# NOTICE OF REGULAR MEETING



Notice is hereby given that a regular meeting of the Kaufman County Commissioners' Court will be held on Wednesday, August 1, 2018 at 9:00 a.m., in the Commissioners' Court Room at the Courthouse Annex 100 North Washington Street, Kaufman, Texas, at which time the commissioners' court will consider the following items for discussion, and possible action, to wit:

# INVOCATION;

# PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG; PLEDGE OF ALLEGIANCE TO THE TEXAS FLAG;

**REMARKS FROM VISITORS;** (Any member of the public that wishes to speak on an item that is on this agenda will need to sign in, complete a Public Participation Form, and present to County Clerk prior to court. Speakers will be restricted to a three minute presentation.)

- 1. ROUTINE CORRESPONDENCE.
- 2. CONSENT AGENDA
  - A. **Discuss/Consider** proclaiming the week of August 12-18, 2018 as National Health Center Week in Kaufman County.
- 3. **Ralph Davis, Carrie Sharp and Katie Sotzing**; To present the monthly report for June and July 2018.
- 4. **Brenda Samples; Discuss/Consider** approving Assessments and Collections Contract with the Kaufman County Fresh Water Supply District No. 4A.
- 5. **Brenda Samples; Discuss/Consider** approving Assessments and Collections Contract with the Kaufman County Municipal Utility District No. 10.
- 6. **Laura Hughes; Discuss/Consider** Freese and Nichols technical memorandum regarding Poetry Ranch and the Thoroughfare Plan.
- 7. **Discuss/Consider** approving any necessary action as a result of technical memorandum findings regarding the 2035 Thoroughfare Plan and Windmill Farms Phase 4 Development.
- 8. **Discuss/Consider** approving variances for Windmill Farms 4D preliminary plat.
- 9. Discuss/Consider approving preliminary plat for Windmill Farms 4D.
- 10. Discuss/Consider line item transfers.
- 11. **Discuss/Consider** claims for payment.
- 12. Adjourn Regular Meeting.

If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the Commissioners' Court will conduct a closed meeting in accordance with the Texas Open Meetings Act and the Government Code, Chapter 551, Subchapter D and E; as noted below

| Attorney Consultation               | Gov't Code §551.071  | Gov't Code §551.071 |  |  |
|-------------------------------------|----------------------|---------------------|--|--|
| Real Property                       | Gov't Code §551.072  |                     |  |  |
| Contract being negotiated           | Gov't Code §551.0725 |                     |  |  |
| Prospective gifts or donations      | Gov't Code §551.073  |                     |  |  |
| Personnel Matters                   | Gov't Code §551.074  |                     |  |  |
| County Advisory Body deliberations  | Gov't Code §551.0745 |                     |  |  |
| Security Devices or Security Audits | Gov't Code §551.076  | 1                   |  |  |
| Economic Development negotiations   | Gov'l Code \$551.087 |                     |  |  |

Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. Should any final action, final decision, or final vote be required in the opinion of the Commissioners' Court with regards to any matter considered in such closed or executive meeting or session, then the final action, final decision, or final vote shall be either:

(a) in the open meeting covered by the notice upon the reconvening of the public meetings; or (b) at a subsequent open public meeting of the Commissioners' Court upon notice thereof; as the Commissioners'

Court shall determine.

Signed this the 27<sup>2</sup> day of Ju

Bruce Wood, Kaufman County Judge

I, the undersigned, County Clerk of the Kaufman County Commissioners' Court do hereby certify that the above notice of meeting of the Kaufman County Commissioners' Court is a true and correct copy of said notice, that I received said Notice, and it was posted on the bulletin board at the courthouse door of Kaufman County, Texas at a place readily accessible to the general public at all times on the 212 day of 149, 2018, and said notice remained, Y so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

| Laura Hughes, County Clerk |         |
|----------------------------|---------|
| By: Jamo Thakes            | 13 . 2. |
| Deputy Kylie Loss          |         |

(ANYONE WHO HAS IMPAIRMENTS REQUESTING AID AT THE COMMISSIONERS' COURT OR ANY PUBLIC MEETING MUST CALL THE COUNTY CLERK AT LEAST 72 HOURS PRIOR TO THE MEETING.



