AGENDA
MONDAY, APRIL 24, 2023
WORK SESSION – 6:00 PM
REGULAR CITY COUNCIL MEETING – 6:30 PM
CITY HALL COUNCIL CHAMBERS
209 S. WASHINGTON STREET
KAUFMAN, TEXAS 75142
AND VIA VIDEOCONFERENCE/TELECONFERENCE

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

CALL WORK SESSION TO ORDER Mayor calls the Work Session to order, states the date and time, states Councilmembers present, and declares a quorum present.**

WORK SESSION A Work Session is used to explore matters of interest to one or more City Council Members or the City Manager for the purpose of giving staff direction on whether or not such matters should be placed on a future regular or special meeting of the Council for citizen's input, City Council deliberation and formal City action. Although Work Sessions are public meetings, and citizens have a legal right to attend, they are not public hearings, so citizens are not allowed to participate in the session.

1. Discussion regarding the northeast utility project.

2. Discussion regarding items on the Regular Session Agenda, including the consideration of Executive Session items

WORK SESSION ADJOURNMENT

PLEDGE OF ALLEGIANCE

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

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

PROCLAMATION

3. Child Abuse Prevention Month- April 2023

4. Economic Development Week- May 8- May 12

RECOGNITION

5. Lone Star Credit Union- Inclusive Playground

6. Business of the Month - Hyper Screen Printing and Apparel

7. City Secretary- TMCA Municipal Clerk's Office Achievement of Excellence Award

CONSENT AGENDA

8. Consider and take appropriate action on the minutes from the March 27, 2023, Regular City Council meeting.

9. Consider and take appropriate action on the minutes from the April 10-11, 2023, City Council Planning Retreat.

10. Consider and take appropriate action on the 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.

11. Consider and take appropriate action on Change Order #3 for the Kaufman WWTP Improvements Project with GTUA as submitted by Red River Construction Company.

END OF CONSENT AGENDA

DISCUSSION/ACTION ITEMS

12. Consider and take appropriate action regarding Ordinance O-08-23, an ordinance of the City Council of the City of Kaufman, Texas, amending Ordinance No. O-24-22 adopting the City's 2022-2023 Fiscal Year Budget to balance Revenue Surplus, Expense Surplus, and Shortfall; and providing an effective date.

13. Consider and take appropriate action a contract with Traylor & Associates, Inc. for grant administration services for the 2022 CDBG grant project CDV21-0088; and authorizing the Mayor to execute necessary documents.

14. Consider and take appropriate action on an economic development performance agreement between the Kaufman Economic Development Corporation and Galleher Acquisition Corporation (dba Galleher Industries) for an expansion project in a total amount not to

exceed $50,000.00, setting performance benchmarks, authorizing a budget amendment and performance agreement, in a form approved by counsel, regarding same.

ANNOUNCEMENTS AND REPORTS FROM CITY MANAGER

15. Receive an update and discussion regarding the following:

    a. Early Voting- April 24 to May 2

    b. Election Day- May 6

    c. Canvassing Election Meeting- May 17

d. Discussion Items Report (DIR)

e. STAR Transit Ridership Report- March 2023

f. Careflite Compliance Report- March 2023

g. Fire Department Monthly Report- March 2023

h. Police Department Monthly Report- March 2023

i. Development Services Monthly Report- March 2023

j. Monthly Calendars Attached

EXECUTIVE SESSION

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

    a. Texas Government Code Sec. 551.071 (2) CONSULTATION WITH ATTORNEY and 551.074 PERSONNEL MATTERS. Consultation with the City Attorney on a matter in whic the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act and Deliberation regarding the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear a complaint or charge against an officer or employee: Claims Management

    b. Texas Government Code Sec. 551.087: DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS; CLOSED MEETING. (1) To discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expa in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a financia or other incentive to a business prospect described by Subdivision (1): Project Snooze

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

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

ADJOURNMENT

I, JESSIE HANKS, CITY SECRETARY, DO HEREBY CERTIFY THAT THIS NOTICE OF MEETING WAS POSTED ON THE WINDOW AT KAUFMAN MUNICIPAL COMPLEX, 209 S. WASHINGTON, KAUFMAN, TEXAS, A PLACE CONVENIENT AND READILY ACCESSIBLE TO THE GENERAL PUBLIC AT ALL TIMES AND SAID NOTICE WAS POSTED AT THE KAUFMAN MUNICIPAL COMPLEX, 209 S. WASHINGTON, KAUFMAN, TEXAS AT 4:30 P.M. ON FRIDAY, APRIL 21, 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.

City of Kaufman

Proclamation

WHEREAS, child abuse and neglect is a serious problems affecting every segment of our community, and finding solutions requires input and action from everyone; and

WHEREAS, our children are our most valuable resources and will shape the future of the City of Kaufman; and

WHEREAS, child abuse can have long-term psychological, emotional, and physical effects that have lasting consequences for victims of abuse; and

WHEREAS, protective factors are conditions that reduce or eliminate risk and promote the social, emotional, and development well-being of children; and

WHEREAS, effective child abuse prevention activities succeed because of the partnerships created between child welfare professionals, education, health, community, and faith-based organizations, businesses, law enforcement agencies, and families; and

WHEREAS, communities must make every effort to promote programs and activities that create strong and thriving children and families; and

WHEREAS, we acknowledge that we must work together as a community to increase awareness about child abuse and contribute to promoting the social and emotional well-being of children and families in a safe, stable, and nurturing environment; and

WHEREAS, prevention remains the best defense for our children and families.

NOW, THEREFORE, I, Jeff Jordan, Mayor of the City of Kaufman, and on behalf of the Kaufman City Council, do hereby proclaim April 2023, as:

Child Abuse Prevention Month

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the City to be affixed this 24th day of April 2023.

Jeff Jordan, Mayor, City of Kaufman

City of Kaufman

Proclamation

WHEREAS, the International Economic Development Council is the largest professional economic development organization dedicated to serving economic developers, and

WHEREAS, the International Economic Development Council provides leadership and excellence in economic development for communities, members, and partners through conferences, training courses, advisory services, and research, in-depth publications, public policy advocacy, and initiatives such as the Certified Economic Developer designation, and

WHEREAS, economic developers promote economic well-being and quality of life for their communities by creating, retaining, and expanding jobs that facilitate growth, enhance wealth, and provide a stable tax base, and

WHEREAS, economic developers stimulate and incubate entrepreneurism in order to help establish the next generation of new businesses, which is the hallmark of the American economy, and

WHEREAS, economic developers are engaged in a wide variety of settings including rural and urban, local, state, provincial, and federal governments, public-private partnerships, chambers of commerce, universities, and a variety of other institutions, and

WHEREAS, economic developers attract and retain high-quality jobs, develop vibrant communities, and improve the quality of life in their regions, and

WHEREAS, the City of Kaufman, Texas, and Kaufman Economic Development Corporation promote business, job creation, and commercial development opportunities in the community,

NOW, THEREFORE, I, Jeff Jordan, Mayor of the City of Kaufman, and on behalf of the Kaufman City Council, do hereby proclaim the week of May 8, 2023, through May 12, 2023, as:

Economic Development Week

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the City to be affixed this 24th day of April 2023.

Jeff Jordan, Mayor, City of Kaufman

April 17, 2023

Mike Holder, City Manager
City of Kaufman
209 S. Washington Street
Kaufman, TX 75142

Dear Mr. Holder:

This letter is to inform you that of the 595 cities with members in the Texas Municipal Clerks Association, the Office of the Municipal Clerk in the City of Kaufman is one of 24 to receive the Texas Municipal Clerk's Office Achievement of Excellence Award.

The program recognizes the statutory requirements and demands for the effective management of resources for proper governance by the municipal clerk's office. The award itself recognizes municipal clerk offices throughout the state for compliance with federal, state and local statutes that govern standards necessary to fulfill the duties and responsibilities of the office. A municipal clerk office must have met and demonstrated nine of 12 standards to be eligible to receive the award. The 12 standards considered by a committee includes:

- Records Management
- Professional Development / Certifications
- Government Transparency
- Elections
- Awards/Recognitions
- Public Information Act
- Open Meetings Act
- Boards/Commissions
- Municipal Clerk Office Policies/Procedures
- Other Areas of Responsibility
- Innovation/Stream Line Projects
- Departmental Training

The recipients of this distinguished award will be recognized in the June issue of the TMCA, Inc., newsletter and officially acknowledged in October at the awards banquet held during our annual Advanced Institute. In addition, the Municipal Clerk's Office will receive a framed award certificate, so watch for it in the mail in the next few weeks!

Sincerely,

Tina Stewart, TRMC, CMC
Chair, Achievement of Excellence Award Committee
Texas Municipal Clerks Association, Inc.

C: Achievement of Excellence Award Committee
Jannette Goodall, TRMC, MMC, CRM – TMCA, Inc., President
Crystal Roan, TRMC, CMC – Committee Board Liaison

Meeting Date: 4/24/2023 **Date: 04/11/2023** **Item #: 8.** **Dept.: Administration**

Consent Agenda

SUBJECT:

Consider and take appropriate action on the minutes from the March 27, 2023, Regular City Council meeting.

BACKGROUND:

See the attached minutes.

Author: Jessie Hanks, City Secretary

Reviewed: Mike Holder, City Manager

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

Recommendation: Staff recommends approval of the minutes from the March 27, 2023, Regular City Council meeting.

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

MINUTES OF THE
CITY COUNCIL MEETING
MONDAY, MARCH 27, 2023 – 6:00 PM
CITY HALL COUNCIL CHAMBERS
209 S. WASHINGTON STREET
KAUFMAN, TEXAS 75142

CALL WORK SESSION TO ORDER Mayor calls the Work Session to order, states the date and time, states Councilmembers present, and declares a quorum present.**

Mayor Jordan called the Work Session to order at 6:00 PM. Councilmembers present were Jeff Jordan, Patty Patterson, Carole Aga, Quattro Borders, Charles Gillenwater, and Matt Phillips. Councilmember Lisa Parker joined the meeting at 6:04 PM. Mayor Jordan declared a quorum present. Also present were City Manager Mike Holder, City Attorney Patricia Adams, City Secretary Jessie Hanks, Finance Director Mary Wennerstrom, Public Works Director Tim Hopwood, Economic Development Director Stewart McGregor, Development Services Director Andrew Bogda, Fire Chief Ronnie Davis, Fire Captain Jeremy Hatcher, Police Sergeant Jason Stastny, and Police Sergeant Colter Leftwich.

WORK SESSION A Work Session is used to explore matters of interest to one or more City Council Members or the City Manager for the purpose of giving staff direction on whether or not such matters should be placed on a future regular or special meeting of the Council for citizen's input, City Council deliberation and formal City action. Although Work Sessions are public meetings, and citizens have a legal right to attend, they are not public hearings, so citizens are not allowed to participate in the session.

1. Presentation and discussion regarding the Special Election pertaining to the Street Maintenance Sales Tax Reallocation.

Mr. Holder briefed the council on the new meeting process with the work session. He outlined the purpose of this topic in relation to the upcoming election. Mr. Hopwood gave a presentation reviewing the Special Election for the Street Maintenance Sales Tax, the streets that have been completed under this program, and the proposed projects if the voters reallocate the sales tax to this use. Mr. Holder reviewed the proposed reconstruction of Crestview and Royal and the funding sources for that project.

2. Discussion regarding items on the Regular Session Agenda, including the consideration of Executive Session items

There were discussions regarding items 12 and 21 from the Regular Session Agenda.

WORK SESSION ADJOURNMENT

There being no further business, Mayor Jordan adjourned the work session at 6:22 PM.

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 6:23 PM. Councilmembers present were Jeff Jordan, Patty Patterson, Carole Aga, Quattro Borders, Charles Gillenwater, Lisa Parker, and Matt

Phillips. Mayor Jordan declared a quorum present. Also present were 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 Chief Ronnie Davis, 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.

RECOGNITION

3. Business of the Month- Paul Murrey Ford

Mayor Jordan, Mr. McGregor, and Anne Glasscock, CEO of the Kaufman Chamber of Commerce, presented and recognized Paul Murrey Ford as the March Business of the Month Recognition.

PRESENTATION/ACTION ITEM

4. Presentation by YWRD, P.C. regarding the City of Kaufman Fiscal Year 2021-2022 Financial Audit Report and discussion of the same.

Danny Strunc, Certified Public Accountant with YWRD, presented the City of Kaufman Fiscal 2021-2022 Financial Audit to the Council.

a. Consider and take appropriate action on the acceptance of the Fiscal Year 2021-2022 Financial Audit Report.

Councilmember Gillenwater made a motion to accept the Fiscal Year 2021-2022 Financial Audit Report as presented. The motion was seconded by Councilmember Patterson and passed 7/0.

REPORTS

5. Receive an update and discussion regarding the following:

    a. The Annual Report for CareFlite for the Calendar Year 2022.

James Wagner, EMT-P, Operations Manager of CareFlite, presented the annual report for CareFlite for 2022. He reviewed responses, transfers, and staffing. He outlined the new technologies CareFlite has implemented and the continuing education opportunities they have provided.

Mr. Holder thanked CareFlite for their donation of an ambulance to the Kaufman Fire Department.

b. The Annual Report for the Kaufman Fire Department for the Calendar Year 2022.

Captain Hatcher presented the Kaufman Fire Department's 2022 annual report. He reviewed the various calls for service, and daily activities for the Fire Department in 2022. He compared the call numbers from 2021 to 2022, the calls for service from inside the city and out in the county, and reviewed the department highlights.

c. The Annual Crime Report for the Kaufman Police Department for the Calendar Year 2022.

Sergeant Leftwich presented the Kaufman Police Departments annual report for 2022. He outlined the Part 1 crime numbers, service activities and enforcement activities for 2022. He reviewed the 10 year comparison for part 1 crimes, CID cases filed with the District Attorney's office, and the 20 year crime trend.

CONSENT AGENDA

6. Consider and take appropriate action on the minutes from the February 27, 2023, TIRZ #1, TIRZ #2, and Regular City Council meeting.

7. Consider and take appropriate action on Resolution R-04-23, a resolution of the City Council of the City of Kaufman, Texas, adopting a policy implementing the Public Information Act; appointing and publicly identifying a Public Information Officer to serve as the point of contact for members of the public in requesting disclosure of public records and to oversee the City's compliance with the Public Information Act; providing for the incorporation of premises; and providing an effective date.

8. Consider and take appropriate action on Resolution R-08-23, a resolution of the City Council of the City of Kaufman, Texas, approving an agreement with the Texas Department of Transportation to temporarily close State Highway 34 and E Fair Street on Saturday, July 1, 2023, from 7:00 a.m. until 11:00 a.m. for the purpose of the 2023 Red White & BOOM Parade; authorizing the City Manager to execute necessary documents; and providing for an effective date.

9. Consider and take appropriate action on Resolution R-09-23, a resolution of the City Council of the City of Kaufman, Texas, approving an agreement with the Texas Department of Transportation to temporarily close State Highway 243 from Jefferson Street to Washington Street on Saturday, July 1, 2023, from 7:00 a.m. until 1:00 p.m. for the 2023 Red White & BOOM Event; authorizing the City Manager to execute necessary documents; and providing an effective date.

10. Consider and take appropriate action on Resolution R-11-23, a resolution of the City Council of the City of Kaufman, Texas, approving an amendment to the City of Kaufman Purchasing Policy Guidelines ("Purchasing Policy"); and providing an effective date.

11. Consider and take appropriate action to update the designation of authorized signatories on City depository accounts to remove the previous City Manager as an authorized signer and to designate the City Secretary as an authorized signer for the City of Kaufman depository accounts.

12. Consider and take appropriate action on Resolution R-12-23, a resolution of the City Council of the City of Kaufman, Texas opposing developer's special districts in Kaufman County.

Councilmember Aga made a motion to approve consent agenda items 6 to 12 as presented. The motion was seconded by Councilmember Phillips and passed 7/0.

END OF CONSENT AGENDA

PUBLIC HEARING

13. Conduct a public hearing, consider, and take appropriate action on Ordinance No. O-05-23, an ordinance of the City Council of the City of Kaufman, Texas, **annexing** the hereinafter described property of approximately **105.923 acres**, generally located on the south side of SH 243 at Ola Road (Property IDs 2252, 2267, 2269, and 2270), situated in the Thomas Beedy Survey, Abstract No. 21, into the City of Kaufman, Kaufman County, Texas and extending the boundary limits of said City so as to include the described property within the City limits; granting to all the inhabitants of the Property all the rights and privileges of other citizens and binding the inhabitants by all of the ordinances, resolutions, acts and regulations of the City, adopting a written services agreement; providing instructions for correcting the official map and boundaries of said City; and providing an effective date. (Case No. A-01-23)

    a. Presentation

Mr. Bogda presented the proposed annexation of the Highland Meadows Development. He informed Council that the owner and developer of the subject property have been actively working with the City and Kaufman ISD on infrastructure planning related to the subject property and the 85-acre ISD property for the past two years. He added that a development agreement was approved for the subject property in July 2022 and amended in January 2023. He stated the most recent amendment to the agreement allowed the applicant to proceed with their annexation and zoning in a more timely manner. He explained the applicant had submitted a voluntary annexation petition and application to annex the property into the City of Kaufman, together with a Planned Development zoning application to accommodate a single-family residential neighborhood with parks, trails, open space, and associated amenities, as well as a 1.1-acre future fire station site.

    b. Public Hearing

Mayor Jordan opened the public hearing at 7:15 PM. There being no speakers present, Mayor Jordan closed the public hearing at 7:15 PM.

    c. Consider and take appropriate action on Ordinance No. O-05-23

Councilmember Parker made a motion to approve Ordinance No. O-05-23 as presented. The motion was seconded by Councilmember Patterson and passed 7/0.

14. Conduct a public hearing, consider, and take appropriate action on Ordinance No. O-06-23, an ordinance of the City Council of the City of Kaufman, Texas, amending the City of Kaufman Comprehensive Zoning Ordinance O-02-07, as amended, Chapter 118, "Zoning" of the City of Kaufman's Code of Ordinances, and the official Zoning Map to **approve the zoning of a newly annexed property to Planned Development-23 (PD-23) for single-family**

residential uses. The property is known as **Highland Meadows** and consists of approximately 105.923 acres generally located on the south side of SH 243 at Ola Road (Property IDs 2252, 2267, 2269, and 2270), said property being situated in Thomas Beedy Survey, Abstract No. 21, City of Kaufman, Kaufman County, Texas (Case No: Z-02-23)

a. Presentation

Mr. Bogda informed Council about the zoning request for the property previously discussed in item 13. He briefly reviewed the zoning information and the proposed development. He outlined the development standards, the concept plans, and other various aspects of the development.

b. Public Hearing

Mayor Jordan opened the public hearing at 7:25 PM.

Mayor Pro-Tem Phillips inquired about the intersections from the development onto 34 and 243. Mayor Jordan had questions about the addition of more trees along the trail system.

There being no other speakers present, Mayor Jordan closed the public hearing at 7:28 PM.

c. Consider and take appropriate action on Ordinance No. O-06-23

Councilmember Borders made a motion to approve Ordinance O-06-23 as presented. The motion was seconded by Councilmember Aga and passed 7/0.

DISCUSSION/ACTION ITEMS

15. Consider and take appropriate action on Ordinance No. O-07-23, an ordinance of the City Council of the City of Kaufman, Texas, providing for the **release of a portion of the City's Extra-Territorial Jurisdiction ("ETJ")** and reduction thereof to exclude parcels identified in Exhibits "A-1", "A-2", "A-3", "A-4", and "A-5" of the Ordinance, consisting of **49.181 acres generally located at 7325 S. SH 34, Scurry, TX**, situated in the J.C. Cortez Survey, Abstract No. 80, the A. Chivino Survey, Abstract No. 80, the A. Cherino Survey, Abstract No. 81, and the J. Trevino Survey, Abstract No. 533 (Property IDs 59602, 73049, 194580, and a portion of Property ID 191163), updating the official City Boundary Map to reflect the reduction in ETJ.

Mr. Bogda presented the proposed release of a portion of property inside the City's Extra-Territorial Jurisdiction.

Councilmember Phillips made a motion to approve Ordinance No. O-07-23 as presented. The motion was seconded by Councilmember Patterson and passed 7/0.

16. Consider and take appropriate action on the **Preliminary Plat of the Kaufman ISD Addition**, being 85.234 acres situated in the William Peters Survey, Abstract No. 407, and the Thomas Beedy Survey, Abstract No. 21, City of Kaufman, Kaufman County, Texas (Property ID 187223 & 51233), zoned A-O Agriculture-Open District and located on the north side of SH 243 and the west side of FM 2727. The preliminary plat is for 2 non-residential lots and 2 open space lots. (Case No. PP-02-23)

Mr. Bogda presented the preliminary plat for the Kaufman ISD addition.

Councilmember Parker made a motion to approve the **Preliminary Plat of the Kaufman ISD Addition** as presented. The motion was seconded by Councilmember Phillips and passed 7/0.

17. Consider and take appropriate action on the **Final Plat of the Kaufman ISD Addition**, being 85.234 acres situated in the William Peters Survey, Abstract No. 407, and the Thomas Beedy Survey, Abstract No. 21, City of Kaufman, Kaufman County, Texas (Property ID 187223 & 51233), zoned A-O Agriculture-Open District and located on the north side of SH 243 and the west side of FM 2727. The final plat is for 2 non-residential lots, 2 open space lots, and right-of-way. (Case No. FP-03-23)

Mr. Bogda presented the final plat for the Kaufman ISD Addition.

Councilmember Aga made a motion to approve the Final Plat of the Kaufman ISD Addition with the 3 conditions outlined in the staff report. The motion was seconded by Councilmember Parker and passed 7/0.

18. Consider and take appropriate action on the **Preliminary Plat of Steve's Diesel Addition,** being a partial tract of land containing 15.0 acres (Property ID 190785), situated in the Charles Askins Survey, Abstract No. 2, City of Kaufman, Kaufman County, Texas, zoned Light Industrial ("LI") and generally located 3736 East Highway 175. The preliminary plat is for 2 non-residential lots. (Case No. PP-03-23)

Mr. Bogda presented the preliminary plat for the Steve's Diesel Addition. He outlined the purpose of the proposed preliminary plat and the zoning for the property.

Councilmember Borders made a motion to approve the **Preliminary Plat of Steve's Diesel Addition** as presented. The motion was seconded by Councilmember Parker and passed 7/0.

19. Consider and take appropriate action on the **Site Plan of Eleanor's Coffee Shop**, situated on 0.1920 acres out of the Kaufman Original, Block 19, City of Kaufman, Kaufman County, Texas, located at 303 W. Mulberry St. (Property ID 28506). The property is zoned Commercial (C) for retail uses. (Case No. SP-02-23)

Mr. Bogda presented the proposed site plan for Eleanor's Coffee Shop, which is located at 303 W. Mulberry St. He reviewed the renovation and business plan for the request. He outlined the various variances needed for this property.

Scott Roberts stated he was the architect for the project and the desire was to bring this 100-year-old building back to life.

Councilmember Aga made a motion to approve the **Site Plan of Eleanor's Coffee Shop** with the following variances:
1. Section 26.4.A.2 Minimum Lot Area - 10,000 sq. ft. required; providing 8,374 sq. ft.
2. Section 26.4.A.3 Minimum Lot Depth - 100 ft. required; providing 80.17 ft.
3. Section 26.4.B.2 Minimum Side Yard Adjacent to Street - 25 ft. required; providing 12.6 ft.
4. Section 26.4.B.3 Minimum Rear Yard - 20 ft. required; providing 9.8 ft.
5. Section 35.6.A.46 Parking - 10 spaces required; providing 6, with 2 of them at the rear of the property for employees only
6. Section 35.3.K.1 Escape Lane - 9'-wide escape lane required; providing none

7. Section 35.3.K.3 Off-Street Stacking - 6 stacking spaces required; providing 4 stacking spaces
8. Section 36 Landscape - requesting existing non-conforming landscaping to be modified by adding planters, nandinas, and hollies.

The motion was seconded by Councilmember Patterson and passed 7/0.

20. Consider and take appropriate action on Resolution R-10-23, a resolution of the City Council of the City of Kaufman, Texas, in support of the 2023 Blue Cross Blue Shield Texas Campaign Grant for a National Fitness Campaign Grant; and authorizing the Mayor or his designee to execute necessary documents.

Mr. Holder presented the proposed resolution for a grant for the installation of a fitness court. He reviewed the grant program, the grant and installation process, and the financial obligation.

Councilmember Gillenwater made a motion to approve Resolution R-10-23, in support of the 2023 Blue Cross Blue Shield Texas Campaign Grant for a National Fitness Campaign Grant; and authorizing the Mayor or his designee to execute the necessary documents. The motion was seconded by Councilmember Borders and passed 7/0.

21. Consider and take appropriate action on a letter of support for the replacement of Terrell State Hospital.

Councilmember Aga made a motion to approve the letter of support for the replacement of Terrell State Hospital. The motion was seconded by Councilmember Patterson and passed 7/0.

22. Consider and take appropriate action on a Memorandum of Understanding between the City of Kaufman and the Kaufman County Sheriff's Department for the use and payment of the Flock cameras located in the downtown City of Kaufman Square and the old Kaufman County Courthouse; and authorizing the Mayor or his designee to execute necessary documents.

Sergeant Leftwich outlined the purpose of the Memorandum of Understanding for the Flock Camera System. He explained to the Council the impact that the system has had on the community.

Councilmember Gillenwater made a motion to approve the Memorandum of Understanding with the Kaufman County Sheriff's Department. The motion was seconded by Councilmember Patterson and passed 7/0.

APPOINTMENT

23. Consider and take appropriate action on the appointment of three (3) members to the Parks and Recreation Board for a two (2) year term to expire March 2025 and four (4) members to the Parks and Recreation Board for a one (1) year term to expire March 2024.

Ms. Hanks reviewed the appointments for the Parks and Recreation Board. She informed the Council about the oversight of the term expirations and explained why the recommendation to stagger the appointments is necessary.

Mayor Jordan made a motion to appoint Robert Williams, Tori Hitzfeld, and Lori Gutierrez to the Parks and Recreation Board for a two (2) year term to expire in March 2025 and appoint Lester Camp, Jessica Bethurum, Shannon Prox, and Sergio Castaneda for a one (1) year term to expire

March 2024. The motion was seconded by Councilmember Phillips and passed 7/0.

24. Consider and take appropriate action on the appointment of three (3) members to the Keep Kaufman Beautiful Board for a two (2) year term to expire March 2025 and three (3) members to the Keep Kaufman Beautiful Board for a one (1) year term to expire March 2024.

Ms. Hanks reviewed the appointments for the Keep Kaufman Beautiful Board. She informed the Council about the oversight of term expirations and explained why the recommendation to stagger the appointments is necessary.

Mayor Jordan made a motion to appoint Fallon Way, Stacia Duggan, and Vanessa Hurst to the Keep Kaufman Beautiful Board for a two (2) year term to expire March 2025 and appoint Beth Ray, Emilee Martin, and ShannAn Jaisen to the Keep Kaufman Beautiful Board for a one (1) year term to expire March 2024. The motion was seconded by Councilmember Phillips and passed 7/0.

ANNOUNCEMENTS AND REPORTS FROM CITY MANAGER

25. Receive an update and discussion regarding the following:

    a. Council Retreat- April 10 & 11 at 6 PM

    b. Easter Event- April 1

    c. Discussion Items Report (DIR)

    d. STAR Transit Ridership Report- February 2023

    e. Careflite Compliance Report- February 2023

    f. Fire Department Monthly Report- February 2023

    g. Police Department Monthly Report- February 2023

    h. Development Services Monthly Report- February 2023

    i. Monthly Calendars Attached

Mr. Holder gave the Council an update on the above-stated items.

ADJOURNMENT

There being no further business, Mayor Jordan adjourned the meeting at 7:58 PM.

