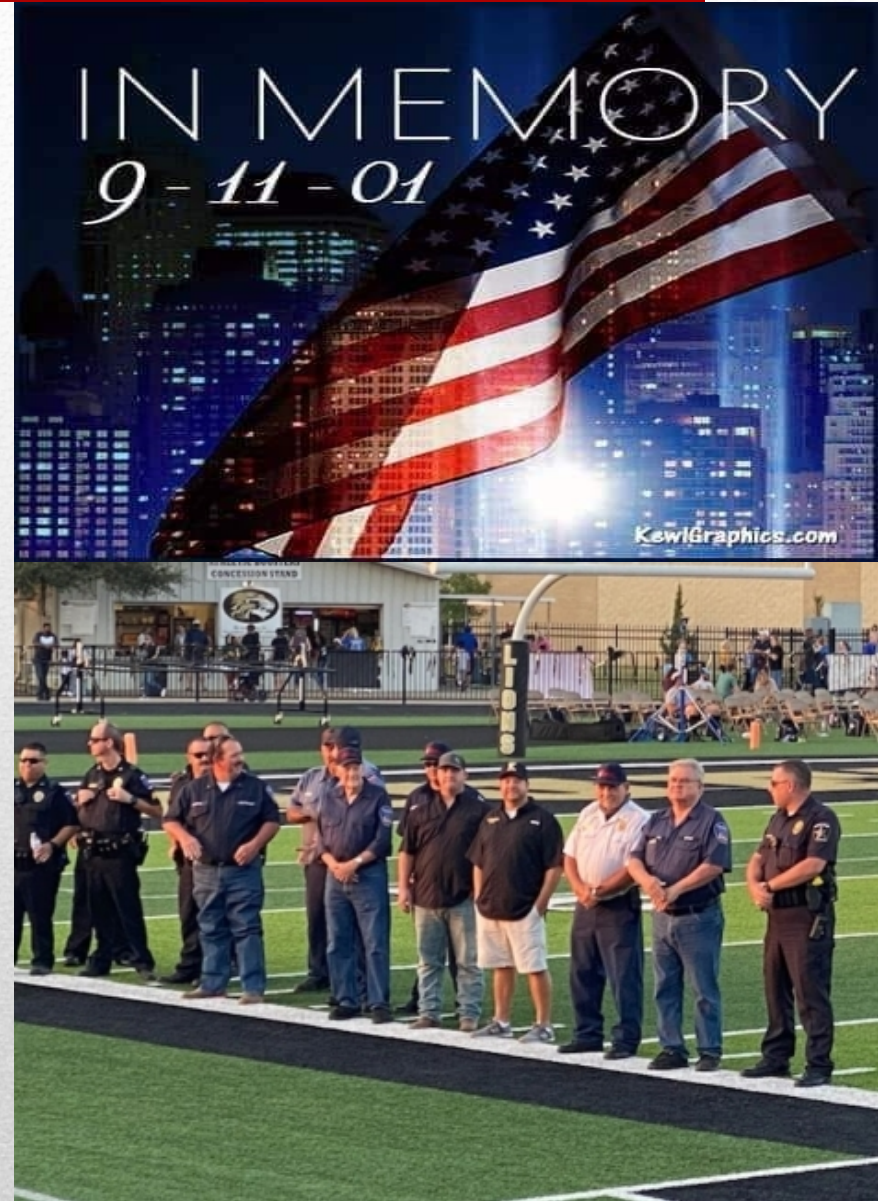


COUNCIL MONTHLY UPDATE

SEPTEMBER 2021

- In September the Kaufman Fire Department responded to 202 calls for service.
- In Sept. 2020 we responded to 199 calls for service
- Held moment of silence for lost lives during attack on 9-11
- Fire and Police we recognized at KISD football game
- New justice center performed inspections on new fire lines.
- 1 volunteer fire fighter was injured at structure fire suffered chest pains and was transported to PHD Dallas with fire personnel assisting on transport
- Training:
 - (Fire Ce's) (EMS Ce's)
 - Reading smoke mass causality incidents

