



AGENDA
REGULAR CITY COUNCIL MEETING
MONDAY, JANUARY 24, 2022 - 6:00 PM
CITY HALL COUNCIL CHAMBERS
209 S. WASHINGTON STREET
KAUFMAN, TEXAS 75142
AND VIA VIDEOCONFERENCE/TELECONFERENCE

**This meeting will be held using
videoconferencing/teleconferencing
technology with public access via:
WWW.ZOOM.US/JOIN OR
(888)788-0099 (TOLL FREE)
MEETING/WEBINAR ID: 870 3436 0003
PASSWORD: 270462**

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.**

PRESENTATION

1. Texas Health Kaufman- Inclusive Park Sponsorship
2. Lions Club- Inclusive Park Sponsorship
3. Presentation and discussion regarding a Development Services update.

CONSENT AGENDA

4. Consider and take appropriate action on the minutes from December 20, 2021, Regular City Council meeting.
5. Consider and take appropriate action regarding rescheduling the March 28, 2022, Regular City Council Meeting to Monday, March 21, 2022, for Kaufman County Day.

6. Consider and take appropriate action to schedule a Special City Council Meeting for Monday, May 16, 2022, for the purpose of canvassing the Election Returns.
7. Consider and take appropriate action on Resolution R-01-22, a resolution of the City Council of the City of Kaufman, Texas, adopting the Kaufman County Hazard Mitigation Plan.
8. Consider and take appropriate action on Resolution R-02-22, a resolution of the City Council of the City of Kaufman, Texas, authorizing continued participation with the Atmos Cities Steering Committee; and authorizing the payment of five cents (\$0.05) per capita to the Atmos Cities Steering Committee to fund regulatory and related activities related to Atmos Energy Corporation.
9. Consider and take appropriate action on the Final Plat of Lot 5, Block E, Kings Fort Kaufman, being a tract of land containing 2.054-acres (PID 215291), situated in the D. Falcon Survey, Abstract No. 151, Kaufman County, Kaufman, Texas. The property will be addressed as 750 East Highway 175. The property is zoned Planned Development - 15 for Highway Commercial (PD-15-HC). A subdivision of one commercial lot is proposed. (Case FP-01-22)

END OF CONSENT AGENDA

DISCUSSION/ACTION ITEM

10. Consider and take appropriate action on a Development Agreement between the City of Kaufman and Kaufman One WW, for the Freeman Farm Development, an approximate 25.411 acres of land located in the Levi York Survey, Abstract No. 609, City of Kaufman, Kaufman County, Texas; and authorizing the Mayor or his designee to execute necessary documents. (Freeman Farm)

PUBLIC HEARING

11. Conduct a Public Hearing on the advisability of Public Improvements and Creation of the Kaufman Public Improvement District No. 3 ("PID No. 3") within the City of Kaufman, pursuant to Chapter 372 of the Texas Local Government Code on an approximate 25.411 acres of land which is generally located at the northern intersection of US 175 and Primrose Lane, located Levi York Survey, Abstract No. 609, City of Kaufman and identified as the Freeman Farm development and located within the corporate limits of the City of Kaufman, and Consider and take appropriate action on Resolution R-03-22 creating PID No. 3 pursuant to a by petition filed by Kaufman One WW, LLC, a Texas limited liability company requesting creation of PID No. 3; and providing an effective date. (Freeman Farm)
 - a. Presentation
 - b. Public Hearing
 - c. Consider and take appropriate action on Resolution R-03-22.

12. Conduct a Public Hearing on the Proposed City of Kaufman Property Assessed Clean Energy ("PACE") Program, including the report made available for public inspection, as required by Section 399.08 of the PACE Act, Chapter 399 of the Texas Local Government Code.
 - a. Presentation
 - b. Public Hearing
- c. Consider and take appropriate action on Resolution R-04-22, a resolution of the City Council of the City of Kaufman, Texas, establishing the City of Kaufman Property Assessed Clean Energy ("PACE") Program.
- d. Consider and take appropriate action regarding a Professional Services Agreement for Administration of a Property Assessed Clean Energy ("PACE") Program with Lone Star PACE; and authorizing the City Manager or his designee to execute necessary documents.
13. Conduct a public hearing, consider, and take appropriate action on Ordinance O-03-22, an Ordinance of the City Council of the City of Kaufman, Texas, amending Ordinance No. 0-02-07 and Chapter 118, "Zoning", of the Code of Ordinances of the City of Kaufman, collectively, "The Comprehensive Zoning Ordinance and the Official Zoning Map" of the City, to approve Specific Use Permit No. fifty, ("SUP-50") to permit light equipment sales or rental with outdoor display to be located in the front yard, subject to conditions, on an approximate 5.792 acre tract of land (PID 378) zoned Commercial "C", such property being generally located at 3440 East Highway 175, in the Charles Askins Survey, Abstract No. 2, City of Kaufman, Kaufman County, Texas; providing for the incorporation of premises; providing amendments and zoning map amendments; providing assignability and expiration/recission; providing land use regulations; providing a cumulative repealer clause; providing a severability clause; providing a penalty in an amount 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; and providing for publication and an effective date.
 - a. Presentation
 - b. Public Hearing
 - c. Consider and take appropriate action on Ordinance O-03-22.

DISCUSSION/ACTION ITEMS

14. Consider and take appropriate action on Ordinance O-01-22, an ordinance of the City of Kaufman, ordering and calling the City's General Election to be held on May 7, 2022, for the purpose of electing three (3) people to serve as Council members for the City of Kaufman for a term of (2) years each; providing notice of election; providing for the approval of a joint election and Contract for Election Services with Kaufman County; designating polling dates, times and locations for election day and early voting; and authorizing the Mayor or designee to execute necessary documents.

15. Consider and take appropriate action on Ordinance O-02-22, an ordinance of the City Council of the City of Kaufman, amending Ordinance O-43-21 to amend the KEDC 2021-2022 Fiscal Year Budget to balance Revenue Surplus, Expense Surplus, and Shortfall; and providing an effective date.
16. Consider and take appropriate action on Resolution R-05-22, a resolution of the City Council of the City of Kaufman, Texas, declaring that the City is qualified to offer Tax Abatement and to renew the Tax Abatement Policy.
17. Consider and take appropriate action to ratify a Professional Services Agreement with HE Planning+ Design, LLC. for on-call Planning Services for the City of Kaufman.

APPOINTMENT

18. Consider and take appropriate action on the appointment of one (1) member to serve on the Planning and Zoning Commission for the unexpired remainder of a two (2) year term through November 2022.
19. Consider and take appropriate action on the appointment of one (1) alternate member to serve on the Board of Zoning Adjustment for the unexpired remainder of a two (2) year term through September 2022.

ANNOUNCEMENTS AND REPORTS FROM CITY MANAGER

20. Receive an update and discussion regarding the following:
 - a. RFP- IT Services
 - b. First day to file an application for a place on the ballot for the City's General Election, January 19, 2022. Last day to file an application - February 18, 2022.
 - c. Chamber of Commerce Banquet- February 15
 - d. March City Council Meeting- March 21
 - e. Kaufman County Days- March 27 & 28
 - f. Council Retreat- April 14 & 15 at Kaufman Civic Center
 - g. Special City Council Meeting- Election Canvass- May 16
 - h. Discussion Items Report (DIR)
 - i. STAR Transit Ridership Report- December 2021
 - j. Careflite Compliance Report- December 2021
 - k. Fire Department Monthly Report- December 2021

- l. Police Department Monthly Report- December 2021
- m. Development Services Monthly Report- December 2021
- n. Monthly Calendars Attached

EXECUTIVE SESSION

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

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

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

ADJOURNMENT

I, JESSIE HANKS, CITY SECRETARY, DO HEREBY CERTIFY THAT THIS NOTICE OF MEETING WAS POSTED ON THE WINDOW AT KAUFMAN MUNICIPAL COMPLEX, 209 S. WASHINGTON, KAUFMAN, TEXAS, A PLACE CONVENIENT AND READILY ACCESSIBLE TO THE GENERAL PUBLIC AT ALL TIMES AND SAID NOTICE WAS POSTED AT THE KAUFMAN MUNICIPAL COMPLEX, 209 S. WASHINGTON, KAUFMAN, TEXAS AT 4:30 P.M. ON FRIDAY, JANUARY 21, 2022, AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULE TIME OF SAID MEETING.


JESSIE HANKS
CITY SECRETARY

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

****PURSUANT TO SECTION 551.127, TEXAS GOVERNMENT CODE, ONE OR MORE COUNCILMEMBERS OR EMPLOYEES MAY ATTEND THIS MEETING REMOTELY USING VIDEOCONFERENCING TECHNOLOGY. THE VIDEO AND AUDIO FEED OF THE VIDEOCONFERENCING EQUIPMENT CAN BE VIEWED AND HEARD BY THE PUBLIC BY**

ACCESSING WWW.ZOOM.US/JOIN OR (888)788-0099 (TOLL FREE) MEETING /WEBINAR ID:
870 3436 0003 PASSWORD: 270462

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.



**MINUTES OF THE
CITY COUNCIL MEETING
MONDAY, DECEMBER 20, 2021 - 5:30 PM
CITY HALL COUNCIL CHAMBERS
209 S. WASHINGTON STREET
KAUFMAN, TEXAS 75142**

CALL WORK SESSION TO ORDER

Mayor calls the Work Session to order, states the date and time, state Councilmembers present, and declares a quorum present.**

Chairman calls the Work Session to order, states the date and time, state Board Members present, and declares a quorum present.**

Mayor Jordan called the City Council meeting to order at 5:30 PM. Councilmembers present were Jeff Jordan, Carole Aga, Patty Patterson, and Matt Phillips. Mayor Jordan declared a quorum present. Councilmember Barry Ratcliffe arrives at 5:35 PM. Councilmember Council arrived at 5:44 PM. Councilmember Parker arrived at 5:55 PM.

Chairman Cardoza called the Planning and Zoning meeting to order at 5:30 PM. Commissioners present were Patrick Cardoza, Darril Deaton, Burton Brown, and Richard Dunn. Chairman Cardoza declared a quorum present.

Also present were City Manager Mike Slye, Assistant City Manager Mike Holder, City Secretary Jessie Hanks, Development Services Director Marcy Ratcliff, Permit Technician Joy Henderson, Customer Service Representative Myra Manriquez, Human Resource Coordinator Audrey Lewis, EDC Executive Director Stewart McGregor, Police Chief Dana Whitaker, Fire Chief Ronnie Davis, Fire Captain Jeremy Hatcher, and Fire Fighter Casey Vance.

WORK SESSION

1. Joint work session with the Planning and Zoning Commission to review the platting and design standard issues with the current 1999 Subdivision Regulations, outline the new proposed Subdivision Regulations and design standards for public infrastructure and discuss adoption plans.

Tom Rutledge, Executive Vice President of TNP, Inc., provided an overview of the proposed amendments to the City's Subdivision Ordinances. He explained what the issues are with the current ordinance. Ms. Adams outlined the state laws that changed the platting process for cities.

WORK SESSION ADJOURNMENT

Mayor Jordan and Chairman Cardoza adjourned the Work Session at 6:09 PM.

PLEDGE OF ALLEGIANCE

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

Mayor Jordan called the City Council meeting to order at 6:10 PM. Councilmembers present were Jeff Jordan, Patty Patterson, Matt Phillips, Carole Aga, Lisa Parker, Jeff Council, and Barry Ratcliffe. Mayor Jordan declared a quorum present.

Also present were City Manager Mike Slye, Assistant City Manager Mike Holder, City Attorney Patricia Adams, City Secretary Jessie Hanks, Development Services Director Marcy Ratcliff, Permit Technician Joy Henderson, Customer Service Representative Myra Manriquez, Human Resource Coordinator Audrey Lewis, EDC Executive Director Stewart McGregor, Police Chief Dana Whitaker, Police Captain Les Edwards, Police Officer Maegan Spears, Police Officer Lindsey Bedsworth, Fire Chief Ronnie Davis, Fire Captain Jeremy Hatcher, and Firefighter Casey Vance.

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

No comments were given.

PRESENTATION

2. Police Department Academy Graduation Recognition Presentation and discussion.

Chief Whitaker and Captain Edwards introduced Officers Maegan Spears and Lindsey Bedsworth. Both officers had their badges pinned on.

3. Fire Department Graduation Recognition Presentation and discussion.

Chief Davis recognized Firefighter Casey Vance for completing his Bachelor's Degree.

4. Introduction of new Human Resources Coordinator, Audrey Lewis, and discussion.

Mr. Slye introduced Audrey Lewis as the new Human Resources Coordinator.

CONSENT AGENDA

5. Consider and take appropriate action on the minutes from November 15, 2021, Regular City Council meeting.
6. Consider and take appropriate action on the minutes from November 22, 2021, Joint City Council and Kaufman Economic Development Corporation meeting.
7. Consider and take appropriate action on a memorandum of understanding between Kaufman County Sheriff's Office and the City of Kaufman Fire Department regarding the use of the Kaufman County Sheriff's office tower located at 3001 South Washington St.; and authorizing the Mayor or his designee to execute necessary documents.

Mayor Pro-Tem Patterson made a motion to approve Consent Agenda items 5-7 as presented. The motion was seconded by Councilmember Council and passed 7/0.

END OF CONSENT AGENDA

DISCUSSION/ACTION ITEM

8. Consider and take appropriate action on a Development Agreement between the City of

Kaufman and SRP Development, LLC for the Prairie Creek Estates, Phase 3 Development, an approximate 17.480 acres of land located in the Thomas Beedy Survey, Abstract No. 21, City of Kaufman, Kaufman County, Texas; and authorizing the Mayor or his designee to execute necessary documents. (Prairie Creek Estates, Phase 3)

Mr. Slye introduced the proposed development of Prairie Creek Phase 3 and outlined the Development Agreement with SRP Development.

Councilmember Phillips made a motion to conditionally approve the Development Agreement with SRP Development pending legal review. The motion was seconded by Councilmember Aga and passed 7/0.

PUBLIC HEARING

9. Conduct a Public Hearing, consider, and take appropriate action on Resolution R-39-21, a Resolution of the City Council of the City of Kaufman, Texas, authorizing and creating the Kaufman Public Improvement District No. 2 to include an approximate 17.48 acres of property owned by SRP Development, LLC and generally located Southwest of FM 1836 and Melody Drive within the city limits of the City of Kaufman. (Prairie Creek Estates, Phase 3)

- a. Presentation

Mr. Slye informed Council about the PID Petition submitted by SRP Development for the creation of PID #2 which would include the area known as Prairie Creek Estates, Phase 3.

- b. Public Hearing

Mayor Jordan opened the Public Hearing at 6:22 PM.

There being no speakers present, Mayor Jordan closed the Public Hearing at 6:22 PM.

- c. Consider and take appropriate action Resolution R-39-21

Councilmember Aga made a motion to approve Resolution R-39-21 as presented. The motion was seconded by Councilmember Council and passed 7/0.

10. Conduct a public hearing, consider, and take appropriate action on the Preliminary Plat and Land Study of La Vega Ranch Addition and variances to the Subdivision Regulations, specifically street construction required material, private street subdivision criteria, private street subdivision criteria, cul-de-sac requirements, construction of new streets, sidewalk requirements, utilities services and screening. The property being a tract of land containing approximately 92 acres, situated in the Thomas Lowrie Survey, Abstract No. 285 and in Kaufman's Extraterritorial Jurisdiction (ETJ). The subject property is generally located at 2075 CR 4104, Crandall, Texas 75114, northeast of Star Trail (Wynchase Crossing Addition, Phase 1) (PIDs 208804, 213296, 198586, 213262, 209865, 209789, 209823, 213286, 213299, & 208803). The proposed subdivision will contain 10 lots and 1 private street. (Case No. PP-05-21)

- a. Presentation of requested Subdivision Regulations variances and La Vega Ranch Preliminary Plat and Land Study.

Ms. Ratcliff presented the requested Subdivision Regulations variances, La Vega Ranch Preliminary Plat and Land Study. She outlined the nine requested variances.

b. Public Hearing

Mayor Jordan opened the Public Hearing at 6:35 PM.

Alanis Morales, 810 Lake Carolyn Pkwy Apt 411, Irving, Texas, 75039, stated she is project manager for this development and is in support of all the variances and the Preliminary Plat. She outlined the process the developer has gone through to get the property subdivided. She gave a detailed timeline for the sequence of events leading up to the submittal of the variances and Preliminary Plat.

Jonathan Najera, 1801 County Road 4104, Crandall, Texas, 75114, stated he is a land owner in the development and expressed his support for the request.

There were discussions regarding each variance, the effects of approving them, and the sequence of events that led to this item being before the Council.

Mayor Jordan recessed into an Executive Session pursuant to the Texas Local Government Code 552.071 Consult with an attorney at 7:36 PM.

Mayor Jordan reconvened into open session at 8:20 PM

There were discussions about the variances requested.

There being no other speakers present, Mayor Jordan closed the Public Hearing at 8:22 PM.

c. Consider and take appropriate action on the Subdivision Ordinance variance requests.

Councilmember Phillips made a motion to approve variances from Section 3.1.c.10.a.1, Section 3.1.c.10.a.3, Section 3.1.p, Section 3.1.t, Section 3.5, Section 3.8.d, and Section 5.7.a.1 and deny the variances from Section 3.1.c.7 and Section 3.1.u. The motion was seconded by Mayor Pro-Tem Patterson and passed 7/0.

d. Consider and take appropriate action on the Preliminary Plat and Land Study of La Vega Ranch Addition.

Councilmember Phillips made a motion to approve the Preliminary Plat and Land Study of La Vega Ranch Addition with the conditions required under Section 3.1.c.7 and 3.1.u. The motion was seconded by Councilmember Council and passed 7/0.

Mayor Jordan recessed the meeting at 8:24 p.m. Mayor Jordan reconvened the Open Session at 8:26 p.m.

11. Conduct a public hearing, consider, and take appropriate action on Ordinance O-54-21, an Ordinance of the City Council of the City of Kaufman, Texas, amending Ordinance No. 0-02-07 and Chapter 118, "Zoning", of the Code of Ordinances of the City of Kaufman, collectively, "The Comprehensive Zoning Ordinance and the Official Zoning Map" of the City, to approve Specific Use Permit No. forty-nine, ("SUP-49"), and its site plan, to permit light manufacturing and assembly processing of furniture and cabinetry in conjunction with a furniture office/showroom, subject to conditions, on an approximate 1.879 acre tract of land (PID 49846) zoned Commercial "C", such property being generally located at 2400 Tabor Parkway, on lot 4, Heritage Park Addition, City of Kaufman, Kaufman County, Texas; providing for the incorporation of premises; providing amendments and zoning map amendments; providing assignability and

expiration/recission; providing land use regulations; providing a cumulative repealer clause; providing a severability clause; providing a penalty in an amount 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; and providing for publication and an effective date.

a. Presentation

Mr. Slye presented the proposed Specific Use Permit submitted by Kevin McCoormick of Furniture-n-Cabinets.

b. Public Hearing

Mayor Jordan opened the public hearing at 8:28 PM.

There being no speakers present, Mayor Jordan closed the public hearing at 8:29 PM.

c. Consider and take appropriate action on Ordinance O-54-21

Councilmember Council made a motion to approve Ordinance O-54-21 as presented. The motion was seconded by Councilmember Aga and passed 7/0.

DISCUSSION/ACTION ITEMS

12. Consider and take appropriate action on the revised Site Plan of the Kaufman County Justice Center, being a tract of land containing 45 acres, situated in the D. Falcon Survey, Abstract No. 151. The property is platted as Lot 1, Law Enforcement Center Addition and addressed as 1902 East Highway 175. A 24,021 square foot expansion to the Justice Center is proposed. The property is zoned Highway Commercial. (SP-07-21)

Mr. Slye outlined the purpose of the revised Site Plan for the Kaufman County Justice Center.

Councilmember Council made a motion to approve the revised Site Plan for the Kaufman County Justice Center. The motion was seconded by Councilmember Aga and passed 7/0.

13. Consider and take appropriate action on Ordinance O-55-21, an Ordinance of the City Council of the City of Kaufman, Texas, amending Article VII "Parking" of Chapter 102 "Traffic and Vehicles" of Division 2 "Parking Control Zone" of the City's Code of Ordinances by amending Section 102-271, "Definitions; Zone Established" to adopt definitions of trailer-commercial and trailer-non-commercial and to amend the definition of vehicle to exclude trailer-non-commercial, and Section 102-273 "Parking of Trucks, Trailers, Recreational vehicles, etc. Prohibited" to exempt trailer-non-commercial as defined in section 102-271, from the prohibition of parking of such trailers within the streets and public rights of way and exempting the prohibition of parking of such trailers in areas zoned single-family residential or multi-family residential for any purpose other than loading and unloading as set forth in Section 102-273; providing a penalty in an amount not to exceed five hundred dollars (\$500.00) for each offense, and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues; and providing publication and an effective date.

Mr. Slye informed the Council about the request to reconsider Ordinance O-48-21. He outlined the issues with the current ordinance, proposed changes, and the effect they would have.

Councilmember Aga made a motion to approve Ordinance O-55-21 as presented. The motion was

seconded by Councilmember Parker and passed 7/0.

14. Consider and take appropriate action on Resolution R-40-21, a Resolution of the City Council of the City of Kaufman, Texas, regarding the intent to establish the City of Kaufman Property Assessed Clean Energy ("PACE") Program within the corporate limits of the City.

Mr. Slye briefly outlined the program, the initial step, and the future steps at the following meeting.

Councilmember Phillips made a motion to approve Resolution R-40-21 as presented. The motion was seconded by Mayor Pro-Tem Patterson and passed 7/0.

15. Consider and take appropriate action on Resolution R-41-21, a resolution of the City Council of the City of Kaufman, Texas, setting a Public Hearing under Sec. 372.009 of the Texas Local Government Code for the creation of the City of Kaufman Public Improvement District Number Three within the City of Kaufman, Texas, on an approximate 25.411 acres of land generally located within the city limits of the City and as more particularly described by a metes and bounds description available at Kaufman City Hall; and authorizing the issuance of notice by the City Secretary of Kaufman, Texas regarding the Public Hearing. (Freeman Farms)

Mr. Slye informed the Council that the Resolution directs the City Secretary to publish a notice for a required Public Hearing and set a date of January 24, 2022, for the public hearing to consider the creation of Public Improvement District Number Three (PID no.3). He stated this was the official 'start' of the creation of the City of Kaufman's Third PID related specifically to the Freeman Farm subdivision development.

Councilmember Council made a motion to approve Resolution R-41-21 as presented. The motion was seconded by Councilmember Aga and passed 7/0.

16. Consider and take appropriate action on a Chapter 380 Agreement between the City of Kaufman and Bloomfield Homes, L.P. and authorizing the City Manager or his designee to execute necessary documents.

Mr. McGregor introduced the proposed 380 agreement in regards to sourcing the sales tax on the Bloomfield Homes Development.

Councilmember Ratcliffe made a motion to approve the Chapter 380 agreement with Bloomfield Homes and authorize the City Manager to execute the necessary documents. The motion was seconded by Mayor Pro-Tem Patterson and passed 7/0.

ANNOUNCEMENTS AND REPORTS FROM CITY MANAGER

17. Receive an update and discussion regarding the following:
 - a. Water Tower Rehabilitation Update
 - b. CDBG-CV Update
 - c. Winter Storm Uri Policy Change Update
 - d. First day to file application for a place on the Ballot for the City's General Election, January 19, 2022. Last day to file application - February 18, 2022.
 - e. Council Retreat- April 14 & 15, 2022

- f. Discussion Items Report (DIR)
- g. STAR Transit Ridership Report- November 2021
- h. Careflite Compliance Report- November 2021
- i. Fire Department Monthly Report- November 2021
- j. Police Department Monthly Report- November 2021
- k. Development Services Monthly Report- November 2021
- l. Monthly Calendars Attached

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

EXECUTIVE SESSION

Mayor Jordan adjourned into Executive Session at 8:52 PM.

- 18. The City Council will recess into Executive Session pursuant to Texas Government Code for an executive session regarding the following:
 - a. Texas Government Code §551.072: Deliberation regarding Real Property, to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person: County Owned Property
 - b. Texas Government Code § 551.071 (1) and (2): Consultation with Attorney. To consult with the City's Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act and for Council to seek the advice of its attorney about pending or contemplated litigation: Banking Security

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

Mayor Jordan reconvened into open session at 9:07 PM.

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

There were no action taken regarding the Executive Session items.

ADJOURNMENT

There being no further business, Mayor Jordan adjourned the meeting at 9:08 PM.

JEFF JORDAN

ATTEST:

MAYOR

**JESSIE HANKS
CITY SECRETARY**



Meeting
Date: 1/24/2022

Date: 01/04/2022

Item #: 5.

Dept.: Administration

Consent Agenda

SUBJECT:

Consider and take appropriate action regarding rescheduling the March 28, 2022, Regular City Council Meeting to Monday, March 21, 2022, for Kaufman County Day.

BACKGROUND:

The regular March City Council meeting falls on the same day as Kaufman County Day in Austin. Staff is recommending Council reschedule the regular meeting to the Monday before which is Monday, March 21, 2022.

Author:
Jessie Hanks, City Secretary

Reviewed:
Mike Slye, City Manager

Cost:

Funds Available:

Source:

Recommendation: Staff recommends rescheduling the March 28, 2022, Regular City Council meeting to Monday, March 21, 2022.

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



Meeting
Date: 1/24/2022

Date: 01/04/2022

Item #: 6.

Dept.: Administration

Consent Agenda

SUBJECT:

Consider and take appropriate action to schedule a Special City Council Meeting for Monday, May 16, 2022, for the purpose of canvassing the Election Returns.

BACKGROUND:

Council will need to schedule a Special City Council Meeting for the purpose of canvassing the election returns. Per City Charter and State Law, this needs to be completed no earlier than the third day (May 10th) or later than the 11th day (May 18th) after the election.

Staff will post on the City's website and Facebook page to inform the citizens of the changes.

Author:
Jessie Hanks, City Secretary

Reviewed:
Mike Slye, City Manager

Cost:

Funds Available:

Source:

Recommendation: Staff recommends scheduling a Special City Council Meeting for Monday, May 16, 2022, for the purpose of canvassing the Election Returns.

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



Meeting
Date: 1/24/2022

Date: 01/04/2022

Item #: 7.

Dept.: Administration

Resolution

SUBJECT:

Consider and take appropriate action on Resolution R-01-22, a resolution of the City Council of the City of Kaufman, Texas, adopting the Kaufman County Hazard Mitigation Plan.

BACKGROUND:

FEMA has approved the Kaufman County Hazard Mitigation Plan. The city has included it's annex to the approved plan and now has to adopt the plan as well. This is merely a formality.

Author:
Mike Slye, City Manager

Reviewed:
Mike Slye, City Manager

Cost:

Funds Available:

Source:

Recommendation: Staff recommends approval of Resolution R-01-22 as presented.

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

RESOLUTION R-01-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KAUFMAN, TEXAS, ADOPTING THE 2022 KAUFMAN COUNTY HAZARD MITIGATION PLAN; PROVIDING FOR THE INCORPORATION OF PREMISES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, natural hazards in the City of Kaufman area historically have caused significant disasters with losses of life and property and damage to natural resources; and

WHEREAS, the Federal Disaster Mitigation Act of 2000 and Federal Emergency Management Agency (FEMA) require communities to adopt a hazard mitigation action plan to be eligible for the full range of pre-disaster and post-disaster federal funding for mitigation purposes; and

WHEREAS, FEMA requires that communities update hazard mitigation action plans every five years in order to be eligible for the full range of pre-disaster and post-disaster federal funding for mitigation purposes; and

WHEREAS, the current City of Kaufman Hazard Mitigation Plan was adopted on January 24, 2022; and

WHEREAS, the City of Kaufman has assessed the community's potential risks and hazards and is committed to planning for a sustainable community and reducing the long-term consequences of natural and man-caused hazards; and

WHEREAS, the 2022 Kaufman County Hazard Mitigation Plan outlines a mitigation vision, goals and objectives; assesses risk from a range of hazards; and identifies risk reduction strategies and actions for hazards that threaten the community.

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

SECTION 1. The above premises are hereby declared true and accurate and shall be incorporated as if set forth fully herein.

SECTION 2. The 2022 Kaufman County Hazard Mitigation Plan is approved in its entirety, as set forth in Exhibit A hereto.

SECTION 3. The City of Kaufman will pursue available funding opportunities for implementation of the proposals designated therein, and will, upon receipt of such funding or other necessary resources, seek to implement the actions contained in the mitigation strategies.

SECTION 4. The City of Kaufman vests with the Mayor the responsibility, authority, and means to inform all parties of this action; assure that the Hazard Mitigation Plan will be reviewed at least annually; and that any needed adjustments will be presented to the City Council for consideration.

SECTION 5. The City of Kaufman agrees to take such other action as may be reasonably necessary to carry out the objectives of the Plan and report on progress as required by FEMA and the Texas Division of Emergency Management (TDEM).

SECTION 6. This Resolution shall take effective upon its passage as required by law.

PASSED AND ADOPTED this 24th day of January, 2022.

JEFF JORDAN
MAYOR

ATTEST:

JESSIE HANKS
CITY SECRETARY

APPROVED AS TO LEGAL FORM:

PATRICIA ADAMS
CITY ATTORNEY

Exhibit A



Meeting
Date: 1/24/2022

Date: 01/18/2022

Item #: 8.

Dept.: Administration

Consent Agenda

SUBJECT:

Consider and take appropriate action on Resolution R-02-22, a resolution of the City Council of the City of Kaufman, Texas, authorizing continued participation with the Atmos Cities Steering Committee; and authorizing the payment of five cents (\$0.05) per capita to the Atmos Cities Steering Committee to fund regulatory and related activities related to Atmos Energy Corporation.

BACKGROUND:

See attached Report

Author:
Mike Slye, City Manager

Reviewed:
Mike Slye, City Manager

Cost:

Funds Available:

Source:

Recommendation: Staff recommends approval of Resolution R-02-22 as presented.

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

STAFF REPORT ON ASSESSMENT RESOLUTION FOR ATMOS CITIES STEERING COMMITTEE

Purpose of the Resolution:

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

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

The ACSC Membership Assessment Supports Important Activities:

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

Explanation of Resolution Paragraphs:

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

Payment of Assessment

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

RESOLUTION NO. R-02-22

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

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

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

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

WHEREAS, the City is a member of ACSC; and

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

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

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

Section 2. The City is further authorized to pay its 2022 assessment to the ACSC in the amount of five cents (\$0.05) per capita.

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

Brandi Stigler
Atmos Cities Steering Committee
c/o Arlington City Attorney’s Office, Mail Stop 63-0300
101 S. Mesquite St., Suite 300
Arlington, Texas 76010

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

PASSED AND APPROVED this 24th day of January, 2022.

JEFF JORDAN
MAYOR

ATTEST:

JESSIE HANKS
CITY SECRETARY

APPROVED AS TO FORM:

PATRICIA A. ADAMS
CITY ATTORNEY



Meeting
Date: 1/24/2022

Date: 01/04/2022

Item #: 9.

Dept.: Development
Services

Consent Agenda

SUBJECT:

Consider and take appropriate action on the Final Plat of Lot 5, Block E, Kings Fort Kaufman, being a tract of land containing 2.054-acres (PID 215291), situated in the D. Falcon Survey, Abstract No. 151, Kaufman County, Kaufman, Texas. The property will be addressed as 750 East Highway 175. The property is zoned Planned Development - 15 for Highway Commercial (PD-15-HC). A subdivision of one commercial lot is proposed. (Case FP-01-22)

BACKGROUND:

Author:
Joy Henderson, Planning Technician

Reviewed:
Mike Slye, City Manager

Cost:

Funds Available:

Source:

Recommendation: Planning and Zoning recommend approval by a vote of 5-0.

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



Planning and Zoning Commission Report

Meeting Date: January 4, 2022

SUBJECT: Consider and make a recommendation to City Council on the **Final Plat of Lot 5, Block E, Kings Fort Kaufman**, being a tract of land containing 2.054-acres (PID 215291), situated in the D. Falcon Survey, Abstract No. 151, Kaufman County, Kaufman, Texas. The property will be addressed as 750 East Highway 175. The property is zoned Planned Development - 15 for Highway Commercial (PD-15-HC). A subdivision of one commercial lot is proposed. (Case FP-01-22)

SUMMARY:

Lot 5, Block E of the Kings Fort Kaufman, containing 2.054 acres (89,472 SF), is proposed to be developed as a Lone Star Credit Union.

The proposed Final Plat shows Lot 5 will not have any cross access points to the lots located on the west side of the proposed lot due to a drainage easement. The building will front along East Highway 175. The two access points are located on the east side of the property along Meara Drive and the rear of the property along Kings Fort Parkway. There are no shared driveways for this property.

THOROUGHFARE PLAN: All the rights of way required for East Highway 175, Meara Drive and Kings Fort Parkway have already been dedicated. Meara Drive is not a designated thoroughfare. Kings Fort Parkway is designated as a Type C, Major Collector, which requires a minimum 80 foot wide right of way width.

COMPREHENSIVE PLAN: The property is zoned Planned Development-15 for Highway Commercial (PD-15-HC) development. The commercial zoning complies with the 2014 Future Land Plan.

RECOMMENDATIONS:

Staff recommends approval of the Final Plat of Lot 5, Block E, Kings Fort Addition.

ATTACHMENTS:

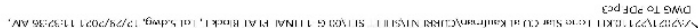
1. Location Map
2. Final Plat of Lot 5, Block E, Kings Fort

Joy Henderson, Planning Technician
972-932-2216 ext. 115 jhenderson@kaufmantx.org

Location Map



Page 28 of 193





Meeting
Date: 1/24/2022

Date: 01/03/2022

Item #: 10.

Dept.: Administration

Action Item

SUBJECT:

Consider and take appropriate action on a Development Agreement between the City of Kaufman and Kaufman One WW, for the Freeman Farm Development, an approximate 25.411 acres of land located in the Levi York Survey, Abstract No. 609, City of Kaufman, Kaufman County, Texas; and authorizing the Mayor or his designee to execute necessary documents. (Freeman Farm)

BACKGROUND:

Author:
Mike Slye, City Manager

Reviewed:
Mike Slye, City Manager

Cost:

Funds Available:

Source:

Recommendation: Staff recommends approval of a Development Agreement with Kaufman One WW.

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



Meeting
Date: 1/24/2022

Date: 01/03/2022

Item #: 11.

