



AGENDA
REGULAR CITY COUNCIL MEETING
MONDAY, JANUARY 23, 2023 - 6:00 PM
CITY HALL COUNCIL CHAMBERS
209 S. WASHINGTON STREET
KAUFMAN, TEXAS 75142
AND VIA VIDEOCONFERENCE/TELECONFERENCE

**This meeting will be held using
videoconferencing/teleconferencing
technology with public access via:
[WWW.ZOOM.US/JOIN](https://www.zoom.us/join) OR
(888)788-0099 (TOLL FREE)
MEETING/WEBINAR ID: 883 6927 8412
PASSWORD: 562304**

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.**

CONSENT AGENDA

1. Consider and take appropriate action on the minutes of the December 19, 2022, Regular City Council Meeting.
2. Consider and take appropriate action on Resolution R-01-23, a resolution of the City Council of the City of Kaufman, Texas, accepting Public Improvements for the State Highway 175 Elevated Water Tank Repair and Repaint and establishing the date for a two (2) year warranty period.
3. Consider and take appropriate action regarding Resolution R-02-23, a resolution of the City Council of the City of Kaufman, Texas, authorizing continued participation with the Steering Committee of Cities Served by Oncor; and 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.
4. Consider and take appropriate action to schedule a Special City Council Meeting for Wednesday, May 17, 2023, for the purpose of canvassing the Election Returns.

5. Consider and take appropriate action on the first amendment to the Installation Contract with Performance Services regarding the management and installation of the Smart Water Meter project.

END OF CONSENT AGENDA

PUBLIC HEARING

6. First Reading: Consider and take appropriate action on Ordinance O-03-23, an ordinance of the City Council of the City of Kaufman, Texas, approving an amendment to the exclusive franchise agreement for solid waste collection with Republic Waste Services of Texas, LTD., ("original agreement"), in accordance with state law and city charter; providing for the incorporation of premises; approving an amendment to provide for an updated polycart schedule and bulk pickup services; authorizing the mayor to execute the amended agreement; providing a cumulative repealer clause; providing a severability clause; and providing an effective date.
 - a. Presentation
 - b. Public Hearing
 - c. Consider and take appropriate action on the first reading of Ordinance O-03-23

DISCUSSION/ACTION ITEMS

7. Consider and take appropriate action on Ordinance O-01-23, an ordinance of the City Council of the City of Kaufman, Texas, ordering and calling the City's General Election to be held on May 6, 2023, for the purpose of electing a Mayor and three (3) people to serve as Council members for the City of Kaufman for a term of (2) years each; providing notice of election; providing for the approval of a joint election and Contract for Election Services with Kaufman County; designating polling dates, times and locations for election day and early voting; and authorizing the Mayor or designee to execute necessary documents.
8. Consider and take appropriate action on Ordinance O-02-23, an ordinance of the City Council of the City of Kaufman, Texas, ordering and calling the City's Special Election to be held on May 6, 2023, for the purpose of submitting to the resident qualified voters of the City of Kaufman a proposition for the reauthorization of a local sales and use tax at the rate of one-fourth of one percent (0.25%) to provide revenue for the maintenance and repair of municipal streets; providing notice of election; providing special election ballot language; providing for the approval of a joint election and Contract for Election Services with Kaufman County; providing ballot language for the sales tax allocation elections; designating polling dates, times and locations for election day and early voting; and authorizing the Mayor or designee to execute necessary documents.
9. Consider and take appropriate action on the First Amended and Restated **Interlocal Development Agreement for Water and Sewer Lines and Roadways** between **Kaufman Independent School District** and the **City of Kaufman**, for the development of new elementary and junior high school campuses and other related facilities on approximately 85.213 acres out of the W.M. Peters Survey, Abstract No. 407, said property being located on the north side of SH 243 and the west side of FM 2727 (Property ID 187223 & 51233); and

authorizing the Mayor or designee to execute necessary documents.

10. Consider and take appropriate action on the First Amended and Restated Development Agreement between Kaufman One WW, LLC (formerly Williamsburg Construction Services, Inc.) and the City of Kaufman for the Highland Meadows Development, an approximate 106-acre tract of land situated in the City's extraterritorial jurisdiction; and authorizing the Mayor or designee to execute necessary documents.
11. Consider and take appropriate action on the **Revised Preliminary Plat of Lots 4, 5A, 5B, 5C, 6, 7, and 8X of Block A; Lots 3 and 4 of Block E; and Lot 1 of Block F of the Kings Fort Addition**, being 54.97 acres situated in the D. Falcon Survey, Abstract No. 151, City of Kaufman, Kaufman County, Texas (Property ID 5404, 202752, and 202753). The property is zoned Planned Development-15 ("PD-15") and Planned Development-17R ("PD-17R") and is generally located on both sides of Kings Fort Parkway, the south side of US 175, and the west side of SH 34. The preliminary plat is for 8 non-residential lots, 1 multi-family residential lot, and 1 open space lot. (Case No. PP-01-23)

ANNOUNCEMENTS AND REPORTS FROM CITY MANAGER

12. Receive an update and discussion regarding the following:
 - a. Greenspot Contract Update
 - b. Bullet-Resistant Shield Grant Program Update
 - c. Kaufman Downtown Landscaping Update
 - d. Filing period for Application for a Place on the Ballot for the City's General Election is Wednesday, January 18, 2023, through Friday, February 17, 2023.
 - e. Performance Measure- FY23 Q1
 - f. Discussion Items Report (DIR)
 - g. STAR Transit Ridership Report- December 2022
 - h. Careflite Compliance Report- December 2022
 - i. Fire Department Monthly Report- December 2022
 - j. Police Department Monthly Report- December 2022
 - k. Development Services Monthly Report- December 2022
 - l. Monthly Calendars Attached

EXECUTIVE SESSION

13. The City Council will recess into Executive Session pursuant to Texas Government Code for an executive session regarding the following:

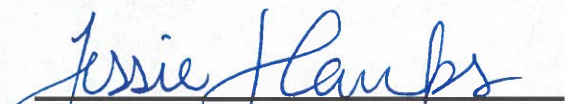
- a. Sec. 551.074: PERSONNEL MATTERS, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: City Manager

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

14. Consider and take appropriate action on an employment agreement with the City Manager; and authorize the Mayor to execute the necessary documents.
15. 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 5:00 P.M. ON FRIDAY, JANUARY 20, 2023, 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: 883 6927 8412 PASSWORD: 562304**

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



Meeting
Date: 1/23/2023

Date: 01/09/2023

Item #: 1.

Dept.: Administration

Consent Agenda

SUBJECT:

Consider and take appropriate action on the minutes of the December 19, 2022, Regular City Council Meeting.

BACKGROUND:

See attached minutes from the December 19, 2022, meeting.

Author:

Jessie Hanks, City Secretary

Reviewed:

Mike Slye, City Manager

Cost:

Funds Available:

Source:

Recommendation: Staff recommends approval of the minutes of the December 19, 2022, Regular City Council Meeting.

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



**MINUTES OF THE
CITY COUNCIL MEETING
MONDAY, DECEMBER 19, 2022 - 5:30 PM
CITY HALL COUNCIL CHAMBERS
209 S. WASHINGTON STREET
KAUFMAN, TEXAS 75142**

PLEDGE OF ALLEGIANCE

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

Mayor Jordan called the City Council meeting to order at 5:40 PM. Councilmembers present were Jeff Jordan, Patty Patterson, Carole Aga, Quattro Borders, Matt Phillips, and Charles Gillenwater. Mayor Jordan declared a quorum present. Also present were City Manager Mike Slye, Assistant City Manager Mike Holder, City Attorney Patricia Adams, City Secretary Jessie Hanks, Finance Director Mary Wennerstrom, Public Works Director Tim Hopwood, Economic Development Director Stewart McGregor, Development Services Director Andrew Bogda, Fire Chief Ronnie Davis, Fire Captain Jeremy Hatcher, and Police Sergeant Jason Stastny.

RECESS CITY COUNCIL MEETING

Mayor Jordan recessed the City Council meeting at 5:40 PM.

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

Chairman Jordan called the TIRZ #2 meeting to order at 5:40 PM. Board members present were Jeff Jordan, Patty Patterson, Lisa Parker, Quattro Borders, Carole Aga, Charles Gillenwater, and Matt Phillips. Board Members Mike Hunt, Ken Cates, and Ray Raymond were absent. Chairman Jordan declared a quorum present. Also present were City Manager Mike Slye, Assistant City Manager Mike Holder, City Attorney Patricia Adams, City Secretary Jessie Hanks, Economic Development Director Stewart McGregor, Public Works Director Tim Hopwood, Development Services Director Andrew Bogda, Fire Captain Jeremy Hatcher, and Police Sergeant Jason Stastny.

TIRZ #2 ITEMS

2. Consider and take appropriate action on the Amended Project and Financing Plan for Tax Increment Reinvestment Zone No. 2, City of Kaufman, Texas, established pursuant to Chapter 311 of the Texas Tax Code.

Mr. Slye gave the board an update on the actions taken on this item since the last meeting. Mr. Slye presented the final Amended Project and Financing Plan for Tax Increment Reinvestment Zone #2. There were discussions regarding Kaufman County and Trinity Valley Community College's participation in the expanded boundaries.

Mayor Jordan tabled this item until later in the meeting. He recessed the TIRZ #2 meeting at 5:49 PM.

RECONVENE CITY COUNCIL MEETING

Mayor Jordan reconvened the City Council meeting at 5:49 PM.

PRESENTATION

3. Business of the Month- 3D Mechanical

Mayor Jordan, Mr. McGregor, and Anne Glasscock, CEO of the Kaufman Chamber of Commerce, presented and recognized 3D Mechanical as the December Business of the Month.

CONSENT AGENDA

4. Consider and take appropriate action on the minutes from the November 21, 2022, Joint Meeting with TIRZ #1 and Regular City Council Meeting.
5. Consider and take appropriate action on designating the Kaufman Herald as the Official Newspaper for the City of Kaufman (2023).
6. Consider and take appropriate action on Ordinance O-42-22, an ordinance of the City Council of the City of Kaufman, Texas, repealing and replacing Article 4.05 "Flood Damage Prevention" of Chapter 4 "Building Regulations" of the City's Code of Ordinances to enact new flood plain regulations designed to reduce the amount of potential flood losses pursuant to regulations promulgated by FEMA; providing for the incorporation of premises; providing a severability clause; providing for a penalty; and providing for an effective date.
7. Consider and take appropriate action on a Non-Exclusive Use Agreement between the City of Kaufman and the Kaufman Lions Club Summer Baseball Association for use of the baseball fields at the Kaufman Sports Complex; and authorizing the mayor or his designee to execute necessary documents.
8. Consider and take appropriate action on a Non-Exclusive Use Agreement between the City of Kaufman and the Kaufman Soccer Association for use of the soccer fields at the Kaufman Sports Complex; and authorizing the mayor or his designee to execute necessary documents.
9. Consider and take appropriate action on the rejection of all bids for janitorial services at the Kaufman Civic Center.

Councilmember Borders made a motion to approve consent agenda items 4-9 as presented. The motion was seconded by Councilmember Parker and passed 7/0.

END OF CONSENT AGENDA

PUBLIC HEARING

10. Conduct a public hearing, consider, and take appropriate action on Ordinance No. O-40-22, an ordinance of the City Council of the City of Kaufman, amending the City of Kaufman Comprehensive Zoning Ordinance O-02-07, as amended, and Chapter 118, "Zoning" of the City of Kaufman's Code of Ordinances, and the official Zoning Map to **rezone** approximately **2.007 acres** out of the D. Falcon Survey, Abstract No. 151, City of Kaufman, from Agricultural/Open District (A/O) to Townhome Residential District (TH), said property being **located on the west side of Tabor Parkway at Dillard Lane** (Property ID 78884). (Case No. Z-09-22)
 - a. Presentation.

Mr. Bogda presented the proposed rezone request for a property located on the west side of Tabor Parkway. He reviewed the proposed zoning, location of the lot, and surrounding property zoning.

b. Public Hearing.

Mayor Jordan opened the public hearing at 5:57 PM. There being no speakers present, Mayor Jordan closed the public hearing at 5:57 PM.

c. Consider and take appropriate action on Ordinance O-40-22.

Mayor Pro-Tem Phillips made a motion to approve Ordinance O-40-22 as presented. The motion was seconded by Councilmember Borders and passed 7/0.

DISCUSSION/ACTION ITEMS

12. Consider and take appropriate action on the **Development Plat of Kings Fort Addition, Block A, Lots 6 & 7** to create 1 multi-family residential lot and 1 commercial lot (for the purposes of conveyance) on 11.56 acres out of the D. Falcon Survey, Abstract No. 151, City of Kaufman, said property being located on the south side of Kings Fort Parkway and the west side of SH 34 (Property ID 5404 & 202474). (Case No. DP-02-22)

Mr. Bogda outlined the proposed development plat for a lot located in Kings Fort Addition. He reviewed the proposed use, the location, and Planning and Zoning recommendations.

Councilmember Aga made a motion to approve the **Development Plat of Kings Fort Addition, Block A, Lots 6 & 7** to create 1 multi-family residential lot and 1 commercial lot. The motion was seconded by Mayor Pro-Tem Phillips and passed 7/0.

RECONVENE CITY COUNCIL MEETING

Mayor Jordan recessed the City Council meeting and reconvene TIRZ #2 meeting at 6:03 PM. Mayor Jordan recessed the TIRZ #2 meeting and reconvened the City Council Meeting at 6:03 PM.

RECOGNITION

1. Recognition of Judge Hal Richards

Mayor Jordan recognized Judge Hal Richards for his service to Kaufman County. Judge Richards addressed the Council and expressed his appreciation for the recognition. He spoke highly of the work the City and the County have been able to accomplish over the last 4 years.

No comments were given.

RECONVENE TIRZ #2 MEETING

Mayor Jordan recessed the City Council meeting and reconvene the TIRZ #2 meeting at 6:10 PM

TIRZ #2 ITEMS

2. Consider and take appropriate action on the Amended Project and Financing Plan for Tax Increment Reinvestment Zone No. 2, City of Kaufman, Texas, established pursuant to Chapter 311 of the Texas Tax Code.

There were discussions regarding the county's decision to not participate in the expanded TIRZ #2

zone.

Board Member Gillenwater made a motion to approve the Amended Project and Financing Plan for Tax Increment Reinvestment Zone No. 2. The motion was seconded by Board Member Patterson and passed 7/0.

TIRZ #2 ADJOURNMENT

There being no further business, Chairman Jordan adjourned the TIRZ #2 meeting at 6:17 PM.

RECONVENE CITY COUNCIL MEETING

Mayor Jordan reconvened the City Council meeting at 6:17 PM.

DISCUSSION/ACTION ITEMS

11. Consider and take appropriate action on Ordinance O-41-22, an ordinance of the City Council of the City of Kaufman, Texas, approving an Amended and Restated Project and Financing Plan for the Expanded Boundaries of Tax Increment Reinvestment Zone Number Two, City of Kaufman, Texas, pursuant to Chapter 311 of the Texas Tax Code, identifying project costs; and providing an effective date.

Councilmember Border made a motion to approve Ordinance O-41-22, approving an Amended and Restated Project and Financing Plan for the Expanded Boundaries of Tax Increment Reinvestment Zone Number Two. The motion was seconded by Councilmember Parker and passed 7/0.

13. Consider and take appropriate action on the **Final Plat of La Vega Ranch**, being a tract of land containing 92.72 acres out of the T. Lowrie Survey, Abstract No. 285, City of Kaufman ETJ, Kaufman County, TX, said property being located at 2075 CR 4104, Crandall, TX (Property ID 208804, 213296, 198586, 213262, 209865, 209789, 209823, 213286, 213299, and 208803). The final plat is for 10 residential lots and 1 private road lot. (Case No. FP-13-22)

Mr. Bogda presented the proposed final plat for the La Vega Ranch development. He reviewed the preliminary plat variances and conditions.

Councilmember Aga made a motion to approve the **Final Plat of La Vega Ranch**, a tract of land containing 92.72 acres out of the T. Lowrie Survey, Abstract No. 285, City of Kaufman ETJ, Kaufman County, TX, said property being located at 2075 CR 4104, Crandall, TX (Property ID 208804, 213296, 198586, 213262, 209865, 209789, 209823, 213286, 213299, and 208803). The motion was seconded by Councilmember Patterson and passed 7/0.

14. Consider and take appropriate action on the **Site Plan for 3020 E. Highway 175**, situated on 1.00 acre out of the D. Falcon Survey, Abstract No. 151, City of Kaufman, said property being located at 3020 E. U.S. Highway 175 (Property ID 5521). The property is zoned HC Highway Commercial District. (Case No. SP-03-22)

Mr. Bogda presented the proposed Site Plan for 3020 E. Highway 175. He reviewed the proposed expansion of the existing building on the property.

Mayor Pro-Tem Phillips made a motion to approve the **Site Plan for 3020 E. Highway 175**, situated on 1.00 acre out of the D. Falcon Survey, Abstract No. 151, City of Kaufman, said property is located at 3020 E. U.S. Highway 175 (Property ID 5521) with the requested variances as noted in the staff

report relating to the minimum side yard setback, minimum rear yard setback, the landscaping requirements, the screening requirements, and the off-street parking requirements, with the condition that within two years of site plan approval, a 24'-wide concrete fire lane meeting City requirements be installed to serve the property. The motion was seconded by Councilmember Parker and passed 7/0.

15. Consider and take appropriate action on an agreement between the City of Kaufman and Pacheco Koch Consulting Engineers, LLC for the Recreational Trail Grant Application Project; and authorize the Mayor or his designee to execute necessary documents.

Mr. Slye informed Council about the opportunity to submit an application for a Texas Parks and Wildlife Grant for pedestrian and motorized hike and bike trails. He presented an agreement with Pacheco Koch to submit the grant on behalf of the City of Kaufman.

Councilmember Aga made a motion to approve an agreement between the City of Kaufman and Pacheco Koch Consulting Engineers, LLC for the Recreational Trail Grant Application Project; and authorize the Mayor or his designee to execute the necessary documents. The motion was seconded by Councilmember Patterson and passed 7/0.

16. Consider and take appropriate action on a Chapter 380 Economic Development Grant Agreement between the City of Kaufman and Tony Collins Art, Inc.; and authorize the Mayor or his designee to execute necessary documents.

Mr. McGregor presented the Chapter 380 agreement needed to complete the sale of the property located at 112 S. Jackson St. He informed the Council about the business and the renovation plans for the property.

Councilmember Aga made a motion to approve a Chapter 380 Economic Development Grant Agreement between the City of Kaufman and Tony Collins Art, Inc.; and authorize the Mayor or his designee to execute necessary documents. The motion was seconded by Councilmember Patterson and passed 7/0.

ANNOUNCEMENTS AND REPORTS FROM CITY MANAGER

17. Receive an update and discussion regarding the following:
 - a. Moody's Credit Upgrade
 - b. Republic Services- Brush Management Update
 - c. Filing period for Application for a Place on the Ballot for the City's General Election is Wednesday, January 18, 2023, through Friday, February 17, 2023.
 - d. Discussion Items Report (DIR)
 - e. STAR Transit Ridership Report- November 2022
 - f. CareFlite Compliance Report- November 2022
 - g. Fire Department Monthly Report- November 2022
 - h. Police Department Monthly Report- November 2022
 - i. Development Services Monthly Report- November 2022

- j. Monthly Calendars Attached

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

EXECUTIVE SESSION

Mayor Jordan recessed into the Executive Session to discuss the following at 6:41 PM.

- 18. The City Council will recess into Executive Session pursuant to Texas Government Code for an executive session regarding the following:
 - a. Sec. 551.072. DELIBERATION REGARDING REAL PROPERTY; CLOSED MEETING. To deliberate the purchase, exchange, lease, or value of real property regarding: 202 S. Washington St.
 - b. Sec. 551.074: PERSONNEL MATTERS, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: City Manager.

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 7:03 PM.

PUBLIC HEARING

- 10. Conduct a public hearing, consider, and take appropriate action on Ordinance No. O-40-22, an ordinance of the City Council of the City of Kaufman, amending the City of Kaufman Comprehensive Zoning Ordinance O-02-07, as amended, and Chapter 118, "Zoning" of the City of Kaufman's Code of Ordinances, and the official Zoning Map to **rezone** approximately **2.007 acres** out of the D. Falcon Survey, Abstract No. 151, City of Kaufman, from Agricultural/Open District (A/O) to Townhome Residential District (TH), said property being **located on the west side of Tabor Parkway at Dillard Lane** (Property ID 78884). (Case No. Z-09-22)
 - a. Presentation.

Councilmember Aga made a motion to reconsider item #10 due to the public hearing being opened prior to the posted public hearing time. The motion was seconded by Councilmember Patterson and passed 7/0.

- b. Public Hearing.

Mayor Jordan reopened the public hearing at 7:04 PM. There being no speakers present, Mayor Jordan closed the public hearing at 7:04 PM.

- c. Consider and take appropriate action on Ordinance O-40-22.

Councilmember Borders made a motion to approve Ordinance O-40-22 as presented. The motion was seconded by Councilmember Gillenwater and passed 7/0.

- 20. Consider and take appropriate action regarding the Kaufman City Manager position.

Mayor Pro-Tem Phillips made a motion to accept the resignation of City Manager Mike Slye effective

February 28, 2023. The motion was seconded by Councilmember Aga and passed 7/0.

Mr. Slye gave a few words regarding his resignation. He expressed his deep appreciation for his wife and family for their support throughout the last 28 years. He spoke about his experiences of his career as a City Manager. He thanked the Council for the impact they have had on his last 7 years in Kaufman. Mayor Jordan expressed his appreciation for all of Mr. Slye's work over the last 7 years.

Mayor Pro-Tem Phillips made a motion to appoint Mike Holder as the City Manager effective March 1, 2023. The motion was seconded by Councilmember Gillenwater and passed 7/0.

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

Councilmember Aga made a motion to approve the extension of the lease for the property located at 202 S. Washington St. The motion was seconded by Councilmember Patterson and passed 7/0.

ADJOURNMENT

There being no further business, Mayor Jordan adjourned the meeting at 7:17 PM.

ATTEST:

JEFF JORDAN
MAYOR

JESSIE HANKS
CITY SECRETARY



Meeting
Date: 1/23/2023

Date: 01/09/2023

Item #: 2.

Dept.: Administration

Consent Agenda

SUBJECT:

Consider and take appropriate action on Resolution R-01-23, a resolution of the City Council of the City of Kaufman, Texas, accepting Public Improvements for the State Highway 175 Elevated Water Tank Repair and Repaint and establishing the date for a two (2) year warranty period.

BACKGROUND:

This resolution is for the acceptance of all public improvements made by Maquire Iron, Inc. to the State Highway 175 Elevated Water Tank Repair and Repaint.

Resolution R-01-23 and the acceptance letter are attached.

Author:
Mike Slye, City Manager

Reviewed:
Mike Slye, City Manager

Cost:

Funds Available:

Source:

Recommendation: Staff recommends approval of Resolution R-01-23 as presented.

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

MRESOLUTION NO. R-01-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KAUFMAN, TEXAS ACCEPTING PUBLIC IMPROVEMENTS FOR THE STATE HIGHWAY 175 ELEVATED WATER TANK; ESTABLISHING THE WARRANTY PERIOD FOR THE PUBLIC IMPROVEMENTS; PROVIDING FOR THE INCORPORATION OF PREMISES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City and Maquire Iron, Inc., (“Contractor”), entered into an agreement dated September 27, 2021, (the “Agreement”), pursuant to which Contractor was to provide all labor, supervision, materials, and equipment necessary to perform all work in connection with the State Highway 175 Elevated Water Tank Repair and Repaint (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 January 23, 2023, the effective date of this Resolution, and remaining in full force and effect until January 23, 2025, 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 23rd day of January, 2023.

JEFF JORDAN
MAYOR

ATTEST:

JESSIE HANKS
CITY SECRETARY

APPROVED AS TO FORM:

PATRICIA A. ADAMS
CITY ATTORNEY

May 2, 2022

Gene Jones, Jr., CEO
Maguire Iron, Inc.
P. O. Box 1446
Sioux Falls, SD 57101
(via email)

Re: Final Acceptance
State Highway 175 Elevated Water Tank Repair and Repaint

Dear Mr. Jones Jr.,

This is your letter of Final Acceptance for the above project. The final inspection and the corrected punchlist items indicate that the work is complete and is therefore accepted by the City of Kaufman. In accordance with the contract documents, the maintenance bond shall be in effect for two (2) years from the date of the final acceptance on May 2, 2022.

Sincerely,
tnp
teague nall & perkins



Philip C. Varughese, P.E.
Associate/Team Leader

cc: Migdad Mustafa, Maguire Iron, Inc., (via email)
Mike Slye, City Manager - City of Kaufman (via email)
Mike Holder, Assistant City Manager - City of Kaufman (via email)
Tim Hopwood, Director of Public Works - City of Kaufman (via email)
KAU 21275 File



Meeting
Date: 1/23/2023

Date: 01/12/2023

Item #: 3.

Dept.: Administration

Consent Agenda

SUBJECT:

Consider and take appropriate action regarding Resolution R-02-23, a resolution of the City Council of the City of Kaufman, Texas, authorizing continued participation with the Steering Committee of Cities Served by Oncor; and 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.

BACKGROUND:

The City of Kaufman is a member of a 171-member city coalition known as the Steering Committee of Cities Served by Oncor (Steering Committee). The resolution approves the assessment of a ten cent (\$0.10) per capita fee to fund the activities of the Steering Committee.

The Steering Committee undertakes activities on behalf of municipalities for which it needs funding support from its members. Municipalities have original jurisdiction over the electric distribution rates and services within the city. The Steering Committee has been in existence since the late 1980s. It took on a formal structure in the early 1990s. Empowered by city resolutions and funded by per capita assessments, the Steering Committee has been the primary public interest advocate before the Public Utility Commission, ERCOT, the courts, and the Legislature on electric utility regulation matters for over three decades.

The Steering Committee is actively involved in rate cases, appeals, rulemaking, and legislative efforts impacting the rates charged by Oncor Electric Delivery Company, LLC within the City. Steering Committee representation is also strong at ERCOT. It is possible that additional efforts will be necessary on new issues that arise during the year, and it is important that the Steering Committee be able to fund its participation on behalf of its member cities. A per capita assessment has historically been used, and is a fair method for the members to bear the burdens associated with the benefits received from that membership.

Author:
Mike Slye, City Manager

Reviewed:
Mike Slye, City Manager

Cost:

Funds Available:

Source:

Recommendation: Staff recommends approval of Resolution R-02-23 as presented.

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

RESOLUTION NO. R-02-23

A RESOLUTION 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.; PROVIDING FOR THE INCORPORATION OF PREMISES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Kaufman is a regulatory authority under the Public Utility Regulatory Act ("PURA") and has exclusive original jurisdiction over the rates and services of Oncor Electric Delivery Company, LLC ("Oncor") within the municipal boundaries of the city; and

WHEREAS, the Steering Committee of Cities Served By Oncor ("Steering Committee") has historically intervened in Oncor rate proceedings and electric utility related rulemakings to protect the interests of municipalities and electric customers residing within municipal boundaries; and

WHEREAS, the Steering Committee is participating in Public Utility Commission dockets and projects, as well as court proceedings and legislative activity, affecting transmission and distribution utility rates; and

WHEREAS, the City is a member of the Steering Committee; and

WHEREAS, the Steering Committee functions under the direction of an Executive Committee which sets an annual budget and directs interventions before state and federal agencies, courts and legislatures, subject to the right of any member to request and cause its party status to be withdrawn from such activities; and

WHEREAS, the Steering Committee at its December 2022 meeting set a budget for 2023 that compels an assessment of ten cents (\$0.10) per capita; and

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

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

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

SECTION 2. That the City is authorized to continue its membership with the Steering Committee of Cities Served by Oncor to protect the interests of the City of Kaufman and protect the interests of the customers of Oncor Electric Delivery Company, LLC residing and conducting business within the City limits.

SECTION 3. The City is further authorized to pay its assessment to the Steering Committee of ten cents (\$0.10) per capita based on the population figures for the City shown in the latest TML Directory of City Officials.

SECTION 4. A copy of this Resolution and the assessment payment check made payable to "*Steering Committee of Cities Served by Oncor*" shall be sent to Brandi Stigler, Steering Committee of Cities Served by Oncor, c/o City Attorney's Office, Mail Stop 63-0300, 101 S. Mesquite St., Suite 300, Arlington, Texas 76010.

SECTION 5. This Resolution shall become effective immediately upon its passage and approval.

PRESENTED AND PASSED on this the 23RD day of January, 2023, by a vote of _____ ayes and _____ nays at a regular meeting of the City Council of the City of Kaufman, Texas.

JEFF JORDAN
MAYOR

ATTEST:

JESSIE HANKS
CITY SECRETARY

APPROVED AS TO FORM:

PATRICIA A. ADAMS
CITY ATTORNEY



Meeting
Date: 1/23/2023

Date: 01/09/2023

Item #: 4.

Dept.: Administration

Consent Agenda

SUBJECT:

Consider and take appropriate action to schedule a Special City Council Meeting for Wednesday, May 17, 2023, for the purpose of canvassing the Election Returns.

BACKGROUND:

Council will need to schedule a Special City Council Meeting for the purpose of canvassing the election returns. Per City Charter and State Law, this needs to be completed no earlier than the third day (May 9th) or later than the 11th day (May 17th) after the election. Kaufman County has requested all entities who enter into an election contract with them hold canvassing until May 17th.

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

Author:
Jessie Hanks, City Secretary

Reviewed:
Mike Slye, City Manager

Cost:

Funds Available:

Source:

Recommendation: Staff recommends scheduling a Special City Council Meeting for Wednesday, May 17, 2023, for the purpose of canvassing the Election Returns.

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



Meeting
Date: 1/23/2023

Date: 01/09/2023

Item #: 5.

Dept.: Administration

Consent Agenda

SUBJECT:

Consider and take appropriate action on the first amendment to the Installation Contract with Performance Services regarding the management and installation of the Smart Water Meter project.

BACKGROUND:

During the installation phase of the smart water meter project, there were additional items needed to complete the project. These included different sized meters than were originally scoped, electric poles to service the signal transfers, and other minor changes. These items were handled through change orders and largely funded through the owners-directed allowance. However, it did change the original total amount of the contract that was awarded. This amendment will change the total amount from \$2,600,000 to \$2,685,990.

Author:

Mike Holder, Assistant City Manager

Reviewed:

Mike Slye, City Manager

Cost:

Funds Available:

Source:

Recommendation: Staff recommends the first amendment to the installation contract with Performance Services.

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



First Amendment to Installation Contract

Contract No.: 40P-C21-2977

This First Amendment to Installation Contract (the "First Amendment") is made as the 16th day of November, 2022, by and between Performance Services, Inc. ("PSI") and City of Kaufman ("Owner") with respect to that certain Installation Contract entered into by and between PSI and Owner, dated August 23, 2021, in the amount of Two Million Six Hundred Thousand and 00/100 Dollars (\$2,600,000.00) (the "Installation Contract"). All capitalized terms contained herein and not otherwise defined shall have the meaning ascribed to them in the Installation Contract.

PSI and Owner hereby agree that the Installation Contract shall be amended as follows:

Pursuant to the terms of the Installation Contract, Owner desires to modify the Scope of Work as illustrated on the attached Exhibit "A" (the "Additional Scope of Work") in the amount of One Hundred Sixty-Two Thousand Six Hundred Forty-Nine and 00/100 Dollars (\$162,649.00) (the "Additional Scope of Work Price"). Pursuant to the terms of the Installation Contract, Owner is entitled to direct the implementation of Seventy-Six Thousand Six Hundred Fifty-Nine and 00/100 Dollars (\$76,659.00) of Owner Directed Allowance ("ODA"), which amount shall be credited against the Additional Scope of Work Price. As such, the Contract Price of the Installation Contract shall be increased by Eighty-Five Thousand Nine Hundred Ninety and 00/100 (\$85,990.00), which reflects the remaining Additional Scope of Work Price following the implementation of the ODA. Therefore, the Contract Price of the Installation Contract is hereby amended to Two Million Six Hundred Eighty-Five Thousand Nine Hundred Ninety and 00/100 Dollars (\$2,685,990.00). Owner has Zero and 00/100 Dollars (\$0.00) of ODA remaining.

All other terms and provisions of the Installation Contract shall remain in full force and effect.

"OWNER":

CITY OF KAUFMAN

"PSI":

PERFORMANCE SERVICES, INC.

