AGENDA
REGULAR CITY COUNCIL MEETING
MONDAY, JUNE 27, 2022 - 6:00 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: 870 3436 0003
PASSWORD: 270462

PLEDGE OF ALLEGIANCE

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

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

PUBLIC HEARING

1. Conduct a public hearing and consider and take appropriate action on Ordinance O-15-22, an ordinance of the City Council of the City of Kaufman, Texas, on a request by Eric Bowman of Cope Equities to rezone approximately 99.520 acres (Property ID 54862 & 54860) from Planned Development (PD-3) for Retail, Office, and Multi-Family Residential uses to **Planned Development (PD-22)** for Commercial uses on approximately 17.06 acres (Sub-District "A"), High-Density Multi-Family Residential uses on approximately 18.01 acres (Sub-District "B"), Low-Density Multi-Family Residential (Build-to-Rent) uses on approximately 10.16 acres (Sub-District "C"), Townhouse Residential uses on approximately 12.57 acres (Sub-District "D"), and Single-Family Residential uses on approximately 40.40 acres (Sub-District "E"). The proposed development is known as **Five Points** and is generally located northwest of S. Washington St. at Five Points Dr. in the D. Falcon Survey, Abstract No. 151, City of Kaufman, Kaufman County, TX. (Case No. Z-04-22)

a. Presentation.

b. PUBLIC HEARING.

c. Consider and take appropriate action on Ordinance O-15-22.

PLANNING & ZONING ITEMS

2. Consider and take appropriate action on the **Land Study and Preliminary Plat of Windsor Park 2**, being a tract of land containing approximately 134.12 acres (Property IDs 5270 & 198786), situated in the D. Falcon Survey, Abstract No. 151, Kaufman County, Texas. The property is generally located on the south side of SH 34 and the west side of FM 1388 (S. Houston St.) within the City of Kaufman's Extra-Territorial Jurisdiction (ETJ). The preliminary plat is for 447 residential lots and 11 common area lots. (Case No. PP-01-22)

3. Consider and take appropriate action on the **Land Study and Preliminary Plat of the Enclave at Kings Fort,** being a tract of land containing 41.00 acres (Property ID 57208), situated in the D. Falcon Survey, Abstract No. 151, City of Kaufman, Kaufman County, Texas. The property is zoned Planned Development-7 ("PD-7") and is generally located on the east side of Tabor Parkway, approximately 1,300 feet south of Kings Fort Parkway and 850 feet north of Dillard Lane. The preliminary plat is for 215 residential lots and 6 common area lots. (Case No. PP-03-22)

4. Consider and take appropriate action on the **Final Plat of South Pointe at Kaufman Sports Village Addition**, being a tract of land containing 51.824 acres (Property ID 56876), situated in the D. Falcon Survey, Abstract No. 151, City of Kaufman, Kaufman County, Texas. The property is zoned Planned Development-18 ("PD-18") and is generally located on the north side of SH 34, the west side of FM 1388 (S. Houston St.), and the southeast side of S. Washington St. The final plat is for 2 lots and 10 blocks. (Case No. FP-07-22)

DISCUSSION/ACTION ITEMS

5. Consider and take appropriate action regarding Georgetown Phases 2A and 2B Facilities Agreement

6. Consider and take appropriate action regarding a Texas Local Government Code Chapter 380 Agreement with Cedar Crest Development Company, LLC, a Texas limited liability company, for acquisition of land; and authorizing the Mayor or his designee to sign the agreement and any necessary documents.

7. Consider and take appropriate action on the Highland Meadow Development Incentive Agreement between Williamsburg Construction Services, Inc., a Texas corporation, and the City of Kaufman, for the development of the approximate 106 acre tract of land located in the extraterritorial jurisdiction of the City; and authorizing the Mayor or designee to execute necessary documents.

8. Consider and take appropriate action on Ordinance O-16-22, an ordinance of the City Council of the City of Kaufman, Texas, providing for the sale and issuance of the City of Kaufman, Texas Combination Tax and Revenue Certificates of Obligation, Series 2022; and ordaining other matters relating to the subject.

9. Consider and take appropriate action on Ordinance O-17-22, an ordinance of the City Council of the City of Kaufman, Texas, providing for the sale and issuance of the City of Kaufman, Texas General Obligation Refunding Bonds, Series 2022; and ordaining other matters relating to the subject.

10. Consider and take appropriate action on Resolution R-21-22, a resolution of the City Council of the City of Kaufman, Texas, accepting the preliminary service and assessment plan for authorized improvements within the Kaufman Public Improvement District No. 2 (Prairie Creek); setting a date for a public hearing on the proposed levy of assessments; authorizing notice; and enacting other provisions relating thereto.

11. Consider and take appropriate action on Resolution R-22-22, a resolution of the City Council of the City of Kaufman, Texas, designating certain officials as being responsible for and acting for, and on behalf of, the City of Kaufman in connection with the Texas Parks & Wildlife Department for the purpose of participating in the Local Park Grant Program; certifying that the City of Kaufman is eligible to receive program assistance; certifying that the City of Kaufman matching share is readily available; and dedicating the proposed site for permanent public park and recreational uses.

12. Consider and take appropriate action on a Jurisdictional Memorandum of Understanding between the City of Kaufman Police Department and the Kaufman Independent School District Police Department.

13. Consider and take appropriate action on the minutes from the May 23, 2022, Regular City Council and Joint TIRZ #2 meeting.

ANNOUNCEMENTS AND REPORTS FROM CITY MANAGER

14. Receive an update and discussion regarding the following:

    a. Future Water Planning Update

    b. Careflite Update

    c. 2022 TML Conference- San Antonio- October 5-7, 2022

    d. Discussion Items Report (DIR)

    e. STAR Transit Ridership Report- May 2022

    f. Careflite Compliance Report- May 2022

    g. Fire Department Monthly Report- May 2022

    h. Police Department Monthly Report- May 2022

    i. Development Services Monthly Report- May 2022

j. Monthly Calendars Attached

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, JUNE 24, 2022, AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING.

JESSIE HANKS
CITY SECRETARY

CITY OF KAUFMAN, TEXAS

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: 870 3436 0003 PASSWORD: 270462**

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.

City of Kaufman

Meeting Date: 06-27-2022	Date: 06-24-22	Item #: 1	Dept. Development Services

☐ **Consent** ☒ **Action** ☐ **Discussion**

SUBJECT:

Conduct a public hearing and consider and take appropriate action on Ordinance O-15-22, an ordinance of the City Council of the City of Kaufman, Texas, on a request by Eric Bowman of Cope Equities to rezone approximately 99.250 acres (Property ID 54862 & 54860) from Planned Development (PD-3) for Retail, Office, and Multi-Family Residential uses to **Planned Development (PD-22)** for Commercial uses on approximately 17.06 acres (Sub-District "A"), High-Density Multi-Family Residential uses on approximately 18.01 acres (Sub-District "B"), Low-Density Multi-Family Residential (Build-to-Rent) uses on approximately 10.16 acres (Sub-District "C"), Townhouse Residential uses on approximately 12.57 acres (Sub-District "D"), and Single-Family Residential uses on approximately 40.40 acres (Sub-District "E"). The proposed development is known as **Five Points** and is generally located on the northwest side of S. Washington St. at Five Points Dr. in the Dinision Falcon Survey, Abstract No. 151, City of Kaufman, Kaufman County, TX. (Case No. Z-04-22)

BACKGROUND:

See the attached June 7, 2022 Planning and Zoning Commission Report. The revised plans are attached to the Ordinance.

Author: **Andrew Bogda, Planning Manager**	**Reviewed:** **Mike Slye, City Manager**

Cost: N/A	**Funds Available:** N/A	**Source:** N/A

Recommendation: The Planning and Zoning Commission on June 7, 2022, recommended approval of Z-04-22, by a vote of 5-0, to rezone approximately 99.250 acres (Property ID 54862 & 54860) from Planned Development (PD-3) for Retail, Office, and Multi-Family to Planned Development (PD-22) for Commercial uses on approximately 17.06 acres (Sub-District "A"), High-Density Multi-Family Residential uses on approximately 18.01 acres (Sub-District "B"), Low-Density Multi-Family Residential (Build-to-Rent) uses on approximately 10.16 acres (Sub-District "C"), Townhouse Residential uses on approximately 12.57 acres (Sub-District "D"), and Single-Family Residential uses on approximately 40.40 acres (Sub-District "E") with the following conditions, as recommended by staff:

1. The uses in the commercial sub-district "Alcohol beverage sales in conjunction with a restaurant" and "Car washes" should be revised to be subject to SUP approval.
2. Remove the dog park and other park amenities from the right-of-way for the western perimeter thoroughfare.
3. Identify all locations where gated vehicular access is allowed; these locations should be limited to the multi-family and build-to-rent sub-districts.
4. Show and label a screening wall or wood fence with masonry columns along the single-family residential lots that back or side to the western perimeter thoroughfare, as well as along the western and eastern frontages of the build-to-rent sub-district where units back up to or side to public streets.

5. Show and label a steel fence with masonry columns along the frontage of all detention ponds/open space lots adjacent to a public street or right-of-way, around all clubhouse areas, and anywhere else where perimeter fencing is sought.
6. Provide definitions, specifications (materials, max. dimensions, etc.), and conceptual design images for the tower monument, blade monument, and column monument signs.
7. Clarify whether duplexes are permitted or not permitted.
8. Provide minimum standards to require front porches with a minimum area of 50 sq. ft. (not including the entryway) in the single-family residential sub-district and the low-density multi-family residential (build-to-rent) sub-district.
9. Provide standards requiring enhancements to all front-facing garage doors (i.e. paneled residential garage doors with windows, carriage-style doors, or wood-stained doors).
10. Ensure that some of the items listed in the single-family amenity areas are required (i.e. playground, tables and bench seating, and shade structures) and that other amenities are subject to design at the site planning stage.
11. Revise the phasing plan to remove the phasing coloring from the primary roadways (60'+ ROW); phasing of roadway improvements will be subject to the conditions of the developer's agreement, the actual timing of development phasing, and the need for two spatially-distant points of access as specified in the Fire Code.
12. Provide standards to require foundation landscaping around buildings in the commercial, multi-family, and townhome sub-districts; and along the front façade of each single-family home and build-to-rent dwelling.
13. Provide standards to require at least one tree (at least 3" in caliper at the time of planting) in the front yard of each single-family residential lot.
14. Provide standards to require all landscaping in the commercial sub-district to adhere to the requirements for the "C" Commercial sub-district as stated in the Zoning Ordinance.

The applicant has made revisions to the plans which address the recommended conditions of approval. The revised plans are attached to Ordinance No. O-15-22. Staff recommends approval as presented.

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

<u>Planning and Zoning Commission Report</u>

<u>Meeting Date:</u> June 7, 2022

<u>SUBJECT:</u> Continue the public hearing and make a recommendation to City Council on a request by Eric Bowman of Cope Equities on approximately 101.016 acres (Property ID 54862 & 54860) to rezone property from Planned Development (PD-3) for Retail, Office, and Multi-Family Residential to **Planned Development (PD-22)** for Commercial/Retail/Flex Office uses on 15.35 acres (Sub-District "A"), Multi-Family Residential uses on 15.5 acres (Sub-District "B"), Single-Family Build-to-Rent uses on 9.20 acres (Sub-District "C"), Townhouse Residential uses on 10.54 acres (Sub-District "D"), and Single-Family Residential uses on 35.88 acres (Sub-District "E"). The proposed development is known as Five Points and is generally located northwest of S. Washington St. at Five Points Dr. in the D. Falcon Survey, Abstract No. 151, City of Kaufman, Kaufman County, TX. (Case No. Z-04-22)

<u>BACKGROUND/SUMMARY:</u>

This item was previously tabled from the April 5, 2022 Planning & Zoning Commission meeting to the May 3, 2022 meeting and then again to the June 7, 2022 meeting. During this time, the applicant brought on an additional consultant and actively worked with staff to make revisions to the plans that addressed staff comments and concerns.

The property is currently zoned PD-3 for Retail, Office, and Multi-Family Residential uses. In order to allow the applicant more flexibility in creating a mixed-use development to allow a greater variety of land uses as well as a re-orientation of the locations and sizes of the different components, the applicant is requesting a new Planned Development, PD-22, to allow for a mix of commercial/retail/office, high-density multi-family residential, low-density multi-family residential (single-family build-to-rent), townhouse residential, and single-family residential uses as shown in the plans.

The plans include the extensions of Five Points Drive and Vista Lane through the development, as well as a realignment of Lakeside Drive through the development out to S. Washington Street, off-site improvements to S. Washington Street, and the construction of a portion of a street along the west perimeter of the development.

Commercial Sub-District:

The commercial sub-district comprises 15.35 net acres located along the west side of S. Washington Street and the east side of Five Points Drive on either side of Lakeside Drive. The commercial sub-district allows for mostly retail, dining, personal service, office, medical, educational, and civic uses. Some uses require Specific Use Permit approval to ensure compatibility with the surrounding area and mitigate any potential impacts. The sub-district generally follows the C Commercial zoning district regulations with respect to lot dimensions, setbacks, lot coverage, and building height. The minimum amount of parking for a particular use shall be the lesser of 1 space per 200 sq. ft. or the parking space requirement set forth in the Zoning Ordinance. In addition, up to 10% of the parking spaces may be compact spaces. Shared parking arrangements are also allowed, subject to City review and approval.

High-Density Multi-Family Residential Sub-District:
The high-density multi-family residential portion of the development will be divided into two sections. The western section is 6.81 net acres and will be located on the north side of Vista Lane and the east side of the western perimeter road in the southwestern corner of the development. The eastern section is 8.39 net acres and will be located on the west side of S. Washington Street and the east side of Five Points Drive. The multi-family sub-district will allow for a maximum density of 24 dwelling units per acre and a maximum building height of three stories. The plans conceptually show 156 units (spread across four buildings) in the western section and 199 units (spread across five buildings) in the eastern section, for a total of 355 units. Each section will also include a clubhouse with pool, outdoor kitchen, and lounge & table seating. The minimum dwelling sizes are 550 sq. ft. for efficiency units, 600 sq. ft. for one-bedroom units, 800 sq. ft. for two-bedroom units, and 1,000 sq. ft. for three-bedroom units. The minimum amount of parking will be 1.75 spaces per dwelling unit. At least 15% of the spaces will be covered parking or enclosed in attached or detached garages. In addition, up to 10% of the parking spaces may be compact spaces.

Low-Density Multi-Family Residential Sub-District (Single-Family Build-to-Rent):
The low-density multi-family residential sub-district comprises 9.22 net acres located immediately north of the western section of high-density multi-family, with access off Five Points Drive and the western perimeter road. This sub-district is intended to accommodate a single-family build-to-rent product, wherein each unit is a detached dwelling that is leased for residential use, with all of the dwellings located on a single lot. The sub-district will allow a maximum density of 12 dwelling units per acre. The plans conceptually show 93 dwelling units, as well as a clubhouse with pool, outdoor kitchen, and lounge & table seating. The minimum dwelling sizes are 550 sq. ft. for efficiency units, 750 sq. ft. for one-bedroom units, 900 sq. ft. for two-bedroom units, and 1,100 sq. ft. for three-bedroom units. The maximum building height is 30 feet. The minimum amount of parking will be 1.75 spaces per dwelling unit. At least 50% of the units will include an attached garage or covered parking area that accommodates at least one car. In addition, up to 10% of the parking spaces may be compact spaces.

Townhouse Residential Sub-District:
The townhouse residential sub-district comprises 10.91 net acres located on the north side of Five Points Drive and the south side of Lakeside Drive. This sub-district will allow for a maximum of 12 dwelling units per acre. The plans conceptually show 93 dwelling units, spread across 14 buildings, as well as a clubhouse with pool, outdoor kitchen, and lounge & table seating. Adjacent to the clubhouse area, a small park will be provided, which will include a playground, open play lawn, bench & table seating, grilling stations, and shade structure. The townhome area has been designed to have the units along Five Points Drive and Lakeside Drive front on the streets, with the garages located in the rear of the units, to be served by internal streets. The interior units will face the park and clubhouse area. In addition, the townhomes backing up to the single-family residential area will share an alley with the adjacent row of single-family homes. The orientation of the units will help to blend the different uses in the development and provide for a more open feel throughout. The minimum dwelling size of the townhomes will be 1,100 sq. ft. and the townhomes will have a maximum height of 45 feet, except for units backing up to the single-family homes which shall have a maximum height of 30 feet. Each townhome unit will be on an

individual lot with front and rear yards. The townhomes will be at least 22' wide and the typical depth is 100'. The buildings conceptually range in size from 4 to 8 units. The townhouse district will provide for a minimum of two spaces per unit, with at least 1 space enclosed within the unit; other spaces will be accommodated in the form of additional enclosed spaces within the unit or tandem spaces in the driveways. Parallel and head-in parking spaces will also be provided to accommodate guests.

Single-Family Residential Sub-District:
The single-family residential sub-district comprises 34.53 net acres located in the northwest part of the development, with access from Five Points Drive and the western perimeter road. The single-family residential sub-district will also connect directly to the townhouse residential sub-district. The sub-district will provide for a mix of 50'-wide and 60'-wide lots, with eighty-nine 50'-wide lots and forty-five 60'-wide lots conceptually shown on the plans, for a total of 134 single-family lots. At least 25% of the lots will be required to be at least 60' in width. The lots will generally follow the standards for the SF-6 zoning district, with some reductions to some of the setbacks and an increase to the maximum lot coverage. In addition, the minimum home sizes will larger, with a minimum dwelling area of 1,500 sq. ft. for the homes on the 50'-wide lots and a minimum dwelling area of 1,800 sq. ft. for the homes on the 60'-wide lots. The garages on the homes will generally be front-loaded, except that the row of homes that back up to the townhomes will be served by an alley to be shared with the adjacent townhomes. The single-family residential sub-district will also include two amenity areas at the main entrance to the development off Five Points Drive that will be centrally-located to the entire development; possible amenities include playgrounds, sports courts, outdoor games, table and bench seating, shade structures, open lawn, and a pool area. Three mini parks with table and bench seating will also be interspersed in the interior of the single-family residential sub-district.

Landscaping and Amenities:
Exhibits have been provided showing the planned distribution of landscaping, screening, amenities, and trails throughout the development, as well as inspiration images of the planned amenities and reference images of the screening devices. Potential programming of the amenity areas is also provided.

The largest amenity areas are located near the entrance to the single-family residential sub-district off of Five Points Drive and are centrally located to the entire development. Mini parks are also interspersed throughout the single-family sub-district and smaller parks are located in the townhome area and around the cemetery. The multi-family, townhome, and build-to-rent sub-districts will also each have their own clubhouse and pool.

A 10'-wide landscape easement will be provided along S. Washington Street. In addition, landscaping will be provided around the perimeter of the commercial areas and throughout the multi-family, townhome, and build-to-rent sub-districts, as shown on the plans.

Screening:
A screening wall will be located along the rear of lots that back up to the right-of-way along the north perimeter of the property. In lieu of a screening wall behind the commercial development, an earthen berm with landscaping will be provided. This is to help foster a more open mixed-use development and allow greater interaction between the land uses and avoid a development where different land uses are walled off from one another, while still ensuring the proper screening of service areas. Elsewhere, where lots back up to a right-of-way, a board-on-board wood fence

(with cap rail) and masonry columns shall be provided. In addition, where screening is desired between land uses, open-style fencing (i.e. wrought iron or decorative steel) with masonry columns shall be used. All dumpsters will be screened by a 6'-tall masonry screening wall (with finishes consistent with the primary building(s)) with painted steel-framed gates.

Trails:
In adherence to the Kaufman Trail Concept Master Plan, perimeter trails will be provided along the west boundary of the development (adjacent to and/or within the Oncor easement) and along the portion of Lakeside Drive located within the development. An 8'-wide trail will also be constructed along the north side of Five Points Drive, which will provide for a trail connection through the development to connect the different sub-districts and also provide convenient access to the park amenity areas in the center of the development. Additional trail connections will connect the perimeter trails and provide cross-access between sub-districts and to amenities.

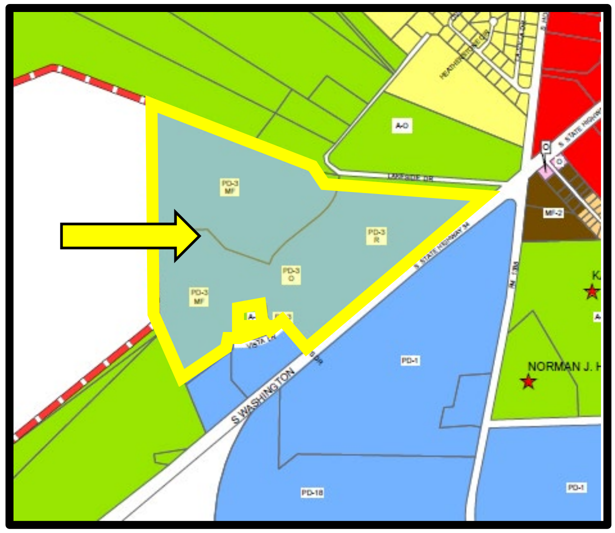
Signage:
An overall monument sign exhibit has been provided, showing the freestanding signage planned for the development. A tower monument multi-tenant sign is planned for the commercial area along Washington Street. In addition, blade monument signs are proposed for the main entrances to the development at Washington Street & Lakeside Drive and at Washington Street & Five Points Drive. Column monument signs will be located at entrances to each of the sub-districts off of Five Points Drive, Vista Lane, Lakeside Drive, and the west perimeter road. Signage shall be in accordance with City sign regulations, except that no pole or pylon signs shall be permitted.

Elevations:
Inspiration imagery for the design of the architecture of the different sub-districts has been provided, as well as some conceptual floor plans for the single-family homes and the build-to-rent homes. The architecture for the residential product generally depicts a modern farmhouse style with mostly board-and-batten siding, wood and metal accents, black-and-white color schemes, and small areas of masonry along the base of the structures. Covered front porches are shown on many of the homes and decorative windows are provided on the garage doors. The elevations for the commercial sub-district show more use of masonry materials and stucco, large storefront windows with awnings, and tower elements with upper-story decorative windows.

Phasing:
A phasing plan has been provided, showing the intended phasing of the development. Phase 1 will include the eastern multi-family residential area, as well as the construction of Five Points Drive and Lakeside Drive within the development, and the off-site improvements to Washington Street. Phase 2 will include the townhouse residential sub-district. Phase 3 will include the single-family residential sub-district and the construction of the western perimeter road up to the western access point. Phase 4 will include the low-density multi-family residential (build-to-rent) sub-district. Phase 5 will include the western multi-family residential area. Phase 6 will include the commercial sub-district, but the plans note that this phase could start developing sooner subject to market conditions.

SURROUNDING ZONING AND EXISTING LAND USES:

	Zoning	Existing Land Use
North:	A-O	Lakeside Dr. (CR 160); vacant land and single-family residential
West:	ETJ & A-O	Vacant land
South:	PD	Multi-family residential
East:	PD	S. Washington St.; Kaufman County Fairgrounds, former Justice Center, and vacant land (across the street)



COMPREHENSIVE PLAN:

Land Use Plan:

The Future Land Use Plan designates the land use of the subject property as a mixture of high-density multi-family and commercial uses. The requested Planned Development zoning for a mixed-use development with high-density multi-family residential, low-density multi-family residential, townhouse residential, single-family residential, and commercial uses is compatible with the Future Land Use Plan.

Thoroughfare Plan:

S. Washington Street is designated as a “Type A” major arterial (4 – 6 lanes), with an ultimate right-of-way of 120’; this 120’ right-of-way is already existing. The western perimeter thoroughfare and Lakeside Drive are designated as “Type C” collectors (2 – 3 lanes), with an ultimate right-of-way of 80’ – 100’.

For the western perimeter road, the developer is dedicating a right-of-way of 60’, which will accommodate a 39’-wide road to allow two travel lanes and one center turn lane. For Lakeside Drive, the developer is dedicating a right-of-way of 80’ for the portion located entirely within their development, which will accommodate a 44’-wide road to allow two travel lanes and one median or four travel lanes. As Lakeside Drive turns to the west, the developer will dedicate 40’ of right-of-way along the north boundary of their development; the additional 40’ will need to be dedicated by the property to the north when it develops.

Five Points Drive and Vista Lane are not included on the Thoroughfare Plan, but both streets will have 60’ of right-of-way with a 39’ road to accommodate two travel lanes and one center turn lane. Internal residential streets in the single-family and townhouse residential sub-districts will be standard residential street sections with 50’ of right-of-way and a 31’-wide street. Parallel and head-in parking will also be provided along some streets in the townhouse residential sub-district and the alley between the single-family and townhouse residential sub-districts will be a 14’ paved section within a 20’ easement.

PROPERTY OWNER RESPONSES:

The City of Kaufman mailed out notification letters to 8 property owners within 300' of the subject property. The results are as follows:

- Property owners returned letters in opposition to the request = 0
- Property owners returned the letter in agreement to the request = 0
- Property owners who have not responded = 8

If 20% of the area within 300 feet of the request objects to the application, then a favorable vote of ¾ 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.

RECOMMENDATION:

Staff recommends approval of Z-04-22, a zoning request for Planned Development (PD-22) of the property known as Five Points, 101.016 acres generally located northwest of S. Washington St. at Five Points Dr. in the D. Falcon Survey, Abstract No. 151, City of Kaufman, Kaufman County, TX, with the following conditions:

1. The uses permitted in the commercial sub-district "Alcohol beverage sales in conjunction with a restaurant" and "Car washes" should be revised to be subject to SUP approval.
2. Remove the dog park and other park amenities from the right-of-way for the western perimeter thoroughfare.
3. Identify all locations where gated vehicular access is allowed; these locations should be limited to the multi-family and build-to-rent sub-districts.
4. Show and label a screening wall or wood fence with masonry columns along the single-family residential lots that back or side to the western perimeter thoroughfare, as well as along the western and eastern frontages of the build-to-rent sub-district where units back up to or side to public streets.
5. Show and label a steel fence with masonry columns along the frontage of all detention ponds/open space lots adjacent ot a public street or right-of-way, around all clubhouse areas, and anywhere else where perimeter fencing is sought.
6. Provide definitions, specifications (materials, max. dimensions, etc.), and conceptual design images for the tower monument, blade monument, and column monument signs.
7. Provide a sidewalk along the north side of Lakeside Drive within the limits of the property.
8. Clarify whether duplexes are permitted or not permitted.
9. Provide minimum standards to require front porches with a minimum area of 60 sq. ft. (not including the entryway) on at least 25% of dwellings in the single-family residential sub-district and the low-density multi-family residential (build-to-rent) sub-district.
10. Provide minimum standards to require elevated front stoops (at least 30 inches above finished grade) on a certain percentage of the townhomes.
11. Provide standards requiring enhancements to all front-facing garage doors (i.e. paneled residential garage doors with windows, carriage-style doors, or wood-stained doors).
12. Ensure that some of the items listed in the single-family amenity areas are required (i.e. playground, tables and bench seating, and shade structures) and that other amenities are subject to design at the site planning stage.
13. Revise the phasing plan to require the extension of Vista Lane with Phase 3 (the single-family residential sub-district).
14. Provide standards to require foundation landscaping around buildings in the commercial, multi-family, and townhome sub-districts; and along the front façade of each single-family home and build-to-rent dwelling.

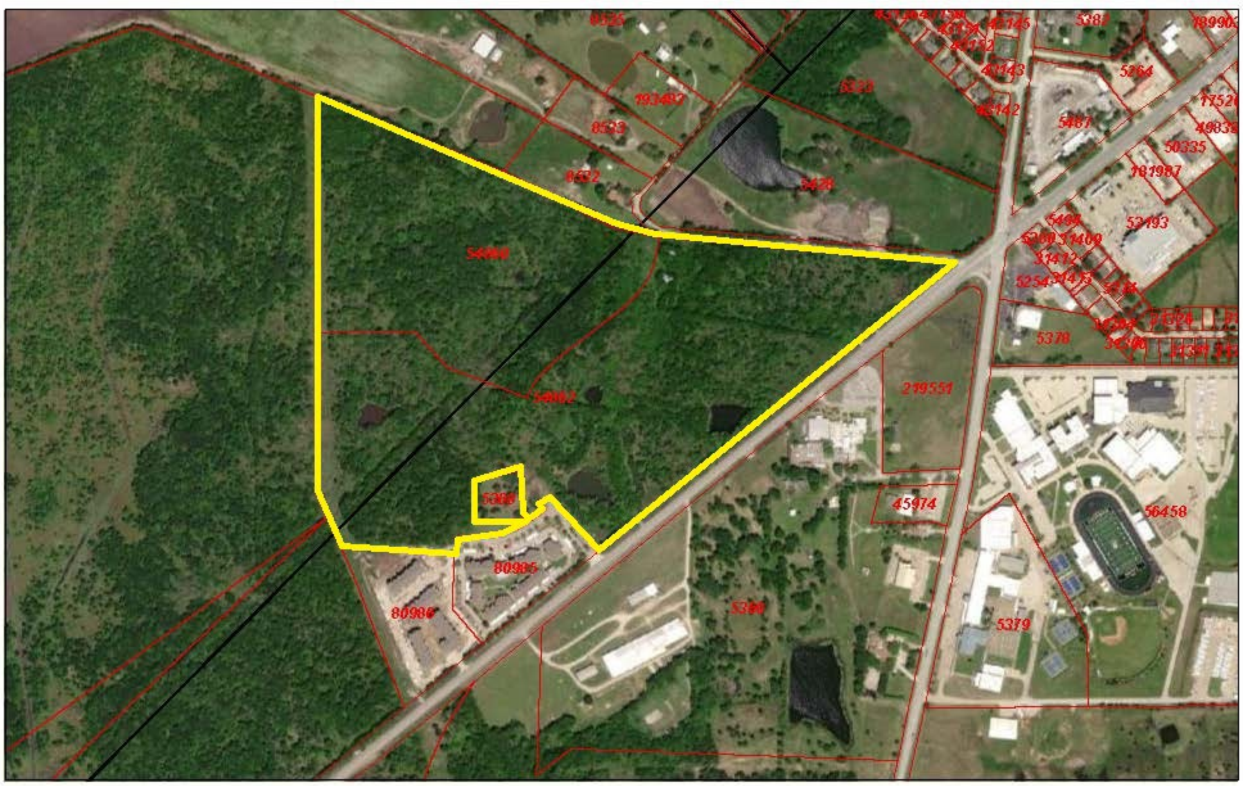
15. Provide standards to require at least one tree (at least 3" in caliper at the time of planting) in the front yard of each single-family residential lot.
16. Provide standards to require all landscaping in the commercial sub-district to adhere to the requirements for the "C" Commercial sub-district as stated in the Zoning Ordinance.

