



**AGENDA
CITY COUNCIL
REGULAR SESSION
MONDAY, APRIL 1, 2024
6:30 PM**

The Krum City Council will hold a Regular Session of the City Council in the Council Chambers of City Hall located at 146 W McCart Street, Krum, Texas on **Monday, April 1, 2024 at 6:30 pm**. This meeting may also be accessed at <https://meet.goto.com/714217997>. This meeting is open to the public and subject to open meeting laws of the State of Texas.

Pursuant to § Section 551.071 of the Texas Government Code, the City Council may convene an Executive Session at any time during the meeting as deemed necessary to obtain advice from the City Attorney regarding any posted agenda item.

A. CALL TO ORDER

B. ANNOUNCE QUORUM PRESENT

C. INVOCATION & PLEDGE OF ALLEGIANCE TO THE U.S. FLAG & TEXAS FLAG

"Honor the Texas Flag - I pledge allegiance to thee, Texas, one state under God, one and indivisible."

D. PRESENTATIONS & PROCLAMATIONS

1. Proclamation - United Way - Mental Health Month - May 2024
2. Proclamation - Lake Cities ABATE - Motorcycle Safety & Awareness Month - May 2024

E. CITIZEN'S AGENDA

The City Council invites citizens to speak on any topic. However, unless the item is specifically noted on this agenda, the City Council is required under the Texas Open Meetings Act to limit its response to responding with a statement of specific factual information, reciting the City's existing policy, or directing the person making the inquiry to visit with City Staff about the issue. No Council deliberation is permitted. Per City of Krum Code of Ordinances Section 1.04.011(c) each speaker shall be afforded three (3) minutes to speak.

F. CONSENT AGENDA

All matters listed under the Consent Agenda are considered to be routine and will be enacted with one (1) motion. If discussion is desired by the Mayor or Council Member, then that item will be removed from the Consent Agenda and will be considered separately.

1. Consider and take action regarding approval of the minutes from the Regular Meeting held on March 4, 2024. Staff Resource: L. Cabrera

G. ITEMS FROM THE PLANNING AND ZONING COMMISSION

1. Case # ORD-2024-03 to conduct a Public Hearing to receive citizen's comments and to consider approval of Ordinance No. 2024-089 being an Ordinance of the City Council of the City of Krum, Texas amending the City's Code of Ordinances Chapter 14, "Zoning," Exhibit 14A "Zoning Ordinance," Part III, "Zoning Districts," Section 24, "MF-15 - Multifamily Residential - 15 District (Apartments)," Subsection 24.4, "Area Regulations," to add parking regulations for short-term rentals; adding Chapter 14, "Zoning," Exhibit 14A "Zoning Ordinance," Part III, "Zoning Districts," Section 25 "Short-Term Rentals," to add regulations for a short-term rental district; amending Chapter 14, "Zoning," Exhibit 14A "Zoning Ordinance," Part III, "Zoning Districts," Section 30 "Old Town Business District," Subsection 30.4, "Area Regulations," to add parking regulations for short-term rentals; amending Chapter 14, "Zoning," Exhibit 14A "Zoning Ordinance," Part IV "Use Regulations Section" Section 37.2 "Use Charts," to add the use of short-term rentals to the chart; amending Chapter 14, "Zoning," Exhibit 14A "Zoning Ordinance," Part VI "Definitions," Section 49, "Definitions," Subsection 49.2, "Definitions," to amend and add certain definitions; amending Appendix A, "Fee Schedule," Article A5.000, "Business Related Fees," adding Section A5.007, "Short-Term Rentals Operating Permit," to establish a short-term rental unit operating fee; providing a cumulative repealer clause; providing severability; providing for savings; providing for a penalty not to exceed \$2,000.00 and a separate offense shall be deemed committed each day during or on which a violation occurs or continues and including provisions for the authorization to seek injunctive relief to enjoin violations which constitute an imminent hazard or danger to the public health and safety; providing a publication clause; providing for engrossment and enrollment; and providing an effective date. Staff Resource: E. McRoy
 - a. Staff Presentation
 - b. Open Public Hearing
 - c. Receive Citizen's Comments
 - d. Close Public Hearing
 - e. Discuss, consider and take action regarding Ordinance No. 2024-809.
2. Case # ZON-2024-03 to conduct a public hearing to receive citizen's comments and consider approval of Ordinance No. 2024-810 being an Ordinance of the City Council of the City of Krum, Texas amending the official zoning map for the city by changing the zoning on an approximately 1.369 acres of land described as being within the Original Town of Krum: Blk 4, Lot 3R; Blk 3, Lot 7 & 8 (S62.5'ECH) & 9 (62.5 of W 6'); Blk 3, Lot 9 (E54'); and Blk 3, Lot 10 & 11, being generally described as being located on the north and south sides of W. Lloyd St. at the intersection with N. 1st St. (aka FM 156, and being more particularly described in the attached Exhibit "A" and Exhibit "B" attached hereto and incorporated herein, from Light Industrial (LI) to Old Town Business (OT) District; providing for incorporation of premises; providing for findings; providing for amendment of the official zoning map; providing for authorized land uses and development standards; requiring compliance with zoning regulations and all other applicable ordinances; providing a cumulative repealer clause; providing for savings; providing severability; providing for penalty; providing for publication; providing for engrossment and enrollment; and providing an effective date. Staff Resource: E. McRoy
 - a. Staff Presentation
 - b. Open Public Hearing
 - c. Receive Citizen's Comments

- d. Close Public Hearing
- e. Discuss, consider and take action regarding Ordinance No. 2024-810.

H. REGULAR ITEMS

1. Discuss and provide direction concerning the Water Rate Study. Staff Resource: J. Higgins & N. Vincent
2. Discuss, consider and take action regarding the approval of an increase of 4.08% in franchise fees for the solid waste contract with Frontier Waste. Staff Resource: J. Higgins
3. Discuss, consider and take action regarding possibly calling a Bond Election in November 2024. Staff Resource: N. Vincent & L. Cabrera
4. Discuss, consider and take action regarding approval of the sealed bid from Superior Tank Company, Inc. for the construction and installation of ground storage tanks for the Masch Branch Well and North Point Well in the amount of \$384,200. Staff Resource: J. Higgins
5. Discuss, consider and take action regarding approval of extending East Lloyd Street through to the ISD Driveway and approve the funds of an additional \$61,820 for the proposed extension. Staff Resource: J. Higgins
6. Discuss, consider and take action regarding a Professional Agreement with Parkhill Engineering Services related to the relocation of the utilities along FM 1173. Staff Resource: J. Higgins and N. Vincent
7. Discuss, consider and take action regarding amending the FY 2023-2024 budget for a new facility position. Staff Resource: N. Vincent and M. Strand
8. Discuss, consider and take action regarding amending the Park Sales Tax Budget for FY 2023-2024 for the purchase of two (2) mowers for the Public Works Department. Staff Resource: L. Cabrera and J. Higgins
9. Discuss, consider and take action regarding Ordinance No. 2024-811 being an Ordinance of the City Council of the City of Krum, Texas amending the City's Code of Ordinances by revising Chapter 12, "Traffic and Vehicles," Article 12.04, "Parking," Division 1, "Generally," Section 12.04.002, "No Parking Zones," Subsection (a) to add additional no parking zones with the city; providing for incorporation of premises; providing for findings; providing a cumulative repealer clause; providing for savings; providing for severability; providing for penalty; providing for publication; providing for engrossment and enrollment; and providing an effective date. Staff Resource: T. Hargis
10. Discuss, consider and take action regarding approval to hire an additional two (2) full-time firefighters utilizing the Big Sky contract and funding. Staff Resource: A. North

I. EXECUTIVE SESSION

The City Council shall convene in Closed Session in accordance with Texas Government Code § Section 551.071 to obtain advice from the City Attorney and in accordance with Texas Government Code as follows:

1. § Section 551.071 to obtain advice from the City Attorney concerning a potential development agreement.

J. RECONVENE INTO OPEN SESSION

The City Council shall convene in Open Session and may take action related to discussion in Executive Session.

1. Discuss, consider and take action regarding a potential development agreement with a MUD District. Staff Resource: N. Vincent

K. DISCUSSION ITEMS

- | | |
|---|---|
| 1. Future of the Fire/Police Department | Staff Resource: K. Swindle & T. Hargis |
| 2. Future of the New City Hall | Staff Resource: N. Vincent & L. Cabrera |
| 3. Insurance Update | Staff Resource: N. Vincent & C. Wheeler |
| 4. Speed Limits on FM 1173 | Staff Resource: R. Troth |
| 5. SB 1145 - Day Care Property Tax | Staff Resource: L. Cabrera |
| 6. Update on Code Performance | Staff Resource: J. Vasquez |

L. FUTURE AGENDA ITEMS & STAFF REPORTS

Staff updates on City Council items, current department activities, anticipated future agenda items, and responses to questions posed by members.

1. Agenda Planning Calendar

M. ADJOURNMENT

CERTIFICATION

I hereby certify that the above notice was posted on the official Public Notice Board at Krum City Hall, 146 W. McCart, Krum, Texas on or before Friday, March 29, 2024, at 11:00 a.m., in accordance with the Open Meetings Law, Texas Government Code, Chapter 551.



Lisa Dawn Cabrera, TRMC, CMC
City Secretary

CITY COUNCIL MEETING
Please join the meeting from your preferred device.
<https://meet.goto.com/714217997>
You can also dial in using your phone.
United States (Toll Free): [1 866 899 4679](tel:18668994679)
United States: [+1 \(571\) 317-3116](tel:+15713173116)
Access Code: 714-217-997

**CITY OF KRUM
STAFF REPORT
COUNCIL AGENDA ITEM # D-1 & 2**

AGENDA TYPE: REGULAR	Finance Review	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A
	Legal Review	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> N/A
Council Meeting Date: April 1, 2024	FINANCIAL IMPACT:		
Staff Contact: Lisa Dawn Cabrera, TRMC, CMC			
Department: Administration			
ACTION REQUESTED:			
Present Proclamations			
AGENDA CAPTION			
Proclamation - United Way - Mental Health Month - May 2024 Proclamation - Lake Cities ABATE - Motorcycle Safety & Awareness Month - May 2024			
BACKGROUND/SUMMARY OF ITEM			
Attached are the two (2) proclamations to be presented at the Council Meeting for April. Mental Health Month for May 2024 for the United Way and Motorcycle Safety & Awareness Month for May 2024 for Lake Cities ABATE. Each will have representatives at the meeting to receive the proclamations for their respective Associations.			
STAFF OPTIONS & RECOMMENDATION			
List of Supporting Documents/Exhibits Attached: Proclamations	Prior Action/Review by Council, Boards, Commissions, or Other Agencies:		

Proclamation

WHEREAS addressing the complex mental health needs of children, youth, and families today is fundamental to the future of the City of Krum; and

WHEREAS the citizens of the City of Krum value their overall health and that of their families and fellow citizens and are proud to support observances such as Mental Health Month and Children's Mental Health Awareness Day; and

WHEREAS one in five adults has a diagnosable mental health condition; and

WHEREAS half of Denton County parents are not familiar with mental health services in their community; and

WHEREAS the need for comprehensive, coordinated mental health services for individuals and families places upon our community is a critical responsibility; and

WHEREAS there is a strong body of research that supports specific tools that all Americans can use, to better handle challenges, and protect their overall health and well-being; and

WHEREAS each citizen, local business, school, government agency, healthcare provider, and faith-based organization shares the burden of mental health concerns and has a responsibility to promote mental wellness, recovery, and support prevention efforts; and

WHEREAS the Denton County Behavioral Health Leadership Team, Denton County MHMR Center, United Way of Denton County and the Wellness Alliance for Total Children's Health of Denton County led by Cook Children's, through their unique partnership and prevention-based approaches to serving children and adolescents, are effectively addressing the mental health needs of children, youth, and families in our community; and

WHEREAS it is appropriate that a month should be set apart each year for the direction of our thoughts toward mental health education and the support of treatment and recovery; and

WHEREAS it is appropriate that a day should be set apart each year for the direction of our thoughts toward our children's mental health and well-being; and

NOW, THEREFORE, I, Rhonda Harrison, Mayor of the City of Krum, do hereby recognize the month of May 2024 as

Mental Health Month & May 10th, 2024 as Children's Mental Health Awareness Day

In the City of Krum and I call upon our citizens and all agencies and organizations interested in meeting every person's mental health needs to unite this month in the observance of such exercises as will commit the people of Denton to increasing awareness and understanding of mental health, the steps our citizens can take to protect their mental health, and the need for appropriate and accessible services for all people mental health conditions.

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the City to be affixed this 1st day of April, 2024.

Rhonda Harrison, Mayor
City of Krum, Texas

Proclamation

WHEREAS, today's society is finding more citizens involved in motorcycling on the roads of our country; and

WHEREAS, motorcyclists are roughly unprotected and therefore more prone to injury or death in a crash than other vehicle drivers; and

WHEREAS, campaigns have helped inform riders and motorists alike on motorcycle safety issues to reduce motorcycle related risks, injuries, and most of all fatalities, through a comprehensive approach to motorcycle safety; and

WHEREAS, it is the responsibility of all who put themselves behind the wheel, to become aware of motorcyclists, regarding them with the same respect as any other vehicle traveling the highways of this country; and it is the responsibility of riders and motorists alike to obey all traffic laws and safety rules; and

WHEREAS, urging all citizens of our community to become aware of the inherent danger involved in operating a motorcycle, and for riders and motorists alike to give each other the mutual respect they deserve;

NOW, THEREFORE, I, Rhonda Harrison, Mayor of the City of Krum, Texas, do hereby proclaim May 2024 as

MOTORCYCLE SAFETY AND AWARENESS MONTH

in the City of Krum. Further, I urge all residents to do their part to increase safety and awareness in our community.

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the City to be affixed this 1st day of April, 2024.

Rhonda Harrison
City of Krum, Texas

**CITY OF KRUM
STAFF REPORT
COUNCIL AGENDA ITEM # F-1**

AGENDA TYPE: CONSENT	Finance Review	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> N/A
	Legal Review	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> N/A
Council Meeting Date: April 1, 2024	FINANCIAL IMPACT:		
Staff Contact: Lisa Dawn Cabrera, TRMC, CMC			
Department: Administration			
ACTION REQUESTED			
Approve minutes			
AGENDA CAPTION			
Consider and take action regarding approval of the minutes from the Regular Meeting held on March 4, 2024.			
BACKGROUND/SUMMARY OF ITEM			
Attached are the minutes from the following meetings for approval: March 4, 2024			
STAFF OPTIONS & RECOMMENDATION			
None			
List of Supporting Documents/Exhibits Attached:	Prior Action/Review by Council, Boards, Commissions or Other Agencies:		
Minutes	None		

Rhonda Harrison, Mayor
Jesse Vasquez, Council Member Place 2
Richard Troth, Council Member Place 4
Nicholas Vincent, Finance Director/City Administrator



Austin Petersen, Council Member Place 1
Melynda Rivers, Council Member Place 3
Mike Strand, Mayor Pro Tem Place 5
Lisa Dawn Cabrera, City Secretary

**MINUTES
CITY COUNCIL
REGULAR SESSION
MONDAY, MARCH 4, 2024
6:30 PM**

City Council Present: Rhonda Harrison, Mayor; Mike Strand, Mayor Pro Tem, Jesse Vasquez, Place 2; and Melynda Rivers, Place 3

City Council Absent: Austin Petersen, Place 1 and Richard Troth, Place 4

City Staff Present: Nick Vincent; Finance Director/City Administrator; Ed McRoy, Development Services Director; Terry Hargis, Police Chief; Matt Guest, Police Sargent; Carrie Burkey, Human Resources Director; Jerry Higgins, Jr., Public Works Director; Donna Pierce, Library Director; Adam North, Fire Chief; Corey Gregory, Assistant Fire Chief (virtually); Raquela Cornelius, Fire Administrative Captain; Hector Hernandez, Fire Captain; Lucas Holl, Assistant City Attorney; and Lisa Dawn Cabrera, City Secretary.

A. CALL TO ORDER

Mayor Harrison called the meeting to order at 6:30 pm.

B. ANNOUNCE QUORUM PRESENT

Mayor Harrison announced a quorum was present.

C. INVOCATION & PLEDGE OF ALLEGIANCE TO THE U.S. FLAG & TEXAS FLAG

Mayor Pro Tem Strand performed the invocation.

The Pledges of Allegiance to the U.S. Flag & Texas Flag were recited.

D. CITIZEN'S AGENDA

Bonnie Haddock, 125 W 5th Street, Krum, TX addressed the members of the City Council with complaints of the Police Department doing a well check in the early hours of the morning and using spotlights for safety.

No one else wished to address the members of the City Council.

E. CONSENT AGENDA

All matters listed under the Consent Agenda are considered to be routine and will be enacted with one (1) motion. If discussion is desired by the Mayor or Council Member, then that item will be removed from the Consent Agenda and will be considered separately.

1. Consider and take action regarding approval of the minutes from the Regular Meeting held on February 5, 2024 and Special Meeting held on February 21, 2024. Staff Resource: L. Cabrera
2. Consider and take action regarding the approval of Ordinance No. 2024-804 being an Ordinance of the City Council of the City of Krum, Texas, amending the City of Krum Code of Ordinances Chapter 3, "Building Regulations," Article 3.05, "Signs," Division 1, "Generally," adding Subsection 3.05.010, "Temporary Business Signs during FM 1173 Construction," to allow for temporary signs for businesses during the construction phase of the widening project for FM 1173; providing for incorporation of premises; providing for findings; providing a cumulative repealer clause; providing for savings; providing severability; providing for penalty; providing for publication; providing for engrossment and enrollment; and providing an effective date. Staff Resource: L. Cabrera
3. Consider and take action regarding the approval of Resolution No. 2024-03-01 being a Resolution of the City Council of the City of Krum, Texas authorizing membership in the Atmos Cities Steering Committee; and authorizing the payment of five cents per capita to the Atmos Cities Steering Committee to fund regulatory and related activities related to Atmos Energy Corporation. Staff Resource: L. Cabrera
4. Consider and accept the Racial Profiling Report for 2023. Staff Resource: T. Hargis
5. Consider and take action regarding approval of an Interlocal Cooperation Contract for the Failure to Appear (FTA) Program with the Texas Department of Public Safety and authorize the mayor to execute said documents. Staff Resource: M. Luna
6. Consider and take action regarding approval of the purchase of new Polaris UTVs for the Fire Department with deployment funds. Staff Resource: A. North
7. Consider and take action regarding approval of an Interlocal Agreement with Denton County for Shared Governance Communications & Dispatch Services System for FY 2024-2025 and authorize the mayor to execute said documents. Staff Resource: T. Hargis & A. North

Mayor Pro Tem Strand requested to pull Item # 6.

Councilwoman Rivers made a motion to approve Items #1 - 5 & 7 with changes to minutes as presented by the City Secretary, seconded by Mayor Pro Tem Strand.

Motion passed without objection.

A discuss was held among the members of the City Council and City Staff regarding the purchase of the UTV for the Fire Department consisting of uses during deployment, using funds from the deployment funding, using the funds to help pay firefighters more and needing solutions to staffing.

Mayor Pro Tem Strand made a motion to approve the purchase of the UTV for the Fire Department with deployment funds, seconded by Councilwoman Rivers.

Motion passed with no opposition.

F. ITEMS FROM THE PLANNING AND ZONING COMMISSION

1. Case # ZON-2024-02 (Sonic & Dollar General) to conduct a Public Hearing to receive citizens comments and to consider approval of Ordinance No. 2024-805 being an Ordinance of the City Council of the City of Krum, Texas amending the Official Zoning Map for the City by changing the zoning on an approximately 2.19 acres of land described as Lots 1 & 2, Block A, Hopkins Crossing an addition to the City of Krum filed in the Plat Records of Denton County Texas (P.R.D.C.T.) on January 04, 2002 Doc Number 2002-R0014298, being generally described as being at the northwest corner of the intersection of Hopkins Rd. and FM 1173, and being more particularly described in the attached Exhibit "A" and Exhibit "B" attached hereto and incorporated herein, from Commercial (C) to Retail (R) District providing for incorporation of premises; providing for findings; providing for amendment of the official zoning map; providing for authorized land uses and development standards; requiring compliance with zoning regulations and all other applicable ordinances; providing a cumulative repealer clause; providing for savings; providing severability; providing for penalty; providing for publication; providing for engrossment and enrollment; and providing an effective date. Staff Resource: E. McRoy

- a. Staff Presentation

Mr. McRoy presented the members of the City Council with an overview of the rezoning request being changing from Commercial to Retail, would not create non-conforming properties with the change and the request being city initiated.

- b. Open Public Hearing

Mayor Harrison opened the Public Hearing at 6:51 pm.

- c. Receive Citizen's Comments

No one wished to address the members of the City Council.

- d. Close Public Hearing

Mayor Harrison closed the Public Hearing at 6:52 pm.

- e. Discuss and Consider approval of Ordinance No. 2024-805

Mayor Pro Tem Strand made a motion to approve Ordinance No. 2024-805 as presented, seconded by Councilman Vasquez.

Motion passed without objection.

2. Conduct a Public Hearing to receive citizen's comments and provide direction to staff concerning options for an amendment to the Zoning Ordinance for Short-Term Rental Regulations to be considered at the April 2024 meeting. Staff Resource: E. McRoy

- a. Staff Presentation

Mr. McRoy gave a brief presentation of the ordinance concerning the short-term rentals and requested to table to April.

b. Open Public Hearing

Mayor Harrison opened the Public Hearing at 6:55 pm.

c. Receive Citizen's Comments

No one wished to address the members of the City Council.

d. Close Public Hearing

Mayor Harrison closed the Public Hearing at 6:55 pm.

e. Provide direction to staff for the creation of an ordinance to be on the April 2024 City Council Agenda.

Mayor Pro Tem Strand made a motion to table this item until the April 1st meeting, seconded by Councilman Vasquez.

Motion passed unanimously.

G. REGULAR ITEMS

1. Discuss, consider and take action regarding approval of Ordinance No. 2024-806 being an Ordinance of the City Council of the City of Krum, Texas, amending the Krum Code of Ordinances Appendix A, "Fee Schedule," Article A11.000, "Utility Fees," Subsection (1)(B) and Subsection (2)(B) to amend the base fees for meters greater than $\frac{3}{4}$ "; providing for incorporation of premises; providing for findings; providing for amendment; providing a cumulative repealer clause; providing for savings; providing for severability; providing for publication; providing for engrossment and enrollment; and providing an effective date. Staff Resource: N. Vincent and J. Higgins

A discussion was held among the members of the City Council and City Staff regarding the majority of the meter sizes being $\frac{3}{4}$ ", the need to charge more for larger meter sizes, revenue losses due to proposed change, possibly creating individual accounts for apartments, changes to rules from TCEQ, capacity issues, and needing the rate study complete.

Mayor Pro Tem Strand made a motion to approve Ordinance No. 2024-806 as presented, seconded by Councilman Vasquez.

Motion passed without objection.

2. Discuss, consider and take action regarding approval of Ordinance No. 2024-807 being an Ordinance of the City Council of the City of Krum, Texas amending the City's Code of Ordinances Chapter 11, "Taxation," to add a new Article 11.04 to be entitled "Hotel Occupancy Tax"; providing for incorporation of premises; providing findings; providing for amendment to the code of ordinances; providing a cumulative repealer clause; providing for savings; providing for severability; providing for a penalty, providing for publication; providing for engrossment and enrollment; and providing an effective date. Staff Resource: N. Vincent and E. McRoy

A short discussion was held among the members of the City Council and City Staff regarding the Hotel Occupancy Tax, not having hotels in the city at this time, short term rentals paying the HOT tax, and the amount cities can charge.

Councilwoman Rivers made a motion to approve Ordinance No. 2024-807 as presented, seconded by Councilman Vasquez.

Motion passed unanimously.

3. Discuss, consider and take action regarding the approval of a request to create and fund a full-time Fire Marshal position and keep the PRN part-time position. Staff Resource: A. North

Chief North presented the members of the City Council with the reasons for the needed change being originally asked during budget time, have too much work to only have a Marshall once a week, and needing funding from the General Fund.

Mayor Pro Tem Strand made a motion to approve the creation and funding of a full-time Fire Marshall position, seconded by Councilwoman Rivers.

Motion passed without objection.

4. Discuss, consider and take action regarding the approval of a Professional Service Agreement with Freese and Nichols for the 2024 MS4 program and authorize the mayor to execute said documents. Staff Resource: J. Higgins

A brief discussion was held among the members of the City Council and City Staff regarding the continuation of the MS4 contract and the cost of the contract.

Councilwoman Rivers made a motion to approve the PSA with Freese & Nichols for the 2024 MS4 Program, seconded by Mayor Pro Tem Strand.

Motion passed without opposition.

5. Discuss, consider and take action regarding approval of Ordinance No. 2024-808 being an Ordinance of the City Council of the City of Krum, Texas amending the City's Code of Ordinances by revising Chapter 12, "Traffic and Vehicles," Article 12.04, "Parking," Division 1, "Generally," Section 12.04.002, "No Parking Zones," Subsection (a) to add item (4) which adds a no parking zone on Sequoia Drive; providing for incorporation of premises; providing for findings; providing a cumulative repealer clause; providing for savings; providing for severability; providing for penalty; providing for publication; providing for engrossment and enrollment; and providing an effective date. Staff Resource: R. Troth

A discussion was held among the members of the City Council and City Staff concerning parking issues within the city, parking in the hammerheads, visibility on curves with parking on the street, no parking zones being ignored, getting by in from residents adjacent to no parking zones and possibly towing vehicles parked in the no parking zones.

Councilwoman Rivers made a motion to approve Ordinance No. 2024-808 as presented, seconded by Councilman Vasquez.

Motion passed unanimously.

H. EXECUTIVE SESSION

Mayor Harrison convened into Executive Session at 7:40 pm.

The City Council shall convene in Closed Session in accordance with Texas Government Code § Section 551.071 to obtain advice from the City Attorney and in accordance with Texas Government Code as follows:

1. § Section 551.071 to obtain advice from the City Attorney concerning CCN Rights.
2. § Section 551.071 to obtain advice from the City Attorney concerning a potential development agreement.
3. § Section 551.072 for deliberation of the purchase, exchange, lease or value of real property.

I. RECONVENE INTO OPEN SESSION

Mayor Harrison reopened Open Session at 8:10 pm.

The City Council shall convene in Open Session and may take action related to discussion in Executive Session.

1. Discuss, consider and take action regarding the possible purchase of CCN Rights. Staff Resource: N. Vincent

No action was taken on this item.

2. Discuss, consider and take action regarding a potential development agreement with a MUD District. Staff Resource: N. Vincent

No action was taken on this item.

3. Discuss, consider and take action regarding the possible purchase, exchange, lease or value of real property. Staff Resource: N. Vincent

No action was taken on this item.

J. DISCUSSION ITEMS

1. Future of the Fire/Police Department Staff Resource: K. Swindle & T. Hargis

No discussion was held regarding this item.

2. Future of the New City Hall Staff Resource: N. Vincent & L. Cabrera

A brief update on the painting of the new City Hall was given to the members of the City Council.

3. Insurance Update Staff Resource: N. Vincent & C. Burkey

Ms. Burkey gave a brief update on the progress of the Insurance Committee and meeting with new brokers to get the best option for the employees.

K. FUTURE AGENDA ITEMS & STAFF REPORTS

Staff updates on City Council items, current department activities, anticipated future agenda items, and responses to questions posed by members.

1. Agenda Planning Calendar

Would like to discuss additional no parking zones at the next meeting.

L. ADJOURNMENT

Mayor Harrison adjourned the meeting at 8:17 pm.

Rhonda Harrison
Mayor

ATTEST:

Lisa Dawn Cabrera, TRMC, CMC
City Secretary

**CITY OF KRUM
STAFF REPORT
COUNCIL AGENDA ITEM G-1**

AGENDA TYPE: P&Z ITEMS	Finance Review	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> N/A
	Legal Review	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A
Council Meeting Date: April 1, 2024	FINANCIAL IMPACT: None anticipated in FY 2024		
Staff Contact: Ed McRoy			
Department: Development Services			

ACTION REQUESTED

Conduct a Public Hearing and Approve Ordinance No. 2024-809

AGENDA CAPTION

Case # ORD-2024-03 to conduct a Public Hearing to receive citizen's comments and to consider approval of Ordinance No. 2024-089 being an Ordinance of the City Council of the City of Krum, Texas amending the City's Code of Ordinances Chapter 14, "Zoning," Exhibit 14A "Zoning Ordinance," Part III, "Zoning Districts," Section 24, "MF-15 - Multifamily Residential - 15 District (Apartments)," Subsection 24.4, "Area Regulations," to add parking regulations for short-term rentals; adding Chapter 14, "Zoning," Exhibit 14A "Zoning Ordinance," Part III, "Zoning Districts," Section 25 "Short-Term Rentals," to add regulations for a short-term rental district; amending Chapter 14, "Zoning," Exhibit 14A "Zoning Ordinance," Part III, "Zoning Districts," Section 30 "Old Town Business District," Subsection 30.4, "Area Regulations," to add parking regulations for short-term rentals; amending Chapter 14, "Zoning," Exhibit 14A "Zoning Ordinance," Part IV "Use Regulations Section" Section 37.2 "Use Charts," to add the use of short-term rentals to the chart; amending Chapter 14, "Zoning," Exhibit 14A "Zoning Ordinance," Part VI "Definitions," Section 49, "Definitions," Subsection 49.2, "Definitions," to amend and add certain definitions; amending Appendix A, "Fee Schedule," Article A5.000, "Business Related Fees," adding Section A5.007, "Short-Term Rentals Operating Permit," to establish a short-term rental unit operating fee; providing a cumulative repealer clause; providing severability; providing for savings; providing for a penalty not to exceed \$2,000.00 and a separate offense shall be deemed committed each day during or on which a violation occurs or continues and including provisions for the authorization to seek injunctive relief to enjoin violations which constitute an imminent hazard or danger to the public health and safety; providing a publication clause; providing for engrossment and enrollment; and providing an effective date.

BACKGROUND/SUMMARY/ ANALYSIS OF ITEM

City action on short-term rental (STR) began at the City Council (CC) in January 2024. The original direction given to staff was to protect single-family areas by increasing restrictions on STR's. Staff's response was to do this but to allow some STR's in the MF and OT District with approval of an SUP and regulations. The P&Z has taken a different approach. They propose allowing STR's in all SF areas with an SUP approval and to allow them by right in MF and OT Districts. Specifically:

(XXXX = Highlighted areas below indicate significant changes)

BACKGROUND/SUMMARY/ ANALYSIS OF ITEM (Cont.)

Original Proposal:

- Strengthen prohibitions on STR's in most single-family districts.
- Prohibit STR's in accessory rental units in the A, SF-E ,and SF-R districts.
- Allow STR's in the MF-15 and OT Districts with an SUP, and an annual operating permit.
- Establish certain health and safety requirements for STR's to follow.
- Provide for city inspections and possible withdrawal of operating permits.
- Create a registration and review process for those wishing to claim a vested right.

Current Proposal (P&Z Recommendation):

- Allow STR's in all single-family districts with an SUP and a 2-year operating permit.
- Allow STR's in the MF-15 and OT Districts by right with a 2-year operating permit.
- Establish certain health and safety requirements for STR's to follow.
- Provide for city inspections and withdrawal of operating permits.
- Create a registration and review process for those wishing to claim a vested right.
- increase parking for RV units from 24 hours to 72 hours

Note 1: Required Notifications

Denton Record Chronical: 02/03/2024
PON Letters (USPS): 02/02/2024
City Hall Posting: On or before 03/28/2024 6:30PM

Note 2: Responses Received

In Favor: 0
Opposed: 0
Neutral/Other: 0

Note 1 As per State Law LGC, CH 211, 212, CH 395 & Open Meetings Act as applicable.

Note 2 Determined at time of report to and updated as needed. Only letters/messages containing commentary are included in packet materials. Letters/messages briefly expressing opposition or support without more detailed commentary are tabulated but not included in packet materials

STAFF OPTIONS & RECOMMENDATION

- Option 1: Approve as presented (P&Z recommendation)
Option 2: Approve with changes and state those changes.
Option 3: Postpone to a future meeting.
Option 4: Remand back to P&Z for additional consideration.
Option 5: Deny

Staff Recommends - Option 1 or 2 as desired.

P&Z Recommends - Option 1

List of Supporting Documents/Exhibits Attached:

Information Sheet
Select Definitions - Current
Proposed Ordinance Draft Text RL/SO
Proposed ordinance text - Clean Copy
Ordinance text

Previous Actions

01/02/2024 - CC Discussion only
01/15/2024 - P&Z Discussion only
02/20/2024 - P&Z Postponed
03/04/2024 - CC Discussion Only
03/18/2024 - P&Z Approved with Changes

Short-Term Rentals – Information Sheet

What is an STR?

A short-term rental (STR) is a residential home, a part of a residential home, an apartment, or an accessory building that is rented for a brief period (less than 30 days). The most common forms of STR's are 1-2-week vacation home rentals and 1-3-day rentals booked on-line from services such as Airbnb and VRBO. These rentals are often used as an alternative to a hotel or motel.

Current rules

Using "temporary" forms of housing such as tents, RV's, trailers and STR's as a dwelling have been prohibited for several years in most of Krum's single-family zoned areas. STR's are also prohibited in apartment complexes and commercial areas. Some large acreage single-family zoned districts (A, SF-E, & SF-R) areas can have a rental unit in an accessory dwelling. These can be used for "temporary" periods. The word "temporary" in this context is not specifically defined in the zoning ordinance. For a multifamily property, a lease of less than 30 days requires compliance with hotel/motels standards.

Why a Change?

Opinions vary on the benefits and consequences of STR's. Some view STR's as positive by promoting a tourist industry, providing a source of income, providing additional consumer choice, etc. Others consider STR's negative particularly in single-family areas. Examples of problems cited include reports of "party houses," excess noise, loss of parking, excess trash, criminal activity, loss of residential character, and even reductions in the housing supply causing increased housing.

Why now?

The City is considering ways to balance the rights of property owners, residents, and investors while protecting residential neighborhoods and guiding land uses to appropriate locations. Texas statutes are uniquely hostile towards municipal actions and regulations that fix problems after-the-fact or that restrict land uses after they been established. In essence, once the horse gets out of the pen, it is too late to close the gate. To avoid litigation, excessive costs, and/or years of being forced to put up with negative consequences, City's must typically set the rules first before things get out of hand.

IMPORTANT DEFINITIONS

BED AND BREAKFAST:

[x] An owner (or operator) occupied residence in which sleeping accommodations are provided for transient guests, and one or more meal(s) are provided (for guests only), both for compensation.

HOTEL/MOTEL, EXTENDED STAY:

[x] A building(s) having at least six (6) individual guest rooms or units for the overnight or extended stay (that is, thirty calendar days or longer) lodging of guests for compensation. An extended service hotel/motel typically include[s] kitchenette facilities and a sitting or work area in each room, and may or may not have on-site food preparation/service for guests.

HOTEL/MOTEL, FULL SERVICE:

[x] A building(s) having at least six (6) individual guest rooms or units for the overnight or temporary lodging of travelers for compensation. A full service hotel/motel has meeting facilities and on-site food preparation/service for guests.

HOTEL/MOTEL, LIMITED SERVICE:

[x] A building(s) having at least six (6) individual guest rooms or units for the overnight or temporary lodging of travelers for compensation. A limited service hotel/motel may or may not have on-site food preparation/service for guests.

DWELLING, MULTIFAMILY:

[x] A residential building containing three or more dwelling units which are not located on individual platted lots. The residential building contains dwelling units that are designed to be occupied by families living independently of one another. The term includes cooperative apartments and condominiums. For the purpose of these regulations, regardless of how rental units are equipped, any multifamily dwelling in which units are available for rental periods less than thirty calendar days are considered a hotel or motel.

DWELLING, SINGLE-FAMILY:

A residential building, designed for occupancy by one family or individual. The term is general and includes such specialized types such as single-family detached, single-family attached (townhouses), patio homes and zero-lot-line homes. For regulatory purposes, the term shall not be construed to mean manufactured homes, mobile homes, industrialized homes, travel trailers, housing mounted on self-propelled or drawn vehicles, tents or other forms of portable or temporary housing.

DWELLING (or Dwelling Unit):

Any building or portion thereof which is designed or used exclusively for residential purposes by one family for living, sanitary and sleeping purposes, and which has not more than one cooking facility (that is, only one kitchen). Does not include hotels or motels. Recreational vehicles, travel trailers, tents and other forms of portable or temporary housing shall not be used for dwelling or guest housing purposes.

Draft 2

Legend	
To be filled in	
New Text - Existing Ord	ABCDEF G
Deleted Text - Existing Ord	ABCDEF G
Modified by P&Z	ABCDEF G
Modified by Staff after P&Z	ABCDEF G

§ 24.4 E. MF-15 Multi-family District

Parking Regulations:

1. For locations or a portion of a location with Short-term rentals (STR), parking spaces for these units must comply with Sec 25.04(K) and 25.04(LI) relative to the number, type, and occupancy of STR units.
2. For Locations without Short-term Rental units, the parking requirements below apply:
 - a. — 1.5 spaces for each efficiency or one-bedroom unit
 - b. ~~2~~ 2 spaces for each two-bedroom unit
 - c. ~~3~~ 2.5 spaces for each three-bedroom unit
 - d. ~~4~~ 3 spaces for each four- or more bedroom unit
 - e. ~~5~~ The average number of parking spaces for the total development shall be no less than two (2) spaces per dwelling unit, at least one (1) of which shall be enclosed (i.e., garage) for each dwelling unit.
 - f. ~~6~~ No parking space may be located closer than six feet (6') from any building, nor closer than two feet (2') from any side or rear lot line.
 - g. ~~7~~ All parking areas adjacent to public streets shall be screened from view. Screening may be in the form of live plant materials, berms, low masonry walls that match the exterior finish of main buildings, or any combination of the above.
 - h. ~~8~~ See Section 38, Off-Street Parking and Loading Requirements, for additional requirements.

§ 25 Short-term Rentals

25.01 Zoning Districts Allowed and Permits Required

- A. Single-family Short-term rentals are allowed as indicated in Section 37.2 Use Charts subject to the issuance of a specific use permit and a 2-year operating permit.

- B. Multifamily Short-term rentals are allowed within the MF-15 and OT Zoning Districts, subject to the issuance of a specific use permit and a 2-year operating permit.

25.02 Hosting Services

- A. A hosting platform or booking service cannot advertise or facilitate the rental of a short-term rental unless such unit is permitted by a current short-term rental operating permit. Any hosting platform or booking service must provide the City of Krum with a regular, written report on all short-term rental revenue collected for short-term rentals in the City. Said reports must also include details of all hotel occupancy taxes collected and remitted as to short-term rentals in the City. Said reports must be submitted at least once a quarter per calendar year.

25.03 Operating Permit Application

The permit application requirements for a Short-term rental operating permit are as follows:

- A. A 2-year operating permit application fee per fee schedule in Appendix A shall be required for the Short-term Rental operating permit.
- B. The application shall be on an official form supplied by the City of Krum and shall be submitted in time, place, and manner as required by the City.
- C. The application shall contain the following information for the Property owner/operator and must be kept current and updated when changes happen:
1. Name;
 2. Physical property street address;
 3. mailing address;
 4. facsimile number;
 5. e-mail address;
 6. telephone number;
 7. drivers license number.
- D. Should the operator not be an individual, then in addition to Subsection C above the following information shall be required:

1. Telephone number of the corporate representative with authority to act on behalf of the owner-entity.
 2. Copy of the documents filed with the Texas Secretary of State establishing the business entity and showing the entity is in good standing with the State of Texas.
- E. The name, address, and 24-hour telephone number of a management agency, agent, or local person authorized and able to be contacted for incident reporting if this is not the owner or operator shall be identified and current. Said authorized personnel shall respond within sixty (60) minutes of being contacted.
- F. The name and website linked to all internet platforms on which the operator advertises or take reservations for lodging at the short-term rental at any time during a 12-month period from the date of application, including the identity of any booking service or hosting platform utilized for such short-term rental shall be listed and kept current.
- G. All applicable ad valorem, hotel occupancy, and sales taxes must be paid in full, current, and not in a delinquent status or under a repayment plan for previous delinquencies. Proof of such including applicable tax certificates and/or receipts must be provided at the time of a permit request or within ten (10) days of a request by a City Official.
- H. The total number of units and bedrooms of the proposed Short-term rental(s) shall be listed.
- I. Proof of general liability insurance in an amount of not less than two million (\$2,000,000.00) per occurrence issued by a company or companies licensed to operate in the State of Texas with a minimum A- rating by AM Best throughout the term of the policy shall be provided.
- J. A copy of the house rules that the operator requires the renters to follow which must follow this ordinance shall be provided to the City at the time of application.
- K. The operator must notify the City of Krum in writing of any material change in the information contained in the application for an operating permit within seven (7) days of the change, including but not limited to a change of ownership; management; and advertisements hosted on internet platforms.
- L. All available off-street parking shall be identified and agreements with adjacent or nearby properties for shared parking to

service the short-term rental(s) shall be copied and included in the application.

- M. Any other certifications or information deemed necessary by the City to establish proof of compliance shall be furnished.

25.04 General Regulations

- A. The operator of a Short-term rental must be the owner of the property or the representative of the owner. Subleasing all or a portion of the dwelling is prohibited.
- B. Multifamily Short-term rentals cannot be located within one hundred feet of any property zoned or with a base zoning district of A, SF-6, SF-7.5, SF-10, SF-E or SF-R.
- C. Short-term rentals are only allowed in multifamily complexes with at least four (4) units.
- D. Multifamily Short-term rentals can occupy no more than) twenty-five 25% of the available units.
- E. During the time the Short-term rental is taking place, the renters of the unit need to maintain a common household. Therefore, internal doors cannot have key locks that exclude renters of the property from any rooms. Everyone using the rental unit must have complete unrestricted access to the entirety of the rental.
- F. The operator of the Short-term rental cannot either directly or indirectly allow the property to be physically converted to add bedrooms. Once the property has been registered with the City as a Short-term rental, that property cannot add any bedrooms.
- G. A Short-term rental cannot be occupied or utilized by more than two (2) people per bedroom or twelve (12) persons overall during any given rental period.
- H. Guests on the property may not exceed seventy-five percent (75%) of the maximum number of overnight occupants at any time.
- I. A Short-term rental cannot be advertised to or host more than twelve (12) people staying overnight at the property with a maximum occupancy of two (2) people per bedroom.
- J. There can be no outside congregation at a short-term rental between 11:00 p.m. and 7:00 a.m.
- K. Each Short-term rental must provide at least one off-street parking space each for the greater of:

1. each bedroom or room where sleeping quarters are provided; and
 2. every two (2) guests in the Short-term rental's advertised capacity.
- L. On-street parking is prohibited for any renters or guests of a Short-term rental.
- M. A Short-term rental must be available for a minimum rental period of twenty-four (24) hours.
- N. Permit Suspension or Revocation. The City reserves the right to suspend or revoke a Short-term rental operating permit in the event the operator or address accrues three or more violations of this ordinance or any other ordinance of the City of Krum during a calendar year. A violation shall include any written notice of violation, citation, or other or other documentation of a violation. Additionally, the City may suspend or revoke a Short-term rental permit in the event of any single, severe ordinance or criminal violation, including but not limited to criminal arrests. Such determinations may be made by the Director of Development Services. These remedies are in addition to all other remedies and enforcement options available to the City, including but not limited to the issuance of citations and/or the filing of suit pursuant to Chapter 54 of the Local Government Code.
- O. In the event of the revocation of a Short-term Rental **operating** permit, the operator cannot apply for any additional Short-term rental permits for two (2) years.
- P. The owner and/or operator of a Short-term rental must sign a waiver and/or authorization for entry and inspection by the Building and Fire Code Officials, and authorized enforcement officers of the City of Krum for the purpose of inspection to verify compliance with this Ordinance.
- ~~Q.~~ .
- Q. A short-term rental in a single-family zoning district cannot be utilized for any special events such as banquets, bachelor or bachelorette parties, weddings, receptions, concerts, or any other similar events.

25.05 Health and Safety

All Short-term Rental units shall:

- A. Post a layout and diagram of the unit on the main entrance door of each unit showing emergency exits and exit routes.
- B. Provide an ABC Dry Chemical fire extinguisher in each unit in any kitchen or room with cooking facilities.

~~G.~~

- C. Install fire, smoke, and carbon monoxide detectors and/or alarms as may apply to Hotel/Motel occupancies in accordance with the currently approved City Building and Fire Codes.
- D. Install CFCI outlets located within six (6) feet of a water source.
- E. Any swimming pool, hot tub or spa to which guests have access shall meet barrier requirements of the ICC 2018 ISPSA as amended or the most currently adopted version of same.
- F. Post unit rules in a prominent location near the front entrance. Such rules must include:
 - 1. Notification of the maximum number of day and overnight guests allowed.
 - 2. Notification that occupants and guests are required to make the dwelling available for inspection by Code officials and enforcement officers of the City of Krum upon request.
 - 3. Notification of parking restrictions, prohibitions against creating a public disturbance or noise violation, and the contact information for the responsible party relating to 24-hour that occupants and guests are required to make the dwelling unit shall refrain from and are responsible for excessive noise, disturbances or the creation of are responsible to prevent disturbances.
- G. Provide trash receptacles and empty all trash at least weekly or between each separate guest stay.
- H. Remove, clean, and replace all bed linens, towels, and washcloths between each guest stay.
- I. Provide professional pest and rodent treatments by licensed providers and/or removal services at least twice per year, or once each 180 days and immediately after any substantiated reports of infestation of cockroaches, fleas, ticks, bedbugs, rodents, or similar pests which may be disease vectors. Records, receipts, and documentation of such treatments must be retained and made available to City officials upon request for a minimum of two years following each such treatment.

25.07 Denial Suspension or revocation of permit

If a Short-term rental operational permit is denied, suspended, or revoked, the applicant or operator can appeal to the City of Krum Mayor's office within thirty (30) days of receiving notice that that permit was suspended, revoked, or denied. The final decision of the Mayor can be appealed to the Board of

Zoning Adjustments. During any such appeal, the applicant shall not be authorized to operate a Short-term rental.

