



**AGENDA FOR:
TAX INCREMENT REINVESTMENT ZONE #1 (TIRZ #1),
TAX INCREMENT REINVESTMENT ZONE #2 (TIRZ #2),
& REGULAR CITY COUNCIL MEETING
MONDAY, FEBRUARY 27, 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 TIRZ #1 MEETING TO ORDER TIRZ #1: Chairman calls the Meeting to order, states the date and time, state members present, and declares a quorum present.**

TIRZ #1 ITEMS

1. Consider and make a recommendation to the City Council on the FY-22 Tax Increment Reinvestment Zone #1 Annual Report.

TIRZ #1 ADJOURNMENT

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

TIRZ #2 ITEMS

2. Consider and make a recommendation to the City Council on the FY-22 Tax Increment Reinvestment Zone #2 Annual Report.

TIRZ #2 ADJOURNMENT

CALL CITY COUNCIL MEETING TO ORDER City Council: 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.**

RECOGNITION

3. Business of the Month- Kaufman Chiropractic
4. Kaufman Economic Development Corporation- Certificate of Achievement for Economic Excellence

CONSENT AGENDA

5. Consider and take appropriate action on the minutes from January 23, 2023, Regular City Council meeting.
6. Consider and take appropriate action on Resolution R-05-23, a resolution of the City Council of the City of Kaufman, Texas, authorizing continued participation with the Atmos Cities Steering Committee; and authorizing the payment of five cents (\$.05) per capita to the Atmos Cities Steering Committee to fund regulatory and related activities related to Atmos Energy Corporation.
7. Consider and take appropriate action on Resolution R-06-23, a resolution of the City Council of the City of Kaufman, Texas, accepting a donation of an ambulance from CareFlite, and authorizing the City Manager to execute all documents and take necessary action to transfer title to the ambulance.
8. Consider and take appropriate action on Resolution R-07-23, a resolution of the City Council of the City of Kaufman, Texas, repealing Resolution R-40-22, providing a list of approved Cooperative Purchasing Programs for City participation, and adopting an updated list of Cooperative Purchasing Programs for City use.
9. Consider and take appropriate action on the award of bid and contract for the Landscape Maintenance Services (mowing) for Fiscal Year 2023 to 5 Star Tree & Lawn and authorizing the Mayor or his designee to execute necessary documents.
10. Consider and take appropriate action on the award of bid and contract for the Landscape Maintenance Services (herbicide & pesticide, and pest control) for Fiscal Year 2023 to Fleming Brothers Inc. dba Southern Roots Lawn Care and authorizing the Mayor or his designee to execute necessary documents.
11. Consider and take appropriate action on a contract between the City of Kaufman and Kaufman County Tax Assessor/Collector to assess and collect ad valorem property taxes on all properties subject to the City of Kaufman's taxing jurisdiction; and authorizing the Mayor or designee to execute necessary documents.
12. Consider and take appropriate action on a Non-Exclusive Use Agreement between the City of Kaufman and the Kaufman Youth Football Association for use of the football fields at the Kaufman Sports Complex; and authorizing the mayor or his designee to execute necessary documents.

13. Consider and take appropriate action on an amendment to the existing professional services agreement between Bureau Veritas North America, Inc. and the City of Kaufman dated January 1, 2018 to provide for a revised cost of services for backup plan review and building inspection services.

END OF CONSENT AGENDA

PUBLIC HEARING

14. Second 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 second and final reading of Ordinance O-03-23
15. Conduct a public hearing, consider and take appropriate action on the **Final Plat of Joshua Pope Addition, Block A, Lots 1 – 3**, being a replat of a portion of Block A of the Allen Addition (unrecorded) to create 3 residential lots and a requested variance to lot depth. The subject property consists of 0.456 acres situated in the J.B. Cole Survey, Abstract No. 84, City of Kaufman, Kaufman County, Texas, generally located on the west side of N. Wilson St., the south side of E. Hickory St., and the north side of E. Oak St. (Parcel ID 18401 & 18403). (Case No. FRP-01-23)
 - a. Presentation.
 - b. Public Hearing.
 - c. Consider and take appropriate action on the Final Plat of Joshua Pope Addition, Block A, Lots 1 - 3, being a replat of a portion of Block A of the unrecorded Allen Addition, and the variance to the lot depth as specified on the plat.

DISCUSSION/ACTION ITEMS

16. Consider and take appropriate action on the **Final Plat of Five Points Addition Phase 1A**, being a tract of land containing 3.6177 acres (Property ID 54862), situated in the D. Falcon Survey, Abstract No. 151, City of Kaufman, Kaufman County, Texas. The property is zoned Planned Development-22 ("PD-22") and is generally located on the northwest side of S. Washington St. at Five Points Dr. The final plat is for right-of-way for portions of Five Points Dr. and Roundup Dr. (Case No. FP-02-23)

17. Consider and take appropriate action on the **Site Plan of The Rivers at Five Points**, situated on 8.403 acres out of the D. Falcon Survey, Abstract No. 151, City of Kaufman, Kaufman County, Texas, said property being located on the northwest side of S. Washington St. at Five Points Dr. (Property ID 54862). The property is zoned Planned Development-22, Subdistrict B ("PD-22-B") for MF-2 High-Density Multi-Family Residential uses. (Case No. SP-01-23)
18. Consider and take appropriate action on the FY-22 Tax Increment Reinvestment Zone #1 Annual Report.
19. Consider and take appropriate action on the FY-22 Tax Increment Reinvestment Zone #2 Annual Report.
20. Consider and take appropriate action on Ordinance O-04-23, an ordinance of the City Council of the City of Kaufman, Texas, canceling the May 6, 2023, General Election for Mayor and City Council Members.

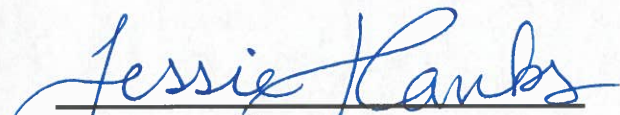
ANNOUNCEMENTS AND REPORTS FROM CITY MANAGER

21. Receive an update and discussion regarding the following:
 - a. Police Chief Development Program Update
 - b. March City Council Meeting Update
 - c. Kaufman Sports Complex Improvement Update
 - d. Chamber Banquet- February 28th
 - e. Discussion Items Report (DIR)
 - f. STAR Transit Ridership Report- January 2023
 - g. Careflite Compliance Report- January 2023
 - h. Fire Department Monthly Report- January 2023
 - i. Police Department Monthly Report- January 2023
 - j. Development Services Monthly Report- January 2023
 - k. Monthly Calendars Attached

ADJOURNMENT

I, JESSIE HANKS, CITY SECRETARY, DO HEREBY CERTIFY THAT THIS NOTICE OF MEETING WAS POSTED ON THE WINDOW AT KAUFMAN MUNICIPAL COMPLEX, 209 S. WASHINGTON, KAUFMAN, TEXAS, A PLACE CONVENIENT AND READILY ACCESSIBLE TO THE GENERAL PUBLIC AT ALL TIMES AND SAID NOTICE WAS POSTED AT THE KAUFMAN MUNICIPAL COMPLEX, 209 S. WASHINGTON, KAUFMAN, TEXAS AT 4:30 P.M. ON FRIDAY, FEBRUARY 24,

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: 2/27/2023

Date: 02/14/2023

Item #: 1.

Dept.: Finance

Action Item

SUBJECT:

Consider and make a recommendation to the City Council on the FY-22 Tax Increment Reinvestment Zone #1 Annual Report.

BACKGROUND:

Tax Increment Reinvestment Zones are required to submit to the Texas State Comptroller an annual report of earnings and qualified expenses. The TIRZ Board is required to review and make a recommendation for approval to the City Council.

Author:

Mary Wennerstrom, Finance Director

Reviewed:

Mike Slye, City Manager

Cost:

Funds Available:

Source:

Recommendation: Staff recommends providing the Kaufman City Council with a recommendation of approval for the FY 2022 TIRZ #1 Annual Report.

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

CITY OF KAUFMAN KAUFMAN, TEXAS



TAX INCREMENT FINANCING DISTRICT
REINVESTMENT ZONE, No. 1

ANNUAL REPORT

FISCAL YEAR 2022

(October 1, 2021 – September 30, 2022)

CITY OF KAUFMAN, TEXAS
TAX INCREMENT FINANCING DISTRICT
REINVESTMENT ZONE #1
As of September 30, 2022

1. Year End Summary of Meetings/City Council Actions
2. Public Infrastructure/Building Projects
3. Private Development Projects
4. Capital Improvement Plan Budget
5. Budget vs. Expenditures
6. TIF Fund
7. Annual Report

CITY OF KAUFMAN, TEXAS
TAX INCREMENT FINANCING DISTRICT
REINVESTMENT ZONE #1
As of September 30, 2022

YEAR END SUMMARY OF MEETINGS/BOARD & COUNCIL ACTIONS

Fiscal Year 2016

During the period from October 1, 2015 through September 30, 2016, the Kaufman City Council took the following action:

On December 13, 2016, Council conducted a Public Hearing Expanding the TIRZ #1 Boundary, Decreasing the Percentage of Tax Increment Contribution, and Amending the TIRZ #1 Project and Financing Plan; Adopting Ordinance O-27-16 Amending Ordinance O-27-15; Adopting Ordinance O-28-16 Amending Ordinance O-03-16; and Approving the Amended City/County TIRZ #1 ILA, and subsequently approved First Reading Of Ordinance O-27-16 Of The City Council Of The City Of Kaufman, Texas, Amending Ordinance No. O-27-15, Concerning Tax Increment Reinvestment Zone Number One, City Of Kaufman, Texas, First Reading Of Ordinance O-28-16 Approving An Amended Project And Financing Plan For Tax Increment Reinvestment Zone Number One, City Of Kaufman, Texas, and Amended Interlocal Agreement with City of Kaufman and Kaufman County For Tax Increment Reinvestment Zone (TIRZ #1 Amendments).

On December 20, 2016, Council adopted Ordinance O-27-16 of the City Council of the City of Kaufman, Texas, Amending Ordinance No. O-27-15 and Ordinance O-28-16 Approving An Amended Project And Financing Plan For Tax Increment Reinvestment Zone Number One, City Of Kaufman, Texas.

Fiscal Year 2017

During the period from October 1, 2016 through September 30, 2017, the City of Kaufman Reinvestment Zone TIRZ Board of Directors met on November 14, 2016 and April 6, 2017.

On November 14, 2016, the Board approved the TIRZ #1 Amendment, Resolution R-01-16 to amend Ordinance No. O-27-15 and Project Financing Plan Ordinance O-03-16. The Resolution amended the boundary designation, enlarging the zone from the original 661 acres to 1,030 acres and carved out the Interest and Sinking (I&S) component of the City's Tax Rate Participation. The City of Kaufman's amended participation will be 75% of maintenance and operation (M&O) pledges only and Kaufman County participation will be 50% of maintenance and operation (M&O).

On April 6, 2017, the Board approved a TIF Reimbursement and Development Agreement made by and between Reinvestment Zone Number One, City of Kaufman, Texas (TIF), as amended, through the TIF Board of Directors, the City, and JWS Land, Ltd. The Development Agreement was for public improvements for the extension of Kings Fort Parkway, in the amount of \$ 7,100,000, and includes all Public Improvement Cost: waterlines, sanitary sewer, storm sewer, drainage work, and related infrastructure required for the extension of Kings Fort Parkway.

On September 30, 2017, the Board members were: Jeff Jordan, Barry Ratcliffe, Matt Phillips, and Charles Gillenwater – all City of Kaufman appointees and Mike Hunt – Kaufman County appointee.

On April 24, 2017, Council accepted the TIRZ #1 Board of Directors recommendation and approved the TIF Reimbursement and Development Agreement made by and between Reinvestment Zone Number One, City of Kaufman, Texas (TIF), as amended, through the TIF Board of Directors, the City, and JWS Land, Ltd.

Fiscal Year 2018

During the period from October 1, 2017 through September 30, 2018, the City of Kaufman Reinvestment Zone TIRZ Board of Directors met on November 28, 2017 and December 6, 2017.

On November 28, 2017, the Board authorized the City Manager to enter into a TIF Agreement for the purchase of 4.51 acres in the D. Falcon Survey, Abstract No. 151, Kaufman, Texas subject to amendments discussed in Executive Session.

On December 6, 2017, the Board approved a TIRZ Development Agreement with JWS Land, LTD, and to include in the Agreement 50% reimbursement of construction and interest costs for Phase 1 and to be completed in 18 months from the effective date of agreement and 50% reimbursement for remaining lots to be completed within the subsequent six years.

On September 30, 2018, the Board members were: Jeff Jordan, Barry Ratcliffe, Matt Phillips, and Charles Gillenwater – all City of Kaufman appointees and Mike Hunt – Kaufman County appointee.

During the period from October 1, 2017 through September 30, 2018, the Kaufman City Council took the following action:

On December 18, 2017, Council accepted the TIRZ #1 Board of Directors recommendation and approved a Tax Increment Financing (TIF) Agreement for the purchase of 4.51 Acres. The purpose of the proposed purchase of land will be to make future public improvements to more efficiently provide various municipal services to the immediate commercial and residential areas.

On December 18, 2017, Council accepted the TIRZ #1 Board of Directors recommendation and approved the Tax Increment Financing (TIF) Residential Reimbursement Agreement made by and between Reinvestment Zone Number One, City of Kaufman, Texas (TIF), a tax increment reinvestment zone created by the City of Kaufman, Texas, pursuant to Chapter 311 of the Texas Tax Code, as amended, acting by and through its governing body, the TIF Board of Directors, the City, and JWS Land, Ltd., a Texas Limited Partnership.

On September 30, 2018, the Council members were: Jeff Jordan- Mayor; Patty Patterson – Mayor Pro-Tem; Barry Ratcliffe – Council Member; Matt Phillips – Council Member; Carol Aga – Council Member; Jeff Council – Council Member; and Charles Gillenwater – Council Member.

Fiscal Year 2019

During the period from October 1, 2018 through September 30, 2019, the City of Kaufman Reinvestment Zone TIRZ Board of Directors met on March 18, 2019 and May 7, 2019.

On March 18, 2019, the Board tabled a proposed TIRZ Agreement with Lion's Den Storage to bring 12" waterline under HWY 175 to provide adequate supply to property owners/developers along the north side frontage road of the highway.

On May 7, 2019, the Board approved the TIF Development Agreement between the City of Kaufman, the City of Kaufman Reinvestment Zone #1, and Lion's Den Self Storage LLC-Highway 175 Series, to design and install a 12" water line alongside the crossing under HWY 175 to serve the property in the expanded TIF Zone.

On September 30, 2019, the Board members were: Jeff Jordan, Barry Ratcliffe, Matt Phillips, and Charles Gillenwater – all City of Kaufman appointees and Mike Hunt – Kaufman County appointee.

During the period from October 1, 2018 through September 30, 2019, the Kaufman City Council took the following action:

On March 18, 2019, Council approved the Site Plan proposed by Justin Fivecoat of Lion's Den Self Storage, LLC for a self-storage facility located at 2691 East Highway 175.

On May 7, 2019, Council approved the TIF Development Agreement between the City of Kaufman, the City of Kaufman Reinvestment Zone Number One, and the Lion's Den Self Storage LLC-Highway 175 Series.

On September 30, 2019, the Council members were: Jeff Jordan- Mayor; Patty Patterson – Mayor Pro-Tem; Barry Ratcliffe – Council Member; Matt Phillips – Council Member; Carol Aga – Council Member; Jeff Council – Council Member; and Charles Gillenwater – Council Member.

Fiscal Year 2020

During the period from October 1, 2019 through September 30, 2020, the City of Kaufman Reinvestment Zone TIRZ Board of Directors met on February 24, 2020.

On February 24, 2020, the Board reviewed the FY19 Tax Increment Reinvestment Zone #1 Annual Report.

On September 30, 2020, the Board members were: Jeff Jordan, Barry Ratcliffe, Matt Phillips, and Charles Gillenwater – all City of Kaufman appointees and Mike Hunt – Kaufman County appointee.

During the period from October 1, 2019 through September 30, 2020, the Kaufman City Council took the following action:

On February 24, 2020, Council approved the FY19 Tax Increment Reinvestment Zone #1 Annual Report.

On September 30, 2020, the Council members were: Jeff Jordan- Mayor; Patty Patterson – Mayor Pro-Tem; Barry Ratcliffe – Council Member; Matt Phillips – Council Member; Carol Aga – Council Member; Jeff Council – Council Member; and Charles Gillenwater – Council Member.

Fiscal Year 2021

During the period from October 1, 2020 through September 30, 2021, the City of Kaufman Reinvestment ZONE #1 TIRZ Board of Directors met on February 22, 2021.

On February 22, 2021, the Board reviewed the FY20 Tax Increment Reinvestment Zone #1 Annual Report.

On September 30, 2021, the Board members were: Jeff Jordan, Barry Ratcliffe, Matt Phillips, Carol Aga, Jeff Council, Lisa Parker, and Patty Patterson.

During the period from October 1, 2020 through September 30, 2021, the Kaufman City Council took the following action:

On February 22, 2021, Council approved the FY20 Tax Increment Reinvestment Zone #1 Annual Report.

On September 30, 2021, the Council members were: Jeff Jordan- Mayor; Patty Patterson – Council Member; Barry Ratcliffe – Council Member; Matt Phillips – Council Member; Carol Aga – Council Member; Jeff Council – Council Member; and Lisa Parker – Council Member.

Fiscal Year 2022

During the period from October 1, 2021, through September 30, 2022, the City of Kaufman Reinvestment ZONE #1 TIRZ Board of Directors met on February 22, 2022.

On February 28, 2022, the Board reviewed the FY21 Tax Increment Reinvestment Zone #1 Annual Report.

On September 30, 2022, the Board members were: Jeff Jordan, Barry Ratcliffe, Matt Phillips, Charles Gillenwater, and Mike Hunt.

During the period from October 1, 2021, through September 30, 2022, the Kaufman City Council took the following action:

On February 28, 2022, Council approved the FY21 Tax Increment Reinvestment Zone #1 Annual Report.

On September 30, 2022, the Council members were: Jeff Jordan- Mayor; Patty Patterson – Council Member; Charles Gillenwater – Council Member; Matt Phillips – Council Member; Carol Aga – Council Member; Quattro Borders – Council Member; and Lisa Parker – Council Member.

CITY OF KAUFMAN, TEXAS
TAX INCREMENT FINANCING DISTRICT
REINVESTMENT ZONE #1
As of September 30, 2022

PUBLIC INFRASTRUCTURE/BUILDING PROJECTS

2017-2018

The Kings Fort Parkway extension to the newly constructed Highway 34 Bypass, was completed and accepted by the City on March 19, 2018, total cost of the project was \$7,071,923.53.

The purchase of 4.51 acres of land for a total sum of \$638,004.25 was completed in August 2018.

2018-2019

Construction of public improvements for the Georgetown at Kings Fort development, a proposed 305 single family lot community, have commenced with a total estimated public improvement cost budget of \$7,102,656*. The total budget includes approximately \$6,841,799 in direct costs and \$260,857 in major improvement costs, of which 75.59% is to be financed with TIRZ increments. For a detailed breakdown of the budgeted public costs and expenditures referenced above, please see Appendix A of this report.

Construction of the Lion's Den water line extension was completed in May 2019 for a total cost of \$318,848.00.

2019-2020

Construction of the public improvements for Phases 1A-1B of the Georgetown at Kings Fort development, a proposed 305 single family lot community, has been progressing.

2020-2021

The public improvements for Phases 1A-1B of the Georgetown at Kings Fort development have been completed.

2021-2022

Construction of the public improvements for Phases 2A-2B of the Georgetown at Kings Fort development has been progressing.

PRIVATE DEVELOPMENT PROJECTS

2017-2018

There were no private development projects for FY 2017-2018.

2018-2019

Construction of private improvements for the Georgetown at Kings Fort development, a proposed 305 single family lot community, have commenced with a total estimated private improvement cost budget of \$3,351,290. For a detailed breakdown of the budgeted private costs and expenditures referenced above, please see Appendix A of this report.

*Note – The related TIRZ obligation (75.59%) relates only to the public improvement costs discussed above – direct costs (\$6,841,799) and the major improvement costs (\$260,857) totaling approximately \$7,102,656.

2019-2020

There were no private development projects for FY 2019-2020.

2020-2021

There were no private development projects for FY 2020-2021.

2021-2022

There were no private development projects for FY 2021-2022.

CITY OF KAUFMAN, TEXAS
TAX INCREMENT FINANCING DISTRICT
REINVESTMENT ZONE #1

As of September 30, 2022

CAPITAL IMPROVEMENT PLAN

BUDGET

<u>Improvements</u>	<u>Costs</u>
Water Facilities and Improvements	\$8,274,005
Sanitary Sewer Facilities and Improvements	\$4,964,403
Storm Water Facilities and Improvements	\$3,309,602
Street and Intersection Improvements	\$33,096,021
Open space, Park and Recreation Facilities and Improvements	\$20,685,013
Utilities and Street Lighting	\$4,137,003
Economic Development Grants	\$7,446,605
Administrative Costs	\$827,402
Total Improvement Costs	<u>\$82,740,054</u>

CITY OF KAUFMAN, TEXAS
TAX INCREMENT FINANCING DISTRICT
REINVESTMENT ZONE #1

As of September 30, 2022

BUDGET VS. EXPENDITURES

<u>Project</u>	<u>Current Budget</u>	<u>Committed \$ to Date</u>	<u>Expended \$ to Date¹</u>	<u>Balance to Fund</u>
Water Facilities and Improvements	\$8,274,005	\$1,479,017	\$1,479,017	\$6,794,988
<i>Georgetown at Kings Fort Development</i>	<i>\$899,724</i>	<i>\$1,160,169</i>	<i>\$1,160,169</i>	<i>(\$260,445)</i>
<i>Lion's Den Water Line Extension</i>	<i>\$318,848</i>	<i>\$318,848</i>	<i>\$318,848</i>	<i>\$0</i>
<i>Future Water Facilities and Improvements</i>	<i>\$7,055,433</i>	<i>\$0</i>	<i>\$0</i>	<i>\$7,055,433</i>
Sanitary Sewer Facilities and Improvements	\$4,964,403	\$316,494	\$316,494	\$4,647,909
<i>Georgetown at Kings Fort Development</i>	<i>\$576,631</i>	<i>\$316,494</i>	<i>\$316,494</i>	<i>\$260,137</i>
<i>Future Sanitary Sewer Facilities and Improvements</i>	<i>\$4,387,772</i>	<i>\$0</i>	<i>\$0</i>	<i>\$4,387,772</i>
Storm Water Facilities and Improvements	\$3,309,602	\$1,134,352	\$1,134,352	\$2,175,250
<i>Georgetown at Kings Fort Development</i>	<i>\$1,143,825</i>	<i>\$1,134,352</i>	<i>\$1,134,352</i>	<i>\$9,472</i>
<i>Future Storm Water Facilities and Improvements</i>	<i>\$2,165,777</i>	<i>\$0</i>	<i>\$0</i>	<i>\$2,165,777</i>
Street and Intersection Improvements	\$33,096,021	\$8,424,880	\$8,424,880	\$24,671,141
<i>Kings Fort Parkway Extension</i>	<i>\$7,100,000</i>	<i>\$7,071,924</i>	<i>\$7,071,924</i>	<i>\$28,076</i>
<i>Georgetown at Kings Fort Development</i>	<i>\$2,705,664</i>	<i>\$1,352,956</i>	<i>\$1,352,956</i>	<i>\$1,352,708</i>
<i>Future Street and Intersection Improvements</i>	<i>\$23,290,357</i>	<i>\$0</i>	<i>\$0</i>	<i>\$23,290,357</i>
Open space, Park and Recreation Facilities and Improvements	\$20,685,013	\$653,894	\$653,894	\$20,031,119
<i>Georgetown at Kings Fort Development</i>	<i>\$42,766</i>	<i>\$15,890</i>	<i>\$15,890</i>	<i>\$26,876</i>
<i>Georgetown at Kings Fort Park Improvements</i>	<i>\$1,470,750</i>	<i>\$0</i>	<i>\$0</i>	<i>\$1,470,750</i>
<i>Land purchase (4.51 acres)</i>	<i>\$638,004</i>	<i>\$638,004</i>	<i>\$638,004</i>	<i>\$0</i>
<i>Future Open Space, Park and Recreation Facilities and Improvements</i>	<i>\$18,533,493</i>	<i>\$0</i>	<i>\$0</i>	<i>\$18,533,493</i>
Utilities and Street Lighting	\$4,137,003	\$0	\$0	\$4,137,003
Economic Development Grants	\$7,446,605	\$0	\$0	\$7,446,605
Administrative Costs	\$827,402	\$0	\$0	\$827,402
Total	\$82,740,054	\$12,008,637	\$12,008,637	\$70,731,417

1 – The Expended \$ to date amounts shown represent TIRZ obligation to be paid from increments as such increments become available. The Expended \$ to date for the Georgetown at Kings Fort Development represent TIRZ-funded portion (75.59%) of the public infrastructure amounts spent through September 30, 2022 as provided by the Developer and attached as Appendix A to this report.

CITY OF KAUFMAN, TEXAS
TAX INCREMENT FINANCING DISTRICT
REINVESTMENT ZONE #1

As of September 30, 2022

TIF FUND

	CAPITAL PROJECTS \$	DEBT SERVICE \$	TOTAL \$
Beginning Balance:			
October 1, 2021	0	0	26,637.47
Revenues:			
FY22 County Tax Increment	0	0	81,238.99
FY22 City Tax Increment	0	0	193,252.17
TOTAL REVENUES	0	0	274,491.16
Expenditures:			
TOTAL EXPENDITURES	0	0	266,345.91
Ending Balance:			
September 30, 2022	0	0	34,782.72
	0	0	34,782.72

CITY OF KAUFMAN, TEXAS
TAX INCREMENT FINANCING DISTRICT
REINVESTMENT ZONE #1
As of September 30, 2022

ANNUAL REPORT

Chapter 311.016 of V. C. T. A. requires the following information as part of the annual report on the status of the TIF District.

1. Amount and source of revenue in the tax increment fund established for the zone:

\$ 81,238.99	Tax Increment from Kaufman County
\$ 193,252.17	Tax Increment from City of Kaufman
\$ 274,491.16	Total Revenue

2. Amount and purpose of the expenditures from the fund:

\$ 12,124.53	Art. 3, Sect. 3.1(c) of Lion's Den Agreement
\$ 220,284.38	Art. 4, Sect. 4.2 (d) TIF Agreement (JWS, Land Ltd. – Kings Fort Extension)
\$ 32,082.25	Art. 4, Sect. 4.2(e) Res. TIF Agreement (PID)
\$ 264,490.91	Total TIRZ Expenditures (Reimbursed) for FY 2022

**Note: \$1,855.00 Administrative Expense*

\$ 266,345.91	Total Expenditures
	<i>Purpose: TIF agreements (TIRZ administration, JWS, Land Ltd., Lion's Den, and PID)</i>

3. Amount of Principal and Interest due on outstanding indebtedness is as follows:
 - I. Contributions/Advances from developers –none
 - II. Bonds issued and payment schedule to retire bonds – none

4. Tax Increment base and current captured appraised value retained by the zone for Tax Year 2021:

Taxing Jurisdiction	Base Year	Net Taxable Value 2021	Base Value¹	Captured Appraised Value 2021
City of Kaufman				
TIRZ #1	2015	62,640,040	24,083,241	38,556,799
TIRZ #1A	2016	21,774,028	8,512,459	13,261,569
Kaufman County				
TIRZ #1	2015	62,640,041	24,083,241	38,556,800
TIRZ #1A	2016	21,759,028	8,512,459	13,246,569

1- Base values will be adjusted in future reports to reflect annexed properties in TIRZ #1 as provided by Kaufman CAD.

CITY OF KAUFMAN, TEXAS
TAX INCREMENT FINANCING DISTRICT
REINVESTMENT ZONE #1
As of September 30, 2022

ANNUAL REPORT
Continued

5. Captured appraised value by the municipality and other taxing units, the total amount of the tax increment received, and any additional information necessary to demonstrate compliance with the tax increment financing plan adopted by the governing body of the municipality.

- I. Total amount of tax increment received by the municipality and other participating taxing jurisdictions received in FY 2022.

Taxing Jurisdiction		Base Year	Amount of 2021 Increment	Amount Due Based on Collections	Amount Received Value 2021
<i>City of Kaufman</i> (.369879)	TIRZ #1	2015	\$145,022.11	\$145,022.11	\$145,022.11
	TIRZ #1A	2016	\$48,230.06	\$48,230.06	\$48,230.06
Total received from municipality based on 2021 valuations				<u>\$193,252.17</u>	<u>\$193,252.17</u>
<i>Kaufman County</i> (.155534)	TIRZ #1	2015	\$60,981.63	\$60,981.63	\$60,981.63
	TIRZ #1A	2016	\$20,257.36	\$20,257.36	\$20,257.36
Total received from county based on 2021 valuations				<u>\$81,238.99</u>	<u>\$81,238.99</u>
Total received from municipality and other taxing jurisdictions based on 2021 valuations in FY 2022:					\$274,491.16

Total Amount paid for TIF Agreements. In FY 2022: \$264,490.91

\$10,000.00 Retained in TIRZ Fund Balance for Administrative Expense Allowance

- II. Amount of tax increment received in FY 2022 from the municipality and the other taxing jurisdictions based on 2021 valuations was \$274,491.16
- a. The total amount received by JWS Land, Ltd. For Art. 4, Sect. 4.2 (d) TIF Agreement from the municipality and other taxing jurisdictions in FY 2022 for reimbursement of public improvements was: \$ 220,284.38
 - b. The total amount received by Lion's Den for Art. 3, Sect 3.1 (c) – Lion's Den Agreement from the municipality and other taxing jurisdictions in FY 2022 was: \$ 12,124.53.
 - c. The total amount transferred to the PID fund for Art. 4, Section 4.2 (e) Res. TIF Agreement from the municipality and other taxing jurisdictions in FY 2022 was: \$ 32,082.00.
 - d. The total amount retained in the TIRZ Fund for Administrative Expense Reimbursement Allowance from the municipality and other taxing jurisdictions in FY 2022 was: \$10,000.00 (\$1,855.00 of allowance paid)
- III. Other Information: None



Meeting
Date: 2/27/2023

Date: 02/14/2023

Item #: 2.

Dept.: Finance

Action Item

SUBJECT:

Consider and make a recommendation to the City Council on the FY-22 Tax Increment Reinvestment Zone #2 Annual Report.

BACKGROUND:

Tax Increment Reinvestment Zones are required to submit to the Texas State Comptroller an annual report of earnings and qualified expenses. The TIRZ Board is required to review and make a recommendation for approval to the City Council.

Author:

Mary Wennerstrom, Finance Director

Reviewed:

Mike Slye, City Manager

Cost:

Funds Available:

Source:

Recommendation: Staff recommends providing the Kaufman City Council with a recommendation of approval for the FY 2022 TIRZ #2 Annual Report.

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

CITY OF KAUFMAN KAUFMAN, TEXAS



TAX INCREMENT FINANCING DISTRICT
REINVESTMENT ZONE, No. 2

ANNUAL REPORT

FISCAL YEAR 2022

(October 1, 2021 – September 30, 2022)

CITY OF KAUFMAN, TEXAS
TAX INCREMENT FINANCING DISTRICT
REINVESTMENT ZONE #2
As of September 30, 2022

1. Year End Summary of Meetings/City Council Actions
2. Public Infrastructure/Building Projects
3. Private Development Projects
4. Capital Improvement Plan Budget
5. Budget vs. Expenditures
6. TIF Fund
7. Annual Report

CITY OF KAUFMAN, TEXAS
TAX INCREMENT FINANCING DISTRICT
REINVESTMENT ZONE #2
As of September 30, 2022

YEAR END SUMMARY OF MEETINGS/CITY COUNCIL ACTIONS

Fiscal Year 2021

During the period from October 1, 2020 through September 30, 2021, the City of Kaufman Reinvestment Zone #2 TIRZ Board of Directors met on February 22, 2021.

On February 22, 2021, the Board reviewed the FY20 Tax Increment Reinvestment Zone #2 Annual Report.

On September 30, 2021, the Board members were: Jeff Jordan, Matt Phillips, Barry Ratcliffe, Carol Aga, Patty Patterson, Jeff Council, and Lisa Parker.

During the period from October 1, 2020 through September 30, 2021, the Kaufman City Council took the following action:

On February 22, 2021, Council approved the FY20 Tax Increment Reinvestment Zone #2 Annual Report.

On September 30, 2021, the Council members were: Jeff Jordan- Mayor; Patty Patterson – Council Member; Barry Ratcliffe – Council Member; Matt Phillips – Council Member; Carol Aga – Council Member; Jeff Council – Council Member; and Lisa Parker – Council Member.

Fiscal Year 2022

During the period from October 1, 2021, through September 30, 2022, the City of Kaufman Reinvestment Zone #2 TIRZ Board of Directors met on February 28, 2022.

On February 28, 2022, the Board reviewed the FY21 Tax Increment Reinvestment Zone #2 Annual Report.

On September 30, 2022, the Board members were: Jeff Jordan, Matt Phillips, Carol Aga, Charles Gillenwater, Quattro Borders, Lisa Parker, Patty Patterson, Mike Hunt, Ken Cates, and Ray Raymond.

During the period from October 1, 2021, through September 30, 2022, the Kaufman City Council took the following action:

On February 28, 2022, Council approved the FY21 Tax Increment Reinvestment Zone #2 Annual Report.

On September 30, 2021, the Council members were: Jeff Jordan- Mayor; Patty Patterson – Council Member; Charles Gillenwater – Council Member; Matt Phillips – Council Member; Carol Aga – Council Member; Quattro Borders – Council Member; and Lisa Parker – Council Member.

CITY OF KAUFMAN, TEXAS
TAX INCREMENT FINANCING DISTRICT
REINVESTMENT ZONE #2
As of September 30, 2022

PUBLIC INFRASTRUCTURE/BUILDING PROJECTS

2020-2021

The South Pointe at Kaufman Sports Village addition is anticipated to contain 111.299 acres of land with a capital budget of \$23,432,678. There were no public infrastructure projects to be reported for FY 2020-2021.

2021-2022

There were no public infrastructure projects to be reported for FY 2021-2022.

PRIVATE DEVELOPMENT PROJECTS

2020-2021

There were no private development projects for FY 2020-2021.

2021-2022

There were no private development projects for FY 2021-2022.

CITY OF KAUFMAN, TEXAS
TAX INCREMENT FINANCING DISTRICT
REINVESTMENT ZONE #2

As of September 30, 2022

CAPITAL IMPROVEMENT PLAN

BUDGET

<u>Improvements</u>	<u>Costs</u>
Water Facilities and Improvements	\$2,343,268
Sanitary Sewer Facilities and Improvements	\$1,405,961
Storm Water Facilities and Improvements	\$937,307
Street and Intersection Improvements	\$9,373,071
Open space, Park and Recreation Facilities and Improvements	\$5,858,169
Utilities and Street Lighting	\$1,171,634
Economic Development Grants	\$2,108,941
Administrative Costs	\$234,327
Total Improvement Costs	<u>\$23,432,678</u>

CITY OF KAUFMAN, TEXAS
TAX INCREMENT FINANCING DISTRICT
REINVESTMENT ZONE #2

As of September 30, 2022

BUDGET VS. EXPENDITURES

<u>Project</u>	<u>Current Budget</u>	<u>Committed \$ to Date</u>	<u>Expended \$ to Date¹</u>	<u>Balance to Fund</u>
Water Facilities and Improvements	\$2,343,268	\$0	\$0	\$0
Sanitary Sewer Facilities and Improvements	\$1,405,961	\$0	\$0	\$0
Storm Water Facilities and Improvements	\$937,307	\$0	\$0	\$0
Street and Intersection Improvements	\$9,373,071	\$0	\$0	\$0
Open space, Park and Recreation Facilities and Improvements	\$5,858,169	\$0	\$0	\$0
Utilities and Street Lighting	\$1,171,634	\$0	\$0	\$0
Economic Development Grants	\$2,108,941	\$0	\$0	\$0
Administrative Costs	\$234,327	\$0	\$0	\$0
Total	\$23,432,678	\$0	\$0	\$0

1 – The Expended \$ to date amounts shown represent TIRZ obligation to be paid from increments as such increments become available.

CITY OF KAUFMAN, TEXAS
TAX INCREMENT FINANCING DISTRICT
REINVESTMENT ZONE #2

As of September 30, 2022

TIF FUND

	CAPITAL PROJECTS \$	DEBT SERVICE \$	TOTAL \$
Beginning Balance:			
October 1, 2021	0	0	(34,995.11)
Revenues:			
FY22 County Tax Increment	0	0	0
FY22 City Tax Increment	0	0	0
FY22 Trinity Valley Tax Increment	0	0	0
TOTAL REVENUES	0	0	0
Expenditures:			
TOTAL EXPENDITURES	0	0	(31,750.00 ¹)
Ending Balance:			
September 30, 2022	0	0	(66,705.11)

1- Expenditures shown above represent TIRZ creation payments paid by the City of Kaufman and will be reimbursed as tax increments are received.

CITY OF KAUFMAN, TEXAS
TAX INCREMENT FINANCING DISTRICT
REINVESTMENT ZONE #2
As of September 30, 2022

ANNUAL REPORT

Chapter 311.016 of V. C. T. A. requires the following information as part of the annual report on the status of the TIF District.

1. Amount and source of revenue in the tax increment fund established for the zone:

\$ 0	Tax Increment from Kaufman County
\$ 0	Tax Increment from City of Kaufman
\$ 0	Total Revenue

2. Amount and purpose of the expenditures from the fund:

\$ 29,550.00	Establishment for TIRZ during FY 2020
\$ 5,405.11	Invoices for TIRZ during FY 2021
\$ 31,750.00 ¹	Invoices for TIRZ during FY 2022
\$ 66,705.11 ¹	Total Expenditures as of September 30, 2022

3. Amount of Principal and Interest due on outstanding indebtedness is as follows:

- I. Contributions/Advances from developers –none
- II. Bonds issued and payment schedule to retire bonds – none

4. Tax Increment base and current captured appraised value retained by the zone for Tax Year 2021:

Taxing Jurisdiction		Base Year	Net Taxable Value 2021	Base Value	Captured Appraised Value 2021
City of Kaufman	TIRZ #2	2021	0	0	0
Kaufman County	TIRZ #2	2021	0	0	0
Trinity Valley CC	TIRZ #2	2021	0	0	0

- 1- Expenditures shown above represent TIRZ creation payments paid by the City of Kaufman and will be reimbursed as tax increments are received.

CITY OF KAUFMAN, TEXAS
TAX INCREMENT FINANCING DISTRICT
REINVESTMENT ZONE #2
As of September 30, 2022

ANNUAL REPORT
Continued

5. Captured appraised value by the municipality and other taxing units, the total amount of the tax increment received, and any additional information necessary to demonstrate compliance with the tax increment financing plan adopted by the governing body of the municipality.

- I. Total amount of tax increment received by the municipality and other participating taxing jurisdictions received in FY 2021.

<u>Taxing Jurisdiction</u>		<u>Base Year</u>	<u>Amount of 2021 Increment</u>	<u>Amount Due Based on Collections</u>	<u>Amount Received</u>
<i>City of Kaufman</i>	TIRZ #2	2021	\$0.00	\$0.00	\$0.00
<i>Kaufman County</i>	TIRZ #2	2021	\$0.00	\$0.00	\$0.00
<i>Trinity Valley CC</i>	TIRZ #2	2021	\$0.00	\$0.00	\$0.00
Total received from municipality and other taxing jurisdictions based on 2021 valuations in FY 2022:					\$0.00

Total Amount paid for TIF in FY 2022: \$31,750.00¹

- II. Amount of tax increment received in FY 2022 from the municipality and the other taxing jurisdictions based on 2021 valuations was \$0.
- III. Other Information: None

1- Expenditures shown above represent TIRZ creation payments paid by the City of Kaufman and will be reimbursed as tax increments are received.



Meeting
Date: 2/27/2023

Date: 02/14/2023

Item #: 5.

Dept.: Administration

Consent Agenda

SUBJECT:

Consider and take appropriate action on the minutes from January 23, 2023, Regular City Council meeting.

BACKGROUND:

See the attached minutes.

Author:

Jessie Hanks, City Secretary

Reviewed:

Mike Slye, City Manager

Cost:

Funds Available:

Source:

Recommendation: Staff recommends approval of the January 23, 2023, Regular City Council Meeting Minutes.

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



**MINUTES OF THE
CITY COUNCIL MEETING
MONDAY, JANUARY 23, 2023 - 6:00 PM
CITY HALL COUNCIL CHAMBERS
209 S. WASHINGTON STREET
KAUFMAN, TEXAS 75142**

PLEDGE OF ALLEGIANCE

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

Mayor Jordan called the City Council meeting to order at 6:00 PM. Councilmembers present were Jeff Jordan, Patty Patterson, Carole Aga, Quattro Borders, Lisa Parker, Charles Gillenwater and Matt Phillips. 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, Economic Development Director Stewart McGregor, Development Services Director Andrew Bogda, Fire Captain Jeremy Hatcher, Police Sergeant Jason Stastny, and Police Sergeant Colter Leftwich.

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

No comments were given.

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.

Councilmember Patterson made a motion to approve consent agenda items 1 through 5 as presented. The motion was seconded by Councilmember Aga and passed 7/0.

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

Mr. Holder outlined the proposed amendment to the Franchise Agreement with Republic Services. He reviewed the proposed changes and their impact on the citizens.

- b. Public Hearing

Mayor Jordan opened the public hearing at 6:04 PM. There being no speakers present, Mayor Jordan closed the public hearing at 6:05 PM.

- c. Consider and take appropriate action on the first reading of Ordinance O-03-23

Councilmember Borders made a motion to approve the first reading of Ordinance O-03-23 as presented. The motion was seconded by Councilmember Patterson and passed 7/0.

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.

Ms. Hanks presented the Ordinance calling for the general election for the purpose of election of a mayor and three councilmembers.

Councilmember Aga made a motion to approve Ordinance O-01-23 as presented. The motion was seconded by Councilmember Parker and passed 7/0.

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.

Mr. Slye presented the Ordinance calling for the special election for the reauthorization of a local sales and use tax at the rate of .25% to provide revenue for the maintenance and repair of municipal streets. There was a discussion regarding the financial impact of this allocation.

Councilmember Gillenwater made a motion to approve Ordinance O-02-23 as presented. The motion was seconded by Mayor Pro-Tem Phillips and passed 7/0.

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.

Mayor Jordan opened up items 9 and 10 for discussion. Mr. Slye presented the amendments to the KISD Development Agreement and the Highland Meadows Development Agreement. He reviewed the changes to the agreements and the causes for the adjustments. There were discussions regarding which entities will be making what improvements, what share of the improvements each entity will cover, and the proposed timelines for the construction projects.

Councilmember Aga made a motion to approve 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 as presented. The motion was seconded by Councilmember Gillenwater and passed 7/0.

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.

Councilmember Borders made a motion to approve 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 as presented. The motion was seconded by Mayor Phillips and passed 7/0.

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)

Mr. Bogda presented the revised Preliminary Plat for the lots located in Kings Fort Addition. He outlined the various zoning classifications for the properties, the reasons for the revised preliminary plat, and the approved concept plan.

Councilmember Borders made a motion to approve 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 as presented. The motion was seconded by Councilmember Parker and passed 7/0.

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

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

EXECUTIVE SESSION

Mayor Jordan recessed into an Executive session to discuss the following at 6:34 PM.

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.

Mayor Jordan reconvened into open session at 6:57 PM.

14. Consider and take appropriate action on an employment agreement with the City Manager; and authorize the Mayor to execute the necessary documents.

Mayor Pro-Tem Phillips made a motion to approve the employment agreement with Mike Holder as the City Manager. The motion was seconded by Councilmember Gillenwater and passed 7/0.

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

There were no other actions regarding matters discussed in the Executive Session.

ADJOURNMENT

There being no further business, Mayor Jordan adjourned the meeting at 6:58 PM.

ATTEST:

**JEFF JORDAN
MAYOR**

**JESSIE HANKS
CITY SECRETARY**



Meeting
Date: 2/27/2023

Date: 02/14/2023

Item #: 6.

