



AGENDA
MONDAY, NOVEMBER 25, 2024
CITY COUNCIL WORK SESSION - 6:00 PM
REGULAR CITY COUNCIL MEETING - 6:30 PM
CITY HALL COUNCIL CHAMBERS
209 S. WASHINGTON STREET
KAUFMAN, TEXAS 75142
AND VIA VIDEOCONFERENCE/TELECONFERENCE

**This meeting will be held using
videoconferencing/teleconferencing
technology with public access via:
WWW.ZOOM.US/JOIN OR
(888)788-0099 (TOLL-FREE)
MEETING/WEBINAR ID: 833 6927 8412
PASSWORD: 562304**

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

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

1. Discussion and provide direction to staff regarding a conceptual site plan for a future City of Kaufman Public Works Facility.
2. Discussion regarding items on the Regular Session Agenda, including the consideration of Executive Session items

WORK SESSION ADJOURNMENT

PLEDGE OF ALLEGIANCE

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

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

RECOGNITION

3. Business of the Month - Galleher Industries
4. Certificate of Achievement for Excellence in Financial Reporting - Finance Department

CONSENT AGENDA

5. Consider and take appropriate action on the minutes from the October 28, 2024, TIRZ #2, Work Session and Regular City Council Meeting.
6. Consider and take appropriate action on the **Final Plat of Five Points Addition, Block B, Lot 3**, situated on approximately 1.24 acres out of the D. Falcon Survey, Abstract No. 151, City of Kaufman, Kaufman County, Texas, said property being generally located at the southwest corner of S. Washington St. & Roundup Dr. (Property ID 235266). The property is zoned Planned Development-22, Sub-District A ("PD-22-A") for "C" Commercial uses. The final plat is for 1 non-residential lot. (Case No. FP-09-24)
7. Consider and take appropriate action on Resolution R-33-24, a resolution of the City Council of the City of Kaufman, Texas, repealing Resolution R-10-24, providing a list of approved Cooperative Purchasing Programs for City participation, and adopting an updated list of Cooperative Purchasing Programs for City use.
8. Consider and take appropriate action on an Interlocal Cooperative Agreement between Ellis County, Texas, and the City of Kaufman, Texas, for the purpose of establishing a cooperative purchasing program, which will allow each party to purchase goods and services under each other's competitively bid contracts; and authorizing the Mayor or his designee to execute necessary documents.
9. Consider and take appropriate action on a Contract between Texas Materials Group, Inc., and the City of Kaufman, Texas, for the purpose of utilizing the vendor's awarded contract with Ellis County for Pavement Rehabilitation and Resurfacing Services under RFB No 2024-010; and authorizing the Mayor or his designee to execute necessary documents.
10. Consider and take appropriate action on Resolution R-34-24, a resolution of the City Council of the City of Kaufman, Texas, adopting a City of Kaufman Procurement Policy; and providing an effective date.
11. Consider and take appropriate action on Resolution R-35-24, a resolution of the City of Kaufman, accepting the Public Improvements for Five Points Phase 1 and establishing the date for a two (2) year warranty period.

END OF CONSENT AGENDA

DISCUSSION/ACTION ITEMS

12. Receive an update and discussion regarding the Delinquent Tax Collection report by Linebarger Goggan Blair & Sampson LLP.
13. Consider and take appropriate action on Resolution R-30-24, a resolution of the City Council of the City of Kaufman, Texas, casting its vote for a member of the Board of Directors of the Kaufman Central Appraisal District; and providing an effective date.

14. Consider and take appropriate action on the **Revised Site Plan of Walmart (to accommodate drone delivery services)**, situated on approximately 17.92 acres out of the D. Falcon Survey, Abstract No. 151, City of Kaufman, Kaufman County, Texas, being Lot 2, Block A of Kings Fort Addition Phase 2, said property located at 300 Kings Fort Parkway (Property ID 190030). The property is zoned Planned Development-7-C ("PD-7-C") for "C" Commercial uses. (Case No. SP-03-24)
15. Consider and take appropriate action on **The Trails First Amended and Restated Development Agreement** between the City of Kaufman, Texas and Tejas Wycliff Properties, LLC – 2727 Kaufman Series, a Texas limited liability company, GSI Baylor, LLC, a Texas limited liability company, Ezonya Incorporated, a California corporation, and Sam Goldman, for development of an approximate 132.10 acres (Property IDs 2199, 2206, 2207, 187114, 213257, and 213258) situated in the T. Beedy Survey, Abstract No. 21 in the City's Extra-Territorial Jurisdiction (ETJ), Kaufman County, Texas, generally located on the west side of Farm-to-Market Road 2727, approximately 1,200 feet south of County Road 143 and 1,100 feet north of Summerville Drive; and authorizing the Mayor or designee to execute necessary documents.

PUBLIC HEARING

16. Conduct a public hearing, consider, and take appropriate action on Resolution R-31-24, a resolution of the City Council of the City of Kaufman, Texas, for the dissolution of the City of Kaufman Public Improvement District Number Five within the extraterritorial jurisdiction of the City of Kaufman, Texas, on an approximate 73.09 acres of land situated in the Thomas Beedy Survey, Abstract No. 21, Kaufman County, Texas and as more particularly described by a metes and bounds description available at Kaufman City Hall; setting a date for and authorizing the issuance of notice of Public Hearing by the City Secretary of Kaufman, Texas. (The Trails Development)
 - a. Presentation
 - b. Public Hearing
 - c. Consider and take appropriate action on Resolution R-31-24
17. Conduct a public hearing, consider, and take appropriate action on Resolution R-32-24, a resolution of the City Council of the City of Kaufman, Texas, for the creation of the City of Kaufman Public Improvement District Number Five within the extraterritorial jurisdiction of the City of Kaufman, Texas, on an approximate 132.10 acres of land situated in the Thomas Beedy Survey, Abstract No. 21, Kaufman County, Texas, comprised of two tracts of land more particularly described by metes and bounds descriptions available at Kaufman City Hall; setting a date for and authorizing the issuance of notice of Public Hearing by the City Secretary of Kaufman, Texas. (The Trails Development)
 - a. Presentation
 - b. Public Hearing
 - c. Consider and take appropriate action on Resolution R-32-24

18. Conduct a public hearing, consider, and take appropriate action on Ordinance No. O-27-24, an Ordinance of the City Council of the City of Kaufman, Texas, amending Ordinance No. O-02-07 and Chapter 118, "Zoning" of the Kaufman Code of Ordinances and the Official Zoning Map of the City to authorize a **Specific Use Permit (SUP-57)** for alcoholic beverage sales in conjunction with a restaurant (Eleanor's Coffee Shop) on approximately 0.19 acres out of the J.B. Cole Survey, Abstract No. 84, City of Kaufman, Kaufman County, Texas, being Lots 1 and 2 and part of Lot 3 of Block 19 of Kaufman Original, said property being located at 303 W. Mulberry St. (Property ID 28506). The property is zoned "C" Commercial District. (Case No. Z-09-24)
 - a. Presentation
 - b. Public Hearing
 - c. Consider and take appropriate action on Ordinance No. O-27-24

APPOINTMENT

19. Consider and take appropriate action on the appointment of two (2) members to the Kaufman Zoning Board of Adjustments for a two (2) year term to expire September 2026.
20. Consider and take appropriate action on the appointment of four (4) members to the Kaufman Planning and Zoning Commission for a two (2) year term to expire November 2026.

ANNOUNCEMENTS AND REPORTS FROM CITY MANAGER

21. Receive an update and discussion regarding the following:
 - a. Small Business Summit - December 5th
 - b. Christmas on the Square - December 7th
 - c. Kaufman Volunteer Fire Banquet - December 10th
 - d. Public Meeting regarding Crestview & Royal Construction - December 12th
 - e. Employee Christmas Luncheon - December 18th
 - f. Discussion Items Report (DIR)
 - g. STAR Transit Ridership Report - October 2024
 - h. Careflite Compliance Report - October 2024
 - i. Fire Department Monthly Report - October 2024
 - j. Police Department Monthly Report - October 2024
 - k. Development Services Monthly Report - October 2024
 - l. Monthly Calendars Attached

EXECUTIVE SESSION

22. The City Council will recess into Executive Session pursuant to Texas Government Code for an executive session regarding the following:
- a. Section 551.087. DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS; CLOSED MEETING. (1) To discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1): Project Pie
 - b. Sec. 551.076. DELIBERATION REGARDING SECURITY DEVICES OR SECURITY AUDITS; CLOSED MEETING. (1) the deployment, or specific occasions for implementation, of security personnel or devices; or (2) a security audit: Security Protocol

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

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

ADJOURNMENT

I, JESSIE HANKS, CITY SECRETARY, DO HEREBY CERTIFY THAT THIS NOTICE OF MEETING WAS POSTED ON THE WINDOW AT KAUFMAN MUNICIPAL COMPLEX, 209 S. WASHINGTON, KAUFMAN, TEXAS, A PLACE CONVENIENT AND READILY ACCESSIBLE TO THE GENERAL PUBLIC AT ALL TIMES AND SAID NOTICE WAS POSTED AT THE KAUFMAN MUNICIPAL COMPLEX, 209 S. WASHINGTON, KAUFMAN, TEXAS AT 4:30 P.M. ON FRIDAY, NOVEMBER 22, 2024, AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULE TIME OF SAID MEETING.


JESSIE HANKS
CITY SECRETARY



THE CITY COUNCIL RESERVES THE RIGHT TO ADJOURN INTO EXECUTIVE SESSION AT ANY TIME DURING THE COURSE OF THIS MEETING TO DISCUSS ANY OF THE MATTERS LISTED ABOVE, AS AUTHORIZED BY THE TEXAS GOVERNMENT CODE. SECTION 551.071 (CONSULTATION WITH ATTORNEY).

****PURSUANT TO SECTION 551.127, TEXAS GOVERNMENT CODE, ONE OR MORE COUNCILMEMBERS OR EMPLOYEES MAY ATTEND THIS MEETING REMOTELY USING VIDEOCONFERENCING TECHNOLOGY. THE VIDEO AND AUDIO FEED OF THE VIDEOCONFERENCING EQUIPMENT CAN BE VIEWED AND HEARD BY THE PUBLIC BY ACCESSING WWW.ZOOM.US/JOIN OR (888)788-0099 (TOLL FREE) MEETING/WEBINAR ID: 833 6927 8412 PASSWORD: 562304**

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



Meeting
Date: 11/25/2024

Date: 11/12/2024

Item #: 5.

Dept.: Administration

Consent Agenda

SUBJECT:

Consider and take appropriate action on the minutes from the October 28, 2024, TIRZ #2, Work Session and Regular City Council Meeting.

BACKGROUND:

See the attached minutes.

Author:
Jessie Hanks, City Secretary

Reviewed:
Mike Holder, City Manager

Cost:

Funds Available:

Source:

Recommendation: Staff recommends approval of the minutes from the October 28, 2024, TIRZ #2, Work Session and Regular City Council Meeting.

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



**MINUTES OF THE
CITY COUNCIL MEETING
MONDAY, OCTOBER 28, 2024
CITY HALL COUNCIL CHAMBERS
209 S. WASHINGTON STREET
KAUFMAN, TEXAS 75142**

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

Chairman Jordan called the TIRZ #2 meeting to order at 6:02 p.m. Board Members present were Jeff Jordan, Matt Phillips, Lisa Parker, Charles Gillenwater, Quattro Borders, Ashlea Longenecker, and Jason Nelson. Board Members Mike Hunt, and Mike Hembree were absent. Chairman Jordan declared a quorum present.

TIRZ #2 ITEMS

1. Consider and take appropriate action regarding an Agreed Termination, Release and Settlement Agreement for South Pointe (Cedar Crest) Development between the City, Kaufman Reinvestment Zone No. 2, and Cedar Crest Development Company, LLC; and authorizing the Mayor to execute necessary documents.

There was a brief discussion regarding the process staff went through to get to this point and the purpose of this item.

Board Member Gillenwater made a motion to approve an Agreed Termination, Release, and Settlement Agreement for South Pointe (Cedar Crest) Development between the City, Kaufman Reinvestment Zone No. 2, and Cedar Crest Development Company, LLC; and authorizing the Mayor to execute necessary documents. The motion was seconded by Board Member Nelson and passed 7/0.

TIRZ #2 ADJOURNMENT

There being no further business, Chairman Jordan adjourned the TIRZ #2 meeting at 6:04 P.M.

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

Mayor Jordan called the Work Session meeting to order at 6:05 p.m. Councilmembers present were Jeff Jordan, Charles Gillenwater, Ashlea Longenecker, Quattro Borders, Matt Phillips, Lisa Parker, and Jason Nelson. Mayor Jordan declared a quorum present. Also, present were City Manager Mike Holder, Assistant City Manager Rachel Balthrop Mendoza, City Attorney Patricia Adams, City Secretary Jessie Hanks, Finance Director Mary Wennerstrom, Development Services Director Andrew Bogda, Economic Development Director Stewart McGregor, Fire Chief Ronnie Davis, Police Captain Colter Leftwich, and Police Chief Les Edwards.

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

2. Presentation and discussion regarding Walmart's addition of Drone Delivery Services to the Kaufman location.

Mr. Holder introduced Stefanie Cooke, Mark Bergmann, and Juan Moreira who gave a presentation regarding the introduction of drone delivery services to Kaufman Walmart. There were discussions regarding elevations of the site plan, logistics and technology of how the drone system works, and the aesthetics of the system's setup at Walmart.

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

There was a discussion on item 10 on the consent agenda.

WORK SESSION ADJOURNMENT

There being no further business, Mayor Jordan adjourned the work session at 6:36 p.m.

PLEDGE OF ALLEGIANCE

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

Mayor Jordan called the City Council meeting to order at 6:38 p.m. Councilmembers present were Jeff Jordan, Charles Gillenwater, Ashlea Longenecker, Quattro Borders, Matt Phillips, Jason Nelson, and Lisa Parker. Mayor Jordan declared a quorum present. Also, present were City Manager Mike Holder, Assistant City Manager Rachel Balthrop Mendoza, City Attorney Patricia Adams, City Secretary Jessie Hanks, Finance Director Mary Wennerstrom, Economic Development Director Stewart McGregor, Development Services Director Andrew Bogda, Fire Chief Ronnie Davis, Administrative Assistant to the Chief of Police Gloria Perkins, Police Captain Colter Leftwich, and Police Chief Les Edwards.

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

No comments were given.

RECOGNITION

4. Business of the Month - Always Accurate Hospice

Mayor Jordan, Mr. McGregor, and Anne Glasscock, Chief Executive Officer of the Kaufman Chamber of Commerce, presented Always Accurate Hospice with the October 2024 Business of the Month recognition.

5. 2024 Community Economic Development Award - KEDC

Mayor Jordan recognized the Kaufman Economic Development Corporation for receiving the 2024 Community economic Development Award from the Texas Economic Development Council.

CONSENT AGENDA

6. Consider and take appropriate action on the minutes from the September 30, 2024, Work Session and Regular City Council Meeting.
7. Consider and take appropriate action on Resolution R-25-24, a resolution of the City Council of the City of Kaufman, Texas, authorizing the City Manager to enter into an Agreement with the Texas Department of Transportation to close the Kaufman County Courthouse Square on Saturday, December 7, 2024, from 9:00 A.M. to 10:00 P.M. for the Kaufman "Christmas On The Square."
8. Consider and take appropriate action on Resolution R-26-24, a resolution of the City Council of the City of Kaufman, Texas, authorizing the City Manager to enter into an Agreement with the Texas Department of Transportation to close SH 34 (South Washington St) for the purpose of a Lighted Christmas Parade on Saturday, December 7, 2024, from 6:00 p.m. to 8:00 p.m.
9. Consider and take appropriate action on proposals for professional services from Teague Nall & Perkins for an update to the Streets and Water Impact Fee Study services and Wastewater Impact Fee Study and Adoption services; and authorizing the City Manager or his designee to execute necessary documents.
10. Consider and take appropriate action on the ratification of a contract with Texas Materials Group, Inc., to provide materials and services related to 2024 Street Curb & Gutter Reconstruction Improvements for E. First North Street.

Councilmember Borders made a motion to approve consent agenda items 6-10 as presented. The motion was seconded by Councilmember Gillenwater and passed 7/0.

END OF CONSENT AGENDA

DISCUSSION/ACTION ITEMS

11. Consider and take appropriate action on Resolution R-27-24, a resolution of the City Council of the City of Kaufman, Texas, authorizing the Chief of Police to apply for the Catalytic Converter Grant Program to fund the purchase of flock cameras for the Kaufman Police Department; providing that if the City of Kaufman receives the program grant, the city will match the grant amount for the purchase of flock cameras; providing for the incorporation of premises; and providing an effective date.

Chief Edwards introduced the proposed grant the Police Department would like to utilize to obtain additional FLOCK Camera Systems. Captain Leftwich made a presentation informing the Council about the benefits of adding FLOCK Cameras around the City of Kaufman.

Councilmember Parker made a motion to approve Resolution R-27-24 as presented. The motion was seconded by Councilmember Longenecker and passed 7/0.

12. Consider and take appropriate action on Resolution R-28-24, a resolution of the City Council of the City of Kaufman, Texas, setting a Public Hearing under Sec. 372.011 of the Texas Local Government Code for the dissolution of the City of Kaufman Public Improvement District Number Five within the extraterritorial jurisdiction of the City of Kaufman, Texas, on an approximate 73.09 acres of land situated in the Thomas Beedy Survey, Abstract No. 21, Kaufman County, Texas and as more particularly described by a metes and bounds description available at Kaufman City Hall; setting a date for and authorizing the issuance of notice of Public Hearing by the City Secretary of Kaufman, Texas. (The Trails Development)

Mayor Jordan opened items 12 and 13 for discussion.

Mr. Holder informed the Council about the petitions received to dissolve the current PID #5 and create a new PID #5 due to the purchase of additional land.

Councilmember Borders made a motion to approve Resolution R-28-24, setting a Public Hearing for the dissolution of the City of Kaufman Public Improvement District Number Five for November 25, 2024, at 6:30 p.m. at the Kaufman City Hall Council Chambers. The motion was seconded by Councilmember Gillenwater and passed 7/0.

13. Consider and take appropriate action on Resolution R-29-24, a resolution of the City Council of the City of Kaufman, Texas, setting a Public Hearing under Sec. 372.009 of the Texas Local Government Code for the creation of the City of Kaufman Public Improvement District Number Five within the extraterritorial jurisdiction of the City of Kaufman, Texas, on an approximate 132.10 acres of land situated in the Thomas Beedy Survey, Abstract No. 21, Kaufman County, Texas, comprised of two tracts of land more particularly described by metes and bounds descriptions available at Kaufman City Hall; setting a date for and authorizing the issuance of notice of Public Hearing by the City Secretary of Kaufman, Texas. (The Trails Development)

Councilmember Nelson made a motion to approve Resolution R-29-24, setting a Public Hearing for the creation of the City of Kaufman Public Improvement District Number Five for November 24, 2024, at 6:30 p.m. at the Kaufman City Hall Council Chambers. The motion was seconded by Councilmember Longenecker and passed 7/0.

14. Consider and take appropriate action on a community partnership agreement between the City of Kaufman and the Kaufman Chamber of Commerce for Community Based Services; and authorizing the City Manager or his designee to execute necessary documents.

Ms. Balthrop Mendoza presented the Community Partnership Agreement with the Kaufman Chamber of Commerce. She informed the Council about the need to enter into this agreement as part of an application for a grant from the EPA to potentially receive funding for the improvements needed at the Wastewater Treatment Plant.

Councilmember Gillenwater made a motion to approve a community partnership agreement between the City of Kaufman and the Kaufman Chamber of Commerce for Community Based Services. The motion was seconded by Councilmember Borders and passed 7/0.

ANNOUNCEMENTS AND REPORTS FROM CITY MANAGER

15. Receive an update and discussion regarding the following:
 - a. Discussion Items Report (DIR)
 - b. STAR Transit Ridership Report - September 2024
 - c. Careflite Compliance Report - September 2024
 - d. Fire Department Monthly Report - September 2024
 - e. Police Department Monthly Report - September 2024
 - f. Development Services Monthly Report - September 2024
 - g. Monthly Calendars Attached

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

EXECUTIVE SESSION

Mayor Jordan recessed into Executive Session at 7:16 p.m.

16. The City Council will recess into Executive Session pursuant to Texas Government Code for an executive session regarding the following:
 - a. Sec. 551.071(1) and (2); CONSULTATION WITH ATTORNEY: (1) To consult with City Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflict with the Texas Open Meetings Act and (2) for Council to seek the advice of its attorney about pending or contemplated litigation: South Pointe/ Cedar Crest Development
 - b. Section 551.087. DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS; CLOSED MEETING. (1) To discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1): Project Olaf and Project Pie

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

Mayor Jordan reconvened into open session at 7:57 p.m.

17. Consider and take appropriate action regarding an Agreed Termination, Release and Settlement Agreement for South Pointe (Cedar Crest) Development between the City of Kaufman, Kaufman Reinvestment Zone No. 2 and Cedar Crest Development Company, LLC; and authorizing the Mayor to execute necessary documents.

Councilmember Nelson made a motion to approve an Agreed Termination, Release, and Settlement Agreement for South Pointe (Cedar Crest) Development between the City of Kaufman, Kaufman Reinvestment Zone No. 2, and Cedar Crest Development Company, LLC; and authorizing the Mayor to execute necessary documents. The motion was seconded by Mayor Pro-Tem Phillips and passed 7/0.

18. Consider and take appropriate action to accept the deed documenting the reversion of fee simple title ownership to an approximate 51.953 acre tract of land located in the D. Falcon Survey, Abstract No. 151, Kaufman County, Texas from Cedar Crest Development Company, LLC to the City of Kaufman; and authorizing the Mayor to execute necessary documents.

Councilmember Longenecker made a motion to accept the deed documenting the reversion of fee simple title ownership to an approximate 51.953 acre tract of land located in the D. Falcon Survey, Abstract No. 151, Kaufman County, Texas from Cedar Crest Development Company, LLC to the City of Kaufman; and authorizing the Mayor to execute necessary documents. The motion was seconded by Councilmember Borders and passed 7/0.

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

There was no actions required from the remaining matters discussed in Executive Session.

ADJOURNMENT

There being no further business, Mayor Jordan adjourned the meeting at 7:59 p.m.

ATTEST:

JEFF JORDAN
MAYOR

JESSIE HANKS
CITY SECRETARY



Meeting
Date: 11/25/2024

Date: 11/12/2024

Item #: 6.

Dept.: Development
Services

PZ Item

SUBJECT:

Consider and take appropriate action on the **Final Plat of Five Points Addition, Block B, Lot 3**, situated on approximately 1.24 acres out of the D. Falcon Survey, Abstract No. 151, City of Kaufman, Kaufman County, Texas, said property being generally located at the southwest corner of S. Washington St. & Roundup Dr. (Property ID 235266). The property is zoned Planned Development-22, Sub-District A ("PD-22-A") for "C" Commercial uses. The final plat is for 1 non-residential lot. (Case No. FP-09-24)

BACKGROUND:

See the attached November 4, 2024 Planning and Zoning Commission report and attachments.

Author:

Andrew Bogda, Director of Development Services

Reviewed:

Mike Holder, City Manager

Cost:

Funds Available:

Source:

Recommendation: On November 4, 2024, the Planning and Zoning Commission recommended approval, by a vote of 5-0, of the Final Plat of Lot 3 of Block B of the Five Points Addition.

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



Planning and Zoning Commission Report

Meeting Date: November 4, 2024

SUBJECT: Consider and make a recommendation to City Council on the **Final Plat of Five Points Addition, Block B, Lot 3**, situated on approximately 1.24 acres out of the D. Falcon Survey, Abstract No. 151, City of Kaufman, Kaufman County, Texas, said property being generally located at the southwest corner of S. Washington St. & Roundup Dr. (Property ID 235266). The property is zoned Planned Development-22, Sub-District A ("PD-22-A") for "C" Commercial uses. The final plat is for 1 non-residential lot. (Case No. FP-09-24)

BACKGROUND/SUMMARY:

The applicant is requesting a final plat of Lot 3, Block B, of Five Points Addition to accommodate the development of a CiCi's Pizza on 1.24 acres, the site plan for which was approved in September 2024. The subject property is located at the southwest corner of S. Washington St. and Roundup Dr. The Planned Development zoning (PD-22) and preliminary plat for Five Points were approved in June and October 2022, respectively. The spine road (Five Points Drive and Roundup Drive) and associated infrastructure have been completed and the construction of the apartments is ongoing.

The lot meets the minimum area and setback requirements for the zoning district. A shared access and fire lane easement extends from Roundup Dr. to the western property line up to Five Points Dr., which provides full access and circulation through the site and also provides for cross-access for future development on the remainder of the block.

A water easement is located along S. Washington St., while an electric line easement is provided along Roundup Dr. and Five Points Dr. Water and wastewater services to the property will be provided by the City of Kaufman. The property generally drains to the east. An underground storm drainage system has been provided, which will tie into a detention area across Roundup Dr. A drainage easement is provided where this tie-in will occur.

THOROUGHFARE PLAN:

S. Washington St. is classified as a major arterial (Type A; 4 – 6 lanes), with an ultimate right-of-way of 120'. Roundup Dr. is classified as a major collector (Type C; 3-4 lanes), with an ultimate right-of-way of 80'. Five Points Dr. is not identified on the Thoroughfare Plan, but functions as a minor collector (Type D; 2-3 lanes) with a right-of-way of 60'. All the necessary right-of-way for the surrounding roads has already been dedicated.

RECOMMENDATION:

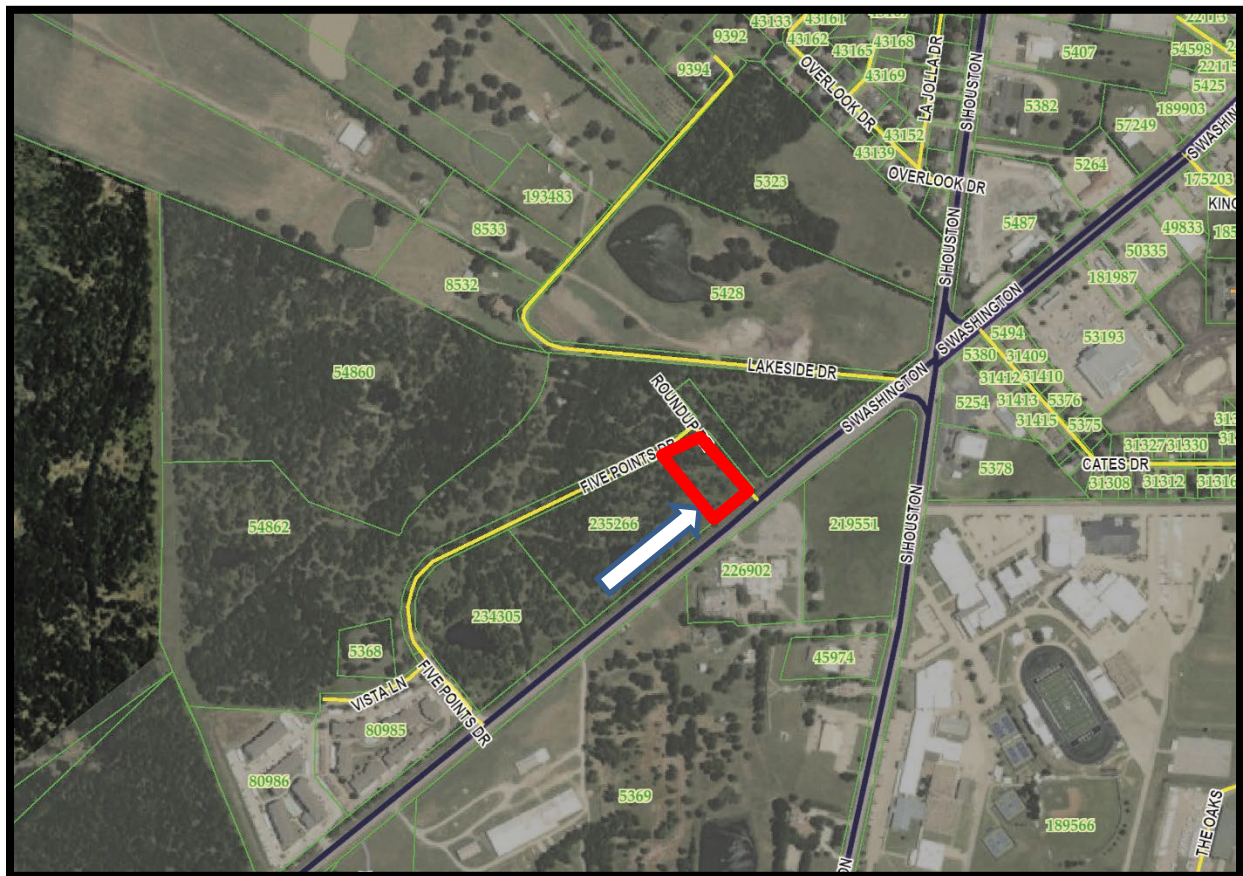
Staff recommends approval of the Final Plat of Lot 3 of Block B of Five Points Addition.

ATTACHMENTS:

- Location Map

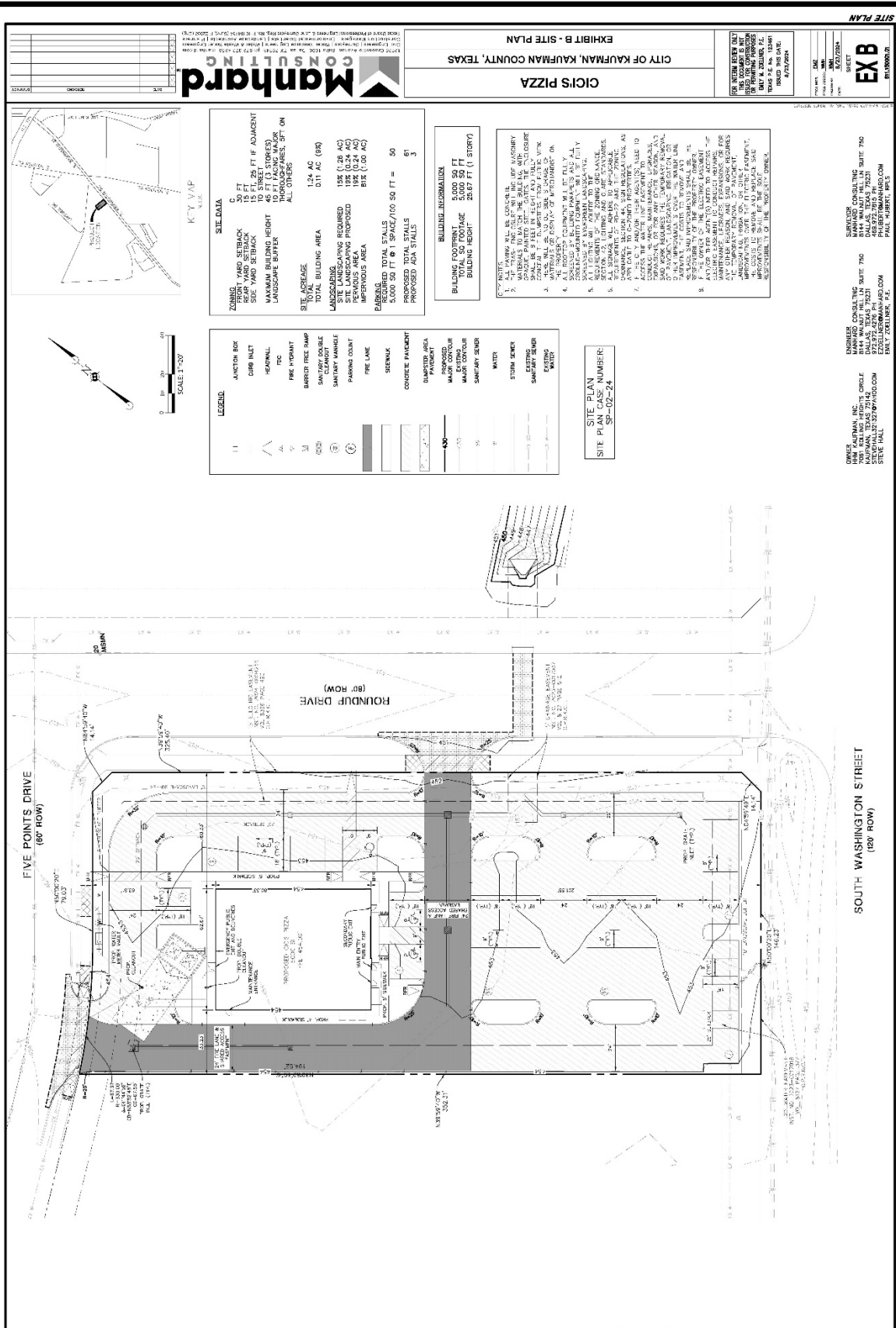
Andrew Bogda, AICP
Director of Development Services
972-932-2216 ext. 117
abogda@kaufmantx.org

Location Map



[illegible]

Approved Site Plan





Meeting
Date: 11/25/2024

Date: 11/13/2024

Item #: 7.

Dept.: Administration

Consent Agenda

SUBJECT:

Consider and take appropriate action on Resolution R-33-24, a resolution of the City Council of the City of Kaufman, Texas, repealing Resolution R-10-24, providing a list of approved Cooperative Purchasing Programs for City participation, and adopting an updated list of Cooperative Purchasing Programs for City use.

BACKGROUND:

This resolution will add Ellis County to our cooperative purchasing resolution to utilize their Interlocal Agreement with Texas Materials for street maintenance materials.

Author:

Rachel Balthrop Mendoza, Assistant City
Manager

Reviewed:

Mike Holder, City Manager

Cost:

Funds Available:

Source:

Recommendation: Staff recommends approval of Resolution R-33-24 as presented.

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

RESOLUTION NO. R-__-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KAUFMAN, TEXAS, AUTHORIZING PARTICIPATION IN VARIOUS COOPERATIVE PURCHASING PROGRAMS AND REPEALING ALL PREVIOUSLY ADOPTED RESOLUTIONS, INCLUDING RESOLUTION R-10-24 AUTHORIZING PARTICIPATION IN VARIOUS COOPERATIVE PURCHASING PROGRAMS IN ACCORDANCE WITH THE CITY'S PROCUREMENT POLICIES AND PROCEDURES; PROVIDING FOR THE INCORPORATION OF PREMISES; IDENTIFYING THOSE COOPERATIVE PURCHASING PROGRAMS APPROVED FOR CITY PARTICIPATION; APPOINTING THE CITY MANAGER OR HIS DESIGNEE AS THE PROGRAM COORDINATOR OF COOPERATIVE PURCHASING PROGRAMS; AUTHORIZING EXECUTION OF ANY AND ALL NECESSARY AGREEMENTS FOR PARTICIPATION IN THE COOPERATIVE PROGRAMS BY THE MAYOR OR HIS DESIGNEE AND APPROVING RELATED CONTRACTS AND THE PAYMENT OF RELATED FEES IN ACCORDANCE WITH THE BUDGET; PROVIDING FOR THE REPEAL OF CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

WHEREAS, the City Council previously adopted Resolution No. R-10-24 identifying cooperative purchasing programs available and for which the City Council determined that the City's participation therein would be beneficial; and

WHEREAS, the City Council has determined it appropriate to approve additional programs to be added to the list of cooperative purchasing programs available for use by City Staff, and as a result, the City Council hereby repeals Resolution No. R-10-24 and adopts this Resolution identifying a comprehensive list of cooperative purchasing programs in which the City is authorized to participate; and

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

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

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

Section 1. Incorporation of Premises/Repeal of Resolution No. R-10-24.

The foregoing premises, which are hereby found to be true and to be in the best interest of the City of Kaufman and its citizens, are hereby adopted. Resolution No. R-10-24 is hereby repealed in its entirety, and this Resolution is hereby adopted.

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

Buyboard

Department of Information Resources (DIR)

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

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

Dallas County

City of DeSoto

Texas Building and Procurement Commission (TBPC)

The Local Government Purchasing Cooperative (LGPC)

U.S. Communities Government Purchasing Alliance

National Joint Powers Association (NJPA)

Sourcewell

Texas Multiple Award Schedule (TXMAS) Program

Texas Smart Buy

TXShare Cooperative Purchasing Program

TIPS Purchasing Cooperative

Harrison County Department of Education

Choice Partners National Purchasing Cooperative

Kaufman County

Ellis County

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

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

Section 5. Conflicting Resolutions. All resolutions previously adopted by the City that are in conflict with this Resolution, including without limitation Resolution No. R-01-24 are hereby repealed.

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

PASSED AND APPROVED by the City Council of the City of Kaufman, Texas, this the 25th day of November, 2024.

JEFF JORDAN
MAYOR

ATTEST:

JESSIE HANKS
CITY SECRETARY

APPROVED AS TO FORM:

PATRICIA ADAMS
CITY ATTORNEY



Meeting
Date: 11/25/2024

Date: 11/18/2024

Item #: 8.

Dept.: Administration

Consent Agenda

SUBJECT:

Consider and take appropriate action on an Interlocal Cooperative Agreement between Ellis County, Texas, and the City of Kaufman, Texas, for the purpose of establishing a cooperative purchasing program, which will allow each party to purchase goods and services under each other's competitively bid contracts; and authorizing the Mayor or his designee to execute necessary documents.

BACKGROUND:

This item is in conjunction with Item 7 to allow the City to enter into an agreement with Ellis County and Texas Materials for street maintenance materials.

Author:

Rachel Balthrop Mendoza, Assistant City
Manager

Reviewed:

Mike Holder, City Manager

Cost:

Funds Available:

Source:

Recommendation: Staff recommends approval of an Interlocal Cooperative Agreement with Ellis County.

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

STATE OF TEXAS

COUNTY OF KAUFMAN

CITY OF KAUFMAN

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INTERLOCAL COOPERATIVE AGREEMENT

This Interlocal Cooperative Agreement (“Agreement”) is by and between Ellis County, Texas (“Ellis County”), and the City of Kaufman, Texas (the “City”), acting by and through their authorized officers.

RECITALS:

WHEREAS, this Agreement is authorized by Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271, Texas Local Government Code; and

WHEREAS, Section 271.102 of the TEX. LOC. GOV’T CODE authorizes a local government to participate in a Cooperative Purchasing Program with another local government or a local cooperative organization; and

WHEREAS, a local government that purchases goods and services pursuant to a Cooperative Purchasing Program with another local government satisfies the requirement of the local government to seek competitive bids for the purchase of the goods and materials; and

WHEREAS, each party has and will on an annual basis obtain competitive bids for the purchase of goods and services; and

WHEREAS, the parties desire to enter into a cooperative purchasing program which will allow each party to purchase under goods and services under each other’s competitively bid contracts pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV’T CODE;

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

**ARTICLE I
PURPOSE**

The purpose of this Agreement is to establish a cooperative purchasing program between the parties, which will allow each party to purchase goods and services under each other’s competitively bid contracts pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV’T CODE.

**ARTICLE II
TERM**

The term of this Agreement shall be for a period of one (1) year commencing on the last date of execution hereof (“Effective Date”). Thereafter this Agreement shall automatically renew

for successive periods of one (1) year each under the terms and conditions stated herein, unless sooner terminated as provided herein.

ARTICLE III TERMINATION

Either party may terminate this Agreement by providing thirty (30) days prior written notice to the other party.

ARTICLE IV PURCHASING

The Mayor or other designee for each party is authorized to act on behalf of the respective party in all matters relating to this cooperative purchasing program. Each party shall make payments to the other party or directly to the vendor under the contract made pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE. Each party shall be responsible for the respective vendor's compliance with provisions relating to the quality of items and terms of delivery.

ARTICLE V MISCELLANEOUS

5.1 **Relationship of Parties:** This Agreement is not intended to create, nor should it be construed as creating, a partnership, association, joint venture or trust.

5.2 **Notice:** Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by hand-delivery or facsimile transmission addressed to the respective party at the address set forth below the signature of the party.

5.3 **Amendment:** This Agreement may be amended by the mutual written agreement of both parties hereto.

5.4 **Severability:** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

5.5 **Governing Law:** The validity of this Agreement and any of its terms and provisions as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Ellis County, Texas.

5.6 **Entire Agreement:** This Agreement represents the entire agreement among the parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or

written agreement between the parties that in any manner relates to the subject matter of this Agreement.

5.7 **Recitals**: The recitals to this Agreement are incorporated herein.

5.8 **Counterparts**: This Agreement may be executed in any number of counterparts, each of whom shall be deemed an original and constitute one and the same instrument.

EXECUTED this _____ day of _____, 2024.

ELLIS COUNTY, TEXAS

By: _____
Todd Little, County Judge

ATTEST:

By: _____
Krystal C. Valdez, County Clerk

EXECUTED this ____ day of _____, 2024.

CITY OF KAUFMAN, TEXAS

By: _____
Mayor

ATTEST:

By: _____
City Secretary

APPROVED AS TO FORM

By: _____
City Attorney

THE STATE OF TEXAS
COUNTY OF ELLIS

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PAVEMENT REHABILITATION AND RESURFACING SERVICES

BETWEEN ELLIS COUNTY, TX and TEXAS MATERIALS GROUP, INC. - RFB NO. 2024-010

This Agreement ("Agreement") is made and entered into by and between Ellis County, Texas, ("County") a political subdivision of the State of Texas acting by and through the Ellis County Commissioners Court and TEXAS MATERIALS GROUP, INC. ("Contractor") with a place of business at 420 Decker Drive, Suite 200, Irving, TX 75062. Both County and Contractor may be referred to as "Party", or collectively as "Parties."

WHERE, County issued RFB No. 2024-010-Pavement Rehabilitation and Resurfacing Services ("RFB").

WHERE, Contractor responded to RFB; and

WHERE, Contractor responded and represented that its proposed services shall meet or exceed the requirements and specifications of the RFB; and

WHERE, Contractor represents that it has the experience and holds all necessary permits, licenses and certificates to practice and perform the services and desires to perform the services covered in this Agreement; and

WHERE, County desires to retain a qualified and experienced Contractor to provide Pavement Rehabilitation and Resurfacing Services, and

WHERE, County has selected Contractor as the firm for County RFB No. 2024- 010 as the Lowest and Best bid to provide value to the County.

THEREFORE, in consideration of the promises contained in this Agreement, and of other good and valuable consideration, intending to be legally bound, the parties agree as follows:

1. INCORPORATED DOCUMENTS

The following documents are incorporated by reference as if fully reproduced herein:
Exhibit A: Specifications for Pavement Rehabilitation and Resurfacing Services.

2. ORDER OF PRECEDENCE

In the event of any conflict or inconsistency between or among the provisions of this Agreement between the County and Contractor or any incorporated or referenced document or any exhibit, attachment, or associated document, such conflict or inconsistency shall be resolved in the following order of precedence: (1) This Agreement; (2) Exhibit A.

3. CONTRACT TERM

The initial term of this Agreement shall be for one (1) year, commencing upon the date of execution by the Ellis County Commissioners Court ("Effective Date"), unless terminated earlier under any provision of this agreement. Ellis County reserves the right to exercise an option to automatically renew the contract of the Respondent for four (4) additional one (1) year periods.

If Ellis County exercises the right to renew the contract in writing, the Vendor must update and submit any documents required during the initial solicitation by no later than thirty (30) calendar days prior to the commencement of the option period. These required documents must be in force for the full period of the option. If the updated documents are not submitted by the Vendor in complete form within the time specified, Ellis County may rescind its option and seek a new solicitation.

Upon expiration of the Term of this Agreement or any period of renewal, Contractor agrees to hold over the terms and conditions of this Agreement for such a period of time as may be reasonably necessary, but not to exceed 120 days, to renew this Agreement or allow the County to re-solicit this Agreement through a competitive solicitation process.

4. DESCRIPTION OF PROJECT

County and Contractor agree the Project is to establish an indefinite delivery/indefinite quantity contract to provide Pavement Rehabilitation and Resurfacing Services.

5. SCOPE OF SERVICES AND WORK

Contractor shall provide Pavement Rehabilitation and Resurfacing Services in accordance with the Specifications in Exhibit A: Specifications for Pavement Rehabilitation and Resurfacing Services.

6. PAYMENTS AND PRICING

6.1 PRICING AND WARRANTY PERIOD

DESCRIPTION	PRICE	MINIMUM QUANTITY	WARRANTY
Pulverize and Stabilize 24 lbs. per square yard and 2" Overlay	\$29.28/SY	½ mile or 500 tons annually	12 months
2" Overlay - Only	\$19.40/SY	½ mile or 500 tons annually	12 months
Cement Stabilization – 24 lbs. per square yard - Only	\$9.88/SY	½ mile or 500 tons annually	12 months
Lime instead of cement 24 lbs. per square yard	\$13.21/SY	½ mile	12 months
Backfill with onsite Material	\$2/LF	½ mile	N/A
Backfill with offsite Material	\$7/LF	½ mile	N/A
Grade Roadway Ditch	\$7/LF	½ mile	N/A
Haul off Excess Material	\$2.10/SY per inch	½ mile	N/A
Additional Base Material	\$5.15/SY per inch	½ mile	N/A
One Course Seal Coat	\$6/SY per course	½ mile	N/A
4" Sidewalk	\$15.50/SF	500 SF	12 months
Curb and Gutter	\$150/SY	50 LF	12 months
ASPPM or CPR Patching Material-FOB Plant	\$140/ton	N/A	N/A
2" Overlay Balanced Mix Design	\$19.40/SY	½ mile	18 months

- (a) Minimum quantities are per location/street. If minimum quantity is not met per item Texas Materials Group, Inc reserves right to charge a \$3,000 mobilization fee.
- (b) Warranty is limited to the depth and scope of our work. Anything damaged by other parties will not be covered under warranty.
- (c) 2 Inch Overlay Price can be prorated for additional depth. For example, 3" HMA Price would be \$29.10/SY.
- (d) Pricing includes equipment, labor and materials for all precinct locations.
- (e) All traffic control to be included.

6.2 Contractor will remit all invoices to Accounts Payable at the following email address:
Accounts.Payable@co.ellis.tx.us.

6.3 Prices for all goods and/or services shall remain firm for the first year of this agreement. Prices shall be all inclusive and guaranteed for the entire contract period. If applicable, a price redetermination may be considered by Ellis County only at the yearly anniversary date of the contract. The price redetermination may be considered by Ellis County for the subsequent renewal option and shall be substantiated in writing and shall not exceed the increase in the Producer Price Index as published by the United States Department of Labor, Bureau of Labor and Statistics, for the most current data representing a 12-month period at the time of consideration to renew. The bidder's past history of honoring contracts

at the bid price will be an important consideration in the evaluation of the lowest and best bid. Ellis County reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the County. Price increases and decreases may be allowed on renewal terms but shall remain firm for the entire redetermination period.

6.4 Right to Audit: The Contractor shall agree that County shall, until the expiration of twelve (12) months after final payment under this agreement, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records (hard copy, as well as computer generated data) of the Contractor involving those transactions related to this solicitation. Contractor agrees that County shall have access during normal working hours to all necessary facilities, staff and workspace in order to conduct audits. County shall provide the Contractor with reasonable advance notice of intended audits. The Contractor shall provide records within ten (10) business days or a mutually agreed upon timeline.

7. ASSURANCES

7.1 Contractor agrees to establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

7.2 Contractor assures that neither it nor its employees, volunteers, agents or officers shall receive personal benefits, commission, consideration, or gains in performance of the work or services outlined in this Agreement. Furthermore, Contractor agrees to disclose prior to commencement of a particular assignment any material or financial interests that it or a third party may have in the work, or services required under this Agreement.

7.3 Contractor assures that funds received pursuant to this Agreement will not be used for lobbying the Texas legislature or any governmental agency in connection with a particular contract.

7.4 Contractor shall pay all subcontractors and consultant in a timely manner. County shall have no liability to any subcontractors in the event Contractor does not pay or delays payment to any subcontractors. At termination or expiration of this Agreement, Contractor shall deliver to County an affidavit of all bills paid. Final payment shall be contingent upon receipt of such affidavits as resolution of all accounting for which County is or may be liable under this Agreement.

7.5 Under Section 231.006, Texas Family Code, Contractor certifies to County that the owner(s) of at least a 25% interest in the organization is not delinquent in any child support obligation that renders him/her ineligible to receive payment under the terms of this Agreement. Contractor hereby acknowledges that this Agreement may be terminated, and payment may be withheld if this Certification is inaccurate.

7.6 Contractor certifies that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any Federal department or agency.

- 7.7 Contractor shall use its best efforts to complete each assigned task in as economical a manner as possible and to minimize any charges incurred in connection therewith to the maximum extent possible, consistent with Contractor's other obligations under this Agreement.
- 7.8 Failure to comply with any of these assurances or any other requirements specified within this Agreement will put Contractor in default and material breach of this Agreement and may result, at the sole discretion of County, in the disallowance of funds and the withholding of future awards, in addition to any other remedies permitted by law.
- 7.9 **Governmental Consent:** Contractor warrants that no consent, approval, or withholding of objection is required from any governmental authority with respect to the entering into or the performance of this Agreement.
- 7.10 **Corporate Good Standing:** Contractor represents and warrants that it: (i) is a corporation duly incorporated, validly existing and in good standing; (ii) has all requisite corporate power and authority to execute, deliver and perform its obligations hereunder; (iii) is duly licensed, authorized or qualified to do business and is in good standing in every jurisdiction in which a license, authorization or qualification is required for the ownership or leasing of its assets or the transaction of business of the character transacted by it except when the failure to be so licensed, authorized or qualified would not have a material adverse effect on Contractor's ability to fulfill its obligations hereunder.
- 7.11 Items supplied under this contract shall be subject to approval by Ellis County. Item(s) found to be defective or not meeting specifications shall be picked up and replaced by the successful Respondent within one (1) week after notification, at no expense to Ellis County. Failure to pick up item(s) within one week will constitute a donation to Ellis County for disposition as deemed appropriate.

8. CONTRACTOR'S PROFESSIONAL WARRANTIES

- 8.1 **No Actions, Suits, or Proceedings:** Contractor warrants that there are no actions, suits, or proceedings, pending or threatened, that will have a material adverse effect on Contractor's ability to fulfill its obligations under this Agreement. Contractor further warrants that it will notify County immediately if Contractor becomes aware of any action, suit, or proceeding, pending or threatened, which will have a material adverse effect on Contractor's ability to fulfill the obligations under this Agreement.
- 8.2 **Warranty of Contractor's Capability:** Contractor warrants that it is financially capable of fulfilling all requirements of this Agreement and has the authority to enter into this Contract. Contractor warrants that it is not prohibited by any loan, contract, financing arrangement, trade covenant, or similar restriction from entering into this Agreement.
- 8.3 **Professional Quality:** Contractor warrants to County that all materials, work, and services will be of professional quality conforming to generally accepted practices, and that all work and services provided under this Agreement will be performed in a manner consistent with that degree of care, qualification and skill ordinarily exercised by members of the same profession

currently practicing under similar circumstances. If there are no applicable or recognized professional standards in the applicable area or areas of expertise required to perform such work or services, then Contractor will perform all services in a good and professional manner that meets County's goals and objectives as stated herein as well as otherwise adds value to or improves the performance of County's expectations, objectives, and purposes as stated in this Agreement. Any work that is determined by County to be less than professional quality will be corrected without charge. This warranty extends for ninety (90) business days past termination or expiration of this Agreement. This warranty is limited to rework of the unsatisfactory service or product without change to the original specifications and without regard to the amount of the effort expended on the original service or work product.

8.4 Collusion: Contractor expressly warrants and certifies that neither the Contractor nor its employees or associates has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competition in conjunction with the competitive bidding process for this Agreement or this Agreement itself.

9. REPORTING

9.1 Reporting: Contractor agrees to submit all required documentation and reports in a timely manner and in accordance with the specified time frames pursuant to this Agreement. Penalties for delinquent reporting may include withholding of payments until such time all reports are received or the cancellation or termination of this Agreement with no obligation to pay for undocumented work or services, or both.

9.2 Access to Records: Contractor agrees that County, or any of its duly authorized representatives, has the right of timely and unrestricted access to any books, documents, papers, reports, or other records of Contractor that are pertinent to the fulfillment of the requirements of this Agreement. This right also includes timely and reasonable access to Contractor's personnel for the purpose of reviewing, interviewing, evaluating, and monitoring related to such documents. All such items shall be furnished to the requesting party in Ellis County, Texas within a reasonable time.

9.3 Ownership: The contractor agrees that all information, findings, reports, data, and supporting documentation that relates to the work or services provided hereunder shall remain the property of County.

9.4 Adequacy of Records: If the Contractor's books, records, and other documents relevant to this Agreement are not sufficient to support and document that allowable work or services were provided to County, Contractor shall reimburse County for any inadequate services or work that is not properly supported and documented. If any audit reveals any material deviation from this Agreement and specification requirements, any misrepresentation, or any overcharge to the County, the County will be entitled to recover damages, as well as the cost of the audit.

9.5 Availability and Retention of Records: All financial books, records, statistical and management books and records pertaining to the work or services delivered and all financial books,

records, statistical and management books and records shall be available for examination and audit by County, Federal, State or the County's duly authorized representatives for a period of not less than four (4) years after final payment of the Contractor's fee expenses under the Agreement or until all pending County, State, and Federal audits are completed, whichever is later. All records related to this Agreement must be kept in a single location, either at the Contractor's principle place of business or its place of business where the work or services are performed.

10. TESTING

If necessary, Ellis County, Texas reserves the right to request samples for testing. Any failure of a sample test may be considered sufficient reason to terminate this agreement.

11. CONFIDENTIALITY AND OPEN RECORDS ACT

11.1 Contractor shall not disclose privileged or confidential communications or information acquired in the course of the performance of the work or services under this Agreement, unless authorized by law. Contractor agrees to adhere to all confidentiality requirements, as applicable, for the work and services performed for County under this Agreement.

11.2 **Public Information Act:** The Parties acknowledge and agree that County is subject, as a matter of law, to TEX. GOV'T CODE ANN. § 552 (Vernon 1994), also known as the "Texas Public Information Act" (hereinafter "Public Information Act"). Notwithstanding any other provision, the Parties agree that in the event that any provision of this Agreement, or other documents related to this Agreement, including, but not limited to, any exhibit, attachment, amendment, addendum, or other incorporated document, is in conflict with the Public Information Act, such provision shall be of no force or effect. Furthermore, it is expressly acknowledged and agreed that the County, County Commissioners Court, County Judge, Elected County Officials, County Department Heads and County Employees (hereinafter "County Requestors") may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any software, hardware, firmware, or any part thereof, or other equipment or item, data or information, or any other thing or item furnished to or in the possession or knowledge of County. It is further acknowledged and agreed that the County Requestors have the right and obligation by law to rely on the advice, decisions, and opinions of the Texas Attorney General. Contractor hereby releases the County Requestors from any and all liability or obligation of any type, kind or nature regarding any disclosure of any software, hardware, firmware, or any part thereof, or other equipment or item, data or information, or any other thing or item furnished by Contractor or in the possession or knowledge of the County that is determined by County or in reliance on any advice, decision or opinion of the Texas Attorney General to be available to the public or any persons.

11.3 To the extent permitted by the Public Information Act, the Parties agree to keep confidential (and store in a secure area with limited access) and will not copy, publish, sell, exchange, disclose, or provide to others or use any information, documents or data, provided to or disclosed to the other party, or any information related to this Agreement, other than performing each party's obligations under this Agreement. However, this the Parties expressly

agree that this Agreement and all its incorporated attachments and exhibits shall be public information.

11.4 Confidential or Proprietary Marking: Any information or documents Contractor uses in the performance of the work or services provided under this Agreement that Contractor considers confidential or proprietary or that contains trade secrets must be clearly marked accordingly. This marking must be explicit as to the designated information. The designation, however, may not necessarily guarantee the non-release of the documents or information under the Texas Public Information Act or otherwise required by law.

12. INDEMNIFICATION

12.1. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND COUNTY, AND ALL OF ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES, ARISING OUT OF OR RESULTING FROM BODILY INJURY OR DEATH OF ANY PERSON, OR PROPERTY DAMAGE, INCLUDING LOSS OF USE OF PROPERTY, ARISING OR ALLEGED TO ARISE OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR CONTRACTOR'S PERFORMANCE OF THE WORK OR OTHER ACTIVITIES OF CONTRACTOR, BUT ONLY TO THE EXTENT CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF CONTRACTOR OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY CONTRACTOR OR ANYONE FOR WHOSE ACTS CONTRACTOR MAY BE LIABLE. NOTWITHSTANDING THE FOREGOING, TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND COUNTY, AND ALL OF ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES (THE "INDEMNITEES"), FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES, ARISING OUT OF OR RESULTING FROM BODILY INJURY TO, OR SICKNESS, DISEASE OR DEATH OF, ANY EMPLOYEE, AGENT OR REPRESENTATIVE OF CONTRACTOR OR ANY OF ITS SUBCONTRACTORS, REGARDLESS OF WHETHER SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED, OR IS ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY INDEMNITEE, IT BEING THE EXPRESSED INTENT OF OWNER AND CONTRACTOR THAT IN SUCH EVENT THE CONTRACTOR IS TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNITEES FROM THE CONSEQUENCES OF THEIR OWN NEGLIGENCE, WHETHER IT IS OR IS ALLEGED TO BE THE SOLE OR CONCURRING CAUSE OF THE BODILY INJURY, SICKNESS, DISEASE OR DEATH OF CONTRACTOR'S EMPLOYEE OR THE EMPLOYEE OF ANY OF ITS SUBCONTRACTORS. THE INDEMNIFICATION OBLIGATIONS UNDER THIS PARAGRAPH SHALL NOT BE LIMITED BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR CONTRACTOR UNDER WORKERS COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS.