By: _____
Printed/Title: _____

By: _____
Printed/Title: _____

City of Kaufman AMI

City Data vs Actuals

Item	Cost
Meter Size Delta (Labor)	\$ 10,245.00
32 - 1" Meters	\$ 12,352.00
43 - 1.5" Meters	\$ 73,874.00
12 - 2" Meters	\$ 13,620.00
DFW 37C Boxes	\$ 16,171.00
Project Management	\$ 4,495.00
Overhead & Profit	\$ 28,703.00
Warranty	\$ 797.00
Bonds	\$ 2,392.00
Total PSI Scope Value	\$ 162,649.00
ODA Balance	\$ (76,659.00)
Owner Change Order #1 Value	\$ 85,990.00

City of Kaufman AMI Project - Owner Directed Allowance Tracking

Project: City of Kaufman AMI

Project Manager: Jackie Gilcrease

Date: 9/1/2021

[illegible]



Meeting
Date: 1/23/2023

Date: 01/17/2023

Item #: 6.

Dept.: Administration

Ordinance

SUBJECT:

First Reading: Consider and take appropriate action on Ordinance O-03-23, an ordinance of the City Council of the City of Kaufman, Texas, approving an amendment to the exclusive franchise agreement for solid waste collection with Republic Waste Services of Texas, LTD., ("original agreement"), in accordance with state law and city charter; providing for the incorporation of premises; approving an amendment to provide for an updated polycart schedule and bulk pickup services; authorizing the mayor to execute the amended agreement; providing a cumulative repealer clause; providing a severability clause; and providing an effective date.

BACKGROUND:

City staff and Republic Services representatives have worked together to resolve the ongoing issues with the brush pick-up services. This amendment will provide for a once-a-month scheduled pick-up for unbundled brush piles while still maintaining the normal pick-up schedule and terms of the current contract.

Author:
Mike Slye, City Manager

Reviewed:
Mike Slye, City Manager

Cost:

Funds Available:

Source:

Recommendation: Staff recommends approval of the first reading of Ordinance O-03-23 as presented.

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

ORDINANCE NO. O-03-23

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

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

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

WHEREAS, the City, through the City Council, and pursuant to both state law and Article X “Utility and Public Service Franchises and Licenses” of the City’s Home Rule Charter (“Article X”), is authorized to amend the Original Agreement entered into on or about October 27, 2020, and First Amended on July 26, 2021; and

WHEREAS, in compliance with the City Charter, the City Council held a public hearing on January 23, 2023, and considered public input on the proposed amendments to the Original Agreement; and

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

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

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

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

Section 2. Amendment. In accordance with Article X of the Charter of the City of Kaufman, Texas, the Second Amendment to the Contract for Collection of Solid Waste

by and between the City of Kaufman and Republic Waste Services of Texas, Ltd. (the "Amended Agreement"), a copy of which is attached hereto as **Exhibit "A"** and incorporated herein for all purposes, is hereby approved in form and substance for the public service of collection of residential and commercial solid waste in the City.

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

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

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

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

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

READ on the 23rd day of January 2023.

PASSED AND ADOPTED this 27th day of February 2023.

JEFF JORDAN
MAYOR

ATTEST:

JESSIE HANKS
CITY SECRETARY

APPROVED AS TO FORM:

PATRICIA A. ADAMS
CITY ATTORNEY

EXHIBIT “A”

SECOND AMENDMENT TO CONTRACT FOR COLLECTION OF SOLID WASTE

THIS SECOND AMENDMENT to that contract entered into on or around October 27, 2020 amended via First Amendment dated July 30, 2021 (collectively "Original Contract"), is made by and between the City of Kaufman, Texas, a home rule municipal corporation located at 209 S. Washington Street, Kaufman, Kaufman County, Texas, (hereinafter called "City"), and Republic Waste Services of Texas, Ltd. dba Republic Services of Dallas, a Texas corporation located at 1450 E. Cleveland Street, Hutchins, Texas 75141, (hereinafter called "Contractor").

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

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

A. **Section 4, Scope and Nature of Operation, Sub-Section A, Residential Collection, Page 6:**
This section is hereby revised to read as follows:

1. Contractor shall provide curbside collection service for the collection of containerized residential refuse, and solid waste, to each residential unit at least one (1) time per week; provided, that: (i) such residential refuse and solid waste materials are placed in Polycarts, and (ii) such Polycarts are at curbside by 7:00 a.m. on the designated collection day. Further, Contractor shall provide City a copy of maps indicating the routes used in the collection of waste from all Residential Customers. The City has the right to request Contractor review and approve modification of routes, which approval shall not be unreasonably withheld. The weight of a Polycart and its contents shall not exceed 175 pounds.
2. **Bundle and Bulky Wastes Collection:** Contractor shall provide a weekly collection service for bulky wastes and/or bundles of brush or solid waste to all Residential Customers for up to a maximum aggregate of three (3) cubic yards per collection. In case of excess Bulky or Bundle Waste for the weekly service, residents may request a special collection quote from Contractor.

Unbundled Brush will be collected one (1) time per month on a designated day agreed to by the City and the Contractor. Brush does not have to be bundled. Residents must call the City to get their address on the list before the scheduled monthly collection day. Commercially generated brush will not be collected through this monthly service.

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

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

Executed this the 27th day of February, 2023.

CITY OF KAUFMAN, TEXAS

Jeff Jordan, Mayor

ATTEST:

Jessie Hanks, City Secretary

APPROVED AS TO FORM:

Patricia Adams, City Attorney
Executed this the 23rd day of January 2023

CONTRACTOR

THE STATE OF TEXAS §
THE COUNTY OF _____ §

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

Executed on this the ____ day of _____, 2023.

Notary Public
Commission Expires: _____



Meeting
Date: 1/23/2023

Date: 01/09/2023

Item #: 7.

Dept.: Administration

Ordinance

SUBJECT:

Consider and take appropriate action on Ordinance O-01-23, an ordinance of the City Council of the City of Kaufman, Texas, ordering and calling the City's General Election to be held on May 6, 2023, for the purpose of electing a Mayor and three (3) people to serve as Council members for the City of Kaufman for a term of (2) years each; providing notice of election; providing for the approval of a joint election and Contract for Election Services with Kaufman County; designating polling dates, times and locations for election day and early voting; and authorizing the Mayor or designee to execute necessary documents.

BACKGROUND:

This Ordinance is for the purpose of calling the General Election for electing the mayor and three (3) Council members. The uniform election date is Saturday, May 6, 2023. It also provides a notice to be published and sets the dates and locations for Election Day and early voting. This Ordinance will also authorize the execution of a contract with Kaufman County for election services.

Author:
Jessie Hanks, City Secretary

Reviewed:
Mike Slye, City Manager

Cost:

Funds Available:

Source:

Recommendation: Staff recommends approval of Ordinance O-01-23 as presented.

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

**CITY OF KAUFMAN, TEXAS
ORDINANCE NO. O-01-23**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KAUFMAN, TEXAS, ORDERING AND CALLING A JOINT GENERAL ELECTION BETWEEN THE CITY OF KAUFMAN, TEXAS, ("CITY"), AND KAUFMAN COUNTY, ("COUNTY"), TO BE HELD ON MAY 6, 2023, FOR THE PURPOSE OF ELECTING A MAYOR AND THREE (3) PEOPLE TO SERVE AS COUNCILMEMBERS TO THE CITY OF KAUFMAN CITY COUNCIL, EACH ELECTED FOR A TERM OF TWO (2) YEARS; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING AN ELECTION NOTICE; PROVIDING FOR THE ADMINISTRATION OF A JOINT ELECTION AND APPROVAL OF A JOINT CONTRACT FOR ELECTION SERVICES WITH COUNTY; PROVIDING FOR THE DATE OF ELECTION AND PURPOSES OF ELECTION; DESIGNATING THE CITY ELECTION PRECINCT, POLLING PLACE AND HOURS FOR ELECTION DAY; PROVIDING FOR THE COMPENSATION OF ELECTION JUDGES AND CLERKS; PROVIDING THE METHOD OF VOTING; PROVIDING GOVERNING LAW/QUALIFIED VOTERS; REQUIRING POSTING OF NOTICE; PROVIDING FOR EARLY VOTING; PROVIDING FOR DELIVERY OF RETURNS; PROVIDING FOR CANVASSING OF RETURNS AND NECESSARY ACTIONS; PROVIDING A CUMULATIVE CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council desires to order and call a General Election on May 6, 2023, for the purpose of electing a mayor and three (3) Council Members for two (2) year terms each, (the "Election" or the "General Election") to the Kaufman City Council; and

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

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

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

SECTION 1
INCORPORATION OF PREMISES

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

SECTION 2
ELECTION NOTICE

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

SECTION 3
ADMINISTRATION OF JOINT ELECTION AND APPROVAL OF JOINT ELECTION AGREEMENT

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

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

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

SECTION 4
DATE OF ELECTION

It is hereby ordered that a joint General Election shall be called in and throughout the City of Kaufman on **May 6, 2023**, such date being a uniform election date as defined in Section 41.001 of the Texas Election Code (the "Code"). The Election shall be held for the purposes set forth in **Section 5** of this Ordinance.

SECTION 5
PURPOSE OF ELECTION

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

SECTION 6
CITY ELECTION PRECINCT, POLLING PLACES,
AND HOURS FOR ELECTION DAY

The corporate limits of the City of Kaufman, Texas shall have one main polling place for the municipal election. The polling place whose qualified voters shall cast ballots at such location in the City of Kaufman for the May 6, 2023, Election is as follows:

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

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

SECTION 7
COMPENSATION OF THE JUDGE AND CLERKS

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

SECTION 8

METHOD OF VOTING

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

SECTION 9

GOVERNING LAW; QUALIFIED VOTERS

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

SECTION 10

POSTING OF NOTICE

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

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

SECTION 11

EARLY VOTING

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

Early voting by personal appearance will be conducted as follows:

Main Early Voting Location:

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

Branch Early Voting Locations

1. Forney Sub Courthouse 200 E. Main St. Forney, TX 75126	2. Terrell Sub Courthouse 408 E. College St. Terrell, TX 75160
3. Kemp Sub Courthouse 103 N. Main St. Kemp, TX 75143	4. Crandall Combine Community Center 500 W. Lewis St/ FM 3039 Crandall, TX 75114
5. Mabank City Hall 129 E. Market St. Mabank, TX 75147	6. Scurry/Rosser ISD Admin Building 10705 State Highway 34 Scurry, TX 75147

Weekdays: Monday, April 24, 2023 through Tuesday, May 2, 2023.

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

Applications for ballots by mail shall be mailed to:

Tandi Smith
Early Voting Clerk
Kaufman County Courthouse Annex
P. O. Box 1347
Kaufman, Texas 75142

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

SECTION 12
DELIVERY OF RETURNS

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

SECTION 13
CANVASSING OF RETURNS

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

SECTION 14
NECESSARY ACTIONS

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

SECTION 15
CUMULATIVE CLAUSE

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

SECTION 16
SEVERABILITY CLAUSE

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

SECTION 17
EFFECTIVE DATE

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

AND IT IS SO ORDAINED, PASSED AND APPROVED by the City Council of the City of Kaufman, Texas this 23rd day of January, 2023.

JEFF JORDAN
MAYOR

ATTEST:

JESSIE HANKS
CITY SECRETARY

APPROVED AS TO FORM:

PATRICIA A. ADAMS
CITY ATTORNEY

EXHIBIT “A”

Election Services Contract between the City of Kaufman and Kaufman County

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



Meeting
Date: 1/23/2023

Date: 01/13/2023

Item #: 8.

Dept.: Administration

Ordinance

SUBJECT:

Consider and take appropriate action on Ordinance O-02-23, an ordinance of the City Council of the City of Kaufman, Texas, ordering and calling the City's Special Election to be held on May 6, 2023, for the purpose of submitting to the resident qualified voters of the City of Kaufman a proposition for the reauthorization of a local sales and use tax at the rate of one-fourth of one percent (0.25%) to provide revenue for the maintenance and repair of municipal streets; providing notice of election; providing special election ballot language; providing for the approval of a joint election and Contract for Election Services with Kaufman County; providing ballot language for the sales tax allocation elections; designating polling dates, times and locations for election day and early voting; and authorizing the Mayor or designee to execute necessary documents.

BACKGROUND:

This Ordinance is for the purpose of calling a Special Election for the purpose of renewing the allocation of .25% of Sales Tax Revenues for Street Maintenance. The uniform election date is Saturday, May 1, 2021. It also provides a notice to be published, sets the dates and locations for Election Day and early voting. This Ordinance will also authorize the execution of a contract with Kaufman County for election services. This election is statutorily required at the 4th year of the initial election to adopt this program.

Author:
Jessie Hanks, City Secretary

Reviewed:
Mike Slye, City Manager

Cost:

Funds Available:

Source:

Recommendation: Staff recommends approval of Ordinance O-01-23 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-02-23**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KAUFMAN, TEXAS, ORDERING AND CALLING A JOINT SPECIAL ELECTION BETWEEN THE CITY OF KAUFMAN, TEXAS, ("CITY"), AND KAUFMAN COUNTY, ("COUNTY"), TO BE HELD ON MAY 6, 2023, FOR THE PURPOSE OF SUBMITTING TO THE VOTERS A PROPOSITION FOR THE REAUTHORIZATION OF A LOCAL SALES AND USE TAX AT THE RATE OF ONE FOURTH OF ONE PERCENT (0.25%) TO PROVIDE REVENUE FOR THE MAINTENANCE AND REPAIR OF MUNICIPAL STREETS; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING AN ELECTION NOTICE; PROVIDING FOR THE ADMINISTRATION OF A JOINT ELECTION AND APPROVAL OF A JOINT CONTRACT FOR ELECTION SERVICES WITH COUNTY; PROVIDING FOR THE DATE OF ELECTION AND PURPOSES OF ELECTION; PROVIDING SPECIAL ELECTION BALLOT LANGUAGE; DESIGNATING THE CITY ELECTION PRECINCT, POLLING PLACE AND HOURS FOR ELECTION DAY; PROVIDING FOR THE COMPENSATION OF ELECTION JUDGES AND CLERKS; PROVIDING THE METHOD OF VOTING; PROVIDING GOVERNING LAW/QUALIFIED VOTERS; REQUIRING POSTING OF NOTICE; PROVIDING FOR EARLY VOTING; PROVIDING FOR DELIVERY OF RETURNS; PROVIDING FOR CANVASSING OF RETURNS AND NECESSARY ACTIONS; PROVIDING A CUMULATIVE CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, on May 4, 2019, the City Council adopted Ordinance No. O-03-19 calling a Special Election for the purpose of placing a proposition on the ballot for the levy of a sales and use tax to provide revenue for maintenance and repair of municipal streets pursuant to the Texas Tax Code, that proposition was approved, and the City canvassed the results of that election on May 13, 2019 pursuant to Ordinance No. O-05-19 thereby levying the street maintenance tax at the rate of one fourth of one percent (0.25%) to provide revenue for the maintenance and repair of municipal streets (the "Street Maintenance Tax"); and

WHEREAS, pursuant to Chapter 327 of the Texas Tax Code, the Street Maintenance Tax adopted by the City expires on the fourth anniversary of the date that the tax was adopted pursuant to Section 327.005 of the Texas Tax Code; and

WHEREAS, the City Council has determined it appropriate and necessary to reauthorize the Street Maintenance Tax in order to continue allocating sales tax revenue towards maintenance and repair of municipal streets; and

WHEREAS, the City Council therefore desires to order and call a Special Election on May 6, 2023, for the purpose of submitting to the voters a proposition to reauthorize a local sales and use tax at the rate of one fourth of one percent (0.25%) to provide revenue for the maintenance and repair of municipal streets, (the "Election" or the "Special Election"); and

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

WHEREAS, by the passage of this Ordinance, it is the intention of the City Council to (i) hold a Special Election for the purpose of submitting to the voters a proposition to reauthorize a local sales and use tax at the rate of one fourth of one percent (0.25%) to provide revenue for the maintenance and repair of municipal streets; (ii) designate the polling places for early voting; (iii) appoint the Kaufman County Elections Administrator as the entity responsible for conducting the Election; (iv) establish and set forth that this shall be a joint Election with the County of Kaufman; and (v) authorize a Contract for Election Services to conduct the joint election;

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

SECTION 1
INCORPORATION OF PREMISES

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

SECTION 2
ELECTION NOTICE

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

SECTION 3

ADMINISTRATION OF JOINT ELECTION AND APPROVAL OF JOINT ELECTION AGREEMENT

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

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

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

SECTION 4 DATE OF ELECTION

It is hereby ordered that a joint Special Election shall be called in and throughout the City of Kaufman on **May 6, 2023**, such date being a uniform election date as defined in Section 41.001 of the Texas Election Code (the "Code"). The Election shall be held for the purposes set forth in **Section 5** of this Ordinance.

SECTION 5 PURPOSE OF ELECTION

The election is being held for the purpose of a Special Election for the purpose of submitting to the voters a proposition for the reauthorization of a local sales and use tax at the rate of one fourth of one percent (0.25%) to provide revenue for the maintenance and repair of municipal streets.

SECTION 6 SPECIAL ELECTION BALLOT LANGUAGE

Street Maintenance. At the Special Election on the proposition for the reauthorization of a local sales and use tax to provide revenue for street maintenance for repair of streets shall be on the ballot subject to a "For" or an "Against". Voters shall be permitted to vote "For" or "Against" the following:

Proposition No. 1:

The reauthorization of the local sales and use tax in the City of Kaufman, Texas at the rate of one-fourth of one percent (0.25%) to continue providing revenue for maintenance and repair of municipal streets. The tax expires on the 10th anniversary of the date of this election unless the imposition of the tax is reauthorized.

[] FOR
[] AGAINST

SECTION 7
CITY ELECTION PRECINCT, POLLING PLACES,
AND HOURS FOR ELECTION DAY

The corporate limits of the City of Kaufman, Texas shall have one main polling place for the municipal election. The polling place whose qualified voters shall cast ballots at such location in the City of Kaufman for the May 6, 2023, Election is as follows:

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

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

SECTION 8
COMPENSATION OF THE JUDGE AND CLERKS

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

SECTION 9
METHOD OF VOTING

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

SECTION 10
GOVERNING LAW; QUALIFIED VOTERS

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

SECTION 11
POSTING OF NOTICE

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

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

SECTION 12
EARLY VOTING

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

Early voting by personal appearance will be conducted as follows:

Main Early Voting Location:

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

Branch Early Voting Locations

1. Forney Sub Courthouse 200 E. Main St. Forney, TX 75126	2. Terrell Sub Courthouse 408 E. College St. Terrell, TX 75160
3. Kemp Sub Courthouse 103 N. Main St. Kemp, TX 75143	4. Crandall Combine Community Center 500 W. Lewis St/ FM 3039 Crandall, TX 75114
5. Mabank City Hall 129 E. Market St. Mabank, TX 75147	6. Scurry/Rosser ISD Admin Building 10705 State Highway 34 Scurry, TX 75147

Weekdays: Monday, April 24, 2023 through Tuesday, May 2, 2023.

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

Applications for ballots by mail shall be mailed to:

Tandi Smith
Early Voting Clerk
Kaufman County Courthouse Annex
P. O. Box 1347
Kaufman, Texas 75142

Applications for ballots by mail must be received no later than the close of business on April 26, 2023.

Commented [PA1]: Is this the correct date?

SECTION 13 DELIVERY OF RETURNS

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

SECTION 14 CANVASSING OF RETURNS

In accordance with the requirements set forth in the Texas Election Code, the City Council shall convene an open meeting to canvass the returns of the Election.

SECTION 15
NECESSARY ACTIONS

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

SECTION 16
CUMULATIVE CLAUSE

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

SECTION 17
SEVERABILITY CLAUSE

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

SECTION 18
EFFECTIVE DATE

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

AND IT IS SO ORDAINED, PASSED AND APPROVED by the City Council of the City of Kaufman, Texas this 23rd day of January, 2023.

JEFF JORDAN
MAYOR

ATTEST:

JESSIE HANKS
CITY SECRETARY

APPROVED AS TO FORM:

PATRICIA A. ADAMS
CITY ATTORNEY

EXHIBIT "A"

Election Services Contract between the City of Kaufman and Kaufman County

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



Meeting
Date: 1/23/2023

Date: 01/09/2023

Item #: 9.

Dept.: Administration

Action Item

SUBJECT:

Consider and take appropriate action on the First Amended and Restated **Interlocal Development Agreement for Water and Sewer Lines and Roadways** between **Kaufman Independent School District** and the **City of Kaufman**, for the development of new elementary and junior high school campuses and other related facilities on approximately 85.213 acres out of the W.M. Peters Survey, Abstract No. 407, said property being located on the north side of SH 243 and the west side of FM 2727 (Property ID 187223 & 51233); and authorizing the Mayor or designee to execute necessary documents.

BACKGROUND:

This amended and restated Interlocal Agreement (ILA) with KISD is required as a result of a failed bond election in November 2022. It's primary focus at this point is to continue with the off-site utility improvements (NE Utility project) while they can share in the cost with the developer of Highland Meadows development who will required the same off-site improvements IPhase 1). Phase 2 of this agreement will occur once a positive bond election occurs to build a new elementary school.

Author:
Mike Slye, City Manager

Reviewed:
Mike Slye, City Manager

Cost: **Funds Available:** **Source:**

Recommendation: Recommend approval of the Amended and Restated KISD ILA of the NE off-site utility improvements.

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

**FIRST AMENDED AND RESTATED INTERLOCAL DEVELOPMENT AGREEMENT
FOR WATER AND SEWER LINES AND ROADWAYS
ASSOCIATED WITH
A NEW KAUFMAN ISD
ELEMENTARY AND JUNIOR HIGH SCHOOL SITE**

STATE OF TEXAS §
 §
COUNTY OF KAUFMAN §

This Interlocal Development Agreement for Water and Sewer Lines and Roadways, hereinafter called “Agreement,” is made and entered into by and between the KAUFMAN INDEPENDENT SCHOOL DISTRICT, an independent school district and political subdivision of the State of Texas, hereinafter called “District” and the CITY OF KAUFMAN, a home rule municipality and political subdivision of the State of Texas located in Kaufman County, Texas, hereinafter called “City.” (Both District and City being jointly referred to as “Parties.”)

W I T N E S S E T H :

WHEREAS, the District and the City are authorized to enter this Agreement pursuant to the provisions of the Interlocal Cooperation Act, Texas Government Code Section 791.001 et seq;

WHEREAS, the City is a political subdivision of the State of Texas and is the owner of certain public roadways and certain water and sewer facilities that it utilizes to provide utility service to its customers, including the District, and further the City has the authority to build, construct, improve, and/or maintain such roadway, water and sewer facilities within the city limits of the City;

WHEREAS, the District plans on constructing new elementary and junior high school campuses and other related facilities (“New School Campuses”) to be located on the land (the “Land”) described in **Exhibit 1** attached hereto, which Land the District has purchased, and intended to have the general layout as conceptualized on the Proposed Site Plan attached hereto as **Exhibit 2** (“Proposed Site Plan”);

WHEREAS, the Land does not currently have the water, sewer, and roadway infrastructure necessary to build and operate the New School Campuses upon the Land;

WHEREAS the District plans to design, bid, procure, acquire easements and/or land, manage, construct and connect to existing public roads and existing City water and sewer lines, in order to provide additional public road access and water and sewer service to the New School Campuses, hereinafter called the “Project”;

WHEREAS, after completion of the Project, the District intends to dedicate the off-site roads, water and sewer lines, and easements and rights of way to the City to the extent the same are not acquired by the City as set forth herein;

WHEREAS, the District has provided engineer’s cost estimates for the Project as set forth in the exhibits attached hereto;

WHEREAS, attached as **Exhibit 3** is a preliminary design showing a general depiction of the routes of roads and the water and sewer lines and the accompanying cost estimates as provided by the District's engineer;

WHEREAS, except for items to be paid for or reimbursed by the City as provided for herein, the District will pay all costs and expenses associated with construction and design of the Project including, but not limited to, engineering, design, easement acquisition, construction, testing and inspection costs;

WHEREAS, the Project will benefit the City's infrastructure and will allow the City to better serve its citizens and to service additional development in the area of the New School Campuses;

WHEREAS, accordingly, the City has agreed to reimburse the District for a portion of such costs and to collect payment of a portion of such costs from neighboring landowners for reimbursement to the District, as provided herein, including amounts of any financial settlement or compensation award provided as a result of the District's negotiation with applicable land owners to acquire any of the easements described in this Agreement or the City's use of eminent domain to acquire such easements from such landowners.

WHEREAS, the Parties desire to enter into this Agreement pursuant to the Interlocal Cooperation Act in order to set forth the terms and conditions pursuant to which the District will provide for the design, right-of-way/easement acquisition, construction, management and payment of the roadway (including certain traffic signals and turn lanes) and water and sewer line improvements to serve the New School Campuses (which will also benefit the City and neighboring landowners) and the terms of payment or reimbursement by the City as set forth herein in order to set forth certain acquisition responsibilities of the City with respect to the Project;

NOW, THEREFORE, the District and City hereby agree as follows:

I. BASIC AGREEMENT TERMS

1.03 Efficient and Effective Cooperation of Public Entities. The District and the City have found it will increase the efficiency and effectiveness of their respective entities as required by Section 791.001, et seq. of the Texas Government Code, the Texas Interlocal Cooperation Act ("the Act"), and will be in their best interests and the interest of the public to cooperate in creating the Project.

1.02 Basic District Obligations. Except for the easements and rights of way to be provided by the City as expressly set forth below, the District will design, acquire right-of-way and/or easements, manage and construct the Project's roadways, water lines and sewer lines including the following:

- a. Design, construct and manage the Project per the City ordinances and regulations using one or more of the public procurement methods required by law, as

chosen by the District, which may include the District's use of a construction manager agent;

- b. Furnish the City with preliminary plans and specifications for review, comment and approval;
- c. Furnish the City with final plans and specifications for review, comment and approval;
- d. Resolve any claims and disputes with contractors;
- e. Require customary warranties;
- f. Transfer any and all warranties to the City upon City acceptance of infrastructure improvements and listing the City as dual obligee on maintenance bonds;
- g. Provide the City with as-built drawings and plans; and
- h. Bear all the District's legal, attorney, and court costs associated with negotiations and the City's legal, attorney, and court costs associated with the use of eminent domain to secure any necessary easements under this Agreement.

1.03 City Acceptance Condition Precedent to Payment. The District and the City agree that the District completing and offering for City acceptance the roadways and water and sewer lines, the same being designed, built and completed in accordance with City ordinances and regulations, and the City accepting same, shall be a condition precedent to any future payment under this Agreement from City to District for the construction of such improvements.

1.04 Timely Completion. Each Party will endeavor to timely complete such Party's responsibilities with respect to the acquisition and construction of the applicable roadways and water and sewer lines prior to public occupancy of the buildings on the New School Campuses, including obtaining necessary easements and rights of way for the construction and installation of the roadways and water and sewer lines. The elementary school portion of the New School Campuses is intended by the District to be completed and open for public occupancy no earlier than August, 2026, subject to easement acquisitions, water service being delivered to the Project, and a successful bond election.

1.05 Each Party's Specific Design, Acquisition, and Construction Obligations. The Parties agree that the design, acquisition, and construction work is intended to be completed in two phases, with each party having the specific responsibilities set forth below.

1.05.01. PHASE 1. PHASE 1 consists of the following improvements and the Parties agree to the following with respect to the work to be done in the first phase:

- a. Upsize Water Line. The City agrees to acquire, at its sole cost and expense, all easements or other real property interests required for a public right-of-way or easement for the City to design and construct the upsizing of the existing 8" water line to a 12" inch water line (the "Upsize Water Line") as indicated by light blue solid line on the far western

side of the Proposed Water Plan exhibit attached hereto as **Exhibit 4** (the “Proposed Water Plan”).

b. W-1 Water Line. The District agrees to acquire for dedication to the City, at District’s sole cost and expense subject only to the reimbursement expressly provided herein, all easements or other real property interests required by City for a public right-of-way or easement to be designed and constructed by the District, subject to City approval, to complete the 12” water lines along the south side of SH 243 extending from the existing 12” stub-out located at the eastern property line of the Marlow property to the southwest corner of the future collector road/SH 243 intersection as indicated by red dashed lines and labeled as “PHASE 1 W-1” on the Proposed Water Plan.

c. SS-1 Sewer Line. The District agrees to acquire for dedication to the City, at District’s sole cost and expense subject only to the reimbursement expressly provided herein, all easements or other real property interests required for a public right-of-way or easement for the purpose of design and construction by District of an eighteen inch (18”) sewer line labeled as “PHASE 1 SS-1” and indicated by an orange line with larger stripes on the Proposed Sewer Plan exhibit attached hereto as Exhibit 5 (the “Proposed Sewer Plan”).

d. SS-2 Sewer Line. The District agrees to acquire for dedication to the City, at District’s sole cost and expense subject only to the reimbursement expressly provided herein, all easements or other real property interests required for a public right-of-way or easement for the purpose of design and construction by the District, subject to City approval, of a 12” sewer line as indicated by a yellow thin-striped line labeled as "PHASE 1 SS-2” on the Proposed Sewer Plan exhibit attached hereto as Exhibit 5 (the “Proposed Sewer Plan”).

e. Installation of W-1 Water Line and SS-1 and SS-2 Sewer Lines and Upsizing of SS-1. In addition, once the necessary right-of-way or easements have been acquired as required by this Subsection 1.05.01, the District further agrees to construct and provide: (1) a fully installed and operational twelve inch (12”) water line along the south side of SH 243 where indicated for Phase 1 W-1 water line on the Proposed Water Plan; (2) a fully installed and operational eighteen inch (18”) sewer line where indicated for the SS-1 line labeled on the Proposed Sewer Plan attached hereto; and (3) a fully installed and operational twelve inch (12”) sewer line where indicated for the SS-2 line labeled on the Proposed Sewer Plan attached hereto. The Parties acknowledge that an eighteen inch (18”) sewer line in the location of SS-1 is larger than the District needs to service the New School Campuses, but the City has requested the installation of this oversized eighteen (18”) sewer line in anticipation of future sewer service requirements in the area and will accordingly participate in the cost of such upsizing by paying the difference between the cost of materials for the upsized 18” sewer line and the cost of materials for the required 12” sewer line necessary for District’s development. The City will complete at its sole cost and expense the Upsize Water Line in accordance with Section 1.05.01(a) of this Agreement..