25.08 Vested Rights or Nonconforming Uses Claim Registration and processing

- A. Not later than ninety (90) days after the effective date of this ordinance adopted **MONTH DAY YEAR** each owner of a property located within the City of Krum operating a Short-term rental or claiming to have made an investment for the purpose of establishing a Short-term Rental shall register such claim with the City Secretary.
- B. The owner of a Short-term rental or property intended for this use shall as a minimum provide the following information in this registration:
 - 1. Name address telephone number and email of the owner or owners or the property.
 - 2. The location, street address, unit number, building, structure identification, property ID, or other information necessary to positively identify the location of the property building unit.
 - 3. The existing or planned building size (sq ft), number of units, size of units, location of the building and/or units on the property in relation to major features of the property.
 - 4. The date on which the property was purchased by the owner and the date or dates existing buildings were constructed or modified or the dates such construction or modification was planned to begin.
 - 5. Other documents, contracts, communications, receipts, drawings, plans, or other relevant evidence relating to the existing or planned Short-term rental **use costs and/or investment-based return expectations of the project.**
 - 6. A sworn statement from each owner under oath that the facts set forth and the information contained therein are true and correct.**
- C. Failure to register a claim of a vested right or nonconforming use status within the authorized 90 days shall be considered a priori evidence that such claims are unsubstantiated.
- D. After receipt of a complete registration a hearing before the Board of Adjustments (BOA) shall be convened to determine the validity of any such claim for possible action as a Special Exception.

§30 Old Town Business District

30.4 Area Regulations

E Parking Requirements:

1. For existing structures/uses (in existence prior to the effective date of this Ordinance)
Any existing parking, or lack of same, for any existing structure or use within the OT district shall be considered a conforming parking arrangement (including head-in and off-site parking arrangements in existence prior to the effective date of this Ordinance). Additional parking, in accordance with Section shall only be required for significant additions to an existing building, for significant expansion of an existing use (as determined by the Mayor, or his/her designee), and for a newly constructed building within the district. In the event of destruction of an existing structure within the OT district, said structure may be rebuilt to its pre-destruction size with no requirements for additional parking provided that reconstruction commences (i.e., a building permit is applied for and issued) within one (1) year following the date of destruction. If reconstruction does not commence within the one-year time frame, or if the structure is rebuilt to exceed its pre-destruction size, then the structure's nonconforming parking status is deemed to expire and any reconstruction of the structure must provide additional parking spaces in accordance with this Ordinance (this can be additional head-in or off-site parking spaces, provided that this was the parking arrangement that existed for such structure prior to the effective date of this Ordinance, and provided that such space is available without compromising other properties' rights, access, or public safety)
2. For Short-term rentals locations or a portion of a location with Short-term rentals (STR), parking spaces for these units must comply with Sec 25.04(K) and 25.04(L) relative to the number, type, and occupancy of STR units. For locations without SRT units, parking requirements below apply.
3. For new structures and uses - One (1) space per two hundred and fifty (250) square feet of gross floor area, and each use shall provide a minimum of two (2) spaces. For any use which cannot provide off-street parking due to the size or location of the lot, such parking may be provided on other property not more than two hundred feet (200') from the site, in accordance with Section 38.7 [Section 38.8] of this Ordinance. In cases where the parking requirement cannot be achieved, up to seventy-five percent (75%) of the parking requirement may be waived by the City Council on the site plan, or may be provided as head-in parking spaces and/or off-site with City Council approval on the site plan for such an alternative arrangement.
4. ~~Recreational vehicles, travel trailers, motor homes and other types of special or oversized vehicles and trailers may not be parked or stored for longer than a~~ seventy-two (72) hour period on any lot or premises in the OT district, nor may they be used for on-site dwelling or nonresidential purposes.

§49 Definitions

New Definitions

ADVERTISE: The act of drawing the public's attention to a business, service, location, or activity to promote the availability of products, services, offerings, activities, or things of value. Said advertising may be found in any medium, including but not limited to, newspapers, magazines, brochures, websites, mobile applications, or signage.

BOOKING SERVICE: any reservation and/or payment service provided by a person or entity that facilitates a transaction between an Owner or Operator and a prospective buyer, renter, or receiver of services, and for which the person or entity collects or receives, directly or indirectly through an agent or intermediary, a fee in connection with the reservation and/or payment services provided.

HOSTING PLATFORM: a person or entity that participates in a business by providing, and collecting or receiving a fee for, Booking Services through which an Owner may offer products, services or premises for a buyer, renter, or occupant. Hosting Platforms usually, though not necessarily, provide Booking Services through an online platform that allows an Owner to advertise through a website provided by the Hosting Platform and the Hosting Platform conducts a transaction by which potential customers or users arrange their purchase, rental, use and payment, whether the would-be customer pays directly to the Owner or to the Hosting Platform.

HOUSEKEEPING UNIT: A permanent residence as defined by Section 92.001 of the Property Code or as subsequently amended. The term Housekeeping Unit as applied in this ordinance specifically excludes any short-term rental, boarding house, lodging house, hotel, club, or any other use which is subject to the hotel occupancy tax imposed by Section 156.051 of the Texas Tax Code.

LEASEBACK: An arrangement where the seller of a home leases the home back from the purchaser for a variable but temporary period of time following a sale. In a leaseback arrangement, the specifics of the arrangements are typically made prior or immediately after the sale of the home allowing the prior owner to retain occupancy for a period of time under the terms of the lease in furtherance of a permanent relocation of the prior owner.

MULTIFAMILY SHORT-TERM RENTAL The renting of a multifamily dwelling unit, or any portion thereof, for a period of less than 30days.

OPERATOR Any person or entity who has control of a-property, business, or dwelling unit.

RENTAL The renting, bartering, trading, letting or otherwise allowing the use of a vehicle, piece of equipment, location, item, dwelling unit, or portions thereof, for compensation. This term does not include Boarding , Boarding House, Boarding Rooms

SHORT-TERM RENTAL The rental or offer for a rental of a dwelling unit, or any portion thereof, for a period of less than 30 days. This term does not include a leaseback.

SINGLE-FAMILY SHORT-TERM RENTAL The renting of a single-family dwelling unit, or any portion thereof, when said dwelling unit or portion is in a single-family residential district, for a period of less than 30days. This term does not include a leaseback.

Altered Definitions

DWELLING (or Dwelling Unit):

Any building or portion thereof which is designed or used exclusively for residential purposes by one family for living, sanitary and sleeping purposes, and which has not more than one cooking facility (that is, only one kitchen). Does not include hotels, motels, [or Short-term Rentals](#). Recreational vehicles, travel trailers, tents, and other forms of portable or temporary housing shall not be used for dwelling or guest housing purposes.

DWELLING, ACCESSORY - RENTAL UNIT:

[x] A subordinate dwelling unit that is either attached or detached from the primary residential on-site structure, is used for occupancy for compensation (is for rent) [with a term of rental being at least 30 days or more](#), is incidental to the main structure (the building area is no more than 30% of the size of the main structure's air-conditioned floor area), and is not involved in the conduct of a business.

DWELLING, MULTIFAMILY:

[x] A residential building containing three or more dwelling units which are not located on individual platted lots. The residential building contains dwelling units that are designed to be occupied by families living independently of one another. The term includes cooperative apartments and condominiums. For the purpose of these regulations, regardless of how rental units are equipped, any multifamily dwelling in which units are available for rental periods less than thirty calendar days are considered a hotel, ~~or~~ motel [or Multi-Family Short-term Rental](#).

DWELLING, SINGLE-FAMILY:

A residential building, designed for occupancy by one family or individual. The term is general and includes such specialized types such as single-family detached, single-family attached (townhouses), patio homes and zero-lot-line homes. For regulatory purposes, the term shall not be construed to mean manufactured homes, mobile homes, industrialized homes, travel trailers, housing mounted on self-propelled or drawn vehicles, tents [Short-term rentals](#) or other forms of portable or temporary housing.

COO Appendix 1 Fee Schedule, Article A 5 Business and Related Fees §A5.007 Short Term Rental - Operating Permit

(1) A fee to operate a Short-term Rental Unit (STR) shall be five hundred dollars (\$500.00) for each unit and shall be effective for two (2) years unless terminated or revoked.

(2) The fee for a Short-term Rental Unit operating permit shall be doubled whenever such a unit is found in operation prior to the application for said operating permit. If discovered in a district requiring a Specific Use Permit (SUP) and said SUP has not been approved the fee per unit shall be tripled (3X).

Section 37.2 Use Charts

Legend	
More Restrictive or Clarifying	
Less Restrictive	

	AG	SF-R	SF-E	SF-20	SF-10	SF-7.5	SF-6	SF-PH	2F	SFA	MF-15	MH	O	R	OT	C	LI	Parking Requirements	Cross-Reference(s) for Special Standards
RESIDENTIAL USES																			
Accessory Dwellings:	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Dwelling, Accessory - Guard/Manager/ Caretaker	P	P	S											S	S	S	S	2/dwelling unit	
Dwelling, Accessory - Guest House	P	P	P	S														1/dwelling unit	
Dwelling, Accessory - Rental Unit	S	S	S															Efficiency: 1 space 1-2 bedrooms: 2 spaces 3+ bedrooms: 2 spaces + .5 space per additional bedroom over two	
Building, Mixed-Residential																S		Determined by SUP	
Building, Mixed-Use														S	S			Determined by SUP	
Congregate Adult Living Facilities:	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Rehabilitation Facility, In Home/Residential	S	S	S	S					S		S							.2/resident	
Rehabilitation Facility, Institutionalized											S							.3/resident	
Elder Care Facilities:	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	

Legend	
More Restrictive or Clarifying	
Less Restrictive	

	AG	SF-R	SF-E	SF-20	SF-10	SF-7.5	SF-6	SF-PH	2F	SFA	MF-15	MH	O	R	OT	C	LI	Parking Requirements	Cross Reference(s) for Special Standards
Elder Care - Assisted Living	S	S									P							1/3 dwelling units	
Elder Care - Continuing Care (combination)	S	S									P							as determined by components, and best/current practices	
Elder Care - Independent Living	S	S									P							1/dwelling unit	
Elder Care - Nursing/Convalescent Care	S	S									P							.5/bed	
Household Living Units:	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Dwelling, Two-Family (duplex)									P		P	P						2 enclosed/dwelling unit	
Dwelling, Industrialized Housing Unit	P	P	P	P	P	P	P	P	P	P	P	P						2 enclosed/dwelling unit	
Dwelling, Manufactured/HUD-Code Home	S											P						2 enclosed/dwelling unit	
Dwelling, Mobile Home	S											S						2 enclosed/dwelling unit	
Dwelling, Multifamily											P				S			Efficiency: 1 space 1-2 bedrooms: 2 spaces 3+ bedrooms: 2 spaces + .5 space per additional bedroom over two (at least 50% to be enclosed or covered)	

Legend	
More Restrictive or Clarifying	
Less Restrictive	

	AG	SF-R	SF-E	SF-20	SF-10	SF-7.5	SF-6	SF-PH	2F	SFA	MF-15	MH	O	R	OT	C	LI	Parking Requirements	Cross-Reference(s) for Special Standards
Dwelling, Live/Work															P			2 spaces, plus nonresidential requirement	
Dwelling, Zero-Lot-Line Home								P			P	P						2 enclosed/dwelling unit	
Dwelling, Single-Family Detached	P		P		P	P		P	P	P	P	P						2 enclosed/dwelling unit	
Dwelling, Single-Family Attached (Townhomes)										P	P	P						2 enclosed/dwelling unit + .5 space/unit for visitors	
Dwelling, Apartment															S			Efficiency: 1 space 1-2 bedrooms: 2 spaces 3+ bedrooms: 2 spaces + .5 space per additional bedroom over two (at least 50% to be enclosed or covered)	
Manufactured/Mobile Home Park or Subdivision	S											P						2 enclosed/dwelling unit	
Dwelling Single Family Short-term Rental	S*	S*	S*	S*	S*	S*	S*	S*	S*									1/brm or 2 guests	See COO CH 14, 14A, Pt III, Section 25
Dwelling Multi-Family Short-term Rental											P*				P*			See Sections 24 & 30	See COO CH 14, 14A, Pt III, Section 25

Draft 2

§ 24.4 E. MF-15 Multi-family District

Parking Regulations:

1. For locations or a portion of a location with Short-term rentals (STR), parking spaces for these units must comply with Sec 25.04(K) and 25.04(LI) relative to the number, type, and occupancy of STR units.
2. For Locations without Short-term Rental units, the parking requirements below apply:
 - a. 1.5 spaces for each efficiency or one-bedroom unit
 - b. 2 spaces for each two-bedroom unit
 - c. 2.5 spaces for each three-bedroom unit
 - d. 3 spaces for each four- or more bedroom unit
 - e. The average number of parking spaces for the total development shall be no less than two (2) spaces per dwelling unit, at least one (1) of which shall be enclosed (i.e., garage) for each dwelling unit.
 - f. No parking space may be located closer than six feet (6') from any building, nor closer than two feet (2') from any side or rear lot line.
 - g. All parking areas adjacent to public streets shall be screened from view. Screening may be in the form of live plant materials, berms, low masonry walls that match the exterior finish of main buildings, or any combination of the above.
 - h. See Section 38, Off-Street Parking and Loading Requirements, for additional requirements.

§ 25 Short-term Rentals

25.01 Zoning Districts Allowed and Permits Required

- A. Single-family Short-term rentals are allowed as indicated in Section 37.2 Use Charts subject to the issuance of a specific use permit and a 2-year operating permit.

- B. Multifamily Short-term rentals are allowed within the MF-15 and OT Zoning Districts, subject to the issuance of a specific use permit and a 2-year operating permit.

25.02 Hosting Services

- A. A hosting platform or booking service cannot advertise or facilitate the rental of a short-term rental unless such unit is permitted by a current short-term rental operating permit. Any hosting platform or booking service must provide the City of Krum with a regular, written report on all short-term rental revenue collected for short-term rentals in the City. Said reports must also include details of all hotel occupancy taxes collected and remitted as to short-term rentals in the City. Said reports must be submitted at least once a quarter per calendar year.

25.03 Operating Permit Application

The permit application requirements for a Short-term rental operating permit are as follows:

- A. A 2-year operating permit application fee per fee schedule in Appendix A shall be required for the Short-term Rental operating permit.
- B. The application shall be on an official form supplied by the City of Krum and shall be submitted in time, place, and manner as required by the City.
- C. The application shall contain the following information for the Property owner/operator and must be kept current and update when changes happen:
 - 1. Name;
 - 2. Physical property street address;
 - 3. mailing address;
 - 4. facsimile number;
 - 5. e-mail address;
 - 6. telephone number;
 - 7; drivers license number.
- D. Should the operator not be an individual, then in addition to

Subsection C above the following information shall be required:

1. Telephone number of the corporate representative with authority to act on behalf of the owner-entity.
 2. Copy of the documents filed with the Texas Secretary of State establishing the business entity and showing the entity is in good standing with the State of Texas.
- E. The name, address, and 24-hour telephone number of a management agency, agent, or local person authorized and able to be contacted for incident reporting if this is not the owner or operator shall be identified and current. Said authorized personnel shall respond within sixty (60) minutes of being contacted.
- F. The name and website linked to all internet platforms on which the operator advertises or take reservations for lodging at the short-term rental at any time during a 12-month period from the date of application, including the identity of any booking service or hosting platform utilized for such short-term rental shall be listed and kept current.
- ..
- G. All applicable ad valorem, hotel occupancy, and sales taxes must be paid in full, current, and not in a delinquent status or under a repayment plan for previous delinquencies. Proof of such including applicable tax certificates and/or receipts must be provided at the time of a permit request or within ten (10) days of a request by a City Official.
- H. The total number of units and bedrooms of the proposed Short-term rental(s) shall be listed.
- I. Proof of general liability insurance in an amount of not less than two million (\$2,000,000.00) per occurrence issued by a company or companies licensed to operate in the State of Texas with a minimum A- rating by AM Best throughout the term of the policy shall be provided.
- J. A copy of the house rules that the operator requires the renters to follow which must follow this ordinance shall be provided to the City at the time of application.
- K. The operator must notify the City of Krum in writing of any material change in the information contained in the application for an operating permit within seven (7) days of the change, including but not limited to a change of ownership; management; and advertisements hosted on internet platforms.

- L. All available off-street parking shall be identified and agreements with adjacent or nearby properties for shared parking to service the short-term rental(s) shall be copied and included in the application.
- M. Any other certifications or information deemed necessary by the City to establish proof of compliance shall be furnished.

25.04 General Regulations

- A. The operator of a Short-term rental must be the owner of the property or the representative of the owner. Subleasing all or a portion of the dwelling is prohibited.
- B. Multifamily Short-term rentals cannot be located within one hundred feet of any property zoned or with a base zoning district of A, SF-6, SF-7.5, SF-10, SF-E or SF-R.
- C. Short-term rentals are only allowed in multifamily complexes with at least four (4) units.
- D. Multifamily Short-term rentals can occupy no more than twenty-five (25%) of the available units.
- E. During the time the Short-term rental is taking place, the renters of the unit need to maintain a common household. Therefore, internal doors cannot have key locks that exclude renters of the property from any rooms. Everyone using the rental unit must have complete unrestricted access to the entirety of the rental.
- F. The operator of the Short-term rental cannot either directly or indirectly allow the property to be physically converted to add bedrooms. Once the property has been registered with the City as a Short-term rental, that property cannot add any bedrooms.
- G. A Short-term rental cannot be occupied or utilized by more than two (2) people per bedroom or twelve (12) persons overall during any given rental period.
- H. Guests on the property may not exceed seventy-five percent (75%) of the maximum number of overnight occupants at any time.
- I. A Short-term rental cannot be advertised to or host more than twelve (12) people staying overnight at the property with a maximum occupancy of two (2) people per bedroom.
- J. There can be no outside congregation at a short-term rental between 11:00 p.m. and 7:00 a.m.

- K. Each Short-term rental must provide at least one off-street parking space each for the greater of:
 - 1. each bedroom or room where sleeping quarters are provided; and
 - 2. every two (2) guests in the Short-term rental's advertised capacity.
- L. On-street parking is prohibited for any renters or guests of a Short-term rental.
- M. A Short-term rental must be available for a minimum rental period of twenty-four (24) hours.
- N. Permit Suspension or Revocation. The City reserves the right to suspend or revoke a Short-term rental operating permit in the event the operator or address accrues three or more violations of this ordinance or any other ordinance of the City of Krum during a calendar year. A violation shall include any written notice of violation, citation, or other or other documentation of a violation. Additionally, the City may suspend or revoke a Short-term rental permit in the event of any single, severe ordinance or criminal violation, including but not limited to criminal arrests. Such determinations may be made by the Director of Development Services. These remedies are in addition to all other remedies and enforcement options available to the City, including but not limited to the issuance of citations and/or the filing of suit pursuant to Chapter 54 of the Local Government Code.
- O. In the event of the revocation of a Short-term Rental operating permit, the operator cannot apply for any additional Short-term rental permits for two (2) years.
- P. The owner and/or operator of a Short-term rental must sign a waiver and/or authorization for entry and inspection by the Building and Fire Code Officials, and authorized enforcement officers of the City of Krum for the purpose of inspection to verify compliance with this Ordinance.
- Q. A short-term rental in a single-family zoning district cannot be utilized for any special events such as banquets, bachelor or bachelorette parties, weddings, receptions, concerts, or any other similar events.

25.05 Health and Safety

All Short-term Rental units shall:

- A. Post a layout and diagram of the unit on the main entrance door of each unit showing emergency exits and exit routes.
- B. Provide an ABC Dry Chemical fire extinguisher in each unit in any kitchen or room with cooking facilities.

- C. Install fire, smoke, and carbon monoxide detectors and/or alarms as may apply to Hotel/Motel occupancies in accordance with the currently approved City Building and Fire Codes.
- D. Install CFCI outlets located within six (6) feet of a water source.
- E. Any swimming pool, hot tub or spa to which guests have access shall meet barrier requirements of the ICC 2018 ISPSA as amended or the most currently adopted version of same.
- F. Post unit rules in a prominent location near the front entrance. Such rules must include:
 - 1. Notification of the maximum number of day and overnight guests allowed.
 - 2. Notification that occupants and guests are required to make the dwelling available for inspection by Code officials and enforcement officers of the City of Krum upon request.
 - 3. Notification of parking restrictions, prohibitions against creating a public disturbance or noise violation, and the contact information for the responsible party relating to 24-hour that occupants and guests are required to make the dwelling unit shall refrain from and are responsible for excessive noise, disturbances or the creation of are responsible to prevent disturbances.
- G. Provide trash receptacles and empty all trash at least weekly or between each separate guest stay.
- H. Remove, clean, and replace all bed linens, towels, and washcloths between each guest stay.
- I. Provide professional pest and rodent treatments by licensed providers and/or removal services at least twice per year, or once each 180 days and immediately after any substantiated reports of infestation of cockroaches, fleas, ticks, bedbugs, rodents, or similar pests which may be disease vectors. Records, receipts, and documentation of such treatments must be retained and made available to City officials upon request for a minimum of two years following each such treatment.

25.07 Denial Suspension or revocation of permit

If a Short-term rental operational permit is denied, suspended, or revoked, the applicant or operator can appeal to the City of Krum Mayor's office within thirty (30) days of receiving notice that that permit was suspended, revoked, or

denied. The final decision of the Mayor can be appealed to the Board of Zoning Adjustments. During any such appeal, the applicant shall not be authorized to operate a Short-term rental.

25.08 Vested Rights or Nonconforming Uses Claim Registration and processing

- A. Not later than ninety (90) days after the effective date of this ordinance adopted **MONTH DAY YEAR** each owner of a property located within the City of Krum operating a Short-term rental or claiming to have made an investment for the purpose of establishing a Short-term Rental shall register such claim with the City Secretary.
- B. The owner of a Short-term rental or property intended for this use shall as a minimum provide the following information in this registration:
 - 1. Name address telephone number and email of the owner or owners or the property.
 - 2. The location, street address, unit number, building, structure identification, property ID, or other information necessary to positively identify the location of the property building unit.
 - 3. The existing or planned building size (sq ft), number of units, size of units, location of the building and/or units on the property in relation to major features of the property.
 - 4. The date on which the property was purchased by the owner and the date or dates existing buildings were constructed or modified or the dates such construction or modification was planned to begin.
 - 5. Other documents, contracts, communications, receipts, drawings, plans, or other relevant evidence relating to the existing or planned Short-term rental use costs and/or investment-based return expectations of the project.
 - 6. A sworn statement from each owner under oath that the facts set forth and the information contained therein are true and correct.
- C. Failure to register a claim of a vested right or nonconforming use status within the authorized 90 days shall be considered a priori evidence that such claims are unsubstantiated.
- D. After receipt of a complete registration a hearing before the Board of Adjustments (BOA) shall be convened to determine the validity of any such claim for possible action as a Special Exception.

§30 Old Town Business District

30.4 Area Regulations

E Parking Requirements:

1. For existing structures/uses (in existence prior to the effective date of this Ordinance)
Any existing parking, or lack of same, for any existing structure or use within the OT district shall be considered a conforming parking arrangement (including head-in and off-site parking arrangements in existence prior to the effective date of this Ordinance). Additional parking, in accordance with Section shall only be required for significant additions to an existing building, for significant expansion of an existing use (as determined by the Mayor, or his/her designee), and for a newly constructed building within the district. In the event of destruction of an existing structure within the OT district, said structure may be rebuilt to its pre-destruction size with no requirements for additional parking provided that reconstruction commences (i.e., a building permit is applied for and issued) within one (1) year following the date of destruction. If reconstruction does not commence within the one-year time frame, or if the structure is rebuilt to exceed its pre-destruction size, then the structure's nonconforming parking status is deemed to expire and any reconstruction of the structure must provide additional parking spaces in accordance with this Ordinance (this can be additional head-in or off-site parking spaces, provided that this was the parking arrangement that existed for such structure prior to the effective date of this Ordinance, and provided that such space is available without compromising other properties' rights, access, or public safety)
2. For Short-term rentals locations or a portion of a location with Short-term rentals (STR), parking spaces for these units must comply with Sec 25 .04(K) and 25.04.(L) relative to the number, type, and occupancy of STR units. For locations without SRT units, parking requirements below apply.
3. For new structures and uses - One (1) space per two hundred and fifty (250) square feet of gross floor area, and each use shall provide a minimum of two (2) spaces. For any use which cannot provide off-street parking due to the size or location of the lot, such parking may be provided on other property not more than two hundred feet (200') from the site, in accordance with Section 38.7 [Section 38.8] of this Ordinance. In cases where the parking requirement cannot be achieved, up to seventy-five percent (75%) of the parking requirement may be waived by the City Council on the site plan, or may be provided as head-in parking spaces and/or off-site with City Council approval on the site plan for such an alternative arrangement.
- 4- Recreational vehicles, travel trailers, motor homes and other types of special or oversized vehicles and trailers may not be parked or stored for longer than a seventy-two (72) hour period on any lot or premises in the OT district, nor may they be used

for on-site dwelling or nonresidential purposes.

§49 Definitions

New Definitions

ADVERTISE: The act of drawing the public's attention to a business, service, location, or activity to promote the availability of products, services, offerings, activities, or things of value. Said advertising may be found in any medium, including but not limited to, newspapers, magazines, brochures, websites, mobile applications, or signage.

BOOKING SERVICE: any reservation and/or payment service provided by a person or entity that facilitates a transaction between an Owner or Operator and a prospective buyer, renter, or receiver of services, and for which the person or entity collects or receives, directly or indirectly through an agent or intermediary, a fee in connection with the reservation and/or payment services provided.

HOSTING PLATFORM: a person or entity that participates in a business by providing, and collecting or receiving a fee for, Booking Services through which an Owner may offer products, services or premises for a buyer, renter, or occupant. Hosting Platforms usually, though not necessarily, provide Booking Services through an online platform that allows an Owner to advertise through a website provided by the Hosting Platform and the Hosting Platform conducts a transaction by which potential customers or users arrange their purchase, rental, use and payment, whether the would-be customer pays directly to the Owner or to the Hosting Platform.

HOUSEKEEPING UNIT: A permanent residence as defined by Section 92.001 of the Property Code or as subsequently amended. The term Housekeeping Unit as applied in this ordinance specifically excludes any short-term rental, boarding house, lodging house, hotel, club, or any other use which is subject to the hotel occupancy tax imposed by Section 156.051 of the Texas Tax Code.

LEASEBACK: An arrangement where the seller of a home leases the home back from the purchaser for a variable but temporary period of time following a sale. In a leaseback arrangement, the specifics of the arrangements are typically made prior or immediately after the sale of the home allowing the prior owner to retain occupancy for a period of time under the terms of the lease in furtherance of a permanent relocation of the prior owner.

MULTIFAMILY SHORT-TERM RENTAL The renting of a multifamily dwelling unit, or any portion thereof, for a period of less than 30days.

OPERATOR Any person or entity who has control of a-property, business, or dwelling unit.

RENTAL The renting, bartering, trading, letting or otherwise allowing the use of a vehicle, piece of equipment, location, item, dwelling unit, or portions thereof, for compensation. This term does not include Boarding , Boarding House, Boarding Rooms

SHORT-TERM RENTAL The rental or offer for a rental of a dwelling unit, or any portion thereof, for a period of less than 30 days. This term does not include a leaseback.

SINGLE-FAMILY SHORT-TERM RENTAL The renting of a single-family dwelling unit, or any portion thereof, when said dwelling unit or portion is in a single-family residential district, for a period of less than 30days. This term does not include a leaseback.

Altered Definitions

DWELLING (or Dwelling Unit):

Any building or portion thereof which is designed or used exclusively for residential purposes by one family for living, sanitary and sleeping purposes, and which has not more than one cooking facility (that is, only one kitchen). Does not include hotels, motels, or Short-term Rentals. Recreational vehicles, travel trailers, tents, and other forms of portable or temporary housing shall not be used for dwelling or guest housing purposes.

DWELLING, ACCESSORY - RENTAL UNIT:

[x] A subordinate dwelling unit that is either attached or detached from the primary residential on-site structure, is used for occupancy for compensation (is for rent) with a term of rental being at least 30 days or more, is incidental to the main structure (the building area is no more than 30% of the size of the main structure's air-conditioned floor area), and is not involved in the conduct of a business.

DWELLING, MULTIFAMILY:

[x] A residential building containing three or more dwelling units which are not located on individual platted lots. The residential building contains dwelling units that are designed to be occupied by families living independently of one another. The term includes cooperative apartments and condominiums. For the purpose of these regulations, regardless of how rental units are equipped, any multifamily dwelling in which units are available for rental periods less than thirty calendar days are considered a hotel motel or Multi-Family Short-term Rental.

DWELLING, SINGLE-FAMILY:

A residential building, designed for occupancy by one family or individual. The term is general and includes such specialized types such as single-family detached, single-family attached (townhouses), patio homes and zero-lot-line homes. For regulatory purposes, the term shall not be construed to mean manufactured homes, mobile homes, industrialized homes, travel trailers, housing mounted on self-propelled or drawn vehicles, tents Short-term rentals or other forms of portable or temporary housing.

COO Appendix 1 Fee Schedule, Article A 5 Business and Related Fees §A5.007 Short Term Rental - Operating Permit

(1) A fee to operate a Short-term Rental Unit (STR) shall be five hundred dollars (\$500.00) for each unit and shall be effective for two (2) years unless terminated or revoked.

(2) The fee for a Short-term Rental Unit operating permit shall be doubled whenever such a unit is found in operation prior to the application for said operating permit. If discovered in a district requiring a Specific Use Permit (SUP) and said SUP has not been approved the fee per unit shall be tripled (3X).

Section 37.2 Use Charts

	AG	SF-R	SF-E	SF-20	SF-10	SF-7.5	SF-6	SF-PH	2F	SFA	MF-15	MH	O	R	OT	C	LI	Parking Requirements	Cross-Reference(s) for Special Standards
RESIDENTIAL USES																			
Accessory Dwellings:	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Dwelling, Accessory - Guard/Manager/ Caretaker	P	P	S											S	S	S	S	2/dwelling unit	
Dwelling, Accessory - Guest House	P	P	P	S														1/dwelling unit	
Dwelling, Accessory - Rental Unit	S	S	S															Efficiency: 1 space 1-2 bedrooms: 2 spaces 3+ bedrooms: 2 spaces + .5 space per additional bedroom over two	
Building, Mixed-Residential																S		Determined by SUP	
Building, Mixed-Use														S	S			Determined by SUP	
Congregate Adult Living Facilities:	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Rehabilitation Facility, In Home/Residential	S	S	S	S					S		S							.2/resident	
Rehabilitation Facility, Institutionalized											S							.3/resident	
Elder Care Facilities:	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	

Attachment 1 Propose STR regulation RL-SO

	AG	SF-R	SF-E	SF-20	SF-10	SF-7.5	SF-6	SF-PH	2F	SFA	MF-15	MH	O	R	OT	C	LI	Parking Requirements	Cross Reference(s) for Special Standards
Elder Care - Assisted Living	S	S									P							1/3 dwelling units	
Elder Care - Continuing Care (combination)	S	S									P							as determined by components, and best/current practices	
Elder Care - Independent Living	S	S									P							1/dwelling unit	
Elder Care - Nursing/Convalescent Care	S	S									P							.5/bed	
Household Living Units:	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Dwelling, Two-Family (duplex)									P		P	P						2 enclosed/dwelling unit	
Dwelling, Industrialized Housing Unit	P	P	P	P	P	P	P	P	P	P	P	P						2 enclosed/dwelling unit	
Dwelling, Manufactured/HUD-Code Home	S											P						2 enclosed/dwelling unit	
Dwelling, Mobile Home	S											S						2 enclosed/dwelling unit	
Dwelling, Multifamily											P				S			Efficiency: 1 space 1-2 bedrooms: 2 spaces 3+ bedrooms: 2 spaces + .5 space per additional bedroom over two (at least 50% to be enclosed or covered)	

Attachment 1 Propose STR regulation RL-SO

	AG	SF-R	SF-E	SF-20	SF-10	SF-7.5	SF-6	SF-PH	2F	SFA	MF-15	MH	O	R	OT	C	LI	Parking Requirements	Cross-Reference(s) for Special Standards
Dwelling, Live/Work															P			2 spaces, plus nonresidential requirement	
Dwelling, Zero-Lot-Line Home								P			P	P						2 enclosed/dwelling unit	
Dwelling, Single-Family Detached	P		P		P	P		P	P	P	P	P						2 enclosed/dwelling unit	
Dwelling, Single-Family Attached (Townhomes)										P	P	P						2 enclosed/dwelling unit + .5 space/unit for visitors	
Dwelling, Apartment															S			Efficiency: 1 space 1-2 bedrooms: 2 spaces 3+ bedrooms: 2 spaces + .5 space per additional bedroom over two (at least 50% to be enclosed or covered)	
Manufactured/Mobile Home Park or Subdivision	S											P						2 enclosed/dwelling unit	
Dwelling Single Family Short-term Rental	S*	S*	S*	S*	S*	S*	S*	S*	S*									1/bm or 2 guests	See COO CH 14, 14A, Pt III, Section 25
Dwelling Multi-Family Short-term Rental											P*				P*			See Sections 24 & 30	See COO CH 14, 14A, Pt III, Section 25

TEMPORARY BUILDING/OFFICE:

[x] A building or structure, of either permanent or temporary construction (including a recreational vehicle or a trailer), used in conjunction with a development or construction project for display purposes, as a field office, or for housing temporary supervisory, sales or security personnel related to the active development or construction project.

FAMILY:

Any number of persons living together as a single housekeeping unit who are related by blood, legal adoption, or marriage (within two degrees of affinity or consanguinity), along with not more than three (3) unrelated persons. Also means not more than three (3) unrelated persons living as a single housekeeping unit. The term “family” shall not be construed to mean a fraternity, sorority, club or institutional group.

CITY OF KRUM, TEXAS

ORDINANCE NO. 2024-809

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KRUM, TEXAS AMENDING THE CITY'S CODE OF ORDINANCES CHAPTER 14, "ZONING," EXHIBIT 14A "ZONING ORDINANCE," PART III, "ZONING DISTRICTS," SECTION 24, "MF-15 - MULTIFAMILY RESIDENTIAL - 15 DISTRICT (APARTMENTS)," SUBSECTION 24.4, "AREA REGULATIONS," TO ADD PARKING REGULATIONS FOR SHORT-TERM RENTALS; ADDING CHAPTER 14, "ZONING," EXHIBIT 14A "ZONING ORDINANCE," PART III, "ZONING DISTRICTS," SECTION 25 "SHORT-TERM RENTALS," TO ADD REGULATIONS FOR A SHORT-TERM RENTAL DISTRICT; AMENDING CHAPTER 14, "ZONING," EXHIBIT 14A "ZONING ORDINANCE," PART III, "ZONING DISTRICTS," SECTION 30 "OLD TOWN BUSINESS DISTRICT," SUBSECTION 30.4, "AREA REGULATIONS," TO ADD PARKING REGULATIONS FOR SHORT-TERM RENTALS; AMENDING CHAPTER 14, "ZONING," EXHIBIT 14A "ZONING ORDINANCE," PART IV "USE REGULATIONS SECTION" SECTION 37.2 "USE CHARTS," TO ADD THE USE OF SHORT-TERM RENTALS TO THE CHART; AMENDING CHAPTER 14, "ZONING," EXHIBIT 14A "ZONING ORDINANCE," PART VI "DEFINITIONS," SECTION 49, "DEFINITIONS," SUBSECTION 49.2, "DEFINITIONS," TO AMEND AND ADD CERTAIN DEFINITIONS; AMENDING APPENDIX A, "FEE SCHEDULE," ARTICLE A5.000, "BUSINESS RELATED FEES," ADDING SECTION A5.007, "SHORT-TERM RENTALS OPERATING PERMIT," TO ESTABLISH A SHORT-TERM RENTAL UNIT OPERATING FEE; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING SEVERABILITY; PROVIDING FOR SAVINGS; PROVIDING FOR A PENALTY NOT TO EXCEED \$2,000.00 AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES AND INCLUDING PROVISIONS FOR THE AUTHORIZATION TO SEEK INJUNCTIVE RELIEF TO ENJOIN VIOLATIONS WHICH CONSTITUTE AN IMMINENT HAZARD OR DANGER TO THE PUBLIC HEALTH AND SAFETY; PROVIDING A PUBLICATION CLAUSE; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Krum, Texas, is a Home Rule Municipality located in Denton County, Texas, created in accordance with provisions of the Texas Local Government Code the Texas Constitution and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, pursuant to Chapter 211 of the Local Government Code, the City Council is authorized to adopt regulations governing the use of property within the corporate limits of the; and

WHEREAS, the Planning and Zoning Commission, after proper publication of notice thereof, held a public hearing regarding the proposed ordinance amendments described above on March 18, 2024; and

WHEREAS, the City Council, after proper publication of notice thereof, held a public hearing regarding the proposed zoning ordinance amendment described above on April 1, 2024; and

WHEREAS, the City Council desires to protect and balance the interests of property owners, the peaceful enjoyment of residential neighborhoods, and the desire for temporary accommodations; and

WHEREAS, the City Council desires to prevent overcrowding, to promote home ownership, to discourage heinous criminal and nuisance activities, to promote neighborhood identity, to enhance the quality of life for residents and visitors, and to ensure land uses are placed in locations and in densities suitable to those ends; and

WHEREAS, after due deliberation and consideration of the information submitted during the public hearings and the consideration of the recommendation of the Planning and Zoning Commission, the City Council has concluded that the adoption of this Ordinance is in the best interest of the health, safety, and welfare of the citizens of the City.

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

SECTION 1 **INCORPORATION OF PREMISES**

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

SECTION 2 **FINDINGS**

After due deliberations, the City Council has concluded that the adoption of this Ordinance is in the best interest of the City of Krum, Texas, and of public health, safety, and welfare. The City Council further finds that the zoning and other ordinance amendments herein have been made in accordance with the comprehensive plan for the purpose of promoting the health, safety and general welfare of the community, and that they have been designed, with respect to both present conditions and the conditions reasonably anticipated to exist in the foreseeable future, to lessen congestion on the streets; to secure safety from fire, panic, flood and other dangers; to provide adequate light and air; to prevent over-crowding of the land, to avoid undue concentration of population; to facilitate the adequate provisions of transportation, water, sewage, drainage and surface water, parks and other public requirements and to make provisions for the normal business, commercial needs and development of the community.

SECTION 3 **AMENDMENTS**

- 3.01 That the City of Krum Code of Ordinances, Chapter 14, "Zoning," Exhibit 14A, "Zoning Ordinance," Part III, "Zoning Districts," Section 24, "Multi-Family Residential - 15 District (Apartments)," Subsection 24.4, "Area Regulations," Subsection E, "Parking Regulations," shall be repealed and replaced as follows:

"E. Parking Regulations:

1. For locations or a portion of a location with Short-Term Rentals (STR), parking spaces for these units must comply with Sections 25.04(K) and 25.04(L) relative to the number, type, and occupancy of STR units.
2. For Locations without Short-Term Rental units, the parking requirements below shall apply:
 - a. 1.5 spaces for each efficiency or one-bedroom unit
 - b. 2 spaces for each two-bedroom unit
 - c. 2.5 spaces for each three-bedroom unit
 - d. 3 spaces for each four- or more bedroom unit
 - e. The average number of parking spaces for the total development shall be no less than two (2) spaces per dwelling unit, at least one (1) of which shall be enclosed (i.e., garage) for each dwelling unit.
 - f. No parking space may be located closer than six feet (6') from any building, nor closer than two feet (2') from any side or rear lot line.
 - g. All parking areas adjacent to public streets shall be screened from view. Screening may be in the form of live plant materials, berms, low masonry walls that match the exterior finish of main buildings, or any combination of the above.
 - h. See Section 38, "Off-Street Parking and Loading Requirements," for additional requirements."

- 3.02 That the City of Krum Code of Ordinances, Chapter 14, "Zoning," Exhibit 14A, "Zoning Ordinance," Part III, "Zoning Districts," Section 25, "Short-Term Rentals," shall replace the "Reserved Section" by adding the following:

"§ 25 SHORT-TERM RENTALS

25.1 Zoning Districts Allowed and Permits Required

- A. Single-family Short-term rentals are allowed as indicated in Section 37.2 subject to the issuance of a specific use permit and a 2-year operating permit.
- B. Multifamily Short-term rentals are allowed within the MF-15 and OT Zoning Districts, subject to the issuance of a specific use permit and a 2-year operating permit.

25.02 Hosting Services

A hosting platform or booking service cannot advertise or facilitate the rental of a short-term rental unless such unit is permitted by a current short-term rental operating permit. Any hosting platform or booking service must provide the City of Krum with a regular, written report on all short-term rental revenue collected for short-term rentals in the City. Said reports must also include details of all hotel occupancy taxes collected and remitted as to short-term rentals in the City. Said reports must be submitted at least once a quarter per calendar year.

25.03 Operating Permit Application

The permit application requirements for a Short-term rental operating permit are as follows:

- A. A two-year (2-year) operating permit application fee per schedule in Appendix A shall be required for the Short-term Rental operating permit.
- B. The application shall be on an official form supplied by the City of Krum and shall be submitted in time, place and manner as required by the City.
- C. The application shall contain the following information for the Property Owner/Operator and must be kept current and update when changes happen:
 - 1. Name;
 - 2. Physical property street address;
 - 3. mailing address;
 - 4. facsimile number;
 - 5. e-mail address;
 - 6. telephone number;
 - 7. date of birth; and
 - 8. driver's license number.

- D. Should the operator not be an individual, then in addition to Subsection C above following information shall be required:
1. Telephone number of the corporate representative with authority to act on behalf of the owner-entity.
 2. Copy of the documents filed with the Texas Secretary of State establishing the business entity and showing the entity is in good standing with the State of Texas.
- E. The name, address, and 24-hour telephone number of a management agency, agent, or local person authorized and able to be contacted for incident reporting if this is not the owner or operator shall be identified and current. Said authorized personnel shall respond within sixty (60) minutes of being contacted.
- F. The name and website linked to all internet platforms on which the operator advertises or take reservations for lodging at the short-term rental at any time during a 24-month period from the date of application, including the identity of any booking service or hosting platform utilized for such short-term rental shall be listed and kept current.
- G. All applicable ad valorem, hotel occupancy, and sales taxes must be paid in full, current, and not in a delinquent status or under a repayment plan for previous delinquencies. Proof of such including applicable tax certificates and/or receipts must be provided at the time of a permit request or within ten (10) days of a request by a City Official.
- H. The total number of units and bedrooms of the proposed Short-term rental(s) shall be listed.
- I. Proof of general liability insurance in an amount of not less than two million (\$2,000,000.00) per occurrence issued by a company or companies licensed to operate in the State of Texas with a minimum A- rating by AM Best throughout the term of the policy shall be provided.
- J. A copy of the house rules that the operator requires the renters to follow which must follow this ordinance shall be provided to the City at the time of application.
- K. The operator must notify the City of Krum in writing of any material change in the information contained in the application for an operating permit within seven (7) days of the change, including but not limited to a change of ownership; management; and advertisements hosted on internet platforms.
- L. All available off-street parking shall be identified and agreements with adjacent or nearby properties for shared parking to service the short-term rental(s) shall be copied and included in the application.

- M. Any other certifications or information deemed necessary by the City to establish proof of compliance shall be furnished.

25.04 General Regulations

- A. The operator of a Short-term rental must be the owner of the property or the representative of the owner. Subleasing all or a portion of the dwelling is prohibited.
- B. Multifamily Short-term rentals cannot be located within one hundred feet of any property zoned or with a base zoning district of A, SF-6, SF-7.5, SF-10, SF-E or SF-R.
- C. Short-term rentals are only allowed in multifamily complexes with at least four (4) units.
- D. Multifamily Short-term rentals can occupy no more than twenty-five percent (25%) of the available units.
- E. During the time the Short-term rental is taking place, the renters of the unit need to maintain a common household. Therefore, internal doors cannot have key locks that exclude renters of the property from any rooms. Everyone using the rental unit must have complete unrestricted access to the entirety of the rental.
- F. The operator of the Short-term rental cannot either directly or indirectly allow the property to be physically converted to add bedrooms. Once the property has been registered with the City as a Short-term rental, that property cannot add any bedrooms.
- G. A Short-term rental cannot be occupied or utilized by more than two (2) people per bedroom or twelve (12) persons overall during any given rental period.
- H. Guests on the property may not exceed seventy-five percent (75%) of the maximum number of overnight occupants at any time.
- I. A Short-term rental cannot be advertised to or host more than twelve (12) people staying overnight at the property with a maximum occupancy of two (2) people per bedroom.
- J. There can be no outside congregation at a short-term rental between 11:00 p.m. and 7:00 a.m.
- K. Each Short-term rental must provide at least one off-street parking space each for the greater of:
 - 1. each bedroom or room where sleeping quarters are provided; and

2. every two (2) guests in the Short-term rental's advertised capacity.
- L. On-street parking is prohibited for any renters or guests of a Short-term rental.
- M. A Short-term rental must be available for a minimum rental period of twenty- four (24) hours.
- N. Permit Suspension or Revocation. The City reserves the right to suspend or revoke a Short-term rental operating permit in the event the operator or address accrues three or more violations of this ordinance or any other ordinance of the City of Krum during a calendar year. A violation shall include any written notice of violation, citation, or other or other documentation of a violation. Additionally, the City may suspend or revoke a Short-term rental permit in the event of any single, severe ordinance or criminal violation, including but not limited to criminal arrests. Such determinations may be made by the Director of Development Services. These remedies are in addition to all other remedies and enforcement options available to the City, including but not limited to the issuance of citations and/or the filing of suit pursuant to Chapter 54 of the Local Government Code.
- O. In the event of the revocation of a Short-term Rental operating permit, the operator cannot apply for any additional Short-term rental operating permits for two (2) years.
- P. The owner and/or operator of a Short-term rental must sign a waiver and/or authorization for entry and inspection by the Building and Fire Code Officials, and authorized enforcement officers of the City of Krum for the purpose of inspection to verify compliance with this Ordinance.
- Q. A short-term rental in a single-family zoning district cannot be utilized for any special events such as banquets, bachelor or bachelorette parties, weddings, receptions, concerts, or any other similar events.