12.2. IT IS MUTUALLY UNDERSTOOD AND AGREED THAT THE ASSUMPTION OF LIABILITIES AND INDEMNIFICATION PROVIDED FOR IN THIS AGREEMENT SHALL INDEFINITELY SURVIVE ANY EXPIRATION, COMPLETION OR TERMINATION OF THIS AGREEMENT. IN THE EVENT CONTRACTOR AND OWNER ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY WILL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE STATE UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

12.3. Approval and acceptance of Contractor's services by County shall not constitute nor be deemed a release of the responsibility and liability of Contractor for the accuracy and competency of their services; nor shall such approval and acceptance be deemed to be an assumption of such responsibility by County for any defect, error or omission in the services performed by Contractor in this regard. The contractor shall defend, hold harmless and indemnify County for damages resulting from such defects, errors or omissions.

12.4. No Indemnification by County: Contractor acknowledges and agrees that County does not have the ability under Article XI, Section 7 of the Texas Constitution to indemnify Contractor or any other third party for damages arising under this Agreement.

12.5. Survival: These provisions shall survive completion, suspension, termination, expiration and/or cancellation of this Agreement, or any determination that this Agreement or any portion hereof is void, voidable, invalid or unenforceable.

13. INSURANCE

13.1 Without limiting any of the other obligations or liabilities, Contractor at its own expense shall purchase and maintain the minimum insurance and limits and shall likewise ensure that all of its consultants, subcontractors and their sub-subcontractors (collectively known as "Contractor") purchase and maintain such insurance, as will protect them from claims set forth below which may arise out of or result from the Contractor's operations under this Agreement, whether such operations are carried out by the Contractor, by any consultant, subcontractor, or by anyone directly or indirectly employed by Contractor or any subcontractor, or by anyone for whose acts any of them may be liable. The contractor is solely responsible for payment of all deductibles and retentions associated with the claims filed. Contractor agrees that the insurance requirements specified herein do not reduce the liability Contractor has assumed in any indemnification or hold harmless section of this Agreement.

13.2 As a condition precedent to commencement of any work or services, within ten (10) calendar days after the Effective Date of the Agreement, Contractor shall furnish, to the Ellis County Purchasing Agent (at the same address given below under this Insurance heading) the

following minimum insurance coverage that show County as the certificate holder and covers the period of the Term of this Agreement and any renewals:

13.3 Prior to execution of the contract, the successful Respondent shall take out, pay for and maintain at all times during the execution of the work under the contract, the following forms of insurance, in carriers acceptable to and approved by Ellis County:

- (a) Workers' Compensation – statutory (see TWCC rule 110.110)
 - (1) Employer's liability - \$500,000
- (b) Comprehensive Commercial General Liability:
 - (1) Bodily, Injury/Personal, & Injury - \$1,000,000 per occurrence \$2,000,000 aggregate
 - (2) Property Damage - \$1,000,000 aggregate
- (c) Automobile liability
 - (1) Bodily injury - \$100,000 per accident or \$500,000 aggregate
 - (2) Property damage - \$100,000 each occurrence
- (d) Contractual liability - same limits as above
- (e) All Risk Cargo Insurance - \$2,000,000 aggregate
- (f) Crime Coverage - \$ 1,000,000 per occurrence

13.4 The County reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverage and their limits when deemed necessary and prudent by the County based upon changes in statutory law, court decisions, or the claims history of the industry as well as the respondent.

13.5 Required Provisions: As to all applicable coverage, certificates shall name Ellis County and its officers, employees, and elected representatives as an additional insured. All copies of the certificates of insurance shall reference the project name and bid number for which the insurance is being supplied. The contractor agrees to waive subrogation against Ellis County, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance. The contractor is responsible for making sure any sub-contractor(s) performing work under this agreement has the required insurance coverage(s) and supplies Ellis County with the proper documents verifying the coverage. Each insurance policy to be furnished by successful offeror shall include, by endorsement to the policy, a statement that a policy, a statement that a notice shall be given to Ellis County by certified mail thirty (30) days prior to cancellation or upon any material change in coverage.

13.6 Contractor agrees that the insurance requirements specified herein do not reduce the liability vendor/contractor has assumed in any indemnification/hold harmless section of the contract. Vendors and/or their freight contractors must be prepared to show coverage verification prior to entering upon Ellis County premises.

13.7 Failure to comply with lawful requirements or adequate liability requirements may result in

delay of payments, subject to the orders of the Commissioners Court, not to exceed a period of up to two years from the termination of this Agreement, or cancellation of this Agreement or both.

13.8 **Insurance Certificates:** The certificates of insurance shall list County as the certificate holder. All copies of Certificates of Insurance shall reference any applicable Request for Proposal number, Commissioners Court Order Number, or contract number for which the insurance is being supplied. All insurance policies or duly executed certificates for the same required to be carried by Contractor under this Agreement, together with satisfactory evidence of the payment of the premium thereof, shall be delivered to the: **Ellis County Purchasing Agent located at 302 N. Monroe Street, Suite 307, Waxahachie, Texas 75165** within ten (10) calendar days of execution or renewal of this Agreement and upon renewals or material changes of such policies, but not less than fifteen (15) calendar days prior to the expiration of the term of such coverage, or such non-delivery shall constitute a default of this Agreement subject to immediate termination at County's sole discretion.

13.9 All insurance required to be carried by Contractor or subcontractors under this Agreement shall be acceptable to the County in form and content, in its sole discretion. All policies shall be issued by an insurance company acceptable and satisfactory to County and authorized to do business in the State of Texas. Acceptance of or the verification of insurance by the County shall not relieve or decrease the liability of the Contractor.

13.10 Minimum insurance is a condition precedent to any work, or services performed under this Agreement and for the entire Term of this Agreement, including any renewal or extension. In addition to any and all other remedies County may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, or such insurance lapses, is reduced below minimum requirements or is prematurely terminated for any reason, County shall have the right to:

- (a) Order Contractor to stop work hereunder, which shall not constitute a Suspension of Work and Services.
- (b) Withhold any payment(s) which become due to Contractor until Contractor demonstrates compliance with the requirements and assurance and proof acceptable to County that there is no liability to County for failure to provide such required insurance.
- (c) At its sole discretion, declare a material breach of this Agreement, which, at County's discretion, may result in:
 - (1) Termination of this Agreement
 - (2) Demand on any bond, as applicable.
 - (3) The right of the County to complete this Agreement by contracting with the "next low proposal." Contractor will be fully liable for the difference between the original Agreement price and the actual price paid, which amount is payable to County by Contractor on demand; or
 - (4) Obtain such insurance and deduct from the payments to Contractor the expense of obtaining such insurance and the cost of insurance premiums. However, neither Contractor nor any third party shall have any recourse against the County for payment of any premiums or assessment for any deductibles, or payment of any amount that would have been payable by any such insurance, as all such liability, cost, expense, premiums and deductibles are the sole responsibility and risk of Contractor; and Any combination of the above in Section 13.11.

- 13.11 The contractor shall promptly advise County in writing of any claim or demand against County or Contractor, known to Contractor related to or arising out of Contractor's activities under this Agreement.
- 13.12 Approval, disapproval or failure to act by the County regarding any insurance supplied by Contractor shall not relieve Contractor of full responsibility or liability for damages and accidents as set forth herein. Neither shall bankruptcy, insolvency or denial of liability by any insurance company exonerate the Contractor from liability.
- 13.13 Acceptance of the work or services, or failure to act by County shall not constitute nor be deemed a release of the responsibility and liability of Contractor, its employees, associates, agents or subcontractors for the accuracy and competency of their work or services; nor shall such acceptance be deemed an assumption of responsibility or liability by County for any defect in the work or services performed by Contractor, its employees, subcontractors, and agents.
- 13.14 Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work or services covered under this Agreement.
- 13.15 **Survival:** The provisions of this Section shall survive completion, suspension, termination or expiration of this Agreement, or any determination that this Agreement or any portion hereof is void, voidable, invalid or unenforceable.
- 13.16 **Insurance Lapse:** In the event Contractor fails to maintain insurance as required by this Agreement, Contractor shall immediately cure such lapse in insurance coverage at Contractor's sole expense, and pay County in full for all costs and expenses incurred by County under this Agreement as a result of such failure to maintain insurance by Contractor, including costs and reasonable attorney's fees relating to County's attempt to cure such lapse in insurance coverage. Such costs and attorney's fees, not to exceed One Thousand Five Hundred Dollars and 00/100 dollars (\$1,500.00), shall be automatically deducted from monies or payments owed to Contractor by County. Moreover, the County shall retain five percent (5%) of the value of the Agreement that shall be placed into an account from monies or payments owed to Contractor by County to cover County's potential exposure to liability during the period of such lapse. The retainage shall be held by County until six (6) months after the Term of the Agreement has ended or has otherwise been terminated, cancelled, or expired and shall be released if no claims are received or lawsuits filed against County for any matter that should have been covered by the required insurance.
- 13.17 **CONTRACTOR FURTHER AGREES TO INDEMNIFY COUNTY FOR ANY PENALTIES, FINES, JURY AWARDS, COURT COSTS, LITIGATION EXPENSES, AND**

ATTORNEYS' FEES INCURRED BY COUNTY DUE TO CONTRACTOR'S FAILURE TO MAINTAIN THE REQUIRED INSURANCE AT ALL TIMES DURING THE TERM OF THE AGREEMENT.

13.18 Contractor, after proper notice, at its own expense with legal counsel of County's choice, will defend and hold County harmless in any claim or action against County that occurred as a direct or indirect result of Contractor's failure to maintain insurance at all times during the Term of the Agreement. Without waiving any rights under Sovereign Immunity, the County shall cooperate with and may monitor Contractor in the defense of any claim, action, or proceeding and will, if appropriate, make employees available as Contractor may reasonably request with regard to such defense, subject to the reimbursement by Contractor of all costs and expenses accrued by the County's cooperation in such defense. Contractor agrees not to settle any such claim without the County's consent, which consent will not be unreasonably withheld or delayed.

14. TERMINATION

The County may terminate this Agreement for the following:

14.1 Termination for Convenience:

County may terminate the Agreement for convenience after the first anniversary of the execution of this Agreement. County shall exercise its termination option by delivering to Contractor written notice of such termination identifying the termination date which shall be at least thirty (30) days after the date of such notice. In connection with any such termination, County shall have no liability to Contractor for amounts in excess of the normal charges through the date of termination. After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall: (i) stop work under this Agreement not less than forty-five (45) days from the date of the County's notice of termination to the extent specified in such notice, and (ii) complete performance of such part of the work and services not terminated by such notice.

If County determines that Contractor's actions contribute to the curtailment of an essential service or pose an immediate threat to life, health or property, County may terminate this Agreement immediately without penalty upon issuing either oral or written notice to Contractor and without opportunity to cure. In no event shall the County be liable for costs incurred by the Contractor as a result of the termination or any loss of profits on the resulting order or portion thereof so terminated.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other materials (collectively referred to as "materials") prepared by Contractor for use by County under this Agreement shall become the property of County and shall be promptly delivered to County within ten (10) days.

Such notice of termination shall be by registered or certified mail, return receipt requested, and will be deemed given upon receipt of such notice by the other party.

14.2 Termination for Insolvency:

County shall have the option to terminate this Agreement in its entirety if Contractor: (i) becomes insolvent or is unable to meet its debts as they mature; (ii) files a voluntary petition in bankruptcy or seeks reorganization or to effect a plan or other arrangement with creditors; (iii) files an answer or other pleading admitting, or fails to deny or contest, the material allegations of an involuntary petition filed against it pursuant to any applicable statute relating to bankruptcy or reorganization; (iv) is adjudicated bankrupt or shall make an assignment for the benefit of its creditors generally; (v) applies for, consents to or acquiesces in the appointment of any receiver or trustee for all or a substantial part of its property any such receiver or trustee appointed is not discharged within thirty (30) days after date of such appointment.

14.3 Termination for Default or Non-Performance:

County shall have the option to terminate this Agreement, for cause: (i) for a material breach or non-performance of this Agreement by Contractor that is not cured by Contractor within ten (10) days of the date on which County provides written notice of breach; (ii) for a material breach of this Agreement by Contractor that is not reasonably subject to cure within ten (10) days after its occurrence; or (iii) if it is determined by County, that there exists a plurality of non-material breaches by Contractor that have a material adverse impact on the work or services provided under this Agreement. In the event that County terminates this Agreement in whole or in part as provided herein, the County may procure, upon such terms and in such manner as County may deem appropriate, goods and services similar to those so terminated. The contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by County, for such similar goods and services. If a failure described in this Section is not cured to the County's satisfaction within ten (10) days from the time of receipt of such notice as described in Section 15, the County shall have the right to terminate immediately without the requirement of further notice. If, after notice of termination under the provisions of this clause, it is determined for any reason that the Contractor was not in default under these provisions of this clause, the County has the option to make its notice of termination pursuant to the Termination for Convenience clause in Section 14.1 above and the rights and obligations of the Parties would be in accordance with that provision.

14.4 In the event this Agreement is prematurely terminated due to breach, non-performance or withdrawal by the Contractor, the County reserves the right to seek monetary restitution (to include but not limited to withholding of monies owed) from the Contractor to cover costs for interim services or to cover the difference of a higher cost (difference between termination Contractor's rate and new company's rate) beginning from the date of Contractor's termination through the Agreement expiration date. In the event a civil suit is filed to enforce this provision, the County will seek its attorney's fees and cost of suit from the Contractor.

14.5 Notice and Right to Cure: If the Contractor breaches the Agreement, and the County in its sole discretion determines that the breach is curable, then the County will provide the Contractor with written notice of the breach and a time period (not less than 10 days) to cure the Breach. The notice of breach and opportunity to cure is inapplicable for successive or repeated breaches or if the County

determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage, or destruction of any real or tangible personal property.

14.6 Termination for Lack of Funding: If funds, in whole or in part, are not available to begin or to continue this Agreement at the level of services specified, the County may immediately terminate or amend this Agreement. The County shall not be obligated to pay for any services rendered after the Contractor has received written notice of termination pursuant to this section.

15. NOTICES

All notices, correspondence, request demands, and other communications contemplated, called for, permitted, or required to be given under this Agreement shall be in writing, except through the course of the Parties' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by U.S. certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of the mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated below or other addresses as the Parties may designate by written notice in compliance with this Section.

Contractor:

Texas Materials Group, Inc.
420 Decker Drive, Suite 200
Irving, TX 75062

Ellis County:

Ellis County Purchasing Agent
302 N. Monroe Street, Suite 307
Waxahachie, TX 75165

16. SEVERABILITY

If any provision of this Agreement is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions in this Agreement. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions shall continue and be given effect as if the illegal or invalid provisions had never been incorporated.

17. SOVEREIGN IMMUNITY

This Agreement is expressly made subject to County's Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and state law. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability that the County has by operation of law. Nothing in this Agreement is intended to benefit any third-party beneficiary.

18. AMENDMENTS

No modification, amendment, novation, renewal or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the Parties hereto and approved by Ellis County Commissioners Court.

19. GOVERNING LAW AND VENUE

The validity and interpretation of this Agreement, and the rights and obligations of the Parties hereunder, shall be governed by and construed in accordance with the laws of the State of Texas. This Agreement is performable and enforceable in Ellis County, Texas. The Contractor agrees that any dispute arising from the terms of this Agreement shall be subject to the exclusive jurisdiction and venue of the District or County Courts in Ellis County, Texas. The Contractor hereby consents to waive any objections that such jurisdiction or venue is improper.

20. COMPLIANCE WITH LAWS

In providing work and services required by this Agreement, Contractor must observe and comply with all applicable federal, State, and local statutes, ordinances, rules, regulations, licenses, legal certifications, or inspections required for the work or services, facilities, equipment, or materials, and all applicable federal, state, and local statutes, ordinances, rules, and regulations.

21. CHANGE IN THE LAW

Any alteration, addition or deletion to the terms of this Agreement which are required by changes in federal or state law are automatically incorporated herein without written amendment to this Agreement and shall be effective on the date designated by said law.

22. PERMITS AND LICENSES

Contractor shall secure and pay for all fees for all necessary statutory and regulatory authorizations, permits, approvals, certifications, licenses, and insurance required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations that are required in order to perform the work or services stated in Agreement. Contractor shall maintain these licenses and permits in effect for the Term of this Agreement and any renewals. The contractor will notify the County immediately of loss or suspension of any such licenses and permits. Failure to maintain a required license or permit may result in immediate termination

of this Agreement.

23. WAIVER

Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Agreement, any part hereof, or the right of the party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived, or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other, different or subsequent breach.

24. DEFAULT, CUMULATIVE RIGHTS, AND MITIGATION

It is not a waiver of default if the non-defaulting Party fails to immediately declare a default or delays in taking any action.

The rights and remedies provided by this Agreement are cumulative, and either Party's use of any right or remedy will not preclude or waive its right to use any other remedy at law or in equity. These rights and remedies are in addition to any other rights the Parties may have by law, statute, ordinance or otherwise. **Parties have a duty to mitigate damages.**

25. INDEPENDENT CONTRACTOR

Contractor, including its agents or employees, agree Contractor is an independent contractor and not an agent, servant, joint enterpriser, joint venture or employee of the County, and is responsible for its own acts, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with the performance of work and services covered under this Agreement.

26. SUBCONTRACTING

Contractor may not enter into agreements with subcontractors or consultants for delivery of the designated work and services outlined in this Agreement without prior written consent of the County, which consent shall not be unreasonably withheld. The costs of all subcontracted services are included in the fees paid herein. Subcontracts or Consulting agreements, if any, entered into by the Contractor will be in writing and subject to all requirements herein. Contractor agrees that Contractor is solely responsible to County for the performance of this Agreement. Contractor shall pay all subcontractors and consultants in a timely manner. County shall have the right to prohibit Contractor from using any subcontractor or consultant with written notice.

27. ASSIGNMENT

Contractor assures that it will not transfer or assign its interest in this Agreement without prior written consent of County. Contractor understands that in the event that all or substantially all of Contractor's assets are acquired by another entity, Contractor is still obligated to fulfill the terms and conditions of this Agreement. County approval to transfer or assign Contractor's interest in this Agreement to an entity that acquires all or substantially all of Contractor's assets is subject to formal approval by the Ellis County Commissioners Court.

28. THIRD PARTIES

The obligations of each Party to this Agreement shall inure solely to the benefit of the other Party, and no other person or entity shall be a third-party beneficiary of this Agreement or have any right to enforce any obligation created or established under this Agreement.

29. CONFLICT OF INTEREST

No County official or employee shall have any financial interest, direct or indirect, in any contract with the County or be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies or services, except on behalf of the County as an official or employee. Any violation of this Section, with knowledge, expresses or implied, of the person or corporation contracting with the County shall render this Agreement involved voidable by the Commissioners Court of Ellis County. It is the responsibility of the Contractor during all phases of this Agreement to notify the County in writing of any potential conflict of interest. Contractor covenants that neither it nor any member of its corporation presently has any interest or shall acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement. Contractor further covenants that in the performance of this Agreement no person having such interest shall be employed or appointed by Contractor.

30. ANTI-KICKBACK

Contractor hereby certifies that it will comply with all applicable "Anti-Kickback" Laws (including (18 USC 874) as supplemented in Department of Labor regulations (29 CFR, Part 3), and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

31. FORCE MAJEURE

Neither Party hereto shall be held responsible for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character ("force majeure occurrence"). Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

32. FAIR LABOR STANDARDS: CONTRACTOR SHALL COMPLY WITH ALL

APPLICABLE PROVISIONS OF THE FEDERAL FAIR LABOR STANDARDS ACT AND SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY AND ITS AGENTS, OFFICERS, AND EMPLOYEES FROM ANY AND ALL LIABILITY, INCLUDING, BUT NOT LIMITED TO, WAGES, OVERTIME PAY, LIQUIDATED DAMAGES, PENALTIES, COURT COSTS, AND ATTORNEYS' FEES ARISING UNDER ANY WAGE AND HOUR LAW, INCLUDING, BUT NOT LIMITED TO, THE FEDERAL FAIR LABOR STANDARDS ACT, FOR WORK PERFORMED BY CONTRACTOR'S EMPLOYEES FOR WHICH THE COUNTY MAY BE FOUND JOINTLY OR SOLELY LIABLE.

33. TAXES

The County, as a county of the State of Texas, is exempt from the payment of Texas state and local sales, excise, and use taxes pursuant to Texas Tax Code§ 151.309 and shall therefore not be liable or responsible to Contractor for the payment of such taxes under this Agreement. The fees paid to Contractor pursuant to this Agreement are inclusive of any applicable sales, use, personal property or other taxes attributable to periods on or after the applicable Effective Date of this Agreement and based upon or measured by Contractor's cost in acquiring or providing products or services and related materials and supplies furnished or used by Contractor in performing its obligations hereunder, including all personal property and use taxes, if any, due on equipment or software owned by Contractor. Contractor accepts full and exclusive liability for the payment of any and all contributions or taxes for Social Security, Workers' Compensation Insurance, Unemployment Insurance, or Retirement Benefits, Pensions, or annuities now or hereafter imposed under any state or federal laws which are measured by the wages, salaries, or other remuneration pay to persons employed by Contractor for work performed under the terms of this Agreement **AND AGREES TO INDEMNIFY AND SAVE HARMLESS THE COUNTY FROM ANY SUCH CONTRIBUTION OR TAXES OR LIABILITY.**

34. AUTHORITY TO TRANSACT BUSINESS IN THE STATE OF TEXAS

The contractor agrees, represents, and warrants it currently has the legal authority to transact business in the State of Texas as a domestic corporation. Contractor shall maintain the legal authority to transact business in the State of Texas for the Term of this Agreement. Contractor shall provide proof of Contractor's current registration status from the Texas Secretary of State and the Comptroller for the State of Texas.

35. FISCAL FUNDING/NON-APPROPRIATION CLAUSE

Notwithstanding any provisions contained herein, the obligations of the County under this Agreement are expressly contingent upon the availability of funding for each item and obligation contained herein for the Term of the Agreement and any extensions thereto. Contractor shall have no right of action against County in the event County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding or non-appropriation for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this

Agreement during the current or future fiscal years. In the event that County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, non-appropriation or if funds become unavailable, County, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to Contractor at the earliest possible time pursuant to Section 15 above.

36. OWNERSHIP OF DOCUMENTS

Contractor agrees that all findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Contractor or any of its subcontractors for use by County in the course of performance of this Agreement, shall be and remain the sole property of County without restriction, reservation or qualification. The contractor agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of County. Contractor shall deliver to County any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other project related items as requested by County or its authorized representative, at no additional cost to the County. Contractor may retain copies necessary for record keeping, documentation and all such other business purposes related to the Agreement.

37. USE OF AGREEMENT BY OTHER POLITICAL JURISDICTIONS

In accordance with Article 791.025 of the Texas Government Code, governmental agencies (local, state) may request to utilize the County's contract by executing an interlocal agreement with County to do so. Contractor agrees this Agreement may be extended, with the authorization of the Contractor, to others. If any other jurisdiction or political jurisdictions is authorized, their ordering of services or goods shall be at the prices, terms and conditions as this Agreement. The Contractor must deal directly with that jurisdiction or political subdivision concerning the placement of orders, services, issuance of purchase orders, contractual disputes, invoicing and payment. The County acts only as the "Contracting Agent" for these jurisdictions and political subdivisions. Failure to extend a contract to any jurisdiction will have no effect on this Agreement. Each participating jurisdiction and political subdivision have the option of executing a separate contract with the Contractor. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that jurisdiction.

38. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

38.1 Pursuant to Section 2270.002 of the Texas Government Code, Contractor verifies that it:

- (a) Does not boycott Israel; and
- (b) Will not boycott Israel during the term of this Agreement.

39. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN

ENERGY COMPANIES

39.1 Pursuant to Section 2276.002 of the Texas Government Code, Contractor verifies that it:

- (a) It does not boycott energy companies; and
- (b) Will not boycott energy companies during the term of the contract.

40. PROHIBITION ON CONTRACTS WITH COMPANIES THAT DISCRIMINATE AGAINST FIREARM AND AMMUNITION INDUSTRIES

40.1 Pursuant to Section 2274.002 of the Texas Government Code, Contractor verifies that it:

- (a) It does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
- (b) Will not discriminate during the term of the contract against a firearm entity or firearm trade association.

41. VERBAL AGREEMENT

No verbal agreement or conversation with any officer, agent or employee of County either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle Contractor to any additional payment whatsoever under the terms of this Agreement. All changes to this shall be in writing and the form of a change order in supplemental amendment to the agreement, approved by the Ellis County Commissioners Court.

42. ENTIRE AGREEMENT

This Agreement supersedes all prior agreements, written or oral, between Contractor and County and will constitute the entire agreement and understanding between the Parties with respect to the subject matter of this Agreement. This Agreement and each of its provisions and Exhibits will be binding upon the Parties and may not be waived, modified, amended, or altered except by a writing signed by both Contractor and County with formal approval by the Ellis County Commissioners Court.

43. BINDING EFFECT

This Agreement and the respective rights and obligations of the Parties hereto shall inure to the benefit and be binding upon the successors and assigns of the Parties hereto, as well as the Parties themselves.

44. SIGNATORY WARRANTY

The person or persons signing and executing this Agreement on behalf of Contractor or representing themselves as signing and executing this Agreement on behalf of Contractor, do

hereby warrant and guarantee that he, she, or they have been duly authorized by Contractor to execute this Agreement on behalf of Contractor and to validly and legally bind Contractor to all terms, conditions and provisions herein set forth.

45. ACCEPTANCES

By their signatures below, the duly authorized representatives of the County and Contractor accept the terms of this Agreement in full.

EXECUTED THIS 1st DAY OF October, 2024.

ELLIS COUNTY

TEXAS MATERIALS GROUP, INC.

By: 
Todd Little
Ellis County Judge

By: 
Title: Estimating Manager

ATTEST

By: 
Krystal Valdez
Ellis County Clerk



EXHIBIT A

SPECIFICATIONS FOR

PAVEMENT REHABILITATION AND RESURFACING SERVICES

Scarifying and Processing Requirements: Roadways identified for rehabilitation shall be scarified and pulverized to the full depth of the existing base material or eight (8) inches, whichever is less.

The existing asphalt pavement shall be scarified and pulverized until a minimum of fifty-five (55) percent of the asphalt pavement passes the No. 4 sieve. The largest pieces in the pulverized mixture shall not exceed two (2) inches in size.

After the existing asphalt surface has been scarified and pulverized, the existing base material shall be scarified to the full depth of the existing base material or eight (8) inches, whichever is lesser.

The resulting mixture of asphalt and base materials shall be pulverized and thoroughly mixed so that at the completion of moist-mixing 100 percent by dry weight passes a one (1) inch sieve and a minimum of 80 percent passes a No. 4 sieve, exclusive of gravel or stone retained on these sieves. Old bituminous wearing surfaces shall be pulverized so that 100 percent pass a two (2) inch sieve.

Compaction and Finishing: The mixed material shall be compacted to at least 95 percent of Modified Proctor, ASTM D 1557 at or above optimum moisture content. At the start of compaction, the percentage of moisture in the mixture shall not be below or more than two (2) percentage points above the optimum moisture content. In no case shall the addition of water be such that the mixture becomes unstable during compaction and finishing. If the uncompacted pavement/base (stabilized) mixture is wetted by rain so that the average moisture content exceeds the tolerance given at the time of final compaction, the entire section shall be reconstructed in accordance with this specification at the sole expense of the Contractor.

Prior to the beginning of compaction, the mixture shall be in a loose condition for its full depth. The loose mixture shall then be uniformly compacted to the specified density within two (2) hours. After the mixture is compacted, water shall be uniformly applied as needed and thoroughly mixed in with a spike tooth harrow or equal. The surface shall then be reshaped to the required lines, grades, and cross-section and then lightly scarified to loosen any imprint left by the compacting or shaping equipment.

The resulting surface shall be rolled with a pneumatic roller and "tight-bladed" by a motor grader to a depth of approximately ¼ inch, moving all loosened mixture from the section. The surface shall then be thoroughly compacted with the pneumatic roller, adding moisture as needed. Surface finishing methods may vary from the above-described procedure, provided a dense uniform surface, free of loose material, is maintained at its specified optimum moisture during all finishing operations. Surface compaction and finishing operations shall proceed in such a manner as to produce, in not more than two (2) hours, a smooth, closely knit surface – free of cracks, ridges, or loose material, and conforming to the required pavement cross-section. A rough or "washboard" finished surface shall not be accepted.

The finished surface shall be at the width as designated by the County. For stabilized roadways, the stabilized material shall extend at least one (1) foot beyond the required pavement edge to aid

EXHIBIT A

in reducing pavement movements and cracking along the edge line due to seasonal moisture variations after construction.

Stabilization Process: If stabilization utilizing a Portland cement slurry is determined to be necessary by the County, the material shall be spread uniformly on the asphalt and base mixture at a minimum rate 28 pounds per square yard. This cement slurry shall be applied only to such an area that all operations can be continuous and completed in daylight and within six (6) hours of such application. The percentage of moisture in the base at the time of stabilization application shall not be in excess of that which will permit uniform and intimate mixture of pavement/base and stabilization material during dry-mixing operations, and it shall not exceed the specified optimum moisture content for the pavement/base mixture.

After the material has been applied, it shall be dry mixed with the pavement/base mixture. Mixing shall continue until the material has been sufficiently blended with the pavement/base mixture to prevent the formation of any clumps or “balls” when water is applied. Any mixture that has not been compacted and finished shall not remain undisturbed for more than 30 minutes. Immediately after the dry mixing is complete, water as necessary shall be uniformly applied and incorporated into the mixture. The pressurized equipment and the supply provided shall be adequate to ensure continuous application of the required amount of water to sections being processed within three (3) hours of the time of application of the Portland cement slurry. Proper care shall be exercised to always ensure proper moisture distribution. After the last increment of water has been added, mixing shall continue until a thorough and uniform mix has been obtained.

After a thorough and uniform mix has been obtained, refer to ***Compaction and Finishing*** section above.

Asphalt Emulsion Curing Membrane: After the roadway has been finished as specified above, it shall immediately be protected against rapid drying or curing by the application of 0.20 gallons per square yard (SY) of SS-1 type asphalt, which shall comply in all respects to Item 302.3.4 of the North Central Texas Council of Government (NCTCOG) Standards. Immediately prior to the application of the asphalt emulsion, the roadway section shall be wetted using pressure water distributors so that all voids in the roadway surface are filled with water but without free water standing on the surface. The asphalt emulsion cure shall be applied while this moisture condition exists so that undue asphalt penetration of the roadway surface shall be prevented while aiding in complete coverage by the application.

After a short curing stage (one to three days) and in order to help reduce the risk of shrinkage cracks forming in the cement-treated base materials, microcracking shall be performed through the application of several vibratory roller passes.

Should it be necessary for construction equipment or local traffic to pass over the section before the asphalt emulsion has dried enough to prevent pick-up, it shall be the responsibility of the Contractor to dust or sand the surface. The Contractor shall maintain the curing cover for a seven (7) day period after the initial application to insure a complete cure of the roadway.

If approved by the County, the use of other asphaltic emulsions may be used in lieu of the SS-1; however, a complete asphalt membrane cover must be obtained.

EXHIBIT A

Pavement Milling Machine and Process: The cold-milling machine shall be self-propelled, specifically designed to fully or partially remove existing asphaltic pavement to the desired depth, profile, cross slope and surface texture. The machine shall be equipped with a conveyor capable of removing the millings from the pavement and loading them directly into a truck. In addition, the machine shall be equipped with a means to effectively and efficiently control the dust generated by the milling operation.

The machine shall make sufficient passes so that the designated area is milled to the grades and cross sections indicated by the County. The milling shall proceed with care and in depth increments that will not damage the pavement below the specified depth. The Contractor will repair or replace, as directed by the County, items damaged during milling operations at the Contractor's expense.

The milled pavement surface shall be properly cleaned by sweeping after the milling operations.

Hot Mix Asphaltic Concrete (HMAC) Pavement Material and Placement: The materials used in executing the work shall comply with the requirements of Item 302.3, "Bituminous Materials," and Item 302.9, "Hot-Mix Asphaltic Pavement," of the NCTCOG Standards. The hot mix asphaltic concrete pavement furnished shall contain Performance Graded asphalt binder, PG 70-22, and shall be the Type specified in the Bid Proposal.

The equipment and methods used in executing the work shall comply with the requirements of Items 302.9.4 and 302.9.6 of the NCTCOG Standards, respectively.

All cuts into existing asphalt or concrete shall be neat, straight and true and comply with the requirements of Item 402.3, "Sawing," of the NCTCOG Standards.

The tack coat shall comply in all respects to Item 302.9.2.2.3 of the NCTCOG Standards. The application of a tack coat shall apply to each layer of HMAC before the next layer is applied and to any exposed concrete edges that shall abut any HMAC.

For overlays of existing streets, the street surface shall be cleaned of grass and weeds and shall be swept prior to placing the tack coat.

Testing: The County shall have the authority to test materials, equipment and in-place construction to verify compliance with project specifications. The expense of tests shall be paid for by the County. The failure of the County to make any tests shall in no way relieve the Contractor of their responsibility to provide materials, equipment, and in-place construction which comply with project specifications. The Contractor shall provide such facilities as the County may require for collecting and forwarding samples and shall not, without specific written permission of the County, use the materials represented by the samples until tests have been made and materials approved for use. The Contractor will furnish adequate samples without charge to the County.

The contractor shall give the County designated inspector timely notice of readiness of the work for all required inspections, tests or approvals. The site must be ready for testing upon the Contractor's

EXHIBIT A

notification to the County representative. Should the site not be properly prepared for testing upon the arrival of the testing agent, any costs which are incurred will be borne solely by the Contractor.

Drainage: Contractor shall always maintain adequate drainage during construction. Changing of natural runoff flow locations or concentrating flows to a point of potential harm to adjacent properties shall not be permitted.

Storm Water Management: For projects in which the roadway is to be rehabilitated (i.e., scarified and pulverized) in which one (1) or more acres is disturbed, a Storm Water Pollution Prevention Plan (SWP3) is required by the Texas Commission on Environmental Quality (TCEQ) and shall be prepared by the Contractor. The plan shall show proposed measures to control pollutants in storm water discharges during and after construction activities. A section of the SWP3 shall contain a pollution/erosion control plan, signed and sealed by a Professional Engineer licensed in the State of Texas.

The SWP3 shall be kept at the job site for assessment by TCEQ inspectors at all times. The Contractor shall keep the SWP3 up-to-date and clearly indicate any and all changes made to the plan throughout construction activities. The SWP3 shall be submitted to the County for review and approval prior to the start of construction.

The SWP3 shall be implemented and maintained throughout the entire length of work. Should any pollution prevention measures fail, it shall be the responsibility of the Contractor to repair the failure immediately.

Traffic Control: All traffic control measures shall be in accordance with the most recent version of the Texas MUTCD. It shall be the Contractor's responsibility to ensure that proper safety practices and procedures are in place at all times during the work, including but not limited to the use of proper signage, barricades, cones, and flaggers. In addition, all vehicular equipment utilized in the work shall be equipped with proper flashers/lights/strobes that must be in operation during the work.

Due to the nature of this work, at no time can access along any roadways be restricted to adjacent residences or thru traffic. It shall be the contractor's responsibility to determine the means and methods of construction to address and adequately satisfy this requirement.

Construction Water: Construction water necessary to complete the work shall be provided by the Contractor. It shall be the Contractor's responsibility to complete a fire hydrant meter rental application and pay the required refundable deposit to the County prior to taking any water.

Protection of the Public: The Contractor shall at all times conduct the work in such a manner as to ensure the least possible obstruction to public traffic and protect the safety of the public. Public safety and convenience and provisions therefore made necessary by the work shall be the direct responsibility of the Contractor and shall be performed at their entire expense.

Materials placed on site or materials excavated and the construction materials or equipment used shall be located so as to cause as little obstruction to the public as possible.

EXHIBIT A

The County reserves the right to remedy any neglect on the part of the Contractor as regards public convenience and safety which may come to its attention. The cost of such work done, or material furnished by the County shall be deducted from monies due or to become due to the Contractor.

Protection of Existing Facilities: It shall be the Contractor's responsibility to repair to the satisfaction of the County any damage done to manholes, cleanouts, and valves, other public appurtenances located in the roadway or any structures or facilities adjacent to the roadway which are damaged by the Contractor during the construction process. No payment shall be made for these repairs.

Cleanup: It is the intent of these requirements that an adequate cleanup job be performed by the Contractor throughout the construction process. Before work is accepted by the County, all rocks, stones, asphalt, base material, and other construction debris shall be removed and properly disposed of by the Contractor.

Final Inspection: The County will make a final inspection of all work as soon as practicable after the work is completed and ready for acceptance. If the work is not acceptable at the time of such inspection, the Contractor will be informed by the County as to the particular defects to be remedied before final acceptance is made.

Services Warranty: Contractor warrants that:

- (a) Services will be performed in a timely, efficient, and professional manner; and,
- (b) all Contractor personnel assigned to perform Services will have the necessary skill and training; and
- (c) Services will be performed in a manner consistent with the standard of care in the industry ("Services Warranty").

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Meeting
Date: 11/25/2024

Date: 11/18/2024

Item #: 9.

Dept.: Administration

Consent Agenda

SUBJECT:

Consider and take appropriate action on a Contract between Texas Materials Group, Inc., and the City of Kaufman, Texas, for the purpose of utilizing the vendor's awarded contract with Ellis County for Pavement Rehabilitation and Resurfacing Services under RFB No 2024-010; and authorizing the Mayor or his designee to execute necessary documents.

BACKGROUND:

This item is in conjunction with Items 7 & 8 to allow the City to enter into an agreement with Ellis County and Texas Materials for street maintenance materials.

Author:

Rachel Balthrop Mendoza, Assistant City
Manager

Reviewed:

Mike Holder, City Manager

Cost:

Funds Available:

Source:

Recommendation: Staff recommends approval of an Interlocal Agreement with Texas Materials Group, Inc.

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

SERVICES CONTRACT

THIS SERVICES CONTRACT (the “CONTRACT”) is made by and between the **CITY OF KAUFMAN, TEXAS** (hereinafter referred to as the “CITY”), a Texas municipal corporation, and **TEXAS MATERIALS GROUP, INC.** (hereinafter referred to as “VENDOR”). VENDOR and the CITY are collectively referred to herein as the “Parties,” and individually as a “Party.”

WHEREAS, ELLIS COUNTY, TEXAS (hereinafter referred to as the “AWARDING ENTITY”) and CITY have entered an Interlocal Agreement (the “Contract”) pursuant to Chapter 791 of the Texas Government Code setting forth the terms and conditions upon which AWARDING ENTITY and CITY may purchase various goods and services commonly utilized by each entity; and,

WHEREAS, the VENDOR was awarded a contract pursuant to bid RFB No. 2024-010 with AWARDING ENTITY for Pavement Rehabilitation and Resurfacing Services, attached hereto and incorporated herein as Exhibit A; and,

WHEREAS, the CITY desires to enter into this CONTRACT with the VENDOR for the Pavement Rehabilitation and Resurfacing Services (the “Services”) set forth in Exhibit A;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants, and obligations as set forth herein, that;

1. The VENDOR agrees to provide the Services to the CITY in accordance with the terms and conditions this CONTRACT and Exhibit A.
2. This CONTRACT is for an initial term of one (1) year from the Effective Date (defined herein), unless terminated earlier in accordance with this CONTRACT. The CITY reserves the right to exercise the option to renew the CONTRACT for three (3) additional one (1)-year term(s). The Effective Date of this CONTRACT is November 26, 2024.
3. In consideration of the Services performed by the VENDOR, the CITY agrees to pay VENDOR for the Services in accordance with the pricing and warranty period set forth in Exhibit A; provided that the total amount for the Services under this CONTRACT for the initial term shall not exceed \$135,000 and the total amount for the Services shall not exceed \$450,000 for all renewal terms.
4. The VENDOR shall remit all invoices to the CITY. The CITY will be responsible for payments, as required under the Texas Prompt Payment Act, Texas Gov’t Code Ch. 2251, directly to VENDOR, and for VENDOR’S compliance with all conditions of delivery and quality of purchased items or services under the Contract.
5. **THE VENDOR WARRANTS THAT THE SERVICES IT PERFORMS FOR CITY WILL BE DONE IN A GOOD AND WORKMANLIKE MANNER, AND**

THAT ANY ITEMS DELIVERED TO THE CITY UNDER THIS CONTRACT WILL BE FIT FOR THE PARTICULAR PURPOSE FOR WHICH IT WAS FURNISHED. THE VENDOR SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY WHOLE AND HARMLESS AGAINST ANY AND ALL CLAIMS FOR DAMAGES, COSTS, AND EXPENSES TO PERSONS OR PROPERTY THAT MAY ARISE OUT OF, OR BE OCCASIONED BY, THE EXECUTION OR PERFORMANCE OF THIS CONTRACT OR ANY OF VENDOR'S ACTIVITIES OR ANY ACT OF COMMISSION OR OMISSION RELATED TO THIS CONTRACT OF ANY REPRESENTATIVE, AGENT, CUSTOMER, EMPLOYEE, SUB- VENDOR OR INVITEE OF VENDOR OR ANY REPRESENTATIVE, AGENT, EMPLOYEE, OR SERVANT OF THE CITY. IF AN ITEM IS COVERED BY A MANUFACTURER'S WARRANTY, IT IS THE RESPONSIBILITY OF THE VENDOR TO OBTAIN THE INFORMATION FOR THE CITY AND TO GET THE MANUFACTURER TO HONOR THE WARRANTY. THIS SECTION SURVIVES TERMINATION OF THIS CONTRACT.

6. The VENDOR shall obtain and shall continue to maintain at no cost to the CITY, in full force and effect during the term of this Contract, a comprehensive liability insurance policy with a company licensed to do business in the State of Texas and rated not less than "A" in the current Best Key Rating Guide, which shall include bodily injury, death, automobile liability, worker's compensation, and property damage coverage, in accordance with any CITY ordinance or Directive. The minimum limits for this coverage shall be \$1,000,000.00 per occurrence / \$2,000,000 aggregate for general liability and for property damage; \$1,000,000 combined single limit for automobile liability unless modified in accordance with any ordinance or directive;, and statutory workers' compensation and employers' liability insurance as required by state law. The CITY shall be named as an additional insured under such general liability and automobile policies, and a provision shall be incorporated in the policies whereby the CITY shall be given at least thirty (30) days prior notice of any material change in coverage or of cancellation of such policies. VENDOR shall provide a waiver of subrogation in favor of the CITY on all coverages. VENDOR shall furnish the CITY with original copies of said policies or certificates evidencing such coverage prior to commencement of any work under this CONTRACT. The VENDOR agrees that the insurance requirements specified herein do not reduce the liability of the VENDOR has assumed in the indemnification section of this CONTRACT.
7. All notices, communications and reports under this CONTRACT must be mailed or delivered to the respective Parties at the addresses shown below, unless either Party is otherwise notified in writing by the other Party:

CITY:
City of Kaufman
ATTN: Finance Department
209 S. Washington St.
Kaufman, Texas 75142

Phone | 972-932-2216
Email | mwennerstrom@kaufmantx.org

VENDOR:
Texas Materials Group, Inc.
ATTN: Matt Cooley
420 Decker Drive, Suite 200
Irving, Texas 75062
Phone | 214-741-3531
Email | matthew.cooley@texasmaterials.com

8. The CITY may terminate this CONTRACT:
 - a. for convenience, after a 60 day written notice to the VENDOR during the initial term or any renewal term;
 - b. if the VENDOR becomes insolvent or files a voluntary petition for bankruptcy;
 - c. if the VENDOR breaches this CONTRACT and said breach is not cured within 10 days of the date that the CITY provided a written notice of breach. If the failure is not cured to the CITY's satisfaction within 10 days of the written notice of breach, the CITY shall have the right to terminate immediately without the requirement of further notice; or
 - d. if funds are not budgeted or are not available for the CITY to purchase the Services.
9. The Parties to this CONTRACT covenant and agree that in any litigation relating to this CONTRACT, the terms and conditions of the Contract will be interpreted according to the laws of the State of Texas, and if legal action is necessary to enforce this CONTRACT, exclusive venue will lie in Kaufman County, Texas.
10. The exhibit attached hereto is incorporated herein and made a part hereof for all purposes.
11. This CONTRACT shall only be amended in writing signed by the Parties.
12. If any provision of this CONTRACT is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this CONTRACT; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the Parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this CONTRACT shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.
13. Any failure by a Party to insist upon strict performance by the other Party of any material provision of this CONTRACT shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this CONTRACT. No provision of this CONTRACT may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this CONTRACT shall be deemed or construed to be a waiver of any other

term or condition or subsequent waiver of the same term or condition.

14. This CONTRACT may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
15. If and to the extent this CONTRACT qualifies as a contract for goods and services under Chapter 2271 of the Texas Local Government Code, the VENDOR hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this CONTRACT is a contract for goods or services, will not boycott Israel during the term of this CONTRACT. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law.
16. If and to the extent this CONTRACT qualifies as a governmental contract under Section 2252.151 of the Texas Local Government Code, the VENDOR represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:
<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.
The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the VENDOR and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.
17. To the extent this CONTRACT constitutes a contract for goods or services for which a written verification is required under Section 2274.002 of the Texas Government Code, as amended, the VENDOR hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this CONTRACT.
18. To the extent this CONTRACT constitutes a contract for goods or services for which a written verification is required under Section 2274.002 of the Texas Government Code, as amended, the VENDOR hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this CONTRACT against a firearm entity or firearm trade association.
19. By signing below, you agree to extend the Contract, number contract number, with the CITY, and to abide by all pricing, terms, conditions, and specifications in the

CONTRACT.

EXECUTED this the _____ day of _____, _____.

CITY OF KAUFMAN, TEXAS

By: _____
Manager

TEXAS MATERIALS GROUP, INC.

By: _____ City

Printed
Name: _____

Title: _____

ATTEST:

Jessie Hanks, City Secretary

APPROVED AS TO FORM:

Patricia Adams, City Attorney

EXHIBIT A

**PAYMENT REHABILITATION AND RESURFACING SERVICES BETWEEN
ELLIS COUNTY AND TEXAS MATERIALS GROUP, INC.**

RFB NO. 2024-010



Meeting
Date: 11/25/2024

Date: 11/14/2024

Item #: 10.

Dept.: Administration

Resolution

SUBJECT:

Consider and take appropriate action on Resolution R-34-24, a resolution of the City Council of the City of Kaufman, Texas, adopting a City of Kaufman Procurement Policy; and providing an effective date.

BACKGROUND:

Author:
Rachel Balthrop Mendoza, Assistant City
Manager

Reviewed:
Mike Holder, City Manager

Cost:

Funds Available:

Source:

Recommendation: Staff recommends approval of Resolution R-34-24 as presented.

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

RESOLUTION NO. R-34-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KAUFMAN, TEXAS, APPROVING A PROCUREMENT POLICY APPLICABLE TO ALL PROCUREMENTS MADE WITH FEDERAL FUNDS; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING A CUMULATIVE/REALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Kaufman, Texas (the "City") is a home rule municipality located in Kaufman County, Texas; and

WHEREAS, to apply for and receive federal grant funds the City must approve procurement policies that comply with federal law, including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in Title 2, Part 200 of the Code of Federal Regulations; and

WHEREAS, the City prepared the "City of Kaufman, Texas, Procurement Policy Applicable to All Procurements Made with Federal Funds," attached herinto as "**Exhibit A**," to comply with all applicable federal and state laws; and

WHEREAS, the City Council of the City has determined that it is in the best interest of Kaufman to approve the policy in "**Exhibit A**" for use in the implementation and administration of a federal grant received by the City.

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

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

SECTION 2. That the City Council hereby approves the "City of Kaufman Procurement Policy Applicable to All Procurements Made with Federal Funds," attached as "Exhibit A" and incorporated as if set forth fully herein.

SECTION 3. This Resolution shall be cumulative of all other resolutions and shall not repeal any of the provisions of such resolutions except for those instances where there are direct conflicts with the provisions of this Resolution. Resolutions or parts thereof in force at the time this Resolution shall take effect and that is inconsistent with this Resolution are hereby repealed to the extent that they are inconsistent with this Resolution. Provided, however, that any complaint, action, claim, or lawsuit, which has been initiated or has arisen under or pursuant to such resolution on the date of adoption of this Resolution shall continue to be governed by the provisions of that resolution and for that purpose the resolution shall remain in full force and effect.

SECTION 4. This Resolution becomes effective immediately upon its passage and approval.

PASSED AND APPROVED this 25th day of November 2024.

R-34-24

Page 1 of 12

JEFF JORDAN
MAYOR

ATTEST:

JESSIE HANKS
CITY SECRETARY

APPROVED AS TO FORM:

PATRICIA A. ADAMS
CITY ATTORNEY

EXHIBIT A
CITY OF KAUFMAN, TEXAS
PROCUREMENT POLICY APPLICABLE TO ALL PROCUREMENTS
MADE WITH FEDERAL FUNDS

PREAMBLE

All procurements made by the City of Kaufman, Texas (the “CITY”) involving the expenditure of Federal funds must be conducted in accordance with the procedures set forth in this Policy. This Policy is in adopted to comply with all applicable Federal, State, and local government statutes and regulations, including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in Title 2, Part 200 of the Code of Federal Regulations in effect on October 2, 2024.

It is the policy of the CITY to conduct all procurements in the highest ethical manner, and in accordance with all applicable laws and regulations. To the extent required by law and regulation, and the maximum extent practical, CITY will conduct all procurement transactions in a manner providing full and open competition, consistent with the standards set forth in Federal, State, and local government statutes and regulations.

Subject to specified cost thresholds and documented delegation of authority, all procurements will be reviewed by City Manager to ensure compliance with this Policy.

I. SOLICITATIONS

Procurements subject to this Policy will be made on the basis of a written solicitation, after careful consideration by CITY Staff (with, as applicable, the support of a selection committee) of the needs of CITY and available resources. The written procedures in this Policy are intended to ensure that all solicitations meet the following Federal requirements as well as contracting best practices:

A. Clear Description: The solicitation must incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. The description may include a statement of the qualitative nature of the property, equipment, or service to be procured. When necessary, the description must provide minimum essential characteristics and standards to which the property, equipment, or service must conform. Detailed product specifications should be avoided if at all possible. This description should include a written statement of work. 2 C.F.R. § 200.319(d)(2).

B. Nonrestrictive Specification: The description of the technical requirements must not contain features that unduly restrict competition. Examples of situations that may restrict competition include, but are not limited to, placing unreasonable requirements on the firms for them to qualify to do business; requiring unnecessary experience and excessive bonding; noncompetitive pricing practices between firms or between affiliated companies; noncompetitive contracts to consultants that are on retainer contracts; organizational conflicts of interest; specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and any arbitrary action in the procurement process. 2 C.F.R § 200.319(a) and (c).

C. Qualitative Requirements: The description of the technical requirements may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Product specifications should be limited to essential specifications only. 2 C.F.R. § 200.319 (d)(2).

1. Brand Name or Equal: When it is impractical or uneconomical to clearly and accurately describe the technical requirements, a "brand name or equivalent" description of the features may be used to provide procurement requirements. The specific features of the named brand must be clearly stated.

2. Preference for Performance Specifications: Product or service specifications based on performance, rather than designed specifications, are preferred. A performance specification describes an end result, an objective, or standard to be achieved, and leaves the determination of how to reach the result to the contractor. Performance specifications describe what the product should be able to do or the services to accomplish, without imposing unnecessarily detailed requirements on how to accomplish the tasks.

D. Additional Requirements: The solicitation must identify additional requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals. 2 C.F.R. § 200.319 (d) (3).

E. Type of Federal Funding: The solicitation must acknowledge the source of the Federal funding for the contract, in compliance with the terms of its financial assistance award. The solicitation should inform prospective contractors that they will need to comply with all applicable Federal Laws, regulations, Executive Orders and requirements affecting the procurement.

F. Contract Type The solicitation should state the type of contract that will be awarded.

1. Fixed Price: A fixed price contract provides for a firm price that remains irrespective of the contractor's actual cost of performing the scope of work under the contract. The risk of performing the work, at the fixed price, is borne by the contractor. Fixed price contracts may include an economic price adjustment, incentives, or both.

2. Cost Reimbursement: Cost-reimbursement type contracts provide for payment of certain incurred costs to the extent provided in the contract. They normally provide for the reimbursement of the contractor for its reasonable, allocable, actual, and allowable costs, with an agreed-upon fee. There is a limit to the costs that a contractor may incur at the time of contract award, and the contractor may not exceed those costs without CITY's prior approval. Cost allowability is determined by Federal regulations. There are many varieties of cost reimbursement contracts, such as cost-plus- fixed-fee, cost-plus-incentive-fee, and cost-plus-award-fee. Because CITY incurs more risk in a cost reimbursement contract, these types of contracts should only be entered into after a careful analysis of the benefits compared to other contract types.

3. Time and Materials Contracts: A time and materials type contract is a contract whose cost to the CITY is the sum of the actual cost of materials and direct labor

hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit. 2 C.F.R. §200.318(j)(1)(i)-(ii). This type of contract is used if no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk.

4. Cost Plus Percentage of Cost: The use of cost-plus percentage of cost and cost plus a percentage of construction cost methods of contracting are prohibited.

II. METHODS FOR PROCUREMENT

Allowed procurements methods are informal procurement methods (micro-purchases and simplified acquisitions); formal procurement methods (sealed bids or proposals); and noncompetitive procurement methods in accordance with 2 C.F.R. § 200.320.

A. Informal procurement methods: Informal procurement methods may be used when the value of the procurement transaction under the Federal award does not exceed the simplified acquisition threshold as defined in 2 C.F.R. § 200.1. CITY may establish a lower threshold.

1. Micro-purchases: Micro-purchases may be awarded without soliciting competitive price or rate quotations if CITY considers the price reasonable based on research, experience, purchase history, or other information. CITY must maintain documents to support its conclusion. CITY is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures. The micro-purchase threshold used by CITY must be authorized or not prohibited under State, local, laws or regulations. CITY may self-certify a threshold up to \$50,000 on an annual basis and must maintain documentation to be made available to the Federal agency or pass-through entity and auditors in accordance with retention records in 2 C.F.R. § 200.334. The self-certification must include a justification, clear identification of the threshold, and supporting documentation of any of the following: a qualification of a low-risk auditee, in accordance with the criteria in 2 C.F.R. § 200.520 or an annual internal institutional risk assessment to identify, mitigate, and manage financial risks. Procurements may not be disaggregated for the purpose of falling below the micro-purchase threshold.

2. Simplified acquisitions: The aggregate dollar amount of the procurement transaction is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold. If simplified acquisition procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources. Unless specified by the Federal agency, CITY may exercise judgment in determining what number is adequate. CITY is responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of risk, and its documented procurement procedures, which may be lower than, but must not exceed, the threshold established in the Federal Acquisition Regulations (FAR).

B. Formal procurement methods: Formal procurement methods are required when the value of the procurement transaction under a Federal award exceeds the simplified acquisition threshold of CITY. Formal procurement methods are competitive and require public

notice. The following formal methods of procurement are used for procurement transactions above the simplified acquisition threshold determined by CITY:

1. Sealed bids: This is a procurement method in which bids are publicly solicited through an invitation and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid conforms with all the material terms and conditions of the invitation and is the lowest in price. The sealed bids procurement method is preferred for procuring construction services.

a. For sealed bids to be feasible, the following conditions should be present:

i. A complete, adequate, and realistic specification or purchase description is available;

ii. Two or more responsible bidders have been identified as willing and able to compete effectively for the business; and

iii. The procurement lends itself to a firm-fixed price contract, and the selection of the successful bidder can be made principally based on price.

b. If sealed bids are used, the following requirements apply:

i. Bids must be solicited from an adequate number of qualified sources, providing them with sufficient response time prior to the date set for opening the bids. Unless specified by the Federal agency, CITY may exercise judgment in determining what number is adequate. For local governments, the invitation for bids must be publicly advertised.

ii. The invitation for bids must define the items or services with specific information, including any required specifications, for the bidder to properly respond.

iii. All bids will be opened at the time and place prescribed in the invitation for bids. For CITY, the bids must be opened publicly.

iv. A firm-fixed-price contract is awarded in writing to the lowest responsive bid and responsible bidder. When specified in the invitation for bids, factors such as discounts, transportation cost, and life-cycle costs must be considered in determining which bid is the lowest. Payment discounts must only be used to determine the low bid when the recipient or subrecipient determines they are a valid factor based on prior experience.

v. CITY must document and provide a justification for all bids it rejects.

