



**AGENDA FOR
TAX INCREMENT REINVESTMENT ZONE #4 (TIRZ #4) - 6:00 PM
AND REGULAR CITY COUNCIL MEETING – 6:30 PM
MONDAY, FEBRUARY 24, 2025
CITY HALL COUNCIL CHAMBERS
209 S. WASHINGTON STREET
KAUFMAN, TEXAS 75142
AND VIA VIDEOCONFERENCE/TELECONFERENCE**

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

CALL TIRZ #4 MEETING TO ORDER TIRZ #4: Chairman calls the Meeting to order, states the date and time, state members present, and declares a quorum present.**

TIRZ #4 ITEMS

1. Consider and take appropriate action on the Final Amended Project and Financing Plan for Tax Increment Reinvestment Zone Number Four, City of Kaufman, Texas, established pursuant to Chapter 311 of the Texas Tax Code. (The Trails)

TIRZ #4 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.**

PRESENTATION

2. Nash Elementary Robotics

RECOGNITION

3. Business of the Month - The Charter Room
4. Texas Municipal Clerks Certification - City Secretary - Jessie Hanks

REPORTS

5. Receive an update and discussion regarding the following:
 - a. The Annual Report for the Kaufman Fire Department for the Calendar Year 2024.
 - b. The Annual Crime Report for the Kaufman Police Department for the Calendar Year 2024.

CONSENT AGENDA

6. Consider and take appropriate action on the minutes from the January 27, 2025, TIRZ #1, TIRZ #2, TIRZ #3, TIRZ #4, and Regular City Council Meeting.
7. Consider and take appropriate action on a Service Contract with 4M Trucking, Inc. for aggregate construction material in an amount not to exceed \$6,200.00; and authorize the Mayor or designee to execute necessary documents.
8. Consider and take appropriate action regarding Resolution R-02-25, a resolution of the City Council of the City of Kaufman, Texas, authorizing continued participation with the Atmos Cities Steering Committee; and authorizing the payment of five cents (\$.05) per capita to the steering committee to fund regulatory and activities related to Atmos Energy Corporation.

END OF CONSENT AGENDA

PUBLIC HEARING

9. Conduct a public hearing and consider and take appropriate action on Ordinance O-03-25, an ordinance of the City Council of the City of Kaufman, Texas, amending Ordinance No. O-02-07 and Chapter 118, "Zoning," of the Code of Ordinances, collectively "The Comprehensive Zoning Ordinance and the official Zoning Map" of the City, to approve Specific Use Permit No. Fifty-Eight (SUP-58) and site plan to permit an Automobile Repair Shop, Major, subject to conditions on approximately 3.577 acres out of the D. Falcon Survey, Abstract No. 151, City of Kaufman, Kaufman County, Texas, generally located at 3175 US Highway 175 (Property ID 5305). The property is zoned Highway Commercial (HC). (Case Z-01-25)
 - a. Presentation
 - b. Public Hearing
 - c. Consider and take appropriate action on Ordinance No. O-03-25
10. Conduct a public hearing, and consider and take appropriate action on Ordinance No. O-04-25, an ordinance of the City Council of the City of Kaufman, Texas, ordaining the City's participation in the Texas Enterprise Zone Program pursuant to the Texas Enterprise Zone Act, Chapter 2303, Texas Government Code, providing tax incentives, designating a liaison for communication with interested parties, and nominating Agile Cold Dallas, LLC to the Office of the Governor Economic Development and Tourism through the Economic Development Bank as an enterprise project.
 - a. Presentation

- b. Public Hearing
- c. Consider and take appropriate action on Ordinance No. O-04-25

DISCUSSION/ACTION ITEMS

- 11. Consider and take appropriate action on Ordinance O-05-25, an ordinance of the City Council of the City of Kaufman, Texas, approving the Final Amended Project and Financing Plan of Tax Increment Reinvestment Zone Number Four, City of Kaufman, Texas, pursuant to Chapter 311 of the Texas Tax Code, and providing an effective date. (The Trails)
- 12. Consider and take appropriate action on Risinger Ranch Development Agreement between Risinger Ranch, LLC and the City of Kaufman, Texas, for a development of the approximate 128.394 acre tract of land (Property ID 2236) situated in the in the Thomas Breedy Survey, Abstract Number 21, situated in the City's Extra Territorial Jurisdiction (ETJ), Kaufman County, Texas, generally located south of the intersection of S.H. 243 and C.R. 2727; and authorizing the Mayor or designee to execute necessary documents.
- 13. Consider and take appropriate action regarding a Reimbursement Agreement between the City and the Enclave at Kings Fort Inc. providing reimbursement of certain costs associated with Kaufman Public Improvement District No. 6, the Enclave at Kings Fort development, and authorizing the Mayor or designee to execute necessary documents.

ANNOUNCEMENTS AND REPORTS FROM CITY MANAGER

- 14. Receive an update and discussion regarding the following:
 - a. 2025 TxDOT Transportation Alternatives (TA) Call for Projects Update
 - b. Kaufman Chamber of Commerce Business Expo and Banquet - February 25
 - c. Council Retreat - April 14 & 15
 - d. Discussion Items Report (DIR)
 - e. STAR Transit Ridership Report – January 2025
 - f. Careflite Compliance Report – January 2025
 - g. Fire Department Monthly Report – January 2025
 - h. Police Department Monthly Report – January 2025
 - i. Development Services Monthly Report – January 2025
 - j. Monthly Calendars Attached

EXECUTIVE SESSION

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

- a. Sec. 551.074. PERSONNEL MATTERS; to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: Performance Evaluation - City Manager; Development Services Director; Fire Chief

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

16. 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, FEBRUARY 21, 2025, 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](https://www.zoom.us/join) OR (888)788-0099 (TOLL FREE) MEETING/WEBINAR ID: 883 6927 8412 PASSWORD: 562304**

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



Meeting
Date: 2/24/2025

Date: 01/03/2025

Item #: 1.

Dept.: Administration

Discussion Item

SUBJECT:

Consider and take appropriate action on the Final Amended Project and Financing Plan for Tax Increment Reinvestment Zone Number Four, City of Kaufman, Texas, established pursuant to Chapter 311 of the Texas Tax Code. (The Trails)

BACKGROUND:

On January 27, 2025, the City Council approved an amended ordinance to expand the boundaries of TIRZ #4, adding a 59.02-acre parcel. This expansion increases the Project and Financing Plan for the zone to a total of \$30 million for public improvements within both the original and expanded areas. The next step is to approve the final amended plan, outlining the use of the allocated funds for infrastructure and development in the expanded zone.

Author:

Mike Holder, City Manager

Reviewed:

Mike Holder, City Manager

Cost:

Funds Available:

Source:

Recommendation: Staff recommends approval of the Final Amended Project and Financing Plan for Tax Increment Reinvestment Zone Number Four, City of Kaufman, Texas, established pursuant to Chapter 311 of the Texas Tax Code. (The Trails)

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

Tax Increment Reinvestment Zone #4

City of Kaufman, Texas

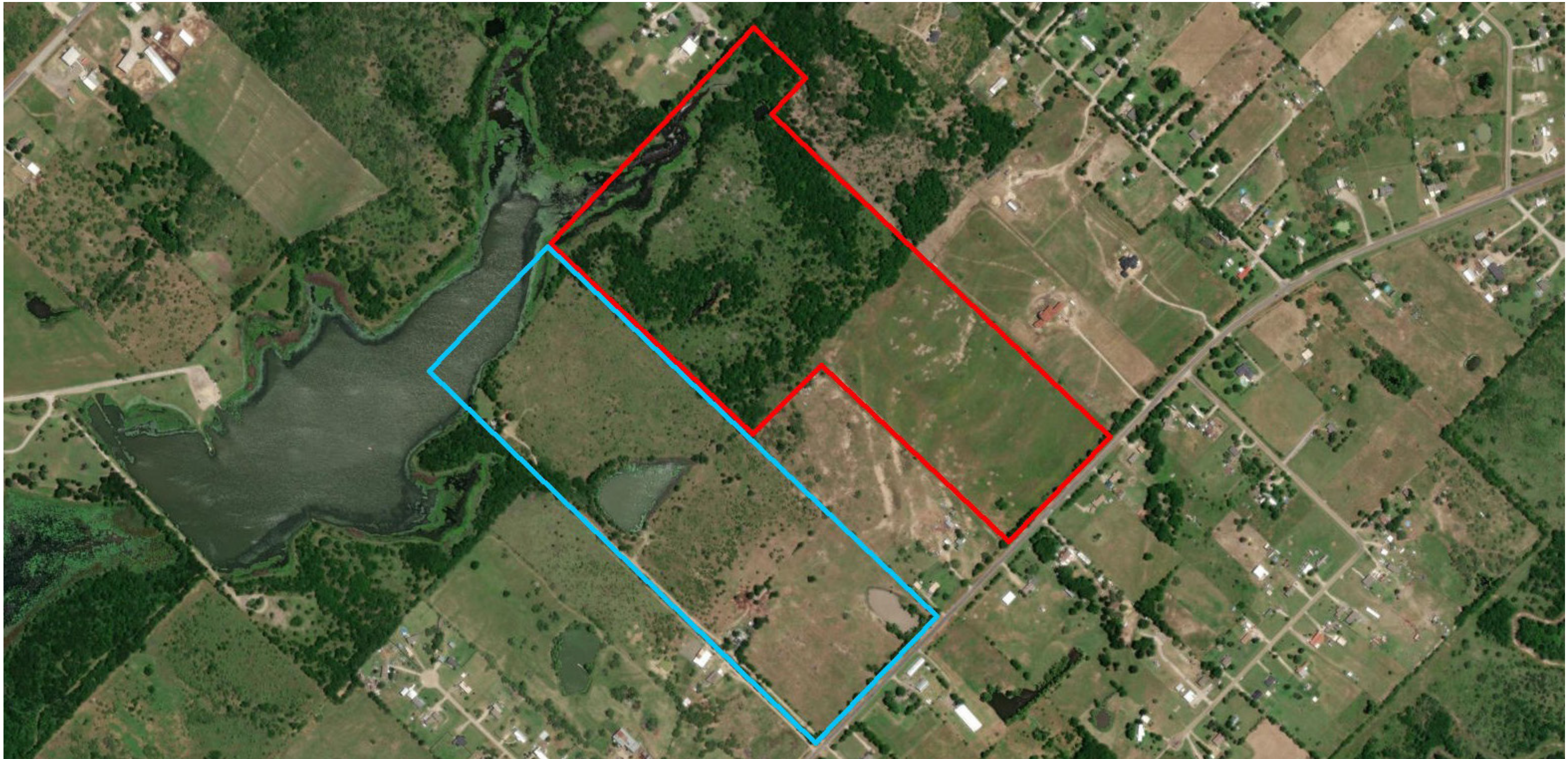


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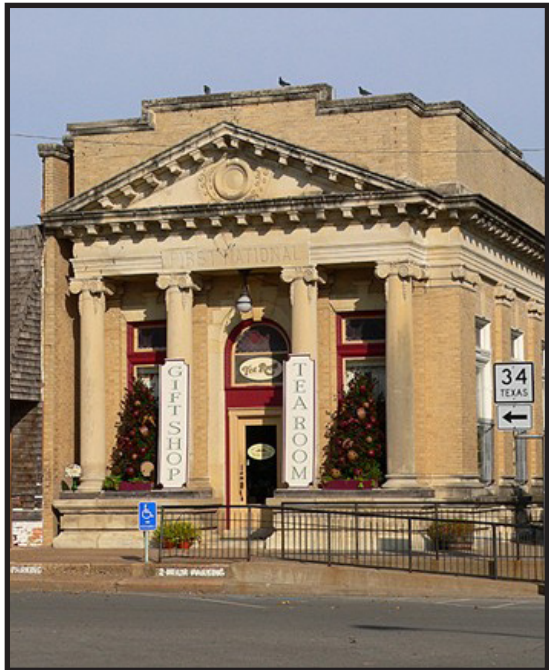
DISCLAIMER

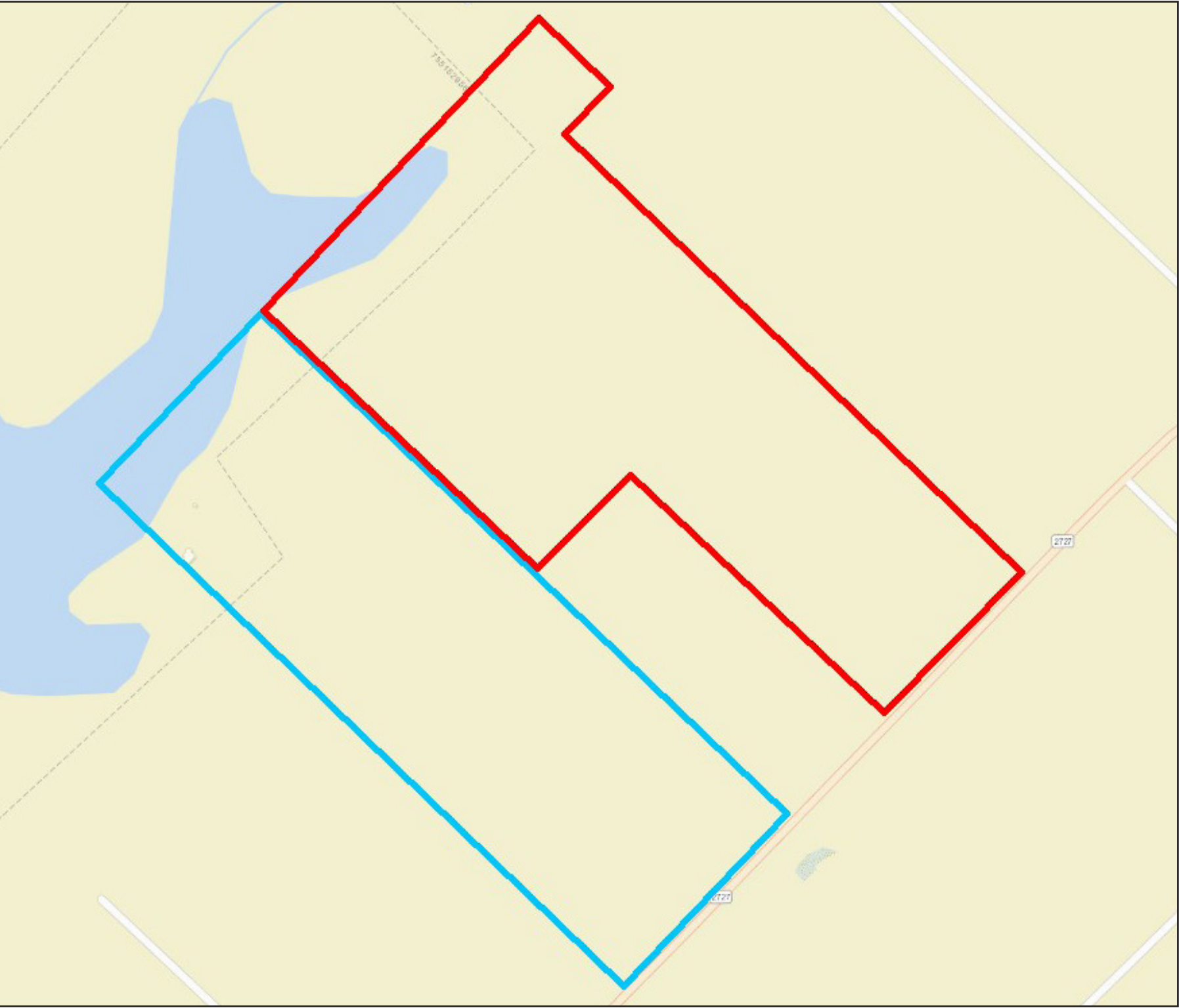
Our conclusions and recommendations are based on current market conditions and the expected performance of the national, and/or local economy and real estate market. Given that economic conditions can change and real estate markets are cyclical, it is critical to monitor the economy and real estate market continuously, and to revisit key project assumptions periodically to ensure that they are still justified.

The future is difficult to predict, particularly given that the economy and housing markets can be cyclical, as well as subject to changing consumer and market psychology. There will usually be differences between projected and actual results because events and circumstances frequently do not occur as expected, and the differences may be material.



Located 30 miles southeast of Dallas and only 30 minutes from downtown, Kaufman is a community that is surrounded by incredible growth. Kaufman maintains its small town heritage while meeting the challenges of new urbanism through flexible development standards. The City of Kaufman is committed to the promotion of these high quality development in all parts of the City of Kaufman; and to an ongoing improvement in the quality of life for its citizens





-  - TIRZ #4 - Original Boundary
-  - TIRZ #4A - Expanded Boundary

Tax Increment Reinvestment Zone #4, City of Kaufman

Tax Increment Financing (TIF) is a tool used to promote both new development and redevelopment within a specified geographic area. A city may designate a geographic area targeted for new development and redevelopment that would not occur but for the designation of the geographic area as a Tax Increment Reinvestment Zone (TIRZ).

On June 24, 2024, the City Council of the City of Kaufman, Texas (the “Council”), pursuant to Chapter 311 of the Texas Tax Code, approved Ordinance O-12-24 designating a contiguous geographic area within the City’s extraterritorial jurisdiction (the “Original Boundaries”) as Reinvestment Zone Number Four, City of Kaufman, Texas. On January 27, 2025 the Council approved ordinance O-01-25 expanding the boundaries to include a contiguous geographic area within the City’s s extraterritorial jurisdiction (the “Expanded Boundaries”, TIRZ #4A) .

The goal of Tax Increment Reinvestment Zone #4 (TIRZ #4) is to fund the construction of needed public infrastructure and to encourage private development that will yield additional tax revenue to all local taxing jurisdictions.

This amended project and financing plan outlines the funding of \$23,789,309 in public improvements related to water, sanitary sewer, and storm water facilites, as well as street and intersection improvements, open space and park facilities, utilities and street lighting, and economic development grants. The TIRZ can fund these improvements through ad valorem participation of eligible taxing jurisdictions, including the City of Kaufman. Without the implementation of the TIRZ, the specified property would continue to impair the sound growth of the municipality.

TIRZ Boundary

The original TIRZ #4 boundaries include 73.09 acres on the west side of FM 2727, approximately 1 mile north of SH 243 adjacent to City Lakes Park (Tract I). The expanded boundaries, TIRZ #4A, include 59.01 acres (Tract II), for a total of 132.10 acres with the TIRZ. The legal description for the zone is described in detail below

**Legal Description - Tract I - 73.09 ACRES OF LAND LOCATED IN THE THOMAS
BEEDY SURVEY, ABSTRACT NO. 21, KAUFMAN COUNTY**

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;

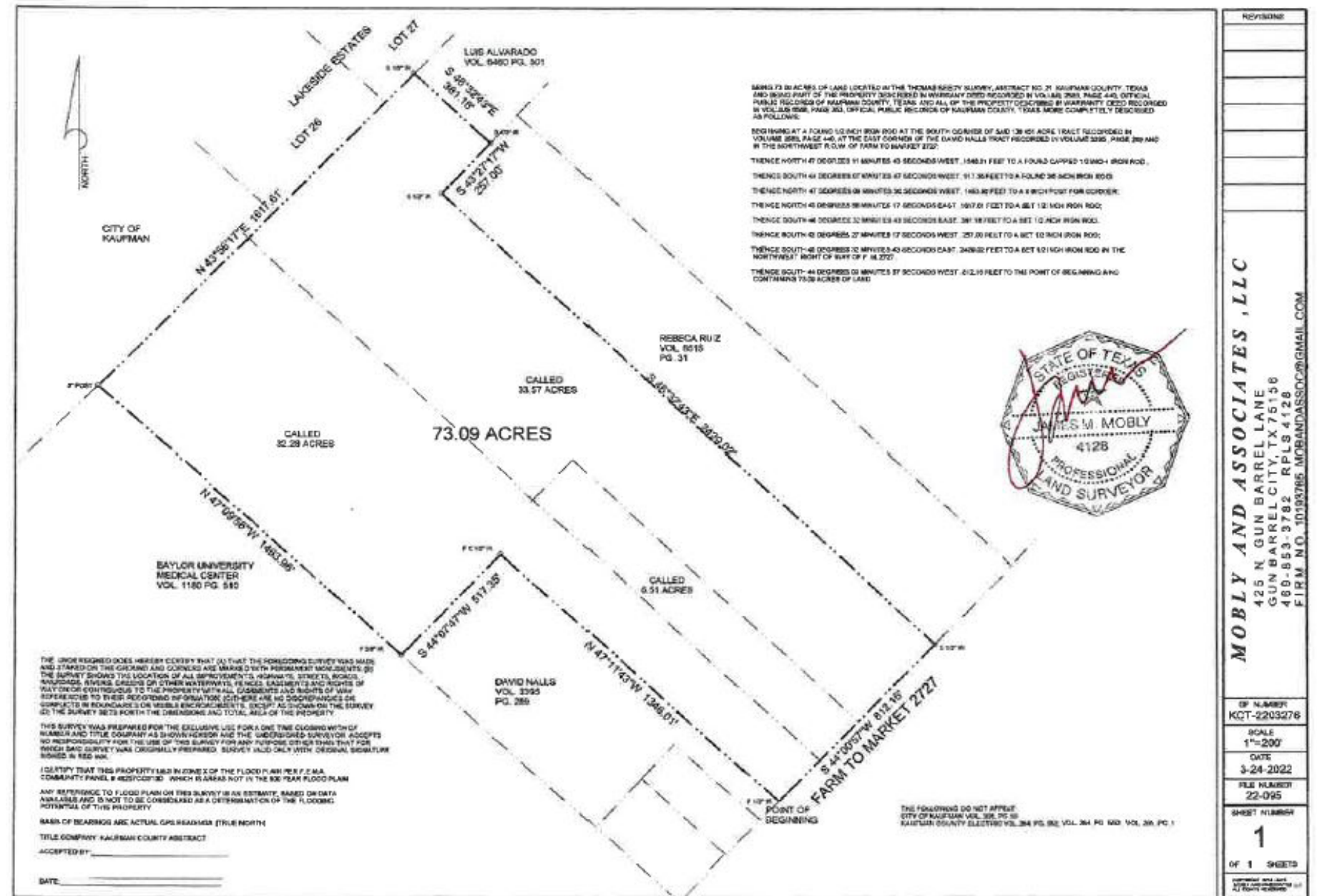
THENCE NORTH 43 DEGREES 56 MINUTES 17 SECONDS EAST, 1617.61 FEET TO
A SET 1/2 INCH IRON ROD;

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.



Tract I - TIRZ #4 - Original Boundary

Legal Description - Tract II - 59.01 ACRES OF LAND

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:

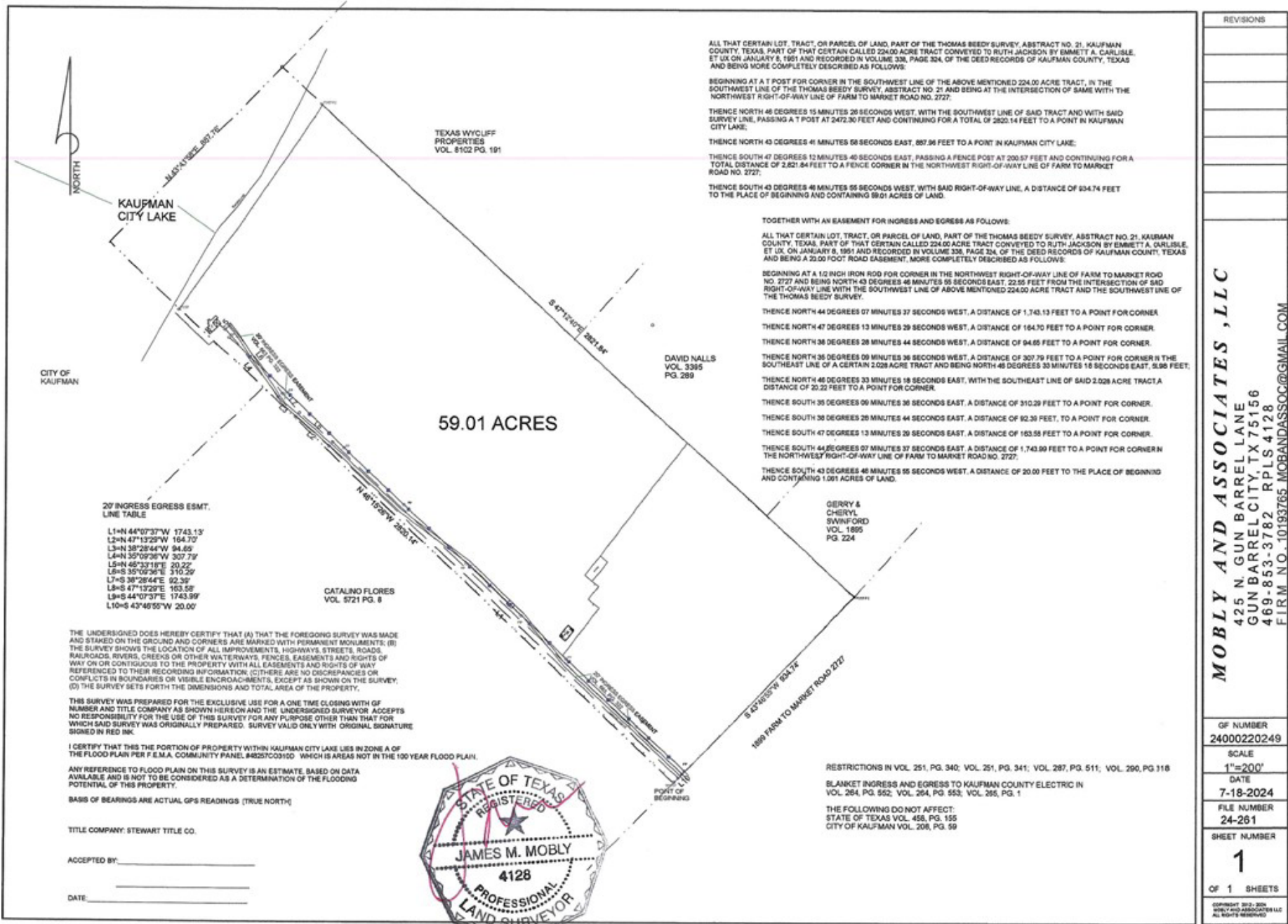
BEGINNING AT T POST FOR CORNER IN THE SOUTHWEST LINE OF THE ABOVE MENTIONED 224.00 ACRE TRACT, IN THE SOUTHWEST LINE OF THE THOMAS BEEDY SURVEY, ABSTRACT NO. 21 AND BEING AT THE INTERSECTION OF SAME WITH THE NORTHWEST RIGHT-OF-WAY LINE OFF ARM TO MARKET ROAD NO. 2727;

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:



Tract II - TIRZ #4A - Expanded Boundary

Legal Description - Tract II - 59.01 ACRES OF LAND (Continued)

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 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.

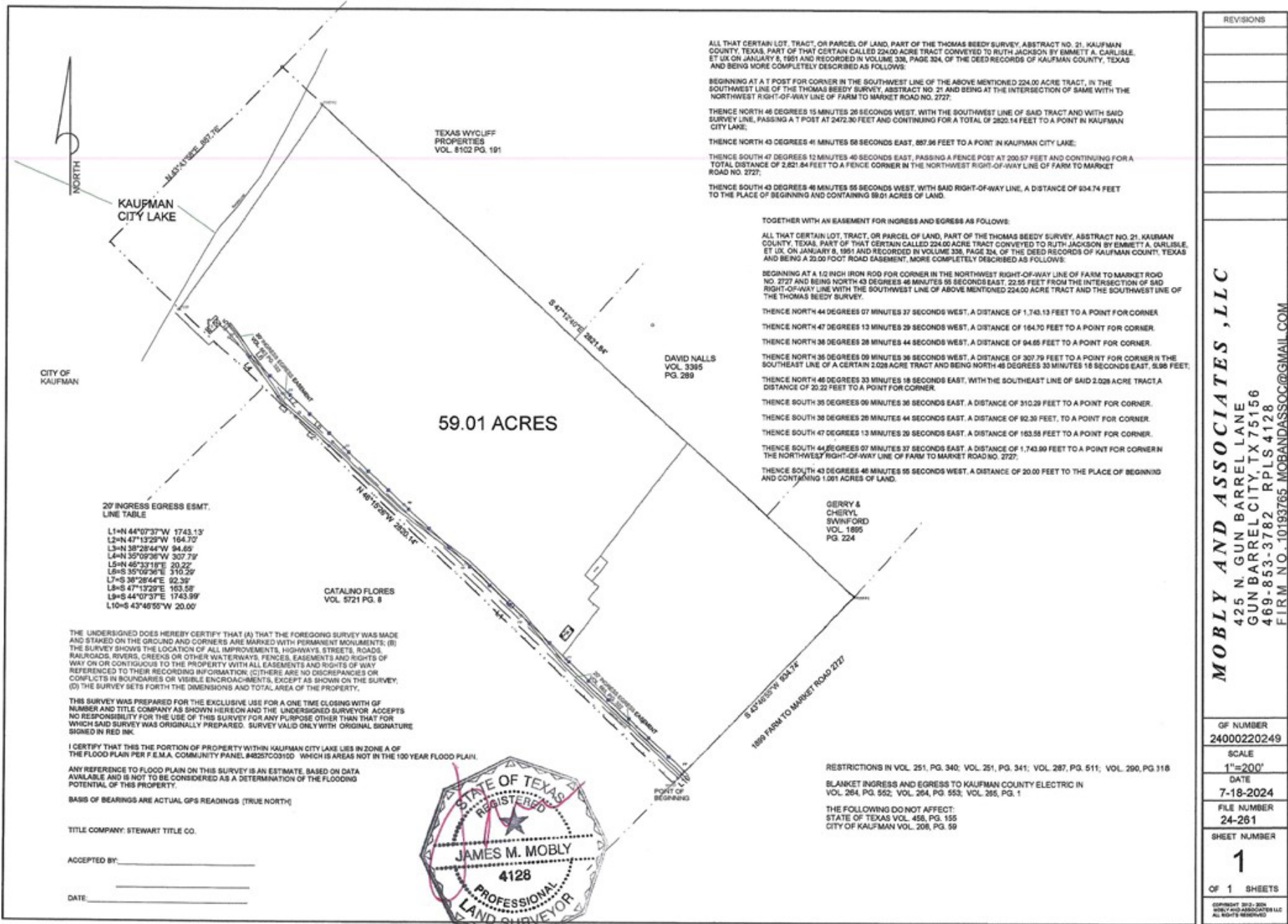
THENCE SOUTH 35 DEGREES 09 MINUTES 36 SECONDS EAST, A DISTANCE OF 310.29 FEET TO A POINT FOR CORNER.

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.



Tract II - TIRZ #4A - Expanded Boundary



-  - TIRZ #4 - Original Boundary
-  - TIRZ #4A - Expanded Boundary

Land Use

The land within the zone is vacant and is well positioned for development.

Method of Relocating Persons to be Displaced

It is not anticipated that any persons will be displaced or need to be relocated as result of implementation.

Zoning

The property is not zoned given that the property is in the City’s extraterritorial jurisdiction.

It is not anticipated there will be any changes to the City of Kaufman zoning ordinance, master plan, building codes, subdivision rules and regulations or other municipal ordinances as a result of the TIRZ.

Current Ownership Information

There are 3 parcels within the original boundaries of Tax Increment Reinvestment Zone #4. The 2024 base year taxable value of the property within the zone is \$0, given that the property was in the City’s extraterritorial jurisdiction as of January 1, 2024.

There are 3 parcels within the expanded boundaries of Tax Increment Reinvestment Zone #4. The 2025 base year taxable value of the property within the zone is \$0, given that the property was in the City’s extraterritorial jurisdiction as of January 1, 2025.

The base value will be certified by Kaufman Central Appraisal District at a later date. For further details of parcels included within the TIRZ see Appendix A.

Proposed Development

The TIRZ #4 boundaries contain a planned proposed single family development shown in the site plan below, projected to include 446 single family homes.



Proposed Development

Anticipated Development

The development within the boundaries is anticipated to be a single family development that will be constructed over the next several years and financed in part by incremental real property tax generated within the TIRZ.

The table below provides an overview of the potential development that DPED estimates will occur during the life of the TIRZ within the boundaries of the TIRZ.

	Initial Delivery Year	Units/SF	Taxable Value PSF/Unit		Incremental Value		
TIRZ 4							
SINGLE FAMILY - 50FT LOT	2027	206	\$	360,000	\$	74,160,000	*
SINGLE FAMILY - 60FT LOT	2027	240	\$	400,000	\$	96,000,000	*
		446	\$	381,525	\$	170,160,000	*

*2025 Taxable Values (No Inflation)

Project Costs of the Zone

There are a number of improvements within Tax Increment Reinvestment Zone #4 that will be financed by in part by incremental real property tax generated within the TIRZ.

Project Costs - TIRZ #4		
Water Facilities and Improvements	\$ 4,282,076	18.0%
Sanitary Sewer Facilities and Improvements	\$ 4,282,076	18.0%
Storm Water Facilities and Improvements	\$ 4,282,076	18.0%
Transit/Parking Improvements	\$ 1,189,465	5.0%
Street and Intersection Improvements	\$ 4,757,862	20.0%
Open Space, Park and Recreation Facilities and Improvements, Public Facilities and Improvements	\$ 2,378,931	10.0%
Economic Development Grants	\$ 2,378,931	10.0%
Administrative Costs	\$ 237,893	1.0%
Total	\$ 23,789,309	100.0%

The categories listed in the table above outline various public improvements, and are meant to include all projects eligible under Chapter 311, Section 311.002 of the Texas Tax Code. The costs illustrated in the table above are estimates and may be revised. Savings from one line item may be applied to a cost increase in another line item. The \$23,789,309 project cost total amount shall be considered a cap on expenditures that shall not be exceeded without an amendment to the project and financing plan.

Economic Development Grants may include grants, loans, and services for public and private development. Chapter 380 of the Local Government Code grants municipalities in Texas the authority to offer grants and loans of public funds to stimulate economic development. Section 311.010 (h) of the Texas Tax Code details the authority of Chapter 380 within a project and financing plan and limits the aggregate amount not to exceed the amount of tax increment produced by the municipality and paid into the tax increment fund for the zone for activities that benefit the zone and simulate business and commercial activity in the zone.

The project costs are anticipated to be incurred over the term of the TIRZ, subject to demand for development driven by market conditions. It is anticipated that the individual TIRZ project costs will be evaluated on a case-by-case basis consistent with Chapter 311, Section 311.002, and brought forward to the TIRZ Board and City Council for consideration

Chapter 311 of the Texas Tax Code

Sec. 311.002.

- (1) “Project costs” means the expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by the municipality or county designating a reinvestment zone that are listed in the project plan as costs of public works, public improvements, programs, or other projects benefiting the zone, plus other costs incidental to those expenditures and obligations. “Project costs” include:
- (A) capital costs, including the actual costs of the acquisition and construction of public works, public improvements, new buildings, structures, and fixtures; the actual costs of the acquisition, demolition, alteration, remodeling, repair, or reconstruction of existing buildings, structures, and fixtures; the actual costs of the remediation of conditions that contaminate public or private land or buildings; the actual costs of the preservation of the facade of a public or private building; the actual costs of the demolition of public or private buildings; and the actual costs of the acquisition of land and equipment and the clearing and grading of land;
 - (B) financing costs, including all interest paid to holders of evidences of indebtedness or other obligations issued to pay for project costs and any premium paid over the principal amount of the obligations because of the redemption of the obligations before maturity;
 - (C) real property assembly costs;
 - (D) professional service costs, including those incurred for architectural, planning, engineering, and legal advice and services;
 - (E) imputed administrative costs, including reasonable charges for the time spent by employees of the municipality or county in connection with the implementation of a project plan;
 - (F) relocation costs;
 - (G) organizational costs, including the costs of conducting environmental impact studies or other studies, the cost of publicizing the creation of the zone, and the cost of implementing the project plan for the zone;
 - (H) interest before and during construction and for one year after completion of construction, whether or not capitalized;
 - (I) the cost of operating the reinvestment zone and project facilities;
 - (J) the amount of any contributions made by the municipality or county from general revenue for the implementation of the project plan;
 - (K) the costs of school buildings, other educational buildings, other educational facilities, or other buildings owned by or on behalf of a school district, community college district, or other political subdivision of this state; and
 - (L) payments made at the discretion of the governing body of the municipality or county that the governing body finds necessary or convenient to the creation of the zone or to the implementation of the project plans for the zone.

Method of Financing

To fund the public improvements outlined on the previous page, the City Kaufman will contribute 40% of the maintenance and operations portion of real property increment within the original and expanded bounaries of the Zone.

Debt Service

It is not anticipated at this time that the TIRZ will incur any bonded indebtedness.

Economic Feasibility Study

A taxable value analysis was developed as part of the project and financing plan to determine the economic feasibility of the project. The study examined the expected tax revenue the TIRZ would receive based on the previously outlined development. A summary overview of the anticipated development and the anticipated taxable value per unit can be found on the following pages.

The following pages show the estimated captured appraised value of the zone during each year of its existence and the net benefits of the zone to each of the local taxing jurisdictions as well as the method of financing and debt service.

Utilizing the information outlined in this feasibility study, DPED has found that the TIRZ is economically feasible and will provide the City and other taxing jurisdictions with economic benefits that would not occur without its implementation.