DEPARTMENT SNAPSHOT September

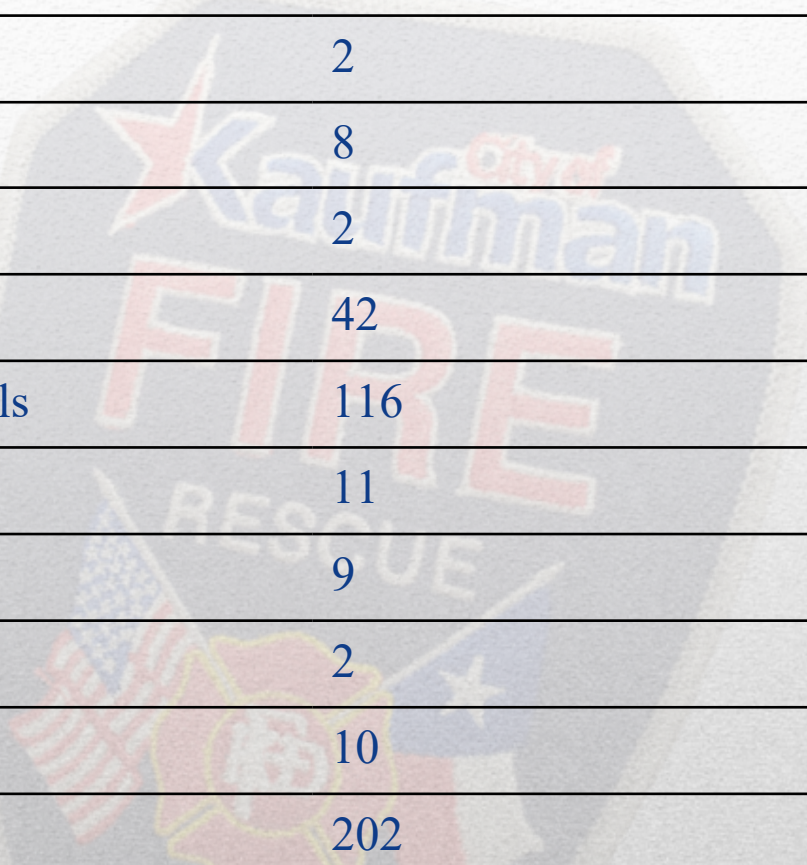


- **Incident Response Time
Monthly Average**

- **September 2020
Monthly Average
Response Time 5
Minutes 01 Seconds
(5.01)**
- **September 2019
Monthly Average
Response Time 5
Minutes 08 Seconds
(5.08)**

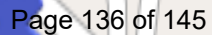


DEPARTMENT SNAPSHOT



Inspections	26
Structure Fires	2
Grass/Trash	8
Automobiles	2
Accidents	42
Emergency Medical Calls	116
Haz / Smoke Calls	11
False Alarms	9
Mutual Aid	2
Public Assist Unlocks	10
Total Response Month	202