2. Proposals: This is a procurement method used when conditions are not appropriate for using sealed bids. This procurement method may result in either a fixed-price or cost-reimbursement contract. They are awarded in accordance with the following:

a. Requests for proposals (RFPs) require public notice, and all evaluation factors and their relative importance must be identified. Proposals must be solicited from multiple qualified entities. To the maximum extent practicable, any proposals submitted in response to the public notice must be considered;

b. CITY must have written procedures for conducting technical evaluations and making selections;

c. Contracts must be awarded to the responsible offeror whose proposal is most advantageous to CITY considering price and other factors; and

d. CITY may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby the offeror's qualifications are evaluated, and the most qualified offeror is selected, subject to negotiation of fair and reasonable compensation. The method, where the price is not used as a selection factor, can only be used to procure architectural/engineering (A/E) professional services. The method may not be used to purchase other services provided by A/E firms that are a potential source to perform the proposed effort.

C. Noncompetitive procurement: There are specific circumstances in which CITY may use a noncompetitive procurement method. The noncompetitive procurement method may only be used if one of the following circumstances applies:

1. The aggregate amount of the procurement transaction does not exceed the micro-purchase threshold;
2. The procurement transaction can only be fulfilled by a single source;
3. The public exigency or emergency for the requirement will not permit a delay resulting from providing public notice of a competitive solicitation;
4. CITY requests in writing to use a noncompetitive procurement method, and the Federal agency or pass-through entity provides written approval; or
5. After soliciting several sources, competition is determined inadequate.

III. CONTRACTS

Generally, all procurement will be memorialized and supported by a written contract. Where it is not feasible or is impractical to prepare a contract, a written finding to this effect will be prepared and some form of documentation regarding the transaction will also be prepared. Contracts for architectural/engineering (A/E) professional services always require a contract.

A. All contracts will contain language which allows the CITY the opportunity to cancel any contract for cause. Said cause shall include (but not be limited to) demonstrated lack of ability to perform the work specified, unwillingness to complete the work in a timely fashion, cancellation of liability insurance or worker's compensation, failure to pay suppliers or workers, unsafe working conditions caused by the contractor, failure to comply with Davis-Bacon wage laws (where applicable), failure to keep accurate and timely records of the job, or failure to make those records available to the CITY (on request) or any other documented matter which could cause a hardship for the CITY if a claim should arise or the work not be completed on schedule at the specified cost.

B. All contracts will contain a termination for convenience provision, which allows the CITY to cancel the contract without fault on the part of the contractor. In the event of a termination for convenience, the contractor will receive reimbursement and/or pro-rata payment for costs and work done until the point of termination, but not including anticipated profits on the work that was cancelled. The termination provision will specify the procedures for the contractor to submit a claim for termination costs.

C. Except as otherwise provided under 41 C.F.R, Part 60, all contracts that meet the definition of “Federally assisted construction contract” in 41 C.FR. § 604.3 must contain the applicable contract clauses described in Appendix II to the Uniform Rules (Contract Provisions for non-Federal Entity Contracts Under Federal Awards), which are set forth in 2 C.F.R. § 200.327. These provisions will be provided to all bidders.

IV. DOCUMENTATION

All source documents supporting any given transaction (receipts, purchase orders, invoices, RFP/Rfq data and bid materials) will be retained and filed in an appropriate manner. Where feasible, source documents pertinent to each individual procurement shall be separately filed and maintained. Where it is not feasible to maintain individual procurement files, source documents will be filed and maintained in a reasonable manner (examples include chronologically, by vendor, by type of procurement, etc.). Whatever form of documentation and filing is employed, the purpose of this section is to ensure that a clear and consistent audit trail is established. At a minimum, source document data must be sufficient to establish the basis for selection, basis for cost, (including the issue of reasonableness of cost), rationale for method of procurement and selection of contract type, and basis for payment.

V. SMALL BUSINESSES, MINORITY BUSINESSES, WOMEN’S BUSINESS ENTERPRISES, VETERAN-OWNED BUSINESSES, AND LABOR SURPLUS AREA FIRMS

When possible, CITY should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered as set forth below:

- A. These business types are included on solicitation lists;
- B. These business types are solicited whenever they are deemed eligible as potential sources;
- C. Dividing procurement transactions into separate procurements to permit maximum participation by these business types;
- D. Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types;
- E. Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency or the Department of Commerce; and
- F. Requiring a contractor under a Federal award to apply these requirements to subcontractors.

VI. CODE OF CONDUCT

A. Conflict Of Interest: No CITY member, employee, consultant, elected official, appointed official or designated agent of CITY will take part or have an interest in the award of any procurement transaction if a conflict of interest, real or apparent, exists. A conflict of interest occurs when the official, employee or designated agent of CITY, partners of such individuals, immediate family members, their partner, or an organization that employs or intends to employ

any of the above has a financial or other interest in or other interest in or a tangible personal benefit from an entity considered for the contract.

No CITY member, employee or designated agent of CITY may acquire a financial interest in or benefit in any way from any activity which uses any Federal funding, nor shall they have any interest in any contract, subcontract or agreement for themselves or any family members.

NOTE: These rules apply to all named parties and shall be effective for the period of service and for one year after leaving said position (or office, in the case of elected officials).

B. Acceptance of Gratuities: No CITY member, employee or designated agent of CITY shall solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, subcontractors, or potential subcontractors.

C. Penalties: Any CITY member, employee or designated agent of CITY who knowingly and deliberately violates the provisions of this code will be open to civil suit by CITY without the legal protection of CITY. Furthermore, such a violation of these procurement standards is grounds for dismissal by CITY (if an employee) or such sanctions as available under the law (if an elected official).

Any contractor or potential contractor who knowingly and deliberately violates the provisions of these procurement standards will be barred from future transactions with CITY.

VII. ADDITIONAL PROVISIONS

The following provisions are required for non-federal entity contracts under Federal awards, pursuant to Appendix II to 2 C.F.R., Part 200:

A. Contracts for more than the simplified acquisition threshold (currently set at \$250,000), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B. All contracts in excess of \$10,000 must address termination for cause and for convenience by CITY including the manner by which it will be effected and the basis for settlement.

C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

D. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by CITY must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. CITY must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. CITY must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by CITY in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

G. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$250,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387).

Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

H. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

J. Procurement of Recovered Materials. When federal funds are expended, CITY and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

K. Domestic Preferences for Procurements – As appropriate and to the extent consistent with law, CITY should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of 2 CFR Part 200.322, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

L. Ban on Foreign Telecommunications. Federal grant funds may not be used to purchase equipment, services, or systems that use “covered telecommunications” equipment or services as a substantial or essential component of any system, or as critical technology as part

of any system. “Covered telecommunications” means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).



Meeting
Date: 11/25/2024

Date: 11/22/2024

Item #: 11.

Dept.: Administration

Resolution

SUBJECT:

Consider and take appropriate action on Resolution R-35-24, a resolution of the City of Kaufman, accepting the Public Improvements for Five Points Phase 1 and establishing the date for a two (2) year warranty period.

BACKGROUND:

The Public Improvements for Five Points Phase 1 are complete. This resolution will set the effective date for the 2-year warranty period.

Author:
Mike Holder, City Manager

Reviewed:
Mike Holder, City Manager

Cost:

Funds Available:

Source:

Recommendation: Staff recommends approval of Resolution R-35-24 as presented.

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

RESOLUTION NO. R-35-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KAUFMAN, TEXAS, ACCEPTING PUBLIC IMPROVEMENTS FOR FIVE POINTES PHASE I; ESTABLISHING THE WARRANTY PERIOD FOR THE PUBLIC IMPROVEMENTS; PROVIDING FOR THE INCORPORATION OF PREMISES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City and Cope Equities, LLC, ("Contractor"), entered into an agreement dated August 21, 2023, (the "Agreement"), pursuant to which Contractor was to construct public improvements improvements to serve Five Points Phase I (the "Public Improvements"); and

WHEREAS, Contractor has constructed all required Public Improvements and City Council accepts the actual quantities and construction of said Public Improvements pursuant to final estimate; and

WHEREAS, having accepted the Public Improvements via the adoption of this Resolution, the City Council hereby establishes that the two (2) year warranty period for said Public Improvements commences as of October 25, 2024; and

WHEREAS, a two (2) year maintenance bond covering the Public Improvements has been received by the City.

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

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

SECTION 2. Acceptance of Improvements. That effective as of the date of this Resolution, the City accepts the Public Improvements as approved by final inspection of the City of Kaufman Public Works Department.

SECTION 3. Warranty Period. That the City establishes the warranty period to be in effect commencing on October 25, 2024, and remaining in full force and effect until October 25, 2026, at 12:00 a.m., midnight (24 months from the effective date of this Resolution). Further, pursuant to the terms of the Agreement, the City has received a maintenance bond that shall remain in effect throughout the warranty period established herein and shall guarantee repairs to the Public Improvements occurring within the warranting period.

SECTION 4. Effective Date. This Resolution becomes effective immediately upon its passage and approval.

PASSED AND APPROVED this 25th day of November 2024.

JEFF JORDAN
MAYOR

ATTEST:

JESSIE HANKS
CITY SECRETARY

APPROVED AS TO FORM:

PATRICIA A. ADAMS
CITY ATTORNEY

October 25, 2024

Cope Equities
James Cruser
900 W. Bethany St., Suite 230
Allen, TX 75013
(via email)

Re: Final Acceptance for Five Points Phase 1, Public Improvements

Dear Mr. Cruser,

This is your letter of Final Acceptance for the above project. The final inspection by the City indicate that the work is complete, and is therefore accepted by the City of Kaufman.

In accordance with the contract documents, the maintenance bond shall be in effect for two (2) years from October 25, 2024.

If you have any questions, please do not hesitate to contact us.

Sincerely,

tnp
teague nall & perkins



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

cc: Mike Holder, City Manager - City of Kaufman (via email)
Rachel Balthrop Mendoza, Assistant City Manager (via email)
Tim Hopwood, Director of Public Works (via email)
Andrew Bogda, Director of Development Services (via email)
KAU 23005 File



Meeting
Date: 11/25/2024

Date: 11/12/2024

Item #: 12.

Dept.: Administration

Discussion Item

SUBJECT:

Receive an update and discussion regarding the Delinquent Tax Collection report by Linebarger Goggan Blair & Sampson LLP.

BACKGROUND:

Linebarger Goggan Blair & Sampson LLP will present the City of Kaufman's annual Delinquent Tax Collection Report.

Author:

Mike Holder, City Manager

Reviewed:

Mike Holder, City Manager

Cost:

Funds Available:

Source:

Recommendation: There is no action required for this item.

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



Meeting
Date: 11/25/2024

Date: 10/21/2024

Item #: 13.

Dept.: Administration

Resolution

SUBJECT:

Consider and take appropriate action on Resolution R-30-24, a resolution of the City Council of the City of Kaufman, Texas, casting its vote for a member of the Board of Directors of the Kaufman Central Appraisal District; and providing and effective date.

BACKGROUND:

The City of Kaufman has 77 votes to allocate in the upcoming election for the Kaufman Central Appraisal District Board of Directors, with the candidate's term starting January 1, 2025. Each taxing entity, including Kaufman, can distribute its votes among the listed candidates or give all votes to a single candidate. A total of 834 votes is required for a candidate to be appointed to the board.

Author:

Mike Holder, City Manager

Reviewed:

Mike Holder, City Manager

Cost:

Funds Available:

Source:

Recommendation: Staff recommends approval of Resolution R-30-24 as presented.

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

RESOLUTION NO. R-30-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KAUFMAN, TEXAS, CASTING ITS VOTE FOR A MEMBER OF THE BOARD OF DIRECTORS OF THE KAUFMAN CENTRAL APPRAISAL DISTRICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Chief Appraiser has provided the participating taxing units eligible to vote for nominees for the Appraisal District Board of Directors in accordance with the Texas Property Tax Code;

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

SECTION 1. That the City Council of the City of Kaufman does hereby cast its votes in accordance with the attached ballot, for a member of the Board of Directors of the Kaufman Central Appraisal District.

SECTION 2. That this Resolution shall become effective immediately from and after its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Kaufman, Texas, on this the 25th day of November 2024.

CITY OF KAUFMAN

**JEFF JORDAN
MAYOR**

ATTEST:

**JESSIE HANKS
CITY SECRETARY**

APPROVED AS TO FORM:

**PATRICIA ADAMS
CITY ATTORNEY**

Kaufman Central Appraisal District Official Ballot

Nominees	Votes
Bynum, Bruce	
Dobbs, Robert	
Griffin, Don	
Holder, Adam	
Hutson, Cecil	
Kirbie, Danny	
MacLaren, Delia	
Rogers, Scott	
Wood, Bruce	
Zaby, John	

Entity Name _____ Date _____

1. Place the number of votes you wish to cast for a candidate in the block beside that name.

2. Attach this ballot to the adopted resolution and return to this office by **December 15, 2024**.

Here is the voting entitlement for each jurisdiction for 2025.

Entity	Votes
KAUFMAN COUNTY	1247
CRANDALL ISD	363
FORNEY ISD	1559
KAUFMAN ISD	219
MABANK ISD	87
KEMP ISD	88
QUINLAN ISD	5
ROCKWALL ISD	61
SCURRY ROSSER ISD	56
TERRELL ISD	434
WILLS POINT ISD	34
CITY OF COTTONWOOD	1
CITY OF MESQUITE	20
CITY OF TALTY	10
CITY OF CRANDALL	39
CITY OF FORNEY	244
CITY OF SEAGOVILLE	1
CITY OF HEATH	4
CITY OF KAUFMAN	77
CITY OF MABANK	34
CITY OF OAK RIDGE	2
CITY OF OAK GROVE	0
CITY OF COMBINE	9
CITY OF KEMP	8
CITY OF TERRELL	239
TRINITY VALLEY CC	157



Meeting
Date: 11/25/2024

Date: 11/12/2024

Item #: 14.

Dept.: Development
Services

PZ Item

SUBJECT:

Consider and take appropriate action on the **Revised Site Plan of Walmart (to accommodate drone delivery services)**, situated on approximately 17.92 acres out of the D. Falcon Survey, Abstract No. 151, City of Kaufman, Kaufman County, Texas, being Lot 2, Block A of Kings Fort Addition Phase 2, said property located at 300 Kings Fort Parkway (Property ID 190030). The property is zoned Planned Development-7-C ("PD-7-C") for "C" Commercial uses. (Case No. SP-03-24)

BACKGROUND:

See the attached November 4, 2024 Planning and Zoning Commission report and attachments. Since the Commission took action, an exhibit has also been provided showing the elevations for the proposed drone dock stations.

Author:

Reviewed:

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

Cost:

Funds Available:

Source:

Recommendation: On November 4, 2024, the Planning and Zoning Commission recommended approval, by a vote of 5-0, of the Revised Site Plan of Walmart to accommodate drone delivery services at 300 Kings Fort Parkway.

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



Planning and Zoning Commission Report

Meeting Date: November 4, 2024

SUBJECT: Consider and make a recommendation to City Council on the **Revised Site Plan of Walmart (to accommodate drone delivery services)**, situated on approximately 17.92 acres out of the D. Falcon Survey, Abstract No. 151, City of Kaufman, Kaufman County, Texas, being Lot 2, Block A of Kings Fort Addition Phase 2, said property located at 300 Kings Fort Parkway (Property ID 190030). The property is zoned Planned Development-7-C ("PD-7-C") for "C" Commercial uses. (Case No. SP-03-24)

BACKGROUND/SUMMARY:

The subject property consists of 17.92 acres located at 300 Kings Fort Parkway on the south side of Kings Fort Parkway and the east side of Tabor Parkway. The property is currently developed with a Walmart retail store that was built in 2014, the original Site Plan for which was approved in 2013. The applicant is proposing to construct drone delivery dock stations on the west and east sides of the building in order to accommodate drone delivery services. Drone delivery operations are primarily regulated by the Federal Aviation Administration. Consistent with how many other municipalities in North Texas are handling drone delivery services, Staff is treating this as an accessory use to support the principal retail use of the property. A revision to the Site Plan is required to show the location and details of the new improvements.

Site Plan

A revised Site Plan has been provided, showing the existing store building, loading and storage areas, access drives and parking areas, sidewalks, signage, and easements. The only change being made to these existing elements is that some of the parking spaces on the east side of the building will be removed to accommodate the eastern drone dock station and a relocated canopy, reducing the overall parking count from 698 spaces to 685 spaces; this still exceeds the 621 spaces that are required. Two (2) single drone docks (21'-3" in height) will be provided on the east side of the building near the pharmacy drive-thru; this is the area where the drones will be loaded with merchandise for delivery. Nine (9) double-dock drone charging stations (28'-8" in height) will be provided to the west of the building in the middle of the grassy area along Tabor Parkway, with a new sidewalk from the building to the dock area. Both drone dock areas will be enclosed by an 8'-tall black ornamental metal fence to provide security and screening.

Among other standard notes, a note has been provided indicating that the building elevations will adhere to the elevations approved with the original Site Plan approved in 2013, as well as a note requiring all operations to adhere to the Performance Standards of the Zoning Ordinance, which regulate noise, odors, and emissions.

Landscaping and Screening

A full landscape plan set has been provided. The tree preservation plan shows all existing trees and shrubs to remain, with the exception of two holly shrubs on the east side of the building in

SURROUNDING ZONING AND EXISITNG LAND USES:

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

Location Map

Walmart



[illegible]

Exhibit B – Site Plan

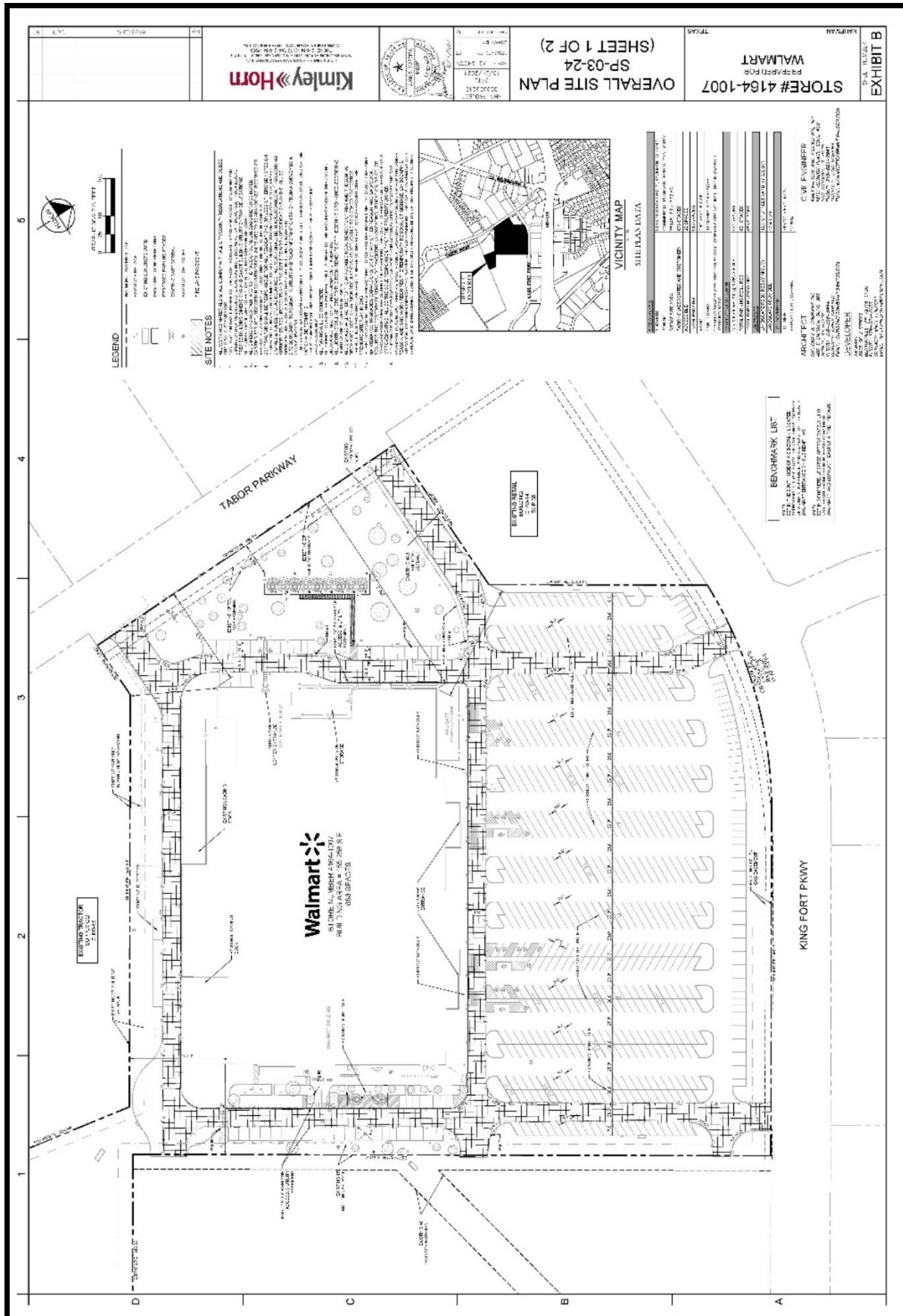


Exhibit B – Site Plan

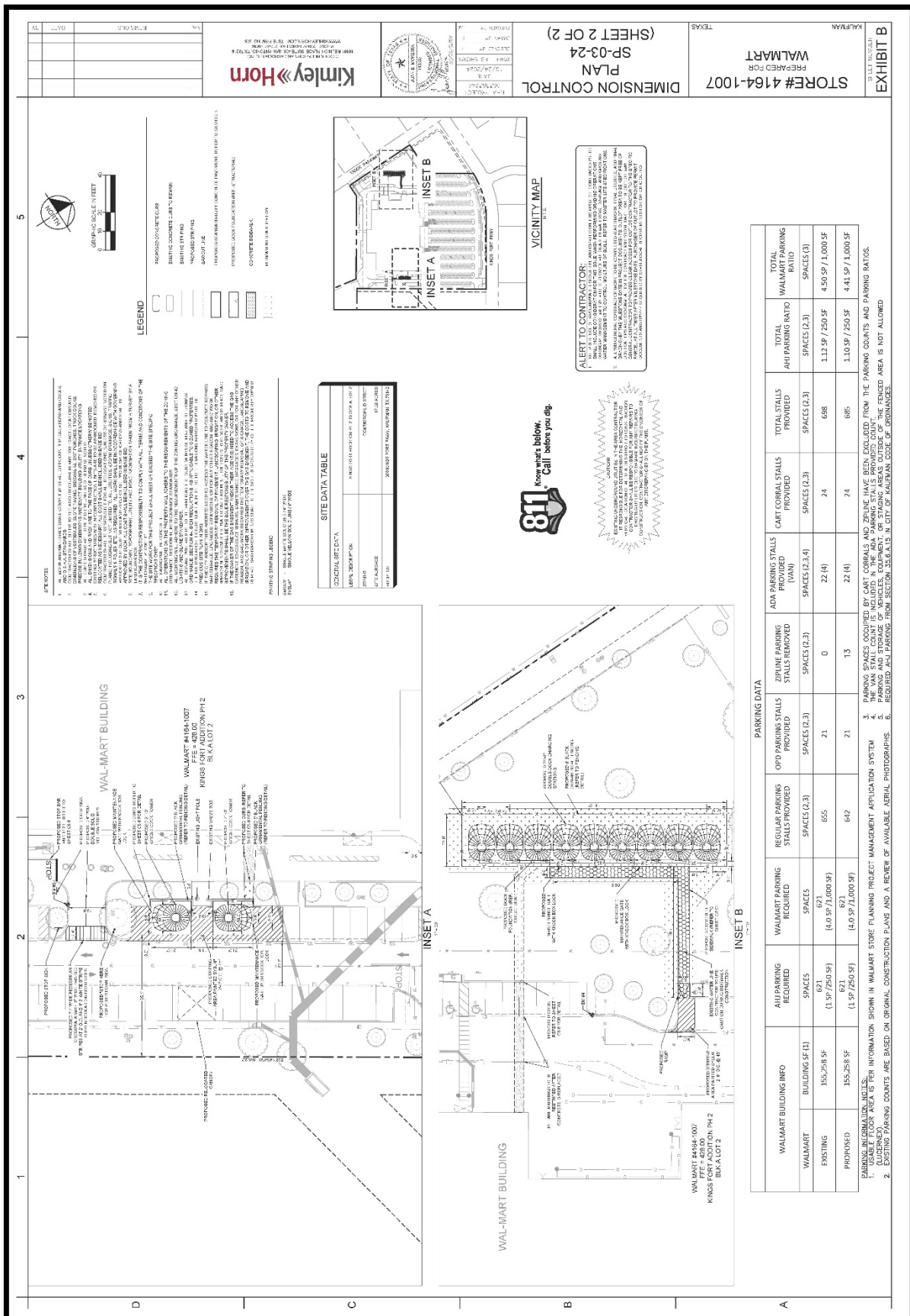


Exhibit C – Landscape Plan

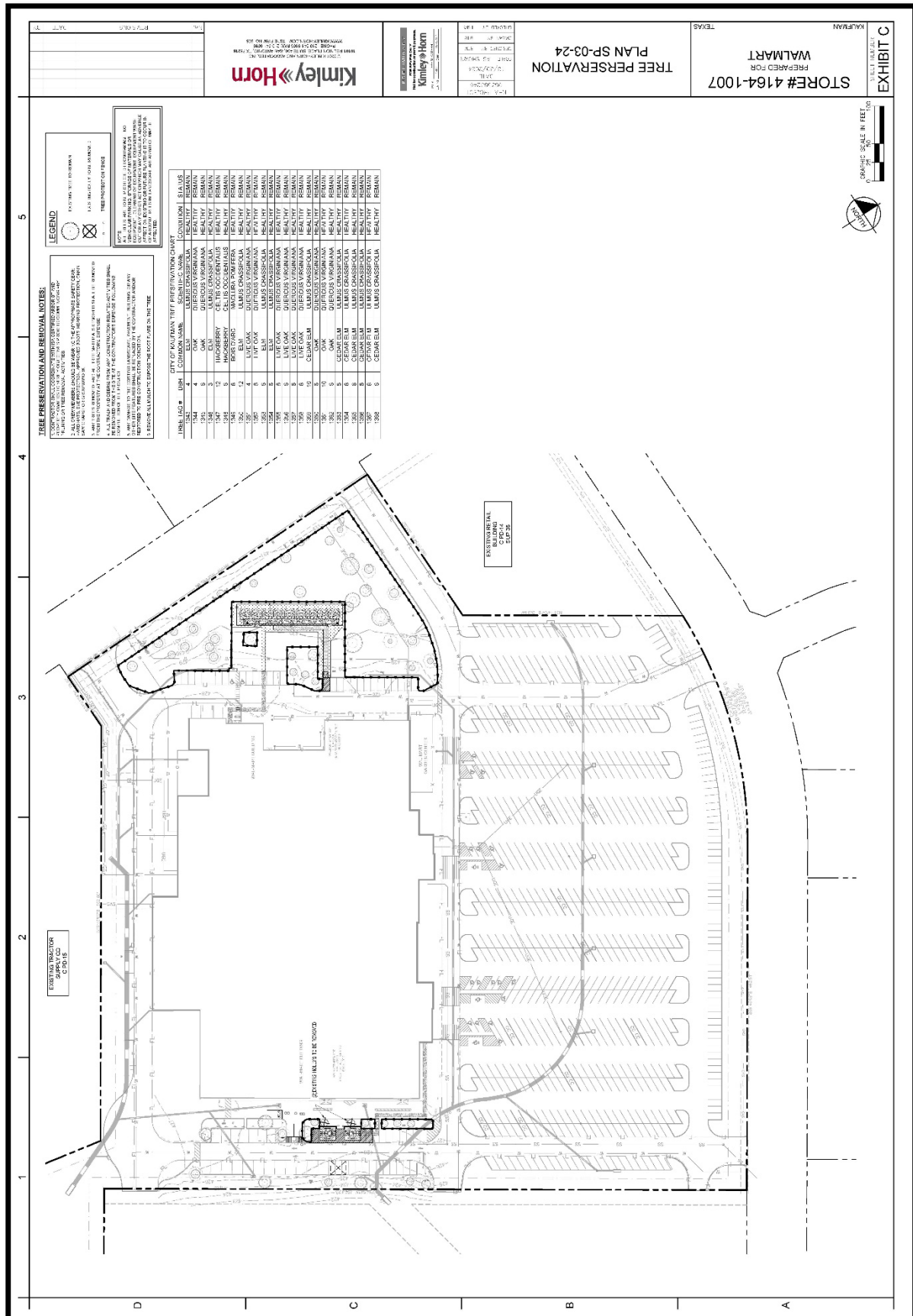


Exhibit C – Landscape Plan

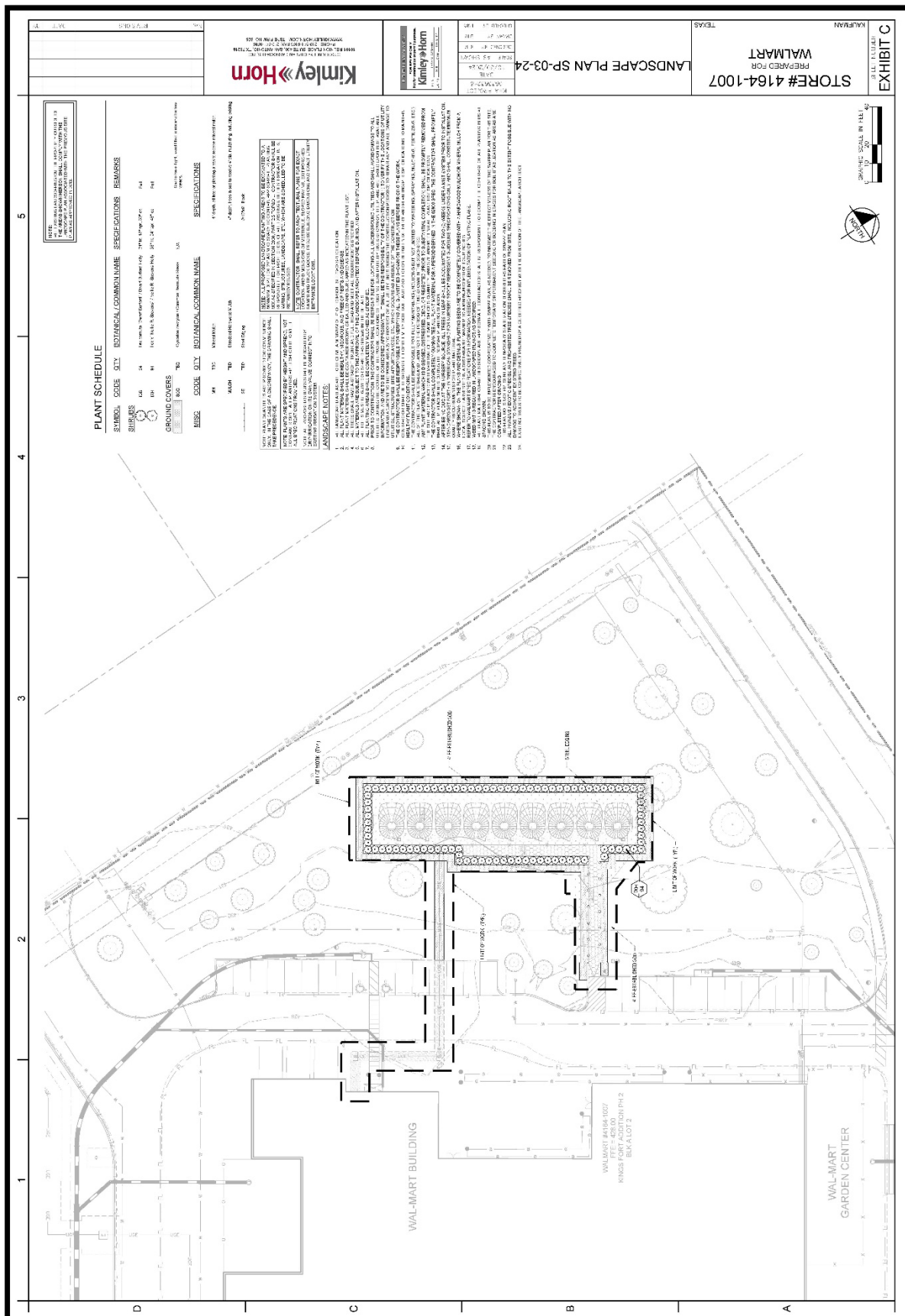
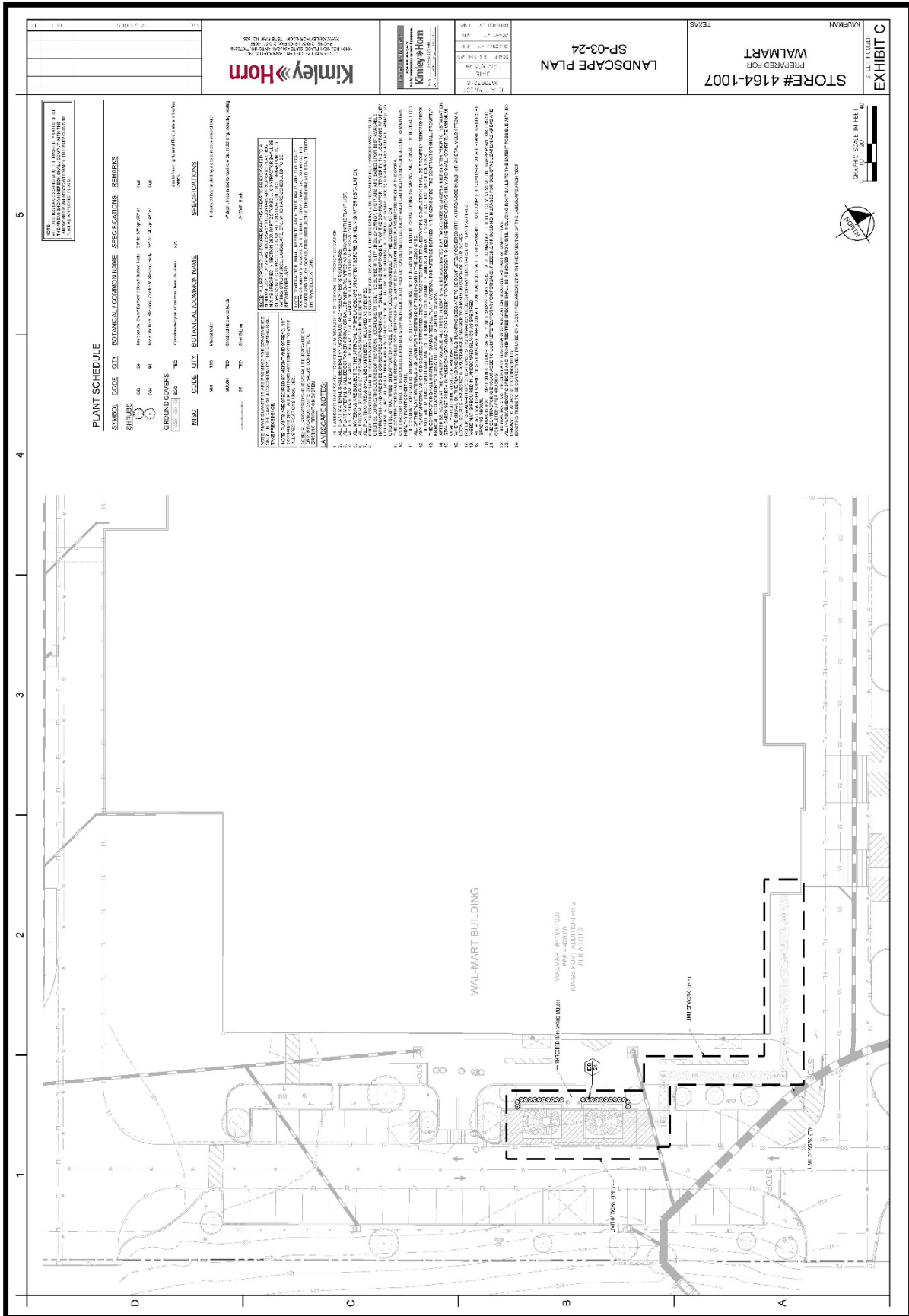
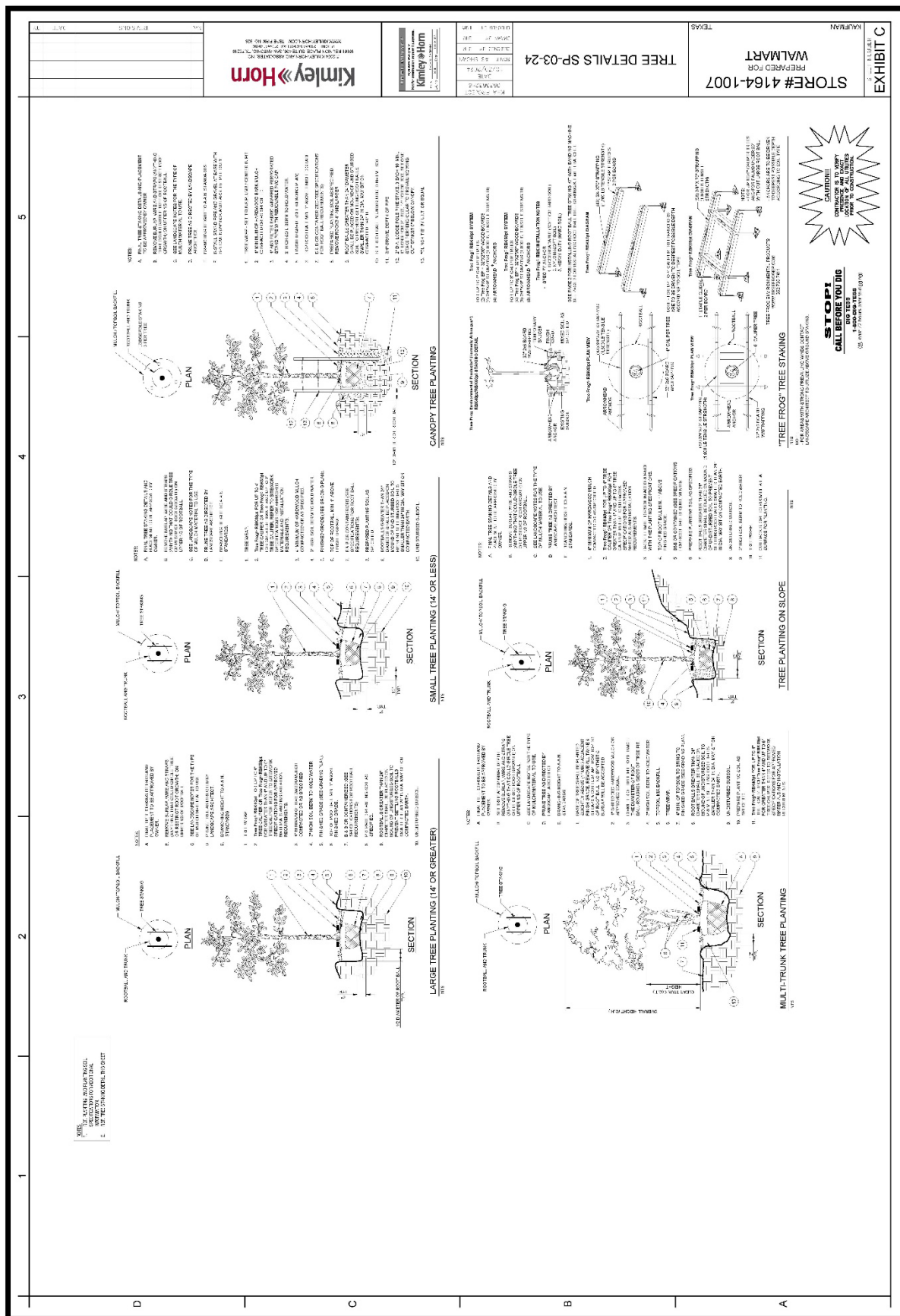


Exhibit C – Landscape Plan





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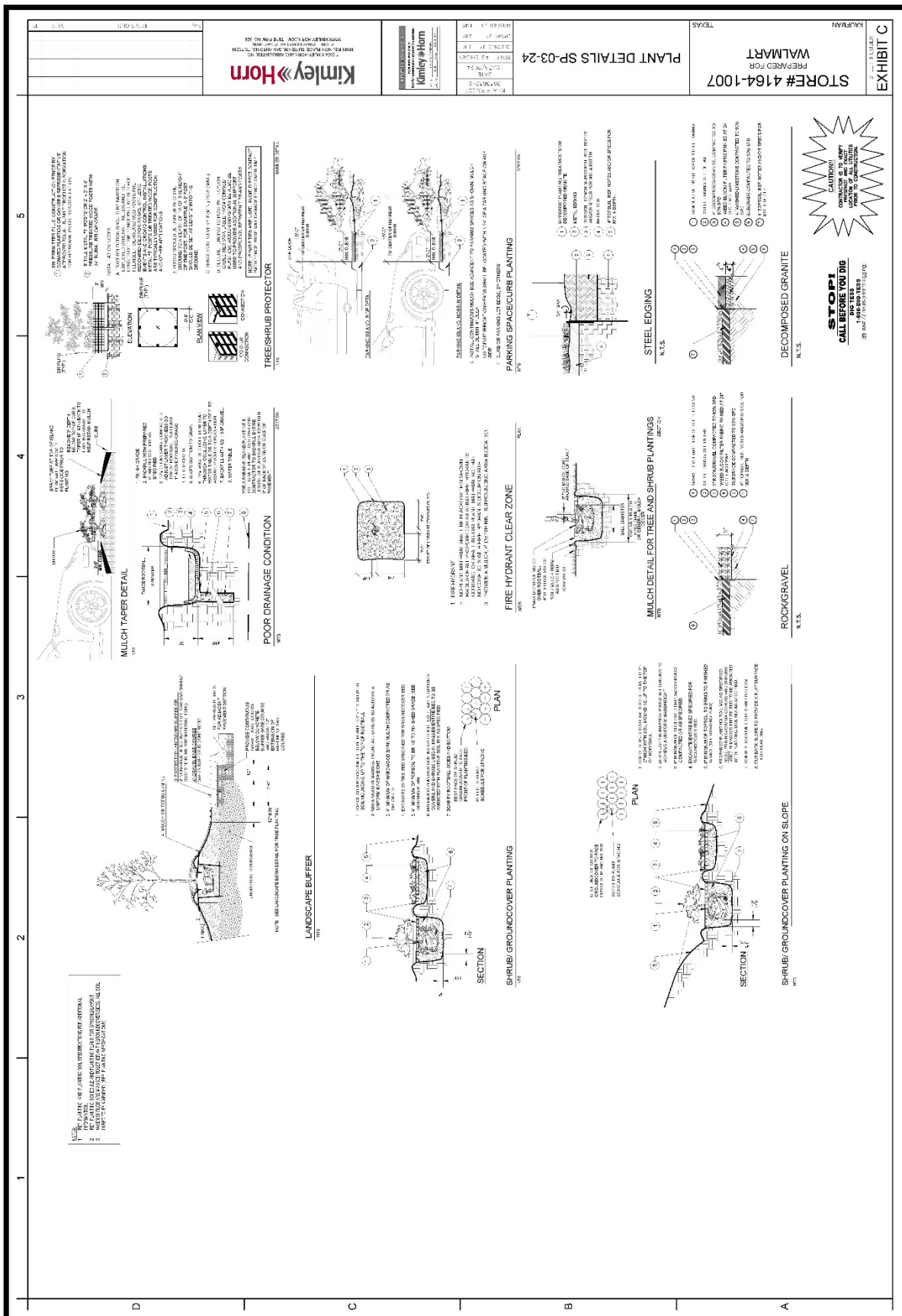


Exhibit D – Fencing Detail

EXHIBIT D – FENCING DETAIL
SP-03-24

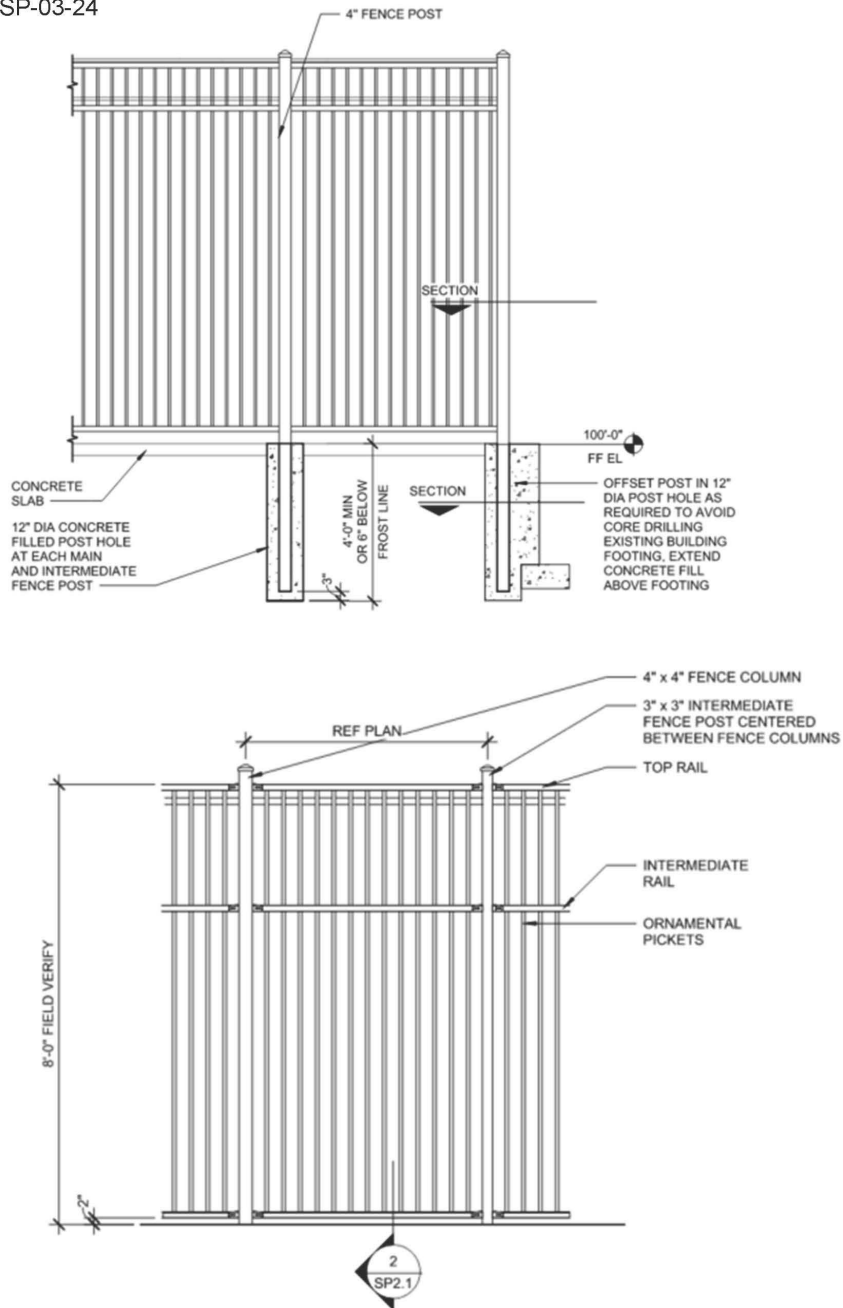
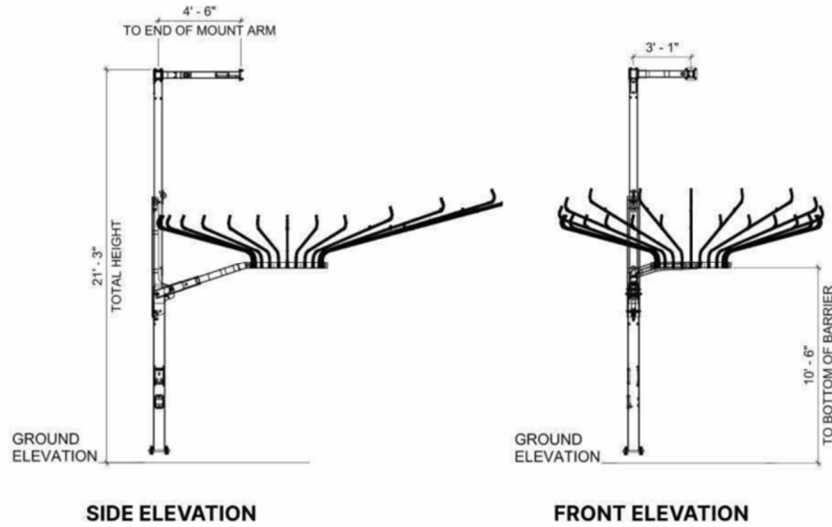
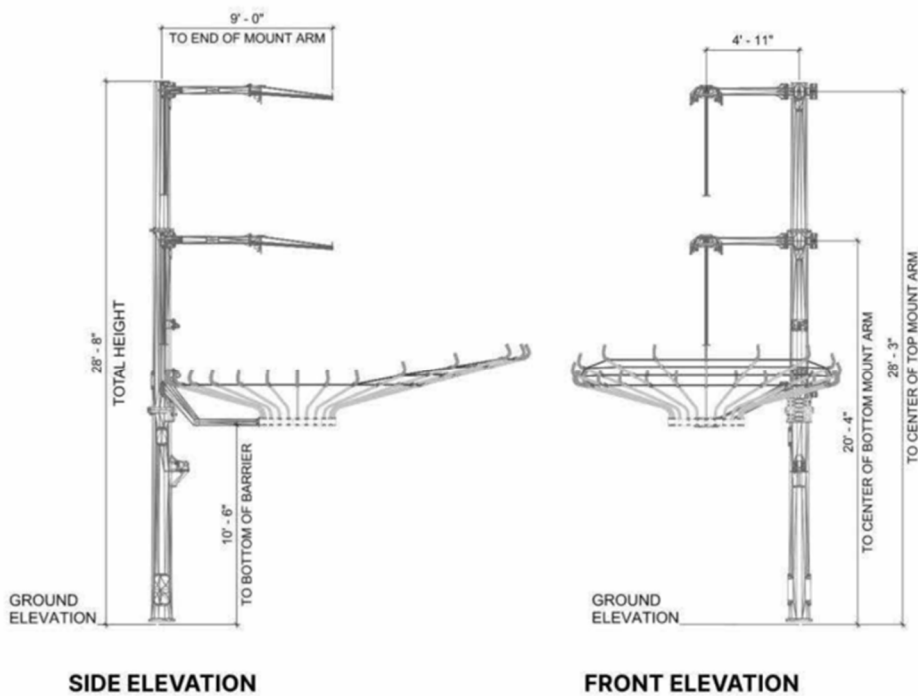


EXHIBIT E – Dock Station Elevations

Single Tower Elevations



Double Tower Elevations





Meeting
Date: 11/25/2024

Date: 11/12/2024

Item #: 15.

Dept.: Development
Services

Action Item

SUBJECT:

Consider and take appropriate action on **The Trails First Amended and Restated Development Agreement** between the City of Kaufman, Texas and Tejas Wycliff Properties, LLC – 2727 Kaufman Series, a Texas limited liability company, GSI Baylor, LLC, a Texas limited liability company, Ezonya Incorporated, a California corporation, and Sam Goldman, for development of an approximate 132.10 acres (Property IDs 2199, 2206, 2207, 187114, 213257, and 213258) situated in the T. Beedy Survey, Abstract No. 21 in the City's Extra-Territorial Jurisdiction (ETJ), Kaufman County, Texas, generally located on the west side of Farm-to-Market Road 2727, approximately 1,200 feet south of County Road 143 and 1,100 feet north of Summerville Drive; and authorizing the Mayor or designee to execute necessary documents.

BACKGROUND:

On April 22, 2024, a Development Agreement was approved between the City and Tejas Wycliff Properties, LLC - 2727 Kaufman Series for the development known as The Trails on 73.09 acres on the west side of FM 2727, approximately 1 mile north of SH 243 adjacent to City Lakes Park. The development was to include 250 residential lots and several acres of open space. Since then, the developer has acquired the adjacent 59.01 acres and is seeking to expand the development onto that tract, for a total of 132.10 acres. As such, the developer is seeking to amend the Development Agreement to include this tract and provide some revisions. The developer has prepared a new concept plan that includes a total of 446 lots and increased open space acreage, amenities, and trails. Like the previous agreement, the developer intends to have water service provided by College Mound Special Utility District, while having the City provide sanitary sewer service. With the acquisition of the 59.01-acre property, the developer is able to provide direct connection to the planned trail system in City Lakes Park and also extend sanitary sewer service without needing to acquire easements across privately-owned land. The developer is requesting to expand Tax Increment Reinvestment Zone No. 4 (TIRZ #4) and Public Improvement District No. 5 (PID #5) to also include the 59.01-acre tract. TIRZ #4 will remain at a rate of 40% of the maintenance and operations portion of property taxes levied and collected on the property. In addition, the requirement for PID bond issuance to occur prior to annexation & zoning has been removed to allow annexation, zoning, and preliminary platting to occur more quickly.

The Development Standards will remain largely the same, with the exception that the developer is proposing lot sizes with a minimum of 6,000 sq. ft. (50'-wide) on the 59.01-acre property and a minimum of 7,200 sq. ft. (60'-wide) on the 73.09-acre tract. At least 50% of the lots will be of the larger size. In addition, the developer is committing to a higher percentage of larger homes. At least 30% of the homes on the 6,000 sq. ft. lots will be 1,800 sq. ft. or larger, while at least 30% of the homes on the 7,200 sq. ft. lots will be 2,000 sq. ft. or larger. The requirements for minimum percentages of front porches, minimum percentages of masonry materials, articulation and decorative elements, anti-monotony provisions, and other enhancements remain. In addition, the internal trail system will be expanded to include the 59.01-acre property and provide for a continuous trail across the back of the property to provide for direct connections to the master trail plan for City Lakes Park. In addition, an amenity center will be provided, which will include a swimming pool,

pickle ball courts, pavilion, restrooms, grilling station, and other elements. An enhanced entryway with median will also be provided to serve as the main entrance to the development, in addition to three other access points on FM 2727. Perimeter landscaping and screening along FM 2727 will be provided. The developer intends to request credit towards park fees for all improvements open to the public, including the open space lots, public trails and associated appurtenances, but not including the amenity center.

Author: Andrew Bogda, Director of Development Services Reviewed: Mike Holder, City Manager

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

Recommendation: Staff recommends approval of the First Amended and Restated Development Agreement between the City of Kaufman, Texas and Tejas Wycliff Properties, LLC – 2727 Kaufman Series, a Texas limited liability company, GSI Baylor, LLC, a Texas limited liability company, Ezonya Incorporated, a California corporation, and Sam Goldman.

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

THE TRAILS FIRST AMENDED AND RESTATED DEVELOPMENT AGREEMENT

This, the Trails First Amended and Restated Development Agreement (this “Agreement”) is entered into by and between Tejas Wycliff Properties, LLC – 2727 Kaufman Series, a Texas limited liability company, GSI Baylor, LLC, a Texas limited liability company, Ezonya Incorporated, a California corporation, and Sam Goldman, an individual, (collectively, the “Developer”) and the City of Kaufman, Texas (the “City”), to be effective on the date upon which the last of all of the Parties has approved and duly executed this Agreement (“Effective Date”).