Real Property Tax - 2024 Rates		Participation	
City of Kaufman (M&O)	0.5204742	40%	0.2081897
Kaufman County (M&O)	0.2795900	0%	0.0000000
Road and Bridge	0.0825000	0%	0.0000000
Trinity Valley CC	0.1136600	0%	0.0000000
KC ESD #1	0.0500000	0%	0.0000000
Kaufman ISD	1.2552000	0%	0.0000000
	2.30142420		0.20818968

Personal Property Tax		Participation	
City of Kaufman (M&O)	0.52047420	0%	0.0000000
Kaufman County (M&O)	0.27959000	0%	0.0000000
Road and Bridge	0.08250000	0%	0.0000000
Trinity Valley CC	0.11366000	0%	0.0000000
KC ESD #1	0.05000000	0%	0.0000000
Kaufman ISD	1.25520000	0%	0.0000000
	2.30142420		0.00000000

Sales Tax		Participation	
City of Kaufman Sales Tax	0.0100000	0.00%	0.0000000
City Property Tax Reduction	0.0050000	0.00%	0.0000000
Economic Development	0.0025000	0.00%	0.0000000
Street Maintenance	0.0025000	0.00%	0.0000000
	0.02000000		0.00000000

TIRZ #4 : INPUT & OUTPUT

► INPUT

INFLATION RATE	3.50%
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DISCOUNT RATE	6.00%
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REAL PROPERTY TAX		PARTICIPATION	
City of Kaufman (M&O)	0.52047420	40%	0.2081897
Kaufman County (M&O)	0.27959000	0%	0.0000000
Road and Bridge	0.08250000	0%	0.0000000
Trinity Valley CC	0.11366000	0%	0.0000000
KC ESD #1	0.05000000	0%	0.0000000
Kaufman ISD	1.25520000	0%	0.0000000
2.30142420			0.2081897

PERSONAL PROPERTY TAX		PARTICIPATION	
City of Kaufman (M&O)	0.52047420	0%	0.0000000
Kaufman County (M&O)	0.27959000	0%	0.0000000
Road and Bridge	0.08250000	0%	0.0000000
Trinity Valley CC	0.11366000	0%	0.0000000
KC ESD #1	0.05000000	0%	0.0000000
Kaufman ISD	1.25520000	0%	0.0000000
2.30142420			0.0000000

City of Kaufman Sales Tax	0.01000000	0%	0.0000000
City Property Tax Reduction	0.00500000	0%	0.0000000
Economic Development	0.00250000	0%	0.0000000
Street Maintenance	0.00250000	0%	0.0000000
0.02000000			0.0000000

TIRZ 4		Initial Delivery	AREA SF/UNITS	REAL PROPERTY		BPP		SALES	
				\$ / SF	TAX VALUE	\$ / SF	TAX VALUE	\$ / SF	TAX VALUE
	SINGLE FAMILY - 50FT LOT	2027	206	\$ 360,000	\$ 74,160,000	\$ -	\$ -	\$ -	\$ -
	SINGLE FAMILY - 60FT LOT	2027	240	\$ 400,000	\$ 96,000,000	\$ -	\$ -	\$ -	\$ -
TOTAL			446		170,160,000		-		-

► OUTPUT

TOTAL TAX REVENUE		TOTAL	REAL PROPERTY	PERSONAL	SALES	
City of Kaufman (M&O)	29.3%	\$ 86,786,148	=	\$ 86,786,148	+	\$ -
Kaufman County (M&O)	12.8%	\$ 38,006,848	=	\$ 38,006,848	+	\$ -
Road and Bridge	3.2%	\$ 9,427,067	=	\$ 9,427,067	+	\$ -
Trinity Valley CC	4.4%	\$ 12,987,641	=	\$ 12,987,641	+	\$ -
KC ESD #1	1.9%	\$ 5,713,374	=	\$ 5,713,374	+	\$ -
Kaufman ISD	48.4%	\$ 143,428,536	=	\$ 143,428,536	+	\$ -
100.0%		296,349,614		\$ 296,349,614		\$ -
		100.0%		100.0%	0.0%	0.0%

TOTAL PARTICIPATION		TOTAL	REAL PROPERTY	PERSONAL	SALES	
City of Kaufman (M&O)	100.0%	\$ 23,789,309	=	\$ 23,789,309	+	\$ -
Kaufman County (M&O)	0.0%	\$ -	=	\$ -	+	\$ -
Road and Bridge	0.0%	\$ -	=	\$ -	+	\$ -
Trinity Valley CC	0.0%	\$ -	=	\$ -	+	\$ -
KC ESD #1	0.0%	\$ -	=	\$ -	+	\$ -
Kaufman ISD	0.0%	\$ -	=	\$ -	+	\$ -
100.0%		23,789,309		\$ 23,789,309		\$ -
		100.0%		100.0%	0.0%	0.0%

NET BENEFIT		TOTAL	REAL PROPERTY	PERSONAL	SALES	
City of Kaufman (M&O)	23.1%	\$ 62,996,839	=	\$ 62,996,839	+	\$ -
Kaufman County (M&O)	13.9%	\$ 38,006,848	=	\$ 38,006,848	+	\$ -
Road and Bridge	3.5%	\$ 9,427,067	=	\$ 9,427,067	+	\$ -
Trinity Valley CC	4.8%	\$ 12,987,641	=	\$ 12,987,641	+	\$ -
KC ESD #1	2.1%	\$ 5,713,374	=	\$ 5,713,374	+	\$ -
Kaufman ISD	52.6%	\$ 143,428,536	=	\$ 143,428,536	+	\$ -
100.0%		272,560,305		\$ 272,560,305		\$ -
		100.0%		100.0%	0.0%	0.0%

Financial Feasibility Analysis - Development Worksheet

TAX REVENUE PROJECTIONS & COST-BENEFIT ANALYSIS																																								
TOTAL TAX REVENUE		Calendar Year	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	
SINGLE FAMILY - 50FT LOT		2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060		
Cumulative Units		-	-	-	-	50	100	150	200	206	206	206	206	206	206	206	206	206	206	206	206	206	206	206	206	206	206	206	206	206	206	206	206	206	206	206	206	206	206	
	Taxable Value Per Unit	360,000	372,600	385,641	399,138	413,108	427,567	442,532	458,021	474,051	490,643	507,816	525,589	543,985	563,024	582,730	603,126	624,235	646,083	668,696	692,100	716,324	741,395	767,344	794,201	821,998	850,768	880,545	911,364	943,262	976,276	1,010,446	1,045,811	1,082,415	1,120,299	1,159,510	1,200,093	1,242,096		
Taxable Value		-	-	-	-	20,655,414	42,756,707	66,379,788	91,604,107	97,654,558	101,072,468	104,610,004	108,271,354	112,060,852	115,982,981	120,042,386	124,243,869	128,592,405	133,093,139	137,751,399	142,572,698	147,562,742	152,727,438	158,072,898	163,605,450	169,331,641	175,258,248	181,392,287	187,741,017	194,311,952	201,112,871	208,151,821	215,437,135	222,977,435	230,781,645	238,859,002	247,219,067	255,871,735		
SINGLE FAMILY - 60FT LOT		-	-	-	-	50	100	150	200	240	240	240	240	240	240	240	240	240	240	240	240	240	240	240	240	240	240	240	240	240	240	240	240	240	240	240	240	240	240	240
Cumulative Units		-	-	-	-	50	100	150	200	240	240	240	240	240	240	240	240	240	240	240	240	240	240	240	240	240	240	240	240	240	240	240	240	240	240	240	240	240	240	240
	Taxable Value Per Unit	400,000	414,000	428,490	443,487	459,009	475,075	491,702	508,912	526,724	545,159	564,240	583,988	604,427	625,582	647,478	670,140	693,594	717,870	742,996	769,001	795,916	823,773	852,605	882,446	913,331	945,298	978,383	1,012,627	1,048,069	1,084,751	1,122,717	1,162,013	1,202,683	1,244,777	1,288,344	1,333,436	1,380,106		
Taxable Value		-	-	-	-	22,950,460	47,507,452	73,755,320	101,782,341	126,413,668	130,838,146	135,417,481	140,157,093	145,062,591	150,139,782	155,394,674	160,833,488	166,462,660	172,288,853	178,318,963	184,560,126	191,019,731	197,705,421	204,625,111	211,786,990	219,199,535	226,871,518	234,812,022	243,030,442	251,536,508	260,340,286	269,452,196	278,883,022	288,643,928	298,746,466	309,202,592	320,024,683	331,225,547		
Cumulative Units		-	-	-	-	100	200	300	400	446																														
REAL PROPERTY	Taxable Value	-	-	-	-	43,605,874	90,264,159	140,135,107	193,386,448	224,068,226	231,910,614	240,027,485	248,428,447	257,123,443	266,122,763	275,437,060	285,077,357	295,055,065	305,381,992	316,070,362	327,132,624	338,582,473	350,432,860	362,698,010	375,392,440	388,531,175	402,129,767	416,204,308	430,771,459	445,848,460	461,453,156	477,604,017	494,320,157	511,621,363	529,528,111	548,061,594	567,243,760	587,097,282		
City of Kaufman		-	-	-	-	331,187	685,556	1,064,326	1,468,770	1,701,798	1,761,361	1,823,009	1,886,814	1,952,853	2,021,202	2,091,944	2,165,163	2,240,943	2,319,376	2,400,554	2,484,574	2,571,534	2,661,538	2,754,691	2,851,106	2,950,894	3,054,176	3,161,072	3,271,709	3,386,219	3,504,737	3,627,403	3,754,362	3,885,764	4,021,766	4,162,528	4,308,216	4,459,004		
Kaufman County		-	-	-	-	145,039	300,230	466,108	643,228	745,280	771,365	798,363	826,305	855,226	885,159	916,139	948,204	981,392	1,015,740	1,051,291	1,088,086	1,126,169	1,165,585	1,206,381	1,248,604	1,292,305	1,337,536	1,384,350	1,432,802	1,482,950	1,534,853	1,588,573	1,644,173	1,701,719	1,761,279	1,822,924	1,886,726	1,952,762		
Road and Bridge		-	-	-	-	35,975	74,468	115,611	159,544	184,856	191,326	198,023	204,953	212,127	219,551	227,236	235,189	243,420	251,940	260,758	269,885	279,331	289,107	299,226	309,699	320,538	331,757	343,369	355,386	367,825	380,699	394,023	407,814	422,088	436,861	452,151	467,976	484,355		
Trinity Valley CC		-	-	-	-	49,562	102,594	159,278	219,803	254,676	283,590	292,247	272,815	282,364	292,247	302,475	313,062	324,019	335,360	347,097	359,246	371,819	384,833	398,302	412,243	426,671	441,605	457,061	473,058	489,615	506,751	524,488	542,845	561,844	581,509	601,862	622,927	644,729	667,295	
KC ESD #1		-	-	-	-	21,803	45,132	70,068	96,693	112,034	115,955	120,014	124,214	128,562	133,061	137,719	142,539	147,528	152,691	158,035	163,566	169,291	175,216	181,349	187,696	194,266	201,065	208,102	215,388	222,924	230,727	238,802	247,160	255,811	264,764	274,031	283,622	293,549		
Kaufman ISD		-	-	-	-	547,341	1,132,996	1,758,976	2,427,387	2,812,504	2,910,942	3,012,825	3,118,274	3,227,413	3,340,373	3,457,286	3,578,291	3,703,531	3,833,155	3,967,315	4,106,171	4,249,887	4,398,633	4,552,585	4,711,926	4,876,843	5,047,533	5,224,196	5,407,043	5,596,290	5,792,160	5,994,886	6,204,707	6,421,871	6,646,637	6,879,269	7,120,044	7,369,245		
Total		-	-	-	-	1,130,907	2,340,977	3,634,366	5,015,425	5,811,149	6,014,539	6,225,048	6,442,925	6,668,427	6,901,822	7,143,386	7,393,404	7,652,173	7,920,000	8,197,199	8,484,101	8,781,045	9,088,382	9,406,475	9,735,702	10,076,451	10,429,127	10,794,146	11,171,941	11,562,959	11,967,683	12,386,531	12,820,060	13,268,762	13,733,169	14,213,829	14,711,314	15,226,209	15,759,814	
PERSONAL PROPERTY		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
City of Kaufman		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Kaufman County		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Road and Bridge		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Trinity Valley CC		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
KC ESD #1		-	-	-	-	-	-	-	-																															

Financial Feasibility Analysis - Proposed TIRZ Revenue

ESTIMATE OF GENERAL IMPACT OF PROPOSED ZONE PROPERTY VALUES AND TAX REVENUES

TAXABLE BASE YEAR GROWTH		3.50%																																						
DISCOUNT RATE		6.00%																																						
		REAL PROPERTY TAX																																						
City of Kaufman (M&O)		0.5204742	40%																																					
Kaufman County (M&O)		0.2795900	0%																																					
Road and Bridge		0.0825000	0%																																					
Trinity Valley CC		0.1138600	0%																																					
KC ESD #1		0.0500000	0%																																					
Kaufman ISD		1.2552000	0%																																					
		2.3014242	0.2081897																																					
		BUSINESS PERSONAL PROPERTY TAX																																						
City of Kaufman (M&O)		0.5204742	0%																																					
Kaufman County (M&O)		0.2795900	0%																																					
Road and Bridge		0.0825000	0%																																					
Trinity Valley CC		0.1138600	0%																																					
KC ESD #1		0.0500000	0%																																					
Kaufman ISD		1.2552000	0%																																					
		2.3014242	0.0000000																																					
		SALES TAX																																						
City of Kaufman Sales Tax		0.0100000	0.00%																																					
City Property Tax Reduction		0.0050000	0.00%																																					
Economic Development		0.0025000	0.00%																																					
Street Maintenance		0.0025000	0.00%																																					
TAX YEAR		BASE YEAR																																				TOTALS		
TIRZ #4		2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060		
BASE YEAR																																								
City of Kaufman (M&O)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Kaufman County (M&O)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Road and Bridge		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Trinity Valley CC		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
KC ESD #1		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Kaufman ISD		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
TAXABLE VALUE																																								
City of Kaufman (M&O)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Kaufman County (M&O)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Road and Bridge		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Trinity Valley CC		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
KC ESD #1		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Kaufman ISD		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
TAXABLE VALUE INCREMENT																																								
City of Kaufman (M&O)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Kaufman County (M&O)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Road and Bridge		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Trinity Valley CC		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
KC ESD #1		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Kaufman ISD		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
REVENUE A																																								
TAXABLE VALUE GROWTH																																								
City of Kaufman (M&O)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Kaufman County (M&O)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Road and Bridge		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Trinity Valley CC		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
KC ESD #1		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Kaufman ISD		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
TIRZ #4A																																								
BASE YEAR		2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060			
City of Kaufman (M&O)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Kaufman County (M&O)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Road and Bridge		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Trinity Valley CC		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0</							

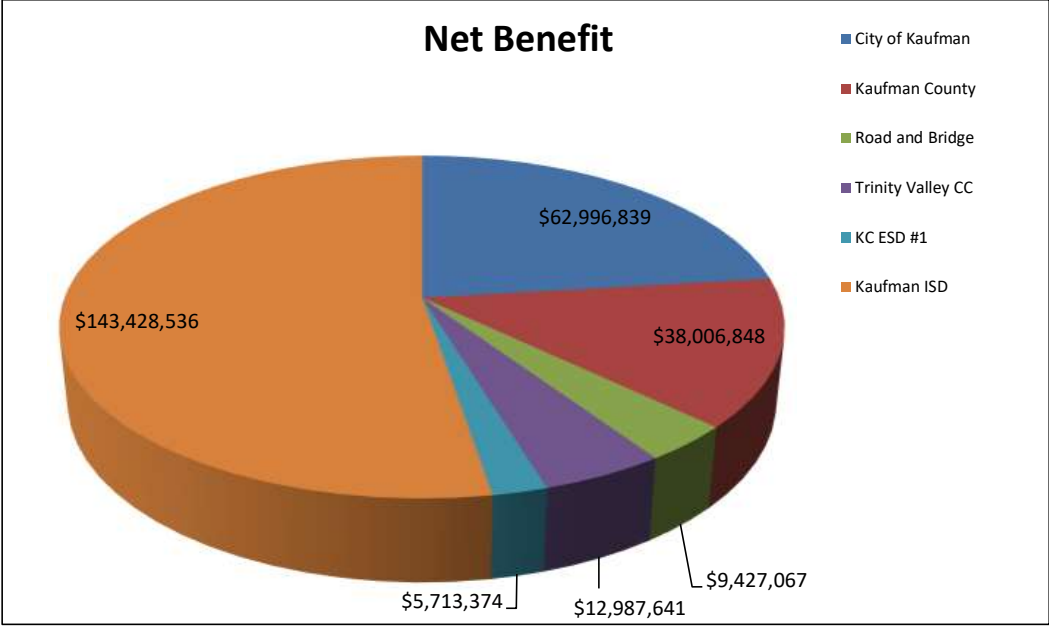
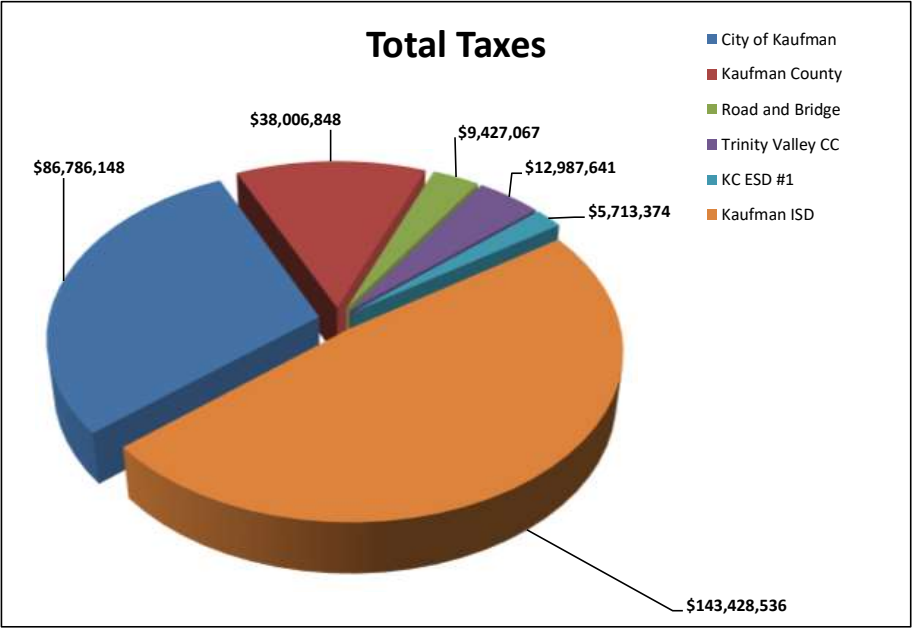
Financial Feasibility Analysis - 100% of Revenue Generated

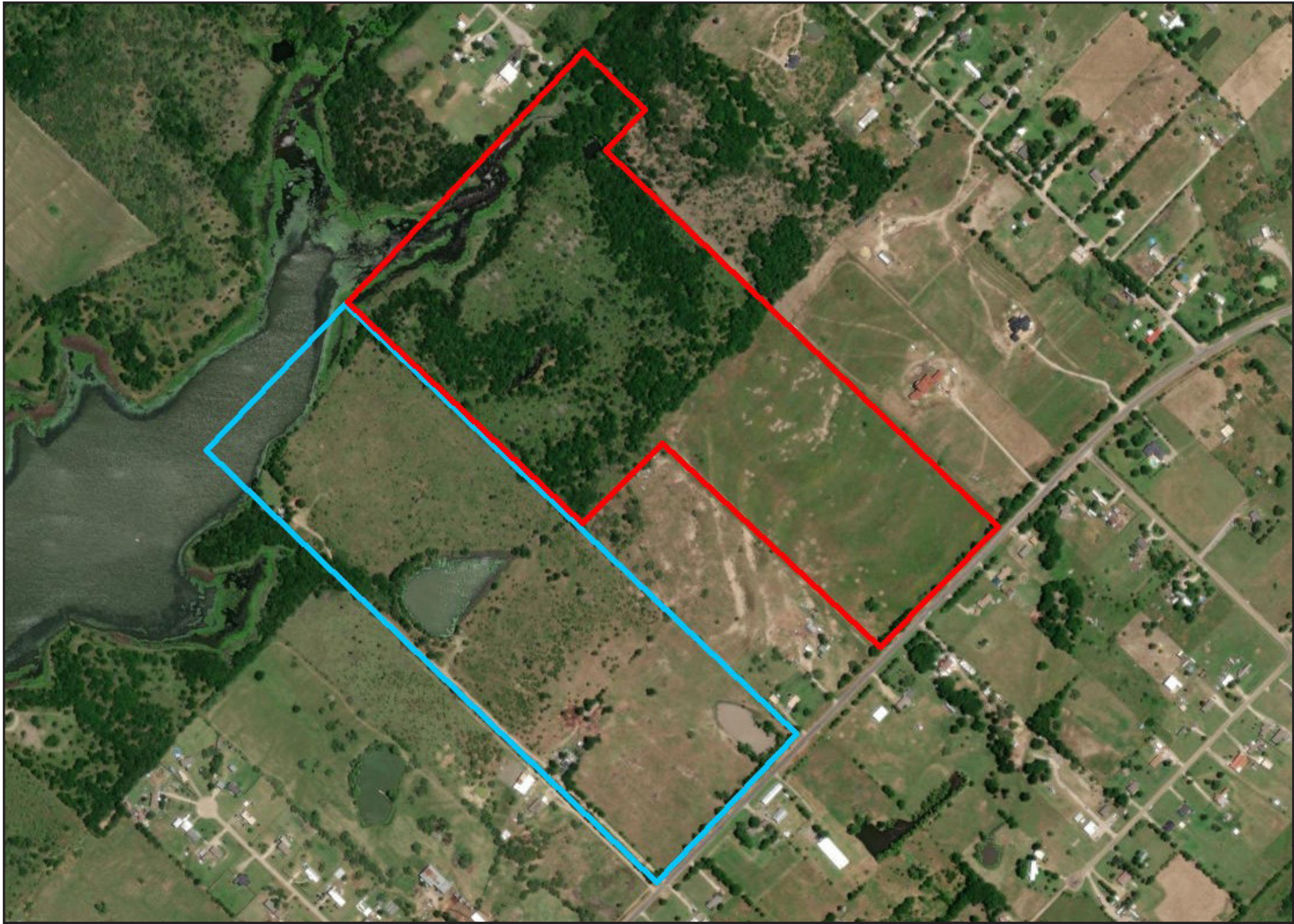
ESTIMATE OF GENERAL IMPACT OF PROPOSED ZONE PROPERTY VALUES AND TAX REVENUES

[illegible]

Revenue Summary

Taxing Jurisdictions	Total Taxes Generated	TIRZ Revenue	Net Benefit
City of Kaufman	\$86,786,148	\$23,789,309	\$62,996,839
Kaufman County	\$38,006,848	\$0	\$38,006,848
Road and Bridge	\$9,427,067	\$0	\$9,427,067
Trinity Valley CC	\$12,987,641	\$0	\$12,987,641
KC ESD #1	\$5,713,374	\$0	\$5,713,374
Kaufman ISD	\$143,428,536	\$0	\$143,428,536
Total	\$296,349,614	\$23,789,309	\$272,560,305





 - TIRZ #4 - Original Boundary
 - TIRZ #4A - Expanded Boundary

Projects Cost Estimates:

All project costs listed in the project plan shall be considered estimates and shall not be considered a cap on expenditures.

Length of TIRZ #4 in Years:

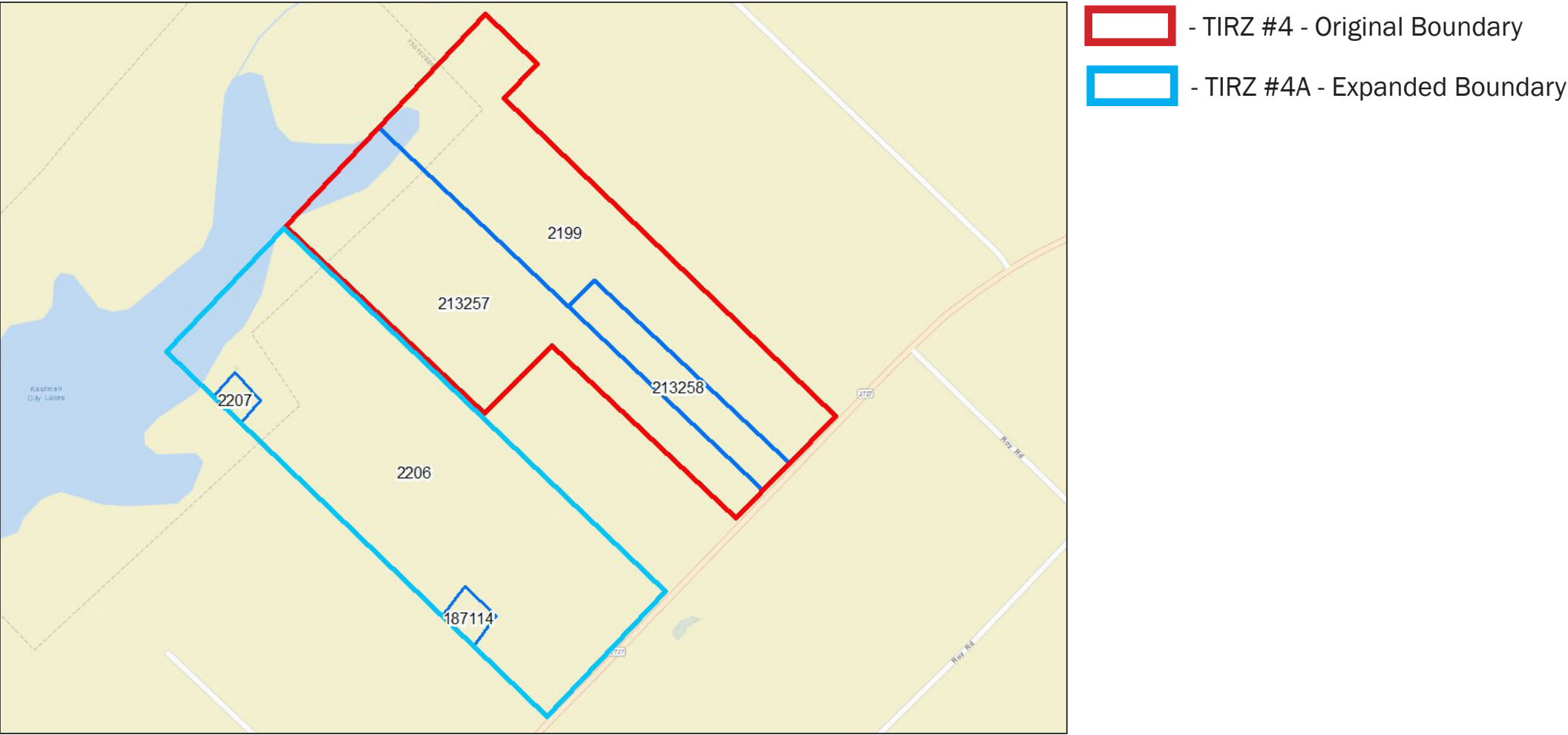
The TIRZ has a 36 year term and is scheduled to end on December 31, 2060 (with the final year’s tax increment to be collected by September 1, 2061).

Powers and Duties of Board of Directors:

The Board shall have all powers granted to it by Chapter 311 of the Texas Tax Code, including powers of a municipality under Chapter 380, Local Government Code. The Board shall not be authorized to:

- issue bonds;
- impose taxes or fees;
- exercise the power of eminent domain; or
- give final approval to the Zone’s project and financing plan.

Property ID	TIRZ	Ownership	Legal Description
213257	4	TEJAS WYCLIFF PROPERTIES LLC	T BEEDY, TRACT 134.11; 32.28 ACRES
213258	4	TEJAS WYCLIFF PROPERTIES LLC	T BEEDY, TRACT 134.12; 6.51 ACRES
2199	4	TEJAS WYCLIFF PROPERTIES LLC	T BEEDY, TRACT 134.00; 34.3 ACRES
Property ID	TIRZ	Ownership	Legal Description
2207	4A	BAYLOR UNIVERSITY MEDICAL CNTR	T BEEDY, 1.0 ACRES, & HOUSE
2206	4A	BAYLOR UNIVERSITY MEDICAL CNTR	T BEEDY, 57.19 ACRES, & BARN
187114	4A	BAYLOR UNIVERSITY MEDICAL CNTR	T BEEDY, TRACT 135.02; 1. ACRES, & HOUSE





TEXAS MUNICIPAL CLERKS CERTIFICATION PROGRAM

AT THE

UNIVERSITY OF NORTH TEXAS

1155 Union Circle #305067, Denton, Texas 76203-5017 • 940-565-3488 • municlerks.unt.edu

January 28, 2025

Jeff Jordan, Mayor
City of Kaufman
PO Box 1168
Kaufman, TX, 75142

Dear Mayor Jordan:

City Secretary Jessie Hanks completed her required professional education for **recertification** as a Texas Registered Municipal Clerk. She was awarded her certificate on January 23, 2025, at the graduate luncheon held in conjunction with the Texas Municipal Clerks' Election Law Seminar in Round Rock, Texas.

As an officer of the city, achieving recertification confirms Jessie's professional and personal commitment to her city by staying up to date on laws affecting municipalities in Texas. The certification program offers trainings that result in increased personal awareness, flexibility, and relevant knowledge necessary for more effective administration of local government.

Certification and recertification are neither easy nor automatic. Original certification required successful completion of approximately 200 hours of individual home study on a four-course curriculum and attendance at 96 hours of professional development seminars. Recertification requires 72 hours of classroom instruction and a selection of additional education options which may include: college-level courses, certificate from the CPM, or facilitated book discussions with independent comprehension assessments.

You and the council should compliment yourselves for your support of your city officers in their efforts to be the best of all possible public officials for the benefit of the citizens of the Kaufman!

Sincerely,

A handwritten signature in blue ink that reads "Amy Holt".

Amy C. Holt, PhD
Education Director

Texas Municipal Clerks Certification Program
at the
University of North Texas
Awards this
Certificate of Recertification
to

Jessie Hanks

signifying satisfactory completion of the prescribed course of study

In testimony whereof we have hereunto set our hands and the official seal.

Presented this 23rd day of January, 2025

1st Recertification

Texas Registered
Municipal Clerk No. 937

Recertification Date: 12/31/2029



Olivia E. Anderson

President, Texas Municipal Clerks Association, Inc.

Lucretia R. Dyer
Chair, Certification Committee

Lucy Holt
Education Director, Texas Municipal Clerks Certification Program



Meeting
Date: 2/24/2025

Date: 01/03/2025

Item #: a.

Dept.: Fire

Presentation

SUBJECT:

The Annual Report for the Kaufman Fire Department for the Calendar Year 2024.

BACKGROUND:

The Kaufman Fire Department annual report reflects the activities of the department that help to ensure that the City of Kaufman remains safe and secure.

Highlights of the annual report include; responding to 2,681 total calls for service; response time of 6 minutes; additional personnel and internal promotions.

Author:

Ronnie Davis, Fire Chief

Reviewed:

Mike Holder, City Manager

Cost:

Funds Available:

Source:

Recommendation: No recommendation required.

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



2024

ANNUAL COUNCIL UPDATE



2,681 CALLS FOR SERVICE

3% Decrease Over 2023

4,147 DAILY ACTIVITIES

12% Increase Over 2023



166

FIRE
CALLS

1.21% Increase
Over 2023



1,480

MEDICAL
EMERGENCIES

8.3% Decrease
Over 2023



240

HAZARDOUS
CONDITIONS

.41% Increase
Over 2023



120

PUBLIC
SERVICE

20% Increase
Over 2023



339

INSPECTIONS



30

INVESTIGATIONS



3,700

INDIVIDUALS
EDUCATED ON
FIRE SAFETY



150

FALSE
ALARMS

12% Decrease
Over 2023



420

ACCIDENTS

13.5%
Decrease
Over 2023



105

OTHER
INCIDENTS

5% Increase
Over 2023



25

PLAN REVIEWS



15

PRE-FIRE PLANS



38

STREET LIGHT
OUTAGES
REPORTED

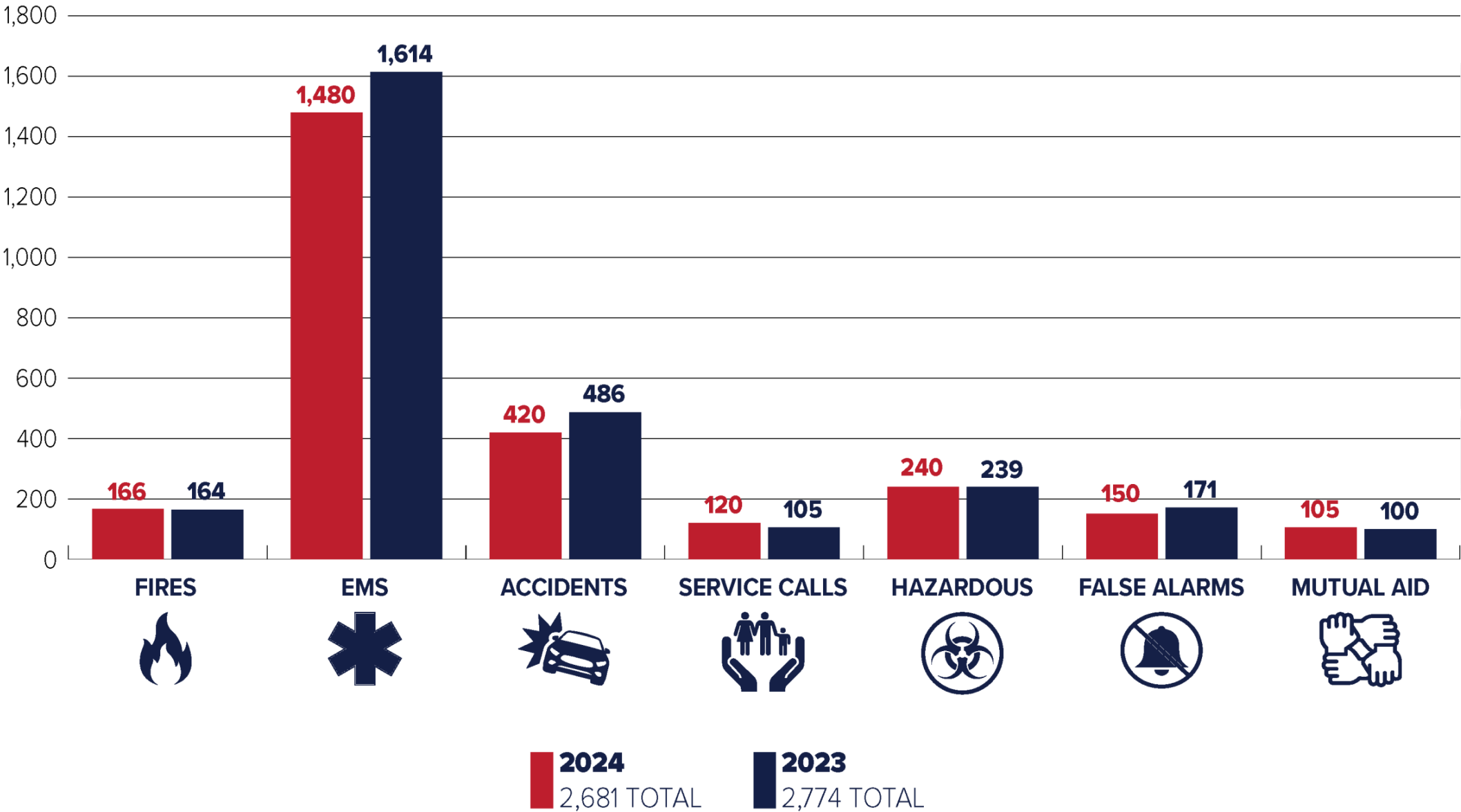


**2022
AVERAGE
RESPONSE TIME
5:44**

**2023
AVERAGE
RESPONSE TIME
5:47**

**2024
AVERAGE
RESPONSE TIME
6:00**

INCIDENTS BY MAJOR CATEGORY





KAUFMAN FIRE DEPARTMENT STAFF



A SHIFT

B SHIFT

C SHIFT



2024 HIGHLIGHTS IN PICTURES



2024 HIGHLIGHTS IN PICTURES





Meeting
Date: 2/24/2025

Date: 01/03/2025

Item #: b.

Dept.: Police

Presentation

SUBJECT:

The Annual Crime Report for the Kaufman Police Department for the Calendar Year 2024.

BACKGROUND:

For the calendar year of 2024, overall, Part 1 crimes as reported on the National Incident-Based Reporting System (NIBRS) to the FBI were up +15.33% over last year, which is a total change of +21 offenses (137 offenses in 2023 up to 158 offenses in 2024). We were down in the following Part 1 offenses, Agg. Assault (-5) with 6 cases (6 arrests), Auto Theft (-15) with 9 cases for 2024. The following Part 1 offense stayed the same: Murder at zero (0). The following Part 1 offenses we were up in the following. Rape (+3) with 3 cases in 2024 compared to 0 cases in 2023. Robbery (+1) with 1 case in 2024 compared to 0 cases in 2023. Kaufman Walmart and other retail stores continue to drive our theft offenses in the city with a total of 124 theft cases reported for 2024, which is up by +35 cases compared to the 89 theft cases in 2023. Burglary (+2) with 15 cases for 2024. Our department continues to focus on persons, places, and behaviors, using timely intelligence and crime analysis to combat crime in the City of Kaufman.

These figures tell us that growth has arrived in our city, and together with the help of our citizens, we can work to reduce crime and the effects of crime in our city. During the year 2024, we answered 8,798 calls for service and worked 217 traffic accidents. We also arrested (791) individuals even though the Kaufman County Sheriff's Office still denies the arrest of Class C misdemeanors. We also made 4, 824 traffic contacts, resulting in warnings, citations, and arrests for criminal charges. We filed a total of (701) Class B Misdemeanors-Felony cases with the Kaufman County District Attorney's Office in 2024. 2024 was a challenging and busy year for our Police Department. Working with limited personnel has been an ongoing challenge, and we have made many adjustments to make it work. Due to prior resignations and a shortage of interested and qualified applicants, the department has been below minimum staffing for many years. We do have two (2) Cadets in the Regional Police Academy. We currently have three open Police Officer Positions, and we are continuing to recruit new Officers. Our goal in 2024 is to continue to improve our relationship with our community and to return to a fully staffed Police Department to best serve the citizens and visitors to the City of Kaufman.

Author:
Les Edwards, Police Chief

Reviewed:
Mike Holder, City Manager

Cost:

Funds Available:

Source:

Recommendation: No recommendation required.

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

2024 Kaufman Police Department Crime Report

Les Edwards
Chief of Police



2024 Part 1 Crime Report

OFFENSE	YTD 2024	YTD 2023	# Change +/-	% Change +/-
MURDER	0	0	=	0%
RAPE	3	0	+3	+300%
ROBBERY	1	0	+1	+100%
AGG. ASSAULT	6	11	-5	-45.45%
BURGLARY	15	13	+2	15.38%
THEFT	124	89	+35	39.33%
AUTO THEFT	9	24	-15	-62.50%
TOTAL PART 1 OFFENSES	158	137	+21	15.33%

2024 Crimes Against Persons

The City of Kaufman is a safe place to live, work, and raise a family.

- No **(0)** Murder cases filed for 2024 which is the same number of cases for the year 2023.
- **3** Rape cases filed for 2024 which is up from **0** cases in 2023.
- **1** Robbery case filed for 2024 which is up from **0** cases in 2023.
- **6** Aggravated Assault cases were filled for 2024 which is down from 11 Aggravated Assault cases for 2023.
- A total of 10 Crimes Against Person cases were filed during the 2024 year which is **9.20%** of the Part 1 Crimes reported.

The City of Kaufman's overall Part 1 Crime numbers show an overall crime rate increased of **15.33%** for the year of 2024 compared to 2023 numbers for the City of Kaufman.

2024 Rape (Sexual Assault) Cases

3 Rape (Sexual Assault) cases reported during 2024:

- 1 case the victim was related to the suspect
- 1 case victim and suspect met on-line
- 1 case started as consensual

2024 Aggravated Assault Cases

The 6 Aggravated Assault cases reported during 2024:

- 6 Aggravated Assault cases were Domestic/Family Violence related.

2024 Crimes Against Property Cases

- Part 1 Property Crimes numbers increased by 22 cases in 2024 from the numbers reported in 2023.
- Burglary cases for 2024 are **15** which is up **+2 cases** from the **13** cases in 2023.
- Theft cases for 2024 is **124** which is up **+35 cases** from the **89** cases in 2023.
- Auto Theft cases for 2024 is **9** which is down **-15 cases** from the **24** cases in 2023.

2024 Burglary Cases

15 Burglary cases were taken in 2024.

- 12 of the Burglary cases taken were filed as Burglary of a Building.
 - 5 cases were from rental storage buildings (2830 East Hwy 175)
 - 3 cases were from retail stores, 2 were closed, 1 case open after receiving a criminal trespass.
 - 2 cases were back yard storage buildings.
 - 2 cases were houses under construction, 1 case the suspect was arrested in progress of the theft being committed in the Georgetown edition.
- 3 of the Burglary cases taken were filed as Burglary of a Habitation.
 - 2 cases were domestic related issues involving ex-partners.
 - 1 case was theft of tools from an open garage attached to the house.

2024 Theft Cases

124 Theft cases were taken in 2024.

- 73 of the cases were Shoplifting.
- 1 of the cases was Theft from a Building.
- 8 of the cases were Theft from Motor Vehicle.
- 3 of the cases were Theft of Motor Vehicle Parts or Accessories.
- 38 of the cases were classified as “All other Thefts”.

2024 we received 62 cases of Theft from the Wal-Mart location 300 Kings Fort Parkway (inside and outside combined).

A major continuing issue other than **Shoplifting**, is theft from vehicles and property left unlocked with valuables in plain view or left unsecured.

2024 Auto Theft Cases

We had **9** Auto Thefts reported in 2024 which is down from the **24** Auto Thefts reported in 2023.

A breakdown of the **9** vehicles reported stolen in 2024 are as follows:

- **5** vehicles were recovered and **4** have not been recovered.
 - 1 - pick-up (not recovered yet)
 - 4 - passenger cars (1 recovered)
 - 2 - sports utility vehicles (2 recovered)
 - 2 – U-Haul Vans (2 recovered)

2024 Police Department Activity

The Kaufman Police Department continues to use the CompStat Crime Control Methodology (Persons, Places, and Behaviors).

Our Patrol Division is trained and encouraged to work as a proactive criminal patrol group vs being only reactive units to calls for service.

2024 numbers show calls for service up by 1,998 calls, which will continue to go up along with our city's growth.



