



AGENDA
REGULAR CITY COUNCIL MEETING
MONDAY, MARCH 21, 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](https://www.zoom.us/join)
(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, states Councilmembers present, and declares a quorum present.**

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

PROCLAMATION

1. Bubbles of Love Day - April 25th

PRESENTATION/ ACTION ITEM

2. Presentation by YWRD, P.C. regarding the City of Kaufman Fiscal Year 2020-2021 Financial Audit Report and discussion of the same.
 - a. Consider and take appropriate action on the acceptance of the Fiscal Year 2020-2021 Financial Audit Report.

CONSENT AGENDA

3. Consider and take appropriate action on the minutes from the February 28, 2022, Joint TIRZ #1, TIRZ #2 and Regular City Council meeting.

4. Consider and take appropriate action on Resolution R-12-22, a resolution of the City Council of the City of Kaufman, Texas, authorizing the City Manager to grant a Special Use Permit for the consumption, possession, and sale of beer and wine by vendors duly licensed in accordance with state law for the 2022 Red White & BOOM Event; and providing an effective date.
5. Consider and take appropriate action on Resolution R-13-22, a resolution of the City Council of the City of Kaufman, Texas, authorizing the City Manager to enter into an agreement with the Texas Department of Transportation to temporarily close State Highway 34 and E Fair Street on Saturday, July 2, 2022, from 8:00 a.m. until 11 p.m. for the purpose of the 2022 Red White & BOOM Parade; and providing for an effective date.
6. Consider and take appropriate action on Resolution R-14-22, a resolution of the City Council of the City of Kaufman, Texas, authorizing the City Manager to enter into an agreement with the Texas Department of Transportation to temporarily close State Highway 243 from Jefferson Street to Washington Street on Saturday, July 2, 2022, from 8:00 a.m. until 1:00 p.m. for the Red White & BOOM Event; and providing an effective date.
7. Consider and take appropriate action on Resolution R-15-22, a resolution of the City Council of the City of Kaufman, Texas, accepting public improvements for Tabor Parkway; and establishing the date for a two (2) year warranty period.
8. Consider and take appropriate action on the ratification of a contract with Pacheco Koch Consulting Engineering, LLC, to provide professional landscape architecture services related to the loop hike and bike trail master plan.

END OF CONSENT AGENDA

PUBLIC HEARING

9. Conduct a public hearing, consider, and take appropriate action on Ordinance O-05-22, an ordinance of the City Council of the City of Kaufman, Texas, granting a request to rezone approximately 2.05 acres from Agricultural/Open Space District (A/O) to Residential Townhouse District ("TH") for development of five (5) two-family duplex units. The property, located within the D. Falcon Survey, Abstract No. 151, is addressed as 4901 Lions Den Trail. (Z-02-22)
 - a. Presentation.
 - b. PUBLIC HEARING.
 - c. Consider and take appropriate action on Ordinance O-05-22.

DISCUSSION/ACTION ITEMS

10. Consider and take appropriate action on Ordinance O-06-22, an ordinance of the City Council of the City of Kaufman, Texas, repealing Ordinance Nos. O-31-02, O-07-03, and O-23-08 and adopting new City park usage fees, to be included within the City's Master Fee Schedule and on file in the Office of the City Secretary; and providing an effective date.

11. Consider and take appropriate action on Resolution R-16-22, a resolution of the City Council of the City of Kaufman, Texas, committing the City to provide local matching funds to secure and complete the FEMA Hazard Mitigation Grant Projects; authorizing the Mayor and City Manager to be the Chief Executive Officers and Authorized Representatives on behalf of the City; and providing an effective date.
12. Consider and take appropriate action on the potential need for adoption of a wastewater impact fee.
13. Consider and take appropriate action on a contract with Greenspot for EV charging stations and authorize the City Manager to negotiate related terms and to execute necessary documents.
14. Consider and take appropriate action of Ordinance O-07-22, an ordinance of the City Council of the City of Kaufman, Texas, finding that a public necessity exists to acquire a permanent drainage easement over, under and across a 0.175 acre (approximately 7,631 square feet) of land situated in the Thomas Beedy Survey, Abstract No. 21, Kaufman County, Texas, and being a portion of a tract of land described in a Deed to Joseph And Emely Ortillo, recorded in Volume 5222, Page 223, Deed Records of Kaufman County, the drainage easement necessary for public utilities purposes and other public uses, which property is located in the City of Kaufman, Kaufman County, Texas; providing notice of an official determination to acquire interests in the property for utilities purposes and other public uses; authorizing and delegating authority to the City Manager or his designee to obtain the necessary appraisal reports and make bona fide offers of just compensation for the herein described properties; ratifying prior documents made and actions taken for acquisition of the property interests herein described; authorizing and delegating authority to the City Attorney to institute eminent domain proceedings on behalf of the City for the acquisition of the properties herein described if negotiations are unsuccessful; appropriating funds from a lawful source; providing a cumulative repealer clause; providing a severability clause; and providing an effective date
15. Consider and take appropriate action Ordinance O-08-22, an Ordinance of the City Council of the City of Kaufman finding that a public necessity exists to acquire a permanent drainage easement over, under and across a tract of land situated in the Thomas Beedy Survey, Abstract No. 21, Kaufman County, Texas, and being a portion of a tract of land described in a Deed to D. G. Council as recorded in Volume 2285, Page 51, of Official Public Records of Kaufman County, and being a portion of Lot 21 Harmony Estates, an Addition to the City of Kaufman, Kaufman County, Texas according to the plat thereof recorded in Cabinet 1, Envelope 652, Plat Records, Kaufman County, Texas, the drainage easement being necessary for public utilities purposes and other public uses; providing notice of an official determination to acquire interests in the property for utilities purposes and other public uses; authorizing and delegating authority to the City Manager or his designee to obtain the necessary appraisal reports and make bona fide offers of just compensation for the herein described properties; ratifying prior documents made and actions taken for acquisition of the property interests herein described; authorizing and delegating authority to the City Attorney to institute eminent domain proceedings on behalf of the City for the acquisition of the properties herein described if negotiations are unsuccessful; appropriating funds from a lawful source; providing a cumulative repealer clause; providing a severability clause; and providing an effective date.

ANNOUNCEMENTS AND REPORTS FROM CITY MANAGER

16. Receive an update and discussion regarding the following:
 - a. Sales Tax Update
 - b. TPWD Grant Update
 - c. Discussion Items Report (DIR)
 - d. STAR Transit Ridership Report- February 2022
 - e. Careflite Compliance Report- February 2022
 - f. Fire Department Monthly Report- February 2022
 - g. Police Department Monthly Report- February 2022
 - h. Development Services Monthly Report- February 2022
 - i. Monthly Calendars Attached

EXECUTIVE SESSION

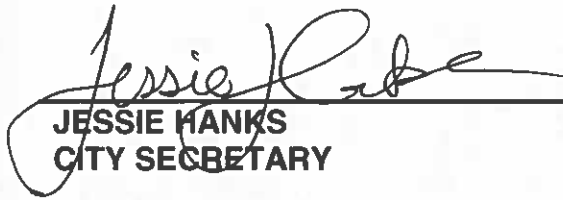
17. The City Council will recess into Executive Session pursuant to Texas Government Code for an executive session regarding the following:
 - a. Texas Government Code §551.071(2): Consultation with Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary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

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

18. 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, MARCH 18, 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.



City of Kaufman

Proclamation

WHEREAS, Parental Alienation deprives children of their right to love and be loved by their whole family and it is very damaging to children, and

WHEREAS, behaviors such as speaking negatively about a parent to, or in front of, a child can destroy the bond between a loving parent and child, and

WHEREAS, awareness to this issue creates education and understanding to better the lives of the children in our community, and

WHEREAS, April is National Child Abuse Prevention Month and Parental Alienation is considered a form of child psychological abuse, and

WHEREAS, this year is the 17th annual Parental Alienation Awareness Day and the caring citizens of our community will gather together and join others around the world to blow Bubbles of Love to symbolize that "As bubbles flow freely, so should the natural love that a child has for both parents and both sides of their family;"

NOW, THEREFORE, I, Jeff Jordan, Mayor of the City of Kaufman, do hereby proclaim April 25, 2022, as:

Bubbles of Love Day and Parental Alienation Awareness Day

IN WHITNESS WHEREOF, I have set my hand and caused the Seal of the City to be affixed this 21st day of March, 2022.

Jeff Jordan, Mayor, City of Kaufman



**MINUTES OF THE
JOINT MEETING BETWEEN
TAX INCREMENT REINVESTMENT ZONE #1 (TIRZ #1),
TAX INCREMENT REINVESTMENT ZONE #2 (TIRZ #2),
& KAUFMAN CITY COUNCIL MEETING MONDAY,
FEBRUARY 28, 2022 - 6:00 PM
CITY HALL COUNCIL CHAMBERS
209 S. WASHINGTON STREET
KAUFMAN, TEXAS 75142**

PLEDGE OF ALLEGIANCE

CALL MEETING TO ORDER

Council: Mayor calls the Meeting to order, states the date and time, state Councilmembers present, and declares a quorum present.**

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

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

Mayor Jordan called the City Council meeting to order at 6:00 PM. Councilmembers present were Jeff Jordan, Patty Patterson, Lisa Parker, Matt Phillips, Carole Aga, and Barry Ratcliffe. Councilmember Jeff Council joined the meeting via zoom at 6:10 PM. Mayor Jordan declared a quorum present.

Chairman Jordan called TIRZ #1 meeting to order at 6:00 PM. Board members present were Jeff Jordan, Matt Phillips, Barry Ratcliffe, and Charles Gillenwater. Board Member Mike Hunt was absent. Chairman Jordan declared a quorum present.

Chairman Jordan called TIRZ #2 meeting to order at 6:00 PM. Board members present were Jeff Jordan, Matt Phillips, Barry Ratcliffe, Carole Aga, Patty Patterson, and Lisa Parker. Board members Jeff Council, Ray Raymond, Ken Cates, and Mike Hunt were absent. Chairman Jordan declared a quorum present.

Also present were City Manager Mike Slye, Assistant City Manager Mike Holder, City Attorney Emily Bowlin, City Secretary Jessie Hanks, Finance Director Mary Wennerstrom, KEDC Executive Director Stewart McGregor, Planning Manager Andrew Bogda, Fire Chief Ronnie Davis, Fire Captain Jeremy Hatcher, Police Chief Dana Whitaker, and Police Captain Les Edwards.

The following election candidates were also present: Marshall Park, Bobbie Willoughby, Charles Gillenwater, Thomas "Quattro" Borders, and Ashlea Longenecker.

TIRZ #1 ITEMS

1. Consider and make a recommendation to the City Council on the FY-21 Tax Increment Reinvestment Zone #1 Annual Report.

Josh Arendt, TIRZ Manager with Municap, Inc., presented the FY-21 Tax Increment Reinvestment Zone #1 annual report.

Board member Gillenwater made a motion to recommend approval of the FY-21 Tax Increment Reinvestment Zone #1 annual report. The motion was seconded by Board member Ratcliffe and passed 4/0.

TIRZ #1 ADJOURNMENT

Chairman Jordan adjourned the TIRZ #1 meeting at 6:05 PM.

TIRZ #2 ITEMS

2. Consider and make a recommendation to the City Council on the FY-21 Tax Increment Reinvestment Zone #2 Annual Report.

Josh Arendt, TIRZ Manager with Municap, Inc., presented the FY-21 Tax Increment Reinvestment Zone #2 annual report.

Board member Aga made a motion to recommend approval of the FY-21 Tax Increment Reinvestment Zone #2 annual report. The motion was seconded by Board member Phillips and passed 6/0.

TIRZ #2 ADJOURNMENT

Chairman Jordan adjourned the TIRZ #2 meeting at 6:07 PM.

DISCUSSION/ACTION ITEMS

17. Consider and take appropriate action on the FY-21 Tax Increment Reinvestment Zone #1 Annual Report.

Councilmember Phillips made a motion to approve the FY-21 Tax Increment Reinvestment Zone #1 Annual Report as presented. The motion was seconded by Councilmember Aga and passed 6/0.

18. Consider and take appropriate action on the FY-21 Tax Increment Reinvestment Zone #2 Annual Report.

Councilmember Parker made a motion to approve the FY-21 Tax Increment Reinvestment Zone #2 Annual Report as presented. The motion was seconded by Mayor Pro-Tem Patterson and passed 6/0.

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.

RECOGNITION/PRESENTATION

3. Republic Services- Inclusive Park Sponsorship

Joanna Fritz, Municipal Sales Manager with Republic Services, presented the Council with a \$5,000

check for the Inclusive Park.

4. Introduction of new Planning Manager - Andrew Bogda

Mr. Slye introduced Andrew Bogda who is the new Planning Manager for the City of Kaufman. Mr. Bogda briefly introduced himself to the Council.

5. Certificate of Achievement for Excellence in Financial Reporting- Mary Wennerstrom

Mayor Jordan recognized Mary Wennerstrom for receiving the Certificate of Achievement for Excellence in Financial Reporting.

6. Drawing for place on ballot - General Election - May 7, 2022

Ms. Hanks conducted the drawing for place on ballot for the May 7, 2022, General Election.

REPORTS

7. Receive an update and discussion regarding the following:

a. The Annual Report for the Kaufman Fire Department for the Calendar Year 2021.

Chief Davis and Captain Hatcher presented and reviewed the 2021 annual report for the Kaufman Fire Department.

b. The Annual Crime Report for the Kaufman Police Department for the Calendar Year 2021.

Chief Whitaker presented and reviewed the 2021 Annual Crime Report for the Kaufman Police Department.

CONSENT AGENDA

8. Consider and take appropriate action on the minutes from January 24, 2022, Regular City Council meeting.

9. Consider and take appropriate action on Resolution R-06-22, a resolution of the City Council of the City of Kaufman, Texas, authorizing continued participation with the Steering Committee of Cities Served by Oncor; authorizing the payment of ten cents per capita to the steering committee to fund regulatory and legal proceedings and activities related to Oncor Electric Delivery Company, LLC; and providing an effective date.

10. Consider and take appropriate action on Resolution R-07-22, a resolution of the City Council of the City of Kaufman, Texas, authorizing the award for a management services provider for the 2022 Texas Hazard Mitigation Assistance Grant application and project implementation; and providing an effective date.

11. Consider and take appropriate action on Resolution R-08-22, a resolution of the City Council of the City of Kaufman, Texas, authorizing the award for engineering services provider for the 2022 Texas Hazard Mitigation Assistance Grant application and project implementation; and providing an effective date.

12. Consider and take appropriate action on Resolution R-09-22, a resolution of the City Council of the City of Kaufman, Texas, accepting public improvements of a waterline for Lion's Den Self

Storage and establishing the date for a two (2) year warranty period.

Mayor Pro-Tem Patterson made a motion to approve Consent Agenda items 8 through 12 as presented. The motion was seconded by Councilmember Ratcliffe and passed 7/0.

END OF CONSENT AGENDA

PUBLIC HEARING

13. Conduct a Public Hearing regarding the submission of a Planning and Capacity Building Fund (TxCDBG) grant application to the Texas Department of Agriculture.

Mayor Jordan opened the public hearing at 6:40 PM.

Mr. Slye outlined the purpose of the public hearing as well as the purpose of the application.

There being no other speakers present, Mayor Jordan closed the public hearing at 6:43 PM.

DISCUSSION/ACTION ITEMS

14. Consider and take appropriate action on Resolution R-10-22, a resolution of the City Council of the City of Kaufman, Texas, authorizing the submission of a Texas Community Development Block Grant Program, Planning Capacity and Building fund application to the Texas Department of Agriculture and authorizing the Mayor and City Manager to act as the City's executive officers and authorized representatives in all matters pertaining to the City's participation in the Texas Community Development Block Grant Program; and providing an effective date.

Councilmember Phillips made a motion to approve Resolution R-10-22 as presented. The motion was seconded by Councilmember Parker and passed 7/0.

15. Consider and take appropriate action on Resolution R-11-22, a resolution of the City Council of the City of Kaufman, Texas, authorizing the Mayor or his designee to execute the Texas Subdivision and Special District Election and Release Form for submission to the Office of the Attorney General relative to the Endo/Par/Teva settlements and any future release election and release forms required as part of the Texas State-Wide Opioid Settlement Agreement led by the Texas Attorney General; and providing an effective date.

Ms. Bowlin outlined the resolution and what it means for the city. There were discussions on the use of funds and settlements.

Councilmember Ratcliffe made a motion to approve Resolution R-11-22 as presented. The motion was seconded by Councilmember Aga and passed 7/0.

16. Consider and take appropriate action on Ordinance O-04-22, an ordinance of the City Council of the City of Kaufman, Texas, amending subsection 2-62(b), "Adoption of City of Kaufman Job Grade Classification and Compensation Plan", of Section 2-62, "Personnel Policies; Job Classification", of Article II, "Officers And Employees", of Chapter 2, "Administration" of the Code of Ordinances of the City of Kaufman to provide for the adoption of the Job Grade Classification, Compensation Plan, and Step Schedule as an amended Exhibit "B" to subsection 2-62(b), setting forth Grades and Annual Salary Ranges for City employees; and providing an effective date.

Mr. Holder informed the Council regarding the proposed amendment of the job classification for the

city.

Councilmember Aga made a motion to approve Ordinance O-04-22 as presented. The motion was seconded by Mayor Pro-Tem Patterson and passed 7/0.

19. Consider and take appropriate action on a contract with Jantech Solutions for Managed Information Technology services; and authorizing the City Manager or his designee to execute necessary documents.

Mr. Holder outlined the Request for Proposal process for the IT services. He reviewed the proposed contract with Jantech Solutions.

Councilmember Aga made a motion to approve a contract with Jantech Solutions for Managed Information Technology services, and authorize the City Manager or his designee to execute the necessary documents. The motion was seconded by Mayor Pro-Tem Patterson and passed 7/0.

20. Discussion and staff direction on a potential ordinance regarding murals in the City of Kaufman.

Mr. Slye explained to the Council that the downtown merchants approached the City regarding murals on the downtown square.

Councilmember Phillips made a motion to direct staff to move forward with creating an ordinance regarding murals in the City of Kaufman. The motion was seconded by Councilmember Parker and passed 7/0.

21. Discussion and staff direction on the purchase and installation of a recording or streaming camera system for the Council Chambers.

Mr. Slye discussed the option of purchasing and installing a recording or streaming camera system for the Council Chambers. Council directed staff to not move forward with this item at this time but would like to discuss further during the Council retreat.

APPOINTMENT

22. 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 2023.

Mayor Jordan made a motion to appoint Dennis Barry to serve on the Planning and Zoning Commission for the unexpired remainder of a two (2) year term through November 2023. The motion was seconded by Mayor Pro-Tem Patterson and passed 7/0.

ANNOUNCEMENTS AND REPORTS FROM CITY MANAGER

23. Receive an update and discussion regarding the following:
 - a. South Water Tower Rehab Update
 - b. March City Council Meeting- March 21

- c. Kaufman County Days- March 27 & 28
- d. Council Retreat- April 14 & 15 at Kaufman Civic Center
- e. Special City Council Meeting- Election Canvass- May 16
- f. Performance Measures- 2021 Annual
- g. Discussion Items Report (DIR)
- h. STAR Transit Ridership Report- January 2022
- i. Careflite Compliance Report- January 2022
- j. Fire Department Monthly Report- January 2022
- k. Police Department Monthly Report- January 2022
- l. Development Services Monthly Report- January 2022
- m. Monthly Calendars Attached

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

EXECUTIVE SESSION

Mayor Jordan recessed into Executive Session at 7:06 PM.

- 24. 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, PID # 28629
 - b. Texas Government Code §551.071(2): Consultation with Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act re: Wholesale Water Contracts

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

Mayor Jordan reconvened into open session at 7:32 PM.

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

Councilmember Ratcliffe made a motion to withdraw the city's offer regarding 205 S. Jackson. The motion was seconded by Councilmember Aga and passed 6/0.

ADJOURNMENT

There being no further business, Mayor Jordan adjourned the meeting at 7:33 PM.

ATTEST:

JEFF JORDAN
MAYOR

JESSIE HANKS
CITY SECRETARY



Meeting
Date: 3/21/2022

Date: 03/09/2022

Item #: 4.

Dept.: Administration

Resolution

SUBJECT:

Consider and take appropriate action on Resolution R-12-22, a resolution of the City Council of the City of Kaufman, Texas, authorizing the City Manager to grant a Special Use Permit for the consumption, possession, and sale of beer and wine by vendors duly licensed in accordance with state law for the 2022 Red White & BOOM Event; and providing an effective date.

BACKGROUND:

This resolution is for the purpose of allowing alcohol consumption, possession, and sale of beer and wine for the Kaufman Red White & BOOM Event. The Code of Ordinance allows the City Manager to grant a Special Use Permit for beer and wine at City-Sponsored events. The city will be partnering with Cedar Creek Brewery to provide beer for the event.

The schedule of event would be to have the parade at 9:00 a.m. After the parade, head to the square to enjoy shopping downtown and a car show. In-N-Out will be set up on the square from 11:00 AM-1:00 PM serving burgers to the first 1000 people for free.

The gates at the Sports Complex will open at 4:00 PM at the cost of \$20.00 per carload. There will be food vendors, bounce houses, water slides, Petting Zoo and outdoor yard games for the kids and families to play.

4:00-4:45 The Storey Boys
5:00-6:00 Darrin Morris Band
6:15-7:45 The Marcus Lindsey Band
8:00-9:30 Curtis Grimes

Author:
Jessie Hanks, City Secretary

Reviewed:
Mike Slye, City Manager

Cost:

Funds Available:

Source:

Recommendation: Staff recommends approval of Resolution R-12-22 as presented.

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

RESOLUTION R-12-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KAUFMAN, TEXAS, AUTHORIZING THE CITY MANAGER TO GRANT A SPECIAL USE PERMIT FOR THE CONSUMPTION, POSSESSION, AND SALE OF BEER AND WINE BY VENDORS DULY LICENSED IN ACCORDANCE WITH STATE LAW FOR THE 2022 RED WHITE & BOOM EVENT; PROVIDING FOR THE INCORPORATION OF PREMISES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to allow alcohol sales at the Kaufman Sports Complex on July 2, 2022 for the annual Red White & BOOM event; and

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

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

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

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

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

SECTION 2. The City Council does hereby authorize the City Manager to grant a special use permit for the consumption, possession, and sale of beer and wine by vendors duly licensed in accordance with state law for the 2022 Red White & BOOM Event.

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

PASSED AND APPROVED on this the 21st day of March, 2022.

JEFF JORDAN
MAYOR

ATTEST:

JESSIE HANKS
CITY SECRETARY

APPROVED AS TO FORM:

**PATRICIA ADAMS
CITY ATTORNEY**



Meeting
Date: 3/21/2022

Date: 03/09/2022

Item #: 5.

Dept.: Administration

Resolution

SUBJECT:

Consider and take appropriate action on Resolution R-13-22, a resolution of the City Council of the City of Kaufman, Texas, authorizing the City Manager to enter into an agreement with the Texas Department of Transportation to temporarily close State Highway 34 and E Fair Street on Saturday, July 2, 2022, from 8:00 a.m. until 11 p.m. for the purpose of the 2022 Red White & BOOM Parade; and providing for an effective date.

BACKGROUND:

The City of Kaufman will be hosting the Annual Independence Celebration Parade on Saturday, July 2nd, beginning at 9:00 a.m. This resolution is for the purpose of requesting permission for TxDot to close SH 34 and E Fair Street for the Red, White, & Boom Parade. The parade will begin at the Civic Center, head down Washington St, and end at Shannon Park. Registration is REQUIRED this year to assist staff with the crowd and traffic.

Author:
Jessie Hanks, City Secretary

Reviewed:
Mike Slye, City Manager

Cost:

Funds Available:

Source:

Recommendation: Staff recommends approval of Resolution R-13-22 as presented.

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

RESOLUTION NO. R-13-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KAUFMAN, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION TO TEMPORARILY CLOSE STATE HIGHWAY 34 AND EAST FAIR STREET ON JULY 2, 2022 FROM 8:00 A.M. UNTIL 11:00 A.M. FOR THE PURPOSE OF THE 2022 RED, WHITE & BOOM PARADE; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, this event serves a public purpose to the City of Kaufman, it's citizens and visitors to our City.

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

SECTION 1. The City Council does hereby authorize the City Manager to enter into an agreement with the Texas Department of Transportation for the Temporary Closure of State Right-of-Way to temporarily close State Highway 34 and East Fair Street on Saturday, July 2, 2022 for the Red, White & BOOM parade.

SECTION 2. The Agreement of the Temporary Closure of State Right-of-Way is hereby attached as "Exhibit A".

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

PASSED AND APPROVED on this the 21st day of March, 2022.