Dept.: Administration

Resolution

SUBJECT:

Conduct a Public Hearing on the advisability of Public Improvements and Creation of the Kaufman Public Improvement District No. 3 ("PID No. 3") within the City of Kaufman, pursuant to Chapter 372 of the Texas Local Government Code on an approximate 25.411 acres of land which is generally located at the northern intersection of US 175 and Primrose Lane, located Levi York Survey, Abstract No. 609, City of Kaufman and identified as the Freeman Farm development and located within the corporate limits of the City of Kaufman, and Consider and take appropriate action on Resolution R-03-22 creating PID No. 3 pursuant to a by petition filed by Kaufman One WW, LLC, a Texas limited liability company requesting creation of PID No. 3; and providing an effective date. (Freeman Farm)

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
☐	☐	☐	☐	☐

RESOLUTION NO. R-03-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KAUFMAN, TEXAS, AUTHORIZING AND CREATING A PUBLIC IMPROVEMENT DISTRICT IN ACCORDANCE WITH CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE (CITY OF KAUFMAN PUBLIC IMPROVEMENT DISTRICT NO. 3); PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Kaufman, Texas (the "*City*"), is authorized under Chapter 372 of the Texas Local Government Code, as amended (the "*Act*"), to create a public improvement district ("*PID*") within its corporate limits; and

WHEREAS, the City received a petition from the owner of approximately 50 acres within the corporate limits of the City (the "*Petitioner*"), submitted and filed with the City Secretary of the City a petition (the "*Petition*") requesting the establishment of a PID (the "*District*") within the corporate limits of the City, such District to include the property described by metes and bounds in Exhibit "A" and depicted in Exhibit "B" (the "*Property*"), each attached hereto and incorporated herein for all purposes; and

WHEREAS, the City Council of the City (the "*City Council*") received the Petition which was signed by the owners of more than 50% of the appraised value of the taxable real property liable for assessment and the record owners of more than 50% of the area of all taxable real property within the District that is liable for assessment, and as such, the Petition complies with the Act; and

WHEREAS, on December 20, 2021, the City Council accepted the Petition and called a public hearing for January 24, 2022, on the creation of the District and the advisability of the improvements; and

WHEREAS, notice of the hearing was published in a newspaper of general circulation in the City in which the District is to be located on December 30, 2021; and,

WHEREAS, on January 4, 2022, notice to the owners of property within the proposed District was sent by first-class mail to the owners of 100% of the property subject to assessment under the proposed District containing the information required by the Act such that such owners had actual knowledge of the public hearing to be held on January 24, 2022; and

WHEREAS, on January 24, 2022 the City Council held such public hearing on the creation of the District and heard any comments or objection thereto;

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

SECTION 1. That the findings set forth in the recitals of this Resolution are found to be true and correct.

SECTION 2. That the Petition submitted to the City by the Petitioner was filed with the City Secretary and complies with the Act.

SECTION 3. That pursuant to the requirements of the Act, including, without limitation, Sections 372.006, 372.009(a), and 372.009(b), the City Council, after considering the Petition and any evidence and testimony presented at the public hearing on January 24, 2022 hereby finds and declares:

- (a) *Advisability of the Proposed Improvements.* It is advisable to create the District to provide the Authorized Improvements (as described below). The Authorized Improvements are feasible and desirable and will promote the interests of the City and will confer a special benefit on the Property.
- (b) *General Nature of the Authorized Improvements.* The general nature of the proposed public improvements (collectively, the "Authorized Improvements"): (i) street and roadway improvements, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) establishment or improvement of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, playgrounds, walkways, lighting and any similar items located therein; (iii) sidewalks and landscaping, including entry monuments and features, fountains, lighting and signage; (iv) acquisition, construction and improvement of water, wastewater and drainage improvements and facilities (v) projects similar to those listed in subsections (i) - (iv) above authorized by the Act, including similar off-site projects that provide a benefit to the property within the District; (vi) special supplemental services for improvement and promotion of the District as approved by the City; (vii) payment of costs associated with operating and maintaining the public improvements listed in subparagraphs (i) - (vi) above; and (viii) payment of costs associated with developing and financing the public improvements listed in subparagraphs (i) - (vi) above, and costs of establishing, administering and operating the District. These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property.
- (c) *Estimated Costs of the Authorized Improvements and Apportionment of Costs.* The estimated cost to design, acquire and construct the Authorized Improvements, together with bond issuance costs, eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in the establishment, administration and operation of the PID is \$4,000,000 plus the annual cost of operation and maintenance and supplemental services, if any. The City will pay no costs of the Authorized Improvements or operation and maintenance costs from funds other than assessments levied on property within the PID. The remaining costs of the proposed improvements will be paid from sources other than those described above.
- (d) *Boundaries of the District.* Approximately 25 acres of land within the City of Kaufman, Texas. Said property being generally located at the northern intersection of US 175 and Primrose Lane. A metes and bounds description is

available from the City Secretary at Kaufman City Hall, 209 South Washington, Kaufman, Texas 75142. The boundaries of the District are set forth in Exhibits “A” and “B” attached hereto.

- (e) *Proposed Method of Assessment*: The City shall levy assessments on each parcel within the PID in a manner that results in the imposition of an equal share of the costs of the Authorized Improvements on property similarly benefitted by such Authorized Improvements. The proposed method of assessment shall be based upon (i) an equal apportionment per lot, per front foot, or per square foot of property benefiting from the Authorized Improvements, as determined by the City, (ii) the ad valorem taxable value of the property benefiting from the Authorized Improvements, with or without regard to improvements on the property, or (iii) in any manner that results in imposing equal shares of the cost on property similarly benefitted.
- (f) *Proposed Apportionment of Costs Between the City and the District*: The City will not be obligated to provide any funds to finance the Authorized Improvements. All of the costs of the Authorized Improvements will be paid from assessments levied on properties in the District and from other sources of funds available to the Petitioners.
- (g) *Management of the District*. The District shall be managed by the City, with the assistance of a consultant, who shall, from time to time, advise the City regarding certain operations of the District.
- (h) *Advisory Board*. The District shall be managed without the creation of an advisory body.

SECTION 4. That a Public Improvement District to be known as “**City of Kaufman Public Improvement District No. 3**” is hereby authorized and created as a public improvement district under the Act in accordance with the findings of the City Council as to the advisability of the Authorized Improvements contained in this Resolution, the nature and the estimated costs of the Authorized Improvements, the boundaries of the District, the method of assessment and the apportionment of costs as described herein; and the conclusion that the District is needed to fund such Authorized Improvements.

SECTION 5. That notice of this Resolution authorizing the District shall be given by publishing such notice once in a newspaper of general circulation in the City in which the District is to be located. Effective upon the publication of such notice, the District shall be established.

SECTION 6. That City staff is directed to cause to be prepared a Service and Assessment Plan for the District and to present it to the City Council for review and approval.

SECTION 7. That this Resolution shall take effect immediately from and after its passage and publication as required by law.

DULY RESOLVED by the City Council of the City of Kaufman, Texas, on the _____ day of _____, 2022.

Jeff Jordan
Mayor

ATTEST:

Jessie Hanks
City Secretary

APPROVED AS TO FORM:

Patricia A. Adams, City Attorney

STATE OF TEXAS §

COUNTY OF KAUFMAN §

Before me, the undersigned authority, on this day personally appeared Jeff Jordan, Mayor of the City of Kaufman, Texas, known to me to be such persons who signed the above and acknowledged to me that such persons executed the above and foregoing Ordinance in my presence for the purposes stated therein.

Given under my hand and seal of office this
_____.

Notary Public, State of Texas

[NOTARY STAMP]

EXHIBIT A

Property Description

Metes and Bounds Description

25.411 ACRE

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 FRANCISCO 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 "5244" FOUND 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 "5244" 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.

EXHIBIT B
PROPERTY DEPICTION



Meeting
Date: 1/24/2022

Date: 01/03/2022

Item #: 12.

Dept.: Administration

Presentation

SUBJECT:

Conduct a Public Hearing on the Proposed City of Kaufman Property Assessed Clean Energy ("PACE") Program, including the report made available for public inspection, as required by Section 399.08 of the PACE Act, Chapter 399 of the Texas Local Government Code.

BACKGROUND:

This item is to establish the Property Assessed Clean Energy program for the City of Kaufman. This will also be to consider a Professional Services Agreement for administration of the program with Lone Star PACE.

Author:
Mike Slye, City Manager

Reviewed:
Mike Slye, City Manager

Cost:

Funds Available:

Source:

Recommendation: Staff recommends approval of Resolution R-04-22 and the Professional Services Agreement with Lone Star PACE.

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

AGENDA ITEM

DATE: _____

TO: CITY OF KAUFMAN CITY COUNCIL

SUBJECT: Approval Of A Resolution To Establish the City of Kaufman Property Assessed Clean Energy ("PACE") Program; And Authorizing Related Actions

RECOMMENDATION:

1. It is recommended that the City Council adopt a resolution:
 - 1) Establishing the City of Kaufman Property Assessed Clean Energy Program ("City of Kaufman PACE Program"):
 - 2) Authorizing the City Mayor or City Manager or designee thereof, to execute the Professional Services Agreement with Lone Star PACE LLC ("Lone Star PACE"); and
 - 3) Authorizing the City Mayor or City Manager or designee thereof, to execute all documents and take any actions necessary and appropriate to carry out the intent of this resolution.

BACKGROUND:

PACE is an innovative way to finance energy efficiency, water efficiency, and renewable energy upgrades for commercial, industrial, and large multifamily (five or more dwelling units) real property. Property owners who participate in the program repay the financings through a voluntary contractual assessment collected together with their property taxes. One of the most notable characteristics of PACE programs is that the financing is attached to the property rather than belonging to an individual. Therefore, when the owner sells the property, the financing may be paid off during the sale, or stay with the property and be transferred to the new owner, who also benefits from the upgrades that were completed.

PACE financing enables businesses to align the costs of energy and water efficiency improvements with the utility savings provided by the improvements. PACE financings are paid over a long period of time while energy costs are simultaneously lower, which typically provides the property owner with immediate net savings. PACE overcomes challenges that have hindered adoption of energy and water efficiency for many property owners.

ANALYSIS OF THE PACE PROGRAM:

Participation in this program is voluntary and offers property owners a cost-effective means of making energy and water efficiency improvements to their property. Property owners repay the financing over a period of years reflecting the useful life of the improvements.

The benefits to the property owner include:

- Helps Lower Electric, Gas and Water Utility Bills
- 100% Financing on Hard and Soft Costs
- Typically Results in Savings From Day One
- Increases Property Value
- Results in More Comfortable Buildings and Improved Indoor Air Quality
- Lowers Carbon Footprint and Improves the Environment
- Provides Long-Term Funding and Results in Immediate Benefit to Cash Flow
- Offers a Range of Accounting Treatments

The benefits to the City include:

- Supports Commercial Businesses with No Cost, Liability, or Administration to the City
- Upgrades the Efficiency and Competitiveness of Existing Building Stock
- Helps Attain Energy and Water Efficiency Goals
- Increases Commercial Property Values and Improves Tax Base
- Creates Jobs for Local Contractors, Manufacturers and Engineering Firms

The proposed Resolution authorizes Lone Star PACE to accept applications from owners of property within the City's territory for financing of qualified improvements. It also authorizes Lone Star PACE to conduct assessment proceedings to levy assessments against the property of participating owners within the territory of the City.

ANALYSIS OF THE PROFESSIONAL SERVICES AGREEMENT:

In order for Lone Star PACE to have the authority to provide PACE financing in the City, it is necessary for the City to execute the Professional Services Agreement. The Professional Services Agreement provides that Lone Star PACE is an authorized representative and program administrator, separate and apart from the City executing such agreement. There are no costs to the City associated with participation in the City of Kaufman PACE Program.

FISCAL IMPACT:

There is no negative fiscal impact to the City's general fund incurred by consenting to the inclusion of properties within the City limits in the City of Kaufman PACE Program.

ATTACHMENTS:

- 1) Resolution Establishing the City of Kaufman PACE Program
- 2) Lone Star PACE Professional Services Agreement

Respectfully submitted,
Name

RESOLUTION R-04-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KAUFMAN, TEXAS, ESTABLISHING THE CITY OF KAUFMAN PROPERTY ASSESSED CLEAN ENERGY (“PACE”) PROGRAM.

WHEREAS, the 83rd Regular Session of the Texas Legislature enacted the Property Assessed Clean Energy Act, Texas Local Government Code Chapter 399 (the “PACE Act”), which allows the governing body of a local government, including a city or county, to designate all or a portion of the area of the local government as a region within which an authorized local government representative and the record owners of commercial, industrial, and large multifamily residential (five or more dwelling units) real property may enter into written contracts to impose assessments on the property to repay the financing by the owners of certain permanent improvements fixed to the property intended to decrease energy or water consumption or demand; and

WHEREAS, the installation or modification by property owners of qualified energy or water saving improvements to commercial, industrial, and large multifamily residential real property in the City of Kaufman (“City of Kaufman” or “City”) will further the goals of energy and water conservation without cost to the public; and

WHEREAS, the City Council finds that financing qualified projects (as defined in the PACE Act) through contractual assessments (“PACE Financing”) furthers essential government purposes, including but not limited to, economic development, reducing energy consumption and costs, conserving water resources, and reducing greenhouse gas emissions; and

WHEREAS, the City Council finds that the administration of the PACE Program by one or more registered municipal advisor (“RMA”) or nonprofit organizations as independent third-party (“Authorized Representative or Authorized Representatives”) contracted by City of Kaufman and compensated by application and administration fees paid by the participating property owners, will enable the PACE Program to be administered without use of City resources, will assure the objectives of impartiality and confidentiality of owner information, and will be convenient and advantageous to City of Kaufman; and

WHEREAS, the City Council also finds that because no City funds will be expended for PACE Financing of the Authorized Representative’s services, the selection of such an independent third-party Authorized Representatives is not subject to the Professional Services Procurement Act or other City purchasing requirements; and

WHEREAS, the City Council adopted a Resolution of Intent to establish a PACE Program for City of Kaufman on December 20, 2021, including a reference to the report on the proposed program prepared as required by Section 399.009 of the PACE Act and made the report available to the public on the City of Kaufman website and for inspection in the City Mayor’s office; and

WHEREAS, the City Council held a public hearing on January 24, 2022 at 6:00 PM in the City of Kaufman, City Council Chambers, 209 S Washington St. Kaufman TX 75142 at which the public had an opportunity to comment on the proposed program, including the report available for public inspection, as mentioned above and as required by Section 399.008(a)(2) of the PACE Act:

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

SECTION 1. Recitals. The recitals to this Resolution are true and correct and are incorporated into this Resolution for all purposes.

SECTION 2. Establishment of Program. City of Kaufman hereby adopts this Resolution establishing the City of Kaufman Property Assessed Clean Energy Program, herein called the “City of Kaufman PACE Program” or the “Program,” and finds that financing qualified projects through contractual assessments pursuant to the PACE Act is a valid public purpose and is convenient and advantageous to City of Kaufman and its citizens.

SECTION 3. Contractual Assessments. City of Kaufman will, at a property owner’s request, impose contractual assessments on the property to repay PACE Financing for qualified improvements available to owners of privately owned commercial or industrial real property or residential real property with five or more dwelling units.

SECTION 4. Qualified Projects. The following types of projects are qualified projects for PACE Financing that may be subject to such contractual assessments:

Projects that (a) involve the installation or modification of a permanent improvement fixed to privately owned commercial or industrial real property or residential real property with five (5) or more dwelling units, and (b) are intended to decrease energy or water consumption or demand, including a product, device, or interacting group of products or devices on the customer’s side of the meter that uses energy technology to generate electricity, provide thermal energy, or regulate temperature.

SECTION 5. Region. The entire geographic area located within City of Kaufman’s jurisdiction is included in the boundaries of the region where PACE Financing and assessments can occur under the Program.

SECTION 6. Third-Party Financing. Financing for qualified projects under the Program will be provided by third-party capital providers selected by the property owners. Such capital providers will execute written contracts with the Authorized Representative to service the debt through assessments, as required by the PACE Act. The contracts will provide for the capital providers to determine the financial ability of owners to fulfill the financial obligations to be repaid through assessments, advance the funds to owners on such terms as are agreed between the capital providers and the owners for the installation or modification of qualified improvements, and service the debt secured by the assessments, directly or through a servicer, by collecting payments from the owners

pursuant to financing documents executed between the capital providers and the owners. City of Kaufman will maintain and continue the assessments for the benefit of such capital providers and will enforce the assessment lien for the benefit of a capital provider in the event of a default by an owner. City of Kaufman will not provide financing under the Program.

SECTION 7. Authorized Representatives. The City Council will designate one or more registered municipal advisor firms or non-profit organizations to act as Authorized Representatives with authority to enter into written contracts with the record owners of real property in City of Kaufman to impose assessments pursuant to the PACE Act to repay the financing of qualified projects on the owners' property, to enter into written contracts with the parties that provide third-party financing for such projects to service the debts through assessments, and to file written notice of each contractual assessment in the real property records of the Kaufman County, all on behalf of City of Kaufman. The City of Kaufman Mayor or his designee will be the liaison with the Authorized Representatives.

SECTION 8. Enforcement. The County will enforce the collection of past due assessments and may contract with a qualified firm to assist in collection efforts.

SECTION 9. Report. The final report on the City of Kaufman PACE Program, prepared in accordance with Section 399 of the Texas Local Government Code is attached hereto and incorporated into this resolution. The City Mayor or his/her designee will post the report on the City of Kaufman website and make it available for public inspection at the City of Kaufman, City Hall, 209 S Washington St. Kaufman TX 75142.

SECTION 10. Amendment of Program. The Kaufman City Council may amend the City of Kaufman PACE Program by resolution. However, an additional public hearing is required before the City of Kaufman PACE Program may be amended to provide for City of Kaufman financing of qualified improvements through assessments.

PASSED AND APPROVED on this the 24th day of January, 2022.

**JEFF JORDAN
MAYOR**

ATTEST:

**JESSIE HANKS
CITY SECRETARY**

APPROVED AS TO FORM:

**PATRICIA ADAMS
CITY ATTORNEY**

REPORT REQUIRED BY TEXAS LOCAL GOVERNMENT CODE SECTION 399.009

FOR PROPOSED CITY OF KAUFMAN

PROPERTY ASSESSED CLEAN ENERGY (PACE) PROGRAM

This Report is adopted by the City of Kaufman, Texas City Council (“**Local Government**”) for the City of Kaufman Property Assessed Clean Energy (“**PACE**”) Program (**the “Program”**) in accordance with the requirements of the Property Assessed Clean Energy Act (**the “PACE Act”**) as set forth in Texas Local Government Code Chapter 399.

The Local Government and its constituents benefit when older existing buildings are modified with new technology and equipment that increases energy efficiency and reduces water consumption. As described in this Report, the Local Government is establishing the commercial PACE Program to encourage private sector investment in energy efficiency and water conservation. The PACE Program will be offered to property owners on a strictly voluntary basis and will not require the use of any public funds or resources.

Authorized under the PACE Act enacted in 2013, the PACE program is an innovative financing program that enables private sector owners of privately owned commercial, industrial, and multi-family residential properties with five or more dwelling units to obtain low-cost, long-term loans to pay for water conservation, energy-efficiency improvements, and renewable energy retrofits. PACE loans provide up to 100% financing of all project costs, with little or no up-front out-of-pocket cost to the owner.

Loans made under the PACE Program will be secured by assessments on the property that are voluntarily imposed by the owner. Assessments may be amortized over the projected life of the improvements. The utility cost savings derived from improvements financed with PACE loans are expected to equal or exceed the amount of the assessment. In turn, these improvements are able to generate positive cash flow upon installation because the debt service will be less than the savings.

PACE assessments are tied to the property and follow title from one owner to the next. Each owner is responsible only for payment of the assessments accruing during its period of ownership. When the property is sold, the buyer and seller can decide if the payment obligation for the remaining balance of the assessment will be transferred automatically to the next owner or paid off as part of the sale. As a result, the program will help property owners overcome market barriers that often discourage investment in energy efficiency and water conservation improvements.

1. Eligible Properties

The Local Government PACE program is a strictly voluntary program. All private sector owners of Eligible Properties located within the Local Government PACE region may participate in PACE financing. The entire territory of the Local Government is designated as the region in which the Program is available. ***“Eligible Properties”*** include commercial, industrial, and multi-family residential properties with five or more dwelling units. Government, residential¹, and facilities for undeveloped lots or lots undergoing development at the time of the assessment are not Eligible Properties.

2. Qualified Improvements

PACE financing may be used to pay for Qualified Improvements to Eligible Properties. ***“Qualified Improvements”*** are permanent improvements intended to decrease water or energy consumption or demand, including a product, device, or interacting group of products or devices on the customer’s side of the meter that use energy technology to generate electricity, provide thermal energy, or regulate temperature. Under the PACE Act, products or devices that are not permanently fixed to real property are not considered to be Qualified Improvements.

The following items may constitute Qualified Improvements:

- High efficiency heating, ventilating and air conditioning (“HVAC”) systems
- High efficiency chillers, boilers, and furnaces
- High efficiency water heating systems
- Energy management systems and controls
- Distributed generation systems
- High efficiency lighting system upgrades
- Building enclosure and envelope improvements
- Water conservation and wastewater recovery and reuse systems
- Combustion and burner upgrades
- Heat recovery and steam traps
- Water management systems and controls (indoor and outdoor)
- High efficiency irrigation equipment

3. Benefits of PACE to Property Owners

The PACE program will enable owners of Eligible Properties to overcome traditional barriers to capital investments in energy efficiency and water conservation improvements, such as unattractive returns on investment, split incentives between landlords and tenants, and uncertainty of recouping the investment.

¹ This encompasses single family residential and any multi-family properties with fewer than five units.

By financing Qualified Improvements through the Program, property owners may achieve utility cost savings that exceed the amount of the assessment and reduce their exposure to utility price volatility. As a result, the value of the property will be enhanced, and the owner will only be obligated to pay the assessment installments that accrue during its period of ownership of the property. Additionally, by investing in energy efficiency and water conservation with PACE financing, property owners may also qualify for various rebate, tax credit, and incentive programs offered by utility providers and state or federal governmental authorities to encourage these types of investments.

4. Benefits of PACE to the Local Government

The PACE Program benefits the entire Local Government by improving its buildings, increasing property values, encouraging economic development, and saving energy and water, all without requiring any public funds.

Among other things, projects financed through PACE Program will:

- Enable property owners and occupants to save substantial amounts in utility costs;
- Reduce demand on the electricity grid;
- Mitigate greenhouse gas emissions associated with energy generation;
- Enhance the value and efficiency of existing buildings;
- Boost the local economy by creating new job opportunities for laborers and new business opportunities for contractors, engineers, commercial lenders, professionals, and equipment vendors and manufacturers;
- Increase business retention and expansion in the PACE region by enabling cost effective energy and water saving updates to existing property;
- Improve productivity through optimized energy usage;
- Support the State's water conservation plan;
- Better enable the Local Government to meet its water conservation goals.

Finally, through the reduction in energy consumption as a result of the PACE Program, there will be a decreased demand for power, resulting in lower emissions from power plants.

The PACE program requires minimal support from the Local Government. It is designed to be self-sustaining and is typically administered by qualified third-party authorized representatives. Furthermore, because the PACE program is tax neutral, it achieves all of the benefits listed in this Report without imposing a burden on the Local Government's general fund.

The 84th Texas Legislature added a provision to the PACE Act that explicitly shields the Local Government and its employees, members of the governing body of a local government and any

board members, executives, employees, and contractors of a third party who enter into a contract with a local government to provide administrative services for a Program under this chapter.²

5. The Benefits of PACE to Lenders

PACE loans are attractive to lenders because they are very secure investments. Like a property tax lien, the assessment lien securing the PACE loan has priority over other liens on the property. Therefore, the risk of loss from non-payment of a PACE loan is low compared to most other types of loans. PACE assessments provide lenders with an attractive new product to address an almost universal pent-up demand for implementing high efficiency commercial and industrial property equipment. In order to protect the interests of holders of existing mortgage loans on the property, the PACE Act requires their written consent to the PACE assessment as a condition to obtaining a PACE loan.

6. The Benefits of PACE to Contractors, Engineers, and Manufacturers

PACE loans provide attractive sources of financing for water and energy saving retrofits and upgrades, thereby encouraging property owners to make substantial investments in existing commercial and industrial buildings. As a result, PACE will unlock business opportunities for contractors, engineers, and manufacturers throughout the commercial and industrial sectors.

7. Administration of the Local Government PACE Program

Under the PACE Act, the establishment and operation of the program are considered to be governmental functions. The PACE Act further authorizes the Local Government to enter into a contract with one or more third parties (the “*Authorized Representative(s)*”) to provide administrative services for the PACE program and act as the representative of the Local Government in executing the contracts with property owners and lenders. The Local Government may delegate administration of the PACE program to one or more qualified third-party organizations that can administer the program at no cost to the Local Government.

Periodic updates to the standard form documents (described in Section 9) will be necessary as the program evolves, incorporating best practices and standardizing the PACE contracts across various PACE programs. The Authorized Representative will be tasked with maintaining the form contracts and making technical and conforming updates as necessary so long as the changes are consistent with the resolution to establish the PACE program and the statute.

The Authorized Representative’s role is to serve as an extension of the Local Government staff to provide oversight of the Program to ensure best practices and consumer protections at the lowest possible cost to the property owner in a transparent and ethical manner and to provide education and outreach. The Authorized Representatives will not receive compensation or reimbursement from the Local Government.

² TX. Local Gov’t Code §399.019. In the 85th legislature, HB 2654 clarified that the personal immunity provisions apply to all elected officials performing rights and duties under chapter 399 of the Local Government Code.

The Authorized Representatives will be funded by administrative fees paid by the property owners establishing a PACE project or other source of revenue. The Authorized Representative may not impose any Program fees directly or indirectly not authorized in advance by the Local Government in writing. Authorized Representative must disclose in writing to Local Government any direct or indirect fee income, charitable grants, or donations not authorized in advance by the Local Government that are received from property owners, lenders, or contractors participating in the Program.

8. Eligible Lenders

The PACE Act does not set criteria for financial institutions or investors to be PACE lenders. The Local Government will follow best practices of national PACE programs by requiring that lenders be:

- Any federally insured depository institution such as a bank, savings bank, savings and loan association, and federal or state credit union;
- Any insurance company authorized to conduct business in one or more states;
- Any registered investment company, registered business development company, or a Small Business investment company;
- Any publicly traded entity; or
- Any private entity that:
 - Has a minimum net worth of \$5 million; and
 - Has at least three years' experience in business or industrial lending or commercial real estate lending (including multifamily lending), or has a lending officer that has at least three years' experience in business or industrial lending or commercial real estate lending; and
 - Can provide independent certification as to availability of funds; and
- Has the ability to carry out, either directly or through a servicer, the bookkeeping and customer service work necessary to manage the assessment accounts.

Any lender can participate in the PACE Program as long as it is a financially stable entity with the ability to carry out, either directly or through a servicer, the bookkeeping and customer service work necessary to manage the assessment accounts. The property owner, not the Local Government or the Authorized Representative, selects the lender.

The Authorized Representatives will not guarantee or imply that funding will automatically be provided from a third-party lender, imply or create any endorsement of, or responsibility for, any lender, or create any type of express or implied favoritism for any eligible lender.

9. Components of the PACE Program

As required under Section 399.009 of the PACE Act, the following describes all aspects of the PACE Program:

- a. Map of Region. A map of the boundaries of the region included in the program is attached to this Report as Exhibit 1. The region encompasses the Local Government limits.
- b. Form Contract with Owner. A form contract between the Local Government and the record owner of the Eligible Property is attached as Exhibit 2. It specifies the terms of the assessment under the PACE Program and the financing to be provided by an Eligible Lender of the property owner's choosing.
- c. Form Contract with Lender. A form contract between the Local Government and the Eligible Lender chosen by a property owner is attached to this Report as Exhibit 3. It specifies the financing and servicing of the debt through assessments.
- d. Form Notice of Contractual Assessment Lien. A form Notice of Assessment Lien to be filed by the Authorized Representative, on behalf of the Local Government, with the Kaufman County Clerk is attached to this Report as Exhibit 4.
- e. Qualified Improvements. The following types of projects are qualified improvements that may be subject to contractual assessments under the PACE program. Projects that:
 - (1) involve the installation or modification of a permanent improvement fixed to privately owned commercial, industrial, or residential real property with five (5) or more dwelling units;³ and
 - (2) are intended to decrease energy or water consumption or demand by installing a product, device, or interacting group of products or devices on the customer's side of the meter that uses energy technology to generate electricity, provide thermal energy, or regulate temperature.⁴

A sample list of potential Qualified Improvements appears in Section 2 above.

The PACE Program may not be used to finance facilities for undeveloped lots or lots undergoing development at the time of the assessment, or for the purchase or installation of products or devices not permanently fixed to real property.⁵

- f. Authorized Representative. HB 3187 was signed into law on June 16, 2015. It authorizes a municipality to delegate administration of the PACE program to a

³ TX. Local Gov't Code §399.002(5).

⁴ TX. Local Gov't Code §399.002(3).

⁵ TX. Local Gov't Code §399.004.

third-party “representative.” The City of Kaufman intends to delegate all official administrative responsibilities, like the execution of individual contracts with property owners and lenders, to an Authorized Representative. This relationship will be monitored and maintained by the City Manager or his/her designee.

- g. Plans for Ensuring Sufficient Capital. Lenders will extend loans to finance Qualified Improvements. Financing documents executed between owners and lenders will impose a contractual assessment on Eligible Property to repay the terms of the owner’s financing of the Qualified Improvements. The lenders will ensure that property owners demonstrate the financial ability to fulfill the financial obligations to be repaid through contractual assessments.
- h. No Use of Bonds or Public Funds. The Local Government does not intend to issue bonds or use any other public monies to fund PACE projects. Property owners will obtain all financing from the Eligible Lenders they choose.
- i. Limit on Length of Loan. One of the statutory criteria of a PACE loan is that the assessment payment period cannot exceed the useful life of the Qualified Improvement that is the basis for the loan and assessment.⁶ As part of the application process, the property owners will submit an independent third-party review prepared by a licensed engineer showing water or energy baseline conditions and the projected water or energy savings. This review will aid the Authorized Representative in making a determination that the period of the requested assessment does not exceed the useful life of the Qualified Improvement.
- j. Application Process. The Authorized Representative will accept applications from property owners seeking to finance Qualified Improvements under the program. Each application must be accompanied by the required application fee and must include:
 - (1) A description of the specific Qualified Improvements to be installed or modified on the property;
 - (2) A description of the specific real property to which the Qualified Improvements will be permanently fixed; and
 - (3) The total amount of financing, including any transaction costs, to be repaid through assessments.

Based on this information, the Authorized Representative may issue a preliminary letter indicating that, subject to verification of all requirements at closing, the proposed project appears to meet program requirements. Based on this preliminary letter, the property owner may initiate an independent third-party review of the project and submit the project to Eligible Lenders for approval of financing.

⁶ Chapter 399 section 399.009(a)(8)

The property owner is expected to produce the following documentation to the Authorized Representative prior to closing of the PACE loan:

- (1) A Report conducted by a qualified, independent third-party reviewer, showing water or energy baseline conditions and the projected water or energy savings, or the amount of renewable energy generated attributable to the project;
- (2) Such financial information about the owner and the property as the lender chosen by the owner deems necessary to determine that the owner has demonstrated the financial ability to fulfill the financial obligations to be paid through assessments; and
- (3) All other information required by the Authorized Representative.

k. Financial Eligibility Requirements. The Authorized Representative will determine whether the owner, the property and the improvements are eligible for financing under the Program. The Eligible Lender chosen by the owner will determine whether the owner has demonstrated the financial ability to repay the financial obligations to be collected through contractual assessments. The demonstration of financial ability must be based on appropriate underwriting factors, including the following:

- (1) verification that the person requesting to participate in the program is the legal record owner of the benefitted property;
- (2) the applicant is current on mortgage and property tax payments;
- (3) the applicant is not insolvent or in bankruptcy proceedings;
- (4) the title of the benefitted property is not in dispute; and
- (5) there is an appropriate ratio of the amount of the assessment to the assessed value of the property.

The Local Government has determined that to be eligible for PACE financing, the projected savings derived from the Qualified Improvement should be greater than the cost of the PACE assessment and lien over the life of the assessment, i.e., the Saving-to-Investment Ratio (SIR) should be greater than one, $SIR > 1$. An Eligible Lender or Owner may request a waiver in writing for a project with an $SIR < 1$ and address the interests of tenants and future property owners. The Authorized Representative may consider other factors, including:

- (1) Are there are other environmental benefits such as air or water quality or resiliency benefits that are not captured in the SIR analysis;

- (2) Will the proposed qualifying improvements generate environmental marketable credits that can be monetized;
 - (3) What is the SIR calculation for the project? (how far below a SIR of 1?);
 - (4) If the SIR is <1 over the term of the assessment, is the SIR >1 over the useful life of the equipment?
 - (5) What is the impact of a variance request on any affected third parties? and
 - (6) Other information the owner and lender wish to submit regarding the impact of the qualified improvements on the Property Owner and the community.
- l. Mortgage Holder Notice and Consent. As a condition to the execution of a written contract between the Authorized Representative and the property owner imposing an assessment under the Program, the holder of any mortgage lien on the property must be given notice of the owner's intention to participate in the Program on or before the 30th day before the date the contract is executed, and the owner must obtain the written consent of all mortgage holders.
- m. Imposition of Assessment. The Authorized Representative will enter into a written contract with the property owner only after:
- (1) The property owner delivers to the Authorized Representative written consent of all mortgage lien holders;
 - (2) The Authorized Representative's determination that the owner and the property are eligible to participate in the program, that the proposed improvements are reasonably likely to decrease energy or water consumption or demand, and that the period of the requested assessment does not exceed the useful life of the Qualified Improvements; and
 - (3) The Eligible Lender notifies the Authorized Representative that the owner has demonstrated the financial ability to fulfill the financial obligations to be repaid through contractual assessments.

The contract will impose a contractual assessment on the owner's Eligible Property to repay the lender's financing of the Qualified Improvements. The Authorized Representative will file a **"Notice of Contractual Assessment Lien"** in substantially the form in Exhibit 4 in the Official Public Records of the County where the Eligible Property is located, as notice to the public of the assessment from the date of filing. The contract and the notice must contain the amount of the assessment, the legal description of the property, the name of the property owner, and a reference to the statutory assessment lien provided under the PACE Act.

- n. Collection of Assessments. The execution of the written contract between Authorized Representative and the property owner and recording of the Notice of Contractual Assessment Lien incorporate the terms of the financing documents

executed between the property owner and the third-party lender to repay the financing secured by the assessment. The lender will advance financing to the owner, and the terms for repayment will be such terms as are agreed between the lender and the owner. Under the form Lender Contract attached as Exhibit 3, the lender or a designated servicer will agree to service the debt secured by the assessment.⁷

With funds from the lender, the property owner will purchase directly the equipment and materials for the Qualified Improvement and contract directly, including through lease, power purchase agreement, or other service contract, for the installation or modification of the Qualified Improvements. Alternatively, the lender may make progress payments to the property owner as the Qualified Improvement is installed.