Dept.: Administration

Consent Agenda

SUBJECT:

Consider and take appropriate action on Resolution R-05-23, a resolution of the City Council of the City of Kaufman, Texas, authorizing continued participation with the Atmos Cities Steering Committee; and authorizing the payment of five cents (\$.05) per capita to the Atmos Cities Steering Committee to fund regulatory and related activities related to Atmos Energy Corporation.

BACKGROUND:

See attached staff report ... annual assessment to remain a member of the Atmos Steering Committee

Author:
Mike Slye, City Manager

Reviewed:
Mike Slye, City Manager

Cost:

Funds Available:

Source:

Recommendation: Staff recommends approval of Resolution R-05-23 as presented.

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

STAFF REPORT ON ASSESSMENT RESOLUTION FOR ATMOS CITIES STEERING COMMITTEE

Purpose of the Resolution:

Most municipalities have retained original jurisdiction over gas utility rates and services within municipal limits. The Atmos Cities Steering Committee (“ACSC”) is composed of 184 municipalities in the service area of Atmos Energy Corporation, Mid-Tex Division that have retained original jurisdiction. Atmos is a monopoly provider of natural gas. Because Atmos has no competitors, regulation of the rates that it charges its customers is the only way that cities can ensure that natural gas rates are fair. Working as a coalition to review the rates charged by Atmos allows cities to accomplish more collectively than each city could do acting alone. Cities have more than 100 years experience in regulating natural gas rates in Texas.

ACSC is the largest coalition of cities served by Atmos Mid-Tex. There are 184 ACSC member cities, which represent more than 60 percent of the total load served by Atmos-Mid Tex. ACSC protects the authority of municipalities over the monopoly natural gas provider and defends the interests of residential and small commercial customers within the cities. Although many of the activities undertaken by ACSC are connected to rate cases (and therefore expenses are reimbursed by the utility), ACSC also undertakes additional activities on behalf of municipalities for which it needs funding support from its members.

The ACSC Membership Assessment Supports Important Activities:

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

Explanation of Resolution Paragraphs:

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

Payment of Assessment

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

RESOLUTION NO. R-05-23

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

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

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

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

WHEREAS, the City is a member of ACSC; and

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

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

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

Section 2. The City is further authorized to pay its 2023 assessment to the ACSC in the amount of five cents (\$0.05) per capita.

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

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

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

PASSED AND APPROVED this 27th day of February 2023.

JEFF JORDAN
MAYOR

ATTEST:

JESSIE HANKS
CITY SECRETARY

APPROVED AS TO FORM:

PATRICIA A. ADAMS
CITY ATTORNEY



Meeting
Date: 2/27/2023

Date: 02/14/2023

Item #: 7.

Dept.: Fire

Consent Agenda

SUBJECT:

Consider and take appropriate action on Resolution R-06-23, a resolution of the City Council of the City of Kaufman, Texas, accepting a donation of an ambulance from CareFlite, and authorizing the City Manager to execute all documents and take necessary action to transfer title to the ambulance.

BACKGROUND:

The Kaufman Fire Department partnered with CareFlite, who offered to donate a retired ambulance to the department. KFD will utilize this apparatus as a command/rehab unit for public safety (KFD & KPD) during major events. KFD can also deploy this unit to assist personnel at city events and outreach programs. Eventually, the unit will be re-wrapped to match the rest of the KFD fleet. KFD, KPD, and city staff are excited about the addition to the fleet and the support it will provide our personnel.

Author:
Ronnie Davis, Fire Chief

Reviewed:
Mike Slye, City Manager

Cost:

Funds Available:

Source:

Recommendation: Staff recommends approval of Resolution R-06-23 as presented.

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

RESOLUTION NO. R-06-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KAUFMAN, TEXAS ACCEPTING A DONATION OF AN AMBULANCE FROM CAREFLITE; PROVIDING FOR THE INCORPORATION OF PREMISES; ACCEPTING THE DONATION AND AUTHORIZING THE CITY MANAGER TO EXECUTE DOCUMENTS NECESSARY TO EFFECTUATE THE TRANSFER OF TITLE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Careflite, who is the owner of several reserve ambulances, has offered to donate an ambulance to the City of Kaufman for the benefit of the Kaufman Fire Department (hereinafter "Ambulance"); and

WHEREAS, the City of Kaufman wishes to accept the donation of the Ambulance and utilize it for the use of a command rehab unit for public safety; and

WHEREAS, the City Council has determined that acceptance of the Ambulance is beneficial to the City's health, safety and welfare.

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

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

SECTION 2. Donation Acceptance and Transfer. That effective as of the date of this Resolution, the City accepts the donation of the property "as is" and authorizes the City Manager to execute all necessary documents for the transfer of title from Careflite and the licensing of the ambulance in the name of the City of Kaufman.

SECTION 3. Effective Date. This Resolution becomes effective immediately upon its passage and approval.

PASSED AND APPROVED this 27th day of February 2023.

JEFF JORDAN
MAYOR

ATTEST:

JESSIE HANKS
CITY SECRETARY

APPROVED AS TO FORM:

PATRICIA A. ADAMS
CITY ATTORNEY



February 22, 2023

City of Kaufman Fire & Rescue
Jeremy Hatcher, Fire Captain
301 S Maddison
Kaufman, Tx 75142

Re: Vehicle Donation for Kaufman Fire Rescue

To Whom It May Concern:

This letter is to verify that CareFlite is offering to donate ambulance #6119 as a non-cash contribution to City of Kaufman Fire & Rescue. This is to assist with the vision and needs of the City of Kaufman Fire & Rescue

Year: 2008
Make: Dodge
Model: Ambulance
VIN: [WDOPE745885251465](#)
Value: \$2,000

The 2008 Dodge Ambulance vin # WDOPE745885251465 will be donated on an "as is" basis, no warranties expressed or implied. CareFlite assumes no liability

James Wagner
Ground Operations Manager



3110 S. Great Southwest Parkway, Grand Prairie, TX 75052 (972) 339-4200 (972) 988-3114 Fax
WWW.CAREFLITE.ORG MEMBERSHIP (877) DFW CARE



Meeting
Date: 2/27/2023

Date: 02/17/2023

Item #: 8.

Dept.: Administration

Consent Agenda

SUBJECT:

Consider and take appropriate action on Resolution R-07-23, a resolution of the City Council of the City of Kaufman, Texas, repealing Resolution R-40-22, providing a list of approved Cooperative Purchasing Programs for City participation, and adopting an updated list of Cooperative Purchasing Programs for City use.

BACKGROUND:

There were a few cooperative purchasing programs that the city wishes to utilize for public works purposes.

Author:
Mike Slye, City Manager

Reviewed:
Mike Slye, City Manager

Cost:

Funds Available:

Source:

Recommendation: Staff recommends approval of Resolution R-07-23 as presented.

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

RESOLUTION NO. R-07-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KAUFMAN, TEXAS, AUTHORIZING PARTICIPATION IN VARIOUS COOPERATIVE PURCHASING PROGRAMS AND REPEALING ALL PREVIOUSLY ADOPTED RESOLUTIONS, INCLUDING RESOLUTION R-01-19 AUTHORIZING PARTICIPATION IN VARIOUS COOPERATIVE PURCHASING PROGRAMS IN ACCORDANCE WITH THE CITY'S PROCUREMENT POLICIES AND PROCEDURES; PROVIDING FOR THE INCORPORATION OF PREMISES; IDENTIFYING THOSE COOPERATIVE PURCHASING PROGRAMS APPROVED FOR CITY PARTICIPATION; APPOINTING THE CITY MANAGER OR HIS DESIGNEE AS THE PROGRAM COORDINATOR OF COOPERATIVE PURCHASING PROGRAMS; AUTHORIZING EXECUTION OF ANY AND ALL NECESSARY AGREEMENTS FOR PARTICIPATION IN THE COOPERATIVE PROGRAMS BY THE MAYOR OR HIS DESIGNEE AND APPROVING RELATED CONTRACTS AND THE PAYMENT OF RELATED FEES IN ACCORDANCE WITH THE BUDGET; PROVIDING FOR THE REPEAL OF CONFLICTING RESOLUTIONS, INCLUDING RESOLUTION R-01-19; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 271 of the Texas Local Government Code authorizes a local government to participate in a cooperative purchasing program and provides that purchases made pursuant to an agreement with a local cooperative organization satisfy state laws requiring the local government to seek competitive bids for the purchase of the goods or services; and

WHEREAS, the Procurement Policies and Procedures of the City of Kaufman authorize purchases from a cooperative purchasing program or other approved state program provided that the City Council has approved participation; and

WHEREAS, City's participation in the cooperative purchasing programs and other approved state programs will improve efficiency in the purchasing process by allowing the City to meet competitive bid requirements, to identify and purchase goods and services from qualified vendors, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings that such programs provide; and

WHEREAS, the City Council previously adopted Resolution No. R-01-19 identifying cooperative purchasing programs available and for which the City Council determined that the City's participation therein would be beneficial; and

WHEREAS, the City Council has determined it appropriate to approve additional programs to be added to the list of cooperative purchasing programs available for use by City Staff, and as a result, the City Council hereby repeals Resolution No. R-09-19 and adopts this Resolution identifying a comprehensive list of cooperative purchasing programs in which the City is authorized to participate; and

WHEREAS, upon consideration of the cooperative purchasing programs specified in this Resolution, and all matters attendant and related thereto, the City Council is of the opinion that the City's participation in these programs is beneficial and should be approved, that this Resolution should be adopted, and that the City Manager or his designee is appointed as the Program Coordinator for the City's membership in such cooperative programs; and

WHEREAS, in the event that the participation in any of the cooperative purchasing programs approved by this Resolution requires the execution of an Agreement and/or the payment of a fee, such Agreement and fee are hereby approved and the Mayor or his designee is hereby authorized to execute any necessary Agreements for participation in such program(s) and the Program Coordinator is authorized to approve the payment of applicable fees provided that funds are budgeted and available for such participation.

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

Section 1. Incorporation of Premises/Repeal of Resolution No. R-01-19.

The foregoing premises, which are hereby found to be true and to be in the best interest of the City of Kaufman and its citizens, are hereby adopted. Resolution No. R-01-19 is hereby repealed in its entirety, and this Resolution is hereby adopted.

Section 2. Approved Programs. The City of Kaufman's participation in the following cooperative purchasing programs is hereby authorized and approved in accordance with the terms of this Resolution and the City of Kaufman Procurement Policies and Procedures (hereinafter "Approved Programs"):

Buyboard

Department of Information Resources (DIR)

Houston-Galveston Area Council Cooperative Purchasing Program (H-GAC)

North Central Texas Council of Government Cooperative Purchasing Program (NCTCOG)

Dallas County

City of Desoto

Texas Building and Procurement Commission (TBPC)

The Local Government Purchasing Cooperative (LGPC)

U.S. Communities Government Purchasing Alliance

National Joint Powers Association (NJPA)

Sourcewell

Texas Multiple Award Schedule (TXMAS) Program

Texas Smart Buy

TXShare Cooperative Purchasing Program

TIPS Purchasing Cooperative

Section 3. Program Coordinator Designated. The City Manager or his designee is appointed as the Program Coordinator for the City's membership in Approved Programs. The Program Coordinator is authorized to approve the payment of applicable fees for Approved Programs provided that funds are budgeted and available for such participation.

Section 4. Execution of Documents. The Mayor or his designee is hereby authorized to execute any necessary Agreements for participation in such Approved Programs according to the terms and conditions set forth in this Resolution and the City's Procurement Policies and Procedures.

Section 5. Conflicting Resolutions. All resolutions previously adopted by the City that are in conflict with this Resolution, including without limitation Resolution No. R-01-19 are hereby repealed.

Section 6. Effective Date. This Resolution shall become effective immediately upon its passage.

PASSED AND APPROVED by the City Council of the City of Kaufman, Texas, this the 27th day of February, 2023

JEFF JORDAN
MAYOR

ATTEST:

JESSIE HANKS
CITY SECRETARY

APPROVED AS TO FORM:

PATRICIA ADAMS
CITY ATTORNEY



Meeting
Date: 2/27/2023

Date: 02/07/2023

Item #: 9.

Dept.: Public Works

Consent Agenda

SUBJECT:

Consider and take appropriate action on the award of bid and contract for the Landscape Maintenance Services (mowing) for Fiscal Year 2023 to 5 Star Tree & Lawn and authorizing the Mayor or his designee to execute necessary documents.

BACKGROUND:

City Staff went out for bids for the FY 2023 Landscape Maintenance Services Project on Thursday, October 10, 2022, @ 2:30 p.m. Fifteen bid packets were sent to various vendors. Only one bid was received from 5 Star Tree and Lawn Care LLC. The specifically negotiated contract terms for approval are listed below:

New Contract Terms:

- Mowing, weed eating, herbicide Hwy 34, and litter pickup from the entrance of 243 to the old Hwy 34 Bypass north and south.
- The initial term of this contract shall be for a period of one (1) year. Upon completion of the initial term, the OWNER and CONTRACTOR may elect to renew this contract for a maximum of three (3) additional one (1) year periods, if agreed to in writing by both parties.

Author:

Tim Hopwood, Public Works Director

Reviewed:

Mike Slye, City Manager

Cost: \$40,000.00

Funds Available: Yes

Source: General Fund- Park
Department

Recommendation: Staff recommends that the City Council approve the new contract between 5 Star Tree & Lawn, LLC, and the City of Kaufman (COK) for one year from February 2023 through January 2024 one year at a total cost of \$40,000.

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

AGREEMENT

LANDSCAPE MAINTENANCE MOWING SERVICES AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF KAUFMAN §

THIS AGREEMENT for Landscape Maintenance Mowing Services (hereinafter referred to as "Agreement"), is entered into this 27th day of February 2023, by and between the **City Of Kaufman, Texas**, a Home Rule Municipality (hereinafter referred to as "City"), and **5-Star Tree & Lawn** of Kaufman, Texas (hereinafter referred to as Contractor), both acting through their duly authorized officers or employees.

WITNESSETH:

WHEREAS, City desires to contract with Contractor to provide maintenance and landscape mowing services for a number of areas of public or publicly controlled property within the City which are shown a copy of which is attached hereto and incorporated herein for all purposes (hereinafter called "Property"); and

WHEREAS, City, under the terms and conditions set forth herein, is agreeable to Contractor providing MAINTENANCE AND LANDSCAPE MOWING SERVICES, in accordance with this Agreement, in and upon the Property.

NOW, THEREFORE, for and in consideration of the covenants, obligations and undertakings to be performed by each of the parties to this Agreement, the parties do hereby agree as follows:

1. SCOPE OF SERVICES.

A. Services. Contractor shall provide the following services in accordance with the Contract Documents which include without limitation, the following: Addendums to this Contract for LANDSCAPE MAINTENANCE MOWING SERVICES and this Contract for LANDSCAPE MAINTENANCE MOWING SERVICES (hereinafter "MAINTENANCE SERVICES"); without limitation from Sections 1 through 12, attached hereto and incorporated herein.

The above listed Contract Documents are complementary and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency in any of the provisions of the Contract Documents, the inconsistency shall be

resolved by giving precedence to the Contract Documents in the order in which they are listed above.

1. **Mowing:**
 - a) Rotary mowers with grass catchers or mulching capability so that no grass is discharged onto the streets or upon sidewalks; or
 - b) Reel mowers with grass catchers for baseball infields and without for other turf mowing.
2. **Edging-** Contractor shall edge with a blade all curbs and sidewalks at each mowing. Edging shall be done in conjunction with each mowing cycle. Edging with string type trimmers is not permitted except by permission of the contract administrator.
3. **Weed-eating-** Contractor shall use a weed eater at each mowing to provide a manicured appearance. Contractor shall use such weed eater to cut all grass, weeds, and other natural plant materials in areas where a mower may not be used, including but not limited to weed eating around trees, edgings, shrubs, fencing and other obstacles, whether natural or manmade.
Trimming shall be performed concurrently with mowing. Trimming shall be done in such a way as to not damage trees or shrubs.
4. **Litter/ Debris-** Contractor shall remove litter/debris from property is performed for both aesthetic and safety reasons. Litter on property is to be removed prior to mowing. Responsibilities shall include both organic and inorganic debris. Contractor is responsible for the disposal of such debris.
5. **Mulch-** Contractor shall maintain at least 2" of brown hardwood mulch around all landscaping and flower beds.
6. **Pruning-** Contractor shall prune as required to maintain a consistently uniform appearance on hedges, shrubs, trees and ground cover. Trees must be kept 8-14' above roads and right-of-ways and walks depending on requirements. All pruned materials must be removed and disposed of by the Contractor.
Pruning shall include:
 - a. Dead, dying or unsightly branching
 - b. Crossed branches
 - c. Sprouts growing from or near the base of the plant
 - d. Nuisance growth that interferes with view, walks, lighting, or signage.

City may either supply the materials for the Additional Maintenance Services or may request Contractor provide a quote for those materials. City reserves

the right to select the most financially beneficial option.

- B. **Mowing Schedule.** Contractor shall provide all Maintenance Services in accordance with the maintenance schedule shown in Bid Proposal. The schedule may be modified by the City annually. City shall provide written notice to Contractor in the event of such modification. Contractor shall mow according to the schedule and shall not deviate from that schedule or provide maintenance services or any additional services other than those specifically provided in the City issued maintenance schedule without the prior written authorization of City.

2. **RESPONSIBILITIES OF CONTRACTOR.**

- A. Contractor shall be responsible for any and all damaged sprinkler heads and irrigation equipment, and general damage to the Property or any equipment or fixtures thereon. It shall be the sole responsibility of Contractor to immediately flag and report all such damage to the City's Public Works Director or his designee. Contractor shall be responsible for all costs for repairing such damage. City shall, in its sole discretion, deduct the costs of those repairs from the current payment due to Contractor. Failure by Contractor to report any such damage to City shall be a breach of this Contract.
- B. Contractor shall furnish or cause to be furnished, at its expense, all labor, equipment accessories and services necessary to provide Maintenance Services in accordance with this Agreement and all specifications provided by the City.
- C. The City shall inspect such Maintenance Services provided by Contractor for quality and compliance with the terms of this Agreement, and Contractor shall be required to take such steps as are necessary to cause all such services to be accomplished in accordance with City standards and this Agreement.
3. **TERM.** This Agreement shall become effective upon signing and work hereunder shall commence upon issuance of notice to proceed by City. The term of this Agreement shall be for a period of one (1) year from the date of notice to proceed and, upon mutual agreement of the parties, may be renewed annually for a period of three (3) terms of one (1) year each.
4. **NOTICE.** Contractor shall provide the City with a primary and secondary contact person knowledgeable about maintenance of the Property and Additional Maintenance Services specified hereunder, along with phone numbers where they can be each reached at all times. The City shall maintain a database with such information solely for the operational and emergency purposes of the City. Contractor shall notify the City of any changes in the

contact persons or phone numbers within ten (10) days of any changes in the contact information.

5. **CONSIDERATION.** In consideration for the compensation provided herein below, Contractor, its representatives, successors or assigns, at its sole expense, shall furnish all labor, materials, equipment, accessories and services, necessary to provide MOWING AND WEEDING, PLANTS & GROUND COVER MAINTENANCE SERVICES in accordance with the approved Specifications and Additional Maintenance Services for the Property as requested by the City. City shall pay Contractor an amount not to exceed Forty Thousand Dollars **(\$40,000.00)** in accordance with Contractor's Proposal, a copy of which is attached hereto and incorporated herein as **Exhibit "A"**. In the event of a conflict between the terms, provisions, or pricing of Contractor's Proposal and this Agreement, the terms of this Agreement shall control. Total compensation hereunder shall not exceed \$40,000 annually. Payments shall be made monthly and shall be due within thirty (30) days after receipt and approval of invoice by City. Invoices shall be submitted in the format required by City.
6. **INSURANCE.** Contractor, including his/her respective subcontractors, representatives, agents, and assigns providing services in fulfillment of the obligations of Contractor under the terms of this Agreement shall provide and maintain insurance as specified in **Section 9** throughout the entire term of this Agreement. Should Contractor fail to comply with this provision, City may terminate this agreement upon five (5) days written notice to Contractor.
7. **RIGHTS AND RESPONSIBILITIES OF CITY.** The City reserves the right to periodically inspect the Property to determine that such areas are being properly maintained by Contractor. If, upon such inspection, City finds that Contractor is not properly maintaining such areas, City shall so notify Contractor in writing, specifying the deficiencies. If Contractor does not remedy such deficiencies within five (5) days following receipt of such written notice, City shall have the option of performing the necessary maintenance work itself and deducting such costs from payments made to Contractor hereunder or to bill Contractor for all costs incurred, whether by a third party independent contractor retained by City or by the City. Contractor shall remit all payments to City under this Section within ten (10) days of receipt of a statement from the City.
8. **TERMINATION:** Except as otherwise provided herein, this Agreement may be terminated by either party with a one hundred and twenty (120) day written notice. Contractor shall notify the City, "Attention: "Public Works Director", in writing, of its desire to terminate this Agreement and end its maintenance responsibilities for the Property.

9. **INDEMNIFICATION:** Contractor, its representatives, successors, officers, agents and assigns hereby covenant and agree that no claim, loss, cause of action, suit or other action for damages resulting from death or personal injury to any of the above, or damage to personal property belonging to any of the above, or based in any manner upon the Landscape Services and Additional Maintenance Services on the Property, will ever be instituted by Contractor, its representatives, successors, or assigns against the City, its officials, officers, representatives, agents or employees. In the event that a claim or cause of action is brought by a representative, successor, agent, officer, employee, assign, or any other third party for whom Contractor is legally liable, Contractor shall release, hold harmless, defend and indemnify the City against any such claim or cause of action.

Contractor, its officers, employees, agents, representatives, successors, and assigns hereby covenant and agree to release, defend, indemnify and hold the City, its officials, officers, agents and employees harmless from and against any and all claims, losses, suits, causes of action or demands of any nature whatsoever attributable to, arising out of, or resulting from Landscape Services and Additional Maintenance Services for the Property.

10. **ENTIRE AGREEMENT:** This Agreement constitutes the entire and complete understanding between City and Contractor and all requirements hereunder may be modified or amended only by written instrument executed by Contractor and the City, their representatives, successors, or assigns. No other representation or agreement between City and Contractor, except as set forth herein, shall be binding.
1. **VENUE:** The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this Agreement, and Kaufman County shall be the exclusive venue for the bringing of any action to enforce the terms and conditions of this Agreement.
12. **SEVERABILITY.** If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this contract are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
13. **NONWAIVER.** The parties agree that one (1) or more instances of forbearance by City in the exercise of its rights herein shall in no way constitute a waiver thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CONTRACTOR:

BY: _____
(Signature)

(Print Name)

(Title)

CITY OF KAUFMAN, TEXAS

BY: _____
JEFF JORDAN
MAYOR

ATTEST:

CITY SECRETARY

APPROVED AS TO FORM:

CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2023 by _____, _____ of **CONTRACTOR**, a _____ partnership/corporation, on behalf of such _____.

Notary Public, State of Texas

STATE OF TEXAS §

§

COUNTY OF KAUFMAN §

This instrument was acknowledged before me on the ____ day of _____ 2023 by **JEFF JORDAN**, Mayor, of the **CITY OF KAUFMAN, TEXAS**, a general law municipality, on behalf of such municipality.

Notary Public, State of Texas

(EXHIBIT “A”)

Maintenance Services and Schedules:

1. RIGHT OF WAY MAINTENANCE

a.) MOWING SERVICES:

Services include mowing, weed-eating, herbicide, edging, trash removal and cleanup/removal/disposal of all debris from such services.

LOCATION	UNIT COST	TOTAL
SH 34 Bypass (North)		
• One (1) time every two (2) weeks for Eight (8) month (March-Oct.)	<u>\$1,250.00</u>	<u>\$20,000.00</u>
LOCATION	UNIT COST	TOTAL
SH 34 Bypass (South)		
• One (1) time every two (2) weeks for Eight (8) months (March-Oct.)	<u>\$1,250.00</u>	<u>\$20,000.00</u>
SH 175 Overpass (Washington Street)		
• One (1) time every two (2) weeks for nine (9) months	_____	_____
SH 175 Overpass (Houston Street)		
• One (1) time every two (2) weeks for nine (9) months	_____	_____
SH 175 / 243 Split		
• One (1) time every two (2) weeks for six (6) months	_____	_____
Addendum # 1		
• One (1) time every two (2) weeks for nine (9) months	_____	_____

b.) WEED REMOVAL:

Includes the removal of all weeds and grass from planting beds, curbs, sidewalks, overpasses, bridges, etc.

	UNIT COST	TOTAL
• One (1) time every two (2) weeks for nine (9) months	_____	_____

RIGHT OF WAY MAINTENANCE TOTAL ANNUAL COST: \$40,000.00

2. KAUFMAN CITY HALL

a.) MOWING SERVICES:

Services include mowing, weed-eating, edging, trash removal and cleanup/removal/disposal of all debris from such services.

	UNIT COST	TOTAL
• One (1) time per week for forty (40) weeks	_____	_____

b.) WEED REMOVAL:

Includes the removal of all weeds and grass from planting beds, curbs, sidewalks, etc.

	UNIT COST	TOTAL
• One (1) time per week for forty (40) weeks	_____	_____

c.) HEDGING/PRUNING SHRUBS, TREE TRIMMING:

Hedge and prune shrubs/bushes, trim trees and cleanup/removal/disposal of debris from such services

	UNIT COST	TOTAL
• Tree trimming two (2) times annually	_____	_____
• Hedging/pruning shrubs Four (4) times annually	_____	_____

d.) MULCHING:

Add brown hardwood mulch two (2) inches deep to flowering and plant beds, tree rings and collars, hedge lines and median beds.

	UNIT COST	TOTAL
• Two (2) times annually	_____	_____

e.) SEASONAL PLANTINGS:

Includes materials, irrigation system watering time settings, planting, removal and maintenance of annuals, perennials and other seasonal color plantings in specified planting beds in accordance to the City of Kaufman approval of plant list.

	UNIT COST	TOTAL
• Two (2) times annually	_____	_____

KAUFMAN CITY HALL TOTAL ANNUAL COST: \$_____

TOTALS:

RIGHT OF WAY MAINTENANCE TOTAL ANNUAL COST: \$_____

KAUFMAN CITY HALL TOTAL ANNUAL COST: \$_____

TOTAL CONTRACT: \$40,000.00



Meeting
Date: 2/27/2023

Date: 02/22/2023

Item #: 10.

Dept.: Public Works

Consent Agenda

SUBJECT:

Consider and take appropriate action on the award of bid and contract for the Landscape Maintenance Services (herbicide & pesticide, and pest control) for Fiscal Year 2023 to Fleming Brothers Inc. dba Southern Roots Lawn Care and authorizing the Mayor or his designee to execute necessary documents.

BACKGROUND:

City Staff went out for bids for the FY 2023 Landscape Maintenance Services Project that included the Application Services on Thursday, October 10, 2022, @ 2:30 p.m. Fifteen bid packets were sent to various vendors. Only one bid was received from Fleming Brothers Inc. dba Southern Roots Lawn Care. The specifically negotiated contract terms for approval are listed below:

New Contract Terms:

- Application Services lawn care for irrigated areas to include herbicide, pesticide, and pest control (Ants) for the Kaufman Sports Complex (KSC), Civic Center, and Kaufman City Hall.
- The initial term of this contract shall be for a period of one (1) year. Upon completion of the initial term, the OWNER and CONTRACTOR may elect to renew this contract for a maximum of three (3) additional one (1) year periods, if agreed to in writing by both parties.
- A copy of the current contract is attached for review.

Author:
Tim Hopwood, Public Works Director

Reviewed:
Mike Slye, City Manager

Cost: \$26,350.00

Funds Available: Yes

Source: General Fund- Park
Department

Recommendation: Staff recommends that the City Council approve the new contract between Fleming Brothers Inc. dba Southern Roots Car, and the City of Kaufman (COK) for one year from February 2023 through January 2024, one year at a total cost of \$26,350.00.

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



AGREEMENT

LANDSCAPE MAINTENANCE CHEMICAL APPLICATION SERVICES AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF KAUFMAN §

THIS AGREEMENT for Landscape Maintenance Chemical Application Services (hereinafter referred to as "Agreement"), is entered into this 27th day of February 2023, by and between the **City Of Kaufman, Texas**, a Home Rule Municipality (hereinafter referred to as "City"), and **Southern Roots Lawn Care** of Terrell, Texas (hereinafter referred to as Contractor), both acting through their duly authorized officers or employees.

WITNESSETH:

WHEREAS, City desires to contract with Contractor to provide maintenance and landscape chemical application services for a number of areas of public or publicly controlled property within the City which are shown a copy of which is attached hereto and incorporated herein for all purposes (hereinafter called "Property"); and

WHEREAS, City, under the terms and conditions set forth herein, is agreeable to Contractor providing MAINTENANCE AND LANDSCAPE CHEMICAL APPLICATION SERVICES, in accordance with this Agreement, in and upon the Property.

NOW, THEREFORE, for and in consideration of the covenants, obligations and undertakings to be performed by each of the parties to this Agreement, the parties do hereby agree as follows:

1. SCOPE OF SERVICES.

A. Services. Contractor shall provide the following services in accordance with the Contract Documents which include without limitation, the following: Addendums to this Contract for LANDSCAPE MAINTENANCE CHEMICAL APPLICATION SERVICES and this Contract for LANDSCAPE MAINTENANCE CHEMICAL APPLICATION SERVICES (hereinafter "MAINTENANCE SERVICES"); without limitation from Sections 1 through 12, attached hereto and incorporated herein.

The above listed Contract Documents are complementary and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency in any of the provisions of the Contract Documents, the inconsistency shall be resolved by giving precedence to the Contract Documents in the order in which they are listed above.

Chemical applications shall be at provided at three (3) locations, Kaufman Sports Complex, Kaufman City Hall and SH 175 Overpass at Washington St..

Annually:

Fire Ant control: 2 lbs. of Top Choice per 1,000 sq. ft

Grub control: 1.8 lbs. of Merit per 1,000 sq. ft

Bermuda fertilization and herbicide product and schedule for irrigated areas:

1. Early Fall: (October) Apply Pre- and Post-Emergent herbicide for the control and continued prevention of cool season grasses and broadleaf weeds. Prodiamine/Triplet 24-D
2. Late Fall: (November) Apply root stimulating fertilizer to continue the growth of root system throughout winter months. 0-26-26
3. Winter: (January) Apply a Pre- and Post-Emergent herbicide for the control and continued prevention of cool season grasses and broadleaf weeds.
4. Early spring: (March) Apply a Pre- and Post-Emergent herbicide for the control and prevention of summer grassy and broad leaf weeds, crabgrass and spurge.
5. Late Spring: (April) Apply a soil amending custom premium fertilizer to encourage outstanding color, vigor, and health of turf grasses. Treat any weeds that exist, check for lawn damaging insects and diseases. 34-0-4 30% Uflex Slow Release.
6. Early Summer: (July) Apply a soil amending custom premium fertilizer to encourage outstanding color, vigor, and health of turf grasses. Treat any weeds that may exist, check for lawn damaging insects and diseases. 28-3-10 30% Uflex Slow Release.
7. Late Summer: (September) Apply a soil amending custom premium fertilizer to encourage outstanding color, vigor, and health of turf grasses.

Treat any weeds that may exist, check for lawn damaging insects and diseases. 28-3-10 30% Uflex Slow Release.

City may either supply the materials for the Additional Maintenance Services or may request Contractor provide a quote for those materials. City reserves the right to select the most financially beneficial option.

2. **RESPONSIBILITIES OF CONTRACTOR.**

- A. Contractor shall be responsible for any and all damaged sprinkler heads and irrigation equipment, and general damage to the Property or any equipment or fixtures thereon. It shall be the sole responsibility of Contractor to immediately flag and report all such damage to the City's Public Works Director or his designee. Contractor shall be responsible for all costs for repairing such damage. City shall, in its sole discretion, deduct the costs of those repairs from the current payment due to Contractor. Failure by Contractor to report any such damage to City shall be a breach of this Contract.
- B. Contractor shall furnish or cause to be furnished, at its expense, all labor, equipment accessories and services necessary to provide Maintenance Services in accordance with this Agreement and all specifications provided by the City.
- C. The City shall inspect such Maintenance Services provided by Contractor for quality and compliance with the terms of this Agreement, and Contractor shall be required to take such steps as are necessary to cause all such services to be accomplished in accordance with City standards and this Agreement.

- 3. **TERM.** This Agreement shall become effective upon signing and work hereunder shall commence upon issuance of notice to proceed by City. The term of this Agreement shall be for a period of one (1) year from the date of notice to proceed and, upon mutual agreement of the parties, may be renewed annually for a period of three (3) terms of one (1) year each.
- 4. **NOTICE.** Contractor shall provide the City with a primary and secondary contact person knowledgeable about maintenance of the Property and Additional Maintenance Services specified hereunder, along with phone numbers where they can be each reached at all times. The City shall maintain a database with such information solely for the operational and emergency purposes of the City. Contractor shall notify the City of any changes in the contact persons or phone numbers within ten (10) days of any changes in the contact information.

5. **CONSIDERATION.** In consideration for the compensation provided herein below, Contractor, its representatives, successors or assigns, at its sole expense, shall furnish all labor, materials, equipment, accessories and services, necessary to provide CHEMICAL APPLICATION SERVICES in accordance with the approved Specifications and Additional Maintenance Services for the Property as requested by the City. City shall pay Contractor an amount not to exceed Twenty-Six Thousand Three Hundred Fifty Dollars (\$ 26,350) in accordance with Contractor's Proposal, a copy of which is attached hereto and incorporated herein as **Exhibit "A"**. In the event of a conflict between the terms, provisions, or pricing of Contractor's Proposal and this Agreement, the terms of this Agreement shall control. Total compensation hereunder shall not exceed \$26,350 annually. Payments shall be made monthly and shall be due within thirty (30) days after receipt and approval of invoice by City. Invoices shall be submitted in the format required by City.
6. **INSURANCE.** Contractor, including his/her respective subcontractors, representatives, agents, and assigns providing services in fulfillment of the obligations of Contractor under the terms of this Agreement shall provide and maintain insurance as specified in **Section 9** throughout the entire term of this Agreement. Should Contractor fail to comply with this provision, City may terminate this agreement upon five (5) days written notice to Contractor.
7. **RIGHTS AND RESPONSIBILITIES OF CITY.** The City reserves the right to periodically inspect the Property to determine that such areas are being properly maintained by Contractor. If, upon such inspection, City finds that Contractor is not properly maintaining such areas, City shall so notify Contractor in writing, specifying the deficiencies. If Contractor does not remedy such deficiencies within five (5) days following receipt of such written notice, City shall have the option of performing the necessary maintenance work itself and deducting such costs from payments made to Contractor hereunder or to bill Contractor for all costs incurred, whether by a third party independent contractor retained by City or by the City. Contractor shall remit all payments to City under this Section within ten (10) days of receipt of a statement from the City.
8. **TERMINATION:** Except as otherwise provided herein, this Agreement may be terminated by either party with a one hundred and twenty (120) day written notice. Contractor shall notify the City, "Attention: "Public Works Director", in writing, of its desire to terminate this Agreement and end its maintenance responsibilities for the Property.
9. **INDEMNIFICATION:** Contractor, its representatives, successors, officers, agents and assigns hereby covenant and agree that no claim, loss, cause of action, suit or other action for damages resulting from death or personal injury to any of the above, or damage to personal property belonging to any of the

above, or based in any manner upon the Landscape Services and Additional Maintenance Services on the Property, will ever be instituted by Contractor, its representatives, successors, or assigns against the City, its officials, officers, representatives, agents or employees. In the event that a claim or cause of action is brought by a representative, successor, agent, officer, employee, assign, or any other third party for whom Contractor is legally liable, Contractor shall release, hold harmless, defend and indemnify the City against any such claim or cause of action.

Contractor, its officers, employees, agents, representatives, successors, and assigns hereby covenant and agree to release, defend, indemnify and hold the City, its officials, officers, agents and employees harmless from and against any and all claims, losses, suits, causes of action or demands of any nature whatsoever attributable to, arising out of, or resulting from Landscape Services and Additional Maintenance Services for the Property.

10. **ENTIRE AGREEMENT:** This Agreement constitutes the entire and complete understanding between City and Contractor and all requirements hereunder may be modified or amended only by written instrument executed by Contractor and the City, their representatives, successors, or assigns. No other representation or agreement between City and Contractor, except as set forth herein, shall be binding.
1. **VENUE:** The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this Agreement, and Kaufman County shall be the exclusive venue for the bringing of any action to enforce the terms and conditions of this Agreement.
12. **SEVERABILITY.** If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this contract are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
13. **NONWAIVER.** The parties agree that one (1) or more instances of forbearance by City in the exercise of its rights herein shall in no way constitute a waiver thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CONTRACTOR:

BY: _____
(Signature)

(Print Name)

(Title)

CITY OF KAUFMAN, TEXAS

BY: _____
JEFF JORDAN
MAYOR

ATTEST:

CITY SECRETARY

APPROVED AS TO FORM:

CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____ 2023 by _____, _____ of **CONTRACTOR**, a _____ partnership/corporation, on behalf of such _____.

Notary Public, State of Texas

STATE OF TEXAS §

§

COUNTY OF KAUFMAN §

This instrument was acknowledged before me on the _____ day of _____ 2023 by **JEFF JORDAN**, Mayor, of the **CITY OF KAUFMAN, TEXAS**, a general law municipality, on behalf of such municipality.

Notary Public, State of Texas

(EXHIBIT "A")

Maintenance Services and Schedules:

1. CHEMICAL APPLICATION SERVICES:

Chemical applications shall be at the following three (3) locations:

- Kaufman Sports Complex – All areas marked on the attached map.
- Kaufman City Hall – All grass and planting bed areas
- SH 175 Overpass (Washington St.) planting bed areas and grass areas in front of beds.

Annually:

Fire Ant control: 2 lbs. of Top Choice per 1,000 sq. ft

TOTAL: \$1,800

Grub control: 1.8 lbs. of Merit per 1,000 sq. ft

TOTAL: \$1,800

Bermuda fertilization and herbicide product and schedule for irrigated areas:

Early Fall: (October) Apply Pre- and Post-Emergent herbicide for the control and continued prevention of cool season grasses and broadleaf weeds. Prodiamine/Triplect 24-D

TOTAL: \$3,250

Late Fall: (November) Apply root stimulating fertilizer to continue the growth of root system throughout winter months. 0-26-26

TOTAL: \$3,250

Winter: (January) Apply a Pre- and Post-Emergent herbicide for the control and continued prevention of cool season grasses and broadleaf weeds.

TOTAL: \$3,250

Early spring: (March) Apply a Pre- and Post-Emergent herbicide for the control and prevention of summer grassy and broad leaf weeds, crabgrass and spurge.

TOTAL: \$3,250

Late Spring: (April) Apply a soil amending custom premium fertilizer to encourage outstanding color, vigor, and health of turf grasses. Treat any weeds that exist, check for lawn damaging insects and diseases. 34-0-4 30% Uflex Slow Release.

TOTAL: \$3,250

Early Summer: (July) Apply a soil amending custom premium fertilizer to encourage outstanding color, vigor, and health of turf grasses. Treat any weeds that may exist, check for lawn damaging insects and diseases. 28-3-10 30% Uflex Slow Release.

TOTAL: \$3,250

Late Summer: (September) Apply a soil amending custom premium fertilizer to encourage outstanding color, vigor, and health of turf grasses. Treat any weeds that may exist, check for lawn damaging insects and diseases. 28-3-10 30% Uflex Slow Release.

TOTAL: \$3,250

CHEMICAL APPLICATIONS TOTAL ANNUAL COST: \$ 26,350



Meeting
Date: 2/27/2023

Date: 02/07/2023

Item #: 11.

Dept.: Finance

Consent Agenda

SUBJECT:

Consider and take appropriate action on a contract between the City of Kaufman and Kaufman County Tax Assessor/Collector to assess and collect ad valorem property taxes on all properties subject to the City of Kaufman's taxing jurisdiction; and authorizing the Mayor or designee to execute necessary documents.

BACKGROUND:

This item is an annual contract with Kaufman County Tax Assessor/Collector for the assessment and collection of ad valorem taxes for the City of Kaufman.

Author:

Mary Wennerstrom, Finance Director

Reviewed:

Mike Slye, City Manager

Cost:

Funds Available:

Source:

Recommendation: Staff recommends approval of a contract with Kaufman County Tax Assessor/Collector to assess and collect ad valorem property taxes on all properties subject to the City of Kaufman's taxing jurisdiction.

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

Kaufman County

Assessments and Collections Contract

I. PURPOSE

This contract between the Kaufman County Tax Assessor/Collector and the _____ is entered into pursuant to Section 6.24 of the Texas Property Tax Code and Sec. 791.011 of the Texas Government Code.

II. SCOPE OF SERVICES

1. SERVICES TO BE RENDERED BY TAX ASSESSOR/COLLECTOR (TAC)

The Tax Assessor shall assess and collect ad valorem property taxes on all properties subject to the Taxing Unit's taxing jurisdiction, and shall perform said services in the same manner and fashion as the TAC collects taxes due and owing Kaufman County on its own taxable properties. The services rendered hereunder shall conform with all applicable and controlling laws, rules, orders, mandates, and regulations, and shall include the following: (1) receiving the Certified Appraisal Roll from the appropriate Appraisal District(s) and monthly changes thereto, (2) providing mortgage companies, property owners and/or tax representatives tax roll and payment data, (3) providing all necessary assessments of taxes as required, (4) The transmittal of tax statements via appropriate medium (5) processing property tax payments, and (6) Calculations of effective tax rates, roll back tax rates and Truth in Taxation notices for publication unless instructed otherwise.

Additionally, on Taxing Unit's behalf, the TAC shall (1) approve and refund erroneous overpayments, if provided sufficient historical information by Taxing Unit, (2) obtain approval or rejection of requests for waiver of penalties and interest for delinquent taxes owed, (3) prepare and issue tax certificates, and (4) prepare and/or provide information and reports to state agencies, auditors and other interested parties regarding assessments, collections and disbursements of ad valorem taxes.

2. ADDITIONAL SERVICES AVAILABLE TO TAXING UNIT

The Tax Assessor might further perform or render additional related services when requested by the Taxing Unit, which additional services might result in additional costs and fees to be paid by the Taxing Unit. Before any such additional services are commenced by the TAC, said services and attendant costs and fees shall be confirmed by separate written agreement.

3. EXCLUSIONS

The scope of services contemplated hereunder does not include the administration of a rollback election. In the event of a rollback election, regardless of the outcome, all costs incurred by the TAC on behalf of the Taxing Unit shall be in addition to the collection fees set out in the attached Notice of Annual per Parcel Cost and shall be confirmed by separate written agreement. Should the Taxing Unit adopt a rate that will trigger a rollback election, they may obtain an estimate of the costs that would be incurred, regardless of the outcome of the election.

In the event of a rollback election by the Taxing Unit, the TAC shall assume no duty or responsibility hereunder regarding (1) any matter relating to a financial or legal obligation said Taxing Unit may owe to any applicable Appraisal District; (2) the adoption of Taxing Unit's corrected/modified/amended tax rates, and related

publications or notices pertaining thereto, or (3) any other obligation imposed by law or other controlling authority upon Taxing Unit not specifically stated in this Agreement.

III. COMPENSATION

In consideration of the services provided by the TAC, Taxing Unit shall pay the TAC for the services provided herein, the amounts reflected in the attached Notice of Annual per Parcel Cost. The Notice of Annual per Parcel Cost attached hereto is incorporated herein for all purposes and constitutes a part of this contractual agreement.

It is expressly understood and agreed that the _____ will pay costs stated in Exhibit A, the Notice of Annual per Parcel Cost, or future fees per parcel that might be amended over time, with the approval of the Kaufman County Commissioners Court. If the Notice of Annual Per Parcel Cost is amended in the future, the remainder of this Agreement shall remain in full force and effect unless specifically changed by supplemental, amended or a replacement Agreement. Before any such amendment may take effect, timely notice must be provided. To be considered timely, said notice shall be provided on or before the 1st day of June of each year, with an effective date of October 1st of the new tax year.

The TAC's shall withhold from the taxes collected under this agreement the amount of money necessary to pay for Tax Collection Services at the rate indicated in Section 4.01 from the December collections. The Taxing Entity shall not be entitled to receive any taxes collected for a tax year until the TAC has withheld the total amount of compensation under Section 4.01 for that year.

IV. COOPERATION

The Taxing Unit shall provide to the TAC, without charge, copies of all records necessary to perform the duties and responsibilities contemplated under this Agreement in the format and/or medium in which they currently exist.

