



AGENDA
JOINT MEETING BETWEEN
TAX INCREMENT REINVESTMENT ZONE #1 (TIRZ #1),
TAX INCREMENT REINVESTMENT ZONE #2 (TIRZ #2),
& KAUFMAN CITY COUNCIL MEETING
MONDAY, DECEMBER 14, 2020 - 5:30 PM
CITY HALL COUNCIL CHAMBERS
209 S. WASHINGTON STREET
KAUFMAN, TEXAS 75142
AND VIA VIDEOCONFERENCE/TELECONFERENCE

**This meeting will be held using
videoconferencing/teleconferencing
technology with public access via:
WWW.ZOOM.US/JOIN OR
(888)788-0099 (TOLL FREE)
MEETING/WEBINAR ID: 839 1880 7526
PASSWORD: 708614**

PLEDGE OF ALLEGIANCE

CALL MEETING TO ORDER

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

TIRZ #2: Chairman calls the Meeting to order, states the date and time, state members 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.**

TIRZ #1 ITEMS

1. Consider and take appropriate action to make a recommendation to City Council regarding an agreement between the City and Municap, Inc. to provide administration services for Tax Increment Reinvestment Zone #1 and authorizing the Mayor or his designee to execute the agreement.

2. Consider and take appropriate action to make a recommendation to City Council regarding TIRZ #1 Lift Station Reimbursement Agreement between TIRZ#1, the City of Kaufman, and JWS Land, Ltd., for reimbursement of project expenses related to a lift station as part of the Tractor Supply Corporation development

TIRZ #1 ADJOURNMENT

TIRZ #2 ITEMS

3. Consider and take appropriate action to make a recommendation to City Council regarding an agreement between the City and Municap, Inc. to provide administration services for Tax Increment Reinvestment Zone #2 and authorizing the Mayor or his designee to execute the agreement..

TIRZ #2 ADJOURNMENT

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

CONSENT AGENDA

4. Consider and take appropriate action on the minutes of the November 16, 2020, Regular City Council Meeting.
5. Consider and take appropriate action on designating the Kaufman Herald as the Official Newspaper for the City of Kaufman (2021).
6. Consider and take appropriate action on the **Preliminary Plat of Two Furlong Estates**, a tract of land (Property ID 204390) containing approximately 11 acres and proposing a development of 8 lots, located at the southwestern corner of CR 151 and CR 154 in the City of Kaufman's Extraterritorial Jurisdiction (ETJ). (Case No. PP-04-20)
7. Consider and take appropriate action regarding an agreement between the City and Municap, Inc. to provide administration services for Tax Increment Reinvestment Zone #1 and authorizing the Mayor or his designee to execute the agreement.
8. Consider and take appropriate action regarding an agreement between the City and Municap, Inc. to provide administration services for Tax Increment Reinvestment Zone #2 and authorizing the Mayor or his designee to execute the agreement.

9. Consider and take appropriate action to make a recommendation to City Council regarding TIRZ #1 Lift Station Reimbursement Agreement between TIRZ#1, the City of Kaufman, and JWS Land, Ltd., for reimbursement of project expenses related to a lift station as part of the Tractor Supply Corporation development

END OF CONSENT AGENDA

PUBLIC HEARING

10. Conduct/Continue a public hearing, consider, and take appropriate action on Ordinance O-38-20, an Ordinance of the City of Kaufman, Texas approving an Amended and Restated Service and Assessment Plan and Amended Assessment Roll for authorized improvements for the Kaufman Public Improvement District No. 1 (providing amendments regarding the levy of Phase 1A and 1B assessment to reflect additional lot sizes); providing for severability and providing an effective date
 - a. Presentation.
 - b. PUBLIC HEARING.
 - c. Consider and take appropriate action on Ordinance O-38-20
11. Conduct a public hearing, consider and take appropriate action on Ordinance O-37-20 and an Ordinance of the City amending Ordinance No. O-02-07 and Chapter 118, "Zoning" of the Kaufman Code of Ordinances and the Official Zoning Map of the City to authorize a Specific Use Permit - 43 (SUP-43) to permit a Private Club in Conjunction with a Restaurant with the condition that alcohol consumption occur on premises only, as prescribed by definition no. 171, "Private Clubs", of Subsection 33.5, "Definitions", of Section 33, "Use Regulations", of Chapter IV, "Use Regulations", of the City's Comprehensive Zoning Ordinance, on an approximate 0.459-acre tract of land (Property ID 28604) zoned Commercial "C", such property being generally located at 214 East Mulberry Street, on a portion of Block 41, Kaufman Original Town, City of Kaufman, Kaufman County, Texas; providing for rescission and providing a penalty for violation. (Case No. Z-06-20)
 - a. Presentation.
 - b. PUBLIC HEARING.
 - c. Consider and take appropriate action on Ordinance O-37-20.

PLANNING & ZONING ITEMS

12. Consider and take appropriate action on the Site Plan for 1904 E. Highway 175 (Property ID 56874) for the Kaufman County Adoption Center, an approximate 45-acre tract platted as Lot 1, Law Enforcement Center Addition and zoned Highway Commercial. (Case No. SP-07-20)

DISCUSSION/ACTION ITEMS

13. Consider and take appropriate action on a Boundary Line Agreement and a Right-of-Way License Encroachment and Maintenance Agreement between the City of Kaufman and James Janicek on parcel addressed as 400 N. Washington Street (PID 28407), located in the J.B. Cole Survey, abstract 84, City of Kaufman, Kaufman County Texas for an existing house encroaching 2.8 feet onto the right-of-way of E. Hickory Street; and authorizing the Mayor or his designee to execute necessary documents.
14. Consider and take appropriate action on Ordinance O-36-20, an ordinance of the City of Kaufman, Texas, amending Chapter 70, "Parks and Recreation", of the City's Code of Ordinances to add a new article, Article VII, to be entitled, "Civic Center", to adopt a fee schedule and related policies for rentals of the City of Kaufman Civic Center; and providing an amendment.
15. Consider and take appropriate action on Resolution R-32-20, a resolution of the City of Kaufman, Texas, providing general authority to the City Manager or designee to adopt and administer policies and procedures for rental of the Kaufman Civic Center that all renters must agree to abide by; and providing that such policies and procedures, as adopted and amend, are on file with the Office of the City Secretary.
16. Consider and take appropriate action on Resolution R-33-20, a resolution of the City of Kaufman, Texas prohibiting all gatherings at the Kaufman Civic Center of twenty-five (25) or more people without a health and safety plan for the event or gathering approved by the City Manager or designee, and on file with the Office of the City Secretary.

ANNOUNCEMENTS AND REPORTS FROM CITY MANAGER

17. Receive an update and discussion regarding the following:
 - a. Texas Parks & Wildlife Grant Application Update.
 - b. Transportation Projects Update.

- c. NTMWD Scheduled Water Shut Down Update.
- d. Special City Council Meeting- Thursday, January 7, 2021
- e. First day to file application for a place on the Ballot for the City's General Election, January 13, 2021. Last day to file application - February 12, 2021.
- f. Discussion Item Report (DIR)
- g. STAR Transit Ridership Report- November 2020
- h. Fire Department Monthly Report- November 2020
- i. Monthly Calendars Attached

EXECUTIVE SESSION

- 18. The City Council will recess into Executive Session pursuant to Texas Government Code for an executive session regarding the following:
 - a. Texas Government Code §551.072: Deliberation regarding Real Property, to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person: Kaufman Lake; Borders and Long South Pointe Property
 - b. Texas Government Code §551.071(1) and (2); Consultation with Attorney To consult with City Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act and for Council to seek the advice of its attorney about pending or contemplated litigation: Dannheim development and ETJ regulations

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

- 19. 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, DECEMBER 11, 2020, AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULE TIME OF SAID MEETING.


JESSIE HANKS
CITY SECRETARY



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

****PURSUANT TO SECTION 551.127, TEXAS GOVERNMENT CODE, ONE OR MORE COUNCILMEMBERS OR EMPLOYEES MAY ATTEND THIS MEETING REMOTELY USING VIDEOCONFERENCING TECHNOLOGY. THE VIDEO AND AUDIO FEED OF THE VIDEOCONFERENCING EQUIPMENT CAN BE VIEWED AND HEARD BY THE PUBLIC BY ACCESSING WWW.ZOOM.US/JOIN OR (888)788-0099 (TOLL FREE) MEETING /WEBINAR ID: 839 1880 7526 PASSWORD: 708614**

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: 12/14/2020

Date: 12/8/2020

Item #: 1.

Dept.: Administration

Discussion Item

SUBJECT:

Consider and take appropriate action to make a recommendation to City Council regarding an agreement between the City and Municap, Inc. to provide administration services for Tax Increment Reinvestment Zone #1 and authorizing the Mayor or his designee to execute the agreement.

BACKGROUND:

TIRZ Administration is becoming more sophisticated as we continue to grow. The purpose of this action is to approve the engagement of Municap Services as our TIRZ Administrator for all TIRZ-related functions. All costs associated with this agreement will be paid with TIRZ funds. Services will be provided on a time and material basis with total annual estimated costs of \$7,500 - \$10,000, plus an estimated \$3,000 - \$5,000 for initial setup fees.

Author:
Mike Slye, City Manager

Reviewed:
Mike Slye, City Manager

Cost:

Funds Available:

Source:

Recommendation: Staff recommends approval of the agreement.

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

AGREEMENT FOR TIRZ ADMINISTRATIVE SERVICES

THIS AGREEMENT is made as of the last date shown below by and between MuniCap, Inc. (the “Administrator”), and the City of Kaufman, Texas (the “City”).

WHEREAS, the City has created Tax Increment Reinvestment Zone Number One (“TIRZ 1”); and

WHEREAS, the City will require specialized services related to the administration of TIRZ 1, as more fully set forth in this Agreement; and

WHEREAS, Administrator has expertise to provide those specialized services;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and for good and valuable consideration, the Administrator and the City agree as follows:

1. Following signatures by both parties, this Agreement shall become effective immediately. Capitalized terms not otherwise defined herein shall have the meaning given thereto in the TIRZ 1 related documents. In the event that bonds are not issued, neither party hereto shall have any obligation under this Agreement.

2. In regard to the work and services to be performed:

A. Administrator shall provide financial and administrative services to the City related to the administration of TIRZ 1 as described in Exhibit “A - Administrator’s Scope of Services,” which is attached hereto and incorporated by reference. The City may delete or remove any identified service, without additional charge to City, at City’s sole discretion. Additional services may be requested by City and shall be paid at the rates in Exhibit “B,” which is attached hereto and incorporated herein by reference. Administrator shall perform the services in a good and workmanlike manner and in accordance with the highest professional standards.

B. Administrator shall supply all tools and means necessary to perform those services and produce those work products described in Exhibit “A.”

C. As part of the work and services to be performed, Administrator shall furnish intermediate reports to the City from time to time, when requested, in such form and number as may be required by the City, and shall make such final reports as may be required by the City concerning the work and services performed. At a minimum, the Administrator shall provide reports on not less than a monthly basis, provided in an acceptable electronic format, containing such information as may be mutually agreed between the parties. All documents including, but not limited to, reports, drawings and specifications, provided or furnished by Administrator pursuant to this Agreement are instruments of service, and shall be the property of the City. The City shall have, keep and retain all rights, title and interest in and to all instruments of service, including all ownership, common law, statutory, and other reserved rights, including copyrights, in and to all instruments of service, whether in draft form or final form, which are produced at its request and in furtherance of this Agreement.

D. Should any errors caused by Administrator be found in any services or work products, Administrator will correct those errors, and if the errors are in final services or products, make such corrections at no additional charge, by revising the services and work products as necessary to eliminate the errors.

E. The work and services shall be performed personally by Administrator, and no other person or corporation shall be engaged for the work or services by Administrator, except upon the written approval of the City; provided, however, that this provision shall not apply to arbitrage rebate calculations, secretarial, clerical, and similar incidental services needed by Administrator.

3. Administrator's compensation for all services shall be as provided for in Exhibit "B" attached hereto and incorporated by reference.

4. The City shall provide access to all documents and information reasonably necessary to the performance of Administrator's duties under this Agreement. All such documents shall remain the property of the City. Except as may be necessary for performance of this Agreement, and to the extent not generally known as available to the public, the Administrator shall not use or disclose information concerning the City without prior written consent of the City, unless required by law or court order.

5. Administrator may not disclose information relating to the work and services performed under this Agreement to any person not entitled to receive it. Notwithstanding the foregoing, City, acting through its officials, officers, employees and representatives, shall have full access to all information relating to work and services performed by Administrator under this Agreement.

6. In performance of work and services under this Agreement, Administrator shall act solely as an independent contractor, and nothing contained or implied in this Agreement shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venturers as between the City and Administrator.

7. This Agreement shall terminate on repayment of the bonds or as otherwise provided herein. This Agreement may be terminated without cause effective on 30 days' written notice. Administrator shall be compensated for services rendered up through the effective date of the termination and payment shall be rendered on a pro rata monthly basis based upon the annual payment due under Exhibit "B." Upon termination, Administrator shall immediately turn over to City all books, records, work product and data files associated with its provision of services under this Agreement and work with the new TIRZ administrator or City designee to ensure an efficient transition between administrators.

8. Administrator consents and agrees that City may, on reasonable request, audit the books and records of Administrator pertaining to this Agreement and the services provided hereunder. The City shall be solely responsible for all costs of any such audits unless the audit reveals significant errors in accounting, fraud, embezzlement, in which case Administrator shall pay all reasonable costs and expenses incurred thereby.

9. Administrator shall provide security for the services performed hereunder in the form of professional liability insurance, errors and omissions policies, or bond covering losses in an amount of not less than \$1,000,000. Such security shall be in a form acceptable to City and issued from such companies having a Best rating of B+/VII or better, licensed or approved to transact business in the state of Texas.

10. With respect to claims brought by third parties against either Administrator or the City relating to the services provided hereunder or arising from this Agreement, Administrator will **INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY, ITS DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES AGAINST CLAIMS, DEMANDS OR CAUSES OF ACTION; AND ALL COSTS, LOSSES, LIABILITIES, EXPENSES AND JUDGMENTS INCURRED IN CONNECTION THEREWITH, INCLUDING ATTORNEYS' FEES AND COURT COSTS, BROUGHT BY ANY OF ADMINISTRATOR'S EMPLOYEES OR REPRESENTATIVES, OR BY ANY OTHER THIRD PARTY, BASED UPON, IN CONNECTION WITH, RESULTING FROM, ARISING OUT OF, OR OCCASIONED BY THE ACTS, OMISSIONS OR CONDUCT OF THE ADMINISTRATOR, ITS OFFICERS, AGENTS, OR EMPLOYEES IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT. THIS INDEMNIFICATION, DEFENSE AND HOLD HARMLESS PROVISION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.** Nothing contained in this Agreement shall create a contractual relationship with or duties, obligations or causes of action in favor of any third party against either City or Administrator.

11. Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail and shall be effective upon confirmation of receipt. Mailed notices shall be addressed to the parties at the addresses appearing below, or such other address as given by written notice from one party to the other.

To Administrator:

Abdi Yassin
MuniCap, Inc.
600 E. John Carpenter Freeway, Suite 333
Irving, TX 75062

With a Copy to:

Keenan Rice
MuniCap, Inc.
8965 Guilford Road, Suite 210
Columbia, MD 21046

To City:

City of Kaufman
3003 S. Washington Street
Kaufman, Texas 75088
Attn: City Manager

With a Copy to:

Patricia Adams
Messer, Fort, McDonald
6371 Preston Road, Suite 200
Frisco, Texas 75034

12. This Agreement, including the Exhibits, supersedes any and all agreements, either oral or written, between the parties, and contains all of the covenants and agreements between the parties with respect to the rendering of such services. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied in this Agreement, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement (including any modification to an Exhibit) will be effective if it is in writing and signed by the parties to this Agreement.

13. No consent or waiver, express or implied, by either party to this Agreement, to or of any breach of default by the other in the performance of any obligations under this Agreement shall be deemed or construed to be a consent or waiver to or of any other or future breach or default by such party. Failure on the part of any party to this Agreement to complain of any act or failure to act of the other party or to declare the other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder.

14. Nothing in this Agreement shall be deemed to waive any immunity, sovereign, governmental, official, qualified or otherwise, from liability or suit, which the City may have or assert, except as may be provided by law, all such immunities being hereby expressly retained.

15. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of that or any other provision of this Agreement.

16. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

17. The law of the State of Texas governs the interpretation and enforcement of this Agreement and its attachments. Exclusive jurisdiction and venue of any action arising hereunder shall be in the state courts of proper jurisdiction in Kaufman County, Texas.

18. Neither the Administrator nor the City shall assign, sublet or transfer the interest in this Agreement without the prior written consent of the other.

19. In the event of a conflict between the provisions of this Agreement and Exhibits A and B, the provisions of this Agreement shall control.

Executed by the Administrator this _____ day of _____, 2020;

MuniCap, Inc.

BY: _____

Keenan S. Rice
President

Executed by the City this _____ day of _____, 2020;

City of Kaufman, Texas

BY: _____

Mike Slye
City Manager

Exhibit A

Administrator's Scope of Services

Administrator shall provide services to the City for TIRZ 1 in accordance with this scope of services. There are two sections to this scope of services relating to two general types of administrative services provided. These two sections are as follows: (i) administrative support services related to TIRZ 1 revenues and (ii) compliance monitoring. The specific services to be provided by Administrator are as follows:

I. ADMINISTRATIVE SUPPORT SERVICES RELATED TO TIRZ 1 REVENUES

Administrative and management support services are those services associated with the annual determination of the applicable tax increment amounts pursuant to TIRZ 1 Project Plan and Financing Plan (the “TIRZ Plan”) collected from the property subject thereto (the “TIRZ Revenues”), updating the TIRZ Plan, allocation of TIRZ Revenues, and providing public information.

A. Calculate and Allocate the TIRZ Revenues

This task entails determining the annual TIRZ Revenues collected from each parcel and includes the following sub-tasks:

1. Background Research

This task involves gathering and organizing the information required to form a database necessary to calculate and to allocate the TIRZ Revenues and includes the following:

- a. **Subdivision Research:** Identify parcel subdivisions and any other information relevant to collection of the TIRZ Revenues.
- b. **Assessor's Parcel Research:** Upon publication of property tax roll, review assessor parcel maps to compile a list of the assessor's parcels that will be valid for the collection of the TIRZ Revenues and verify the assessed value of each parcel.
- c. **Database Management:** Prepare database to include all relevant property characteristics for the parcels in TIRZ 1.

2. Calculate and/or Verify the TIRZ Revenues Collected

This task involves calculating and/or verifying the TIRZ Revenues collected and includes the following sub-tasks:

- a. **Preparation of Budget:** Prepare a budget for TIRZ 1 based on TIRZ Revenues collected in the preceding fiscal year on the basis of the TIRZ Plan, as updated from time to time.

- b. **Five-year projection of Parcel valuations:** Project TIRZ 1 revenues on a five-year running basis by evaluating parcel valuations.
- c. **Allocate TIRZ Revenues for authorized uses:** Allocate the TIRZ Revenues collected for authorized uses on the basis of the TIRZ Plan, as updated from time to time.

3. Determine Updates to the Annual Assessment Roll

This task involves determining the updates to the Annual Assessment Roll and making those amendments pursuant to the TIRZ Plan.

4. Update TIRZ Plan

This task involves updating the TIRZ Plan to incorporate changes, if any, to the research, methodology, and assumptions utilized in the preparation of the TIRZ Plan, the TIRZ Revenues collected, and the allocation of the TIRZ Revenues collected from the parcels in TIRZ 1.

B. Administration of Bond Funds

This task involves the review and reconciliation of the account statements for funds and accounts maintained for the TIRZ Revenues, if applicable. The accounts and transactions are checked for accuracy and consistency with the applicable documents.

C. Public Information

This task involves responding to telephone calls from property owners and other interested parties who have questions regarding TIRZ 1. These calls may be related to a tax bill or an inquiry related to the purchase or sale of property. The Administrator shall provide a toll-free phone number for property owners to call with questions. Additionally, this number may be given to people who call the City or County to obtain information about TIRZ 1.

D. Administrative Review

At the request of the City, the Administrator shall review any notice from a property owner alleging an error in the calculation of any matters related to TIRZ 1, and if necessary, meet with the property owner, consider oral and written evidence regarding the alleged error and decide whether, in fact, such a calculation error occurred, and take other corrective action as required to correct the error.

II. DELINQUENCY MANAGEMENT

These services are provided only if there are delinquencies in the payment of TIRZ Revenues.

A. Delinquent TIRZ Revenues Report

After the end of the collection period, the Administrator will prepare a report which lists

each parcel delinquent in the payment of the TIRZ Revenues and the corresponding amount of delinquency, plus penalties.

B. Delinquency Follow-Up

The Administrator will keep the City informed of special circumstances that come to the attention of the Administrator, such as bankruptcies and foreclosures.

III. CONTINUING DISCLOSURE SERVICES

Continuing Disclosure/Annual Report Preparation

1. Annual Report Preparation

The Administrator will prepare or assist the City to prepare an annual report for TIRZ 1 as may be required.

2. Interim Reports

The Administrator will prepare or assist the City to prepare an interim report for TIRZ 1, if requested, or any other work request by the City.

VI. Compliance Monitoring

A. Compliance Monitoring

This task involves maintenance of an audit file and preparation of a report confirming compliance with the provisions of the TIRZ Plan. This task includes the following subtasks:

1. Ownership and Transfer of Public Improvements

Confirm that all public improvements have been transferred to a public entity, once appropriate, as required by the applicable agreement with the developer.

2. No Post-Closing Agreements

Confirm with any relevant parties to confirm that there are no post-closing agreements that give any private business user a special legal entitlement to any public improvement, except for those agreements reviewed by bond counsel.

3. No Disposition of the Public Improvements

Confirm that there have been no sales, leases, or other dispositions of any public improvement, except for dispositions reviewed by bond counsel.

4. No Modifications

Confirm that there have been no modifications to any public improvement, except for those which are in compliance with agreement with the developer providing for the construction of the public improvements or as otherwise approved by bond counsel.

5. Maintenance of Audit File

Maintain an audit file with documentation to verify information related to compliance with the tax certificate.

6. Preparation of Report

Prepare a report to the City each year explaining the efforts of Administrator to verify confirmation of compliance with the TIRZ Plan, documentation in the audit file, and identifying any missing information or requirements of the TIRZ Plan not confirmed.

7. Other Authorized work

Perform any other TIRZ 1 related work requested by the City.

Upon request, and as additional services billed on an hourly basis, Administrator shall provide additional services to assist with matters related to TIRZ 1. The services provided herein do not include conducting due diligence on information provided to or used by Administrator. Administrator will not rely on information it does not believe to be reasonable and valid, but it will not investigate the validity of information unless requested to so as additional work. Administrator's services do not include any services not specified herein or specified at the time additional services are requested, including review of legal, engineering, and land use issues.

Administrator is registered as a "municipal advisor" under Section 15B of the Securities Exchange Act of 1934 and rules and regulations adopted by the Securities Exchange Commission (the "SEC") and the Municipal Securities Rulemaking Board (the "MSRB"). Pursuant to MSRB Rule G-10, Administrator (MuniCap, Inc.) is required to provide Client with the following information.

Administrator has determined, after exercising reasonable diligence, that it has no known material conflicts of interest that would impair its ability to provide advice to Client in accordance with its fiduciary duty to municipal-entity clients and the standard of care required by MSRB Rule G-42(a)(i) concerning obligated person clients. To the extent any material conflicts of interest arise after the date of this agreement, Administrator will provide information concerning any material conflicts of interest in the form of a written supplement to this agreement.

As part of this registration, the Administrator is required to disclose any legal or disciplinary event that is material to the client's evaluation of the Administrator or the integrity of its management or advisory personnel. The Administrator has determined that no such event exists.

Copies of Administrator filings with the SEC are available via the SEC's EDGAR system by searching "Company Filings," which is available via the Internet at: <https://www.sec.gov/edgar/searchedgar/companysearch.html>. Search for "MuniCap" or for

Administrator's CIK number, which is [0001614774](#).

The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

Exhibit B

Administration Services Fee Schedule

I. ADMINISTRATIVE SERVICES RELATED TO THE TIRZ REVENUES

Administrative services, as set forth in Section I of Exhibit A, shall be provided on a time and material basis with total annual estimated costs of \$7,500 to \$10,000, plus an estimate of \$3,000 to \$5,000 for one-time initial set up costs. These costs should decrease once the development is complete. Fees shall be billed based on the number of hours worked at Administrator's prevailing hourly rates, which are currently shown in the fee schedule below for "Additional Work", as agreed by City and Administrator.

II. DELINQUENCY MANAGEMENT

Services related to delinquency management are provided on a time and material basis and are included in the total annual estimates described above in Section I of this Exhibit "B."

III. CONTINUING DISCLOSURE SERVICES

The costs related to the continuing disclosure services are provided on a time and material basis and are included in the total annual estimates described above in Section I of this Exhibit "B."

III. COMPLIANCE MONITORING

The costs related to the accounting services are provided on a time and material basis and are included in the total annual estimates described above in Section I of this Exhibit "B."

REIMBURSABLE EXPENSES

Out of pocket expenses are billed at actual costs without any mark up. Administrator shall receive written approval from the City before incurring any expenses in excess of one-hundred dollars (\$100).

The fees provided for herein may be increased from time to time to reflect increased costs of labor and services; provided however, that in no event shall such increase be made more than one time per year and such increase shall not exceed 10% of the fee charged immediately prior to the increase. Administrator shall provide City with one hundred and twenty (120) days advance written notice of each such increase.

ADDITIONAL WORK

Services or meetings not included in the scope of work set forth in Exhibit "A" to this Agreement are identified as additional work and shall be billed at Administrator's prevailing hourly rates, which currently are as follows:

Title	Hourly Rate
President	\$250
Senior Vice President	225
Vice President	200
Manager	175
Senior Associate	150
Associate	135

Administrator's hourly rates may be adjusted from time to time to reflect increased costs of labor and services.

Administrator shall not provide additional work without City's prior written authorization.

Administrator shall send an invoice to City each month showing the work performed, the person performing the work, the date the work was performed, the amount of the time worked, and the hourly rates for the work. The invoice shall be accompanied by a certificate to the trustee to be signed by the City instructing the trustee to pay the invoice. Within thirty days of receiving the invoice, the City shall forward each correctly billed invoice to the trustee with a signed certificate instructing the trustee to pay the invoice. Administrator's invoices shall be paid solely from available funds of TIRZ 1.

Administrator specifically acknowledges that it shall have no recourse against City for payment of any fees associated with this Agreement other than the funds of TIRZ 1.

TIRZ LIFT STATION REIMBURSEMENT AGREEMENT

This **TIRZ #1 LIFT STATION REIMBURSEMENT AGREEMENT** (“Agreement”) dated as of _____, _____ is made by and between **REINVESTMENT ZONE NUMBER ONE, CITY OF KAUFMAN, TEXAS** (“TIRZ” or “TIRZ #1”), a tax increment reinvestment zone created by the **CITY OF KAUFMAN, TEXAS** (the “City”) pursuant to Chapter 311 of the Texas Tax Code, as amended, acting by and through its governing body, the **TIRZ #1 BOARD OF DIRECTORS** (the “Board”), the City, and **JWS LAND, LTD.**, a Texas Limited Partnership (the “Developer”, which together with the TIRZ, Board and City are sometimes herein each referred to as a “Party” and collectively as the “Parties”).

RECITALS

WHEREAS, the City, by passage of Ordinance No. 0-27-15, created a tax increment financing district titled Reinvestment Zone Number One, City of Kaufman, Texas, consisting of approximately 675 acres of land within the City’s corporate limits (the “Original TIRZ Zone”) and committed to participate by allocating 75% of the property taxes levied and collected by the City from the acres within the Original TIRZ Zone;

WHEREAS, the City subsequently passed Ordinance No. 0-27-16 (as amended, the “TIRZ Ordinance”) that amended Ordinance No. 0-27-15 by adding approximately 355 acres of land (the “Expanded TIRZ Zone”) to the existing Reinvestment Zone Number One to encompass in total approximately 1,030 acres of land, as more fully described in the TIRZ Ordinance (as amended, the “Zone”);

WHEREAS, the City, by passage of the TIRZ Ordinance, amended Ordinance No. 0-27-15 by decreasing the City’s participation rate to 75% of the maintenance and operations portion of property taxes levied and collected by the City, as more fully described in the TIRZ Ordinance; and

WHEREAS, the City subsequently passed Ordinance No. 0-28-16 (as amended, the “TIRZ Project and Financing Plan”) for the Zone; and

WHEREAS, the Parties previously entered into a TIRZ Reimbursement and Development Agreement dated April 24, 2017, regarding the construction of certain public infrastructure improvements (the “Public Improvements TIRZ Agreement”); and

WHEREAS, the Parties subsequently entered into a TIRZ Agreement for Purchase of 4.51 Acres dated December 18, 2017, regarding the sale of certain real property from the Developer to the City (the “TIRZ Purchase Agreement”); and

WHEREAS, the Parties subsequently entered into a TIRZ Residential Development Reimbursement Agreement dated December 18, 2017, regarding the sale of certain real property from the Developer to the City (the “TIRZ Residential Reimbursement Agreement”); and

WHEREAS, the Developer has presented to the Board and City the Plans and Specifications (as defined below) for the construction and installation of a lift station within the

Zone, as more particularly described and/or depicted in **Exhibit “A”** attached hereto and incorporated herein for all purposes (the “Lift Station”); and

WHEREAS, the City and the Board have determined that it is in the best interest of the City to provide funds for the construction and installation of the Lift Station, so long as Lift Station is constructed and installed in accordance with the Plans and Specifications or any approved amendments thereto and subsequently dedicated to the City upon satisfactory completion; and

WHEREAS, the City and the Board have revised and amended the TIRZ Project and Financing Plan to include the Lift Station (as amended, the “Project and Financing Plan”); and

WHEREAS, the Act provides that the TIRZ and the City may enter into agreements as the Board and City consider necessary or convenient to implement the Project and Financing Plan and achieve its purposes; and

WHEREAS, the Developer will construct and install the Lift Station within the TIRZ boundaries in accordance with the Plans and Specifications; and

WHEREAS, the Board has determined that it is in the best interest of the TIRZ and the City and conforms to the Project and Financing Plan to reimburse the Developer in an amount equal to the Reimbursement Amount (as defined below) pursuant to this Agreement.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual promises, covenants, obligations, and benefits herein set forth, the Board, the City and the Developer contract, covenant and agree as follows:

ARTICLE 1 GENERAL TERMS

1.1 Definitions. The terms “Agreement”, “Board”, “City”, “Developer”, “Expanded TIRZ Zone”, “Lift Station”, “Original TIRZ Zone”, “Parties”, “Party”, “Project and Financing Plan”, “Public Improvements TIRZ Agreement”, “TIRZ”, “TIRZ Ordinance”, “TIRZ Project and Financing Plan”, “TIRZ Purchase Agreement”, “TIRZ Residential Reimbursement Agreement”, and “Zone” have the above meanings, and the following terms have the following meanings:

“Act” shall mean the Tax Increment Financing Act, Chapter 311, Texas Tax Code, as amended.

“Administrative Costs” shall mean the actual third party or out-of-pocket costs of the City and the TIRZ for the administration of the TIRZ incurred after January 1, 2015.

“City Contribution” shall mean the amount of revenue in the TIRZ Fund that is attributable to the City Tax Increment contributed to the TIRZ Fund each year, which should equal 75% of the Tax Increment attributable to the City’s maintenance and operations portion of its tax rate.

“Completion” shall mean finished construction and installation by the Developer and acceptance by the City of the Lift Station in accordance with the Plans and Specifications approved by the City.

“County Contribution” shall mean the amount of revenue in the TIRZ Fund that is attributable to the County Tax Increment contributed to the TIRZ each year pursuant to the County Participation Agreement, which should equal 50% of the Tax Increment attributable to the County’s maintenance and operations portion of its tax rate.

“County Participation Agreement” shall mean the agreement between the TIRZ, the City of Kaufman and Kaufman County regarding the County’s participation in the TIRZ, if any.

“Deadline” shall have the meaning assigned in Section 3.1(A) of this Agreement.

“Effective Date” shall mean the date in the first sentence of this Agreement.

“Plans and Specifications” shall mean the designs, plans and specifications for the Lift Station as approved by the City.

“Project Costs” shall mean the costs of all planning, construction and installation work related to the Lift Station, including, but not limited to, all capital costs and other costs paid or incurred by the Developer in financing, planning, managing, designing, constructing, installing and performing all or any portion of the work necessary to construct and install the Lift Station, or any portions thereof, which have been incurred before the date of this Agreement or are incurred on or after the date of this Agreement. Such Project Costs shall be submitted to the City in accordance with the Project and Financing Plan.

“Reimbursement Amount” shall mean the amount to be reimbursed to Developer, which shall be calculated as follows: Developer shall receive an amount equal to the lesser of (a) fifty percent (50%) of all Project Costs attributable to the Lift Station; or (b) Seventy-Two Thousand Five Hundred Dollars (\$72,500.00).

“Report” shall have the meaning assigned in Section 4.2 of this Agreement.

“State” shall mean the State of Texas.

“Tax Increment” means the amount of property taxes levied and collected by a taxing unit each year on the captured appraised value of real property taxable by a taxing unit and located within the TIRZ's boundaries, where the captured appraised value of real property taxable by a taxing unit for a year is the total appraised value of all real property taxable by the taxing unit and located within the TIRZ for that year, less the tax increment base of the taxing unit. The tax increment base of a taxing unit is the total appraised value of all real property taxable by the unit and located in a reinvestment zone for the year in which the zone was designated. For the TIRZ, the base year is 2015.

“TIRZ Fund” means the TIRZ Fund, as established by the City pursuant to the Act, into which the City Contribution and the County Contribution shall be deposited.

1.2 Singular and Plural. Words used herein in the singular, where the context so permits, also include the plural and vice versa. The definitions of words in the singular herein also apply to such words when used in the plural where the context so permits and vice versa.

ARTICLE 2 REPRESENTATIONS

2.1 Representations of TIRZ and City. The TIRZ #1, acting through its Board, and the City hereby represent to the Developer that:

(A) As of the date of this Agreement, the TIRZ #1 and the City are duly authorized, created and existing in good standing under the laws of the State and are duly qualified and authorized to carry on the governmental functions contemplated by this Agreement.

(B) As of the date of this Agreement, the Board and the City have the power, authority and legal right to enter into and perform their obligations set forth in this Agreement and the execution, delivery and performance hereof: (i) have been duly authorized; (ii) will not violate any applicable judgment, order, law or regulation; and (iii) do not constitute a default under, or result in the creation of, any lien, charge, encumbrance or security interest upon any of their assets under any agreement or instrument to which the TIRZ or the City are a party or by which they or their assets, may be bound or affected.

(C) The execution, delivery and performance of this Agreement by the Board and the City does not require the consent or approval of any person or entity which has not been obtained.

2.2 Representations of the Developer. The Developer hereby represents to the TIRZ #1, its Board, and the City that:

(A) The Developer is a Texas limited partnership duly authorized, created and existing in good standing under the laws of the State of Texas.

(B) The Developer has the power, authority and legal right to enter into and perform its obligations set forth in this Agreement, and the execution, delivery and performance hereof: (i) have been duly authorized; (ii) will not, to the best of its knowledge, violate any judgment, order, law or regulation applicable to the Developer; and (iii) do not constitute a default under, or result in the creation of, any lien, charge, encumbrance or security interest upon any assets of the Developer, under any agreement or instrument to which the Developer is a party or by which the Developer or its assets may be bound or affected.

(C) The execution, delivery and performance of this Agreement by the Developer does not require the consent or approval of any person or entity which has not been obtained.

ARTICLE 3
CONSTRUCTION AND INSTALLATION OF THE LIFT STATION

3.1 Construction and Installation of the Lift Station

(A) The Developer agrees to construct and install the Lift Station in conformance with the City of Kaufman ordinances and all other regulatory requirements, the costs of which qualify as Project Costs, which is in accordance with the Act and the Project and Financing Plan. The Developer obtain Completion of the Lift Station on or before December 31, 2021 (the “Completion Deadline”). The Developer must meet the Completion Deadline in order to be eligible for reimbursement under this Agreement.

(B) The Developer shall promptly pay the Project Costs of the Lift Station as they come due and shall provide such security for this obligation as required by City, including without limitation a payment bond, letter of credit or other security.

(C) All Plans and Specifications shall comply with all applicable City codes and ordinances.

(D) It is understood and agreed that the Developer is acting independently of the City, and the City assumes no responsibilities or liabilities in connection with the Developer’s performance to third parties.

ARTICLE 4
REIMBURSEMENT PAYMENT

4.1 Eligible Project Costs. All Project Costs must be an eligible cost under the Act and shall be identified in the Project and Financing Plan, as amended from time to time.

4.2 TIRZ Participation.

(A) Pursuant to the Project and Financing Plan, the Board agrees, subject to the conditions contained in this Agreement, to reimburse the Developer for its actual Project Costs; provided, however, that the Board’s obligation to reimburse the Project Costs of constructing and installing the Lift Station shall be limited to the Reimbursement Amount.

(B) It shall be the obligation of the Board and City to reimburse the Developer the Reimbursement Amount as set forth in this Agreement until the expiration of the Term of this Agreement pursuant to **Section 7.10** hereof.

(C) The Developer shall submit documentation to the Board concerning the expenditure of funds for the Lift Station and concerning the Completion of such Lift Station. Such documentation shall be in a form acceptable to the Parties and shall be certified by the Developer and by engineer certification or by similar method acceptable to the City and the Board.

(D) The Board and City shall reimburse the Developer on or before the first (1st) day of each month during the term of the TIRZ beginning in the year that the revenues in the TIRZ Fund are sufficient to reimburse all or any portion of the Project Costs. For any and all Project Costs not reimbursed to Developer on or before the first (1st) day of each applicable month, interest shall accrue on such unreimbursed amounts at the rate of three percent (3%) per annum. Disbursements from the TIRZ Fund shall be made for the following purposes and in the following order of priority unless otherwise approved by the City and Developer:

FIRST, to reimburse the City for Administrative Costs;

SECOND, to reimburse the Developer under the Public Improvements TIRZ Agreement;

THIRD, to pay the Developer under the TIRZ Purchase Agreement; and

FOURTH, to reimburse the Developer under the TIRZ Residential Reimbursement Agreement; and

FIFTH, to reimburse the Developer the Reimbursement Amount under this Agreement.

The City shall maintain the TIRZ Fund as a segregated account which shall not be commingled with any other funds of the City. The TIRZ Fund shall be invested in the same manner as other municipal funds, and all interest earned shall be part of the TIRZ Fund. Reimbursement under this Agreement shall be made solely from the TIRZ Fund and no other municipal funds shall be used to fulfill the TIRZ Fund obligations under this Agreement.

(E) The City shall prepare and submit an annual report in accordance with the Act (the “Report”) to the Board and to the Developer detailing: (i) the amount due the Developer for Project Costs, and (ii) the amount of funds that are available to make such payment from the TIRZ Fund. The Developer shall review the Report and notify the Board in writing no later than fifteen (15) days from the receipt of the Report of acceptance of the Report or any deficiency found in the Report. The Board, the City and the Developer shall work cooperatively to mutually resolve any discrepancies or deficiencies in the Report within 30 days of receipt of the Report. During such time, the Developer shall be able to provide evidence demonstrating its compliance with this Agreement. If any discrepancy, deficiency or dispute remains after the expiration of the 30 days, the Parties agree to attend mediation within 90 days in an effort to resolve the dispute.

(F) Under no circumstance shall the City or the Board be obligated to reimburse Developer, unless there are funds net of the Administrative Costs in the TIRZ Fund to reimburse the Developer for Project Costs.

(G) If the Developer fails to pay when due any ad valorem taxes owed to the City on any property in the TIRZ that is owned by the Developer, the City shall have the right to offset (or to direct the offset of) the amount of such unpaid ad valorem taxes against any TIRZ Funds payable under this Agreement to the Developer.

(H) Commencing on the Effective Date and continuing until the Developer has received the Reimbursement Amount provided under this Agreement, the City shall not enter into any tax abatement agreements affecting property located within the Zone, described in **Exhibit “B”** and the City and Board shall not approve any project and finance plan, which would create a reimbursement out of TIRZ Fund that has priority over the reimbursement of monies in the TIRZ Fund to the Developer under the terms of this Agreement. Specifically, and without limiting the generality of the foregoing, the following payments, as obligated by the following existing contractual obligations, shall have priority over payment by the Board of all or any portion of the Reimbursement Amount:

- 1) TIRZ Administrative Costs;
- 2) Amounts to be reimbursed under the Public Improvements TIRZ Agreement;
- 3) Amounts to be reimbursed under the TIRZ Purchase Agreement; and
- 4) Amounts to be reimbursed under the TIRZ Residential Reimbursement Agreement.

ARTICLE 5 EVENTS OF DEFAULT

5.1 Events of Default.

(A) A non-performing Party shall be in “Default” under this Agreement if such Party fails to perform any duty or obligation under this Agreement and such failure is not cured within 30 days after written notice from any other Party specifying the nature and the period of existence thereof and what action, if any, the non-defaulting Parties require or propose to require with respect to curing the default (or if the failure is not reasonably capable of being cured within 30 days, the non-performing Party does not begin to cure within such 30-day period and thereafter continuously and diligently complete a cure at the earliest possible time).

(B) An event of default shall occur under this Agreement if any ad valorem taxes owed to the City become delinquent on any portion of the property in the TIRZ that is owned by the Developer. Upon the occurrence of such default, the City shall notify Developer in writing and the Developer shall: (i) have thirty (30) calendar days to cure such default, or (ii) if Developer has diligently pursued cure of the default but such default is not reasonably curable within thirty (30) calendar days, then such extension of time that the City allows as is necessary to cure such default. If the default has not been fully cured by such time, the City shall have the right to offset any amounts due pursuant to Section 4.2(G) herein or to pursue any remedies under Article 6 herein.

ARTICLE 6 REMEDIES ON DEFAULT

6.1 Remedies. If a Party is in Default under this Agreement, the other Parties shall have available all remedies at law or in equity (including, but not limited to, injunctive relief and specific performance) except as follows: no Default shall: (1) relieve the Board from its obligation to verify

Project Costs for completed portions of the Lift Station that are to be reimbursed from the TIRZ Fund; or (2) relieve the City from its obligation to reimburse from the TIRZ Fund the Reimbursement Amount based on actual Project Costs that are verified by the Board, subject to the City's right of offset as described in Section 4.2(G) herein. In no event shall any City be liable for payments due under this Agreement from any municipal fund or revenue source available to City other than the TIRZ Fund.

ARTICLE 7 GENERAL

7.1 Inspections, Audits. The Developer agrees to keep operating records related to construction of the Lift Station and to any particular Project Cost for four (4) years after receiving reimbursement from the TIRZ Fund for any Project Costs associated with the improvement; or as may be required by the TIRZ, the City, or by State and federal law or regulation. The Developer shall allow the City and/or the Board reasonable access to documents and records in the Developer's possession, custody or control that the City and/or the Board deem necessary to assist the City and/or the Board in determining the Developer's compliance with this Agreement

7.2 Personal Liability of Public Officials. To the extent permitted by State law, no director, officer, employee or agent of the TIRZ, Board, or City shall be personally responsible for any liability arising under or growing out of this Agreement.

7.3 Notices. Any notice required or contemplated by this Agreement shall be in writing and shall be deemed given and received: (1) when delivered (with evidence of delivery) by a nationally recognized delivery service (e.g., FedEx or UPS) to the address shown below whether or not signed for by the individual to whose attention the notice is addressed; or (2) three business days after deposited with the US Postal Service, CERTIFIED MAIL, RETURN RECEIPT REQUESTED, for delivery to the address shown below whether or not signed for by the individual to whose attention the notice is addressed.

JWS Land, Ltd.
Attn: Kelly Cannell,
5900 S. Lake Forest, Suite 295
McKinney, Texas 75070
Fax: (469) 213-3001

With copy to:
Chris Zillmer
Abernathy, Roeder, Boyd & Hullett, P.C.
1700 Redbud Blvd., Ste. 300
McKinney, Texas 75069
Fax: (214) 544.4044

City Manager
City of Kaufman
Mike Slye
P.O. Box 1168
Kaufman, Texas 75142
Fax: (972) 932.0307

With copy to:
Patricia Adams
Messer, Fort, and McDonald, PLLC
6371 Preston Road, Suite 200
Frisco, Texas 75034
Patricia@txmunicipallaw.com

Each Party may change its address by written notice in accordance with this Section. Any communication addressed and mailed in accordance with this Section shall be deemed to be given when so mailed, any notice so sent by facsimile transmission shall be deemed to be given when such transmission is sent, and any communication so delivered in person shall be deemed to be given when receipted for by, or actually received by, the addressee.

7.4 Amendments and Waivers. Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and is signed by the TIRZ, the Developer, and the City. No course of dealing on the part of any Party, nor any failure or delay by any Party with respect to exercising any right, power or privilege of a Party under this Agreement shall operate as a waiver thereof, except as otherwise provided in this Section.

7.5 Invalidity. In the event that any of the provisions contained in this Agreement shall be held unenforceable in any respect, such unenforceability shall not affect any other provision of this Agreement.

7.6 Successors and Assigns. All covenants and agreements contained by or on behalf of the TIRZ in this Agreement shall bind its successors and assigns and shall inure to the benefit of the Developer and its successors and assigns. This Agreement and the right to reimbursement set forth herein may be assigned, from time to time and in whole or in part, by the Developer to any person or entity. The assignment must be in writing and must obligate the assignee to be bound by this Agreement. A copy of the assignment shall be given to the City within 30 days after its effective date; however, City consent to the assignment is not required. Upon any such assignment and notice to the City, Developer shall NOT be released from performing the duties or obligations that are assigned and that arise after the effective date or the date that the City receives notice of the assignment, whichever later occurs; further, the Developer is NOT released from any liabilities that arose prior to the effective date or date of notice to the City, whichever later occurs, unless the City and the Board agree. The Developer's rights under this Agreement are a personal obligation and do not constitute a covenant running with the land.

7.7 Exhibits: Titles of Articles, Sections and Subsections. The exhibits attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement shall prevail. All titles or headings are only for the convenience of the Parties and shall not be construed to have any effect or meaning as to the agreement between the Parties hereto. Any reference herein to a Section or Subsection shall be considered a reference to such Section or Subsection of this Agreement unless otherwise stated. Any reference herein to an exhibit shall be considered a reference to the applicable exhibit attached hereto unless otherwise stated.

7.8 Construction. This Agreement is a contract made under and shall be construed in accordance with and governed by the laws of the United States of America and the State of Texas, as such laws are now in effect.

7.9 Entire Agreement. This written agreement represents the final agreement between the Parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the Parties. There are no unwritten oral agreements between the Parties.

7.10 Term. This Agreement shall be in force and effect from the date of execution hereof by the City for a term expiring on the earlier of: (1) the date on which the Reimbursement Amount for all phases is paid to the Developer; or (2) the expiration of the TIRZ on December 31, 2045.

7.11 Venue for Performance or Litigation. This Agreement is performable only in Kaufman County, Texas. Venue for any action affecting this Agreement shall lie in Kaufman County.

7.12 Approval by the Parties. Whenever this Agreement requires or permits approval or consent to be hereafter given by any of the Parties, the Parties agree that such approval or consent shall not be unreasonably withheld, conditioned or delayed.

7.13 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

7.14 Severability and Legal Construction. If a court of competent jurisdiction finds any provision of this Agreement to be invalid, illegal, or unenforceable as to any person or circumstance, such finding shall not render that provision invalid, illegal or unenforceable as to any other persons or circumstances. It is the intention and agreement of the Parties to this Agreement that each such illegal, invalid or unenforceable provision shall be amended by the Parties hereto to the extent necessary to make it legal, valid and enforceable while achieving the same object of such provision, or, if that is not possible, by substituting therefore another provision that is legal, valid and enforceable and achieves the same objectives (or, if such provision cannot be amended or a provision substituted therefore in a manner that is legal, valid and enforceable and achieves the same objectives, then such provision shall be amended or a new provision substituted therefore that achieves as closely as possible the same objectives or economic position as the illegal, invalid, or unenforceable provision.)

[EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed.