## **Proclamation for National Health Center Week 2018**

Whereas: Carevide, formerly Community Health Service Agency, Inc., a Health Center in Northeast Texas, serves communities in five counties by providing high quality, cost effective, and accessible primary and preventative care to all individuals regardless of insurance status or ability to pay.

Whereas: As locally owned and operated, Health Centers serve as critical economic engines helping to power local economies by generating billions of dollars in combined economic impact and creating jobs in some of the country's most economically deprived communities.

Whereas: Health Centers are located in medically underserved areas and locally controlled by patient-majority boards, making each Health Center responsive to the needs of the specific community it serves.

Whereas: Every day, Health Centers develop new approaches to integrating a wide range of services beyond primary care, including oral health, vision, behavioral health, and pharmacy services, to meet the needs and challenges of their communities.

Whereas: The Health Center model continues to prove an effective means of overcoming barriers to access including geography, income and insurance status, and in doing so, improves health care outcomes and reduces health care system costs.

Whereas: National Health Center Week offers the opportunity to recognize America's nearly 1,400 health center organizations with over 10,400 service delivery sites, their dedicated staff, board members, patients and all those responsible for their continued success and growth since the first health centers opened their doors more than 50 years ago.

Whereas: During National Health Center Week, we celebrate the legacy of America's Health Centers, and their vital role in shaping the past, present, and future of America's health care system.

NOW, THEREFORE, We, the Kaufman County Commissioners' Court, do hereby proclaim August 12-18, 2018, as National Health Center Week in Kaufman County. We encourage all Americans to take part in this week by visiting their local Health Center and celebrating the important partnership between America's Health Centers and the communities they serve.

Bruce Wood, Kaufman County Judge

| Greenville     | Greenville      | Greenville      | Greenville         | Bonham       | Cooper        | Farmersville      | Kaufman       |
|----------------|-----------------|-----------------|--------------------|--------------|---------------|-------------------|---------------|
| Carevide       | Carevide        | Carevide        | Carevide           | Carevide     | Carevide      | Carevide          | Carevide      |
| Greenville     | Dental          | Pediatrics      | Women's Center     | Bonham       | Cooper        | Farmersville      | Kaufman       |
| 4311 Wesley    | 3600 Caddo      | 4311 Wesley     | 4311 Wesley St ,   | 920 N Center | 91 W Side Sq, | 111 N Johnson     | 101 N Houstor |
| St Greenville, | St. Greenville, | St. Greenville, | Ste B, Greenville, | St. Bonham.  | Cooper TX     | St. Farmersville, | St, Kaufman,  |
| TX 75401       | TX 75401        | TX 75401        | TX 75401           | TX 75418     | 75432         | TX 75442          | TX 75142      |

#### Locations:

# Kaufman County

# Assessments and Collections Contract

### I. PURPOSE

This contract between the Kaufman County Tax Assessor/Collector and the Kaufman County Municipal Utility District No. 10 is entered into pursuant to Section 6.24 of the Texas Property Tax Code and Sec. 791.011 of the Texas Government Code.

#### **II. SCOPE OF SERVICES**

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

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

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

#### 2. ADDITIONAL SERVICES AVAILABLE TO TAXING UNIT

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

#### 3. EXCLUSIONS

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

In the event of a rollback election by the Taxing Unit, the TAC shall assume no duty or responsibility hereunder regarding (1) any matter relating to a financial or legal obligation said Taxing Unit may owe to any applicable Appraisal District; (2) the adoption of Taxing Unit's corrected/modified/amended tax rates, and related publications or notices pertaining thereto, or (3) any other obligation imposed by law or other controlling authority upon Taxing Unit not specifically stated in this Agreement.