The Taxing Unit shall provide to the TAC all accounts involved in the establishment of a new Public Improvement District ("PID") or any additions or deletions of an existing PID. PID rates must be adopted per \$100 of valuation as determined and certified by the applicable Appraisal District(s).

Tax Increment Financing (TIF) payments are not calculated or distributed by the County Tax Office.

Consistent with mandates of applicable law, the parties hereto shall assist each other in promptly complying with Public Information Requests pertaining to any aspects of this Agreement.

V. NOTICE OF APPLICABLE TAX RATES

Taxing Unit shall provide the TAC with timely notice regarding the adoption of all applicable tax rates and exemptions, as well as related directives, orders, decisions or other matters which impact the assessment and collection of ad valorem property taxes. As used herein, the phrase "timely" shall mean adopting the applicable tax rate for the Taxing Unit and providing notice to the TAC of same no later than the 3rd Wednesday of September for each year that this Contract remains in effect.

In the event that the Taxing Unit does not timely adopt its tax rate on or before the 3rd Wednesday of September and notify the TAC of same, the Taxing Unit agrees that it will bear all reasonable and additional costs incurred

by the TAC as a direct or indirect result of Taxing Unit's failure to timely adopt its tax rate. All such costs are in addition to the collection fees set out in the attached Notice of Annual per Parcel Cost.

VI. DEPOSIT OF FUNDS

All funds collected by the TAC on Taxing Unit's behalf shall be promptly transferred and deposited by automated clearing house (ACH) protocol into an account designated by Taxing Unit at its depository bank. If any daily collection total is less than Twenty-five Dollars (\$25.00), the distribution will be withheld until the cumulative total of taxes collected on the Taxing Unit's behalf equals at least Twenty-five Dollars (\$25.00).

After initiation of the aforementioned ACH transfers from the Kaufman County Tax Office's Depository account to the Taxing Unit's designated Depository Account, the TAC retains no responsibility, and shall have no liability, for the further management and processing of said funds.

VII. REFUNDS

Refunds will be made by the TAC on Taxing Unit's behalf only as set forth herein. The TAC will not make refunds on prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided and made available to the TAC.

The TAC agrees to issue refund checks on behalf of the Taxing Unit based on value changes as provided by the Appraisal Districts; should a Taxing Unit have insufficient collections to repay the Tax Office within 15 days then the outstanding sum must be paid in full upon notification by the Tax Office.

In the event that the Taxing Unit is a party in any lawsuit regarding the collection of taxes provided for herein, which matter is resolved by settlement or final judgment requiring the Taxing Unit to refund tax payment proceeds to a taxpayer, the TAC shall be permitted to make such refund on the Taxing Unit's behalf, and to debit such amount from tax payment proceeds currently held by the TAC on behalf of the Taxing Unit.

VIII. AUDIT CONTROLS

The TAC shall employ and utilize appropriate internal and external audit controls to insure the accuracy and integrity of their tax collection efforts on Taxing Unit's behalf. The Taxing Unit reserves the right to employ its own independent audit mechanisms and controls. When requested, the TAC shall cooperate with the Taxing Unit's independent auditors by providing necessary explanations and reports.

IX. DELINQUENT TAX COLLECTION

In addition to the services provided herein, the TAC shall, to the fullest extent permitted by law, make all reasonable efforts to pursue the collection of delinquent ad valorem property taxes owed to the Taxing Unit. All such efforts shall include contracting with any competent attorney to represent the TAC in enforcing the collection of delinquent taxes. To avoid duplication of efforts and unnecessary costs to the taxpayer, the TAC recommends employing the same counsel for both the TAC and the Taxing Unit. Any attorney retained for such representation shall be paid in the manner permitted by law and consistent with the contract between the TAC and the attorney.

In the event the Taxing Unit utilizes different legal counsel than the one employed by the TAC, the Taxing Unit agrees to pay the additional cost, if any, that are incurred in utilizing different legal counsel. All such costs are in addition to the collection fees set out in the attached Notice of Annual per Parcel Cost.

X. NOTICES

Notices required to be given to either party to this agreement shall be deemed delivered when either personally delivered, faxed with receipt confirmed, or when mailed via United States Mail, certified or registered, postage prepaid, and confirmed received by intended recipient.

XI. SUPPLEMENTAL SURETY BOND RECOMMENDED

The TAC recommends that the Taxing Unit obtain additional and adequate surety bond for the TAC specifically related to all anticipated services to be performed and rendered hereunder, with all associated premiums for such bond to be paid by the Taxing Unit.

XII. TERM AND DURATION OF AGREEMENT

The term of this Agreement shall begin on the date of signatures by all parties, and continue in full force and effect, from year to year, until such time as either party, by written notice to the other, terminate the same. Notice of termination given hereunder on or before the 1st day of May of the tax year in which the party intends termination, shall be effective immediately following the 30th day of September after such notice.

XIII. SOVEREIGN IMMUNITY

This Contract for Assessment and Collection is expressly made subject to each party's sovereign immunities, Title 5 of the Texas Civil Remedies Code and all applicable state and federal law. The parties expressly agree that no provision of this Agreement is intended to in any way constitute a waiver of any immunity from suit or from liability that the parties have by operation of law.

XIV. MISCELLANEOUS PROVISIONS

This Contract for Assessment and Collection contains the entire agreement between the parties relating to the rights and obligations delegated, assumed and owed by and between the TAC and the Taxing Unit. This contract supersedes any prior understandings and agreements between the parties, written or oral, pertaining to the same subject matters.

Pursuant to Section 2271.002 of the Texas Government Code, Entity verifies that it:

- a) Does not Boycott Israel; and
- b) Will not boycott Israel during the term of this contract

This contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations herein shall be performed in Kaufman County, Texas.

This contract is not intended to benefit any third-party beneficiaries.

This contract shall be binding upon and inure to the benefit of the parties hereto, and to their respective

successors and assigns.

Should one or more provisions contained herein be declared invalid, illegal, or otherwise unenforceable, such declaration shall not invalidate or adversely impact other valid, legal and enforceable provisions, and the remainder of this Agreement shall remain in full effect.

AGREED AS TO FORM AND CONTENT:

Teressa Floyd
Kaufman County Tax Assessor/Collector

Date

Entities name
Title

Date

Jakie Allen
Kaufman County Judge

Date

Exhibit A (Section 4.01)

Annual Notice of Per Parcel Cost for Ad Valorem Tax Collections for 2023

Please accept this annual notice of per parcel cost of collections for your Ad Valorem taxes for assessment and collection with your entity and the Kaufman County Tax Assessor/Collector's Office.

These per parcel costs were effective with the July 2022 certified roll and were billed and collected by January 31, 2022.

	<u>2022 Tax Year</u>	<u>2023 Tax Year</u>
Parcels with Kaufman County (Certified by Kaufman County Appraisal District)	\$1.50	\$1.50
Parcels outside of Kaufman County (Certified by any other CAD besides Kaufman CAD)	\$2.10	\$2.10

Please attach this notice to your original Assessment and Collection Contract as the official costs determined and agreed upon by the Kaufman County Tax Assessor's Office and the Commissioners Court.

Teressa Floyd
Tax Assessor/Collector



Meeting
Date: 2/27/2023

Date: 02/14/2023

Item #: 12.

Dept.: Public Works

Consent Agenda

SUBJECT:

Consider and take appropriate action on a Non-Exclusive Use Agreement between the City of Kaufman and the Kaufman Youth Football Association for use of the football fields at the Kaufman Sports Complex; and authorizing the mayor or his designee to execute necessary documents.

BACKGROUND:

City staff proposed a non-exclusive field use agreement with the Kaufman Youth Football Association (KYFA). The contract term is for a one-year duration. The new contract allows the KYFA teams to use the city-owned fields under the agreement terms. The new contract is attached:

New contract details:

- The term of the agreement shall commence on March 01, 2023, and end on February 28, 2024, unless otherwise terminated as provided herein for KYFA. After the initial term expires, the contract will renew for three (3) additional terms of one (1) year each provided that the contract is not protested by either party within sixty days (60) of the contract's expiration date.
- The spring season will run from the first week of March through the fourth week of June. The Fall Season will run from the second week of August through the second week of October.
- If, at any time, the CITY institutes a player fee, KYFA will be required to collect and pay to the CITY all said fees collected within two weeks of the beginning of each season
- KYFA will pay \$125.00 per field per day for non-seasonal tournaments.

The Kaufman Parks and Recreation Board (KPRB) made a motion at the Thursday, February 16, 2023, board meeting to approve the new contract terms for the KYFA Association and to make a motion to City Council for final approval.

Author:

Tim Hopwood, Public Works Director

Reviewed:

Mike Slye, City Manager

Cost:

Funds Available:

Source:

Recommendation: Staff recommends approval of the Non-Exclusive Use Agreement between the City of Kaufman and the Kaufman Youth Football Association for use of the football fields at the Kaufman Sports Complex; and authorizing the mayor or his designee to execute necessary documents.

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



THE STATE OF TEXAS §
 §
COUNTY OF KAUFMAN §

**NON-EXCLUSIVE USE AGREEMENT BY AND BETWEEN
THE CITY OF KAUFMAN
AND THE KAUFMAN YOUTH FOOTBALL ASSOCIATION**

THIS NON-EXCLUSIVE USE AGREEMENT is made and entered into by and between the CITY OF KAUFMAN, TEXAS (hereinafter referred to as “CITY”), acting by and through its Mayor or designee, and the Kaufman Youth Football Association (hereinafter referred to as “KYFA”), acting by and through the President its Board of Directors, or designee, (hereinafter “Agreement”).

WITNESSETH:

WHEREAS, the CITY owns and maintains CITY parks and sports facilities (hereinafter “Kaufman Sports Complex”); and

WHEREAS, the KYFA is comprised of various youth Football teams for Football play; and

WHEREAS, the KYFA desires to use the CITY parks and facilities as specifically identified herein below; and

WHEREAS, Capital improvement cost participation and other partnership opportunities shall be pursued and shared by CITY and KYFA as expressly set forth in this Agreement; and

WHEREAS, KYFA and CITY agree that it serves their best interests to work with CITY; and

WHEREAS, KYFA and CITY agree that the properties and facilities identified herein shall be used by KYFA solely for the purpose of providing Football use for the members of the KYFA; and

WHEREAS, the parties agree that this Agreement supersedes any and all prior written and/or oral agreements for use of Kaufman Sports Complex, and by execution of this Agreement, the parties agree and intend that this Agreement shall exclusively govern KYFA’s use of Kaufman Sports Complex.

NOW THEREFORE, FOR AND IN CONSIDERATION of the above and foregoing premises, the benefits flowing to each of the parties hereto, and other good and valuable consideration, CITY and KYFA do hereby agree as follows:

I. INCORPORATION OF PREMISES / TERM

1.01 Incorporation of Premises. The foregoing premises to this Agreement are incorporated herein for all purposes as if set out herein verbatim.

- 1.02 Term.** The term of this Agreement shall commence on March 1, 2023 and shall end on February 28, 2024, unless otherwise terminated as provided herein. After the initial term has expired, this contract will automatically renew for three (3) additional terms of one (1) year each, provided that such renewal is not contested by either party within sixty (60) days of the contract's expiration date.

II. KAUFMAN SPORTS COMPLEX / CONSIDERATION

- 2.01 Kaufman Sports Complex.** CITY, under the terms and conditions provided herein, shall allow KYFA the non-exclusive use of Kaufman Sports Complex and facilities within the park as specifically identified in Exhibit "A", a copy of which is attached hereto and incorporated herein, for athletic and sporting events, to wit, Football events.
- 2.02 Consideration.** In consideration for the use of Kaufman Sports Complex, KYFA hereby agrees to provide a proposed use schedule (which specifically identifies complexes and fields to be used) to the CITY at least seven (7) days before the commencement of each seasonal practice schedule and at least fifteen (15) days prior to each regular season game schedule. In the event of changes in the game and or practice schedule, KYFA shall provide CITY with a written notice at least seventy-two (72) hours prior to the proposed change. Acceptance of the proposed changes shall be within the sole discretion of the CITY; provided however, that acceptance shall not be unreasonably withheld.

III. USE SCHEDULING/REGISTRATION

- 3.01 Regular Season.** The "Spring Season" shall run from the first week of February through the fourth week of June and the "Fall Season" shall run from the second week of August through the third week of October, and shall include tryouts, all practice and league games, tournaments and make-up games.
- 3.02 Tournaments.** Upon thirty (30) days written notice and approval of proposed scheduling by CITY, KYFA shall be allowed to schedule a league tournament for no cost during the Spring Season. For any additional tournaments, KYFA shall pay tournament gate fees of \$125.00 per team.
- 3.03 Scheduling.** CITY and KYFA agree that scheduling of additional games and practices on dates not contained in the CITY approved schedule shall not be permitted unless these additional times are mutually agreed to in writing by the CITY and KYFA, and if allowed, there shall be no additional cost to KYFA. Use of Kaufman Sports Complex shall be limited to the sports games and contests scheduled by KYFA, and KYFA shall provide written notice of scheduling to the Parks and Recreation Department in accordance with the time frames set forth in this Agreement. **KYFA shall provide one point of contact for all scheduling of Kaufman Sports Complex.** No KYFA tournaments and/or use of **Kaufman Sports Complex** by KYFA, other than that expressly provided for under a CITY approved schedule, shall be allowed by the CITY. Weather days, rain days, or suspension of play may require rescheduling of events. KYFA shall provide written notice of such rescheduling requests to the Parks and Recreation Department at least **seventy-two (72) hours** in advance of the proposed schedule change.

The CITY reserves the right to use any field or facility located at Kaufman Sports Complex for purposes other than Football upon submitting the scheduled use to KYFA thirty (30) days prior to that use.

IV. MAINTENANCE RESPONSIBILITIES

4.01 CITY Maintenance Responsibilities. CITY shall be responsible for routine maintenance of Kaufman Sports Complex, including the following:

1. Watering.
2. Loose trash and debris removal on grounds and common areas.
3. Mowing.
4. Over-seeding (as needed/allowed);
5. Fertilization.
6. Aerification.
7. Top dressing.
8. Turf management
9. Irrigation.
10. Restrooms.
11. Lighting; and
12. Other similar maintenance items.

4.02 Repairs. CITY shall have the sole discretion to determine nature and timing of repairs and shall have the sole duty and responsibility for making repairs to all permanent improvements owned by the CITY such as fencing, buildings, lighting, or other permanent structural improvements upon Kaufman Sports Complex.

4.03 CITY Alterations. CITY shall have the right to make, at its own expense, all alterations or additions to all or any portion of Kaufman Sports Complex as the CITY determines appropriate in its sole discretion, notwithstanding any conflicting provision of this Agreement.

4.04 KYFA Maintenance and Other Responsibilities: KYFA shall be responsible for the following:

A. Maintenance and Improvements Generally. Maintenance or improvements in addition to those provided by CITY pursuant to this Section, shall be the responsibility of KYFA and shall only be allowed upon the prior written approval of CITY.

B. Field Maintenance: KYFA through their President or designee shall promptly notify the CITY of all field maintenance requests, requests for additional services or the existence of unsafe conditions by providing written notice to the Park Superintendent and/or designee. KYFA is responsible for the field preparation and chalk lining prior to the scheduled games.

4.05 KYFA Alterations. KYFA shall not move, alter or remove, in whole or in part, any improvement, fixed or movable, upon Kaufman Sports Complex, including without limitation bleachers, without first obtaining the express written permission of the CITY and then only in the event that the move, alteration or removal will not subject such improvements or Kaufman Sports Complex to damage. Any such move, alteration or removal shall be at the sole expense of KYFA.

- 4.06 Council Updates.** An officer of the KYFA Board shall attend a CITY Council meeting and shall provide an update to the CITY Council within thirty, (30) days after the last day of regular season play for both the Fall Season and the Spring Season.
- 4.07 Ex-Officio Member.** The Public Works Director or designee shall serve as an ex-officio member of the Board of Directors of the KYFA. KYFA shall email board-meeting agendas to the Parks and Recreation Director or designee a minimum of seventy-two (72) hours prior to each such KSA Board meeting.
- 4.08 Partnership Opportunities.** KYFA shall diligently pursue any actions or opportunities that will reduce the maintenance and operational costs of both KYFA and CITY, including without limitation, additional tournaments, capital improvement initiatives and other CITY authorized activities.
- 4.09 Events.** CITY and KYFA agree and understand that there is a benefit in combining resources and participation in CITY sponsored events. KYFA agrees to work with CITY in the joint scheduling and promotion of CITY events as practicable for both parties.

V. Rules and Regulations / Closure/ Parking

- 5.01 CITY Regulations.** KYFA understands and agrees that its' use of the Kaufman Sports Complex shall be allowed only in accordance with CITY ordinances, guidelines and regulations, including without limitation the following:
- A. Field Closure Policy and Procedure:** KYFA shall cancel, delay or postpone any games, tournaments, practices, scrimmages, camps or other activities if severe weather conditions are present and/or when CITY notifies KYFA that supplemental watering will be conducted. Notwithstanding the terms of this Agreement, CITY, in its sole discretion, retains the right to close any or all of Kaufman Sports Complex that is the subject of this Agreement. The Park Superintendent and/or designee, at their sole discretion, may close Kaufman Sports Complex and suspend play at any time if, in CITY'S sole discretion, it is determined that continued use presents a risk of injury to persons or damage to Kaufman Sports Complex or the general health, safety or welfare of the public.
 - B.** In addition to the foregoing, all of a portion of Kaufman Sports Complex may be closed for repair, remodeling, over seeding or other maintenance. In the event of closure for such maintenance, CITY shall timely notify KYFA officials in order to minimize the impact on scheduling as much as reasonably possible. CITY also reserves the right to close all or a portion of Kaufman Sports Complex during operational hours, and if resources are available, CITY may offer substitutions or alternatives for the use of Kaufman Sports Complex or offer replacement premises or facilities.
- 5.02 Parking:** During the term of this Agreement, CITY shall provide KYFA with access to and use of Kaufman Sports Complex east parking area. The repair and maintenance of such parking lot shall remain the sole responsibility of the CITY.

KYFA agrees to stop all play by 10:00 p.m. Any exceptions to these guidelines must be approved in advance by the City.

VI. KYFA USE OF CITY PARK

- 6.01 Consideration.** If at any time, the CITY institutes a player fee KYFA will be required to collect and pay to the CITY all said fees collected within two weeks of the beginning of each season.
- 6.02 As-Is Condition.** The KYFA shall take Kaufman Sports Complex on an “as-is” condition on the date of execution of this Agreement and there shall be no obligation by the CITY to make any other improvements to the concession stands and/or any other Kaufman Sports Complex facilities. KYFA shall not make any improvements or structural changes to any CITY facility without written permission by the Director of Public Works. KYFA will keep the facility clean and maintained during operational timeframes.

VII. GENERAL REQUIREMENTS APPLICABLE TO KSA FOR USE OF CITY PROPERTY

- 7.01 Immunity:** Nothing in this Agreement, or in any exhibit or attachment hereto, shall be construed to affect, alter, or modify the immunity of either party under the Texas Civil Practice and Remedies Code §§101.001 et seq. It is expressly understood and agreed that in the execution of this Agreement, neither CITY nor KYFA waives, nor shall be deemed to waive, any immunity or defense that would otherwise be available to each against claims arising in the exercise of governmental powers and functions.
- 7.02. Insurance:** During the term of this Agreement KYFA shall obtain and maintain, at its sole expense, general liability insurance with the minimum amounts of \$1,000,000 Bodily Injury Liability and \$1,000,000 Property Damage Liability while naming the CITY of Kaufman as an additional insured to protect against potential claims arising out of the KYFA's use of the Kaufman Sports Complex and the facilities. KYFA shall furnish CITY with certificates of insurance evidencing its compliance with this Paragraph at least ten (10) days prior to the commencement of the term of this Agreement. Nothing contained herein shall be construed to grant any third-party rights or as a waiver of any governmental and/or public purpose of the operation or use of all or a portion of Kaufman Sports Complex.
- 7.03 No Third Party Beneficiary:** For purposes of this Agreement, including its intended operation and effect, the parties specifically agree and contract that: (1) the Agreement only affects matters/disputes between the parties to this Agreement, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with CITY or KYFSA or both; and (2) the terms of this Agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either CITY or KYFA. This Agreement shall not create any third-party beneficiaries.
- 7.04 Notice:** Each notice or other communication which may be or is required to be given under this Agreement shall be in writing and shall be deemed to have been properly given when delivered by e-mail or personally during the normal business hours of the party to whom such communication is directed, or upon receipt when sent by United States registered or certified mail, return receipt requested, postage prepaid, to the following addresses as may be designated by the appropriate party; however, each party has a right to designate a different address by giving the other party fifteen (15) days prior written notice of such designation:

If to KYFA:

Brian Townsend
President
Kaufman Youth Football Association
P.O. Box 544
Kaufman, Texas 75142

Tim Hopwood
Director of Public Works
City of Kaufman
1003 Grove Street
Kaufman, Texas 75142

- 7.05 Claims Against Parties:** Each party shall be responsible for defending and/or disposing of all causes arising against the respective party as a result of its use or occupation of Kaufman Sports Complex. It is expressly understood and agreed that in the execution of this Agreement, neither CITY nor KYFA waives, nor shall be deemed to waive, any immunity or defense that would otherwise be available to each against claims arising in the exercise of governmental powers and functions.
- 7.05 Entire Agreement:** This Agreement contains the entire agreement of the parties hereto, and no other oral or written commitments shall have any force or effect if not contained herein.
- 7.06 Severability:** In case anyone (1) or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalidity, illegality or unenforceable provision had never been contained herein.
- 7.07 Authority:** The undersigned officers and/or agents are authorized to execute this Agreement on behalf of the parties hereto, and each party hereto certifies to the other that any necessary resolutions extending such authority have been duly passed and are now in full force and effect.
- 7.08 Defective Conditions.** KYFA shall promptly report to CITY any defects or dangerous conditions it discovers on or concerning Kaufman Sports Complex or other CITY property and shall cease any such use until such defect or condition is repaired or cured, provided CITY shall not have an obligation to repair or cure any such defect of condition.

VIII. TERMINATION

- 8.01 Termination for Cause.** Upon the occurrence of any one or more of the following events, the CITY in its sole discretion may elect to terminate this Agreement upon ten (10) days written notice of default to KYFA:

KYFA defaults by failing to timely remit payment to CITY in accordance with the provisions of this Agreement or otherwise defaults upon any one or more of its obligations under this Agreement, and KYFA has failed to remedy such default within ten (10) days of the date of CITY'S written notice of default to KYFA.

8.02 Termination Without Cause. Either party may terminate this Agreement with or without cause, by giving sixty (60) days prior written notice of the date of termination to the other party. Upon termination, all permanent improvements shall remain the property of CITY and all personal property shall remain the property of the party paying for such personal property. Removal of personal property or improvements shall be subject to the terms contained herein. However, all personal property and improvements remaining on Kaufman Sports Complex property for sixty (60) days after the date of termination of this Agreement shall become the property and improvements of the CITY.

IX. REMEDIES AND PENALTIES

9.01 Remedies. No right or remedy granted or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Agreement may be waived without written consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Agreement.

9.02 Penalties. In addition to all other rights and remedies of CITY under the terms of this Agreement and CITY Ordinance, as a penalty for violation of any of the terms or conditions of this Agreement or of a CITY Ordinance when such violation results in damage to CITY property or facilities, KYFA shall pay the actual cost of the repair of such damage plus a fifty dollar (\$50.00) fee per hour for each CITY staff person utilized to make the repair. Further, in addition to the foregoing penalty and all other remedies legally available to CITY, in the event that participants, guests or spectators at a KYFA scheduled activity engage in any action or behavior, whether intentional or negligent, that causes or results in damage to CITY property, KYFA shall pay the actual cost of the repair of such damage plus a fifty dollar (\$50.00) fee per hour for each CITY staff person utilized to make the repair.

X. APPLICABLE LAW

This Agreement is governed by the laws of the State of Texas; exclusive venue for any action shall be in Kaufman County, Texas.

XI. ASSIGNMENT

KYFA shall not assign, sublet, subcontract, transfer all, or a portion of its rights or obligations under this Agreement without the prior written approval of the CITY.

XII. GENERAL REQUIREMENTS

12.01 Financials. KYFA shall provide financials to the CITY on or before the last Monday in February for the previous Fall Season, and on or before the last Monday in August for the previous Spring Season. This requirement shall survive termination and/or expiration of this Agreement.

12.02 Reports. On or before the twenty-first (21st) day following the commencement of the Spring Season and the Fall Season, KYFA shall provide a written report identifying the total number of

KYFA registered players, the city of residence for each such player, the associated age division for each such player, and the classification of the player as a member of a recreation team or a select team.

12.03 Background Checks. KYFA shall require that each person volunteering to serve as a board member, head coach and/or an assistant coach, or in any other capacity pass a background check. Additionally, all adult umpires shall be required to successfully pass a background check. KYFA approved standards for successful completion of a background check shall be provided to CITY, and any person failing to meet such standards shall not be allowed to volunteer, serve or otherwise work for KYFA in any manner or capacity.

WITNESS: KAUFMAN YOUTH FOOTBALL ASSOCIATION

By: _____
Brian Townsend, President
Kaufman Youth Football Association

ATTEST: CITY OF KAUFMAN, TEXAS

By: _____
Jeff Jordan, Mayor
City of Kaufman, Texas

By: _____
Jessie Hanks, CITY Secretary
City of Kaufman, Texas

APPROVED AS TO FORM:

By: _____
Patricia Adams, CITY Attorney
City of Kaufman, Texas

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF KAUFMAN §

This instrument was acknowledged before me on the _____ day of _____, 2023 by **Jeff Jordan, Mayor** of the **CITYCITY OF KAUFMAN, TEXAS**, a home rule municipal corporation, on behalf of such corporation.

Notary Public in and for the
State of Texas

STATE OF TEXAS §
 §
COUNTY OF KAUFMAN §

This instrument was acknowledged before me on the _____ day of _____, 2023 by **Brian Townsend, President** of the **KAUFMAN YOUTH FOOTBALL ASSOCIATION** a nonprofit corporation, on behalf of such corporation.

Notary Public in and for the
State of Texas

EXHIBIT "A"
(CITY FIELDS & FACILITIES TO BE USED BY KYFSA)

KAUFMAN SPORTS COMPLEX

Practice Football Fields
Parking Lot



Meeting
Date: 2/27/2023

Date: 02/22/2023

Item #: 13.

Dept.: Development
Services

Consent Agenda

SUBJECT:

Consider and take appropriate action on an amendment to the existing professional services agreement between Bureau Veritas North America, Inc. and the City of Kaufman dated January 1, 2018 to provide for a revised cost of services for backup plan review and building inspection services.

BACKGROUND:

On January 1, 2018, the City of Kaufman entered into a professional services agreement with Bureau Veritas North America, Inc. to provide for professional services related to building plan review and building inspection services. In December 2020, the City hired a Building Official that now handles plan review and building inspection services for the City, but has retained Bureau Veritas to provide backup plan review and inspection services in the event of the absence of the Building Official or for other extenuating circumstances. The current contract provides for two tables of fees, one for commercial and multi-family residential plan reviews and another table for single-family residential plan review and inspection and commercial & multi-family inspection, both tables being based on the valuation of the project. Bureau Veritas is proposing to amend the contract (specifically page 9 of the current contract) to provide for a more simplified fee structure, which includes a flat fee of \$150.00 for new residential plan reviews, \$76.92 per inspection stop (which is consistent with the baseline in the current contract), and a revised fee structure for miscellaneous residential and commercial plan reviews based on the valuation of the project. Given the fact that the City mostly relies on Bureau Veritas primarily for backup inspections and is largely able to handle plan reviews in-house, staff is supportive of the revised fee structure, which maintains inspection costs at the baseline minimum provided for in the current contract. In addition, the revised fee structure for plan reviews (if needed) is simpler, and while the fees for commercial and multi-family plan review for valuations higher than \$10,000 are slightly higher than the current contract, the new residential plan reviews are substantially reduced with the new flat rate of \$150.00, which is a more than fair trade-off, especially given the expected growth in new residential plan reviews that is likely to occur.

Author:

Reviewed:

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

Cost:

Funds Available:

Source:

Recommendation: Staff recommends approval of the proposed amendment to the City's professional services agreement with Bureau Veritas, replacing Page 9 of the contract with the amended cost of services outlined in the letter to the City dated January 16, 2023.

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



2018

STANDARD PROFESSIONAL SERVICES AGREEMENT

This STANDARD PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 1st day of January, 2018, by and between Bureau Veritas North America, Inc., (herein called "BVNA"), and the City of Kaufman (herein called "Client").

RECITALS

WHEREAS, the Client desires that BVNA provide independent professional services for Client under the terms of a Standard Professional Services Agreement;

WHEREAS, BVNA represents that it is a professional independent consulting firm and is willing and able to perform such services upon terms and conditions hereinafter set forth;

WHEREAS, all services will be conducted in accordance with these terms and conditions and the agreed upon Scope of Services and Fee Schedule the forms of which are attached as Attachments "A" and "B" respectively.

NOW, THEREFORE, in consideration of the foregoing and of the benefits to each of the parties accruing, the parties hereto do mutually agree as follows:

AGREEMENT

1. **Scope of Services.** During the term of this Agreement, Client may call upon BVNA to perform specific work from the scope to be defined per project in accordance with the agreed upon fees. Individual projects may be delineated via a specific proposal in accordance with the terms and conditions set forth in this Agreement. BVNA agrees to furnish services in conformity with the terms hereof and the following documents which are incorporated by reference and made a part hereof. No subsequent amendment to this Agreement shall be binding on either BVNA or Client unless reduced to writing and signed by an authorized Representative of BVNA and Client. Any pre-printed forms including, but not limited to: purchase orders, shipping instructions, or sales acknowledgment forms of either party containing terms or conditions at variance with or in addition to those set forth herein shall not in any event be deemed to modify or vary the terms of this Standard Professional Services Agreement.

2. **Term.** This Agreement shall remain in effect from the effective date of the Agreement unless terminated by written notice to the other party at least thirty (30) days prior to termination. Fees may be adjusted annually.

3. **Compensation.** Client shall pay, and BVNA shall accept in full consideration for the performance of the Services, the sum of the reimbursable costs submitted per proposal in accordance with the agreed upon fee schedule per project.

4. **Terms of Payment.** BVNA shall invoice Client and Client shall pay to BVNA for its consulting services as follows:

- (a) Fees and all other charges will be billed to Client monthly.
- (b) Fees shall be paid by Client within thirty (30) days of being invoiced by BVNA. If the invoice is not paid within such period, Client shall be liable to BVNA for a late charge accruing from the date of such invoice to the date of payment at the lower of eighteen (18) percent per annum or the maximum rate allowed by law.
- (c) If Client fails to pay any invoice fully within thirty (30) days after invoice date, BVNA may, at any time, and without waiving any other rights or claims against Client and without thereby incurring any liability to Client, elect to terminate performance of services immediately following written notice from BVNA to Client. Notwithstanding any such termination of services, Client shall pay BVNA for all services rendered by BVNA up to the date of termination of services plus all interest, termination costs and expenses incurred by BVNA. Client shall reimburse BVNA for all costs and expenses of collection, including reasonable attorney's fees.

5. Responsibilities of Client. Client shall, at such times as may be reasonably required by BVNA for the successful and continuous prosecution of the services set forth in Attachment A (referred to as "Services"), do the following:

- (a) Where the performance of the Services require BVNA's presence on the Client's premises, provide adequate space on or in the immediate vicinity of where the Services are to be performed ("Site") to accommodate BVNA's needs;
- (b) Provide and maintain suitable access to the Site for BVNA's personnel, equipment and materials;
- (c) Supply permits and licenses required to be taken out in Client's name which are necessary to the completion of the Services;
- (d) Appoint an individual hereafter referred to as "Client's Project Manager" who shall be authorized to act on behalf of Client and with whom BVNA may consult at reasonable times.

6. Ownership of Documents. All plans, studies, documents and other writings prepared by BVNA, its officers, Employees, agents and subcontractors in the course of implementing this Agreement shall remain the property of BVNA. The Client acknowledges that all intellectual property rights related to the performance of the Agreement, including but not limited to the names, service marks, trademarks, inventions, logos and copyrights of BVNA and its affiliates, (collectively, the "Rights") are and shall remain the sole property of BVNA or its affiliates and shall not be used by the Client, except solely to the extent that the Client obtains the prior written approval of BVNA and then only in the manner prescribed by BVNA. If BVNA terminates the Agreement in accordance with the provisions of Article 19 below, any such license granted by BVNA to the Client shall automatically terminate.

7. Use of Data or Services. BVNA shall not be responsible for any loss, liability, damage, expense or cost arising from any use of BVNA's analyses, reports, certifications, advice or reliance upon BVNA's services, which is contrary to, or inconsistent with, or beyond the provisions and purposes set forth therein or included in these Terms and Conditions. Client understands and agrees that BVNA's analyses, reports, certifications and services shall be and remain the property of BVNA and shall be used solely by the Client, and only the Client is allowed to rely on such work product. If the Client re-uses or modifies or a third party relies on the services, analyses, reports or certifications without BVNA's written permission, then Client agrees to defend and indemnify BVNA from any claims or actions that are brought and any costs, damages, expenses or liabilities, including reasonable attorneys' fees, arising out of or related to such reliance or such re-use or modification. The Client recognizes that data, documents, or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, any electronic documents provided to the Client are for informational purposes only and are not intended as an end-product. BVNA makes no warranties, either expressed or implied, regarding the fitness or suitability of the electronic documents. Accordingly, the Client agrees to waive any and all claims against BVNA and BVNA's Consultants relating in any way to the unauthorized use, reuse or alteration of the electronic documents.

8. Relationship of Parties. BVNA is an independent contractor, and nothing contained herein shall be construed as constituting any other relationship with Client, nor shall it be construed as creating any relationship whatsoever between Client and BVNA's employees. BVNA shall not be entitled, under this contract or otherwise, to any of the benefits under any employee benefit plan which Client or its affiliates or subsidiaries presently has in effect or may put into effect; nor will BVNA be considered an employee for purposes of any tax or contribution levied by any federal, state or local government. BVNA has sole authority and responsibility to hire, fire and otherwise control its employees, and neither BVNA nor any of its employees are employees of Client. BVNA agrees to comply with laws, rules, regulations and ordinances applicable to it as an employer.

9. Standard of Care. BVNA REPRESENTS THAT THE SERVICES, FINDINGS, RECOMMENDATIONS AND/OR ADVICE PROVIDED TO CLIENT WILL BE PREPARED, PERFORMED, AND RENDERED IN ACCORDANCE WITH PROCEDURES, PROTOCOLS AND PRACTICES ORDINARILY EXERCISED BY PROFESSIONALS IN BVNA'S PROFESSION FOR USE IN SIMILAR ASSIGNMENTS, AND PREPARED UNDER SIMILAR CONDITIONS AT THE SAME TIME AND LOCALITY. CLIENT ACKNOWLEDGES AND AGREES THAT BVNA HAS MADE NO OTHER IMPLIED OR EXPRESSED REPRESENTATION, WARRANTY OR CONDITION WITH RESPECT TO THE SERVICES, FINDINGS, RECOMMENDATIONS OR ADVICE TO BE PROVIDED BY BVNA PURSUANT TO THIS AGREEMENT.

10. Indemnity. Subject to the Limitation of Liability included in this Agreement, BVNA shall indemnify and hold harmless Client from and against losses, liabilities, and reasonable costs and expenses (for property damage and bodily injury, including reasonable attorney's fees), to the extent directly and proximately arising from BVNA's negligent performance of services or material breach under this Agreement. BVNA shall not be obligated to defend the Client until there is an actual finding of negligence or if the parties agree otherwise. Client shall defend, indemnify and hold harmless BVNA, its employees, directors, officers, and agents, from and against claims, losses, liabilities, and reasonable costs and expenses (including reasonable attorney's fees) that are: i) related to, or caused by the negligence or willful misconduct of Client, its employees, or agents; ii) related to this Agreement or the work to be performed by BVNA for which BVNA is not expressly responsible; or iii) the expressed responsibility of the Client under this Agreement.

11. Limitation of Liability. To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the total aggregate liability of BVNA and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as "BVNA") for all claims for negligent professional acts, or errors or omissions arising out of this Agreement for services is limited to \$50,000 or, if greater, the compensation received by BVNA under this Agreement.

12. Consequential and Punitive Damages. Neither BVNA nor Client shall be liable under any circumstances for loss of profits, loss of product, consequential damages of any kind, indirect damages of any kind or special damages of any kind to the other party, or to any third party. No punitive or exemplary damages of any kind shall be recoverable against either party under any circumstances.

13. Insurance. BVNA, at BVNA's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance Policies with insurers possessing a Best's rating of no less than A:VII:

- (a) **Workers' Compensation Coverage:** BVNA shall maintain Workers' Compensation and Employer's Liability Insurance for its employees in accordance with the laws of the state where the services are being performed. Any notice of cancellation or non-renewal of all Workers' Compensation policies will be sent to the Client in accordance with the policy provisions.
- (b) **General Liability Coverage:** BVNA shall maintain Commercial General Liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.
- (c) **Automobile Liability Coverage:** BVNA shall maintain Automobile Liability insurance covering bodily injury and property damage for activities of BVNA employee arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
- (d) **Professional Liability Coverage:** BVNA shall maintain Professional Errors and Omissions Liability for protection against claims alleging negligent acts, errors or omissions which may arise from BVNA's services under this Agreement. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis.

BVNA shall name Client as additional insured and other parties that it deems appropriate to be additionally insured under BVNA's Commercial General Liability policy and Automobile Liability policy, if requested to do so by Client. The Client, on its own behalf and on the behalf of any others that are named as additionally insured at Client's request, agrees that providing such insurance or the additional insured endorsement shall in no way be construed as an assumption by BVNA of any liability for the negligence or willful misconduct or any wrongful behavior on the part of Client or others that are named additionally insured. Client shall name BVNA as additional insured on its Builder's Risk policy.

14. Cause of Action. If Client makes a claim against BVNA, for any alleged error, omission, or other act arising out of the performance of its professional services and to the extent the Client fails to prove such claim, then the Client shall pay all costs including attorney's fees incurred by BVNA in defending the claim. Any cause of action brought against BVNA shall be brought within one (1) year of the work or services performed under this Agreement.

15. Compliance with Laws. BVNA shall use the standard of care in its profession to comply with all applicable Federal, State and local laws, codes, ordinance and regulations in effect as of the date services provided.

16. Resolution of Disputes. All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, except those disputes which arise out of or are related to collection matters or fees alone under this Agreement, (collectively "Disputes") shall be submitted to non-binding mediation before and as a condition precedent to the initiation of legal proceedings. In no event shall any Disputes be subject to binding arbitration. Upon written request by either party to this Agreement for mediation of any dispute, Client and BVNA shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by Client and BVNA within ten (10) calendar days, a mediator shall be chosen as specified in the Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree.

17. Choice of Forum. This Agreement shall be governed by and construed in accordance with the laws of the state where the BVNA office originating the work or proposal is located.

18. Releases. All lien releases will be limited to payment issues; no additional terms and conditions may be added to a release of lien.

19. a. Termination for Convenience. Either party may terminate the Services under this Agreement other than by reason of default, at any time, by sending written notice thereof thirty (30) days in advance of the termination date. Upon such termination, Client shall pay BVNA for the Services performed to and including the date of termination. In addition, Client shall pay BVNA for any materials, supplies or equipment which are in transit or under commitment; all other fees and expenses BVNA incurs because of the termination; and a termination charge which, in the absence of agreement to the contrary, shall be ten percent (10%) of the amount which would be required to compensate BVNA for completing the Services.

b. Termination for Cause. BVNA may suspend or terminate the Services under this Agreement for cause upon thirty (30) days written notice to Client in the event Client fails to substantially perform Client's obligations under this Agreement. Such failure by Client shall include, but is not limited to, the failure to make payments to BVNA in accordance with the requirements of this Agreement. Client may suspend or terminate the Services under this Agreement for cause upon thirty (30) days written notice to BVNA in the event BVNA fails to substantially perform BVNA's obligations under this Agreement. Such failure shall include, but is not limited to, BVNA's failure to perform the Services under this Agreement in accordance with the standard of care set forth in this Agreement. Upon receipt of written notice, the receiving party shall have thirty (30) days to cure the failure. In the event either party terminates this Agreement for cause and it is later determined or agreed that the non-terminating party had not failed to substantially perform its obligations under the Agreement, the termination shall be treated as a termination for convenience.

c. Termination by Client. If the Client terminates this agreement without cause, the Client shall have two options concerning work and assignments that are in-progress. The Client shall select from: (1) Allowing BVNA the opportunity to complete all work and assignments in-progress that may be completed by another provider after the effective date of BVNA's termination; or (2) Providing BVNA with a complete and unconditional release from any and all liability and indemnification requirements regarding all work and assignments that remain in-progress upon BVNA's termination effective date. In the event that Client is silent on termination or does not make an affirmative selection, option (2) providing BVNA with a complete and unconditional release from any and all liability and indemnification requirements will be the default and active selection.

d. Termination by BVNA. If BVNA terminates without cause, BVNA will provide client with a thirty (30) day transition period from the notice of termination to allow Client sufficient time to secure a new Service Provider. During this transition period, BVNA and Client's responsibilities under this agreement will remain in full force and effect. At the end of the thirty (30) day transition period BVNA will cease all activities. In the event Client shall request BVNA to continue to provide any Services beyond the expiration of the transition period, including any extensions, then BVNA and Client may negotiate in good faith terms of any such extension, including the pricing of Services

20. Force Majeure. A delay in, or failure of, performance of either party hereto shall not constitute a default hereunder or give rise to any claim for damage if and to the extent such delay or failure is caused by (an) occurrence(s) beyond the reasonable control of the party affected, including, but not limited to, act(s) of God, or the public enemy,

expropriation or confiscation of facilities or compliance with any order or request of governmental authority or person(s) purporting to act therefore affecting to a degree not presently existing the supply, availability, or use of engineering personnel or equipment, act(s) of war, public disorder(s), insurrection(s), rebellion(s), or sabotage, flood(s), riot(s), strike(s), or any cause(s), whether or not of the class or kind of those specifically named above, not within the reasonable control of the party affected, and which, by the exercise of reasonable diligence, said party is unable to prevent. A party who is prevented from performing for any reason shall immediately notify the other party in writing of the cause of such non-performance and the anticipated extent of the delay.

21. Audit. Client shall have the right during the course of the Work and until one (1) year after acceptance of the Services to audit BVNA's books and records relating to the costs to be reimbursed pursuant to Article 3. BVNA shall, during the progress of the Services, provide Client with evidence of payment for and records of receipt of materials, supplies and equipment as they become available and are presented for payment, together with such other data as Client may reasonably request.

22. Remedies. The obligations and remedies provided herein are exclusive and in lieu of any other rights or remedies available at law or in equity.

23. Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

24. Written Notification. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other party at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to Client:

____ Mike Slye, City Manager _____
____ P.O. Box 1162 _____
____ Kaufman, TX 75142 _____

If to BVNA:

Bureau Veritas North America, Inc.
Attn: Contract Processing
1000 Jupiter Road, Suite 800
Plano, TX 75074

With cc to:

Bureau Veritas North America, Inc.
Attention: Legal Department
1601 Sawgrass Corporate Parkway, Suite 400
Fort Lauderdale, FL 33323

25. Confidential Information. Neither party shall disclose information identified as confidential to anyone except those individuals who need such information to perform the Services; nor should either party use such confidential information, except in connection with the Work, the performance of the Services or as authorized by the other party in writing. Regardless of the term of this Agreement, each party shall be bound by this obligation until such time as the confidential information shall become part of the public domain. Confidential information shall not include information which is either: (i) known to the public; (ii) was known to the receiving party prior to its disclosure; or (iii) received in good faith from a third party. If either party is required to produce information by valid subpoena or Court order, parties agree to first provide prompt notice to other party in order to allow the party to seek a protective order or other appropriate remedy. This shall not prevent either party from disclosing information to the extent reasonably necessary to substantiate a claim or defense in any adjudicatory proceeding. Client agrees that BVNA shall be permitted to use Client's name and logos in BVNA's marketing materials unless advised or prohibited against it by the Client in writing. The technical and pricing information contained in any proposal or other documents submitted to Client by BVNA is to be considered confidential and proprietary and shall not be released or disclosed to a third party without BVNA's written consent.