TIRZ #1 BOARD:

REINVESTMENT ZONE NUMBER ONE, CITY
OF KAUFMAN, TEXAS

By: _____
Chair

ATTEST:

Secretary

DEVELOPER:

JWS LAND, LTD., a Texas limited partnership

By: J.W. SCHULER, INC., a Texas corporation
Its General Partner

By: _____
Kelly Cannell, Vice President

CITY:

CITY OF KAUFMAN, TEXAS

By: _____
Jeff Jordan, Mayor

ATTEST:

Jessie Hanks, City Secretary

[SEAL]

APPROVED AS TO FORM:

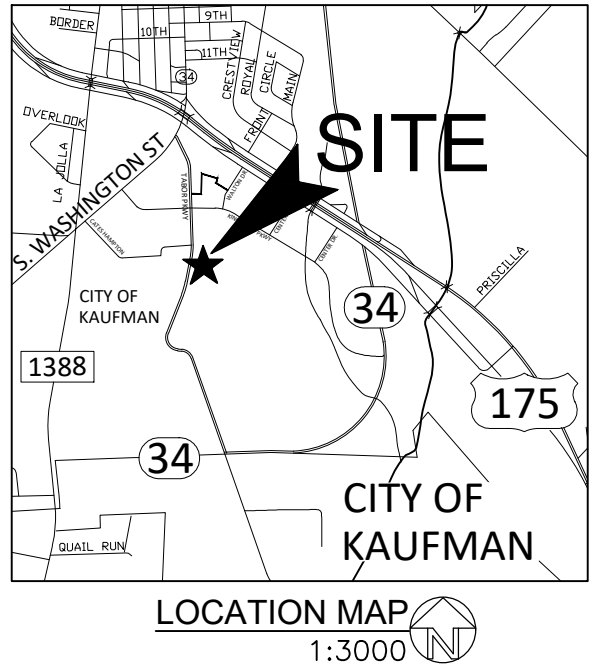
Patricia A. Adams

EXHIBIT “A”
THE LIFT STATION

[INSERT DESCRIPTION AND/OR DEPICTION]

THE ZONE



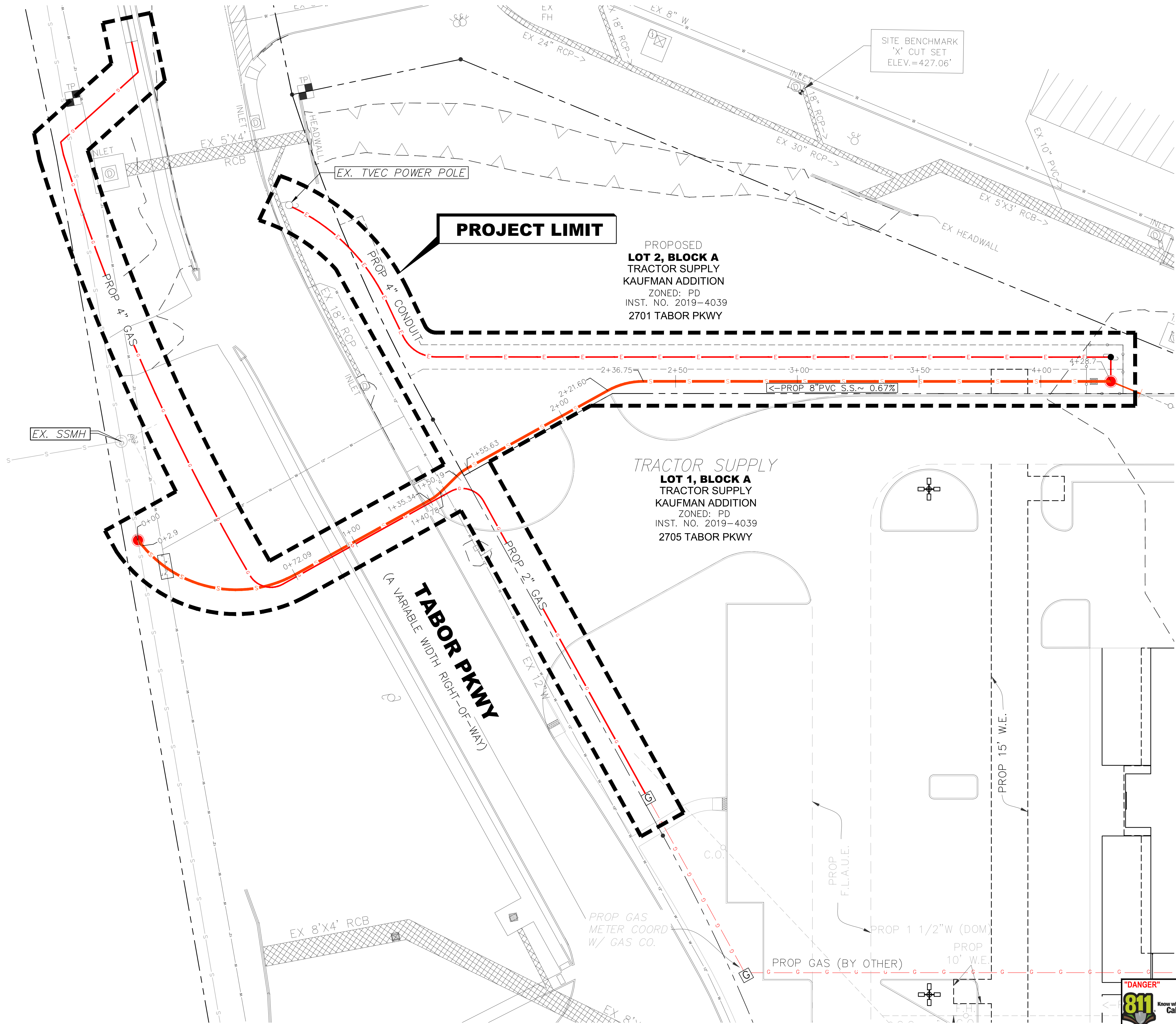


EXISTING	LEGEND	PROPOSED
---	PROPERTY LINE	---
---	PAVEMENT	---
W	WATER LINE	---
S	SAN. SEW. LINE	S
---	TELEPHONE LINE	T
G	GAS LINE	G
CHU	OVERHEAD ELEC. LINE	---
---	UNDERGROUND ELEC. LINE	E
EX 8"x4' RCB	STORM SEWER	SD
⊙	SAN. SEWER MANHOLE	●
⊕	STORM INLET	□ G.I. OR □ C.I.
⊕	WATER VALVE	T
⊕	FIRE HYDRANT	●
⊕	WATER METER	⊕
⊕	GAS METER	⊕
⊕	LIGHT POLE	⊕
⊕	TRANSFORMER	T
---	RETAINING WALL	---
---	GUARD RAIL	---
---	FIRELANE, ACCESS & UTILITY, ESMT	F.L.A.U.E.
---	WATER ESMT	W.E.
---	STEEL CASING PIPE	---

- UTILITY NOTES:
1. 8" & 6" WATER PIPE WILL BE C900 PVC WATER PIPE.
 2. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY'S STANDARDS AND SPECIFICATIONS.
 3. CONTRACTOR SHALL COORDINATE ALL CONNECTIONS TO PUBLIC MAINS WITH THE CITY.
 4. ALL TRENCHING SHALL BE IN ACCORDANCE WITH LATEST OSHA STANDARDS AND SPECIFICATIONS.
 5. BUILDING FIRE MAIN, FIRE RISER AND FIRE DEPARTMENT CONNECTION SHALL BE INSTALLED BY A LICENSED FIRE SPRINKLER CONTRACTOR IN THE STATE OF TEXAS.
 6. CONTRACTOR SHALL CALL FOR UTILITY LOCATES AT LEAST 48 HRS PRIOR TO BEGINNING CONSTRUCTION.
 7. CONTRACTOR SHALL ADJUST ALL UTILITY APPURTENANCES TO FINAL GRADE.
 8. WATER AND SEWER CROSSINGS SHALL BE PER THE LATEST TCEQ REQUIREMENTS.
 9. REFERENCE MEP PLANS FOR EXACT BUILDING ENTRY POINTS FOR UTILITY SERVICES.
 10. CONTRACTOR SHALL NOTIFY ENGINEER OF ANY UTILITY CONFLICTS AS SOON AS POSSIBLE.
 11. CONTRACTOR SHALL COORDINATE ALL INSPECTIONS AND TESTING WITH THE CITY.

BENCHMARK:

"X" CUT SET
ELEV= 427.06'



SANITARY

REVISION		
NO.	DATE	BY
REMARK: REVISION CLOUD MAY NOT APPEAR ON ALL DRAWING SHEETS.		

**SANITARY SEWER
PROJECT LIMIT**

**OWNER/
DEVELOPER**
SCHULER
DEVELOPMENT
2116 N. HASKELL AVENUE
DALLAS, TEXAS 75004
(214) 808-5958

ENGINEER
17819 DAVENPORT ROAD, SUITE 215
(972) 248-9651 FAX (972) 248-9691
TX T.S.P.E. REGISTRATION # F-006974
T.B.P.L.S. FIRM REGISTRATION # 100433
ENGINEER OF RECORD
09.21.20

ASDA ENGINEERING
17819 DAVENPORT ROAD, SUITE 215
(972) 248-9651 FAX (972) 248-9691
TX T.S.P.E. REGISTRATION # F-006974
T.B.P.L.S. FIRM REGISTRATION # 100433
ENGINEER OF RECORD

SCALE: AS SHOWN
DESIGNED: PSS
DRAWN: MP
CHECKED: PSS

PROJECT NO. 22017.KFT

DATE: 09/16/2020

SHEET: **C-1**



Meeting
Date: 12/14/2020

Date: 12/8/2020

Item #: 3.

Dept.: Administration

Discussion Item

SUBJECT:

Consider and take appropriate action to make a recommendation to City Council regarding an agreement between the City and Municap, Inc. to provide administration services for Tax Increment Reinvestment Zone #2 and authorizing the Mayor or his designee to execute the agreement..

BACKGROUND:

TIRZ Administration is becoming more sophisticated as we continue to grow. The purpose of this action is to approve the engagement of Municap Services as our TIRZ Administrator for all TIRZ-related functions. All costs associated with this agreement will be paid with TIRZ funds. Services will be provided on a time and material basis with total annual estimated costs of \$7,500 - \$10,000, plus an estimated \$3,000 - \$5,000 for initial setup fees.

Author:
Mike Slye, City Manager

Reviewed:
Mike Slye, City Manager

Cost:

Funds Available:

Source:

Recommendation: Staff recommends approval of the agreement.

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

AGREEMENT FOR TIRZ ADMINISTRATIVE SERVICES

THIS AGREEMENT is made as of the last date shown below by and between MuniCap, Inc. (the “Administrator”), and the City of Kaufman, Texas (the “City”).

WHEREAS, the City has created Tax Increment Reinvestment Zone Number Two (“TIRZ 2”); and

WHEREAS, the City will require specialized services related to the administration of TIRZ 2, as more fully set forth in this Agreement; and

WHEREAS, Administrator has expertise to provide those specialized services;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and for good and valuable consideration, the Administrator and the City agree as follows:

1. Following signatures by both parties, this Agreement shall become effective immediately. Capitalized terms not otherwise defined herein shall have the meaning given thereto in the TIRZ 2 related documents. In the event that bonds are not issued, neither party hereto shall have any obligation under this Agreement.

2. In regard to the work and services to be performed:

A. Administrator shall provide financial and administrative services to the City related to the administration of TIRZ 2 as described in Exhibit “A - Administrator’s Scope of Services,” which is attached hereto and incorporated by reference. The City may delete or remove any identified service, without additional charge to City, at City’s sole discretion. Additional services may be requested by City and shall be paid at the rates in Exhibit “B,” which is attached hereto and incorporated herein by reference. Administrator shall perform the services in a good and workmanlike manner and in accordance with the highest professional standards.

B. Administrator shall supply all tools and means necessary to perform those services and produce those work products described in Exhibit “A.”

C. As part of the work and services to be performed, Administrator shall furnish intermediate reports to the City from time to time, when requested, in such form and number as may be required by the City, and shall make such final reports as may be required by the City concerning the work and services performed. At a minimum, the Administrator shall provide reports on not less than a monthly basis, provided in an acceptable electronic format, containing such information as may be mutually agreed between the parties. All documents including, but not limited to, reports, drawings and specifications, provided or furnished by Administrator pursuant to this Agreement are instruments of service, and shall be the property of the City. The City shall have, keep and retain all rights, title and interest in and to all instruments of service, including all ownership, common law, statutory, and other reserved rights, including copyrights, in and to all instruments of service, whether in draft form or final form, which are produced at its request and in furtherance of this Agreement.

D. Should any errors caused by Administrator be found in any services or work products, Administrator will correct those errors, and if the errors are in final services or products, make such corrections at no additional charge, by revising the services and work products as necessary to eliminate the errors.

E. The work and services shall be performed personally by Administrator, and no other person or corporation shall be engaged for the work or services by Administrator, except upon the written approval of the City; provided, however, that this provision shall not apply to arbitrage rebate calculations, secretarial, clerical, and similar incidental services needed by Administrator.

3. Administrator's compensation for all services shall be as provided for in Exhibit "B" attached hereto and incorporated by reference.

4. The City shall provide access to all documents and information reasonably necessary to the performance of Administrator's duties under this Agreement. All such documents shall remain the property of the City. Except as may be necessary for performance of this Agreement, and to the extent not generally known as available to the public, the Administrator shall not use or disclose information concerning the City without prior written consent of the City, unless required by law or court order.

5. Administrator may not disclose information relating to the work and services performed under this Agreement to any person not entitled to receive it. Notwithstanding the foregoing, City, acting through its officials, officers, employees and representatives, shall have full access to all information relating to work and services performed by Administrator under this Agreement.

6. In performance of work and services under this Agreement, Administrator shall act solely as an independent contractor, and nothing contained or implied in this Agreement shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venturers as between the City and Administrator.

7. This Agreement shall terminate on repayment of the bonds or as otherwise provided herein. This Agreement may be terminated without cause effective on 30 days' written notice. Administrator shall be compensated for services rendered up through the effective date of the termination and payment shall be rendered on a pro rata monthly basis based upon the annual payment due under Exhibit "B." Upon termination, Administrator shall immediately turn over to City all books, records, work product and data files associated with its provision of services under this Agreement and work with the new TIRZ administrator or City designee to ensure an efficient transition between administrators.

8. Administrator consents and agrees that City may, on reasonable request, audit the books and records of Administrator pertaining to this Agreement and the services provided hereunder. The City shall be solely responsible for all costs of any such audits unless the audit reveals significant errors in accounting, fraud, embezzlement, in which case Administrator shall pay all reasonable costs and expenses incurred thereby.

9. Administrator shall provide security for the services performed hereunder in the

form of professional liability insurance, errors and omissions policies, or bond covering losses in an amount of not less than \$1,000,000. Such security shall be in a form acceptable to City and issued from such companies having a Best rating of B+/VII or better, licensed or approved to transact business in the state of Texas.

10. With respect to claims brought by third parties against either Administrator or the City relating to the services provided hereunder or arising from this Agreement, Administrator will **INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY, ITS DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES AGAINST CLAIMS, DEMANDS OR CAUSES OF ACTION; AND ALL COSTS, LOSSES, LIABILITIES, EXPENSES AND JUDGMENTS INCURRED IN CONNECTION THEREWITH, INCLUDING ATTORNEYS' FEES AND COURT COSTS, BROUGHT BY ANY OF ADMINISTRATOR'S EMPLOYEES OR REPRESENTATIVES, OR BY ANY OTHER THIRD PARTY, BASED UPON, IN CONNECTION WITH, RESULTING FROM, ARISING OUT OF, OR OCCASIONED BY THE ACTS, OMISSIONS OR CONDUCT OF THE ADMINISTRATOR, ITS OFFICERS, AGENTS, OR EMPLOYEES IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT. THIS INDEMNIFICATION, DEFENSE AND HOLD HARMLESS PROVISION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.** Nothing contained in this Agreement shall create a contractual relationship with or duties, obligations or causes of action in favor of any third party against either City or Administrator.

11. Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail and shall be effective upon confirmation of receipt. Mailed notices shall be addressed to the parties at the addresses appearing below, or such other address as given by written notice from one party to the other.

To Administrator:

Abdi Yassin
MuniCap, Inc.
600 E. John Carpenter Freeway, Suite 333
Irving, TX 75062

With a Copy to:

Keenan Rice
MuniCap, Inc.
8965 Guilford Road, Suite 210
Columbia, MD 21046

To City:
City of Kaufman
3003 S. Washington Street
Kaufman, Texas 75088
Attn: City Manager

With a Copy to:

Patricia Adams
Messer, Fort, McDonald
6371 Preston Road, Suite 200
Frisco, Texas 75034

12. This Agreement, including the Exhibits, supersedes any and all agreements, either oral or written, between the parties, and contains all of the covenants and agreements between the parties with respect to the rendering of such services. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied in this Agreement, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement (including any modification to an Exhibit) will be effective if it is in writing and signed by the parties to this Agreement.

13. No consent or waiver, express or implied, by either party to this Agreement, to or of any breach of default by the other in the performance of any obligations under this Agreement shall be deemed or construed to be a consent or waiver to or of any other or future breach or default by such party. Failure on the part of any party to this Agreement to complain of any act or failure to act of the other party or to declare the other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder.

14. Nothing in this Agreement shall be deemed to waive any immunity, sovereign, governmental, official, qualified or otherwise, from liability or suit, which the City may have or assert, except as may be provided by law, all such immunities being hereby expressly retained.

15. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of that or any other provision of this Agreement.

16. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

17. The law of the State of Texas governs the interpretation and enforcement of this Agreement and its attachments. Exclusive jurisdiction and venue of any action arising hereunder shall be in the state courts of proper jurisdiction in Kaufman County, Texas.

18. Neither the Administrator nor the City shall assign, sublet or transfer the interest in this Agreement without the prior written consent of the other.

19. In the event of a conflict between the provisions of this Agreement and Exhibits A and B, the provisions of this Agreement shall control.

Executed by the Administrator this _____ day of _____, 2020;

MuniCap, Inc.

BY: _____
Keenan S. Rice
President

Executed by the City this _____ day of _____, 2020;

City of Kaufman, Texas

BY: _____
Mike Slye
City Manager

Exhibit A

Administrator's Scope of Services

Administrator shall provide services to the City for TIRZ 2 in accordance with this scope of services. There are two sections to this scope of services relating to two general types of administrative services provided. These two sections are as follows: (i) administrative support services related to TIRZ 2 revenues and (ii) compliance monitoring. The specific services to be provided by Administrator are as follows:

I. ADMINISTRATIVE SUPPORT SERVICES RELATED TO TIRZ 2 REVENUES

Administrative and management support services are those services associated with the annual determination of the applicable tax increment amounts pursuant to TIRZ 2 Project Plan and Financing Plan (the "TIRZ Plan") collected from the property subject thereto (the "TIRZ Revenues"), updating the TIRZ Plan, allocation of TIRZ Revenues, and providing public information.

A. Calculate and Allocate the TIRZ Revenues

This task entails determining the annual TIRZ Revenues collected from each parcel and includes the following sub-tasks:

1. Background Research

This task involves gathering and organizing the information required to form a database necessary to calculate and to allocate the TIRZ Revenues and includes the following:

- a. **Subdivision Research:** Identify parcel subdivisions and any other information relevant to collection of the TIRZ Revenues.
- b. **Assessor's Parcel Research:** Upon publication of property tax roll, review assessor parcel maps to compile a list of the assessor's parcels that will be valid for the collection of the TIRZ Revenues and verify the assessed value of each parcel.
- c. **Database Management:** Prepare database to include all relevant property characteristics for the parcels in TIRZ 2.

2. Calculate and/or Verify the TIRZ Revenues Collected

This task involves calculating and/or verifying the TIRZ Revenues collected and includes the following sub-tasks:

- a. **Preparation of Budget:** Prepare a budget for TIRZ 2 based on TIRZ Revenues collected in the preceding fiscal year on the basis of the TIRZ Plan, as updated from time to time.

- b. **Five-year projection of Parcel valuations:** Project TIRZ 2 revenues on a five-year running basis by evaluating parcel valuations.
- c. **Allocate TIRZ Revenues for authorized uses:** Allocate the TIRZ Revenues collected for authorized uses on the basis of the TIRZ Plan, as updated from time to time.

3. Determine Updates to the Annual Assessment Roll

This task involves determining the updates to the Annual Assessment Roll and making those amendments pursuant to the TIRZ Plan.

4. Update TIRZ Plan

This task involves updating the TIRZ Plan to incorporate changes, if any, to the research, methodology, and assumptions utilized in the preparation of the TIRZ Plan, the TIRZ Revenues collected, and the allocation of the TIRZ Revenues collected from the parcels in TIRZ 2.

B. Administration of Bond Funds

This task involves the review and reconciliation of the account statements for funds and accounts maintained for the TIRZ Revenues, if applicable. The accounts and transactions are checked for accuracy and consistency with the applicable documents.

C. Public Information

This task involves responding to telephone calls from property owners and other interested parties who have questions regarding TIRZ 2. These calls may be related to a tax bill or an inquiry related to the purchase or sale of property. The Administrator shall provide a toll-free phone number for property owners to call with questions. Additionally, this number may be given to people who call the City or County to obtain information about TIRZ 2.

D. Administrative Review

At the request of the City, the Administrator shall review any notice from a property owner alleging an error in the calculation of any matters related to TIRZ 2, and if necessary, meet with the property owner, consider oral and written evidence regarding the alleged error and decide whether, in fact, such a calculation error occurred, and take other corrective action as required to correct the error.

II. DELINQUENCY MANAGEMENT

These services are provided only if there are delinquencies in the payment of TIRZ Revenues.

A. Delinquent TIRZ Revenues Report

After the end of the collection period, the Administrator will prepare a report which lists each parcel delinquent in the payment of the TIRZ Revenues and the corresponding amount of delinquency, plus penalties.

B. Delinquency Follow-Up

The Administrator will keep the City informed of special circumstances that come to the attention of the Administrator, such as bankruptcies and foreclosures.

III. CONTINUING DISCLOSURE SERVICES

Continuing Disclosure/Annual Report Preparation

1. Annual Report Preparation

The Administrator will prepare or assist the City to prepare an annual report for TIRZ 2 as may be required.

2. Interim Reports

The Administrator will prepare or assist the City to prepare an interim report for TIRZ 2, if requested, or any other work request by the City.

VI. Compliance Monitoring

A. Compliance Monitoring

This task involves maintenance of an audit file and preparation of a report confirming compliance with the provisions of the TIRZ Plan. This task includes the following subtasks:

1. Ownership and Transfer of Public Improvements

Confirm that all public improvements have been transferred to a public entity, once appropriate, as required by the applicable agreement with the developer.

2. No Post-Closing Agreements

Confirm with any relevant parties to confirm that there are no post-closing agreements that give any private business user a special legal entitlement to any public improvement, except for those agreements reviewed by bond counsel.

3. No Disposition of the Public Improvements

Confirm that there have been no sales, leases, or other dispositions of any public improvement, except for dispositions reviewed by bond counsel.

4. No Modifications

Confirm that there have been no modifications to any public improvement, except for those which are in compliance with agreement with the developer providing for the construction of the public improvements or as otherwise approved by bond counsel.

5. Maintenance of Audit File

Maintain an audit file with documentation to verify information related to compliance with the tax certificate.

6. Preparation of Report

Prepare a report to the City each year explaining the efforts of Administrator to verify confirmation of compliance with the TIRZ Plan, documentation in the audit file, and identifying any missing information or requirements of the TIRZ Plan not confirmed.

7. Other Authorized work

Perform any other TIRZ 2 related work requested by the City.

Upon request, and as additional services billed on an hourly basis, Administrator shall provide additional services to assist with matters related to TIRZ 2. The services provided herein do not include conducting due diligence on information provided to or used by Administrator. Administrator will not rely on information it does not believe to be reasonable and valid, but it will not investigate the validity of information unless requested to do so as additional work. Administrator's services do not include any services not specified herein or specified at the time additional services are requested, including review of legal, engineering, and land use issues.

Administrator is registered as a "municipal advisor" under Section 15B of the Securities Exchange Act of 1934 and rules and regulations adopted by the Securities Exchange Commission (the "SEC") and the Municipal Securities Rulemaking Board (the "MSRB"). Pursuant to MSRB Rule G-10, Administrator (MuniCap, Inc.) is required to provide Client with the following information.

Administrator has determined, after exercising reasonable diligence, that it has no known material conflicts of interest that would impair its ability to provide advice to Client in accordance with its fiduciary duty to municipal-entity clients and the standard of care required by MSRB Rule G-42(a)(i) concerning obligated person clients. To the extent any material conflicts of interest arise after the date of this agreement, Administrator will provide information concerning any material conflicts of interest in the form of a written supplement to this agreement.

As part of this registration, the Administrator is required to disclose any legal or disciplinary event that is material to the client's evaluation of the Administrator or the integrity of its management or advisory personnel. The Administrator has determined that no such event exists.

Copies of Administrator filings with the SEC are available via the SEC's EDGAR system by searching "Company Filings," which is available via the Internet at: <https://www.sec.gov/edgar/searchedgar/companysearch.html>. Search for "MuniCap" or for Administrator's CIK number, which is 0001614774.

The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

Exhibit B

Administration Services Fee Schedule

I. ADMINISTRATIVE SERVICES RELATED TO THE TIRZ REVENUES

Administrative services, as set forth in Section I of Exhibit A, shall be provided on a time and material basis with total annual estimated costs of \$7,500 to \$10,000, plus an estimate of \$3,000 to \$5,000 for one-time initial set up costs. These costs should decrease once the development is complete. Fees shall be billed based on the number of hours worked at Administrator's prevailing hourly rates, which are currently shown in the fee schedule below for "Additional Work", as agreed by City and Administrator.

II. DELINQUENCY MANAGEMENT

Services related to delinquency management are provided on a time and material basis and are included in the total annual estimates described above in Section I of this Exhibit "B."

III. CONTINUING DISCLOSURE SERVICES

The costs related to the continuing disclosure services are provided on a time and material basis and are included in the total annual estimates described above in Section I of this Exhibit "B."

III. COMPLIANCE MONITORING

The costs related to the accounting services are provided on a time and material basis and are included in the total annual estimates described above in Section I of this Exhibit "B."

REIMBURSABLE EXPENSES

Out of pocket expenses are billed at actual costs without any mark up. Administrator shall receive written approval from the City before incurring any expenses in excess of one-hundred dollars (\$100).

The fees provided for herein may be increased from time to time to reflect increased costs of labor and services; provided however, that in no event shall such increase be made more than one time per year and such increase shall not exceed 10% of the fee charged immediately prior to the increase. Administrator shall provide City with one hundred and twenty (120) days advance written notice of each such increase.

ADDITIONAL WORK

Services or meetings not included in the scope of work set forth in Exhibit "A" to this Agreement are identified as additional work and shall be billed at Administrator's prevailing hourly rates, which currently are as follows:

Title	Hourly Rate
President	\$250
Senior Vice President	225
Vice President	200
Manager	175
Senior Associate	150
Associate	135

Administrator's hourly rates may be adjusted from time to time to reflect increased costs of labor and services.

Administrator shall not provide additional work without City's prior written authorization.

Administrator shall send an invoice to City each month showing the work performed, the person performing the work, the date the work was performed, the amount of the time worked, and the hourly rates for the work. The invoice shall be accompanied by a certificate to the trustee to be signed by the City instructing the trustee to pay the invoice. Within thirty days of receiving the invoice, the City shall forward each correctly billed invoice to the trustee with a signed certificate instructing the trustee to pay the invoice. Administrator's invoices shall be paid solely from available funds of TIRZ 2.

Administrator specifically acknowledges that it shall have no recourse against City for payment of any fees associated with this Agreement other than the funds of TIRZ 2.



**MINUTES OF THE
CITY COUNCIL MEETING
MONDAY, NOVEMBER 16, 2020 - 6:00 PM
CITY HALL COUNCIL CHAMBERS
209 S. WASHINGTON STREET
KAUFMAN, TEXAS 75142**

PLEDGE OF ALLEGIANCE

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

Mayor Jordan called the City Council meeting to order at 6:01 PM. Councilmembers present were Patty Patterson, Jeff Jordan, Jeff Council, Charles Gillenwater, Barry Ratcliffe, Carole Aga, and Matt Phillips. Mayor Jordan declared a quorum present. Also present were City Manager Mike Slye, Assistant City Manager Mike Holder, Alternate City Attorney Emily Bowlin, City Secretary Jessie Hanks, Development Services Director Marcy Ratcliff, and Police Chief Dana Whitaker.

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.**

Ben Brashear, 402 W. Pyle St., Kaufman, Texas 75142, gave a COVID-19 update for Kaufman County.

CANVASS GENERAL ELECTION RETURNS

1. Consider and take appropriate action on Ordinance O-34-20, an Ordinance of the City Council of the City of Kaufman, Texas, canvassing returns and declaring results of the Joint General Election between the City of Kaufman ("City") and Kaufman County ("County") held on November 3, 2020, as such returns relate to a General Election to elect three (3) people to serve as Councilmembers of the City of Kaufman, each elected for a term of two (2) years; providing for the incorporation of premises; providing for the confirmation of vote tabulations for the General Election; identifying the officials elected and terms of office; authorizing the issuance of certificates of election; authorizing the issuance of the canvass of the General Election; and providing an effective date.

Councilmember Council made a motion to approve Ordinance O-34-20, canvassing returns and declaring results for the City of Kaufman General Election. The motion was seconded by Mayor Pro-Tem Patterson and passed 7/0.

Mayor Jordan presented Councilmember Gillenwater with a plaque recognizing their appreciation for his service and dedication to the City of Kaufman. Councilmember Gillenwater gave a farewell

speech.

INAUGURATION

2. Judge Burt to administer Oath of Office for newly Elected Officials.

Judge Burt administered the Oaths of Office to Barry Ratcliffe, Jeff Council, and Lisa Parker as the newly Elected Officials.

APPOINTMENTS

3. Consider and take appropriate action on the appointment of Mayor Pro-Tem.

Councilmember Council made a motion to appoint Patty Patterson as Mayor Pro-Tem. The motion was seconded by Councilmember Ratcliffe and passed 7/0.

CONSENT AGENDA

4. Consider and take appropriate action on the minutes from the October 26, 2020, Regular City Council Meeting.
5. Consider and take appropriate action on change order #1 to the contract between the City and Axis Contracting Inc. on the paving, drainage, sanity sewer and water improvements for E. Ninth Street, Main Street and Circle Drive
6. Consider and take appropriate action on the **Preliminary Plat of Prairie Creek Estates, Phase 3 Addition, an approximate** 17.48-acre tract of land (PID 2208 and 184100) located in the 1800 block of Rand Road (FM 1836), City of Kaufman, Texas. (Case No. PP-03-20)
7. Consider and take appropriate action on the **Final Plat of the Steele Addition** located in the Extraterritorial Jurisdiction (ETJ) of the City of Kaufman, an approximate 2.371-acre tract of land (PID 187358) is located in the 4600 Block of Rand Road (FM 1836). (Case No. FP-06-20)

Mayor Pro-Tem Patterson made a motion to approval Consent Agenda items 4 through 7 as presented. The motion was seconded by Councilmember Aga and passed 7/0.

END OF CONSENT AGENDA

PUBLIC HEARING

8. Conduct a public hearing, consider and take appropriate action on Ordinance No. O-32-20, an ordinance of the City of Kaufman, Texas, amending the Future Land Use Map from a single family low density land use to a commercial land use for an approximate 6.33-acre tract of land (PID 5250, 5249, 5252, 5251 and a portion of 9357), such property located at the southwest corner of W. Highway 175 and S. Houston (Case No. MP-01-20). Applicants: Ray and Sandy Rubio
 - a. Presentation

Ms. Ratcliff gave a summary of the comments from the previous meeting. She also briefly presented

the proposed requests. There were discussions about the proposed zoning, and the traffic analysis.

b. PUBLIC HEARING

Mayor Jordan continued the Public Hearing for Ordinance O32-20 and O-33-20 from the October 26, 2020, Regular City Council Meeting at 6:36 p.m.

Ms. Hanks read the following letters into the record:

In opposition:

- Karla Chandler, 1600 Overlook Drive, Kaufman, Texas 75142
- Linda Moore, 1200 Overlook Drive, Kaufman, Texas 75142
- Joy Jones, 1409 Overlook Drive, Kaufman, Texas 75142
- Matt McLaughlin, 1504 Overlook Drive, Kaufman, Texas 75142

In favor:

- Jacque Free, 2104 La Jolla Drive, Kaufman, Texas 75142
- Tracy Nixon, 10000 CR 4028, Kaufman, Texas 75142
- Danny Charles Raiford, 2220 Riverside Drive, Kaufman, Texas 75142
- Dana Long, 400 W. 4th Street, Kaufman, Texas 75142
- Charles Gillenwater, 1A Borders Circle, Kaufman, Texas 75142

Linda Moore, 1200 Overlook Drive, Kaufman, Texas 75142, reiterated explained her reasons for being in opposition of the request. She expressed her concerns regarding the traffic, and the impact the proposed development would have on the neighborhood. She stated her opinions on conducting a Traffic Impact Analysis during the pandemic.

Dr. William Fortner, 4 Climbing Tree Drive, Kaufman, Texas 75142, would like to see this planned development approved to be developed as a commercial property. He stated he believed the traffic from the development wouldn't make a big impact to the neighborhood.

Dianna Elzner, 1104 Overlook Drive, Kaufman, Texas 75142, expressed her concerns for the traffic this development could create.

Doug Douphrate, 2235 Ridge Road, Rockwall, Texas stated he hears the concerns from the member of the public. He stated the Rubio family would be willing to remove the use of a drive thru from the planned development.

Mayor Jordan closed the public hearing at 6:46 p.m.

c. Consider and take appropriate action on Ordinance O-32-20.

Councilmember Council made a motion to approve Ordinance O-32-20 as presented. The motion was seconded by Mayor Pro-Tem Patterson and passed 7/0.

9. Conduct a public hearing, consider and take appropriate action on Ordinance No. O-33-20, an ordinance of the City of Kaufman, Texas, to rezone an approximate 6.33 acre tract of land (PID 5250, 5249, 5252, 5251 and a portion of 9357), such property located at the southwest corner of W. Highway 175 and S. Houston from Single Family Residential-10 (SF-10) to Planned Development (PD) for limited retail, service and commercial uses. (Case No. Z-04-20) Applicants: Ray and Sandy Rubio

- a. Presentation.

This item was discussed with the previous item.

- b. PUBLIC HEARING.

This Public Hearing was conducted at the same time as the previous item.

- c. Consider and take action on Ordinance O-33-20.

Councilmember Phillips made a motion to approve Ordinance O-33-20 as presented. The motion was seconded by Councilmember Ratcliffe and passed 7/0.

10. Conduct a public hearing, consider and take appropriate action on Ordinance O-35-20 an ordinance of the City of Kaufman to rezone an approximate 4.306 acre tract of land (PID 3719), such property located in the 600 block of Rand Road (FM 1836) from Light Industrial (LI) to Planned Development for office, general business, professional office, contractor office and shop, showroom, storage and warehouse facilities, and mini-warehouse uses. (Case No. Z-05-20) Applicant: Wade Hebb

- a. Presentation.

Ms. Ratcliff presented the proposed rezoning case for the property located in the 600 block of Rand Road from Light Industrial to Planned Development. She reviewed the purpose of the request and the proposed development. There were discussions about the proposed materials for the building, the planning and zoning commission recommendation and the proposed uses for the property.

- b. PUBLIC HEARING.

Mayor Jordan opened the Public Hearing at 6:59 p.m.

With no other speakers, Mayor Jordan closed the Public Hearing at 6:59 p.m.

- c. Consider and take action on Ordinance O-35-20.

Councilmember Aga made a motion to approve Ordinance O-35-20 as presented. The motion was seconded by Councilmember Council and passed 7/0

11. Conduct a public hearing, consider, and take appropriate action on Resolution R-30-20, a Resolution of the City of Kaufman, Texas approving an Amended and Restated Service and Assessment Plan and Amended Assessment Roll for authorized improvements for the Kaufman Public Improvement District No. 1; providing for severability and providing an effective date

a. Presentation.

Mr. Slye explained the purpose of the resolution and proposed amendments to the Service and Assessment Plan for the Public Improvement District #1. He briefly reviewed the effects this would have on the current properties and the properties for Phase 1B.

b. PUBLIC HEARING

Mayor Jordan opened the public hearing at 7:00 p.m.

Mr. Slye reviewed the proposed amendments to the Service and Assessment Plan for Public Improvement District No. 1. He stated the assessments for the current lots should go down due to the large lots covering more. Mr. Slye asked the council to continue the public hearing to December 14th due to the newspapers lack of publishing the notice as required.

Pam Sherman, 4061 Three Forks Road, Kaufman, Texas 75142, stated she would appreciate further clarification of the PID and how it works because it is not well explained to the homeowners.

Curtis Smith, 4053 Three Forks Road, Kaufman, Texas 75142, stated Mr. Slye answered most of his questions already but would like the City to address the way the notice is write.

Councilmember Ratcliffe made a motion to continue the Public Hearing and table item 11 to the December 14th Regular City Council Meeting for further discussion. The motion was seconded by Councilmember Aga and passed 7/0

c. Consider and take appropriate action on Resolution R-30-20

APPOINTMENT

12. Consider and take appropriate action on the appointments of three (3) members to serve on the Planning and Zoning Commission for two (2) year terms each through November 2022 and one (1) member to serve for a one (1) year term through November 2021.

Ms. Hanks explained the terms for three (3) Planning and Zoning Commission meetings are expiring and need to be reappointed. She also informed the board about a member who has not been able to attend. She recommended removing him from the board and appointing Darril Deaton to fill the remainder of the term.

Councilmember Phillips made a motion to reappoint of Richard Dunn, Burton Brown, and Patrick Cardoza for two (2) year terms through November 2022, to remove Colton Brantley from the Commission due to attendance and appoint Darril Deaton to fill his vacancy through November 2021. The motion was seconded by Mayor Pro-Tem Patterson and passed 7/0

ANNOUNCEMENTS AND REPORTS FROM CITY MANAGER

13. Receive an update and discussion regarding the following:
 - a. Utility Billing Update.

- b. Election Update
- c. Special Called Meeting
- d. Kaufman Estates Update
- e. Police Department Update.
- f. 4th Quarter Performance Report
- g. Discussion Item Report (DIR)
- h. STAR Transit Ridership Report- October 2020
- i. Careflite Compliance Report- October 2020
- j. Fire Department Monthly Report- October 2020
- k. Monthly Calendars Attached

Mr. Slye updated the Council on the above stated items.

Mr. Slye gave the Council an update of the above stated items.

EXECUTIVE SESSION

Mayor Jordan recessed into executive session at 7:37 p.m.

14. The City Council will recess into Executive Session pursuant to Texas Government Code for an executive session regarding the Section 551.072 (Deliberation Regarding Real Property) and Section 551.087 Deliberation Regarding Economic Development Negotiations as follows:
- a. To deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person (551.072) and To deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1). (Section 551.087(2)) regarding: 54 Acres City Owned Property (South Pointe); sale and acquisition of land and incentives.

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 7:44 p.m.

15. Consider and take appropriate action regarding an economic development incentive agreement between the City of Kaufman and W & R Properties, Inc.; authorizing the Mayor or his designee to execute necessary documents.

Councilmember Aga motion to approve an economic development incentive agreement between the City of Kaufman and W&R Properties, Inc. The motion was seconded by Councilmember Council and

passed 7/0.

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

There were no other actions necessary.

ADJOURNMENT

There being no further business, Mayor Jordan adjourned the meeting at 7:45 p.m.

ATTEST:

**JEFF JORDAN
MAYOR**

**JESSIE HANKS
CITY SECRETARY**



Meeting
Date: 12/14/2020

Date: 11/24/2020

Item #: 5.

Dept.: Administration

Consent Agenda

SUBJECT:

Consider and take appropriate action on designating the Kaufman Herald as the Official Newspaper for the City of Kaufman (2021).

BACKGROUND:

Pursuant to the Kaufman City Charter Section 11.02 the City Council shall declare annually an official newspaper of general circulation in the City. Staff recommends the Kaufman Herald.

Author:
Jessie Hanks, City Secretary

Reviewed:
Mike Slye, City Manager

Cost: \$0.00

Funds Available: N/A

Source: N/A

Recommendation: Staff recommends approval of the designation of the Kaufman Herald as the Official Newspaper for the City of Kaufman (2021).

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



Meeting
Date: 12/14/2020

Date: 12/8/2020

Item #: 6.

Dept.: Development
Services

Action Item

SUBJECT:

Consider and take appropriate action on the **Preliminary Plat of Two Furlong Estates**, a tract of land (Property ID 204390) containing approximately 11 acres and proposing a development of 8 lots, located at the southwestern corner of CR 151 and CR 154 in the City of Kaufman's Extraterritorial Jurisdiction (ETJ). (Case No. PP-04-20)

BACKGROUND:

See the attached Planning and Zoning Commission report dated December 1, 2020.

Author:

Marcy Ratcliff, Development Services Director

Reviewed:

Mike Slye, City Manager

Cost: N/A

Funds Available: N/A

Source: N/A

Recommendation: The Planning and Zoning Commission recommended approval of the Preliminary Plat of Two Furlong Estates, a tract of land (PID 204390) containing 11 acres, on December 1, 2020 by a vote of 6-0.

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



Meeting Date: December 1, 2020

Consent: No

Discussion/Action: Yes

SUBJECT: Consider and make a recommendation to City Council on the Preliminary Plat of Two Furlong Estates, a tract of land (PID 204390) containing 11 acres. The subject property is located at the southwestern corner of CR 151 and CR 154. The proposed development for 8 lots is located in the City of Kaufman's Extraterritorial Jurisdiction (ETJ). (Case No. PP-04-20)

BACKGROUND/PURPOSE:

Block 1, Lots A-H, each containing a little more than the required minimum one-acre lot size for a septic system. The average size of the eight lots is 1.188 acres. Five lots will front on CR 154 and three lots will front on CR 151. A 15-foot utility easement along the front of each lot is required by Trinity Valley Electric Co-Operative.

Trinity Valley Electric Co-Operative will provide electrical service.

Becker-Jiba Special Utility District will provide water service.

THOROUGHFARE PLAN: CR 151 is designated as a Type C Collector Street for the future development of 2-3 lanes and requiring a right-of-way width of 80-100 feet. At this time Kaufman County is requiring the minimum right-of-way width of 80 feet. Therefore, Two Furlong Estates is required to dedicate 40 feet of right-of-way along CR 151 to Kaufman County. CR 154 is a local road that the City of Kaufman requires a minimum right-of-way width of 50 feet. Therefore Two Furlong Estates is required to dedicate 25 feet of right-of-way to Kaufman County.

RECOMMENDATIONS:

Staff recommends approval of the Preliminary Plat of Two Furlong Estates, Lots A-H, Block 1. (Case No PP-04-20)

ATTACHMENTS:

1. Location Map
2. Preliminary Plat of Two Furlong Estates, Lots A-H Block 1.

Marcy Ratcliff
Development Services Director
972-932-2216 ext. 117 Kaufmanplanning@kaufmantx.org

Location Map

Two Furlong Estates





Meeting
Date: 12/14/2020

Date: 11/24/2020

Item #: 7.

Dept.: Administration

Discussion Item

SUBJECT:

Consider and take appropriate action regarding an agreement between the City and Municap, Inc. to provide administration services for Tax Increment Reinvestment Zone #1 and authorizing the Mayor or his designee to execute the agreement.

BACKGROUND:

TIRZ Administration is becoming more sophisticated as we continue to grow. The purpose of this action is to approve the engagement of Municap Services as our TIRZ Administrator for all TIRZ-related functions. All costs associated with this agreement will be paid with TIRZ funds. Services will be provided on a time and material basis with total annual estimated costs of \$7,500 - \$10,000, plus an estimated \$3,000 - \$5,000 for initial setup fees.

Author:
Mike Slye, City Manager

Reviewed:
Mike Slye, City Manager

Cost:

Funds Available:

Source:

Recommendation: Staff recommend approval of the agreements.

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

AGREEMENT FOR TIRZ ADMINISTRATIVE SERVICES

THIS AGREEMENT is made as of the last date shown below by and between MuniCap, Inc. (the “Administrator”), and the City of Kaufman, Texas (the “City”).

WHEREAS, the City has created Tax Increment Reinvestment Zone Number One (“TIRZ 1”); and

WHEREAS, the City will require specialized services related to the administration of TIRZ 1, as more fully set forth in this Agreement; and

WHEREAS, Administrator has expertise to provide those specialized services;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and for good and valuable consideration, the Administrator and the City agree as follows:

1. Following signatures by both parties, this Agreement shall become effective immediately. Capitalized terms not otherwise defined herein shall have the meaning given thereto in the TIRZ 1 related documents. In the event that bonds are not issued, neither party hereto shall have any obligation under this Agreement.

2. In regard to the work and services to be performed:

A. Administrator shall provide financial and administrative services to the City related to the administration of TIRZ 1 as described in Exhibit “A - Administrator’s Scope of Services,” which is attached hereto and incorporated by reference. The City may delete or remove any identified service, without additional charge to City, at City’s sole discretion. Additional services may be requested by City and shall be paid at the rates in Exhibit “B,” which is attached hereto and incorporated herein by reference. Administrator shall perform the services in a good and workmanlike manner and in accordance with the highest professional standards.

B. Administrator shall supply all tools and means necessary to perform those services and produce those work products described in Exhibit “A.”

C. As part of the work and services to be performed, Administrator shall furnish intermediate reports to the City from time to time, when requested, in such form and number as may be required by the City, and shall make such final reports as may be required by the City concerning the work and services performed. At a minimum, the Administrator shall provide reports on not less than a monthly basis, provided in an acceptable electronic format, containing such information as may be mutually agreed between the parties. All documents including, but not limited to, reports, drawings and specifications, provided or furnished by Administrator pursuant to this Agreement are instruments of service, and shall be the property of the City. The City shall have, keep and retain all rights, title and interest in and to all instruments of service, including all ownership, common law, statutory, and other reserved rights, including copyrights, in and to all instruments of service, whether in draft form or final form, which are produced at its request and in furtherance of this Agreement.

D. Should any errors caused by Administrator be found in any services or work products, Administrator will correct those errors, and if the errors are in final services or products, make such corrections at no additional charge, by revising the services and work products as necessary to eliminate the errors.

E. The work and services shall be performed personally by Administrator, and no other person or corporation shall be engaged for the work or services by Administrator, except upon the written approval of the City; provided, however, that this provision shall not apply to arbitrage rebate calculations, secretarial, clerical, and similar incidental services needed by Administrator.

3. Administrator's compensation for all services shall be as provided for in Exhibit "B" attached hereto and incorporated by reference.

4. The City shall provide access to all documents and information reasonably necessary to the performance of Administrator's duties under this Agreement. All such documents shall remain the property of the City. Except as may be necessary for performance of this Agreement, and to the extent not generally known as available to the public, the Administrator shall not use or disclose information concerning the City without prior written consent of the City, unless required by law or court order.

5. Administrator may not disclose information relating to the work and services performed under this Agreement to any person not entitled to receive it. Notwithstanding the foregoing, City, acting through its officials, officers, employees and representatives, shall have full access to all information relating to work and services performed by Administrator under this Agreement.

6. In performance of work and services under this Agreement, Administrator shall act solely as an independent contractor, and nothing contained or implied in this Agreement shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venturers as between the City and Administrator.

7. This Agreement shall terminate on repayment of the bonds or as otherwise provided herein. This Agreement may be terminated without cause effective on 30 days' written notice. Administrator shall be compensated for services rendered up through the effective date of the termination and payment shall be rendered on a pro rata monthly basis based upon the annual payment due under Exhibit "B." Upon termination, Administrator shall immediately turn over to City all books, records, work product and data files associated with its provision of services under this Agreement and work with the new TIRZ administrator or City designee to ensure an efficient transition between administrators.

8. Administrator consents and agrees that City may, on reasonable request, audit the books and records of Administrator pertaining to this Agreement and the services provided hereunder. The City shall be solely responsible for all costs of any such audits unless the audit reveals significant errors in accounting, fraud, embezzlement, in which case Administrator shall pay all reasonable costs and expenses incurred thereby.

9. Administrator shall provide security for the services performed hereunder in the form of professional liability insurance, errors and omissions policies, or bond covering losses in an amount of not less than \$1,000,000. Such security shall be in a form acceptable to City and issued from such companies having a Best rating of B+/VII or better, licensed or approved to transact business in the state of Texas.

10. With respect to claims brought by third parties against either Administrator or the City relating to the services provided hereunder or arising from this Agreement, Administrator will **INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY, ITS DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES AGAINST CLAIMS, DEMANDS OR CAUSES OF ACTION; AND ALL COSTS, LOSSES, LIABILITIES, EXPENSES AND JUDGMENTS INCURRED IN CONNECTION THEREWITH, INCLUDING ATTORNEYS' FEES AND COURT COSTS, BROUGHT BY ANY OF ADMINISTRATOR'S EMPLOYEES OR REPRESENTATIVES, OR BY ANY OTHER THIRD PARTY, BASED UPON, IN CONNECTION WITH, RESULTING FROM, ARISING OUT OF, OR OCCASIONED BY THE ACTS, OMISSIONS OR CONDUCT OF THE ADMINISTRATOR, ITS OFFICERS, AGENTS, OR EMPLOYEES IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT. THIS INDEMNIFICATION, DEFENSE AND HOLD HARMLESS PROVISION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.** Nothing contained in this Agreement shall create a contractual relationship with or duties, obligations or causes of action in favor of any third party against either City or Administrator.

11. Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail and shall be effective upon confirmation of receipt. Mailed notices shall be addressed to the parties at the addresses appearing below, or such other address as given by written notice from one party to the other.

To Administrator:

Abdi Yassin
MuniCap, Inc.
600 E. John Carpenter Freeway, Suite 333
Irving, TX 75062

With a Copy to:

Keenan Rice
MuniCap, Inc.
8965 Guilford Road, Suite 210
Columbia, MD 21046

To City:

City of Kaufman
3003 S. Washington Street
Kaufman, Texas 75088
Attn: City Manager

With a Copy to:

Patricia Adams
Messer, Fort, McDonald
6371 Preston Road, Suite 200
Frisco, Texas 75034

12. This Agreement, including the Exhibits, supersedes any and all agreements, either oral or written, between the parties, and contains all of the covenants and agreements between the parties with respect to the rendering of such services. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied in this Agreement, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement (including any modification to an Exhibit) will be effective if it is in writing and signed by the parties to this Agreement.

13. No consent or waiver, express or implied, by either party to this Agreement, to or of any breach of default by the other in the performance of any obligations under this Agreement shall be deemed or construed to be a consent or waiver to or of any other or future breach or default by such party. Failure on the part of any party to this Agreement to complain of any act or failure to act of the other party or to declare the other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder.

14. Nothing in this Agreement shall be deemed to waive any immunity, sovereign, governmental, official, qualified or otherwise, from liability or suit, which the City may have or assert, except as may be provided by law, all such immunities being hereby expressly retained.

15. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of that or any other provision of this Agreement.

16. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

17. The law of the State of Texas governs the interpretation and enforcement of this Agreement and its attachments. Exclusive jurisdiction and venue of any action arising hereunder shall be in the state courts of proper jurisdiction in Kaufman County, Texas.

18. Neither the Administrator nor the City shall assign, sublet or transfer the interest in this Agreement without the prior written consent of the other.

19. In the event of a conflict between the provisions of this Agreement and Exhibits A and B, the provisions of this Agreement shall control.

Executed by the Administrator this _____ day of _____, 2020;

MuniCap, Inc.

BY: _____

Keenan S. Rice
President

Executed by the City this _____ day of _____, 2020;

City of Kaufman, Texas

BY: _____

Mike Slye
City Manager

Exhibit A

Administrator's Scope of Services

Administrator shall provide services to the City for TIRZ 1 in accordance with this scope of services. There are two sections to this scope of services relating to two general types of administrative services provided. These two sections are as follows: (i) administrative support services related to TIRZ 1 revenues and (ii) compliance monitoring. The specific services to be provided by Administrator are as follows:

I. ADMINISTRATIVE SUPPORT SERVICES RELATED TO TIRZ 1 REVENUES

Administrative and management support services are those services associated with the annual determination of the applicable tax increment amounts pursuant to TIRZ 1 Project Plan and Financing Plan (the “TIRZ Plan”) collected from the property subject thereto (the “TIRZ Revenues”), updating the TIRZ Plan, allocation of TIRZ Revenues, and providing public information.

A. Calculate and Allocate the TIRZ Revenues

This task entails determining the annual TIRZ Revenues collected from each parcel and includes the following sub-tasks:

1. Background Research

This task involves gathering and organizing the information required to form a database necessary to calculate and to allocate the TIRZ Revenues and includes the following:

- a. **Subdivision Research:** Identify parcel subdivisions and any other information relevant to collection of the TIRZ Revenues.
- b. **Assessor's Parcel Research:** Upon publication of property tax roll, review assessor parcel maps to compile a list of the assessor's parcels that will be valid for the collection of the TIRZ Revenues and verify the assessed value of each parcel.
- c. **Database Management:** Prepare database to include all relevant property characteristics for the parcels in TIRZ 1.

2. Calculate and/or Verify the TIRZ Revenues Collected

This task involves calculating and/or verifying the TIRZ Revenues collected and includes the following sub-tasks:

- a. **Preparation of Budget:** Prepare a budget for TIRZ 1 based on TIRZ Revenues collected in the preceding fiscal year on the basis of the TIRZ Plan, as updated from time to time.

- b. **Five-year projection of Parcel valuations:** Project TIRZ 1 revenues on a five-year running basis by evaluating parcel valuations.
- c. **Allocate TIRZ Revenues for authorized uses:** Allocate the TIRZ Revenues collected for authorized uses on the basis of the TIRZ Plan, as updated from time to time.

3. Determine Updates to the Annual Assessment Roll

This task involves determining the updates to the Annual Assessment Roll and making those amendments pursuant to the TIRZ Plan.

4. Update TIRZ Plan

This task involves updating the TIRZ Plan to incorporate changes, if any, to the research, methodology, and assumptions utilized in the preparation of the TIRZ Plan, the TIRZ Revenues collected, and the allocation of the TIRZ Revenues collected from the parcels in TIRZ 1.

B. Administration of Bond Funds

This task involves the review and reconciliation of the account statements for funds and accounts maintained for the TIRZ Revenues, if applicable. The accounts and transactions are checked for accuracy and consistency with the applicable documents.

C. Public Information

This task involves responding to telephone calls from property owners and other interested parties who have questions regarding TIRZ 1. These calls may be related to a tax bill or an inquiry related to the purchase or sale of property. The Administrator shall provide a toll-free phone number for property owners to call with questions. Additionally, this number may be given to people who call the City or County to obtain information about TIRZ 1.

D. Administrative Review

At the request of the City, the Administrator shall review any notice from a property owner alleging an error in the calculation of any matters related to TIRZ 1, and if necessary, meet with the property owner, consider oral and written evidence regarding the alleged error and decide whether, in fact, such a calculation error occurred, and take other corrective action as required to correct the error.

II. DELINQUENCY MANAGEMENT

These services are provided only if there are delinquencies in the payment of TIRZ Revenues.

A. Delinquent TIRZ Revenues Report

After the end of the collection period, the Administrator will prepare a report which lists

each parcel delinquent in the payment of the TIRZ Revenues and the corresponding amount of delinquency, plus penalties.

B. Delinquency Follow-Up

The Administrator will keep the City informed of special circumstances that come to the attention of the Administrator, such as bankruptcies and foreclosures.

III. CONTINUING DISCLOSURE SERVICES

Continuing Disclosure/Annual Report Preparation

1. Annual Report Preparation

The Administrator will prepare or assist the City to prepare an annual report for TIRZ 1 as may be required.

2. Interim Reports

The Administrator will prepare or assist the City to prepare an interim report for TIRZ 1, if requested, or any other work request by the City.

VI. Compliance Monitoring

A. Compliance Monitoring

This task involves maintenance of an audit file and preparation of a report confirming compliance with the provisions of the TIRZ Plan. This task includes the following subtasks:

1. Ownership and Transfer of Public Improvements

Confirm that all public improvements have been transferred to a public entity, once appropriate, as required by the applicable agreement with the developer.

2. No Post-Closing Agreements

Confirm with any relevant parties to confirm that there are no post-closing agreements that give any private business user a special legal entitlement to any public improvement, except for those agreements reviewed by bond counsel.

3. No Disposition of the Public Improvements

Confirm that there have been no sales, leases, or other dispositions of any public improvement, except for dispositions reviewed by bond counsel.

4. No Modifications

Confirm that there have been no modifications to any public improvement, except for those which are in compliance with agreement with the developer providing for the construction of the public improvements or as otherwise approved by bond counsel.

5. Maintenance of Audit File

Maintain an audit file with documentation to verify information related to compliance with the tax certificate.

6. Preparation of Report

Prepare a report to the City each year explaining the efforts of Administrator to verify confirmation of compliance with the TIRZ Plan, documentation in the audit file, and identifying any missing information or requirements of the TIRZ Plan not confirmed.

7. Other Authorized work

Perform any other TIRZ 1 related work requested by the City.

Upon request, and as additional services billed on an hourly basis, Administrator shall provide additional services to assist with matters related to TIRZ 1. The services provided herein do not include conducting due diligence on information provided to or used by Administrator. Administrator will not rely on information it does not believe to be reasonable and valid, but it will not investigate the validity of information unless requested to so as additional work. Administrator's services do not include any services not specified herein or specified at the time additional services are requested, including review of legal, engineering, and land use issues.

Administrator is registered as a "municipal advisor" under Section 15B of the Securities Exchange Act of 1934 and rules and regulations adopted by the Securities Exchange Commission (the "SEC") and the Municipal Securities Rulemaking Board (the "MSRB"). Pursuant to MSRB Rule G-10, Administrator (MuniCap, Inc.) is required to provide Client with the following information.

Administrator has determined, after exercising reasonable diligence, that it has no known material conflicts of interest that would impair its ability to provide advice to Client in accordance with its fiduciary duty to municipal-entity clients and the standard of care required by MSRB Rule G-42(a)(i) concerning obligated person clients. To the extent any material conflicts of interest arise after the date of this agreement, Administrator will provide information concerning any material conflicts of interest in the form of a written supplement to this agreement.

As part of this registration, the Administrator is required to disclose any legal or disciplinary event that is material to the client's evaluation of the Administrator or the integrity of its management or advisory personnel. The Administrator has determined that no such event exists.

Copies of Administrator filings with the SEC are available via the SEC's EDGAR system by searching "Company Filings," which is available via the Internet at: <https://www.sec.gov/edgar/searchedgar/companysearch.html>. Search for "MuniCap" or for

Administrator's CIK number, which is [0001614774](#).

The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

Exhibit B

Administration Services Fee Schedule

I. ADMINISTRATIVE SERVICES RELATED TO THE TIRZ REVENUES

Administrative services, as set forth in Section I of Exhibit A, shall be provided on a time and material basis with total annual estimated costs of \$7,500 to \$10,000, plus an estimate of \$3,000 to \$5,000 for one-time initial set up costs. These costs should decrease once the development is complete. Fees shall be billed based on the number of hours worked at Administrator's prevailing hourly rates, which are currently shown in the fee schedule below for "Additional Work", as agreed by City and Administrator.

II. DELINQUENCY MANAGEMENT

Services related to delinquency management are provided on a time and material basis and are included in the total annual estimates described above in Section I of this Exhibit "B."

III. CONTINUING DISCLOSURE SERVICES

The costs related to the continuing disclosure services are provided on a time and material basis and are included in the total annual estimates described above in Section I of this Exhibit "B."

III. COMPLIANCE MONITORING

The costs related to the accounting services are provided on a time and material basis and are included in the total annual estimates described above in Section I of this Exhibit "B."

REIMBURSABLE EXPENSES

Out of pocket expenses are billed at actual costs without any mark up. Administrator shall receive written approval from the City before incurring any expenses in excess of one-hundred dollars (\$100).

The fees provided for herein may be increased from time to time to reflect increased costs of labor and services; provided however, that in no event shall such increase be made more than one time per year and such increase shall not exceed 10% of the fee charged immediately prior to the increase. Administrator shall provide City with one hundred and twenty (120) days advance written notice of each such increase.

ADDITIONAL WORK

Services or meetings not included in the scope of work set forth in Exhibit "A" to this Agreement are identified as additional work and shall be billed at Administrator's prevailing hourly rates, which currently are as follows:

Title	Hourly Rate
President	\$250
Senior Vice President	225
Vice President	200
Manager	175
Senior Associate	150
Associate	135

Administrator's hourly rates may be adjusted from time to time to reflect increased costs of labor and services.

Administrator shall not provide additional work without City's prior written authorization.

Administrator shall send an invoice to City each month showing the work performed, the person performing the work, the date the work was performed, the amount of the time worked, and the hourly rates for the work. The invoice shall be accompanied by a certificate to the trustee to be signed by the City instructing the trustee to pay the invoice. Within thirty days of receiving the invoice, the City shall forward each correctly billed invoice to the trustee with a signed certificate instructing the trustee to pay the invoice. Administrator's invoices shall be paid solely from available funds of TIRZ 1.

Administrator specifically acknowledges that it shall have no recourse against City for payment of any fees associated with this Agreement other than the funds of TIRZ 1.



Meeting
Date: 12/14/2020

Date: 12/11/2020

Item #: 8.

Dept.: Administration

Discussion Item

SUBJECT:

Consider and take appropriate action regarding an agreement between the City and Municap, Inc. to provide administration services for Tax Increment Reinvestment Zone #2 and authorizing the Mayor or his designee to execute the agreement.

BACKGROUND:

TIRZ Administration is becoming more sophisticated as we continue to grow. The purpose of this action is to approve the engagement of Municap Services as our TIRZ Administrator for all TIRZ-related functions. All costs associated with this agreement will be paid with TIRZ funds. Services will be provided on a time and material basis with total annual estimated costs of \$7,500 - \$10,000, plus an estimated \$3,000 - \$5,000 for initial setup fees.

Author:
Mike Slye, City Manager

Reviewed:
Mike Slye, City Manager

Cost:

Funds Available:

Source:

Recommendation: Staff recommend approval of the agreements.

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

AGREEMENT FOR TIRZ ADMINISTRATIVE SERVICES

THIS AGREEMENT is made as of the last date shown below by and between MuniCap, Inc. (the “Administrator”), and the City of Kaufman, Texas (the “City”).

WHEREAS, the City has created Tax Increment Reinvestment Zone Number Two (“TIRZ 2”); and

WHEREAS, the City will require specialized services related to the administration of TIRZ 2, as more fully set forth in this Agreement; and

WHEREAS, Administrator has expertise to provide those specialized services;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and for good and valuable consideration, the Administrator and the City agree as follows:

1. Following signatures by both parties, this Agreement shall become effective immediately. Capitalized terms not otherwise defined herein shall have the meaning given thereto in the TIRZ 2 related documents. In the event that bonds are not issued, neither party hereto shall have any obligation under this Agreement.

2. In regard to the work and services to be performed:

A. Administrator shall provide financial and administrative services to the City related to the administration of TIRZ 2 as described in Exhibit “A - Administrator’s Scope of Services,” which is attached hereto and incorporated by reference. The City may delete or remove any identified service, without additional charge to City, at City’s sole discretion. Additional services may be requested by City and shall be paid at the rates in Exhibit “B,” which is attached hereto and incorporated herein by reference. Administrator shall perform the services in a good and workmanlike manner and in accordance with the highest professional standards.

B. Administrator shall supply all tools and means necessary to perform those services and produce those work products described in Exhibit “A.”

C. As part of the work and services to be performed, Administrator shall furnish intermediate reports to the City from time to time, when requested, in such form and number as may be required by the City, and shall make such final reports as may be required by the City concerning the work and services performed. At a minimum, the Administrator shall provide reports on not less than a monthly basis, provided in an acceptable electronic format, containing such information as may be mutually agreed between the parties. All documents including, but not limited to, reports, drawings and specifications, provided or furnished by Administrator pursuant to this Agreement are instruments of service, and shall be the property of the City. The City shall have, keep and retain all rights, title and interest in and to all instruments of service, including all ownership, common law, statutory, and other reserved rights, including copyrights, in and to all instruments of service, whether in draft form or final form, which are produced at its request and in furtherance of this Agreement.

D. Should any errors caused by Administrator be found in any services or work products, Administrator will correct those errors, and if the errors are in final services or products, make such corrections at no additional charge, by revising the services and work products as necessary to eliminate the errors.

E. The work and services shall be performed personally by Administrator, and no other person or corporation shall be engaged for the work or services by Administrator, except upon the written approval of the City; provided, however, that this provision shall not apply to arbitrage rebate calculations, secretarial, clerical, and similar incidental services needed by Administrator.

3. Administrator's compensation for all services shall be as provided for in Exhibit "B" attached hereto and incorporated by reference.

4. The City shall provide access to all documents and information reasonably necessary to the performance of Administrator's duties under this Agreement. All such documents shall remain the property of the City. Except as may be necessary for performance of this Agreement, and to the extent not generally known as available to the public, the Administrator shall not use or disclose information concerning the City without prior written consent of the City, unless required by law or court order.

5. Administrator may not disclose information relating to the work and services performed under this Agreement to any person not entitled to receive it. Notwithstanding the foregoing, City, acting through its officials, officers, employees and representatives, shall have full access to all information relating to work and services performed by Administrator under this Agreement.

6. In performance of work and services under this Agreement, Administrator shall act solely as an independent contractor, and nothing contained or implied in this Agreement shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venturers as between the City and Administrator.

7. This Agreement shall terminate on repayment of the bonds or as otherwise provided herein. This Agreement may be terminated without cause effective on 30 days' written notice. Administrator shall be compensated for services rendered up through the effective date of the termination and payment shall be rendered on a pro rata monthly basis based upon the annual payment due under Exhibit "B." Upon termination, Administrator shall immediately turn over to City all books, records, work product and data files associated with its provision of services under this Agreement and work with the new TIRZ administrator or City designee to ensure an efficient transition between administrators.

8. Administrator consents and agrees that City may, on reasonable request, audit the books and records of Administrator pertaining to this Agreement and the services provided hereunder. The City shall be solely responsible for all costs of any such audits unless the audit reveals significant errors in accounting, fraud, embezzlement, in which case Administrator shall pay all reasonable costs and expenses incurred thereby.

9. Administrator shall provide security for the services performed hereunder in the

form of professional liability insurance, errors and omissions policies, or bond covering losses in an amount of not less than \$1,000,000. Such security shall be in a form acceptable to City and issued from such companies having a Best rating of B+/VII or better, licensed or approved to transact business in the state of Texas.

10. With respect to claims brought by third parties against either Administrator or the City relating to the services provided hereunder or arising from this Agreement, Administrator will **INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY, ITS DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES AGAINST CLAIMS, DEMANDS OR CAUSES OF ACTION; AND ALL COSTS, LOSSES, LIABILITIES, EXPENSES AND JUDGMENTS INCURRED IN CONNECTION THEREWITH, INCLUDING ATTORNEYS' FEES AND COURT COSTS, BROUGHT BY ANY OF ADMINISTRATOR'S EMPLOYEES OR REPRESENTATIVES, OR BY ANY OTHER THIRD PARTY, BASED UPON, IN CONNECTION WITH, RESULTING FROM, ARISING OUT OF, OR OCCASIONED BY THE ACTS, OMISSIONS OR CONDUCT OF THE ADMINISTRATOR, ITS OFFICERS, AGENTS, OR EMPLOYEES IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT. THIS INDEMNIFICATION, DEFENSE AND HOLD HARMLESS PROVISION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.** Nothing contained in this Agreement shall create a contractual relationship with or duties, obligations or causes of action in favor of any third party against either City or Administrator.

11. Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail and shall be effective upon confirmation of receipt. Mailed notices shall be addressed to the parties at the addresses appearing below, or such other address as given by written notice from one party to the other.

To Administrator:

Abdi Yassin
MuniCap, Inc.
600 E. John Carpenter Freeway, Suite 333
Irving, TX 75062

With a Copy to:

Keenan Rice
MuniCap, Inc.
8965 Guilford Road, Suite 210
Columbia, MD 21046

To City:
City of Kaufman
3003 S. Washington Street
Kaufman, Texas 75088
Attn: City Manager

With a Copy to:

Patricia Adams
Messer, Fort, McDonald
6371 Preston Road, Suite 200
Frisco, Texas 75034

12. This Agreement, including the Exhibits, supersedes any and all agreements, either oral or written, between the parties, and contains all of the covenants and agreements between the parties with respect to the rendering of such services. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied in this Agreement, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement (including any modification to an Exhibit) will be effective if it is in writing and signed by the parties to this Agreement.

13. No consent or waiver, express or implied, by either party to this Agreement, to or of any breach of default by the other in the performance of any obligations under this Agreement shall be deemed or construed to be a consent or waiver to or of any other or future breach or default by such party. Failure on the part of any party to this Agreement to complain of any act or failure to act of the other party or to declare the other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder.

14. Nothing in this Agreement shall be deemed to waive any immunity, sovereign, governmental, official, qualified or otherwise, from liability or suit, which the City may have or assert, except as may be provided by law, all such immunities being hereby expressly retained.

15. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of that or any other provision of this Agreement.

16. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

17. The law of the State of Texas governs the interpretation and enforcement of this Agreement and its attachments. Exclusive jurisdiction and venue of any action arising hereunder shall be in the state courts of proper jurisdiction in Kaufman County, Texas.

18. Neither the Administrator nor the City shall assign, sublet or transfer the interest in this Agreement without the prior written consent of the other.

19. In the event of a conflict between the provisions of this Agreement and Exhibits A and B, the provisions of this Agreement shall control.

Executed by the Administrator this _____ day of _____, 2020;

MuniCap, Inc.

BY: _____
Keenan S. Rice
President

Executed by the City this _____ day of _____, 2020;

City of Kaufman, Texas

BY: _____
Mike Slye
City Manager

Exhibit A

Administrator's Scope of Services

Administrator shall provide services to the City for TIRZ 2 in accordance with this scope of services. There are two sections to this scope of services relating to two general types of administrative services provided. These two sections are as follows: (i) administrative support services related to TIRZ 2 revenues and (ii) compliance monitoring. The specific services to be provided by Administrator are as follows:

I. ADMINISTRATIVE SUPPORT SERVICES RELATED TO TIRZ 2 REVENUES

Administrative and management support services are those services associated with the annual determination of the applicable tax increment amounts pursuant to TIRZ 2 Project Plan and Financing Plan (the "TIRZ Plan") collected from the property subject thereto (the "TIRZ Revenues"), updating the TIRZ Plan, allocation of TIRZ Revenues, and providing public information.

A. Calculate and Allocate the TIRZ Revenues

This task entails determining the annual TIRZ Revenues collected from each parcel and includes the following sub-tasks:

1. Background Research

This task involves gathering and organizing the information required to form a database necessary to calculate and to allocate the TIRZ Revenues and includes the following:

- a. **Subdivision Research:** Identify parcel subdivisions and any other information relevant to collection of the TIRZ Revenues.
- b. **Assessor's Parcel Research:** Upon publication of property tax roll, review assessor parcel maps to compile a list of the assessor's parcels that will be valid for the collection of the TIRZ Revenues and verify the assessed value of each parcel.
- c. **Database Management:** Prepare database to include all relevant property characteristics for the parcels in TIRZ 2.

2. Calculate and/or Verify the TIRZ Revenues Collected

This task involves calculating and/or verifying the TIRZ Revenues collected and includes the following sub-tasks:

- a. **Preparation of Budget:** Prepare a budget for TIRZ 2 based on TIRZ Revenues collected in the preceding fiscal year on the basis of the TIRZ Plan, as updated from time to time.

- b. **Five-year projection of Parcel valuations:** Project TIRZ 2 revenues on a five-year running basis by evaluating parcel valuations.
- c. **Allocate TIRZ Revenues for authorized uses:** Allocate the TIRZ Revenues collected for authorized uses on the basis of the TIRZ Plan, as updated from time to time.

3. Determine Updates to the Annual Assessment Roll

This task involves determining the updates to the Annual Assessment Roll and making those amendments pursuant to the TIRZ Plan.

4. Update TIRZ Plan

This task involves updating the TIRZ Plan to incorporate changes, if any, to the research, methodology, and assumptions utilized in the preparation of the TIRZ Plan, the TIRZ Revenues collected, and the allocation of the TIRZ Revenues collected from the parcels in TIRZ 2.

B. Administration of Bond Funds

This task involves the review and reconciliation of the account statements for funds and accounts maintained for the TIRZ Revenues, if applicable. The accounts and transactions are checked for accuracy and consistency with the applicable documents.

C. Public Information

This task involves responding to telephone calls from property owners and other interested parties who have questions regarding TIRZ 2. These calls may be related to a tax bill or an inquiry related to the purchase or sale of property. The Administrator shall provide a toll-free phone number for property owners to call with questions. Additionally, this number may be given to people who call the City or County to obtain information about TIRZ 2.

D. Administrative Review

At the request of the City, the Administrator shall review any notice from a property owner alleging an error in the calculation of any matters related to TIRZ 2, and if necessary, meet with the property owner, consider oral and written evidence regarding the alleged error and decide whether, in fact, such a calculation error occurred, and take other corrective action as required to correct the error.

II. DELINQUENCY MANAGEMENT

These services are provided only if there are delinquencies in the payment of TIRZ Revenues.

A. Delinquent TIRZ Revenues Report

After the end of the collection period, the Administrator will prepare a report which lists each parcel delinquent in the payment of the TIRZ Revenues and the corresponding amount of delinquency, plus penalties.

B. Delinquency Follow-Up

The Administrator will keep the City informed of special circumstances that come to the attention of the Administrator, such as bankruptcies and foreclosures.

III. CONTINUING DISCLOSURE SERVICES

Continuing Disclosure/Annual Report Preparation

1. Annual Report Preparation

The Administrator will prepare or assist the City to prepare an annual report for TIRZ 2 as may be required.

2. Interim Reports

The Administrator will prepare or assist the City to prepare an interim report for TIRZ 2, if requested, or any other work request by the City.

VI. Compliance Monitoring

A. Compliance Monitoring

This task involves maintenance of an audit file and preparation of a report confirming compliance with the provisions of the TIRZ Plan. This task includes the following subtasks:

1. Ownership and Transfer of Public Improvements

Confirm that all public improvements have been transferred to a public entity, once appropriate, as required by the applicable agreement with the developer.

2. No Post-Closing Agreements

Confirm with any relevant parties to confirm that there are no post-closing agreements that give any private business user a special legal entitlement to any public improvement, except for those agreements reviewed by bond counsel.

3. No Disposition of the Public Improvements

Confirm that there have been no sales, leases, or other dispositions of any public improvement, except for dispositions reviewed by bond counsel.

4. No Modifications

Confirm that there have been no modifications to any public improvement, except for those which are in compliance with agreement with the developer providing for the construction of the public improvements or as otherwise approved by bond counsel.

5. Maintenance of Audit File

Maintain an audit file with documentation to verify information related to compliance with the tax certificate.

6. Preparation of Report

Prepare a report to the City each year explaining the efforts of Administrator to verify confirmation of compliance with the TIRZ Plan, documentation in the audit file, and identifying any missing information or requirements of the TIRZ Plan not confirmed.

7. Other Authorized work

Perform any other TIRZ 2 related work requested by the City.

Upon request, and as additional services billed on an hourly basis, Administrator shall provide additional services to assist with matters related to TIRZ 2. The services provided herein do not include conducting due diligence on information provided to or used by Administrator. Administrator will not rely on information it does not believe to be reasonable and valid, but it will not investigate the validity of information unless requested to do so as additional work. Administrator's services do not include any services not specified herein or specified at the time additional services are requested, including review of legal, engineering, and land use issues.

Administrator is registered as a "municipal advisor" under Section 15B of the Securities Exchange Act of 1934 and rules and regulations adopted by the Securities Exchange Commission (the "SEC") and the Municipal Securities Rulemaking Board (the "MSRB"). Pursuant to MSRB Rule G-10, Administrator (MuniCap, Inc.) is required to provide Client with the following information.

Administrator has determined, after exercising reasonable diligence, that it has no known material conflicts of interest that would impair its ability to provide advice to Client in accordance with its fiduciary duty to municipal-entity clients and the standard of care required by MSRB Rule G-42(a)(i) concerning obligated person clients. To the extent any material conflicts of interest arise after the date of this agreement, Administrator will provide information concerning any material conflicts of interest in the form of a written supplement to this agreement.

As part of this registration, the Administrator is required to disclose any legal or disciplinary event that is material to the client's evaluation of the Administrator or the integrity of its management or advisory personnel. The Administrator has determined that no such event exists.

Copies of Administrator filings with the SEC are available via the SEC's EDGAR system by searching "Company Filings," which is available via the Internet at: <https://www.sec.gov/edgar/searchedgar/companysearch.html>. Search for "MuniCap" or for Administrator's CIK number, which is 0001614774.

The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

Exhibit B

Administration Services Fee Schedule

I. ADMINISTRATIVE SERVICES RELATED TO THE TIRZ REVENUES

Administrative services, as set forth in Section I of Exhibit A, shall be provided on a time and material basis with total annual estimated costs of \$7,500 to \$10,000, plus an estimate of \$3,000 to \$5,000 for one-time initial set up costs. These costs should decrease once the development is complete. Fees shall be billed based on the number of hours worked at Administrator's prevailing hourly rates, which are currently shown in the fee schedule below for "Additional Work", as agreed by City and Administrator.

II. DELINQUENCY MANAGEMENT

Services related to delinquency management are provided on a time and material basis and are included in the total annual estimates described above in Section I of this Exhibit "B."

III. CONTINUING DISCLOSURE SERVICES

The costs related to the continuing disclosure services are provided on a time and material basis and are included in the total annual estimates described above in Section I of this Exhibit "B."

III. COMPLIANCE MONITORING

The costs related to the accounting services are provided on a time and material basis and are included in the total annual estimates described above in Section I of this Exhibit "B."

REIMBURSABLE EXPENSES

Out of pocket expenses are billed at actual costs without any mark up. Administrator shall receive written approval from the City before incurring any expenses in excess of one-hundred dollars (\$100).

The fees provided for herein may be increased from time to time to reflect increased costs of labor and services; provided however, that in no event shall such increase be made more than one time per year and such increase shall not exceed 10% of the fee charged immediately prior to the increase. Administrator shall provide City with one hundred and twenty (120) days advance written notice of each such increase.

ADDITIONAL WORK

Services or meetings not included in the scope of work set forth in Exhibit "A" to this Agreement are identified as additional work and shall be billed at Administrator's prevailing hourly rates, which currently are as follows:

Title	Hourly Rate
President	\$250
Senior Vice President	225
Vice President	200
Manager	175
Senior Associate	150
Associate	135

Administrator's hourly rates may be adjusted from time to time to reflect increased costs of labor and services.

Administrator shall not provide additional work without City's prior written authorization.

Administrator shall send an invoice to City each month showing the work performed, the person performing the work, the date the work was performed, the amount of the time worked, and the hourly rates for the work. The invoice shall be accompanied by a certificate to the trustee to be signed by the City instructing the trustee to pay the invoice. Within thirty days of receiving the invoice, the City shall forward each correctly billed invoice to the trustee with a signed certificate instructing the trustee to pay the invoice. Administrator's invoices shall be paid solely from available funds of TIRZ 2.

Administrator specifically acknowledges that it shall have no recourse against City for payment of any fees associated with this Agreement other than the funds of TIRZ 2.

TIRZ LIFT STATION REIMBURSEMENT AGREEMENT

This **TIRZ #1 LIFT STATION REIMBURSEMENT AGREEMENT** (“Agreement”) dated as of _____, _____ is made by and between **REINVESTMENT ZONE NUMBER ONE, CITY OF KAUFMAN, TEXAS** (“TIRZ” or “TIRZ #1”), a tax increment reinvestment zone created by the **CITY OF KAUFMAN, TEXAS** (the “City”) pursuant to Chapter 311 of the Texas Tax Code, as amended, acting by and through its governing body, the **TIRZ #1 BOARD OF DIRECTORS** (the “Board”), the City, and **JWS LAND, LTD.**, a Texas Limited Partnership (the “Developer”, which together with the TIRZ, Board and City are sometimes herein each referred to as a “Party” and collectively as the “Parties”).

RECITALS

WHEREAS, the City, by passage of Ordinance No. 0-27-15, created a tax increment financing district titled Reinvestment Zone Number One, City of Kaufman, Texas, consisting of approximately 675 acres of land within the City’s corporate limits (the “Original TIRZ Zone”) and committed to participate by allocating 75% of the property taxes levied and collected by the City from the acres within the Original TIRZ Zone;

WHEREAS, the City subsequently passed Ordinance No. 0-27-16 (as amended, the “TIRZ Ordinance”) that amended Ordinance No. 0-27-15 by adding approximately 355 acres of land (the “Expanded TIRZ Zone”) to the existing Reinvestment Zone Number One to encompass in total approximately 1,030 acres of land, as more fully described in the TIRZ Ordinance (as amended, the “Zone”);

WHEREAS, the City, by passage of the TIRZ Ordinance, amended Ordinance No. 0-27-15 by decreasing the City’s participation rate to 75% of the maintenance and operations portion of property taxes levied and collected by the City, as more fully described in the TIRZ Ordinance; and

WHEREAS, the City subsequently passed Ordinance No. 0-28-16 (as amended, the “TIRZ Project and Financing Plan”) for the Zone; and

WHEREAS, the Parties previously entered into a TIRZ Reimbursement and Development Agreement dated April 24, 2017, regarding the construction of certain public infrastructure improvements (the “Public Improvements TIRZ Agreement”); and

WHEREAS, the Parties subsequently entered into a TIRZ Agreement for Purchase of 4.51 Acres dated December 18, 2017, regarding the sale of certain real property from the Developer to the City (the “TIRZ Purchase Agreement”); and

WHEREAS, the Parties subsequently entered into a TIRZ Residential Development Reimbursement Agreement dated December 18, 2017, regarding the sale of certain real property from the Developer to the City (the “TIRZ Residential Reimbursement Agreement”); and

WHEREAS, the Developer has presented to the Board and City the Plans and Specifications (as defined below) for the construction and installation of a lift station within the

Zone, as more particularly described and/or depicted in **Exhibit “A”** attached hereto and incorporated herein for all purposes (the “Lift Station”); and

WHEREAS, the City and the Board have determined that it is in the best interest of the City to provide funds for the construction and installation of the Lift Station, so long as Lift Station is constructed and installed in accordance with the Plans and Specifications or any approved amendments thereto and subsequently dedicated to the City upon satisfactory completion; and

WHEREAS, the City and the Board have revised and amended the TIRZ Project and Financing Plan to include the Lift Station (as amended, the “Project and Financing Plan”); and

WHEREAS, the Act provides that the TIRZ and the City may enter into agreements as the Board and City consider necessary or convenient to implement the Project and Financing Plan and achieve its purposes; and

WHEREAS, the Developer will construct and install the Lift Station within the TIRZ boundaries in accordance with the Plans and Specifications; and

WHEREAS, the Board has determined that it is in the best interest of the TIRZ and the City and conforms to the Project and Financing Plan to reimburse the Developer in an amount equal to the Reimbursement Amount (as defined below) pursuant to this Agreement.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual promises, covenants, obligations, and benefits herein set forth, the Board, the City and the Developer contract, covenant and agree as follows:

ARTICLE 1 GENERAL TERMS

1.1 Definitions. The terms “Agreement”, “Board”, “City”, “Developer”, “Expanded TIRZ Zone”, “Lift Station”, “Original TIRZ Zone”, “Parties”, “Party”, “Project and Financing Plan”, “Public Improvements TIRZ Agreement”, “TIRZ”, “TIRZ Ordinance”, “TIRZ Project and Financing Plan”, “TIRZ Purchase Agreement”, “TIRZ Residential Reimbursement Agreement”, and “Zone” have the above meanings, and the following terms have the following meanings:

“Act” shall mean the Tax Increment Financing Act, Chapter 311, Texas Tax Code, as amended.

“Administrative Costs” shall mean the actual third party or out-of-pocket costs of the City and the TIRZ for the administration of the TIRZ incurred after January 1, 2015.

“City Contribution” shall mean the amount of revenue in the TIRZ Fund that is attributable to the City Tax Increment contributed to the TIRZ Fund each year, which should equal 75% of the Tax Increment attributable to the City’s maintenance and operations portion of its tax rate.

“Completion” shall mean finished construction and installation by the Developer and acceptance by the City of the Lift Station in accordance with the Plans and Specifications approved by the City.

“County Contribution” shall mean the amount of revenue in the TIRZ Fund that is attributable to the County Tax Increment contributed to the TIRZ each year pursuant to the County Participation Agreement, which should equal 50% of the Tax Increment attributable to the County’s maintenance and operations portion of its tax rate.

“County Participation Agreement” shall mean the agreement between the TIRZ, the City of Kaufman and Kaufman County regarding the County’s participation in the TIRZ, if any.

“Deadline” shall have the meaning assigned in Section 3.1(A) of this Agreement.

“Effective Date” shall mean the date in the first sentence of this Agreement.

“Plans and Specifications” shall mean the designs, plans and specifications for the Lift Station as approved by the City.

“Project Costs” shall mean the costs of all planning, construction and installation work related to the Lift Station, including, but not limited to, all capital costs and other costs paid or incurred by the Developer in financing, planning, managing, designing, constructing, installing and performing all or any portion of the work necessary to construct and install the Lift Station, or any portions thereof, which have been incurred before the date of this Agreement or are incurred on or after the date of this Agreement. Such Project Costs shall be submitted to the City in accordance with the Project and Financing Plan.

“Reimbursement Amount” shall mean the amount to be reimbursed to Developer, which shall be calculated as follows: Developer shall receive an amount equal to the lesser of (a) fifty percent (50%) of all Project Costs attributable to the Lift Station; or (b) Seventy-Two Thousand Five Hundred Dollars (\$72,500.00).

“Report” shall have the meaning assigned in Section 4.2 of this Agreement.

“State” shall mean the State of Texas.

“Tax Increment” means the amount of property taxes levied and collected by a taxing unit each year on the captured appraised value of real property taxable by a taxing unit and located within the TIRZ's boundaries, where the captured appraised value of real property taxable by a taxing unit for a year is the total appraised value of all real property taxable by the taxing unit and located within the TIRZ for that year, less the tax increment base of the taxing unit. The tax increment base of a taxing unit is the total appraised value of all real property taxable by the unit and located in a reinvestment zone for the year in which the zone was designated. For the TIRZ, the base year is 2015.

“TIRZ Fund” means the TIRZ Fund, as established by the City pursuant to the Act, into which the City Contribution and the County Contribution shall be deposited.

1.2 Singular and Plural. Words used herein in the singular, where the context so permits, also include the plural and vice versa. The definitions of words in the singular herein also apply to such words when used in the plural where the context so permits and vice versa.

ARTICLE 2 REPRESENTATIONS

2.1 Representations of TIRZ and City. The TIRZ #1, acting through its Board, and the City hereby represent to the Developer that:

(A) As of the date of this Agreement, the TIRZ #1 and the City are duly authorized, created and existing in good standing under the laws of the State and are duly qualified and authorized to carry on the governmental functions contemplated by this Agreement.

(B) As of the date of this Agreement, the Board and the City have the power, authority and legal right to enter into and perform their obligations set forth in this Agreement and the execution, delivery and performance hereof: (i) have been duly authorized; (ii) will not violate any applicable judgment, order, law or regulation; and (iii) do not constitute a default under, or result in the creation of, any lien, charge, encumbrance or security interest upon any of their assets under any agreement or instrument to which the TIRZ or the City are a party or by which they or their assets, may be bound or affected.

(C) The execution, delivery and performance of this Agreement by the Board and the City does not require the consent or approval of any person or entity which has not been obtained.

2.2 Representations of the Developer. The Developer hereby represents to the TIRZ #1, its Board, and the City that:

(A) The Developer is a Texas limited partnership duly authorized, created and existing in good standing under the laws of the State of Texas.

(B) The Developer has the power, authority and legal right to enter into and perform its obligations set forth in this Agreement, and the execution, delivery and performance hereof: (i) have been duly authorized; (ii) will not, to the best of its knowledge, violate any judgment, order, law or regulation applicable to the Developer; and (iii) do not constitute a default under, or result in the creation of, any lien, charge, encumbrance or security interest upon any assets of the Developer, under any agreement or instrument to which the Developer is a party or by which the Developer or its assets may be bound or affected.

(C) The execution, delivery and performance of this Agreement by the Developer does not require the consent or approval of any person or entity which has not been obtained.

ARTICLE 3
CONSTRUCTION AND INSTALLATION OF THE LIFT STATION

3.1 Construction and Installation of the Lift Station

(A) The Developer agrees to construct and install the Lift Station in conformance with the City of Kaufman ordinances and all other regulatory requirements, the costs of which qualify as Project Costs, which is in accordance with the Act and the Project and Financing Plan. The Developer obtain Completion of the Lift Station on or before December 31, 2021 (the “Completion Deadline”). The Developer must meet the Completion Deadline in order to be eligible for reimbursement under this Agreement.

(B) The Developer shall promptly pay the Project Costs of the Lift Station as they come due and shall provide such security for this obligation as required by City, including without limitation a payment bond, letter of credit or other security.

(C) All Plans and Specifications shall comply with all applicable City codes and ordinances.

(D) It is understood and agreed that the Developer is acting independently of the City, and the City assumes no responsibilities or liabilities in connection with the Developer’s performance to third parties.

ARTICLE 4
REIMBURSEMENT PAYMENT

4.1 Eligible Project Costs. All Project Costs must be an eligible cost under the Act and shall be identified in the Project and Financing Plan, as amended from time to time.

4.2 TIRZ Participation.

(A) Pursuant to the Project and Financing Plan, the Board agrees, subject to the conditions contained in this Agreement, to reimburse the Developer for its actual Project Costs; provided, however, that the Board’s obligation to reimburse the Project Costs of constructing and installing the Lift Station shall be limited to the Reimbursement Amount.

(B) It shall be the obligation of the Board and City to reimburse the Developer the Reimbursement Amount as set forth in this Agreement until the expiration of the Term of this Agreement pursuant to **Section 7.10** hereof.

(C) The Developer shall submit documentation to the Board concerning the expenditure of funds for the Lift Station and concerning the Completion of such Lift Station. Such documentation shall be in a form acceptable to the Parties and shall be certified by the Developer and by engineer certification or by similar method acceptable to the City and the Board.

(D) The Board and City shall reimburse the Developer on or before the first (1st) day of each month during the term of the TIRZ beginning in the year that the revenues in the TIRZ Fund are sufficient to reimburse all or any portion of the Project Costs. For any and all Project Costs not reimbursed to Developer on or before the first (1st) day of each applicable month, interest shall accrue on such unreimbursed amounts at the rate of three percent (3%) per annum. Disbursements from the TIRZ Fund shall be made for the following purposes and in the following order of priority unless otherwise approved by the City and Developer:

FIRST, to reimburse the City for Administrative Costs;

SECOND, to reimburse the Developer under the Public Improvements TIRZ Agreement;

THIRD, to pay the Developer under the TIRZ Purchase Agreement; and

FOURTH, to reimburse the Developer under the TIRZ Residential Reimbursement Agreement; and

FIFTH, to reimburse the Developer the Reimbursement Amount under this Agreement.

The City shall maintain the TIRZ Fund as a segregated account which shall not be commingled with any other funds of the City. The TIRZ Fund shall be invested in the same manner as other municipal funds, and all interest earned shall be part of the TIRZ Fund. Reimbursement under this Agreement shall be made solely from the TIRZ Fund and no other municipal funds shall be used to fulfill the TIRZ Fund obligations under this Agreement.

(E) The City shall prepare and submit an annual report in accordance with the Act (the “Report”) to the Board and to the Developer detailing: (i) the amount due the Developer for Project Costs, and (ii) the amount of funds that are available to make such payment from the TIRZ Fund. The Developer shall review the Report and notify the Board in writing no later than fifteen (15) days from the receipt of the Report of acceptance of the Report or any deficiency found in the Report. The Board, the City and the Developer shall work cooperatively to mutually resolve any discrepancies or deficiencies in the Report within 30 days of receipt of the Report. During such time, the Developer shall be able to provide evidence demonstrating its compliance with this Agreement. If any discrepancy, deficiency or dispute remains after the expiration of the 30 days, the Parties agree to attend mediation within 90 days in an effort to resolve the dispute.

(F) Under no circumstance shall the City or the Board be obligated to reimburse Developer, unless there are funds net of the Administrative Costs in the TIRZ Fund to reimburse the Developer for Project Costs.

(G) If the Developer fails to pay when due any ad valorem taxes owed to the City on any property in the TIRZ that is owned by the Developer, the City shall have the right to offset (or to direct the offset of) the amount of such unpaid ad valorem taxes against any TIRZ Funds payable under this Agreement to the Developer.

(H) Commencing on the Effective Date and continuing until the Developer has received the Reimbursement Amount provided under this Agreement, the City shall not enter into any tax abatement agreements affecting property located within the Zone, described in **Exhibit “B”** and the City and Board shall not approve any project and finance plan, which would create a reimbursement out of TIRZ Fund that has priority over the reimbursement of monies in the TIRZ Fund to the Developer under the terms of this Agreement. Specifically, and without limiting the generality of the foregoing, the following payments, as obligated by the following existing contractual obligations, shall have priority over payment by the Board of all or any portion of the Reimbursement Amount:

- 1) TIRZ Administrative Costs;
- 2) Amounts to be reimbursed under the Public Improvements TIRZ Agreement;
- 3) Amounts to be reimbursed under the TIRZ Purchase Agreement; and
- 4) Amounts to be reimbursed under the TIRZ Residential Reimbursement Agreement.

ARTICLE 5 EVENTS OF DEFAULT

5.1 Events of Default.

(A) A non-performing Party shall be in “Default” under this Agreement if such Party fails to perform any duty or obligation under this Agreement and such failure is not cured within 30 days after written notice from any other Party specifying the nature and the period of existence thereof and what action, if any, the non-defaulting Parties require or propose to require with respect to curing the default (or if the failure is not reasonably capable of being cured within 30 days, the non-performing Party does not begin to cure within such 30-day period and thereafter continuously and diligently complete a cure at the earliest possible time).

(B) An event of default shall occur under this Agreement if any ad valorem taxes owed to the City become delinquent on any portion of the property in the TIRZ that is owned by the Developer. Upon the occurrence of such default, the City shall notify Developer in writing and the Developer shall: (i) have thirty (30) calendar days to cure such default, or (ii) if Developer has diligently pursued cure of the default but such default is not reasonably curable within thirty (30) calendar days, then such extension of time that the City allows as is necessary to cure such default. If the default has not been fully cured by such time, the City shall have the right to offset any amounts due pursuant to Section 4.2(G) herein or to pursue any remedies under Article 6 herein.

ARTICLE 6 REMEDIES ON DEFAULT

6.1 Remedies. If a Party is in Default under this Agreement, the other Parties shall have available all remedies at law or in equity (including, but not limited to, injunctive relief and specific performance) except as follows: no Default shall: (1) relieve the Board from its obligation to verify

Project Costs for completed portions of the Lift Station that are to be reimbursed from the TIRZ Fund; or (2) relieve the City from its obligation to reimburse from the TIRZ Fund the Reimbursement Amount based on actual Project Costs that are verified by the Board, subject to the City's right of offset as described in Section 4.2(G) herein. In no event shall any City be liable for payments due under this Agreement from any municipal fund or revenue source available to City other than the TIRZ Fund.

ARTICLE 7 GENERAL

7.1 Inspections, Audits. The Developer agrees to keep operating records related to construction of the Lift Station and to any particular Project Cost for four (4) years after receiving reimbursement from the TIRZ Fund for any Project Costs associated with the improvement; or as may be required by the TIRZ, the City, or by State and federal law or regulation. The Developer shall allow the City and/or the Board reasonable access to documents and records in the Developer's possession, custody or control that the City and/or the Board deem necessary to assist the City and/or the Board in determining the Developer's compliance with this Agreement

7.2 Personal Liability of Public Officials. To the extent permitted by State law, no director, officer, employee or agent of the TIRZ, Board, or City shall be personally responsible for any liability arising under or growing out of this Agreement.

7.3 Notices. Any notice required or contemplated by this Agreement shall be in writing and shall be deemed given and received: (1) when delivered (with evidence of delivery) by a nationally recognized delivery service (e.g., FedEx or UPS) to the address shown below whether or not signed for by the individual to whose attention the notice is addressed; or (2) three business days after deposited with the US Postal Service, CERTIFIED MAIL, RETURN RECEIPT REQUESTED, for delivery to the address shown below whether or not signed for by the individual to whose attention the notice is addressed.

JWS Land, Ltd.
Attn: Kelly Cannell,
5900 S. Lake Forest, Suite 295
McKinney, Texas 75070
Fax: (469) 213-3001

With copy to:
Chris Zillmer
Abernathy, Roeder, Boyd & Hullett, P.C.
1700 Redbud Blvd., Ste. 300
McKinney, Texas 75069
Fax: (214) 544.4044

City Manager
City of Kaufman
Mike Slye
P.O. Box 1168
Kaufman, Texas 75142
Fax: (972) 932.0307

With copy to:
Patricia Adams
Messer, Fort, and McDonald, PLLC
6371 Preston Road, Suite 200
Frisco, Texas 75034
Patricia@txmunicipallaw.com

Each Party may change its address by written notice in accordance with this Section. Any communication addressed and mailed in accordance with this Section shall be deemed to be given when so mailed, any notice so sent by facsimile transmission shall be deemed to be given when such transmission is sent, and any communication so delivered in person shall be deemed to be given when receipted for by, or actually received by, the addressee.

7.4 Amendments and Waivers. Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and is signed by the TIRZ, the Developer, and the City. No course of dealing on the part of any Party, nor any failure or delay by any Party with respect to exercising any right, power or privilege of a Party under this Agreement shall operate as a waiver thereof, except as otherwise provided in this Section.

7.5 Invalidity. In the event that any of the provisions contained in this Agreement shall be held unenforceable in any respect, such unenforceability shall not affect any other provision of this Agreement.

7.6 Successors and Assigns. All covenants and agreements contained by or on behalf of the TIRZ in this Agreement shall bind its successors and assigns and shall inure to the benefit of the Developer and its successors and assigns. This Agreement and the right to reimbursement set forth herein may be assigned, from time to time and in whole or in part, by the Developer to any person or entity. The assignment must be in writing and must obligate the assignee to be bound by this Agreement. A copy of the assignment shall be given to the City within 30 days after its effective date; however, City consent to the assignment is not required. Upon any such assignment and notice to the City, Developer shall NOT be released from performing the duties or obligations that are assigned and that arise after the effective date or the date that the City receives notice of the assignment, whichever later occurs; further, the Developer is NOT released from any liabilities that arose prior to the effective date or date of notice to the City, whichever later occurs, unless the City and the Board agree. The Developer's rights under this Agreement are a personal obligation and do not constitute a covenant running with the land.

7.7 Exhibits: Titles of Articles, Sections and Subsections. The exhibits attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement shall prevail. All titles or headings are only for the convenience of the Parties and shall not be construed to have any effect or meaning as to the agreement between the Parties hereto. Any reference herein to a Section or Subsection shall be considered a reference to such Section or Subsection of this Agreement unless otherwise stated. Any reference herein to an exhibit shall be considered a reference to the applicable exhibit attached hereto unless otherwise stated.

7.8 Construction. This Agreement is a contract made under and shall be construed in accordance with and governed by the laws of the United States of America and the State of Texas, as such laws are now in effect.

7.9 Entire Agreement. This written agreement represents the final agreement between the Parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the Parties. There are no unwritten oral agreements between the Parties.

7.10 Term. This Agreement shall be in force and effect from the date of execution hereof by the City for a term expiring on the earlier of: (1) the date on which the Reimbursement Amount for all phases is paid to the Developer; or (2) the expiration of the TIRZ on December 31, 2045.

7.11 Venue for Performance or Litigation. This Agreement is performable only in Kaufman County, Texas. Venue for any action affecting this Agreement shall lie in Kaufman County.

7.12 Approval by the Parties. Whenever this Agreement requires or permits approval or consent to be hereafter given by any of the Parties, the Parties agree that such approval or consent shall not be unreasonably withheld, conditioned or delayed.