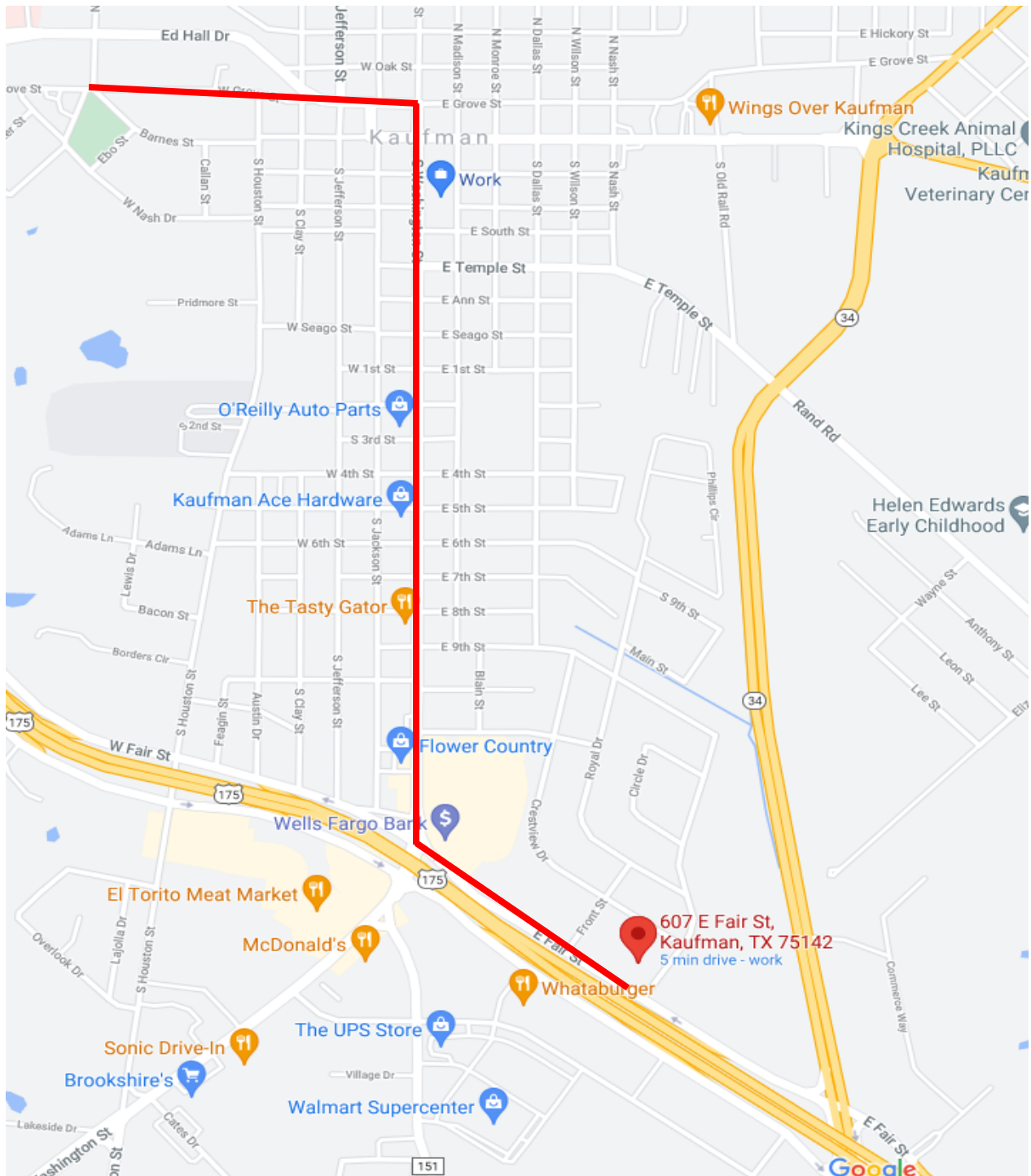
**JEFF JORDAN
MAYOR**

ATTEST:

**JESSIE HANKS
CITY SECRETARY**

APPROVED AS TO FORM:

**PATRICIA A. ADAMS
CITY ATTORNEY**





April 26, 2022

Mr. Lane Selman, P.E.
Area Engineer
Texas Department of Transportation
3260 FM 2728
Kaufman, Texas 75142

Re: Annual Independence Celebration

Dear Mr. Selman:

The City of Kaufman hosts the Annual Independence Celebration parade every year.

On behalf of the City of Kaufman, I am requesting approval from the Texas Department of Transportation (TxDOT) to incorporate E Fair Street (HWY 175 Frontage Road) and State Highway 34 (Washington Street) as part of the parade route in accordance with 43 T.A.C. § 22.12 (g) (4). The parade will actually be held on **Saturday, July 2nd**, beginning at **9:00 a.m.** and will last no more than two (2) hours from start to finish. This year the anticipated parade route will be as follows:

Begin at Kaufman Civic Center located at 607 E Fair Street,
Travel east on E Fair Street,
Travel north on Washington Street to the Courthouse Square,
Travel west on Grove Street, and
End at Shannon Park on Shannon Street next to the American Legion Post #165.

The Kaufman Police Department will be stationed along the parade route to direct traffic as needed. The Police Department will utilize authorized law enforcement personnel for this routine traffic control event and assumes responsibility for traffic control to protect and direct all parties involved.

If you have any questions, please do not hesitate to contact me at the City of Kaufman at (972) 932-2216. I look forward to hearing from you.

Respectfully,

Jessie Hanks
City Secretary

Enclosures



Meeting
Date: 3/21/2022

Date: 03/09/2022

Item #: 6.

Dept.: Administration

Resolution

SUBJECT:

Consider and take appropriate action on Resolution R-14-22, a resolution of the City Council of the City of Kaufman, Texas, authorizing the City Manager to enter into an agreement with the Texas Department of Transportation to temporarily close State Highway 243 from Jefferson Street to Washington Street on Saturday, July 2, 2022, from 8:00 a.m. until 1:00 p.m. for the Red White & BOOM Event; and providing an effective date.

BACKGROUND:

The City of Kaufman will be holding a car show and In & Out Burgers on the square for the Red White & BOOM event. The car show will begin setting up at 8 a.m. After the parade goes through the square, the car show will open to the public at 10 a.m. Beginning at 11 a.m., In & Out will serve free burgers to the first 1,000 attendees. This resolution is for the request to close SH 243 around the square from 8:00 am to 1: 00 pm.

Author:
Jessie Hanks, City Secretary

Reviewed:
Mike Slye, City Manager

Cost:

Funds Available:

Source:

Recommendation: Staff recommends approval of Resolution R-14-22 as presented.

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

RESOLUTION R-14-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KAUFMAN, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION TO TEMPORARILY CLOSE STATE HIGHWAY 243 FROM JEFFERSON STREET TO WASHINGTON STREET ON SATURDAY, JULY 2, 2022, FROM 8:00 A.M. UNTIL 1:00 P.M. FOR THE RED, WHITE & BOOM EVENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to formally enter into an agreement with the Texas Department of Transportation to temporarily close SH-243 one-way traffic operation around the Kaufman County Courthouse in Kaufman, Texas; and

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

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

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

SECTION 1. The City Council does hereby authorize the City Manager to enter into an Agreement with the Texas Department of Transportation for the Temporary Closure of State Right-of-Way to temporarily close State Highway 243 from Jefferson Street to Washington Street on Saturday, July 2, 2022 for the Red, White & BOOM event.

SECTION 2. The Agreement of the Temporary Closure of State Right of Way is attached hereto and incorporated herein as "Exhibit A".

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

PASSED AND APPROVED on this the 21st day of March, 2022.

JEFF JORDAN
MAYOR

ATTEST:

JESSIE HANKS
CITY SECRETARY

APPROVED AS TO FORM:

**PATRICIA ADAMS
CITY ATTORNEY**

STATE OF TEXAS §
COUNTY OF KAUFMAN §

**AGREEMENT FOR THE TEMPORARY CLOSURE
OF STATE RIGHT OF WAY**

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the “State,” and the City of Kaufman, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the “local government.”

W I T N E S S E T H

WHEREAS, the State owns and operates a system of highways for public use and benefit, including SH 243, in Kaufman, County; and

WHEREAS, the local government has requested the temporary closure of SH 243 (One way traffic operation around the Kaufman County Courthouse) for the purpose of the Kaufman Independence Day Event, from Jefferson St. to Washington St. as described in the attached “Exhibit A,” hereinafter identified as the “Event;” and

WHEREAS, the Event will be located within the local government’s incorporated area; and

WHEREAS, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State’s right of way will be performed within the State’s requirements; and

WHEREAS, on the 25th day of April, 2022, the Kaufman City Council passed Resolution No. R-XX-22, attached hereto and identified as “Exhibit B,” establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

WHEREAS, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

A G R E E M E N T

Article 1. CONTRACT PERIOD

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

Article 2. EVENT DESCRIPTION

The physical description of the limits of the Event, including county names and highway numbers, the number of lanes the highway has and the number of lanes to be used, the proposed schedule of start and stop times and dates at each location, a brief description of the proposed activities involved, approximate number of people attending the Event, the number and types of animals and equipment, planned physical modifications of any man-made or natural features in or adjacent to the right of way involved shall be attached hereto along with a location map and identified as "Exhibit C."

Article 3. OPERATIONS OF THE EVENT

A. The local government shall assume all costs for the operations associated with the Event, to include but not limited to, plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signing.

B. The local government shall submit to the State for review and approval the construction plans, if construction or modifications to the State's right of way is required, the traffic control and signing plans, traffic enforcement plans, and all other plans deemed necessary by the State. The State may require that any traffic control plans of sufficient complexity be signed, sealed and dated by a registered professional engineer. The traffic control plan shall be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices. All temporary traffic control devices used on state highway right of way must be included in the State's Compliant Work Zone Traffic Control Devices List. The State reserves the right to inspect the implementation of the traffic control plan and if it is found to be inadequate, the local government will bring the traffic control into compliance with the originally submitted plan, upon written notice from the State noting the required changes, prior to the event. The State may request changes to the traffic control plan in order to ensure public safety due to changing or unforeseen circumstances regarding the closure.

C. The local government will ensure that the appropriate law enforcement agency has reviewed the traffic control for the closures and that the agency has deemed them to be adequate. If the law enforcement agency is unsure as to the adequacy of the traffic control, it will contact the State for consultation no less than 10 workdays prior to the closure.

D. The local government will complete all revisions to the traffic control plan as requested by the State within the required timeframe or that the agreement will be terminated upon written notice from the State to the local government. The local government hereby agrees that any failure to cooperate with the State may constitute reckless endangerment of the public and that the Texas Department of Public Safety may be notified of the situation as soon as possible for the appropriate action, and failing to follow the traffic control plan or State instructions may result in a denial of future use of the right of way for three years.

E. The local government will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.

F. The local government will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right of way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The local government will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the local government shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.

G. The local government hereby assures the State that there will be appropriate passage

allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the local government's traffic control plan.

H. The local government will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right of way and restore or repair the State's right of way, including, but not limited to, roadway and drainage structures, signs, overhead signs, pavement markings, traffic signals, power poles and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural and cultural environment in accordance with federal and state law, including landscape and historical features.

Article 4. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the local government will remain the property of the local government. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

Article 5. TERMINATION

A. This agreement may be terminated by any of the following conditions:

- (1) By mutual written agreement and consent of both parties.
- (2) By the State upon determination that use of the State's right of way is not feasible or is not in the best interest of the State and the traveling public.
- (3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.
- (4) By satisfactory completion of all services and obligations as set forth herein.

B. The termination of this agreement shall extinguish all rights, duties, obligations, and liabilities of the State and local government under this agreement. If the potential termination of this agreement is due to the failure of the local government to fulfill its contractual obligations as set forth herein, the State will notify the local government that possible breach of contract has occurred. The local government must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the local government does not remedy the breach to the satisfaction of the State, the local government shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

Article 6. DISPUTES

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

Article 7. RESPONSIBILITIES OF THE PARTIES

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 8. INSURANCE

A. Prior to beginning any work upon the State's right of way, the local government and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period

that the local government and/or its contractors are encroaching upon the State right of way.
B. In the event the local government is a self-insured entity, the local government shall provide the State proof of its self-insurance. The local government agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

Article 9. AMENDMENTS

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the local government and the State.

Article 10. COMPLIANCE WITH LAWS

The local government shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right of way.

Article 11. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Article 12. NOTICES

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

Local Government:	State:
<u>City of Kaufman</u>	<u>Texas Department of Transportation</u>
<u>Jessie Hanks - City Secretary</u>	<u>Lane Selman, P.E. – Area Engineer</u>
<u>P. O. Box 1168</u>	<u>2750 S. Washington</u>
<u>Kaufman, Texas 75142</u>	<u>Kaufman, Texas 75142</u>

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

Article 13. SOLE AGREEMENT

This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

Agreement No. _____

THE CITY OF KAUFMAN

Executed on behalf of the local government by:

By _____ Date _____
City Official

Typed or Printed Name and Title Mike Slye
City Manager

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____
District Engineer

Exhibit A

April 26, 2022

Lane Selman, P.E., Area Engineer
Texas Dept. of Transportation
3260 FM 2728
Kaufman, TX 75142

Re: Formal Request for Closure of the Kaufman County Courthouse Square for the Kaufman Independence Day Event on Saturday, July 2, 2022

Dear Mr. Selman:

The City of Kaufman is formally requesting permission and/or a permit to close the Kaufman Courthouse Square on Saturday, July 4, 2022, beginning at 8:00 a.m. and ending at 1:00 p.m., for the Kaufman Independence Day Event. On Saturday, July 3, a car show will be setting up starting at 8:00 a.m. and will be utilizing the parking spaces in front of the businesses as well as along the feeder streets leading into the square. The following is a brief description of traffic control measures to be taken:

- The entire square shall be securely barricaded off to through traffic with Kaufman Police Department officers controlling traffic at the intersections of (1) Washington & Mulberry and (2) State Highway 243 and Jefferson.
- A State approved, temporary, electronic, message board shall be placed approximately 500 feet west of the State Highway 243 and U.S. Highway 175 split stating, "SH 243 CLOSED TO TRUCK TRAFFIC JULY 3rd - DETOUR TO SH 34," or more appropriate wording per your request.
- Detour Ahead signs shall be placed 500 feet from each detour location and detour signs with directional arrows shall be placed at each State Highway detour location along with officers from the Kaufman Police Department.

If you have any questions or need more information, please feel free to contact me at (972) 932-2216, ext. #107.

Respectfully,

Jessie Hanks
City Secretary

Attachments

Agreement No. _____

Exhibit B

RESOLUTION R-XX-22

Exhibit C

April 26, 2022

Lane Selman, P.E., Area Engineer
Texas Dept. of Transportation
3260 FM 2728
Kaufman, TX 75142

Re: Kaufman Independence Parade 2022 - Description of Events

Dear Mr. Selman:

The City of Kaufman, along with the Kaufman Chamber of Commerce, will host the Annual Independence Day Event and Parade on the Kaufman Courthouse Square (See attached maps and parade route details). We anticipate +/- 2,000 people to be in attendance at the event. This year the crowds will host a car show on the square.

The event will kick-off with a parade that will begin at approximately 9:00 a.m. Saturday, July 2, 2022 and is expected to last around two hours. The parade route is attached.

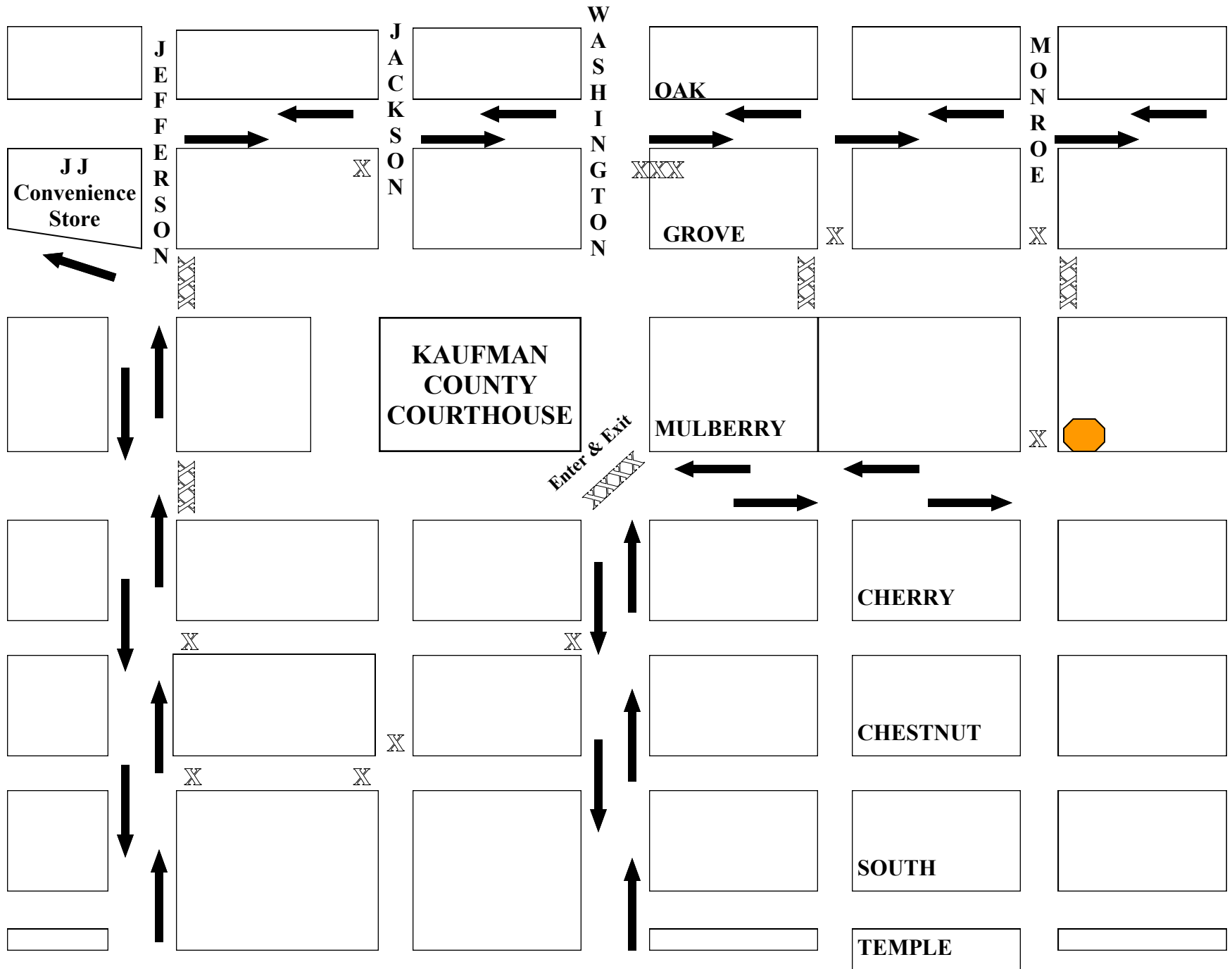
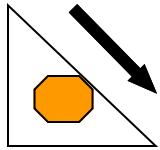
- The Parade will utilize ALL lanes of each highway during the event.
- The car show will begin setting up around the Square at approximately 8:00 a.m. on Saturday, July 2, 2022. On Saturday, the event will begin immediately following the conclusion of the parade and will last until 1:00 p.m.

If you have any questions or need more information, please feel free to contact me at (972) 932-2216, ext. #107.

Respectfully,

Jessie Hanks
City Secretary

Attachments



• DETOUR AHEAD SIGN

XXXX

BARRICADES to remain October 26th beginning at 4:03 a.m. through 12:00 a.m. on October 27th.



Meeting
Date: 3/21/2022

Date: 03/15/2022

Item #: 7.

Dept.: Administration

Resolution

SUBJECT:

Consider and take appropriate action on Resolution R-15-22, a resolution of the City Council of the City of Kaufman, Texas, accepting public improvements for Tabor Parkway; and establishing the date for a two (2) year warranty period.

BACKGROUND:

Author:
Mike Slye, City Manager

Reviewed:
Mike Slye, City Manager

Cost:

Funds Available:

Source:

Recommendation: Staff recommends approval of Resolution R-15-22 as presented.

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

RESOLUTION NO. R-15-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KAUFMAN, TEXAS ACCEPTING PUBLIC IMPROVEMENTS FOR TABOR PARKWAY; ESTABLISHING THE WARRANTY PERIOD FOR THE PUBLIC IMPROVEMENTS; PROVIDING FOR THE INCORPORATION OF PREMISES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City and Axis Contracting, Inc., (“Contractor”), entered into an agreement dated March 9, 2021, (the “Agreement”), pursuant to which Contractor was to construct certain public improvements in Tabor Parkway (the “Public Improvements”); and

WHEREAS, Contractor has constructed all required Public Improvements and City Council accepts the actual quantities and construction of said Public Improvements pursuant to final estimate; and

WHEREAS, having accepted the Public Improvements via the adoption of this Resolution, the City Council hereby establishes that the two (2) year warranty period for said Public Improvements commences as of the date of this Resolution; and

WHEREAS, a two (2) year maintenance bond covering the Public Improvements has been received by the City.

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

SECTION 1. That the foregoing recitals are true and correct and are incorporated herein.

SECTION 2. That effective as of the date of this Resolution, the City accepts the Public Improvements as approved by final inspection of City of Kaufman Public Works Department.

SECTION 3. That the City establishes the warranty period to be in effect commencing on March 21, 2022, the effective date of this Resolution, and remaining in full force and effect until March 21, 2024, at 12:00 a.m., midnight (24 months from the effective date of this Resolution). Further, pursuant to the terms of the Agreement, the City has received a maintenance bond that shall remain in effect throughout the warranty period established herein and shall guarantee repairs to the Public Improvements occurring within the warranting period.

PASSED AND APPROVED this 21st day of March, 2022.

JEFF JORDAN
MAYOR

ATTEST:

JESSIE HANKS
CITY SECRETARY

APPROVED AS TO FORM:

PATRICIA A. ADAMS
CITY ATTORNEY



Meeting
Date: 3/21/2022

Date: 03/14/2022

Item #: 8.

Dept.: Administration

Consent Agenda

SUBJECT:

Consider and take appropriate action on the ratification of a contract with Pacheco Koch Consulting Engineering, LLC, to provide professional landscape architecture services related to the loop hike and bike trail master plan.

BACKGROUND:

This initiative is to document a master hike & bike trail as we continue to develop residential neighborhoods in Kaufman.

Author:
Mike Slye, City Manager

Reviewed:
Mike Slye, City Manager

Cost:

Funds Available:

Source:

Recommendation: Staff recommends approval of the contract with Pacheco Koch for the Trail Master Plan.

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

March 4, 2022
PK No.: 0100

Michael T. Slye
City Manager
CITY OF KAUFMAN
209 South Washington Street
Kaufman, Texas 75142

Re: Professional Landscape Architecture Services
LOOP TRAIL MASTER PLAN
Kaufman, Kaufman County, Texas

Dear Mr. Slye:

Pacheco Koch Consulting Engineers, LLC, a Westwood Company, is pleased to submit this proposal to provide professional landscape architecture services relating to the referenced project. It is our understanding the project consists of a master plan for an approximate 13.2 mile loop trail to connect amenities and neighborhoods in Kaufman.

Based on our preliminary discussions and the information received to date, our perception of the project is described in the attached documents:

- General Conditions of Agreement;
- Exhibit A – Scope of Services;
- Exhibit B – Compensation and Method of Payment; and
- Exhibit C – Insurance

Pacheco Koch Consulting Engineers, LLC, a Westwood Company, is pleased to have this opportunity to submit this proposal and look forward to working with you on this project. If the proposed agreement is acceptable to you as presented, please execute one copy of the agreement form and return one original copy to our office. If you have any questions or would like any additional information, please do not hesitate to call us at your convenience.

Sincerely,



Wade C. Peterson, P.L.A., LEED®AP

WCP/jmc

General Conditions of Agreement

Pacheco Koch Consulting Engineers, LLC

This document, together with the attached **Scope of Work and Fee Proposal ("Proposal") for the Loop Trail Master Plan Project** dated **March 4, 2022** (the "Project"), is an agreement (the "Agreement") between **The City of Kaufman ("Client")**, located at **209 South Washington Street, Kaufman, Texas 75142** and **Pacheco Koch Consulting Engineers, LLC, a Westwood Company, ("Pacheco Koch")**, located at **7557 Rambler Road, Suite 1400, Dallas, Texas 75231**.

1.01 Basic Agreement

Pacheco Koch shall provide, or cause to be provided, the services set forth in this Agreement and as described in the accompanying Scope of Services and Compensation exhibits (the "Services") and shall provide drawings, specifications, plans, work product, and any deliverables as described in this Agreement and the Proposal (the "Deliverables"). Pacheco Koch may engage consultants to assist in the performance of the Services.

2.01 Scope of Services

Pacheco Koch shall perform the Professional Consultant services (hereinafter referred to as the "Services") for the Project as set forth in Exhibit "A" (the "Scope of Services"), which is attached and made a part hereof, in accordance with the terms of this Agreement. All designs, drawings, specifications, documents, and other work products of Pacheco Koch, whether in hard copy or in electronic form, are Instruments of Service for this Project, whether the Project is completed or not. Reuse, change, or alteration by Client or by others acting through or on behalf of Client of any such Instruments of Service without the written permission of Pacheco Koch will be at Client's sole risk.

3.01 Payment Procedures

Pacheco Koch shall be compensated by payment of fees as set forth in Exhibit B (the "Compensation and Method of Payment") which is attached and incorporated herein including any subsequent amendments thereto.

Preparation of Invoices. Pacheco Koch will prepare a monthly invoice in accordance with Pacheco Koch's standard invoicing practices and submit the invoice to Client.

Payment of Invoices. Invoices are due and payable within thirty (30) days of receipt. If Client fails to make any payment due Pacheco Koch for Services and expenses within thirty (30) days after the date of Pacheco Koch's invoice, Pacheco Koch may, without liability, after giving seven (7) days written notice to Client, suspend Services under this Agreement until Pacheco Koch has been paid in full all amounts due for Services, expenses, and other related charges. Pacheco Koch has the right to employ such persons or professional service providers on a consultant basis to mitigate its damages.

Client shall provide written notification to Koch within fifteen (15) days of receipt of the invoice should Client object to all or any part of charges appearing on the invoice. Such written notice shall set forth, at a minimum, the specific portion of the invoice disputed, the amount disputed, and the alleged factual and legal basis for the dispute. The portion of the invoice not in dispute shall be paid by Client within thirty (30) days receipt of said invoice.

Payment for Services. Client shall pay Pacheco Koch as follows:

- A. If the work is agreed to on an hourly basis, an amount equal to the cumulative hours charged to the Project by each of Pacheco Koch's employees multiplied by the hourly rates for each employee for all services performed on the Project, plus reimbursable expenses and Pacheco Koch's consultant's charges, if any.
- B. If work is agreed to on a lump sum basis, invoice amounts shall be an amount equal to the percent of each task's completion multiplied by the lump sum of the task, plus reimbursable expenses and Pacheco Koch's consultant's charges, if any.

4.01 Additional Services

If authorized by Client in writing, or if required because of changes in the Project, Pacheco Koch may furnish services in addition to those set forth in the Scope of Work and Fee Proposal.

Client shall pay Pacheco Koch for such additional services an amount equal to the cumulative hours charged to the Project by each class of Pacheco Koch's employees multiplied by the rates for each applicable billing class, plus reimbursable expenses and Pacheco Koch's consultants' charges, if any.