25.05 Health and Safety

All Short-term Renal units shall:

- A. Post a layout and diagram of the unit on the main entrance door of each unit showing emergency exits and exit routes.
- B. Provide an ABC Dry Chemical fire extinguisher in each unit in any kitchen or room with cooking facilities.
- C. Install fire, smoke, and carbon monoxide detectors and/or alarms as may apply to Hotel/Motel occupancies in accordance with the currently approved City Building and Fire Codes.

- D. Install CFCI outlets located within six (6) feet of a water source.
- E. Any swimming pool, hot tub or spa to which guests have access shall meet barrier requirements of the ICC 2018 ISPSC as amended or the most currently adopted version of same.
- F. Post unit rules in a prominent location near the front entrance. Such rules must include:
 - 1. Notification of the maximum number of day and overnight guests allowed.
 - 2. Notification that occupants and guests are required to make the dwelling available for inspection by Code officials and enforcement officers of the City of Krum upon request.
 - 3. Notification of parking restrictions, prohibitions against creating a public disturbance or noise violation, and the contact information for the responsible party relating to 24-hour that occupants and guests are required to make the dwelling unit shall refrain from and are responsible for excessive noise, disturbances or the creation of are responsible to prevent disturbances.
- G. Provide trash receptacles and empty all trash at least weekly or between each separate guest stay.
- H. Remove, clean, and replace all bed linens, towels, and washcloths between each guest stay.
- I. Provide professional pest and rodent treatments by licensed providers and/or removal services at least twice per year, or once each 180 days and immediately after any substantiated reports of infestation of cockroaches, fleas, ticks, bedbugs, rodents, or similar pests which may be disease vectors. Records, receipts, and documentation of such treatments must be retained and made available to City officials upon request for a minimum of two years following each such treatment.

25.07 Denial Suspension or revocation of permit

If a Short-term rental operating permit is denied, suspended, or revoked, the applicant or operator can appeal to the City of Krum Mayor's office within thirty (30) days of receiving notice that that permit was suspended, revoked, or denied. The final decision of the Mayor can be appealed to the Board of Zoning Adjustments. During any such appeal, the applicant shall not be authorized to operate the Short-term rental.

25.08 Vested Rights or Nonconforming Uses Claim Registration and processing

- A. Not later than ninety (90) days after the effective date of this ordinance adopted April 1, 2024 each owner of a property located within the City of Krum operating a Short-term

rental or claiming to have made an investment for the purpose of establishing a Short-term Rental shall register such claim with the City Secretary.

- B. The owner of a Short-term rental or property intended for this use shall as a minimum provide the following information in this registration:
1. Name address telephone number and email of the owner or owners or the property.
 2. The location, street address, unit number, building, structure identification, property ID, or other information necessary to positively identify the location of the property building unit.
 3. The existing or planned building size (sq ft), number of units, size of units, location of the building and/or units on the property in relation to major features of the property.
 4. The date on which the property was purchased by the owner and the date or dates existing buildings were constructed or modified or the dates such construction or modification was planned to begin.
 5. Other documents, contracts, communications, receipts, drawings, plans, or other relevant evidence relating to the existing or planned Short-term rental use costs and/or investment-based return expectations of the project.
 6. A sworn statement from each owner under oath that the facts set forth and the information contained therein are true and correct.
- C. Failure to register a claim of a vested right or nonconforming use status within the authorized 90 days shall be considered a priori evidence that such claims are unsubstantiated.
- D. After receipt of a complete registration a hearing before the Board of Adjustments (BOA) shall be convened to determine the validity of any such claim for possible action as a Special Exception.”
- 3.03 That the City of Krum Code of Ordinances, Chapter 14, “Zoning,” Exhibit 14A, “Zoning Ordinance,” Part III, “Zoning Districts”, Section 30 “OT – Old Town Business District,” Subsection 30.4, “Area Regulations,” Subsection E, “Parking Regulations,” shall be amended by repealing said section and replacing it with the following:

“E. Parking Requirements:

1. For existing structures/uses (in existence prior to the effective date of this Ordinance) - Any existing parking, or lack of same, for any existing structure or use within the OT district shall be considered a conforming parking arrangement (including head-in and off-site parking arrangements in existence prior to the effective date of this Ordinance). Additional parking, in accordance with Section 38 shall only be required for significant additions to an

existing building, for significant expansion of an existing use (as determined by the Mayor, or his/her designee), and for a newly constructed building within the district. In the event of destruction of an existing structure within the OT district, said structure may be rebuilt to its pre-destruction size with no requirements for additional parking provided that reconstruction commences (i.e., a building permit is applied for and issued) within one (1) year following the date of destruction. If reconstruction does not commence within the one-year time frame, or if the structure is rebuilt to exceed its pre-destruction size, then the structure's nonconforming parking status is deemed to expire and any reconstruction of the structure must provide additional parking spaces in accordance with this Ordinance (this can be additional head-in or off-site parking spaces, provided that this was the parking arrangement that existed for such structure prior to the effective date of this Ordinance, and provided that such space is available without compromising other properties' rights, access, or public safety).

2. For Short-term rental locations or a portion of a location with Short-term rentals (STR), parking spaces for these units must comply with Sections 25.04(K) and 25.04(L) relative to the number, type, and occupancy of STR units. For locations without SRT units, parking requirements below apply.
3. For new structures and uses - One (1) space per two hundred and fifty (250) square feet of gross floor area, and each use shall provide a minimum of two (2) spaces. For any use which cannot provide off-street parking due to the size or location of the lot, such parking may be provided on other property not more than two hundred feet (200') from the site, in accordance with Section 38.7 [Section 38.8] of this Ordinance. In cases where the parking requirement cannot be achieved, up to seventy-five percent (75%) of the parking requirement may be waived by the City Council on the site plan, or may be provided as head-in parking spaces and/or off-site with City Council approval on the site plan for such an alternative arrangement.
4. Recreational vehicles, travel trailers, motor homes and other types of special or oversized vehicles and trailers may not be parked or stored for longer than a seventy-two (72) hour period on any lot or premises in the OT district, nor may they be used for on-site dwelling or nonresidential purposes."
- 3.04 That the City of Krum Code of Ordinances, Chapter 14, "Zoning," Exhibit 14A, "Zoning Ordinance," Part IV, "Use Regulation Section," Section 37, "Use Regulations," Subsection 37.2, "Use Charts," is hereby amended to alter the Residential Uses in the Use Charts by adding rows for "Dwelling Single Family Short-term Rental" and Dwelling Multi-Family Short term Rental" as per Exhibit A hereto attached.
- 3.05 That the City of Krum Code of Ordinances, Chapter 14, "Zoning," Exhibit 14A, "Zoning Ordinance," Part VI, "Definitions," Section 49, "Definitions," Subsection 49.2, "Definitions," shall have the following definitions added and/or amended to read:

"ADVERTISE: The act of drawing the public's attention to a business, service, location, or activity to promote the availability of products, services, offerings, activities, or things of value.

Said advertising may be found in any medium, including but not limited to, newspapers, magazines, brochures, websites, mobile applications, or signage.

BOOKING SERVICE: Any reservation and/or payment service provided by a person or entity that facilitates a transaction between an Owner or Operator and a prospective buyer, renter, or receiver of services, and for which the person or entity collects or receives, directly or indirectly through an agent or intermediary, a fee in connection with the reservation and/or payment services provided.

DWELLING (or Dwelling Unit): Any building or portion thereof which is designed or used exclusively for residential purposes by one family for living, sanitary and sleeping purposes, and which has not more than one cooking facility (that is, only one kitchen). Does not include hotels, motels, or Short-term Rentals. Recreational vehicles, travel trailers, tents, and other forms of portable or temporary housing shall not be used for dwelling or guest housing purposes.

DWELLING, ACCESSORY - RENTAL UNIT: A subordinate dwelling unit that is either attached or detached from the primary residential on-site structure, is used for occupancy for compensation (is for rent) with a term of rental being at least 30 days or more, is incidental to the main structure (the building area is no more than 30% of the size of the main structure's air-conditioned floor area), and is not involved in the conduct of a business.

DWELLING, MULTIFAMILY: A residential building containing three or more dwelling units which are not located on individual platted lots. The residential building contains dwelling units that are designed to be occupied by families living independently of one another. The term includes cooperative apartments and condominiums. For the purpose of these regulations, regardless of how rental units are equipped, any multifamily dwelling in which units are available for rental periods less than thirty calendar days are considered a hotel, motel or Multi-Family Short-term Rental.

DWELLING, SINGLE-FAMILY: A residential building, designed for occupancy by one family or individual. The term is general and includes such specialized types such as single-family detached, single-family attached (townhouses), patio homes and zero-lot-line homes. For regulatory purposes, the term shall not be construed to mean manufactured homes, mobile homes, industrialized homes, travel trailers, housing mounted on self-propelled or drawn vehicles, tents Short-term rentals or other forms of portable or temporary housing."

HOSTING PLATFORM: A person or entity that participates in a business by providing, and collecting or receiving a fee for, Booking Services through which an Owner may offer products, services or premises for a buyer, renter, or occupant. Hosting Platforms usually, though not necessarily, provide Booking Services through an online platform that allows an Owner to advertise through a website provided by the Hosting Platform and the Hosting Platform conducts a transaction by which potential customers or users arrange their purchase, rental, use and payment, whether the would-be customer pays directly to the Owner or to the Hosting Platform.

HOUSEKEEPING UNIT: A permanent residence as defined by Section 92.001 of the Property Code or as subsequently amended. The term Housekeeping Unit as applied in this ordinance specifically excludes any short-term rental, boarding house, lodging house, hotel, club, or any other use which is subject to the hotel occupancy tax imposed by Section 156.051 of the Texas Tax Code.

LEASEBACK: An arrangement where the seller of a home leases the home back from the purchaser for a variable but temporary period of time following a sale. In a leaseback arrangement, the specifics of the arrangements are typically made prior or immediately after the sale of the home allowing the prior owner to retain occupancy for a period of time under the terms of the lease in furtherance of a permanent relocation of the prior owner.

MULTIFAMILY SHORT-TERM RENTAL: The renting of a multifamily dwelling unit, or any portion thereof, for a period of less than 30days.

OPERATOR: Any person or entity who has control of a-property, business, or dwelling unit.

RENTAL: The renting, bartering, trading, letting or otherwise allowing the use of a vehicle, piece of equipment, location, item, dwelling unit, or portions thereof, for compensation. This term does not include Boarding, Boarding House, Boarding Rooms.

SHORT-TERM RENTAL: The rental or offer for a rental of a dwelling unit, or any portion thereof, for a period of less than 30 days. This term does not include a leaseback.

SINGLE-FAMILY SHORT-TERM RENTAL: The renting of a single-family dwelling unit, or any portion thereof, when said dwelling unit or portion is in a single-family residential district, for a period of less than 30days. This term does not include a leaseback.

3.06 That the City of Krum Code of Ordinances, Appendix 1, "Fee Schedule," Article A5.000, "Business Related Fees," Section A5.007, "Short-Term Rental Operating Permit," is hereby added as follows:

"§ A5.007 Short-Term Rental Operating Permit

- (a) The fee to operate a Short-term Rental Unit (STR) shall be five hundred dollars (\$500.00) for each unit and shall be effective for two (2) years unless terminated or revoked.
- (b) The fee for a Short-term Rental Unit operating permit shall be doubled whenever such a unit is found in operation prior to the application for said operating permit. If discovered in a district requiring a Specific Use Permit (SUP) and said SUP has not been approved the fee per unit shall be tripled (3X)."

3.07 All other articles, chapters, sections, paragraphs, sentences, phrases and words are not amended but are hereby ratified and affirmed.

SECTION 4

CUMULATIVE REPEALER CLAUSE

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such other Ordinances on the date of adoption of this Ordinance shall continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 5

SAVINGS CLAUSE

All rights and remedies of the City of Krum, Texas are expressly saved as to any and all violations of the provisions of the City's Code of Ordinances or of any other ordinance affecting zoning regulations, which have been secured at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

SECTION 6

SEVERABILITY

The provisions of this Ordinance are severable. However, in the event this Ordinance or any procedure provided in this Ordinance becomes unlawful, or is declared or determined by a judicial, administrative or legislative authority exercising its jurisdiction to be excessive, unenforceable, void, illegal or otherwise inapplicable, in whole or in part, the remaining and lawful provisions shall be of full force and effect and the City shall promptly promulgate new revised provisions in compliance with the authority's decision or enactment.

SECTION 7

PENALTY

It shall be unlawful for any person to violate any provision of this Ordinance, and any person violating or failing to comply with any provision hereof shall be fined, upon conviction, in an amount not more than Two Thousand Dollars (\$2,000.00), and a separate offense shall be deemed committed each day during or on which a violation occurs or continues.

SECTION 8
ENGROSSMENT AND ENROLLMENT

The City Secretary is hereby directed to engross and enroll this Ordinance by copying the exact Caption and Effective Date clause in the minutes of the City Council and by filing this Ordinance in the Ordinance records of the City of Krum, Texas.

SECTION 9
EFFECTIVE DATE

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

AND IT IS SO ORDAINED.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF KRUM, TEXAS THIS
1ST DAY OF APRIL, 2024.**

Rhonda Harrison
Mayor

ATTEST:

Lisa Dawn Cabrera, TRMC, CMC
City Secretary

APPROVED AS TO FORM:

Lance Vanzant
City Attorney

EXHIBIT A

§ 37.2 Use Chart

Use	A G	S F- R	S F- E	S F- 20	S F- 10	S F- 7. 5	S F- 6	S F- P H	2F	S F A	MF -15	M H	O	R	OT	C	L I	Parking Requireme nts	Cross- Reference(s) for Special Standards
Residential Uses																			
Dwelling Single Family Short-term Rental	S*	S*	S*	S*	S*	S*	S*	S*	S*									1/brm or 2 guests	See COO CH 14, 14A, Pt III, Section 25
Dwelling Multi-family Short-term Rental											P*				P*			See Sections 24 & 30	See COO CH 14, 14A, Pt III, Section 25

**CITY OF KRUM
STAFF REPORT
COUNCIL AGENDA ITEM G-2**

AGENDA TYPE: P&Z ITEMS	Finance Review	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> N/A
	Legal Review	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A
Council Meeting Date: April 1, 2024	FINANCIAL IMPACT: None anticipated in FY 2024		
Staff Contact: Ed McRoy			
Department: Development Services			

ACTION REQUESTED

Conduct a Public Hearing and Approve Ordinance No. 2024-810

AGENDA CAPTION

Case # ZON-2024-03 to conduct a public hearing to receive citizen's comments and consider approval of Ordinance No. 2024-810 being an Ordinance of the City Council of the City of Krum, Texas amending the official zoning map for the city by changing the zoning on an approximately 1.369 acres of land described as being within the Original Town of Krum: Blk 4, Lot 3R; Blk 3, Lot 7 & 8 (S62.5'ECH) & 9 (62.5 of W 6'); Blk 3, Lot 9 (E54'); and Blk 3, Lot 10 & 11, being generally described as being located on the north and south sides of W. Lloyd St. at the intersection with N. 1st St. (aka FM 156, and being more particularly described in the attached Exhibit "A" and Exhibit "B" attached hereto and incorporated herein, from Light Industrial (LI) to Old Town Business (OT) District; providing for incorporation of premises; providing for findings; providing for amendment of the official zoning map; providing for authorized land uses and development standards; requiring compliance with zoning regulations and all other applicable ordinances; providing a cumulative repealer clause; providing for savings; providing severability; providing for penalty; providing for publication; providing for engrossment and enrollment; and providing an effective date.

BACKGROUND/SUMMARY/ ANALYSIS OF ITEM

Current Zoning:	LI	Comp Plan:	Commercial
Current Use:	Vacant	Downtown Master Plan	Civic District
		Proposed Use:	Walkable, Multi Story
			Unknown
Nearby Zoning:			
North:	LI Light Industrial	South:	LI - Light Industrial
East:	LI Light industrial	West:	SF 7.5 Single Family

This is the first request by a landowner to use the OT District. The proposal is compatible with both the Krum Comprehensive Plan and the Downtown Master Plan (DMP). It can be considered an implementation of the DMP. Note: Location not contiguous with current OT district boundary.

The current "LI" zoning is a holdover from a time when historically industrialized uses such as cotton gins, grain elevators, and similar uses were assumed to need proximity to a rail line. Markets today are far more reliant on semi-tractor trailer trucks for moving goods and commodities. Commercial rail today

tends to be more associated with heavy manufacturing and large distribution operations where the bulk loading and unloading of materials at scale applies.

Note 1:
Required Notifications

Denton Record Chronical: 03/02/2024
PON Letters (USPS): 02/29/2024
City Hall Posting: On or before 03/28/2024 6:30PM

Note 2:
Responses Received

In Favor: 0
Opposed: 0
Neutral/Other: 0

Note 1 As per State Law LGC, CH 211, 212, CH 395 & Open Meetings Act as applicable.

Note 2 Determined at time of report to and updated as needed. Only letters/messages containing commentary are included in packet materials. Letters/messages briefly expressing opposition or support without more detailed commentary are tabulated but not included in packet materials

STAFF OPTIONS & RECOMMENDATION

- Option 1: **Approve rezoning all lots to OT District.**
Option 2: **Approve rezoning some of the site to the OT District.**
Option 3: **Deny** the request.
Option 4: **Postpone** the item for future consideration and state the day/date.

P&Z Recommends - Option 1

Staff Recommends - Option1 (03-18/2024)

List of Supporting Documents/Exhibits Attached:

Location Map
Zoning & Comp Plan Maps
Excepts: Downtown Master Plan
McCart St. Initiative - Areas of interest
Use Charts
Ordinance

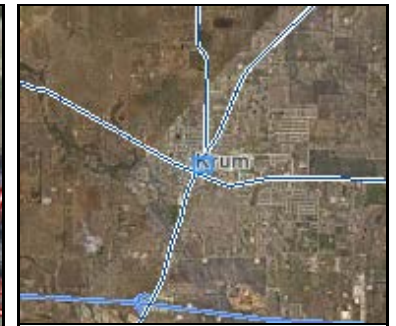
Previous Actions

11/07/2005 - Comprehensive Plan
05/04/2015 - Current Zoning Ord
07/19/2021 - P&Z Discussion - FM 1173 Retail Initiative
08/02 2021 - CC Discussion - FM 1173 Retail Initiative
02/07/2022 - ZON-2021-01 C & LI to PDR 50 West
03/07/2022 - Ord 2022-03-03 - ZO Amend SUP
02/21/2023 - P&Z Discussion FM 1173 Retail Initiative
03/20/2023 - P&Z Discussion FM 1173 Retail Initiative
05/06/2023 ZON- 2023-01 PD-R (Ace Hardware)
06/05/2023 ZON-2023-04 (1st C to R) Yellow Door West
07/01/2023 ZON-2023-05 (2nd C to R) FM 1173 & Masch Br.
10/02/2023 (CC) ZON-2023-06 FM 1173 & Masch Br.
12/04/2023 (CC) ZON-2023-07 C & LI to OT Krum Downtown
02/05/2024 (CC) ZON-2023-08 C to R - Krum Dental Associates
03/04/2024 (CC) ZON-2024-02 C to R - Gen Dollar & Sonic

Legend

City- initiated and approved
City initiated and denied
Owner initiated and approved
Discussion

ZON-2024-03 Rezoning Block 100 W Lloyd St

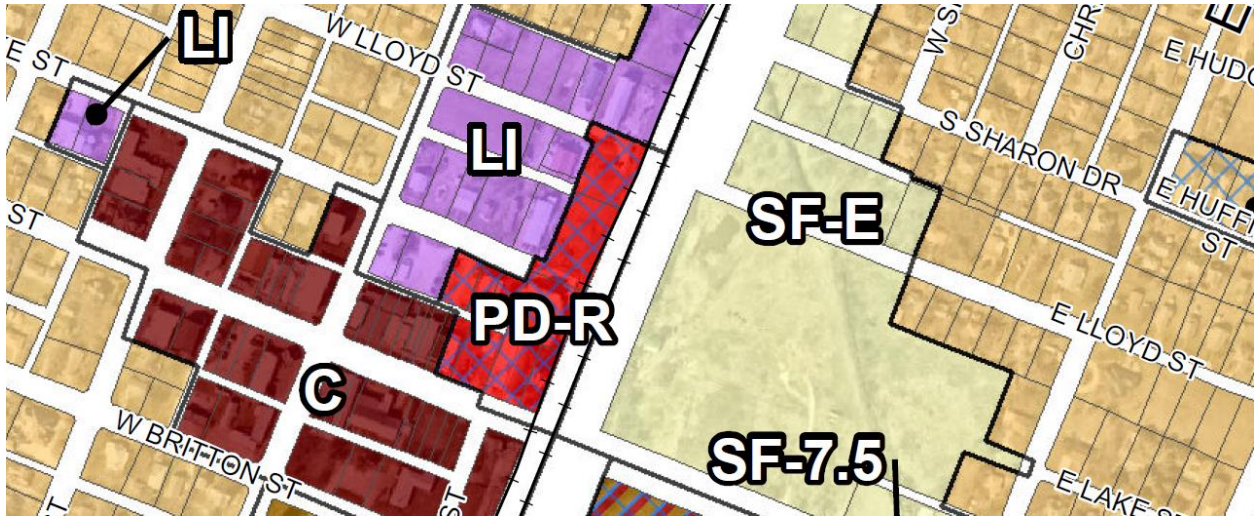


 Parcels

 Site

Denton County does not guarantee the correctness or accuracy of any features on this product and assumes no responsibility in connection therewith. This product may be revised at any time without

Attachment 2
ZONING MAP



Comprehensive Plan - Land Use

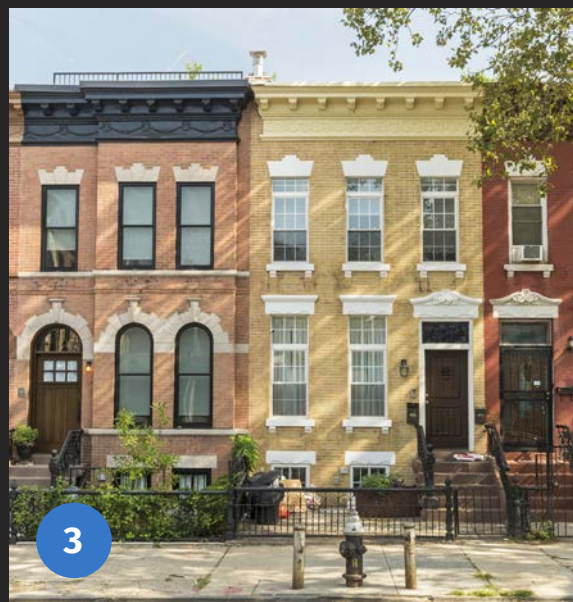


Thoroughfare Plan

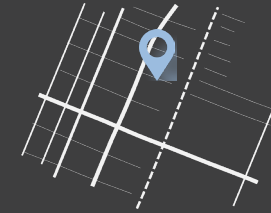


-  Four Corners
-  Southern Gateway
-  Western Gateway
-  Community District
-  Civic District
-  Downtown Mixed-Use
-  Green District
-  Downtown Boundary
-  Railroads
-  City Parcels
-  Outside City Limits

Source: Kimley-Horn,
2020



Civic District



1

City services for the Krum community

The Civic District is the home of Krum's municipal headquarters. A future City Hall can be constructed in this area which would complement the newly constructed Krum Fire Department.

2

Community gathering and event space

A community gathering and event space is needed in Downtown Krum. This space can be designed to be a home for local concerts, farmers markets, and other events. A plaza with an outdoor amphitheater venue could serve the community and stimulate economic development.

3

Walkable, multi-story development

Walkable, multi-story development should be constructed. Development should be connected to the Four Corners District through an extensive and safe sidewalk network so that residents do not have to rely on a vehicle to safely reach commercial destinations.

4

Public parking

Additional public parking in Downtown Krum was a need identified in the Downtown Survey feedback. The Civic District provides a perfect location to fill this need. Large plots of undeveloped land can be paved as parking lots, and potentially be redeveloped in the future as a parking garage.

[37.2 USE CHARTS:]**USE CHARTS**

Legend	N/A	Not applicable (i.e., no parking requirement)								P	The land use is allowed by right in the zoning district indicated.									
	*	See Section ____ for special standards									The land use is prohibited in the zoning district indicated.									
	gfa	Gross floor area								S	The land use is allowed only upon approval of a Specific Use Provision (SUP) in the zoning district indicated.									
	AG	SF-R	SF-E	SF-20	SF-10	SF-7.5	SF-6	SF-PH	2F	SFA	MF-15	MH	O	R	OT	C	LI	Parking Requirements	Cross-Reference(s) for Special Standards	
AGRICULTURAL USES																				
Farm, Ranch, Orchard	P	P	S															2/dwelling unit		
Feed Store	S													S				1/250 gfa		
Stable, Commercial	P	S																.5/stall		
Stable, Private	P	P	S															N/A		
Stockyards, Livestock Auction, Livestock Hauling																		-		
RESIDENTIAL USES																				
Accessory Dwellings:	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Dwelling, Accessory - Guard/Manager/ Caretaker	P	P	S											S	S	S	S	2/dwelling unit		
Dwelling, Accessory - Guest House	P	P	P	S														1/dwelling unit		
Dwelling, Accessory - Rental Unit	S	S	S															Efficiency: 1 space 1-2 bedrooms: 2 spaces 3+ bedrooms: 2 spaces + .5 space per additional bedroom over two		

	AG	SF-R	SF-E	SF-20	SF-10	SF-7.5	SF-6	SF-PH	2F	SFA	MF-15	MH	O	R	OT	C	LI	Parking Requirements	Cross-Reference(s) for Special Standards
RESIDENTIAL USES																			
Accessory Dwellings:	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Building, Mixed-Residential																S		Determined by SUP	
Building, Mixed-Use														S	S			Determined by SUP	
Congregate Adult Living Facilities:	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Rehabilitation Facility, In Home/Residential	S	S	S	S					S		S							.2/resident	
Rehabilitation Facility, Institutionalized											S							.3/resident	
Elder Care Facilities:	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Elder Care - Assisted Living	S	S									P							1/3 dwelling units	
Elder Care - Continuing Care (combination)	S	S									P							as determined by components, and best/current practices	
Elder Care - Independent Living	S	S									P							1/dwelling unit	
Elder Care - Nursing/Convalescent Care	S	S									P							.5/bed	
Household Living Units:	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Dwelling, Two-Family (duplex)									P		P	P						2 enclosed/dwelling unit	
Dwelling, Industrialized Housing Unit	P	P	P	P	P	P	P	P	P	P	P	P						2 enclosed/dwelling unit	
Dwelling, Manufactured/HUD-Code Home	S											P						2 enclosed/dwelling unit	
Dwelling, Mobile Home	S											S						2 enclosed/dwelling unit	

	AG	SF-R	SF-E	SF-20	SF-10	SF-7.5	SF-6	SF-PH	2F	SFA	MF-15	MH	O	R	OT	C	LI	Parking Requirements	Cross-Reference(s) for Special Standards
RESIDENTIAL USES																			
Dwelling, Multifamily											P							Efficiency: 1 space 1-2 bedrooms: 2 spaces 3+ bedrooms: 2 spaces + .5 space per additional bedroom over two (at least 50% to be enclosed or covered)	
Dwelling, Live/Work															P			2 spaces, plus nonresidential requirement	
Dwelling, Zero-Lot-Line Home								P			P	P						2 enclosed/dwelling unit	
Dwelling, Single-Family Detached	P		P		P	P		P	P	P	P	P						2 enclosed/dwelling unit	
Dwelling, Single-Family Attached (Townhomes)										P	P	P						2 enclosed/dwelling unit + .5 space/unit for visitors	
Dwelling, Apartment																		Efficiency: 1 space 1-2 bedrooms: 2 spaces 3+ bedrooms: 2 spaces + .5 space per additional bedroom over two (at least 50% to be enclosed or covered)	
Manufactured/Mobile Home Park or Subdivision	S											P						2 enclosed/dwelling unit	

	AG	SF-R	SF-E	SF-20	SF-10	SF-7.5	SF-6	SF-PH	2F	SFA	MF-15	MH	O	R	OT	C	LI	Parking Requirements	Cross-Reference(s) for Special Standards
ACCESSORY & TEMPORARY USES																			
Accessory Structure	P	P	P	P	P	P	P	P	P	P	P	P	S	S	S	P	P	N/A	
Convenience Facilities:	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Drive-In Service														P		S	P	1/order station + 1 space per employee at maximum shift	
Drive-Through Service														S		S	P	N/A	
Walk-Up Service														P	P	P	P	1/walk-up window or order station + 1 space per employee at maximum shift	
Fuel Pumps, Retail														S	S	P	P	N/A	
Itinerant Retail Vendor														S	S		S	N/A	
Kiosks, Self-Service:	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Automated Teller Machine (ATM) - Drive-Up														P		P	P	1/ATM station (at the ATM)	
Automated Teller Machine (ATM) - Walk-Up													P	P	P	P	P	1/walk-up ATM	
Retail (ice, water, etc.)														S		S	S	1 space	
Recycled Materials Collection														S		S	P	1 space	
Mobile Food Unit	P	*	*	*	*	*	*	*	*	*	*	*	*	P	P	P	P	1 per table	§47.8, COO §6.02
Outside Display, New Materials														P	P*	S	P	N/A	
Outside Display, Used Materials														S	S	S	S	N/A	
Outside Storage, New Materials														S		S	P	N/A	

	AG	SF-R	SF-E	SF-20	SF-10	SF-7.5	SF-6	SF-PH	2F	SFA	MF-15	MH	O	R	OT	C	LI	Parking Requirements	Cross-Reference(s) for Special Standards
ACCESSORY & TEMPORARY USES																			
Outside Storage, Used Materials																	S	N/A	
Outside Storage Unit, Portable (POD)	S	S	S	S	S	S	S	S	S	S	S	S	S	S		S	S	N/A	
Seasonal Sales													S	S	S		S	N/A	
Shelter Tent																S	S	N/A	
Shipping Container														S		S	S	N/A	
Temporary Building/Office (field office, construction office, subdivision sales office, etc.)	*	*	*	*	*	*	*	*	*	*	*	*	*	*		*	*	1/1,000 sf site area	
INSTITUTIONAL AND EDUCATIONAL USES																			
Church or Place of Worship	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	1/3 seats in sanctuary	
College or University													S	P		P		.5/student (site-specific study required)	
College or University, Satellite													P	P	S	P		.75/student at maximum classroom occupancy	
Convent or Monastery	S																	1/resident	
Convention Facility														S		P	P	1/100 gfa	
Day Care Facilities:	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Day Care Center, Adult	S	S	S	S	S	S	S	S	S	S	S	S	P	P	S	S	S	1/3 clients + 1 per employee at maximum shift	
Day Care, Youth - Licensed Child Care Center	S	S	S	S	S	S	S	S	S	S	S	S	P	P	S	S	S	1/10 children + 1 per employee at maximum shift	

	AG	SF-R	SF-E	SF-20	SF-10	SF-7.5	SF-6	SF-PH	2F	SFA	MF-15	MH	O	R	OT	C	LI	Parking Requirements	Cross-Reference(s) for Special Standards
INSTITUTIONAL AND EDUCATIONAL USES																			
Day Care, Youth - Registered Child Care Home	1	1	1	1	1	1	1	1	1	1	1	1						N/A	
Learning Center, Specialized													S	P	S		P	S	1/10 students
School, Business													S	P	S		S	P	1/3 students
School, Retail/Personal Services Training													S	P	S		P	P	1/3 students
School, Trade																	S	P	1/3 students
School, Private, Religious or Charter	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S		S	S	Elementary: 1/17 students Middle: 1/17 students High: 1/3 students
School, Public	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		P	P	Elementary: 1/17 students Middle: 1/17 students High: 1/3 students
GOVERNMENT & HUMAN SERVICES USES																			
Charitable Boarding											S		S	S			S		.5/bed
Garden, Charitable	P	S	S	S	S	S	S	S	S	S	S	S	S	S			P	P	2 spaces
Garden, Civic	P	P	P	P	P	P	P	P	P	P	P	P							2 spaces
Municipal Government Office/Facility	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		P	P	To be determined by components
¹ Day Care, Youth - Registered Child Care Home: Allowed by right in the designated zoning districts, subject to the regulations for Home Occupations (see Section 46)																			

	AG	SF-R	SF-E	SF-20	SF-10	SF-7.5	SF-6	SF-PH	2F	SFA	MF-15	MH	O	R	OT	C	LI	Parking Requirements	Cross-Reference(s) for Special Standards
GOVERNMENT & HUMAN SERVICES USES																			
Post Office													P	P	P	P	P	1/300 gfa	
Social Service Facility/Agency													S	P	S	P		1/300 gfa	
MEDICAL & HEALTH SERVICES USES																			
Blood Bank													S	S		S		Determined by SUP	
Cemetery	S	S	S	S	S	S	S	S	S	S	S	S	S	S		S	S	Determined by SUP	
Commercial Blood, Plasma, Tissue and Cell Collection Center														P		P		1/250 gfa	
Hospital													S	S		P	S	1.5/bed	
Medical and Dental Office/Clinic													P	P	P	P	P	1/250 gfa	
Mortuary/Funeral Home	S													S		S	S	1/200 gfa, or 1/4 seats in sanctuary and chapel(s) (whichever is greater)	
RECREATIONAL, SOCIAL AND ENTERTAINMENT USES																			
Arcade														S		S		1/100 gfa	
Athletic Events Facility, Indoor														P		P	P	1/125 gfa or 1/3 bleacher and spectator seats (whichever is greater)	
Athletic Events Facility, Outdoor	S															S	S	1/125 gfa or 1/3 bleacher and spectator seats (whichever is greater)	
Athletic Field, Stadium, Arena	S	S	S	S	S	S	S	S	S	S	S	S	S	S		S	S	1/125 gfa or 1/3 bleacher and spectator seats (whichever is greater)	

	AG	SF-R	SF-E	SF-20	SF-10	SF-7.5	SF-6	SF-PH	2F	SFA	MF-15	MH	O	R	OT	C	LI	Parking Requirements	Cross-Reference(s) for Special Standards
RECREATIONAL, SOCIAL AND ENTERTAINMENT USES																			
Civic Club/Fraternal Lodge														P		P	P	1/200 gfa	
Commercial Amusement, Indoor	S													S		P	P	1/100 gfa	
Commercial Amusement, Outdoor	S													S		S	S	1/1,000 sf of amusement area and accessory uses	
Cultural Facility													S	P	S	P	S	1/300 gfa	
Dance Hall or Nightclub														S	S	S	S	1/100 gfa	
Day Camp, Private	S	S																Determined by SUP	
Dry Boat Storage	S															S	P	1/2,000 gfa	
Equestrian Camp, Private	P	S	S															.5/stall	
Golf Course/Country Club	S	S	S	S	S	S	S											5/green + 1/150 gfa for clubhouse/dining areas	
Health & Fitness Gym (indoor)													S	P	S	P	S	1/150 gfa	
Park or Playground, Private	P	P	P	P	S	S	S	S	S	P	P	P						To be determined by components	
Park or Playground, Public	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	To be determined by components	
Public Amusement, Temporary	*												*	*	*	*	*	N/A	
Racing Track																		-	
Reception Facility	S	S												S		S	S	1/100 gfa or 1 space for each 3 occupants (whichever is greater)	

	AG	SF-R	SF-E	SF-20	SF-10	SF-7.5	SF-6	SF-PH	2F	SFA	MF-15	MH	O	R	OT	C	LI	Parking Requirements	Cross-Reference(s) for Special Standards	
RECREATIONAL, SOCIAL AND ENTERTAINMENT USES																				
Recreational Vehicle Park (short-term stays only)	S																	-		
Shooting Range, Indoor																S	S	1/500 gfa + 1/target alley		
Shooting Range, Outdoor																		1/500 gfa + 1/target alley		
Theater, Large Scale														S		P		1/3 seats		
Theater, Small Scale														P	S	P		1/3 seats		
Zoo	S																	1/600 square feet of exhibit area		
OFFICE, RETAIL & SERVICE USES																				
Alternative Financial Establishment																S		1/250 gfa		
Antique Shop (indoors only)														P	P	P		1/250 gfa		
Bait Sales, Live																S		1/250 gfa		
Bakery, Retail													S	P	P	P	P	1/250 gfa		
Bed and Breakfast	P	P	S	S	S										S			1/guest room + residential use requirement (according to that use)		
Business & Media Service													P	P	P	P	P	1/300 gfa		
Call Center														P		P	P	1/150 gfa		
Convenience Store (1,000-5,000 sf)														P	P	P	P	1/250 gfa (4 spaces minimum)		
Financial Institution													P	P	P	P		1/300 gfa		
Flea Market, Indoor																S		1/200 gfa		

	AG	SF-R	SF-E	SF-20	SF-10	SF-7.5	SF-6	SF-PH	2F	SFA	MF-15	MH	O	R	OT	C	LI	Parking Requirements	Cross-Reference(s) for Special Standards
OFFICE, RETAIL & SERVICE USES																			
Flea Market, Outdoor																		1/500 sf site area	
Furniture, Household Furnishings and Appliance Sales/Rental														P	P	P		1/400 gfa	
Grocery/Supermarket (>5,000 sf)														P		P		1/250 gfa	
Home Improvement Center (>50,000 sf)														P		P		1/250 gfa	
Hotel/Motel, Extended Stay													S	S		S	S	1.25/room + 1/200 sf restaurant, retail, conference and office area	
Hotel/Motel, Full Service													P	P		P	S	1/room + 1/200 sf restaurant, retail, conference and office area	
Hotel/Motel, Limited Service													S	S	S	S	S	1/room + 1/200 sf restaurant, retail, conference and office area	
Indoor Shopping Mall														P		P		0-400,000 gfa: 1/250 gfa 401,000+ gfa: 1/300 gfa	
Kiosk, Trailer or Mini-Structure (attended):	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Retail/Service (snow cones, hot dogs, sandwiches, barbeque, keys/locksmith, etc.)														P	S	P	P	1/employee	
Recycled Materials Collection														S		P	P	1/employee	

	AG	SF-R	SF-E	SF-20	SF-10	SF-7.5	SF-6	SF-PH	2F	SFA	MF-15	MH	O	R	OT	C	LI	Parking Requirements	Cross-Reference(s) for Special Standards
OFFICE, RETAIL & SERVICE USES																			
Landscape Nursery (retail)	S													P		P	S	1/250 gfa + 1/2,000 sf outdoor area	
Landscape Nursery/Tree Farm (wholesale)	S															S	P	1/2,000 sf outdoor area	
Laundry, Drop-Off (with drive-through or window)													S	P	S	P		1/250 gfa	
Laundry, Drop-Off (without drive-through or window)													P	P	P	P		1/250 gfa	
Laundry, Self-Serve (Laundromat)														P		P		1/250 gfa	
Office, General													P	P	P	P	P	1/300 gfa	
Pawnshop																P		1/250 gfa	
Personal Services													S	P	P	P	S	1/200 gfa	
Pet Store (indoors only)														P		P		1/250 gfa	
Pharmacy (with drive-through or window)														P		P		1/250 gfa	
Pharmacy (without drive-through or window)														P	P	P		1/250 gfa	
Private Club														*	*	*	*	1/100 gfa	Article 4.03 in City Code
Produce Stand/Outdoor Farmers' Market	S													S		P		4 + 1/600 sf of site area	
Restaurant													S	P	P	P	P	1/100 gfa	
Restaurant, Drive-Through														S		S	S	1/100 gfa	
Retail or Service, Accessory													P	P	P	P	P	1/250 gfa	

	AG	SF-R	SF-E	SF-20	SF-10	SF-7.5	SF-6	SF-PH	2F	SFA	MF-15	MH	O	R	OT	C	LI	Parking Requirements	Cross-Reference(s) for Special Standards
OFFICE, RETAIL & SERVICE USES																			
Retail Store														P	P	P		1-85,000 sf: 1/200 gfa >85,000 sf: 1/275 gfa	
Sexually Oriented Business																	S	1/250 gfa	
Smoke Shop														S		S		1/250 gfa	
Studio, Arts/Crafts														P	P	P		1/250 gfa	
Studio, Fitness or Performing Arts														P	P	P		1/150 gfa	
Tattooing/Body Art Establishment														S	S	S	S	1/250 gfa	
Used Goods, Retail Sales (Indoors)														S		P	P	1/250 gfa	
COMMERCIAL USES																			
Bakery, Commercial														S		S	P	1/1,000 gfa	
Building/Garden Materials Sales & Storage (wholesale)																P	P	1/400 gfa + 1/1,000 gfa storage area	
Bulk Material Sales & Storage (retail or wholesale)																	S	1/1,000 gfa or 1/1,000 outdoor area (whichever is greater)	
Contractor's Office/Storage Yard (outdoor storage)																	S	1/500 gfa for office + 1/1,000 sf for warehouse	
Contractor's Office/Warehouse (indoors only)																	P	1/500 gfa for office + 1/1,000 sf for warehouse	
Custom Products Manufacturing																	S	1/1,000 gfa	
Equipment Leasing/Rental, Indoor														P		P	P	1/250 gfa	

	AG	SF-R	SF-E	SF-20	SF-10	SF-7.5	SF-6	SF-PH	2F	SFA	MF-15	MH	O	R	OT	C	LI	Parking Requirements	Cross-Reference(s) for Special Standards
COMMERCIAL USES																			
Equipment Leasing/Rental, Indoor														P		P	P	1/250 gfa	
Equipment Leasing/Rental, Outdoor																	P	1/600 gfa	
Feed/Grain Mill																		-	
Furniture and Appliance Cleaning/Repair														S		P	P	1/1,000 gfa	
Garden, Commercial	P	S																1/5,000 sf of site area	
Laundry Plant, Commercial																S	P	1/300 office gfa + 1/1,000 remainder gfa	
Meat and Game Processing																S	P	1/500 gfa	
Pet Care/Play Facility (indoor)														S	S	P	P	1/300 gfa	
Pet Care/Play Facility (outdoor)	S															S	P	1/300 gfa	
Portable Building Sales/Leasing																	P	1/300 office gfa + 1/1,000 sf for indoor sales/storage area	
Printing/Publishing House														S		S	P	1/300 office gfa + 1/1,000 remainder gfa	
Recording Studio/Media Production													S	P	P	P	P	1/300 gfa	
Recycling Collection Center (no outdoor storage)																	S	1/300 gfa for office + 1/1,000 sf warehouse and storage area	
Recycling Salvage Yard (unlimited outdoor storage)																	S	1/300 gfa for office + 1/1,000 sf warehouse and storage area	

AG	SF-R	SF-E	SF-20	SF-10	SF-7.5	SF-6	SF-PH	2F	SFA	MF-15	MH	O	R	OT	C	LI	Parking Requirements	Cross-Reference(s) for Special Standards	AG
COMMERCIAL USES																			
Self-Storage Facility (mini-warehouse)														S		P	P	1/20 units (1/25 units if over 100 units in development) + 1/300 office gfa + 1/manager's apartment	
Small Engine/Lawn Equipment Rental & Repair (indoors)														S		P	P	1/300 gfa	
Taxidermist																S	P	1/400 gfa	
Vehicle Dispatch & Storage																S	P	1/300 office gfa + 1/1,000 remainder gfa	
Veterinary Clinic, Large Animal (outdoor pens)	S																	1/400 gfa	
Veterinary Clinic, Small Animal (indoors only)													S	P	S	P	P	1/300 gfa	
Veterinary Clinic, Small Animal (outdoor kennels, runs)	S															S	P	1/300 gfa	
MOTOR VEHICLE & RELATED USES																			
Automobile Leasing/Rental														P		P	P	1/400 gfa	
Automobile Repair, Major																S	P	1/400 gfa + 2/repair bay	
Automobile Repair, Minor														P		P	P	1/400 gfa + 2/repair bay	
Automobile Sales, New or Used																S	S	Customer parking: 1/400 gfa (minimum 2 spaces), plus 1 space per employee on-site at any time	

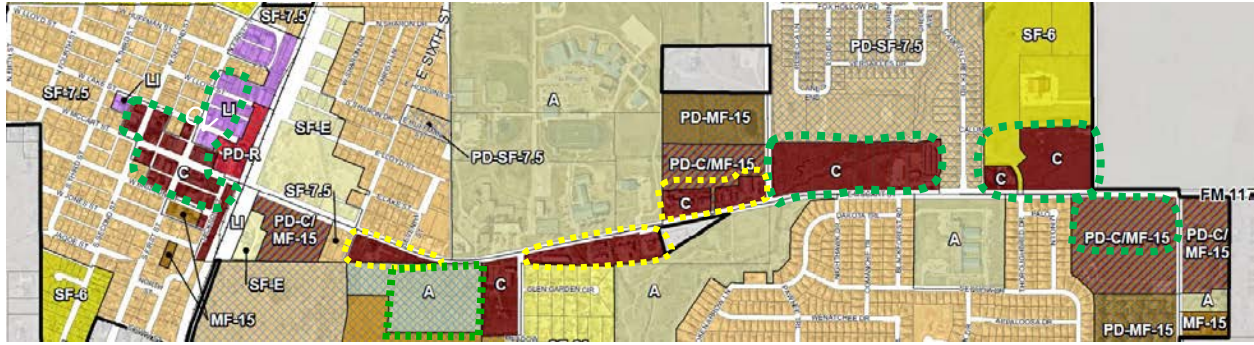
	AG	SF-R	SF-E	SF-20	SF-10	SF-7.5	SF-6	SF-PH	2F	SFA	MF-15	MH	O	R	OT	C	LI	Parking Requirements	Cross-Reference(s) for Special Standards
MOTOR VEHICLE & RELATED USES																			
Automobile Sales, New or Used																S	S	Customer parking: 1/400 gfa (minimum 2 spaces), plus 1 space per employee on-site at any time	
Boat Sales, Leasing & Repair (outdoor storage)																S	S	1/600 gfa	
Car Wash, Automated/Rollover														S		P	P	1/200 gfa	
Car Wash, Full-Service/Detail														S		P	P	1/200 gfa	
Car Wash, Self-Service/Wand																S	P	1/bay	
Impoundment Lot (commercial/private)																		1/300 office gfa	
Motorcycle/ATV Sales, Leasing & Repair (new and used - indoors only)																P	S	1/400 gfa	
Parking Lot or Garage, Commercial														P	S	P	P	1/300 office gfa	
Personal Watercraft Sales, Leasing & Repair (new and used)														S		P	S	1/400 gfa	
Recreational Vehicle/Trailer Sales, Leasing & Repair																S	S	1/600 gfa	
Salvage Yard, Automotive																		-	
Travel Center																		-	
Truck/Bus Repair																	S	1/600 gfa	
Truck/Bus Sales & Leasing/Rental																	S	1/600 gfa	