7.13 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

7.14 Severability and Legal Construction. If a court of competent jurisdiction finds any provision of this Agreement to be invalid, illegal, or unenforceable as to any person or circumstance, such finding shall not render that provision invalid, illegal or unenforceable as to any other persons or circumstances. It is the intention and agreement of the Parties to this Agreement that each such illegal, invalid or unenforceable provision shall be amended by the Parties hereto to the extent necessary to make it legal, valid and enforceable while achieving the same object of such provision, or, if that is not possible, by substituting therefore another provision that is legal, valid and enforceable and achieves the same objectives (or, if such provision cannot be amended or a provision substituted therefore in a manner that is legal, valid and enforceable and achieves the same objectives, then such provision shall be amended or a new provision substituted therefore that achieves as closely as possible the same objectives or economic position as the illegal, invalid, or unenforceable provision.)

[EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed.

TIRZ #1 BOARD:

REINVESTMENT ZONE NUMBER ONE, CITY
OF KAUFMAN, TEXAS

By: _____
Chair

ATTEST:

Secretary

DEVELOPER:

JWS LAND, LTD., a Texas limited partnership

By: J.W. SCHULER, INC., a Texas corporation
Its General Partner

By: _____
Kelly Cannell, Vice President

CITY:

CITY OF KAUFMAN, TEXAS

By: _____
Jeff Jordan, Mayor

ATTEST:

Jessie Hanks, City Secretary

[SEAL]

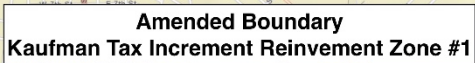
APPROVED AS TO FORM:

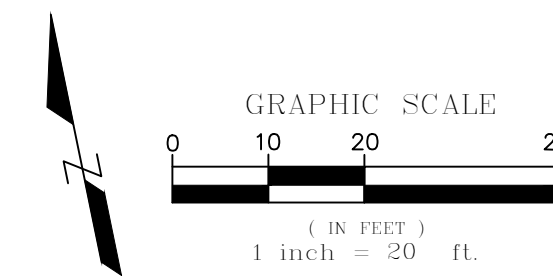
Patricia A. Adams

EXHIBIT “A”
THE LIFT STATION

[INSERT DESCRIPTION AND/OR DEPICTION]

THE ZONE





UTILITY NOTES:

1. 8" & 6" WATER PIPE WILL BE C900 PVC WATER PIPE.
2. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY'S STANDARDS AND SPECIFICATIONS.
3. CONTRACTOR SHALL COORDINATE ALL CONNECTIONS TO PUBLIC MAINS WITH THE CITY.
4. ALL TRENCING SHALL BE IN ACCORDANCE WITH LATEST OSHA STANDARDS AND SPECIFICATIONS.
5. BUILDING FIRE MAIN, FIRE RISER AND FIRE DEPARTMENT CONNECTION SHALL BE INSTALLED BY A LICENSED FIRE SPRINKLER CONTRACTOR IN THE STATE OF TEXAS.
6. CONTRACTOR SHALL CALL FOR UTILITY LOCATES AT LEAST 48 HRS PRIOR TO BEGINNING CONSTRUCTION.
7. CONTRACTOR SHALL ADJUST ALL UTILITY APPURTENANCES TO FINAL GRADE.
8. WATER AND SEWER CROSSINGS SHALL BE PER THE LATEST TCEQ REQUIREMENTS.
9. THE ENGINEER PLANS FOR EXACT BUILDING ENTRY POINTS FOR UTILITY SERVICES.
10. CONTRACTOR SHALL NOTIFY ENGINEER OF ANY UTILITY CONFLICTS AS SOON AS POSSIBLE.
11. CONTRACTOR SHALL COORDINATE ALL INSPECTIONS AND TESTING WITH THE CITY.

BENCHMARK:

"X" CUT SET
ELEV= 427.06

"DANGER"

811 Know what's below.
Call before you dig.

(@ LEAST 72 HRS PRIOR TO DIGGING)

(@ LEAST 72 HRS PRIOR TO DIGGING)



Meeting

Date: 12/14/2020

Date: 11/24/2020

Item #: 10.

Dept.: Administration

Resolution

SUBJECT:

Conduct/Continue a public hearing, consider, and take appropriate action on Ordinance O-38-20, a Ordinance of the City of Kaufman, Texas approving an Amended and Restated Service and Assessment Plan and Amended Assessment Roll for authorized improvements for the Kaufman Public Improvement District No. 1 (providing amendments regarding the levy of Phase 1A and 1B assessment to reflect additional lot sizes); providing for severability and providing an effective date

BACKGROUND:

This Ordinance is for the purpose of approving the Amended and Restated Service and Assessment Plan and Amended Assessment Roll for Kaufman Public Improvement District No. 1. Notices were sent out to property owners and has been published in the paper. At the November 16th City Council meeting, the public hearing was continued until this meeting.

Author:

Mike Slye, City Manager

Reviewed:

Mike Slye, City Manager

Cost:

Funds Available:

Source:

Recommendation: Staff recommends approval of Ordinance O-38-20.

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

ORDINANCE NO. O-38-20

A ORDINANCE OF THE CITY OF KAUFMAN, TEXAS APPROVING AN AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN AND AMENDED ASSESSMENT ROLL FOR AUTHORIZED IMPROVEMENTS FOR THE KAUFMAN PUBLIC IMPROVEMENT DISTRICT NO. 1 (THE “DISTRICT”); PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on August 20, 2018, a petition was submitted and filed with the City of Kaufman, Texas (the “City”) pursuant to the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the “PID Act”), requesting creation of a public improvement district in the City to be known as the Kaufman Public Improvement District No. 1 (the “District”); and

WHEREAS, the petition contained the signatures of the owners of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the District, as determined by the then current ad valorem tax rolls of the Kaufman Central Appraisal District, and the signature of the property owners who owned taxable real property that constituted more than fifty percent of the area of all taxable property within the District that is liable for assessment; and

WHEREAS, on September 24, 2018, after due notice, the City Council of the City (the “City Council”) opened a public hearing in the manner required by law on the advisability of the public improvements and services described in the petition as required by Section 372.009 of the PID Act and continued to public hearing to November 13, 2018; and

WHEREAS, on November 13, 2018, the City Council approved the creation of the District pursuant to Resolution No. R-27-18; and

WHEREAS, on June 17, 2019, the City Council adopted Resolution R-12-19 calling for a public hearing to consider the levying of the Assessments against the property within Phases 1A and 1B of the District (the “Phase #1A and 1B Assessments”); and

WHEREAS, on July 22, 2019, after due notice, the City Council opened a public hearing regarding the levy of the Phase #1A and 1B Assessments and continued such public hearing to August 5, 2019 and on August 5, 2019 the City Council found and determined that the Phase #1A and 1B Assessment Roll and the Kaufman Public Improvement District No. 1 Service and Assessment Plan (the “Original Service and Assessment Plan”) should be approved and that the Phase #1A and 1B Assessments should be levied in accordance with the Original Service and Assessment Plan; and

WHEREAS, On August 5, 2019, the City Council approved an ordinance (the “Assessment Ordinance”) levying the Phase #1A and 1B Assessments against certain

property within Phase #1A and 1B of the District and approving the Original Service and Assessment Plan; and

WHEREAS, subsequent to the levy of Assessments pursuant to the Assessment Ordinance, the Developer of property within the District determined that the highest and best use of the property within the District required the size of residential lots within Phase #1A and 1B of the District to be modified from the plan set forth in the Original Service and Assessment Plan to provide for additional lot types; and

WHEREAS, such modified development plan necessitates an amendment to the Original Service and Assessment Plan to add additional lot types to the Original Service and Assessment Plan and modify the assessment methodology; and

WHEREAS, such modification shall not increase the Phase #1A and 1B Assessments previously levied with the Original Service and Assessment Plan, but shall require changes to the Original Service and Assessment Plan for Phase #1A and 1B to reflect additional lot sizes that have been developed within Phase #1A and 1B of the District; and

WHEREAS, the City Council finds and determines that an amended and restated Service and Assessment Plan (the “Amended Service and Assessment Plan”) should be approved for the Phase #1A and 1B Assessments; and

WHEREAS, pursuant to Sections 372.013, 372.014, and 372.016 of the Act, the City Council has directed the preparation of an amended and restated Preliminary Service and Assessment Plan (the “Preliminary Amended Plan”), such Preliminary Amended Plan covers a period of at least five years and defines the annual indebtedness and the projected costs of certain improvements (the “Authorized Improvements”) within Phase #1A and 1B of the District; and

WHEREAS, the City Council also directed the preparation of an amended assessment roll for the District that states the assessment against each parcel of land within Phase #1A and 1B of the District (the “Amended Assessment Roll”) and such Amended Assessment Roll is attached to and a part of the Preliminary Amended Plan; and

WHEREAS, the City called a public hearing regarding the Preliminary Amended Plan and the Amended Assessment Roll pursuant to Section 372.016 of the Act; and

WHEREAS, the City, pursuant to Section 372.016(b) and (c) of the Act, published and mailed notice within the District to consider the proposed Preliminary Amended Plan and Amended Assessment Roll; and

WHEREAS, the City Council convened the public hearing at 6:00 p.m. on the 16th day of November and continued such public hearing until the 14th of December, 2020; and

WHEREAS, upon the continuation of the public hearing on the 14th day of December, 2020, at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Amended Service and Assessment Plan, the Amended Assessment Roll, and the proposed Assessments; and

WHEREAS, the City Council finds and determines that the Amended Service and Assessment Plan attached hereto as Exhibit A and Amended Assessment Roll attached thereto should be approved; and

WHEREAS, the City Council further finds that there were no written objections or evidence submitted to the City Secretary in opposition to the Amended Service and Assessment Plan or the Amended Assessment Roll; and

WHEREAS, the City Council closed the hearing, and, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the District, determined to proceed with the adoption of this Resolution in conformity with the requirements of the Act.

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

Section 1. Findings. The findings and determinations set forth in the preambles hereto are hereby incorporated by reference for all purposes.

Section 2. Terms. Terms not otherwise defined herein are defined in the Amended Service and Assessment Plan attached hereto as Exhibit A.

Section 3. Findings. The findings and determinations set forth in the preambles are hereby incorporated by reference for all purposes. The City Council hereby finds, determined and orders, as follows:

- a. The Amended Service and Assessment Plan should be approved as the service plan and assessment plan for the District, as described in Sections 372.013 and 372.014 of the Act;
- b. The Amended Assessment Roll in the form attached to the Amended Service and Assessment Plan should be approved as the assessment roll for the District;
- c. A written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, 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.

Section 4. Assessment Plan. The Amended Service and Assessment Plan is hereby accepted and approved pursuant to Sections 372.013 and 372.014 of the Act as a service plan and an assessment plan for the Authorized Improvements within the District.

Section 5. Assessment Roll. The Amended Assessment Roll is hereby accepted and approved pursuant to Section 372.016 of the Act as the assessment roll for the Authorized Improvements within the District.

Section 6. Severability. If any provision, section, subsection, sentence, clause or phrase of this Resolution, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this Resolution or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council that no portion hereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other portion hereof, and all provisions of this Resolution are declared to be severable for that purpose.

Section 7. Effective Date. This Resolution shall take effect, and the levy of the Assessments, and the provisions and terms of the Amended Service and Assessment Plan shall be and become effective upon passage and execution thereof.

PASSED AND APPROVED this 14th day of December, 2020.

[Remainder of Page left Intentionally Blank]

JEFF JORDAN
MAYOR

ATTEST:

JESSIE HANKS
CITY SECRETARY

APPROVED AS TO FORM:

PATRICIA A. ADAMS
CITY ATTORNEY

Signature Page – Resolution Approving Amended SAP

EXHIBIT A

**AMENDED SERVICE AND ASSESSMENT PLAN
AND AMENDED ASSESSMENT ROLL**

KAUFMAN PUBLIC IMPROVEMENT DISTRICT No. 1

CITY OF KAUFMAN, TEXAS

PRELIMINARY AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN

August 5, 2019

As amended on December 15, 2020

PREPARED BY:

MUNICAP, INC.
— PUBLIC FINANCE —

KAUFMAN PUBLIC IMPROVEMENT DISTRICT No. 1

PRELIMINARY AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN

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APPENDIX B- AUTHORIZED IMPROVEMENTS - PHASES #1A & 1B IMPROVEMENTS

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APPENDIX E - ALLOCATION OF ASSESSMENTS

**APPENDIX F - PROPOSED ASSESSMENT ROLL - PHASES #1A & 1B ASSESSED
PROPERTY**

I. PLAN DESCRIPTION AND DEFINED TERMS

A. INTRODUCTION

On November 13, 2018 (the “Creation Date”) the City Council (the “City Council”) of the City of Kaufman, Texas (the “City”) passed and approved Resolution No. R-27-18 approving and authorizing the creation of the Kaufman Public Improvement District No. 1 (the “PID”) to finance the costs of certain public improvements for the benefit of property in such public improvement district (the “Authorized Improvements”), all of which is located within the City.

The property in the PID is proposed to be developed in multiple phases, and the PID will finance public improvements as the property is developed. Assessments will be imposed on the property for the public improvements to be constructed.

Chapter 372 of the Texas Local Government Code, the “Public Improvement District Assessment Act” (as amended, the “PID Act”), governs the creation and operation of public improvement districts within the State of Texas. This Kaufman Public Improvement District No. 1 Service and Assessment Plan (the “Service and Assessment Plan”) has been prepared in accordance with the PID Act and specifically Sections 372.013, 372.014, 372.015 and 372.016, which address the requirements of a service and assessment plan and the assessment roll. According to Section 372.013 of the PID Act, a service plan “must cover a period of at least five years and must also define the annual indebtedness and the projected costs for improvements. The plan shall be reviewed and updated annually for the purpose of determining the annual budget for improvements.” The service plan is described in Section IV of this Service and Assessment Plan.

Section 372.014 of the PID Act requires that “an assessment plan must be included in the annual service plan.” The assessment plan is described in Section V of this Service and Assessment Plan.

Section 372.015 of the PID Act requires that “the governing body of the municipality or county shall apportion the cost of an improvement to be assessed against property in an improvement district.” The method of assessing the Authorized Improvement Costs and apportionment of such costs to the property in the PID is included in Section V of this Service and Assessment Plan.

Section 372.016 of the PID Act requires that “after the total cost of an improvement is determined, the governing body of the municipality or county shall prepare a proposed assessment roll. The roll must state the assessment against each parcel of land in the district, as determined by the method of assessment chosen by the municipality or county under this subchapter.” The Assessment Roll for the PID is included in this Service and Assessment Plan. The Assessments as shown on the Assessment Roll is based on the method of assessment and apportionment of costs described in Section V of this Service and Assessment Plan.

B. DEFINITIONS

Capitalized terms used herein shall have the meanings ascribed to them as follows:

“Actual Cost(s)” means, with respect to an Authorized Improvement, the demonstrated, reasonable, allocable, and allowable costs of constructing such Authorized Improvement. Actual Cost may include (a) the costs for the design, planning, financing, administration, management, acquisition, installation, construction and/or implementation of such Authorized Improvement, including general contractor construction management fees, if any, (b) the costs of preparing the construction plans for such Authorized Improvement, (c) the fees paid for obtaining permits, licenses or other governmental approvals for such Authorized Improvement, (d) the costs for external professional costs associated with such Authorized Improvement, such as engineering, geotechnical, surveying, land planning, architectural landscapers, advertising, marketing and research studies, appraisals, legal, accounting and similar professional services, taxes (property and franchise), (e) the costs of all labor, bonds and materials, including equipment and fixtures, incurred by contractors, builders and material men in connection with the acquisition, construction or implementation of the Authorized Improvements, (f) all related permitting, zoning and public approval expenses, architectural, engineering, legal, and consulting fees, financing charges, taxes, governmental fees and charges (including inspection fees, County permit fees, development fees), insurance premiums and miscellaneous expenses.

Actual Costs may include general contractor’s fees in an amount up to a percentage equal to the percentage of work completed and accepted by the City or construction management fees in an amount up to five percent of the eligible Actual Costs described in a Certification for Payment. The amounts expended on legal costs, taxes, governmental fees, insurance premiums, permits, financing costs, and appraisals shall be excluded from the base upon which the general contractor and construction management fees are calculated.

“Additional Interest” means the 0.50% additional interest rate charged on Assessments (if applicable) pursuant to Section 372.018 of the PID Act.

“Administrative Expenses” mean the administrative, organization, maintenance and operation costs associated with, or incident to, the administration, organization, maintenance and operation of the PID, including, but not limited to, the costs of: (i) creating and organizing the PID, including conducting hearings, preparing notices and petitions, and all costs incident thereto, including engineering fees, legal fees and consultant fees, (ii) the annual administrative, organization, maintenance, and operation costs and expenses associated with, or incident and allocable to, the administration, organization, and operation of the PID, (iii) computing, levying, billing and collecting Assessments or the Annual Installments thereof, (iv) maintaining the record of installments of the Assessments and the system of registration and transfer of the Bonds, (v) issuing, paying and redeeming the Bonds, (vi) investing or depositing of monies, (vii) complying with the PID Act and other laws applicable to the Bonds, (viii) the Trustee’s reasonable fees and expenses relating to the Bonds, including reasonable fees, (ix) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, and (x) administering the construction of the Authorized Improvements. Administrative Expenses do not

include payment of the actual principal of, redemption premium, if any, and interest on the Bonds. Administrative Expenses collected and not expended for actual Administrative Expenses shall be carried forward and applied to reduce Administrative Expenses in subsequent years to avoid the over-collection of amounts to pay Administrative Expenses.

“Administrator” means the employee or designee of the City, identified in any indenture of trust relating to a series of Bonds or identified in any other agreement approved by the City Council, who shall have the responsibilities provided for herein.

“Annual Installment” means, with respect to each Parcel, each annual payment of: (i) the Assessments including any applicable interest, as shown on the Assessment Roll attached hereto as Appendix F, as applicable, or in an Annual Service Plan Update, and calculated as provided in Section VI of this Service and Assessment Plan, (ii) the Administrative Expenses, and (iii) the Prepayment and Delinquency Reserve described in Section V.F. of this Service and Assessment Plan.

“Annual Service Plan Update” has the meaning set forth in the second paragraph of Section IV of this Service and Assessment Plan.

“Assessed Property” means any property that benefits from the Authorized Improvements within the PID on which Assessments have been imposed as shown in the Assessment Roll, as the Assessment Roll is updated each year by the Annual Service Plan Update. Assessed Property includes Parcels within the PID other than Non-Benefited Property.

“Assessment” means an assessment levied against a Parcel imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on any Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act. An Assessment for a Parcel consists of the Annual Installments to be collected in all years and amounts collected to pay Administrative Expenses and interest on all Assessments.

“Assessment Ordinance” means an Assessment Ordinance adopted by the City Council approving the Service and Assessment Plan (including amendments or supplements to the Service and Assessment Plan) and levying the Assessments.

“Assessment Revenues” mean the revenues actually received by or on behalf of the City from the collection of Assessments.

“Assessment Roll” or **“Assessment Rolls”** means collectively or separately, as applicable, the Assessment Roll included in this Service and Assessment Plan as Appendix F or any other Assessment Roll in an amendment or supplement to this Service and Assessment Plan or in an Annual Service Plan Update, as each may be updated, modified, or amended from time to time in accordance with the procedures set forth in this Service and Assessment Plan and in the PID Act.

“Authorized Improvements” mean those public improvements described in Appendix B of this Service and Assessment Plan and Section 372.003 of the PID Act, acquired, constructed and installed in accordance with this Service and Assessment Plan, and any future updates and/or amendments.

“Authorized Improvement Costs” mean the actual or budgeted costs, as applicable, of all or any portion of the Authorized Improvements, as shown in Appendix B.

“Bonds” mean any bonds issued in one or more series for financing the Authorized Improvements and secured in whole or in part by the Assessment Revenues.

“Budgeted Cost(s)” means the amounts budgeted to construct the Authorized Improvements as used in the preparation of this Service and Assessment Plan.

“Certification for Payment” means the certificate to be provided by the Developer, or his designee, to substantiate the Actual Cost of one or more Authorized Improvements, which may be in segments or sections.

“City” means the City of Kaufman, Texas.

“City Council” means the duly elected governing body of the City.

“County” means Kaufman County, Texas.

“Delinquent Collection Costs” mean interest, penalties and expenses incurred or imposed with respect to any delinquent installment of an Assessment in accordance with the PID Act and the costs related to pursuing collection of a delinquent Assessment and foreclosing the lien against the Assessed Property, including attorney’s fees.

“Developer” means Georgetown KF, Ltd, a Texas limited liability company and its successors and assigns.

“Development Agreement” means that certain Georgetown at Kings Fort Development Agreement relating to the PID executed by and between the Developer and the City effective November 13, 2018, as the same may be amended from time to time.

“Equivalent Units” mean, as to any Parcel the number of dwelling units by lot type expected to be built on the Parcel multiplied by the factors calculated and shown in Appendix D attached hereto.

“Future Phases” means Phases that are fully developed after Phases #1A & 1B as such areas are generally depicted in Appendix A. The Future Phases are subject to adjustment and are shown for example only.

“Homeowner Association” means a homeowners’ association or property owners’ association established for the benefit of property owners within the PID.

“Homeowner Association Property” or (“HOA Property”) means property within the PID owned by or irrevocably offered for dedication to, whether in fee simple or through an easement, a Homeowners’ Association established for the benefit of a group of homeowners or property owners within the PID.

“Lot” means a tract of land described as a “lot” in a subdivision plat recorded in the official public records of Kaufman County, Texas.

“Lot Type” means a classification of final building lots with similar characteristics (e.g. commercial, light industrial, multifamily residential, single family residential, etc.), as determined by the Administrator shown in Appendix D and confirmed by the City Council. In the case of single family residential lots, the Lot Type shall be further defined by classifying the residential lots by the estimated final average home value for each lot as of the date of the recorded subdivision plat, considering factors such as density, lot size, proximity to amenities, view premiums, location, and any other factors that may impact the average home value on the lot, as determined by the Administrator and confirmed by the City Council.

“Lot Type 1” means lots identified as such on the Assessment Roll, being lots with a lot width of 60 feet, which may be referred to as such in the applicable plat.

“Lot Type 2” means lots identified as such on the Assessment Roll, being lots with a lot width of 55 feet, which may be referred to as such in the applicable plat.

“Lot Type 3” means lots identified as such on the Assessment Roll, being lots with a lot width of 50 feet, which may be referred to as such in the applicable plat.

“Maximum Assessment Per Unit” means the following Maximum Assessment Per Unit for each applicable Lot Type as follows:

Lot Type 1 - \$30,114.04

Lot Type 2 - \$28,909.48

Lot Type 3 - \$26,801.50

“Maximum TIRZ Credit Per Unit” means the following Maximum TIRZ Credit Per Unit for each applicable Lot Type as follows:

Lot Type 1 - \$19,603

Lot Type 2 - \$18,819

Lot Type 3 - \$17,447

“Non-Benefited Property” means Parcels that accrue no special benefit from the Authorized Improvements, including Public Property and easements that create an exclusive use for a public

utility provider. Property identified as Non-Benefited Property at the time the Assessments (i) are imposed or (ii) are reallocated pursuant to a subdivision of a Parcel that is not assessed. Assessed Property converted to Non-Benefited Property, if the Assessments may not be reallocated pursuant to the provisions herein, remains subject to the Assessments and requires the Assessments to be prepaid as provided for in Section VI.D.

“Parcel” or “Parcels” means a parcel or parcels within the PID identified by either a tax map identification number assigned by the Kaufman Central Appraisal District for real property tax purposes or by lot and block number in a final subdivision plat recorded in the official public records for real property in Kaufman County.

“Phase” means one or more Parcels within the PID that will be developed in the same general time period. The Parcels within a Phase will be assessed in connection with the issuance of Phased PID Bonds for Authorized Improvements (or the portion thereof) designated in an update to this Service and Assessment Plan that specially benefit the Parcels within the Phase.

“Phases #1A & 1B” means the initial Phases to be developed, identified as “Phase #1A” and “Phase #1B” generally shown in Appendix A, as specifically depicted and described as the sum of all Parcels shown in Appendix F.

“Phases #1A & 1B Assessed Property” means all Parcels within Phases #1A & 1B other than Non-Benefited Property and shown in the Phases #1A & 1B Assessment Roll against which an Assessment relating to the Phases #1A & 1B Improvements is levied.

“Phases #1A & 1B Assessment Revenues” mean the actual revenues received by or on behalf of the City from the collection of Assessments levied against Phases #1A & 1B Assessed Property, or the Annual Installments thereof, for the Phases #1A & 1B Improvements.

“Phases #1A & 1B Assessment Roll” means the document included in this Service and Assessment Plan as Appendix F, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of Bonds or in connection with any Annual Service Plan Update.

“Phases #1A & 1B Improvements” mean the Authorized Improvements which only benefit Phases #1A & 1B Assessed Property and are described in Section III.B.

“Phases #1A & 1B Reimbursement Agreement” means that certain Kaufman Public Improvement District No. 1 Phases #1A & 1B Reimbursement Agreement, dated August 5, 2019, by and between the City and the Developer in which the Developer agrees to fund certain Actual Costs of the Phases #1A & 1B Improvements and the City agrees to reimburse the Developer for a portion of such Actual Costs of the Phases #1A & 1B Improvements funded by the Developer with interest as permitted by the PID Act.

“Phased PID Bonds” mean bonds issued to fund Authorized Improvements (or a portion thereof) in one or more Phases. In connection with the Phased PID Bonds, Assessments will be levied only on Parcels located within the Phase in question.

“PID” has the meaning set forth in Section I.A. of this Service and Assessment Plan.

“PID Act” means Texas Local Government Code Chapter 372, Public Improvement District Assessment Act, Subchapter A, Public Improvement Districts, as amended.

“Planned Development” means the zoning classification established as PD – Planned Development-17 pursuant to Ordinance O-34-17 adopted by the City Council designating the zoning and development standards.

“Prepayment Costs” mean interest and expenses to the date of prepayment, plus any additional expenses related to the prepayment allowed by applicable law, reasonably expected to be incurred by or imposed upon the City as a result of any prepayment of an Assessment, including Administrative Expenses.

“Public Property” means property, right of way and easements within the boundaries of the PID that is owned by or irrevocably offered for dedication to the federal government, the State of Texas, Kaufman County, the City, a school district or any other public agency or political subdivision, whether in fee simple or through an exclusive use easement.

“Service and Assessment Plan” means this Amended and Restated Service and Assessment Plan prepared for the PID pursuant to the PID Act, as the same may be amended from time to time.

“TIRZ No. 1” means the Tax Increment Reinvestment Zone No. 1, City of Kaufman, Texas.

“TIRZ Annual Credit Amount” means, for each Parcel, such Parcel’s prorated amount of TIRZ Revenues calculated pursuant to Section VI.A. of this Service and Assessment Plan.

“TIRZ Ordinance” means an ordinance adopted by the City Council authorizing the use of TIRZ Revenues for project costs under the Tax Increment Financing Act, Texas Tax Code, Chapter 311, as amended, relating to certain public improvements as provided for in the Tax Increment Reinvestment Zone No. One Project Plan and Financing Plan (including amendments or supplements thereto).

“TIRZ Revenues” mean, for each year, the amounts paid by the City from the TIRZ No. tax increment fund pursuant to the TIRZ Ordinance to reduce an Annual Installment, as calculated each year by the Administrator in collaboration with the City, in accordance with Section VI.A. of this Service and Assessment Plan.

“Trust Indenture” means an indenture of trust, ordinance or similar document setting forth the terms and other provisions relating to the Bonds, as modified, amended, and/or supplemented from time to time.

“Trustee” means the fiscal agent or trustee as specified in a Trust Indenture, including a substitute fiscal agent or trustee.

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II. PROPERTY INCLUDED IN THE PID

A. PROPERTY INCLUDED IN THE PID

The PID is presently located within the City and contains approximately 85.5 acres of land. A map of the property within the PID is shown on Appendix A to this Service and Assessment Plan.

At completion, the PID is expected to consist of approximately 305 single family residential units, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to the PID. The estimated number of lots (305) is based upon the proposed development plan.

B. PROPERTY INCLUDED IN PHASES #1A & 1B

Phases #1A & 1B consists of approximately 28.4 acres and is projected to consist of 125 single family residential units. A phasing map of the property depicting the boundaries of each proposed Phase is shown in Appendix A.

C. PROPERTY INCLUDED IN FUTURE PHASES

The Future Phases (#2A & 2B) consists of approximately 57.1 acres and is projected to consist of 180 single family residential units. As Future Phases are developed, additional Bonds may be issued and/or reimbursement agreements may be executed for each new phase. In connection with the issuance of each new Phased PID Bonds, this Service and Assessment Plan will be updated to add additional details of each new Phase(s) as shown for Phases #1A & 1B in Section II.B. A map of the projected property within each Future Phase is shown in Appendix A. The Future Phases are shown for illustrative purposes only and are subject to adjustment.

The estimated number of units at the build-out of the PID is based on the land use approvals for the property, the anticipated subdivision of property in the PID, and the Developer's estimate of the highest and best use of the property within the PID.

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III. DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS

A. AUTHORIZED IMPROVEMENT OVERVIEW

Section 372.003 of the PID Act defines the improvements that may be undertaken by a municipality or county through the establishment of a public improvement district, as follows:

372.003. Authorized Improvements

(a) If the governing body of a municipality or county finds that it promotes the interests of the municipality or county, the governing body may undertake an improvement project that confers a special benefit on a definable part of the municipality or county or the municipality's extraterritorial jurisdiction. A project may be undertaken in the municipality or county or the municipality's extraterritorial jurisdiction.

(b) A public improvement may include:

- (i) landscaping;
- (ii) erection of fountains, distinctive lighting, and signs;
- (iii) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of way;
- (iv) construction or improvement of pedestrian malls;
- (v) acquisition and installation of pieces of art;
- (vi) acquisition, construction, or improvement of libraries;
- (vii) acquisition, construction, or improvement of off-street parking facilities;
- (viii) acquisition, construction, improvement, or rerouting of mass transportation facilities;
- (ix) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements;
- (x) the establishment or improvement of parks;
- (xi) projects similar to those listed in Subdivisions (i)-(x);
- (xii) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement;
- (xiii) special supplemental services for improvement and promotion of the district, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement;
- (xiv) payment of expenses incurred in the establishment, administration, and operation of the district; and

After analyzing the public improvement projects authorized by the PID Act, the City has determined at this time to undertake only Authorized Improvements listed in Section III.B. below and described in Appendix B and shown on the diagram included as Appendix C for the benefit of the Assessed Property. Any change to the list of Authorized Improvements will require the approval of the City and an update to this Service and Assessment Plan.

B. DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS

The descriptions of the Phases #1A & 1B Improvements are presented below, and the estimated costs are shown in Table III-A. The estimated costs shown in Table III-A may be revised in an Annual Service Plan Update as needed.

Roadway improvements:

The roadway improvements within the PID include construction of perimeter road and thoroughfare improvements, including related paving, drainage, curbs, gutters, sidewalks, retaining walls, signage, and traffic control devices. All roadway projects will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Water distribution system improvements:

The water distribution system improvements within the PID consist of construction and installation of water lines, mains, pipes, valves and appurtenances necessary for the water distribution system, as well as related testing, trench safety and erosion protection, necessary to service the Assessed Property. The water distribution system improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Sanitary sewer collection system improvements:

The sanitary sewer collection system improvements within the PID consist of construction and installation of pipes, service lines, manholes, encasements and appurtenances necessary to provide sanitary sewer service to the Assessed Property. The sanitary sewer improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Storm drainage collection system improvements:

The storm drainage collection system improvements consist of reinforced concrete pipes, reinforced concrete boxes, and multi-reinforced box culverts. The storm drainage collection system improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Additional details of the Authorized Improvements are shown in Appendix B attached to this Service and Assessment Plan. The method of cost allocation is explained in Section V.C.

The estimated costs of the Phases #1A & 1B Improvements shown in Table III-A may be revised in Annual Service Plan Updates. Savings from one budget line item may be applied to a cost increase in another budget line item upon approval by the City. These savings may be applied only to increases in costs of the Authorized Improvements (i.e., the improvements for the benefit of property within the PID). The detailed costs of the Authorized Improvements are shown in Appendix B to this Service and Assessment Plan.

Table III-A
Authorized Improvements - Phases #1A & 1B Improvements

Description	Estimated Costs
Roadway improvements	\$1,171,125
Water improvements	\$420,642
Sanitary sewer improvements	\$252,775
Storm drainage improvements	\$641,900
Screening and landscape improvements	\$14,400
Other soft costs including PID creation costs	\$879,158
Total Improvement Costs	\$3,380,000

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IV. SERVICE PLAN

A. SOURCES AND USES OF FUNDS

The PID Act requires the service plan to cover a period of at least five years. The service plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the PID during the five-year period. The Authorized Improvements for Phase #1A improvements have been completed and accepted by the City. It is anticipated that it will take approximately 12 months to construct the Authorized Improvements for Phase #1B.

The Budgeted Costs for the Authorized Improvements plus costs related to the issuance of the Bonds, in one or more series, and payment of expenses incurred in the establishment, administration and operation of the PID are \$3,380,000 as shown in Table IV-A. The service plan shall be reviewed and updated at least annually for the purpose of determining the annual budget for Administrative Expenses, updating the Actual Costs of the Authorized Improvements, and updating the Assessment Roll(s). Any update to this Service and Assessment Plan is herein referred to as an “Annual Service Plan Update.”

The Budgeted Costs of the Phases #1A & 1B Improvements will be financed through the Phases #1A & 1B Reimbursement Agreement. PID Phases Bonds may be issued in the future; and, to the extent provided by law, the proceeds from the Phased PID Bonds will be used to reimburse certain Actual Costs paid by the Developer under the terms of the Phases #1A & 1B Reimbursement Agreement and/or to pay any unpaid Actual Costs of the Authorized Improvements required to be paid under the PID Reimbursement Agreement.

Table IV-A on the following page shows the estimated sources and Uses for the Phases #1A & 1B Improvements.

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Table IV-A
Estimated Sources and Uses

Sources of Funds	Phases #1A & 1B Reimbursement Agreement
Assessments - Reimbursement Agreement	\$3,380,000
Other funding sources	\$0
Total Sources	\$3,380,000
Uses of Funds	
<i>Phases #1A & 1B Improvements</i>	
Road improvements	\$1,171,125
Water distribution system improvements	\$420,642
Sanitary sewer improvements	\$252,775
Storm drainage improvements	\$641,900
Screening and landscape improvements	\$14,400
Other soft and miscellaneous costs	\$879,158
Total Uses	\$3,380,000

The annual projected costs and annual projected indebtedness is shown by Table IV-B. The annual projected costs and indebtedness is subject to revision and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

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Table IV-B
Annual Projected Costs and Annual Projected Indebtedness

Year	Annual Projected Cost	Annual Projected Indebtedness	Other Funding Sources	Projected Phase #1A & 1B Annual Installments
2019	\$3,380,000	\$3,380,000	\$0	\$0
2020	\$0	\$0	\$0	\$42,828 ⁽¹⁾
2021	\$0	\$0	\$0	\$215,486
2022	\$0	\$0	\$0	\$236,098
2023	\$0	\$0	\$0	\$240,628
2024	\$0	\$0	\$0	\$244,897
2025	\$0	\$0	\$0	\$233,372
Total	\$3,380,000	\$3,380,000	\$0	\$1,213,310

1 – Represents Annual Installments billed for twenty-five (25) residential lots where the City has issued a building permit as of August 12, 2020.

The annual projected costs shown in Table IV-B are the annual expenditures relating to the Phases #1A & 1B Improvements shown in Table III-A and the costs associated with creating the PID. The difference between the annual projected cost and the annual projected indebtedness, if any, represents an amount funded by the Developer, which may be reimbursed with future Bond proceeds to the extent available.

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V. ASSESSMENT PLAN

A. INTRODUCTION

The PID Act requires the City Council to apportion the costs of the Authorized Improvements on the basis of special benefits conferred upon the property because of the Authorized Improvements. The PID Act provides that the costs of the Authorized Improvements may be assessed: (i) equally per front foot or square foot; (ii) according to the value of the property as determined by the governing body, with or without regard to improvements on the property; or (iii) in any other manner that results in imposing equal shares of the cost on property similarly benefited. The PID Act further provides that the governing body may establish by ordinance or order reasonable classifications and formulas for the apportionment of the cost between the municipality and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

The proposed bond issuance program anticipates a reimbursement agreement followed by a series of Bond financings that are intended to finance or refinance the public infrastructure required for the development. This financing may be undertaken in phases to coincide with the private investment and development of the Authorized Improvements.

For purposes of this Service and Assessment Plan, the City Council has determined that the costs of the Phase #1A & 1B Improvements shall be allocated as described below.

1. The Phase #1A & 1B Improvement costs shall be allocated to the Assessed Property proportionally based on the Equivalent Units calculated based on the estimated average home values for each residential Lot Type, once such Assessed Property is developed, and that such method of allocation will result in the imposition of equal shares of the costs of the Authorized Improvements to Parcels similarly benefited.
2. The City Council has concluded that larger more expensive homes are likely to be built on the larger lots, and that larger more expensive homes are likely to make greater use of and receive greater benefit from the Authorized Improvements. In determining the relative values of Parcels, the City Council has taken in to consideration: (i) the type of development (i.e., residential, commercial, etc.), (ii) single-family lot sizes and the size of homes likely to be built on lots of different sizes, (iii) current and projected home prices provided by the Developer, (iv) the Authorized Improvements to be provided and the estimated costs, and (v) the ability of different property types to utilize and benefit from the improvements.
3. The Assessed Property is classified into different Lot Types as described in Appendix D based on the type and size of proposed development on each Parcel.
4. Equivalent Units are calculated for each Lot Type based on the average home value of each Lot Type.

At this time, it is impossible to determine with absolute certainty the amount of special benefit each Parcel within Future Phases will receive from internal subdivision Authorized Improvements that will benefit each individual phase and that are to be financed with Phased PID Bonds. Therefore, at this time Parcels are only assessed for the special benefits conferred upon the Parcel because of the Phase #1A & 1B Improvements.

In connection with the issuance of Phased PID Bonds and/or execution of related reimbursement agreements, this Service and Assessment Plan will be updated to reflect the special benefit each Parcel of Assessed Property within a Future Phase receives from the specific Authorized Improvements funded with those Phased PID Bonds issued with respect to that Future Phase. Prior to assessing Parcels located within Future Phases in connection with issuance of Phased PID Bonds, each owner of the Parcels to be assessed must acknowledge that the Authorized Improvements to be financed confer a special benefit on their Parcel and must consent to the imposition of the Assessments to pay for the Actual Costs of such Authorized Improvements.

This section of this Service and Assessment Plan currently (i) describes the special benefit received by each Parcel within the Assessed Property as a result of the Authorized Improvements, (ii) provides the basis and justification for the determination that the special benefit equals or exceeds the amount of the Assessments to be levied on the Assessed Property, and (iii) establishes the methodologies by which the City Council allocates and reallocates the special benefit of the Authorized Improvements to the Assessed Property in a manner that results in equal shares of the Actual Costs of such improvements being apportioned to the Assessed Property similarly benefited. The determination by the City Council of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Developer and all future owners and developers of the Assessed Property.

As Future Phases are developed, in connection with the issuance of Phased PID Bonds this Service and Assessment Plan will be updated based on the City's determination of the assessment methodology for each Future Phase.

B. SPECIAL BENEFIT

Assessed Property must receive a direct and special benefit from the Authorized Improvements, and this benefit must be equal to or greater than the amount of the Assessments. The Authorized Improvements are provided specifically for the benefit of the Assessed Property. The Authorized Improvements (more particularly described in line-item format in Appendix B to this Service and Assessment Plan) and the costs of issuance and payment of costs incurred in the establishment of the PID shown in Table IV-A are authorized by the PID Act. These Authorized Improvements are provided specifically for the benefit of the Assessed Property.

Each owner of the Assessed Property has acknowledged that the Authorized Improvements confer a special benefit on the Assessed Property and has consented to the imposition of the Assessments to pay for the Actual Costs associated therewith. Each of the owners is acting in its interest in consenting to this apportionment and levying of the Assessments because the special benefit

conferred upon the Assessed Property by the Authorized Improvements exceeds the amount of the Assessments.

The Authorized Improvements provide a special benefit to the Assessed Property as a result of these improvements being constructed on the Assessed Property or in close proximity to the Assessed Property and the specific purpose of these Authorized Improvements of providing infrastructure for the Assessed Property. In other words, the Assessed Property could not be used in the manner proposed without the construction of the Authorized Improvements. The Authorized Improvements are being provided specifically to meet the needs of the Assessed Property as required for the proposed use of the property.

The Assessments are being levied to provide the Authorized Improvements that are required for the highest and best use of the Assessed Property (i.e., the use of the property that is most valuable, including any costs associated with that use). Highest and best use is defined as “the reasonably probable and legal use of property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value.” (*Dictionary of Real Estate Appraisal, Third Edition.*) The Authorized Improvements are required for the proposed use of the Assessed Property to be physically possible, appropriately supported, financially feasible, and maximally productive.

The Developer has evaluated the potential use of the property and has determined that the highest and best use of the property is the use intended and the legal use for the property as described in Section II of this Service and Assessment Plan. The use of the Assessed Property as described herein will require the construction of the Authorized Improvements.

At the time of Assessment levy, each owner of the Assessed Property had ratified, confirmed, accepted, agreed to and approved; (i) the determinations and findings by the City Council as to the special benefits described in this Service and Assessment Plan and the Assessment Ordinance; and (ii) the levying of Assessments on the Assessed Property. Use of the Assessed Property as described in this Service and Assessment Plan and as authorized by the PID Act requires that Authorized Improvements be acquired, constructed, installed, and/or improved. Funding the Actual Costs of the Authorized Improvements through the PID has been determined by the City Council to be beneficial to the City and the PID. The Authorized Improvements result in a special benefit to the Assessed Property, and this special benefit exceeds the amount of the Assessment. This conclusion is based on and supported by the evidence, information, and testimony provided to the City Council.

In summary, the Authorized Improvements result in a special benefit to the Assessed Property for the following reasons:

1. The Authorized Improvements are being provided specifically for the use of the Assessed Property, are necessary for the proposed best use of the property and provide a special benefit to the Assessed Property;

2. The Developer has consented to the imposition of the Assessments for the purpose of providing the Authorized Improvements and the Developer is acting in its interest by consenting to the imposition of the Assessments;
3. The Authorized Improvements are required for the highest and best use of the property;
4. The highest and best use of the Assessed Property is the use of the Assessed Property that is most valuable (including any costs associated with the use of the Assessed Property);

C. ASSESSMENT METHODOLOGY

1. Assessment Methodology for Phases #1A & 1B Improvements

The Actual Costs may be assessed by the City Council against the Assessed Property so long as the special benefit conferred upon the Assessed Property by the Authorized Improvements equals or exceeds the Assessments. The Actual Costs may be assessed using any methodology that results in the imposition of equal shares of the Actual Costs on Assessed Property similarly benefited.

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Authorized Improvements shall be allocated to the Assessed Property by spreading the entire Assessment across the Parcels based on the estimated Equivalent Units as calculated and shown in Appendix D using the types, number and average home value of Lots anticipated to be developed on each Parcel. Having taken into consideration the matters described under Sections V.A and Section V.B above, the City Council has determined that allocating the Assessments among Parcels based on average home value is best accomplished by creating classifications of benefited Parcels based on the Lot Types. These classifications (from Lot Type 1 (60 Ft Lots) representing the highest residential value to Lot Type 3 (50 Ft Lot) representing the lowest value. Assessments are allocated on the basis of the highest average home value for each Lot Type. This is accomplished by giving each Lot Type an Equivalent Unit factor. Equivalent Units are the ratio of the average value of lots within each Lot Type, setting the Equivalent Unit factor for Lot Type 1 (60 Ft Lots) to 1.0.

Based on the Actual Costs of the Authorized Improvements provided by the Developer, as set forth in Table III-A, the City Council has determined that the benefit to the Assessed Property is equal to or greater than the Assessments to be levied on the Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Lot Type based on the ratio of the Equivalent Unit applicable to each Lot Type at the time residential Lots are platted to the total Equivalent Units of all Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council. As part of the determination

as to the ability of different Lot Types to utilize and benefit from the Authorized Improvements, the City Council has taken into consideration that larger, more expensive homes, on average, will create more vehicle trips and greater demands for water and wastewater consumption, and larger, more expensive homes are likely to be built on larger, more valuable lots placing greater demand on the Authorized Improvements.

The Assessment and Annual Installments for each Parcel or Lot located within the PID is shown on the Assessment Roll, attached as Appendix F, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

2. Assessment Methodology for Future Phases

When Future Phases are developed or Phased PID Bonds for Future Phases are to be issued, this Service and Assessment Plan will be amended to determine the assessment methodology that results in the imposition of equal shares of the Actual Costs on Assessed Property similarly benefited within Future Phases.

D. ASSESSMENTS

The Assessments will be levied on each Parcel according to the Assessment Roll, attached hereto as Appendix F. The Annual Installments for the Phases #1A & 1B Reimbursement Agreement will be collected at the time and in the amounts shown on the Phases #1A & 1B Assessment Roll, respectively, subject to any revisions made during an Annual Service Plan Update.

E. ADMINISTRATIVE EXPENSES

The cost of administering the PID and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of Assessment levied against the Parcel. The Administrative Expenses shall be collected as part of and in the same manner as Annual Installments in the amounts shown on the Assessment Roll, which may be revised based on actual costs incurred in Annual Service Plan Updates

F. TIRZ ANNUAL CREDIT AMOUNT

Pursuant to the TIRZ Ordinance, the City has agreed to use TIRZ Revenues generated from each Parcel to offset a portion of such Parcel's Annual Installments (the "TIRZ Annual Credit Amount"). The Annual Installment for each Parcel shall be calculated by taking into consideration any TIRZ Annual Credit Amount applicable to the Parcel then on deposit in the TIRZ No. 1 tax increment fund. The TIRZ Annual Credit Amount applicable to each Parcel shall be calculated as described under Section VI.A. of this Service and Assessment Plan.

VI. TERMS OF THE ASSESSMENTS

A. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN PHASES #1A & 1B OF THE PID

The Assessments, and Annual Installments thereof, for each Parcel of Phases #1A & 1B Assessed Property is shown on the Assessment Roll, attached as Appendix F, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The City has agreed to use a portion of the TIRZ Revenues generated by each Parcel, the TIRZ Annual Credit Amount, to reduce the Annual Installments for that Parcel. The Annual Installments shall be collected in an amount sufficient to pay (i) principal and interest on the Phases #1A & 1B Reimbursement Agreement, and (ii) to pay Administrative Expenses related to the PID. The Annual Installment for each Parcel shall be calculated by taking into consideration any lawfully available funds to the PID and TIRZ Annual Credit Amount applicable to the Parcel. The TIRZ Annual Credit Amount shall be calculated separately for each Parcel and such TIRZ Annual Credit Amount shall be applied on a Parcel-by-Parcel basis. As described in Section V.F., the TIRZ Revenues attributable to each Parcel of Assessed Property collected in any given year shall be used to calculate each Parcel's TIRZ Annual Credit Amount for such Parcel in the following year (i.e., TIRZ Revenues collected in Tax Year 2020 shall be used to calculate the TIRZ Annual Credit Amount applicable to Annual Installments to be collected in Tax Year 2021). TIRZ Annual Credit Amounts shall be calculated for those Parcels that are subject to Assessments in the PID. The estimated number of units to be used for the calculation of the TIRZ Annual Credit Amount, if applicable, shall be determined by the Administrator based on the information available to the Administrator at the time of such calculations.

As described above, the Annual Installment for an Assessed Property shall receive a TIRZ Annual Credit Amount equal to the TIRZ Revenue generated by the Parcel for the previous Tax Year until the Maximum TIRZ Credit per Unit is reached for such Parcel, but in no event shall the TIRZ Annual Credit Amount exceed the amount sufficient to result in a net PID Annual Installment tax rate equivalent $[(\text{Annual Installment} - \text{TIRZ Annual Credit Amount}) \div \text{assessed value}]$ of \$0.368 per \$100 of assessed value.

After the TIRZ Annual Credit Amount is applied to provide a credit towards a portion of the Annual Installment for the Parcel, any excess TIRZ Revenues available for the purposes of an offset to the Assessments on such Parcel pursuant to the Development Agreement, shall be held in a segregated account by the City and shall be used either (1) to prepay a portion of the Assessments on the Parcel in a manner determined by the City and the Administration to be fair and equitable, and to pay the outstanding principal balance of the Reimbursement Agreement and/or redeem bonds pursuant to the extraordinary redemption provisions of the applicable Trust Indenture, or (2) to be applied as a credit towards a portion of Annual Installments in future years in an effort to maintain a stable Annual Installment schedule.

B. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN FUTURE PHASES OF THE PID

The Assessments, and Annual Installments thereof, for each Parcel of Assessed Property within the Future Phases will be shown as a separate Assessment Roll, to be attached as Appendix E, once such Assessments are levied.

As Future Phases are developed, this Service and Assessment Plan will be amended to determine the additional Assessment and additional Annual Installments for each Assessed Property, if any, located within Future Phases (e.g., Appendix E will be updated). The Assessments shall not exceed the benefit received by the Assessed Property.

C. REALLOCATION OF ASSESSMENTS

1. Subdivision

Upon the subdivision of any Parcel based upon a recorded subdivision plat, the Assessment for the Parcel prior to the subdivision shall be reallocated among the new subdivided Parcels according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

- A = the Assessment for each new subdivided Parcel
- B = the Assessment for the Parcel prior to subdivision
- C = the estimated number of units to be built on each new subdivided Parcel
- D = the sum of the estimated number of units to be built on all of the new subdivided Parcels

The calculation of the estimated number of units to be built on a Parcel shall be performed by the Administrator based on a recorded plat.