26. Miscellaneous. This Agreement constitutes the entire agreement between the parties and shall supersede other agreements and representations made prior to the date hereof. No amendments to this contract or changes in the Scope of the Services shall be valid unless made in writing and signed by the parties. Pre-printed terms and conditions (including, but not limited to, waivers of rights and remedies, and variations from any of the warranty, guarantee, standard of care, indemnity, and liability provisions) contained in purchase orders, work orders, invoices or other documents issued by Client with respect to any Services shall have no force or effect and shall be superseded by the terms and conditions herein. The captions in this Agreement are for purposes of convenience only and form no part of this Agreement. In no event shall they be deemed to limit or modify the text of this Agreement. The invalidity or unenforceability of any portion(s) or provision(s) of this Agreement shall in no way affect the validity or enforceability of any other portion(s) or provision(s) hereof. Any invalid or unenforceable provision(s) shall be severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain a particular portion(s) or provision(s) held to be invalid or unenforceable. In the event the terms and conditions of this Standard Professional Services Agreement conflict with the terms and conditions of any other agreement, this Agreement shall govern and control over any such conflicts.

27. Non-Solicitation / Hiring of Employees.

- (a) To promote an optimum working relationship, the Client agrees in good faith that for the term of this Agreement and one year after the completion or termination of the Agreement not to directly or indirectly employ or otherwise engage any current employee of BVNA or any former employee of BVNA who left the employ of BVNA within the six (6) months prior to and including the date of the execution of the Agreement. The loss of any such employee would involve considerable financial loss of an amount that could not be readily established by BVNA. Therefore, in the event that Client should breach this provision and without limiting any other remedy that may be available to BVNA, the Client shall pay to BVNA a sum equal to the employee's current annual salary plus twelve (12) additional months of the employee's current annual salary for training of a new employee as liquidated damages.
- (b) BVNA's employees shall not be retained as expert witnesses except by separate written agreement. Client agrees to pay BVNA's legal expenses, administrative costs and fees pursuant to BVNA's then current fee schedule for BVNA to respond to any subpoena.

28. Prevailing Wage. This Agreement and any proposals hereunder specifically exclude compliance with any project labor agreement or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of the proposal, this Agreement and any proposals hereunder specifically exclude compliance with any State or Federal prevailing wage law or associated requirements, including the Davis Bacon Act. Due to the professional nature of its services, BVNA is generally exempt from the Davis Bacon Act and other prevailing wage schemes. It is agreed that no applicable prevailing wage classification or wage rate has been provided to BVNA, and that all wages and cost estimates contained herein are based solely upon standard, no-prevailing wage rates. Should it later be determined by the Client or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. These exclusions shall survive the completion of the project and shall be merged into any subsequently executed documents between the parties, regardless of the terms of such agreement. Client will reimburse, defend, indemnify and hold harmless BVNA from any liability resulting from a subsequent determination that prevailing wage regulations cover the Projects, including all costs, fines and reasonable attorney's fees.

29. Interpretation of Agreement. This Agreement shall be interpreted as though prepared by all parties and shall not be construed unfavorably against either party.

30. Waiver of Jury Trial. Each party waives its right to a jury trial in any court action arising between the parties, whether under this Agreement or otherwise related to the work being performed under this Agreement.

31. Third Party Beneficiary. It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to the Client and BVNA. Nothing contained in the agreement shall give or allow any claim or right of action whatsoever by any third person. It is the express intent of the Client and BVNA that any such person or entity, other than Client or BVNA, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary.

32. Assignment. Neither party may assign this Agreement or any right or obligation hereunder without the prior written consent of the other party, which shall not be unreasonably withheld or delayed; provided, however, that no

consent shall be necessary in the event of an assignment to a successor entity resulting from a merger, acquisition or consolidation by BVNA or an assignment to an Affiliate of BVNA if such successor or Affiliate assumes all obligations under this Agreement. Any attempted assignment, which requires consent hereunder, shall be void and shall constitute a material breach of this Agreement if such consent is not obtained.

CLIENT

By: 

Print Name: Michael T. Slye _____

Title: City Manager

Date: December 22, 2017

BVNA

By: 

Print Name: BRAD A. HUFFAKER

Title: DIRECTOR OF OPERATIONS

Date: 1/8/17

DTQRR: _____

Date: _____

Attachments:
Scope of Services
Fee Schedule

ATTACHMENT A SCOPE OF SERVICES

BVNA and the representatives of BVNA are charged with the enforcement of the provisions of the Jurisdiction's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code and Energy Code acting in good faith and without malice in the discharge of the duties required by these codes or other pertinent law or ordinance shall not thereby be rendered personally liable for damages that may accrue to persons or property as a result of an act or by reason of an act or omission in the discharge of such duties.

Plan Review

Non-Structural Plan Review services shall be conducted as required by the Jurisdiction's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code and Energy Code, and other provided code related documents, as approved by the Jurisdiction. Applicants will be notified of Plan Review Comments and are responsible for addressing comments to the satisfaction of the Jurisdiction. The Jurisdiction has final interpretive authority over all plans and specifications. Permits are issued by the Jurisdiction.

Inspections

Inspection services shall be conducted as required by the Jurisdiction's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code and Energy Code. Special inspections as specified in chapter 17 and non-prescriptive structural inspections of the adopted International Building Code are not included and may be required as specified in the International Building Code. Any violations of the Jurisdiction's codes or concealment of any work prior to approval by BVNA will be reported to the Building Official of the Jurisdiction. The Building Official of the Jurisdiction is the final interpretive authority and the Certificate of Occupancy will be issued at the discretion of the Jurisdiction.

CLIENT INITIALS:

BVNA INITIALS:

MB
SLA

**ATTACHMENT B
FEE SCHEDULE**

Commercial and Multi-Family construction plan review

Valuation	Fee
\$1. ⁰⁰ to \$10,000. ⁰⁰	\$50. ⁰⁰
\$10,001. ⁰⁰ to \$25,000. ⁰⁰	\$63.62 for the first \$10,000. ⁰⁰ plus \$4.91 for each additional \$1000. ⁰⁰
\$25,001. ⁰⁰ to \$50,000. ⁰⁰	\$137.33 for the first \$25,000. ⁰⁰ plus \$3.54 for each additional \$1000. ⁰⁰
\$50,001. ⁰⁰ to \$100,000. ⁰⁰	\$225.98 for the first \$50,000. ⁰⁰ plus \$2.46 for each additional \$1000. ⁰⁰
\$100,001. ⁰⁰ to \$500,000. ⁰⁰	\$348.83 for the first \$100,000. ⁰⁰ plus \$1.97 for each additional \$1000. ⁰⁰
\$500,001. ⁰⁰ to \$1,000,000. ⁰⁰	\$1,137.50 for the first \$500,000. ⁰⁰ plus \$1.67 for each additional \$1000. ⁰⁰
\$1,000,001. ⁰⁰ and up	\$1,969.73 for the first \$1,000,000. ⁰⁰ plus \$1.11 for each additional \$1000. ⁰⁰

**Single Family Residential construction plan review and inspection
Commercial and Multi-Family construction inspection**

Valuation	Fee
\$1. ⁰⁰ to \$10,000. ⁰⁰	\$76. ⁹²
\$10,001. ⁰⁰ to \$25,000. ⁰⁰	\$97.86 for the first \$10,000. ⁰⁰ plus \$7.56 for each additional \$1000. ⁰⁰
\$25,001. ⁰⁰ to \$50,000. ⁰⁰	\$211.26 for the first \$25,000. ⁰⁰ plus \$5.45 for each additional \$1000. ⁰⁰
\$50,001. ⁰⁰ to \$100,000. ⁰⁰	\$347.63 for the first \$50,000. ⁰⁰ plus \$3.78 for each additional \$1000. ⁰⁰
\$100,001. ⁰⁰ to \$500,000. ⁰⁰	\$536.63 for the first \$100,000. ⁰⁰ plus \$3.02 for each additional \$1000. ⁰⁰
\$500,001. ⁰⁰ to \$1,000,000. ⁰⁰	\$1,746.23 for the first \$500,000. ⁰⁰ plus \$2.57 for each additional \$1000. ⁰⁰
\$1,000,001. ⁰⁰ and up	\$3,028.73 for the first \$1,000,000. ⁰⁰ plus \$1.70 for each additional \$1000. ⁰⁰

* All fees billed upon issuance of the permit by the jurisdiction

CLIENT INITIALS: 
BVNA INITIALS: 

ATTACHMENT B (Cont.)
FEE SCHEDULE

The construction valuation is determined by the greater of the declared valuation of the project or the valuation calculated using the International Code Council Building Valuation Data table, first update of each calendar year.

Example:

Square Foot Construction Costs

Group (2012 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
B Business	179.29	172.71	166.96	158.70	144.63	139.20	152.43	126.93	121.32

The Square Foot Construction Cost does not include the price of the land on which the building is built. The Square Foot Construction Cost takes into account everything from foundation work to the roof structure and coverings but does not include the price of the land. The cost of the land does not affect the cost of related code enforcement activities and is not included in the Square Foot Construction Cost.

New Building

Group B occupancy

Type VB construction

10,000 square feet total building area

Declared construction valuation \$1,100,000.

Calculated construction valuation - 10,000 square feet X \$121.32 per square foot = \$1,213,200.

The calculated construction valuation is greater than the declared construction valuation so \$1,213,200 is used to calculate the Bureau Veritas fee for the project.

* Note: BVNA fees do not include any taxes, licensing or other fees imposed by governmental or outside agencies.

CLIENT INITIALS: 

BVNA INITIALS: 



January 16, 2023

City of Kaufman, Texas

Re: Proposal for third party inspection services

Dear City Official:

Thank you for the invitation to submit a proposal for providing third party inspection services for the City of Kaufman. We are dedicated to ensuring public safety and to providing exceptional customer service to city staff, citizens, and development community. We enjoy working as a team with all parties to ensure a safe and durable built environment.

All of our inspections are performed by full time certified employees who promote a team oriented environment and take great pride in their work.

Scope of Work:

- Backup Plan Review and Inspection Services

Cost of services:

- New Residential Plan Review \$150.00 per home
- Residential and Commercial Inspections \$76.92 per inspection stop

Miscellaneous Residential and Commercial Plan Reviews based on valuation of project.

Valuation	Fee
\$1. ⁰⁰ to \$10,000. ⁰⁰	\$50. ⁰⁰
\$10,001. ⁰⁰ to \$25,000. ⁰⁰	\$70.69 for the first \$10,000. ⁰⁰ plus \$5.46 for each additional \$1000. ⁰⁰
\$25,001. ⁰⁰ to \$50,000. ⁰⁰	\$152.59 for the first \$25,000. ⁰⁰ plus \$3.94 for each additional \$1000. ⁰⁰
\$50,001. ⁰⁰ to \$100,000. ⁰⁰	\$251.09 for the first \$50,000. ⁰⁰ plus \$2.73 for each additional \$1000. ⁰⁰
\$100,001. ⁰⁰ to \$500,000. ⁰⁰	\$387.59 for the first \$100,000. ⁰⁰ plus \$2.19 for each additional \$1000. ⁰⁰
\$500,001. ⁰⁰ to \$1,000,000. ⁰⁰	\$1,263.59 for the first \$500,000. ⁰⁰ plus \$1.85 for each additional \$1000. ⁰⁰
\$1,000,001. ⁰⁰ and up	\$2,188.59 for the first \$1,000,000. ⁰⁰ plus \$1.23 for each additional \$1000. ⁰⁰

**AUTHORIZATION**

If the scope of work and cost of services is acceptable, please sign and return the proposal to formalize the agreement. All work shall be provided in accordance with the Terms and Conditions in the Standard Professional Services Agreement between the City of Kaufman, Texas and Bureau Veritas North America, Inc., dated January 1, 2018 and made a part of this agreement.

ACCEPTED BY: Bureau Veritas North America Inc.	CLIENT: City of Kaufman, Texas
By: (Name of person authorized to execute contracts)	By: (Name of person authorized to execute contracts)
Title:	Title:
Date:	Date:



Meeting
Date: 2/27/2023

Date: 01/24/2023

Item #: 14.

Dept.: Administration

Ordinance

SUBJECT:

Second 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:

2nd READING: 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: 2/27/2023

Date: 02/10/2023

Item #: 15.

Dept.: Development
Services

PZ Item

SUBJECT:

Conduct a public hearing, consider and take appropriate action on the **Final Plat of Joshua Pope Addition, Block A, Lots 1 – 3**, being a replat of a portion of Block A of the Allen Addition (unrecorded) to create 3 residential lots and a requested variance to lot depth. The subject property consists of 0.456 acres situated in the J.B. Cole Survey, Abstract No. 84, City of Kaufman, Kaufman County, Texas, generally located on the west side of N. Wilson St., the south side of E. Hickory St., and the north side of E. Oak St. (Parcel ID 18401 & 18403). (Case No. FRP-01-23)

BACKGROUND:

See the attached February 7, 2023 Planning and Zoning Commission Report and attachments.

Author:

Andrew Bogda, Director of Development Services

Reviewed:

Mike Slye, City Manager

Cost:

Funds Available:

Source:

Recommendation: On February 7, 2023, the Planning and Zoning Commission conducted a public hearing and recommended approval, by a vote of 5-0, of the Final Plat of Joshua Pope Addition, Block A, Lots 1 - 3, being a replat of a portion of Block A of the unrecorded Allen Addition, with the variance to the lot depth as specified on the plat.

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



Planning and Zoning Commission Report

Meeting Date: February 7, 2023

SUBJECT: Conduct a public hearing and make a recommendation to City Council on the **Final Plat of Joshua Pope Addition, Block A, Lots 1 – 3**, being a replat of a portion of Block A of the Allen Addition (unrecorded) to create 3 residential lots. The subject property consists of 0.456 acres situated in the J.B. Cole Survey, Abstract No. 84, City of Kaufman, Kaufman County, Texas, generally located on the west side of N. Wilson St., the south side of E. Hickory St., and the north side of E. Oak St. (Parcel ID 18401 & 18403). (Case No. FRP-01-23)

SUMMARY:

The subject property is located on the west side of North Wilson Street, the south side of East Hickory Street, and the north side of East Oak Street in the unrecorded Block A of the Allen Addition and J.B. Cole Survey, Abstract No. 84. The property includes 0.456 acres and includes 3 separate houses. The purpose of the replat is to subdivide the property to create three residential lots that meet the SF-6 Single-Family Residential zoning requirements.

Lot 1 is addressed as 307 North Wilson Street, Lot 2 is 305 North Wilson Street, and Lot 3 is 303 North Wilson Street. Lot 3 currently has a house addressed as 405 E. Oak Street, but if the house is ever removed, the new house will face North Wilson Street and will adopt the 303 North Wilson Street address.

The property is zoned SF-6 Single-Family Residential and all three lots meet the minimum lot area of 6,000 sq ft, width of 60', and setback of 25' for the zoning district. The Replat will need a variance for the required lot depth of 100' for all three lots. Lot 1 has 99.94 on the north side and 99.53 on the south side; Lot 2 has 99.53 on the north side and 99.08 on the south side; and Lot 3 has 99.08 on the north side and 98.62 on the south side.

PROPERTY OWNER RESPONSES:

The City of Kaufman mailed out notification letters to 42 property owners within 300' of the property. The results are as follows:

- Property owners returned letters in opposition of the request: 1
- Property owners returned the letter in agreement of the request: 0
- Property owners returned letters that could not be forwarded: 1
- Property owners who have not responded: 41

RECOMMENDATION:

Staff recommends approval of the Final Plat of Joshua Pope Addition, Block A, Lots 1 – 3 with the variance to the lot depth as specified on the plat.

ATTACHMENTS:

1. Location Map
2. Final Plat of Joshua Pope Addition, Block A, Lots 1 – 3
3. Property Owner Responses

Joy Henderson

Planner I

972-932-2216 ext. 115

jhenderson@kaufmantx.org

Location Map Pope Addition



Final Plat of Joshua Pope Addition, Block A, Lots 1 – 3

COMMISSIONER
COUNTY OF KAUFMAN

THE STATE OF TEXAS, County of Kaufman, do hereby certify that the within and foregoing plat of the Joshua Pope Addition, Block A, Lots 1-3, Block A, being a portion of Block A of Allen Addition, 0.456 acres situated in the J.B. Cole Survey, Abstract No. 84, City of Kaufman, Texas, is a true and correct plat of the same, and the same is hereby approved and the same is hereby ordered to be recorded in the public records of this county.

WITNESSED my hand and the seal of said County at Dallas, Texas, this 19th day of April, 2023.

COUNTY CLERK

Final Plat
Joshua Pope Addition
Lots 1 - 3 Block A
Being a replat of a portion of Block A of Allen Addition
0.456 acres situated in the J.B. Cole Survey, Abstract No. 84
City of Kaufman
Kaufman County, Texas
3 lots
Date of Preparation: 01/19/2023

Approved By: _____
Planning and Zoning Commission
City of Kaufman, Texas

By: _____
Chairman
City Council
City of Kaufman, Texas

By: _____
Mayor
City of Kaufman, Texas

By: _____
City Secretary
City of Kaufman, Texas

By: _____
Date

By: _____
Date

NOTICE TO THE PUBLIC

The following is a true and correct plat of the Joshua Pope Addition, Block A, Lots 1-3, Block A, being a portion of Block A of Allen Addition, 0.456 acres situated in the J.B. Cole Survey, Abstract No. 84, City of Kaufman, Texas, as shown on the within and foregoing plat. The plat is subject to all existing easements, covenants, and restrictions, and the same is hereby approved and the same is hereby ordered to be recorded in the public records of this county.

WITNESSED my hand and the seal of said County at Dallas, Texas, this 19th day of April, 2023.

COUNTY CLERK

NOTICE TO THE PUBLIC

The following is a true and correct plat of the Joshua Pope Addition, Block A, Lots 1-3, Block A, being a portion of Block A of Allen Addition, 0.456 acres situated in the J.B. Cole Survey, Abstract No. 84, City of Kaufman, Texas, as shown on the within and foregoing plat. The plat is subject to all existing easements, covenants, and restrictions, and the same is hereby approved and the same is hereby ordered to be recorded in the public records of this county.

WITNESSED my hand and the seal of said County at Dallas, Texas, this 19th day of April, 2023.

COUNTY CLERK

NOTICE TO THE PUBLIC

The following is a true and correct plat of the Joshua Pope Addition, Block A, Lots 1-3, Block A, being a portion of Block A of Allen Addition, 0.456 acres situated in the J.B. Cole Survey, Abstract No. 84, City of Kaufman, Texas, as shown on the within and foregoing plat. The plat is subject to all existing easements, covenants, and restrictions, and the same is hereby approved and the same is hereby ordered to be recorded in the public records of this county.

WITNESSED my hand and the seal of said County at Dallas, Texas, this 19th day of April, 2023.

COUNTY CLERK

NOTICE TO THE PUBLIC

The following is a true and correct plat of the Joshua Pope Addition, Block A, Lots 1-3, Block A, being a portion of Block A of Allen Addition, 0.456 acres situated in the J.B. Cole Survey, Abstract No. 84, City of Kaufman, Texas, as shown on the within and foregoing plat. The plat is subject to all existing easements, covenants, and restrictions, and the same is hereby approved and the same is hereby ordered to be recorded in the public records of this county.

WITNESSED my hand and the seal of said County at Dallas, Texas, this 19th day of April, 2023.

COUNTY CLERK

Property Owner Responses

DETACH ON DOTTED LINE

Date: 1/13/23

Name: Kamy Road Property Trust

Address: PO Box 50593

City & State: Denton, TX

Phone #: 972-365-3630

COMMENTS:

This area is not suitable for multi-family. May
increase crime in area.

Rhosean Sadeghian
NAME PRINTED

Agent for Kamy Road Property Trust

RE: Conduct a public hearing and make a recommendation to City Council for a request by Joshua Pope for a Final Plat of the Joshua Pope Addition, being a replat of part of Block A of the Allen Addition, to create 3 residential lots on approximately 0.456 acres out of the J. Cole Survey, Abstract No. 84, City of Kaufman, said property being located on the west side of N. Wilson St., the south side of E. Hickory St., and the north side of E. Oak St. (Property ID 18401 & 18403). (Case No. FRP-01-23)

☐ I AM IN FAVOR ☒ I OBJECT

Email Address: sadoghian@hotmail.com

[Signature]
SIGNATURE



Meeting
Date: 2/27/2023

Date: 02/10/2023

Item #: 16.

Dept.: Development
Services

PZ Item

SUBJECT:

Consider and take appropriate action on the **Final Plat of Five Points Addition Phase 1A**, being a tract of land containing 3.6177 acres (Property ID 54862), situated in the D. Falcon Survey, Abstract No. 151, City of Kaufman, Kaufman County, Texas. The property is zoned Planned Development-22 ("PD-22") and is generally located on the northwest side of S. Washington St. at Five Points Dr. The final plat is for right-of-way for portions of Five Points Dr. and Roundup Dr. (Case No. FP-02-23)

BACKGROUND:

See the attached February 7, 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 February 7, 2023, the Planning and Zoning Commission recommended approval, by a vote of 5-0, of the Final Plat of Five Points Addition Phase 1A with the following condition:

1. The recording information for the easements to be dedicated by separate instrument is added to the plat prior to the plat being recorded.

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



Planning and Zoning Commission Report

Meeting Date: February 7, 2023

SUBJECT: Consider and make a recommendation to City Council on the **Final Plat of Five Points Addition Phase 1A**, being a tract of land containing 3.6177 acres (Property ID 54862), situated in the D. Falcon Survey, Abstract No. 151, City of Kaufman, Kaufman County, Texas. The property is zoned Planned Development-22 ("PD-22") and is generally located on the northwest side of S. Washington St. at Five Points Dr. The final plat is for right-of-way for portions of Five Points Dr. and Roundup Dr. (Case No. FP-02-23)

SUMMARY:

The subject property is located on the northwest side of S. Washington St. at Five Points Dr. It includes 3.6177 acres for the public right-of-way for portions of Five Points Dr. and Roundup Dr., which will form the primary access and circulation for the Five Points development, a 99.5-acre mixed-use development that received Planned Development zoning approval and preliminary plat approval in 2022. The applicant has submitted civil construction plans for the associated public infrastructure (streets, sidewalks, water, wastewater, drainage, etc.) and the associated easements will be dedicated by separate instruments. The easement recording information will be added to the plat prior to the plat being recorded.

The site plans and final plats for the lots and other streets within the development will be submitted separately as each portion of the property develops.

The right-of-way for Five Points Dr. is 60' in width, while the right-of-way for Roundup Dr. is 80' in width. Both streets will provide access to S. Washington St., which has a right-of-way of 120'. Only a portion of Roundup Dr. will be dedicated by this plat (to provide access to S. Washington St.); the remainder of Roundup Dr. will be dedicated as property along it is platted and develops.

The final plat for this right-of-way conforms to the approved preliminary plat.

THOROUGHFARE PLAN:

The subject property is located on the northwest side of South Washington St., which is classified as a major arterial (Type A; 4 – 6 lanes), with an ultimate right-of-way of 120'. The necessary rights-of-way already exists for S. Washington St. Roundup Dr. is classified as a major collector (Type C; 4 lanes), with an ultimate right-of-way of 80'. 80' of right-of-way for Roundup Dr. will be dedicated by this plat. Five Points Dr. is not identified on the Thoroughfare Plan, but will function as a minor collector (Type D; 2-3 lanes) with a right-of-way of 60'.

RECOMMENDATION:

Staff recommends approval of the Final Plat of Five Points Addition Phase 1A with the following condition:

1. The recording information for the easements to be dedicated by separate instrument is added to the plat prior to the plat being recorded.

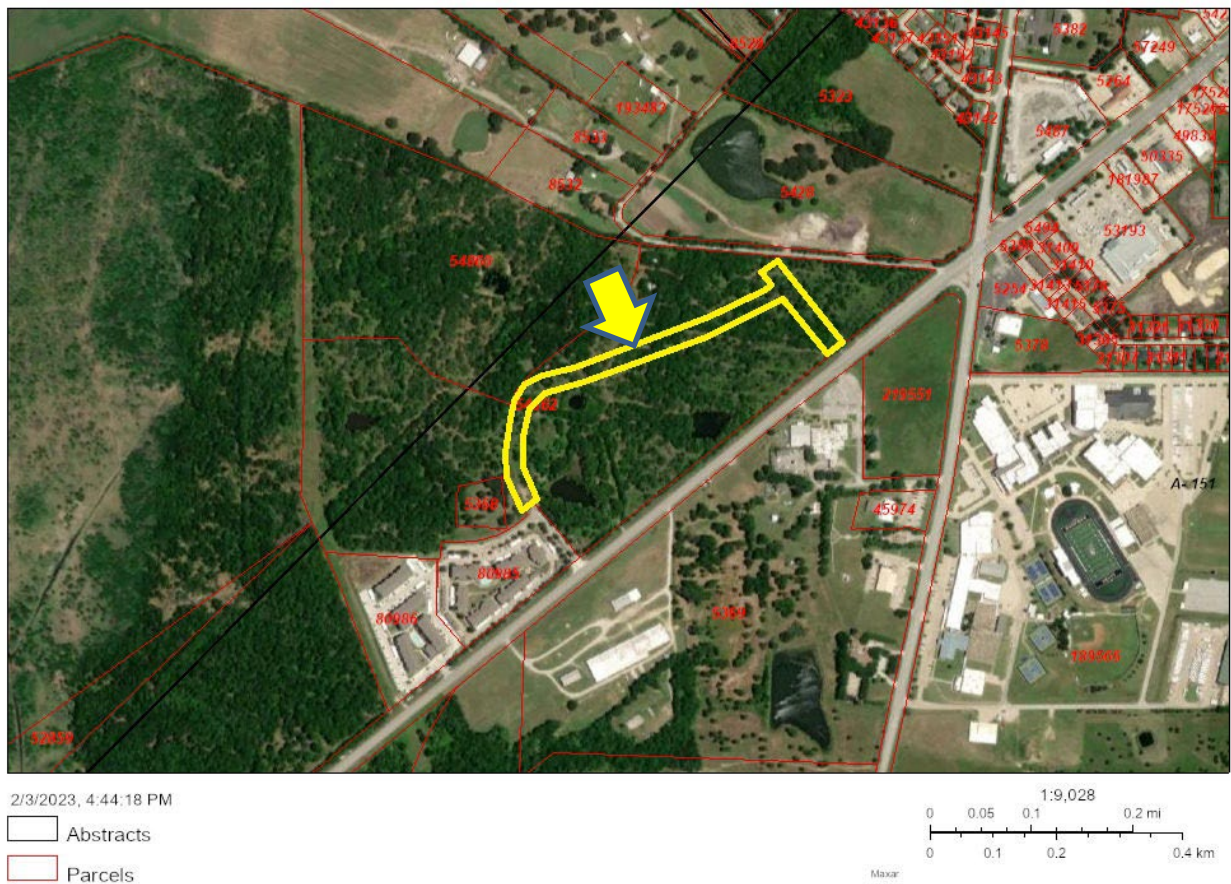
ATTACHMENTS:

1. Location Map
2. Land Study of Five Points Addition
3. Preliminary Plat of Five Points Addition
4. Phasing Plan of Five Points Addition
5. Final Plat of Five Points Addition Phase 1A

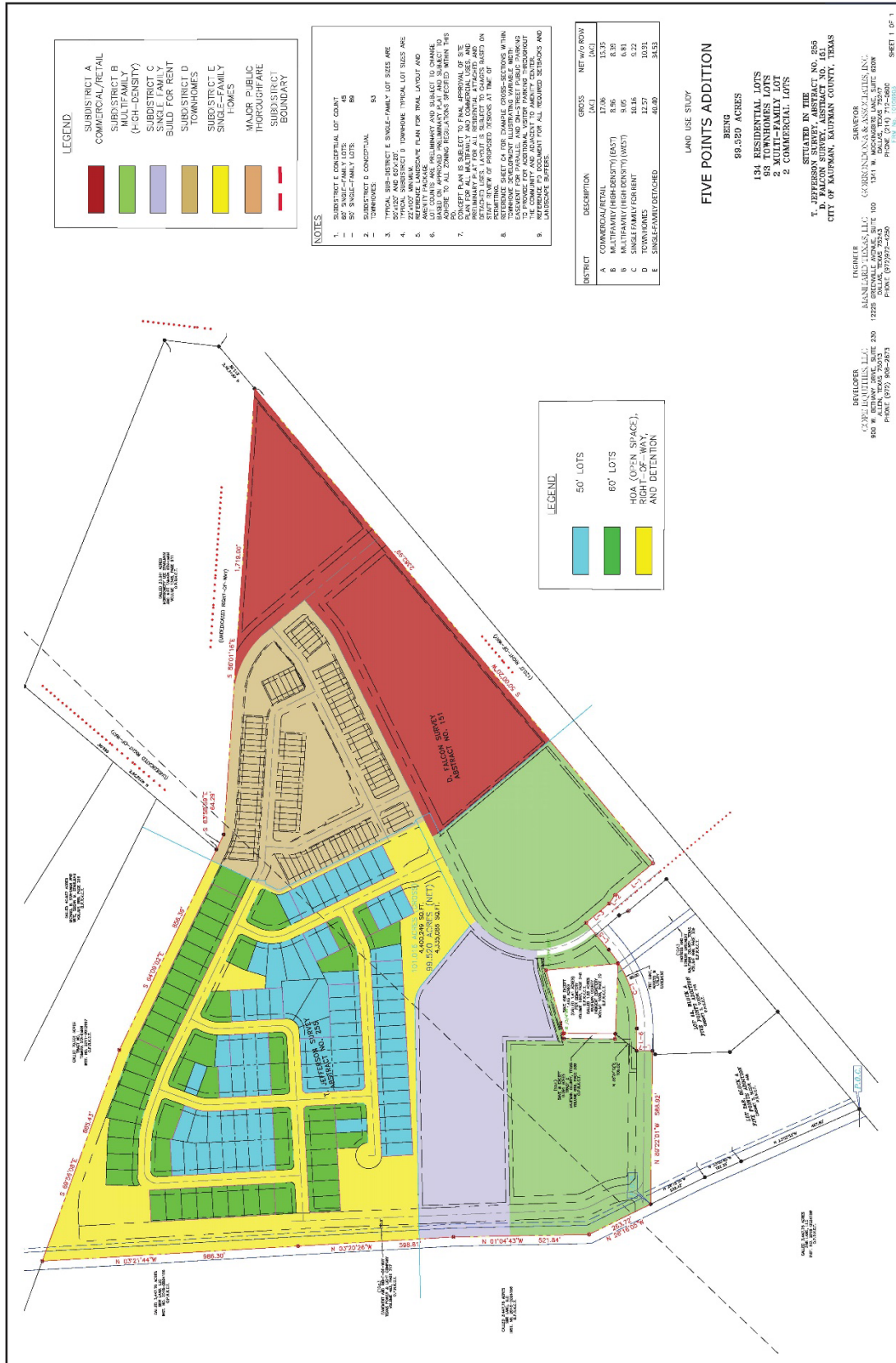
Andrew Bogda, AICP
Director of Development Services
972-932-2216 ext. 117
abogda@kaufmantx.org

Location Map

Five Points Addition Ph 1A



Land Study of Five Points Addition



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Manhard CONSULTING

PD-22 FIVE POINTS
KAUFMAN, KAUFMAN COUNTY, TEXAS

LEGEND

- MAJOR PUBLIC HIGHWAY
- SUBDISTRICT BOUNDARY
- EASEMENT

SUBDISTRICT	AREA (AC)	AREA (AC)
A. COMMERCIAL/RETAIL	17.06	13.36
B. MULTIFAMILY (HIGH DENSITY) (EAST)	8.96	8.39
C. MULTIFAMILY (HIGH DENSITY) (WEST)	9.05	8.81
D. TOWNHOMES	12.57	9.05
E. 5-NEE FAMILY DETACHED	40.40	34.53

NOTES

1. SUBDISTRICT C COMPLETION LOT 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806,

[illegible]

Final Plat of Five Points Addition Phase 1A

[illegible]



Meeting
Date: 2/27/2023

Date: 02/10/2023

Item #: 17.

Dept.: Development
Services

PZ Item

SUBJECT:

Consider and take appropriate action on the **Site Plan of The Rivers at Five Points**, situated on 8.403 acres out of the D. Falcon Survey, Abstract No. 151, City of Kaufman, Kaufman County, Texas, said property being located on the northwest side of S. Washington St. at Five Points Dr. (Property ID 54862). The property is zoned Planned Development-22, Subdistrict B ("PD-22-B") for MF-2 High-Density Multi-Family Residential uses. (Case No. SP-01-23)

BACKGROUND:

See the attached February 7, 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 February 7, 2023, the Planning and Zoning Commission recommended approval, by a vote of 5-0, of the Site Plan for The Rivers at Five Points.

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



Planning and Zoning Commission Report

Meeting Date: February 7, 2023

SUBJECT: Consider and make a recommendation to City Council on the **Site Plan of The Rivers at Five Points**, situated on 8.403 acres out of the D. Falcon Survey, Abstract No. 151, City of Kaufman, Kaufman County, Texas, said property being located on the northwest side of S. Washington St. at Five Points Dr. (Property ID 54862). The property is zoned Planned Development-22, Subdistrict B ("PD-22-B") for MF-2 High-Density Multi-Family Residential uses. (Case No. SP-01-23)

BACKGROUND/SUMMARY:

The subject property includes 8.403 acres located on the northwest side of S. Washington St. at Five Points Dr. In August 2022, the larger 99.5 acres of which the subject property is part was zoned Planned Development-22 (PD-22) to accommodate a mixed-use development called Five Points. The subject 8.403 acres was located in Subdistrict B, which allows for High-Density Multi-Family Residential uses, generally following the City's standards for MF-2 zoning with standards outlined in the PD. A site plan has been prepared for this property, which will be known as The Rivers at Five Points and will provide 180 apartments and associated amenities as the first phase of the development.

Site Plan

The site plan includes 180 apartments spread across five three-story multi-family residential buildings, as well as a mix of surface and covered parking, a 4,269 sq. ft. clubhouse, and associated amenities, including a swimming pool, playground, shade structure with concert lawn, basketball court, and dog park.

The property will be served by two access points off Five Points Drive. The dedication of Five Points Dr. and Roundup Dr. (to be considered simultaneously with this site plan) will provide two points of access to S. Washington St. The primary access point to the site will be on the northeast side of the property, while an additional access point aligning with Vista Ln. will provide gated emergency access. Full internal circulation will be provide throughout the site via a 26'-wide fire lane and access easement. 318 parking spaces will be provided, which exceeds the zoning requirement of 1.75 spaces per unit (or 315 spaces) by 3 spaces. 55 of those spaces will be covered, exceeding the zoning requirement of 15% of the spaces (or 48 spaces). 32 of the covered spaces will be in four detached garage buildings, while 23 of the spaces will be under carports.

Each residential building will be three stories, or 45' in overall height. There will be two Type I buildings (Buildings 2 & 4), which will each include 30 units, a building footprint of 12,733 sq. ft., and a total area of 38,199 sq. ft. There will be two Type II buildings (Buildings 3 & 5), which will each include 42 units, a building footprint of 15,146 sq. ft., and a total area of 45,438 sq. ft. Finally, there will be one Type III building (Building 1), which will include 36 units, a building

footprint of 13,478 sq. ft., and a total area of 40,434 sq. ft. Building Type II will exceed the City's overall building length of 200' by less than 10'. The City's Fire Chief and Building Official have reviewed the plans and are comfortable with allowing the deviation.

96 of the units (or 53%) will be one-bedroom, 72 of the units (or 40%) will be two-bedroom, and 12 of the units (or 7%) will be three-bedroom. The buildings are designed with covered breezeways and internal corridors to provide access to the units.

The club house building and most of the amenities are located in the northeast corner of the site near the main entrance and convenient to most of the residential buildings, with the dog park located in the southwest corner of the site.

A pedestrian sidewalk system will provide full circulation around the buildings and throughout the development, providing access from the parking lots to the buildings, to the site amenities, and recreational opportunities for the residents.

Trash service will be provided by two dumpsters, each of which is situated within 250' of the residential units as required by the zoning regulations.

The civil construction plans for the Phase 1 public improvement associated with the overall Five Points development (streets, sidewalks, water, wastewater, drainage, etc.) has already been submitted to the City for review. This site will include utility easements around the perimeter of the development and a detention pond located in the southwest corner of the site. The site will also connect to a perimeter sidewalk along Five Points Drive to be provided with the Phase 1 public infrastructure for the overall Five Points development.

Elevations and Floor Plans

The residential building elevations show a mixture of primarily stone, vertical board & batten siding, and horizontal lap siding materials, with wood fascia accents and trim. The stone materials are primarily along the first two floors of the front and rear elevations, with the siding materials in the building recesses and along the third story of the building as well as the entire sides of the buildings. A series of building recesses and projections will provide both vertical and horizontal articulation. In addition, abundant windows around all sides of each building, as well as balconies or porches for each residential unit, will add additional visual interest to the buildings and ensure private outdoor space for each resident. The roof pitch will be primarily 6:12, with some accents of 4:12 and 10:12. Coach light fixtures will be provided on the buildings.

The club house will include primarily board & batten cementitious fiber board siding with a stone base to match the residential buildings, with abundant windows, and a mostly 8:12 roof pitch.

The garages will include mostly board & batten and lap siding (made of cementitious fiber) to match the residential buildings, and will include carriage-style garage doors. The carports will be made of metal. The dumpsters will include concrete masonry unit walls (painted to match the buildings) and cedar doors with metal frames.

Landscaping, Screening, and Amenities

The landscape plan shows a mixture of canopy shade trees to be provided along the property's frontages on Five Points Dr. and S. Washington St. as well as in the parking lot islands. Smaller ornamental trees will be provided in the amenity areas and in a handful of the parking lot islands that are too close to each other or to buildings to make canopy trees practical. In addition, shrubs will be planted around the perimeter of each building, to screen parking areas and dumpsters, and to screen and accentuate the amenity areas. In addition, ground cover will provide additional accents near the main entrance, near amenity areas, and at building entrances.

To further the intent of the overall mixed-use development and interaction among different land uses, the development will not be gated, however a vehicular gate will restrict access to emergency vehicles at one of the entrances. In addition, open-style, decorative, metal fences will be provided around the pool area and dog park. Amenities will include a club house, swimming pool, overhead structure with patio tables, playground, basketball court, open lawn, dog park, and benches. Retaining walls, necessary for site grading and drainage, will be interspersed in different areas of the site, and will be of the decorative stone variety. Renderings for the amenities and screening devices have been provided.

A mix of blade and column monument signage, with a mix of stone and siding materials, will provide branding and identification for the site.

SURROUNDING ZONING AND EXISTING LAND USES:

	Zoning	Existing & Future Land Use
North:	PD-22-C & PD-22-E	Vacant land; future low-density multi-family & single-family residential
South:	PD-1	S. Washington St.; County Fairgrounds across the street
East:	PD-22-A	Vacant land; future commercial
West:	PD-3 & PD-22-A	Multi-family residential & cemetery



COMPREHENSIVE PLAN:

Land Use Plan:

The 2014 Future Land Use Plan designated the land use of the overall 99.5-acre Five Points property as a mixture of high-density multi-family and commercial uses. The Planned Development zoning approved for the property in 2022 allowed for high-density multi-family uses on the 8.403-acre subject property. The proposed site plan is consistent with the zoning and the overall mixture of uses envisioned for the larger tract by the Future Land Use Plan.

Thoroughfare Plan:

The subject property is located on the northwest side of South Washington St., which is classified as a major arterial (Type A; 4 – 6 lanes), with an ultimate right-of-way of 120'. The necessary rights-of-way already exists for S. Washington St. Five Points Dr. is not identified on the Thoroughfare Plan, but will function as a minor collector (Type D; 2-3 lanes) with a right-of-way of 60'. A final plat for the right-of-way for Five Points Dr. is being considered simultaneously with this site plan.

RECOMMENDATION:

The Site Plan is consistent with the PD zoning established for the property. Staff recommends approval of the Site Plan for The Rivers at Five Points.