JEFF JORDAN
MAYOR

ATTEST:

JESSIE HANKS
CITY SECRETARY

Meeting Date: 4/24/2023 **Date: 04/19/2023** **Item #: 9.** **Dept.: Administration**

Consent Agenda

SUBJECT:

Consider and take appropriate action on the minutes from the April 10-11, 2023, City Council Planning Retreat.

BACKGROUND:

See the attached minutes.

Author: Jessie Hanks, City Secretary

Reviewed: Mike Holder, City Manager

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

Recommendation: Staff recommends approval of the minutes from the April 10-11, 2023, City Council Planning Retreat.

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

MINUTES OF THE
KAUFMAN CITY COUNCIL PLANNING RETREAT
COMMENCE ON MONDAY, APRIL 10, 2023 – 6:00 P.M.
CONTINUED ON TUESDAY, APRIL 11, 2023 – 6:00 P.M.
CITY HALL COUNCIL CHAMBERS
209 S. WASHINGTON STREET
KAUFMAN, TEXAS 75142

COUNCIL/MANAGEMENT RETREAT

MONDAY APRIL 10, 2023, 6:00 P.M

5:30 p.m. – Dinner

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 meeting to order at 6:00 pm. Councilmembers Carole Aga, Patty Patterson, Jeff Jordan, Lisa Parker, Charles Gillenwater, Quattro Borders, and Matt Phillips were present. Mayor Jordan declared a quorum present.

Also present were City Manager Mike Holder, City Secretary Jessie Hanks, Interim Human Resources Coordinator Sharna Ellis, Finance Director Mary Wennerstrom, KEDC Executive Director Stewart McGregor, Development Services Director Andrew Bogda, Public Works Director Tim Hopwood, Fire Chief Ronnie Davis, Fire Captain Jeremy Hatcher, and Police Chief Les Edwards.

The following election candidates were also present: Jason Nelson and Ashlea Longenecker.

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.

CONVENE TO COMMENCE COUNCIL RETREAT SESSION. Council will discuss items posted on this agenda and provide direction to staff, but no action will be taken by the Council, unless the item is expressly posted for Council action. Any item for which a vote

of the Council is required will be posted on a future Council agenda to allow for public input.

1. 6:00 p.m. – Opening Comments– *Mike Holder & Mayor Jeff Jordan*

   Mayor Jordan welcomed everyone and requested the two election candidates, Jason Nelson and Ashlea Longenecker, to introduce themselves. Mr. Holder discussed the logistics of the Council Retreat.

2. 6:15 p.m. – Strategy Map, Performance Measures, Hits & Misses, DIR Review – *Mike Holder*

   Mr. Holder outlined the strategy map, performance measures, hits & misses, and discussion item report with the Council.

   a. Organizational Development

      Mr. Holder reviewed his management priorities for the staff, the ICEDD acronym, and the organizational development since his start as City Manager.

3. 6:45 p.m. – Development Projects Update & Future Development Priorities– *Andrew Bogda*
   a. Active Developments
      i. Georgetown at Kings Fort
      ii. Prairie Creek Estates Phase 3
      iii. South Pointe
      iv. Five Points
      v. Kaufman ISD – 85 ac. on SH 243
      vi. Highland Meadows
      vii. Juniper Pointe
      viii. Kings Fort multi-family site
      ix. Kings Fort hotel site
   b. Other Developments
      i. Freeman Farm
      ii. Enclave at Kings Fort
      iii. Windsor Park 2/Kings Creek Ranch

Council took a break at 7:30 pm and reconvened at 7:45 pm.

   c. Subdivision Ordinance
   d. Comprehensive Plan
      i. Land Use Plan
      ii. Thoroughfare Plan
      iii. Housing
      iv. Lot Sizes & Density

v. Corridor Planning
    1. US 175
    2. Washington St. Corridor
    3. Washington & Houston intersection
vi. Neighborhood Planning
    1. Older Parts of Town/Infill
    2. New Developments
vii. Economic Development & Industrial Zoning
viii. Utility Planning
ix. Parks and Trails
x. Public Art

e. Zoning Ordinance Updates
    i. Murals & Ghost Signs
    ii. Donation Bins
    iii. Central Business District Expansion / Business Transition Zoning
    iv. Residential Neighborhood Design Standards
    v. Architectural Design Standards
        1. Residential
        2. Commercial
    vi. Lot Coverage
    vii. Permitted Uses (esp. commercial & industrial zoning districts)
    viii. Signage

Mr. Bogda gave Council an update on the above-stated development projects. There was a discussion regarding the Council desire to focus on the products going into the proposed developments as opposed to the lot size solely.

4. 7:30 p.m. – TIRZ Discussion – *Mike Holder*
    a. Future TIRZ Participation Percentages

    Mr. Holder reviewed the self-financing tools that are available to local governments. There were discussions regarding the current TIRZ zones, the participation rates, the current commitments, and future considerations for potential additional TIRZ. He gave an update on TIRZ #2 as it relates to South Pointe.

5. 7:45 p.m. – KEDC Mid-year Update – *Stewart McGregor*
    a. Overview of Kaufman EDC
    b. KEDC Recent/Upcoming Projects
    c. Overview of Existing Industry Base
    d. Future Commercial/Industrial Land Use & Major Land Tracts
    e. Business & Industry Visioning

Mr. McGregor gave the Council a mid-year update for the Kaufman Economic Development Corporation. He reviewed the major challenges for Kaufman, and the recent and upcoming projects that KEDC has done. He compared the

existing and targeted industries for Kaufman. He outlined recent deals that have happened in the area. He identified key properties in the city for potential developments. There was a discussion regarding the business/industry impact and visioning.

6. 8:15 p.m. – Legislative Update – *Stewart McGregor*

   Mayor Jordan stated this item would be discussed when the meeting is reconvened on Tuesday, April 11, 2023.

RECESS MEETING – APPROXIMATELY 8:30 – 9:00 P.M.

Mayor Jordan recessed the Council Retreat at 9:13 pm.

TUESDAY, APRIL 11, 2023, 6:00 P.M.

5:30 p.m. – Dinner

RECONVENE TO CONTINUE THE COUNCIL RETREAT SESSION AND ANNOUNCE A QUORUM PRESENT. Council will discuss items posted on this agenda as well as continue discussion of those items posted on Monday, April 10, 2023, meeting for which Council did not commence or conclude discussion prior to declaring the Monday, April 10, 2023, meeting in recess. No action will be taken by the Council on any agenda items unless the item is expressly posted for Council action.

Mayor Jordan called the meeting to order at 6:02 pm. Councilmembers Carole Aga, Patty Patterson, Jeff Jordan, Lisa Parker, Charles Gillenwater, and Quattro Borders were present. Councilmember Matt Phillips was absent. Mayor Jordan declared a quorum present.

Also present were City Manager Mike Holder, City Secretary Jessie Hanks, Interim Human Resources Coordinator Sharna Ellis, Finance Director Mary Wennerstrom, KEDC Executive Director Stewart McGregor, Development Services Director Andrew Bogda, Public Works Director Tim Hopwood, Fire Chief Ronnie Davis, Fire Captain Jeremy Hatcher, and Police Chief Les Edwards.

The following election candidates were also present: Jason Nelson and Ashlea Longenecker.

COUNCIL RETREAT SESSION

6. 8:15 p.m. – Legislative Update – *Stewart McGregor*

   Mr. McGregor gave the Council an update on the current bills that the state legislators are considering that would directly affect local governments.

7. 6:00 p.m. – Financial Review – *Mary Wennerstrom*
    a. Current FY Operations & Fund Balance Review
    b. Debt Services Review
    c. KCAD Preliminary Projections – FY24

    Ms. Wennerstorm gave the Council an update on the current Fiscal Year operations and Fund balances. There were discussions regarding debt services, sale tax funds, and the ARPA funds distribution. Ms. Wennerstrom presented the preliminary property values for the upcoming fiscal year. There were discussions regarding the median increases countywide, and the increase in market value for properties.

Council took a break at 7:00 pm and reconvened at 7:15 pm.

8. 7:00 p.m. – Capital Improvement Projects – *Mike Holder*
    a. 5-year Capital Improvement Plan
    b. Current & Future Capital Improvement Projects

    Mr. Holder updated the Council on various Capital Improvement Projects that city has completed or started in the last year including the Wastewater Treatment Plant Improvements, Melody Circle Drainage, and other street reconstruction projects. He reviewed the current Capital Improvement Project financial obligations.

9. 7:30 p.m. – Park Projects – *Mike Holder*
    a. Shannon Park

        Mr. Holder stated the grand opening for this project is being planned for May. He updated the Council on the progress with the construction.

    b. City Lakes Park

        Mr. Holder gave an update regarding the proposed improvements for City Lakes Park including the grant funds and donations/sponsorships for the inclusive playground.

    c. Kings Fort Park

        Mr. Holder outlined the progress with the planning for the Kings Fort Park development.

10. 8:00 p.m. – City-wide Staffing Update – *Mike Holder*

    Mr. Holder reviewed the current staffing needs for the city. There was discussions regarding the Fire Department staffing.

11. 8:15 p.m. – FY24 Budget and Tax Rate Strategies – *Mike Holder*

    There were discussions about the Tax Rate Strategy for FY24, the projects Council would like to see come forward during the budget process, and potential means of paying for those projects.

ADJOURNMENT

There being no further business, Mayor Jordan adjourned the meeting at 8:29 p.m.

JEFF JORDAN
MAYOR

ATTEST:

JESSIE HANKS
CITY SECRETARY

Meeting Date: 4/24/2023 **Date: 04/18/2023** **Item #: 10.** **Dept.: Administration**

Consent Agenda

SUBJECT:

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

BACKGROUND:

This agreement was previously brought before the Council and was approved on October 24, 2022, pending final legal review by both parties. This agreement has subsequently changed in various respects. Therefore, it needs to be brought back before the Council for consideration.

Author: Mike Holder, City Manager

Reviewed: Mike Holder, City Manager

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

Recommendation: Staff recommends approval of the Interlocal Development Agreement for Water and Sewer Lines and Roadways between Kaufman Independent School District and the City of Kaufman.

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

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

STATE OF TEXAS §
§
COUNTY OF KAUFMAN §

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

W I T N E S S E T H :

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

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

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

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

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

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

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

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

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

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

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

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

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

I.
BASIC AGREEMENT TERMS

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

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

a. Design, construct and manage the Project per the City ordinances and regulations using one or more of the public procurement methods required by law, as chosen by the District, which may include the District's use of a construction manager agent;

b. Furnish the City with preliminary plans and specifications for review, comment and approval;

c. Furnish the City with final plans and specifications for review, comment and approval;

d. Resolve any claims and disputes with contractors;

e. Require customary warranties;

f. Transfer any and all warranties to the City upon City acceptance of infrastructure improvements and listing the City as dual obligee on maintenance bonds;

g. Provide the City with as-built drawings and plans; and

h Bear all legal, attorney, and court costs associated with negotiations or the use of eminent domain to secure any necessary easements under this Agreement.

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

1.04 Timely Completion. Each Party will endeavor to timely complete such Party's responsibilities with respect to the acquisition and construction of the applicable roadways and water and sewer lines prior to public occupancy of the buildings on the New School Campuses, including obtaining necessary easements and rights of way for the construction and installation of the roadways and water and sewer lines. The elementary school portion of the New School Campuses is intended by the District to be completed and open for public occupancy on or before August, 2024, subject to easement acquisitions, water service being delivered to the Project, and a successful bond election.

1.05 Each Party's Specific Design, Acquisition, and Construction Obligations. The Parties agree to the following:

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

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

c. W-1 and W-2 Lines. The District agrees to acquire for dedication to the City, at District's sole cost and expense subject only to the reimbursement expressly provided herein, all easements or other real property interests required by City for a public right-of-way or easement to be designed and constructed by the District, subject to City approval, to complete (1) the 12" water lines along the northwest and northeast boundaries of the Land and extending to the existing 10" water line along FM 2727 as indicated by dark blue solid lines and labeled as "W-2" on the Proposed Water exhibit attached hereto as Exhibit 4 (the "Proposed Water Plan") and (2) the 12" water line extending from State Hwy 34 to Street A/City Road 1 as indicated by the red striped line labeled as "W-1" on the Proposed Water Plan.

d. SS-1 and SS-2 Sewer Lines. The District agrees to acquire for dedication to the City, at District's sole cost and expense subject only to the reimbursement expressly provided herein, all easements or other real property interests required for a public right-of-way or easement for the purpose of design and construction by the District, subject to City approval, of: (1) the 8" sewer line along the northwest boundary of the Land as indicated by a green solid line labeled as "SS-1" on the Proposed Sewer exhibit attached hereto as Exhibit 5 (the "Proposed Sewer Plan"), and (2) the 12" sewer line labeled as "SS-2" and indicated by a yellow thin-striped line on the Proposed Sewer Plan.

e. SS-3 Sewer Line. The District agrees to acquire for dedication to the City, at District's sole cost and expense subject only to the reimbursement expressly provided herein, all easements or other real property interests required for a public right-of-way or easement for the purpose of design and construction by District of an eighteen inch (18") sewer line labeled as "SS-3" and indicated by an orange line with larger stripes on the Proposed Sewer Plan.

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

g. Installation of Roads and Water and Sewer Lines. Upon acquisition of the right-of-way or easements by District pursuant to the requirements of this Subsection 1.05, the District agrees to complete the construction of Street A/City Road 1 and Street B/City Road 2 and to provide fully installed and operational twelve inch (12") and eight inch (8") water and sewer lines, as and where indicated for the W-1, W-2, SS-1, and SS-2 lines described on the Proposed Water Plan and Proposed Sewer Plan, at District's cost and expense in accordance with the terms of this Agreement. The City will complete at its sole cost and expense the upsizing of the Upsize Water Line from the existing 8" water line to a 12" inch water line where indicated on the Proposed Water Plan.

h. Installation of SS-3 Sewer Line and Upsizing. In addition, once the necessary right-of-way or easements have been acquired, the District further agrees to construct and provide a fully installed and operational eighteen inch (18") sewer line where indicated for the SS-3 line labeled on the Proposed Sewer Plan attached hereto. The Parties acknowledge that an eighteen inch (18") sewer line in this location is larger than the District needs to service the New School Campuses, but the City has requested the installation of this oversized eighteen (18") sewer line in anticipation of future sewer service requirements in the area and will accordingly participate in the cost of such upsizing by paying the difference between the cost of materials for the upsized 18" sewer line and the cost of materials for the required 12" sewer line necessary for District's development.

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

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

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

amounts for easements and condemnation awards payable to the applicable landowner but excluding any acquisition costs for land required to upsize the Upsize Water Line) shall be paid proportionately by the parties as follows: 1/3rd by the District and 1/3rd by the City, with the remaining 1/3rd being collected by the City from the Neighboring Landowner (defined below). The City will cause the City's and Neighboring Landowner's share to be reimbursed to the District. In the event that the Neighboring Landowner does not connect to public services, the City will not be responsible to cause nor collect the Neighboring Landowner's share, and the District will not be reimbursed the Neighboring Landowner's share by the City.

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

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

City Engineer of nonconforming improvements, including the materials used and the methods of installation. The District further agrees to correct or cause its construction managers, contractors, and subcontractors to correct all nonconformities in accordance with the City Engineer's instructions. Should any work or construction of improvements or facilities on the Project, which has not been contemplated in the applicable project construction documents (plans and specifications) or this Agreement, become necessary due to site conditions, then the District shall be required to contact in writing (with a copy to the City) the City Engineer to determine how such work or construction should progress. The District further agrees to follow all reasonable recommendations and requirements imposed by the City Engineer in such instance. Addresses for points of contact are as follows:

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

And

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

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

And

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

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

the District with a written acknowledgment that all improvements and facilities are complete, have been inspected and approved and are accepted by the City.

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

II.
CITY'S RESPONSIBILITIES

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

2.02 Reimbursement. In consideration of the agreements and cross promises contained in this Agreement, conditioned upon District's fulfillment of all of its obligations under this Agreement, and conditioned upon City's final acceptance of the roadway, water and sewer lines for the Project in accordance with the terms of this Agreement, the City agrees to reimburse the District for the following costs which are currently estimates as identified in Exhibit 3, however, the Parties intend that final reimbursement be made upon actual costs as further described in this Agreement:

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

b. Thirty-three percent (33%) of the negotiated settlement amounts or compensation awards in acquiring any of the easements or other real property interests, the acquisition of which is the obligation of the District pursuant to the provisions above, including compensation awards associated with eminent domain proceedings (provided, however, that the right of way dedications the District is to provide to the City with respect Street B/City Road 2 and the District's half of Street A/City Road 1 shall be at the District's

sole cost and expense and the acquisition of the other half of Street A/City Road 1 shall be at the City's sole cost and expense);(iii) One hundred percent (100%) of the difference between the cost of materials for the upsized 18" sewer line and the cost of materials for the required 12" sewer line necessary for District's development (the "City's Sewer Upsize Cost"). For clarification purposes, the Parties understand and agree that City shall pay the difference between the actual materials costs incurred by the District for the eighteen inch (18") sewer line and the actual materials cost for the twelve inch (12") sewer line that is required to service the New School Campuses; and

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

The reimbursement payments due from City hereunder for District's costs in acquiring each easement, right-of-way, or other real property interest in accordance with this Agreement shall be made within thirty (30) days following the District's acquisition and recordation of the easement, right of way or other real property interest. City's reimbursement payment to District hereunder for District's costs of construction of each roadway (including Traffic Signals and Turn Lane Improvements), water line, or sewer line shall be due to District within thirty (30) days of the date of City's written acceptance of such public infrastructure in accordance with this Agreement. City's obligation to reimburse District shall be conditioned upon District submitting all of the District's invoices documenting the costs for such completion (as applicable) to City for review and approval. Such invoices shall detail the amounts expended by District and any offsets against such amounts, including without limitation reductions in payment resulting from the dedication of liquidated damages, and shall specifically list City's share of such costs, the District's share of such costs, and the Neighboring Landowner's Share (as defined below). Other than the collection from the Neighboring Landowner (defined below) of the Neighboring Landowner's Share (defined below) of the Project's expenses and the payment of such collected amounts to the District as set forth below, the reimbursement payments described herein shall be the City's sole financial participation in the costs incurred by District in connection with its obligations under this Agreement. The Parties understand and expressly agree that Neighboring Landowner is not a party to this Agreement, and that City shall not be liable to District for any amount due from Neighboring Landowner pursuant to this Agreement if the Neighboring Landowner never actually seeks to have its property connected to the Project's roadways, or to be connected to or serviced by the water and sewer lines constructed for the Project, and if as a result thereof, such payment amount is never actually collected by City from Neighboring Landowner.

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

the benefit received would unjustly enrich Neighboring Landowner unless Neighboring Landowner pays its proportionate share of the costs of the Project.

Accordingly, the City agrees to negotiate with Neighboring Landowner for the purpose of entering into a development agreement or amending any existing development agreement with such Neighboring Landowner for, among other purposes, the purpose of obtaining the Neighboring Landowner's covenant to pay the Neighboring Landowner Share (as defined below) of the costs expended by the District in completing the Project ("Neighboring Landowner Development Agreement"). Such Neighboring Landowner Development Agreement shall provide that the City will not permit the Neighboring Landowner Tracts to be connected to the Project's roadways, or to be connected to or serviced by the water and sewer lines constructed for the Project unless and until the Neighboring Landowner pays the City the Neighboring Landowner Share. The District's obligations under this Agreement shall be conditioned upon the Neighboring Landowner Development Agreement being executed by the City and the Neighboring Landowner in a form and content acceptable to the District. The City agrees to remit to District any portion of the Neighboring Landowner Share each time that City collects such amount from Neighboring Landowner. City agrees to remit payment of the collected Neighboring Landowner Share to District within thirty (30) days of collection of such payment by Neighboring Landowner. The Parties understand and agree that the intent is for the City to collect the full amount of the Neighboring Landowner Share in accordance with this Agreement and remit such amounts to District, but in the event the Neighboring Landowner never actually seeks to have its property connected to the Project's roadways, or to be connected to or serviced by the water and sewer lines constructed for the Project, and as a result, never pays the full amount of the Neighboring Landowner Share, City shall not be liable to District for any unpaid portions of costs incurred by District that are identified in this Agreement as due and payable by Neighboring Landowner. The City agrees to record the Neighboring Landowner Development Agreement in the official real estate records of the clerk of Kaufman County, Texas and to provide within such agreement that the obligations described therein shall run with the land of the Neighboring Landowner Tracts. The "Neighboring Landowner Share" shall be allocated for the following costs which are currently estimates as identified in Exhibit 3, however, the Parties intend that final reimbursement be made upon actual costs as further described in this Agreement:

a. one half (1/2) of the District's actual engineering fees and construction costs expended by the District in completing the SS-3 18" sewer line described on the Proposed Sewer Plan after deducting from such fees and costs the City's Sewer Upsize Cost (which upsize costs are to be reimbursed directly to the District by the City);

b. one half (1/2) of the District's actual engineering fees and construction costs expended by the District in completing the 12" sewer line labeled as SS-2 and depicted on the Proposed Sewer Plan;

c. one half (1/2) of the District's actual engineering fees and construction costs expended by the District in completing the W-1 12" water line described on the Proposed Water Plan;

d. one third (1/3rd) of the District's actual engineering fees and construction costs expended by the District in designing, installing, and obtaining TXDOT's approval of the Street A/City Road 1 Traffic Signal at the intersection of State Highway 243 and Street A/City Road 1;

e. one half (1/2) of the District's actual engineering fees and construction costs expended by the District in designing, installing, and obtaining TXDOT's approval of both the north bound and the south bound Turn Lane Improvements on State Highway 243 where it intersects with Street A/City Road 1; and

f. one third (1/3) of the negotiated settlement amounts or compensation awards expended to to acquire all the water line and sewer easements described above other than the costs to acquire any land for the upsizing of the Upsize Water Line.

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

III.
DISTRICT'S RESPONSIBILITIES

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

3.02 Professional Services. The District covenants and agrees to engage competent, experienced design professionals, including a registered public surveyor and a civil engineer licensed to practice in the State of Texas, to provide design, administration, management, oversight and inspection services pertaining to the roadway, water and sewer line to be constructed for the Project. Such services shall include not only design services, but also procurement phase and construction phase services. The design professionals engaged in furtherance of this Agreement shall be required to comply with all laws, rules, or regulations of applicable governmental authorities in order to meet or exceed the quality standards set by such applicable governmental

authorities. The design plan for the roadway, water line, and sewer lines to service the New School Campuses shall be a design that is mutually acceptable and agreed upon in advance by the District and the City that can adequately accommodate District requirements to service the New School Campuses and that complies with applicable City ordinances and TxDOT requirements.

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

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

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

to District within ten (10) days of the date that the Parties reach agreement regarding the total amount of Allowable Construction and Design Costs.

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

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

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

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

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

expense any suits or other proceedings brought against the City, its officers, agents, servants or employees, or any of them, on account thereof, and pay all expenses and satisfy all judgments which may be incurred or rendered against them or any of them in connection herewith.

IV.
COSTS

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

V.
TERM AND TERMINATION

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

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

VI.
CONDITIONS AND REPRESENTATIONS

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

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

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

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

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

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

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

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

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

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

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

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

VII.
REMEDIES

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

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

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

VIII.
NOTICES

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

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

With a Copy To: Patricia Adams, City Attorney
Messer Fort McDonald
6371 Preston Road Suite 200
Frisco Texas 75034

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

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

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

AND

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

IX.
MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9.16 Interpretation. Regardless of the actual drafter, the Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any party. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document

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

9.18 No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to the Parties hereto, their past or present officers, officials, employees, or agents, nor to create any legal rights or claim on behalf of any

third party. Neither party waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States to any claim by a third party.

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

KAUFMAN INDEPENDENT SCHOOL DISTRICT:

_____

Dr. Lori Blaylock, Superintendent
Date: _____

ATTEST:

_____

_____, Secretary of the Board of Trustees

APPROVED AS TO FORM:

_____

Jared Pace, Attorney for the Board of Trustees

CITY OF KAUFMAN, TEXAS:

_____

Jeff Jordan, Mayor
Date: _____

ATTEST:

_____

Jessie Hanks, City Secretary

APPROVED AS TO FORM:

_____

Patricia A. Adams, City Attorney

EXHIBIT 1
Description of the Land

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT 2
Proposed Site Plan

EXHIBIT 2

PROPOSED SITE PLAN

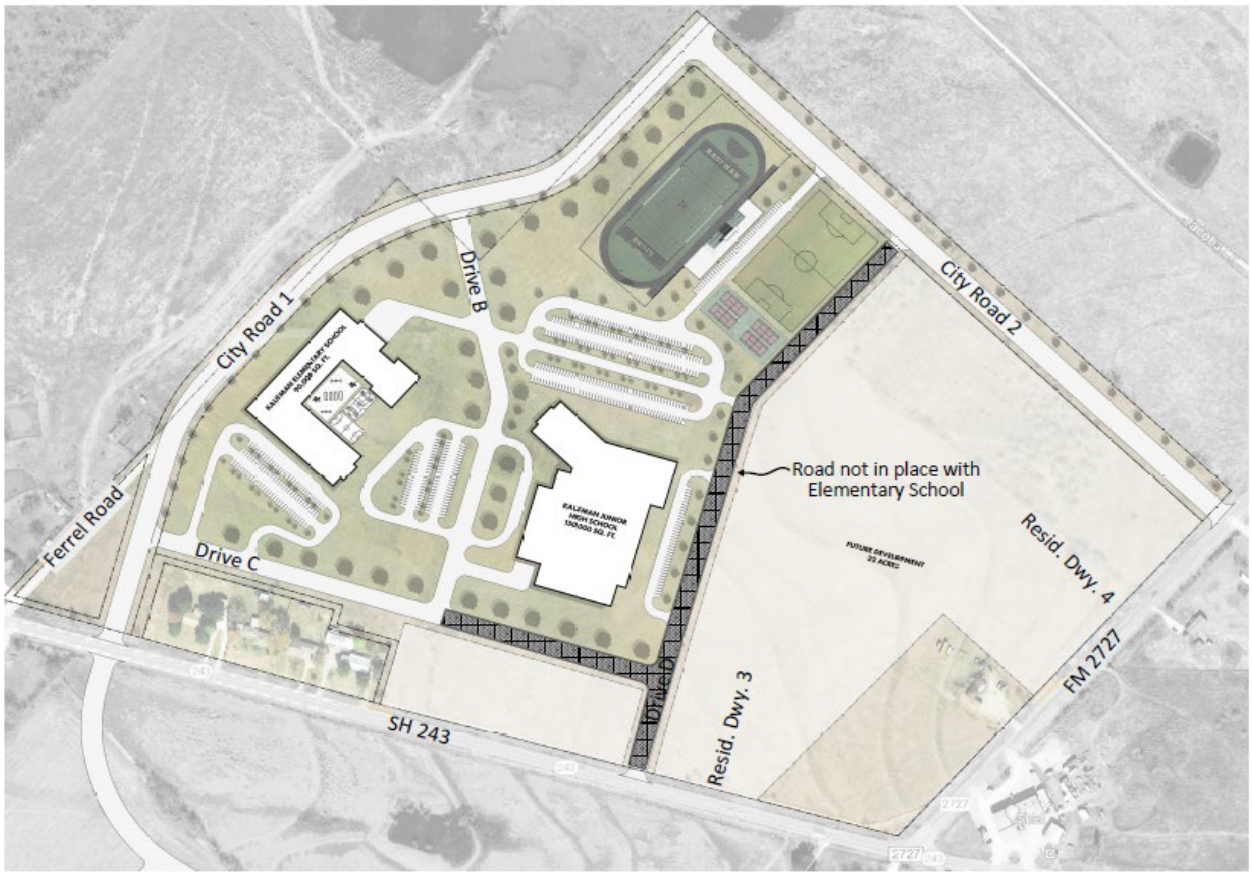


EXHIBIT 3
Overall Plan and Cost Estimates

(See Attached)

Water - Upsize Existing 8" to 12" 100% City Funded
12" Water - Wait and KISD Funded
SS-3 - 18" Sewer - KISD, Wait and City Funded.
SS-2 12" Sewer - Wait and KISD Funded
W-1
Proposed Turn Lane Improvements (SH 243)
SS-3
SS-2
Bill Wait Development (440 Homes)
Proposed Traffic Signal
Ameritex (200 Homes)
W-2
Kaufman ISD (New Elementary School)
SS-1
SS-1 8" Sewer 100% KISD
W-2
W-2
12" Water 100% KISD Funded
Proposed Traffic Signal (TxDOT)
Proposed Turn Lane Improvements (FM 2727)
Connect to Existing City of Kaufman 10" Water Line
CROWELL RD
TERRELL
ELIZABETH ST
MELODY CIR
OAK RD

CONCEPTUAL OPINION OF PROBABLE COST
for the
KAUFMAN ISD - OFFSITE INFRASTRUCTURE
10/20/2022
Prepared by Teague Nall and Perkins, Inc.