The sum of the Assessments for all newly subdivided Parcels shall equal the Assessment for the Parcel prior to subdivision. The calculation shall be made separately for each newly subdivided Parcel. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the subdivision of the Parcels.

Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the City Council.

2. Consolidation

Upon the consolidation of two or more Parcels, the Assessment for the consolidated Parcel shall be the sum of the Assessments for the Parcels prior to consolidation. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the consolidation of the Parcels. Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the City Council.

D. MANDATORY PREPAYMENT OF ASSESSMENTS

1. Prior to the City approving a subdivision plat, the Administrator will certify that such plat will not result in the Assessment per Parcel to exceed the Maximum Assessment per Unit. If a subdivision of a Parcel or consolidation of Parcels results in a reallocated Assessment per unit for a Parcel that would exceed the Maximum Assessment per Unit shown in this Service and Assessment Plan, the owner shall pay to the City at the time of the subdivision or consolidation the amount by which the reallocated Assessment for the Parcel exceeds the Maximum Assessment per Unit plus, if applicable, accrued interest through the date of such payment. Prepayment Costs, if any, that result from such owner-initiated subdivision or consolidation shall be paid by the owner to the City at the time of the subdivision or consolidation.

2. If a Parcel subject to Assessments is transferred to a party that is exempt from the payment of the Assessment under applicable law, or if an owner causes a Parcel subject to Assessments to become Non-Benefited Property, the owner of such Parcel shall pay to the City the full amount of the principal portion of the Assessment on such Parcel, plus all Prepayment Costs and Delinquent Collection Costs, prior to any such transfer or act.

3. The payments required above shall be treated the same as any Assessment that is due and owing under the PID Act, the Assessment Ordinance, and this Service and Assessment Plan, including the same lien priority, penalties, procedures, and foreclosure specified by the PID Act.

E. REDUCTION OF ASSESSMENTS

1. If, after all Authorized Improvements have been completed and Actual Costs for such Authorized Improvements are less than the Authorized Improvement Costs used to calculate the Assessments as set forth in the Assessment Roll, resulting in excess Assessment Revenues and/or Bond proceeds, then the Assessment as set forth in the Assessment Roll for each Parcel of Assessed Property shall be reduced by the City Council pro rata such that the sum of the resulting reduced Assessments for all Assessed Properties equals the reduced Actual Costs. Any excess Bond proceeds shall be applied to redeem Bonds of such series as provided in the applicable Trust Indenture. Any excess Assessment Revenues that are in excess of the costs of the Authorized Improvements as set forth herein, shall be used to reduce the outstanding principal amount of the Reimbursement Agreement or used to redeem Bonds, as applicable. The Assessments shall not

be reduced to an amount less than the related outstanding amounts due pursuant to reimbursement agreement and/or series of Bonds. If all of the Authorized Improvements are not completed, the City may reduce the Assessments in another method if it determines such method would better reflect the benefit received by the Parcels from the Authorized Improvements completed.

2. If after all Authorized Improvements have been completed and a portion of the Bonds have been redeemed, then the Assessment securing such series of Bonds for each Parcel of Assessed Property shall be reduced by the City Council pro rata such that the sum of the resulting reduced Assessments for all Assessed Properties equals the remaining outstanding Bonds after such redemptions. The Assessments shall not be reduced to an amount less than the related outstanding of Bonds.

3. If all the Authorized Improvements are not undertaken, resulting in excess Assessment Revenues and/or Bond proceeds, then the Assessments and Annual Installments for each Parcel shall be appropriately reduced by the City Council to reflect only the amounts required to repay amounts due pursuant to the reimbursement agreement and/or repay the Bonds, including interest on the Bonds and due pursuant to the reimbursement agreement and Administrative Expenses. Excess Bond proceeds shall be applied to redeem Bonds, as set forth in the applicable indenture. The City Council may reduce the Assessments and the Annual Installments for each Parcel (i) in an amount that represents the Authorized Improvements provided for each Parcel or (ii) by an equal percentage calculated based on the number of units, or (iii) in any other manner determined by the City Council to be the most fair and practical means of reducing the Assessments for Assessed Property such that the sum of the resulting reduced Assessments equals the amount required to repay amount due pursuant to the reimbursement agreement and/or the Bonds, including interest and Administrative Expenses.

F. PAYMENT OF ASSESSMENTS

1. Payment in Full

- (a) The Assessment for any Parcel may be paid in full at any time. Such payment shall include all Prepayment Costs. If prepayment in full will result in redemption of Bonds, the payment amount shall be reduced by the amount, if any, of interest through the date of redemption of Bonds and reserve funds applied to the redemption under the Trust Indenture, net of any other costs applicable to the redemption of such Bonds.
- (b) If an Annual Installment has been billed prior to payment in full of an Assessment, the Annual Installment shall be due and payable and shall be credited against the payment-in-full amount
- (c) Upon payment in full of the Assessment and all Prepayment Costs, the City shall deposit the payment in accordance with the Trust Indenture, if applicable or other relevant PID documents; whereupon, the Assessment shall be reduced to zero and the Assessment Roll revised accordingly, and the owner's obligation to pay the Assessment and Annual Installments thereof shall automatically terminate. The Administrator shall cause the revised

Assessment Roll to be approved by the City Council as part of the next Annual Service Plan update. The City shall provide owner with a recordable notice of the termination of the Assessment. The City Manager or their designee is hereby authorized to execute any such notice or other lien release documents.

- (d) At the option of the owner, the Assessment on any Parcel plus Prepayment Costs may be paid in part. Upon the payment of such amounts for a Parcel, the Assessment for the Parcel shall be reduced, the Assessment Roll shall be updated to reflect such partial payment, and the obligation to pay the Annual Installment for such Parcel shall be reduced to the extent the partial payment is made.

2. Payment in Annual Installments

The PID Act provides that an Assessment for a Parcel may be paid in full at any time. If not paid in full, the PID Act authorizes the Assessment to be paid in installments and additionally allows the City to collect interest, administrative expenses and other authorized charges in installments. An Assessment for a Parcel that is not paid in full will be collected in Annual Installments each year in the amounts shown on the Assessment Roll, as updated as provided for herein, which include interest, Administrative Expenses, and payments required for the Prepayment Reserve and Delinquency Reserve. Payment of the Annual Installments shall commence as set forth herein.

Each Assessment shall be paid with interest of no more than the lesser of (i) the actual interest rate paid on Bonds, if any, or (ii) 8.00%. The Assessment Roll sets forth for each year the Annual Installment for each Parcel based on an interest rate of 5.47% for years 1 through 5 and 5.00% thereafter. Interest on the Phases #1A & 1B Reimbursement Agreement shall be paid based on an interest rate of 5.47% per annum for years 1 through 5 and 5.00% per annum following the fifth Annual Installment in accordance with the Phases #1A & 1B Reimbursement Agreement. Each Assessment shall be paid at a rate not to exceed five hundred basis points above the highest average index rate for tax-exempt bond reported in a daily or weekly bond index approved by the City and reported in the month prior to the establishment of the Assessment and continuing for a period of five years from such date. Such rate shall then adjust and shall not exceed two hundred basis points above the bond index rate described above and shall continue until the Assessment is paid in full. The index approved by the City is the Bond Buyer Index for which the highest average rate during July 2019 was 3.00%. The City has determined that the Assessment shall bear interest at the interest rate of 5.47% per annum for years 1 through 5 and 5.00% per annum following the fifth Annual Installment, which rates are less than the initial maximum allowable rate of interest of 8.00% for years 1 through 5 and equal to the maximum allowable rate of interest following the fifth Annual Installment, which would be 5.00%. Furthermore, the Annual Installments may not exceed the amounts shown on the Assessment Roll. The Assessment Roll, shown as Appendix F, has been updated with the actual interest rates on the Phases #1A & 1B Reimbursement Agreement. Upon the issuance of Phased PID Bonds, the Assessments shall bear interest at the rate of the Bonds, plus Additional Interest, which rate may exceed the current rates set forth in the Assessment Roll

The Annual Installments shall be reduced to equal the actual costs of repaying the obligations and actual Administrative Expenses (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances.

The City reserves and shall have the right and option to refund the Bonds in accordance with Section 372.027 of the PID Act, Chapter 1207 of the Texas Government Code or any other applicable authority provided by the laws of the State of Texas. In the event of such refunding, the Administrator shall recalculate the Annual Installments, and if necessary, may adjust, or decrease, the amount of the Annual Installments so that total Annual Installments of Assessments will be produced in annual amounts that are required to pay the refunding bonds when due and payable as required by and established in the ordinance and/or the indenture authorizing and securing the refunding bonds, and such refunding bonds shall constitute Bonds for purposes of this Service and Assessment Plan.

G. COLLECTION OF ANNUAL INSTALLMENTS

No less frequently than annually, the Administrator shall prepare, and the City Council shall approve, an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include an updated Assessment Roll and a calculation of the Annual Installment for each Parcel. Administrative Expenses shall be allocated among Parcels in proportion to the amount of the Annual Installments for the Parcels. Each Annual Installment shall be reduced by any credits applied under the applicable Trust Indenture, including capitalized interest, interest earnings on any account balances, and any other funds available to the Trustee for such purpose, and including any existing deposits to a prepayment reserve. Annual Installments shall be collected by the City in the same manner and at the same time as ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the City. The City Council may provide for other means of collecting the Annual Installments to the extent permitted under the PID Act. The Assessments shall have lien priority as specified in the PID Act.

The collection of the first Annual Installment for a Phases #1A & 1B Lot or Parcel shall commence upon the earlier of: (i) with tax bills sent the first October following the issuance of the first building permit for each Lot within each Phase, such that Assessments are billed only for Lots for which a building permit has been issued, (ii) with tax bills sent the first October after issuance of a series of Phased PID Bonds for Phases #1A & 1B Assessed Property, such that upon the issuance of PID Bonds, all Assessments in the applicable Phase shall begin collection, or (iii) with tax bills sent the first October occurring after the expiration of two years from the date of the levy of Assessments on the Phases #1A & 1B Assessed Property, such that all Assessments in the applicable Phase begin collection immediately after the expiration of such two year period. Such first Annual Installment for a Phases #1A & 1B Lot or Parcel for which collection has begun, shall be due by January 31st of the following calendar year.

Any sale of Assessed Property for nonpayment of the Annual Installments shall be subject to the lien established for the remaining unpaid Annual Installments against such Assessed Property and such Assessed Property may again be sold at a judicial foreclosure sale if the purchaser thereof fails to make timely payment of the non-delinquent Annual Installments against such Assessed Property as they become due and payable.

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VII. THE ASSESSMENT ROLL

A. PHASES #1A & 1B ASSESSMENT ROLL

The City Council has evaluated each Parcel in Phase #1A & 1B (based on numerous factors such as the applicable zoning for developable area, the use of proposed Owner's Association Property, the Public Property, the types of Public Improvements, and other development factors deemed relevant by the City Council) to determine the amount of Assessed Property within Phase #1A & 1B.

The Phases #1A & 1B Assessed Property will be assessed for the special benefits conferred upon such property as a result of the Phases #1A & 1B Improvements. Table VII-A summarizes the \$3,380,000 in special benefit received by the Assessed Property from the Authorized Improvements and costs associated with the PID formation. The total amount the Phases #1A & 1B Reimbursement Agreement is \$3,380,000 which is equal to or less than the benefit received by the Assessed Property, and as such the total Assessment for all Assessed Property within the PID is \$3,380,000 plus annual Administrative Expenses. The Assessment for each Parcel of Phases #1A & 1B Assessed Property within the PID is calculated based on the Assessment methodologies described in Section V.C. of this Service and Assessment Plan. The Assessment Roll is attached hereto as Appendix F.

Table VII-A
Phase #1A & 1B Reimbursement Agreement
Special Benefit Summary

Special Benefit	Total Cost
Phase #1A & 1B Projects	
<i>Total Authorized Improvements (a)</i>	\$3,380,000
Total Special Benefit	\$3,380,000
Special Benefit	
Total Special Benefit	\$3,380,000
Projected Assessment	\$3,380,000
Excess Benefit	\$0

(a) See Table III-A for details.

B. FUTURE PHASES ASSESSMENT ROLL

As Future Phases are developed, this Service and Assessment Plan will be updated to determine the Assessment for each Parcel located within the Phase (e.g., Appendix G will be added).

C. ANNUAL ASSESSMENT ROLL UPDATES

The Administrator shall prepare, and shall submit to the City Council for approval, annual updates to the Assessment Roll in conjunction with the Annual Service Plan Update to reflect the following matters, together with any other changes helpful to the Administrator or the City and permitted by the PID Act: (i) the identification of each Parcel (ii) the Assessment for each Assessed Property, including any adjustments authorized by this Service and Assessment Plan and in the PID Act; (iii) the Annual Installment for the Assessed Property for the year (if the Assessment is payable in installments); and (iv) payments of the Assessment, if any, as provided by Section VI.F. of this Service and Assessment Plan. The Assessment Roll shall be updated, which update may be done in the next Annual Service Plan Update, to reflect the issuance of additional Bonds, if any.

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VIII. MISCELLANEOUS PROVISIONS

A. ADMINISTRATIVE REVIEW

The City may elect to designate a third party to serve as Administrator at any time in the City's sole discretion. The City shall notify Developer in writing at least thirty (30) days in advance before appointing a third-party Administrator.

To the extent consistent with the PID Act, an owner of an Assessed Parcel claiming that a calculation error has been made in the Assessment Roll(s), including the calculation of the Annual Installment, shall send a written notice describing the error to the City not later than thirty (30) days after the date any amount which is alleged to be incorrect is due prior to seeking any other remedy. If the Owner fails to give such notice, such Owner shall be deemed to have accepted the calculation of the Assessment Roll (including the Annual Installments) and to have waived any objection to the calculation. The Administrator shall promptly review the notice, and if necessary, meet with the Assessed Parcel owner, consider written and oral evidence regarding the alleged error and decide whether, in fact, such a calculation error occurred.

If the Administrator determines that a calculation error has been made and the Assessment Roll should be modified or changed in favor of the Assessed Parcel owner, such change or modification shall be presented to the City Council for approval to the extent permitted by the PID Act or other applicable laws. A cash refund may not be made for any amount previously paid by the Assessed Parcel owner (except for the final year during which the Annual Installment shall be collected or if it is determined there are sufficient funds to meet the expenses of the PID for the current year), but an adjustment may be made in the amount of the Annual Installment to be paid in the following year. The decision of the Administrator regarding a calculation error relating to the Assessment Roll may be appealed to the City Council. Any amendments made to the Assessment Roll(s) pursuant to calculation errors shall be made pursuant to the PID Act.

The decision of the Administrator, or if such decision is appealed to the City Council, the decision of the City Council, shall be conclusive as long as there is a reasonable basis for such determination. This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to any other appeal or legal action by such owner.

B. TERMINATION OF ASSESSMENTS

Each Assessment shall be extinguished on the date the Assessment is paid in full, including unpaid Annual Installments, Prepayment Costs and Delinquent Collection Costs, if any. After the extinguishment of an Assessment and the collection of any delinquent Annual Installments and Delinquent Collection Costs, the City shall provide the owner of the affected Parcel a recordable "Notice of the PID Assessment Termination."

C. AMENDMENTS

Amendments to the Service and Assessment Plan can be made as permitted or required by the PID Act and under Texas law.

To the extent permitted by the PID Act, the City Council reserves the right to amend this Service and Assessment Plan without notice under the PID Act and without notice to property owners of Parcels:

(i) to correct mistakes and clerical errors; (ii) to clarify ambiguities; (iii) to provide procedures for the collection and enforcement of Assessments, Prepayment Costs, Collection Costs, and other charges imposed by the Service and Assessment Plan, and (iv) as may be required by the Attorney General of Texas in connection with the issuance of any series of Bonds.

D. ADMINISTRATION AND INTERPRETATION OF PROVISIONS

The City Council shall administer the PID, this Service and Assessment Plan, and all Annual Service Plan Updates consistent with the PID Act, and shall make all interpretations and determinations related to the application of this Service and Assessment Plan unless stated otherwise herein or in the Trust Indenture; such interpretations and determinations shall be conclusive

E. SEVERABILITY

If any provision, section, subsection, sentence, clause or phrase of this Service and Assessment Plan or the application of same to an Assessed Parcel or any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this Service and Assessment Plan or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this Service and Assessment Plan that no part hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other part hereof, and all provisions of this Service and Assessment Plan are declared to be severable for that purpose.

If any provision of this Service and Assessment Plan is determined by a court to be unenforceable, the unenforceable provision shall be deleted from this Service and Assessment Plan and the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the City.

APPENDIX A THE PID MAP

APPENDIX B
AUTHORIZED IMPROVEMENTS – PHASES #1A & 1B IMPROVEMENTS

GEORGETOWN AT KINGS FORT - 305 Single Family Lots
PUBLIC IMPROVEMENT DISTRICT COST BREAKDOWN

May 23, 2019

SUMMARY

DIRECT PUBLIC COSTS		Phases				Total
		1A - 59 Lots	1B - 66 Lots	2A - 58 Lots	2B - 122 Lots	
1	Clearing / Excavation	\$ 48,425	\$ 122,200	\$ 74,425	\$ 240,825	\$ 485,875
2	Water	\$ 186,910	\$ 153,250	\$ 92,175	\$ 300,975	\$ 733,310
3	Sanitary Sewer	\$ 161,385	\$ 121,390	\$ 74,870	\$ 244,230	\$ 601,875
4	Storm Sewer	\$ 436,150	\$ 205,750	\$ 124,000	\$ 428,000	\$ 1,193,900
5	Pavement	\$ 560,500	\$ 501,525	\$ 301,065	\$ 975,150	\$ 2,338,240
6	Retaining Walls					
7	Erosion Control					
8	Amenities/Landscaping/Screening	\$ 15,000	\$ 14,400	\$ -	\$ -	\$ 29,400
9	Franchise Utilities					
10	Miscellaneous	\$ 5,230	\$ 6,221	\$ 3,787	\$ -	\$ 15,238
11	Phase 1A Dirtwork for the Benefit of 2A	\$ (3,400)	\$ -	\$ 3,400	\$ -	\$ -
12	Phase 1B Storm Sewer for the Benefit of 2A & 2B	\$ (30,000)	\$ -	\$ 10,000	\$ 20,000	\$ -
13	Phase 1B Paving for the Benefit of 2A & 2B	\$ (58,125)	\$ -	\$ 19,375	\$ 38,750	\$ -
14	Phase 1B Water for the Benefit of 2A & 2B	\$ (9,188)	\$ -	\$ 3,063	\$ 6,125	\$ -
Hard Cost Subtotal		\$ 1,312,887	\$ 1,124,736	\$ 706,160	\$ 2,254,055	\$ 5,397,838
15	Engineering/Surveying	10% \$ 131,289	\$ 112,474	\$ 70,616	\$ 225,406	\$ 539,784
16	Construction Management	1% \$ 13,129	\$ 11,247	\$ 7,062	\$ 22,541	\$ 53,978
17	District Formation Costs	\$ 153,100	\$ 153,100	\$ -	\$ -	\$ 306,200
18	Contingency	\$ 156,027	\$ 105,103	\$ 72,826	\$ 210,042	\$ 543,998
19	Soft Cost Subtotal	\$ 453,545	\$ 381,924	\$ 150,504	\$ 457,988	\$ 1,443,961
TOTAL DIRECT COSTS		\$ 1,766,432	\$ 1,506,660	\$ 856,664	\$ 2,712,043	\$ 6,841,799

MAJOR IMPROVEMENTS (CTAL BENEFIT)		Phases				Total
		1A - 59 Lots	1B - 66 Lots	2A - 58 Lots	2B - 122 Lots	
1	Clearing / Excavation					
2	Water	\$ 216,900				\$ 216,900
3	Sanitary Sewer					
4	Storm Sewer					
5	Pavement					
6	Retaining Walls					
7	Erosion Control					
8	Amenities/Landscaping/Screening					
9	Franchise Utilities					
10	Miscellaneous					
10A	Phase 1A Water for the Benefit of 1B, 2A AND 2B	\$ (173,881)	\$ 46,651	\$ 40,996	\$ 86,234	\$ -
Hard Cost Subtotal		\$ 43,019	\$ 46,651	\$ 40,996	\$ 86,234	\$ 216,900
11	Engineering/Surveying	10% \$ 4,302	\$ 4,665	\$ 4,100	\$ 8,623	\$ 21,690
12	Construction Management	1% \$ 430	\$ 467	\$ 410	\$ 862	\$ 2,169
13	Contingency	\$ 2,710	\$ 4,665	\$ 4,100	\$ 8,623	\$ 20,098
14	Soft Cost Subtotal	\$ 7,442	\$ 9,797	\$ 8,609	\$ 18,109	\$ 43,957
TOTAL MAJOR IMPROVEMENT COSTS		\$ 50,461	\$ 56,448	\$ 49,605	\$ 104,343	\$ 260,857

PRIVATE COSTS		Phases				Total
		Summary	1B - 66 Lots	2A - 58 Lots	2B - 122 Lots	
1	Clearing / Excavation	\$ 341,500	\$ 403,500	\$ 243,500	\$ 815,000	\$ 1,803,500
2	Water					
3	Sanitary Sewer					
4	Storm Sewer					
5	Pavement					
6	Retaining Walls	\$ 59,000	\$ 66,000	\$ 42,000	\$ 122,000	\$ 289,000
7	Erosion Control	\$ 26,590	\$ 15,050	\$ 11,250	\$ 39,348	\$ 92,238
8	Amenities/Landscaping/Screening	\$ 268,750	\$ 10,000	\$ -	\$ -	\$ 278,750
9	Franchise Utilities	\$ 59,000	\$ 66,000	\$ 58,000	\$ 122,000	\$ 305,000
10	Miscellaneous					
Hard Cost Subtotal		\$ 754,840	\$ 560,550	\$ 354,750	\$ 1,098,348	\$ 2,768,488
11	Engineering/Surveying	10% \$ 75,484	\$ 56,055	\$ 35,475	\$ 109,835	\$ 276,849
12	Construction Management	1% \$ 7,548	\$ 5,606	\$ 3,548	\$ 10,983	\$ 27,685
13	Contingency	\$ 73,654	\$ 61,221	\$ 20,546	\$ 122,849	\$ 278,269
14	Soft Cost Subtotal	\$ 156,686	\$ 122,881	\$ 59,568	\$ 243,668	\$ 582,803
TOTAL PRIVATE COSTS		\$ 911,526	\$ 683,431	\$ 414,318	\$ 1,342,015	\$ 3,351,290

GRAND TOTAL COSTS	\$ 2,728,419	\$ 2,246,539	\$ 1,320,587	\$ 4,158,401	\$ 10,453,946
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GEORGETOWN AT KINGS FORT - 305 Single Family Lots
PUBLIC IMPROVEMENT DISTRICT COST BREAKDOWN
 May 23, 2019

DIRECT PUBLIC COSTS	UNIT COST (\$)	UNIT (-)	PHASE 1A		PHASE 1B		PHASE 2A		PHASE 2B		TOTAL ALL	
			QTY (± #)	TOTAL (\$)	QTY (± #)	TOTAL (\$)	QTY (± #)	TOTAL (\$)	QTY (± #)	TOTAL (\$)	QTY (± #)	TOTAL (\$)
1 Clearing / Excavation												
CLEARING & GRUBBING, TREE REMOVAL	\$ 2,500.00	AC.	-	\$ -		\$ -		\$ -		\$ -	-	\$ -
CONSTRUCTION ENTRANCE	\$ 2,600.00	EA.	1	\$ 2,600.00		\$ -		\$ -		\$ -	1	\$ 2,600.00
MOISTURE CONDITION PADS	\$ 4,000.00	LOT		\$ -		\$ -		\$ -		\$ -	-	\$ -
UNCLASSIFIED EXCAVATION (DIRT)	\$ 3.25	CY.	14,100	\$ 45,825.00	37,600	\$ 122,200.00	22,900	\$ 74,425.00	74,100	\$ 240,825.00	148,700	\$ 483,275.00
LOT BENCHING	\$ 500.00	LT.		\$ -		\$ -		\$ -		\$ -	-	\$ -
FINAL LOT BENCHING	\$ 250.00	LT.		\$ -		\$ -		\$ -		\$ -	-	\$ -
Total Clearing / Excavation				\$ 48,425.00		\$ 122,200.00		\$ 74,425.00		\$ 240,825.00		\$ 485,875.00
2 Water												
8" P.V.C. WATERLINE	\$ 26.00	LF.	3,600	\$ 93,600.00	3,300	\$ 85,800.00	1,350	\$ 35,100.00	5,750	\$ 149,500.00	14,000	\$ 364,000.00
8" GATE VALVE & BOX	\$ 1,250.00	EA.	12	\$ 15,000.00	8	\$ 10,000.00	4	\$ 5,000.00	22	\$ 27,500.00	46	\$ 57,500.00
12" X 8" TAPPING SLEEVE AND VALVE	\$ 3,000.00	EA.	1	\$ 3,000.00		\$ -		\$ -		\$ -	1	\$ 3,000.00
FIRE HYDRANT ASSEMBLY (W/ 6" VALVE)	\$ 4,000.00	EA.	8	\$ 32,000.00	4	\$ 16,000.00	4	\$ 16,000.00	10	\$ 40,000.00	26	\$ 104,000.00
5/8" x 3/4" COPPER SINGLE WATER SERVICE	\$ 550.00	EA.	59	\$ 32,450.00	66	\$ 36,300.00	58	\$ 31,900.00	122	\$ 67,100.00	305	\$ 167,750.00
1" IRRIGATION SERVICE	\$ 1,030.00	EA.	2	\$ 2,060.00		\$ -		\$ -		\$ -	2	\$ 2,060.00
MISCELLANEOUS FITTINGS	\$ 3,500.00	TN.	2	\$ 7,000.00	1	\$ 3,500.00	1	\$ 3,500.00	4	\$ 14,000.00	8	\$ 28,000.00
TESTING & CHLORINATION	\$ 0.50	LF.	3,600	\$ 1,800.00	3,300	\$ 1,650.00	1,350	\$ 675.00	5,750	\$ 2,875.00	14,000	\$ 7,000.00
Total Water				\$ 186,910.00		\$ 153,250.00		\$ 92,175.00		\$ 300,975.00		\$ 733,310.00
3 Sanitary Sewer												
8" P.V.C. PIPE SDR-35	\$ 26.00	LF.	2,855	\$ 74,230.00	2,000	\$ 52,000.00	1,000	\$ 26,000.00	5,145	\$ 133,770.00	11,000	\$ 286,000.00
4" DIAMETER MANHOLE	\$ 3,180.00	EA.	14	\$ 44,520.00	8	\$ 25,440.00	4	\$ 12,720.00	9	\$ 28,620.00	35	\$ 111,300.00
4" SANITARY SEWER SERVICE	\$ 575.00	EA.	59	\$ 33,925.00	66	\$ 37,950.00	58	\$ 33,350.00	122	\$ 70,150.00	305	\$ 175,375.00
2000 PSI CONCRETE ENCASMENT	\$ 40.00	LF.	75	\$ 3,000.00	50	\$ 2,000.00	20	\$ 800.00	35	\$ 1,400.00	180	\$ 7,200.00
TRENCH SAFETY	\$ 1.00	LF.	2,855	\$ 2,855.00	2,000	\$ 2,000.00	1,000	\$ 1,000.00	5,145	\$ 5,145.00	11,000	\$ 11,000.00
TESTING & T.V. INSPECTION	\$ 1.00	LF.	2,855	\$ 2,855.00	2,000	\$ 2,000.00	1,000	\$ 1,000.00	5,145	\$ 5,145.00	11,000	\$ 11,000.00
Total Sanitary Sewer				\$ 161,385.00		\$ 121,390.00		\$ 74,870.00		\$ 244,230.00		\$ 601,875.00
4 Storm Sewer												
18" R.C.P. (Reinforced Concrete Pipe)	\$ 45.00	LF.	500	\$ 22,500.00	500	\$ 22,500.00	100	\$ 4,500.00	300	\$ 13,500.00	1,400	\$ 63,000.00
24" R.C.P.	\$ 53.00	LF.	800	\$ 42,400.00	1,000	\$ 53,000.00		\$ -	1,200	\$ 63,600.00	3,000	\$ 159,000.00
30" R.C.P.	\$ 73.00	LF.	400	\$ 29,200.00	1,000	\$ 73,000.00		\$ -	800	\$ 58,400.00	2,200	\$ 160,600.00
36" R.C.P.	\$ 90.00	LF.	400	\$ 36,000.00	250	\$ 22,500.00		\$ -	150	\$ 13,500.00	800	\$ 72,000.00
42" R.C.P.	\$ 110.00	LF.	450	\$ 49,500.00		\$ -		\$ -	50	\$ 5,500.00	500	\$ 55,000.00
48" R.C.P.	\$ 135.00	LF.	400	\$ 54,000.00		\$ -		\$ -		\$ -	400	\$ 54,000.00
60" R.C.P.	\$ 165.00	LF.	500	\$ 82,500.00		\$ -		\$ -		\$ -	500	\$ 82,500.00
10' CURB INLET	\$ 3,200.00	EA.	12	\$ 38,400.00	6	\$ 19,200.00	2	\$ 6,400.00	24	\$ 76,800.00	44	\$ 140,800.00
4' STORM SEWER MANHOLE	\$ 3,200.00	EA.	5	\$ 16,000.00	4	\$ 12,800.00		\$ -	6	\$ 19,200.00	15	\$ 48,000.00
36" TYPE "B" PRE-CAST HEADWALL (WITH STONE VENEER)	\$ 5,000.00	EA.	1	\$ 5,000.00		\$ -		\$ -		\$ -	1	\$ 5,000.00
48" TYPE "B" PRE-CAST HEADWALL (WITH STONE VENEER)	\$ 8,500.00	EA.		\$ -		\$ -	1	\$ 8,500.00		\$ -	1	\$ 8,500.00
60" TYPE "B" PRE-CAST HEADWALL (WITH STONE VENEER)	\$ 13,000.00	EA.	1	\$ 13,000.00		\$ -		\$ -		\$ -	1	\$ 13,000.00
3 - 4' x 6' RCB	\$ 500.00	LF.		\$ -		\$ -	125	\$ 62,500.00	350	\$ 175,000.00	475	\$ 237,500.00
3 - 4' x 6' RCB HEADWALL	\$ 25,000.00	EA.		\$ -		\$ -	1	\$ 25,000.00		\$ -	1	\$ 25,000.00
ROCK RIP RAP	\$ 85.00	S.Y.	520	\$ 44,200.00		\$ -	200	\$ 17,000.00		\$ -	720	\$ 61,200.00
DETENTION POND	\$ 100,000.00	L.S.		\$ -		\$ -		\$ -		\$ -	-	\$ -
TRENCH SAFETY	\$ 1.00	LF.	3,450	\$ 3,450.00	2,750	\$ 2,750.00	100	\$ 100.00	2,500	\$ 2,500.00	8,800	\$ 8,800.00
Total Storm Sewer				\$ 436,150.00		\$ 205,750.00		\$ 124,000.00		\$ 428,000.00		\$ 1,193,900.00
5 Pavement												
6" REINF. CONCRETE STREET PAVEMENT (31' B-B)	\$ 36.00	SY.	11,000	\$ 396,000.00	11,000	\$ 396,000.00	6,500	\$ 234,000.00	21,500	\$ 774,000.00	50,000	\$ 1,800,000.00
8" LIME TREATED SUBGRADE	\$ 4.50	SY.	12,000	\$ 54,000.00	11,250	\$ 50,625.00	6,750	\$ 30,375.00	23,000	\$ 103,500.00	53,000	\$ 238,500.00
HYDRATED LIME (36 IBS/SY)	\$ 210.00	TN.	220	\$ 46,200.00	210	\$ 44,100.00	149	\$ 31,290.00	375	\$ 78,750.00	954	\$ 200,340.00
STATE HIGHWAY 34 DECEL LANE	\$ 40,000.00	EA.	1	\$ 40,000.00		\$ -		\$ -		\$ -	1	\$ 40,000.00
BARRIER FREE RAMPS	\$ 1,350.00	EA.	18	\$ 24,300.00	8	\$ 10,800.00	4	\$ 5,400.00	14	\$ 18,900.00	44	\$ 59,400.00
Total Pavement				\$ 560,500.00		\$ 501,525.00		\$ 301,065.00		\$ 975,150.00		\$ 2,338,240.00
6 Retaining Walls												
7 Erosion Control												
8 Amenities/Landscaping/Screening												
Emergency Warning Siren	\$ 15,000.00	EA.	1	\$ 15,000.00		\$ -		\$ -		\$ -	1	\$ 15,000.00
Trail	\$ 4.50	SF		\$ -	3,200	\$ 14,400.00		\$ -		\$ -	3,200	\$ 14,400.00
Total Amenities/Landscaping/Screening				\$ 15,000.00		\$ 14,400.00		\$ -		\$ -		\$ 29,400.00
9 Franchise Utilities	\$ 1,000.00	LOT		\$ -		\$ -		\$ -		\$ -	-	\$ -
Total Franchise Utilities				\$ -		\$ -		\$ -		\$ -		\$ -
10 Miscellaneous												
10A Phase 1A Dirtwork for the Benefit of 2A				\$ 5,230.00		\$ 6,221.00		\$ 3,787.00		\$ -		\$ 15,238.00
10B Phase 1B Storm Sewer for the Benefit of 2A & 2B				\$ (3,400.00)		\$ -		\$ 3,400.00		\$ -		\$ -
10C Phase 1B Paving for the Benefit of 2A & 2B				\$ (30,000.00)		\$ -		\$ 10,000.00		\$ 20,000.00		\$ -
10D Phase 1B Water for the Benefit of 2A & 2B				\$ (58,125.00)		\$ -		\$ 19,375.00		\$ 38,750.00		\$ -
10E Phase 1B Water for the Benefit of 2A & 2B				\$ (9,188.00)		\$ -		\$ 3,063.00		\$ 6,125.00		\$ -
HARD COST SUBTOTAL				\$ 1,312,887		\$ 1,124,736		\$ 706,160		\$ 2,254,055		\$ 5,397,838
11 Engineering/Surveying				\$ 131,289		\$ 112,474		\$ 70,616		\$ 225,406		\$ 539,784
12 Construction Management				\$ 13,129		\$ 11,247		\$ 7,062		\$ 22,541		\$ 53,978
13 District Formation Costs				\$ 153,100		\$ 153,100		\$ -		\$ -		\$ 306,200
14 Contingency				\$ 156,027		\$ 105,103		\$ 72,826		\$ 210,042		\$ 543,998
Soft Cost Subtotal				\$ 453,545		\$ 381,924		\$ 150,504		\$ 457,988		\$ 1,443,961
GRAND TOTAL COSTS				\$ 1,766,432		\$ 1,506,660		\$ 856,664		\$ 2,712,043		\$ 6,841,799

GEORGETOWN AT KINGS FORT - 305 Single Family Lots

Major

May 23, 2019

MAJOR IMPROVEMENTS (CTAL BENEFIT)	UNIT COST (\$)	UNIT (-)	PHASE 1A		PHASE 1B		PHASE 2A		PHASE 2B		TOTAL ALL	
			QTY	TOTAL	QTY	TOTAL	QTY	TOTAL	QTY	TOTAL	QTY	TOTAL
			(± #)	(\$)	(± #)	(\$)	(± #)	(\$)	(± #)	(\$)	(± #)	(\$)
1 Clearing / Excavation												
2 Water												
12" P.V.C. WATERLINE	\$ 40.00	LF.	3,200	\$ 128,000.00							3,200	\$ 128,000.00
12" GATE VALVE & BOX	\$ 2,500.00	EA.	13	\$ 32,500.00							13	\$ 32,500.00
BLOWOFF VALVE	\$ 2,000.00	EA.	1	\$ 2,000.00							1	\$ 2,000.00
FIRE HYDRANT ASSEMBLY (W/ 6" VALVE)	\$ 4,000.00	EA.	11	\$ 44,000.00							11	\$ 44,000.00
MISCELLANEOUS FITTINGS	\$ 3,500.00	TN.	1.6	\$ 5,600.00							2	\$ 5,600.00
TRENCH SAFETY	\$ 1.00	LF.	3,200	\$ 3,200.00							3,200	\$ 3,200.00
TESTING & CHLORINATION	\$ 0.50	LF.	3,200	\$ 1,600.00							3,200	\$ 1,600.00
Total Water				\$ 216,900.00		\$ -		\$ -		\$ -		\$ 216,900.00
3 Sanitary Sewer												
4 Storm Sewer												
5 Pavement												
6 Retaining Walls												
7 Erosion Control												
8 Amenities/Landscaping/Screening												
9 Franchise Utilities												
10 Miscellaneous												
10A Phase 1A Water for the Benefit of 1B, 2A AND 2B				\$ (173,881.00)		\$ 46,651.00		\$ 40,996.00		\$ 86,234.00		\$ -
HARD COST SUBTOTAL				\$ 43,019		\$ 46,651		\$ 40,996		\$ 86,234		\$ 216,900
11 Engineering/Surveying				\$ 4,302		\$ 4,665		\$ 4,100		\$ 8,623		\$ 21,690
12 Construction Management				\$ 430		\$ 467		\$ 410		\$ 862		\$ 2,169
13 Contingency				\$ 2,710		\$ 4,665		\$ 4,100		\$ 8,623		\$ 20,098
14 Soft Cost Subtotal				\$ 7,442		\$ 9,797		\$ 8,609		\$ 18,109		\$ 43,957
GRAND TOTAL COSTS				\$ 50,461		\$ 56,448		\$ 49,605		\$ 104,343		\$ 260,857

GEORGETOWN AT KINGS FORT - 305 Single Family Lots
PUBLIC IMPROVEMENT DISTRICT COST BREAKDOWN
May 23, 2019

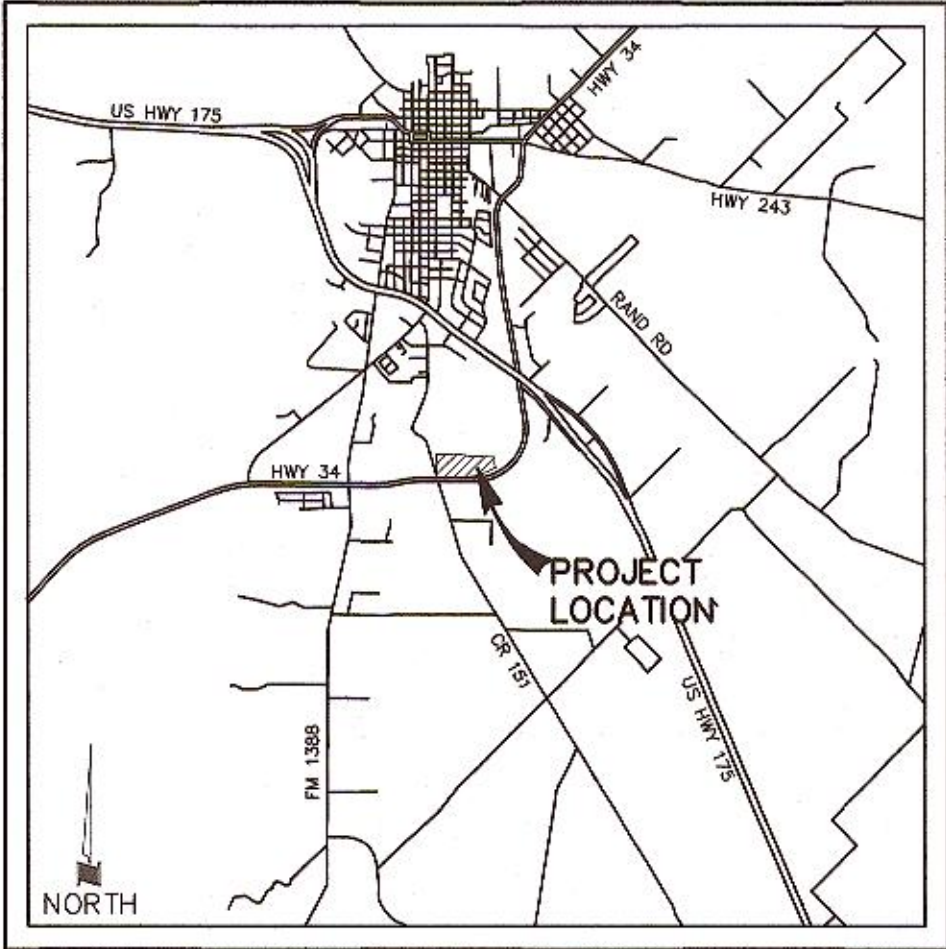
PRIVATE COSTS	UNIT COST (\$)	UNIT (-)	PHASE 1A		PHASE 1B		PHASE 2A		PHASE 2B		TOTAL ALL	
			QTY	TOTAL	QTY	TOTAL	QTY	TOTAL	QTY	TOTAL	QTY	TOTAL
			(± #)	(\$)	(± #)	(\$)	(± #)	(\$)	(± #)	(\$)	(± #)	(\$)
1 Clearing / Excavation												
CLEARING & GRUBBING, TREE REMOVAL	\$ 2,500.00	AC.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CONSTRUCTION ENTRANCE	\$ 2,600.00	EA.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MOISTURE CONDITION PADS	\$ 3,000.00	LOT	\$ 59	\$ 177,000	\$ 66	\$ 198,000	\$ 58	\$ 174,000	\$ 122	\$ 366,000	\$ 305	\$ 915,000
UNCLASSIFIED EXCAVATION (DIRT)	\$ 3.25	CY.	\$ 37,000	\$ 120,250	\$ 48,000	\$ 156,000	\$ 8,000	\$ 26,000	\$ 110,000	\$ 357,500	\$ 203,000	\$ 659,750
LOT BENCHING	\$ 500.00	LT.	\$ 59	\$ 29,500	\$ 66	\$ 33,000	\$ 58	\$ 29,000	\$ 122	\$ 61,000	\$ 305	\$ 152,500
FINAL LOT BENCHING	\$ 250.00	LT.	\$ 59	\$ 14,750	\$ 66	\$ 16,500	\$ 58	\$ 14,500	\$ 122	\$ 30,500	\$ 305	\$ 76,250
Total Clearing / Excavation			\$	341,500	\$	403,500	\$	243,500	\$	815,000	\$	1,803,500
2 Water												
3 Sanitary Sewer												
4 Storm Sewer												
5 Pavement												
6 Retaining Walls												
RETAINING WALLS	\$ 1,000.00	LOT	\$ 59	\$ 59,000	\$ 66	\$ 66,000	\$ 42	\$ 42,000	\$ 122	\$ 122,000	\$ 289	\$ 289,000
Total Retaining Walls			\$	59,000	\$	66,000	\$	42,000	\$	122,000	\$	289,000
7 Erosion Control												
SILT FENCE (HIGH FLOW)	\$ 1.50	LF.	\$ 2,500	\$ 3,750	\$ 500	\$ 750	\$ 500	\$ 750	\$ 1,525	\$ 2,288	\$ 5,025	\$ 7,538
ROCK CHECK DAMS	\$ 1,800.00	EA.	\$ 2	\$ 3,600	\$ 1	\$ 1,800	\$ -	\$ -	\$ 2	\$ 3,600	\$ -	\$ 9,000
8' ROLL OF CURLEX WITH SEED ALONG COMPLETED STREETS	\$ 1.60	LF.	\$ 6,900	\$ 11,040	\$ 4,000	\$ 6,400	\$ 3,000	\$ 4,800	\$ 11,100	\$ 17,760	\$ 25,000	\$ 40,000
INLET PROTECTION	\$ 350.00	EA	\$ 12	\$ 4,200	\$ 6	\$ 2,100	\$ 2	\$ 700	\$ 22	\$ 7,700	\$ 42	\$ 14,700
DISK & SEED FINISHED LOTS	\$ 500.00	AC.	\$ 8	\$ 4,000	\$ 8	\$ 4,000	\$ 10	\$ 5,000	\$ 16	\$ 8,000	\$ 42	\$ 21,000
Total Erosion Control			\$	26,590	\$	15,050	\$	11,250	\$	39,348	\$	92,238
8 Amenities/Landscaping/Screening												
Screening Wall	\$ 2.00	SF.	\$ 25,000	\$ 50,000	\$ 5,000	\$ 10,000					\$ 30,000	\$ 60,000
Landscaping	\$ 125.00	LF.	\$ 1,750	\$ 218,750							\$ 1,750	\$ 218,750
Total Amenities/Landscaping/Screening			\$	268,750	\$	10,000					\$	278,750
9 Franchise Utilities	\$ 1,000.00	LOT	\$ 59	\$ 59,000	\$ 66	\$ 66,000	\$ 58	\$ 58,000	\$ 122	\$ 122,000	\$ 305	\$ 305,000
Total Franchise Utilities			\$	59,000	\$	66,000	\$	58,000	\$	122,000	\$	305,000
10 Miscellaneous											\$	-
HARD COST SUBTOTAL			\$	754,840	\$	560,550	\$	354,750	\$	1,098,348	\$	2,768,488
11 Engineering/Surveying			\$	75,484	\$	56,055	\$	35,475	\$	109,835	\$	276,849
12 Construction Management			\$	7,548	\$	5,606	\$	3,548	\$	10,983	\$	27,685
13 Contingency			\$	73,654	\$	61,221	\$	20,546	\$	122,849	\$	278,269
14 Soft Cost Subtotal			\$	156,686	\$	122,881	\$	59,568	\$	243,668	\$	582,803
GRAND TOTAL COSTS			\$	911,526	\$	683,431	\$	414,318	\$	1,342,015	\$	3,351,290

APPENDIX C
DIAGRAMS OF THE AUTHORIZED IMPROVEMENTS

CONSTRUCTION PLANS
GEORGETOWN
AT KINGS FORT
PHASE ONE

AUGUST 2018

CITY OF KAUFMAN
KAUFMAN COUNTY, TEXAS



LOCATION MAP
NOT TO SCALE

OWNER

GEORGETOWN KF, LTD.
5900 S. LAKE FOREST, SUITE 295
MCKINNEY, TEXAS 75070-2433
CONTACT: JIM MEARA

ENGINEER

DOWDEY, ANDERSON & ASSOCIATES, INC.
STATE REGISTRATION NUMBER F-399
5225 VILLAGE CREEK DRIVE, SUITE 200
972-931-0694 PLANO, TEXAS 75093
CONTACT: COLIN W. HELFFRICH

APPROVED BY: *[Signature]*
FOR
CONSTRUCTION

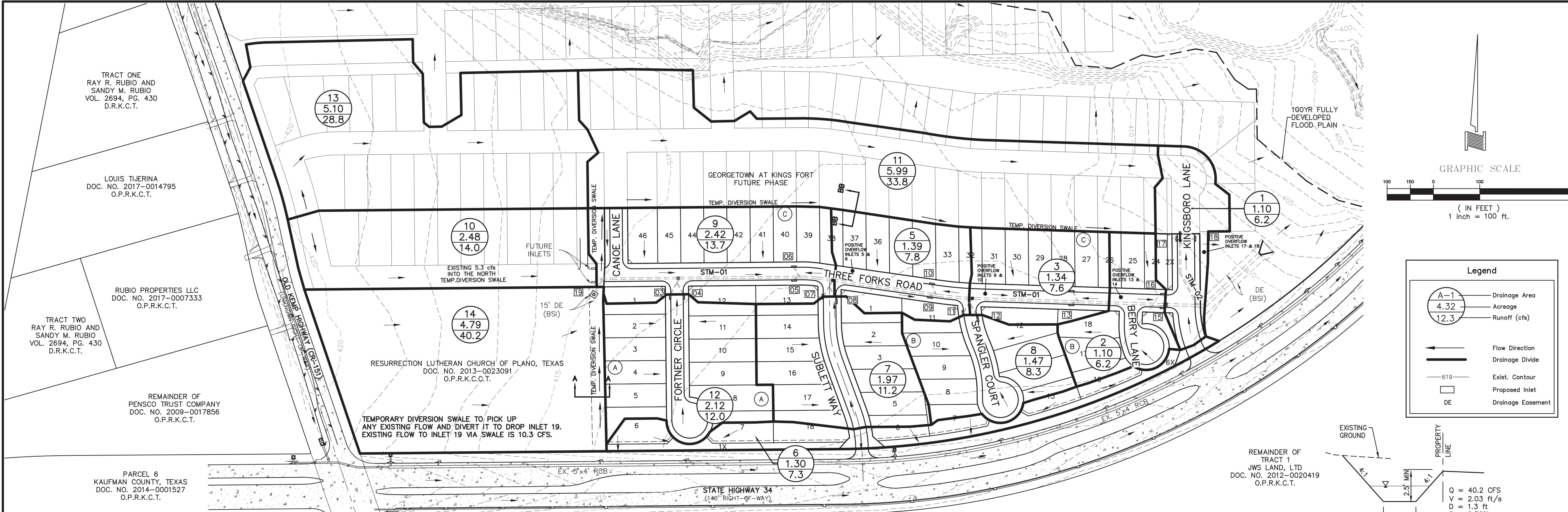
THESE CONSTRUCTION PLANS WERE PREPARED
UNDER THE RESPONSIBLE SUPERVISION OF COLIN
W. HELFFRICH, LICENSED PROFESSIONAL ENGINEER
NO. 112927.