ATTACHMENTS:
1. Location Map
2. Exhibit A – Legal Description
3. Exhibit B – Development Standards
4. Exhibit C – Conceptual Plans
5. Exhibit D – Landscaping, Screening, Trail and Amenity Plans
6. Exhibit E – Inspirational Elevations

Andrew Bogda, AICP, Planning Manager
972-932-2216 ext. 117 abogda@kaufmantx.org

Location Map

Five Points



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Abstracts

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Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Kaufman County Appraisal District, BIS Consulting - www.bisconsulting.com

Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of boundaries.

ORDINANCE O-15-22

AN ORDINANCE OF THE CITY OF KAUFMAN, TEXAS, AMENDING ORDINANCE NO. O-02-07, AND CHAPTER 118 "ZONING" OF THE CODE OF ORDINANCES OF THE CITY OF KAUFMAN, COLLECTIVELY "THE COMPREHENSIVE ZONING ORDINANCE AND THE OFFICIAL ZONING MAP" OF THE CITY IN ORDER TO CHANGE THE ZONING CLASSIFICATION ON AN APPROXIMATE 99.520 ACRE TRACT OF LAND (PROPERTY ID 54862 & 54860) FROM PLANNED DEVELOPMENT-3 ("PD-3") FOR RETAIL, OFFICE, AND MULTI-FAMILY RESIDENTIAL USES TO PLANNED DEVELOPMENT-22 ("PD-22") FOR COMMERCIAL USES ON APPROXIMATELY 17.06 ACRES (SUB-DISTRICT "A"), HIGH-DENSITY MULTI-FAMILY RESIDENTIAL USES ON APPROXIMATELY 18.01 ACRES (SUB-DISTRICT "B"), LOW-DENSITY MULTI-FAMILY RESIDENTIAL (BUILD-TO-RENT) USES ON APPROXIMATELY 10.16 ACRES (SUB-DISTRICT "C"), TOWNHOUSE RESIDENTIAL USES ON APPROXIMATELY 12.57 ACRES (SUB-DISTRICT "D"), AND SINGLE-FAMILY RESIDENTIAL USES ON APPROXIMATELY 40.40 ACRES (SUB-DISTRICT "E") ON PROPERTY GENERALLY LOCATED ON THE NORTHWEST SIDE OF SOUTH WASHINGTON STREET AT FIVE POINTS DRIVE, ON A TRACT OF LAND OUT OF THE DIONISION FALCON SURVEY, ABSTRACT 151, IN THE CITY OF KAUFMAN, KAUFMAN COUNTY, TEXAS; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING AMENDMENTS AND ZONING MAP AMENDMENTS; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED TWO THOUSAND DOLLARS ($2,000.00) FOR EACH OFFENSE, AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED UPON EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES; AND PROVIDING PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, at its regular meeting held on the 7th day of June, 2022, the Planning and Zoning Commission did hold a public hearing and consider and make a recommendation for approval (with conditions) of a request to rezone an approximate 99.250-acre tract of land (Property ID 54862 & 54860) from Planned Development-3 ("PD-3") for retail, office, and multi-family residential uses to Planned Development-22 ("PD-22") for commercial uses on approximately 17.06 acres (sub-district "A"), high-density multi-family residential uses on approximately 18.01 acres (sub-district "B"), low-density multi-family residential (build-to-rent) uses on approximately 10.16 acres (sub-district "C"), townhouse residential uses on approximately 12.57 acres (sub-district "D"), and single-family residential uses on approximately 40.40 acres (sub-district "E"). The property is generally located on the northwest side of South Washington Street at Five Points Drive on a tract of land out of the Dionision Falcon Survey, Abstract 151 in the City of Kaufman, Kaufman County, Texas, and more specifically described and depicted on

Exhibit "A", a copy of which is attached hereto and incorporated herein as (the "Property"); and

WHEREAS, Planned Development-22 includes specific Standards, as depicted on **Exhibit "B"**; the Concept Plan as depicted on **Exhibit "C"**; the Landscaping and Amenity Plans as depicted on **Exhibit "D"**; and the Concept Elevations as depicted on **"Exhibit E"**; each of which are attached hereto and incorporated herein, and reviewed as part of Case No. Z-04-22 by the Planning and Zoning Commission; and

WHEREAS, at its regular meeting held on the 27th day of June, 2022, the City Council held a public hearing for the proposed request to rezone the Property from Planned Development-3 ("PD-3") to Planned Development-22 ("PD-22"); and

WHEREAS, after determining that all legal requirements of notice and hearings were met, considering the recommendations of the Planning and Zoning Commission, providing the public an opportunity to provide input, considering public input, and considering the compatibility of the proposed Planned Development 22 ("PD-22") zoning with surrounding properties and the goals and objectives of the Comprehensive Zoning Ordinance and Zoning Map of the City, and the Future Land Use Plan, the City Council 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 and Future Land Use Plan of the City, and would allow orderly development of the Property which would serve the best interest of the health safety, and general welfare of the public; and

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", is hereby amended to reflect the change in zoning for an approximate 99.250-acre tract of land (Property ID 54862 & 54860), such tract being a part of the Dionision Falcon Survey, Abstract 151 in the City of Kaufman, Kaufman County, Texas, more specifically described in **Exhibit "A"**, a copy of which is attached hereto and incorporated herein, from Planned Development ("PD-3") for retail, office, and multi-family residential uses to Planned Development-22 ("PD-22") for commercial uses on approximately 17.06 acres (sub-district "A"), high-density multi-family residential uses on approximately 18.01 acres (sub-district "B"), low-density multi-family residential (build-to-rent) uses on approximately 10.16 acres (sub-district "C"), townhouse residential uses on approximately 12.57 acres (sub-district "D"), and single-family residential uses on approximately 40.40 acres (sub-district "E"), with specific development Standards as depicted on **Exhibit "B"**, and in accordance with the

Concept Plan as depicted on **Exhibit "C"**, the Landscaping and Amenity Plans as depicted on **Exhibit "D"**, and the Concept Elevations as depicted on **"Exhibit E"**.

SECTION 3. ZONING MAP AMENDMENT. In addition, the official Zoning Map of the City of Kaufman, Texas shall be annotated to show the change in zoning status of the Property from Planned Development-3 ("PD-3") to Planned Development-22 ("PD-22"), thereon.

SECTION 4. CUMULATIVE REPEALER. This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim, or lawsuit, which has been initiated or has arisen under or pursuant to such 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 5. 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 6. 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 7. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its passage and publication as required by law and Charter.

PASSED AND ADOPTED this 27th day of June, 2022.

JEFF JORDAN
MAYOR

ATTEST:

JESSIE HANKS
CITY SECRETARY

APPROVED AS TO FORM:

PATRICIA A. ADAMS
CITY ATTORNEY

Z-04-22

Exhibit “A”

Legal Description of Planned Development District No. 22

Being a 99.520 acre (4,335,086 square feet) tract of land situated in the Dionision Falcon Survey, Abstract No. 151 and the Thomas Jefferson Survey, Abstract No. 255, City of Kaufman, Kaufman County, Texas, and being a portion of a called 103.92 acre tract of land, described as Tract 6, conveyed to American Liberty Oil Company, LP as recorded in Instrument No. 2016-0021566 of the Official Public Records of Kaufman County, Texas, said 99.052 acre (4,335,086 square feet) tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod with cap (illegible) found for the southwest corner of Lot 2AR, Block A of Five Points Addition, an addition to the City of Kaufman, Kaufman County, Texas as recorded in Cabinet 3, Sleeve 448 of the Plat Records of Kaufman County, Texas, said 1/2 inch iron rod with cap (illegible) being the southeast corner of a called 3,447.76 acre tract of land conveyed to SBR Land, LLC as recorded in Instrument No. 2018-0024156 of said Official Public Records of Kaufman County, Texas, said 1/2 inch iron rod with cap (illegible) also being in the northwest line of SH 34 (a 120.0' right-of-way); THENCE North 23 degrees 52 minutes 53 seconds West, with the southwest line of said Lot 2AR and with the northeast line of said called 3,447.76 acre tract of land, a distance of 497.60 feet to a 1/2 inch iron rod with cap (illegible) found for corner; THENCE North 23 degrees 50 minutes 45 seconds West, with the southwest line of said Lot 2AR and with the northeast line of said called 3,447.76 acre tract of land, a distance of 152.35 feet to a 1/2 inch iron rod with cap stamped “McCULLAH SURVEYING” found for corner; THENCE North 26 degrees 16 minutes 10 seconds West, with the southwest line of said Lot 2AR and with the northeast line of said called 3,447.76 acre tract of land, a distance of 232.42 feet to a 1/2 inch iron rod with cap (illegible) found for the **POINT OF BEGINNING**, said 1/2 inch iron rod with cap (illegible) being the northwest corner of said Lot 2AR, said 1/2 inch iron rod with cap (illegible) also being in the southwest line of said Tract 6;

THENCE North 26 degrees 16 minutes 05 seconds West, with a southwest line of said Tract 6 and with the northeast line of said called 3,447.76 acre tract of land, a distance of 263.72 feet to a 5/8 inch iron rod with cap stamped “Gorrondona & Associates, Inc. Fort Worth, Texas” set for corner;

THENCE North 01 degrees 04 minutes 43 seconds West, with the west line of said Tract 6 and with the east line of said called 3,447.76 acre tract of land, a distance of 521.84 feet to a 5/8 inch iron rod with cap stamped “Gorrondona & Associates, Inc. Fort Worth, Texas” set for corner;

THENCE North 03 degrees 20 minutes 26 seconds West, with the west line of said Tract 6 and with the east line of said called 3,447.76 acre tract of land, a distance of 598.81 feet to a 5/8 inch iron rod with cap stamped “Gorrondona & Associates, Inc. Fort Worth, Texas” set for corner;

THENCE North 03 degrees 21 minutes 44 seconds West, with the west line of said Tract 6 and with the east line of said called 3,447.76 acre tract of land, a distance of 986.30 feet to a 5/8 inch iron rod with cap stamped “Gorrondona & Associates, Inc. Fort Worth, Texas” set for the northwest corner of said Tract 6 and a northeast corner of said called 3,447.76 acre tract of land, said 5/8 inch iron rod with cap stamped “Gorrondona & Associates, Inc. Fort Worth, Texas” being in the southwest line of a called 70.551 acre tract of land, described as Tract No. I, conveyed to Tamara Stahlman as recorded in Instrument No. 2011-0012997 of said Official Public Records of Kaufman County, Texas;

THENCE South 69 degrees 56 minutes 08 seconds East, with the northeast line of said Tract 6 and with the southwest line of said called 70.551 acre tract of land, a distance of 865.43 feet to a 5/8 inch iron rod with cap stamped "Gorrondona & Associates, Inc. Fort Worth, Texas" set for corner;

THENCE South 64 degrees 09 minutes 02 seconds East, with the northeast line of said Tract 6 and with the southwest line of said called 70.551 acre tract of land, a distance of 856.36 feet to a 1/2 inch iron rod found for the southeast corner of said called 70.551 acre tract of land and the southwest corner of a called 23.341 acre tract of land conveyed to Montgomery Lee Stahlman and wife Tamara Stahlman as recorded in Volume 1345, Page 911 of said Official Public Records of Kaufman County, Texas, from which a 1/2 inch iron rod found for the northwest corner of said called 23.341 acre tract of land bears North 40 degrees 22 minutes 29 seconds East, a distance of 969.08 feet, said 1/2 inch iron rod being the approximate center of CR 160 (an undedicated right-of-way);

THENCE South 63 degrees 59 minutes 32 seconds East, with the northeast line of said Tract 6 and with the southwest line of said called 23.341 acre tract of land, a distance of 64.29 feet to a 1/2 inch iron rod found for corner;

THENCE South 86 degrees 01 minutes 16 seconds East, with the north line of said Tract 6, with the south line of said called 23.341 acre tract of land and with the approximate center of said County Road 160, a distance of 1,719.00 feet to a 5/8 inch iron rod found for the northeast corner of said Tract 6 and the southeast corner of said called 23.341 acre tract of land, said 5/8 inch iron rod being the intersection of the approximate center of said County Road 160 with the northwest line of said SH 34, from which a TXDOT Type I concrete monument found for corner in the easterly line of said called 23.341 acre tract of land bears North 49 degrees 44 minutes 34 seconds East, a distance of 213.39 feet, said TXDOT Type I concrete monument being the intersection of the west line of FM 1388 with the northwest line of said SH 34;

THENCE South 50 degrees 00 minutes 20 seconds West, with the southeast line of said Tract 6 and with the northwest line of said SH 34, a distance of 2,382.99 feet to a 5/8 inch iron rod with cap stamped "Gorrondona & Associates, Inc. Fort Worth, Texas" set for the intersection of the northwest line of said SH 34 with the northeast line of Five Point Drive (a variable width right-of-way), from which a 1/2 inch iron rod with cap (illegible) found for the east corner of Lot 1A, Block A of Five Points Addition, an addition to the City of Kaufman, Kaufman County, Texas as recorded in Cabinet 2, Sleeve 715 of said Plat Records of Kaufman County, Texas bears South 49 degrees 57 minute 54 seconds West, a distance of 80.00 feet;

THENCE North 40 degrees 02 minutes 09 seconds West, with the northeast line of said Five Points Drive, a distance of 190.00 feet to a 5/8 inch iron rod with cap stamped "Gorrondona & Associates, Inc. Fort Worth, Texas" set for corner;

THENCE North 54 degrees 32 minutes 40 seconds West, with the northeast line of said Five Points Drive, a distance of 39.92 feet to a 5/8 inch iron rod with cap stamped “Gorrondona & Associates, Inc. Fort Worth, Texas” set for corner;

THENCE North 40 degrees 02 minutes 09 seconds West, with the northeast line of said Five Points Drive, a distance of 115.38 feet to a 5/8 inch iron rod with cap stamped “Gorrondona & Associates, Inc. Fort Worth, Texas” set for the north corner of said Five Points Drive;

THENCE South 49 degrees 57 minutes 51 seconds West, with the northwest line of said Five Points Drive, passing at a distance of 60.00 feet, a calculated point for the west corner of said Five Points Drive and the north corner of said Lot 1A, in all, a distance of 135.94 feet to a 1/2 inch iron rod found for the beginning of a curve to the right having a radius of 463.00 feet, a delta of 40 degrees 40 minutes 25 seconds, and whose chord bears South 70 degrees 18 minutes 04 seconds West, a chord distance of 321.82 feet;

THENCE Southwesterly, with said curve to the right and with the northwest line of said Lot 1A, an arc distance of 328.68 feet to a 1/2 inch iron rod found for corner;

THENCE North 89 degrees 21 minutes 44 seconds West, with the north line of said Lot 1A, a distance of 85.73 feet to a 1/2 inch iron rod found for the most northerly northwest corner of said Lot 1A;

THENCE South 00 degrees 38 minutes 16 seconds West, with a west line of said Lot 1A, a distance of 59.80 feet to a calculated point for the most northerly northeast corner of said Lot 2AR, from which a 1/2 inch iron rod with cap stamped “USA INC” found for reference bears South 28 degrees 33 minutes 51 seconds East, a distance of 0.72 feet;

THENCE North 89 degrees 22 minutes 01 seconds West, with the north line of said Lot 2AR, a distance of 588.92 feet to the **POINT OF BEGINNING**, and containing 4,400,249 square feet or 101.016 acres of land, more or less.

SAVE AND EXCEPT a 1.405 acre (61,217 square feet) tract of land (called 1.41 acre tract of land for cemetery) described in Volume 1692, Page 248 of the Official Public Records of Kaufman County, Texas, and being the same called 1.55 acre tract of land described in Volume 1636, Page 20 of said Official Public Records of Kaufman County, Texas, said 1.405 acre (61,217 square feet) tract of land being more particularly described by metes and bound as follows:

COMMENCING at a 1/2 inch iron rod found for the most northerly northwest corner of Lot 1A, Block A of Five Points Addition, an addition to the City of Kaufman, Kaufman County, Texas as recorded in Cabinet 2, Sleeve 715 of said Plat Records of Kaufman County, Texas; **THENCE** North 38 degrees 37 minutes 12 seconds East, a distance of 105.02 feet to a 1/2 inch iron pipe found for the **POINT OF BEGINNING**, said 1/2 inch iron pipe being the southwest corner of said cemetery and the southeast corner of a tract of land conveyed to Kaufman County, Texas as recorded in Volume 666, Page 339 of said Official Public Records of Kaufman County, Texas;

THENCE North 00 degrees 29 minutes 19 seconds East, a distance of 197.56 feet to a 5/8 inch iron rod with cap stamped “Gorrondona & Associates, Inc. Fort Worth, Texas” set for corner;

THENCE North 74 degrees 04 minutes 33 seconds East, a distance of 252.87 feet to a 5/8 inch iron rod with cap stamped “Gorrondona & Associates, Inc. Fort Worth, Texas” set for corner;

THENCE South 05 degrees 10 minutes 38 seconds East, a distance of 278.09 feet to a point for corner, from which a 1/2 inch iron pipe found for reference bears South 85 degrees 03 minutes 17 seconds East, a distance of 2.07 feet;

THENCE North 87 degrees 52 minutes 21 seconds West, a distance of 270.13 feet to the **POINT OF BEGINNING**, and containing 61,217 square feet or 1.405 acres of land, more or less.

ALSO SAVE AND EXCEPT a 0.091 acre (3,946 square feet) tract of land, described as Tract 2, conveyed to Kaufman County, Texas as recorded in Volume 666, Page 339 of the Official Public Records of Kaufman County, Texas:

COMMENCING at a 1/2 inch iron rod found for the most northerly northwest corner of Lot 1A, Block A of Five Points Addition, an addition to the City of Kaufman, Kaufman County, Texas as recorded in Cabinet 2, Sleeve 715 of said Plat Records of Kaufman County, Texas; THENCE North 38 degrees 37 minutes 12 seconds East, a distance of 105.02 feet to a 1/2 inch iron pipe found for the **POINT OF BEGINNING**, said 1/2 inch iron pipe being the southwest corner of said cemetery and the southeast corner of said 0.091 acre tract of land;

THENCE North 85 degrees 30 minutes 41 seconds West, a distance of 20.00 feet to a 5/8 inch iron rod with cap stamped “Gorrondona & Associates, Inc. Fort Worth, Texas” set for corner;

THENCE North 00 degrees 34 minutes 53 seconds East, a distance of 196.79 feet to a 5/8 inch iron rod with cap stamped “Gorrondona & Associates, Inc. Fort Worth, Texas” set for corner;

THENCE North 79 degrees 29 minutes 19 seconds East, a distance of 20.00 feet to a 5/8 inch iron rod with cap stamped “Gorrondona & Associates, Inc. Fort Worth, Texas” set for corner;

THENCE South 00 degrees 29 minutes 19 seconds West, a distance of 202.00 feet to the **POINT OF BEGINNING**, and containing 3,946 square feet or 0.091 acres of land, more or less.

Total net acreage = 4,335,086 square feet or 99.520

Exhibit “A”
Metes and Bounds Description and Depiction

Five Points

6/3/2022, 10:00:24 AM

Abstracts

Parcels

1:9,028

0 0.05 0.1 0.2 mi

0 0.1 0.2 0.4 km

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Kaufman County Appraisal District, BIS Consulting - www.bisconsulting.com

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Exhibit “B”

Development Standards
Planned Development District No. 22

FIVEPOINTS

Exhibit “B”
Planned Development Standards

1.1 GENERAL PURPOSE AND DESCRIPTION:

The boundaries of Planned Development District No. 22 (“PD 22”) are described by the metes and bounds included as **Exhibit “A”** to this Ordinance, for an area of approximately 99.520 acres of land being generally developed north and adjacent to S. Washington St (HWY 34) and generally southwest and adjacent to County Road 160 (Lakeside Drive). The purpose of this planned development district is to accommodate a mix of master-planned land uses, the phasing of development within subdistricts within the District, and to allow for flexibility of owners to develop the land while ensuring high-quality standards and amenities.

1.2 DISTRICT REGULATIONS (GENERAL):

A. Development occurring within PD 22 shall be subject to all adopted City Ordinances, adopted City building codes, State laws, procedures, and applicable zoning ordinances as they presently exist as of the approval date of this Ordinance, or amended in the future, except as modified herein. If any information conflicts, this PD 22 shall govern.

B. Any Concept Plan adopted for PD 22 shall be illustrative of the planned developments and land uses described herein. However, in the event that (i) the requirements of this PD 22, (ii) any PD 22 subdistrict regulation or standard, (iii) any subsequently approved preliminary plat, (iv) any subsequently approved site plan, or (v) approved variance conflicts with the Concept Plan or depictions thereof, the conflicting provision shall govern.

1.3 ESTABLISHMENT OF SUBDISTRICTS:

A. PD 22 hereby establishes subdistricts, each subject to the standards set forth in PD 22. Each subdistrict is governed by a specified base zoning and will be developed under the applicable zoning regulations, along with the regulations and modifications established herein. In the event of conflict between City Code, this PD 22, and any subdistrict standards, the subdistrict standards shall govern.

B. Subdistrict areas are described and depicted in the approved Concept Plan for PD 22.

C. The following subdistricts are hereby established for PD 22:

1. **PD 22-A** (Commercial/Retail Subdistrict)
2. **PD 22-B** (High Density Multi-family Subdistrict)
3. **PD 22-C** (Lower Density Multi-family/Build-to-Rent Subdistrict)
4. **PD 22-D** (Townhomes Subdistrict)
5. **PD 22-E** (Single-Family Subdistrict)

D. Subdistrict regulations and standards are provided herein as follows:

1. Exhibit “B-1” *Subdistrict PD 22-A Regulations and Standards*
2. Exhibit “B-2” *Subdistrict PD 22-B Regulations and Standards*
3. Exhibit “B-3” *Subdistrict PD 22-C Regulations and Standards*
4. Exhibit “B-4” *Subdistrict PD 22-D Regulations and Standards*
5. Exhibit “B-5” *Subdistrict PD 22-E Regulations and Standards*

1.4 MINIMUM DEVELOPMENT STANDARDS APPLICABLE:

A. Along S. Washington Street, a 10-foot-wide landscaping easement shall be required between the right-of-way line and any constructed fence, wall, vertical screening element, or parking area. Landscaping shall be maintained by the applicable property owner or property owner’s association. All landscaping shall conform to City Code requirements.

B. Any additional required landscaping areas are not required unless depicted on an approved Concept Plan for the PD 22 or a subdistrict thereof.

C. In no case shall outside storage be allowed in PD 22.

D. Building height shall be determined by measuring the distance between the top of the building foundation slab (or bottom framing plate, if pier-and-beam construction) and the top plate of the tallest vertical building wall.

E. Unless specified in PD-22 subdistrict standards herein, parking requirements shall be determined for each subdistrict based on the base zoning and use, in accordance with the City’s applicable off-street parking requirements. Shared parking in non-residential subdistricts shall be permitted subject to City approval, pursuant to Chapter 35 of the City’s Zoning Ordinance.

F. Subdistricts A, B and C shall be subject to the non-residential site lighting and glare standards set forth in Section 42.2 of the City’s Zoning Ordinance.

G. No artwork or decorative mural placed on an exterior building wall shall be considered a sign, provided that such artwork or mural does not advertise or promote a product or service.

H. Minimum building façade requirements that require masonry shall include Hardie brand cementitious siding (board/batten, lap) as an acceptable masonry application. EIFS shall not be allowed except as expressly allowed in Subdistrict A.

I. Garage Doors: Any residential garage door installed in PD 22 or its subdistricts shall include one or more design enhancements, which may consist of—but is not limited to--paneled doors with windows, carriage-style doors, or wood-stained doors.

1.5 PROPERTY OWNER'S ASSOCIATIONS

A. One or more property owners' associations (each a "POA") may be established for PD 22 pursuant to the requirements of the City and State of Texas. Property owners or POAs shall be the responsible entity for the maintenance of the common areas, greenbelt easements, and general quality and character of the developments with PD 22. Each POA entity must be established before the first building permit issued for the respective subdistrict.

B. All public rights-of-way and alleys dedicated for public and municipal use shall be maintained by the City.

1.6 SIGNAGE

A. Signage shall be in accordance with City sign regulations and as outlined on Sheet D7 – Monument Sign Exhibit.

B. No pole or pylon signs shall be permitted within PD 22.

1.7 LANDSCAPING AND TREE PRESERVATION

A. All development in PD 22 shall comply with the City landscape regulations, unless noted herein or in specific subdistrict standards.

B. All development in PD 22 shall comply with the City tree preservation regulations.

C. Detention/retention pond areas shall be landscaped with trees and shrubs around the perimeter, with planting distribution to be determined at the site planning stage.

D. Screening walls otherwise required between subdistricts and land uses shall not be required but are expressly permitted. Between uses, open-style fence (i.e., wrought iron, decorative steel, etc.) with masonry columns shall be used, except in instances where single-family homes, townhomes, or build-to-rent dwellings back to another use (in which case, solid screening shall be used).

E. Screening walls shall be required between all lots and rights-of-way (excluding alleys) where the rear façade of the building is directly adjacent (within 50 feet of the closest right-of-way boundary), unless otherwise authorized in a particular subdistrict, and shall be either masonry or board-on-board wood fences (with cap rail) with masonry columns.

F. For permitted or required masonry screening walls within this PD 22, "masonry" shall include pre-cast wall panels designed to mimic stone or brick appearance.

G. All screening walls (including living screening walls) depicted and/or described on the approved Concept Plan for this PD 22 or any subdistrict regulations and standards are hereby authorized.

1.8 USABLE OPEN SPACE

A. Except as provided below, all development in PD 22 required to provide usable open space shall comply with the requirements of Section 18.5 of the City's Zoning Ordinance and parkland and tree preservation requirements.

B. All development in PD 22 required to provide usable open space may achieve standards in Section 18.5(D)(4) by alternatively preserving or planting trees (greater than three caliper inches) within the usable open space so that the minimum number of cumulative caliper inches of preserved or planted trees shall be 3 inches or greater per 1,000 square-foot of open space area.

1.9 TRANSPORTATION

A. All gated access points shall comply with federal, State, and local requirements pertaining to turnarounds, vehicle stacking, gate locations and standards, emergency access, and similar design requirements. In the event that an approved Concept Plan for PD 22 depicts gated access points, and such depiction(s) is/are in conflict with these design requirements, this conflicting provision shall prevail over the Concept Plan. Gate materials shall reflect the design aesthetic of the closest primary building of the development.

1.10 TEMPORARY STRUCTURES

A. Temporary structures for the construction of the developments, sales, leasing, and other marketing and development uses are an allowed use in this PD 22, in accordance with City codes.

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Exhibit “B-1”

Subdistrict PD 22-A
Regulations and Standards
(*Commercial*)

FIVEPOINTS

1) **Base Zoning**: Subdistrict PD 22-A is established with the base zoning district **Commercial (C)** as established by the City of Kaufman Zoning Ordinance. Unless specified herein, all development located within this Subdistrict shall be governed by City Codes and regulations applicable to this base zoning district.

2) **Land Uses Permitted**: All of the following land uses shall be permitted within Subdistrict PD 22-A, by right. Where indicated below, or with respect to other allowable land uses permitted in Commercial (C) districts, such use shall require a specific use permit or authorization from the City.