ARTICLE I **RECITALS**

WHEREAS, certain terms used herein are defined in Article II; and

WHEREAS, the City is a home-rule municipality of the State of Texas located within Kaufman County (the “County”); and

WHEREAS, both Developer entities and the City are sometimes individually referred to as a “Party” and collectively as the “Parties”; and

WHEREAS, on April 22, 2024 the City approved a development agreement with Tejas Wycliff Properties, LLC – 2727 Kaufman Series, a Texas limited liability company for the development of Tract I (as defined below) (the “Original Agreement”); and

WHEREAS, after approval of the Original Agreement by City, Developer purchased additional tract of land comprised of an approximate 59.02 acres of land and more specifically identified and described herein as Tract II; and

WHEREAS, this Agreement amends and restates that previous Original Agreement in order to include Tract II within the Trails Development, while maintaining the vested rights held as a result of the Original Agreement; and

WHEREAS, the Developer is the owner of approximately 132.10 acres of real property, with Tract I being approximately 73.09 acres of real property (“Tract I”) and Tract II being approximately 59.01 acres of real property (“Tract II”), each described by metes and bounds on **Exhibit A** and depicted on **Exhibit B** (both tracts collectively the “Property”); and

WHEREAS, this Agreement shall be effective upon execution by all Parties; and

WHEREAS, the Property is located wholly within the extraterritorial jurisdiction of the City, and the Developer seeks annexation of the Property into the incorporated limits of the City; and

WHEREAS, the Developer will, in accordance to the terms of this Agreement, develop the Property as a residential development, consisting of a planned single family residential community (the “Development”): and

WHEREAS, a concept plan attached hereto as **Exhibit C** (the “Concept Plan”) shall be used for illustrative purposes only, which shall also show the location of trails and amenities, and the development standards set forth in those certain proposed development standards attached hereto as **Exhibit D** (the “Development Standards”) shall control maximum lot number, lot size, and development of the Property; and

WHEREAS, the Development will require the construction of certain infrastructure, including streets and roads, drainage, water, sanitary sewer, and other utility systems; and

WHEREAS, the Parties are authorized to alter existing requirements of the City Regulations (as defined below) for property within the City’s ETJ and have the authority to enter into this Agreement pursuant to Section 212.171 of the Texas Local Government Code; and

WHEREAS, the Parties intend that this Agreement is a development agreement as provided for by state law in Section 212.172, “Development Agreement,” of the Texas Local Government Code; and

WHEREAS, the Developer intends to construct and/or make financial contributions to certain on-site and off-site public improvements to serve the development of the Property (“Authorized Improvements”), which Authorized Improvements are generally identified in **Exhibit E**; and

WHEREAS, this Agreement is intended to establish certain restrictions and expectations regarding the development of the Property, and to provide for the construction and funding of the Authorized Improvements, which provide a special benefit to the Property; and

WHEREAS, the Developer intends to acquire, design, construct and install the Authorized Improvements and to dedicate such Authorized Improvements to the City except for Water Improvements, which will be dedicated to College Mound Special Utility District, for use and maintenance, subject to approval of the plans and inspection of the Authorized Improvements in accordance with this Agreement and the City Regulations except for Water Improvements, which will be regulated by College Mound Special Utility District, and contingent upon the issuance of Bonds for partial or total financing such Authorized Improvements; and

WHEREAS, the Developer and the City estimate that the cost of the Authorized Improvements will not exceed \$30,000,000.00, which represents the maximum amount that will be financed and reimbursed to the Developer; and

WHEREAS, in consideration of the Developer’s agreements contained herein, the City intends to consider alternative financing arrangements that will enable the Developer, in accordance with Chapter 372 of the Texas Local Government Code (the “PID Act”), to: (i) fund a specified portion of the costs of the Authorized Improvements using the proceeds of Bonds issued by the City; or (ii) obtain reimbursement for the specified portion of the costs of the Authorized Improvements, the source of which reimbursement will be installment payments from Assessments within the Property, provided that such reimbursements shall be subordinate to the payment of Bonds and Administrative Costs; and

WHEREAS, the City, subject to the consent and approval of the City Council, and in accordance with the terms of this Agreement and all requirements of applicable laws, intends, to the extent it has not prior to the Effective Date, to: (i) consider and act upon the creation of a PID encompassing the Property, in accordance with the PID Act; (ii) adopt a SAP; and (iii) adopt an Assessment Ordinance to pay for the estimated cost of the Authorized Improvements shown on **Exhibit E** and the costs associated with the administration of the PID; and

WHEREAS, prior to the closing of the first Bond issue the City Council shall have approved and adopted the PID Ordinance, the SAP, and an Assessment Ordinance (collectively, the “PID Documents”); and

WHEREAS, all of the City’s Administrative Expenses associated with the PID will be funded by the annual levy of Assessments on the Property, and the City will not be responsible for payment of such costs; and

WHEREAS, TIRZ #4 was created on July 22, 2024 over the Tract I portion of the Property (“TIRZ #4”); and

WHEREAS, the Parties intend that TIRZ #4 be amended to add Tract II; and

WHEREAS, to the extent funds must be advanced to pay for any costs associated with the creation of the PID Documents and amendment of TIRZ #4 the Developer shall be responsible for advancing such funds, and the City will not be responsible for the payment of such costs; and

WHEREAS, the Developer and City each agree that the City shall provide sewer service to the Property in accordance with the terms of this Agreement; and

WHEREAS, North Kaufman Water Supply Corporation (“North Kaufman”) and College Mound Special Utility District (“College Mound”) each have a certificate of convenience and necessity (“CCN”) for retail water service for a portion of the Property, and no other entity has a CCN for retail water service for any portion of the Property; and

WHEREAS, no entity currently has a CCN for retail sewer service for the Property; and

WHEREAS, it is the intent of the parties that North Kaufman and College Mound come to an agreement to obtain dual certification for retail water service for the Property; and

WHEREAS, it is the intent of the Parties that College Mound serve the Property with retail water services, and the City for retail sewer service; and

WHEREAS, College Mound has provided a will serve letter for the Property; and

WHEREAS, the Parties intend for this Agreement to establish certain restrictions and impose certain commitments in connection with the development of the Property; and

WHEREAS, the Parties intend that the Property will be developed in accordance with an agreed concept plan (“Concept Plan”), as shown on **Exhibit C** including the trail, amenity center, and common area improvements which shall be installed by the Developer; and

WHEREAS, the Developer is responsible for the construction of certain on-site and off-site Authorized Improvements for water and sewer facilities as well as Road Improvements and Drainage Improvements necessary to serve the development of the Property; and

WHEREAS, the Developer is responsible for the construction of certain parkland, trails, an amenity center, and related amenities. The Parties intend that the development of park, recreation, dog park, picnic area, seating areas, and trail system shall be utilized for the determination of a credit against the City’s Parkland Dedication and Park Development Fees to reduce or eliminate those amounts that may otherwise be due pursuant to City ordinance and this Agreement; and

WHEREAS, the managed growth described in this Agreement will drive infrastructure investment and job creation, both of which will, in turn, have a multiplier effect that increases both the City's tax base and utility revenues; and

WHEREAS, the City recognizes that the construction and installation of the Authorized Improvements will: (a) bring a positive impact to the City; (b) promote state and local economic development; (c) stimulate business and commercial activity in the municipality; (d) promote the development and diversification of the economy of the state; (e) promote the development and expansion of commerce in the state; and (f) eliminate some unemployment or underemployment in the state.

WHEREAS, the Parties agree that the Authorized Improvements are also improvements that may qualify as projects under the TIRZ act; and

WHEREAS, the City intends to amend TIRZ #4 ; and

WHEREAS, the City shall create a TIRZ Fund, with a specific account for the purpose of offsetting the PID Assessment as provided in this Agreement; and

WHEREAS, in consideration of the Developer's agreements contained herein, the City intends to exercise its powers under the TIF Act to consider taking action to adopt and approve an amendment to TIRZ #4, the terms of which are consistent with this Agreement; and

WHEREAS, the City shall participate in the TIRZ at a rate of 40% of the maintenance and operations portion of property taxes levied and collected on the Property; and

NOW, THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement, the foregoing Recitals, the Developer's intent to annex the Property into the City limits and the City's intent to create and to consider the issuance of PID bonds to reimburse the Developer for the costs of Authorized Improvements and to consider the use of TIRZ funding to offset the costs of the PID Assessments, and for other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

ARTICLE II **DEFINITIONS**

Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

Administrative Expenses shall include, without limitation, expenses incurred in the establishment, administration, and operation of the PID and TIRZ including, but not limited to, the costs of (i) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, (ii) creating and organizing the PID and TIRZ and preparing the Assessment Roll, (iii) computing, levying, collecting and transmitting the Assessments or the installments thereof, (iv) maintaining the record of installments, payments and reallocations and/or cancellations of the Assessments, (v) investing or depositing the Assessments or other monies, (vi) complying with the PID Act, and (vii) administering the construction of the Public Improvements.

Administrator means an employee or designee of the City who shall have the responsibilities provided in the SAP or any other agreement or document approved by the City related to the duties and responsibilities for the administration of the PID and/or administration of the TIRZ.

Assessments means a special assessment levied by the City within the PID pursuant to Chapter 372, Texas Local Government Code, pursuant to an Assessment Ordinance, to pay for a

specific portion of the Budgeted Cost, which shall be Authorized Improvement Costs in accordance with the terms of this Agreement, including without limitation **Exhibit E** hereto.

Assessment Ordinance means the ordinance approved by the City Council that levies Assessments on the Property in accordance with the PID Act to pay for the costs of the Authorized Improvements set forth in the SAP as well as the costs associated with the issuance of the Bonds, which provide a special benefit to the Property.

Assessed Property means the Property that will be assessed, upon approval of the City Council, in an amount not to exceed the benefit it receives from the construction of the Authorized Improvements.

Assessment Revenues means the monies collected from the Assessments which are payable in periodic installments as provided in the Assessment Ordinance, including interest, expenses or penalties on Assessments, prepayments, foreclosure proceeds, and proceeds from a guarantor, if any, of Assessments.

Assessment Roll(s) means the assessment roll(s) attached to the SAP or any other assessment roll in an amendment or supplement to the SAP or in an annual updated to the SAP, showing the total amount of the Assessment against each parcel assessed under the SAP.

Authorized Improvements means onsite and offsite public water, sewer, drainage, and roadway infrastructure and facilities needed to serve and fully develop the Property and to be constructed by the Developer or by or on behalf of the City, and College Mound for Water Improvements, including the improvements listed in **Exhibit E** and those included in an approved Service and Assessment Plan, and as authorized by Section 372.003 of the PID Act.

Authorized Improvement Costs means the actual costs of design, engineering, construction, acquisition and inspection costs of the Authorized Improvements.

Bond(s) means the assessment revenue bonds issued by the City through the PID to finance the Authorized Improvements that are constructed for the benefit of the PID.

Bond Indenture means a trust indenture by and between the issuer of Bonds and a trustee bank under which Bonds are issued and funds disbursed.

Bond Ordinance means an ordinance adopted by the City Council that authorizes and approves the issuance and sale of Bonds.

Budgeted Cost means with respect to any given Authorized Improvement, the estimated cost of such improvement as set forth in **Exhibit E**.

Building Height means the vertical distance from the average line of the highest and lowest points of the portion of the lot covered by the building to the highest point of coping of a flat roof,

or to the deck line of a mansard roof, or to the average height of the highest gable of a pitched or hipped roof.

City Council means the city council of the City.

City Regulation(s) means any ordinance, rule, regulation, standard, policy, order, guideline or other City-adopted or City-enforced requirement as they presently exist and as they may be amended in the future.

Concept Plan means the concept plan as set forth in **Exhibit C**.

Construction, Funding, and Acquisition Agreement or CFA means a construction, funding, and acquisition agreement between the Developer and the City relating to the Trails Public Improvement District.

Developer means, collectively, Tejas Wycliff Properties, LLC – 2727 Kaufman Series a Texas limited liability company, and GSI Baylor, LLC, a Texas limited liability company, Ezonya Incorporated, a California corporation, Sam Goldman and, collectively, their successors and assigns, responsible for developing the Property in accordance with this Agreement.

Drainage Improvements mean drainage facilities needed to serve the Property and not related or connected to a roadway and to be constructed by the Developer.

Effective Date means the date upon which the last of all of the Parties has approved and duly executed this Agreement.

End Buyer means any developer, homebuilder, builder, tenant, user, or occupant/owner of a Fully Developed and Improved Lot, including without limitation a builder who acquires a lot with the intent to construct a single-family residence on the lot.

Fully Developed and Improved Lot means any lot, regardless of proposed use, which is served by the Authorized Improvements and for which a final plat has been approved by the City and recorded in the real property records of Kaufman County.

HOA means the homeowner's association to be created by the Developer.

Home Buyer Disclosure Program means the disclosure program, administered by the Administrator, as set forth in a document in the form of **Exhibit F**, that establishes a mechanism to disclose to each End Buyer the terms and conditions under which their lot is burdened by the PID.

Impact Fees means as defined in Chapter 395 of the Texas Local Government Code and in effect pursuant to adopted ordinances of the City.

Key Lot means the first lot to the rear of a corner lot, the front line of which key lot is a continuation of the side line of the corner lot and fronting on the street which intersects or intercepts the street upon which the corner lot fronts.

Landowner(s) means the Developer and additional owners of the Property.

Landowner Agreement means an agreement of all of the owners and the Developer of the Property consenting to the form and terms of the PID Documents in a form substantially similar to **Exhibit G**, as approved by the City.

Lot Coverage means the percentage lot area covered by all buildings located thereon, determined by dividing the square footage of the footprint of all buildings and covered structures by the total square footage of the lot.

Minimum Dwelling Size means the total area (square footage) of enclosed, air-conditioned living space (not including a garage, porch, covered patio, etc.)

Notice means any notice required or contemplated by this Agreement (or otherwise given in connection with this Agreement).

PID means a public improvement district created by the City for the benefit of the Property in accordance with Chapter 372 of the Texas Local Government Code, to be known as the Trails Public Improvement District.

PID Ordinance means the ordinance adopted by the City Council creating the PID pursuant to Section 372.010 of the PID Act and approving the advisability of the Authorized Improvements.

Property means the real property described by metes and bounds in **Exhibit A** and depicted on **Exhibit B**.

Public Infrastructure or Public Improvements means sewer, drainage, roadway, and other public infrastructure other than Water Improvement necessary to serve the full development of the Property more particularly described in **Exhibit E** and identified in one or more approved final plats for the Property.

Reimbursement Agreement means an agreement by and between the City and Developer by which the Parties establish the terms by which Developer may obtain reimbursements for PID Projects through the PID Bond Proceeds or Assessments.

Roadway and Drainage Facilities means Drainage Improvements and Roadway Improvements as defined herein.

Roadway Improvements means on-site and off-site roadway and related drainage facilities necessary to serve the full development of the Property more particularly described in **Exhibit E** and identified in one or more approved final plats for the Property.

Service and Assessment Plan or SAP means the PID service and assessment plan adopted by City Council, as may be amended or updated annually, to assess allocated costs of improvements against Property located within the boundaries of the PID, and which has terms, provisions and findings approved and agreed to by the Developer and the City in accordance with the PID Act.

Sewer Improvements or Sewer Facilities means sewer infrastructure necessary to serve the full development of the Property more particularly described in **Exhibit E** and identified in one or more approved final plats for the Property.

TIRZ means Tax Increment Reinvestment Zone #4 created by the City pursuant to the TIRZ Act for the Property on July 22, 2024, and which shall be amended to include Tract II.

TIRZ Act means Chapter 311 of the Texas Tax Code, as amended

TIRZ Documents mean, as it relates to the Property, this Agreement, the City approved TIRZ Project and Finance Plan, and the TIRZ Ordinance, as may be amended.

TIRZ Fund means the fund set up by the City, in order to receive the TIRZ funds in accordance with this Agreement, state law and the TIRZ Documents.

TIRZ Projects mean those projects included in the TIRZ Documents, the same as the Authorized Improvements to be undertaken by the PID as well as TIRZ #4.

Water Improvements mean water infrastructure necessary to serve the full development of the Property more particularly described in **Exhibit E** and identified in one or more approved final plats for the Property.

ARTICLE III **PUBLIC IMPROVEMENT DISTRICT**

3.1 Creation. Developer shall submit a petition to create a PID encompassing the Property in accordance with the terms of this Agreement. The City shall schedule a public hearing to consider the creation of a public improvement district in accordance with the PID Act for the formation of the PID. The PID will be created, at the City's discretion, after the public hearing as required by law.

3.2 Levy of Assessments. The Developer shall request the levy of assessments at its discretion and then the City and the Administrator shall prepare a Service and Assessment Plan (SAP) providing for the levy of the Assessments on the Property. Promptly following preparation

and approval of an SAP acceptable to the City and subject to the City Council making findings that the Authorized Improvements confer a special benefit on the Property, the City Council shall consider an Assessment Ordinance. Concurrently with the Assessment Ordinance, the City shall consider the approval and execution of a CFA and a Reimbursement Agreement. The City shall use its best efforts to initiate and approve all necessary documents and ordinances required to effectuate this Agreement, to create the PID, and to levy the Assessments. The Developer shall develop the Property consistent with the terms of this Agreement. Nothing contained in this Agreement, however, shall be construed as creating a contractual obligation that controls, waives, or supplants the City Council's legislative discretion.

3.3 Acceptance of Assessments and Recordation of Covenants Running with the Land.

Concurrently with the levy of the Assessment, the Developer shall: (i) approve and accept in writing the levy of the Assessment(s) on all land owned or controlled by the Developer; (ii) approve and accept in writing the Home Buyer Disclosure Program; (iii) cause to be recorded against the Property covenants running with the land that will bind any and all current and successor Developer or developers and owners of any of the Property to pay the Assessment and any subsequent Assessments, with applicable interest and penalties thereon, as and when due and payable hereunder and to take their title to their property in the Property subject to and expressly accepting and assuming the terms and provisions of such Assessments and the liens created thereby; and (iv) comply with the Home Buyer Disclosure Program. The City shall not levy Assessments on property within the PID without an executed Landowner Consent from each landowner within the PID whose property is being assessed.

3.4 PID Assessment Amount. The total levy of the PID shall not exceed \$30,000,000.00. The maximum tax rate equivalent for the Assessment plus all other taxing entities at the time of the levy of such Assessment shall not exceed \$3.14 per \$100 assessed value, after applying the offset to the Assessment from the TIRZ increment as detailed in **Section 11.2**, based on the estimated average home value as provided in the SAP approved by the City Council. Such rate limit applies on an aggregate basis for the Property within the PID.

3.5 Transfer of Property. Notwithstanding anything to the contrary contained herein, no sale of property within the PID shall occur prior to the City's levy of Assessments in the PID unless the Developer provides the City with an executed consent to the creation of the PID and the levy of Assessments, in a form acceptable to the City with respect to the purchased property. In addition, evidence of any transfer of Property in the PID prior to the levy of Assessments on such property shall be provided to the City prior to the levy of Assessments on such property. The City

shall require consent of each of the owners of Assessed Property in the PID to the levy of Assessments on each property and to the creation of the PID prior to Assessments being levied on such owner's property. The Developer understands and acknowledges that evidence of land transfer, the execution of the Landowner Consent, appraisal district certificate and property record recording will be required from each Assessed Property Owner in order to levy the Assessments. The Developer shall provide all necessary documentation to the City with respect to any land transfers.

ARTICLE IV **AUTHORIZED IMPROVEMENTS**

4.1 Authorized Improvements. The Budgeted Costs of Authorized Improvements listed on **Exhibit E** are estimates that are subject to change, shall be updated by the Developer and City consistent with the SAP, the PID Act and the TIRZ Act. Final plat(s) for the Property, each required to be approved by the City pursuant to City Regulations, shall reflect the locations, rights-of-way and easements for the Authorized Improvements to be located on the platted Property. The Developer may include an updated **Exhibit C** with each final plat submitted for the Property, which shall be submitted to the City Council for consideration and approval concurrently with the submission of each such final plat. Upon approval by City Council of an updated **Exhibit C**, this Agreement shall be deemed amended to include such approved updated **Exhibit C**. The Authorized Improvement Costs and the timetable for installation of the Authorized Improvements will be reviewed annually by the Parties in an annual update of the SAP adopted and approved by the City.

4.2 Construction, Ownership, and Transfer of Authorized Improvements.

(a) Construction Plans. The Developer shall prepare, or cause to be prepared, plans and specifications for each of the Authorized Improvements (other than Water Improvements) in accordance with City Regulations and have them submitted to the City for approval in accordance therewith. Landscape/hardscape plans shall also be submitted contemporaneously with the construction plans. The Developer shall prepare or caused to be prepared plans and specifications for each of the Water Improvements in accordance with the regulations of College Mound and have them submitted to College Mound for approval in accordance therewith. Additionally, Developer shall provide such documentation of College Mound approval to the City as necessary for City review and approval of any and all plats for the Property.

(b) Contract Award. The contracts for construction of Authorized Improvements shall be let in the name of the Developer. The Developer's engineers shall prepare, or cause the preparation of, and provide all contract specifications and necessary related documents for the Authorized Improvements. The Developer shall administer the contracts. The Budgeted Costs of construction, which are estimated on **Exhibit E**, shall be paid by the Developer, or caused to be paid by the Developer or the Developer's assignee, and reimbursed, in whole or in part, from the proceeds of Bonds in accordance with the Bond Indenture, or reimbursed, in whole or in part, by the collected Assessments levied pursuant to the terms of a reimbursement agreement. Until such Budgeted Costs are paid in full by the City pursuant to the terms of the Construction, Funding, and Acquisition Agreement, any reimbursement agreement, or the Indenture, unpaid monies owed by the City under the Construction, Funding, and Acquisition Agreement, any reimbursement agreement, or the Indenture shall bear interest as described therein.

(c) Construction Standards and Inspection. The Authorized Improvements and all other Public Infrastructure required for the development of the Property will be installed within the public right-of-way or in easements granted to the City, except for Water Improvements, which will be placed in public rights-of-way or easements granted to College Mound. The Authorized Improvements shall be constructed and inspected in accordance with applicable state law, City Regulations, the Bond Ordinance, the Bond Indenture and all other applicable development requirements, except for except for Water Improvements, which shall be constructed and inspected in accordance with applicable state law, the Regulations of College Mound, the Bond Ordinance, the Bond Indenture and all other applicable development requirements.

(d) Competitive Bidding. This Agreement and construction of the Authorized Improvements, including the TIRZ Projects, are anticipated to be exempt from competitive bidding pursuant to Sections 252.022(a)(9) and 252.022(a)(11) of the Texas Local Government Code based upon current cost estimates. However, in the event that the actual costs for the Authorized Improvements do not meet the parameters for exemption from the competitive bid requirement, then either competitive bid or alternative delivery methods may be used by the City, as allowed by law.

(e) Ownership. All of the Authorized Improvements, except for the Water Improvements, shall be owned by the City upon acceptance of them by the City using procedures established by City Regulations. The Developer agrees to take any action reasonably required by the City where applicable to transfer or otherwise dedicate easements for the Authorized Improvements to the City and the public, except for the Water Improvements. Water

Improvements shall be owned by College Mound upon acceptance of them by College Mound using procedures established by the regulations of College Mound. The Developer agrees to take any action reasonably required by College Mound where applicable to transfer or otherwise dedicate easements for the Water Improvements to College Mound and the public in order to comply with platting requirements of the City.

4.3 Operation and Maintenance.

(a) Upon inspection, approval, and acceptance of all of the sewer Authorized Improvements, the City shall maintain and operate the accepted Sewer Improvements and provide sewer service to the Property served by the accepted sewer infrastructure.

(b) Upon inspection, approval, and acceptance of all of the Water Authorized Improvements, College Mound shall maintain and operate the accepted Water Improvements and provide water service to the Property served by the accepted Water Improvements.

(c) Upon inspection, approval, and acceptance of part or all of the roadway or storm water Authorized Improvements, the City shall maintain and operate the accepted roadways and storm water infrastructure.

(d) The Developer will construct and the HOA shall maintain and operate the open spaces, common areas, right-of-way irrigation systems, right-of-way landscaping, screening walls, drainage areas, detention and retention areas and any other common improvements or appurtenances not maintained and operated by the City.

ARTICLE V **ADDITIONAL DEVELOPER OBLIGATIONS**

5.1 Mandatory Homeowners Association. The Developer will create a mandatory HOA, which HOA shall be required to levy and collect from homeowners' annual fees in an amount calculated to maintain the amenities, open spaces, common areas, right-of-way irrigation systems, raised medians and other right-of-way landscaping, detention areas, drainage areas and screening walls within the PID. Common areas, including but not limited to all landscaped entrances to the Property and right-of-way, shall be maintained solely by the HOA. In the event of maintenance of public rights-of-way by the HOA, said maintenance shall comply with City Regulations and shall be subject to oversight by the City. Additionally, in such event, the Parties

shall cooperate with each other to execute documents necessary to give the HOA permission to maintain and operate facilities on City-owned property.

ARTICLE VI **PID BONDS**

6.1 City Bond Issuance.

(a) The City intends to issue Bonds, in one or more series, solely for the purposes of financing the costs of the Authorized Improvements and related costs (including Administrative Expenses) and paying issuance costs and the cost of funding all reserves, accounts, and funds required by the applicable Bond Ordinance (including a capitalized interest account, a debt service reserve fund, and the project fund). The City and the Developer have determined and hereby agree that the estimated maximum aggregate principal amount of Bonds will not exceed \$30,000,000.00. The City staff will, from time to time, submit to the City Council agenda items to approve the issuance of Bonds by the City (in one issue or in a series of issues over the years) in an amount up to, but not to exceed, the estimated maximum aggregate principal Bond amount of \$30,000,000.00. Notwithstanding the foregoing, the City's obligation to approve the issuance of Bonds is subject to the City's review and confirmation that the Assessments are reasonable relative to the market as determined by the City Council.

(b) The issuance of Bonds is at the sole discretion of the City and subject to the following conditions: (i) for the Bonds issued for development of phase 1 and subsequent phases for direct improvements, a minimum value to lien ratio of at least 2:1 based on the anticipated final build-out lot values as provided in a third-party appraisal; (ii) for the major improvement area Bonds, a minimum value to lien of at least 3:1 based on the values as provided in a third-party appraisal; and (iii) the term of any Bonds will be a maximum of thirty (30) years from the date of any such Bonds. Additionally, prior to City's consideration of the issuance of PID bonds, the following conditions shall have been met (i) the Developer has created the Home Buyer Disclosure Program in the form as attached in **Exhibit F**, and provided a copy of the program to the City Manager; (ii) all owners of the Property shall have executed a Landowner Agreement in the form attached in **Exhibit G**; and (iii) the Developer shall have delivered a fully executed copy of Landowner Agreement(s) to the City Manager; and (iv) no Event of Default by the Developer has occurred or no event has occurred which but for notice, the lapse of time or both, would constitute an Event of Default by the Developer pursuant to this Agreement. The conditions listed in this

subsection shall not restrict the amount of assessments being levied and is solely intended to be a restriction of the issuance of Bonds.

(c) In no event shall the Developer be paid and/or reimbursed for all Authorized Improvement Costs in an amount in excess of the Authorized Improvement Costs.

6.2 Non-Bank Qualified Debt.

(a) In any calendar year in which PID Bonds are issued, the Developer agrees to pay the City additional costs occurring solely from the difference in interest cost (“Additional Costs”) the City may incur in the issuance of City obligations (the “City Obligations”) as described in this Section if the City Obligations are deemed not to qualify for the designation of “qualified tax-exempt obligations” (“QTEO”) as defined in section 265(b)(3) of the Internal Revenue Code of 1986, as amended, as a result of the issuance of PID Bonds by the City in any given year. The City agrees to deposit all funds for the payment of such Additional Costs received under this Section into a segregated account of the City, and such funds shall remain separate and apart from all other funds and accounts of the City until December 31 of the calendar year in which the PID Bonds are issued, at which time the City is authorized to utilize such funds for any purpose permitted by law. Additionally, the City will provide the Developer on an annual basis no later than December 15th each year the projected amount of City Obligations to be issued in the upcoming year based on its annual budget process.

(b) In the event the City issues PID Bonds prior to the issuance of City Obligations, the City, with assistance from its Financial Advisor, shall calculate the estimated Additional Costs based on the market conditions as they exist approximately forty-five (45) days prior using independent third party public pricing information to the date of the pricing of the PID Bonds (the “Estimated Additional Costs”), the City shall provide a written invoice to the Developer, and the Developer shall have ten (10) days to review and provide input on the calculation to the City. The Developer shall pay such Estimated Additional Costs to the City on or before the earlier of (i) ten (10) business days after the date of the City’s invoice or (ii) fifteen (15) business days prior to pricing the PID Bonds. The City shall not be required to price or sell any issue of PID Bonds until the Developer has paid to the City the Estimated Additional Costs related to the PID Bonds then being issued. The Estimated Additional Costs are an estimate of the increased cost to the City to issue its City Obligations as non-QTEO. Upon the City’s approval of the City Obligations, the City’s Financial Advisor shall calculate the actual Additional Costs to the City of issuing its City Obligations as non-QTEO (the “Actual Increased Costs”). The City

will, within five (5) business days of the issuance of the City Obligations, notify the Developer of the Actual Increased Costs. In the event the Actual Increased Costs are less than the Estimated Additional Costs, the City will refund to the Developer the difference between the Actual Increased Costs and the Estimated Additional Costs within ten (10) business days of the date of the City's Notice to the Developer of the Actual Increased Costs. If the Actual Increased Costs are more than the Estimated Additional Costs, the Developer will pay to the City the difference between the Actual Increased Costs and the Estimated Additional Costs within ten (10) business days of the date of the City's Notice to the Developer of the Actual Increased Costs. If the Developer does not pay the City the difference between the Actual Increased Costs and the Estimated Additional Costs within ten (10) business days of the date of the City's Notice to the Developer of the Actual Increased Costs, the Developer shall not be paid any reimbursement amounts under any Reimbursement Agreement(s) related to the PID or the Project until such payment is made in full.

(c) In the event the City issues City Obligations prior to the issuance of PID Bonds, the City's Financial Advisor shall calculate the estimated Additional Costs based on the market conditions as they exist approximately forty-five (45) days prior to the date of the pricing using independent third party public pricing information of the City Obligations (the "Estimated Additional City Obligation Costs"), the City shall provide a written invoice to the Developer, and the Developer shall have 10 days to review and provide input on the calculation to the City. The Developer shall pay such Estimated Additional City Obligation Costs to the City at least fifteen (15) days prior to pricing the City Obligations. If the Developer has not paid the Estimated Additional City Obligation Costs to the City by the required time, the City, at its option, may elect to designate such City Obligations as QTEO, and the City shall not be required to issue any PID Bonds in such calendar year. The Estimated Additional City Obligation Costs are an estimate of the increased cost to the City to issue its City Obligations as non-QTEO. Upon the City's approval of the City Obligations, the City's Financial Advisor shall calculate the actual Additional Costs to the City of issuing its City Obligations as non-QTEO (the "Actual Increased City Obligation Costs"). The City will, within five (5) business days of the issuance of the City Obligations, notify the Developer of the Actual Increased City Obligation Costs. In the event the Actual Increased City Obligation Costs are less than the Estimated Additional City Obligation Costs, the City will refund to the Developer the difference between the Actual Increased City Obligation Costs and the Estimated Additional City Obligation Costs within ten (10) business days of the date of the City's Notice to the Developer of the Actual Increased City Obligation Costs. If the Actual Increased City Obligation Costs are more than the Estimated Additional City Obligation Costs, the

Developer will pay to the City the difference between the Actual Increased City Obligation Costs and the Estimated Additional City Obligation Costs within ten (10) business days of the date of the City's Notice to the Developer of the Actual Increased City Obligation Costs. If the Developer does not pay the City the difference between the Actual Increased City Obligation Costs and the Estimated Additional City Obligation Costs within ten (10) business days of the date of the City's Notice to the Developer of the Actual Increased City Obligation Costs, the Developer shall not be paid any reimbursement amounts under any Reimbursement Agreement(s) related to the PID or the Project until such payment is made in full.

(d) To the extent any developer(s) or the Developer(s) (including the Developer, as applicable) has (have) paid Additional Costs for any particular calendar year, any such Additional Costs paid subsequently by a developer or Developer(s) (including the Developer, as applicable) to the City applicable to the same calendar year shall be reimbursed by the City to the developer(s) or Developer(s) (including the Developer, as applicable) as necessary so as to put all developers and the Developer so paying for the same calendar year in the proportion set forth in subsection (e), below, said reimbursement to be made by the City within ten (10) business days after its receipt of such subsequent payments of such Additional Costs.

(e) The City shall charge Additional Costs attributable to any other developer or the Developer on whose behalf the City has issued debt in the same manner as described in this Section 6.2, and the Developer shall only be liable for its portion of the Additional Costs under this provision, and if any Additional Costs in excess of the Developer's portion had already been paid to the City under this provision, then such excess of Additional Costs shall be reimbursed to the Developer. The portion owed by the Developer shall be determined by dividing the total bond proceeds from any debt issued on behalf of the Developer in such calendar year by the total bond proceeds from any debt issued by [REDACTED]

ARTICLE VII

INSPECTION AND PERMITTING

The City shall inspect or cause to be inspected, as required by City Regulations, the construction of all structures, Authorized Improvements, and any infrastructure improvements, (except for Water Improvements, which shall be constructed and inspected in accordance with applicable state law, the Regulations of College Mound, the Bond Ordinance, the Bond Indenture, and all other applicable development requirements), necessary to support the proposed development within the Property, including sanitary sewer, drainage, streets, park facilities,

electrical, and streetlights and signs. Developer shall be required to execute City's (or College Mound's in the case of Water Improvements) standard Facilities/Subdivider's Agreement, provide insurance and bonds and pay all applicable fees, including without limitation the City's Public Infrastructure inspection fees (or College Mound's in the case of Water Improvements). The City's inspections shall not release the Developer from its responsibility to construct, or ensure the construction of, adequate Authorized Improvements and infrastructure in accordance with approved engineering plans, construction plans, and other approved plans related to development of the Property. The City shall be the beneficiary of the required two-year maintenance bond the Developer shall provide for all Authorized Improvements except for Water Improvements. College Mound shall be the beneficiary for any required maintenance bonds the developer shall provide for Water Improvements.

If the City finds that Public Improvements have been completed in accordance with the final plats and specifications approved by the City, and College Mound provides written documentation that the Water Improvements have been completed in accordance with applicable specifications (or any modifications thereof approved by the City or College Mound, as applicable), and in accordance with all other applicable laws and City Regulations or regulations of College Mound, as applicable, the City or College Mound, as applicable shall accept the same whereupon ownership of such improvements shall be transferred to the City or College Mound, as applicable, and be operated and maintained by the City or College Mound, as applicable, at its sole expense. The requirement for acceptance does not apply to privately owned recreational facilities and landscaping improvements that will be maintained by the HOA.

ARTICLE VIII

PAYMENT OF AUTHORIZED IMPROVEMENTS

8.1 Improvement Account of the Project Fund. On the date of issuance of any Bonds, the City shall cause to be established an account where the monies obtained from the issuance of bonds, and which monies have not paid issuance costs and administrative expenses (the "Improvement Account of the Project Fund") shall be deposited in accordance with the applicable Bond Indenture. Any Improvement Account of the Project Fund shall be maintained as provided in the Bond Indenture and shall not be commingled with any other funds of the City. Any Improvement Account of the Project Fund shall be administered and controlled (including signatory authority) by the City and funds in the Improvement Account of the Project Fund shall be deposited and disbursed in accordance with the terms of the Bond Indenture. In the event of

any conflict between the terms of this Agreement and the terms of the Bond Indenture relative to deposit and/or disbursement, the terms of the Bond Indenture shall control.

8.2 Cost Overrun. In advance of letting a contract for the Authorized Improvements, the City may confirm that the cost for construction of such Authorized Improvements is generally consistent with the estimated cost provided on Exhibit E, as amended from time to time in accordance with Section 4.1. If the total cost of the Authorized Improvements in the aggregate exceeds the total amount of monies on deposit in the Improvement Account of the Project Fund (a “Cost Overrun”), the Developer shall be solely responsible for the remainder of the costs of the Authorized Improvements, except as provided for in Section 8.3 below.

8.3 Cost Underrun. Upon the final acceptance by the City or College Mound, as applicable, of an Authorized Improvement (or each segment or a portion thereof) and payment of all outstanding invoices by the Developer for such Authorized Improvement (or each segment or a portion thereof), if the Actual Cost of such Authorized Improvement is less than the Budgeted Cost (a “Cost Underrun”), any remaining Budgeted Cost will be available to pay Cost Overruns on any other Authorized Improvement.

8.4 Remainder of Funds in the Improvement Account of the Project Fund. If funds remain in the Improvement Account of the Project Fund created under the Bond Indenture after the completion of all Authorized Improvements and the payment of all Authorized Improvement Costs as provided for in a Reimbursement Agreement or the Bond Indenture, then such funds shall be used to redeem the Bonds as provided for in the Bond Indenture.

ARTICLE IX **DEVELOPMENT**

9.1 Full Compliance with City Standards.

(a) Development of the Property shall be subject to the City’s Regulations and shall be consistent with the zoning of the Property, except to the extent that the Development Standards specified in Exhibit D differ from City Regulations and approved zoning for the Property, the Development Regulations and Concept Plan shall control.

(b) Any revision to the Concept Plan, if approved by the City, shall be considered an amendment to Exhibit C to this Agreement, and shall replace the attached Concept Plan and become a part of this Agreement.

9.2 Trail System. The Developer shall install a trail system in accordance with Exhibit C, a copy of which is attached hereto and incorporated herein. The trail system shall

include benches, dog stations, trash cans, and related amenities in accordance with Exhibit C. The Homeowners Association shall maintain the trail system and all infrastructure of the trail system upon Developer's completion. Trail sections or segments located alongside residential lots and not wholly located within open space lots shall be constructed as the homes adjacent to the trail sections or segments are constructed for each phase of development.

9.3 Amenity Center. The Developer shall install an amenity center, which shall include two (2) pickleball courts (or other sport courts), a swimming pool, restrooms, a pavilion, and an outdoor cooking space ("Amenity Center"), as shown on the Concept Plan. Construction on the Amenity Center shall begin prior to the issuance of the 121st building permit for a single family home, and shall continue until completion.

9.4 Replat. The Developer may submit a replat for all or any portion of the Property. Any replat shall be in general conformance with the Concept Plan. Approval of the replat shall be governed by the City Regulations and state law.

9.5 Vested Rights. This Agreement shall constitute a "permit" (as defined in Chapter 245 of the Texas Local Government Code) that is deemed filed with the City on the Effective Date.

9.6 Property Acquisition. The Parties acknowledge that the Developer is responsible for the acquisition of certain off-site property rights and interests to allow certain public infrastructure to be constructed to serve the Property. Developer shall use commercially reasonable efforts to obtain all third-party rights-of-way, consents, or easements, if any, needed to construct the off-site improvements. If, however, Developer is unable to obtain such third-party rights-of-way, consents, or easements (the "Third Party Interests") within ninety (90) days of commencing reasonable and continuous efforts to obtain the needed rights-of-way, consents, or easements, and subject to City Council authorization after a finding of public necessity and determination that the acquisition of such Third Party Interests is necessary for the operation of the Sewer Improvements, then the City agrees to consider the use of the City's power of eminent domain; such consideration and determination to use eminent domain shall be in the sole discretion of City. In the event of City approval, Developer shall fund all reasonable and necessary legal proceeding/litigation costs, compensation awards by courts or negotiated amounts for the condemned property interest, attorneys' fees, appraiser and expert witness fees, interest, court costs, mediation fees, deposition costs, copy charges, courier fees, postage and taxable court costs (collectively, "Eminent Domain Fees") paid or incurred by the City in the exercise of its eminent domain powers and shall escrow with a mutually agreed upon escrow agent the City's reasonably estimated Eminent Domain Fees

both in advance of the initiations of each eminent domain proceeding and as funds are needed by the City to obtain the necessary Third Party Interests for the Sewer Improvements. If the escrow fund remains appropriately funded in accordance with this Agreement, the City will use all reasonable efforts to expedite such condemnation procedures so that the Authorized Improvements can be constructed as soon as reasonably practicable. If the City's Eminent Domain Fees exceed the amount of funds escrowed in accordance with this paragraph, Developer shall deposit additional funds as requested by the City into the escrow account within 10 days after written Notice from the City. City is not required to continue pursuing the eminent domain unless and until the Developer deposits additional Eminent Domain Fees with the City. Any unused escrow funds will be refunded to Developer within 30 days after any condemnation award or settlement becomes final and non-appealable. It is the intent of the Parties that Developer shall pay one-hundred percent (100%) of the Eminent Domain Fees expended by City for the acquisition of Third Party Interests for which City performs under this Section. Nothing in this subsection is intended to constitute a delegation of the police powers or governmental authority of the City, and the City reserves the right, at all times, to control its proceedings in eminent domain. To the extent Eminent Domain Fees are paid by the Developer, Developer may seek reimbursement of any or all of the Eminent Domain Fees from Bonds, or if Bonds are not issued, Assessments.

9.7 Zoning of Property. Through this Agreement, the Developer expressly consents and agrees to the zoning of the Property consistent with and as contemplated by this Agreement. Developer shall submit an application for zoning contemporaneously with the petition for annexation of the Property and shall pay all applicable City fees for processing of its zoning application.

9.8 Conflicts. In the event of any conflict between this Agreement and any City Regulation, this Agreement, including any exhibit or attachment, shall control.

ARTICLE X

DEVELOPMENT PROCESS AND CHARGES

10.1 Development, Review, and Inspection Fees. Development of any portion of the Property shall be subject to Developer's payment to the City or College Mound, as applicable, of the applicable fees according to the City Regulations, including without limitation fees relating to platting, zoning requests, inspections, plan review, and any other charges and fees not expressly exempted or altered by the terms of this Agreement.

10.2 Credit Regarding Park Fees. At its sole cost and expense, Developer shall construct a hike and bike trail, associated improvements along the trail, and amenities at a trail head on an open space lot in the rear of the development, which are shown on the Concept Plan (“Exhibit C”) and described in more detail in the Development Standards (“Exhibit D”). The Developer shall also provide for open space as a part of the Project. The Developer shall receive a credit for these items, which credit shall go towards its payment of Parkland Dedication and Park Improvement Fees. To receive credits, the improvements and the proposed credits for the improvements are subject to the review of the Parks and Recreation Board and the approval of City Council. In addition, the cost of these improvements shall be documented in a Facilities Agreement to be approved by the City. The Developer shall pay any difference in the amounts due, if any.

10.3 Impact Fees. Impact Fees shall be paid by the applicant (the builders) for a building permit at the time of building permit issuance.

10.4 All Public Infrastructure except for Water Improvements. All Public Infrastructure (except for Water Improvements) shall be designed, constructed, and installed in compliance with the City Regulations in effect on the Effective Date. Construction and/or installation of Public Infrastructure (except for Water Improvements) shall not begin until complete and accurate plans and specifications have been approved by the City. Each of such contracts shall require a two-year maintenance bond following completion, which bond shall run in favor of the Party responsible for maintenance of the completed Public Infrastructure. The Public Infrastructure will be installed within the public right-of-way or in easements granted to the City.

10.5 Water Improvements. All Water Improvements shall be designed, constructed and installed in compliance with College Mound’s Regulations in effect on the Effective Date. Construction and/or installation of Water Improvements shall not begin until complete and accurate plans and specifications have been approved by College Mound. Each of such contracts shall require a two-year maintenance bond following completion, which bond shall run in favor of the Party responsible for maintenance of the completed Water Improvements. The Water Improvements will be installed within the public right-of-way or in easements granted to College Mound.

10.6 Tree Preservation. In lieu of the City’s tree mitigation and preservation requirements, Developer will preserve all trees on the open space/common area lots identified on an exhibit to be submitted with the preliminary plat application. Each home builder on the Property shall plant trees in accordance with the requirements identified in the Development Standards attached as Exhibit D to this Agreement and incorporated herein. In addition, Developer shall plant

a combination of canopy trees, ornamental trees, grasses, and shrubs in accordance with the attached Development Standards. The final distribution of landscaping along the perimeter thoroughfares, at entryways, and in the open space lots will be determined during the construction plan review process prior to the final platting of each phase.

10.7 INDEMNIFICATION AND HOLD HARMLESS. THE Developer AND ITS SUCCESSORS AND ASSIGNS shall RELEASE, DEFEND, indemnify and hold harmless the City, Its officials, employees, officers, representatives and agents (each an “Indemnified Party”), from and against all actions, damages, claims, losses or expense of every type and description to which they may be subjected or put: (i) by reason of, or resulting from the breach of any provision of this Agreement by the Developer; (ii) the negligent design, engineering and/or construction by the Developer or any architect, engineer or contractor hired by the Developer of any of the PUBLIC IMPROVEMENTS acquired from the Developer hereunder; (iii) the Developer’s nonpayment under contracts between the Developer and its consultants, engineers, advisors, contractors, subcontractors and suppliers in the provision of the PUBLIC IMPROVEMENTS; (iv) any claims of persons employed by the Developer or its agents to construct the PUBLIC IMPROVEMENTS; or (v) any claims and suits of third parties, including but not limited to developer's respective partners, officers, directors, employees, representatives, agents, successors, assignees, vendors, grantees, and/or trustees, regarding or related to the PUBLIC IMPROVEMENTS or any agreement or responsibility regarding the PUBLIC IMPROVEMENTS, INCLUDING CLAIMS AND CAUSES OF ACTION WHICH MAY ARISE OUT OF THE PARTIAL NEGLIGENCE OF an indemnified party (the “CLAIMS”). Notwithstanding the foregoing, no indemnification is given to any one or more of the indemnified parties hereunder for any action, damage, claim, loss or expense determined by a court of competent jurisdiction to be directly attributable to the willful misconduct OR SOLE NEGLIGENCE of such Indemnified Party. IF THE CITY INCURS CLAIMS THAT ARE CAUSED BY THE CONCURRENT NEGLIGENCE OF THE DEVELOPER AND THE CITY, THE DEVELOPER’S INDEMNITY OBLIGATION WILL BE LIMITED TO A FRACTION OF THE TOTAL CLAIMS EQUIVALENT TO THE DEVELOPER’S OWN PERCENTAGE OF RESPONSIBILITY. THE DEVELOPER, INCLUDING ITS RESPECTIVE SUCCESSORS AND ASSIGNS, FURTHER COVENANTS AND AGREES TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY, THE CITY AGAINST ANY AND ALL CLAIMS BY ANY PERSON CLAIMING AN OWNERSHIP INTEREST IN THE PROPERTY PRIOR TO THE

EFFECTIVE DATE WHO HAS NOT SIGNED THIS AGREEMENT IF SUCH CLAIMS RELATE IN ANY MANNER OR ARISE IN CONNECTION WITH: (1) THE CITY'S RELIANCE UPON THE DEVELOPER'S REPRESENTATIONS IN THIS AGREEMENT; (2) THIS AGREEMENT OR OWNERSHIP OF THE PROPERTY; OR (3) THE CITY'S APPROVAL OF ANY TYPE OF DEVELOPMENT APPLICATION OR SUBMISSION WITH RESPECT TO THE PROPERTY. Developer is expressly required to defend City against all such Claims, and City is required to reasonably cooperate and assist Developer in providing such defense.

In ITS reasonable discretion, City shall have the right to approve or select defense counsel to be retained by Developer in fulfilling its obligations hereunder to defend and indemnify the indemnified parties, unless such right is expressly waived by City in writing. The Indemnified Parties reserve the right to provide a portion or all of their/its own defense, at their/its sole cost; however, Indemnified Parties are under no obligation to do so. Any such action by an Indemnified Party is not to be construed as a waiver of Developer's obligation to defend Indemnified Parties or as a waiver of Developer's obligation to indemnify Indemnified Parties pursuant to this Agreement. Developer shall retain City-approved defense counsel within seven business days of written notice from an Indemnified Party that it is invoking its right to indemnification under this Agreement. If Developer fails to retain counsel within such time period, Indemnified Parties shall have the right to retain defense counsel on THEIR own behalf, and Developer shall be jointly and severally liable for all reasonable costs incurred by Indemnified Parties.

This Section shall survive the termination of this Agreement.

THE PARTIES AGREE AND STIPULATE THAT THIS INDEMNIFICATION COMPLIES WITH THE CONSPICUOUSNESS REQUIREMENT AND THE EXPRESS NEGLIGENCE TEST, AND IS VALID AND ENFORCEABLE AGAINST THE DEVELOPER.

ARTICLE XI

TIRZ

11.1 Tax Increment Reinvestment Zone. The City agrees to commence amending TIRZ #4, which was created over Tract I on July 22, 2024, by adding Tract II to TIRZ #4. In accordance with the terms of this Section, City agrees to complete the amendment of TIRZ #4 in accordance with all statutory requirements no later than ninety (90) days after receipt of Developer's request for annexation pursuant to Article XII and prior to the issuance of the first series of PID Bonds. After amendment of TIRZ #4, the City agrees to approve the TIRZ Documents in a form and

substance to comply with the terms of this Agreement. Developer shall be liable for all costs of the TIRZ amendment and shall promptly reimburse City for all City expenses related to the amendment of the TIRZ.

11.2 Increment. The City agrees to allocate forty percent (40%) of the maintenance and operations portion of the City's ad valorem tax increment revenue collected from the Property within the TIRZ, based on the City's tax rate each year, less collection and administrative expenses, to be dedicated for payment consistent with the TIRZ Documents and this Agreement, for a period of thirty-six (36) years from the date of creation. If Kaufman County and/or the Trinity Valley Community College District also participate in the TIRZ, their increment shall also be placed into the appropriate TIRZ Fund and/or any subaccounts.

11.3 TIRZ Priority. In accordance with the TIRZ Documents, after payment of Administrative Expenses related to the TIRZ, the moneys in the TIRZ Fund shall be used annually to off-set or pay a portion of any Assessments levied on the Property for the costs of Authorized Improvements that qualify as TIRZ Projects, for a period of thirty-six (36) years from the date of creation.

11.4 TIRZ Fund. In accordance with the TIRZ Project and Finance Plan, the City will, on an annual basis, remit the collected revenue from its tax increment obtained from the Property and shall deposit those monies into the TIRZ Fund. Amounts in the TIRZ Fund shall not be comingled with City funds.

ARTICLE XII **ANNEXATION AND POST-ANNEXATION MATTERS**

12.1 Annexation. The Developer has submitted a voluntary annexation petition requesting the Property to be annexed by the City for Tract I, and shall submit a voluntary annexation petition requesting that Tract II of the Property be annexed by the City within thirty (30) days of the Effective Date of this Agreement. **! The Developer is not required to enter into this Agreement. The annexation procedures described in plain language in this Agreement require the Developer's consent. The Parties acknowledge and agree that this Agreement shall satisfy the written disclosure requirements under Section 212.172(b-1) of the Texas Local Government Code.**

12.2 Zoning of Property. While the Parties expressly acknowledge that the Property will be voluntarily annexed, the Parties agree that the Governing Regulations and the applicable provisions of this Agreement memorialize the plan for development of the Property as provided

for in Section 212.172 of the Texas Local Government Code and other applicable law. The City shall consider zoning the Property consistent with the Governing Regulations and applicable provisions of this Agreement upon the annexation of the Property. Through this Agreement, the Developer expressly consents and agrees to the zoning of the Property consistent with and as contemplated by this section and shall file a zoning application to zone the Property in conformity with this Agreement. The Developer agrees that nothing in this Agreement shall prevent the Governing Regulations, including but not limited to zoning, from being enforced against an End-Buyer.

ARTICLE XIII **AUTHORIZED IMPROVEMENTS AND PUBLIC INFRASTRUCTURE**

13.1 Roadway Improvements and Related Drainage Facilities and Drainage Improvements not Related to Roadways. The Developer shall have full responsibility for designing and constructing the on-site and off-site Roadway Improvements and related drainage facilities and Drainage Improvements (together with and including the cost of obtaining any and all easements in or fee simple title to land to provide for and to accommodate such Roadway Improvements and related drainage facilities and Drainage Improvements) that will serve the Property (“Roadway and Drainage Facilities”) and the cost thereof. The Developer shall be responsible for the construction, including the acquisition of any necessary easements (the size and extent of each such easements to be approved by the City) for the Roadway and Drainage Facilities. The Developer must design and construct the Roadway and Drainage Facilities (excluding the Off-Site Utilities Project), necessary to provide service for the Property in compliance with all statutory and regulatory requirements, including design and construction criteria and specifications of the City, and in compliance with all applicable City Regulations.

13.2 Operation of the Sewer Facilities. If the City accepts the Sewer Facilities, the City shall operate the Sewer Facilities serving the Property and use the Sewer Facilities to provide sewer service to the Property and as otherwise required or allowed by state law. If accepted by the City, the City shall at all times maintain the Sewer Facilities or cause the Sewer Facilities to be maintained, in good condition and working order in compliance with all applicable City Regulations and all applicable regulations, rules, policies, standards, and orders of any governmental entity with jurisdiction over same. Notwithstanding, following acceptance of the Sewer Facilities and at City’s sole cost, nothing contained herein shall prevent the City from altering or changing the design and/or location of the Sewer Facilities as necessary to meet future needs or updated standards, as solely determined by the City.

13.3 Operation of the Water Facilities. If College Mound accepts the Water Facilities, College Mound shall operate the Water Improvements serving the Property and use the Water Improvements to provide water service to the Property and as otherwise required or allowed by state law. If accepted by College Mound, College Mound shall at all times maintain the Water Improvements or cause the Water Improvements to be maintained, in good condition and working order in compliance with all applicable College Mound Regulations and all applicable regulations, rules, policies, standards, and orders of any governmental entity with jurisdiction over same. Notwithstanding, following acceptance of the Water Improvements and at College Mound's sole cost, nothing contained herein shall prevent College Mound from altering or changing the design and/or location of the Water Improvements as necessary to meet future needs or updated standards, as solely determined by College Mound.

13.4 Operation of the Roadway and Drainage Facilities. If the City accepts the Roadway and Drainage Facilities, the City shall operate the Roadway and Drainage Facilities serving the Property and use the Roadway and Drainage Facilities to provide service to the Property and as otherwise required or allowed by state law. If accepted by the City, the City shall at all times maintain the Roadway and Drainage Facilities or cause the Roadway and Drainage Facilities to be maintained, in good condition and working order in compliance with all applicable City Regulations and all applicable regulations, rules, policies, standards, and orders of any governmental entity with jurisdiction over same. Notwithstanding, following acceptance of the Roadway and Drainage Facilities and at City's sole cost, nothing contained herein shall prevent the City from altering or changing the design and/or location of the Roadway and Drainage Facilities as necessary to meet future needs or updated standards, as solely determined by the City.

13.5 Neighborhood Open Space. Developer agrees to locate and maintain, park land/open space (the "Neighborhood Open Space") for the HOA in the location shown on the Concept Plan attached hereto as **Exhibit C**, which may include floodplain. Developer agrees that the Neighborhood Open Space will include preservation of existing ponds, trails, and other amenities as specified in the Development Standards attached hereto as **Exhibit D**. All maintenance within the Neighborhood Open Space shall be the responsibility of the HOA. All expenses for construction, maintenance, and operation shall be paid by the Developer until transferred to the HOA. At time of transfer to the HOA, all costs of maintenance and operation shall be borne solely by the HOA.

13.6 Authorized Improvements. All Authorized Improvements shall be designed, constructed and installed by Developer in compliance with the Governing Regulations.

Construction and/or installation of the Authorized Improvements shall not begin until complete and accurate plans and specifications have been approved by the City (except for Water Improvements, which shall be reviewed and approved by College Mound) in accordance with standard procedures. Each of such contracts shall require a two-year maintenance bond following completion, which bond shall run in favor of the City of Kaufman for maintenance of the completed Authorized Improvements (except for Water Improvements, which shall comply with College Mound's requirements). To the extent easements or rights-of-way are needed within the Property, they shall be dedicated by Developer and/or to the City at no cost to the City in the form of an instrument acceptable to both the City and Developer (except for Water Improvements, which shall be dedicated to College Mound). The Authorized Improvements will be installed within easements granted to the City or in the public right of way by an instrument acceptable to the City in its sole discretion (except for Water Improvements). The size of the Authorized Improvements shall be sized as finally determined by the Developer's engineer and confirmed by the City's engineer, (or for Water Improvements, by College Mound).

13.8 Inspections, Acceptance of Public Improvements.

(a) Roadway and Storm Infrastructure. The City shall have the right to inspect, at any time, the construction of all roadway and storm water Public Improvements, and any related Public Improvements necessary to support the proposed development within the Property, which shall be inspected, designed, and constructed in compliance with all statutory and regulatory requirements, including design and construction criteria, and the Governing Regulations. All Roadway Improvements shall be dedicated to and become the property of the City and shall be maintained by the City in accordance with the terms of this Agreement upon City's final acceptance of such improvements. Roadway improvements include storm drainage infrastructure, sidewalks, traffic control devices and signage.

(b) No Release. The City's inspections shall not release Developer from their responsibility to construct, or ensure the construction of, adequate Public Improvements in accordance with approved engineering plans, construction plans, and other approved plans related to the development of the Property.

(c) City Owned. From and after the inspection and acceptance by the City of the Public Improvements and any other dedications required under this Agreement; such Public Improvements and dedications shall be owned and maintained by the City (except for Water Improvements, which shall be owned by College Mound).

(d) Approval of Plats/Plans. All plats, permits, plans, designs, or specifications shall be subject to approval by the City in accordance with standard City processes and upon payment of applicable fees and shall be in accordance with the Governing Regulations. Approval by the City, the City's engineer, or other City employee or representative of any plats, permits, plans, designs, or specifications submitted by Developer pursuant to this Agreement or pursuant to the Governing Regulations shall not constitute or be deemed to be a release of the responsibility and liability of Developer, their engineer, employees, officers or agents for the accuracy and competency of their design and specifications. Further, any such approvals shall not be deemed to be an assumption of such responsibility and liability by the City for any defect in the design and specifications prepared by Developer or the Developer's engineer, or engineer's officers, agents, servants or employees, it being the intent of the parties that approval by the City's engineer signifies the City's approval on only the general design concept of the improvements to be constructed. All plats and plans of Developer related to the Property shall meet the requirements of the Governing Regulations.