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

1 City of Kaufman, Wait and KISD shall equally participate in any/all easment and/or ROW acquisition costs.
2 Kaufman ISD shall provide eminent domain for any easments/ROW if necessary

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

WATER - City of Kaufman

WATER - CITY OF KAUFMAN

DESCRIPTION	QUANTITY	UNIT	UNIT COST	SUBTOTAL	100% KISD QUANTITY	100% KISD SUBTOTAL	KISD - Wait Split QUANTITY	KISD - Wait Split SUBTOTAL	Total QUANTITY	Total SUBTOTAL
WATER IMPROVEMENTS										
Mobilization, Insurance, Bonds (5%)	1	LS	$110,000	$110,000	63%	$ 69,109.95	37%	$ 40,890.05	100%	$ 110,000.00
					0	$ -	0	$ -		
					0	$ -	0	$ -		
12" PVC Water Main (NORTH COLLECTOR AND 2727 CONNECTION STREET) KISD	4,350	LF	$144	$626,400	4,350	$ 626,400.00	0	$ -	4,350.00	$ 626,400.00
12" PVC Water Main (FM 243) KISD/Wait	3,550	LF	$144	$511,200	0	$ -	3,550	$ 511,200.00	3,550.00	$ 511,200.00
12" PVC Water Main (North FM 2727 - KISD)	1,400	LF	$144	$201,600	1,400	$ 201,600.00	0	$ -	1,400.00	$ 201,600.00
						$ -	0	$ -		
						$ -	0	$ -		
						$ -	0	$ -		
					0	$ -	0	$ -		
12 PVC Water By Bore	250	LF	$460	$115,000	250	$ 115,000.00	0	$ -	250.00	$ 115,000.00
12" Gate Valve	11	EACH	$5,300	$58,300	8	$ 42,400.00	3	$ 15,900.00	11.00	$ 58,300.00
8" Gate Valve	9	EACH	$3,100	$27,900	8	$ 24,800.00	1	$ 3,100.00	9.00	$ 27,900.00
6" Gate Valve	2	EACH	$2,875	$5,750	0	$ -	2	$ 5,750.00	2.00	$ 5,750.00
DJ. Fittings	20	TON	$8,600	$172,000	12.57	$ 108,062.83	7.43	$ 63,937.17	20.00	$ 172,000.00
Fire Hydrant Assembly	22	EACH	$6,200	$136,400	17	$ 105,400.00	5	$ 31,000.00	22.00	$ 136,400.00
Vacuum and Air Release Valve	1	EACH	$7,935	$7,935	1	$ 7,935.00	0	$ -	1.00	$ 7,935.00
Blow-off Valve	1	EACH	$9,800	$9,800	1	$ 9,800.00	0	$ -	1.00	$ 9,800.00
Connection to Existing System	1	EACH	$7,500	$7,500	1	$ 7,500.00	0	$ -	1.00	$ 7,500.00
Water Service (Long)	7	EACH	$3,300	$23,100	2	$ 6,600.00	5	$ 16,500.00	7.00	$ 23,100.00
Water Service (Short)	9	EACH	$2,400	$21,600	4	$ 9,600.00	5	$ 12,000.00	9.00	$ 21,600.00
Restore ROW/Easement (assume 30' wide disturbance)	286500	SF	$0.60	$171,900	180,000	$ 108,000.00	106,500	$ 63,900.00	286,500.00	$ 171,900.00
System Testing	9,550	LF	$2.30	$21,965	6,000	$ 13,800.00	3,550	$ 8,165.00	9,550.00	$ 21,965.00
Trench Safety	9,550	LF	$3.45	$32,948	6,000	$ 20,700.00	3,550	$ 12,247.50	9,550	$ 32,947.50
	$237		**Water Sub-Total:**	**$2,261,298**	62.83%	**$1,476,708**	37.17%	**$784,590**	100.00%	**$2,261,298**
☑ No Design			PROJECT SUBTOTAL	$2,261,297.50		$1,476,708		$784,590		$2,261,298
☐ Preliminary Design			CONSTRUCTION INFLATION 8% (+/-)	$180,903.80		$118,137		$62,767		$180,904
☐ Final Design			CONTINGENCY 20% (+/-)	$452,258.50		$295,341		$156,917		$452,259
			SUBTOTAL + CONTINGENCY + CONSTRUCTION INFLATION	$2,894,460		$1,890,185		$1,004,274		$2,894,460
			ROW/EASEMENT ACQUISITION	$0		$0		$0	-	$0
			ENGINEERING/SURVEY 12%	$347,334		$226,821		$120,512		$347,334
			TOTAL	**$3,242,000**		**$2,117,006**		**$1,124,786**		**$3,242,000**

$2,117,006	$562,392.85	$2,679,399.00
	$562,392.85	$562,392.85
	$3,241,791.86	

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

Sanitary Sewer - City of Kaufman

CITY OF KAUFMAN WASTEWATER

$69,260.80

DESCRIPTION	QUANTITY	UNIT	UNIT COST	SUBTOTAL	100% KISD		ISD/Wait 50%/50%		KISD/Wait/City		Total	
					QUANTITY	SUBTOTAL	QUANTITY	SUBTOTAL	QUANTITY	SUBTOTAL	QUANTITY	SUBTOTAL
Mobilization, Insurance, Bonds (5%)	1	LS	$65,000	$65,000	37%	$ 23,735.96	25%	$ 16,432.58	38%	$ 24,831.46	100%	$ 65,000.00
8" PVC Wastewater (ISD Tract)	2600	LF	$104	$270,400	2,600	$ 270,400.00		$ -		$ -	2,600.00	$ 270,400.00
12" PVC Wastewater (by bore) crossing FM 243	120	LF	$460	$55,200		$ -	120	$ 55,200.00		$ -	120.00	$ 55,200.00
12" PVC Wastewater (Between FM 243 and Wait S. PL)	1680	LF	$115	$193,200		$ -	1,680	$ 93,200.00		$ -	1,680.00	$ 193,200.00
15" PVC Wastewater (Between Wait S. PL and FM 1836)	2600	LF	$127	$330,200		$ -		$ -	2,600	$ 330,200.00	2,600.00	$ 330,200.00
18" PVC Wastewater (by bore) crossing FM 1836	120	LF	$546	$65,520		$ -		$ -	120	$ 65,520.00	120.00	$ 65,520.00
5.0' Diameter Wastewater Manhole	12	EACH	$9,800	$117,600	3	$ 49,000.00	3	$ 29,400.00	4	$ 39,200.00	12.00	$ 117,600.00
Connection to Existing System	1	EACH	$5,180	$5,180	0.00	$ -	1	$ -	-	$ -	1.00	$ 5,180.00
Restore ROW/Easement (assume 50' wide disturbance)	356000	SF	$0.60	$213,600	130,000	$ 78,000.00	90,000	$ 54,000.00	136,000	$ 81,600.00	356,000.00	$ 213,600.00
System Testing & T.V.	7120	LF	$4.60	$32,752	2,600	$ 11,960.00	1,800	$ 8,280.00	2,720	$ 12,512.00	7,120.00	$ 32,752.00
Temporary Erosion Control	1	LS	$12,000.00	$12,000	37%	$ 4,382.02	25%	$ 3,033.27	38%	$ 4,584.27	100%	$ 12,000.00
Trench Safety	7120	LF	$3.45	$24,564	2,600	$ 8,970.00	1,800	$ 6,210.00	2,720	$ 9,384.00	7,120.00	$ 24,564.00
	8195	**Sanitary Sewer Sub-Totals**		**$1,385,216**	32%	**$446,448**	26%	**$365,756**	41%	**$567,832**		**$1,385,216**
SUB-TOTAL						**$446,448**		**$365,756**		**$567,832**		**$1,385,216**
☑ 90% Design			PROJECT SUBTOTAL	$1,385,220.00		$446,448		$365,756		$567,832		$1,385,216
			CONSTRUCTION INFLATION 8% (1/4)	$110,817.60		$35,716		$29,261		$45,427		$110,817
☐ Preliminary Design			CONTINGENCY 20% (1/4)	$277,043.00		$89,289		$73,150		$113,565		$277,042
☐ Final Design			SUBTOTAL - CONTINGENCY	$1,773,081		$571,452		$468,167		$726,824		$1,773,073
			ROW/EASEMENT ACQUISITION	$0	0	$0		$0		$0	-	$0
			ENGINEERING/SURVEY 12%	$212,769		$68,573		$56,179		$87,218		$212,768
		TOTAL		**$1,986,000**		**$640,026**		**$524,346**		**$814,041**		**$1,986,000**
					KISD	$640,026		$262,173.05		$366,318.65		$1,268,517.40
					Wait			$262,173.05		$366,318.65		$628,491.70
					City					$81,404.14		$81,404.14

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

City Road 1 - Collector Road A

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

SUB-TOTAL

- [x] No Design
- [ ] Preliminary
- [ ] Final Design

PROJECT SUBTOTAL	$2,597,820.00
CONSTRUCTION INFLATION 8% (+/-)	$207,825.60
CONTINGENCY 20% (+/-)	$519,563.00
SUBTOTAL + CONTINGENCY	$3,325,209
ROW/EASEMENT ACQUISITION	$0
ENGINEERING/SURVEY 12%	$399,024
TOTAL	**$3,724,000**

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

City Road 2 - Collector Road B

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

SUB-TOTAL

- [x] No Design
- [ ] Preliminary
- [ ] Final Design

PROJECT SUBTOTAL	$2,224,950.00
CONSTRUCTION INFLATION 8% (+/-)	$177,996.00
CONTINGENCY 20% (+/-)	$444,989.00
SUBTOTAL + CONTINGENCY	$2,847,935
ROW/EASEMENT ACQUISITION	$0
ENGINEERING/SURVEY 12%	$341,751
TOTAL	**$3,190,000**

EXHIBIT 4
Proposed Water Plan

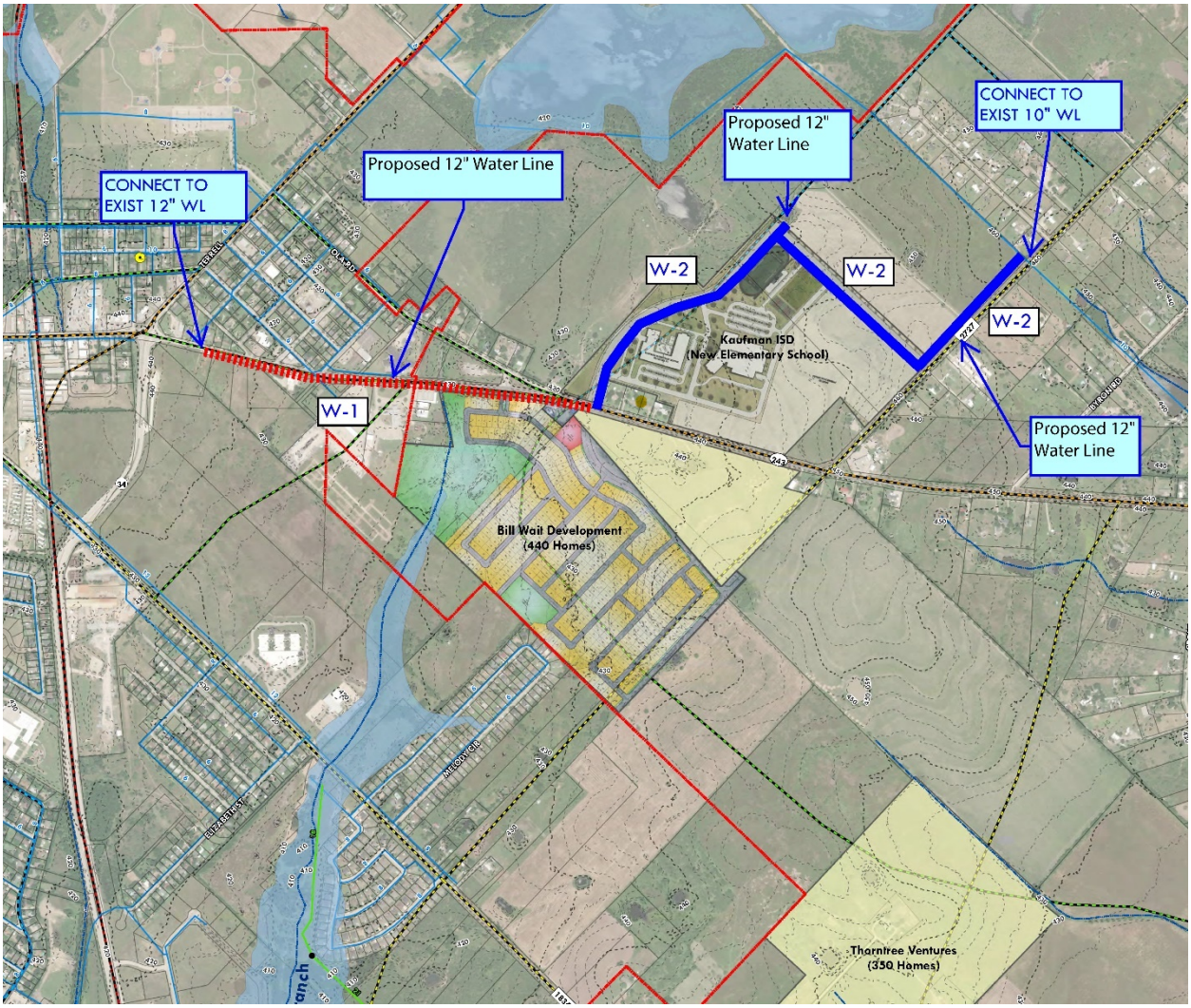


EXHIBIT 5
Proposed Sewer Plan

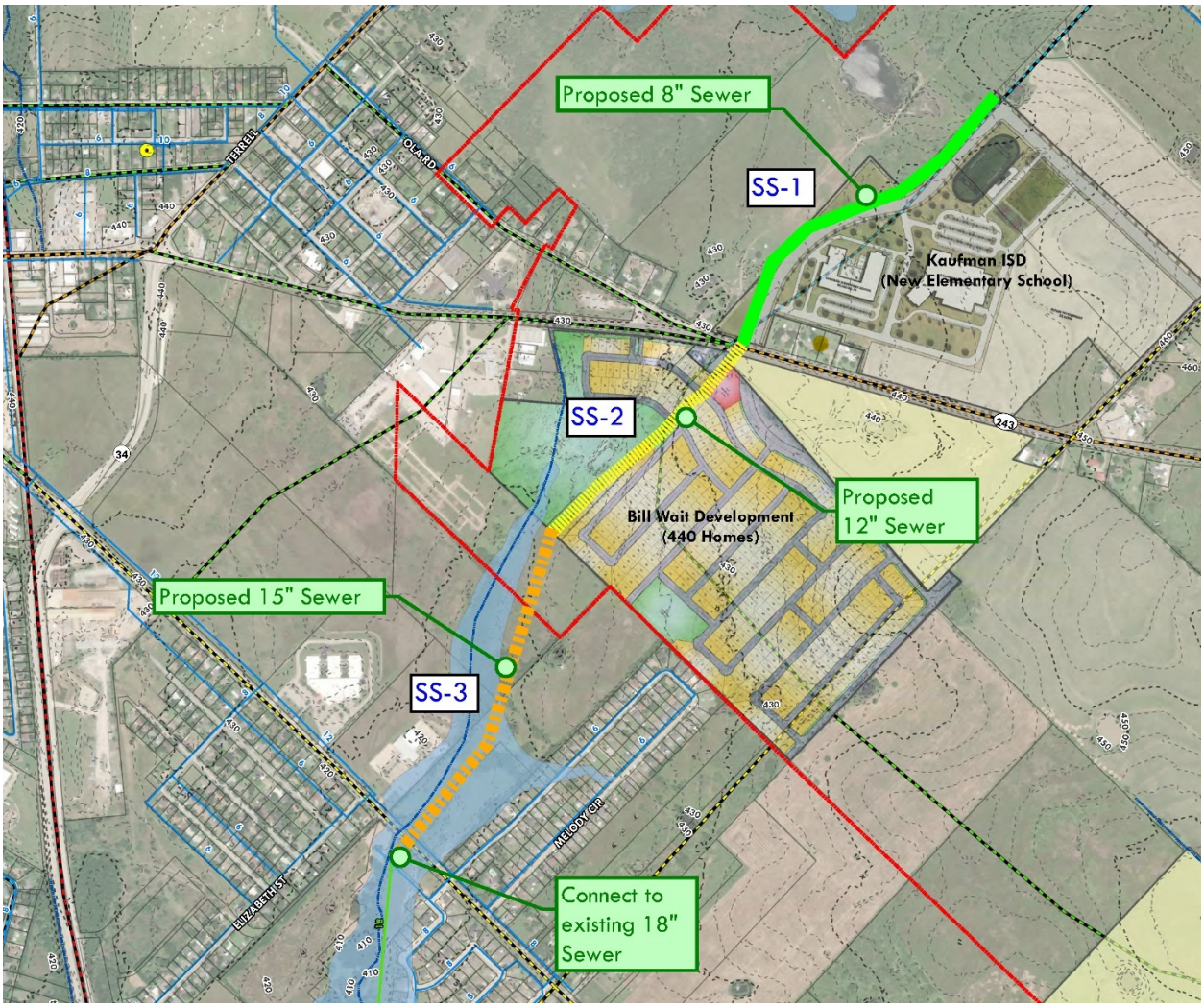


EXHIBIT 6
Turn Lane Improvements on Northbound and Southbound SH 243

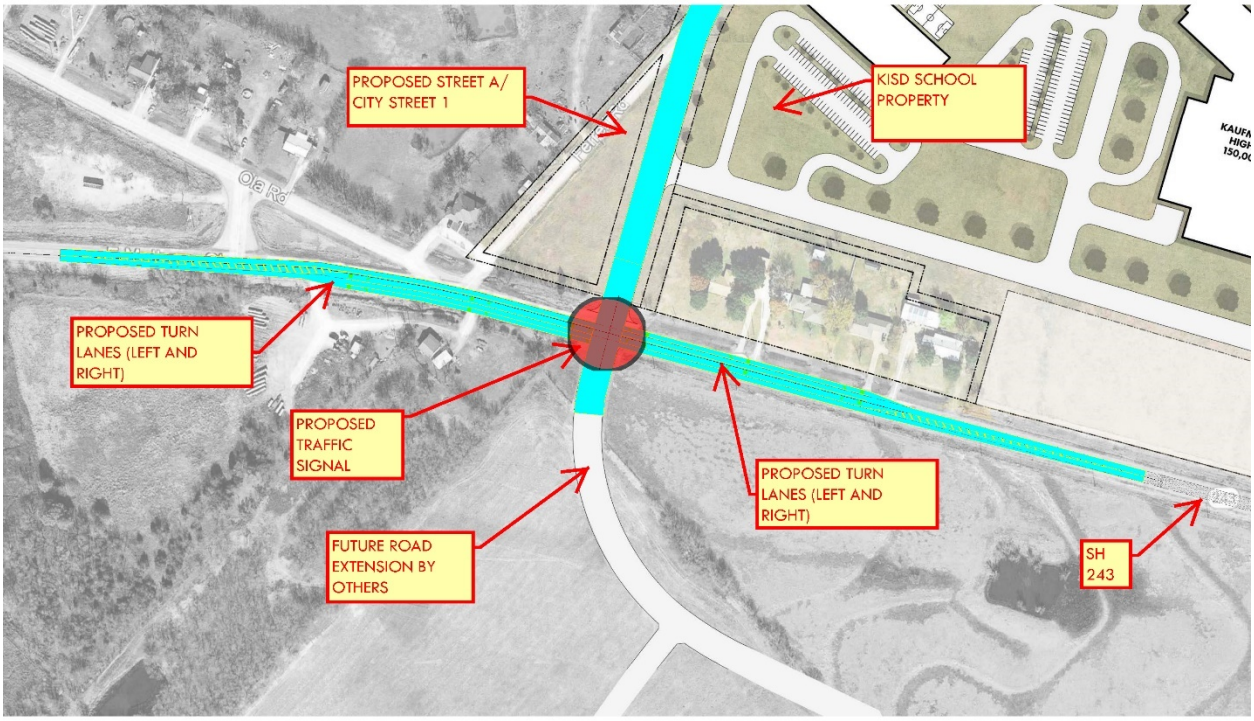


EXHIBIT 7
Turn Lane Improvements of FM 2727

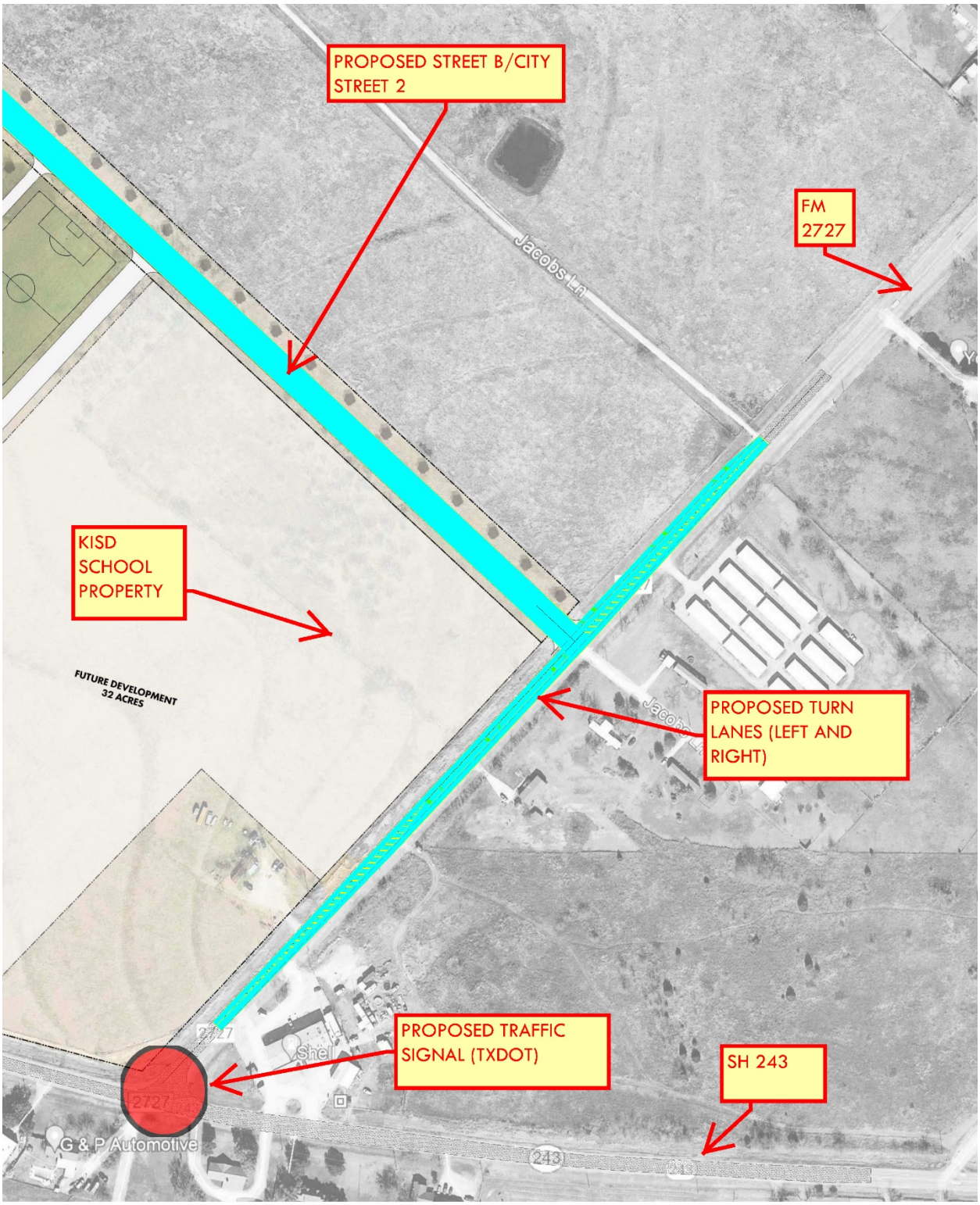


EXHIBIT 8
Neighboring Landowner Tracts

LEGAL DESCRIPTION:

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

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

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

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

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

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

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

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

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

THENCE North 43 degrees 25 minutes 44 seconds East, with the Northwesterly line of said Walther 78.821 acre tract and the Southeasterly line of Walther 15.00 acre tract and Howell 0.808 acre tract a distance of 155.84 feet to a 1/2" iron rod found for the North corner of said Walther 78.821 acre tract and being in the Southwesterly line of a called 33.307 acre tract conveyed to Susan Lea Burleson and Sharon Robertson recorded in Volume 3219, Page 306, Official Public Records of Kaufman County, Texas, (O.P.R.K.C.T.);

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

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

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

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

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

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

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

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

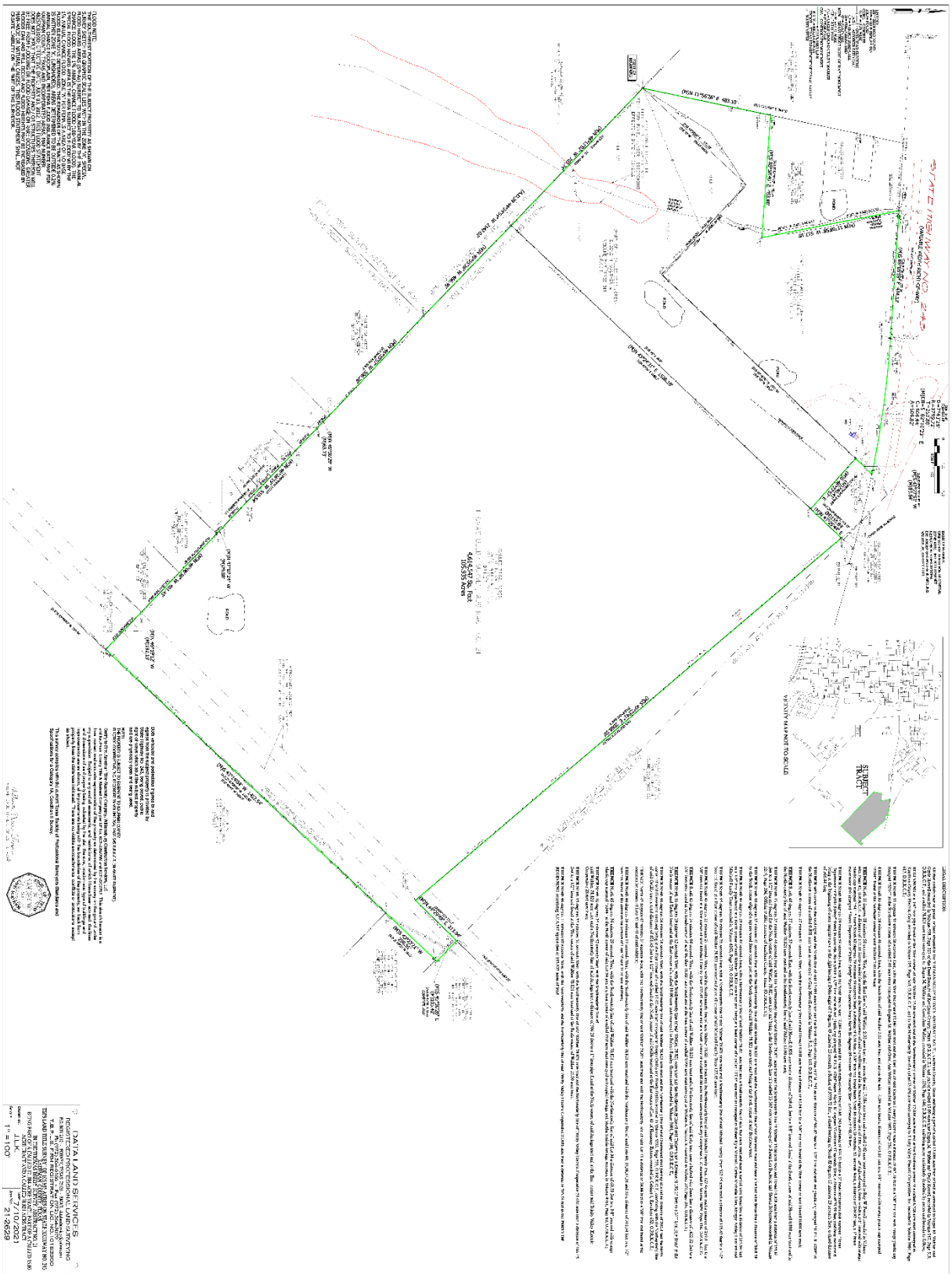
THENCE North 46 degrees 26 minutes 19 seconds West, with the Southwesterly line of said Walther 78.821 acre tract and with the Northeasterly line of said Lots 40, 39,38,37,36 and 35 a distance of 510.54 feet to a 1/2" iron rod found at the common lot corners of Lots 35 and 34 of said addition;

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

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

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

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


STATE HIGHWAY NO. 243
(PUBLIC RIGHT-OF-WAY)
VICINITY MAP
NOT TO SCALE
DAVIS LAND SERVICES
JLK
1" = 100'
21-2629
7/10/2021

Meeting Date: 4/24/2023 **Date: 04/20/2023** **Item #: 11.** **Dept.: Finance**

Consent Agenda

SUBJECT:

Consider and take appropriate action on Change Order #3 for the Kaufman WWTP Improvements Project with GTUA as submitted by Red River Construction Company.