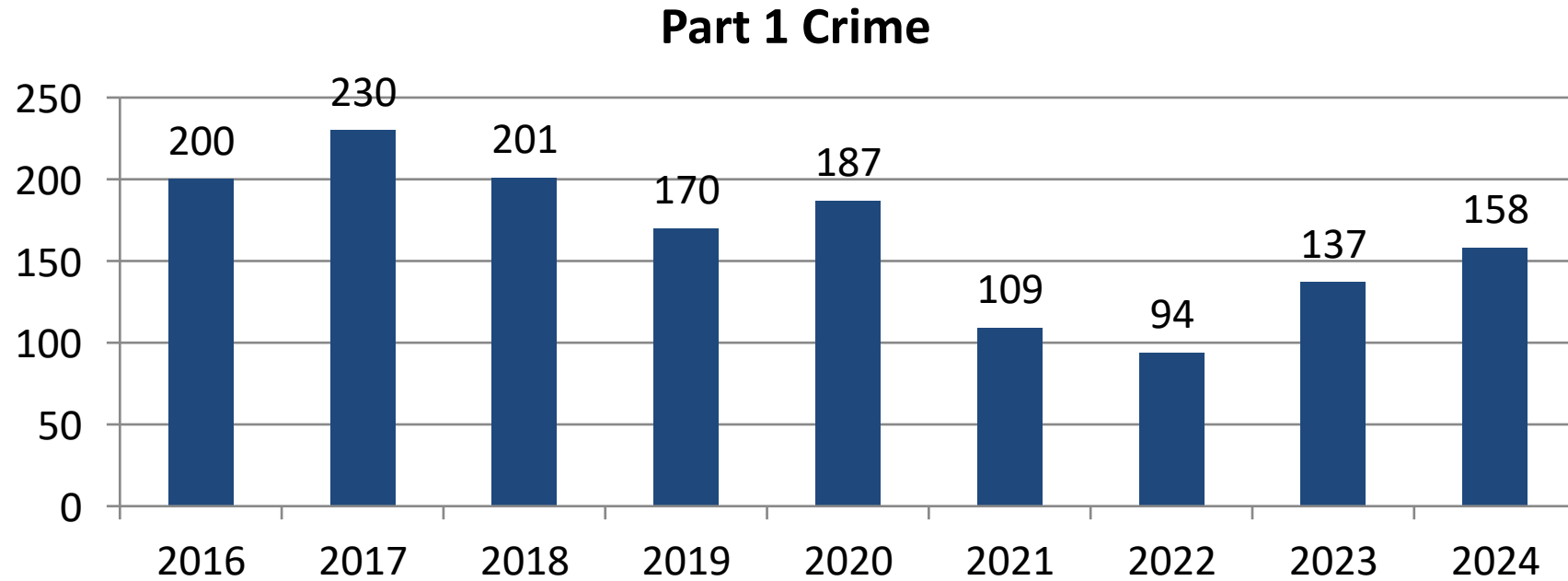
2024 Service Activity

Activity	2024	2023	# Change +/-
Calls for Service	8,798	6,800	+1,998
Accidents	217	250	-33

2024 Enforcement Activity

Activity	2024	2023	# Change +/-
Arrests	791	785	+6
Traffic Stops	4,824	4,707	+117
DWI Arrests	71	103	-32
Drug Arrests	283	338	-55

2024 Activity Reports

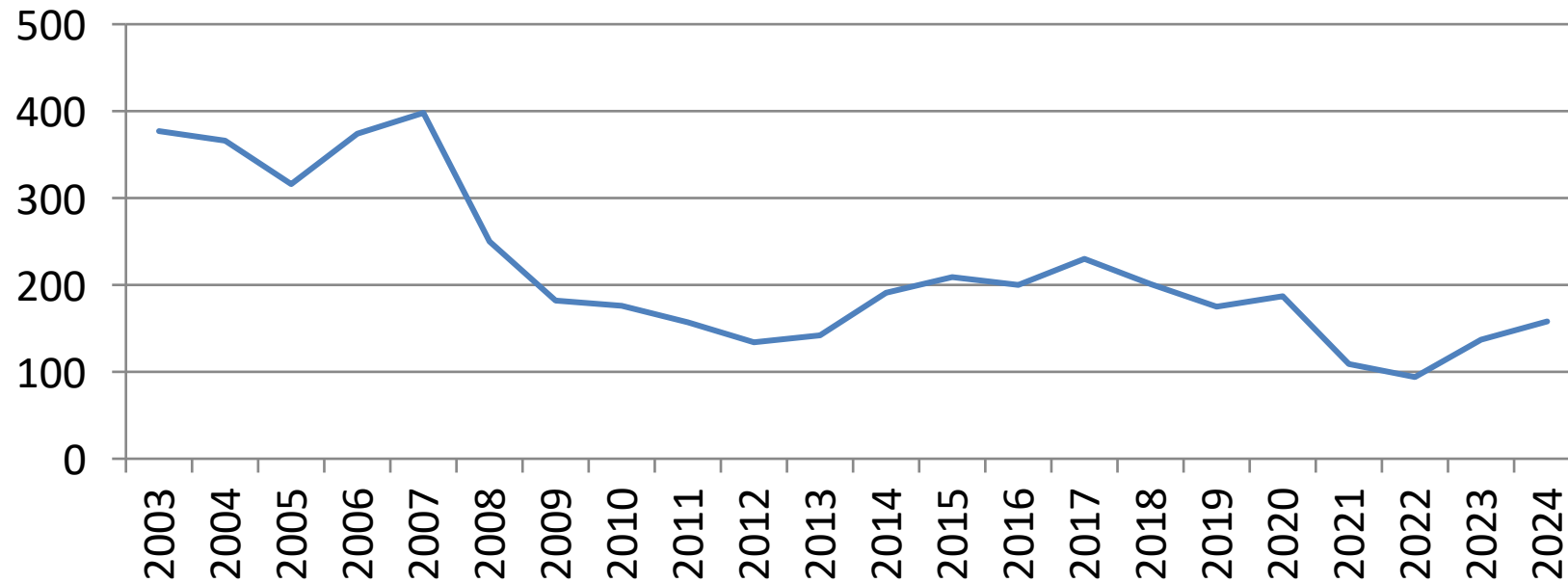


- ***Covid-19 was 2020-2022**

Part 1 Comparison

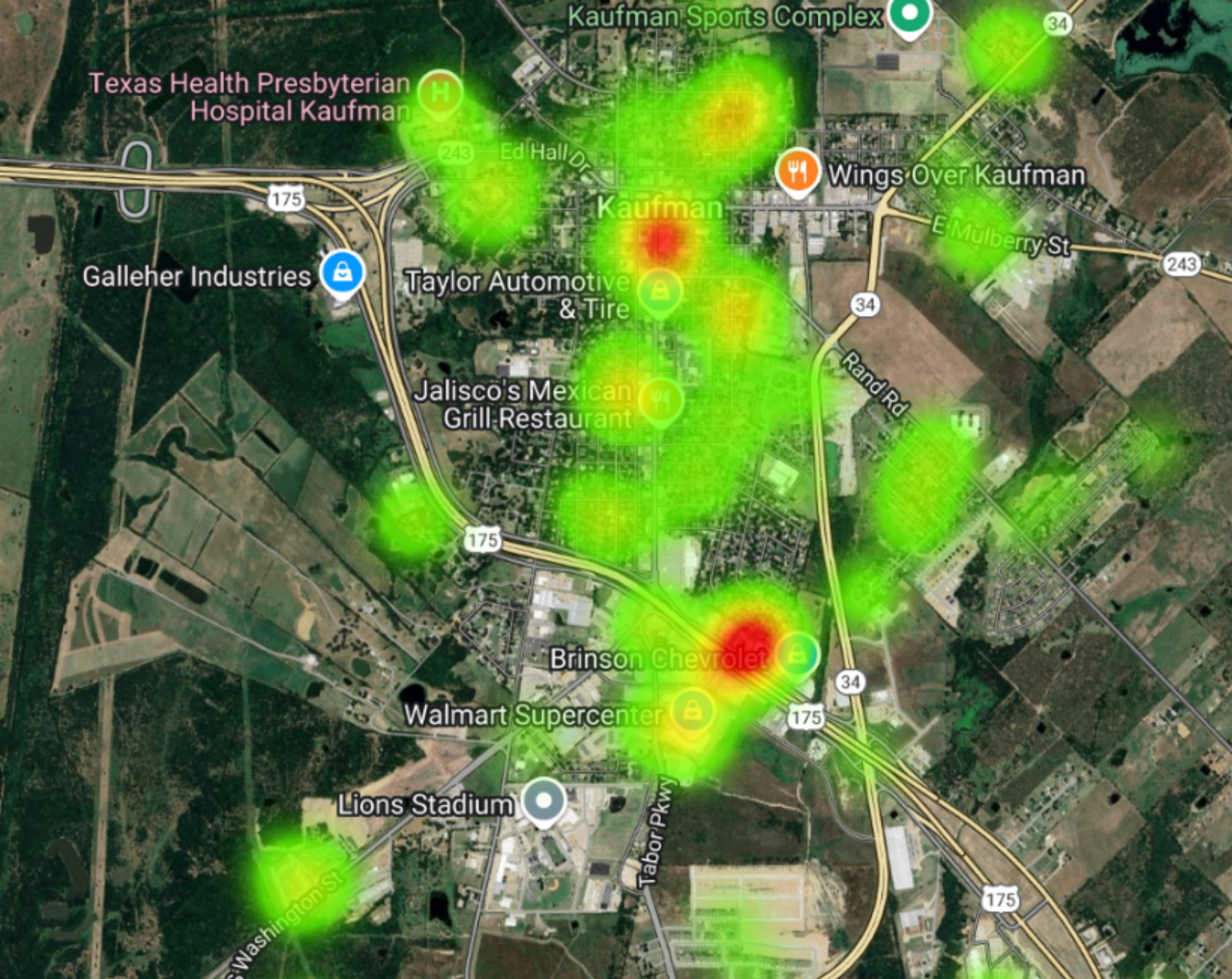
CID Cases Filed with District Attorney's Office – 7 year trend

Year	Cases Filed	# Change +/-
2018	552	-208
2019	495	-57
2020	520	+25
2021	500	-20
2022	423	-77
2023	697	+274
2024	701	+4



- Wal-Mart Opened April 2014
- COVID-19 ERA 2020-2022

City Of Kaufman Historic Crime Trends



2024 Heat Map

- Hot Spot Location List:
- Kaufman PD (Reporting Location)
- Wal-Mart

2024 Kaufman Police Department Community Contacts

Serving our Kaufman family of citizens our members serve in many organizations. Here are some you may not know about:

- Children' Advocacy Center
- Genesis Women's Shelter
- Kaufman County Texas Child Fatality Team.
- Kaufman Pastors and Friends Fellowship
- Kaufman Lions Club
- Kaufman County Crime Stoppers and Most Wanted publication
- Kaufman County Leadership Council
- Homeless Coalition Group
- Numerous Funeral Escorts for the families of Kaufman

We also sponsored and or participated in the following 2024 City events in Kaufman

- Red White and Boom Event and Parade
- National Night Out Event
- Kaufman Harvest Fest Events and Parade
- Halloween on Houston Street
- Kaufman Turkey Trot
- Christmas on the Square

2024 Local, State, and Federal Law Enforcement Organization Partnerships

We utilize connections to Local, State and Federal Law Enforcement Organizations to gather information on current crime trends to keep the citizens of Kaufman safe. The organizations are as follows:

- Regional Organized Crime Information Center (ROCIC)
- North Texas Joint Terrorism Task Force (NTJTTF)
- Dallas Police Department Fusion Center
- Texas Joint Crime Information Center (TXJCIC)
- Texas Organized Retail Crime Association
- Texas Police Chiefs Organization
- National Computer Forensics Institute, overseen by the United States Secret Service
- Electronic Crimes Task Force, overseen by the United States Secret Service
- ETRACE, overseen by the Bureau of Alcohol Tobacco and Firearms (ATF)
- KCHF, Kaufman County Heroes Foundation
- ICAC, Internet Crimes Against Children, overseen by North Texas HIDTA
- TRACKIT, Texas Sexual Assault Evidence Tracking Program, overseen by Texas DPS
- ZETX, “TRAX” Cell Phone Investigations Solutions Team, overseen by ZetX Corporation
- Drug Enforcement Agency Drug Take Back Program, and the medication disposal box is in our lobby so our citizens can get unwanted prescription drugs off our streets.

2024 Animal Services and Code Compliance Reports

ANIMAL SERVICES	2024 TOTALS	CODE COMPLIANCE	2024 TOTALS
CALLS FOR SERVICE	556	TOTAL VIOLATIONS	1341
ANIMALS CAPTURED	127	CASES OPENED/FIRST NOTICE SENT	678
ANIMALS RETURNED TO OWNER	21	SECOND NOTICE SENT	39
ANIMALS TO THE HUMANE SOCIETY	90	CASES SENT TO COURT	35
DEAD ANIMALS REMOVED	29	CASES CLOSED	692
WARNINGS GIVEN	83	COMPLAINTS RECEIVED FROM CITIZENS & STAFF	202
CITATIONS ISSUED	35	PRO-ACTIVE ACTIONS CASES	476



Meeting
Date: 2/24/2025

Date: 02/11/2025

Item #: 6.

Dept.: Administration

Consent Agenda

SUBJECT:

Consider and take appropriate action on the minutes from the January 27, 2025, TIRZ #1, TIRZ #2, TIRZ #3, TIRZ #4, and Regular City Council Meeting.

BACKGROUND:

The minutes from the January 27, 2025, TIRZ #1, TIRZ #2, TIRZ #3, TIRZ #4, and Regular City Council Meeting are attached for review.

Author:

Jessie Hanks, City Secretary

Reviewed:

Mike Holder, City Manager

Cost:

Funds Available:

Source:

Recommendation: Staff recommends approval of the minutes from the January 27, 2025, TIRZ #1, TIRZ #2, TIRZ #3, TIRZ #4, and Regular City Council Meeting as presented.

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



**MINUTES OF THE
JOINT MEETING BETWEEN
TAX INCREMENT REINVESTMENT ZONE #1 (TIRZ #1),
TAX INCREMENT REINVESTMENT ZONE #2 (TIRZ #2),
TAX INCREMENT REINVESTMENT ZONE #3 (TIRZ #3),
TAX INCREMENT REINVESTMENT ZONE #4 (TIRZ #4),
AND REGULAR CITY COUNCIL MEETING
MONDAY, JANUARY 27, 2025 - 6:00 PM
CITY HALL COUNCIL CHAMBERS
209 S. WASHINGTON STREET
KAUFMAN, TEXAS 75142**

CALL TIRZ #1 MEETING TO ORDER TIRZ #1: Chairman calls the Meeting to order, states the date and time, state members present, and declares a quorum present.**

Chairman Jordan called the TIRZ #1 meeting to order at 6:00 P.M. Board Members present were Jeff Jordan, Matt Phillips, and Charles Gillenwater. Board Members Barry Ratcliffe and Terry Crow were absent. Chairman Jordan declared a quorum present.

TIRZ #1 ITEMS

1. Consider and make a recommendation to the City Council on the FY-24 Tax Increment Reinvestment Zone #1 Annual Report.

Josh Arendt, TIRZ Manager with Municap, Inc., presented the FY-24 Tax Increment Reinvestment Zone #1 annual report.

Board Member Phillips made a motion to recommend approval of the FY-24 Tax Increment Reinvestment Zone #1 annual report. The motion was seconded by Board Member Gillenwater and passed 3/0.

TIRZ #1 ADJOURNMENT

There being no further business, Chairman Jordan adjourned the TIRZ #1 meeting at 6:05 P.M.

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 6:05 P.M. Board Members present were Jeff Jordan, Matt Phillips, Lisa Parker, Charles Gillenwater, Quattro Borders, Ashlea Longenecker, and Jason Nelson. Board Members Terry Crow, and Bettye Mayfield were absent. Chairman Jordan declared a quorum present.

TIRZ #2 ITEMS

2. Consider and make a recommendation to the City Council on the FY-24 Tax Increment Reinvestment Zone #2 Annual Report.

Josh Arendt, TIRZ Manager with Municap, Inc., presented the FY-24 Tax Increment Reinvestment Zone #2 annual report.

Board Member Phillips made a motion to recommend approval of the FY-24 Tax Increment Reinvestment Zone #2 annual report. 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 6:08 P.M.

CALL TIRZ #3 MEETING TO ORDER TIRZ #3: Chairman calls the Meeting to order, states the date and time, state members present, and declares a quorum present.**

Chairman Jordan called the TIRZ #3 meeting to order at 6:08 P.M. Board Members present were Jeff Jordan, Matt Phillips, Lisa Parker, Charles Gillenwater, Quattro Borders, Jason Nelson, and Ashlea Longenecker. Chairman Jordan declared a quorum present.

TIRZ #3 ITEMS

3. Consider and make a recommendation to the City Council on the FY-24 Tax Increment Reinvestment Zone #3 Annual Report.

Josh Arendt, TIRZ Manager with Municap, Inc., presented the FY-24 Tax Increment Reinvestment Zone #3 annual report.

Board Member Phillips made a motion to recommend approval of the FY-24 Tax Increment Reinvestment Zone #3 annual report. The motion was seconded by Board Member Parker and passed 7/0.

TIRZ #3 ADJOURNMENT

There being no further business, Chairman Jordan adjourned the TIRZ #3 meeting at 6:10 P.M.

CALL TIRZ #4 MEETING TO ORDER TIRZ #4: Chairman calls the Meeting to order, states the date and time, state members present, and declares a quorum present.**

Chairman Jordan called the TIRZ #4 meeting to order at 6:10 P.M. Board Members present were Jeff Jordan, Matt Phillips, Lisa Parker, Charles Gillenwater, Quattro Borders, Jason Nelson, and Ashlea Longenecker. Chairman Jordan declared a quorum present.

TIRZ #4 ITEMS

4. Consider and make a recommendation to the City Council on the FY-24 Tax Increment Reinvestment Zone #4 Annual Report.

Josh Arendt, TIRZ Manager with Municap, Inc., presented the FY-24 Tax Increment Reinvestment Zone #4 annual report.

Board Member Phillips made a motion to recommend approval of the FY-24 Tax Increment Reinvestment Zone #4 annual report. The motion was seconded by Board Member Parker and passed 7/0.

5. Consider and make a recommendation to the City Council the expansion of the boundaries of Tax Increment Reinvestment Zone Number Four, City of Kaufman, Texas, established pursuant to Chapter 311 of the Texas Tax Code, by expanding the boundaries of Tax Increment Financing Reinvestment Zone Number Four, City of Kaufman, Texas.

David Pettit, Partner at Pettit & Ayala Consulting, informed the Council about the creation process for TIRZ #4, the background of the current TIRZ, and the proposed expanded boundaries. He covered the impact the proposed expansion would have on the TIRZ.

Councilmember Borders made a motion to recommend approval to the City Council for the expansion of the boundaries of Tax Increment Reinvestment Zone Number Four, City of Kaufman, Texas, established pursuant to Chapter 311 of the Texas Tax Code, by expanding the boundaries of Tax Increment Financing Reinvestment Zone Number Four, City of Kaufman, Texas, as presented. The motion was seconded by Councilmember Nelson and passed 7/0.

TIRZ #4 ADJOURNMENT

There being no further business, Chairman Jordan adjourned the TIRZ #4 meeting at 6:17 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 6:17 P.M. Councilmembers present were Jeff Jordan, Matt Phillips, Lisa Parker, Charles Gillenwater, Quattro Borders, Ashlea Longenecker, Jason Nelson. Mayor Jordan declared a quorum present. Also present were City Manager Mike Holder, Assistant City Manager Rachel Balthrop Mendoza, City Attorney Cynthia Kirchoff, City Secretary Jessie Hanks, Economic Development Director Stewart McGregor, 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.**

David Wooldridge, 905 Royal Drive, Kaufman, TX, 75142, informed the Council about the history of the storage shed located on his property. He inquired about the requirements for a storage shed and permitting process. Mayor Jordan directed him to staff for further conversation.

Ismael Carrera, 1603 S. Washington Street, Kaufman, Texas 75142, inquired to the Council about a Code violation he received from his restaurant in relations to operating an additional BBQ restaurant in his building. Mayor Jordan directed him to staff for further conversation.

RECOGNITION

6. KISD Fall Semester State Qualifiers

Darrin Highlander presented several Kaufman High School Football players in recognition for their contributions to the outstanding fall season for the Kaufman Lions Varsity Football team. He highlighted several other sports teams and players for their accomplishments during the fall semester.

7. Business of the Month - Reese Air Services

Mayor Jordan, Mr. McGregor, and Anne Glasscock, Chief Executive Officer of the Kaufman Chamber of Commerce, presented Reese Air Services with the January 2025 Business of the Month recognition.

8. National League of Cities' Small Cities Council Appointment - Councilmember Jason Nelson

Mayor Jordan recognized Councilmember Jason Nelson on his appointment to the National League of Cities' Small Cities Council.

CONSENT AGENDA

9. Consider and take appropriate action on the minutes from the December 16, 2024, Work Session and Regular City Council Meeting.
10. Consider and take appropriate action to schedule a Special City Council Meeting for Wednesday, May 14, 2025, for the purpose of canvassing the Election Returns.
11. Consider and take appropriate action to reschedule the Regular City Council Meeting from Monday, May 26, 2025, to Monday, May 19, 2025, due to Memorial Day.
12. Consider and take appropriate action on the FY-24 Tax Increment Reinvestment Zone #1 Annual Report.
13. Consider and take appropriate action on the FY-24 Tax Increment Reinvestment Zone #2 Annual Report.
14. Consider and take appropriate action on the FY-24 Tax Increment Reinvestment Zone #3 Annual Report.
15. Consider and take appropriate action on the FY-24 Tax Increment Reinvestment Zone #4 Annual Report.
16. Consider and take appropriate action regarding Resolution R-01-25, a resolution of the City Council of the City of Kaufman, Texas, authorizing continued participation with the Steering Committee of Cities Served by Oncor; and authorizing the payment of eleven cents (\$.11) per capita to the steering committee to fund regulatory and legal proceedings and activities related to Oncor Electric Delivery Company, LLC.

Councilmember Borders made a motion to approve Consent Agenda items 9-16 as presented. The motion was seconded by Councilmember Parker and passed 7/0.

END OF CONSENT AGENDA

PUBLIC HEARING

17. Conduct a public hearing, consider, and take appropriate action on Ordinance O-01-25, an ordinance of the City Council of the City of Kaufman, Texas, concerning Tax Increment Reinvestment Zone Number Four, City of Kaufman, Texas, established pursuant to Chapter 311 of the Texas Tax Code, by expanding the boundaries of Tax Increment Financing Reinvestment Zone Number Four, City of Kaufman, Texas.

- a. Presentation.

David Pettit, Partner at Pettit & Ayala Consulting, informed the Council about the creation process for TIRZ #4, the background of the current TIRZ, and the proposed expanded boundaries. He covered the impact the proposed expansion would have on the TIRZ.

- b. Public Hearing.

Mayor Jordan opened the public hearing at 6:34 P.M. There being no speakers present, Mayor Jordan closed the public hearing at 6:35 P.M.

- c. Consider and take appropriate action on Ordinance O-01-25.

Councilmember Nelson made a motion to approve Ordinance O-01-25, to expand the boundaries of TIRZ #4 as presented. The motion was seconded by Councilmember Longenecker and passed 7/0.

DISCUSSION/ACTION ITEMS

18. Consider and take appropriate action on a Chapter 380 Economic Development and Performance Agreement between the City and Myrish Hospitality, Incorporated, for a Hampton Inn Brand Project; and authorizing the Mayor to execute necessary documents.

Mr. McGregor reviewed the aspects on the Chapter 380 Agreement with Myrish Hospitality, for a Hampton Inn Brand Hotel Project.

Councilmember Gillenwater made a motion to approve a Chapter 380 Economic Development and Performance Agreement between the City and Myrish Hospitality, LLC, for a Hampton Inn Brand Project with the amendment to section 3.01 from 30 days to 120 days and the deletion of the word "alleged" from the indemnity clause and authorize the City Manager to execute necessary documents. The motion was seconded by Councilmember Nelson and passed 7/0.

19. Consider and take appropriate action on a Chapter 380 Economic Development and Performance Agreement between the City and Agile Cold Dallas, LLC for an Industrial Cold Storage Building Project; and authorizing the Mayor to execute necessary documents.

Mr. McGregor presented the background and obligations for the Chapter 380 Agreement with Agile Cold Dallas, LLC.

Mayor Pro-Tem Phillips made a motion to approve a Chapter 380 Economic Development and Performance Agreement between the City and Agile Cold Dallas, LLC for an Industrial Cold Storage Building Project and authorize the Mayor to execute necessary documents. The motion was seconded by Councilmember Nelson and passed 7/0.

20. Consider and take appropriate action on Ordinance O-02-25, an ordinance of the City Council of the City of Kaufman, Texas, ordering and calling the City's General Election to be held on May 3, 2025, for the purpose of electing a mayor and three (3) people to serve as Council members for the City of Kaufman for a term of two (2) years each; providing notice of election; providing for the approval of a joint election and Contract for Election Services with Kaufman County; designating polling dates, times and locations for election day and early voting; and authorizing the Mayor or designee to execute necessary documents.

Councilmember Parker made a motion to approve Ordinance O-02-25, ordering and calling the City's General Election to be held on May 3, 2025, for the purpose of electing a mayor and three (3) people to serve as Council members for the City of Kaufman for a term of two (2) years each; providing notice of election; providing for the approval of a joint election and Contract for Election Services with Kaufman County; designating polling dates, times and locations for election day and early voting; and authorizing the Mayor or designee to execute necessary documents. The motion was seconded by Councilmember Borders and passed 7/0.

ANNOUNCEMENTS AND REPORTS FROM CITY MANAGER

21. Receive an update and discussion regarding the following:
- a. Filing period for Application for a Place on the Ballot for the City's General Election is Wednesday, January 15, 2025, through Friday, February 14, 2025.
 - b. Kaufman County Days - February 17 & 18
 - c. Kaufman Chamber of Commerce Banquet - February 25
 - d. Council Retreat - April 14 & 15
 - e. Discussion Items Report (DIR)
 - f. STAR Transit Ridership Report - December 2024
 - g. Careflite Compliance Report - December 2024
 - h. Fire Department Monthly Report - December 2024
 - i. Police Department Monthly Report - December 2024
 - j. Development Services Monthly Report - December 2024
 - k. Monthly Calendars Attached

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

EXECUTIVE SESSION

Mayor Jordan recessed into executive session at 6:47 P.M.

22. The City Council will recess into Executive Session pursuant to Texas Government Code for an executive session regarding the following:
- a. Texas Government Code § 551.071 (1) and (2): Consultation with Attorney. To consult with the City's 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 conflicts with the Texas Open Meetings Act and for Council to seek the advice of its attorney about pending or contemplated litigation: 105 N. Jackson St.
 - b. Texas Government Code § 551.087. Deliberation regarding economic development negotiations (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: Walmart Zipline

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 7:09 P.M.

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

There was no action required on matters discussed in Executive Session.

ADJOURNMENT

There being no further business, Mayor Jordan adjourned the meeting at 7:10 P.M.

ATTEST:

JEFF JORDAN
MAYOR

JESSIE HANKS
CITY SECRETARY



Meeting
Date: 2/24/2025

Date: 01/30/2025

Item #: 7.

Dept.: Administration

Consent Agenda

SUBJECT:

Consider and take appropriate action on a Service Contract with 4M Trucking, Inc. for aggregate construction material in an amount not to exceed \$6,200.00; and authorize the Mayor or designee to execute necessary documents.

BACKGROUND:

This item is for consideration of entering into a service contract with 4M Trucking for the purchase and delivery of aggregate construction materials. This contract is a subcontract through the City's interlocal agreement with Kaufman County, pursuant to bid RFB No. 24-05. The agreement will facilitate the acquisition of materials needed for ongoing public construction projects. The total estimated expenditure for this contract is for an amount not to exceed \$6,200.00 annually.

Author:

Mike Holder, City Manager

Reviewed:

Mike Holder, City Manager

Cost:

Funds Available:

Source:

Recommendation: Staff recommends approval of a service contract with 4M Trucking, Inc. for aggregate construction material, and authorize the mayor or his designee to execute necessary documents.

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

**SERVICE CONTRACT
CITY OF KAUFMAN**

THIS CONTRACT is made by and between the **CITY OF KAUFMAN, TEXAS** (hereinafter referred to as the “CITY”), a Texas municipal corporation, and 4M TRUCKING, INC. (hereinafter referred to as “VENDOR”). VENDOR and the CITY are collectively referred to herein as the “Parties,” and individually as a “Party.”

WHEREAS, Kaufman 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, VENDOR was awarded a contract pursuant to bid RFB No. 24-05 with AWARDING ENTITY for the purchase of aggregate construction materials and delivery. This Contract is for an initial term of one (1) year with the option to renew for four (4) additional one (1)-year period(s). This Contract is effective as of January 29, 2025 and shall terminate midnight on September 30, 2025, unless the Parties mutually agree in writing to extend the term of the Contract through allowable renewal option, or unless otherwise terminated, as provided in the Contract; and,

WHEREAS, this Contract is made subject to the existing provisions of the Charter of the City, its rules, regulations, procedures, and ordinances, present and future, and all applicable laws of the State of Texas and the United States; and,

WHEREAS, 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; and,

WHEREAS, VENDOR verifies that: (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined in Texas Government Code § 2274.001, and that it will not during the term of the Contract discriminate against a firearm entity or firearm trade association; (2) it does not “boycott Israel” as that term is defined in Texas Government Code § 808.001 and it will not boycott Israel during the term of this contract; and (3) it does not “boycott energy companies,” as those terms are defined in Texas Government Code §§ 809.001 and 2274.001, and it will not boycott energy companies during the term of this Contract; and,

WHEREAS, AWARDING ENTITY and VENDOR agree that other entities can utilize the Contract under the same pricing, terms, and conditions, attached hereto as Exhibit “A.”

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

1. CITY will enter an annual contract for purchase of aggregate construction materials and delivery through the Contract; the estimated annual expenditure for the CITY is (\$6,200).
2. This Contract is for an initial term of one (1) year with the option to renew for three (3) additional one (1)-year period(s). This Contract is effective as of January 29, 2025 and shall terminate midnight on September 30, 2025.
3. The total estimated expenditure over the life of this Contract, if all extensions are authorized shall not exceed (\$6,200.00) annually.
4. 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. **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. 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 CITY and to get the manufacturer to honor the warranty.**
6. 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, and \$1,000,000 combined single limit for automobile liability unless modified in accordance with any ordinance or directive. 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.

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:

4M Trucking, INC.
ATTN: Dorinda Shannon
25383 TX 19
Athens TX. 75752
Phone | (903)-681-7371
Email: Dorinda.s@4mtrucking.com

8. By signing below, you agree to extend the Contract, number RFB NO. 24-05, 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: 
City Manager

4M Trucking, INC.

By: _____

Printed
Name: _____

Title: _____

ATTEST:


Jessie Hanks, City Secretary

EXHIBIT A

KAUFMAN COUNTY BID TAB ATTACHED:



Meeting
Date: 2/24/2025

Date: 02/11/2025

Item #: 8.

Dept.: Administration

Consent Agenda

SUBJECT:

Consider and take appropriate action regarding Resolution R-02-25, a resolution of the City Council of the City of Kaufman, Texas, authorizing continued participation with the Atmos Cities Steering Committee; and authorizing the payment of five cents (\$.05) per capita to the steering committee to fund regulatory and activities related to Atmos Energy Corporation.

BACKGROUND:

This resolution is for the annual assessment to remain a member of the Atmos Steering Committee. See attached staff report and resolution.

Author:
Mike Holder, City Manager

Reviewed:
Mike Holder, City Manager

Cost:

Funds Available:

Source:

Recommendation: Staff recommends approval of Resolution R-02-25 as presented.

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

RESOLUTION NO. R-02-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KAUFMAN, TEXAS, AUTHORIZING CONTINUED PARTICIPATION WITH THE ATMOS CITIES STEERING COMMITTEE; AND AUTHORIZING THE PAYMENT OF FIVE CENTS (\$.05) PER CAPITA TO THE ATMOS CITIES STEERING COMMITTEE TO FUND REGULATORY AND RELATED ACTIVITIES RELATED TO ATMOS ENERGY CORPORATION; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

WHEREAS, the City is a member of ACSC; and

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

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

SECTION 1. The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2. That the City is authorized to continue its participation and membership in the ACSC to protect the interests of the City of Kaufman and protect the interests of the customers of Atmos residing and conducting business within the City limits.

SECTION 3. The City is further authorized to pay its 2025 assessment to the ACSC in the amount of five cents (\$0.05) per capita based on the population figures for the City shown in the latest Texas Municipal League Directory of City Officials.

SECTION 4. A copy of this Resolution and approved assessment fee payable to "City of Arlington, c/o Atmos Cities Steering Committee" shall be sent to:

City of Arlington
Brandi Stigler
PO Box 90231
Arlington, Texas 76004

SECTION 5. This Resolution shall become effective immediately upon its passage.

PASSED AND APPROVED this 24th day of February 2025, by a vote of _____ ayes and _____ nays at a regular meeting of the City Council of the City of Kaufman, Texas.

JEFF JORDAN
MAYOR

ATTEST:

JESSIE HANKS
CITY SECRETARY

APPROVED AS TO FORM:

CYNTHIA KIRCHOFF
CITY ATTORNEY



Meeting
Date: 2/24/2025

Date: 02/11/2025

Item #: 9.

Dept.: Administration

Ordinance

SUBJECT:

Conduct a public hearing and consider and take appropriate action on Ordinance O-03-25, an ordinance of the City Council of the City of Kaufman, Texas, amending Ordinance No. O-02-07 and Chapter 118, "Zoning," of the Code of Ordinances, collectively "The Comprehensive Zoning Ordinance and the official Zoning Map" of the City, to approve Specific Use Permit No. Fifty-Eight (SUP-58) and site plan to permit an Automobile Repair Shop, Major, subject to conditions on approximately 3.577 acres out of the D. Falcon Survey, Abstract No. 151, City of Kaufman, Kaufman County, Texas, generally located at 3175 US Highway 175 (Property ID 5305). The property is zoned Highway Commercial (HC). (Case Z-01-25)

BACKGROUND:

See the attached February 4, 2025, Planning and Zoning Commission Report and attachments.

Author:

Rachel Balthrop Mendoza, Assistant City
Manager

Reviewed:

Mike Holder, City Manager

Cost:

Funds Available:

Source:

Recommendation: Staff recommends approving Ordinance O-03-25 as presented.

Planning and Zoning Commission Report

Meeting Date: February 4, 2025

SUBJECT: Conduct a public hearing and make a recommendation to City Council for a request for a Specific Use Permit (SUP-58) for Automobile Repair Major, on approximately 3.577 acres out of the D. Falcon Survey, Abstract No. 151, City of Kaufman, Kaufman County, Texas, generally located at 3175 US Highway 175 (Property ID 5305). The property is zoned Highway Commercial (HC). (Case Z-01-25)

SUMMARY:

The applicant submitted a Specific Use Permit application for Automobile Repair Major, which also includes Automobile Repair Minor, on the property located at 3175 US Highway 175, which is situated at the corner of US Highway 175 and Fair Road. The property is located in the Highway Commercial District (HC). The property has 3.577 acres and is a one-story building containing 3992 square feet of space. The proposed use on the leased property is for an automobile shop to occupy and operate within the space.

A site plan/floor plan has been provided, showing the building divided into two sections. Located in the southern section of the building, the area has office spaces and restrooms. The northern section shows 9 vehicles parked in the bay where the mechanical work will be completed.

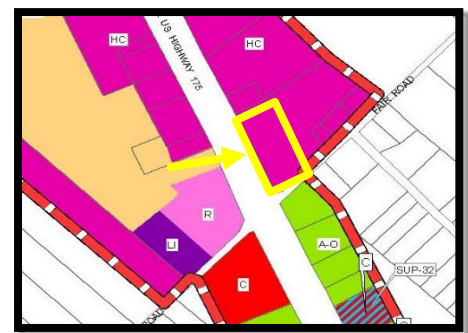
On the exterior of the building, the drawings show 11 vehicle parking spaces, with 5 vehicles being parked to the east of the building, and 6 vehicles being parked to the south of the building.

The prior business parked the company vehicles in the Gated Outdoor Area, but the new business did not assign this area's use.

Since the lot is not paved, none of these spaces are marked and no handicapped spaces are designated. The area to the west shows a gated outdoor area with 8 vehicles.

SURROUNDING ZONING AND EXISTING LAND USES:

	Zoning	Existing Land Use
North:	HC	Vacant Land Lyon's Den Restaurant
South:	R, LI, SF-6	Vacant Land owned by EDC (across Highway)
East:	A-O	Used Car Sales (Used to be Napa)
West:	HC	Vacant Land Residential House



COMPREHENSIVE PLAN:

Land Use Plan:

The 2014 Future Land Use Plan designates the future land use of the subject property as Future Commercial. The property is zoned Highway Commercial (HC), which allows for a mix of retail, restaurant, office, and commercial service uses. 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 12 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: 1\12

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.

RECOMMENDATION:

Staff recommends approval of Z-01-25 for Specific Use Permit-58 (SUP-58) for Automotive Repair Major at 3175 US Highway 175 with the following conditions:

1. The Property, including all buildings, premise, or land used pursuant to this SUP-58 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 (Floor Plan and Elevations/Photos) unless an amendment to SUP-58 is first approved by the City Council specifically authorizing such enlargement, modification, structural alteration, or change to the Property, Site Plan, or associated exhibits.
2. All vehicles shall be parked on a paved concrete parking lot.
3. All vehicles are required to have a current registration.
4. No junk vehicles or parts of a vehicle to be kept on the property.