13.9 Operation and Maintenance of All Infrastructure other than Water Improvements. Upon inspection, approval, and acceptance of all Public Improvements or any portion thereof, other than Water Improvements, the City shall maintain and operate the accepted Public Improvements or any accepted portion thereof.

13.10 Operation and Maintenance of Water Improvements. Upon inspection, approval, and acceptance of the Water Improvements or any portion thereof, College Mound shall maintain and operate the accepted Water Improvements or any accepted portion thereof and wastewater service to the Property.

13.10 On-Site and Off-Site Rights-of-Way and Easements. Developer will transfer to the City or College Mound, as applicable, any on-site easements necessary for Public Improvements at the time of development or within one hundred twenty (120) days of the City or College Mound, as applicable, requesting same for a City or College Mound project, as applicable, in an instrument suitable to the City or College Mound, as applicable.

ARTICLE XIV **DEVELOPMENT OF THE PROPERTY**

14.1 Governing Regulations. Development of the Property shall be governed solely by the following (collectively, the "Governing Regulations"):

(a) the Concept Plan attached hereto as **Exhibit C**, as amended from time to time in accordance with this Agreement;

- (b) the Development Standards attached hereto as **Exhibit D**;
- (c) the Planned Development zoning regulations as approved by the City Council.
- (d) approved final plats and associated approved construction plans for all or a portion of the Property; and
- (e) applicable federal, state, and local ordinances and regulations.

14.2 Amendment of Concept Plan. The Parties agree the Concept Plan was created by Developer for illustrating the boundary, lot mix and general layout of the project. Any amendment to the Concept Plan shall require an amendment to this Agreement and such amendment shall replace the attached Concept Plan and become a part of this Agreement. Notwithstanding the foregoing, the City Manager of the City may but is not required to administratively approve any amendments to the Concept Plan that the City Manager deems in his reasonable discretion to be consistent with Council approved site plans for the Development without amending this Agreement.

14.3 Requirement for Preliminary Plat and Associated Studies. After the Property is zoned and prior to final construction plan review and final plat submittal, the development will be subject to a requirement to preliminary plat the entire property, along with all required studies and plan approvals to be required in advance of the preliminary plat, which shall include drainage & flood studies, traffic impact analysis, tree survey and tree mitigation/protection plan, preliminary civil plan review, and preliminary landscape plan review.

14.4 Enforcement of Regulations. The City will enforce the Governing Regulations on the Property in the same manner in which duly enacted zoning regulations are enforced within the City's corporate boundaries.

14.5 Homeowner's Association Required.

(a) Developer shall create a sustainable and mandatory homeowner's association ("HOA") for the Property that requires membership by all of the owners of residential lots within the Property.

(b) The HOA shall own and be responsible for the maintenance of any open spaces, trails, amenities, common areas, common area landscaping, screening walls, development signage, and any other common improvements or appurtenances within the Property that are not maintained or operated by the City, including without limitation such facilities financed by the PID. Any dedication to the City requires City acceptance at the City's sole discretion.

(c) The HOA shall have covenants and bylaws and shall require the payment of dues and assessments to maintain any private streets and common areas and facilities. The HOA covenants shall provide for assessments and liens for nonpayment of dues or assessments. The approved covenants of the HOA are subject to review and approval by the City prior to recordation of the final plat for the first phase of development and after City approval shall be recorded with the County Clerk for Kaufman County.

14.6 Conflicts.

(a) In the event of any direct conflict between this Agreement and any ordinance, rule, regulation, standard, policy, order, guideline or other City-adopted or City-enforced requirement, whether existing on the Effective Date or hereinafter adopted, this Agreement shall control. Notwithstanding the foregoing, Developer shall comply with all applicable state and federal regulations and approved City design standards for Public Improvements. Development and use of the Property, including, without limitation, the construction, installation, maintenance, repair, and replacement of all buildings and all other improvements and facilities of any kind whatsoever on and within the Property, shall be in compliance with City Regulations unless expressly stated to the contrary in this Agreement. City Regulations shall apply to the development and use of the Property unless expressly set forth to the contrary in this Agreement.

(b) In the event of any direct conflict between the Development Standards and any other part of the Governing Regulations, the Development Standards shall control, except as superseded by the provisions of the Governing Regulations as provided by law.

ARTICLE XV **DEVELOPMENT PROCESS AND CHARGES**

15.1 Development Charges. Except as specifically described below, Developer and/or builders, as applicable, shall be subject to those fees and charges due and payable to the City or College Mound as applicable in connection with the development of the Property that are charged uniformly to other developments located in the corporate limits of the City, whether in effect on the date of this Agreement or implemented at a later date. The applicant for a building permit shall pay impact fees for roadways, and for wastewater per living unit equivalent, in accordance with adopted impact fee ordinances in effect at the time of building permit (the "Impact Fees"). Wastewater Impact Fees applicable to individual lots will be due and payable by the applicant for a permit at the time building permits are issued for each single-family residential lot.

ARTICLE XVI **TERM**

The term of this Agreement shall be for a period of thirty-five (35) years after the Effective Date and may be extended once for a ten (10) year period. If allowed by law, the Parties may extend the term of this Agreement beyond the term of the automatic extension if they execute an agreement in writing.

ARTICLE XVII **EVENTS OF DEFAULT; REMEDIES**

17.1 Events of Default. No Party shall be in default under this Agreement until Notice of the alleged failure of such Party to perform has been given in writing (which Notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time to be determined based on the nature of the alleged failure, but in no event more than 30 days (or any longer time period to the extent expressly stated in this Agreement as relates to a specific failure to perform) after written notice of the alleged failure has been given except as relates to a type of default for which a different time period is expressly set forth in this Agreement). Notwithstanding the foregoing, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the Notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. Notwithstanding the foregoing, however, a Party shall be in default of its obligation to make any payment required under this Agreement if such payment is not made within 30 days after it is due.

17.2 Remedies. If a Party is in default, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, or actions for specific performance, mandamus, or injunctive relief. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL ENTITLE THE AGGRIEVED PARTY TO TERMINATE THIS AGREEMENT OR LIMIT THE TERM OF THIS AGREEMENT.

ARTICLE XVIII **ASSIGNMENT AND ENCUMBRANCE**

18.1 Assignment.

(a) This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties. The Developer and any Assignee have the right (from time to time) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the Developer under this Agreement to any person or entity (an "Assignee") with City's prior written consent, with Notice to the City, and with execution of an amendment to this Agreement binding such Assignee to the terms of this Agreement.

(b) The Developer has the right, from time to time with the prior written consent of the City, to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the Developer under this Agreement, to any person or entity (an "Assignee") that (i) is or will become an owner or developer of all or any portion of the Property, or (ii) is controlled by or under common control by the Developer and becomes an owner or developer of all or any portion of the Property, and (iii) that has provided documentation of financial ability acceptable to the City to demonstrate that Assignee is qualified to comply with all of the terms of this Agreement applicable to Developer, provided that the Developer is not in breach of this Agreement at the time of such assignment. An Assignee is considered the "Developer" and a "Party," under this Agreement for purposes of the obligations, rights, title, and interest assigned to the Assignee. Developer shall provide City with at least thirty (30) days' notice of any request for assignment which notice shall include a copy of the proposed assignment document, at minimum meeting the requirements of this Agreement, together with the name, address, telephone number, and e-mail address of a contact person representing the Assignee, and shall include such documentation of the proposed Assignee's financial capacity and ability to perform Developer's obligations under this Agreement and the Property Option. Developer shall provide such written documentation as reasonably requested by City to facilitate City's determination regarding the ability of the proposed Assignee to comply with Developer's obligations under this Agreement.

(c) At minimum, each City approved assignment shall be in writing executed by the Developer and the Assignee and shall obligate the Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each approved and fully executed assignment to an Assignee shall be provided to the City within fifteen (15) days after execution. From and after City approval of such assignment, the City agrees to look solely to the Assignee for the performance of all obligations assigned to the Assignee and agrees that the Developer shall be released from subsequently performing the assigned obligations and from any liability that results from the Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the City

within fifteen (15) days after execution and/or approval by City, as applicable, the Developer shall not be released until the City receives such copy of the assignment.

(d) No assignment by the Developer shall release the Developer from any liability that resulted from an act or omission by the Developer that occurred prior to the effective date of the assignment unless the City approves the release in writing.

(e) The Developer shall maintain written records of all assignments made to Assignees, including a copy of each executed assignment and the Assignee's notice information as required by this Agreement, and, upon written request from another Party, shall provide a copy of such records to the requesting person or entity.

(f) Notwithstanding the foregoing, any receivables due under this Agreement, or under any Reimbursement Agreement (pursuant to Section 372.023(d-1) of the Texas Local Government Code) may be assigned by the Developer without the consent of, but upon written Notice to the City in accordance with **Section 20.2** of this Agreement and as allowed. The Developer may also collaterally assign the receivables as collateral for any development loan, and the Developer may execute such documents and contracts as necessary to effectuate such loans or financings, without the consent, but with at least thirty (30) days prior written Notice, to the City. An Assignee shall be considered a "Party" for the purposes of this Agreement.

18.2 Encumbrance by City. The City shall not collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of its rights, title, or interest under this Agreement without the Developer's prior written consent, which consent shall not be unreasonably withheld.

18.3 Assignees as Parties. An Assignee approved or authorized in accordance with this Agreement and for which an assignment has properly been effected pursuant to the terms of this Article, shall be considered a Party for the purposes of this Agreement. Developer shall require Developer's Assignee to execute all necessary documents to be bound to the terms of this Agreement. With the exception of an End Buyer of a lot within the Property, any person or entity upon becoming an owner of land within the District or upon obtaining an ownership interest in any part of the Property shall be deemed to be an owner and have all of the obligations of the Developer as set forth in this Agreement and all related documents to the extent of said ownership or ownership interest. This Agreement and the obligations and liabilities arising under this Agreement shall be released automatically as to each End Buyer of a lot; provided, however, that no such conveyance of a lot shall release Developer from its obligations hereunder. Any third party, including without limitation any title company, grantee or lienholder, shall be entitled to

rely on the existence or nonexistence of a recorded affidavit to establish whether such termination has occurred as to a lot.

18.4 No Third-Party Beneficiaries. This Agreement only inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

ARTICLE XIX **RECORDATION AND ESTOPPEL CERTIFICATES**

19.1 Binding Obligations. This Agreement and all amendments hereto (including amendments to the Concept Plan as allowed in this Agreement) and assignments hereof shall be recorded in the deed records of Kaufman County. This Agreement binds and constitutes a covenant running with the Property. Upon the Effective Date, this Agreement shall be binding upon the Parties and their successors and assigns permitted by this Agreement and forms a part of any other requirements for development within the Property. This Agreement, when recorded, shall be binding upon the Parties and their successors and assigns as permitted by this Agreement and upon the Property; 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 except for land use and development regulations that apply to such lots.

19.2 Estoppel Certificates. From time to time upon written request of the Developer or any future owner, and upon the payment of a \$100.00 fee to the City, the City Manager, or his/her designee will, in his official capacity and to his reasonable knowledge and belief, execute a written estoppel certificate identifying any obligations of an owner under this Agreement that are in default.

ARTICLE XX **ADDITIONAL PROVISIONS**

20.1 Recitals. The recitals contained in this Agreement: (i) are true and correct as of the Effective Date; (ii) form the basis upon which the Parties negotiated and entered into this Agreement; (iii) are legislative findings of the City Council of the City; and (iv) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this

Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

20.2 Notices. Any Notice, payment or instrument required or permitted by this Agreement to be given or delivered to any party shall be deemed to have been received when personally delivered or transmitted by telecopy or facsimile transmission (which shall be immediately confirmed by telephone and shall be followed by mailing an original of the same within 24 hours after such transmission) or 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

To the City:	Attn: Mike Holder, City Manager City of Kaufman 209 S. Washington Street Kaufman, TX 75142
To the City Attorney	Patricia Adams Messer Fort, PLLC 6371 Preston Road Suite 200 Frisco Texas 75034
To the Developer:	Attn: Yehuda Goldman Tejas Wycliff Properties, LLC – 2727 Kaufman Series, GSI Baylor, LLC, a Texas limited liability company, Ezonya Incorporated, a California corporation and Sam Goldman 13601 Preston Road. Suite #W-810 Dallas, TX 75240 _____
With a copy to:	Attn: Robert Miklos Ferguson Braswell Fraser Kubasta PC 2500 Dallas Parkway, Suite 600 Plano, Texas 75093 Email: rmiklos@fbfk.law

Any party may change its address or addresses for delivery of Notice by delivering written Notice of such change of address to the other party.

20.3 Interpretation. The Parties acknowledge that each has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

20.4 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is required.

20.5 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, Notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. The Developer represents and warrants that this Agreement has been approved by appropriate action of the Developer, and that the individual executing this Agreement on behalf of the Developer has been duly authorized to do so. Each Party respectively acknowledges and agrees that this Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.

20.6 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties.

20.7 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (i) such unenforceable provision shall be deleted from this Agreement; (ii) the unenforceable provision shall, to the extent possible and upon mutual agreement of the parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (iii) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

20.8 Applicable Law; Venue. This Agreement is entered into pursuant to, and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Kaufman County. Exclusive venue for any action to enforce or construe this Agreement shall be in the Kaufman County District Court.

20.9 Non-Waiver. Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

20.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

20.11 Further Documents. The Parties agree that at any time after execution of this Agreement, they will, upon request of another Party, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request in order to effectuate the terms of this Agreement. This provision shall not be construed as limiting or otherwise hindering the legislative discretion of the City Council seated at the time that this Agreement is executed or any future City Council.

20.12 Exhibits. The following exhibits are attached to this Agreement and are incorporated herein for all purposes:

Exhibit A	Metes and Bounds of the Property
Exhibit B	Property Depiction
Exhibit C	Concept Plan (Illustrative) with Trail Design and Amenity Center
Exhibit D	Development Standards
Exhibit E	Authorized Improvements with their Estimated Costs
Exhibit F	Home Buyer Disclosure Program
Exhibit G	Landowner Agreement

20.13 Home Buyer Disclosures. The Developer shall comply with the Home Buyer Disclosure Program and shall deed restrict the Property in a manner that notifies all owners of Property of the obligations set forth in the Home Buyer Disclosure Program. The Developer shall provide City evidence on a quarterly basis, or upon written request from the City, that the original purchaser of any finished lot within the PID has been provided the Home Buyer Disclosure Program.

20.14 Governmental Powers; Waivers of Immunity. By its execution of this Agreement, the City does not waive or surrender any of its respective governmental powers, immunities, or rights; this is not an Agreement for goods or services or otherwise subject to Section 271.151 et seq. of the Texas Local Government Code.

20.15 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, shall give Notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that

will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term “force majeure” shall include events or circumstances that are not within the reasonable control of Party whose performance is suspended and that could not have been avoided by such Party with the good faith exercise of good faith, due diligence and reasonable care.

20.16 Entire Agreement. This Agreement, including its exhibits and documents executed in accordance with this Agreement, constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement.

20.17 Amendments. This Agreement cannot be modified, amended, or otherwise varied, except in writing signed by the City and Developer expressly amending the terms of this Agreement.

20.18 Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

20.19 Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by the Parties hereto or by any third party to create the relationship of principal and agent, or of partnership, joint venture or any association whatsoever between any one or more of the Parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the Parties hereto shall be deemed to create any relationship between the Parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

20.20 Captions. The descriptive captions of this Agreement are for convenience of reference only and shall in no way define, describe, limit, expand or affect the scope, terms, conditions, or intent of this Agreement.

20.21 Number and Gender. Whenever used herein, unless the context otherwise provides, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all other genders.

20.22 Gift to Public Servant. The Developer shall not, and shall use commercially reasonable efforts to cause its contractors and agents to not, offer, or agree to confer any benefit upon a City employee or official that the City employee or official is prohibited by law from accepting. For purposes of this section, “benefit” means anything reasonably regarded as pecuniary gain or pecuniary advantage, including benefit to any other person in whose welfare the beneficiary has a direct or substantial interest, but does not include a contribution or expenditure made and reported in accordance with law. Notwithstanding any other legal remedies, the City may require

the Developer to remove any employee or contractor of the Developer from performance responsibilities under this Agreement who has violated the restrictions of this section or any similar state or federal law.

20.23 Anti-Boycott Verification. No Boycott Israel. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2271.002, Texas Government Code, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, ‘boycott Israel,’ a term defined in Section 2271.001, Texas Government Code, by reference to Section 808.001(1), Texas Government Code, means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Developer understands ‘affiliate’ to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

20.24 Not a Listed Company. The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer’s internet website: <https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>, <https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or <https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>. The foregoing representation is made solely to enable the City to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. As used in this Section, the Developer understands ‘affiliate’ to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 133(f), 17 C.F.R. § 230.133(f), and exists to make a profit.

20.25 Verification Regarding Energy Company Boycotts. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, “boycott energy companies,” a term defined in Section 2274.001(1), Texas Government Code (as enacted by such Senate Bill) by reference to Section 809.001, Texas Government Code (also as enacted by such Senate Bill), shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above. As used in this Section, the Developer understands ‘affiliate’ to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 133(f), 17 C.F.R. § 230.133(f), and exists to make a profit.

20.26 Verification Regarding Discrimination Against Firearm Entity or Trade Association.

To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification and the following definitions:

- (i) ‘discriminate against a firearm entity or firearm trade association,’ a term defined in Section 2274.001(3), Texas Government Code (as enacted by such

Senate Bill), (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association;

- (ii) 'firearm entity,' a term defined in Section 2274.001(6), Texas Government Code (as enacted by such Senate Bill), means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as enacted by such Senate Bill, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as enacted by such Senate Bill, as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as enacted by such Senate Bill, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area

for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting); and

- (iii) ‘firearm trade association,’ a term defined in Section 2274.001(7), Texas Government Code (as enacted by such Senate Bill), means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code as used in this Section, the Developer understands ‘affiliate’ to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 133(f), 17 C.F.R. § 230.133(f), and exists to make a profit.

20.27 Form 1295. Submitted herewith is a completed Form 1295 in connection with the Developer’s participation in the execution of this Agreement generated by the Texas Ethics Commission’s (the “TEC”) electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the “Form 1295”). The City hereby confirms receipt of the Form 1295 from the Developer, and the City agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after the receipt of such form. The Developer and the City understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Developer; and, neither the City nor its consultants have verified such information.

[signatures on following pages]

EXECUTED by the City and Developer on the respective dates stated below.

Date: _____

CITY OF KAUFMAN

By: _____
Jeff Jordan, Mayor

ATTEST:

Jessie Hanks, City Secretary

APPROVED AS TO FORM

Patricia A. Adams
Attorney for the City

STATE OF TEXAS §
 §
COUNTY OF KAUFMAN §

This instrument was acknowledged before me on the ____ day of _____, 2024 by Jeff Jordan, Mayor of the City of Kaufman, Texas on behalf of said City.

(SEAL)

Notary Public, State of Texas

Name printed or typed

Commission Expires: _____

DEVELOPER SIGNATURE PAGES:

DEVELOPER:

Tejas Wycliff Properties, LLC – 2727 Kaufman
Series, a Texas limited liability company

By: _____

By: _____

Name:

Its:

STATE OF TEXAS §

§

COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____,
2024 by _____, Tejas Wycliff Properties, LLC – 2727 Kaufman Series,
a Texas limited liability company, on behalf of said company.

Notary Public, State of Texas

DEVELOPER:

GSI Baylor LLC, a Texas limited liability company

By: _____

By: _____

Name:

Its:

STATE OF TEXAS §

§

COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2024 by _____, GSI Baylor LLC, a Texas limited liability company, on behalf of said company.

Notary Public, State of Texas

DEVELOPER:

Ezonya Incorporated,
a California corporation

By: _____

By: _____

Name:

Its:

STATE OF TEXAS §

§

COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____,
2024 by _____, Ezonya Incorporated, a California corporation, on behalf
of said company.

Notary Public, State of Texas

DEVELOPER:

Sam Goldman, an individual

By:_____

By:_____
Name:

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

 This instrument was acknowledged before me on the _____ day of _____,
2024 by _____.

Notary Public, State of Texas

EXHIBIT A

Metes and Bounds Description of the Property

Tract I

BEING 73.09 ACRES OF LAND LOCATED IN THE THOMAS BEEDY SURVEY, ABSTRACT NO. 21, KAUFMAN COUNTY, TEXAS AND BEING PART OF THE PROPERTY DESCRIBED IN WARRANTY DEED RECORDED IN VOLUME 2583, PAGE 440, OFFICIAL PUBLIC RECORDS OF KAUFMAN COUNTY, TEXAS AND ALL OF THE PROPERTY DESCRIBED IN WARRANTY DEED RECORDED IN VOLUME 6568, PAGE 353, OFFICIAL PUBLIC RECORDS OF KAUFMAN COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND 1/2 INCH IRON ROD AT THE SOUTH CORNER OF SAID 138.451 ACRE TRACT RECORDED IN VOLUME 2583, PAGE 440, AT THE EAST CORNER OF THE DAVID NALLS TRACT RECORDED IN VOLUME 3395, PAGE 289 AND IN THE NORTHWEST R.O.W. OF FARM TO MARKET 2727;

THENCE NORTH 47 DEGREES 11 MINUTES 43 SECONDS WEST, 1346.01 FEET TO A FOUND CAPPED 1/2 INCH IRON ROD;

THENCE SOUTH 44 DEGREES 07 MINUTES 47 SECONDS WEST, 517.35 FEET TO A FOUND 3/8 INCH IRON ROD;

THENCE NORTH 47 DEGREES 09 MINUTES 56 SECOND WEST, 1463.96 FEET TO A 8 INCH POST FOR CORNER;

THENCE NORTH 43 DEGREES 56 MINUTES 17 SECONDS EAST, 1617.61 FEET TO A SET 1/2 INCH IRON ROD;

THENCE SOUTH 46 DEGREES 32 MINUTES 43 SECONDS EAST, 381.18 FEET TO A SET 1/2 INCH IRON ROD;

THENCE SOUTH 43 DEGREES 27 MINUTES 17 SECONDS WEST, 257.00 FEET TO A SET 1/2 INCH IRON ROD;

THENCE SOUTH 46 DEGREES 32 MINUTES 43 SECONDS EAST, 2429.02 FEET TO A SET 1/2 INCH IRON ROD IN THE NORTHWEST RIGHT OF WAY OF F.M. 2727;

THENCE SOUTH 44 DEGREES 00 MINUTES 57 SECONDS WEST, 812.16 FEET TO THE POINT OF BEGINNING AND CONTAINING 73.09 ACRES OF LAND.

Metes and Bounds Description of the Property

Tract II

ALL THAT CERTAIN LOT, TRACT, OR PARCEL OF LAND, PART OF THE THOMAS BEEDY SURVEY, ABSTRACT NO. 21, KAUFMAN COUNTY, TEXAS, PART OF THAT CERTAIN CALLED 224.00 ACRE TRACT CONVEYED TO RUTH JACKSON BY EMMETT A. CARLISLE, ET UX ON JANUARY 8, 1951 AND RECORDED IN VOLUME 338, PAGE 324, OF THE DEED RECORDS OF KAUFMAN COUNTY, TEXAS AND BEING MORE COMPLETELY DESCRIBED AS FOLLOWS: BEGINNING AT T POST FOR CORNER IN THE SOUTHWEST LINE OF THE ABOVE MENTIONED 224.00 ACRE TRACT, IN THE SOUTHWEST LINE OF THE THOMAS BEEDY SURVEY, ABSTRACT NO. 21 AND BEING AT THE INTERSECTION OF SAME WITH THE NORTHWEST RIGHT-OF-WAY LINE OF FARM TO MARKET ROAD NO. 2727;

THENCE NORTH 46 DEGREES 15 MINUTES 26 SECONDS WEST, WITH THE SOUTHWEST LINE OF SAID TRACT AND WITH SAID SURVEY LINE, PASSING AT POST AT 2472.30 FEET AND CONTINUING FOR A TOTAL OF 2820.14 FEET TO A POINT IN KAUFMAN CITY LAKE; THENCE NORTH 43 DEGREES 41 MINUTES 58 SECONDS EAST, 887.96 FEET TO A POINT IN KAUFMAN CITY LAKE;

THENCE SOUTH 47 DEGREES 12 MINUTES 40 SECONDS EAST, PASSING A FENCE POST AT 200.57 FEET AND CONTINUING FOR A TOTAL DISTANCE OF 2,821.84 FEET TO A FENCE CORNER IN THE NORTHWEST RIGHT-OF-WAY LINE OF FARM TO MARKET ROAD NO. 2727; THENCE SOUTH 43 DEGREES 46 MINUTES 55 SECONDS WEST, WITH SAID RIGHT-OF-WAY LINE, A DISTANCE OF 934.74 FEET TO THE PLACE OF BEGINNING AND CONTAINING 59.01 ACRES OF LAND.

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS AS FOLLOWS:

ALL THAT CERTAIN LOT, TRACT, OR PARCEL OF LAND, PART OF THE THOMAS BEEDY SURVEY, ABSTRACT NO. 21, KAUFMAN COUNTY, TEXAS, PART OF THAT CERTAIN CALLED 224.00 ACRE TRACT CONVEYED TO RUTH JACKSON BY EMMETT A. CARLISLE, ET UX, ON JANUARY 8, 1951 AND RECORDED IN VOLUME 338, PAGE 324, OF THE DEED RECORDS OF KAUFMAN COUNTY, TEXAS AND BEING A 20.00 FOOT ROAD EASEMENT, MORE COMPLETELY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD FOR CORNER IN THE NORTHWEST RIGHT-OF-WAY LINE OF FARM TO MARKET ROAD NO. 2727 AND BEING NORTH 43 DEGREES 46 MINUTES 55 SECONDS EAST, 22.55 FEET FROM THE INTERSECTION OF SAID RIGHT-OF-WAY LINE WITH THE SOUTHWEST LINE OF ABOVE MENTIONED 224.00 ACRE TRACT AND THE SOUTHWEST LINE OF THE THOMAS BEEDY SURVEY.

THENCE NORTH 44 DEGREES 07 MINUTES 37 SECONDS WEST, A DISTANCE OF 1,743.13 FEET TO A POINT FOR CORNER.

THENCE NORTH 47 DEGREES 13 MINUTES 29 SECONDS WEST, A DISTANCE OF 164.70 FEET TO A POINT FOR CORNER.

THENCE NORTH 38 DEGREES 28 MINUTES 44 SECONDS WEST, A DISTANCE OF 94.65 FEET TO A POINT FOR CORNER.

THENCE NORTH 35 DEGREES 09 MINUTES 36 SECONDS WEST, A DISTANCE OF 307.79 FEET TO A POINT FOR CORNER IN THE SOUTHEAST LINE. OF A CERTAIN 2.08 ACRE TRACT AND BEING NORTH 46 DEGREES 33 MINUTES 18 SECONDS EAST, 59.98 FEET.

THENCE NORTH 46 DEGREES 33 MINUTES 18 SECONDS EAST, WITH THE SOUTHEAST LINE OF SAID 2.028 ACRE TRACT. A DISTANCE OF 20.28 FEET TO A POINT FOR CORNER.

THENCE SOUTH 35 DEGREES 09 MINUTES 36 SECONDS EAST, A DISTANCE OF 310.29 FEET TO A POINT FOR CORNER.

THENCE SOUTH 38 DEGREES 28 MINUTES 44 SECONDS EAST, A DISTANCE OF 92.39 FEET, TO A POINT FOR CORNER.

THENCE SOUTH 47 DEGREES 13 MINUTES 29 SECONDS EAST, A DISTANCE OF 163.58 FEET TO A POINT FOR CORNER.

THENCE SOUTH 44 DEGREES 07 MINUTES 37 SECONDS EAST, A DISTANCE OF 1,743.99 FEET TO A POINT FOR CORNER IN THE NORTHWEST RIGHT-OF-WAY LINE OF FARM TO MARKET ROAD NO. 2727.

THENCE SOUTH 43 DEGREES 46 MINUTES 55 SECONDS WEST, A DISTANCE OF 20.00 FEET TO THE PLACE OF BEGINNING AND CONTAINING 1.061 ACRES OF LAND.

EXHIBIT B
Property Depiction
TRACT 1

EXHI
EXHIBIT B
Property Depiction
TRACT 1

EXHIBIT B
Property Depiction
TRACT 2

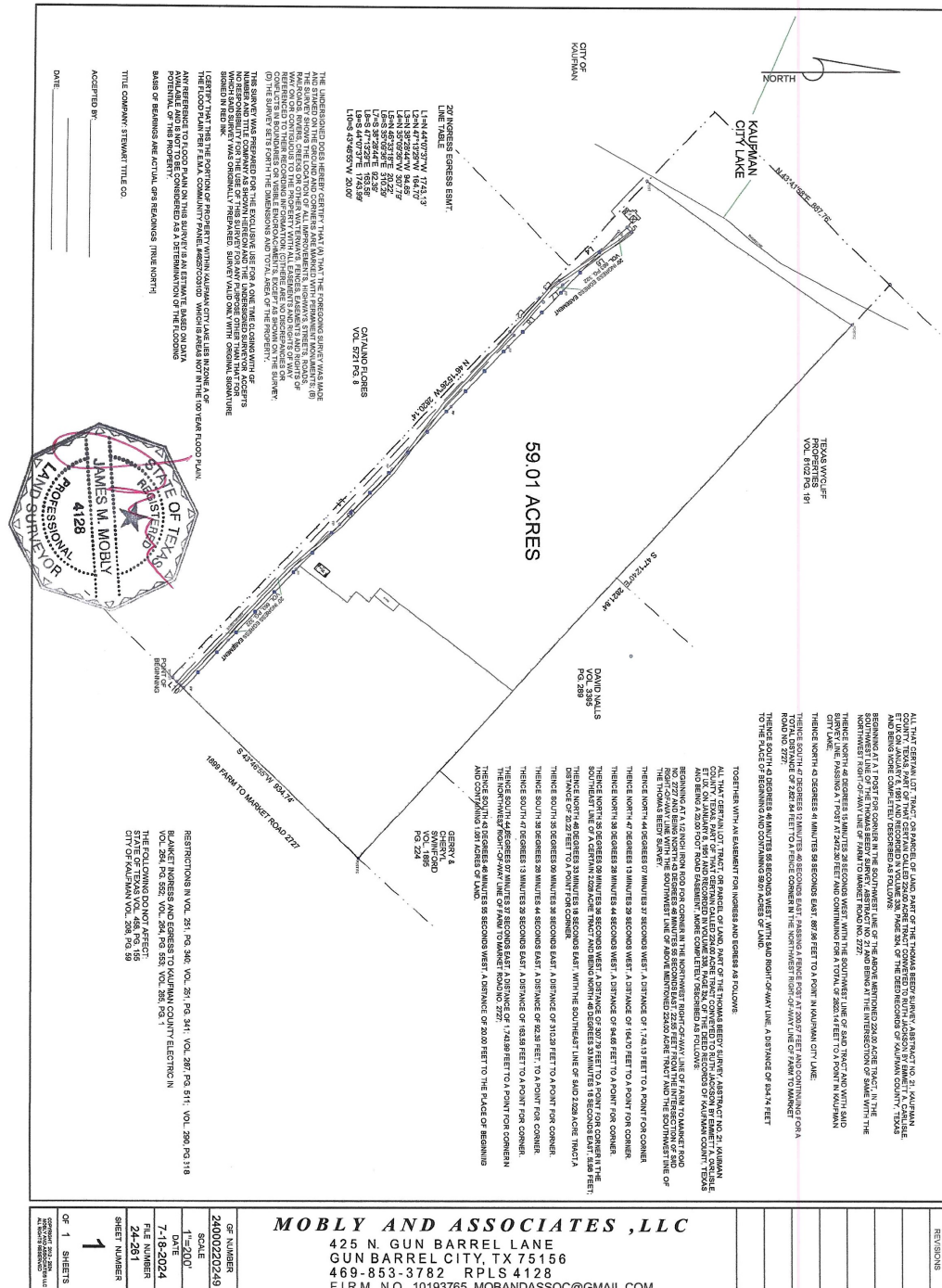


EXHIBIT C

Concept Plan (Illustrative)

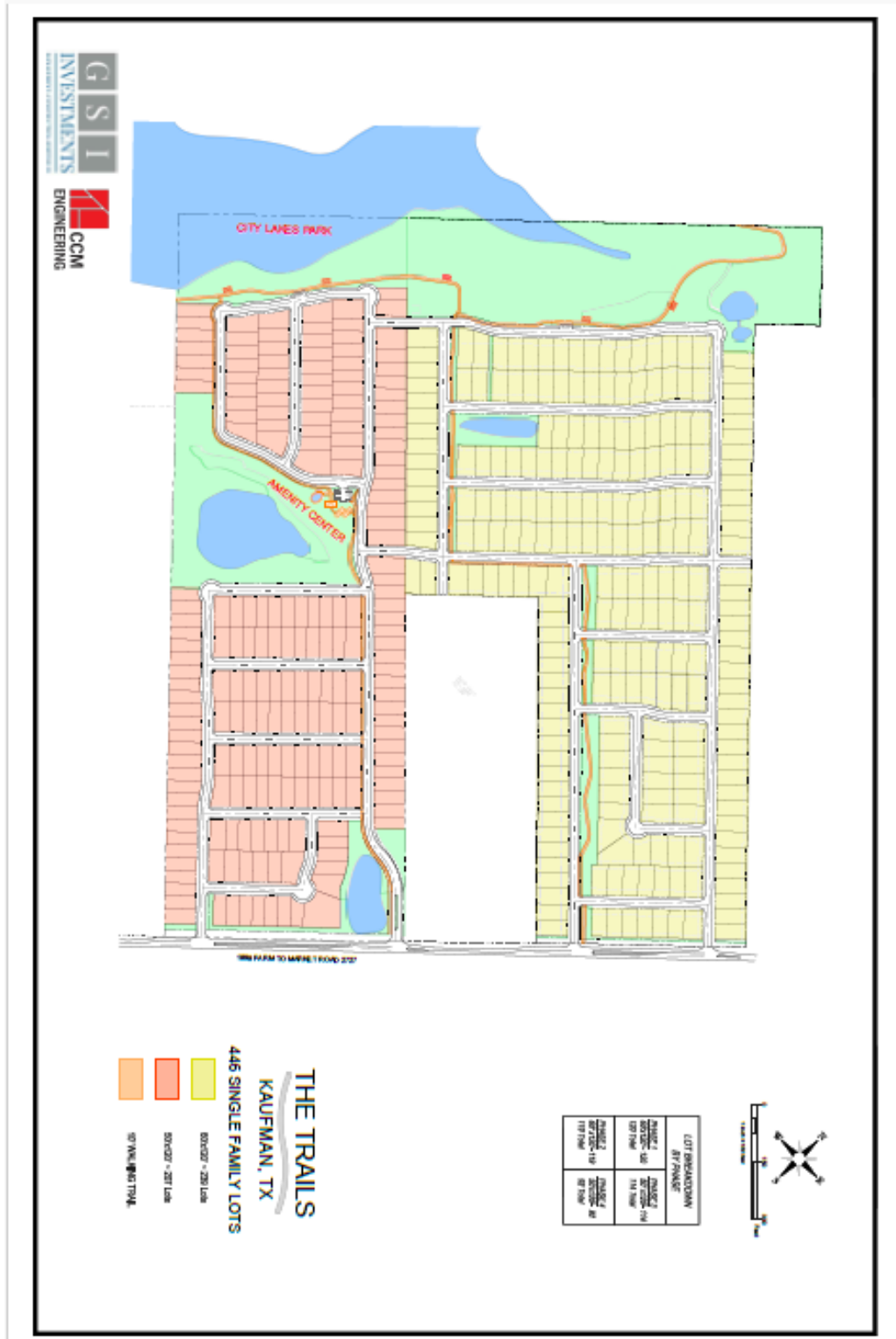


EXHIBIT D

Development Standards

PLANNED DEVELOPMENT - SINGLE FAMILY

Kaufman, Texas

132.10 Acres

1. Purpose:

The purpose of the development is to provide a unique addition to the City of Kaufman. The single-family development will integrate into the master trail plan and provide a neighborhood with high standards of development, with access to (and expansion of) the trail system and City Lakes Park.

The City of Kaufman Zoning Ordinance, adopted March 19, 2007, as constituted on the Effective Date, shall govern any regulations not specified.

2. Permitted Uses:

1. Single-family detached residential uses with the general development layout and lot distribution as shown in **Exhibit "C"**. The purpose of the exhibit is to establish a general conceptual site plan for the development. The final site plan may differ, as to be determined during the Planned Development zoning and/or preliminary plat stage, but must adhere to the regulations set herein.
2. Park or playground (non-commercial)
3. Other uses permitted in the Single-Family Residential – 8 (SF-8) District in the City of Kaufman Zoning Ordinance, as amended.

3. Building Regulations:

A. Area Regulations

1. Type A Lots (6,000 SF)
 - a. Minimum Lot Size: Minimum lot size shall be 6,000 square feet.
 - b. Minimum Lot Depth: 110 feet
 - c. Minimum Lot Width: 50 feet, 45 feet at the setback line for lots along cul-de-sacs and knuckles (corner lots backing to the rear yard of another lot shall be at least 10 feet wider than the minimum lot width in order to provide adequate width for the increased exterior side yard setback; corner lots backing to the side yard of another lot shall be at least 20 feet wider than the minimum lot width in order to provide adequate width for the increased side yard setback)

- d. Minimum Yards:
 - i. Front yard: 25 feet (front porches may encroach up to 10 feet into the required front yard)
 - ii. Side yard: 5 feet width on each side for interior lots; 15 feet for exterior side yards adjacent to streets (for corner lots that back to the rear yard of another residential lot), and 25 feet for exterior side yards adjacent to streets (for corner lots that back to the side yard of another lot...also known as “key lots”).
 - iii. Rear yard:
 - a. Main building: 15 feet for the main building; 10 feet for the main building on lots located on knuckles and cul de sacs.
 - b. Accessory Buildings: To be located in the rear yard with a minimum of five feet (5’) separation between main building and accessory structure and a minimum of three feet (3’) from any side or rear property line. Detached garages are to be located at least five feet (5’) from the main building and behind the front building line with a minimum of twenty feet (20’) from the door face of the garage to the edge of pavement from any public roadway or alley and a minimum of three feet (3’) from side or rear property lines. Detached garages with accessory dwelling units shall be located a minimum of five feet (5’) from any property line.
- e. Minimum dwelling Size: Minimum dwelling size (defined as enclosed, air-conditioned living space excluding garages, porches, etc.) shall be 1,500 square feet. A minimum of 30% of the total homes in this category shall be a minimum of 1,800 square feet.

2. Type B Lots (7,200 SF)

- a. Minimum Lot Size: Minimum lot size shall be 7,200 square feet.
- b. Minimum Lot Depth: 110 feet
- c. Minimum Lot Width: 60 feet, 55 feet at the setback line for lots along cul-de-sacs and knuckles (corner lots backing to the rear yard of another lot shall be at least 10 feet wider than the minimum lot width in order to provide adequate width for the increased exterior side yard setback; corner lots backing to the side yard of another lot shall be at least 20 feet wider than the minimum lot width in order to provide adequate width for the increased side yard setback)

d. Minimum Yards:

1. Front yard: 25 feet (front porches may encroach up to 10 feet into the required front yard)
2. Side yard: 5 feet width on each side for interior lots; 15 feet for exterior side yards adjacent to streets (for corner lots that back to the rear yard of another residential lot), and 25 feet for exterior side yards adjacent to streets (for corner lots that back to the side yard of another lot...also known as “key lots”).
3. Rear yard:
 - a. Main building: 15 feet for the main building; 10 feet for the main building on lots located on knuckles and cul de sacs.
 - b. Accessory Buildings: To be located in the rear yard with a minimum of five feet (5’) separation between main building and accessory structure and a minimum of three feet (3’) from any side or rear property line. Detached garages are to be located at least five feet (5’) from the main building and behind the front building line with a minimum of twenty feet (20’) from the door face of the garage to the edge of pavement from any public roadway or alley and a minimum of three feet (3’) from side or rear property lines. Detached garages with accessory dwelling units shall be located a minimum of five feet (5’) from any property line.
 - e. Minimum dwelling Size: Minimum dwelling size (defined as enclosed, air-conditioned living space excluding garages, porches, etc.) shall be 1,600 square feet. A minimum of 30% of the total homes in this category shall be a minimum of 2,000 square feet.
 - f. Type B lots shall constitute at least 50% of the total residential lots within the development.

b. Height Regulations:

The main building shall not exceed 35 feet in height.

c. Lot Coverage:

No more than 50% of the area of each lot shall be covered by a roofed structure.

d. Parking Regulations:

1. Single-Family Dwelling Unit - A minimum of two (2) enclosed parking spaces (within a garage with garage door) placed behind the front building line and on the same lot as the main structure.
2. Other - (See Section 35 of the City Zoning Ordinance, Off-Street Parking and Loading Requirements).

e. Trees and Landscaping on Residential Lots:

The home builder shall plant two (2) three-inch (3") caliper trees on each lot (with one to be placed in the front yard) during home construction, measurements as defined by the Texas Association of Nurserymen, Guidelines and Standards. Specification for Tree installation shall be American Standard for Nursery Stock, published by the American Association of Nurserymen. In addition, on corner lots, the home builder shall plant one (1) additional three-inch (3") caliper tree to be placed in the exterior side yard, subject to the same measurement definitions.

f. Perimeter and Entryway Landscaping and Screening:

Where residential lots side or back to FM 2727, the developer shall provide a masonry screening wall at least 6 feet in height, with columns spaced every 60' along the property line to screen the homes at the time of subdivision construction (not by individual builders during construction of each home).

Landscaping shall be provided on HOA-maintained open space lots at least 10' in width located between the screening wall and FM 2727, with at least one 4"-caliper canopy tree planted every 40' and one 2"-caliper ornamental tree planted every 40' interspersed in between the canopy trees. Enhanced landscaping and development signage (on masonry walls or structures) shall be installed at the main entrances to the development off FM 2727, particularly the entrance with the median as shown on the Concept Plan. All landscaping, signage, and other entry features shall be located on HOA-maintained open space lots.

Final landscaping and screening plans shall be submitted with the construction plans and approved by the City prior to or concurrent with the final plat. Alternative forms of landscaping and screening are subject to the approval of City Council.

g. Sidewalk and Trail Requirements:

1. The homebuilder shall construct concrete sidewalks at least 5 feet in width along the street frontages of all residential lots.
2. The Developer shall construct concrete sidewalks at least 5 feet in width along the street frontages of all common (open space) lots interior to the subdivision, with the exception of lots in which a 10-foot concrete trail is provided instead.
3. The developer shall install an internal trail plan as depicted in **Exhibit "C"**. The final trail system alignment may be altered to best fit the site, however it must be in substantial conformance to the trail plan as shown. A continuous trail, which shall be concrete and at least 10 feet in width, shall be provided along the open space lot(s) adjacent to City Lakes Park and align with the City's master trail plan for City Lakes Park. From the trail along the open space lots adjacent to City Lakes Park, two continuous trails shall extend through the development to FM 2727, one trail through

the section of Type A lots and one through the section of Type B lots. The trail shall also be routed in and around the amenity center. The trail may cross streets and be routed along the fronts or sides of residential lots, where necessary. In areas where the trail is routed in front of homes, a 5' public trail easement shall be dedicated along the front of the lot to provide for the full width necessary for the 10-foot-wide trail. The trail shall be lighted and landscaped in all areas that go through HOA open space lots or City park land. Trail sections or segments that are routed along residential lots (and not wholly located in HOA/open space lots) shall be constructed as the homes adjacent to the trail sections or segments are constructed for each phase of development.

h. Open Space and Amenity Requirements

For trail sections located wholly within open space lots, the Developer shall provide landscaping and pedestrian-scale lighting along the trails through the development. Landscaping shall include 4"-caliper canopy trees at 80' intervals, with 2"-caliper ornamental trees at 80' intervals interspersed in between each canopy tree. In addition, at least five (5) benches and five (5) trash receptacles shall be placed along the trail system at regular intervals. Such landscaping, hardscaping, and lighting shall be installed on open space lots to be maintained by the HOA.

Trees shall be preserved in the open space (green-shaded) areas identified on **Exhibit "C"**, Concept Plan and to be more clearly delineated on a Tree Survey to be approved by the City at the time of preliminary platting.

On the open space lot in the rear of the development (adjacent to City Lakes Park), the Developer shall provide and construct a trail head with trails through the property, which shall connect to the sidewalk and trail system within the development and shall also provide stubs to surrounding properties to allow for future connection to the City's planned trail system. A minimum of six (6) dedicated and marked parking spaces shall be provided at the trail head. The trail head shall contain one (1) covered picnic area with a trash receptacle. The trailhead shall also include a mix of shade and ornamental trees; shrubs and groundcover may also be provided. The trailhead shall include signage and pedestrian-scale lighting. The developer shall also install a fenced dog park with at least two (2) dog stations within the dog park.

An Amenity Center for all residents of The Trails shall be provided at the area identified on **Exhibit "C"** (the Concept Plan). At minimum, the amenity center shall include a swimming pool with associated deck and seating/lounging areas, grilling station, restrooms, a pavilion, at least two (2) sports courts, at least twelve (12) dedicated parking spaces, and a mix of shade & ornamental trees, shrubs, grasses, and other groundcover. The Amenity Center shall be restricted to use by neighborhood residents only and is not eligible for credits towards Parkland Dedication and Park Development Fees.

All of the above improvements shall be detailed on landscaping plans to be provided with the construction plans prior to the final platting of each phase. The improvements are subject to City approval.

With the exception of the Amenity Center, the Developer may be eligible for credits towards Parkland Dedication and Park Development Fees for the proposed open space lots and the associated improvements outlined in this section, as well as the internal 10' trails. To receive credits, the improvements and the proposed credits for the improvements are subject to the review of the Parks and Recreation Board and the approval of City Council. All improvements to be considered for credit shall be open to the general public. In addition, the cost of these improvements shall be documented in a Facilities Agreement to be approved by the City. In no case shall the City be responsible to reimburse the Developer for improvements that exceed the cost of the eligible credits.

i. Architectural Requirements

The builder shall make an effort to avoid a monotonous feel to the development.

The same elevation shall not be repeated within five (5) houses on each side of a given house.

A minimum roof pitch of 6:12 shall be provided for the primary roof of each house.

All houses shall have a minimum of 70% masonry exterior below the plate line, and at least 50% of masonry for each façade. Masonry is defined as brick or stone. Cementitious fiber or wood-like material may be used as accent materials.

Windows or some other sort of relief or articulation shall be provided at minimum 40 ft. intervals along each floor of each façade of each house to avoid large expanses of blank wall. City staff can administratively approve exceptions that meet the spirit or intent of this requirement.

Full gutters shall be provided around each house.

All garage door panels shall include decorative features such as window inserts, full-paneled doors, accent hardware, wood or wood-like material, or a carriage-style design. The front of each house shall include at least two coach lights.

A minimum of 30% of the houses shall have a front porch with at least 60 sq. ft. of usable space excluding the entryway (defined as the 4-foot wide section of porch in front of the door). Front porches are allowed to encroach up to 5 feet into the front yard setback.

j. Mailboxes:

Cluster mailboxes shall be provided at multiple locations as per United States Post Office requirements. Mailboxes shall be located on common (open space) lots and shall be installed prior to acceptance of the public improvements.

k. Landscape requirements:

The following criteria and standards shall apply to landscape materials and installation:

- (a) All required landscaped open areas shall be completely covered with living plant material.
- (b) Plant materials shall conform to the standards of the approved plant list for the City of Kaufman (see Figure 36-2 in this Section) or as approved by the Director (or his designee), and the American Standard for Nursery Stock. Grass seed, sod and other material shall be clean and reasonably free of weeds and noxious pests and insects.
- (c) Trees shall have an average spread of crown of greater than fifteen (15) feet at maturity. Trees having a lesser average mature crown of fifteen (15) feet may be substituted by grouping the same so as to create the equivalent of fifteen (15) feet crown of spread. Large trees shall be a minimum of four (4) inches in caliper (measured twelve (12) inches above the ground) and seven (7) feet in height at time of planting. Small trees shall be a minimum of two (2) inches in caliper and five (5) feet in height.
- (d) D. Shrubs not of the dwarf variety shall be a minimum of two (2) feet in height when measured immediately after planting. Hedges, where installed for screening purposes, shall be planted and maintained so as to form a continuous, unbroken, solid visual screen, which will be three (3) feet high within two (2) years after time of planting.
- (e) Vines not intended as ground cover shall be a minimum of two (2) feet in height immediately after planting and may be used in conjunction with fences, screens, or walls to meet landscape screening requirements as set forth.
- (f) Grass areas shall be sodded, plugged, sprigged, hydro-mulched or seeded except that solid sod shall be used in swales, earthen berms or other areas subject to erosion. If grass seed is planted due to seasonal considerations that is of a temporary nature to prevent erosion (i.e. rye grass) then a permanent variety must be over seeded and established within six (6) months of the original seeding.
- (g) Ground covers used in lieu of grass in whole and in part shall be planted in such a manner as to present a finished appearance and reasonably completed coverage within one (1) year of planting.
- (h) All required landscaped open space shall be provided with adequate and inconspicuous irrigation systems. Areas totaling less than ten (10) square feet may be irrigated by other methods.
- (i) Earthen berms shall have side slopes not to exceed thirty-three and three-tenths percent (33.3%) (three (3) feet of horizontal distance for each one (1) foot of height). All berms shall contain necessary drainage provisions as may be required by the City's engineer.

I. Additional Requirements

1. Recreational vehicles, travel trailers or motor homes may not be used for on-site dwelling purposes. Recreational vehicles, travel trailers, motor homes, and trailers shall be completely enclosed within a garage or completely screened behind a fence in the side or rear yard and placed on a concrete surface. Recreational vehicles, travel trailers,

motor homes, and trailers may be temporarily placed on a residential driveway or on the street (if allowed by municipal regulations) for no longer than three (3) days in preparation for, or after return from, a vacation.

2. Open storage is prohibited (except for materials for the residents' personal use or consumption such as firewood, garden materials, farm equipment, etc., which cannot be stored in any required setback and which shall be screened from view of public streets and neighboring properties).
3. The elimination of a garage space by enclosing the garage with a stationary building wall shall be prohibited.
4. In addition to the requirements for each residential lot to have two enclosed parking spaces (within a garage), each single-family lot shall also have a minimum of two parking spaces on a paved driveway of concrete or brick pavers.
5. Carports or any other accessory structures in the front yard or exterior side yard are prohibited.
6. At the time of construction of each home, the builder shall install a minimum six-foot-tall wooden privacy fence with galvanized posts on each residential lot. The privacy fence shall not extend into the front yard setback or exterior side yard setback.
7. A Homeowners Association (HOA) shall be established to own and maintain all open spaces/common areas within the development and all improvements thereon, as well as all enhanced entryway features (i.e. development signage, enhanced landscaping, etc.), the internal trail system, masonry screening walls, detention ponds and drainage features, and all amenities (except as may be dedicated to and accepted by the City).