Colin W. Helffrich 10/3/18



INDEX	
PLATE	DESCRIPTION
COVER SHEET	
1-2	FINAL PLAT
3	CITY OF KAUFMAN GENERAL NOTES
4-8	PAVING PLAN & PROFILES
9-10	GRADING PLAN
11	EROSION CONTROL PLAN
12	EXISTING DRAINAGE AREA MAP
13	DRAINAGE AREA MAP
14-17	STORM SEWER PLAN & PROFILES
18-20	12" WATERLINE EXTENSION PLAN & PROFILES
21	WATER & SANITARY SEWER PLAN
22-23	SANITARY SEWER PROFILES
24	STREET LIGHT & SIGN PLAN
25	TxDOT DRIVEWAY ACCESS PLAN
(4)	TxDOT DETAILS
(8)	NCTCOG DETAILS

17013-01



INLET DESIGN CHART																
INLET		AREA RUNOFF				Carry-Over		Total	Gutter	Gutter	SELECTED		Carry-Over	Inlet		
No.	Location	Design Storm Freq. (yrs.)	Time Conc. (min)	Intensity (in./hr.)	Runoff Coeff. ("C")	Area (Ac.)	"Q" (c.f.s.)	From Upstream Inlet (c.f.s.)	Flow (c.f.s.)	Capacity (c.f.s.)	Slope (%/100 ft.)	Crown Type	Inlet Length "L" (Feet)	Type	To Downstream Inlet (c.f.s.)	Capacity (c.f.s.)
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
3	0+48 FORTNER CIRCLE	100	15	8.07	0.70	0.96	6.0	-	6.0	8.5	0.60%	1/3'/FT	10'	STD	-	7.1
4	0+48 FORTNER CIRCLE	100	15	8.07	0.70	0.96	6.0	-	6.0	8.5	0.60%	1/3'/FT	10'	STD	-	7.1
5	8+50 THREE FORKS ROAD	100	15	8.07	0.70	1.20	6.8	-	6.8	-	"SAG"	1/3'/FT	10'	STD	-	20.0
6	8+50 THREE FORKS ROAD	100	15	8.07	0.70	1.20	6.7	-	6.7	-	"SAG"	1/3'/FT	10'	STD	-	20.0
7	0+44 SUBLETT WAY	100	15	8.07	0.70	0.96	5.2	-	5.2	8.5	0.60%	1/3'/FT	10'	STD	-	7.1
8	0+54 SUBLETT WAY	100	15	8.07	0.70	0.96	5.2	-	5.2	8.5	0.60%	1/3'/FT	10'	STD	-	7.1
9	5+52 THREE FORKS ROAD	100	15	8.07	0.70	0.70	3.9	-	3.9	-	SAG	1/3'/FT	10'	STD	-	20.0
10	5+52 THREE FORKS ROAD	100	15	8.07	0.70	0.69	3.9	-	3.9	-	SAG	1/3'/FT	10'	STD	-	20.0
11	0+38 SPANGLER COURT	100	15	8.07	0.70	0.74	4.1	-	4.1	8.5	0.60%	1/3'/FT	10'	STD	-	7.1
12	0+56 SPANGLER COURT	100	15	8.07	0.70	0.73	4.2	-	4.2	8.5	0.60%	1/3'/FT	10'	STD	-	7.1
13	2+48 THREE FORKS ROAD	100	15	8.07	0.70	0.67	3.8	-	3.8	-	SAG	1/3'/FT	10'	STD	-	20.0
14	2+48 THREE FORKS ROAD	100	15	8.07	0.70	0.67	3.8	-	3.8	-	SAG	1/3'/FT	10'	STD	-	20.0
15	0+51 THREE FORKS ROAD	100	15	8.07	0.70	0.55	3.1	-	3.1	21.2	1.00%	1/3'/FT	10'	STD	-	6.6
16	0+51 THREE FORKS ROAD	100	15	8.07	0.70	0.55	3.1	-	3.1	30.9	2.00%	1/3'/FT	10'	STD	-	6.1
17	3+18 KINGSBORO LANE	100	15	8.07	0.70	0.55	3.1	-	3.1	-	SAG	1/3'/FT	10'	STD	-	20.0
18	3+18 KINGSBORO LANE	100	15	8.07	0.70	0.55	3.1	-	3.1	-	SAG	1/3'/FT	10'	STD	-	20.0
19	0+96.60 STM-03	100	10	9.31	0.90	4.79	40.2	-	40.2	-	-	4'x4'	DROP	-	-	50.0

DRAINAGE AREA DATA (Tc=10 MIN)						
AREA #	AREA	C	TC	I100	Q100	COMMENTS
14	4.79 AC	0.90	10 MIN	9.31 IN/HR	40.2 CFS	TO INLET 19

DRAINAGE AREA DATA (Tc=15 MIN)						
AREA #	AREA	C	TC	I100	Q100	COMMENTS
1	1.10 AC	0.700	15 MIN	8.07 IN/HR	6.2 CFS	TO INLETS 17 & 18
2	1.10 AC	0.700	15 MIN	8.07 IN/HR	6.2 CFS	TO INLETS 15 & 16
3	1.34 AC	0.700	15 MIN	8.07 IN/HR	7.6 CFS	TO INLETS 13 & 14
5	1.39 AC	0.700	15 MIN	8.07 IN/HR	7.8 CFS	TO INLET 9 & 10
6	1.30 AC	0.700	15 MIN	8.07 IN/HR	7.3 CFS	TO EXISTING ST HWY 34 INLETS
7	1.97 AC	0.700	15 MIN	8.07 IN/HR	11.2 CFS	TO INLETS 7 & 8
8	1.47 AC	0.700	15 MIN	8.07 IN/HR	8.3 CFS	TO INLETS 11 & 12
9	2.42 AC	0.700	15 MIN	8.07 IN/HR	13.7 CFS	TO INLETS 05 & 06
* 10	2.48 AC	0.700	15 MIN	8.07 IN/HR	14.0 CFS	TO FUTURE INLETS
11	5.99 AC	0.700	15 MIN	8.07 IN/HR	33.8 CFS	TO STM-02 VIA FUTURE INLETS
12	2.12 AC	0.700	15 MIN	8.07 IN/HR	12.0 CFS	TO INLETS 3 & 4
13	5.10 AC	0.700	15 MIN	8.07 IN/HR	28.8 CFS	TO FUTURE NORTHERN STM SYSTEM

END OF THE EXISTING KINGS FORT PARKWAY. ELEVATION=424.63' (HELD)																								9	5+52 THREE FORKS ROAD	100	15	8.07	0.70	0.70	3.9	-	3.9	-	SAG	1/3'/FT	10'	STD	-	20.0	INLET CAPACITIES BASED ON FIGURE 10 AND FIGURE 12 OF THE CITY OF KAUFMAN DRAINAGE MANUAL					
DAA BENCHMARKS SET: "X" CUT ON INLET AT WEST END OF HWY 34 BRIDGE ON NORTH SIDE OF MEDIAN. ELEVATION=409.194'																								10	5+52 THREE FORKS ROAD	100	15	8.07	0.70	0.69	3.9	-	3.9	-	SAG	1/3'/FT	10'	STD	-	20.0						
"X" CUT ON INLET AT NE INTERSECTION OF HWY 34 AND CR 151. ELEVATION=419.339'																								11	0+38 SPANGLER COURT	100	15	8.07	0.70	0.74	4.1	-	4.1	-	SAG	1/3'/FT	10'	STD	-	20.0	INLET CAPACITIES BASED ON FIGURE 10 AND FIGURE 12 OF THE CITY OF KAUFMAN DRAINAGE MANUAL					
																								12	0+56 SPANGLER COURT	100	15	8.07	0.70	0.73	4.2	-	4.2	8.5	0.606%	1/3'/FT	10'	STD	-	7.1						
																								13	2+48 THREE FORKS ROAD	100	15	8.07	0.70	0.67	3.8	-	3.8	-	SAG	1/3'/FT	10'	STD	-	20.0	INLET CAPACITIES BASED ON FIGURE 10 AND FIGURE 12 OF THE CITY OF KAUFMAN DRAINAGE MANUAL					
																								14	2+48 THREE FORKS ROAD	100	15	8.07	0.70	0.67	3.8	-	3.8	-	SAG	1/3'/FT	10'	STD	-	20.0						
																								15	0+51 THREE FORKS ROAD	100	15	8.07	0.70	0.55	3.1	-	3.1	21.2	1.00%	1/3'/FT	10'	STD	-	6.6	INLET CAPACITIES BASED ON FIGURE 10 AND FIGURE 12 OF THE CITY OF KAUFMAN DRAINAGE MANUAL					
																								16	0+51 THREE FORKS ROAD	100	15	8.07	0.70	0.55	3.1	-	3.1	33.9	2.00%	1/3'/FT	10'	STD	-	6.1						
																								17	3+18 KINGSBORO LANE	100	15	8.07	0.70	0.55	3.1	-	3.1	-	SAG	1/3'/FT	10'	STD	-	20.0	INLET CAPACITIES BASED ON FIGURE 10 AND FIGURE 12 OF THE CITY OF KAUFMAN DRAINAGE MANUAL					
																								18	3+18 KINGSBORO LANE	100	15	8.07	0.70	0.55	3.1	-	3.1	-	SAG	1/3'/FT	10'	STD	-	20.0						
																								19	0+96.60 STM-03	100	10	9.31	0.90	4.79	40.2	-	40.2	-	-	-	4'x4'	DROP	-	50.0	INLET CAPACITIES BASED ON FIGURE 10 AND FIGURE 12 OF THE CITY OF KAUFMAN DRAINAGE MANUAL					

LINE#	AREA	Q	100	Q100	COMMENTS
1	1.10 AC	0.700	15 MIN	8.07 IN/HR	6.2 CFS TO INLETS 17 & 18
2	1.10 AC	0.700	15 MIN	8.07 IN/HR	6.2 CFS TO INLETS 15 & 16
3	1.34 AC	0.700	15 MIN	8.07 IN/HR	7.6 CFS TO INLETS 13 & 14
5	1.39 AC	0.700	15 MIN	8.07 IN/HR	7.8 CFS TO INLET 9 & 10
6	1.30 AC	0.700	15 MIN	8.07 IN/HR	7.3 CFS TO EXISTNG ST HWY 34 INLETS
7	1.97 AC	0.700	15 MIN	8.07 IN/HR	11.2 CFS TO INLETS 7 & 8
8	1.47 AC	0.700	15 MIN	8.07 IN/HR	8.3 CFS TO INLETS 11 & 12
9	2.42 AC	0.700	15 MIN	8.07 IN/HR	13.7 CFS TO INLETS 05 & 06

DRAINAGE AREA

Q = CIA (cfs)

C = 0.70 (Post Development)

I₁₀₀ = 8.07 in/hr (Post Development)

T_c = 15 min. (Post Development)

T_c = 10 min. (Commercial)

C = 0.90 (Commercial)

EXISTING GROUND

PROPERTY LINE

SECTION BB-BB

N.T.S.

Q = 67.9 CFS
V = 2.36 ft/s
D = 1.71 ft
S = 0.50%
W = 10'
n = 0.050
*n value is the average roughness coefficient (Table 7).
Dense Weeds, Little Brush
-0.040 (max)
Weeds, Heavy Brush on Banks
-0.060 (max)

THESE CONSTRUCTION PLANS WERE PREPARED UNDER THE RESPONSIBLE SUPERVISION OF COLIN W. HELFFRICH, LICENSED PROFESSIONAL ENGINEER NO. 112927.

Colin W. Helffrich 10/3/18

STATE OF TEXAS
COLIN W. HELFFRICH
112927
LICENSED PROFESSIONAL ENGINEER

NO.	DATE	BY	REVISION

DRAINAGE AREA MAP

GEORGETOWN AT KINGS FORT PH01

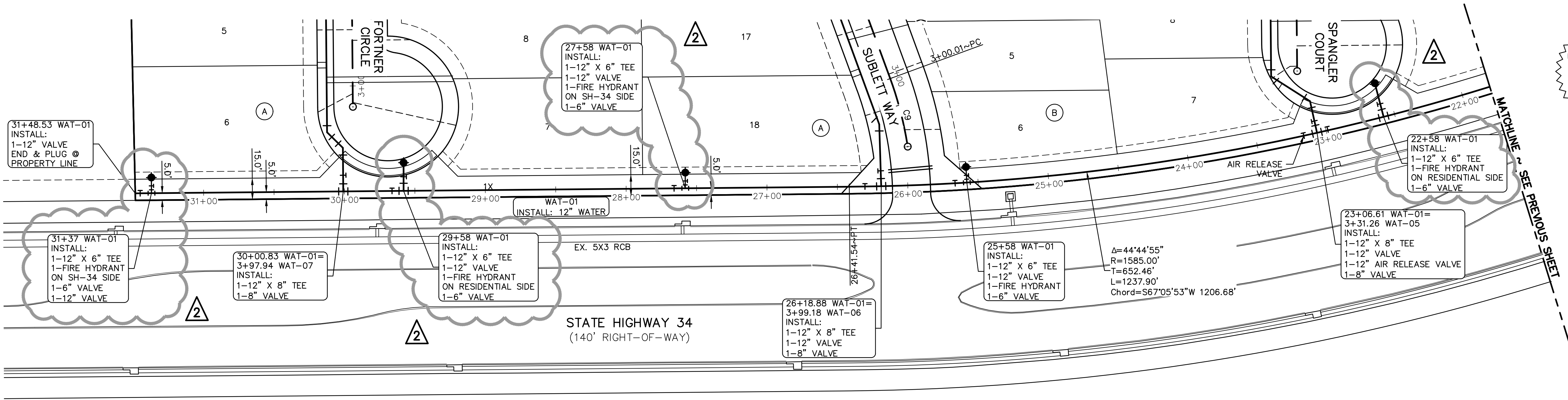
CITY OF KAUFMAN

KAUFMAN COUNTY, TEXAS

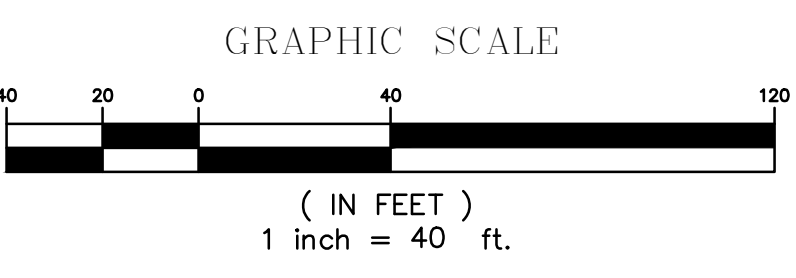
DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694

STATE REGISTRATION NUMBER: F-399
SURVEY FIRM REGISTRATION NUMBER: 10077800

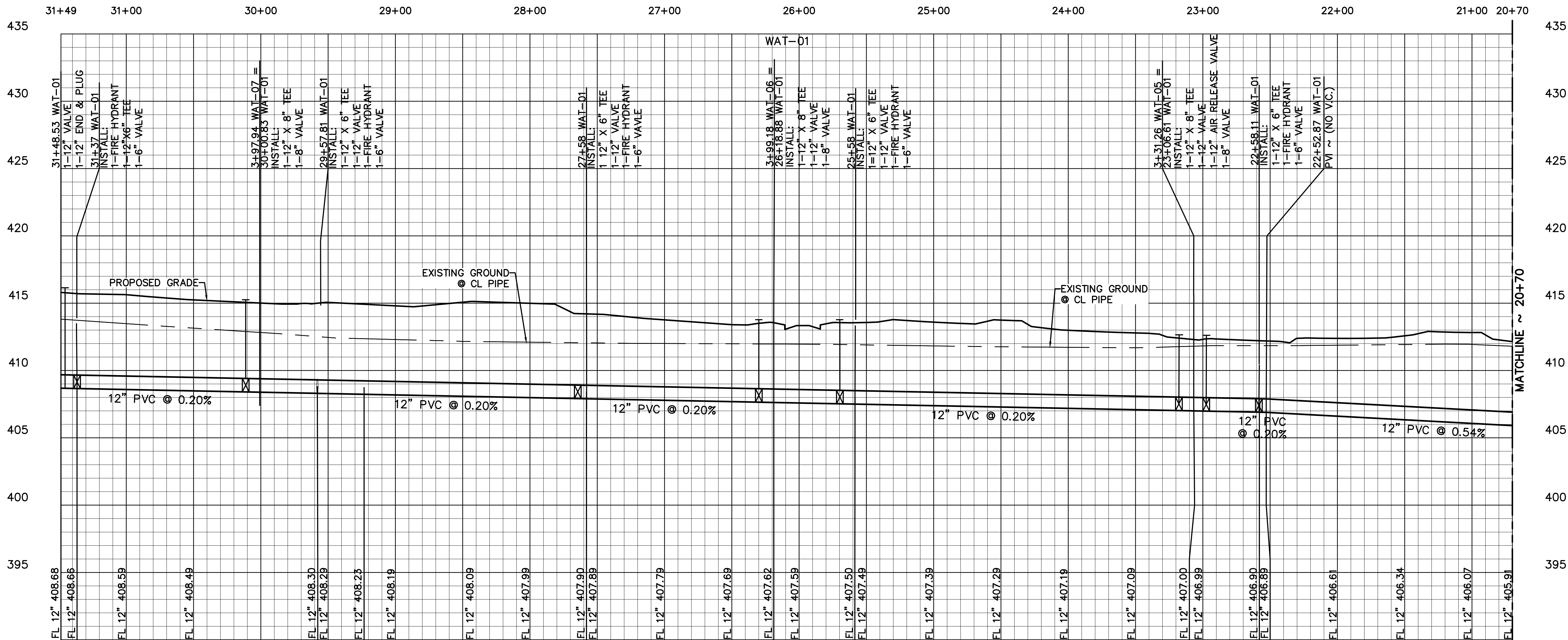
DESIGN	DRAWN	CHECKED	DATE	SCALE	JOB	SHEET
JBA	BAJ	GJN	08/03/18	1"= 100'	17013-01	1



WARNING!!!
EXISTING UNDERGROUND
UTILITIES
FIELD VERIFY
LOCATION PRIOR
TO CONSTRUCTION
OR EXCAVATION



NOTE: FIRE HYDRANTS SHALL
BE INSTALLED WITHIN 15'
WATER EASEMENT



BENCHMARK #1
"X" CUT ON TOP OF CURB AT THE BACK LEFT CORNER OF DOLLAR GENERAL STORE NEAR
INTERSECTION OF SOUTH WASHINGTON STREET AND KINGS FORT PARKWAY.
ELEVATION=440.31' (FIELD)

BENCHMARK #2
"X" CUT ON TOP OF CURB AT FRONT NORTHEAST PARKING LOT OF EAST WALMART STORE
NEAR THE END OF THE EXISTING KINGS FORT PARKWAY.
ELEVATION=424.63' (HELD)

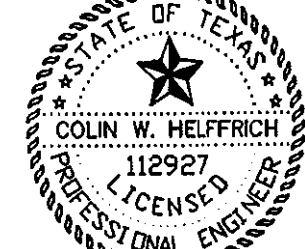
DAA BENCHMARKS SET:
"X" CUT ON INLET AT WEST END OF HWY 34 BRIDGE ON NORTH SIDE OF MEDIAN.
ELEVATION=409.194'

"X" CUT ON INLET AT NE INTERSECTION OF HWY 34 AND CR 151.
ELEVATION=419.339'

Legend	
	Prop San. Sewer
	Prop Manhole
	Prop Clean-out
	San Sewer Flow Direction
	Prop Water
	Prop Fire Hydrant
	Exist. San. Sewer
	Exist. Manhole
	Exist. Clean-out
	Exist. Water
	Exist. Fire Hydrant

THESE CONSTRUCTION PLANS WERE PREPARED
UNDER THE RESPONSIBLE SUPERVISION OF COLIN
W. HELFRICH, LICENSED PROFESSIONAL ENGINEER
NO. 112927.

05/09/2019



NO.	DATE	BY	REVISION
1	12-19-18	AJW	REVISED WAT-01 PLAN AND PROFILES STATIONING AND SLOPE CHANGE
2	05-09-19	NWR	ADJUSTED FIRE HYDRANT LOCATION CALLS

12' WATER LINE EXTENSION PLAN AND PROFILES GEORGETOWN AT KINGS FORT PH01

CITY OF KAUFMAN	
KAUFMAN COUNTY, TEXAS	
DOWDEY, ANDERSON & ASSOCIATES, INC. 5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694	
STATE REGISTRATION NUMBER: F-399 SURVEY FIRM REGISTRATION NUMBER: 10077800	
DESIGN	DRAWN
AS	AS
CHECKED	DATE
GJN	08/03/18
SCALE	JOB
H: 1"=40' V: 1"=4'	17013-01
SHEET	3

APPENDIX D
LOT TYPE AND EQUIVALENT UNITS

APPENDIX D
LOT TYPES AND EQUIVALENT UNITS

For purposes of allocating the Assessments, the Assessed Property has been classified in one of three Lot Types. The following table shows the proposed residential Lot Types within the PID.

Table D-1
Proposed Development within the PID

Lot Type	Description	Proposed Development	
Lot Type 1	60 Ft Lots	2	Units
Lot Type 2	55 Ft Lots	11	Units
Lot Type 3	50 Ft Lots	292	Units
Total		305	Units

Table D-2 below shows the residential Lot Types within Phase #1A & 1B.

Table D-2
Development – Phase #1A & 1B

Lot Type	Description	Development	
Lot Type 1	60 Ft Lots	2	Units
Lot Type 2	55 Ft Lots	11	Units
Lot Type 3	50 Ft Lots	112	Units
Total		125	Units

Table D-3 below shows Equivalent Unit factors.

Table D-3
Equivalent Unit Factors

Lot Type	Estimated Average Unit	
	Value	Equivalent Unit Factor¹
Lot Type 1 (60 Ft Lot)	\$335,000	1.00 per dwelling unit
Lot Type 2 (55 Ft Lot)	\$320,000	0.96 per dwelling unit
Lot Type 3 (50 Ft Lot)	\$297,500	0.89 per dwelling unit

1 – Equivalent Unit calculation rounded to two decimal places.

The total Equivalent Units for Phase #1A & 1B are shown in Table D-4 on the following page as calculated based on the Equivalent Unit factors shown above in Table D-3, estimated Lot Types and number of units estimated to be built within Phase #1A & 1B as shown in Table D-2.

Table D-4
Equivalent Units- Phase #1A & 1B

Lot Type	No. of units	Equivalent Unit Factor	Total Equivalent Units¹
Lot Type 1 (60 Ft Lot)	2	1.00	2.00
Lot Type 2 (55 Ft Lot)	11	0.96	10.56
Lot Type 3 (50 Ft Lot)	112	0.89	99.68
Total Equivalent Units	125		112.24

APPENDIX E
ALLOCATION OF ASSESSMENTS

APPENDIX E
ALLOCATION OF ASSESSMENTS

Calculation of the Total Assessments applicable to Phase #1A & 1B

A) Allocation of Assessments to Lot Types in Phase #1A & 1B

The total amount of the Phase #1A & 1B Reimbursement Agreement, which represents the total Assessment allocated to all Parcels within Phase #1A & 1B, was \$3,380,000. As shown in Appendix D, there were a total of 112.24 estimated Equivalent Units in Phase #1A & 1B, resulting in an Assessment per Equivalent Unit of \$30,114.04.

The Assessment per dwelling unit or acre is calculated as the product of (i) \$30,114.04 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 1 (60 Ft Lot) dwelling unit is \$30,114.04 (i.e. $\$30,114.04 \times 1.00$). The Assessment for a Lot Type 2 (55 Ft Lot) dwelling unit is \$28,909.48 (i.e. $\$30,114.04 \times 0.96$). Table E-1 below sets forth the initial Assessment per dwelling unit for each of the Lot Types in Phase #1A & 1B.

Table E-1
Assessment per Unit – Phase #1A & 1B

Type	No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per Unit	Total Assessments
Lot Type 1	2	\$30,114.04	1.00	\$30,114.04 per dwelling unit	\$60,228.08
Lot Type 2	11	\$30,114.04	0.96	\$28,909.48 per dwelling unit	\$318,004.28
Lot Type 3	112	\$30,114.04	0.89	\$26,801.50 per dwelling unit	\$3,001,767.64
Total	125				\$3,380,000.00

APPENDIX F
ASSESSMENT ROLL – PHASES #1A & 1B

APPENDIX F-1
Assessment Roll

Parcel
Assessment
Total Equivalent Units

All Parcels
\$3,380,000
112.24

Year	Principal¹	Interest²	Administrative Expenses²	Annual Installment³
1	\$0	\$184,886	\$30,000	\$214,886
2	\$0	\$184,886	\$30,600	\$215,486
3	\$20,000	\$184,886	\$31,212	\$236,098
4	\$25,000	\$183,792	\$31,836	\$240,628
5	\$30,000	\$182,425	\$32,473	\$244,897
6	\$35,000	\$165,250	\$33,122	\$233,372
7	\$35,000	\$163,500	\$33,785	\$232,285
8	\$40,000	\$161,750	\$34,461	\$236,211
9	\$50,000	\$159,750	\$34,461	\$244,211
10	\$55,000	\$157,250	\$35,150	\$247,400
11	\$60,000	\$154,500	\$35,150	\$249,650
12	\$65,000	\$151,500	\$35,150	\$251,650
13	\$75,000	\$148,250	\$35,150	\$258,400
14	\$80,000	\$144,500	\$35,150	\$259,650
15	\$90,000	\$140,500	\$35,150	\$265,650
16	\$95,000	\$136,000	\$35,150	\$266,150
17	\$105,000	\$131,250	\$35,150	\$271,400
18	\$115,000	\$126,000	\$35,150	\$276,150
19	\$125,000	\$120,250	\$35,150	\$280,400
20	\$135,000	\$114,000	\$35,150	\$284,150
21	\$150,000	\$107,250	\$35,150	\$292,400
22	\$160,000	\$99,750	\$35,150	\$294,900
23	\$175,000	\$91,750	\$35,150	\$301,900
24	\$190,000	\$83,000	\$35,150	\$308,150
25	\$205,000	\$73,500	\$35,150	\$313,650
26	\$220,000	\$63,250	\$35,150	\$318,400
27	\$235,000	\$52,250	\$35,150	\$322,400
28	\$255,000	\$40,500	\$35,150	\$330,650
29	\$275,000	\$27,750	\$35,150	\$337,900
30	\$280,000	\$14,000	\$35,150	\$329,150
Total	\$3,380,000	\$3,748,125	\$1,030,095	\$8,158,220

1 - The interest is calculated using 5.47% for Years 1 through 5 and 5.00% thereafter. Upon the issuance of Bonds, the interest rate on the Assessments shall adjust to the rate on the Bonds plus 0.50% ("Additional Interest").

2 - The Administrative Expenses shown include the estimated PID administration and assessment collection costs

3- Amounts shown do not include any TIRZ Annual Credit Amount.

APPENDIX F-2**Assessment Roll Per Equivalent Unit**

Parcel
Assessment
Equivalent Unit

Lot Type 1 (60 Ft)
\$30,114
 1.0

Year	Principal¹	Interest²	Administrative Expenses²	Annual Installment³
1	\$0	\$1,647	\$267	\$1,915
2	\$0	\$1,647	\$273	\$1,920
3	\$178	\$1,647	\$278	\$2,104
4	\$223	\$1,637	\$284	\$2,144
5	\$267	\$1,625	\$289	\$2,182
6	\$312	\$1,472	\$295	\$2,079
7	\$312	\$1,457	\$301	\$2,070
8	\$356	\$1,441	\$307	\$2,105
9	\$445	\$1,423	\$307	\$2,176
10	\$490	\$1,401	\$313	\$2,204
11	\$535	\$1,377	\$313	\$2,224
12	\$579	\$1,350	\$313	\$2,242
13	\$668	\$1,321	\$313	\$2,302
14	\$713	\$1,287	\$313	\$2,313
15	\$802	\$1,252	\$313	\$2,367
16	\$846	\$1,212	\$313	\$2,371
17	\$935	\$1,169	\$313	\$2,418
18	\$1,025	\$1,123	\$313	\$2,460
19	\$1,114	\$1,071	\$313	\$2,498
20	\$1,203	\$1,016	\$313	\$2,532
21	\$1,336	\$956	\$313	\$2,605
22	\$1,426	\$889	\$313	\$2,627
23	\$1,559	\$817	\$313	\$2,690
24	\$1,693	\$739	\$313	\$2,745
25	\$1,826	\$655	\$313	\$2,794
26	\$1,960	\$564	\$313	\$2,837
27	\$2,094	\$466	\$313	\$2,872
28	\$2,272	\$361	\$313	\$2,946
29	\$2,450	\$247	\$313	\$3,011
30	\$2,495	\$125	\$313	\$2,933
Total	\$30,114	\$33,394	\$9,178	\$72,685

1 - The interest is calculated using 5.47% for Years 1 through 5 and 5.00% thereafter. Upon the issuance of Bonds, the interest rate on the Assessments shall adjust to the rate on the Bonds plus 0.50% ("Additional Interest").

2 - The Administrative Expenses shown include the estimated PID administration and assessment collection costs

3- Amounts shown do not include any TIRZ Annual Credit Amount.

APPENDIX F-3
Assessment Roll Per Equivalent Unit

**Parcel
Assessment
Equivalent Unit**

Lot Type 2 (55 Ft)
\$28,909
0.96

Year	Principal¹	Interest²	Administrative Expenses²	Annual Installment³
1	\$0	\$1,581	\$257	\$1,838
2	\$0	\$1,581	\$262	\$1,843
3	\$171	\$1,581	\$267	\$2,019
4	\$214	\$1,572	\$272	\$2,058
5	\$257	\$1,560	\$278	\$2,095
6	\$299	\$1,413	\$283	\$1,996
7	\$299	\$1,398	\$289	\$1,987
8	\$342	\$1,383	\$295	\$2,020
9	\$428	\$1,366	\$295	\$2,089
10	\$470	\$1,345	\$301	\$2,116
11	\$513	\$1,321	\$301	\$2,135
12	\$556	\$1,296	\$301	\$2,152
13	\$641	\$1,268	\$301	\$2,210
14	\$684	\$1,236	\$301	\$2,221
15	\$770	\$1,202	\$301	\$2,272
16	\$813	\$1,163	\$301	\$2,276
17	\$898	\$1,123	\$301	\$2,321
18	\$984	\$1,078	\$301	\$2,362
19	\$1,069	\$1,029	\$301	\$2,398
20	\$1,155	\$975	\$301	\$2,430
21	\$1,283	\$917	\$301	\$2,501
22	\$1,368	\$853	\$301	\$2,522
23	\$1,497	\$785	\$301	\$2,582
24	\$1,625	\$710	\$301	\$2,636
25	\$1,753	\$629	\$301	\$2,683
26	\$1,882	\$541	\$301	\$2,723
27	\$2,010	\$447	\$301	\$2,758
28	\$2,181	\$346	\$301	\$2,828
29	\$2,352	\$237	\$301	\$2,890
30	\$2,395	\$120	\$301	\$2,815
Total	\$28,909	\$32,058	\$8,811	\$69,778

1 - The interest is calculated using 5.47% for Years 1 through 5 and 5.00% thereafter. Upon the issuance of Bonds, the interest rate on the Assessments shall adjust to the rate on the Bonds plus 0.50% ("Additional Interest").

2 - The Administrative Expenses shown include the estimated PID administration and assessment collection costs

3- Amounts shown do not include any TIRZ Annual Credit Amount.

APPENDIX F-4
Assessment Roll Per Equivalent Unit

**Parcel
Assessment
Equivalent Unit**

**Lot Type 3 (50 Ft)
\$26,801
0.89**

Year	Principal¹	Interest²	Administrative Expenses²	Annual Installment³
1	\$0	\$1,466	\$238	\$1,704
2	\$0	\$1,466	\$243	\$1,709
3	\$159	\$1,466	\$247	\$1,872
4	\$198	\$1,457	\$252	\$1,908
5	\$238	\$1,447	\$257	\$1,942
6	\$278	\$1,310	\$263	\$1,851
7	\$278	\$1,296	\$268	\$1,842
8	\$317	\$1,283	\$273	\$1,873
9	\$396	\$1,267	\$273	\$1,936
10	\$436	\$1,247	\$279	\$1,962
11	\$476	\$1,225	\$279	\$1,980
12	\$515	\$1,201	\$279	\$1,995
13	\$595	\$1,176	\$279	\$2,049
14	\$634	\$1,146	\$279	\$2,059
15	\$714	\$1,114	\$279	\$2,106
16	\$753	\$1,078	\$279	\$2,110
17	\$833	\$1,041	\$279	\$2,152
18	\$912	\$999	\$279	\$2,190
19	\$991	\$954	\$279	\$2,223
20	\$1,070	\$904	\$279	\$2,253
21	\$1,189	\$850	\$279	\$2,319
22	\$1,269	\$791	\$279	\$2,338
23	\$1,388	\$728	\$279	\$2,394
24	\$1,507	\$658	\$279	\$2,443
25	\$1,626	\$583	\$279	\$2,487
26	\$1,744	\$502	\$279	\$2,525
27	\$1,863	\$414	\$279	\$2,556
28	\$2,022	\$321	\$279	\$2,622
29	\$2,181	\$220	\$279	\$2,679
30	\$2,220	\$111	\$279	\$2,610
Total	\$26,801	\$29,721	\$8,168	\$64,690

1 - The interest is calculated using 5.47% for Years 1 through 5 and 5.00% thereafter. Upon the issuance of Bonds, the interest rate on the Assessments shall adjust to the rate on the Bonds plus 0.50% ("Additional Interest").

2 - The Administrative Expenses shown include the estimated PID administration and assessment collection costs

3- Amounts shown do not include any TIRZ Annual Credit Amount.

APPENDIX F-5
Assessment Roll Summary

Parcel ID	Lot Type	Lot Size	Equivalent Unit	Assessment Per Unit
202756	3	50 Ft	0.89	\$26,801
202757	3	50 Ft	0.89	\$26,801
202758	3	50 Ft	0.89	\$26,801
202759	3	50 Ft	0.89	\$26,801
202760	3	50 Ft	0.89	\$26,801
202761	3	50 Ft	0.89	\$26,801
202762	3	50 Ft	0.89	\$26,801
202763	3	50 Ft	0.89	\$26,801
202764	3	50 Ft	0.89	\$26,801
202765	3	50 Ft	0.89	\$26,801
202766	3	50 Ft	0.89	\$26,801
202767	3	50 Ft	0.89	\$26,801
202768	3	50 Ft	0.89	\$26,801
202769	3	50 Ft	0.89	\$26,801
202770	3	50 Ft	0.89	\$26,801
202771	3	50 Ft	0.89	\$26,801
202772	3	50 Ft	0.89	\$26,801
202773	3	50 Ft	0.89	\$26,801
202774	3	50 Ft	0.89	\$26,801
202775	3	50 Ft	0.89	\$26,801
202776	3	50 Ft	0.89	\$26,801
202777	3	50 Ft	0.89	\$26,801
202778	3	50 Ft	0.89	\$26,801
202779	3	50 Ft	0.89	\$26,801
202780	3	50 Ft	0.89	\$26,801
202781	3	50 Ft	0.89	\$26,801
202782	3	50 Ft	0.89	\$26,801
202783	3	50 Ft	0.89	\$26,801
202784	3	50 Ft	0.89	\$26,801
202785	3	50 Ft	0.89	\$26,801
202786	3	50 Ft	0.89	\$26,801
202787	3	50 Ft	0.89	\$26,801
202788	3	50 Ft	0.89	\$26,801
202789	3	50 Ft	0.89	\$26,801
202790	3	50 Ft	0.89	\$26,801
202791	3	50 Ft	0.89	\$26,801
202792	Common	-	-	-
202793	Common	-	-	-
202794	3	50 Ft	0.89	\$26,801
202795	3	50 Ft	0.89	\$26,801
202796	3	50 Ft	0.89	\$26,801
202797	3	50 Ft	0.89	\$26,801
202798	3	50 Ft	0.89	\$26,801

APPENDIX F-5
Assessment Roll Summary

Parcel ID	Lot Type	Lot Size	Equivalent Unit	Assessment Per Unit
202799	3	50 Ft	0.89	\$26,801
202800	3	50 Ft	0.89	\$26,801
202801	3	50 Ft	0.89	\$26,801
202802	3	50 Ft	0.89	\$26,801
202803	3	50 Ft	0.89	\$26,801
202804	3	50 Ft	0.89	\$26,801
202805	3	50 Ft	0.89	\$26,801
202806	3	50 Ft	0.89	\$26,801
202807	3	50 Ft	0.89	\$26,801
202808	3	50 Ft	0.89	\$26,801
202809	3	50 Ft	0.89	\$26,801
202810	3	50 Ft	0.89	\$26,801
202811	3	50 Ft	0.89	\$26,801
202812	3	50 Ft	0.89	\$26,801
202813	3	50 Ft	0.89	\$26,801
202814	3	50 Ft	0.89	\$26,801
202815	3	50 Ft	0.89	\$26,801
202816	3	50 Ft	0.89	\$26,801
202817	Common	-	-	-
5240	Various	Various	59.73	\$1,798,712
5239				
190309				
Total			112.24	\$3,380,000



Meeting
Date: 12/14/2020

Date: 12/8/2020

Item #: 11.

Dept.: Development
Services

Action Item

SUBJECT:

Conduct a public hearing, consider and take appropriate action on Ordinance O-37-20 and an Ordinance of the City amending Ordinance No. O-02-07 and Chapter 118, "Zoning" of the Kaufman Code of Ordinances and the Official Zoning Map of the City to authorize a Specific Use Permit - 43 (SUP-43) to permit a Private Club in Conjunction with a Restaurant with the condition that alcohol consumption occur on premises only, as prescribed by definition no. 171, "Private Clubs", of Subsection 33.5, "Definitions", of Section 33, "Use Regulations", of Chapter IV, "Use Regulations", of the City's Comprehensive Zoning Ordinance, on an approximate 0.459-acre tract of land (Property ID 28604) zoned Commercial "C", such property being generally located at 214 East Mulberry Street, on a portion of Block 41, Kaufman Original Town, City of Kaufman, Kaufman County, Texas; providing for rescission and providing a penalty for violation. (Case No. Z-06-20)

BACKGROUND:

See the attached Planning and Zoning Commission report dated December 1, 2020.

If City Council finds there is a violation of an approved Specific Use Permit, a public hearing with all the proper notification is required to rescind the permit. Rescinding a Specific Use Permit is considered down zoning a property and should not be taken lightly.

Author:

Marcy Ratcliff, Development Services Director

Reviewed:

Mike Slye, City Manager

Cost: N/A

Funds Available: N/A

Source: N/A

Recommendation: The Planning and Zoning Commission recommended approval of Z-06-20 to allow a private club in conjunction with a restaurant located at 214 East Mulberry Street (formerly Sonic Restaurant) on December 1, 2020 with the condition that the private club consumption remain on-premise only by a vote of 4-3.

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

ORDINANCE NO. O-37-20

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. FORTY-THREE, ("SUP-43"), AND ITS SITE PLAN, TO PERMIT A PRIVATE CLUB IN CONJUNCTION WITH A RESTAURANT WITH THE CONDITION THAT ALCOHOL CONSUMPTION OCCUR ON PREMISES ONLY, AS PRESCRIBED BY DEFINITION NO. 171, "PRIVATE CLUBS", OF SUBSECTION 33.5, "DEFINITIONS", OF SECTION 33, "USE REGULATIONS", OF CHAPTER IV, "USE REGULATIONS", OF THE CITY'S COMPREHENSIVE ZONING ORDINANCE, ON AN APPROXIMATE 0.459-ACRE TRACT OF LAND (PID 28604) ZONED COMMERCIAL "C", SUCH PROPERTY BEING GENERALLY LOCATED AT 214 EAST MULBERRY STREET, ON A PORTION OF BLOCK 41, KAUFMAN ORIGINAL TOWN, IN THE CITY OF KAUFMAN, KAUFMAN COUNTY, TEXAS; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING AMENDMENTS AND ZONING MAP AMENDMENTS; PROVIDING ASSIGNABILITY AND EXPIRATION/RECISSION; PROVIDING LAND USE REGULATIONS; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS 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 PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, at its regular meeting held on the 1st day of December, 2020, the Planning and Zoning Commission held a public hearing and considered and made a recommendation to City Council for approval of SUP-43, and its Site Plan, to allow a private club in conjunction with a restaurant, in accordance with the condition of on premises consumption as prescribed by the "Private Clubs" definition within subsection 33.5, of Section 33, of Chapter IV, of the City's Comprehensive Zoning Ordinance, on an approximate 0.459-acre tract of land (PID 28604) zoned Commercial "C", generally located at 214 East Mulberry Street, such tract being a portion of Block 41, Kaufman Original Town, City of Kaufman, Kaufman County, Texas, (the "Property"); and

WHEREAS, at its regular meeting held on the 14th day of December, 2020, the City Council held a public hearing to consider approving SUP-43, and its Site Plan, to allow a private club in conjunction with a restaurant, in accordance with the condition of on premises consumption as prescribed by the "Private Clubs" definition within subsection 33.5, of Section 33, of Chapter IV, of the City's Comprehensive Zoning Ordinance, 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-43 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, Texas, collectively, "The Comprehensive Zoning Ordinance and The Official Zoning Map" of the City, is hereby amended to reflect the change in zoning authorized by SUP-43 to allow a private club in conjunction with a restaurant, in accordance with the condition of on premises consumption as prescribed by the "Private Clubs" definition within subsection 33.5, "Definitions", of Section 33, "Use Regulations", of Chapter IV, "Use Regulations", of the City's Comprehensive Zoning Ordinance, on an approximate 0.459-acre tract of land (PID 28604) zoned Commercial "C", generally located at 214 East Mulberry Street, such tract being a portion of Block 41, Kaufman Original Town, City of Kaufman, Kaufman County, Texas, as further described in the metes and bounds description set forth in **Exhibit "A"**, attached hereto and incorporated as if set forth fully herein.

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 status of the Property from Commercial to Commercial with Specific Use Permit -43 ("SUP-43"), 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-43, attached hereto and incorporated as if set forth fully herein as **Exhibit "B"**, is hereby approved by the City Council. The approved Site Plan meeting the requirements of this section shall be adhered to in its entirety for the duration of the uses authorized by SUP-43.

SECTION 5. ASSIGNABILITY; TERMINATION/RECISSION. SUP-43 is non-transferrable. SUP-43 shall expire or terminate when the Planning and Zoning Commission and the City Council take proper zoning action to rescind the SUP, with appropriate publication notification and public hearing, pursuant to Section 30.1 of the City's Comprehensive Zoning Ordinance.

SECTION 6. LAND USE REGULATIONS. The regulations contained in the City's Comprehensive Zoning Ordinance, as amended, shall be adhered to except as shown on "Exhibit B". In the event of conflict between the provisions of "Exhibit B" and any other provisions contained in the Comprehensive Zoning Ordinance, the provisions of "Exhibit B" control.

SECTION 7. CUMULATIVE REPEALER. This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided, however, that any complaint, action, claim, or lawsuit, which has been initiated or has arisen under or pursuant to such 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. SAVINGS. All rights and remedies of the City of Kaufman, Texas are expressly saved as to any and all violations of the provisions of any other ordinance affecting zoning for the Property which have secured at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

SECTION 10. 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 11. PUBLICATION AND EFFECTIVE DATE. This Ordinance shall become effective immediately upon its passage and publication as required by law and Charter.

PASSED AND ADOPTED this 14th day of December 2020.

JEFF JORDAN
MAYOR

ATTEST:

JESSIE HANKS
CITY SECRETARY

APPROVED AS TO FORM:

PATRICIA A. ADAMS
CITY ATTORNEY

Exhibit A - Metes and Bounds

STATEWIDE SURVEYING SERVICES REGISTERED PROFESSIONAL LAND SURVEYORS

GREG SJERVEN, R. P. L. S.
208 N. WASHINGTON

KAUFMAN, TEXAS 75142

METRO PHONE: (972) 962-6481
FAX: (972) 962-6480

FIELD NOTES FOR NEDLO PROPERTIES, LLC
PART OF BLOCK NO. 41
ORIGINAL TOWN OF KAUFMAN
KAUFMAN COUNTY, TEXAS

All that certain lot, tract or parcel of land situated within the corporate limits of the City of Kaufman, Kaufman County, Texas, part of Block No. 41 of the Original Town of Kaufman, shown by plat of same, recorded in Vol. I page 133 of the Deed Records of Kaufman County, Texas, all of that certain called 18,630.50 square feet tract conveyed to Billy J. Mays and Zola Mays by Barbi Corporation on July 21, 1993, recorded in Vol. 1094 page 876 of the Deed Records of Kaufman County, Texas and all of that certain tract conveyed to Billy J. Mays by Barbi Enterprises, LLC on September 27, 2017, recorded in Vol. 5469 page 530 of the Deed Records of Kaufman County, Texas, being more completely described as follows, to-wit:

BEGINNING at an "X" in Concrete found at the Northeast corner of the above mentioned Block No. 41 and being at the intersection of the South line of E. Mulberry Street with the West line of S. Monroe Street.

THENCE SOUTH, with the West line of S. Monroe Street, a distance of 200.00 ft. to a 3/8" Iron rod found at the intersection of same with the North line of E. Cherry Street and being at the Southeast corner of said Block No. 41.

THENCE WEST, with the South line of said Block No. 41 and with the North line of E. Cherry Street, a distance of 100.00 ft. to a 3/8" Iron rod found at the Southeast corner of the Larry Dale Latimer and Arturo Novoa Garcia 0.46 acre tract, recorded in Vol. 4260 page 547 of the Deed Records of Kaufman County, Texas.

THENCE NORTH, with the East line of said 0.46 acre tract, a distance of 200.00 ft. to an "X" in Concrete found at the Northeast corner of same, in the North line of said Block No. 41 and being in the South line of E. Mulberry Street.

THENCE EAST, with the North line of said Block No. 41 and with the South line of E. Mulberry Street, a distance of 100.00 ft. to the point of beginning, containing 0.459 of an acre of land.

I, Greg Sjerven, Registered Professional Land Surveyor No. 5244, do hereby certify that the above field notes and companion plat were prepared from an actual survey made by me on the ground during the month of October, 2019.

This survey was performed for the benefit of Nedlo Properties, LLC, Chicago Title of Texas, LLC (GF No. CTCP87-8000871900845-DL) and Chicago Title Insurance Company. Use of these field notes by any other person or for any other purpose is prohibited and the undersigned is not responsible for any loss resulting therefrom.

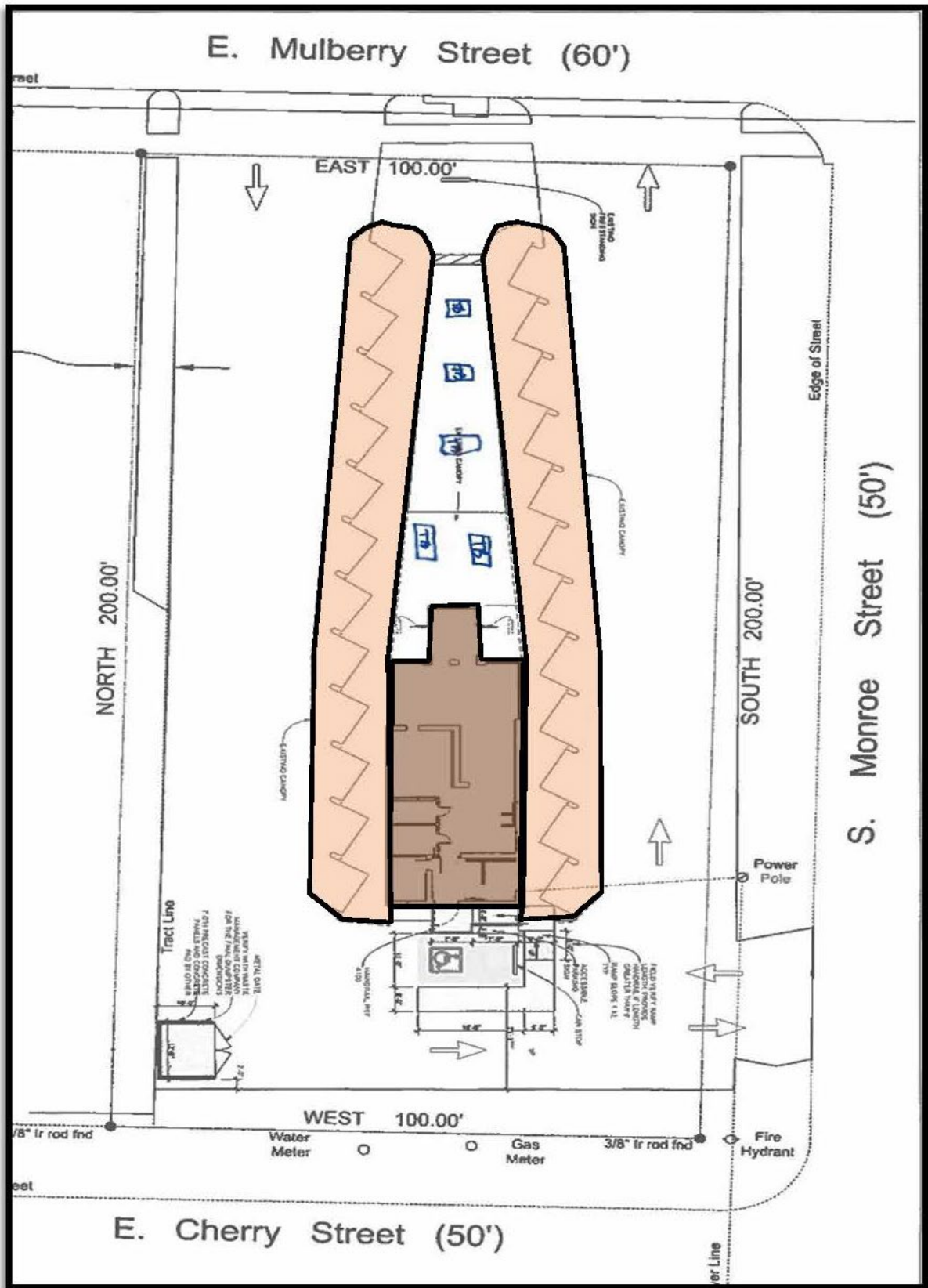
GIVEN UNDER MY HAND AND SEAL this the 23rd day of October, 2019.