5.01 Termination

This Agreement may be terminated for cause:

- A. By either party upon thirty (30) days written notice in the event of failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Notwithstanding the foregoing, this Agreement will not terminate as a result of a failure to perform in accordance with the Agreement if the party receiving a notice of failure to perform begins within seven (7) days of receipt of such notice to correct its failure and proceeds diligently to cure such failure within thirty (30) days of receipt of notice; provided, however, that if and to the extent such failure cannot be reasonably cured within such thirty (30) day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, sixty (60) days after the date of receipt of the notice.
- B. By Pacheco Koch:
 - 1) Upon seven (7) days written notice if Pacheco Koch believes that Pacheco Koch is being requested by Client to furnish or perform services contrary to Pacheco Koch's responsibilities as a licensed professional; or
 - 2) Upon seven (7) days written notice if Pacheco Koch's Services for the Project are delayed or suspended for more than ninety (90) days for reasons beyond Pacheco Koch's control.

Pacheco Koch shall have no liability to Client as a result of such termination in this paragraph.

The terminating party under paragraphs 5.01.A or 5.01.B, may set the effective date of termination at a time up to thirty (30) days later than otherwise provided to allow Pacheco Koch to demobilize personnel and equipment from the Project site to complete tasks providing value which would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files. Pacheco Koch shall be compensated for the time required to complete such tasks.

6.01 Successors, Assigns, and Beneficiaries

Client and Pacheco Koch are each hereby bound, and the partners, successors, executors, administrators, and legal representatives of Client and Pacheco Koch are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither Client nor Pacheco Koch may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or required by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

- A. The standard of care for all professional consulting and related services performed or furnished by Pacheco Koch under this Agreement will be the care and skill ordinarily used by members of Pacheco Koch's profession practicing under similar circumstances at the same time and in the same locality. Except as expressly set forth in Paragraph 6.01B, Pacheco Koch makes no warranties, express or implied, under this Agreement or otherwise, in connection with Pacheco Koch's Services and Deliverables. Pacheco Koch and its consultants may use or rely upon the design services of Client and others, including, but not limited to, contractors, manufacturers, and suppliers.
- B. If Client notifies Pacheco Koch of a deficiency, or if Pacheco Koch determines there is a deficiency, within sixty (60) days after delivery of a Deliverable to Client, as Client's sole and exclusive remedy, Pacheco Koch shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in Client-furnished information.
- C. Client shall be responsible for, and Pacheco Koch may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Client to Pacheco Koch pursuant to this Agreement. Pacheco Koch may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.
- D. Pacheco Koch neither guarantees the performance of any third party, including contractors, using the Deliverables or Services nor assumes responsibility for any third party's failure to furnish and perform any work that uses the Deliverables or Services.
- E. Pacheco Koch shall not be responsible for the acts or omissions of any contractor(s), subcontractor(s) or supplier(s), or of any of the contractor's agents or employees or any other persons (except Pacheco Koch's own employees) furnishing or performing any of the contractor's work; or for any decision made on interpretations or clarifications of Deliverables without consultation and advice of Pacheco Koch.
- F. It is understood and agreed that if Pacheco Koch's services under this Agreement do not include construction phase services, and that such services will be provided by Client, then Client assumes all responsibility for interpretation of Deliverables and for construction observation or review and waives any claims against Pacheco Koch that may be in any way connected thereto.

- G. Pacheco Koch shall be the owner of all right, title, and interest in and to any and all Deliverables, together with any and all related rights of copyright, patent, trade secret, trademark and service mark, and all other proprietary rights of any kind whatsoever. Subject to the provisions herein and upon Pacheco Koch's receipt of full payment therefore, Pacheco Koch hereby grants to Client, and Client accepts: (i) a nonexclusive, nontransferable, without the right to sublicense, royalty-free license to use the Deliverables for the sole purpose of constructing the Project; and (ii) the right to reproduce applicable portions of the Deliverables for Client's contractors, consultants, and suppliers solely for use in construction of the Project, provided Client reproduces on such copies the copyright notice and other proprietary legends that were on the original Deliverable. Deliverables are not intended or represented to be suitable and are not licensed to Client for reuse by Client or others on extensions of the Project or on any other project. Upon termination of this Agreement by Pacheco Koch pursuant to paragraph 4.01, the license granted herein shall terminate. Any unauthorized use of the Deliverables will be at Client's sole risk and without liability to Pacheco Koch or to Pacheco Koch's consultants.
- H. This Agreement is to be governed by the laws of the State in which the Project is located.
- I. All express indemnifications or limitations of liability included in this Agreement will survive its completion or termination for any reason.
- J. Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon Client and Pacheco Koch.
- K. Nothing contained herein shall be construed to mean that Pacheco Koch and Client are engaging in a joint venture or partnership.
- L. Pacheco Koch shall maintain insurances during the term of this Agreement as indicated in the attached **Exhibit C** to this Agreement.
- M. If either party hereto shall commence any action or proceeding against the other in connection with the terms, conditions, or obligations under this Agreement, the prevailing party shall be entitled to recovery of its reasonable attorney's fees and costs incurred herein.
- N. In the event the terms of these General Conditions conflict with the Proposal or other contract documents, these General Conditions shall control.

8.01 Hazardous Environmental Conditions

The parties acknowledge this Agreement does not include any services related to a Hazardous Environmental Condition. Such conditions include, but are not limited to the presence of asbestos, PCB's, petroleum, hazardous substances or waste, and radioactive materials. If Pacheco Koch or any other party encounters a Hazardous Environmental Condition, Pacheco Koch may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until Client: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the site is in full compliance with applicable Laws and Regulations.

9.01 Allocation of Risks

- A. To the fullest extent permitted by law, Pacheco Koch shall indemnify and hold harmless Client, Client's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and reasonable charges of consultants, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent caused in whole or in part by the negligent acts or omissions, intentional tort or failure to pay a subconsultant of Pacheco Koch or Pacheco Koch's officers, directors, partners, employees, and Pacheco Koch's consultants in the performance and furnishing of Pacheco Koch's services under this Agreement.
- B. To the fullest extent permitted by the laws of the State of Texas, Client shall indemnify and hold harmless Pacheco Koch, Pacheco Koch's officers, directors, partners, employees, and Pacheco Koch's consultants from and against any and all claims, demands, costs, losses, and damages (including but not limited to all fees and charges of consultants, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) and liabilities that Pacheco Koch may incur or suffer which arise out of or relate to: (i) the negligent acts or omissions of Client or Client's officers, directors, partners, employees, and Client's consultants with respect to this Agreement or the Project; and (ii) Client's breach of or failure to perform any of its obligations of this Agreement or a Proposal.
- C. To the fullest extent permitted by laws of the State of Texas, and to the extent a claimant is not otherwise barred from recovery, Pacheco Koch's total liability to Client and anyone claiming by, through, or under Client for any cost, loss, or damages shall not exceed Pacheco Koch's respective percentage of responsibility for such cost, loss, or damage. Pacheco Koch shall not be liable for any incidental, consequential, indirect, or punitive damages arising out of this Agreement or Pacheco Koch's provision of the Services or the Deliverables, even if Pacheco Koch has been advised of the possibilities of such damages. In no event shall Pacheco Koch's total liability in connection with this Agreement exceed the amounts paid by Client to Pacheco Koch under this Agreement.

10.1 Force Majeure

An event of "Force Majeure" occurs when an event beyond the control of the Party claiming Force Majeure prevents such Party from fulfilling its obligations. An event of Force Majeure includes, without limitation, floods, hurricanes and other adverse weather, war, riot, civil disorder, acts of terrorism, disease, epidemic, strikes and labor disputes, actions or inactions of government or other authorities, law enforcement actions, curfews, closure of transportation systems or other unusual travel difficulties, or inability to provide a safe working environment for employees.

In the event of Force Majeure, the obligations of Pacheco Koch to perform Services shall be suspended for the duration of the event of Force Majeure. In such event, Pacheco Koch shall be compensated for time expended and expenses incurred during the event of Force Majeure and the schedule shall be extended by a like number of days as the event of Force Majeure. If Services are suspended for thirty (30) days or more, Pacheco Koch may, in its sole discretion, upon five (5) days prior written notice, terminate this Agreement or the affected Work Order, or both. In the case of such termination, in addition to the compensation and time extension set forth above, Pacheco Koch shall be compensated for all reasonable termination expenses.

11.01 Coronavirus Pandemic Impact

Client acknowledges and agrees that due to the dynamic and fluid nature of the coronavirus pandemic (COVID-19) (the "Coronavirus Pandemic"), Pacheco Koch may face uncertainty regarding its ability to perform the work contemplated by the Agreement in accordance with the schedule and contracted price. As a result of the Coronavirus Pandemic, the schedule, and related scope and fee, provided in the Agreement may be impacted due to issues outside of Pacheco Koch's control including, but not limited to, the following: (a) shortages in labor (including employees and consultants); (b) direction or guidance from any applicable governmental authority or applicable law that renders Pacheco Koch's or its subconsultants' performance impossible, impracticable, or contrary to such direction or guidance; (c) delays in governmental approvals; and (d) other causes beyond Pacheco Koch's reasonable control, regardless of whether such impacts are direct or indirect.

If due to the impacts of the Coronavirus Pandemic, Pacheco Koch determines in good faith and in Pacheco Koch's sole discretion, that it is not feasible for Pacheco Koch or its subconsultants to perform the work in accordance with the schedule Pacheco Koch shall promptly notify Client and the parties shall cooperate in good faith to negotiate equitable adjustments to the schedule and/or contract price. Notwithstanding anything to the contrary set forth in this Agreement, including any related work or change order, Pacheco Koch shall not be liable to Client for any damages (actual, direct, consequential, incidental, punitive, liquidated, or nominal) as a result of delays or cost adjustments in connection with the Coronavirus Pandemic.

12.01 Right of Entry

To the extent securing a right of entry is not part of the Services, Client grants to Pacheco Koch, and, if the Project site is not owned by Client, warrants that permission has been granted for, a right of entry from time to time by Pacheco Koch, its employees, agents and subcontractors, upon the Project site for the purpose of providing the Services. Client recognizes that the use of investigative equipment and practices may unavoidably alter the existing site conditions and affect the environment in the area being studied, despite, the use of reasonable care. Client shall indemnify and hold Pacheco Koch harmless from claims for damages caused in part by reasons of Pacheco Koch's provision of Services.

13.01 No Third Party Rights

This Agreement shall not create any rights or benefits to parties other than Client and Pacheco Koch. No third party shall have the right to rely on Pacheco Koch's Deliverables or opinions rendered in connection with the Services without the written consent of Pacheco Koch and the third party's agreement to be bound to the same conditions and limitations as Client.

14.01 Total Agreement

This Agreement, together with any attached documents, constitutes the entire Agreement between Client and Pacheco Koch and supersedes all prior written or oral understandings regarding this subject. This Agreement may only be amended, supplemented, or modified by a mutually executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective on the latest date indicated below.

CLIENT:
City of Kaufman

By: 
Name: MICHAEL T. SLYE
(PRINT/TYPE)
Title: CITY MANAGER
Date Signed: 3/4/22

Address/Contact for giving notices:

209 S. WASHINGTON ST
KAUFMAN, TX 75142

Exhibits: A Scope of Services
B Compensation & Method of Payment
C Insurance
D Schedule

PACHECO KOCH:
Pacheco Koch Consulting Engineers, LLC,
a Westwood Company

By: 
Name: Christopher M. Jones, P.E., DBIA
(PRINT/TYPE)
Title: Director of Public Infrastructure
Date Signed: March 7, 2022

Address/Contact for giving notices:

Pacheco Koch Consulting Engineers, LLC
C/O General Counsel
12701 Whitewater Drive, Suite 300
Minnetonka, Minnesota 55343

EXHIBIT A
SCOPE OF SERVICES

See attached.

EXHIBIT B
COMPENSATION & METHOD OF PAYMENT

See attached.

EXHIBIT C
INSURANCE

See attached.

EXHIBIT 'A' – SCOPE OF SERVICES

Loop Trail Master Plan Kaufman, TX

PROJECT DESCRIPTION:

The project consists of a preliminary master plan for an approximate 13.2 mile trail loop to connect various amenities and destinations around the central core of Kaufman, Texas.

BASIC SERVICES:

- A. Project Management, Meetings & Presentations
 - 1. Manage the Team:
 - Lead, manage and direct design team activities.
 - Ensure quality control is practiced in performance of the work.
 - Communicate internally among team members.
 - Allocate team resources.
 - 2. Meetings and Presentations:
 - Attend a 1-2 hour work session with City Staff to review a rough draft of the trail routing.
 - Attend a 1-2 hour work session with City Staff with a revised draft to get final comments prior to a council presentation.
 - Attend a 1-2 hour presentation to City Council at a retreat to present the route and master plan design intent.
- B. Data Collection, Site Analysis:
 - 1. Gather and assemble a high-resolution aerial photograph of the project area to use as a base map.
 - 2. Gather a diagram of a preliminary route with notes on land ownership and other critical data from the City Staff.
 - 3. Gather land ownership information for select critical connections.
 - 4. Develop a base map for use throughout the project.
 - 5. Spend at least a full day in the field documenting key road and water crossing information.
- C. Preliminary Master Plan
 - 1. On a 36"x48" board, to a specified scale, the Consultant will prepare a routing showing the data gathered in site analysis and a preliminary route based on that data for City Staff review (Basic Services, A.2 first meeting)
 - 2. Following comments, the Consultant will refine the route and re-present it to City Staff in preparation for City Council retreat.

EXHIBIT A to Agreement between the City of Kaufman, Texas ("Client") and Pacheco Koch Consulting Engineers, LLC, ("Pacheco Koch") for Consulting Services

3. Following comments, Consultant will finalize a graphic showing the preliminary route master plan City Council at their retreat. A final 36"x48" graphic board will be provided with digital copies as needed.

D. Direct Expenses

1. Included in this item are usual and customary expenses normally incurred during performance of the services described. These expenses could include courier delivery charges, copies of existing engineering plans and/or maps, printing and reproduction (either in-house or by reproduction company) and mileage.

SPECIAL SERVICES:

E. Drone Video Loop

1. At the request of the client, the Consultant will provide a video of the proposed loop route with a professional drone to accurately show a perspective view of the route.

Services not included in this contract:

- *Detailed or field survey work.*
- *Environmental investigations.*
- *Detailed trail design.*
- *Cost estimating or phasing plans.*

END OF EXHIBIT 'A'

EXHIBIT B to Agreement between the
City of Kaufman, Texas ("Client") and
Pacheco Koch Consulting Engineers,
LLC, ("Pacheco Koch") for Consulting
Services

EXHIBIT 'B' – COMPENSATION AND METHOD OF PAYMENT

**Loop Trail Master Plan
Kaufman, TX**

COMPENSATION:

For all professional services included in EXHIBIT 'A', Scope of Services, Pacheco Koch shall be compensated a **not to exceed fee of \$23,400.00** as summarized below. The total lump sum fee shall be considered full compensation for the services described in EXHIBIT 'A', including all labor materials, supplies, and equipment necessary to deliver the services.

Basic & Special Services

A. Project Management, Meetings & Presentations	\$4,400.00
B. Data Collection and Site Analysis	\$6,100.00
C. Preliminary Master Plan	\$9,800.00
D. Direct Expenses	\$600.00
E. Drone Video Loop	<u>\$2,500.00</u>
TOTAL	\$23,400.00

METHOD OF PAYMENT:

Pacheco Koch shall be paid monthly payments as described in Article 3 of the AGREEMENT. The cumulative sum of such monthly partial fee payments shall not exceed the total current project budget including all approved Amendments. Each invoice shall be verified as to its accuracy and compliance with the terms of this Agreement by an officer of Pacheco Koch.

Monthly statements for reimbursable services performed by sub consultants will be based upon the actual cost to Pacheco Koch plus ten percent (10%). Direct expenses for services such as printing, express mail, fees, mileage and other direct expenses that are incurred during the progress of the project will be billed at 1.1 times Pacheco Koch's cost.

END OF EXHIBIT 'B'

EXHIBIT C – INSURANCE

A. *Insurance.* Pacheco Koch shall, during the life of this Agreement, maintain the following insurances:

1. Commercial General Liability (occurrence form not less than):
 - \$2,000,000 General Liability
 - \$2,000,000 Products and Completed Operations Aggregate
 - \$1,000,000 Personal and Advertising Injury
 - \$1,000,000 Each Occurrence
 - \$10,000 Medical Expense
2. Commercial Automobile Liability (all scheduled auto, hired and non-owned autos):
 - \$1,000,000 Combined Single Limit
3. Umbrella
 - \$5,000,000 Aggregate
 - \$5,000,000 Each Occurrence
4. Workers Compensation
 - \$1,000,000 Each Accident
 - \$1,000,000 Policy Limit
 - \$1,000,000 Each Employee

Professional Liability Errors and Omissions Insurance. Pacheco Koch shall carry Professional Liability Errors and Omissions insurance with limited contractual liability in the amount of \$2,000,000 per claim and in the aggregate for the duration of this Agreement.

END OF EXHIBIT 'C'



Meeting
Date: 3/21/2022

Date: 03/09/2022

Item #: 9.

Dept.: Development
Services

Action Item

SUBJECT:

Conduct a public hearing, consider, and take appropriate action on Ordinance O-05-22, an ordinance of the City Council of the City of Kaufman, Texas, granting a request to rezone approximately 2.05 acres from Agricultural/Open Space District (A/O) to Residential Townhouse District ("TH") for development of five (5) two-family duplex units. The property, located within the D. Falcon Survey, Abstract No. 151, is addressed as 4901 Lions Den Trail. (Z-02-22)

BACKGROUND:

See the attached March 1, 2022 Planning and Zoning Commission Report.

Author:
Andrew Bogda, Planning Manager

Reviewed:
Mike Slye, City Manager

Cost:

Funds Available:

Source:

Recommendation: The Planning and Zoning Commission on March 1, 2022, recommended approval of Z-02-22 by a vote of 7-0 to rezone 2.05 acres from Agricultural/Open Space District (A/O) to Townhouse Residential District "TH" for development of five (5) two-family duplex units.

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



Planning and Zoning Commission Report

Meeting Date: March 1, 2022

SUBJECT: Conduct a public hearing and make a recommendation to City Council for a request by Wade Hebb of H.B. Builders, LLC for a Zone Change Application requesting to rezone approximately 2.05 acres from Agricultural/Open Space District (A/O) to Residential Townhouse District "TH" for development of five (5) two-family duplex units. The property, located within the D. Falcon Survey, Abstract No. 151, is addressed as 4901 Lions Den Trail. (Z-02-22)

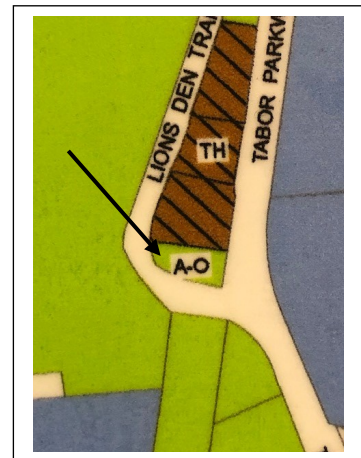
BACKGROUND/SUMMARY:

Mr. Wade Hebb purchased the property, located at 4901 Lions Den Trail (formerly CR 151), for the purpose of developing five duplex lots for a total of 10 units. Each unit will have two or three bedrooms. The property is vacant and has never been developed. The subject property has been zoned Agricultural/Open Space District (A/O) since annexation in 1999.

There is an existing cell tower adjacent to the northern property line. The tower property is not a part of this request.

SURROUNDING ZONING AND EXISTING LAND USES:

	Zoning	Existing Land Use
North:	TH	Town Home
South:	A/O	Single family residence and vacant
East:	PD-7	Vacant (future single family)
West:	A/O	KISD High School



COMPREHENSIVE PLAN:

Land Use Plan:

The 2014 Future Land Use Plan designated the land use of the subject property as a Future Multi Family High Density. The proposed zoning request for Townhouse District for development of five duplex units complies with the 2014 Future Land Use Plan because Multi Family High Density allows multifamily low density duplex development.

Thoroughfare Plan:

The Thoroughfare Plan designates Tabor Parkway as a “Type B”, Minor Arterial, requiring a future right-of-way width of 100 feet. Tabor Parkway is part of the realignment of CR 151 / Old Kemp Highway, which was completed in 2018. Lions Den Trail is not a designated thoroughfare.

PROPERTY OWNER RESPONSES:

The City of Kaufman mailed out notification letters to 8 property owners within 300 feet of 4901 Lions Den Trail. 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 follows:

- Number of property owners who returned letter in agreement of the request: 0
- Number of property owners who returned letter in opposition of the request: 0
- Number of property owners have not responded: 8

If 20% of the area within 200 feet of the request objects 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-02-22 to rezone 2.05 acres from Agricultural/Open Space to Residential Townhouse District “TH” for development of five (5) two-family duplex units.

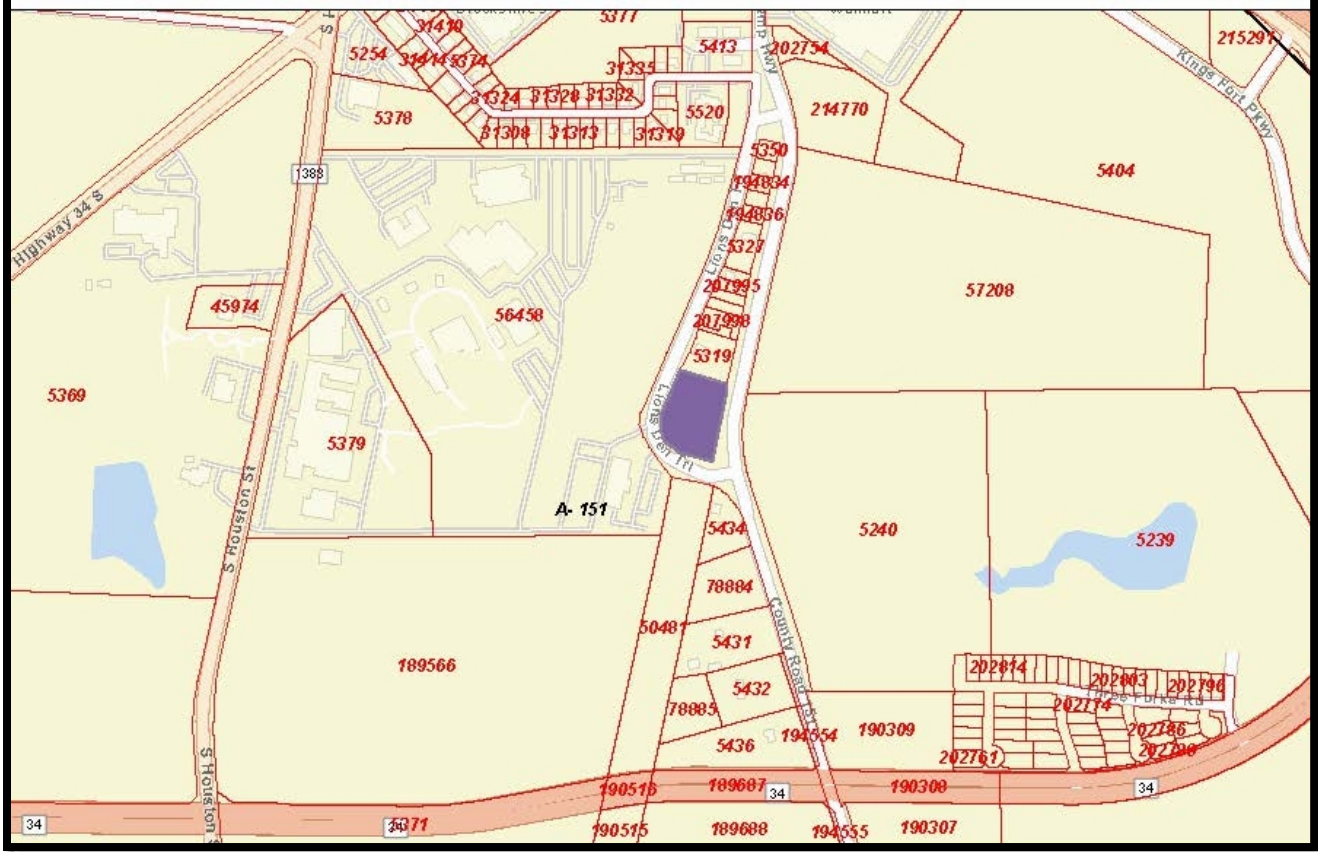
ATTACHMENTS:

1. Location Map
2. Proposed Conceptual Layout

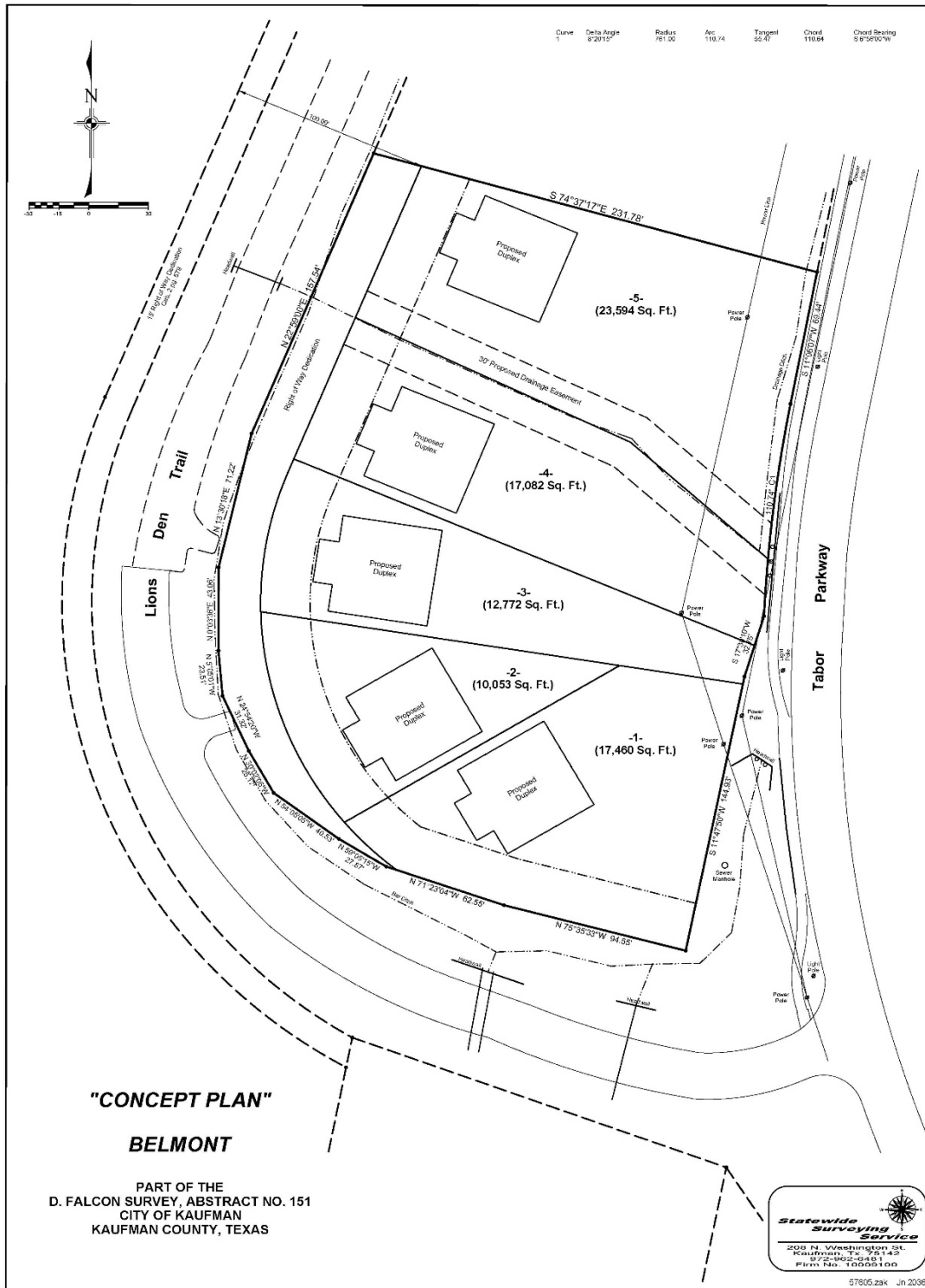
Andrew Bogda
Planning Manager
972-932-2216 ext. 117
abogda@kaufmantx.org

Location Map

Wade Hebb Rezoning



Proposed Conceptual Layout



ORDINANCE O-05-22

AN ORDINANCE OF THE CITY OF KAUFMAN, TEXAS, AMENDING CHAPTER 118, "ZONING" OF THE CODE OF ORDINANCES OF THE CITY OF KAUFMAN, TEXAS, COLLECTIVELY "THE COMPREHENSIVE ZONING ORDINANCE AND THE OFFICIAL ZONING MAP" OF THE CITY IN ORDER TO CHANGE THE ZONING CLASSIFICATION ON AN APPROXIMATE 2.05 ACRE TRACT OF LAND FROM AGRICULTURAL/OPEN SPACE "A/O" TO TOWNHOUSE RESIDENTIAL "TH", THE PROPERTY BEING GENERALLY LOCATED AT 4901 LIONS DEN TRAIL, BEING A TRACT OF LAND, PART OF THE D. FALCON SURVEY, ABSTRACT NO. 151, CITY OF KAUFMAN, KAUFMAN COUNTY, TEXAS; AMENDING THE OFFICIAL ZONING MAP OF THE CITY; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING AMENDMENTS AND ZONING MAP AMENDMENT; 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 1st day of March, 2022, the Planning and Zoning Commission did hold a public hearing and consider and make a recommendation for approval of a request to rezone an approximate 2.05 acre tract of land from Agricultural/Open Space to Townhouse Residential (Case No. Z-02-19) generally located at 4901 Lions Den Trail, such tract being a part of the D. Falcon Survey, Abstract No. 151, 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 21st day of March, 2022, the City Council held a public hearing for the proposed request to rezone the Property from Agricultural/Open Space ("A/O") to Townhouse Residential ("TH"); and

WHEREAS, after determining that all legal requirements of notice and hearings were met, considering the recommendations of the Planning and Zoning Commission, providing the public an opportunity to provide input, considering public input, and considering the compatibility of the proposed Townhouse Residential ("TH") zoning with surrounding properties and the goals and objectives of the Comprehensive Zoning Ordinance and Zoning Map of the City, and the Future Land Use Plan, the City Council 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 and Future Land Use Plan of the City, and 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 Chapter 118, "Zoning" of the Code of Ordinances of the City of Kaufman, Texas, collectively, "The Comprehensive Zoning Ordinance and The Official Zoning Map", is hereby amended to reflect the change in zoning for an approximate 2.05 acre tract of land, such tract being a part of the D. Falcon Survey, Abstract No. 151, City of Kaufman, Kaufman County, Texas, more particularly described in **Exhibit "A"**, a copy of which is attached hereto and incorporated herein, from Agricultural/Open Space ("A/O") to Townhouse Residential ("TH").

SECTION 3. ZONING MAP AMENDMENT. In addition, the official Zoning Map of the City of Kaufman, Texas shall be annotated to show the change in zoning classification of the Property from Agricultural/Open Space ("A/O") to Townhouse Residential ("TH"), thereon.

SECTION 4. CUMULATIVE REPEALER. This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. 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 5. SEVERABILITY. If any section, subsection, clause, phrase or provision of this Ordinance, or any application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unconstitutional, the remaining sections, subsections, clauses, phrases and provisions of this Ordinance, or any application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION 6. 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 7. 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 21st day of March, 2022.

JEFF JORDAN
MAYOR

ATTEST:

JESSIE HANKS
CITY SECRETARY

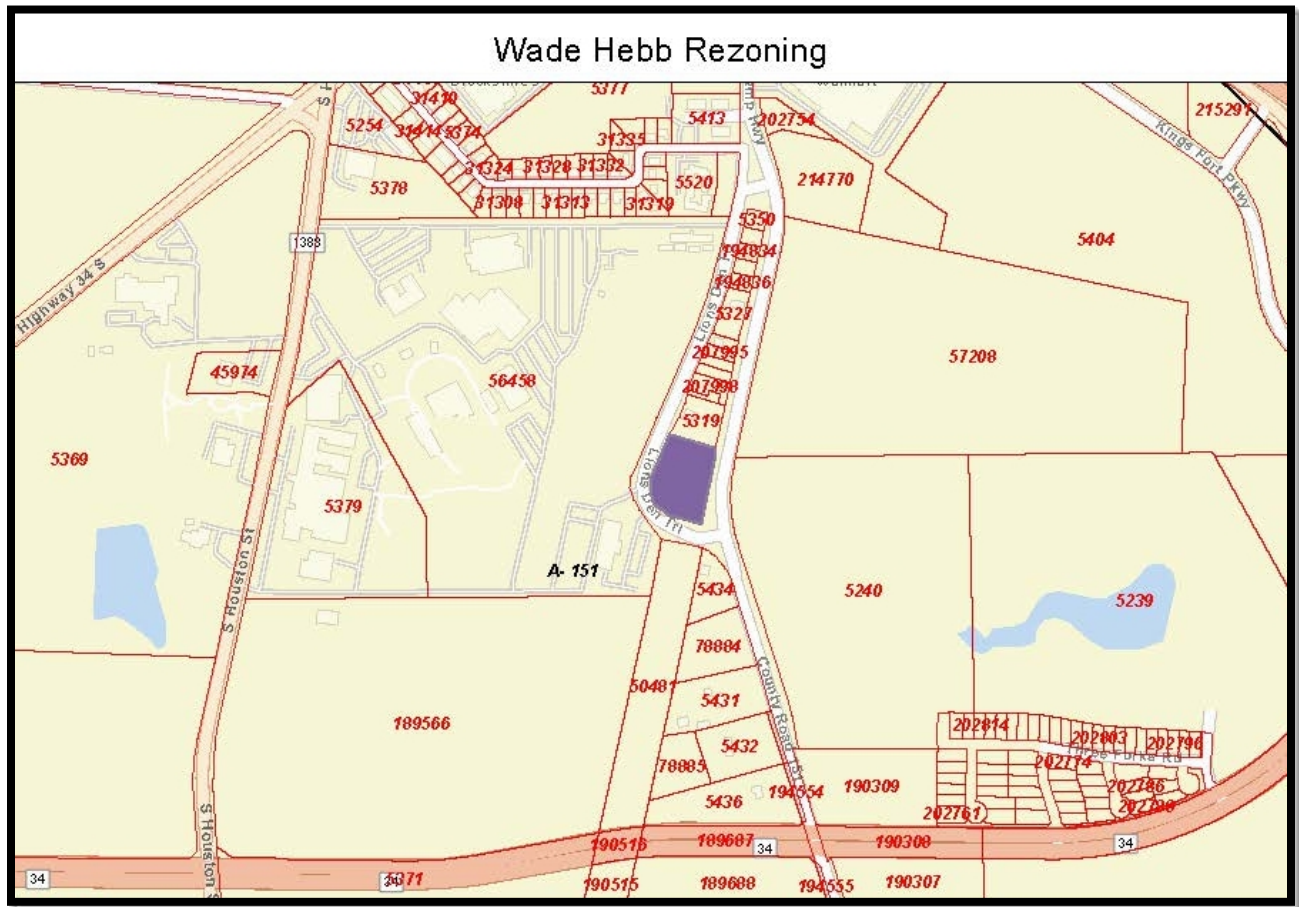
APPROVED AS TO FORM:

PATRICIA A. ADAMS
CITY ATTORNEY

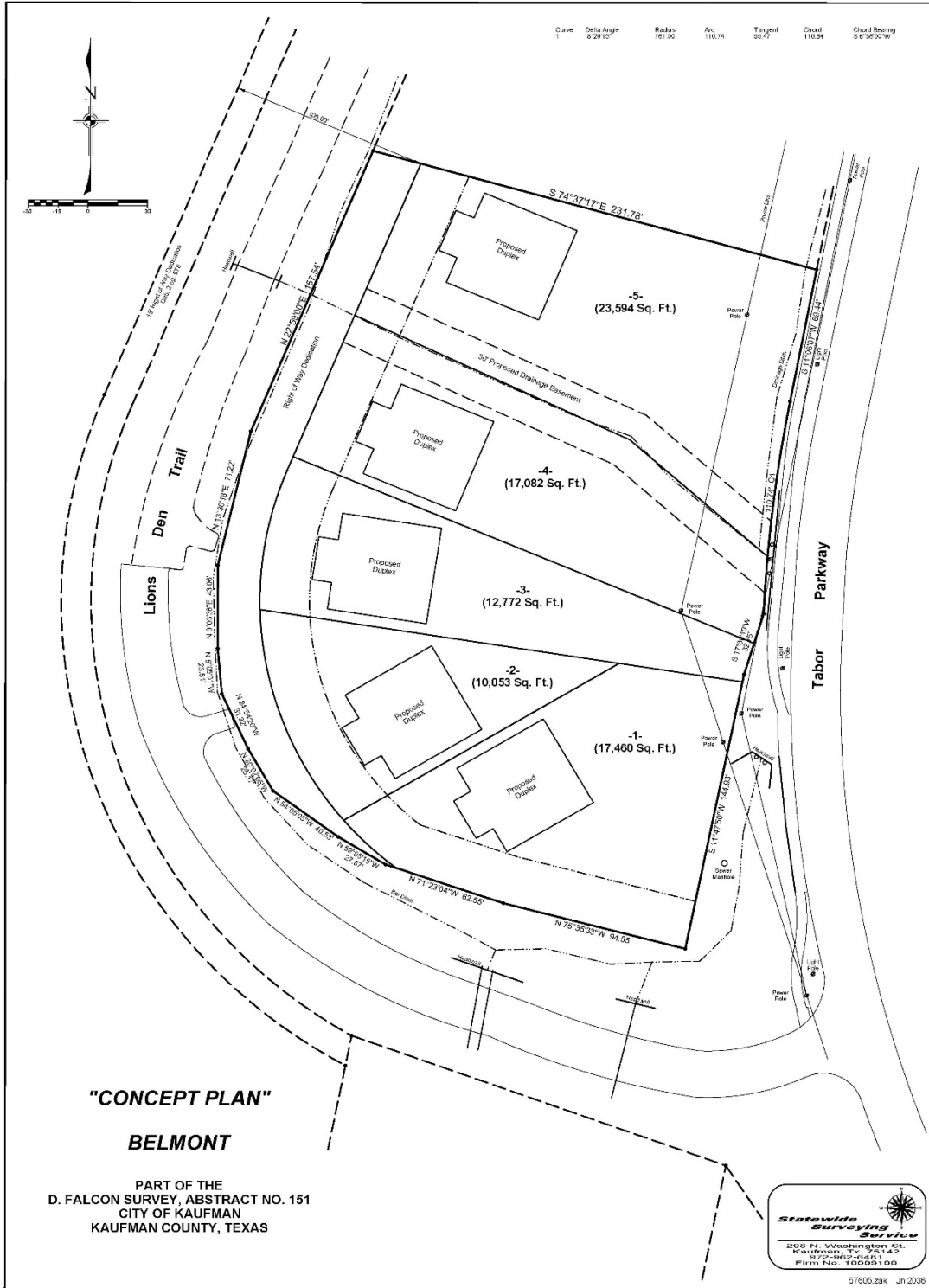
“EXHIBIT A” Description

Z-02-22

4901 Lions Den Trail Location Map



4901 Lions Den Trail Conceptual Plan





Meeting
Date: 3/21/2022

Date: 03/15/2022

Item #: 10.

Dept.: Public Works

Ordinance

SUBJECT:

Consider and take appropriate action on Ordinance O-06-22, an ordinance of the City Council of the City of Kaufman, Texas, repealing Ordinance Nos. O-31-02, O-07-03, and O-23-08 and adopting new City park usage fees, to be included within the City's Master Fee Schedule and on file in the Office of the City Secretary; and providing an effective date.

BACKGROUND:

Staff requested the Park Board review the current Park Usage Fees in an attempt to bring tournaments and associated revenue to the Sports Complex and local businesses around town. The Board reviewed several of the fees over the past couple of months and recommend the following fee updates for baseball tournaments: Currently, the fee is \$75 per team for a tournament. There have not been any tournaments booked in the last several years. Staff feels that a flat fee of \$125 per field per day will attract future tournaments and create more than enough revenue to cover the cost associated with making the fields ready. Staff and the Park Board will review all other park fees and make a recommendation to the City Council during the FY 23 budget process.

Type of Fee	Current Fee Charged	Recommended Fee
Light Usage Fee	\$30 per field	\$0
Refundable Field Deposit	\$100 per field	\$100 per field
Tournament Fee	\$75 per team	\$125 per field per day to include lights

A copy of the conducted research, current fees along with a new fee schedule with the proposed fees included are attached for your review.

Author:
Tim Hopwood, Public Works Director

Reviewed:
Mike Slye, City Manager

Cost:

Funds Available:

Source:

Recommendation: The Parks Board and Staff recommend approval of Ordinance O-06-22 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-06-22**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KAUFMAN, TEXAS, REPEALING ORDINANCE NOS. O-31-02, O-07-03, AND O-23-08 TO REPEAL ALL PARK USAGE FEES ADOPTED BY THE CITY COUNCIL AND ADOPTING NEW PARK USAGE FEES, TO BE INCLUDED WITHIN THE CITY'S MASTER FEE SCHEDULE, UPON ADOPTION OF THIS ORDINANCE; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR REPEAL AND ADOPTION; PROVIDING A PENALTY; PROVIDING A CUMULATIVE REPEALER AND SAVINGS CLAUSE; PROVIDING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Kaufman, Texas, has the authority to adopt and amend City park usage fees; and

WHEREAS, the City Council finds that consistent and ongoing review of the City's adopted park usage fees is necessary; and

WHEREAS, upon review of the City's current park usage fees, the City Council determined it appropriate to adopt this Ordinance to repeal all previous Ordinances of the City of Kaufman adopting or amending park usage fees and adopt a new set of park usage fees, as provided herein, to be included within the City's Master Fee Schedule upon adoption; and

WHEREAS, the City Council finds it to be in the best interest of the citizens of Kaufman to adopt this Ordinance.

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

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

Section 2. That Ordinance Nos. O-31-02, O-07-03, and O-23-08 of the City of Kaufman are hereby repealed in their entireties.

Section 3. That the following City Park Usages Fees are hereby adopted by the City Council of the City of Kaufman, Texas:

<u>CURRENT PARK USAGE FEES</u>	
<u>PAVILION</u>	
Resident	\$ 10.00
Nonresident	\$ 50.00
Group Reservation Fee (Refundable)	\$100.00
Electricity	\$ 15.00
Water	Min. per 1000 gallons
<u>PRACTICE AND GENERAL BALL FEILD USE</u>	
Refundable Deposit	\$100.00 per field
Light Usage Fee	\$30.00 Per field/ Per night
<u>ADULT LEAGUES</u>	
Adult team fee / Per Team	\$75.00 Per Field Per night
Refundable field Deposit	\$100.00 Per field
Light Usage Fee	\$30.00 per field
<u>TOURNAMENTS</u>	
Youth per team fee (Kaufman Teams)	\$125.00 Per field per day
Youth per team fee (Non-Kaufman Teams)	\$125.00 Per field per day
Light Usage Fee	No charge
Refundable Field Deposit	\$100.00 per field
<u>SPORTS CAMPS</u>	
Non-Refundable Reservation Fee	\$100.00
Refundable Deposit	\$100.00 per field
Per Field Usage Fee	\$25.00 1-3 hours
Light Usage Fee	\$30.00 per field/per night
<u>LIONS CLUB SUMMER BASEBALL</u>	
Kaufman Team Fee	No charge
Tournaments	\$125.00 Per field per day
Refundable Deposit	\$100.00
Light Usage Fee	No charge
Practice No Charge	No Charge
<u>TENNIS</u>	
Light Usage Fee	\$5 Per night.
<u>KEYS</u>	
All Key Deposits	\$20.00

NOTE* Fees paid in advance may be refundable due to field closures due increment weather. Reservations may be rescheduled and or fees refunded with 48 hours notice to the date of the event. The softball fields are closed on Wednesdays for field maintenance.**

Section 4. The City Secretary is hereby directed to include the new park usage fees adopted by this Ordinance within the City's Master Fee Schedule, to be on file in the Office of the City Secretary.

Section 5. Any person who intentionally, knowingly, recklessly or negligently violates any provision of this Ordinance, upon conviction, shall be deemed guilty of a Class C Misdemeanor and shall be fined a sum 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.

Section 6. This Ordinance shall be cumulative of all other Ordinances, except as provided within, 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 7. 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 8. This Ordinance shall become effective immediately upon its passage and publication of its Caption as required by law and Charter.

PASSED AND APPROVED this 21st day of March, 2022.

JEFF JORDAN
MAYOR

ATTEST:

JESSIE HANKS
CITY SECRETARY

APPROVED AS TO FORM:

**PATRICIA A. ADAMS
CITY ATTORNEY**

RESEARCH- PARK USAGE FEES DATE 2/11/2022

City	Field Usage	Concession Usage	Concession Deposit	Light Usage	League Usage	Residnets	Non-Residents	Field Prep	Deposit	Tournaments	Pavillion
City of Forney	\$10.00 (2 hour min.)			\$ 20.00		\$ 20.00	\$ 25.00		\$250 Non Refundable	\$2,000.00	
Seagoville										No Tournaments	\$ 10.00
MaBank		\$ 100.00	\$100.00 Refundable	\$ 30.00						\$75.00 per field per day	
Ennis	\$10.00 per hour (Practice)						\$10.00 per hour			\$250.00 per field per day	
Corsicana					\$ 8.00					\$200.00 over night Day: Six Fields: \$1,000 Fields: \$800 Two Fields: \$500 One Field :\$250	Per Four
Terrell	\$10.00 per hour (Practice)			\$25.00						\$75.00 per field per day	
Independent-Chris Flores			\$ 100.00	\$ 30.00				\$ 125.00	\$ 150.00	\$75.00 per Field per day	



Meeting
Date: 3/21/2022

Date: 03/09/2022

Item #: 11.

Dept.: Fire

Resolution

SUBJECT:

Consider and take appropriate action on Resolution R-16-22, a resolution of the City Council of the City of Kaufman, Texas, committing the City to provide local matching funds to secure and complete the FEMA Hazard Mitigation Grant Projects; authorizing the Mayor and City Manager to be the Chief Executive Officers and Authorized Representatives on behalf of the City; and providing and effective date.

BACKGROUND:

The Texas Division of Emergency Management, Texas Water Development Board and other sources have grant funding available for Hazard Mitigation Assistance. The City has engaged the management services for this grant application through GrantWorks. Staff would like to submit an application for the purpose of getting generators at all the City's lift stations and the Civic Center. This will assist the city in ensuring power is not lost to vital infrastructure during a catastrophic event. The Civic Center generator would be utilized for the purpose of running a warming station or emergency shelter.'

This resolution would authorize the submittal of the application, commit the city to 25% of the funding for the project, and appoint the City Manager or Mayor as the Chief Executive Officer and Authorized Representative.

Author:
Ronnie Davis, Fire Chief

Reviewed:
Mike Slye, City Manager

Cost:

Funds Available:

Source:

Recommendation: Staff recommends approval of Resolution R-16-22 as presented.

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

RESOLUTION R-16-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KAUFMAN, TEXAS, COMMITTING THE CITY TO PROVIDE LOCAL MATCHING FUNDS TO SECURE AND COMPLETE THE FEMA HAZARD MITIGATION GRANT PROJECTS; AUTHORIZING THE MAYOR AND CITY MANAGER TO ACT AS THE CITY'S AUTHORIZED REPRESENTATIVES IN ALL MATTERS PERTAINING TO MITIGATION GRANTS; AUTHORIZING THE EXPENDITURE OF FUNDS; PROVIDING FOR THE INCORPORATION OF PREMISES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has applied for FEMA Hazard Mitigation Assistance grant funds to provide the City with funding to complete the proposed hazard mitigation projects; and

WHEREAS, FEMA's hazard mitigation assistance provides funding for eligible mitigation measures that reduce disaster losses, reduce vulnerability of communities to disasters and their effects, promote individual and community safety, promote community vitality after a disaster, lessen response and recovery resource requirements after disaster, and result in safer communities that are less reliant on external financial assistance; and

WHEREAS, the City is considering the submission of FEMA Hazard Mitigation Assistance grant applications for funds; and

WHEREAS, the City Council finds it to be in the best interest of the City of Kaufman and its citizens to apply for funding under the FEMA Hazard Mitigation Assistance Grant Program; and

WHEREAS, FEMA Mitigation Fund applicants are required to appoint an official to act as the Authorized Representative in all matters in connection with the Mitigation Grants.

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

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

SECTION 2. The City Council hereby authorizes the expenditure of funds to provide the 25% or more local share for the FEMA Hazard Mitigation Grant projects.

SECTION 3. The City Council may provide its share of the funding through CDBG-DR, CDBG-MIT, Texas Infrastructure Resiliency Fund, or any other possible funding sources identified or not identified at this time that are acceptable sources of match for Hazard Mitigation Assistance.

SECTION 4. Should other funds not be available for whatever reason, the City Council authorizes payment of the City's local share from the general fund.

SECTION 5. The City Council authorizes the submission of multiple applications for FEMA's Hazard Mitigation Assistance Grant Program.

SECTION 6. The Mayor and City Manager are appointed to be the City's Chief Executive Officers and Authorized Representatives to act on behalf of the City in all matters in connection with the FEMA Mitigation Grants.

SECTION 7. This Resolution shall be effective immediately upon its passage as required by law.

PASSED AND APPROVED this 21st day of March, 2022.

JEFF JORDAN
MAYOR

ATTEST:

JESSIE HANKS
CITY SECRETARY

APPROVED AS TO FORM:

PATRICIA A. ADAMS
CITY ATTORNEY



Meeting
Date: 3/21/2022

Date: 03/14/2022

Item #: 12.

Dept.: Administration

Discussion Item

SUBJECT:

Consider and take appropriate action on the potential need for adoption of a wastewater impact fee.

BACKGROUND:

The city currently has water and street impact fees codified. As our community continues to grow, significant pressure is being placed on the wastewater plant and collection system. This action would initiate the required actions to consider a future sewer impact fee to assist in the necessary improvements in the utility to support future growth.

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
☐	☐	☐	☐	☐

Access to quality, functional water, sewer and roadway infrastructure can be a powerful driver of economic development in and around a city, but sometimes financing infrastructure expansion can be difficult. One tool a city can use to finance the cost of infrastructure expansion is impact fees, which can be adopted following the procedures detailed in Chapter 395 of the Texas Local Government Code ("Chapter 395").

Q What is an impact fee?

A An "impact fee" is defined, by statute, as "a charge or assessment imposed by a political subdivision against new development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to the new development." Tex. Loc. Gov't Code § 395.001(4). Put more simply, an impact fee is a tool that cities can use to recoup, from property developers, some of the costs that new development places on city infrastructure. Impact fees require new development to pay for the costs of new development.

Q What costs may be funded by impact fees?

A Impact fees may only be used to pay certain costs for: (1) constructing capital improvements or facility expansions for water supply, treatment, and distribution facilities; (2) wastewater collection and treatment facilities; (3) stormwater, drainage and flood control facilities; and (4) roadways. *Id.* § 395.001(1). Not all costs associated with infrastructure expansion qualify – only costs authorized under Chapter 395 are allowable. Allowable costs include the costs of facility expansion or new facility construction such as: (1) construction contract price; (2) surveying and engineering fees; and (3) land acquisition costs. *Id.* § 395.012(a). Fees paid to a non-city engineer or financial consultant related to preparing or updating the capital improvement plan can also be paid by impact fees. *Id.* § 395.012(a)(4). Additionally, certain financing charges related to permissible facilities improvements or expansions may be funded by impact fees, and impact fees may also be pledged to as security for bonds under certain circumstances. *Id.* § 395.012(d).

Q What items may not be paid for by an impact fee?