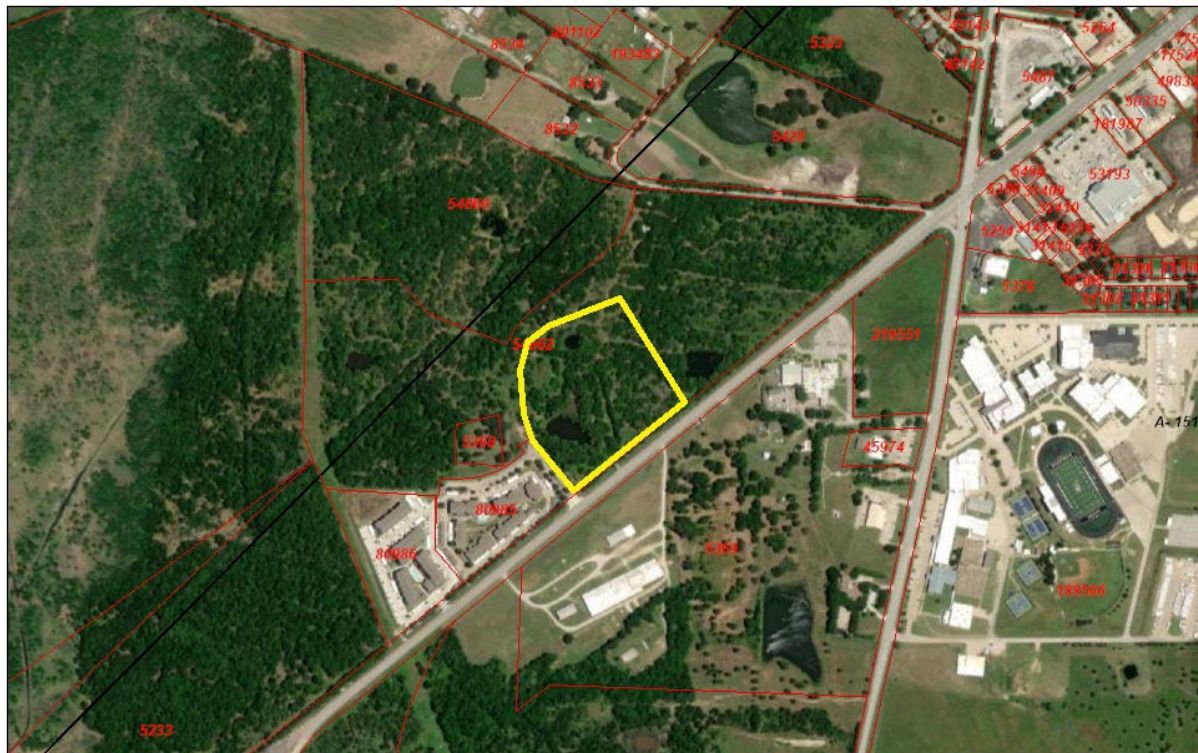
ATTACHMENTS:

1. Location Map
2. Land Study of Five Points Addition
3. Preliminary Plat of Five Points Addition
4. Phasing Plan of Five Points Addition
5. Planned Development Standards for Subdistrict PD 22-B
6. Survey
7. Site Plan
8. Preliminary Storm Plan
9. Preliminary Wastewater Plan
10. Preliminary Water Plan
11. Building Elevations and Floor Plans
12. Landscape Plan, Details & Specs, and Imagery

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

Location Map

The Rivers at Five Points



2/3/2023, 6:35:18 PM

☐ Abstracts

☐ Parcels

1:9,028

0 0.05 0.1 0.2 mi

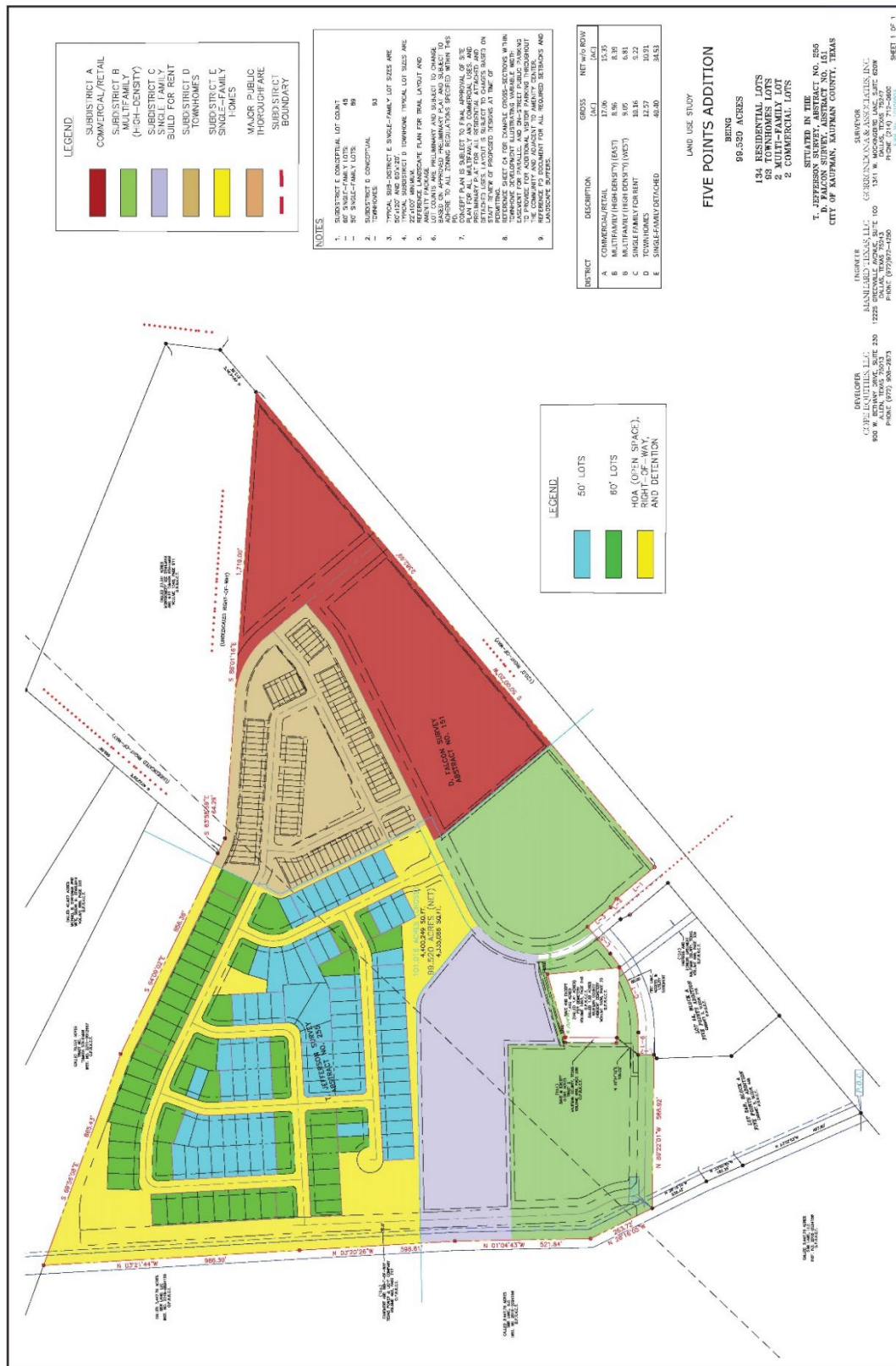
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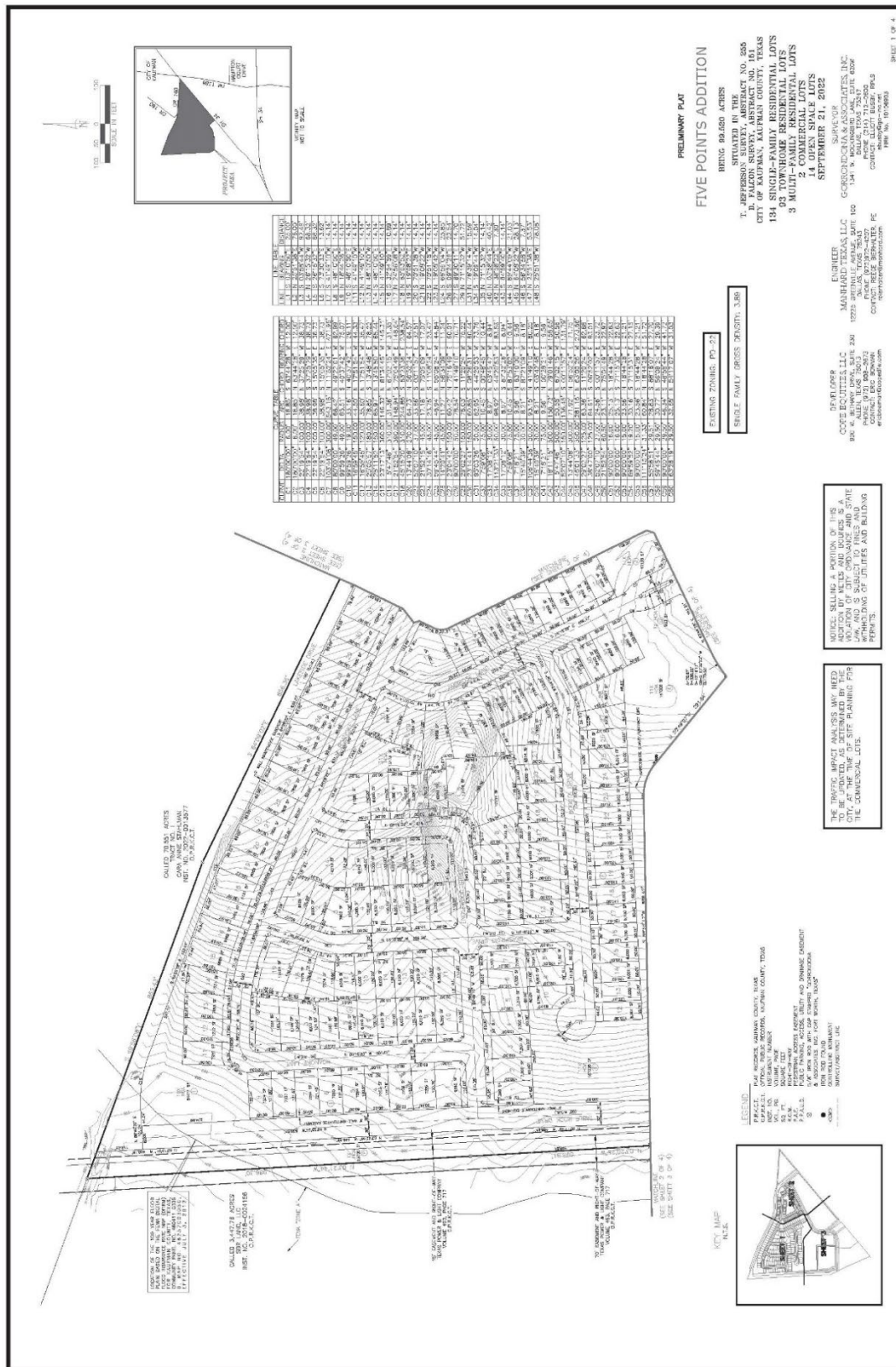
Kaufman County Appraisal District, BIS Consulting - www.bisconsulting.com

Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of boundaries.

Land Study of Five Points Addition

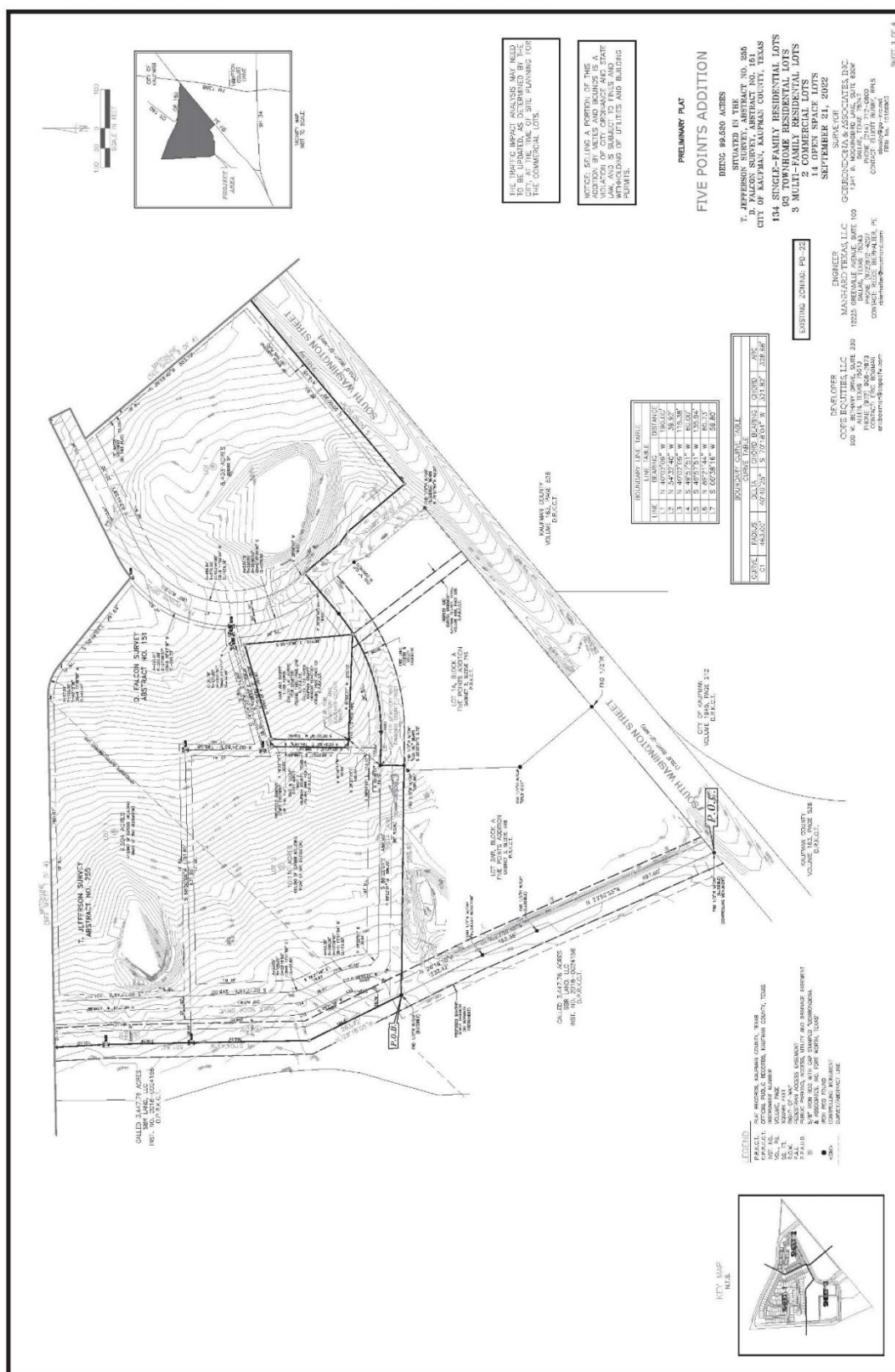


Preliminary Plat of Five Points Addition

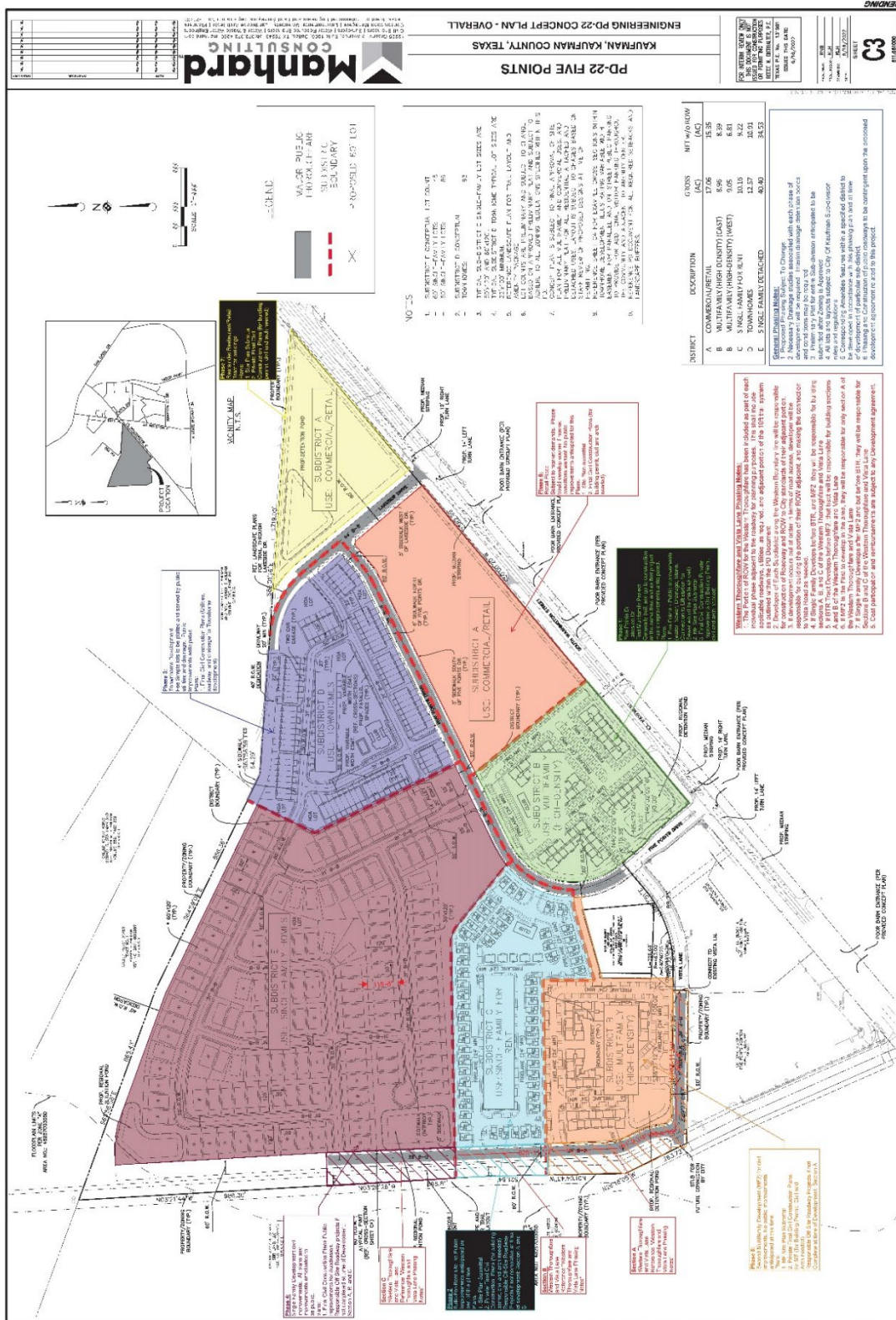


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Preliminary Plat of Five Points Addition



Phasing Plan of Five Points Addition



PD Zoning Standards

Exhibit "B" Planned Development Standards

- 1) **Base Zoning:** Subdistrict PD 22-B is established with the base zoning district, **Multifamily (MF-2)**, as described by the City of Kaufman Zoning Ordinance. Unless specified herein, all development located within this Subdistrict shall be governed by City Codes and regulations applicable to this base zoning district.
- 2) **Land Uses Permitted:** Within this Subdistrict PD 22-B, land uses authorized in the Multi-Family Residential-2 (MF-2) zoning district are permitted with a maximum density of 24 dwelling units per acre.

3) **Development Standards of Subdistrict PD 22-B:**

	Base Zoning District	Subdistrict PD 22-B
Minimum Lot Area	1 acre/lot; 1,800 sf/unit	1 acre/lot
Minimum Dwelling Size	550 sf (efficiency unit) 600 sf (1 bedroom unit) 800 sf (2-bedroom unit) 1,000 sf (3+ bedroom unit)	550 sf (efficiency unit) 600 sf (1 bedroom unit) 800 sf (2-bedroom unit) 1,000 sf (3+ bedroom unit)
Minimum Lot Width	100 feet	100 feet
Minimum Lot Depth	125 feet	125 feet
Minimum Front Yard	30 feet	30 feet
Minimum Rear Yard	20 feet	15 feet
Minimum Side Yard ¹	15 feet	10 feet
Maximum Height	3 stories/45 feet	3 stories/45 feet
Maximum Lot Coverage ²	50% Max.	50% Max

Notes to development standards table above:

1 - No extended side yard shall be required based on the height of adjacent buildings if site developed in accordance with this Concept Plan.

2 - Maximum lot coverage refers to maximum area covered by buildings.

4) **Special District Development Standards and Requirements:**

- A. **Parking Spaces:** The minimum number of parking spaces required in this District shall be 1.75 spaces per dwelling unit. Fifteen percent (15%) of parking spaces shall be covered parking or enclosed in attached or detached garages. Covered carports shall provide columns constructed from materials that complement the multi-family buildings. Up to ten percent (10%) of parking spaces may be compact parking spaces in this Subdistrict.
- B. **Maximum Length of Buildings:** In no case shall any side of a building exceed two hundred fifty feet (250') in length per side elevation.
- C. **Parkland Dedication and Improvements Requirements:** In lieu of dedicating land for park use (as required by City Code), all development in this Subdistrict shall be permitted to meet up to 100 percent of such requirement by paying of a fee in-lieu

PD Zoning Standards

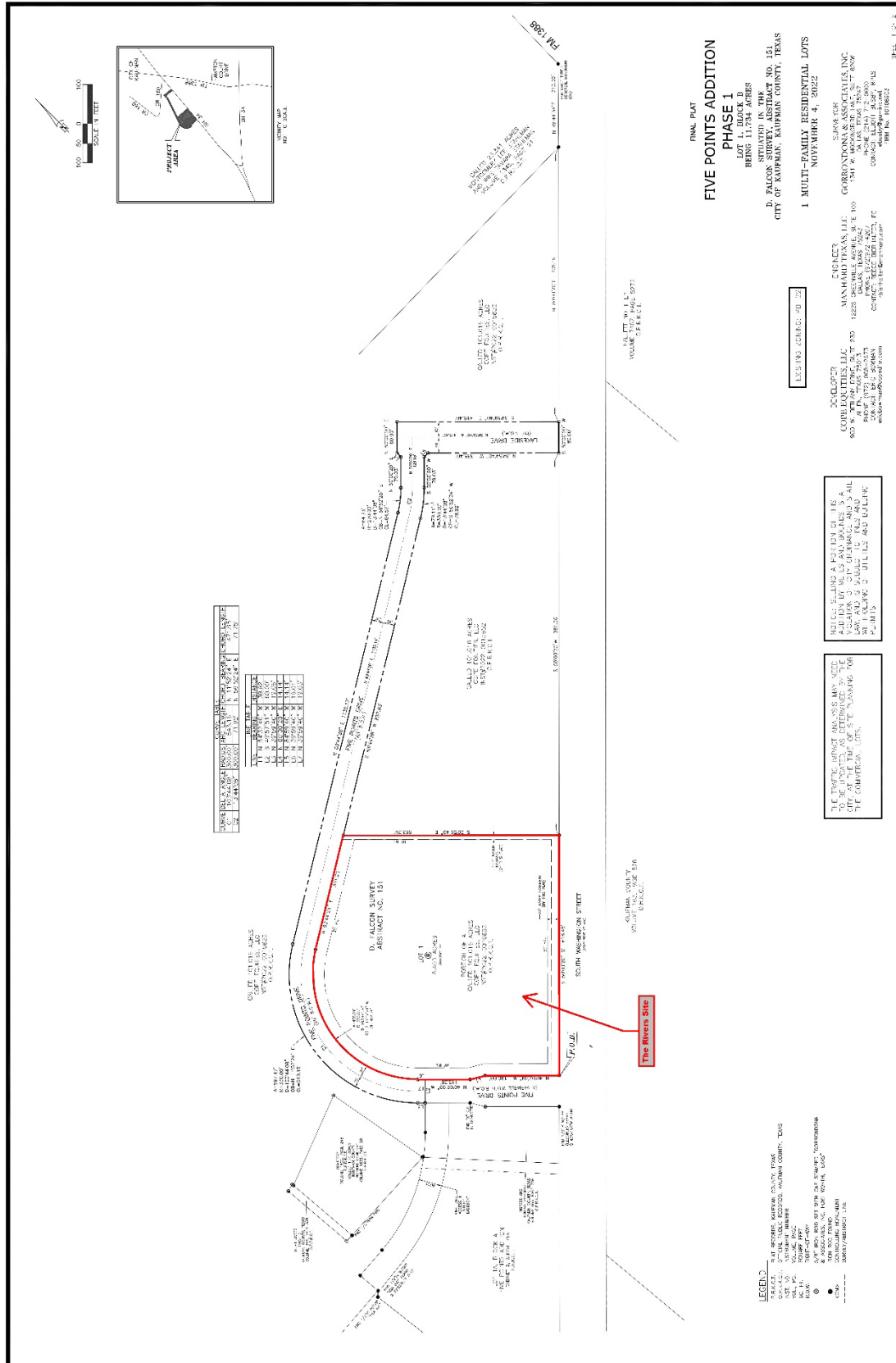
Exhibit "B" Planned Development Standards

of land dedication, in accordance with City Ordinances. For purposes of calculating the amount of fees paid in-lieu, all land areas reserved for linear park trail system and all rights-of-way containing sidewalks that are dedicated within the Subdistrict shall be considered parkland dedications. Construction of public linear park trail system within the Subdistrict shall be credited against any Park Development Fees assessed by the City per City Code. For any other parkland to be dedicated to the City, certain amenities like benches, trash receptacles, picnic pavilions/seating areas, grilling stations, and/or playgrounds shall be provided by developer, in addition to active amenities, such as outdoor games/sports courts/fields, subject to approval of the Parks & Recreation Board. (The design of such amenities shall be similar to those depicted in Exhibit D (Overall Landscape, Screening, Trail and Amenity Plan, approved with these regulating standards.)

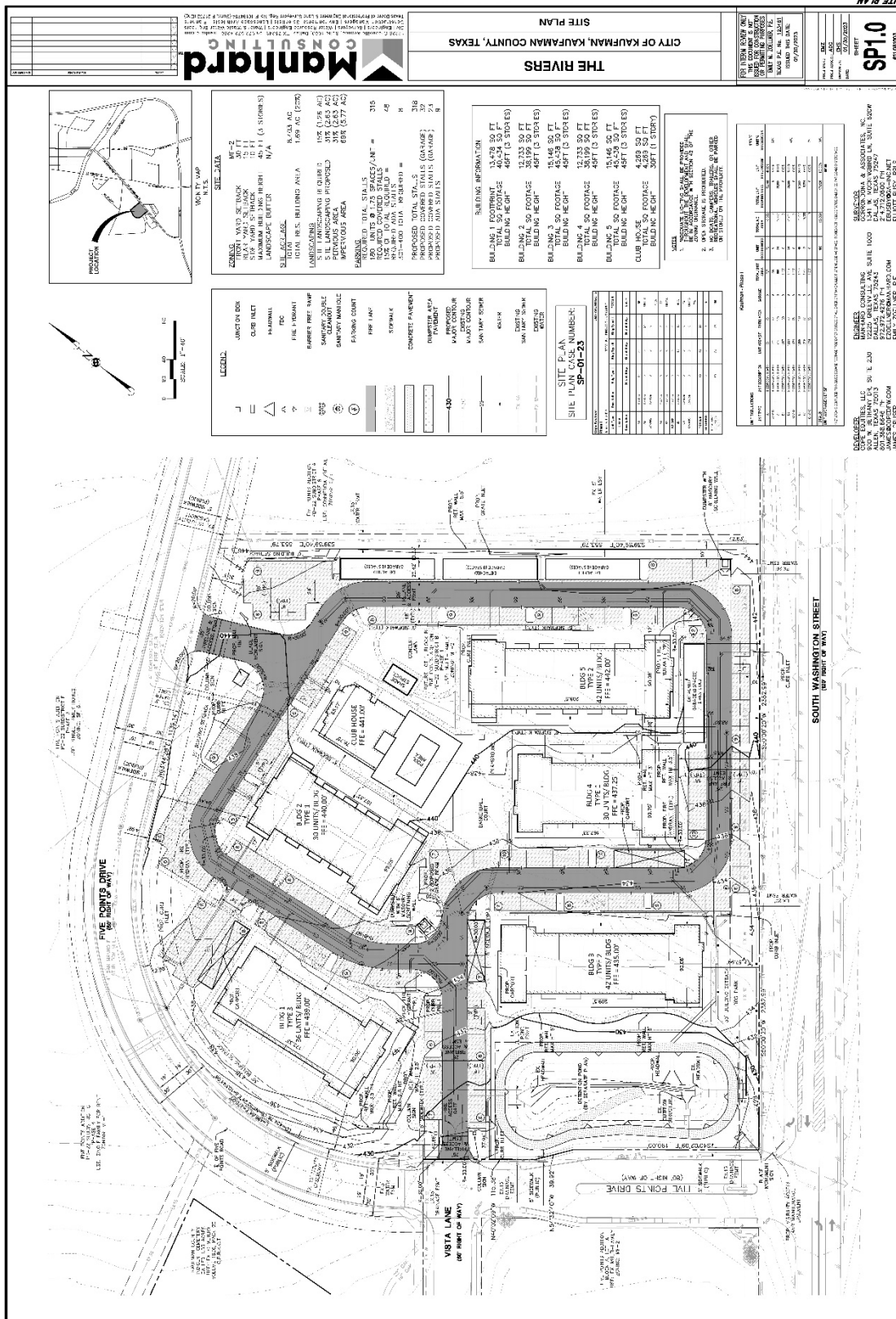
- D. Landscaping: Landscaping in this Subdistrict shall conform to the landscaping requirements for multi-family residential uses as specified in the City's Zoning Ordinance.
- E. Screening: Refuse dumpsters shall be enclosed by a 6' high masonry screen wall on three sides with finishes consistent with the primary building(s) within the respective subdistrict. Painted steel framed gates shall be installed to provide access to the dumpsters.

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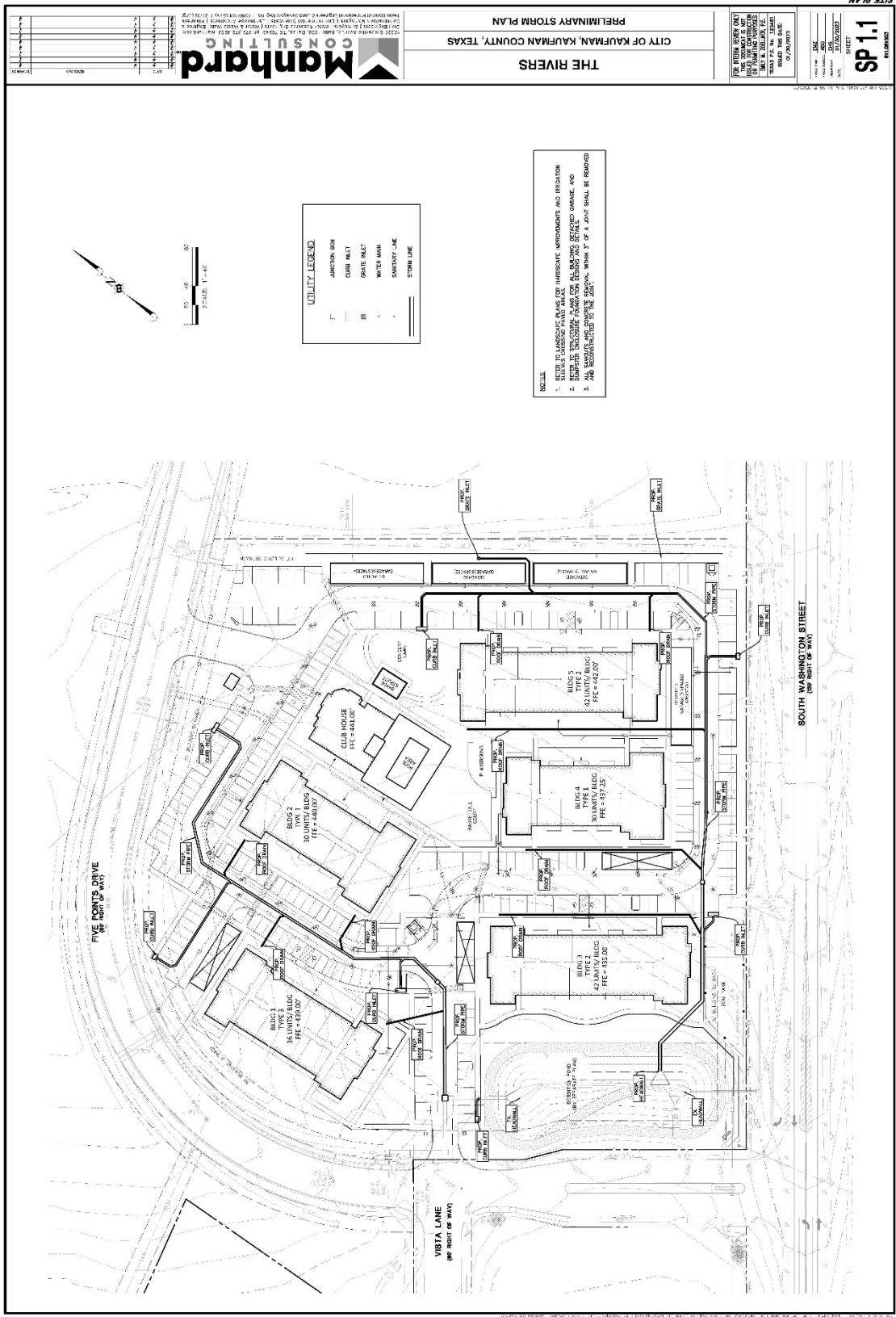
Survey



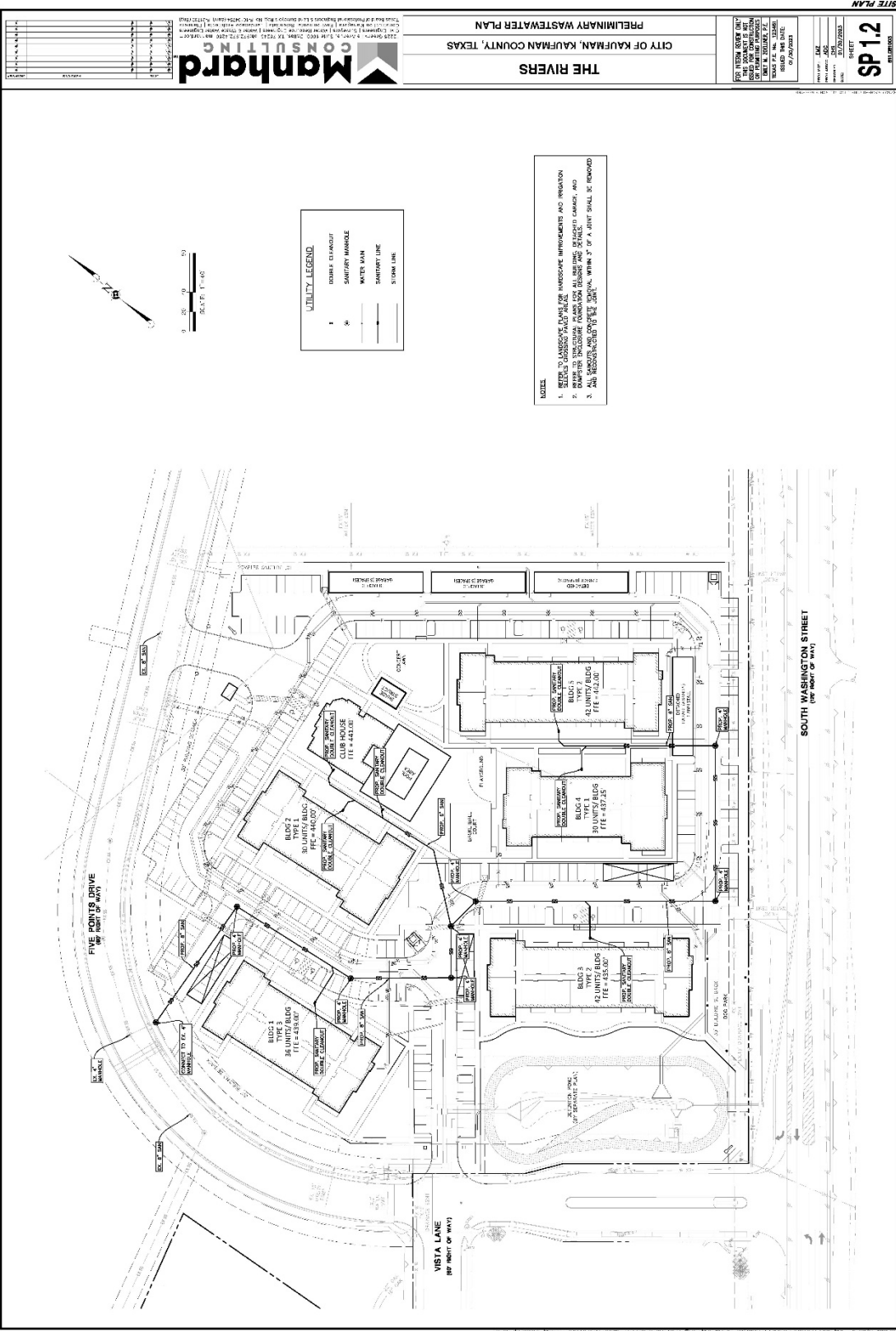
Site Plan



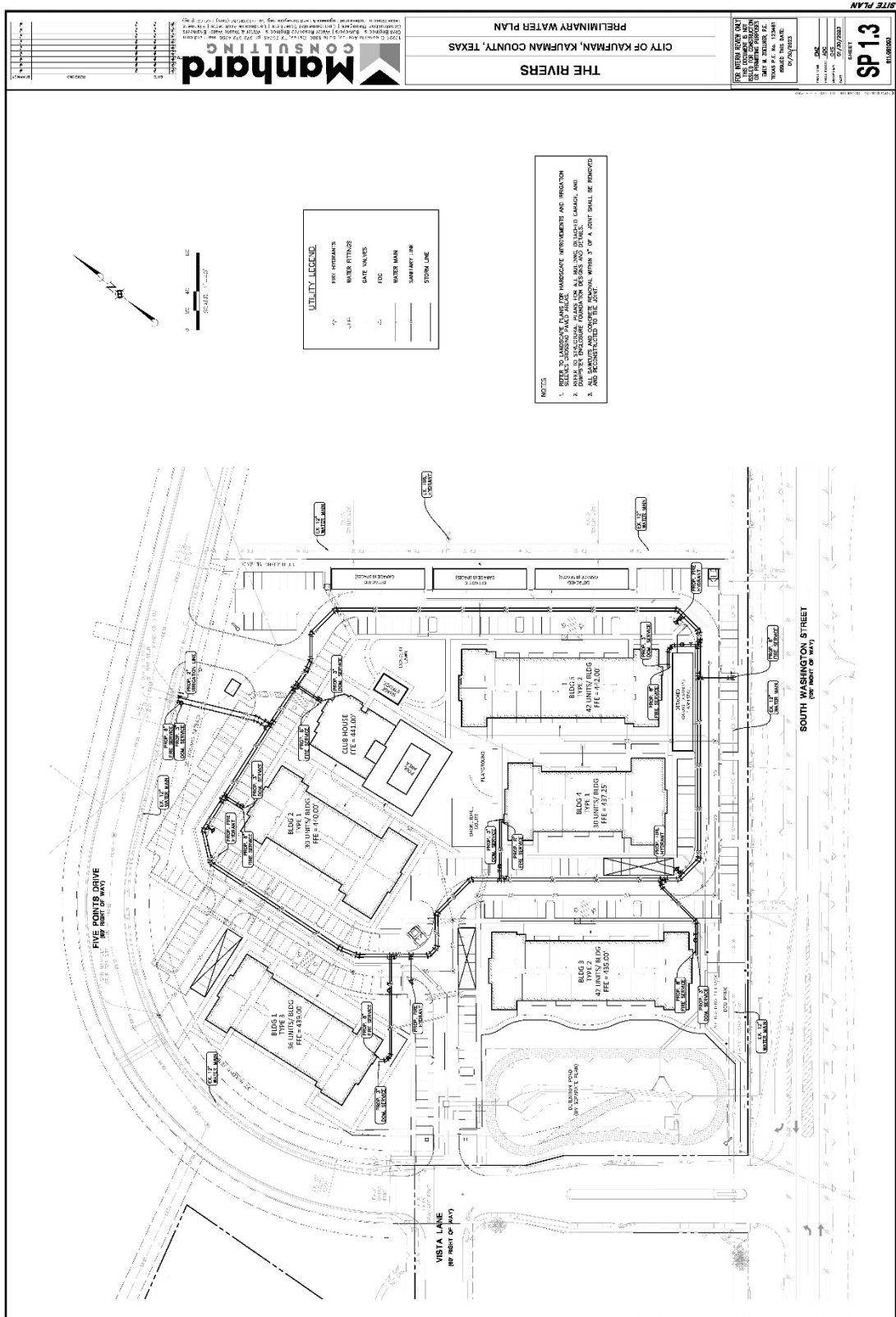
Preliminary Storm Plan



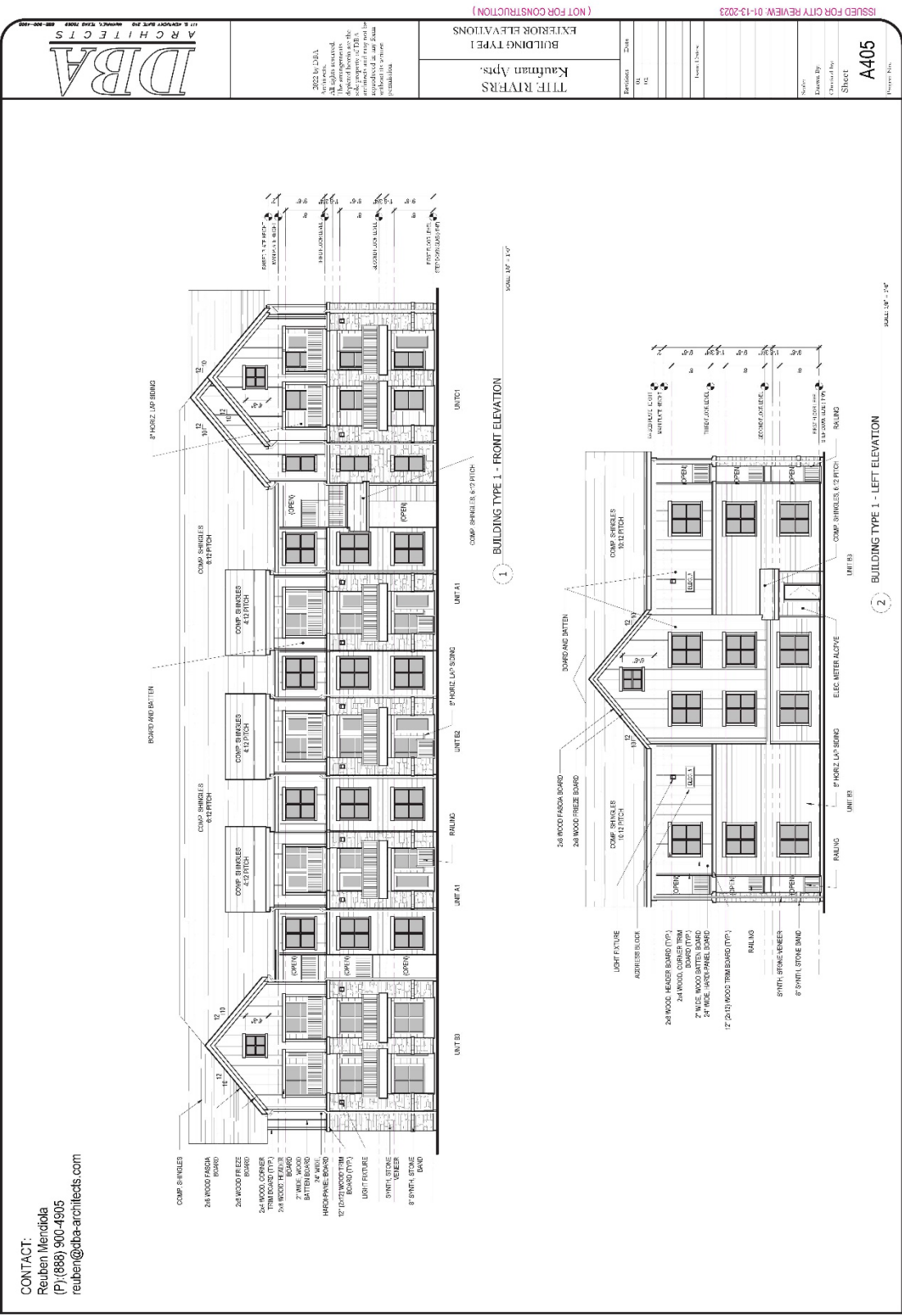
Preliminary Wastewater Plan



Preliminary Water Plan



Building Elevations and Floor Plans



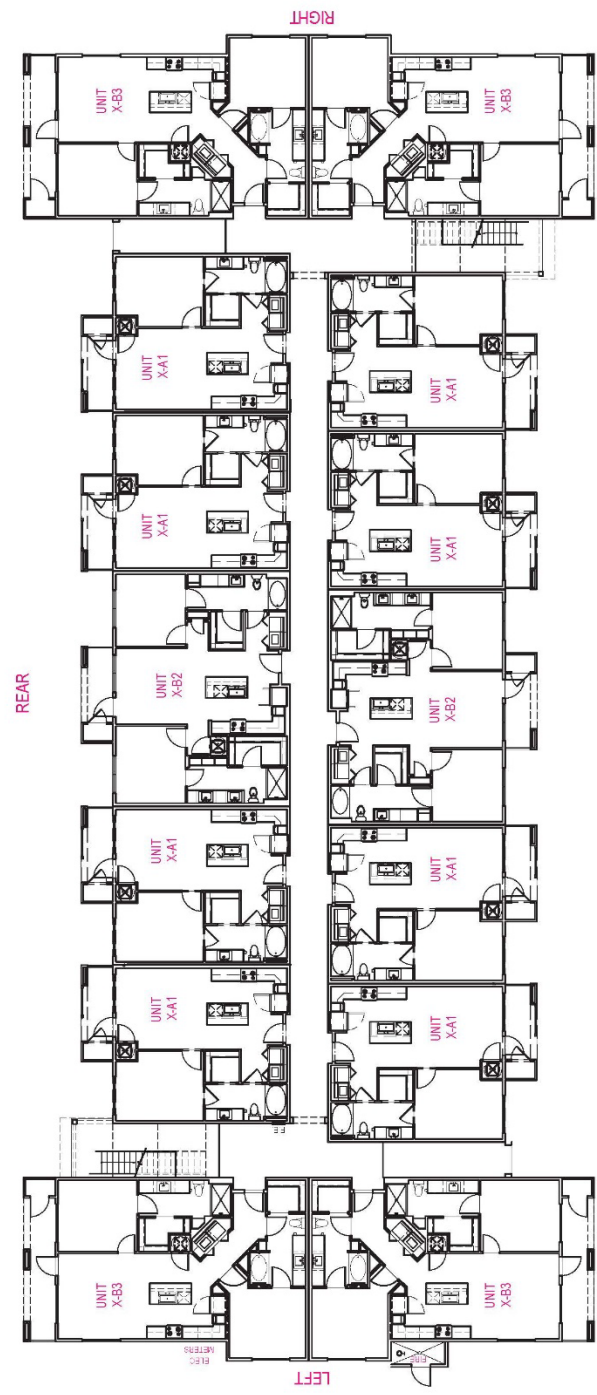
Building Elevations and Floor Plans

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Building Elevations and Floor Plans

DBA Architects
111 S. Kentucky, Suite 210
McKinney, Texas 75069

CONTACT:
Reuben Mendiola
(P): (888) 900-4905
reuben@dba-architects.com



COPE EQUITIES - THE RIVERS - KAUFMAN, TEXAS

BLDG. TYPE 2
42 UNITS

BLDG. TYPE III
BUILDING LEVEL 1
42 UNITS

UNIT TABULATIONS
A1 = 24
B2 = 6
B3 = 12
42 UNITS

January 6, 2023



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Building Elevations and Floor Plans