The lender will receive the owner's assessment payments to repay the debt and remit to the Authorized Representative any administrative fees. The lender will have the right to assign or transfer the right to receive the installments of the debt secured by the assessment provided all of the following conditions are met:

- (1) The assignment or transfer is made to an Eligible Lender, as defined above;
 - (2) The property owner and the Authorized Representative are notified in writing of the assignment or transfer and the address to which payment of the future installments should be mailed at least thirty (30) days before the next installment is due according to the schedule for repayment of the debt; and
 - (3) The assignee or transferee, by operation of the financing documents or other written evidence of which shall be provided, assumes lender's obligations under the lender contract.
- o. Verification Review. After a Qualified Improvement is completed, the Authorized Representative will require the property owner to provide verification by a qualified independent third-party reviewer that the Qualified Improvement was properly completed and is operating as intended.⁸ The verification report conclusively establishes that the improvement is a Qualified Improvement and the project is qualified under the PACE Program.⁹
- p. Marketing and Education Services. The Local Government may subsequently enter into agreements with one or more other local governments or non-profit

⁷ The servicer will be responsible for maintaining payment records, account balances, and reporting to the Authorized Representative as required.

⁸ TX Local Gov't Code §399.011.

⁹ TX Local Government Code §399.011(a-1)

organizations that promote energy and water conservation and/or economic development to provide marketing and education services for the PACE program.

- q. Quality Assurance and Antifraud Measures. The Authorized Representative will institute quality assurance and antifraud measures for the Program. The Authorized Representative will review each PACE application for completeness and supporting documents through independent review and verification procedures. The application and required attachments will identify and supply the information necessary to ensure that the property owner, the property itself, and the proposed project all satisfy PACE program underwriting and technical standard requirements. Measures will be put in place to provide safeguards, including a review of the energy and water savings baseline and certification of compliance with the technical standards manual from an independent third-party reviewer (“ITPR”), who must be a registered professional engineer before the project can proceed. This review will include a site visit, report, and a letter from the ITPR certifying that he or she has no financial interest in the project and is an independent reviewer. After the construction of the project is complete, an ITPR will conduct a final site inspection and determine whether the project was completed and is operating properly. The reviewer’s certification will also include a statement that the reviewer is qualified and has no financial interest in the project.
- r. Delinquency. Under the terms of the form lender contract attached as Exhibit 3, if a property owner fails to pay an agreed installment when due on the PACE assessment, the lender will agree to take at least the following steps to collect the delinquent installment:
 - (1) Mail to the owner a written notice of delinquency and demand for payment by both certified mail (return receipt requested) and first-class mail, and
 - (2) Mail to the owner a second notice of delinquency and demand for payment by both certified mail (return receipt requested) and first-class mail at least thirty (30) days after the date of the first notice if the delinquency is continuing.

If the owner fails to cure the delinquency within 30 days after mailing the second notice of delinquency, the lender may notify the Authorized Representative of the owner’s default. Pursuant to Texas Local Government Code Section 399.014(c), the Authorized Representative will initiate steps for the Local Government to enforce the assessment lien in the same manner as a property tax lien against real property may be enforced. Delinquent installments will incur penalties and interest in the same manner and at the same rate as delinquent property taxes, according to Texas Local Government Code Section 399.014(d), and such statutory penalties and interest will be due to the Local Government to offset the cost of collection.

To ensure that the collection of delinquent installments of Assessments is congruent with the collection of delinquent property taxes the following procedures will be followed:

- (1) Any delinquent account on which two thirty (30) day notices of delinquency have been mailed as specified herein shall be enforced by means of Judicial Enforcement.
- (2) Delinquent installments of Assessment(s) through November 30 of any year will incur penalties and accrue interest as specified in the Financing Documents.
- (3) On or after February 1 of any year, the Authorized Representative will notify the Kaufman County Tax Assessor/Collector and the entity that collects delinquent taxes for the City of the amount due as of January 31 of said year. The amount due on January 31 shall become the base amount of delinquency which will incur penalties and accrue interest and collection fees in the same manner and on the same schedule as delinquent property taxes.
- (4) Installments of Assessment(s) becoming delinquent after November 30 of any year will incur penalties and accrue interest as specified in the Financing Documents but, notification of the County Tax Assessor/Collector and the entity that collects delinquent taxes for the City shall not occur until February 1 following delinquency. The amount due on January 31 following delinquency shall become the base amount of delinquency which will incur penalties and accrue interest and collection fees in the same manner and on the same schedule as delinquent property taxes.

If the Local Government files suit to enforce collection of an Assessment, the Local Government may recover costs and expenses, including its attorney's fees, in a suit to collect a delinquent installment of an Assessment in the same manner and at the same rates as in suit to collect delinquent property taxes. If a delinquent installment of an Assessment is collected in a judicial foreclosure proceeding, the Local Government may recover the payment of any delinquent ad valorem taxes due to it, and the costs and expenses as set forth in the Texas Tax Code Sec. 33.48, and the Lender will be remitted the net amount of the delinquent Assessment installments and any additional sums collected that are due to it under the Financing Documents. The Local government shall also remit to the Authorized Representative the amount of any administrative fees collected.

Judicial Enforcement: The Authorized Representative is authorized to enter into a contract with the entity that collects delinquent taxes for the County to enforce the collection of delinquent installments of the Assessments including interest, penalties, and fees in accordance with Texas Law governing delinquent property tax collection and the agreement between the parties. Any lawsuit to enforce collection of an Assessment including foreclosure of a delinquent Assessment lien shall be brought in the name of the Local Government. Such lawsuits will be filed

and prosecuted in accordance with the statutes, procedures, and rules for the collection of delinquent property taxes.

10. Limitations

The PACE Program shall not give rise to or create a charge against the general credit or taxing power of the Local Government or a debt or other obligation of the Local Government payable from any source. No Local Government funds, revenues, taxes, or income of any kind shall be used to pay a contractual assessment, filing fee, collection cost, litigation cost, or any other expense arising under the PACE Program. The PACE Program is created to provide a third-party financing mechanism for energy saving betterments; no alternate financing is approved through the approval of the PACE Program. The Local Government assumes no financial obligation whatsoever in the event of default or foreclosure of any kind. None of the Local Government or any of its elected or appointed officials or any of its officers or employees or Authorized Representatives shall incur any liability hereunder to an owner, a lender, or any other party in their individual capacities by reason of the PACE Program or their acts or omissions under the PACE Program.

EXHIBIT 1

MAP OF LOCAL GOVERNMENT PACE REGION

(City of Kaufman)

TO BE INSERTED

EXHIBIT 2
FORM OWNER CONTRACT

TO BE INSERTED

EXHIBIT 3
FORM LENDER CONTRACT

TO BE INSERTED

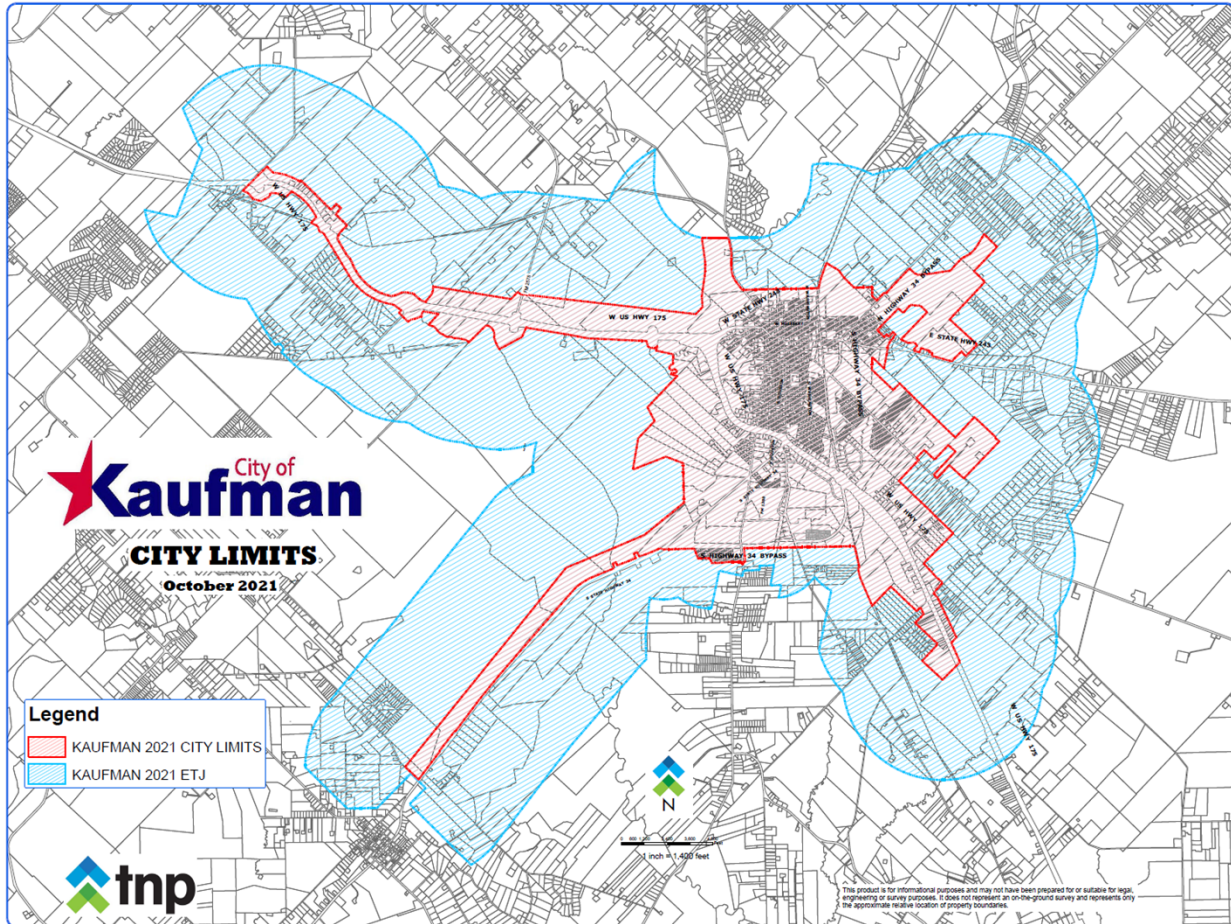
EXHIBIT 4
FORM NOTICE OF CONTRACTUAL ASSESSMENT LIEN
PURSUANT TO PROPERTY ASSESSED CLEAN ENERGY ACT

TO BE INSERTED

EXHIBIT 1

MAP OF CITY OF KAUFMAN, TEXAS PACE REGION

(City of Kaufman, Texas including ETJ)



FORM PACE OWNER CONTRACT

THIS PROPERTY ASSESSED CLEAN ENERGY (“**PACE**”) OWNER CONTRACT including the attached exhibits (“**Owner Contract**”) is made as of the _____ day of _____, _____ (“**Effective Date**”), by and between the City of Kaufman, Texas (“**Local Government**”), and _____ (“**Property Owner**”).

RECITALS

A. The Property Assessed Clean Energy Act (“**PACE Act**”), Texas Local Government Code Chapter 399, authorizes the governing body of a Local Government to establish a program and designate a region within the Local Government’s jurisdiction within which an authorized representative of the Local Government may enter into written contracts with the record owners of privately owned commercial, industrial, and large multifamily residential (five or more dwelling units) real property to impose assessments on the property to finance the cost of permanent improvements fixed to the property intended to decrease water or energy consumption or demand.

B. Local Government has established a program under the PACE Act pursuant to a resolution dated _____, adopted by City Council (the “**PACE Program**”), and has designated _____ as a representative of Local Government (“**Authorized Representative**”) authorized to enter into the written contracts with the owners of such property and the providers of such financing described herein, and has designated the entire territory within the City of Kaufman, Texas jurisdiction as a region (the “**Region**”) within which the Authorized Representative and the record owners of such real property may enter into written contracts to impose assessments to repay the financing by owners of qualified improvements on the owners’ property pursuant to the PACE Program.

C. Property Owner is/are the legal and record owner of the qualified “**real property**,” as defined in Section 399.002 of the PACE Act, within the Region located at _____, _____, Texas _____ - _____ (the “**Property**”).

D. Pursuant to Application number _____, Property Owner has applied to Local Government to participate in the PACE Program by installing or modifying on the Property certain permanent improvements which are intended to decrease water or energy consumption or demand, and which are or will be fixed to the Property as “qualified improvements”, as defined in Section 399.002 of the PACE Act (the “**Qualified Improvements**”). The installation or modification of such Qualified Improvements on the Property will be a “qualified project” as defined in Section 399.002 of the PACE Act (the “**Project**”). Property Owner has requested that Local Government enter into this Owner Contract pursuant to the PACE Act and the PACE Program and has requested Local Government to impose an assessment (the “**Assessment**”) on the Property as set forth in the Notice Of Contractual Assessment Lien Pursuant To Property Assessed Clean Energy Act to be filed in the Official Public Records of Kaufman County (“**County**”), Texas (the “**Notice of Contractual Assessment Lien**”), a copy of which is attached hereto as Exhibit

A and made a part hereof, to repay the financing of such Qualified Improvements. The Property, Qualified Improvements and Assessment are more fully described in the Notice of Contractual Assessment Lien.

E. Financing of such Qualified Improvements will be provided to Property Owner by _____ (“**Lender**”), a qualified lender selected by Property Owner, pursuant to a written contract executed by Lender and Local Government as required by Section 399.006(c) of the PACE Act (the “**Lender Contract**”). The financing will include only those costs and fees for which an assessment may be imposed under the PACE Act. Local Government has agreed to maintain and continue the Assessment for the benefit of Lender until such financing is repaid in full and to release the Assessment upon notice from Lender of such payment, or to foreclose the lien securing the Assessment for the benefit of Lender upon notice from Lender of a default by Property Owner.

F. As required by Section 399.010 of the PACE Act, Property Owner notified the holder(s) of any mortgage liens on the Property at least thirty (30) days prior to the date of this Owner Contract of Property Owner’s intention to participate in the PACE Program. The written consent of each mortgage holder to the Assessment was obtained on or prior to the date of this Owner Contract and is attached hereto as Exhibit B and made a part hereof.

AGREEMENT

The parties agree as follows:

1. Imposition of Assessment. In consideration for the Financing advanced or to be advanced to Property Owner by Lender for the Project under the PACE Program pursuant to the Lender Contract, Property Owner hereby requests and agrees to the imposition by Local Government of the Assessment in the principal amount of \$_____, as set forth in the Notice of Contractual Assessment Lien. The Assessment includes the application and administration fees authorized by the PACE Program and Section 399.006(e) of the PACE Act. Property Owner promises and agrees to pay the Assessment, Contractual Interest thereon, any prepayment penalty, and all penalties, interest, fees, and costs due under and/or authorized by the PACE Act, PACE Program and the financing documents between Property Owner and Lender (the “**Financing Documents**”) which are described or listed in Exhibit C attached hereto and made a part hereof by reference. Property Owner promises and agrees pay such amount and interest to Local Government, in care of or as directed by Lender, in satisfaction of the Assessment imposed pursuant to this Owner Contract and the PACE Act. Accordingly, Local Government hereby imposes the Assessment on the Property to secure the payment of such amount, in accordance with the requirements of the PACE Program and the provisions of the PACE Act.

2. Maintenance and Enforcement of Assessment. In consideration for Lender’s agreement to advance Financing to Property Owner for the Project pursuant to the Financing Documents, Local Government agrees to maintain and continue the Assessment on the Property for the benefit of Lender until the Assessment, including all interest, fees, penalties, costs, and other sums due under and/or authorized by the PACE Act, PACE Program and the Financing Documents are paid in full, and to release or cause the release of the Assessment upon notice from Lender of such payment. Local Government, through its delinquent property tax collection

process, agrees to undertake reasonable efforts to enforce the Assessment against the Property for the benefit of Lender in the event of a default by Property Owner. Authorized Representative agrees to send an annual notice of assessment to the Property Owner each year there is a PACE lien balance. However, any failure of Local Government or Authorized Representative to deliver an annual notice of assessment to Property Owner will not affect the Assessment or Property Owner's obligations under the Owner Contract.

3. Installments. The Assessment, including the amount financed and contractual interest, is due and payable in installments as set forth in the Notice of Contractual Assessment Lien and the Financing Documents. The Assessment shall include: (1) an application fee to be paid by Property Owner to the Authorized Representative at the time of application, and (2) a closing fee (less application fee) paid to the Authorized Representative at the closing of the Financing. The Property Owner is further required to pay a recurring administration fee to Authorized Representative until the Assessment is released. The recurring administration fee amount shall be collected by Lender and paid to the Authorized Representative within thirty (30) days of receipt by Lender. The administration fee amounts due to Authorized Representative are identified in Exhibit C hereto. When the Assessment, together with any prepayment premium, and/or default penalties and interest, if any, has been paid in full, Local Government's rights under this Owner Contract will cease and terminate, except for rights under Section 18, 19, 20, and 21. Upon notice from Lender that all amounts due have been paid in full, Local Government will direct the Authorized Representative to execute a release of the Assessment and this Owner Contract and record the release. As required by Section 399.009(a) (8) of the PACE Act, the Property Owner represents to the Local Government that the period during which such Installments are payable does not exceed the useful life of the Project.

4. Assignment of Right to Receive Installments or Require Enforcement of Lien. Lender will have the right, with or without the consent of Property Owner, to assign or transfer the right to receive the Installments or require Local Government to enforce the assessment lien in the event of a default in payment, together with all corresponding obligations, provided that all of the following conditions are met:

(a) The assignment or transfer is made to a qualified lender as defined in the Lender Contract;

(b) Property Owner and Authorized Representative are notified in writing of the assignment or transfer and the address to which payment of the future installments should be mailed at least 30 days before the next installment is due according to the payment schedule included in the Notice of Contractual Assessment Lien and the Financing Documents; and

(c) The assignee or transferee of the right to receive the payments executes an explicit written assumption of all of Lender's rights and obligations under the Lender Contract related to the receipt of the Installments or the enforcement of the assessment lien and provides a copy of such assumption to Property Owner and Authorized Representative.

Lender may assign or transfer the right to receive the Installments or the right to require enforcement of the assessment lien separately. Upon written notice to Property Owner and

Authorized Representative of an assignment or transfer of the right to receive the installments that meets all of these conditions, the assignor shall be released of all of the obligations of the Lender under such Lender Contract accruing after the date of the assignment assumed by and transferred to such assignee or transferee and all of such obligations shall be assumed by and transferred to the assignee. Any attempt to assign or transfer the right to receive the installments that does not meet all of these conditions is void.

5. Lien Priority and Enforcement. Pursuant to Section 399.014 of the PACE Act:

(a) Delinquent installments of the Assessment will incur penalties and accrue interest in the same manner and in the same amount as delinquent property taxes under Texas law. Statutory penalties and statutory interest payable under this paragraph will be retained by Local Government to compensate it for the cost of enforcing the Assessment. Additional interest at any default rate imposed by Lender pursuant to the Financing Documents, along with any other fees and charges that become due pursuant to the Financing Documents, may be imposed and retained by Lender. To ensure that the collection of delinquent installments of Assessments and other amounts due pursuant to the Financing Documents is congruent with the collection of delinquent property taxes the following procedures will be followed:

(1) Any delinquent account on which two thirty (30) day notices of delinquency have been mailed as specified herein shall be enforced by means of Judicial Enforcement.

(2) Delinquent installments of Assessment(s) through November 30 of any year will incur penalties and accrue interest as specified in the Financing Documents.

(3) On or after February 1 of any year, the Authorized Representative will notify the County Tax Assessor/Collector and the entity that collects delinquent taxes for the County of the amount due as of January 31 of said year. The amount due on January 31 shall become the base amount of delinquency which will incur penalties and accrue interest and collection fees in the same manner and on the same schedule as delinquent property taxes.

(4) Installments of Assessment(s) becoming delinquent after November 30 of any year will incur penalties and accrue interest as specified in the Financing Documents but, notification of the County Tax Assessor/Collector and the entity that collects delinquent taxes for the County shall not occur until February 1 following delinquency. The amount due on January 31 following delinquency shall become the base amount of delinquency which will incur penalties and accrue interest and collection fees in the same manner and on the same schedule as delinquent property taxes.

(b) The Assessment, together with any penalties and interest thereon,

(1) is a first and prior lien against the Property from the date on

which the Notice of Contractual Assessment Lien is filed in the Official Public Records of Kaufman County as provided by Section 399.013 of the PACE Act, until the financing secured by the Assessment and any penalties and interest (including any Contractual Interest and penalties) are paid; and

(2) such lien has the same priority status as a lien for any other ad valorem tax.

(c) The lien created by the Assessment runs with the land, and according to Section 399.014(b) of the PACE Act, any portion of the Assessment that has not yet become due is not eliminated by foreclosure of (i) a property tax lien, or (ii) the lien for a past due portion of the Assessment. In the event of a sale or transfer of the Property by Property Owner, the obligation for the Assessment and the Property Owner's obligations under the Financing Documents will be transferred to the succeeding owner without recourse on Local Government or Authorized Representative and with recourse on Property Owner only for any unpaid installments of the Assessment that became due during Property Owner's period of ownership.

(d) In the event of a default by Property Owner in payment of the installments called for by the Financing Documents, the lien created by the Assessment will be enforced by Local Government, in the same manner according to Texas Tax Code Secs. 33.41 to 34.23 that a property tax lien against real property may be enforced by a local government, to the extent the enforcement is consistent with Section 50, Article XVI, Texas Constitution.

(e) In a suit to collect a delinquent Installment of the Assessment, Local Government will be entitled to recover costs and expenses, including attorney's fees, penalties, and interest due, in the same manner according to Texas Tax Code Sec. 33.48 as in a suit to collect a delinquent property tax. Lender shall be entitled to any additional sums due to it under the Financing Documents in connection with a suit to collect a delinquent Installment of the Assessment.

(f) Distribution of Proceeds of a foreclosure sale pursuant to a Judgment ordering foreclosure of Property Tax Lien(s) and delinquent installments(s) of an Assessment Lien shall be made in the following order:

(1) the payment of the costs of suit and sale;

(2) the payment of ad valorem taxes, penalties, interest, and attorney's fees due under the judgment; and

(3) the payment of delinquent installment(s) of the Assessment, penalties, interest, fees, costs, and attorney's fees due under the judgment.

(g) As provided in Section 399.014 (a-1) of the PACE Act, after the Notice of Contractual Assessment Lien is recorded in the Official Public Records of the County in

which the Property is located, the lien created by the Assessment may not be contested on the basis that the improvement is not a “qualified improvement” or the project is not a “qualified project”, as such terms are defined in Section 399.002 of the PACE Act.

6. Written Contract Required by PACE Act. This Owner Contract constitutes a written contract for the Assessment between the Property Owner and Local Government as required by Section 399.005 of the PACE Act. The Notice of Contractual Assessment Lien will be recorded in the Official Public Records of Kaufman County as public notice of the contractual Assessment, in accordance with the requirements of Section 399.013 of the PACE Act.

7. Qualified Improvements. Property Owner agrees that all improvements purchased, constructed, and/or installed through the financing obtained pursuant to this Owner Contract shall be permanently affixed to the Property and will transfer with the Property to the transferee in the event of a sale or transfer of the Property. Property Owner agrees to provide to Authorized Representative within 30 days after the completion of the Project a verification by an independent third-party reviewer (“ITPR”) that the project was properly completed and is operating as intended. Property Owner agrees that Lender may retain the final advance of Financing until such verification is submitted or require Property Owner to pay liquidated damages for a failure to do so, according to paragraph 19 below.

8. Water or Energy Savings. For so long as the Assessment encumbers the Property, Property Owner agrees, on or before January 31st of each year, to report to Authorized Representative the water or energy savings realized through the Project in accordance with the reporting requirements established by Local Government.

9. Construction and Definitions. This Owner Contract is to be construed in accordance with and with reference to the PACE Program and PACE Act. Terms used herein and not defined herein shall have the meanings ascribed to them in the PACE Program and/or the PACE Act.

10. Binding Effect. This Owner Contract inures to the benefit of Local Government and is binding upon Property Owner, its heirs, successors, and assigns.

11. Notices. All notices and other communications required or permitted by this Owner Contract shall be in writing and mailed by certified mail, return receipt requested, addressed to the other party at its address shown below the signature of such party or at such other address as such party may from time to time designate in writing to the other party, and shall be effective from the date of receipt.

12. Governing Law. This Owner Contract shall in all respects be governed by and construed in accordance with the laws of the State of Texas.

13. Entire Agreement. This Owner Contract constitutes the entire agreement between Local Government and Property Owner with respect to the subject matter hereof and may not be amended or altered in any manner except by a document in writing executed by both parties.

14. Further Assurances. Property Owner further covenants and agrees to do, execute and deliver, or cause to be done, executed, and delivered all such further acts for implementing the intention of this Owner Contract as may be reasonably necessary or required.

15. Captions. Paragraph and section titles are for convenience of reference only and shall not be of any legal effect.

16. Counterparts. This Owner Contract may be executed in any number of counterparts, and each counterpart may be delivered on paper or by electronic transmission, all of which when taken together will constitute one agreement binding on the parties, notwithstanding that all parties are not signatories to the same counterpart.

17. Interest. Interest and penalties in the event of default, as provided above, are explicitly authorized by Section 399.014(d) of the PACE Act. However, in no event will the total amount of interest on the Assessment, including statutory interest payable to Local Government and Contractual Interest payable to Lender under the Financing Documents, exceed the maximum amount or rate of nonusurious interest that may be contracted for, charged, or collected under Texas law (the “**usury limit**”). If the total amount of interest payable to Local Government and Lender exceeds the usury limit, the interest payable to Local Government will be reduced and any interest in excess of the usury limit will be credited to the amount payable to Local Government or refunded. This provision overrides any conflicting provisions in this Owner Contract.

18. Costs. No provisions of this Owner Contract will require Local Government to expend or risk its own funds or incur any financial liability in the performance of any of its duties hereunder.

19. Release. PROPERTY OWNER AGREES TO AND SHALL RELEASE THE LOCAL GOVERNMENT, ITS AUTHORIZED REPRESENTATIVES, AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE “RELEASED PERSONS”) FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS CONTRACT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE RELEASED PERSON’S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE RELEASED PERSON’S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, AND EVEN IF THE INJURY, DEATH, DAMAGE OR LOSS IS CAUSED BY THE RELEASED PERSON’S WRONGFUL OR NEGLIGENT ENFORCEMENT OF THE ASSESSMENT OR FORECLOSURE.

20. Indemnification. TO THE MAXIMUM EXTENT ALLOWED BY LAW, PROPERTY OWNER SHALL INDEMNIFY AND HOLD LOCAL GOVERNMENT, ITS AUTHORIZED REPRESENTATIVES, AND THEIR RESPECTIVE AFFILIATES, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS (EACH SUCH PERSON HEREIN REFERRED TO AS AN “INDEMNITEE”) ABSOLUTELY HARMLESS FROM AND AGAINST ALL CLAIMS, LIABILITIES, LOSSES, DAMAGES, OBLIGATIONS OR RELATED EXPENSES INCURRED BY OR IMPOSED UPON OR ALLEGED TO BE DUE OF INDEMNITEE IN CONNECTION WITH THE EXECUTION OR DELIVERY OF THIS CONTRACT, THE NOTICE OF CONTRACTUAL ASSESSMENT LIEN, THE FINANCING

DOCUMENTS, AND ANY OTHER DOCUMENT OR ANY OTHER AGREEMENT OR INSTRUMENT CONTEMPLATED HEREBY OR THEREBY, THE PERFORMANCE BY THE PARTIES HERETO OF THEIR RESPECTIVE OBLIGATIONS HEREUNDER OR THEREUNDER, THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY, OR, IN THE CASE OF ANY INDEMNITEE, THE ADMINISTRATION OF THIS CONTRACT AND ANY OTHER AGREEMENTS RELATED TO THE PROJECT.

21. No Personal Liability. Pursuant to Section 399.019 of the PACE Act, the Property Owner acknowledges that the members of the governing body of a local government, other elected officials of a local government, employees of a local government, and board members, executives, employees, and contractors of a third party who enter into a contract with a Local Government to provide administrative services for a program under this chapter are not personally liable as a result of exercising any rights or responsibilities under the PACE Program or any agreement in furtherance of the PACE Program.

22. Construction Terms. If the Lender Contract includes requirements related to the construction of the Project and disbursement of Financing, such requirements are set forth in Exhibit D attached hereto and incorporated herein by reference. Such requirements may include, among other things, (1) the disbursement schedule and (2) any holdback amount to be funded following verification of final project completion.

PROPERTY OWNER:

By: _____

Name: _____

Title: _____

Address: _____

Email address: _____

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF _____ §

This PACE Owner Contract pursuant to Property Assessed Clean Energy Act was
acknowledged before me on _____, _____ by _____,
_____, on behalf of _____.

_____ (print name)

NOTARY PUBLIC, STATE OF TEXAS

LOCAL GOVERNMENT:

CITY OF KAUFMAN, TEXAS

By: _____
AUTHORIZED REPRESENTATIVE
Pursuant to Tex. Local Gov't Code §399.006(b)

By: _____
Name: _____
Title: _____
Address: _____
Email Address: _____

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF _____ §

This PACE Owner Contract pursuant to Property Assessed Clean Energy Act was
acknowledged before me on _____, _____ by _____,
_____, on behalf of _____, a Texas
_____, as Authorized Representative for the Local Government.

_____(print name)

NOTARY PUBLIC, STATE OF TEXAS

OWNER CONTRACT EXHIBIT A

NOTICE OF CONTRACTUAL ASSESSMENT LIEN
PURSUANT TO
PROPERTY ASSESSED CLEAN ENERGY ACT

OWNER CONTRACT EXHIBIT B
MORTGAGE HOLDER(S) CONSENT

OWNER CONTRACT EXHIBIT C

FINANCING DOCUMENTS

Assessment Payment Schedule

Assessment Total:

Payment Frequency:

Payment Date	Total Payment	Principal Paid	Interest Paid	Administration Fee	Remaining Balance

Financing Documents

Document Title	Parties	Date Executed

OWNER CONTRACT EXHIBIT D

CONSTRUCTION TERMS

Retainage or Liquidated Damages:

Lender will retain _____% of the Financing until a report of completion by a qualified Independent Third Party Reviewer (“ITPR”) is provided to Authorized Representative.

OR

Property Owner will pay liquidated damages to Lender of \$_____ per day for every day after 30 days following completion of the Project that such a report of completion is not provided. Lender will then provide the report of completion to Authorized Representative.

Additional Construction Terms

Date	Draw down Amount	Purpose

FORM PACE LENDER CONTRACT

THIS PROPERTY ASSESSED CLEAN ENERGY ("**PACE**") LENDER CONTRACT including the attached exhibits ("**Lender Contract**") is made as of the _____ day of _____, _____, ("**Effective Date**") by and between the City of Kaufman, Texas ("**Local Government**") and _____ ("**Lender**").

RECITALS

A. The Property Assessed Clean Energy Act ("**PACE Act**"), Texas Local Government Code Chapter 399, authorizes the governing body of a Local Government to establish a program and designate a region within the Local Government's jurisdiction within which an authorized representative of the Local Government may enter into written contracts with the record owners of privately owned commercial, industrial, and large multifamily residential (five or more dwelling units) real property to impose assessments on the property to finance the cost of permanent improvements fixed to the property intended to decrease water or energy consumption or demand.

B. Local Government has established a program under the PACE Act pursuant to a resolution dated _____, and adopted by the City Council ("**PACE Program**"), and has designated _____ as a representative of Local Government ("**Authorized Representative**") authorized to enter into the written contracts with the owners of such property and the providers of such financing described herein, and has designated the entire territory within the Local Government's jurisdiction as a region (the "**Region**") within which the Authorized Representative and the record owners of such real property may enter into written contracts to impose assessments to repay the financing by owners of qualified improvements on the owner's property pursuant to the PACE Program.

C. Pursuant to Application number _____, _____ ("**Property Owner**"), the legal and record owner of the following qualified "real property," as defined in Section 399.002 of the PACE Act, within the Region has/have applied to Local Government to participate in the PACE Program with respect to certain real property located at _____, _____, Texas, _____ - _____ (the "**Property**") by installing or modifying on the Property certain permanent improvements which are intended to decrease water or energy consumption or demand, and which are or will be fixed to the Property as "qualified improvements", as defined in Section 399.002 of the PACE Act ("**Qualified Improvements**"). The installation or modification of such Qualified Improvements on the Property will be a "qualified project" as defined in Section 399.002 of the PACE Act (the "**Project**").

D. Property Owner and Local Government have entered into a written contract as required by Section 399.005 of the PACE Act, a copy of which is attached hereto as Exhibit A and made a part hereof (the "**Owner Contract**"), in which Property Owner has requested that Local Government impose an assessment (the "**Assessment**") on the Property as set forth in the Notice Of Contractual Assessment Lien Pursuant To Property Assessed Clean Energy Act to be filed in the Official Public Records of Kaufman County, Texas (the "**Notice of Contractual Assessment**").

Lien”), to repay the financing of such Qualified Improvements. A copy of the Notice of Contractual Assessment Lien is attached as Exhibit A to the Owner Contract and made a part hereof. The Property, Qualified Improvements, and Assessment are more fully described in the Notice of Contractual Assessment Lien.

E. Financing for the Project (the “**Financing**”) will be provided to Property Owner by Lender in accordance with financing documents which are described in or copies of which are attached as Exhibit B and made a part hereof (the “**Financing Documents**”). Such Financing will include only those costs and fees for which an assessment may be imposed under the PACE Act. This Lender Contract is entered into between Local Government and Lender as required by Section 399.006(c) of the PACE Act to provide for repayment of the Financing through the Assessment.

F. As required by Section 399.010 of the PACE Act, Property Owner has notified the holder(s) of any mortgage liens on the Property at least thirty (30) days prior to the date of the Owner Contract of Property Owner’s intention to participate in the PACE Program. Pursuant to the requirements of the PACE Act, the written consent of each mortgage lien holder to the Assessment was obtained on or prior to the date of the Owner Contract, as shown by the copy of such consent(s) attached as Exhibit B to the Owner Contract.

AGREEMENT

The parties agree as follows:

1. Maintenance and Enforcement of Assessment. Lender agrees to provide Financing for the Project in the total principal amount of \$ _____, according to the terms set out in the Financing Documents attached hereto as Exhibit B. In consideration for the Financing provided or to be provided by Lender for the Project, and subject to the terms and conditions of this Lender Contract, Local Government agrees to maintain and continue the Assessment for the benefit of Lender until the Assessment, all contractual interest (“**Contractual Interest**”), any prepayment penalty, and any penalties, interest, attorney’s fees, and/or costs due under or authorized by the PACE Act due to Lender according to the Financing Documents are paid in full, and to release the Assessment upon notice from Lender of such payment. The Authorized Representative shall record a release of lien in the property records of Kaufman County, Texas. Local Government will not release, sell, assign or transfer the Assessment or the lien securing it without the prior written consent of Lender. Local Government agrees to enforce the assessment lien against the Property at the request of Lender in the event of a default in payment by Property Owner in accordance with the provisions set forth in paragraph 6, as may be limited by applicable law. Local Government shall have no obligation to repurchase the Assessment and no liability to Lender should there be a default in the payment thereof or should there be any other loss or expense suffered by Lender or under any other circumstances.