A Chapter 395 provides that impact fees may not be adopted or used to fund the following items: (1) construction, acquisition, or expansion of public facilities or assets *not identified* in the capital improvements plan; (2) repair, operation, or maintenance of existing or new capital improvements or facility expansions; (3) upgrading, updating, expanding, or replacing existing capital improvements to serve existing development in order to meet stricter safety, efficiency, environmental, or regulatory standards; (4) upgrading, updating, expanding, or replacing existing capital improvements to provide better service to existing development; (5) administrative and operating costs of the city; and (6) principal payments of interest or other finance charges on bonds or other indebtedness unless otherwise authorized under Chapter 395. *Id.* § 395.013.

Q Where can a city assess impact fees?

A An impact fee may be imposed within the corporate limits of a city. *Id.* § 395.011(b). Impact fees may also be imposed in the city's extraterritorial jurisdiction (ETJ), except that impact fees may not be imposed in the ETJ for roadway facilities. *Id.* § 395.011(b). The area where impact fees may be assessed is called the "Service Area." For roadway facilities, the Service Area is limited to an area within the corporate boundaries of the city, not to exceed six miles. *Id.* § 395.001(g). For storm water, drainage, and flood control facilities, the Service Area may include all or part of the land within the city or its ETJ, but shall not exceed the area actually served by the storm water, drainage, and flood control facilities designated in the capital improvements plan and shall not extend across watershed boundaries. *Id.*

In areas outside both the corporate limits and ETJ of the city, a city may only impose impact fees for capital improvements by contract (but not for roadway facilities even by contract). *Id.* § 395.011(c).

Q Are there procedural prerequisites for establishing an impact fee?

A Yes. Before a city can take final action to impose impact fees, the city must first appoint a Capital Improvements Advisory Committee and then adopt: (1) a Capital Improvements Plan; and (2) Land Use Assumptions.

Q What are Land Use Assumptions?

A Land use assumptions are essentially documentation containing a description of the Service Area and projections of changes in land uses, densities, intensities, and population in the Service Area over at least a 10-year period. *Id.* § 395.001(5).

Q What is the Capital Improvements Plan (CIP)?

A Based on the projections contained in the land use assumptions, the city also prepares a draft of a CIP detailing the capital improvements that will need to be made over the term of the plan to meet existing and projected future needs. *Id.* § 395.001(2). The CIP must be developed by qualified professionals using generally accepted engineering and planning practices. *Id.* § 395.0411. The land use assumptions and CIP are detailed documents that form the basis for calculating permissible impact fees.

Q What is the Capital Improvements Advisory Committee?

A The capital improvements advisory committee ("Committee") is an advisory committee appointed by city council to assist with the impact fee adoption and implementation process. The city council must appoint the Committee before passage of the ordinance setting the public hearing on the CIP and land use assumptions. *Id.* § 395.058. Practically speaking, once a city has decided to consider adopting an impact fee, appointment of the Committee is the first official action. In some cities, members of the Planning and Zoning Commission also serve as the Committee.

The Committee's purpose is to: (1) advise and assist the city in adopting the land use assumptions; (2) review and file written comments on the city's CIP; (3) monitor and evaluate implementation of the CIP; (4) file semiannual reports with respect to the progress of the CIP and report to the city any perceived inequities in implementing the plan or imposing the impact fee; and (5) advise the city of the need to update or revise the land

use assumptions, CIP, or impact fee. *Id.* §§ 395.058(c), 395.050. Be aware that these are not simply ad-hoc committees that disappear once an impact fee ordinance has been adopted. Due to the Committee's obligation to provide semiannual reports and advise the city council with regard to the CIP and land use assumptions, the Committee should meet on a regular basis.

Q Who may serve on the Capital Improvements Advisory Committee?

A The advisory committee must be composed of at least five members. At least 40 percent of the members of the advisory committee must be representatives of the real estate, development, or building community, and not employees or officials of the city. *Id.* § 395.058(b).

Q What is the procedure for adopting an impact fee?

A Adoption of an impact fee requires strict compliance with several detailed statutory steps, lest the city open itself up to potential legal challenge. This is a technical process with specific notice and hearing timelines, so if a city wishes to adopt impact fees or update its impact fees, it should involve its professionals early, including the city attorney and city engineer. The following is a summary of the procedural steps:

- (1) **Draft CIP and Land Use Assumptions.** The city must prepare a draft of its land use assumptions and CIP. *Id.* § 395.042. In practice, the Committee generally creates or updates these drafts in advance of the hearing described below.
- (2) **Set Hearing on CIP and Land Use Assumptions.** The council must adopt an order, resolution, or ordinance establishing a public hearing date to consider the CIP and land use assumptions. *Id.* Proper notice of the hearing must be given at least 31 days in advance of the date of the hearing. *Id.* § 395.044.
- (3) **Hold Public Hearing on CIP and Land Use Assumptions.** At the hearing, the council must allow all who desire to speak for or against the CIP or land use assumptions, or any other topic related to the upcoming impact fees, to present their views to the council. *Id.* § 395.044(c)(4).

(4) **Vote to Adopt an Ordinance Approving the CIP and Land Use**

Assumptions. After the conclusion of the hearing, the council should “determine whether to adopt or reject an ordinance, order, or resolution approving the land use assumptions and capital improvements plan.” *Id.* § 395.045(a). Whether this “determination” step is a distinct requirement from simply adopting the CIP and land use assumptions is debatable. Regardless, within 30 days after the hearing, the city council must adopt an ordinance, order, or resolution approving the CIP and land use assumptions. *Id.* § 395.045(b).

(5) **Set Hearing on Impact Fees.** Assuming the city adopts the ordinance approving the CIP and land use assumptions, the city council must adopt an order or resolution setting a public hearing to consider the imposition of the impact fee. *Id.* § 395.047. Proper notice of the hearing must be given at least 31 days in advance of the date of the hearing. *Id.* § 395.049.

(6) **Advisory Committee Comments.** At least six business days before the hearing on the imposition of impact fees, the Committee must file written comments concerning the proposed impact fees. *Id.* § 395.050.

(7) **Hold Public Hearing on Impact Fees.** At the hearing on imposition of impact fees, the city council must allow all who desire to speak for or against the impact fees, or any other topic related to the upcoming impact fees, to present their views to the council. *Id.* § 395.049(c)(5).

(8) **Approve Impact Fee.** Within 30 days after the hearing on the imposition of impact fees, the city council must approve or disapprove the impact fees by order, ordinance, or resolution. *Id.* § 395.051.

Q When is an ordinance, order or resolution adopting impact fees effective?

A An ordinance, order or resolution establishing an impact fee can be effective immediately upon adoption, but the validity of such ordinance, order or resolution can be challenged in court. A lawsuit to contest the validity of an impact fee must be filed within 90 days from the date of adoption of the ordinance, order or resolution.

Id. § 395.077. To avoid refunding collected impact fees following a successful appeal, some cities delay the implementation of impact fees until after the 90-day appeal period has expired.

Q How much in impact fees may a city charge?

A An impact fee may not exceed the cost of capital improvements and facility expansions required by the new development (as calculated by a professional engineer), minus a credit in an amount equal to either: (1) the new property taxes and utility revenue generated by the development; or (2) 50 percent of total costs of the capital improvements, with that figure being divided by the total number of projected service units attributable to the new development. *Id.* § 395.015. Additionally, any construction of, contributions to, or dedications of off-site roadway facilities agreed to or required by the city as a condition of development approval shall be credited against roadway facilities impact fees otherwise due from the development. *Id.* § 395.023. It is up to the city, with the advice of its professionals, to determine which of the two credits above will be subtracted from the costs when calculating the impact fee.

Q What is the difference between impact fee “assessment” and “collection?”

A “Assessment” is the determination of the maximum amount of the impact fee that can be charged per service unit of development on the date when the impact fee amount is calculated as discussed below. *Id.* § 395.016(f). “Collection” is the actual payment of the assessed impact fee to the city.

Q When may an impact fee be assessed and collected from a developer?

A Generally, impact fees are assessed on development at the time the final plat of the property is recorded. *Id.* § 395.016. Impact fees are generally collected when a building permit is issued or, in some cases, when a meter is installed. *Id.* § 395.016. Keep in mind that, with certain exceptions, impact fees generally may be assessed but not collected where services are unavailable. *Id.* § 395.019. Chapter 395 provides different timeframes for assessment and collection of impact fees based on when the impact fees were adopted, so cities should carefully review Chapter 395 before taking final action. Additionally, the landowner and the city can set,

by agreement, the time and method of payment of impact fees. *Id.* § 395.018.

Q When is it too late to assess an impact fee on new development?

A If an impact fee is adopted after the land being developed is platted, fees cannot be assessed on any service unit that receives its building permit within one year after adoption of the impact fee. *Id.* § 395.016(c).

Q Should a city segregate impact fee funds from other municipal funds ?

A Yes. Because impact fee funds may be spent only for the purposes for which the impact fee was imposed, mingling the funds with other city revenues can be problematic. The order, ordinance, or resolution levying an impact fee must provide that all funds collected through the adoption of an impact fee shall be deposited in interest-bearing accounts clearly identifying the category of capital improvements or facility expansions within the service area for which the fee was adopted. *Id.* § 395.024(a). Furthermore, interest earned by impact fees is subject to the same use restrictions placed on the use of impact fee funds. *Id.* § 395.024(d).

Q What fees and other development tools are not considered impact fees (and thus not subject to the procedures or restrictions under Chapter 395)?

A A number of land development costs are not considered impact fees, and thus are not subject to the detailed procedures and formulas set forth in Chapter 395, including: (1) dedication of land for public parks; (2) payment in lieu of the dedication of parks; (3) dedication of rights-of-way or easements for on-site or off-site water distribution, wastewater collection or drainage facilities, or streets, sidewalks, or curbs if the dedication or construction is required by a valid ordinance and is necessitated by and attributable to the new development; (4) construction or dedication of on-site or off-site water distribution, wastewater collection or drainage facilities, or streets, sidewalks, or curbs if the dedication or construction is required by a valid ordinance and is necessitated by and attributable to the new development; (5) lot or acreage fees to be placed in trust funds for the purpose of reimbursing

developers for oversizing or constructing water or sewer mains or lines; and (6) other pro rata fees for reimbursement of water or sewer mains or lines extended by the political subdivision. *Id.* § 395.001(4).

Q Is a city required to review its CIP, Land Use Assumptions or impact fees after adoption?

A Yes. A city imposing impact fees must hold hearings and update its CIP and land use assumptions at least every five years. *Id.* § 395.052. Chapter 395 contains detailed procedures for hearings, review, and amendment of the CIP, which are essentially the same as the procedures for initial adoption. *Id.* §§ 395.053-395.0575. Keep in mind that the Committee is required to make semiannual reports to the city council as well as advise the council with respect to the progress of the CIP. ★

The advertisement features a background image of water ripples. At the top, the HydroPro Solutions logo is displayed, consisting of a blue triangle and the text 'HYDROPRO SOLUTIONS'. Below the logo, three large red rectangular boxes are stacked vertically, containing the text 'READY TO', 'INCREASE', and 'REVENUE?' in white, bold, sans-serif capital letters. At the bottom of the ad, white text reads: 'WE CAN HELP YOUR WATER UTILITY: INCREASE REVENUE, DECREASE OPERATIONAL COSTS & INCREASE SAFETY'. Below this, a thin white line separates the text from the footer, which includes 'FLUID WORLD, SOLID RELIABILITY' and the website 'WWW.HYDROPROSOLUTIONS.COM' and phone number '(512) 996-8944'.



Meeting
Date: 3/21/2022

Date: 03/15/2022

Item #: 13.

Dept.: Administration

Action Item

SUBJECT:

Consider and take appropriate action on a contract with Greenspot for EV charging stations and authorize the City Manager to negotiate related terms and to execute necessary documents.

BACKGROUND:

Greenspot intends to site Electric Vehicles (EV) Charging stations at the Civic Center, City Hall and Sports Complex. No cost to the city, but the city will have to provide the necessary parking and public right of way to have them constructed. City will also participate in the profit sharing of each station.

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
☐	☒	☐	☐	☐



ELECTRIC VEHICLE CHARGING STATION SERVICES PROPOSAL

GreenSpot JC, LLC | 155 2nd Street, Jersey City, NJ 07302 | (201) 347-7794 | info@joininggreenspot.com

Date Issued: 3/15/2022

Site Host: Kaufman Texas

Property: 209 S Washington St, Kaufman, TX 75142

Attention: Mike Slye

Quote: Kaufman Texas

Sales Rep: Max Limone

Rep Phone: 609-204-9176

Rep Email: max@joininggreenspot.com

Unit Quantity: 7

Equipment: BTC Power Level 2 30A Single Port Wall Mounted Charger

Description:	Unit Cost:	Total Cost:
Soft Cost (Engineering and Permitting)	\$1,697.14	\$11,880.00
Service Cost (Electrical Service)	\$7,548.86	\$52,842.00
Make Ready Cost (From Panel to Equipment)	\$5,759.19	\$40,314.30
Equipment Cost (Charging Equipment)	\$15,862.60	\$111,038.20
Subtotal	\$30,867.79	\$216,074.50

Discount	100%	-\$216,074.50
Total		\$0.00

Fixed kW Spread:	0.12	Profit Sharing:	5%
		Profit Sharing Upon Return on Investment	20%

1. Sales tax will be applied to this quote at time of invoicing.
2. All pricing is confidential between Partner and Greenspot.
3. Invoicing of 50% occurs when equipment order placed and 50% once installation is completed.
4. All invoices are Net 30 days. Credit checks are required for new customers.
5. All quotes will automatically expire 14 calendar days from the date issued.
6. 2-year parts-only warranty is included with this equipment.
7. Grant/Rebate funding is not guaranteed.

By signing this quote I hereby acknowledge that I have the authority to purchase the product detailed on this document on behalf of my organization. Furthermore, I agree to the above terms and conditions and that this signed quote shall act as a purchase order.

Accepted by: Signature: _____

Name (Print): _____

Title: _____

Date: _____

ELECTRIC VEHICLE CHARGING SERVICES SITE HOST PARTNERSHIP AGREEMENT

BETWEEN:

 GREENSPOT JC, LLC A New Jersey limited liability company 155 2nd Street Jersey City, NJ 07302 Tel: (201) 347-7794 Email: info@joininggreenspot.com (hereinafter “Provider”)	AND	Partner’s Name; EIN _____ A _____ Partner’s State of Incorporation _____ Partner’s Business Address _____ Tel: _____ Email: _____ (hereinafter “Partner”)
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WHEREAS, Provider, is engaged in installing, operating, marketing, selling, managing, and servicing electric vehicle (“**EV**”) networked charging equipment (the “**Equipment**”); and

WHEREAS, Partner is the owner, lease holder, or manager of the property(ies) located at the address(es) listed in [Schedule A](#) (“**Property**”); and

WHEREAS, Partner and Provider are interested to deploy and operate the Equipment on the Property through the terms and conditions set forth in this agreement (“**Agreement**”).

NOW THEREFORE, THE PARTIES HAVE AGREED AS FOLLOWS:

AGREEMENT SUMMARY AND DEFINITIONS*:

Provider	In some clauses in this Agreement “Provider” may include Provider’s affiliates, subcontractors, and/or agents.
Effective Date	The date that all of the Equipment in Schedule B is actually installed and made accessible to EVs.
Initial Term	Five (5) years following the Effective Date.
Renewal Term	Two automatic renewals of five (5) years each.
Equipment	The Equipment listed in Schedule B .
Property	Those property locations with the address(es) listed in Schedule A .
Equipment Ownership	The Provider owns the Equipment.
Installation and Services Responsibility	The Provider is responsible for installation and services.
Service Fees	Transaction and Electricity Distribution fees 25% of Gross Revenue; and Electricity Reimbursement.
Management Fee	Network, software, and maintenance fees \$0 per month.
Equipment Cost	Equipment cost is covered by Provider.
Revenue Sharing	Provider 90% and Partner 5%. Upon Provider’s return on investment, Partner sharing increases to 20%.
Fixed kW Spread (Profit)	\$0.12 per kW.
Federal/State/Local Credits/Rebates/Grants	Payable to Provider.

* All the terms used in the summary, above, have the same meanings attached to the terms within this Agreement.

1. Engagement

- 1.1. Provider and Partner hereby engage in this EV charging service agreement whereby Provider will supply, install, operate, and service the Equipment listed in [Schedule B](#), on the property address(es) listed in [Schedule A](#), under the terms and conditions hereof throughout the Term.
- 1.2. **Installation:** Provider shall install the Equipment at the location(s) within the Property specifically designated for EV charging by Partner and set forth and/or depicted by diagrams in [Schedule A](#) (the “**Designated Areas**”). The Property list ([Schedule A](#)) may be updated from time to time throughout the Term to include additional property(ies). Provider will connect the Equipment to the electricity grid and bear the cost associated with the installation.
- 1.3. **Licenses/Permits:** Provider undertakes to use licensed professional services and obtain all necessary permits to install the Equipment.
- 1.4. **Temporary Disruption and Security:** Parking spaces may be temporarily disrupted during installation and/or service of the Equipment. Provider shall use its best efforts to minimize the disruption. Partner is responsible for and agrees to provide the necessary security of the Designated Areas during installation and/or service of the Equipment.
- 1.5. **Services:** Provider will service and operate the Equipment at the Designated Areas throughout the Term.

2. Term and Termination

- 2.1. **Initial Term:** The initial term of this Agreement shall be for a period of five (5) years commencing on the Effective Date (“**Initial Term**”).
- 2.2. **Renewal Term; Term:** This Agreement shall automatically renew for two additional five (5) year renewal terms (each, a “**Renewal Term**” and, together with the Initial Term, the “**Term**”);
- 2.3. **Expiration:** Upon expiration of the second Renewal Term, unless terminated earlier, the Agreement shall continue on a month-to-month basis.
- 2.4. **Termination:** Provider may terminate this Agreement by delivering Partner with ninety (90) days written notice of termination at any time prior to the expiration of the Term or any applicable Renewal Term.
- 2.5. **Termination Fee; Removal Cost:** In the event the Partner elects to terminate this Agreement prior to the end of the Initial Term or first Renewal Term, Partner agrees to pay Provider a termination fee (the “**Termination Fee**”) equal to Provider’s unamortized cost of any installed Equipment at the Property, per the depreciation schedule, based on a ten (10) year period from the beginning of the Term ([Schedule B](#)). If Partner terminates the Agreement at any time during the Term (including throughout any of the Renewal Terms) Partner will be subject to a removal fee, in the amount of \$750 per L2 station and \$2,500 per DC station, which will cover the removal of the Equipment and shipping the Equipment back to Provider’s facility (the “**Removal Cost**”). However, Partner shall not be

subject to payment of the Removal Cost, if it chooses to independently remove the Equipment and ship the Equipment to Provider's facility.

- 2.6. **Removal of Equipment:** Provider shall have the right, but not the obligation, upon termination or expiration of this Agreement, to enter upon the Property within sixty (60) days after such termination or expiration and to remove the Equipment as well as any other ancillary property of Provider relating thereto. Provider shall coordinate removal of Equipment with Partner.

3. Equipment

- 3.1. **Supply:** Provider shall supply the Equipment listed in [Schedule B](#), shortly after the execution of this Agreement.

- 3.2. **Ownership:** All rights, titles and interests in and to the Equipment shall, at all times during the Term, be and remain the property of the Provider. Provider's ownership shall include, but not limited to, all hardware, software, records, files and/or data collected or produced by the Equipment (the "Proprietary Data"), as well as any and all environmental (or similar) credits generated by the use or disbursement of electricity by the Equipment.

- 3.3. **Grants and Rebates:** Provider holds all right, title and interest in and to any grants and/or rebates received, or may be received in the future, in connection with the installation, and/or operation of the Equipment and/or the Network under this Agreement. If any grant and/or rebate is received in the name of the Partner or its subsidiaries, Partner expressly agrees that this Agreement shall act as an assignment of its right, title and interest in and to such grant and/or rebate.

____ (Partner initials)

- 3.4. **Additional Equipment:** Provider may assess, from time to time, the need for additional Equipment on the Property based on certain parameters and make its recommendations to the Partner. If accepted: (i) Provider shall perform installations of the additional Equipment and carry all associated costs; (ii) the parties will execute an Installation Date Acknowledgement Certificate ([Schedule C](#)) for the additional Equipment, which will establish a new Effective Date. The Term of this Agreement shall restart from the day of the new Effective Date.

- 3.5. **Equipment Upgrade:** During the Term, Provider may upgrade the Equipment within the Designated Areas. Provider shall be solely responsible for all costs associated with such upgrade.

- 3.6. **Relocation of Equipment:** During the Term, Partner shall not unreasonably withhold its approval of Provider's request to relocate or remove underperforming Equipment from a specific location to a different location within the Designated Area(s). Provider shall be responsible for the costs associated with the relocation or removal of the Equipment. In the event the relocation or removal of the Equipment is made due to the determination of the Partner or a third party, Partner shall be solely responsible for all associated costs of the relocation and/or removal.

- 3.7. **Access to Equipment:** Provider, its employees, agents, and vendors may enter upon the Property at any time (and to the extent possible, with notice to Partner), for purposes of inspecting, servicing, and maintaining the Equipment. Partner shall not interfere with Provider's services, maintenance, or data collection from the Equipment, or its other responsibilities under this Agreement.

- 3.8. **Markings:** The Equipment will be marked with the following information for users: contact information for complaints, notification and service issues, a QR code (or similar), station identification number, and basic instructions on how to use the Equipment.

- 3.9. **Property Condition:** Partner agrees, at its own expense and at all times during the Term, to keep public areas, streets and sidewalks appurtenant to any Designated Areas, reasonably free of debris and rubbish and in good repair and condition. In addition, Partner shall provide and maintain, in compliance with any applicable codes and statutes, such outdoor lights and lighting as may be necessary to illuminate the Designated Areas and Equipment. Partner shall be responsible to protect the Equipment on the Property.

- 3.10. **Temporary Outage:** Partner shall notify Provider of any temporary outage ("Outage") of the Equipment and/or Designated Area. An Outage is a situation that interrupts the normal operation of the Equipment for less than thirty (30) days ("Outage Period"). Partner shall use its best efforts to minimize the Outage Period. If Outage lasts longer than Outage Period,

Partner agrees to bear the cost of the Service Fees until the Equipment is returned to normal operation.

- 3.11. **Internet Connection:** In the event the Equipment cellular signal is not available, Partner will allow Provider to access its WiFi network or wired ethernet (LAN), if such networks are available at the Property.

- 3.12. **Signage:** Provider will install and pay all costs and expenses associated with the signage that it will supply, for marking the spot in the Designated Area(s) as EV charging station area.

- 3.13. **Advertising on Equipment:** Provider shall have the right, but not the obligation, to place third party advertisements on the Equipment subject to Partner's approval which shall not be unreasonably withheld.

4. Maintenance and Customer Service

- 4.1. Provider, its approved subcontractors, affiliates, and/or agents will service and operate the Equipment.

- 4.2. Provider will maintain and replace the Equipment as necessary to keep the Equipment in proper working order.

- 4.3. Provider will make available technical service support personnel to promptly service the Equipment in a commercially reasonable manner.

- 4.4. If Partner knows of or becomes aware of any actual or potential claim against Provider by any person or entity, or any actual or potential malfunction with the Equipment, Partner shall notify Provider promptly upon discovery of such claim or malfunction.

- 4.5. If the Equipment requires maintenance or replacement due to vandalism, Partner shall be responsible to carry the costs associated with such services. If Partner decides not to repair or replace the vandalized Equipment, this will be subject to Clause 2.5 of this Agreement.

5. Payments and Fees

- 5.1. **Collection of Revenue:** Provider will record the Equipment usage and collect all revenue generated by the Equipment.

- 5.2. **Revenue Payment:** Provider shall remit to Partner ten percent (5%) of the Net Revenues ("Net Revenues") generated by the Equipment ("Revenue Payment"). If Provider has returned the investment, Provider shall remit to Partner twenty percent (20%) of the Net Revenues.

- 5.3. **Net Revenues:** The gross revenues generated from the Equipment through EV charging fees and advertising ("Gross Revenues"), minus: (i) any electricity reimbursement or utility charges reimbursed or paid by Provider hereunder, (ii) any and all taxes paid by Provider, (iii) transaction and electricity distribution fees of twenty-five percent (25%) of Gross Revenues, and (iv) network, software, and management fees. ((i), (ii), (iii), and (iv) being referred to hereinafter as the "Service Fees").

- 5.4. Provider shall issue the Revenue Payment to Partner on or before the fifteenth (15th) day of each quarter subsequent to the applicable quarterly revenue period. An activity report for the reported quarter detailing: the number of transactions, the Gross Revenues, and the Service Fees, will accompany each Revenue Payment.

- 5.5. If the Gross Revenues do not cover the Service Fees incurred in a given quarter, such unpaid Service Fees will accrue to the following quarter. Unpaid Service Fees will be waived at the end of each year.

- 5.6. Partner waives all claims for any additional payments beyond the Revenue Payment.

- 5.7. **Electronic Payments:** Partner agrees that unless Partner executes the ACH Form ([Schedule D](#)), no Revenue Payment shall be processed to Partner unless and until either (i) the aggregate amount due to Partner exceeds one-hundred dollars and zero cents (\$100.00) or (ii) it is January 15th and there are unpaid Revenue Payments due to Partner as of December 31st of the previous year.

- 5.8. **Session Limits:** Provider shall be solely responsible for managing issues relating to session time limits, advertising fees or other charges relating to use of the Equipment by any party.

6. Electricity

- 6.1. **Partner's Electric Meter:** If the Equipment is connected to Partner's electric meter, Provider shall reimburse Partner for the electricity used by the Equipment (the "Electricity Reimbursement"), in accordance with the usage indicated by the Equipment's internal meter. The meter indicates the exact amount of Kilowatt hours (kWh) that the Equipment utilizes in charging EVs during every quarter ("Quarterly kWh"). Provider will then

reimburse the Partner for the Quarterly kWh at the rate, per kWh, which the utility company charges the Partner in its monthly electricity bill. Partner shall provide the most recent electricity bill for Provider to calculate the Electricity Reimbursement. The Electricity Reimbursement shall be issued by Provider to Partner on or before the fifteenth (15th) day of each quarter subsequent to the applicable quarterly period of usage.

- 6.2. **Provider's Electric Meter:** Provider is hereby granted the option, which it may exercise at its sole discretion, to install its own electric meter at the Property and connect the Equipment to such meter at no cost to Partner.