   A. Retail stores, general merchandise, or services
   B. Food stores
   C. Convenience stores without gasoline sales
   D. Convenience stores with gasoline sales – subject to SUP approval
   E. Dry cleaners
   F. Donut, bakery or confectionery shop
   G. Consignment shop (indoors)
   H. Antiques (indoors)
   I. Appliance sales and repair (no outside storage) – subject to SUP approval
   J. Appliance, tool or furniture rental (indoors)
   K. Building materials, hardware/home improvement (indoor only)
   L. Building materials, hardware/home improvement (outdoor storage) – subject to SUP approval
   M. Laundromat/washateria self-service
   N. Personal service uses (barber/beauty shop, tailor, shoe repair, seamstress, etc.)
   O. Massage therapist (state-licensed) – subject to SUP approval
   P. Pet shop and grooming (no outside kenneling, no overnight boarding)
   Q. Pharmacy/drug store
   R. Restaurant with or without drive-through service
   S. Alcoholic beverage sales in conjunction with a restaurant – subject to SUP approval
   T. Private club (restaurant alcohol sales) – subject to SUP approval
   U. Studio for decorator, artist, or photographer
   V. Studio for music, dance, or drama
   W. Used merchandise or secondhand thrift store (inside)

X. General business and professional office use

Y. Medical, dental, or optician clinic, laboratory, or office

Z. Financial institution with or without drive-through service

AA. Telemarketing agency

BB. Day care center (childcare for 7+ unrelated children) or day camp for children

CC. School (business or commercial trade) – subject to SUP approval

DD. School (private, public, or parochial)

EE. Church, rectory or temple

FF. Civic/community center (public)

GG. Theater or playhouse (indoor)

HH. Commercial amusement (indoor) or amusement arcade

II. Health, fitness, sports club (indoors only)

JJ. Auto parts or accessory sales (indoor)

KK. Car Washes. – subject to SUP approval

3) **Development Standards of Subdistrict PD 22-A:**

	Base Zoning District	**Subdistrict PD 22-A**
Minimum Lot Area	10,000 sf	10,000 sf
Minimum Dwelling Size	Not applicable	Not applicable
Minimum Lot Width	100 ft	100 ft
Minimum Lot Depth	100 ft	100 ft
Minimum Front Yard	25 ft	25 ft
Minimum Rear Yard	20 ft	20 ft
Minimum Side Yard	15 ft	15 ft
Maximum Height	3 Stories/45 feet	3 Stories/45 feet
Maximum Lot Coverage	50%	55%

4) **Special District Development Standards and Requirements:**

A. Required Off-Street Parking:

1. The number off-street parking spaces required for a particular use shall be the lesser of: (a) 1 space per 200 sf, *or* (b) the parking space requirement set forth in Section 35.6 of the City's Zoning Ordinance. Shared parking spaces may be permitted subject to City review and approval to accommodate multiple uses that may operate at different peak parking times. Up to ten percent (10%) of parking spaces may be compact parking spaces in this Subdistrict.

B. Landscaping: Landscaping in this Subdistrict shall conform to the requirements of landscaping for the Commercial (“C”) Zoning District.

C. Building Materials Permitted: Up to ten percent (10%) of each building façade within the Subdistrict may be constructed with, or be accentuated by, exterior insulation and finishing system (EIFS) materials.

D. Screening:

a. A living screen or living screen with berm at least 6 feet in height is expressly permitted as a substitute method of screening commercial loading docks and delivery areas from public streets, provided that planting material conforms to the City permitted plant list in its tree preservation regulations and meets the applicable requirements of Section 35.4 of the City’s Zoning Ordinance.

b. Refuse dumpsters shall be enclosed by a 6-foot high masonry screen wall with finishes consistent with the primary building(s) on the lot. Painted steel framed gates shall be installed to provide access to the dumpsters.

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Exhibit "B-2"

Subdistrict PD 22-B
Regulations and Standards
(*High Density Multi-Family Residential*)

Exhibit "B"
Planned Development Standards

1) **Base Zoning:** Subdistrict PD 22-B is established with the base zoning district, **Multifamily (MF-2),** as described by the City of Kaufman Zoning Ordinance. Unless specified herein, all development located within this Subdistrict shall be governed by City Codes and regulations applicable to this base zoning district.

2) **Land Uses Permitted**: Within this Subdistrict PD 22-B, land uses authorized in the Multi-Family Residential-2 (MF-2) zoning district are permitted with a maximum density of 24 dwelling units per acre.

3) **Development Standards of Subdistrict PD 22-B:**

	Base Zoning District	**Subdistrict PD 22-B**
Minimum Lot Area	1 acre/lot; 1,800 sf/unit	1 acre/lot
Minimum Dwelling Size	550 sf (efficiency unit) 600 sf (1 bedroom unit) 800 sf (2-bedroom unit) 1,000 sf (3+ bedroom unit)	550 sf (efficiency unit) 600 sf (1 bedroom unit) 800 sf (2-bedroom unit) 1,000 sf (3+ bedroom unit)
Minimum Lot Width	100 feet	100 feet
Minimum Lot Depth	125 feet	125 feet
Minimum Front Yard	30 feet	30 feet
Minimum Rear Yard	20 feet	15 feet
Minimum Side Yard[1]	15 feet	10 feet
Maximum Height	3 stories/45 feet	3 stories/45 feet
Maximum Lot Coverage[2]	50% Max.	50% Max

Notes to development standards table above:

1 – No extended side yard shall be required based on the height of adjacent buildings if site developed in accordance with this Concept Plan.

2 - Maximum lot coverage refers to maximum area covered by buildings.

4) **Special District Development Standards and Requirements:**

A. Parking Spaces: The minimum number of parking spaces required in this District shall be 1.75 spaces per dwelling unit. Fifteen percent (15%) of parking spaces shall be covered parking or enclosed in attached or detached garages. Covered carports shall provide columns constructed from materials that complement the multi-family buildings. Up to ten percent (10%) of parking spaces may be compact parking spaces in this Subdistrict.

B. Maximum Length of Buildings: In no case shall any side of a building exceed two hundred fifty feet (250') in length per side elevation.

C. Parkland Dedication and Improvements Requirements: In lieu of dedicating land for park use (as required by City Code), all development in this Subdistrict shall be permitted to meet up to 100 percent of such requirement by paying of a fee in-lieu of land dedication, in accordance with City Ordinances. For purposes of calculating the amount of fees paid in-lieu, all land areas reserved for linear park trail system and all rights-of-way containing sidewalks that are dedicated within the Subdistrict shall be considered parkland dedications. Construction of public linear park trail system within the Subdistrict shall be credited against any Park Development Fees assessed by the City per City Code. For any other parkland to be dedicated to the City, certain amenities like benches, trash receptacles, picnic pavilions/seating areas, grilling stations, and/or playgrounds shall be provided by developer, in addition to active amenities, such as outdoor games/sports courts/fields, subject to approval of the Parks & Recreation Board. (The design of such amenities shall be similar to those depicted in Exhibit D (Overall Landscape, Screening, Trail and Amenity Plan, approved with these regulating standards.)

D. Landscaping: Landscaping in this Subdistrict shall conform to the landscaping requirements for multi-family residential uses as specified in the City's Zoning Ordinance.

E. Screening**:** Refuse dumpsters shall be enclosed by a 6' high masonry screen wall on three sides with finishes consistent with the primary building(s) within the respective subdistrict. Painted steel framed gates shall be installed to provide access to the dumpsters.

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Exhibit "B-3"

Subdistrict PD 22-C
Regulations and Standards
(*Lower-Density Multi-Family Residential/ Build-to-Rent*)

Exhibit "B"
Planned Development Standards

1) **Base Zoning**: Subdistrict PD 22-C is established with the base zoning district, **Multifamily (MF-1),** as described by the City of Kaufman Zoning Ordinance. Unless specified herein, all development located within this Subdistrict shall be governed by City Codes and regulations applicable to this base zoning district.

2) **Land Uses Permitted**: Within this Subdistrict PD 22-C, land uses authorized in the Multi-Family Residential-1 (MF-1) zoning district are authorized with a maximum of 12 dwelling units per acre and shall expressly permit the following:

   a. Build-to-Rent Dwellings and accessory uses to same shall be permitted in this Subdistrict by right.

   b. Townhomes and accessory uses to same shall be permitted in this Subdistrict by right.

   c. For purposes of this section, "Build-to-Rent Dwelling" is defined as: a single-family attached dwelling, single-family detached dwelling, a townhouse, or combination thereof, that have been designed and constructed with the intention to be leased for residential use. Build-to-Rent Dwellings may be located on a single lot or tract with multiple other Build-to-Rent Dwellings. No Build-to-Rent Dwelling shall be occupied by more than six (6) persons unrelated by blood, marriage, or adoption.

   d. Uses and location of permitted uses in this Subdistrict may be authorized by specific use permit if not developed in strict compliance with the approved concept plan.

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3) **Development Standards of Subdistrict**:

	Base Zoning District	Subdistrict PD 22-C
Minimum Lot Area	9,000 sf per lot; 3,000 sf/unit	9,000 sf per lot
Minimum Dwelling Size	550 sf (efficiency unit) 600 sf (1 bedroom unit) 800 sf (2-bedroom unit) 1,000 sf (3+ bedroom unit)	550 sf (efficiency unit) 750 sf (1 bedroom unit) 900 sf (2-bedroom unit) 1,100 sf (3+ bedroom unit)
Minimum Lot Width	90 feet	90 feet
Minimum Lot Depth	100 feet	100 feet
Minimum Front Yard	25 feet	10 feet
Minimum Rear Yard	15 feet	15 feet
Minimum Side Yard	15 feet	15 feet
Maximum Height of building	30 feet	30 feet
Maximum Lot Coverage[1]	50% Max	50% Max

Notes to development standards table above:
1 – Maximum lot coverage refers to maximum area covered by buildings.

5) **Special District Development Standards and Requirements:**

A. Parking Spaces: The minimum number of parking spaces required in this District shall be 1.75 spaces per dwelling unit. At least 50 percent of units shall include an attached garage or covered parking area that accommodates at least one car. Up to ten percent (10%) of parking spaces may be compact parking spaces in this Subdistrict.

B. Porch Design: Each dwelling constructed in this Subdistrict shall include a porch on the front façade of the dwelling with a minimum area of fifty square feet (50'), excluding the area required for a four-foot-wide entry path to the front door.

C. Landscaping: Landscaping in this Subdistrict shall conform to the landscaping requirements for multi-family residential uses as specified in the City's Zoning Ordinance.

D. Foundation Planting: Within the Subdistrict, all front-facing building elevations must have landscaping along any exposed foundation. The landscaped area may be along the outer edge of a porch instead of the foundation. This landscaping requirement does not apply to portions of a building facade that abuts concrete or masonry pedestrian access paths or provides access for pedestrians or vehicles to the building. The foundation landscaping must meet the following minimum standards:

1. The landscaped area must be at least three feet wide.

2. There must be at least one three-gallon shrub (or similar size plant) for every three lineal feet of foundation.

3. Ground cover plants, mulch, and/or rocks must fully cover the remainder of the

landscaped area.

4. Trees shall not be planted in the foundation landscaped areas.

5. Care shall be provided to minimize drainage impacts to the foundation.

E. <u>Parkland Dedication and Improvements Requirements</u>: In lieu of dedicating land for park use (as provided by City Code), all development in this Subdistrict shall be permitted to meet up to 100 percent of such requirement by paying of a fee in-lieu of land dedication, in accordance with City Ordinances. For purposes of calculating the amount of fees paid in-lieu, all land areas reserved for linear park trail system and all rights-of-way containing sidewalks that are dedicated within the Subdistrict shall be considered parkland dedications. Construction of public linear park trail system within the Subdistrict shall be credited against any Park Development Fees assessed by the City per City Code. For any other parkland to be dedicated to the City, certain amenities like benches, trash receptacles, picnic pavilions/seating areas, grilling stations, and/or playgrounds shall be provided by developer, in addition to active amenities, such as outdoor games/sports courts/fields, subject to approval of the Parks & Recreation Board. (The design of such amenities shall be similar to those depicted in Exhibit D (Overall Landscape, Screening, Trail and Amenity Plan, approved with these regulating standards.)

F. <u>Screening</u>**:** Refuse dumpsters shall be enclosed by a 6’ high masonry screen wall on three sides with finishes consistent with the primary building(s) within the respective subdistrict. Painted steel framed gates shall be installed to provide access to the dumpsters.

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Exhibit "B-4"

Subdistrict PD 22-D
Regulations and Standards
(*Townhouse Residential*)

FIVEPOINTS

1) **Base Zoning**: Subdistrict PD 22-D is established with the base zoning district, **Townhouse Residential (TH),** as described by the City of Kaufman Zoning Ordinance. Unless specified herein, all development located within this Subdistrict shall be governed by City Codes and regulations applicable to this base zoning district.

2) **Maximum Length of Buildings**: In no case shall any side of a building exceed two hundred fifty feet (250') in length.

3) **Land Uses Permitted**: Within this Subdistrict PD 22-D, the following land use(s) authorized in the City's Townhouse Residential (TH) zoning districts are permitted and shall expressly permit:

A. Single-family attached townhomes with a maximum density of 12 units/acre.
B. Duplex with a maximum density of 12 units/acre.

4) Development Standards of Subdistrict PD 22-D:

	Base Zoning District	**Subdistrict PD 22-D**
Minimum Lot Area	(*see notes*) [1]	2,200 sf (*see note*) [2]
Minimum Dwelling Size	1,000 sf	1,100 sf
Minimum Lot Width	(*see notes*)[3]	(*see notes*)[4]
Minimum Lot Depth	100 feet	100 feet
Minimum Front Yard	25 feet	(*see notes*)[5]
Minimum Rear Yard	15 feet	(*see notes*)[5]
Minimum Side Yard	15 feet	5 feet
Maximum Height of building	30 feet	(*see notes*)[6]
Maximum Lot Coverage[7]	50%	70%
Parking Requirements[8]	2 per unit (w/ 1 enclosed)	2 per unit (w/ 1 enclosed)

Notes to Development Standards table:

1 – Code minimum lot area varies by type of housing unit type. Patio home requires 4,500 sf/lot; single-family attached unit requires 3,000 sf/lot and duplex unit requires 3,500 sf/lot.
2 – Permitted minimum lot area shall be as follows: 2,200 sq. ft. for single-family attached townhome building.
3 – Code minimum lot width varies by type of housing unit type. Patio home requires 45' wide lot. Single-family attached requires 30' wide lot. Duplex requires 35' wide lot.
4 – Permitted minimum lot widths shall be as follows: twenty feet (22') for a single-family attached townhome building. (Lot lines shall be shown with demising walls)
5 – In this Subdistrict, a 15' minimum front yard shall be provided, when the front façade faces a public or private street. The rear yard may vary depending on final right-of-way design but shall provide no less than 20' of driveway length between the rear garage and the edge of the sidewalk in order to provide driveway parking that does not interfere with pedestrian access.
6 –Townhouse buildings on lots adjacent to single-family residential uses shall be limited to 30 feet in height. All other townhouse buildings in this Subdistrict have a maximum height of 45 feet.
7–Maximum lot coverage refers to maximum area covered by buildings.
8 – Enclosed parking areas shall be located behind the front building line and on the same lot as the main structure, as per code.

6) **<u>Special District Development Standards and Requirements</u>:**

A. Right-of-Way Design: Within this Subdistrict, atypical street/right-of-way sections may be proposed to provide for variable widths and parking areas along the streets, subject to City approval by a preliminary plat. If necessary, parking, utilities and sidewalks may be located in public easements outside of the paved road widths subject to City review.

B. Landscaping: In parking areas and common areas, landscaping in this Subdistrict shall conform to the landscaping requirements for multi-family residential uses as specified in the City's Zoning Ordinance.

C. Foundation Planting: Within the Subdistrict, all street-facing building elevations must have landscaping along any exposed foundation. The landscaped area may be along the outer edge of a porch instead of the foundation. This landscaping requirement does not apply to portions of a building facade that abuts concrete or masonry pedestrian access paths or provides access for pedestrians or vehicles to the building. The foundation landscaping must meet the following minimum standards:

1. The landscaped area must be at least three feet wide.

2. There must be at least one three-gallon shrub (or similar size plant) for every three lineal feet of foundation.

3. Ground cover plants, mulch, and/or rocks must fully cover the remainder of the landscaped area.

4. Trees shall not be planted in the foundation landscaped areas.

5. Care shall be provided to minimize drainage impacts to the foundation.

D. Parkland Dedication and Improvements Requirements: In lieu of dedicating land for park use (as provided by City Code), all development in this Subdistrict shall be permitted to meet up to 100 percent of such requirement by paying of a fee in-lieu of land dedication, in accordance with City Ordinances. For purposes of calculating the amount of fees paid in-lieu, all land areas reserved for linear park trail system and all rights-of-way containing sidewalks that are dedicated within the Subdistrict shall be considered parkland dedications. Construction of public linear park trail system within the Subdistrict shall be credited against any Park Development Fees assessed by the City per City Code. For any other parkland to be dedicated to the City, certain amenities like benches, trash receptacles, picnic pavilions/seating areas, grilling stations, and/or playgrounds shall be provided by developer, in addition to active amenities, such as outdoor games/sports courts/fields, subject to approval of the Parks & Recreation Board. (The design of such amenities shall be similar to those depicted in Exhibit D (Overall Landscape, Screening, Trail and Amenity Plan, approved with these regulating standards.)

E. Screening**:** In this Subdistrict, screening walls shall not be required or permitted between rights-of-way and the rear of townhome buildings.

F. Garage Orientation: All townhomes shall have rear-facing garages (to be served by alleys or internal streets) as depicted in the concept plan.

G. Dumpster Screening: Refuse dumpsters shall be enclosed by a 6’ high masonry screen wall on three sides with finishes consistent with the primary building(s) within the respective subdistrict. Painted steel framed gates shall be installed to provide access to the dumpsters.

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Exhibit "B-5"

Subdistrict PD 22-E
Regulations and Standards
(*Single-Family Residential*)

FIVEPOINTS

Exhibit “B”
Planned Development Standards

1) **Base Zoning**: Subdistrict PD 22-E is established with the base zoning district, **<u>Single-Family (SF-6),</u>** as described by the City of Kaufman Zoning Ordinance. Unless specified herein, all development located within this Subdistrict shall be governed by City Codes and regulations applicable to this base zoning district.

2) **Land Uses Permitted**: Within this Subdistrict PD 22-E, land uses authorized in the Single-Family (SF-6) zoning districts are permitted, with a <u>maximum density of six (6) units/acre</u>.

3) **Development Standards of Subdistrict PD 22-E:**

	Base Zoning District	**Subdistrict PD 22-E**
Minimum Lot Area	6,000 sf	6,000 sf
Minimum Dwelling Size	1,200 sf	1,500 sf (50’ wide lots) 1,800 sf (60’ wide lots)
Minimum Lot Width	60 ft	50 ft, provided that at least 25% of all platted lots meet or exceed 60 ft in width
Minimum Lot Depth	100 ft	(See Notes)[1]
Minimum Front Yard	25 ft	20 ft[2]
Minimum Rear Yard	25 ft	15 ft[3]
Minimum Side Yard	6 ft	5 ft[4]
Maximum Height of building	30 ft	30 ft
Maximum Lot Coverage[4]	45%	60%
Parking[5]	2 spaces per lot, enclosed	2 spaces per lot, enclosed

<u>Notes to Development Standards table</u>:

1 –60 ft. wide lots shall have minimum lot depth of 100 feet, but 50 ft. wide lots shall have a minimum lot depth of 120 feet. Corner lots shall be permitted to have 100 ft. deep lots.

2 – Porches and awnings may protrude up to ten feet into the established front yard.

3 – Minimum rear yard shall be 20 feet for all rear-entry garages.

3 – Minimum side yard shall be 15 feet when side yard is adjacent to a dedicated public right-of-way and the lot backs to the rear of another residential lot or an open space lot. Minimum side yard shall be 20 feet when side yard is adjacent to a public right-of-way and the lot backs to the side yard of another residential lot or in the case of a side-entry garage.

4 - Maximum lot coverage refers to maximum area covered by buildings or other covered structures, including primary building, accessory buildings, patio covers, etc.

5 – Enclosed parking areas shall be located behind the front building line and on the same lot as the main structure, as per code.

4) **<u>Special District Development Standards and Requirements</u>:**

A. <u>Landscaping</u>: In addition to other applicable requirements for landscaping in this Subdistrict, upon completion of each respective dwelling, at least one tree (with a minimum 3-inch caliper DBH) shall be planted or preserved within the front yard of the lot, in conformity with City regulations.

B. <u>Porch Design</u>: Each dwelling constructed in this Subdistrict shall include a porch on the front façade of the dwelling with a minimum area of fifty square feet (50’), excluding the area required for a four-foot-wide entry path to the front door.

C. Foundation Planting. Within the Subdistrict, all street-facing building elevations must have landscaping along any exposed foundation. The landscaped area may be along the outer edge of a porch instead of the foundation. This landscaping requirement does not apply to portions of the building facade that abut concrete or masonry pedestrian access paths, provide access for pedestrians or vehicles to the building. The foundation landscaping must meet the following minimum standards:

1. The landscaped area must be at least three feet wide.

2. There must be at least one three-gallon shrub for every three lineal feet of foundation.

3. Ground cover plants, mulch, and/or rocks must fully cover the remainder of the landscaped area.

4. Trees shall not be planted in the foundation landscaped areas.

5. Care shall be provided to minimize drainage impacts to the foundation.

D. Parkland Dedication and Improvements Requirements: In lieu of dedicating land for park use (as provided by city code), all development in this Subdistrict shall be permitted to meet up to 100 percent of such requirement by paying of a fee in-lieu of land dedication, in accordance with city ordinances. For purposes of calculating the amount of fees paid in-lieu, all land areas reserved for linear park trail system and all rights-of-way containing sidewalks that are dedicated within the Subdistrict shall be considered parkland dedications. Construction of public linear park trail system within the Subdistrict shall be credited against any Park Development Fees assessed by city per city code. For any other parkland to be dedicated to the City, certain amenities like benches, trash receptacles, picnic pavilions/seating areas, grilling stations, and/or playgrounds shall be provided by developer, in addition to active amenities, such as outdoor games/sports courts/fields, subject to approval of the Parks & Recreation Board. (The design of such amenities shall be similar to those depicted in Exhibit D (Overall Landscape, Screening, Trail and Amenity Plan, approved with these regulating standards.)

E. Garage Orientation: All homes shall have front-facing, side-entry, or J-swing garage orientations, with the following exception:

1. The single-family lots that back to the Townhouse Residential Subdistrict shall have rear-facing garages and shall be served by an alley to be shared with the adjacent townhomes. This row of single-family homes shall have an increased minimum rear yard setback of 20'.

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Exhibit "C"
Concept Plans

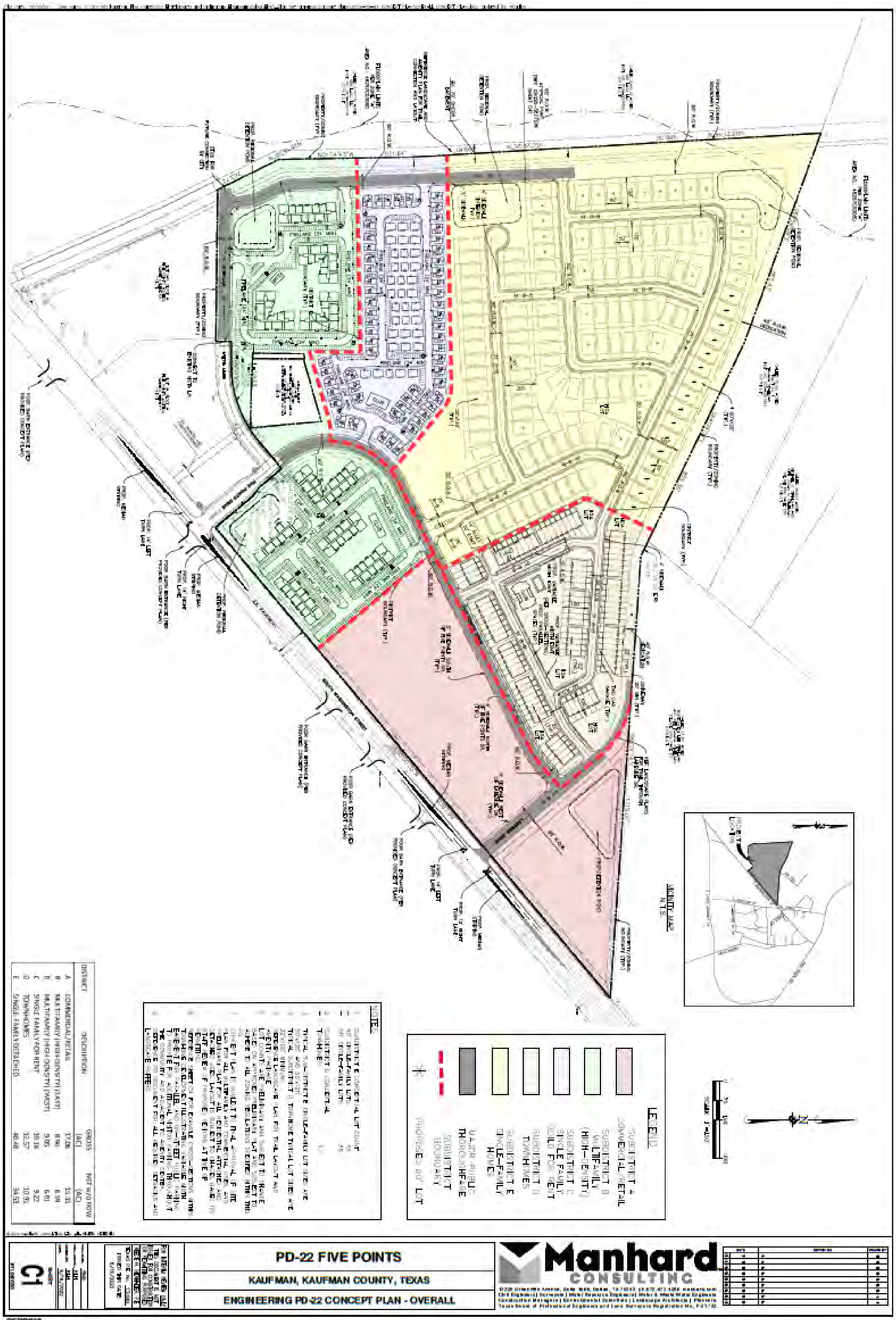


Exhibit “C”
Concept Plans

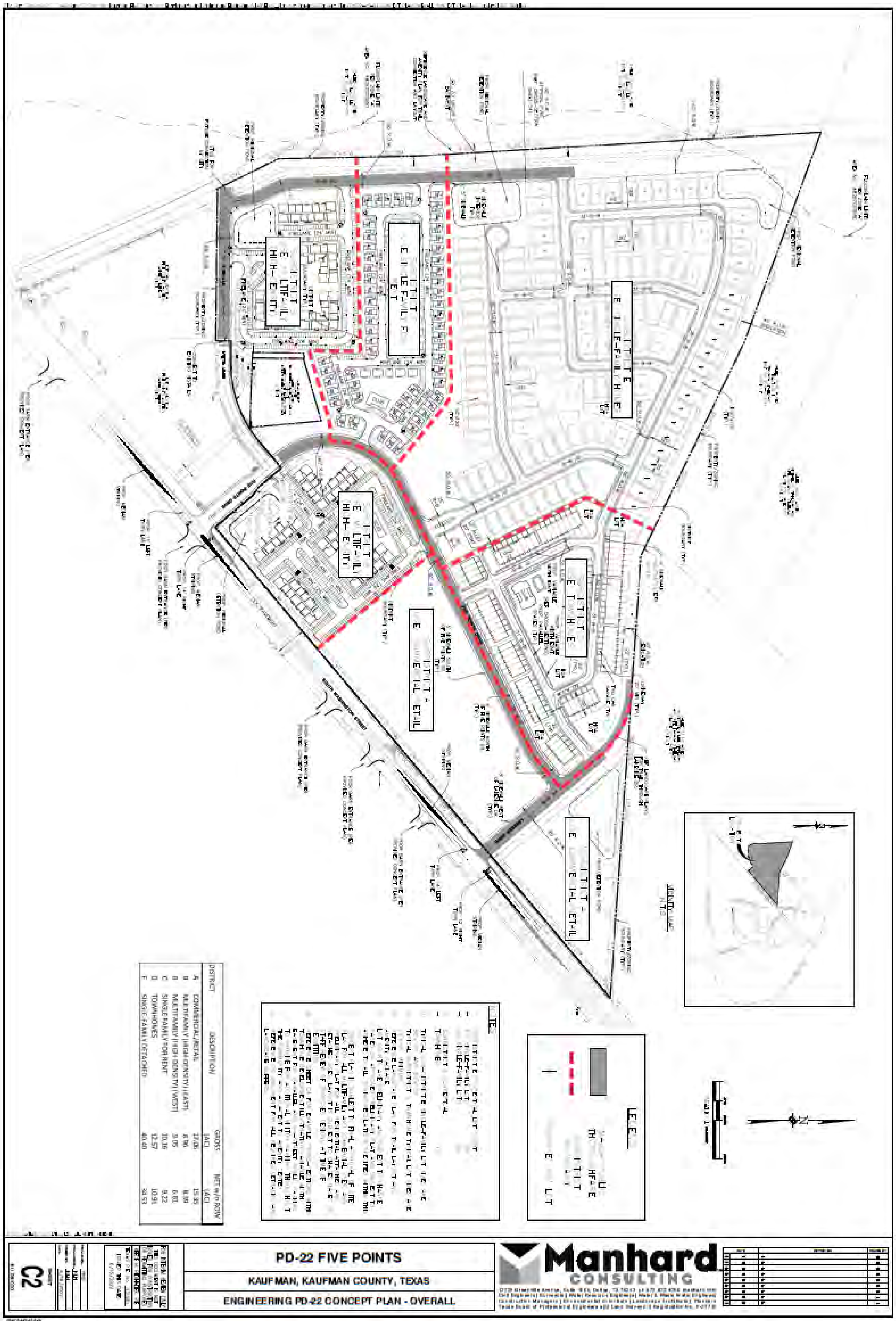
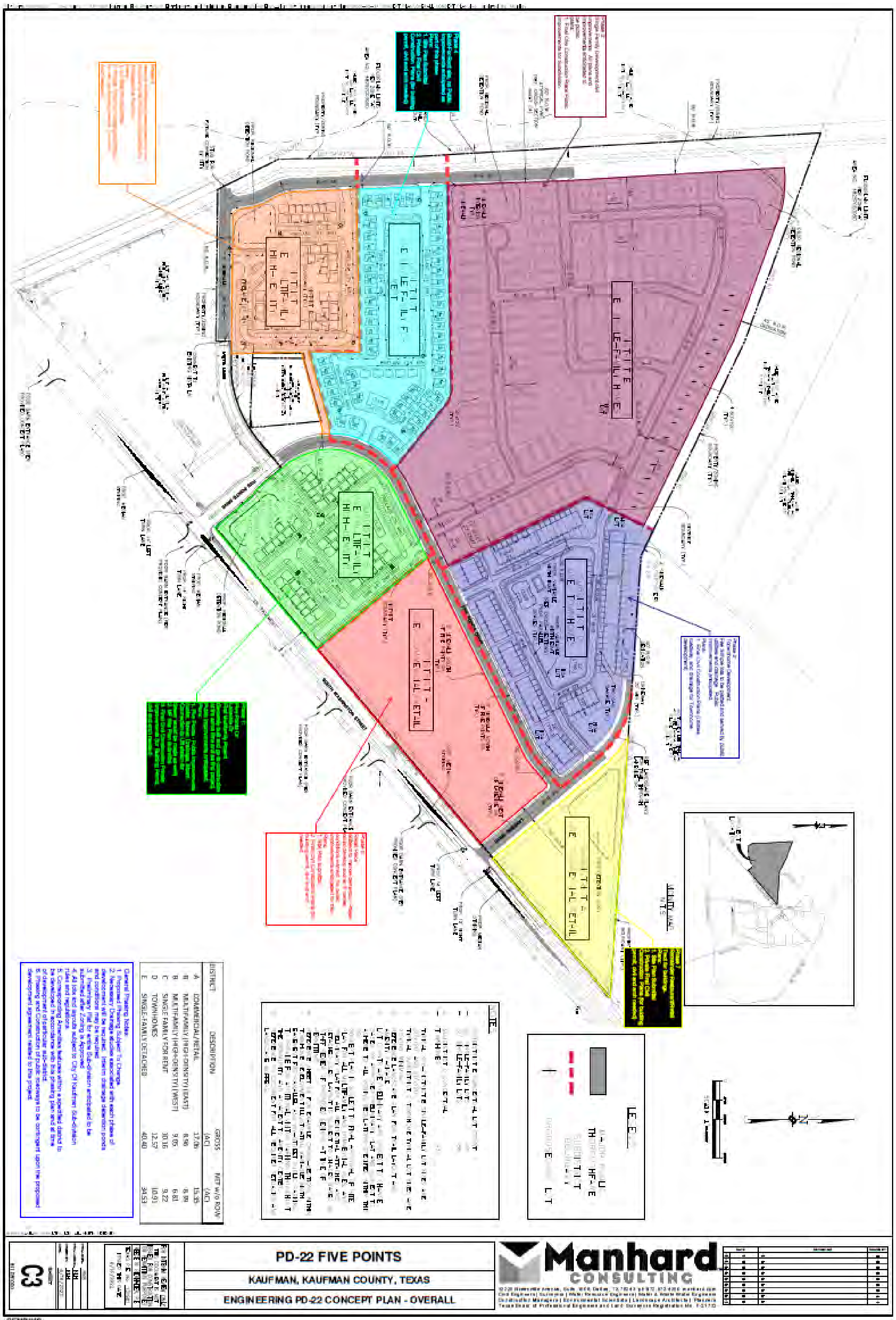