1.05.02. PHASE 2. PHASE 2 consists of the following improvements and the Parties agree to the following with respect to the work to be done in the second phase:

a. Street A/City Road 1. The District agrees to dedicate to the City, at its sole cost and expense, one half of the public right of way necessary for the construction of a collector/minor collector to be located adjacent to and along the northwest side of the Land as depicted on the Proposed Site Plan attached as **Exhibit 2** (hereinafter called "Street A/City Road 1"). The half of Street A/City Road 1, which the District is responsible to dedicate to the City, shall be the half of Street A/City Road 1 which is adjacent to the Land. The City owns adjacent property that is being utilized for park purposes and will reserve for public use the other half of the public right of way necessary for the completed construction of Street A/City Road 1 which will allow access to City's parkland as well as the New Campuses. The District will prepare right of way dedication documents for the entire Street A/City Road 1 at its sole cost.

b. Street B/City Road 2. The District also agrees to dedicate to the City, at District's sole cost and expense, 100% of the public right of way necessary for the construction of a public road adjacent to and along the northeast side of the Land as depicted on the Proposed Site Plan (hereinafter called "Street B/City Road 2").

c. W-2 Water Line. The District agrees to acquire for dedication to the City, at District's sole cost and expense subject only to the reimbursement expressly provided herein, all easements or other real property interests required by City for a public right-of-way or easement to be designed and constructed by the District, subject to City approval, to complete the 12" water lines along the northwest and northeast boundaries of the Land and extending to the existing 10" water line along FM 2727 as indicated by dark blue solid lines and labeled as "W-2" on the Proposed Water Plan.

d. SS-3 Sewer Line. The District agrees to acquire for dedication to the City, at District's sole cost and expense subject only to the reimbursement expressly provided herein, all easements or other real property interests required for a public right-of-way or easement for the purpose of design and construction by the District, subject to City approval, of the 8" sewer line along the northwest boundary of the Land as indicated by a green solid line labeled as "SS-1" on the Proposed Sewer Plan.

e. Installation of Roads and Water and Sewer Lines. Upon acquisition of the right-of-way or easements by District pursuant to the requirements of this Subsection 1.05.02, the District agrees to complete the construction of Street A/City Road 1 and Street B/City Road 2 and to provide a fully installed and operational twelve inch (12") water line, as and where indicated for the W-2 water line described on the Proposed Water Plan, and a fully installed and operational eight inch (8") sewer line, as and where indicated for the SS-3 sewer line described on the Proposed Sewer Plan, at District's cost and expense in accordance with the terms of this Agreement.

f. Installation of Traffic Signals. The District agrees to construct and provide a fully installed and operational traffic signal at the intersection of State Highway 243 and

the Street A/City Road 1 (the “Street A/City Road 1 Traffic Signal”). Such traffic signal will be submitted to TXDOT for TXDOT’s review, inspection and approval. The Parties also agree to use their best efforts to cause a traffic signal to be installed at the intersection of State Highway 243 and the FM 2727 (the “FM 2727 Traffic Signal”) by the Texas Department of Transportation (“TXDOT”) at TXDOT’s sole cost and expense. The Street A/City Road 1 Traffic Signal and the FM 2727 Traffic Signal may be collectively referred to as “Traffic Signals.”

g. Installation of Turn Lane Improvements. The District agrees to construct both the north bound and the south bound turn lane improvements on State Highway 243 where it intersects Street A/City Road 1 and the turn lane improvements on Street B/City Road 2 (FM 2727) (collectively, the “Turn Lane Improvements”), all as depicted on Exhibit 6, (“Turn Lane Improvements on Northbound and Southbound SH 243”) and Exhibit 7, (“Turn Lane Improvements of FM 2727”), each of which are attached hereto and incorporated herein. The Turn Lane Improvements will be submitted to TXDOT for TXDOT’s review, inspection and approval.

h. Successful Bond Election. The District’s obligations to perform any work on the Phase 2 portions of the Project is contingent upon a successful bond election which authorizes the use of bond proceeds for such purpose. In the event that District does not have bond proceeds or other funding to fulfill all of the obligations set forth hereinabove or otherwise in this Agreement for Phase 2, the City shall be automatically released from all financial and administrative obligations set forth in this Agreement for Phase 2; provided however, the City, in its sole discretion, may undertake any of its obligations for Phase 2 under this Agreement.

1.05.03. Requirements Applicable to Both Phase 1 and Phase 2. The Parties agree to the following with respect to the work to be done in both the Phase 1 and the Phase 2 portions of the Project:

a. Approval of Purchase Price of Easement Acquisitions; Use of Eminent Domain by the City. The District shall make commercially reasonable efforts to acquire the easements which the District is responsible to acquire and dedicate to the City as provided above. However, the District shall not agree with the landowner on the purchase price of any such easement until the City has approved such purchase price in writing. In the event that the District fails to come to an agreement with any landowner at a purchase price acceptable to both the District and the City with respect to any of such easements or other real property interest the District is responsible to acquire and dedicate to the City within the timing reasonably required by the District in order to complete the Project on a commercially reasonable time frame, then the District will notify the City of such failure in writing, and following such notice provided to the City in writing, the City will undertake efforts to acquire such easement or other real property interests by any available method, including without limitation, consideration of and use by the City of its eminent domain powers. The City will then be responsible to take all actions reasonably necessary to acquire such easement within 180 days following delivery of such written notice from the

District to the City. The acquisition costs for all water line and sewer line easements (acquisition costs for purposes of this Agreement are limited to negotiated settlement amounts for easements and condemnation awards payable to the applicable landowner but excluding any acquisition costs for land required to upsize the Upsize Water Line) shall be paid proportionately by the parties as follows: 1/3rd by the District and 1/3rd by the City, with the remaining 1/3rd being collected by the City from the Neighboring Landowner (defined below). The City will cause the City's and Neighboring Landowner's share to be reimbursed to the District. In the event that the Neighboring Landowner does not connect to public services, the City will not be responsible to collect the Neighboring Landowner's share, and the District will not be reimbursed the Neighboring Landowner's share by the City.

b. Design of Roads and Water and Sewer Lines. The design of such public right-of-way/easements, roadway, and water and sewer lines (including the associated turn lanes and traffic signal improvements) must be approved by the City in advance of the beginning of any construction. The District will be responsible for all design and work on the Project. Unless otherwise specified herein, all plans and specifications for the Project will be in accordance with the City's design standards set forth in the City's Code of Ordinances and the North Central Texas Council of Governments' (NCTCOG) Standard Specifications for Public Works Construction, as presently adopted, and applicable TxDOT standards.

c. Approved Contractor and Coordination with the City. To the extent not in conflict with the District's obligation to follow public procurement requirements provided by applicable law, the District agrees to employ general construction contractors or construction managers who meet City, TXDOT and statutory requirements for being insured, licensed and bonded to perform work in public rights-of-way, in public easements, and upon publicly owned land, and to be qualified in all respects to bid on public streets and public projects of a similar nature. The District agrees to submit contract documents to the City for review and comment and to participate in a pre-construction meeting with the City and all District contractors. The District, the District's construction manager and contractors (prime, general and major subcontractors) and the City, as well as any other third party deemed necessary by the City, shall be entitled to participate in a pre-construction meeting prior to the initiation of any work. At or prior to the pre-construction meeting, the District shall provide the City with the following documents: 1) Two (2) copies of all executed construction contracts; 2) list of all construction managers/contractors/subcontractors and their project assignments; 3) Five (5) sets (and additional sets as necessary for any contractors) of approved construction plans and specifications; 4) 3% inspection fee of Authorized Improvements payable to City pursuant to City Ordinances. The list of construction managers/contractors/ subcontractors shall be updated within seven (7) days of any changes. The District agrees to give the City at least twenty-four (24) hours prior written notice of its intent to commence construction of each of the public improvements and facilities covered by this Agreement, so that the City, if it so desires, may have its representatives available to inspect the beginning and continuing

progress of all work. The District agrees to notify all construction managers, contractors, and subcontractors working on the Project that all of their work is subject to inspection by a City Inspector at any time, and that such inspection may require a certification by the construction managers, contractors, and subcontractors of the type, kind, and quality of materials used on the Project. The District agrees to cause all work and construction of improvements and facilities to be stopped upon at least twenty-four (24) hour notification from the City Engineer of nonconforming improvements, including the materials used and the methods of installation. The District further agrees to correct or cause its construction managers, contractors, and subcontractors to correct all nonconformities in accordance with the City Engineer's instructions. Should any work or construction of improvements or facilities on the Project, which has not been contemplated in the applicable project construction documents (plans and specifications) or this Agreement, become necessary due to site conditions, then the District shall be required to contact in writing (with a copy to the City) the City Engineer to determine how such work or construction should progress. The District further agrees to follow all reasonable recommendations and requirements imposed by the City Engineer in such instance. Addresses for points of contact are as follows:

For City:
Teague Nall & Perkins
ATTN: Philip Varughese
5237 N. Riverside Drive, Suite 100
Fort Worth, TX 76137

And

City of Kaufman
ATTN: Tim Hopwood (Public Works Director)
209 S. Washington St.
Kaufman, TX 75142

For District:
Kaufman Independent School District
1000 South Houston Street
Kaufman, TX 75142
Attn: Superintendent Blaylock

And

Teague Nall & Perkins
825 Watters Creek Boulevard, Suite M300
Allen, Texas 75013
Attn: Chris Schmitt

d. Acceptance of Roads. The City is agreeable to accepting Street A/City Road 1 and Street B/City Road 2 and water lines and sewer lines designed pursuant to the plans described in the Proposed Site Plan and dedicated consistent with city ordinances and regulations. The Parties acknowledge that the Traffic Signals and Turn Lane Improvements must be inspected and approved by TXDOT. It is further agreed and understood by the Parties hereto that upon acceptance by the City of all public improvements and facilities described in this Agreement, title to all such improvements and facilities shall be vested in the City, and the District hereby relinquishes any right, title, or interest in and to such improvements and facilities or any part thereof. It is further understood and agreed that until the City accepts such improvements and facilities, the City shall have no liability or responsibility with respect thereto. Acceptance of the improvements and facilities shall occur at such time as the City, through its City Engineer, provides the District with a written acknowledgment that all improvements and facilities are complete, have been inspected and approved and are accepted by the City.

e. Payment. The City agrees to provide future payments to the District as reimbursement of a portion of the funds expended by the District, only as set out in this Agreement. Each Party paying for the performance of governmental functions or services agrees to make those payments from current revenues available to the paying Party. The Parties agree that this Agreement and the amounts contemplated herein are in an amount that fairly compensates the performing party for the services or functions performed under the contract. The Parties acknowledge that the cost figures in the Exhibits attached hereto are merely estimates and that payments due hereunder shall be made based upon actual costs incurred, less any offsets for liquidated damages or other contractual claims. Each Party shall be responsible for its respective share of any cost overruns and/or increases in actual costs over the estimated costs and expenses (as set forth in Exhibit 3, the “Overall Plan and Cost Estimates”) on the portions of the Project to be performed and paid for by the other Parties. The Parties acknowledge that the intent is for each Party hereto to be reimbursed only for actual amounts expended for costs incurred in the performance of such Party’s obligations under this Agreement.

II. CITY’S RESPONSIBILITIES

2.01 Acquisition of Right of Way and Acceptance of Dedication. The City agrees to acquire the public right-of-way/easements/other real property interests for the construction of the Upsize Water Line as set forth above. The City also agrees to accept a proper dedication of the roadway, water and sewer lines, the acquisition of which is designated the responsibility of the District as described above, where the roads and lines and associated right-of-way/easements are designed, constructed and dedicated in compliance with all City ordinances, regulations and applicable law and City’s acceptance occurs in accordance with the terms of this Agreement.

2.02 Reimbursement. In consideration of the agreements and cross promises contained in this Agreement, conditioned upon District’s fulfillment of all of its obligations under this Agreement,

and conditioned upon City's final acceptance of the roadway, water and sewer lines for the Project in accordance with the terms of this Agreement, the City agrees to reimburse the District for the following costs which are currently estimates as identified in Exhibit 3, however, the Parties intend that final reimbursement be made upon actual costs as further described in this Agreement:

(i) Fifty percent (50%) of the District's actual engineering fees and construction costs expended by the District in designing and construction Street A/City Road 1;

(ii) Thirty-three percent (33%) of the negotiated settlement amounts or compensation awards in acquiring any of the easements or other real property interests, the acquisition of which is the obligation of the District pursuant to the provisions above, including compensation awards associated with eminent domain proceedings (provided, however, that the right of way dedications the District is to provide to the City with respect Street B/City Road 2 and the District's half of Street A/City Road 1 shall be at the District's sole cost and expense and the acquisition of the other half of Street A/City Road 1 shall be at the City's sole cost and expense);(iii) One hundred percent (100%) of the difference between the cost of materials for the upsized 18" sewer line and the cost of materials for the required 12" sewer line necessary for District's development (the "City's Sewer Upsize Cost"). For clarification purposes, the Parties understand and agree that City shall pay the difference between the actual materials costs incurred by the District for the eighteen inch (18") sewer line and the actual materials cost for the twelve inch (12") sewer line that is required to service the New School Campuses; and

(iii) One-third (1/3rd) of the District's actual engineering fees and construction costs expended by the District in designing and installing the Street A/City Road 1 Traffic Signal at the intersection of State Highway 243 and Street A/City Road 1.

The reimbursement payments due from City hereunder for District's costs in acquiring each easement, right-of-way, or other real property interest in accordance with this Agreement shall be made within thirty (30) days following the District's acquisition and recordation of the easement, right of way or other real property interest. City's reimbursement payment to District hereunder for District's costs of construction of each roadway (including Traffic Signals and Turn Lane Improvements), water line, or sewer line shall be due to District within thirty (30) days of the date of City's written acceptance of such public infrastructure in accordance with this Agreement. City's obligation to reimburse District shall be conditioned upon District submitting all of the District's invoices documenting the costs for such completion (as applicable) to City for review and approval. Such invoices shall detail the amounts expended by District and any offsets against such amounts, including without limitation reductions in payment resulting from the dedication of liquidated damages, and shall specifically list City's share of such costs, the District's share of such costs, and the Neighboring Landowner's Share (as defined below). Other than the collection from the Neighboring Landowner (defined below) of the Neighboring Landowner's Share (defined below) of the Project's expenses and the payment of such collected amounts to the District as set forth below, the reimbursement payments described herein shall be the City's sole financial participation in the costs incurred by District in connection with its obligations under this Agreement. The Parties understand and expressly agree that Neighboring Landowner is not a party

to this Agreement, and that City shall not be liable to District for any amount due from Neighboring Landowner pursuant to this Agreement if the Neighboring Landowner never actually seeks to have its property connected to the Project's roadways, or to be connected to or serviced by the water and sewer lines constructed for the Project, and if as a result thereof, such payment amount is never actually collected by City from Neighboring Landowner.

2.03 Collection and Payment of Neighboring Landowner's Share of Costs. Williamsburg Construction Services, Inc (the "Neighboring Landowner") owns various tracts of land described or depicted on Exhibit 8 attached hereto (the "Neighboring Landowner Tracts"), which are adjacent to, abutting, within the drainage area, or in the vicinity of the roadways and water and sewer lines to be installed by the District pursuant to this Agreement, and such Neighboring Landowner will obtain a benefit as a result of the completion of the Project by District and City pursuant to this Agreement, but because Neighboring Landowner is not a party hereto, the benefit received would unjustly enrich Neighboring Landowner unless Neighboring Landowner pays its proportionate share of the costs of the Project.

Accordingly, the City agrees to negotiate with Neighboring Landowner for the purpose of entering into a development agreement or amending any existing development agreement with such Neighboring Landowner for, among other purposes, the purpose of obtaining the Neighboring Landowner's covenant to pay the Neighboring Landowner Share (as defined below) of the costs expended by the District in completing the Project ("Neighboring Landowner Development Agreement"). Pursuant to applicable City ordinances and regulations, such Neighboring Landowner Development Agreement shall provide that the City will not permit the Neighboring Landowner Tracts to be connected to the Project's roadways, or to be connected to or serviced by the water and sewer lines constructed for the Project unless and until the Neighboring Landowner pays the City the full amount of the proportionate share due from Neighboring Landowner, such term being more fully defined below and described as "Neighboring Landowner Share". The District's obligations under this Agreement shall be conditioned upon the Neighboring Landowner Development Agreement being executed by the City and the Neighboring Landowner in a form and content acceptable to the District. The City agrees to remit to District any portion of the Neighboring Landowner Share each time that City collects such amount from Neighboring Landowner. City agrees to remit payment of the collected Neighboring Landowner Share to District within thirty (30) days of collection of such payment by Neighboring Landowner. The Parties understand and agree that the intent is for the City to collect the full amount of the Neighboring Landowner Share in accordance with this Agreement and remit such amounts to District, but in the event the Neighboring Landowner never actually seeks to have its property connected to the Project's roadways, or to be connected to or serviced by the water and sewer lines constructed for the Project, and as a result, never pays the full amount of the Neighboring Landowner Share, City shall not be liable to District for any unpaid portions of costs incurred by District that are identified in this Agreement as due and payable by Neighboring Landowner. The City agrees to record the Neighboring Landowner Development Agreement in the official real estate records of the clerk of Kaufman County, Texas and to provide within such agreement that the obligations described therein shall run with the land of the Neighboring Landowner Tracts. The "Neighboring Landowner Share" shall be allocated for the following costs which are currently

estimates as identified in Exhibit 3, however, the Parties intend that final reimbursement be made upon actual costs as further described in this Agreement:

- a. one half (1/2) of the District's actual engineering fees and construction costs expended by the District in completing the SS-1 18" sewer line described on the Proposed Sewer Plan after deducting from such fees and costs the City's Sewer Upsize Cost (which upsize costs are to be reimbursed directly to the District by the City);
- b. one half (1/2) of the District's actual engineering fees and construction costs expended by the District in completing the 12" sewer line labeled as SS-2 and depicted on the Proposed Sewer Plan;
- c. one half (1/2) of the District's actual engineering fees and construction costs expended by the District in completing the W-1 12" water line described on the Proposed Water Plan;
- d. one third (1/3rd) of the District's actual engineering fees and construction costs expended by the District in designing, installing, and obtaining TXDOT's approval of the Street A/City Road 1 Traffic Signal at the intersection of State Highway 243 and Street A/City Road 1;
- e. one half (1/2) of the District's actual engineering fees and construction costs expended by the District in designing, installing, and obtaining TXDOT's approval of both the north bound and the south bound Turn Lane Improvements on State Highway 243 where it intersects with Street A/City Road 1; and
- f. one third (1/3) of the negotiated settlement amounts or compensation awards expended to acquire all the water line and sewer easements described above other than the costs to acquire any land for the upsizing of the Upsize Water Line.

As provided above, the Neighboring Landowner Development Agreement will require that all portions of the Neighboring Landowner Share must be collected by the City prior to the Neighboring Landowner Tracts being permitted by the City to connect into the Project's roadways, or to connect to or be serviced by the water and sewer lines constructed for the Project. However, the City shall negotiate with the Neighboring Landowner to include provisions in the Neighboring Landowner Development Agreement providing that the Neighboring Landowner will pay to the City by January 31, 2023 a portion of the Neighboring Landowner's Share under paragraphs a, b, and c of this Section 2.03 by paying to the City one-half (1/2) of the District's actual engineering fees expended as of December 31, 2022 on the design of the SS-1 and SS-2 sewer lines and the W-1 water line. Further, the City shall negotiate with the Neighboring Landowner so that the Neighboring Landowner Development Agreement also provides that the remaining portions of the Neighboring Landowner Share under subparagraphs a, b, and c of this Section 2.03 will paid to the City by the Neighboring Landowner as those engineering and construction costs are incurred by the District every quarter-annual period, with the Neighboring Landowner's payment being due by the end of the next month after the last day of the applicable quarter. For example, by 4/30/23, the Neighboring Landowner will be required to pay to the City one-half (1/2) of all construction

and engineering costs expended by the District on the SS-1 and SS-2 sewer lines and the W-1 water line from 1/1/23 through 3/31/23, and by 7/31/23, the Neighboring Landowner will be required to pay to the City one-half of all such costs expended by the District from 4/1/23 through 6/30/23. Within ten (10) days after the last day of each such quarter-annual period, the District will provide to the City the documentation required by Subsection 3.05 below with respect to the District's expenses eligible for reimbursement during such quarter-annual period.

The City shall negotiate with the Neighboring Landowner to include provisions in the Neighboring Landowner Development Agreement providing that the portions of the Neighboring Landowner Share described in subparagraphs d, e, and f of this Section 2.03 may be collected from the Neighboring Landowner at any time so long as the entire Neighboring Landowner Share is paid to the City prior to the Neighboring Landowner Tracts being permitted by the City to connect to the Project's roadways, or to be connected to or serviced by the water and sewer lines constructed for the Project in accordance with applicable City ordinances and regulations.

In addition to the Neighboring Landowner, there are other landowners in the vicinity of the Project who will obtain a benefit as a result of the completion of the Project by District and City pursuant to this Agreement. This Agreement shall constitute a written request under Section 12.08.062 of the City's General Ordinances for the purpose of establishing a pro-rata fee for reimbursement from abutting landowners for the water and sewer lines involved in the Project. In addition to the fees to be collected by the City from the Neighboring Landowner as set forth above, the City will also collect pro-rata fees from other landowners and will reimburse to the District and the Neighboring Landowner their respective proportionate shares of any pro-rata fees collected from other landowners in accordance with Chapter 12, Division 3 of the City's General Ordinances.

III. DISTRICT'S RESPONSIBILITIES

3.01 Acquisition of Property for Public Right-of-Way and Easements. Except for the right of way, easements, or other real property interests to be acquired by the City for the Upsize Water Line or any other right of way, easement or other real property interests which the District fails to acquire by negotiation and for which the City is required to acquire through use of its eminent domain powers as expressly described in this Agreement, the District is responsible for securing all easements and right of way or other real property interests required for construction of the Project at District's sole cost and expense (subject to reimbursement due to District as provided in this Agreement). Each easement/right-of-way and property related document shall name the City of Kaufman as grantee or authorized party and originals shall be delivered to the City of Kaufman for filing in the property records prior to acceptance of the roadway, water line or sewer line or previously filed of record by District.

3.02 Professional Services. The District covenants and agrees to engage competent, experienced design professionals, including a registered public surveyor and a civil engineer licensed to practice in the State of Texas, to provide design, administration, management, oversight and inspection services pertaining to the roadway, water and sewer line to be constructed for the Project. Such services shall include not only design services, but also procurement phase and

construction phase services. The design professionals engaged in furtherance of this Agreement shall be required to comply with all laws, rules, or regulations of applicable governmental authorities in order to meet or exceed the quality standards set by such applicable governmental authorities. The design plan for the roadway, water line, and sewer lines to service the New School Campuses shall be a design that is mutually acceptable and agreed upon in advance by the District and the City that can adequately accommodate District requirements to service the New School Campuses and that complies with applicable City ordinances and TxDOT requirements.

3.03 Construction. Once a contract is awarded for the improvements, the District's construction manager and/or contractors will begin the construction of the improvements in accordance with the approved plans and specifications on the Project and continue such construction efforts thereafter in a diligent manner until the Project is completed and accepted by the City in accordance with the terms of this Agreement.

3.04 Progress of Work/Inspection. Upon request, the District shall provide an update of the status of the construction of the Project improvements to the City. The Project will be inspected by the City in accordance with City's standard inspection processes for public infrastructure, including without limitation, the requirement for District to pay all applicable fees

3.05 Documentation of Cost Items. As the reimbursements are based upon actual construction and design costs (where applicable) which may include direct engineering, and surveying costs expended by the District, the District shall provide City with copies of all invoices and payments made by the District, along with any other records requested by the City that the City has determined necessary to determine actual costs. District shall not include in construction costs any costs for estimation, interest, financial services, legal services or expenses, overhead, easement, right-of-way or other property interest acquisition costs, construction administration or general administration or other such indirect costs related to the Project (the "Allowable Construction and Design Costs"). Allowable Construction and Design Costs shall be solely related to the roadway (including Traffic Signals and Turn Lane Improvements), water and sewer lines therefor and may not involve work on other matters. At the end of the Project and as a condition precedent to City's final acceptance of the Project, District shall provide a full and final accounting of all claimed expenditures for construction costs and supporting documentation, including but not limited to all invoices, agreements, and payment records, and an affidavit of all bills paid executed by the District's construction manager or general contractor. No reimbursement is required or subject to calendaring until District has submitted a statement of the amount sought for reimbursement and an accounting, with supporting documents, in support of its claimed construction costs. Upon receipt of such documentation, City shall have thirty (30) days to review the documents provided and identify additional documents City deems necessary to determine that the payment requested by District consists of Allowable Construction and Design Costs, that such amounts requested are the actual amounts paid, less any offsets or credits, including liquidated damages, and that such amounts are properly allocated between the Parties pursuant to the terms of this Agreement. Upon good cause shown, time for City to review the documents provided under this section can be extended for an additional thirty (30) days. Upon approval of such documentation, City shall have ten (10) business days to remit payment to District, and if there are disputed amounts, City shall

pay District all Allowable Construction and Design Costs only and the disputed amounts may be withheld by City. Upon the Parties' resolution of disputed amounts, such amounts shall be paid to District within ten (10) days of the date that the Parties reach agreement regarding the total amount of Allowable Construction and Design Costs.

3.06 Conveyances. The necessary utility easements, rights of way, and other real property interests required for the Project improvements to be installed by the District pursuant to the above shall be granted to the City on forms acceptable to the City. The reimbursements the City is required to make to the District for the District's acquisition of such easements, rights of way, and other real property interests shall be made within thirty (30) days following the District's acquisition and recordation of the easement, right of way or other real property interest.

3.07 District Contractors. District's construction managers and contractors shall not be acting as an agent, employee, partner, joint venturer or associate of the City, but rather shall be acting as an independent contractor of the District. The employees or agents of the District's construction managers or contractors shall not be deemed or construed to be the employees, representatives or agents of the City for any purposes whatsoever.

3.08 District Supervision. District shall be solely obligated to supervise and ensure that its construction managers and general contractors perform in accordance with its requirements and the approved construction plans and specifications for the Project. The District shall also be obligated to ensure, to its own satisfaction, its construction managers and general contractors maintain adequate levels of general liability insurance and workers compensation coverage. District Contractors shall comply with all applicable regulations for contractors working in or upon City easements, right of way, or other publicly owned property.

3.09 Compliance with Law. District and its construction managers and contractors shall materially comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies in any manner affecting the work, the performance of this Agreement, or the Project.

3.10 Responsibility for Design and Construction of Improvements. Approval by the City Engineer of any plans, designs or specifications submitted by the District pursuant to this Agreement shall not constitute or be deemed to be a release of the responsibility and liability of the District, its engineers, contractors, or agents with respect to the District's construction of any of the Project's improvements or facilities, or for the accuracy and competency of the Project's improvements and facilities design and specifications as prepared by the District's engineer, it being the intent of the parties that the approval by the City Engineer signifies the City's approval on only the general design concept of the improvements and facilities to be constructed. **To the extent allowed by law, the District shall release, indemnify, defend and hold harmless the City, its officers, agents, servants and employees, from any demands, actions, causes of action, obligations, loss, damage, liability or expense, including attorneys' fees and expenses, on account of or with respect to damage to property and injuries, including death, to any and all persons which may arise out of or result from any defect, deficiency or negligence in the District's construction of the Project's public improvements and facilities or with respect**

to the District's engineer's designs and specifications incorporated into any improvements and facilities constructed in accordance therewith, and the District shall defend at his own expense any suits or other proceedings brought against the City, its officers, agents, servants or employees, or any of them, on account thereof, and pay all expenses and satisfy all judgments which may be incurred or rendered against them or any of them in connection herewith.

IV. COSTS

4.01 Responsibility for Costs. Except for those items set forth above which are to be reimbursed to the District as designated above, the District shall be solely responsible for all costs associated with the acquisition, design, construction and installation of Project and all costs associated with connection to the existing City water and sewer lines and roadways as well as all other costs of the New School Campuses not expressly identified in this Agreement. After City acceptance, the City shall be solely responsible for all costs associated with the maintenance, repair and operation of the roadway, water and sewer lines and the District shall have no obligation for such maintenance and operation. The Parties agree that the payments made by each hereunder fairly compensate each for the services rendered and the benefits received.

V. TERM AND TERMINATION

5.01 Term. Subject to and upon the terms and conditions set forth herein, this Agreement shall commence upon the approval of the Parties and the date of the latest signature hereto and shall continue in force and effect from the Effective Date until the later of August 20, 2024 or until all work described herein has been completed and final payment is made by the City to the District for City's share of the costs incurred by District and all payments collected from Neighboring Landowner due under this Agreement have been remitted to District.

5.02 Force Majeure. If force majeure prevents either Party hereto from performing any of its obligations under this Agreement, in whole or in part, then the obligations of such party, to the extent affected by such force majeure, shall be suspended during the continuance of any inability so long as such party is exercising due diligence to resume performance at the earliest practicable time. As soon as reasonably possible after occurrence of the force majeure relied upon, the Party whose contractual obligations are affected thereby shall give notice and full particulars of such force majeure to the other party. The term "Force Majeure," as used herein, shall include, without limitation of the generality thereof, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, partial or entire failure of water supply, and any other incapacities of either Party, whether similar to those enumerated or otherwise, which are not within

the control of the party claiming such inability, and which such party could not have avoided by the exercise of due diligence and care.

VI. CONDITIONS AND REPRESENTATIONS

6.01 District's Representations. District acknowledges, represents and agrees that:

a. District is a political subdivision of the State of Texas and has the requisite power and authority to take all necessary action to execute and deliver this Agreement and to perform all obligations hereunder;

b. Execution of this Agreement and the consummation of the transactions contemplated hereunder will not constitute an event of default under any contract, covenant or agreement binding upon it, and will not violate the provisions of the United States Constitution, the Texas Constitution, or any federal, state or local law, ordinance or regulation;

c. The City is executing this Agreement in reliance on each of the warranties and representations set forth above and each such representation and warranty of the District will survive the execution and delivery of this Agreement and the consummation of each of the transactions contemplated by this Agreement;

d. The execution, delivery and performance of this Agreement have been duly authorized by all necessary action on the part of the District and the person executing this Agreement on behalf of the District has been fully authorized and empowered to bind the District to the terms and provisions of this Agreement; and

e. This Agreement does not contravene any law or any governmental rule, regulation or order applicable to the District.

6.02 City's Representations. The City represents and warrants to District that:

a. The City is a home rule municipality of the State of Texas, and has the requisite power and authority to take all necessary action to execute and deliver this Agreement and to perform all obligations hereunder;

b. Execution of this Agreement and the consummation of the transactions contemplated hereunder will not constitute an event of default under any contract, covenant or agreement binding upon it, and will not violate the provisions of the United States Constitution, the Texas Constitution, or any federal, state or local law, ordinance or regulation;

c. The District is executing this Agreement in reliance on each of the warranties and representations set forth above and each such representation and warranty of the City will survive the execution and delivery of this Agreement and the consummation of each of the transactions contemplated by this Agreement; and

c. The execution, delivery and performance of this Agreement have been duly authorized by all necessary action on the part of the City and the person executing this Agreement on behalf

of the City has been fully authorized and empowered to bind the City to the terms and provisions of this Agreement;

e. This Agreement does not contravene any law or any governmental rule, regulation or order applicable to the City.

VII. REMEDIES

7.01 Remedies for District's Failure. If District fails or refuses to timely comply with any of its obligations hereunder, or if District's representations or covenants contained herein are not true or have been breached, the City will have the right to enforce this Agreement by any remedy in equity or law to which it may be entitled, including termination, or to waive the applicable objection or condition. No duty for any City reimbursement for constructed improvements applies until there is a roadway, water line or sewer line designed, constructed, dedicated consistent with City ordinances and regulations and accepted by City in accordance with the terms of this Agreement. The City as one of its remedies for a default by District may refuse to make any payment under this Agreement.

7.02 Remedies for City's Failure. If the City fails or refuses to timely comply with its obligations hereunder, or if the City's representations or covenants contained herein are not true or have been breached, District will have the right to enforce this Agreement by any remedy in equity or law to which it may be entitled, including termination, or waive the applicable objection or condition.

7.03 Notice of Default. If either Party (referred to herein as the "Defaulting Party") fails to comply with its obligations under this Agreement or is otherwise in breach or default under this Agreement (collectively, a "Default") then the other Party (referred to herein as the "Non-Defaulting Party") may not invoke any rights or remedies with respect to the Default until and unless: (i) the Non-Defaulting Party delivers to the Defaulting Party a written notice (the "Default Notice") which specifies all of the particulars of the Default and specifies the actions necessary to cure the Default; and (ii) the Defaulting Party fails to commence to cure any matters specified in the Default Notice within thirty (30) days after the Defaulting Party's receipt of the Default Notice or fails to thereafter pursue curative action with reasonable diligence to completion within ninety (90) days or such time frame as agreed upon in writing by the Parties.

VIII. NOTICES

8.01 Addresses for Notices. All notices hereunder from District to the City will be sufficient if sent by certified mail, with confirmation of delivery, or hand delivery, addressed to the City to the attention of:

City of Kaufman
ATTN: City Manager
209 S. Washington St.
Kaufman, TX 75142

With a Copy To:

Patricia Adams
Messer Fort McDonald
6371 Preston Road Suite 200
Frisco Texas 75034

All notices hereunder from the City to District will be sufficiently given if sent by certified mail, with confirmation of delivery, or hand delivery, addressed to the District to the attention of:

Kaufman Independent School District
1000 South Houston Street
Kaufman, TX 75142
Attn: Superintendent Blaylock

With a Copy To:

Abernathy, Roeder, Boyd & Hullett, P.C.
1700 Redbud Drive, Suite 300
McKinney, TX 75069
Attn: Jared J. Pace

AND

Teague Nall & Perkins
825 Watters Creek Boulevard, Suite M300
Allen, Texas 75013
Attn: Chris Schmitt

IX. MISCELLANEOUS

9.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791, Texas Government Code.

9.02 Appropriation of Funds. Each Party covenants that as of the date of execution of this Agreement, it reasonably believes that it has appropriated or will appropriate sufficient funds available to make all payments and costs for which it is responsible under this Agreement.

9.03 Counterparts. This Agreement may be simultaneously executed in any number of counterparts, each of which will serve as an original and, will constitute one and the same instrument.