7. Press Releases and Public Filings

- 7.1. Provider and/or its parent may release information concerning this Agreement as a press release.
- 7.2. Partner agrees that Provider may use Partner's name and logo as a customer in its marketing materials subject to Partner's approval which shall not be unreasonably withheld.
- 7.3. Partner may not disclose any information relating to this Agreement without obtaining Provider's prior approval, in writing.

8. Exclusive Right and Option

- 8.1. **EV Exclusivity:** Partner hereby grants Provider with an exclusive right to install, maintain, service or operate any EV charging equipment on the Property during the Term.
- 8.2. **Additional Locations:** During the Term, in the event that additional Designated Areas for EV charging equipment will be needed, either on the Property or at another Partner-owned/leased/managed location, Provider shall have the exclusive option to provide, operate, and service the Equipment at said location ("**Additional Equipment**"). The Additional Equipment shall be listed and added to [Schedule B](#), the new location(s) shall be added to the list of the Designated Areas ([Schedule A](#)), and all terms and conditions of this Agreement shall apply to the Additional Equipment.
- 8.3. Provider shall have the sole determination on the appropriate ratio of Equipment in a Designated Area under this Agreement.

9. Indemnification

- 9.1. Partner shall indemnify Provider and hold it harmless from and against any and all claims, actions, damages, liabilities and expenses incurred in connection with loss of life, personal injury, and/or damage to property arising directly out of the negligence or misconduct of Partner, agents, employees or servants, including costs and reasonable attorneys' fees.
- 9.2. Provider shall indemnify Partner and hold it harmless from and against any and all claims, actions, damages, liabilities and expenses incurred in connection with loss of life, personal injury, and/or damage to property arising directly out of the negligence or misconduct of Provider, its agents, employees or servants, including costs and reasonable attorneys' fees.

10. Limitation of Liability

- 10.1. Provider's aggregate liability under this Agreement shall not exceed the greater of: the aggregate Net Revenues retained by Provider in the calendar year prior to the event giving rise to a claim; or the maximum compensation paid by the applicable insurance, if the liability is covered by an existing insurance policy.
- 10.2. In no event will Provider be liable for any lost revenue or profit, lost or damaged data, business interruption, loss of capital, or for special, indirect, consequential, incidental or punitive damages, however caused and regardless of the theory of liability or whether arising out of the use of the Equipment, this Agreement or otherwise or based on any expressed, implied or claimed warranties not specifically set forth in this Agreement.

11. Confidential Information and Privacy

- 11.1. The Provider and Partner executed the attached Mutual Non-Disclosure and Confidentiality Agreement ([Schedule E](#)).
- 11.2. **Privacy:** Where the Provider and/or Partner provides or makes available personal information to the other Party in connection with this Agreement, the first Party must: (i) comply with all Privacy Laws in relation to that

personal information; and (ii) take all steps that are reasonable in the circumstances to keep that personal information safe and secure.

12. Injunctive Relief

- 12.1. Provider shall be entitled to enforce each of the obligations and restrictive covenants by means of injunctive relief or an order of specific performance and that such remedy shall be available in addition to all other remedies available at law or in equity.
- 12.2. In such action, Provider shall not be required to plead or prove irreparable harm or lack of an adequate remedy at law or post a bond or any security.

13. Force Majeure

- 13.1. If Provider shall be delayed in or prevented from the performance of any act required under this Agreement by reason of any strike, lockout, labor trouble, inability to procure materials or energy, failure of power, weather, restrictive governmental laws or regulations, riot, insurrection, picketing, sit-ins, war or other unavoidable reason of a like nature not attributable to the negligence or fault of Provider, the performance of such work or action will be excused for the period of the unavoidable delay and the period for the performance of any such work or action will be extended for an equivalent period.

14. Dispute Resolution

- 14.1. This Clause 14 applies to any dispute which arises between Provider and Partner in connection with this Agreement ("**Dispute**").
- 14.2. **Amicable Resolution:** If either Party considers that a Dispute has arisen, it may issue a notice to the other Party, setting out reasonable particulars of the matters in the dispute ("**Dispute Notice**"). The parties must promptly hold discussions between their representatives after the issue of a Dispute Notice to attempt to resolve the Dispute.
- 14.3. If the Dispute has not been resolved within ten (10) business days after commencement of the amicable efforts, either Party may pursue its rights and remedies under this Agreement as it sees fit.
- 14.4. **Court Proceedings:** Notwithstanding the above, either Party may, at any time, commence court proceedings in relation to a Dispute or claim arising in connection with this Agreement.
- 14.5. **Governing Law and Jurisdiction:** This Agreement shall be governed by the laws of the State of New Jersey, without regard to conflict of laws. Any suit involving any Dispute arising under this Agreement may only be brought in State or Federal Court of Hudson County, New Jersey which shall have exclusive jurisdiction over the subject matter of the Dispute.
- 14.6. EACH OF THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER AGREEMENT OR INSTRUMENT DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

15. Notice

- 15.1. Any notice required to be given or otherwise given pursuant to this Agreement shall be in writing and shall be (i) hand delivered, or (ii) mailed by certified mail, return receipt requested, or (iii) sent via recognized overnight courier service to the addresses listed above, or (iv) transmitted by email with a read receipt.

16. Insurance

- 16.1. Each Party shall hold and maintain, at all times during the Term, fitting and suitable insurance policies according to the reasonably perceived risks associated with each Party's responsibilities under this Agreement, and in accordance with standard industry practice.

17. General

- 17.1. Nothing in this Agreement shall constitute or be deemed to constitute a partnership or joint venture between the Parties hereto or constitute or be deemed to constitute any Party as the agent or employee of the other Party for any purpose whatsoever and neither Party shall have authority or power

to bind the other or to contract in the name of, or create a liability against, the other in any way or for any purpose.

- 17.2. Partner agrees to comply with all applicable laws, statutes, regulations or rules, including those of applicable self-regulatory bodies in its performance of this Agreement.
- 17.3. Partner may not assign, in whole or in part, or novate its rights and obligations under this Agreement without the prior written consent of Provider.
- 17.4. This Agreement supersedes all previous agreement about its subject matter. This Agreement embodies the entire agreement between the Parties.
- 17.5. A right under this Agreement may only be waived in writing signed by the Party granting the waiver and is effective only to the extent specifically set out in the waiver.
- 17.6. This Agreement may be signed in any number of counterparts. All counterparts together make one instrument.
- 17.7. **Partner Representation:** If Partner is not the Property Owner, or Leaseholder of the Property, and in the case of a leaseholder, if Partner does not have authority to carry out its obligations under this Agreement pursuant to its lease agreement with the Property Owner, Partner hereby expressly warrants that it will obtain the Property Owner or Leaseholder's signature in the section of the signature panel titled "Property Owner/Leaseholder's Acceptance and Agreement."
- 17.8. **Agreement Subject to Grant:** If the Parties have submitted a grant/rebate application in connection with this Agreement, each Party agrees that this Agreement is being executed by the Parties subject to the Parties receiving the grant/rebate to cover all or part of the cost of this Agreement. Either Party may terminate this Agreement with no penalty if the grant/rebate is not received.
-

IN WITNESS WHEREOF, the Parties hereto have each caused this Agreement to be executed by their officers duly authorized to execute the same as of the day and year first above written.

Signed by the authorized representative of Provider:	Signed by the authorized representative of Partner:
Signature: _____	Signature: _____
Name: _____	Name: _____
Position: _____	Position: _____
Date: _____	Date: _____

Property Owner/Leaseholder's Acceptance and Agreement:

By adding our signature below, we accept all of the terms and conditions of this Agreement that might apply to us, or might be affected by our ownership or leasehold on the Property, during the Term hereof. Additionally, our signature below expressly grants the authority to Partner to enter into this Agreement and carry out any obligations and make any decisions pursuant to this Agreement which may need our authorization due to our ownership or leasehold on the Property:

By: _____

Name: _____

Position: _____

Date: _____

SCHEDULE B – EQUIPMENT AND DEPRECIATION SCHEDULE

Equipment Name	Details	Quantity
BTC Power DCFC 50kW	L3S-50-208-01-003	2
BTC Power Level 2 30A Dual Port	EVP-2002-30-P-0001	5

DEPRECIATION SCHEDULE

Dual Port Level 2						DC Fast Charger					
Month	MSRP	\$7,466.00	Depreciation	\$62.22		Month	MSRP	\$33,701.20	Depreciation	\$280.84	
1	\$7,403.78	41	\$4,915.12	81	\$2,426.45	1	\$33,420.36	41	\$22,186.62	81	\$10,952.89
2	\$7,341.57	42	\$4,852.90	82	\$2,364.23	2	\$33,139.51	42	\$21,905.78	82	\$10,672.05
3	\$7,279.35	43	\$4,790.68	83	\$2,302.02	3	\$32,858.67	43	\$21,624.94	83	\$10,391.20
4	\$7,217.13	44	\$4,728.47	84	\$2,239.80	4	\$32,577.83	44	\$21,344.09	84	\$10,110.36
5	\$7,154.92	45	\$4,666.25	85	\$2,177.58	5	\$32,296.98	45	\$21,063.25	85	\$9,829.52
6	\$7,092.70	46	\$4,604.03	86	\$2,115.37	6	\$32,016.14	46	\$20,782.41	86	\$9,548.67
7	\$7,030.48	47	\$4,541.82	87	\$2,053.15	7	\$31,735.30	47	\$20,501.56	87	\$9,267.83
8	\$6,968.27	48	\$4,479.60	88	\$1,990.93	8	\$31,454.45	48	\$20,220.72	88	\$8,986.99
9	\$6,906.05	49	\$4,417.38	89	\$1,928.72	9	\$31,173.61	49	\$19,939.88	89	\$8,706.14
10	\$6,843.83	50	\$4,355.17	90	\$1,866.50	10	\$30,892.77	50	\$19,659.03	90	\$8,425.30
11	\$6,781.62	51	\$4,292.95	91	\$1,804.28	11	\$30,611.92	51	\$19,378.19	91	\$8,144.46
12	\$6,719.40	52	\$4,230.73	92	\$1,742.07	12	\$30,331.08	52	\$19,097.35	92	\$7,863.61
13	\$6,657.18	53	\$4,168.52	93	\$1,679.85	13	\$30,050.24	53	\$18,816.50	93	\$7,582.77
14	\$6,594.97	54	\$4,106.30	94	\$1,617.63	14	\$29,769.39	54	\$18,535.66	94	\$7,301.93
15	\$6,532.75	55	\$4,044.08	95	\$1,555.42	15	\$29,488.55	55	\$18,254.82	95	\$7,021.08
16	\$6,470.53	56	\$3,981.87	96	\$1,493.20	16	\$29,207.71	56	\$17,973.97	96	\$6,740.24
17	\$6,408.32	57	\$3,919.65	97	\$1,430.98	17	\$28,926.86	57	\$17,693.13	97	\$6,459.40
18	\$6,346.10	58	\$3,857.43	98	\$1,368.77	18	\$28,646.02	58	\$17,412.29	98	\$6,178.55
19	\$6,283.88	59	\$3,795.22	99	\$1,306.55	19	\$28,365.18	59	\$17,131.44	99	\$5,897.71
20	\$6,221.67	60	\$3,733.00	100	\$1,244.33	20	\$28,084.33	60	\$16,850.60	100	\$5,616.87
21	\$6,159.45	61	\$3,670.78	101	\$1,182.12	21	\$27,803.49	61	\$16,569.76	101	\$5,336.02
22	\$6,097.23	62	\$3,608.57	102	\$1,119.90	22	\$27,522.65	62	\$16,288.91	102	\$5,055.18
23	\$6,035.02	63	\$3,546.35	103	\$1,057.68	23	\$27,241.80	63	\$16,008.07	103	\$4,774.34
24	\$5,972.80	64	\$3,484.13	104	\$995.47	24	\$26,960.96	64	\$15,727.23	104	\$4,493.49
25	\$5,910.58	65	\$3,421.92	105	\$933.25	25	\$26,680.12	65	\$15,446.38	105	\$4,212.65
26	\$5,848.37	66	\$3,359.70	106	\$871.03	26	\$26,399.27	66	\$15,165.54	106	\$3,931.81
27	\$5,786.15	67	\$3,297.48	107	\$808.82	27	\$26,118.43	67	\$14,884.70	107	\$3,650.96
28	\$5,723.93	68	\$3,235.27	108	\$746.60	28	\$25,837.59	68	\$14,603.85	108	\$3,370.12
29	\$5,661.72	69	\$3,173.05	109	\$684.38	29	\$25,556.74	69	\$14,323.01	109	\$3,089.28
30	\$5,599.50	70	\$3,110.83	110	\$622.17	30	\$25,275.90	70	\$14,042.17	110	\$2,808.43
31	\$5,537.28	71	\$3,048.62	111	\$559.95	31	\$24,995.06	71	\$13,761.32	111	\$2,527.59
32	\$5,475.07	72	\$2,986.40	112	\$497.73	32	\$24,714.21	72	\$13,480.48	112	\$2,246.75
33	\$5,412.85	73	\$2,924.18	113	\$435.52	33	\$24,433.37	73	\$13,199.64	113	\$1,965.90
34	\$5,350.63	74	\$2,861.97	114	\$373.30	34	\$24,152.53	74	\$12,918.79	114	\$1,685.06
35	\$5,288.42	75	\$2,799.75	115	\$311.08	35	\$23,871.68	75	\$12,637.95	115	\$1,404.22
36	\$5,226.20	76	\$2,737.53	116	\$248.87	36	\$23,590.84	76	\$12,357.11	116	\$1,123.37
37	\$5,163.98	77	\$2,675.32	117	\$186.65	37	\$23,310.00	77	\$12,076.26	117	\$842.53
38	\$5,101.77	78	\$2,613.10	118	\$124.43	38	\$23,029.15	78	\$11,795.42	118	\$561.69
39	\$5,039.55	79	\$2,550.88	119	\$62.22	39	\$22,748.31	79	\$11,514.58	119	\$280.84
40	\$4,977.33	80	\$2,488.67	120	\$0.00	40	\$22,467.47	80	\$11,233.73	120	\$0.00

INSTALLATION DATE ACKNOWLEDGEMENT

For the purposes of determining the Term of the Agreement, pursuant to Clause 3.4 hereof, the following date shall be deemed the acknowledgment of the initial date of installation of the Equipment at the following location(s):

Property Address	Designated Areas	GPS Coordinates	Point of Contact	Date of Installation

Signed by the authorized representative of Provider: Signature: _____ Name: _____ Position: _____ Date: _____	Signed by the authorized representative of Partner: Signature: _____ Name: _____ Position: _____ Date: _____
---	--

Property Owner/Leaseholder's Acceptance and Agreement:

By adding our signature below, we accept all of the terms and conditions of this Agreement that might apply to us, or might be affected by our ownership or leasehold on the Property, during the Term hereof. Additionally, our signature below expressly grants the authority to Partner to enter into this Agreement and carry out any obligations and make any decisions pursuant to this Agreement which may need our authorization due to our ownership or leasehold on the Property:

By: _____

Name: _____

Position: _____

Date: _____

PARTNER AUTHORIZATION AND ACKNOWLEDGEMENT

I hereby authorize Greenspot JC LLC (the “Provider”) to electronically credit my account as follows:

I agree that the ACH transactions I hereby authorize comply with all applicable law.

Bank Name: _____

Name on the Account: _____

Routing Number: _____

Account Number: _____

I understand that this authorization will remain in full force and effect until I notify the Provider in writing that I wish to revoke this authorization. I understand that the Provider requires at least two (2) weeks prior notice in order to cancel this authorization. I understand that debits made for the sole purpose of correcting erroneous credits do not require my authorization.

Signature: _____

Name: _____

Date: _____

SCHEDULE E – MUTUAL NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Mutual Non-Disclosure and Confidentiality Agreement (this “**NDA**”) is made on the same day of the Electric Vehicle Charging Services Site Host Partnership Agreement (“**Agreement**”), by and between the Provider and the Partner (Partner and Provider collectively referred to as “**Parties**” and individually as “**Party**”).

WHEREAS:

A. Provider, for the mutual benefit of the Parties’ engagement, may have provided, and may wish further to provide, to Partner, certain commercially valuable, proprietary and confidential business information and trade secrets in relation to the Purpose (defined below).

B. Partner recognizes that Provider has legitimate business interests in protecting the Confidential Information, including but not limited to, **(i)** trade secrets as defined by the New Jersey Trade Secrets Act; **(ii)** valuable, confidential business, or professional, information that otherwise does not qualify as trade secrets; **(iii)** substantial relationships with specific, prospective, or existing, Partners; and **(iv)** Partner’s goodwill associated with Provider’s business.

In consideration of the mutual covenants contained herein, the Parties hereby agree as follows:

1. DEFINITIONS: In this NDA, the following terms have the following meanings: **(i)** “**Affiliate**” with respect to either Party, shall mean any entity which directly or indirectly controls or is controlled by, or is under common control with that Party; **(ii)** “**Confidential Information**” or “**CI**” shall mean **(a)** any and all information which is disclosed by Provider (whether before or after the date of this NDA and in whatever form) to Partner including but not limited to, the revenue payments, financial statements, analyses, budgets, forecasts, evaluations, processes, products (and including, as to specific processes or products, information relating to the formulation, composition, methods of manufacture, potential uses, test methods or other technical or scientific features), business strategies, plans and procedures, trade secrets, samples, prototypes, designs, drawings, photographs, specifications, standards, manuals, formulae, algorithms, computations, compilations, data, software, programs, databases, know-how, mask work, concepts, intellectual property, costs, profits, sales, customer and supplier lists, customer requirements, price quotations of or in relation to Provider and/or its Affiliates, which Provider considers to be confidential and which is identified by Provider as confidential, or which by necessary implication must have been imparted in confidence; **(b)** the terms of the Agreement including this NDA; and **(c)** the fact that discussions are taking place between the Parties and the subject matter of the discussions. Further, all analyses, compilations, studies, summaries, extracts, notes and other documentation prepared by Partner arising out of the CI shall also be included within the purview of CI and shall be treated as such. **(iii)** “**Purpose**” shall mean the deployment and operation of Provider’s charging stations and network connectivity (“**Equipment**”) at Partner’s properties. **(iv)** “**Representatives**” shall mean any or all of a Party’s directors, officers, employees, agents, contractors and advisors.

2. CONFIDENTIALITY AND RESTRICTED USE: Partner hereby expressly agrees to:

- Hold the CI in strict confidence and use any CI only for the Purpose and for no other purpose and in particular, but without prejudice to the generality of the foregoing, Partner undertakes **(i)** not to make any commercial use of any CI; and **(ii)** not to use any CI for the benefit of itself or of any third party other than pursuant to a further agreement with Provider.
- That without the prior written consent of Provider, Partner will not in any manner or at any time publish or disclose, disseminate or otherwise provide the CI, in whole or in part, to any person or entity except to such of its Affiliates and/or Representatives as are directly concerned with the Purpose and whose knowledge of the CI is essential for the Purpose (“**Permitted Person**”).
- To safeguard the CI in the same manner as Partner would safeguard its own information of a similar nature, but with no less than reasonable care under the circumstances.
- To institute and maintain appropriate security measures to carry out the Purpose including limiting the disclosure of the CI to the Permitted Person only if the Permitted Person is subject to an obligation of confidentiality and it has been intimated that Provider’s CI must be kept confidential and must be used only for the Purpose. Partner shall ensure that each Permitted Person strictly complies with the terms of this NDA and will be unconditionally responsible for any unauthorized disclosure or use of Provider’s CI or breach of this NDA.
- That it shall immediately inform or advise Provider of any unauthorized use or disclosure, misappropriation or misuse by any person or entity of any CI upon Partner having actual notice or actual knowledge of the same or having any reason to suspect such unauthorized use or disclosure or misappropriation.
- Unless specifically requested to do so by Provider, Partner shall be prohibited from analyzing the composition of or modifying, changing, merging, adapting, translating, reverse engineering, decompiling, disassembling or preparing works derived from any Equipment or the CI.
- Subject to the provisions of this NDA, Partner may disclose CI if and to the extent that it is compelled or required to do so by a court or other authority that has jurisdiction over Partner. Before making such a disclosure Partner shall advise Provider of such required disclosure promptly upon learning thereof in order to afford Provider a reasonable opportunity to contest, limit and/or assist Partner in complying with any such requirement for disclosure.
- The obligations of confidentiality under this NDA shall not apply to any part of the CI which **(i)** Partner can demonstrate, by its written records, is already known to Partner, free of any confidentiality obligation or restriction, at the time that it was disclosed to Partner; **(ii)** is or becomes publicly known through no wrongful act or breach of this NDA on the part of Partner; **(iii)** has been independently developed by Partner without breach of this NDA or infringement of the proprietary rights of Provider; **(iv)** has been rightfully received from a third party without restriction on disclosure and without the breach of this NDA or any confidentiality obligation imposed on such third party; or **(v)** has been approved in writing for disclosure to third parties by Provider without imposing any confidentiality obligation.
- In the event CI involving any public entity is disclosed, both parties agree to refrain from trading the stock of the disclosing company until that material non-public information is publicly disseminated.

3. OWNERSHIP OF CONFIDENTIAL INFORMATION: Partner recognizes and agrees that all CI received by it from Provider is and shall remain the exclusive property of Provider and/or its respective Affiliates and that this NDA neither intends to transfer the ownership of nor grants license or any other right, express or implied, in relation to the CI or to any other intellectual property disclosed by Provider to Partner. Partner undertakes that it will not file any application for a patent, design and/or utility model based on or derived from any intellectual property of Provider (whether already filed or not).

4. NATURE OF OBLIGATION: Partner acknowledges and agrees that **(i)** the CI is a special, valuable and unique asset to Provider, its parent, subsidiaries and affiliates; **(ii)** any unauthorized disclosure or use of the CI could cause irreparable harm and loss to Provider and/or its respective Affiliates; **(iii)** monetary damages may be inadequate to compensate Provider and/or its respective Affiliates for a breach of this NDA; and **(iv)** in addition to any other remedies at law or in equity available for breach of this NDA, Provider shall be entitled to specific performance, injunctive or other equitable relief as may be necessary to restrain any continuing or further breach by Partner without showing or proving any actual damages sustained by Provider and/or its respective Affiliates in addition to any other relief or other applicable remedies. Moreover, any such award of relief to Provider shall include recovery of all actual and reasonable costs associated with enforcement of this NDA.

5. RETURN OF CONFIDENTIAL INFORMATION: All CI of Provider remains the property of that party and will be returned to it or destroyed at its request. Within thirty (30) days of receiving such a request from Provider, Partner will comply with the request and provide a written certification, signed by an officer, of its compliance.

6. REPRESENTATIONS AND WARRANTIES: Each Party agrees, acknowledges, represents, warrants and covenants with the other Party that: **(i)** this NDA constitutes a legal, valid and binding obligation and is enforceable against it in accordance with the terms hereof; and **(ii)** the execution, delivery, and performance of this NDA have been duly authorized by all requisite corporate actions and will not constitute a violation of any statute, judgment, order, decree or regulation of any court or arbitral tribunal applicable or relating to the Party, its assets or its business. Provider does not make any representation or warranty as to the accuracy or completeness about its CI (or any part thereof) and Partner should satisfy itself through independent inquiry and investigation with respect to these matters. Partner agrees that neither Provider nor its Representatives shall have any liability in any manner whatsoever for any loss or damage suffered by Partner as a result of relying upon or using any CI of Provider including, but not limited to, any consequential, incidental, direct, indirect, special, or punitive damages incurred by Partner.

7. TERM: This NDA shall be effective from the date of the Agreement and shall continue in force thereafter for five (5) years following the termination of any business relations between the Parties.

8. INDEMNIFICATION: Partner hereby agrees to indemnify and hold harmless Provider and Provider’s Affiliates from and against any and all losses, damages, suits, proceedings, claims, demands, liabilities, fines, costs and expenses (whether direct or indirect, and whether or not resulting from third party claims), including interest and penalties with respect thereto and out-of-pocket expenses, including reasonable attorneys’ fees and disbursements arising out of or resulting from any breach of the provisions of this NDA by Partner or its Representatives, including unauthorized use or disclosure of the CI by Partner or, as the case may be, its Representatives.

9. SEVERABILITY AND WAIVER: In the event that any one or more of the provisions of this NDA shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Moreover, if any one or more of the provisions contained in this NDA shall be held to be excessively broad as to duration, activity or subject, such provisions shall be construed by limiting and reducing them so as to be enforceable to the maximum extent allowed by applicable law. Furthermore, a determination in any jurisdiction that this NDA, in whole or in part, is invalid, illegal or unenforceable shall not in any way affect or impair the validity, legality or enforceability of this NDA in any other jurisdiction.

10. ASSIGNMENT: This NDA shall be binding upon and inures to the benefit of the Parties and their respective successors, assigns, personal representatives, executors and administrators. Neither Party shall assign nor transfer any of its rights or obligations under this NDA to any third Party without the prior written consent of the other Party and any attempt to do so will be null and void, except that either Party may assign or transfer any of its rights or obligations to any of its Affiliates, or an acquirer of its controlling interest or substantially all its assets without consent of the other Party.