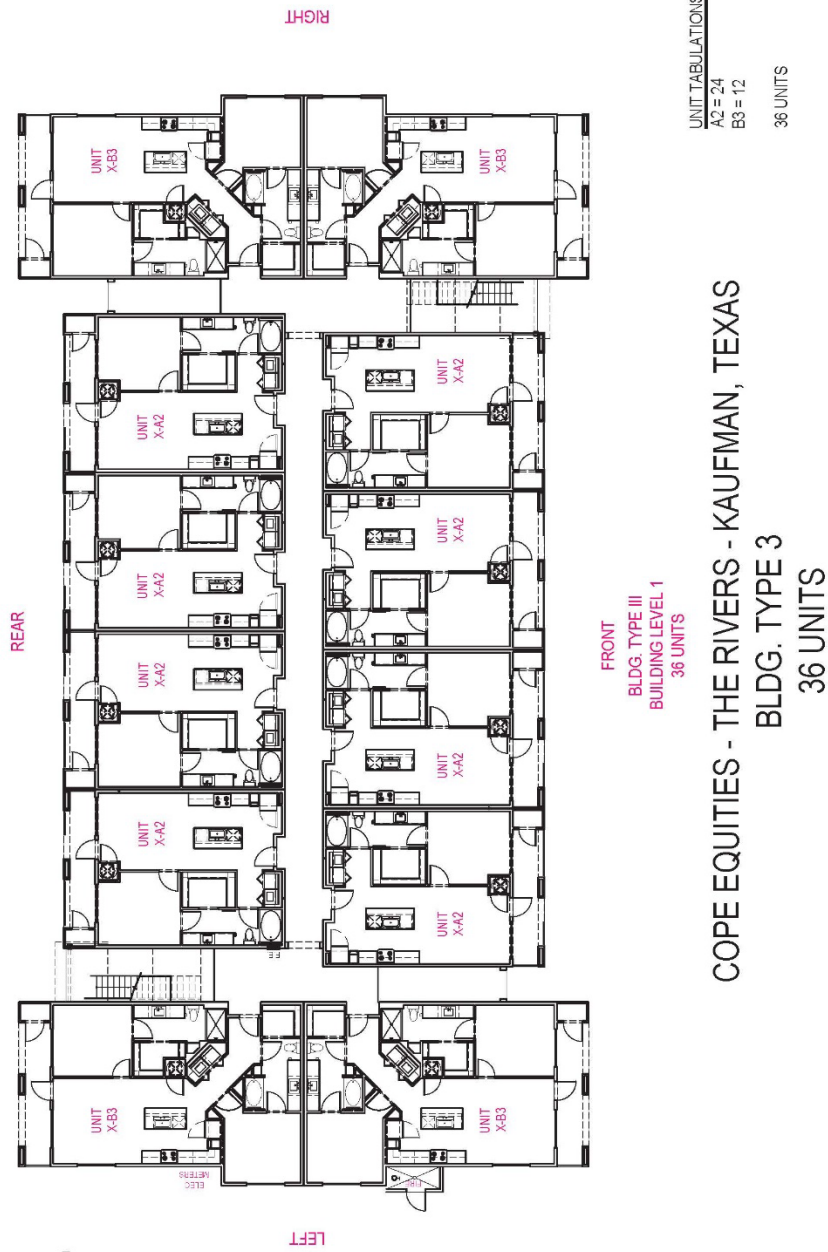
Building Elevations and Floor Plans



Building Elevations and Floor Plans

DBA Architects
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McKinney, Texas 75069

CONTACT:
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(P)(888) 900-4905
reuben@dba-architects.com

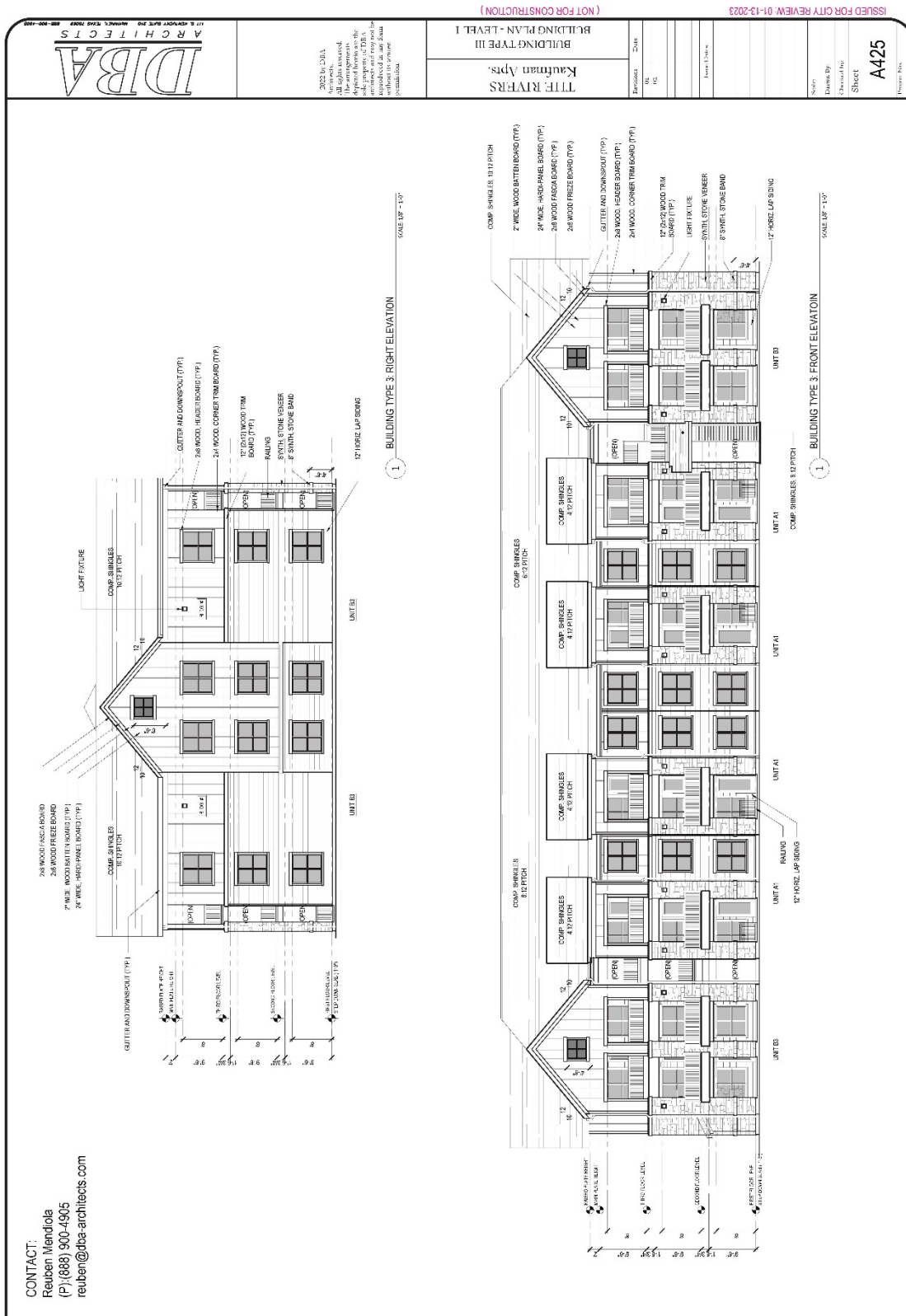


January 6, 2023

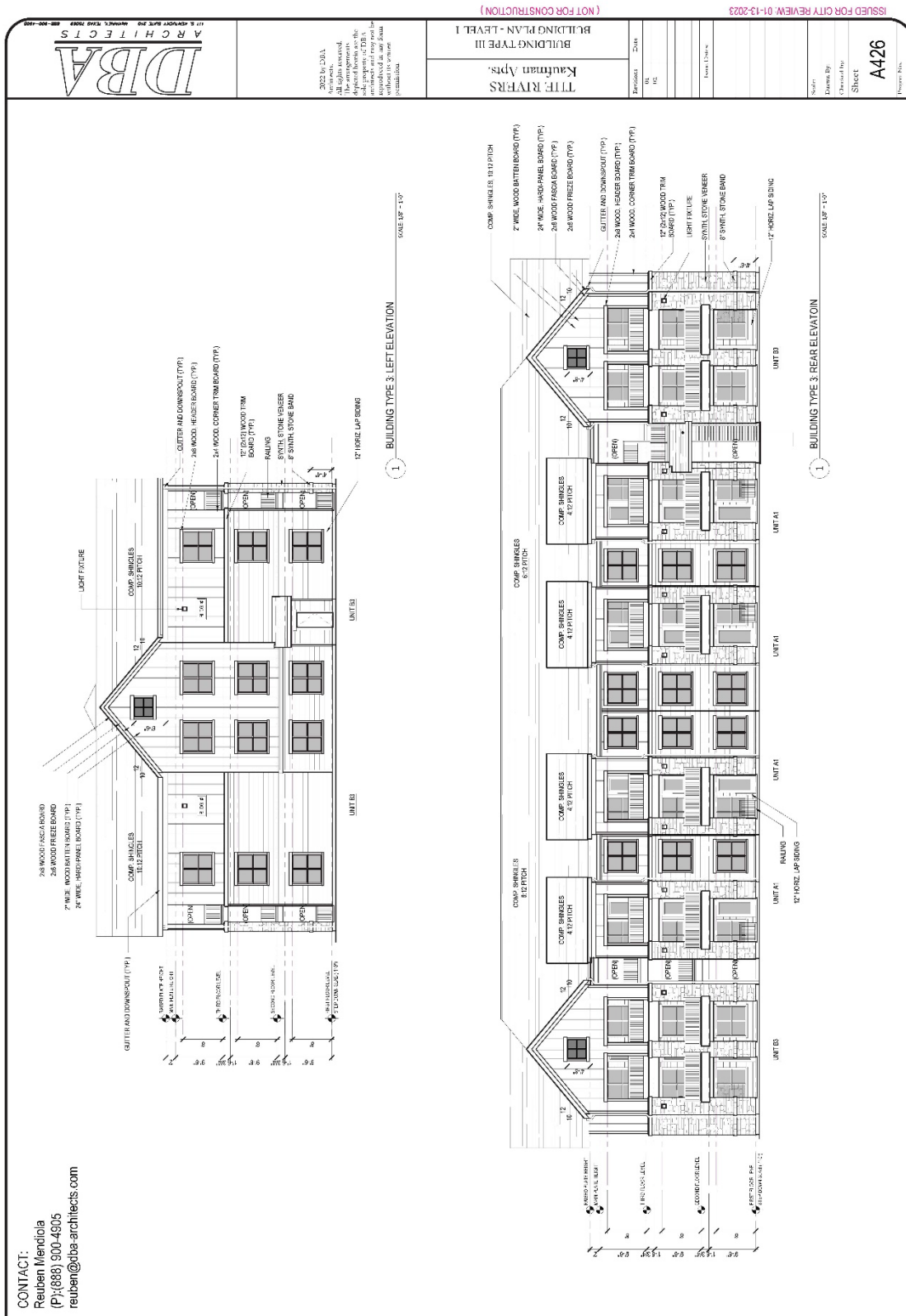


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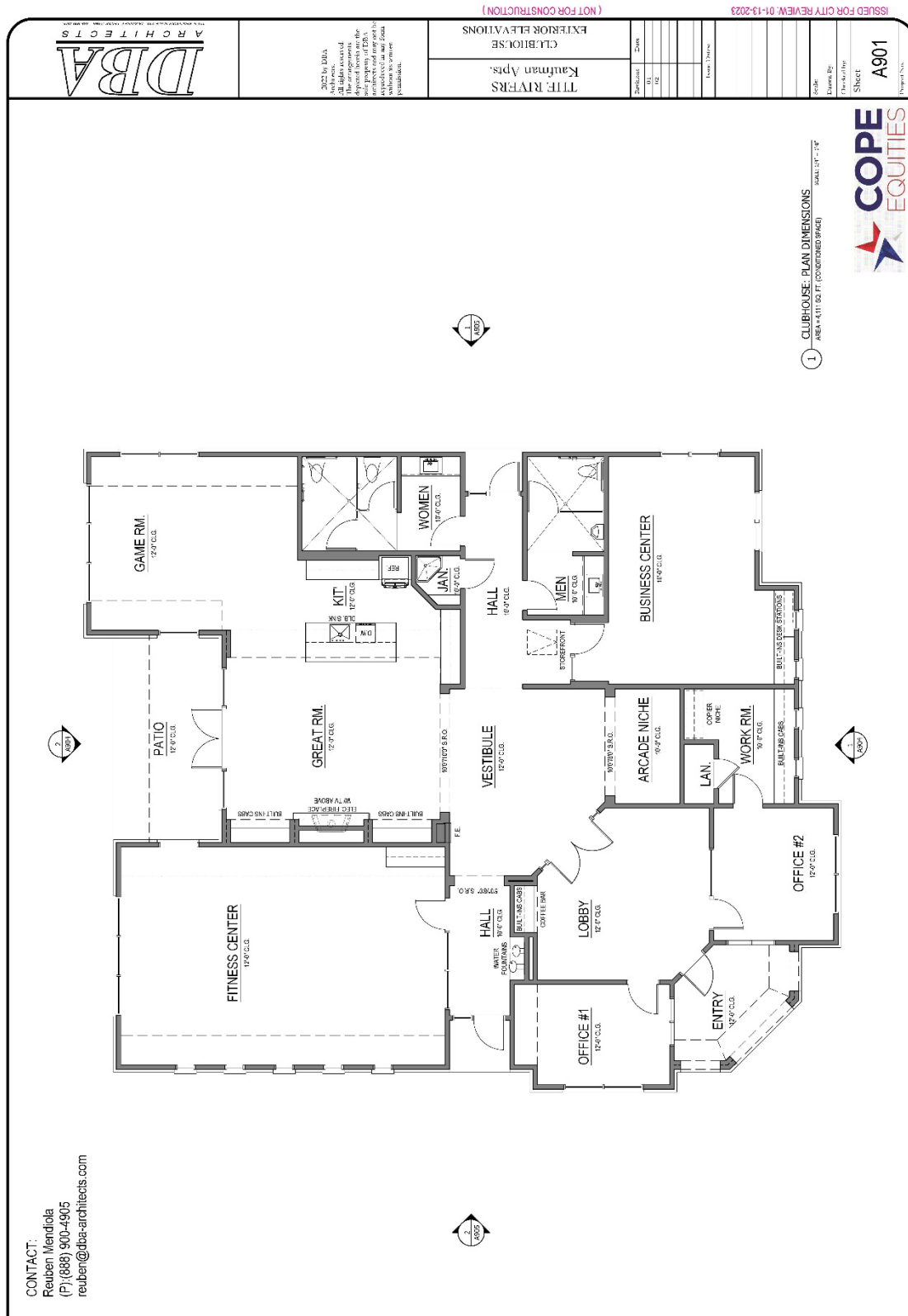
Building Elevations and Floor Plans



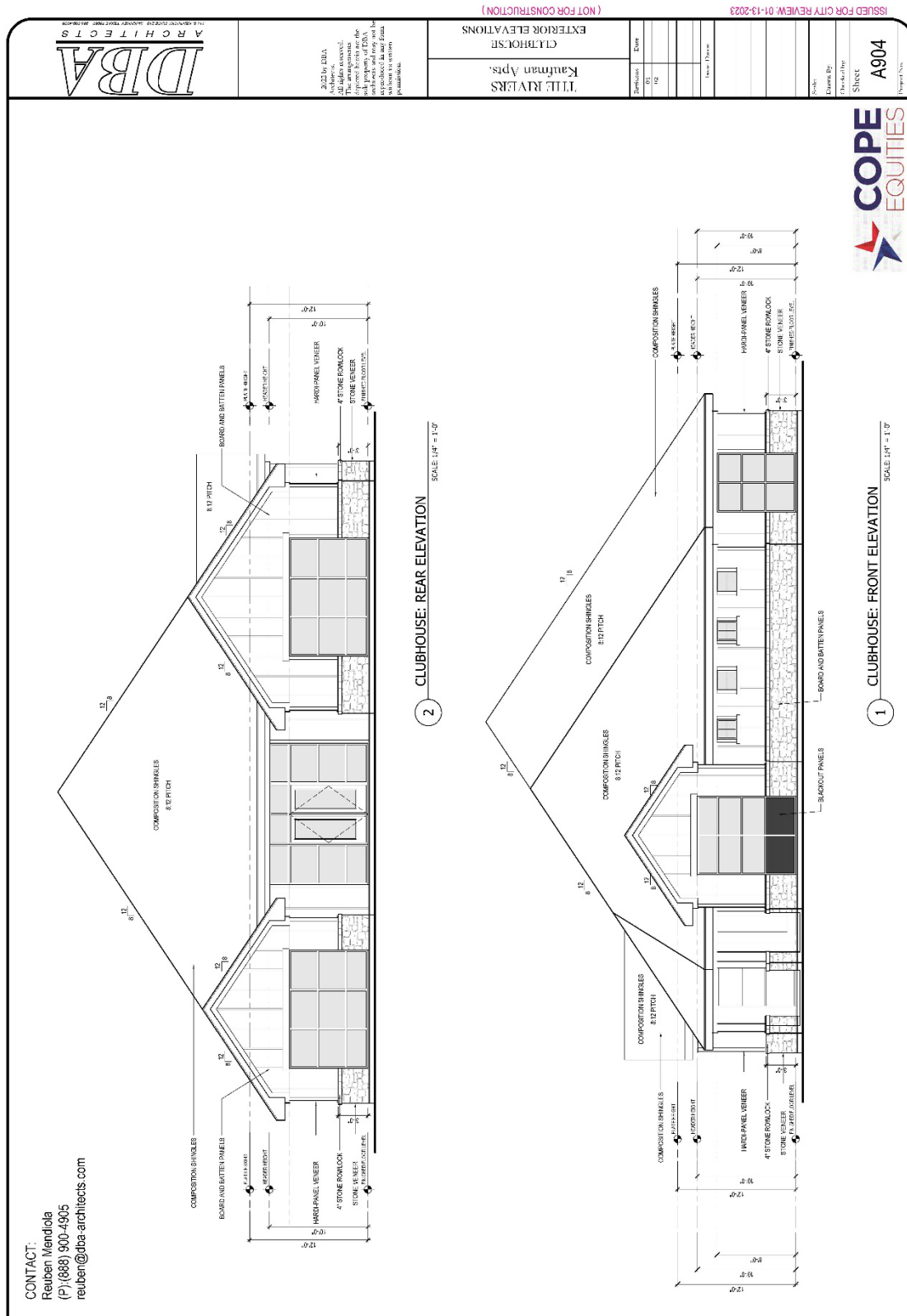
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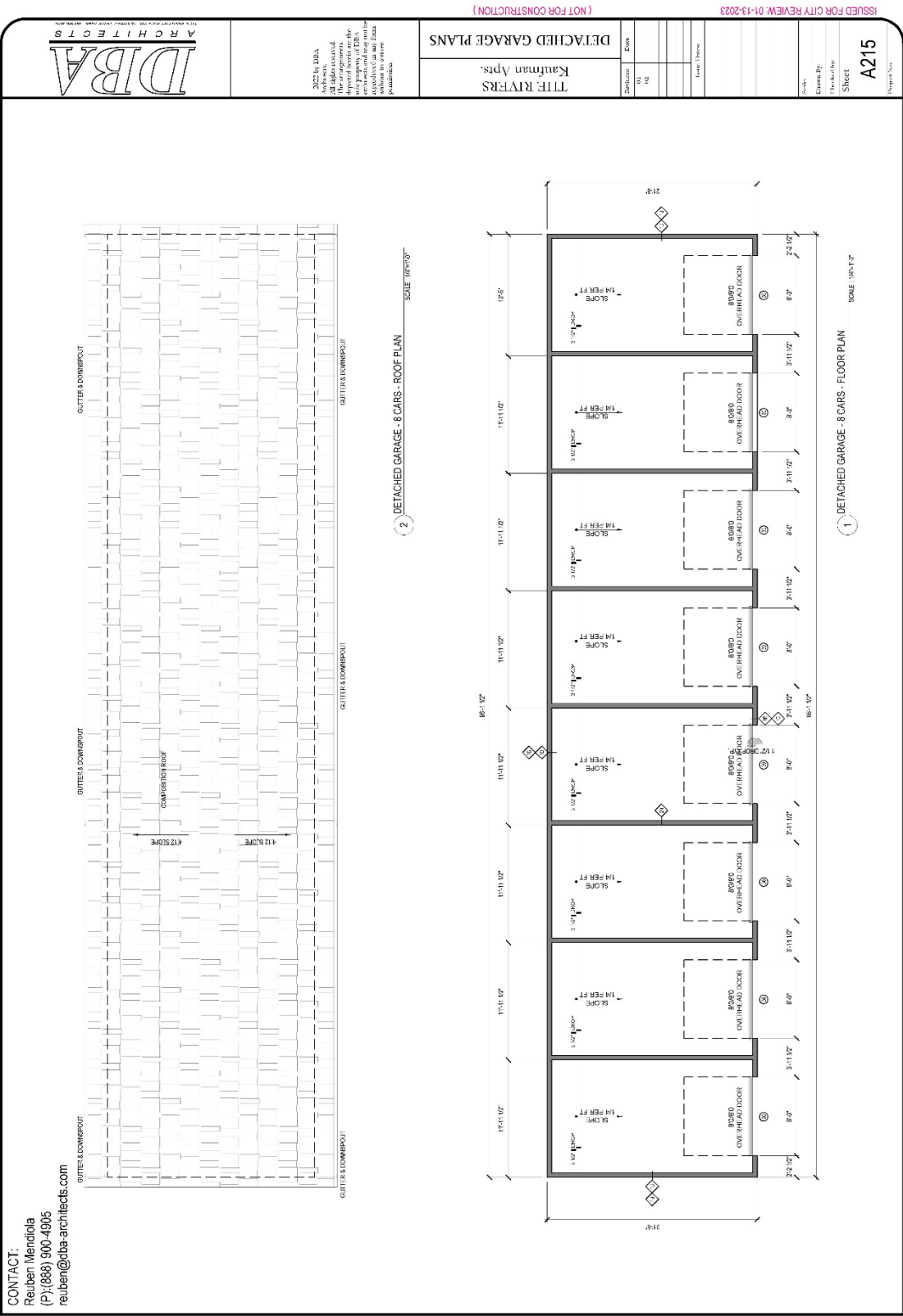
Building Elevations and Floor Plans



Building Elevations and Floor Plans



Building Elevations and Floor Plans



Building Elevations and Floor Plans

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 Reuben Mendola
 (P):(888) 900-4905
 reuben@dba-architects.com

ISSUED FOR CONSTRUCTION) (NOT FOR CONSTRUCTION)
 A216
 Sheet
 The Architects
 Drawn By
 Checked By
 Scale: 1/8" = 1'-0"

IDBA ARCHITECTS

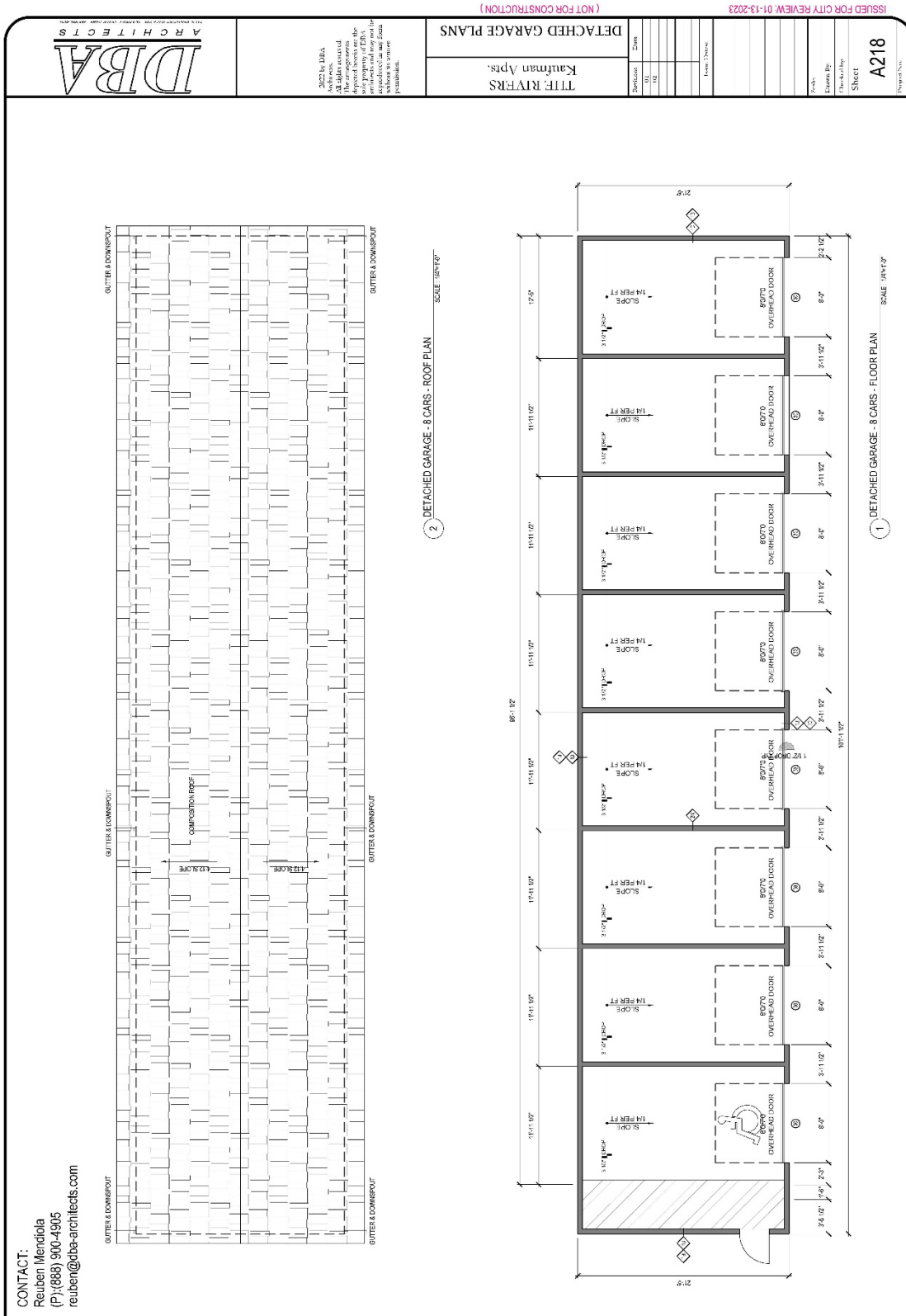
THE RIVERS CLUBHOUSE
 Kautman Apts.
 EXTERIOR ELEVATIONS
 2022 by IDBA
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3 DETACHED 8 CAR GARAGE - SIDE ELEVATIONS
 SCALE: 1/8" = 1'-0"

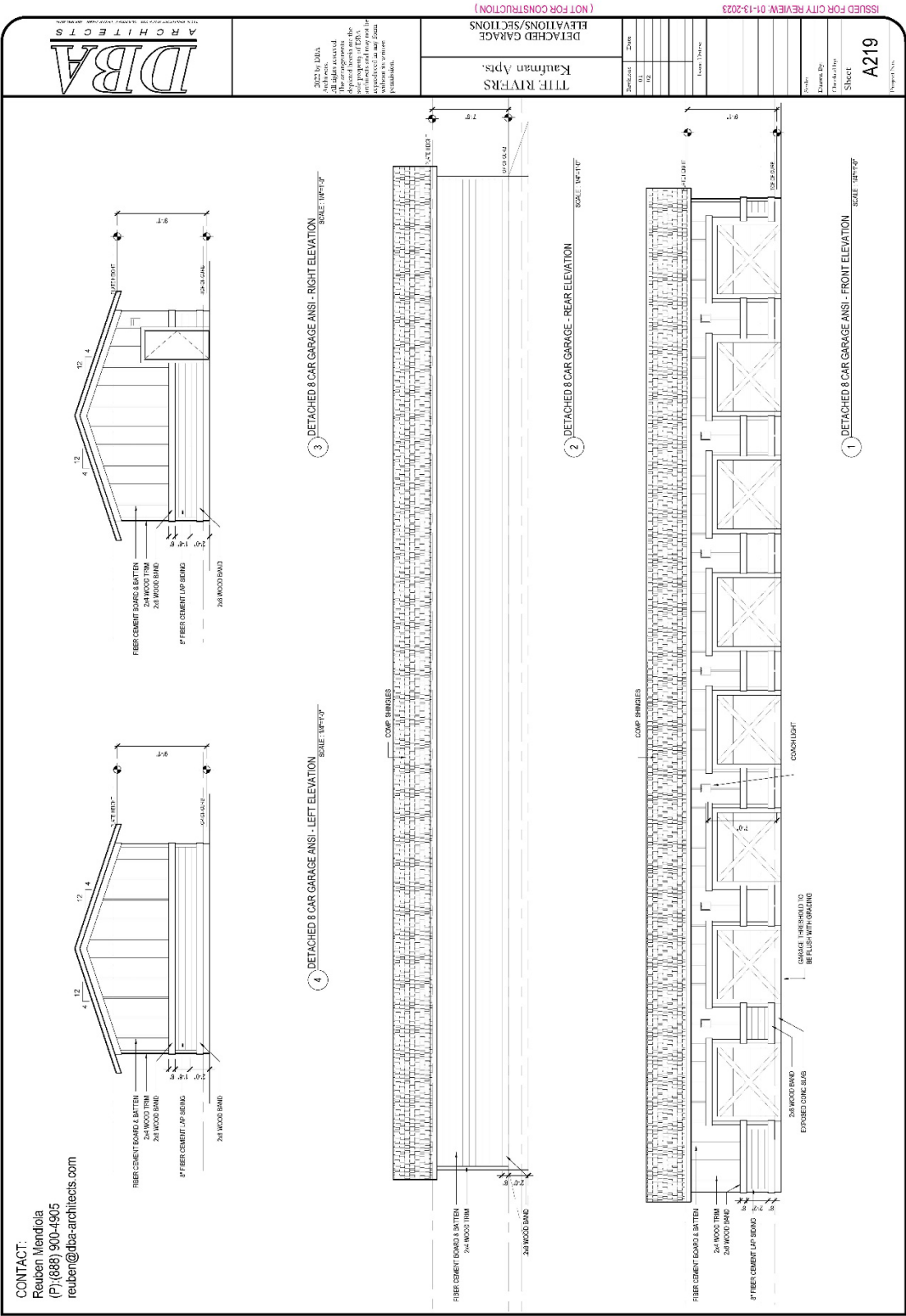
2 DETACHED 8 CAR GARAGE - REAR ELEVATION
 SCALE: 1/8" = 1'-0"

1 DETACHED 8 CAR GARAGE - FRONT ELEVATION
 SCALE: 1/8" = 1'-0"

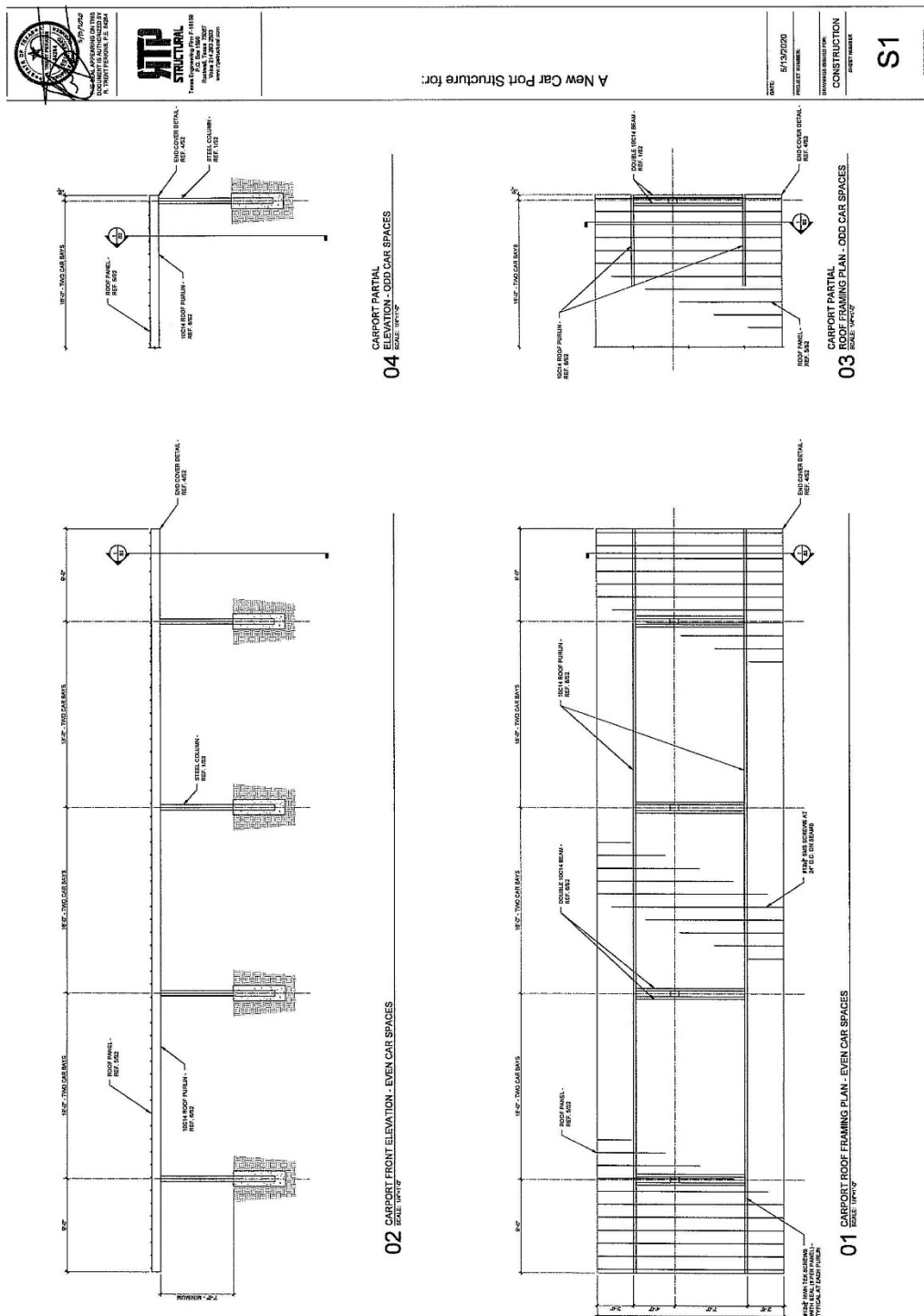
Building Elevations and Floor Plans



Building Elevations and Floor Plans



Building Elevations and Floor Plans

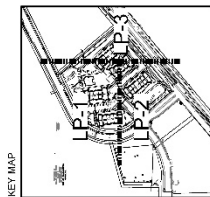


Building Elevations and Floor Plans

[illegible]

THE RIVERS

CITY OF KAUFMAN, TEXAS
LANDSCAPE PLANTING PLANS



EVERGREEN DESIGN GROUP
11961 PIERCE STREET SUITE 209
BETHESDA, MD 20814
301-583-5416
WWW.EVERGREENDESIGNGROUP.COM
CONTACT: BLAKE RHINEHART, P.A.
EMAIL: BLAKE@EVERGREENDESIGN.COM

TEST	TEST CODE	TEST NAME	TEST CODE	TEST NAME	TEST CODE	TEST NAME	TEST CODE	TEST NAME
1	1	REVERSE TEST TO A STANDARD	1	1	1	1	1	1
2	2	PERIODIC CHECKS	2	2	2	2	2	2
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4	4	QUARTERLY CHECKS	4	4	4	4	4	4
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50</								

Case	Time interval	Distance at start (km)	Source	Category	Multiple birds	Several birds	Force		Death		Stomach contents	Injured birds	Vagabonds	Remarks
							Lat.	Long.	Sex	Age				
1	XX	2.5	Bea de l'Esp.	1	Yes	no	-33°17'	4°30'	♂	3	no	no	no	18/27/71
2	XX	2.5	Bea de l'Esp.	1	Yes	no	-33°17'	4°30'	♂	3	no	no	no	18/27/71
3	XX	2.5	Bea de l'Esp.	1	Yes	no	-33°17'	4°30'	♂	3	no	no	no	18/27/71
4	XX	2.5	Bea de l'Esp.	1	Yes	no	-33°17'	4°30'	♂	3	no	no	no	18/27/71
5	XX	2.5	Bea de l'Esp.	1	Yes	no	-33°17'	4°30'	♂	3	no	no	no	18/27/71
6	XX	2.5	Bea de l'Esp.	1	Yes	no	-33°17'	4°30'	♂	3	no	no	no	18/27/71
7	XX	2.5	Bea de l'Esp.	1	Yes	no	-33°17'	4°30'	♂	3	no	no	no	18/27/71
8	XX	2.5	Bea de l'Esp.	1	Yes	no	-33°17'	4°30'	♂	3	no	no	no	18/27/71
9	XX	2.5	Bea de l'Esp.	1	Yes	no	-33°17'	4°30'	♂	3	no	no	no	18/27/71
10	XX	2.5	Bea de l'Esp.	1	Yes	no	-33°17'	4°30'	♂	3	no	no	no	18/27/71
11	XX	2.5	Bea de l'Esp.	1	Yes	no	-33°17'	4°30'	♂	3	no	no	no	18/27/71
12	XX	2.5	Bea de l'Esp.	1	Yes	no	-33°17'	4°30'	♂	3	no	no	no	18/27/71
13	XX	2.5	Bea de l'Esp.	1	Yes	no	-33°17'	4°30'	♂	3	no	no	no	18/27/71
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15	XX	2.5	Bea de l'Esp.	1	Yes	no	-33°17'	4°30'	♂	3	no	no	no	18/27/71
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29	XX	2.5	Bea de l'Esp.	1	Yes	no	-33°17'	4°30'	♂	3				

INRES TO BE REMOVED:	7 INRES
TOTAL DB OF INRES TO BE REMOVED	7004 NCILES

NC AGGREGATE DB REMOVED:	2 INRES
TOTAL DB OF PROTECTED INRES TO BE REMOVED	2008 NCILES

[illegible][illegible][illegible][illegible]

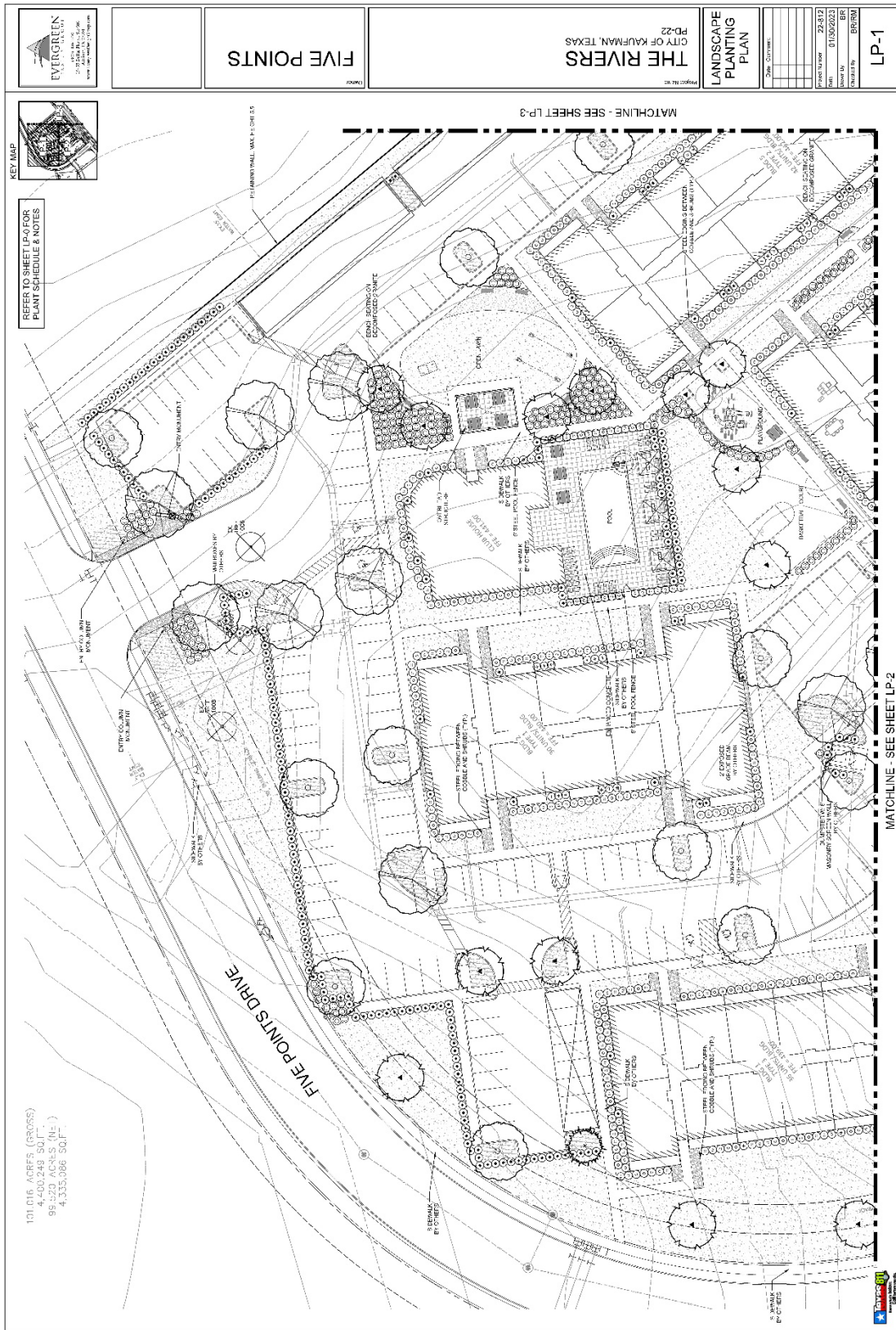
THE RIVERS
CITY OF KAUFMAN, TEXAS

LANDSCAPE
PLANTING
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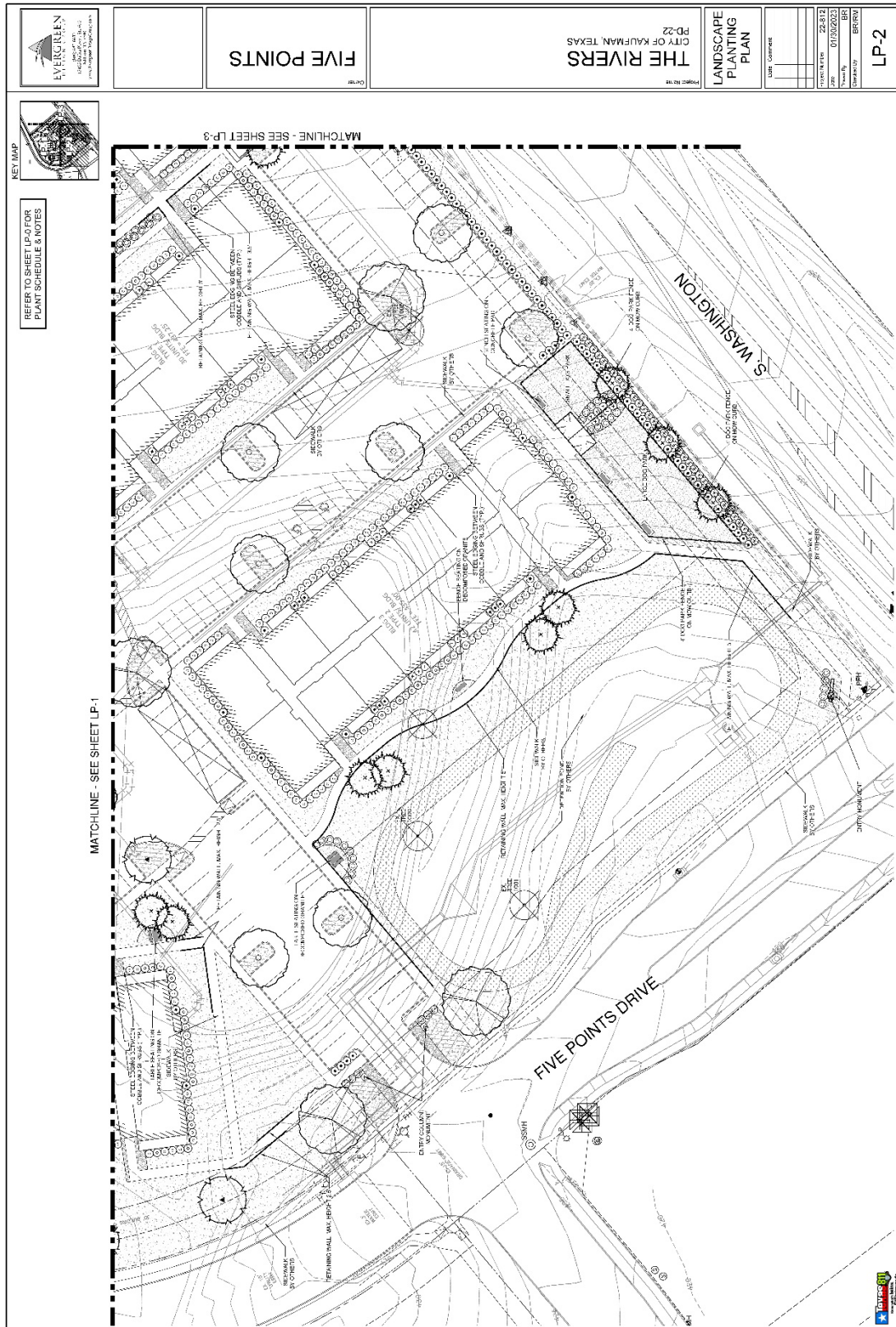
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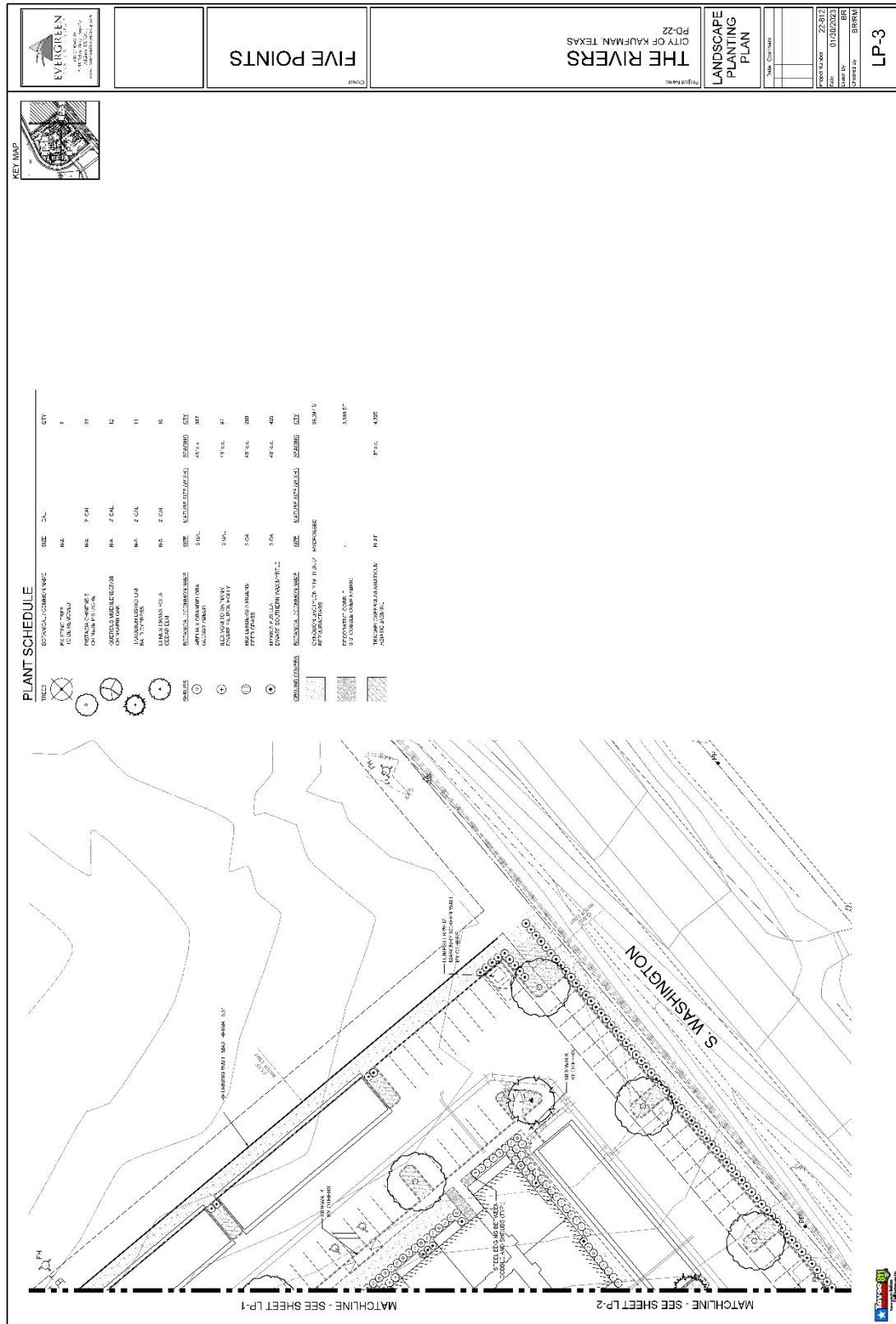
Landscape Plan



Landscape Plan



Landscape Plan



Landscape Plan

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Landscape Plan



EVERGREEN
2700 E. 10th Ave. Suite 200
Denver, CO 80202
Phone: 303.733.7800

FIVE POINTS

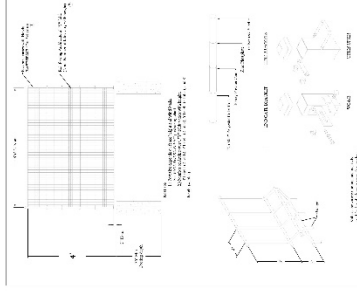
PROJECT NO. 22

THE RIVERS
CITY OF KAUFMAN, TEXAS

LANDSCAPE IMAGERY

Date: _____
Client: _____

Project Name: 22-812
Project Number: 01/30/2023
Project Location: KAUFMAN, TEXAS
Project Phase: PRELIMINARY
Project Status: IN PROGRESS



TYPICAL DOG PARK FENCING
SCALE: 1/8" = 1'-0"

1. 4" x 4" x 1/2" GALV. POSTS @ 8' ON CENTER
2. 1/2" GALV. BOLLARDS @ 8' ON CENTER
3. 1/2" GALV. RAIL @ 1/2" ON CENTER
4. 1/2" GALV. CHAIN LINK FENCE @ 1/2" ON CENTER
5. 1/2" GALV. TOP RAIL @ 1/2" ON CENTER
6. 1/2" GALV. BOTTOM RAIL @ 1/2" ON CENTER
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143. 1/2" GALV. GATE CHAIN LINK FENCE @ 1/2" ON CENTER



Meeting
Date: 2/27/2023

Date: 02/14/2023

Item #: 18.