ATTACHMENTS:

Location Map

Exhibit A – Property Description/Topo Survey

Exhibit B – Site Plan/Floor Plan

Exhibit C – Aerial Photo

Exhibit D – Exterior Photo

Exhibit E – Responses Received

Joy Henderson

Planner

972-932-2216 ext. 115

jhenderson@kaufmantx.org

Location Map

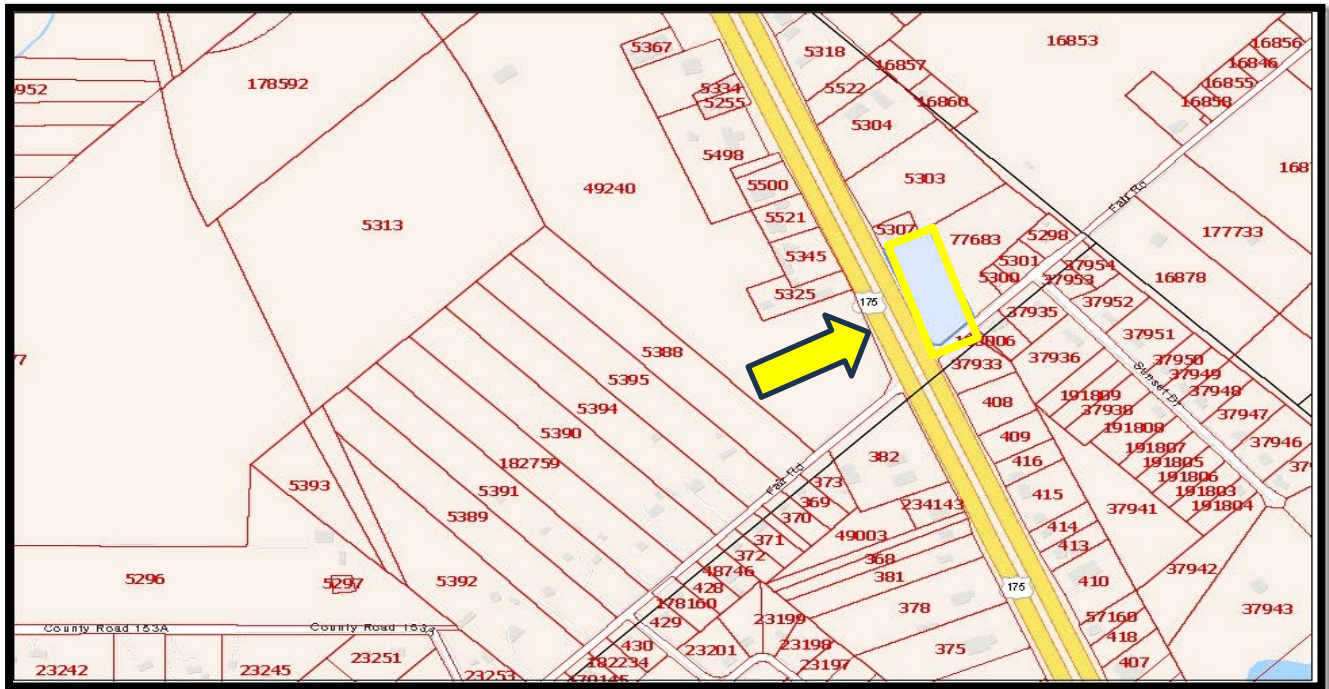


Exhibit A – Property Description/Topo Survey

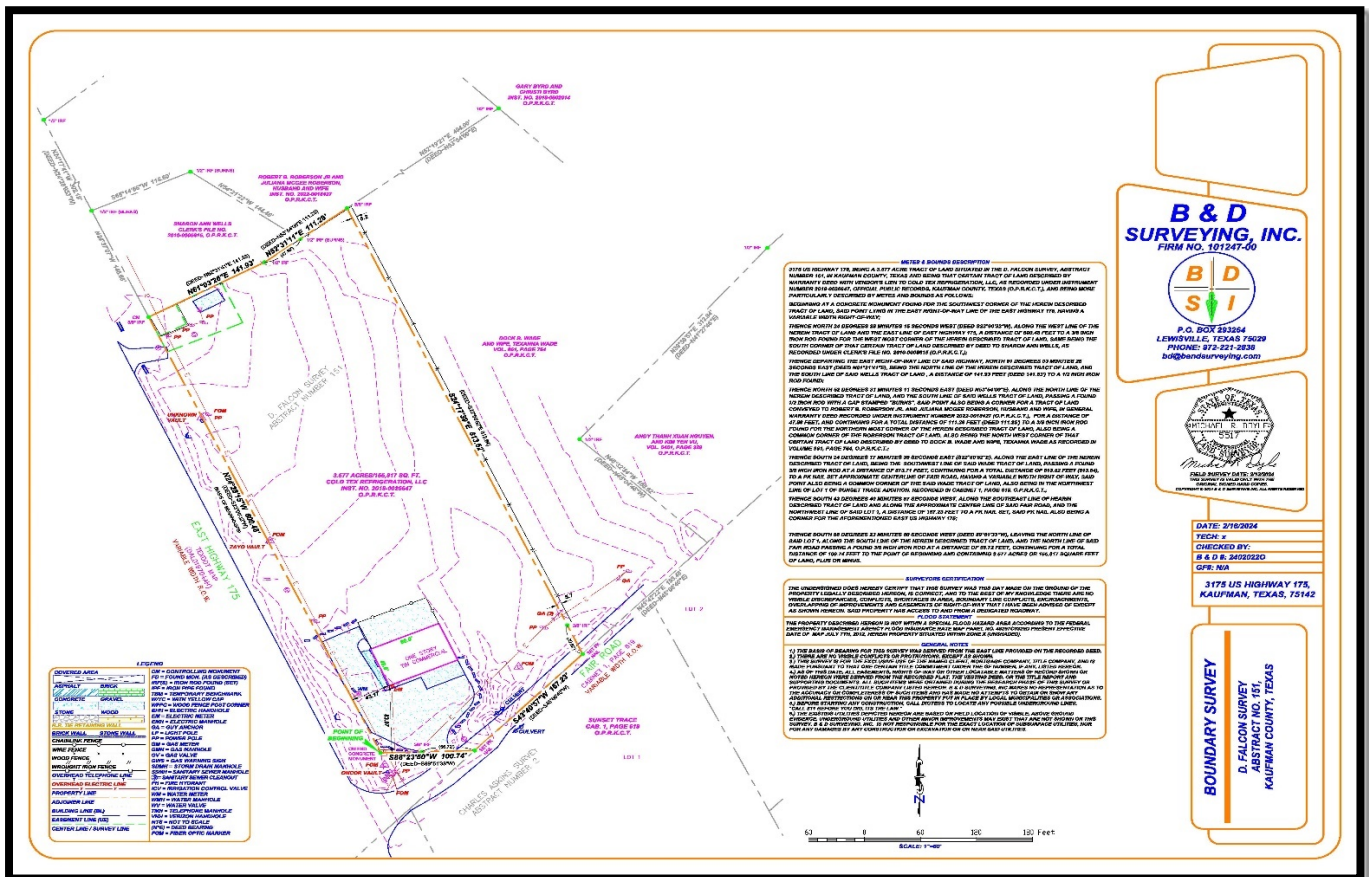


Exhibit B – Site Plan/Floor Plan

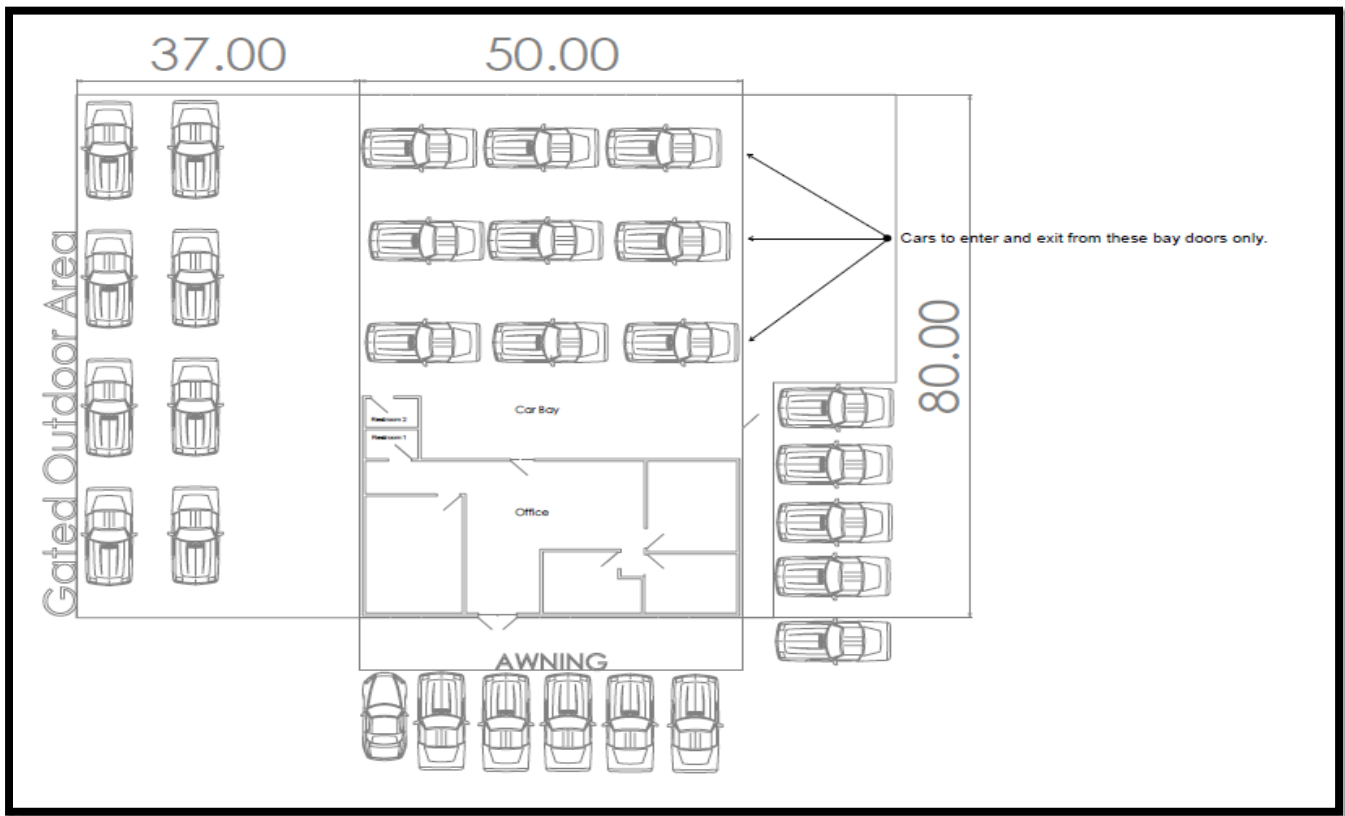


Exhibit C – Aerial Photo



Exhibit D – Exterior Photos



Exhibit E – Responses Received

DETACH ON DOTTED LINE

Date: 1-30-25

Name: CHARLES HETMER

Address: 3066 HWY 175

City & State: KAUFMAN TX

Phone #: 214 8504153

COMMENTS:

RE: Conduct a public hearing and make a recommendation to City Council for a request for a Specific Use Permit (SUP-58) for Automobile Repair Major, on approximately 3.577 acres out of the D. Falcon Survey, Abstract No. 151, City of Kaufman, Kaufman County, Texas, generally located at 3175 US Highway 175 (Property ID 5305). The property is zoned Highway Commercial (HC). (Case Z-01-25)

☒ I AM IN FAVOR ☐ I OBJECT

Email Address: _____

CHARLES HETMER
NAME PRINTED

Charles Hetmer
SIGNATURE

ORDINANCE O-03-25

AN ORDINANCE OF THE CITY OF KAUFMAN, TEXAS, AMENDING ORDINANCE NO. 0-02-07 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-EIGHT ("SUP-58") AND SITE PLAN TO PERMIT AN AUTO REPAIR, MAJOR ON AN APPROXIMATE 3.577 ACRE TRACT OF LAND (PROPERTY ID 5305), ZONED HIGHWAY COMMERCIAL "HC," SUCH PROPERTY BEING GENERALLY LOCATED AT 3175 US HIGHWAY 175, CITY OF KAUFMAN, KAUFMAN COUNTY, TEXAS, AS DESCRIBED AND DEPICTED ON EXHIBIT "A," ATTACHED HERETO ("PROPERTY"); PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING AMENDMENTS AND ZONING MAP AMENDMENTS THAT REFLECTS THE APPROVAL OF SUP-58 AND IMPOSE CONDITIONS UPON THE PROPERTY, INCLUDING PARKING LOT REQUIREMENTS, AND REGULATION OF VEHICLE STORAGE;; APPROVING THE SITE PLAN IN EXHIBIT "B," ATTACHED HERETO; 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 February 4, 2025, the Planning and Zoning Commission, after holding a public hearing, did consider and make a recommendation to City Council for approval of Specific Use Permit Number Fifty-Eight (SUP-58), and the Site Plan (Z-01-25), to permit an Auto Repair, Major with the conditions listed in Section 2 of this Ordinance on an approximate 3.577 acre tract of land, Kaufman CAD Property ID 5305, zoned Highway Commercial "HC," generally located at 3175 US Highway 175, 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 February 24, 2025, the City Council held a public hearing to consider approving SUP-58 and Site Plan, attached hereto and incorporated herein as 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-58 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.

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. 0-02-07 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 on the Property, as described and depicted in **Exhibit "A,"** attached hereto and incorporated as if set forth full herein for all purposes, from Highway Commercial to Highway Commercial District with SUP-58.

Pursuant to the zoning designation of Highway Commercial District with SUP-58, the Property shall only be used for Auto Repair, Major, as that term is defined by The Comprehensive Zoning Ordinance, subject to the following conditions, each of which shall be included on the Site Plan for SUP-58:

- a. The Property, including all buildings, premise, or land used pursuant to this SUP-58 shall not be enlarged, modified, structurally altered, added to, or otherwise significantly changed in size from the layout on the approved Site Plan and associated exhibits (Floor Plan and Elevations/Photos) unless an amendment to SUP-58 and the Site Plan is first approved by the City Council specifically authorizing such enlargement, modification, structural alteration, or change to the Property or Site Plan.
- b. All vehicles shall be parked on a paved concrete parking lot, which shall be completed within 18 months from the effective date of this Ordinance. The parking lot shall meet the following requirements:
 1. The parking spaces shall be 9' x 18'.
 2. A minimum of 2 handicapped spaces shall be included per ADA requirements and specifications.
 3. A minimum 27 parking spaces shall be constructed, accounting for building and lot square footage.
 4. A 24-foot fire lane meeting IFC 2015 sections D102.1, D105.3, 503.1.1, and 503.2.1 shall be constructed.
- c. All vehicles are required to have a current registration.
- d. No junk vehicles or parts of a vehicle to be stored or kept on the property.

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 Highway Commercial to Highway Commercial

with Specific Use Permit-58 ("SUP-58"), 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-58 attached hereto and incorporated as if set forth fully herein as **Exhibit "B,"** is hereby approved for the Property. The approved Site Plan meeting the requirements of this Section shall be adhered to in its entirety for the duration of the use authorized by SUP-58 or its termination or expiration in accordance with Section 5 hereof.

SECTION 5. ASSIGNABILITY; TERMINATION/RECISSION. SUP-58 is non-transferrable. SUP-58 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 Comprehensive Zoning Ordinance, as amended, shall control, except as expressly modified by SUP-58.

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 24th day of February, 2025.

**JEFF JORDAN
MAYOR**

ATTEST:

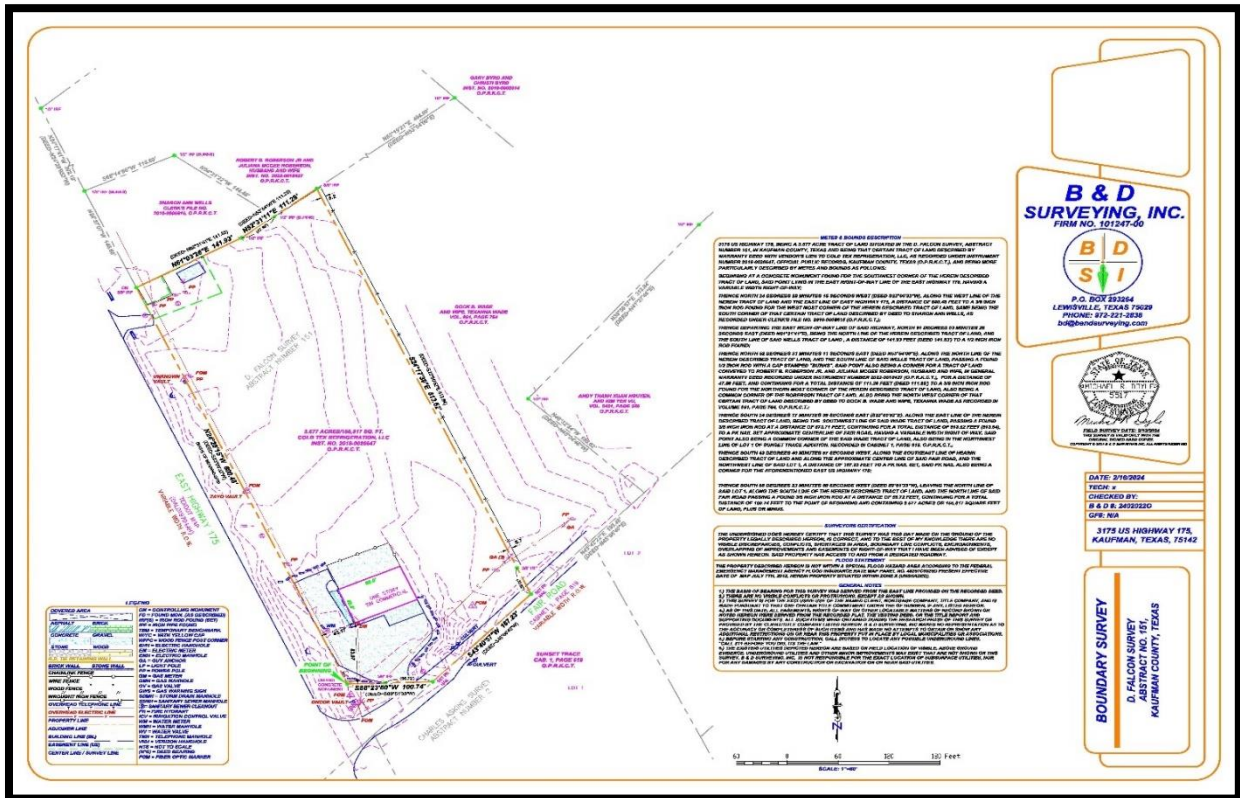
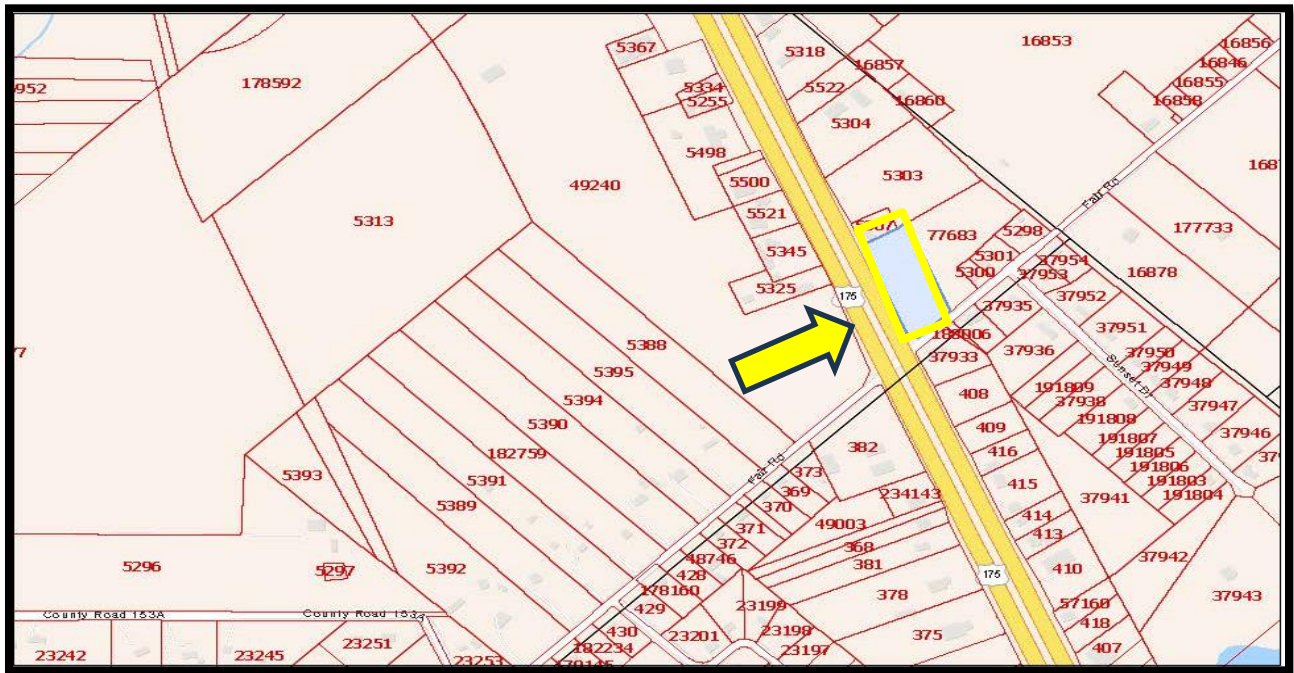
**JESSIE HANKS
CITY SECRETARY**

APPROVED AS TO FORM:

**CYNTHIA KIRCHOFF
CITY ATTORNEY**

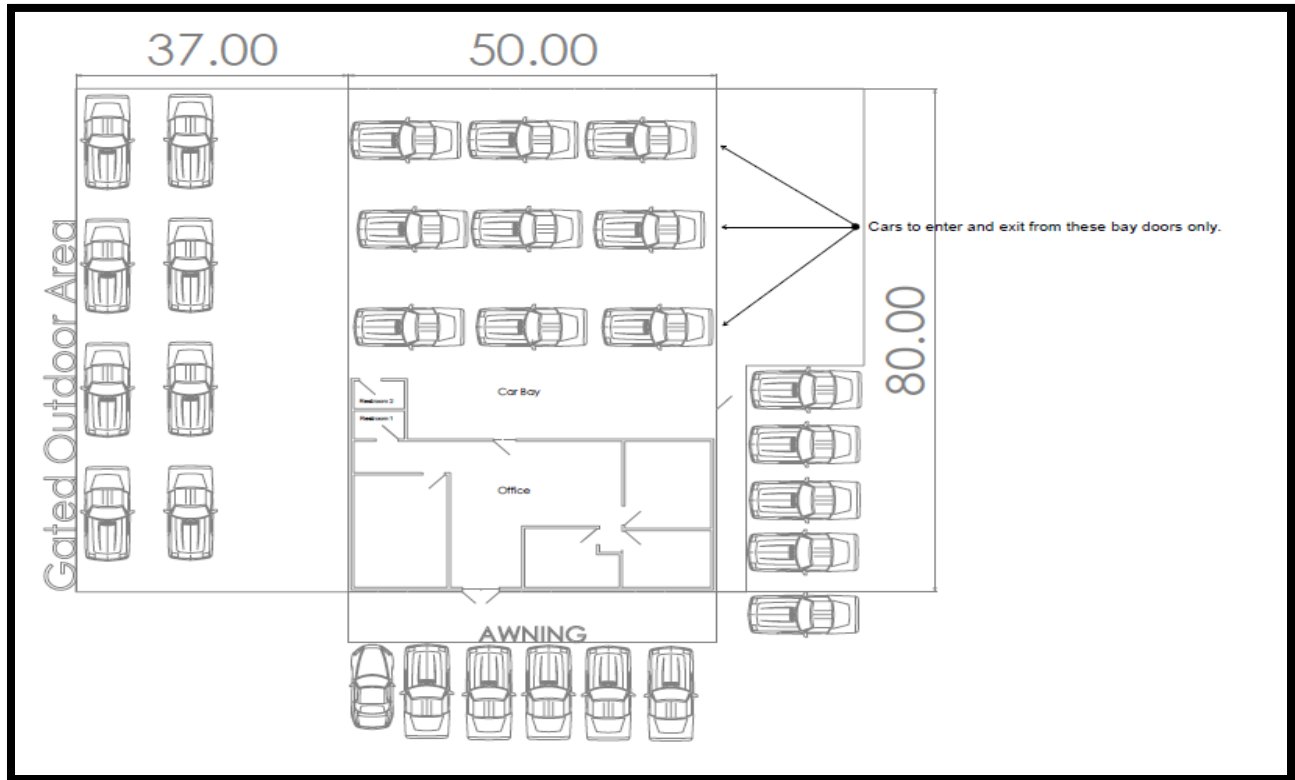
“EXHIBIT A” Legal Description

Z-01-25
3175 US Highway 175
Kaufman CAD Property ID 5305



“EXHIBIT B” Site Plan

Site Plan



Property Photos



“EXHIBIT B” Site Plan





Meeting
Date: 2/24/2025

Date: 02/11/2025

Item #: 10.

Dept.: Economic
Development
Corporation

Ordinance
SUBJECT:

Conduct a public hearing, and consider and take appropriate action on Ordinance No. O-04-25, an ordinance of the City Council of the City of Kaufman, Texas, ordaining the City's participation in the Texas Enterprise Zone Program pursuant to the Texas Enterprise Zone Act, Chapter 2303, Texas Government Code, providing tax incentives, designating a liaison for communication with interested parties, and nominating Agile Cold Dallas, LLC to the Office of the Governor Economic Development and Tourism through the Economic Development Bank as an enterprise project.

BACKGROUND:

As part of the terms of incentives with Agile Cold's new facility, the State of Texas allows communities to nominate new and expanding companies as part of their Enterprise Zone program to receive a rebate of State Sales & Use Tax for certain jobs paying at or above the county average wage. Agile has requested to the City of Kaufman that they be nominated for the program and incentive benefit. Their tax consultant plans to submit the application by the next quarterly deadline of March 3, 2025. The benefit will be \$2,500 per job created paying at or above the county's average wage ("Enterprise Project"). If approved, the state maintain the zone designation for 5 years. The approved zone will also create a reinvestment zone to allow local taxing districts to provide tax abatements for the company.

Per program requirements, a public hearing notice was posted at City Hall and in the *Kaufman Herald*. Following the public hearing, an ordinance has been included for consideration by the City Council.

Author:
Stewart McGregor , Executive Director

Reviewed:
Mike Holder, City Manager

Cost:

Funds Available:

Source:

Recommendation: Staff recommends approval of Ordinance O-04-25 as presented.

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

ORDINANCE NO. O-03-25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KAUFMAN, TEXAS, ORDAINING THE CITY'S PARTICIPATION IN THE TEXAS ENTERPRISE ZONE PROGRAM PURSUANT TO THE TEXAS ENTERPRISE ZONE ACT, CHAPTER 2303 OF TEXAS GOVERNMENT CODE, PROVIDING TAX INCENTIVES, DESIGNATING A LIAISON FOR COMMUNICATION WITH INTERESTED PARTIES, AND NOMINATING AGILE COLD DALLAS, LLC TO THE OFFICE OF THE GOVERNOR ECONOMIC DEVELOPMENT & TOURISM THROUGH THE ECONOMIC DEVELOPMENT BANK AS AN ENTERPRISE PROJECT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Kaufman, Texas ("City") desires to create the proper economic and social environment to induce the investment of private resources in productive business enterprises located in severely distressed areas of the city and to provide employment to residents of such area; and

WHEREAS, the project or activity is not located in an area designated as an enterprise zone; and

WHEREAS, pursuant to Chapter 2303, Subchapter F of the Texas Government Code ("Act"), **Agile Cold Dallas, LLC** has applied to the City for designation as an enterprise project; and

WHEREAS, the City finds that **Agile Cold Dallas, LLC** meets the criteria for tax relief and other incentives adopted by the City on the grounds that it will be located at the qualified business site, will create a higher level of employment, economic activity and stability; and

WHEREAS, the City finds that it is in full compliance with Chapter 2303, Texas Government Code prior to nomination of an eligible business; and

WHEREAS, not later than the seventh calendar day prior to the date of the public hearing for this ordinance and in accordance with the Act, the City caused to be published in the Kaufman Herald, a newspaper of general circulation in the City, a notice for a public hearing to consider nominating Agile Cold Dallas, LLC as an enterprise project and complying with all other requirements of the Act; and

WHEREAS, a public hearing to consider this ordinance was held by the City Council on February 24, 2025.

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

SECTION 1: INCORPORATION OF PREMISES. The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2. NOMINATION. The City Council hereby nominates **Agile Cold Dallas, LLC** to the Office of the Governor Economic Development & Tourism (“EDT”) through the Economic Development Bank (“Bank”) for enterprise project status.

SECTION 3: LOCAL INCENTIVES. The following local incentives, at the election of the City Council, are or will be made available to the nominated project or activity of the qualified business:

- a) The City may abate taxes on the increase in value of real property improvements and eligible personal property that locate in a designated enterprise zone. The level of abatement shall be based upon the extent to which the business receiving the abatement creates jobs for qualified employees, in accordance with the City of Kaufman Tax Abatement Policy, and with qualified employees being defined by the Act.
- b) This City may provide economic development grants in an amount equal to on sales taxes paid to the City for materials and equipment purchases sourced in the City of Kaufman.
- c) The City may provide regulatory relief to businesses, including:
 - 1) zoning changes or variances;
 - 2) reduced permit fee assessments; or
 - 3) streamlined permitting.
- d) The City may provide enhanced municipal services to businesses, including:
 - 1) improved police and fire protection.
- e) The City may provide improvements in community facilities, including:
 - 1) capital improvements in water and sewer facilities.
- f) The City may provide business and industrial development services, including:
 - 1) creation of special one-stop permitting and problem resolution centers or ombudsmen.
- g) The City may provide job training and employment services to businesses, including:
 - 1) customized job training.

SECTION 4: ENTERPRISE ZONE AREA. The enterprise zone areas within the City are reinvestment zones in accordance with the Texas Tax Code, Chapter 312.

SECTION 5: DESIGNATION OF LIAISON. The City of Kaufman City Council directs and designates its Economic Development Director as the City's liaison to communicate and negotiate with the EDT through the Bank and enterprise project(s) and to oversee zone activities and communications with qualified businesses and other entities in an enterprise zone or affected by an enterprise project.

SECTION 6: ENTERPRISE PROJECT. The City finds that **Agile Cold Dallas, LLC** meets the criteria for designation as an enterprise project under Chapter 2303, Subchapter F of the Act on the following grounds:

- a) **Agile Cold Dallas, LLC** is a “qualified business” under Section 2303.402 of the Act because it will be engaged in the active conduct of a trade or business at a qualified business site within the City Council's jurisdiction, located outside of an enterprise zone and at least thirty-five percent (35%) of the business' new employees will be residents of an enterprise zone, economically disadvantaged individuals, or veterans; and
- b) There has been and will continue to be a high level of cooperation between public, private, and neighborhood entities in the area; and
- c) The designation of **Agile Cold Dallas, LLC** as an enterprise project will contribute significantly to the achievement of the plans of the City for development and revitalization of the area.

SECTION 7: DURATION OF PROJECT. The enterprise project shall take effect on the date of designation of the enterprise project by EDT and will terminate five (5) years from the date of designation.

SECTION 8: EFFECTIVE DATE. This Ordinance shall take effect from and after its passage as the law and City charter in such case provides.

PASSED AND APPROVED this 24th day of February, 2025.

Jeff Jordan, Mayor

Attest:

Jessie Hanks, City Secretary

Approved as to form:

Cynthia Kirchoff, City Attorney



Meeting
Date: 2/24/2025

Date: 02/11/2025

Item #: 11.

Dept.: Administration

Ordinance

SUBJECT:

Consider and take appropriate action on Ordinance O-05-25, an ordinance of the City Council of the City of Kaufman, Texas, approving the Final Amended Project and Financing Plan of Tax Increment Reinvestment Zone Number Four, City of Kaufman, Texas, pursuant to Chapter 311 of the Texas Tax Code, and providing an effective date. (The Trails)

BACKGROUND:

On January 27, 2025, the City Council approved an amended ordinance to expand the boundaries of TIRZ #4, adding a 59.02-acre parcel. This expansion increases the Project and Financing Plan for the zone to a total of \$30 million for public improvements within both the original and expanded areas. The next step is to approve the final amended plan, outlining the use of the allocated funds for infrastructure and development in the expanded zone.

Author:
Mike Holder, City Manager

Reviewed:
Mike Holder, City Manager

Cost:

Funds Available:

Source:

Recommendation: Staff recommends approval of Ordinance O-05-25 as presented.

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

**CITY OF KAUFMAN
ORDINANCE NO. O-05-25**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KAUFMAN, TEXAS, APPROVING AN AMENDED PROJECT AND FINANCING PLAN FOR REINVESTMENT ZONE NUMBER FOUR, CITY OF KAUFMAN, TEXAS, ESTABLISHED PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE; PROVIDING FOR THE INCORPORATION OF RECITALS; MAKING CERTAIN FINDINGS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE. (“THE TRAILS”)

WHEREAS, the City of Kaufman, Texas (the “City”), pursuant to Chapter 311 of the Texas Tax Code, as amended (the “Act”), may designate a geographic area within the City or the extraterritorial jurisdiction (the “ETJ”) of the municipality as a tax increment reinvestment zone if the area satisfies the requirements of the Act; and

WHEREAS, the Act provides that the governing body of a municipality by ordinance may designate a contiguous geographic area that is in the corporate limits of the municipality or the ETJ of the municipality to be a reinvestment zone if the governing body determines that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future; and

WHEREAS, the City Council of the City desires to promote the development of a certain contiguous geographic area in the City’s ETJ, through the creation of a reinvestment zone as authorized by and in accordance with the Tax Increment Financing Act, codified at Chapter 311 of the Texas Tax Code; and

WHEREAS, on June 24, 2024, the City Council of the City, pursuant to Chapter 311 of the Texas Tax Code, approved Ordinance No. O-12-24 designating a contiguous geographic area within the City’s ETJ as Reinvestment Zone Number Four, City of Kaufman, Texas (“Zone”), approving a Preliminary Project and Finance Plan for the Zone, and establishing a Board of Directors for the Zone; and

WHEREAS, on January 27, 2025, the City Council of the City approved Ordinance No. O-01-25, amending Ordinance No. O-12-24, expanding the boundaries of the Reinvestment Zone Number Four, City of Kaufman, Texas (“TIRZ 4A”); and

WHEREAS, on February 24, 2025, in accordance with Section 311.011(e) of the Act, the Board of Directors of the Zone and TIRZ 4A approved the Amended Project and Finance Plan for Reinvestment Zone Number Four, City of Kaufman, Texas (the “Amended Project and Finance Plan”), attached as **Exhibit “A”**; and

WHEREAS, the City Council of the City has determined that the Amended Project and Finance Plan meets all requirements of the law as set forth herein and desires to approve the Amended Project and Finance Plan.

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

SECTION 1.
RECITALS INCORPORATED

The recitals, findings, and determinations contained in the preamble to this Ordinance are incorporated into the body of this Ordinance as if fully set forth in this Section and are hereby found and declared to be true and correct legislative findings and are adopted as part of this Ordinance for all purposes.

SECTION 2.
PROJECT AND FINANCE PLAN APPROVED

The City Council has reviewed the proposed Amended Project and Finance Plan, attached and incorporated herein as **Exhibit “A,”** finds that the Amended Project and Finance Plan has been adopted by the Board of Directors, that it satisfies all requirements of State Law and the Act, including without limitation Sections 311.011(b) and 311.011(c) of the Act, that the Amended Project and Finance Plan is feasible, and that the Amended Project and Finance Plan complies with the City’s Master Plan. Therefore, the City Council hereby approves the Final Amended Project and Finance Plan as set forth in **Exhibit “A.”**

Pursuant to Section 311.010(h) of the Act and Article III, Section 52-a of the Texas Constitution, the City Council hereby authorizes the Board, as necessary or convenient to implement the Amended Project and Finance Plan and achieve its purposes, to establish and provide for the administration of one or more programs for the public purposes of developing and diversifying the economy of the Zone, eliminating unemployment and underemployment in the Zone, and developing or expanding transportation, business, and commercial activity in the Zone, including programs to make grants of land and buildings and make grants from the Zone for activities that benefit the Zone and stimulate business and commercial activity in the Zone. In addition, the City Council hereby authorizes the Board to exercise all of the powers of the City under Chapter 380, Texas Local Government Code, as amended.

SECTION 3.
SEVERABILITY CLAUSE

Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause or phrase thereof irrespective of the fact

that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 4.
OPEN MEETINGS

It is hereby found, determined, and declared that sufficient written notice of the date, hour, place and subject of the meeting of the City Council at which this Ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at the City Hall of the City for the time required by law preceding its meeting, as required by Chapter 551 of the Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

SECTION 5.
EFFECTIVE DATE

This Ordinance shall take effect immediately upon its adoption and publication in accordance with and as provided by law and the City Charter.

DULY PASSED, APPROVED AND ADOPTED by the City Council of the City of Kaufman, this 24th day of February 2025.

JEFF JORDAN
MAYOR

ATTEST:

JESSIE HANKS
CITY SECRETARY

APPROVED AS TO FORM:

CYNTHIA KIRCHOFF
CITY ATTORNEY

EXHIBIT A
Amended Project and Financing Plan

Tax Increment Reinvestment Zone #4

City of Kaufman, Texas

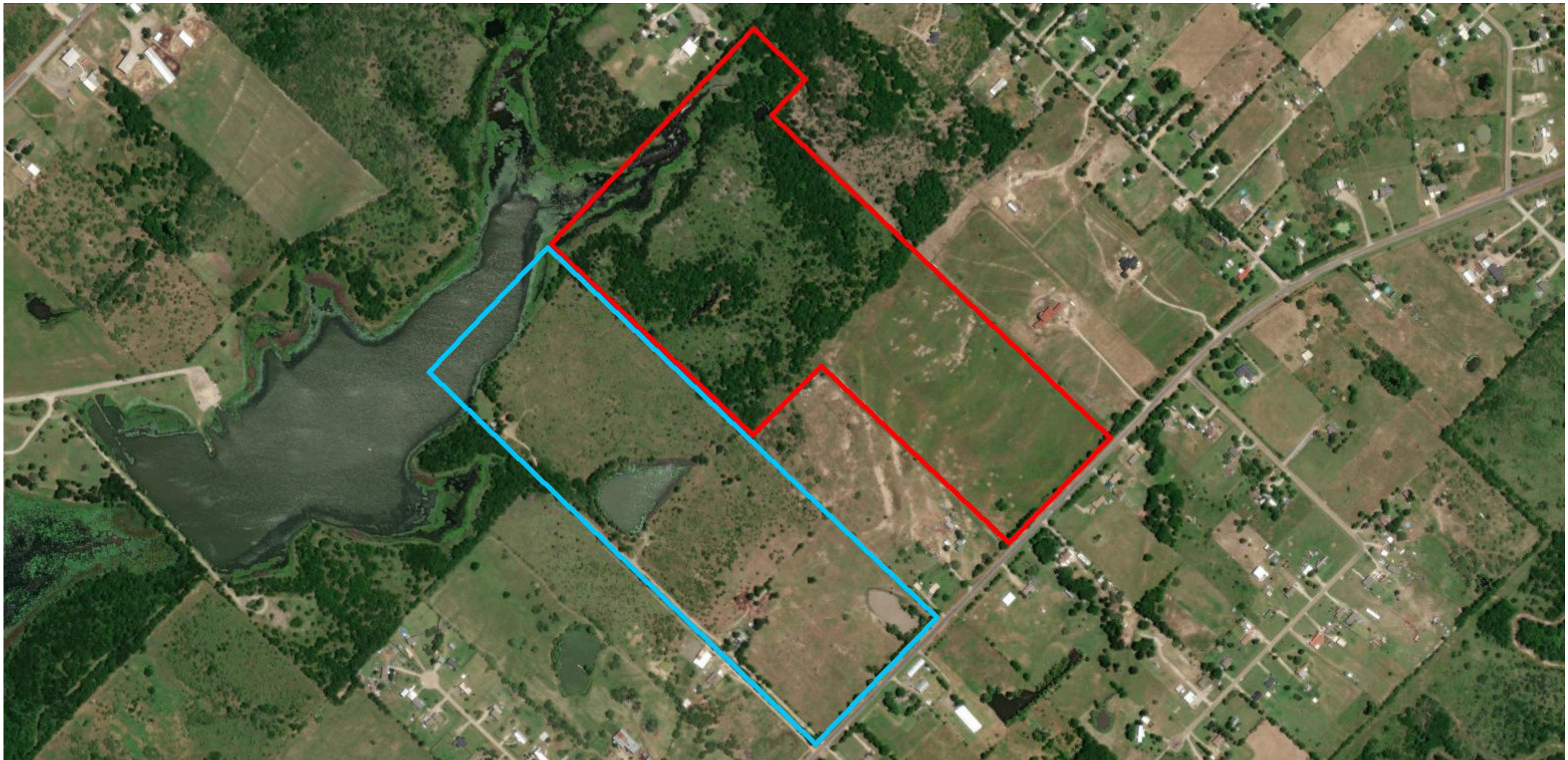


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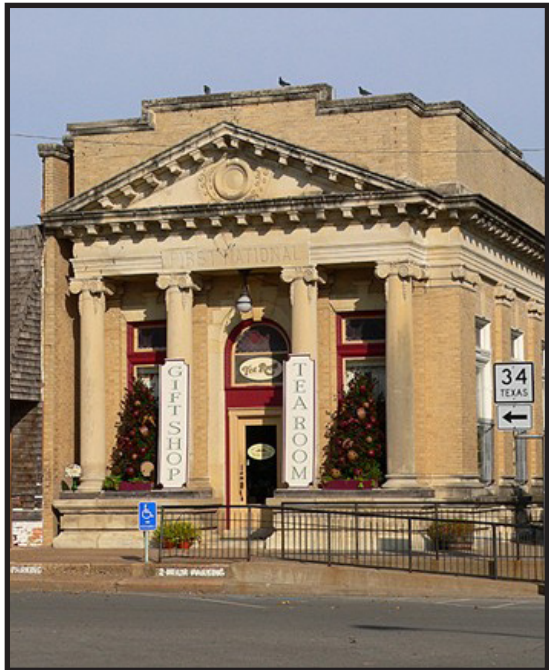
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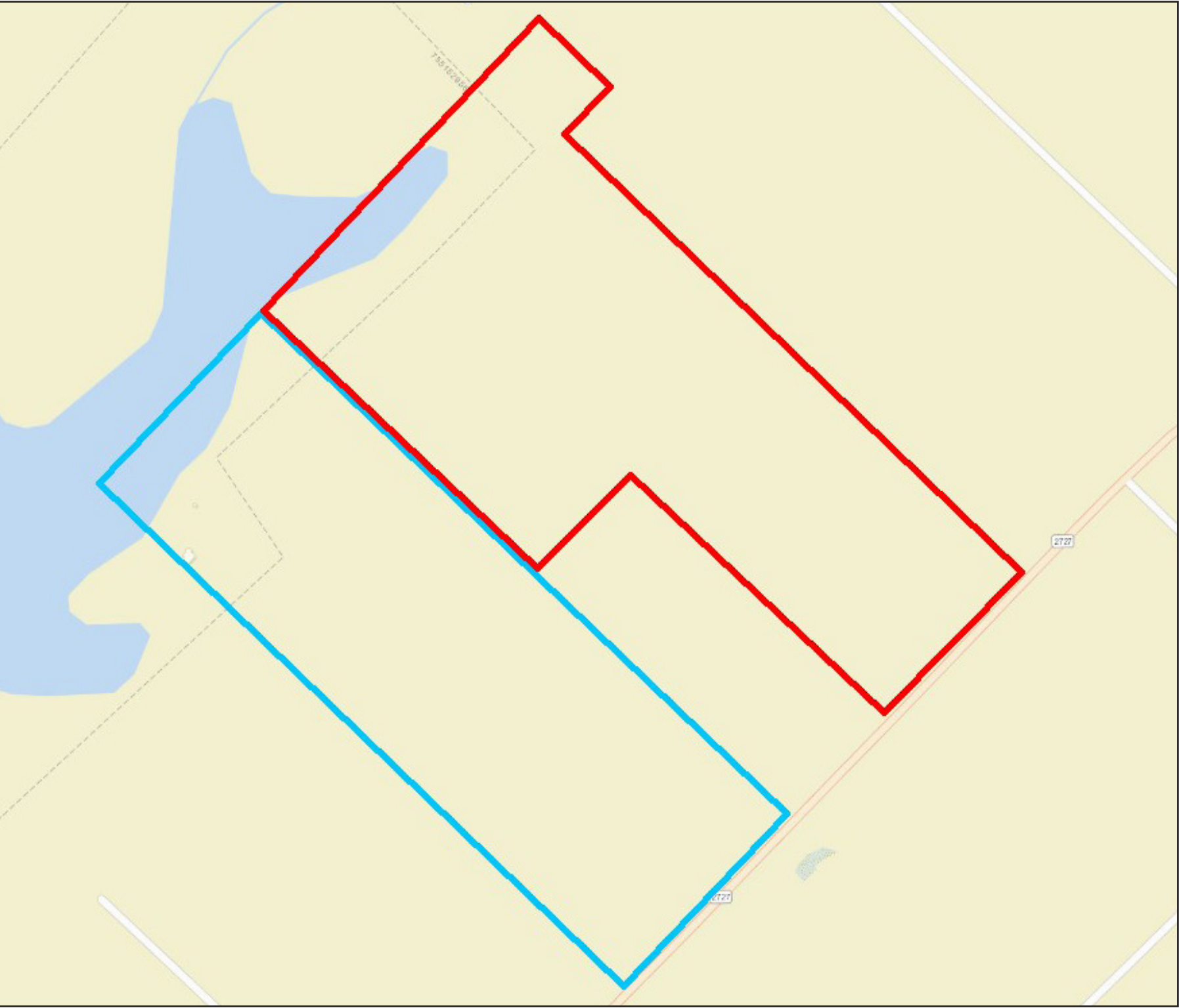
Our conclusions and recommendations are based on current market conditions and the expected performance of the national, and/or local economy and real estate market. Given that economic conditions can change and real estate markets are cyclical, it is critical to monitor the economy and real estate market continuously, and to revisit key project assumptions periodically to ensure that they are still justified.

The future is difficult to predict, particularly given that the economy and housing markets can be cyclical, as well as subject to changing consumer and market psychology. There will usually be differences between projected and actual results because events and circumstances frequently do not occur as expected, and the differences may be material.



Located 30 miles southeast of Dallas and only 30 minutes from downtown, Kaufman is a community that is surrounded by incredible growth. Kaufman maintains its small town heritage while meeting the challenges of new urbanism through flexible development standards. The City of Kaufman is committed to the promotion of these high quality development in all parts of the City of Kaufman; and to an ongoing improvement in the quality of life for its citizens





-  - TIRZ #4 - Original Boundary
-  - TIRZ #4A - Expanded Boundary

Tax Increment Reinvestment Zone #4, City of Kaufman

Tax Increment Financing (TIF) is a tool used to promote both new development and redevelopment within a specified geographic area. A city may designate a geographic area targeted for new development and redevelopment that would not occur but for the designation of the geographic area as a Tax Increment Reinvestment Zone (TIRZ).