EXHIBIT E

Authorized Improvements with Their Estimated Costs

BUDGET ANALYSIS						10/21/2024
The Trails Kaufman						
Lots:	446		120	119	115	92
Item	Description	Project Budget	Phase 1	Phase 2	Phase 3	Phase 4
1	Erosion Control	\$323,628	\$94,922	\$78,152	\$85,124	\$65,430
2	Excavation	\$1,955,410	\$579,700	\$514,715	\$492,675	\$368,320
3	Sanitary Sewer	\$3,780,172	\$2,254,765	\$551,061	\$546,729	\$427,617
4	Water	\$2,742,370	\$735,473	\$666,733	\$661,142	\$679,023
5	Storm Drainage	\$2,663,181	\$682,497	\$1,075,016	\$550,963	\$354,705
6	Paving	\$6,453,874	\$1,596,816	\$1,642,826	\$1,608,764	\$1,605,468
7	Geotechnical Services	\$315,768	\$84,960	\$84,252	\$81,420	\$65,136
8	Engineering/Surveying/Staking	\$1,155,678	\$310,920	\$308,329	\$297,965	\$238,464
9	Franchise Utilities	\$512,900	\$138,000	\$136,850	\$132,250	\$105,800
10	Landscape	\$2,516,000	\$343,800	\$1,660,200	\$192,800	\$319,200
11	Retaining Walls	\$672,640	\$108,000	\$369,040	\$98,400	\$97,200
12	City Fees	\$537,872	\$176,567	\$136,395	\$118,738	\$106,172
13	Miscellaneous Costs	\$28,098	\$7,560	\$7,497	\$7,245	\$5,796
14	Contingency (10% of Construction Costs)	\$1,826,765	\$595,725	\$481,939	\$395,867	\$353,233
15	Developer Fee	\$490,600	\$132,000	\$130,900	\$126,500	\$101,200
DEVELOPMENT COSTS		\$25,974,956	\$7,841,704	\$7,843,906	\$5,396,582	\$4,892,764
Development Cost Per Lot		\$58,240	\$65,348	\$65,915	\$46,927	\$53,182
Reimbursements						
NET DEVELOPMENT COSTS		\$25,974,956	\$7,841,704	\$7,843,906	\$5,396,582	\$4,892,764
ADJUSTED LOT COST		\$58,240	\$65,348	\$65,915	\$46,927	\$53,182
TOTAL PRIVATE COST		\$7,809,041.56	\$2,158,006.46	\$2,098,473.17	\$1,795,638.25	\$1,756,923.68
TOTAL PUBLIC COST		\$16,665,914.40	\$5,683,697.75	\$4,245,432.45	\$3,600,944.22	\$3,135,839.99

The Trails - Kaufman																			
ITEM	PHASE 1 QUANTITY	UNIT	120 LOTS BID AMOUNT	10/21/2024 COST															
STORM SEWER																			
18" RCP	315	L.F.	\$80	\$59,500.00															
21" RCP	700	L.F.	\$95	\$63,445.00															
24" RCP	731	L.F.	\$95	\$63,445.00															
30" RCP	740	L.F.	\$130	\$96,200.00															
36" RCP	200	L.F.	\$164	\$32,800.00															
42" RCP	427	L.F.	\$175	\$74,725.00															
4' MANHOLE	4	EA.	\$6,400	\$25,600.00															
10' INLET	23	EA.	\$7,500	\$172,500.00															
30" HW	1	EA.	\$8,100	\$8,100.00															
36" HW	3	EA.	\$8,600	\$25,800.00															
42" HW	1	EA.	\$9,200	\$9,200.00															
ROCK RIP-RAP	300	SY	\$86	\$25,800.00															
BONDS 2%	2.00%	L.S.	\$669,115	\$13,382.30															
SUB-TOTAL STORM SEWER				\$682,497.30															
WATER																			
8" WATER	6193	L.F.	\$53	\$328,229.00															
8" WATER BY BORE	80	L.F.	\$200	\$16,000.00															
6" GATE VALVE	12	EA.	\$1,600	\$19,200.00															
8" GATE VALVE	29	EA.	\$2,650	\$76,850.00															
FIRE HYDRANT W/ 6" LEAD	12	EA.	\$5,250	\$63,000.00															
FITTINGS	5.16	TON	\$8,000	\$41,286.67															
SERVICES, METER BOX	120	EA.	\$1,250	\$150,000.00															
IRRIGATION METER	2	EA.	\$1,250	\$2,500.00															
WATER TESTING	6193	L.F.	\$2	\$12,386.00															
12"x8" TAPPING SLEEVE AND VALVE	2	EA.	\$5,800	\$11,600.00															
BOND 2%	2.00%	L.S.	\$721,052	\$14,421.03															
SUB-TOTAL WATER				\$735,472.70															
SANITARY SEWER																			
8" SANITARY SEWER	4,454	L.F.	\$68	\$300,645.00															
8" SANITARY SEWER EXTRA DEEP	2,880	L.F.	\$85	\$244,800.00															
4' DIA. MANHOLE	14	EA.	\$5,500	\$77,000.00															
5' DIA. MANHOLE	10	EA.	\$6,500	\$65,000.00															
SEWER LATERALS	120	EA.	\$1,200	\$144,000.00															
SEWER TV	7,334	L.F.	\$2	\$12,834.50															
SEWER TEST AND TRENCH SAFETY	7,334	L.F.	\$2	\$12,834.50															
LIFT STATION	1	EA.	\$1,100,000	\$1,100,000.00															
FORCE MAIN	4,608	LF	\$55	\$253,440.00															
BONDS 2%	2.00%	L.S.	\$2,210,554	\$44,211.08															
SUB-TOTAL SANITARY SEWER				\$2,254,765.08															
EXCAVATION																			
CLEARING & GRUBBING	30	ACRE	\$1,200	\$36,000.00															
SITE EXCAVATION	65000	C.Y.	\$4	\$227,500.00															
LOT GRADING	120	EA.	\$385	\$46,200.00															
MOISTURE CONDITIONING	120	EA.	\$2,250	\$270,000.00															
SUB-TOTAL EXCAVATION				\$579,700.00															
RETAINING WALLS																			
RETAINING WALLS 2'	4000	S.F.	\$18	\$72,000.00															

RETAINING WALLS 3'	1800	S.F.	\$20	\$36,000.00
SUB-TOTAL WALLS				\$108,000.00
PAVING				
MOBILIZATION	1	EA.	\$25,000	\$25,000.00
6" PVMT	20,049	S.Y.	\$52	\$1,042,559.56
LIME STABILIZATION	22,277	S.Y.	\$4	\$89,107.65
LIME	405	TON	\$306	\$123,940.65
5' SIDEWALK	1250	S.F.	\$8	\$10,000.00
10' SIDEWALK	15000	SF	\$8	\$120,000.00
BARRIER FREE RAMP	29	EA.	\$2,550	\$73,950.00
TURN LANE ASPHALT PAVING	1231	SY	\$45	\$55,410.00
STRIPING		LF	\$10	\$0.00
2" OVERLAY	2603	SY	\$10	\$26,027.78
BONDS 2%	2.00%		\$1,540,996	\$30,819.91
SUB-TOTAL PAVING				\$1,596,815.55
EROSION CONTROL				
SILT FENCES	8800	L.F.	\$3	\$26,400.00
CONSTRUCTION ENTRANCE	1	L.S.	\$3,000	\$3,000.00
INLET PROTECTION	23	EACH	\$250	\$5,750.00
REVEGETATION AND CURLEX	12386	EACH	\$2	\$24,772.00
ROCK CHECK DAM	2	EACH	\$1,500	\$3,000.00
S/WPPP & INSPECTIONS	1	EACH	\$2,000	\$2,000.00
EROSION MAINTANANCE	1	EACH	\$30,000	\$30,000.00
SUB-TOTAL EROSION				\$94,322.00
SCREENING WALL				
BRICK SCREENING WALL	740	L.F.	\$150	\$111,000.00
ENTRY FEATURE	2	L.S.	\$20,000	\$40,000.00
SUB-TOTAL SCREENING WALL				\$151,000.00
LANDSCAPING				
PLANTS MATERIALS	1	L.S.	\$10,000	\$100,000.00
IRRIGATION	1	L.S.	\$50,000	\$50,000.00
MAINTENANCE FOR ONE YEAR	4	L.S.	\$5,000	\$10,000.00
STREET SIGN	12	EA.	\$400	\$4,800.00
STREET LIGHTING	14	EA.	\$2,000	\$28,000.00
SUB-TOTAL LANDSCAPING				\$192,800.00
TOTAL				\$6,395,972.63
CONTINGENCY	10.00%			\$595,725.06
CONSTRUCTION ESTIMATE				\$6,991,697.69
SOFT COSTS				
CITY INSPECTION FEE	1	LS	\$158,087	\$158,087
CITY REVIEW FEES	1	LS	\$18,480	\$18,480.00
ENGINEERING/STUDIES	120	LOT	\$1,500	\$180,000.00
GEOTECH + FINAL REPORT	1	LS	\$54,960	\$54,960.00
SURVEYING	120	LOT	\$550	\$66,000.00
CONSTRUCTION STAKES	1	LS	\$64,920	\$64,920.00
MANAGEMENT FEE	120	LOT	\$1,100	\$132,000.00
MATERIAL TESTING	1	LS	\$30,000	\$30,000.00
INSURANCE	1	LS	\$7,560	\$7,560.00
TELECOM	120	LOT	\$150	\$18,000.00
ELECTRIC CONDUIT & PADS	120	LOT	\$1,000	\$120,000.00
SUB-TOTAL MISC.				\$850,006.52
TOTAL				\$7,841,704
COST PER LOT				\$65,348

The Trails - Kaufman	PHASE 2	119 LOTS		10/21/2024	TOTAL PRIVATE COST	\$2,098,473.17
ITEM	QUANTITY	UNIT	BID AMOUNT	COST	TOTAL PUBLIC COST	\$4,245,432.45
STORM SEWER					PARTIAL PUBLIC/PRIVATE	
18" RCP	770	L.F.	\$80	\$61,600.00		
21" RCP	155	L.F.	\$85	\$13,175.00		
24" RCP	295	L.F.	\$95	\$28,025.00		
30" RCP	980	L.F.	\$130	\$127,400.00		
36" RCP	333	L.F.	\$164	\$54,612.00		
42" RCP	390	L.F.	\$175	\$68,250.00		
54" RCP	722	L.F.	\$290	\$209,380.00		
60" RCP	333	L.F.	\$365	\$121,545.00		
66" RCP	200	L.F.	\$425	\$85,000.00		
4' MANHOLE	2	EA.	\$6,400	\$12,800.00		
5' MANHOLE	2	EA.	\$7,500	\$15,000.00		
10' INLET	24	EA.	\$7,500	\$180,000.00		
4' WYE INLET	1	EA.	\$7,500	\$7,500.00		
54" HW	2	EA.	\$5,200	\$10,400.00		
60" HW	1	EA.	\$6,500	\$6,500.00		
66" HW	3	EA.	\$7,500	\$22,500.00		
REMOVE HEADWALL	1	EA.	\$1,500	\$6,500.00		
ROCK RIP-RAP	250	SY	\$95	\$23,750.00		
BONDS 2%	2.00%	L.S.	\$1,053,937	\$21,078.74		
SUB-TOTAL STORM SEWER				\$1,075,015.74		
WATER						
8" WATER	6288	L.F.	\$53	\$333,264.00		
6" GATE VALVE	9	EA.	\$1,600	\$14,400.00		
8" GATE VALVE	20	EA.	\$2,650	\$53,000.00		
FIRE HYDRANT W/ 6" LEAD	9	EA.	\$5,250	\$47,250.00		
FITTINGS	5.24	TON	\$8,000	\$41,920.00		
SERVICES, METER BOX	119	EA.	\$1,250	\$148,750.00		
IRRIGATION METER	2	EA.	\$1,250	\$2,500.00		
WATER TESTING	6288	L.F.	\$2	\$12,576.00		
BOND 2%	2.00%	L.S.	\$653,660	\$13,073.20		
SUB-TOTAL WATER				\$666,733.20		
SANITARY SEWER						
8" SANITARY SEWER	4,436	L.F.	\$68	\$299,430.00		
4' DIA. MANHOLE	15	EA.	\$5,500	\$82,500.00		
SEWER LATERALS	119	EA.	\$1,200	\$142,800.00		
SEWER TV	4,436	L.F.	\$2	\$7,763.00		
SEWER TEST AND TRENCH SAFETY	4,436	L.F.	\$2	\$7,763.00		
BONDS 2%	2.00%	L.S.	\$540,256	\$10,805.12		
SUB-TOTAL SANITARY SEWER				\$551,061.12		

EXCAVATION				
CLEARING & GRUBBING	32	ACRE	\$1,200	\$38,400.00
SITE EXCAVATION	55000	C.Y.	\$4	\$192,500.00
LOT GRADING	119	EA.	\$385	\$45,815.00
MOISTURE CONDITIONING	119	EA.	\$2,000	\$238,000.00
SUB-TOTAL EXCAVATION				\$514,715.00
RETAINING WALLS				
RETAINING WALLS 2'	4280	S.F.	\$18	\$77,040.00
RETAINING WALLS 3'	2000	S.F.	\$20	\$40,000.00
RETAINING WALLS 6'	6000	S.F.	\$22	\$132,000.00
RETAINING WALLS 8'	5000	S.F.	\$24	\$120,000.00
SUB-TOTAL WALLS				\$369,040.00
PAVING				
MOBILIZATION	1	EA.	\$25,000	\$25,000.00
6"- 3600 P.S.I. P.V.M.T	17,544	S.Y.	\$58	\$1,008,805.56
LIME STABILIZATION	19,494	S.Y.	\$5	\$87,722.22
LIME	354	TON	\$285	\$101,013.47
5' WIDE SIDEWALK	2650	S.F.	\$9	\$23,850.00
10' WIDE SIDEWALK	34807	S.F.	\$9	\$313,263.00
BARRIER FREE RAMP	19	EA.	\$2,550	\$48,450.00
CONNECT TO EXISTING	2	EA.	\$1,500	\$3,000.00
BONDS 2%	2.00%		\$1,586,104	\$31,722.08
SUB-TOTAL PAVING				\$1,642,826.33
EROSION CONTROL				
SILT FENCES	2000	L.F.	\$3	\$6,000.00
CONSTRUCTION ENTRANCE	1	L.S.	\$3,000	\$3,000.00
INLET PROTECTION	25	EACH	\$250	\$6,250.00
REVEGETATION AND CURLEX	12576	EACH	\$2	\$25,152.00
ROCK CHECK DAM	4	EACH	\$1,500	\$6,000.00
SWPPP & INSPECTIONS	1	EACH	\$2,000	\$2,000.00
EROSION MAINTANANCE	1	EACH	\$29,750	\$29,750.00
SUB-TOTAL EROSION				\$78,152.00
LANDSCAPING				
PLANTS MATERIALS	1	L.S.	\$10,000	\$10,000.00
IRRIGATION	1	L.S.	\$50,000	\$50,000.00
MAINTENANCE FOR ONE YEAR	4	L.S.	\$5,000	\$10,000.00
COVERED PICNIC TABLE	1	EA	\$20,000	\$20,000.00
BENCHES	3	EA	\$1,500	\$4,500.00
DOG PARK FENCE	500	LF	\$50	\$25,000.00

The Trails - Kaufman										TOTAL PRIVATE COST	\$1,795,638.26
ITEM	PHASE 3 QUANTITY	UNIT	BID AMOUNT	COST	10/21/2024					TOTAL PUBLIC COST	\$3,600,944.22
										PARTIAL PUBLIC/PRIVATE	
STORM SEWER											
18" RCP	1140	L.F.	\$80	\$52,020.00							
21" RCP	612	L.F.	\$85	\$24,795.00							
24" RCP	261	L.F.	\$95	\$24,795.00							
30" RCP	285	L.F.	\$130	\$37,050.00							
36" RCP	375	L.F.	\$164	\$61,500.00							
4' MANHOLE	2	E.A.	\$6,400	\$12,800.00							
10' INLET	26	E.A.	\$7,500	\$196,000.00							
6"W/E INLET	1	E.A.	\$75,500	\$75,500.00							
18" HW	1	E.A.	\$3,500	\$3,500.00							
36" HW	2	E.A.	\$4,100	\$8,200.00							
60" HW	1	E.A.	\$6,500	\$6,500.00							
POND OUTLET	1	E.A.	\$10,000	\$10,000.00							
ROCK RIP-RAP	300	S.Y.	\$95	\$28,500.00							
BONDS 2%	2.00%	L.S.	\$540.160	\$10,803.20							
SUB-TOTAL STORM SEWER				\$560,963.20							
WATER											
8" WATER	5531	L.F.	\$53	\$293,143.00							
6" GATE VALVE	20	E.A.	\$1,600	\$32,000.00							
8" GATE VALVE	9	E.A.	\$2,650	\$23,850.00							
FIRE HYDRANT W/ 6" LEAD	20	E.A.	\$5,250	\$105,000.00							
FITTINGS	4.61	TON	\$8,000	\$36,873.33							
SERVICES, METER BOX	115	E.A.	\$1,250	\$143,750.00							
IRRIGATION METER	2	E.A.	\$1,250	\$2,500.00							
WATER TESTING	5631	L.F.	\$2	\$11,062.00							
BOND 2%	2.00%	L.S.	\$648.178	\$12,963.57							

WATER TESTING	5531	L.F.	\$2	\$11,062.00
BOND 2%	2.00%	L.S.	\$648,178	\$12,963.57
SUB-TOTAL WATER				\$661,141.90
SANITARY SEWER				
8" SANITARY SEWER	4,479	L.F.	\$68	\$302,332.50
4' DIA. MANHOLE	11	EA.	\$5,500	\$60,500.00
5' DIA. MANHOLE	3	EA.	\$6,500	\$19,500.00
SEWER LATERALS	115	EA.	\$1,200	\$138,000.00
SEWER TV	4,479	L.F.	\$2	\$7,838.25
SEWER TEST AND TRENCH SAFETY	4,479	L.F.	\$2	\$7,838.25
BONDS 2%	2.00%	L.S.	\$536,009	\$10,720.18
SUB-TOTAL SANITARY SEWER				\$546,729.18
EXCAVATION				
CLEARING & GRUBBING	32	ACRE	\$1,200	\$38,400.00
SITE EXCAVATION	52000	C.Y.	\$4	\$182,000.00
LOT GRADING	115	EA.	\$385	\$44,275.00
MOISTURE CONDITIONING	114	EA.	\$2,000	\$228,000.00
SUB-TOTAL EXCAVATION				\$492,675.00
RETAINING WALLS				
RETAINING WALLS 1-4'	1200	S.F.	\$18	\$21,600.00
RETAINING WALLS 4'-5'	3840	S.F.	\$20	\$76,800.00
SUB-TOTAL WALLS				\$98,400.00
PAVING				
MOBILIZATION	1	EA.	\$25,000	\$25,000.00
6"-3600 P.S.I. PVMT	19,287	S.Y.	\$58	\$1,108,976.94
LIME STABILIZATION	21,430	S.Y.	\$5	\$96,432.78
LIME	390	TON	\$285	\$111,043.80
STAMPED CONCRETE @ ENTRIES	2	EA	\$4,000	\$8,000.00
5' SIDEWALK	600	S.F.	\$9	\$5,400.00
10' SIDEWALK	19324	SF	\$9	\$173,916.00
BARRIER FREE RAMP	19	EA.	\$2,550	\$48,450.00
BONDS 2%	2.00%		\$1,577,220	\$31,544.39
SUB-TOTAL PAVING				\$1,608,763.92
EROSION CONTROL				
SILT FENCES	6000	L.F.	\$3	\$18,000.00
CONSTRUCTION ENTRANCE	1	L.S.	\$3,000	\$3,000.00
INLET PROTECTION	27	EACH	\$250	\$6,750.00
REVEGETATION AND CURLEX	11062	EACH	\$2	\$22,124.00
ROCK CHECK DAM	3	EACH	\$1,500	\$4,500.00
SWPPP & INSPECTIONS	1	EACH	\$2,000	\$2,000.00
EROSION MAINTANANCE	1	EACH	\$28,750	\$28,750.00
SUB-TOTAL EROSION				\$85,124.00
LANDSCAPING				
PLANTS MATERIALS	1	L.S.	\$10,000	\$100,000.00
IRRIGATION	1	L.S.	\$50,000	\$50,000.00
MAINTENANCE FOR ONE YEAR	4	L.S.	\$5,000	\$10,000.00
STREET SIGN	12	EA.	\$400	\$4,800.00
STREET LIGHTING	14	EA.	\$2,000	\$28,000.00

[illegible]

EXCAVATION				
CLEARING & GRUBBING	22	ACRE	\$1,200	\$26,400.00
SITE EXCAVATION	35000	C.Y.	\$4	\$122,500.00
LOT GRADING	92	EA.	\$385	\$35,420.00
MOISTURE CONDITIONING	92	EA.	\$2,000	\$184,000.00
SUB-TOTAL EXCAVATION				\$368,320.00
RETAINING WALLS				
RETAINING WALLS 1-4'	5400	S.F.	\$18	\$97,200.00
SUB-TOTAL WALLS				\$97,200.00
PAVING				
MOBILIZATION	1	EA.	\$25,000	\$25,000.00
6"- 3600 P.S.I. PVMT	19,287	S.Y.	\$58	\$1,108,976.94
LIME STABILIZATION	21,430	S.Y.	\$5	\$96,432.78
LIME	390	TON	\$285	\$111,043.80
STAMPED CONCRETE @ ENTRIES	2	E.A	\$4,000	\$8,000.00
5' SIDEWALK	600	S.F.	\$9	\$5,400.00
10' SIDEWALK	9802	SF	\$9	\$88,218.00
BARRIER FREE RAMP	19	EA.	\$2,550	\$48,450.00
TURN LANE ASPHALT PAVING	400	SY	\$95	\$38,000.00
STRIPING	7250	LF	\$2	\$14,500.00
2" OVERLAY	2997	SY	\$10	\$29,966.67
BONDS 2%	2.00%		\$1,573,988	\$31,479.76
SUB-TOTAL PAVING				\$1,605,467.96
EROSION CONTROL				
SILT FENCES	3500	L.F.	\$3	\$10,500.00
CONSTRUCTION ENTRANCE	1	L.S.	\$3,000	\$3,000.00
INLET PROTECTION	21	EACH	\$250	\$5,250.00
REVEGETATION AND CURLEX	8590	EACH	\$2	\$17,180.00
ROCK CHECK DAM	3	EACH	\$1,500	\$4,500.00
SWPPP & INSPECTIONS	1	EACH	\$2,000	\$2,000.00
EROSION MAINTANANCE	1	EACH	\$23,000	\$23,000.00
SUB-TOTAL EROSION				\$65,430.00
SCREENING WALL				
BRICK SCREENING WALL	640	L.F.	\$150	\$96,000.00
ENTRY FEATURE	2	L.S.	\$20,000	\$40,000.00
SUB-TOTAL SCREENING WALL				\$136,000.00

SCREENING WALL				
BRICK SCREENING WALL	640	L.F.	\$150	\$96,000.00
ENTRY FEATURE	2	L.S.	\$20,000	\$40,000.00
SUB-TOTAL SCREENING WALL				\$136,000.00
LANDSCAPING				
PLANTS MATERIALS	1	L.S.	\$10,000	\$100,000.00
IRRIGATION	1	L.S.	\$50,000	\$50,000.00
MAINTENANCE FOR ONE YEAR	4	L.S.	\$5,000	\$10,000.00
STREET SIGN	8	EA.	\$400	\$3,200.00
STREET LIGHTING	10	EA.	\$2,000	\$20,000.00
SUB-TOTAL LANDSCAPING				\$183,200.00
TOTAL				\$3,916,962.10
CONTINGENCY	10.00%			\$353,233.21
CONSTRUCTION ESTIMATE				\$4,270,195.31
SOFT COSTS				
CITY INSPECTION FEE	1	LS	\$92,004	\$92,004
CITY REVIEW FEES	1	LS	\$14,168	\$14,168.00
ENGINEERING/STUDIES	92	LOT	\$1,500	\$138,000.00
GEOTECH + FINAL REPORT	1	LS	\$42,136	\$42,136.00
SURVEYING	92	LOT	\$550	\$50,600.00
CONSTRUCTION STAKES	1	LS	\$49,864	\$49,864.00
MANAGEMENT FEE	92	LOT	\$1,100	\$101,200.00
MATERIAL TESTING	1	LS	\$23,000	\$23,000.00
INSURANCE	1	LS	\$5,796	\$5,796.00
TELECOM	92	LOT	\$150	\$13,800.00
ELECTRIC CONDUIT & PADS	92	LOT	\$1,000	\$92,000.00
SUB-TOTAL MISC.				\$622,568.36
TOTAL				\$4,892,764
COST PER LOT				\$53,182

EXHIBIT F

HOME BUYER DISCLOSURE PROGRAM

The Developer of The Trails II Public Improvement District (the “PID”) shall record notice of the PID in the appropriate land records for the Property. The Developer shall require in its contracts with builders within the PID that the builders provide notice to prospective homebuyers in accordance with the following minimum requirements:

1. Attach the Recorded Notice of the Authorization and Establishment of the PID and the final Assessment Roll for such Assessed Parcel (or if the Assessment Roll is not available for such Assessed Parcel, then a schedule showing the maximum 30-year payment for such Assessed Parcel) in an addendum to each residential homebuyer’s contract on brightly colored paper.
2. Collect a copy of the addendum signed by each buyer from homebuilders and provide to the City.
3. Require signage indicating that the Property for sale is located in a special assessment district and require that such signage be located in conspicuous places in all model homes.
4. If the homebuilders estimate monthly ownership costs, they must include special assessments in estimated property taxes.
5. Notify Settlement Companies that they are required to include special taxes on HUD 1 forms and include in total estimated taxes for the purpose of setting up tax escrows.

|

EXHIBIT G

CONSENT AND AGREEMENT OF LANDOWNERS

This Consent and Agreement of Landowner is issued by _____, A _____, as the landowner (the “Landowner”) who collectively hold record title to all property located within The Trails II Public Improvement District] (the “PID”) created by the City of Kaufman pursuant to a petition of Landowner. Capitalized terms used herein and not otherwise defined shall have the meaning given to such terms in the City’s ordinance levying assessments on property within the PID, dated _____, 2024, including the Service and Assessment Plan and Assessment Rolls attached thereto (the “Assessment Ordinance”). [TO BE EXECUTED PRIOR TO THE LEVY OF ASSESSMENTS FOR EACH SERIES OF BONDS WITH EACH PID]

Landowner hereby declare and confirm that they collectively hold record title to all property in the PID which are subject to the Assessment Ordinances, as set forth on Exhibit A. Further, Landowner hereby ratify, declare, consent to, affirm, agree to and confirm each of the following:

1. The creation and boundaries of the PID, the boundaries of each Assessed Property, and the Authorized Improvements for which the Assessments are being made, as set forth in the Service and Assessment Plan.
2. The determinations and findings as to benefits by the City in the Assessment Ordinance and the Service and Assessment Plan.
3. The Assessment Ordinance and the Service and Assessment Plan and Assessment Roll.
4. The right, power and authority of the City Council to adopt the Assessment Ordinances and the Service and Assessment Plans and Assessment Roll;
5. Each Assessment levied on each Assessed Property as shown in the Service and Assessment Plan (including interest and Administrative Expenses as identified in the Service and Assessment Plan and as updated from time to time as set forth in the Service and Assessment Plan).
6. The Authorized Improvements specially benefit the Assessed Property in an amount in excess of the Assessment levied on each Assessed Property, as such Assessments are shown on the Assessment Roll.
7. Each Assessment is final, conclusive and binding upon such Landowners, regardless of whether such Landowners may be required to pay Assessments under certain circumstances pursuant to the Service and Assessment Plan.
8. The then-current owner of each Assessed Property shall pay the Assessment levied on the Assessed Property owned by it when due and in the amount required by and stated in the Service and Assessment Plan and the Assessment Ordinance.

9. Delinquent installments of the Assessment shall incur and accrue interest, penalties, and attorney's fees as provided in the PID Act.
10. The "Annual Installments" of the Assessments may be adjusted, decreased and extended in accordance with the Service and Assessment Plan, and the then current owner of each Assessed Property shall be obligated to pay its revised amounts of the Annual Installments, when due, and without the necessity of further action, assessments or reassessments by the City.
11. All notices required to be provided to it under the PID Act have been received and to the extent of any defect in such notice, Landowners hereby waive any notice requirements and consents to all actions taken by the City with respect to the creation of the PID and the levy of the Assessments.
12. That the resolution creating the PID, the Ordinance levying the Assessments, the Service and Assessment Plan and a Notice of Creation of Special Assessment District and Imposition of Special Assessment to be provided by the City, shall be filed in the records of the County Clerk of Kaufman County, with copies of the recorded documents delivered to the City promptly after receipt thereof by the recording party, as a lien and encumbrance against the Assessed Property.
13. Each Assessed Property owned by the Landowner identified in the Service and Assessment Plan and Assessment Roll are wholly within the boundaries of the PID.
14. There are no Parcels owned by the Landowners within the boundaries of the PID that are not identified in the Service and Assessment Plan and the Assessment Roll.
15. Each Parcel owned by the Landowners identified in the Service and Assessment Plan and Assessment Roll against which no Assessment has been levied was Non-Benefited Property as of _____, 20__.

Originals and Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

[Execution page follows]

IN WITNESS WHEREOF, the undersigned has caused this Agreement and Consent of Landowner to be executed as of _____, 2024.

[Developer Signature Block]

STATE OF TEXAS §
 §
COUNTY OF KAUFMAN §

This instrument was acknowledged before me on the ____ day of _____, 2024
by _____, as, a Texas limited liability company on behalf of said company.

Notary Public, State of Texas



Meeting
Date: 11/25/2024

Date: 11/05/2024

Item #: 16.

Dept.: Administration

Resolution

SUBJECT:

Conduct a public hearing, consider, and take appropriate action on Resolution R-31-24, a resolution of the City Council of the City of Kaufman, Texas, for the dissolution of the City of Kaufman Public Improvement District Number Five within the extraterritorial jurisdiction of the City of Kaufman, Texas, on an approximate 73.09 acres of land situated in the Thomas Beedy Survey, Abstract No. 21, Kaufman County, Texas and as more particularly described by a metes and bounds description available at Kaufman City Hall; setting a date for and authorizing the issuance of notice of Public Hearing by the City Secretary of Kaufman, Texas. (The Trails Development)

BACKGROUND:

Public Improvement District No. 5 (PID #5) was established on April 22, 2024 for the 73.09-acre development known as The Trails. As provided for in the First Amended and Restated Development Agreement for The Trails, the development is expanding onto the adjacent 59.01-acre tract, to provide for a larger development over a total of 132.10 acres. As such, the original PID #5 needs to be dissolved to allow for a newly-formed and expanded PID #5 to be created in its place. This Resolution provides for the dissolution of the original PID #5.

Author:
Mike Holder, City Manager

Reviewed:
Mike Holder, City Manager

Cost:

Funds Available:

Source:

Recommendation: Staff recommends approval of Resolution R-31-24 to dissolve Public Improvement District No. 5.

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

RESOLUTION NO. R-31-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KAUFMAN, TEXAS, AUTHORIZING THE DISSOLUTION OF A PUBLIC IMPROVEMENT DISTRICT IN ACCORDANCE WITH CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE (CITY OF KAUFMAN PUBLIC IMPROVEMENT DISTRICT NO. 5); PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE. ("THE TRAILS")

WHEREAS, the City of Kaufman, Texas (the "*City*"), is authorized under Chapter 372 of the Texas Local Government Code, as amended (the "*Act*"), to dissolve a public improvement district ("*PID*") within its corporate limits and extraterritorial jurisdiction; and

WHEREAS, on April 22, 2024, the City approved the creation of City of Kaufman Public Improvement District No. 5 (the "*District*") by Resolution No. R-12-24; and

WHEREAS, on October 24, 2024, the City received a petition from Tejas Wycliff Properties, LLC, a Texas limited liability company, the owner of approximately 73.09 acres located in the extraterritorial jurisdiction of the City (the "*Petitioner*"), submitted and filed with the City Secretary of the City a petition (the "*Petition*") requesting the dissolution of the District located in the extraterritorial jurisdiction of the City, such District to include the property described by metes and bounds in Exhibit "A" and depicted in Exhibit "B" (the "*Property*"), each attached hereto and incorporated herein for all purposes; and

WHEREAS, the City Council of the City (the "*City Council*") received the Petition which was signed by the owners of more than 50% of the appraised value of the taxable real property liable for assessment and the record owners of more than 50% of the area of all taxable real property within the District that is liable for assessment, and as such, the Petition complies with the Act; and

WHEREAS, on October 28, 2024, the City Council accepted the Petition and called a public hearing for November 25, 2024, on the dissolution of the District and the advisability of the improvements; and

WHEREAS, notice of the hearing was published in a newspaper of general circulation in the City in which the District is to be located on November 7, 2024; and,

WHEREAS, on November 8, 2024, notice to the owners of property within the proposed District was sent by first-class mail to the owners of 100% of the property subject to assessment under the proposed District containing the information required by the Act such that such owners had actual knowledge of the public hearing to be held on November 25, 2024; and

WHEREAS, on November 25, 2024, the City Council held such public hearing on the dissolution of the District and heard any comments or objections thereto;

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

SECTION 1. That the findings set forth in the recitals of this Resolution are found to be true and correct.

SECTION 2. That the Petition submitted to the City by the Petitioner was filed with the City Secretary and complies with the Act.

SECTION 3. That pursuant to the requirements of the Act, including, without limitation, Sections 372.006, 372.009(a), and 372.009(b), the City Council, after considering the Petition and any evidence and testimony presented at the public hearing on November 25, 2024, hereby finds and declares: it is advisable to dissolve the District.

SECTION 4. That a Public Improvement District known as “**City of Kaufman Public Improvement District No. 5**” (The Trails) is hereby dissolved under the Act in accordance with the findings set forth in this Resolution as to the advisability of the dissolution.

SECTION 5. The City Council hereby authorizes and directs the City Secretary to give notice of the authorization for the dissolution of the District by recording this Resolution in the Official Public Records of Kaufman County, Texas.

SECTION 7. This Resolution shall be in full force and effect from and after its passage, and it is accordingly so resolved.

DULY RESOLVED by the City Council of the City of Kaufman, Texas, on the 25th day of November, 2024.

Jeff Jordan
Mayor

ATTEST:

Jessie Hanks
City Secretary

APPROVED AS TO FORM:

Patricia A. Adams
City Attorney

STATE OF TEXAS §

COUNTY OF KAUFMAN §

Before me, the undersigned authority, on this day personally appeared Jeff Jordan, Mayor of the City of Kaufman, Texas, known to me to be such persons who signed the above and acknowledged to me that such persons executed the above and foregoing Resolution in my presence for the purposes stated therein.

Given under my hand and seal of office this
_____.

Notary Public, State of Texas

[NOTARY STAMP]

EXHIBIT A

Metes and Bounds Description

BEING 73.09 ACRES OF LAND LOCATED IN THE THOMAS BEEDY SURVEY, ABSTRACT NO. 21, KAUFMAN COUNTY, TEXAS AND BEING PART OF THE PROPERTY DESCRIBED IN WARRANTY DEED RECORDED IN VOLUME 2583, PAGE 440, OFFICIAL PUBLIC RECORDS OF KAUFMAN COUNTY, TEXAS AND ALL OF THE PROPERTY DESCRIBED IN WARRANTY DEED RECORDED IN VOLUME 6568, PAGE 353, OFFICIAL PUBLIC RECORDS OF KAUFMAN COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND 1/2 INCH IRON ROD AT THE SOUTH CORNER OF SAID 138.451 ACRE TRACT RECORDED IN VOLUME 2583, PAGE 440, AT THE EAST CORNER OF THE DAVID NALLS TRACT RECORDED IN VOLUME 3395, PAGE 289 AND IN THE NORTHWEST R.O.W. OF FARM TO MARKET 2727;

THENCE NORTH 47 DEGREES 11 MINUTES 43 SECONDS WEST, 1346.01 FEET TO A FOUND CAPPED 1/2 INCH IRON ROD;

THENCE SOUTH 44 DEGREES 07 MINUTES 47 SECONDS WEST, 517.35 FEET TO A FOUND 3/8 INCH IRON ROD;

THENCE NORTH 47 DEGREES 09 MINUTES 56 SECOND WEST, 1463.96 FEET TO A 8 INCH POST FOR CORNER;

THENCE NORTH 43 DEGREES 56 MINUTES 17 SECONDS EAST, 1617.61 FEET TO A SET 1/2 INCH IRON ROD;

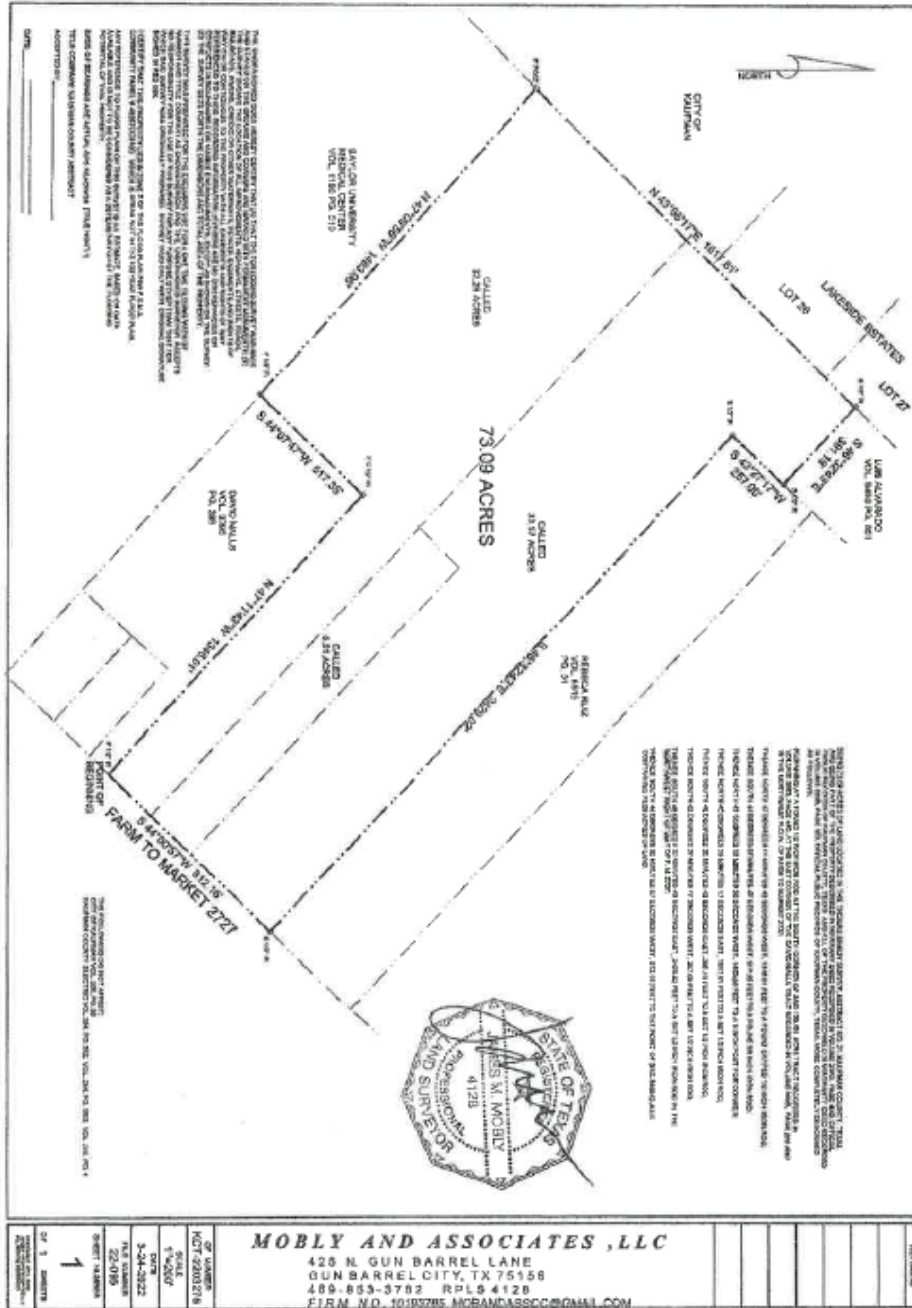
THENCE SOUTH 46 DEGREES 32 MINUTES 43 SECONDS EAST, 381.18 FEET TO A SET 1/2 INCH IRON ROD;

THENCE SOUTH 43 DEGREES 27 MINUTES 17 SECONDS WEST, 257.00 FEET TO A SET 1/2 INCH IRON ROD;

THENCE SOUTH 46 DEGREES 32 MINUTES 43 SECONDS EAST, 2429.02 FEET TO A SET 1/2 INCH IRON ROD IN THE NORTHWEST RIGHT OF WAY OF F.M. 2727;

THENCE SOUTH 44 DEGREES 00 MINUTES 57 SECONDS WEST, 812.16 FEET TO THE POINT OF BEGINNING AND CONTAINING 73.09 ACRES OF LAND.

Property Depiction





Meeting
Date: 11/25/2024

Date: 11/05/2024

Item #: 17.

Dept.: Administration

Resolution

SUBJECT:

Conduct a public hearing, consider, and take appropriate action on Resolution R-32-24, a resolution of the City Council of the City of Kaufman, Texas, for the creation of the City of Kaufman Public Improvement District Number Five within the extraterritorial jurisdiction of the City of Kaufman, Texas, on an approximate 132.10 acres of land situated in the Thomas Beedy Survey, Abstract No. 21, Kaufman County, Texas, comprised of two tracts of land more particularly described by metes and bounds descriptions available at Kaufman City Hall; setting a date for and authorizing the issuance of notice of Public Hearing by the City Secretary of Kaufman, Texas. (The Trails Development)

BACKGROUND:

Public Improvement District No. 5 (PID #5) was established on April 22, 2024 for the 73.09-acre development known as The Trails. As provided for in the First Amended and Restated Development Agreement for The Trails, the development is expanding onto the adjacent 59.01-acre tract, to provide for a larger development over a total of 132.10 acres. With the abandonment of the original PID #5, this Resolution provides for the creation of a new PID #5 over the total 132.10 acre development site.

Author:
Mike Holder, City Manager

Reviewed:
Mike Holder, City Manager

Cost:

Funds Available:

Source:

Recommendation: Staff recommends approval of Resolution R-32-24 to create Public Improvement District No. 5 on 132.10 acres.

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

RESOLUTION NO. R-12-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KAUFMAN, TEXAS, AUTHORIZING AND CREATING A PUBLIC IMPROVEMENT DISTRICT IN ACCORDANCE WITH CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE (CITY OF KAUFMAN PUBLIC IMPROVEMENT DISTRICT NO. 5); PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE. ("THE TRAILS")

WHEREAS, the City of Kaufman, Texas (the "*City*"), is authorized under Chapter 372 of the Texas Local Government Code, as amended (the "*Act*"), to create a public improvement district ("*PID*") within its corporate limits and its extraterritorial jurisdiction; and

WHEREAS, on October 24, 2024, the City received a petition from Tejas Wycliff Properties, LLC, a Texas limited liability company, the owner of Tract I (described herein) and GSI Baylor LLC, a Texas limited liability company, an owner of Tract II (described herein), submitted and filed with the City Secretary of the City a petition (the "*Petition*") requesting the establishment of a PID (the "*District*") located in the extraterritorial jurisdiction of the City; collectively Tract I and Tract II consist of 132.10 acres of land and are referred to as the "*Property*" (hereinafter the "*Petition*"). Tract I, is more specifically described as being an approximate 73.09 acres of land situated in the Thomas Beedy Survey, Abstract No. 21, Kaufman County, Texas, and located in the extraterritorial jurisdiction of the City ("*Tract I*"); and (ii) Tract II, is more specifically described as being an approximate 59.02 acres of land situated in the Thomas Beedy Survey, Abstract No. 21, Kaufman County, Texas, being a portion of a certain called 224 acre tract of land conveyed by deed and recorded in Volume 338, Page 324 of the Deed Records of Kaufman County, and located in the extraterritorial jurisdiction of the City, such District to include the property described by metes and bounds in Exhibit "A" and depicted in Exhibit "B" (the "*Property*"), each attached hereto and incorporated herein for all purposes; and

WHEREAS, the City Council of the City (the "*City Council*") received the Petition which was signed by the owners of more than 50% of the appraised value of the taxable real property liable for assessment and the record owners of more than 50% of the area of all taxable real property within the District that is liable for assessment, and as such, the Petition complies with the Act; and

WHEREAS, on October 28, 2024, the City Council accepted the Petition and called a public hearing for November 25, 2024, on the creation of the District and the advisability of the improvements; and

WHEREAS, notice of the hearing was published in a newspaper of general circulation in the City in which the District is to be located on November 7, 2024; and,

WHEREAS, on November 8, 2024, notice to the owners of property within the proposed District was sent by first-class mail to the owners of 100% of the property subject to assessment under the proposed District containing the information required by the Act such that such owners had actual knowledge of the public hearing to be held on November 25, 2024; and

WHEREAS, on November 25, 2024, the City Council held such public hearing on the creation of the District and heard any comments or objections thereto;

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

SECTION 1. That the findings set forth in the recitals of this Resolution are found to be true and correct.

SECTION 2. That the Petition submitted to the City by the Petitioner was filed with the City Secretary and complies with the Act.

SECTION 3. That pursuant to the requirements of the Act, including, without limitation, Sections 372.006, 372.009(a), and 372.009(b), the City Council, after considering the Petition and any evidence and testimony presented at the public hearing on November 25, 2024, hereby finds and declares:

(a) *Advisability of the Proposed Improvements.* It is advisable to create the District to provide the Authorized Improvements (as described below). The Authorized Improvements are feasible and desirable and will promote the interests of the City and will confer a special benefit on the Property.

(b) *General Nature of the Authorized Improvements.* The general nature of the proposed public improvements (collectively, the “Authorized Improvements”): (i) street and roadway improvements, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) establishment or improvement of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, playgrounds, walkways, lighting and any similar items located therein; (iii) sidewalks and landscaping, including entry monuments and features, fountains, lighting and signage; (iv) acquisition, construction and improvement of water, wastewater and drainage improvements and facilities (v) projects similar to those listed in subsections (i) - (iv) above authorized by the Act, including similar off-site projects that provide a benefit to the property within the District; (vi) special supplemental services for improvement and promotion of the District as approved by the City; (vii) payment of costs associated with operating and maintaining the public improvements listed in subparagraphs (i) - (vi) above; and (viii) payment of costs associated with developing and financing the public improvements listed

in subparagraphs (i) - (vi) above, and costs of establishing, administering and operating the District. These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property.

- (c) *Estimated Costs of the Authorized Improvements and Apportionment of Costs.* The estimated cost to design, acquire, and construct the Authorized Improvements, together with bond issuance costs, eligible legal and financial fees, eligible credit enhancement costs, and eligible costs incurred in the establishment, administration, and operation of the PID is \$30,000,000 plus the annual cost of operation and maintenance and supplemental services, if any. The City will pay no costs of the Authorized Improvements or operation and maintenance costs from funds other than assessments levied on property within the PID. The remaining costs of the proposed improvements will be paid from sources other than those described above.
- (d) *Boundaries of the District.* Approximately 132.10 acres of land comprised of the following: (i) Tract I, being an approximate 73.09 acres of land situated in the Thomas Beedy Survey, Abstract No. 21, Kaufman County, Texas, and located in the extraterritorial jurisdiction of the City ("Tract I"); and (ii) Tract II, being an approximate 59.02 acres of land situated in the Thomas Beedy Survey, Abstract No. 21, Kaufman County, Texas, being a portion of a certain called 224-acre tract of land conveyed by deed and recorded in Volume 338, Page 324 of the Deed Records of Kaufman County, and located in the extraterritorial jurisdiction of the City, collectively the "Property". Such Property being identified as The Trails Development. **A metes and bounds description of the Property is available for inspection at the offices of the City Secretary at the location described above.**
- (e) *Proposed Method of Assessment:* The City shall levy assessments on each parcel within the PID in a manner that results in the imposition of an equal share of the costs of the Authorized Improvements on property similarly benefitted by such Authorized Improvements. The proposed method of assessment shall be based upon (i) an equal apportionment per lot, per front foot, or per square foot of property benefiting from the Authorized Improvements, as determined by the City, (ii) the ad valorem taxable value of the property benefiting from the Authorized Improvements, with or without regard to improvements on the property, or (iii) in any manner that results in imposing equal shares of the cost on property similarly benefitted.
- (f) *Proposed Apportionment of Costs Between the City and the District:* The City will not be obligated to provide any funds to finance the Authorized Improvements. All of the costs of the Authorized Improvements will be paid from assessments levied on properties in the District, possible tax increment

reinvestment zone revenue, and from other sources of funds available to the Petitioners.

(g) *Management of the District.* The District shall be managed by the City, with the assistance of a consultant, who shall, from time to time, advise the City regarding certain operations of the District.

(h) *Advisory Board.* The District shall be managed without the creation of an advisory body.

SECTION 4. That a Public Improvement District to be known as “**City of Kaufman Public Improvement District No. 5**” (The Trails) is hereby authorized and created as a public improvement district under the Act in accordance with the findings of the City Council as to the advisability of the Authorized Improvements contained in this Ordinance, the nature and the estimated costs of the Authorized Improvements, the boundaries of the District, the method of assessment and the apportionment of costs as described herein; and the conclusion that the District is needed to fund such Authorized Improvements.

SECTION 5. That notice of this Ordinance authorizing the District shall be given by publishing such notice once in a newspaper of general circulation in the City in which the District is to be located. Effective upon the publication of such notice, the District shall be established.

SECTION 6. That City staff is directed to cause to be prepared a Service and Assessment Plan for the District and to present it to the City Council for review and approval.

SECTION 7. That this Resolution shall take effect immediately from and after its passage and publication as required by law.

DULY RESOLVED by the City Council of the City of Kaufman, Texas, on the 25th day of November, 2024.

Jeff Jordan
Mayor

ATTEST:

Jessie Hanks
City Secretary

APPROVED AS TO FORM:

Patricia A. Adams
City Attorney

STATE OF TEXAS §

COUNTY OF KAUFMAN §

Before me, the undersigned authority, on this day personally appeared Jeff Jordan, Mayor of the City of Kaufman, Texas, known to me to be such persons who signed the above and acknowledged to me that such persons executed the above and foregoing Resolution in my presence for the purposes stated therein.

Given under my hand and seal of office this
_____.

Notary Public, State of Texas

[NOTARY STAMP]

EXHIBIT A

METES AND BOUNDS DESCRIPTION

TRACT I

BEING 73.09 ACRES OF LAND LOCATED IN THE THOMAS BEEDY SURVEY, ABSTRACT NO. 21, KAUFMAN COUNTY, TEXAS AND BEING PART OF THE PROPERTY DESCRIBED IN WARRANTY DEED RECORDED IN VOLUME 2583, PAGE 440, OFFICIAL PUBLIC RECORDS OF KAUFMAN COUNTY, TEXAS AND ALL OF THE PROPERTY DESCRIBED IN WARRANTY DEED RECORDED IN VOLUME 6568, PAGE 353, OFFICIAL PUBLIC RECORDS OF KAUFMAN COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND 1/2 INCH IRON ROD AT THE SOUTH CORNER OF SAID 138.451 ACRE TRACT RECORDED IN VOLUME 2583, PAGE 440, AT THE EAST CORNER OF THE DAVID NALLS TRACT RECORDED IN VOLUME 3395, PAGE 289 AND IN THE NORTHWEST R.O.W. OF FARM TO MARKET 2727;

THENCE NORTH 47 DEGREES 11 MINUTES 43 SECONDS WEST, 1346.01 FEET TO A FOUND CAPPED 1/2 INCH IRON ROD;

THENCE SOUTH 44 DEGREES 07 MINUTES 47 SECONDS WEST, 517.35 FEET TO A FOUND 3/8 INCH IRON ROD;

THENCE NORTH 47 DEGREES 09 MINUTES 56 SECOND WEST, 1463.96 FEET TO A 8 INCH POST FOR CORNER;

THENCE NORTH 43 DEGREES 56 MINUTES 17 SECONDS EAST, 1617.61 FEET TO A SET 1/2 INCH IRON ROD;

THENCE SOUTH 46 DEGREES 32 MINUTES 43 SECONDS EAST, 381.18 FEET TO A SET 1/2 INCH IRON ROD;

THENCE SOUTH 43 DEGREES 27 MINUTES 17 SECONDS WEST, 257.00 FEET TO A SET 1/2 INCH IRON ROD;

THENCE SOUTH 46 DEGREES 32 MINUTES 43 SECONDS EAST, 2429.02 FEET TO A SET 1/2 INCH IRON ROD IN THE NORTHWEST RIGHT OF WAY OF F.M. 2727;

THENCE SOUTH 44 DEGREES 00 MINUTES 57 SECONDS WEST, 812.16 FEET TO THE POINT OF BEGINNING AND CONTAINING 73.09 ACRES OF LAND.

METES AND BOUNDS

TRACT II

ALL THAT CERTAIN LOT, TRACT, OR PARCEL OF LAND, PART OF THE THOMAS BEEDY SURVEY, ABSTRACT NO. 21, KAUFMAN COUNTY, TEXAS, PART OF THAT CERTAIN CALLED 224.00 ACRE TRACT CONVEYED TO RUTH JACKSON BY EMMETT A. CARLISLE, ET UX ON JANUARY 8, 1951 AND RECORDED IN VOLUME 338, PAGE 324, OF THE DEED RECORDS OF KAUFMAN COUNTY, TEXAS AND BEING MORE COMPLETELY DESCRIBED AS FOLLOWS:

BEGINNING AT T POST FOR CORNER IN THE SOUTHWEST LINE OF THE ABOVE MENTIONED 224.00 ACRE TRACT, IN THE SOUTHWEST LINE OF THE THOMAS BEEDY SURVEY, ABSTRACT NO. 21 AND BEING AT THE INTERSECTION OF SAME WITH THE NORTHWEST RIGHT-OF-WAY LINE OF FARM TO MARKET ROAD NO. 2727;

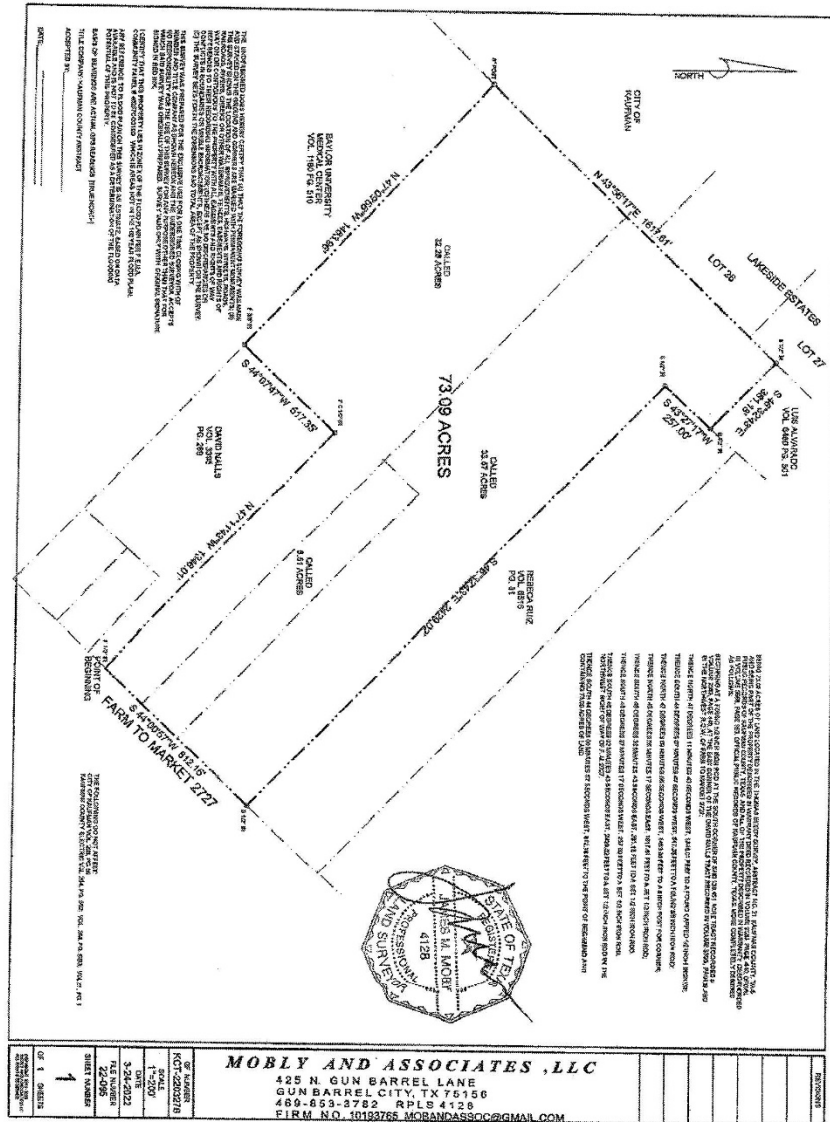
THENCE NORTH 46 DEGREES 15 MINUTES 26 SECONDS WEST, WITH THE SOUTHWEST LINE OF SAID TRACT AND WITH SAID SURVEY LINE, PASSING AT POST AT 2472.30 FEET AND CONTINUING FOR A TOTAL OF 2820.14 FEET TO A POINT IN KAUFMAN CITY LAKE;

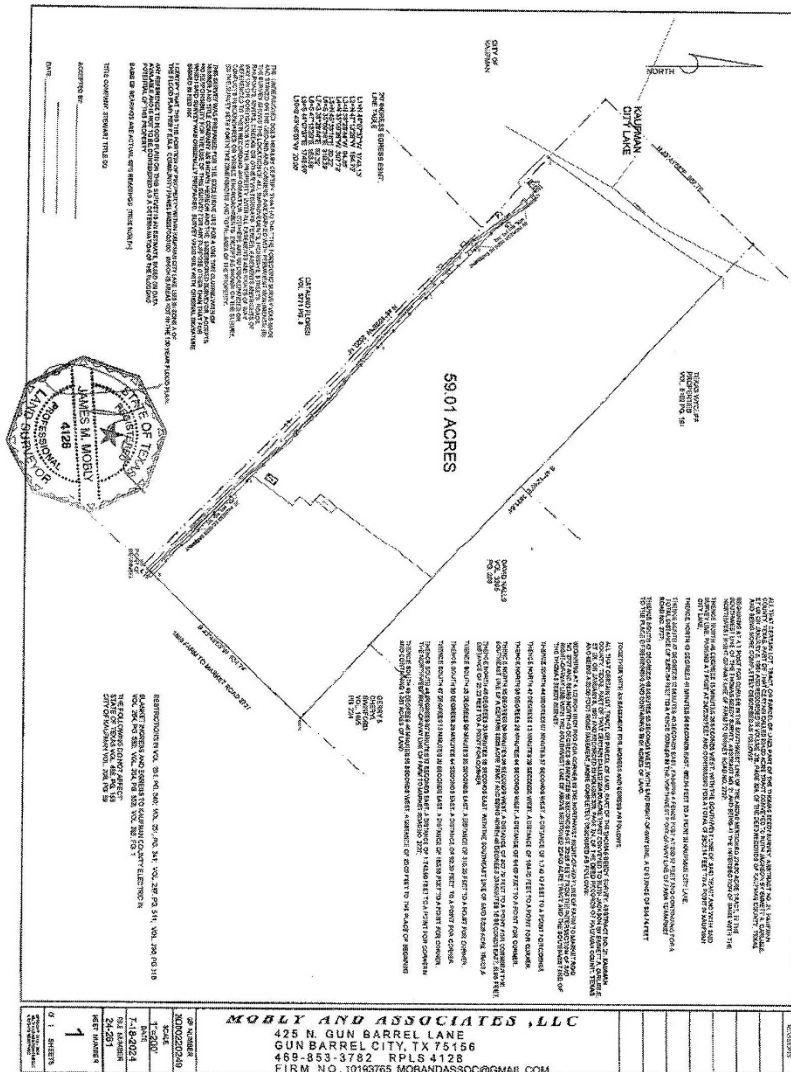
THENCE NORTH 43 DEGREES 41 MINUTES 58 SECONDS EAST, 887.96 FEET TO A POINT IN KAUFMAN CITY LAKE;

THENCE SOUTH 47 DEGREES 12 MINUTES 40 SECONDS EAST, PASSING A FENCE POST AT 200.57 FEET AND CONTINUING FOR A TOTAL DISTANCE OF 2,821.84 FEET TO A FENCE CORNER IN THE NORTHWEST RIGHT-OF-WAY LINE OF FARM TO MARKET ROAD NO. 2727;

THENCE SOUTH 43 DEGREES 46 MINUTES 55 SECONDS WEST, WITH SAID RIGHT-OF-WAY LINE, A DISTANCE OF 934.74 FEET TO THE PLACE OF BEGINNING AND CONTAINING 59.01 ACRES OF LAND.

EXHIBIT B
PROPERTY DEPICTION
TRACT I



TRACT II



Meeting
Date: 11/25/2024

Date: 11/12/2024

Item #: 18.

Dept.: Development
Services

Ordinance

SUBJECT:

Conduct a public hearing, consider, and take appropriate action on Ordinance No. O-27-24, an Ordinance of the City Council of the City of Kaufman, Texas, amending Ordinance No. O-02-07 and Chapter 118, "Zoning" of the Kaufman Code of Ordinances and the Official Zoning Map of the City to authorize a **Specific Use Permit (SUP-57)** for alcoholic beverage sales in conjunction with a restaurant (Eleanor's Coffee Shop) on approximately 0.19 acres out of the J.B. Cole Survey, Abstract No. 84, City of Kaufman, Kaufman County, Texas, being Lots 1 and 2 and part of Lot 3 of Block 19 of Kaufman Original, said property being located at 303 W. Mulberry St. (Property ID 28506). The property is zoned "C" Commercial District. (Case No. Z-09-24)

BACKGROUND:

See the attached November 4, 2024 Planning and Zoning Commission Report and attachments.