BACKGROUND:

As Red River Construction Company has continued to make improvements, a couple of changes were proposed for the WWTP Improvements Project with GTUA. Change Order #3 (total contract adjustment of $22,490.12) was proposed and is expected to be the final change order of significance for Council's consideration.

At the request of the owner and engineer, the nature of changes proposed is to replace the manual davit crane with an electric crane. This proposed change will provide the plant operator with a more efficient method of pump removal for repairs and maintenance. The proposal includes electrical and grating modifications to accommodate and will cost an additional $7,782.77.

Additionally, Change Order #3 proposes to furnish and install two new gas alarm panels to facilitate proper operation of the new disinfection system. This will allow for better integration with the existing plant system and better disinfection control and will cost an additional $14,707.35.

Author: Mary Wennerstrom, Finance Director

Reviewed: Mike Holder, City Manager

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

Recommendation: Staff recommends approval of Change Order #3 for the Kaufman WWTP Improvements Project with GTUA as submitted by Red River Construction Company.

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

CHANGE ORDER No. 3

ENGINEER'S Project No.: **19018**
PROJECT: **GTUA/Kaufman Wastewater System Improvements – Kaufman WWTP Improvements**
CONTRACTOR: **Red River Construction Company**

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

TO: **Red River Construction Co.**
CONTRACTOR

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

GTUA on behalf of City of Kaufman
Owner

By: _____

Dated: _____

NATURE OF CHANGES:

1) Modify RAS/WAS davit crane (for pump removal) to electric operator crane. This change will provide the plant operator a more efficient method of pump removal for repairs and maintenance. This includes electrical and grating modifications to accommodate. (Add $7,782.77)

2) Furnish and install 2 new gas alarm panels to facilitate proper operation of the new disinfection system. This will allow for better integration with the existing plant system and better disinfection control. (Add $14,707.35)

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

Original Contract Price:	$ 3,318,803.00
Change Order No. 1:	$ (341,600.00)
Change Order No. 2:	$ 92,284.39
Change Order No. 3:	$ 22,490.12
New Contract Price:	$ 3,091,977.51
Percent Change:	6.9%

The Above Changes are Recommended for Approval:

Freeman-Millican, Inc.
Engineer

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

Dated: 20 APR 23

Red River Construction Co
Contractor

By: [signature]

Dated: 4/20/23

Contract Modification Request #1A

PROJECT:	**GTUA City of Kaufman WWTP Improvements**	PROJECT NUMBER	
OWNER:	**City of Kaufman, Texas**		TWDB #73847
CONTRACTOR:	**RED RIVER CONSTRUCTION CO.**		347
ENGINEER:	**Freeman-Millican, Inc.**		19018
REFERENCE:	**Electric Davit Crane @ RAS/WAS Pump Station**	Date:	Feb. 14, 2023

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

At the request of the owner and engineer, this proposal is to replace the manual davit crane with an electric davit crane. This proposal includes running electric conduit, wire, and a receptacle for the electric davit crane, the electric davit crane, and modifications to the RAS/WAS pump station grating. The Owner will retain the manual hoist.

1 LS	Electrical Conduit, Wire, Receptacle, & Labor		$1,534.00
		Subtotal:	**$1,534.00**
5%	Contractors Fee		$76.70
1.5%	Bond Fee		$24.16
		TOTAL:	**$1,634.86**

1 Ea.	Electric Winch (Model 4WP2-K)		$3,900.00
1 LS	Small Tools		$150.00
1 LS	Fuel		$150.00
1 LS	Welding Supplies		$75.00
1 LS	Safety Supplies		$10.00
1 LS	Water & Ice		$10.00
8 MH	Labor @ $26/Hr.		$208.00
8 MH	Welder @ $30/Hr.		$240.00
4 MH	Supervision @ $50/Hr.		$200.00
50%	Labor Burden		$324.00
		Subtotal:	**$5,267.00**
15%	Contractors Fee		$790.05
1.5%	Bond Fee		$90.86
		TOTAL:	**$6,147.91**

Proposal Total: $7,782.77

*****No additional days are being requested for this work**

Prepared by Red River Construction Company, Inc.

By: Steve Summerkamp

Steve Summerkamp, Project Manager

Steven Summerkamp

From: Peterson Pump and Motor Service <petecd@sbcglobal.net>
Sent: Thursday, February 9, 2023 8:41 PM
To: Steven Summerkamp
Subject: Re: Kaufman WWTP - Electric Davit Crane

Steve,

Electric winch is $3300 plus freight.
Lead time is 4-5 weeks

That does not include installation. We could install for $600(its mainly the trip out there...)

It will need a 120 volt outlet to plug into. That would have to be done by electrician.

Respectfully,

Dwight Peterson

Peterson Pump and Motor Service

972-333-5365

petecd@sbcglobal.net

On Monday, February 6, 2023 at 09:22:38 AM CST, Steven Summerkamp <steven.summerkamp@redriverconstruction.com> wrote:

Thank you

Thanks,

Steve Summerkamp, Project Manager

Office: 972-578-0127

Cell: 214-356-4930

H&H ELECTRICAL CONTRACTORS, INC.

8475 COUNTY ROAD 271, TERRELL, TX. 75160
Office: 972-524-0205 Fax # 972-524-1439
TDLR ELECTRICAL CONTRACTOR # 17190

Date: February 14, 2023

To: Red River Construction

Attn: Steven Summerkamp

Project: 2441 GTUA Kaufman Watse Water treatment Plant Improvements

RE: **CMR_6 Ras Was Electric Crane**

Scope: Conduit / Wire for Crane

Exclusions:
- Formed concrete work/ Concrete Paving

Proposed Total: $1,534.00

Pricing is valid for thirty (30) Days with letter of intent within ten (10) Days.
If you have any questions, Please do not hesitate to call.

Sincerely,

Kevin Clement
(972) 524-0205
Kevinhhelectric@outlook.com

Contract Modification Request #2

PROJECT:	**GTUA City of Kaufman WWTP Improvements**		PROJECT NUMBER
OWNER:	**City of Kaufman, Texas**		TWDB #73847
CONTRACTOR:	**RED RIVER CONSTRUCTION CO.**		347
ENGINEER:	**Freeman-Millican, Inc.**		19018
REFERENCE:	**Chemical Building Gas Alarm Panels and Signal Isolators**	Date:	Feb. 24, 2023

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

The chemical building needed two additional gas alarm panels to make the chemical system function as desired by the owner. Attached is our proposal to supply and install these two gas alarm panels.

2	Ea.	Gas Alarm Panels	$6,900.00	$13,800.00
			Subtotal:	**$13,800.00**
5%		Contractors Fee		$690.00
1.5%		Bond Fee		$217.35
			TOTAL:	**$14,707.35**

Proposal Total: $14,707.35

*****365 additional days are being requested for this work**

Prepared by Red River Construction Company, Inc.

By: Steve Summerkamp

Steve Summerkamp, Project Manager

H&H ELECTRICAL CONTRACTORS, INC.

8475 COUNTY ROAD 271, TERRELL, TX. 75160
Office: 972-524-0205 Fax # 972-524-1439
TDLR ELECTRICAL CONTRACTOR # 17190

Date: February 23, 2023

To: Red River Construction

Attn: Steven Summerkamp

Project: GTUA: Kaufman Wastewater Treatment Plant Improvements

RE: **CMR_3 chemical building**

Scope: Provide 2 Gas alarm Panels and Signal Isolators Per attached RLC SCOPE

Exclusions:

- Formed concrete work including: Lighting foundation, Antenna foundation
- Demo of structrural or foundation concrete
- Saw cutting or concrete work of any kind or paving or repair of paving
- **Removal / Installation of Light Pole**
- Saw cutting / replacing road 16" wide

Proposed Total: $13,800.00

Pricing is valid for thirty (30) Days with letter of intent within ten (10) Days.
If you have any questions, Please do not hesitate to call.

Sincerely,

David Lyles
(325) 338-3966
davidl@hhelectrical.biz

8115 Hicks Hollow
McKinney, TX 75071

Office: 972-542-7375
Fax: 214-733-8254

RLC Controls
SCADA, Security & Control Systems

City of Kaufman – Chemical Flow Pacing RFQ-001

RLC Controls is pleased to offer this scope of work for the modifications referenced above. Our scope of work will include the following equipment and services:

Equipment Provided:

- Qty 2 – Gas Alarm Panels (Complete)
- Qty 1 – Signal Isolator – 1 Input / 2 Outputs

Services Provided:

- Construct Gas Alarm Panels
- Install and Commission Equipment (Control Panels and Isolator)
- Validate for Accuracy

RFQ – Total Cost Addition: $13,800.00

1. Pricing does NOT include the following services and equipment:
    a. Furnishing or installation of any electrical power and specialty panels/products including switchgear, MCCs, distribution panels, AFD's/VFD's, disconnects, heat tracing, power monitor devices, etc.
    b. Physical installation of panel racks and related enclosures.
    c. Mechanical installation of in-line devices (flow meters, valves, etc.)
    d. Furnishing and installation of mechanical piping saddles/mating flanges/process taps and isolating valves required to connect field instrumentation.
    e. Concrete housekeeping/equipment pads
    f. "Civil" work including building and vessel modifications, asphalt demolition/patching, concrete foundations/piers, etc.
    g. Sales tax or bonding cost. Payment and/or Performance Bond pricing can be added by request.
2. Pricing includes all Per Diem and Travel Costs.
3. Pricing is based on progressive invoicing and to include payment for properly stored material. Payment terms to be net thirty days.
4. Bid valid for thirty (30) days.

8115 Hicks Hollow
McKinney, TX 75071

Office: 972-542-7375
Fax: 214-733-8254

MATERIAL PRICES MAY INCREASE DUE TO THE CURRENT MARKET. PRICE IS IN EFFECT AT TIME OF ORDER AND IS SUBJECT TO CHANGE, IF NOT RELEASED PRIOR TO THE 30 DAY MARK, MENTIONED ABOVE.

We sincerely appreciate this opportunity and look forward to a successful completion of this project.

Best Regards,

Michael Skelton
Chief Operations Officer
RLC Controls, Inc.

972-542-7375 X 212 Office
940-206-6128 Cell
michaelskelton@rlccontrols.com

Meeting Date: 4/24/2023 **Date: 04/11/2023** **Item #: 12.** **Dept.: Finance**

Ordinance

SUBJECT:

Consider and take appropriate action regarding Ordinance O-08-23, an ordinance of the City Council of the City of Kaufman, Texas, amending Ordinance No. O-24-22 adopting the City's 2022-2023 Fiscal Year Budget to balance Revenue Surplus, Expense Surplus, and Shortfall; and providing an effective date.

BACKGROUND:

Last year, the City Council approved $20,145,650 for the fiscal year 2022-2023 budget. Upon a recent review, staff indicated the need to amend several significant and unexpected revenue and expense line items within the budget that were incurred throughout the year. The attached chart details those recommendations and explanations for each suggested line item amendment. Additional funds are not being requested.

Author: Mary Wennerstrom, Finance Director

Reviewed: Mike Holder, City Manager

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

Recommendation: Staff recommends approval of Ordinance O-08-23 as presented.

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

CITY OF KAUFMAN, TEXAS

ORDINANCE NO. O-08-23

AN ORDINANCE OF THE CITY OF KAUFMAN, TEXAS AMENDING ORDINANCE NO. O-24-22, ADOPTING THE 2022-2023 FISCAL YEAR BUDGET, TO BALANCE REVENUE SURPLUS, EXPENSE SURPLUS, AND SHORTFALL; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR AMENDMENT TO THE 2022-2023 FISCAL YEAR BUDGET IN ACCORDANCE WITH EXHIBIT "A" HERETO; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the City Council adopted Ordinance No. O-24-22 adopting the 2022-2023 Fiscal Year Budget of the City of Kaufman, Texas (the "2022- 2023 Budget") and the City has been making expenditures and operating under the 2022-2023 Budget as required by law; and

WHEREAS, City Staff has submitted various amendments to the 2022-2023 Budget set forth in **Exhibit "A",** "FY 2023 Budget Amendments", a copy of which is attached hereto and incorporated herein; and

WHEREAS, the City Council has reviewed the proposed FY 2023 Budget Amendments and has determined that the proposed amendments are necessary and appropriate in order to accurately reflect revenue surplus, expense surplus, shortfalls and expenditures and should therefore be adopted;

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

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

SECTION 2. That the 2022-2023 Budget adopted by Ordinance No. O-24-22 is hereby amended as set forth more specifically in **Exhibit "A"** hereto, and all line items, expenditures and revenues not expressly amended as set forth in Exhibit "A" shall remain in full force and effect without amendment.

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

PASSED AND ADOPTED this 24th day of April 2023.

JEFF JORDAN
MAYOR

ATTEST:

JESSIE HANKS
CITY SECRETARY

APPROVED AS TO FORM:

PATRICIA A. ADAMS
CITY ATTORNEY

Exhibit "A"
FY 2023 Budget Amendments

General Fund

	Budget	Actual	% Collected	Projected	Budget Variance
Revenue					
Property Taxes	$ 3,052,700	$ 2,989,334	98%	$ 3,052,700	$ -
Sales Tax	$ 3,395,000	$ 1,756,615	52%	$ 3,466,615	$ 71,615
Mixed Beverage Tax	$ 12,360	$ 7,957	64%	$ 16,350	$ 3,990
Franchise Taxes	$ 599,125	$ 256,187	43%	$ 619,660	$ 20,535
Permits	$ 1,478,410	$ 270,586	18%	$ 1,411,750	**$ (66,660)**
Court Fines	$ 101,900	$ 58,968	58%	$ 101,900	$ -
Charges for Services	$ 531,780	$ 269,572	51%	$ 551,450	$ 19,670
Interest	$ 3,500	$ 1,935	55%	$ 3,500	$ -
Miscellaneous Revenue	$ 1,095,610	$ 283,862	26%	$ 1,059,620	$ (35,990)
	$ 10,270,385	**$ 5,895,016**	**57%**	**$ 10,283,545**	**$ 13,160**

General Fund

	Budget	Actual	% Collected	Projected	Budget Variance
Expenditures					
Mayor & Council	$ 24,130	$ 12,765	53%	$ 24,130	$ -
Administration	$ 2,754,845	$ 743,107	27%	$ 3,004,790	$ 249,945
City Secretary	$ 186,210	$ 87,152	47%	$ 183,320	$ (2,890)
Human Resources	$ 76,770	$ 36,820	48%	$ 62,660	$ (14,110)
Information Services	$ 227,195	$ 168,554	74%	$ 227,195	$ -
Facilities Management	$ 64,700	$ 38,865	60%	$ 65,500	$ 800
Finance	$ 367,810	$ 155,384	42%	$ 359,045	$ (8,765)
Public Safety - Police	$ 2,383,200	$ 958,403	40%	$ 2,269,705	$ (113,495)
Public Safety - Fire	$ 1,061,360	$ 569,543	54%	$ 1,063,860	$ 2,500
Convenience Station	$ 126,450	$ 54,614	43%	$ 130,650	$ 4,200
Street Maintenance	$ 945,040	$ 461,778	49%	$ 945,830	$ 790
Parks & Recreation	$ 1,339,250	$ 795,903	59%	$ 1,289,675	$ (49,575)
Planning & Development	$ 713,425	$ 273,026	38%	$ 657,185	$ (56,240)
	$ 10,270,385	**$ 4,355,914**	**42%**	**$ 10,283,545**	**$ 13,160**

Utility Fund

	Budget	Actual	% Collected	Projected	Budget Variance
Revenue					
Water Sales	$ 3,562,220	$ 1,564,119	44%	$ 3,476,250	$ (85,970)
Sewer Sales	$ 1,988,030	$ 1,002,557	50%	$ 2,035,000	$ 46,970
Fees	$ 508,100	$ 161,164	32%	$ 338,100	$ (170,000)
Interest Income	$ 3,000	$ 4,007	134%	$ 7,500	$ 4,500
Miscellaneous Revenue	$ 15,500	$ 6,857	44%	$ 20,000	$ 4,500
	$ 6,076,850	**$ 2,738,704**	**45%**	**$ 5,876,850**	$ (200,000)
Expenditures					
Administration	$ 1,091,550	$ 247,304	23%	$ 976,225	$ (115,325)
Information Services	$ 126,740	$ 56,593	45%	$ 126,740	$ -
WWTP Operations	$ 539,665	$ 136,411	25%	$ 539,665	$ -
Water Distribution	$ 2,595,915	$ 1,327,143	51%	$ 2,523,350	$ (72,565)
Metering	$ 135,565	$ 28,439	21%	$ 135,565	$ -
WW Collections	$ 216,800	$ 47,611	22%	$ 216,800	$ -
Prairie Creek Maintenance	$ 3,000	$ -	0%	$ 3,000	
Customer Service	$ 362,290	$ 153,262	42%	$ 354,650	$ (7,640)
Utility Fund Debt Service	$ 1,005,325	$ 663,964	66%	$ 1,000,855	$ (4,470)
	$ 6,076,850	**$ 2,660,727**	**44%**	**$ 5,876,850**	$ (200,000)

Storm Drainage Fund

	Budget	Actual	% Collected	Projected	Budget Variance
Revenue					
Drainage Service Fees	**$ 403,500**	**$ 186,560**	**46%**	**$ 385,000**	$ (18,500)
	$ 403,500	**$ 186,560**	**46%**	**$ 385,000**	$ (18,500)
Expenditures					
Operations	$ 64,845	$ 3,000	5%	$ 46,345	$ (18,500)
Storm Drainage Fund Debt Servi	$ 338,655	$ 268,172	79%	$ 338,655	$ -
	$ 403,500	$ 271,172	67%	$ 385,000	$ (18,500)

General Fund Revenues							
		YTD Actual	YTD Actual	FY23 Adopted		Proposed	Proposed
Account	Description	Only	with Encumbrances	Budget	Differences	Budget Amendments	Adjustment
01-4105-000-0	General Sales & Use	- 1,756,615.13	- 1,756,615.13	- 3,395,000.00	-1,638,384.87	-$3,466,615	-$71,615
01-4106-000-0	Mixed Beverage Tax	- 7,957.47	- 7,957.47	- 12,360.00	-4,402.53	-$16,350	-$3,990
01-4120-000-0	Franchise Tax-Electr	- 179,109.36	- 179,109.36	- 303,000.00	-123,890.64	-$310,000	-$7,000
01-4121-000-0	Franchise Tax-Phone	- 9,154.30	- 9,154.30	- 14,000.00	-4,845.70	-$16,000	-$2,000
01-4122-000-0	Franchise Tax-Cable	- 5,433.42	- 5,433.42	- 8,115.00	-2,681.58	-$14,000	-$5,885
01-4123-000-0	Franchise Tax-Natura	0.00		- 58,350.00		-$60,000	-$1,650
01-4124-000-0	Franchise Tax-Refuse	- 62,489.68	- 62,489.68	- 120,000.00	-57,510.32	-$124,000	-$4,000
01-4201-000-0	Liquor Permit	- 5,350.00	- 5,350.00	- 7,000.00	-1,650.00	-$8,350	-$1,350
01-4205-000-0	Mechanical Permit	- 2,113.61	- 2,113.61	- 20,000.00	-17,886.39	-$4,500	$15,500
01-4221-000-0	Building Permits	- 179,994.41	- 179,994.41	- 500,000.00	-320,005.59	-$455,000	$45,000
01-4222-000-0	Electric Permit	- 6,040.75	- 6,040.75	- 20,000.00	-13,959.25	-$12,500	$7,500
01-4226-000-0	Plumbing Permit	- 5,510.95	- 5,510.95	- 20,000.00	-14,489.05	-$11,000	$9,000
01-4229-000-0	Planning & Zoning Fe	- 11,696.15	- 11,696.15	- 14,510.00	-2,813.85	-$23,500	-$8,990
01-4401-000-0	Liens Collected	- 18,108.38	- 18,108.38	- 6,500.00	11,608.38	-$18,800	-$12,300
01-4430-000-0	Credit Card Convenie	- 9,383.71	- 9,383.71	- 9,500.00	-116.29	-$14,000	-$4,500
01-4500-000-0	Street Cut	- 3,500.00	- 3,500.00	- 2,130.00	1,370.00	-$4,000	-$1,870
01-4501-000-0	Brush Pickup/Removal	0.00		- 15,000.00		$0	$15,000
01-4502-000-0	Convenience Sta Char	- 7,907.50	- 7,907.50	- 13,500.00	-5,592.50	-$16,000	-$2,500
01-4504-000-0	Convenience Sta Char	- 55,091.72	- 55,091.72	- 95,000.00	-39,908.28	-$105,000	-$10,000
01-4505-000-0	Refuse Collection Ch	- 164,535.87	- 164,535.87	- 323,000.00	-158,464.13	-$328,000	-$5,000
01-4506-000-0	Recyclops Collection	- 2,592.00	- 2,592.00	- 6,500.00	-3,908.00	-$5,000	$1,500
01-4605-000-0	Transfer In	0.00		- 58,000.00		-$60,500	-$2,500
01-4606-000-0	Miscellaneous Revenu	- 147,539.35	- 147,539.35	- 10,000.00	137,539.35	-$1,000	$9,000
01-4609-000-0	Rents and Leases	- 2,400.00	- 2,400.00	- 1,290.00	1,110.00	-$4,800	-$3,510
01-4611-000-0	Insurance Proceeds	0.00		- 5,000.00		$0	$5,000
01-4622-000-0	HARVEST FEST Revenue	- 16,780.00	- 16,780.00	- 30,000.00	-13,220.00	-$17,000	$13,000
01-4624-000-0	Christmas on the Squ	- 4,977.60	- 4,977.60	- 20,000.00	-15,022.40	-$5,000	$15,000
General Fund Expenditures							
		YTD Actual	YTD Actual	FY23 Adopted		Proposed	Proposed
Account	Description	Only	with Encumbrances	Budget	Differences	Budget Amendments	Adjustment

01-5101-110-0	Salaries & Wages	114,381.90	114,381.90	267,415.00	153,033.10	$278,955	$11,540
01-5140-110-0	Texas Municipal Reti	21,861.89	21,861.89	48,950.00	27,088.11	$49,940	$990
01-5150-110-0	Social Security	18,161.91	18,161.91	21,355.00	3,193.09	$21,265	-$90
01-5160-110-0	Health Insurance	7,686.91	7,686.91	20,010.00	12,323.09	$15,340	-$4,670
01-5174-110-0	Auto Allowance	4,570.26	4,570.26	9,600.00	5,029.74	$10,600	$1,000
01-5176-110-0	Phone Allowance	1,003.31	1,003.31	2,100.00	1,096.69	$2,025	-$75
01-5331-110-0	Credit Card Merchant	5,408.67	5,408.67	7,000.00	1,591.33	$8,000	$1,000
01-5361-110-0	Professional Svcs-En	54,926.76	54,926.76	50,000.00	-4,926.76	$60,000	$10,000
01-5561-110-0	City Manager's Conti	1,469.65	1,720.99	75,000.00	73,279.01	$306,250	$218,090
01-5591-110-0	Budgetary Reserve	0.00		9,030.00	-9,030.00	$0	-$9,030
01-5614-110-K	Developer Agreement	142,115.73	142,115.73	155,000.00	12,885.00	$142,115	-$12,885
01-5615-110-B	380 Agreement	6,521.73	6,521.73	0	20,915.00	$20,915	$20,915
01-5160-120-0	Health Insurance	21.17	21.17	4,000.00	3,978.83	$2,850	-$1,150
01-5305-120-0	Licenses, Dues & Sub	1,466.15	1,466.15	1,250.00	-216.15	$1,500	$250
01-5309-120-0	Insurance & Bonds	41,648.78	41,648.78	45,000.00	3,351.22	$44,750	-$250
01-5330-120-0	Travel	912.10	912.10	750.00	-162.10	$915	$165
01-5420-120-0	Capital-Equipment	0.00	7091.94	9,000.00	1908.06	$7,095	-$1,905
		2,005.00					
01-5101-122-0	Salaries & Wages	12,757.61	6,380.00	27,900.00	21,520.00	$15,000	-$12,900
01-5140-122-0	Texas Municipal Reti	3,141.48	1,575.00	3,825.00	2,250.00	$3,500	-$325
01-5150-122-0	Social Security	1,682.25	845.00	2,135.00	1,290.00	$1,750	-$385
01-5160-122-0	Health Insurance	203.39	25.00	4,000.00	3,975.00	$2,500	-$1,500
01-5363-122-0	Professional Svcs-Te	2,790.70	2,790.70	2,500.00	-290.70	$3,500	$1,000
01-5102-130-0	Overtime	165.99	165.99	0		$350	$350
01-5322-130-0	Tuition & Education	400.00	400.00	500.00	100.00	$400	-$100
01-5323-130-0	Meals & Lodging	100.00	100.00	300.00	200.00	$100	-$200
01-5330-130-0	Travel	0.00	0	200.00	200.00	$0	-$200
01-5331-130-0	Credit Card Merchant	1,378.20	1,378.20	1,950.00	571.80	$2,100	$150
01-5203-140-0	Operating Supplies	2,367.87	2,367.87	1,700.00	-667.87	$2,500	$800
01-5101-150-0	Salaries & Wages	46,370.10	46,370.10	123,835.00	77,464.90	$116,635	-$7,200
01-5102-150-0	Overtime	2,060.04	2,060.04	1,800.00	-260.04	$3,500	$1,700
01-5140-150-0	Texas Municipal Reti	6,877.93	6,877.93	17,285.00	10,407.07	$16,215	-$1,070
01-5150-150-0	Social Security	3,960.71	3,960.71	9,645.00	5,684.29	$9,050	-$595
01-5160-150-0	Health Insurance	5,768.69	5,768.69	16,010.00	10,241.31	$14,410	-$1,600