Sept. 2021 Responses



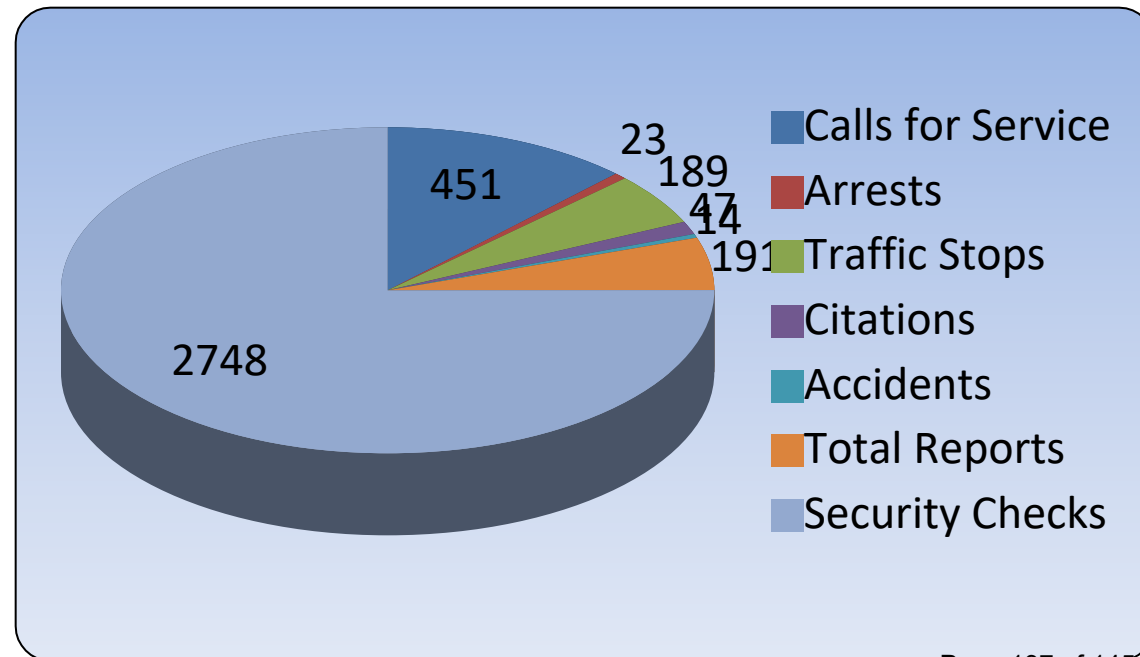
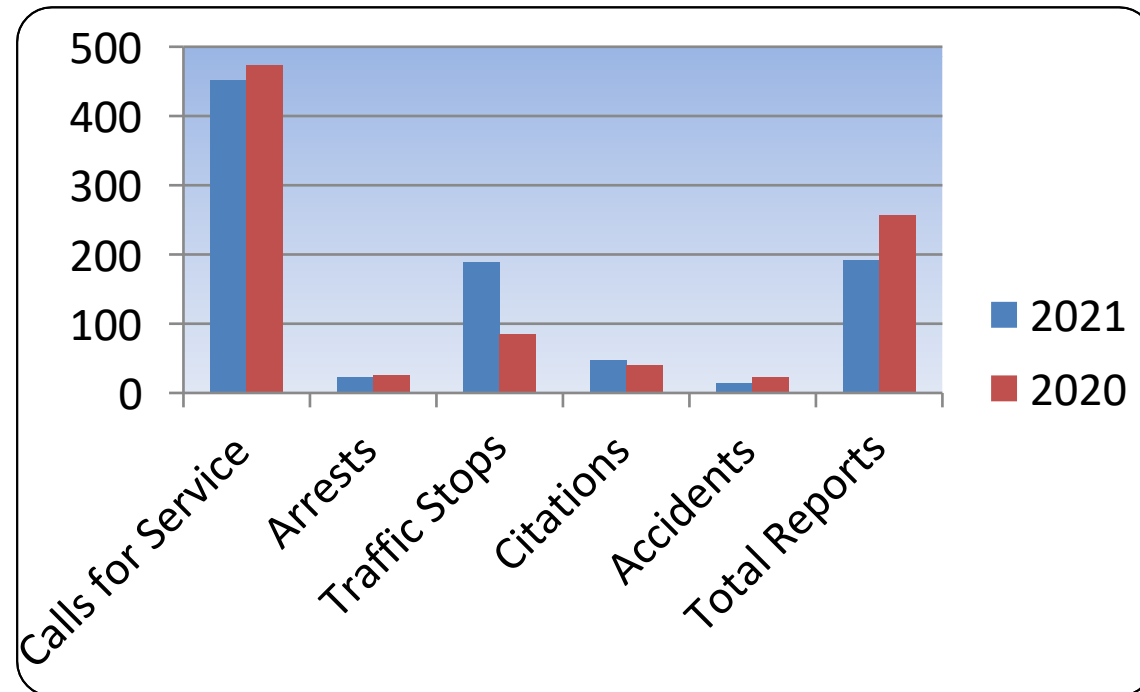
KAUFMAN POLICE DEPARTMENT PATROL ACTIVITY SEPTEMBER 2021

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

- **451** Calls For Service, Including Accidents
- **14** Traffic Accidents
- Completed **2748** Homes, Parks, & Business Checks
- Completed **189** Traffic Stops
- Completed **161** Incident Reports
- Completed **191** Reports
- Made **23** Arrests
- Average monthly response time to calls is **4:21** minutes.

Other points of interest include:

- Utilized the radar trailer on South Houston Street, and South Washington Street (Brookshire's)
- Increased traffic enforcement in School Zones and School Bus Shadowing.