2. Installments. The Assessment and Contractual Interest thereon are due and payable to Lender in installments (“**Installments**”) according to the payment schedule set forth in the Financing Documents attached hereto as Exhibit B. To participate in the PACE Program, the Property Owner is required to pay (1) an application fee to be paid to the Authorized Representative at the time of application, and (2) a closing fee (less application fee) paid to the Authorized Representative at the closing of the Financing. The Property Owner is further required

to pay a recurring administration fee paid by Property Owner to Authorized Representative until the Assessment is released. The recurring administration fee amount will be collected by Lender and paid to Authorized Representative within thirty (30) days of receipt by Lender, unless otherKaufman agreed to in writing by Authorized Representative. Notwithstanding the foregoing, in the event of delinquency in the payment of any Installment, Lender will, upon notice to Authorized Representative, withhold payment of any amounts due to Authorized Representative in connection with such Installment until the Installment is paid. Any such temporary withholding will not reduce the amount of administration fees included in the Assessment. The amounts due to Authorized Representative are identified in Exhibit B hereto. As required by Section 399.009(a)(8) of the PACE Act, the period during which such Installments are payable does not exceed the useful life of the Project. When the Assessment together with any prepayment premium, and/or default penalties and interest, if any, has been paid in full, Local Government's rights under this Lender Contract will cease and terminate, except for rights under Section 18, 19, 20 and 21. Upon notice from Lender that all amounts owing have been paid in full, Authorized Representative will execute a release of the Assessment and this Lender Contract. Thereafter, the Authorized Representative will record the release.

3. Assignment of Right to Receive Installments or Require Enforcement of Lien. Lender will have the right, without the consent of Property Owner, to assign or transfer the right to receive the Installments or require Local Government to enforce the assessment lien in the event of a default in payment, together with the corresponding obligations, provided that all of the following conditions are met:

(a) The assignment or transfer is made to a qualified lender, which may be one of the following:

(1) Any federally insured depository institution such as a bank, savings bank, savings and loan association and federal or state credit union;

(2) Any insurance company authorized to conduct business in one or more states;

(3) Any registered investment company, registered business development company, or a Small Business Administration small business investment company;

(4) Any publicly traded entity;

(5) Any private entity that:

(i) Has a minimum net worth of \$5 million;

(ii) Has at least three years' experience in business or industrial lending or commercial real estate lending (including multifamily lending), or has a lending officer that has at least three years' experience in business or industrial lending or commercial real estate lending;

(iii) Can provide independent certification as to availability of funds; and

(iv) Has the ability to carry out, either directly or through a servicer, the bookkeeping and customer service work necessary to manage the assessment accounts; or

(6) A financially stable entity, whether or not from the list above, with the ability to carry out, either directly or through a servicer, the obligations of this Lender Contract related to the receipt and accounting of the Installments or the enforcement of the assessment lien.

(b) Property Owner and Authorized Representative are notified in writing of the assignment or transfer and the address to which payment of the future Installments should be mailed at least 30 days before the next Installment is due according to the payment schedule included in the Financing Documents; and

(c) The assignee or transferee executes a written assumption agreement according to the Financing Documents of all of Lender's rights and obligations under this Lender Contract related to the receipt of the Installments or enforcement of the assessment lien and provides a copy of such assumption to Property Owner and Authorized Representative within 10 days after execution of the agreement. Such written agreement must contain a certification by the Lender and the assignee that all of the conditions in this Section 3 have been met. Lender may assign or transfer the right to receive the Installments or the right to require enforcement of the assessment lien separately. Upon written notice to Property Owner and Authorized Representative of an assignment or transfer that meets all of these conditions, the assignor will be released of all of the rights and obligations of the Lender under this Lender Contract accruing after the date of the assignment that are specified in the assignment or transfer document, and all of such rights and obligations will be assumed by and transferred to the assignee. Any attempt to assign or transfer the right to receive the Installments or to require enforcement of the assessment lien that does not meet all of these conditions is void. Lender will retain all of the rights and obligations of Lender under this Lender Contract until such rights and obligations are assigned or transferred according to this paragraph.

4. Financing Responsibility. Lender assumes full responsibility for determining the financial ability of the Property Owner to repay the Financing and for advancing the funds as set forth in the Financing Documents and performing Lender's obligations and responsibilities thereunder. In the event the assessment lien on the Property is enforced by foreclosure as provided below, Lender will have no further obligations to Property Owner with respect to the Installments that were the subject of the foreclosure, but Lender will retain the rights to enforcement of the lien for any Installments that are not eliminated by the foreclosure, and the succeeding owner of the Property will be subject to such lien.

5. Lien Priority and Enforcement. As provided in the Owner Contract and Section 399.014 of the PACE Act:

(a) Delinquent Installments of the Assessment incur penalties and accrue interest on the principal of the Installment in the same manner and in the same amount as delinquent property taxes. Statutory penalties and statutory interest payable under this paragraph will be retained by Local Government to compensate it for the cost of enforcing the Assessment. Additional interest at any default rate imposed by Lender pursuant to the Financing Documents, along with any other fees and charges that become due pursuant to the Financing Documents may be imposed and retained by Lender. To ensure that the collection of delinquent installments of Assessments is congruent with the collection of delinquent property taxes the following procedures will be followed:

(1) Any delinquent account on which two thirty (30) day notices of delinquency have been mailed as specified herein shall be enforced by means of Judicial Enforcement.

(2) Delinquent installments of Assessment(s) through November 30 of any year will incur penalties and accrue interest as specified in the Financing Documents.

(3) On or after February 1 of any year, the Authorized Representative will notify the County Tax Assessor/Collector and the entity that collects delinquent taxes for the County of the amount due as of January 31 of said year. The amount due on January 31 shall become the base amount of delinquency which will incur penalties and accrue interest and collection fees in the same manner and on the same schedule as delinquent property taxes.

(4) Installments of Assessment(s) becoming delinquent after November 30 of any year will incur penalties and accrue interest as specified in the Financing Documents but, notification of the County Tax Assessor/Collector and the entity that collects delinquent taxes for the County shall not occur until February 1 following delinquency. The amount due on January 31 following delinquency shall become the base amount of delinquency which will incur penalties and accrue interest and collection fees in the same manner and on the same schedule as delinquent property taxes.

(b) The Assessment, together with any penalties and interest thereon,

(1) are a first and prior lien against the Property from the date on which the Notice of Contractual Assessment Lien is recorded in the Official Public Records of Kaufman County, Texas, as provided by Section 399.013 of the PACE Act, until the Assessment, interest, or penalty is paid; and

(2) such lien has the same priority status as a lien for any other ad valorem tax.

(c) The lien created by the Assessment runs with the land, and according to Section 399.014(b) of the PACE Act, any portion of the Assessment that has not yet become due will not be eliminated by foreclosure of (i) a property tax lien, or (ii) the lien

for a delinquent Installment of the Assessment. In the event of a sale or transfer of the Property by Property Owner, the obligation for the Assessment and the Property Owner's obligations under the Financing Documents will be transferred to the succeeding owner without recourse to Lender, Local Government or Authorized Representative

(d) In the event of a default by Property Owner in payment of an Installment called for by the Financing Documents or the filing of a case under the U.S. Bankruptcy Code by or against Property Owner, the lien created by the Assessment will be enforced by Local Government for the benefit of Lender according to paragraph 6(c) below in the same manner according to Texas Tax Code Secs. 33.41 to 34.23 that a property tax lien against real property may be enforced by a Local Government, to the extent the enforcement is consistent with Section 50, Article XVI, Texas Constitution.

(e) In a suit to collect a delinquent Installment of the Assessment, Local Government will be entitled to recover costs and expenses, including attorney's fees, penalties, and interest due, in the same manner according to Texas Tax Code Sec. 33.48 as in a suit to collect a delinquent property tax. Lender will be entitled to any additional sums due to it under the Financing Documents in connection with a suit to collect a delinquent Installment of the Assessment.

(f) Notwithstanding any other provisions in this Lender Contract except Section 16 hereof, distribution of Proceeds of a foreclosure sale pursuant to a Judgment ordering foreclosure of Property Tax Lien(s) and delinquent installments(s) of an Assessment Lien shall be disbursed in the following order:

(1) the payment of the costs of suit and sale;

(2) the payment of ad valorem taxes, and associated penalties, interest, and attorney's fees due under the judgment; and

(3) the payment of delinquent installment(s) of the Assessment, and associated penalties, interest, fees, costs, and attorney's fees due under the judgment.

(g) As provided in Section 399.014(a-1) of the PACE Act, after written notice of the Assessment is recorded in the Official Public Records of the county in which the Property is located, the lien created by the Assessment may not be contested on the basis that the improvement is not a "qualified improvement" or the project is not a "qualified project", as such terms are defined in Section 399.002 of the PACE Act.

6. Servicing and Enforcement of Assessment.

(a) Servicing. The Installments and other amounts due under the Financing Documents will be billed, collected, received, and disbursed in accordance with the

procedures set out in the Financing Documents. Lender or its designee will be responsible for all servicing duties other than those specifically undertaken by Local Government in this Lender Contract. Authorized Representative agrees to send an annual notice of assessment to the Property Owner each year there is a PACE lien balance. However, any failure of Local Government or Authorized Representative to deliver an annual notice of assessment to Property Owner will not affect the Assessment or Property Owner's obligations under the Owner Contract.

(b) Remittances. Each of the parties covenants and agrees to promptly remit to the other party any payments incorrectly received by such party with respect to the Assessment after the execution of this Lender Contract.

(c) Default and Enforcement. In the event of a default in payment of any Installment according to the Financing Documents, Lender agrees to take at least the following steps to collect the delinquent Installment:

(1) Mail a written notice of delinquency and demand for payment to the Property Owner by both certified mail, return receipt requested, and first class mail; and

(2) Mail a second notice of delinquency to the Property Owner by both certified mail, return receipt requested, and first-class mail at least 30 days after the date of the first notice if the delinquency is continuing.

If the Property Owner fails to cure the delinquency within 30 days after the mailing of the second notice of delinquency, Lender or its designee may notify Authorized Representative in writing of a default in payment by Property Owner. Upon receipt of such notice and after doing its own due diligence, Local Government will enforce the assessment lien for the benefit of Lender pursuant to Sec. 399.014(c) of the PACE Act, in the same manner as a property tax lien against real property may be enforced, to the extent the enforcement is consistent with Section 50, Article XVI, Texas Constitution.

(d) Priority. If the assessment lien is enforced by foreclosure or collected through a bankruptcy or similar proceeding, the assessment balance and any interest or penalties on the assessment will have the same priority status as a lien for any other ad valorem tax, pursuant to Sec. 399.014(a)(2) of the PACE Act.

(e) Final Payment and Release. When the Assessment, Contractual Interest, any prepayment penalty, and any penalties, interest, fees, or costs due under or authorized by the PACE Act or the Financing Documents have been paid in full, Local Government's rights under the Owner Contract will cease and terminate. Upon notice from Lender that all amounts due have been paid in full, Authorized Representative will execute a release of the Assessment and the Owner Contract and record the release.

(f) Limitations on Local Government's Actions. Without the prior written consent of Lender, Local Government will not enter into any amendment or modification of or deviation from the Owner Contract. Local Government or Authorized Representative

will not institute any legal action with respect to the Owner Contract, the Assessment, or the assessment lien without the prior written request of Lender.

(g) Limitations of Local Government's Obligations. Local Government undertakes to perform only such duties as are specifically set forth in this Lender Contract, and no implied duties on the part of Local Government are to be read into this Lender Contract. Local Government will not be deemed to have a fiduciary or other similar relationship with Lender. Local Government may request written instructions for action from Lender and refrain from taking action until it receives satisfactory written instructions. Local Government will have no liability to any person for following such instructions, regardless of whether they are to act or refrain from acting.

(h) Costs. No provisions of this Lender Contract will require Local Government to expend or risk its own funds or incur any financial liability in the performance of any of its duties hereunder.

7. Lender's Warranties and Representations. With respect to this Lender Contract, Lender hereby warrants and represents that on the date on which Lender executes this Lender Contract:

(a) Lender is a qualified lender under the PACE Program, as defined in paragraph 3(a) above, and is fully qualified under the PACE Program to enter into this Lender Contract and the Financing Documents;

(b) Lender has independently and without reliance upon Local Government conducted its own credit evaluation, reviewed such information as it has deemed adequate and appropriate, and made its own analysis of the Owner Contract, the Project, and Property Owner's financial ability to perform the financial obligations set out in the Financing Documents; and

(c) Lender has not relied upon any investigation or analysis conducted by, advice or communication from, or any warranty or representation by Local Government, Authorized Representative, or any agent or employee of Local Government, express or implied, concerning the financial condition of the Property Owner or the tax or economic benefits of an investment in the Assessment.

8. Written Contract Required by the PACE Act. This Lender Contract constitutes a written contract between Local Government and Lender, as required under Section 399.006 (c) of the PACE Act.

9. Construction and Definitions. This Lender Contract is to be construed in accordance with and with reference to the PACE Program and PACE Act. Terms used herein and not defined herein have the meanings ascribed to them in the PACE Program, and/or the PACE Act.

10. Binding Effect. This Lender Contract is binding upon and inures to the benefit of the parties hereto and their respective heirs, representatives, successors, and assigns.

11. Notices. Unless specifically provided herein, all notices and other communications required or permitted hereunder shall be in writing and delivered by first-class mail or by electronic mail, addressed to the other party at the address stated below the signature of such party or at such other address as such party may from time to time designate in writing to the other party, and shall be effective from the date of receipt.

12. Governing Law. This Lender Contract shall in all respects be governed by and construed in accordance with the laws of the State of Texas.

13. Entire Agreement. This Lender Contract constitutes the entire agreement between Local Government and Lender with respect to the subject matter hereof and shall not be amended or altered in any manner except by a document in writing executed by both parties.

14. Captions. Paragraph and section titles are for convenience of reference only and shall not be of any legal effect.

15. Counterparts. This Lender Contract may be executed in any number of counterparts, and each counterpart may be delivered on paper or by electronic transmission, all of which when taken together will constitute one agreement binding on the parties, notwithstanding that all parties are not signatories to the same counterpart.

16. Interest. Interest and penalties in the event of default, as provided above, are explicitly authorized by Section 399.014(d) of the PACE Act. However, in no event will the total amount of interest on the Assessment, including statutory interest payable to Local Government and Contractual Interest payable to Lender under the Financing Documents, exceed the maximum amount or rate of nonusurious interest that may be contracted for, charged, or collected under Texas law (the “**usury limit**”). If the total amount of interest payable to Local Government and Contractual Interest payable to Lender exceeds the usury limit, interest payable to Local Government will be reduced and any interest in excess of the usury limit will be credited to the amount payable to Local Government or refunded. This provision overrides any conflicting provisions in this Lender Contract.

17. Certification. Local Government certifies that the PACE Program has been duly adopted and is in full force and effect on the date of this Lender Contract. Property Owner has represented to Lender and Local Government that the Project is a “qualified project” as defined in the PACE Program and Section 399.002 of the PACE Act. The Assessment has been imposed on the Property as a lien in accordance with the PACE Owner Contract and the PACE Act. Local Government has not assigned or transferred any interest in the Assessment or the PACE Owner Contract.

18. Costs. No provision of this Lender Contract will require Local Government to expend or risk its own funds or incur any financial liability in the performance of any of its duties hereunder.

19. Release. LENDER AGREES TO AND SHALL RELEASE THE LOCAL GOVERNMENT, ITS AUTHORIZED REPRESENTATIVES, AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE “RELEASED PERSONS”) FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO

PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS CONTRACT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE RELEASED PERSON'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE RELEASED PERSON'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, AND EVEN IF THE INJURY, DEATH, DAMAGE OR LOSS IS CAUSED BY THE RELEASED PERSON'S WRONGFUL OR NEGLIGENT ENFORCEMENT OF THE ASSESSMENT OR FORECLOSURE. NOTWITHSTANDING THE FOREGOING, LOCAL GOVERNMENT AGREES THAT ITS OBLIGATION TO MAINTAIN, CONTINUE, AND ENFORCE THE ASSESSMENT AS WELL AS ITS OBLIGATION TO REMIT AMOUNTS IN ACCORDANCE WITH THIS AGREEMENT ARE MINISTERIAL ACTS, AND THE LENDER MAY BRING AN ACTION IN MANDAMUS, A CLAIM FOR SPECIFIC PERFORMANCE, OR ANY SIMILAR ACTION OR REMEDY (EXCEPT AN ACTION SEEKING MONETARY DAMAGES FROM THE LOCAL GOVERNMENT) AGAINST ANY NECESSARY PARTY TO ENSURE THE NECESSARY MINISTERIAL ACTS LISTED ABOVE ARE PERFORMED PURSUANT TO THIS AGREEMENT.

20. Indemnification. TO THE MAXIMUM EXTENT ALLOWED BY LAW, LENDER SHALL INDEMNIFY AND HOLD LOCAL GOVERNMENT, AUTHORIZED REPRESENTATIVES, AND THEIR RESPECTIVE AFFILIATES, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS (EACH SUCH PERSON HEREIN REFERRED TO AS AN "INDEMNITEE") ABSOLUTELY HARMLESS FROM AND AGAINST ALL CLAIMS, LIABILITIES, LOSSES, DAMAGES, OBLIGATIONS OR RELATED EXPENSES INCURRED BY OR IMPOSED UPON OR ALLEGED TO BE DUE OF INDEMNITEE IN CONNECTION WITH THE EXECUTION OR DELIVERY OF THIS CONTRACT, THE NOTICE OF CONTRACTUAL ASSESSMENT LIEN, THE FINANCING DOCUMENTS, AND ANY OTHER DOCUMENT OR ANY OTHER AGREEMENT OR INSTRUMENT CONTEMPLATED HEREBY OR THEREBY, THE PERFORMANCE BY THE PARTIES HERETO OF THEIR RESPECTIVE OBLIGATIONS HEREUNDER OR THEREUNDER, THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY, OR, IN THE CASE OF ANY INDEMNITEE, THE ADMINISTRATION OF THIS CONTRACT AND ANY OTHER AGREEMENTS RELATED TO THE PROJECT. NOTWITHSTANDING THE FOREGOING OR ANYTHING CONTAINED HEREIN TO THE CONTRARY, LENDER SHALL HAVE NO OBLIGATION TO INDEMNIFY AND HOLD ANY INDEMNITEE HARMLESS FROM AND AGAINST ALL CLAIMS, LIABILITIES, LOSSES, DAMAGES, OBLIGATIONS OR RELATED EXPENSES INCURRED BY OR IMPOSED UPON OR ALLEGED TO BE DUE OF AN INDEMNITEE IF SUCH CLAIMS, LIABILITIES, LOSSES, DAMAGES, OBLIGATIONS OR RELATED EXPENSES ARE CAUSED BY OR ARISE FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH INDEMNITEE RELATED TO THE FAILURE TO MAINTAIN, CONTINUE, AND ENFORCE THE ASSESSMENT AS WELL AS ITS OBLIGATION TO REMIT AMOUNTS IN ACCORDANCE WITH THIS AGREEMENT.

21. No Personal Liability. Pursuant to Section 399.019 of the PACE Act, the Lender acknowledges that the members of the governing body of a Local Government, other elected officials of a Local Government, employees of a Local Government, and board members, executives, employees, and contractors of a third party who enters into a contract with a Local

Government to provide administrative services for a program under this chapter are not personally liable as a result of exercising any rights or responsibilities under the PACE Program or any agreement in furtherance of the PACE Program.

22. Construction Terms. If this Lender Contract includes any additional requirements related to construction of the Project and disbursement of Financing, such requirements are set forth in Exhibit C attached hereto and incorporated herein by reference. Such requirements may include, among other things, (1) the disbursement schedule and (2) any holdback amount to be funded following verification of final project completion.

LENDER:

By:_____

Name: _____

Title: _____

Address: _____

Email Address: _____

ACKNOWLEDGEMENT

STATE OF _____ §

COUNTY OF _____ §

This PACE Lender Contract pursuant to Property Assessed Clean Energy Act was
acknowledged before me on _____, _____ by _____,
_____, on behalf of _____.

_____(print name)

NOTARY PUBLIC, STATE OF _____

LOCAL GOVERNMENT:

CITY OF KAUFMAN, TEXAS

By: _____

AUTHORIZED REPRESENTATIVE

Pursuant to Tex. Local Gov't Code §399.006(b)

By: _____

Name: _____

Title: _____

Address: _____

Email Address:

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF _____ §

This PACE Lender Contract pursuant to Property Assessed Clean Energy Act was acknowledged before me on _____, _____ by _____, _____, on behalf of _____, a Texas _____, as Authorized Representative for the Local Government.

(print name)

NOTARY PUBLIC, STATE OF TEXAS

LENDER CONTRACT EXHIBIT A

OWNER CONTRACT

LENDER CONTRACT EXHIBIT B
FINANCING DOCUMENTS

Assessment Payment Schedule

Assessment Total:
Payment Frequency:

Payment Date	Total Payment	Principal Paid	Interest Paid	Administration Fee	Remaining Balance

Financing Documents

Document Title	Parties	Date Executed

LENDER CONTRACT EXHIBIT C

CONSTRUCTION TERMS

Retainage or Liquidated Damages:

Lender will retain _____% of the Financing until a report of completion by a qualified Independent Third Party Reviewer (“ITPR”) is provided to Authorized Representative.

OR

Property Owner will pay liquidated damages to Lender of \$_____ per day for every day after 30 days following completion of the Project that such a report of completion is not provided. Lender will then provide the report of completion to Authorized Representative.

Date	Draw down Amount	Purpose

**FORM NOTICE OF CONTRACTUAL ASSESSMENT LIEN
PURSUANT TO
PROPERTY ASSESSED CLEAN ENERGY ACT**

STATE OF TEXAS §
 §
CITY OF KAUFMAN §

RECITALS

A. The Property Assessed Clean Energy Act (“**PACE Act**”), Texas Local Government Code Chapter 399, authorizes the governing body of a local government to establish a program and designate a region within the local government’s jurisdiction within which an authorized representative of the local government may enter into written contracts with the record owners of privately owned commercial, industrial, and large multifamily residential (5 or more dwelling units) real property to impose assessments on the property to finance the cost of permanent improvements fixed to the property intended to decrease water or energy consumption or demand. Unless expressly provided herein, all terms used herein have the same meanings ascribed to them in the PACE Act.

B. The City of Kaufman, Texas (“**Local Government**”) has established a program under the PACE Act (“**PACE Program**”) pursuant to a resolution dated _____ adopted by the City Council, and has designated _____ as a representative of Local Government (“**Authorized Representative**”) authorized to enter into and enforce the written contracts with the owners of such property and the providers of such financing described herein, and has designated the entire territory within the City of Kaufman jurisdiction as a region (the “**Region**”) within which the Authorized Representative and the record owners of such real property may enter into written contracts to impose assessments to repay the financing by owners of qualified improvements on the owners’ property pursuant to the PACE Program.

C. _____ (“**Property Owner**”) is/are the sole legal and record owner of the qualified “real property,” as defined in Section 399.002 of the PACE Act, within the Region located at _____, _____, Texas _____ - _____ and more fully described in Exhibit A attached hereto and made a part hereof (the “**Property**”).

D. Property Owner has applied to Local Government to participate in the PACE Program by installing or modifying on the Property certain permanent improvements described in Exhibit B attached hereto and made a part hereof, which are intended to decrease water or energy consumption or demand and which are or will be fixed to the Property as “qualified improvements”, as defined in Section 399.002 of the PACE Act (the “**Qualified Improvements**”). The installation or modification of such Qualified Improvements on the Property will be a “qualified project” as defined in Section 399.002 of the PACE Act (the “**Project**”). Property Owner has entered into a written contract (the “**Owner Contract**”) with Local Government pursuant to the PACE Act and the PACE Program and has requested Local Government to impose an assessment on the Property to repay the financing of such Qualified Improvements.

E. The financing of such Qualified Improvements will be provided to Property Owner by _____ (“**Lender**”), a qualified lender selected by Property Owner, pursuant to a written contract executed by Lender and Local Government as required by Section 399.006(c) of the PACE Act (the “**Lender Contract**”). Lender will be responsible for all servicing duties other than those specifically undertaken by Local Government in the Lender Contract.

THEREFORE, Local Government hereby gives notice to the public pursuant to Section 399.013 of the PACE Act that it has imposed an assessment on the Property in the amount of \$ _____ as set forth on Exhibit C attached hereto, which together with all interest, fees, penalties, costs and other sums due under and/or authorized by the PACE Act, PACE Program and the financing documents between Property Owner and Lender (the "Financing Documents") is herein referred to as the "Assessment".

Pursuant to Section 399.014 of the PACE Act,

1. The Assessment, including any interest and/or penalties, costs and fees accrued thereon,
 - (i) is a first and prior lien against the Property from the date on which this Notice of Contractual Assessment Lien is recorded in the Official Public Records of Kaufman County, Texas, until such Assessment, interest, penalties, costs, and fees are paid; and
 - (ii) such lien has the same priority status as a lien for any other ad valorem tax.
2. The lien created by the Assessment runs with the land, and according to Section 399.014(b) of the PACE Act, any portion of the Assessment that has not yet become due will not be eliminated by foreclosure of: (i) a property tax lien, or (ii) the lien for any past due portion of the Assessment. In the event of a sale or transfer of the Property by Property Owner (including, without limitation, a foreclosure sale for a past due portion of the Assessment), the obligation for the Assessment and the Property Owner’s obligations under the Financing Documents (including, without limitation, the portion of the Assessment that has not yet become due) will be transferred to the succeeding owner without recourse to Local Government, or Authorized Representative and with recourse on Property Owner only for any unpaid installments of the Assessment that became due during Property Owner's period of ownership.

As provided in Section 399.014(a-1) of the PACE Act, after this Notice of Contractual Assessment Lien is recorded in the Official Public Records of the county in which the Property is located, the lien created by the Assessment may not be contested on the basis that the improvement is not a “qualified improvement” or the project is not a “qualified project”, as such terms are defined in Section 399.002 of the PACE Act.

EXECUTED on _____, _____.

LOCAL GOVERNMENT:
CITY OF KAUFMAN, TEXAS

By:
AUTHORIZED REPRESENTATIVE
Pursuant to Tex. Local Gov't Code §399.006(b)

By: _____

Name: _____

Title: _____

Address: _____

E-mail: _____

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF _____ §

This Notice of Contractual Assessment Lien pursuant to Property Assessed Clean Energy Act was acknowledged before me on _____, _____ by _____, _____, on behalf of _____, a Texas _____, as Authorized Representative for the Local Government.

(print name)

NOTARY PUBLIC, STATE OF TEXAS

NOTICE OF LIEN EXHIBIT A

PROPERTY DESCRIPTION

NOTICE OF LIEN EXHIBIT B
QUALIFIED IMPROVEMENTS

Assessment Payment Schedule

Payment Frequency:

[illegible]

Financing Documents

Document Title	Parties	Date Executed

INDEXING INSTRUCTION:

Grantor: _____, Property Owner
Grantees: _____, Local Government
 _____, Lender

After recording, return to-

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN THE CITY OF KAUFMAN, TEXAS
AND LONE STAR PACE LLC**

THIS AGREEMENT is made and entered by and between the City of Kaufman, Texas, hereinafter referred to as "**City**," and LONE STAR PACE LLC, hereinafter referred to as "**Services Provider**" or "**Lone Star PACE**," or "**Authorized Representative**" to be effective from and after the date as provided herein.

WITNESSETH:

WHEREAS, the City desires to engage the services of an authorized representative ("**Authorized Representative**") to administer a Texas Property Assessed Clean Energy ("**PACE**") program for the City pursuant to the Property Assessed Clean Energy Act ("**PACE Act**"), Texas Local Government Code Chapter 399, hereinafter referred to as the "Program";

WHEREAS, Services Provider desires to render such services for the City upon the terms and conditions provided herein; and

WHEREAS, to administer the Program, the City is not looking to Services Provider to provide, and City shall not otherwise request or require Services Provider to provide, any advice or recommendations with respect to municipal financial products or the issuance of municipal securities (including any advice or recommendations with respect to the structure, timing, terms, and other similar matters concerning such financial products or issues).

NOW, THEREFORE, for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

I. ENGAGEMENT

The City hereby agrees to retain Services Provider to serve as an administrator and Authorized Representative of the City's PACE program and Services Provider agrees to perform such services in accordance with the terms and conditions of this Agreement.

II. SCOPE OF SERVICES

The parties agree that Services Provider shall perform such services as are further described in Exhibit A hereto (collectively "**Scope of Services**"). The parties understand and agree that deviations or modifications in the Scope of Services may be authorized from time to time by the City, but said authorization must be made in writing.

III. TERM OF AGREEMENT

The initial term of this Agreement shall commence upon the complete execution of the Agreement by City and Services Provider. Notwithstanding the termination of this Agreement, Services Provider shall be permitted to continue administration of any third-party agreements under the PACE program commenced prior to termination of this Agreement, and to recover any compensation due Services Provider for services performed in accordance with Section IV of this Agreement.

IV. COMPENSATION/EXPENSES

Services Provider shall be paid for performance of the Scope of Services described in Exhibit A in accordance with the compensation schedule set forth in Exhibit B.; however, City shall have no obligation to pay Services Provider for performance of the Scope of Services. All payments to Services Provider shall be made by participants in the PACE program in accordance with the PACE Act.

V. INSURANCE

Services Provider agrees to meet all insurance requirements, and to require all consultants who perform work of Services Provider to meet all insurance requirements, as set forth in Exhibit C to this Agreement.

VI. INDEMNIFICATION

SERVICES PROVIDER AGREES TO INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT FROM THE CITY TO THE EXTENT ARISING OUT OF OR OCCASIONED BY SERVICES PROVIDER'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT, VIOLATIONS OF LAW BY SERVICES PROVIDER, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE SERVICES PROVIDER, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE SERVICES PROVIDER IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS AGREEMENT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY TO THE EXTENT RESULTING FROM THE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

VII. INDEPENDENT CONTRACTOR

Services Provider covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of the City of Kaufman; that it shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondeat superior shall not apply as between City and Services Provider its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Services Provider.

VIII. ASSIGNMENT AND SUBLETTING

Services Provider agrees that this Agreement shall not be assigned without the prior written consent of the City, except to an Affiliate of Services Provider. Affiliate shall mean (1) any corporation or other entity controlling, controlled by, or under common control with (directly or indirectly) Services Provider, including, without limitation, any parent corporation controlling Services Provider or any subsidiary that Services Provider controls; (2) the surviving corporation resulting from the merger or consolidation of Services Provider; or (3) any person or entity which acquires all of the assets of Services Provider as a going concern. Services Provider shall be permitted to enter into subcontracts for performance of portions of the Scope of Services; however, Services Provider shall not subcontract the entirety of the Scope of Services to a single subcontractor without the City's consent. Services Provider further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Services Provider from its full obligations to the City as provided by this Agreement.

IX. AUDITS AND RECORDS

Services Provider agrees that City or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Services Provider which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Services Provider agrees that City shall have access during normal working hours to all necessary Services Provider's facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. City shall give Services Provider reasonable advance notice of intended audits.

X. CONTRACT TERMINATION

The parties agree that City shall have the right to terminate this Agreement with or without cause upon thirty (30) days written notice to Services Provider. In the event of such termination, Services Provider shall deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Services Provider in connection with this Agreement. In the event of termination by City, Services Provider shall be compensated in accordance with Section III of this Agreement with respect to any third-party agreements under administration by Services Provider at the time of termination.

XI. COMPLETE AGREEMENT

This Agreement, including Exhibits A through D constitute the entire Agreement by and between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

XII. AMENDMENTS

Amendments to this Agreement may be made at any time upon agreement by City and Services Provider.

XIII. MAILING OF NOTICES

Unless instructed otherwise in writing, Services Provider agrees that all notices or communications to City permitted or required under this Agreement shall be addressed to the City Mayor at the following address:

City of Kaufman, Texas
Attention: City Mayor
209 S Washington St.
Kaufman, TX 75142

City agrees that all notices or communications to Services Provider permitted or required under this Agreement shall be addressed to Services Provider at the following address:

Lone Star PACE LLC
Attention: Program Administrator
6988 Lebanon Road Suite 103
Frisco, TX 75034

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is posted by the sending party.

XIV. AUTHORITY TO SIGN

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

XV. MISCELLANEOUS

A. Professional Services: This is a contract for the purchase of personal or professional services, and is therefore exempt from any competitive bidding requirements of the City of Kaufman.

B. Paragraph Headings: The paragraph headings contained herein are for convenience only and are not intended to define or limit the scope of any provision in this Agreement.

C. Agreement Interpretation: This is a negotiated Agreement, should any part be in dispute, the parties agree that the terms of the Agreement shall not be construed more favorably for either party.

D. Venue/Governing Law: The parties agree that the laws of the State of Texas shall govern this Agreement, and that it is performable in Kaufman, Texas. Exclusive venue shall lie in Kaufman, Texas.

E. Successors and Assigns: City and Services Provider and their partners, successors, subcontractors, executors, legal representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

F. Severability: In the event a term, condition, or provision of this Agreement is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect.

G. Effective Date: This Agreement shall be effective from and after the date of execution by the last signatory hereto as evidenced below.

Signed on the date indicated below.

LONE STAR PACE LLC

Signature

Printed Name: Lee A. McCormick
Title: President
Date: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20____, by Lee A. McCormick (“Authorized Representative”), President, of LONE STAR PACE LLC, on behalf of said entity.

[SEAL]

Signature

NOTARY PUBLIC, STATE OF TEXAS

CITY OF KAUFMAN, TEXAS

Signature

Printed Name: _____

Title: _____ Mayor _____

Date: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20____,
by _____, the Mayor of Kaufman, Texas, a Texas political
subdivision, on behalf of said City.

[SEAL]

Signature

NOTARY PUBLIC, STATE OF TEXAS

Exhibit A

Scope of Services

The Services Provider will perform the following services in the administration of the City of Kaufman PACE Program (the "**Program**") subject to the limitation outlined below:

Community Outreach

1. Maintain a Program website and database;
2. Promote owner participation in the Program;
3. Respond to inquiries from property owners, vendors, contractors, consultants, and the general public;
4. If appropriate, publish the technical standards for the Program on the Program website. (Note: technical standards variances may be approved by the City Council, or designated staff representative for PACE.);
5. List interested, qualified capital providers on the Program website or link to another neutral directory of capital providers to enable property owners to identify potential sources of private third-party financing;
6. Arrange for training of contractors and independent third-party reviewers on how to apply for PACE financing and comply with the published technical standards.; and
7. Establish quality assurance measures.