01-5220-155-0	Minor Tools & Equipm	1,577.75	6,377.75	8,365.00	1,987.25	$10,130	$1,765
01-5301-155-0	Communications	33655.65	33655.65	51380	17724.35	$56,150	$4,770
01-5358-155-I	Maintenance-Office E	0.00		3,000.00		$0	-$3,000
01-5420-155-0	Capital-Equipment	0.00		3,535.00		$0	-$3,535
01-5230-161-0	Motor Fuel & Oil	1,783.74	1,783.74	8,040.00	6,256.26	$7,950	-$90
01-5593-161-0	Capital Lease Princi	3,556.26	3,556.26	6,755.00	3,198.74	$7,115	$360
01-5594-161-0	Capital Lease Intere	427.30	427.30	1,170.00	742.70	$900	-$270
01-5102-163-0	Overtime	7,391.86	7,391.86	7,430.00	38.14	$8,630	$1,200
01-5103-163-0	Certification Pay	582.14	582.14	2,400.00	1,817.86	$1,200	-$1,200
01-5150-163-0	Social Security	7,468.72	7,468.72	1,665.00	-5,803.72	$9,865	$8,200
01-5152-163-0	Worker's Compensatio	5,990.41	5,990.41	6,715.00	724.59	$5,990	-$725
01-5160-163-0	Health Insurance	7,730.05	7,730.05	24,010.00	16,279.95	$18,855	-$5,155
01-5230-163-0	Motor Fuel & Oil	2,503.71	2,503.71	10,320.00	7,816.29	$8,000	-$2,320
01-5101-164-0	Salaries & Wages	410,611.02	410,611.02	1,031,165.00	620,553.98	$944,065	-$87,100
01-5102-164-0	Overtime	42,672.05	42,672.05	40,000.00	-2,672.05	$82,000	$42,000
01-5103-164-0	Certification Pay	1,737.49	1,737.49	7,500.00	5,762.51	$5,500	-$2,000
01-5140-164-0	Texas Municipal Reti	63,409.07	63,409.07	147,255.00	83,845.93	$134,460	-$12,795
01-5150-164-0	Social Security	34,104.95	34,104.95	82,180.00	48,075.05	$75,060	-$7,120
01-5160-164-0	Health Insurance	53,359.53	53,359.53	132,065.00	78,705.47	$114,905	-$17,160
01-5593-164-0	Capital Lease Princi	37,633.25	37,633.25	89,540.00	51,906.75	$82,405	-$7,135
01-5594-164-0	Capital Lease Intere	7,158.07	7,158.07	9,895.00	2,736.93	$15,645	$5,750
01-5102-170-0	Overtime	26,535.99	26,535.99	20,000.00	-6,535.99	$28,160	$8,160
01-5103-170-0	Certification Pay	1,289.29	1,289.29	4,500.00	3,210.71	$3,000	-$1,500
01-5203-170-0	Operating Supplies	4,133.20	4,133.20	2,800.00	-1,333.20	$6,000	$3,200
01-5211-170-0	Protective Clothing	1,666.15	8,902.73	15,600.00	6,697.27	$12,400	-$3,200
01-5230-170-0	Motor Fuel & Oil	10,710.17	10,710.17	40,000.00	29,289.83	$25,000	-$15,000
01-5306-170-E	Utilities-Electric/W	3,201.39	3,201.39	5,000.00	1,798.61	$6,000	$1,000
01-5307-170-0	Natural Gas	335.19	335.19	3,000.00	2,664.81	$2,000	-$1,000
01-5350-170-0	Maintenance-Faciliti	1,996.45	1,996.45	10,600.00	8,603.55	$5,600	-$5,000
01-5593-170-0	Capital Lease Princi	70,966.84	70,966.84	77,505.00	6,538.16	$77,880	$375
01-5594-170-0	Capital Lease Intere	10,496.22	10,496.22	13,535.00	3,038.78	$11,500	-$2,035
01-5204-171-0	Chemical, Medical &	0.00		8,750.00	7,186.06	$0	-$8,750
01-5220-171-0	Minor Tools & Equipm	4,063.94	1,563.94	0		$4,065	$4,065
01-5355-171-0	Maintenance-Equipmen	18,969.99	63,169.96	53,600.00	-9,569.96	$75,785	$22,185

01-5362-181-0	Professional Svcs-Ad	54,247.81	54,247.81	124,000.00	69,752.19	$128,200	$4,200
01-5101-182-0	Salaries & Wages	179,064.81	179,064.81	432,520.00	253,455.19	$426,120	-$6,400
01-5102-182-0	Overtime	4,602.11	4,602.11	6,000.00	1,397.89	$8,505	$2,505
01-5203-182-0	Operating Supplies	2,462.97	2,462.97	4,800.00	2,337.03	$5,800	$1,000
01-5220-182-0	Minor Tools & Equipm	1,498.74	1,498.74	4,000.00	2,501.26	$5,000	$1,000
01-5307-182-0	Natural Gas	627.20	627.20	0		$1,000	$1,000
01-5353-182-0	Maintenance-Streets	32,283.72	54,711.42	90,000.00	35,288.58	$84,650	-$5,350
01-5354-182-0	Maintenance-Automoti	6,432.69	6,432.69	4,340.00	-2,092.69	$7,340	$3,000
01-5362-182-0	Professional Svcs-Ad	3,350.00	3,350.00	3,000.00	-350.00	$3,350	$350
01-5420-182-0	Capital Equipment	9,571.58	14,771.58	17,280.00	2,508.42	$14,775	-$2,505
01-5593-182-0	Capital Lease Princi	15,827.62	15,827.62	30,020.00	14,192.38	$32,945	$2,925
01-5594-182-0	Capital Lease Intere	3,391.32	3,391.32	4,170.00	778.68	$7,435	$3,265
01-5002-184-C	Festival Expense	21,513.31	21,528.10	20,000.00	-1,528.10	$21,500	$1,500
01-5002-184-H	Festival Expense	38,070.89	38,466.82	24,000.00	-14,466.82	$22,500	-$1,500
01-5102-185-0	Overtime	7,595.96	7,595.96	6,000.00	-1,595.96	$11,600	$5,600
01-5160-185-0	Health Insurance	26,439.35	26,439.35	64,030.00	37,590.65	$58,875	-$5,155
01-5202-185-0	Janitorial Supplies	2,732.34	2,732.34	6,000.00	3,267.66	$7,000	$1,000
01-5203-185-0	Operating Supplies	1,707.88	1,707.88	5,000.00	3,292.12	$5,500	$500
01-5206-185-0	Supplies-Community E	540.00	540.00	2,000.00	1,460.00	$2,450	$450
01-5220-185-0	Minor Tools & Equipm	960.96	960.96	6,000.00	5,039.04	$8,900	$2,900
01-5240-185-0	Botanical & Agricult	0.00		6,500.00		$6,000	-$500
01-5350-185-0	Maintenance-Faciliti	7,222.29	9,747.29	4,500.00	-5,247.29	$10,000	$5,500
01-5355-185-0	Maintenance-Equipmen	5,573.89	7,973.89	11,500.00	3,526.11	$12,800	$1,300
01-5420-185-0	Capital Equipment	27,638.66	37,637.66	78,000.00	40,362.34	$45,100	-$32,900
01-5460-185-0	Capital - Infrastruc	286,127.87	286,127.87	300,000.00	2,772.13	$286,150	-$13,850
01-5593-185-0	Capital Lease Princi	1,554.39	1,554.39	17,485.00	15,930.61	$4,000	-$13,485
01-5594-185-0	Capital Lease Intere	469.21	469.21	2,155.00	1,685.79	$1,220	-$935
01-5102-189-0	Overtime	579.75	579.75	0		$1,000	$1,000
01-5301-189-0	Communications	80.00	80.00	2,500.00	2,420.00	$600	-$1,900
01-5331-189-0	Credit Card Merchant	6.00	6.00	0	-6.00	$900	$900
01-5203-191-0	Operating Supplies	0.00		750.00		$100	-$650
01-5220-191-0	Minor Tools & Equipm	0.00		350.00		$100	-$250
01-5304-191-0	Printing & Reproduct	69.00	69.00	200.00	131.00	$100	-$100

01-5305-191-0	Licenses, Dues & Sub	0.00		755.00		$255	-$500
01-5322-191-0	Tuition & Education	100.00	100.00	1,540.00	1,440.00	$1,090	-$450
01-5354-191-0	Maintenance-Automoti	20.00	20.00	850.00	830.00	$500	-$350
01-5362-191-0	Professional Svcs-Ad	1,615.32	1,615.32	10,615.00	8,999.68	$9,000	-$1,615
01-5593-191-0	Capital Lease Princi	0.00		4,770.00		$4,505	-$265
01-5594-191-000	Capital Lease Interest			0.00		$890	$890
01-5101-192-0	Salaries & Wages	82569.01	82569.01	231545	148975.99	$191,795	-$39,750
01-5102-192-0	Overtime	1,373.35	1,373.35	0		$2,500	$2,500
01-5140-192-0	Texas Municipal Reti	11647.24	11647.24	31740	20092.76	$26,290	-$5,450
01-5150-192-0	Social Security	6385.84	6385.84	17715	11329.16	$14,675	-$3,040
01-5160-192-0	Health Insurance	11581.18	11581.18	32015	20433.82	$24,015	-$8,000
01-5203-192-0	Operating Supplies	173.49	493.49	1,800.00	1,306.51	$1,000	-$800
01-5304-192-0	Printing & Reproduct	517.85	517.85	1,450.00	932.15	$1,000	-$450
01-5305-192-0	Licenses, Dues & Sub	0.00		1,500.00		$1,100	-$400
01-5308-192-0	Liens Filed	336.00	336.00	600.00	264.00	$800	$200
01-5331-192-0	Credit Card Merchant	8,107.87	8,107.87	3,500.00	-4,607.87	$9,000	$5,500
01-5361-192-0	Professional Svcs-En	78,887.83	78,887.83	90,000.00	11,112.17	$100,000	$10,000
01-5362-192-0	Professional Svcs-Ad	2,527.50	2,527.50	14,500.00	11,972.50	$5,000	-$9,500
01-5363-192-0	Professional Svcs-Te	0.00		64,000.00		$63,375	-$625
01-5381-192-0	HIIP RMB	0.00		16,345.00		$15,830	-$515
01-5362-193-0	Professional Svcs-Ad	7,245.00	7,245.00	25,000.00	17,755.00	$22,380	-$2,620
01-5101-194-0	Salaries & Wages	4,403.85	4,403.85	48,935.00	44,531.15	$27,500	-$21,435
01-5140-194-0	Texas Municipal Reti	595.40	595.40	6,820.00	6,224.60	$3,800	-$3,020
01-5150-194-0	Social Security	329.92	329.92	3,805.00	3,475.08	$2,150	-$1,655
01-5152-194-0	Worker's Compensatio	1,996.47	1,996.47	360.00	-1,636.47	$2,000	$1,640
01-5160-194-0	Health Insurance	1,334.64	1,334.64	8,005.00	6,670.36	$5,340	-$2,665
01-5207-194-0	NEAT Supplies	0.00		300.00		$0	-$300
01-5230-194-0	Motor Fuel & Oil	0.00		2,000.00		$1,000	-$1,000
01-5354-194-0	Maintenance-Automoti	1,018.81	1,018.81	1,000.00	-18.81	$1,500	$500
03-4010-000-0	Hotel/Motel Tax	- 24,145.76	- 24,145.76	- 56,000.00	-31,854.24	-$57,050	-$1,050
03-5102-000-0	Overtime	386.50	386.50	0		$800	$800
03-5331-000-0	Credit Card Merchant	114.60	114.60			$250	$250

Utility Fund Revenues

		YTD Actual	YTD Actual	FY23 Adopted		Proposed	Proposed
Account	Description	Only	with Encumbrances	Budget	Differences	Budget Amendments	Adjustment
20-4001-000-0	Water Sales	- 1,564,118.98	- 1,564,118.98	- 3,562,220.00	-1,998,101.02	-$3,476,250	$85,970
20-4009-000-0	Water Tap Fees	- 20,221.00	- 20,221.00	- 27,000.00	-6,779.00	-$40,000	-$13,000
20-4013-000-0	Sewer Sales	- 1,002,557.39	- 1,002,557.39	- 1,988,030.00	-985,472.61	-$2,035,000	-$46,970
20-4015-000-0	Sewer Tap Fees	- 16,666.00	- 16,666.00	- 242,000.00	-225,334.00	-$42,000	$200,000
20-4107-000-0	Penalties & Late Fee	- 43,350.00	- 43,350.00	- 75,000.00	-31,650.00	-$85,000	-$10,000
20-4108-000-0	Service Disconnectio	- 16,275.00	- 16,275.00	- 39,500.00	-23,225.00	-$38,000	$1,500
20-4113-000-0	Water-Outside City A	- 20,517.23	- 20,517.23	- 37,000.00	-16,482.77	-$41,000	-$4,000
20-4426-000-0	Water Tower Lease Fe	- 13,000.08	- 13,000.08	- 30,000.00	-16,999.92	-$26,000	$4,000
20-4430-000-0	Credit Card Convenie	- 24,216.26	- 24,216.26	- 40,000.00	-15,783.74	-$48,500	-$8,500
20-4604-000-0	Interest Income	- 4,007.01	- 4,007.01	- 3,000.00	1,007.01	-$7,500	-$4,500
20-4606-000-0	Miscellaneous Revenu	- 6,819.92	- 6,819.92	- 2,500.00	4,319.92	-$7,000	-$4,500
			Utility Fund Expenditures				
		YTD Actual	YTD Actual	FY23 Adopted		Proposed	Proposed
Account	Description	Only	with Encumbrances	Budget	Differences	Budget Amendments	Adjustment
20-5101-110-0	Salaries & Wages	120,098.35	120,098.35	341,890.00	221,791.65	$340,530	-$1,360
20-5140-110-0	Texas Municipal Reti	23,267.37	23,267.37	59,015.00	35,747.63	$59,680	$665
20-5150-110-0	Social Security	8,522.10	8,522.10	26,970.00	18,447.90	$26,495	-$475
20-5160-110-0	Health Insurance	7,706.57	7,706.57	28,015.00	20,308.43	$16,735	-$11,280
20-5174-110-0	Auto Allowance	3,696.93	3,696.93	7,800.00	4,103.07	$8,800	$1,000
20-5176-110-0	Phone Allowance	1,221.61	1,221.61	1,650.00	428.39	$1,575	-$75
20-5309-110-0	Insurance & Bonds	41,648.78	41,648.78	45,000.00	3,351.22	$44,750	-$250
20-5560-110-0	Transfer Out	0.00		384,370.00		$184,370	-$200,000
20-5561-110-0	City Manager's Conti	0.00		30,000.00		$126,250	$96,250
20-5203-155-0	Operating Supplies	67.29	67.29	800.00	732.71	$2,300	$1,500
20-5220-155-0	Minor Tools & Equipm	625.88	625.88	1,500.00	874.12	$5,035	$3,535
20-5301-155-0	Communications	7,955.24	7,955.24	15,700.00	7,744.76	$17,200	$1,500
20-5358-155-I	Maintenance-Other Eq	0.00		3,000.00		$0	-$3,000
20-5420-155-0	Capital Equipment	0.00		3,535.00		$0	-$3,535
20-5210-171-0	Uniforms	656.09	747.09	1,200.00	452.91	$1,000	-$200
20-5230-171-0	Motor Fuel & Oil	1,971.15	1,971.15	1,500.00	-471.15	$2,500	$1,000
20-5290-171-0	Analysis-Lab Fees	9,824.00	10,147.00	23,700.00	13,553.00	$22,900	-$800
20-5350-171-0	Maintenance-Faciliti	20,956.91	27,862.03	150,000.00	122,137.97	$146,000	-$4,000
20-5354-171-0	Maintenance-Automoti	0.00		500.00		$250	-$250
20-5355-171-0	Maintenance-Equipmen	319.97	577.54	1,500.00	922.46	$1,750	$250

20-5420-171-0	Capital Equipment	0.00	24,500.00	32,000.00	7,500.00	$36,000	$4,000
20-5101-201-0	Salaries & Wages	152,913.73	152,913.73	399,045.00	246,131.27	$360,000	-$39,045
20-5103-201-0	Certification Pay	782.14	782.14	2,600.00	1,817.86	$1,600	-$1,000
20-5140-201-0	Texas Municipal Reti	23,462.07	23,462.07	59,560.00	36,097.93	$52,560	-$7,000
20-5150-201-0	Social Security	10,087.39	10,087.39	33,240.00	23,152.61	$27,000	-$6,240
20-5160-201-0	Health Insurance	30,905.73	30,905.73	80,040.00	49,134.27	$70,000	-$10,040
20-5176-201-0	Phone Allowance	873.22	873.22	0	-873.22	$1,800	$1,800
20-5230-201-0	Motor Fuel & Oil	13,590.06	13,590.06	20,000.00	6,409.94	$19,945	-$55
20-5330-201-0	Travel	553.94	553.94	500.00	-53.94	$555	$55
20-5350-201-0	Maintenance-Faciliti	2,368.18	2,368.18	24,200.00	21,831.82	$34,200	$10,000
20-5351-201-0	Maintenance-Improvem	44,578.18	47,644.80	100,000.00	52,355.20	$90,000	-$10,000
20-5354-201-0	Maintenance-Automoti	9,497.39	10,657.02	8,000.00	-2,657.02	$10,000	$2,000
20-5355-201-0	Maintenance-Equipmen	9,575.42	11,763.82	7,385.00	-4,378.82	$9,585	$2,200
20-5363-201-0	Professional Svcs-Te	7,636.07	7,636.07	12,500.00	4,863.93	$8,300	-$4,200
20-5593-201-0	Capital Lease Princi	7,967.06	7,967.06	28,555.00	20,587.94	$18,000	-$10,555
20-5594-201-0	Capital Lease Intere	1,548.57	1,548.57	4,135.00	2,586.43	$3,650	-$485
20-5350-212-0	Maintenance-Faciliti	2,403.58	11,883.58	60,000.00	48,116.42	$40,000	-$20,000
20-5351-212-0	Maintenance-Improvem	32,066.16	38,098.16	38,000.00	-98.16	$58,000	$20,000
20-5101-220-0	Salaries & Wages	81,873.31	81,873.31	202,630.00	120,756.69	$195,430	-$7,200
20-5102-220-0	Overtime	1,114.23	1,114.23	1,800.00	685.77	$3,500	$1,700
20-5140-220-0	Texas Municipal Reti	11,671.01	11,671.01	28,085.00	16,413.99	$27,015	-$1,070
20-5150-220-0	Social Security	5,514.89	5,514.89	15,675.00	10,160.11	$15,080	-$595
20-5160-220-0	Health Insurance	13,457.25	13,457.25	24,010.00	10,552.75	$22,410	-$1,600
20-5362-220-0	Professional Svcs-Ad	1,120.74	1,120.74	0	-1,120.74	$1,125	$1,125
20-5380-230-0	Bad Debt Expense	- 120.30	- 120.30	60,000.00	60,120.30	$55,730	-$4,270

Storm Drainage Fund

		YTD Actual	YTD Actual	FY23 Adopted		Proposed	Proposed
Account	Description	Only	with Encumbrances	Budget	Differences	Budget Amendments	Adjustment
			Revenue				
25-4011-000-0	Drainage Service Fee	- 186,560.00	- 186,560.00	- 403,500.00	-216,940.00	-$385,000	-$18,500
			Expenditures				
25-5314-171-S	Franchise Fee-WSWR/S	0.00		12,105.00		$12,105	
25-5361-171-0	Professional Svcs-En	3,000.00	3,000.00	0		$3,000	$3,000
25-5561-171-0	City Manager's Conti	0.00		52,740.00		$31,240	-$21,500

Meeting Date: 4/24/2023 **Date: 04/11/2023** **Item #: 13.** **Dept.: Administration**

Action Item

SUBJECT:

Consider and take appropriate action a contract with Traylor & Associates, Inc. for grant administration services for the 2022 CDBG grant project CDV21-0088; and authorizing the Mayor to execute necessary documents.

BACKGROUND:

This item would allow for Traylor & Associates, Inc to provide administrative services to manage an awarded CDBG Grant CDV21-0088 for the purpose of rehabilitating the elevated water storage tank located at 1108 E. Hickory. The rehabilitation will include surface preparation, installation of interior and exterior coating system, and associated appurtenances. The grant is in the amount of $350,000 with the City's match being $190,000. It is expected that the project will be completed by the end of 2023.

Author: Mike Holder, City Manager

Reviewed: Mike Holder, City Manager

Cost: $190,000.00 **Funds Available:** $350,0000.00 **Source:** CDBG Grant

Recommendation: Staff recommends approval of a contract with Traylor & Associates, Inc. for grant administration services for the 2022 CDBG grant project CDV21-0088.

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

CONTRACT FOR MANAGEMENT SERVICES

PART I
AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____ 2023, by and between the CITY OF KAUFMAN, hereinafter called the "City", acting herein by Jeff Jordan, Mayor hereunto duly authorized, and Traylor & Associates, Inc. hereinafter called "the Contractor", acting herein by Mark Taylor, President.

City: City of Kaufman
209 S. Washington
P.O. Box 1168
Kaufman, Texas 75142-1168

Contractor: Traylor & Associates, Inc.
P. O. Box 7035
Tyler, Texas 75711

Project: Water Tower/Tank Improvements – ***Contract #CDV21-0088***
2022 Texas Community Development Block Grant Program (TxCDBG)
Texas Department of Agriculture (TDA)

WITNESSETH THAT:

WHEREAS the City of Kaufman desires to implement the following: Water Tower/Tank Improvements under the general direction of the Texas Community Development Block Grant (hereinafter called "TxCDBG") Program administered by the Texas Department of Agriculture; and Whereas the City desires to engage Traylor & Associates, Inc. to render certain professional administrative services in connection with this TxCDBG Project, Contract Number ***CDV21-0088.***

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services
   The Contractor will perform the services set out in Part II, Scope of Services.

2. Time of Performance - The services of the Contractor shall commence on the day following the execution of this contract. In any event, all of the services required and performed hereunder shall be completed no later than the time stipulated in the written contract between the City and TDA.

3. Local Program Liaison - For purposes of this Contract, the City Administrator or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Contractor. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

4. Access to Records - The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas Department of Agriculture (TDA), and the City, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Contractor which are pertinent to the TxCDBG award, in order to make audits, examinations, excerpts, and transcripts, and to close out the City's TxCDBG contract with TDA.

5. Retention of Records - The Contractor shall retain all required records for three years after the City makes its final payment and all pending matters are closed.

6. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed ***Forty Thousand and no/100 Dollars ($40,000.00)***. Payment to the Contractor shall be based on satisfactory completion of identified milestones in Part III – Payment Schedule of this Agreement.

7. Indemnification – The Contractor shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the City and its agency members from and against any and all claims, costs, suits, and damages, including attorneys' fees, arising out of the Contractor's performance or nonperformance of the activities, services or subject matter called for in this agreement or in connection with the management and administration of the TxCDBG contract, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

8. Miscellaneous Provisions
   a. This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Kaufman County, Texas.
   b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
   c. In any case one or more of the provisions contained in this Agreement 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 invalid, illegal, or unenforceable provision had never been contained herein.
   d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
   e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to and incorporated into this Agreement.

9. Extent of Agreement
   This Agreement, which includes Parts I-IV, represents the entire and integrated agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both City and Contractor.

IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.

BY: _____

Local City Official

Jeff Jordan

Printed Name

Mayor

Title

BY: _____

Contractor's Authorized Representative

Mark Taylor

Printed Name

President

Title

PART II
SCOPE OF SERVICES

The Contractor shall provide the following scope of services:

A. Project Management

1. Develop a recordkeeping system consistent with program guidelines, including the establishment of a filing system.
2. Maintenance of filing system.
3. Provide general advice and technical assistance to the City personnel on implementation of project and regulatory matters.
4. Assist in the procurement of professional consulting engineering services through the request for proposal process, if applicable, and as required by the TxCDBG regulations.
5. Furnish City with necessary forms and procedures required for implementation of project.
6. Assist the City in meeting all special condition requirements that may be stipulated in the contract between the City and TDA.
7. Prepare and submit to TDA documentation necessary for amending the TxCDBG contract.
8. Conduct re-assessment of environmental clearance for any program amendments.
9. Prepare and submit quarterly reports (progress and minority hiring).
10. Prepare Financial Information Report or City.
11. Establish procedures to document expenditures associated with local administration of the project.
12. Provide guidance and assistance to City regarding acquisition of property:
    - Submit required reports concerning acquisition activities to TDA.
    - Establish a separate acquisition file for each parcel of real property acquired.
    - Determine necessary method(s) for acquiring real property.
    - Prepare correspondence to the property owners for the City's signature to acquire the property or to secure an easement; and
    - Assist the City in negotiation with property owner(s).
13. Maintain TxCDBG Property Management register for any property/equipment purchased or leased.
14. Serve as liaison for the City during any monitoring visit by staff representatives from either TDA or the U.S. Department of Housing and Urban Development (HUD).

B. Financial Management

1. Assist the City in proving its ability to manage the grant funds to the state's audit division.
2. Assist the City in establishing and maintaining a bank account (Direct Deposit account) and/or separate local bank account, journals, and ledgers.
3. Assist the City in submitting the required Accounting System Certification letter, Direct Deposit Authorization Form (if applicable), and/or Depository/Authorized Signatory form to TDA.
4. Prepare all fund drawdowns on behalf of the City in order to ensure orderly, timely payments to all contracting parties within the allotted time period.
5. Review invoices received for payment and file back-up documentation.
6. Provide general advice and technical assistance to City personnel on implementation of project and regulatory matters.
7. Assist the City in establishing procedures to handle the use of any TxCDBG program income.

C. Environmental Review

1. Prepare environmental assessment.
2. Coordinate environmental clearance procedures with other federal or state agencies and interested parties responsible for implementing applicable laws.
3. Document consideration of any public comments.
4. Prepare any required re-assessment of environmental assessment.
5. Prepare Request for Release of Funds and certifications to be sent to TDA.

D. Acquisition

1. Prepare required acquisition reports(s).
2. Obtain documentation of ownership for City-owned property and/or Right of Way (ROWs).
3. Maintain a separate file for each parcel of real property acquired.
4. Determine necessary method(s) for acquiring real property.
5. Prepare correspondence with property owners.
6. Assist City in negotiations with property owner(s).
7. Prepare required acquisition reports and submit to TDA.

E. Construction Management

1. Establish procedures to document expenditures associated with local construction of the project (if force account is applicable).
   - Assist City in determining whether and/or what TxCDBG contract activities will be carried out in whole or in part via force account labor.
   - Assist City in determining whether or not it will be necessary to hire temporary employees to specifically carry out TxCDBG contract activities.
   - Assist City in maintaining adequate documentation of personnel, equipment and materials expended/used and their costs.
2. Assist City in documenting compliance with all federal and state requirements related to equal employment opportunity.
3. Assist City in documenting compliance with all federal and state requirements related to minimum wage and overtime pay requirements.
4. Provide assistance to or act as local labor standards officer. Notify TDA in writing of name, address, and phone number of appointed labor standards compliance officer.
5. Request wage rates from TDA.
6. Provide sample TxCDBG contract documents to engineer.
7. Advertise for bids.
8. Make ten-day call to TDA.
9. Verify construction contractor eligibility with TDA.
10. Review construction contract.
11. Conduct pre-construction conference and prepare minutes.
12. Submit any reports of additional classification and rates to TDA.
13. Issue Notice of Start of Construction to TDA.
14. Review weekly payrolls, including compliance follow-ups. Conduct employee interviews.
15. Process change orders approved by City and the project engineer and submit to TDA prior to execution with the construction contractor.
16. Obtain Certificate of Construction Completion/Final Wage Compliance Report and submit to TDA.

17. Provide general advice and technical assistance to City personnel on implementation of project and regulatory matters.