	AG	SF-R	SF-E	SF-20	SF-10	SF-7.5	SF-6	SF-PH	2F	SFA	MF-15	MH	O	R	OT	C	LI	Parking Requirements	Cross-Reference(s) for Special Standards
MOTOR VEHICLE & RELATED USES																			
Truck/Bus Storage																	P	1/300 office gfa	
Truck/Bus Wash																	P	1/250 gfa + 1/bay	
Wrecker/Towing Service																P	P	1/300 office gfa + 1/wrecker	
TRANSPORTATION USES																			
Airport/Heliport																	S	1/4 seating accommodation + .5/employee at maximum shift	
Bus Stop	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	N/A	
Helipad																S	S	5/helipad	
Motor Freight Terminal/Railroad Switching Yard																	P	1/1,000 gfa	
Transit Station, Public													P	P	P	P	P	Determined by operating agency	
Transportation Depot, Passenger (commercial)																S	S	Determined by SUP	
Transportation Terminal, Passenger (commercial)																		-	
INDUSTRIAL USES																			
Animal Feed Processing & Storage																	S	1/1,000 gfa + 1/employee at maximum shift	
Batching Plant																	S	1/1,000 gfa + 1/employee at maximum shift	
Batching Plant, Temporary	S	S	S	S	S	S	S	S	S	S	S	S	S	S		S	P	1/1,000 gfa + 1/employee at maximum shift	
Distribution Center, Large (indoors only)																	P	1/300 office gfa + 1/1,000 remainder gfa	
Distribution Center, Small (indoors only)																S	P	1/300 office gfa + 1/1,000 remainder gfa	

	AG	SF-R	SF-E	SF-20	SF-10	SF-7.5	SF-6	SF-PH	2F	SFA	MF-15	MH	O	R	OT	C	LI	Parking Requirements	Cross-Reference(s) for Special Standards
INDUSTRIAL USES																			
Distribution Center, Micro (indoors only)															S	S	P	1/300 office gfa + 1/1,000 remainder gfa	
Food Processing & Storage																	S	1/1,000 gfa + 1/employee at maximum shift	
Gas or Petroleum Drilling or Pipeline	S																S	N/A	
Heavy Machinery Sales, Rental, Storage & Repair																	S	1/1,000 gfa + 1/employee at maximum shift	
High Risk Use																	S	1/1,000 gfa + 1/employee at maximum shift	
Industrial or Manufacturing, Heavy																	S	1/1,000 gfa + 1/employee at maximum shift	
Industrial or Manufacturing, Light																S	P	1/1,000 gfa + 1/employee at maximum shift	
Laboratory, Analytical or Research (indoor)													S	S		P	P	1/1,000 gfa + 1/employee at maximum shift	
Leather & Allied Products Manufacturing																	S	1/1,000 gfa + 1/employee at maximum shift	
Mining/Mineral Extraction																		-	
Warehouse, Office/Showroom (indoors only)														S		P	P	1/300 office gfa + 1/1,000 remainder gfa	

	AG	SF-R	SF-E	SF-20	SF-10	SF-7.5	SF-6	SF-PH	2F	SFA	MF-15	MH	O	R	OT	C	LI	Parking Requirements	Cross-Reference(s) for Special Standards
UTILITY & SERVICE USES																			
Antenna, Commercial	*		*		*	*		*	*	*	*		*	*		*	*	N/A	
Antenna, Private	*		*		*	*		*	*	*	*		*	*		*	*	N/A	
Electric Generating Plant	S																S	1/employee at maximum shift	
Electric Substation	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	1/employee at maximum shift	
Gas Regulating Station	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	1/employee at maximum shift	
Telecommunications Switching Station	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	1/employee at maximum shift	
Wind Energy Conversion System	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	N/A	
SPECIALIZED BUILDING FEATURES AND USES																			
Building Heights Above Two (2) Stories or 35 feet	P*	P*	P*	P*											S			1/4 seating accommodation + .5/employee at maximum shift	

Attachment 4



Official Zoning Map

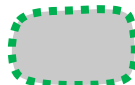
Zoning Districts

- A Agricultural
- SF-R Single Family-Rural
- SF-E Single Family-Estate
- SF-20 Single Family-20
- SF-10 Single Family-10
- SF-7.5 Single Family-7.5
- SF-6 Single Family-6
- SF-PH Single Family-PH
- 2F Two Family
- SF-A Single Family-Attached
- MF-15 Multi-family-15
- MH Manufactured Housing
- O Office
- R Retail
- OT Old Town Business
- C Commercial
- LI Light Industrial
- PD Planned Development
- Krum City Limits



CITY OF KRUM
PROUD PAST • BRIGHT FUTURE
EST. 1886

NTS



Areas of Primary Interest



Areas of Secondary Interest

CITY OF KRUM, TEXAS

ORDINANCE NO. 2024-810

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KRUM, TEXAS AMENDING THE OFFICIAL ZONING MAP FOR THE CITY BY CHANGING THE ZONING ON AN APPROXIMATELY 1.369 ACRES OF LAND DESCRIBED AS BEING WITHIN THE ORIGINAL TOWN OF KRUM: BLK 4, LOT 3R; BLK 3, LOT 7 & 8 (S62.5'ECH) & 9 (62.5 OF W 6'); BLK 3, LOT 9 (E54'); AND BLK 3, LOT 10 & 11, BEING GENERALLY DESCRIBED AS BEING LOCATED ON THE NORTH AND SOUTH SIDES OF W. LLOYD ST. AT THE INTERSECTION WITH N. 1ST ST. (AKA FM 156, AND BEING MORE PARTICULARLY DESCRIED IN THE ATTACHED EXHIBIT "A" AND EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN, FROM LIGHT INDUSTRIAL (LI) TO OLD TOWN BUSINESS (OT) DISTRICT; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR FINDINGS; PROVIDING FOR AMENDMENT OF THE OFFICIAL ZONING MAP; PROVIDING FOR AUTHORIZED LAND USES AND DEVELOPMENT STANDARDS; REQUIRING COMPLIANCE WITH ZONING REGULATIONS AND ALL OTHER APPLICABLE ORDINANCES; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING SEVERABILITY; PROVIDING FOR PENALTY; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Krum is a Home Rule Municipality, created in accordance with the provisions of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, pursuant to Chapter 211 of the Local Government Code, the City Council is authorized to adopt regulations governing the use of property within the corporate limits of the City; and

WHEREAS, an application for rezoning of said property has been received from the owner(s) and/or authorized agent of said owner(s) of said property; and,

WHEREAS, said properties are currently vacant and unused; and,

WHEREAS, the rezoning of said properties would not create nonconforming conditions upon said properties; and,

WHEREAS, the rezoning of said properties would be in conformance with the City's Comprehensive Plan and the approved Downtown Master Plan; and,

WHEREAS, the Planning and Zoning Commission, after proper notification and publication of notices thereof, held a public hearing regarding the proposed change in zoning on March 18, 2024; and,

WHEREAS, the City Council of Krum after proper notification and publication of notices thereof, held a public hearing regarding the proposed change in zoning on April 1, 2024; and,

WHEREAS, after due deliberation and consideration of the information submitted during the public hearings and the consideration of the recommendation of the Planning and Zoning Commission, the City Council has concluded that the adoption of this Ordinance is in the best interest of the health, safety, and welfare of the citizens of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KRUM, TEXAS;

SECTION 1
INCORPORATION OF PREMISES

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

SECTION 2
FINDINGS

That the zoning regulations and districts as established and the zoning amendment considered herein have been made in accordance with the comprehensive plan for the purpose of promoting in the comprehensive Zoning Ordinance the health, safety and general welfare of the community, and that they have been designed, with respect to both present conditions and the conditions reasonably anticipated to exist in the foreseeable future, to lessen congestion on the streets; to secure safety from fire, panic, flood and other dangers; to provide adequate light and air; to prevent over-crowding of the land, to avoid undue concentration of population; to facilitate the adequate provisions of transportation, water, sewage, drainage and surface water, parks and other public requirements and to make provisions for the normal business, commercial needs and development of the community.

SECTION 3
OFFICIAL CITY MAP AMENDED

3.01 That the zoning classification for the described and depicted parcels in Exhibit "A" and Exhibit "B" shall be Old Town Business (OT

3.02 That the official zoning map of the City of Krum is hereby amended so as to reflect the zoning changes herein made.

SECTION 4
ZONING REGULATIONS

That in all respects the use of the tracts of land above described shall be subject to all applicable regulations contained in the Comprehensive Zoning Ordinance of the City and all applicable Ordinances of the City.

SECTION 5
CUMULATIVE REPEALER CLAUSE

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such other Ordinances on the date of adoption of this Ordinance shall continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 6
SAVINGS

All rights and remedies of the City of Krum, Texas are expressly saved as to any and all violations of the provisions of the City's Code of Ordinances or of any other ordinance affecting zoning, which have been secured at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

SECTION 7
SEVERABILITY

The provisions of this Ordinance are severable. However, in the event this Ordinance or any procedure provided in this Ordinance becomes unlawful, or is declared or determined by a judicial, administrative or legislative authority exercising its jurisdiction to be excessive, unenforceable, void, illegal or otherwise inapplicable, in whole or in part, the remaining and lawful provisions shall be of full force and effect and the City shall promptly promulgate new revised provisions in compliance with the authority's decision or enactment.

SECTION 8
PENALTY

It shall be unlawful for any person to violate any provision of this Ordinance, and any person violating or failing to comply with any provision hereof shall be fined, upon conviction, in an amount not more than Two Thousand Dollars (\$2,000.00), and a separate offense shall be deemed committed each day during or on which a violation occurs or continues.

If the governing body of the City of Krum determines that a violation of this Ordinance has occurred, the City of Krum may bring suit in district court to enjoin the person, firm, partnership, corporation, or association from engaging in the prohibited activity.

SECTION 9
PUBLICATION

The City Secretary of the City of Krum is directed to publish in the official newspaper of the City, the caption, and effective date of this Ordinance as required by law.

SECTION 10
ENGROSSMENT AND ENROLLMENT

The City Secretary is hereby directed to engross and enroll this Ordinance by copying the exact Caption and Effective Date clause in the minutes of the City Council and by filing this Ordinance in the Ordinance records of the City of Krum, Texas.

SECTION 11
EFFECTIVE DATE

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

AND IT IS SO ORDAINED.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF KRUM, TEXAS
ON THIS 1st DAY OF APRIL, 2024.**

Rhonda Harrison
Mayor

ATTEST:

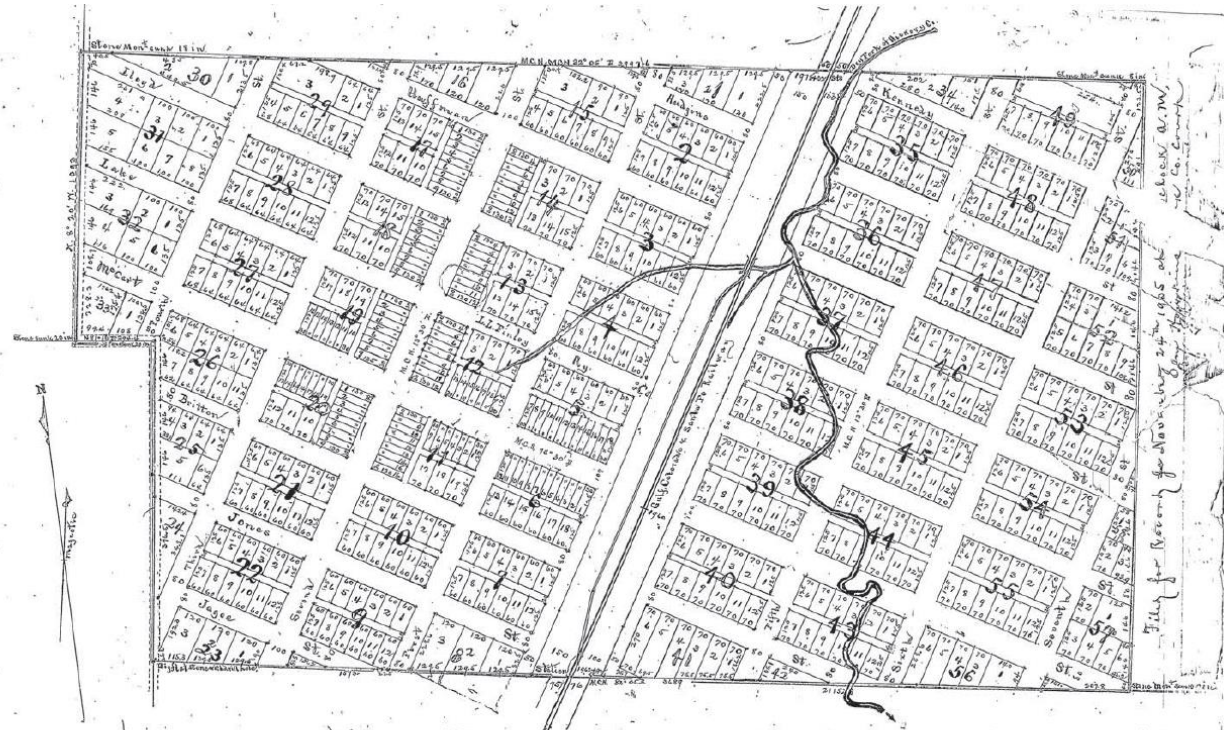
Lisa Dawn Cabrera, TRMC, CMC
City Secretary

APPROVED AS TO FORM:

Lance Vanzant
City Attorney

EXHIBIT "A"

Original Town of Krum Filed in the Records of Denton County Texas November 24, 1905



Location Map



Legal Description: –

Block 4, Lot 3R; Block 3, Lots 7 & 8(S62.5'ECH) & 9 (62.5 of W 6'); Block 3, Lot 9 (E54'), and Block 3, Lots 10 & 11

Sources: Denton County Landmark Interactive Map and DCAD Interactive Maps

Approximately 1.369 Acres

Location Description

Being on the north and south side of W. Lloyd St. at the intersection with N. 1st St. (AKA FM 156) in the City of Krum, Denton County, Texas

CITY OF KRUM

COUNCIL AGENDA ITEM # H-1

AGENDA TYPE: REGULAR	Finance Review	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A
	Legal Review	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> N/A
Council Meeting Date: April 1, 2024	FINANCIAL IMPACT: None		
Staff Contact: Nick Vincent/Jerry Higgins			
Department: Finance/Public Works			
ACTION REQUESTED:			
Discussion			
AGENDA CAPTION			
Discuss and provide direction concerning the Water Rate Study.			
BACKGROUND/SUMMARY OF ITEM			
<p>The City Council approved a contract with Freese and Nichols in 2023 to update the City's Impact Fee Study, Water/Wastewater Master Plan, and rate study. The Impact Fee Study and Master Plan are complete, and the rate study will be finished during the spring of 2024. In summary, the rate study will determine if existing rates are over/under-recovering and what adjustments may be needed to the rate structure. The rate study will also compare the city's rates to those of other municipalities in the area.</p> <p>The City Council last approved a new rate structure on September 9, 2022. The water rate structure is made up of two main charges that are billed to water customers monthly. These include a meter fee and volume charge. The meter fee is a fixed charge based on the size of the water meter, and the volume charge is a tiered rate structure based on water usage. The billing system was recently updated to reflect these changes, resulting in several complaints from residential, commercial, and multifamily customers. In response to these complaints, the City Council recently approved a rate decrease for customers with meters larger than $\frac{3}{4}$ within the city limits for residential and commercial customers.</p> <p>The presentation will focus on the recommended water and sewer rate structure and possibly creating a new rate structure for multi-family customers.</p> <p>The presentation is attached for reference.</p>			
STAFF OPTIONS & RECOMMENDATION			
Adjust the base rate for meters larger than $\frac{3}{4}$ before completing the rate study. Develop options for multi-family customers to be discussed with the Council during April 2024.			
List of Supporting Documents/Exhibits Attached:	Prior Action/Review by Council, Boards, Commissions, or Other Agencies:		
Exhibit 1 - Presentation			

City of Krum

Water/Wastewater Rate Study Council Update

April 1, 2024



Objectives

- Discuss current rate structure
- Seek direction from Council on policy considerations to be included in rate study recommendations



Project Status

- Council approved Water/Wastewater Master Plan Update, Impact Fee Study, and Rate Study contract in 2022
- Impact Fee approved by Council in December 2023
- Master Plan to be presented for Council approval in Spring 2024
- Rate Study began January 2024
 - Rate Study will incorporate Master Plan projects and Impact Fee Study results
 - **Rate Study recommendations to be presented to Council in summer 2024**



Project Schedule

Task	Period	Status
Initial Meetings and Data Collection	January	Complete
Projection of Revenues under Existing Rates	February/March	Substantially Complete
Development of Revenue Requirements and Cash Flow Analysis	March/April	In progress
Cost of Service Allocations	April/May	In progress
Design of Rates and Charges	May/June	Upcoming
Final Report/Presentation	June/July	Upcoming



Rate History

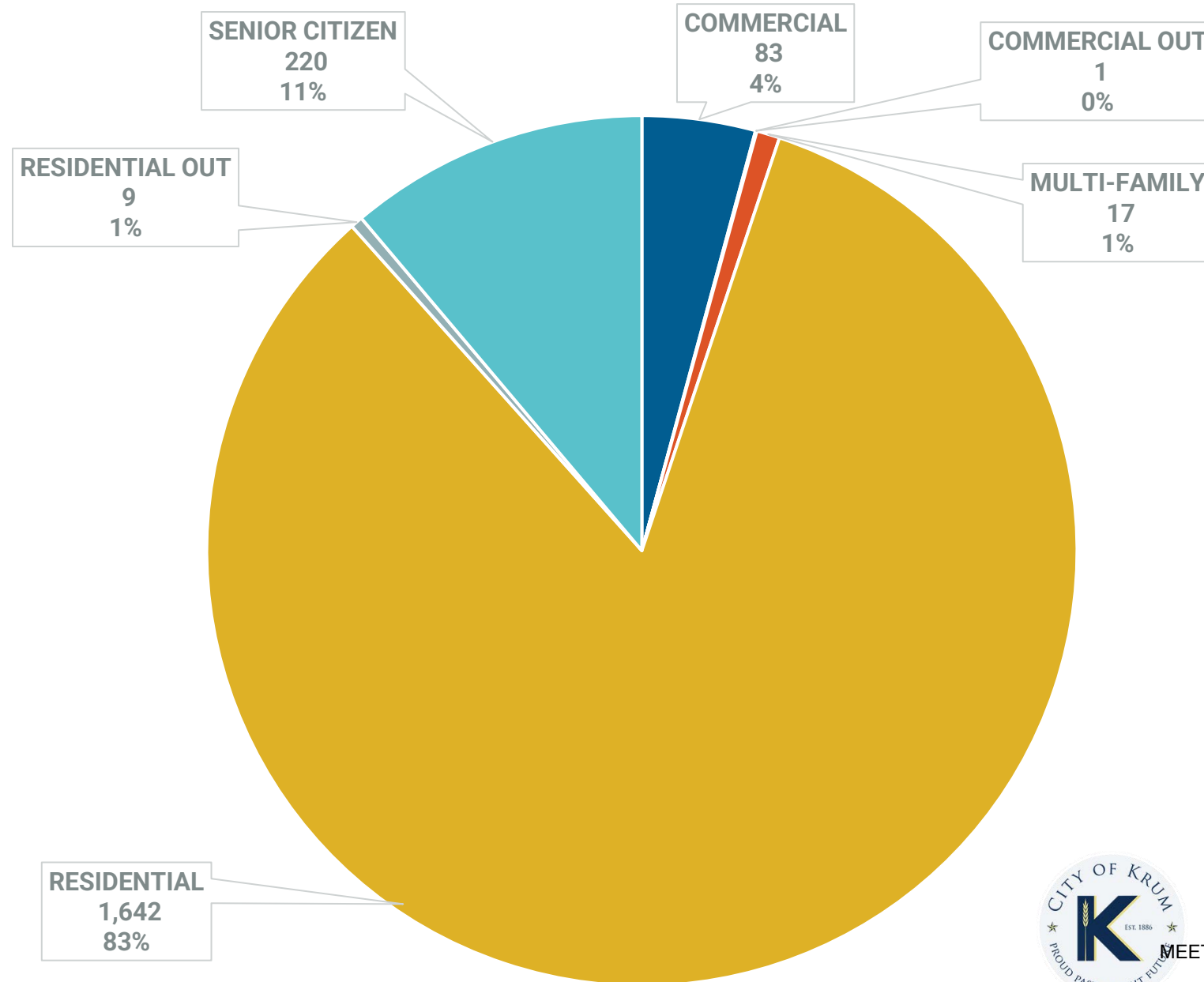
- Current rates approved by Council in September 2022
- Rates went into effect in September 2023
- Base rates for water meters larger than 1" modified in March 2024



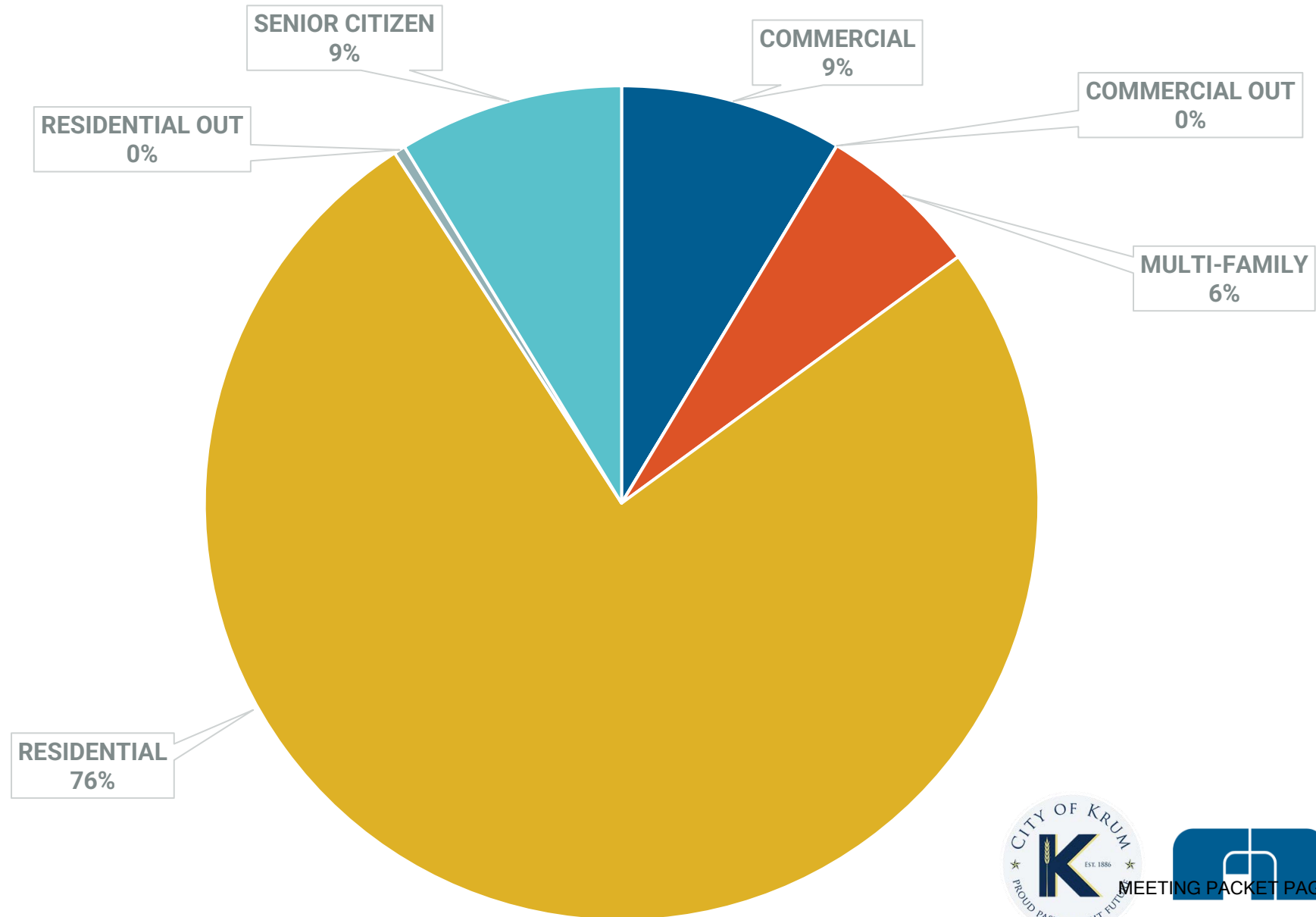
System Data



Customer Count



Customer Consumption (Gal)



Current Water Rates



Water Rates

Base Rate

- Based on meter size
- Includes 2,000 gal of usage

Volumetric Rate

- Based on volume used above 2,000 gal
- Divided into tiers (higher usage pays a higher rate)



Residential/Multifamily Water Rates

Base Rates

Meter Size	Rate
3/4"	\$ 25.35
1"	\$ 50.70
1-1/2" – 2"	\$ 202.80
3"	\$ 405.60
4"	\$ 633.75
6"	\$1,267.50

Volumetric Rates

Usage Range	Rate (per 1,000 gal)
2,001 – 6,000 gal	\$6.02
6,001 – 12,000 gal	\$7.65
Above 12,001 gal	\$8.78

Notes

- 1) Rates shown for Inside City Limits customers only
- 2) Plus \$0.10/1,000 gal for NTGCD



Revised Residential/Multifamily Water Rates

Base Rates

Meter Size	Rate
3/4"	\$ 25.35
1"	\$ 50.70
1-1/2" – 2"	\$ 202.80 \$ 101.40
3"	\$ 405.60 \$ 202.80
4"	\$ 633.75 \$ 304.20
6"	\$1,267.50 \$ 633.75

Volumetric Rates

Usage Range	Rate (per 1,000 gal)
2,001 – 6,000 gal	\$6.02
6,001 – 12,000 gal	\$7.65
Above 12,001 gal	\$8.78

Notes

- 1) Rates shown for Inside City Limits customers only
- 2) Plus \$0.10/1,000 gal for NTGCD
- 3) Revised rates changed in March 2024



Commercial Water Rates

Base Rates

Meter Size	Rate
3/4"	\$ 41.80
1"	\$ 83.60
1-1/2" – 2"	\$ 334.40
3"	\$ 668.80
4"	\$1,045.00
6"	\$2,090.00

Volumetric Rates

Usage Range	Rate (per 1,000 gal)
2,001 – 6,000 gal	\$12.14
6,001 – 12,000 gal	\$12.95
Above 12,001 gal	\$13.77

Notes

- 1) Rates shown for Inside City Limits customers only
- 2) Plus \$0.10/1,000 gal for NTGCD



Revised Commercial Water Rates

Base Rates

Meter Size	Rate
3/4"	\$ 41.80
1"	\$ 83.60
1-1/2" – 2"	\$ 334.40 \$ 167.20
3"	\$ 668.80 \$ 334.40
4"	\$1,045.00 \$ 501.60
6"	\$2,090.00 \$1,045.00

Volumetric Rates

Usage Range	Rate (per 1,000 gal)
2,001 – 6,000 gal	\$12.14
6,001 – 12,000 gal	\$12.95
Above 12,001 gal	\$13.77

Notes

- 1) Rates shown for Inside City Limits customers only
- 2) Plus \$0.10/1,000 gal for NTGCD
- 3) Revised rates changed in March 2024



Water Rates

- Senior Rates for residential customers 65 and older (discount)
- Different rates for customers outside of City limits (premium)
- Bulk water rates



Current Sewer Rates



Residential/Multifamily Sewer Rates

- Based on winter averaging
- Averages water usage from October – January, excluding the highest month
- More accurate measure of sewer use since sprinklers/irrigation likely not in use
- \$57.59 base rate, includes first 2,000 gal of usage

Usage Range	Rate (per 1,000 gal)
2,001 – 6,000 gal	\$4.56
6,001 – 12,000 gal	\$5.56
Above 12,001 gal	\$6.56



Commercial Sewer Rates

- Based on monthly usage
- \$67.59 base rate, includes first 2,000 gal of usage

Usage Range	Rate (per 1,000 gal)
2,001 – 6,000 gal	\$5.56
6,001 – 12,000 gal	\$6.56
Above 12,001 gal	\$7.56



Sewer Rates

- Different rates for residential/multifamily customers outside of city limits (premium)
- Different rates for institutional customers



Preliminary Results



Preliminary Results

	FY2025	FY2026	FY2027	FY2028	FY2029
Revenue	\$4.5M	\$4.7M	\$4.9M	\$5.1M	\$5.4M
Expenses	\$4.2M	\$4.3M	\$4.5M	\$4.6M	\$4.7M
Rate Reduction	\$0.1M	\$0.1M	\$0.1M	\$0.1M	\$0.1M
Proposed CIP	\$0.7M	\$1.3M	\$2.0M	\$2.6M	\$3.3M
Deficit	\$0.5M	\$1.0M	\$1.7M	\$2.2M	\$2.7M

- Rate reduction based on March 2024 base rate reductions
- Proposed CIP subject to change based on Master Plan approval and project sequencing
- Currently verifying revenue and expense amounts and assumptions
- Next steps are to allocate between water and sewer costs, and customer type (inside CL residential, outside CL commercial, etc.)
- Goal is to attribute costs to the correct customer classes so Council can decide on modifications to rates and rate structures



Direction Needed



Direction Needed

- Policy Considerations
 - Changing existing rate structures
 - E.g., changing volume included in base rate
 - Creating new customer classes and/or rate structures
 - E.g., multi-family (will provide examples of what other cities do at future presentation)
 - Assisting low-income or senior customers
 - Programs to help pay bills versus reduced rates
 - Rate change implementation
 - Incremental changes versus one-time changes



City of Krum

Water/Wastewater Rate Study Council Update

April 1, 2024



CITY OF KRUM

COUNCIL AGENDA ITEM # H-2

AGENDA TYPE: REGULAR	Finance Review	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A
	Legal Review	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> N/A
Council Meeting Date: April 1, 2024	FINANCIAL IMPACT: None		
Staff Contact: Jerry Higgins			
Department: Public Works			
ACTION REQUESTED:			
Consider and take action			
AGENDA CAPTION			
Discuss, consider and take action regarding the approval of an increase of 4.08% in franchise fees for the solid waste contract with Frontier Waste.			
BACKGROUND/SUMMARY OF ITEM			
<p>The City Council approved a contract with Frontier Waste in April last year. Section 12(A) of that agreement states, "On each anniversary date of this Agreement, the rates and fees hereunder shall automatically increase in accordance with the CPI-U." Frontier is requesting to increase the rates on the contract by 4.08%. This increase would not take effect until June 1st. The rates would change as follows:</p> <p>Residential Service - \$18.65 to \$19.41 - increase of \$0.76 Additional Trash Cart - \$7.00 to \$7.29 - increase of \$0.29 Additional Recycling Cart - \$3.00 to \$3.12 - increase of \$0.12</p> <p>Staff would also like direction for possibly increasing the fees to offset this increase.</p>			
STAFF OPTIONS & RECOMMENDATION			
Approve the 4.08% increase and provide direction regarding the City increasing fees in June.			
List of Supporting Documents/Exhibits Attached:		Prior Action/Review by Council, Boards, Commissions, or Other Agencies:	
Proposal from Frontier			



PO Box 1283 Hillsboro, TX 76645

Office: 254.221.0705 Web: frontierwaste.com

Ms. Lisa Cabrera
City Secretary
City of Krum
146 W McCart St,
Krum, TX 76249

Date: March 25, 2024

Re: Solid Waste Price Increase

Ms. Cabrera,

Per Solid Waste Collection and Disposal Agreement dated 6.1.2023, between Frontier Texas Ventures I, LLC. and the City of Krum, per Section 12. CPI-U Adjustment, On each annual anniversary date of this Agreement, the rates and fees shall automatically increase in accordance with the CPI-U.

Therefore, we are requesting an increase in rates based on the differences between the CPI in March 2023 and January 2024. The difference in the CPI(latest available CPI-U) is 4.08%. Attached is the CPI-U matrix for your review.

We ask the adjustment be effective June 1, 2024.

If you have any questions or need additional information, please feel free to contact me at 817.929.4703.

Best Regards,

A handwritten signature in black ink, appearing to read "G-t G-JJ".

Grant Gregg
North Texas District Manager

Bureau of Labor Statistics

Consi

Series Title	All items in Dallas-Fort Worth-Arlington, TX, urban wage earners and clerical workers, not seasonally ad.
Series ID	CWURS37ASAO
Seasonality	Not Seasonally Adjusted
Survey Name	Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W)
Measure Data Type	All items
Area	Dallas-Fort Worth-Arlington, TX
Item	All items

Year	Period	Label	Observation Value
2022	M01	2022 Jan	269.934
2022	M03	2022 Mar	278.519
2022	M05	2022 May	283.858
2022	M07	2022 Jul	287.111
2022	M09	2022 Sep	287.694
2022	M11	2022 Nov	288.270
2023	M01	2023 Jan	290.121
2023	M03	2023 Mar	294.017
2023	M05	2023 May	297.008
2023	M07	2023 Jul	298.461
2023	M09	2023 Sep	301.057
2023	M11	2023 Nov	303.666
2024	M01	2024 Jan	306.020

4.08%

City of Krum Trash Rate Increase

Effective Date: June 1, 2024

CPI Current 1/2024	294.02
CPI Former 3/2023	306.02
CPI Variance	12.00
CPI Adjustment %	4.08%

Current Handload Rates

Residential	\$ 18.65
Additional Trash Cart	\$ 7.00
Additional Recycle Cart	\$ 3.00
Commercial Trash Cart	\$ 25.00
Commercial Recycle Cart	\$ 10.00
Additional Commercial Trash Cart	\$ 15.00
Additional Commercial Recycle Cart	\$ 6.00

Other Services

Temp Front Load 6 Yd	\$ 250.00
Temp Front Load 8 Yd	\$ 275.00
Delivery of Temp FL Container	\$ 75.00
Unusual Accumulation (\$50 Minimum)	\$ 15.00 per yd

Frontload Containers Monthly Rates

	1x	2x	3x	4x	5x	Extra
2 yard	\$64.92	\$121.25	\$168.87			\$45.00
3 yard	\$81.15	\$149.50	\$194.85			\$50.00
4 yard	\$104.00	\$190.50	\$259.80			\$55.00
6 yard	\$143.00	\$273.00	\$350.73			\$60.00
8 yard	\$182.00	\$329.00	\$415.68			\$70.00

Lock bar	\$12.00 per month
Casters	\$12.00 per month

Current Rolloff Rates

	Rental rate per day	Delivery Rate	Rate per haul	Disposal Rate/Ton
20 yard	\$ 6.00	\$ 125.00	\$ 360.00	\$ 55.00
30 yard	\$ 6.00	\$ 125.00	\$ 360.00	\$ 55.00
40 yard	\$ 6.00	\$ 125.00	\$ 360.00	\$ 55.00
6 Cubic Yard Comp	Negotiate rental w/Customer		\$ 150.00	
8 Cubic Yard Comp	Negotiate rental w/Customer		\$ 175.00	
20 Yard Comp	Negotiate rental w/Customer		\$ 375.00	\$ 55.00
30 Yard Comp	Negotiate rental w/Customer		\$ 375.00	\$ 55.00
35 Yard Comp	Negotiate rental w/Customer		\$ 375.00	\$ 55.00
40-42 Yard Comp	Negotiate rental w/Customer		\$ 375.00	\$ 55.00

4.08%

New Handload Rates

Residential	\$ 0.76	\$ 19.41
Additional Trash Cart	\$ 0.29	\$ 7.29
Additional Recycle Cart	\$ 0.12	\$ 3.12
Commercial Trash Cart	\$ 1.02	\$ 26.02
Commercial Recycle Cart	\$ 0.41	\$ 10.41
Additional Commercial Trash Cart	\$ 0.61	\$ 15.61
Additional Commercial Recycle Cart	\$ 0.24	\$ 6.24

Other Services

Temp Front Load 6 Yd	\$ 260.20
Temp Front Load 8 Yd	\$ 286.22
Delivery of Temp FL Container	\$ 78.06
Unusual Accumulation (\$50 Minimum)	\$ 15.61 per yd

New Frontload Containers Monthly Rates

	1x	2x	3x	4x	5x	Extra
2 yard	\$67.57	\$126.20	\$175.76			\$46.84
3 yard	\$84.46	\$155.60	\$202.80			\$52.04
4 yard	\$108.24	\$198.27	\$270.40			\$57.24
6 yard	\$148.83	\$284.14	\$365.04			\$62.45
8 yard	\$189.43	\$342.42	\$432.64			\$72.86

Lock bar	\$12.49 per month
Casters	\$12.49 per month

New Rolloff Rates

	Rental rate per day	Delivery Rate	Rate per haul	Disposal Rate/Ton
20 yard	\$6.24	\$130.10	\$374.69	\$57.24
30 yard	\$6.24	\$130.10	\$374.69	\$57.24
40 yard	\$6.24	\$130.10	\$374.69	\$57.24
6 Cubic Yard Comp	Negotiate rental w/Customer		\$156.12	
8 Cubic Yard Comp	Negotiate rental w/Customer		\$182.14	
20 Yard Comp	Negotiate rental w/Customer		\$390.30	\$57.24
30 Yard Comp	Negotiate rental w/Customer		\$390.30	\$57.24
35 Yard Comp	Negotiate rental w/Customer		\$390.30	\$57.24
40-42 Yard Comp	Negotiate rental w/Customer		\$390.30	\$57.24

SECTION 10. TITLE TO EQUIPMENT.

Notwithstanding anything to the contrary contained herein, it is expressly understood and agreed that all equipment, including, but not limited to, Containers, provided by the Service Provider in connection with the Services, shall at all times remain the property of the Service Provider.

SECTION 11. RATES AND FEES.

Subject to adjustment, as provided in Section 12 hereto, the rates and fees to be charged and received by the Service Provider are provided in Exhibit B attached hereto.

SECTION 12. RATE ADJUSTMENT.

A. CPI-U Adjustment. On each anniversary date of this Agreement, the rates and fees hereunder shall automatically increase in accordance with the CPI-U. As used herein, "CPI-U" shall mean the revised Consumer Price Index rate for all urban consumers (all items included) for the nearest available metropolitan area, based on the latest available figures from the Department of Labor's Bureau of Labor Statistics (the "Bureau"). The CPI-U used will be the index entitled "CPI-U 'Dallas-Fort Worth, Texas area'" published by the Bureau during the month ninety (90) days preceding the adjustment under this Section 12.A. The amount of the increase under this Section 12.A. shall be equal to the percentage that the CPI-U has increased over the previous twelve (12) month period.

B. Operating Cost Adjustment. In addition to the rate adjustments provided for in Section 12.A., at any time during the term of this Agreement, the Service Provider may petition the City for additional rate and price adjustments at reasonable times on the basis of material or unusual changes in its cost of operations due to, or directly resulting from, among other things, increased fuel costs, ad valorem taxes, or revised federal, state or local laws, ordinances or regulations. At the time of any such petition, the Service Provider shall provide the City with documents and records in reasonable form and sufficient detail to reasonably establish the necessity of any requested rate adjustment.

C. Governmental Fees. The parties acknowledge that the rates herein include all applicable fees, taxes or similar assessments incurred under federal, state and local laws, rules and ordinances (excluding sales taxes and taxes imposed on income) (the "Fees"). The parties acknowledge and understand that the Fees may vary from time to time, and, in the event any of such Fees are increased or additional Fees are imposed subsequent to the effective date of this Agreement, the parties agree that the rates herein shall be immediately increased by the amount of any such increase in Fees or additional Fees.

SECTION 13. EXCLUSIONS.

Notwithstanding anything to the contrary contained herein, this Agreement shall not cover the collection, hauling or disposal of any Hazardous Waste, animal or human waste, auto parts, used tires, concrete, dirt, gravel, rock or sand from any Container provided by the Service Provider located at any Commercial, Industrial or Residential Unit; provided, however, that the Service Provider and the owner or occupant of a Commercial, Industrial or Residential Unit may negotiate an agreement

**CITY OF KRUM
STAFF REPORT
COUNCIL AGENDA ITEM # H-3**

AGENDA TYPE: REGULAR	Finance Review	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A
	Legal Review	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A
Council Meeting Date: April 1, 2024	FINANCIAL IMPACT: None		
Staff Contact: Nick Vincent/Lisa Cabrera			
Department: Finance/City Secretary			
ACTION REQUESTED			
Discuss and consider			
AGENDA CAPTION			
Discuss, consider and take action regarding possibly calling a Bond Election in November 2024.			
BACKGROUND/SUMMARY OF ITEM			
<p>The City Council and staff have discussed the need for a Fire Station on the east side of town and the need to continue repairing/replacing streets throughout the community. Staff would like to discuss the possibility of calling a bond election this coming November.</p> <p>If the Council gives staff directions to proceed, staff will need to confirm that there is adequate time to form a committee and call the election.</p>			
STAFF OPTIONS & RECOMMENDATION			
List of Supporting Documents/Exhibits Attached: None	Prior Action/Review by Council, Boards,		

**CITY OF KRUM
STAFF REPORT
COUNCIL AGENDA ITEM # H-4**

AGENDA TYPE: REGULAR	Finance Review	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A
	Legal Review	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> N/A
Council Meeting Date: April 1, 2024	FINANCIAL IMPACT: \$384,200 from the Water/Wastewater Capital Improvement Fund		
Staff Contact: Jerry Higgins, Jr.			
Department: Public Works			
ACTION REQUESTED:			
Consider and approve			
AGENDA CAPTION			
Discuss, consider and take action regarding approval of the sealed bid from Superior Tank Company, Inc. for the construction and installation of ground storage tank for the Masch Branch Well and North Point Well in the amount of \$384,200.			
BACKGROUND/SUMMARY OF ITEM			
<p>Last budget year (FY22-23) approval for the purchase of a ground storage tank was granted to Staff for the Masch Branch Water Well. Since that time, Staff has encountered several issues including the obtaining an engineer's stamp of approval for the installation of prefab tanks. In the search for stamped approval, Staff returned to the Council to obtain approval for Freese and Nichols to engineer and design a GST, because they would not sign off on a prefab tank they did not engineer. Freese and Nichols engineer designs and submitted plans to TCEQ for the construction and installation of the GST. However, when we advertised and received sealed bids for said FNI tanks, the bids came back extremely high versus the amount approved for the installation of prefab tanks.</p> <p>Staff then advertised for a sealed bid for a tank company to design, construct, and install two (2) tanks at Masch Branch and North Point wells. The attached documents are the sealed bids received from National Storage Tank, Inc and Superior Tank. These bids are more in line with the approved amount for a prefab tank Staff originally requested. Staff added an additional \$5,000 to the final bid price for the stamped engineered plans.</p>			
STAFF OPTIONS & RECOMMENDATION			
Recommend approval of the bid from Superior Tank Company in the amount of \$384,200.			
List of Supporting Documents/Exhibits Attached:	Prior Action/Review by Council, Boards, Commissions, or Other Agencies:		
Sealed bids			



Date: March 26, 2024

Customer: CITY OF KRUM, TEXAS

Address:

Cty, St, Zip:

Phone: (940) 398-7307

Fax:

Mobile:

Email: jhiggins@cityofkrum.com

Attention: Jerry Higgins

Quote No. 2402-42

Reference: Mash Branch & Northpoint Ground Storage Tank - City of Krum, TX

TANK NO. 1 - MASCH BRANCH

- 1 40'-1 5/16" Diameter x 24'-1 1/2" High Bolted Steel Storage Tanks complete with the following:**

Design:	AWWA D103-19
Wind: ASCE 7-05	108 MPH
Wind: ASCE 7-10 Risk Category III-IV	146 MPH
Deck Live Load:	15 PSF
Capacity Level Full:	228,020 Gallons
Useable Capacity:	213,842 Gallons

Factory Powder Coating System I

Factory powder coated per AWWA, API & FDA as follows:
NSF in the State of Texas only.

Silica & Zirconium (SiZr) liquid seal applied for additional corrosion protection
prior to coating process.

Axalta (COLOR TBD) Interior Epoxy minimum of 5 mils d.f.t.

Axalta Exterior Polyester minimum of 3 mils d.f.t.
with (COLOR TBD) epoxy primer minimum of 2 mils d.f.t. for a minimum of 5 mils d.f.t.

NOTE: The following standard color options for tank exterior only are available upon request.
Superior Sand, Almond Uncream, Camel, Sky White, Evergreen, Hunter Green, ASA-70 Gray, ASA-61 Gray
Non-standard exterior colors are available upon request for an additional charge.

- 1 Basic tank
- 1 Set of encapsulated hardware on tank interior
- 1 Set of stamped engineering drawings & calculations
- 1 Set of EPDM gasket material
- 1 Flat bottom
- SPECIAL NOTE: The bottom will be thoroughly vacuum tested for leak detection.
- 1 1 on 12 slope Roof
- 1 30" Diameter shell manway

- 1 20" Mushroom vent with screen
- 1 30" Square deck hatch near exterior ladder
- 1 Galvanized exterior ladder with safety cage, cable style safety device, and ladder enclosure
- 1 Galvanized 10 ft perimeter roof handrail set with safety gate (2 Rail)
- 1 10" Overflow assembly with standard interior weir box including external downcomer pipe with brackets and flap
- 1 6" 150# FFSO single nozzle with external 6" projection for drain
- 1 8" External inlet riser pipe assembly with sch 40 down piping beginning 1'0" above grade with flat face nozzle and entering shell of tank approximately 1'0" below deck eave with internal 90 degree ell
- 1 8" 150# FFSO single nozzle with external 6" projection with internal 90 degree elbow for suction
- 1 4" Diameter altitude gauge/sample tap combination
- 1 3" Hillside cast iron flange for electrode holder
- 1 1/2" Thick expansion fiberboard for slab foundation

Sale price K. D., FOB Krum, TX, Excl Sales Tax:	\$134,500
Tank Installation:	\$55,100
Total sale price delivered and erected:	\$189,600

Exclusions: Sales Tax, Tank Foundation, Gate Valves, AIS Materials, Tank Disinfection

PRICE VALIDITY

The above pricing is typically firm for (30) thirty days from quotation date. However, due to volatility of the steel market and uncertainty of steel allocations, we ask that prior to placing your order you verify the above quoted price.