11. GOVERNING LAW AND JURISDICTION: The provisions in Clause 14 of the Agreement will apply to this NDA.

ORDINANCE NO. 0-07-22

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KAUFMAN, TEXAS, FINDING THAT A PUBLIC NECESSITY EXISTS TO ACQUIRE A PERMANENT DRAINAGE EASEMENT OVER, UNDER AND ACROSS A 0.175 ACRE (APPROXIMATELY 7,631 SQUARE FEET) TRACT OF LAND SITUATED IN THE THOMAS BEEDY SURVEY, ABSTRACT NO. 21, KAUFMAN COUNTY, TEXAS, AND BEING A PORTION OF A TRACT OF LAND DESCRIBED IN A DEED TO JOSEPH AND EMELY ORTILLO, RECORDED IN VOLUME 5222, PAGE 223, DEED RECORDS OF KAUFMAN COUNTY, THE DRAINAGE EASEMENT NECESSARY FOR PUBLIC UTILITIES PURPOSES AND OTHER PUBLIC USES, WHICH PROPERTY IS LOCATED IN THE CITY OF KAUFMAN, KAUFMAN COUNTY, TEXAS; PROVIDING NOTICE OF AN OFFICIAL DETERMINATION TO ACQUIRE REAL PROPERTIES FOR UTILITIES PURPOSES AND OTHER PUBLIC USES; AUTHORIZING AND DELEGATING AUTHORITY TO THE CITY MANAGER OR HIS DESIGNEE TO OBTAIN THE NECESSARY APPRAISAL REPORTS AND MAKE BONA FIDE OFFERS OF JUST COMPENSATION FOR THE HEREIN DESCRIBED PROPERTIES; RATIFYING PRIOR DOCUMENTS MADE AND ACTIONS TAKEN FOR ACQUISITION OF THE PROPERTIES HEREIN DESCRIBED; AUTHORIZING AND DELEGATING AUTHORITY TO LEGAL COUNSEL TO INSTITUTE EMINENT DOMAIN PROCEEDINGS ON BEHALF OF THE CITY FOR THE ACQUISITION OF THE PROPERTIES HEREIN DESCRIBED IF NEGOTIATIONS ARE UNSUCCESSFUL; APPROPRIATING FUNDS FROM A LAWFUL SOURCE; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; ; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Kaufman, Texas ("City"), by authority of Chapter 251 of the Texas Local Government Code, Chapter 21 of the Texas Property Code and by virtue of Section 2.01 of the City Charter as a home-rule municipality, is authorized to initiate eminent domain proceedings to acquire real properties for a public purpose in order to install and maintain public utilities, including but not limited to roadways, water, sewer, and drainage, and other public purposes for public improvement projects, including the storm drainage improvements on Melody Circle (the "Project"); and

WHEREAS, the City Council of the City of Kaufman ("City Council") has investigated and determined that there is a public necessity for the acquisition, by eminent domain, of interests in properties for utilities purposes, among other municipal purposes, to acquire a permanent drainage easement over, under and across a 0.175 acre (approximately 7,631 square feet) of land situated in the Thomas Beedy Survey, Abstract

No. 21, Kaufman County, Texas, and being a portion of a tract of land described in a Deed to Joseph and Emely Ortillo, recorded in Volume 5222, Page 223, Deed Records of Kaufman County, the drainage easement necessary for the Project, as more specifically described in and depicted on Exhibit "A", "Drainage Easement", attached hereto and incorporated herein (the "Drainage Easement Property"); and

WHEREAS, upon consideration of this matter and for construction, operation, and maintenance of the Project, the City Council has determined that there is a public need and necessity for the health, safety and welfare of the City of Kaufman ("City") and the public at large (the "Public Uses") to acquire interests in the Drainage Easement Property, under, over and across the Property as described and depicted in Exhibit "A"; and

WHEREAS, the City Council has investigated and determined that the Project constitutes a public use for a public purpose; and

WHEREAS, the City Council finds that the descriptions of the Drainage Easement Property for acquisition under, over and across the Property by eminent domain for the Project complies with applicable law in that the same identifies the Property that will be used by the City such Public Uses in a way that provides the property owner reasonable notice that the owners' property may be subject to condemnation proceedings during the planning or construction of the Project; and

WHEREAS, the City is required to make a bona fide offer, as defined by and in compliance with Texas Property Code §21.0113, to acquire the interests in the Drainage Easement Property under, on and across the Property for the Public Use, voluntarily, from the subject landowners prior to moving forward with the acquisition by eminent domain; and

WHEREAS, the City Council now deems it necessary to authorize and delegate authority to the City Manager, or his designee, (hereinafter "City Manager") to seek, if not already obtained, third-party appraisals and to make bona fide initial and final offers based on the appraisals to the owner(s) of the Drainage Easement Property, which may or may not be accepted by such owner(s); and

WHEREAS, the owner(s) of the Drainage Easement Property may not agree upon the just compensation to be paid to them for those property interests herein described, and the City therefore hereby authorizes and directs the law firm of Messer, Fort and McDonald ("Legal Counsel") to institute proceedings in eminent domain to acquire the herein described Properties for utilities purposes and other public uses.

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

SECTION 1. The City Council hereby finds and determines that the recitals made in the preamble of this Ordinance are true and correct and incorporates such recitals in the body of this Ordinance as if copied in their entirety.

SECTION 2. The City Council hereby finds and determines that a public use and necessity exists for the Public Uses and authorizes acquisition of the necessary interest in the Drainage Easement Property under, over and across the Property for such purposes, as allowed by law, together with all necessary appurtenances, additions, and improvements on, over, under and through that certain lot, tract, or parcel of land.

SECTION 3. The City Council authorizes its City Manager to negotiate for and to acquire the required Real Property Interests on and across the Property for the City, and to acquire said rights in compliance with State and any other applicable law, including Chapter 21 of the Texas Property Code. Moreover, the City Manager is specifically authorized and directed to do each and every act necessary to acquire the needed interest in the Drainage Easement Property under, over and across the Property including, but not limited to, the authority to negotiate, give notices, make written offers to purchase, prepare contracts, to retain and designate a qualified appraiser to determine the just compensation for the acquisition of the interests in the Drainage Easement Property under, over and across the Property being acquired, as well as any other experts or consultants, property agents and brokers, or any other experts and consultants the City Manager deems necessary for the acquisition process and, if necessary, to institute proceedings in eminent domain.

SECTION 4. The City Manager is appointed as negotiator for the acquisition of the needed Drainage Easement Property and, as such, the City Manager is authorized and directed to do each and every act and deed hereinabove specified or authorized by reference, subject to the availability of funds appropriated by the City Council for such purpose. Additionally, if the City Manager determines that an agreement as to damages or compensation cannot be reached after making a bona fide offer, then the City Attorney, or its designee ("Legal Counsel") is hereby authorized and directed to file or cause to be filed, against the owner(s) and interested parties of the needed Drainage Easement Property under, over and across the Property, proceedings in eminent domain to acquire the above-stated Real Property Interests on and across the Property.

SECTION 5: It is the intent of the City Council that this Resolution authorizes the condemnation of all Properties for the purposes herein stated. If it is determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the Legal Counsel or their designee is authorized to have such errors corrected or revisions made without the necessity of obtaining a new City Council resolution authorizing condemnation of the corrected or revised property.

SECTION 6: The amount to be paid, if any, for acquiring the Properties, will be appropriated from any lawful source.

SECTION 7. In the event that Special Commissioners appointed by the Court during condemnation proceedings return an award for just compensation to be paid by the City, Legal Counsel is hereby authorized to settle the lawsuit for that amount and the City's Finance Director is hereby authorized to issue a check from the appropriate fund in the amount of the Special Commissioners' Award made payable to the owner(s) or to be deposited into the registry of the Court, to enable the City to take possession of the Properties without further action of the City Council. If the City Manager believes such award should be appealed, the award may still be paid to take possession, but the City Manager shall put the question of whether to appeal on the next available City Council agenda for consideration. If there is no such City Council meeting before the deadline to appeal, the City Manager may direct Legal Counsel to file the appeal and then place the matter on the next available city council agenda to either pursue or withdraw the appeal.

SECTION 8. Should any word, sentence, clause, paragraph, or provision of this Ordinance be held to be invalid or unconstitutional, the remaining provisions of this ordinance shall remain in full force and effect.

SECTION 9. This Ordinance shall take effect immediately from and after its passage, and it is accordingly so passed and approved.

PASSED, APPROVED AND ADOPTED on this 21st day of March, 2022.

**JEFF JORDAN
MAYOR**

ATTEST:

**JESSIE HANKS
CITY SECRETARY**

APPROVED AS TO FORM:

**PATRICIA ADAMS
CITY ATTORNEY**

EXHIBIT "A"

"DRAINAGE EASEMENT"

BEING 7,631 square feet of land situated in the Thomas Beedy Survey, Abstract No. 21, Kaufman County, Texas, and being a portion of a tract of land described in a deed to Joseph Ortillo and Emely Ortillo (Ortillo), recorded in Volume 5222, Page 223, Deed Records of Kaufman County, Texas (D.R.K.C.T.); and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod set with cap stamped "TNP INC ESMT" (hereinafter all 1/2 inch iron rods set are marked the same), in the northwest line said Ortillo tract, same being in the southeast line of Lot 51, Harmony Estates, an addition to the City of Kaufman, Kaufman County, Texas, as filed in Cabinet 1, Slide 652, Plat Records of Kaufman County, Texas;

THENCE departing the common northwest southeast line of said Ortillo tract and said Lot 51, over and across said Ortillo tract the following courses and distances:

S 45°41'34" E, a distance of 60.00 feet to a 1/2 inch iron rod set;

S 44°18'26" W, a distance of 65.00 feet to a 1/2 inch iron rod set;

N 45°41'34" W, a distance of 35.00 feet to a 1/2 inch iron rod set;

S 44°18'26" W, a distance of 149.25 feet to a 1/2 inch iron rod set;

THENCE N 45°40'44" W, continuing over and across said Ortillo tract, a distance of 25.00 feet to a 1/2 inch iron rod set in the northwest line of said Ortillo tract and in the southeast line of Lot 55 of said Harmony Estates;

THENCE N 44°18'26" E, with the common southeast northwest line of said Ortillo tract and Harmony Estates, a distance of 214.24 feet to the **POINT OF BEGINNING** and containing 7,631 square feet or 0.175 of an acre of land.

PRELIMINARY - THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

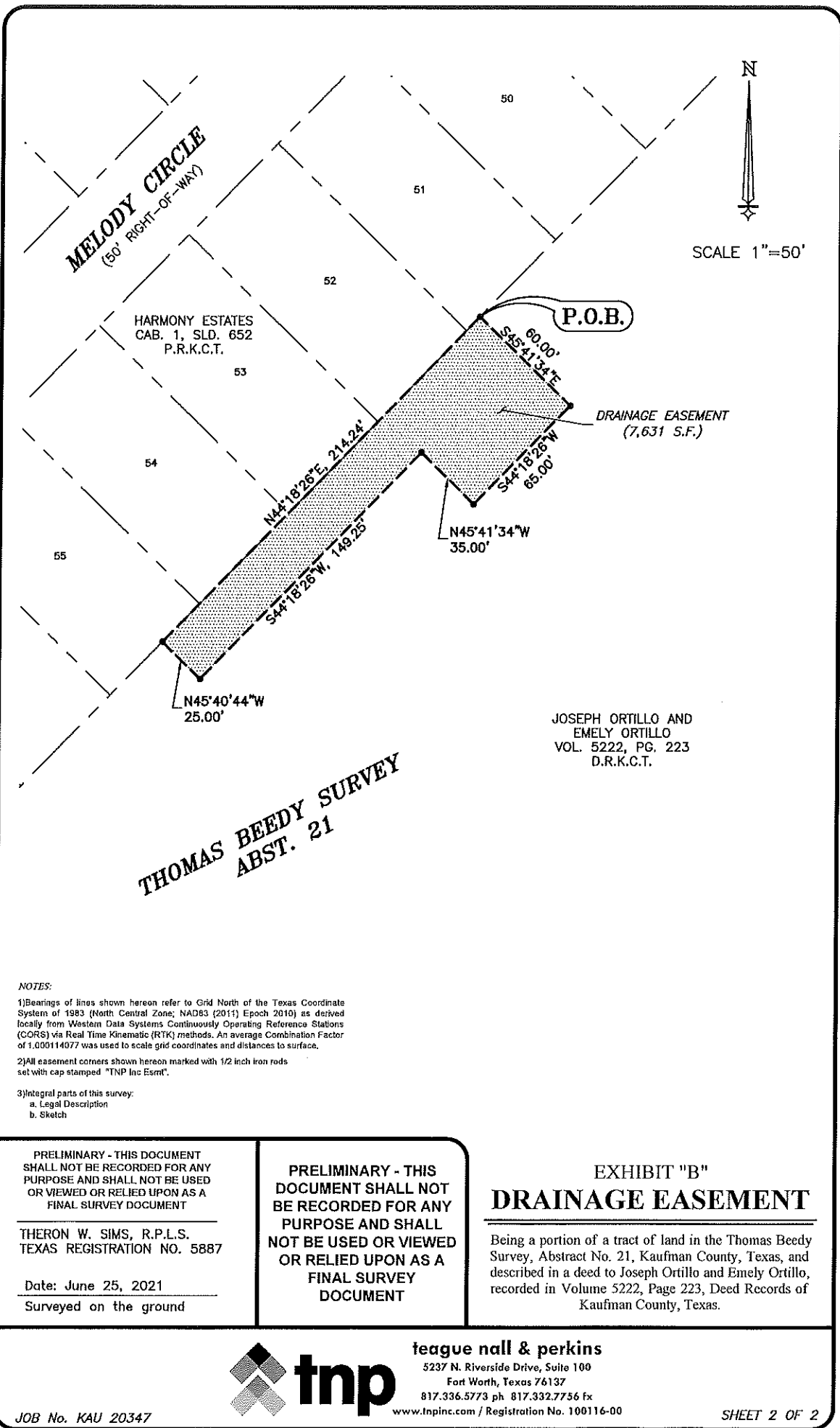
Date: June 25, 2021

Theron W. Sims, R.P.L.S.
Texas Registration No. 5887

Surveyed on the ground

1. Bearings of lines shown hereon refer to Grid North of the Texas Coordinate System of 1983 (North Central Zone; NAD83(2011) 2010.00) as derived locally from Western Data Systems Continuously Operating Reference Stations (CORS) via Real Time Kinematic (RTK) methods. An average Combination Factor of 1.000114077 was used to scale grid coordinates and distances to surface.

2. Integral parts of this survey:
a. Legal Description
b. Sketch



NOTES:

1)Bearings of lines shown hereon refer to Grid North of the Texas Coordinate System of 1983 (North Central Zone; NAD83 (2011) Epoch 2010) as derived locally from Western Data Systems Continuously Operating Reference Stations (CORS) via Real Time Kinematic (RTK) methods. An average Combination Factor of 1.000114077 was used to scale grid coordinates and distances to surface.

2)All easement corners shown hereon marked with 1/2 inch iron rods set with cap stamped "TNP Inc Esmt".

3)Integral parts of this survey:
a. Legal Description
b. Sketch

PRELIMINARY - THIS DOCUMENT
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PURPOSE AND SHALL NOT BE USED
OR VIEWED OR RELIED UPON AS A
FINAL SURVEY DOCUMENT

Theron W. Sims, R.P.L.S.
TEXAS REGISTRATION NO. 5887

Date: June 25, 2021
Surveyed on the ground

PRELIMINARY - THIS
DOCUMENT SHALL NOT
BE RECORDED FOR ANY
PURPOSE AND SHALL
NOT BE USED OR VIEWED
OR RELIED UPON AS A
FINAL SURVEY
DOCUMENT

EXHIBIT "B"
DRAINAGE EASEMENT

Being a portion of a tract of land in the Thomas Beedy Survey, Abstract No. 21, Kaufman County, Texas, and described in a deed to Joseph Ortillo and Emely Ortillo, recorded in Volume 5222, Page 223, Deed Records of Kaufman County, Texas.



teague nall & perkins

5237 N. Riverside Drive, Suite 100

Fort Worth, Texas 76137

817.336.5773 ph 817.332.7756 fx

www.tnppinc.com / Registration No. 100116-00



Meeting
Date: 3/21/2022

Date: 03/18/2022

Item #: 15.

Dept.: Administration

Ordinance

SUBJECT:

Consider and take appropriate action Ordinance O-08-22, an Ordinance of the City Council of the City of Kaufman finding that a public necessity exists to acquire a permanent drainage easement over, under and across a tract of land situated in the Thomas Beedy Survey, Abstract No. 21, Kaufman County, Texas, and being a portion of a tract of land described in a Deed to D. G. Council as recorded in Volume 2285, Page 51, of Official Public Records of Kaufman County, and being a portion of Lot 21 Harmony Estates, an Addition to the City of Kaufman, Kaufman County, Texas according to the plat thereof recorded in Cabinet 1, Envelope 652, Plat Records, Kaufman County, Texas, the drainage easement being necessary for public utilities purposes and other public uses; providing notice of an official determination to acquire interests in the property for utilities purposes and other public uses; authorizing and delegating authority to the City Manager or his designee to obtain the necessary appraisal reports and make bona fide offers of just compensation for the herein described properties; ratifying prior documents made and actions taken for acquisition of the property interests herein described; authorizing and delegating authority to the City Attorney to institute eminent domain proceedings on behalf of the City for the acquisition of the properties herein described if negotiations are unsuccessful; appropriating funds from a lawful source; providing a cumulative repealer clause; providing a severability clause; and providing an effective date.

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
☐	☐	☐	☐	☐

Mid-Year Sales Tax Collections

[illegible]

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	In Progress	2,5
Bldg Standards Commission Ordinance	Development Serv	9/1/2019	10/23/2018	BSC to review	4
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 4/22	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 Rehab Underway	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
Inclusive 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 April '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

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	1/28/2019 02/25/201	1/21/2019	Complete 02/25/2019	
Realtor PID Training	Admin	NA		Complete 4/23/2019	
Fee Schedule Update	Development Serv		6/4/2019	Approved by Council	
Bureau Veritas Contract Update	Development Serv		6/4/2019	Approved by Council	
Park Master Plan Update	Parks & Rec	8/5/2019	10/23/2018	Approved by Council	
34/243 Signal Installation	Public Works		10/23/2018	Complete	
HR Coordinator	Admin		12/17/2018	Admin/HR Assistant Full-Time Sept. 30	
Agenda Software Installation/Training	Admin		10/23/2018	Complete	
5 Year CIP	Admin	11/25/2019	11/25/2019	Work Session 12/16/19	
Water & Street Impact Fee Update	Development Serv		6/10/2019	Council approved 12/16/19	
Intern Program	HR	TBD	12/10/2019	Policy to Council 3/30/20	3,5
WWTP Finance Application	Finance	11/13/2018	10/23/2018	GTUA Approval	5
PD/FD Safety Equipment Grant	Public Safety	TBD	3/3/2020	Application Submitted	1
Street Maintenance Priorities	PW/Admin		2/27/2019	List Presented to Council/Incorporated into 5 Year CIP	5
Traffic Signal 1388@34 ByPass	Admin		1/28/2020	Final Construction Underway	1
Solid Waste RFP	Admin	TBD	5/18/2020	Contract Finalized 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
IT Services RFP	Admin		1/6/2022	Contract award 2/28/22	1,5
Marlow Development	Development Serv	4/22/2019	10/23/2018	Construction Underway	2

March 7, 2022

To: City of Kaufman

From: Ashley Berryhill, Finance Director

Re: February 2022 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	173	135							1,132
No. Service Days	21	21	20	20	20	16							118
Avg. Daily Trips	8.3	11.6	9.2	11.2	8.7	8.4							9.6

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

ELDERLY AND DISABLED RIDERSHIP	
43	Disabled Trips
63	Elderly (&/or Dis) Trips

106 E & D Total Rides

E & D Percent of Total Trips – 79%

MONTHLY UNDUPLICATED PASSENGERS
25
YEAR TO DATE UNDUPLICATED PASSENGERS
76

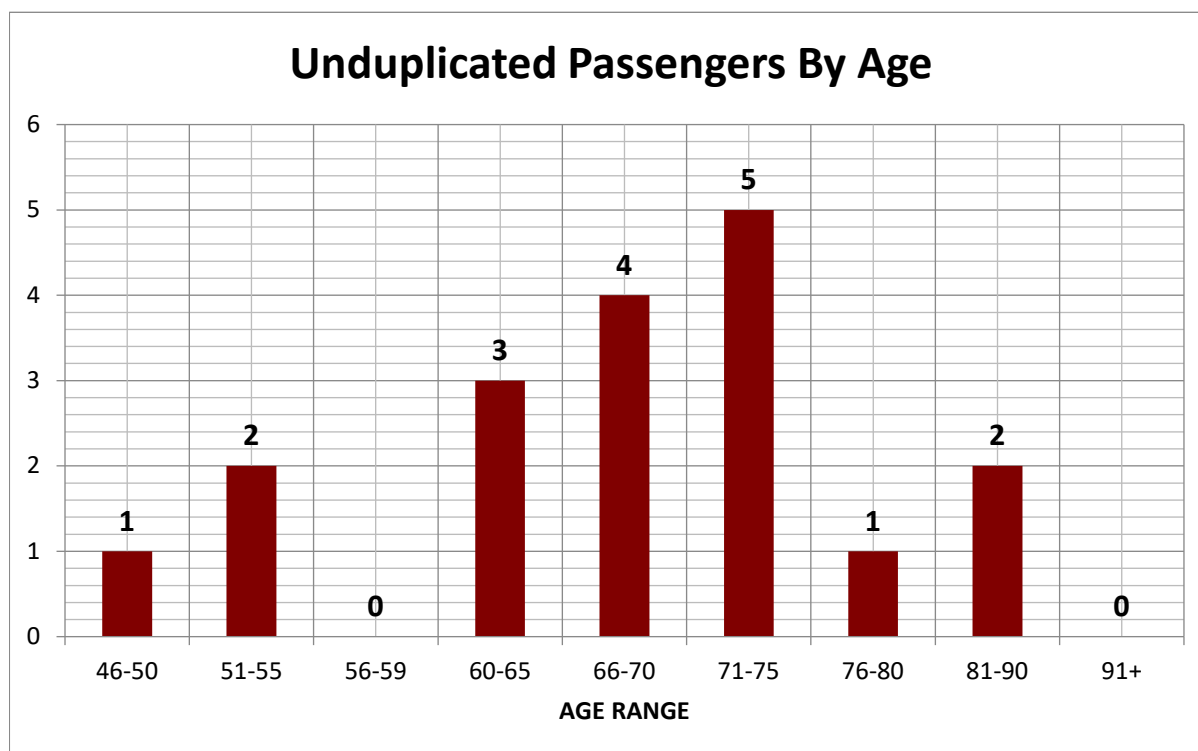


Trip Total	
KAUFMAN TO KAUFMAN	42
KAUFMAN TO OUTSIDE	53
OUTSIDE TO KAUFMAN	40

135

NOSHOW/CANCEL	11
DENIALS	14
Month to Month Unduplicated	25
YTD Unduplicated	76

January 2022 Total D & R Trips	135
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March 7, 2022

To: Kaufman County

From: Ashley Berryhill, Finance Director

Re: February 2022 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	1,262	1,132							7,931
Service Days	21	21	20	20	20	16							118
Avg. Daily Trips	65.0	66.2	70.3	68.9	63.1	70.8							67.2

KPIs

Completed Boardings ⓘ	Avg. Boardings Per Service Hr. ⓘ	Boarding Cancellations ⓘ	Boarding Cancellations (No-Show) ⓘ	Cancellation Percentage ⓘ	Cancellation Percentage (No Show) ⓘ	Total Requests ⓘ	Completed Requests ⓘ	
1132	1.39	930	40	45.1 %	1.94 %	1953	1057	
No Drivers Available Requests ⓘ	Request Cancellations ⓘ	Request Cancellations (No Show) ⓘ	Avg. # of Requests per Rider ⓘ	Avg. Travel Duration ⓘ	Avg. Travel Distance ⓘ	Mean Wait Time ⓘ	Median Wait Time ⓘ	Bookings from Admin Panel ⓘ
19	877	39	5.87	13.21 min	4.39 mi	44.36 min	22.47 min	81.71 %
Bookings from Rider Mobile App ⓘ	Bookings from Rider Web ⓘ	Flag Down Bookings ⓘ	Avg. # Riders per Request ⓘ					
18.29 %	0 %	0 %	1.07					

Response Summary:

	Responses	Transports	Exceptions	Compliance %	Transport %
Priority 1 <8:59	23	17	5	78%	74%
Priority 2 <11:59	60	41	0	100%	68%
Priority 3 <14:59	16	10	0	100%	63%
Emergency Transfers<0:29:59	108	105	55	49%	97%
Non-Emergency Transfers<0:15	45	43	15	67%	96%
Helicopter	8	8			
Totals	260	224		95.00%	68.25%

Transport Summary:

	Number	Percentage
Baylor Scott and White Dallas	5	2%
Baylor Scott and White Sunnyvale	4	2%
Baylor Scott and White Lakepointe Rowlett	0	0%
Baylor Scott and White Lakepointe Forney	0	0%
Childrens Medical Center	11	5%
Dallas Regional Medical Center	3	1%
Medical City Dallas	2	1%
Parkland	2	1%
Texas Health-Dallas	87	40%
Texas Health- Kaufman	46	21%
Texas Health -Plano	1	0%
Texas Health-Rockwall	3	1%
UT Health- Athens	0	0%
UT Health- Tyler	0	0%
UT Health- Cedar Creek	0	0%
VA Medical Center Dallas	0	0%
Other Hospitals	18	8%
Nursing home, residence, other	34	16%
	216	100%

	Number	% of Total
Patient Refusal/Treat No Transport	15	42%
Pt is DOS	2	6%
Cancellation- No Patient	19	53%
	36	100%

Average Response Time

City Wide--Emergency Calls

0:06:41

	Responses	Exceptions	
Last 100 Calls			
Priority 1	100	10	90%
Priority 2	100	2	98%
Priority 3	100	0	100%



COUNCIL MONTHLY UPDATE

FEBRUARY 2022

- In February 2022, the Kaufman Fire Department responded to 199 calls for service.
- In February 2021, we responded to 232 calls for service.
- Performed inspections on new shell buildings on Kings Fort and Cabinet shop moving into the old ABOX building on Tabor.
- There were four calls that we were unable to respond to due to being tied up on other calls (EMS, accidents), and no additional personnel responded.