#### **III. COMPENSATION**

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

It is expressly understood and agreed that the Kaufman County Municipal Utility District No. 10 will pay costs stated in Exhibit A, the Notice of Annual per Parcel Cost, or future fees per parcel that might be amended over time, with the approval of the Kaufman County Commissioners Court. If the Notice of Annual Per Parcel Cost is amended in the future, the remainder of this Agreement shall remain in full force and effect unless specifically changed by supplemental, amended or a replacement Agreement. Before any such amendment may take effect, timely notice must be provided. To be considered timely, said notice shall be provided on or before the 1st day of June of each year, with an effective date of October 1st of the new tax year.

The TAC's compensation for performing the primary services contemplated herein shall be invoiced by January 31st annually, and shall include, but not be limited to; the certified tax roll and all accounts added through supplements to the tax collection system to the certified Tax Roll received from the applicable appraisal district(s) since certification.

#### IV. COOPERATION

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

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

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

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

#### V. NOTICE OF APPLICABLE TAX RATES

Taxing Unit shall provide the TAC with timely notice regarding the adoption of all applicable tax rates and exemptions, as well as related directives, orders, decisions or other matters which impact the assessment and collection of ad valorem property taxes. As used herein, the phrase "timely" shall mean adopting the applicable tax rate for the Taxing Unit and providing notice to the TAC of same no later than September 30th for each year that this Contract remains in effect.

In the event that the Taxing Unit does not timely adopt its tax rate on or before September 30<sup>th</sup> and notify the TAC of same, the Taxing Unit agrees that it will bear all reasonable and additional costs incurred by the TAC as a direct or indirect result of Taxing Unit's failure to timely adopt its tax rate. All such costs are in addition to the collection fees set out in the attached Notice of Annual per Parcel Cost.

#### VI. DEPOSIT OF FUNDS

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

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

#### VII. REFUNDS

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

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

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

#### VIII. AUDIT CONTROLS

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

#### IX. DELINQUENT TAX COLLECTION

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

In the event the Taxing Unit utilizes different legal counsel than the

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

#### X. NOTICES

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

# XI. SUPPLEMENTAL SURETY BOND RECOMMENDED

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

#### XII. TERM AND DURATION OF AGREEMENT

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

#### XIII. SOVEREIGN IMMUNITY

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

## XIV. MISCELLANEOUS PROVISIONS

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

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

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

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

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

AGREED AS TO FORM AND CONTENT:

Brenda Samples Kaufman County Tax Assessor/Collector Date

/fiester Geisle:

07.11.18 Date

Bruce Wood Kaufman County Judge Date

#### Exhibit A

#### Annual Notice of Per Parcel Cost for Ad Valorem Tax Collections for 2014

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

These per parcel costs were effective with the July 2013 certified roll and were billed and collected by January 31, 2014.

|                             | 2013 Tax Year | 2014 Tax Year |
|-----------------------------|---------------|---------------|
| Parcels with Kaufman County | \$1.50        | \$1.50        |
|                             |               |               |

(Certified by Kaufman County Appraisal District)

Parcels outside of Kaufman County \$2.10 \$2.10

(Certified by any other CAD besides Kaufman CAD)

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

Brenda Samples Tax Assessor/Collector

# Kaufman County

# Assessments and Collections Contract

#### I. PURPOSE

This contract between the Kaufman County Tax Assessor/Collector and the Kaufman County Fresh Water Supply District No. 4A is entered into pursuant to Section 6.24 of the Texas Property Tax Code and Sec. 791.011 of the Texas Government Code.

#### **II. SCOPE OF SERVICES**

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

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

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

#### 2. ADDITIONAL SERVICES AVAILABLE TO TAXING UNIT

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

### 3. EXCLUSIONS

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

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#### **III. COMPENSATION**

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It is expressly understood and agreed that the Kaufman County Fresh Water Supply District No. 4A will pay costs stated in Exhibit A, the Notice of Annual per Parcel Cost, or future fees per parcel that might be amended over time, with the approval of the Kaufman County Commissioners Court. If the Notice of Annual Per Parcel Cost is amended in the future, the remainder of this Agreement shall remain in full force and effect unless specifically changed by supplemental, amended or a replacement Agreement. Before any such amendment may take effect, timely notice must be provided. To be considered timely, said notice shall be provided on or before the 1st day of June of each year, with an effective date of October 1st of the new tax year.