The above pricing does not include any applicable taxes and/or any special permits or licenses that may be required.

DELIVERY AND ENGINEERING

Please allow 5 - 7 weeks from receipt of order for preparation of approval drawings.

Tank materials will be shipped approximately 10 - 12 weeks from either receipt of order or receipt and completion of design process.

Unless otherwise noted above, should this project or customer require the approval drawings and calculations to be stamped by a professional registered engineer please add - \$ 2,500.00

Additional sets of approval drawings other than the four sets that are included will be charged at \$ 25.00 per set.

TANK NO. 2 - NORTH POINT

- 1 40'-1 5/16" Diameter x 24'-1 1/2" High Bolted Steel Storage Tanks complete with the following:

Design:	AWWA D103-19
Wind: ASCE 7-05	108 MPH
Wind: ASCE 7-10 Risk Category III-IV	146 MPH
Deck Live Load:	15 PSF
Capacity Level Full:	228,020 Gallons

Useable Capacity:

213,842 Gallons

Factory Powder Coating System I

Factory powder coated per AWWA, API & FDA as follows:
NSF in the State of Texas only.

Silica & Zirconium (SiZr) liquid seal applied for additional corrosion protection
prior to coating process.

Axalta (Tan) Interior Epoxy minimum of 5 mils d.f.t.

Axalta Exterior Polyester minimum of 3 mils d.f.t.
with tank tan epoxy primer minimum of 2 mils d.f.t. for a minimum of 5 mils d.f.t.

**NOTE: The following standard color options for tank exterior only are available upon request.
Superior Sand, Almond Unicream, Camel, Sky White, Evergreen, Hunter Green, ASA-70 Gray, ASA-61 Gray
Non-standard exterior colors are available upon request for an additional charge.**

- 1 Basic tank
- 1 Set of encapsulated hardware on tank interior
- 1 Set of stamped engineering drawings & calculations
- 1 Set of EPDM gasket material
- 1 Flat bottom
 - SPECIAL NOTE: The bottom will be thoroughly vacuum tested for leak detection.
- 1 1 on 12 slope Roof
- 1 30" Diameter shell manway
- 1 20" Mushroom vent with screen
- 1 30" Square deck hatch near exterior ladder
- 1 Galvanized exterior ladder with safety cage, cable style safety device, and ladder enclosure
- 1 Galvanized 10 ft perimeter roof handrail set with safety gate (2 Rail)
- 1 10" Overflow assembly with standard interior weir box including external downcomer pipe with brackets and flap
- 1 6" 150# FFSO single nozzle with external 6" projection for drain
- 1 8" External inlet riser pipe assembly with sch 40 down piping beginning 1'0" above grade with flat face nozzle and entering shell of tank approximately 1'0" below deck eave with internal 90 degree ell
- 1 12" 150# FFSO single nozzle with external 6" projection with internal 90 degree elbow for suction
- 1 4" Diameter altitude gauge/sample tap combination
- 1 3" Hillside cast iron flange for electrode holder
- 1 1/2" Thick expansion fiberboard for slab foundation

Sale price K. D., FOB Krum, TX, Excl Sales Tax:	\$134,500
Tank Installation:	\$55,100
Total sale price delivered and erected:	\$189,600

Exclusions: Sales Tax, Tank Foundation, Gate Valves, AIS Materials, Tank Disinfection

BID FORM

Item No.	Quantity	Description and Unit Price in Words	Unit Price	Total
1	1	Masch Branch Tank - Materials Only, FOB Jobsite 228,000 Gallon Bolted Steel Tank	\$134,500.00	\$134,500.00
2	1	Masch Branch Tank - Tank Installation, FOB Jobsite 228,000 Gallon Bolted Steel Tank	\$ 55,100.00	\$ 55,100.00
3	1	North Point Tank - Materials Only, FOB Jobsite 228,000 Gallon Bolted Steel Tank	\$134,500.00	\$134,500.00
4	1	North Point Tank - Tank Installation, FOB Jobsite 228,000 Gallon Bolted Steel Tank	\$ 55,100.00	\$ 55,100.00
		TOTAL		\$379,200.00



NATIONAL STORAGE TANK, INC.

WE HOLD THE SOLUTION

Women Owned Business

City of Krum

Attention: Lisa Cabrer

146 W. McCart Street, Krum TX



We hold the Solution to
your water storage needs.

Phone:

Cell:

Fax:

Email: jhiggins@cityofkrum.com

Project: City of Krum - (2) 221,800 Usable Gallon Flat Panel
Bolted Steel Tank for Potable Water - Erected in
Krum, TX

PROPOSAL

Proposal # NSTQ16991

Date Feb 26, 2024

Certified Women Owned

Thank you for giving National Storage Tank, Inc. the opportunity to provide you with excellent products and services. National Storage Tank's #1 priority is customer satisfaction. It is our goal to arrive on time and within budget. NSTI is the leading choice for water storage tanks and rain harvesting systems. Our products are specifically designed for Wineries, Construction Contractors, Homeowners, Fire Suppression Contractors and more.

Quantity	Description	Unit Price	Total
----------	-------------	------------	-------

QUOTE VALID FOR (14) DAYS ONLY - DUE TO STEEL PRICE INCREASES

TWO(2) NEW 43.08' X 25.57' FLAT PANEL CARBON BOLTED STEEL STORAGE TANK FOR
POTABLE WATER

SCOPE OF WORK

Furnish all materials for the following Hot dipped Galvanized tank approximately 40' Diameter X
24.60' Height, giving a nominal capacity of approximately 231,200 U.S. Gallons and giving a usable
capacity of approximately 221,800 U.S. Gallons, with 12" Freeboard

Furnish all materials for an epoxy coated steel floor.

Furnish all materials for a Galvanized steel deck with 2:12 slope without center columns

Furnish all materials for erection (Non-Union/ Non-Prevailing Wages)

National Storage Tank (NST) will use a combination of Manus Bond 75-AM sealant and EPDM gasket
for panel connections, depending on product stored and environmental conditions

NST will use a combination of Manus Bond 75-AM sealant and EPDM gasket for panel connections,
depending on product stored and environmental conditions

Foundation not by NST

TANK DESIGN

Storage of: Potable Water

Risk Category: IV

Importance Factor: 1.5 / Soil Profile D

Designed to AWWA D103-19 - NSF61

Wind Conditions: 120MPH (Per ASCE7-10)

Roof Snow Load: 20 psf

Basic Seismic Parameters: Ss: 0.113 - S1: 0.055

Specific Gravity 1.0

Customer to verify that codes & loads quoted are suitable for location

Quantity	Description	Unit Price	Total
----------	-------------	------------	-------

COATING

We have quoted our standard interior coating system NST Standard DuraCoat powder coating. There are five exterior topcoat colors available. All interior / exterior powder coatings are thermally bonded at factory, using SSPC-PA-2 Specification with Blasted Profile of SSPC-SP10. Thicknesses of coatings are as follows: interior surfaces: 5 mils avg; exterior primer: 3-5 mils avg; exterior topcoat 2-3 mils avg. We have quoted our standard 1-year warranty.

FITTINGS AND ACCESSORIES

(1) Epoxy coated Safety Yellow exterior ladder with OSHA approved fall arrest protection, composed of carbon steel
 (1) Epoxy coated Safety Yellow climb prevention door, composed of carbon steel
 (1) Epoxy coated weir cone, composed of carbon steel
 (1) Epoxy coated 10" overflow, composed of carbon steel
 (1) Epoxy coated 6" Flange, composed of carbon steel
 (1) External inlet riser pipe assembly with Sch 40 down piping beginning 1' above grade with flat face nozzle entering shell of tank 1' below deck with internal 90 degree elbow
 (1) Epoxy coated 8" Flange with anti-vortex, composed of carbon steel
 (1) Epoxy coated 4" Flanges, composed of carbon steel
 (1) Epoxy coated 3" Hillside flange, composed of carbon steel
 (1) Epoxy coated 30" manway in first ring, composed of carbon steel
 (1) Epoxy coated 30" sq. deck manway, composed of carbon steel
 (1) Liquid level indicator
 (1) 20" Mushroom vent
 (2) Grounding lugs (wiring and cable not included)
 Partial Perimeter Epoxy coated Safety Yellow guardrail, composed of carbon steel
 Touch-up epoxy
 Anchor bolts as required (Material and Engineering only)
 Asphalt fiber board as required

On-Site erection of tank

SubTotal

\$371,267.26

OPTIONAL: PE Stamped Site Specific Foundation Design (Customer Must Supply Soils Report) – ADD \$3,500.00

For simple concrete ring beam or gravel ring design. Cost is contingent on soils report for pier foundations or deep style designs.

Estimated Shipping Weight 80,000#

NOTE: This quote is budgetary and subject to change per site specific reports and access conditions.

1. SITE CONDITIONS: Buyer will provide a suitable, clear, safe, dry leveled compacted and staging area adjacent to the tank foundation and provide and maintain a graveled or hard surface access roadway from a public road to erection site, so that loaded trucks can be driven to a point adjacent of tank foundation. If work is located inside building or enclosed area, it must be noted in the Contract. Free access to work site must be provided by Buyer during daylight hours on all working days including Saturday, Sunday, U.S. holidays and country or region-specific holidays if outside U.S. If a 8 hour, 5 day week is required, Buyer must specify. The price for work described is based on erection being performed during the months of April through October unless otherwise noted. Increased cost for work accomplished November through March may be at Buyer's expense (only in freezing locations).

2. FOUNDATIONS: Top of foundation must be within 12" of grade. It is the Buyer's responsibility to provide a level and true foundation. Buyer is responsible for establishing center lines on foundations or structures. Zero degree must be marked on pad prior to crew arrival. If National Storage Tank, Inc. (NSTI) or erection contractor finds inaccuracies or deficiencies in foundation work done by others or

Quantity	Description	Unit Price	Total
----------	-------------	------------	-------

is required to alter the tanks to make them fit, the Buyer shall be notified and if Buyer instructs Erector to make necessary changes, erection contractor shall be reimbursed for the cost of material and labor used. In any event, the Buyer will reimburse erection contractor for the cost of lost time by the erection crew and equipment. Buyer agrees to hold and save NSTI and erection contractor harmless from and against any claim, demand, action or cause of action that may be asserted by any person arising out of or regarding Buyer's failure to provide a level and true foundation including, but not limited to, injury or death suffered by any person whether by third party action or actions otherwise covered under applicable Workers' Compensation laws.

3. EXCLUSIONS: This Contract does not include unloading, hauling, grouting, or washing, painting (other than touch-up on erection scratches), electrical work, welding, load lines or other systems installation unless stated as being included. The responsibilities of NSTI or erection contractor will not include liability for demurrage. Also excluded are costs from delays caused by others, local construction licenses or fees, permits, taxes or any items or services not specifically mentioned. NSTI will not be responsible for damage to personnel, automobiles, or machines within 100 feet of erection site.

4. CONTINUOUS OPERATION: Buyer will ensure all operations are continuous, scheduled and completed in accordance of suggested sequence throughout erection and finishing with a completed water test and inspection. If lost time occurs due to delays caused by others for any reason, Buyer will reimburse for additional travel and cost of lost time by the erection crew and equipment. NSTI or erection contractor will not be liable for any reason whatsoever for any indirect, incidental, special or consequential damages.

5. INSPECTION: Buyer inspection and acceptance of interior and exterior must be performed during and prior to erection crew leaving jobsite. Delay caused by Buyer will be charged to Buyer-by others.

6. CHANGES: If the Buyer orders extra work or makes changes by altering, adding to, or deducting from the work set forth in this quote, the price and any completion date quoted will be adjusted accordingly. The price adjustment will include costs of engineering, shipping, manufacturing performed, materials purchased, extra erection expense, extra supervisor and administration expense.

7. OBSTRUCTION AND UNFORESEEN CONDITIONS: Should concealed, unusual, unexpected, and/or unrecorded conditions be encountered which interfere with normal erection procedures, NSTI or erection contractor will advise Buyer of conditions encountered. If Buyer instructs NSTI to perform the necessary work to overcome such conditions, Buyer will reimburse NSTI for the extra cost and time incurred. In any event, the Buyer will reimburse NSTI for the cost of lost time.

8. BUYER'S RESPONSIBILITY: Buyer will supply, if required, 120 volt/60 Amp AC current at no cost, within 10 feet of tank foundation and necessary utilities including, but not limited to, the necessary sanitary facilities and palatable drinking water as required for the performance of the contract. Buyer will ensure all tank parts are within 50 feet of tank foundation with no interfering objects. NSTI will be allowed access for a truck to be placed and operated at the erection site. If winter erection requires heating the tank interior to cure painting and caulking, it will be furnished by buyer. Foundation will be clean and clear of any obstruction, material, or equipment. Adequate clearance will be provided around the tank foundation area as well as overhead. Minimum clearance of six(6) feet is required between tanks, eight(8) feet overhead. Buyer is responsible for Hydro-Test, if a leak is disclosed during the hydro-test, a NSTI service personnel will be dispatched timely. Buyer shall provide water for Hydro-test and any subsequent fillings after that. Buyer is responsible for emptying and disposing of water after testing. Disinfections if required shall be the responsibility of others. Buyer shall furnish water quality test if required. Buyer is to blind flange or connect piping to all nozzles for water testing. Buyer responsible for supplying trash dumpster at job site and for disposing of contents of dumpster.

9. BUYER'S INSURANCE: The Buyer will obtain insurance and indemnify NSTI or erection contractor against loss by fire, lightning, removal, and all extended coverage perils, theft, vandalism, and malicious mischief, earthquake, negligence, breach of contract and any other insurance which the

Quantity	Description	Unit Price	Total
----------	-------------	------------	-------

Buyer deems necessary upon the work covered by the Contract, for the full insurable value thereof. Additional expense by theft will be reimbursed to NSTI by Buyer. Cost of security guards, if required, to be paid by Buyer.

10. CANCELLATION OF ORDER: All orders cancelled within 30 days of order placement will be subject to a 10% cancellation charge; in addition to the cost of any work already performed. Orders cancelled after 30 days will be subject to a cancellation charge of 20% of materials charge plus the cost of work performed from date of order placement to cancellation date. Cancellation must be received in writing, either physically or electronically.

11. NOTE: Any items or specifications not specifically mentioned above are not a part of this quotation. This quotation represents our complete offering. If there are any conflicts between your requirements or the plans and specifications and what we have quoted, our quotation shall govern.

EXCEPTIONS and CLARIFICATIONS:

* Unless otherwise noted, Foundation Design by others. If Foundation Design is requested, customer is to supply Geotechnical Soils Report. Unless otherwise noted, All foundation work shall be done by others.

* This quote does not include disinfection at jobsite.

* Unless otherwise noted, NSTI Storage Systems has quoted our standard design, fabrication, accessories (perimeter handrails, ladders, etc.) and coatings. These tanks are coated with a standard coating for water PH levels of 6- 8. For water or other liquid with PH levels above a 8 PH or anything of a more corrosive nature, a change order will apply.

* No bonds (i.e. bid/payment), permits, are included.

* Pricing does not include piping, valves, brackets, or elbows unless specifically mentioned in accessories area.

* Customer is responsible for unloading of tank materials at site and locating them within 50 feet of the tank foundation. NSTI recommends the use of a 10,000 lb forklift for off-loading, by others.

*All electrical, wiring and calibration by others

*The number of flanges and their sizes are assumed. The actual sizes will need to be verified before order.

Thank you for the opportunity to provide this quote.

Steel Price Increases. If the price of steel increases more than ten percent (10%) between Seller's acceptance of Buyer's order and commencement of fabrication of Buyer's tank, the Buyer agrees to pay a surcharge equal to the increased price of steel used in Buyer's tank.

Steel Prices decrease: If steel prices decrease more than 10%, NST will offer a deduct on the approval invoice accordingly.

ACCEPTED PAYMENT TYPES: Wire Transfer, Check, Cashier's Check, Money Order, Cash. Credit Cards can be approved in some cases, with the additional cost of processing fee added to payment total (percentages vary per card type).

Quantity	Description	Unit Price	Total
----------	-------------	------------	-------

QUOTE VALIDITY: Due to Steel Price Increases: Quote is good for 30 days Release for fabrication must be received within 10 weeks of order date. Noncompliance will result in a price review. Prices are for quantities shown.

PAYMENT TERMS: 30% Due upon order, 50% Due prior to materials shipping, 20% Due upon substantial completion of tank; not total project.

LEAD TIMES:

Approval Submittals: 2 - 4 Weeks
Material Fabrication: 18-22 Weeks
Freight and Mobilization of Crew: 1 - 2 Weeks
Tank Field Assembly/ Installation: VARIES

Please inform NSTI if faster lead times are required.
NSTI will make every effort to accommodate your project schedule.

Customer is responsible for adequate lay down area, field testing, field holiday testing (if required) by others. Unless noted, the customer is responsible for filling the tank, covering openings, supply of water to fill the tank, furnish pumps, hoses, and the accessories required to fill and dispose of the test water. An optional price can be provided if the customer requires the erector to supply water and equipment for leak testing.

SubTotal	\$371,267.26
Tax	\$17,490.66
Est.Shipping	\$7,700.00
Total	\$396,457.92

Tank quoted utilizes those standards, specifications and or interpretations and recommendations of professionally recognized agencies basis in establishing its own design, fabrication and quality criteria, standards, practices, methods and tolerances. National Storage Tank, Inc. (NSTI) has included the above items per customer request. NSTI has not researched details of tank use to insure that tanks included in the above proposal are correct for the intended use. Installation quoted using non-union erection labor (with no restrictive wage or work hour rules) on customer's prepared grade level and accessible foundation. Quote for materials and labor may be separated when ready to order, this is for orders placed outside of the state of CA. Any items not specifically mentioned within this quote shall be the responsibility of others. Should the order be cancelled after acceptance, the deposit shall be forfeited. AR license #0391880620, AZ license #315296, CA license # 987765, ID license #RCE-48520

NOTE: If project is quoted using prevailing rates which are optional at an additional charge. . Site must accommodate easy access for a 40' Truck and Trailer. Offloading by others unless specified above. If NSTI is providing off loading and staging, delivery truck must have easy level access to the tank pad and be able to access the site and tank pad within 10 feet and be free of obstructions. If your project does not meet our delivery requirements, a hard access and additional charges will apply. This quote is subject to attached National Storage Tank, Inc. standard terms and conditions. No exceptions made unless approved in in writing by NSTI. Attorneys' Fees. In any action to enforce, interpret or rescind the provisions of this Contract, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs. EXCEPTIONS & CLARIFICATIONS: permits, testing, hydro testing, providing, filling or draining of water for any reason, water for leak testing nor water level, inspections, special inspections, exterior plumbing, county required reports, letter of compliance, & disinfection are the responsibility of others.

*Any items, materials or services not mentioned within this quote are the responsibility of others.

We look forward to providing you with excellent products and service.

Thank you,

Emily Oblad

Emily Oblad

Customer Acceptance Date:

Acceptance Signature

Acceptance Printed Name

☐ Resale Certificate Provided to NSTI

☐ Exempt Certificate Provided to NSTI

The above person has the legal authority to purchase on behalf of:

City of Krum

**CITY OF KRUM
STAFF REPORT
COUNCIL AGENDA ITEM # H-5**

AGENDA TYPE: REGULAR	Finance Review	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A
	Legal Review	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> N/A
Council Meeting Date: April 1, 2024	FINANCIAL IMPACT: \$61,820 from the Streets Capital Improvement Fund		
Staff Contact: Jerry Higgins, Jr.			
Department: Public Works			
ACTION REQUESTED:			
Consider and approve			
AGENDA CAPTION			
Discuss, consider and take action regarding approval of extending East Lloyd Street through to the ISD Driveway and approve the funds of an additional \$61,820 for the proposed extension.			
BACKGROUND/SUMMARY OF ITEM			
<p>The City is currently reconstructing East Lloyd. Staff would like to extend East Lloyd to the ISD's driveway in between the Middle School and the Bus Barn instead of building a hammerhead on the east end of the street.</p> <p>Attached is the change order from Cardwell Paving for \$61,820.00 to do the extension of the road.</p> <p>Staff has discussed this with the ISD and they are in favor of this change.</p>			
STAFF OPTIONS & RECOMMENDATION			
Recommend approval of a change order of \$61,820 to extend the road .			
List of Supporting Documents/Exhibits Attached: Change Order Location Exhibit	Prior Action/Review by Council, Boards, Commissions, or Other Agencies:		

Cardwell Paving LLC

P.O. Box 268
Denton, TX 76202-0268

Telephone: (940) 891-3205
Email: jeff@cardwell-paving.com

PROPOSAL

Page No. _____ of _____ Pages

JOB NAME / NO.

LOCATION

E Lloyd to School

PHONE

DATE

2/29/24

To: City of Krum
146 W. McCart Street
Krum, TX 76249

We hereby submit specifications and estimates for:

>	Demo Trees	\$1,000.00
	Roadway Excavation and Disposal - 3,950 sf @ \$3.00 ea	\$11,850.00
	Add Base - 132 tons @ \$60.00 ea	\$7,920.00
	6" Concrete Paving - 3,950 sf @ \$9.00 ea	\$35,550.00
	Culvert and Sloped Ends	\$5,500.00
	Total -	\$61,820.00

>

WE PROPOSE hereby to furnish material and labor – complete in accordance with these specifications, for the sum of:

Payable as follows: _____ dollars (\$ _____).

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. All agreements contingent up on strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

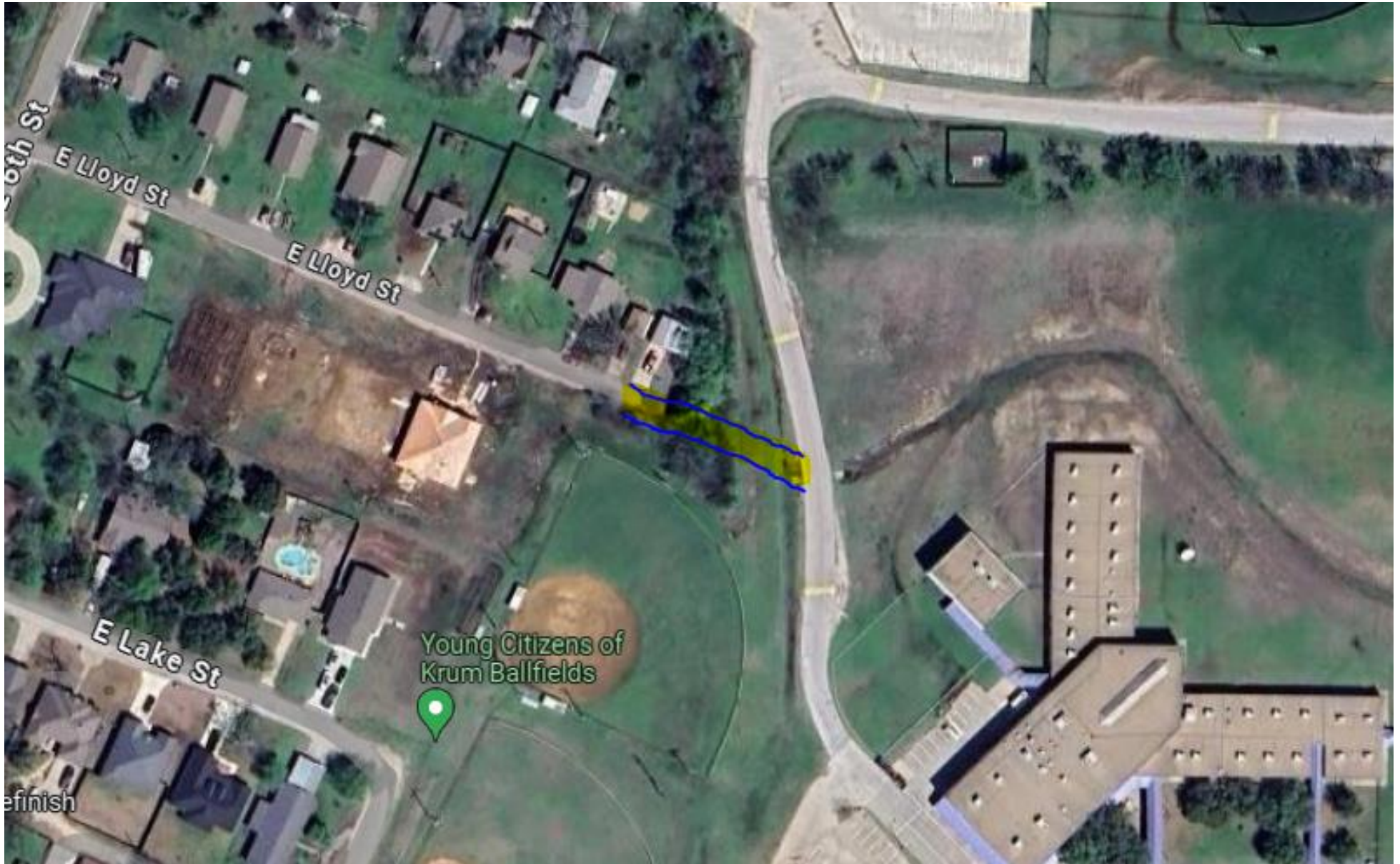
Authorized
Signature

Jeff Cardwell

NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL – The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____ Date _____ Signature _____ Date _____



**CITY OF KRUM
STAFF REPORT
COUNCIL AGENDA ITEM # H-6**

AGENDA TYPE: REGULAR	Finance Review	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A
	Legal Review	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A
Council Meeting Date: April 1, 2024	FINANCIAL IMPACT: This will be funded using 2020 Certificate of Obligations (COs).		
Staff Contact: Jerry Higgins/Nick Vincent			
Department: Public Works/Finance			
ACTION REQUESTED			
Discuss and consider			
AGENDA CAPTION			
Discuss, consider and take action regarding a Professional Agreement with Parkhill Engineering Services related to the relocation of the utilities along FM 1173.			
BACKGROUND/SUMMARY OF ITEM			
<p>City Staff meet with TXDOT monthly to discuss the widening of FM1173. TXDOT is clearing the right of way (ROW) for the project, which is expected to be completed soon. Utility providers have until February 2025 to relocate utilities that conflict with the project. The City of Krum has approximately 11,000 linear feet of water lines and 4,000 linear feet of sanitary sewer that must be relocated. The City's utilities are located north and south of FM 1173 from FM 156 and FM 1173 to the intersection of Masch Branch Road and 1173. In addition, TXDOT has informed utility providers that only utilities in the existing easements will be eligible for reimbursements. The City of Krum only has one existing sanitary sewer line within an easement, but the line doesn't need to be relocated.</p> <p>The City issued a Request for Qualification (RFQ) for engineering services for this project. The city received six proposals from engineering firms, each of which was evaluated on experience, timeline, and the overall project scope. Parkhill scored the highest among all the proposals, and their scope of services for this project totals \$510,000 and covers project management, design, bid documents, construction phase services, environmental services, surveying, subsurface engineering, and special services listed in the agreement. It doesn't include construction costs or any ROW acquisition costs. A detailed breakdown of the price is attached as Exhibit 2. This project will not be eligible for reimbursement.</p>			
STAFF OPTIONS & RECOMMENDATION			
1. Approve 2. Deny			
List of Supporting Documents/Exhibits Attached: Exhibit 1 - Professional Services Agreement	Prior Action/Review by Council, Boards,		

This document is a MODIFIED version of EJCDC® E-500, Copyright® 2020 by the National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers, or is based in part on excerpts from copyrighted EJCDC documents. All rights reserved. Those portions of the text that originated in copyrighted EJCDC documents remain subject to the copyright.

**AGREEMENT BETWEEN
CITY OF KRUM
AND
PARKHILL
FOR PROFESSIONAL SERVICES**

**AGREEMENT
BETWEEN CITY OF KRUM
AND
PARKHILL
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____, 2024 ("Effective Date")
between The City of Krum ("OWNER") and Parkhill ("ENGINEER").

OWNER'S Project, of which ENGINEER'S services under this AGREEMENT are a part, is
generally identified as follows: Utility Relocation along FM 1173 between FM 156 and Masch Branch
Road ("Project").

ENGINEER'S services under this AGREEMENT are generally identified as follows: Project
Management, Utility Coordination, Design, Bidding Assistance, Construction Administration, Surveying,
Environmental Compliance

OWNER and ENGINEER further agree as follows:

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

TABLE OF CONTENTS

	Page
Article 1— Services Of Engineer	1
1.01 Scope	1
Article 2— Owner’s Responsibilities	1
2.01 Project Information	1
2.02 Owner’s Instructions Regarding Bidding/Proposal and Front-End Construction Contract Documents	2
2.03 Owner-Furnished Services	3
2.04 Owner’s General Responsibilities	4
2.05 Payment	5
Article 3— Schedule For Rendering Services	5
3.01 Commencement	5
3.02 Time for Completion	5
Article 4— Invoices And Payments	6
4.01 Invoices	6
4.02 Payments	6
Article 5— Opinions Of Cost	6
5.01 Opinions of Probable Construction Cost	6
5.02 Opinions of Total Project Costs	7
Article 6— General Considerations	7
6.01 Standards of Performance	7
6.02 Ownership and Use of Documents	9
6.03 Electronic Transmittals	10
6.04 Insurance	10
6.05 Suspension and Termination	11
6.06 Successors, Assigns, and Beneficiaries	13
6.07 Dispute Resolution	13
6.08 Controlling Law; Venue	14
6.09 Environmental Condition of Site	14
6.10 Indemnification and Mutual Waiver	15
6.11 Records Retention	16
6.12 Miscellaneous Provisions	16
Article 7— Definitions	17
7.01 Defined Terms	17
Article 8— Exhibits And Special Provisions	22
8.01 Exhibits to Agreement	22
8.02 Total Agreement	22
8.03 Designated Representatives	22
8.04 Engineer’s Certifications	22
8.05 Conflict of Interest	23

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between **City of Krum** (Owner) and **Parkhill** (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as **City of Krum FM 1173 Utility Relocation** (Project). Other terms used in this Agreement are defined in Article 7 or elsewhere herein as may be indicated. Engineer's services under this Agreement are generally identified as **Utility Coordination and Relocation Services for approximately 11,000 linear feet of water lines and approximately 4,000 linear feet of sanitary sewer lines.**

Owner and Engineer further agree as follows:

ARTICLE 1—SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.
- B. All phases of service will include Management of Engineering Services as shown in Exhibit A.

ARTICLE 2—OWNER'S RESPONSIBILITIES

2.01 Project Information

- A. To the extent Owner has not already provided the following, or has new, additional, or revised information from that previously provided, Owner shall provide Engineer with information and data needed by Engineer in the performance of Basic and Additional Services, including Owner's:
 - 1. design objectives and constraints;
 - 2. space, capacity, and performance requirements;
 - 3. flexibility and expandability needs;
 - 4. design and construction standards;
 - 5. budgetary limitations; and
 - 6. any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- B. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information as Additional Services. Such additional information or data may include the following:
 - 1. Property descriptions.
 - 2. Zoning, deed, and other land use restrictions.
 - 3. Surveys, topographic mapping, and utility documentation.
 - 4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.

5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- C. Owner shall examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer and render in writing timely decisions pertaining thereto. Owner may, at Owner's expense, obtain advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examinations.
 - D. Owner shall furnish to Engineer data as to Owner's anticipated costs for services to be provided to Owner by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) so that Engineer may assist Owner in collating the various cost categories that comprise Total Project Costs.
 - E. Owner shall advise Engineer if any invention, design, process, product, or device that Owner has requested, required, or recommended for inclusion in the Drawings or Specifications will be subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights.
- 2.02 Owner's Instructions Regarding Bidding/Proposal and Front-End Construction Contract Documents
- A. Owner shall give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable) and Owner's construction contract practices and requirements, and furnish to Engineer (or give specific directions requesting Engineer to use copies already in Engineer's possession) the following:
 1. Owner's standard contract forms, general conditions (if other than the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract), supplementary conditions, text, and related documents and content for Engineer to include in the draft Bidding/Proposal Documents, and in draft Front-End Construction Contract Documents;
 2. insurance and bonding requirements;
 3. protocols for electronic transmittals during bidding and construction;
 4. Owner's safety and security programs applicable to Contractor and other Constructors;
 5. bidding and contract requirements of funding, financing, or regulatory entities;
 6. other specific conditions applicable to the procurement of construction or contract documents;

7. any other information necessary for Engineer to assist Owner in preparing its Bidding/Proposal Documents and Front-End Construction Contract Documents.
- B. Owner shall have responsibility for the final content of (1) such Bidding/Proposal Documents, and (2) such Front-End Construction Contract Documents, other than content furnished by Engineer concerning the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters.
 1. Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. If there will be an advertisement soliciting bids for construction, Owner shall place and pay for such advertisement.

2.03 Owner-Furnished Services

- A. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, Owner shall obtain, as required for the Project:
 1. Accounting, bond and financial advisory services (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services, including attorney review of proposed Construction Contract Documents, legal services required by Owner, legal services needed as a result of issues raised by Contractor, and Project-related legal services reasonably requested by Engineer.
 3. Auditing services, including those needed by Owner to ascertain how or for what purpose Contractor has used money paid to it.
- B. Owner shall provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Owner shall provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- C. Owner shall acquire or arrange for acquisition of the Site(s) and any temporary or permanent rights of access, easements, or property rights needed for the Project.
- D. With respect to the portions or phases of the Project designed or specified by Engineer, Owner shall provide, obtain, or arrange for:
 1. all required reviews, approvals, consents, and permits from governmental authorities having jurisdiction, and
 2. such reviews, approvals, and consents from others as may be necessary for completion of each portion or phase of the Project.
- E. Owner may delegate to Contractor or others the responsibilities set forth in Paragraphs 2.03.C and D.

2.04 Owner's General Responsibilities

- A. Owner shall inform Engineer of the policies, procedures, and requirements of Owner that are applicable to Engineer's performance of services under this Agreement.
- B. Owner shall provide Engineer with Owner's budget for the Project, including type and source of funding to be used, and will promptly inform Engineer if the budget or funding sources change.
- C. Owner shall inform Engineer in writing of any safety or security programs that are applicable to the personnel of Engineer, its Subconsultants, and Engineer's Subcontractors, as they visit the Site or otherwise perform services under this Agreement.
- D. Owner shall arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement.
- E. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance of its services.
- F. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- G. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 - 1. any development that affects the scope or time of performance of Engineer's services;
 - 2. the presence at the Site of any Constituent of Concern; or
 - 3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.
- H. Owner shall advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- I. If Owner designates a construction manager, site representative, or any individual or entity other than, or in addition to, Engineer to represent Owner at the Site, Owner shall define and set forth as an exhibit to this Agreement the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- J. Owner shall:
 - 1. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.

2. Primarily communicate with Engineer's Subcontractors and Subconsultants through the Engineer.
 - a. Promptly inform Engineer of the substance of any communications between Owner and Engineer's Subcontractors or Subconsultants.
 - b. Refrain from directing the services of Engineer's Subcontractors or Subconsultants.
3. Authorize Engineer to provide Additional Services as set forth in Article 2 of Exhibit A of the Agreement, as required.

2.05 Payment

- A. Owner shall pay Engineer as set forth in Article 4 and Exhibit I.
- B. Engineer's compensation is summarized below. If there is a conflict between the following summary and the contents of Exhibit I, then Exhibit I will prevail.

	Description of Service	Amount	Basis of Compensation
1.	Basic Services (Article 1 of Exhibit A)	\$405,000.00	Lump Sum
2.	Resident Project Representative Services		NOT USED
4.	Additional Services (Article 2 of Exhibit A)	\$105,000.00	Reimbursable/NTE

Based on a ten-month continuous construction period.

1. Compensation items and totals based in whole or in part on Hourly Rates are estimates only.
2. Lump sum amounts incorporate Engineer's labor, overhead, profit, and Engineer's Subcontractor and Subconsultants' charges.

ARTICLE 3—SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit B, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.
- D. If Owner fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if Engineer's services are delayed through no fault of Engineer, Engineer shall be entitled to equitable adjustment of rates and

amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by Engineer in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

ARTICLE 4—INVOICES AND PAYMENTS

4.01 Invoices

- A. Preparation and Submittal of Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices, the progress reporting and special invoicing requirements (if any) in Exhibit A Paragraph 1.01.A, and the terms of Exhibit I. Engineer shall submit its invoices to Owner on a monthly basis. Undisputed invoice amounts are due and payable within 30 days of receipt.

4.02 Payments

- A. Application to Interest and Principal: Payment will be credited first to any interest owed to Engineer and then to principal.
- B. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so; may withhold only that portion so disputed; and must pay the undisputed portion, subject to the terms of Paragraph 4.01. After a disputed item has been resolved, Engineer shall include the agreed-upon amount on a new invoice.
- C. Failure to Pay: If Owner fails to make any undisputed payment due Engineer within 30 days after receipt of Engineer's invoice, then:
 - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and
 - 2. Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement until Owner has paid in full amounts due. Owner waives any and all claims against Engineer for any such suspension.
 - 3. Subject to any limitations expressly set forth in this Agreement, Engineer reserves all rights and remedies available to Engineer under applicable Laws and Regulations.
- D. Sales or Use Taxes: If after the Effective Date any governmental entity takes an action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement will be in addition to the compensation to which Engineer is entitled under the terms of Exhibit I.

ARTICLE 5—OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

- A. Engineer's opinions of probable Construction Cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over

competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 Opinions of Total Project Costs

- A. The services, if any, of Engineer with respect to Total Project Costs will be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6—GENERAL CONSIDERATIONS

6.01 Standards of Performance

- A. Standard of Care: The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. Technical Accuracy: Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information or is directly attributable to others not controlled or engaged by Engineer for the Project.
- C. Engineer's Subcontractors and Subconsultants: Engineer may retain such Engineer's Subcontractors and Subconsultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. Reliance on Others: Subject to the standard of care set forth in Paragraph 6.01.A, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. Compliance with Laws and Regulations, and Policies and Procedures
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations,

- b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures, and
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. General Conditions of Construction Contract: The general conditions for any Construction Contract Documents prepared hereunder are to be the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract, prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise.
- G. Copies of Drawings and Specifications: Engineer shall deliver to Owner at least one complete electronic copy of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations, and one complete printed copy, duly signed and sealed.
- H. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant conditions whose existence Engineer cannot ascertain within the authorized scope of Engineer's services. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to Engineer in any way contingent upon Engineer signing any such document.
- I. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- J. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- K. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer.
- L. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- M. Engineer's services do not include providing legal advice or representation.
- N. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- O. While at the Site, Engineer, its Subconsultants, and Engineer's Subcontractors, and their employees and representatives will comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 Ownership and Use of Documents

- A. All Documents are instruments of service, and Engineer owns the Documents, including all associated copyrights and the right of reuse at the discretion of the Engineer. Engineer shall continue to own the Documents and all associated rights whether or not the Project is completed.
 - 1. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project.
 - 2. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations:
 - a. Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - b. any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Subconsultants;
 - c. OWNER SHALL INDEMNIFY AND HOLD HARMLESS ENGINEER AND ITS OFFICERS, DIRECTORS, MEMBERS, PARTNERS, AGENTS, EMPLOYEES, AND SUBCONSULTANTS FROM ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING OUT OF OR RESULTING FROM ANY USE, REUSE, OR MODIFICATION OF THE DOCUMENTS WITHOUT WRITTEN VERIFICATION, COMPLETION, OR ADAPTATION BY ENGINEER; and
 - d. such limited license to Owner shall not create any rights in third parties.
- B. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.
- C. Engineer shall inform Owner if Engineer is aware of any invention, design, process, product, or device specified in the Drawings, Specifications, or other Documents that is subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights. If Engineer's good-faith inclusion in the Drawings, Specifications, or other Documents of new, innovative, or non-standard technologies, for the benefit of Owner and the Project, results in third-party claims of infringement or violation of intellectual property rights, then Owner and Engineer shall share equally the costs of defending against, settling, or paying such claims.
- D. Engineer will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity, including news and press releases, promotional publications, award and prize competition submittals, and other advertising regarding the subject matter of this Agreement. Nothing herein will limit the Engineer's right to include information in

statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

6.03 Electronic Transmittals

- A. To the fullest extent practical, Owner and Engineer agree to transmit, and accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website.
- B. If this Agreement does not establish or include protocols for transmittal of Electronic Documents by Electronic Means, then Owner and Engineer may operate without specific protocols or may jointly develop such protocols at a later date.

6.04 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G.
- B. Additional Insureds: The Engineer's commercial general liability, automobile liability, and umbrella or excess liability policies, must:
 - 1. include and list as additional insureds Owner, and any individuals or entities identified as additional insureds in Exhibit G;
 - 2. include coverage for the respective officers, directors, members, partners, and employees of all such additional insureds; and
 - 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations).
- C. Owner shall procure and maintain insurance as set forth in Exhibit G.
- D. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer, its Subconsultants, and Engineer's Subcontractors, and their respective officers, directors, members, partners, and employees, to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project. Owner shall give Engineer access to any certificates of insurance and copies of endorsements and policies obtained by Owner from Contractor.
- E. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates must be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
 - 1. Upon request by Owner or any other insured, Engineer shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subconsultants and Engineer's Subcontractors. In any documentation furnished under this provision, Engineer may redact (a) any confidential premium or pricing information and (b) any wording specific to projects or jurisdictions other than those applicable to this Agreement.
- F. All construction contracts entered into by Owner with respect to the Project must require builder's risk or similar property insurance.

- G. All policies of property insurance relating to the Project, including but not limited to any builder's risk or similar policy, must allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer, its Subconsultants, or Engineer's Subcontractors. Owner and Engineer waive all rights against each other, Contractor, Engineer's Subcontractors and Subconsultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any such builder's risk or similar policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- H. All policies of insurance must contain a provision or endorsement that the coverage afforded will not be canceled, and that renewal will not be refused, until at least 10 days' prior written notice has been given to the primary insured. Upon receipt of such notice, the primary insured must promptly forward a copy of the notice to the other party to this Agreement and replace the coverage being cancelled or reduced to conform to the requirements of this Agreement.
- I. At any time, Owner may request that Engineer, or Engineer's Subcontractors or Subconsultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require Engineer's Subcontractors or Subconsultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 Suspension and Termination

A. Suspension

- 1. By Owner: Owner may suspend Engineer's services for up to 90 days upon 7 days' written notice to Engineer.
- 2. By Engineer: Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement:
 - a. if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraphs 4.02.B and 4.02.C;
 - b. in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.09.D; or
 - c. if persistent circumstances beyond the control of Engineer have prevented it from performing its obligations under this Agreement.

B. Termination for Cause

- 1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.

- a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 2. In addition to its termination rights in Paragraph 6.05.B.1, Engineer may terminate this Agreement for cause upon 7 days' written notice:
 - a. if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional;
 - b. if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control; or
 - c. as the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.09.E.
 3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.
- C. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.
- D. Extension of Effective Date of Termination: If Owner terminates the Agreement for cause or convenience, Owner may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files. Engineer shall be entitled to compensation for such tasks.
- E. Payments Upon Termination: In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.02.A.
1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the Documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
 2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above in Paragraph 6.05.E.1., to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel,

costs of terminating contracts with Engineer's Subcontractors or Subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit I.

6.06 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.06.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 2. Nothing in this Agreement will be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 - 3. Owner agrees that the substance of the provisions of this Paragraph 6.06.C will appear in the Construction Contract Documents.

6.07 Dispute Resolution

- A. Owner and Engineer shall resolve all disputes in the following manner:
 - 1. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice, prior to invoking non-binding mediation.
 - 2. Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to non-binding mediation. Owner and Engineer agree to participate in the non-binding mediation process in good faith. The process will be conducted on a confidential basis and must be completed within 120 days from a party's receipt of a notice to mediate. Each party shall assume its own costs associated with the mediation. The mediator's compensation and expenses and any administrative fees or costs associated with the mediation proceeding shall be shared and paid for equally by the parties, unless otherwise agreed in writing.
 - 3. The above Dispute Resolution processes shall not prevent or deter a party from protecting or acting upon lien rights, or from seeking immediate, emergency or injunctive relief from a court of competent jurisdiction and as may be available at law or in equity.

4. If the parties fail to resolve a Dispute through negotiations under Paragraph 6.07.A.1 or non-binding mediation under Paragraph 6.07.A.2, then the parties, or any of them, may exercise their rights at law, including to seek relief or any available remedy in a court of law having competent jurisdiction over the matter.

6.08 Controlling Law; Venue

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.
- B. Venue for any exercise of rights at law will be the state court having jurisdiction at the location of the Project; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which the Project is located.