9.04 Costs and Expenses. Except as otherwise expressly provided herein, each Party will be responsible for all costs and expenses incurred by such Party in connection with the transaction contemplated by this Agreement.

9.05 Governing Law. This Agreement will be governed by the Constitution and laws of the State of Texas, except as to matters exclusively controlled by the Constitution and Statutes of the United States of America.

9.06 Successors and Assigns. The assignment of this Agreement by either Party is prohibited without the prior written consent of the other Party, which consent will not be unreasonably withheld. All of the respective covenants, undertakings, and obligations of each of the Parties will bind that Party and will apply to and bind any successors or assigns of that Party.

9.07 Headings. The captions and headings appearing in this Agreement are inserted merely to facilitate reference and will have no bearing upon its interpretation.

9.08 Partial Invalidity. If any of the terms, covenants or conditions of this Agreement, or the application of any term, covenant, or condition, is held invalid as to any person or circumstance by any court with jurisdiction, the remainder of this Agreement, and the application of its terms, covenants, or conditions to other persons or circumstances, will not be affected.

9.09 Waiver. Any waiver by any Party of its rights with respect to a default or requirement under this Agreement will not be deemed a waiver of any subsequent default or other matter.

9.10 Amendments. This Agreement may be amended or modified only by written agreement duly authorized by the governing body of the City and District and executed by the duly authorized representatives of all Parties.

9.11 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement. Without limitation, each Party agrees to execute and deliver all such other and further instruments and undertake such actions as are or may become necessary to effectuate the purposes and intent of this Agreement.

9.12 Venue. All obligations of the Parties are performable in Kaufman County, Texas and exclusive venue for any action arising hereunder will be in Kaufman County.

9.13 Third Party Beneficiaries. Except as otherwise expressly provided herein, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties, any rights, benefits, or remedies under or by reason of this Agreement.

9.14 Representations. Unless otherwise expressly provided, the representations, covenants, and other agreements will be deemed to be material and continuing, will not be merged, and will survive the design, construction, and acceptance of the improvements.

9.15 Timeliness. Time is expressly declared to be of the essence in regard to this Agreement.

9.16 Interpretation. Regardless of the actual drafter, the Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably and neither more

strongly for or against any party. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document

9.17 Agreement Read. The Parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.

9.18 No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to the Parties hereto, their past or present officers, officials, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Neither party waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States to any claim by a third party.

9.20 Introductory Clauses. The introductory clauses, representations, covenants and recitals contained in this Agreement are true and correct as of the Effective Date, are hereby incorporated into this Agreement and form the basis upon which the Parties negotiated and entered into this Agreement.

9.21 Entire Agreement. This Agreement, including the attached exhibits, contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties with respect to such matter.

9.22 Independent Contractors. Nothing contained herein shall be construed as creating a relationship between the Parties of joint venture, partnership, business enterprise, employee/employer, agent or representative. The Parties are governmental entities exercising their rights pursuant to Chapter 791 to enter into this Agreement, and neither the District's nor the City's officials, officers, employees, contractors, representatives or agents shall be deemed or construed as acting by, on behalf of, or through authorization of the other.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned District and the City hereto execute this Agreement to be effective on the latest date reflected by the signatures below.

**KAUFMAN INDEPENDENT SCHOOL
DISTRICT:**

CITY OF KAUFMAN, TEXAS:

Dr. Lori Blaylock, Superintendent
Date: _____

_____, Mayor
Date: _____

ATTEST:

ATTEST:

_____, Secretary of the Board
of Trustees

_____, City Secretary

EXHIBIT 1
Description of the Land

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND, PART OF THE WM. PETERS SURVEY, ABSTRACT NO. 407, KAUFMAN COUNTY, TEXAS, ALL OF THAT CERTAIN CALLED 30.4095 ACRE TRACT CONVEYED TO HOWELL & ASSOCIATES. INC. BY WILLIAM SCOTT HUNSAKER ON DECEMBER 23, 1999, RECORDED IN VOL. 1419 PAGE 27 OF THE DEED RECORDS OF KAUFMAN COUNTY, TEXAS AND PART OF THAT CERTAIN CALLED 91.2285 ACRES, SAVE AND EXCEPT 1.000 ACRE AND 30.4095 ACRES, CONVEYED TO HOWELL & ASSOCIATES, INC. BY WANDA LYNN HOWELL AND RONALD DEAN HUNSAKER ON OCTOBER 19, 2009, RECORDED IN VOL. 3674 PAGE 626 OF THE DEED RECORDS OF KAUFMAN COUNTY, TEXAS, BEING MORE COMPLETELY DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT A 3/8" IRON ROD FOUND AT THE EAST CORNER OF THE ABOVE MENTIONED 30.4095 ACRE TRACT, AT THE SOUTH CORNER OF THE NETA DEAN MASSEY 57.9215 ACRE THIRD TRACT, RECORDED IN VOL. 590 PAGE 10 OF THE DEED RECORDS OF KAUFMAN COUNTY, TEXAS AND BEING IN THE NORTHWEST RIGHT OF WAY LINE OF FARM TO MARKET ROAD NO. 2727.

THENCE S 46 DEG. 29 MIN. 06 SEC. W, WITH THE NORTHWEST RIGHT OF WAY LINE OF FARM TO MARKET ROAD NO. 2727, A DISTANCE OF 829.66 FT. TO A 3/8" IRON ROD SET FOR CORNER.

THENCE N 36 DEG. 15 MIN. 27 SEC. W, A DISTANCE OF 358.79 FT. TO A 3/8" IRON ROD SET FOR CORNER.

THENCE S 46 DEG, 29 MIN. 06 SEC. W, A DISTANCE OF 743.28 FT. TO A 3/8" IRON ROD SET IN THE NORTH RIGHT OF WAY LINE OF STATE HIGHWAY NO. 243.

THENCE N 71 DEG. 36 MIN. 27 SEC. W, WITH THE NORTH RIGHT OF WAY LINE OF STATE HIGHWAY NO. 243, A DISTANCE OF 1092.17 FT. TO A 5/8" IRON ROD FOUND AT THE SOUTHEAST CORNER OF THE MATTHEW BARNARD 0.636 ACRE TRACT, RECORDED IN VOL. 2796 PAGE 40 OF THE DEED RECORDS OF KAUFMAN COUNTY, TEXAS.

THENCE N 20 DEG. 49 MIN. 31 SEC. E, WITH THE EAST LINE OF SAID 0.636 ACRE TRACT, A DISTANCE OF 152.89 FT. TO A 3/8" IRON ROD FOUND AT THE NORTHEAST CORNER OF SAME.

THENCE N 69 DEG. 52 MIN. 28 SEC. W, WITH THE NORTH LINE OF SAID 0.636 ACRE TRACT, A DISTANCE OF 179.04 FT. TO A 3/8" IRON ROD SET AT THE NORTHWEST CORNER OF SAME AND BEING IN THE EAST LINE OF THE DOROTHY WANDA HUNSAKER 0.559 ACRE TRACT, RECORDED IN VOL. 590 PAGE 10 OF THE DEED RECORDS OF KAUFMAN COUNTY, TEXAS.

THENCE N 20 DEG. 24 MIN. 38 SEC. E, WITH THE EAST LINE OF SAID 0.559 ACRE TRACT, A DISTANCE OF 53.45 FT. TO A 3/8" IRON ROD FOUND AT THE NORTHEAST CORNER OF SAME.

THENCE N 70 DEG. 25 MIN. 07 SEC. W, WITH THE NORTH LINE OF SAID 0.559 ACRE TRACT, PASSING THE NORTHWEST CORNER OF SAME, CONTINUING A TOTAL DISTANCE OF 490.52 FT. TO A 3/8" IRON ROD FOUND AT THE NORTHWEST CORNER OF THE KIMBERLY LYNN HOWELL ZABY, ET VIR 1.000 ACRE TRACT, RECORDED IN VOL. 716 PAGE 638 OF THE DEED RECORDS OF KAUFMAN COUNTY, TEXAS.

THENCE S 18 DEG. 20 MIN. 28 SEC. W, WITH THE WEST LINE OF SAID 1.000 ACRE TRACT, A DISTANCE OF 221.76 FT. TO A 3/8" IRON ROD SET AT THE SOUTHWEST CORNER OF SAME AND BEING IN THE NORTH RIGHT OF WAY LINE OF STATE HIGHWAY NO. 243.

THENCE N 71 DEG. 36 MIN. 27 SEC. W, WITH THE NORTH RIGHT OF WAY LINE OF STATE HIGHWAY NO. 243, A DISTANCE OF 114.59 FT. TO A 3/8" IRON ROD SET AT THE P.C. OF A CURVE TO THE RIGHT, THE RADIUS POINT OF WHICH BEARS N 18 DEG. 23 MIN. 33 SEC. E- 2815.24 FT.

THENCE, CONTINUING WITH SAID RIGHT OF WAY LINE AND WITH SAID CURVE TO THE RIGHT, THE ANGLE OF WHICH IS 3 DEG. 33 MIN. 55 SEC., THE RADIUS IS 2815.24 FT. AND THE TANGENT IS 87.62 FT., A DISTANCE OF 175.18 FT. TO A 3/8" IRON ROD SET FOR CORNER.

THENCE N 6 DEG. 01 MIN. 14 SEC. E, CONTINUING WITH SAID RIGHT OF WAY LINE, A DISTANCE OF 109.88 FT. TO A 3/8" IRON ROD SET AT A CORNER IN THE SOUTHEAST LINE OF THE LEONARD G. MIZE AND CAROLYN L. MIZE 2.32 ACRE TRACT 1, RECORDED IN VOL. 2547 PAGE 291 OF THE DEED RECORDS OF KAUFMAN COUNTY, TEXAS AND BEING IN THE CENTERLINE OF A GRAVEL DRIVE.

THENCE N 45 DEG. 17 MIN. 36 SEC. E, WITH THE SOUTHEAST LINE OF SAID 2.32 ACRE TRACT, PASSING THE EAST CORNER OF SAME, CONTINUING A TOTAL DISTANCE OF 1473.54 FT. TO A 2" IRON PIPE FOUND AT AN ELL CORNER OF THE LEONARD C. MIZE, ET UX 73.050 ACRE TRACT ONE, RECORDED IN VOL. 1180 PAGE 523 OF THE DEED RECORDS OF KAUFMAN COUNTY, TEXAS.

THENCE S 42 DEG. 36 MIN. 03 SEC. E, WITH THE EASTERLY SOUTHWEST LINE OF SAID 73.050 ACRE TRACT, A DISTANCE OF 306.16 FT. TO A OLD FENCE CORNER POST FOUND AT THE EASTERLY SOUTH CORNER OF SAME.

THENCE N 45 DEG. 41 MIN. 50 SEC. E, WITH THE EASTERLY SOUTHEAST LINE OF SAID 73.050 ACRE TRACT, A DISTANCE OF 919.57 FT. TO A 3/8" IRON ROD FOUND AT THE WEST CORNER OF THE ABOVE MENTIONED 57.9215 ACRE TRACT.

THENCE S 43 DEG. 54 MIN. 03 SEC. E, WITH THE SOUTHWEST LINE OF SAID 57.9215 ACRE TRACT, A DISTANCE OF 1968.97 FT. TO THE POINT OF BEGINNING, CONTAINING 85.234 ACRES OF LAND.

EXHIBIT 2
Proposed Site Plan
for the District's School Sites

EXHIBIT 2
PROPOSED SITE PLAN

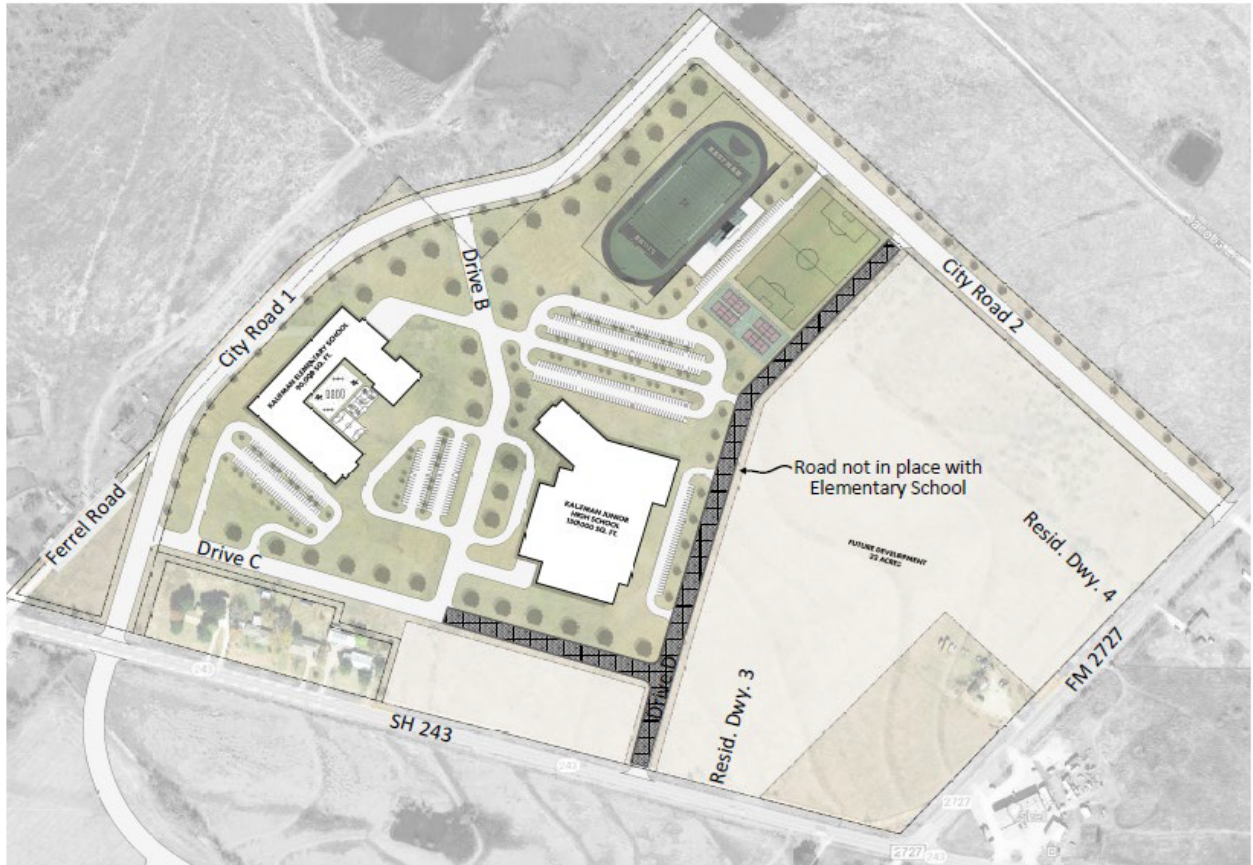
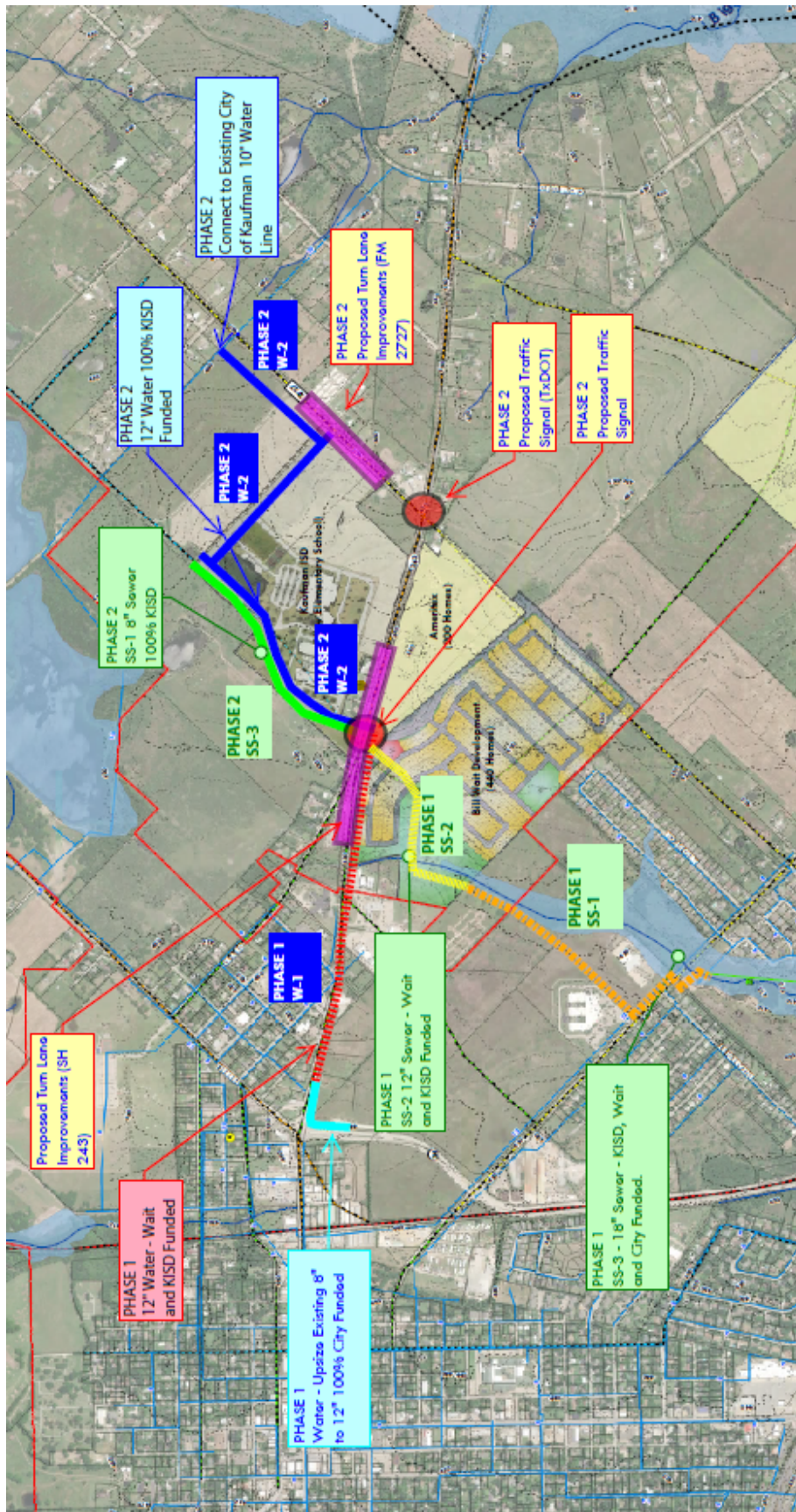


EXHIBIT 3
Overall Plan and Cost Estimates
(see attached)





CONCEPTUAL OPINION OF PROBABLE COST
for the
KAUFMAN ISD - OFFSITE INFRASTRUCTURE
12/13/2022
Prepared by Teague Nail and Perkins, Inc.

DESCRIPTION	KISD	Wait	City of Kaufman	TxDOT	SUBTOTAL	SUBTOTAL	PHASE 1	PHASE 2	TOTAL
I Water Improvements									
SH 243 to KISD	\$ 562,393	\$ 562,393			\$ 1,124,786		\$ 1,124,786		\$ 1,124,786
KISD to FM 2727 Connection	\$ 2,117,006				\$ 2,117,006		\$ 2,117,006		\$ 2,117,006
						\$ 3,241,792			
II Sewer Improvements									
KISD Site	\$ 640,026				\$ 640,026		\$ 640,026		\$ 640,026
KISD/Wait	\$ 262,173	\$ 262,173			\$ 524,346		\$ 524,346		\$ 524,346
KISD/Wait to FM 1836 (Rand Road)	\$ 366,319	\$ 366,319	\$ 81,404		\$ 814,041		\$ 814,041		\$ 814,041
						\$ 1,978,413			
III Roadway Improvements									
City Road 1 - Collector Road A (2,500 LF)	\$ 1,862,000		\$ 1,862,000		\$ 3,724,000		\$ 3,724,000		\$ 3,724,000
City Road 2 - Collector Road B (2,000 LF)	\$ 3,189,686				\$ 3,190,000		\$ 3,190,000		\$ 3,190,000
						\$ 6,914,000			
IV TxDOT Turn Lane Improvements									
SH 243/New Collector Intersection North Bound	\$ 400,000	\$ 400,000			\$ 800,000		\$ 800,000		\$ 800,000
SH 243/New Collector Intersection South Bound									
SH 2727/New Collector Road	\$ 530,000				\$ 530,000		\$ 530,000		\$ 530,000
						\$ 1,330,000			
V TxDOT Signal Improvements									
SH 243/FM 2727	\$ 66,667	\$ 66,667	\$ 66,667	\$ 200,000	\$ 200,000		\$ 200,000		\$ 200,000
SH 243/New Collector Road Intersection	\$ 66,667	\$ 66,667			\$ 200,000		\$ 200,000		\$ 200,000
						\$ 400,000			
	\$ 9,996,269	\$ 1,657,551	\$ 2,010,071	\$ 200,000	\$ 13,864,205	\$ 13,864,205	\$ 2,463,173	\$ 11,401,032	\$ 13,864,205

1 City of Kaufman, Wait and KISD shall equally participate in any/all easment and/or ROW acquisition costs.

2 City of Kaufman shall provide eminent domain for any easments/ROW if necessary

WATER - CITY OF KAUFMAN

[illegible]

\$562,392.85	\$2,679,399.00
\$562,392.85	\$562,392.85
\$3,241,791.86	

\$2,117,006

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CONCEPTUAL OPINION OF PROBABLE COST
for the
CITY OF KAUFMAN
6/24/2022
Prepared by Teague Nall and Perkins, Inc.
TNP No.

City Road 1 - Collector Road A

DESCRIPTION	QUANTITY	UNIT	UNIT COST	SUBTOTAL
Mobilization, Insurance, Bonds (5%)	1	LS	\$115,000.00	\$115,000
PAVING				
Materials Testing	1	LS	\$43,700.00	\$43,700
Right-Of-Way Preparation/ Site Clearing	1	LS	\$143,750.00	\$143,750
Unclassified Street Excavation & Grading	11111.11111	CY	\$32.20	\$357,778
8" Lime Stabilized Subgrade	10555.0	SY	\$4.60	\$48,553
Lime for Stabilization (70# & 42#/SY)	221.7	TON	\$297.00	\$65,832
8" Concrete Pavement	10555.0	SY	\$90.00	\$949,950
6" Concrete Curb	5000	LF	\$4.60	\$23,000
Sidewalk/Trail	25000	SF	\$8.50	\$212,500
Barrier Free Ramp	6	EA	\$4,000.00	\$24,000
Sleeves	2500	LF	\$21.85	\$54,625
Small Roadside Sign Assemblies	2	EA	\$920.00	\$1,840
Pavement Striping and Markings	1	LS	\$14,400.00	\$14,400
Erosion Control	1	LS	\$22,400.00	\$22,400
Restoration of Parkways & Medians	1	LS	\$57,500.00	\$57,500
Street Lights (175' spacing)	14	EA	\$14,380.00	\$201,320
Traffic Control	1	LS	\$41,400.00	\$41,400
STORM DRAIN				
10' Standard Curb Inlet	4	EA	\$6,000.00	\$24,000
4'x4' Drop Inlet	1	EA	\$8,000.00	\$8,000
4'x4' Storm Drain Manhole	1	EA	\$7,500.00	\$7,500
21" RCP	200	LF	\$160.00	\$32,000
36" RCP	820	LF	\$225.00	\$184,500
Pond Outfall Structure	1	LS	\$17,250.00	\$17,250
Rock Rip-Rap	200	SY	\$160.00	\$32,000
Trench Safety	1020	LF	\$3.45	\$3,519
Erosion Control	1	LS	\$7,500.00	\$7,500
Miscellaneous Storm Drain	1	LS	\$11,500.00	\$11,500
Temporary Erosion Control	1	LS	\$7,500.00	\$7,500
Collector Road A Sub-Total:				\$2,597,816

SUB-TOTAL

☒ No Design ☐ Preliminary ☐ Final Design	PROJECT SUBTOTAL	\$2,597,820.00
	CONSTRUCTION INFLATION 8% (+/-)	\$207,825.60
	CONTINGENCY 20% (+/-)	\$519,563.00
	SUBTOTAL + CONTINGENCY	\$3,325,209
	ROW/EASEMENT ACQUISITION	\$0
	ENGINEERING /SURVEY 12%	\$399,024
	TOTAL	\$3,724,000



CONCEPTUAL OPINION OF PROBABLE COST
for the
CITY OF KAUFMAN
6/24/2022
Prepared by Teague Nall and Perkins, Inc.
TNP No.

City Road 2 - Collector Road B

DESCRIPTION	QUANTITY	UNIT	UNIT COST	SUBTOTAL
Mobilization, Insurance, Bonds (5%)	1	LS	\$103,500.00	\$103,500
PAVING				
Materials Testing	1	LS	\$42,550.00	\$42,550
Right-Of-Way Preparation/ Site Clearing	1	LS	\$126,500.00	\$126,500
Unclassified Street Excavation & Grading	8888.888889	CY	\$32.00	\$284,444
8" Lime Stabilized Subgrade	8444.44	SY	\$5.75	\$48,556
Lime for Stabilization (70# & 42#/SY)	177.33	TON	\$300.00	\$53,200
8" Concrete Pavement	8444.44	SY	\$90.00	\$760,000
6" Concrete Curb	4000	LF	\$4.60	\$18,400
Sidewalk/Trail	20000	SF	\$8.60	\$172,000
Barrier Free Ramp	2	EA	\$3,680.00	\$7,360
Sleeves	2000	LF	\$17.00	\$34,000
Small Roadside Sign Assemblies	2	EA	\$920.00	\$1,840
Pavement Striping and Markings	1	LS	\$10,000.00	\$10,000
Erosion Control	1	LS	\$17,825.00	\$17,825
Restoration of Parkways & Medians	1	LS	\$47,725.00	\$47,725
Street Lights (175' spacing)	12	EA	\$14,375.00	\$172,500
Traffic Control	1	LS	\$36,800.00	\$36,800
STORM DRAIN				
10' Standard Curb Inlet	4	EA	\$6,325.00	\$25,300
4'x4' Drop Inlet	1	EA	\$8,000.00	\$8,000
4'x4' Storm Drain Manhole	1	EA	\$7,500.00	\$7,500
21" RCP	500	LF	\$160.00	\$80,000
36" RCP	500	LF	\$225.00	\$112,500
Rock Rip-Rap	200	SY	\$160.00	\$32,000
Trench Safety	1000	LF	\$3.45	\$3,450
Erosion Control	1	LS	\$7,500.00	\$7,500
Miscellaneous Storm Drain	1	LS	\$11,500.00	\$11,500
Collector Road B Sub-Total:				\$2,224,950

SUB-TOTAL

☒ No Design ☐ Preliminary ☐ Final Design	PROJECT SUBTOTAL	\$2,224,950.00
	CONSTRUCTION INFLATION 8% (+/-)	\$177,996.00
	CONTINGENCY 20% (+/-)	\$444,989.00
	SUBTOTAL + CONTINGENCY	\$2,847,935
	ROW/EASEMENT ACQUISITION	\$0
	ENGINEERING/SURVEY 12%	\$341,751
	TOTAL	\$3,190,000