Application and Approval Process

1. Publish a Project Application Form on the Program website;
2. Review submitted Project Application forms for administrative completeness and notify the applicants of any missing information;
3. Maintain the confidentiality of confidential owner information;
4. Maintain the PACE application process, including:
 - Draft and distribute the PACE application, as well as accept and review the property owner's completed application;
 - If the Project meets eligibility requirements, provide written indication that the Project meets PACE standards at this stage (subject to verification of all requirements at closing).
 - Inform the property owner of his or her responsibilities in the process, including hiring a third-party reviewer, obtaining a qualified capital provider, determining final Project scope and completing and submitting a closing verification package.
 - Conduct a pre-closing verification, which will confirm the statutorily required eligibility requirements of the owner including that the property owner:
 - Is the legal property owner of the benefited property;
 - Is current on mortgage and tax payments;
 - Is not insolvent or the subject of bankruptcy proceedings;
 - Holds a title to the property to be subject to a PACE assessment that is not in dispute; and

- Has consent of any pre-existing mortgagee to the proposed PACE assessment through a written contract.
5. Require independent third-party verification of expected energy or water savings resulting from a Project (provided by engineer or consultant retained by applicant), according to the technical standards; This review will include a:
 - Site visit,
 - Report stating the savings (energy, demand, and/or water) and expected Project life are reasonable and in compliance with Program guidelines; and
 - Letter from the ITPR certifying that he/she has no financial interest in the Project and is an independent reviewer.
 6. Require independent third-party verification, according to the technical standards, that the period of an assessment does not exceed the expected life of the improvements or thoroughly review waiver application and justification (provided by engineer or consultant retained by applicant);
 7. Require capital provider to confirm in writing its determination, based on underwriting factors established by the capital provider, that the owner has demonstrated the financial ability to repay the financial obligations to be repaid through assessment.
 8. Require the owner to notify the holder of any mortgage lien on the property of the owner's intention to participate in the Program and obtain the lienholder's written consent prior to the imposition of the PACE assessment;
 9. Review and finalize the terms of every Owner Contract and Capital provider Contract prior to execution; The Contract must contain:
 - Amount of the assessment;
 - The legal description of the property;
 - The name of the property owner; and
 - A reference to the statutory assessment lien provided under the PACE Act.
 10. Collect and retain owner application fees as compensation for administrative services;
 11. Perform closing verification reviews and schedule assessment transaction closings when all requirements are met; such closing verification must include:
 - The report conducted by a qualified independent third-party reviewer of water or energy baseline conditions and the projected water or energy savings attributable to the Project;
 - Such financial information about the owner and the property as the capital provider chosen by the owner deems necessary to determine that the owner has demonstrated the financial ability to fulfill the financial obligations to be paid through assessments; and
 - All other information required by the Program Administrator. Coordinate and take part in assessment transaction closings;
 12. Execute contracts under the Program as authorized on behalf of the City.
 13. Arrange for recordation of a Notice of Contractual Assessment Lien for each approved Project in the Official Public Records of the county where the Project is located; The Notice must contain:
 - Amount of the assessment;
 - The legal description of the property;
 - The name of the property owner; and
 - A reference to the statutory assessment lien provided under the PACE Act.

14. Require independent post-closing third-party verification (by engineer or consultant retained by Applicant) that each Project was properly completed and is operating as intended; and
15. Collect and retain administration fees collected by capital providers from owners that receive PACE financing.

Management and Reporting

1. Manage communications with qualified capital providers regarding assessment servicing, payment, and default;
2. Upon notification by a qualified capital provider of an owner's default in payment of an assessment and the qualified capital provider's compliance with the requirements of the Qualified Capital Provider Contract on collection after default, notify the Local Government to enforce the assessment lien in accordance with law and the agreements between the parties;
3. Receive and store property owner reports on energy and water savings;
4. Prepare annual notices of assessment to be issued by the city to the property owners, stating the total amount of the payments due on each assessment in the coming calendar year according to the Owner Contract and the financing documents;
5. Determine the amounts of the application and administration fees to be paid by property owners pursuant to Exhibit B;
6. Report annually to the City on Program usage and the resulting energy and water savings enabled through PACE assessments.

Limitations on Scope of Services

With respect to the Program, the City is not looking to Services Provider to provide, and the City shall not otherwise request or require Services Provider to provide, any advice or recommendations with respect to municipal financial products or the issuance of municipal securities (including any advice or recommendations with respect to the structure, timing, terms, and other similar matters concerning such financial products or issues);

The provisions of this Agreement and the services to be provided hereunder are not intended (and shall not be construed) to constitute or include any municipal advisory services within the meaning of Section 15B of the U.S. Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules and regulations adopted thereunder;

Under no circumstances shall Services Provider be asked to provide, nor shall it provide, any advice or recommendations or subjective assumptions, opinions or views with respect to the actual or proposed structure, terms, timing, pricing or other similar matters with respect to any municipal financial products or municipal securities issuances, including any revisions or amendments thereto; and

Notwithstanding all of the foregoing, the City recognizes that interpretive guidance regarding municipal advisory activities is currently quite limited and is likely to evolve and develop during the term of the Agreement and, to that end, the City will work with Services Provider throughout the term of the Agreement to ensure that the Agreement and the services to be provided by Services Provider hereunder, is interpreted by the parties, and if necessary amended, in a manner intended to ensure that the City is not asking Services Provider to provide, and Services Provider is not in fact providing or required to provide, any municipal advisory services.

Exhibit B

Compensation and Fees

City specifically delegates its authority to collect fees as allowed under section 399.008(e) of the Texas Local Government Code to the Services Provider and retain those fees as consideration for services under this Agreement.

Lone Star PACE LLC shall determine the amounts of the fees to be paid by Property Owners participating in the Program. Such fees will not exceed those listed below:

1. An application fee of up to \$2,500 which will be applied towards Closing Fee; and
2. A closing fee of up to 0.75% of the total amount of the Assessment, (less application fee.); and
3. An annual administration fee of up to 0.10% of the outstanding principal balance, which amount shall be collected by the qualified capital provider and remitted to Lone Star PACE LLC, the Authorized Representative, as provided in the Owner Assessment Contract and financing documents. This fee can also be capitalized and paid at closing. If paid under a negotiated regular schedule to the qualified capital provider by the property owner, the qualified capital provider shall pay this fee to Lone Star PACE at the time of each payment by the property owner in accordance with the financing documents.

No amounts shall be due by the City to Services Provider.

Exhibit C

Insurance Requirements

COVERAGE	LIMIT OF LIABILITY
Professional Liability	\$500,000 per occurrence
General Liability	Bodily Injury and Property Damage, Combined Limits of \$500,000 Each Occurrence, and \$1,000,000 Aggregate

Exhibit D

Disclosure Statement of Lone Star PACE, LLC

This Disclosure Statement is provided by **Lone Star PACE, LLC** (“**Municipal Advisor**”) serving as Program Administrator/Authorized Representative to City (the “**Client**”) in connection with the Lone Star PACE Professional Services Agreement (the “**Agreement**”). This Disclosure Statement provides information regarding conflicts of interest of Municipal Advisor required to be disclosed to Client pursuant to MSRB Rule G-42(b) and (c)(ii).

Disclosures of Conflicts of Interest

MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable.

No Known Actual or Potential Material Conflicts of Interest: At this time there are no known potential or material conflicts of interest that exist regarding Lone Star PACE serving as Program Administrator / Authorized Representative for the City Property Assessed Clean Energy (“**PACE**”) Program.

Future Supplemental Disclosures

As required by MSRB Rule G-42, this Disclosure Statement may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of Municipal Advisor. Municipal Advisor will provide Client with any such supplement or amendment as it becomes available throughout the term of the Agreement.



Meeting
Date: 1/24/2022

Date: 01/04/2022

Item #: 13.

Dept.: Development
Services

Action Item

SUBJECT:

Conduct a public hearing, consider, and take appropriate action on Ordinance O-03-22, an Ordinance of the City Council of the City of Kaufman, Texas, amending Ordinance No. 0-02-07 and Chapter 118, "Zoning", of the Code of Ordinances of the City of Kaufman, collectively, "The Comprehensive Zoning Ordinance and the Official Zoning Map" of the City, to approve Specific Use Permit No. fifty, ("SUP-50") to permit light equipment sales or rental with outdoor display to be located in the front yard, subject to conditions, on an approximate 5.792 acre tract of land (PID 378) zoned Commercial "C", such property being generally located at 3440 East Highway 175, in the Charles Askins Survey, Abstract No. 2, City of Kaufman, Kaufman County, Texas; providing for the incorporation of premises; providing amendments and zoning map amendments; providing assignability and expiration/recission; providing land use regulations; providing a cumulative repealer clause; providing a severability clause; providing a penalty in an amount 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; and providing for publication and an effective date.

BACKGROUND:

See attached report.

Author:
Joy Henderson, Planning Technician

Reviewed:
Mike Slye, City Manager

Cost:

Funds Available:

Source:

Recommendation: Planning and Zoning recommend approval by a vote of 5-0, with the following 5 conditions:

- 1. Limit the outside storage area to a 60' x 30' fenced area**
- 2. Within 5 years of the approval date of SUP-50 the property owner will install concrete pavement in the TxDOT right of way.**
- 3. Within 8 years of the approval date of SUP-50 the property owner will install 206' of concrete pavement for the driveway.**
- 4. If the property is sold, these requirements will be passed to the new property owners.**

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



Planning and Zoning Commission Report

Meeting Date: January 4, 2022

SUBJECT: Conduct a public hearing and make a recommendation to City Council for a request by Vincent Whitehead for a Specific Use Permit (SUP-50) for light equipment sales or rental with outdoor display to be located in the front yard of property zoned Commercial (C). The property is approximately 5.792 acres of land, located at 3440 East Highway 175 (PID 378), situated in the C. Askins Survey, City of Kaufman, Kaufman County, Texas. (Case Z-01-22)

BACKGROUND/SUMMARY:

Vincent Whitehead of Kemp Outfitters submitted a request for specific use permit for a proposed light equipment sales and rental for the display of ATV's, hunting blinds and feeders, on property located at 3440 East Highway 175. The lot contains a total of 5.792 acres.

The land was originally zoned Agriculture-Open District (A-O) when it was annexed into the City of Kaufman on July 23, 2012. On May 19, 2014, the property was then rezoned from Agriculture-Open District (A-O) to Commercial (C). The applicant is now requesting (Z-01-22) a specific use permit (SUP) for light equipment sales and rental for the display of ATV's, hunting blinds and feeders.

Prior to April 16, 2019, the property was Hoover Pole Barn business. Since September 18, 2020 it has been Kemp Outfitters, which is owned by Vincent Whitehead and Kathryn Pison.

The applicant is proposing to limit the outside storage area to 1,800 sf (60'x30') enclosed within a 6-foot chain link fenced area.

Within 5 years of SUP approval, the applicant will install concrete pavement in the TxDOT right-of-way in place of the gravel entrance. The owner knows he will need TxDOT approval before any work has started.

Within 8 years of SUP approval, the applicant will install 206 feet of concrete pavement to replace the existing gravel driveway. The property owner understands these requirements go with the property and will be passed to any new owners. It would be Vincent Whitehead and Kathryn Pison responsibility to inform any future land owners of these stipulations.

The property is located along the southeastern city limit line. There is an existing residential subdivision located behind the property in Kaufman County. As a matter of courtesy Staff additionally notified all those property owners within 300 feet of 3440 East Highway 175 that are not in the city limits.

SURROUNDING ZONING AND EXISTING LAND USES:

	Zoning	Existing Land Use
North:	A-O Annexed Area	3395 E US Hwy 175 - Shotgun Tattoos 3443 E US Hwy 175 – Absolute Air 3469 E US Hwy 175 – Vacant Building
South:	N/A	Area located out of City Limits – residential use
East:	Commercial and A-O Annexed Area	3458 E US Hwy 175 – Apaco Plumbing Supplies 3470 E US Hwy 175 – Vacant 3550 E US Hwy 175 – Mueller
West:	Commercial and A-O Annexed Area	3390 E US Hwy 175 - Steve's Diesel 3372 E US Hwy 175 - Williams Paint and Body 3260 E US Hwy 175 - Dance Factory



COMPREHENSIVE PLAN:

Land Use Plan:

The 2014 Future Land Use Plan designated the land use of the subject property as Future Commercial. The proposed Commercial zoning would be in compliance with the 2014 Future Land Use Plan because it allows a variety of commercial, retail, and office uses plus some more intensive uses.

Thoroughfare Plan:

The Thoroughfare Plan designates East Highway 175 as a “Type AA”, Major Regional Arterial, requiring a future right-of-way width of 240 feet. Any additional necessary right-of-way dedication is done during the platting process. A plat is not required during the rezoning process. TxDOT controls all the driveway accesses.

DETERMINATIONS NECESSARY FOR CONSIDERING SUP'S

Sec 30.2. – SPECIFIC USE PERMIT REGULATIONS:

- A. In recommending that a Specific Use Permit for the premises under consideration be granted, the City shall determine that such uses are harmonious and adaptable to building structures and uses of abutting property and other property in the vicinity of the premises under consideration, and shall make recommendations as to requirements for the paving of streets, alleys and sidewalks, means of ingress and egress to public streets, provisions for drainage, adequate off-street parking, screening and open space, heights of structures, and

compatibility of buildings. In approving a requested SUP, the Planning and Zoning Commission and City Council may consider any or all of the following:

1. The use is harmonious and compatible with surrounding existing uses or proposed uses;
 2. The activities requested by the applicant are normally associated with the permitted uses in the base district;
 3. The nature of the use is reasonable;
 4. Any negative impact on the surrounding area has been mitigated; and/or
 5. That any additional conditions specified ensure that the intent of the district purposes are being upheld.
- B. In granting a Specific Use Permit, the Planning and Zoning Commission and City Council may impose conditions which shall be complied with by the owner or grantee before a certificate of occupancy may be issued by the Building Official, or his designee, for use of the building on such property pursuant to such Specific Use Permit and such conditions precedent to the granting of the certificate of occupancy. Any special conditions shall be set forth in writing by the City Council prior to issuance of the Certificate of Occupancy, and shall be incorporated into the amending ordinance establishing the SUP.

PROPERTY OWNER RESPONSES:

The City of Kaufman mailed out notification letters to 18 property owners within 300 feet of the 5.792-acres (11 inside the city limits and 7 outside the city limits). The State requires a 200-foot notification and the City of Kaufman notifies an extra 100-foot radius, for every notification required in the Comprehensive Zoning Ordinance. The results are as follow:

- Number of property owners who returned letter in agreement with the request: 1
- Number of property owners who returned letter in opposition of the request: 0
- Number of property owners have not responded: 17

If 20% of the area within 200 feet of the request objects to the application, then a favorable vote of $\frac{3}{4}$ of all members of the City Council (which is 6 members) shall be required to approve any change in zoning. The 20% rule is a State law.

RECOMMENDATIONS:

Staff recommends approval of Z-01-22 to approve a Specific Use Permit (SUP-50) for light equipment sales or rental with outdoor display to be located in the front yard for property generally located at 3440 East Highway 175 with the following conditions:

1. Limit the outside storage area to a 60' x 30' fenced area
2. Within 5 years of the approval date of SUP-50 the property owner will install concrete pavement in the TxDOT right of way.

3. Within 8 years of the approval date of SUP-50 the property owner will install 206' of concrete pavement for the driveway.
4. If the property is sold, these requirements will be passed to the new property owners.

ATTACHMENTS:

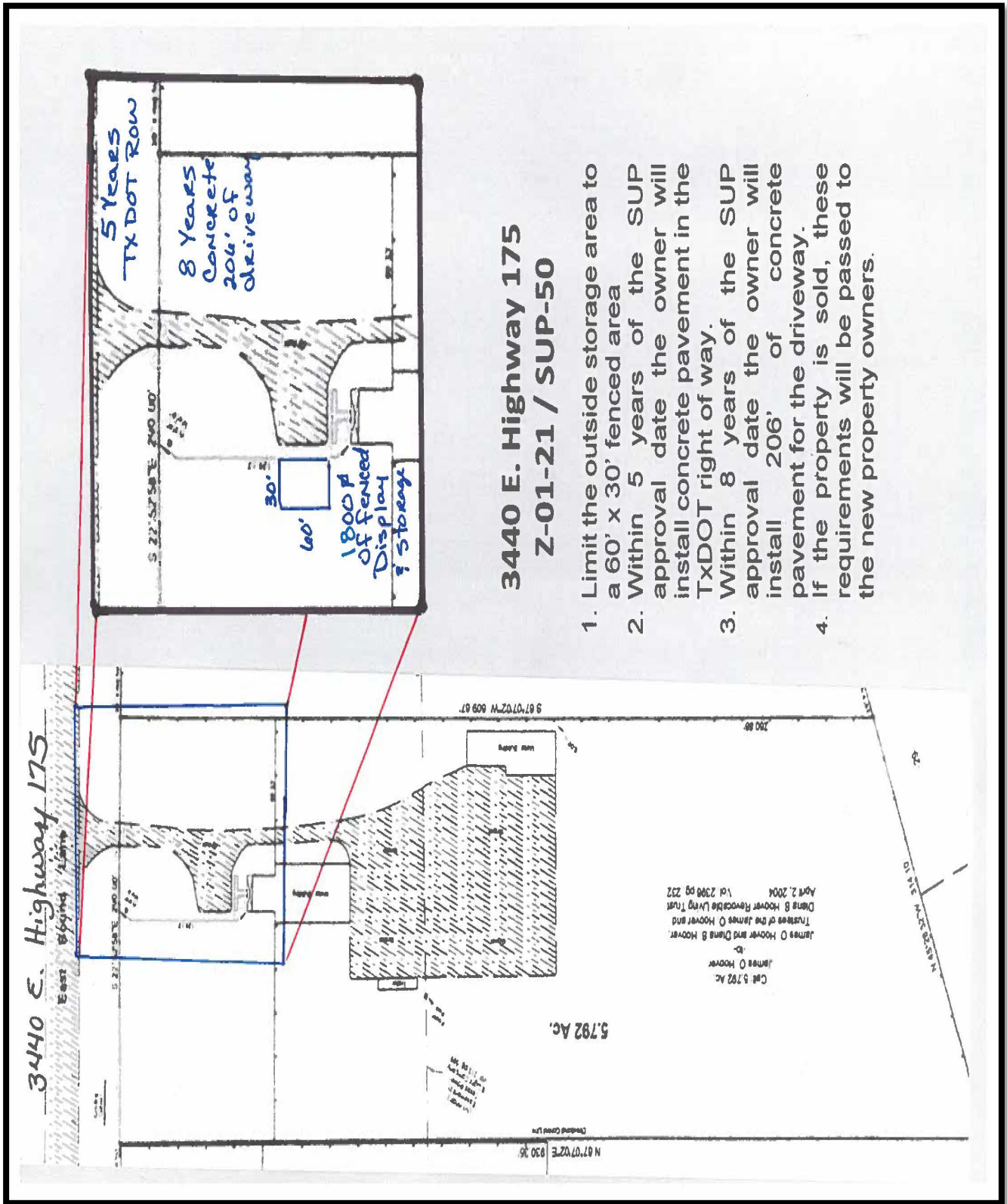
1. Location Map
2. Site Plan
3. Survey
4. Property Owner Response

Joy Henderson, Planning Technician
972-932-2216 ext. 115 jhenderson@kaufmantx.org

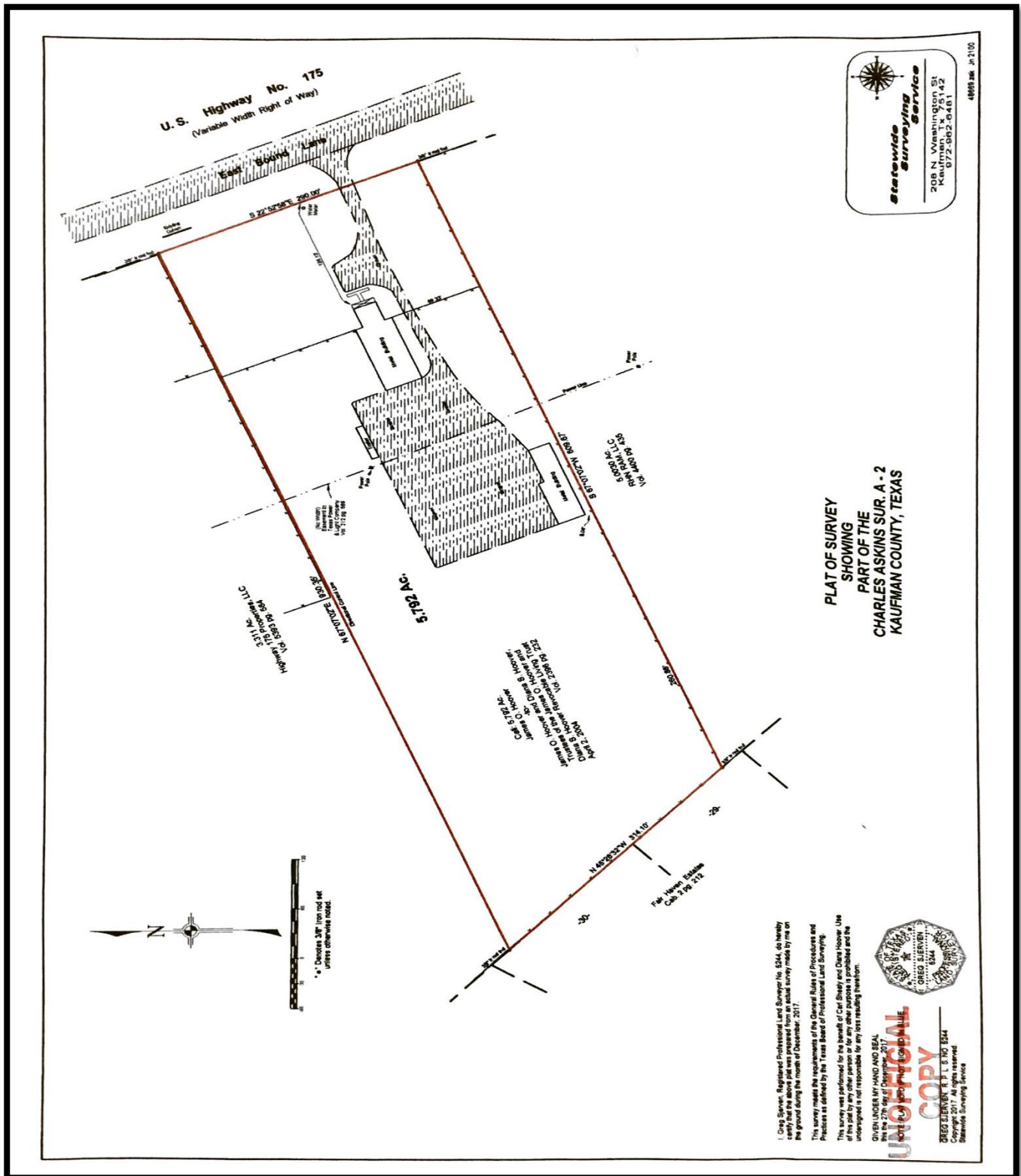
Location Map of 3440 East Highway 175



Site Plan of 3440 East Highway 175



Survey of 3440 East Highway 175



Property Owner Response of 3440 East Highway 175

DETACH ON DOTTED LINE

Date: Dec 13, 2021

RE: Conduct a public hearing and make a recommendation to City Council for a request by Vincent Whitehead for a Specific Use Permit (SUP-50) for Light equipment sales or rental (outdoor display) to be located in the front yard of property zoned Commercial (C). The property is approximately 5.792 acres of land, located at 3440 East Highway 175 (PID 378), situated in the C. Askins Survey, City of Kaufman, Kaufman County, Texas. (Case Z-01-22)

Name: CARDINAL PROPERTIES

Address: 80 STONE HEDGE DR

City & State: FAIRVIEW, TX 75069

☒ I AM IN FAVOR

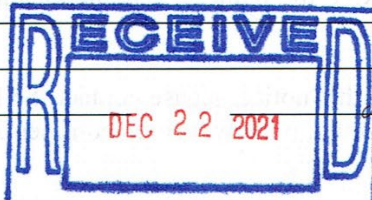
☐ I OBJECT

Phone #: 214-796-4513

Email Address: LAIRD@TIGERRFINANCIAL.COM

COMMENTS: IT SHOULD NOT BE NECESSARY TO REQUEST A SUP FOR THIS
KIND OF USE IN THIS AREA, BUT THAT HAS TO DO WITH THE MISTAKEN
ZONING.

LAIRD HOLIDAY
PLEASE PRINT YOUR NAME



[Signature]
SIGNATURE

ORDINANCE O-03-22

AN ORDINANCE OF THE CITY OF KAUFMAN, TEXAS, AMENDING ORDINANCE NO. 0-02-07 AND CHAPTER 118, "ZONING", OF THE CODE OF ORDINANCES OF THE CITY OF KAUFMAN, COLLECTIVELY, "THE COMPREHENSIVE ZONING ORDINANCE AND THE OFFICIAL ZONING MAP" OF THE CITY, TO APPROVE SPECIFIC USE PERMIT NO. FIFTY, ("SUP-50"), TO PERMIT LIGHT EQUIPMENT SALES OR RENTAL WITH OUTDOOR DISPLAY TO BE LOCATED IN THE FRONT YARD, SUBJECT TO CONDITIONS, ON AN APPROXIMATE 5.792 ACRE TRACT OF LAND (PID 378) ZONED COMMERCIAL "C", SUCH PROPERTY BEING GENERALLY LOCATED AT 3440 EAST HIGHWAY 175, IN THE CHARLES ASKINS SURVEY, ABSTRACT NO. 2, CITY OF KAUFMAN, KAUFMAN COUNTY, TEXAS; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING AMENDMENTS AND ZONING MAP AMENDMENTS; PROVIDING ASSIGNABILITY AND EXPIRATION/RECISSION; PROVIDING LAND USE REGULATIONS; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY IN AN AMOUNT 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; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, at its' regular meeting held on the 4th day of January, 2022, the Planning and Zoning Commission, after holding a public hearing, did consider and make a recommendation to City Council for approval of SUP-50 to allow light equipment sales or rental with outdoor display to be located in the front yard with the conditions listed in Section 2 of this Ordinance on an approximate 5.792 acre tract of land, Kaufman CAD ID 378, zoned Commercial "C", generally located at 3440 East Highway 175, in the Charles Askins Survey, Abstract No. 2, City of Kaufman, Kaufman County, Texas; and more specifically described and depicted on **Exhibit "A"**, a copy of which is attached hereto and incorporated herein as, (the "Property"); and

WHEREAS, at its regular meeting held on the 24th day of January, 2022, the City Council held a public hearing to consider approving SUP-50 as noted above and: (1) determined that all legal requirements of notice and hearings were met; (2) considered the recommendations of the Planning and Zoning Commission; (3) provided the public an opportunity to provide input; (4) considered public input; (5) considered the compatibility of the proposed SUP-50 zoning with surrounding properties and the goals and objectives of the Comprehensive Zoning Ordinance and Zoning Map of the City; and (6) determined that the proposed amendment to the Zoning Ordinance and Zoning Map of the City set forth herein below is consistent with the goals of land development as set forth in the Comprehensive Plan of the City, would allow orderly development of the Property which would serve the best interest of the health safety, and general welfare of the public.

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. AMENDMENT. That Ordinance No. 0-02-07 and Chapter 118, "Zoning", of the Code of Ordinances of the City of Kaufman, collectively, "The Comprehensive Zoning Ordinance and The Official Zoning Map", is hereby amended to reflect the change in zoning authorized by SUP-50 to allow light equipment sales or rental with outdoor display to be located in the front yard with the following conditions:

- a. Limit the outside storage area to a 60' x 30' fenced area; and
- b. Within 5 years of the approval date of SUP-50 the property owner will install concrete pavement in the TxDOT right of way; and
- c. Within 8 years of the approval date of SUP-50 the property owner will install 206' of concrete pavement for the driveway; and
- d. If the property is sold, these requirements will be passed to the new property owners.

The Property is on an approximate 5.792-acre tract of land generally located at 3440 East Highway 175, in the Charles Askins Survey, Abstract No. 2, City of Kaufman, Kaufman County, Texas and as described and depicted in **Exhibit "A"**, attached hereto and incorporated as if set forth full herein for all purposes.

SECTION 3. ZONING MAP AMENDMENT. In addition, the official Zoning Map of the City of Kaufman, Texas shall be amended and annotated to show the change in zoning classification of the Property from Commercial to Commercial with Specific Use Permit- 50 ("SUP-50"), thereon and the updated map shall be on file with the Office of the City Secretary.

SECTION 4. SITE PLAN. The Site Plan for SUP-50 attached hereto and incorporated as if set forth fully herein as **Exhibit "B"**, is hereby approved by the City Council. The approved Site Plan meeting the requirements of this Section shall be adhered to in its entirety for the duration of the uses authorized by SUP-50.

SECTION 5. ASSIGNABILITY; TERMINATION/RECISSION. SUP-50 is non-transferrable. SUP-50 shall expire or terminate when the Planning and Zoning Commission and the City Council take proper zoning action to rescind the SUP, with appropriate publication notification and public hearing, pursuant to Section 30.1 of the City's Comprehensive Zoning Ordinance.

SECTION 6. LAND USE REGULATIONS. The regulations contained in the City's Comprehensive Zoning Ordinance, as amended, shall control.

SECTION 7. CUMULATIVE REPEALER/SAVINGS 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 8. 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 9. 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 10. PUBLICATION AND EFFECTIVE DATE. This Ordinance shall become effective immediately upon its passage and publication as required by law and Charter.

PASSED AND APPROVED this 24th day of January, 2022.

JEFF JORDAN
MAYOR

ATTEST:

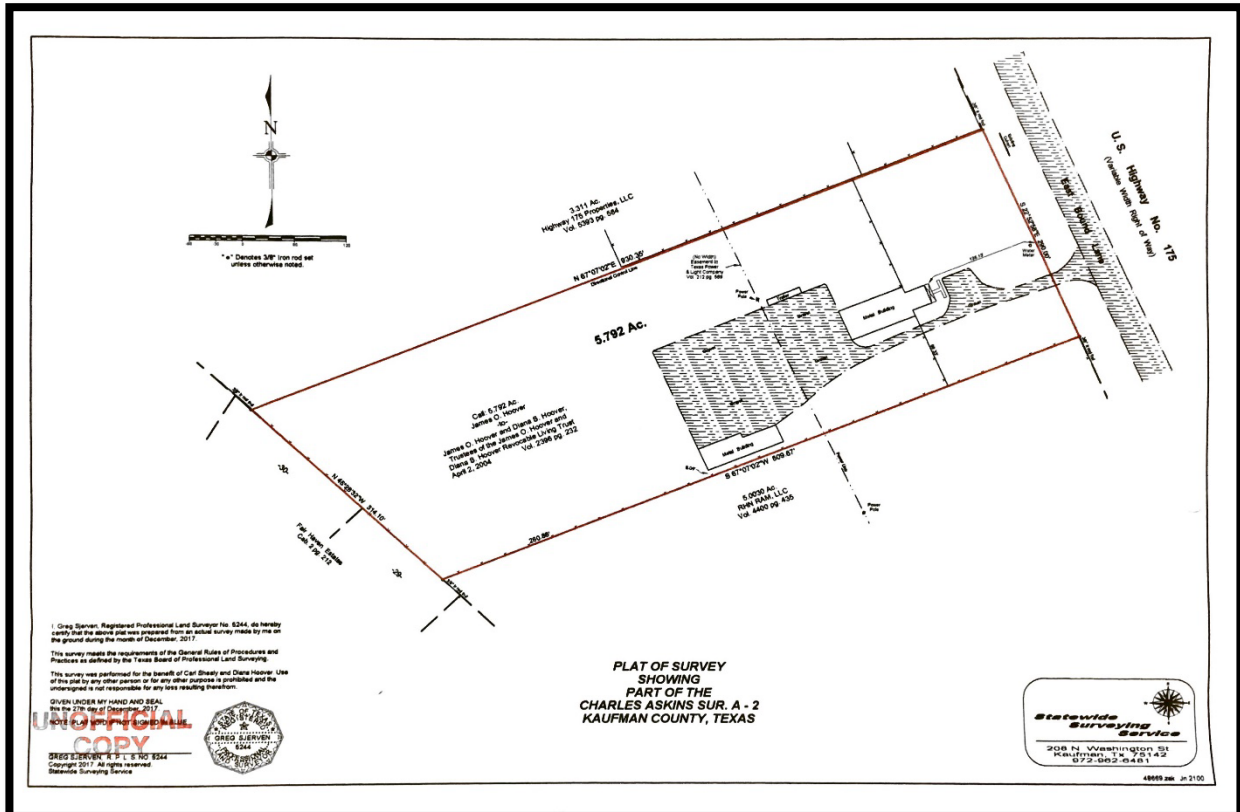
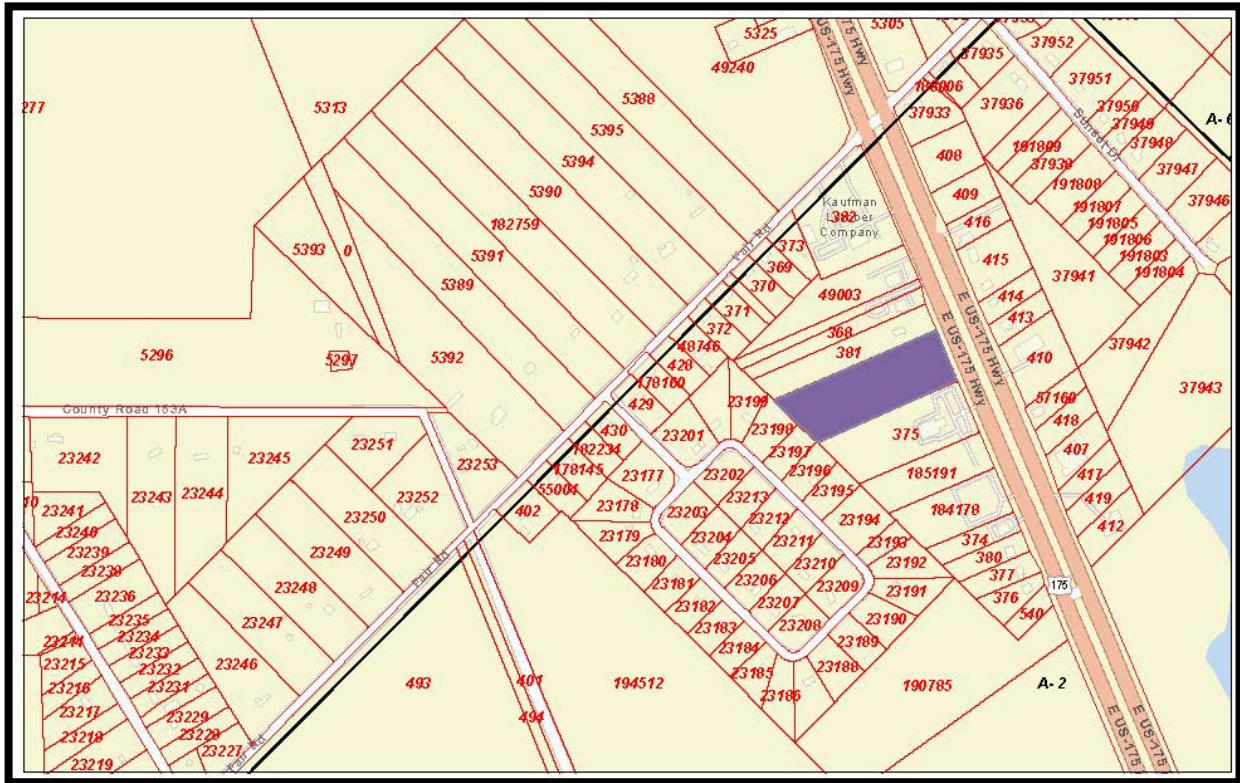
JESSIE HANKS
CITY SECRETARY

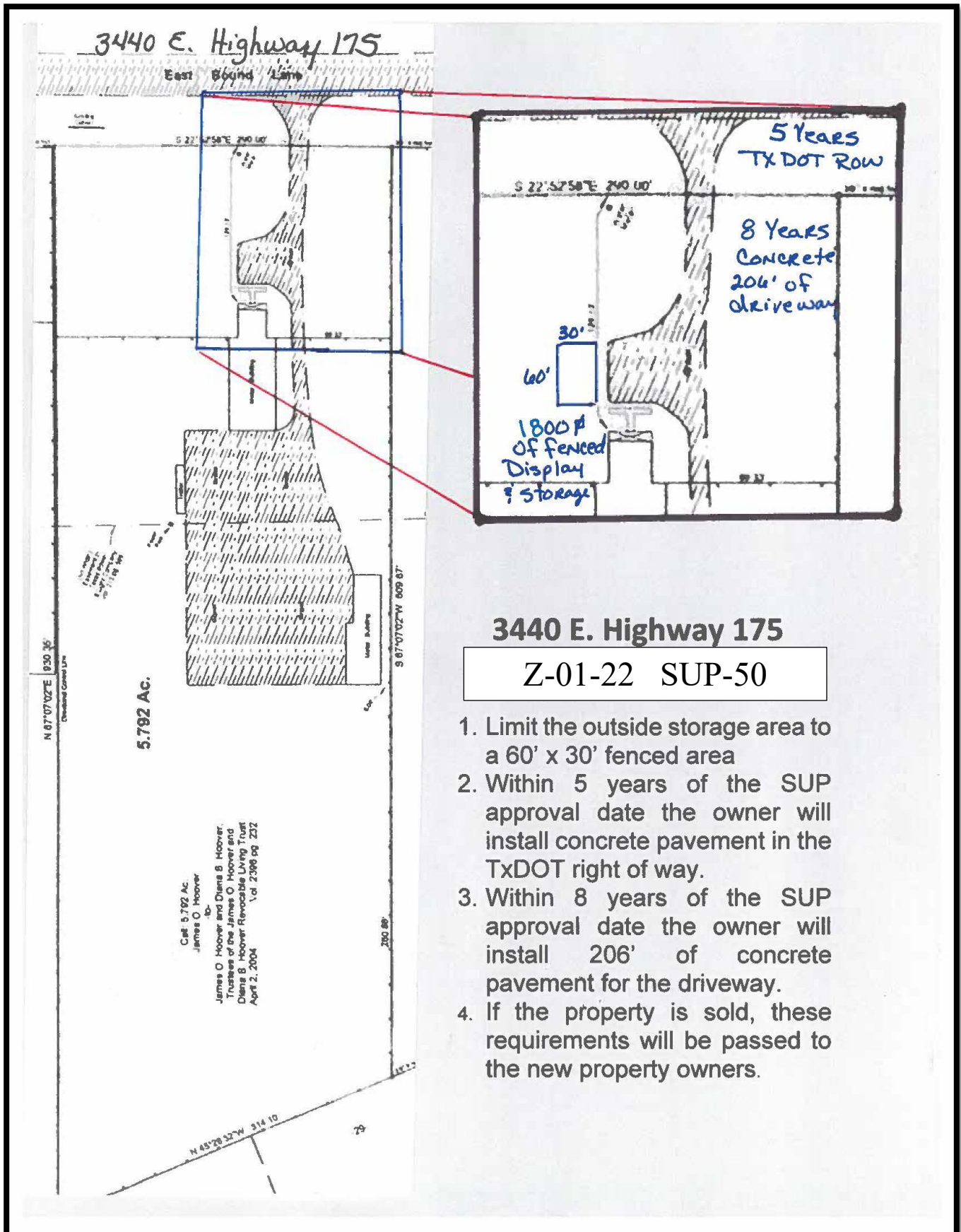
APPROVED AS TO FORM:

PATRICIA A. ADAMS
CITY ATTORNEY

"EXHIBIT A" Legal Description

Z-01-22
3440 East Highway 175 –
Charles Askins Survey, Abstract No. 2, - Kaufman CAD ID 378





3440 E. Highway 175

Z-01-22 SUP-50

1. Limit the outside storage area to a 60' x 30' fenced area
2. Within 5 years of the SUP approval date the owner will install concrete pavement in the TxDOT right of way.
3. Within 8 years of the SUP approval date the owner will install 206' of concrete pavement for the driveway.
4. If the property is sold, these requirements will be passed to the new property owners.