F. Fair Housing / Equal Opportunity
   1. Assist the City in developing, implementing, and documenting new activities to affirmatively further fair housing during the contract period.
   2. Maintain documentation of all project beneficiaries by ethnicity and gender.
   3. Assist with the development and administration of the Citizen Participation Plan per 24 CFR Part 91, including grievance procedures.
   4. Assist with Section 3 requirements per 24 CFR Part 135.
   5. Prepare all Section 504 requirements per 24 CFR Part 8.
   6. Provide all applicable equal opportunity provisions and certifications for inclusion in bid packet.
   7. Ensure adoption of Excessive Force provision per 24 CFR Part 91.
   8. Ensure the adequate publication of required notices.

G. Relocation
   1. Prepare and submit local relocation guidelines to TDA for approval.
   2. Assist City in identifying individuals to be relocated and prepare appropriate notices.
   3. Interview relocatees and identify assistance needs.
   4. Maintain a relocation record for each individual/family.
   5. Provide education/assistance to relocatees.
   6. Inventory local available housing resources and maintain a referral list.
   7. Issue appropriate notices to relocatees.
   8. Ensure that all payments are made in a timely manner.

H. Rehabilitation of Private Property
   1. Prepare and submit local rehabilitation guidelines to TDA for approval.
   2. Assist City in establishing escrow account and obtaining TDA approval.
   3. Develop outreach and necessary application processing/verification forms.
   4. Screen applicants.
   5. Prepare work write-ups and cost estimates.
   6. Issue Notice to Proceed to construction contractor(s).
   7. Conduct interim/final inspections, process final contract documents, and maintain a record of beneficiaries.
   8. Maintain client files following TDA requirements.

I. Audit / Close-out Procedures
   1. Prepare the final Project Completion Report, including the General Report, Recipient Beneficiary Report, Final Financial Interest Report, and any required documentation regarding citizen participation/equal rights/fair housing and Certificate of Completion.
   2. Assist City in resolving any monitoring and audit findings.
   3. Assist City in resolving any third-party claims.
   4. Provide auditor with TxCDBG audit guidelines.

PART III

MONTHLY PAYMENT SCHEDULE

City Matching Funds

For and in consideration of the services to be rendered by the Contractor, the City shall pay, and the Contractor shall receive the compensation hereinafter set forth.

Should City fail to make payment to the Contractor of the sum named in any partial or final statement, when payment is past due for more than thirty days, Contractor shall notify City of a delinquent payment and provide City an opportunity to cure the late payment. It is agreed that late payments not cured within 30 days after Contractor's notification shall begin accruing interest thereon at the rate of 1.5 percent per month from the date of Contractor's delinquent payment notification to City, until fully paid. The amount so paid shall fully liquidate any injury to the Contractor arising from such delay in payment; however, the right is expressly reserved to the Contractor, in the event delinquent payments are not made as provided herein, at any time after the expiration of the thirty-day period following Contractor's delinquent payment notification to City, outlined in this section, to treat the Agreement as terminated by the City and recover compensation as provided by Section VII of the Agreement.

Compensation for the services described under **PART III – MONTHLY PAYMENT SCHEDULE** shall be ***Forty Thousand and no/100 Dollars ($40,000.00)***, payable as follows:

1. A fixed fee of Thirty-Nine Thousand and no/100 Dollars ($39,000.00), in twenty (20) equal monthly payments of One Thousand Nine Hundred Fifty and no/100 Dollars ($1,950.00) for the ongoing services. Monthly payments to the Contractor are to become due upon the 1st day of each month, beginning on the first day of the month following City's notification of grant award and are to be paid by the 10th day of the month in which due. Should the program be completed and closed out in less than twenty (20) months, any remaining monthly payments shall become immediately due and payable, and the Contractor shall be paid the balance of any remaining compensation under this part in a lump sum.

2. A fixed fee of One Thousand and no/100 Dollars ($1,000.00), payable to the Contractor upon submission of a Project Completion Report to the Office of Rural Affairs - Texas Department of Agriculture.

PART IV
TERMS AND CONDITIONS

1. Termination for Cause. If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the City shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor pursuant to this Agreement shall, at the option of the City, be turned over to the City and become the property of the City. In the event of termination for cause, the Contractor shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

   Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of contract by the Contractor, and the City may set-off the damages it incurred as a result of the Contractor's breach of contract from any amounts it might otherwise owe the Contractor.

2. Termination for Convenience of the City. The City may at any time and for any reason terminate The Contractor's services and work at the City's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, The Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

   Upon such termination, the Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by the Contractor as are permitted by the prime contract and approved by City; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to the Contractor prior to the date of the termination of this Agreement. The Contractor shall not be entitled to any claim or claim of lien against City for any additional compensation or damages in the event of such termination and payment.

3. Changes. The City may, from time to time, request changes in the services the Contractor will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Contractor's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.

4. Resolution of Program Non-Compliance and Disallowed Costs. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of

the dispute or invitation to negotiate and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. [This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits, or any other item of concern to the parties.] If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

5. Personnel.
   a. The Contractor represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.
   b. All of the services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
   c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

6. Assignability. The Contractor shall not assign any interest on this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto; Provided, however, that claims for money by the Contractor from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

7. Reports and Information. The Contractor, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

8. Records and Audits. The Contractor shall insure that the City maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. City shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.

9. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Contractor under this contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

10. Copyright. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.

11. Compliance with Local Laws. The Contractor shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Contractor shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

12. Conflicts of interest.
    a. Governing Body. No member of the governing body of the City and no other officer, employee, or agent of the City, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of the TxCDBG award between TDA and the City shall have any personal financial interest, direct or indirect, in the Contractor or this Agreement; and the Contractor shall take appropriate steps to assure compliance.
    b. Other Local Public Officials. No other public official who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering, or implementation of the TxCDBG award between TDA and the City shall have any personal financial interest, direct or indirect, in the Contractor or this Agreement; and the Contractor shall take appropriate steps to assure compliance.
    c. Contractor and Employees. The Contractor warrants and represents that it has no conflict of interest associated with the TxCDBG award between TDA and the City or this Agreement. The Contractor further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the TxCDBG award between TDA and the City or in any business, entity, organization or person that may benefit from the award. The Contractor further agrees that it will not employ an individual with a conflict of interest as described herein.

13. Debarment and Suspension (Executive Orders 12549 and 12689). The Contractor certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor. The Contractor understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

Federal Civil Rights Compliance.

During the performance of this contract, the Contractor agrees as follows:

14. Equal Opportunity Clause (applicable to contracts and subcontracts over $10,000).
    a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex,

sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
c. The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
h. The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event

a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

i. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

j. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

k. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

l. Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

Incorporation by reference. The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate.

m. Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.

n. Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.

15. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

16. Section 109 of the Housing and Community Development Act of 1974. The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion,

or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

17. Section 504 Rehabilitation Act of 1973, as amended. The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.

18. Age Discrimination Act of 1975. The Contractor shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

19. Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.
    a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
    b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
    c. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
    d. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
    e. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135. Minimum expectations of effort to direct employment opportunities to such workers are identified in the TxCDBG Project Implementation Manual.

f. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

g. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

h. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Meeting Date: 4/24/2023 | **Date: 04/19/2023** | **Item #: 14.** | **Dept.: Economic Development Corporation**

Action Item

SUBJECT:

Consider and take appropriate action on an economic development performance agreement between the Kaufman Economic Development Corporation and Galleher Acquisition Corporation (dba Galleher Industries) for an expansion project in a total amount not to exceed $50,000.00, setting performance benchmarks, authorizing a budget amendment and performance agreement, in a form approved by counsel, regarding same.

BACKGROUND:

Last month, the KEDC Board took action to approve an expansion incentive for Galleher Industries, located at 65 Oak Creek Dr. in Kaufman. The incentive will be provided with $25,000 upon Certificate of Occupancy for a new 24,000 sf building and $25,000 following the hiring and retention of 10 new FTEs. Galleher also plans to designate this property as their corporate headquarters (relocating the designation from California). City Council will need to ratify this expenditure since it will come from fund balance.

Author: Stewart McGregor , Executive Director

Reviewed: Mike Holder, City Manager

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

Recommendation: Staff recommends approval of an economic development performance agreement between the Kaufman Economic Development Corporation and Galleher Acquisition Corporation (dba Galleher Industries) for an expansion project in a total amount not to exceed $50,000.00, setting performance benchmarks and authorizing the board president to execute a contract, in a form approved by counsel, regarding same.

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

ECONOMIC DEVELOPMENT & PERFORMANCE AGREEMENT

BETWEEN

THE KAUFMAN ECONOMIC DEVELOPMENT CORPORATION

AND

GALLEHER ACQUISITION CORPORATION,
a Texas Corporation, and Brad Bowden

STATE OF TEXAS §
§
COUNTY OF KAUFMAN §

This Economic Development and Performance Agreement ("Agreement") is made and entered into by and between the City of Kaufman Economic Development Corporation, a Type A corporation created pursuant to the authority of the Development Corporation Act of 1979 ("KEDC"), and Galleher Acquisition Corporation, a Texas corporation, Brad Bowden, an individual (hereinafter collectively referred to as "Galleher" or "Company", whether one or more) and is made and entered into effective as of the last date signed by the parties hereto (the "**Effective Date**") ("Effective Date"). The KEDC and Company may hereinafter be referred to collectively as the "Parties" and sometimes individually referred to as a "Party."

RECITALS

WHEREAS, Texas Local Government Code Section 501.158 of the Development Corporation Act authorizes the KEDC to execute performance agreements with certain business enterprises to provide funding or make expenditures of sales tax on behalf of a business enterprise, in furtherance of a permissible economic development project; and

WHEREAS, the KEDC is a Type A economic development corporation, and a Texas non-profit corporation operating pursuant to Chapters 501 and 504 of the Texas Local Government Code, as amended (also referred to as the "Act"), and the Texas Non-Profit Corporation Act, as codified in the Texas Business Organizations Code, as amended;

WHEREAS, the Company has requested financial assistance from the KEDC to make physical improvements to its business facilities and expand its manufacturing business, including the construction of a new 24,000 square foot building, located at 65 Oak Creek Drive, Kaufman, Texas 75142 ("Project Site"); and

WHEREAS, the KEDC wishes to provide the Company with an economic incentive to encourage the Company to complete the Project and to encourage the success of the Project, and the Company wishes to accept such economic incentive on the terms and conditions set forth in this Agreement; and

WHEREAS, Tex. Loc. Gov't Code Sec. 501.158 prohibits the direct economic incentive contemplated by this Agreement unless the KEDC enters into a performance agreement with Company providing, at a minimum, a schedule of additional payroll or jobs to be created or retained and capital investment to be made under the agreement;

WHEREAS, the Act further prohibits the execution of a performance agreement without provisions for the recovery of the KEDC's economic incentives in the event the Company defaults on its obligations under this Agreement; and

WHEREAS, Company acknowledges and agrees that the KEDC, in granting this economic incentive to the Company, is relying upon Company's representations, warranties, and agreements, as set forth and provided for in this Agreement, and the KEDC's tender of the economic incentive contemplated by this Agreement is contingent upon the Company agreeing to repay, in full, the economic incentive the Company receives from the KEDC pursuant to the terms hereunder in the event of the Company's uncured breach of its obligations hereunder; and

WHEREAS, the KEDC finds the Project is appropriate pursuant to Texas Local Government Code Chapter 501, Subchapter C, Section 501.101 as project related to the creation or retention of primary jobs and meets the definition of "cost" as that term is defined in Section 501.152 of the Texas Local Government Code, as amended; and

WHEREAS, the KEDC finds it is duly authorized by the Constitution and laws of the State of Texas to enter into this Agreement; and

WHEREAS, the KEDC finds that the economic development funds contemplated by this Agreement were presented for consideration and approved by the KEDC's board of directors at a properly noticed public meeting on April 18, 2023 and approved by the City of Kaufman City Council on April 24, 2023; and

WHEREAS, the City of Kaufman and the Board of Directors of KEDC have determined that the granting of this incentive to Company is in the public interest and will promote or develop opportunities for new and an enhanced quality of businesses for the City of Kaufman, and have approved and authorized the making and performance of this Agreement by KEDC; and

WHEREAS, the commitments contained in this Agreement shall become legally binding obligations enforceable against the Parties upon the Parties approving and executing this Agreement.

NOW, THEREFORE, for and in consideration of mutual agreements described herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, KEDC and Company hereby represent, stipulate and agree as follows:

ARTICLE 1.
DEFINITIONS

1.1. The terms "Agreement," "City," "KEDC," "Galleher," "Company," "Program," "Property," "Project," shall have the meanings provided for them in the Recitals above. Except as may be otherwise defined, or if the context clearly requires otherwise, capitalized terms and phrases as used in this Agreement shall have the meanings as follow:

1.2. "Economic Development Funds" means any qualifying payment of public monies Company receives from the KEDC in the form of any grant or payments in conjunction with Company's development, construction and operation of the Project.

1.3. "Effective Date" means the date this Agreement is last signed by the Parties and the obligations herein shall become legally binding against the Parties.

1.4. "Event of Bankruptcy or Insolvency" means the dissolution, termination or liquidation of Company's existence as a going business (but not in connection with a merger, acquisition or other entity reorganization), the reorganization of Company as part of a bankruptcy proceeding, insolvency, or the appointment of a receiver for any significant part of Company's Property.

1.5. "Workforce Retention Incentive" means the performance based economic development payment, not to exceed Twenty-Five Thousand Dollars and No/100ths ($25,000.00), the KEDC pays to Company to incentivize Company to create and retain at least ten (10) additional FTE jobs related to the Project.

1.6 "Reimbursement Incentive" means the performance based economic development payment, not to exceed Twenty-Five Thousand Dollars and No/100ths ($25,000.00), the KEDC pays to the Company for the reimbursement of physical improvements and expansion made to the Company's business facility as outlined in Section 4.

1.7 "Full-Time Equivalent" ("FTE") job means a job at which an employee works a minimum of thirty (30) hours per week, or one thousand five hundred sixty (1,560) hours per year. Two part-time equivalent ("PTE") jobs that cumulatively equal or exceed that total number of hours in a year may be counted as one FTE. A single PTE job must equal at least fifteen (15) hours per week, or seven hundred eighty (780) hours per year.

1.8. "Taxable Item" shall have the same meaning assigned by Section 151.010 and 151.0101 of the Texas Tax Code, as may be amended.

1.9. "Project" means the operation and expansion of Company's business and physical improvements to Company's facilities, including the construction of a new 24,000 square foot building, located at 65 Oak Creek Drive, Kaufman, Texas 75142.

ARTICLE 2
RECITALS AND TERM

2.1. **Recitals.** The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the Parties.

2.2. **Term.** This Agreement shall commence on the Effective Date and, unless sooner terminated pursuant to any other provision of this Agreement, shall terminate on the two year anniversary of the Effective Date which shall be referred to as the "Term" of the Agreement.

2.3. Before the termination of this Agreement, the KEDC shall make sure any payment of Economic Development Funds that has become due or that may become due under this Agreement has been paid or will be paid to Company in accordance with this Agreement. Following the termination of this Agreement or the termination of any payment obligation, the KEDC shall not be responsible for any further payment of Economic Development Funds to Company

ARTICLE 3.
PERFORMANCE OBLIGATIONS OF THE COMPANY

The Company covenants and agrees to satisfy the following obligations as a condition precedent to receiving the incentives contemplated by this Agreement:

3.1. **Capital Investment.** Company covenants, warrants and agrees that it shall make a minimum capital investment in the Project of at least **One Million Five Hundred Thousand Dollars and No/100ths ($1,500,000.00)**. Company shall submit a report from a certified public accountant to verify that capital investment funds were expended in the amount required by this Agreement before any qualified incentive payment is owed.

3.2. **Project Completion.** The Company shall obtain its final certificate of occupancy for the Project within one year of the Effective Date.

3.3. **Local Purchases and Sales and Use Taxes.** To the greatest extent possible, Company and its contractors and subcontractors shall make every reasonable effort to purchase materials associated with the Project that may qualify as a Taxable Item from a supplier or vendor having a sales tax location situated within the City's corporate limits. Company also agrees to report all sales and use taxes for sales and purchases related to its business as originating in the City of Kaufman, to the maximum extent permitted by law, for a five (5) year period beginning on the Effective Date of this Agreement. This provision shall survive the termination of this Agreement.

3.4. **Jobs / FTEs.** Company agrees to add at least ten (10) new full time equivalent ("FTE") jobs, originating in the City of Kaufman, to its payroll and agrees to retain those 10 FTEs continuously for at least one year from the date of hiring. When the Company has employed at least ten (10) new FTE employees for sixty (60) continuous days, Company shall be eligible to

apply for its Workforce Retention Incentive. The receipt of the Workforce Retention Incentive shall not affect Company's obligation to retain at least 10 FTE jobs continuously for one year from the date of hiring. Employees transferred from out-of-state may not be counted for purposes of determining FTEs under this provision.

3.5 **Workforce Retention Efforts and Reporting of Jobs Information.** As a condition precedent to receiving payment under this Agreement, Company must provide a report or sworn statement with supporting documentation, including employee payroll reports, as proof that it has complied with its job creation and maintenance obligations under this Agreement.

3.6. **Compliance.** To the greatest extent required by law, Company shall comply with all local, state and federal laws and environmental regulations during the Term of this Agreement

3.7. **Undocumented Workers.** During the Term of this Agreement, Company agrees n not to knowingly employ any Undocumented Worker as defined by the Tex. Gov't. Code Sec. 2264.001(4)(A-B). If during the Term of this Agreement, Company is convicted of a violation under 8 U.S.C. § 1324a(f), Company shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of eight percent (8%), not later than the 120th day after the date Recipient is convicted of such violation.

3.8 **Use of Economic Development Funds**. The Company agrees to use the Economic Development Funds, as defined in Article 4.1, to expand the Company's facilities on the Project Site.

3.9. Company shall remain solely responsible for the performance obligations as defined herein which shall be a condition precedent to Company receiving any Economic Development Funds contemplated by this Agreement.

ARTICLE 4.
ECONOMIC INCENTIVE OBLIGATIONS OF THE KEDC

4.1. **Reimbursement Incentive.** The KEDC desires to incentivize the Company's successful completion and operation of the Project by reimbursing the Company a portion of its costs for the physical improvements and expansion to Company's manufacturing facility in an amount not to exceed **Twenty-Five Thousand Dollars and No/100ths ($25,000.00),** provided Company has complied with all obligations to the KEDC under this Agreement. To qualify for the Reimbursement Incentive, Company shall submit a request for reimbursement and provide proof of its required capital investment and proof of a certificate of occupancy being issued for the Project by the City, including the construction of a new 24,000 square foot building. The KEDC shall issue payment for the Reimbursement Incentive within 30 days of Company submitting its request for reimbursement and required documentation showing compliance with Article 4.1 of this Agreement. In no event shall the KEDC's total Reimbursement Grant payment obligation exceed **Twenty-Five Thousand Dollars and No/100ths ($25,000.00).**

4.2 **Workforce Retention Incentive.** The KEDC agrees to pay Company a Workforce Retention Incentive not to exceed **Twenty-Five Thousand Dollars and No/100ths ($25,000.00)** to incentivize Company to hire at ten (10) new and additional full time equivalent ("FTE") jobs to its payroll as a result of the expansion of its facility. To qualify for the Workforce Retention Incentive, Company shall make a request in writing to the KEDC consistent with Section 3.4 of this agreement. The KEDC shall pay the Workforce Retention Incentive in an amount not to exceed **Twenty-Five Thousand Dollars and No/100ths ($25,000.00)** within 30 days of Company submitting a written request and appropriate documentation. Company agrees to retaining ten (10) new FTEs from the date of hiring for at least one year at which the KEDC will once again verify employment.

4.3. The KEDC shall make a budget item every year during the term of this Agreement that addresses its potential financial obligations, if any, under this Agreement.

ARTICLE 5.
LIABILITY

5.1. By executing this Agreement, Company assumes no obligation, duty or other responsibility with regard to any governmental function or service for which the KEDC shall be responsible in accordance with this Agreement. Similarly, the KEDC assume no obligation, duty or other responsibility with regard to any duty, right, obligation or responsibility arising from or associated with the Project for which Company is solely responsible in accordance with this Agreement. In addition, the KEDC assumes no legal liability for the actions of Company or a branch, division, department, subsidiary, affiliate or franchisee of Company through the execution of this Agreement.

5.2. Each Party to this Agreement agrees that it shall have no liability for the actions or omissions of the employees, agents, directors, officers, members, stockholders or trustees of any other Party, and each Party is solely responsible for the actions and omissions of its own employees, agents, directors, officers, members, stockholders or trustees.

ARTICLE 6.
EVENTS OF DEFAULT BY COMPANY AND REMEDIES

6.1. Event of Bankruptcy or Insolvency: The following shall be an Event of Default: dissolution or termination of Company's existence as a going business, insolvency, appointment of receiver for any part of Company's property, any assignment of all or substantially all of the assets of Company for the benefit of creditors of Company, any type of creditor workout for Company, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Company, unless, in the case of involuntary proceedings, such proceedings are discharged within ninety (90) days after filing, any of which occur prior to the end of the Term of this Agreement.

6.2. Undocumented Workers: During the term of this Agreement, the Company agrees to not knowingly employ any Undocumented Worker as that term is defined herein according to Texas Government Code Section 2264.001, as may be amended.

6.3. False Statements: The following shall be an Event of Default: Any warranty, representation or statement made or furnished to KEDC by or on behalf of Company through an authorized representative of Company, under this Agreement which it knows or reasonably should have known was false or misleading in any material respect, either now or at the time made or furnished, and Company fails to cure same to the satisfaction of KEDC within thirty (30) days after written notice from KEDC describing the violation, or if such violation cannot be cured within such thirty (30) day period in the exercise of all due diligence, then if Company fails to commence such cure within such thirty (30) day period or fails to continuously thereafter diligently prosecute the cure of such violation, or if Company learns that any such warranty, representation or statement has become false or misleading, and Company fails to provide written notice to KEDC of the false and misleading nature of such warranty, representation or statement within ten (10) days after Company learns of its false or misleading nature.

6.4. Miscellaneous Defaults: The following shall be an Event of Default: Failure of the Company to comply with or perform any other term, condition, affirmative covenant or obligation contained in this Agreement; failure of the Company to comply with or perform any other term, obligation, affirmative covenant or condition contained in any other agreement between KEDC and the Company.

6.5. Recapture. If Company fails to cure or correct an Event of Default as described by this Agreement within forty-five (45) days of the KEDC's written notice to Company to cure the Event of Default, or if Company's Event of Default is incurable, then Company shall be immediately obligated to repay all of the Economic Development Funds paid to or on behalf of the Company pursuant to Article 4 hereof within forty-five (45) days after the date the KEDC sends its written demand for repayment to the Company in accordance with Section 8.1 hereof. However, if Company fails to employ the 10 new FTE positions continuously for one year following completion of hiring as outlined in Article 3.4, then Company agrees to reimburse the KEDC $2,500 for every FTE job below the required amount.

6.6 In the event the Company does not tender repayment to the KEDC of the Economic Development Funds payments due and owing within the forty-five (45) days required by Section 6.5 above, then the outstanding Economic Development Funds amount shall accrue interest in the amount of eight percent (8%) per annum until such time as the Company repays the balance due.

6.7 Any delay for any amount of time by the KEDC in providing notice of Default to Company shall in no event be deemed or constitute a waiver of such Event of Default by the KEDC of any of its rights and remedies available in law or in equity.

6.8. Any waiver granted by the KEDC to Company of an Event of Default shall not be deemed or constitute a waiver of any other existing or future Event of Default by Company or of a subsequent Event of Default of the same act or event by Company.

ARTICLE 7.
EVENTS OF DEFAULT BY KEDC

7.1. It shall be an Event of Default by KEDC under this Agreement if KEDC fails to perform its obligations under Article 4 of this Agreement. If KEDC fails to cure such Event of Default within sixty (60) days of its receipt of written notice from the Company, then the Company shall have all remedies available at law or in equity for the enforcement of this Agreement.

7.2. Should the KEDC fail to timely, fully and completely comply with any one or more of the requirements obligations, duties, terms, conditions or warranties of this Agreement, such failures shall be an Event of Default by the KEDC and the KEDC shall have sixty (60) days to cure and remove the Event of Default upon receipt of written notice to do so from Company.

7.3. **Liability Limitation. COMPANY SPECIFICALLY AGREES THAT THE KEDC SHALL ONLY BE LIABLE TO COMPANY FOR A MAXIMUM AMOUNT OF ECONOMIC DEVELOPMENT FUNDS THEN DUE AT THE TIME OF THE KEDC'S ALLEGED BREACH AND KEDC SHALL NOT BE LIABLE TO COMPANY FOR ANY OTHER ACTUAL OR CONSEQUENTIAL DAMAGES, DIRECT OR INDIRECT, ATTORNEY'S FEES, OR INTEREST FOR ANY ACT OF DEFAULT BY THE KEDC UNDER THE TERM OF THIS AGREEMENT. IN NO EVENT SHALL THE CITY OF KAUFMAN BE FINANCIALLY RESPONSIBLE FOR THE UNCURED BREACH OF THE KEDC.**

ARTICLE 8.
NOTICES

8.1. Any notice given under this Agreement must be in writing and may be given (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the Party to be notified at the address set forth below, or at the last address for notice that the sending Party has for the receiving Party at the time of mailing, and with all charges prepaid; (ii) by depositing it with Federal Express or another service guaranteeing "next day delivery," addressed to the Party to be notified and with all charges prepaid; (iii) by personally delivering it to the Party, or any agent of the Party listed in this Agreement; (iv) by electronic mail (i.e., e-mail); or (v) facsimile with confirming copy sent by one of the other described methods for notice set forth in this sentence. Notice by United States mail as provided in (i) will be deemed delivered when actually received by the intended receiving Party. Notice by electronic mail will be deemed received the following business day from the date sent. Payments to any Party shall be made by check at the address set forth below (without copies), unless timely notice of change of address is given to a Party in writing. For purposes of this Article 8, the addresses of the Parties will, until changed as provided in Sec. 8.2 below, be as follows:

COMPANY: Galleher Acquisition Corp
Attention: _____
65 Oak Creek Drive

Kaufman, Texas 75142

KEDC: Kaufman Economic Development Corporation
Attention: Stewart McGregor, Executive Director
209 S. Washington Street
Kaufman, Texas 75142

with a copy to: Josh Brockman-Weber, Counsel
Messer, Fort, McDonald
4201 W. Parmer Lane, C-150
Austin, Texas 78727
Email: josh@txmunicipallaw.com

8.2. Any Party may designate a different address by giving all other Parties thirty (30) days written notice of the different address.

ARTICLE 9.

VENUE, IMMUNITY & NO CONSENT TO SUIT

9.1. This Agreement shall be construed and interpreted in accordance with the laws of the State of Texas without considering its choice of law provisions. It is further agreed that any dispute arising out of or related to this Agreement shall be resolved in a court of competent jurisdiction in Kaufman County, Texas. Nothing in this Agreement shall constitute a waiver by the KEDC of its governmental or sovereign immunity, to the extent applicable, unless otherwise waived by Texas law. Nothing in this Agreement shall be construed as express or implied consent by KEDC to being sued, to the extent applicable, unless otherwise provided by Texas law.

ARTICLE 10.
MISCELLANEOUS PROVISIONS

10. The following miscellaneous provisions are a part of this Agreement:

10.1 Disclaimer: Nothing herein shall confer upon any person, firm, or other entity other than the Parties hereto any benefit or any legal or equitable right, remedy or claim under this Agreement. All obligations hereunder of the Parties hereto shall be binding upon their respective successors and assigns unless otherwise provided by law. The Company shall not assign this Agreement in whole or in part to any third party or an affiliate.