6.09 Environmental Condition of Site

- A. Owner represents to Engineer that, as of the Effective Date, to the best of Owner's knowledge, no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. Undisclosed Constituents of Concern: For purposes of this Paragraph 6.09, the presence at or adjacent to the Site of Constituents of Concern that were not disclosed to Engineer pursuant to Paragraph 6.09.A., in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as "undisclosed" Constituents of Concern.
 1. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not undisclosed Constituents of Concern.
 2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under this Agreement are not undisclosed Constituents of Concern.
 3. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not undisclosed Constituents of Concern if Engineer has been informed of the general scope of such contract.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate authorities having jurisdiction if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, or if encountered, uncovered, or revealed Constituents of Concern are present in substantially greater quantities or substantially different locations than disclosed or anticipated, or if investigative or remedial action, or other professional services, are necessary or required by applicable Laws and Regulations with respect to such Constituents of Concern, then Engineer may, at its option and without liability for direct, consequential, or any other damages, suspend performance of services on the portion of the Project adversely affected thereby until such

portion of the Project is no longer so affected; and Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

- E. If the presence at the Site of undisclosed Constituents of Concern, or of Constituents of Concern in substantially greater quantities or in substantially different locations than disclosed or anticipated, adversely affects the performance of Engineer's services under this Agreement, then:
 - 1. if the adverse effects do not preclude Engineer from completing its Project services in general accordance with this Agreement on unaffected or marginally affected portions of the Project, Engineer may accept an equitable adjustment in its compensation or in the time of completion, or both; and the Agreement will be amended to reflect changes necessitated by the presence of such Constituents of Concern; or
 - 2. if the adverse effects are of such materiality to the overall performance of Engineer that it cannot complete its services without significant changes to the scope of services, time of completion, and compensation, then Engineer may terminate this Agreement for cause on 7 days' written notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and will not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 Indemnification and Mutual Waiver

- A. Indemnification by Engineer: To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors.
- B. Indemnification by Owner: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, shareholders, members, partners, employees, and Subconsultants, and Engineer's Subcontractors, from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, or others retained by or under contract to the Owner with respect to this Agreement or to the Project

- C. Environmental Indemnification: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer, its Subconsultants, Engineer's Subcontractors, and their officers, directors, members, partners, agents, employees, and subconsultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorney's fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that:
 - 1. any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and
 - 2. nothing in this paragraph obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. No Defense Obligation: The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. Percentage Share of Negligence: To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- F. Mutual Waiver: To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital. Notwithstanding the above Mutual Waiver or other provision in this Agreement to the contrary, and for the sake of clarity, Engineer expressly reserves and shall not be deemed to have waived any lien rights of any kind available to Engineer at law or in equity.

6.11 Records Retention

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.12 Miscellaneous Provisions

- A. Notices: Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.

- B. Survival: Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. Severability: Any provision or part of the Agreement, including any provision or part of any Exhibit made part hereof, held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Engineer, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. No Waiver: A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.
- E. Accrual of Claims: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to Engineer.
- F. The prevailing party in the prosecution or defense of any legal proceeding arising from this Agreement (including any Exhibits made a part hereof) shall be entitled to recover from the non-prevailing party, all reasonable attorney's fees, expenses (including expert fees), and costs incurred by the prevailing party in such legal proceeding.

ARTICLE 7—DEFINITIONS

7.01 Defined Terms

- A. Wherever used in this Agreement (including the exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
 - 1. Addenda—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 - 2. Additional Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 2 of Exhibit A of this Agreement.
 - 3. Agreement—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 - 4. Application for Payment—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
 - 5. Basic Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 1 of Exhibit A of this Agreement.

6. Bidding/Proposal Documents—Documents related to the selection of the Contractor, including advertisements or invitations to bid; requests for proposals; instructions to bidders or proposers, including any attachments such as lists of available Site-related documents; bid forms; bids; proposal forms; proposals; bidding requirements; and qualifications documents.
7. Change Order—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
8. Change Proposal—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
9. Constituents of Concern—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
10. Construction Contract—The entire and integrated written contract between Owner and Contractor concerning the Work.
11. Construction Contract Documents—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract. See also definition of “Front-End Construction Contract Documents” below.
12. Construction Contract Price—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
13. Construction Contract Times—The number of days or the dates by which Contractor must: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
14. Construction Cost—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
15. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, or Subconsultants, or Engineer’s Subcontractors), performing or supporting construction activities relating to the Project, including but not limited to

Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, design-builders, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

16. Contractor—The entity or individual with which Owner enters into a Construction Contract.
17. Documents—All documents expressly identified as deliverables in this Agreement, whether in printed or Electronic Document form, required by this Agreement to be provided or furnished by Engineer to Owner. Such specifically required deliverables may include, by way of example, Drawings, Specifications, data, reports, building information models, and civil integrated management models.
18. Drawings—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. Effective Date—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. Electronic Document—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
21. Electronic Means—Electronic mail (e-mail), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Agreement. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
22. Engineer—The individual or entity named as such in this Agreement.
23. Engineer's Subcontractor—An individual, firm, vendor, or other entity having a contract with Engineer to furnish general services, equipment, or materials with respect to the Project as an independent contractor.
24. Field Order—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
25. Front-End Construction Contract Documents—Those Construction Contract Documents whose primary purpose is to establish legal and contractual terms and conditions, typically including the Owner-Contractor agreement, bonds, general conditions, and supplementary conditions. The term excludes the Drawings and Specifications, and any Construction Contract Documents delivered or issued after the effective date of the Construction Contract.

26. Laws and Regulations; Laws or Regulations—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
27. Owner—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
28. Project—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
29. Record Drawings—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
30. Resident Project Representative—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of the RPR.
31. Samples—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
32. Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
33. Site—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
34. Specifications—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
35. Subconsultant—An individual, design firm, consultant, or other entity having a contract with Engineer to furnish professional services with respect to the Project as an independent contractor.
36. Subcontractor—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
37. Submittal—A written or graphic document, prepared by or for Contractor, which the Construction Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals

may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Construction Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Construction Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

38. Substantial Completion—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
39. Supplier—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
40. Total Project Costs—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties and private utilities (including relocation if not part of Construction Cost), Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
41. Underground Facilities—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
42. Work—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

43. Work Change Directive—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.
- B. Terminology
1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8—EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits to Agreement

The following exhibits are incorporated by reference and included as part of this Agreement:

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Deliverables Schedule.
- C. Exhibit C, Amendment to Owner-Engineer Agreement (form).
- D. Exhibit D, NOT USED.
- E. Exhibit E, Notice of Acceptability of Work (form).
- F. Exhibit F, NOT USED.
- G. Exhibit G, Insurance.
- H. Exhibit H, NOT USED.
- I. Exhibit I, Payments to Engineer for Services and Reimbursable Expenses.

8.02 Total Agreement

- A. This Agreement (which includes the exhibits listed above) constitutes the entire contractual agreement between Owner and Engineer and supersedes all prior written or oral understandings, representations and discussions between Owner and Engineer, and the parties disclaim any and all reliance on such prior written or oral understandings, representations and discussions. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit C to this Agreement.

8.03 Designated Representatives

- A. With the execution of this Agreement, Engineer and Owner shall each designate a specific individual to act as representative under this Agreement. Such an individual must have authority to transmit instructions, receive information, and render decisions with respect to this Agreement on behalf of the party that the individual represents.

8.04 Engineer's Certifications

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.05 Conflict of Interest

- A. Nothing in this Agreement will be construed to create or impose any duty on the part of Engineer that would be in conflict with Engineer's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing Engineer, its Subconsultants, and all licensed professionals employed by Engineer or its Subconsultants.
- B. If during the term of this Agreement a potential or actual conflict of interest arises or is identified:
 1. Engineer and Owner together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict of interest; and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue.
 2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent Owner's policies, procedures, and requirements (including any conflict of interest resolution methodologies) provided to Engineer under Paragraph 2.04.A of this Agreement.

This Agreement's Effective Date is _____, 2024.

Owner:

CITY OF KRUM

(name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

Address for giving notices:

Engineer:

PARKHILL

(name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

Ryan Kennerly, PE

(typed or printed)

Title:

Principal

(typed or printed)

Designated Representative:

Name:

Landon Allen, PE

(typed or printed)

Title:

Project Manager

(typed or printed)

Address:

255 N. Center Street, Suite 100

Arlington, Texas 76011

Phone:

817.633.0431

Email:

LAllen@parkhill.com

Address for giving notices:

255 N. Center Street, Suite 100

Arlington, Texas 76011

EXHIBIT A—ENGINEER’S SERVICES

This document is a MODIFIED version of EJCDC® E-500, Copyright® 2020 by the National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers, or is based in part on excerpts from copyrighted EJCDC documents. All rights reserved. Those portions of the text that originated in copyrighted EJCDC documents remain subject to the copyright.

Exhibit A Table of Contents

Article 1— BASIC SERVICES	2
1.01 Project Management	2
1.02 Utility Coordination.....	2
1.03 Not Used	4
1.04 Final Design Phase.....	4
1.05 Bidding/Proposal Phase	6
1.06 Construction Phase	7
1.07 Post-Construction Phase	13
Article 2— ADDITIONAL SERVICES	14
2.01 Additional Services Not Requiring Owner’s Written Authorization	14
2.02 Additional Services Requiring Owner’s Written Authorization	15

Article 1 of the Agreement, Services of Engineer, is supplemented to include the following provisions:

Baseline Information: Owner has furnished the following Project information to Engineer as of the Effective Date. Engineer’s scope of services has been developed based on this information. As the Project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of services.

Project Title:	City of Krum FM 1173 Utility Relocation
Type and Size of Facility:	N/A
Description of Improvements:	Relocation of city-owned water and wastewater utilities due to proposed improvements to FM 1173.
Expected Construction Start:	December 2024
Prior Studies, Reports, Plans:	TxDOT Provided Information (CAD, Design, Level B SUE)
Facility Location(s):	SH 1173 from FM256 to Masch Branch Road
Current Project Budget:	N/A
Funding Sources:	City Funds. No state agency reimbursement is anticipated
Known Design Standards:	43 TAC 21; 30 TAC 290; 30 TAC 217
Known Project Limitations:	N/A
Project Assumptions:	N/A
Other Pertinent Information:	N/A

Engineer shall provide Basic and Additional Services as set forth below.

ARTICLE 1—BASIC SERVICES

1.01 Project Management

- A. All phases of Engineer's services will include management of Engineer's Project-specific responsibilities, including but not limited to the following management tasks, whether separately tracked and itemized or included as being incidental to other phase and scope task items.
 - 1. Coordinate services within Engineer's internal team, and with Engineer's Subconsultants.
 - 2. Prepare for and participate in meetings with consultants and contractors working on other parts of the Project that may affect, or be affected by, Engineer's services.
 - 3. Conduct ongoing management tasks, including:
 - a. Maintaining communications records and files pertaining to or arising from Engineer's services;
 - b. With respect to Engineer's services and other directly relevant parts of the Project, prepare for and participate in periodic progress meetings with Owner to discuss progress, schedule, budget, issues, potential problems and their resolution; and
 - c. Preparing agendas prior to and minutes following all Engineer-led meetings.
 - d. Prepare monthly invoices.
- B. The source documents for the draft and final Specifications in all phases of Engineer's services will be Engineer's standard specifications, unless otherwise mutually agreed upon by the parties.

1.02 Utility Coordination

- A. Attend monthly and special meetings with TxDOT to represent the City. Up to twenty (20) meetings are anticipated during design and construction.
- B. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
- C. Identify, study and/or evaluate potential solution(s) to meet Owner's Project requirements, as needed.
- D. Visit the Site, to review existing conditions and facilities (Five (5) total).
- E. Assess initially available Project information and data, including the Baseline Information set forth at the beginning of this Exhibit A.
- F. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related information and data, for Engineer's use in the evaluation of potential solution(s) to Owner's Project requirements.

- G. After consultation with Owner, recommend the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.
- H. Identify, consult with, and analyze requirements of authorities having jurisdiction to permit or approve construction or operation of the portions of the Project to be designed or specified by Engineer.
- I. Advise the Owner of any need for Owner to provide data or services of the types described in Article 2 of the Agreement, Owner's Responsibilities, for use in Project design, or in preparation for Contractor selection and construction.
- J. Utilities, including Underground Facilities
 - 1. Review any utility mapping and surveys and other utilities documentation made available by Owner and TxDOT. Take note of observable utilities during Site visit.
 - 2. Identify, in a preliminary manner and to the extent determinable by such mapping or other information provided by Owner, and by observations at the Site, those utilities (whether above-ground utilities of any type, or Underground Facilities) likely to be affected by the Project construction and additional utility facilities or extensions that will be needed to serve the Project.
 - 3. If the impact on existing utilities or the need for additional utility facilities or extensions cannot reasonably be determined in a preliminary manner from mapping or other information provided by Owner, or such information was not available from Owner, then assist Owner in evaluating the need to either obtain additional utility mapping and utility documentation during the Utility Coordination, or undertake other alternative approaches and contingencies to account for utility uncertainties in this phase.
 - 4. Advise Owner of additional utility documentation and coordination needed during the design and construction phases to adequately assess, mitigate, and manage the impact of the Project (including any additional utility facilities or extensions needed to serve the Project) on existing utilities.
 - 5. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner regarding the extent and identification and mapping of existing Underground Facilities during the design and construction phases.
- K. Develop a scope of work and survey limits for any topographic and other surveys necessary for design. For recommended survey deliverables, specify a) required technical specifications; b) pertinent datum; c) survey limits, and d) formats of deliverables.
- L. Develop the scope of any geotechnical investigations necessary for design. For recommended geotechnical investigation deliverables, specify a) types, b) locations and c) formats of deliverables.
- M. Prepare a schematic layout to indicate the agreed-to requirements, TxDOT required relocations, and Engineer's recommended solution(s).
- N. Based on the Scope of Work developed, prepare an Opinion of Probable Cost (OPC).
- O. Furnish the Utility Coordination deliverables to Owner pursuant to the requirements of the Deliverables Schedule in Exhibit B and review the deliverables with Owner.

- P. Revise the Utility Coordination deliverables in response to Owner's or TxDOT's comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.
- Q. Prepare, submit, and maintain all necessary TxDOT permits for proposed utility work, notify OWNER once an approved permit has been received.
- R. Assist OWNER in assembling, preparing, and submitting the TxDOT Standard Utility Agreement and attaining an executed TxDOT Utility Agreement.

1.03 Not Used

1.04 Final Design Phase

- A. After acceptance by Owner of the Utility Coordination Phase ; issuance by Owner of any instructions for specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner; and any necessary changes, refinements, and supplementation of the Baseline Information set forth at the beginning of this Exhibit A, Engineer and Owner shall discuss, resolve, and document any necessary revisions to Engineer's scope of services, compensation (through application of the provisions regarding Additional Services, or otherwise), and the time for completion of Engineer's services, resulting from specific modifications to the Project, or changes, refinements, or supplementation of the Baseline Information.
 - 1. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is one (1). If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.
- B. Upon written authorization from Owner, Engineer shall prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.. As part of the preparation of the Drawings and Specifications, Engineer shall prepare interim drafts and final Drawings and Specifications as follows, pursuant to the Deliverables Schedule in Exhibit B:
 - 1. Final Drawings and Specifications that address Owner comments; complete the design; are suitable for estimating and pricing by prospective Contractors; and are complete and ready for construction.
- C. In preparing the Specifications (and any bidding, contract, or other documents that are part of Engineer's scope of services), Engineer shall obtain from Owner or Owner's legal counsel any relevant constraints such as requirements for use of domestic steel and iron, other domestic purchasing requirements, statutory restrictions on utilizing proprietary specifying methods, and the like, and comply with or account for such constraints in drafting Specifications, Bidding/Proposal Documents, and other Project documents.
- D. Engineer shall prepare or assemble draft Bidding/Proposal Documents and Front-End Construction Contract Documents as follows:
 - 1. Such documents will be based on the Engineer's standard Construction Documents, and on the specific bidding or Contractor selection-related instructions and forms, contract forms, text, or other content received from Owner.
 - 2. When Engineer is required to use other than the Engineer's standard Construction Documents, then as required in the Preliminary Design Phase Owner will furnish to

Engineer a copy of the required documents to be used for the Project's Bidding/Proposal Documents and Front-End Construction Contract Documents. Prior to the first Final Design Phase submittal, Engineer will review the bidding and contracting documents furnished by Owner and provide comments to Owner. Engineer will meet with Owner to discuss Engineer's comments. Owner will consider Engineer's recommendations to revise Owner's documents for the Project.

3. Engineer will furnish to Owner, for review by Owner's legal counsel, the draft Bidding/Proposal Documents and Front-End Construction Contract Documents. Owner and Owner's legal counsel must transmit to Engineer, in a timely manner, one coordinated set of comments and revisions to the draft documents.
- E. During the Final Design Phase the Engineer shall continue to account for above-ground utilities and Underground Facilities as the design advances and is finalized. This may include:
1. performing the services assigned to Engineer under the Utility Coordination Procedure described in Exhibit A Paragraph 1.02 above
 2. addressing required and proposed activities or mitigations identified in the analysis of utilities and by the Underground Facilities Procedure as having an impact on the final design and considering such in preparing the Drawings and Specifications.
- F. Engineer shall perform or furnish the following other Final Design Phase services:
1. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
 2. Assist with or prepare applications for permits and approvals, as follows:
 - a. Prepare the following applications for Owner's submittal to authorities having jurisdiction over the construction or operation of the Project (Any applicable permit fees to be paid for by Owner):
 - TxDOT Standard Utility Agreement
 - BNSF (Permit
 - TCEQ
 - THC (Cultural Desktop Review only)
 - b. Confer with Owner regarding revisions, if any, to the application(s), and make appropriate revisions to the application(s) for Owner's resubmittal to the authority having jurisdiction.
 - c. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of the authorities having jurisdiction listed above, including applications for review or approval of the final design.
 - d. Identify and indicate in the Construction Contract Documents the permits and approvals for which Contractor will be responsible, including work permits, building permits, and other permits and approvals that will be Contractor's responsibility; and, in addition, indicate those permits initially obtained by Owner for which Contractor will be a co-permittee, together with associated requirements.

- e. Unless expressly indicated otherwise, Engineer's scope and budget includes attending one meeting or conference call with each permit and approval-issuing agency to discuss the Project and receive the agency's comments on the application.
 - f. Engineer does not guarantee issuance of any required permit or approval.
 - g. Fees charged by authorities having jurisdiction for such permits or approvals are the responsibility of Owner.
- 3. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost. Furnish to Owner an updated opinion of probable Construction Cost with the interim and final deliverables of the Drawings and Specifications.
 - 4. After consultation with Owner, include in the Front-End Construction Contract Documents any Electronic Document Protocol addressing specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website.
 - 5. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
 - 6. Review the preliminary schedule for the Construction Phase and advise Owner when initial understanding of the Construction Contract Times must or should be revised and furnish Owner with recommendations on revisions to the proposed Construction Contract Times.
- G. Engineer shall complete the Final Design Phase as follows:
- 1. Pursuant to the requirements of the Deliverables Schedule in Exhibit B, furnish for review by Owner, its legal counsel, and other advisors, the final Drawings and Specifications (as set forth in Exhibit A Paragraph 1.04.B.3 above); assembled drafts of other Construction Contract Documents including the draft Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; the most recent opinion of probable Construction Cost; and any other Final Design Phase deliverables, and review the deliverables with Owner.
 - 2. Revise the final Design Phase deliverables in response to Owner's comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.
 - 3. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications; assembled drafts of the Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; and any other Final Design Phase deliverables, as revised.

1.05 Bidding/Proposal Phase

- A. After acceptance by Owner of the final Drawings and Specifications; assembled drafts of other Construction Contract Documents, including the draft Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and any other Final Design Phase deliverables, and upon written authorization by Owner to proceed, Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work; assist Owner in issuing assembled Bidding/Proposal Documents and proposed Construction Contract Documents to prospective contractors; if applicable, maintain a record of prospective contractors to which documents have been issued; attend pre-bid conferences (maximum of two (2)), if any; and receive and process contractor deposits or charges, if any, for the issued documents.
 - a. Distribution by Engineer.
2. Prepare and issue addenda as appropriate to clarify, correct, or change the issued documents.
3. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Exhibit A Paragraph 2.01.A.2.
4. Attend the bid opening (maximum of two (2)); prepare bid tabulation sheets; and assist Owner in evaluating bids or proposals, assembling final Construction Contracts for the Work for execution by Owner and Contractor, and in preparing notices of award to be issued by Owner for such contracts.
5. Provide information or assistance needed by Owner in the course of any review of bids, proposals, or negotiations with prospective contractors.
6. Consult with Owner as to the qualifications of prospective contractors.
7. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
9. The Bidding/Proposal Phase will be considered complete upon award of Construction Contracts for the Work and commencement of the Construction Phase, or upon cessation of negotiations with prospective contractors.

1.06 Construction Phase

- A. After completion of the Final Design Phase and concurrent with the Bidding/Proposal Phase, and after issuance by Owner of any instructions for specific modifications or changes in the scope, extent, character, design, schedule, number of prime construction contracts, and other construction requirements of the Project during the Construction Phase desired by Owner, the Engineer and Owner shall discuss, resolve, and document any necessary revisions to Engineer's scope of services or compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from specific modifications to the Project.

- B. Upon successful completion of the Bidding/Proposal Phase, and upon written authorization from Owner, Engineer shall provide the following services:
1. General Administration of Construction Contract: Consult with Owner and act as Owner's representative as provided in this Agreement and the Construction Contract. Unless otherwise set forth in the scope of Basic Services (as duly modified), the extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2018) or other construction general conditions specified in this Agreement. Except as otherwise provided in the Construction Contract, Owner's communications to Contractor will be issued through Engineer.
 2. Field Office: *Not Applicable*.
 3. Selection of Independent Testing Laboratory: Assist Owner in the selection of an independent testing laboratory to perform required testing services.
 4. Pre-Construction Conference: Participate in a pre-construction conference (maximum of two (2) prior to commencement of Work at the Site; prepare and distribute agenda for the conference and prepare and distribute minutes of such conference.
 5. Electronic Transmittal Protocols: If the Construction Contract does not establish protocols for transmittal of Electronic Documents by Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
 6. Original Documents: If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
 7. Schedules: Receive, review, and subject to the criteria of the Construction Contract, determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the progress schedule, schedule of submittals, and schedule of values. Advise Contractor in writing of Engineer's comments or acceptance of schedules.
 - a. Schedules will be acceptable to Engineer as to form and substance:
 - 1) Progress Schedule: if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefore.
 - 2) Contractor's Schedule of Submittals: if it provides a workable arrangement for reviewing and processing the required Submittals.
 - 3) Contractor's Schedule of Values: if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

8. Baselines and Benchmarks: As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. Permits: Provide Owner with copies of technical information and supporting data previously obtained or developed by Engineer for Owner's use, or for Owner to provide to Contractor, in obtaining required permits and licenses delegated to Contractor by Owner.
10. Visits to Site and Observation of Construction: In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of the Work, as Engineer deems necessary, to observe as an experienced and qualified design professional, the progress of Contractor's executed Work. Such visits and observations by Engineer, including its RPR, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment.. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work. Engineer will make a report of Engineer's visit, summarizing Engineer's general observations and any significant findings.
 - b. The purpose of Engineer's visits to the Site will be to enable Engineer to better carry out the duties and responsibilities assigned to by this Agreement and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer will not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor will Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.
11. Defective Work: If, on the basis of Engineer's observations or as indicated in documentation available to Engineer, Engineer believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract

Documents, Engineer will promptly issue written notice to Contractor (with copy to Owner) of such defective Work. Such notice will communicate the scope, extent (to Engineer's understanding) of defect, and associated provisions of the Construction Contract Documents.

- a. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting the defective Work in accordance with the provisions of the Construction Contract Documents. Engineer shall give notice to Contractor regarding whether the defective Work should be repaired, replaced, or will be accepted by Owner.
 - b. However, Engineer's authority to provide this information to Owner or Engineer's decision to exercise or not exercise such authority will not give rise to a duty or responsibility of the Engineer to Contractors, Subcontractors, material and equipment suppliers, their agents or employees, or any other person(s) or entities performing any of the Work, including but not limited to any duty or responsibility for Contractors' or Subcontractors' safety precautions and programs incident to the Work.
12. Compatibility with Design Concept: If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
13. Clarifications and Interpretations: Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs) or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
14. Non-reviewable Matters: If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (a) the performance or acceptability of the Work under the Construction Contract Documents, (b) the design (as set forth in the Drawings, Specifications, or otherwise), or (c) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
15. Field Orders: Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
16. Change Orders and Work Change Directives: Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
17. Change Proposals and Claims
 - a. Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within ten (10) days after receipt of the Contractor's

supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal.

- b. Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
18. Differing Site Conditions: Respond to any notice from Contractor of differing site conditions, including conditions relating to Underground Facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use subject to limitations of Engineer's obligations under this Agreement.
19. Contractor's Submittals: Review and approve or take other appropriate action with respect to required Contractor Submittals, but only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Construction Contract Documents, and for compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's Submittal schedule that Engineer has accepted.
20. Substitutes and "Or-equals": Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Exhibit A Paragraph 2.01.A.2.
21. Inspections and Tests
- a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining whether the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
 - b. Reply to Contractor requests for written concurrence that specific portions of the Work that are to be inspected, tested, or approved may be covered.
 - c. Issue written requests to Contractor that specific portions of the Work remain uncovered.
 - d. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - e. Pursuant to the terms of the Construction Contract, require additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

22. Contractor's Applications for Payment: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
- a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set offs) based on the provisions for set offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, within the limits of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).
 - b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
23. Contractor's Completion Documents: Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Exhibit A Paragraph 1.06.B.20. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record

documents will be to check that Contractor has submitted a complete set of those documents that Contractor is required to submit.

24. Substantial Completion: Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, visit the Site in company with Owner and Contractor to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
 25. Completion and Acceptability of the Work: After notice from Contractor that the Work is complete:
 - a. visit the Site with Owner and Contractor to determine if the Work is in fact complete and acceptable;
 - b. notify Contractor of any part of the Work that is found during the visit to be incomplete or defective, and subsequently confirm that Contractor has corrected any such deficiencies;
 - c. follow the procedures in the Construction Contract regarding review and response to Contractor's application for final payment and accompanying documentation; and
 - d. if Engineer is satisfied that the Work is complete and acceptable, provide a notice to Owner and Contractor using EJCDC® C-626, Notice of Acceptability of Work (attached as Exhibit E), stating that the Work is acceptable (subject to the provisions of the Notice and this Exhibit A) within the limits of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.
 26. Standards for Certain Construction-Phase Decisions: Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- C. Duration of Construction Phase: The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractor. If the Project involves more than one prime contract as indicated in Exhibit A Paragraph 1.04.A.1, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

1.07 Post-Construction Phase

- A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:
 - 1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
 - 2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate 12 months after the commencement of the Construction Contract's correction period.

ARTICLE 2—ADDITIONAL SERVICES

2.01 Additional Services Not Requiring Owner's Written Authorization

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit I.
 - 1. Substantive design and other technical services in connection with Work Change Directives, Change Proposals, and Change Orders to reflect changes requested by Owner.
 - 2. Services essential to the orderly progress of the Bidding/Proposal and Construction Phases and not wholly quantifiable prior to those Phases or otherwise dependent on the actions of prospective individual bidders or contractors and including:
 - a. making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items;
 - b. services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project;
 - c. evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract; and
 - d. providing to the Contractor or Owner additional or new information not previously prepared or developed by the Engineer for their use in applying for or obtaining required permits and licenses, in responding to agency comments on such applications, or in the administration of any such permits or licenses.

3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
5. Implement coordination of Engineer's services with other parts of the Project that are not planned or designed by Engineer or its Subconsultants, unless Owner furnished to Engineer substantive information about such other parts of the Project prior to the parties' entry into this Agreement, in the Baseline Information section of this Exhibit A, or otherwise in Exhibit A; if such substantive information has been so provided, coordination of Engineer's services will be part of Basic Services.
6. Implement the specific parts of an Underground Facilities Procedure that are assigned to Engineer, or above-ground utilities tasks that are assigned to Engineer as the Project progresses (but not including the design-related services already assigned to Engineer as a Basic Service).
7. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
8. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
9. Reviewing a Shop Drawing or other Contractor submittal more than two (2) times, as a result of repeated inadequate submissions by Contractor.
10. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.
11. To the extent the Project is subject to Laws and Regulations governing public or government records disclosure or non-disclosure, Engineer will comply with provisions applicable to Engineer, and Owner will compensate Engineer as Additional Services for Engineer's costs to comply with any disclosure or non-disclosure obligations beyond those identified in the Basic Services.
12. Services directly attributable to changes in Engineer's Electronic Documents obligations after the effective date of the Agreement.

2.02 Additional Services Requiring Owner's Written Authorization

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit I.
 1. Obtain or provide specified additional Project-related information and data to enable Engineer to complete its Basic and Additional Services.

2. Preparation of special and customized reporting, invoicing, and related support documentation in addition to that identified to be provided under Basic Services.
3. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
4. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
5. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
6. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
7. Providing renderings or models for Owner's use, including development, management, and other services in support of building information modeling or civil integrated management.
8. Undertaking investigations and studies including, but not limited to:
 - a. All-hazards risk assessments and other studies to evaluate the feasibility of enhancing the resiliency of the design;
 - b. detailed consideration of operations, maintenance, and overhead expenses;
 - c. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - d. preparation of appraisals;
 - e. with respect to proprietary systems or processes requiring licensing, providing services necessary to assist Owner in obtaining such licensing.
 - f. detailed quantity surveys of materials, equipment, and labor; and
 - g. audits or inventories required in connection with construction performed or furnished by Owner.

9. Furnishing services of Subconsultants or Engineer's Subcontractors for other than Basic Services.
10. Providing data or services of the types described in Article 2, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
11. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Exhibit A Paragraph 1.03.A.1.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor and administering Owner's contract for such services.
12. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Article 1 of Exhibit A).
13. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
14. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents); preparing pre-qualification procedures and documents and participating in pre-qualifying prospective Bidders; and preparing Construction Contract Documents for alternate bids.
15. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
16. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all addenda and any amendments negotiated by Owner and Contractor.
17. Services to assist Owner in developing or modifying protocols for transmittal of Electronic Documents by Electronic Means after the effective date of this Agreement, either by revising or adapting Exhibit F to the Project or implementing other Electronic Documents protocols among Project participants.
18. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
19. Preparing Record Drawings and furnishing such Record Drawings to Owner.
20. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
21. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.

22. Preparation of operation, maintenance, and staffing manuals.
23. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
24. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
25. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
26. Preparing to serve or serving as a consultant or witness for, or producing documents for or on behalf of, Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Project (but not including disputes between Owner and Engineer).
27. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Exhibit A Paragraph 1.06.B.9; any type of property surveys or related engineering services needed for the transfer of interests in real property; providing construction and property surveys to replace reference points or property monuments lost or destroyed during construction; and providing other special field surveys.
28. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
29. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
30. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

EXHIBIT B—DELIVERABLES SCHEDULE

This document is a MODIFIED version of EJCDC® E-500, Copyright® 2020 by the National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers, or is based in part on excerpts from copyrighted EJCDC documents. All rights reserved. Those portions of the text that originated in copyrighted EJCDC documents remain subject to the copyright.

Paragraphs 2.04.E, 3.02.A, and Exhibit A of the Agreement are supplemented by the following paragraph and table.

Engineer shall furnish Documents to Owner as required in Column 2 of the following table (and as further described in Exhibit A), according to the schedule in Column 4. Owner shall comment or take other identified actions with respect to the Documents as indicated in Column 2 (and as further described in Exhibit A), according to the schedule in Column 4.

Party	Action	Exhibit A Reference	Schedule
Utility and Coordination Phase			
Engineer	Submit 1 review copy of Utility Coordination Phase deliverables to Owner.	1.02.A.17	Within 90 days of the Effective Date.
Final Design Phase			
Engineer	Submit to Owner: 1 copy of the revised final, completed, pricing-ready and construction-ready Drawings and Specifications; and 1 of copy of assembled Bidding/Proposal and Front-End Construction Contract Documents, and any other Final Design Phase deliverables.	1.03.G.2 1.03.G.3	Within 180 days of Owner's authorization to proceed with Final Design Phase Services.
Bidding/Proposal Phase			
Engineer	Submit 1 copy of Bidding/Proposal Phase deliverables (if any) identified in Exhibit A Paragraph 1.04.A.9.a to Owner.	1.04.A.9.a	Within 45 days of written authorization by Owner to proceed with Bidding/Proposal Phase services.
Construction Phase			
Engineer	Submit 1 copy of Construction Phase deliverables (if any) identified in Exhibit A Paragraph 1.05.B.26.a to Owner.	1.05.B.26.a	Within 300 days of applicable benchmark event such as commencement of the Construction Contract Times.
Post-Construction Phase			
Engineer	Submit 1 copy of Post-Construction Phase deliverables (if any) identified in Exhibit A Paragraph 1.06.A.3.a to Owner.	1.06.A.3.a	Within 15 days of Substantial Completion.

EXHIBIT C—AMENDMENT TO OWNER-ENGINEER AGREEMENT

This document is a MODIFIED version of EJCDC® E-500, Copyright® 2020 by the National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers, or is based in part on excerpts from copyrighted EJCDC documents. All rights reserved. Those portions of the text that originated in copyrighted EJCDC documents remain subject to the copyright.

AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. _____

Owner: **City of Krum**

Engineer: **Parkhill**

Project:

Effective Date of Owner-Engineer Agreement:

Nature of Amendment: (Check those that apply)

- ☐ Additional Services to be performed by Engineer
- ☐ Modifications to services of Engineer
- ☐ Modifications to responsibilities of Owner
- ☐ Modifications of payment to Engineer
- ☐ Modifications to time(s) for rendering services
- ☐ Modifications to other terms and conditions of the Agreement

Description of Modifications:

[Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary. Include cost breakdown and documentation, if applicable.]

Agreement Summary:

Original agreement amount:

Net change for prior amendments:

This amendment amount:

Adjusted Agreement amount:

Change in time for services (days or date, as applicable):

Except as expressly modified herein, no other provisions of the Agreement between the Engineer and Client are affected or modified by this Amendment, and all such provisions in the Agreement shall apply to this Amendment. The Agreement, as amended by this Amendment, shall remain in full force and effect. This Amendment, together with the Agreement and any other amendments duly executed by the parties, constitutes the entire agreement and understanding between the Engineer and Client, concerning the subject matter thereof. This Amendment may be executed and delivered (including by facsimile or Portable Document Format (.pdf) transmission) in several counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument. Facsimile and other electronic copies of manually or electronically signed originals shall have the same effect as manually-signed originals and shall be binding on the undersigned parties.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. The Effective Date of the Amendment is _____.

Owner

City of Krum

(typed or printed name of organization)

By: _____

(individual's signature)

(Attach evidence of authority to sign.)

Date: _____

(date signed)

Name: _____

(typed or printed)

Title: _____

(typed or printed)

Engineer

Parkhill

(typed or printed name of organization)

By: _____

(individual's signature)

(Attach evidence of authority to sign.)

Date: _____

(date signed)

Name: _____

(typed or printed)

Title: _____

(typed or printed)

EXHIBIT E—NOTICE OF ACCEPTABILITY OF WORK

This document is a MODIFIED version of EJCDC® E-500, Copyright© 2020 by the National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers, or is based in part on excerpts from copyrighted EJCDC documents. All rights reserved. Those portions of the text that originated in copyrighted EJCDC documents remain subject to the copyright.

Owner: City of Krum

Engineer: Parkhill

Contractor:

Project:

Contract Name: City of Krum FM 1173

Utility Relocation

Notice Date:

Owner's Project No.:

Engineer's Project No.: 04264724.00

Contractor's Project No.:

Effective Date of the Construction Contract:

The Engineer hereby gives notice to the Owner and Contractor that Engineer recommends final payment to Contractor, and that the Work furnished and performed by Contractor under the Construction Contract is acceptable, expressly subject to the provisions of the Construction Contract's Contract Documents ("Contract Documents") and of the Agreement between Owner and Engineer for Professional Services dated _____ ("Owner Engineer Agreement"). This Notice of Acceptability of Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

1. This Notice has been prepared with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice has been prepared to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's Work) under the Owner Engineer Agreement, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Owner Engineer Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract and is subject to Owner's reservations of rights with respect to completion and final payment.

Engineer

By (signature): _____

Name (printed): _____

Title: _____

EXHIBIT G—INSURANCE

This document is a MODIFIED version of EJCDC® E-500, Copyright® 2020 by the National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers, or is based in part on excerpts from copyrighted EJCDC documents. All rights reserved. Those portions of the text that originated in copyrighted EJCDC documents remain subject to the copyright.

ARTICLE 1—INSURANCE

Paragraph 6.04 of the Agreement, Insurance, is supplemented to include the following Exhibit G Paragraphs 1.01 and 1.02:

1.01 Insurance Policies and Limits

- A. In accordance with Paragraph 6.04.A of the Agreement, the insurance that Engineer must procure and maintain, and the policy limits of such insurance, are as follows:

Coverage	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Employer's Liability	
Each accident	\$1,000,000
Each employee – Disease	\$1,000,000
Policy limit – Disease	\$1,000,000
Commercial General Liability	
General Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000
Automobile Liability	
Bodily Injury	
Each Person	\$
Each Accident	\$
Property Damage	
Each Accident	\$
Or	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000
Excess or Umbrella Liability	
Each Occurrence	\$6,000,000
General Aggregate	\$6,000,000
Professional Liability	
Each Claim	\$2,000,000
Annual Aggregate	\$4,000,000
Other Insurance [Specify]	
Each Claim	\$
General Aggregate	\$

- B. In accordance with Paragraph 6.04.C of the Agreement, the insurance that Owner must procure and maintain, and the policy limits of such insurance, are as follows:

Coverage	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Employer's Liability	
Each accident	\$1,000,000
Each employee\$	\$1,000,000
Policy limit	\$1,000,000
Commercial General Liability	
General Aggregate	\$2,000,000
Personal and Advertising Injury	\$2,000,000
Bodily Injury and Property Damage—Each Occurrence	\$2,000,000
Automobile Liability	
Bodily Injury	
Each Person	\$
Each Accident	\$
Property Damage	
Each Accident	\$
Or	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000
Excess or Umbrella Liability	
Each Occurrence	\$6,000,000
General Aggregate	\$6,000,000
Other Insurance [Specify]	
Each Claim	\$
General Aggregate	\$

1.02 Additional Insureds

- A. Owner shall cause Engineer, its Subconsultants, and its Engineer's Subcontractors to be listed as additional insureds on any of Owner's general liability policies that are applicable to the Project. The following individuals or entities are to be listed on Owner's general liability policies of insurance (and on Contractor's policies required under Paragraph 6.04.D of the Agreement) as additional insureds:

Name of Additional Insured	Address
Parkhill, Inc	4222 85 th St., Lubbock, TX 79423
Landtec Engineers, LLC	3906 I-20 West, Arlington, TX 76017
The Rios Group	7400 Sand St., Ft Worth, TX 76118

- B. During the term of this Agreement the Engineer shall notify Owner of any other Subconsultant or Engineer's Subcontractor to be listed as an additional insured on Owner's and applicable Contractor's general liability policies of insurance.
- C. The Owner must be listed on Engineer's general liability policy as provided in Paragraph 6.04.B.

- D. For applicable Contractor's general liability policies of insurance, the additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
- E. For applicable Contractor's general liability policies of insurance, Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for Engineer, Subconsultants, and other design professional additional insureds.

EXHIBIT I—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES: INTRODUCTION

This document is a MODIFIED version of EJCDC® E-500, Copyright® 2020 by the National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers, or is based in part on excerpts from copyrighted EJCDC documents. All rights reserved. Those portions of the text that originated in copyrighted EJCDC documents remain subject to the copyright.

EXHIBIT I—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

ARTICLE 1—COMPENSATION FOR BASIC SERVICES—LUMP SUM

Article 2 of the Agreement is supplemented to include the following Exhibit I Paragraph 1.01:

1.01 Compensation for Basic Services (other than Resident Project Representative)—Lump Sum Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A (except for Resident Project Representative services, if any) as follows:

1. A Lump Sum amount of **\$ 405,000.00** based on the following estimated distribution of compensation:

a. Project Management	\$ 50,000.00
b. Utility Coordination	\$ 95,000.00
b. Final Design Phase	\$ 150,000.00
c. Bidding/Proposal Phase	\$ 25,000.00
d. Construction & Post-Construction Phase	\$ 85,000.00

2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but compensation will not exceed the total Lump Sum amount unless approved in writing by the Owner.

3. The Lump Sum includes compensation for Engineer's services and services of Engineer's Subcontractors and Subconsultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, and expenses (other than any expressly allowed Reimbursable Expenses).

4. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses (see Appendix 1 for rates or charges): None

5. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.

B. Period of Service: The compensation amount stipulated is conditioned on a period of service not exceeding twenty **(20)** months. If such period of service is extended, the compensation amount for Engineer's services will be appropriately adjusted.

EXHIBIT I—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

1.02 Compensation for Reimbursable Expenses

- A. Owner shall reimburse Engineer for Reimbursable Expenses directly related to the provision of Basic Services, using the rates set forth in Appendix 1 to this Exhibit I when applicable.
- B. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, Construction Material Testing, and/or similar Project-related items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of 1.15.

1.03 Other Provisions Concerning Payment

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Subcontractors and Subconsultants, such compensation will be the amounts billed to Engineer by Engineer's Subconsultants times a factor of 1.15.
- B. Factors: The external Reimbursable Expenses and Engineer's Subcontractors' and Subconsultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- C. Estimated Compensation Amounts
 - 1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer will promptly review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer will be paid for all services rendered hereunder.
- D. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to Engineer.

- E. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

EXHIBIT I—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

ARTICLE 2—COMPENSATION PACKET AS-1: ADDITIONAL SERVICES— STANDARD HOURLY RATES

Article 2 of the Agreement is supplemented to include the following Exhibit I Paragraph 2.01:

2.01 Compensation for Additional Services—Standard Hourly Rates Method of Payment

- A. Owner shall pay Engineer for Additional Services, if any, as follows:
 - 1. For services of Engineer's personnel engaged directly on the Project pursuant to Exhibit A Paragraph 2.01 or 2.02, except for services as a consultant or witness under Exhibit A Paragraph 2.02.A.28 (which if needed will be separately negotiated based on the nature of the required consultation or testimony), an amount equal to the cumulative hours charged by each class of Engineer's personnel providing such Additional Services times Standard Hourly Rates for each applicable billing class, plus Additional Services-related Reimbursable Expenses and Additional Services-related Engineer's Subcontractors' and Subconsultants' charges, if any.
- B. Compensation for Reimbursable Expenses
 - 1. For those Reimbursable Expenses that are directly related to the provision of Additional Services, and are not already accounted for in the compensation for Basic Services or RPR-related services, Owner shall reimburse Engineer, using the rates set forth in Appendix 1 to this Exhibit I when applicable.
 - 2. Such Reimbursable Expenses include, to the extent Additional Services-related, the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
 - 3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.15.
- C. Other Provisions Concerning Payment for Additional Services
 - 1. Whenever Engineer is entitled to compensation for the charges of Engineer's Subcontractors and Subconsultants, such compensation will be the amounts billed by Engineer's Subcontractors and Subconsultants to Engineer times a factor of 1.15.
 - 2. Factors: The external Reimbursable Expenses and Engineer's Subcontractors' and Subconsultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

3. The Standard Hourly Rates and the Reimbursable Expenses Schedule will be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to Engineer for Additional Services-related services and expenses.
4. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

EXHIBIT I—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

APPENDIX 1: REIMBURSABLE EXPENSES SCHEDULE

Reimbursable Expenses are subject to review and adjustment per Exhibit I. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

Survey Services (Allowance/NTE)	\$60,000
Environmental Services (Allowance/NTE)	\$15,000
Geotechnical Services (Allowance/NTE)	\$12,500
Subsurface Utility Engineering Services (Allowance/NTE)	\$17,500

**CITY OF KRUM
STAFF REPORT
COUNCIL AGENDA ITEM # H-7**

AGENDA TYPE: REGULAR	Finance Review	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A
	Legal Review	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A
Council Meeting Date: April 1, 2024	FINANCIAL IMPACT: The new position will be funded from the general fund and be allocated to the appropriate funds through cost allocation transfers.		
Staff Contact: Mike Stand/Nick Vincent			
Department: City Council/Finance			
ACTION REQUESTED			
Approval			
AGENDA CAPTION			
Discuss, consider and take action regarding amending the FY 2023-2024 budget for a new facility position.			
BACKGROUND/SUMMARY OF ITEM			
<p>Mayor pro tem Strand would like to discuss the need for a new facility maintenance position to help complete park projects, existing facility projects (i.e., new city hall) and serve as the City's liaison for all facility-related projects. This position will report directly to the Public Works Director.</p> <p>The Human Resources department has reviewed this request and recommends the following job title and salary range.</p> <ul style="list-style-type: none">• Position Title: Building Maintenance Technician• Salary Range: Min: \$18.90, Mid \$22.64, Max \$26.38			
STAFF OPTIONS & RECOMMENDATION			
Staff recommends approval			
List of Supporting Documents/Exhibits Attached: None	Prior Action/Review by Council, Boards, Commissions or Other Agencies: N/A		

**CITY OF KRUM
STAFF REPORT
COUNCIL AGENDA ITEM # H-8**

AGENDA TYPE: REGULAR	Finance Review	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A
	Legal Review	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> N/A
Council Meeting Date: April 1, 2024	FINANCIAL IMPACT: \$31,000 from the Park Sales Tax Fund Line Item 225-5610-6010 for Capital Outlay		
Staff Contact: Jerry Higgins & Lisa Cabrera			
Department: Public Works			
ACTION REQUESTED:			
Consider and approve			
AGENDA CAPTION			
Discuss, consider and take action regarding amending the Park Sales Tax Budget for FY 2023-2024 for the purchase of two (2) mowers for the Public Works Department.			
BACKGROUND/SUMMARY OF ITEM			
<p>In 2019, the City purchased two (2) Kubota mowers and after five (5) years of constant use, they are not holding up as expected. The mowers are predominately used at the Park, but they are also used around the City for the mowing of properties owned and controlled by the City.</p> <p>Attached are several quotes for various size mowers for consideration. Staff would like to purchase the Kawasaki 72" with flat free wheels @ \$15,480.38 each. If we get approval to purchase two (2) of them the total will be \$30,960.76.</p> <p>The Parks Development Board/Park Advisory Board approved this amendment up to \$31,000 at the March 21, 2024 meeting.</p>			
STAFF OPTIONS & RECOMMENDATION			
Recommend approval			
List of Supporting Documents/Exhibits Attached:	Prior Action/Review by Council, Boards, Commissions, or Other Agencies:		
Quotes			



8425 W University Drive
Denton TX 76207
940-293-2167
Service is our Specialty

Invoice Estimate

122040

Thank you for your business! We hope to see you back soon. Items must be returned in the original package. Receipt required for full credit. Re-stocking fee of 20% on all returned parts. No Returns on electrical parts or special ordered parts. 35% on wholegoods

Bill To				Ship To			
CITY OF KRUM 146 WEST MCART STREET KRUM, TX 76249							
Customer	Contact	Customer Tax Number	Phone	Cell Phone	Transaction	PO Number	
33032		ON FILE	(940) 482-3491		Estimate	QUOTE	
Counter Person	Sales Person	Date Printed	Reference	Email Address		Department	
Kreig Houston	Kreig Houston	03/12/24	122040	kreig@lsmop.com		COUNTER SALES	

Model	Line	Description	Ordered	B/O'd	Shipped	List	Net	Amount
943217	HUQW	Super 104 FX1000 EFI 38.5HP	1		1		\$26,166.85	\$26,166.85

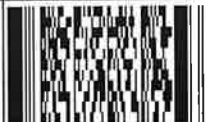
Invoice Total \$26,166.85

Sales Tax \$0.00

Grand Total \$26,166.85

Thank you for your business! We hope to see you back soon. Items must be returned in the original package. Receipt required for full credit. Re-stocking fee of 20% on all returned parts. No Returns on electrical parts or special ordered parts. 35% on wholegoods

Notes:



Customer acknowledges receipt thereof:



8425 W University Drive
Denton TX 76207
940-293-2167
Service is our Specialty

Invoice Estimate

122066

Thank you for your business! We hope to see you back soon. Items must be returned in the original package. Receipt required for full credit. Re-stocking fee of 20% on all returned parts. No Returns on electrical parts or special ordered parts. 35% on wholegoods

Bill To				Ship To			
CITY OF KRUM 146 WEST MCART STREET KRUM, TX 76249							
Customer	Contact	Customer Tax Number	Phone	Cell Phone	Transaction	PO Number	
33032		ON FILE	(940) 482-3491		Estimate		
Counter Person	Sales Person	Date Printed	Reference	Email Address		Department	
Kreig Houston	Kreig Houston	03/12/24	122066	kreig@lsmop.com		COUNTER SALES	

Model	Line	Description	Ordered	B/O'd	Shipped	List	Net	Amount
943019		HUQW Super Z HD 72" 35hp Kawasaki	1		1		\$14,416.04	\$14,416.04

Note

WITH STANDARD PNEUMATIC TIRES
BID ASSIST PRICING IN EFFECT

Invoice Total	\$14,416.04
Sales Tax	\$0.00
Grand Total	\$14,416.04

Thank you for your business! We hope to see you back soon. Items must be returned in the original package. Receipt required for full credit. Re-stocking fee of 20% on all returned parts. No Returns on electrical parts or special ordered parts. 35% on wholegoods

Notes:

Customer acknowledges receipt thereof:



8425 W University Drive
Denton TX 76207
940-293-2167

Service is our Specialty

Invoice Estimate

122069

Thank you for your business! We hope to see you back soon. Items must be returned in the original package. Receipt required for full credit. Re-stocking fee of 20% on all returned parts. No Returns on electrical parts or special ordered parts. 35% on wholegoods

Bill To				Ship To			
CITY OF KRUM 146 WEST MCART STREET KRUM , TX 76249							
Customer	Contact	Customer Tax Number	Phone	Cell Phone	Transaction	PO Number	
33032		ON FILE	(940) 482-3491		Estimate		
Counter Person	Sales Person	Date Printed	Reference	Email Address		Department	
Kreig Houston	Kreig Houston	03/12/24	122069	kreig@lsmop.com		COUNTER SALES	

Part Number	Line	Description	Ordered	B/O'd	Shipped	List	Net Each	Amount
607445	HUSP	TWEEL 26 X12, .67	2		2	\$856.58	\$532.17	\$1,064.34
Model	Line	Description	Ordered	B/O'd	Shipped	List	Net	Amount
943019	HUQW	Super Z HD 72" 35hp Kawasaki	1		1		\$14,416.04	\$14,416.04

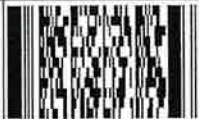
Note

EQUIPPED WITH MICHELIN X TWEELS FLAT FREE REAR WHEELS.