On June 24, 2024, the City Council of the City of Kaufman, Texas (the “Council”), pursuant to Chapter 311 of the Texas Tax Code, approved Ordinance O-12-24 designating a contiguous geographic area within the City’s extraterritorial jurisdiction (the “Original Boundaries”) as Reinvestment Zone Number Four, City of Kaufman, Texas. On January 27, 2025 the Council approved ordinance O-01-25 expanding the boundaries to include a contiguous geographic area within the City’s s extraterritorial jurisdiction (the “Expanded Boundaries”, TIRZ #4A) .

The goal of Tax Increment Reinvestment Zone #4 (TIRZ #4) is to fund the construction of needed public infrastructure and to encourage private development that will yield additional tax revenue to all local taxing jurisdictions.

This amended project and financing plan outlines the funding of \$23,789,309 in public improvements related to water, sanitary sewer, and storm water facilites, as well as street and intersection improvements, open space and park facilities, utilities and street lighting, and economic development grants. The TIRZ can fund these improvements through ad valorem participation of eligible taxing jurisdictions, including the City of Kaufman. Without the implementation of the TIRZ, the specified property would continue to impair the sound growth of the municipality.

TIRZ Boundary

The original TIRZ #4 boundaries include 73.09 acres on the west side of FM 2727, approximately 1 mile north of SH 243 adjacent to City Lakes Park (Tract I). The expanded boundaries, TIRZ #4A, include 59.01 acres (Tract II), for a total of 132.10 acres with the TIRZ. The legal description for the zone is described in detail below

Legal Description - Tract I - 73.09 ACRES OF LAND LOCATED IN THE THOMAS BEEDY SURVEY, ABSTRACT NO. 21, KAUFMAN COUNTY

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;

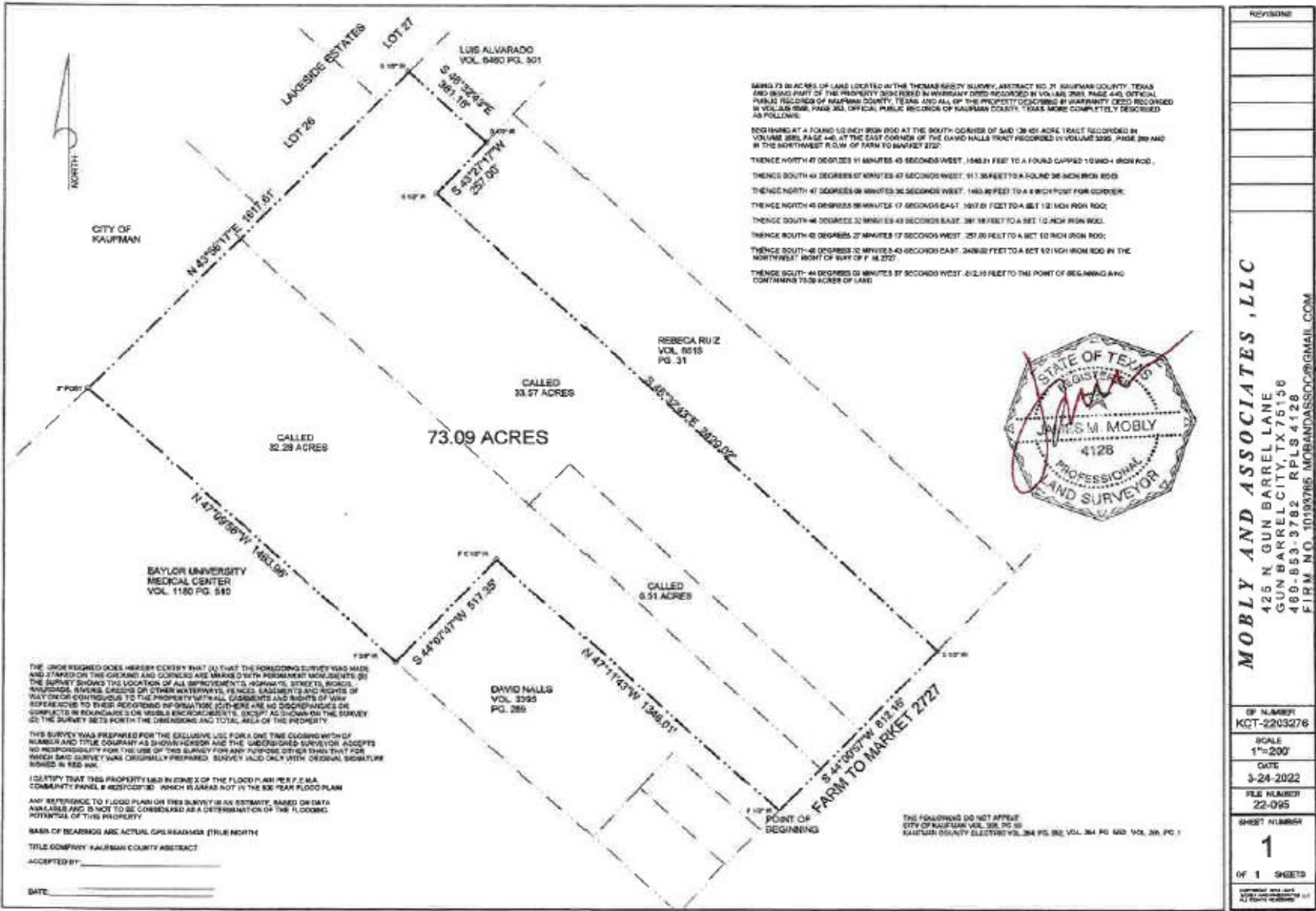
THENCE NORTH 43 DEGREES 56 MINUTES 17 SECONDS EAST, 1617.61 FEET TO A SET 1/2 INCH IRON ROD;

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.



Tract I - TIRZ #4 - Original Boundary

Legal Description - Tract II - 59.01 ACRES OF LAND

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:

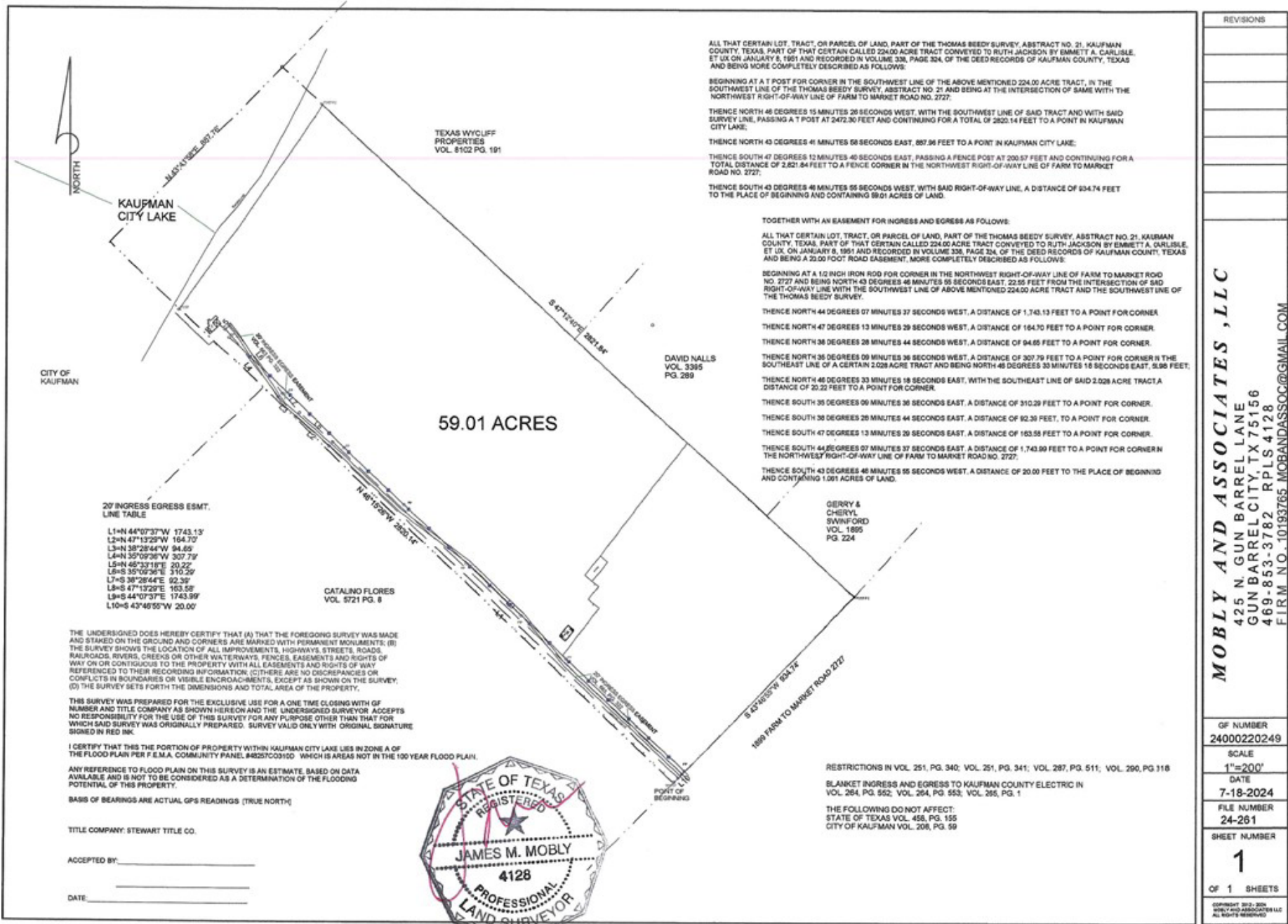
BEGINNING AT T POST FOR CORNER IN THE SOUTHWEST LINE OF THE ABOVE MENTIONED 224.00 ACRE TRACT, IN THE SOUTHWEST LINE OF THE THOMAS BEEDY SURVEY, ABSTRACT NO. 21 AND BEING AT THE INTERSECTION OF SAME WITH THE NORTHWEST RIGHT-OF-WAY LINE OFF ARM TO MARKET ROAD NO. 2727;

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:



Tract II - TIRZ #4A - Expanded Boundary

Legal Description - Tract II - 59.01 ACRES OF LAND (Continued)

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 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.

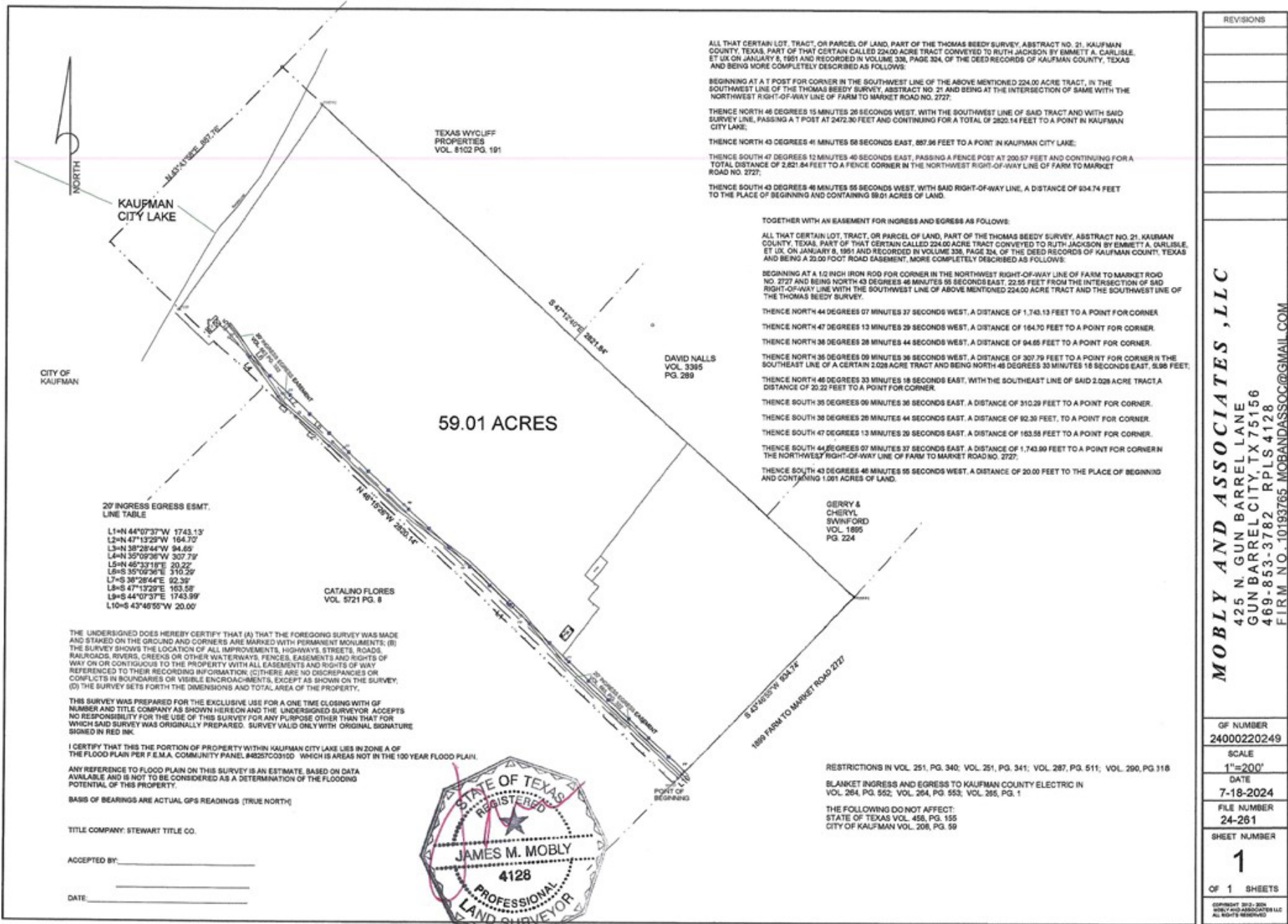
THENCE SOUTH 35 DEGREES 09 MINUTES 36 SECONDS EAST, A DISTANCE OF 310.29 FEET TO A POINT FOR CORNER.

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.



Tract II - TIRZ #4A - Expanded Boundary



-  - TIRZ #4 - Original Boundary
-  - TIRZ #4A - Expanded Boundary

Land Use

The land within the zone is vacant and is well positioned for development.

Method of Relocating Persons to be Displaced

It is not anticipated that any persons will be displaced or need to be relocated as result of implementation.

Zoning

The property is not zoned given that the property is in the City’s extraterritorial jurisdiction.

It is not anticipated there will be any changes to the City of Kaufman zoning ordinance, master plan, building codes, subdivision rules and regulations or other municipal ordinances as a result of the TIRZ.

Current Ownership Information

There are 3 parcels within the original boundaries of Tax Increment Reinvestment Zone #4. The 2024 base year taxable value of the property within the zone is \$0, given that the property was in the City’s extraterritorial jurisdiction as of January 1, 2024.

There are 3 parcels within the expanded boundaries of Tax Increment Reinvestment Zone #4. The 2025 base year taxable value of the property within the zone is \$0, given that the property was in the City’s extraterritorial jurisdiction as of January 1, 2025.

The base value will be certified by Kaufman Central Appraisal District at a later date. For further details of parcels included within the TIRZ see Appendix A.

Proposed Development

The TIRZ #4 boundaries contain a planned proposed single family development shown in the site plan below, projected to include 446 single family homes.



Proposed Development

Anticipated Development

The development within the boundaries is anticipated to be a single family development that will be constructed over the next several years and financed in part by incremental real property tax generated within the TIRZ.

The table below provides an overview of the potential development that DPED estimates will occur during the life of the TIRZ within the boundaries of the TIRZ.

	Initial Delivery Year	Units/SF	Taxable Value PSF/Unit		Incremental Value		
TIRZ 4							
SINGLE FAMILY - 50FT LOT	2027	206	\$	360,000	\$	74,160,000	*
SINGLE FAMILY - 60FT LOT	2027	240	\$	400,000	\$	96,000,000	*
		446	\$	381,525	\$	170,160,000	*

*2025 Taxable Values (No Inflation)

Project Costs of the Zone

There are a number of improvements within Tax Increment Reinvestment Zone #4 that will be financed by in part by incremental real property tax generated within the TIRZ.

Project Costs - TIRZ #4		
Water Facilities and Improvements	\$ 4,282,076	18.0%
Sanitary Sewer Facilities and Improvements	\$ 4,282,076	18.0%
Storm Water Facilities and Improvements	\$ 4,282,076	18.0%
Transit/Parking Improvements	\$ 1,189,465	5.0%
Street and Intersection Improvements	\$ 4,757,862	20.0%
Open Space, Park and Recreation Facilities and Improvements, Public Facilities and Improvements	\$ 2,378,931	10.0%
Economic Development Grants	\$ 2,378,931	10.0%
Administrative Costs	\$ 237,893	1.0%
Total	\$ 23,789,309	100.0%

The categories listed in the table above outline various public improvements, and are meant to include all projects eligible under Chapter 311, Section 311.002 of the Texas Tax Code. The costs illustrated in the table above are estimates and may be revised. Savings from one line item may be applied to a cost increase in another line item. The \$23,789,309 project cost total amount shall be considered a cap on expenditures that shall not be exceeded without an amendment to the project and financing plan.

Economic Development Grants may include grants, loans, and services for public and private development. Chapter 380 of the Local Government Code grants municipalities in Texas the authority to offer grants and loans of public funds to stimulate economic development. Section 311.010 (h) of the Texas Tax Code details the authority of Chapter 380 within a project and financing plan and limits the aggregate amount not to exceed the amount of tax increment produced by the municipality and paid into the tax increment fund for the zone for activities that benefit the zone and simulate business and commercial activity in the zone.

The project costs are anticipated to be incurred over the term of the TIRZ, subject to demand for development driven by market conditions. It is anticipated that the individual TIRZ project costs will be evaluated on a case-by-case basis consistent with Chapter 311, Section 311.002, and brought forward to the TIRZ Board and City Council for consideration

Chapter 311 of the Texas Tax Code

Sec. 311.002.

- (1) “Project costs” means the expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by the municipality or county designating a reinvestment zone that are listed in the project plan as costs of public works, public improvements, programs, or other projects benefiting the zone, plus other costs incidental to those expenditures and obligations. “Project costs” include:
- (A) capital costs, including the actual costs of the acquisition and construction of public works, public improvements, new buildings, structures, and fixtures; the actual costs of the acquisition, demolition, alteration, remodeling, repair, or reconstruction of existing buildings, structures, and fixtures; the actual costs of the remediation of conditions that contaminate public or private land or buildings; the actual costs of the preservation of the facade of a public or private building; the actual costs of the demolition of public or private buildings; and the actual costs of the acquisition of land and equipment and the clearing and grading of land;
 - (B) financing costs, including all interest paid to holders of evidences of indebtedness or other obligations issued to pay for project costs and any premium paid over the principal amount of the obligations because of the redemption of the obligations before maturity;
 - (C) real property assembly costs;
 - (D) professional service costs, including those incurred for architectural, planning, engineering, and legal advice and services;
 - (E) imputed administrative costs, including reasonable charges for the time spent by employees of the municipality or county in connection with the implementation of a project plan;
 - (F) relocation costs;
 - (G) organizational costs, including the costs of conducting environmental impact studies or other studies, the cost of publicizing the creation of the zone, and the cost of implementing the project plan for the zone;
 - (H) interest before and during construction and for one year after completion of construction, whether or not capitalized;
 - (I) the cost of operating the reinvestment zone and project facilities;
 - (J) the amount of any contributions made by the municipality or county from general revenue for the implementation of the project plan;
 - (K) the costs of school buildings, other educational buildings, other educational facilities, or other buildings owned by or on behalf of a school district, community college district, or other political subdivision of this state; and
 - (L) payments made at the discretion of the governing body of the municipality or county that the governing body finds necessary or convenient to the creation of the zone or to the implementation of the project plans for the zone.

Method of Financing

To fund the public improvements outlined on the previous page, the City Kaufman will contribute 40% of the maintenance and operations portion of real property increment within the original and expanded bounaries of the Zone.

Debt Service

It is not anticipated at this time that the TIRZ will incur any bonded indebtedness.

Economic Feasibility Study

A taxable value analysis was developed as part of the project and financing plan to determine the economic feasibility of the project. The study examined the expected tax revenue the TIRZ would receive based on the previously outlined development. A summary overview of the anticipated development and the anticipated taxable value per unit can be found on the following pages.

The following pages show the estimated captured appraised value of the zone during each year of its existence and the net benefits of the zone to each of the local taxing jurisdictions as well as the method of financing and debt service.

Utilizing the information outlined in this feasibility study, DPED has found that the TIRZ is economically feasible and will provide the City and other taxing jurisdictions with economic benefits that would not occur without its implementation.

Real Property Tax - 2024 Rates		Participation	
City of Kaufman (M&O)	0.5204742	40%	0.2081897
Kaufman County (M&O)	0.2795900	0%	0.0000000
Road and Bridge	0.0825000	0%	0.0000000
Trinity Valley CC	0.1136600	0%	0.0000000
KC ESD #1	0.0500000	0%	0.0000000
Kaufman ISD	1.2552000	0%	0.0000000
	2.30142420		0.20818968

Personal Property Tax		Participation	
City of Kaufman (M&O)	0.52047420	0%	0.0000000
Kaufman County (M&O)	0.27959000	0%	0.0000000
Road and Bridge	0.08250000	0%	0.0000000
Trinity Valley CC	0.11366000	0%	0.0000000
KC ESD #1	0.05000000	0%	0.0000000
Kaufman ISD	1.25520000	0%	0.0000000
	2.30142420		0.00000000

Sales Tax		Participation	
City of Kaufman Sales Tax	0.0100000	0.00%	0.0000000
City Property Tax Reduction	0.0050000	0.00%	0.0000000
Economic Development	0.0025000	0.00%	0.0000000
Street Maintenance	0.0025000	0.00%	0.0000000
	0.02000000		0.00000000

TIRZ #4 : INPUT & OUTPUT

► INPUT

INFLATION RATE	3.50%
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DISCOUNT RATE	6.00%
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REAL PROPERTY TAX		PARTICIPATION	
City of Kaufman (M&O)	0.52047420	40%	0.2081897
Kaufman County (M&O)	0.27959000	0%	0.0000000
Road and Bridge	0.08250000	0%	0.0000000
Trinity Valley CC	0.11366000	0%	0.0000000
KC ESD #1	0.05000000	0%	0.0000000
Kaufman ISD	1.25520000	0%	0.0000000
2.30142420			0.2081897

PERSONAL PROPERTY TAX		PARTICIPATION	
City of Kaufman (M&O)	0.52047420	0%	0.0000000
Kaufman County (M&O)	0.27959000	0%	0.0000000
Road and Bridge	0.08250000	0%	0.0000000
Trinity Valley CC	0.11366000	0%	0.0000000
KC ESD #1	0.05000000	0%	0.0000000
Kaufman ISD	1.25520000	0%	0.0000000
2.30142420			0.0000000

City of Kaufman Sales Tax	0.01000000	0%	0.0000000
City Property Tax Reduction	0.00500000	0%	0.0000000
Economic Development	0.00250000	0%	0.0000000
Street Maintenance	0.00250000	0%	0.0000000
0.02000000			0.0000000

TIRZ 4		Initial Delivery	AREA SF/UNITS	REAL PROPERTY		BPP		SALES	
				\$ / SF	TAX VALUE	\$ / SF	TAX VALUE	\$ / SF	TAX VALUE
	SINGLE FAMILY - 50FT LOT	2027	206	\$ 360,000	\$ 74,160,000	\$ -	\$ -	\$ -	\$ -
	SINGLE FAMILY - 60FT LOT	2027	240	\$ 400,000	\$ 96,000,000	\$ -	\$ -	\$ -	\$ -
TOTAL			446		170,160,000		-		-

► OUTPUT

TOTAL TAX REVENUE		TOTAL	REAL PROPERTY	PERSONAL	SALES	
City of Kaufman (M&O)	29.3%	\$ 86,786,148	=	\$ 86,786,148	+	\$ -
Kaufman County (M&O)	12.8%	\$ 38,006,848	=	\$ 38,006,848	+	\$ -
Road and Bridge	3.2%	\$ 9,427,067	=	\$ 9,427,067	+	\$ -
Trinity Valley CC	4.4%	\$ 12,987,641	=	\$ 12,987,641	+	\$ -
KC ESD #1	1.9%	\$ 5,713,374	=	\$ 5,713,374	+	\$ -
Kaufman ISD	48.4%	\$ 143,428,536	=	\$ 143,428,536	+	\$ -
100.0%		296,349,614		\$ 296,349,614	\$ -	\$ -
		100.0%		100.0%	0.0%	0.0%

TOTAL PARTICIPATION		TOTAL	REAL PROPERTY	PERSONAL	SALES	
City of Kaufman (M&O)	100.0%	\$ 23,789,309	=	\$ 23,789,309	+	\$ -
Kaufman County (M&O)	0.0%	\$ -	=	\$ -	+	\$ -
Road and Bridge	0.0%	\$ -	=	\$ -	+	\$ -
Trinity Valley CC	0.0%	\$ -	=	\$ -	+	\$ -
KC ESD #1	0.0%	\$ -	=	\$ -	+	\$ -
Kaufman ISD	0.0%	\$ -	=	\$ -	+	\$ -
100.0%		23,789,309		\$ 23,789,309	\$ -	\$ -
		100.0%		100.0%	0.0%	0.0%

NET BENEFIT		TOTAL	REAL PROPERTY	PERSONAL	SALES	
City of Kaufman (M&O)	23.1%	\$ 62,996,839	=	\$ 62,996,839	+	\$ -
Kaufman County (M&O)	13.9%	\$ 38,006,848	=	\$ 38,006,848	+	\$ -
Road and Bridge	3.5%	\$ 9,427,067	=	\$ 9,427,067	+	\$ -
Trinity Valley CC	4.8%	\$ 12,987,641	=	\$ 12,987,641	+	\$ -
KC ESD #1	2.1%	\$ 5,713,374	=	\$ 5,713,374	+	\$ -
Kaufman ISD	52.6%	\$ 143,428,536	=	\$ 143,428,536	+	\$ -
100.0%		272,560,305		\$ 272,560,305	\$ -	\$ -
		100.0%		100.0%	0.0%	0.0%

Financial Feasibility Analysis - Development Worksheet

TAX REVENUE PROJECTIONS & COST-BENEFIT ANALYSIS

Calendar Year		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	
TOTAL TAX LOT		2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	
SINGLE FAMILY - 50FT LOT	Cumulative Units	-	-	-	-	50	100	150	200	206	206	206	206	206	206	206	206	206	206	206	206	206	206	206	206	206	206	206	206	206	206	206	206	206	206	206	206	206	206
	Taxable Value Per Unit	360,000	372,600	385,641	399,138	413,108	427,567	442,532	458,021	474,051	490,643	507,816	525,589	543,985	563,024	582,730	603,126	624,235	646,083	668,696	692,100	716,324	741,395	767,344	794,201	821,998	850,768	880,545	911,364	943,262	976,276	1,010,446	1,045,811	1,082,415	1,120,299	1,159,510	1,200,093	1,242,096	
SINGLE FAMILY - 60FT LOT	Taxable Value	-	-	-	-	20,655,414	42,756,707	66,378,788	91,604,107	97,564,558	101,072,468	104,610,004	108,271,354	112,060,852	115,982,881	120,042,386	124,243,869	128,592,495	133,093,139	137,751,399	142,572,698	147,562,742	152,727,438	158,072,898	163,605,450	169,331,641	175,258,248	181,392,287	187,741,017	194,311,952	201,112,871	208,151,821	215,437,135	222,977,435	230,781,645	238,859,002	247,219,067	255,871,738	
	Cumulative Units	-	-	-	-	50	100	150	200	240	240	240	240	240	240	240	240	240	240	240	240	240	240	240	240	240	240	240	240	240	240	240	240	240	240	240	240	240	240
	Taxable Value Per Unit	400,000	414,000	428,490	443,487	459,009	475,075	491,702	508,912	526,724	545,159	564,240	583,988	604,427	625,582	647,478	670,140	693,594	717,870	742,996	769,001	795,916	823,773	852,605	882,446	913,331	945,298	978,933	1,012,627	1,048,069	1,084,751	1,122,717	1,162,013	1,202,683	1,244,777	1,288,344	1,333,436	1,380,106	
Cumulative Units REAL PROPERTY	Taxable Value	-	-	-	-	100	200	300	400	446																													
	Taxable Value	-	-	-	-	43,605,874	90,264,159	140,135,107	193,386,448	224,068,226	231,910,614	240,027,485	248,428,447	257,123,443	266,122,763	275,437,060	285,077,357	295,055,065	305,381,992	316,070,362	327,132,824	338,582,473	350,432,860	362,698,010	375,392,440	388,531,175	402,129,767	416,204,308	430,771,459	445,848,460	461,453,156	477,604,017	494,320,157	511,621,363	529,528,111	548,061,594	567,243,750	587,097,282	
City of Kaufman Kaufman County Road and Bridge Trinity Valley CC KC ESD #1 Kaufman ISD Total		-	-	-	-	331,187	685,556	1,064,326	1,468,770	1,701,798	1,761,361	1,823,009	1,886,814	1,952,853	2,021,202	2,091,944	2,165,163	2,240,943	2,319,376	2,400,554	2,484,574	2,571,534	2,661,538	2,754,691	2,851,106	2,950,894	3,054,176	3,161,072	3,271,709	3,386,219	3,504,737	3,627,403	3,754,362	3,885,764	4,021,766	4,162,528	4,308,216	4,459,004	
		-	-	-	-	145,039	300,230	466,108	643,228	745,280	771,365	798,363	826,305	855,226	885,159	916,139	948,204	981,392	1,015,740	1,051,291	1,088,086	1,126,169	1,165,585	1,206,381	1,248,604	1,292,305	1,337,536	1,384,530	1,432,802	1,482,950	1,534,853	1,588,573	1,644,173	1,701,719	1,761,279	1,822,924	1,886,726	1,952,762	
		-	-	-	-	35,975	74,468	115,611	159,544	184,856	191,326	198,023	204,953	212,127	219,551	227,236	235,189	243,420	251,940	260,758	269,885	279,331	289,107	299,226	309,699	320,538	331,757	343,369	355,386	367,825	380,699	394,023	407,814	422,088	436,861	452,151	467,976	484,355	
		-	-	-	-	49,562	102,594	159,278	219,803	254,676	263,590	272,815	282,364	292,247	292,475	302,678	313,062	324,019	335,420	347,097	359,246	371,819	384,833	398,302	412,243	426,671	441,605	457,061	473,058	489,615	506,751	524,488	542,845	561,844	581,509	601,862	622,927	644,729	667,295
		-	-	-	-	21,803	45,132	70,068	96,693	112,034	115,955	120,014	124,214	128,562	133,061	137,719	142,539	147,528	152,691	158,035	163,566	169,291	175,216	181,349	187,696	194,266	201,065	208,102	215,386	222,924	230,727	238,802	247,160	255,811	264,764	274,031	283,622	293,549	
		-	-	-	-	547,341	1,132,996	1,758,976	2,427,387	2,812,504	2,910,942	3,012,825	3,118,274	3,227,413	3,340,373	3,457,286	3,576,291	3,703,531	3,833,155	3,967,315	4,106,171	4,249,887	4,398,633	4,552,585	4,711,926	4,876,945	5,047,533	5,224,196	5,407,043	5,596,290	5,792,160	5,994,886	6,204,707	6,421,871	6,646,637	6,879,269	7,120,044	7,369,245	
		-	-	-	-	1,130,907	2,340,977	3,634,366	5,015,425	5,811,149	6,014,539	6,225,048	6,442,925	6,668,427	6,901,822	7,143,386	7,393,404	7,652,173	7,920,000	8,197,199	8,484,101	8,781,045	9,088,382	9,406,475	9,735,702	10,076,451	10,429,127	10,794,146	11,171,941	11,562,959	11,967,663	12,386,531	12,820,060	13,268,762	13,733,169	14,213,829	14,711,314	15,226,209	
PERSONAL PROPERTY	Taxable Value	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
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SALES TAX	Taxable Value	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
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SUMMARY	Taxable Value	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
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Financial Feasibility Analysis - Proposed TIRZ Revenue

ESTIMATE OF GENERAL IMPACT OF PROPOSED ZONE PROPERTY VALUES AND TAX REVENUES

[illegible]

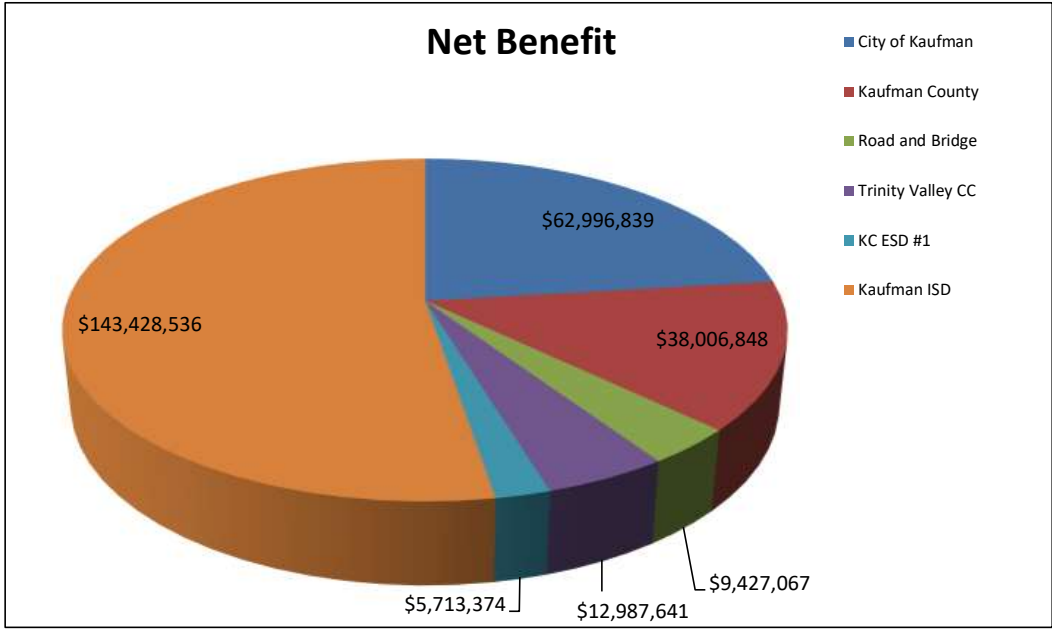
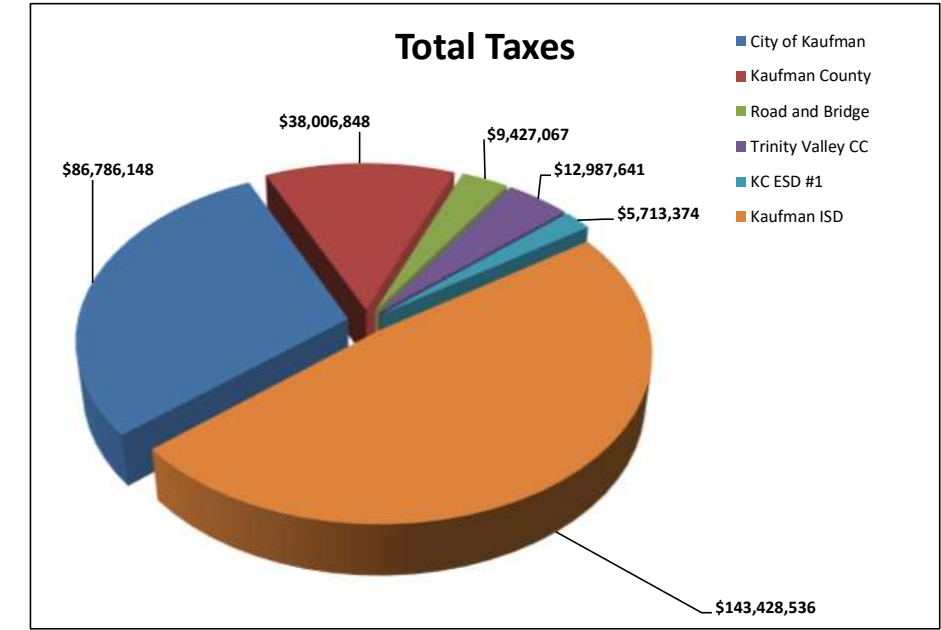
Financial Feasibility Analysis - 100% of Revenue Generated

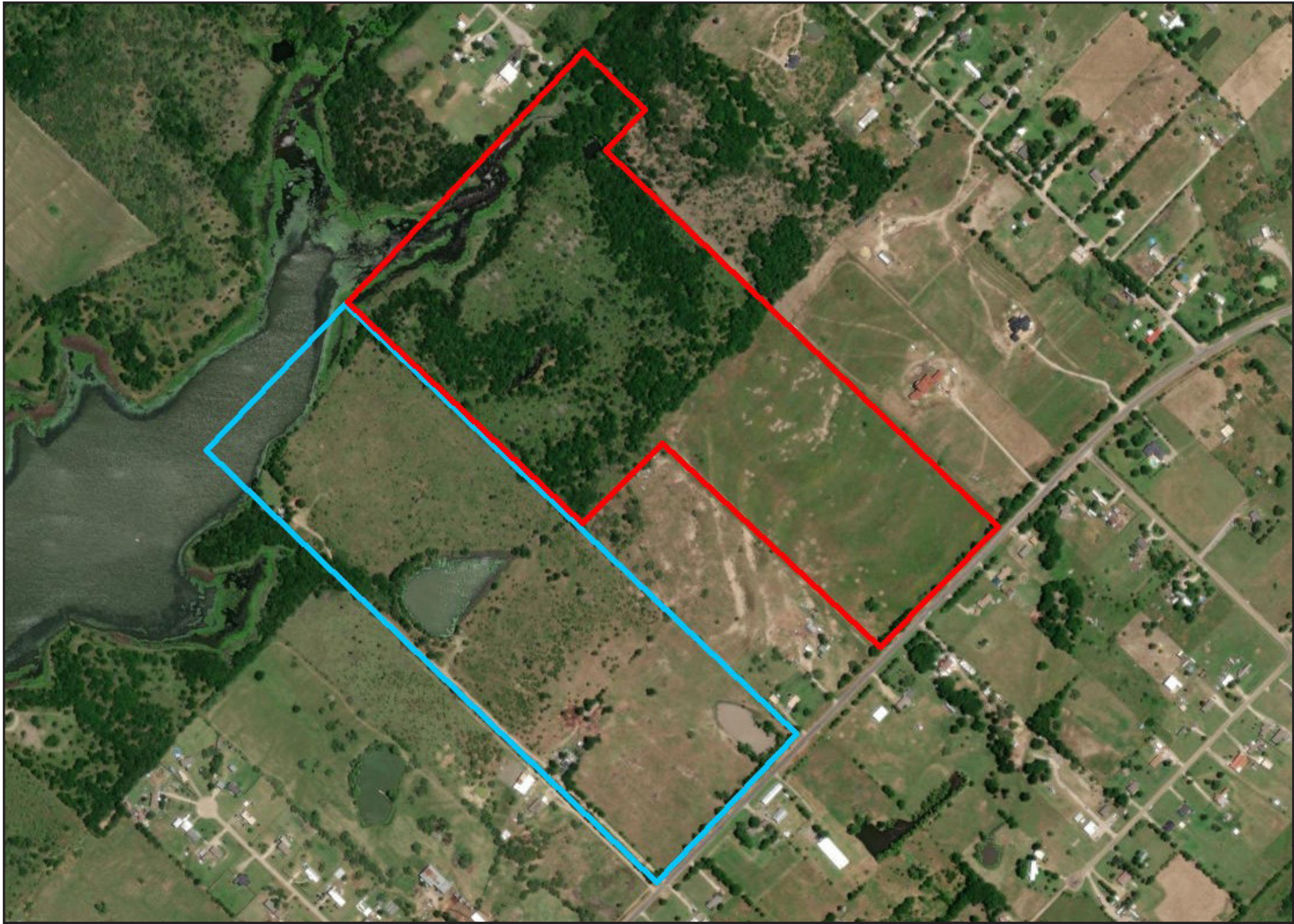
ESTIMATE OF GENERAL IMPACT OF PROPOSED ZONE PROPERTY VALUES AND TAX REVENUES

[illegible]

Revenue Summary

Taxing Jurisdictions	Total Taxes Generated	TIRZ Revenue	Net Benefit
City of Kaufman	\$86,786,148	\$23,789,309	\$62,996,839
Kaufman County	\$38,006,848	\$0	\$38,006,848
Road and Bridge	\$9,427,067	\$0	\$9,427,067
Trinity Valley CC	\$12,987,641	\$0	\$12,987,641
KC ESD #1	\$5,713,374	\$0	\$5,713,374
Kaufman ISD	\$143,428,536	\$0	\$143,428,536
Total	\$296,349,614	\$23,789,309	\$272,560,305





-  - TIRZ #4 - Original Boundary
-  - TIRZ #4A - Expanded Boundary

Projects Cost Estimates:

All project costs listed in the project plan shall be considered estimates and shall not be considered a cap on expenditures.