DEPARTMENT SNAPSHOT FEBRUARY



Training:

(Fire Ce's)

Initial Size up on incidents

(EMS Ce's)

Pharmacology and drugs



DEPARTMENT SNAPSHOT February 2022

- **Incident Response Time
Monthly Average**

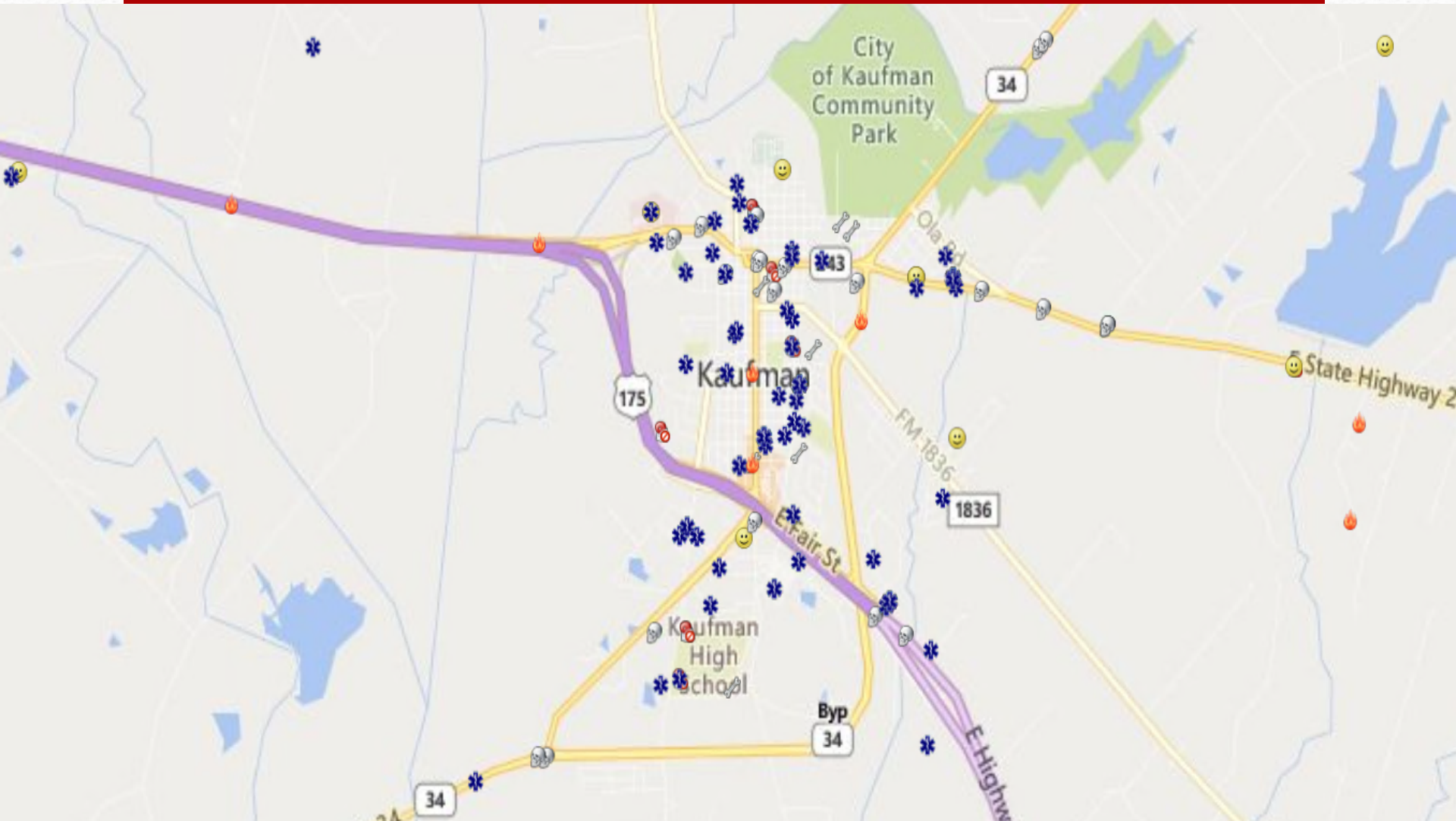
- **February 2021
Monthly Average
Response Time 5
Minutes 10 Seconds
(5.10)**
- **February 2022
Monthly Average
Response Time 5
Minutes 45 Seconds
(5.45)**



DEPARTMENT SNAPSHOT

Inspections	23
Structure Fires	5
Grass/Trash	14
Automobiles	2
Accidents	22
Emergency Medical Calls	82
Haz / Smoke Calls	15
False Alarms	11
Mutual Aid	5
Public Assist	20
Total Responses for Month	199

February 2022 Responses



INCIDENT LOCATION MAP FEB.

RED=FIRE INCIDENTS/ACCIDENTS
YELLOW= CANCELLED IN ROUTE

BLUE= MEDICAL INCIDENTS

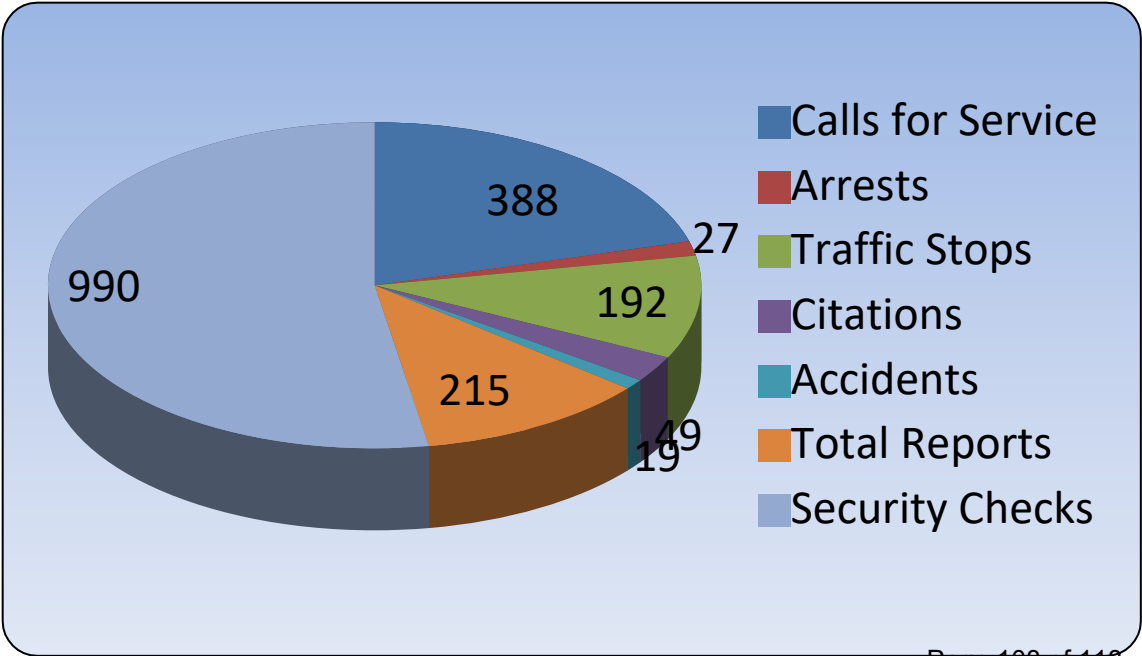
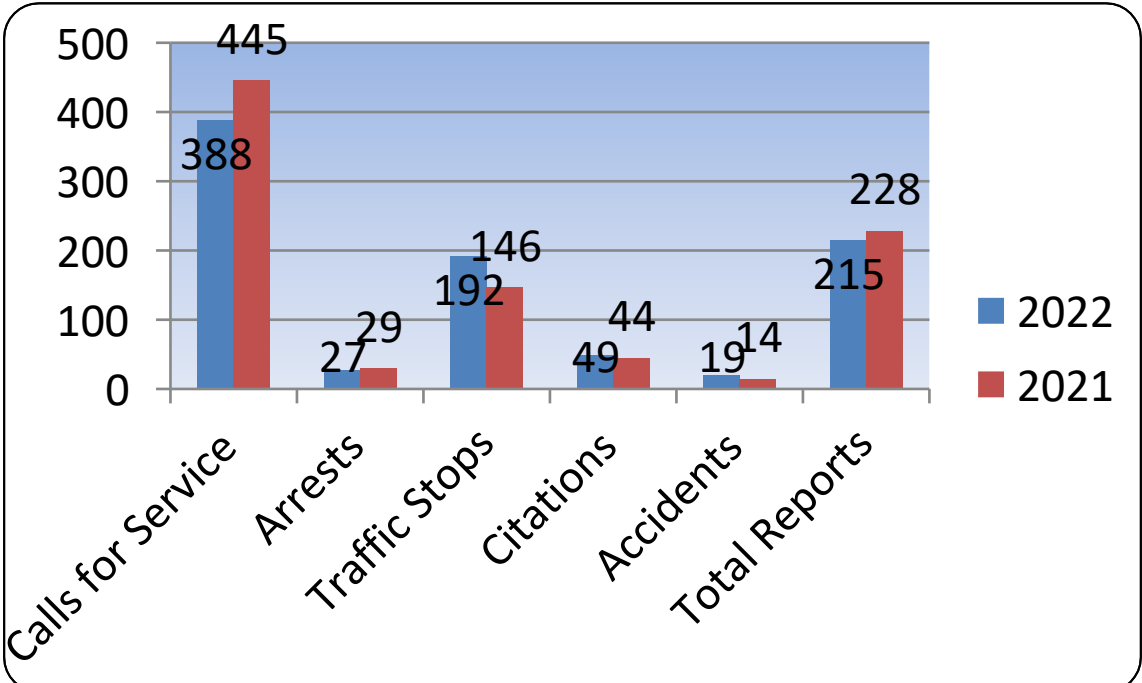
KAUFMAN POLICE DEPARTMENT PATROL ACTIVITY FEBRUARY 2022

February 2022, Kaufman Police Department's Patrol Division Activity:

- **388** Calls For Service, Including Accidents
- **19** Traffic Accidents
- Completed **990** Homes, Parks, & Business Checks
- Completed **192** Traffic Stops
- Completed **175** Incident Reports
- Completed **215** Reports
- Made **27** Arrests
- Average monthly response time to calls is **4:32** minutes.

Other points of interest include:

- Utilized the radar trailer on South Washington.



Community Engagement February 2022

Social Media Posts, Facebook Followers 11,476.

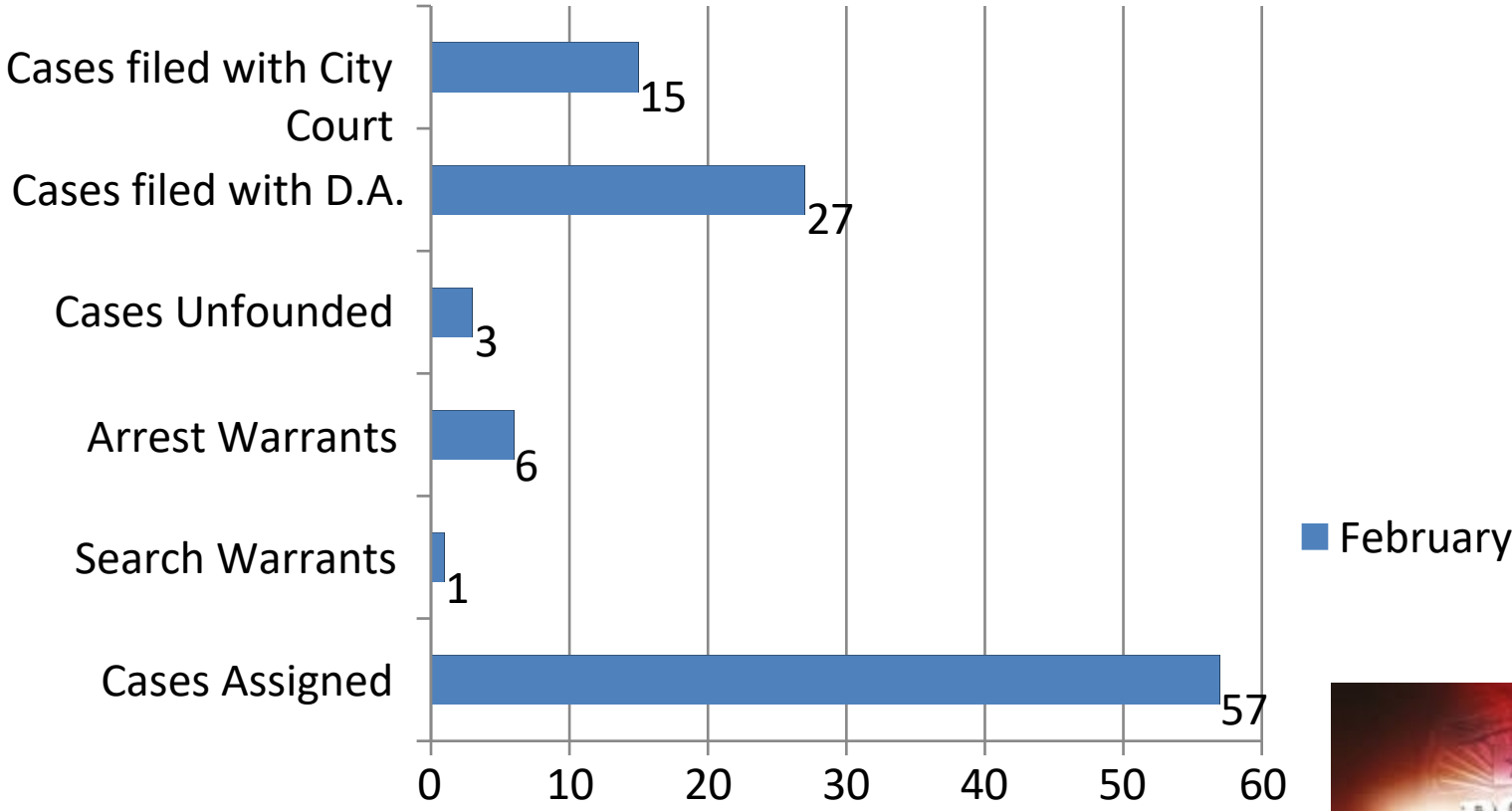
Events attended by Kaufman Police Department employees:

- Attended Kaufman High School, Lady Lions Softball First Responder Night.
- Attended the Kaufman Chamber of Commerce Banquet and Business Expo.
- Attended the TML Responding to Social Change training with Mr. M. Holder in Grand Prairie.



KAUFMAN CRIMINAL INVESTIGATIONS
ACTIVITY FEBRUARY 2022

Kaufman Criminal Investigations Division
February 2022



	Cases Assigned	Search Warrants	Arrest Warrants	Cases Unfounded	Cases filed with D.A.	Cases filed with City Court
February	57	1	6	3	27	15



KAUFMAN POLICE DEPARTMENT

FEBRUARY 2022



Year to Date - Offenses Known to Police for February 2022

Printed On: 3/9/2022

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					-
Assault Offenses, Total	6	4	0.76	8	-25.00%
Firearm					-
Knife	2	2	0.25		-
Other Weapons	1	1	0.13		-
Personal Weapons	3	1	0.38	8	-62.50%
Bribery, Total					-
Burglary/Breaking and Entering, Total				5	-100.00%
No Force				2	-100.00%
Force				3	-100.00%
Counterfeiting/Forgery, Total				2	-100.00%
Destruction/Damage/Vandalism of Property, Total				5	-100.00%
Drug/Narcotic Offenses, Total	31	27	3.91	28	10.71%
Drug Equipment Violations	8	8	1.01	6	33.33%
Drug/Narcotic Violations	23	19	2.90	22	4.55%
Embezzlement, Total					-
Extortion/Blackmail, Total					-
Fraud Offenses, Total	1	1	0.13	1	0.00%
False Pretense/Swindle/Confidence Game					-
Hacking/Computer Invasion					-
Identity Theft					-
Impersonation	1	1	0.13		-
Credit Card/Automatic Teller Machine Fraud				1	-100.00%
Welfare Fraud					-
Wire Fraud					-
Gambling Offenses, Total					-
Betting/Wagering					-
Gambling Equipment Violations					-
Operating/Promoting/Assisting Gambling					-
Homicide Offenses, Total					-
Murder and Nonnegligent Manslaughter					-
Negligent Manslaughter					-
Human Trafficking, Total					-
Human Trafficking, Commercial Sex Acts					-
Human Trafficking, Involuntary Servitude					-
Kidnapping/Abduction, Total	1		0.13		-



Year to Date - Offenses Known to Police for February 2022

Printed On: 3/9/2022

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	6	3	0.76	14	-57.14%
Motor Vehicle Theft, Total	1		0.13	5	-80.00%
Buses					-
Automobiles				2	-100.00%
Other Motor Vehicles				1	-100.00%
Trucks	1		0.13	1	0.00%
Recreational Vehicles				1	-100.00%
Pornography/Obscene Material, Total					-
Prostitution Offenses, Total					-
Assisting or Promoting Prostitution					-
Prostitution					-
Purchasing Prostitution					-
Robbery, Total					-
Firearm					-
Personal Weapons					-
Other Weapons					-
Knife					-
Sex Offenses, Total	1		0.13		-
Fondling	1		0.13		-
Rape					-
Sexual Assault with an Object					-
Sodomy					-
Sex Offenses, Non-Forcible, Total					-
Incest					-
Statutory Rape					-
Stolen Property Offenses, Total				1	-100.00%
Weapons Law Violations, Total				2	-100.00%
Group A Offense, Total	47	35	5.93	71	-33.80%
Crimes Against Person, Total	8	4	1.01	8	0.00%
Crimes Against Property, Total	8	4	1.01	33	-75.76%
Crimes Against Society, Total	31	27	3.91	30	3.33%
Officers Killed or Assaulted YTD	0			0	-

ANIMAL CONTROL REPORT FEBRUARY 2022

February 2022, Kaufman Animal Control Responded To-

- 67 Calls For Service
- 2 Follow-up Calls
- Warnings Issued – 7
- Citations Issued – 3
- Traps Set - 1

Animals Captured

On Calls – 17
On View – 0

Animals Turned Over

To Owner – 1
To Humane Society – 21

Dead Animals Recovered: - 3

Non-Domestic Animals Captured – 1





Development Services
February Monthly Report
Permits Issued: 02/01/2022-02/28/2022

Permit Title	Project Address	Credentialed Contacts	Permit Issued Date	Valuation	Project SQ. FT.	Total Fees Collected
2022 Food Permits - Expires December 31, 2022	108 W Hickory St.	Wendy Manning (Business Manager)	02/25/2022 at 11:23 AM	0		\$247.20
2022 Food Permits - Expires December 31, 2022	2006 S Washington St.	Babar Raja (Business Manager)	02/16/2022 at 11:32 AM	0		\$365.00
2022 Food Permits - Expires December 31, 2022	208 S Washington St.	Ramon Diaz (Business Manager)	02/09/2022 at 9:31 AM	0		\$885.80
2022 Food Permits - Expires December 31, 2022	101 N Jackson St.	Malinda Latham (Business Manager)	02/22/2022 at 10:03 AM	0		\$260.00
2022 Food Permits - Expires December 31, 2022	102 E 9Th	Wendy Manning (Business Manager)	02/25/2022 at 11:20 AM	0		\$226.60
Alcohol Beverage Permit	901 E Mulberry	Double L Liquor (Applicant)	02/11/2022 at 2:00 PM	0		\$500.00
Alcohol Beverage Permit	5962 Fair Rd.	Katina Williams Gibbons (Business Manager)	02/25/2022 at 10:53 AM	0		\$175.00
Alcohol Beverage Permit	2201 S Washington St.	Nam Le (Business Manager)	02/28/2022 at 10:31 AM	0		\$60.00
Alcohol Beverage Permit	300 W Grove	Harbinder Malhi (Business Manager)	02/17/2022 at 12:40 PM	0		\$60.00
Alcohol Beverage Permit	404 E Hwy 175	Jose Sanchez (Business Manager)	02/23/2022 at 1:35 PM	0		\$750.00
Alcohol Beverage Permit	211 W Mulberry	Stacey Flowers (Business Manager)	02/25/2022 at 4:39 PM	0		\$1,125.00
Commercial Minor Addition, Remodel or Repair	315 E Fair	Mike Thrasher (General Contractor)	02/02/2022 at 10:22 AM	1200000	3,133.00	\$2,868.90
Commercial Minor Addition, Remodel or Repair	1200 Rand Rd.	Tom Smith (General Contractor)	02/02/2022 at 3:19 PM	725000	40,000.00	\$2,040.75
Commercial Minor Addition, Remodel or Repair	2400 Tabor Pkwy.	Kevin Cormick (General Contractor)	02/15/2022 at 4:42 PM	60000	38,500.00	\$1,284.75
Commercial Minor Repair	1509 Ola Rd.	Jose Armendariz (General Contractor)	02/17/2022 at 2:30 PM	500	448.00	\$80.00
Commercial New Building Permit	2600 Tabor Pkwy. Clubhouse	Mark Michael (General Contractor)	02/09/2022 at 4:19 PM	250000	3,386.00	\$37,920.65
Commercial New Building Permit	2600 Tabor Pkwy. Maintenance BLDG	Mark Michael (General Contractor)	02/09/2022 at 3:37 PM	20000	912.00	\$4,136.36
Commercial New Building Permit	1902 E Hwy 175	Greg Blazek (General Contractor)	02/16/2022 at 12:54 PM	7143000	25,000.00	\$29,781.75
Electric Permit	800 S Jackson St.	Chris Pollard (Electrical Contractor)	02/18/2022 at 1:57 PM	6300		\$82.40
Fence Permit	4101 Sublett Way	Bryan Mendez (General Contractor)	02/22/2022 at 9:22 AM	700		\$82.40
Fence Permit	4104 Sublett Way	Bryan Mendez (General Contractor)	02/22/2022 at 9:06 AM	700		\$82.40
Fence Permit	4106 Sublett Way	Bryan Mendez (General Contractor)	02/22/2022 at 9:03 AM	700		\$82.40
Fence Permit	207 E Grove St.	Giovanni Rodriguez (Home Owner)	02/17/2022 at 10:19 AM	2300		\$80.00
Food Permits - Permit Expires December 31, 2022	5962 Fair Rd.	Katina Williams Gibbons (Business Manager)	02/25/2022 at 10:56 AM	0		\$365.00
Foundation Repair	2015 Elizabeth St.	Sergio Lara (General Contractor)	02/28/2022 at 9:14 AM	7900		\$82.40
Multi-Family New Permit	2600 Tabor Pkwy. BLDG 1	Mark Michael (General Contractor)	02/09/2022 at 4:39 PM	3058608	32,546.00	\$56,116.74
Multi-Family New Permit	2600 Tabor Pkwy. BLDG 2	Mark Michael (General Contractor)	02/09/2022 at 4:22 PM	3085608	33,686.00	\$57,040.14
Multi-Family New Permit	2600 Tabor Pkwy. BLDG 3	Mark Michael (General Contractor)	02/09/2022 at 4:23 PM	3058608	32,546.00	\$56,116.74
Plumbing Permit	125 Village Dr.	Winston Pendley (Plumbing Contractor)	02/01/2022 at 1:49 PM	500		\$82.40
Plumbing Permit	108 S Washington St.	David Kirk (Plumbing Contractor)	02/08/2022 at 9:50 AM	500		\$82.40
Plumbing Permit	1302 Royal Dr.	Justan Schweitzer (Plumbing Contractor)	02/08/2022 at 12:24 PM	900		\$82.40
Plumbing Permit	204 E 4th St.	Jose Trejo (Plumbing Contractor)	02/14/2022 at 3:48 PM	1500		\$82.40
Plumbing Permit	102 Circle Dr.	Zebedee Higginbotham (Plumbing Contractor)	02/28/2022 at 12:12 PM	6000		\$82.40
Residential Addition, Remodel or Repair	206 E 5Th St.	Pam Sloan (Homeowner)	02/15/2022 at 10:30 AM	3200		\$80.00
Residential Addition, Remodel or Repair	207 E Grove St.	Giovanni Rodriguez (Home Owner)	02/17/2022 at 10:21 AM	0		\$80.00
Residential Addition, Remodel or Repair	1103 Austin Dr.	Porifrio Lopez (General Contractor)	02/25/2022 at 4:06 PM	500		\$80.00
Residential Addition, Remodel or Repair	704 N Dallas	Jose Perez (General Contractor)	02/28/2022 at 4:46 PM	0		\$80.00
Residential New Permit	3815 Myrtle Way	Ruben Reyna (General Contractor)	02/09/2022 at 2:30 PM	278000	2,462.00	\$4,963.65
Residential New Permit	3920 Holly Springs Ln.	Ruben Reyna (General Contractor)	02/09/2022 at 12:22 PM	376000	2,827.00	\$5,073.15
Residential New Permit	3908 Holly Springs Ln.	Ruben Reyna (General Contractor)	02/09/2022 at 2:38 PM	323000	2,042.00	\$4,837.65
Residential New Permit	3930 Holly Springs Ln.	Ruben Reyna (General Contractor)	02/09/2022 at 2:43 PM	330000	2,044.00	\$4,838.25
Residential New Permit	3903 Holly Springs Ln.	Ruben Reyna (General Contractor)	02/09/2022 at 12:10 PM	383000	2,458.00	\$4,962.45
Residential New Permit	3922 Holly Springs Ln.	Ruben Reyna (General Contractor)	02/09/2022 at 2:56 PM	366990	3,269.00	\$5,205.75
Residential New Permit	3932 Holly Springs Ln.	Ruben Reyna (General Contractor)	02/09/2022 at 2:49 PM	424890	2,459.00	\$4,962.75
Sign Permit	710 E Highway 175	Phillip Mundell (Sign Contractor)	02/09/2022 at 2:18 PM	36000		\$1,013.76
Sign Permit	1902 E Hwy 175	Greg Blazek (General Contractor)	02/02/2022 at 8:52 AM	16287		\$449.48
Sign Permit	1902 E Hwy 175	Greg Blazek (General Contractor)	02/02/2022 at 8:53 AM	990		\$147.42
Sign Permit	1902 E Hwy 175	Greg Blazek (General Contractor)	02/02/2022 at 8:53 AM	990		\$147.42
Sign Permit	1902 E Hwy 175	Greg Blazek (General Contractor)	02/02/2022 at 8:54 AM	6000		\$185.40
Sign Permit	1902 E Hwy 175	Greg Blazek (General Contractor)	02/02/2022 at 8:55 AM	6000		\$185.40
Sign Permit	1902 E Hwy 175	Greg Blazek (General Contractor)	02/02/2022 at 8:56 AM	6000		\$185.40
Sign Permit	1902 E Hwy 175	Greg Blazek (General Contractor)	02/02/2022 at 8:57 AM	6000		\$185.40
Sign Permit	1902 E Hwy 175	Greg Blazek (General Contractor)	02/02/2022 at 8:58 AM	6000		\$185.40
Totals				\$21,199,171.00	227,718.00	\$291,159.11

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		