EXHIBIT 4 Proposed Water Plan

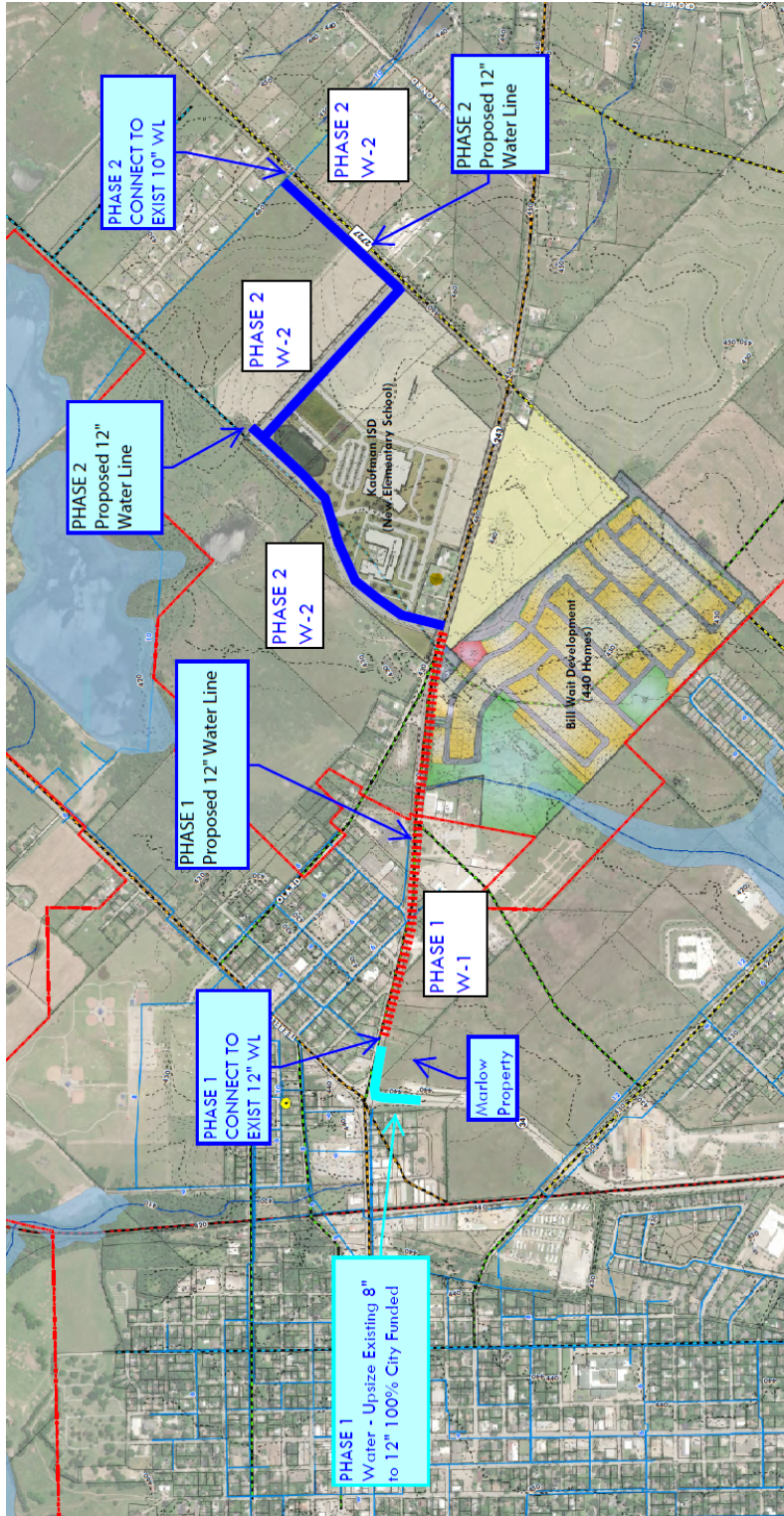


EXHIBIT 5
Proposed Sewer Plan

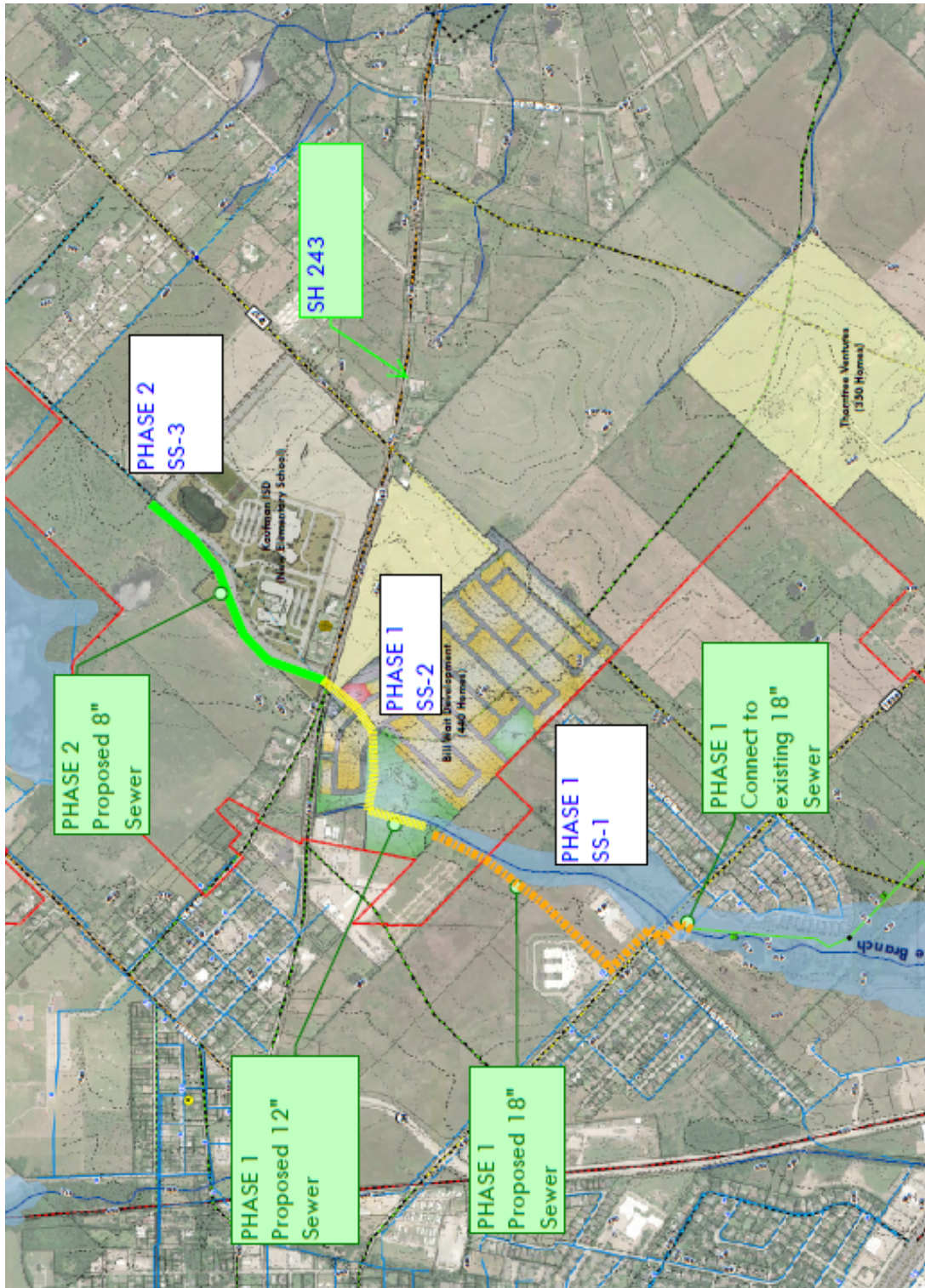


EXHIBIT 6
Turn Lane Improvements on Northbound and Southbound SH 243

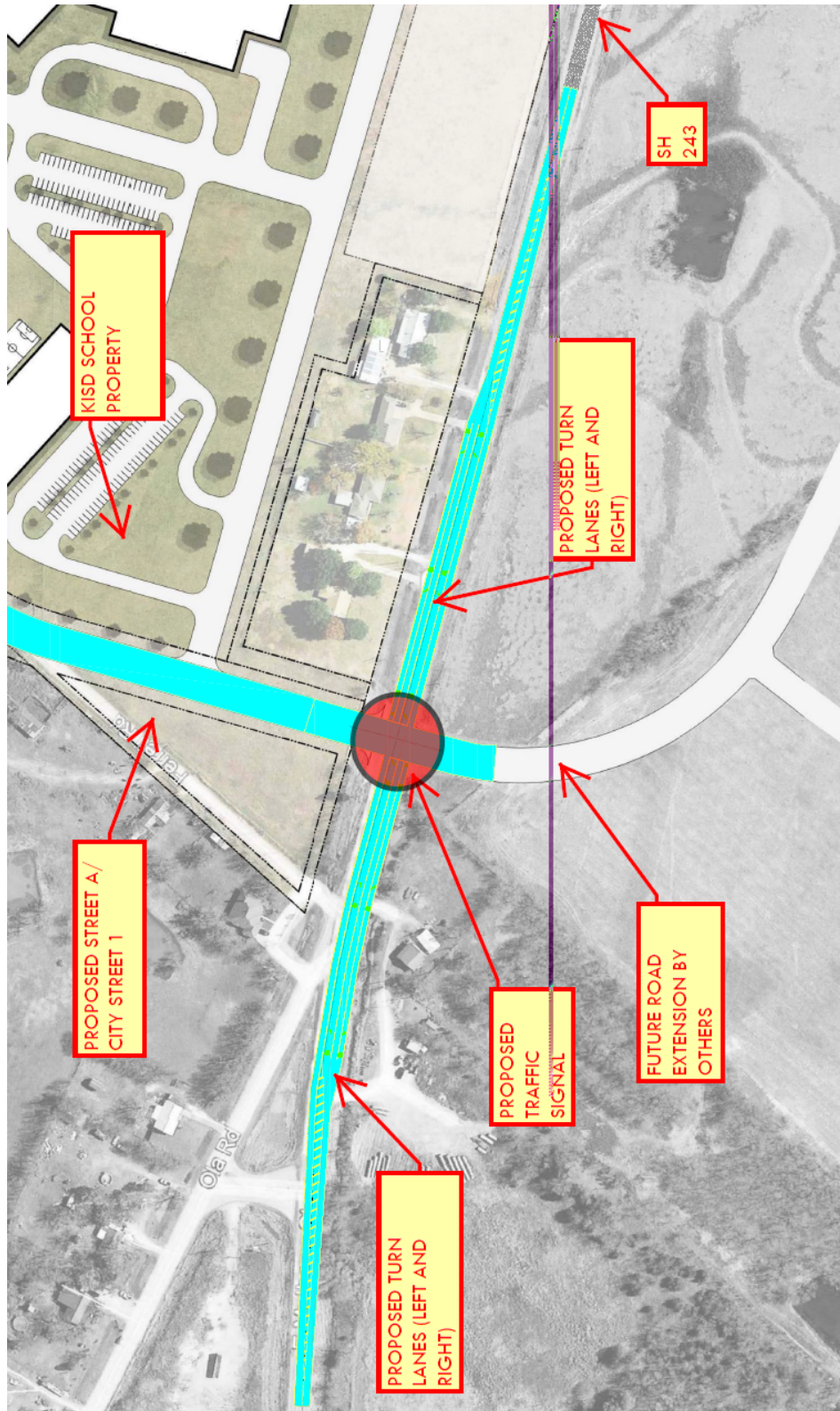


EXHIBIT 7

Turn Lane Improvements of FM 2727

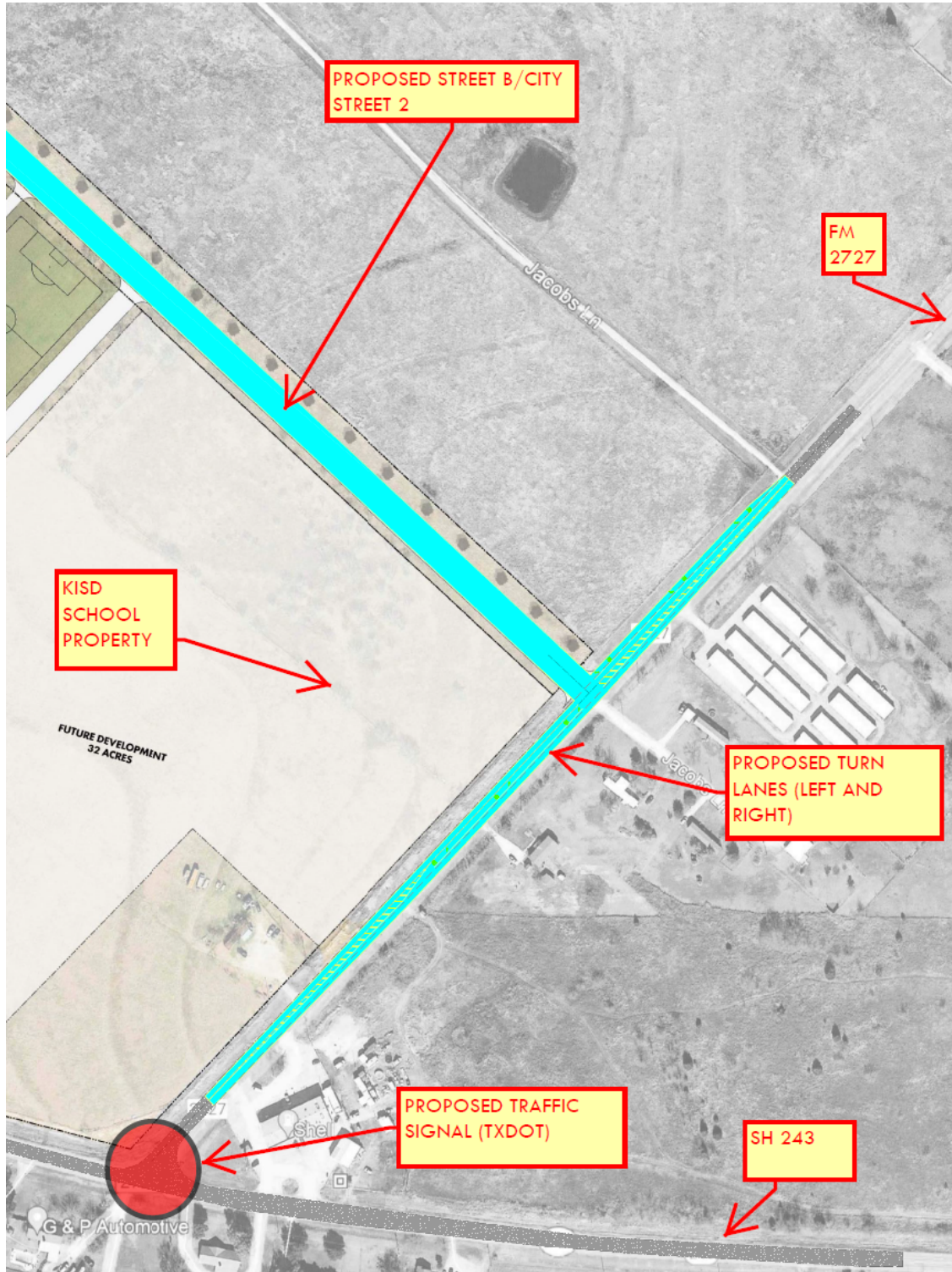


EXHIBIT 8

Neighboring Landowner Tracts

LEGAL DESCRIPTION:

All that certain tract or parcel of land situated in the THOMAS BEEDY SURVEY, ABSTRACT NO. 21, Kaufman County, Texas and being a part of a called 17.084 acre tract of land as conveyed to Eugen M. Walther and Gayle Howell recorded in Volume 558, Page 313 of the Deed Records of Kaufman County, Texas, (D.R.K.C.T.), and part of a called 15.00 acre tract Eugen M. Walther and Gayle Howell recorded in Volume 547, Page 519, D.R.K.C.T., and a called 78.821 acre tract conveyed to Eugen M. Walther and Carol Ann Walther recorded in Volume 1036, Page 146, D.R.K.C.T. and being more particularly described by metes and bounds to follow;

BEGINNING at a 3/4" iron pipe found at the West corner of said Walther 15.00 acre tract and at the Southwesterly corner of Walther 17.084 acre tract and at the Southeast corner of a called 6.728 acre tract conveyed to Kaufman County Electric Coop recorded in Volume 605, Page 364, D.R.K.C.T., and in the Northeasterly line of a called 23.656 acre tract conveyed to Trinity Valley Electric Cooperative, Inc. recorded in Volume 1984, Page 617, D.R.K.C.T.;

THENCE North 11 degrees 56 minutes 26 seconds East, with the West line of said 17.084 acre tract and the East line of said Kaufman County Electric tract a distance of 483.10 feet to a 3/8" iron rod with orange plastic cap stamped "5244" at the Southwest corner of a called 2.00 acre tract conveyed to Eugene M. Walther and Carol Ann Walther recorded in Volume 4007, Page 256, O.P.R.K.C.T.;

THENCE South 85 degrees 58 minutes 46 seconds East, with the South line of said Walther 2.00 acre tract and across the said 17.084 acre tract a distance of 453.80 feet to a 3/8" iron rod with orange plastic cap stamped "5244" found at the Southeast corner of said Walther 2.00 acre tract;

THENCE North 11 degrees 08 minutes 58 seconds West, with the East line of said Walther 2.00 acre tract and across the said 17.084 acre tract and a called 2.02 acre tract conveyed to Roy W. Ferrell recorded in Volume 645, Page 45, D.R.K.C.T. a distance of 517.18 feet to a point for corner at the Northeast corner of said Ferrell tract and in the South right-of-way line of F.M. 243 (a 120' right-of-way), from which a 3/8" iron rod with orange plastic cap stamped "5411" bears South 82 degrees 39 minutes 39 seconds West, a distance of 9.54 feet, a 3/8" iron rod found bears North 86 degrees 20 minutes 52 seconds West, a distance of 249.92 feet, a 3" brass monument disk stamped "Texas Department of Public Safety" found in concrete bears North 86 degrees 09 minutes 59 seconds West, a distance of 648.69 feet;

THENCE South 86 degrees 09 minutes 59 seconds East, with the North line of said 17.084 acre tract and the South right-of-way line of F.M. 243 a distance of 474.13 feet to a 3" brass monument disk stamped "Texas Department of Public Safety" found in concrete, from which a 1/2" iron rod with red plastic cap stamped "R.P.L.S. 6789" bears North 84 degrees 33 minutes 47 seconds West, a distance of 20.59 feet, said bras monument being at the beginning of a non tangent curve to the right having a Delta angle of 7 degrees 43 minutes 25 seconds, a Radius of 3759.72 feet, a chord bearing of South 82 degrees 10 minutes 23 seconds East, a chord distance of 506.44 feet;

THENCE with curve to the said right and the North line of said 17.084 acre tract and the South right-of-way line of F.M. 243 an arc distance of 506.82 feet to a 1/2" iron rod with red plastic cap stamped "R.P.L.S. 6789" at the Northwest corner of a called 0.808 acre tract as conveyed to Gary Howell recorded in Volume 912, Page 169, D.R.K.C.T.;

THENCE South 43 degrees 27 minutes 51 seconds West, with the Northwesterly line of said Howell 0.808 acre tract a distance of 83.64 feet to a 3/8" iron rod found at the West corner of said Howell 0.808 acre tract;

THENCE South 48 degrees 27 minutes 57 seconds East, with the Southwesterly line of said Howell 0.808 acre tract a distance of 249.41 feet to a 3/8" iron rod found at the South corner of said Howell 0.808 acre tract and in the Northwesterly line of said Walther 78.821 acre tract and in the Southeasterly line of said Walther 15.00 acre tract;

THENCE North 45 degrees 25 minutes 44 seconds East, with the Northwesterly line of said Walther 78.821 acre tract and the Southeasterly line of Walther 15.00 acre tract and Howell 0.808 acre tract a distance of 155.84 feet to a 1/2" iron rod found for the North corner of said Walther 78.821 acre tract and being in the Southwesterly line of a called 33.307 acre tract conveyed to Susan Lea Burleson and Sharon Robertson recorded in Volume 3219, Page 306, Official Public Records of Kaufman County, Texas, (O.P.R.K.C.T.);

THENCE South 40 degrees 23 minutes 41 seconds East, with the Northeasterly line of said Walther 78.821 acre tract and the Southwesterly line of said Burleson tract and near a barbed wire fence line a distance of 2068.58 to the South corner edge of a square wood fence corner post at the South corner of said Walther 78.821 acre tract and being at the South corner of said Burleson tract;

THENCE North 44 degrees 29 minutes 49 seconds East, with a Northwesterly line of said Walther 78.821 acre tract and a Southeasterly line of said Burleson tract and near a barbed wire fence line a distance of 213.94 feet to a 3/4" iron pipe found at a North corner of said Walther 78.821 acre tract and being at a West corner of a called 127.45 acre tract as conveyed to Robert Kyle Mitchell, Cathie Michelle Allen, Morgan Ashley Lambert and Mitchell Family Trust recorded in Volume 4263, Page 273, O.P.R.K.C.T.;

THENCE South 45 degrees 30 minutes 26 seconds East, with a Northeasterly line of said Walther 78.821 acre tract and a Southwesterly line of said Mitchell Family Trust 127.45 acre tract a distance of 105.42 feet to a 1/2" iron rod found at a East corner of said Walther 78.821 acre tract and at an ell corner of said Mitchell Family Trust 127.45 acre tract;

THENCE South 43 degrees 23 minutes 21 seconds West, with the Southeasterly line of said Walther 78.821 acre tract and the Northwesterly line of said Mitchell Family Trust 127.45 acre tract a distance of 259.91 feet to a 3/8" iron rod found at a West corner of said Mitchell Family Trust 127.45 acre tract and at a North corner of a called 85.00 acre tract conveyed to Kutty Enterprises LLC recorded in Volume 3859, Page 416, O.P.R.K.C.T.;

THENCE South 43 degrees 14 minutes 04 seconds West, with the Southeasterly line of said Walther 78.821 acre tract and a Northwesterly line of said Kutty tract near a barbed wire fence line a distance of 1422.52 feet to a 3/4" iron pipe found at the South corner of said Walther 78.821 acre tract and at the East corner of a called 9.994 acre tract conveyed to William A. Tackett Jr. recorded in Volume 577, Page 305, D.R.K.C.T.;

THENCE North 46 degrees 19 minutes 12 seconds West, with the Southwesterly line of said Walther 78.821 acre tract and the Northeasterly line of said Tackett tract a distance of 192.15 feet to a 3/4" iron pipe found at the North corner of said Tackett tract and at the East corner of a called 10.00 acre tract conveyed to Robert Stanley Greenwood recorded in Volume 3601, Page 100, O.P.R.K.C.T.;

THENCE North 46 degrees 06 minutes 38 seconds West, with the Southwesterly line of said Walther 78.821 acre tract and the Northeasterly line of said Greenwood tract passing at a called distance of 200.4 feet the North corner of said Greenwood tract and being at the East corner of a called 10.00 acre tract conveyed to Joseph Ortillo and Emely Ortillo recorded in Volume 5222, Page 223, O.P.R.K.C.T., continuing with the Northeasterly line of said Ortillo tract a total distance of 401.45 feet to a 1/2" iron rod found at the North corner of said Ortillo tract and at the East corner of Lot 41 of Harmony Estates recorded in Cabinet 1, Envelope 652, O.P.R.K.C.T.;

THENCE North 47 degrees 07 minutes 24 seconds West, with the Southwesterly line of said Walther 78.821 acre tract and with the Northeasterly line of said Lot 41 a distance of 29.88 feet to a 3/8" iron rod found at the common lot corners of Lots 41 and 40 of said addition;

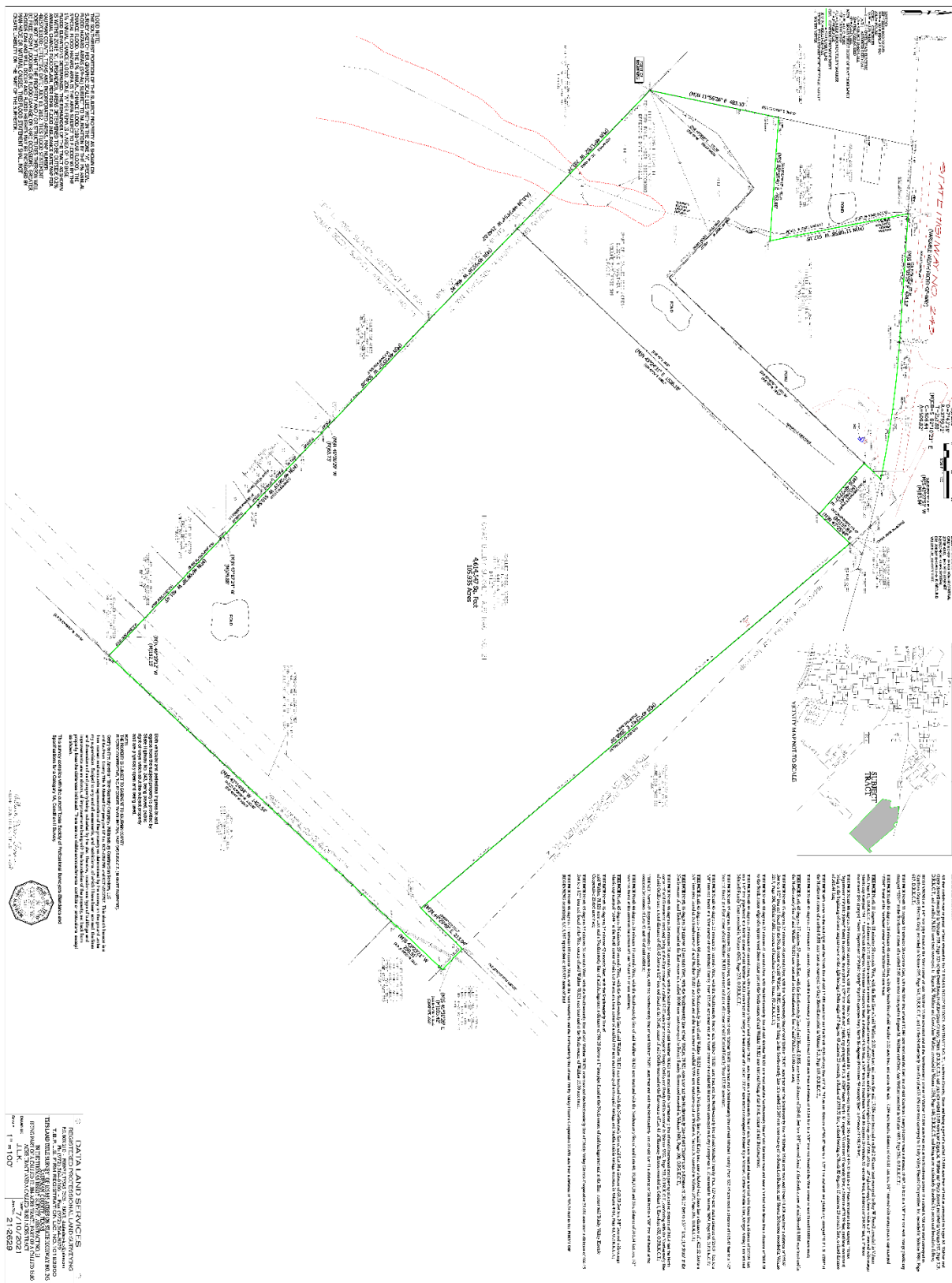
THENCE North 46 degrees 26 minutes 19 seconds West, with the Southwesterly line of said Walther 78.821 acre tract and with the Northeasterly line of said Lots 40, 39,38,37,36 and 35 a distance of 510.54 feet to a 1/2" iron rod found at the common lot corners of Lots 35 and 34 of said addition;

THENCE North 45 degrees 36 minutes 29 seconds West, with the Southwesterly line of said Walther 78.821 acre tract and with the Northeasterly line of said Lot 34 a distance of 63.73 feet to a 3/8" iron rod with orange plastic cap stamped "5244" at the North corner of said Lot 34 and at a East corner of a called 19.0 acre tract conveyed to Ezequiel Arriaga and Martha Leticia Arriaga recorded in Volume 4961, Page 63, O.P.R.K.C.T.;

THENCE North 46 degrees 35 minutes 57 seconds West, with the Southwesterly line of said Walther 78.821 acre tract and a Northeasterly line of said Arriaga tract a distance of 506.28 feet to a 1" iron pipe found at the North corner of said Arriaga tract and at the East corner said Trinity Valley Electric Cooperative 23.656 acre tract;

THENCE North 45 degrees 55 minutes 36 seconds West, with the Southwesterly line of said Walther 78.821 acre tract and the Northeasterly line of Trinity Valley Electric Cooperative 23.656 acre tract a distance of 466.45 feet to a 1/2" iron rod found at the West corner of said Walther 78.821 acre tract and at the South corner of Walther 15.00 acre tract;

THENCE North 46 degrees 11 minutes 02 seconds West, with the Southwesterly and the Northeasterly line of said Trinity Valley Electric Cooperative 23.656 acre tract a distance of 703.74 feet to the **POINT OF BEGINNING** containing 4,614,547 square feet or 105.935 acres of land.





Meeting
Date: 1/23/2023

Date: 01/09/2023

Item #: 10.

Dept.: Administration

Action Item

SUBJECT:

Consider and take appropriate action on the First Amended and Restated Development Agreement between Kaufman One WW, LLC (formerly Williamsburg Construction Services, Inc.) and the City of Kaufman for the Highland Meadows Development, an approximate 106-acre tract of land situated in the City's extraterritorial jurisdiction; and authorizing the Mayor or designee to execute necessary documents.

BACKGROUND:

This amended and restated Developers Agreement with Highland Meadows project is, too, required as a result of the failed November KISD Bond election to build a new elementary school. The new DA addresses the dates that the developer can now pursue Annexation & Rezoning to January 2023. It also addresses the tree/landscape requirements for the development that will provide for the developers consideration and requirements for the city's tree mitigation ordinance and lastly, addresses the process of reimbursing KISD for the prorated share of off-site utility requirements for future development of Highland Meadows.

Author:
Mike Slye, City Manager

Reviewed:
Mike Slye, City Manager

Cost:

Funds Available:

Source:

Recommendation: Recommend approval of the Amended and Restated Highland Meadows Developers Agreement.

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



Meeting
Date: 1/23/2023

Date: 01/13/2023

Item #: 11.

Dept.: Development
Services

PZ Item

SUBJECT:

Consider and take appropriate action on the **Revised Preliminary Plat of Lots 4, 5A, 5B, 5C, 6, 7, and 8X of Block A; Lots 3 and 4 of Block E; and Lot 1 of Block F of the Kings Fort Addition**, being 54.97 acres situated in the D. Falcon Survey, Abstract No. 151, City of Kaufman, Kaufman County, Texas (Property ID 5404, 202752, and 202753). The property is zoned Planned Development-15 ("PD-15") and Planned Development-17R ("PD-17R") and is generally located on both sides of Kings Fort Parkway, the south side of US 175, and the west side of SH 34. The preliminary plat is for 8 non-residential lots, 1 multi-family residential lot, and 1 open space lot. (Case No. PP-01-23)

BACKGROUND:

See the attached January 3, 2023 Planning and Zoning Commission Report and attachments.

Author:

Reviewed:

Andrew Bogda, Director of Development Services Mike Slye, City Manager

Cost:

Funds Available:

Source:

Recommendation: On January 3, 2023, the Planning and Zoning Commission recommend approval, by a vote of 4-0, of the Revised Preliminary Plat of Lots 4, 5A, 5B, 5C, 6, 7, and 8X of Block A; Lots 3 and 4 of Block E; and Lot 1 of Block F of the Kings Fort Addition, with the following condition

1. The plat review comments noted in a memo from the City Engineer dated December 29, 2022 are addressed to the City Engineer's satisfaction before the preliminary plat goes to City Council.

The applicant has made revisions to the plat and staff has confirmed that all comments have been addressed. Staff recommends approval of the revised plat as presented.

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



Planning and Zoning Commission Report

Meeting Date: January 3, 2023

SUBJECT: Consider and make a recommendation to City Council on the **Revised Preliminary Plat of Lots 4, 5A, 5B, 5C, 6, 7, and 8X of Block A; Lots 3 and 4 of Block E; and Lot 1 of Block F of the Kings Fort Addition**, being 54.97 acres situated in the D. Falcon Survey, Abstract No. 151, City of Kaufman, Kaufman County, Texas (Property ID 5404, 202752, and 202753). The property is zoned Planned Development-15 ("PD-15") and Planned Development-17R ("PD-17R") and is generally located on both sides of Kings Fort Parkway, the south side of US 175, and the west side of SH 34. The preliminary plat is for 8 non-residential lots, 1 multi-family residential lot, and 1 open space lot. (Case No. PP-01-23)

SUMMARY:

The subject property includes 54.97 acres located on both sides of Kings Fort Parkway, south of US 175 and west of SH 34. The applicant is requesting to revise the undeveloped portion of the Preliminary Plat of the Kings Fort Addition.

The previous preliminary plat was approved in 2012 and no longer reflects the zoning and development changes that have occurred since then. For instance, in 2017, all of the properties were rezoned. In 2018, Lots 6, 7, and 8X of Block A were re-zoned and a new concept plan for the entire Kings Fort development was adopted. In addition, the location and configuration of the drainage easement has changed, Senior Drive has been eliminated from the plans, and Lot 6 of Block A now includes more territory outside the bounds of the previous preliminary plat. This revised preliminary plat shows the new intended lot, street, and easement configurations and is reflective of the current zoning and development plans.

Lots 5A, 5B, and 5C of Block A were preliminary platted contemporaneously with a preliminary site plan in October 2022. This revised preliminary plat will replace that plat and include the other surrounding undeveloped properties. However, no significant revisions were made to Lots 5A – 5C.

Furthermore, a Development Plat of Lots 6 and 7 of Block A was approved in December 2022; this plat was to allow the conveyance of the property. Part of the reason for this revised preliminary plat is because Lot 6 includes territory that was not part of the previously approved preliminary plat from 2012.

Lots 4, 5A, 5B, and 5C of Block A are zoned PD-15-C for commercial uses. Lots 3 and 4 of Block E and Lot 1 of Block F are zoned PD-15-HC for highway commercial uses. Lots 6 and 8X of Block A are zoned PD-17R-MF-2 for MF-2 uses. Lot 7 of Block A is zoned PD-17R-C for commercial uses.

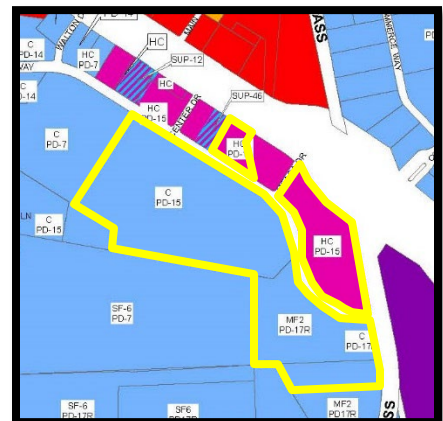
The proposed preliminary plat will include 8 commercial lots, 1 multi-family residential lot, and 1 open space lot. The largest commercial lots, Lot 4 of Block A and Lot 1 of Block F, are most likely to undergo further subdividing in the future. The revised preliminary plat shows the new configuration of the 50' drainage easement that runs north-south through the property, as well as a 10' trail easement along the east side of the drainage easement across Lots 5A, 5B, 5C, and 8X of Block A, continuing along the south boundary of Lot 6. Additional easements include a 20' sanitary sewer easement across Lots 5C, 6, and 8X of Block A; 10'-15' utility and water easements along the east frontages of Lots 6 and 7 of Block A and Lot 1 of Block F; a 10' gas easement across Lots 5B and 5C of Block A, Lots 3 and 4 of Block E, and Lot 1 of Block F; a 15' transportation easement along the north frontages of Lots 3 and 4 of Block E; and a 40' drainage easement at the northwest corner of Lot 3 of Block E.

The 24' access, fire lane, and utility easements across Lots 5A, 5B, and 5C of Block A remain in their previously-planned configuration, with the exception that it has been extended to serve Lot 8X.

The property will primarily drain towards the center of the property with the 50' north-south drainage channel handling the drainage for the development.

SURROUNDING ZONING AND EXISTING LAND USES:

	Zoning	Existing Land Use
North:	US 175	US 175
South:	PD-7 (SF-6), PD-17R (SF-6), PD-17R (MF-2)	Vacant land & single-family residential
East:	SH 34	SH 34
West:	PD-7 (C), PD-7 (SF-6)	Walmart & vacant land



COMPREHENSIVE PLAN:

Land Use Plan:

The 2014 Future Land Use Plan designates the future land use of the subject property as a mix of Future Commercial and Future High-Density Multi-Family Residential uses. The property is zoned PD-15-C, PD-15-HC, PD-17R-MF-2, and PD-17R-C, which allows for a mix of commercial, highway commercial, and high-density multi-family residential uses. The zoning is in conformance with the 2014 Future Land Use Plan.

Thoroughfare Plan:

The subject property is located on both sides of Kings Fort Parkway, the west side of SH 34, and the south side of US 175. Kings Fort Parkway is designated as a major collector (Type C; 4 lanes), with an ultimate right-of-way of 80'. SH 34 is classified as a major arterial (Type AA; 4 – 6 lanes), with an ultimate right-of-way of 120'. US 175 is classified as a major regional arterial (Type AA; 4 – 8 lanes), with an ultimate right-of-way of 240'. The necessary right-of-way for all of the thoroughfares already exists and no additional right-of-way dedication will be necessary.