Dept.: Finance

Action Item

SUBJECT:

Consider and take appropriate action on the FY-22 Tax Increment Reinvestment Zone #1 Annual Report.

BACKGROUND:

Tax Increment Reinvestment Zones are required to submit to the Texas State Comptroller an annual report of earnings and qualified expenses. The TIRZ Board is required to review and make a recommendation to the City Council. The City Council is required to review and take action on the annual report.

Author:

Mary Wennerstrom, Finance Director

Reviewed:

Mike Slye, City Manager

Cost:

Funds Available:

Source:

Recommendation: Staff recommends approval of the FY 2022 TIRZ #1 annual report.

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

CITY OF KAUFMAN KAUFMAN, TEXAS



TAX INCREMENT FINANCING DISTRICT
REINVESTMENT ZONE, No. 1

ANNUAL REPORT

FISCAL YEAR 2022

(October 1, 2021 – September 30, 2022)

CITY OF KAUFMAN, TEXAS
TAX INCREMENT FINANCING DISTRICT
REINVESTMENT ZONE #1
As of September 30, 2022

1. Year End Summary of Meetings/City Council Actions
2. Public Infrastructure/Building Projects
3. Private Development Projects
4. Capital Improvement Plan Budget
5. Budget vs. Expenditures
6. TIF Fund
7. Annual Report

CITY OF KAUFMAN, TEXAS
TAX INCREMENT FINANCING DISTRICT
REINVESTMENT ZONE #1
As of September 30, 2022

YEAR END SUMMARY OF MEETINGS/BOARD & COUNCIL ACTIONS

Fiscal Year 2016

During the period from October 1, 2015 through September 30, 2016, the Kaufman City Council took the following action:

On December 13, 2016, Council conducted a Public Hearing Expanding the TIRZ #1 Boundary, Decreasing the Percentage of Tax Increment Contribution, and Amending the TIRZ #1 Project and Financing Plan; Adopting Ordinance O-27-16 Amending Ordinance O-27-15; Adopting Ordinance O-28-16 Amending Ordinance O-03-16; and Approving the Amended City/County TIRZ #1 ILA, and subsequently approved First Reading Of Ordinance O-27-16 Of The City Council Of The City Of Kaufman, Texas, Amending Ordinance No. O-27-15, Concerning Tax Increment Reinvestment Zone Number One, City Of Kaufman, Texas, First Reading Of Ordinance O-28-16 Approving An Amended Project And Financing Plan For Tax Increment Reinvestment Zone Number One, City Of Kaufman, Texas, and Amended Interlocal Agreement with City of Kaufman and Kaufman County For Tax Increment Reinvestment Zone (TIRZ #1 Amendments).

On December 20, 2016, Council adopted Ordinance O-27-16 of the City Council of the City of Kaufman, Texas, Amending Ordinance No. O-27-15 and Ordinance O-28-16 Approving An Amended Project And Financing Plan For Tax Increment Reinvestment Zone Number One, City Of Kaufman, Texas.

Fiscal Year 2017

During the period from October 1, 2016 through September 30, 2017, the City of Kaufman Reinvestment Zone TIRZ Board of Directors met on November 14, 2016 and April 6, 2017.

On November 14, 2016, the Board approved the TIRZ #1 Amendment, Resolution R-01-16 to amend Ordinance No. O-27-15 and Project Financing Plan Ordinance O-03-16. The Resolution amended the boundary designation, enlarging the zone from the original 661 acres to 1,030 acres and carved out the Interest and Sinking (I&S) component of the City's Tax Rate Participation. The City of Kaufman's amended participation will be 75% of maintenance and operation (M&O) pledges only and Kaufman County participation will be 50% of maintenance and operation (M&O).

On April 6, 2017, the Board approved a TIF Reimbursement and Development Agreement made by and between Reinvestment Zone Number One, City of Kaufman, Texas (TIF), as amended, through the TIF Board of Directors, the City, and JWS Land, Ltd. The Development Agreement was for public improvements for the extension of Kings Fort Parkway, in the amount of \$ 7,100,000, and includes all Public Improvement Cost: waterlines, sanitary sewer, storm sewer, drainage work, and related infrastructure required for the extension of Kings Fort Parkway.

On September 30, 2017, the Board members were: Jeff Jordan, Barry Ratcliffe, Matt Phillips, and Charles Gillenwater – all City of Kaufman appointees and Mike Hunt – Kaufman County appointee.

On April 24, 2017, Council accepted the TIRZ #1 Board of Directors recommendation and approved the TIF Reimbursement and Development Agreement made by and between Reinvestment Zone Number One, City of Kaufman, Texas (TIF), as amended, through the TIF Board of Directors, the City, and JWS Land, Ltd.

Fiscal Year 2018

During the period from October 1, 2017 through September 30, 2018, the City of Kaufman Reinvestment Zone TIRZ Board of Directors met on November 28, 2017 and December 6, 2017.

On November 28, 2017, the Board authorized the City Manager to enter into a TIF Agreement for the purchase of 4.51 acres in the D. Falcon Survey, Abstract No. 151, Kaufman, Texas subject to amendments discussed in Executive Session.

On December 6, 2017, the Board approved a TIRZ Development Agreement with JWS Land, LTD, and to include in the Agreement 50% reimbursement of construction and interest costs for Phase 1 and to be completed in 18 months from the effective date of agreement and 50% reimbursement for remaining lots to be completed within the subsequent six years.

On September 30, 2018, the Board members were: Jeff Jordan, Barry Ratcliffe, Matt Phillips, and Charles Gillenwater – all City of Kaufman appointees and Mike Hunt – Kaufman County appointee.

During the period from October 1, 2017 through September 30, 2018, the Kaufman City Council took the following action:

On December 18, 2017, Council accepted the TIRZ #1 Board of Directors recommendation and approved a Tax Increment Financing (TIF) Agreement for the purchase of 4.51 Acres. The purpose of the proposed purchase of land will be to make future public improvements to more efficiently provide various municipal services to the immediate commercial and residential areas.

On December 18, 2017, Council accepted the TIRZ #1 Board of Directors recommendation and approved the Tax Increment Financing (TIF) Residential Reimbursement Agreement made by and between Reinvestment Zone Number One, City of Kaufman, Texas (TIF), a tax increment reinvestment zone created by the City of Kaufman, Texas, pursuant to Chapter 311 of the Texas Tax Code, as amended, acting by and through its governing body, the TIF Board of Directors, the City, and JWS Land, Ltd., a Texas Limited Partnership.

On September 30, 2018, the Council members were: Jeff Jordan- Mayor; Patty Patterson – Mayor Pro-Tem; Barry Ratcliffe – Council Member; Matt Phillips – Council Member; Carol Aga – Council Member; Jeff Council – Council Member; and Charles Gillenwater – Council Member.

Fiscal Year 2019

During the period from October 1, 2018 through September 30, 2019, the City of Kaufman Reinvestment Zone TIRZ Board of Directors met on March 18, 2019 and May 7, 2019.

On March 18, 2019, the Board tabled a proposed TIRZ Agreement with Lion's Den Storage to bring 12" waterline under HWY 175 to provide adequate supply to property owners/developers along the north side frontage road of the highway.

On May 7, 2019, the Board approved the TIF Development Agreement between the City of Kaufman, the City of Kaufman Reinvestment Zone #1, and Lion's Den Self Storage LLC-Highway 175 Series, to design and install a 12" water line alongside the crossing under HWY 175 to serve the property in the expanded TIF Zone.

On September 30, 2019, the Board members were: Jeff Jordan, Barry Ratcliffe, Matt Phillips, and Charles Gillenwater – all City of Kaufman appointees and Mike Hunt – Kaufman County appointee.

During the period from October 1, 2018 through September 30, 2019, the Kaufman City Council took the following action:

On March 18, 2019, Council approved the Site Plan proposed by Justin Fivecoat of Lion's Den Self Storage, LLC for a self-storage facility located at 2691 East Highway 175.

On May 7, 2019, Council approved the TIF Development Agreement between the City of Kaufman, the City of Kaufman Reinvestment Zone Number One, and the Lion's Den Self Storage LLC-Highway 175 Series.

On September 30, 2019, the Council members were: Jeff Jordan- Mayor; Patty Patterson – Mayor Pro-Tem; Barry Ratcliffe – Council Member; Matt Phillips – Council Member; Carol Aga – Council Member; Jeff Council – Council Member; and Charles Gillenwater – Council Member.

Fiscal Year 2020

During the period from October 1, 2019 through September 30, 2020, the City of Kaufman Reinvestment Zone TIRZ Board of Directors met on February 24, 2020.

On February 24, 2020, the Board reviewed the FY19 Tax Increment Reinvestment Zone #1 Annual Report.

On September 30, 2020, the Board members were: Jeff Jordan, Barry Ratcliffe, Matt Phillips, and Charles Gillenwater – all City of Kaufman appointees and Mike Hunt – Kaufman County appointee.

During the period from October 1, 2019 through September 30, 2020, the Kaufman City Council took the following action:

On February 24, 2020, Council approved the FY19 Tax Increment Reinvestment Zone #1 Annual Report.

On September 30, 2020, the Council members were: Jeff Jordan- Mayor; Patty Patterson – Mayor Pro-Tem; Barry Ratcliffe – Council Member; Matt Phillips – Council Member; Carol Aga – Council Member; Jeff Council – Council Member; and Charles Gillenwater – Council Member.

Fiscal Year 2021

During the period from October 1, 2020 through September 30, 2021, the City of Kaufman Reinvestment ZONE #1 TIRZ Board of Directors met on February 22, 2021.

On February 22, 2021, the Board reviewed the FY20 Tax Increment Reinvestment Zone #1 Annual Report.

On September 30, 2021, the Board members were: Jeff Jordan, Barry Ratcliffe, Matt Phillips, Carol Aga, Jeff Council, Lisa Parker, and Patty Patterson.

During the period from October 1, 2020 through September 30, 2021, the Kaufman City Council took the following action:

On February 22, 2021, Council approved the FY20 Tax Increment Reinvestment Zone #1 Annual Report.

On September 30, 2021, the Council members were: Jeff Jordan- Mayor; Patty Patterson – Council Member; Barry Ratcliffe – Council Member; Matt Phillips – Council Member; Carol Aga – Council Member; Jeff Council – Council Member; and Lisa Parker – Council Member.

Fiscal Year 2022

During the period from October 1, 2021, through September 30, 2022, the City of Kaufman Reinvestment ZONE #1 TIRZ Board of Directors met on February 22, 2022.

On February 28, 2022, the Board reviewed the FY21 Tax Increment Reinvestment Zone #1 Annual Report.

On September 30, 2022, the Board members were: Jeff Jordan, Barry Ratcliffe, Matt Phillips, Charles Gillenwater, and Mike Hunt.

During the period from October 1, 2021, through September 30, 2022, the Kaufman City Council took the following action:

On February 28, 2022, Council approved the FY21 Tax Increment Reinvestment Zone #1 Annual Report.

On September 30, 2022, the Council members were: Jeff Jordan- Mayor; Patty Patterson – Council Member; Charles Gillenwater – Council Member; Matt Phillips – Council Member; Carol Aga – Council Member; Quattro Borders – Council Member; and Lisa Parker – Council Member.

CITY OF KAUFMAN, TEXAS
TAX INCREMENT FINANCING DISTRICT
REINVESTMENT ZONE #1
As of September 30, 2022

PUBLIC INFRASTRUCTURE/BUILDING PROJECTS

2017-2018

The Kings Fort Parkway extension to the newly constructed Highway 34 Bypass, was completed and accepted by the City on March 19, 2018, total cost of the project was \$7,071,923.53.

The purchase of 4.51 acres of land for a total sum of \$638,004.25 was completed in August 2018.

2018-2019

Construction of public improvements for the Georgetown at Kings Fort development, a proposed 305 single family lot community, have commenced with a total estimated public improvement cost budget of \$7,102,656*. The total budget includes approximately \$6,841,799 in direct costs and \$260,857 in major improvement costs, of which 75.59% is to be financed with TIRZ increments. For a detailed breakdown of the budgeted public costs and expenditures referenced above, please see Appendix A of this report.

Construction of the Lion's Den water line extension was completed in May 2019 for a total cost of \$318,848.00.

2019-2020

Construction of the public improvements for Phases 1A-1B of the Georgetown at Kings Fort development, a proposed 305 single family lot community, has been progressing.

2020-2021

The public improvements for Phases 1A-1B of the Georgetown at Kings Fort development have been completed.

2021-2022

Construction of the public improvements for Phases 2A-2B of the Georgetown at Kings Fort development has been progressing.

PRIVATE DEVELOPMENT PROJECTS

2017-2018

There were no private development projects for FY 2017-2018.

2018-2019

Construction of private improvements for the Georgetown at Kings Fort development, a proposed 305 single family lot community, have commenced with a total estimated private improvement cost budget of \$3,351,290. For a detailed breakdown of the budgeted private costs and expenditures referenced above, please see Appendix A of this report.

*Note – The related TIRZ obligation (75.59%) relates only to the public improvement costs discussed above – direct costs (\$6,841,799) and the major improvement costs (\$260,857) totaling approximately \$7,102,656.

2019-2020

There were no private development projects for FY 2019-2020.

2020-2021

There were no private development projects for FY 2020-2021.

2021-2022

There were no private development projects for FY 2021-2022.

CITY OF KAUFMAN, TEXAS
TAX INCREMENT FINANCING DISTRICT
REINVESTMENT ZONE #1

As of September 30, 2022

CAPITAL IMPROVEMENT PLAN

BUDGET

<u>Improvements</u>	<u>Costs</u>
Water Facilities and Improvements	\$8,274,005
Sanitary Sewer Facilities and Improvements	\$4,964,403
Storm Water Facilities and Improvements	\$3,309,602
Street and Intersection Improvements	\$33,096,021
Open space, Park and Recreation Facilities and Improvements	\$20,685,013
Utilities and Street Lighting	\$4,137,003
Economic Development Grants	\$7,446,605
Administrative Costs	\$827,402
Total Improvement Costs	<u>\$82,740,054</u>

CITY OF KAUFMAN, TEXAS
TAX INCREMENT FINANCING DISTRICT
REINVESTMENT ZONE #1

As of September 30, 2022

BUDGET VS. EXPENDITURES

<u>Project</u>	<u>Current Budget</u>	<u>Committed \$ to Date</u>	<u>Expended \$ to Date¹</u>	<u>Balance to Fund</u>
Water Facilities and Improvements	\$8,274,005	\$1,479,017	\$1,479,017	\$6,794,988
<i>Georgetown at Kings Fort Development</i>	<i>\$899,724</i>	<i>\$1,160,169</i>	<i>\$1,160,169</i>	<i>(\$260,445)</i>
<i>Lion's Den Water Line Extension</i>	<i>\$318,848</i>	<i>\$318,848</i>	<i>\$318,848</i>	<i>\$0</i>
<i>Future Water Facilities and Improvements</i>	<i>\$7,055,433</i>	<i>\$0</i>	<i>\$0</i>	<i>\$7,055,433</i>
Sanitary Sewer Facilities and Improvements	\$4,964,403	\$316,494	\$316,494	\$4,647,909
<i>Georgetown at Kings Fort Development</i>	<i>\$576,631</i>	<i>\$316,494</i>	<i>\$316,494</i>	<i>\$260,137</i>
<i>Future Sanitary Sewer Facilities and Improvements</i>	<i>\$4,387,772</i>	<i>\$0</i>	<i>\$0</i>	<i>\$4,387,772</i>
Storm Water Facilities and Improvements	\$3,309,602	\$1,134,352	\$1,134,352	\$2,175,250
<i>Georgetown at Kings Fort Development</i>	<i>\$1,143,825</i>	<i>\$1,134,352</i>	<i>\$1,134,352</i>	<i>\$9,472</i>
<i>Future Storm Water Facilities and Improvements</i>	<i>\$2,165,777</i>	<i>\$0</i>	<i>\$0</i>	<i>\$2,165,777</i>
Street and Intersection Improvements	\$33,096,021	\$8,424,880	\$8,424,880	\$24,671,141
<i>Kings Fort Parkway Extension</i>	<i>\$7,100,000</i>	<i>\$7,071,924</i>	<i>\$7,071,924</i>	<i>\$28,076</i>
<i>Georgetown at Kings Fort Development</i>	<i>\$2,705,664</i>	<i>\$1,352,956</i>	<i>\$1,352,956</i>	<i>\$1,352,708</i>
<i>Future Street and Intersection Improvements</i>	<i>\$23,290,357</i>	<i>\$0</i>	<i>\$0</i>	<i>\$23,290,357</i>
Open space, Park and Recreation Facilities and Improvements	\$20,685,013	\$653,894	\$653,894	\$20,031,119
<i>Georgetown at Kings Fort Development</i>	<i>\$42,766</i>	<i>\$15,890</i>	<i>\$15,890</i>	<i>\$26,876</i>
<i>Georgetown at Kings Fort Park Improvements</i>	<i>\$1,470,750</i>	<i>\$0</i>	<i>\$0</i>	<i>\$1,470,750</i>
<i>Land purchase (4.51 acres)</i>	<i>\$638,004</i>	<i>\$638,004</i>	<i>\$638,004</i>	<i>\$0</i>
<i>Future Open Space, Park and Recreation Facilities and Improvements</i>	<i>\$18,533,493</i>	<i>\$0</i>	<i>\$0</i>	<i>\$18,533,493</i>
Utilities and Street Lighting	\$4,137,003	\$0	\$0	\$4,137,003
Economic Development Grants	\$7,446,605	\$0	\$0	\$7,446,605
Administrative Costs	\$827,402	\$0	\$0	\$827,402
Total	\$82,740,054	\$12,008,637	\$12,008,637	\$70,731,417

1 – The Expended \$ to date amounts shown represent TIRZ obligation to be paid from increments as such increments become available. The Expended \$ to date for the Georgetown at Kings Fort Development represent TIRZ-funded portion (75.59%) of the public infrastructure amounts spent through September 30, 2022 as provided by the Developer and attached as Appendix A to this report.

CITY OF KAUFMAN, TEXAS
TAX INCREMENT FINANCING DISTRICT
REINVESTMENT ZONE #1

As of September 30, 2022

TIF FUND

	CAPITAL PROJECTS \$	DEBT SERVICE \$	TOTAL \$
Beginning Balance:			
October 1, 2021	0	0	26,637.47
Revenues:			
FY22 County Tax Increment	0	0	81,238.99
FY22 City Tax Increment	0	0	193,252.17
TOTAL REVENUES	0	0	274,491.16
Expenditures:			
TOTAL EXPENDITURES	0	0	266,345.91
Ending Balance:			
September 30, 2022	0	0	34,782.72
	0	0	34,782.72

CITY OF KAUFMAN, TEXAS
TAX INCREMENT FINANCING DISTRICT
REINVESTMENT ZONE #1
As of September 30, 2022

ANNUAL REPORT

Chapter 311.016 of V. C. T. A. requires the following information as part of the annual report on the status of the TIF District.

1. Amount and source of revenue in the tax increment fund established for the zone:

\$ 81,238.99	Tax Increment from Kaufman County
\$ 193,252.17	Tax Increment from City of Kaufman
\$ 274,491.16	Total Revenue

2. Amount and purpose of the expenditures from the fund:

\$ 12,124.53	Art. 3, Sect. 3.1(c) of Lion's Den Agreement
\$ 220,284.38	Art. 4, Sect. 4.2 (d) TIF Agreement (JWS, Land Ltd. – Kings Fort Extension)
\$ 32,082.25	Art. 4, Sect. 4.2(e) Res. TIF Agreement (PID)
\$ 264,490.91	Total TIRZ Expenditures (Reimbursed) for FY 2022

**Note: \$1,855.00 Administrative Expense*

\$ 266,345.91	Total Expenditures
	<i>Purpose: TIF agreements (TIRZ administration, JWS, Land Ltd., Lion's Den, and PID)</i>

3. Amount of Principal and Interest due on outstanding indebtedness is as follows:
 - I. Contributions/Advances from developers –none
 - II. Bonds issued and payment schedule to retire bonds – none

4. Tax Increment base and current captured appraised value retained by the zone for Tax Year 2021:

Taxing Jurisdiction	Base Year	Net Taxable Value 2021	Base Value¹	Captured Appraised Value 2021
City of Kaufman				
TIRZ #1	2015	62,640,040	24,083,241	38,556,799
TIRZ #1A	2016	21,774,028	8,512,459	13,261,569
Kaufman County				
TIRZ #1	2015	62,640,041	24,083,241	38,556,800
TIRZ #1A	2016	21,759,028	8,512,459	13,246,569

1- Base values will be adjusted in future reports to reflect annexed properties in TIRZ #1 as provided by Kaufman CAD.

CITY OF KAUFMAN, TEXAS
TAX INCREMENT FINANCING DISTRICT
REINVESTMENT ZONE #1
As of September 30, 2022

ANNUAL REPORT
Continued

5. Captured appraised value by the municipality and other taxing units, the total amount of the tax increment received, and any additional information necessary to demonstrate compliance with the tax increment financing plan adopted by the governing body of the municipality.

- I. Total amount of tax increment received by the municipality and other participating taxing jurisdictions received in FY 2022.

Taxing Jurisdiction		Base Year	Amount of 2021 Increment	Amount Due Based on Collections	Amount Received Value 2021
<i>City of Kaufman</i> (.369879)	TIRZ #1	2015	\$145,022.11	\$145,022.11	\$145,022.11
	TIRZ #1A	2016	\$48,230.06	\$48,230.06	\$48,230.06
Total received from municipality based on 2021 valuations				<u>\$193,252.17</u>	<u>\$193,252.17</u>
<i>Kaufman County</i> (.155534)	TIRZ #1	2015	\$60,981.63	\$60,981.63	\$60,981.63
	TIRZ #1A	2016	\$20,257.36	\$20,257.36	\$20,257.36
Total received from county based on 2021 valuations				<u>\$81,238.99</u>	<u>\$81,238.99</u>
Total received from municipality and other taxing jurisdictions based on 2021 valuations in FY 2022:					\$274,491.16

Total Amount paid for TIF Agreements. In FY 2022: \$264,490.91

\$10,000.00 Retained in TIRZ Fund Balance for Administrative Expense Allowance

- II. Amount of tax increment received in FY 2022 from the municipality and the other taxing jurisdictions based on 2021 valuations was \$274,491.16
- a. The total amount received by JWS Land, Ltd. For Art. 4, Sect. 4.2 (d) TIF Agreement from the municipality and other taxing jurisdictions in FY 2022 for reimbursement of public improvements was: \$ 220,284.38
 - b. The total amount received by Lion's Den for Art. 3, Sect 3.1 (c) – Lion's Den Agreement from the municipality and other taxing jurisdictions in FY 2022 was: \$ 12,124.53.
 - c. The total amount transferred to the PID fund for Art. 4, Section 4.2 (e) Res. TIF Agreement from the municipality and other taxing jurisdictions in FY 2022 was: \$ 32,082.00.
 - d. The total amount retained in the TIRZ Fund for Administrative Expense Reimbursement Allowance from the municipality and other taxing jurisdictions in FY 2022 was: \$10,000.00 (\$1,855.00 of allowance paid)
- III. Other Information: None



Meeting
Date: 2/27/2023

Date: 02/14/2023

Item #: 19.

Dept.: Finance

Action Item

SUBJECT:

Consider and take appropriate action on the FY-22 Tax Increment Reinvestment Zone #2 Annual Report.

BACKGROUND:

Tax Increment Reinvestment Zones are required to submit to the Texas State Comptroller an annual report of earnings and qualified expenses. The TIRZ Board is required to review and make a recommendation to the City Council. The City Council is required to review and take action on the annual report.

Author:

Mary Wennerstrom, Finance Director

Reviewed:

Mike Slye, City Manager

Cost:

Funds Available:

Source:

Recommendation: Staff recommends approval of the FY 2022 TIRZ #2 annual report.

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

CITY OF KAUFMAN KAUFMAN, TEXAS



TAX INCREMENT FINANCING DISTRICT
REINVESTMENT ZONE, No. 2

ANNUAL REPORT

FISCAL YEAR 2022

(October 1, 2021 – September 30, 2022)

CITY OF KAUFMAN, TEXAS
TAX INCREMENT FINANCING DISTRICT
REINVESTMENT ZONE #2
As of September 30, 2022

1. Year End Summary of Meetings/City Council Actions
2. Public Infrastructure/Building Projects
3. Private Development Projects
4. Capital Improvement Plan Budget
5. Budget vs. Expenditures
6. TIF Fund
7. Annual Report

CITY OF KAUFMAN, TEXAS
TAX INCREMENT FINANCING DISTRICT
REINVESTMENT ZONE #2
As of September 30, 2022

YEAR END SUMMARY OF MEETINGS/CITY COUNCIL ACTIONS

Fiscal Year 2021

During the period from October 1, 2020 through September 30, 2021, the City of Kaufman Reinvestment Zone #2 TIRZ Board of Directors met on February 22, 2021.

On February 22, 2021, the Board reviewed the FY20 Tax Increment Reinvestment Zone #2 Annual Report.

On September 30, 2021, the Board members were: Jeff Jordan, Matt Phillips, Barry Ratcliffe, Carol Aga, Patty Patterson, Jeff Council, and Lisa Parker.

During the period from October 1, 2020 through September 30, 2021, the Kaufman City Council took the following action:

On February 22, 2021, Council approved the FY20 Tax Increment Reinvestment Zone #2 Annual Report.

On September 30, 2021, the Council members were: Jeff Jordan- Mayor; Patty Patterson – Council Member; Barry Ratcliffe – Council Member; Matt Phillips – Council Member; Carol Aga – Council Member; Jeff Council – Council Member; and Lisa Parker – Council Member.

Fiscal Year 2022

During the period from October 1, 2021, through September 30, 2022, the City of Kaufman Reinvestment Zone #2 TIRZ Board of Directors met on February 28, 2022.

On February 28, 2022, the Board reviewed the FY21 Tax Increment Reinvestment Zone #2 Annual Report.

On September 30, 2022, the Board members were: Jeff Jordan, Matt Phillips, Carol Aga, Charles Gillenwater, Quattro Borders, Lisa Parker, Patty Patterson, Mike Hunt, Ken Cates, and Ray Raymond.

During the period from October 1, 2021, through September 30, 2022, the Kaufman City Council took the following action:

On February 28, 2022, Council approved the FY21 Tax Increment Reinvestment Zone #2 Annual Report.

On September 30, 2021, the Council members were: Jeff Jordan- Mayor; Patty Patterson – Council Member; Charles Gillenwater – Council Member; Matt Phillips – Council Member; Carol Aga – Council Member; Quattro Borders – Council Member; and Lisa Parker – Council Member.

CITY OF KAUFMAN, TEXAS
TAX INCREMENT FINANCING DISTRICT
REINVESTMENT ZONE #2
As of September 30, 2022

PUBLIC INFRASTRUCTURE/BUILDING PROJECTS

2020-2021

The South Pointe at Kaufman Sports Village addition is anticipated to contain 111.299 acres of land with a capital budget of \$23,432,678. There were no public infrastructure projects to be reported for FY 2020-2021.

2021-2022

There were no public infrastructure projects to be reported for FY 2021-2022.

PRIVATE DEVELOPMENT PROJECTS

2020-2021

There were no private development projects for FY 2020-2021.

2021-2022

There were no private development projects for FY 2021-2022.

CITY OF KAUFMAN, TEXAS
TAX INCREMENT FINANCING DISTRICT
REINVESTMENT ZONE #2

As of September 30, 2022

CAPITAL IMPROVEMENT PLAN

BUDGET

<u>Improvements</u>	<u>Costs</u>
Water Facilities and Improvements	\$2,343,268
Sanitary Sewer Facilities and Improvements	\$1,405,961
Storm Water Facilities and Improvements	\$937,307
Street and Intersection Improvements	\$9,373,071
Open space, Park and Recreation Facilities and Improvements	\$5,858,169
Utilities and Street Lighting	\$1,171,634
Economic Development Grants	\$2,108,941
Administrative Costs	\$234,327
Total Improvement Costs	<u>\$23,432,678</u>

CITY OF KAUFMAN, TEXAS
TAX INCREMENT FINANCING DISTRICT
REINVESTMENT ZONE #2

As of September 30, 2022

BUDGET VS. EXPENDITURES

<u>Project</u>	<u>Current Budget</u>	<u>Committed \$ to Date</u>	<u>Expended \$ to Date¹</u>	<u>Balance to Fund</u>
Water Facilities and Improvements	\$2,343,268	\$0	\$0	\$0
Sanitary Sewer Facilities and Improvements	\$1,405,961	\$0	\$0	\$0
Storm Water Facilities and Improvements	\$937,307	\$0	\$0	\$0
Street and Intersection Improvements	\$9,373,071	\$0	\$0	\$0
Open space, Park and Recreation Facilities and Improvements	\$5,858,169	\$0	\$0	\$0
Utilities and Street Lighting	\$1,171,634	\$0	\$0	\$0
Economic Development Grants	\$2,108,941	\$0	\$0	\$0
Administrative Costs	\$234,327	\$0	\$0	\$0
Total	\$23,432,678	\$0	\$0	\$0

1 – The Expended \$ to date amounts shown represent TIRZ obligation to be paid from increments as such increments become available.

CITY OF KAUFMAN, TEXAS
TAX INCREMENT FINANCING DISTRICT
REINVESTMENT ZONE #2

As of September 30, 2022

TIF FUND

	CAPITAL PROJECTS \$	DEBT SERVICE \$	TOTAL \$
Beginning Balance:			
October 1, 2021	0	0	(34,995.11)
Revenues:			
FY22 County Tax Increment	0	0	0
FY22 City Tax Increment	0	0	0
FY22 Trinity Valley Tax Increment	0	0	0
TOTAL REVENUES	0	0	0
Expenditures:			
TOTAL EXPENDITURES	0	0	(31,750.00 ¹)
Ending Balance:			
September 30, 2022	0	0	(66,705.11)

1- Expenditures shown above represent TIRZ creation payments paid by the City of Kaufman and will be reimbursed as tax increments are received.

CITY OF KAUFMAN, TEXAS
TAX INCREMENT FINANCING DISTRICT
REINVESTMENT ZONE #2
As of September 30, 2022

ANNUAL REPORT

Chapter 311.016 of V. C. T. A. requires the following information as part of the annual report on the status of the TIF District.

1. Amount and source of revenue in the tax increment fund established for the zone:

\$ 0	Tax Increment from Kaufman County
<u>\$ 0</u>	Tax Increment from City of Kaufman
\$ 0	Total Revenue

2. Amount and purpose of the expenditures from the fund:

\$ 29,550.00	Establishment for TIRZ during FY 2020
\$ 5,405.11	Invoices for TIRZ during FY 2021
\$ 31,750.00 ¹	Invoices for TIRZ during FY 2022
\$ 66,705.11 ¹	Total Expenditures as of September 30, 2022

3. Amount of Principal and Interest due on outstanding indebtedness is as follows:

- | | |
|-----|--|
| I. | Contributions/Advances from developers –none |
| II. | Bonds issued and payment schedule to retire bonds – none |

4. Tax Increment base and current captured appraised value retained by the zone for Tax Year 2021:

Taxing Jurisdiction		Base Year	Net Taxable Value 2021	Base Value	Captured Appraised Value 2021
City of Kaufman	TIRZ #2	2021	0	0	0
Kaufman County	TIRZ #2	2021	0	0	0
Trinity Valley CC	TIRZ #2	2021	0	0	0

- 1- Expenditures shown above represent TIRZ creation payments paid by the City of Kaufman and will be reimbursed as tax increments are received.

CITY OF KAUFMAN, TEXAS
TAX INCREMENT FINANCING DISTRICT
REINVESTMENT ZONE #2
As of September 30, 2022

ANNUAL REPORT
Continued

5. Captured appraised value by the municipality and other taxing units, the total amount of the tax increment received, and any additional information necessary to demonstrate compliance with the tax increment financing plan adopted by the governing body of the municipality.

- I. Total amount of tax increment received by the municipality and other participating taxing jurisdictions received in FY 2021.

<u>Taxing Jurisdiction</u>		<u>Base Year</u>	<u>Amount of 2021 Increment</u>	<u>Amount Due Based on Collections</u>	<u>Amount Received</u>
<i>City of Kaufman</i>	TIRZ #2	2021	\$0.00	\$0.00	\$0.00
<i>Kaufman County</i>	TIRZ #2	2021	\$0.00	\$0.00	\$0.00
<i>Trinity Valley CC</i>	TIRZ #2	2021	\$0.00	\$0.00	\$0.00
Total received from municipality and other taxing jurisdictions based on 2021 valuations in FY 2022:					\$0.00

Total Amount paid for TIF in FY 2022: \$31,750.00¹

- II. Amount of tax increment received in FY 2022 from the municipality and the other taxing jurisdictions based on 2021 valuations was \$0.
- III. Other Information: None

1- Expenditures shown above represent TIRZ creation payments paid by the City of Kaufman and will be reimbursed as tax increments are received.



Meeting
Date: 2/27/2023

Date: 02/21/2023

Item #: 20.

Dept.: Administration

Ordinance

SUBJECT:

Consider and take appropriate action on Ordinance O-04-23, an ordinance of the City Council of the City of Kaufman, Texas, canceling the May 6, 2023, General Election for Mayor and City Council Members.

BACKGROUND:

The city called a general election to be held on May 6, 2023, to elect a mayor and three council members. Staff received one application for mayor and four applications for Council members. One of the applicants for Council member submitted a certificate of withdrawal. With the withdrawal of a candidate, all races are now uncontested and the city is able to cancel the general election and declare the candidates elected to office.

Author:
Jessie Hanks, City Secretary

Reviewed:
Mike Slye, City Manager

Cost:

Funds Available:

Source:

Recommendation: Staff recommends approval of Ordinance O-04-23 as presented.

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

ORDINANCE O-04-23

AN ORDINANCE DECLARING UNOPPOSED CANDIDATES IN THE MAY 6, 2023 GENERAL CITY ELECTION, ELECTED TO OFFICE; CANCELING THE ELECTION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the General City Election was called for May 6th, 2023, for the purpose of electing a mayor and three council members to the city council; and,

WHEREAS, the City Secretary has certified in writing that no person has made a declaration of write-in candidacy, and that each candidate on the ballot is unopposed for election to office; and,

WHEREAS, under these circumstances, Subchapter C, Chapter 2, Election Code, authorizes the City Council to declare the candidates elected to office and cancel the election.

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

Section 1. The following candidates, who are unopposed in the May 6th, 2023, General City Election, are declared elected to office, and shall be issued certificates of election following the time the election would have been canvassed:

For Mayor

Jeff Jordan

For Councilmembers

Matt Phillips
Jason Nelson
Ashlea Longenecker

Section 2. The May 6th, 2023, General City Election is canceled, and the City Secretary is directed to cause a copy of this ordinance to be posted on election day at each polling place used or that would have been used in the election.

Section 3. It is declared to be the intent of the City Council 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 is declared invalid by the judgment or decree of a court of competent jurisdiction, the invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this ordinance since the city council would have enacted them without the invalid portion.

Section 4. This ordinance shall take effect upon its final passage, and it is so ordained.

PASSED AND APPROVED ON THIS 27th DAY OF FEBRUARY, 2023.

CITY OF KAUFMAN, TEXAS

**JEFF JORDAN
MAYOR**

ATTEST:

**JESSIE HANKS
CITY SECRETARY**

APPROVED AS TO FORM:

**PATRICIA A. ADAMS
CITY ATTORNEY**

ORDENANZA O-04-23

UNA ORDENANZA DECLARANDO UNANIMIDAD CANDIDATOS EN LA 06 DE MAYO 2023 ELECCIÓN GENERAL DE CIUDAD, ELEGIDO PARA UN CARGO, CANCELAR LAS ELECCIONES, EL SUMINISTRO DE UNA CLÁUSULA DE DIVISIBILIDAD Y CREANDO UN FECHA DE VIGENCIA.

CONSIDERANDO QUE, las elecciones generales de la ciudad se llamó a 6 de mayo de 2023, con el fin de elegir a los miembros del consejo de la ciudad, y,

CONSIDERANDO QUE, la secretaria de la ciudad ha certificado por escrito que ninguna persona haya hecho una declaración de cancelación de la candidatura, y que cada candidato en la votación es por unanimidad para la elección de la oficina y,

CONSIDERANDO QUE, en estas circunstancias, subcapítulo C, capítulo 2, del Código Electoral autoriza al ayuntamiento a declarar a los candidatos elegidos para ocupar cargos y cancelar la elección.

AHORA, POR LO TANTO, ORDENADO POR EL CONSEJO MUNICIPAL DE LA CIUDAD DE KAUFMAN:

Sección 1. Candidatos siguientes, que están en la oposición el 6 de mayo 2023 las elecciones generales de la ciudad, se declararán elegidos a la oficina, y se expedirán certificados de elección siguiente a la fecha de la elección hubiera sido sondeó:

For Mayor

Jeff Jordan

For Councilmembers

Matt Phillips

Jason Nelson

Ashlea Longenecker

Sección 2. El 6 de mayo de 2023 las elecciones generales de la ciudad se ha cancelado, y la secretaria de la ciudad está dirigido a provocar una copia de esta ordenanza se publicará el día de elecciones en cada lugar de votación utilizado o que se han utilizado en la elección.

Sección 3. Se declara que la intención del ayuntamiento que las frases, cláusulas, frases, párrafos y secciones de esta ordenanza son divisibles, y si se declara cualquier frase, cláusula, frase, párrafo o sección de este oridnance inválida por la sentencia o decreto de un tribunal de jurisdicción competente, la invalidez no afectará a

ninguna de las frases restantes, cláusulas, frases, párrafos, secciones de esta ordenanza ya que el Ayuntamiento hubiera aprobado sin la parte no válida.

Sección 4. Esta ordenanza entrará en vigor tras su aprobación final, y es tan ordenado.

PASADO Y APROBADO EN ESTE DIA 27, FEBRERO 2023.