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

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

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In the event the Taxing Unit utilizes different legal counsel than the

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

#### X. NOTICES

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

#### XI. SUPPLEMENTAL SURETY BOND RECOMMENDED

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#### XII. TERM AND DURATION OF AGREEMENT

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#### XIII. SOVEREIGN IMMUNITY

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

#### XIV. MISCELLANEOUS PROVISIONS

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

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

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

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

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

AGREED AS TO FORM AND CONTENT:

Brenda Samples Kaufman County Tax Assessor/Collector Date

Moorg

President

Date

Date

Bruce Wood Kaufman County Judge

#### Exhibit A

## Annual Notice of Per Parcel Cost for Ad Valorem Tax Collections for 2014

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

These per parcel costs were effective with the July 2013 certified roll and were billed and collected by January 31, 2014.

|  | 2013 Tax Year | 2014 Tax Year |  |  |
|--|---------------|---------------|--|--|
| Parcels with Kaufman County                      | \$1.50        | \$1.50        |  |  |
| (Certified by Kaufman County Appraisal District) |               |               |  |  |
| Parcels outside of Kaufman County                | \$2.10        | \$2.10        |  |  |

(Certified by any other CAD besides Kaufman CAD)

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

Brenda Samples Tax Assessor/Collector

# TECHNICAL MEMORANDUM

Innovative approaches Practical results Outstanding service

2711 N. Haskell Avenue, Suite 3300 • Dallas, Texas 75204 • 214-217-2200 • FAX 214-217-2201

www.freese.com

| то:      | Kaufman County   |
|----------|--|
| FROM:    | Staron Faucher, AICP<br>Edmund Haas, AICP  |
| SUBJECT: | Windmill Farms-Phase 4 Development Review, Implications to Kaufman<br>County Thoroughfare Plan |
| PROJECT: | Kaufman County Thoroughfare Plan Administration  |
| DATE:    | July 23, 2018  |
| Cc:      | John Polster, ITS  |

# PURPOSE

The Kaufman County Thoroughfare Plan serves as a policy guide towards development of the long-term county-wide transportation network. The plan defines the general location, alignment, and type of roadway facilities necessary to accommodate long-term growth of the county and more importantly, mobility and safety to the traveling public. The Thoroughfare Plan was adopted in September 2016.

This review evaluates transportation implications of the proposed Windmill Farms, Phase 4 development application for compliance with the Thoroughfare Plan.

# Background

Windmill Farms is a mixed-use development located northeast of Forney between US-80 and FM 548. Phase 4 of the development consists of 90.1 acres, and is located east of the intersection of FM 548 and University Drive. Proposed development 197 residential lots, one commercial lot, and four other open space lots. The commercial lot consists of 24.2 acres (Lot 1X) and identifies 1.05 million square feet of development opportunity. **Figure 1** depicts Phase 4 of the Windmill Farms Development imposed on the existing thoroughfare plan. **Figure 2** illustrates the proposed changes. The development, under its current design, would require an amendment to the thoroughfare network.

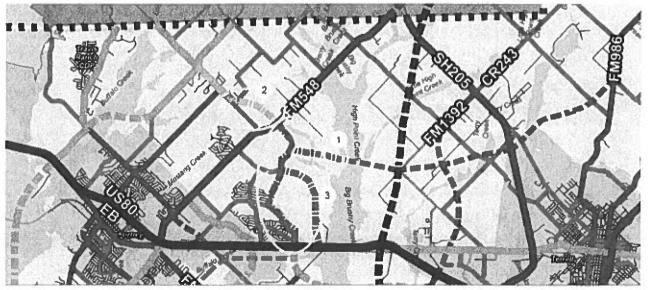
Transportation Review-Windmill Farms, Ph. 4 July 18, 2018 Page 2 of 7