RECOMMENDATION:

Staff recommends approval of the Revised Preliminary Plat of Lots 4, 5A, 5B, 5C, 6, 7, and 8X of Block A; Lots 3 and 4 of Block E; and Lot 1 of Block F of the Kings Fort Addition with the following condition:

1. The plat review comments noted in a memo from the City Engineer dated December 29, 2022 are addressed to the City Engineer's satisfaction before the preliminary plat goes to City Council.

ATTACHMENTS:

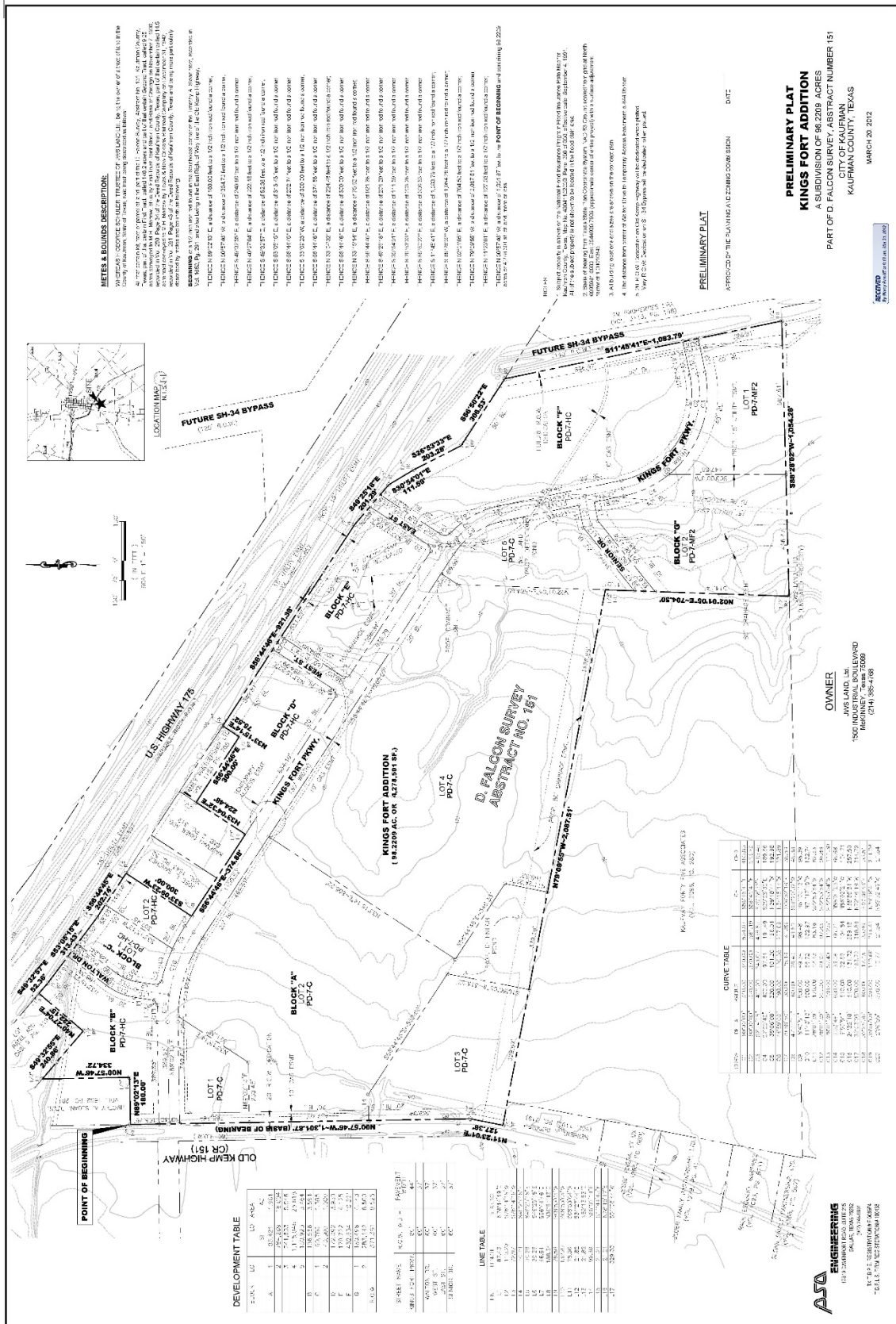
1. Location Map
2. Previously Approved Preliminary Plat of Kings Fort Addition
3. Previously Approved Preliminary Plat of Lots 5A, 5B, and 5C, Block A, Kings Fort Addition
4. Approved Concept Plan of Kings Fort
5. Preliminary Plat of Lots 4, 5A, 5B, 5C, 6, 7, and 8X of Block A; Lots 3 and 4 of Block E; and Lot 1 of Block F of the Kings Fort Addition
6. Memo from Philip Varughese dated December 29, 2022

Andrew Bogda, AICP
Director of Development Services
972-932-2216 ext. 117
abogda@kaufmantx.org

Location Map

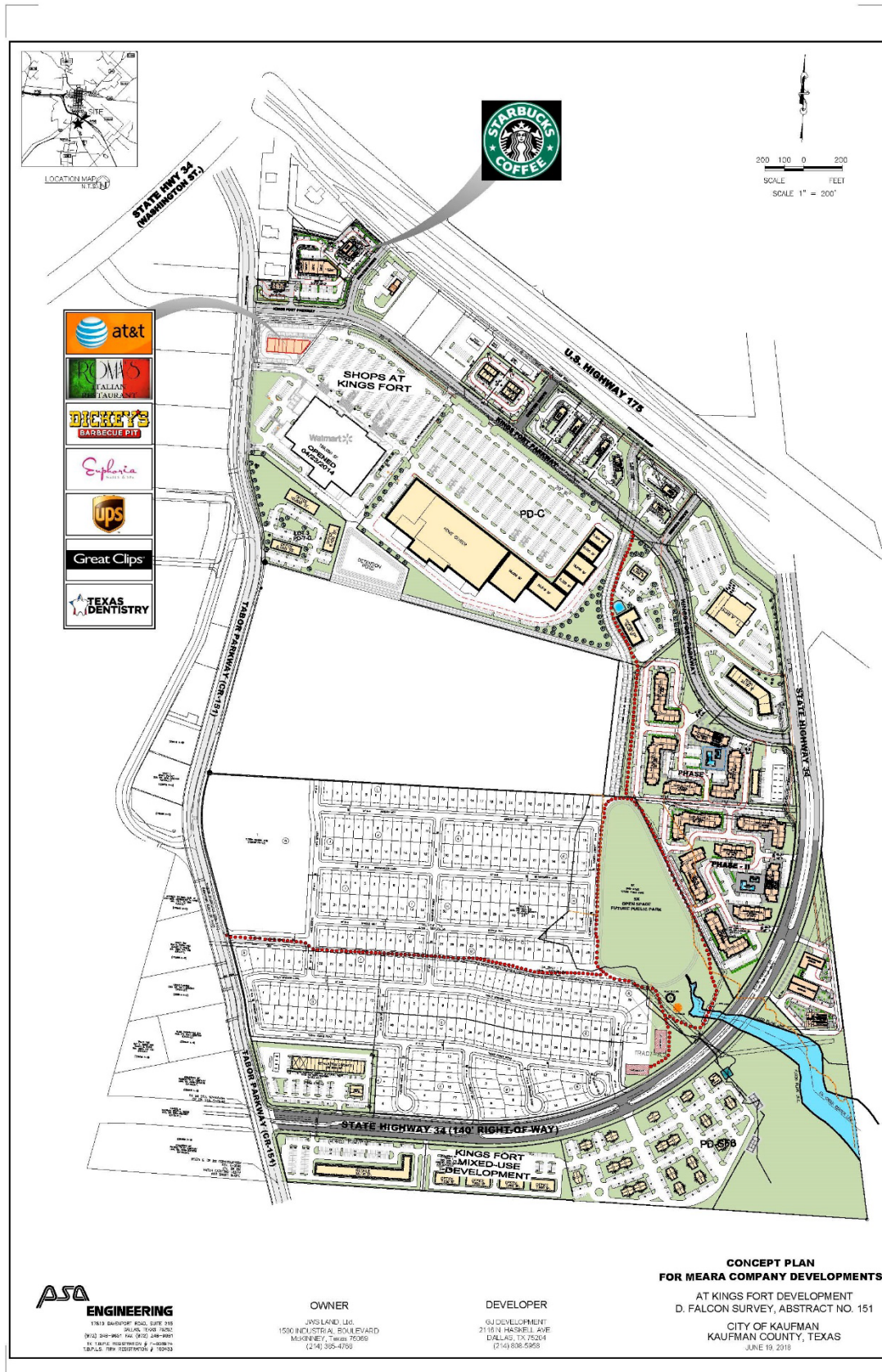


Previously Approved Preliminary Plat of Kings Fort Addition

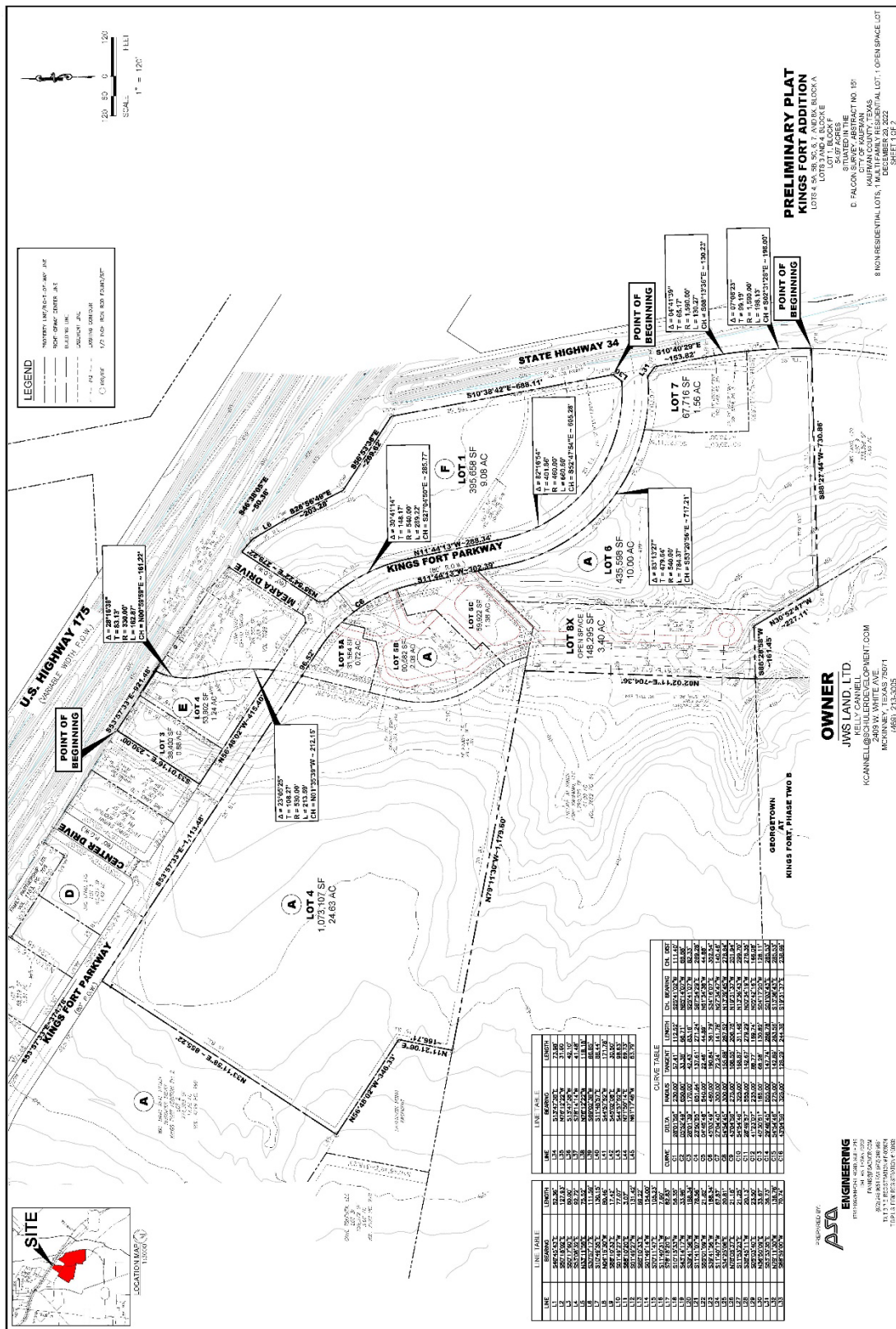




Approved Concept Plan of Kings Fort



**Preliminary Plat of Lots 4, 5A, 5B, 5C, 6, 7, and 8X of Block A;
Lots 3 and 4 of Block E; and Lot 1 of Block F of the Kings Fort Addition (Sheet 1 of 2)**



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PLAN REVIEW

To: City of Kaufman
From: Philip C. Varughese, P.E.
Date: December 29, 2022
RE: **Kings Fort Block A, E & F – Preliminary Plat - 1st Review**

The following comments represent a review by TNP on the Preliminary Plat prepared by PSA Engineering. It is the intent of this review to provide the engineer and developer the requirements that are consistent with the City Standards and Regulations for development and construction. The comments noted below must be addressed and resubmitted for confirmation. Please provide a written memo with the comments and how each comment has been addressed.

General Comments for All Sheets

1. These comments may not be comprehensive and additional comments may be necessary as a result of addressing the comments noted below.
2. Refer to the Subdivision Ordinance – Section 2.4 for Preliminary Plat Requirements.
3. Please see attached markup of the preliminary plat.

Preliminary Plat

Lots 4 thru 8X, Block A

1. There are multiple symbol types shown in the drawing apparently depicting found or set corners, but only 1 symbol type is listed in the legend. (The symbols should match, typ.)
2. There are different size and weights for the bearing-distance text in the body of the plat. (For clarity in following the calls, we would suggest that all text corresponding with the legal description be the same size and weight, typ.)
3. In the legal (2nd paragraph) the POB calls for a 1/2" CIRF "Eagle Surveying", the body of the plat calls for a 1/2" IRF. In the legal (16th paragraph) it calls for a 1/2" CIRF "Eagle Surveying", the body of the plat calls for a 1/2" IRF. (These calls should match.)
4. In the legal (4th paragraph) it calls for a NE quadrant on the bearing, the body of the plat calls for a NW quadrant. In the legal (5th paragraph) it calls for a SE quadrant on the bearing, the body of the plat calls for a SW quadrant. In the legal (18th paragraph) the call is missing the East designation for the bearing, quadrant should be SE. (It appears the legal calls are in error.)
5. In the legal (13th paragraph) the curve information provided does not match C6 in the curve table. (For consistency add a curve block to the body of the plat.)

Memo from Philip Varughese dated December 29, 2022 (Page 2 of 3)

6. In the legal (14th & 15th paragraph) the bearings and one of the distances do not match the body of the plat.
7. In the legal (11th paragraph) it calls for an "X" Mark, the body of the plat has no designation at this point. (Add label)

Lots 3 & 4, Block E

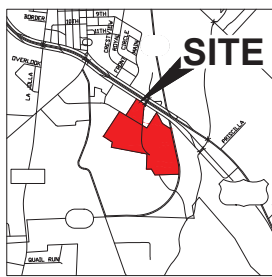
1. There are multiple symbol types shown in the drawing apparently depicting found or set corners, but only 1 symbol type is listed in the legend. (The symbols should match, typ.)
2. There are different size and weights for the bearing-distance text in the body of the plat. (For clarity in following the calls, we would suggest that all text corresponding with the legal description be the same size and weight, typ.)
8. In the legal (3rd & 6th paragraph) the bearing call does not match the body of the plat, and the distance call is not shown in the body of the plat.
9. In the legal (4th paragraph) the chord bearing quadrant does not match what is shown on the curve block in body of the plat. (It appears the curve block is in error.)
10. In the legal (5th paragraph) the curve direction should be to the right, and the chord bearing quadrant does not match what is shown in the body of the plat. (It appears the curve block is in error.) Also, the legal calls for a 5/8" CIRF "RPLS 3963", the body of the plat makes no reference to what was found.
11. In the legal (7th paragraph) the distance call does not match what is shown in the body of the plat.

Lot 1, Block F

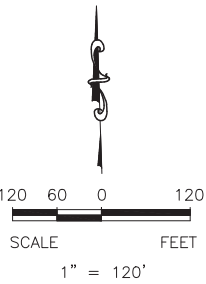
1. There are multiple symbol types shown in the drawing apparently depicting found or set corners, but only 1 symbol type is listed in the legend. (The symbols should match, typ.)
2. There are different size and weights for the bearing-distance text in the body of the plat. (For clarity in following the calls, we would suggest that all text corresponding with the legal description be the same size and weight, typ.)
12. The area called for in the legal description does not match the area shown in the body of the plat.
13. In the legal (3rd paragraph) it calls for a SW quadrant on the bearing, L30 in the line table calls for a NE quadrant. (It appears the line table is in error.)
14. In the legal (4th paragraph) the chord bearing quadrant does not match the quadrant shown on the curve block in the body of the plat. (Both quadrants appear to be wrong, the correct quadrant should be NW.)
15. In the legal (5th paragraph) the bearing quadrant (NW) does not match the quadrant shown on the body of the plat (SE). (It appears the legal description quadrant is correct.)
16. In the legal (6th paragraph) the chord bearing quadrant (NW) does not match what is shown on the curve block in body of the plat (SE). (It appears the curve block is in error.)

Memo from Philip Varughese dated December 29, 2022 (Page 3 of 3)

17. In the legal (7th paragraph) it calls for a NW quadrant on the bearing, L29 in the line table calls for a SE quadrant. (It appears the line table is in error.)
18. In the legal (8th paragraph) the bearing quadrant (NE) does not match the quadrant shown on the body of the plat (SW). (It appears the legal description quadrant is correct.)
19. In the legal (9th paragraph) the bearing and distance do not match what is shown in the body of the plat.
20. In the legal (11th paragraph) the bearing quadrant (SW) does not match the quadrant shown on the body of the plat (SE). (It appears the legal description quadrant is in error.)
21. In the legal (13th paragraph) the bearing seconds (48") do not match the bearing seconds (42") shown in the body of the plat.



LOCATION MAP
1:3000



LEGEND

---	PROPERTY LINE/RIGHT-OF-WAY LINE
---	RIGHT-OF-WAY CENTER LINE
---	BUILDING LINE
---	EASEMENT LINE
---	EXISTING CONTOUR
○	PROPERTY CORNER
IRSC	5/8" IRON ROD SET W/CAP STAMPED "RPLS 3963".
CIRS	CAPPED IRON ROD SET
IRF	IRON ROD FOUND
OPRKCT	OFFICIAL PUBLIC RECORDS KAUFMAN, COUNTY TEXAS
VOL.	VOLUME
PG.	PAGE

LINE TABLE		
LINE	BEARING	LENGTH
L1	S53°33'35"E	36.73'
L2	S36°50'09"W	33.67'
L3	N05°03'40"W	23.50'
L4	S30°57'17"E	111.59'
L5	S13°47'38"E	73.98'
L6	N76°12'22"W	31.60'
L7	S13°47'38"W	42.10'
L8	S78°14'14"W	41.48'
L9	N76°12'22"W	118.18'
L10	S69°02'38"W	86.85'
L11	S11°48'57"E	88.44'
L12	S44°57'52"W	171.78'
L13	S45°02'08"E	30.50'
L14	S44°57'52"W	98.63'
L15	N79°11'30"W	136.76'

CURVE TABLE						
CURVE	DELTA	RADIUS	TANGENT	LENGTH	CH. BEARING	CH. DIST
C1	45°03'49"	460.00'	190.84'	361.79'	S34°16'07"E	352.54'
C2	27°04'40"	300.00'	72.24'	141.78'	N27°34'47"W	140.46'
C3	54°54'45"	300.00'	155.88'	287.52'	N13°39'45"W	276.64'
C4	43°04'56"	275.00'	108.55'	206.78'	N19°31'37"W	201.94'
C5	54°54'46"	325.00'	168.87'	311.48'	N13°36'43"W	299.70'
C6	28°49'57"	555.00'	142.67'	279.29'	N00°34'19"W	276.35'
C7	41°23'07"	235.00'	88.77'	169.74'	N05°42'16"E	166.08'
C8	40°30'51"	185.00'	68.28'	130.82'	S04°17'20"W	128.11'
C9	29°48'45"	555.00'	147.74'	288.78'	S01°03'43"E	285.53'
C10	54°54'46"	275.00'	142.89'	263.56'	S13°36'43"E	285.53'
C11	43°04'56"	325.00'	128.29'	244.38'	S19°31'37"E	238.66'

SURVEYOR

PANN S. SRIBHEN, P.E.
EMAIL: PANNS@PSAENGR.COM



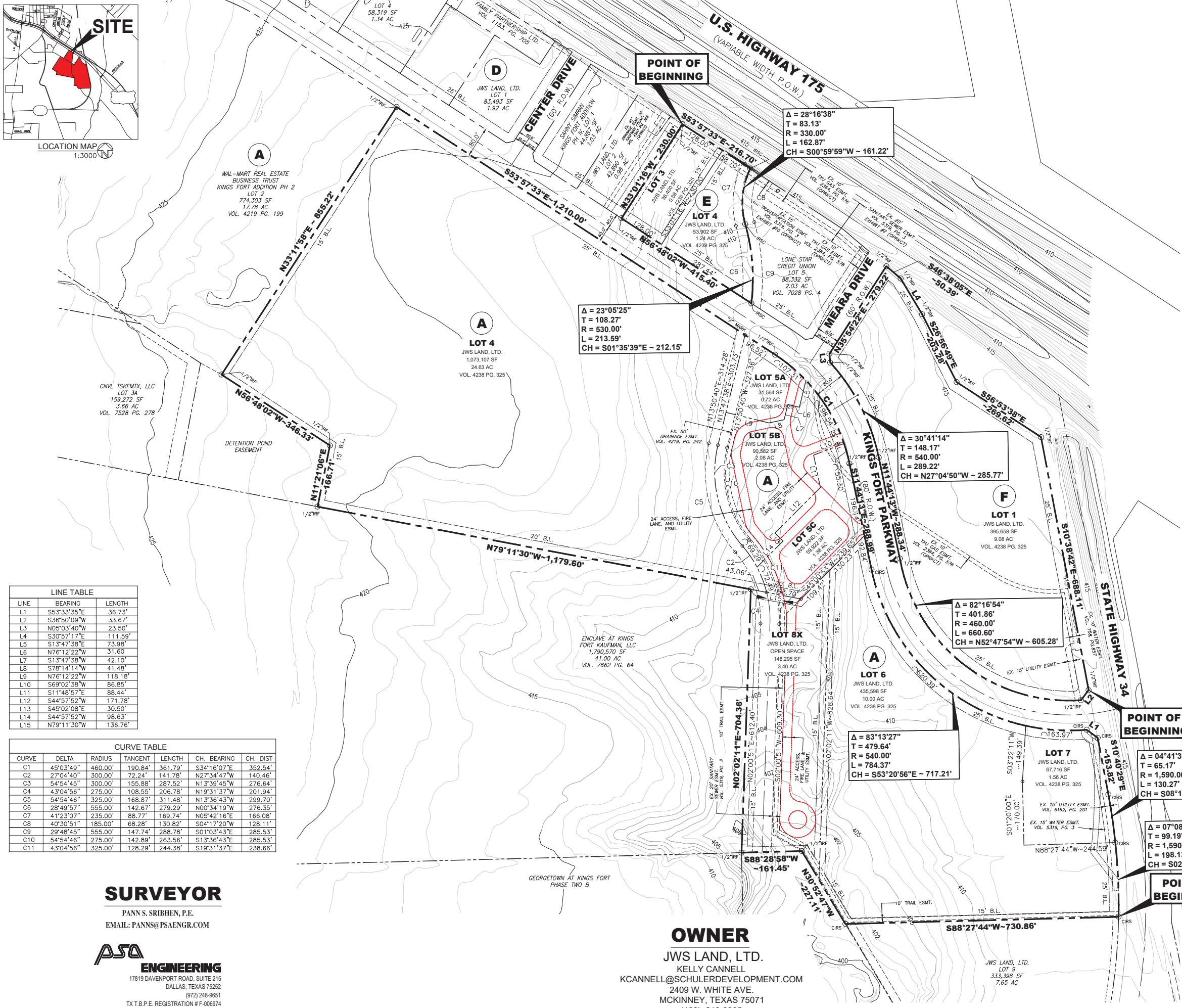
17819 DAVENPORT ROAD, SUITE 215
DALLAS, TEXAS 75252
(972) 248-9651
TX T.B.P.E. REGISTRATION # F-006974
T.B.P.L.S. FIRM REGISTRATION # 100433

OWNER

JWS LAND, LTD.
KELLY CANNELL
KCANNELL@SCHULERDEVELOPMENT.COM
2409 W. WHITE AVE.
MCKINNEY, TEXAS 75071
(469) 213-3005

PRELIMINARY PLAT KINGS FORT ADDITION

LOTS 4, 5A, 5B, 5C, 6, 7, AND 8X, BLOCK A
LOTS 3 AND 4, BLOCK E
LOT 1, BLOCK F
54.97 ACRES
SITUATED IN THE
D. FALCON SURVEY, ABSTRACT NO. 151
CITY OF KAUFMAN
KAUFMAN COUNTY, TEXAS
8 NON-RESIDENTIAL LOTS, 1 MULTI-FAMILY RESIDENTIAL LOT, 1 OPEN SPACE LOT
JANUARY 11, 2023
SHEET 1 OF 2



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METES & BOUNDS DESCRIPTION (LOTS 4–8X, BLOCK A):

WHEREAS JWS Land, Ltd., is the owner of a 43.77 acre tract of land situated in the D. Falcon Survey, Abstract No. 151, City of Kaufman, Kaufman County, Texas, said tract being more particularly described as follows:

POINT OF BEGINNING at a capped iron rod set along the west right-of-way line of State Highway 34 and the northeast corner of Lot 9, Block A of Kings Fort Addition.

THENCE S 88°27'44" W, a distance of 730.86 feet to a capped iron rod set for a corner;

THENCE N 30°52'47" W, a distance of 227.11 feet to a 1/2 inch iron rod found for a corner;

THENCE S 88°28'58" W, a distance of 161.45 feet to a 1/2 inch iron rod found for a corner;

THENCE N 02°02'11" E, a distance of 704.36 feet to a 1/2 inch iron rod found for a corner;

THENCE N 79°11'30" W, a distance of 1,179.60 feet to a 1/2 inch iron rod found for a corner, same corner also being the southeast corner of Lot 2 Block A of said Kings Fort Addition;

THENCE N 11°21'06" E, a distance of 166.71 feet to a 1/2 inch iron rod found for a corner;

THENCE N 56°48'02" W, a distance of 346.33 feet to a 1/2 inch iron rod found for a corner;

THENCE N 33°11'58" E, a distance of 855.22 feet to a 1/2 inch iron rod found for a corner, same corner also being the northeast corner of Lot 2 Block A of said Kings Fort Addition;

THENCE S 53°57'33" E, a distance of 1,210.00 feet to a 1/2 inch iron rod found at the intersection between the west right-of-way line of Kings Fort Parkway and center line of a 50 feet wide drainage easement, as recorded in Volume 4219 Page 242 in the Official Public Records of Kaufman County, Texas;

THENCE continuing along the curve to the right with a chord bearing of S 34°16'07" E and a chord distance of 352.54 feet with a delta of 45° 03' 49", a curve radius of 460 feet, a tangent of 190.84 feet, and a curve length of 361.79 feet to a 1/2 inch iron rod found for a corner;

THENCE S 11°44'13" E, a distance of 288.99 feet to a 1/2 inch iron rod found for a corner;

THENCE along a curve to the left with a chord bearing of S 53°20'56" E, a chord distance of 717.21 feet, a delta of 83°13'27", a radius of 540 feet, a tangent of 479.64 feet, and a curve length of 784.37 feet to a capped iron rod set for a corner;

THENCE S 53°33'35" E, a distance of 36.73 feet to a capped iron rod set at the intersection of the south right-of-way line of said Kings Fort Parkway and west right-of-way line of said State Highway 34;

THENCE S 10°40'29" E, a distance of 153.82 feet to a capped iron rod set for a corner;

THENCE along a curve to the right with a chord bearing of S 08°13'36" E, a chord distance of 130.23 feet, a delta of 04°41'39", a radius of 1,590.00 feet, a tangent of 65.17 feet, and a curve length of 130.27 feet to a capped iron rod set for a corner;

THENCE continuing along the curve to the right with a chord bearing of S 02°31'28" E, a chord distance of 198.00 feet, a delta of 07°08'23", a radius of 1,590.00 feet, a tangent of 99.19 feet, and a curve length of 198.13 feet to the POINT OF BEGINNING, and containing 1,906,828 square feet or 43.77 acres of land, more or less.

METES & BOUNDS DESCRIPTION (LOTS 3 & 4, BLOCK E):

WHEREAS JWS Land, Ltd., is the owner of a 2.12 acre tract of land situated in the D. Falcon Survey, Abstract No. 151, City of Kaufman, Kaufman County, Texas, said tract being more particularly described as follows:

BEGINNING at an 1/2 iron rod found between the south right-of-way line of US Highway 175 and the northeast corner of Lot 2, Block E of King Forts Addition;

THENCE S 53°57'33" E, a distance of 216.70 feet to a 5/8 inch iron rod with a yellow cap stamped "RPLS 3963" found for a corner;

THENCE on a curve to the left along the center line of said drainage easement, having a chord bearing of S 00°59'59" W, a chord distance of 161.22 feet, a delta of 28°16'38", a radius of 330.00 feet, a tangent of 83.13 feet, and a curve length of 162.87 feet to a 5/8 inch iron rod with a yellow cap stamped "RPLS 3963" found for a corner;

THENCE continuing along the curve to the right with a chord bearing of S 01°35'39" E, a chord distance of 212.15 feet, a delta of 23°05'25", a radius of 530.00 feet, a tangent of 108.27 feet, and a curve length of 213.59 feet to a 5/8 inch iron rod with a yellow cap stamped "RPLS 3963" found at the intersection of Kings Fort Parkway's north right-of-way line and the center line of a 50 feet wide drainage easement, as recorded in Volume 4219 Page 242 in the Official Public Records of Kaufman County, Texas;

THENCE N 56°48'02" W, a distance of 415.40 feet to a 1/2 inch iron found for a corner;

THENCE N 33°01'16" W, a distance of 230.00 feet to the POINT OF BEGINNING, and containing 92,302 square feet or 2.12 acres of land, more or less.

METES & BOUNDS DESCRIPTION (LOT 1, BLOCK F):

WHEREAS JWS Land, Ltd., is the owner of a 9.08 acre tract of land situated in the D. Falcon Survey, Abstract No. 151, City of Kaufman, Kaufman County, Texas, said tract being more particularly described as follows:

BEGINNING at an 1/2 inch iron rod found between the west right-of-way line of State Highway 34 and the north right-of-way line of Kings Fort Parkway;

THENCE S 36°50'09" W, a distance of 33.67 feet to a 1/2 inch iron found for a corner;

THENCE on a curve to the right along the said north right-of-way line of Kings Fort Parkway, having a chord bearing of N 52°47'54" W, a chord distance of 605.28 feet, a delta of 82°16'54", a radius of 460.00 feet, a tangent of 401.86 feet, and a curve length of 660.60 feet to a 1/2 inch iron rod found for corner;

THENCE N 11°44'13" W, a distance of 288.34 feet to a 1/2 inch iron found for a corner;

THENCE continuing along the curve to the left with a chord bearing of N 27°04'50" W, a chord distance of 285.77 feet, a delta of 30°41'14", a radius of 540.00 feet, a tangent of 148.17 feet, and a curve length of 289.22 feet to a 1/2 inch iron rod found at the intersection of Kings Fort Parkway's north right-of-way line and the southeast right-of-way line of Meara Drive;

THENCE N 05°03'40" W, a distance of 23.50 feet to a 1/2 inch iron found for a corner;

THENCE N 35°54'22" E, a distance of 279.22 feet to a 1/2 inch iron found for a corner, same being the northwest corner of said Lot 1 Block F, and along the south right-of-way line of US Highway 175;

THENCE S 46°38'05" E, a distance of 50.39 feet to a 1/2 inch iron found for a corner;

THENCE S 30°57'17" E, a distance of 111.59 feet to a 1/2 inch iron found for a corner;

THENCE S 26°56'49" E, a distance of 203.28 feet to a 1/2 inch iron found for a corner;

THENCE S 56°53'38" E, a distance of 269.62 feet to a 1/2 inch iron found for a corner, same being the northeast corner of said Lot 1 Block F of said Kings Fort Addition;

THENCE S 10°38'42" E, a distance of 688.11 feet to the POINT OF BEGINNING, and containing 395,364 square feet or 9.08 acres of land, more or less.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That Kelly Cannell, president, acting herein by and through her duly authorized officers, does hereby adopt this plat designating the herein above described property as Lots 4, 5A, 5B, 5C, 6, 7, and 8X, Block A, Lots 3 and 4, Block E. and Lot 1, Block F, Kings Fort Addition, an addition to the City of Kaufman, Texas, and does hereby dedicate, in a fee simple, to the public use forever, the streets, right-of-wayS and other public improvements shown thereon. The streets and alleys, if any, are dedicated for street purposes. The easements and public use areas, as shown, are dedicated, for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements, if approved by the City Council of the City of Kaufman. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Kaufman's use thereof. The City of Kaufman and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Kaufman and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone.