Exhibit “C”
Concept Plans



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Concept Plans

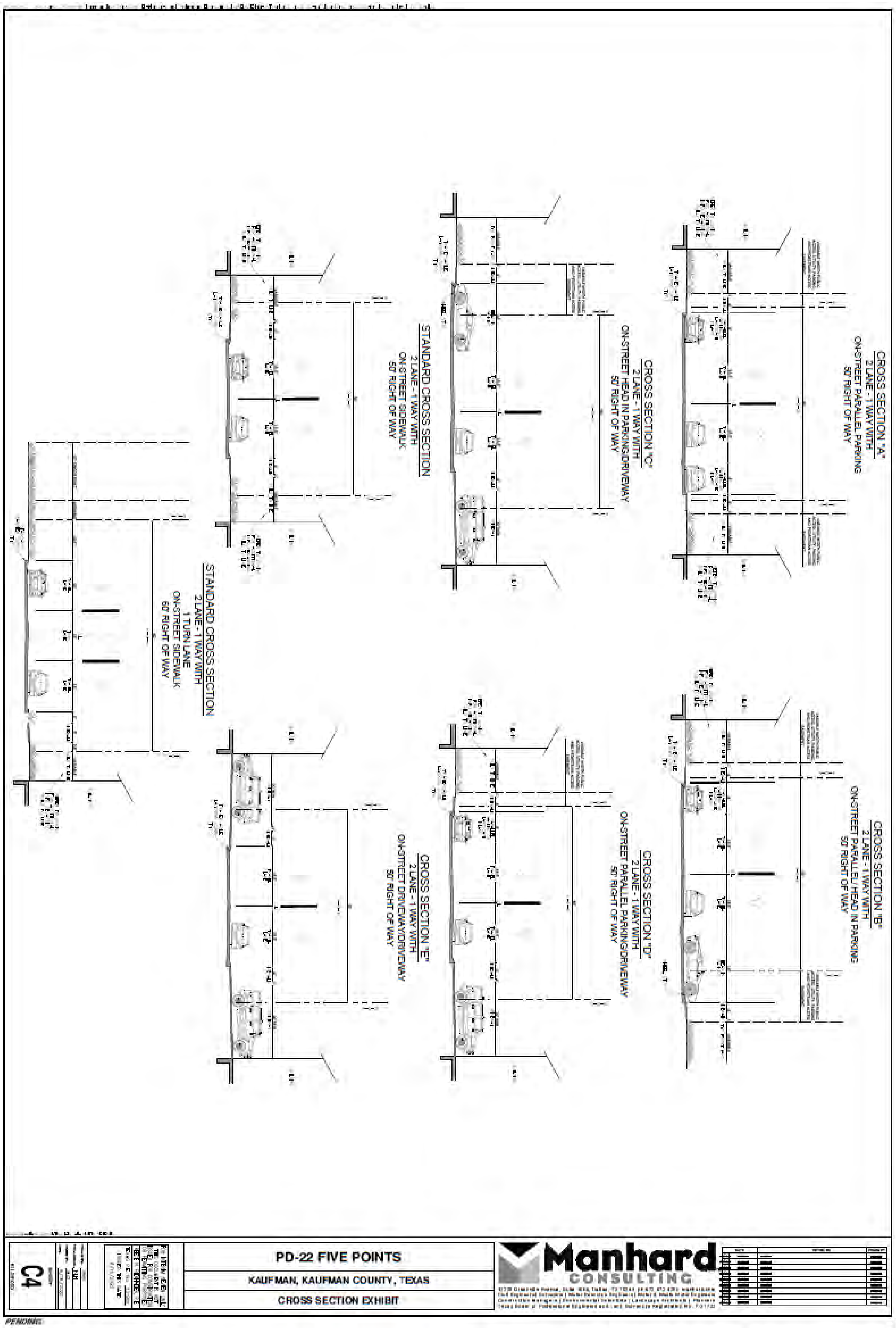


Exhibit “D”
Landscaping and Amenity Plans

Exhibit "D"
Landscaping and Amenity Plans

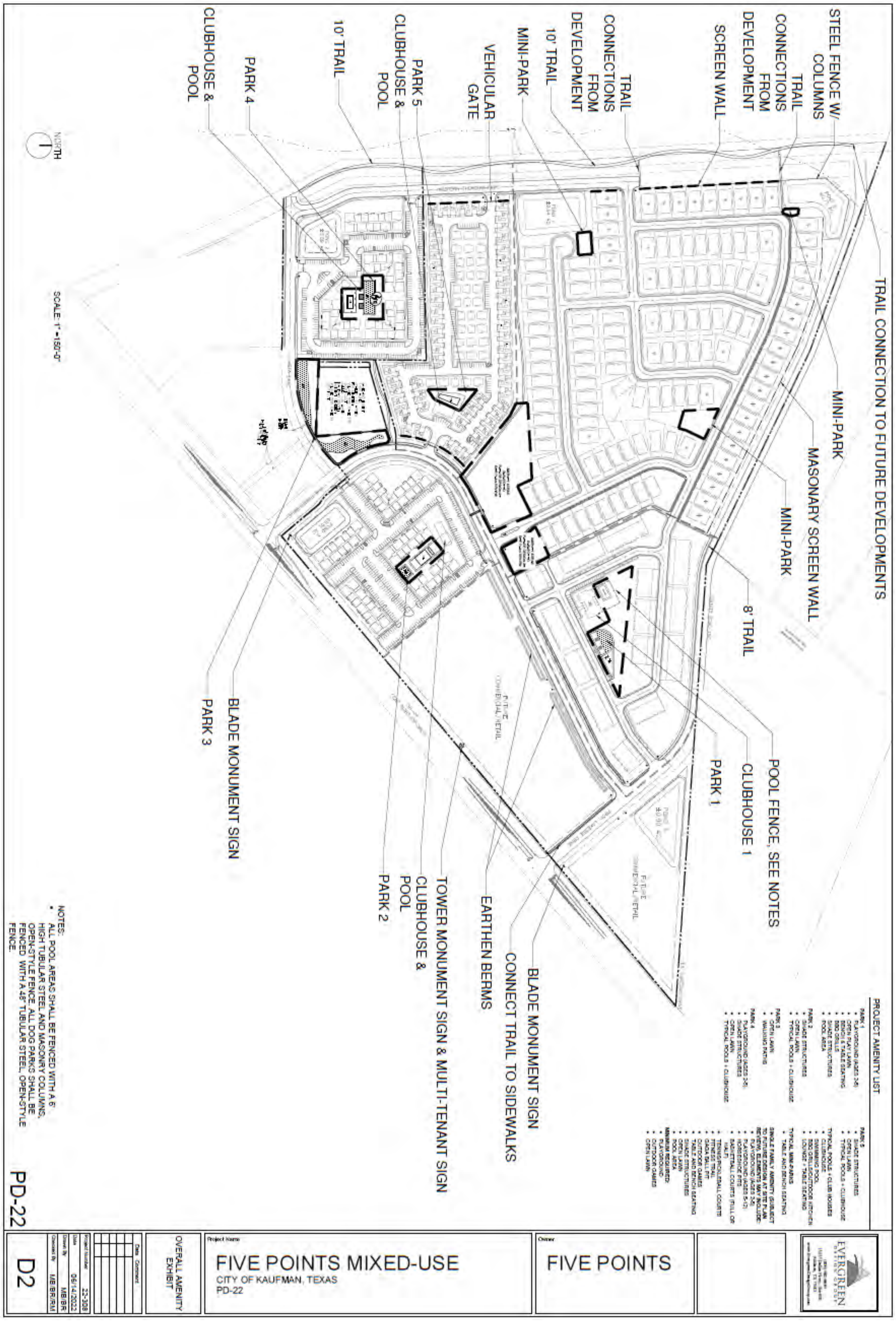
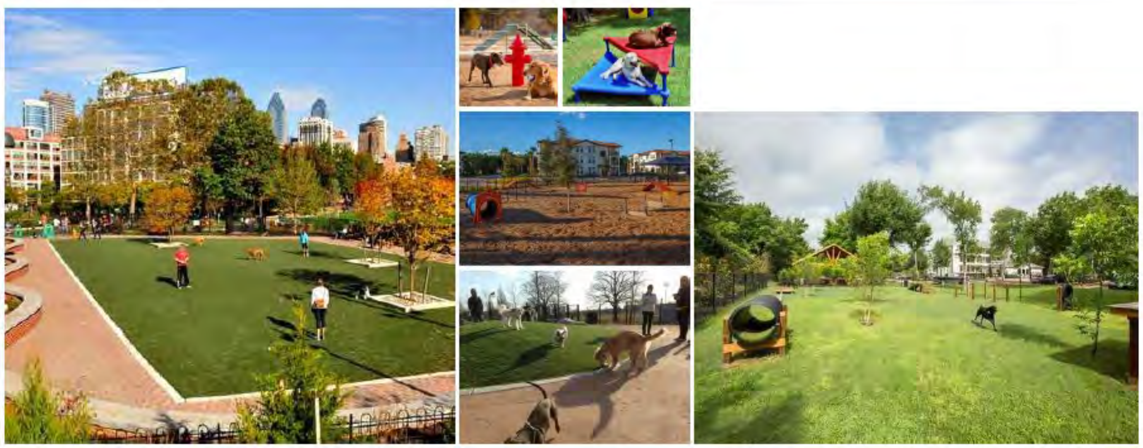


Exhibit “D”
Landscaping and Amenity Plans

INSPIRATION PHOTOS - PARKS



INSPIRATION PHOTOS - DOG PARK

PROJECT AMENITY LIST

PARK 1
- PLAYGROUND (AGES 2-5)
- OPEN PLAY LAWN
- BENCH & TABLE SEATING
- BBQ GRILLS
- SHADE STRUCTURES
- POOL AREA

PARK 2
- SHADE STRUCTURES
- OPEN LAWN
- TYPICAL POOLS + CLUBHOUSE

PARK 3
- OPEN LAWN
- WALKING PATHS

PARK 4
- PLAYGROUND (AGES 2-5)
- SHADE STRUCTURES
- OPEN LAWN
- TYPICAL POOLS + CLUBHOUSE

PARK 5
- SHADE STRUCTURES
- OPEN LAWN
- TYPICAL POOLS + CLUBHOUSE

PD-22

EVERGREEN DESIGN GROUP

Owner: FIVE POINTS

Project Name: FIVE POINTS MIXED-USE
CITY OF KAUFMAN, TEXAS
PD-22

AMENITY INSPIRATION IMAGES

Date	Comment

Project Number	22-308
Date	06/14/2022
Drawn By	MB/BR
Checked By	MB/BR/RM

D3

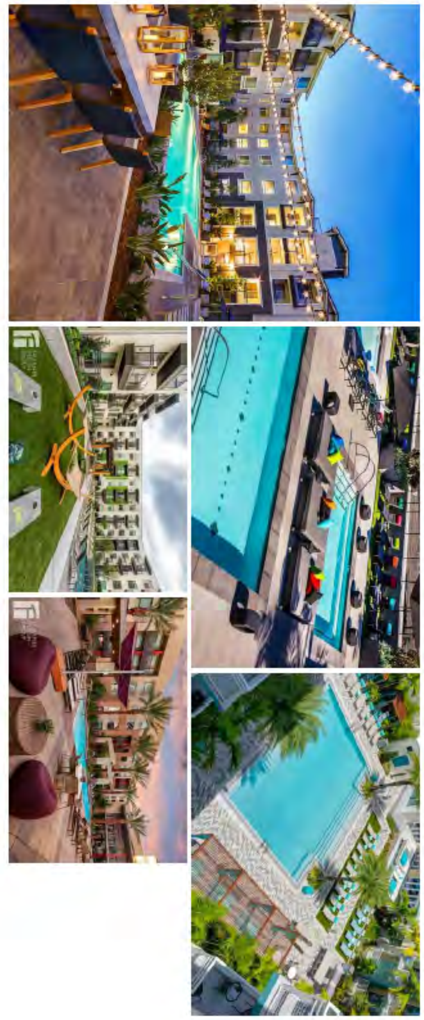
Exhibit "D"
Landscaping and Amenity Plans