Author:

Reviewed:

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

Cost:

Funds Available:

Source:

Recommendation: On November 4, 2024, the Planning and Zoning Commission held a public hearing, and recommended approval, by a vote of 5-0, of Z-09-24 for Specific Use Permit-57 (SUP-57) for alcoholic beverage sales in conjunction with a restaurant at 303 W. Mulberry St. with the following conditions:

1. The Owner and/or Operator of the Property shall possess and continuously maintain a current Texas Alcoholic Beverage Commission (TABC) Private Club license for the continued operation of the Property for Commercial District with Specific Use Permit-57 (SUP-57) zoning designation.
2. The Owner and/or Operator of the Property shall possess and continuously maintain a current City of Kaufman Alcohol Permit for the Property.
3. All sales of alcoholic beverages shall be allowed for on-premise consumption only.
4. Fifty-percent (50%) or more of sales transacted upon the Property shall be from food or non-alcoholic beverages.
5. The Property, including all buildings, premise, or land used pursuant to this SUP-57 shall not be enlarged, modified, structurally altered, added to, or otherwise significantly changed in size nor from the layout on the approved Site Plan and associated exhibits (Elevations, Floor Plan, Landscape Plan) unless an amendment to SUP-57 is first approved by the City Council specifically authorizing such enlargement, modification, structural alteration, or change to the Property, Site Plan, or associated exhibits.
6. All building signage will adhere to the Zoning Ordinance requirements applicable to "C" Commercial zoning.
7. Hours of Coffee Shop operation will not exceed the hours of 5:00am to 11:00pm 7 days per week. Hours of Sip & Shops will not exceed the hours of 9:00am to 7:00pm Monday

– Saturday, excluding Sunday. Hours of Cocktail Lounge will not exceed the hours of 5:00pm – 11:00pm Tuesday – Saturday.

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



Planning and Zoning Commission Report

Meeting Date: November 4, 2024

SUBJECT: Conduct a public hearing and make a recommendation to City Council on a request for a **Specific Use Permit (SUP-57)** for alcoholic beverage sales in conjunction with a restaurant (Eleanor's Coffee Shop) on approximately 0.19 acres out of the J.B. Cole Survey, Abstract No. 84, City of Kaufman, Kaufman County, Texas, being Lots 1 and 2 and part of Lot 3 of Block 19 of Kaufman Original, said property being located at 303 W. Mulberry St. (Property ID 28506). The property is zoned "C" Commercial District. (Case No. Z-09-24)

BACKGROUND/SUMMARY:

The applicant has submitted a Specific Use Permit (SUP) application for alcoholic beverage sales in conjunction with a restaurant on the property located at 303 W. Mulberry St., which is situated at the southwest corner of Mulberry and Jefferson Streets, immediately west of the Central Business District (CBD). The property is zoned "C" Commercial.

In March 2023, the applicant received approval of a Site Plan to accommodate the redevelopment of the property for a coffee shop with drive-thru services. Since Eleanor's Coffee Shop opened in early 2024, the operator has experienced great success and support from the community. However, in an effort to provide more activity of the space in the evenings and also accommodate special events, the applicant has requested the SUP to allow usage of the space as a cocktail lounge in the evenings on Tuesday – Saturday, as well as for sip & shop events during the daytime hours on Monday – Saturday.

With the exception of providing a movable bar cart when alcoholic beverage sales occur (as well as a future hand-wash sink station), the applicant does not plan any changes to the building. The applicant has provided the previously approved Site Plan (with notes added pertaining to the SUP), Building Elevations, and Landscape Plan, as well as a modified Floor Plan that shows the intended location of the bar cart and the future hand-wash sink station.

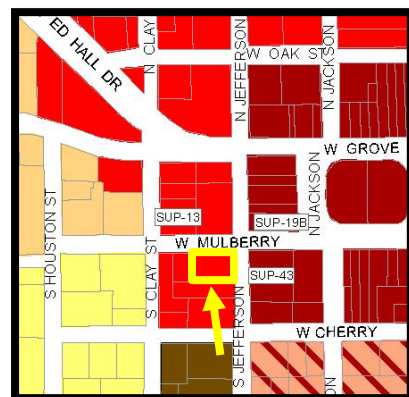
The building is 1,230 sq. ft. in size, with a fenced patio area in front of the building. The customer parking area is provided off Mulberry Street and includes three standard parking spaces and one handicap-accessible space, while two employee parking spaces are provided off Jefferson Street. Customers may also use public parking spaces in and around the Square. The drive-thru lane extends from Jefferson Street and travels along the east and north sides of the building, with the exit point on Mulberry Street; the drive-thru accommodates service for one vehicle at a time, as well as on-site stacking for up to three additional vehicles. The trash storage area is located in the rear of the building. Planter boxes are located along the frontage of the property, while shrubs and a tree are located in the grassy areas on the south and east sides of the building.

The building is primarily stone and brick, with glass windows, front entry door, and two overhead garage doors (with glass) that open into the patio space. The building accommodates seating for 20 customers inside the building and 10 customers on the patio. The coffee prep area and kitchen are located in the eastern part of the building, while the bar cart and future hand-wash sinks will be located in the seating area in the southwest corner of the building.

Notes have been added to the plan that are typical for a SUP for alcoholic beverage sales in conjunction with a restaurant. In addition, the applicant has noted the maximum hours of operation for the coffee shop, cocktail lounge, and sip & shop events. The notes also indicate that any future changes to the property or to the building will require amendment of the SUP, and that all building signage will adhere to the requirements applicable to “C” zoning.

SURROUNDING ZONING AND EXISTING LAND USES:

	Zoning	Existing Land Use
North:	C (across street)	Government Office (Kaufman Co. Juvenile Probation) (across street)
South:	C	Personal Service (Teresa’s Creations)
East:	CBD w/ SUP-43 (across street)	Restaurant (My Love’s Diner) (across street)
West:	C	Professional Office (Coffman & Associates Attorneys)



COMPREHENSIVE PLAN:

Land Use Plan:

The 2014 Future Land Use Plan designated the land use of the subject property as Future Neighborhood Services. The property is zoned “C” Commercial District (CBD), which allows for a mix of retail, restaurant, office, and commercial service uses. Alcoholic beverage sales in conjunction with a restaurant require a Specific Use Permit. Staff finds the proposed use to be consistent with the Future Land Use Plan.

DETERMINATIONS NECESSARY FOR CONSIDERING SPECIFIC USE PERMITS

Sec 30.2. – SPECIFIC USE PERMIT REGULATIONS:

A. In recommending that a Specific Use Permit for the premises under consideration be granted, the City shall determine that such uses are harmonious and adaptable to building structures and uses of abutting property and other property in the vicinity of the premises under consideration, and shall make recommendations as to requirements for the paving of streets, alleys and sidewalks, means of ingress and egress to public streets, provisions for drainage, adequate off-street parking, screening and open space, heights of structures, and compatibility of buildings. In approving a requested SUP, the Planning and Zoning Commission and City Council may consider any or all of the following:

1. The use is harmonious and compatible with surrounding existing uses or proposed uses;
2. The activities requested by the applicant are normally associated with the permitted uses in the base district;

3. The nature of the use is reasonable;
4. Any negative impact on the surrounding area has been mitigated; and/or
5. That any additional conditions specified ensure that the intent of the district purposes are being upheld.

B. In granting a Specific Use Permit, the Planning and Zoning Commission and City Council may impose conditions which shall be complied with by the owner or grantee before a certificate of occupancy may be issued by the Building Official, or his designee, for use of the building on such property pursuant to such Specific Use Permit and such conditions precedent to the granting of the certificate of occupancy. Any special conditions shall be set forth in writing by the City Council prior to issuance of the Certificate of Occupancy, and shall be incorporated into the amending ordinance establishing the SUP.

PROPERTY OWNER RESPONSES:

The City of Kaufman mailed out notification letters to 28 property owners within 300 feet of the property. The results are as follows:

- Number of property owners who returned letter in agreement of the request: 1
- Number of property owners who returned letter in opposition of the request: 0
- Number of property owners have not responded: 27

The 20% percent rule for rezoning is if 20% of the area (located within the city limits) within 200 feet of the request objects to the application, then a favorable vote of $\frac{3}{4}$ of all members of the City Council (which is 6 members) shall be required to approve any change in zoning. The zoning change 20% rule is a State law.

The City received 1 letter of support from surrounding property owners:

DETACH ON DOTTED LINE	
Date: <u>10-17-2024</u> Name: <u>Ernest & Trisha Willis</u> Address: <u>407 W. Mulberry St</u> City & State: <u>Kaufman, TX. 75142</u> Phone #: <u>805-580-3308</u> COMMENTS: <u>We support small & family owned businesses</u> <u>Ernest Willis</u> NAME PRINTED	RE: Conduct a public hearing and make a recommendation to City Council for a Specific Use Permit request (SUP-57) for alcoholic beverage sales in conjunction with a restaurant (Eleanor's Coffee Shop) on approximately 0.19 acres out of the J.B. Cole Survey, Abstract No. 84, City of Kaufman, Kaufman County, Texas, being Lots 1 and 2 and part of Lot 3 of Block 19 of Kaufman Original, said property being located at 303 W. Mulberry St. (Property ID 28506). The property is zoned "C" Commercial District. (No Z-09-24) ☒ I AM IN FAVOR ☐ I OBJECT Email Address: <u>Jetwillis98@yahoo.com</u> SIGNATURE <u>Ernest Willis</u>

RECOMMENDATION:

Staff recommends approval of Z-09-24 for Specific Use Permit-57 (SUP-57) for alcoholic beverage sales in conjunction with a restaurant at 303 W. Mulberry St. with the following conditions:

1. The Owner and/or Operator of the Property shall possess and continuously maintain a current Texas Alcoholic Beverage Commission (TABC) Private Club license for the continued operation of the Property for Commercial District with Specific Use Permit-57 (SUP-57) zoning designation.
2. The Owner and/or Operator of the Property shall possess and continuously maintain a current City of Kaufman Alcohol Permit for the Property.
3. All sales of alcoholic beverages shall be allowed for on-premise consumption only.
4. Fifty-percent (50%) or more of sales transacted upon the Property shall be from food or non-alcoholic beverages.
5. The Property, including all buildings, premise, or land used pursuant to this SUP-57 shall not be enlarged, modified, structurally altered, added to, or otherwise significantly changed in size nor from the layout on the approved Site Plan and associated exhibits (Elevations, Floor Plan, Landscape Plan) unless an amendment to SUP-57 is first approved by the City Council specifically authorizing such enlargement, modification, structural alteration, or change to the Property, Site Plan, or associated exhibits.
6. All building signage will adhere to the Zoning Ordinance requirements applicable to "C" Commercial zoning.
7. Hours of Coffee Shop operation will not exceed the hours of 5:00am to 11:00pm 7 days per week. Hours of Sip & Shops will not exceed the hours of 9:00am to 7:00pm Monday – Saturday, excluding Sunday. Hours of Cocktail Lounge will not exceed the hours of 5:00pm – 11:00pm Tuesday – Saturday.

ATTACHMENTS:

Location Map

Exhibit A – Property Description/Survey

Exhibit B – Site Plan

Exhibit C – Building Elevations & Floor Plans

Exhibit D – Landscape Plan

Andrew Bogda, AICP

Director of Development Services

972-932-2216 ext. 117

abogda@kaufmantx.org

Location Map



303 W. Mulberry Street

BING a tract of land situated in the corporate limits of the City of Kaufman, Kaufman County, Texas, containing 0.68 acres more or less, as shown by plat recorded in Instrument No. 2017-0009200, Official Public Records, Kaufman County, Texas, and being described by metes and bounds as follows:

BEGINNING at a 3/8 inch iron rod found for corner, said corner being in the intersection of the South Right-of-Way line of W. Mulberry Street (a public Right-of-Way) and the West Right-of-Way line of S. Jefferson Street (a public Right-of-Way);

THENCE North, along the West Right-of-Way line of said S. Jefferson Street, a distance of 50.17 feet to a 3/8 inch iron rod found for corner, said corner being the Northeast corner of the lot owned by T. J. Williams, Jr., as shown by plat recorded in Instrument No. 2012-0001555, Official Public Records, Kaufman County, Texas;

THENCE West, along the bearing in the East line of a tract of land conveyed to Boris S. McAlumby, by deed recorded in Instrument No. 2016-0001815, Official Public Records, Kaufman County, Texas, from which a 3/8 inch iron rod for reference bears South 43 degrees 13 minutes 49 seconds true, a distance of 0.25 feet;

THENCE North 61 degrees 31 minutes 10 seconds East, along the East line of said McAlumby tract, a distance of 10.00 feet to a point of beginning; and

THENCE South 61 degrees 31 minutes 10 seconds East, from which a 1/2 inch iron rod for reference bears South 84 degrees 01 minutes 28 seconds East, a distance of 0.11 feet;

THENCE East, along the South Right-of-Way line of said W. Mulberry Street, a distance of 130.30 feet to the POINT OF BEGINNING and containing 0.74 square feet or 19 cents

This survey is made relying on information provided by Jeanette Holman in connection with the transaction described in *Ortiz M.A.* The undersigned Registered Professional Land Surveyor hereby certifies to Jeanette Holman that, (a) this plot of survey and the property description set forth herein were prepared from an actual on-the-ground survey of the real property (the "Property") described in Instrument No. 2007-0038020, and (b) such survey was conducted by the Surveyor, or under the direction (a) of the Surveyor, and (c) that the material therein is correctly shown; (d) except as shown herein there are no observable encroachments on the Property or observable protrusions there from; there are no observable discrepancies, conflicts, shortages in area or boundary line conflicts; (e) the area, location and type of improvements, are shown herein, and all are as they exist within the boundaries of the Property and not encroachments thereon; (f) the Surveyor has not been furnished with any title records or other documents which would require the Surveyor to appear on the survey and to make any adjustments or corrections to the survey; (g) the Property has not been surveyed or improved from and from a public record; (h) recorded easements listed herein have been labeled and plotted herein; (i) the boundaries, dimensions and other details shown herein are shown to the appropriate county records of the State of Texas; (j) the Property is not located in a 100 Year Flood Plain or in an Identified Flood Hazard Area, as defined by the U. S. Department of Housing and Urban Development (Flood Insurance Study Map No. 43257C020, with a date of 7/17/2012) pursuant to the Federal Disaster Protection Act of 1973.

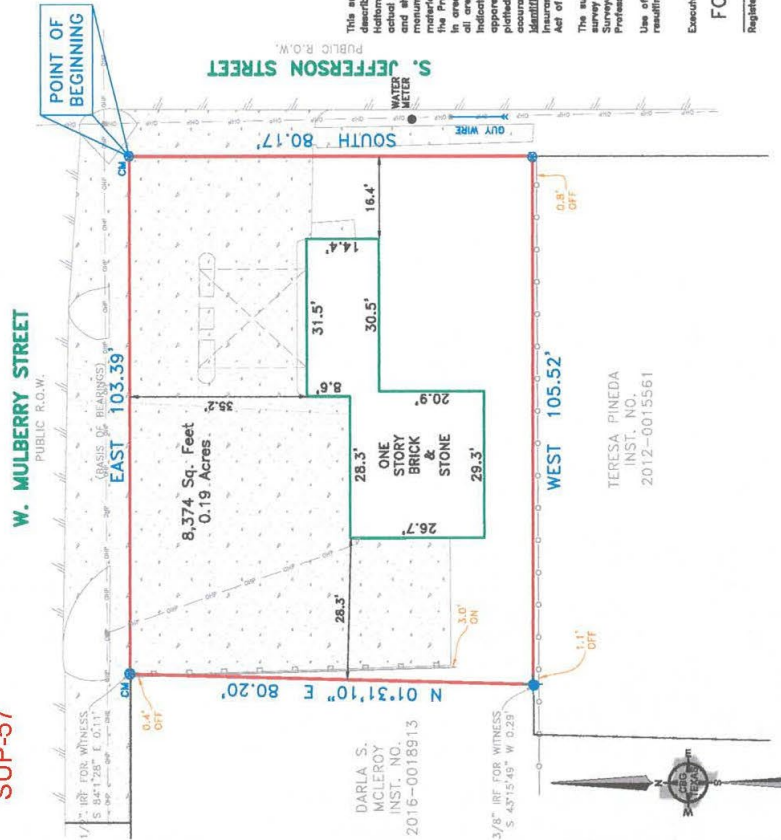
The surveyor expressly understands and agrees that entities mentioned above are entitled to rely on this survey as having been performed to the appropriate standards of the current Texas Society of Professional Surveyors Standards and Specifications for a Texas Land Title Survey as set forth by the Texas Board of Professional Land Surveying.

Use of this survey by any other parties and/or for other purposes shall be at user's own risk and any loss resulting from other use shall not be the responsibility of the undersigned.

Executed this 14th day of January, 2022

FOR REVIEW ONLY

Registered Professional Land Surveyor



NOTES:
BEARINGS, EASEMENTS AND BUILDING LINES ARE BY RECORDED DEED INST.
NO. 2021-0038290 UNLESS OTHERWISE NOTED.



12025 Shiloh Road, Ste. 240
Dallas, TX 75228
P 214.349.9485
F 214.349.2218
FFirm No. 10168900
www.cbghilco.com

Drawn By: TER

Scale: $1''=20'$
Date: 1/17/2022

GF NO.:

Job No. 2200372 N/A

Accepted by: _____

Purchaser

NOTES:
BEARINGS, EASEMENTS AND BUILDING LINES ARE BY RECORDED DEED INST.
NO. 2021-0038290 UNLESS OTHERWISE NOTED.

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Date: _____

NOTE: This survey is made in conjunction with the information provided by the client, CBG Surveying Texas, LLC has not researched the land title records for the existence of easements, restrictive covenants or other encumbrances.

EXCEPTIONS:

Exhibit B – Site Plan

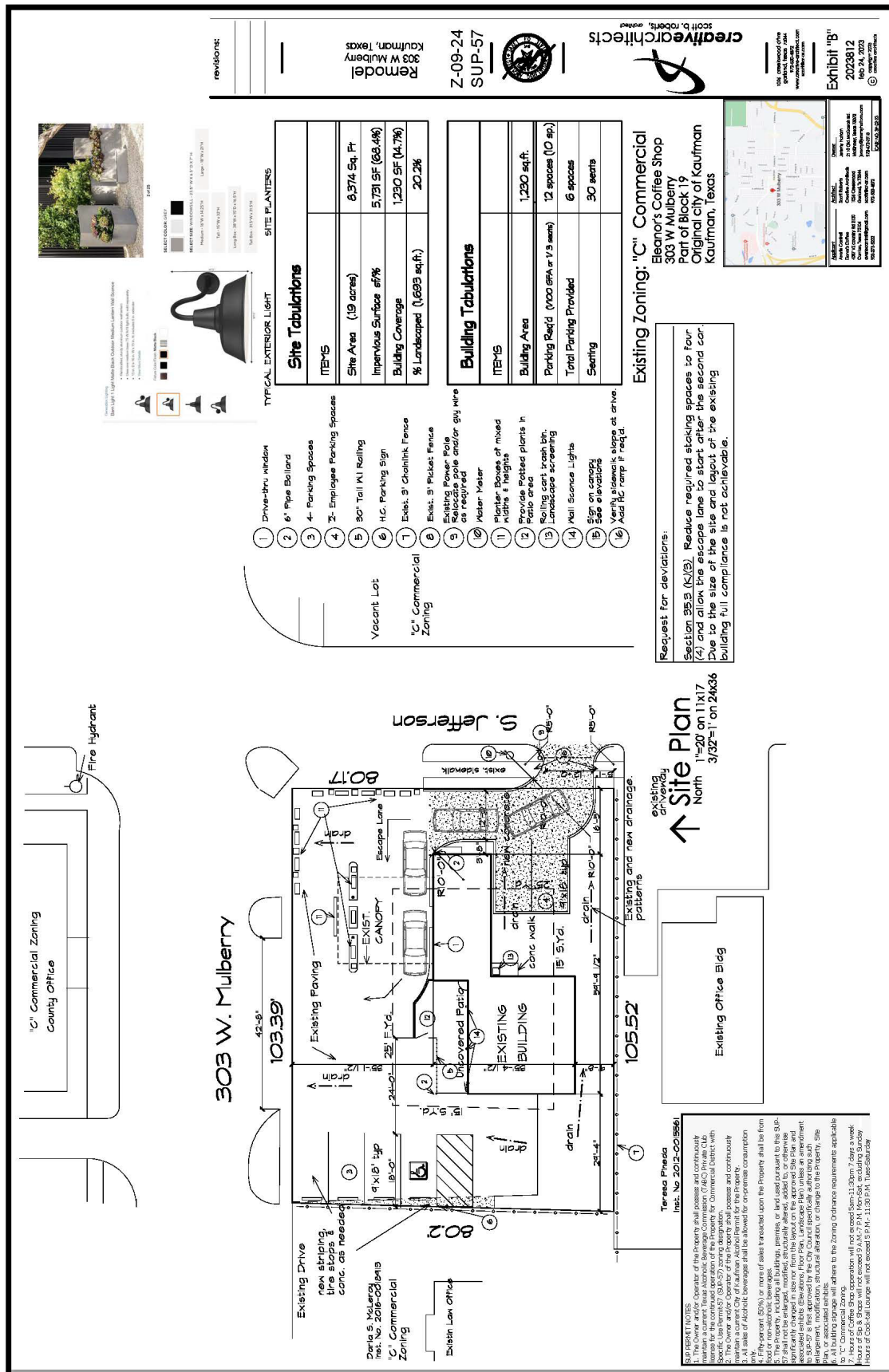


Exhibit C – Building Elevations

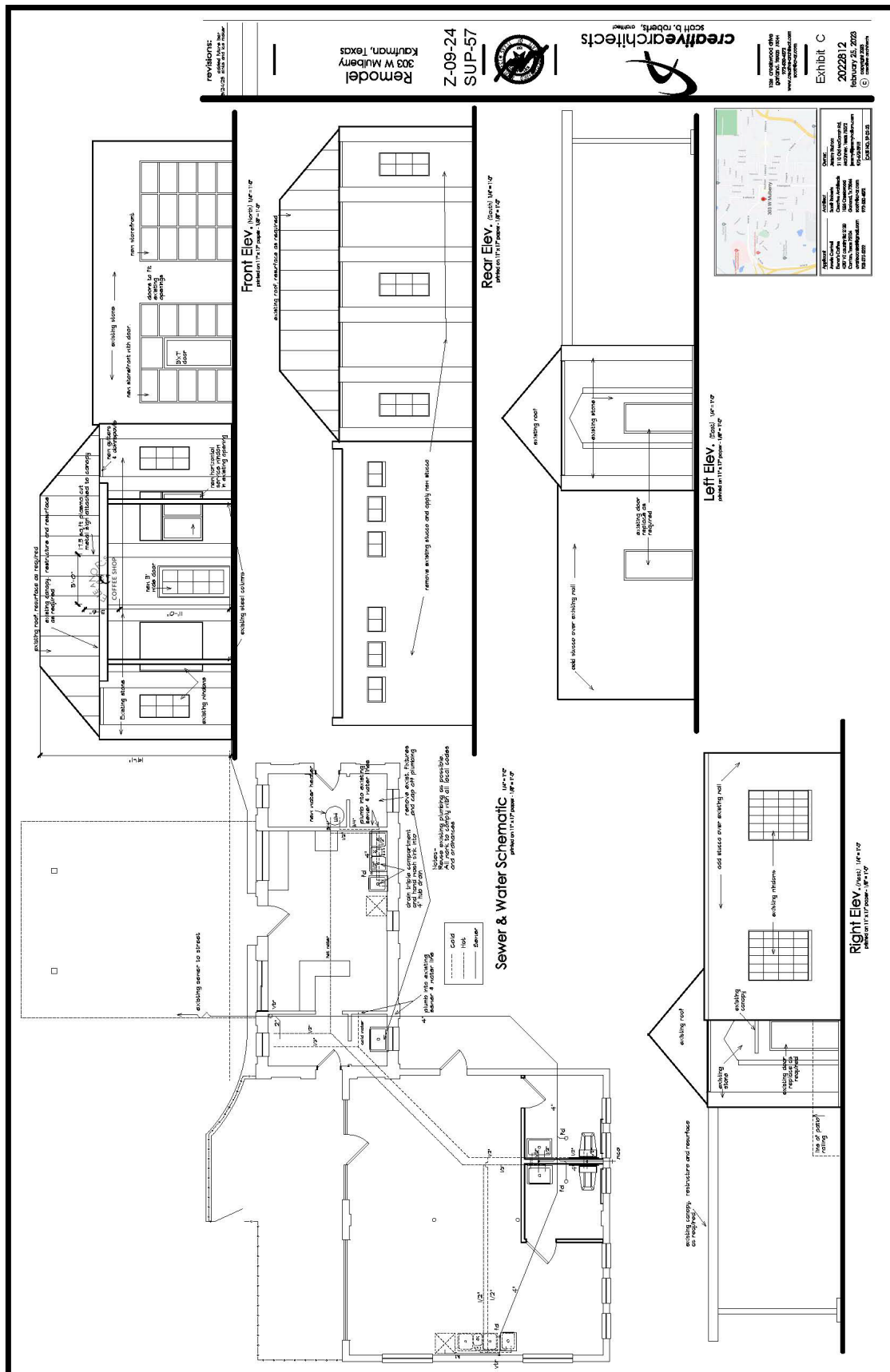


Exhibit C – Floor Plans

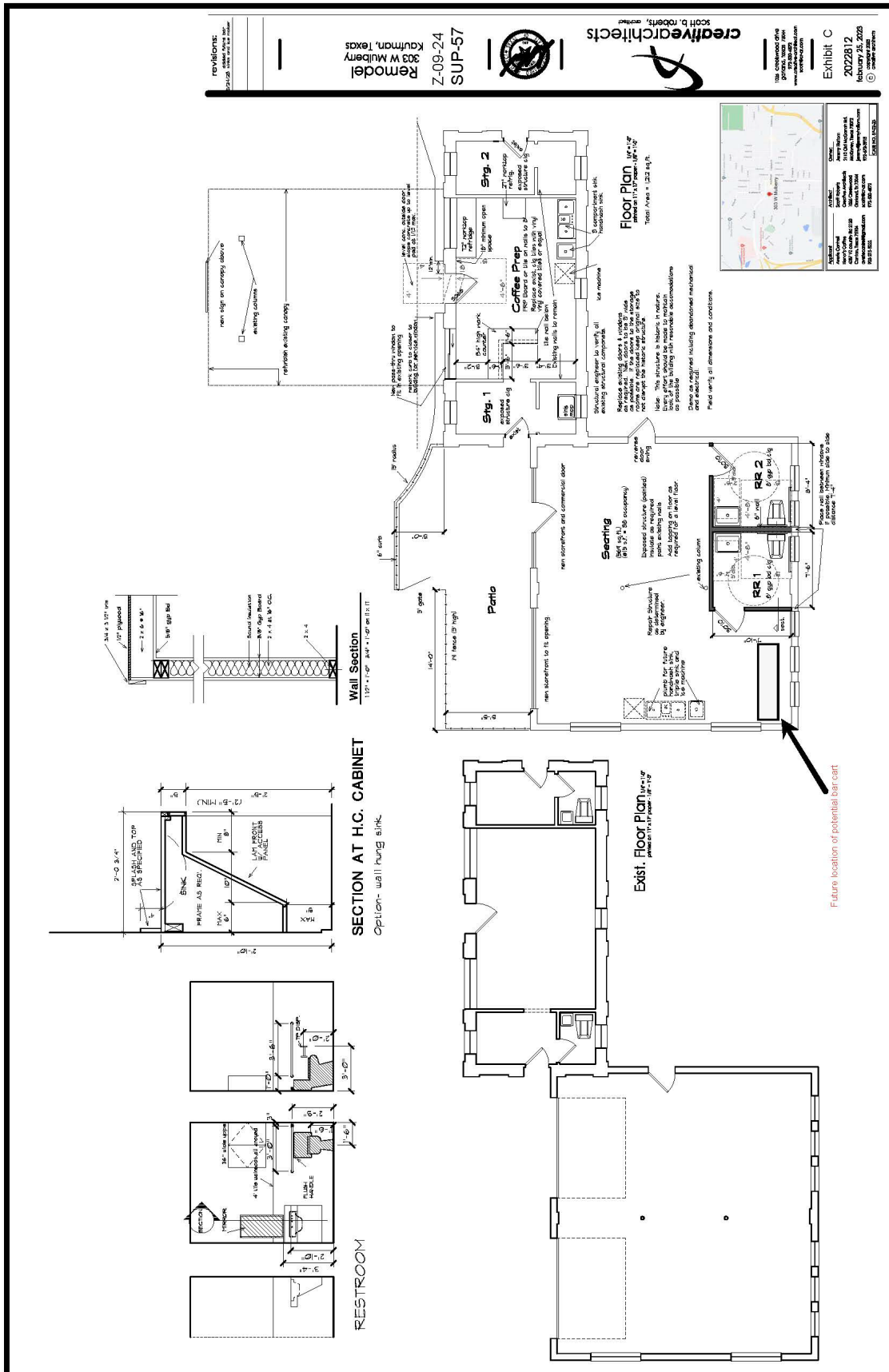


Exhibit C – Floor Plans

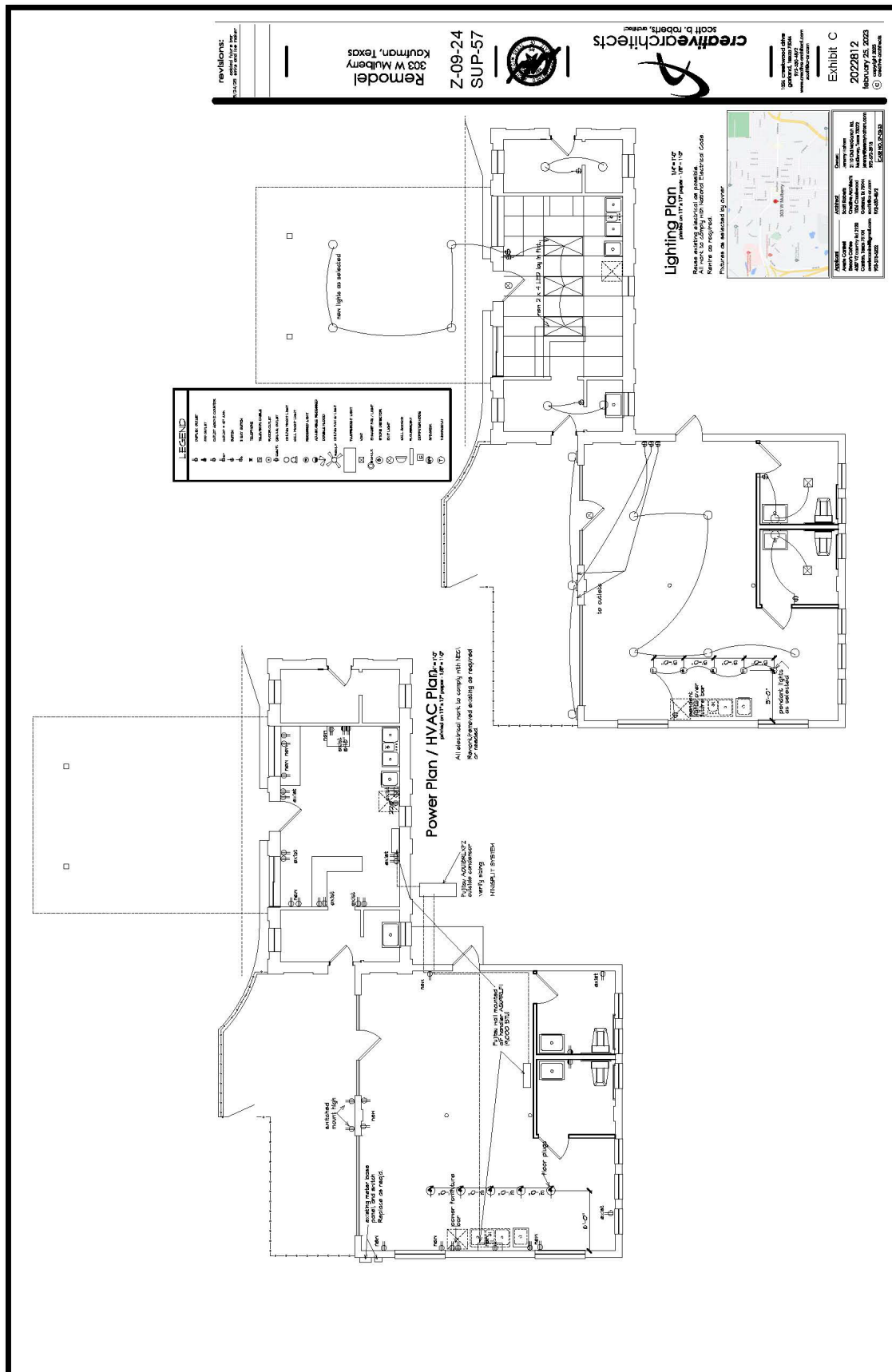
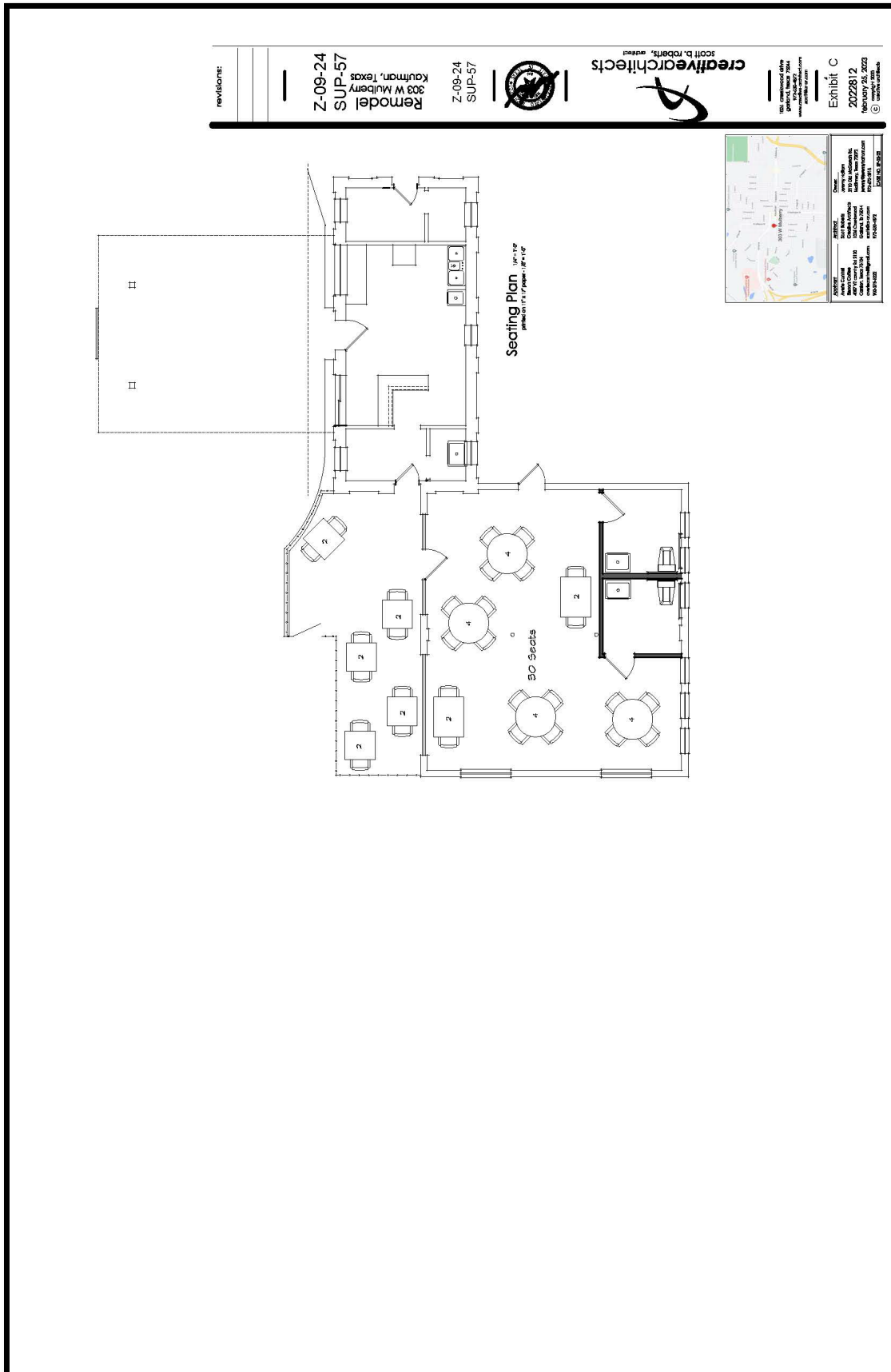
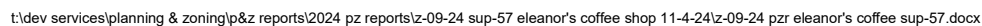


Exhibit C – Floor Plans



t:\dev services\planning & zoning\p&z reports\2024 pz reports\z-09-24 sup-57 eleanor's coffee shop 11-4-24\z-09-24 p2r eleanor's coffee sup-57.docx



ORDINANCE O-27-24

AN ORDINANCE OF THE CITY OF KAUFMAN, TEXAS, AMENDING ORDINANCE NO. O-02-07 AND CHAPTER 118, "ZONING", OF THE CODE OF ORDINANCES OF THE CITY OF KAUFMAN, COLLECTIVELY, "THE COMPREHENSIVE ZONING ORDINANCE AND THE OFFICIAL ZONING MAP" OF THE CITY, TO APPROVE SPECIFIC USE PERMIT NO. FIFTY-SEVEN, ("SUP-57"), ADOPTING SUP-57 AND ITS SITE PLAN AS SET FORTH HEREIN, TO PERMIT ALCOHOLIC BEVERAGE SALES IN CONJUNCTION WITH A RESTAURANT, SUBJECT TO CONDITIONS, ON AN APPROXIMATE 0.19 ACRE TRACT OF LAND (PROPERTY ID 28506) ZONED "C" COMMERCIAL DISTRICT, SUCH PROPERTY BEING GENERALLY LOCATED AT 303 W. MULBERRY ST., BEING LOTS 1 AND 2 AND PART OF LOT 3 OF BLOCK 19, KAUFMAN ORIGINAL, SITUATED IN THE J.B. COLE SURVEY, ABSTRACT NO. 84, CITY OF KAUFMAN, KAUFMAN COUNTY, TEXAS; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING AMENDMENTS AND ZONING MAP AMENDMENTS THAT IMPOSE CONDITIONS UPON THE PROPERTY, INCLUDING A REQUIREMENT FOR TABC LICENSING, A REQUIREMENT FOR A CITY ALCOHOL PERMIT, A REQUIREMENT THAT ALL SALES OF ALCOHOLIC BEVERAGES BE FOR ON-PREMISE CONSUMPTION ONLY, A REQUIREMENT THAT FIFTY PERCENT (50%) OR MORE OF SALES TRANSACTED UPON THE PROPERTY SHALL BE FROM FOOD OR NON-ALCOHOLIC BEVERAGES IN CONJUNCTION WITH A RESTAURANT USE, RESTRICTIONS ON USE OR BUILDING EXPANSION OR MODIFICATION, A REQUIREMENT THAT ALL SIGNAGE ADHERE TO THE ZONING REQUIREMENTS, AND RESTRICTIONS ON HOURS OF OPERATION; PROVIDING ASSIGNABILITY AND EXPIRATION/RECISSION; PROVIDING LAND USE REGULATIONS; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE, AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED UPON EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, at its regular meeting held on the 4th day of November, 2024, the Planning and Zoning Commission, after holding a public hearing, did consider and make a recommendation to City Council for approval of SUP-57, and its Site Plan (Z-09-24), to allow alcoholic beverage sales in conjunction with a restaurant with the conditions listed in Section 2 of this Ordinance on an approximate 0.19 acre tract of land, Kaufman CAD Property ID 28506, zoned Commercial District "C", generally located at 303 W. Mulberry St., being Lots 1 and 2 and part of Lot 3 of Block 19, Kaufman Original, situated in the J.B. Cole Survey, Abstract No. 84, City of Kaufman,

Kaufman County, Texas; and more specifically described and depicted on **Exhibit “A”**, a copy of which is attached hereto and incorporated herein as, (the “Property”); and

WHEREAS, at its regular meeting held on the 25th day of November, 2024, the City Council held a public hearing to consider approving SUP-57, and its Site Plan (**Exhibit “B”**) as noted above and: (1) determined that all legal requirements of notice and hearings were met; (2) considered the recommendations of the Planning and Zoning Commission; (3) provided the public an opportunity to provide input; (4) considered public input; (5) considered the compatibility of the proposed SUP-57 zoning with surrounding properties and the goals and objectives of the Comprehensive Zoning Ordinance and Zoning Map of the City; and (6) determined that the proposed amendment to the Zoning Ordinance and Zoning Map of the City set forth herein below is consistent with the goals of land development as set forth in the Comprehensive Plan of the City, would allow orderly development of the Property which would serve the best interest of the health safety, and general welfare of the public; and

WHEREAS, pursuant to the foregoing findings, the City Council determined it necessary and beneficial to the public health, safety and welfare to adopt this Ordinance approving SUP-57 and Site Plan as set forth herein.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KAUFMAN, 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. AMENDMENT. That Ordinance No. O-02-07 and Chapter 118, “Zoning”, of the Code of Ordinances of the City of Kaufman, collectively, “The Comprehensive Zoning Ordinance and The Official Zoning Map”, is hereby amended to reflect a change in zoning to the Property, described and depicted in **Exhibit “A”**, attached hereto and incorporated herein, from Commercial District to Commercial District with Specific Use Permit-57 (“SUP-57”).

Pursuant to the zoning designation of Commercial District with SUP-57, the Property shall only be used as allowed by the Commercial District zoning district of the City of Kaufman, as amended by SUP-57 which hereby authorizes alcoholic beverage sales in conjunction with a restaurant use subject to the following conditions, each of which shall also be included on the Site Plan for SUP-57:

- a. The Owner and/or Operator of the Property shall possess and continuously maintain a current Texas Alcoholic Beverage Commission (TABC) Private Club license for the continued operation of the Property for Commercial District with Specific Use Permit-57 (SUP-57) zoning designation.
- b. The Owner and/or Operator of the Property shall possess and continuously maintain a current City of Kaufman Alcohol Permit for the Property.

- c. All sales of alcoholic beverages shall be allowed for on-premise consumption only and only in conjunction with a restaurant use.
- d. Fifty-percent (50%) or more of sales transacted upon the Property shall be from food or non-alcoholic beverages to satisfy the restriction that alcoholic beverage sales be allowed only in conjunction with a restaurant use.
- e. The Property, including all buildings, premises, or land used pursuant to this SUP-57 shall not be enlarged, modified, structurally altered, added to, or otherwise significantly changed in size nor from the layout on the approved Site Plan and associated exhibits (Elevations, Floor Plan, Landscape Plan), described and depicted in **Exhibit "B"** hereto, unless an amendment to SUP-57 and the Site Plan, are first approved by the City Council specifically authorizing such enlargement, modification, structural alteration, or change to the Property, Site Plan, or associated exhibits.
- f. All signage shall adhere to the Zoning Ordinance requirements applicable to "C" Commercial zoning.
- g. Hours of Coffee Shop operation shall be permitted from 5:00 am to 11:00 pm and shall be permitted seven (7) days per week. Hours of Sip & Shops operation shall be permitted from 9:00 am to 7:00 pm Monday through Saturday, with no operation permitted on Sunday. Hours of Cocktail Lounge operation shall be permitted from 5:00 pm to 11:00 pm Tuesday through Saturday, with no operation permitted on Sunday and/or Monday.

SECTION 3. ZONING MAP AMENDMENT. In addition, the official Zoning Map of the City of Kaufman, Texas shall be amended and annotated to show the change in zoning classification of the Property from Commercial to Commercial with Specific Use Permit-57 ("SUP-57"), thereon and the updated map shall be on file with the Office of the City Secretary.

SECTION 4. SITE PLAN. The Site Plan for SUP-57 attached hereto and incorporated as if set forth fully herein as **Exhibit "B"**, is hereby approved by the City Council. The approved Site Plan meeting the requirements of this Section shall be adhered to in its entirety for the duration of the uses authorized by SUP-57 for the Property.

SECTION 5. ASSIGNABILITY; TERMINATION/RECISSION. SUP-57 is non-transferrable. SUP-57 shall expire or terminate when the Planning and Zoning Commission and the City Council take proper zoning action to rescind the SUP, with appropriate publication notification and public hearing, pursuant to Section 30.1 of the City's Comprehensive Zoning Ordinance.

SECTION 6. LAND USE REGULATIONS. The regulations contained in the City's Comprehensive Zoning Ordinance for Commercial District zoning, as amended, shall control, except as expressly modified by SUP-57.

SECTION 7. CUMULATIVE REPEALER/SAVINGS 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 Ordinance on the date of adoption of this Ordinance shall continue to be governed by the provisions of that Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 8. SEVERABILITY. If any section, subsection, clause, phrase or provision of this Ordinance, or any application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unconstitutional, the remaining sections, subsections, clauses, phrases and provisions of this Ordinance, or any application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION 9. PENALTY. Any person who violates any provision of this Ordinance, upon conviction, shall be deemed guilty of a misdemeanor and shall be fined a sum not to exceed two thousand dollars (\$2,000.00) for each offense, and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

SECTION 10. PUBLICATION AND EFFECTIVE DATE. This Ordinance shall become effective immediately upon its passage and publication as required by law and Charter.

PASSED AND APPROVED this 25th day of November, 2024.

**JEFF JORDAN
MAYOR**

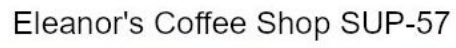
ATTEST:

**JESSIE HANKS
CITY SECRETARY**

APPROVED AS TO FORM:

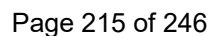
**PATRICIA A. ADAMS
CITY ATTORNEY**

Z-09-24
303 W. Mulberry St. –
Kaufman CAD Property ID 28506

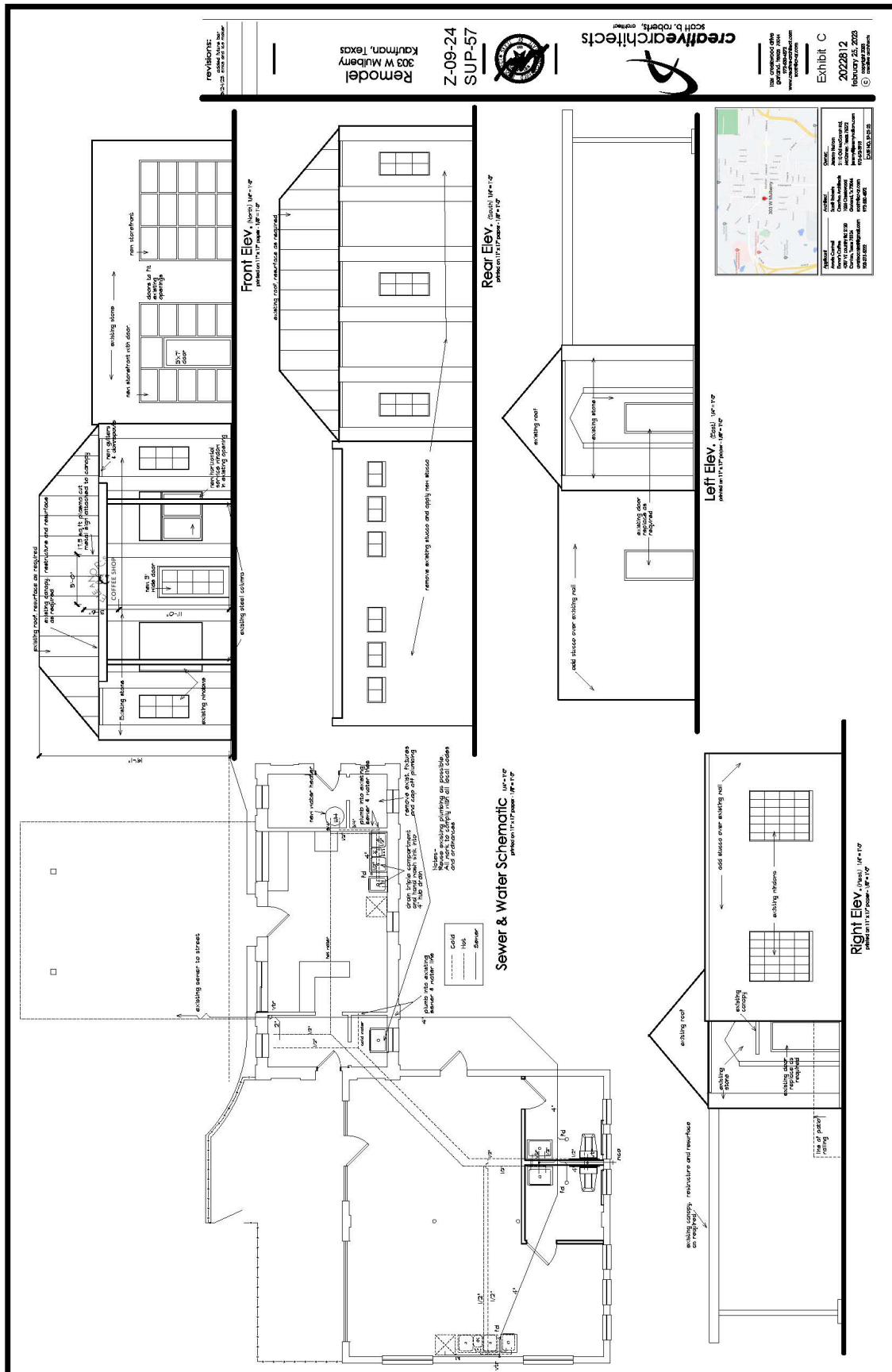


NOTE: This survey is made in conjunction with the information provided by the applicant, CBG Surveying Texas, LLC has not researched the land title records for the existence of easements, restrictive covenants or other encumbrances.

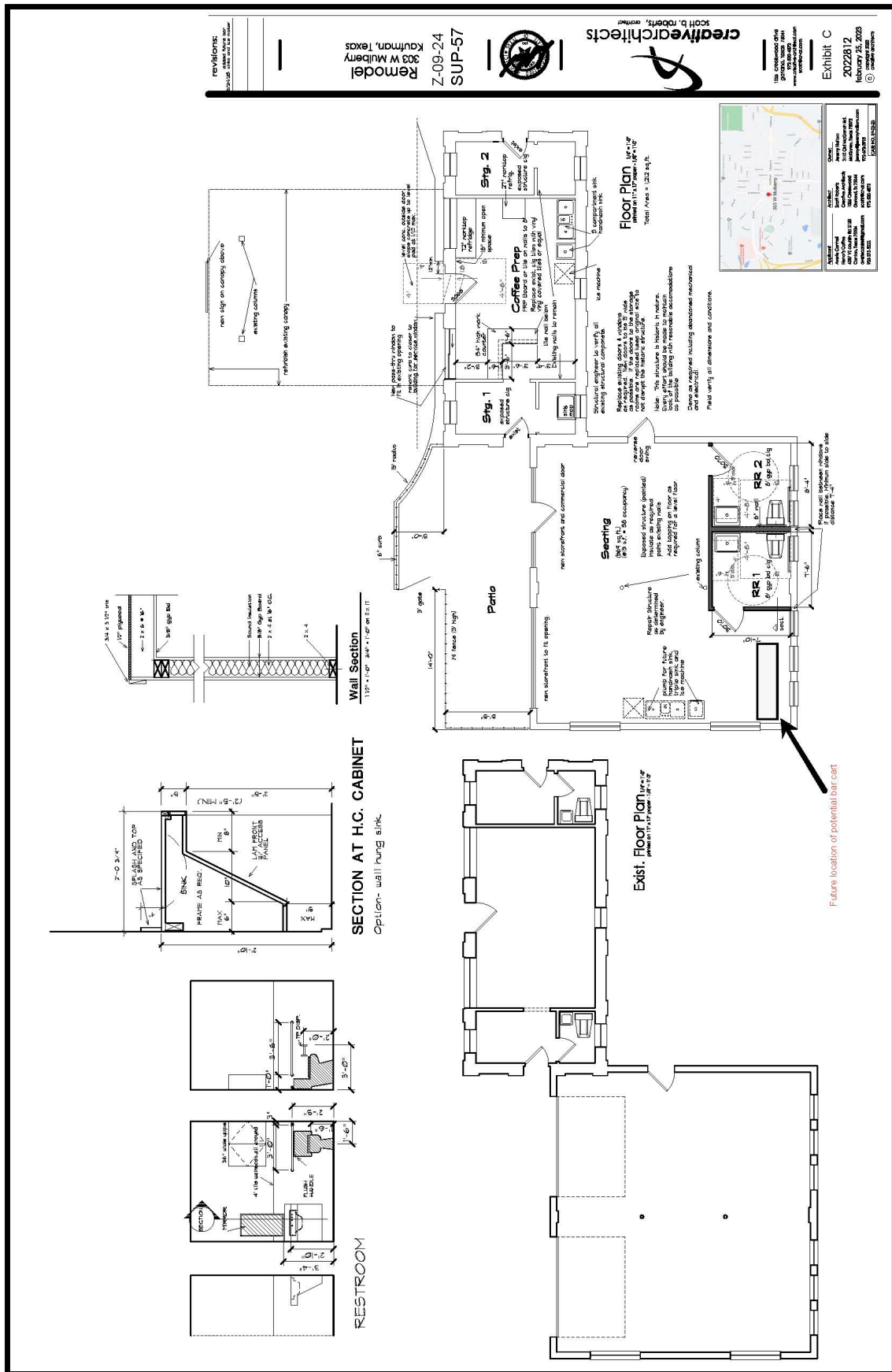
Page 215 of 246



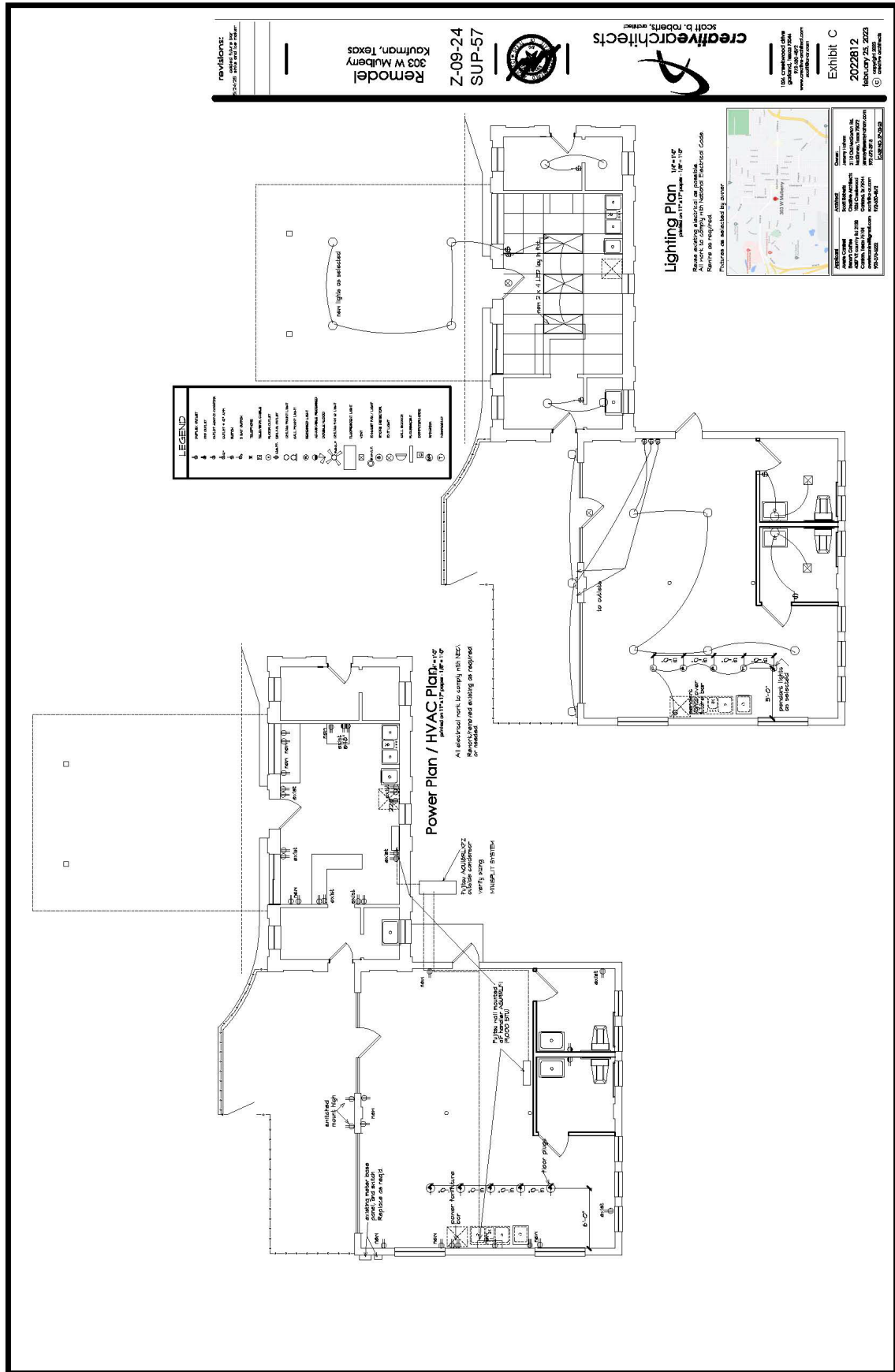
"EXHIBIT B" Site Plan



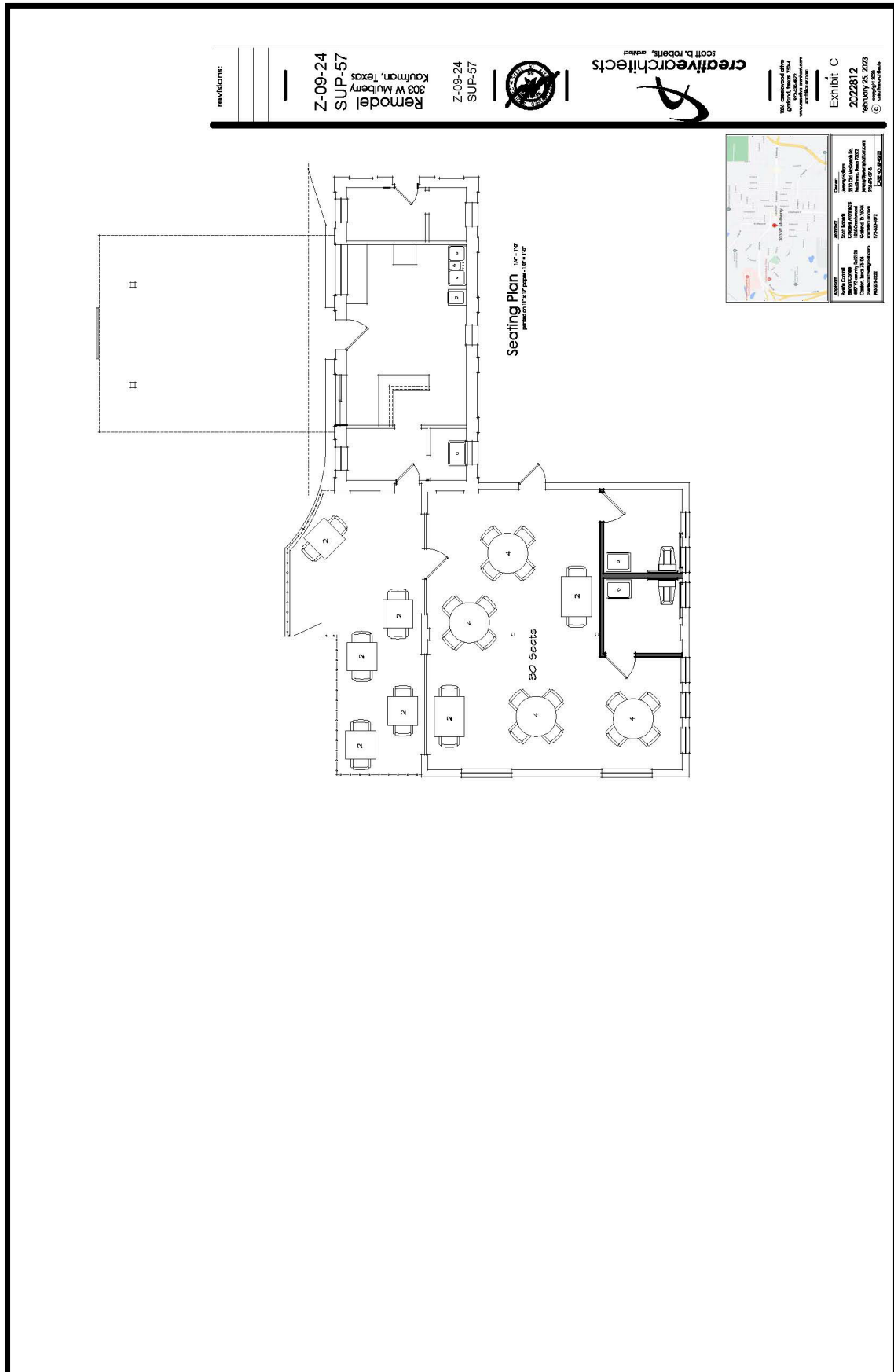
“EXHIBIT B” Site Plan



"EXHIBIT B" Site Plan



“EXHIBIT B” Site Plan





Meeting
Date: 11/25/2024

Date: 11/05/2024

Item #: 19.