10.2 Entire Agreement and Amendments: This Agreement constitutes the entire understanding and agreement of the Parties as to the matters made the subject of this Agreement. There are no binding agreements or representations by either of the parties except for those set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless made in writing and signed by the party or parties sought to be charged or bound by the

alteration or amendment. Except as expressly provided herein, there are no third-party beneficiaries of this Agreement.

10.3 Approvals or Consents: Approvals or consents required or permitted to be given under this Agreement shall be evidenced by an appropriate ordinance, resolution, or minute order adopted by the governing body or board of the appropriate Party and by the governing body of the City, to the extent required, or by a certificate executed by a person, firm or entity previously authorized to give such approval or consent on behalf of a Party. Approvals and consents shall be effective without regard to whether given before or after the time required for giving such approvals or consents.

10.4 Modification;. This Agreement shall be subject to change or modification only when so authorized by the City of Kaufman and with the mutual written consent of KEDC and the Company.

10.5 Supplementation: In the event any further documentation or information is required for this Agreement to be valid, then the Parties to this Agreement shall provide or cause to be provided such documentation or information. The Parties shall execute and deliver such documentation, including but not limited to any amendments, corrections, deletions or additions as necessary to this Agreement provided, however, that the Parties shall not be required to do anything that has the effect of changing the essential economic terms of this Agreement or imposing greater liability on the Parties. The Parties further agree that they shall do anything necessary to comply with any requirements to honor or otherwise enable the full effect of this Agreement; provided, however, that the Parties shall not be required to do anything that has the effect of changing the essential economic terms of this Agreement or imposing greater liability on the Parties.

10.6 Applicable Law and Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Kaufman County, Texas. Venue for any action arising under this Agreement shall lie in the state courts of Kaufman County, Texas.

10.7 Binding Obligation: KEDC warrants and represents that the individual executing this Agreement on behalf of KEDC has full authority to execute this Agreement and bind KEDC to the same. Company warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind Company to the same. Each party represents and warrants that it is duly authorized to enter into this Agreement and to perform its obligations contemplated hereunder. This Agreement shall be binding upon, and inure to the benefit of, KEDC and its successors and assigns. This Agreement shall be binding upon, and shall inure to the benefit of Company, its successors and permitted assigns. Notwithstanding anything herein to the contrary, Company may transfer, encumber or assign any of its rights or obligations under this Agreement during its Term with the prior written consent of KEDC, which consent shall not be unreasonably withheld. Any such assignment shall be in writing, shall be signed by Company and the assignee, and shall include a covenant by the assignee to assume and perform all of the obligations of Company under this Agreement to the extent applicable.

10.8 Caption Headings: Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

10.9 Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

10.10 Review and Inspection: The Company agrees to allow KEDC (and its agents and representatives) to inspect the Project in the event of suspected default after at least ten (10) days' written notice to Company, and to review (and copy) any and all of the Company's records, documents, agreements and other instruments as related to this agreement for the following purposes: (i) to ensure, confirm and document the Company's compliance with the covenants set forth herein; (ii) to determine and document the existence of any Event of Default; and (iii) to determine and document compliance with any other term or condition of this Agreement.

10.11 Severability: If a court of competent jurisdiction finds any provision of this agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

10.12 Survival: All warranties, representations, and covenants made by Company in this Agreement or in any certificate or other instrument delivered by Company to KEDC under this Agreement shall be considered to have been relied upon by KEDC.

10.13 Time is of the Essence: Time is of the essence in the performance of this Agreement.

10.14 Merger: The terms contained in this Agreement represent the final agreement among and between the Parties with respect to the subject matter hereof and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the Parties. The Parties agree that by entering into this Agreement they have not relied upon any representation other than those contained in this Agreement. The Parties agree that they have read this Agreement, sought the advice of counsel, understand the terms of this Agreement and have executed this Agreement voluntarily.

10.15 Immunity. To the extent applicable, nothing in this Agreement shall constitute a waiver by the KEDC of its governmental or sovereign immunity. Nothing in this Agreement shall be construed as express or implied consent by the KEDC to being sued.

10.16 Confidentiality. The City and the KEDC, and each of its respective officers and employees, and each of its respective agents or contractors who may be retained to perform economic development services for the City and/or the KEDC in furtherance of this Agreement, shall treat as confidential any proprietary information delivered by Company or

its respective representatives to the City and/or KEDC and the City and/or the KEDC shall not release such information to the public, unless required by law or court order. Company acknowledges that the City and KEDC are subject to the Texas Public Information Act. The City and/or KEDC shall immediately notify Company of requests for public information or court orders commanding the release such information; however, it shall be Company's sole responsibility to prepare, assert, file, or otherwise deliver any objection to the release of any public information concerning Company and the Project made the subject of this Agreement to the requestor or proper authorities.

(The remainder of this page is intentionally blank)

SIGNATURES:

_____

By: _____

On behalf of Galleher Acquisition Corp.

Title: _____

Date:_____

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF KAUFMAN

BEFORE ME, the undersigned authority, in and for said County, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and averred that he executed the same on behalf of and as the act of said company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 2023.

_____
Notary Public, State of Texas
My commission expires _____

SIGNATURES:

By: _____

Brad Bowden, Individually

Date:_____

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF KAUFMAN

BEFORE ME, the undersigned authority, in and for said County, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed that instrument for the purposes and consideration therein expressed in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 2023.

_____
Notary Public, State of Texas
My commission expires _____

KEDC:

Kaufman Economic Development Corporation,
A Texas non-profit corporation

By: _____
Charles Gillenwater, President

STATE OF TEXAS

COUNTY OF KAUFMAN

This instrument was acknowledged before me on the _____ day of _____, 2023, by Charles Gillenwater, Board President for the Kaufman Economic Development Corporation, a Texas non-profit corporation, on behalf of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 2023.

_____
Notary Public, State of Texas
My commission expires _____

EXHIBIT A

EARLY VOTING DATES AND TIMES FOR THE JOINT ELECTION

(Fechas y Horarios de Votación Adelantada para la Elección Conjunta)

TO BE HELD ON MAY 6, 2023

(que se llevara a cabo 6 de Mayo del 2023)

April (Abril) 24 - 28	Monday-Friday (*Lunes a Viernes*)	8 a.m. to 5 p.m.
April (Abril) 29	Saturday (*Sabado*)	8 a.m. to 5 p.m.
April (Abril) 30	Sunday (*Domingo*)	12 p.m. to 6 p.m.
May (mayo) 1 - 2	Monday – Tuesday (L*unes y Martes)*	7 a.m. to 7 p.m.

	Location *(ubicación)*	**Room** *(Cuarto)*	**Address** *(dirección)*	**City** *(ciudad)*	**Zip** *(código postal)*
01	**KAUFMAN COUNTY LIBRARY**** **** Main Location/Ubicación principal**	Community Room	3790 S. Houston Street	Kaufman	75142
02	**FORNEY SUB COURTHOUSE**	Court Room	200 E. Main Street	Forney	75126
03	**TERRELL SUB COURTHOUSE**	Training Center	408 E. College Street	Terrell	75160
04	**KEMP SUB COURTHOUSE**	Court Room	103 N. Main Street	Kemp	75143
05	**CRANDALL/COMBINE COMMUNITY CENTER**	Community Room	500 W. Lewis	Crandall	75114
06	**MABANK CITY HALL**	Council Chambers	129 E. Market St.	Mabank	75147
07	**SCURRY ROSSER ADMIN.**	Administration Bldg.	10705 S. State Hwy 34	Scurry	75158

Revised * 2/23/23 Subject to Change

EXHIBIT B - ELECTION DAY VOTE CENTERS

Polls open from 7:00 am to 7:00 pm/ *Horario de votación n estar n abiertos de 7:00 am a 7:00 pm*

The below listed Election Day Vote Centers will be established for any qualified voter with an effective date of registration on or before April 6, 2023. A voter may vote at any of the Election Day Vote Centers for the 2023 Joint Election. *Las ubicaciones para centros de voto de días de votación se establecer n para cualquier votante calificado con una fecha efectiva de registro en o antes del 06 de abril de 2023. Un votante puede votar en cualquiera de los centros de votación de día de las elecciones para las Elección n Conjunta de 2023.*

VC#	LOCATION	ROOM	ADDRESS	CITY	ZIP
3	First Baptist Church, Forney	Chapel	1003 FM 741	Forney	75126
4	Talty Baptist Church	Fellowship Hall	5210 N FM 148	Crandall	75114
8	Terrell Sub-Courthouse	Training Center	408 E. College St	Terrell	75160
10	Scurry Rosser ISD Admin Bldg.	Admin Bldg.	10705 State Hwy 34	Scurry	75158
13	Mustang Creek Church	Foyer	13851 FM 548	Forney	75126
15	First Baptist Church, Kemp	Great Room	1320 S. Elm	Kemp	75143
16	Mabank City Hall	Council Chambers	129 E Market St	Mabank	75147
18	Crandall/Combine Community Ctr.	Community Center	500 W Lewis/FM3039	Crandall	75114
19	First Assembly of God Church	Fellowship Hall	203 Main St	Terrell	75160
20	Bingo Hall -Terrell	Storeroom	14701 Hwy 205	Terrell	75160
21	Abner Baptist Church	Fellowship Hall	6877 FM 2727	Kaufman	75142
22	Post Oak Bend Community Center	Community Ctr	1175 CR 278	Kaufman	75142
25	Forney Sub Courthouse	Court Room	200 E Main St.	Forney	75126
26	Bethlehem Baptist Church	Gym	500 S Frances St.	Terrell	75160
27	East Side Church of Christ	Foyer	627 S. FM 548	Forney	75126
28	Kaufman County Library	Community Rm	3790 S. Houston St.	Kaufman	75142
29	The Oasis	Lobby	3558 Kirby Ln.	Heartland	75126
30	Warsaw Community Center	Lobby	6430 FM 148	Kaufman	75142

Revised * 2/23/23 Subject to Change

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
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
Northeast Utility Project	Admin/PW		9/17/2021	Developer's agreeements 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
Arts Council	Admin	TBD	3/15/2023	Public Private Partnership	3,4

DISCUSSION ITEMS REPORT (DIR)

COMPLETED

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

STAR TRANSIT
Phone: 877-631-5278 | **Fax:** 972-563-0048 | **Website:** STARtransit.org
PO Box 703 | Terrell | TX 75160

April 6, 2023

To: Kaufman County

From: Ashley Berryhill, Finance Director

Re: March 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	2,396	3,244	0	0	0	0	0	**18,178**
SERVICE DAYS	21	21	20	20	18	21	23						**144**
DAILY AVERAGE	*123.3*	*125.0*	*122.7*	*121.7*	*135.3*	*114.1*	*141.0*						**883**

ELDERLY AND DISABLED RIDERSHIP	
650	Disabled Trips
	Elderly (&/or Dis) Trips
	E &D Total Rides
	E & D Percent of Total Trips – 70%

April 6, 2023

To: City of Kaufman

From: Ashley Berryhill, Finance Director

Re: March 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	19	12	22						**221**
SERVICE DAYS	21	21	20	20	18	17	23						**140**
DAILY AVERAGE	2.8	2.3	1.4	1.7	1.1	0.7	1.0						***10.9***

Ridership KPIs

Download

Completed Boardings	Avg. Boardings Per Service Hr.	Boarding Cancellations	Boarding Cancellations (No-Show)	Cancellation Percentage	Cancellation Percentage (No Show)	Total Requests
22	0.08	9	1	29.03 %	3.23 %	31

Completed Requests	No Drivers Available Requests	Request Cancellations	Request Cancellations (No Show)	Avg. # of Requests per Rider	Avg. Travel Duration	Avg. Travel Distance
22	0	9	1	2.75	9.44 min	2.08 mi

Mean Wait Time	Median Wait Time	Bookings from Admin Panel	Bookings from Rider Mobile App	Bookings from Rider Web	Flag Down Bookings	Avg. # Riders per Request
99.54 min	39.6 min	90.91 %	9.09 %	0 %	0 %	1

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City of Kaufman Last 100 3

City of Kaufman Response Summary:

	Responses	Transports	Exceptions	Compliance %	Transport %
Priority 1 <8:59	41	28	7	83%	**68%**
Priority 2 <11:59	76	43	3	96%	**57%**
Priority 3 <14:59	24	19	1	96%	**79%**
Emergency Transfers<0:59:59	52	52	16	69%	**100%**
Non-Emergency Transfers<0:15	38	37	7	82%	**97%**
Helicopter	12	12			
Totals	**243**	**191**			**68.01%**

City of Kaufman Transport Summary:

	Number	Percentage
Baylor Scott and White Dallas	4	2%
Baylor Scott and White Sunnyvale	4	2%
Baylor Scott and White Lake Pointe Rowlett	0	0%
Baylor Scott and White Lake Pointe Forney	0	0%
Childrens Medical Center	5	3%
Dallas Regional Medical Center	9	5%
Medical City Dallas	2	1%
Parkland	1	1%
Texas Health-Dallas	45	25%
Texas Health- Kaufman	59	33%
Texas Health -Plano	1	1%
Texas Health-Rockwall	3	2%
UT Health- Athens	1	1%
UT Health- Tyler	3	2%
UT Health- Cedar Creek	1	1%
VA Medical Center Dallas	0	0%
Other Hospitals	10	6%
Nursing home, residence, other	31	17%
	179	**100%**

	Number	% of Total
Patient Refusal/Treat No Transport	31	60%
Pt is DOS	1	2%
Cancellation- No Patient	20	38%
	52	100%

City of Kaufman Average Response Time

0:06:29

City of Kaufman Last 100

	Responses	Exceptions	
Priority 1	100	16	84%
Priority 2	100	4	96%
Priority 3	100	5	95%
Average Last 100 Calls			**92%**

KAUFMAN FIRE DEPARTMENT

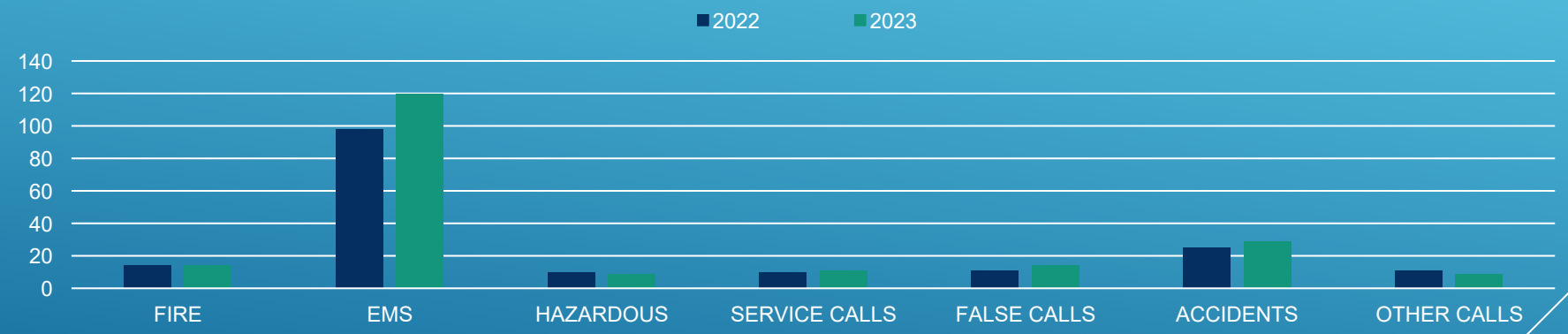
MONTHLY DASHBOARD REPORT

MARCH 2023

KAUFMAN FIRE DEPARTMENT
MONTHLY DASHBOARD REPORT
MARCH 2023

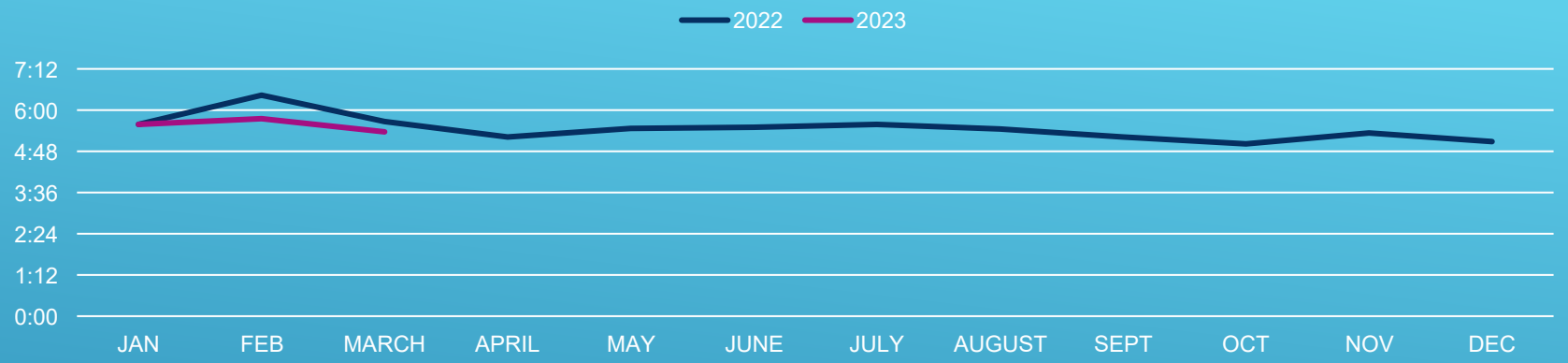
FIRE MARCH 2023 ACTIVITY

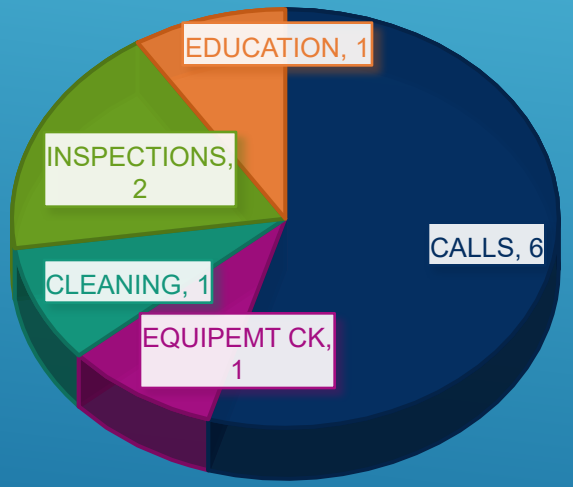
	2022 MAR	2023 MAR	MONTHLY INCREASE	FISCAL YTD OCT.21 TO MAR 22	FISCAL YTD OCT.22 TO MAR 23	FISCAL YTD INCREASE
FIRE CALLS	14	14	0%	93	92	-1%
RESCUE & EMERGENCY MEDICAL SERVICES	98	120	22%	596	685	15%
HAZARDOUS CONDITIONS	10	9	-10%	89	86	-3%
SERVICE / GOOD INTENT CALLS	10	11	10%	86	91	5%
FALSE ALARMS	11	14	27%	49	53	8%
ACCIDENTS	25	29	16%	232	204	-14%
OTHER INCIDENTS	11	9	-18%	48	40	-20%
TOTAL CALLS	179	206	15%	1193	1251	5%



KAUFMAN FIRE DEPARTMENT
MONTHLY DASHBOARD REPORT
MARCH 2023

MONTHLY RESPONSE TIMES



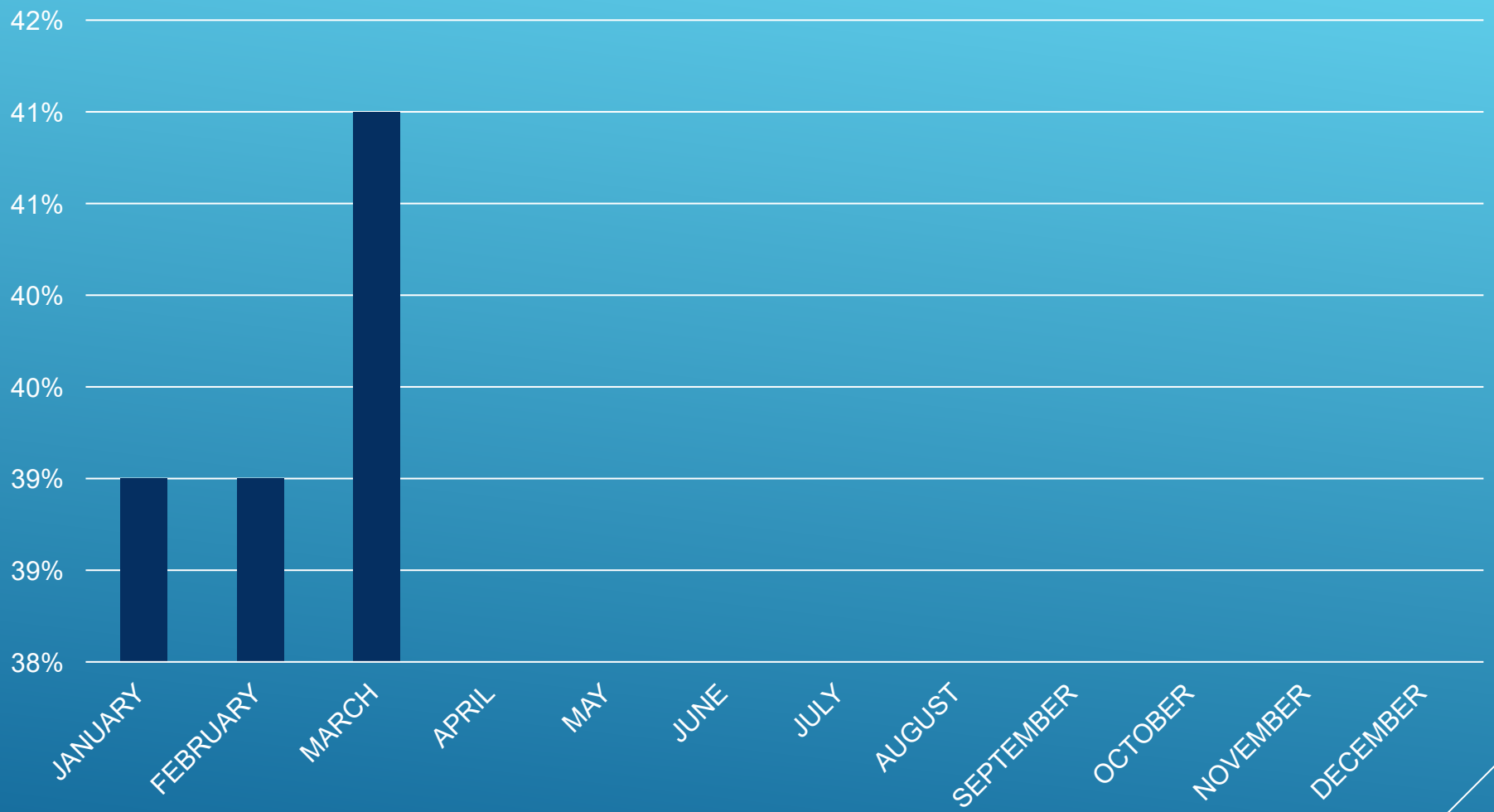


SHIFT HOURLY UTILIZATION 41%

NFPA NATIONAL STANDARDS 25% TO 30% MAXIMUM

KAUFMAN FIRE DEPARTMENT
MONTHLY DASHBOARD REPORT
MARCH 2023

MONTHLY HOURLY UTILIZATION



KAUFMAN FIRE DEPARTMENT
MONTHLY DASHBOARD REPORT
MARCH 2023

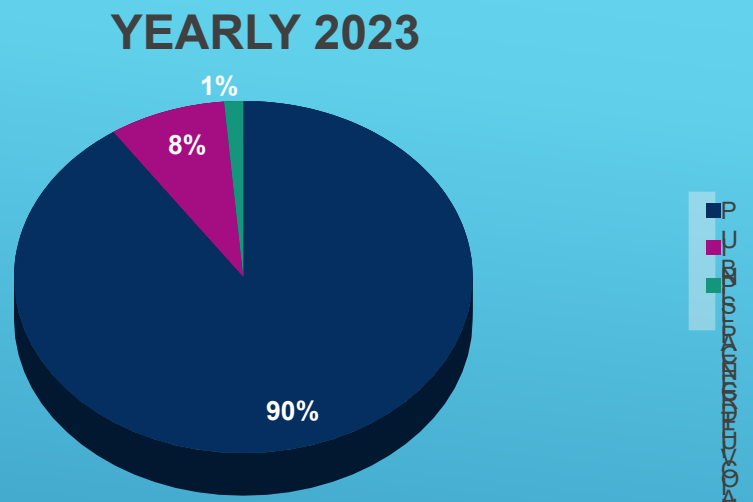
DECEMBER PREVENTION REVIEW

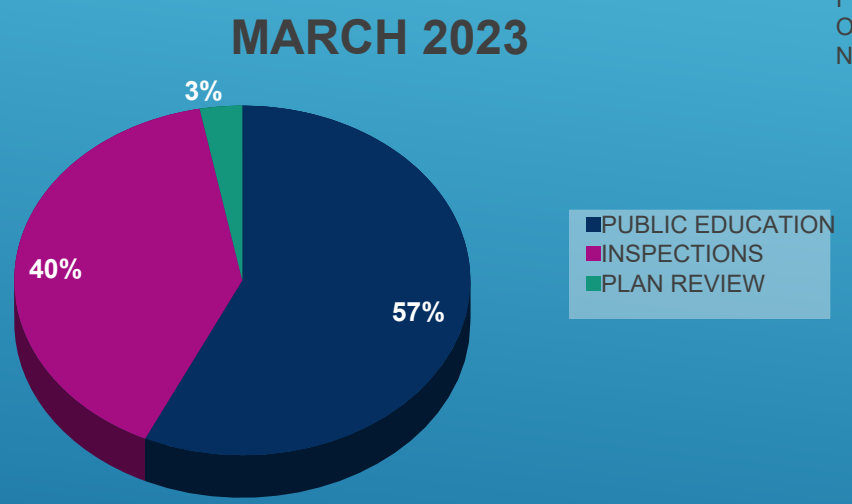
2 DEVELOPMENT PLANS REVIEWED

CONDUCTED 24 FIRE SAFETY INSPECTIONS

PERFORMED 1 CONSTRUCTION SITE FIRE SPRINKLER HYDRO TESTS

PASSED OUT FIRE PREVENTION MATERIALS TO APPROX. 34 CITIZENS





KAUFMAN FIRE DEPARTMENT
MONTHLY DASHBOARD REPORT
MARCH 2023

PERSONNEL CONTINUNING EDUCATION

FIRE

VEHICLE EXTRICATION

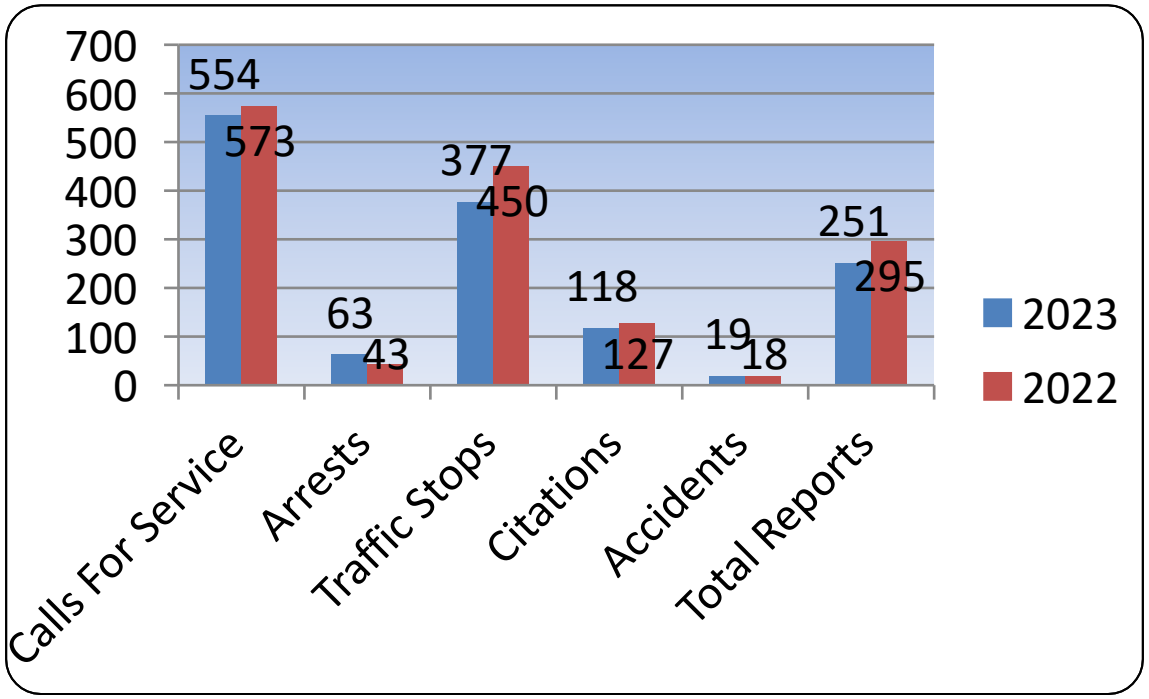
EMS

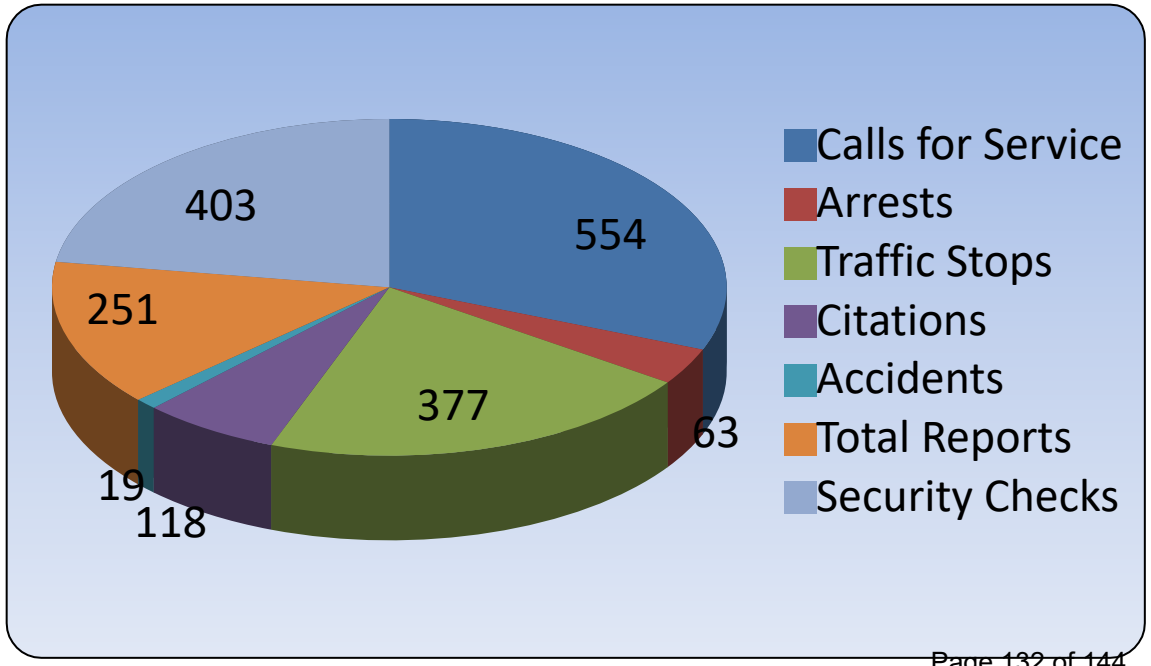
HELICOPTER LANDING ZONE SAFETY

KAUFMAN POLICE DEPARTMENT
PATROL ACTIVITY MARCH 2023

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

- **554** Calls For Service, Including Accidents
- **19** Traffic Accidents
- Completed **403** Homes, Parks, & Business Checks
- Completed **377** Traffic Stops
- Completed **65** Offence Reports
- Completed **186** Incident Reports
- Completed **251** Reports
- Made **63** Arrests
- Average monthly response time to calls is **4:20** minutes.