CIUDAD DE KAUFMAN, TEXAS

Jeff Jordan, Alcalde

DOY FE:

Jessie Hanks, Secretaria de la Ciudad

APROBADA EN FORMA:

Patricia Adams, abogado de la ciudad



*Kaufman Chamber of Commerce
cordially invites you to attend the
108th Annual Membership Banquet
& Business Expo*

*Presented by
Amanda Verde State Farm
Kaufman EDC
RelyOn Credit Union
Trinity Valley Electric Cooperative*

*Tuesday, February 28, 2023
Kaufman Civic Center
607 E. Fair St. • Kaufman, TX 75142
Business Expo 5:00 pm
Banquet 6:30 pm*

Tickets \$35

*Tables of Six-Eight Now Available
R.S.V.P. By Friday February 17, 2023 to the Chamber Office
(972) 932-3118 or Info@kaufmanchamber.com*

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
Downtown Square Landscape Update	PW/Admin		9/23/2022	Notice to Proceed for January 3, 2023	3,4
Kings Fort Park	PW/Admin		7/27/2022	Recommended for Funding	3,4,5
Hike & Bike Trail	Admin		7/27/2022	Master Concept Plan & First Segment complete	3,4,5

DISCUSSION ITEMS REPORT (DIR)

COMPLETED

Project Title	Project Lead	Agenda Date	Entered Date	Status/Notes	
PID Creation Resolution	Dev Svc/Admin	11/13/2018	10/24/2018	Complete	
TIRZ Creation Ordinance Amendment	Dev Svc/Admin	11/13/2018	10/24/2018	Complete	
TIRZ Project Reprioritization Resolution	Dev Svc/Admin	11/13/2018	10/24/2018	Complete	
Home Improvement Incentive Program	Development Serv	11/13/2018	10/23/2018	Complete	
Budget Book Submission to GFOA	Finance		10/23/2018	Complete	
Interlocal Agreement w/County for PID	Finance		10/30/2018	PID Assessment for Georgetown in 2020	
WWTP Priority Project List	Public Works	11/13/2018	10/23/2018	Mark Hill - Consultant	
2600 Commerce Way Permit Ready	Development Serv	NA	11/6/2018	Complete Permit Issued 11/26/2018	
600 N Nash KC Street Barn Permit Issued	Development Serv	NA	11/6/2018	Complete Finaled 01/04/2019	
Rev Ch 22 & 46 7500SF F Sprinkler Req	Development 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 0-28-19	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
Former Senior Center Demo	Development Serv		11/8/2021	Property sold and closed 12/29/22	4
Sports Complex Football Fields/Lighting/S	PW/Admin		9/23/2022	Complete	3,4

February 3, 2023

To: Kaufman County

From: Ashley Berryhill, Finance Director

Re: January 2023 Demand and Response Ridership Report

TRIP INFORMATION:

	S	O	N	D	J	F	M	A	M	J	J	A	TOTAL
TRIPS	2,590	2,625	2,453	2,434	2,436	0	0	0	0	0	0	0	12,538
SERVICE DAYS	21	21	20	20	18								100
DAILY AVERAGE	123.3	125.0	122.7	121.7	135.3								628

ELDERLY AND DISABLED RIDERSHIP	
497	Disabled Trips
1,235	Elderly (&/or Dis) Trips
1,732	E & D Total Rides
	E & D Percent of Total Trips – 71%



February 3, 2023

To: City of Kaufman

From: Ashley Berryhill, Finance Director

Re: January 2023 -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) ⓘ	
19	0.08	17	1	47.22 %	2.78 %	
Total Requests ⓘ	Completed Requests ⓘ	No Drivers Available Requests ⓘ	Request Cancellations ⓘ	Request Cancellations (No Show) ⓘ	Avg. # of Requests per Rider ⓘ	Avg. Travel Duration ⓘ
32	15	0	17	1	2.11	12.83 min
Avg. Travel Distance ⓘ	Mean Wait Time ⓘ	Median Wait Time ⓘ	Bookings from Admin Panel ⓘ	Bookings from Rider Mobile App ⓘ	Bookings from Rider Web ⓘ	Flag Down Bookings ⓘ
3.51 mi	58.86 min	28.53 min	78.95 %	21.05 %	0 %	0 %
Avg. # Riders per Request ⓘ						
1.27						

Response Summary:

	Responses	Transports	Exceptions	Compliance %	Transport %
Priority 1 <8:59	30	24	6	80%	80%
Priority 2 <11:59	66	33	3	95%	50%
Priority 3 <14:59	30	20	2	93%	67%
Emergency Transfers<0:29:59	73	72	19	74%	99%
Non-Emergency Transfers<0:15	42	40	9	79%	95%
Helicopter	8	8			
Totals	249	197		91.26%	65.56%

Transport Summary:

	Number	Percentage
Baylor Scott and White Dallas	1	1%
Baylor Scott and White Sunnyvale	8	4%
Baylor Scott and White Lakepointe Rowlett	4	2%
Baylor Scott and White Lakepointe Forney	0	0%
Childrens Medical Center	5	3%
Dallas Regional Medical Center	4	2%
Medical City Dallas	0	0%
Parkland	1	1%
Texas Health-Dallas	51	27%
Texas Health- Kaufman	54	29%
Texas Health -Plano	3	2%
Texas Health-Rockwall	3	2%
UT Health- Athens	0	0%
UT Health- Tyler	0	0%
UT Health- Cedar Creek	0	0%
VA Medical Center Dallas	1	1%
Other Hospitals	22	12%
Nursing home, residence, other	32	17%
	189	100%

	Number	% of Total
Patient Refusal/Treat No Transport	32	62%
Pt is DOS	0	0%
Cancellation- No Patient	20	38%
	52	100%

Average Response Time

City Wide--Emergency Calls

0:08:02

	Responses	Exceptions	
Last 100 Calls			
Priority 1	100	14	86%
Priority 2	100	6	94%
Priority 3	100	8	92%



KAUFMAN FIRE DEPARTMENT MONTHLY DASHBOARD REPORT JANUARY 2023



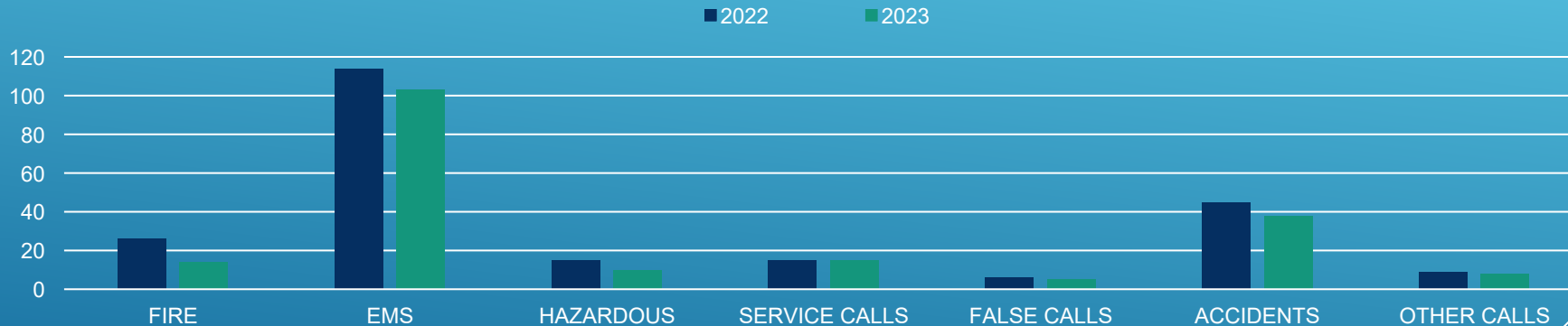


FIRE JANUARY 2023 ACTIVITY

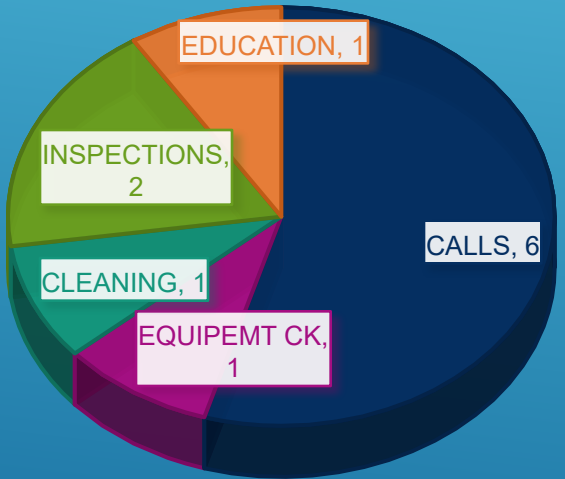
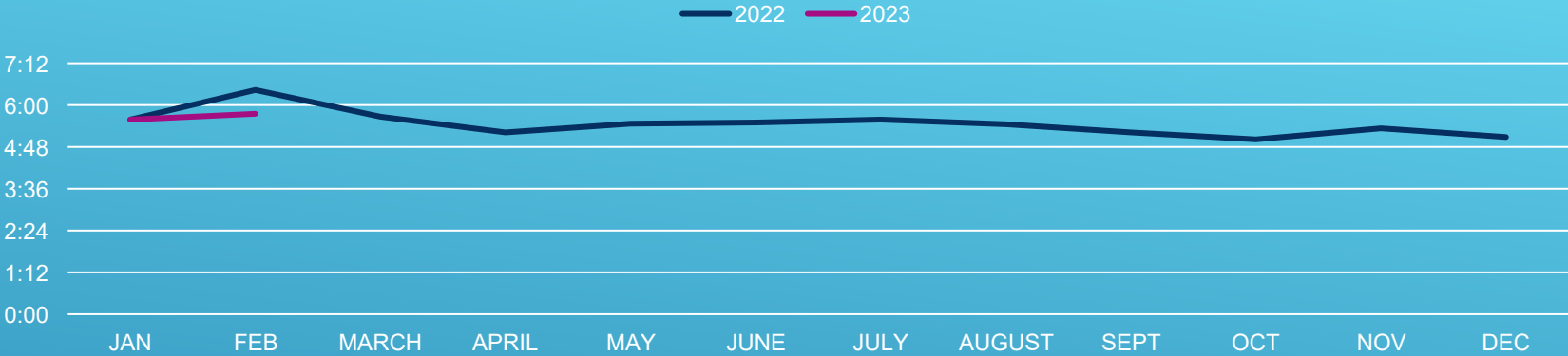
	2022 JAN	2023 JAN	MONTHLY INCREASE	FISCAL YTD OCT.21 TO JAN 22	FISCAL YTD OCT.22 TO JAN 23	FISCAL YTD INCREASE
FIRE CALLS	26	14	-46%	58	56	-3%
RESCUE & EMERGENCY MEDICAL SERVICES	114	103	-10%	418	465	11%
HAZARDOUS CONDITIONS	15	10	-33%	69	61	-13%
SERVICE / GOOD INTENT CALLS	15	15	0%	57	60	5%
FALSE ALARMS	6	5	-1%	39	30	-15%
ACCIDENTS	45	38	-16%	234	132	-77%
OTHER INCIDENTS	9	8	-1%	28	29	3%
TOTAL CALLS	230	193	-16%	903	833	-8%



JANUARY 2023



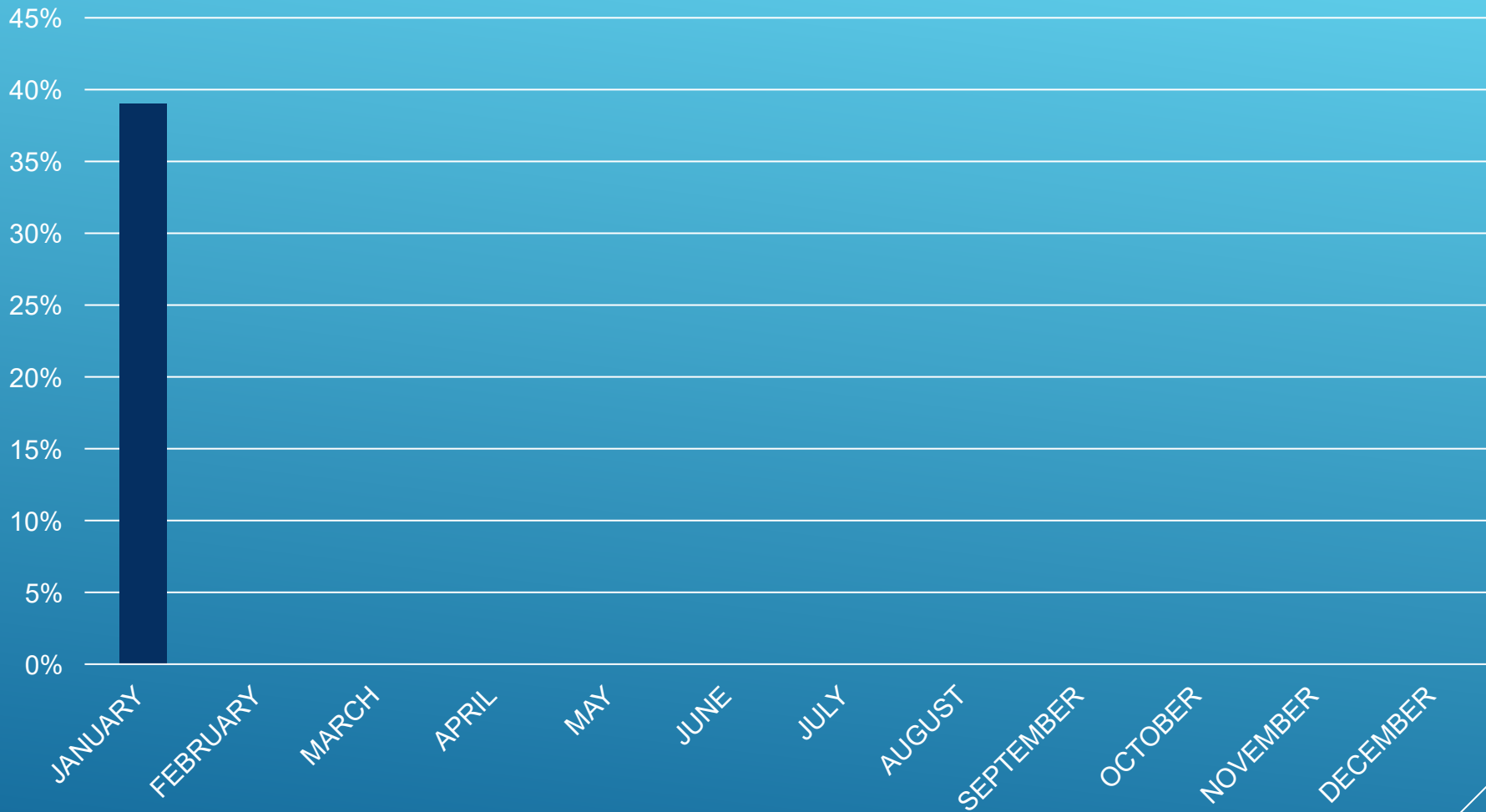
MONTHLY RESPONSE TIMES



SHIFT HOURLY UTILIZATION 39%

NFPA NATIONAL STANDARDS 25% TO 30% MAXIMUM

MONTHLY HOURLY UTILIZATION



DECEMBER PREVENTION REVIEW

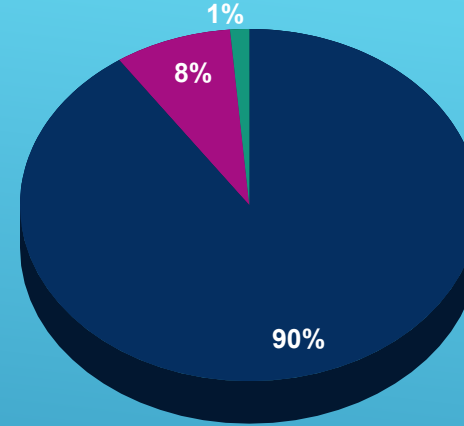
3 DEVELOPMENT PLANS REVIEWED

CONDUCTED 24 FIRE SAFETY
INSPECTIONS

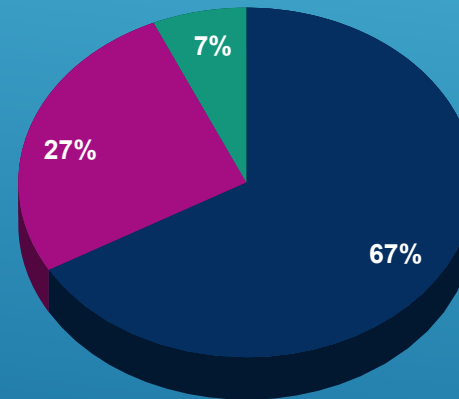
PERFORMED 1 CONSTRUCTION
SITE FIRE SPRINKLER HYDRO
TESTS

PASSED OUT FIRE PREVENTION
MATERIALS TO APPROX. 2200
CITIZENS

YEARLY 2023



JANUARY 2023



■ PUBLIC EDUCATION
■ INSPECTIONS
■ PLAN REVIEW



0 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

PERSONNEL CONTINUING EDUCATION

FIRE

FORCIBLE ENTRY

EMS

JURISPRUDENCE

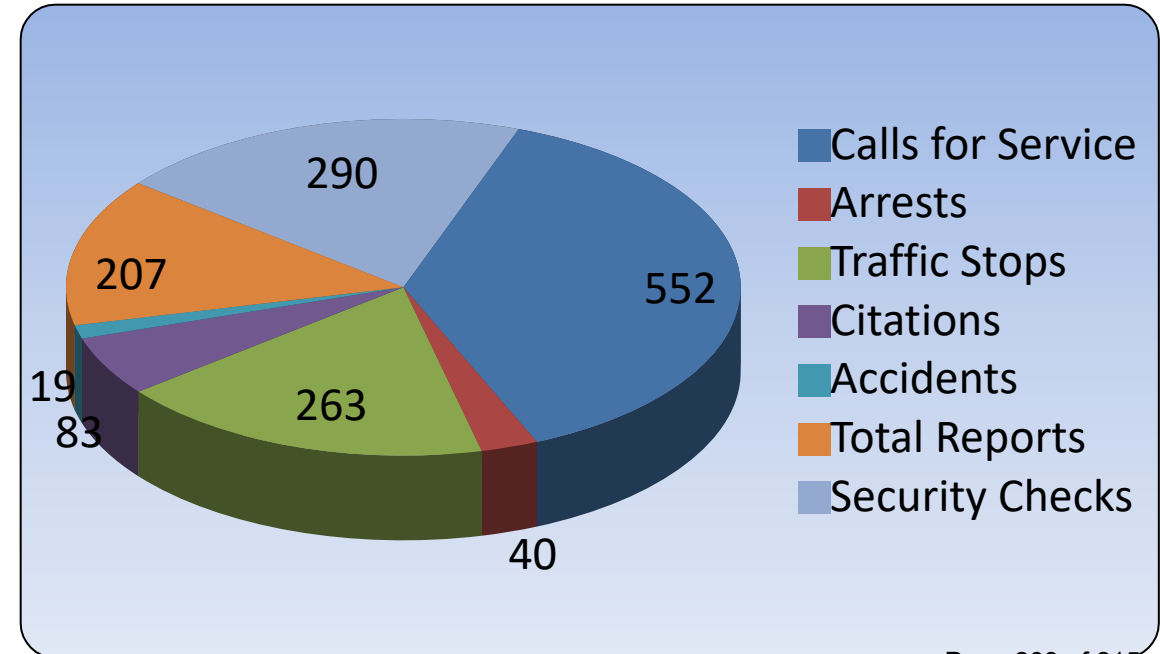
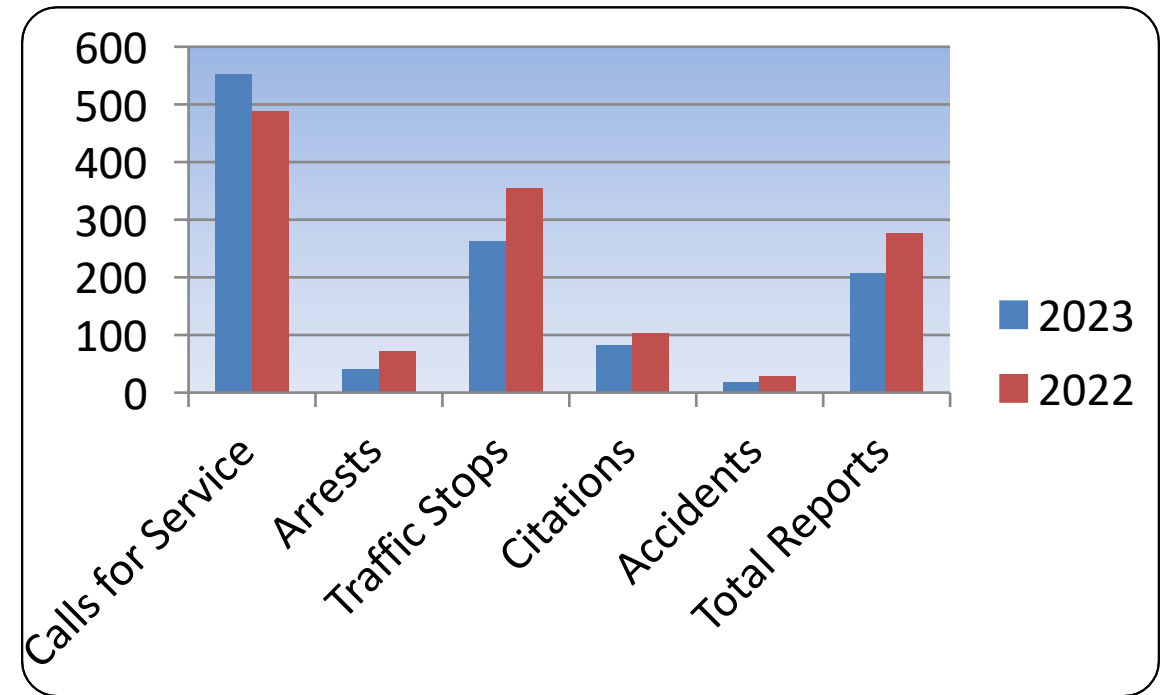


KAUFMAN POLICE DEPARTMENT

PATROL ACTIVITY JANUARY 2023

January 2023, Kaufman Police Department's Patrol Division Activity:

- **552** Calls For Service, Including Accidents
- **19** Traffic Accidents
- Completed **290** Homes, Parks, & Business Checks
- Completed **263** Traffic Stops
- Completed **50** Offence Reports
- Completed **157** Incident Reports
- Completed **207** Reports
- Made **40** Arrests
- Average monthly response time to calls is **5:48** minutes.



Community Engagement January 2023



Social Media Posts, Facebook Followers 12,348.

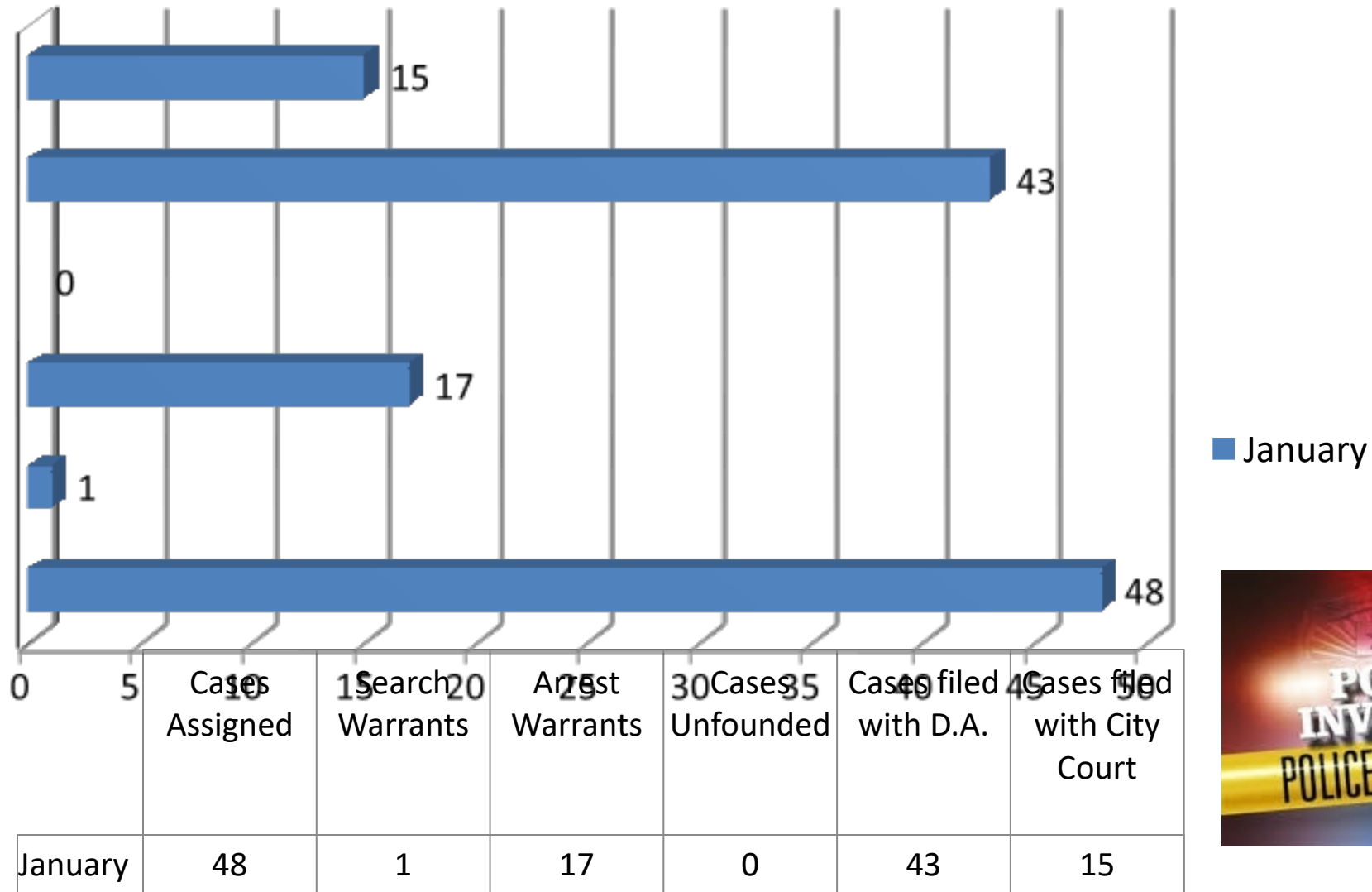
Events attended by Kaufman Police Department employees:

- The wonderful people of the Kaufman Relyon Credit Union and these wonderful ladies stopped by and brought us some of wonderful Buttermilk Sky Pies during New Years.
- The lovely ladies from Solaris Hospice of Kaufman for stopping by yesterday and bringing breakfast goodies for Law Enforcement Day.
- The lovely Ziva and Tassie Winters who stopped by for a visit and brought us some tasty goodies for the Law Enforcement Appreciation Day.

Training

- Sgt Leftwich and Sgt Stastny attended and completed Proactive Leadership Training.
- Sgt Wagner and Officer Wall attended and completed Interacting with Deaf and Hard of Hearing.
- Officers Bedsworth, Miers, and Steeves attended and completed and are certified in patrol rifle training.



Kaufman Criminal Investigations Division
January 2023

KAUFMAN POLICE DEPARTMENT

JANUARY 2023



Year to Date - Offenses Known to Police for January 2023

Printed On: 2/16/2023

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					-
Assault Offenses, Total	3	1	0.34	4	-25.00%
Aggravated Assault	1		0.11	1	0.00%
Intimidation					-
Simple Assault	2	1	0.23	3	-33.33%
Bribery, Total					-
Burglary/Breaking and Entering, Total	2		0.23		-
Counterfeiting/Forgery, Total				1	-100.00%
Destruction/Damage/Vandalism of Property, Total	5		0.57		-
Drug/Narcotic Offenses, Total	18	17	2.04	16	12.50%
Drug Equipment Violations	4	4	0.45	3	33.33%
Drug/Narcotic Violations	14	13	1.59	13	7.69%
Embezzlement, Total					-
Extortion/Blackmail, Total					-
Fraud Offenses, Total	3	2	0.34	2	50.00%
False Pretense/Swindle/Confidence Game					-
Credit Card/Automatic Teller Machine Fraud					-
Welfare Fraud					-
Wire Fraud					-
Hacking/Computer Invasion					-
Identity Theft					-
Impersonation	3	2	0.34	2	50.00%
Gambling Offenses, Total					-
Betting/Wagering					-
Operating/Promoting/Assisting Gambling					-
Sports Tampering					-
Gambling Equipment Violations					-
Homicide Offenses, Total					-
Murder and Nonnegligent Manslaughter					-
Negligent Manslaughter					-
Human Trafficking, Total					-
Human Trafficking, Commercial Sex Acts					-
Human Trafficking, Involuntary Servitude					-
Kidnapping/Abduction, Total				1	-100.00%
Larceny/Theft Offenses, Total	8	1	0.91	1	700.00%
Motor Vehicle Theft, Total	4		0.45	1	300.00%



Year to Date - Offenses Known to Police for January 2023

Printed On: 2/16/2023

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					-
Prostitution Offenses, Total					-
Assisting or Promoting Prostitution					-
Prostitution					-
Purchasing Prostitution					-
Robbery, Total					-
Sex Offenses, Total	1		0.11		-
Fondling	1		0.11		-
Rape					-
Sexual Assault with an Object					-
Sodomy					-
Sex Offenses, Non-Forcible, Total					-
Statutory Rape					-
Incest					-
Stolen Property Offenses, Total	1	1	0.11		-
Weapons Law Violations, Total	2	2	0.23		-
Group A Offense, Total	47	24	5.34	26	80.77%
Crimes Against Person, Total	4	1	0.45	5	-20.00%
Crimes Against Property, Total	23	4	2.61	5	360.00%
Crimes Against Society, Total	20	19	2.27	16	25.00%
Officers Killed or Assaulted YTD	0			0	-

KAUFMAN POLICE DEPARTMENT ANIMAL CONTROL REPORT JANUARY 2023

January 2023, Kaufman Animal Control Responded To-

- 76 Calls For Service
- 3 Follow-up Calls
- Warnings Issued – 5
- Citations Issued – 0
- Traps Set – 0 (Due to Weather Conditions)

Animals Captured

On Calls – 17

On View – 1

Animals Turned Over

To Owner – 3

To Humane Society – 13

Dead Animals Recovered: - 2

Non-Domestic Animals Captured –



Please Don't Litter



Spay or Neuter Your Critters!



Development Services
January Monthly Report
Permits Issued: 01/01/2023-01/31/2023

Permit Title	Project Address	Credential Contacts	Permit Issued Date	Valuation	Project SQ. FT.	Total Fees Collected
1522 running brook - Irrigation Per	1522 Running Brooks Ct.	Tim Brimelow (Irrigation Contractor)	01/27/2023 at 8:31 AM	\$ 1,500.00		\$ 82.40
2023 Food Permits	1502 S Washington St.	Rupa KC (Business Manager)	01/05/2023 at 2:34 PM			\$ 210.00
2023 Food Permits	1603 S Washington St.	Ismael Carrera (Business Manager)	01/05/2023 at 2:41 PM			\$ 375.00
2023 Food Permits	2223 S Washington St.	Jon McKenzie (Business Manager)	01/04/2023 at 8:57 AM			\$ 226.60
2023 Food Permits	2204 S Washington St.	Ricardo Araujo (Business Manager)	01/05/2023 at 2:55 PM			\$ 275.00
2023 Food Permits	2200 S Washington St.	Linda Flores (Business Manager)	01/09/2023 at 11:49 AM			\$ 300.00
2023 Food Permits	300 W Broad Street	Patrick McCrea (Business Manager)	01/10/2023 at 12:10 PM			\$ 400.00
2023 Food Permits	100 Old Rail Road , C	Heng Li (Business Manager)	01/05/2023 at 11:05 AM			\$ 270.00
2023 Food Permits	700 S Washington St.	Phally Penn (Business Manager)	01/05/2023 at 1:36 PM			\$ 210.00
2023 Food Permits	7977 Co Rd 4095	Maria Velasquez (Business Manager)	01/27/2023 at 3:02 PM			\$ 200.00
2023 Food Permits	901 E Mulberry St.	Jesus Torres (Business Manager)	01/26/2023 at 10:32 AM			\$ 210.00
2023 Food Permits	100 W Grove St.	Pamela Grant (Business Manager)	01/03/2023 at 3:34 PM			\$ 230.00
2023 Food Permits	9 Oak Creek Dr , B	Daniel Valdez (Business Manager)	01/05/2023 at 2:18 PM			\$ 375.00
2023 Food Permits	113 E Grove St.	Stahlman Montgomery (Business Manager)	01/13/2023 at 1:17 PM			\$ 200.00
2023 Food Permits	1201 S Washington St.	Lilia Saenz (Business Manager)	01/27/2023 at 1:44 PM			\$ 210.00
2023 Food Permits	300 W Grove	Paul Malhi (Business Manager)	01/03/2023 at 12:43 PM			\$ 360.00
2023 Food Permits	807 S Washington St.	Francisco Alvarez (Business Manager)	01/17/2023 at 2:07 PM			\$ 220.00
2023 Food Permits	4090 S Houston St.	David Asbill (Business Manager)	01/10/2023 at 10:30 AM			\$ 200.00
2023 Food Permits	3001 S Houston St.	Rhonda Pemberton (Business Manager)	01/23/2023 at 9:10 AM			\$ 231.75
2023 Food Permits	607 E Fair St.	Leigh Anne Burrows (Business Manager)	01/18/2023 at 11:35 AM			\$ 206.00
2023 Food Permits	4626 Co Rd 220	Lee Ann Hammond (Business Manager)	01/13/2023 at 11:23 AM			\$ 400.00
2023 Food Permits	400 E US Hwy 175	La Pradera (Business Manager)	01/20/2023 at 1:57 PM			\$ 360.00
2023 Food Permits	208 S Washington St.	Robert Ibarra (Business Manager)	01/18/2023 at 2:18 PM			\$ 860.00
2023 Food Permits	1901 S Washington St.	Misty Lynn Hunt (Business Manager)	01/19/2023 at 10:20 AM			\$ 250.00
2023 Food Permits	401 S Washington St.	Hector Sanchez (Business Manager)	01/03/2023 at 12:43 PM			\$ 247.20
2023 Food Permits	5962 Fair Rd.	Katina Williams Gibbons (Business Manager)	01/09/2023 at 4:08 PM			\$ 215.00
2023 Food Permits	100 Crossroads Dr.	Isauro Marroquin (Business Manager)	01/03/2023 at 3:44 PM			\$ 695.00
2023 Food Permits	110 E Grove St.	Kellie Stolusky (Business Manager)	01/20/2023 at 8:52 AM			\$ 220.00
2023 Food Permits	1108 Woodside Lane	Peggy Clendenon (Business Manager)	01/26/2023 at 8:45 AM			\$ 100.00
2023 Food Permits	215 W Mulberry St.	Stacey Flowers (Business Manager)	01/03/2023 at 3:09 PM			\$ 260.00
2023 Food Permits	1912 W Fair St.	Shelly Tackett (Business Manager)	01/13/2023 at 2:40 PM			\$ 200.00
2023 Food Permits	1001 E Mulberry	Mohammad Sddiq (Business Manager)	01/17/2023 at 2:45 PM			\$ 365.00
2023 Food Permits	3512 Chilmark Ct.	Denetra Prox (Business Manager)	01/03/2023 at 1:19 PM			\$ 206.00
2023 Food Permits	201 Old Rail Rd.	Jennifer Carder (Business Manager)	01/03/2023 at 3:20 PM			\$ 215.00
2023 Food Permits	2233 S Washington St.	Michael Mays (Business Manager)	01/12/2023 at 3:04 PM			\$ 325.00
2023 Food Permits	250 E Hwy 175	Kristen Martinez (Business Manager)	01/03/2023 at 3:23 PM			\$ 325.00
2023 Food Permits	1803 E Mulberry St.	Belevy Kelley (Business Manager)	01/20/2023 at 10:48 AM			\$ 236.90
2023 Food Permits	1107 E Mulberry St., F	Kien Pak (Business Manager)	01/09/2023 at 4:15 PM			\$ 210.00
2023 Food Permits	905 E Mulberry St.	Thai Phung Tran (Business Manager)	01/09/2023 at 2:39 PM			\$ 300.00
2023 Food Permits	2210 Walton Dr., # 110	Jerrell Ellis (Business Manager)	01/11/2023 at 11:31 AM			\$ 309.00
2023 Food Permits	2215 S Washington St.	McDonalds Restaurant (Business Manager)	01/10/2023 at 1:46 PM			\$ 499.55

2023 Food Permits	5473 W Highway 175	Brenda Villa Soriano (Business Manager)	01/10/2023 at 1:13 PM			\$	381.10
2023 Food Permits	4626 Co Rd 220	Lee Ann Hammond (Business Manager)	01/13/2023 at 11:12 AM			\$	100.00
2023 Food Permits	5000 Catron Drive	Cynthia DeVos (Business Manager)	01/06/2023 at 11:43 AM			\$	100.00
2023 Food Permits	12522 South Highway 34	Rickey Avery (Business Manager)	01/05/2023 at 12:59 PM			\$	412.00
Amusement Permit	2200 S Washington St.	MJY Inc (Business Manager)	01/04/2023 at 11:53 AM			\$	20.00
Amusement Permit	300 Kings Fort Pkwy.	Matt Walsh (Business Manager)	01/04/2023 at 11:58 AM			\$	40.00
Banners and Temporary Signage	106 N Washington St.	Chad Brookins (Business Manager)	01/12/2023 at 11:23 AM			\$	51.50
Demolition (C)	1801 S Washington St.	Tony Tudor (General Contractor)	01/20/2023 at 2:35 PM	\$	1,000.00	\$	64.00
Driveway, Parking Lot or Sidewalk	1605 S Houston St.	Arturo Nunez (General Contractor)	01/05/2023 at 8:44 AM	\$	2,000.00	\$	82.40
Driveway, Parking Lot or Sidewalk	1505 S Jackson St.	Coronado Arturo (General Contractor)	01/20/2023 at 12:59 PM	\$	4,000.00	\$	82.40
Electrical Permit	502 E Grove St.	Jon Lackey (Electrical Contractor)	01/09/2023 at 1:06 PM	\$	1,000.00	\$	80.00
Electrical Permit	9 Oak Creek Dr., E	ROSS HUNTER (Electrical Contractor)	01/19/2023 at 2:22 PM	\$	5,000.00	\$	82.40
Electrical Permit (Web Based)	1406 S Houston St.	Robert Smith (Electrical Contractor)	01/13/2023 at 9:53 AM	\$	5,000.00	\$	82.40
Fence Permit	3820 Myrtle Way	Bryan Mendez (General Contractor)	01/03/2023 at 9:05 AM	\$	700.00	\$	82.40
Fence Permit	3826 Myrtle Way	Bryan Mendez (General Contractor)	01/03/2023 at 9:08 AM	\$	700.00	\$	82.40
Fence Permit	3816 Myrtle Way	Bryan Mendez (General Contractor)	01/03/2023 at 9:07 AM	\$	700.00	\$	82.40
Fence Permit	3825 Myrtle Way	Bryan Mendez (General Contractor)	01/03/2023 at 9:06 AM	\$	700.00	\$	82.40
Fence Permit	3832 Myrtle Way	Bryan Mendez (General Contractor)	01/03/2023 at 9:05 AM	\$	700.00	\$	82.40
Fence Permit	302 W Pyle St.	Matthew Rhys (General Contractor)	01/27/2023 at 4:20 PM	\$	5,000.00	\$	82.40
Foundation Repair	1000 S Jackson St.	April Drury (Foundation Contractor)	01/23/2023 at 8:30 AM	\$	24,329.22	\$	82.40
GasTest	112 N Jackson St.	Karl Mai (Plumbing Contractor)	01/09/2023 at 8:53 AM	\$	300.00	\$	82.40
Mechanical Permit	1106 S Jackson St.	Jesus Tranquilino (Mechanical Contractor)	01/04/2023 at 8:58 AM	\$	7,000.00	\$	82.40
Mechanical Permit	1406 S Houston St.	Robert Smith (Mechanical Contractor)	01/18/2023 at 8:24 AM	\$	40,000.00	\$	82.40
Mechanical Permit	606 W Grove St.	Randy Willard (Mechanical Contractor)	01/30/2023 at 9:01 AM	\$	13,488.00	\$	82.40
Mechanical Permit	406 N Jefferson St.	David Mitchell (Mechanical Contractor)	01/30/2023 at 2:14 PM	\$	6,350.00	\$	82.40
Plumbing Permit	502 E Grove St.	Kelles Miller (Plumbing Contractor)	01/10/2023 at 3:13 PM	\$	2,500.00	\$	82.40
Plumbing Permit	402 W 4Th St.	Simpson Rushing (Plumbing Contractor)	01/04/2023 at 2:07 PM	\$	500.00	\$	82.40
Plumbing Permit	1475 E Hwy 175	Peter Quaider (Plumbing Contractor)	01/10/2023 at 1:51 PM	\$	9,500.00	\$	4,288.18
Plumbing Permit	602 N WILSON St.	Steve Harris (Plumbing Contractor)	01/09/2023 at 12:04 PM	\$	3,000.00	\$	82.40
Plumbing Permit	200 E Mulberry St.	Julius Higgins (Plumbing Contractor)	01/19/2023 at 2:43 PM	\$	186.00	\$	82.40
Plumbing Permit	1600 Dellis St.	Sergio Morales (Plumbing Contractor)	01/27/2023 at 9:57 AM	\$	500.00	\$	80.00
Plumbing Permit	1201 Morillo St.	Steve Harris (Plumbing Contractor)	01/27/2023 at 10:07 AM	\$	1,750.00	\$	80.00
Residential Accessory/Carport Per	1505 S Jefferson St.	Carl Richard (Home Owner)	01/27/2023 at 10:38 AM	\$	5,000.00	\$	80.00
Residential Accessory/Carport Per	802 S Wilson St.	Stacy Tucker (General Contractor)	01/13/2023 at 2:22 PM	\$	6,390.00	\$	80.00
Residential Addition, Remodel or P	904 S Jackson St.	Kevin Kadereit (General Contractor)	01/11/2023 at 9:13 AM	\$	30,000.00	\$	1,026.91
Residential Addition, Remodel or P	1604 E Dellis St.	Jose Cabrera (General Contractor)	01/12/2023 at 8:54 AM	\$	5,000.00	\$	82.40
Residential Addition, Remodel or P	402 E Seago St.	Jesus Gomez (General Contractor)	01/12/2023 at 1:45 PM	\$	7,500.00	\$	80.00
Residential New Permit	1601 Harper St.	Tony Rodriquez (General Contractor)	01/25/2023 at 4:14 PM	\$	210,000.00	2638	\$ 7,958.84
Residential New Permit	202 S Nash St	Tony Rodriquez (General Contractor)	01/25/2023 at 4:10 PM	\$	192,000.00	2336	\$ 5,157.24
Residential New Permit	203 S Wilson St	Tony Rodriquez (General Contractor)	01/25/2023 at 4:15 PM	\$	192,000.00	2335	\$ 8,367.94
Residential New Permit	1708 E Dellis St	Jose Sorto (General Contractor)	01/25/2023 at 4:12 PM	\$	192,000.00	2633	\$ 7,957.34
Roof (Repair or Replace)	401 E 2nd North St.	Harbinder Malhi (General Contractor)	01/05/2023 at 11:14 AM	\$	6,500.00	\$	80.00
Roof (Repair or Replace)	607 W Grove St.	Harbinder Malhi (General Contractor)	01/13/2023 at 1:00 PM	\$	3,200.00	\$	80.00
Roof (Repair or Replace)	307 E Elmo	Harbinder Malhi (General Contractor)	01/13/2023 at 12:59 PM	\$	3,200.00	\$	80.00
Roof (Repair or Replace)	1625 Lee St.	Justin StClair (General Contractor)	01/17/2023 at 12:28 PM	\$	7,200.00	\$	82.40
Sign Permit	750 E Highway 175	Jospeh Powell (Sign Contractor)	01/13/2023 at 9:20 AM	\$	10,000.00	\$	267.80

Sign Permit	750 E Highway 175	Jospeh Powell (Sign Contractor)	01/13/2023 at 9:19 AM	\$ 2,500.00		\$ 267.80
Sign Permit	750 E Highway 175	Jospeh Powell (Sign Contractor)	01/13/2023 at 9:17 AM	\$ 2,500.00		\$ 267.80
Sign Permit	750 E Highway 175	Jospeh Powell (Sign Contractor)	01/13/2023 at 9:14 AM	\$ 1,501.00		\$ 148.32
Solar Panel Permit	3814 Myrtle Way	David Conrad (Electrical Contractor)	01/06/2023 at 8:51 AM	\$ 4,788.00		\$ 545.90
Solar Panel Permit	1712 Rand Rd.	Anthony Goodson (Electrical Contractor)	01/27/2023 at 8:31 AM	\$ 38,532.00		\$ 463.50
				\$1,055,714.22	9942.00	\$49,660.37

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			