INSPIRATION PHOTOS - MINI PARKS

AMENITY LIST

TYPICAL MINI-PARKS
- TABLE AND BENCH SEATING

INSPIRATION PHOTOS - TYPICAL POOL + CLUBHOUSES



AMENITY LIST

TYPICAL POOLS + CLUB HOUSES
- CLUBHOUSE
- SWIMMING POOL
- BBQ GRILLS/OUTDOOR KITCHEN
- LOUNGE + TABLE SEATING

PD-22

Project Number	22-308
Date	06/14/2022
Drawn By	MB/BR
Checked By	MB/BR/RM

D4

AMENITY INSPIRATION IMAGES

Project Name
FIVE POINTS MIXED-USE
CITY OF KAUFMAN, TEXAS
PD-22

Owner
FIVE POINTS

EVERGREEN

Exhibit "D"
Landscaping and Amenity Plans

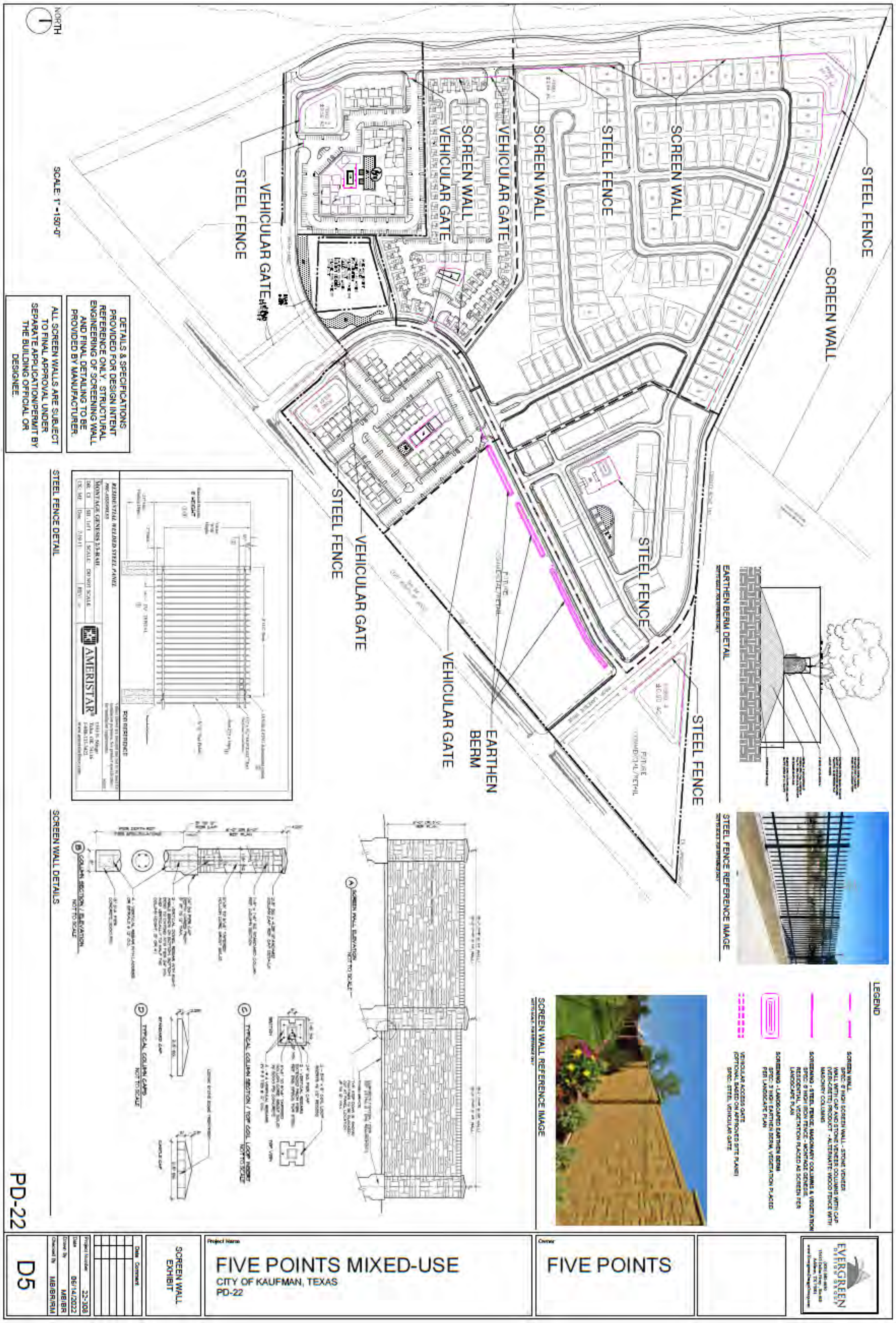


Exhibit “D”
Landscaping and Amenity Plans

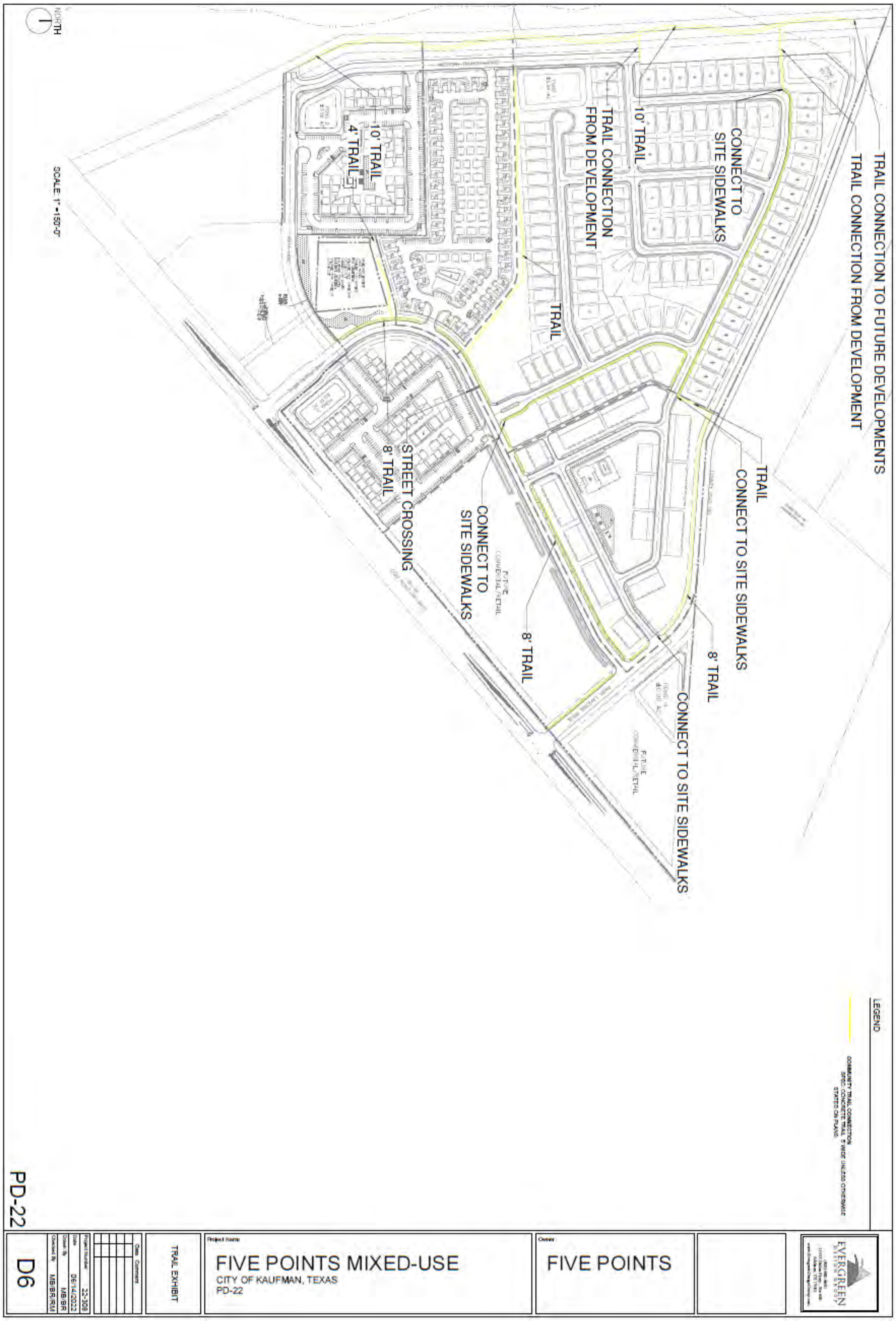


Exhibit “D”
Landscaping and Amenity Plans

EXHIBIT E

FIVEPOINTS

Inspirational Elevations

Exhibit “E”
Concept Elevations

Multi Family

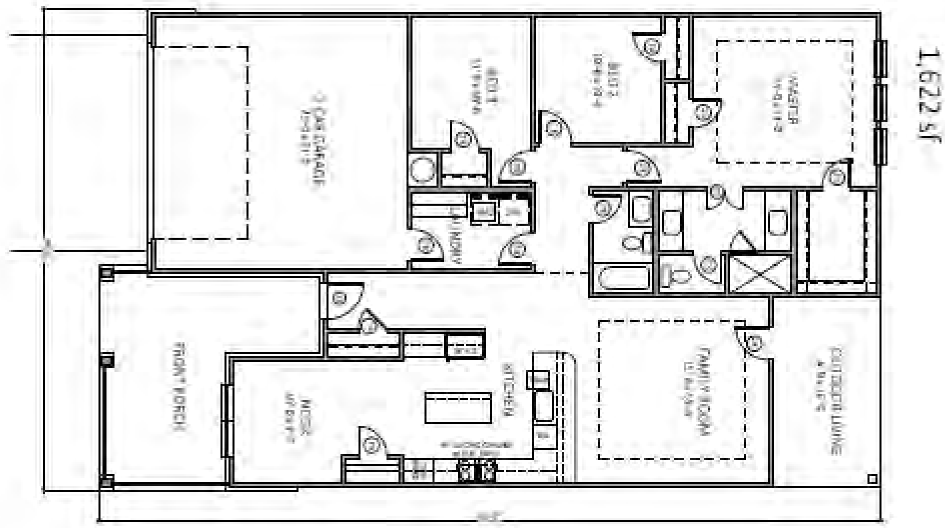
Exhibit "E"
Concept Elevations

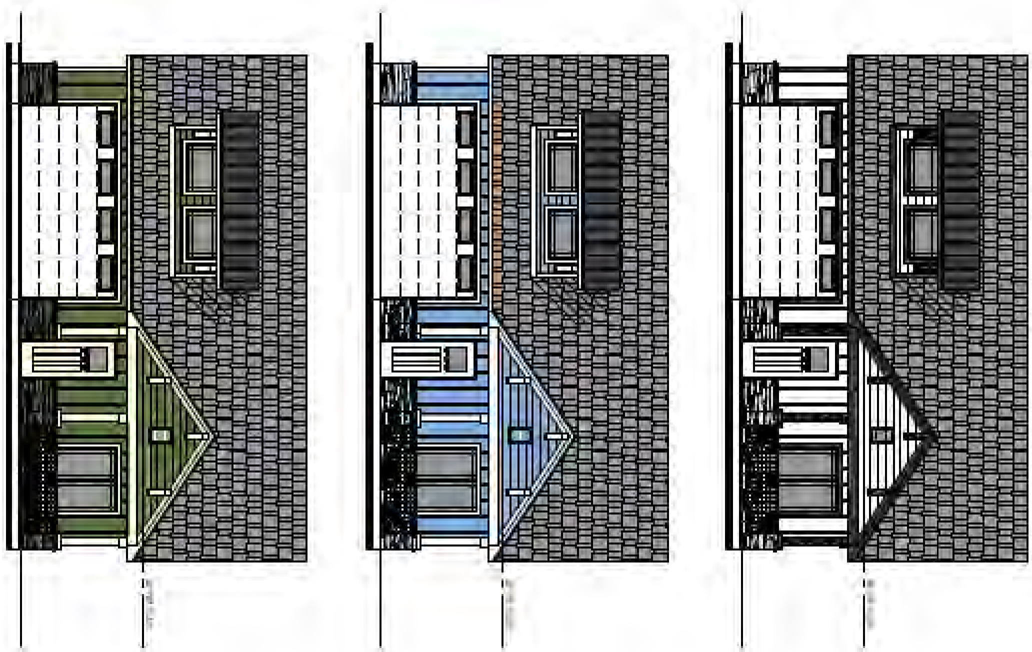
Townhomes

Exhibit "E"
Concept Elevations

Single Family

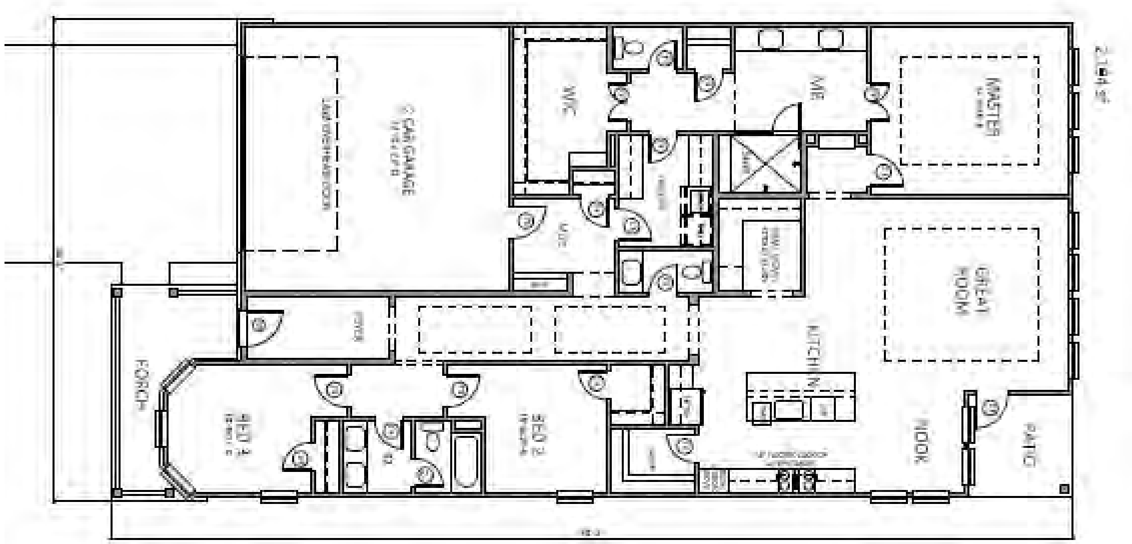
Exhibit “E”
Concept Elevations

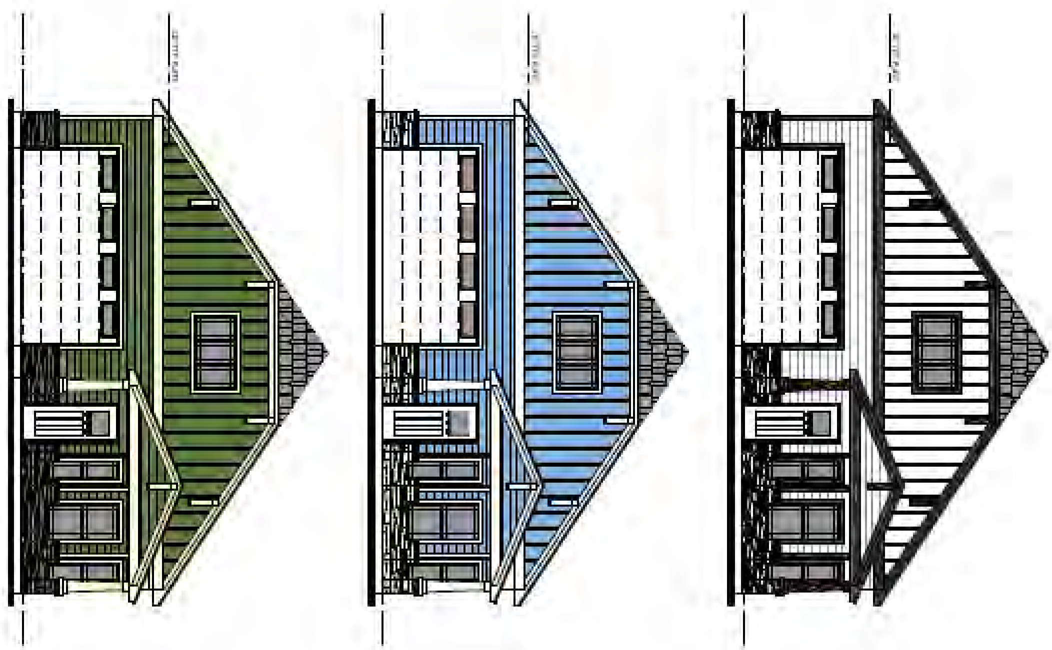




COPE HOMES

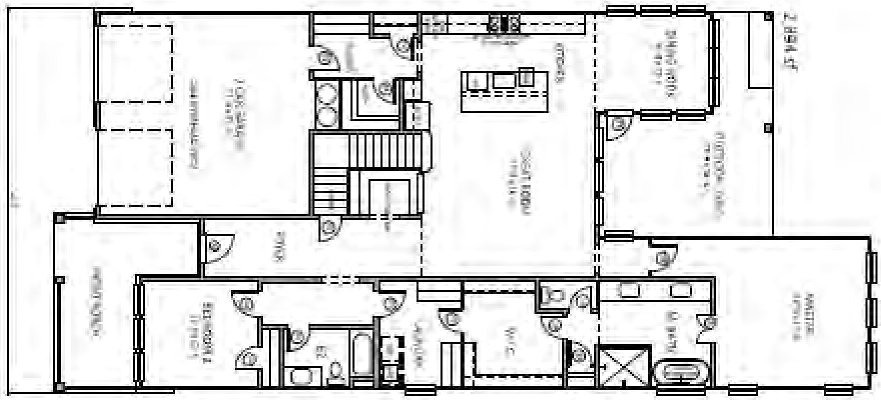
Exhibit “E”
Concept Elevations

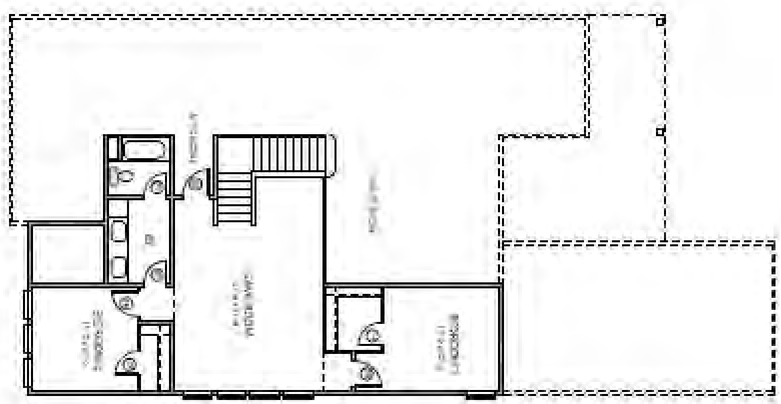




COPE HOMES

Exhibit “E”
Concept Elevations





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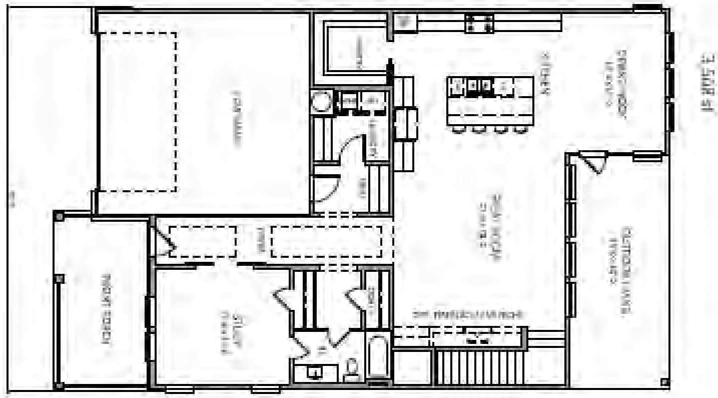
Concept Elevations



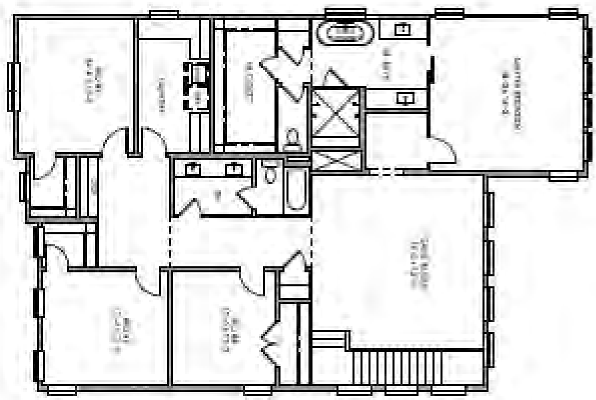


Exhibit “E”
Concept Elevations

Multi Family (Lesser Density)/ Build-to-Rent

Exhibit “E”
Concept Elevations

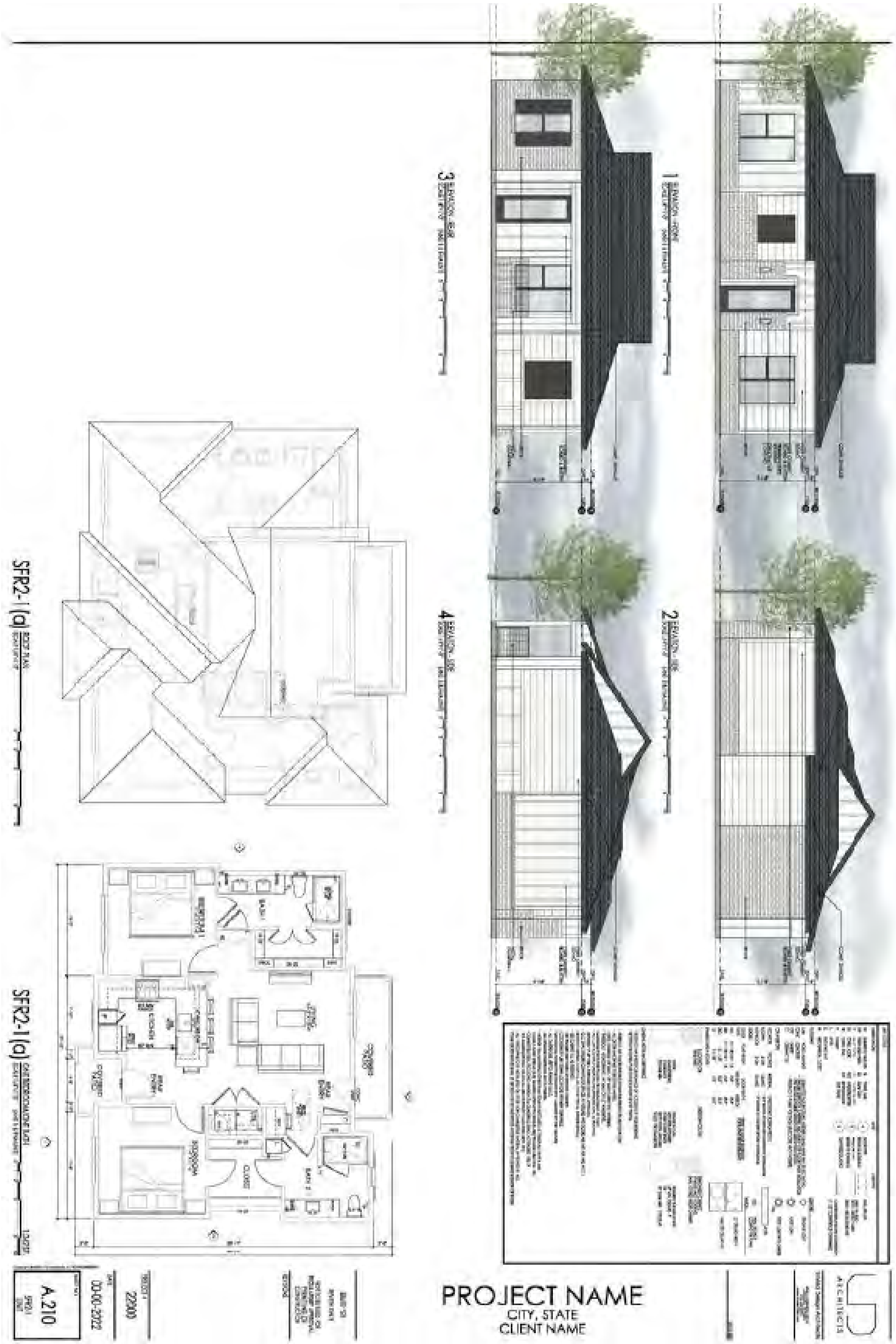


Exhibit “E”
Concept Elevations

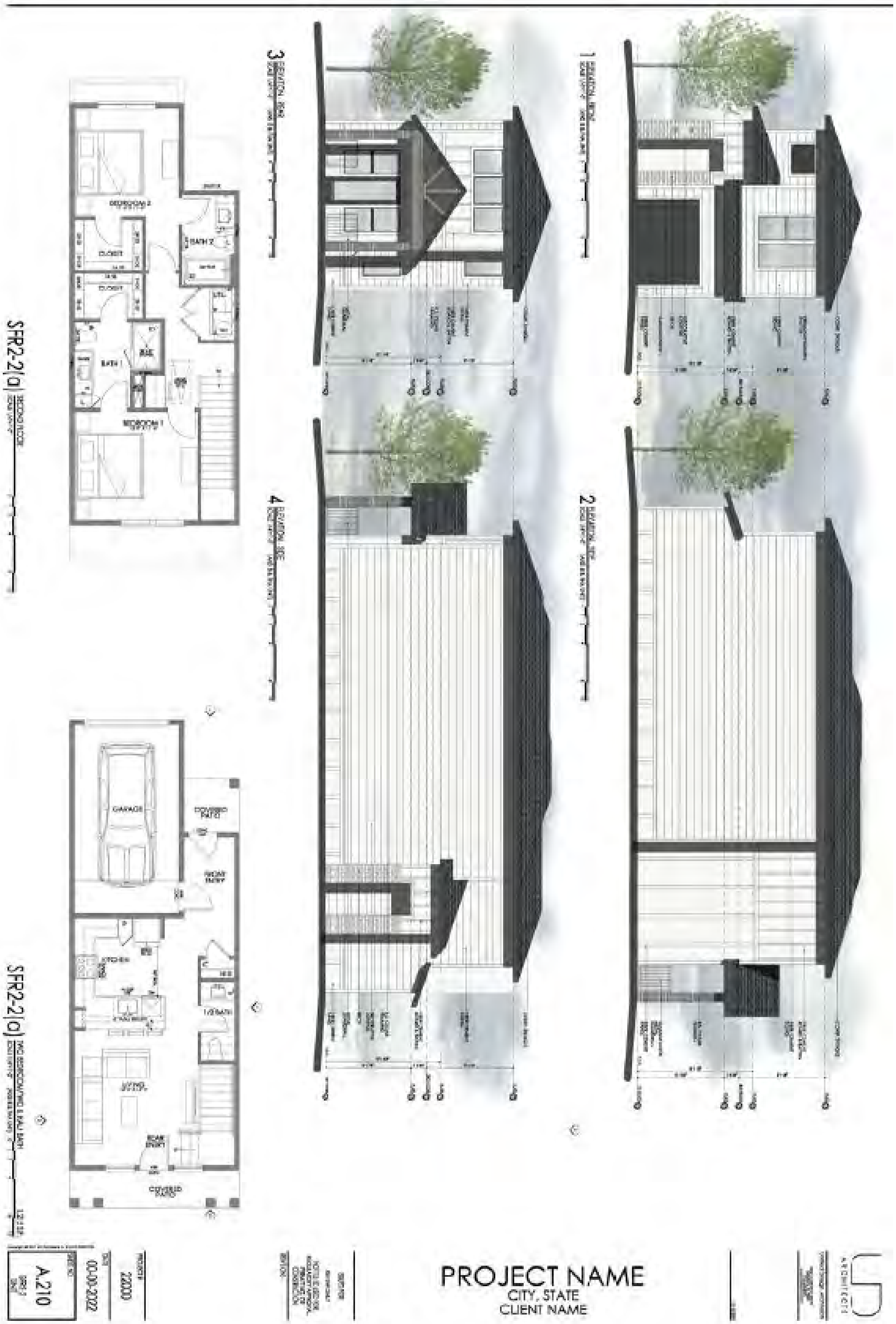


Exhibit “E”
Concept Elevations

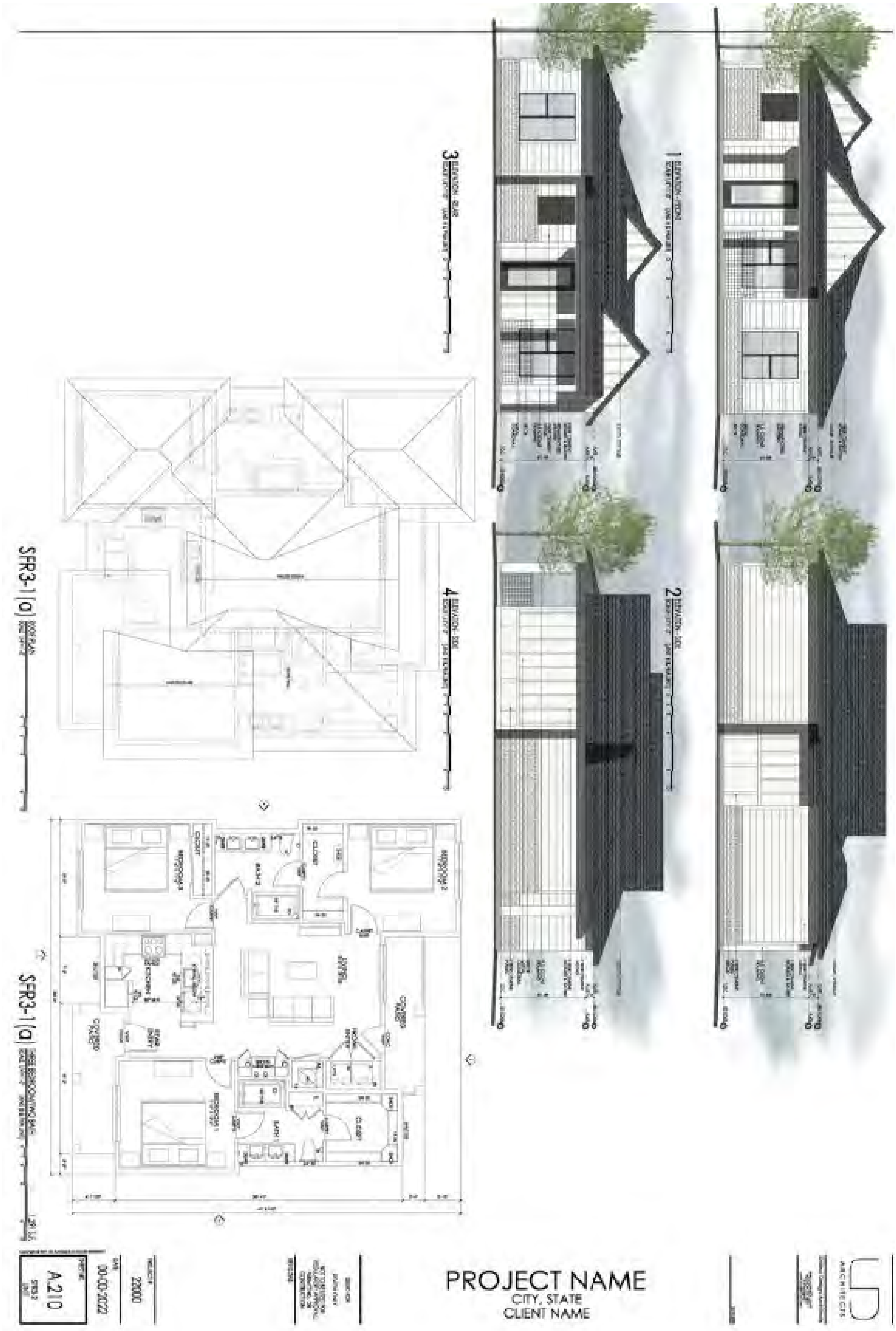


Exhibit "E"
Concept Elevations

Exhibit "E"
Concept Elevations

Commercial

Meeting Date: 06-27-2022	Date: 06-24-22	Item #: 2	Dept. Development Services

☐ **Consent** ☒ **Action** ☐ **Discussion**

SUBJECT:

Consider and take appropriate action on the **Land Study and Preliminary Plat of Windsor Park 2**, being a tract of land containing approximately 134.12 acres (Property IDs 5270 & 198786), situated in the D. Falcon Survey, Abstract No. 151, Kaufman County, Texas. The property is generally located on the south side of SH 34 and the west side of FM 1388 (S. Houston St.) within the City of Kaufman's Extra-Territorial Jurisdiction (ETJ). The preliminary plat is for 447 residential lots and 11 common area lots. (Case No. PP-01-22)

BACKGROUND:

See the attached June 27, 2022 Planning and Zoning Commission Report.

Author:	Reviewed:
Andrew Bogda, Planning Manager	**Mike Slye, City Manager**

Cost: N/A	**Funds Available:** N/A	**Source:** N/A

Recommendation: The Planning and Zoning Commission will consider the item at their meeting on June 27, 2022 at 5:00pm. The Commission's recommendation will be reported verbally to the City Council by staff at the meeting.

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

Planning and Zoning Commission Report

Meeting Date: June 27, 2022

SUBJECT: Consider and make a recommendation to City Council on the **Land Study and Preliminary Plat of Windsor Park 2**, being a tract of land containing approximately 134.12 acres (Property IDs 5270 & 198786), situated in the D. Falcon Survey, Abstract No. 151, Kaufman County, Texas. The property is generally located on the south side of SH 34 and the west side of FM 1388 (S. Houston St.) within the City of Kaufman's Extra-Territorial Jurisdiction (ETJ). The preliminary plat is for 447 residential lots and 11 common area lots. (Case No. PP-01-22)

SUMMARY:

The subject property includes approximately 134.12 acres located on the south side of SH 34 and the west side of FM 1388 (S. Houston St.), wrapping around the existing Windsor Park Phase 1 neighborhood. On May 23, 2022, the City Council approved a Development Agreement, which sets the general framework for the development of the subject property. Pursuant to the agreement, the applicant has submitted a preliminary plat that generally conforms to the concept plan and proposed development standards included in the agreement. In addition, the City of Oak Grove has agreed to disannex an approximate 12.9 acre portion of the property located within their city limits. Per the agreement, the applicant will submit an annexation petition to the City of Kaufman within 30 days of the disannexation.

The proposed preliminary plat is for the development of 447 single-family residential lots and 11 common area lots. A corresponding land study was prepared, which provides for a mix of lot sizes and areas of open space that generally matches the concept plan approved with the development agreement. 327 lots (73.2%) will be at least 6,000 sq. ft. in size, 60 lots (13.4%) will be at least 7,200 sq. ft. in size, and 60 lots (13.4%) will have a lot size of 8,400 sq. ft. or greater. The larger lots will be concentrated near the entrances to the development, adjacent to the existing Windsor Park neighborhood (which has wider lots), and adjacent to the large area of open space to the west. The development will have a gross density of 3.34 lots per acre.

The largest open space lot is Lot 1X of Block F (28.785 acres), which is entirely located within the floodplain and is to be dedicated as a detention and drainage easement. Lot 1X of Block B (2.788 acres) is intended to provide some recreational amenities for the neighborhood. Additional open space lots are provided for drainage and sewer facilities, trails, community mailboxes, and landscaping and entryway features.

The property will have five access points:

- One access point on SH 34 at S. Washington St. (80'-wide)
- One access point on FM 1388 (S. Houston St.) (70'-wide)

- Three access points to Windsor Park 1 at Chester Drive/Nottingham Drive, Buckingham Lane, and Canterbury Trail

The property will mostly drain to the west and the necessary open space dedications and easements have been provided to accommodate the drainage.

The development is planned to be completed in six phases, as delineated on the plat. The initial two phases of the development are located in the eastern part of the development, with access provided from FM 1388 (S. Houston St.) and through Windsor Park 1 at Canterbury Trail. Phase 3 will include the access point to SH 34 and additional access points to Windsor Park 1. Phases 4 – 6 will include the western and southern portions of the development. A flood study will be required prior to the development of any phases partially located within the floodplain.

THOROUGHFARE PLAN:
The subject property is located on the south side of SH 34, which is classified as a principal arterial (Type AA; 4 – 6 lanes), with an ultimate right-of-way of 120' – 140'. The subject property is located on the west side of FM 1388 (S. Houston St.), which is classified as a minor arterial (Type B; 3 – 4 lanes), with an ultimate right-of-way of 100' – 120'. The necessary rights-of-way already exist for SH 34 & FM 1388 (S. Houston St.).

On the Thoroughfare Plan, a collector road (Type C; 2 – 3 lanes), with an ultimate right-of-way of 80' – 100' is shown to go through the subject property and the property to the south, connecting SH 34 and FM 1388 (S. Houston St.). The portion of the collector located within the subject property is proposed to be dedicated with this subdivision, with a right-of-way of 80'. This collector is shown to be an extension of S. Washington St.

This plat also includes the rights-of-way for internal streets, which are standard residential streets with a 50' right-of-way.

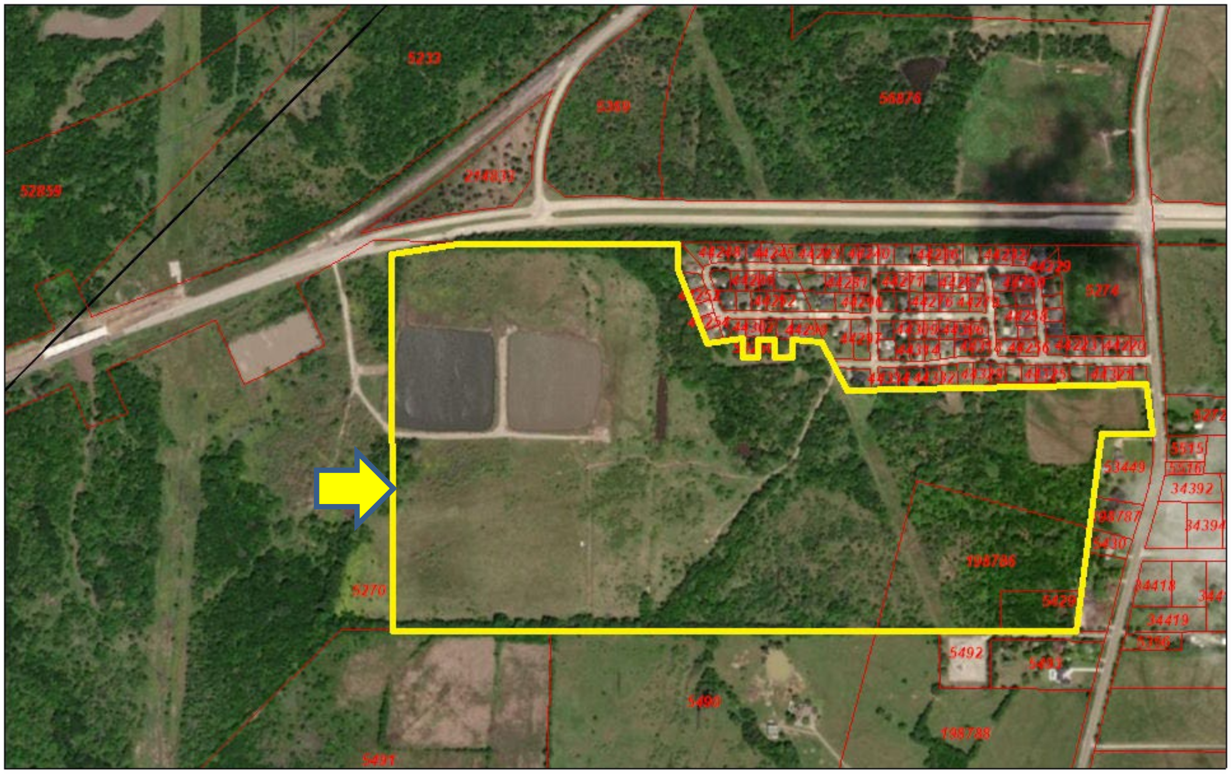
RECOMMENDATION:
Staff recommends approval of the Land Study and Preliminary Plat of Windsor Park 2.