Figure 1. Existing Kaufman Thoroughfare Network Through Windmill Farms

Figure 2. Windmill Farms Proposed Roadway Realignments



Transportation Review-Windmill Farms, Ph. 4 July 18, 2018 Page 3 of 7

# DRAFT

# Proposed thoroughfare modifications include:

- 1. The eastern segment of University Drive Extension would T- into Windmill Farms and stop rather than continuing to the Existing University Drive alignment at FM 548.
- 2. Realigning University Drive to connect with Windmill Farms Boulevard at the current intersection of Windmill Farm and FM 548.
- 3. Recognize Windmill Farms Boulevard and the Future Eastern Boulevard as Minor Arterials.

# **Additional Amendments**

4. Retain the current section of University Drive (from CR 221 to FM 548) as a collector class facility which would then serve as a connection point to a proposed roadway from Windmill Farms (Depicted in marker No. 2).

# System-wide Network Implications

The University Extension, as depicted on the thoroughfare plan, is Minor Arterial class facility (3-4 lanes, 100-120 ROW) extending from FM 548 to FM 986. The purpose of the corridor is to improve east to west connectivity in northern Kaufman County by providing a seamless connection FM 548 the North to South Connector, and SH 205 between Forney and Terrell. This corridor will also supplement east-west demands that would get funneled to US80 under the current roadway network at (currently) critical pinch points. Maintaining this corridor is key to facilitating area circulation within this sector of the County.

The following section details the impact the proposed thoroughfare amendment would have on the thoroughfare network.

- The University Extension's alignment currently depicts a seamless east to west connection from FM 548 to the North-South Connector to SH 205. The proposed realignment of the western segment of the corridor would intersect FM 548 and create and off-set intersection with the existing Windmill Farms Boulevard alignment. This could only be averted to create T-intersection if the roadway was aligned through two existing homes.
- If the eastern segment of the University Extension T's into Windmill Farms Boulevard the intersection would create an interruption in the future flow of traffic between the North to South Connector and FM 548 due to turning movements.
- The existing segment of University (from CR221 to FM 548) would be downgraded to a collector facility. In order to provide access to the Windmill Farms development, and depicted in Figure 1, the segment would need to be realigned to T-into the realigned University Extension.
- The segment of the University Extension between FM 548 and Windmill Farms would be removed from the thoroughfare plan.
- Reconfiguring the Phase 4 development plans to include the University Extension may allow a secondary ingress point to access the large commercial lot from the east and reduce potential pinch points at the north end of the development.

Transportation Review-Windmill Farms, Ph. 4 July 18, 2018 Page 4 of 7



• A direct link to the North to South Connector would improve access to the Windmill Farms development and improve the visibility of the development's commercial elements.

#### Land Use and Economic Implications

- Realigning the western segment of University, which is an existing facility, will increase the overall cost
  of improving the network in the area. The alignment would go thorough up to nine different parcels
  –
  including two existing homes (Figure 3). This would require more ROW to be acquired than widening
  the existing alignment.
- The Windmill Farms group has not spoken with the owners of the parcels the realignment would go
  through to determine if there are plans for future development. Efforts to realign the roadway should
  be coordinated with the affected property owners.
- The western realignment runs next to a flood plain, which would limit the development potential along this segment of the corridor. The alignment would be about 350 feet from the flood plain. The current existing alignment is not located within the flood plain.
- Phase 4 of the Windmill Farms project is largely conceptual. It can be redesigned to fit the current thoroughfare plan alignments with little impact to existing developments/ property owners.