NOTE: FIELD NOTES VOID IF NOT SIGNED IN BLUE.

REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5244
Copyright 2019. All rights reserved.
Statewide Surveying Service
nedlo.wp2



Exhibit B - Site Plan





Meeting Date: December 1, 2020

Consent: No

Discussion/Action: Yes

SUBJECT: Conduct a public hearing and make a recommendation to City Council on a request for a Specific Use Permit to allow a private club in conjunction with a restaurant. located at 214 E. Mulberry Street (formerly Sonic Restaurant). The property (PID 28604) is platted as part of Block 41 of the Kaufman Original Addition. The property is zoned Commercial. (Case No. Z-06-20)

APPLICANT: Scott Olden

BACKGROUND/SUMMARY:

The building located at 214 East Mulberry Street was previously occupied as a Sonic Drive-In restaurant from 1978 to January 2020. The Detour a drive-in restaurant has occupied the building since February 2020.

The owner, Scott Olden is requesting to sell alcoholic beverages at The Detour, with a Wine and Beer Retailer's Permit (BG) and Food and Beverage Certificate (FB), which will require a Specific Use Permit for a private club in conjunction with a restaurant. He will not be able to obtain a liquor license without the Specific Use Permit.

Texas Alcohol Beverage Commissions (**TABC**) has defined the following as:

Wine and Beer Retailer's Permit (BG)

The holder can sell for consumption beer, ale, malt liquor and wine not more than 14% or 17% alcohol by volume (Code §251.81) on or off the premises where the product is sold. Products can't be sold for resale. This permit requires adequate seating area for customers.

Food and Beverage Certificate (FB)

May be issued to the holder of a Retail Dealer's On-Premise License (BE), Wine and Beer Retailer's Permit (BG), Mixed Beverage Permit (MB) and Private Club Registration Permit (N, NB, NE) if receipts from the sale of alcoholic beverages by the license holder at the location are 60% or less of the total receipts. The location must have permanent food service facilities for preparation and service of multiple entrees for consumption at the location.

The holder must meet the requirements of the Alcoholic Beverage Code and Rule 33.5 concerning the minimum number of entrees served, hours of service, etc.

Staff has talked to TABC multiple times and currently, there are no clear answers. Things have also been temporarily revised since the COVID-19 pandemic and there is no decision if this policy will become permanent or if it will just be temporary. TABC has been allowing businesses to sell their alcoholic beverages, for off-premises consumption, with the customer's to-go orders.

Staff spoke with Police Chief Dana Whitaker about the possibility of open containers leaving the premises and he stated that he would adhere to the TABC regulations.

A list of questions was given to Mr. Olden, after speaking with TABC, to allow him the opportunity to address staff's concerns. The list of questions and his responses are found on page 6 of 7 of this report.

On March 1, 2004, the Planning and Zoning Commissioners denied the expansion of an existing SUP-12 located at 1917 S. Washington (formerly La Pradera Restaurant and now Chef's Restaurant). The Commissioners at that time expressed concern with the ability to control the consumption of alcohol on the covered patio area.

SURROUNDING ZONING AND EXISTING LAND USES:

	Zoning	Existing Land Use
North:	"C"	Kaufman County Parking Lot
South:	"SF-6"	Single Family Vacant Property
East:	"C"	Car Wash
West:	"C"	Pawn Express



COMPREHENSIVE PLAN:

Land Use Plan:

The Comprehensive Plan designates the land use of the subject property as commercial. The existing commercial zoning complies with the amended future land use map.

Thoroughfare Plan:

The City of Kaufman Thoroughfare Plan designates East Mulberry Street as a "Type A", Major Arterial, requiring a future right-of-way width of 120-feet. However, the 2035 Kaufman County Transportation Plan designates East Mulberry Street as a "Type AA", Principal Arterial Arterial requiring a future right-of-way width of 120-140 feet.

DETERMINATIONS NECESSARY FOR CONSIDERING SUP'S

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 to ensure that the intent of the district is 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.
- C. No Specific Use Permit shall be granted unless the applicant, owner, and grantee of the Specific Use Permit shall be willing to accept and agree to be bound by and comply with the written requirements or conditions of the Specific Use Permit, as incorporated into the amending ordinance establishing the SUP, and as reviewed by the Planning and Zoning Commission and approved by the City Council.
- *H. A time limit may be imposed as a condition upon the granting of a SUP. If a time limit has been imposed, the SUP automatically terminates when the time limit expires. Except as otherwise provided in Subsection 30.2.I.; the applicant shall go through the procedures outlined above in Subsection 30.2.A-30.2G to renew a SUP.

PROPERTY OWNER RESPONSES:

The City of Kaufman mailed out notification letters to 22 property owners within 300' of 214 East Washington Street. The results are as follows:

- Property owners returned letters in **opposition** to the request = 2
- Property owners returned the letter in agreement to the request = 0

If 20% of the area 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 20% rule is a State law.

RECOMMENDATIONS:

Staff recommends denial of Z-06-20, to deny the specific use permit for a private club (restaurant with alcoholic beverage sales for on-premise consumption only) located at 214 East Mulberry Street for the following reasons:

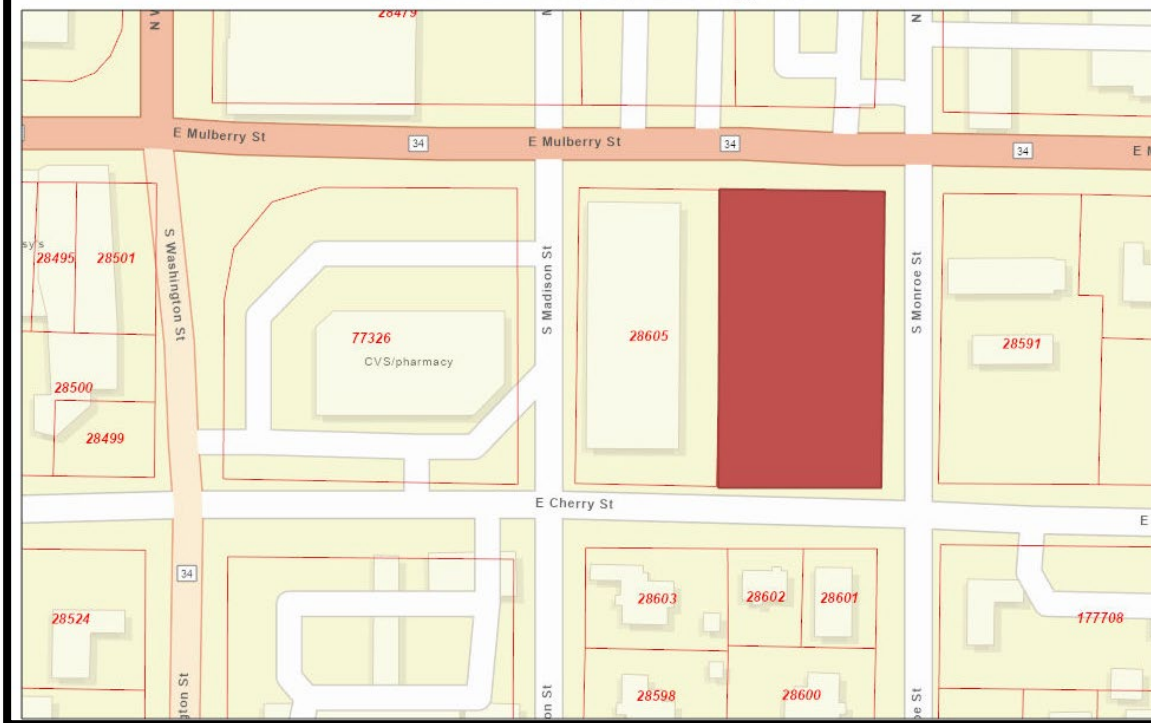
1. The proposed business model of a drive-in restaurant is different from a restaurant with indoor seating and designated servers, where you truly control patrons from leaving the building with alcoholic beverages. A drive-in restaurant cannot physically control when a vehicle can leave.
2. There are concerns of potential liability for the City of Kaufman regarding the open container laws. Right now during the COVID-19 pandemic, the rules are somewhat relaxed relative to the open container laws. Staff does not know what will happen with the rules and regulations once the pandemic is over.

ATTACHMENTS:

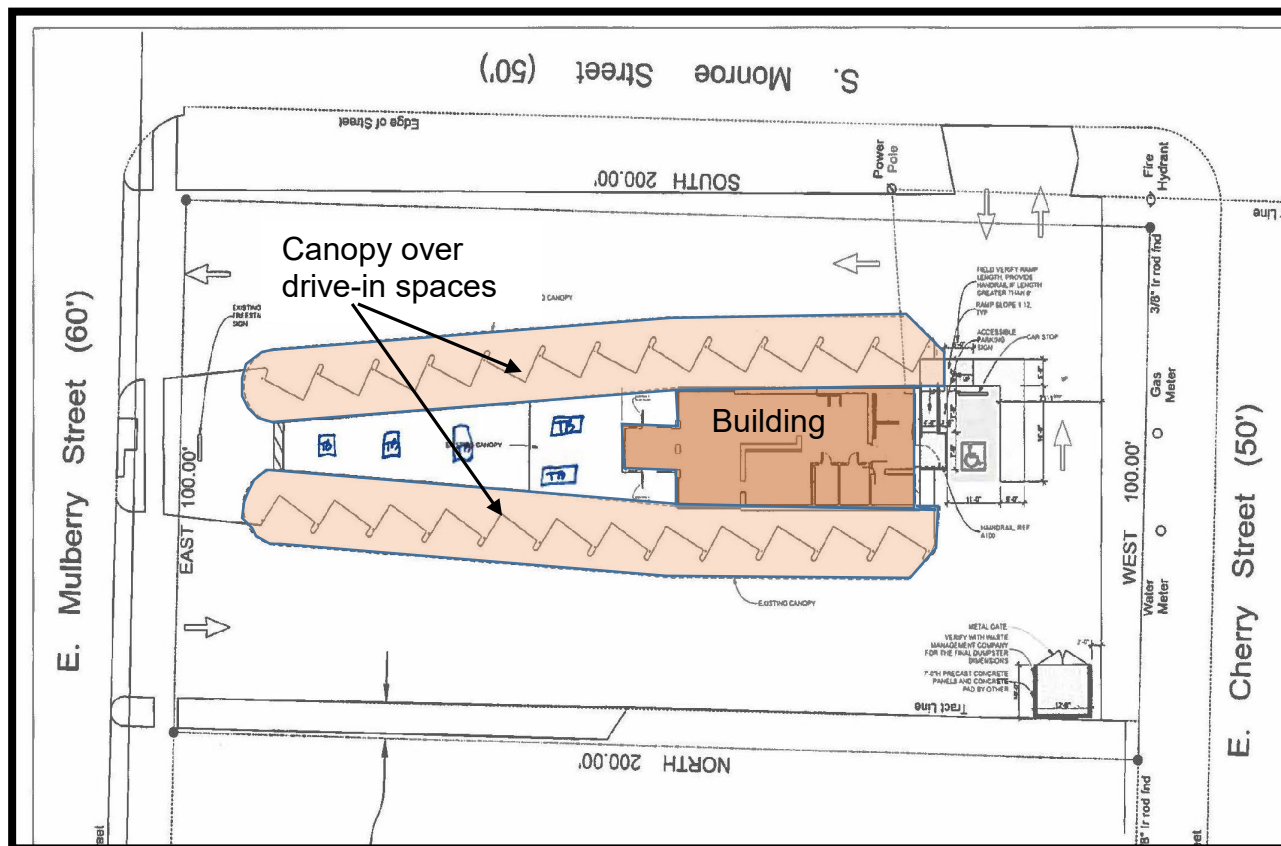
1. Location map
2. Site Plan
3. Questionnaire
4. Responses Received

Marcy Ratcliff
Development Services
972-932-2216 ext. 117
Kaufmanplanning@kaufmantx.org

The Detour at 214 E. Mulberry St.



Site Plan



Responses to Questions Regarding the Sale or Consumption of Alcoholic Beverages at 214 E Mulberry Street

1. Will you be selling the alcoholic beverages to-go? **Yes**
 - a. How will the package be sealed? **Sealed Bottle**
 - b. How will the package be marked for to-go only? **Put into a bag, we could even seal bag**
2. Will you be selling the alcoholic beverages to consume on-premise? **Yes**
 - a. How will you monitor the customer from leaving with an open container? **Post signs**
 - b. How will you monitor the age of the customer? **Check IDs**
 - c. How will you monitor if the person is intoxicated? **Staff training, cutoff, not server, offer ride**
3. What will your policy be on opening to-go containers and consuming it on-premise? **NOT allowed**
4. What will your policy be on opening to-go containers and consuming part of it on-premise and taking the rest with them? **NOT allowed**
5. What kind training will you and your employees have? **TABC certification course**
6. What about the age of your employees? **18 to serve**
 - a. Is there a limit on who can serve it? **18 and over**
 - b. Is there a limit on who can prepare it? **18 and over**
7. What kind of situation will you cause you to call the police department? **Customer acting belligerent or appears to be not safe to drive**
8. Will this be for wine and beer only? **Yes**
9. Will you be serving margaritas? **No**
10. What about alcohol in the ice cream?
 - a. Is alcohol still being adding? **As ingredient**
 - b. What is the age of the employee who mixing it in? **50, owner makes all ice cream**
 - c. What type of alcohol is/was being added to the ice cream? **Whatever flavor trying to achieve. Rum Raison would have a small amount of rum for flavor.**
 - d. Would this practice fall under the permits you are applying for? **No, TABC follows the Alcohol Tabaco Tax and Trade Bureau (TTB) in determining what is alcoholic beverage. TTB regulation 27 CFG 17.133(d) state that ice cream and ices have been found to be unfit for beverage purposes where only sufficient spirits are used for flavor purpose. We add the alcohol with all the other ingredients when we make the ice cream. It is a low content that is why it freezes solid and is not a beverage.**

Detour is a family-friendly business NOT a bar. We don't offer customers any reason to hang out and drink beyond what a customer would enjoy with their meal. We have had numerous requests by customers to sever beer with the burgers, it is a good fit. We plan on serving only bottle beers. Bottle beers are easier to control and monitor. We feel having beer available to sell would help our business. We lose business now because people go to other places for an alcoholic drink with their meal, we just want a level playing field.

Date: 11-11-20

Name: EVA HALFORD

Address: 300 E. CHESTNUT ST

City & State: Kaufman TX 75142

Phone #: 214 434 5828

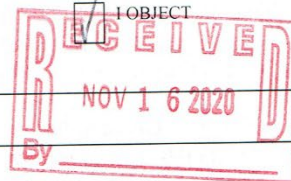
COMMENTS:

RE: Conduct a public hearing and make a recommendation to City Council on a request by Scott Olden, for the Detour Restaurant, on a 0.459-acre tract (PID 28604) located at 214 E. Mulberry Street for a Specific Use Permit for a private club (sell alcoholic beverages) in conjunction with a restaurant. (Z-06-20)

☐

I AM IN FAVOR

Email Address: _____

☒

I OBJECT

NAME PRINTED

SIGNATURE

Date: 11-11-20

Name: ANITA PROVINCE TEE

Address: 425 VIA

City & State: VISTA, CA

Phone #: 760 484 77410

COMMENTS:

RE: Conduct a public hearing and make a recommendation to City Council on a request by Scott Olden, for the Detour Restaurant, on a 0.459-acre tract (PID 28604) located at 214 E. Mulberry Street for a Specific Use Permit for a private club (sell alcoholic beverages) in conjunction with a restaurant. (Z-06-20)

☐

I AM IN FAVOR

Email Address: _____

☒

I OBJECT

anitaprovince @ att.net

Is this "Private Club" for men, women, or men and women?
What are the activities that will take place here? Until I have
more information I cannot give my consent.

ANITA PROVINCE

NAME PRINTED

Anita Province

SIGNATURE



Meeting
Date: 12/14/2020

Date: 12/8/2020

Item #: a.

Dept.: Development
Services

Presentation

SUBJECT:

Presentation.

BACKGROUND:

Author:

Reviewed:

Mike Slye, City Manager

Cost:

Funds Available:

Source:

Recommendation:

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



Meeting
Date: 12/14/2020

Date: 12/8/2020

Item #: b.

Dept.: Development
Services

Action Item

SUBJECT:

PUBLIC HEARING.

BACKGROUND:

Author:

Reviewed:

Mike Slye, City Manager

Cost:

Funds Available:

Source:

Recommendation:

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



Meeting
Date: 12/14/2020

Date: 12/8/2020

Item #: c.

Dept.: Development
Services

Ordinance

SUBJECT:

Consider and take appropriate action on Ordinance O-37-20.

BACKGROUND:

Author:

Reviewed:

Mike Slye, City Manager

Cost:

Funds Available:

Source:

Recommendation:

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



Meeting
Date: 12/14/2020

Date: 12/8/2020

Item #: 12.

Dept.: Development
Services

Action Item

SUBJECT:

Consider and take appropriate action on the Site Plan for 1904 E. Highway 175 (Property ID 56874) for the Kaufman County Adoption Center, an approximate 45-acre tract platted as Lot 1, Law Enforcement Center Addition and zoned Highway Commercial. (Case No. SP-07-20)

BACKGROUND:

See the attached Planning and Zoning Commission report dated December 1, 2020.

Author:

Marcy Ratcliff, Development Services Director

Reviewed:

Mike Slye, City Manager

Cost: N/A

Funds Available: N/A

Source: N/A

Recommendation: The Planning and Zoning recommended approval of the Site Plan SP-07-20 located at 1904 E. Highway 175 (PID 56874) for the Kaufman County Adoption Center by a vote of 7-0.

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



Meeting Date: December 1, 2020

Consent: No

Discussion/Action: Yes

SUBJECT: Consider and make a recommendation to City Council on the Site Plan of 1904 E. Highway 175 (PID 56874) for the Kaufman County Animal Adoption Center. The 45-acre lot is platted as Lot 1, Law Enforcement Center Addition. The property is zoned Highway Commercial (HC). (Case No. SP-07-20)

BACKGROUND/SUMMARY:

Kaufman County is proposing a new Animal Adoption Center to be located on the same 45-acre property known as the Kaufman County Law Enforcement Center and future Justice Center. The property will be addressed as 1904 E. Highway 175. The Animal Adoption Center will be a 1-story structure containing 12,560 sf. The Adoption Center will house 66 dogs and 58 cats. There will be indoor "get to know you rooms" and an outdoor "get to know you courtyard". The building will also have offices for staff, a reception area for the public, and a check-in area in the rear, to assign the animals to the appropriate room awaiting a safe return to the owner or an adoption process. The exterior building materials include brick and composite wall panels that will complement the proposed Justice Center. The masonry wall around the outdoor "get to know you courtyard" will match the proposed building elevations.

The development of the Animal Adoption Center will create the need for a water detention area, to be located near the employee parking lot, for the stormwater runoff. The Animal Adoption Center will require 11 off-street parking spaces. The Adoption Center is proposing 29 off-street parking spaces (16 visitor spaces and 13 employee spaces). The Adoption Center is only required to provide 2 handicapped parking spaces but instead is proposing to develop 4 handicapped spaces. Two handicapped spaces will be located in the visitor parking area and 2 more handicapped spaces will be located in the employee parking area.

No new entrances are proposed from the Highway 175 Frontage Road. There are 188 existing off-street parking spaces. The Justice Center will require an additional 329 off-street parking spaces for a total of 517 off-street parking spaces. The combined total of all three uses will be 546 spaces.

The existing Law Enforcement Center is a 2-story building containing 114,229 SF and serves as the Kaufman County Sheriff's office and as the County Jail. This property will also be the future location of the Kaufman County Justice Center for the development of the County Courthouse, a 3 story structure, containing 98,586 SF.

SURROUNDING ZONING AND EXISTING LAND USES:
Zoning Map

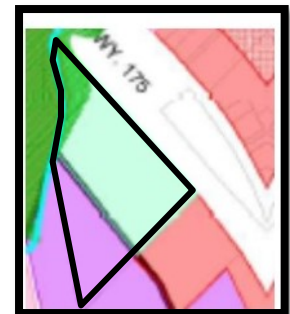
	Zoning	Existing Land Use
Left:	HC	Undeveloped
Right:	LI	Undeveloped & Numo Manufacturing, Advance
Rear:	Not in City Limits	Tabco Undeveloped
Front:	HC	Hwy 175 Residential Freeman Park Estates (Priscilla Lane)



COMPREHENSIVE PLAN:

Land Use Plan:

The 2014 Future Land Use Plan designated the land use of the subject property as a Future Public. Future Public is shown on the Future Land Use Plan to identify publically owned property such as schools, parks, city, and county properties. Governmental uses and offices are allowed in all zoning districts. The existing Highway Commercial zoning complies with the Future Land Use Plan because it allows a variety of office, commercial, retail, and service uses that prefer highway frontage.



Thoroughfare Plan:

The Thoroughfare Plan designates E. Highway 175 as a “Type AA”, Major Regional Arterial, requiring a future right-of-way width of 240 feet. The existing right-of-way is developed and maintained by the State of Texas. TxDOT controls all the driveway accesses.

PROPERTY OWNER RESPONSES:

Property owner notification is not a requirement of the site plan review process.

RECOMMENDATIONS:

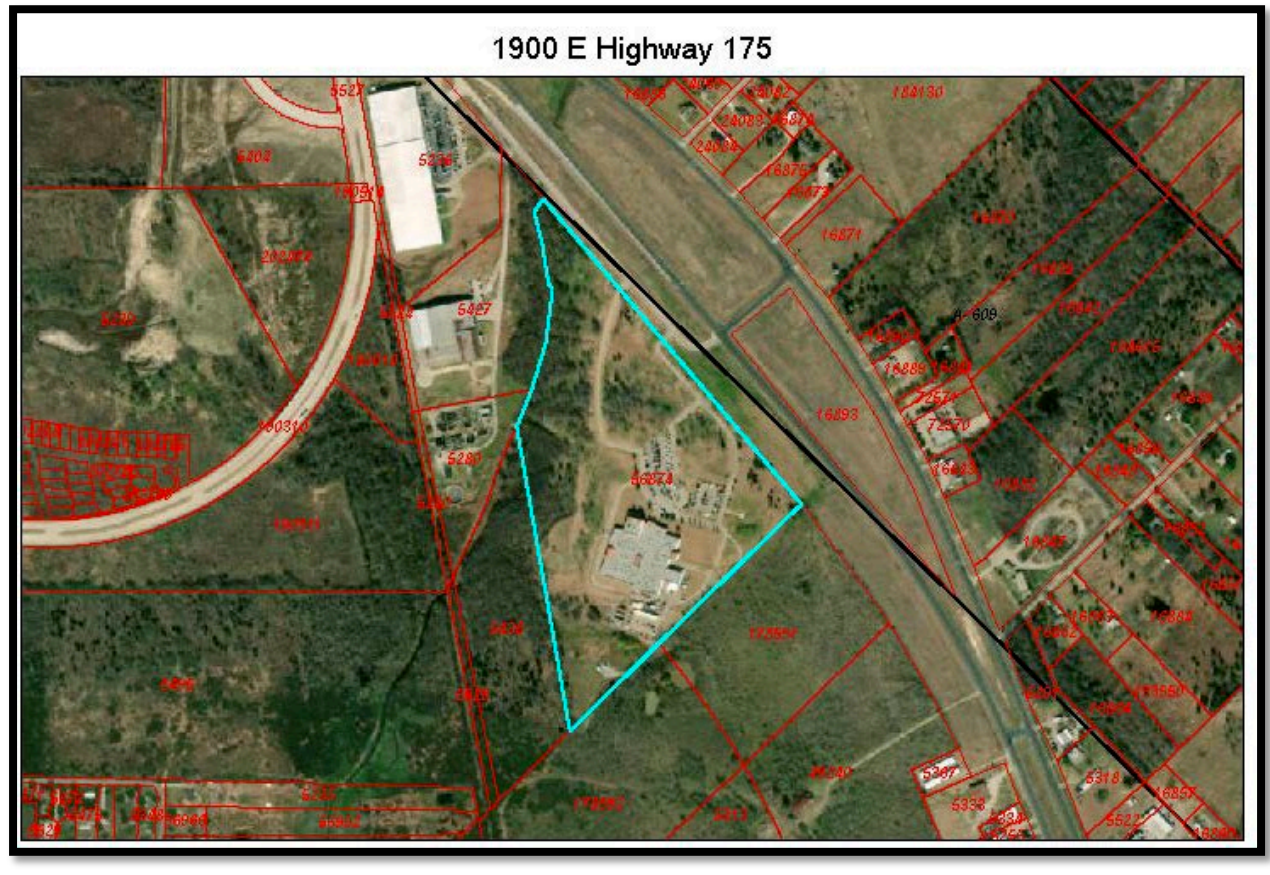
Staff recommends approval of SP-07-20 for the Site Plan of 1904 E Highway 175 for the Kaufman County Adoption Center.

ATTACHMENTS:

1. Location map
2. Letter from applicant
3. Site Plan

Marcy Ratcliff
Development Services
972-932-2216 ext. 117
Kaufmanplanning@kaufmantx.org

Location Map





October 7, 2020

Marcy Ratliff
Director of Development Services
City of Kaufman
209 S. Washington St.
Kaufman, TX 75142

RE: Kaufman Animal Shelter Site Plan Submittal
Project Description
Quorum Number: 19209

Marcy,

Quorum Architects, Inc. is pleased to submit this project description of the proposed Kaufman Animal Shelter as part of the Site Plan Submittal.

Kaufman County's new 12,560 square foot Animal Services facility is designed with the future growth in mind, providing for 66 dogs and 58 cats. After a series of highly collaborative work sessions with the owner, Quorum's team developed a building design with a welcoming storefront appeal to increase walk-ins, as well as encourage and increase adoptions. Providing a place where animals can be comfortable and healthy and can express normal behavior was a driving principal for the facility design.

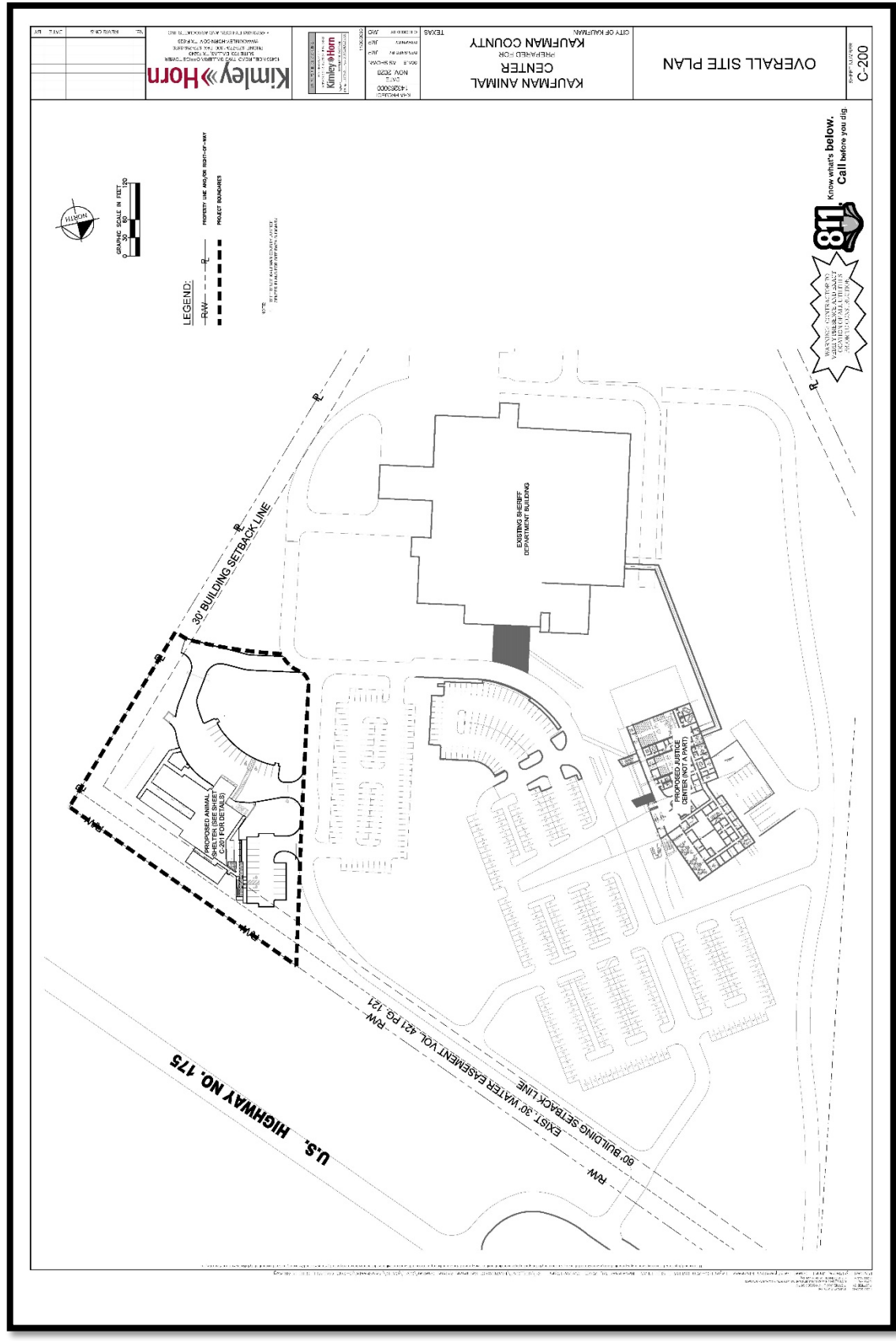
The facility will likely have hours of operations like other shelters which is often 10:00 AM to 5:00 or 6:00 PM Monday through Friday and 10:00 to 2:00 on Saturday. Some shelters are closed on Mondays. The Design includes a modern design that should complement the adjacent Justice Center nicely but integrate a more fun and colorful design than most Public and Civic structures. It is designed with durability and low maintenance in mind to stand the test of time. AS for the top priority of animal and employee health and well beings we have planned on an HVAC system designed specifically for the high standards of 100% fresh air and 12-16 air exchanges per hour in the animal rooms with no sharing of air from one room to another in order to minimize the risk of disease transmission. Each animal room will have natural daylighting to maintain the circadian rhythm and decrease stress related illness. The adoptable kennels and Isolation kennels will have indoor outdoor kennels that will be closed off at night to keep the dogs contained inside. This improves the adoptable dog's health and well-being. There will be an indoor get to know room and an outdoor Get to Know Courtyard that allows social interaction and assures compatibility with new owners and their pets. Functionally, back of house animal service areas are separated but still in close relationship allowing for an efficient design. They check in process starts in the enclosed sally port in the back of house to allow employees to safely offload animals and check them into the appropriate room awaiting a safe return to owner or a happy adoption process.

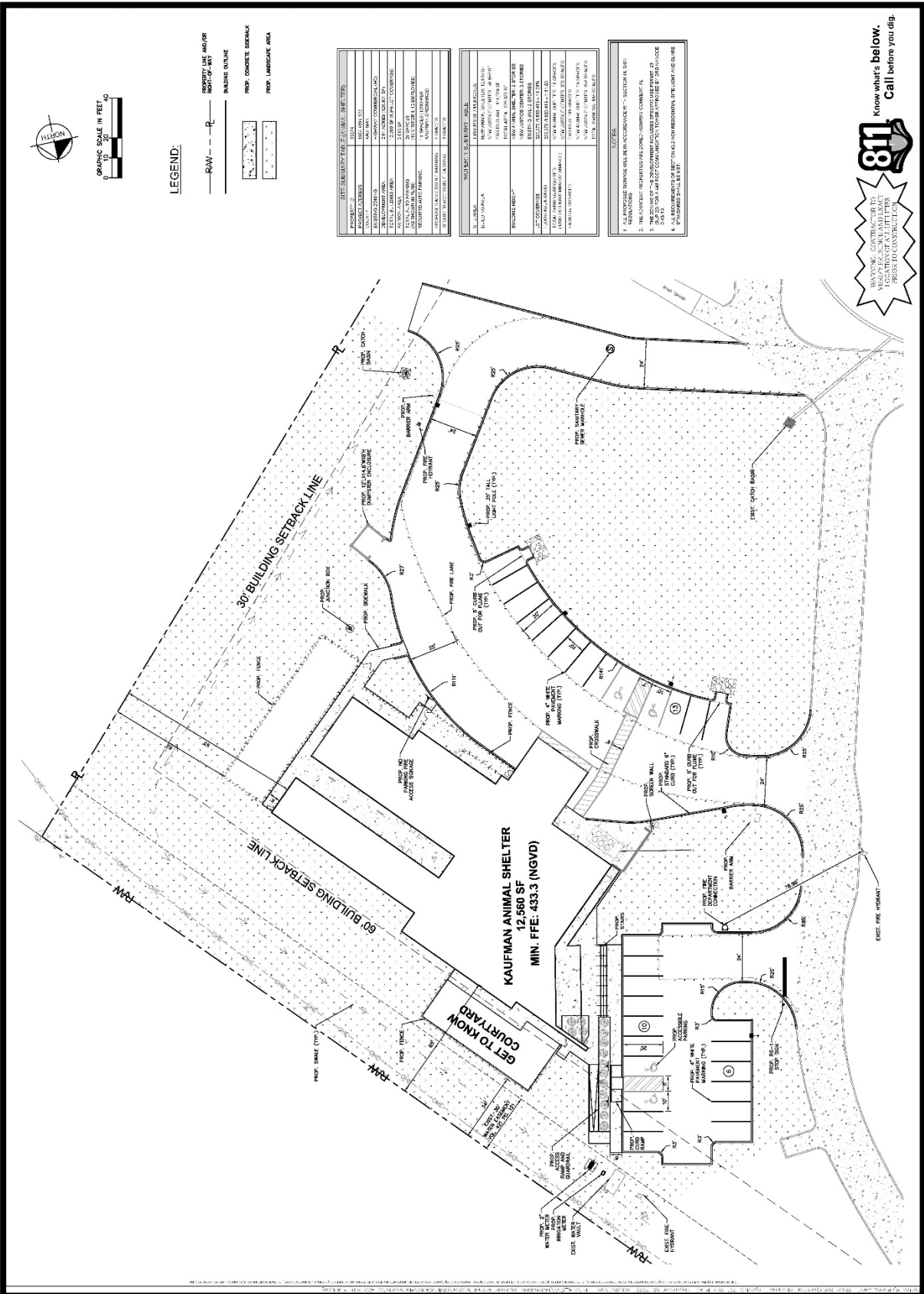
David G. Duman, AIA TX Registration #14305
Quorum Architects, Inc.

ARCHITECTURE · INTERIOR DESIGN

825 W Vickery Blvd • Suite 100 • Fort Worth, TX 76104 • 817.738.8095 • www.qarch.com

Site Plan





811
 Know what's below.
 Call before you dig.
 KANSAS CITY, MISSOURI
 811 KANSAS CITY, MISSOURI
 811 KANSAS CITY, MISSOURI

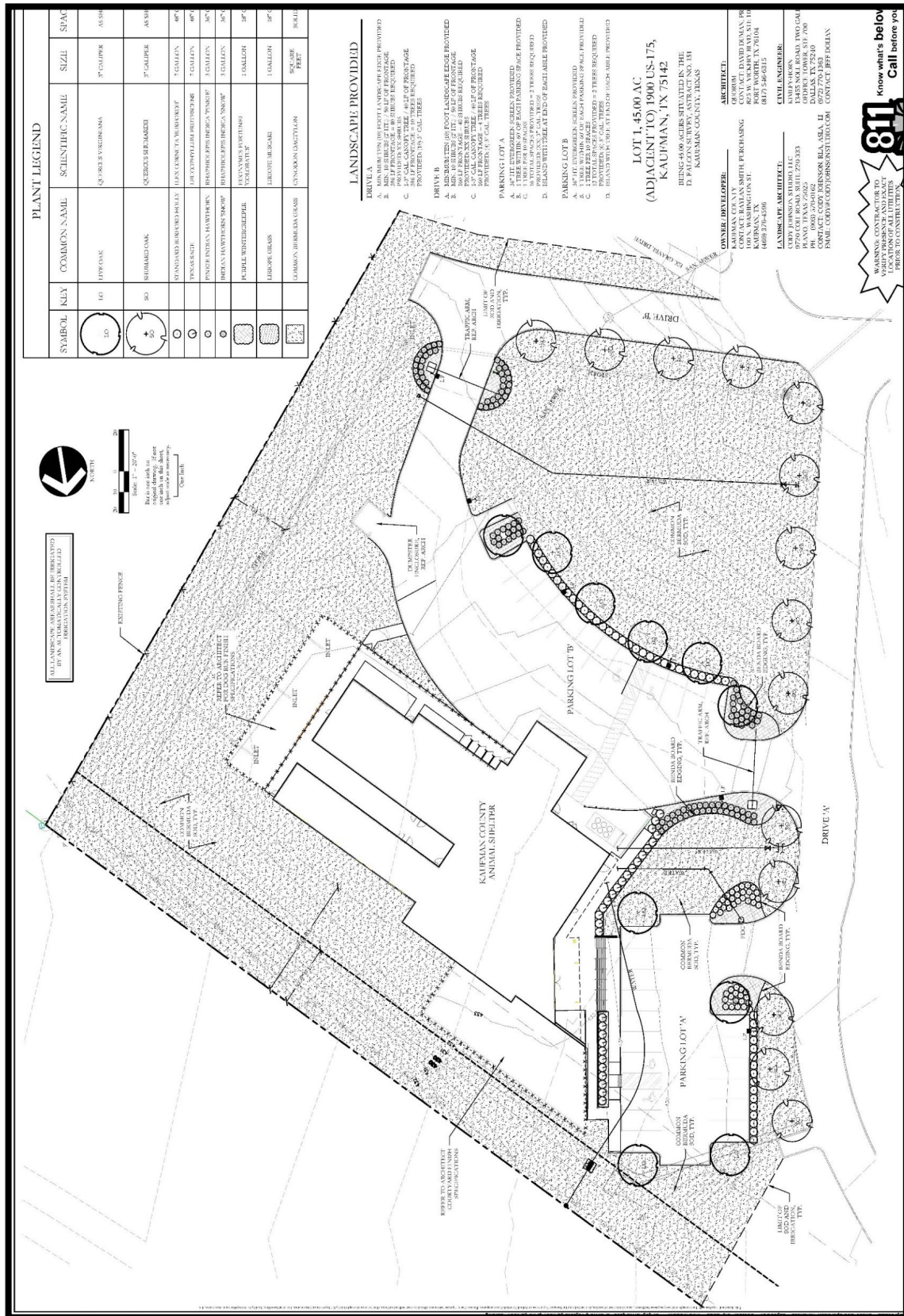


GRAPHIC SCALE IN FEET
 0 100 200

LEGEND:

- PROPERTY LINE AND/OR RIGHT-OF-WAY
- BUILDING OUTLINE
- EXISTING CONTOURS
- PROPOSED CONTOURS
- PROPOSED SHADE
- SPOT ELEVATION (DATE, MATCH EXISTING)
- SLOPE INDICATION
- PROP. ASPHALT PAVEMENT











Meeting
Date: 12/14/2020

Date: 12/8/2020

Item #: 13.

Dept.: Development
Services

Action Item

SUBJECT:

Consider and take appropriate action on an Boundary Line Agreement and a Right-of-Way License Encroachment and Maintenance Agreement between the City of Kaufman and James Janicek on parcel addressed as 400 N. Washington Street (PID 28407), located in the J.B. Cole Survey, Abstract 84, City of Kaufman, Kaufman County Texas for an existing house encroaching 2.8 feet onto the right-of-way of E. Hickory Street; and authorizing the Mayor or his designee to execute necessary documents.

BACKGROUND:

A house built in 1943 and located at the northeast corner of 400 N. Washington and E. Hickory Street encroaches 2.8 feet onto the right-of-way of E. Hickory Street (see the attached survey map). The owner, James Janicek, discovered the encroachment after the property was surveyed in the selling process. Staff sees no reason at this time to cause the portion of the house located in the right-of-way of E. Hickory Street to be removed. The proposed boundary line agreement and the right-of-way license encroachment and maintenance agreement provides assurance to the property owner of the City's intention to not cause the removal of the house.

The City of Kaufman's Zoning Ordinance, Section 34.7 Reconstruction or Repair of Nonconforming Structures states when 50% or more of the total appraised value as determined by the Kaufman County Appraisal District (KCAD) is destroyed by fire, the elements or some other cause the structure must be removed and rebuilt using the current zoning standards. The City's Building Official makes the determination when the value of the reconstruction is over the 50% KCAD value.

Author: Marcy Ratcliff, Development Services Director
Reviewed: Mike Slye, City Manager

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

Recommendation: Recommend authorizing the City Manager to sign the Boundary Line Agreement and the Right of Way License Encroachment and Maintenance Agreement.

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

BOUNDARY LINE AGREEMENT

THIS BOUNDARY LINE AGREEMENT, (this "Agreement"), is made and entered into by and between the City of Kaufman, Texas, a home rule municipal corporation located in Kaufman County, Texas, acting herein by and through its duly authorized City Manager, Mike Slye, hereinafter referred to as the "City", and James Janicek, an individual who owns property within the City of Kaufman, Kaufman County, Texas, hereinafter referred to as "Janicek".

RECITALS

- A. Janicek is the owner of the following described real property:
- Being all that certain lot, tract or parcel of land located in the J.B. Cole Survey, A-84, City of Kaufman, Kaufman County, Texas, (the "Survey"), and more commonly known as 400 North Washington St., Kaufman, Texas 75142 being more particularly described on Exhibit "A", attached hereto and incorporated as is set forth fully herein, (hereinafter referred to as "Janicek's Property").
- B. The City is the holder of a fifty foot (50') right-of-way called "E. Hickory Avenue" adjoining Janicek's Property, same being more particularly shown on the survey prepared by Gary L. Hardin R.P.L.S. \$4207, dated September 29, 2020, Job No. 2009177, attached hereto as Exhibit "B", and incorporated as if set forth fully herein, (hereinafter referred to as "Right-of-Way").
- C. A one-story frame residential structure is located on the south side of Janicek's Property and encroaches approximately 2.8 feet onto the Right-of-Way, as more particularly shown on Exhibit "B", (hereinafter referred to as the "Encroachment").
- D. The parties to this Agreement have entered into a separate Right-of-Way and License Encroachment and Maintenance Agreement to govern the parties' obligations relating to the Encroachment.
- E. The purpose of this Agreement is for the parties to agree to a fixed boundary line between the City's Right-of-Way and Janicek's Property.

NOW THEREFORE, AND IN CONSIDERATION of the mutual benefits to be derived therefrom, and in order to establish between the parties certain agreements regarding the common boundary line between their respective parcels, it is hereby mutually agreed by all parties hereto as follows:

1. The boundary line between Janicek's Property and the Right-of-Way shall be as set forth on the survey prepared by Gary L. Hardin R.P.L.S. \$4207, dated September 29, 2020, Job No. 2009177, a copy of which is attached hereto as Exhibit "B".

2. Subject to the terms and conditions of this Agreement, each and every party, and their successors and assigns, grants to each and every other party, and their successors and assigns, the right and permission, as necessary and applicable, to allow and permit the Encroachments to exist as presently shown on the attached survey in Exhibit B.
3. Janicek agrees for himself, his heirs, executors, administrators, successors and assigns that there is no claim with respect to any portion of the Right-of-Way, nor is any such claim asserted by virtue of the Encroachment set out in this Agreement.
4. Janicek agrees that if the one-story frame residential structure is destroyed to the extent of 50% or more, he shall cause the entire structure to be removed from the Right-of-Way at his sole cost and expense.
5. This Agreement shall be a covenant running with the land as to both Janicek's Property and the Right-of-Way held by the City of Kaufman, Texas, and shall be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns, as the case may be.

WITNESS our hands, on this the _____ day of _____, 2020.

THE CITY OF KAUFMAN, TEXAS

JAMES JANICEK

by: _____
Jeff Jordan, Mayor

by: _____
Mike Slye, City Manager

ACKNOWLEDGMENT

STATE OF §
COUNTY OF §

Before me, the undersigned authority, on this day personally appeared JAMES JANICEK
[check one] ____ known to me or ____ proved to me through _____
(description of identity card) to be the person whose name is subscribed to the foregoing
instrument, and acknowledged to me that said person executed the same for the purposes and
consideration therein expressed.

Given under my hand and seal of office this ____ day of _____, 20 ____.

Notary Public, State of

Printed name:

Commission expires:

ACKNOWLEDGMENT

STATE OF §
COUNTY OF §

Before me, the undersigned authority, on this day personally appeared Jeff Jordan [check one] ___ known to me or ___ proved to me through _____ (description of identity card) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that said person executed the same for the purposes and consideration therein expressed, in his/her capacity as Mayor of the City of Kaufman, Texas.

Given under my hand and seal of office this ___ day of _____, 20__.

Notary Public, State of
Printed name:
Commission expires:

ACKNOWLEDGMENT

STATE OF §
COUNTY OF §

Before me, the undersigned authority, on this day personally appeared Mike Slye [check one] ___ known to me or ___ proved to me through _____ (description of identity card) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that said person executed the same for the purposes and consideration therein expressed, in his/her capacity as City Manager of the City of Kaufman, Texas.

Given under my hand and seal of office this ___ day of _____, 20__.

Notary Public, State of
Printed name:
Commission expires:

AFTER RECORDING RETURN TO:
Ranger Title Co.
1300 S Washington
Kaufman, Texas 75142

EXHIBIT "A"

All that certain lot, tract or parcel of land situated within the corporate limits of the City of Kaufman, Kaufman County, Texas, being part of Lots 5 and 6, Block 1 of the ORIGINAL TOWN OF KAUFMAN, as shown by Plat of same recorded in Volume I, Page 133, Deed Records, Kaufman County, Texas and part of that certain tract conveyed to D.G. Council recorded in Volume 2244, Page 248, Official Public Records, Kaufman County, Texas, being more completely described as follows:

BEGINNING at an "X" in concrete set at the southwest corner of the above mentioned Council tract, at the southwest corner of the above mentioned Block 1 and being at the intersection of the north line of Hickory Street with the east line of Washington Street;

THENCE North, with the west line of said Block 1 and with the east line of Washington Street, a distance of 52.00 feet to a 3/8 inch iron rod set at the southwest corner of the Patsy J. Martin, and husband, tract recorded in Volume 435, Page 312, Deed Records, Kaufman County, Texas;

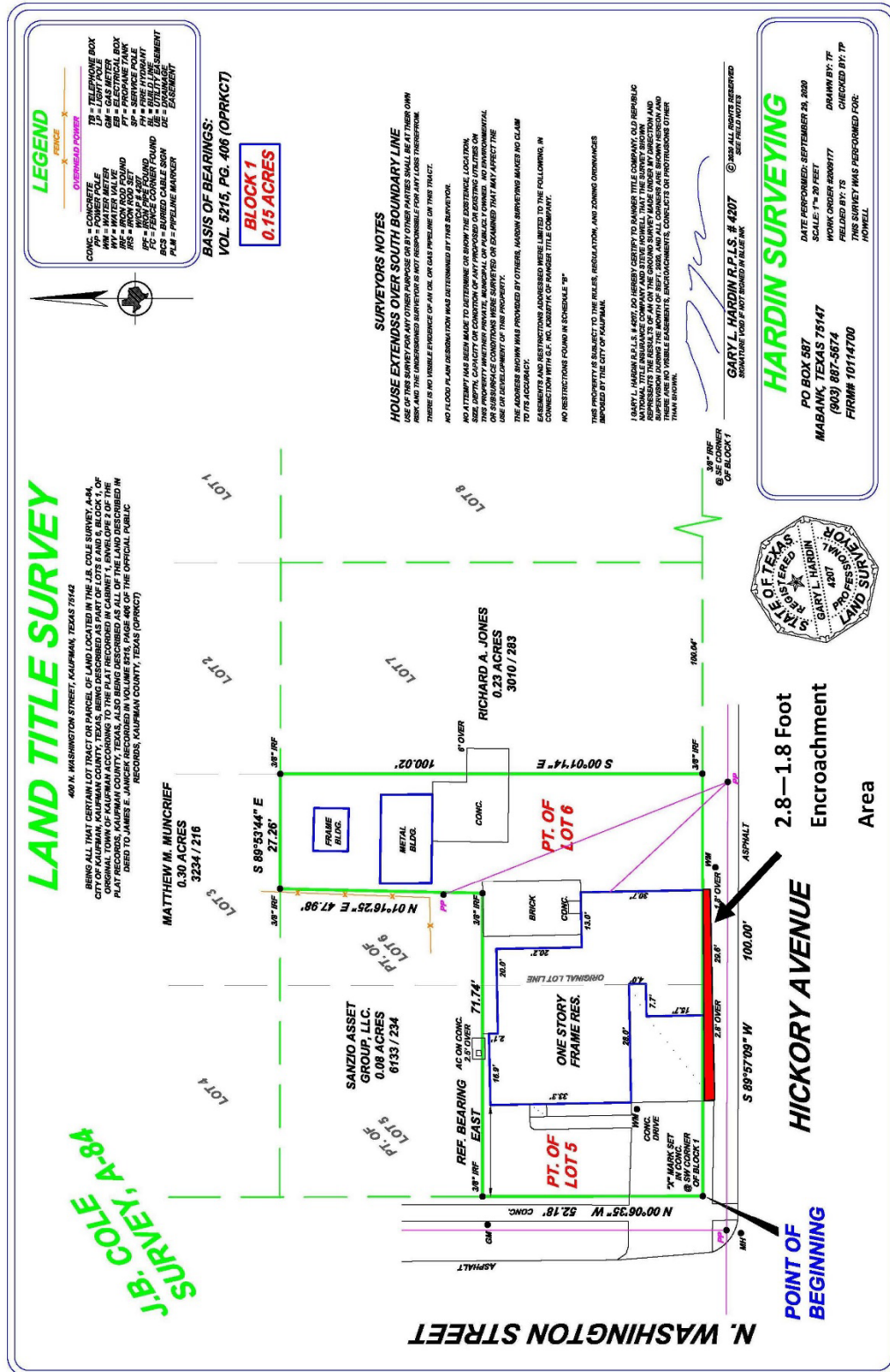
THENCE East, with the south line of said Martin tract, a distance of 72.00 feet to a 3/8 inch iron rod set at the southeast corner of same;

THENCE North, with the east line of said Martin tract, a distance of 48.00 feet to a 3/8 inch iron rod set at the northeast corner of same, in the north line of the above mentioned Lot 6, Block 1, and being in the south line of Lot 3;

THENCE east, with the north line of said Lot 6, a distance of 28.00 feet to a 3/8 inch iron rod set at the southeast corner of same, at the southwest corner of Lot 7 and being in the north line of Hickory Street;

THENCE West, with the south line of Block 1 and with the north line of Hickory Street, a distance of 100.00 feet to the POINT OF BEGINNING.