Length of TIRZ #4 in Years:

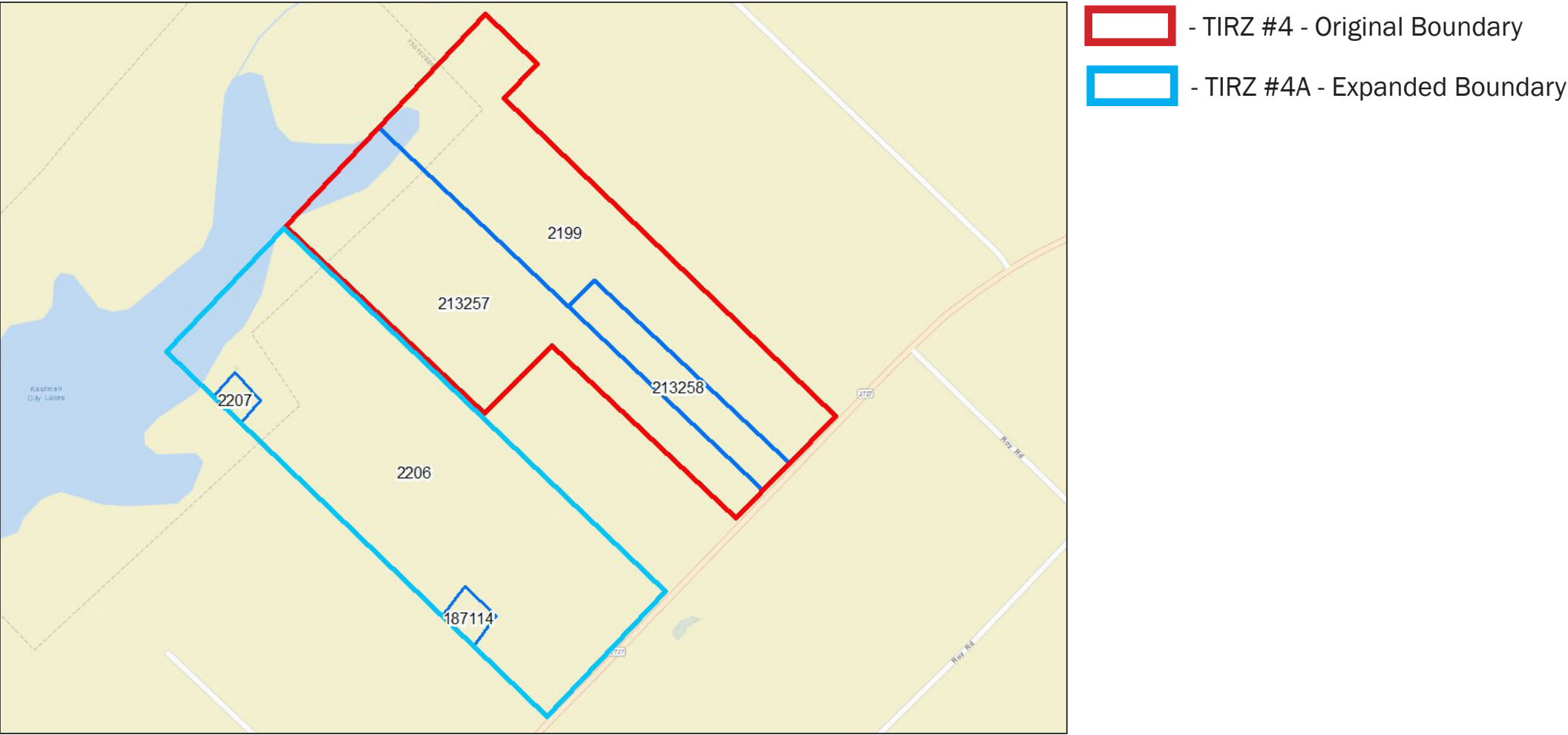
The TIRZ has a 36 year term and is scheduled to end on December 31, 2060 (with the final year’s tax increment to be collected by September 1, 2061).

Powers and Duties of Board of Directors:

The Board shall have all powers granted to it by Chapter 311 of the Texas Tax Code, including powers of a municipality under Chapter 380, Local Government Code. The Board shall not be authorized to:

- issue bonds;
- impose taxes or fees;
- exercise the power of eminent domain; or
- give final approval to the Zone’s project and financing plan.

Property ID	TIRZ	Ownership	Legal Description
213257	4	TEJAS WYCLIFF PROPERTIES LLC	T BEEDY, TRACT 134.11; 32.28 ACRES
213258	4	TEJAS WYCLIFF PROPERTIES LLC	T BEEDY, TRACT 134.12; 6.51 ACRES
2199	4	TEJAS WYCLIFF PROPERTIES LLC	T BEEDY, TRACT 134.00; 34.3 ACRES
Property ID	TIRZ	Ownership	Legal Description
2207	4A	BAYLOR UNIVERSITY MEDICAL CNTR	T BEEDY, 1.0 ACRES, & HOUSE
2206	4A	BAYLOR UNIVERSITY MEDICAL CNTR	T BEEDY, 57.19 ACRES, & BARN
187114	4A	BAYLOR UNIVERSITY MEDICAL CNTR	T BEEDY, TRACT 135.02; 1. ACRES, & HOUSE





Meeting
Date: 2/24/2025

Date: 01/08/2025

Item #: 12.

Dept.: Administration

Action Item

SUBJECT:

Consider and take appropriate action on Risinger Ranch Development Agreement between Risinger Ranch, LLC and the City of Kaufman, Texas, for a development of the approximate 128.394 acre tract of land (Property ID 2236) situated in the in the Thomas Breedy Survey, Abstract Number 21, situated in the City's Extra Territorial Jurisdiction (ETJ), Kaufman County, Texas, generally located south of the intersection of S.H. 243 and C.R. 2727; and authorizing the Mayor or designee to execute necessary documents.

BACKGROUND:

The developer, Risinger Ranch, LLC, is pursuing a Development Agreement with the City for the proposed development known as Risinger Ranch, which will include 550 single-family residential lots on 128 acres off Highway 243 in the City's ETJ. The Agreement details the acknowledgment that the property will be voluntarily annexed. The Agreement also includes the establishment of a Public Improvement District (PID) and a Tax Increment Reinvestment Zone (TIRZ) to help facilitate the necessary infrastructure improvements associated with the development.

The developer intends to rezone the property consistent with the Concept Plan and Development Standards that are included in the Agreement. The Development Standards provide for a minimum lot size of 4,600 square feet. The minimum lot width is 40 feet. The development standards provide for a minimum home size of 1,600 square feet, as well as requirements for a minimum percentage of front porches, a minimum percentage of masonry materials (to also include cementitious fiber), articulation and decorative elements, anti-monotony provisions, and other enhancements. The developer will provide for the construction of hike-and-bike trails at locations identified on the Concept Plan and as further determined during the time of zoning and/or preliminary civil plan review in compliance with applicable City regulations. All open space lots will be maintained by an HOA. Perimeter and entryway landscaping and screening will also be provided. The developer intends to make the amenities open to the public, and in turn, receive credits towards park fees.

Author:
Rachel Balthrop Mendoza, Assistant City
Manager

Reviewed:
Mike Holder, City Manager

Cost:

Funds Available:

Source:

Recommendation: Staff recommends approval of the Risinger Ranch Development Agreement.

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

RISINGER RANCH DEVELOPMENT AGREEMENT

This, Risinger Ranch Development Agreement (this “Agreement”) is entered into by and between Risinger Ranch, LLC, a Texas limited liability company (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, the Developer and the City are sometimes individually referred to as a “Party” and collectively as the “Parties”

WHEREAS, the Developer is the owner of approximately 128.394 acres of real property described by metes and bounds on **Exhibit A** and depicted on **Exhibit B** (the “Property”); and

WHEREAS, the Property is located wholly within the extraterritorial jurisdiction (“ETJ”) 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; and

WHEREAS, the Parties intend for this Agreement to establish certain restrictions and to 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 a concept plan attached hereto as **Exhibit C** (the “Concept Plan”) the development standards set forth in those certain proposed development standards attached hereto as **Exhibit D** (the “Development Standards”), and the terms and conditions of this Agreement; 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 for use and maintenance, subject to approval of the plans and inspection of the Authorized Improvements in accordance with this Agreement and the City 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 \$45,000,000.00, 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 serving the Property using the proceeds of Bonds issued by the City; or (ii) obtain reimbursement for the specified portion of the costs of the Authorized Improvements serving the Property, 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 serving the Property 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: (i) the City Council shall have approved and adopted the PID Ordinance, the SAP, and an Assessment Ordinance (collectively, the “PID Documents”); (ii) the Developer will create the Home Buyer Disclosure Program in the form as attached in **Exhibit F**, and provide a copy of the program to the City Manager; (iii) all owners of the Property shall have executed a Landowner Agreement; and (iv) the Developer shall have delivered a fully executed copy of Landowner Agreement(s) to the City Manager; 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, to the extent funds must be advanced to pay for any costs associated with the creation of the PID Documents and creation of a Tax Increment Reinvestment Zone encompassing the Property, (“TIRZ”), 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, College Mound Special Utility District (“College Mound”) has 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 College Mound transfer its right to provide retail water service to its portion of the Property to the City; and

WHEREAS, the City shall make all reasonable efforts to assist in the transfer of College Mound’s CCN for retail water service to the City, and

WHEREAS, it is the intent of the Parties that the City serve the Property with retail water services, and retail sewer service; 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 Developer will install the trail and common area improvements as depicted in **Exhibit C**; 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, and related amenities as depicted on **Exhibit C**. The Parties intend that the development of park, recreation, playground equipment, pocket park, and a hike and bike trail shall provide a credit against the fees and other city required costs, and open space fees or dedications of land in lieu of such fees currently in place shall be credited to reduce or eliminate those amounts that may otherwise be due; 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 create a TIRZ encompassing the Property; and

WHEREAS, the City shall create a TIRZ Fund; and

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

WHEREAS, the City shall participate in the TIRZ at a rate of up to 45% of the maintenance and operations portion of property taxes levied and collected on the Property until an amount not to exceed \$3,500,000.00, plus interest, is collected and used to pay down the PID Assessments on the Property; and

NOW, THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement, the Developer's intent to annex the Property into the City limits and the City's intent to create and utilize the PID and create the TIRZ to reimburse the Developer for the costs of Authorized Improvements, 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 Authorized 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, 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**.

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 Risinger Ranch Public Improvement District.

Developer means Risinger Ranch, LLC, a Texas limited liability company, and its 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 City or on behalf of the City, the PID 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.

Garden Home area means that area shaded in Exhibit C as the Garden Home Area.

HOA means a 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.

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.

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

Off-Site Water and Sewer Utilities. The water and sewer public infrastructure that will be located off the Property, and will serve both the Property and possibly adjacent property as well.

Phase One of the Development means the approximately first 240 lots to be developed.

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 Risinger Ranch Public Improvement District on this Property.

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 means those Authorized Improvements which are sewer, drainage, roadway, water, and other public 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.

Road Improvements means roadway and related drainage facilities needed to serve the Property and to be constructed by the Developer.

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.

TIRZ means a Tax Increment Reinvestment Zone created by the City pursuant to the TIRZ Act for the Property.

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 when the TIRZ is created, in order to receive the TIRZ funds in accordance with this Agreement, state law and the TIRZ documents, and the Property TIRZ account.

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 the TIRZ.

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. The Developer shall submit a petition to create a PID encompassing the Property in accordance with the terms of this Agreement to fund the Public Infrastructure that will confer a special benefit upon the Property. As soon as reasonably practicable following the submission of the petition, the City shall schedule a public hearing to consider the creation of a PID 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, provided the City's financial advisor confirms the bonds meet the below requirements and are marketable to third party institutional investors, the City agrees to issue PID Bonds, subject to City Council approval.

3.2 Levy of Assessments. The Public Infrastructure to be funded by the PID will be described in the PID Service and Assessment Plan (SAP), which Public Infrastructure is described in this Agreement and confers a special benefit on the Property (“PID Projects”). The Developer shall determine the cost of the PID Project (the “PID Project Costs”) and request the levy of assessments at its discretion and then the City and the Administrator shall prepare a SAP for the PID 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 PID reimbursement agreement with the Developer that provides for the Developer’s construction of certain PID Projects and the City’s reimbursement to the Developer of certain PID Project Costs. 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. 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 the amount in the PID petition, which amount shall not exceed \$45,000,000.00. 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 \$3.09 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, shall reflect the locations, rights-of-way and easements for the Authorized Improvements to be located on the platted Property. 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 in accordance with City Regulations and have them submitted to the City for approval in accordance therewith. Construction and/or engineering plans may be submitted to the City without a landscape plan and/or a hardscape plan and the City agrees not to require the submittal of a landscape plan and/or a hardscape plan in conjunction with the submittal of construction or engineering plans. Developer shall submit landscape and/or hardscape plans to City for review and approval prior to final plat approval.

(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 or CFA, 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. 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 City 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 shall be owned by the City upon acceptance by the City of the Authorized Improvements 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.

4.3 Operation and Maintenance.

(a) Upon inspection, approval, and acceptance of all of the sewer and water Authorized Improvements, the City shall maintain and operate the accepted sewer and water

infrastructure and provide sewer and water service to the Property served by the accepted sewer and water infrastructure.

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

(c) 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 **RESERVED**

ARTICLE VI **PID BONDS**

6.1 City Bond Issuance.

(a) The City will use its reasonable efforts to issue Bonds, in one or more series, solely for the purposes of financing the costs of the Authorized Improvements serving the Property 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 \$45,000,000.00. 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 \$45,000,000.00. 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. If the City fails or refuses to issue Bonds within six (6) months of receiving a written request from the Developer, then the City consents to a third-party issuance of Bonds for any phase of development.

(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. 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.

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 ten (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

ARTICLE VII

INSPECTION AND PERMITTING

8.1 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, necessary to support the proposed development within the Property, including water, sanitary sewer, drainage, streets, park facilities, electrical, and streetlights and signs. The Developer shall be required to execute the City's standard Facilities/Subdivider's Agreement, provide insurance and bonds and pay all applicable fees, including without limitation the City's Public Infrastructure

inspection fees. 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.

8.2 If the City finds that Authorized Improvements have been completed in accordance with the final plats and specifications approved by the City, as applicable (or any modifications thereof approved by the City, as applicable), and in accordance with all other applicable laws and City Regulations, as applicable, the City, as applicable shall accept the same whereupon ownership of such improvements shall be transferred to the City, as applicable, and be operated and maintained by the City, 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 SERVING THE PROPERTY

8.1 Improvement Account of the Project Fund. On the date of issuance of any PID Bonds, the City shall cause to be established an account where the monies obtained from the issuance of PID 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 serving the Property, the City may confirm that the cost for construction of such Authorized Improvements is generally consistent with the estimated cost provided on **Exhibit E**. If the total cost of the Authorized Improvements serving the Property 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 serving the Property, except as provided for in Section 8.3 below.

8.3 Cost Underrun. Upon the final acceptance by the City, as applicable, of an Authorized Improvement serving the Property (or each segment or a portion thereof) and payment of all outstanding invoices by the Developer for such Authorized Improvement serving the Property (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 serving the Property.

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 serving the Property and the payment of all Authorized Improvement Costs serving the Property 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 REGULATIONS**

9.1 Full Compliance with City Standards.

(a) Development of the Property shall be subject to the City’s Regulations.

(b) The Parties agree the Concept Plan was created by the Developer for illustrating the boundary, lot mix, and general layout of the Development. 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. 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.

9.2 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.

9.3 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, which should generally be consistent with the approved Concept Plan (Exhibit C) and Development Standards (Exhibit D) attached hereto.
- (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.

9.4 Trail System. The Developer shall install a trail system in accordance with **Exhibit C**. Hike and Bike Trail. The Hike and Bike Trail, on the perimeter of the subdivision, shall include benches, dog stations, and trash cans, and related amenities in accordance with **Exhibit C**. The City shall maintain the Hike and Bike Trail and all infrastructure of the Hike and Bike Trail upon Developer’s completion and final acceptance by City.

9.5 Community Amenities. The Developer shall construct Community Amenities for the Development in phases. The First Phase shall include certain amenities specifically the open space with either a pool, or a splash pad, restrooms, a shade area, a dog park, and other related items, which shall be maintained by the HOA and be private. Construction of any remaining amenities shall be completed during the development of the phase in which the amenity is included in. Construction of the First Phase of the Community Amenities shall be completed prior to the issuance of the 100th building permit within the Development.

9.6 Neighborhood Open Space. The Developer agrees to locate and the HOA shall maintain park land/open space (the “Neighborhood Open Space”) for the City or 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 provided at Developer’s discretion. 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.

9.7. Phased Sewer Capacity and Development.

(a) First Phase. The first phase of development of the Property may connect to the City's sewer system through the adjacent property to the west (including any City right of way) (Highland Meadows).

(b) Future Phases. Future phases of development of the Property may connect to the City's sewer system through the southern portion of the Property adjacent to the Property, including utilizing the right of way along the Future Thoroughfare.

(c) Future Thoroughfares. The Future Thoroughfares are as shown on the Concept Plan. The City shall notify the Developer upon the beginning of construction of the Future Type C Thoroughfare. The City will coordinate the utilization of the Future Type C Thoroughfare for the use of the right of way for water and sewer service to the Property and adjacent properties as appropriate, and will coordinate the utilization of the Future Type C Thoroughfare and its right of way with the adjoining landowners of the Future Type C Thoroughfare.

The thoroughfare marked on the Concept Plan as Future Type B Thoroughfare (a PID eligible project) will be constructed by the Developer from State Highway 243 until the edge of the Property as shown on the Concept Plan.

9.8 Tree Preservation. In lieu of the City's tree mitigation and preservation requirements, the 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 an exhibit to this Agreement and incorporated herein. In addition, the Developer shall plant a combination of ornamental trees, grasses, and shrubs in accordance with the attached Development Standards. The entryways shall also include canopy trees. The distribution of landscaping along the perimeter thoroughfares, at entryways, and in the open space lots will be determined during the preliminary platting process.

9.9 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.

9.10 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.

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 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. The Developer shall receive a credit for all public and private amenities, and these items, shall be calculated and credited to the Developer when facilities agreements are executed for development of the Property, which credit shall go towards its payment of park maintenance fees and park dedication requirements. The Developer shall pay any difference in the amounts due at final plat.

10.3 Impact Fees. All Impact Fees for each lot will be due and payable at the time the building permit is issued for each lot.

10.4 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 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, for water, 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"). Water and 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.

10.5 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 AUTHORIZED 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 AUTHORIZED IMPROVEMENTS; (IV) ANY CLAIMS OF PERSONS EMPLOYED BY THE DEVELOPER OR ITS AGENTS TO CONSTRUCT THE AUTHORIZED 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 AUTHORIZED IMPROVEMENTS OR ANY AGREEMENT OR RESPONSIBILITY REGARDING THE AUTHORIZED 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 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 ANY INDEMNIFIED PARTY. 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 **TAX INCREMENT REINVESTMENT ZONE**

11.1 Tax Increment Reinvestment Zone. The City agrees to commence the creation of a TIRZ. In accordance with the terms of this Section, the City agrees to complete creation of the TIRZ 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. The Developer acknowledges that inclusion of Property within a TIRZ is subject to statutory requirements and the discretionary legislative actions of the City and the Board of Directors for the TIRZ. After the creation of the TIRZ, the City agrees to approve the TIRZ Documents in a form and substance to comply with the terms of this Agreement. The Developer shall be liable for all costs of the TIRZ creation and shall promptly reimburse the City for all the City's expenses related to the creation of the TIRZ.

11.2 Increment. The City agrees to collect up to forty-five percent (45%) 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.

11.3 Collection Maximum. The City agrees to collect up to an amount not to exceed three and a half million dollars (\$3,500,000.00) plus interest, less collection and administrative expenses from the Property, which shall be dedicated for payment consistent with the TIRZ Documents and this Agreement, for a period of thirty-six (36) years from the date of the 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 TIRZ Fund.

11.4 TIRZ Priority. In accordance with the TIRZ Documents, after payment of Administrative Expenses related to the TIRZ, the moneys in the TIRZ Property 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.

11.5 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. Within one year of the Effective Date of this Agreement, the Developer agrees to submit a voluntary annexation petition for the Property requesting the Property to be annexed by the City; provided however, the City shall not annex the Property prior to the approval of the first series of Bonds. **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 contemporaneously 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 and Water Facilities. If the City accepts the Sewer and Water Facilities, the City shall operate the Sewer and Water Facilities serving the Property and use the Sewer and Water 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 and Water Facilities or cause the Sewer and Water 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 and Water 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 and Water Facilities as necessary to meet future needs or updated standards, as solely determined by the City.

A lift station will be constructed by Developer, of the size and location as agreed upon by the Parties, to serve the Property (the “Lift Station”). The Lift Station will include landscaping and perimeter fencing. Upon completion of the construction of the Lift Station, Developer will provide it to the City. The City shall then own, operate, and maintain the Lift Station, and the cost to acquire and construct the Lift Station shall be a PID eligible expense.

13.3 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.

13.4 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 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 party responsible for maintenance of the completed Authorized Improvements. 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). 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. The size of the Authorized Improvements shall be sized as finally determined by the Developer's engineer and confirmed by the City's engineer.

13.5 Inspections, Acceptance of Authorized 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 Authorized Improvements and any related Authorized 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 Authorized 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 Authorized Improvements and any other dedications required under this Agreement such Authorized Improvements and dedications shall be owned and maintained by the City.

(d) Approval of Plats/Plans. Approval of plats, permits, plans, designs or specifications by the City shall be in accordance with the City 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 City 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 application City Regulations.

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

13.9 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 whether within the City limits or ETJ, or outside of its jurisdiction, within 60 days of commencing reasonable and continuous efforts to obtain the needed rights-of-way, consents, or easements, then, as a condition to requiring the Developer to construct off-site improvements, the City agrees to take reasonable steps to secure same through the use of the City's power of eminent domain. Developer shall fund its share of 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 the extent such funds are not immediately available to pay Eminent Domain Fees from Bonds, or if Bonds are not issued, from Assessments. 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. 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.

ARTICLE XIV **HOMEOWNER’S ASSOCIATION**

14.5 Homeowner’s Association Required.

(a) Developer shall create two sustainable and mandatory homeowner’s associations (“HOA”) for the Property that requires membership by all of the owners of a residential lot within certain Property.

(b) The HOA for the entire Property (the “Master HOA”) shall own and be responsible for the maintenance of any private facilities, appurtenances, and open spaces/common areas and facilities within the Property..

(c) The homeowner association for the Garden Home Area of the Property (the “Garden Home HOA”) as designated in Exhibit C, shall be a sub HOA, charging a separate additional HOA assessment, and responsible only for the maintenance of the front yards and common areas of the Garden Home Area.

(c) The HOAs shall have covenants and bylaws and shall require the payment of dues and assessments to maintain any common areas and facilities. The HOA covenants shall provide for assessments and liens for nonpayment of dues or assessments. The approved covenants of the HOAs must 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 Authorized Improvements.

(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.

ARTICLE XV
PRO RATA CONTRIBUTION

Additional Adjacent Landowners Pro-Rata Contribution. There are other landowners in the vicinity of the Off-Site Water and Sewer Utilities who will obtain a benefit as a result of the completion of the Off-Site Water and Sewer Utilities by the City. The City will establish a pro-rata fee for reimbursement from abutting landowners for the water and sewer lines that are served by the Off-Site Water and Sewer Utilities. In addition to the fees to be collected by the City as set forth above, the City will also collect pro-rata fees from other landowners and will reimburse to Developer its respective proportionate share of any pro-rata fees collected from other landowners in accordance with the provisions contained in Chapter 12, Division 3, “Pro-Rata Fees” of the City’s General Ordinances (hereinafter “Pro-Rata Fees Ordinance”). Developer shall only be reimbursed such Pro Rata Fees to the extent that Developer has not received payment from other funding sources authorized under the Development Agreement for such costs. The intent of the Parties is that Developer be reimbursed for its proportionate share as authorized by the Pro-Rata Fees Ordinance and that Developer shall not be reimbursed for more than Developer was required to pay hereunder. Contributions from other sources of funding authorized under the Development Agreement, including without limitation, PID or TIRZ funding, shall serve as offsets against the amount due to Developer under this section.

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) The Developer has the right (from time to time without the consent of the City, but upon prior written notice to 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 "Developer Assignee") that (i) is or will become an owner of any portion of the Property or (ii) is controlled by or under common control by the Developer and becomes an owner of any portion of the Property, provided that the Developer is not in breach of this Agreement at the time of such assignment. A Developer Assignee is considered the "Developer" and a "Party," under this Agreement for purposes of the obligations, rights, title, and interest assigned to the Developer Assignee. Notice of each proposed assignment to a Developer Assignee shall be provided to the City at least fifteen (15) days prior to the effective date of the assignment, which notice shall include a copy of the proposed assignment document together with the name, address, telephone number, and e-mail address (if available) of a contact person representing the Developer Assignee.

(b) Each assignment shall be in writing executed by the Developer and the Developer Assignee and shall obligate the Developer 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 fully executed assignment to a Developer Assignee shall be provided to all Parties within fifteen (15) days after execution. From and after such assignment, the City agrees to look solely to the Developer Assignee for the performance of all obligations assigned to the Developer Assignee and agrees that the Developer shall be released from subsequently performing the assigned obligations and from any liability that results from the Developer Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the City within 15 days after execution, Developer shall not be released until the City receives such copy of the assignment.

(c) 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.

(d) The Developer shall maintain written records of all assignments made to Developer Assignees, including a copy of each executed assignment and the Developer 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.

18.2 Assignment by City. The City has the right (from time to time without the consent of the Developer, but upon prior written Notice to the Developer) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the City under this Agreement, to any agency, authority, or political subdivision of the state (a "City Assignee"). Notice of each proposed assignment to a City Assignee shall be provided to the Developer at least fifteen (15) days prior to the effective date of the assignment, which Notice shall include a copy

of the proposed assignment document together with the name, address, telephone number, and e-mail address of a contact person representing the City Assignee who the Developer may contact for additional information. Each assignment shall be in writing executed by the City and the City Assignee and shall obligate the City 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 fully executed assignment to a City Assignee shall be provided to all Parties within fifteen (15) days after execution. From and after such assignment, the Developer agree to look solely to the City Assignee for the performance of all obligations assigned to the City Assignee and agrees that the City shall be released from subsequently performing the assigned obligations and from any liability that results from the City Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the Developer within fifteen (15) days after execution, the City shall not be released until the Developer receives such copy of the assignment. No assignment by the City shall release the City from any liability that resulted from an act or omission by the City that occurred prior to the effective date of the assignment unless the Developer approves the release in writing. The City shall maintain written records of all assignments made by the City to City Assignees, including a copy of each executed assignment and the City 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.

18.3 Assignees as Parties. An Assignee approved or authorized in accordance with this Agreement and for which Notice of assignment has been provided in accordance with Section 18.5 of this Agreement 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.

18.5 Transfer of Warranties. Any Public Infrastructure that are transferred to the City shall be accompanied by all applicable third-party bonds and warranties related to construction and maintenance of such Public Infrastructure.

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 (an “End-Buyer”) and shall not negate the End-Buyer’s obligation to comply with the City’s Regulations, including but not limited to zoning ordinances, as they currently exist or may be amended.

19.2 Estoppel Certificates. From time to time upon written request of the Developer if needed to facilitate a sale or a portion of the Property or a loan secured by all or a portion of the Property, 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, in a form and substance satisfactory to the City, 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	Attn: Cynthia Kirchoff Messer Fort, PLLC 6371 Preston Road, Suite 200 Frisco, TX 75034
To the Developer:	Attn: Bill Wait Risinger Ranch, LLC 5920 New Haven Drive Plano, TX 75093
With a copy to:	Attn: Robert Miklos Ferguson Braswell Fraser Kubasta PC 2500 Dallas Parkway, Suite 600 Plano, TX 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) showing proposed trail location
Exhibit D	Development Standards
Exhibit E	Authorized Improvements with their Estimated Costs
Exhibit F	Home Buyer Disclosure Program
Exhibit G	Consent and Agreement of Landowners

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 except as provided in this section. The Parties acknowledge that the City waives its sovereign immunity as to suit solely for the purpose of adjudicating a claim under this Agreement. This is an agreement for the provision of goods or services to the City under 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 (3) 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 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.

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

20.18 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.

20.19 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.

20.20 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.

20.21 Gift to Public Servant. The Developer 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.

20.22 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.

20.23 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.

20.24 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.

20.25 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.

20.26 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

Cynthia Kirchoff
City Attorney

STATE OF TEXAS §
 §
COUNTY OF KAUFMAN §

This instrument was acknowledged before me on the __ day of _____, 2025 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

Risinger Ranch, LLC, a Texas limited liability company

By:_____

By:_____

Name:

Its:

STATE OF TEXAS §
§
COUNTY OF KAUFMAN §

This instrument was acknowledged before me on the ____ day of _____, 2025 by _____, Risinger Ranch LLC, a Texas limited liability company, on behalf of said company.

Notary Public, State of Texas

EXHIBIT A

Metes and Bounds of the Property

Being a 128.394-acre tract of land situated in the Thomas Beedy Survey, Abstract Number 21, Kaufman County, Texas and being all of a called 127.45-acre tract of land designated as Tract Three described in deed to Milton L. Risinger Family Trust, recorded in Document Number 2023-0024991 of the Official Property Records Kaufman County, Texas (OPRKCT), being more fully described as follows:

Beginning at a 1/2-inch iron rod found the east corner of said Risinger Family Trust tract, and being the north corner of a called 201.037-acre tract of land described in deed to the Rodriguez Family Trust recorded in Document Number 2018-0029355, OPRKCT and being in the southwest line of tract of land described in deed to the Roy Edward Smith Jr. recorded in, Volume 5016, Page 83, Deed Records Kaufman County, Texas (DRKCT);

THENCE South 41 degrees 06 minutes 42 seconds West with the common line of said Risinger Family Trust tract and said Smith tract, a distance of 1388.10 feet to a to a 5/8" iron rod with cap stamped

"Petitt-ECO 6134" set for the south corner of said Risinger Family Trust tract and being an angle point in a tract of land designated as Tract One described in deed to Thorntree Ventures, recorded in Document Number 2018-0026689 OPRKCT;

THENCE North 46 degrees 41 minutes 22 seconds West departing said common line with the common line of said Risinger Family Trust tract and said Thorntree Ventures tract, a distance of 1518.80 feet to a 1/4-inch iron rod found for a corner common to said Risinger Family Trust tract and said Thorntree Ventures tract;

THENCE South 44 degrees 19 minutes 36 seconds West continuing with the common line of said Risinger Family Trust tract and said Thorntree Ventures tract, a distance of 42.97 feet to a 1/2-inch iron rod found for corner and being the east corner of a called 199.16-acre tract of land described in deed to John William Robertson, recorded in Volume 1150, Page 204 DRKCT;

THENCE North 45 degrees 55 minutes 31 seconds West with the common line of said Risinger Family Trust tract, said Robertson tract and a called 85.00-acre tract of land described in deed To Kutty Enterprises, LLC., recorded in Volume 3859, Page 416, DRKCT, a distance of 2386.34 feet to a 3/8-inch iron rod found for a corner common to said Risinger Family Trust tract and said Kutty Enterprises tract and being in the southeast line a called 78.727-acre tract of land described in deed to Kaufman One WW, LLC recorded in Document Number 2022-0039316 OPRKCT;

THENCE North 43 degrees 23 minutes 53 seconds East with the common line of said Risinger Family Trust tract and said Kaufman One WW tract, a distance of 259.98 feet to a 1/2-inch iron rod found for corner;

THENCE North 45 degrees 32 minutes 28 seconds West continuing with the common line of said Risinger Family Trust tract and said Kaufman One WW tract, a distance of 104.58 feet to a 1-inch iron pipe found for a corner common to said Risinger Family Trust tract and said Kaufman One WW tract and being in the southeast line of a called 33.360-acre tract of land described in deed to Iron Heels, LLC, recorded in Document Number 2022-0017966 OPRKCT;

THENCE North 44 degrees 18 minutes 13 seconds East with the common line of said Risinger Family Trust tract, said Iron Heels tract and a called 1.032-acre tract of land described in deed to Cynthia Heroux and Craig Heroux recorded in Document Number 2020-0042382, OPRKCT a distance of 1162.60 feet to a 5/8" iron rod with cap stamped "Petitt-ECO 6134" set for the most westerly north corner of said Risinger Family Trust tract and being in the south right-of-way line of State Highway 243;

THENCE South 77 degrees 40 minutes 11 seconds East with the south right-of-way line of State Highway 243, a distance of 100.85 feet to a 5/8" iron rod with cap stamped "Petitt-ECO 6134" set for corner and being in the west line of a called 0.885-acre tract of land described in deed to Laura Montero & Manuel H. Jimenez recorded in Volume. 8031, Page 417, DRKCT;

THENCE with the common line of said Risinger Family Trust tract and said Montero & Jimenez tract the following courses:

South 11 degrees 38 minutes 57 seconds West, a distance of 174.90 feet to a 5/8" iron rod with cap stamped "Petitt-ECO 6134" set for corner;

South 78 degrees 26 minutes 17 seconds East, a distance of 165.44 feet to a 5/8" iron rod with cap stamped "Petitt-ECO 6134" set for corner from which a buried T-post bears South 46 degrees 52 minutes 42 seconds East 0.31 feet;

South 46 degrees 52 minutes 42 seconds East, a distance of 45.90 feet to a 3/8-inch iron rod found for the southeast corner of said Montero & Jimenez tract and being the southwest corner of a called 1.782-acre tract of land described in deed to 3732 East State Highway 243 recorded in Volume. 2477, Page 228, DRKCT;

THENCE South 46 degrees 41 minutes 46 seconds East with the common line of said Risinger Family Trust tract and said 3732 East State Highway 243 tract, a distance of 307.45 feet to a 1-inch iron pipe found for the southeast corner of said and being the southwest corner of a tract of land described in Probate Record IIP-133 owned by Leslie McGlamery and Todd c. Ruff;

THENCE South 46 degrees 32 minutes 42 seconds East, with the common line of said Risinger Family Trust tract and said McGlamery/Ruff tract a distance of 1008.64 feet to a 3/8-inch iron rod found for the southeast corner of said McGlamery/Ruff tract and being the southwest corner of a called 9.255-acre

tract of land described in deed to Carl T. Ruff and Karla K. Ruff recorded in Volume 1399, Page 944, DRKCT;

THENCE South 46 degrees 25 minutes 10 seconds East with the common line of said Risinger Family Trust tract and said Ruff tract, a distance of 901.74 feet to a 1/4-inch iron rod found for the southeast corner of said Ruff tract and being the southwest corner of a called 18.314-acre tract of land described in deed to Guadalupe Rondan and Maria Rondan recorded in Volume 1642, Page 64, DRKCT;

THENCE South 46 degrees 28 minutes 01 seconds East with the common line *of* said Risinger Family Trust tract and said Rondan tract, a distance of 308.14 feet to a 3/8-inch iron rod with cap stamped "5244" found for the southeast corner of said Rondan tract and being the southwest corner of a tract of land described in deed to Elizabeth Castaneda recorded in Document Number 2012-0007848, OPRKCT;

THENCE South 46 degrees 12 minutes 02 seconds East, with the common line of said Risinger Family Trust tract and said Castaneda tract, a distance of 731.55 feet to a 5/8-inch iron rod with cap stamped "Petitt-ECD 6134" set for corner;

THENCE South 46 degrees 34 minutes 46 seconds East with the common line of said Risinger Family Trust tract and a called 5.00-acre tract of land described in deed to Aurelio Rangel and Maria de Los Angeles Rangel recorded in Volume 1183, Page 282 DRKCT, a distance of 292.01 feet to a 5/8-inch iron rod with cap stamped "Petitt-ECO 6134" set for corner;

THENCE South 42 degrees 04 minutes 07 seconds East with the common line of said Risinger Family Trust tract and said Smith tract, a distance of 22.18 feet to the POINT OF BEGINNING, containing 128.394 acres, more or less.

EXHIBIT B
Property Depiction

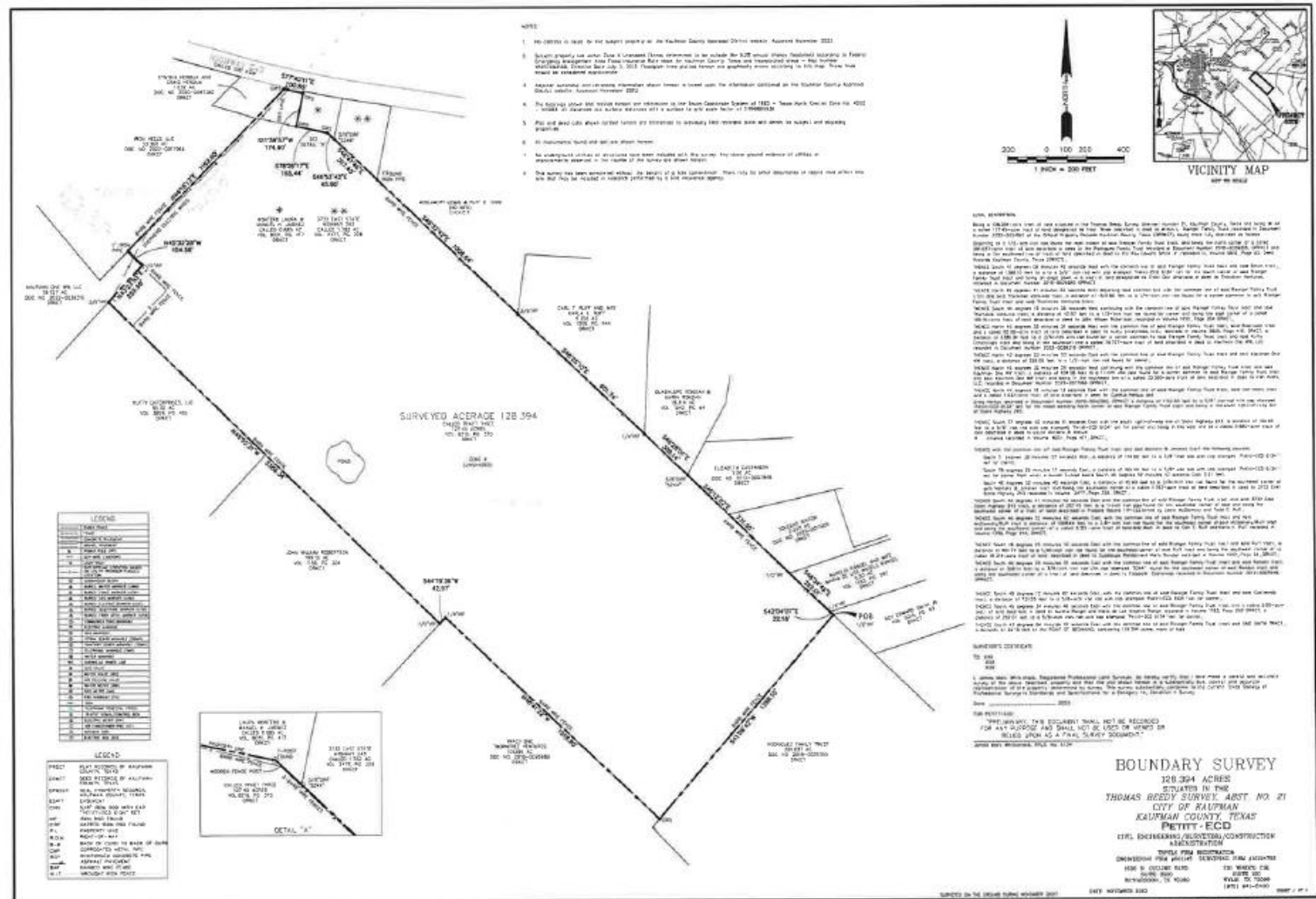


EXHIBIT C

Concept Plan (Illustrative) showing proposed trail location



EXHIBIT D DEVELOPMENT STANDARDS

The following standards apply to the Property:

1. Purpose:

The purpose of the development is to provide a single-family residential development with a range of product types to create a balanced neighborhood that provides housing options for a diverse array of populations, and which will provide multiple areas of open space, amenities, and trails to serve the development and integrate into the rest of the community. The base zoning shall be Single-Family Residential-6 (SF-6) District.

2. Permitted Uses:

- a. Single-family detached residential uses
- b. Park or playground (non-commercial)
- c. Other uses permitted in the Single-Family Residential – 6 (SF-6) District in the City of Kaufman Zoning Ordinance, as amended.

3. Governing Regulations:

- a. If there is a conflict between the development standards and the concept plan (Exhibit C), the development standards shall control.
- b. For regulations not expressly identified in the development standards or elsewhere in this Agreement, the City of Kaufman Zoning Ordinance, as may be amended.
- c. The concept plan (Exhibit C) shall serve as a general guide for the overall development of the property. The final layout of the development shall be determined at the time of zoning and/or preliminary platting.
- d. The project will be developed over several phases. Phasing will be determined at the time of preliminary platting.
- e. The development of the Property shall comply with all City regulations, including the City's Zoning Ordinance, Subdivision Ordinance, and other applicable regulations, as may be amended, except as provided in these development standards.