Dept.: Administration

Action Item

SUBJECT:

Consider and take appropriate action on the appointment of two (2) members to the Kaufman Zoning Board of Adjustments for a two (2) year term to expire September 2026.

BACKGROUND:

Two (2) members of the Zoning Board of Adjustments—John Elzner and Jimmy Reed—have reached the end of their terms and have expressed interest in continuing to serve. There are also two (2) alternate vacancies. We received an application from Stephen Hulme who also wishes to serve on the board.

Therefore, the procedure for considering the appointment of a member of the Zoning Board of Adjustments is as follows: A simple majority of the Council, four votes, is necessary to make a nomination for the appointment of a prospective member. Any member of the Council may make a nomination for appointment.

Procedurally, the Council should adhere to the process as outlined below:

- Council will vote for the appointment of a member to the Zoning Board of Adjustments for an unexpired term to expire in September 2026.
- If the nominee does not attain a simple majority of the Council (four votes), they will not serve as a member.
- Any Council Member can make a nomination for consideration.
- If the nominee then receives a simple majority of the votes by the Council (four votes), that individual will be appointed to serve as a member.

Author:
Jessie Hanks, City Secretary

Reviewed:
Mike Holder, City Manager

Cost:

Funds Available:

Source:

Recommendation: Staff is seeking Council direction.



BOARD OR COMMISSION
CANDIDATE APPLICATION FOR APPOINTMENT

Which of the City's Boards/Commissions are you interested in serving on?

- | | |
|--|---|
| ☐ Kaufman Economic Development Corp. | ☐ Keep Kaufman Beautiful Board |
| ☐ Planning and Zoning Commission | ☐ Other (Please specify in space below.) |
| ☒ Board of Adjustment | |
| ☐ Parks and Recreation Board | |
| ☐ Downtown Development Advisory Board | |

Name: <u>STEPHEN E. HULME</u>	Date Submitted: <u>11/18/24</u>
Home Address: <u>104 S. Houghton</u>	Occupation: <u>ATTORNEY</u>
Home Phone #: <u>972-268-2884</u>	Employer: <u>N/A</u>
*E-mail Address: <u>STEPHEN.HULME@HOTMAIL.COM</u>	Work Phone #: <u>N/A</u>

Kaufman resident for 37 years.

Qualified Voter: Yes ☒ No ☐

Are you related to any of the City Council members or the City Manager? Yes ☐ No ☒
If so, please give the name of the person you are related to and your relation to that person.

Name

Relationship

Highest Education Level Completed, School Attended and Year Graduated: (High School/College)

JURIS DOCTORATE (1972)

Boards/Commissions/Committees you have previously served on:

Dates

BOY OF ADJUSTMENT

2003-2010 (?)

Professional and/or Community (Civic) Activities:

Skills, Hobbies, or Talents:

Stephen E. Hulme

Signature



Meeting
Date: 11/25/2024

Date: 11/05/2024

Item #: 20.

Dept.: Administration

Action Item

SUBJECT:

Consider and take appropriate action on the appointment of four (4) members to the Kaufman Planning and Zoning Commission for a two (2) year term to expire November 2026.

BACKGROUND:

Four (4) members of the Planning and Zoning Commission—Richard Dunn, Burton Brown, Kathy Thorpe, and Kathleen Sisson—have reached the end of their terms and have expressed interest in continuing to serve.

Therefore, the procedure for considering the appointment of a member of the Planning and Zoning Commission is as follows: A simple majority of the Council, four votes, is necessary to make a nomination for the appointment of a prospective member. Any member of the Council may make a nomination for appointment.

Procedurally, the Council should adhere to the process as outlined below:

- Council will vote for the appointment of a member to the Planning and Zoning Commission for an unexpired term to expire in November 2026.
- If the nominee does not attain a simple majority of the Council (four votes), they will not serve as a member.
- Any Council Member can make a nomination for consideration.
- If the nominee then receives a simple majority of the votes by the Council (four votes), that individual will be appointed to serve as a member.

Author:
Jessie Hanks, City Secretary

Reviewed:
Mike Holder, City Manager

Cost:

Funds Available:

Source:

Recommendation: Staff recommends the re-appointment of Richard Dunn, Burton Brown, Kathy Thorpe, and Kathleen Sisson to two (2) year terms to expire November 2026.

REGISTER NOW!

GOV.TEXAS.GOV/EVENTS

DEC. 5

9:00AM-2:30PM



KAUFMAN | 2024 GOVERNOR'S SMALL BUSINESS SUMMIT



KAUFMAN CIVIC CENTER

*This event is hosted by the
Governor's Office of Small Business Assistance in partnership with:*



JOIN
US



CHRISTMAS ON THE SQUARE

Bring your family and friends for a festive holiday experience!



SAT., DEC. 7 TH

Kaufman
Downtown Square

12 PM - 8 PM

ENJOY:

- Unique handmade gifts
- Delicious holiday treats
- Live performances
- Fun activities for kids
- Santa's special appearance
- Annual Tree Lighting

For more info visit: www.kaufmantx.org

SPONSORED BY:



DISCUSSION ITEMS REPORT (DIR)

Project Title	Department	Agenda Date	Entered Date	Status/Notes	Strategy Map
Thoroughfare Plan Update	Development Serv	TBD	10/23/2018	Comp Plan	2,5
Bldg Standards Commission Ordinance	Development Serv	9/1/2019	10/23/2018	BSC to review	4
South Pointe	Development Serv		2/3/2021	Ground breaking occurred 10/22	2,3,4
Public Works Facility	Admin		7/16/2024	Working on needs assessment	5
Fire Department Facility Improvements	Admin/Public Safety			Drainage improvements completed/Doors Painted	1,2,5
City Lakes Emer Action Plan	Public Works	TBD	8/7/2019		5
Film Friendly Designation	Admin/KEDC	TBD	9/1/2023	Working w/ Chamber of Commerce	2,3
Washington Street Utility Relocation	Admin/PW	TBD	10/1/2019	SUE forwarded to TxDOT	2,5
TPW Grant for City Lake Park	Parks & Rec	TBD	12/10/2019	TPWD Grant Awarded	4,5
Comprehensive Plan	Admin		8/26/2020	Pusing Grant Opportunities	2,3,4,5
Street Maintenance Program	Public Works		1/29/2021	Budget Approved, Phase 1 & 2 complete. Start Phase 3.	2,4,5
Storm Drainage Projects	Public Works		1/29/2021	Phase 2 Under Construction	2,4,5
WWTP	PW/Admin		7/16/2024	Schneider IGA approved June 2024	2,4,5
Crestview/Royal Reconstruction	Public Works		9/1/2023	Bid award July 22, 2024	5
Connector Road	Admin		4/29/2021	County project underway	2,3,5
Phillip's Drainage	Public Works		9/1/2023	Bid award July 22, 2024	5
Northeast Utility Project	Admin/PW		9/17/2021	Under Construction	1,2,3,4,5
City Lakes Park/Lower Lake Improvements	Admin/PW		9/23/2021	Working on Cost Estimate and Scope	4
E. 1st North	Public Works		9/1/2023	Curb and Gutter underway	5
Kings Fort Park	PW/Admin		7/27/2022	On hold	3,4,5
Hike & Bike Trail	Admin		7/27/2022	Master Concept Plan & First Segment complete	3,4,5
Arts Council	Admin	TBD	3/15/2023	Public Private Partnership	3,4
City Hall Front Plaza	Admin	TBD	5/15/2023	CM Contingency	4,5
HWY 34 Property	Admin		1/30/2024	Need Demo Quote	4
Impact Fees	Admin		7/16/2024	Scope and Fee Proposal from TNP	2,4,5
TxDOT Property	Admin/EDC		1/30/2024	Closing scheduled for April 2024	2,5

DISCUSSION ITEMS REPORT (DIR)

COMPLETED

Project Title	Project Lead	Agenda Date	Entered Date	Status/Notes	
PID Creation Resolution	Dev Svc/Admin	11/13/2018	10/24/2018	Complete	
TIRZ Creation Ordinance Amendment	Dev Svc/Admin	11/13/2018	10/24/2018	Complete	
TIRZ Project Reprioritization Resolution	Dev Svc/Admin	11/13/2018	10/24/2018	Complete	
Home Improvement Incentive Program	Development Serv	11/13/2018	10/23/2018	Complete	
Budget Book Submission to GFOA	Finance		10/23/2018	Complete	
Interlocal Agreement w/County for PID	Finance		10/30/2018	PID Assessment for Georgetown in 2020	
WWTP Priority Project List	Public Works	11/13/2018	10/23/2018	Mark Hill - Consultant	
2600 Commerce Way Permit Ready	Development Serv	NA	11/6/2018	Complete Permit Issued 11/26/2018	
600 N Nash KC Street Barn Permit Issued	Development Serv	NA	11/6/2018	Complete Finaled 01/04/2019	
Rev Ch 22 & 46 7500SF F Sprinkler Req	Development Serv	11/28/2019 02/25/2019	1/21/2019	Complete 02/25/2019	
Realtor PID Training	Admin	NA		Complete 4/23/2019	
Fee Schedule Update	Development Serv		6/4/2019	Approved by Council	
Bureau Veritas Contract Update	Development Serv		6/4/2019	Approved by Council	
Park Master Plan Update	Parks & Rec	8/5/2019	10/23/2018	Approved by Council	
34/243 Signal Installation	Public Works		10/23/2018	Complete	
HR Coordinator	Admin		12/17/2018	Admin/HR Assistant Full-Time Sept. 30	
Agenda Software Installation/Training	Admin		10/23/2018	Complete	
5 Year CIP	Admin	11/25/2019	11/25/2019	Work Session 12/16/19	
Water & Street Impact Fee Update	Development Serv		6/10/2019	Council approved 12/16/19	
Intern Program	HR	TBD	12/10/2019	Policy to Council 3/30/20	3,5
WWTP Finance Application	Finance	11/13/2018	10/23/2018	GTUA Approval	5
PD/FD Safety Equipment Grant	Public Safety	TBD	3/3/2020	Application Submitted	1
Street Maintenance Priorities	PW/Admin		2/27/2019	List Presented to Council/Incorporated into 5 Year CIP	5
Traffic Signal 1388@34 ByPass	Admin		1/28/2020	Final Construction Underway	1
Solid Waste RFP	Admin	TBD	5/18/2020	Contract Finalized and Approved	4,5
PD Body Camera Grant	PD	4/27/2020	5/19/2020	Grant not awarded	1,5
Civic Center	Admin	7/22/2019		Accepted 01/25/21	2,3
Phase II - Street Bond	Public Works	10/28/2019	10/23/2018	Accepted 01/25/21	5
TxDOT Turnback	Admin	12/17/2018	11/6/2018	Accepted 01/25/21	2,3,5
City Lakes Park Fence	Public Works		1/26/2021	Complete	
Building Official	Development Serv		12/10/2020	Hired	
54-Acre Development	Development Serv	5/18/2020	10/23/2018	PD to Council 05/18/2020	2,3,4
Building Code Update	Development Serv	10/28/2019	6/4/2019	Approved 0-28-19	5
Park Dedication Ordinance	Development Serv	1/25/2021	10/23/2018	PH continued to 2/22/2021	4,5
Police Department Server	PD		1/29/2021	Ordered thru TSM	1,5
Tree Mitigation Ordinance	Development Serv		2/24/2021	Approved	4,5
Kaufman Lake	Admin/PW		1/8/2019	Sold April 2021	2,4,5
Downtown Parking	Admin		1/16/2019	2 Hour Parking Signs going up	2
Fire Engine Replacement	FD	1/25/2021	1/25/2021	Lease Approved	1,5
Greenlight City/EDC Marketing	Admin/EDC		6/16/2020	Greenlight Retainer	1,2
Kaufman Square Speakers	Admin/PW	TBD	10/22/2019	Installation Complete	2,3
Fire Department 5 Year Plan	FD		8/26/2020	Presented at Council Retreat 4/2021	2,5
TIRZ #2	Admin		8/6/2020	PPFP Approved 082420	2,3,4
Tabor Parkway Expansion	PW/Admin			Complete	2,3,5
IT Services RFP	Admin		1/6/2022	Contract award 2/28/22	1,5
Marlow Development	Development Serv	4/22/2019	10/23/2018	Construction Underway	2
Recodification of City Ordinances	Admin	11/13/2018	10/23/2018	Franklin Review	5
Kaufman Estates	PW/Admin	10/28/2019		No Action	5
Sports Complex Parking Lot Paving	PW/Admin	4/25/2022	4/26/2022	Completed	4
Digital Gateway Signage	Admin	TBD	8/17/2020	Could not get an approved site	2,3
Former Senior Center Demo	Development Serv		11/8/2021	Property sold and closed 12/29/22	4
Sports Complex Football Fields/Lighting/S	PW/Admin		9/23/2022	Complete	3,4
High Speed Internet	Admin			Suddenlink live/CIP installing	2,3,5
COVID - 19	Admin/Public Safety	TBD	3/11/2020	Action Plan in Place	4,5
Splash Pad	Parks & Rec	TBD	10/23/2018	Completed	2,3,4
Body Cameras	PD		2/2/2021	Completed	1,3,5
Shannon Park Updates	Admin/PW	4/26/2021	4/26/2021	Completed	3,4,5
AMI	Admin/PW		4/29/2021	Installation complete	4,5
Website Update	Admin		1/26/2021	Planning Phase- kick off meeting on 1/30/2023	2,3
City Hall Front Plaza	Admin	TBD	5/15/2023	CM Contingency	4,5
Subdivision Ordinance Update	Development Serv	1/27/2020	10/23/2018	Completed	5
North & South Water Tower Rehab	Public Works		1/29/2021	Completed	4,5
Becker-Jiba Water Contract	Admin		1/30/2024	Approved	3,5



DATE: November 7, 2024

TO: Kaufman County

FROM: Teresa Elliott; Project Manager

RE: October 2024 Ridership Report

Demand Reponse	September	October	November	December	January	February	March	April	May	June	July	August	YTD
Total Trips	2,480	2,893											5,373
Days of Service	20	23											43
Avg. Daily Trips	124	126											125
Elderly & Disabled Trips	2,038	2,457											4,495
E&D Percentage	82%	85%											84%

Trips By City	September	October	November	December	January	February	March	April	May	June	July	August	YTD
Crandall	56	102											158
Forney	832	994											1,826
Kaufman	325	392											717
Kemp	51	47											98
Mabank	17	35											52
Scurry	15	7											22
Terrell	1,184	1,316											2,500

STARNow	September	October	November	December	January	February	March	April	May	June	July	August	YTD
Total Trips	1,611	1,755											3,366
Days of Service	20	23											43
Avg. Daily Trips	81	76											78
Median Wait Time (mins)	17.96	16.33											17.15

Total Requested Boardings ⓘ	Completed Boardings ⓘ	Avg. Boardings Per Service Hr. ⓘ	Boarding Cancellations ⓘ	Boarding Cancellations (No-Show) ⓘ	Cancellation Percentage ⓘ	
2122	1755	1.95	366	37	17.26 %	
Cancellation Percentage (No Show) ⓘ	Total Requests ⓘ	Completed Requests ⓘ	No Drivers Available Requests ⓘ	Request Cancellations ⓘ	Request Cancellations (No Show) ⓘ	
1.74 %	1923	1583	1	339	34	
Avg. # of Requests per Rider ⓘ	Avg. Travel Duration ⓘ	Avg. Travel Distance ⓘ	Mean Wait Time ⓘ	Median Wait Time ⓘ	Bookings from Admin Panel ⓘ	Bookings from Rider Mobile App ⓘ
9.92	12.79 min	4.21 mi	28.38 min	16.33 min	36.98 %	62.91 %
Bookings from Rider Web ⓘ	Flag Down Bookings ⓘ	Bookings from IVR ⓘ	Bookings from AI Voice ⓘ	Avg. # Riders per Request ⓘ		
0 %	0 %	0 %	0.11 %	1.11		

STARNow Trips By City	September	October	November	December	January	February	March	April	May	June	July	August	YTD
Kaufman	67	72											139
Forney	773	993											1,766
Terrell	670	690											1,360

Compliance Report

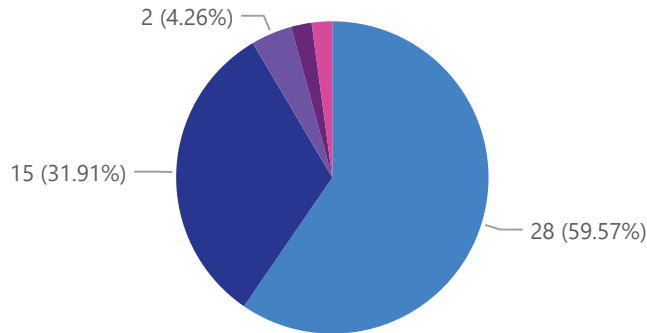
911 Incident Response Plan (groups) # of Request # of Transports # of Exception Compliance % Capture Rate

City of Kaufman P1	35	27	3	91%	77.1%
City of Kaufman P2	97	51	4	96%	52.6%
City of Kaufman P3	22	17		100%	77.3%
Total	154	95	7	95%	61.7%



October 2024

Non Transport



Cancel Reason

- AMA Refused Treatment or Transport
- Cancelled by FD
- Cancelled - Second Unit not needed
- Dead at Scene
- False Call/False Alarm

Destination

Dropoff Fac	Transport	% of Trans
Texas Health Kaufman (KAUF)	62	65.26%
Baylor Scott & White - Dallas (DBMC)	7	7.37%
Children's Medical Ctr (DCMC)	6	6.32%
Baylor Scott & White - Sunnyvale (SUNV)	4	4.21%
Non Facility	4	4.21%
Dallas Regional Medical Center (MDR1)	3	3.16%
Methodist Dallas Medical Center (DMMC)	2	2.11%
Texas Health Dallas (DPMC)	2	2.11%
Texas Health Rockwall (RKPH)	2	2.11%
Hunt Regional Greenville (GRNV)	1	1.05%
Medical City Dallas (DMCD)	1	1.05%
UT Health - Athens (ATHN)	1	1.05%
Total	95	100.00%

Fractile Response

Fractile Bin	Count of TransferID
	19
1) < 5 Min	88
2) 5 Min to 10 Min	17
5) > 30 Min	30
Total	154

Average Response Time

00:05:22

Average Response Time

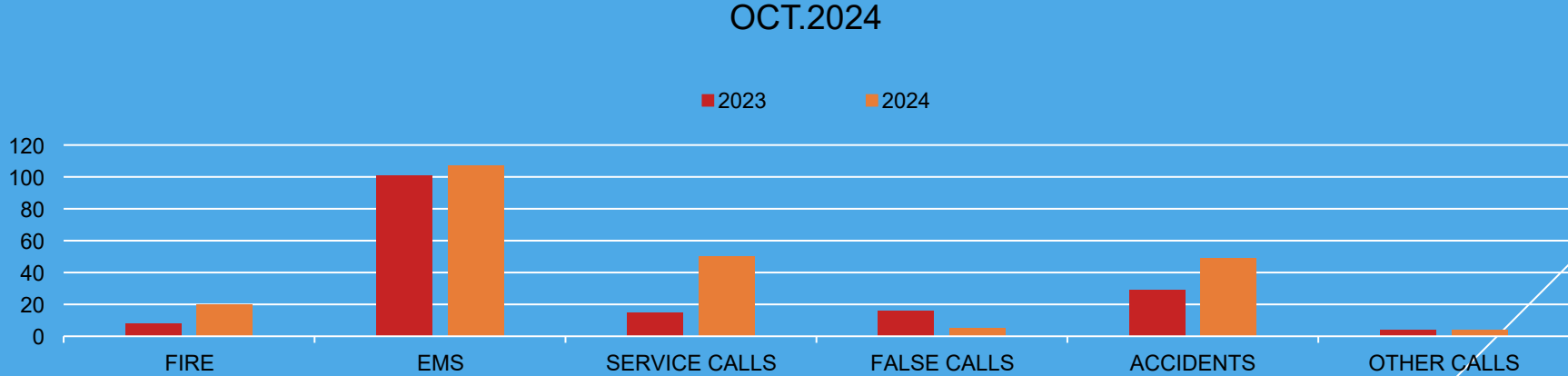


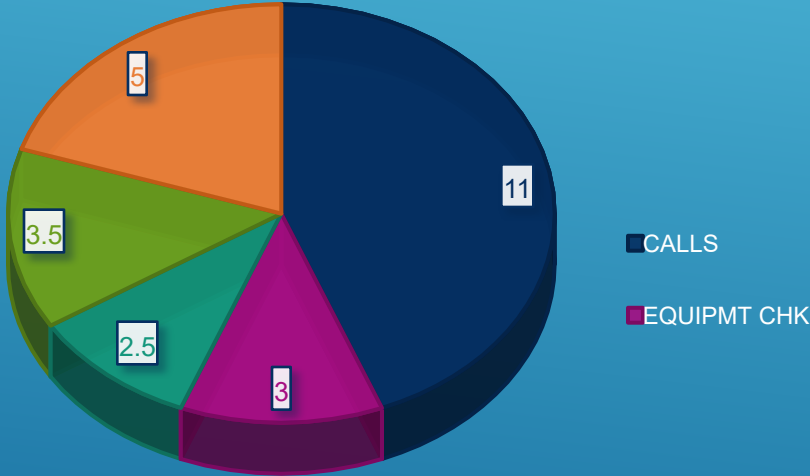
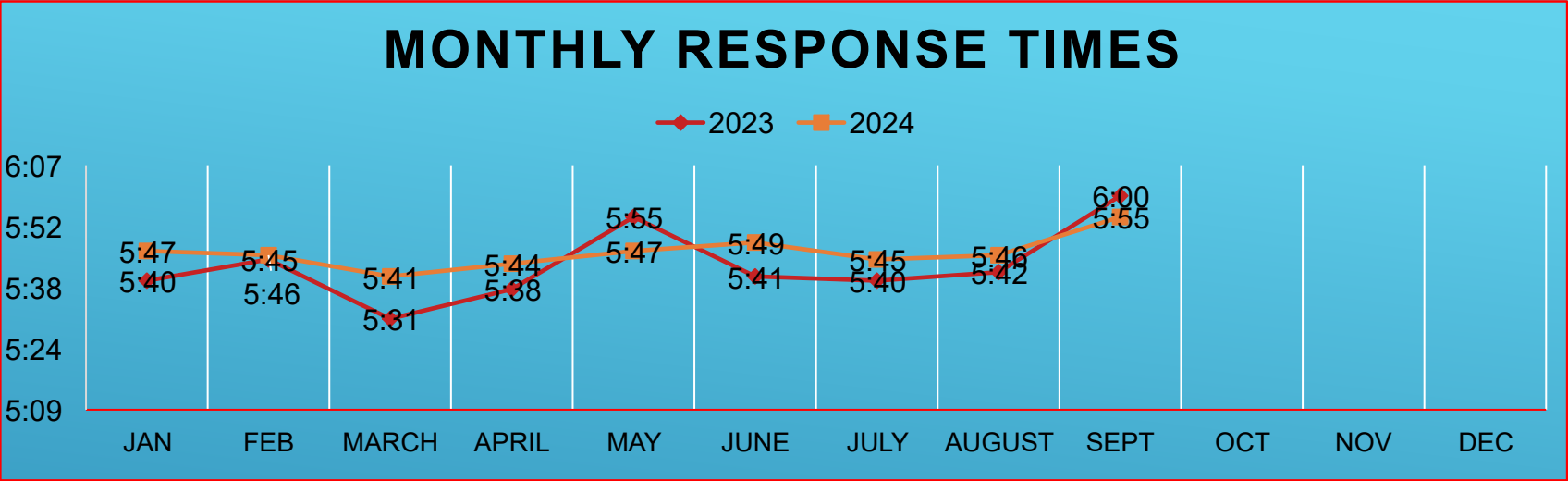
KAUFMAN FIRE DEPARTMENT MONTHLY DASHBOARD REPORT OCTOBER 2024





	2023 OCT	OCT 24	MONTHLY INCREASE / DECREASE %	FISCAL YTD OCT. 23 TO SEPT 24	FISCAL YTD OCT. 24 TO SEPT 25	FISCAL YTD INCREASE DECREASE %
FIRE CALLS	8	20	21%	14	20	43%
RESCUE & EMERGENCY MEDICAL SERVICES	101	107	-12%	121	107	-12%
HAZARDOUS CONDITIONS	29	25	47%	13	25	48%
SERVICE /INSP/ GOOD INTENT CALLS	15	50	11%	15	50	70%
FALSE ALARMS & FALSE CALLS	16	5	-68%	8	5	-60%
ACCIDENTS	29	49	48%	33	49	33%
OTHER INCIDENTS	4	4	0%	3	4	25%
TOTAL CALLS	202	260	14%	207	260	20%





SHIFT HOURLY UTILIZATION 43 %
NFPA NATIONAL STANDARDS 25% TO 30% MAXIMUM

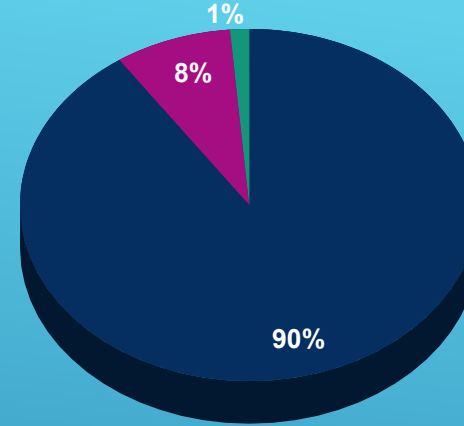
OCTOBER PREVENTION REVIEW

1 DEVELOPMENT PLANS REVIEWED

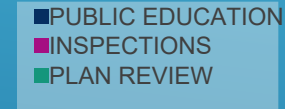
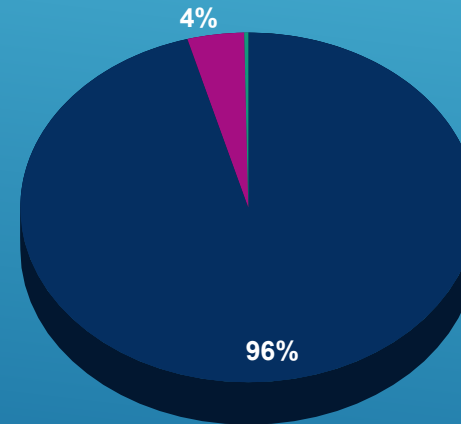
CONDUCTED 42 FIRE SAFETY
INSPECTIONS

CONDUCTED FIRE PREVENTION
PRESENTATIONS FOR 1500 KIDS
AND CITIZENS

YEARLY 2023



OCT. 2024



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



PERSONNEL CONTINUING EDUCATION

FIRE

WILDLAND FIRE ATTACK AND SHELTER USE AND LOOKOUT WARNINGS

EMS

MEDICAL ABDOMINAL ISSUES AND TREATMENT

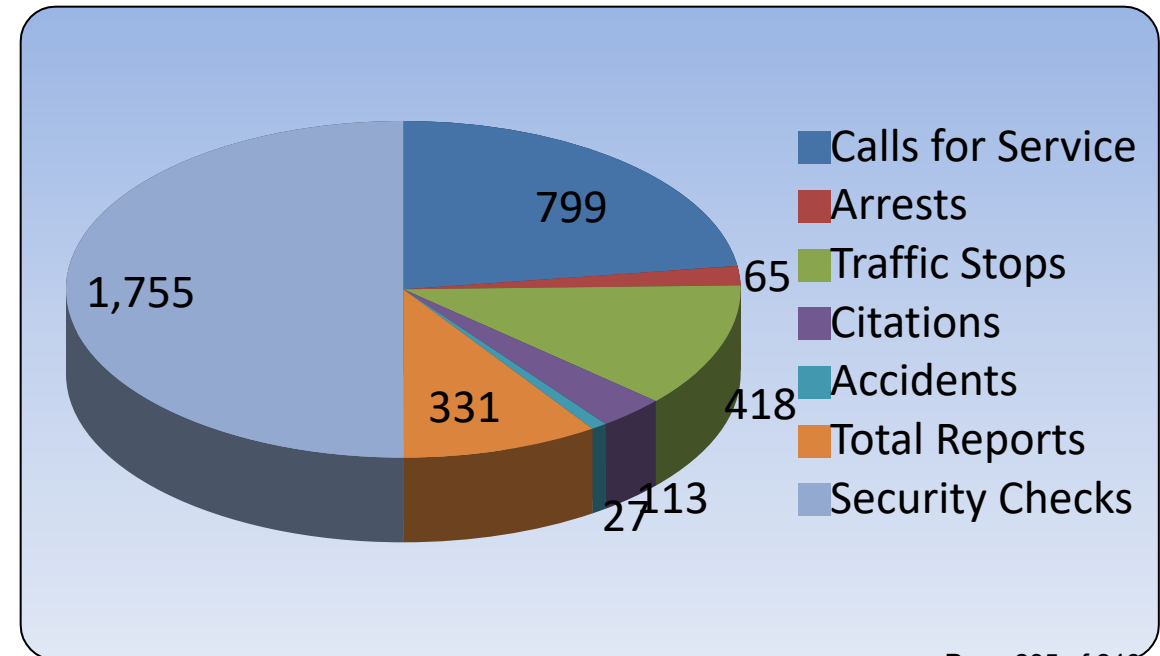
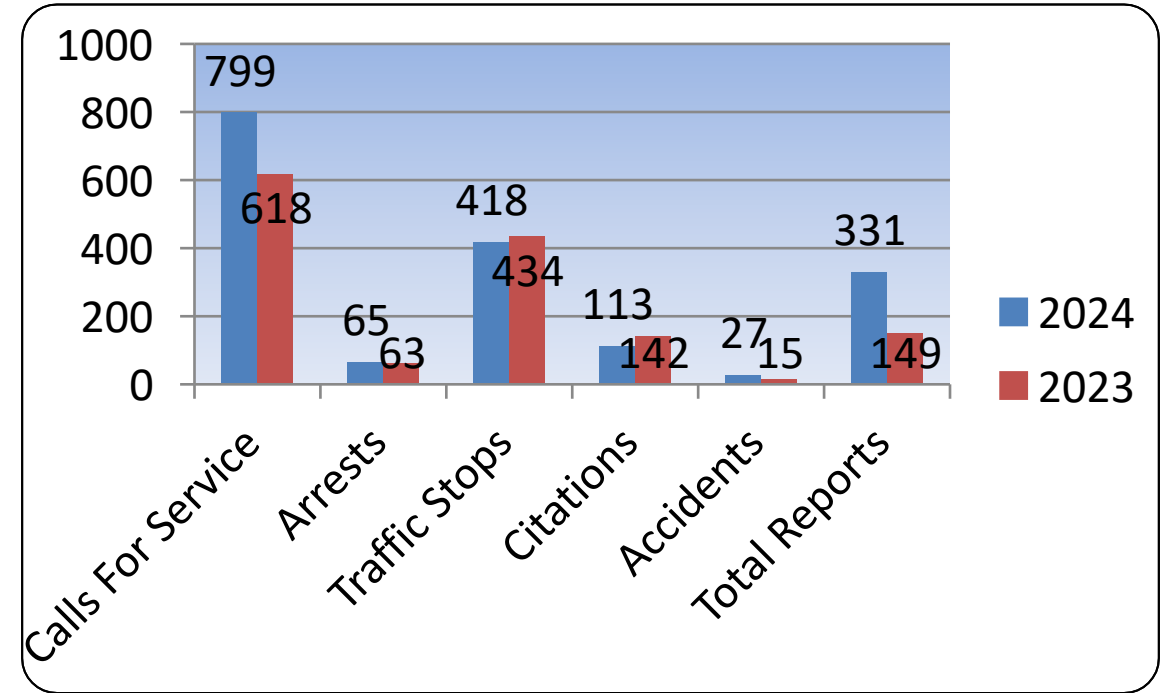


KAUFMAN POLICE DEPARTMENT

PATROL ACTIVITY OCTOBER 2024

OCTOBER 2024, Kaufman Police Department's Patrol Division Activity:

- **799** Calls For Service, Including Accidents
- **27** Traffic Accidents
- Completed **1,755** Homes, Parks, & Business Checks
- Completed **418** Traffic Stops
- Completed **60** Offense Reports
- Completed **271** Incident Reports
- Completed **331** Reports
- Made **65** Arrests
- Average monthly response time to calls is **4:14** minutes.

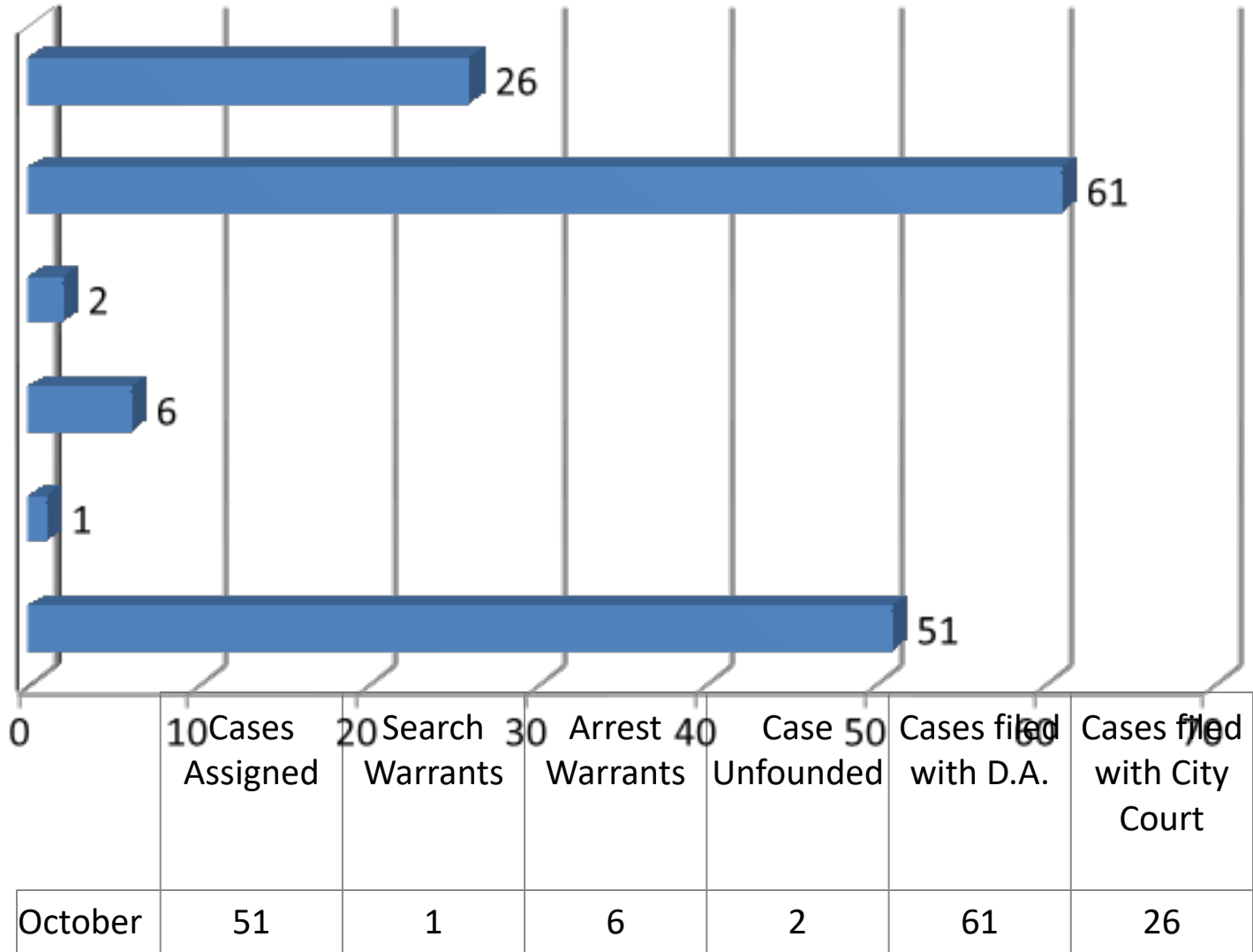


Community Engagement OCTOBER 2024**Social Media Posts 15, Facebook Followers 13K.****Events attended by Kaufman Police Department employees:**

- Chief Edwards attended Lions Club meetings.
- KPD Officers worked Halloween on Houston Street.
- Captain Leftwich “Arrested” Mayor Jeff Jordan for Kaufman County Crime Stoppers Bail and Jail Fundraiser.
- Officer Adam Wall attended the Kaufman ISD Education Foundation Gala.
- Sergeant Meagan Turner attended the Sonshine School for law enforcement day presentation.
- KPD Officers worked Kaufman Harvest Fest on the square.
- KPD Officers hosted National Night Out at Shannon Park

Training:

- Kaufman Police Department Captain Leftwich, Sergeant Stastny and Sergeant Wagner assisted in ALERRT training for officers.
- Sergeant Wagner, Sergeant Bolden and Officer Gutierrez attended Highway Investigation for Patrol course in Tyler.
- Officers completed online training for TCOLE mandates and continued training hours.

Kaufman Criminal Investigations Division
OCTOBER 2024

■ October





Year to Date Comparison Report

Beginning Date: 01/01/2024

Ending Date: 11/30/2024

Printed On: 11/05/2024

Page 1 of 3

Offenses Known to Police

Agency: KAUFMAN PD

Classification of Offenses	Offenses Reported	Offenses Cleared	Projected Rate/1000	Last YTD Reported	Percent Change
Animal Cruelty, Total	0	0	0.00	0	-
Arson, Total	0	0	0.00	0	-
Assault Offenses, Total	74	63	8.28	68	8.82%
Aggravated Assault	11	9	1.23	9	22.22%
Intimidation	0	0	0.00	4	-100.00%
Simple Assault	63	54	7.05	55	14.55%
Bribery, Total	0	0	0.00	0	-
Burglary/Breaking and Entering, Total	14	3	1.57	13	7.69%
Counterfeiting/Forgery, Total	2	1	0.22	14	-85.71%
Destruction/Damage/Vandalism of Property, Total	18	5	2.01	26	-30.77%
Drug/Narcotic Offenses, Total	239	226	26.75	312	-23.40%
Drug Equipment Violations	70	67	7.83	96	-27.08%
Drug/Narcotic Violations	169	159	18.91	216	-21.76%
Embezzlement, Total	0	0	0.00	8	-100.00%
Extortion/Blackmail, Total	1	0	0.11	0	-
Fraud Offenses, Total	17	12	1.90	9	88.89%
False Pretense/Swindle/Confidence Game	3	3	0.34	1	200.00%
Credit Card/Automatic Teller Machine Fraud	5	2	0.56	1	400.00%
Welfare Fraud	0	0	0.00	0	-
Wire Fraud	0	0	0.00	0	-
Hacking/Computer Invasion	0	0	0.00	0	-
Identity Theft	0	0	0.00	0	-
Impersonation	9	7	1.01	7	28.57%
Gambling Offenses, Total	1	0	0.11	1	0.00%
Betting/Wagering	0	0	0.00	0	-
Operating/Promoting/Assisting Gambling	1	0	0.11	1	0.00%
Sports Tampering	0	0	0.00	0	-



Year to Date Comparison Report

Printed On: 11/05/2024

Beginning Date: 01/01/2024

Ending Date: 11/30/2024

Page 2 of 3

Offenses Known to Police

Agency: KAUFMAN PD

Classification of Offenses	Offenses Reported	Offenses Cleared	Projected Rate/1000	Last YTD Reported	Percent Change
Gambling Equipment Violations	0	0	0.00	0	-
Homicide Offenses, Total	0	0	0.00	0	-
Murder and Nonnegligent Manslaughter	0	0	0.00	0	-
Negligent Manslaughter	0	0	0.00	0	-
Human Trafficking, Total	0	0	0.00	0	-
Human Trafficking, Commercial Sex Acts	0	0	0.00	0	-
Human Trafficking, Involuntary Servitude	0	0	0.00	0	-
Kidnapping/Abduction, Total	0	0	0.00	0	-
Larceny/Theft Offenses, Total	103	51	11.53	80	28.75%
Motor Vehicle Theft, Total	9	2	1.01	20	-55.00%
Pornography/Obscene Material, Total	1	1	0.11	1	0.00%
Prostitution Offenses, Total	0	0	0.00	0	-
Assisting or Promoting Prostitution	0	0	0.00	0	-
Prostitution	0	0	0.00	0	-
Purchasing Prostitution	0	0	0.00	0	-
Robbery, Total	1	0	0.11	0	-
Sex Offenses, Total	4	3	0.45	4	0.00%
Fondling	1	1	0.11	4	-75.00%
Rape	2	1	0.22	0	-
Sexual Assault with an Object	1	1	0.11	0	-
Sodomy	0	0	0.00	0	-
Sex Offenses, Non-Forcible, Total	0	0	0.00	0	-
Statutory Rape	0	0	0.00	0	-
Incest	0	0	0.00	0	-
Stolen Property Offenses, Total	2	2	0.22	1	100.00%
Weapons Law Violations, Total	18	18	2.01	20	-10.00%
Group A Offense, Total	504	387	56.41	577	-12.65%



Year to Date Comparison Report

Printed On: 11/05/2024

Beginning Date: 01/01/2024

Ending Date: 11/30/2024

Page 3 of 3

Offenses Known to Police

Agency: KAUFMAN PD

Classification of Offenses	Offenses Reported	Offenses Cleared	Projected Rate/1000	Last YTD Reported	Percent Change
Crimes Against Person, Total	78	66	8.73	72	8.33%
Crimes Against Property, Total	167	76	18.69	171	-2.34%
Crimes Against Society, Total	259	245	28.99	334	-22.46%
Officers Killed or Assaulted YTD	0			4	-100.00%

KAUFMAN POLICE DEPARTMENT
CODE COMPLIANCE OCTOBER 2024

OCTOBER 2024, Kaufman Code Compliance Located or Responded To-

- Total Violations – 120
- Cases Opened/First Notice Sent – 48
- Second Notice of Violation Sent – 2
- Cases Sent To Court – 0
- Cases Closed – 61
- Current Active Cases - 52



KAUFMAN POLICE DEPARTMENT ANIMAL SERVICES REPORT OCTOBER 2024

OCTOBER 2024, Kaufman Animal Services Responded To-

- Calls For Service - 49
- Follow-up Calls - 0
- Warnings Issued – 6
- Citations Issued – 5
- Traps Set – 4

Animals Captured

On Calls – 11

On View – 1

Animals Turned Over

To Owner – 0

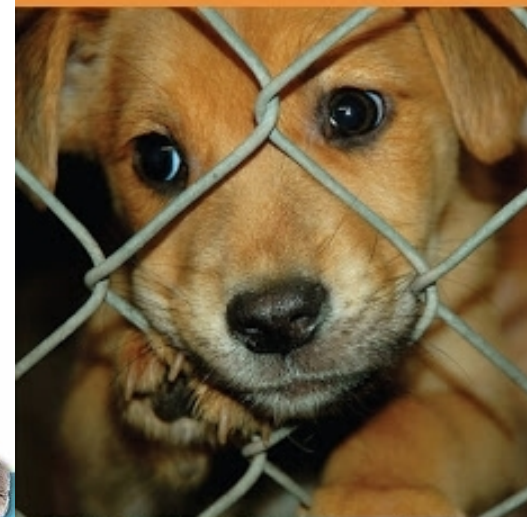
To Humane Society – 4

Dead Animals Recovered: - 2

Non-Domestic Animals Captured – 2



Give them a life.



They'll give you
a life of love.



Shelters are filled with healthy, friendly, often even purebred dogs, just waiting for a home, yet half of these dogs are euthanized because no one will adopt them. The ASPCA can help you find the perfect match.



Development Services October 2024
Monthly Report
 Permits Issued: 10/01/2024 - 10/31/2024

Permit Title	Project Address	Credential Contacts	Permit Issued Date	Project Fees Paid	Project Valuation	Project Sq. Ft.
Access Control	850 Ed Hall Dr.	CARL PABST Entech Sales and Services (Applicant)	10/29/2024	\$ 192.81	\$ 6,000.00	0
Banners and Temporary Signage	102 E Mulberry St.	Kellie Stolusky The Mercantile on Grove (Business Manager)	10/28/2024	\$ -	\$ -	0
Banners and Temporary Signage	2600 Tabor Pkwy.	Tessie Lambeth Juniper Pointe Apartments (Business Manager)	10/29/2024	\$ 103.00	\$ -	0
Banners and Temporary Signage	201 Kings Fort Pkwy.	Samuel Baillargeon (Business Manager)	10/10/2024	\$ 51.50	\$ -	0
Banners and Temporary Signage	208 S Houston St.		10/28/2024	\$ -	\$ -	0
Banners and Temporary Signage	215 W Mulberry St.	Stacey Flowers My Love's Dinners, LLC (Business Manager)	10/07/2024	\$ 103.00	\$ -	0
Banners and Temporary Signage	9 Oak Creek Dr., E		10/11/2024	\$ 51.50	\$ -	0
Commercial Minor Addition, Remodel or Repair	850 Ed Hall Dr.	Robert Scott Petri Electric (Electrical Contractor), Ronny Pewitt HC Beck, Ltd. (	10/01/2024	\$ 3,025.68	\$ 1,457,379.00	336
Commercial Minor Addition, Remodel or Repair	2009 S Washington St.	Jason Abt Archden Construction Services, LLC (General Contractor)	10/30/2024	\$ 543.84	\$ 12,000.00	21
Commercial Minor Addition, Remodel or Repair	510 E Hwy 175 , Ste E	Christopher Jarosz DC Construction & Development, LLC (General Contractor)	10/28/2024	\$ 405.60	\$ 18,700.00	840
Driveway, Parking Lot or Sidewalk Permit (C)	1400 S Washington St.	Jesus Rodriguez Govea JR Concrete Construction Services LLC (General Contra	10/15/2024	\$ 383.16	\$ 25,000.00	0
Electrical Permit (C)	506 S Washington St.	Kevin George Electric by George (Electrical Contractor)	10/10/2024	\$ 103.00	\$ 6,000.00	0
Electrical Permit (C)	1201 E Fair St.	Macedonio Tudon MT Electric Service Repair (Electrical Contractor)	10/31/2024	\$ 103.00	\$ 4,800.00	0
Electrical Permit (R)	1603 S Jefferson St.	Randall Gardner (Electrical Contractor)	10/24/2024	\$ 103.00	\$ 1,200.00	0
Electrical Permit (R)	206 E 4Th St.	Roberto Vazquez Vazquez Electrical Contractor LLC (Electrical Contractor)	10/29/2024	\$ 103.00	\$ 1,000.00	0
Fence Permit (R)	606 N Washington St.	Alexis Longenecker Platinum Contracting LLC (General Contractor)	10/02/2024	\$ 82.40	\$ 3,500.00	0
Fence Permit (R)	1305 E Hickory St.	Gary Nobles Cameron contractor (General Contractor)	10/17/2024	\$ 100.00	\$ 800.00	0
Fire Suppression (Ansul System)	100 Old Rail Road , C	Eddie Seale Seale of Protection Inc. (Fire Suppression)	10/11/2024	\$ 192.81	\$ 5,500.00	0
Foundation Repair (R)	300 N Jefferson St.	Mike Watson Accupier Foundation Repair, Llc (Foundation Contractor), Mike	10/07/2024	\$ 103.00	\$ 1,000.00	0
Foundation Repair (R)	306 N Monroe St.	Hayden Slack G.L. HUNT FOUNDATION (Foundation Contractor)	10/23/2024	\$ 103.00	\$ 5,732.40	0
Foundation Repair (R)	1105 E 1st North St.	Thalia Zamudio Montana Foundation Repair LLC (Foundation Contractor), Tha	10/28/2024	\$ 103.00	\$ 2,500.00	0
Foundation Repair (R)	1707 S Houston St.	Adrian Villafana AVM Foundation Repair (General Contractor)	10/28/2024	\$ 103.00	\$ 4,000.00	0
Foundation Repair (R)	205 E 6Th St.	Luis Alvarez Tom's Discount Foundation Repair (Foundation Contractor)	10/04/2024	\$ 103.00	\$ 6,300.00	0
Grading	945 Kings Fort Pkwy.	Colby Loyd Transcend Construction Inc. (General Contractor)	10/31/2024	\$ 103.00	\$ 200,000.00	0
Mechanical Permit (C)	100 Old Rail Road , C	James Brewer Economic HVAC (Mechanical Contractor)	10/08/2024	\$ 103.00	\$ 500.00	0
Mechanical Permit (R)	4100 Berry Ln.	Robert Smith Accurate Home Services (Mechanical Contractor)	10/15/2024	\$ 103.00	\$ 10,000.00	0
Mechanical Permit (R)	1405 Ridgebriar Dr.	Robert Renfro (Mechanical Contractor)	10/16/2024	\$ 103.00	\$ 14,700.00	0
Mechanical Permit (R)	1410 Chancellor Dr.	Robert Smith Accurate Home Services (Mechanical Contractor)	10/01/2024	\$ 82.40	\$ 15,000.00	0
Mechanical Permit (R)	1618 Lee St.	Robert Smith Accurate Home Services (Mechanical Contractor)	10/01/2024	\$ 82.40	\$ 13,000.00	0
Plumbing Permit (R)	606 N Washington St.	Christopher Embry (Plumbing Contractor)	10/22/2024	\$ 3,314.00	\$ 3,000.00	0
Plumbing Permit (R)	700 Adams Ln.	Ricky Gene Anderson RBA Services (Plumbing Contractor)	10/11/2024	\$ 103.00	\$ 2,100.00	0
Residential Accessory Buildings/Carport Permit	1608 Anthony St.	Stacy Tucker Lifeorce/Texwin/Winslows (General Contractor)	10/31/2024	\$ 148.32	\$ 16,873.16	640
Residential Accessory Buildings/Carport Permit	606 S Dallas St.	CABRERA MIGUEL (Home Owner)	10/15/2024	\$ 148.32	\$ 2,500.00	160
Residential Accessory Buildings/Carport Permit	1300 S Houston St.		10/11/2024	\$ 160.00	\$ 10,000.00	288
Residential Accessory Buildings/Carport Permit	4100 Berry Ln.		10/16/2024	\$ 144.00	\$ 5,740.00	192
Residential Addition, Remodel or Repair	404 N Wilson St.		10/16/2024	\$ 262.05	\$ -	0
Residential Addition, Remodel or Repair	400 Main St.	Alejandro Compian Alejandro Compian RMP (Plumbing Contractor), Jesus Gar	10/22/2024	\$ 1,149.48	\$ -	0
Residential Addition, Remodel or Repair	402 E 6Th St.	Luis Manuel Cespedes Lopez (Home Owner)	10/16/2024	\$ 100.00	\$ -	0
Residential Addition, Remodel or Repair	501 E Hickory St.		10/11/2024	\$ 235.00	\$ -	0
Roofing (C)	3950 S Houston St.	Liliana Tovar Psalms Exteriors Inc. (General Contractor)	10/21/2024	\$ 355.20	\$ 15,910.00	0
Roofing (R)	2003 Oxford Dr.	Steve Carter Carter Builders (General Contractor)	10/08/2024	\$ 100.00	\$ 12,000.00	0
Roofing (R)	1400 Crestview Dr.	Carl Wisener MOORE Dynamic Roofing (General Contractor)	10/17/2024	\$ 103.00	\$ 10,300.00	0
Sign Permit	300 W Grove St.	Abel Devora A & A Signs (Sign Contractor)	10/22/2024	\$ 185.40	\$ 2,500.00	0
Solar Panel Permit (R)	203 W 5th	Michael King North Texas Dc, dba CORE Solar (Electrical Contractor), Michael	10/31/2024	\$ 545.90	\$ 25,000.00	0
Special Events Food Permits	2000 W Fair St.	Mario Alanis Almost Famous Tacos (Business Manager)	10/01/2024	\$ 50.00	\$ -	0
Temporary Use Permit	200 4Th		10/03/2024	\$ -	\$ -	0
				\$ 13,842.77	\$ 1,920,534.56	2477

December 2024						
◀ November						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3 Planning & Zoning Meeting	4	5 Small Business Summit	6	7 Christmas on the Square
8	9	10 KEDC KVFD Banquet	11	12 Crestview Public Meeting	13	14
15	16 Regular City Council Meeting	17	18 Employee Christmas Luncheon & Awards Banquet	19 Parks & Rec Meeting	20	21
22	23	24 City Hall Closed- Christmas	25 City Hall Closed- Christmas	26	27	28
29	30	31				

January 2025						
◀ December					February ▶	
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1 City Hall Closed- New Year's Day	2	3	4
5	6	7 Planning & Zoning Meeting	8	9	10	11
12	13	14 KEDC	15 First Day to File for Election	16 Parks & Rec Meeting	17	18
19	20 City Hall Closed- Martin Luther King Day	21	22	23	24	25
26	27 Regular City Council Meeting	28	29	30	31	

February 2025						
◀ January						March ▶
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4 Planning & Zoning Meeting	5	6	7	8
9	10	11 KEDC	12	13	14 Last Day to File for Election	15
16	17 City Hall Closed- Presidents' Day Kaufman County Day	18 Kaufman County Day	19	20 Parks & Rec Meeting	21	22
23	24 Regular City Council Meeting	25	26	27	28	