# CONCLUSION

Transportation elements of the proposed development were reviewed relative to the Kaufman County Thoroughfare Plan. Based on our review of the applications, we recommend the following:

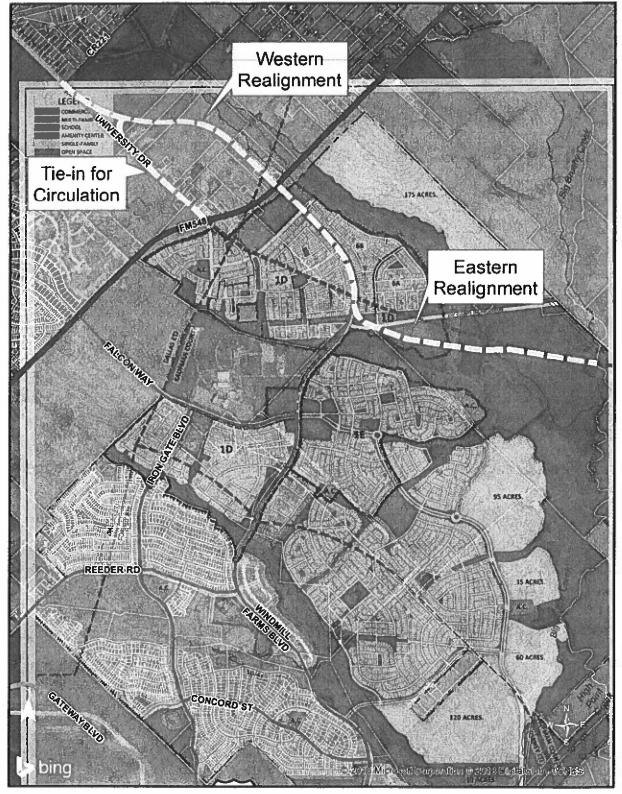
- 1. A direct connection would need to be maintained between FM 548 and the North to South Connector utilizing University Drive.
- 2. Windmill Farms Boulevard would need to T-into University Boulevard.
- 3. Windmill Farms may be ungraded in to a Minor Arterial Class facility in the thoroughfare plan.
- 4. Future Eastern Boulevard should remain a collector class facility. The thoroughfare standards included in Kaufman County's thoroughfare network are minimum standards. A wider ROW is acceptable.

End of Memorandum

Transportation Review-Windmill Farms, Ph. 4 July 18, 2018 Page 5 of 7

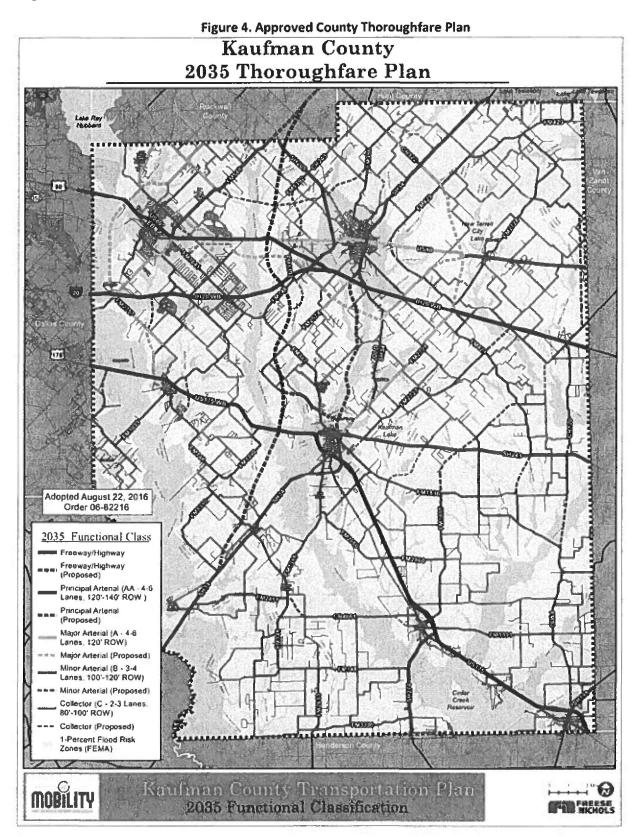
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# Figure 3. Windmill Farms: University Realignment



Transportation Review-Windmill Farms, Ph. 4 July 18, 2018 Page 6 of 7





Transportation Review-Windmill Farms, Ph. 4 July 18, 2018 Page 7 of 7