ATTACHMENTS:
1. Location Map
2. Land Study of Windsor Park 2
3. Preliminary Plat of Windsor Park 2

Andrew Bogda, AICP, Planning Manager
972-932-2216 ext. 117 abogda@kaufmantx.org

Location Map

Windsor Park 2



6/24/2022, 10:47:44 AM

Abstracts

Parcels

1:9,028

0 0.05 0.1 0.2 mi

0 0.1 0.2 0.4 km

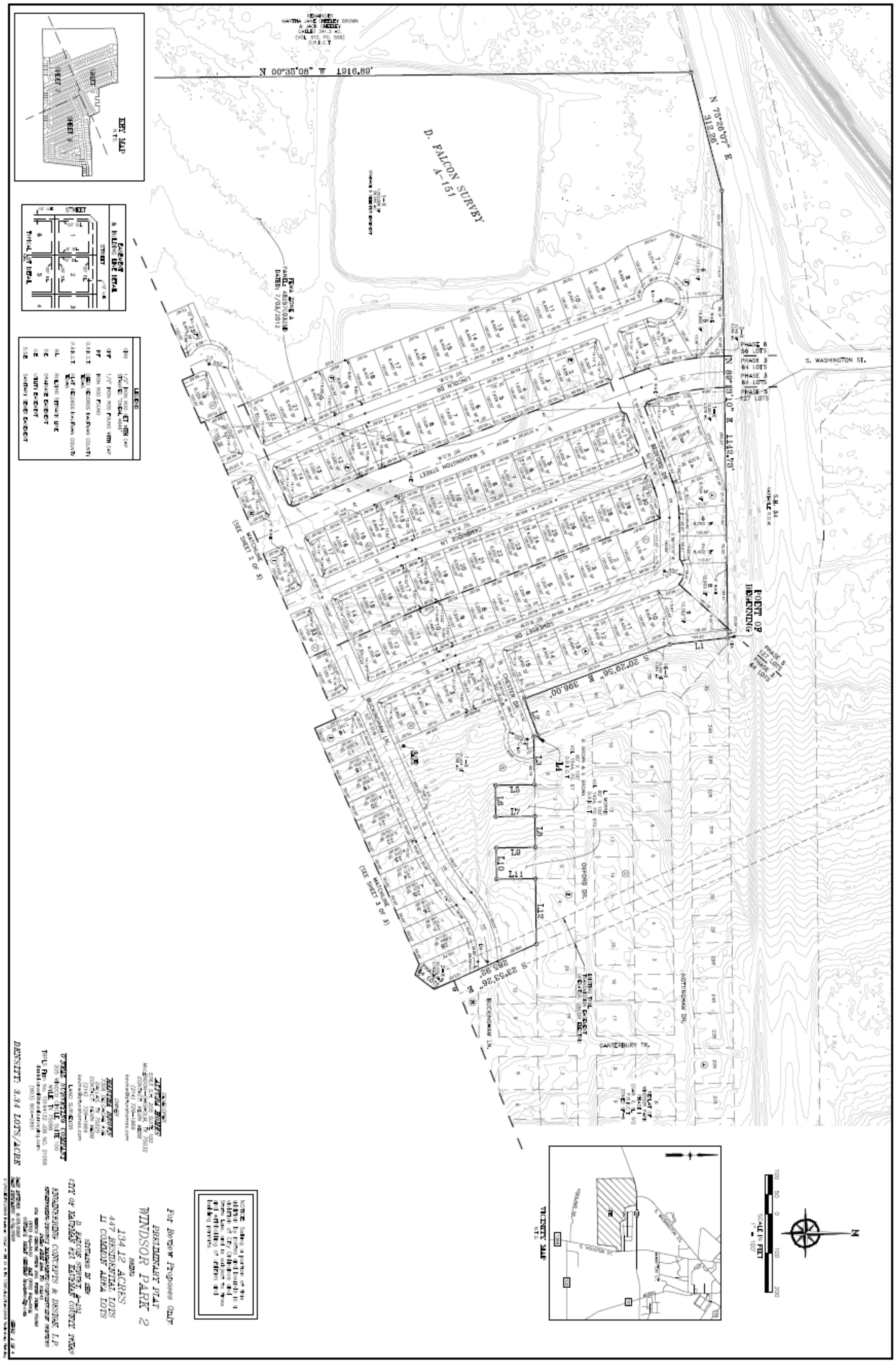
Maxar

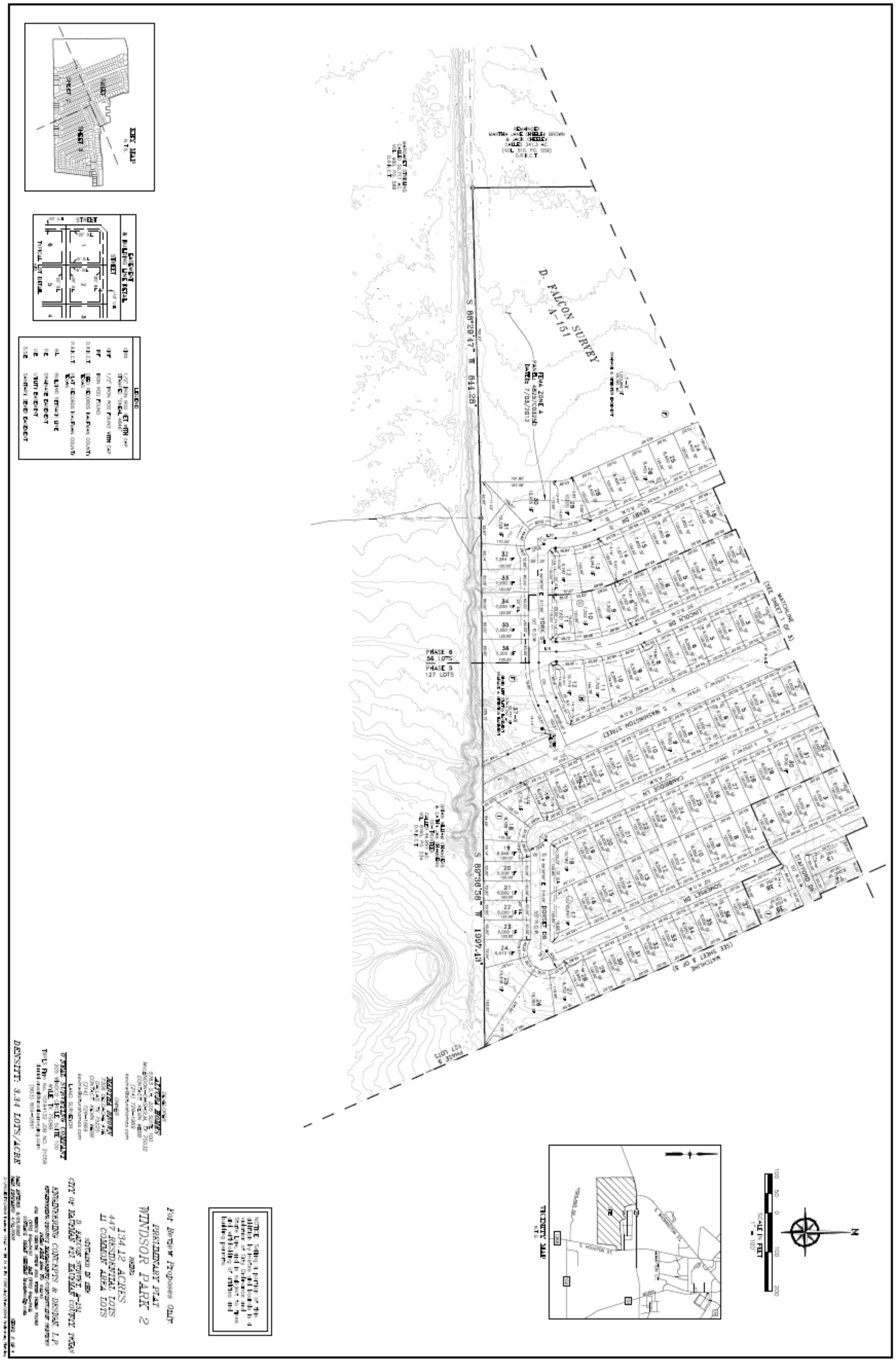
Kaufman County Appraisal District, BIS Consulting - www.bisconsulting.com

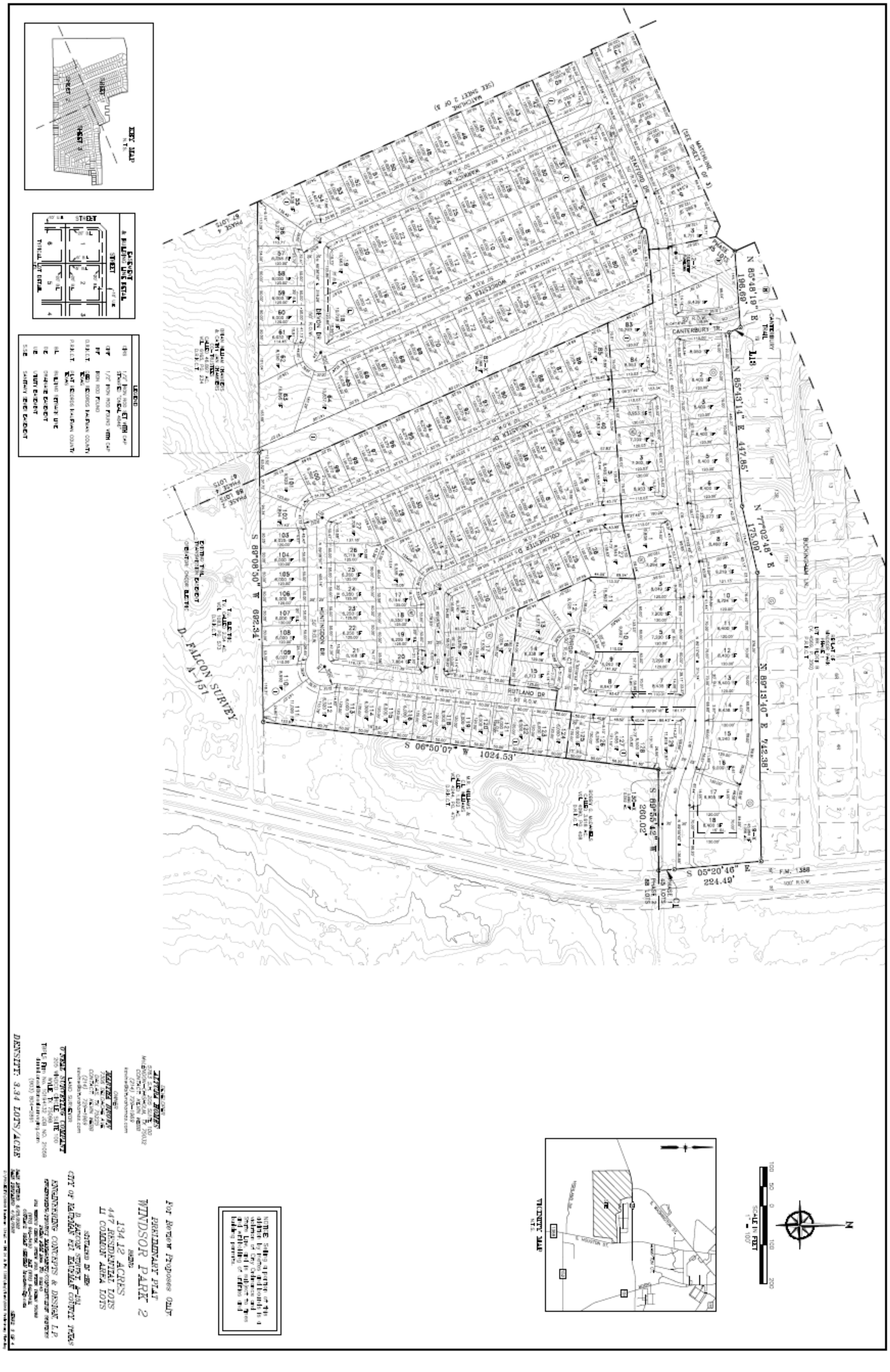
Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of boundaries.

<u>Land Study of Windsor Park 2</u>

Preliminary Plat of Windsor Park 2






For Review Purposes Only
PRELIMINARY PLAT
WINDSOR PARK 2
134.12 ACRES
447 RESIDENTIAL LOTS
11 COMMON AREA LOTS
DENSITY: 3.34 LOTS/ACRE
D. FALCON SURVEY A-151
S 06°50'07" W 1024.53'
S 89°08'30" W 682.34'
N 89°13'40" E 742.38'
N 77°02'48" E 175.09'
N 85°43'14" E 447.85'
N 85°48'19" E 196.69'
S 05°20'46" E 224.49'
S 89°56'42" W 200.02'
KEY MAP
LEGEND
CANTERBURY TR.
RUTLAND DR
HUNTINGDON DR
LANCASTER DR
WORCESTER DR
WARWICK DR
STAFFORD DR
DEVON DR

OWNERS CERTIFICATE AND DEDICATION

WHEREAS MARTHA BROWN BEING THE SOLE OWNER OF 134.12 ACRES OF LAND SITUATED IN THE DIONISION FALCON SURVEY, ABSTRACT NUMBER 151, JOEL ODELL SURVEY, ABSTRACT NUMBER 808 AND THE SARAH ARNOLD SURVEY, ABSTRACT NUMBER 1345, BEING A PORTION OF THE MARTHA JANE SHEELEY BROWN AND JACK SHEELEY CALLED 341.3 ACRE TRACT DESCRIBED IN VOLUME 510, PAGE 559, DEED RECORDS, KAUFMAN COUNTY, TEXAS (D.R.K.C.T.) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE REPLAT OF WINDSOR PARK ADDITION, PHASE 1, AN ADDITION RECORDED IN CABINET 2, PAGE 51, PLAT RECORDS, KAUFMAN COUNTY, TEXAS (P.R.K.C.T.), SAME BEING THE MOST NORTHERLY NORTHEAST CORNER OF SAID 341.3 ACRE TRACT;

THENCE ALONG THE COMMON LINE OF SAID 341.3 ACRE TRACT AND SAID WINDSOR PARK ADDITION, THE FOLLOWING NINETEEN (19) COURSES AND DISTANCES:

(1) SOUTH 6 DEGREES 19 MINUTES 20 SECONDS EAST, FOR A DISTANCE OF 149.77 FEET;
(2) SOUTH 20 DEGREES 29 MINUTES 56 SECONDS EAST, FOR A DISTANCE OF 396.00 FEET;
(3) NORTH 69 DEGREES 56 MINUTES 29 SECONDS EAST, FOR A DISTANCE OF 99.59 FEET;
(4) SOUTH 20 DEGREES 10 MINUTES 32 SECONDS EAST, FOR A DISTANCE OF 11.30 FEET;
(5) NORTH 89 DEGREES 07 MINUTES 43 SECONDS EAST, FOR A DISTANCE OF 122.75 FEET;
(6) SOUTH 0 DEGREES 45 MINUTES 33 SECONDS EAST, FOR A DISTANCE OF 100.25 FEET;
(7) NORTH 89 DEGREES 15 MINUTES 13 SECONDS EAST, FOR A DISTANCE OF 80.37 FEET;
(8) NORTH 1 DEGREES 00 MINUTES 27 SECONDS WEST, FOR A DISTANCE OF 100.09 FEET;
(9) NORTH 89 DEGREES 19 MINUTES 22 SECONDS EAST, FOR A DISTANCE OF 80.00 FEET;
(10) SOUTH 0 DEGREES 42 MINUTES 09 SECONDS EAST, FOR A DISTANCE OF 99.87 FEET;
(11) NORTH 89 DEGREES 23 MINUTES 19 SECONDS EAST, FOR A DISTANCE OF 79.96 FEET;
(12) NORTH 0 DEGREES 40 MINUTES 51 SECONDS WEST, FOR A DISTANCE OF 99.96 FEET;
(13) NORTH 89 DEGREES 19 MINUTES 54 SECONDS EAST, FOR A DISTANCE OF 166.76 FEET;
(14) SOUTH 23 DEGREES 53 MINUTES 26 SECONDS EAST, FOR A DISTANCE OF 285.92 FEET;
(15) NORTH 85 DEGREES 48 MINUTES 19 SECONDS EAST, FOR A DISTANCE OF 196.69 FEET;
(16) SOUTH 23 DEGREES 53 MINUTES 18 SECONDS EAST, FOR A DISTANCE OF 32.00 FEET;
(17) NORTH 85 DEGREES 43 MINUTES 14 SECONDS EAST, FOR A DISTANCE OF 447.85 FEET;
(18) NORTH 77 DEGREES 02 MINUTES 48 SECONDS EAST, FOR A DISTANCE OF 175.09 FEET;
(19) NORTH 89 DEGREES 13 MINUTES 40 SECONDS EAST, FOR A DISTANCE OF 742.38 FEET TO THE WEST LINE OF FARM-TO-MARKET ROAD 1388 AT THE MOST EASTERLY NORTHEAST CORNER OF SAID 341.3 ACRE TRACT AT THE SOUTHEAST CORNER OF SAID WINDSOR PARK ADDITION;

THENCE ALONG THE WEST LINE OF FARM-TO-MARKET ROAD 1388, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

(1) SOUTH 5 DEGREES 20 MINUTES 46 SECONDS EAST, FOR A DISTANCE OF 224.49 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A DELTA ANGLE OF 2 DEGREES 34 MINUTES 07 SECONDS, A RADIUS OF 909.93 FEET AND A LONG CHORD THAT BEARS SOUTH 4 DEGREES 07 MINUTES 19 SECONDS EAST, FOR A DISTANCE OF 40.79 FEET;
(2) SOUTHERLY ALONG SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 40.79 FEET TO THE NORTHEAST CORNER OF THE BOBBY G. McDANIELS CALLED 3.618 ACRE TRACT AS DESCRIBED IN VOLUME 4090, PAGE 408, (D.R.K.C.T.);

THENCE SOUTH 89 DEGREES 55 MINUTES 42 SECONDS WEST, FOR A DISTANCE OF 260.02 FEET TO THE NORTHWEST CORNER OF SAID 3.618 ACRE TRACT;

THENCE SOUTH 6 DEGREES 50 MINUTES 07 SECONDS WEST, ALONG THE WEST LINE OF SAID 3.618 ACRE TRACT AND THE M.R. WILLIAMS & C.L. WILLIAMS CALLED 1.822 ACRE TRACT AS DESCRIBED IN VOLUME 4244, PAGE 471, (D.R.K.C.T.), FOR A DISTANCE OF 1,024.53 FEET TO THE NORTH LINE OF THE T.U. ELECTRIC CALLED 2.54 ACRE TRACT AS DESCRIBED IN VOLUME 1083, PAGE 573, (D.R.K.C.T.) AT THE EASTERLY SOUTHEAST CORNER OF SAID 341.3 ACRE TRACT AND THE COMMON SOUTHWEST CORNER OF THE JUST-MENTIONED 1.822 ACRE TRACT;

THENCE ALONG THE SOUTH LINE OF SAID 341.3 ACRE TRACT AND THE COMMON NORTH LINE OF SAID 2.54 ACRE TRACT AND THE BRIAN WILLIAM CHAMBERS & CATHY JAN CHAMBERS CALLED 46.897 ACRE TRACT AS DESCRIBED IN VOLUME 6165, PAGE 234, (D.R.K.C.T.) AND THE MARGARET STIRLING CALLED 52.717 ACRE TRACT AS DESCRIBED IN VOLUME 980, PAGE 588, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

(1) SOUTH 89 DEGREES 08 MINUTES 50 SECONDS WEST, FOR A DISTANCE OF 892.34 FEET;
(2) SOUTH 86 DEGREES 36 MINUTES 58 SECONDS WEST, FOR A DISTANCE OF 1,997.43 FEET;
(3) SOUTH 88 DEGREES 29 MINUTES 47 SECONDS WEST, FOR A DISTANCE OF 844.28 FEET;

THENCE NORTH 00 DEGREES 35 MINUTES 08 SECONDS WEST, LEAVING SAID COMMON LINE AND GOING OVER AND ACROSS SAID 341.3 ACRE TRACT, A DISTANCE OF 1916.89 FEET TO THE SOUTH LINE OF STATE HIGHWAY 34;

THENCE ALONG THE SOUTH LINE OF STATE HIGHWAY 34, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

(1) NORTH 75 DEGREES 26 MINUTES 07 SECONDS EAST, FOR A DISTANCE OF 312.28 FEET;
(2) NORTH 89 DEGREES 13 MINUTES 10 SECONDS EAST, FOR A DISTANCE OF 1,142.73 FEET TO THE POINT OF BEGINNING AND CONTAINING 134.12 ACRES OF LAND, MORE OR LESS.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That Martha Brown does hereby adopt this plat designating the hereinabove described property as Windsor Park 2, an addition to the City of Kaufman, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets and alleys shown thereon. The streets and alleys are dedicated for street purposes. The Easements and public use areas, as shown, are dedicated, for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the Easements as shown, except that landscape improvements may be placed in Landscape Easements, if approved by the City of Kaufman. In addition, Utility Easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the Public's and City of Kaufman's use thereof. The City of Kaufman and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said Easements. The City of Kaufman and public utility entities shall at all times have the full right of Ingress and Egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Kaufman, Texas

WITNESS, my hand, this the ________ day ______________________, 2022.

BY: ________________________________
Martha Brown, Owner

STATE OF TEXAS §
COUNTY OF KAUFMAN §

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Martha Brown, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they each executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this ______ day of ______________________, 2022.

____
Notary Public in and for the State of Texas

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

That I, Daniel Chase O'Neal, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon as set were properly placed under my personal supervision in accordance with the Subdivision Ordinance of the City of Kaufman.

Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

____
DANIEL CHASE O'NEAL
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS NO. 6570

STATE OF TEXAS §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this date personally appeared Daniel Chase O'Neal, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this ______ day of ______________________, 2022.

____
Notary public for the State of Texas
My commission expires:

APPROVAL CERTIFICATE

APPROVED BY: PLANNING AND ZONING COMMISSION
CITY OF KAUFMAN, TEXAS

____
CHAIRMAN

____
DATE

APPROVED BY: CITY COUNCIL
CITY OF KAUFMAN, TEXAS

______________ ______________
MAYOR DATE

ATTEST:

______________ ______________
CITY SECRETARY DATE

NOTES:

1. All bearing shown here on are based on the Texas State Plane Coordinate System of 1983 (2011), North Central Zone (4202).
2. A 1/2-inch iron rod with red cap stamped "ONEAL 6570" will be set at all boundary corners, lot corners, points of curvature, points of tangency and angle points in public rights-of-way when possible unless otherwise shown or noted in this drawing, after all construction for this subdivision has been completed.
3. By graphical plotting, part of the parcel described hereon lies within Zone A, a Special Flood Hazard Area inundated by 100-year flood, as delineated on the Kaufman County, Texas and Incorporated Areas, Flood Insurance Rate Map, Map Number 48257C0325D, dated July 3, 2012, published by the Federal Emergency Management Agency (FEMA). The Surveyor utilized the above referenced floodplain information for this determination and the Surveyor does not certify that revised floodplain information has or has not been published by FEMA or some other source. On occasion, greater floods can and will occur and flood heights may be increased by man-made or natural causes. The above flood statement shall not create liability on the part of the surveyor.
4. This plat does not alter or remove existing deed restrictions, if any, on this property.
5. All Common Area Lots and all improvements thereon, entryway features, screening devices along SH 34; FM 1388 and S Washington Street; and drainage facilities and associated screening shall be owned and maintained by the Homeowners Association.
6. Blocking the flow of water in drainage easements and filling or obstruction of drainage facilities or floodways with fencing, streets, bushes, structures, trash, debris, etc. is prohibited. Maintenance of drainage easements and drainage facilities will be the responsibility of the individual lot owners and/or the Homeowners Association. The City of Kaufman will not be responsible for the maintenance and operation of said drainage easements or facilities or for the control of erosion. The City of Kaufman will not be responsible for any damage, personal injury, or loss of life or property occasioned by flooding or flooding conditions.

CURVE TABLE

CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD BEARING	CHORD
C1	2°34'07"	909.93'	20.40'	40.79'	N 04°07'19" W	40.79'
C2	19°43'06"	628.25'	109.19'	216.21'	S 10°38'23" E	215.15'
C3	3°23'49"	1040.00'	30.84'	61.68'	S 22°11'50" E	61.69'
C4	6°26'08"	800.00'	44.98'	89.86'	S 27°09'49" E	89.81'
C5	3°23'49"	1225.00'	36.32'	72.63'	S 22°11'50" E	72.62'
C6	23°30'44"	540.00'	112.38'	221.60'	N 12°08'24" W	220.05'
C7	3°23'49"	855.00'	25.35'	50.68'	S 22°11'50" E	50.69'
C8	3°23'49"	565.00'	16.75'	33.50'	S 22°11'50" E	33.49'
C9	19°43'06"	250.00'	43.45'	86.04'	S 79°21'37" W	85.61'
C10	23°30'43"	250.00'	52.03'	102.59'	N 77°51'37" E	101.87'
C11	23°30'44"	250.00'	52.03'	102.59'	N 12°08'24" W	101.87'
C12	17°01'12"	625.00'	93.52'	185.66'	N 57°35'39" E	184.98'
C13	40°08'20"	250.00'	91.34'	175.14'	S 69°09'13" W	171.58'
C14	19°36'59"	400.00'	69.13'	136.95'	S 75°54'45" W	136.28'
C15	17°45'35"	250.00'	39.05'	77.48'	N 13°09'29" W	77.17'
C16	8°40'28"	400.00'	30.34'	60.56'	N 81°23'01" E	60.50'
C17	12°10'52"	400.00'	42.68'	85.04'	S 83°08'14" W	84.88'
C18	24°12'45"	300.00'	64.35'	126.78'	N 78°39'58" W	125.84'
C19	23°30'43"	300.00'	62.43'	123.11'	S 78°18'57" E	122.25'
C20	18°15'22"	250.00'	40.17'	79.66'	S 14°45'27" E	79.32'
C21	7°41'17"	250.00'	16.80'	33.55'	N 87°00'31" W	33.52'
C22	18°15'22"	250.00'	40.17'	79.66'	S 14°45'27" E	79.32'
C23	6°54'25"	800.00'	48.28'	96.44'	N 03°22'54" E	96.38'

LINE TABLE

NO.	DIRECTION	DISTANCE
L1	S 06°19'20" E	149.77'
L2	N 69°56'29" E	99.59'
L3	N 89°07'43" E	122.75'
L4	S 20°10'32" E	11.30'
L5	S 00°45'33" E	100.25'
L6	N 89°15'13" E	80.37'
L7	N 01°00'27" W	100.09'
L8	N 89°19'22" E	80.00'
L9	S 00°42'09" E	99.87'
L10	N 89°23'19" E	79.96'
L11	N 00°40'51" W	99.96'
L12	N 89°19'54" E	166.76'
L13	S 23°53'18" E	32.00'
L14	N 69°30'04" E	5.73'
L15	S 34°21'37" W	18.34'

LINE TABLE

NO.	DIRECTION	DISTANCE
L16	S 68°53'45" E	21.21'
L17	N 44°36'58" E	21.21'
L18	S 00°23'02" E	45.00'
L19	N 32°51'37" E	17.94'
L20	N 57°08'23" W	27.38'
L21	N 20°17'39" W	16.10'
L22	N 85°57'00" E	26.04'
L23	N 32°51'37" E	17.94'
L24	N 57°08'23" W	27.38'
L25	N 32°37'51" E	17.88'
L26	N 42°00'32" W	19.92'
L27	S 83°09'53" E	45.00'
L28	N 32°37'51" E	17.88'
L29	N 89°13'23" E	10.05'
L30	S 00°23'02" E	45.00'

NOTICE: Selling a portion of this addition by metes and bounds is a violation of City Ordinance and State Law, and is subject to fines and withholding of utilities and building permits.

DEVELOPER
ALTURA HOMES
5763 S.H. 205 SUITE 100
McLENDON-CHISHOLM, TX 75032
CONTACT: KEVIN WEBB
(214) 729-1969
kevinw@alturahomes.com

OWNER
MARTHA BROWN
7306 DELOACHE AVE
DALLAS, TX 75225
CONTACT: KEVIN WEBB
(214) 729-1969
kevinw@alturahomes.com

LAND SURVEYOR
O'NEAL SURVEYING COMPANY
205 WINDCO CIRCLE, SUITE 100
WYLIE, TX 75098
TBPLS Firm No. 10194132 JOB NO. 21059
daniel.oneal@onealsurveying.com
(903) 804-2881

For Review Proposes Only

PRELIMINARY PLAT
WINDSOR PARK 2
BEING
134.12 ACRES
447 RESIDENTIAL LOTS
11 COMMON AREA LOTS

SITUATED IN THE
D. FALCON SURVEY, A-151
CITY OF KAUFMAN ETJ, KAUFMAN COUNTY, TEXAS

ENGINEERING CONCEPTS & DESIGN, L.P.

DENSITY: 3.34 LOTS/ACRE

City of Kaufman

Meeting Date: 06-27-2022	Date: 06-24-22	Item #: 3	Dept. Development Services

☐ **Consent** ☒ **Action** ☐ **Discussion**

SUBJECT:
Consider and take appropriate action on the **Land Study and Preliminary Plat of the Enclave at Kings Fort**, being a tract of land containing 41.00 acres (Property ID 57208), situated in the D. Falcon Survey, Abstract No. 151, City of Kaufman, Kaufman County, Texas. The property is zoned Planned Development-7 ("PD-7") and is generally located on the east side of Tabor Parkway, approximately 1,300 feet south of Kings Fort Parkway and 850 feet north of Dillard Lane. The preliminary plat is for 215 residential lots and 6 common area lots. (Case No. PP-03-22)

BACKGROUND:
See the attached June 27, 2022 Planning and Zoning Commission Report.

Author:	**Reviewed:**
Andrew Bogda, Planning Manager	**Mike Slye, City Manager**

Cost: N/A	**Funds Available:** N/A	**Source:** N/A

Recommendation: The Planning and Zoning Commission will consider the item at their meeting on June 27, 2022 at 5:00pm. The Commission's recommendation will be reported verbally to the City Council by staff at the meeting.

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

Planning and Zoning Commission Report

Meeting Date: June 27, 2022

SUBJECT: Consider and make a recommendation to City Council on the **Land Study and Preliminary Plat of the Enclave at Kings Fort**, being a tract of land containing 41.00 acres (Property ID 57208), situated in the D. Falcon Survey, Abstract No. 151, City of Kaufman, Kaufman County, Texas. The property is zoned Planned Development-7 ("PD-7") and is generally located on the east side of Tabor Parkway, approximately 1,300 feet south of Kings Fort Parkway and 850 feet north of Dillard Lane. The preliminary plat is for 215 residential lots and 6 common area lots. (Case No. PP-03-22)

SUMMARY:

The subject property includes 41.00 acres located on the east side of Tabor Parkway, south of the Shops at Kings Fort commercial development and north of the Georgetown at Kings Fort single-family residential development. In 2002, the subject property was zoned Planned Development (PD-7), as part of the larger Kings Fort area. For this tract, SF-6 (5,000 sq. ft.) Single-Family Residential zoning was applied, which follows the general parameters for SF-6 zoning, but with certain exceptions, including:

- A reduced lot area of 5,000 sq. ft.
- A reduced lot width of 50 feet
- A reduced interior side yard of 5 feet
- A reduced rear yard of 10 feet
- An increased maximum lot coverage of 50%
- A provision to allow 20% of the lots to have a reduced minimum dwelling area of 1,100 sq. ft.