Community Engagement September 2021

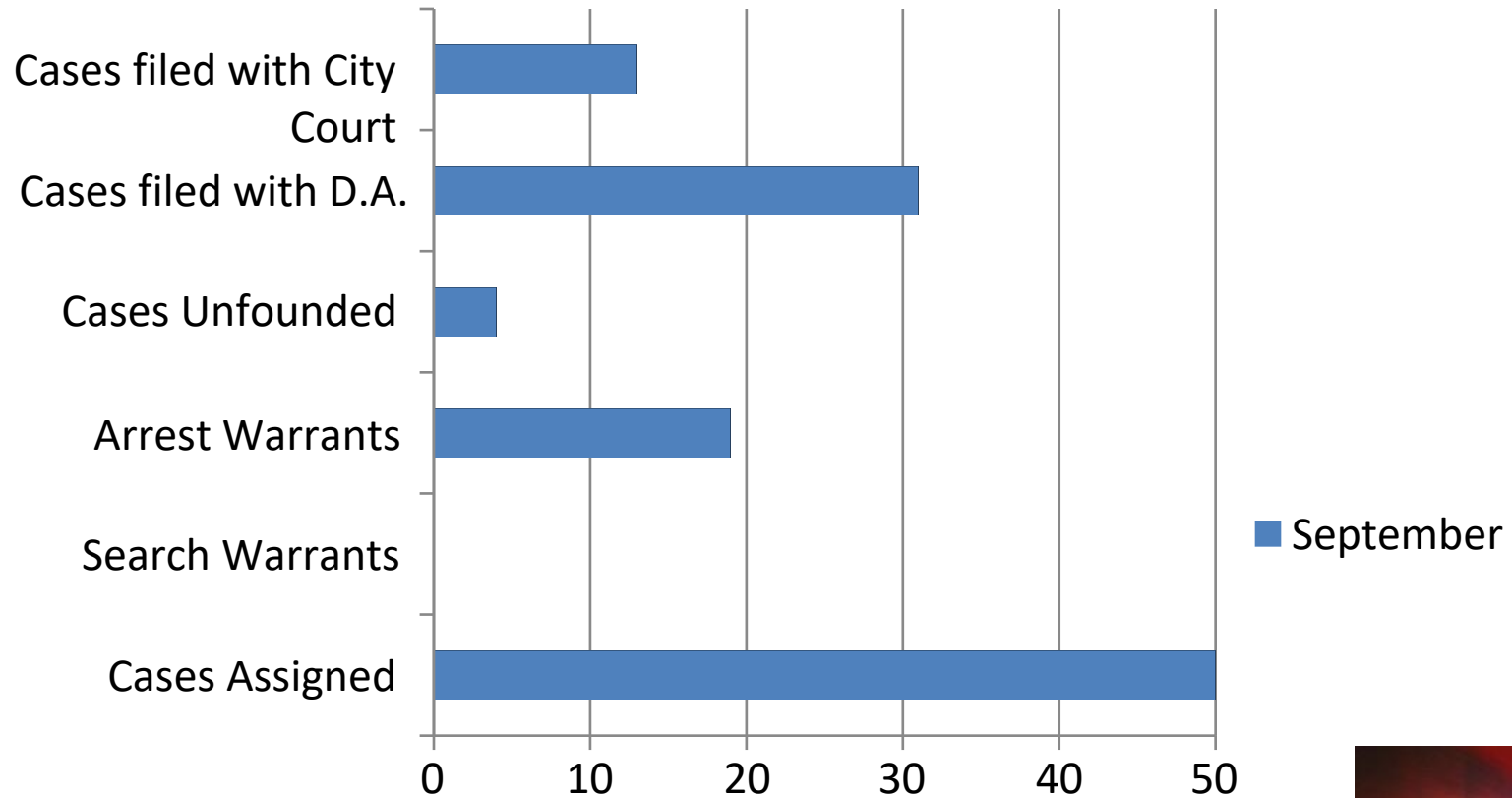
Social Media Posts, Facebook Followers 11,308.

Events attended by Kaufman Police Department employees:

- Weekly Shut-Ins Check.
- KISD First Responder Night @ KHS Stadium. Boteo and Rice
- First Baptist Church 1st Responder Service.
- Kaufman Chamber of Commerce Auction @ Civic Center.
- Coffee with Cops @ McDonalds, Kaufman
- FBC Senior Health Fair Event (Police Department Table)



Kaufman Criminal Investigations Division
September 2021



	Cases Assigned	Search Warrants	Arrest Warrants	Cases Unfounded	Cases filed with D.A.	Cases filed with City Court
September	50	0	19	4	31	13