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

WITNESS, my hand, this the _____ day of _____, 20_____.

By: Kelly Cannell, President
JWS Land, Ltd.

STATE OF TEXAS,

COUNTY OF KAUFMAN,

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

Given upon my hand and seal of office, this _____ day of _____, 20_____.

Notary Public in and for the State of Texas

My Commission Expire on

SURVEY CERTIFICATE:

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

Pansak Sribhen
Registered Professional Land Surveyor No. 3576

STATE OF TEXAS

COUNTY OF KAUFMAN

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

Given upon my hand and seal of office, this _____ day of _____, 20_____.

Notary Public in and for the State of Texas

My Commission Expire on

NOTES:

1. Subject property is shown on the National Flood Insurance Program Flood Insurance Rate Map for Kaufman County, Texas, effective date: January 12, 2023. All of the subject property is not shown to be located in the flood plain area.

2. Basis of bearing from Texas State Plane Coordinate System, NAD 83 Ground scaled from grid at North 6895081.6033 East 2644930.7939 with a surface adjustment factor of 1.00010845.

3. NOTICE: Selling a portion of this addition by metes and bounds is a violation of City ordinance and State law and is subject to fines and withholding of utilities and building permits.

4. This plat does not alter or remove existing deed restrictions, if any, on this property.

5. The fire lane, access, and utility easement is for the use of Lots 4, 5A, 5B, 5C, 6, 7, and 8X of Block A, Lots 3 and 4 of Block E, and Lot 1 of Block F of Kings Fort Addition. No improvements shall be made, nor shall any obstructions be allowed to occur, that impede ingress or egress on the fire lane, access, and utility easement.

6. The fire lane, access, and utility easement shall be maintained by the property owners.

7. Fire Lane - That the undersigned does hereby covenant and agree that he (they) shall construct upon the fire lane easements, as dedicated and shown hereon, a hard surface and that he (they) shall maintain the same in a state of good repair at all times and keep the same free and clear of any structures, fences, trees, shrubs, or other improvements or obstructions, including but not limited to the parking of mother vehicles, trailers, boats or other impediments to the access of fire apparatus. The maintenance of paving on the fire lane easements is the responsibility of the owner, and the owner shall post and maintain appropriate signs in conspicuous places along such fire lanes, state "Fire Lane, Not Parking". The police or his duly authorized representative is hereby authorized to cause such fire lanes and utility easements to be maintained free and unobstructed at all times for fire department and emergency use.

8. Access Easements - The undersigned does covenant and agree that the Access Easement may be utilized by any person or the general public for ingress and egress to other real property, and for the purpose of General Public vehicular and pedestrian use and access, and for Fire Department and emergency use in, along upon and access said premises, with the right and privilege at all time of the City of Kaufman, its agents employees, workmen and representatives having ingress, egress in, along upon and access said premises.

9. Blocking the flow of water in drainage easements and filling or obstruction of drainage facilities or floodways with fencing, trees, bushes, structures, trash, debris, etc. is prohibited. Maintenance of drainage easements and drainage facilities will be the responsibility of the individual lot owners. The City of Kaufman will not be responsible for the maintenance and operation of said drainage easements or facilities or for the control of erosion. The City of Kaufman will not be responsible for any damage, personal injury, or loss of life or property occasioned by flooding or flooding conditions.

APPROVED BY: Planning and Zoning Commission
City of Kaufman

BY: _____ Date _____
Chairman

APPROVED BY: City Council
City of Kaufman

BY: _____ Date _____
Mayor

ATTEST: _____ Date _____
City Secretary

SURVEYOR

PANN S. SRIBHEN, P.E.
EMAIL: PANNS@PSAENGR.COM

PSA
ENGINEERING
17819 DAVENPORT ROAD, SUITE 215
DALLAS, TEXAS 75252
(972) 248-9651
TX T.B.P.E. REGISTRATION # F-006974
T.B.P.L.S. FIRM REGISTRATION # 100433

OWNER

JWS LAND, LTD.
KELLY CANNELL
KCANNELL@SCHULERDEVELOPMENT.COM
2409 W. WHITE AVE.
MCKINNEY, TEXAS 75071
(469) 213-3005

PRELIMINARY PLAT
KINGS FORT ADDITION

LOTS 4, 5A, 5B, 5C, 6, 7, AND 8X, BLOCK A
LOTS 3 AND 4, BLOCK E
LOT 1, BLOCK F
54.97 ACRES

SITUATED IN THE
D. FALCON SURVEY, ABSTRACT NO. 151
CITY OF KAUFMAN
KAUFMAN COUNTY, TEXAS

8 NON-RESIDENTIAL LOTS, 1 MULTI-FAMILY RESIDENTIAL LOT, 1 OPEN SPACE LOT
JANUARY 11, 2022
SHEET 2 OF 2

PLAN REVIEW

To: City of Kaufman
From: Philip C. Varughese, P.E.
Date: January 11, 2023
RE: **Kings Fort Block A, E & F – Preliminary Plat – Final**

Preliminary plat comments have been addressed and the plat can move forward for P&Z & Council approval.

Greenspot JC, LLC
155 2nd Street
Jersey City, NJ 07302
1/10/2023



Dear City of Kaufman ("the City"):

Re: Electric Vehicle Charging Services Site Host Partnership Agreement executed on 5/25/2022.

As part of the agreement referenced above, Greenspot applied on 6/15/2022 to the state's grant program, the Alternative Fueling Facilities Program (AFFP), led by Texas Emissions Reduction Plan (TERP) and the Texas Commission on Environmental Quality (TCEQ). We met the application deadline, however, they responded on 7/25/2022 stating that they received over 200 applications and that since it was competitive, it would not be awarded on a first come, first serve basis. We continued to follow-up every two weeks. They finally told us on 1/3/2023 that they were not awarding funding to this project.

The state's decision limits our ability to do a project of this scope at no cost to the City. We offered an alternative to decrease the scope of work to still install chargers at no cost. However, it has been mutually agreed by both parties to cancel the agreement, which is possible now with no obligations or penalty based on clause 17.8 – Agreement Subject to Grant.

Greenspot will continue to be a resource for the City, so do not hesitate to reach out with questions and/or assistance in the future.

Sincerely,

GREENSPOT JC, LLC

Joseph Desimone
Chief Operating Officer

By:  Date: 1/10/2023

City of Kaufman						
FY 23 Performance Measures						
Safe and Secure						
Provide superior fire, police and emergency services.						
	FY Goal	FY Q1	FY Q2	FY Q3	FY Q4	EOY
Fire Department						
Number of Fire calls	598	89	0	0	0	89
Number of EMS calls	1137	362	0	0	0	362
Number of Accident calls	405	44	0	0	0	44
Average Response Time	5 mins	2.19	0	0	0	2.19
Police Department						
Average Response Time	> 5 min.	5.14	0	0	0	5.14
Number of calls for service	6155	1566	0	0	0	1566
Number of offenses reported	420	77	0	0	0	77
Criminal Investigation Division						
Number of crimes against people reported	60	28	0	0	0	28
Number of property crimes reported	130	57	0	0	0	57
Number of crimes against society reported	230	79	0	0	0	79
Number of criminal cases assigned	575	144	0	0	0	144
Number of criminal cases filed with the District Attorney's Office	550	105	0	0	0	105
Number of criminal cases filed with the Municipal Court	180	64	0	0	0	64
Animal Control						
Number of calls for service	625	164	0	0	0	164
Number of corrective action taken	100	20	0	0	0	20
Number of animals recovered	200	49	0	0	0	49
Number of animals turned to Humane Society	200	33	0	0	0	33
Increase citizen awareness and involvement in public safety.						
	FY Goal	FY Q1	FY Q2	FY Q3	FY Q4	EOY
Fire Department						
Number of KFD Facebook Posts	120	57	0	0	0	57
Number of KFD Facebook followers	10500	10188	0	0	0	0
Number of Public Fire Education Programs	12	3	0	0	0	3
Emergency Management						
Increase number of CivicReady users	3200	3115	0	0	0	3115
Number of CivicReady messages	10	2	0	0	0	2
Police Department						
Number of KPD Facebook followers	11700	12325	0	0	0	0
Number of Business Crime Watch announcements	10	0	0	0	0	0
Number of Neighborhood Crime Watch Programs	4	4	0	0	0	4
Number of Community Group meetings	100	71	0	0	0	71
Improve data security						
	FY Goal	FY Q1	FY Q2	FY Q3	FY Q4	EOY
IT Department						
Number of employee complete HB mandated cyber security training	75	0	0	0	0	0

Smart, Business-Friendly Economic Development						
Create effective working relationships with businesses and developers.						
	FY Goal	FY Q1	FY Q2	FY Q3	FY Q4	EOY
Development Services						
Number of cases at internal DRC meetings	60	9	0	0	0	9
Number of Pre-Development meetings with developers	40	16	0	0	0	16
KEDC						
Number of visits with prospective businesses or real estate contacts	40	10	0	0	0	10
Number of broker events or trade shows attended	4	2	0	0	0	2
Number of visits with existing property owners	8	4	0	0	0	4
Retain/Expand existing businesses.						
	FY Goal	FY Q1	FY Q2	FY Q3	FY Q4	EOY
KEDC						
Number of visits with existing businesses	18	2	0	0	0	2
Number of recognized Businesses of the Month	12	3	0	0	0	3
Number of business retention events attended	12	3	0	0	0	3
Promote new business opportunities.						
	FY Goal	FY Q1	FY Q2	FY Q3	FY Q4	EOY
Administration						
Number of Economic Incentive agreements approved	4	0	0	0	0	0
KEDC						
Number of prospect lead responses	12	8	0	0	0	8
Number of new economic incentive agreements approved	4	3	0	0	0	3

Strong Partnerships and Community Involvement						
Create a positive regional identity.						
	FY Goal	FY Q1	FY Q2	FY Q3	FY Q4	EOY
Administration						
Number of press releases to the paper regarding activities and positive events.	4	2	0	0	0	2
Number of promotions of Kaufman's events	20	19	0	0	0	19
Number of promotions of Kaufman Square	10	9	0	0	0	9
Forge collaborative relationships with other government and public entities.						
	FY Goal	FY Q1	FY Q2	FY Q3	FY Q4	EOY
Administration						
Number of Kaufman County Leadership Council Meetings attended	12	4	0	0	0	4
Number of Kaufman County Communications Coalition meetings attended	12	0	0	0	0	0
Development Services						
Number of meetings with intergovernmental and franchise utility partners	12	9	0	0	0	9
KEDC						
Number of meetings with intergovernmental and franchise utility partners	8	8	0	0	0	8
Foster and support citizen volunteer opportunities.						
	FY Goal	FY Q1	FY Q2	FY Q3	FY Q4	EOY
Administration						
Number of volunteers	20	20	0	0	0	20
Fire Department						
Number of Active Volunteer Firefighters	25	25	0	0	0	25

Healthy and Environmentally Conscious Community						
Promote recreational/active lifestyle opportunities.						
	FY Goal	FY Q1	FY Q2	FY Q3	FY Q4	EOY
Parks and Recreation						
Number of Park Facility Rentals (pavillions, tennis court, etc.)	100	18	0	0	0	18
Number of baseball participants	700	178	0	0	0	178
Number of soccer participants	700	212	0	0	0	212
Development Services						
Number of meetings regarding future park developments	12	1	0	0	0	1
Improve property maintenance standards and code enforcement.						
	FY Goal	FY Q1	FY Q2	FY Q3	FY Q4	EOY
Police Department- Code Enforcement						
Number of pro-active cases opened	400	20	0	0	0	20
Number of NEAT Program initiated	2	0	0	0	0	0
Develop/enhance environmental and sustainability standards/programs.						
	FY Goal	FY Q1	FY Q2	FY Q3	FY Q4	EOY
Public Works						
Water loss less than 20%	12%	639,600	-	-	-	639,600
Development Services						
Number of bi-annual health inspections	200	48	0	0	0	48
Number of health inspections – temporary events	20	12	0	0	0	12
Total number of building permits issued	800	196	0	0	0	196
Total number of building plan reviews conducted	500	138	0	0	0	138
Total number of building inspections conducted within 24 hours of being requested	100%	462	0	0	0	462

Financial and Operational Stewardship						
Develop, recognize and retain quality staff.						
	FY Goal	FY Q1	FY Q2	FY Q3	FY Q4	EOY
Administration - HR						
Employee turnover less than 15%	<15%	1.04%	0.00%	0.00%	0.00%	1.04%
Number of employee engagement events	≥4	2	0	0	0	2
Number of HR/Safety Trainings	≥4	3	0	0	0	3
Implement strong financial management standards.						
	FY Goal	FY Q1	FY Q2	FY Q3	FY Q4	EOY
Finance						
Maintain fund balance reserves in excess of city policy (minimum of 90 days)	25%+	22%	0	0	0	22%
Maintain Achievement of GFOA's Certificate of Achievement for Excellence in Financial Reporting Annually	100%	1	0	0	0	1
Maintain Achievement of GFOA's Distinguished Budget Presentation Award Annually	100%	0	0	0	0	0
Improve effectiveness and efficiency of operational processes.						
	FY Goal	FY Q1	FY Q2	FY Q3	FY Q4	EOY
Administration						
Quarterly Budget review	4	1	0	0	0	1
Finance						
Percentage of Payments, Adjustments, & new warrant cases sent to Collection Agency monthly	100%	94%	0%	0%	0%	94%
Percentage of warrants issued after FTA for Final Notice of court date after 60 days	100%	93%	0%	0%	0%	93%
Issue FTA notice within 10 days of court date	100%	86%	0%	0%	0%	86%
Maintain/Improve infrastructure and assets.						
	FY Goal	FY Q1	FY Q2	FY Q3	FY Q4	EOY
Finance						
Percentage of fund reviews and reconciliations completed prior month by the 25th day of the current month	100%	100%	0%	0%	0%	100%
Public Works						
Number of Linear feet of street repairs	6,000	317	0	0	0	317
Number of Linear feet of water line replaced	189	56	0	0	0	56
Number of water leaks repaired	229	28	0	0	0	28
Provide cost effective services.						
	FY Goal	FY Q1	FY Q2	FY Q3	FY Q4	EOY
Finance						
Percentage of E-Bill customers to paper statement billed customers	15%+	15%	0%	0%	0%	15%

Deliver responsive, professional customer service.						
	FY Goal	FY Q1	FY Q2	FY Q3	FY Q4	EOY
Administration						
Number of Customer Complaints	0	0	0	0	0	0
Finance						
Percentage of ACH payments to total accounts payable	50%+	52%	0%	0%	0%	52%
Percentage of invoices paid within 30 days from invoice date	100%	98%	0%	0%	0%	98%
Utility billing accuracy	98%+	99%	0%	0%	0%	99%
Percentage of Automatic draft customers/total customers	20%+	20%	0%	0%	0%	20%
Fire Department						
Number of Citizen complaints	0	0	0	0	0	0
Number of outside commendations	2	1	0	0	0	1
Police Department						
Number of Police Citizen Complaints	0	1	0	0	0	1
Number of IA Investigations	0	1	0	0	0	1
Number of IA Investigations (Unfounded)	0	1	0	0	0	1
Number of IA Investigations (Sustained)	0	0	0	0	0	0
Public Works						
Number of street maintenance calls	356	23	0	0	0	23
Number of utility related service calls	3984	976	0	0	0	976
Number of written Citizen complaints	4	2	0	0	0	2
Development Services						
Percentage of plats considered by P&Z or administratively approved by staff within 30 days	100%	100% (9)	0	0	0	1
Percentage of zoning, SUP, or site plans considered by P&Z within 60 days	100%	100% (4)	0	0	0	1
Percentage of contractor registration approval process < or = to 3 days.	100%	100% (100)	0	0	0	1
Percentage of single family & duplex permit plan review < or = 15 working days.	100%	100% (38)	0	0	0	1
Percentage of commercial permit plan review < or = 30 working days.	100%	100% (4)	0	0	0	1
Percentage of home improvement incentive program initial request review in < or = 10 working days.	100%	100% (0)	0%	0%	0%	100%
Number of information requests responded to	400	150	0	0	0	150
Average response time on request	100%	100%	0%	0%	0%	100%

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 under construction	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	Ground breaking occurred 10/22	2,3,4
Subdivision Ordinance Update	Development Serv	1/27/2020	10/23/2018	In progress	5
Citizens Academy	Admin/Public Safety		11/27/2018	Planning Phase	1,3
Fire Department Facility Improvements	Admin/Public Safety			Drainage improvements completed	1,2,5
Summer Youth Program	Admin/Parks	TBD	7/16/2019	COVID Postponement	1,3,4
City Lakes Emer Action Plan	Public Works	TBD	8/7/2019		5
Disc Golf Course	Admin/PW	TBD	8/23/2019	TPWD Grant Awarded	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	TPWD Grant Awarded	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/Exploring Grant Opportunities	2,3,4,5
Website Update	Admin		1/26/2021	Planning Phase- kick off meeting on 1/30/2023	2,3
Street Maintenance Program	Public Works		1/29/2021	Budget Approved, Phase 1 & 2 complete. Start Phase 3.	2,4,5
Storm Drainage Projects	Public Works		1/29/2021	Phase 2 Under Construction	2,4,5
North & South Water Tower Rehab	Public Works		1/29/2021	South Tower Rehab Completed	4,5
Body Cameras	PD		2/2/2021	PO Issued	1,3,5
Annual Report	Admin		2/24/2021	Planning Phase	3
Shannon Park Updates	Admin/PW	4/26/2021	4/26/2021	Contract Awarded 042522	3,4,5
Inclusive Park	Admin/PW		4/29/2021	TPWD Grant Awarded	3,4,5
Connector Road	Admin		4/29/2021	County has project under design	2,3,5
AMI	Admin/PW		4/29/2021	Installation underway	4,5
High Speed Internet	Admin			Suddenlink live/CIP installing	2,3,5
Northeast Utility Project	Admin/PW		9/17/2021	Developer's agreements approved	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	Property sold and closed 12/29/22	4
Kings Fort Park	PW/Admin		7/27/2022	Grant Application Submitted 08/01/22	3,4,5
Hike & Bike Trail	Admin		7/27/2022	Master Concept Plan & First Segment complete	3,4,5
Sports Complex Football Fields/Lighting/Sha	PW/Admin		9/23/2022	Installation underway	3,4
Downtown Square Landscape Update	PW/Admin		9/23/2022	Notice to Proceed for January 3, 2023	3,4

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	01/28/2019 02/25/2019	1/21/2019	Complete 02/25/2019	
Realtor PID Training	Admin	NA		Complete 4/23/2019	
Fee Schedule Update	Development Serv		6/4/2019	Approved by Council	
Bureau Veritas Contract Update	Development Serv		6/4/2019	Approved by Council	
Park Master Plan Update	Parks & Rec	8/5/2019	10/23/2018	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
Recodification of City Ordinances	Admin	11/13/2018	10/23/2018	Franklin Review	5
Kaufman Estates	PW/Admin	10/28/2019		No Action	5
Sports Complex Parking Lot Paving	PW/Admin	4/25/2022	4/26/2022	Completed	4
Digital Gateway Signage	Admin	TBD	8/17/2020	Could not get an approved site	2,3

January 11, 2023

To: City of Kaufman

From: Ashley Berryhill, Finance Director

Re: December 2022 -Kaufman (City) STARNow Ridership Report

TRIP INFORMATION:

	S	O	N	D	J	F	M	A	M	J	J	A	TOTAL
TRIPS	58	48	28	34									168
SERVICE DAYS	21	21	20	20									82
DAILY AVERAGE	2.8	2.3	1.4	1.7									8.1

Ridership KPIs

Download

Completed Boardings	Avg. Boardings Per Service Hr.	Boarding Cancellations	Boarding Cancellations (No-Show)	Cancellation Percentage	Cancellation Percentage (No Show)	Total Requests
34	0.14	15	6	30.61 %	12.24 %	49
Completed Requests	No Drivers Available Requests	Request Cancellations	Request Cancellations (No Show)	Avg. # of Requests per Rider	Avg. Travel Duration	Avg. Travel Distance
34	0	15	6	3.4	9.2 min	2.14 mi
Mean Wait Time	Median Wait Time	Bookings from Admin Panel	Bookings from Rider Mobile App	Bookings from Rider Web	Flag Down Bookings	Avg. # Riders per Request
77.57 min	20.38 min	91.18 %	8.82 %	0 %	0 %	1

Response Summary:

	Responses	Transports	Exceptions	Compliance %	Transport %
Priority 1 <8:59	43	34	6	86%	79%
Priority 2 <11:59	72	47	3	96%	65%
Priority 3 <14:59	14	9	0	100%	64%
Emergency Transfers<0:29:59	65	63	39	40%	97%
Non-Emergency Transfers<0:15	42	41	20	52%	98%
Helicopter	8	8			
Totals	244	202		93.00%	69.54%

Transport Summary:

	Number	Percentage
Baylor Scott and White Dallas	3	2%
Baylor Scott and White Sunnyvale	6	3%
Baylor Scott and White Lakepointe Rowlett	2	1%
Baylor Scott and White Lakepointe Forney	1	1%
Childrens Medical Center	5	3%
Dallas Regional Medical Center	6	3%
Medical City Dallas	0	0%
Parkland	1	1%
Texas Health-Dallas	45	23%
Texas Health- Kaufman	62	32%
Texas Health -Plano	1	1%
Texas Health-Rockwall	2	1%
UT Health- Athens	1	1%
UT Health- Tyler	1	1%
UT Health- Cedar Creek	0	0%
VA Medical Center Dallas	0	0%
Other Hospitals	24	12%
Nursing home, residence, other	34	18%
	194	100%

Patient Refusal/Treat No Transport
Pt is DOS
Cancellation- No Patient

Number	% of Total
19	45%
2	5%
21	50%
42	100%

Average Response Time
City Wide--Emergency Calls

0:06:53

	Responses	Exceptions	
Last 100 Calls			
Priority 1	100	12	88%
Priority 2	100	5	95%
Priority 3	100	8	92%



KAUFMAN FIRE DEPARTMENT MONTHLY DASHBOARD REPORT DECEMBER 2022



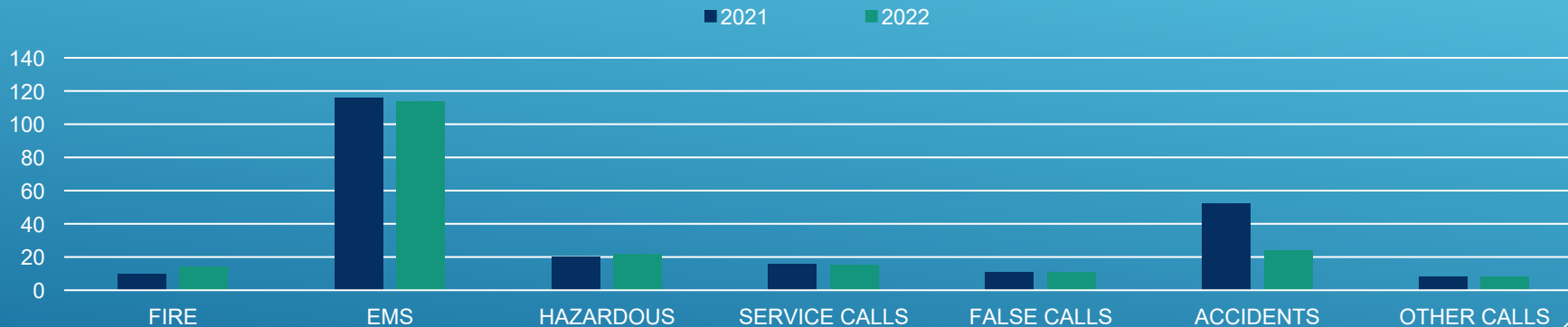


FIRE DECEMBER 2022 ACTIVITY

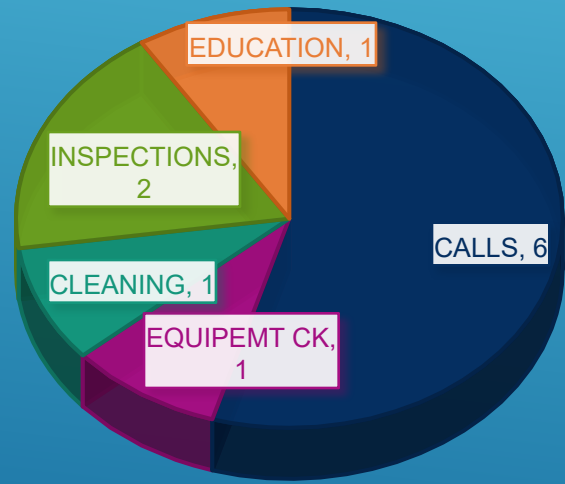
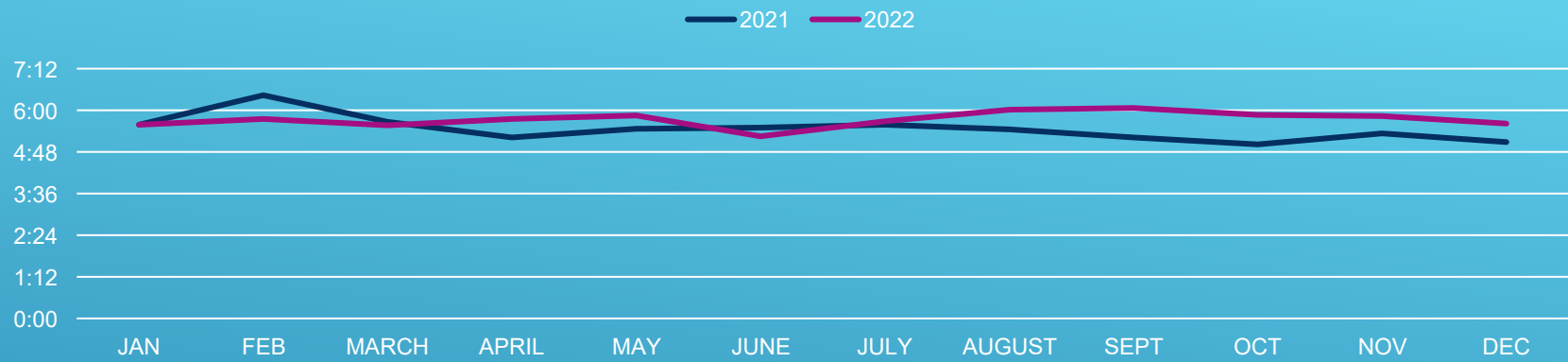
	2021 DEC	2022 DEC	MONTHLY INCREASE	FISCAL YTD OCT.21 TO DEC 21	FISCAL YTD OCT.22 TO DEC 22	FISCAL YTD INCREASE
FIRE CALLS	10	14	40%	32	42	31%
RESCUE & EMERGENCY MEDICAL SERVICES	116	114	-2%	302	362	20%
HAZARDOUS CONDITIONS	20	22	10%	49	51	4%
SERVICE / GOOD INTENT CALLS	16	15	-6%	41	45	9%
FALSE ALARMS	11	11	0%	26	25	-4%
ACCIDENTS	52	24	-54%	140	94	-49%
OTHER INCIDENTS	8	8	0%	20	21	5%
TOTAL CALLS	233	208	-11%	610	640	5%



DECEMBER 2022

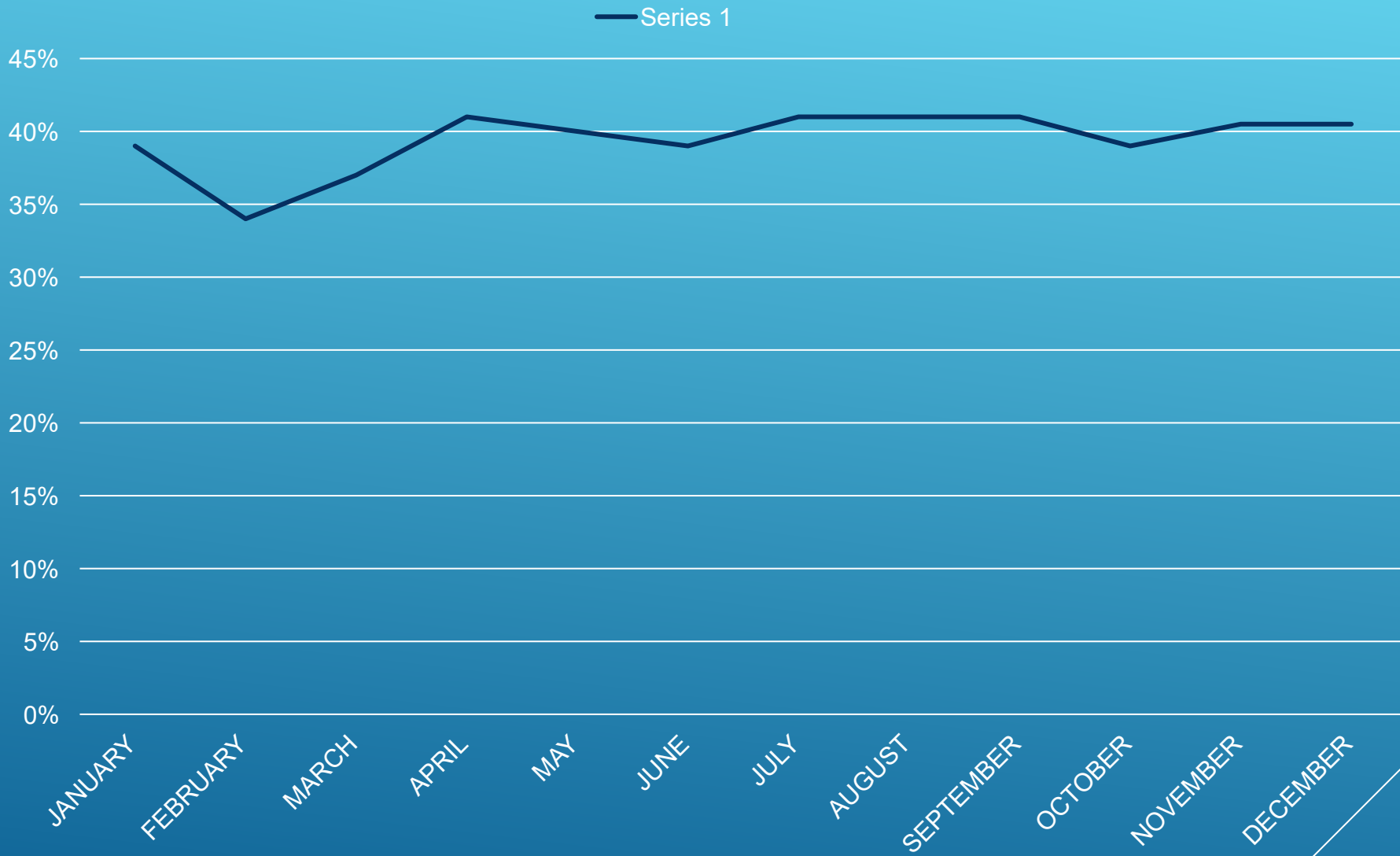


MONTHLY RESPONSE TIMES



SHIFT HOURLY UTILIZATION 41 %
NFPA NATIONAL STANDARDS 25% TO 30% MAXIMUM

MONTHLY HOURLY UTILIZATION



DECEMBER PREVENTION REVIEW

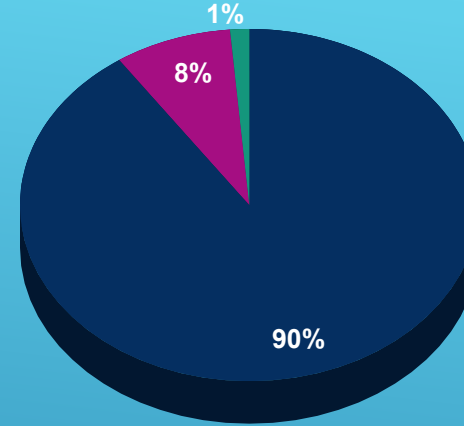
3 DEVELOPMENT PLANS REVIEWED

CONDUCTED 17 FIRE SAFETY
INSPECTIONS

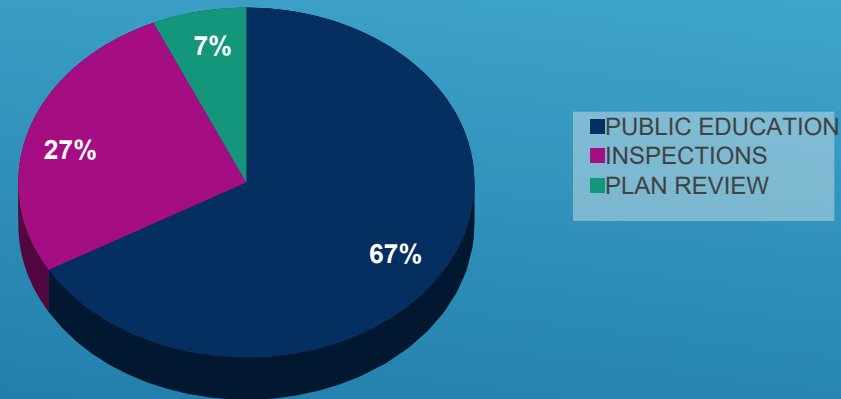
PERFORMED 1 CONSTRUCTION
SITE FIRE SPRINKLER HYDRO
TESTS

PASSED OUT FIRE PREVENTION
MATERIALS TO APPROX. 2400
CITIZENS

YEARLY 2022



DECEMBER 2022



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PERSONNEL CONTINUING EDUCATION