Community Engagement March 2023

Social Media Posts, Facebook Followers 12,554.

Events attended by Kaufman Police Department employees:

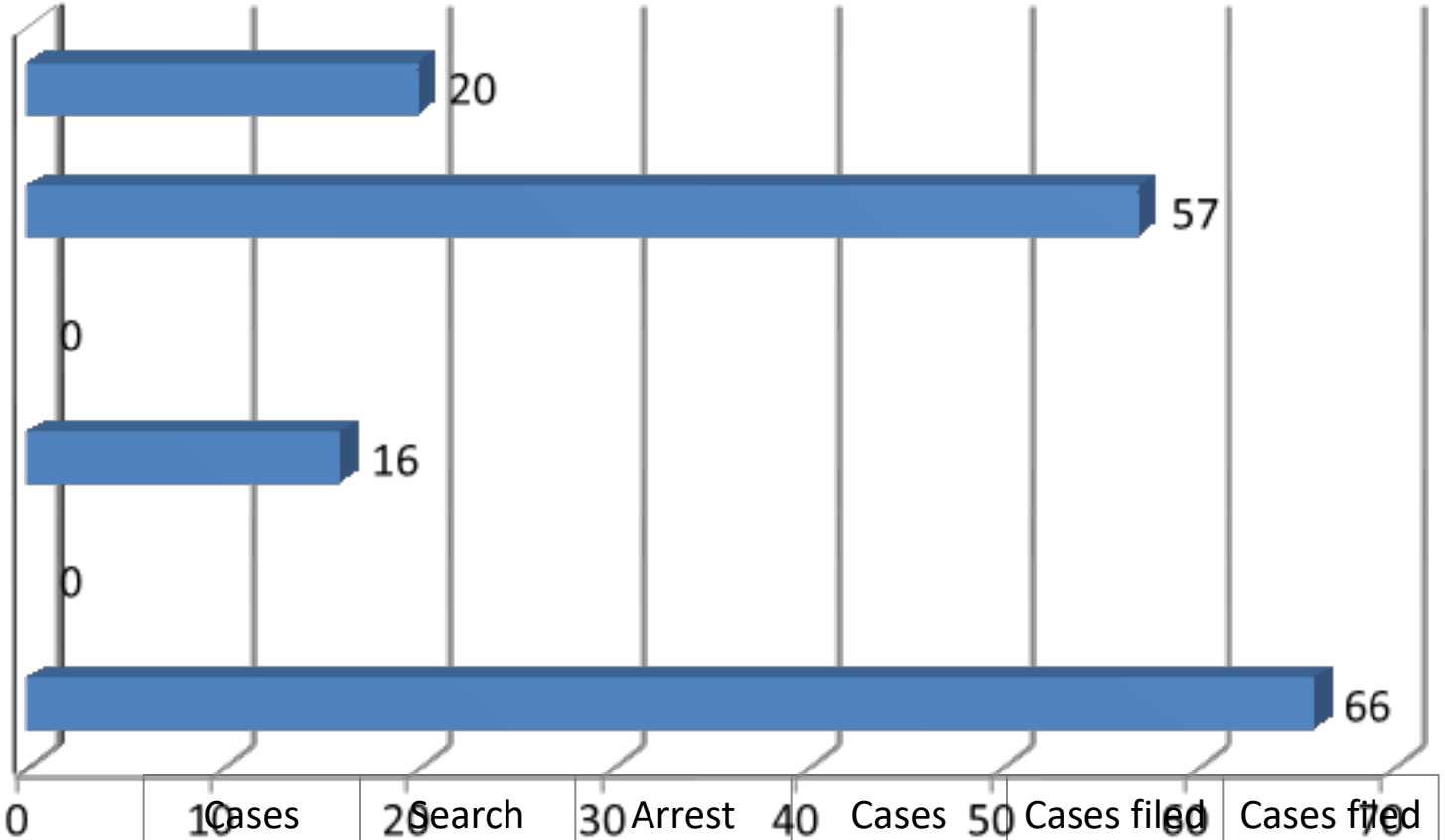
- Sgt T. Black is the Kaufman PD representative and attended the 1st meeting of the Kaufman County Children Fatality Review Team since COVID stopped the meetings.
- Sgt J. Stastny attended the Kaufman County Homeless Coalition meeting.

Training

- Chief Les Edwards attended the Kaufman County Leadership training held in Kaufman, Texas.
- Sgt. R. Wagner attended a week-long Basic Narcotics Investigator Training Certification.

KAUFMAN CRIMINAL INVESTIGATIONS
ACTIVITY MARCH 2023

Kaufman Criminal Investigations Division
March 2023



	Cases Assigned	Search Warrants	Arrest Warrants	Cases Unfounded	Cases filed with D.A.	Cases filed with City Court
March	66	0	16	0	57	20

KAUFMAN POLICE DEPARTMENT
MARCH 2023

Incident Crime Summary Year To Year Comparison

Kaufman Police Department

January - March

Offense	2022	2022 Unfounded	2023	2023 Unfounded	%Change
Homicides					
Murder and Non-negligent Manslaughter	0	0	0	0	--
Negligent Manslaughter	0	0	0	0	--
Justifiable Homicide	0	0	0	0	--
Total Homicides	0	0	0	0	--
Kidnapping/Abduction	1	0	0	0	-100.0%
Sex Offenses					
Rape	0	1	0	0	--
Sodomy	0	0	0	0	--
Sexual Assault with an Object	0	0	0	0	--
Fondling	2	0	2	0	0.0%
Total Sex Offenses	2	1	2	0	0.0%
Robbery	0	1	0	0	--
Assaults					
Aggravated Assault	6	0	2	0	-66.7%
Simple Assault	6	1	8	0	33.3%
Intimidation	0	0	1	0	--
Total Assaults	12	1	11	0	-8.3%
Arson	1	0	0	0	-100.0%
Extortion/Blackmail	1	0	0	0	-100.0%
Burglary/Breaking and Entering	2	0	6	0	200.0%
Larceny/Theft					
Pocket-Picking	0	0	0	0	--
Purse-Snatching	0	0	0	0	--
Shoplifting	3	1	12	1	300.0%
Theft of Motor Vehicle Parts	1	0	1	0	0.0%
Theft from Motor Vehicle	6	1	5	0	-16.7%
Theft from Coin-Operated Machine or Device	0	0	0	0	--
Theft from Building	1	0	7	0	600.0%
All Other Larceny	11	0	13	0	18.2%
Total Larceny/Theft Offenses	22	2	38	1	72.7%
Motor Vehicle Theft	7	1	8	0	14.3%
Counterfeiting/Forgery	2	1	2	0	0.0%

KAUFMAN POLICE DEPARTMENT
MARCH 2023

Incident Crime Summary Year To Year Comparison

Kaufman Police Department

January - March

Offense	2022	2022 Unfounded	2023	2023 Unfounded	%Change
Fraud					
False Pretenses/Swindle/Confidence Game	0	0	1	0	--
Credit Card/Automatic Teller Machine Fraud	8	0	1	0	-87.5%
Impersonation	3	0	4	0	33.3%
Welfare Fraud	0	0	0	0	--
Wire Fraud	0	0	0	0	--
Identity Theft	0	0	0	0	--
Hacking/Computer Invasion	0	0	0	0	--
Total Fraud Offenses	11	0	6	0	-45.5%
Embezzlement	0	0	7	0	--
Stolen Property	1	0	1	0	0.0%
Destruction/Damage/Vandalism of Property	7	0	15	0	114.3%
Drug/Narcotic Offenses					
Drug/Narcotic Violations	51	0	81	0	58.8%
Drug Equipment Violations	17	0	22	0	29.4%
Total Drug/Narcotic Offenses	68	0	103	0	51.5%
Sex Offenses, Nonforcible					
Incest	0	0	0	0	--
Statutory Rape	0	0	0	0	--
Total Sex Offenses, Nonforcible	0	0	0	0	--
Pornography/Obscene Material	0	3	0	0	--
Gambling					
Betting/Wagering	0	0	0	0	--
Operating/Promoting/Assisting Gambling	0	0	0	0	--
Gambling Equipment Violations	0	0	0	0	--
Sports Tampering	0	0	0	0	--
Total Gambling Offenses	0	0	0	0	--
Prostitution					
Prostitution	0	0	0	0	--
Assisting or Promoting Prostitution	0	0	0	0	--
Purchasing Prostitution	0	0	0	0	--
Total Prostitution Offenses	0	0	0	0	--
Bribery	0	0	0	0	--
Weapon Law Violations	1	0	5	0	400.0%

Incident Crime Summary Year To Year Comparison

Kaufman Police Department

January - March

Offense	2022	2022 Unfounded	2023	2023 Unfounded	%Change
Human Trafficking					
Commercial Sex Acts	0	0	0	0	---
Involuntary Servitude	0	0	0	0	---
Total Human Trafficking Offenses	0	0	0	0	---
Animal Cruelty	0	0	0	0	---
Grand Total	**138**	**10**	**204**	**1**	**47.8%**

KAUFMAN POLICE DEPARTMENT
CODE ENFORCEMENT MARCH 2023

March 2023, Kaufman Code Enforcement Located or Responded To-

- Total Violations – 107
- Cases Opened/First Notice Sent – 41
- Second Notice of Violation Sent – 2
- Cases Sent To Court – 1
- Cases Closed – 22
- Current Active Cases - 22

KAUFMAN POLICE DEPARTMENT
ANIMAL CONTROL REPORT MARCH 2023

March 2023, Kaufman Animal Control Responded To-

- 81 Calls For Service
- 2 Follow-up Calls
- Warnings Issued – 8
- Citations Issued – 1
- Traps Set – 1

Animals Captured	Animals Turned Over
On Calls – 32	To Owner – 3
On View – 2	To Humane Society – 12

Dead Animals Recovered: - 4
Non-Domestic Animals Captured – 0

Development Services
March Monthly Report
Permits Issued: 03/01/2023 - 03/31/2023

Permit Title	Project Address	Credential Contacts	Permit Issued Date	Project SQ. FT.	Valuation	Project SQ. FT.	Total Fees Collected
22-000720	2023 Food Permits - Expire	2250 S Washington St.	Marcus Crispin (Business M	03/01/2023 at 4:45 PM	$0.00		$ 300.00
23-000009	2023 Food Permits - Expire	1002 E Mulberry St.	Ana Saucedo (Business Ma	03/17/2023 at 1:00 PM	$0.00		$ 360.00
22-000540	Alcohol Beverage Permit	1606 S Washington St.	Shreedhar Ghimire (Busine	03/03/2023 at 11:19 AM	$0.00		$ 77.25
22-000611	Commercial Minor Additio	3020 E Hwy 175	Deanna Olivarez (General C	03/10/2023 at 1:56 PM	$40,000.00		$ 1,176.95
23-000061	Commercial Minor Additio	2006 S Washington St.	Montie Reed (General Con	03/24/2023 at 7:39 AM	$16,875.00		$ 472.48
23-000062	Commercial Minor Additio	105 W Mulberry St.	Doug Kelly (General Contra	03/01/2023 at 1:12 PM	$89,750.00		$ 2,254.53
23-000085	Driveway, Parking Lot or Si	205 W Barnes St.	Pedroza Guadalupe (Home	03/03/2023 at 3:39 PM	$7,500.00		$ 80.00
23-000114	Driveway, Parking Lot or Si	501 E Oak St.	Weaver Randall (Home Ow	03/16/2023 at 3:35 PM	$500.00		$ 80.00
23-000142	Driveway, Parking Lot or Si	502 W Grove St.	Maria Castillo (General Cor	03/30/2023 at 3:19 PM	$2,000.00		$ 80.00
23-000157	Driveway, Parking Lot or Si	1400 S Washington St.	Hernesto Yanez (General C	03/22/2023 at 2:12 PM	$6,850.00		$ 82.40
22-000515	Electrical Permit	901 Crestview Dr.	Edwin Walker (Electrical Co	03/08/2023 at 4:42 PM	$0.00		$ 82.40
23-000091	Electrical Permit	300 W South St., A	Jerry McWilliams (Electrica	03/09/2023 at 2:39 PM	$400.00		$ 82.40
23-000092	Electrical Permit	300 W South St., B	Jerry McWilliams (Electrica	03/09/2023 at 2:29 PM	$400.00		$ 82.40
23-000093	Electrical Permit	300 W South St., C	Jerry McWilliams (Electrica	03/09/2023 at 2:26 PM	$400.00		$ 82.40
23-000094	Electrical Permit	300 W South St., D	Jerry McWilliams (Electrica	03/09/2023 at 2:23 PM	$400.00		$ 82.40
23-000187	Electrical Permit	201 Kings Fort Pkwy.	Vuong Nguyen (Electrical C	03/30/2023 at 9:59 AM	$1,500.00		$ 82.40
23-000107	Electrical Permit (Web Bas	65 OAK CREEK Dr.	William Witty (Electrical Co	03/16/2023 at 7:52 AM	$19,000.00		$ 82.40
23-000164	Fence Permit	1703 Bent Creek Dr.	Mark Spradlin (Fence Contr	03/29/2023 at 8:09 AM	$2,896.00		$ 82.40
23-000165	Fence Permit	1902 Sandy Knoll Dr.	Mark Spradlin (Fence Contr	03/29/2023 at 8:09 AM	$1,993.00		$ 82.40
23-000166	Fence Permit	1508 Running Brooks Ct.	Mark Spradlin (Fence Contr	03/29/2023 at 8:10 AM	$3,128.00		$ 82.40
23-000167	Fence Permit	1506 Running Brooks Ct.	Mark Spradlin (Fence Contr	03/29/2023 at 8:11 AM	$1,946.00		$ 82.40
23-000168	Fence Permit	1504 Running Brooks Ct.	Mark Spradlin (Fence Contr	03/29/2023 at 8:11 AM	$3,222.00		$ 82.40
23-000169	Fence Permit	1502 Running Brooks Ct.	Mark Spradlin (Fence Contr	03/29/2023 at 8:08 AM	$5,906.00		$ 82.40
23-000170	Fence Permit	1802 Pecan Valley Dr.	Mark Spradlin (Fence Contr	03/30/2023 at 7:27 AM	$6,526.00		$ 82.40
23-000171	Fence Permit	1804 Pecan Valley Dr.	Mark Spradlin (Fence Contr	03/30/2023 at 7:26 AM	$2,021.00		$ 82.40
23-000172	Fence Permit	1806 Pecan Valley Dr.	Mark Spradlin (Fence Contr	03/30/2023 at 7:25 AM	$3,935.00		$ 82.40
23-000173	Fence Permit	1810 Pecan Valley Dr.	Mark Spradlin (Fence Contr	03/30/2023 at 7:25 AM	$2,715.00		$ 82.40
23-000174	Fence Permit	1820 Pecan Valley Dr.	Mark Spradlin (Fence Contr	03/30/2023 at 7:24 AM	$3,691.00		$ 82.40
23-000176	Fence Permit	1834 Pecan Valley Dr.	Mark Spradlin (Fence Contr	03/30/2023 at 7:23 AM	$4,010.00		$ 82.40
23-000177	Fence Permit	1814 Pecan Valley Dr.	Mark Spradlin (Fence Contr	03/30/2023 at 7:22 AM	$3,034.00		$ 82.40
23-000178	Fence Permit	1830 Pecan Valley Dr.	Mark Spradlin (Fence Contr	03/30/2023 at 7:21 AM	$4,273.00		$ 82.40
23-000179	Fence Permit	1818 Pecan Valley Dr.	Mark Spradlin (Fence Contr	03/30/2023 at 7:21 AM	$2,584.00		$ 82.40
23-000180	Fence Permit	1832 Pecan Valley Dr.	Mark Spradlin (Fence Contr	03/30/2023 at 7:20 AM	$1,946.00		$ 82.40
23-000181	Fence Permit	1816 Pecan Valley Dr.	Mark Spradlin (Fence Contr	03/30/2023 at 7:26 AM	$2,978.00		$ 82.40
23-000182	Fence Permit	1836 Pecan Valley Dr.	Mark Spradlin (Fence Contr	03/30/2023 at 7:20 AM	$4,855.00		$ 82.40
23-000183	Fence Permit	1812 Pecan Valley Dr.	Mark Spradlin (Fence Contr	03/30/2023 at 7:19 AM	$3,673.00		$ 82.40
23-000189	Fence Permit	1303 S Jefferson St.	Vicky Pearce (General Cont	03/30/2023 at 3:33 PM	$2,000.00		$ 80.00
23-000112	Fire Alarm, Fire Lane, Fire S	502 E Grove St.	Nan Edwards (Fire Suppres	03/17/2023 at 8:51 AM	$9,318.00		$ 185.40
23-000113	Grading	0000 S Washington St.	James Cruser (General Con	03/22/2023 at 8:06 AM	$420,000.00		$ 82.40
23-000163	New water line yard servic	505 S Houston St.	David Kirk (Plumbing Contr	03/29/2023 at 2:13 PM	$2,200.00		$ 82.40
23-000088	Plumbing Permit	2203 La Jolla Dr.	Wesley Stinson (Plumbing (	03/07/2023 at 3:23 PM	$10,000.00		$ 82.40
23-000095	Plumbing Permit	2006 S Washington St.	Kelles Miller (Plumbing Cor	03/13/2023 at 8:39 AM	$11,365.00		$ 82.40
23-000117	Plumbing Permit	1006 E Hickory St.	Charles McClain (Plumbing	03/20/2023 at 10:56 AM	$6,500.00		$ 82.40
23-000119	Plumbing Permit	2305 LA JOLLA Dr.	Curtis Hines (Plumbing Con	03/21/2023 at 8:41 AM	$17,000.00		$ 82.40
23-000160	Plumbing Permit	205 E Grove St.	Brad Bacon (Plumbing Con	03/27/2023 at 8:04 AM	$1,891.05		$ 82.40
23-000185	Plumbing Permit	407 W 4Th St.	Terry Smith (Plumbing Con	03/30/2023 at 8:22 AM	$550.00		$ 80.00
23-000090	Plumbing Permit sewer rel	4893 Lions Den Trl.	Jose Trejo (Plumbing Contr	03/14/2023 at 2:27 PM	$1,500.00		$ 82.40

22-000430	REMODEL OF FRESENIUS K	2213 Old Kemp Hwy.	Donny Gant (Plumbing Con	03/08/2023 at 4:33 PM	$12,000.00		$ 82.40
23-000078	REROOF	2202 Elizabeth St.	Tonda Law (Home Owner)	03/02/2023 at 4:50 PM	$3,720.00		$ 82.40
23-000089	Residential Accessory/Carp	3 Climbing Tree Ln.	Glen Walker (General Cont	03/07/2023 at 12:45 PM	$20,000.00		$ 80.00
23-000115	Residential Accessory/Carp	1072 E Hwy 175	Jairo Manzano (General Co	03/17/2023 at 2:15 PM	$750.00		$ 82.40
23-000048	Residential Addition, Remo	106 E 10th St.	Christopher Davis (General	03/06/2023 at 1:06 PM	$26,000.00	820.00	$ 1,314.28
23-000055	Residential Addition, Remo	504 E 1st North St.	Ulises Reyes (General Cont	03/10/2023 at 2:09 PM	$7,000.00	700.00	$ 1,234.28
23-000087	Residential Addition, Remo	1904 Melody Cir.	Kyle Wilson (General Contr	03/29/2023 at 8:38 AM	$8,500.00	1136.00	$ 82.40
23-000105	Residential Addition, Remo	1605 S Houston St.	Pablo Hernandez (General	03/13/2023 at 11:57 AM	$1,700.00	1468.00	$ 160.00
23-000106	Residential Addition, Remo	1605 S Houston St.	Pablo Hernandez (General	03/13/2023 at 3:17 PM	$40,000.00	1468.00	$ 80.00
23-000111	Residential Addition, Remo	1000 S Jackson St.	April Drury (General Contra	03/16/2023 at 7:42 AM	$2,800.00		$ 82.40
22-000102	Residential New Permit	903 Melody Cir.	Oscar San Martin (General	03/30/2023 at 3:11 PM	$150,000.00	1508.00	$ 6,426.45
23-000097	Residential New Permit	3819 Myrtle Way	Ruben Reyna (General Con	03/22/2023 at 4:40 PM	$477,000.00	8234.00	$ 6,859.91
23-000098	Residential New Permit	3921 Holly Springs Ln.	Ruben Reyna (General Cor	03/22/2023 at 4:48 PM	$430,000.00	8353.00	$ 6,895.61
23-000099	Residential New Permit	3905 Holly Springs Ln.	Ruben Reyna (General Con	03/22/2023 at 4:41 PM	$508,000.00	9164.00	$ 7,138.91
23-000100	Residential New Permit	3823 Myrtle Way	Ruben Reyna (General Cor	03/22/2023 at 4:46 PM	$401,000.00	7488.00	$ 6,636.11
23-000101	Residential New Permit	3907 Holly Springs Ln.	Ruben Reyna (General Con	03/22/2023 at 4:45 PM	$427,000.00	8437.00	$ 6,920.81
23-000102	Residential New Permit	3830 Myrtle Way	Ruben Reyna (General Con	03/22/2023 at 4:50 PM	$398,000.00	8006.00	$ 6,791.51
23-000103	Residential New Permit	1608 Knoll Crest Dr.	Justin Stephens (General C	03/21/2023 at 12:35 PM	$281,990.00	2001.00	$ 5,115.72
23-000109	Roof (Repair or Replace)	1605 Austin Dr.	Harbinder Malhi (General C	03/14/2023 at 12:37 PM	$5,000.00		$ 80.00
23-000116	Roof (Repair or Replace)	2101 Elizabeth St.	Melinda Eliazar (Home Ow	03/20/2023 at 7:18 AM	$5,000.00		$ 80.00
23-000070	Sign Permit	1301 S Washington St.	Richard James (Electrical Si	03/09/2023 at 10:52 AM	$2,500.00		$ 164.80
23-000076	Solar Panel Permit	2001 Elizabeth St.	Tyler Germany (Electrical C	03/02/2023 at 1:11 PM	$65,250.00		$ 545.90
23-000077	Solar Panel Permit	4003 Three Forks Rd.	Tyler Germany (Electrical C	03/02/2023 at 1:08 PM	$22,345.00		$ 545.90
23-000083	Solar Panel Permit	1404 CEDAR KNOLL Dr.	Charles Gonzales (Electrica	03/09/2023 at 10:24 AM	$55,000.00		$ 539.90
23-000086	Solar Panel Permit	3918 Holly Springs Ln.	David Conrad (Electrical Co	03/13/2023 at 8:37 AM	$42,000.00		$ 539.90
23-000096	Solar Panel Permit	1596 Anthony St.	Gregory Butterfield (Gener	03/13/2023 at 2:11 PM	$34,101.00		$ 530.00
23-000104	Solar Panel Permit	1605 Phillips Lane	Bryson Solomon (Electrical	03/28/2023 at 11:59 AM	$26,000.00		$ 545.90
23-000188	Solar Panel Permit	4037 Three Forks Rd.	Marco Chavez (Electrical Co	03/31/2023 at 1:39 PM	$28,000.00		$ 530.00
23-000110	South Pointe Early Grading	0000 S. Houston & S. Highway 34 Bypass	Daniel Garcia (General Con	03/16/2023 at 7:13 AM	$650,000.00		$ 82.40
23-000007	Temporary Use Permit	113 E Grove St.	Glieth Pugh (Business Man	03/23/2023 at 10:10 AM	$0.00		
23-000008	Temporary Use Permit	113 E Grove St.	Glieth Pugh (Business Man	03/29/2023 at 7:30 AM	$0.00		$ 200.00
					$4,865,587.05	58873.00	$68,560.90

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 City Hall Closed- Memorial Day	30	31			

JUNE 2023

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

JULY 2023

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1 Red, White & BOOM
2	**3**	**4** City Hall Closed- Good Friday	**5**	**6**	**7**	**8**
9	**10**	**11** **Planning & Zoning Meeting**	**12**	**13** **Parks & Rec Meeting**	**14**	**15**
16	**17**	**18** **KEDC**	**19**	**20**	**21**	**22**
23	**24** **Regular City Council Meeting**	**25**	**26**	**27**	**28**	**29**
30	**31**					