Meeting
Date: 1/24/2022

Date: 12/08/2021

Item #: 14.

Dept.: Administration

Ordinance

SUBJECT:

Consider and take appropriate action on Ordinance O-01-22, an ordinance of the City of Kaufman, ordering and calling the City's General Election to be held on May 7, 2022, for the purpose of electing three (3) people to serve as Council members for the City of Kaufman for a term of (2) years each; providing notice of election; providing for the approval of a joint election and Contract for Election Services with Kaufman County; designating polling dates, times and locations for election day and early voting; and authorizing the Mayor or designee to execute necessary documents.

BACKGROUND:

This Ordinance is for the purpose of calling a General Election to elect three (3) Council members. The uniform election date is Saturday, May 7, 2022. It also provides a notice to be published, sets the dates and locations for Election Day and early voting. This Ordinance will also authorize the execution of a contract with Kaufman County for election services.

Author:
Jessie Hanks, City Secretary

Reviewed:
Mike Slye, City Manager

Cost:

Funds Available:

Source:

Recommendation: Staff recommends approval of Ordinance O-01-22 as presented.

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

**CITY OF KAUFMAN, TEXAS
ORDINANCE NO. O-01-22**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KAUFMAN, TEXAS, ORDERING AND CALLING A JOINT GENERAL ELECTION BETWEEN THE CITY OF KAUFMAN, TEXAS, ("CITY"), AND KAUFMAN COUNTY, ("COUNTY"), TO BE HELD ON MAY 7, 2022, FOR THE PURPOSE OF ELECTING THREE (3) PEOPLE TO SERVE AS COUNCILMEMBERS TO THE CITY OF KAUFMAN CITY COUNCIL, EACH ELECTED FOR A TERM OF TWO (2) YEARS; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING AN ELECTION NOTICE; PROVIDING FOR THE ADMINISTRATION OF A JOINT ELECTION AND APPROVAL OF A JOINT CONTRACT FOR ELECTION SERVICES WITH COUNTY; PROVIDING FOR THE DATE OF ELECTION AND PURPOSES OF ELECTION; DESIGNATING THE CITY ELECTION PRECINCT, POLLING PLACE AND HOURS FOR ELECTION DAY; PROVIDING FOR THE COMPENSATION OF ELECTION JUDGES AND CLERKS; PROVIDING THE METHOD OF VOTING; PROVIDING GOVERNING LAW/QUALIFIED VOTERS; REQUIRING POSTING OF NOTICE; PROVIDING FOR EARLY VOTING; PROVIDING FOR DELIVERY OF RETURNS; PROVIDING FOR CANVASSING OF RETURNS AND NECESSARY ACTIONS; PROVIDING A CUMULATIVE CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 41.001 of the Texas Election Code, (hereinafter the "Code"), establishes the first Saturday of May as a Uniform Election Date for the purposes of conducting a General Election; and

WHEREAS, the City Council desires to order and call a General Election on May 7, 2022, for the purpose of electing three (3) Council Members for two (2) year terms each, (the "Election" or the "General Election") to the Kaufman City Council; and

WHEREAS, the City Council desires to hold the Election jointly with Kaufman County and to enter into a Contract for Election Services whereby the General Election will be administered by the Kaufman County Elections Administrator; and

WHEREAS, by the passage of this Ordinance, it is the intention of the City Council to (i) hold a General Election to elect three (3) Council Members to the City Council; (ii) designate the polling places for early voting; (iii) appoint the Kaufman County Elections Administrator as the entity responsible for conducting the Election; (iv) establish and set forth that this shall be a joint Election with the County of Kaufman; and (v) authorize a Contract for Election Services to conduct the joint election;

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

SECTION 1

INCORPORATION OF PREMISES

All of the above premises are true and correct and are hereby incorporated in the body of this Ordinance as if fully set forth herein.

SECTION 2

ELECTION NOTICE

The City Council hereby orders the City Secretary to publish notice of this Election in a newspaper of general circulation in the City with such notice meeting all requirements of State law and Charter. In addition to complying with all the requirements of state law, including without limitation, the Texas Election Code, as required by the Texas Local Government Code, the notice shall state (1) the nature and date of the election; (2) the location of each polling place; (3) the hours that the polls will be open; (4) the Internet website of the authority conducting the election; and (5) any other information required by other law. and be published at least once, not earlier than the 30th day or later than the 10th day before election day.

SECTION 3

ADMINISTRATION OF JOINT ELECTION AND APPROVAL OF JOINT ELECTION AGREEMENT

The City Council hereby calls a joint General Election with Kaufman County for the purposes further described herein to be held in accordance with this Ordinance. The Election, including early voting, delivery of ballots and preservation of election records, shall be administered by the Kaufman County Elections Administrator, who shall have the responsibility to conduct the Election as set forth in the Contract for Election Services between the City and Kaufman County, as further described in this Section.

The Election shall be conducted in accordance with the Texas Election Code under the jurisdiction of the Kaufman County Elections Administrator, (the "Election Administrator"), pursuant to an Election Services Contract between the City and Kaufman County, and other participating entities, if any, as described therein, (the "Contract"), a copy of which Contract shall be incorporated herein as **Exhibit "A"** upon its final approval and execution by the City. Voting shall be by electronic method.

The Mayor and the City Manager, or designee, is authorized to execute, amend or supplement any and all contracts for the administration of the Election, including without limitation the Election Services Contract, to the extent required for the Election to be conducted in an efficient and legal manner as determined by the Election Administrator and in accordance with the Election Code.

SECTION 4

DATE OF ELECTION

It is hereby ordered that a joint General Election shall be called in and throughout the City of Kaufman on **May 7, 2022**, such date being a uniform election date as defined in Section 41.001 of the Texas Election Code (the "Code"). The Election shall be held for the purposes set forth in **Section 5** of this Ordinance.

SECTION 5

PURPOSE OF ELECTION

The Election is being held for the purpose of a General Election to elect three (3) Council Members, each to serve on the Kaufman City Council for a term of two (2) years.

SECTION 6

CITY ELECTION PRECINCT, POLLING PLACES,

AND HOURS FOR ELECTION DAY

The corporate limits of the City of Kaufman, Texas shall have one main polling place for the municipal election. The polling place whose qualified voters shall cast ballots at such location in the City of Kaufman for the May 7, 2022, Election is as follows:

Polling Place

Kaufman County Library
3790 S. Houston St.
Kaufman, Texas 75142

In accordance with Section 41.031(a) of the Code, such polling place shall be open between the hours of 7:00 a.m. and 7:00 p.m. on the date of the Election. The Election Day polling place location is subject to change based on action by the Kaufman County Elections Administrator, without further action of the City Council. Additionally, Kaufman County may authorize additional polling places for qualified voters without further action of the City Council.

SECTION 7

COMPENSATION OF THE JUDGE AND CLERKS

Compensation of all Judges and Clerks providing services during the election shall be in accordance with the terms specified in **Exhibit "A"**. Any payment referred to in this Section shall not exceed the maximum amounts set forth in the Texas Election Code.

SECTION 8

METHOD OF VOTING

The County Election Administrator is hereby authorized and instructed to provide and furnish all necessary election supplies to conduct the election. Voting at the Election shall be by use of electronic system ballots. Preparation of the official ballots for the Election shall conform to the requirements of the Texas Election Code, and in so doing shall permit the voter to vote for or against each proposed amendment to the City Charter.

SECTION 9

GOVERNING LAW; QUALIFIED VOTERS

The Election shall be held in accordance with the Constitution of the State of Texas, the Texas Local Government Code, and the Texas Election Code, and all resident, qualified electors of the City shall be eligible to vote at the election. Election materials shall be printed in both English and Spanish for use at the polling place and for early voting for the Election.

SECTION 10

POSTING OF NOTICE

Notice of the Election shall be given by publishing a Notice of Election in both English and Spanish, at least once, not earlier than the 30th day or later than the 10th day before election day in a newspaper published in the territory that is covered by the Election and is in the jurisdiction of the authority responsible for giving the notice.

Upon publication of the Election notice, the City Secretary shall secure a publisher's affidavit which complies with the requirements of the Texas Election Code. In addition, a copy of the notice shall also be filed with the City Secretary as required by law.

SECTION 11

EARLY VOTING

Early voting by personal appearance shall be conducted by the Kaufman County Elections Department. Tandi Smith, Kaufman County Elections Officer, is hereby appointed clerk of early voting in compliance with Section 271.006 of the Texas Election Code. Early voting will be conducted at the locations listed below.

Early voting by personal appearance will be conducted as follows:

Main Early Voting Location:

Kaufman County Courthouse Annex
100 North Washington Street
Kaufman, Texas 75142

Branch Early Voting Locations

1. Kaufman County Courthouse Annex 100 N. Washington St. Kaufman, TX 75142	2. Terrell Sub Courthouse 408 E. College St. Terrell, TX 75160
3. Forney Sub Courthouse 200 E. Main St. Forney, TX 75126	4. Kemp Sub Courthouse 103 N. Main St. Kemp, TX 75143
5. Crandall Combine Community Center 500 W. Lewis St/ FM 3039 Crandall, TX 75114	6. Mabank ISD Admin Building 310 E. Market St. Mabank, TX 75147
7. Scurry/Rosser ISD Admin Building 10705 State Highway 34 Scurry, TX 75147	

Weekdays: Monday, April 25, 2022 through Tuesday, May 3, 2022.

Early voting locations and hours are subject to change based on action by the Kaufman County Elections Administrator, without further need to amend this Ordinance.

Applications for ballots by mail shall be mailed to:

Tandi Smith
Early Voting Clerk
Kaufman County Courthouse Annex
P. O. Box 339
Kaufman, Texas 75142

Applications for ballots by mail must be received no later than the close of business on April 26, 2022.

SECTION 12
DELIVERY OF RETURNS

Election returns shall be processed in accordance with Exhibit "A".

SECTION 13
CANVASSING OF RETURNS

In accordance with the requirements set forth in the Texas Election Code, the City Council shall convene an open meeting to canvass the returns of the Election. The candidates receiving the most votes for each of the three (3) Council Member positions, shall be elected to the Kaufman City Council.

SECTION 14
NECESSARY ACTIONS

The Mayor, City Council, and City staff, in consultation with the City Attorney, are hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Texas Election Code and all other applicable laws in carrying out and conducting the Election, whether or not expressly authorized herein.

SECTION 15
CUMULATIVE CLAUSE

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

SECTION 16
SEVERABILITY CLAUSE

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

SECTION 17
EFFECTIVE DATE

This Ordinance shall become effective from and after its date of passage and publication in accordance with law.

AND IT IS SO ORDAINED, PASSED AND APPROVED by the City Council of the City of Kaufman, Texas this 24th day of January, 2022.

JEFF JORDAN
MAYOR

ATTEST:

JESSIE HANKS
CITY SECRETARY

APPROVED AS TO FORM:

PATRICIA A. ADAMS
CITY ATTORNEY

EXHIBIT "A"

Election Services Contract between the City of Kaufman and Kaufman County

Incorporated by Reference Upon Approval and Execution by the City of Kaufman



Meeting
Date: 1/24/2022

Date: 12/13/2021

Item #: 15.

**Dept.: Economic
Development
Corporation**

Ordinance

SUBJECT:

Consider and take appropriate action on Ordinance O-02-22, an ordinance of the City Council of the City of Kaufman, amending Ordinance O-43-21 to amend the KEDC 2021-2022 Fiscal Year Budget to balance Revenue Surplus, Expense Surplus, and Shortfall; and providing an effective date.

BACKGROUND:

At the December 21st KEDC board meeting, a budget amendment was approved moving funds within the EDC's budget. This was mainly done to account for new items that were previously unbudgeted associated with a new Executive Director setting up the KEDC office. The majority of the funds were moved from unallocated items within the "incentives/intergovernmental" section of the budget at \$23,600.84. Efficiencies for existing items were also identified and reallocated to new items, as well. The majority of newly appropriated items include expenditures such as office furniture/equipment, business development/marketing initiatives including meetings with prospects, trade shows/broker events and business retention meeting initiatives. Attached is the current KEDC budget and the proposed budgetary line item amendments as approved by the KEDC Board.

Author:

Stewart McGregor , Executive Director

Reviewed:

Mike Slye, City Manager

Cost:

Funds Available:

Source:

Recommendation: Recommend Approval of Ordinance O-02-22

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

ORDINANCE O-02-22

AN ORDINANCE OF THE CITY OF KAUFMAN, TEXAS AMENDING ORDINANCE NO. O-43-21 ADOPTING THE CITY OF KAUFMAN ECONOMIC DEVELOPMENT CORPORATION (KEDC) 2021-2022 FISCAL YEAR BUDGET TO BALANCE REVENUE SURPLUS, EXPENSE SURPLUS AND SHORTFALL; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR AMENDMENT OF THE KEDC 2021-2022 FISCAL YEAR BUDGET IN ACCORDANCE WITH EXHIBIT "A" HERETO; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 7.09 of the Home Rule City Charter of the City of Kaufman, Texas authorizes the City Council to amend or change the budget for any additional expense; and

WHEREAS, Section 7.07 of the Home Rule City Charter of the City of Kaufman, Texas authorizes the City Council to transfer unused appropriations to any budget item for the same general purpose; and

WHEREAS, the City Council adopted Ordinance No. O-43-21 adopting the 2021-2022 Fiscal Year Budget of the Kaufman Economic Development Corporation (the "2021-2022 KEDC Budget") and the City has been making expenditures and operating under the 2021-2022 KEDC Budget as required by law; and

WHEREAS, Staff has submitted various amendments to the 2021-2022 KEDC Budget as set forth in **Exhibit "A"**, ("FY 2022 KEDC Budget Amendments"), a copy of which is attached hereto and incorporated herein; and

WHEREAS, the City Council has reviewed the proposed FY 2022 KEDC Budget Amendments and has determined that the proposed amendments are necessary and appropriate in order to accurately reflect revenue surplus, expense surplus, shortfalls and expenditures and should therefore be adopted.

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

SECTION 1. That all of the above premises are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2. That the 2021-2022 KEDC Budget adopted by Ordinance No. O-25-20 is hereby amended as set forth more specifically in **Exhibit "A"** hereto, and all line items, expenditures and revenues not expressly amended as set forth in Exhibit "A" shall remain in full force and effect without amendment.

SECTION 3. That this Ordinance shall become effective on and after its passage and adoption in accordance with state law and Charter.

PASSED AND ADOPTED this 24th day of January, 2022.

JEFF JORDAN
MAYOR

ATTEST:

JESSIE HANKS
CITY SECRETARY

APPROVED AS TO FORM:

PATRICIA A. ADAMS
CITY ATTORNEY

**Exhibit “A”
FY 2022 KEDC Budget
Amendments**

2021/2022 Approved EDC Budget

	Category	2022 Budget
REVENUES		
	Sales Tax	\$ 475,000.00
	Interest Earned	\$ 475.00
	From Fund Balance	
	Loan Revenue	\$ 10,000.00
	Land Sales	\$ 50,000.00
Total		\$ 535,475.00
EXPENDITURES	Salaries	\$ 128,250.00
	Part Time Salaries	
	Meetings	\$ 1,200.00
	Expense Allowance	\$ 250.00
	Contract Services & Staffing	\$ 90,681.00
	Professional Services	\$ 8,700.00
	Professional/Technical & Auditing	\$ 15,750.00
	Promotional Materials	\$ 3,000.00
	Miscellaneous/Office Supplies	\$ 100.00
	Communications	
	Postage	\$ 150.00
	Advertising	\$ 16,930.00
	Dues & Subscriptions	\$ 2,500.00
	Utilities (Park)	\$ 480.00
	Non Capital Minor Tools/Software	\$ 2,500.00
	Insurance	\$ 1,100.00
	Tuition & Education	\$ 3,137.00
	Travel	\$ 10,146.16
	Chapter 380 Funding	\$ -
	Highway 34 By-Pass Funding	\$ 100,000.00
	Maintenance - Grounds	\$ 12,000.00
	Land Purchases	\$ -
	Prairie Creek Construction	0
	Matching Grant Site Improvement	\$ 40,000.00
	Incentives/Intergovernmental	\$ 98,600.84
	Total Expenses	\$ 535,475.00
	Net Income (loss)	\$ -
	Net Income without Fund Balance	\$ -

FY 2022 Budget Adjustments	
Dues	Amount
International Economic Development Council (New)	\$ 455.00
Dallas Business Journal (New)	\$ 100.00
Kaufman Herald (New)	\$ 35.00
North Texas Commercial Assn. of Realtors (NTCAR) (New)	\$ 250.00
Travel	Amount
Industry Trade Shows/Site Selector & Broker Events/BRE (New)	\$ 2,000.00
Long Range Mileage/Transportation (New)	\$ 685.84
Meals (New)	\$ 750.00
TEDC Board Retreat Hotel & Parking (New)	\$ 250.00
Tuition & Education	Amount
TEDC Board Retreat (New)	\$ 300.00
IEDC Conference/Continuing Ed (New)	\$ 500.00
Webinars (Increase By)	\$ 200.00
Meetings	Amount
Industry Trade Shows/Site Selector & Broker Events/BRE (New)	\$ 3,200.00
Meetings (Increase By)	\$ 2,300.00
Miscellaneous/Office Supplies	Amount
Office Furniture (New)	\$ 3,350.00
Wall Map (New)	\$ 1,200.00
Misc. Office Supplies (Increase By)	\$ 1,000.00
Non Capital Minor Tools/Software	Amount
ESRI Business Analyst (New)	\$ 1,100.00
CRM System (New)	\$ 2,500.00
PDF Suite (New)	\$ 200.00
Postage	Amount
Postage (Increase By)	\$ 200.00
Advertising	Amount
Publication/Digital Advertising (New)	\$ 6,000.00
Logoed Shirts (Increase By)	\$ 300.00
Promotional Materials	Amount
Printed Maps (New)	\$ 1,850.00
Professional Services	Amount
Photography (New)	\$ 1,250.00
Professional & Technical Consulting (Engineering, Planning, etc.) (New)	\$ 5,000.00
Graphic Design (New)	\$ 2,000.00
TOTAL REALLOCATION	\$ 36,975.84
TOTAL UNALLOCATED	\$ -

FY 2022 Budget Adjustments	
Advertising	Amount
New Traffic Counts (Decrease)	\$ 1,000.00
Kaufman Herald Ads (Decrease)	\$ 500.00
Business Retention Monthly Recognition (Decrease)	\$ 300.00
BRE - 12 at 12 Lunch Meetings (Decrease)	\$ 3,000.00
Dues & Subscriptions	Amount
ICSC Dues (Decrease)	\$ 125.00
TEDC Membership (Decrease)	\$ 475.00
Tuition & Education	Amount
TEDC Conference Registration (Decrease)	\$ 250.00
TML (Decrease)	\$ 200.00
Professional/Technical & Auditing	Amount
GIS Planning Subscription (Decrease)	\$ 5,000.00
Promotional Materials	Amount
Give Aways (Trade Shows) (Decrease)	\$ 625.00
Marketing Pieces for Business Park (Decrease)	\$ 500.00
Travel	Amount
TEDC Mid Year Travel (Decrease)	\$ 350.00
TEDC Conferences - Hotel & Parking (Decrease)	\$ 800.00
Incentives/Intergovernmental	Amount
Unallocated Expense	\$ 23,600.84
Expense Allowance	Amount
Expense Allowance	\$ 250.00
TOTAL DECREASE	\$ 36,975.84

FY 2022 Budget Line Item Movement		
Advertising	Amount	Move To
ICSC - Dallas	\$ 1,210.00	Meetings
Business Retention Monthly Recognition	\$ 420.00	Promotional Materials
BRE 12 at 12 Luncheons	\$ 3,000.00	Meetings
Logoed Shirts	\$ 600.00	Office Supplies
Professional Services	Amount	Move To
Avenu	\$ 2,500.00	Software
Expense Allowance	Amount	Move To
Expense Allowance	\$ 250.00	Promotional Materials



Meeting
Date: 1/24/2022

Date: 01/04/2022

Item #: 16.

Dept.: Administration

Resolution

SUBJECT:

Consider and take appropriate action on Resolution R-05-22, a resolution of the City Council of the City of Kaufman, Texas, declaring that the City is qualified to offer Tax Abatement and to renew the Tax Abatement Policy.

BACKGROUND:

First, taxing entities are required to adopt/renew a tax abatement policy every two years.

The City adopted a new Tax Abatement Policy in February, 2013. In February, 2015, the City renewed the policy. In February, 2016, the City approved the Tax Abatement Policy as amended by Kaufman County. The policy was also the policy in February, 2018. The policy was not renewed in 2020 so it is being brought before Council to renew the current policy. Staff will review and amend any sections then bring it back for Council approval at a later date.

Author:
Mike Slye, City Manager

Reviewed:
Mike Slye, City Manager

Cost:

Funds Available:

Source:

Recommendation: Staff recommends approval of Resolution R-05-22 as presented.

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

RESOLUTION R-05-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KAUFMAN, TEXAS, DECLARING THAT THE CITY IS QUALIFIED TO OFFER TAX ABATEMENT AND RENEWING THE CITY'S TAX ABATEMENT POLICIES; PROVIDING FOR THE INCORPORATION OF PREMISES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the promotion of economic development in the City of Kaufman is a top priority of the City Council; and

WHEREAS, the amended Texas Property Redevelopment and Tax Abatement Act allows for the creation of reinvestment zones in adherence with local criteria; and

WHEREAS, the creation of reinvestment zones in the City of Kaufman and its extraterritorial jurisdiction leads to future economic development by encouraging investment and creating jobs.

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

SECTION 1. The above and foregoing premises are true and correct and are hereby incorporated as if set forth fully herein.

SECTION 2. The City of Kaufman elects to continue to participate in a tax abatement program as authorized by the Texas Property Redevelopment and Tax Abatement Act. The attached City of Kaufman Policy Statement for Tax Abatement, attached hereto as Exhibit A for all purposes, is hereby approved, and the Qualifications and Applications for Incentives from Kaufman Economic Development Corporation and City of Kaufman Tax Abatement, attached hereto as Exhibit B for all purposes, is hereby approved.

SECTION 3. This Resolution shall take effect upon its passage as required by law.

PASSED AND ADOPTED this 24th day of January, 2022.

JEFF JORDAN
MAYOR

ATTEST:

JESSIE HANKS
CITY SECRETARY

APPROVED AS TO LEGAL FORM:

PATRICIA ADAMS
CITY ATTORNEY

Exhibit A

CITY OF KAUFMAN, TEXAS POLICY STATEMENT FOR TAX ABATEMENT

Adopted February 25, 2013
Renewed February 23, 2015
Amended January 25, 2016
Renewed February 26, 2018
Renewed January 24, 2022

I. GENERAL PURPOSE AND OBJECTIVES.

The City of Kaufman is committed to the promotion of high quality development in all parts of the city and its ETJ; and to an ongoing improvement in the quality of life for its citizens. Insofar as these objectives are generally served by the enhancement and expansion of the local economy, the Kaufman City Council will, on a case-by-case basis, give consideration to providing tax abatement as stimulation for economic development in the City. It is the policy of the City of Kaufman that said consideration will be provided in accordance with the procedures and criteria outlined in this document. Nothing herein shall imply or suggest that the City of Kaufman is under any obligations to provide tax abatement to any applicant. All applicants shall be considered on a case-by-case basis.

II. CRITERIA/GUIDELINES/FORMULA.

Any request for tax abatement shall be reviewed by the Joint Committee on Tax Abatement, said Committee being comprised of two (2) representatives from each entity from which tax abatement is sought.

The Joint Committee on Tax Abatement serves as a recommending body to up to four (4) taxing entities regarding whether economic development incentives should be offered in each individual case. Their recommendation shall be based upon a subjective evaluation of the following criteria which each application will be requested to address in narrative format.

(a) Definitions.

- (1) “Abatement” means the full or partial exemption from ad valorem taxes of the increase in value of certain real property in a reinvestment zone designated by the City for economic development purposes due to repairs and or improvements made to the real property.
- (2) “Agreement” means a contractual agreement between a property owner and the City of Kaufman for the purposes of tax abatement.
- (3) “Base year value” means the assessed value of eligible property on January 1 preceding the execution of the agreement.
- (4) “Deferred maintenance” means improvements necessary for continued operations which do not improve productivity or alter the process technology.

- (5) “Expansion” means the addition of buildings, structures, or machinery or equipment for purposes of increasing production capacity.
- (6) “Facility” means property improvements completed or in the process of construction which together comprise an integral whole.
- (7) “Manufacturing Facility” means buildings and structures including fixed machinery and equipment, the primary purpose of which is or will be the manufacture of tangible goods or materials or the processing of such goods or materials by physical or chemical change.
- (8) “Modernization” means a complete or partial demolition of facilities and the complete or partial reconstruction or installation of a facility of similar or expanded production capacity. Modernization may result from the construction, alteration, or installation of a facility of similar or expanded production capacity. Modernization may include improvements for the purpose for increasing productivity, updating the technology of fixed machinery and equipment, or both.
- (9) “New facility” means a property previously undeveloped which is placed into service by means other than or in conjunction with expansion or modernization.
- (10) “Existing Facility” means a facility or business that has been in operation for more than one (1) year.

(b) Abatement Authorized.

- (1) Authorized Facility/Project. All types of facilities or projects will be eligible for abatement if they meet the criteria set forth in this policy.
- (2) Creation of New Value Abatement may only be granted for the additional value resulting from improvements to eligible property made subsequent to and specified in an abatement agreement between the City of Kaufman and the property owner.
- (3) New and Existing Facilities Abatement may be granted for new facilities and improvements to existing facilities for purposes of modernization or expansion.
- (4) Eligible Property Abatement may be extended to the value of buildings, structures, fixtures, inventories, machinery, equipment and site improvements plus that office space necessary to the operation and administration of the facility.
- (5) Ineligible Property. The following types of property shall be fully taxable and ineligible for abatement: land; supplies; tools; furnishings and other forms of moveable personal property; vehicles; vessels; aircraft; housing; hotel accommodations; deferred maintenance investments; property which has a useful life of less than ten (10) years; property owned or used by the State of Texas or its political subdivision or by any organization owned, operated or directed by a political subdivision of the State of Texas.
- (6) Leased Facilities. In order for a facility to qualify for abatement, the land and eligible property must be owned by the same individual or company and leased to a facility operator whose lease commitment is at least ten (10) years.

- (7) Expansion of Existing Facility/Business. A facility or business that has been in operating for one (1) year or more and meets the other requirements as set forth in this policy will be eligible for the same amount of tax abatement as set forth in the formula set out in Section II(d).

(c) Objective/Subjective Factors.

- (1) Economic Qualification/Objective Factors. In order to be eligible to receive tax abatement the proposed project will be evaluated by the following objective factors:

(A) Employment Impact

How many jobs will be created?

What will the total annual payroll be?

(B) Fiscal Impact

How much real and personal property value will be added to the tax roll?

How much direct sales tax will be generated?

What infrastructure construction would be required?

The project must be at least \$1,000,000 that will be added to the tax rolls.
(Project includes both real and personal property)

(C) Community Impact

What type of pollutants, if any, will be created by the project?

Project can serve as a prototype and catalyst for other development of higher standard.

Must not have a primary effect of transferring jobs within the county.

Property has high visibility, image impact, or is of a significantly higher level of development.

(D) Employer must provide health care insurance to employees where 50% or more of the premium is paid for by the employer.

- (2) Subjective Factors: In addition to the objective criteria, several additional considerations must be evaluated.

(A) Is project sponsor a local company?

(B) What types and values of public improvements, if any, will be made by the applicant?

(C) Does, or can, the project meet all relevant zoning, subdivision and other legal requirements?

- (D) Does the project provide particular benefit to an area of the City targeted for revitalization?
- (E) Will the project substantially increase the business opportunities of existing local suppliers and contractors?
- (F) Will the project compete with existing businesses to the detriment of the local economy?
- (G) Does the project pose any negative environmental, operational, visual or other impacts (i.e., pollution, noise, traffic congestions, etc.)?
- (H) Project is an area which might not otherwise be developed because of constraints of topography, ownership patterns, site configuration, etc.
- (I) What impact will the project have on other taxing entities?
- (J) How will this project affect existing businesses/industries?

(d) **Formula.** Once a determination has been made that tax abatement should be offered, projects will be evaluated based upon total project costs as stated in the above policy. Tax abatement will apply to property as stated in this Policy Statement. **Abatement only applies to maintenance and operations portion of City of Kaufman's total tax rate.** The value and term of the abatement will be determined by referencing the following tables:

- (1) Facility/Project Adding at least \$5,000,000.00 to Tax Rolls and creating a minimum of twenty-five (25) jobs:

<u>YEARS OF ABATEMENT</u>	<u>PERCENTAGE OF ABATEMENT</u>
Year 1	100%
Year 2	90%
Year 3	80%
Year 4	70%
Year 5	60%
Year 6	50%
Year 7	40%
Year 8	30%
Year 9	20%
Year 10	<u>10 %</u>
	550%

- (2) Facility/Project adding at least \$2,500,000.00 to the tax rolls but less than \$5 Million and creating a minimum of fifteen (15) jobs:

<u>YEARS OF ABATEMENT</u>	<u>PERCENTAGE OF ABATEMENT</u>
Year 1	100%
Year 2	90%
Year 3	80%

Year 4	70%
Year 5	<u>60%</u>
	400%

- (3) Facility/Project adding at least \$1,000,000.00 to the tax rolls but less than \$2.5 Million and creating a minimum of ten (10) jobs.

<u>YEARS OF ABATEMENT</u>	<u>PERCENTAGE OF ABATEMENT</u>
Year 1	100%
Year 2	80%
Year 3	60%
Year 4	40%
Year 5	<u>20%</u>
	300%

Abatements on all facility/projects (both real and personal property) are open to negotiation up to the state law limits of 100% per year for ten (10) years. The number of years and/or percentage of abatements can be decided at the discretion of the City Council on an individual basis. Maximum years of abatement will not exceed the maximum number of years permitted by state law.

III. PROCEDURAL GUIDELINES.

Any person, organization or corporation desiring that the Kaufman City Council consider providing tax abatement to encourage location or expansion of operations within the area designated by the location or expansion of operations within the area designated by the City shall be required to comply with the following procedural guidelines. Nothing within these guidelines shall imply or suggest that Kaufman City Council is under any obligation to provide tax abatement in any amount or value to any applicant.

IV. UNDOCUMENTED WORKERS PROVISION.

Section 2264.051 of the Texas Government Code requires the City to provide within the tax abatement application a statement certifying that the business, or a branch, division, or department of the business, does not and will not knowingly employ an undocumented worker. Further, the tax abatement agreement will contain a provision specifying the rate and terms of the payment of interest should the business be convicted of knowingly employing an undocumented worker, in violation of 8 U.S.C. Section 1324a(f).