FIRE

SCBA SAFETY

EMS

PROTOCOL TEST

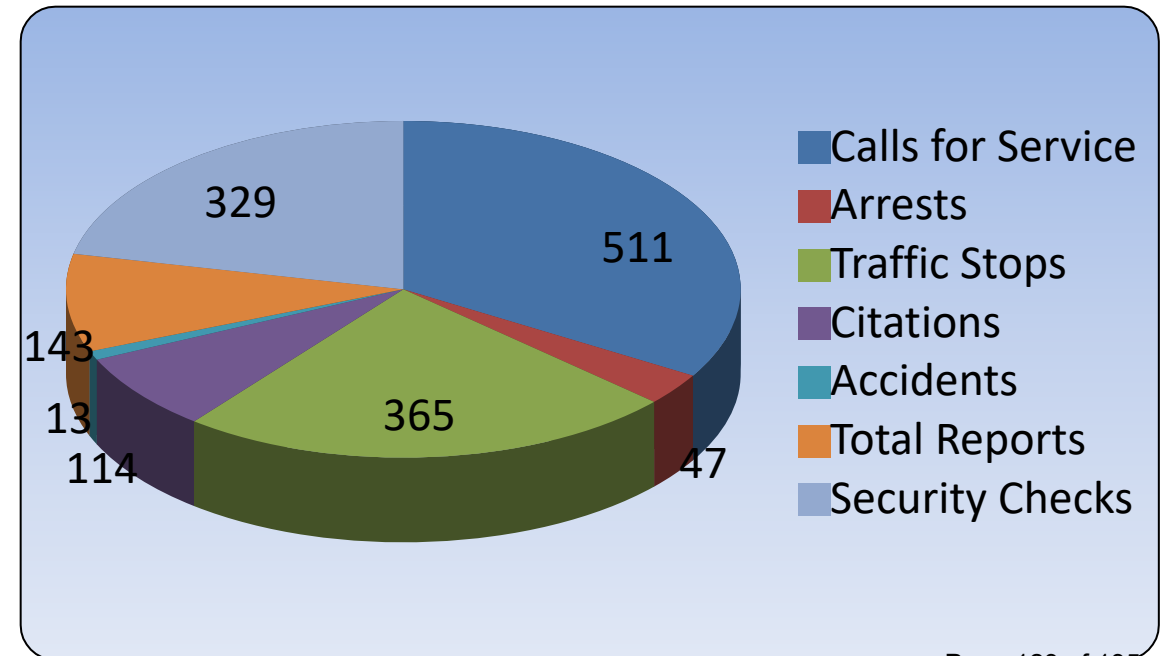
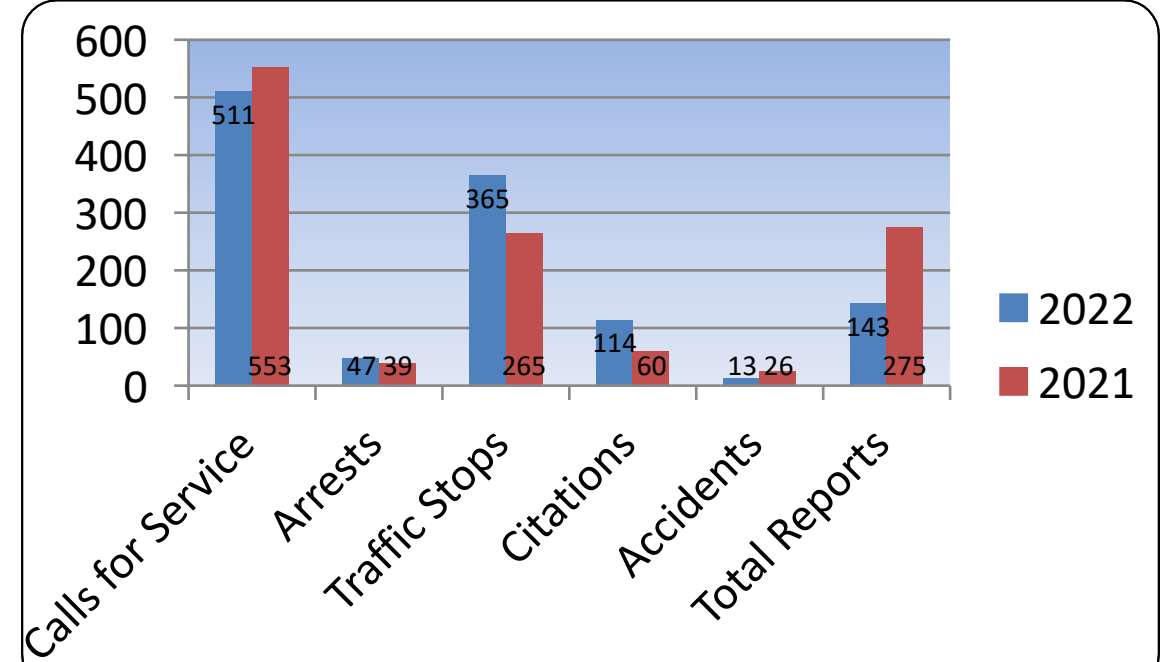


KAUFMAN POLICE DEPARTMENT

PATROL ACTIVITY DECEMBER 2022

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

- **511** Calls For Service, Including Accidents
- **13** Traffic Accidents
- Completed **329** Homes, Parks, & Business Checks
- Completed **365** Traffic Stops
- Completed **112** Incident Reports
- Made **47** Arrests
- Total reports: **143**
- Average monthly response time to calls is **5:18** minutes.



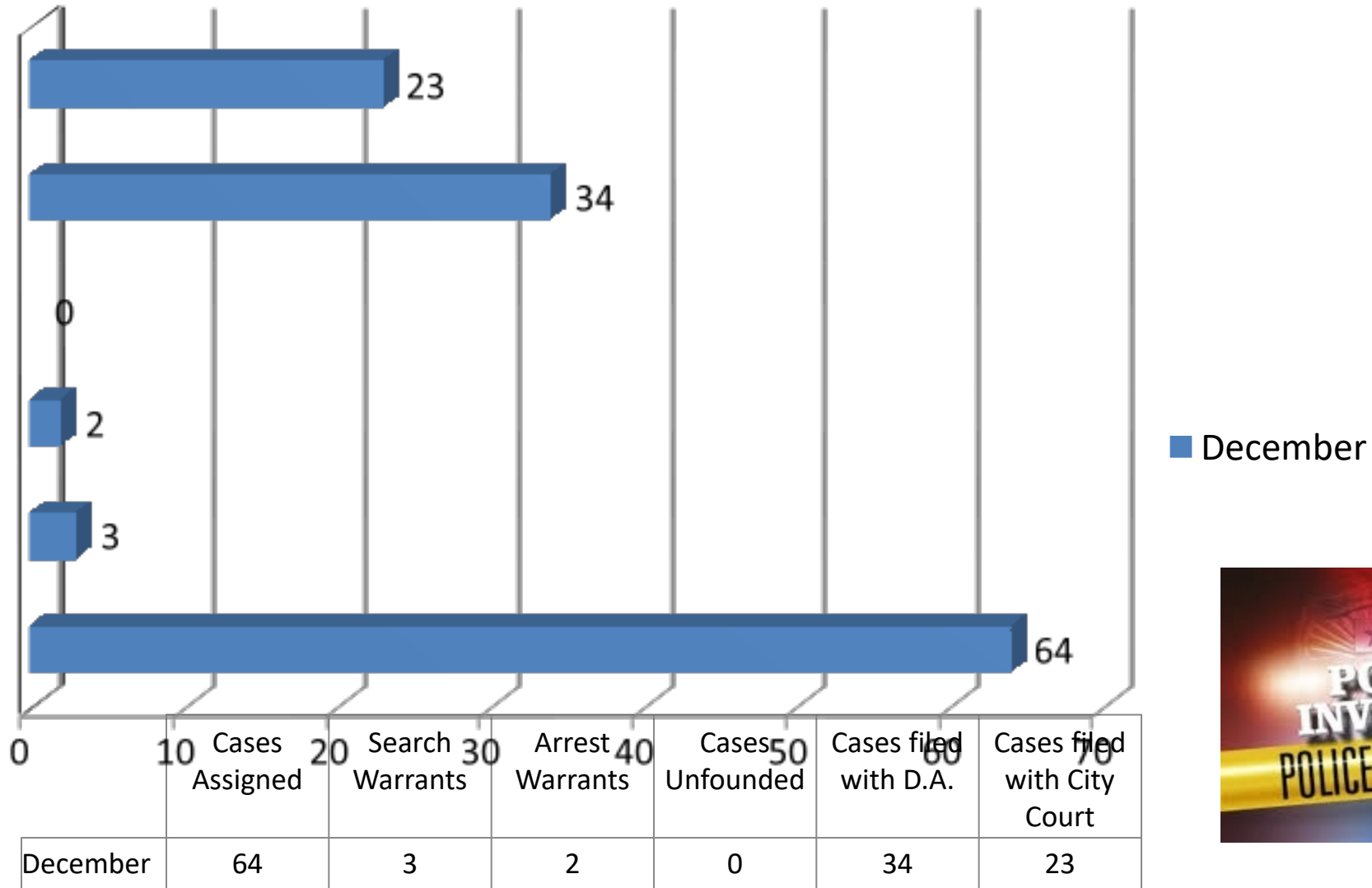
Community Engagement December 2022

Social Media Posts, Facebook Followers 12,325

Events attended by Kaufman Police Department employees:

- Posted and worked Major Accident Hwy 175& Hwy 243.
- Shared City Hall Notice of Christmas on the Square occurring on Saturday, December 03, 2022.
- Posted notice of road closures due to City of Kaufman Lighted Christmas Parade.
- The Kaufman Police Department worked the Kaufman Lighted Christmas Parade and Christmas on the square.
- Posted a list of Simple Holiday Safety Tips.
- Shared City of Kaufman post of Officer receiving the toys donated during a toy drive to NCS baseball tournament.
- Shared Tornado Watch notice from the National Weather Service.
- Shared a driving safety tip about not speeding.
- Shared Kaufman County Crime Stoppers notice of a person of interest.
- Shared notice of freezing from the National Weather Service.
- Shared notice of the Gift of Hope event.
- Shared notice of hard freeze, and to protect your pipes.



Kaufman Criminal Investigations Division
December 2022

KAUFMAN POLICE DEPARTMENT

DECEMBER 2022



Year to Date - Offenses Known to Police for December 2022

Printed On: 1/11/2023

Agency: TX1290200 - KAUFMAN PD

Page 1 of 2

Classification of Offenses	Offenses Reported	Offenses Cleared	Projected Rate/1000	Last YTD Reported	Percent Change
Animal Cruelty, Total					-
Arson, Total				1	-100.00%
Assault Offenses, Total	53	33	6.02	56	-5.36%
Aggravated Assault	19	11	2.16	14	35.71%
Intimidation				2	-100.00%
Simple Assault	34	22	3.86	40	-15.00%
Bribery, Total					-
Burglary/Breaking and Entering, Total	4	1	0.45	10	-60.00%
Counterfeiting/Forgery, Total	2		0.23	3	-33.33%
Destruction/Damage/Vandalism of Property, Total	17	1	1.93	17	0.00%
Drug/Narcotic Offenses, Total	184	176	20.90	168	9.52%
Drug Equipment Violations	69	68	7.84	36	91.67%
Drug/Narcotic Violations	115	108	13.06	132	-12.88%
Embezzlement, Total	2		0.23	1	100.00%
Extortion/Blackmail, Total	1		0.11		-
Fraud Offenses, Total	3	2	0.34	10	-70.00%
False Pretense/Swindle/Confidence Game					-
Credit Card/Automatic Teller Machine Fraud				2	-100.00%
Welfare Fraud					-
Wire Fraud					-
Hacking/Computer Invasion					-
Identity Theft					-
Impersonation	3	2	0.34	8	-62.50%
Gambling Offenses, Total					-
Betting/Wagering					-
Operating/Promoting/Assisting Gambling					-
Sports Tampering					-
Gambling Equipment Violations					-
Homicide Offenses, Total				1	-100.00%
Murder and Nonnegligent Manslaughter					-
Negligent Manslaughter				1	-100.00%
Human Trafficking, Total					-
Human Trafficking, Commercial Sex Acts					-
Human Trafficking, Involuntary Servitude					-
Kidnapping/Abduction, Total	3	1	0.34	1	200.00%
Larceny/Theft Offenses, Total	53	5	6.02	77	-31.17%
Motor Vehicle Theft, Total	5	4	0.57	10	-50.00%



Year to Date - Offenses Known to Police for December 2022

Printed On: 1/11/2023

Agency: TX1290200 - KAUFMAN PD

Page 2 of 2

Classification of Offenses	Offenses Reported	Offenses Cleared	Projected Rate/1000	Last YTD Reported	Percent Change
Pornography/Obscene Material, Total	5		0.57		-
Prostitution Offenses, Total					-
Assisting or Promoting Prostitution					-
Prostitution					-
Purchasing Prostitution					-
Robbery, Total	3	1	0.34		-
Sex Offenses, Total	9	2	1.02	6	50.00%
Fondling	5	2	0.57	4	25.00%
Rape	1		0.11	2	-50.00%
Sexual Assault with an Object	3		0.34		-
Sodomy					-
Sex Offenses, Non-Forcible, Total					-
Statutory Rape					-
Incest					-
Stolen Property Offenses, Total	2	1	0.23	5	-60.00%
Weapons Law Violations, Total	7	7	0.80	11	-36.36%
Group A Offense, Total	353	234	40.10	377	-6.37%
Crimes Against Person, Total	65	36	7.38	64	1.56%
Crimes Against Property, Total	92	15	10.45	134	-31.34%
Crimes Against Society, Total	196	183	22.26	179	9.50%
Officers Killed or Assaulted YTD	4			1	300.00%

KAUFMAN POLICE DEPARTMENT ANIMAL CONTROL REPORT DECEMBER 2022

December 2022, Kaufman Animal Control Responded To-

- 59 Calls For Service
- 5 Follow-up Calls
- Warnings Issued – 5
- Citations Issued – 1
- Traps Set – 0 (Due to cold weather)

Domestic Animals Captured

On Calls – 21

On View – 1

Animals Turned Over

Owner – 4

To Humane Society – 15

Dead Animals Recovered: - 0

Non-Domestic Animals Captured – 0





Development Services
December Monthly Report
Permits Issued: 12/01/2022-12/31/2022

Permit Title	Project Address	Credential Contacts	Permit Issued Date	Valuation	Project SQ. FT.	Total Fees Collected
Annual Food Permits	2235 S Washington St.	Dean Fannin (Business Manager)	12/13/2022 at 11:02 AM	\$0.00	0.00	\$1,150.00
Alcohol Beverage Permit	801 S Washington St.	Sharbaz Ali (Business Manager)	12/16/2022 at 3:07 PM	\$0.00		\$65.00
Alcohol Beverage Permit	1301 S Washington St.	Sanchez Miguel (Business Manager)	12/16/2022 at 3:42 PM	\$0.00		\$772.50
Sign Permit	201 Kings Fort Pkwy.	Tomas Eggers (Sign Contractor)	12/08/2022 at 9:33 AM	\$25,000.00		\$657.14
Sign Permit	201 Kings Fort Pkwy.	Tomas Eggers (Sign Contractor)	12/08/2022 at 9:27 AM	\$7,500.00		\$185.40
Solar Panel Permit	4106 Sublett Way	David Conrad (Electrical Contractor)	12/02/2022 at 3:01 PM	\$12,312.00		\$545.90
Plumbing Permit	3 Climbing Tree Ln.	Jeffrey Weaver (General Contractor)	12/12/2022 at 9:59 AM	\$11,800.00		\$3,191.00
Alcohol Beverage Permit	100 Kings Fort Pkwy., 109	Arbnor Kelmendi (Business Manager)	12/05/2022 at 4:42 PM	\$0.00		\$1,500.00
Alcohol Beverage Permit	2220 S Washington St.	Sharbaz Ali (Business Manager)	12/16/2022 at 3:17 PM	\$0.00		\$75.00
Alcohol Beverage Permit	2222 S Washington St.	Sharbaz Ali (Business Manager)	12/16/2022 at 3:23 PM	\$0.00		\$500.00
Foundation Repair	1314 Royal Dr.	Michael Kastrounis (Foundation Contractor)	12/08/2022 at 10:48 AM	\$9,000.00		\$82.40
Driveway, Parking Lot or Sidewalk Permit	3931 Holly Springs Ln.	Jamaine Parks (General Contractor)	12/30/2022 at 8:53 AM	\$13,000.00		\$117.01
Residential New Permit	1814 Pecan Valley Dr.	Justin Stephens (General Contractor)	12/13/2022 at 3:37 PM	\$326,990.00	2510.00	\$5,129.14
Residential New Permit	1835 Pecan Valley Dr.	Justin Stephens (General Contractor)	12/13/2022 at 3:42 PM	\$335,490.00	2510.00	\$5,129.14
Residential New Permit	1827 Pecan Valley Dr.	Justin Stephens (General Contractor)	12/13/2022 at 3:42 PM	\$326,990.00	2510.00	\$5,129.14
Residential New Permit	1502 Running Brooks Ct.	Justin Stephens (General Contractor)	12/13/2022 at 3:35 PM	\$392,990.00	3195.00	\$5,340.81
Residential New Permit	1508 Running Brooks Ct.	Justin Stephens (General Contractor)	12/13/2022 at 3:36 PM	\$330,990.00	2510.00	\$5,129.14
Residential New Permit	3829 Myrtle Way	Ruben Reyna (General Contractor)	12/06/2022 at 3:09 PM	\$359,000.00	7159.00	\$6,397.75
Residential New Permit	1607 Park St.	Daniel Carlos (General Contractor)	12/16/2022 at 10:38 AM	\$130,000.00	2069.00	\$7,997.79
Commercial Building Tenant Finish Out	209 W Mulberry St.	Christian Serrano (General Contractor)	12/14/2022 at 10:48 AM	\$26,000.00	1537.00	\$908.65
Plumbing Permit	1706 Rand Rd.	Michael Kretz (Plumbing Contractor)	12/05/2022 at 10:25 AM	\$300.00		\$82.40
Solar Panel Permit	103 Silver Ct.	Bryson Solomon (Electrical Contractor)	12/09/2022 at 9:53 AM	\$12,000.00		\$539.90
Demolition (R)	1600 Ola Rd.	Gerald Harris (General Contractor)	12/29/2022 at 11:28 AM	\$5,000.00		\$164.80
Fence Permit	507 N Jefferson St.	Fabricio Paniagua (General Contractor)	12/05/2022 at 2:09 PM	\$6,500.00		\$80.00
2023 Food Permits - Expires December 31, 2023 & must be posted where it can be seen by the public.	100 Kings Fort Pkwy., 109	Arbnor Kelmendi (Business Manager)	12/05/2022 at 4:47 PM	\$0.00		\$245.00
Roof (Repair or Replace)	1410 Crestview Dr.	Steven Crawford (Roof Contractor)	12/06/2022 at 10:01 AM	\$12,500.00		\$82.40
2023 Food Permits - Expires December 31, 2023 & must be posted where it can be seen by the public.	1301 S Washington St.	Sanchez Miguel (Business Manager)	12/16/2022 at 3:36 PM	\$0.00		\$257.50
2023 Food Permits - Expires December 31, 2023 & must be posted where it can be seen by the public.	801 S Washington St.	Sharbaz Ali (Business Manager)	12/16/2022 at 3:01 PM	\$0.00		\$360.00
2023 Food Permits - Expires December 31, 2023 & must be posted where it can be seen by the public.	2220 S Washington St.	Sharbaz Ali (Business Manager)	12/16/2022 at 3:12 PM	\$0.00		\$210.00
Roof (Repair or Replace)	101 N Houston St.	Gonzalo Rodriguez (General Contractor)	12/07/2022 at 3:19 PM	\$8,000.00		\$80.00
2023 Food Permits - Expires December 31, 2023 & must be posted where it can be seen by the public.	5473 W Hwy 175	Satish Kumar (Business Manager)	12/13/2022 at 1:12 PM	\$0.00		\$370.80
2023 Food Permits - Expires December 31, 2023 & must be posted where it can be seen by the public.	2235 S Washington St.	Sui Lian (Business Manager)	12/20/2022 at 9:32 AM	\$0.00		\$150.00
2023 Food Permits - Expires December 31, 2023 & must be posted where it can be seen by the public.	2235 S Washington St.	Dean Fannin (Business Manager)	12/20/2022 at 9:44 AM	\$0.00		\$1,467.75
2023 Food Permits - Expires December 31, 2023 & must be posted where it can be seen by the public.	1603 S Washington St.	Ismael Carrera (Business Manager)	12/29/2022 at 12:03 PM	\$0.00		\$375.00
2023 Food Permits - Expires December 31, 2023 & must be posted where it can be seen by the public.	340 E Highway 175	Theresa Stewart (Business Manager)	12/08/2022 at 4:34 PM	\$0.00		\$230.00
2023 Food Permits - Expires December 31, 2023 & must be posted where it can be seen by the public.	2201 S Washington	Nam Le (Business Manager)	12/22/2022 at 10:33 AM	\$0.00		\$390.00
2023 Food Permits - Expires December 31, 2023 & must be posted where it can be seen by the public.	1619 E Mulberry	Jose Colunga (Business Manager)	12/16/2022 at 9:46 AM	\$0.00		\$555.00
2023 Food Permits - Expires December 31, 2023 & must be posted where it can be seen by the public.	300 Kings Fort Pkwy.	Theresa Stewart (Business Manager)	12/09/2022 at 9:57 AM	\$0.00		\$2,405.00
2023 Food Permits - Expires December 31, 2023 & must be posted where it can be seen by the public.	600 E Mulberry	Christopher Focken (Business Manager)	12/22/2022 at 10:36 AM	\$0.00		\$580.00
2023 Food Permits - Expires December 31, 2023 & must be posted where it can be seen by the public.	1107 E Mulberry St., D	Jin Wook Lee (Business Manager)	12/14/2022 at 10:23 AM	\$0.00		\$210.00
2023 Food Permits - Expires December 31, 2023 & must be posted where it can be seen by the public.	15 Oak Creek Dr.	Savoeun Leng (Business Manager)	12/09/2022 at 11:02 AM	\$0.00		\$210.00
2023 Food Permits - Expires December 31, 2023 & must be posted where it can be seen by the public.	3701 S Houston St.	Vonda Jones (Business Manager)	12/09/2022 at 12:37 PM	\$0.00		\$200.00
2023 Food Permits - Expires December 31, 2023 & must be posted where it can be seen by the public.	3205 S Houston St.	Vonda Jones (Business Manager)	12/09/2022 at 12:37 PM	\$0.00		\$200.00
2023 Food Permits - Expires December 31, 2023 & must be posted where it can be seen by the public.	3205 S Houston St.	Vonda Jones (Business Manager)	12/09/2022 at 12:46 PM	\$0.00		\$200.00
2023 Food Permits - Expires December 31, 2023 & must be posted where it can be seen by the public.	5026 Lions Den Trl.	Vonda Jones (Business Manager)	12/09/2022 at 12:47 PM	\$0.00		\$200.00
2023 Food Permits - Expires December 31, 2023 & must be posted where it can be seen by the public.	905 S Madison St.	Vonda Jones (Business Manager)	12/09/2022 at 12:53 PM	\$0.00		\$200.00
2023 Food Permits - Expires December 31, 2023 & must be posted where it can be seen by the public.	1605 Rand Rd.	Vonda Jones (Business Manager)	12/09/2022 at 12:54 PM	\$0.00		\$200.00
2023 Food Permits - Expires December 31, 2023 & must be posted where it can be seen by the public.	1002 S Houston St.	Vonda Jones (Business Manager)	12/09/2022 at 1:03 PM	\$0.00		\$200.00
2023 Food Permits - Expires December 31, 2023 & must be posted where it can be seen by the public.	1501 Royal Ln.	Vonda Jones (Business Manager)	12/09/2022 at 1:02 PM	\$0.00		\$200.00
Electrical Permit (Web Based)	404 S Nash	Randall Gardner (Electrical Contractor)	12/16/2022 at 10:00 AM	\$500.00		\$82.40
2023 Food Permits - Expires December 31, 2023 & must be posted where it can be seen by the public.	1901 Rolling Wood Place	Daniel Tilson (Business Manager)	12/13/2022 at 1:25 PM	\$0.00		\$400.00
Fence Permit	105 Harper St.	maria bermudez (General Contractor)	12/09/2022 at 3:40 PM	\$900.00		\$80.00
Residential Accessory/Carport Permit	1400 Crestview Dr.	Tom Saurey (General Contractor)	12/12/2022 at 12:48 PM	\$3,600.00	0.00	\$80.00
Electrical Permit (Web Based)	3533 S HWY 175 @ FAIR	Gerald Templeman (Electrical Contractor)	12/13/2022 at 4:40 PM	\$8,000.00		\$82.40
2023 Food Permits - Expires December 31, 2023 & must be posted where it can be seen by the public.	1904 S Washington St.	Alejandra Colunga (Business Manager)	12/13/2022 at 3:09 PM	\$0.00		\$250.00
2023 Food Permits - Expires December 31, 2023 & must be posted where it can be seen by the public.	900 W Grove St.	Margie Castaneda (Business Manager)	12/15/2022 at 8:58 AM	\$0.00		\$206.00
2023 Food Permits - Expires December 31, 2023 & must be posted where it can be seen by the public.	108 E Grove St.	Fred Klingelberger (Business Manager)	12/29/2022 at 9:39 AM	\$0.00		\$216.30
Plumbing Permit	105 W Mulberry St.	Steve Harris (Plumbing Contractor)	12/14/2022 at 10:18 AM	\$1,800.00		\$82.40
2023 Food Permits - Expires December 31, 2023 & must be posted where it can be seen by the public.	201 E Fair Rd.	Saul Velasquez (Business Manager)	12/28/2022 at 10:38 AM	\$0.00		\$400.00
Plumbing Permit	1704 S Houston St.	Dennis Moore (Plumbing Contractor)	12/14/2022 at 11:56 AM	\$3,000.00		\$80.00
Mechanical Permit	406 N Nash St.	Ignacio Hernandez (Mechanical Contractor)	12/15/2022 at 9:45 AM	\$5,500.00		\$82.40
1901 Sandy Knoll - Sales Trailer	1901 Sandy Knoll Dr.	Tim Brimelow (Irrigation Contractor)	12/30/2022 at 8:54 AM	\$1,200.00		\$82.40

Plumbing Permit	205 E Grove St.	Brad Bacon (Plumbing Contractor)	12/16/2022 at 8:58 AM	\$2,513.65		\$82.40
2023 Food Permits - Expires December 31, 2023 & must be posted where it can be seen by the public.	1900 E Hwy 175	Major Lori Compton (Business Manager)	12/27/2022 at 1:35 PM	\$0.00		\$200.00
2023 Food Permits - Expires December 31, 2023 & must be posted where it can be seen by the public.	2007 S Washington St.	Fred Klingelberger (Business Manager)	12/29/2022 at 9:40 AM	\$0.00		\$216.30
2023 Food Permits - Expires December 31, 2023 & must be posted where it can be seen by the public.	2006 S Washington St.	Babar Raja (Business Manager)	12/20/2022 at 9:03 AM	\$0.00		\$365.65
2023 Food Permits - Expires December 31, 2023 & must be posted where it can be seen by the public.	209 N Hwy 34	Antonia Zavala (Business Manager)	12/27/2022 at 9:55 AM	\$0.00		\$216.30
2023 Food Permits - Expires December 31, 2023 & must be posted where it can be seen by the public.	595 N Hwy 34	Larry Eggett (Business Manager)	12/27/2022 at 10:51 AM	\$0.00		\$100.00
2023 Food Permits - Expires December 31, 2023 & must be posted where it can be seen by the public.	2205 S Washington St.	Alexandra Velasquez (Business Manager)	12/28/2022 at 10:40 AM	\$0.00		\$210.00
2023 Food Permits - Expires December 31, 2023 & must be posted where it can be seen by the public.	211 W Mulberry	Stacey Flowers (Business Manager)	12/20/2022 at 9:04 AM	\$0.00		\$252.35
2023 Food Permits - Expires December 31, 2023 & must be posted where it can be seen by the public.	1 Oak Creek	Robin Lee (Business Manager)	12/21/2022 at 8:47 AM	\$0.00		\$267.80
2023 Food Permits - Expires December 31, 2023 & must be posted where it can be seen by the public.	9 Oak Creek Dr., A	Jeremy John (Business Manager)	12/30/2022 at 11:56 AM	\$0.00		\$215.00
2023 Food Permits - Expires December 31, 2023 & must be posted where it can be seen by the public.	1001 E Mulberry St.	Imade Satriawan (Business Manager)	12/20/2022 at 9:24 AM	\$0.00		\$365.00
Plumbing Permit	1500 E 1st North St.	Steve Harris (Plumbing Contractor)	12/20/2022 at 12:12 PM	\$3,000.00		\$82.40
Residential Accessory/Carport Permit	1002 Royal Dr.	Tom Saurey (General Contractor)	12/20/2022 at 2:03 PM	\$3,900.00	0.00	\$80.00
2023 Food Permits - Expires December 31, 2023 & must be posted where it can be seen by the public.	300 E Hwy 175	Stefani Webster (Business Manager)	12/29/2022 at 1:57 PM	\$0.00		\$510.00
Roof (Repair or Replace)	1612 Anthony St.	Manuel Arellano (General Contractor)	12/21/2022 at 11:30 AM	\$10,000.00		\$82.40
Plumbing Permit	110 Terrell	Joe Lawson (Plumbing Contractor)	12/22/2022 at 12:15 PM	\$496.00		\$82.40
Roof (Repair or Replace)	102 W Nash Dr.	Tonda Law (General Contractor)	12/28/2022 at 8:22 AM	\$8,500.00		\$82.40
Plumbing Permit	1809 Feagin	Joe Lawson (Plumbing Contractor)	12/27/2022 at 8:24 AM	\$450.00		\$82.40
Roof (Repair or Replace)	1201 Crestview Dr.	Steven Crawford (Roof Contractor)	12/29/2022 at 9:37 AM	\$16,550.00		\$82.40
Sign Permit	100 Crossroads Dr., F	Mirnel Castellano (Sign Contractor)	12/30/2022 at 12:58 PM	\$800.00		\$148.32
				\$2,422,071.65	\$24,000.00	\$66,496.28

JANUARY 2023

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

FEBRUARY 2023

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

MARCH 2023

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 KKBB	22	23	24	25
26	27 Regular City Council Meeting	28	29	30	31	

APRIL 2023

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

MAY 2023

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