Year to Date - Offenses Known to Police for September 2021

Printed On: 10/7/2021

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	39	27	4.92	46	-15.22%
Firearm	5	2	0.63	3	66.67%
Knife	1		0.13	3	-66.67%
Other Weapons	1	1	0.13	4	-75.00%
Personal Weapons	32	24	4.04	36	-11.11%
Bribery, Total				1	-100.00%
Burglary/Breaking and Entering, Total	10	4	1.26	16	-37.50%
No Force	4	1	0.50	3	33.33%
Force	6	3	0.76	13	-53.85%
Counterfeiting/Forgery, Total	2		0.25	19	-89.47%
Destruction/Damage/Vandalism of Property, Total	14	4	1.77	28	-50.00%
Drug/Narcotic Offenses, Total	127	124	16.02	107	18.69%
Drug Equipment Violations	29	29	3.66	35	-17.14%
Drug/Narcotic Violations	98	95	12.36	72	36.11%
Embezzlement, Total				2	-100.00%
Extortion/Blackmail, Total				1	-100.00%
Fraud Offenses, Total	10	4	1.26	11	-9.09%
False Pretense/Swindle/Confidence Game					-
Hacking/Computer Invasion					-
Identity Theft					-
Impersonation	8	3	1.01	8	0.00%
Credit Card/Automatic Teller Machine Fraud	2	1	0.25	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	1	1	0.13		-

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 September 2021

Printed On: 10/7/2021

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	74	33	9.33	103	-28.16%
Motor Vehicle Theft, Total	9	3	1.13	12	-25.00%
Buses					-
Automobiles	6	2	0.76	10	-40.00%
Other Motor Vehicles	1		0.13	1	0.00%
Trucks	1	1	0.13		-
Recreational Vehicles	1		0.13	1	0.00%
Pornography/Obscene Material, Total	1		0.13		-
Prostitution Offenses, Total					-
Assisting or Promoting Prostitution					-
Prostitution					-
Purchasing Prostitution					-
Robbery, Total				2	-100.00%
Firearm				1	-100.00%
Personal Weapons					-
Other Weapons				1	-100.00%
Knife					-
Sex Offenses, Total	5	1	0.63	2	150.00%
Fondling	5	1	0.63	1	400.00%
Rape				1	-100.00%
Sexual Assault with an Object					-
Sodomy					-
Sex Offenses, Non-Forcible, Total					-
Incest					-
Statutory Rape					-
Stolen Property Offenses, Total	3	2	0.38		-
Weapons Law Violations, Total	7	7	0.88	7	0.00%
Group A Offense, Total	303	210	38.21	357	-15.13%
Crimes Against Person, Total	45	29	5.67	48	-6.25%
Crimes Against Property, Total	123	50	15.51	195	-36.92%
Crimes Against Society, Total	135	131	17.02	114	18.42%
Officers Killed or Assaulted YTD	0			2	-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 SEPTEMBER 2021

September 2021, Kaufman Animal Control Responded To-

- 46 Calls For Service
- 1 Follow-up Calls
- Warnings Issued – 7
- Citations Issued – 0
- Traps Set - 4

Animals Captured

On Calls – 20

On View – 0

Animals Turned Over

To Owner – 0

To Humane Society – 16

Dead Animals Recovered: - 5

Non-Domestic Animals Captured – 2





Development Services
September Monthly Report
Permits Issued: 09/01/2021-09/30/2021