PRELIMINARY APPLICATION STEPS

- A. Applicant shall complete the attached “Applications for Incentives.”
- B. Applicant shall address all criteria questions outlined in Section II(c) above in letter format.
- C. Applicant shall prepare a plat showing the precise location of the property, all roadways within 500 feet of the site, and all existing land uses and zoning within 500 feet of the site.
- D. If the property is described by metes and bounds, a complete legal description shall be provided.
- E. Applicant shall complete all forms and information detailed in Items A through D above and submit them to the City.

APPLICATION REVIEW STEPS

- F. All information in the application package detailed above will be reviewed for completeness and accuracy. Additional information may be requested as needed.
- G. The application will be distributed to the appropriate departments of the fair taxing entities for internal review and comments. Additional information may be requested as needed.
- H. Copies of the complete application package and staff comments will be provided to the Joint Committee on Tax Abatement.

CONSIDERATION OF THE APPLICATION

- I. The Joint Committee on Tax Abatement will consider the application at a regular or called meeting(s). Additional information may be requested as needed.
- J. The recommendation of the Joint Committee on Tax Abatement will be forwarded, with all relevant materials, to the chief administrative officer of each taxing entity.

Exhibit B

QUALIFICATIONS AND APPLICATION FOR INCENTIVES KAUFMAN ECONOMIC DEVELOPMENT CORPORATION AND

CITY OF KAUFMAN TAX ABATEMENT

Revised and Adopted February 25, 2013

Renewed February 23, 2015

Renewed February 26, 2018

Renewed January 24, 2022

The Kaufman Economic Development Corporation (KEDC) shall at all times, exercise good judgment in allocating available tax funds whereby the city of Kaufman will derive the maximum economic benefit. This can be accomplished by assisting existing businesses or attracting new companies to the area. When considering assistance for companies relocating or starting operations in Kaufman, several types of companies proposing primary jobs may be considered, such as manufacturing, service, distribution or retail (as permitted by state statute); however the following guidelines will normally apply:

1. Firm must add a minimum of 10 full time equivalent employees.
2. Firm must create a minimum investment of \$1,000,000 in building, equipment and machinery.
3. Firm can produce no hazardous or toxic by-products.
4. Utility usage must be within city capabilities.
5. Firm must have a minimum of 3 years related operating experience.
6. Firm or principal must have no prior bankruptcies, judgments, or uncollected accounts.
7. Firm must be in good standing with applicable government and regulatory bodies.

In order to evaluate a prospective company requesting financial incentives, an application must be completed and submitted to the KEDC. The directors of the KEDC may then base their decisions on any factors deemed appropriate, including those listed above, except that no bias may be made as to sex, race, color, national origin or religion.

Once a decision has been made to provide financial incentives to any company in an amount of \$50,000 or more, approval shall be sought from the sitting city council prior to disbursement of funds.

First consideration shall be given to those companies utilizing skilled or semi-skilled labor as these jobs will be more stable and valuable to Kaufman over the long-term. Desirable industries include:

- Manufacturing and Distribution
- Medical facilities and medical product manufacturers
- High technology
- Electronic
- Service centers
- Data centers
- Communications
- Higher education related
- Headquarters Facilities

Kaufman Economic Development Corporation
and
City of Kaufman Tax Abatement

APPLICATION FOR INCENTIVES

Date Completed _____

Company Name _____

Federal Tax ID Number: _____

Business Address _____

City, State, Zip _____

Sole Proprietor _____ Partnership _____ LLC _____ Publicly held company _____

Phone _____ Fax _____

E-mail _____ Web site _____

CEO/Primary Owner Name _____

Home Address _____

Number of Years _____ Soc. Security # _____

Secondary Owner Name _____

Home Address _____

Number of Years _____ Soc. Security # _____

Number of Years in Business in U.S. _____ Number of years in Texas _____

Kaufman Project Type:

() New Construction () Expansion of existing facility () New machinery/equipment

Type of Industry:

() Manufacturing/Distribution () Services () Retail () Other – List _____

Project decision date _____ Project Startup Date _____
Employment:

Estimated number of new full time employees at:

_____ Six Months _____ Year One _____ Year Two _____ Year 3 _____ Year 5 _____ Year 10

Estimated total annual payroll at:

_____ Six Months _____ Year One _____ Year Two _____ Year 3 _____ Year 5 _____ Year 10

Types of labor skills to be hired from local area _____

Employees will be offered a health care benefit with more than 50% of the premium paid for by the employer: _____
Yes _____ NO _____

List all products assembled, distributed, etc.:

For new construction and expansions:

New construction/expansion total square footage _____

Production Square Footage _____

Office Square Footage _____

Total capital investment in new construction: _____

Total capital investment in machinery and equipment _____

Estimated taxable year end inventories _____

Estimated daily volume of water usage _____

Estimated daily volume of wastewater needs _____

Estimated number of trucks per day to and from facility _____

() Facility/improvements will have no effect on the environment.

() Facility/improvements will have the following effects:

Air _____

Odor _____

Noise _____

Wastewater _____

Other _____

Please list three different types of assistance/incentives you are requesting from the Kaufman Economic Development Corporation in order of priority (1 being highest and 4 being the lowest)

() City Tax Abatement on new construction, equipment and machinery from the city of Kaufman.

() County Tax Abatement on new construction, equipment and machinery from the county of Kaufman.

- () Community College District Tax Abatement
- () Fire District Tax Abatement
- () Will the KEDC consider investing in an infrastructure grant to assist in new construction/expansion.
- () Will the KEDC consider granting land, free of charge, for this project?
- () Will the KEDC consider offering below market cost land for this project?
- () Will the KEDC consider a per job grant for each new full time equivalent person hired?
- () Will the KEDC consider this other incentive: _____
- _____

Please include the following confidential information with your application request:

- Past three Year End Profit and Loss statements with balance sheets
- Copy of Federal Tax return for past two years
- Name, address and birth date and of all stockholders or partners who control at least 10% of the company.
- Letter authorizing the Kaufman Economic Development Corporation to obtain a credit report on the firm and any of the primary and secondary owners/managers associated with the firm.
- Primary bank name, address, phone, key contact.

I hereby certify that _____ (name of business), or any branch, division, or department of the business, does not and will not knowingly employ an undocumented worker.

Signature(s) _____ Date _____

Printed Name(s) _____

Title(s) _____

Please complete and return to

Kaufman Economic Development Corporation
Attn: Stewart McGregor
209 S. Washington St.
Kaufman, TX 75142
OR E-mail to smcgregor@kaufmantx.org

For further information, contact Stewart McGregor at 972-932-3118.

Received by:

_____ Date _____



Meeting
Date: 1/24/2022

Date: 01/03/2022

Item #: 17.

Dept.: Administration

Action Item

SUBJECT:

Consider and take appropriate action to ratify a Professional Services Agreement with HE Planning+ Design, LLC. for on-call Planning Services for the City of Kaufman.

BACKGROUND:

This agreement allows Development Services to utilize professional planning services of Helen-Eve Beadle, Certified Planner to assist w/the ever-increasing work load of Development Services.

Author:
Mike Slye, City Manager

Reviewed:
Mike Slye, City Manager

Cost:

Funds Available:

Source:

Recommendation: Staff recommends approval of a Professional Services Agreement with HE Planning + Design for Planning Services.

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

HE Planning+Design, LLC

December 21, 2021

Mr. Michael T. Slye
City Manager
City of Kaufman
209 S. Washington Street
Kaufman, Texas 75142

RE: Professional Services Agreement for on-call Planning Services for the City of Kaufman, Kaufman County, Texas.

Dear Mr. Slye:

Thank you again for considering HE Planning+Design, LLC (HEP+D) for professional on-call planning services for the City of Kaufman. I have outlined the services I propose to complete below.

SCOPE OF SERVICES

Planning Tasks:

HEP+D will provide professional services to coordinate and complete the following applications and needs of the City:

1. Review Zoning Applications, including Straight Zoning, Specific Use Permits, and ETJ Development Agreements;
2. Board of Adjustment Applications;
3. Site Plan Applications;
4. Plat Applications;
5. Landscape and Screening Applications;
6. Voluntary Annexation Applications;
7. Sign Applications;
8. General development inquiries for zoning and platting;
9. Variance and Waiver Applications; and
10. Draft Agendas and Case Reports for posting.

Method:

HEP+D will review the applications and identify compliance with the adopted zoning ordinance, subdivision regulations, comprehensive plan, and other adopted plans. HEP+D will provide the reviews in written and graphic format (PDF review) for clear understanding of the comments. Additionally, HEP+D will coordinate review comments for consensus with staff, city engineer, city attorney, TXDOT, Kaufman County, and other required entities as authorized and directed by you.

Review Turnaround:

8458 HOWELL DRIVE · FRISCO, TEXAS 75034
PHONE: (469)360-6618 · heleneve@HEPlanningDesign.com

HE Planning+Design, LLC

HEP+D will provide the review comments within seven (7) business days of receipt of the application.

Agendas, publications in the official newspaper, and public hearing notices will be sent to you, the Planning Technician, and the City Secretary for posting in the City's official agenda location and on the City of Kaufman's website. Notifications that are required to be mailed will be prepared by the Planning Technician and reviewed by HEP+D. Agendas will be sent no later than 96 hours prior to a posting deadline. Publications in the official newspaper will be sent 24 hours prior to the publication's deadlines.

Please note, applicants that do not resubmit according to the deadline date on the adopted development calendar will be processed on an amended schedule and will not be placed on the originally anticipated agenda date for consideration.

Meetings:

HEP+D, Helen-Eve L. Beadle, AICP, will attend meetings with applicants, consultants, and city staff in person or via internet session, as directed by you. I understand the predevelopment meetings are held via web format. I anticipate a maximum of four (4) in-person meetings per month to include City Council, Planning & Zoning Commission, and another in-person meeting as needed.

FEE AND BILLING

Professional On-call Planning Services:

HEP+D will accomplish the services described above based on an hourly rate of \$150.00, in effect at the time the services are provided.

On-call Planning Services	Hourly, not to exceed \$12,000.00*

Direct Expenses:

Direct expenses such as copying (full size and reductions included), scanning, color copies, mileage, deliveries, will be invoiced at 1.15 times cost.

Direct Expenses	Not to exceed \$1,200.00

*The fee quoted above is based on our phone call where planning services were discussed on December 16, 2021 and the anticipated time frame of three (3) months of service being needed. Should the scope of services or hourly not to exceed amount change from the contents in this agreement, I will notify you of the need to reconsider the scope.

Invoices will be submitted monthly based on services performed. Billing will be due and payable to HE Planning+Design, LLC, 8458 Howell Drive, Frisco, Texas 75034 within 25 days of receipt.

ADDITIONAL SERVICES

Any items requested by you that are not outlined in the above scope would be considered additional services and would be provided as requested and authorized by you. In the

8458 HOWELL DRIVE · FRISCO, TEXAS 75034
PHONE: (469)360-6618 · heleneve@HEPlanningDesign.com

HE Planning+Design, LLC

anticipated event that you need my services for such items I can provide you with a letter agreement for them.

This scope does not include:

1. Special districts such as Public Improvement Districts, Municipal Utility Districts, Municipal Management Districts, Tax Increment Reinvestment Zones, and other financing districts;
2. Preconstruction meeting attendance, Bonds, Improvement Agreements; Construction Contracts, Inspections, Impact Fee updates, and Right-of-Way Permits as those tasks are under the purview of an engineer;
3. Zoning and Subdivision Ordinance amendments;
4. Comprehensive Plan preparation including thoroughfare plan and park/trail plans; and/or
5. GIS Geographic Information System services including all mapping updates.

CLOSURE

Your signature and return of one copy of this professional services agreement shall serve as direction to proceed.

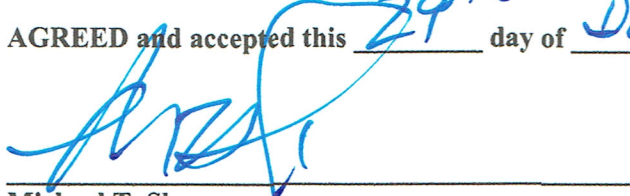
I appreciate the opportunity to submit this agreement for on-call professional planning services. Please contact me if you have any questions. I look forward to working with you and the City of Kaufman.

Sincerely,



Helen-Eve L. Beadle, AICP

AGREED and accepted this 29th day of DECEMBER, 2021.



Michael T. Slye
City Manager, Kaufman, Texas

8458 HOWELL DRIVE · FRISCO, TEXAS 75034
PHONE: (469)360-6618 · heleneve@HEPlanningDesign.com



Meeting
Date: 1/24/2022

Date: 01/03/2022

Item #: 18.

Dept.: Administration

Action Item

SUBJECT:

Consider and take appropriate action on the appointment of one (1) member to serve on the Planning and Zoning Commission for the unexpired remainder of a two (2) year term through November 2022.

BACKGROUND:

There is currently 2 vacancies on the Planning and Zoning Commission. Staff received an application from Kathy Thorpe expressing interest in serving on the board.

The procedure for considering the appointment of a Planning and Zoning member is as follows: A simple majority of the Council, four votes, is necessary to make a nomination for appointment of a prospective member. Any member of the Council may make a nomination for appointment.

Procedurally, the Council should adhere to the process as outlined below:

- Council will vote for a two (2) year term of November 2024.
- If the nominee does not attain a simple majority of the Council (four votes), they will not serve as a P&Z member.
- Any Council member can make a nomination for consideration.
- If the nominee then receives a simple majority of the votes by the Council (four votes) that individual will be appointed to serve as a P&Z member.

The procedures outlined will serve the Council well in its deliberations about to serve as a P&Z member.

Author:
Jessie Hanks, City Secretary

Reviewed:
Mike Slye, City Manager

Cost:

Funds Available:

Source:

Recommendation: Staff recommends the appointment of Kathy Thorpe to serve on the Planning and Zoning Commission for a two-year term through November 2024.

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



BOARD OR COMMISSION
CANDIDATE APPLICATION FOR APPOINTMENT

Which of the City's Boards/Commissions are you interested in serving on?

☐ Kaufman Economic Development Corp.	☐ Keep Kaufman Beautiful Board
☒ Planning and Zoning Commission	☐ Other (Please specify in space below.)
☐ Board of Adjustment	
☐ Parks and Recreation Board	

Name: <u>Kathy Thorpe</u>	Date Submitted: <u>Dec.</u>
Home Address: <u>405 S. Houston</u>	Occupation: <u>Realtor</u>
Home Phone #: _____	Employer: <u>EXP Realty LLC</u>
*E-mail Address: <u>KathySoldIt@yahoo.com</u>	Work Phone #: <u>972 989 3968</u>

Kaufman resident for 31 years.

Qualified Voter: Yes ☒ No ☐

Are you related to any of the City Council members or the City Manager? Yes ☐ No ☒
If so, please give the name of the person you are related to and your relation to that person.

Name

Relationship

Highest Education Level Completed, School Attended and Year Graduated: (High School/College)

JJ Pearce High School 1976 Real Estate 22 years

Boards/Commissions/Committees you have previously served on:

Dates

_____	_____
_____	_____
_____	_____

Professional and/or Community (Civic) Activities:

Skills, Hobbies, or Talents:

Kathy M Thorpe
Signature



Meeting
Date: 1/24/2022

Date: 01/03/2022

Item #: 19.

Dept.: Administration

Action Item

SUBJECT:

Consider and take appropriate action on the appointment of one (1) alternate member to serve on the Board of Zoning Adjustment for the unexpired remainder of a two (2) year term through September 2022.

BACKGROUND:

There is currently a vacancy on the Zoning Board of Adjustments. Staff received an application from Pat Thorpe expressing interest in serving on the board.

The procedure for considering the appointment of a Zoning Board of Adjustments member is as follows: A simple majority of the Council, four votes, is necessary to make a nomination for appointment of a prospective member. Any member of the Council may make a nomination for appointment.

Procedurally, the Council should adhere to the process as outlined below:

- Council will vote for a two (2) year term through September 2024.
- If the nominee does not attain a simple majority of the Council (four votes), they will not serve as a BOA member.
- Any Council member can make a nomination for consideration.
- If the nominee then receives a simple majority of the votes by the Council (four votes), that individual will be appointed to serve as a BOA member.

The procedures outlined will serve the Council well in its deliberations about to serve as a BOA member.

Author:
Jessie Hanks, City Secretary

Reviewed:
Mike Slye, City Manager

Cost:

Funds Available:

Source:

Recommendation: Staff recommends the appointment of Pat Thorpe to the Board of Zoning Adjustment for a two-year term through September 2024.

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



BOARD OR COMMISSION
CANDIDATE APPLICATION FOR APPOINTMENT

Which of the City's Boards/Commissions are you interested in serving on?

- ☐ Kaufman Economic Development Corp. ☐ Keep Kaufman Beautiful Board
☐ Planning and Zoning Commission ☐ Other (Please specify in space below.)
☒ Board of Adjustment
☐ Parks and Recreation Board

Name: Pet Thorpe Date Submitted: 12-27-21
Home Address: 405 S. Houston St. Occupation: Project Manager
Home Phone #: 972 989 3629 Employer: Larrett LLC
*E-mail Address: PThorpeChaplain@Hotmail.com Work Phone #: 972 962 3400

Kaufman resident for 31 years.

Qualified Voter: Yes ☒ No ☐

Are you related to any of the City Council members or the City Manager? Yes ☐ No ☒
If so, please give the name of the person you are related to and your relation to that person.

N/A
Name

N/A
Relationship

Highest Education Level Completed, School Attended and Year Graduated: (High School/College)

High School / CISM / Personal Security Officer

Boards/Commissions/Committees you have previously served on:

Dates

NONE

N/A

Professional and/or Community (Civic) Activities:

Chaplain / Search One Rescue Team / First Responder

Skills, Hobbies, or Talents:

Dog Training / K-9 Handler

Signature

Pet Thorpe

DISCUSSION ITEMS REPORT (DIR)

Project Title	Department	Agenda Date	Entered Date	Status/Notes	Strategy Map
Splash Pad	Parks &Rec	TBD	10/23/2018	Shannon Park and South Pointe Dev	2,3,4
Thoroughfare Plan Update	Development Serv	TBD	10/23/2018		2,5
Bldg Standards Commission Ordinance	Development Serv	9/1/2019	10/23/2018	BSC to review	4
Marlow Development	Development Serv	4/22/2019	10/23/2018	Building Plan Review	2
South Pointe	Development Serv		2/3/2021	Civil Plans under Review	2,3,4
Recodification of City Ordinances	Admin	11/13/2018	10/23/2018	Franklin Review	5
Subdivision Ordinance Update	Development Serv	1/27/2020	10/23/2018	Scheduled for Council 1/24/22	5
Citizens Academy	Admin/Public Safety		11/27/2018	Planning Phase	1,3
Fire Department Facility Improvements	Admin/Public Safety			Planning Phase	1,2,5
Kaufman Estates	PW/Admin	10/28/2019		No Action	5
Summer Youth Program	Admin/Parks	TBD	7/16/2019	COVID Postponement	1,3,4
Digital Gateway Signage	Admin	TBD	8/17/2020	Contract approved July 26, 2021	2,3
City Lakes Emer Action Plan	Public Works	TBD	8/7/2019		5
Disc Golf Course	Admin/PW	TBD	8/23/2019	Planning Phase	2,3,4
Washington Street Utility Relocation	Admin/PW	TBD	10/1/2019	SUE forwarded to TxDOT	2,5
TPW Grant for City Lake Park	Parks &Rec	TBD	12/10/2019	Submitted October 1, 2021	4,5
CareFlight Facility	Admin	TBD	3/9/2020	Discussions regarding relocation	1,3
COVID - 19	Admin/Public Safety	TBD	3/11/2020	Action Plan in Place	4,5
Comprehensive Plan	Admin		8/26/2020	Need to update plan	2,3,4,5
Website Update	Admin		1/26/2021	Planning Phase	2,3
Street Maintenance Program	Public Works		1/29/2021	Budget Approved, Phase 1 complete. Start Phase 2.	2,4,5
Storm Drainage Projects	Public Works		1/29/2021	Phase 1 Under Construction	2,4,5
North & South Water Tower Rehab	Public Works		1/29/2021	South Tower Contract Awarded	4,5
Body Cameras	PD		2/2/2021	Grant Awarded	1,3,5
Annual Report	Admin		2/24/2021	Planning Phase	3
Shannon Park Updates	Admin/PW	4/26/2021	4/26/2021	Final Concept Plan approved	3,4,5
Miracle Park	Admin/PW		4/29/2021	Concept Approved	3,4,5
Connector Road	Admin		4/29/2021	County Partnership	2,3,5
AMI	Admin/PW		4/29/2021	Contract approved - Installation begins Feb '22	4,5
High Speed Internet	Admin			Suddenlink live/CIP installing	2,3,5
Northeast Utility Project	Admin/PW		9/17/2021	Working on Cost Estimate and Scope	1,2,3,4,5
City Lakes Park/Lower Lake Improvements	Admin/PW		9/23/2021	Working on Cost Estimate and Scope	4
Former Senior Center Demo	Development Serv		11/8/2021	Approved in 2022 5 Year CIP	4
IT Services RFP	Admin		1/6/2022	RFP to Publish January 13 & 20	1,5

DISCUSSION ITEMS REPORT (DIR)

COMPLETED

Project Title	Project Lead	Agenda Date	Entered Date	Status/Notes	
PID Creation Resolution	Dev Svc/Admin	11/13/2018	10/24/2018	Complete	
TIRZ Creation Ordinance Amendment	Dev Svc/Admin	11/13/2018	10/24/2018	Complete	
TIRZ Project Reprioritization Resolution	Dev Svc/Admin	11/13/2018	10/24/2018	Complete	
Home Improvement Incentive Program	Development Serv	11/13/2018	10/23/2018	Complete	
Budget Book Submission to GFOA	Finance		10/23/2018	Complete	
Interlocal Agreement w/County for PID	Finance		10/30/2018	PID Assessment for Georgetown in 2020	
WWTP Priority Project List	Public Works	11/13/2018	10/23/2018	Mark Hill - Consultant	
2600 Commerce Way Permit Ready	Development Serv	NA	11/6/2018	Complete Permit Issued 11/26/2018	
600 N Nash KC Street Barn Permit Issued	Development Serv	NA	11/6/2018	Complete Finaled 01/04/2019	
Rev Ch 22 & 46 7500SF F Sprinkler Req	elopment Serv	01/28/2019 02/25/2019	1/21/2019	Complete 02/25/2019	
Realtor PID Training	Admin	NA		Complete 4/23/2019	
Fee Schedule Update	Development Serv		6/4/2019	Approved by Council	
Bureau Veritas Contract Update	Development Serv		6/4/2019	Approved by Council	
Park Master Plan Update	Parks & Rec	8/5/2019	10/23/2018	Aproved by Council	
34/243 Signal Installation	Public Works		10/23/2018	Complete	
HR Coordinator	Admin		12/17/2018	Admin/HR Assistant Full-Time Sept. 30	
Agenda Software Installation/Training	Admin		10/23/2018	Complete	
5 Year CIP	Admin	11/25/2019	11/25/2019	Work Session 12/16/19	
Water & Street Impact Fee Update	Development Serv		6/10/2019	Council approved 12/16/19	
Intern Program	HR	TBD	12/10/2019	Policy to Council 3/30/20	3,5
WWTP Finance Application	Finance	11/13/2018	10/23/2018	GTUA Approval	5
PD/FD Safety Equipment Grant	Public Safety	TBD	3/3/2020	Application Submitted	1
Street Maintenance Priorities	PW/Admin		2/27/2019	List Presented to Council/Incorporated into 5 Year CIP	5
Traffic Signal 1388@34 ByPass	Admin		1/28/2020	Final Construction Underway	1
Solid Waste RFP	Admin	TBD	5/18/2020	Contract Finanlized and Approved	4,5
PD Body Camera Grant	PD	4/27/2020	5/19/2020	Grant not awarded	1,5
Civic Center	Admin	7/22/2019		Accepted 01/25/21	2,3
Phase II - Street Bond	Public Works	10/28/2019	10/23/2018	Accepted 01/25/21	5
TxDOT Turnback	Admin	12/17/2018	11/6/2018	Accepted 01/25/21	2,3,5
City Lakes Park Fence	Public Works		1/26/2021	Complete	
Building Official	Development Serv		12/10/2020	Hired	
54-Acre Development	Development Serv	5/18/2020	10/23/2018	PD to Council 05/18/2020	2,3,4
Building Code Update	Development Serv	10/28/2019	6/4/2019	Approved O-28-19	5
Park Dedication Ordinance	Development Serv	1/25/2021	10/23/2018	PH continued to 2/22/2021	4,5
Police Department Server	PD		1/29/2021	Ordered thru TSM	1,5
Tree Mitigation Ordinance	Development Serv		2/24/2021	Approved	4,5
Kaufman Lake	Admin/PW		1/8/2019	Sold April 2021	2,4,5
Downtown Parking	Admin		1/16/2019	2 Hour Parking Signs going up	2
Fire Engine Replacement	FD	1/25/2021	1/25/2021	Lease Approved	1,5
Greenlight City/EDC Marketing	Admin/EDC		6/16/2020	Greenlight Retainer	1,2
Kaufman Square Speakers	Admin/PW	TBD	10/22/2019	Installation Complete	2,3
Fire Department 5 Year Plan	FD		8/26/2020	Presented at Council Retreat 4/2021	2,5
TIRZ #2	Admin		8/6/2020	PPFP Approved 082420	2,3,4
Tabor Parkway Expansion	PW/Admin			Complete	2,3,5

January 10, 2022

To: Kaufman County

From: Ashley Berryhill, Finance Director

Re: December 2021 STARNow – Kaufman County Ridership Report

FY2022 TRIP INFORMATION:

	S	O	N	D	J	F	M	A	M	J	J	A	TOTAL
Trips	1,364	1,390	1,405	1,378									5,537
Service Days	21	21	20	20									82
Avg. Daily Trips	65.0	66.2	70.3	68.9									67.5

KPIs

Completed Boardings ⓘ	Avg. Boardings Per Service Hr. ⓘ	Boarding Cancellations ⓘ	Boarding Cancellations (No-Show) ⓘ	Cancellation Percentage ⓘ	Cancellation Percentage (No Show) ⓘ	Total Requests ⓘ	
1378	1.3	1000	95	42.05 %	3.99 %	2279	
Completed Requests ⓘ	No Drivers Available Requests ⓘ	Request Cancellations ⓘ	Request Cancellations (No Show) ⓘ	Avg. # of Requests per Rider ⓘ	Avg. Travel Duration ⓘ	Avg. Travel Distance ⓘ	Mean Wait Time ⓘ
1316	5	958	89	6.41	11.82 min	3.93 mi	32.78 min
Median Wait Time ⓘ	Bookings from Admin Panel ⓘ	Bookings from Rider Mobile App ⓘ	Bookings from Rider Web ⓘ	Flag Down Bookings ⓘ	Avg. # Riders per Request ⓘ		
20.55 min	82.51 %	16.76 %	0 %	0.73 %	1.05		

January 10, 2022

To: City of Kaufman

From: Ashley Berryhill, Finance Director

Re: December 2021 Demand and Response Ridership Report

TRIP INFORMATION:

	S	O	N	D	J	F	M	A	M	J	J	A	TOTAL
Trips	175	243	183	223									824
No. Service Days	21	21	20	20									82
Avg. Daily Trips	8.3	11.6	9.2	11.2									10.0

NO. OF TRIPS	PURPOSE
14	Adult Dayhab
0	Education
0	Government
2	Medicaid
55	Medical
72	Nutrition (Senior Center)
32	Other (adult-day care, beauty salon, friend's homes, etc.)
10	Shopping
38	Work
0	Contract Services
0	Vaccination Appointments

ELDERLY AND DISABLED RIDERSHIP	
49	Disabled Trips
130	Elderly (&/or Dis) Trips

179 E & D Total Rides

E & D Percent of Total Trips – 80%

MONTHLY UNDUPLICATED PASSENGERS
28
YEAR TO DATE UNDUPLICATED PASSENGERS
55

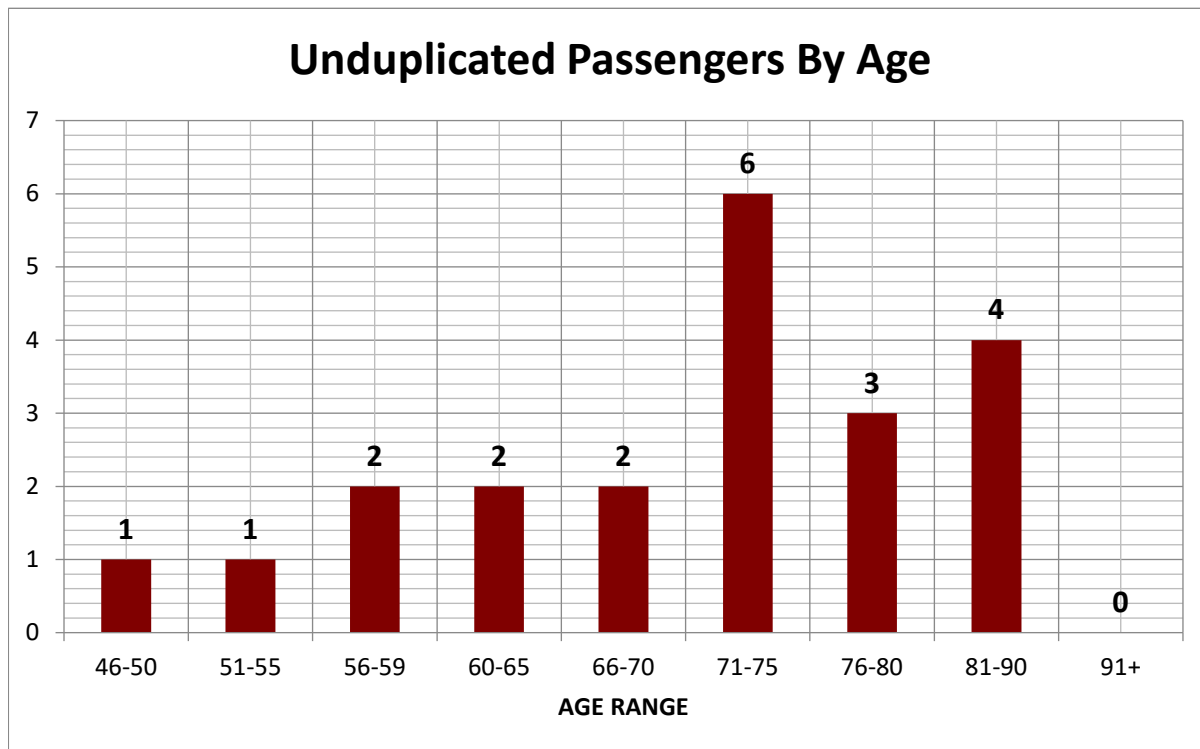


Trip Total	
KAUFMAN TO KAUFMAN	116
KAUFMAN TO OUTSIDE	60
OUTSIDE TO KAUFMAN	47

223

NOSHOW/CANCEL	148
DENIALS	36
Month to Month Unduplicated	28
YTD Unduplicated	55

December 2021 Total D & R Trips	223



January 10, 2022

To: Kaufman County

From: Ashley Berryhill, Finance Director

Re: December 2021 Demand and Response Ridership Report

TRIP INFORMATION:

	S	O	N	D	J	F	M	A	M	J	J	A	TOTAL
Trips	1,588	1,340	1,180	1,195									5,303
No. Service Days	21	21	20	20									82
Avg. Daily Trips	75.6	63.8	59.0	59.8									64.7

	Trip Origin Total
COTTONWOOD	0
COMBINE	0
CRANDALL	39
FORNEY	217
GRAYS PRARIE	0
GUN BARRELL	0
HEARTLAND	0
KAUFMAN	223
KEMP	36
MABANK	28
OAK GROVE	0
OAK RIDGE	0
POST OAK	0
ROSSER	0
SCURRY	34
TERRELL	618
<i>Subtotal</i>	<i>1,195</i>

Terrell Senior Terraces	58
Terrell State Hospital	0

KAUFMAN COUNTY TOTALS	
TOTAL TRIPS	1,180
NO SHOW & CANCELS	707



D/R-KAUFMAN COUNTY	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	TOTALS
CHARTER	0	0	0	0	0	0	0	0	0	0	0	0	0
(UPT) Unlinked Passenger Trips	1,588	1,340	1,180	1,195									5,303
ADH	206	121	135	86									548
CONT	0	18	0	0									18
EDU	12	3	6	0									21
GOV	0	0	0	3									3
MDE	21	26	15	25									87
MED	733	757	575	583									2,648
NUT	194	132	199	178									703
OTH	92	78	45	75									290
SHP	145	76	95	91									407
VACC	2	0	0	0									2
WORK	183	129	110	154									576
	1,588	1,340	1,180	1,195	0	0	0	0	0	0	0	0	5,303
	0	0	0	0	0	0	0	0	0	0	0	0	0
KAUF DR TOTAL (+TSH, Charter)	1,588	1,340	1,180	1,195	0	0	0	0	0	0	0	0	5,303
	0	0	0	0	0	0	0	0	0	0	0	0	0

CONTRACTED SERVICES	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	TOTALS
Charter	0	0	0	0									0
Terrell State Hospital	0	0	0	0									0
Terrell Senior Terraces	46	32	58	50									186
Medicaid	21	26	15	25	0	0	0	0	0	0	0	0	87
Nursing Home Contracts	0	0	0	0									0
	67	58	73	75	0	0	0	0	0	0	0	0	273

	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	TOTALS
Adjusted Trip Total	1,521	1,282	1,107	1,120	0	0	0	0	0	0	0	0	5,030
*Trip Totals without Contracted Services													

ELDERLY AND DISABLED	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	TOTALS
> = 60	876	859	666	726									3,127
DIS <60	400	311	340	287									1,338
E & D	1,276	1,170	1,006	1,013	0	0	0	0	0	0	0	0	4,465
% of Trip Total	80%	87%	85%	85%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	

	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	TOTALS
GENERAL PUBLIC	67	58	73	75	0	0	0	0	0	0	0	0	273
% of Total	4%	4%	6%	6%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	

Subscription Trips	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	TOTALS
County Subscription Trips	1,007	836	816	820									3,479
Percent Subs of Total Trips	63%	62%	69%	69%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	

Can/NoShow	119	94	71	99									383
Advanced Cancel	545	424	636	695									2,300
	664	518	707	794	0	0	0	0	0	0	0	0	2,683

DENIALS	113	140	198	195									646

Response Summary:

	Responses	Transports	Exceptions	Compliance %	Transport %
Priority 1 <8:59	26	15	3	88%	58%
Priority 2 <11:59	95	38	2	98%	40%
Priority 3 <14:59	26	18	0	100%	69%
Emergency Transfers<0:29:59	129	128	69	47%	99%
Non-Emergency Transfers<0:15	49	46	15	69%	94%
Helicopter	18	18			
Totals	343	263		96.40%	55.64%

Transport Summary:

	Number	Percentage
Baylor Scott and White Dallas	5	2%
Baylor Scott and White Sunnyvale	5	2%
Baylor Scott and White Lakepointe Rowlett	0	0%
Baylor Scott and White Lakepointe Forney	0	0%
Childrens Medical Center	15	6%
Dallas Regional Medical Center	1	0%
Medical City Dallas	0	0%
Parkland	0	0%
Texas Health-Dallas	77	31%
Texas Health- Kaufman	56	23%
Texas Health -Plano	3	1%
Texas Health-Rockwall	7	3%
UT Health- Athens	0	0%
UT Health- Tyler	0	0%
UT Health- Cedar Creek	0	0%
VA Medical Center Dallas	0	0%
Other Hospitals	45	18%
Nursing home, residence, other	31	13%
	245	100%

	Number	% of Total
Patient Refusal/Treat No Transport	33	41%
Pt is DOS	0	0%
Cancellation- No Patient	47	59%
	80	100%

Average Response Time
City Wide--Emergency Calls

0:05:33

	Responses	Exceptions	
Last 100 Calls			
Priority 1	100	5	95%
Priority 2	100	2	98%
Priority 3	100	0	100%



COUNCIL MONTHLY UPDATE

December 2021

In December the Kaufman Fire Department responded to 230 calls for service.