EXHIBIT “B” SURVEY



**RIGHT-OF-WAY
LICENSE ENCROACHMENT AND MAINTENANCE AGREEMENT**

THIS RIGHT-OF-WAY LICENSE ENCROACHMENT AND MAINTENANCE AGREEMENT, (this “Agreement”), is made and entered into by and between the City of Kaufman, Texas, a home-rule municipal corporation in Kaufman County, Texas, acting herein by and through its duly authorized City Manager, hereinafter referred to as the “City”, and James Janicek, an individual property owner of property located within the City of Kaufman, Kaufman County, Texas, hereinafter referred to as “Licensee.”

RECITALS

A. Licensee is the owner of the following described real property:

Being all that certain lot, tract or parcel of land located in the J.B. Cole Survey, A-84, City of Kaufman, Kaufman County, Texas, (the “Survey”), and more commonly known as 400 North Washington St., Kaufman, Texas 75142, and being more particularly described on **Exhibit “A”**, attached hereto and incorporated as is set forth fully herein, (hereinafter referred to as “Licensee’s Property”).

B. The City is the holder of a fifty-foot (50’) right-of-way called “E. Hickory Avenue” adjoining the Janicek Property, same being more particularly shown on the survey prepared by Gary L. Hardin R.P.L.S. \$4207, dated September 29, 2020, Job No. 2009177, attached hereto as **Exhibit “B”**, and incorporated as if set forth fully herein, (hereinafter referred to as “Right-of-Way”).

C. A one-story frame residential structure is located on the south side of Licensee’s Property and encroaches approximately 2.8 feet onto the Right-of-Way, as more particularly shown on Exhibit “B”, (hereinafter referred to as the “Encroachment”).

D. The parties to this Agreement entered into a separate Boundary Line Agreement to determine the boundary line between the City’s Right-of-Way and Licensee’s Property.

NOW THEREFORE, AND IN CONSIDERATION of the mutual benefits to be derived therefrom, it is hereby mutually agreed by all parties hereto as follows:

1. **License Conditions.** For and in consideration of Licensee’s true and faithful performance of the covenants herein contained, City hereby grants to Licensee a non-exclusive privilege and permission to encroach upon and use portions of the Right-of-Way, (the “License”), solely for the purpose of maintaining a one-story frame residential structure located on the south side of Licensee’s Property, (the “Encroachment”), which encroaches approximately 2.8 feet onto the Right-of-Way, (the “Encroachment Area”), for as long as at least fifty percent (50%) of the total appraised value, as determined by the Kaufman County Appraisal District, of the Encroachment is not destroyed or damaged by fire, the elements, or some other cause. If at least fifty percent (50%) of the Encroachment’s appraised value is destroyed or damaged by fire, the elements, or some other cause, Licensee shall cause the Encroachment to be removed or relocated

outside of the Right-of-Way at Licensee's sole cost and expense and the License shall terminate. If the Encroachment is removed or relocated pursuant to this Agreement, Licensee shall return the Encroachment Area to the condition in existence prior to the existence of the Encroachment at the sole cost and expense of Licensee.

Licensee shall be solely responsible for all maintenance in connection with the Encroachment and the Encroachment Area. Licensee shall maintain the Encroachment and Encroachment Area in strict compliance with the Charter, Ordinances and Codes of the City and in accordance with the directions of the Kaufman City Manager, or his duly authorized representative or designee.

Licensee's use of the Encroachment Area shall be subordinate to the City's use, and subject to all existing utility easements, if any, located within the Right-of-Way, or any other easements, conditions, covenants, rights, or restrictions of record. Licensee further agrees and covenants that the Encroachment Area shall, at all times, be subject to inspection by the City, however, the City has no duty to inspect. Licensee agrees to promptly clean and remove any debris from the Encroachment Area.

2. **No Further Encroachment.** The parties agree that there shall be no further encroachments in, under, on or above the Right-of-Way involved, except as shown on **Exhibit "B."**

3. **City Use of Right-of-Way/No Liability.** City may utilize the Right-of-Way at any time for the purpose of installing or maintaining improvements necessary for the health, safety and welfare of the public or for any other public purpose. Licensee agrees that City shall bear no responsibility or liability for property damage or claims resulting from City's use of the Right-of-Way.

4. **Term.** The duration of this Agreement and License shall be until the Encroachment's total appraised value, as determined by the Kaufman County Appraisal District, is at least fifty percent (50%) damaged or destroyed by fire, the elements, or some other cause and/or Licensee removes the Encroachment or relocates the Encroachment outside of the Right-of-Way.

5. **Termination.** The parties hereto agree that if the Encroachment's total appraised value, as determined by the Kaufman County Appraisal District, is at least fifty percent (50%) damaged or destroyed by fire, the elements, or some other cause and Licensee fails to remove or relocate the Encroachment outside of the Right-of-Way, this Agreement shall terminate, and City may seek any action at law or in equity to enforce the terms of this Agreement.

6. **City Retains Ownership.** Licensee understands and agrees that the granting of the License is not meant to convey to Licensee or create an interest or estate in Licensee's favor in the City's public Right-of-Way. The City retains legal possession of the full boundaries of its easement, including the Encroachment Area, and this Agreement merely grants to Licensee privilege to use the Encroachment Area.

7. **Compliance with Applicable Law.** Licensee agrees to comply fully with all applicable federal, state and local laws, statutes, ordinances, codes or regulations in connection with the construction, operation and maintenance of the Encroachment. Approval of this Agreement does not excuse Licensee from the requirement to obtain a building permit or comply with other State laws, City ordinances or regulations requirements.

8. **Taxes.** Licensee agrees to pay promptly when due all fees, taxes or rentals provided for by this Agreement or by any federal, state or local statute, law or regulation.

9. **Indemnity/Disclaimer.**

LICENSEE COVENANTS AND AGREES TO INDEMNIFY, AND DOES HEREBY INDEMNIFY, HOLD HARMLESS AND DEFEND CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS FOR PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF WHATSOEVER KIND OF CHARACTER, WHETHER REAL OR ASSERTED, (INCLUDING, WITHOUT LIMITATION, REASONABLE FEES, AND EXPENSES OF ATTORNEYS, EXPERT WITNESSES AND OTHER CONSULTANTS), ARISING OUT OF OR IN CONNECTION WITH DIRECTLY OR INDIRECTLY, THE CONSTRUCTION, MAINTENANCE, OCCUPANCY, USE, EXISTENCE, OR LOCATION OF THE ENCROACHMENT AND ENCROACHMENT AREA AND USES GRANTED HEREUNDER, WHETHER OR NOT CAUSED, IN WHOLE OR IN PART, BY ALLEGED NEGLIGENCE OF OFFICERS, AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, LICENSEES OR INVITEES OF THE CITY; AND LICENSEE HEREBY ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR SUCH CLAIMS OR SUITS. LICENSEE SHALL LIKEWISE ASSUME ALL LIABILITY AND RESPONSIBILITY AND SHALL INDEMNIFY CITY FOR ANY AND ALL INJURY OR DAMAGE TO CITY PROPERTY ARISING OUT OF OR IN CONNECTION WITH ANY AND ALL ACTS OR OMISSIONS OF LICENSEE, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, INVITEES, OR TRESPASSERS.

CITY HAS NOT MADE AND DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, GUARANTEES, PROMISES, COVENANTS, AGREEMENTS OR WARRANTIES OF ANY KIND OR CHARACTER WHATSOEVER UNLESS OTHERWISE PROVIDED FOR HEREIN, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE OF, AS TO, CONCERNING OR WITH RESPECT TO THE NATURE, QUALITY OR CONDITION OF THE ENCROACHMENT AREA, THE SUITABILITY OF THE ENCROACHMENT AREA FOR USES ALLOWED UNDER THIS AGREEMENT, OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. LICENSEE ACKNOWLEDGES IT HAS EXAMINED THE ENCROACHMENT AREA AND ACCEPTS SUCH IN ITS "AS IS" CONDITION.

10. **Covenant Running with the Land/File with Kaufman County Land Records.** This Agreement shall be a covenant running with the land as to both Licensee's

Property and the Right-of-Way held by the City of Kaufman, Texas, and shall be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns, as the case may be. The parties to this Agreement shall cause it to be filed in the land records of Kaufman County, Texas upon execution by the parties.

11. Miscellaneous Provisions.

- Licensee agrees that should any action, at law or in equity, arise out of the terms of this Agreement or on account of Licensee's maintaining or using the Encroachment Area, venue for said action shall be in Kaufman County, Texas. In any action brought by City for the enforcement of the obligations of Licensee, City shall be entitled to recover interest and reasonable attorney's fees. The laws of the State of Texas govern this agreement.
- All notices, demands, requests or replies provided for or permitted by this Agreement shall be writing to the address reflected below and may be delivered by personal delivery or by deposit with the United States Postal Service as certified or registered mail, return receipt requested. Notice deposited with the United States Postal Service shall be deemed effective one (1) business day after deposit with the U. S. Postal Service.
- No waiver of any covenant or condition or of the breach of any covenant or condition of this Agreement shall be taken to constitute a waiver of any subsequent breach of the covenant or condition nor to justify or authorize the nonobservance on any other occasion of the same or any other covenant or condition hereof. Any waiver or indulgence of Licensee's default will not be considered an estoppel against City. It is expressly understood that if at any time Licensee is in default in any of its conditions or covenants hereunder, the failure on the part of City to promptly avail itself of said rights and remedies which City may have, will not be considered a waiver on the part of City, but City may at any time avail itself of said rights or remedies or elect to terminate this Agreement on account of said default.
- Each party represents and warrants to the other party that it has the full power to enter into this Agreement and to perform its obligations thereunder.
- The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this _____ day of _____, 2020.

CITY OF KAUFMAN, TEXAS

209 S. Washington Street
Kaufman, TX 75142

By: _____
Mike Slye, City Manager

LICENSEE

404 N. Washington Street
Kaufman, Texas 75142

James Janicek

STATE OF TEXAS §
 §
COUNTY OF KAUFMAN §

BEFORE ME, on this day personally appeared Mike Slye known to me (or proved to me on the oath or through (description of identity card or other document) to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that she is the duly authorized City Manager of the City of Kaufman, and that she executed same on behalf of the City of Kaufman, Texas, a municipal corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 2020.

[SEAL]

Notary Public in and for the State of Texas

Type or Print Notary's Name

My Commission Expires: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, on this day personally appeared James Janicek known to me (or proved to me on the oath or through (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 2020.

[SEAL]

Notary Public in and for the State of Texas

Type or Print Notary's Name

My Commission Expires: _____

EXHIBIT "A"

All that certain lot, tract or parcel of land situated within the corporate limits of the City of Kaufman, Kaufman County, Texas, being part of Lots 5 and 6, Block 1 of the ORIGINAL TOWN OF KAUFMAN, as shown by Plat of same recorded in Volume I, Page 133, Deed Records, Kaufman County, Texas and part of that certain tract conveyed to D.G. Council recorded in Volume 2244, Page 248, Official Public Records, Kaufman County, Texas, being more completely described as follows:

BEGINNING at an "X" in concrete set at the southwest corner of the above mentioned Council tract, at the southwest corner of the above mentioned Block 1 and being at the intersection of the north line of Hickory Street with the east line of Washington Street;

THENCE North, with the west line of said Block 1 and with the east line of Washington Street, a distance of 52.00 feet to a 3/8 inch iron rod set at the southwest corner of the Patsy J. Martin, and husband, tract recorded in Volume 435, Page 312, Deed Records, Kaufman County, Texas;

THENCE East, with the south line of said Martin tract, a distance of 72.00 feet to a 3/8 inch iron rod set at the southeast corner of same;

THENCE North, with the east line of said Martin tract, a distance of 48.00 feet to a 3/8 inch iron rod set at the northeast corner of same, in the north line of the above mentioned Lot 6, Block 1, and being in the south line of Lot 3;

THENCE east, with the north line of said Lot 6, a distance of 28.00 feet to a 3/8 inch iron rod set at the southeast corner of same, at the southwest corner of Lot 7 and being in the north line of Hickory Street;

THENCE West, with the south line of Block 1 and with the north line of Hickory Street, a distance of 100.00 feet to the POINT OF BEGINNING.

J.B. COLE
SURVEY, A-84





Meeting
Date: 12/14/2020

Date: 11/24/2020

Item #: 14.

Dept.: Administration

Ordinance

SUBJECT:

Consider and take appropriate action on Ordinance O-36-20, an ordinance of the City of Kaufman, Texas, amending Chapter 70, "Parks and Recreation", of the City's Code of Ordinances to add a new article, Article VII, to be entitled, "Civic Center", to adopt a fee schedule and related policies for rentals of the City of Kaufman Civic Center; and providing an amendment.

BACKGROUND:

With the Civic Center opening at the beginning of the New Year, it is time to starting putting in place our rental fees for the main room. Staff has reviewed several surrounding cities to determine what a fair rate would be for the rental of the facility.

Author:
Jessie Hanks, City Secretary

Reviewed:
Mike Slye, City Manager

Cost:

Funds Available:

Source:

Recommendation: Staff recommends approval of Ordinance O-36-20 as persented.

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

**CITY OF KAUFMAN, TEXAS
ORDINANCE NO. O-36-20**

AN ORDINANCE OF THE CITY OF KAUFMAN, TEXAS AMENDING CHAPTER 70, "PARKS AND RECREATION", OF THE CITY'S CODE OF ORDINANCES TO ADD A NEW ARTICLE, ARTICLE VII, TO BE ENTITLED, "CIVIC CENTER", TO ADOPT A FEE SCHEDULE AND RELATED POLICIES FOR RENTALS OF THE CITY OF KAUFMAN CIVIC CENTER; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING AN AMENDMENT; PROVIDING FOR SEVERABILITY; PROVIDING A CUMULATIVE REPEALER CLAUSE; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, it has been the practice of the City of Kaufman to allow rentals of the City of Kaufman Civic Center, (the "Civic Center"); and

WHEREAS, as a result, the City Council now desires to adopt a fee schedule and related polices for rentals of the Civic Center and finds it to be in the best interest of the citizens of Kaufman to adopt an official fee schedule and related policies for such use.

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

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. Chapter 70, "Parks and Recreation", of the Code of Ordinances of the City of Kaufman is hereby amended to add a new Article, Article VII, to be entitled, "Civic Center", which shall be read in its entirety as follows, with all other provisions of Chapter 70 remaining in full force and effect:

Article VII. – Civic Center.

Sec. 70-103. Obligations of Renters. The Kaufman Civic Center may be rented by contacting the Parks and Recreation Department. The renter must enter into a standard rental agreement with the City of Kaufman, abide by all terms and conditions of such Agreement, and pay any applicable fees, to rent the Civic Center or space within. Further, the renter must agree to abide by Civic Center rental policies and procedures, as adopted and as amended by the City Manager or designee, and on file with the Office of the City Secretary.

Sec. 70-104. Fee Schedule. Fees and deposits applicable to rental of the Civic Center are as follows:

- (1) Deposit for an event at which alcohol will not be served: \$250
- (2) Deposit for an event at which alcohol will be served: \$350
- (3) Half Day Rental: \$250
- (4) Full Day Rental: \$500
- (5) Non-Profit Half Day Rental: \$150
- (6) Non-Profit Full Day Rental: \$250
- (7) Multiday Discount: 20% off the daily rate
- (8) Kitchen Use Fee: \$100 or \$50 if combined with a main room rental
- (9) Lost Key Fee: \$75

Sec. 70-105. Liability of City. The City shall not be held liable or bound for any loss or damage claimed in any way related to rental of the Civic Center in any capacity.

SECTION 3. SEVERABILITY. In the event any clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declare to be invalid or unconstitutional.

SECTION 4. CUMULATIVE REPEALER. This Ordinance shall be cumulative of all other ordinances and shall not repeal any of the provisions of such ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance.

SECTION 5. EFFECTIVE DATE. This Ordinance shall be effective upon its passage and approval by the City Council.

ADOPTED, PASSED, AND APPROVED on this the 14th day of December, 2020.

JEFF JORDAN
MAYOR

ATTEST:

JESSIE HANKS
CITY SECRETARY

APPROVED AS TO FORM:

PATRICIA A. ADAMS
CITY ATTORNEY

<u>City Name</u>	<u>Room Size</u>	<u>Deposit</u>	<u>Rental Fee</u>			8 hours rentals
1 Kaufman Civic Center	350 people	\$ 250.00	\$ 500.00	Full Day		\$ 500.00
2 Terrell Civic Center	90 people	\$ -	\$ 25.00	Per 4 hours		\$ 50.00
3 Mesquite Concert Hall	500 people		\$ 300.00	Per Hour		\$ 2,400.00
4 Mesquite Rehearsal Hall	150 People		\$ 200.00	Per Hour		\$ 1,600.00
5 Mesquite Recreation Center	200 people	\$ 200.00	\$ 240.00	Per 4 hours	For residents on the weekend	\$ 480.00
6 Mesquite Recreation Center	200 people	\$ 200.00	\$ 480.00	Per 4 hours	For non-residents on the weekend	\$ 960.00
7 Balch Spring Civic Center	250 people	\$ 150.00	\$ 50.00	Per Hour	For residents	\$ 400.00
8 Balch Spring Civic Center	250 people	\$ 250.00	\$ 50.00	Per Hour	For non-residents	\$ 400.00
9 Post Oak Bend Community Center	150 People	\$ 200.00	\$ 200.00	Per 4 hours		\$ 400.00
10 Rowlett Community Center	80 people	\$ 100.00	\$ 50.00	Per Hour	For residents regular business hours	\$ 400.00
11 Rowlett Community Center	80 people	\$ 100.00	\$ 100.00	Per Hour	For non-residents regular business hours	\$ 800.00
12 Rowlett Community Center	80 people	\$ 100.00	\$ 65.00	Per Hour	For residents non-business hours	\$ 520.00
13 Rowlett Community Center	80 people	\$ 100.00	\$ 130.00	Per Hour	For non-residents non-business hours	\$ 1,040.00
14 Desoto Civic Center	210 people	\$ 100.00	\$ 690.00	Full Day		\$ 690.00
15 Waxahachie Civic Center	300 People		\$ 850.00	Full Day	Standard Rate	\$ 850.00
16 Waxahachie Civic Center	300 People		\$ 700.00	Full Day	Residents & Non-profit Rate	\$ 700.00



Meeting
Date: 12/14/2020

Date: 12/10/2020

Item #: 15.

Dept.: Administration

Resolution

SUBJECT:

Consider and take appropriate action on Resolution R-32-20, a resolution of the City of Kaufman, Texas, providing general authority to the City Manager or designee to adopt and administer policies and procedures for rental of the Kaufman Civic Center that all renters must agree to abide by; and providing that such policies and procedures, as adopted and amend, are on file with the Office of the City Secretary.

BACKGROUND:

Staff has pulled several similar agreements from neighboring cities and has compiled a set of policies and procedures for the rental of the Civic Center.

Author:
Jessie Hanks, City Secretary

Reviewed:
Mike Slye, City Manager

Cost:

Funds Available:

Source:

Recommendation: Staff recommends approval of Resolution R-32-20 as presented.

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

RESOLUTION NO. R-32-20

A RESOLUTION OF THE CITY OF KAUFMAN, TEXAS PROVIDING GENERAL AUTHORITY TO THE CITY MANAGER OR DESIGNEE TO ADOPT AND ADMINISTER POLICIES AND PROCEDURES FOR RENTAL OF THE KAUFMAN CIVIC CENTER THAT ALL RENTERS MUST AGREE TO ABIDE BY; PROVIDING THAT SUCH POLICIES AND PROCEDURES, AS ADOPTED AND AMENDED, SHALL BE ON FILE WITH THE OFFICE OF THE CITY SECRETARY; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it has been the practice of the City of Kaufman to allow rentals of the City of Kaufman Civic Center, (the "Civic Center"); and

WHEREAS, the City Council has determined it to be in the best interest of the citizens of Kaufman to grant general authority to the City Manager or designee to adopt and administer policies and procedures to govern rentals of the Civic Center.

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

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

SECTION 2. AUTHORITY OF CITY MANAGER. The City Council hereby grants general authority to the City Manager or designee to adopt and administer policies and procedures to govern rentals of the Kaufman Civic Center that all renters must agree to abide by in order to rent the Civic Center or space within. Such policies and procedures, as adopted and amended, shall be on file with the Office of the City Secretary.

SECTION 3. EFFECTIVE DATE. This Resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this 14th day of December, 2020.

JEFF JORDAN
MAYOR

ATTEST:

JESSIE HANKS
CITY SECRETARY
APPROVED AS TO FORM:

PATRICIA A. ADAMS
CITY ATTORNEY



KAUFMAN CIVIC CENTER RENTAL AGREEMENT

In order to rent _____ within the City of Kaufman Civic Center, I, _____, ("Renter"), hereby agree to abide by the following terms and conditions and acknowledge that my failure to do so will result in immediate termination of this Agreement by the City and may result in additional fees and the loss of my rental deposit.

Key must be picked up between 9:00 am - 4:30 pm Monday-Friday at the Civic Center at 607 E. Fair Street, Kaufman, Texas 75142.

Date Key Picked Up: _____

Key must be returned the day after event.

Key# _____
Returned? _____

Renter hereby acknowledges that failing to return the key after the event shall result in an additional \$75.00 key fee.

RENTER NAME: _____

ORGANIZATION NAME: _____

EVENT: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

CELL PHONE: _____ HOME: _____

WORK: _____ EMAIL: _____

EVENT DATE(S): _____

Renter agrees to arrive no sooner than _____ on the beginning date shown above and to vacate the Civic Center (to include clean up) no later than _____ on the ending date shown above.

The Kaufman Civic Center reserves the right to book two half-day rentals on the same date.

FINANCES: Renter agrees to pay the City of Kaufman \$_____ for rental of the Kaufman Civic Center for a full day/half day usage. (circle one) Payment in full is required at least 7 days before the event.



DEPOSIT: A deposit of \$250.00 is required to ensure that the Center is cleaned and undamaged after use. The deposit is refundable if no property damage occurs and no additional cleaning is necessary. Deposit must be made on the date this Agreement is signed.

ALCOHOL: One of the following items **MUST** be initialed by Renter.

_____ There WILL NOT be alcohol at this event _____ There WILL be alcohol at this event

**If alcohol will be present at the event, a Kaufman Police Officer
MUST BE ON SITE FOR THE DURATION OF YOUR EVENT
and a copy of the contract with the Kaufman Police Department
must be on file with the Center before issuance of a key to Renter.**

DATE CHANGES: In the event Renter need to change the date of the rental, every effort will be made to transfer reservations to support the new date. All deposits are transferable to the new date; additional fees may apply. Renter further understand that last minute changes can impact the quality of the event and that Kaufman Civic Center is not responsible for these compromises in quality. Renter understand that if the new date they are requesting has been previously booked Kaufman Civic Center cannot transfer the reservation to that requested date.

Please initial below next to each item to signify your agreement.

1. _____ I agree that this Agreement consists of a Memorandum of Understanding, a Rental Agreement, Rental Policy and Cleaning Procedures, and a contractual agreement with a City of Kaufman police officer (if applicable). I further agree that these documents shall constitute the full and complete Agreement between both parties. I further understand that the City may make changes to the agreement documents at any time.
2. _____ I agree to abide by the Kaufman Civic Center Rental Agreement and all related agreement documents, and those rules and regulations posted at the Center, and to make all related persons, including guests of the event, aware of all such rules and regulations. If I, or related persons, fail to abide by such terms and conditions, I will forfeit my rental deposit.
3. _____ I agree to promptly pay the City for any additional charges incurred while renting a space in the Center, as more fully explained in the Rental Policy and Cleaning Procedures. Additionally, the Center reserves the right to file a police report.
4. _____ **I AGREE TO INDEMNIFY AND HOLD HARMLESS THE CITY OF KAUFMAN, TEXAS AND THE CITY OF KAUFMAN CIVIC CENTER, FROM ANY AND ALL LIABILITY OR CLAIM OF LIABILITY TO OR BY ANY PERSON BROUGHT IN CONNECTION WITH USE OF THE CIVIC CENTER IN ANY WAY, AND I RELEASE THE CITY OF KAUFMAN, TEXAS AND THE CITY OF KAUFMAN CIVIC CENTER FROM ALL LIABILITY THEREOF.**
5. _____ I agree to maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of the business risk with the City of Kaufman listed



an additional insured on the policy and a waiver of subrogation in favor of the City of Kaufman. Certificates of insurance shall be provided upon request.

6. _____ I agree that my rental is not confirmed until all agreement documents and the deposit are received and accepted by a Kaufman Civic Center representative.
7. _____ I agree that to receive my deposit back for a rental cancellation, I must notify the Kaufman Civic Center representative at least 14 calendar days before the scheduled rental date. I understand that if I cancel the Agreement within 14 calendar days of the scheduled rental date, I will forfeit my rental deposit.
8. _____ I agree that the City of Kaufman may terminate this Agreement at any time for any cause or convenience.

I, the above stated Renter, understand the Kaufman Civic Center Rental Agreement in its entirety and agree to abide by the aforementioned terms and conditions.

Signature: _____ Date: _____

Civic Center Representative: _____ Date: _____

Deposit Paid: Cash / Credit Card / Check# _____ Date: _____

Deposit Returned: Check# _____ Date: _____

Rental Paid: Cash / Credit Card / Check# _____ Date: _____ Initials: _____



MEMORANDUM OF UNDERSTANDING

1. The “Center” shall refer to the Kaufman Civic Center and all property located at 607 E. Fair Street, Kaufman, TX 76065.
2. The term “Renter” includes every person (whether or not named or referred to in the Rental Agreement) who shall use the facilities of the Center by “Renters”, expressed or implied consent.
3. The Agreement consists of all documents agreed to and signed by the Renter, including, but not limited to, this Memorandum of Understanding, the Rental Agreement, Rental Policy and Cleaning Procedures, and a contractual agreement with a City of Kaufman police officer (if applicable).
4. Maximum attendance allowable in the Center is governed by the posted Fire Code. Standing room only: 500. With tables and chairs: 350.
5. Renter shall provide a minimum of one (1) adult per each ten (10) children for youth activities.
6. The Center facilities are entered upon by Renter in good condition. Renter shall leave the Center facilities in the same (or better) condition as upon arrival. Any damages will be charged to Renter according to the Rental Policy.
7. Renter shall not use the Center facilities unlawfully. DRUGS, AND EXPLOSIVES ARE STRICTLY PROHIBITED.
8. If alcohol is to be present, **a police officer must be on duty for the duration of the event** and a contractual agreement with a City of Kaufman police officer must be on file with the Center before issuance of a key.
9. Renter will be responsible for insurance coverage for all events, as well as any additional services required for damages incurred by their event.

The Kaufman Civic Center is part of our community. It was built for the people of Kaufman, by the people of Kaufman. Please take excellent care of it for future renters.

EMERGENCY CONTACTS

True Emergencies – Call 911

For facility emergencies, please call (214) 802-4933



KAUFMAN CIVIC CENTER RENTAL POLICY

It is the responsibility of Renter to notify all related persons, including all persons in Renter's group and attending Renter's event at the Kaufman Civic Center ("Center"), of this Rental Policy and Cleaning Procedures as follows:

1. Smoking is strictly prohibited inside the Center and within fifty (50) feet of any entrance to the Center. All tobacco and related products are prohibited, including, but not limited to: cigarettes, e-cigarettes, vapor sticks, cigars, pipe tobacco, chewing tobacco, and snuff.
2. Drugs, and explosives are **NOT** permitted on Center property. Failure to comply shall result in police action and enforcement.
3. Alcoholic beverages are **NOT** permitted on Center property without City Manager approval. There must be a Kaufman police officer on duty for the duration of the event. Officers may be hired by contacting the Kaufman Police Department.
 - a. Renter and/or provider of alcohol assumes all liability and responsibility associated with the use, consumption, and dispensing of alcohol. Commercial Renters must provide a copy of Insurance for Alcohol.
 - b. Renters shall be responsible for hiring a TABC certified bar tender to serve alcohol and provide the licenses of the individual to the Civic Center staff prior to the event.
 - c. Alcohol must be served in plastic glasses. No glass is allowed.
 - d. Renter shall be responsible for monitoring alcohol entering and leaving the Center for the event. No guest shall be allowed to enter or leave the Center with open containers of alcohol at any time.
 - e. Alcohol consumption is not permitted in nearby vehicles or parking lots.
 - f. All state and federal laws relating to alcohol use apply. No one under the legal age of 21 may consume alcohol on Center property.
 - g. Failure to comply with the Center's alcohol policy shall result in police action and enforcement.
4. If Renter plans on selling or auctioning firearms on premise, the renter must comply with the Bureau of Alcohol, Tobacco, Firearms and Explosives Gun Show Guidelines.
3. Upon arrival, Renter shall take and send pictures of any issues with the Center facilities to civiccenter@kaufmantx.org so that the Kaufman Civic Center representative may address such issues with previous renters.
4. Renter and all related persons, including guests, shall respect all furniture and fixtures that the Center provides. No marking, etching, or destroying of the tables, chairs, and/or other surfaces provided is permissible. Renter shall pay for repair and/or replacement of any furniture or surface

Renter's Name: _____

Date of Event: _____

left in an unsatisfactory condition to the Kaufman Civic Center, and for any other damage done to City property. If any damage to City property occurs, Renter shall forfeit all rights to their rental deposit.

5. No animals are permitted in the Center, except for service animals.

6. Vehicles shall be parked on paved areas only. Parking is not permitted on the grass at any time, including loading or unloading.

7. All event decorations shall be free-standing. Nothing may be affixed to the walls, windows, and/or other inside or outside building surfaces, except for items temporarily hung from curtain rods installed inside above the hallway door frame. No nails, pins, tape, glue, adhesive, confetti, sparklers, rice, sawdust, or glitter are permitted. No candle frames are allowed. Use of flameless candles is permitted.

8. Renter shall vacate the premises by **MIDNIGHT**, unless other arrangements have been made with a representative of the Kaufman Civic Center. Residential neighbors in the area reserve the right to pursue police action against violators.

9. Renter shall clean the premises, according to the Cleaning Procedures, before the rental term is up, or Renter may be charged an additional cleaning fee and forfeit their rights to their deposit. All property owned by Renter and guests shall be removed from Center property upon vacation of the premises. No property may be stored or remain on site unless prior approval is given by the Kaufman Civic Center Coordinator.

I, the above stated Renter, understand the Kaufman Civic Center Rental Policy in its entirety and agree to abide by the aforementioned terms and conditions.

Signature: _____ Date: _____

Civic Center Representative: _____ Date: _____

Renter's Name: _____

Date of Event: _____

KAUFMAN CIVIC CENTER CLEANING PROCEDURES

The following cleaning procedures **MUST** be completed before Renter vacates the Civic Center or Renter may forfeit their deposit, may incur additional charges for cleaning, and may face prosecution.

Initials: _____

The following checklist is provided for Renter's convenience in securing deposit return.

Cleaning Supplies: Center will provide cleaning supplies, trash bags, trash cans, mop/mop bucket, and brooms for convenience, which will be located in the janitor's closet in the foyer.

Kitchen:

1. Turn off the oven and stovetop. It is a fire hazard to leave on and unattended.
2. Clean all counters and surfaces, including sink, stove, oven, and refrigerator, if used during the event.
3. Remove all personal items from the refrigerator, sink, counters, and cabinets.

Tables and Chairs:

1. Clean all tables and chairs.
2. Follow posted instructions for storing tables and chairs inside the storage closet.
3. Place all used table linens in the hamper located in the storage closet.

Restrooms:

1. Flush all toilets.
2. Take out all trash.
3. Clean any surfaces used during the event.

Trash:

1. Securely bag and remove all trash from the kitchen, bathrooms, and main room. There is a dumpster located to the left of the building when exiting the front door.
2. Any litter outside of the Center must be picked up and disposed of properly inside a secure bag.

Floor:

1. Sweep and dry mop the entire floor.
2. Should there be any spills, clean the affected area properly.
3. Return all brooms and mops to the janitor's closet.

Balloons: All balloons, air-filled or helium, must be removed.

Air/Heat: All thermostats should be set to a reasonable temperature upon departure. If it is hot outside, leave AC temperature at 75 degrees. If it is cold outside, leave heat temperature at 60 degrees.

Lights: Turn off all lights, including in the kitchen, bathrooms, and main room.

Renter's Name: _____

Date of Event: _____

Doors: Check and lock ALL doors: two (2) front doors, two (2) back doors, and two (2) kitchen doors.

Key: Place the key in the key drop located outside the office door, on the side of the building closest to the main road. If Renter fails to return the key, Renter shall pay an additional \$75.00 key fee.

I, _____, understand the Kaufman Civic Center's Cleaning Procedures and agree to abide by such terms and conditions.

Signature: _____ Date: _____



Meeting
Date: 12/14/2020

Date: 11/24/2020

Item #: 16.

Dept.: Administration

Resolution

SUBJECT:

Consider and take appropriate action on Resolution R-33-20, a resolution of the City of Kaufman, Texas prohibiting all gatherings at the Kaufman Civic Center of twenty-five (25) or more people without a health and safety plan for the event or gathering approved by the City Manager or designee, and on file with the Office of the City Secretary.

BACKGROUND:

This is a temporary policy once the Kaufman Civic Center is operational to limit the size of groups allowed to rent the facility to 25 people. This limitation is related to the current COVID-19 pandemic. All renters, regardless of size, will be required to comply with current CDC guidelines pertaining to social distancing, hygiene, etc.

Author:
Jessie Hanks, City Secretary

Reviewed:
Mike Slye, City Manager

Cost:

Funds Available:

Source:

Recommendation: Recommend approval of R-32-20 limiting the size of gatherings at the Kaufman Civic Center.

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

**CITY OF KAUFMAN, TEXAS
RESOLUTION NO. R-33-20**

A RESOLUTION OF THE CITY OF KAUFMAN, TEXAS PROHIBITING ALL GATHERINGS AT THE KAUFMAN CIVIC CENTER OF TWENTY-FIVE (25) OR MORE PEOPLE WITHOUT A HEALTH AND SAFETY PLAN FOR THE EVENT OR GATHERING APPROVED BY THE CITY MANAGER, OR HIS DESIGNEE, AND ON FILE WITH THE CITY SECRETARY, AS FURTHER PROVIDED HEREIN; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR SEVERABILITY; PROVIDING A CUMULATIVE REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Governor of Texas has issued executive orders limiting large gatherings of people, in an effort to combat the spread of COVID-19 throughout the state and to prevent the depletion of hospital capacity; and

WHEREAS, scientific evidence indicates that COVID-19 is a highly communicable disease that has affected people to varying degrees, and has the potential to affect a significant portion of the local population based on the current rate of community transmission, placing increased persons at risk for serious health complications, resulting in hospitalization and possibly death; and

WHEREAS, the City Council now desires to limit all gatherings of people in the Kaufman Civic Center to less than twenty-five (25) individuals, unless the organizer of such event or gathering submits a Health and Safety Plan to the City Manager, such plan is approved by the City Manager, or his designee, and on file with the City Secretary at least 14 days before the event or gathering, to further combat the spread of COVID-19 within the City.

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

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. PROHIBITION OF GATHERINGS OF 25 OR MORE PEOPLE IN THE KAUFMAN CIVIC CENTER WITHOUT APPROVED HEALTH AND SAFETY PLAN. The City Council hereby prohibits all gatherings of twenty-five (25) or more people in the Kaufman Civic Center, without a Health and Safety Plan approved by the City Manager, or his designee, and on file with the City Secretary at least 14 days before such gathering or event.

SECTION 3. SEVERABILITY. In the event any clause, phrase, provision, sentence or part of this Resolution or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Resolution as a whole or any part or provision hereof other than the part declare to be invalid or unconstitutional.

SECTION 4. CUMULATIVE REPEALER. This Resolution shall be cumulative of all other resolutions and shall not repeal any of the provisions of such resolutions except for those instances where there are direct conflicts with the provisions of this Resolution. Resolutions or parts thereof in force at the time this Resolution shall take effect and that are inconsistent with this Resolution are hereby repealed to the extent that they are inconsistent with this Resolution.

SECTION 5. EFFECTIVE DATE. This Resolution shall be effective upon its passage and approval by City Council and remains in effect until amended or rescinded by City Council.

ADOPTED, PASSED, AND APPROVED on this the 14th day of December, 2020.

**JEFF JORDAN
MAYOR**

ATTEST:

**JESSIE HANKS
CITY SECRETARY**

APPROVED AS TO FORM:

**PATRICIA A. ADAMS
CITY ATTORNEY**

DISCUSSION ITEMS REPORT (DIR)

[illegible]

DISCUSSION ITEMS REPORT (DIR)

Project Title	Project Lead	Agenda Date	Entered Date	Status/Notes	
PID Creation Resolution	Dev Svc/Admin	11/13/2018	10/24/2018	Complete	
TIRZ Creation Ordinance Amendment	Dev Svc/Admin	11/13/2018	10/24/2018	Complete	
TIRZ Project Reprioritization Resolution	Dev Svc/Admin	11/13/2018	10/24/2018	Complete	
Home Improvement Incentive Program	Development Serv	11/13/2018	10/23/2018	Complete	
Budget Book Submission to GFOA	Finance		10/23/2018	Complete	
Interlocal Agreement w/County for PID	Finance		10/30/2018	PID Assessment for Georgetown in 2020	
WWTP Priority Project List	Public Works	11/13/2018	10/23/2018	Mark Hill - Consultant	
2600 Commerce Way Permit Ready	Development Serv	NA	11/6/2018	Complete Permit Issued 11/26/2018	
600 N Nash KC Street Barn Permit Issued	Development Serv	NA	11/6/2018	Complete Finaled 01/04/2019	
Rev Ch 22 & 46 7500SF F Sprinkler Req	elopment Serv	01/28/2019 02/25/2019	1/21/2019	Complete 02/25/2019	
Realtor PID Training	Admin	NA		Complete 4/23/2019	
Fee Schedule Update	Development Serv		6/4/2019	Approved by Council	
Bureau Veritas Contract Update	Development Serv		6/4/2019	Approved by Council	
Park Master Plan Update	Parks &Rec	8/5/2019	10/23/2018	Aproved by Council	
34/243 Signal Installation	Public Works		10/23/2018	Complete	
HR Coordinator	Admin		12/17/2018	Admin/HR Assistant Full-Time Sept. 30	
Agenda Software Installation/Training	Admin		10/23/2018	Complete	
5 Year CIP	Admin	11/25/2019	11/25/2019	Work Session 12/16/19	
Water & Street Impact Fee Update	Development Serv		6/10/2019	Council approved 12/16/19	
Intern Program	HR	TBD	12/10/2019	Policy to Council 3/30/20	3,5
WWTP Finance Application	Finance	11/13/2018	10/23/2018	GTUA Approval	5
PD/FD Safety Equipment Grant	Public Safety	TBD	3/3/2020	Application Submitted	1
Street Maintenance Priorities	PW/Admin		2/27/2019	List Presented to Council/Incorporated into 5 Year CIP	5
Traffic Signal 1388@34 ByPass	Admin		1/28/2020	Final Construction Underway	1
Solid Waste RFP	Admin	TBD	5/18/2020	Contract Finanlized and Approved	4,5
PD Body Camera Grant	PD	4/27/2020	5/19/2020	Grant not awarded	1,5

December 3, 2020

To: Kaufman County

From: Ashley Berryhill, Grant Director

Re: **November 2020 STARNow** – Kaufman County Ridership Report

FY2021 TRIP INFORMATION:

	S	O	N	D	J	F	M	A	M	J	J	A	TOTAL
Trips	750	899	851										2,500
Service Days	21	22	19										62

KPIs

Completed Boardings ⓘ Avg. Boardings Per Service Hr. Boarding Cancellations ⓘ Boarding Cancellations (No Show) ⓘ Cancellation Percentage

851 **4.07** **196** **18** **18.72 %**

Cancellation Percentage (No Show) Completed Requests ⓘ Cancelled Requests ⓘ Cancelled Requests (No Show) ⓘ Avg. # of Trips per Rider

1.72 % **755** **189** **17** **10.01**

Avg. Travel Duration ⓘ Avg. Travel Distance ⓘ Avg. Time Wait ⓘ Median Wait Time ⓘ Bookings from Admin Portal ⓘ Bookings from Rider Application ⓘ

9.79 min **2.61 mi** **18.11 min** **11.75 min** **45.24 %** **54.17 %**

Flag Down Bookings ⓘ

0.59 %

December 4, 2020

To: City of Kaufman

From: Ashley Berryhill, Grant Director

Re: November Demand and Response Ridership Report

TRIP INFORMATION:

	S	O	N	D	J	F	M	A	M	J	J	A	TOTAL
Trips	289	233	267										789
No. Service Days	21	22	19										62

NO. OF TRIPS	PURPOSE
0	Education
0	Government
42	Medicaid
107	Medical
4	Nutrition (Senior Center)
10	Other (adult-day care, beauty salon, friend's homes, etc.)
38	Shopping
66	Work
0	Contract Services

ELDERLY AND DISABLED RIDERSHIP	
16	Disabled Trips
142	Elderly (&/or Dis) Trips

158 E & D Total Rides

E & D Percent of Total Trips – 59%

NOVEMBER UNDUPLICATED PASSENGERS
50
YEAR TO DATE UNDUPLICATED PASSENGERS
76

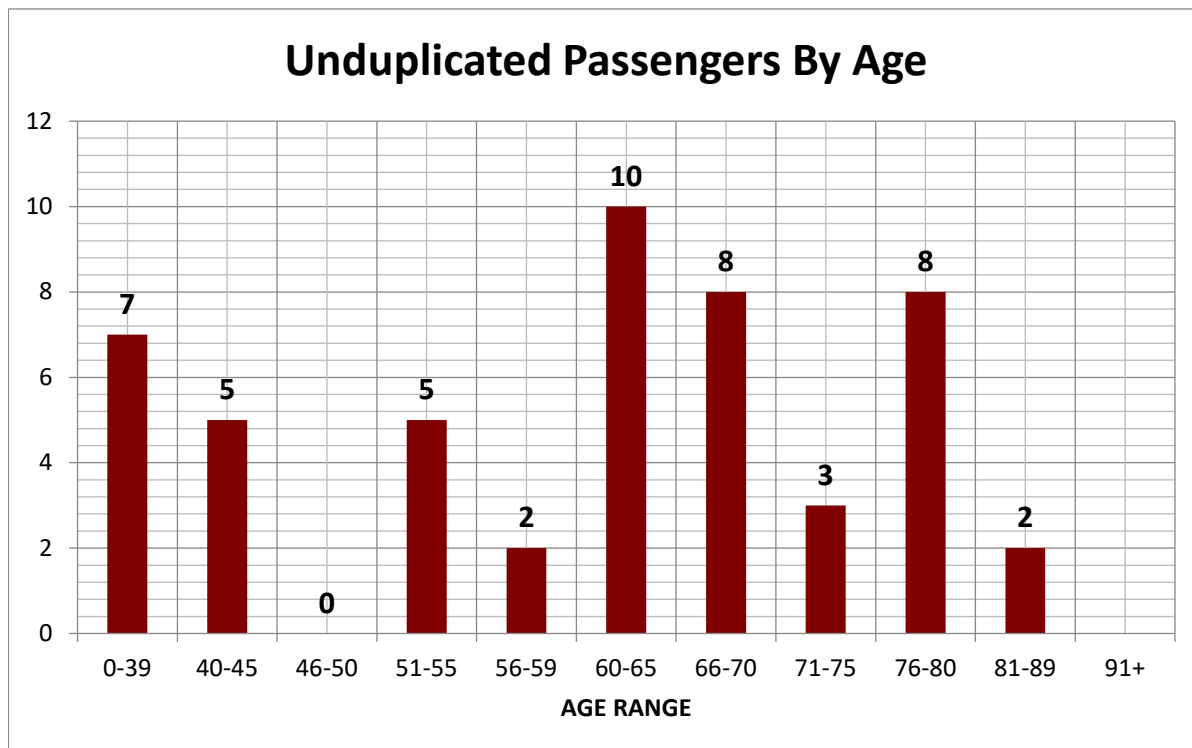


Trip Total	
KAUFMAN TO KAUFMAN	164
KAUFMAN TO OUTSIDE	89
OUTSIDE TO KAUFMAN	14

267

NOSHOW/CANCEL	298
DENIALS	21
Month to Month Unduplicated	50
YTD Unduplicated	76

November 2020 Total D & R Trips	267
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COUNCIL MONTHLY UPDATE

NOVEMBER 2020

- In November 2020, the Kaufman Fire Department responded to 191 calls for service.
- In November 2019, we responded to 188 calls for service.
- We have been taking city employees and public temperatures at city hall when needed.
- Covid 19 testing has been held at Fire Station
- Training:
 - (Fire Ce's) (EMS Ce's)
 - Initial Attack Ops Marcaine Adm.



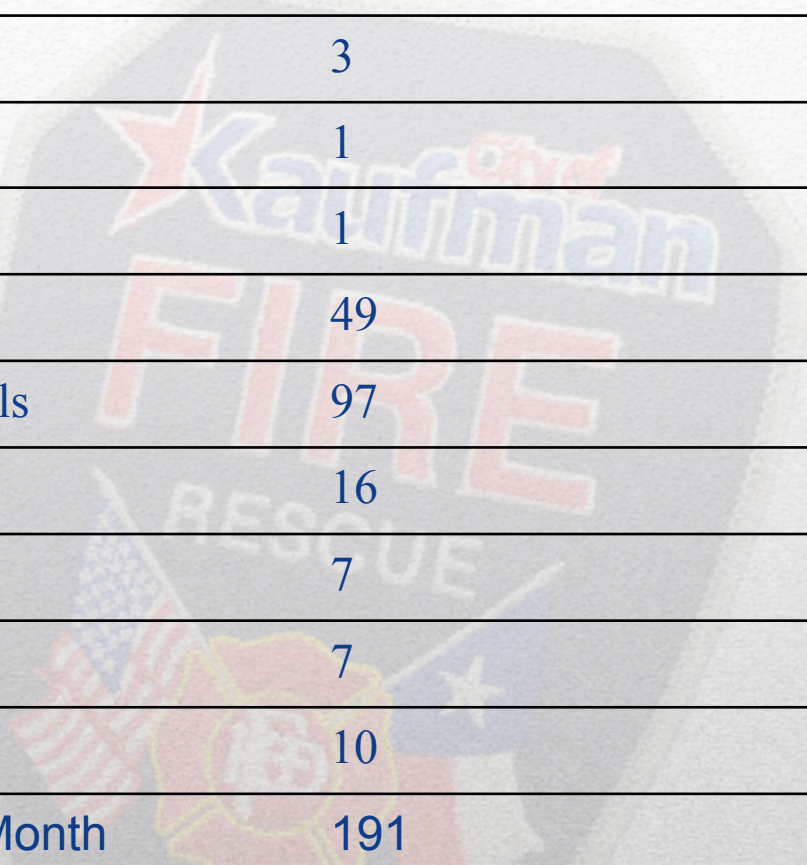
DEPARTMENT SNAPSHOT November

- **Incident Response Time
Monthly Average**

- **Nov. 2020 Monthly
Average Response
Time was 5 Minutes
10 Seconds (5.10)**
- **Nov. 2019 Monthly
Average Response
Time was 5 Minutes
19 Seconds (5.19)**



DEPARTMENT SNAPSHOT



Inspections	28
Structure Fires	3
Grass/Trash	1
Automobiles	1
Accidents	49
Emergency Medical Calls	97
Haz / Smoke Calls	16
False Alarms	7
Mutual Aid	7
Public Assist Unlocks	10
Total Responses for Month	191

NOV. 2020 Responses



BLUE= MEDICAL INCIDENTS

DECEMBER 2020

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

JANUARY 2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1 City Hall Closed- New Year's Day	2
3	4	5 Planning & Zoning Meeting	6	7 Special City Council Meeting	8	9
10	11	12	13 First Day to File for Election	14 Parks & Rec Meeting Employee Banquet	15	16
17	18	19	20	21	22	23
24/31	25 Regular City Council Meeting	26	27	28	29 Proposed Civic Center Grand Opening	30

FEBRUARY 2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2 Planning & Zoning Meeting	3	4	5 City Hall Closed- New Year's Day	6
7	8	9 KEDC Meeting	10	11	12 Last Day to File for Election	13
14	15	16	17	18 Parks & Rec Meeting	19	20
21	22 Regular City Council Meeting	23	24	25	26	27
28						