Invoice Total	\$15,480.38
Sales Tax	\$0.00
Grand Total	\$15,480.38

Thank you for your business! We hope to see you back soon. Items must be returned in the original package. Receipt required for full credit. Re-stocking fee of 20% on all returned parts. No Returns on electrical parts or special ordered parts. 35% on wholegoods

Notes:



Customer acknowledges receipt thereof:



8425 W University Drive
Denton TX 76207
940-293-2167
Service is our Specialty

Invoice Estimate

122073

Thank you for your business! We hope to see you back soon. Items must be returned in the original package. Receipt required for full credit. Re-stocking fee of 20% on all returned parts. No Returns on electrical parts or special ordered parts. 35% on wholegoods

Bill To				Ship To		
CITY OF KRUM 146 WEST MCART STREET KRUM , TX 76249						
Customer	Contact	Customer Tax Number	Phone	Cell Phone	Transaction	PO Number
33032		ON FILE	(940) 482-3491		Estimate	
Counter Person	Sales Person	Date Printed	Reference	Email Address		Department
Kreig Houston	Kreig Houston	03/12/24	122073	kreig@lsmop.com		COUNTER SALES

Model	Line	Description	Ordered	B/O'd	Shipped	List	Net	Amount
STTII-72V-38CH-EFI	SCAQ	Turf Tiger II 72" 38HP Kohler EFI	1		1		\$14,772.00	\$14,772.00

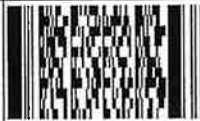
Note

BID ASSIST PRICING IN EFFECT.

Invoice Total	\$14,772.00
Sales Tax	\$0.00
Grand Total	\$14,772.00

Thank you for your business! We hope to see you back soon. Items must be returned in the original package. Receipt required for full credit. Re-stocking fee of 20% on all returned parts. No Returns on electrical parts or special ordered parts. 35% on wholegoods

Notes:



Customer acknowledges receipt thereof:



8425 W University Drive
Denton TX 76207
940-293-2167
Service is our Specialty

Invoice Estimate

122073

Thank you for your business! We hope to see you back soon. Items must be returned in the original package. Receipt required for full credit. Re-stocking fee of 20% on all returned parts. No Returns on electrical parts or special ordered parts. 35% on wholegoods

Bill To				Ship To			
CITY OF KRUM 146 WEST MCART STREET KRUM, TX 76249							
Customer	Contact	Customer Tax Number	Phone	Cell Phone	Transaction	PO Number	
33032		ON FILE	(940) 482-3491		Estimate		
Counter Person	Sales Person	Date Printed	Reference	Email Address		Department	
Kreig Houston	Kreig Houston	03/12/24	122073	kreig@lsmop.com		COUNTER SALES	

Part Number	Line	Description	Ordered	B/O'd	Shipped	List	Net Each	Amount
47623	MNSP	26 X 12N 12 Turf XI 4X4In Tweel Scag	2		2	\$631.96	\$631.96	\$1,263.92
Model	Line	Description	Ordered	B/O'd	Shipped	List	Net	Amount
STTII-72V-38CH-EFI	SCAQ	Turf Tiger II 72" 38HP Kohler EFI	1		1	\$14,772.00		\$14,772.00

Note

BID ASSIST PRICING IN EFFECT.

EQUIPPED WITH MICHELIN TWEELS FLAT FREE WHEELS

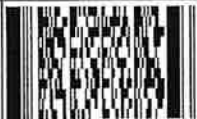
Invoice Total \$16,035.92

Sales Tax \$0.00

Grand Total \$16,035.92

Thank you for your business! We hope to see you back soon. Items must be returned in the original package. Receipt required for full credit. Re-stocking fee of 20% on all returned parts. No Returns on electrical parts or special ordered parts. 35% on wholegoods

Notes:



Customer acknowledges receipt thereof:



8425 W University Drive
Denton TX 76207
940-293-2167
Service is our Specialty

Invoice Estimate

122040

Thank you for your business! We hope to see you back soon. Items must be returned in the original package. Receipt required for full credit. Re-stocking fee of 20% on all returned parts. No Returns on electrical parts or special ordered parts. 35% on wholegoods

Bill To				Ship To			
CITY OF KRUM 146 WEST MCART STREET KRUM, TX 76249							
Customer	Contact	Customer Tax Number	Phone	Cell Phone	Transaction	PO Number	
33032		ON FILE	(940) 482-3491		Estimate	QUOTE	
Counter Person	Sales Person	Date Printed	Reference	Email Address		Department	
Kreig Houston	Kreig Houston	03/12/24	122040	kreig@lsmop.com		COUNTER SALES	

Model	Line	Description	Ordered	B/O'd	Shipped	List	Net	Amount
943217		HUQW Super 104 FX1000 EFI 38.5HP	1		1		\$26,166.85	\$26,166.85

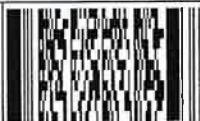
Note

BID ASSIST PRICING IS IN EFFECT.

Invoice Total	\$26,166.85
Sales Tax	\$0.00
Grand Total	\$26,166.85

Thank you for your business! We hope to see you back soon. Items must be returned in the original package. Receipt required for full credit. Re-stocking fee of 20% on all returned parts. No Returns on electrical parts or special ordered parts. 35% on wholegoods

Notes:



Customer acknowledges receipt thereof:



8425 W University Drive
Denton TX 76207
940-293-2167
Service is our Specialty

Invoice Estimate

122124

Thank you for your business! We hope to see you back soon. Items must be returned in the original package. Receipt required for full credit. Re-stocking fee of 20% on all returned parts. No Returns on electrical parts or special ordered parts. 35% on wholegoods

Bill To				Ship To			
CITY OF KRUM 146 WEST MCART STREET KRUM, TX 76249							
Customer	Contact	Customer Tax Number	Phone	Cell Phone	Transaction	PO Number	
33032		ON FILE	(940) 482-3491		Estimate		
Counter Person	Sales Person	Date Printed	Reference	Email Address		Department	
Kreig Houston	Kreig Houston	03/12/24	122124	kreig@lsmop.com		COUNTER SALES	

Model	Line	Description	Ordered	B/O'd	Shipped	List	Net	Amount
ZXD72	KIOT	COMMERCIAL ZXD 72" DIESEL 24.5HP	1		1		\$17,657.90	\$17,657.90

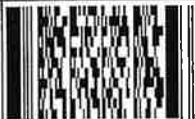
Note

GOVERNMENTAL BID PRICING IS IN EFFECT

Invoice Total	\$17,657.90
Sales Tax	\$0.00
Grand Total	\$17,657.90

Thank you for your business! We hope to see you back soon. Items must be returned in the original package. Receipt required for full credit. Re-stocking fee of 20% on all returned parts. No Returns on electrical parts or special ordered parts. 35% on wholegoods

Notes:



Customer acknowledges receipt thereof:

**CITY OF KRUM
STAFF REPORT
COUNCIL AGENDA ITEM # H-9**

AGENDA TYPE: REGULAR	Finance Review	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> N/A
	Legal Review	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> N/A
Council Meeting Date: April 1, 2024	FINANCIAL IMPACT: None		
Staff Contact: Terry Hargis			
Department: Police			
ACTION REQUESTED:			
Consider and approve Ordinance No. 2024-811			
AGENDA CAPTION			
Discuss, consider and take action regarding Ordinance No. 2024-811 being an Ordinance of the City Council of the City of Krum, Texas amending the City's Code of Ordinances by revising Chapter 12, "Traffic and Vehicles," Article 12.04, "Parking," Division 1, "Generally," Section 12.04.002, "No Parking Zones," Subsection (a) to add additional no parking zones with the city; providing for incorporation of premises; providing for findings; providing a cumulative repealer clause; providing for savings; providing for severability; providing for penalty; providing for publication; providing for engrossment and enrollment; and providing an effective date.			
BACKGROUND/SUMMARY OF ITEM			
City Council asked Staff to look into areas of the city that may need additional no parking zones due to various conditions that make driving difficult for residents and Public Safety vehicles. Staff has identified four (4) locations a no parking zone would be beneficial. The areas are: 1300 Block of Dakota Trail 5100 Block of Crystal Lake W. Huffman Street Hammerhead on Meadowcreek Drive			
STAFF OPTIONS & RECOMMENDATION			
Approve			
List of Supporting Documents/Exhibits Attached: Ordinance	Prior Action/Review by Council, Boards, Commissions, or Other Agencies:		

CITY OF KRUM, TEXAS

ORDINANCE NO. 2024-811

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KRUM, TEXAS AMENDING THE CITY'S CODE OF ORDINANCES BY REVISING CHAPTER 12, "TRAFFIC AND VEHICLES," ARTICLE 12.04, "PARKING," DIVISION 1, "GENERALLY," SECTION 12.04.002, "NO PARKING ZONES," SUBSECTION (a) TO ADD ADDITIONAL NO PARKING ZONES WITHIN THE CITY; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR FINDINGS; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PENALTY; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Krum is a Home Rule Municipality located in Denton County, Texas, created in accordance with the provisions of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the City of Krum, Texas, is given authority by Chapter 51 of the Local Government Code to amend an ordinance; and

WHEREAS, the City of Krum has identified the need to adopt and impose a no parking zone in the 1300 block of Dakota Trail as shown in Exhibit "A"; and

WHEREAS, the City of Krum has identified the need to adopt and impose a no parking zone in the 5100 block of Crystal Lake as shown in Exhibit "B"; and

WHEREAS, the City of Krum has identified the need to adopt and impose a no parking zone on W. Huffman Street as shown in Exhibit "C"; and

WHEREAS, the City of Krum has identified the need to adopt and impose a no parking zone on the hammerhead constructed on the east end of Meadowcreek Drive; and

WHEREAS, the City deems it necessary to amend such rules relating to the traffic and vehicles within the city for the public health, safety and welfare of the citizens of the City of Krum, Texas.

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

SECTION 1
INCORPORATION OF PREMISES

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

SECTION 2 **FINDINGS**

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 3 **AMENDMENTS**

- 3.01 That the City of Krum Code of Ordinances, Chapter 12, "Traffic and Vehicles," Article 12.04, "Parking," Division 1, "Generally," Section 12.04.002, "No Parking Zones," Subsection (a) is hereby amended to add items (5) through (8) as follows:

ARTICLE 12.04 **PARKING**

Division 1 Generally

12.04.002 No Parking Zones

(a) No Parking Zones

"(5) The east side of Dakota Trail from the southern property line of 1310 Dakota Trail to the corner of Sequoia Drive.

(6) The east side of Crystal Lake from the southwest of the fire hydrant to the north property line of 5101 Meadow Lane.

(7) The entire street on both sides of the street of W. Huffman.

(8) The hammerhead constructed on the east end of Meadowcreek Lane."

- 3.02 All other articles, chapters, sections, paragraphs, sentences, phrases and words are not amended but are hereby ratified and affirmed.

SECTION 4 **CUMULATIVE REPEALER**

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action,

claim or lawsuit which has been initiated or has arisen under or pursuant to such other Ordinances on the date of adoption of this Ordinance shall continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 5 **SAVINGS**

All rights and remedies of the City of Krum, Texas are expressly saved as to any and all violations of the provisions of the City's Code of Ordinances or of any other ordinance affecting traffic and vehicles, which have been secured at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

SECTION 6 **SEVERABILITY**

The provisions of this Ordinance are severable. However, in the event this Ordinance or any procedure provided in this Ordinance becomes unlawful, or is declared or determined by a judicial, administrative or legislative authority exercising its jurisdiction to be excessive, unenforceable, void, illegal or otherwise inapplicable, in whole or in part, the remaining and lawful provisions shall be of full force and effect and the City shall promptly promulgate new revised provisions in compliance with the authority's decision or enactment.

SECTION 7 **PENALTY**

It shall be unlawful for any person to violate any provision of this Ordinance, and any person violating or failing to comply with any provision of this Ordinance shall be fined, upon conviction, an amount not to exceed five hundred dollars (\$500.00) and a separate offense shall be deemed committed upon each day during or on which a violation occurs and continues.

If the governing body of the City of Krum determines that a violation of this Ordinance has occurred, the City of Krum may bring suit in district court to enjoin the person, firm, partnership, corporation, or association from engaging in the prohibited activity.

SECTION 8 **PUBLICATION**

The City Secretary of the City of Krum is directed to publish in the official newspaper of the City, the caption, and effective date of this Ordinance as required by law.

SECTION 9
ENGROSSMENT AND ENROLLMENT

The City Secretary is hereby directed to engross and enroll this Ordinance by copying the exact Caption and Effective Date clause in the minutes of the City Council and by filing this Ordinance in the Ordinance records of the City of Krum, Texas.

SECTION 10
EFFECTIVE DATE

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

AND IT IS SO ORDAINED.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF KRUM, TEXAS, ON THIS THE 1ST DAY OF APRIL, 2024.

APPROVED:

Rhonda Harrison
Mayor

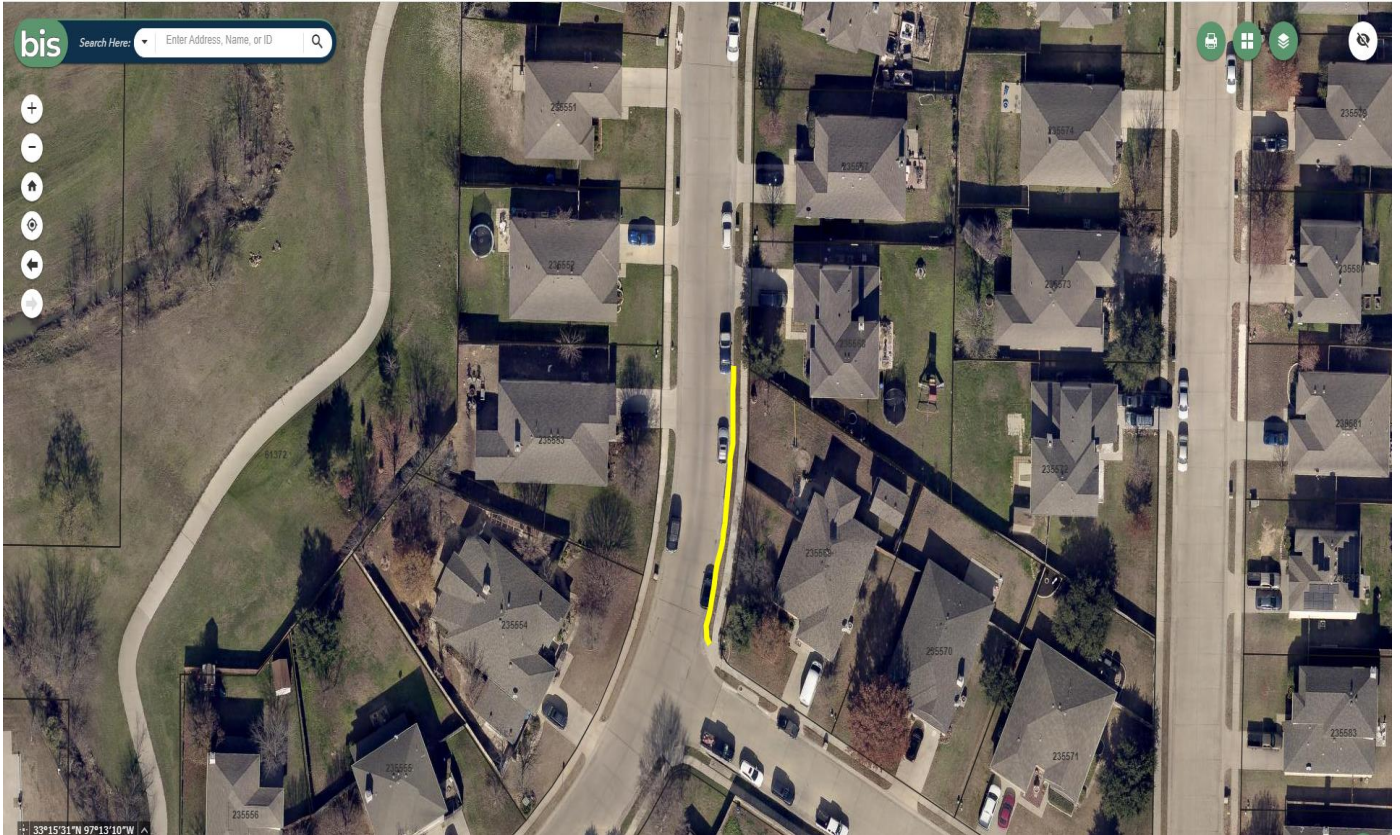
ATTEST:

Lisa Dawn Cabrera, TRMC, CMC
City Secretary

APPROVED AS TO FORM:

Lance Vanzant
City Attorney

EXHIBIT A



1300 block Dakota Trail - Southern property line of 1310 Dakota to Sequoia Drive on the East Side of Dakota Trail.

EXHIBIT B



5100 block Crystal Lake - southwest of the fire hydrant to the north property line of 5101 Meadow Lane on the East Side of Crystal Lake.

EXHIBIT C



Entire Street of W. Huffman on both sides of W. Huffman.

**CITY OF KRUM
STAFF REPORT
COUNCIL AGENDA ITEM # H-10**

AGENDA TYPE: REGULAR	Finance Review	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A
	Legal Review	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A
Council Meeting Date: April 1, 2024	FINANCIAL IMPACT: Fire Dept. Big Sky Fund (~\$173,276.14 (salary & benefits))		
Staff Contact: Adam North, Fire Chief			
Department: Fire			
ACTION REQUESTED			
Consider, discuss, and approve			
AGENDA CAPTION			
Discuss, consider and take action regarding approval to hire an additional two (2) full-time firefighters utilizing the Big Sky contract and funding.			
BACKGROUND/SUMMARY OF ITEM			
We are required to supply the personnel as part of our agreement with Big Sky to provide emergency services. While filling the other openings, we have located two additional candidates we do not want to lose. Big Sky has deposited \$196,949.19 in the fire department's Big Sky revenue fund from the annual fire tax collected. These recurring tax funds will sustain the two positions for the future. These positions will help address staffing shortages and the increased call volume. Additionally, they will improve firefighter and citizen safety while helping to get closer to meeting NFPA 1710/1720 (standard for staffing and response for emergency personnel).			
STAFF OPTIONS & RECOMMENDATION			
Approve			
List of Supporting Documents/Exhibits Attached: Big Sky Contract	Prior Action/Review by Council, Boards, Commissions or Other Agencies:		

FIRE PROTECTION AGREEMENT

2019-41

This Fire Protection Agreement (the "Agreement") is entered into on this 18 day of DEC, 2019, by and between the **City of Krum, on behalf of the City of Krum Fire Department** (the "City" or "Department") and **Big Sky Municipal Utility District of Denton County, Texas**, a conservation and reclamation district and political subdivision of the State of Texas organized and operating pursuant to Article III, Section 52, and Article XVI, Section 59, of the Texas Constitution and Chapters 49 and 54, Texas Water Code (the "District").

RECITALS

WHEREAS, LGI Homes Texas, LLC, a Texas limited liability Company is the Developer of Big Sky project (the "Developer") which is approximately 440-acres and located within the District as described in the attached Exhibit "1" (the "Subject Property"); and

WHEREAS, the Developer intends to develop a mixed-use residential and commercial development on the Subject Property;

WHEREAS, the District is geographically located in close proximity to the City of Krum;

WHEREAS, the Board of Directors of the District are seeking to secure fire protection services for the benefit of future residents and the property within the District's boundaries.

WHEREAS, the City is willing to provide fire protection services to the land located within the boundaries of the District under the terms provided herein;

WHEREAS, the District, believe that it is in the best interest of the District's residents and property owners to enter into this Agreement;

WHEREAS, the District is authorized to enter into this Agreement pursuant to Section 49.351 of the Texas Water Code.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained the District and the City hereby covenant and agree as follows:

Section 1. Purpose. The purpose of this Agreement is to initiate a contract with the City to provide fire protection services to the residents and property in the District in return for payment of fire protection fees, in accordance with this Agreement.

Section 2. Definitions.

“City” shall mean the City of Krum and the Fire Department therein.

“Connection” shall mean a single-family residential unit or its commercial equivalent that receives water supply from a District’s internal potable water distribution system. For purposes of this Agreement, a Connection shall be considered to have been made at the time of physical attachment to a District’s internal water distribution lines, regardless of whether the customer is actually utilizing utility service at such time.

“District” means Big Sky Municipal Utility District of Denton County, Texas.

“Effective Date” means the date on which this Agreement becomes effective as provided in Section 3(b).

“Execution Date” means the date on which this Agreement is executed by Owner, the District and City.

“Fire Tax” means the ad valorem tax levied by the District to pay for Fire Protection Services.

“Fire Protection Services” means all fire suppression and emergency medical/first responder and rescue services regularly provided by the City to persons and property located within the City, which shall also by this Agreement be provided by the City to persons and property located within the District, except for fire inspections of buildings and properties, code enforcement services, and arson investigations (which shall not be included in services provided to persons and property located within the District).

“Parties” means the District and the City.

“TCEQ” means the Texas Commission on Environmental Quality.

Section 3. Effective Date.

(a) The Parties recognize that before this Agreement becomes effective, the District must develop a fire plan in accordance with Section 49.351, Texas Water Code, and the rules of the TCEQ (the “Plan”), submit the Plan to the TCEQ for its approval, obtain TCEQ approval and call an election and obtain voter approval of the Plan and this Agreement (the “Fire Plan Election”). Such plan shall include a request of voter authorization for the District to levy a tax equal to \$0.165 per \$100 assessed valuation solely to support Fire Protection Services. The District will use its best efforts to cause this Agreement and the Plan to be submitted to the TCEQ for approval and obtain voter approval of the Plan in accordance with the terms of this Agreement.

(b) This Agreement shall become effective and be in full force on the “Effective Date” which shall be at such time as the District has held and declared the results of a successful Fire Plan Election including the approval of the \$0.165 fire tax (the “Fire Tax”). The District shall notify the City of the successful Fire Plan Election within fourteen (14) days of such election.

Notwithstanding any other provision of this Agreement, the District shall have no obligation to pay for such Fire Protection Services unless and until the District holds and declares the results of a successful Fire Plan Election.

Section 4. Fire Protection Services.

(a) The Department has an existing fire station located in the City, with the City staffing the Fire Station at all times. The Department owns the fire-fighting vehicle and other equipment housed with the Fire Station that is necessary for the operation of the fire-fighting vehicle and provision of Fire Protection Services. In providing Fire Protection Services to the District, the City solely shall be responsible for the operation of the Fire Station and all associated vehicles and equipment.

(b) As detailed in Section 7, the District is to construct a fire station in the District. The Department will operate and respond with sufficient personnel as determined by the Department, which personnel may include volunteer staffing pursuant to the terms of this Agreement. The Department will operate the necessary equipment for the operation of these aforementioned fire station. In providing Fire Protection Services to residents and property located in the District, the Department shall be solely responsible for the operation and maintenance of the Department fire station and equipment.

(c) The Parties acknowledge that in providing Fire Protection Services to the residents and property in the District, the Department will use the fire hydrants, connections, and water distribution system located within the District (“Water Distribution System”), but the City shall not be responsible for providing for, constructing, inspecting, maintaining, or repairing any part of the Water Distribution System, and the City shall not be liable to the District or any District occupant, resident or property owner for any deficiency or malfunction of the Water Distribution System. The District shall adopt IFC standards for the Water Distribution System applicable to Fire Protection Services.

(d) During the term of this Agreement, the City will provide Fire Protection Services to persons, buildings, and property located within the District, including, any land that is added to the District via annexation, upon notification to the City of final District action annexing any land (“annexation area”). The City will provide Fire Protection Services to residents and property

in the District in the same manner and with the same standard of care as it would to those residences and structures located in other areas of City coverage.

(e) The Parties acknowledge that the City must also respond to requests for Fire Protection Services in other areas outside the District and that the City has contracts to provide Fire Protection Services to other entities. In providing Fire Protection Services to the District, the City will follow its adopted standard operating procedures, subject to its sole discretion, without being in breach of this Agreement and without liability to the District or its occupants, residents, or property owners to determine: (1) whether Fire Protection Services are needed in a particular case; (2) whether and when personnel or equipment are available to respond to a request for Fire Protection Services; (3) the order in which to respond to requests for Fire Protection Services; and (4) the time in which to respond to a request for Fire Protection Services.

(f) The District assumes no responsibility for the reliability, promptness, or response time of the City. The District's sole obligation for provision of Fire Protection Services to its residents is to make payments as described below.

(g) It is understood and acknowledged, that, because of the difference in distance between City's existing fire station to City's incorporated limits and to the District area, response times to calls within the District Area will necessarily be longer than response times to locations within City's incorporated limits unless and until a fire station is constructed closer to, or within the District Area and that the City shall not be in default of this Agreement resulting from such difference in response times.

(h) Call and Response Data. City shall maintain records of response to emergency calls, including, but not limited to date, time, location of emergency, type of emergency, time to respond and results. City agrees to provide a report to the Developer or District as applicable, containing the foregoing information for a period of time not exceeding twelve (12) months not later than thirty (30) days after receipt of a written request. Requests for data for a period earlier than one (1) year prior than the date the request is received shall be delivered to the requesting Party as soon as reasonably feasibly, but in no case later than sixty (60) days after City's receipt of the request. It is understood and acknowledged that City shall not be required to provide data and information relating to periods of time beyond City's standard records retention period for such data and/or information if such data and/or information has been deleted or destroyed in accordance with City's records retention policy.

Section 5. Personnel. The City shall provide all required personnel who meet, at least, minimum state qualifications to perform the Fire Protection Services required by this Agreement. The District assumes no responsibility for the actions of the City's personnel in performing their fire protection duties. The District will make no recommendations and is in no way responsible for the selection, sufficiency or qualifications of the City's personnel.

(a) Insurance. City shall be responsible for providing all general and personal liability coverage necessary for the adequate protection of City employees or volunteers providing Fire-Fighting Services at the same level of protection afforded officers and employees while performing the same or similar duties in City's incorporated limits; provided, however, that neither Party shall be responsible for the other Party's employee retirement and/or pension.

Section 6. Payment for Fire Protection Services.

(a) Annual Payment. In consideration of the City providing Fire Protection Services, the District agrees to make an annual payment to the City. The payments hereunder shall be mailed or delivered to the City at:

City of Krum, Finance Department
146 W. McCart St
Krum, TX 76249

(b) During each year that the District levies an ad valorem tax, the District agrees to levy and collect the Fire Tax against the subject property in the amount of \$0.165 per \$100 assessed valuation and to transfer to the City all of the collected Fire Tax with the first payment due by February 15th following the first year such tax is levied by the District. Based upon preliminary analysis attached as Exhibit 3, it is estimated by the District that the \$0.165 per \$100 assessed valuation Fire Tax (based upon a \$250,000 average value home and estimated \$1,500,000/acre commercial property containing 30 net developable acres) will provide the following annual payments to the City:

- (i) At contract year 3 (approximately 2022), new Fire Tax revenue is estimated to be \$65,588 (144 homes and 2.5 commercial acres built)
- (ii) At contract year 4 (approximately 2023), new Fire Tax revenue is estimated to be \$137,363 (288 homes and 7.5 commercial acres built)
- (iii) At contract year 5 (approximately 2024), new Fire Tax revenue is estimated to be \$210,375 (432 homes and 13 commercial acres built)
- (iv) At contract year 6 (approximately 2025), new Fire Tax revenue is estimated to be \$274,725 (576 homes and 15 commercial acres built)
- (v) At contract year 7 (approximately 2026), new Fire Tax revenue is estimated to be \$341,550 (720 homes and 18 commercial acres built)

- (vi) At contract year 8 (approximately 2027), new Fire Tax revenue is estimated to be \$405,900 (864 homes and 20 commercial acres built)
- (vii) At contract year 9 (approximately 2028), new Fire Tax revenue is estimated to be \$471,488 (1,008 homes and 22.5 commercial acres built)
- (viii) At contract year 10 (approximately 2029), new Fire Tax revenue is estimated to be \$534,600 (1,152 homes and 24 commercial acres built)
- (ix) At contract year 11 (approximately 2030), new Fire Tax revenue is estimated to be \$609,642 (1,296 homes and 26 commercial acres built)
- (x) At contract year 12 (approximately 2031), new Fire Tax revenue is estimated to be \$666,927 (1,381 homes and 30 commercial acres built)

The District agrees to pay the City any subsequently collected Fire Tax received after February 15th of the applicable year within thirty (30) days of collection of such monies.

The City acknowledges that the payment amounts listed above are estimates only, and the actual Fire Tax levied by the District and transferred to the City will be solely based on the total taxable valuation in the District in the tax year such Fire Tax is levied and may be more.

The District may fund the above described annual payments to the City through any legally available funds of the District, including adopting and enforcing a mandatory fee for firefighting services, as authorized by Sections 49.212 and 49.351, Texas Water Code, as amended; provided, however, if the District elects to fund the annual payments through a mandatory fee, the District agrees that such payments to the City shall be reflective of an amount that would have been collected if the District implemented the tax set forth above.

The District agrees to provide annual tax collection reports or customer collection reports to the City, upon written request by the City.

(c) Potential Cost Sharing. The District and City shall negotiate in good faith if there are cost sharing options for fire services with neighboring service areas, however the City will not withhold service if no agreements are met.

(d) Payment for Equipment. The City shall make annual budget and expense reports to present to the District. The City shall also present any anticipated additional annual budget increases required for major purchases, such as replacing a fire engine or fire station maintenance, to the District for notice prior to requesting the District contributing additional funds for these expenses.

(e) No Charge for Water. The District shall not charge the City for water it uses to carry out either the Fire Department Services or at the Fire Station Site.

(f) True-Up Mechanism. The Parties agree that a true-up of the payments made to the City by the District shall be performed after the second fiscal year after the first certificate of occupancy is issued by the County and for each year thereafter. To the extent that the true-up indicates that the payments made during that respective year were less than the payment indicated above for that year, the District shall pay the difference upon notification by the City, in accordance with the Form of Notification attached as Exhibit 8. Further, if there are New Participants, defined below, paying the City for services, and all moneys received by the City for services exceeds the actual costs to the City for such services, the City agrees to renegotiate in good faith a decrease in the amount of any payments due by the District pursuant to this Agreement.

If the District fails to fund the difference between the estimated payments and the actual payments within thirty (30) days of written notice of any such difference, then the City shall have the right to collect, and the District has the obligation to pay damages of \$1,000 per day until the District funds the difference in estimated and actual payments.

Section 7. Fire Station Site, Facility and Equipment.

(a) Ambulance. Prior to the date on which the Developer or any builder submits an application for the issuance of a building permit for 690th single-family residence within the District, the City will provide to the District the following:

- i. The Addendum Form, attached to this Agreement as Exhibit 2,
- ii. The minimum specifications identified in the attached Exhibit 4.
- iii. The cost of the Ambulance based on the specifications.

Upon execution of the Addendum, the District shall pay the total cost of the Ambulance to the City.

If the District fails to fund the Addendum within thirty days of written notice from the City, the City shall have the right to collect, and District has the obligation to pay damages of \$1,000 per day until the District funds the Addendum.

(b) Fire Station. The Fire Station site will be mutually agreed upon by the Developer, and the City and will be presented to the Denton County Commissioners Court in the Preliminary Plat. The City shall propose to the District the location of a site no smaller than 2.5-acres and no larger than 3.5-acres for the proposed fire station (the "Fire Station Site").

If the District fails to provide the location site to the City prior to the Preliminary Plat, the City shall have the right to collect, and District has the obligation to pay upon receipt of an invoice from the City for said damages of \$1,000 per day until the location site is submitted via a Preliminary Plat.

Prior to the date on which the Developer or any builder submits an application for the issuance of a building permit for 864th single-family residence within the District, the City shall provide to the District the following:

- i. The Addendum Form, attached to this Agreement as Exhibit 2
- ii. The Fire Station design costs and RFQ as shown in Exhibit 5.

Upon execution of the Addendum, the District shall pay the total cost of the Fire Station design to the City. The District and City shall work in good faith in reviewing and approving the construction plans and specifications of the proposed fire station. The City shall own the Fire Station Facility and all equipment, land, furniture, fixtures, fire apparatus and vehicles related thereto. The City shall provide the final Construction Plan designs to the District, the District will have 18 months to fund & construct the Fire Station.

If the District fails to respond to the Addendum for Fire Station Designs within thirty days, the City shall have the right to collect, and District has the obligation to pay, upon receipt of an invoice from the City, for said damages of \$1,000 per day until the District responds to the Addendum.

(c) Fire Engine and Brush Truck. In addition, prior to the date on which the Developer or any builder submits an application for the issuance of a building permit for 1,035th single-family residence within the District, the City shall provide the following:

- i. The Addendum Form, attached to this Agreement as Exhibit 2.
- ii. The minimum specifications identified in Exhibits 6 & 7.
- iii. The cost of the Fire Engine and Brush Truck.

Upon execution of the Addendum, the District shall pay the total cost of the Fire Engine and Brush Truck to the City.

If the District fails to respond to the Addendum within thirty days, the City shall have the right to collect, and District has the obligation to pay, upon receipt of an invoice from the City, for said damages of \$1,000 per day until the District responds to the Addendum.

The District shall bear the cost of the Ambulance, Fire Engine, Brush Truck, the Fire Station Facility, and Fire Station Site independent of its obligation to pay the City pursuant to Section

6 above. The District's obligation to provide the Firefighting Equipment, Fire Station Facility, and Fire Station Site shall not operate as an offset, credit, or reduction in the amount owed to the City pursuant to this Agreement.

Section 8. Cost Sharing in Good Faith. The City agrees to work in good faith with Denton County and the District to amend this Agreement to have other developments with taxing or assessment authority to pay a fire tax to receive service from the Fire Station. Further, if any taxing or assessment entity which is not annexed into the City, is used to develop land that will receive services from the assets purchased as contemplated herein and from the Fire Station per a contract (a "New Participant"), the City shall require such New Participant to pay a Fire Service Capital Fee (to be used by the City to reimburse the District) ("Fire Service Capital Fee") for the New Participant's pro-rata share, based on acreage and density served, of the Fire Station construction costs less depreciation, and to reimburse the District for the New Participant's pro-rata share of the depreciated value of the Ambulance, Fire Truck and Brush Truck; provided, however, at the City's discretion, the City may require the New Participant to purchase a new Ambulance, Fire Truck and/or Brush Truck, or equivalent fire apparatus in which case the New Participant shall not be required to reimburse the District for any new fire apparatus the New Participant is required to purchase, and the District shall not be required to pay for any portion of the new fire apparatus. To the extent the Fire Station has not been constructed, or the Ambulance, Fire Truck and Brush Truck have not been purchased, the City shall require the New Participant to pay its pro-rata share of all such costs, including its pro-rata share of the Fire Station construction costs. Further, the City agrees that it shall require any New Participant to pay to the City, a minimum annual amount as calculated by a similar Feasibility Analysis as shown in Exhibit "3" using similar metrics and data as previously utilized to determine the annual payment required by the District.

Section 9. Terms. Once effective, this Agreement shall be effective from the Effective Date and shall continue in effect until the City or District chooses to terminate the agreement at the end of the Initial or Renewal Term described below, or the District is annexed for full purposes and dissolved by the City.

(a) **Initial Term.** Unless sooner terminated in accordance with this Agreement, this Agreement shall be for a term commencing on the Effective Date, and ending five years from the Effective Date (said period being the "Initial Term").

(b) **Renewal Terms.** This Agreement shall automatically renew for an additional five (5) year renewal terms (the "Renewal Term(s)"), without the need for further action by the Parties, until the District Area is annexed for full purposes by the City and the District is abolished. However, any Party shall have the right to terminate this Agreement upon the conclusion of the Initial Term or any Renewal Term, by providing written notice of its election to terminate to the other Party on or before twelve (12) months preceding the scheduled date of expiration of the

Initial Term or any Renewal Term.

(c) **Termination.** If termination occurs by the District, there is no obligation from City to return payments, equipment or station to the District. If termination occurs by City, the City shall pay the District the value for remaining life of equipment and station.

Section 10. Notice. All notices shall be in writing and given by (1) email with receipt determined by the date sent, and (2) certified mail with return receipt requested, with receipt determined by the date of the signed receipt. For the purpose of notice, the addresses of the Parties shall, unless changed as hereinafter provided, be as shown as follows:

If to District: Big Sky Municipal Utility District
c/o SKLaw, LLP
Attention: Julianne Kugle
1980 Post Oak Boulevard, Suite 1380
Houston, Texas 77056
Email: *kugle@sklaw.us*

If to City: City of Krum:
Attention: Andrea Dzioba (City Secretary)
146 W McCart Street
P.O. Box 217 Krum,
Texas 76249
Email: *adzioba@ci.krum.tx.us*

The Parties shall have the right to change their respective addresses and each shall have the right to specify their respective new addresses by at least fifteen (15) days written notice to the other party.

Section 11. No Additional Waiver Implied. No waiver or waivers of any breach or default or any breaches or defaults by either Party hereto of any term, covenant, condition, or liability hereunder, or of performance by the other Party of any duty or obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under any circumstances.

Section 12. Modification. This Agreement shall be subject to change or modification only with the written mutual consent of the Parties hereto. thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section or other part of this contract to other persons or circumstances shall not be affected thereby.

Section 13. Severability. The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section or other part of this contract or the application.

Section 14. Assignment. The Parties agree that this Agreement may not be assigned without the consent of both parties.

Section 15. Liability. The City shall not be liable to the District or any other person for its decisions in the manner or method of providing for Fire Protection Services under this Agreement. This Agreement is not intended to waive or alter any defense or immunity the City has under State law for claims arising from the performance of this Agreement, including the failure to provide or the method of providing fire protection services under this Agreement.


Section 16. Binding Obligations. This Agreement and all amendments hereto shall be recorded in the deed records of Denton County, Texas (the "County"). In addition, all assignments of this Agreement shall be recorded in the deed records of the County. This Agreement, when recorded, shall be a covenant running with the land and binding upon the Subject Property, the Parties and their grantees, successors, trustees and assigns and all others holding any interest in the Subject Property now or in the future; however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any End-Buyer of a fully developed and improved lot. For purposes of this Agreement, the Parties agree that (i) the term "End-Buyer" means any owner, tenant, user, or occupant and (ii) the term "fully developed and improved lot" means any lot, regardless of proposed use, for which a final plat has been approved by the City and recorded in the deed records of the County.

Section 17. Entire Agreement. Upon execution of this Agreement by both of the Parties, this Agreement shall constitute the entire agreement between the Parties for the provision of Fire Protection Services.

[EXECUTION PAGES FOLLOW]

IN WITNESS WHEREOF, the City and the District have executed this Fire Protection Agreement in multiple counterparts as of the date and year first listed above, to be effective on the Effective Date as specified in this Agreement.

BIG SKY MUNICIPAL UTILITY
DISTRICT OF DENTON COUNTY

BY: 
NAME: Ron Davis
TITLE: President/Chairman Board

CITY OF KRUM

By: 
Ronald G. Harris, Jr., Mayor

EXHIBIT "1"

440 ACRES

THENCE South with the west line of said 15.000 acre tract, a distance of 422.88 feet to a ½ inch iron pin found at the southwest corner of said 15.000 acre tract and on the north line of U.S. Highway 380;

THENCE North 85 degrees 20 minutes 23 seconds West with the north line of U.S. Highway 380, a distance of 739.76 feet to a brass TxDOT monument found on a west line of said 464.173 acre tract and on an east line of a called 42.25 acre tract described in a deed to Burns Branch, L.P., recorded in Volume 4291, Page 1265, Real Property Records, Denton County, Texas, said pin also being on the north line of U.S. Highway 380;

THENCE North 00 degrees 01 minutes 47 seconds East with a west line of said 464.173 acre tract and the east line of said 42.25 acre tract, a distance of 1504.02 feet to a ½ inch iron pin found at an inner ell corner of said 464.173 acre tract, being the northeast corner of said 42.25 acre tract;

THENCE North 89 degrees 58 minutes 26 seconds West with a south line of said 464.173 acre tract and the north line of said 42.25 acre tract, a distance of 1228.83 feet to a ½ inch iron pin found at the northeast corner of a called 60' road tract described in a deed to Big Sky Trails, Ltd. recorded in Volume 5431, Page 4070, Real Property Records, Denton County, Texas said pin also being the northwest corner of a tract described in a deed to Burlington Resources Oil and Gas Company, L.P., recorded under County Clerk's File Number 2003-0166720, Real Property Records, Denton County, Texas;

THENCE South 00 degrees 37 minutes 35 seconds West with the east line of said 60' road tract, a distance of 1317.29 feet to a ½ inch iron pin found at the southeast corner of said 60' road tract and the north right-of-way of U.S. Highway 380;

THENCE North 80 degrees 07 minutes 02 seconds West with the south line of said 60' road tract and the north right-of-way line of U.S. Highway 380, a distance of 60.79 feet to a found iron pin at the southwest corner of said 60' road tract being the southeast corner of a called 15.12 acre tract, described in a deed to Loran Wade Waggoner and spouse, Mary Catherine Henke-Waggoner, recorded under County Clerk's File Number 2015-36860, Real Property Records, Denton County, Texas;

THENCE North 00 degrees 37 minutes 35 seconds East with the west line of said 60' road tract, the east line of said Waggoner tract, passing at 599.09 feet a ½ inch iron pin found at the southeast corner of a called 23.194 acre Tract 1, described in a deed to Lynn S. Schutte, recorded under County Clerk's Document Number 2015-21422 and continuing along the east line of said Schutte tract, a total distance of 1306.88 feet to a ½ inch iron pin found at the northeast corner of said Schutte tract and on a south line of said 464.173 acre tract;

THENCE North 00 degrees 37 minutes 28 seconds East, a distance of 49.00 feet to a found ½ inch iron pin;

THENCE North 71 degrees 03 minutes 14 seconds West, a distance of 152.83 feet to a found iron pin;

THENCE North 69 degrees 44 minutes 59 seconds West, a distance of 93.31 feet to a found iron pin;

THENCE North 87 degrees 02 minutes 15 seconds West, a distance of 110.53 feet to a found iron pin;

THENCE South 88 degrees 53 minutes 36 seconds West, a distance of 88.65 feet to a found iron pin;

THENCE North 86 degrees 23 minutes 22 seconds West, a distance of 84.54 feet to a found iron pin;

THENCE North 79 degrees 36 minutes 36 seconds West, a distance of 67.72 feet to a found iron pin;

THENCE South 81 degrees 57 minutes 19 seconds West, a distance of 658.24 feet to a found iron pin;

THENCE South 05 degrees 01 minutes 32 seconds West, a distance of 60.00 feet to a ½ inch iron pin found on a south line of said 464.173 acre tract and the north line of a tract described in a deed to Loran Kay Williams and wife, Evvie Tressa Williams, recorded in Volume 1300, Page 973, Real Property Records, Denton County, Texas;

THENCE South 89 degrees 58 minutes 17 seconds West with a south line of said 464.173 acre tract and the north line of said Williams tract, a distance of 612.65 feet to a fence post found at the western most southwest corner of said 464.173 acre tract and the southeast corner called Second Tract described in a deed to the Joe Edwin Barnett Real Estate Trust, recorded under County Clerk's Document Number 2004-116615, Real Property Records, Denton County, Texas;

THENCE North 00 degrees 47 minutes 40 seconds East with the western most west line of said 464.173 acre tract and the east line of said second tract, a distance of 3202.18 feet to the POINT OF BEGINNING and CONTAINING in all 388.049 acres of land.