In December 2020 we responded to 243 calls for service

Annual Lighted Christmas Parade

Performed inspections on new Justice center fire lines and visual inspections on interior sprinkler lines and extinguishers.

There were 4 calls that we were unable to respond to due to being tied up on other calls (EMS, accidents) and no additional personnel responded. Luckily all 4 were medical emergencies and EMS was available to get to them within 15 minutes.



DEPARTMENT SNAPSHOT DEC.

Training:
(Fire Ce's)
PPE use and care

(EMS Ce's)



DEPARTMENT SNAPSHOT December 2021

Lt Vance received His Bachelors Degree in
Emergency Management

Took food collected by city employees to
Help Center

Collected items for our Nursing Homes and
took them by

Had fatality accidents on Christmas Day and
day after.

Assisted with Lewisville Firefighters passing
stayed with body at Hospital until LFD could
arrived and escorted body to ME office and
assisted with funeral



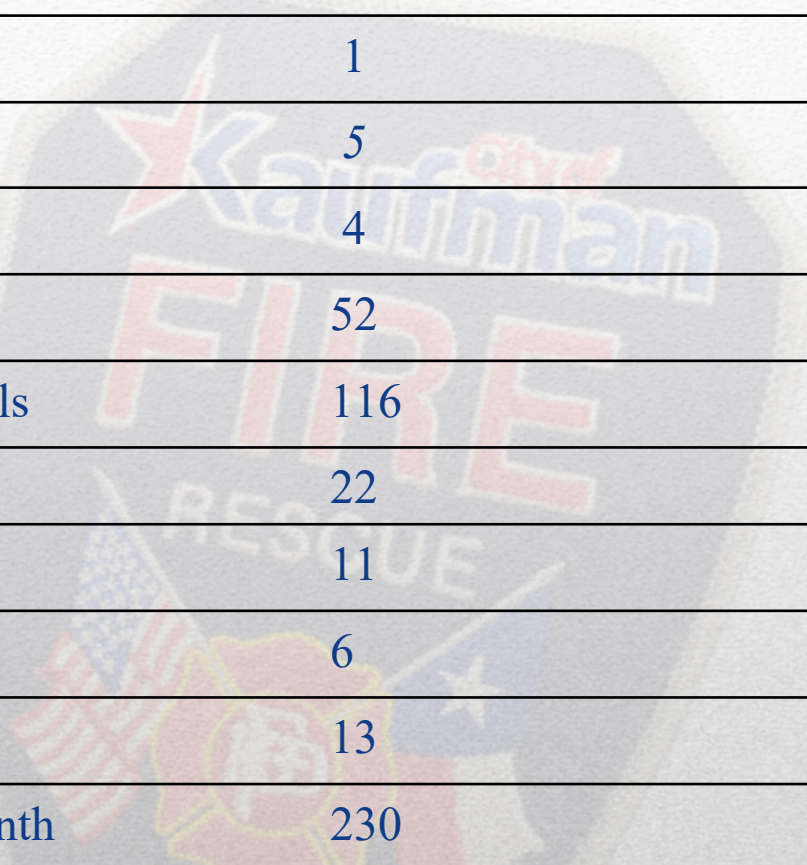
DEPARTMENT SNAPSHOT

- **Incident Response Time
Monthly Average**

- **Dec. 2021 Monthly
Average Response
Time 5 Minutes 35
Seconds (5.35)**
- **Dec. 2020 Monthly
Average Response
Time 5 Minutes 05
Seconds (5.05)**

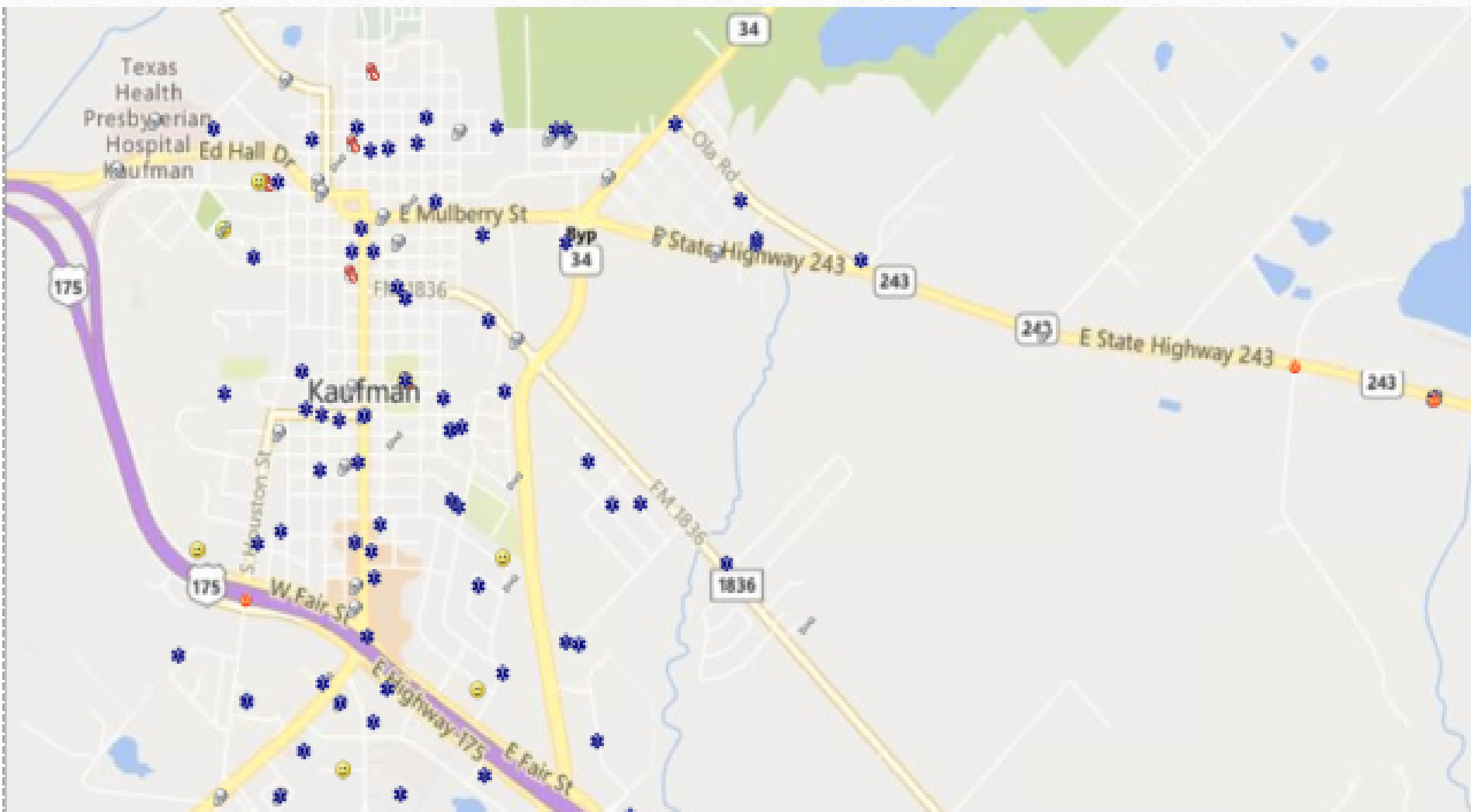


DEPARTMENT SNAPSHOT



Inspections	30
Structure Fires	1
Grass/Trash	5
Automobiles	4
Accidents	52
Emergency Medical Calls	116
Haz / Smoke Calls	22
False Alarms	11
Mutual Aid	6
Public Assist	13
Total Responses for Month	230

December 2021 Responses



INCIDENT LOCATION MAP MAY

RED= FIRE INCIDENTS/ACCIDENTS
YELLOW= CANCELLED IN ROUTE

BLUE= MEDICAL INCIDENTS

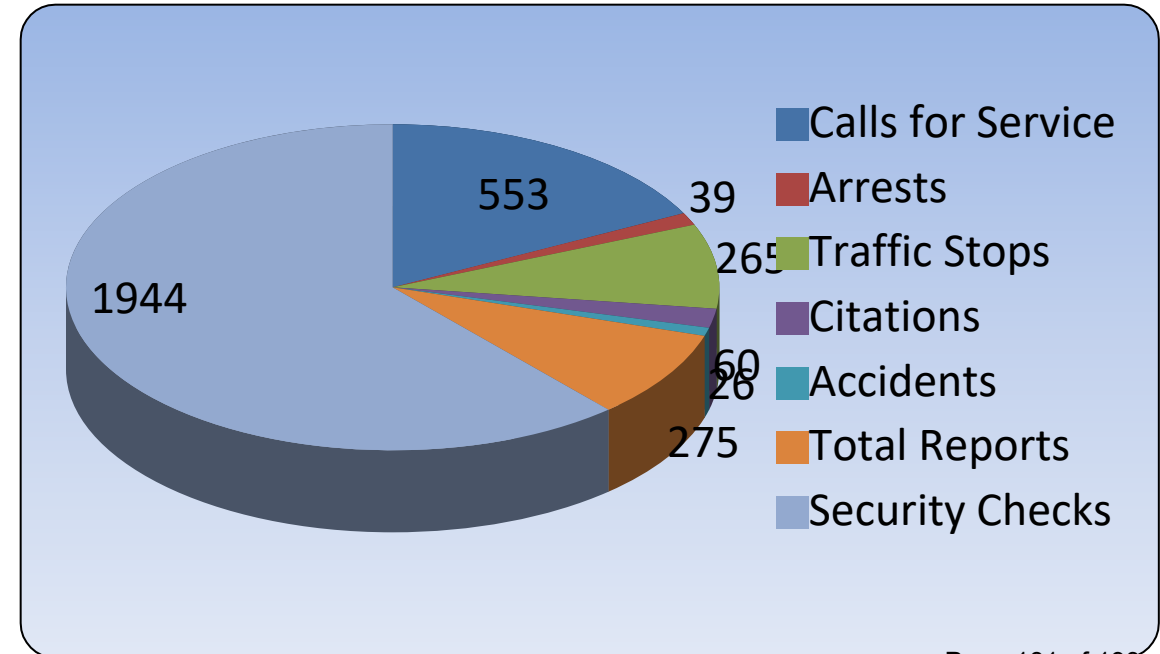
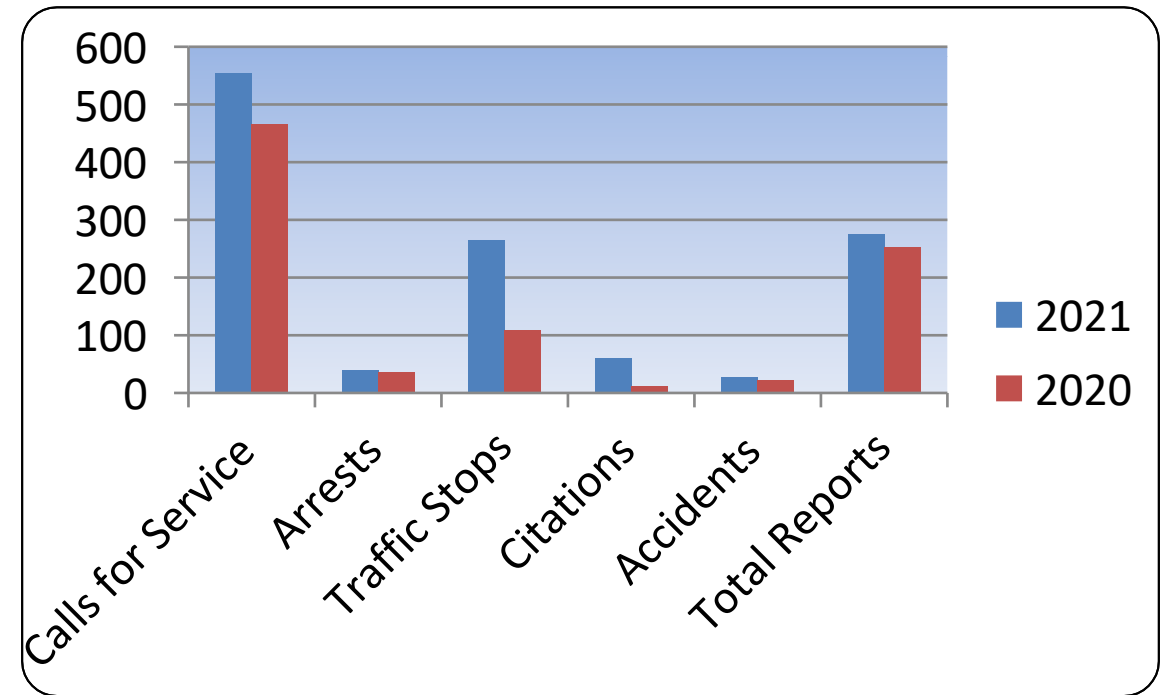
KAUFMAN POLICE DEPARTMENT PATROL ACTIVITY DECEMBER 2021

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

- **553** Calls For Service, Including Accidents
- **26** Traffic Accidents
- Completed **1944** Homes, Parks, & Business Checks
- Completed **265** Traffic Stops
- Completed **241** Incident Reports
- Completed **275** Reports
- Made **39** Arrests
- Average monthly response time to calls is **4:39** minutes.

Other points of interest include:

- Utilized the radar trailer on the 34 Bypass.



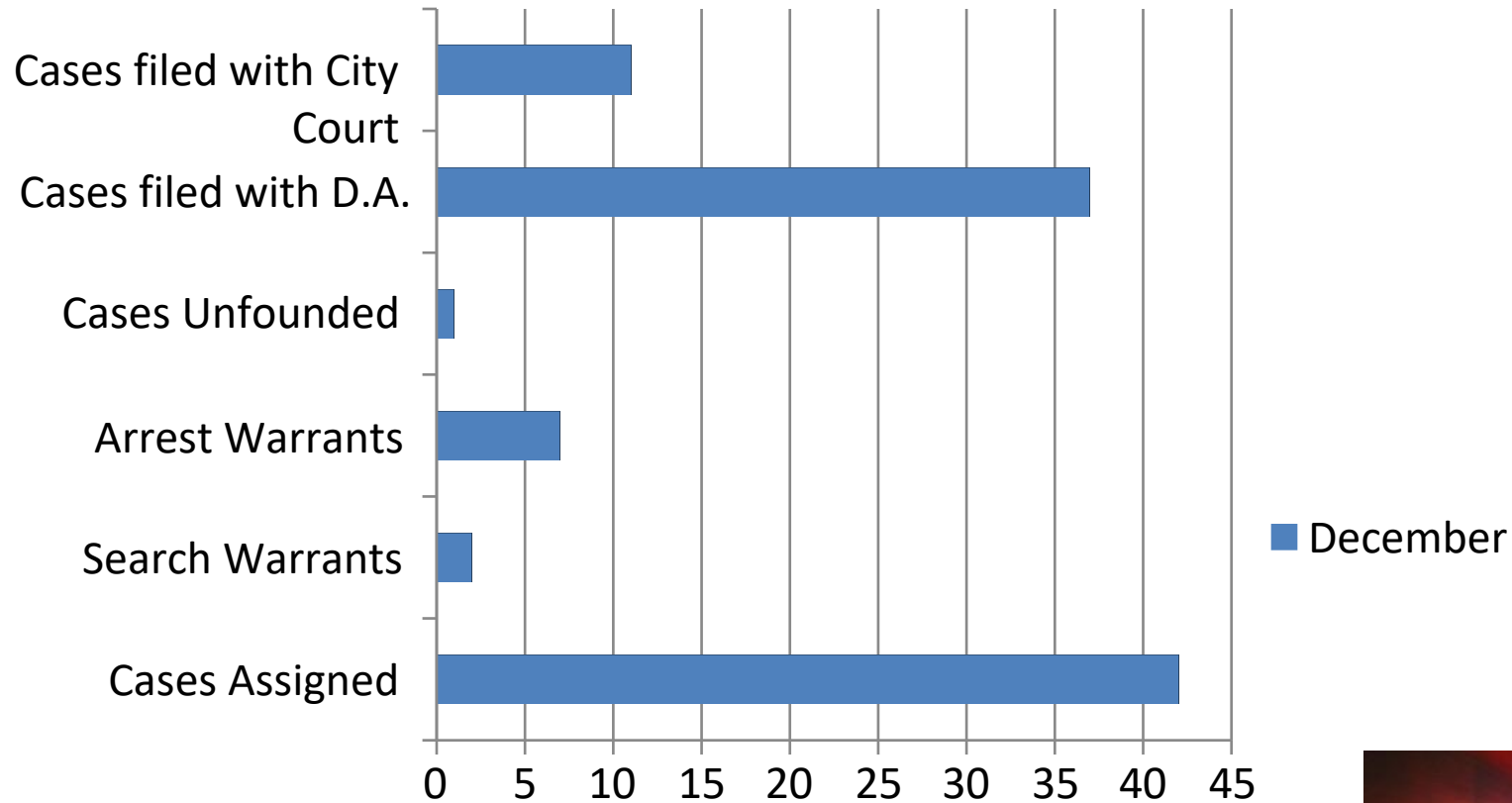
Community Engagement December 2021

Social Media Posts, Facebook Followers 11,415.

Events attended by Kaufman Police Department employees:

- Regional Police Academy Graduation for Officers Bedsworth and Spears.
- Christmas Lighted Parade and Christmas on the Square.
- Gift of Hope event.
- New Officers Badge Pinning at City Council Meeting.
- Gift Delivery to Sunflower Park Nursing Home.
- First Responders Food Drive for Kaufman Help Center.



Kaufman Criminal Investigations Division
December 2021

	Cases Assigned	Search Warrants	Arrest Warrants	Cases Unfounded	Cases filed with D.A.	Cases filed with City Court
December	42	2	7	1	37	11





Year to Date - Offenses Known to Police for December 2021

Printed On: 1/12/2022

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	49	38	6.18	56	-12.50%
Firearm	7	5	0.88	4	75.00%
Knife	1		0.13	5	-80.00%
Other Weapons	1	1	0.13	5	-80.00%
Personal Weapons	40	32	5.04	42	-4.76%
Bribery, Total				1	-100.00%
Burglary/Breaking and Entering, Total	10	4	1.26	26	-61.54%
No Force	4	1	0.50	5	-20.00%
Force	6	3	0.76	21	-71.43%
Counterfeiting/Forgery, Total	3	1	0.38	22	-86.36%
Destruction/Damage/Vandalism of Property, Total	17	4	2.14	33	-48.48%
Drug/Narcotic Offenses, Total	167	162	21.08	147	13.61%
Drug Equipment Violations	36	36	4.54	46	-21.74%
Drug/Narcotic Violations	131	126	16.52	101	29.70%
Embezzlement, Total	1		0.13	3	-66.67%
Extortion/Blackmail, Total				1	-100.00%
Fraud Offenses, Total	10	4	1.26	14	-28.57%
False Pretense/Swindle/Confidence Game					-
Hacking/Computer Invasion					-
Identity Theft					-
Impersonation	8	3	1.01	11	-27.27%
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	1		0.13		-
Murder and Nonnegligent Manslaughter					-
Negligent Manslaughter	1		0.13		-
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 December 2021

Printed On: 1/12/2022

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	77	38	9.71	123	-37.40%
Motor Vehicle Theft, Total	11	4	1.39	17	-35.29%
Buses					-
Automobiles	8	3	1.01	14	-42.86%
Other Motor Vehicles	1		0.13	2	-50.00%
Trucks	1	1	0.13		-
Recreational Vehicles	1		0.13	1	0.00%
Pornography/Obscene Material, Total					-
Prostitution Offenses, Total					-
Assisting or Promoting Prostitution					-
Prostitution					-
Purchasing Prostitution					-
Robbery, Total				3	-100.00%
Firearm				2	-100.00%
Personal Weapons					-
Other Weapons				1	-100.00%
Knife					-
Sex Offenses, Total	6	2	0.76	4	50.00%
Fondling	4	1	0.50	1	300.00%
Rape	2	1	0.25	2	0.00%
Sexual Assault with an Object				1	-100.00%
Sodomy					-
Sex Offenses, Non-Forcible, Total					-
Incest					-
Statutory Rape					-
Stolen Property Offenses, Total	5	4	0.63	1	400.00%
Weapons Law Violations, Total	11	10	1.39	9	22.22%
Group A Offense, Total	370	272	46.66	460	-19.57%
Crimes Against Person, Total	57	41	7.19	60	-5.00%
Crimes Against Property, Total	135	59	17.02	244	-44.67%
Crimes Against Society, Total	178	172	22.45	156	14.10%
Officers Killed or Assaulted YTD	1			2	-50.00%

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 DECEMBER
2021

December 2021, Kaufman Animal Control Responded To-

- 51 Calls For Service
- 4 Follow-up Calls
- Warnings Issued – 10
- Citations Issued – 0
- Traps Set - 4

Animals Captured

On Calls – 3

On View – 1

Animals Turned Over

To Owner – 2

To Humane Society – 2

Dead Animals Recovered: - 4

Non-Domestic Animals Captured – 0





Development Services
January Monthly Report
Permits Issued: 12/01/2021-12/31/2021

Permit Title	Project Address	Credential Contacts	Permit Issued Date	Valuation	Project SQ. FT.	Total Fees Collected
2022 Food Permits	1619 E Mulberry St.	Jose Colunga (Business Manager)	12/13/2021 at 1:25 PM	0.00		\$555.00
2022 Food Permits	600 E Mulberry	Christopher Focken (Business Manager)	12/17/2021 at 4:01 PM	0.00		\$597.40
2022 Food Permits	1107 E Mulberry St., D	Jin Wook Lee (Business Manager)	12/17/2021 at 10:35 AM	0.00		\$216.30
2022 Food Permits	100 Old Rail Road , C	Heng Li (Business Manager)	12/15/2021 at 11:11 AM	0.00		\$278.10
2022 Food Permits	700 S Washington St.	Phally Penn (Business Manager)	12/10/2021 at 4:12 PM	0.00		\$210.00
2022 Food Permits	900 W Grove St.	Margie Castaneda (Business Manager)	12/10/2021 at 12:03 PM	0.00		\$206.00
2022 Food Permits	5473 W Hwy 175	Kim Ly (Business Manager)	12/14/2021 at 4:23 PM	0.00		\$370.80
2022 Food Permits	1900 E Hwy 175	Major Lori Compton (Business Manager)	12/14/2021 at 4:27 PM	0.00		\$200.00
2022 Food Permits	1603 S Washington St.	Ismael Carrera (Business Manager)	12/10/2021 at 9:54 AM	0.00		\$375.00
2022 Food Permits	4626 Co Rd 220	Lee Ann Hammond(Business Manager)	12/15/2021 at 4:24 PM	0.00		\$400.00
2022 Food Permits	850 Ed Hall Dr.	Patricia Jackson (Business Manager)	12/15/2021 at 11:14 AM	0.00		\$235.00
2022 Food Permits	209 N Hwy 34	Antonia Zavala (Business Manager)	12/21/2021 at 8:26 AM	0.00		\$210.00
2022 Food Permits	2205 S Washington St.	Alexandra Velasquez (Business Manager)	12/14/2021 at 3:41 PM	0.00		\$205.00
2022 Food Permits	1000 S Houston St.	Vonda Jones (Business Manager)	12/15/2021 at 3:54 PM	0.00		\$200.00
2022 Food Permits	3205 S Houston St.	Vonda Jones (Business Manager)	12/15/2021 at 3:51 PM	0.00		\$200.00
2022 Food Permits	3205 S Houston St.	Vonda Jones (Business Manager)	12/15/2021 at 11:46 AM	0.00		\$200.00
2022 Food Permits	905 S Madison St.	Vonda Jones (Business Manager)	12/15/2021 at 11:20 AM	0.00		\$200.00
2022 Food Permits	1002 S Houston St.	Vonda Jones (Business Manager)	12/15/2021 at 10:58 AM	0.00		\$200.00
2022 Food Permits	215 W Mulberry St.	Stacey Flowers (Business Manager)	12/28/2021 at 2:16 PM	0.00		\$267.80
2022 Food Permits	211 W Mulberry	Stacey Flowers (Business Manager)	12/28/2021 at 2:08 PM	0.00		\$406.85
2022 Food Permits	300 E Cherry , A	Jose Salgado Bahena (Business Manager)	12/28/2021 at 11:23 AM	0.00		\$220.00
2022 Food Permits	2250 S Washington St.	Christopher Gracia (Business Manager)	12/23/2021 at 2:08 PM	0.00		\$300.00
2022 Food Permits	9 Oak Creek Dr., A	Jeremy John (Business Manager)	12/23/2021 at 2:02 PM	0.00		\$0.00
2022 Food Permits	919 Packard Drive	Dennis German (Business Manager)	12/23/2021 at 12:17 PM	0.00		\$412.00
2022 Food Permits	1500 S Washington St.	Joaquin Martinez (Business Manager)	12/30/2021 at 3:17 PM	0.00		\$247.20
2022 Food Permits	300 Kings Fort Pkwy.	DeAngelo Watson (Business Manager)	12/15/2021 at 4:47 PM	0.00		\$1,600.00
2022 Food Permits	4001 S Houston St.	Vonda Jones (Business Manager)	12/15/2021 at 10:53 AM	0.00		\$200.00
2022 Food Permits	1501 Royal	Vonda Jones (Business Manager)	12/15/2021 at 10:48 AM	0.00		\$200.00
2022 Food Permits	5026 CR 151	Vonda Jones (Business Manager)	12/15/2021 at 10:43 AM	0.00		\$200.00
2022 Food Permits	9 Oak Creek Dr., B	John Dumas (Business Manager)	12/15/2021 at 3:20 PM	0.00		\$0.00
Alcohol Beverage Permit	1002 E Mulberry St.	Mirza Akhtar(Business Manager)	12/15/2021 at 5:19 PM	0.00		\$60.00
Alcohol Beverage Permit	9 Oak Creek Dr., B	John Dumas (Business Manager)	12/15/2021 at 3:31 PM	0.00		\$175.00
Alcohol Beverage Permit	1603 S Washington St.	Ismael Carrera (Business Manager)	12/15/2021 at 4:46 PM	0.00		\$750.00
Commercial Building Tenant Finish Out	101 Kings Fort Pkwy.	Kha Phi (Kenny) Nguyen (General Contractor)	12/30/2021 at 10:42 AM	7000.00	2,800.00	\$12,069.38
Electric Permit	1301 Lewis Dr.	Randall Gardner (Electrical Contractor)	12/17/2021 at 12:06 PM	2300.00		\$82.40
Fence Permit	1613 Lee St.	Zane Young (Property Owner)	12/01/2021 at 8:50 AM	2700.00		\$82.40
Fence Permit	507 S Jefferson St.	Charles Stewart (General Contractor)	12/09/2021 at 12:02 PM	7100.00		\$82.40
Fence Permit	1304 E 1st North St.	Amber Nobles (Property Owner)	12/20/2021 at 10:10 AM	1500.00		\$82.40
Fence Permit	4051 Three Forks Rd.	Bryan Mendez (General Contractor)	12/23/2021 at 11:13 AM	700.00		\$82.40
Fence Permit	4049 Three Forks Rd.	Bryan Mendez (General Contractor)	12/23/2021 at 11:12 AM	700.00		\$82.40
Fence Permit	4047 Three Forks Rd.	Bryan Mendez (General Contractor)	12/23/2021 at 11:02 AM	700.00		\$82.40
Fence Permit	4045 Three Forks Rd.	Bryan Mendez (General Contractor)	12/23/2021 at 11:00 AM	700.00		\$82.40
Fence Permit	4043 THREE FORKS Rd.	Bryan Mendez (General Contractor)	12/23/2021 at 10:59 AM	700.00		\$82.40
Fence Permit	4039 Three Forks Rd.	Bryan Mendez (General Contractor)	12/23/2021 at 10:57 AM	700.00		\$82.40
Fence Permit	4105 Sublett Way	Bryan Mendez (General Contractor)	12/23/2021 at 10:55 AM	700.00		\$82.40
Fence Permit	4102 Spangler Ct.	Bryan Mendez (General Contractor)	12/23/2021 at 10:53 AM	700.00		\$82.40
Fire Alarm, Fire Lane, Fire Sprinkler, Fire Suppression (Vent-a-Hood)	2005 S Houston St.	Stephen Ashley Sanders (Fire Contractor)	12/20/2021 at 1:47 PM	9275.00		\$185.40
Foundation Repair	1300 S Clay St.	Rodrigo Ibarra-Segura (General Contractor)	12/03/2021 at 9:51 AM	4000.00		\$82.40
Marlow Liquor Store	1430 E Mulberry	Carl Marlow (General Contractor)	12/29/2021 at 8:31 AM	1908000.00	7,187.00	\$31,202.40
Plumbing Permit	4100 Dillard Ln.	David Farish (Plumbing Contractor)	12/09/2021 at 11:14 AM	1000.00		\$3,372.34
Plumbing Permit	1425 Crestview Dr.	Jerry Bacon (Plumbing Contractor)	12/08/2021 at 1:55 PM	700.00		\$82.40
Plumbing Permit	1002 S Wilson St.	Jose Trejo (Plumbing Contractor)	12/13/2021 at 3:13 PM	1500.00		\$82.40
Plumbing Permit	1301 Lewis Dr.	David Kirk (Plumbing Contractor)	12/17/2021 at 12:59 PM	1500.00		\$80.00
Relay Gas Service	504 N Hwy 34	Francisco Amaro (Plumbing Contractor)	12/08/2021 at 4:34 PM	3700.00		\$82.40
Residential Accessory/Carport Permit	1604 E Dellis St.	Jose Cabrera (Home Owner)	12/14/2021 at 11:55 AM	1000.00	-	\$82.40
Residential Addition, Remodel or Repair	102 Debra St.	Victor Bernal (General Contractor)	12/30/2021 at 3:25 PM	15000.00		\$1,026.91
Residential Addition, Remodel or Repair	606 W Grove St.	Chad Arrington (General Contractor)	12/09/2021 at 9:42 AM	14400.00		\$961.00
Residential Addition, Remodel or Repair	8 CLIMBING TREE Ln.	Ronnie Sherrard (General Contractor)	12/16/2021 at 4:13 PM	29000.00		\$82.40
Residential Addition, Remodel or Repair	1590 Anthony St.	Dylan Reinsmith (General Contractor)	12/20/2021 at 8:51 AM	20000.00		\$1,149.48
Residential New Permit	1303 S Jefferson St.	Cedric Tatum (General Contractor)	12/03/2021 at 1:47 PM	150000.00	2,406.00	\$2,197.51
Residential New Permit	3904 Holly Springs Ln.	Ruben Reyna (General Contractor)	12/20/2021 at 2:24 PM	361000.00	2,314.00	\$4,779.59
Residential New Permit	3924 Holly Springs Ln.	Ruben Reyna (General Contractor)	12/20/2021 at 2:35 PM	355000.00	2,485.00	\$4,830.89
Residential New Permit	3925 Holly Springs Ln.	Ruben Reyna (General Contractor)	12/20/2021 at 2:46 PM	398000.00	3,261.00	\$5,063.69
Residential New Permit	3835 Myrtle Way	Ruben Reyna (General Contractor)	12/20/2021 at 2:20 PM	375000.00	2,333.00	\$4,785.29
Residential New Permit	3900 Holly Springs Ln.	Ruben Reyna (General Contractor)	12/20/2021 at 1:39 PM	405000.00	2,757.00	\$4,912.49
Roof (Repair or Replace)	208 Callan St.	Robert Lloyd (General Contractor)	12/03/2021 at 12:16 PM	18985.00		\$80.00
Roof (Repair or Replace)	1506 S Houston St.	Robert Lloyd (General Contractor)	12/20/2021 at 10:24 AM	28372.00		\$80.00
Roof (Repair or Replace)	301 N Clay St.	Dwayne Brown (General Contractor)	12/21/2021 at 8:42 AM	4000.00		\$80.00
Roof (Repair or Replace)	1505 E 1ST NORTH ST.	Deven Billingslea (Roof Contractor)	12/29/2021 at 9:24 AM	15000.00		\$82.40
Sign Permit	2300 S Washington St.	James Watson (Sign Contractor)	12/22/2021 at 10:15 AM	43000.00		\$1,144.83
Sign Permit	3440 E Hwy 175	David Tobias (Sign Contractor)	12/22/2021 at 10:20 AM	2500.00		\$185.40
Sign Permit	1301 S Washington St.	Curtis Pinson (Sign Contractor)	12/22/2021 at 1:45 PM	5000.00		\$267.80
Sign Permit	1917 N Washington St.	Ramon Gonzalez (Sign Contractor)	12/07/2021 at 3:22 PM	3600.00		\$267.80
Sign Permit	200 E Mulberry St.	Michael Chambers (General Contractor)	12/15/2021 at 2:30 PM	345.00		\$144.00
Sign Permit	200 E Mulberry St.	Michael Chambers (General Contractor)	12/15/2021 at 2:35 PM	350.00		\$144.00
Sign Permit	1904 E Hwy 175	Greg Blazek (General Contractor)	12/13/2021 at 3:43 PM	6000.00		\$267.80
Sign Permit	1904 E Hwy 175	Greg Blazek (General Contractor)	12/13/2021 at 3:42 PM	13000.00		\$345.67
Solar Panel Permit	705 N Wilson St.	Tim Tyler (Electrical Contractor)	12/29/2021 at 9:29 AM	44923.00		\$539.90
Temporary Use Permit	1800 Rand Rd.	Candace Gillespie (Applicant)	12/15/2021 at 3:24 PM	0.00		\$103.00
Totals					25,543.00	\$91,929.62

JANUARY 2022

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

FEBRUARY 2022

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1 Planning & Zoning Meeting	2	3	4	5
6	7	8 KEDC	9	10 Parks & Rec Meeting	11	12
13	14	15 Chamber Banquet	16	17	18 Last Day to File for Election	19
20	21	22 KKBB	23	24	25	26
27	28 Regular City Council Meeting					

MARCH 2022

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

APRIL 2022

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 Council Retreat Parks & Rec Meeting	15 Council Retreat	16
17	18	19	20	21	22	23
24	25 Regular City Council Meeting Early Voting Begins	26 KKBB	27	28	29	30

MAY 2022

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

JUNE 2022

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