The proposed preliminary plat is for the development of 215 single-family residential lots and 6 common area lots. A corresponding land study was prepared, which provides for a mix of lot sizes and some open space. 126 lots (58.6%) will be between 5,000 – 6,000 sq. ft. in size, 58 lots (27%) will be between 6,000 – 7,000 sq. ft. in size, and 31 lots (14.4%) will have a lot size of 7,000 sq. ft. or greater. The larger lots will be concentrated along the frontage of the development (along Tabor Parkway) and along the south side of the development adjacent to the Georgetown development. The development will have a gross density of 5.24 lots per acre.

Lot 46X of Block A (28,802 sq. ft.) is intended to provide for a trailhead and corresponding amenities; a pedestrian access easement is included to allow for connection to the public trail proposed to the east as included in the Kaufman Trail Concept Master Plan. Lot 14X of Block E (6,293 sq. ft.) will include the community mail box. The remaining open space lots will provide for landscaping and entryway features along the frontage of the development.

The property will have three access points, two on Tabor Parkway (Alamo Drive and Worth Drive), and one connection to the Georgetown neighborhood (Kings Street). The northernmost access point on Tabor Parkway (Alamo Drive) will include a divided boulevard section.

The property will mostly drain to the east, tying into the existing north-south drainage channel located immediately to the east of the property, with two drainage easements to accommodate the flow.

The development is planned to be completed in one phase.

THOROUGHFARE PLAN:
The subject property is located on the east side of Tabor Parkway, which is classified as a minor arterial (Type B; 3 – 4 lanes), with an ultimate right-of-way of 100' – 120'. 100' of right-of-way for Tabor Parkway already exists and no additional dedication will be required.

This plat also includes the necessary rights-of-way for internal streets. Most streets will have the standard right-of-way of 50'. Kings Street will have a right-of-way of 60', continuing the right-of-way width established in Georgetown at Kings Fort. In addition, the access streets to Tabor Parkway (Alamo Drive and Worth Drive) will have a right-of-way of 80' at the entrances. Alamo Drive will include a divided entryway.

RECOMMENDATION:
Staff recommends approval of the Land Study and Preliminary Plat of the Enclave at Kings Fort.

ATTACHMENTS:
1. Location Map
2. Land Study of the Enclave at Kings Fort
3. Preliminary Plat of the Enclave at Kings Fort

Andrew Bogda, AICP, Planning Manager
972-932-2216 ext. 117 abogda@kaufmantx.org

Location Map

Enclave at Kings Fort

6/24/2022, 10:42:11 AM

Abstracts

Parcels

1:9,028

0 0.05 0.1 0.2 mi

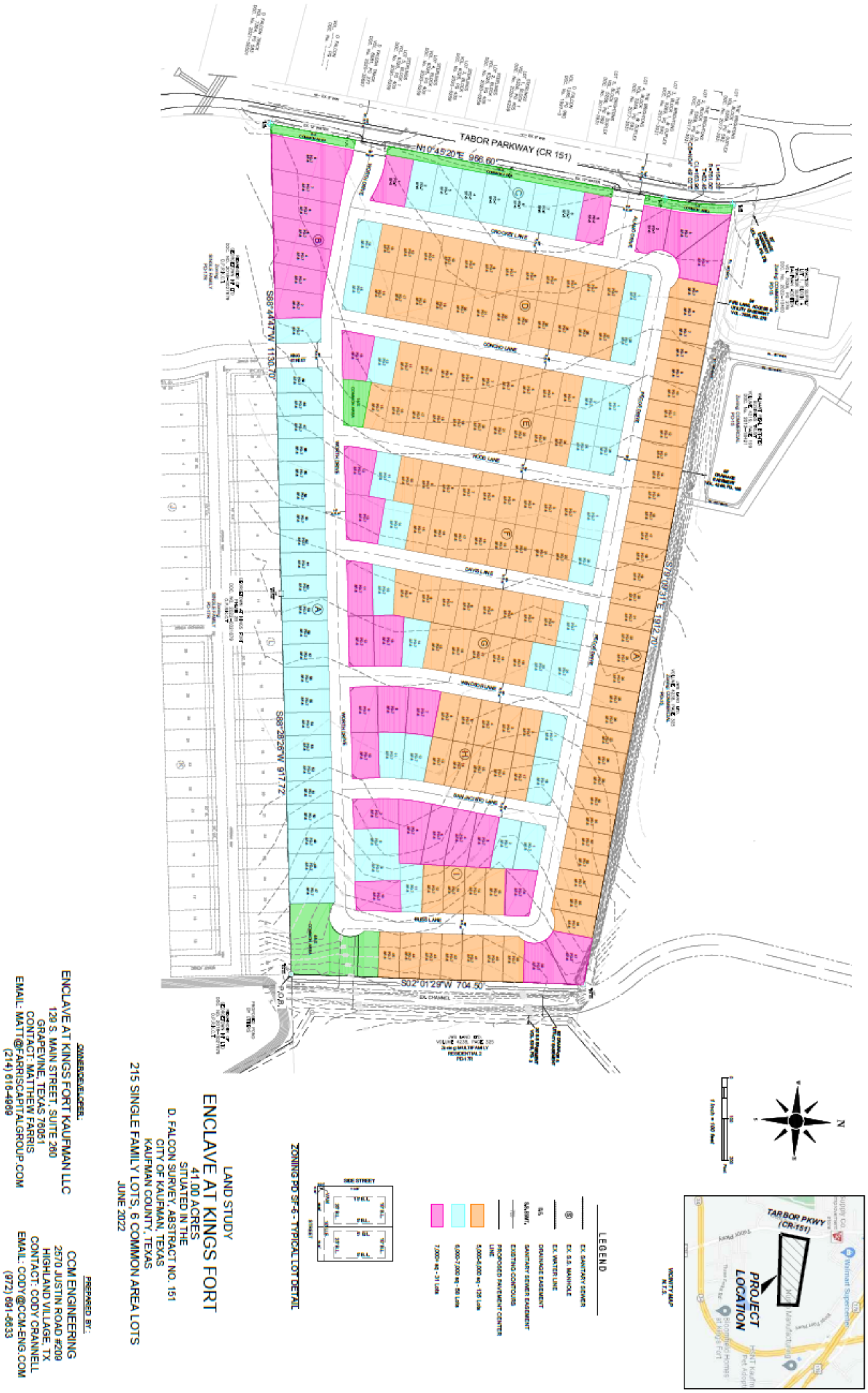
0 0.1 0.2 0.4 km

Maxar

Kaufman County Appraisal District, BIS Consulting - www.bisconsulting.com

Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of boundaries.

Land Study of Enclave at Kings Fort



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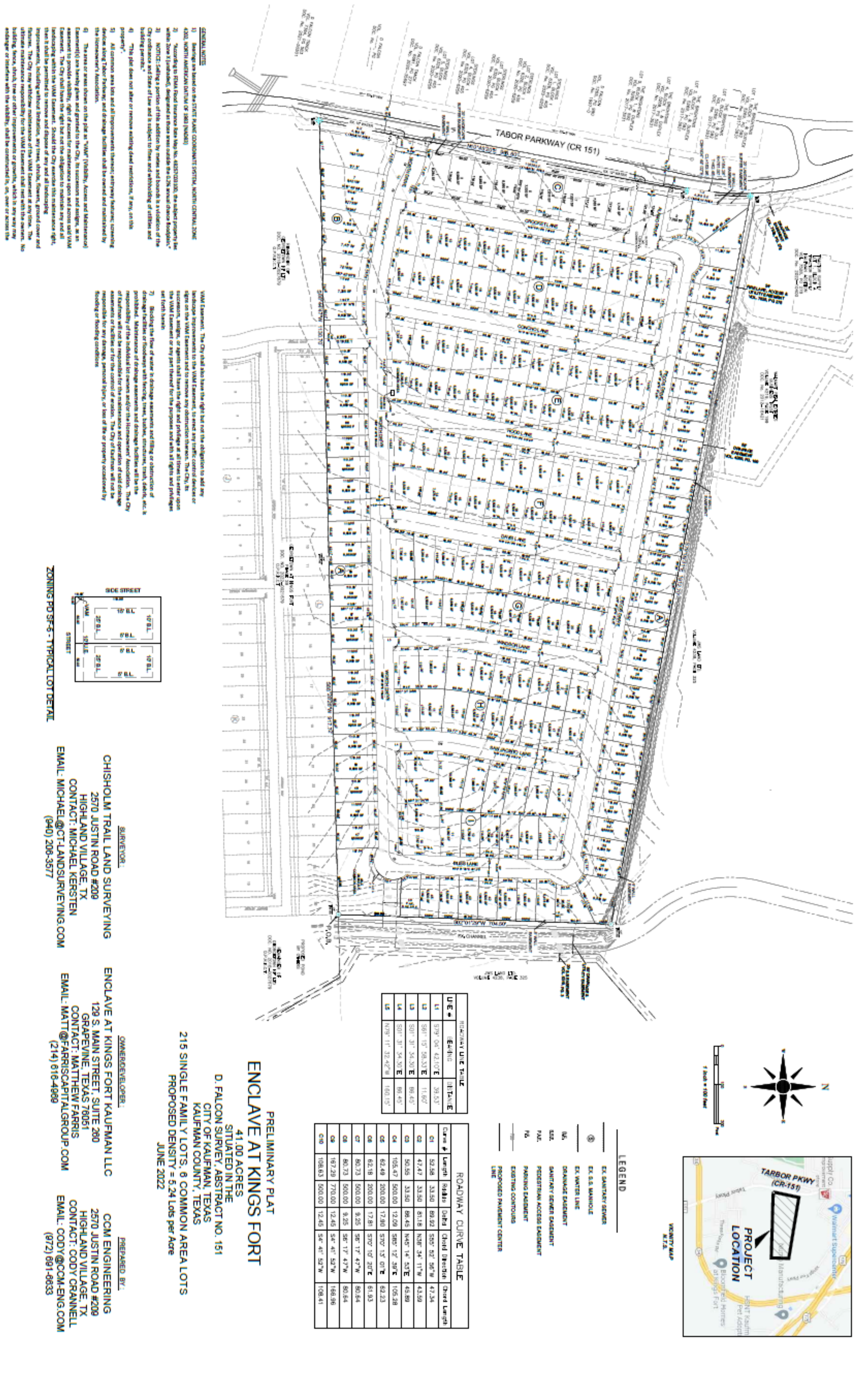
Preliminary Plat of Enclave at Kings Fort



City of Kaufman

Meeting Date: 06-27-2022	Date: 06-24-22	Item #: 4	Dept. Development Services

☐ **Consent** ☒ **Action** ☐ **Discussion**

SUBJECT:
Consider and take appropriate action on the **Final Plat of South Pointe at Kaufman Sports Village Addition**, being a tract of land containing 51.824 acres (Property ID 56876), situated in the D. Falcon Survey, Abstract No. 151, City of Kaufman, Kaufman County, Texas. The property is zoned Planned Development-18 ("PD-18") and is generally located on the north side of SH 34, the west side of FM 1388 (S. Houston St.), and the southeast side of S. Washington St. The final plat is for 2 lots and 10 blocks. (Case No. FP-07-22)

BACKGROUND:
See the attached June 27, 2022 Planning and Zoning Commission Report.

Author: **Andrew Bogda, Planning Manager**	**Reviewed:** **Mike Slye, City Manager**

Cost: N/A	**Funds Available:** N/A	**Source:** N/A

Recommendation: The Planning and Zoning Commission will consider the item at their meeting on June 27, 2022 at 5:00pm. The Commission's recommendation will be reported verbally to the City Council by staff at the meeting.

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

Planning and Zoning Commission Report

Meeting Date: June 27, 2022

SUBJECT: Consider and make a recommendation to City Council on the **Final Plat of South Pointe at Kaufman Sports Village Addition**, being a tract of land containing 51.824 acres (Property ID 56876), situated in the D. Falcon Survey, Abstract No. 151, City of Kaufman, Kaufman County, Texas. The property is zoned Planned Development-18 ("PD-18") and is generally located on the north side of SH 34, the west side of FM 1388 (S. Houston St.), and the southeast side of S. Washington St. The final plat is for 2 lots and 10 blocks. (Case No. FP-07-22)

SUMMARY:
The subject property includes 51.824 acres for the development of a mixed-use development known as South Pointe at Kaufman Sports Village Addition, the Planned Development (PD-18) zoning for which was approved on May 18, 2020. The subject property is located on the north side of SH 34, the west side of FM 1388 (S. Houston St.), and the southeast side of S. Washington St. The final plat is primarily intended to provide the necessary rights-of-way, easements, and lot dedications for public improvements. The blocks will be subdivided into separate lots upon the approval of site plans for the various uses.

The following two lots will be dedicated to the City for public improvements:

- Lot 1 of Block A for a water tower (0.7255 acres)
- Lot 1 of Block J for a sanitary sewer lift station (0.148 acres)

The preliminary plat for South Pointe at Kaufman Sports Village was approved on April 26, 2021. The final plat substantially conforms to the preliminary plat, with the following notable exceptions:

- The property in the southeast corner is being excluded from the plat
- The blocks are not being subdivided into separate lots at this time (with the exception of the lots to be dedicated to the City)
- Some of the easement locations have shifted

THOROUGHFARE PLAN:
The subject property is located on the north side of SH 34 and the southeast side of S. Washington St. SH 34 is classified as a principal arterial (Type AA; 4 – 6 lanes), with an ultimate right-of-way of 120' – 140'. S. Washington St. is classified as a major arterial (Type A; 4 – 6 lanes), with an ultimate right-of-way of 120'. The necessary rights-of-way already exist for SH 34 and S. Washington St. FM 1388 (S. Houston St.) is classified as a minor arterial (Type B; 3 – 4 lanes), with an ultimate right-of-way of 100' – 120'. 5' of right-of-way is being dedicated along S. Houston St. to accommodate a right-of-way of 100'. This plat also includes the necessary rights-of-way for internal streets. Sportsplex Drive will have a right-of-way of at least 75', while the other streets will have rights-of-way of 60'.

RECOMMENDATION:
Staff recommends approval of the Final Plat of South Pointe at Kaufman Sports Village Addition with the following condition:

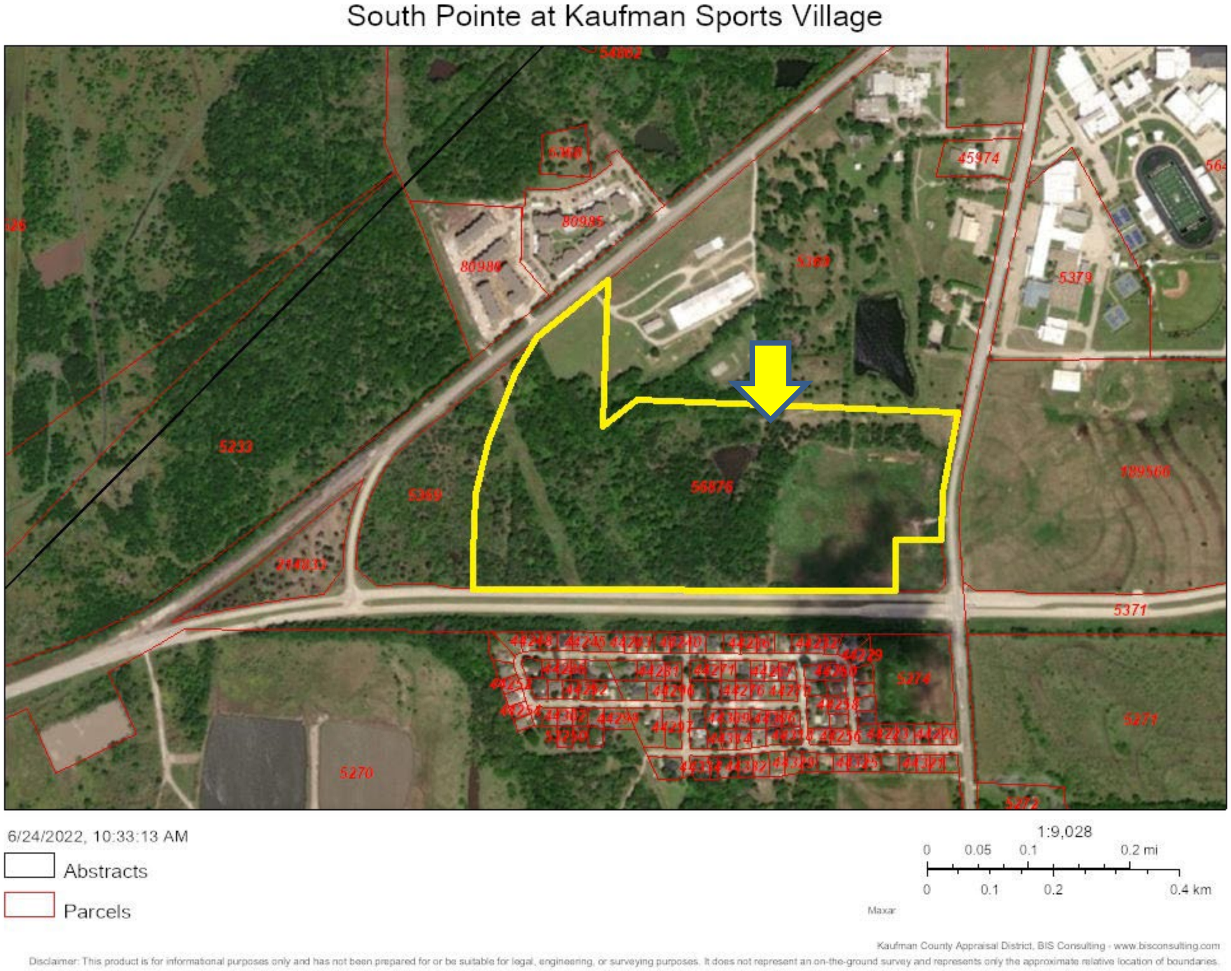
1. The Civil Plan staff review comments noted in a memo from the City Engineer dated June 18, 2022 are addressed to the City Engineer's satisfaction.

ATTACHMENTS:

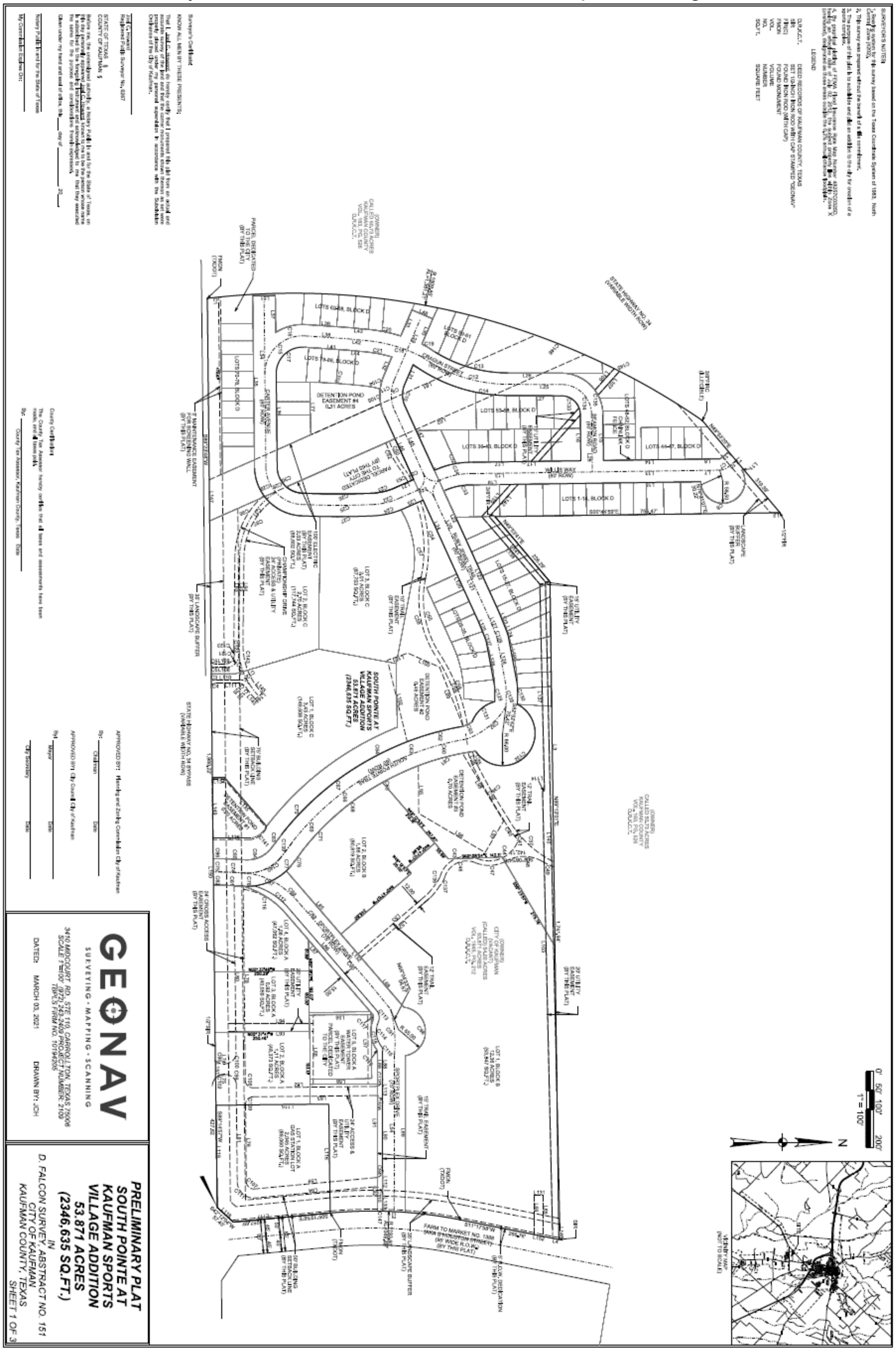
1. Location Map
2. Preliminary Plat and Land Study of South Pointe at Kaufman Sports Village Addition
3. Final Plat of South Pointe at Kaufman Sports Village Addition
4. Civil Plan staff review comments dated June 18, 2022

Andrew Bogda, AICP, Planning Manager
972-932-2216 ext. 117 abogda@kaufmantx.org

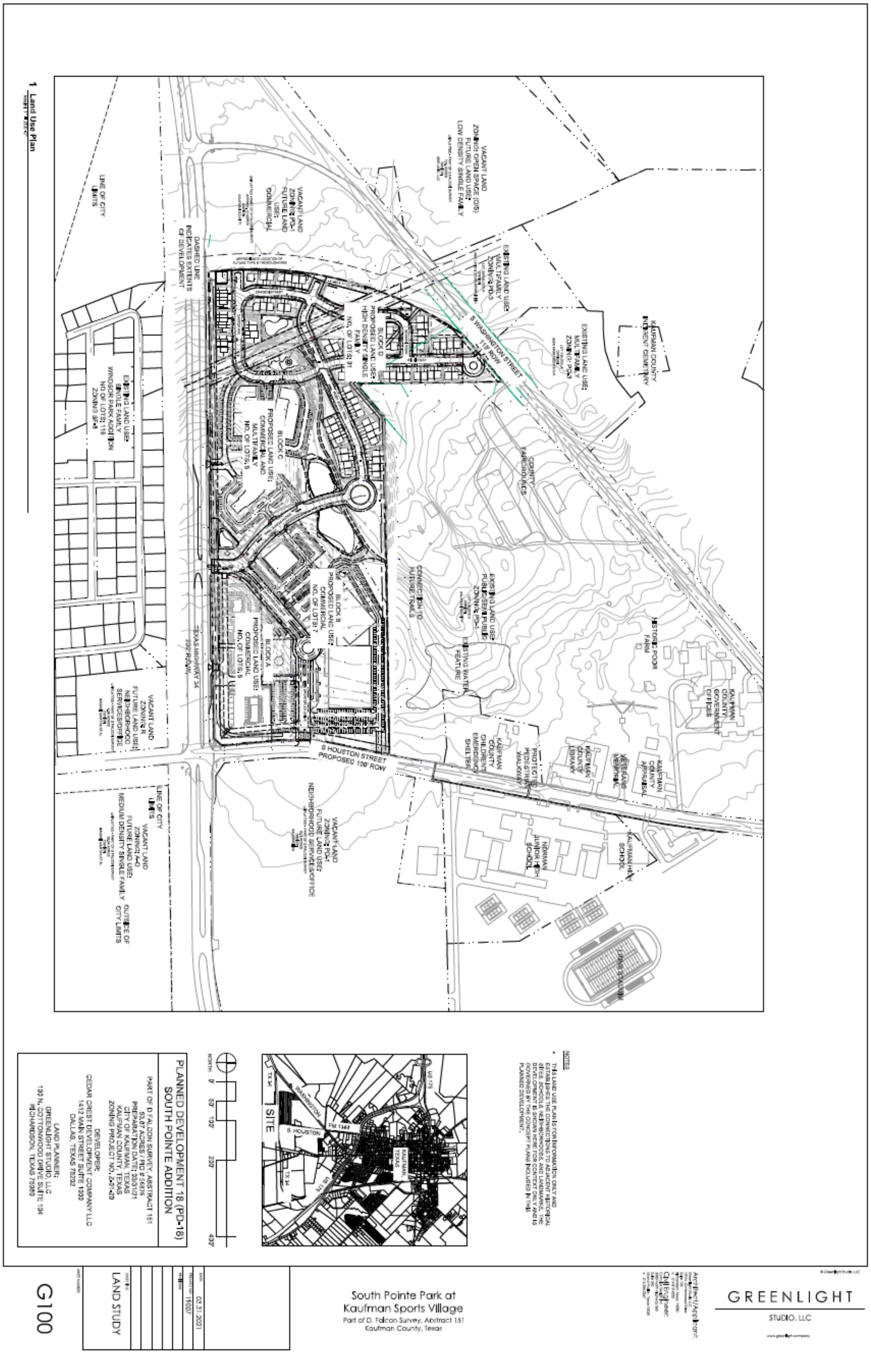
Location Map



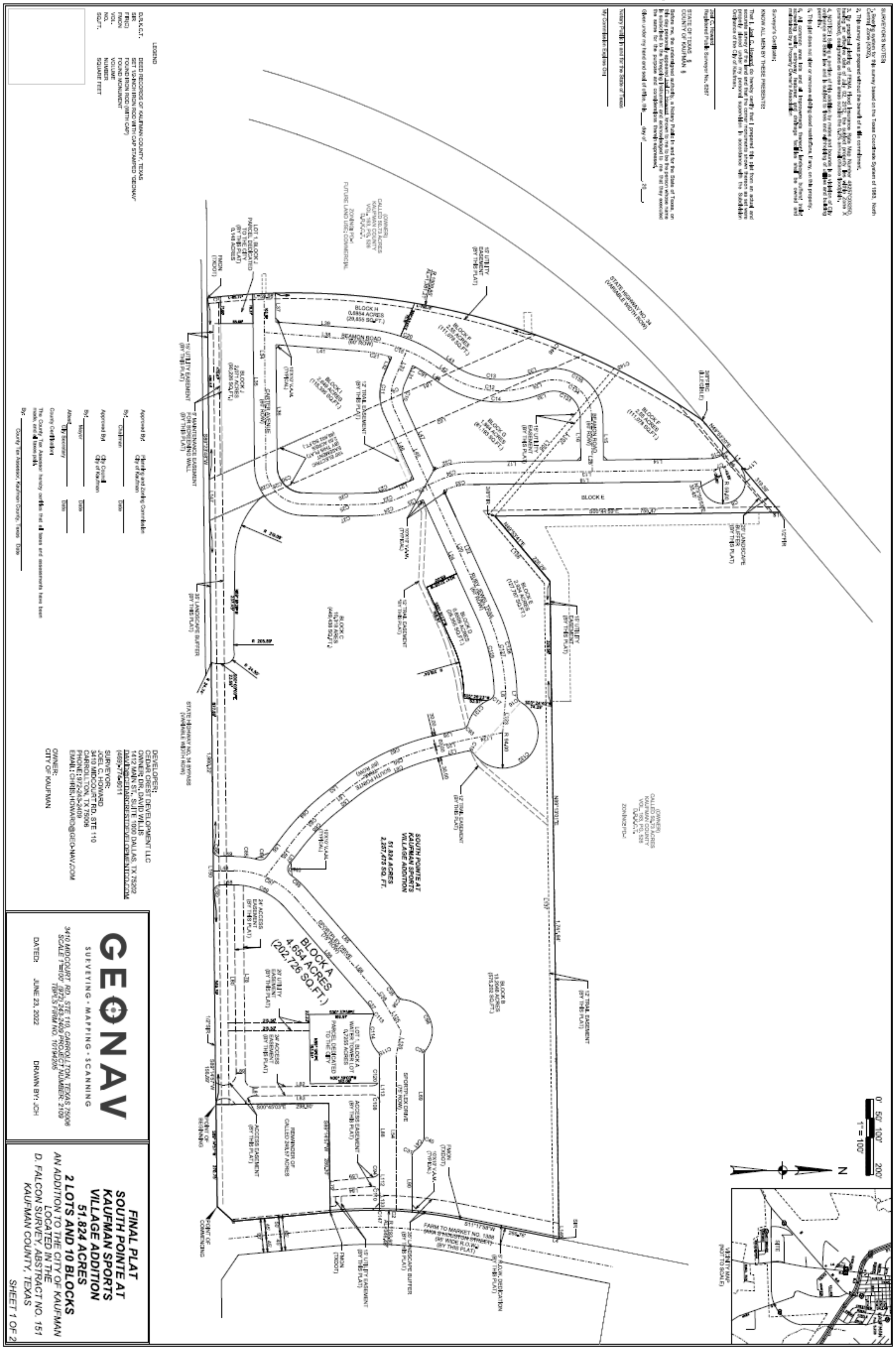
Preliminary Plat of South Pointe at Kaufman Sports Village Addition