NOTE: COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE AND/OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.

Tract 2:

All that certain tract or parcel of land lying and being situated in the William O. Matthews Survey Abstract Number 891, Denton County, Texas and being the remainder of a 48.01 acre tract as described in a deed to Big Sky Trails, Ltd., recorded under County Clerk's File Number

98-R0056263, Real Property Records of Denton County, Texas, and being more particularly described as follows:

COMMENCING at a PK nail set in Jackson Road at the northwest corner of said 48.01 acre tract, the northwest corner of a called 30.102 acre tract described in a deed to Jagoe-Public Company, recorded under County Clerk's Document Number 2012-77572, Real Property Records, Denton County, Texas, and being on an east line of a called 464.173 acre tract described in the deed to Big Sky Trail, Ltd., recorded under Clerk's File Number 97-R0013693, Real Property Records, Denton County, Texas;

THENCE South 00 degrees 09 minutes 56 seconds East with the east line of said 30.1021 acre tract and an east line of said 464.173 acre tract in Jackson Road, a distance of 792.92 feet to a PK nail found on the west line of said 48.01 acre tract and the western most southwest corner of said 30.102 acre tract, said nail also being on an east line of said 464.173 acre tract;

THENCE South 87 degrees 10 minutes 02 seconds East with a south line of said 30.102 are tract, a distance of 63.38 feet to a ½ inch iron pin with a yellow plastic cap stamped "10023300" set at an inner ell corner of said 30.102 acre tract;

THENCE South 29 degrees 37 minutes 39 seconds East with a south line of said 30.102 acre tract, a distance of 437.29 feet to a ½ inch iron pin with a yellow plastic cap stamped "10023300" set at an angle point on a south line of said 30.102 acre tract;

THENCE South 48 degrees 56 minutes 24 seconds East with a south line of said 30.102 acre tract, a distance of 331.33 feet to a ½ inch iron pin found at an angle point on a south line of said 30.102 acre tract;

THENCE South 85 degrees 19 minutes 44 seconds East, a distance of 477.68 feet to a metal fence post found on the east line of said 48.01 acre tract and on the west line of a called 10.01 acre tract described in a deed to Hilario Hernandez and wife, Sanjuana Hernandez and Manuel Hernandez and wife, Nidia Hernandez, recoded under County Clerk's File Number 00-R0080719, Real Property Records, Denton County, Texas;

THENCE South 06 degrees 43 minutes 13 seconds West with the east line of said 48.01 acre tract and the west line of said 10.01 acre tract, a distance of 93.32 feet to a ½ inch iron pin found on the east line of said 48.01 acre tract and the west line of said 10.01 acre tract;

THENCE South 01 degrees 30 minutes 06 seconds East with the east line of said 48.01 acre tract and the west line of said 10.01 acre tract, a distance of 343.13 feet to a ½ inch iron pin found on the east line of said 48.01 acre tract and the north right-of-way line of U.S. Highway 380;

THENCE North 85 degrees 20 minutes 52 seconds West with the north right-of-way line of U.S. Highway 380, a distance of 849.69 feet to a brass TxDOT monument found for corner;

THENCE North 49 degrees 38 minutes 34 seconds West with the north right-of-way line of U.S. Highway 380, a distance of 174.18 feet to a brass TxDOT monument found for corner;

THENCE North 88 degrees 50 minutes 46 seconds West with the north right-of-way line of U.S. Highway 380, a distance of 21.00 feet to a PK nail found in Jackson road on the west line of said 48.01 acre tract and the east line of a called 15.00 acre tract described in a deed to Everclear Investments, Inc. recorded under County Clerk's Document Number 2013-143203, Real Property Records, Denton County, Texas;

THENCE North 00 degrees 10 minutes 26 seconds West with the west line of said 48.01 acre tract and the east line of said 15.00 acre tract in Jackson road, a distance of 426.83 feet to a ½ inch iron pin found on the west line of said 48.01 acre tract and at the northeast corner of said 15.00 acre tract, said pin also being on an east line of said 464.173 acre tract;

THENCE North 00 degrees 09 minutes 58 seconds East with the west line of said 48.01 acre tract and an east line of said 464.173 acre tract, distance of 466.44 feet to the POINT OF BEGINNING and CONTAINING in all 13.020 acres of land.

NOTE: COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE AND/OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.

Tract 3:

All that certain tract or parcel of land lying and being situated in the R. Jowell Survey, Abstract Number 660, being part of a called 42.25 acre tract of land described in the deed to Burns Branch, L.P., recorded in Volume 4291, Page 1265, Real Property Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at a ½ inch iron pin found on the south line of said 42.25 acre tract and the north right of way line of U.S. Highway 380, said pin also being at the southeast corner of a called 60 foot road tract described in a deed to Big Sky Trails, Ltd., recorded in Volume 5431, Page 4070, Real Property Records, Denton County, Texas;

THENCE North 00 degrees 37 minutes 34 seconds East with the east line of said 60 foot road tract, a distance of 1108.59 feet to a ½ inch iron pin found on the east line of said 60 foot road tract and the southwest corner of a tract described in a deed to Burlington Resources Oil and Gas Company, L.P., recorded under County Clerk's Instrument File Number 2003-0166720, Real Property Records, Denton County, Texas;

THENCE South 89 degrees 58 minutes 30 seconds East with the south line of said Burlington tract, a distance of 208.70 feet to a ½ inch iron pin found at the southeast corner of said Burlington tract;

THENCE North 00 degrees 37 minutes 39 seconds East with the east line of said Burlington tract, a distance of 208.70 feet to a ½ inch iron pin found at the northeast corner of said Burlington tract and on the north line of said 42.25 acre tract, said pin also being on a south line of a called 464.173 acre tract of land described in the deed to Big Sky Trail, Ltd. recorded under Clerk's File Number 97-R0013693, Real Property Records, Denton County, Texas;

THENCE South 89 degrees 58 minutes 26 seconds East with the north line of said 42.25 acre tract and a south line of said 464.173 acre tract, a distance of 1020.13 feet to a ½ inch iron pin found at the northeast corner of said 42.25 acre tract and an inner ell corner of said 464.173 acre tract;

THENCE South 00 degrees 01 minutes 47 seconds West with the east line of said 42.25 acre tract and a west line of said 464.173 acre tract, a distance of 1504.02 feet to a brass TxDOT monument found on the east line of said 42.25 acre tract and a west line of said 464.173 acre tract, said monument also being on the north right of way line of U.S. Highway 380;

THENCE North 85 degrees 20 minutes 03 seconds West with the north right of way line of U.S. Highway 380, a distance of 314.73 feet to a ½ inch iron pin with a yellow plastic cap stamped "10023300" set on the south line of said 42.25 acre tract and on the north right of way of U.S. Highway 380;

THENCE North 80 degrees 07 minutes 12 seconds West with the south line of said 42.25 acre tract and the north right of way line of U.S. Highway 380, a distance of 942.75 feet to the POINT OF BEGINNING and CONTAINING in all 39.340 acres of land.

NOTE: COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE AND/OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.

Exhibit "2"

Addendum Form City of Krum and Big Sky Municipal Utility District

In conjunction with the minimum specifications attached, and the cost estimate provided, this Addendum to the Fire Agreement dated _____ clearly provides the capital obligation to the District, regarding the _____ detailed in Section 7 of the Fire Agreement.

The District is required to pay \$ _____ to the City, independent of its annual payment to the City, for the _____ capital obligation, in accordance with Section 7 of the Fire Agreement.

IN WITNESS WHEREOF, the City and the District have executed this Addendum Form in multiple counterparts as of the date and year first listed above, to be effective on the _____ day of _____, 20__.

CITY OF KRUM

BIG SKY MUNICIPAL UTILITY
DISTRICT OF DENTON COUNTY

By: _____
Mayor

By: _____

Name: _____

By: _____
Fire Chief

Title: _____

Exhibit “3”

Fire Agreement Feasibility Analysis

City of Krum Big Sky MUD - Feasibility Analysis

Contract Year	Appraised Value as of Jan. 1	Value % Increase per Year ¹	Development					City Net Effect										
			Homes		Commercial		New Dev Value	New Population	Cost per Capita	MUD Revenue	County Revenue ²			Operating Costs ³	New Growth Revenue ⁴	Annual Effect	Cumulative Effect	
			Units ⁷	Value	Acres	Value					EMS	Fire						
Base 2019																		
1 2020																		
2 2021																		
3 2022		0%	144	\$ 250,000	2.5	\$3,750,000	\$ 39,750,000	432	\$ 195	\$ 65,588	\$ 5,218	\$ 9,694	\$ 84,284	\$ 8,428	\$ 4,644	\$ 15,476	\$ 20,120	
4 2023		0%	288	\$ 250,000	7.5	\$11,250,000	\$ 83,250,000	864	\$ 195	\$ 137,363	\$ 10,436	\$ 19,383	\$ 168,568	\$ 16,857	\$ 27,545	\$ 47,665	\$ 78,617	
5 2024		0%	432	\$ 250,000	13	\$19,500,000	\$ 127,500,000	1,296	\$ 195	\$ 210,375	\$ 15,654	\$ 29,082	\$ 252,852	\$ 25,285	\$ 30,952	\$ 36,834	\$ 115,451	
6 2025		0%	576	\$ 250,000	15	\$22,500,000	\$ 166,500,000	1,728	\$ 195	\$ 274,725	\$ 20,873	\$ 38,776	\$ 337,136	\$ 33,714	\$ 40,240	\$ 50,570	\$ 200,575	
7 2026		0%	720	\$ 250,000	18	\$27,000,000	\$ 207,000,000	2,160	\$ 195	\$ 341,550	\$ 26,091	\$ 48,470	\$ 421,419	\$ 42,142	\$ 50,999	\$ 64,054	\$ 247,629	
8 2027		0%	864	\$ 250,000	20	\$30,000,000	\$ 246,000,000	2,592	\$ 195	\$ 405,900	\$ 31,309	\$ 58,164	\$ 505,703	\$ 50,570	\$ 64,054	\$ 80,176	\$ 327,802	
9 2028		0%	1,008	\$ 250,000	22.5	\$33,750,000	\$ 285,750,000	3,024	\$ 195	\$ 471,488	\$ 36,527	\$ 67,859	\$ 589,987	\$ 58,999	\$ 72,811	\$ 90,547	\$ 418,358	
10 2029		0%	1,152	\$ 250,000	24	\$36,000,000	\$ 324,000,000	3,456	\$ 195	\$ 534,600	\$ 41,745	\$ 77,553	\$ 674,271	\$ 67,427	\$ 83,408	\$ 104,963	\$ 521,766	
11 2030		2%	1,296	\$ 255,000	26	\$39,000,000	\$ 369,480,000	3,888	\$ 199	\$ 609,842	\$ 46,963	\$ 87,247	\$ 773,726	\$ 77,373	\$ 96,849	\$ 124,904	\$ 646,670	
12 2031		2%	1,381	\$ 260,100	30	\$45,000,000	\$ 404,198,100	4,143	\$ 203	\$ 666,927	\$ 50,043	\$ 92,969	\$ 840,961	\$ 84,096	\$ 104,906	\$ 135,812	\$ 782,484	
13 2032		2%	1,381	\$ 265,302	30	\$45,000,000	\$ 411,382,062	4,143	\$ 207	\$ 678,780	\$ 51,044	\$ 94,828	\$ 857,781	\$ 85,778	\$ 106,654	\$ 138,668	\$ 921,152	
14 2033		2%	1,381	\$ 270,608	30	\$45,000,000	\$ 418,709,708	4,143	\$ 211	\$ 690,871	\$ 52,065	\$ 96,725	\$ 874,936	\$ 87,494	\$ 108,587	\$ 141,275	\$ 1,062,429	
15 2034		2%	1,381	\$ 276,020	30	\$45,000,000	\$ 426,183,897	4,143	\$ 215	\$ 703,203	\$ 53,106	\$ 98,659	\$ 892,435	\$ 89,244	\$ 110,963	\$ 144,238	\$ 1,206,667	
16 2035		2%	1,381	\$ 281,541	30	\$45,000,000	\$ 433,807,575	4,143	\$ 220	\$ 715,782	\$ 54,168	\$ 100,633	\$ 910,284	\$ 91,028	\$ 112,904	\$ 146,162	\$ 1,322,829	
17 2036		2%	1,381	\$ 287,171	30	\$45,000,000	\$ 441,583,727	4,143	\$ 224	\$ 728,613	\$ 55,252	\$ 102,645	\$ 928,469	\$ 92,849	\$ 114,000	\$ 148,112	\$ 1,440,941	
18 2037		2%	1,381	\$ 292,915	30	\$45,000,000	\$ 449,515,401	4,143	\$ 229	\$ 741,700	\$ 56,357	\$ 104,698	\$ 947,059	\$ 94,706	\$ 116,000	\$ 150,062	\$ 1,560,003	
19 2038		0%	1,381	\$ 292,915	30	\$45,000,000	\$ 449,515,401	4,143	\$ 229	\$ 741,700	\$ 56,357	\$ 104,698	\$ 947,059	\$ 94,706	\$ 116,000	\$ 150,062	\$ 1,676,065	
20 2039		0%	1,381	\$ 292,915	30	\$45,000,000	\$ 449,515,401	4,143	\$ 229	\$ 741,700	\$ 56,357	\$ 104,698	\$ 947,059	\$ 94,706	\$ 116,000	\$ 150,062	\$ 1,792,127	
21 2040		2%	1,381	\$ 298,773	30	\$45,000,000	\$ 457,605,709	4,143	\$ 233	\$ 755,049	\$ 57,484	\$ 106,792	\$ 966,000	\$ 96,600	\$ 118,000	\$ 152,012	\$ 1,908,139	
22 2041		2%	1,381	\$ 304,749	30	\$45,000,000	\$ 465,857,824	4,143	\$ 238	\$ 768,665	\$ 58,634	\$ 108,928	\$ 985,320	\$ 98,532	\$ 120,000	\$ 154,012	\$ 2,024,151	
23 2042		2%	1,381	\$ 310,844	30	\$45,000,000	\$ 474,274,980	4,143	\$ 243	\$ 782,554	\$ 59,806	\$ 111,106	\$ 1,005,027	\$ 100,503	\$ 122,000	\$ 156,012	\$ 2,140,163	
24 2043		2%	1,381	\$ 317,060	30	\$45,000,000	\$ 482,860,480	4,143	\$ 247	\$ 796,720	\$ 61,002	\$ 113,329	\$ 1,025,127	\$ 102,513	\$ 124,000	\$ 158,012	\$ 2,256,175	
25 2044		2%	1,381	\$ 323,402	30	\$45,000,000	\$ 491,617,689	4,143	\$ 252	\$ 811,169	\$ 62,223	\$ 115,595	\$ 1,045,630	\$ 104,563	\$ 126,000	\$ 160,012	\$ 2,372,187	
26 2045		2%	1,381	\$ 329,870	30	\$45,000,000	\$ 500,550,043	4,143	\$ 257	\$ 825,908	\$ 63,467	\$ 117,907	\$ 1,066,543	\$ 106,654	\$ 128,000	\$ 162,012	\$ 2,488,199	
27 2046		2%	1,381	\$ 336,467	30	\$45,000,000	\$ 509,661,044	4,143	\$ 263	\$ 840,941	\$ 64,736	\$ 120,265	\$ 1,087,873	\$ 108,787	\$ 130,000	\$ 164,012	\$ 2,604,211	
28 2047		2%	1,381	\$ 343,196	30	\$45,000,000	\$ 518,954,265	4,143	\$ 268	\$ 856,275	\$ 66,031	\$ 122,671	\$ 1,109,631	\$ 110,963	\$ 132,000	\$ 166,012	\$ 2,720,223	
29 2048		0%	1,381	\$ 343,196	30	\$45,000,000	\$ 518,954,265	4,143	\$ 268	\$ 856,275	\$ 66,031	\$ 122,671	\$ 1,109,631	\$ 110,963	\$ 132,000	\$ 166,012	\$ 2,836,235	
30 2049		0%	1,381	\$ 343,196	30	\$45,000,000	\$ 518,954,265	4,143	\$ 268	\$ 856,275	\$ 66,031	\$ 122,671	\$ 1,109,631	\$ 110,963	\$ 132,000	\$ 166,012	\$ 2,952,247	

\$ 1,236,088

Assumptions:

Fire Tax Rate ¹	0.165
Value per Acre ⁴	\$1,500,000
Population per Unit ⁵	3
FY18 Fire Expenditures ⁶	\$ 975,508
2018 Population ⁷	5,000
2018 Cost per Capita ⁸	\$ 195.10
New Growth Revenue ⁹	10%
Cost per EMS Transport ¹⁰	\$ 257.00
Cost per Fire Call ¹¹	\$ 600.00

Footnotes:

- 1) Beginning in Year 11, values and costs are increased 2% each year with 0%
- 2) Provided by County from email dated 9/16
- 3) Fire Expenditures taken from FY 18-19 Budget, adjusted for interlocal agreement revenue
- 4) Tax Rate and Value per Acre taken from potential Fire Services Agreement
- 5) Population based off of Census
- 6) Assumed 10% cost allocation to additional for #1 coverage and additional area growth
- 7) Based on Developer Timeline provided 9/13/19

10/1/2019

**Assumptions used in Feasibility Study
City of Krum
2018-2019 Budget
Offsetting Revenues and Non-Capital Expenditures**

Budget Year 2018-2019 Offsetting Fire Revenues	
Fire Recovery USA	\$ 20,000
Fire Inspections	\$ 4,000
Fire-Runs Reimb.	\$ 115,000
EMS Billing	\$ 220,000
Fire-Denton Co	\$ 10,000
Ponder EMS	\$ 22,500
Denton Co. EMS	\$ 165,000
KISD EMS	\$ 700
Total	\$ 557,200

Budget Year 2018-2019 Non-Capital Fire Expenditures	
Personnel	\$ 1,283,488
Supplies	\$ 119,850
Operations	\$ 49,075
Contractual Services	\$ 40,795
Maint.	\$ 39,500
Total	\$ 1,532,708

Budget Year 2018-2019 Summary	
Non-Capital Fire Expenditures	\$ 1,532,708
Offsetting Fire Revenues	\$ 557,200
Total Fire Cost to City	\$ 975,508

10/1/2019

Exhibit “4”

Ambulance Minimum Specifications



Krum Fire Department

400 N. First St. Krum TX 76249

940-482-6257 FAX 940-482-3705

www.krumfire.com



New Ambulance Minimum Standards

- Apparatus must meet or exceed the most current NFPA, DOT, CAAS, KKK and TDSHS ambulance standards.
- Apparatus must be mechanically sound and physically capable of operating at the required capacity. Apparatus shall be new and shall not be a used apparatus that is being purchased from another agency or dealer.
- Chassis shall be diesel powered, equipped with four-wheel drive, and be capable of carrying the weight of a fully loaded ambulance box.
- A minimum of 167" ambulance box is required and capable of carrying the required equipment and tools for EMS operations.
- Apparatus shall be equipped with SRS airbag systems both in the chassis and patient compartment for occupant safety.
- Apparatus will have the most current and adequate emergency and scene lighting to operate in a safe and effective manner.
- Apparatus will be painted and decals placed in a manner congruent with the current scheme of the Krum Fire Department fleet.
- Apparatus shall be equipped with the most current and up to date equipment listed: Stryker cot auto loading system, Stryker power cot, Lifepak 15, a Lucas CPR device, battery operated hydraulic combi-tool.
- Apparatus must be equipped with one or multiple side or backup cameras.
- Apparatus will be equipped with the required communication equipment and software including but not limited to radio equipment (mobile and portable), computers, computer dispatch software, and internet access point. Communication equipment must meet the requirements of the Denton County Dispatch radio system.
- The Fire Chief with the City of Krum will present all specifications for the apparatus.
- Apparatus specifications are subject to change and to meet the national and/or state safety standards and technology.

Exhibit “5”

Fire Station RFQ

RFQ FOR KRUM FIRE STATION BIG SKY DEVELOPMENT

I. PURPOSE

The district will design and construct with the architectural, civil, structural, mechanical, electrical and plumbing components related to the building, provide computer-aided drafting and design (CADD) documentation, provide specifications, estimate construction costs, provide value engineering, arrange and conduct meetings, carry on normal construction administration services and perform all construction activities.

II. BACKGROUND

The new Fire Station on Big Sky Development located in Krum, TX 76249 on approximately 2.5-3.5 acres. The Fire Station will be approximately 11,000 sq. ft. which will include three drive through apparatus bays, 7 dorm rooms, Captains dorm room with office, offices, watch room, locker room, workout area/room, restrooms, data closet, EMS supply room, workshops, kitchen, day room and training facility. County deputy sheriff office with external entrance and parking spot for squad. This facility is to be fully functional 24/7 365 days a year.

III. OBJECTIVE

The Construction Contractor and its Designer shall have significant experience in planning, designing, and constructing projects with similar characteristics.

IV. DESIGN CRITERIA PACKAGE

A. PROJECT DESCRIPTION

The Fire Station will be an 11,000 square foot building with three drive through apparatus bays, 7 dorm rooms, Captains dorm room with office, offices, watch room, locker room, workout area/room, restrooms, data closet, EMS supply room, workshops, kitchen, day room and training facility. Data closet will consist of but not limited to radio system, consulate with consulate wiring, station alerting system, internet, antenna and exterior camera system. The station will be supplied with all furnishings for each appropriate room, shelving, kitchen appliances and PPE/SCBA storage. Exterior entrance for sheriff deputy and parking. The concrete paved driveway should withstand heavy fire truck and public work truck traffic. 14 parking spots fenced in at the rear of the fire station. 10 parking spots for the entrance to administration area at the fire station. This facility is to be fully functional 24/7 365 days a year.

Exhibit “6”

Fire Brush Truck Minimum Specifications



Krum Fire Department

400 N. First St. Krum TX 76249

940-482-6257 FAX 940-482-3705

www.krumfire.com



New Brush Truck Minimum Standard

- Apparatus must be mechanically sound and physically capable of operating at the required capacity. Apparatus shall be new and shall not be a used apparatus that is being purchased from another agency or dealer.
- Chassis shall be diesel powered, equipped with four-wheel drive, and be capable of carrying the weight of the bed, skid unit, tools and equipment for firefighting operations.
- A minimum of 400-gallon water tank with diesel pump to be equipped.
- Apparatus should be equipped with SRS airbag systems for occupant safety.
- Apparatus will be painted and decals placed in a manner congruent with the current scheme of the Krum Fire Department fleet.
- Apparatus will have the most current and adequate emergency and scene lighting to operate in a safe and effective manner.
- Apparatus shall be at an adequate ride height as to safely operate off road.
- Apparatus must meet or exceed the most current the standards set forth for set forth be the National Fire Protection Association in standard NFPA 1906.
- Apparatus must be equipped with one or multiple side or backup cameras.
- Apparatus must be equipped with most current model of Fircom wireless headsets for communication and radio integration.
- Apparatus will be equipped with the required communication equipment and software including but not limited to radio equipment (mobile and portable), computers, computer dispatch software, and internet access point. Communication equipment must meet the requirements of the Denton County Dispatch radio system.
- The Fire Chief with the City of Krum will present all specifications for the apparatus.
- Apparatus specifications are subject to change and to meet the national and/or state safety standards and technology.

Exhibit “7”

Fire Engine Minimum Specifications



Krum Fire Department

400 N. First St. Krum TX 76249

940-482-6257 FAX 940-482-3705

www.krumfire.com



New Custom Fire Fighting Engine Minimum Standards

- Apparatus must be mechanically sound and physically capable of operating at the required capacity. Apparatus shall be new and shall not be a used apparatus that is being purchased from another agency or dealer.
- Apparatus must meet or exceed the most current the standards set forth for firefighting apparatus by the National Fire Protection Association in NFPA 1901 and DOT.
- A safe and secure cab with seating capacity for a minimum of four firefighters and required PPE. 140" cab.
- Apparatus body shall be a minimum of 152" and be capable of carrying the required equipment and tools for firefighting and EMS support capacities.
- Apparatus shall have a minimum pump capacity of 1500 gallons per minute.
- Apparatus shall be capable and equipped with a minimum of 1000-gallon water tank.
- Foam system and tank shall be equipped.
- The hose bed will accommodate 1000 feet of 5.00" hose and 1000 feet of 3.00" hose.
- Apparatus must be equipped with a crosslay hose bed that is divided. Total capacity of crosslay hose bed would be 400 feet.
- Apparatus will be painted and decals placed in a manner congruent with the current scheme of the Krum Fire Department fleet.
- Apparatus will have the most current and adequate emergency and scene lighting to operate in a safe and effective manner.
- Before the apparatus can be placed into service it must be outfitted with the required NFPA compliment of tools and equipment. (Approx. \$100,000).
- Apparatus must be equipped with SRS airbag systems for occupant safety.
- Apparatus must be equipped with one or multiple side and/or backup cameras.
- Apparatus will be equipped with the required communication equipment and software including but not limited to radio equipment (mobile and portable), computers, computer dispatch software, and internet access point. Communication equipment must meet the requirements of the Denton County Dispatch radio system.
- All seating positions will be equipped with a SCBA, safety vest, portable radio, wireless headset, and flashlight.
- The Fire Chief with the City of Krum will present all specifications for the apparatus.
- Apparatus specifications are subject to change and to meet the national and/or state safety standards and technology.

Exhibit "8"

Notification of Payment Shortfall

Date: _____

The results of the financial audit completed in Fiscal Year 20__ show a shortfall between anticipated payment per the Fire Protection Agreement by and between the City and Big Sky Municipal Utility District executed on _____ ("Agreement") and the actual payment(s) made during the Fiscal Year 20__ via the Fire Tax collected by Denton County. Section 6 (f) of the Agreement requires the District to reimburse the City for the shortfall within thirty days before accruing damages.

- The anticipated total annual contract payment for FY 20__: \$ _____

As noted in the schedule on page 2

minus

- The actual annual payment(s) for FY 20__: \$ _____
- The Shortfall : \$ _____

As a result of the shortfall noted above, please remit \$ _____ to the City within 30 days of the above date.

CITY OF KRUM

BY: _____

TITLE: _____

DATE: _____

Sent via certified mail # _____

Exhibit 8 – Page 2

Excerpt from Section 6. Payment for Fire Protection Services of the Fire Protection Agreement dated _____ by and between the City and the Big Sky Municipal Utility District of Denton County.

- (i) At contract year 3 (approximately 2022), new Fire Tax revenue is estimated to be \$65,588 (144 homes and 2.5 commercial acres built)
- (ii) At contract year 4 (approximately 2023), new Fire Tax revenue is estimated to be \$137,363 (288 homes and 7.5 commercial acres built)
- (iii) At contract year 5 (approximately 2024), new Fire Tax revenue is estimated to be \$210,375 (432 homes and 13 commercial acres built)
- (iv) At contract year 6 (approximately 2025), new Fire Tax revenue is estimated to be \$274,725 (576 homes and 15 commercial acres built)
- (v) At contract year 7 (approximately 2026), new Fire Tax revenue is estimated to be \$341,550 (720 homes and 18 commercial acres built)
- (vi) At contract year 8 (approximately 2027), new Fire Tax revenue is estimated to be \$405,900 (864 homes and 20 commercial acres built)
- (vii) At contract year 9 (approximately 2028), new Fire Tax revenue is estimated to be \$471,488 (1,008 homes and 22.5 commercial acres built)
- (viii) At contract year 10 (approximately 2029), new Fire Tax revenue is estimated to be \$534,600 (1,152 homes and 24 commercial acres built)
- (ix) At contract year 11 (approximately 2030), new Fire Tax revenue is estimated to be \$609,642 (1,296 homes and 26 commercial acres built)
- (x) At contract year 12 (approximately 2031), new Fire Tax revenue is estimated to be \$666,927 (1,381 homes and 30 commercial acres built)

SKLAW

Sanford | Kuhl | Hagan | Kugle | Parker | Kahn LLP

1980 POST OAK BOULEVARD

SUITE 1380

HOUSTON, TEXAS 77056

(713) 850-9000

FAX: (713) 850-1330

www.sklaw.us

LAURA C. DAVIS

ldavis@sklaw.us

December 10, 2019

VIA FEDERAL EXPRESS

Raquela "Rock" Cornelius
Krum Fire Department
400 N. First Street
Krum, Texas 76249

Re: Big Sky Municipal Utility District of Denton County (the "District")

Dear Ms. Cornelius:

Enclosed please find two originals of the Fire Protection Agreement between the District and the City of Krum signed by the District. Please sign both originals, and return one to me at the above address while retaining one original for your records.

Thank you for your attention to this matter. Please contact me if you should have any questions.

Best regards,



Laura Davis

Enclosures

**CITY OF KRUM
STAFF REPORT
COUNCIL AGENDA ITEM # I & J-1**

AGENDA TYPE: EXECUTIVE	Finance Review	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A
	Legal Review	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A
Council Meeting Date: April 1, 2024	FINANCIAL IMPACT:		
Staff Contact: Nick Vincent			
Department: Finance			
ACTION REQUESTED			
AGENDA CAPTION			
<p><u>EXECUTIVE SESSION</u></p> <p>The City Council shall convene in Closed Session in accordance with Texas Government Code § Section 551.071 to obtain advice from the City Attorney and in accordance with Texas Government Code as follows:</p> <ol style="list-style-type: none">1. § Section 551.071 to obtain advice from the City Attorney concerning a potential development agreement. <p><u>RECONVENE INTO OPEN SESSION</u></p> <p>The City Council shall convene in Open Session and may take action related to discussion in Executive Session.</p> <ol style="list-style-type: none">1. Discuss, consider and take action regarding a potential development agreement with a MUD District. Staff Resource: N. Vincent			
BACKGROUND/SUMMARY OF ITEM			
STAFF OPTIONS & RECOMMENDATION			
List of Supporting Documents/Exhibits Attached: None	Prior Action/Review by Council, Boards, Commissions or Other Agencies:		

**CITY OF KRUM
STAFF REPORT
COUNCIL AGENDA ITEM # K-1**

AGENDA TYPE: DISCUSSION	Finance Review	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A
	Legal Review	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A
Council Meeting Date: April 1, 2024	FINANCIAL IMPACT: N/A		
Staff Contact: Adam North & Terry Hargis			
Department: Police & Fire			
ACTION REQUESTED			
Discussion			
AGENDA CAPTION			
Future of the Fire/Police Departments			
BACKGROUND/SUMMARY OF ITEM			
This item will be on the agenda continuously for the discussion and eventually action regarding a possible bond election at some point in the future for the purpose of building a new Fire and Police Substation.			
STAFF OPTIONS & RECOMMENDATION			
List of Supporting Documents/Exhibits Attached: None		Prior Action/Review by Council, Boards, Commissions or Other Agencies:	

**CITY OF KRUM
STAFF REPORT
COUNCIL AGENDA ITEM # K-2**

AGENDA TYPE: DISCUSSION	Finance Review	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A
	Legal Review	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A
Council Meeting Date: April 1, 2024	FINANCIAL IMPACT: N/A		
Staff Contact: N. Vincent & L. Cabrera			
Department: Finance & Administration			
ACTION REQUESTED			
Discussion			
AGENDA CAPTION			
Future of the New City Hall			
BACKGROUND/SUMMARY OF ITEM			
This item will be on the agenda continuously for discussion until we are in the new City Hall. This item may be used for updates, questions, etc.			
STAFF OPTIONS & RECOMMENDATION			
List of Supporting Documents/Exhibits Attached: None	Prior Action/Review by Council, Boards, Commissions or Other Agencies:		

**CITY OF KRUM
STAFF REPORT
COUNCIL AGENDA ITEM # K-3**

AGENDA TYPE: DISCUSSION	Finance Review	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A
	Legal Review	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A
Council Meeting Date: April 1, 2024	FINANCIAL IMPACT: N/A		
Staff Contact: N. Vincent & C. Wheeler			
Department: Finance & Human Resources			
ACTION REQUESTED			
Discussion			
AGENDA CAPTION			
Insurance Update			
BACKGROUND/SUMMARY OF ITEM			
At the request of the city council, a health insurance committee has been established to furnish updates and recommendations as they become available.			
STAFF OPTIONS & RECOMMENDATION			
List of Supporting Documents/Exhibits Attached: None	Prior Action/Review by Council, Boards, Commissions or Other Agencies:		

**CITY OF KRUM
STAFF REPORT
COUNCIL AGENDA ITEM # K-4**

AGENDA TYPE: DISCUSSION	Finance Review	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A
	Legal Review	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A
Council Meeting Date: April 1, 2024	FINANCIAL IMPACT: N/A		
Staff Contact: Richard Troth			
Department: Administration			
ACTION REQUESTED			
Discussion			
AGENDA CAPTION			
Speed Limits on FM 1173			
BACKGROUND/SUMMARY OF ITEM			
Councilman Troth would like to discuss the speed limits on FM 1173 around the EEC. With the buses no longer picking up students inside the 2 mile line then more kids will be walking to school and/or more vehicles on the road.			
STAFF OPTIONS & RECOMMENDATION			
List of Supporting Documents/Exhibits Attached: None	Prior Action/Review by Council, Boards, Commissions or Other Agencies:		

**CITY OF KRUM
STAFF REPORT
COUNCIL AGENDA ITEM # K-5**

AGENDA TYPE: DISCUSSION	Finance Review	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A
	Legal Review	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A
Council Meeting Date: April 1, 2024	FINANCIAL IMPACT: N/A		
Staff Contact: Lisa Dawn Cabrera, TRMC, CMC			
Department: Administration			
ACTION REQUESTED			
Discussion			
AGENDA CAPTION			
SB 1145 - Day Care Property Tax			
BACKGROUND/SUMMARY OF ITEM			
Staff are seeking direction for the Council's desire to offer property tax exemption for child care facilities. SB 1145 (attached) allows cities and counties to grant up to 100% tax abatement on properties used to operate a childcare center.			
STAFF OPTIONS & RECOMMENDATION			
List of Supporting Documents/Exhibits Attached: SB 1145	Prior Action/Review by Council, Boards, Commissions or Other Agencies:		

AN ACT

relating to a local option exemption from ad valorem taxation by a county or municipality of all or part of the appraised value of real property used to operate a child-care facility.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Subchapter B, Chapter 11, Tax Code, is amended by adding Section 11.36 to read as follows:

Sec. 11.36. CHILD-CARE FACILITIES. (a) In this section:

(1) "Child-care facility" means a facility licensed by the Health and Human Services Commission to provide assessment, care, training, education, custody, treatment, or supervision for a child who is not related by blood, marriage, or adoption to the owner or operator of the facility, for all or part of the 24-hour day, whether or not the facility is operated for profit or charges for the services it offers.

(2) "Qualifying child-care facility" means a child-care facility:

(A) the owner or operator of which participates in the Texas Workforce Commission's Texas Rising Star Program as described by Section 2308.3155, Government Code, for that facility; and

(B) at which at least 20 percent of the total number of children enrolled at the facility receive subsidized child-care services provided through the child-care services

1 program administered by the Texas Workforce Commission.

2 (b) Subject to Subsection (d), if the governing body of a
3 county or municipality in the manner required by law for official
4 action by the governing body adopts the exemption, a person is
5 entitled to an exemption from taxation by the county or
6 municipality of all or part of the appraised value of:

7 (1) the real property the person owns and operates as a
8 qualifying child-care facility; or

9 (2) the portion of the real property that the person
10 owns and leases to a person who uses the property to operate a
11 qualifying child-care facility.

12 (c) The governing body of a county or municipality may adopt
13 the exemption authorized by this section as a percentage of the
14 appraised value of the property. The percentage specified by the
15 governing body may not be less than 50 percent.

16 (d) To qualify for the exemption authorized by this section,
17 the property must be:

18 (1) except as provided by Subsection (e), used
19 exclusively to provide developmental and educational services for
20 children attending the child-care facility; and

21 (2) reasonably necessary for the operation of the
22 child-care facility.

23 (e) The use of exempt property for functions other than
24 providing developmental and educational services for children
25 attending the child-care facility located on the property does not
26 result in the loss of an exemption authorized by this section if
27 those other functions are incidental to the use of the property for

1 providing those services to those children and benefit:

2 (1) those children; or

3 (2) the staff and faculty of the facility.

4 (f) A person who claims an exemption under Subsection (b)(2)
5 must include with the application for the exemption an affidavit
6 certifying to the chief appraiser for the appraisal district that
7 appraises the property that is the subject of the application that:

8 (1) the person has provided to the child-care facility
9 to which the property is leased a disclosure document stating the
10 amount by which the taxes on the property are reduced as a result of
11 the exemption and the method the person will implement to ensure
12 that the rent charged for the lease of the property fully reflects
13 that reduction;

14 (2) the rent charged for the lease of the property
15 reflects the reduction in the amount of taxes on the property
16 resulting from the exemption through a monthly or annual credit
17 against the rent; and

18 (3) the person does not charge rent for the lease of
19 the property in an amount that exceeds:

20 (A) for property that consists of space in a
21 commercial property, the rent charged by the person to other
22 tenants of the commercial property for similar space; or

23 (B) for property other than property described by
24 Paragraph (A), the average rent charged for comparable rental
25 property.

26 (g) Notwithstanding any other provision of this section, a
27 person may not claim an exemption under Subsection (b)(2) for

property:

(1) for which the person claims an exemption under
Section 11.13 ; or

(2) any part of which is leased by the person to
another person for use as a principal residence.

(h) Property is not ineligible for an exemption under this
section if a portion of the property is used for functions other
than those described by Subsections (d) and (e). However, the
exemption does not apply to the value of the portion of the property
that is used for those other functions.

(i) Section 25.07 does not apply to a leasehold interest in
property for which the owner receives an exemption under this
section.

(j) The comptroller may adopt rules and forms necessary for
the administration of this section.

SECTION 2. Section 11.43 (c), Tax Code, is amended to read as
follows:

(c) An exemption provided by Section 11.13 , 11.131 , 11.132 ,
11.133 , 11.134 , 11.17 , 11.18 , 11.182 , 11.1827 , 11.183 , 11.19 ,
11.20 , 11.21 , 11.22 , 11.23 (a), (h), (j), (j-1), or (m), 11.231 ,
11.254 , 11.27 , 11.271 , 11.29 , 11.30 , 11.31 , 11.315 , ~~or~~ 11.35 , or
11.36, once allowed, need not be claimed in subsequent years, and
except as otherwise provided by Subsection (e), the exemption
applies to the property until it changes ownership or the person 's
qualification for the exemption changes. However, except as
provided by Subsection (r), the chief appraiser may require a
person allowed one of the exemptions in a prior year to file a new

1 application to confirm the person 's current qualification for the
2 exemption by delivering a written notice that a new application is
3 required, accompanied by an appropriate application form, to the
4 person previously allowed the exemption. If the person previously
5 allowed the exemption is 65 years of age or older, the chief
6 appraiser may not cancel the exemption due to the person 's failure
7 to file the new application unless the chief appraiser complies
8 with the requirements of Subsection (q), if applicable.

9 SECTION 3. This Act applies only to ad valorem taxes imposed
10 for a tax year beginning on or after the effective date of this Act.

11 SECTION 4. This Act takes effect January 1, 2024, but only
12 if the constitutional amendment proposed by the 88th Legislature,
13 Regular Session, 2023, authorizing a local option exemption from ad
14 valorem taxation by a county or municipality of all or part of the
15 appraised value of real property used to operate a child-care
16 facility is approved by the voters. If that amendment is not
17 approved by the voters, this Act has no effect.

S.B. No. 1145

President of the Senate

Speaker of the House

I hereby certify that S.B. No. 1145 passed the Senate on
May 1, 2023, by the following vote: Yeas 25, Nays 6.

Secretary of the Senate

I hereby certify that S.B. No. 1145 passed the House on
May 16, 2023, by the following vote: Yeas 109, Nays 33,
one present not voting.

Chief Clerk of the House

Approved:

Date

Governor

**CITY OF KRUM
STAFF REPORT
COUNCIL AGENDA ITEM # K-6**

AGENDA TYPE: DISCUSSION	Finance Review	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A
	Legal Review	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A
Council Meeting Date: April 1, 2024	FINANCIAL IMPACT: N/A		
Staff Contact: Jesse Vasquez			
Department: Administration			
ACTION REQUESTED			
Discussion			
AGENDA CAPTION			
Update on Code Performance			
BACKGROUND/SUMMARY OF ITEM			
<p>Councilman Vasquez requested a discussion item be added for an update on the Code Officer's activities. Our Code Officer, Sam Hernandez, will be in attendance to be able to give the members of the Council an update. He has written a short synopsis of his activities.</p>			
STAFF OPTIONS & RECOMMENDATION			
List of Supporting Documents/Exhibits Attached: Synopsis	Prior Action/Review by Council, Boards, Commissions or Other Agencies:		

Code Progress Synopsis

The Code enforcement program has gone smoothly. We have a very high compliance rate with just the initial notice. This has been done with a commonsense approach to enforcement and communication with residents. There will be some that are upset but with an explanation and an empathetic understanding of the situation, most have been satisfied with the answers. Not having full time proactive enforcement in the city has given me the opportunity to bring an educational approach to code enforcement. There have been no citations issued yet. I believe education and the persistence in trying to contact the residents or homeowners to explain possible violations, has played a large part in the community's acceptance of code enforcement. I may knock on a door, make a phone call, email, or even leave a business card on the door. Several residents have thanked me for starting the program.

Case Progression

Each step will be documented.

Courtesy Notice

Code Officer observes a property maintenance or public nuisance violation, the first step is usually a courtesy notice. Courtesy notices come in many forms such as a yellow door hanger, a note received through the mail, or a conversation with the Code Officer. Once ten days have passed, the Officer will conduct a follow-up inspection. If the problem persists, the case will progress to a formal violation.

Violation Notice

A Notice of Violation will be mailed, Certified Mail, to the owner of the property. The violation must be abated within ten days.

If, after the follow-up inspection, the problem persists, the case may be forwarded to the municipal court.

****If the case progresses to municipal court, fines and/or civil penalties may be imposed.**

The Exception:

High Grass and Weeds

High grass and weeds (Overgrown vegetation) are both a property maintenance issue as well as a public nuisance violation. As such, cases for high grass and weeds are processed a bit differently than the other property maintenance or public nuisance violations.

If the violation has not been remedied ten days after the courtesy or violation notice, the City has the authority to enter the property, cut the grass, and bill the resident for the cost. Non-payment will result in a lien being placed on your property.

This also applies to properties that are "repeat offenders." Repeat offenders are those properties with additional high grass violations within a 12-month period.

**CITY OF KRUM
STAFF REPORT
COUNCIL AGENDA ITEM # L-1**

AGENDA TYPE: FUTURE AGENDA ITEMS	Finance Review	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A
	Legal Review	<input type="checkbox"/> Yes	<input type="checkbox"/> N/A
Council Meeting Date: April 1, 2024	FINANCIAL IMPACT: N/A		
Staff Contact: Lisa Dawn Cabrera, TRMC, CMC			
Department: Administration			
ACTION REQUESTED			
Discussion			
AGENDA CAPTION			
Staff updates on City Council items, current department activities, anticipated future agenda items, and responses to questions posed by members. 1. Agenda Planning Calendar			
BACKGROUND/SUMMARY OF ITEM			
Attached is the planning calendar for the next year to give you an idea of the upcoming meetings.			
STAFF OPTIONS & RECOMMENDATION			
No action is required.			
List of Supporting Documents/Exhibits Attached: Planning Calendar	Prior Action/Review by Council, Boards, Commissions or Other Agencies:		

Council Agenda Planning - 2024

Meeting Date	Regular Items	Consent	Public Hearings	Workshop	Discussion	Proclamations / Presentation
5/6/2024 Regular	Water/Wastewater Master Plan Audit?? CCN purchase	Minutes			Future of the Fire & Police Department Future City Hall Insurance	
5/13/2024 Possible Canvass??		Canvass Ordinance				
6/3/2024 Regular	Elect Mayor Pro Tem	Minutes			Future of the Fire & Police Department Future City Hall Insurance	
7/1/2024 Regular		Minutes CCPD Presents Budget to CC				
8/5/2024 Regular	Budget Overview Set Tax Rate & Public Hearing	Minutes	CCPD Budget Public Hearing			
8/6/2024 Budget				FY 2024-25 Proposed Budget HR presents Department Admin presents Department Library presents Department		
8/13/2024 Budget				FY 2024-25 Proposed Budget Fire presents Department Police presents Department Finance/Court presents		
8/20/2024 Budget				FY 2024-25 Proposed Budget Dev. Srv. presents EDC presents Department PW presents Department		

Council Agenda Planning - 2024						
Meeting Date	Regular Items	Consent	Public Hearings	Workshop	Discussion	Proclamations / Presentation
8/27/2024 Budget			Budget/Tax Rate Public Hearing	FY 2024-25 Proposed Budget		
9/3/2024 Regular	Budget/Tax Rate Adoption Accepting Tax Roll Adopt CCPD Budget	Minutes			Future of the Fire & Police Department	
10/7/2024 Regular	Reappoint/Appoint Members to Boards, Commissions & Committees	Minutes Designate Official Newspaper			Future of the Fire & Police Department	
11/4/2024 Regular		Minutes			Future of the Fire & Police Department	
12/9/2024 Regular		Minutes			Future of the Fire & Police Department	