4. Number of Lots and Lot Types

- a. In total, there will be a minimum of 550 residential lots and a maximum of 580 residential lots.
- b. 40' Lots (Garden Home Area)
 - i. There will be a minimum of 42 and a maximum of 60 lots in this category.
 - ii. Minimum lot area: 4,600 sq. ft.
 - iii. Minimum lot width: 40' along the front building line.
 - iv. Minimum lot depth: 115'
 - v. Minimum front yard: 10'
 - vi. Minimum rear yard: 20'
 - vii. Minimum interior side yard: 5'
 - viii. Minimum exterior side yard (for corner lots): 10'
 - ix. Minimum residential floor area: 1,600 sq. ft.

- x. All of the residences will have rear-entry two-car garages with minimum 16'-wide driveways large enough to accommodate two additional cars. Driveways will be a minimum of 18' deep.
- xi. All of the residences shall be required to have front porches.
- xii. Dedicated public guest parking areas (Community Parking Areas) shall be provided in the Garden Home area. A minimum of 15 guest parking spaces will be provided.
- xiii. Streets may be reduced to 27' in width.
- xiv. Access will be provided through one (1) divided entryway.
- xv. A second point of access shall be as shown on the Concept Plan, and shall be gated with a Knox Lock or equivalent on the gate being provided to the City so the City has emergency access to the Garden Home area through this second route.
- xvi. The Garden Home area shall include a 6'-tall black, decorative metal open-style fence around the perimeter of the Garden Home area.
- c. 50' lots
 - i. There will be a minimum of 350 and a maximum of 418 lots in this category.
 - ii. Minimum lot area: 5,750 sq. ft.
 - iii. Minimum lot width: 50' along the front building line.
 - iv. Minimum lot depth: 115'
 - v. Minimum front yard: 20'
 - vi. Minimum rear yard: 15'
 - vii. Minimum interior side yard: 5'
 - viii. Minimum exterior side yard (for corner lots): 15'
 - ix. Minimum exterior side yard (for "key lots" or corner lots that back up to the side yard of another lot): 20'
 - x. Lots on cul-de-sacs or eyebrows shall have the same setbacks and square foot area minimums, except that the minimum lot width shall be 25' along the front building line, and lot depth may not be less than 100'.
 - xi. All homes will have front-entry minimum two-car garages with minimum 16'-wide driveways large enough to accommodate two additional cars. Driveways will be a minimum of 18' deep.
- d. 60' lots
 - i. There will be a minimum of 100 and a maximum of 122 lots in this category.
 - ii. Minimum lot area: 6,900 sq. ft.
 - iii. Minimum lot width: 60'
 - iv. Minimum lot depth: 115'
 - v. Minimum front yard: 20'
 - vi. Minimum rear yard: 15'
 - vii. Minimum interior side yard: 5'
 - viii. Minimum exterior side yard (for corner lots): 15'
 - ix. Minimum exterior side yard (for "key lots" or corner lots that back up to the side yard of another lot): 20'
 - x. Lots on cul-de-sacs or eyebrows shall have the same setbacks and square foot area minimums, except that the minimum lot width shall be 25' along the front building line, and lot depth may not be less than 110'.
 - xi. All houses will have front-entry minimum two-car garages with minimum 16'-wide driveways large enough to accommodate two additional cars. Driveways will be a minimum of 18' deep.

5. Minimum Residential Floor Area

- a. "Residential floor area" is defined as air-conditioned space used for residential living or dwelling purposes and shall not include garages, porches, patios, etc.
- b. For the 40' lots, the minimum residential floor area will be 1,600 sq. ft.
- c. For the 50' and 60' lots, 30% of the houses will have a minimum residential floor area of 1,300 sq. ft., 40% of the houses will have a minimum residential floor area of 1,600 sq. ft., and 30% of the houses will have a minimum residential floor area of 2,000 sq. ft.

6. Lot Coverage and Building Height

- a. The "maximum lot coverage" is defined as the area of the lot covered by roofed structures.
- b. The maximum lot coverage for 40', 50' and 60' lots shall be 55%.
- c. The maximum height for principal structures (houses) shall be 35'.
- d. The maximum height for accessory structures shall be in accordance with the City of Kaufman Zoning Ordinance, as amended.

7. Accessory Structures

- a. Accessory structures are restricted to the rear yard.
- b. The maximum total area of accessory structures on all lots is 240 sq. ft.
- c. The minimum distance between the principal structure (house) and the accessory structure shall be 5'.
- d. All other setbacks shall be in accordance with the City of Kaufman Zoning Ordinance, as amended.

8. Architectural Standards

- a. The same house elevation may not be repeated within a five-lot block area on the same side of street. The 40' lots will not have a repeat house elevation requirement.
- b. The main roof of each house shall have a minimum pitch of 6:12. Accent roofs shall be allowed to have reduced pitches.
- c. Homebuilders will be required to offer multiple floor plans that have front porches.
- d. All houses will be required to have a minimum total exterior of 75% masonry, which shall include stone, brick, or cementitious fiber materials, and excluding garage doors, windows, and exterior doors. Individual facades may be below 75%.
- e. On every house, to avoid large expanses of blank wall, articulation (in the form of windows, brick inlays, decorative elements, or wall plane recesses or projections, etc.) will be provided at minimum 40-foot intervals.
- f. All garage doors shall contain decorative features such as window inserts, carriage style design, wood-like appearance, or accent hardware. Full glass doors are allowed.
- g. Two coach lights are required on the front of each house.
- h. Full gutters and downspouts are required on each house.
- i. Carports are prohibited.
- j. Converting the required 2-car garages to accommodate additional living space is prohibited.

9. Residential Landscaping, Screening, and Walkways

- a. Turf. Front, side, and rear yards shall be sodded and irrigated.
- b. Trees. Each residential lot shall have a minimum of one (1) three-inch (3") caliper hardwood canopy shade tree planted in the front yard. Corner lots shall have a minimum of two (2) three-inch (3") caliper hardwood canopy shade trees, with one planted in the front yard and one planted in the exterior side yard. The 40' lots shall not require exterior side yard trees on the corner lots.
- c. Landscape Beds.
 - i. Along the front and/or exterior side yard of each house on a 40' lot, there shall be a minimum of 80 sq. ft. landscape beds with 16 shrubs, with plants which may include shrubs, perennials, ornamental grasses, groundcovers, or accent trees along with hardwood mulch at least 2.5" in depth.
 - ii. Along the front and/or exterior side of each house on a 50' lot, there shall be a minimum of 90 sq. ft. landscape beds, with 10 shrubs with plants which may include shrubs, perennials, ornamental grasses, groundcovers, or accent trees along with hardwood mulch at least 2.5" in depth.
 - iii. Along the front and/or exterior side of each house on a 60' lot, there shall be a minimum of 100 sq. ft. of landscape beds with 12 shrubs, with plants which may include shrubs, perennials, ornamental grasses, groundcovers, or accent trees along with hardwood mulch at least 2.5" in depth.
- d. A minimum six-foot stained wooden privacy fence with galvanized posts shall be required to enclose the rear and side yards of each lot.
- e. All 50' and 60' lots shall have a minimum 3'-wide concrete walkway connecting the front door of the residence to the driveway or sidewalk.
- f. All 40' lots shall have a minimum 4'-wide concrete walkway connecting the front door of the residence to the common walks in front.

10. Miscellaneous Residential Requirements

- a. Automatic garage door openers shall be required and operable for every house.
- b. Pre-wired operational security systems with at least one (1) siren and one (1) keypad shall be required for every house.
- c. Satellite dishes, limited to eighteen inches in diameter or smaller, mounted below the ridge line on the roof, and not in public view from the front of the house, are permitted.
- d. Air Conditioners. No window or wall air conditioning units will be permitted on houses or other structures. Outside condensing units (compressors) which are not located within a fenced privacy area shall be screened from public view by dense evergreen shrubs save and except access and service space to the condensing units which may not be visible from the street.

11. Community Landscaping, Screening, Sidewalks/Trails, and Amenities

- a. A stained 6'-tall wooden screening fence (with cap rails) with 6'-tall masonry columns spaced at minimum 200' intervals is required along all thoroughfares, which screening fence shall comply with the City's Subdivision Ordinance.
- b. Perimeter landscaping is required along all thoroughfares in accordance with requirements of the City's subdivision regulations. All perimeter landscaping shall be placed in open space lots.
- c. The entryway median located at the main entrance to the development shall be landscaped and irrigated. Landscaping in the entryway median shall include a

combination of grass, shrubs, canopy trees, and ornamental trees. A small pond with a fountain, as shown on the Concept Plan, will be provided.

- d. No more than two masonry monument signages (identifying the name of the development) shall be required at the main entrance to the development. The masonry monument signs may be up to 150 square feet, and be a maximum 16 feet in height. The monument signage shall be accentuated by landscaping and lighting. The proposed masonry monument signage shall be similar in appearance to the masonry columns. The City Manager may approve a variance to the size and height of a Masonry Monument Sign by up to 50%, and the material of the sign.
- e. Secondary entryway monumentation (such as decorative columns with development branding) is encouraged to be provided at the other entrances to the development.
- f. Community Mailboxes will be located in accordance with the requirements of the United States Postal Service.
- g. All open space lots and any detention pond areas will be landscaped and irrigated.
- h. Amenities on open space lots may include features such as winding sidewalks, benches, trash bins, and dog stations.
- i. The section of the development with the 40' lots shall include several large common areas, including meandering sidewalks, landscaping, dog area, and other items as shown on the Concept Plan.
- j. A central amenity center shall be provided, which may include a pool, splash pad, pickleball courts and/or other sports courts, restrooms, seating areas, shade area, grilling station, dog park, and other items.
- k. Two playgrounds will be required throughout the development.
- l. Landscaping, sod, and irrigation shall be required around all detention ponds.
- m. Any required retaining walls shall be of masonry or stone construction. Railroad ties and landscape timbers are prohibited.
- n. Hike-and-bike trails shall be constructed at locations identified on the Concept Plan and as further determined during the time of zoning and/or preliminary civil plan review in compliance with applicable City regulations. All hike-and-bike trails shall be a minimum of 10' in width and concrete-paved.
- o. The entry road and collector roads throughout the development will be served by a single meandering concrete sidewalk/trail on one side of the street, which shall be a minimum of 10' in width and concrete-paved.
- p. Along street sections and on open space lots in which there is not a 10'-wide hike-and-bike trail, standard-width (5'-wide) sidewalks will be provided.
- q. Sidewalks and trails on open space lots shall be maintained by the Homeowners' Association.
- r. Sidewalks along the frontages of residential lots shall be constructed by the homebuilder at the time of home construction. Sidewalks and trails through or adjacent to open space lots shall be constructed by the developer at the time of public improvement construction of that phase of the development.
- s. In areas where there are street trees, the standard residential street right-of-way may be increased (and the building setback reduced) and/or a sidewalk easement may be provided along the front or sides of residential lots. Street trees shall be maintained by the Homeowners' Association. Review and approval of street tree location shall occur at the time of final platting of property. The number of required street trees shall not change.

- t. It is the Developer's responsibility to install all items included in this section during the time of public improvement construction. All improvements shall be constructed prior to the City's formal acceptance of the Authorized Improvements for that phase.

12. Streets and Other Authorized Improvements

All streets, thoroughfares, drainage and stormwater facilities, water and wastewater (sewer) facilities, street lighting, street signage, and other Authorized Improvements shall be constructed in accordance with the City's subdivision regulations and standards of design and construction.

13. Homebuilder Signage

- a. Up to four (4) large (large being defined as not exceeding eight feet by 16 feet in size) homebuilder signs will be allowed which can include vacant lots and open space lots in this development. All signage shall comply restrictions on setbacks in applicable City regulations, including the Zoning Ordinance.
- b. Signs on individual residential lots relating to the sale of the lot shall comply with the City's typical requirements applicable to real estate signage as specified in the Zoning Ordinance.
- c. All homebuilder signage shall be removed at the conclusion of homebuilder marketing for the residential lots and/or houses in the development.

14. Homeowners' Association

- a. A Master Homeowners' Association (Master HOA) shall be created for the development, which shall be responsible for the ownership and maintenance of all open space lots (common areas) and all landscaping/irrigation and improvements thereon, entryway features, signage, perimeter landscaping and screening, detention and amenity ponds, fountains, amenity lighting and associated electricity, retaining walls, street trees, amenities, and hike-and-bike trails not located in the public right-of-way. An HOA for the Garden Home Area, subordinate to the Master HOA, shall be created just for the Garden Home area, which shall be responsible to maintain the front yards, and all common landscaping for the Garden Home area.
- b. HOA Covenants, Conditions, and Restrictions (CCRs) shall be filed with the City for review and approval by City Staff and the City Attorney prior to the approval of final plats. The CCRs shall be submitted with the final plat application.
- c. The HOAs shall be established prior to the occupancy of any house in the development.
- d. Easements to facilitate the HOA's access to, and maintenance of, features that may require the HOAs or their agents to go into the public right-of-way or on private property, such as entry monuments, screen walls, medians, concrete trails, lighting, and landscaping, shall be permitted by the City as determined at the time of final platting.
- e. Developer will be the contact entity with the City for all concerns regarding maintenance of Community Open Space until 100% of HOAs control is turned over to the HOAs.

EXHIBIT E

Authorized Improvements with Their Estimated Costs



EXHIBIT E

PID Cost Summary

Preliminary Opinion of Probable Construction Costs
Risinger Ranch - CP-L - Public Improvement District
Wednesday, January 22, 2025

Division	Public Improvements			Public Total	Private Improvements			Private Total	Public + Private Total
	Phase 1	Phase 2	Phase 3		Phase 1	Phase 2	Phase 3		
Grading	\$316,800	\$552,975	\$312,388	\$1,182,163	\$592,000	\$992,000	\$644,000	\$2,228,000	\$3,410,163
Erosion Control	\$61,290	\$88,295	\$58,045	\$217,630	\$0	\$0	\$0	\$0	\$217,630
Sanitary Sewer	\$1,755,800	\$1,026,430	\$1,067,220	\$3,849,450	\$222,000	\$372,000	\$241,500	\$835,500	\$4,684,950
Offsite Sanitary Sewer	\$530,000	\$0	\$0	\$530,000	\$0	\$0	\$0	\$0	\$530,000
Water	\$778,150	\$1,307,895	\$702,630	\$2,788,675	\$177,600	\$297,600	\$193,200	\$668,400	\$3,457,075
Offsite Water	\$790,000	\$0	\$0	\$790,000	\$0	\$0	\$0	\$0	\$790,000
Drainage	\$1,792,808	\$1,812,354	\$1,040,861	\$4,646,023	\$0	\$0	\$0	\$0	\$4,646,023
Paving	\$2,904,680	\$3,020,590	\$1,651,435	\$7,576,705	\$0	\$0	\$0	\$0	\$7,576,705
Amenities & Landscaping	\$2,535,000	\$390,000	\$60,000	\$2,985,000	\$0	\$0	\$0	\$0	\$2,985,000
Retaining Walls	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sub Total	\$11,464,528	\$8,208,539	\$4,892,579	\$24,565,646	\$991,600	\$1,661,600	\$1,078,700	\$3,731,900	\$28,297,546
Soft Costs	\$1,480,891	\$1,271,857	\$792,048	\$3,544,797	\$235,764	\$395,064	\$256,473	\$887,301	\$4,432,098
PID Creation & Consultant Fees	\$50,000	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0	\$50,000
ROW Dedication	\$76,650	\$84,630	\$48,720	\$210,000	\$0	\$0	\$0	\$0	\$210,000
Contingency	\$1,339,429	\$1,172,781	\$724,887	\$3,237,097	\$148,740	\$249,240	\$161,805	\$559,785	\$3,796,882
Grand Totals	\$14,411,498	\$10,737,807	\$6,458,233	\$31,607,539	\$1,376,104	\$2,305,904	\$1,496,978	\$5,178,986	\$36,786,525

Phase Total Summary - City of Kaufman Improvements				
Cost Type	Phase 1	Phase 2	Phase 3	Total
Public Improvements	\$14,411,498	\$10,737,807	\$6,458,233	\$31,607,539
Private Improvements	\$1,376,104	\$2,305,904	\$1,496,978	\$5,178,986
Total	\$15,787,602	\$13,043,711	\$7,955,211	\$36,786,525

Note: Engineer cannot guarantee that quantities, proposals, bids, or actual costs will not vary from this opinion of probable costs. Engineer will NOT be responsible for any cost overruns and/or funding shortages.



Project: Summary of Risinger Ranch - CP-L - Public, Private
Project #: 00559
Date: 22-Jan-2025

Lots: 557
Acres: 127.45
Density: 4.370

Section	Item Description	Quantity	Unit	Unit Price	Extended Cost
Grading					
	Tree Removal & Disposal	4	LS	\$5,000	\$20,000
	Site Clearing & Grubbing	130.69	AC	\$1,250	\$163,363
	Rough Grading (ROW + 200') @ 1.5' Depth	324,600	CY	\$3.00	\$973,800
	Grade to Drain	1,000	LF	\$10.00	\$10,000
	Lot Fine Grading (Pads & Swales)	557	Lot	\$500	\$278,500
	Moisture Conditioning/Chemical Injection	557	Lot	\$3,500	\$1,949,500
	Pond Cleanup/Dewater & Demuck	1	LS	\$15,000	\$15,000
\$6,122	Total Grading Cost per Lot			Total Grading	\$3,410,163
Erosion Control					
	SWPPP / Permit / NOI / Project Sign	1	LS	\$4,500	\$4,500
	SWPPP Inspection	180	WK	\$75	\$13,500
	Construction Entrance	3	EA	\$2,500	\$7,500
	Seeding of disturbed areas	110.65	AC	\$500	\$55,325
	Erosion Matting	52,100	SF	\$0.80	\$41,680
	Rock Berms	20	EA	\$1,500	\$30,000
	Silt Fence	52,100	LF	\$1.25	\$65,125
\$391	Total Erosion Control Cost per Lot			Total Erosion Control	\$217,630
Paving					
	6" x 3600psi x 31' B-B (Residential Streets)	65,770	SY	\$53	\$3,485,810
	8" x 3600psi x 22' B-B (½ of Type 'C' Thoroughf	9,440	SY	\$80	\$755,200
	8" x 3600psi x 24' B-B (½ of Divided Minor Arte	3,640	SY	\$80	\$291,200
	8" x 3600psi x 48' B-B (Divided Minor Arterial)	8,760	SY	\$80	\$700,800
	6" x 3600psi x 15' B-B (Alleys)	5,330	SY	\$53	\$282,490
	6" x 3600psi (Entry/Park Pavement)	4,160	SY	\$53	\$220,480
	6" Lime treated subgrade	104,390	SY	\$4.50	\$469,755
	Lime (@ 36LBS/SY)	1,879	TON	\$250	\$469,755
	Construction Traffic Control	3	EA	\$5,000	\$15,000
	Barrier Free Ramps	82	EA	\$3,500	\$287,000
	4' Sidewalk/10' Trail	84,110	SF	\$6.50	\$546,715
	Connections	7	LS	\$7,500	\$52,500
\$13,603	Total Paving Cost per Lot			Total Paving	\$7,576,705



Project: Summary of Risinger Ranch - CP-L - Public, Private
Project #: 00559
Date: 22-Jan-2025

Lots: 557
Acres: 127.45
Density: 4.370

Section	Item Description	Quantity	Unit	Unit Price	Extended Cost
Water					
	8" PVC	19,250	LF	\$60	\$1,155,000
	12" PVC	6,755	LF	\$85	\$574,175
	Valves (3 per T Intersection, & 4 per X Intersection)	103	EA	\$3,500	\$360,500
	Fittings, connections, testing	21.9	LS	\$10,000	\$219,000
	Services (Includes Irrigation)	557	Lot	\$1,200	\$668,400
	Fire Hydrants	64	LS	\$7,500	\$480,000
\$6,207	Total Water Cost per Lot			Total Water	\$3,457,075
Offsite Water					
	12" PVC	5,450	LF	\$100	\$545,000
	Valves (per T Intersection, & per X Intersectio	17	LF	\$3,500	\$59,500
	Fittings, connections, testing	7	LF	\$10,000	\$73,000
	Fire Hydrants	15	EA	\$7,500	\$112,500
\$1,418	Total Offsite Water Cost per Lot			Total Offsite Water	\$790,000
Sanitary Sewer					
	8" SDR 35 PVC	19,250	LF	\$60	\$1,155,000
	12" SDR 35 PVC	6,755	LF	\$90	\$607,950
	6" Force Main	3,900	LF	\$35	\$136,500
	Manholes	66	EA	\$6,500	\$429,000
	Services	557	Lot	\$1,500	\$835,500
	Lift Station	1.5	LS	\$1,000,000	\$1,500,000
	Connect to existing Sanitary Sewer	3	LS	\$7,000	\$21,000
\$8,411	Total Sanitary Sewer Cost per Lot			Total Sanitary Sewer	\$4,684,950
Offsite Sanitary Sewer					
	10" SDR 35 PVC	5,500	LF	\$75	\$412,500
	Manholes	15	EA	\$7,500	\$112,500
	Connect to existing Sanitary Sewer	1	LS	\$5,000	\$5,000
\$952	Total Offsite Sanitary Sewer Cost per Lot			Total Offsite Sanitary Sewer	\$530,000
Drainage					
	Storm Allowance	60%	LS	\$7,576,705	\$4,546,023
	Detention Pond Structure	2	LS	\$50,000	\$100,000
\$8,341	Total Drainage Cost per Lot			Total Drainage	\$4,646,023
\$45,444	CONSTRUCTION HARD COST TOTAL				\$25,312,546



Project: Summary of Risinger Ranch - CP-L - Public, Private
Project #: 00559
Date: 22-Jan-2025

Lots: 557
Acres: 127.45
Density: 4.370

Section	Item Description	Quantity	Unit	Unit Price	Extended Cost
Miscellaneous					
	Amenities & Landscaping				
	Landscape/Screening/Planting	1,170	LF	\$500	\$585,000
	Entry Feature	10	LS	\$30,000	\$300,000
	Park Equipment	2	LS	\$300,000	\$600,000
	Rec Center / Pool	1	LS	\$1,500,000	\$1,500,000
	Retaining Walls	557	Lot		
	Soft Costs				
	Geotechnical Report (Prelim Only)	1	LS	\$30,000	\$30,000
	Environmental Site Assessment	1	LS	\$5,000	\$5,000
	Traffic Impact Analysis	1	LS	\$25,000	\$25,000
	Existing Topo of Project Site	1	LS	\$40,000	\$40,000
	Engineering/Surveying	7%	LS	\$25,312,546	\$1,771,878
	TxDOT Permit	1	LS	\$15,000	\$15,000
	Material Testing	4%	LS	\$25,312,546	\$1,012,502
	City Inspection Fees	3%	LS	\$20,894,753	\$626,843
	Construction Staking	557	Lot	\$700	\$389,900
	As-Built Plans	3	LS	\$3,000	\$9,000
	Street Lights	64	EA	\$1,500	\$96,000
	Cluster Box Unit Mailboxes (CBU)	557	Lot	\$175	\$97,475
	Easement Acquisition	7	EA	\$5,000	\$35,000
	Franchise Utility Install	557	Lot	\$500	\$278,500
	PID Creation & Consultant Fees	1	LS	\$50,000	\$50,000
	ROW Dedication	1	LS	\$210,000	\$210,000
	Contingency	15%	LS	\$25,312,546	\$3,796,882
\$20,600	Total Miscellaneous Cost per Lot			Total Miscellaneous	\$11,473,979
Does not include moisture conditioning/chemical injection or poly sheeting of pads Does not include any potentially required retaining walls Assumes existing utilities are available to the site and sized appropriately <i>Due to the extreme market volatility that we are presently experiencing from a lack of cement production and resin shortages it is likely that market prices will be 10%-30% higher than shown in this estimate if construction occurs in 2024 or 2025. Engineer will NOT be responsible for any cost overruns and/or funding shortages.</i>					
TOTAL COST OF CONSTRUCTION BY THIS ESTIMATE					\$36,786,525
TOTAL COST PER LOT OF CONSTRUCTION BY THIS ESTIMATE					\$66,044

EXHIBIT F

HOME BUYER DISCLOSURE PROGRAM

The Developer of Risinger Ranch 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 Risinger Ranch 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: 2/24/2025

Date: 02/12/2025

Item #: 13.

Dept.: Administration

Action Item

SUBJECT:

Consider and take appropriate action regarding a Reimbursement Agreement between the City and the Enclave at Kings Fort Inc. providing reimbursement of certain costs associated with Kaufman Public Improvement District No. 6, the Enclave at Kings Fort development, and authorizing the Mayor or designee to execute necessary documents.

BACKGROUND:

The City and Developer desire to enter into a reimbursement agreement to reflect the amount of reimbursement due to the Developer for the costs of the authorized improvements pursuant to the proposed Service and Assessment Plan (SAP) and to express the City's intent to reimburse the Developer for certain costs of the authorized improvements for Public Improvement District (PID) No. 6 (Enclave at Kings Fort).

Author:
Mike Holder, City Manager

Reviewed:
Mike Holder, City Manager

Cost:

Funds Available:

Source:

Recommendation: Staff recommends approval of the Reimbursement Agreement for Public Improvement District No. 6 as presented.

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

CITY OF KAUFMAN, TEXAS
CITY OF KAUFMAN PUBLIC IMPROVEMENT DISTRICT No. 6
REIMBURSEMENT AGREEMENT

The City of Kaufman Public Improvement District No. 6 Reimbursement Agreement (this “Reimbursement Agreement”) is executed by and between the City of Kaufman, Texas (the “City”) and Enclave at Kings Fort, Inc. a Delaware corporation, (the “Developer”) (individually referred to as a “Party” and collectively as the “Parties”) to be effective as of February 24, 2025 (the “Effective Date”).

RECITALS

WHEREAS, capitalized terms used in this Reimbursement Agreement shall have the meanings given to them in the City of Kaufman Public Improvement District No. 6 Service and Assessment Plan, to be approved by the City, as the same may be updated and amended from time to time (the “Service and Assessment Plan” or “SAP”); and

WHEREAS, on April 22, 2024, the City Council of the City (the “City Council”) passed and approved Resolution No. R-13-24 creating City of Kaufman Public Improvement District No. 6 (the “District”) covering approximately 41 acres of land described by metes and bounds in said Resolution (the “District Property”); and

WHEREAS, the purpose of the District is to finance public improvements (the “Authorized Improvements”) as provided by Subchapter A of Chapter 372, Texas Local Government Code, as amended (the “PID Act”) that promote the interests of the City and confer a special benefit on the Assessed Property within the District; and

WHEREAS, the District Property is being developed in accordance with that certain “Enclave Development Agreement,” executed by and between the Developer, and the City effective as of July 12, 2024 (the “Development Agreement”); and

WHEREAS, the Developer has begun construction of the Authorized Improvements within the District and the City intends to approve one or more ordinances (each an “Assessment Ordinance”) levying assessments on benefitted property within the District (the “Assessments”) for the costs of the Authorized Improvements that confer a special benefit on the District Property and adopt the SAP for the District which sets forth the Assessments against all property within the District for the financing of the Authorized Improvements; and

WHEREAS, the City and the Developer desire to enter into this reimbursement agreement (the “Reimbursement Agreement”) to reflect the City’s intent to reimburse the Developer for the costs of the Authorized Improvements plus interest as set forth in and pursuant to the approved SAP; and

WHEREAS, all revenue received and collected by the City from the collection of the Assessments and Annual Installments (excluding Delinquent Collection Costs and Administrative Expenses) (the “Assessment Revenue”) shall be deposited first for the payment of debt service on any bonds issued by the City with the pledge of Assessment (the “Future PID Bonds”) and second,

into an assessment fund and accounts therein, that is segregated from all other funds of the City (the “Reimbursement Fund”); and

WHEREAS, the Assessment Revenue deposited into the Reimbursement Fund shall be used to reimburse Developer for the costs of the Authorized Improvements advanced in a principal amount to be set forth in the SAP, plus interest as set forth herein; and

WHEREAS, this Reimbursement Agreement is a “reimbursement agreement” authorized by Section 372.023(d)(1) of the PID Act and the obligations of the City to use the Assessments hereunder is authorized by the PID Act; and

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS OF THE PARTIES SET FORTH IN THIS REIMBURSEMENT AGREEMENT AND FOR VALUABLE CONSIDERATION THE RECEIPT AND ADEQUACY OF WHICH ARE ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. The recitals in the “WHEREAS” clauses of this Reimbursement Agreement are true and correct, create obligations of the Parties, and are incorporated as part of this Reimbursement Agreement for all purposes.
2. The City intends to levy Assessments to finance the cost of the Authorized Improvements and to reimburse the Developer for the costs of such Authorized Improvements incurred by Developer prior to the levy and/or to pay directly the costs of the Authorized Improvements.
3. Strictly subject to the terms, conditions, and requirements and solely from the Assessment Revenues as herein provided and in accordance with the SAP, the City agrees to pay the Developer and the Developer shall be entitled to receive from the City, the amount equal to the actual costs of the Authorized Improvements paid by the Developer in the amount as set forth in the SAP, in accordance with the terms of this Reimbursement Agreement, in a principal amount not to exceed the amount set forth in the SAP (the “Reimbursement Obligation”), plus interest accrued, as provided in Section 3(a) below. The City hereby covenants to create, concurrently with the execution of this Reimbursement Agreement, a separate fund to be designated the “Reimbursement Fund” containing accounts therein from Assessments levied on the District Property pursuant to each Assessment Ordinance. The Reimbursement Obligation is payable from Assessment Revenue to be deposited in the Reimbursement Fund as described below, or from the proceeds of Future PID Bonds, and in accordance with the Development Agreement, any applicable indenture of trust relating to Future PID Bonds, and the SAP:
 - a. The Reimbursement Obligation is payable solely from: (i) Assessment Revenue received and collected by the City from Assessments deposited an account within the Reimbursement Fund after the payment of debt service on Future PID Bonds

(ii) the net proceeds (after funding reserve funds, payment of costs of issuance, including the costs paid or incurred by the City and City Administrative Expenses) of one or more series of Future PID Bonds issued by the City to fund all or a portion of the Reimbursement Obligation in accordance with the terms of the Development Agreement and the SAP and secured by the Assessment Revenue; or (iii) a combination of items (i) and (ii) immediately above. The Assessment Revenue shall be received, collected and deposited into the applicable account of the Reimbursement Fund subject to the following limitations:

- i. Calculation of the Assessments and the first Annual Installment for a Lot or Parcel in the District shall begin as shall be provided in the SAP.
 - ii. Assessments collected for the Reimbursement Obligation listed above shall accrue simple interest annually at the rate set forth in the SAP, such rate to be in compliance with Subsections 372.023(e)(1) and (e)(2) of the PID Act. Such interest shall accrue upon levy of the Assessments only for the portion of the Assessment that is not allocated to outstanding Future PID Bonds. If accrued, interest shall begin and continue on the unpaid principal amount of the Assessments as set forth in the SAP until the earlier of (i) the expiration of the term set forth in the SAP, or (ii) the issuance of Future PID Bonds to fund a portion of the Reimbursement Obligation, as reduced by annual payments made pursuant to (iv) below. Upon the issuance of Future PID Bonds, the Assessments shall bear interest at the rate of the Future PID Bonds plus additional interest as set forth in the SAP.
 - iii. Assessment Revenue dedicated to the payment of all or a portion of the Reimbursement Obligation and interest thereon, shall be deposited into the applicable account of the Reimbursement Fund after the payment of debt service on the outstanding PID Bonds.
 - iv. The Developer shall receive the Unpaid Balance in annual installments as set forth in the SAP and in Section 4 below from the applicable account of the Reimbursement Fund, for the time period set forth in the SAP or until PID Bonds are issued to fund such Reimbursement Obligation, and as allowed under Section 3(a) above.
4. The Reimbursement Obligation, as set forth in the SAP, plus the interest as described above, if accruing, are collectively, the “Unpaid Balance.” The Unpaid Balance is secured by and payable solely from Assessment Revenue received and collected for such purpose and deposited into the applicable account of the Reimbursement Fund subject to Section 3(a)(iii), and Section 5 herein. No other City funds, revenue, taxes, or income of any kind shall be used to pay the Unpaid Balance, even if the Unpaid Balance is not paid in full by the term of this Reimbursement Agreement, as set forth herein. Payment of Assessment

Revenue from the applicable account of the Reimbursement Fund after the payment of debt service on outstanding Future PID Bonds, shall be made annually to the Developer subject to the term of this Reimbursement Agreement as set forth in Section 22. The outstanding Unpaid Balance and the Reimbursement Obligation shall be reduced by the amount of each annual payment to the Developer from the applicable account of the Reimbursement Fund.

5. This Reimbursement Agreement shall not, under any circumstances, give rise to or create a charge against the general credit or taxing power of the City or a debt or other obligation of the City payable from any source other than Assessment Revenue received, collected and deposited into the Reimbursement Fund. The City covenants that it will comply with the provisions of this Reimbursement Agreement, the Development Agreement, and the PID Act, including provisions relating to the administration of the District and the enforcement and collection of assessments, and all other covenants provided therein. Notwithstanding its collection efforts, if the City fails to receive all or any part of the Assessment Revenue or does not receive an amount in excess of the annual debt service due on the outstanding PID Bonds, and, as a result, is unable to make transfers from the Reimbursement Fund for payments to the Developer as required under this Reimbursement Agreement, such failure and inability shall not constitute a Failure or Event of Default (both defined below) by the City under this Reimbursement Agreement.
6. Future PID Bonds may be issued to fund the cost of the Authorized Improvements as set forth in the SAP. If Assessments are levied concurrently with the issuance of Future PID Bonds, such Future PID Bond proceeds shall reimburse or pay directly the costs of the Authorized Improvements, as set forth in an indenture. If Future PID Bonds are issued to fund all or a portion of the Reimbursement Obligation after the levy of the Assessments, the net proceeds of such Future PID Bonds shall be used to pay the outstanding Reimbursement Obligation, as reduced by payments made pursuant to Section 3 herein, due to the Developer under this Reimbursement Agreement for the costs of the Authorized Improvements as set forth in the SAP, without interest. Notwithstanding the foregoing, the Developer shall only be entitled to repayment of the costs of the Authorized Improvements in the amount set forth in the SAP. The Developer represents and warrants that it will not request payment with respect to any Authorized Improvement that is not part of the Authorized Improvements identified in the SAP and it will follow all procedures set forth in the Development Agreement with respect to certification for payments, including for payments of the Unpaid Balance from the Reimbursement Fund.
7. The Developer has the right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part without the consent of (but with written notice to) the City, the Developer's right, title, or interest in the revenue streams identified in this Reimbursement Agreement including, but not limited to, any right, title, or interest of the Developer in and to payment of the Unpaid Balance (any of the foregoing, a "Transfer," and the person or entity to whom the Transfer is made, a "Transferee"). Notwithstanding

the foregoing, however, no Transfer shall be effective until five (5) days after Developer's written notice of the Transfer is received by the City, including for each Transferee the information required by Section 25 below. The City may rely on any notice of a Transfer received from the Developer without obligation to investigate or confirm the validity or occurrence of such Transfer. No conveyance, transfer, assignment, mortgage, pledge or other encumbrance shall be made by the Developer or any successor or assignee of the Developer that results in the City being an "obligated person" within the meaning of Rule 15c2-12 of the United States Securities and Exchange Commission. The Developer waives all rights or claims against the City for any such funds provided to a third party as a result of a Transfer for which the City has received notice. The City shall not be required to make payments pursuant to this Reimbursement Agreement to more than two parties, nor shall it be required to execute any consent or make any representations or covenants relating to such assignment.

8. The obligations of the City under this Reimbursement Agreement are non-recourse and payable only from the Reimbursement Fund or the net proceeds of Future PID Bonds and such obligations do not create a debt or other obligation payable from any other City revenues, taxes, income, or property. None of the City or any of its elected or appointed officials or any of its officers or employees shall incur any liability hereunder to the Developer or any other party in their individual capacities by reason of this Reimbursement Agreement or their acts or omissions under this Reimbursement Agreement.
9. Nothing in this Reimbursement Agreement is intended to constitute a waiver by the City of any remedy the City may otherwise have outside this Reimbursement Agreement against the Developer, any Transferee, or any other person or entity involved in the design, construction or installation of the Authorized Improvements. The obligations of the Developer hereunder shall be those as a Party hereto and not solely as an owner of property in the District. Nothing herein shall be constructed, nor is intended, to affect the City's or Developer's rights and duties to perform their respective obligations under other agreements, regulations and ordinances.
10. This Reimbursement Agreement is being executed and delivered, and is intended to be performed in the State of Texas. Except to the extent that the laws of the United States may apply to the terms hereof, the substantive laws of the State of Texas shall govern the validity, construction, enforcement, and interpretation of this Reimbursement Agreement. In the event of a dispute involving this Reimbursement Agreement, exclusive venue for such dispute shall lie in any court of competent jurisdiction in Kaufman County, Texas.
11. Any notice required or contemplated by this Reimbursement Agreement shall be signed by or on behalf of the Party giving the Notice, and shall be deemed effective as follows: (i) when delivered by a national company such as FedEx or UPS with evidence of delivery signed by any person at the delivery address regardless of whether such person was the

named addressee; or (ii) 72 hours after the notice was deposited with the United States Postal Service, Certified Mail, Return Receipt Requested. Any Party may change its address by delivering written notice of such change in accordance with this section. All Notices given pursuant to this Section shall be addressed as follows:

To the City: City Manager
 209 S. Washington
 Kaufman, TX 75142

With a copy to: Attn: City Attorney
 Patricia Adams
 Messer Fort, PLLC
 6371 Preston Road Suite 200
 Frisco Texas 75034

To the Developer: Attn: Ashley Sud
 The Enclave at Kings Fort Inc.,
 A Delaware corporation
 Computershare Governance Services Inc.
 801 US Highway 1
 North Palm Beach, Florida 33408

With a copy to: Attn: Robert Miklos
 Ferguson Braswell Fraser Kubasta PC
 2500 Dallas Parkway, Suite 600
 Email: rmiklos@fbfk.law

12. Notwithstanding anything herein to the contrary, nothing herein shall otherwise authorize or permit the use by the City of the Assessments contrary to the provisions of the PID Act.

13. Remedies:

- a. If either Party fails to perform an obligation imposed on such Party by this Reimbursement Agreement (a “Failure”) and such Failure is not cured after written notice and the expiration of the cure periods provided in this section, then such Failure shall constitute an “Event of Default.” Upon the occurrence of a Failure by a non-performing Party, the other Party shall notify the non-performing Party and all Transferees of the non-performing Party in writing specifying in reasonable detail the nature of the Failure. The non-performing Party to whom notice of a Failure is given shall have at least 30 days from receipt of the notice within which to cure the Failure (unless more specifically set forth herein); however, if the Failure cannot reasonably be cured within 30 days and the non-performing Party

has diligently pursued a cure within such 30-day period and has provided written notice to the other Party that additional time is needed, then the cure period shall be extended for an additional 30 day period so long as the non-performing Party cures such default within 90 days. Any Transferee shall have the same rights as the Developer to enforce the obligations of the City with respect to payment of amounts due under this Reimbursement Agreement and shall also have the right, but not the obligation, to cure any alleged Failure by the Developer within the same time periods that are provided to the Developer. The election by a Transferee to cure a Failure by the Developer shall constitute a cure by the Developer, but shall not obligate the Transferee to be bound by this Reimbursement Agreement with respect to Developer obligations under this Reimbursement Agreement unless the Transferee agrees to be bound.