Permit Title	Project Address	Credential Contacts	Permit Issued Date	Project SQ. FT.	Valuation	Total Fees Collected
Commercial Minor Addition, Remodel or Repair	1007 S Washington St.	Daniel Morgan (Plumbing Contractor)	09/01/2021 at 1:31 PM	-	\$46,000.00	\$1,485.03
Commercial Minor Addition, Remodel or Repair	200 E Mulberry St.	Michael Chambers (General Contractor)	09/09/2021 at 1:32 PM	-	\$49,000.00	\$2,066.52
Commercial Minor Addition, Remodel or Repair	1800 E Highway 243	Justin Higgins (General Contractor)	09/30/2021 at 10:26 AM	-	\$5,000.00	\$180.00
Demolition (R)	1806 S Houston St.	Steven Babovec (General Contractor)	09/02/2021 at 10:37 AM	-	\$1,000.00	\$80.00
Demolition (R)	1800 S Houston St.	Steven Babovec (General Contractor)	09/02/2021 at 10:34 AM	-	\$1,000.00	\$80.00
Electric Permit	901 Terrell	Apolinar Mojica (Home Owner), Mario Mendez (Electrical Contractor)	09/03/2021 at 2:25 PM	-	\$100.00	\$80.00
Electric Permit	610 Pyle Rd	George Taylor (Electrical Contractor)	09/15/2021 at 1:08 PM	-	\$3,000.00	\$82.40
Electric Permit	2002 Elizabeth St.	Edward Hungaski (Electrical Contractor)	09/08/2021 at 10:36 AM	-	\$4,500.00	\$80.00
Electric Permit	708 W Pyle St.	Eddie Nichols (Electrical Contractor)	09/16/2021 at 7:24 AM	-	\$10,116.00	\$82.40
Fence Permit	4102 Fortner Cir.	Bryan Mendez (General Contractor)	09/16/2021 at 2:54 PM	-	\$700.00	\$82.40
Fence Permit	4104 Fortner Cir.	Bryan Mendez (General Contractor)	09/16/2021 at 2:47 PM	-	\$700.00	\$82.40
Fence Permit	4029 Three Forks Rd.	Bryan Mendez (General Contractor)	09/16/2021 at 2:49 PM	-	\$700.00	\$82.40
Fence Permit	4102 Sublett Way	Bryan Mendez (General Contractor)	09/16/2021 at 2:46 PM	-	\$700.00	\$82.40
Fence Permit	1203 S Jefferson St.	Jose Rodriguez (General Contractor)	09/17/2021 at 2:00 PM	-	\$1,000.00	\$82.40
Fence Permit	203 W 5th	Jose Rodriguez (General Contractor)	09/17/2021 at 2:01 PM	-	\$1,000.00	\$82.40
Fence Permit	3175 E Hwy 175	Brian Davis (General Contractor)	09/23/2021 at 2:48 PM	-	\$1,200.00	\$82.40
Fire Alarm, Fire Lane, Fire Sprinkler, Fire Suppression (Vent-a-Hood)	1902 E Hwy 175	Ed Bromley (Fire Sprinkler Systems)	09/09/2021 at 8:02 AM	-	\$328,000.00	\$1,946.24
Fire Alarm, Fire Lane, Fire Sprinkler, Fire Suppression (Vent-a-Hood)	1800 S Washington	Dave Handy (Fire Suppression)	09/02/2021 at 8:36 AM	-	\$3,000.00	\$185.40
Mechanical Permit	208 N Jefferson St.	John Hutto (Mechanical Contractor)	09/30/2021 at 2:07 PM	-	\$19,709.08	\$82.40
Multi-Family Remodel	106 S Wilson St.	Rebeca Badilo (General Contractor)	09/28/2021 at 1:52 PM	-	\$1,000.00	\$82.40
Plumbing Permit	153 Circle Dr.	David Kirk (Plumbing Contractor)	09/01/2021 at 2:33 PM	-	\$1,600.00	\$82.40
Plumbing Permit	700 ED HALL Dr.	Steve Harris (Plumbing Contractor)	09/23/2021 at 10:09 AM	-	\$1,202.00	\$80.00
Residential Accessory/Carport Permit	1418 STILL MEADOW Dr.	Michael Smolinski (General Contractor)	09/02/2021 at 8:22 AM	100.00	\$2,500.00	\$80.00
Residential Accessory/Carport Permit	507 S Dallas St.	Margo Ramirez (Home Owner)	09/07/2021 at 1:24 PM	140.00	\$1,000.00	\$82.40
Residential Addition, Remodel or Repair	300 N Jefferson St.	Charles Hartley (General Contractor)	09/20/2021 at 3:01 PM	-	\$45,000.00	\$1,309.48
Residential Fence and Shed	1400 S Jackson St.	Hebb Wade (Homeowner)	09/08/2021 at 9:32 AM	-	\$10,000.00	\$164.80
Residential New Permit	3931 Holly Springs Ln.	Ruben Reyna (General Contractor)	09/09/2021 at 2:32 PM	2,806.00	\$353,000.00	\$4,927.19
Residential New Permit	3933 Holly Springs Ln.	Ruben Reyna (General Contractor)	09/09/2021 at 2:29 PM	2,333.00	\$374,000.00	\$4,785.29
Residential New Permit	3935 Holly Springs Ln.	Ruben Reyna (General Contractor)	09/09/2021 at 2:43 PM	2,243.00	\$345,000.00	\$4,758.29
Residential New Permit	3937 Holly Springs Ln.	Ruben Reyna (General Contractor)	09/09/2021 at 2:27 PM	2,454.00	\$371,000.00	\$4,821.59
Residential New Permit	4005 Three Forks Rd.	Ruben Reyna (General Contractor)	09/09/2021 at 2:51 PM	3,187.00	\$389,000.00	\$5,041.49
Residential New Permit	4007 Three Forks Rd.	Ruben Reyna (General Contractor)	09/09/2021 at 2:21 PM	2,314.00	\$353,000.00	\$4,779.59
Residential New Permit	4009 Three Forks Rd.	Ruben Reyna (General Contractor)	09/09/2021 at 2:56 PM	2,772.00	\$389,000.00	\$4,916.99
Residential New Permit	1408 Rand Rd.	Leon Faustino (General Contractor)	09/23/2021 at 11:26 AM	2,298.00	\$80,000.00	\$4,772.52
Residential New Permit	4023 Three Forks Rd.	Ruben Reyna (General Contractor)	09/28/2021 at 1:25 PM	1,672.00	\$289,000.00	\$4,586.99
Residential New Permit	4013 Three Forks Rd.	Ruben Reyna (General Contractor)	09/23/2021 at 7:21 AM	2,042.00	\$319,000.00	\$4,697.99
Residential New Permit	4015 Three Forks Rd.	Ruben Reyna (General Contractor)	09/23/2021 at 7:25 AM	1,840.00	\$309,000.00	\$4,637.39
Residential New Permit	4017 Three Forks Rd.	Ruben Reyna (General Contractor)	09/23/2021 at 7:37 AM	3,026.00	\$382,000.00	\$4,993.19
Residential Repair- Replacing windows	109 Silver Trl.	Gerardo Villareal (Homeowner)	09/02/2021 at 10:22 AM	-	\$1,000.00	\$82.40
Roof (Repair or Replace)	703 S Houston St.	Billy Odom (Roof Contractor)	09/07/2021 at 1:25 PM	-	\$5,000.00	\$80.00
Roof (Repair or Replace)	707 S Madison St.	Billy Odom (Roof Contractor)	09/13/2021 at 3:51 PM	-	\$3,415.00	\$82.40
Roof (Repair or Replace)	109 W Mulberry St.	Robert Lloyd (Roof Contractor)	09/16/2021 at 10:49 AM	-	\$47,700.00	\$80.00
Sign Permit	1800 S Washington	Barry Barnett (Sign Contractor)	09/21/2021 at 3:46 PM	-	\$750.00	\$148.32
Sign Permit	1800 S Washington	Barry Barnett (Sign Contractor)	09/21/2021 at 3:45 PM	-	\$750.00	\$148.32
Sign Permit	1800 S Washington	Barry Barnett (Sign Contractor)	09/21/2021 at 3:43 PM	-	\$1,000.00	\$148.32
Sign Permit	1800 S Washington	Barry Barnett (Sign Contractor)	09/21/2021 at 3:41 PM	-	\$1,000.00	\$148.32
Sign Permit	1800 S Washington	Barry Barnett (Sign Contractor)	09/21/2021 at 3:39 PM	-	\$500.00	\$148.32
Sign Permit	1800 S Washington	Barry Barnett (Sign Contractor)	09/21/2021 at 3:30 PM	-	\$1,000.00	\$148.32
Sign Permit	1800 S Washington	Barry Barnett (Sign Contractor)	09/21/2021 at 3:26 PM	-	\$1,000.00	\$148.32
Sign Permit	1800 S Washington	Barry Barnett (Sign Contractor)	09/21/2021 at 3:23 PM	-	\$1,000.00	\$148.32
Sign Permit	1800 S Washington	Barry Barnett (Sign Contractor)	09/21/2021 at 3:21 PM	-	\$1,000.00	\$148.32
Sign Permit	1800 S Washington	Barry Barnett (Sign Contractor)	09/21/2021 at 3:19 PM	-	\$1,000.00	\$148.32
Sign Permit	1800 S Washington	Barry Barnett (Sign Contractor)	09/21/2021 at 3:17 PM	-	\$1,000.00	\$148.32
Sign Permit	1800 S Washington	Barry Barnett (Sign Contractor)	09/21/2021 at 3:14 PM	-	\$1,000.00	\$148.32
TOTALS				29,227.00	\$4,559,842.08	\$68,711.82

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

NOVEMBER 2021

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