- b. Notwithstanding the foregoing, the following are considered Events of Default under this Reimbursement Agreement, subject to any notice and applicable cure period set forth herein:
 - i. The Developer shall fail to pay to the City any monetary sum hereby required of it as and when the same shall become due and payable and shall not cure such default within thirty (30) days after the later of the date on which written notice thereof is given by the City to the Developer, as provided in this Reimbursement Agreement;
 - ii. The Developer shall fail to comply in any material respect with any term, provision or covenant of this Reimbursement Agreement (other than the payment of money to the City), and shall not cure such failure within ninety (90) days after written notice thereof is given by the City to the Developer;
 - iii. The filing by Developer of a voluntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtors, rights;
 - iv. The consent by Developer to an involuntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtor's rights;
 - v. The entering of an order for relief against Developer or the appointment of a receiver, trustee, or custodian for all or a substantial part of the property or assets of Developer in any involuntary proceeding, and the continuation of such order, judgment or degree unstayed for any period of ninety (90) consecutive days;
 - vi. The failure by Developer or any Affiliate to pay impositions, and Assessments on property owned by the Developer and/or any Affiliates within the PID, if such failure is not cured within thirty (30) days, provided, however, Developer or any Affiliate may follow legal procedures to protest or contest their taxable appraised value;

- vii. A Developer event of default under the Development Agreement after expiration of any applicable cure period and following written notice, if such written notice is required under the Development Agreement; or
 - viii. The Developer shall breach any material covenant or default in the performance of any material obligation hereunder, if such breach or default is not cured within thirty (30) days, in the reasonable determination of the City.
 - c. If the City is in Default, the Developer may pursue any legal or equitable remedy or remedies, including, without limitation: (1) seeking a writ of mandamus to compel performance by the City; or (2) seeking specific enforcement of this Reimbursement Agreement.
 - d. If the Developer is in Default, the City may pursue any legal or equitable remedy or remedies, including, without limitation, actual damages, and termination of this Reimbursement Agreement. The City shall not terminate this Reimbursement Agreement unless it delivers to the Developer a second notice expressly providing that the City will terminate within thirty (30) additional days. Termination or non-termination of this Reimbursement Agreement upon a Developer Event of Default shall not prevent the City from suing the Developer for specific performance, actual damages, excluding punitive, special and consequential damages, injunctive relief or other available remedies with respect to obligations that expressly survive termination. In the event the Developer fails to pay any of the expenses or amounts or perform any obligation specified in this Reimbursement Agreement, then to the extent such failure constitutes an Event of Default hereunder, the City may, but shall not be obligated to do so, pay any such amount or perform any such obligations and the amount so paid and the reasonable out of pocket costs incurred by the City in said performance shall be due and payable by the Developer to the City within thirty (30) days after the Developer's receipt of an itemized list of such costs.
 - e. No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity.
 - f. The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.
14. THE DEVELOPER SHALL ASSUME THE DEFENSE OF, AND INDEMNIFY AND HOLD HARMLESS THE CITY'S INSPECTOR, THE CITY EMPLOYEES, OFFICIALS, OFFICERS, REPRESENTATIVE AND AGENTS OF THE CITY AND EACH OF THEM (EACH AN "INDEMNIFIED PARTY") FROM AND AGAINST, ALL

ACTIONS, DAMAGES, CLAIMS, LOSSES OR EXPENSE OF EVERY TYPE AND DESCRIPTION TO WHICH THEY MAY BE SUBJECT OR PUT, BY REASON OF, OR RESULTING FROM THE BREACH OF ANY PROVISIONS OF THIS REIMBURSEMENT AGREEMENT BY THE DEVELOPER, THE DEVELOPER'S NONPAYMENT UNDER CONTRACTS BETWEEN THE DEVELOPER AND ITS CONSULTANTS, ENGINEERS, ADVISORS, CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS IN THE PROVISION OF THE AUTHORIZED IMPROVEMENTS CONSTRUCTED BY DEVELOPER, OR ANY CLAIMS BY PERSONS EMPLOYED BY THE DEVELOPER RELATING TO THE CONSTRUCTION OF SUCH PROJECTS. NOTWITHSTANDING THE FOREGOING, NO INDEMNIFICATION IS GIVEN HEREUNDER FOR ANY ACTION, DAMAGE, CLAIM, LOSS OR EXPENSE DIRECTLY ATTRIBUTABLE TO THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF ANY INDEMNIFIED PARTY. THE CITY DOES NOT WAIVE ITS DEFENSES AND IMMUNITIES, WHETHER GOVERNMENTAL, SOVEREIGN, OFFICIAL OR OTHERWISE AND NOTHING IN THIS REIMBURSEMENT AGREEMENT IS INTENDED TO OR SHALL CONFER ANY RIGHT OR INTEREST IN ANY PERSON NOT A PARTY HERETO.

15. To the extent there is a conflict between this Reimbursement Agreement and an indenture securing Future PID Bonds issued to fund the Reimbursement Obligation or the SAP, the indenture securing such Future PID Bonds or the SAP shall control as the provisions relate to the Assessments.
16. The failure by a Party to insist upon the strict performance of any provision of this Reimbursement Agreement by the other Party, or the failure by a Party to exercise its rights upon a Default by the other Party shall not constitute a waiver of such Party's right to insist and demand strict compliance by such other Party with the provisions of this Reimbursement Agreement.
17. The City does not waive or surrender any of its governmental powers, immunities, or rights except to the extent permitted by law and necessary to allow the Developer to enforce its remedies under this Reimbursement Agreement.
18. Nothing in this Reimbursement Agreement, express or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the City and the Developer and its assigns any rights, remedies, or claims under or by reason of this Reimbursement Agreement, and all covenants, conditions, promises, and agreements in this Reimbursement Agreement shall be for the sole and exclusive benefit of the City and the Developer.

19. The City represents and warrants that this Reimbursement 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 Reimbursement Agreement on behalf of the City has been duly authorized to do so. The Developer represents and warrants that this Reimbursement Agreement has been approved by appropriate action of the Developer, and that the individual executing this Reimbursement Agreement on behalf of the Developer has been duly authorized to do so. Each Party respectively acknowledges and agrees that this Reimbursement 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. This Reimbursement Agreement represents the entire agreement of the Parties and no other agreement, statement or promise made by any Party or any employee, officer or agent of any Party with respect to any matters covered hereby that is not in writing and signed by all the Parties to this Reimbursement Agreement shall be binding. This Reimbursement Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Reimbursement Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Reimbursement Agreement; and (b) the remainder of this Reimbursement Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.
21. This Reimbursement Agreement may be executed in any number of counterparts, each of which shall be deemed an original.
22. The term of this Reimbursement Agreement is the earlier of (i) the expiration of the Assessments as set forth in the SAP and the payment of any amounts from the final year of Assessment Revenue collection, (ii) until the Unpaid Balance is paid in full in accordance herewith, (iii) the issuance of one or more series of PID Bonds to fund, Reimbursement Obligation, as reduced by payments made pursuant to Section 3 herein, or (iv) termination pursuant to an Event of Default under this Reimbursement Agreement or under the Development Agreement, whichever occurs first, subject to the applicable cure period provided herein. If a series of PID Bonds does not fully fund the Reimbursement Obligation as set forth in the Service and Assessment Plan, the remaining amount of the Reimbursement Obligation remains outstanding and subject to annual payments and/or an additional series of Future PID Bonds. Upon an Event of Default under this Reimbursement Agreement or the Development Agreement, the Development Agreement shall not terminate with respect to the costs of the Authorized Improvements that have been previously approved by the City pursuant to a Certification for Payment (as defined in the Development Agreement) prior to the date of default.

23. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Reimbursement 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 Reimbursement Agreement, then the obligations affected by the Force Majeure shall be temporarily suspended. Within fifteen (15) 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. For purposes of this Reimbursement Agreement, "Force Majeure" means any act that (i) materially and adversely affects the affected Party's ability to perform the relevant obligations under this Reimbursement Agreement or delays such affected Party's ability to do so, (ii) is beyond the reasonable control of the affected Party, (iii) is not due to the affected Party's fault or negligence and (iv) could not be avoided, by the Party who suffers it, by the exercise of commercially reasonable efforts. "Force Majeure" shall include: (a) natural phenomena, such as storms, floods, lightning and earthquakes; (b) wars, civil disturbances, revolts, insurrections, terrorism, sabotage and threats of sabotage or terrorism; (c) transportation disasters, whether by ocean, rail, land or air; (d) strikes or other labor disputes that are not due to the breach of any labor agreement by the affected Party; (e) fires; (f) epidemics or pandemics that result in a governmental action that stops or delays construction or halts, impedes or delays the operations of the City; and (g) actions or omissions of a governmental authority (including the actions of the City in its capacity as a governmental authority) that were not caused by, voluntarily induced or promoted by the affected Party (including the submission of incomplete or erroneous information to the City), or brought about by the breach of its obligations under this Reimbursement Agreement or any applicable law or failure to comply with City regulations; provided, however, that under no circumstances shall Force Majeure include any of the following events: (u) changes in market condition; (v) any strike or labor dispute involving the employees of the Developer or any affiliate of the Developer, other than industry or nationwide strikes or labor disputes; or (w) the occurrence of any manpower, material or equipment shortages.
24. Any amounts or remedies due pursuant to this Reimbursement Agreement are not subject to acceleration.
25. Notice of Assignment. Notwithstanding anything to the contrary in this Reimbursement Agreement, the following requirements shall apply in the event that the Developer effectuates a Transfer of its rights to the Unpaid Balance pursuant to Section 7 herein to a Transferee:
- i. within 30 days after the effective date of any such Transfer, the Developer must provide written notice of same to the City;

- ii. the notice must describe the extent to which any rights or benefits under this Reimbursement Agreement have been Transferred;
 - iii. the notice must state the name, mailing address, and telephone contact information of the Transferee;
 - iv. the notice must be signed by a duly authorized person representing the Developer.
26. Statutory Verifications. The Developer makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the “Government Code”), in entering into this Reimbursement Agreement. As used in such verifications, “affiliate” means 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. Liability for breach of any such verification during the term of this Reimbursement Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Reimbursement Agreement, notwithstanding anything in this Reimbursement Agreement to the contrary.

Not a Sanctioned 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, Government Code. The foregoing representation 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.

No Boycott of Israel. 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 Reimbursement Agreement. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Government Code.

No Discrimination Against Firearm Entities. 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 Reimbursement Agreement. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Government Code.

No Boycott of Energy Companies. 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

Reimbursement Agreement. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.

27. Form 1295. The Developer will provide a completed and notarized Form 1295 generated by the Texas Ethics Commission's electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the Texas Ethics Commission (a "Form 1295"), in connection with entry into this Reimbursement Agreement. Upon receipt of the Developer's Form 1295, the City agrees to acknowledge the Developer's Form 1295 through its electronic filing application. The Developer and the City understand and agree that, with the exception of information identifying the City and the contract identification number, the City is not responsible for the information contained in the Developer's Form 1295 and the City has not verified such information.
28. Choice of Law. This Reimbursement Agreement shall be governed by the laws of the State of Texas.
29. Out of State Issuer. This Reimbursement Agreement may not be assigned to an out-of-state issuer of debt and the City shall not participate in any third-party financing relating to the Assessment Revenues received by the Developer pursuant to this Reimbursement Agreement.
30. Standing Letter. If requested by the Texas Attorney General, the Developer will file a standing letter addressing the representations made in Section 25 of this Reimbursement Agreement in a form acceptable to the Texas Attorney General.
31. No Acceleration. No amounts due pursuant to this Reimbursement Agreement shall be subject to acceleration.
32. City Acceptance of Authorized Improvements. Upon approval by the City engineer, if Authorized Improvements and/or private improvements have not been completed and accepted by City Council, the City may accept a bond as security for the completion of the required improvements. The Developer shall provide a letter of credit from a federally insured lending institution or depository before the plat is recorded at the county.

[SIGNATURE PAGES TO FOLLOW]

Executed by Developer and City to be effective on the Effective Date.

ATTEST:

CITY OF KAUFMAN

Jessie Hanks
City Secretary

Jeff Jordan
Mayor

ENCLAVE AT KINGS FORT, INC.
a Delaware corporation

By: _____

Name: _____

Title: _____

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
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	Construction Underway	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
Connector Road	Admin		4/29/2021	County project underway	2,3,5
Northeast Utility Project	Admin/PW		9/17/2021	Phase 1 Constructed	1,2,3,4,5
City Lakes Park/Lower Lake Improvements	Admin/PW		9/23/2021	Working on Cost Estimate and Scope	4
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
Crestview/Royal Reconstruction	Public Works		9/1/2023	NTP January 27, 2025	5
Phillip's Drainage	Public Works		9/1/2023	NTP January 27, 2025	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
Public Works Facility	Admin		7/16/2024	Working on Site Plan	5
WWTP	PW/Admin		7/16/2024	Schneider IGA approved June 2024	2,4,5
TxDOT Property	Admin/EDC		1/30/2024	City closed on the property and working with developer	2,5
Heritage Park	Admin	TBD	1/23/2025	Possible City Park	2,3

Discussion Item Report (DIR)
Completed

DISCUSSION ITEMS REPORT (DIR)
COMPLETED

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

Discussion Item Report (DIR
Completed

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
Fire Department Facility Improvements	Admin/Public Safety			Drainage improvements completed/Doors Painted	1,2,5
E. 1st North	Public Works		9/1/2023	Complete	5
South Pointe	Development Serv		2/3/2021	City recovered the property	2,3,4



DATE: February 5, 2025

TO: Kaufman County

FROM: Teresa Elliott; Project Manager

RE: January 2025 Ridership Report

Demand Reponse	September	October	November	December	January	February	March	April	May	June	July	August	YTD
Total Trips	2,480	2,893	2,361	2,211	2,072								12,017
Days of Service	20	23	19	20	19								101
Avg. Daily Trips	124	126	124	112	112								119
Elderly & Disabled Trips	2,038	2,457	1,979	1,867	1,776								10,117
E&D Percentage	82%	85%	84%	84%	86%								84%

Trips By City	September	October	November	December	January	February	March	April	May	June	July	August	YTD
Crandall	56	102	96	57	49								360
Forney	832	994	769	694	647								3,936
Kaufman	325	392	269	315	302								1,603
Kemp	51	47	30	37	50								215
Mabank	17	35	14	18	14								98
Scurry	15	7	14	5	10								51
Terrell	1,184	1,316	1,169	1,085	1,001								5,755

STARNow	September	October	November	December	January	February	March	April	May	June	July	August	YTD
Total Trips	1,611	1,755	2,001	1,901	1,908								9,176
Days of Service	20	23	19	20	21								103
Avg. Daily Trips	81	76	105	95	91								89
Median Wait Time (mins)	17.96	16.33	13.35	15.83	17.12								16.12

Total Requested Boardings ⓘ	Completed Boardings ⓘ	Avg. Boardings Per Service Hr. ⓘ	Boarding Cancellations ⓘ	Boarding Cancellations (No-Show) ⓘ	Cancellation Percentage ⓘ	Cancellation Percentage (No Show) ⓘ	Total Requests ⓘ	
2527	1908	1.04	603	40	24.01 %	1.59 %	2343	
Completed Requests ⓘ	No Drivers Available Requests ⓘ	Request Cancellations ⓘ	Request Cancellations (No Show) ⓘ	Avg. # of Requests per Rider ⓘ	Avg. Travel Duration ⓘ	Avg. Travel Distance ⓘ	Mean Wait Time ⓘ	Median Wait Time ⓘ
1756	16	571	38	8.48	13.66 min	4.85 mi	31.47 min	17.12 min
Bookings from Admin Panel ⓘ	Bookings from Rider Mobile App ⓘ	Bookings from Rider Web ⓘ	Flag Down Bookings ⓘ	Bookings from IVR ⓘ	Bookings from AI Voice ⓘ	Bookings from AI Chat ⓘ	Avg. # Riders per Request ⓘ	
32.18 %	67.71 %	0 %	0 %	0 %	0.1 %	0 %	1.09	

STARNow Trips By City	September	October	November	December	January	February	March	April	May	June	July	August	YTD
Kaufman	67	72	57	116	82								394
Forney	773	993	1,120	1,145	1,094								5,125
Terrell	670	690	620	624	732								3,336

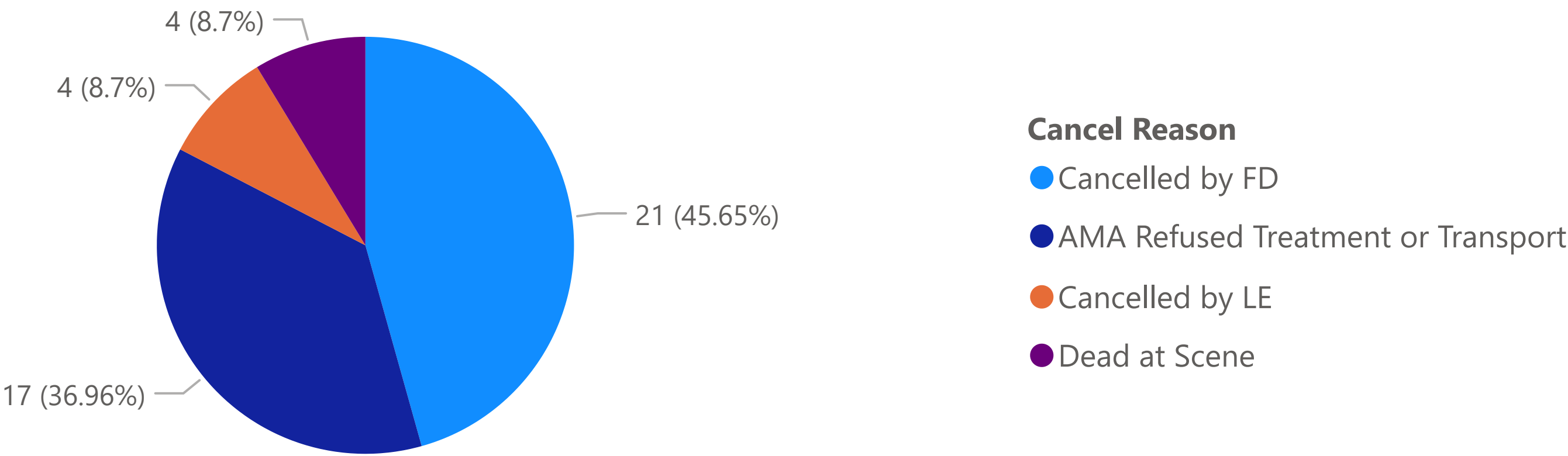
City of Kaufman Compliance



Jan 2025

Priority	# of Requests	# of Transports	# of Exceptions	Compliance %	Capture Rate
City of Kaufman P1	21	16		100%	76%
City of Kaufman P2	95	56	4	96%	59%
City of Kaufman P3	34	17		100%	50%
Total	150	89	4	97%	59%

Cancel Reason



Dropoff Facilities		
Dropoff Fac	Count of Transport	% of Destination
Texas Health Kaufman (KAUF)	66	74%
Children's Medical Ctr (DCMC)	5	6%
Baylor Scott & White - Dallas (DBMC)	4	4%
Dallas Regional Medical Center (MDR1)	4	4%
Baylor Scott & White - Sunnyvale (SUNV)	3	3%
Texas Health Dallas (DPMC)	3	3%
Methodist Dallas Medical Center (DMMC)	2	2%
Medical City Dallas (DMCD)	1	1%
Texas Health Rockwall (RKPH)	1	1%
Total	89	100%

Fractile	
Fractile Bin	Count of Transport
	20
1) <5 minutes	78
2) 5 to 10 Minutes	37
3) 10 to 20 minutes	15
Total	150

Average Response Time

Average Response Time

00:05:53

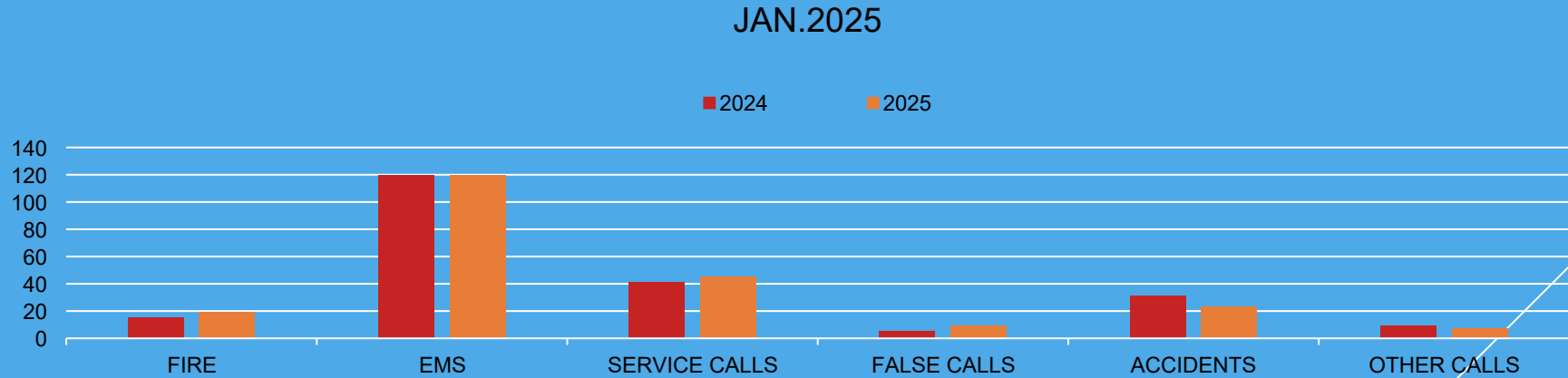


KAUFMAN FIRE DEPARTMENT MONTHLY DASHBOARD REPORT JAN. 2025

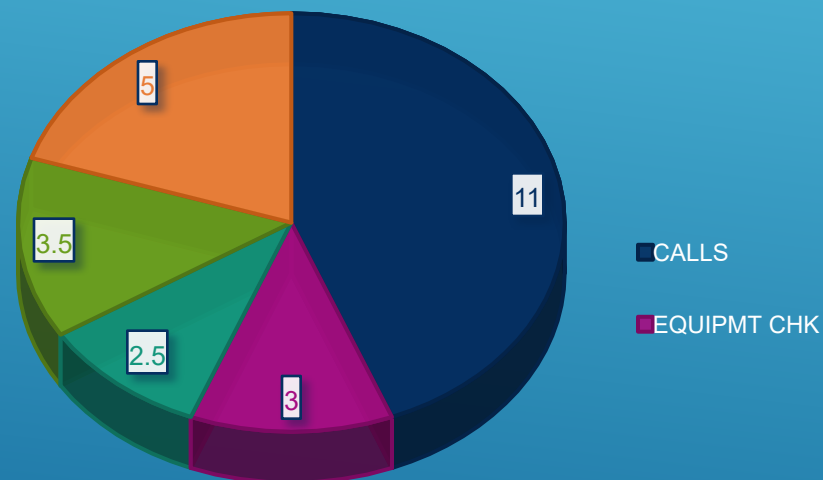
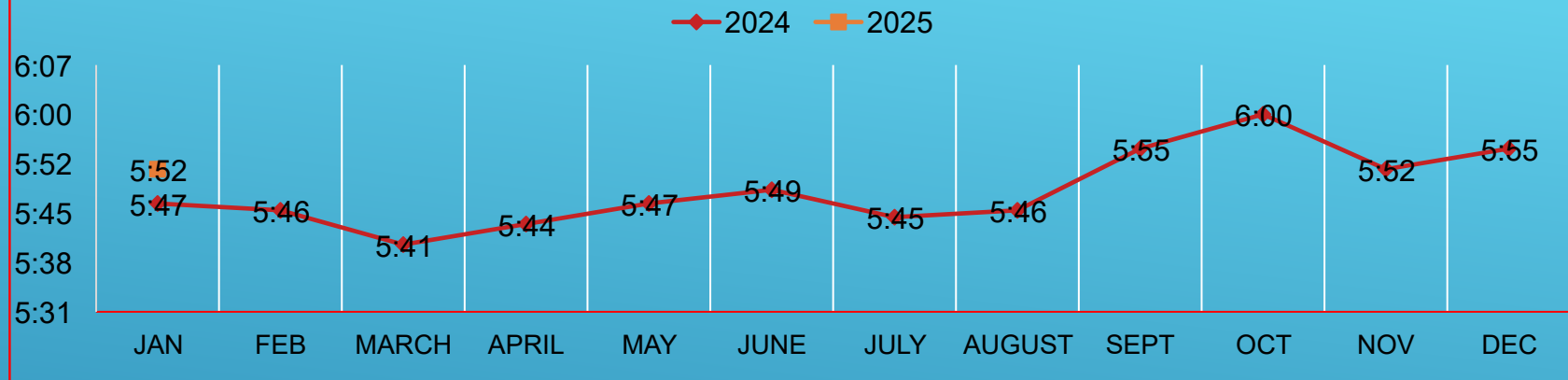




	24-Jan	25-Jan	MONTHLY INCREASE / DECREASE %	FISCAL YTD OCT. 23 TO JAN 24	FISCAL YTD OCT. 24 TO JAN 25	FISCAL YTD INCREASE DECREASE %
FIRE CALLS	15	19	21%	52	81	56%
RESCUE & EMERGENCY MEDICAL SERVICES	120	120	-10%	418	420	0%
HAZARDOUS CONDITIONS	15	17	0%	71	69	-3%
SERVICE /INSP/ GOOD INTENT CALLS	41	45	181%	88	185	52%
FALSE ALARMS & FALSE CALLS	5	9	3%	34	26	-31%
ACCIDENTS	31	23	1%	120	136	12%
OTHER INCIDENTS	9	7%	1%	27	24	-13%
TOTAL CALLS	231	223	18%	810	924	12%



MONTHLY RESPONSE TIMES



SHIFT HOURLY UTILIZATION 43 %

NFPA NATIONAL STANDARDS 25% TO 30% MAXIMUM

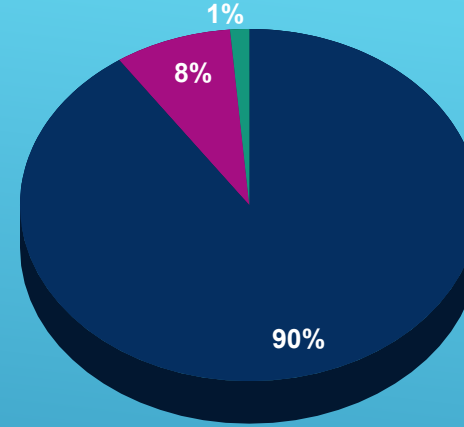
NOVEMBER PREVENTION REVIEW

2 DEVELOPMENT PLANS REVIEWED

CONDUCTED 45 FIRE SAFETY
INSPECTIONS

CONDUCTED FIRE PREVENTION
PRESENTATIONS FOR 200 KIDS AND
CITIZENS

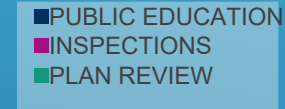
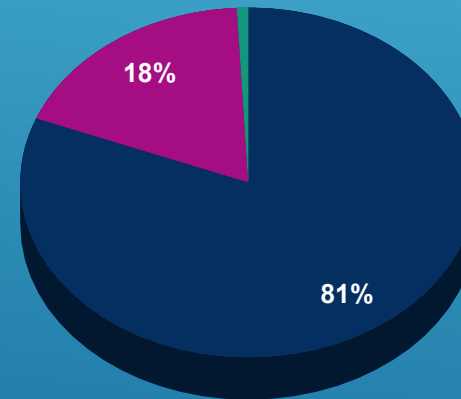
YEARLY 2023



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



DEC. 2024



PERSONNEL CONTINUING EDUCATION

FIRE

Aerial and Ground Ladders, Building Construction and Hose Practices

EMS

Electrical injuries and treatment

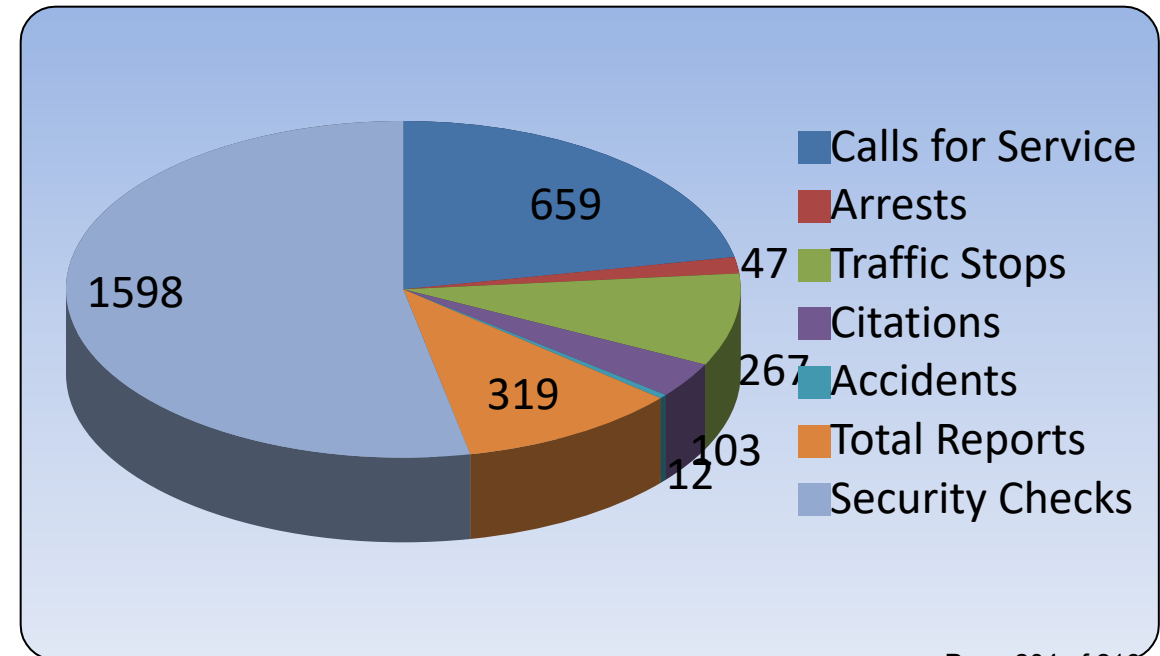
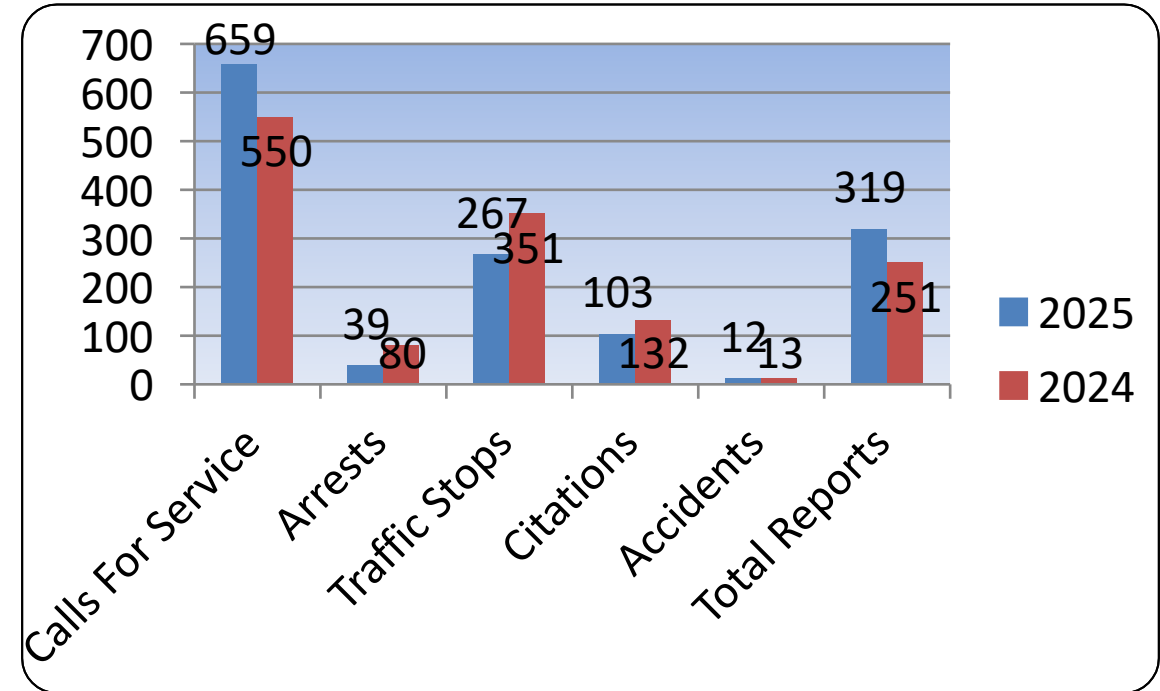


KAUFMAN POLICE DEPARTMENT

PATROL ACTIVITY JANUARY 2025

January 2025, Kaufman Police Department's Patrol Division Activity:

- **659** Calls For Service, Including Accidents
- **12** Traffic Accidents
- Completed **1,598** Homes, Parks, & Business Checks
- Completed **267** Traffic Stops
- Completed **39** Offense Reports
- Completed **280** Incident Reports
- Completed **319** Reports
- Made **47** Arrests
- Average monthly response time to calls is **4:24** minutes.



Community Engagement January 2025

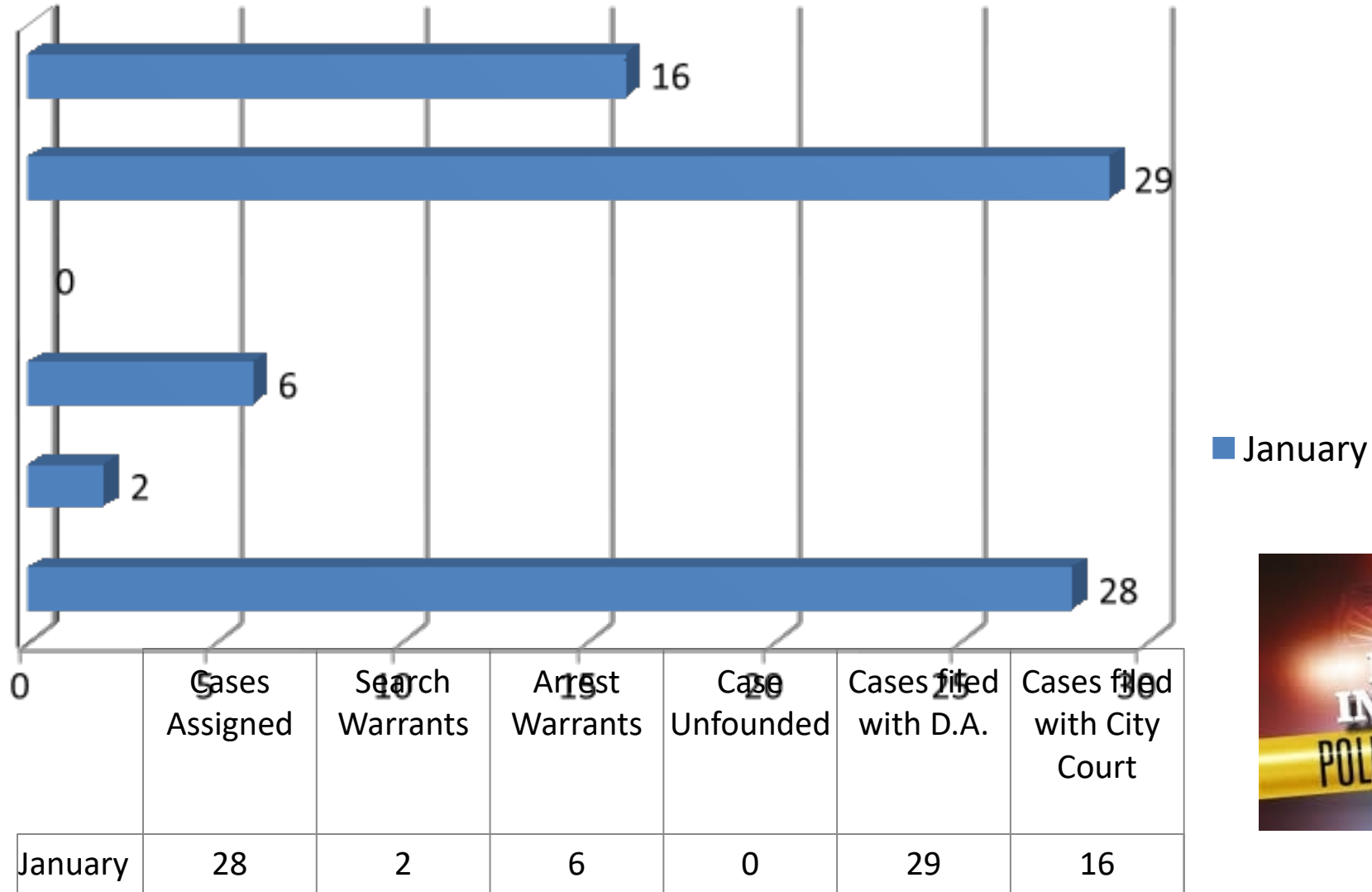


Events attended by Kaufman Police Department employees:

- Chief Edwards and Captain Leftwich attended the Homeless Coalition Action meeting.
- Chief Edwards attended the Lions Club meetings.
- Captain Leftwich attended the MVCPA Grant board meeting in San Antonio.
- Chief Edwards and Captain Leftwich attended public safety meeting about the ZipLine drones from Walmart.
- Chief Edwards and Captain Leftwich attended an agency agreement meeting with KSO.

Training:

- Kaufman Police Department Captain Leftwich, Sergeant Stastny and Sergeant Wagner attended SGR Leadership Conference.
- Officers attended SFST refresher course.

Kaufman Criminal Investigations Division
January 2025



Year to Date Comparison Report

Printed On: 02/10/2025

Beginning Date: 01/01/2025

Ending Date: 02/28/2025

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	4	4	0.45	14	-71.43%
Aggravated Assault	0	0	0.00	4	-100.00%
Intimidation	2	2	0.22	0	-
Simple Assault	2	2	0.22	10	-80.00%
Bribery, Total	0	0	0.00	0	-
Burglary/Breaking and Entering, Total	0	0	0.00	3	-100.00%
Counterfeiting/Forgery, Total	1	0	0.11	1	0.00%
Destruction/Damage/Vandalism of Property, Total	3	0	0.34	9	-66.67%
Drug/Narcotic Offenses, Total	14	14	1.57	56	-75.00%
Drug Equipment Violations	6	6	0.67	14	-57.14%
Drug/Narcotic Violations	8	8	0.90	42	-80.95%
Embezzlement, Total	0	0	0.00	0	-
Extortion/Blackmail, Total	0	0	0.00	0	-
Fraud Offenses, Total	1	1	0.11	2	-50.00%
False Pretense/Swindle/Confidence Game	0	0	0.00	2	-100.00%
Credit Card/Automatic Teller Machine Fraud	0	0	0.00	0	-
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	1	1	0.11	0	-
Gambling Offenses, Total	0	0	0.00	0	-
Betting/Wagering	0	0	0.00	0	-
Operating/Promoting/Assisting Gambling	0	0	0.00	0	-
Sports Tampering	0	0	0.00	0	-



Year to Date Comparison Report

Printed On: 02/10/2025

Beginning Date: 01/01/2025

Ending Date: 02/28/2025

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	7	3	0.78	22	-68.18%
Motor Vehicle Theft, Total	0	0	0.00	1	-100.00%
Pornography/Obscene Material, Total	0	0	0.00	0	-
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	0	0	0.00	0	-
Sex Offenses, Total	0	0	0.00	0	-
Fondling	0	0	0.00	0	-
Rape	0	0	0.00	0	-
Sexual Assault with an Object	0	0	0.00	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	0	0	0.00	2	-100.00%
Weapons Law Violations, Total	1	1	0.11	8	-87.50%
Group A Offense, Total	31	23	3.47	118	-73.73%



Year to Date Comparison Report

Beginning Date: 01/01/2025

Ending Date: 02/28/2025

Printed On: 02/10/2025

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	4	4	0.45	14	-71.43%
Crimes Against Property, Total	12	4	1.34	40	-70.00%
Crimes Against Society, Total	15	15	1.68	64	-76.56%
Officers Killed or Assaulted YTD	0			0	-

January 2025, Kaufman Code Compliance Located or Responded To-

- Total Violations – 111
- Cases Opened/First Notice Sent – 69
- Second Notice of Violation Sent – 4
- Cases Sent To Court – 23
- Cases Closed – 55
- Current Active Cases - 50



January 2025, Kaufman Animal Services Responded To-

- Calls For Service - 39
- Follow-up Calls - 1
- Warnings Issued – 6
- Citations Issued – 0
- Traps Set – 0

Animals Captured

On Calls – 8

On View – 0

Animals Turned Over

To Owner – 0

To Humane Society – 6

Dead Animals Recovered: - 1

Non-Domestic Animals Captured – 0



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
MONTHLY BUILDING REPORT
JANUARY 2025**

	# PERMITS ISSUED	PERMIT FEES	CONSTRUCTION VALUATION
<u>NEW RESIDENTIAL</u>			
Single Family Dwelling	3	\$16,069.56	\$1,033,000.00
Multi-Family			
<u>OTHER RESIDENTIAL</u>			
Residential Alteration / Remodel	10	\$3,431.59	\$187,833.34
Residential Addition			
Electrical	2	\$206.00	\$6,120.00
Mechanical	2	\$206.00	\$11,998.00
Plumbing	9	\$927.00	\$10,800.00
Irrigation	1	\$103.00	\$3,000.00
Fence	6	\$615.00	\$14,483.00
Swimming Pool			
Accessory Structures			
Demolition			
<u>NEW COMMERCIAL</u>			
New Commercial Building			
<u>OTHER COMMERCIAL</u>			
Commercial Alteration / Remodel	4	\$4,982.87	\$357,800.00
Commercial Addition			
Signs	6	\$5,718.02	\$183,500.00
Electrical	1	\$103.00	\$2,500.00
Mechanical	1	\$103.00	\$10,000.00
Plumbing	3	\$309.00	\$4,500.00
Irrigation			
Demolition			
Swimming Pool			
Fence/Screening Wall			
Certificate Of Occupancy	5	\$924.00	
Temporary Use Permit			
TOTALS	53	\$33,698.04	\$1,825,534.34

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 Chamber Banquet	26	27	28	

March 2025						
◀ February						April ▶
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3 Public Works Equipment Roadeo	4 Planning & Zoning Meeting	5	6	7	8
9	10	11 KEDC	12	13	14	15
16	17	18	19	20 Parks & Rec Meeting	21	22
23	24 Regular City Council Meeting	25	26	27	28	29
30	31					

April 2025						
◀ March						May ▶
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1 Planning & Zoning Meeting	2	3	4	5
6	7	8 KEDC	9	10	11	12
13	14 Council Retreat	15 Council Retreat	16	17 Parks & Rec Meeting	18	19
20	21	22	23	24	25	26
27	28 Regular City Council Meeting	29	30			

May 2025						
◀ April						June ▶
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6 Planning & Zoning Meeting	7	8	9	10
11	12	13 KEDC	14	15 Parks & Rec Meeting	16	17
18	19 Regular City Council Meeting	20	21	22	23	24
25	26	27	28	29	30	31