Land Study of South Pointe at Kaufman Sports Village Addition



Final Plat of South Pointe at Kaufman Sports Village Addition



STATE OF TEXAS §
COUNTY OF KAUFMAN §

WHEREAS, the City of Kaufman is the Owner of a tract of land situated in the D. Falcon Survey, Abstract Number151, Kaufman County, Texas, and being part of that called 249,57 acre tract of land described in deed to Kaufman County, Texas, as recorded in Volume 163, Page 526 of the Deed Records of Kaufman County, Texas (D.R.K.C.T.), and being all of that tract of land described in deed to the City of Kaufman, ass recorded in Volume 1945, Page 212, D.R.K.C.T., and being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron rod with a yellow plastic cap stamped "GEONAV"(hereinafter referred to as "with cap") set for the south end of a corner clip at the intersection of the north right-of-way line of State Highway 34 Bypass and the west right-of-way line of F.M. 1388;

THENCE South 89 degrees 14 minutes 57 seconds West, along said north right-of-way line, a distance of 270.75 feet to a 1/2-inch iron rod with cap set for corner at the POINT OF BEGINNING;

THENCE South 89 degrees 14 minutes 57 seconds West, along said north right-of-way line, a distance of 156,89 feet to a 1/2-inch iron rod with cap set for corner;

THENCE South 85 degrees 23 minutes 48 seconds West, continuing along said north right-of-way line, a distance of 1980,22 feet to a TXDOT right-of-way monument for the beginning of a non-tangent circular curve to the right, having a radius of 1909,86 feet, whose chord bears North 13 degrees 51 minutes 11 seconds East, a distance of 1351.31 feet, said monument being at the intersection of said north right-of-way line and the east line of a tract of land to Kaufman County;

THENCE Northerly, along said east line of said Kaufman County and along said curve, through a central angle of 41 degrees 28 minutes 11 seconds, an arc distance of 1381,21 feet to a 3/8-inch iron rod with an illegible cap found for corner;

THENCE North 49 degrees 53 minutes 20 seconds East, along the south line of State Highway 34, a distance of 319,39 feet to a 1/2-inch iron rod found for corner;

THENCE South 00 degrees 44 minutes 59 seconds East, departing said right-of-way line and along the north line of said City of Kaufman tract, a distance of 755,47 feet to a 3/8-inch iron rod found for corner;

THENCE North 49 degrees 53 minutes 41 seconds East, continuing along said north line, a distance of 226,29 feet to a 3/8-inhc iron rod with an illegible cap;

THENCE North 89 degrees 13 minutes 01 seconds East, continuing along said north line, a distance of 1,741,94 feet to a 1/2-inch iron rod with cap set for the northeast corner of said Kaufman tract on the aforementioned west right-of-way line of FM 1388;

THENCE South 11 degrees 17 minutes 58 seconds West, along said west right-of-way line, a distance of 266,76 feet to a TXDOT right-of-way monument for the point of curvature of a tangent circular curve to the left having a radius of 1193,60 feet, whose chord bears South 02 degrees 59 minutes 01 seconds West, a distance of 345,28 feet;

THENCE Southerly, continuing along said west right-of-way line and along said curve, through a central angle of 16 degrees 37 minutes 54 seconds, an arc distance of 346,48 feet to a TXDOT monument found for corner;

THENCE South 89 degrees 14 minutes 57 seconds West, a distance of 289,30 feet to a 1/2-inch iron rod with cap set for corner;

THENCE South 00 degrees 45 minutes 03 seconds East, a distance of 298,90 feet to the POINT OF BEGINNING AND CONTAINING 2,257,475 square feet or 51,824 acres of land, more or less.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That CITY OF KAUFMAN acting herein by and through its duly authorized officers, does hereby adopt this plat designating the hereinabove described property as SOUTH POINTE AT KAUFMAN SPORTS VILLAGE ADDITION, an addition to the City of Kaufman, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets and alleys shown thereon. The streets and alleys are dedicated for street purposes. The Easements and public use areas, as shown, are dedicated, for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the Easements as shown, except that landscape improvements may be placed in Landscape Easements, if approved by the City of Kaufman. In addition, Utility Easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the Public's and City of Kaufman's use thereof. The City of Kaufman and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said Easements. The City of Kaufman and public utility entities shall at all times have the full right of ingress and Egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Kaufman, Texas WITNESS, my hand, this the ________ day of ________________, 20______.

BY:

____
Authorized Signature of Owner

____
Printed Name and Title

STATE OF TEXAS §
COUNTY OF KAUFMAN §

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared ______ and ________, Owners, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they each executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this _____ day of __________, 20______.

____
Notary Public in and for the State of Texas

____
My Commission Expires On:

Visibility, Access and Maintenance Easements:

The area or areas shown on the plat as "VAM" (Visibility, Access and Maintenance) Easement(s) are hereby given and granted to the City, its successors and assigns, as an easement to provide visibility, right of access for maintenance upon and across said VAM Easement. The City shall have the right but not the obligation to maintain any and all landscaping within the VAM Easement. Should the City exercise this maintenance right, then it shall be permitted to remove and dispose of any and all landscaping improvements, including without limitation, any trees, shrubs, flowers, ground cover and fixtures. The City may withdraw maintenance of the VAM Easement at any time. The ultimate maintenance responsibility for the VAM Easement shall rest with the owners. No building, fence, shrub, tree or other improvements or growths, which in any way may endanger or interfere with the visibility, shall be constructed in, on, over or across the VAM Easement. The City shall also have the right but not the obligation to add any landscape improvements to the VAM Easement, to erect any traffic control devices or signs on the VAM Easement and to remove any obstruction thereon. The City, its successors, assigns, or agents shall have the right and privilege at all times to enter upon the VAM Easement or any part thereof for the purposes and with all rights and privileges set forth herein.

Fire Lanes"

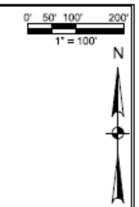
That the undersigned does hereby covenant and agree that he (they) shall construct upon the fire lane easements, as dedicated and shown hereon, a hard surface and that he (they) shall maintain the same in a state of good repair at all times and keep the same free and clear of any structures, fences, trees, shrubs, or other improvements or obstruction, including but not limited to the parking of motor vehicles, trailers, boats or other impediments to the access of fire apparatus. The maintenance of paving on the fire lane easements is the responsibility of the owner, and the owner shall post and maintain appropriate signs in conspicuous places along such fire lanes, stating "Fire Lane, No Parking." The police or his duly authorized representative is hereby authorized to cause such fire lanes and utility easements to be maintained free and unobstructed at all times for fire department and emergency use.

Access Easements;

The undersigned does covenant and agree that the Access Easement may be utilized by any person or the general public for ingress and egress to other real property, and for the purpose of General Public vehicular and pedestrian use and access, and for Fire Department and emergency use in, along, upon and across said premises, with the right and privilege at all times of the City of Kaufman, its agents, employees, workmen and representatives having ingress, egress, and regress in, along, upon and across said premises.

Drainage Easements and Facilities:

Blocking the flow of water in drainage easements and filling or obstruction of drainage facilities or floodways with fencing, trees, bushes, structures, trash, debris, etc, is prohibited. Maintenance of drainage easements and drainage facilities will be the responsibility of the individual lot owners and/or the Homeowners' Association. The City of Kaufman will not be responsible for the maintenance and operation of said drainage easements or facilities or for the control of erosion. The City of Kaufman will not be responsible for any damage, personal injury, or loss of life or property occasioned by flooding or flooding conditions.



GEONAV
SURVEYING • MAPPING • SCANNING
3410 MIDCOURT RD., STE 110, CARROLLTON, TEXAS 75006
SCALE 1"=100' (972) 243-2409 PROJECT NUMBER: 2109
TBPLS FIRM NO. 10194205
DATED: JUNE 23, 2022 DRAWN BY: JCH

FINAL PLAT
SOUTH POINTE AT
KAUFMAN SPORTS
VILLAGE ADDITION
51.824 ACRES
2 LOTS AND 10 BLOCKS
AN ADDITION TO THE CITY OF KAUFMAN
LOCATED IN THE
D. FALCON SURVEY, ABSTRACT NO. 151
KAUFMAN COUNTY, TEXAS
SHEET 2 OF 2

tnp

www.tnpinc.com

engineers
surveyors
landscape architects

TEXAS
Fort Worth
Denton
Allen
Heath
Katy

GEORGIA
Blairsville

PLAN REVIEW

To: City of Kaufman

From: Philip C. Varughese, P.E. & Jared Horst, P.E.

Date: June 18, 2022

RE: **South Pointe – Public Infrastructure – 3rd Submittal**

The following comments represent a review by TNP on the civil construction plans prepared Global Civil Solutions, Inc.. It is the intent of this review to provide the engineer and developer the requirements that are consistent with the City Standards and Regulations for development and construction. In addition, the design engineer must confirm that his design conforms to TCEQ and International Plumbing Code. The comments noted below must be addressed and resubmitted for confirmation.

PLEASE PROVIDE A WRITTEN MEMO WITH THE COMMENTS AND HOW EACH COMMENT HAS BEEN ADDRESSED.

General Comments for All Sheets

1. These comments may not be comprehensive and additional comments may be necessary as a result of addressing the comments noted below.
2. Permission must be obtained for work within the electric company right-of-way.
3. Provide cost estimates for public improvements for verification of City fees (surety and engineering inspection fees) that will be assessed for this project.

Final Plat

1. Reference the separate memo for Final Plat submittal. Make sure all easements and ROW shown on the engineering plan matches in the Final Plat submittal.

Paving Plan & Profile (Sheets 13-23)

1. **Outstanding comment:** Provide approval by Oncor of the improvements crossing their infrastructure and easement. Is the Oncor Easement existing or proposed? Is there an existing easement across the property.

Grading Plans (Sheets 24-33)

1. **Outstanding comment:** Significant offsite grading is shown. Will this be handled with easements or letters of permission? Provide permission letters.

Drainage General Comments:

1. Provide proof of Variance Request for the following items:
   a. Offsite discharges not calculated for the 100-YR Fully Developed condition.
   b. Storm drain HGL does not have 1-ft of freeboard in select locations
   c. No detention pond maintenance ramps
   d. No detention pond emergency spillways

2. Provide Letter of Permissions for all locations where offsite grading takes place.

3. A Drainage Easement will be needed for all offsite channels/ditches. Please follow the City's criteria for easement delineations.

Drainage Area Maps (Sheets 38-41):

1. A letter of permission for any offsite grading downstream of Outfall A1 will be needed prior to approval. Verify that the graded channel will have adequate capacity for the 100-YR discharge and that it maintains 1-ft of freeboard from the top of bank elevation.

2. Address markups on Sheet 40.
   a. Please revise drainage basin delineations as they do not match the proposed grading shown in these sheets at Basin A1-3 and A1-1
   b. Offsite Ditch located in Basin DT1* appears to not have continuous channel grading. Please revise contours 414' and 415' at the upstream end of the channel
   c. There appears to be a large sump graded in Basin B3-14. Please add a storm drain inlet or regrade to provide positive drainage on lot.
   d. Basins A2-1 and B6-2 (outlined in BLUE) do not appear to be graded toward the proposed storm drain stub-out. Verify that the stub-out flowlines are set low enough for a future storm drain system to be connected to.
   e. It is unclear where the northern half of Basin B6-2 (outlined in YELLOW) is intended to drain in ultimate conditions. There does not appear to be enough grade for it to drain back to the stub-out in Ruby Jewel Trail. Please clarify the intentions of this area and revise drainage basins as necessary.

3. Please callout all positive overflow paths at every sag inlet.

Drainage Calculations (Sheets 42-51)

1. Include outlet pipe rating curves for each pond outfall structure on the detention pond sheets. It is unknown what the provided curves represent. Provide a rating curve for the hydraulic performance of each outlet pipe (27" RCP and 30" RCP) which prove that the chosen pipe size can discharge at the allowable release rate shown on the plan sheets. Based on my calculations, a 27" outlet pipe will discharge more than 17 cfs with the headwater of 4'. Similarly, a 30" outlet pipe will discharge far less than 77.5 cfs with a headwater of 7'. Also remember to account for the tailwater acting on the outlet from the downstream storm drain system.

Water Plan/ Profile (Sheets 106-122)

1. Provide a fire hydrant near Sta. 10+50 Water Line 1 (near the southwest corner of Beamon Road and Carter Avenue).

2. Move the fire hydrant at Sta. 4+50 Water Line 2 outside of Oncor Easement and place near Sta. 4+00 along Carter Avenue.

3. Move the fire hydrant at Sta. 7+66 Water Line 2 and place near Sta. 8+80 near the intersection of Ruby Jewel Trail and Carter Avenue.
4. Move the fire line tap at Sta. 15+30 Water Line 3 so that the detector check assembly is out of the pavement. The detector check assembly needs to be in the parkway and not pavement.

5. Move the fire line tap at Sta. 10+55 Water Line 4 so that the detector check assembly is out of the pavement. The detector check assembly needs to be in the parkway and not pavement.

Sanitary Sewer Lift Station (Sheets 123-127)

1. Recommend that the sanitary lift station be submitted as a separate package for review.

2. The proposed lift station and force main improvements will be required to be submitted to TCEQ for review.

Erosion Control (Sheets 190-192)

1. Provide proof and calculations that the concrete apron as part of the TXDOT end treatments are adequate for the velocities at each of the outfall locations. If more erosion protection are needed, then please show on sheets and provide calculations.

Meeting Date: 6/27/2022 **Date: 06/01/2022** **Item #: 5.** **Dept.: Administration**

Action Item

SUBJECT:

Consider and take appropriate action regarding Georgetown Phases 2A and 2B Facilities Agreement

BACKGROUND:

Similar to Phases 1A & 1B for the Georgetown Developmen, Facilities Agreement provides for Developer and City requirements to affect the construction of the final two phases of Georgetown residential subdivision (2A & 2B). Developer agrees to construct all infrastructure components to the final two phases (streets, utilities, storm drainage, etc. and provide for 3% of all public improvements inspections fee.

Author:
Mike Slye, City Manager

Reviewed:
Mike Slye, City Manager

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

Recommendation: Staff recommends approval of the Georgetown Phases 2A and 2B Facilities Agreement.

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

GEORGETOWN-PHASE 2A AND 2B
FACILITIES AGREEMENT

An AGREEMENT between the City of Kaufman, Texas (hereinafter referred to as the "CITY") and GEORGETOWN KF, Ltd. acting by and through its duly authorized representative (hereinafter referred to as the "DEVELOPER"), for the installation of public improvements and facilities within the City limits of Kaufman, Texas, for Georgetown-Phase 2A and Phase 2B, more particularly described as a tract of land consisting of approximately 47.537 acres of land, hereinafter being referred to collectively as the "PROJECT," and such public improvements being more particularly described in Section II of this AGREEMENT. It is understood by and between the parties that this AGREEMENT is applicable to the lot(s) contained within the Final Plat as presented to and approved by Planning & Zoning Commission on ______ __, 2022, and the City Council on June 27, 2022, and to the offsite improvements necessary to support the PROJECT, more particularly described in Section II of this AGREEMENT. It is further agreed that this AGREEMENT, when properly signed and executed, shall satisfy the requirements of the City's Subdivision Regulations.

I. GENERAL REQUIREMENTS

A. It is agreed and understood by the parties hereto that the DEVELOPER has employed a registered public surveyor licensed to practice in the State of Texas to prepare a final plat of the PROJECT.

   The Project is planned to be platted for Right of Way Dedication together with infrastructure improvements which allowed incidental and accessory uses.

B. It is agreed and understood by the parties hereto that the DEVELOPER has employed a civil engineer licensed to practice in the State of Texas for the design and preparation of the plans and specifications for the construction of all public improvements and facilities described in Section II and covered by this AGREEMENT. Unless otherwise specified herein, such plans and specifications shall be in accordance with the City's "Design Standards for Paving, Drainage and Utility Improvements" and the North Central Texas Council of Governments' (NCTCOG) Standard Specifications for Public Works Construction, as presently adopted.

C. The DEVELOPER shall award its own construction contract for the construction of all streets, water, sanitary sewer, and drainage public improvements and facilities for the completion of the Project. The DEVELOPER agrees to employ a construction contractor(s), said contractor(s) to meet CITY and statutory requirements for being insured, licensed, and bonded to perform work in public rights-of-way and to be qualified in all respects to bid on public streets and public projects of a similar nature. The

DEVELOPER agrees to submit contract documents to the CITY and participate in a pre-construction meeting with the CITY and all Developer contractors.

D. Prior to the execution of this Agreement, the commencement of construction, the filing of the Final Plat, or the issuance of any building permits, the DEVELOPER shall present to the CITY a performance bond(s), payment bond(s) and maintenance bond(s), meeting the requirements of Chapter 2253 of the Texas Government Code, and on a form acceptable to the City Attorney. Each bond shall individually guarantee and agree to pay an amount equal to one hundred percent (100%) of the value of the construction costs (as determined by the City Engineer) for all public improvements and facilities to be constructed by or on behalf of the DEVELOPER for the Project. Any surety company through which a bond is written shall be a surety company duly authorized to do business in the State of Texas, provided that the CITY, through the City Attorney, shall retain the right to reject any surety company as a surety for any work under this or any other DEVELOPER'S AGREEMENT regardless of such Company's authorization to do business in Texas. Approvals by the CITY shall not be unreasonably withheld or delayed.

1) As an alternative to providing a surety bond for performance and a surety bond for maintenance as specified hereinabove, DEVELOPER may provide financial assurances for performance and maintenance in the form of a cash deposit, a certificate of deposit, or irrevocable letter of credit. Provided however, that such alternative financial assurances shall only be allowed if each meets all requirements specified in Section 6.2 of the City of Kaufman Subdivision Regulations. All such alternative financial assurances must be on forms approved by the City Attorney.

2) As an alternative to the DEVELOPER providing a performance bond, payment bond, and maintenance bond, as specified above, DEVELOPER may provide financial assurances for performance, payment, and maintenance from a single general contractor for the Project, provided that such assurances meet all other requirements specified hereinabove and the City is named as a dual obligee on each such bond. Additionally, such alternative financial assurances shall only be allowed if each meets all requirements specified in Section 6.2 of the City of Kaufman Subdivision Regulations. All such alternative financial assurances must be on forms approved by the City Attorney.

E. The performance bond(s) shall be submitted in a form acceptable to the City Attorney guaranteeing the full and faithful completion of the facilities and improvements required under this Agreement for completion of the PROJECT to the CITY and provide for payment to the CITY of such amounts up to the total remaining amounts required for the completion of the PROJECT if the work is not completed as required hereunder.

F. The payment bond(s) shall be submitted in a form acceptable to the City Attorney guaranteeing payment of all labor and material costs of the Project and shall be furnished solely for the protection of all claimants supplying labor and material in the performance of the work provided for under this AGREEMENT. The maintenance bond(s) shall be submitted in a form acceptable to the City Attorney and guarantee the payment of any and all necessary maintenance of the Project for a period of two (2) years following acceptance of the public improvements and facilities by the CITY, in an amount equal to one hundred (100%) percent of the value of the construction costs of all the public improvements and facilities to be constructed under this Agreement in respect to the Project.

G. Any guarantee of performance, maintenance, or payment instrument (e.g., performance bond, payment bond, maintenance bond, letters of credit, and/or cash deposit or the like) (individually a "Guarantee" or collectively the "Guarantees") submitted by or through the DEVELOPER on a form other than the one which has been previously approved by the CITY as "acceptable" shall be submitted to the City Attorney at the DEVELOPER'S expense, and construction of the Project shall not commence until the City Attorney has approved such Guarantees. Approval by the CITY (and the City Attorney) shall not be unreasonably withheld or delayed. All such Guarantees shall be maintained in full force and effect until such time as the DEVELOPER has fully complied with the terms and conditions of this AGREEMENT as agreed to in writing by the CITY, and failure to keep same in force and effect shall constitute a breach of this AGREEMENT. Failure to maintain performance and payment Guarantees meeting the requirements of this AGREEMENT shall result in a stop work order being issued by the CITY. Additionally, all Guarantees furnished hereunder which expire prior to the completion of construction or applicable warranty periods shall be renewed in amounts designated by the CITY and shall be delivered to the CITY and approved by the CITY on or before the tenth (10th) banking day before the date of expiration of any than existing Guarantee. If the DEVELOPER fails to deliver any Guarantee to the CITY within the time prescribed herein, such failure shall constitute a breach of this AGREEMENT and shall be a basis for the CITY to draw on all or any portion of any existing Guarantee in addition to any or all other remedies available to the CITY. The DEVELOPER further agrees to release and forever hold the CITY harmless from any losses, damages and/or expenses incurred by the DEVELOPER for any delays due to the City's review of any Guarantee which is in a form other than one which has been previously approved by the CITY. The CITY requires the DEVELOPER to have all Guarantee forms approved prior to the commencement of work and construction of improvements.

H. It is further agreed and understood by the parties hereto that upon acceptance thereof by the CITY of all public improvements and facilities as described in

Section II of this Agreement, title to all such improvements and facilities shall be vested in the CITY, and the DEVELOPER hereby relinquishes any right, title, or interest in and to such improvements and facilities or any part thereof. It is further understood and agreed that until the CITY accepts such improvements and facilities, the CITY shall have no liability or responsibility with respect thereto. Acceptance of the improvements and facilities shall occur at such time as the CITY, through its Director of Development Services provides the DEVELOPER with a written acknowledgment that all improvements and facilities are complete, have been inspected and approved and are being accepted by the CITY.

I. The DEVELOPER'S Engineer has prepared detailed estimates of **FIVE MILLION FIVE HUNDRED FIFTY-THREE THOUSAND EIGHT HUNDRED NINTY AND NO/100 DOLLARS ($5,553,890.00)** for the cost of public and private improvements and facilities for this Project. The detailed cost estimates are a part of this AGREEMENT and are attached hereto as "Attachment A" and incorporated herein. The CITY shall not accept any construction improvements outside of the Project and the two (2) year warranty for such improvements shall not commence until all construction activities are completed and accepted by the CITY. The Payment, Performance and Maintenance Bonds provided by the DEVELOPER shall cover only the public improvements and facilities for this Project at a cost of **THREE MILLION ONE HUNDRED FOURTEEN THOUSAND THREE HUNDRED FORTY-SEVEN AND NO/100 DOLLARS ($3,114,347.00).** The detailed cost estimates for the public improvements only are a part of this AGREEMENT and are attached hereto as "Attachment A" and incorporated herein.

J. Upon CITY'S approval and acceptance of the final plat and the engineering plans, the final plat shall be recorded with the County Clerk of Kaufman County. Except as specifically provided herein, no building permits shall be issued for any lots in the Project until the final plat is filed, and the public improvements and facilities specified herein are completed and accepted by the CITY.

K. The DEVELOPER, DEVELOPER'S contractors (prime, general, and major subcontractors) and CITY, as well as any other third party deemed necessary by the CITY, shall participate in a pre-construction conference prior to the initiation of any work. At or prior to the pre-construction meeting, DEVELOPER shall provide the CITY with the following documents: 1) One (1) copy of all executed construction contracts; 2) List of all contractors/subcontractors and their project assignments; 3) Five (5) sets (and additional sets as necessary for any contractors) of approved construction plans and specifications. The list of contractors/subcontractors shall be updated within seven days of any changes. The DEVELOPER agrees to give the CITY at least twenty-four (24) hours prior written notice of his/her intent to commence construction of all public improvements and facilities, so that the CITY, if it so desires, may have its representatives available to inspect the beginning and continuing progress of all work. DEVELOPER shall submit all documentation evidencing that each of the Guarantees required under this Agreement have been provided and all required insurance has been obtained prior to the pre-construction meeting.

L. The DEVELOPER agrees to notify all contractors and subcontractors working on the PROJECT that all their work is subject to inspection by a CITY Inspector at any time, and that such inspection may require a certification by the contractors and subcontractors of the type, kind, and quality of materials used on the PROJECT.

M. Should any work or construction of improvements or facilities on the PROJECT which has not been contemplated in the current construction documents (plans and specifications), the plat, or this AGREEMENT, become necessary due to site conditions, then the DEVELOPER shall be required to contact in writing (with a copy to the City of Kaufman), with the City Engineer to determine how such work or construction should progress. The DEVELOPER further agrees to follow all reasonable recommendations and requirements imposed by the City Engineer in such instance. (Addresses for points of contact are as follows:)

City of Kaufman	Teague Nall & Perkins (TNP)–City Engineer
Mike Slye, City Manager	Philip C. Varughese, P.E.
3003 S. Washington	5237 N. Riverside Drive, Suite 100
Kaufman, Texas 76262	Fort Worth, Texas 76137
Phone: 972-932-2216	Phone: 817-336-5773
Fax: 972-932-0636	Fax: 817-336-2813
Email: mslye@kaufmantx.org	Email: pvarughese@tnpinc.com

N. The DEVELOPER agrees to cause all work and construction of improvements and facilities to be stopped upon twenty-four (24) hour notification from the City Engineer of nonconforming improvements, including the materials used and the methods of installation. The DEVELOPER further agrees to correct all nonconformities in accordance with the City Engineer’s instructions.

O. The DEVELOPER is encouraged not to convey title of any lots adjacent to the PROJECT area, until all construction in respect to the PROJECT required in Section II is complete and the CITY has approved and accepted the work and improvements in respect thereof. The DEVELOPER understands that, except as specifically provided herein, the CITY shall issue no building permits for improvements on any lot adjacent to the Project until all public improvements and facilities in respect to the Project are completed in accordance with this Agreement. Further, DEVELOPER agrees to inform all persons or entities purchasing the lots or any interest in the lots that, except as specifically provided herein, CITY shall not issue any building permits until all public improvements and facilities are completed in accordance with this Agreement.

P. After completion and prior to acceptance of all work, the DEVELOPER shall furnish to the CITY an affidavit of all bills paid.

II. PUBLIC AND PRIVATE IMPROVEMENTS AND FACILITIES TO BE CONSTRUCTED

A. The following public improvements and facilities are to be constructed and completed in accordance with the approved plans and specifications as described in Attachment “A.” Except as expressly provided otherwise, DEVELOPER shall be responsible for the construction and maintenance of all improvements and facilities for the Project until such improvements and facilities are approved and accepted by the City to be maintained by the City:

1) Water Distribution System.
2) Sanitary Sewer System.
3) Drainage and Storm Sewer System.
4) Street Paving – Streets shall be built to City standards.
5) Landscaping.
6) Fences/Walls/Retaining Walls.
7) Signs – Shall match with the existing street sign along existing Kings Fort Parkway and Walton Drive.
8) Driveways and Walkways – The DEVELOPER shall be responsible for the construction of sidewalks, handicap ramps and pathways as required in the City Ordinance.
9) Lights – Street lights shall be as designated on street light layout plan approved by City and submitted to TVEC. Street lights shall match with the existing street lights on existing Kings Fort Parkway and Walton Drive.
10) Common Areas and Open Space Lots – All common areas and open space lots outside PROJECT AREA will be maintained by the DEVELOPERS, and/or subsequent property or homeowner’s association, as applicable.

B. Other.

1. Bench marks to be located as shown on the approved plans.
2. Upon completion, three (3) sets of as-builts/record drawings, Electronic

copies in both PDF and DWG format (in a CD or Removable Drive) shall be submitted to the CITY before the acceptance of the public improvements and facilities.

3. Testing

   The DEVELOPER shall provide all geotechnical and materials tests required by the City Engineer and City Inspector at the DEVELOPER'S cost. Such tests shall be conducted by an independent laboratory acceptable to the CITY. All test results must be submitted and approved by the City Engineer prior the acceptance of the Public Improvements and facilities.

4. Permits

   The DEVELOPER shall pay a Community Facilities inspection fee in the amount of **NINETY-THREE THOUSAND FOUR HUNDRED THIRTY AND NO/100 DOLLARS ($93,430.00)** (3% of $3,114,347.00) to cover the cost of City inspection fees as related to the construction of the Project. As applicable, DEVELOPER shall be obligated to pay other CITY fees as set forth in the City's Schedule of Fees, as may be amended from time to time. The DEVELOPER shall be responsible for obtaining any other permits which may be required by other federal, state, or local authorities.

III. GENERAL PROVISIONS

A. The DEVELOPER agrees to furnish and maintain at all times prior to the City's final acceptance of the public improvements and community facilities for the Project, an owners protective liability insurance policy naming the CITY as insured for property damage and bodily injury in the following amounts: Coverage shall be on an "occurrence" basis and shall be issued with a combined bodily injury and property damage minimum limit of $600,000 per occurrence and $1,000,000 aggregate.

B. Exclusive venue of any action brought hereunder shall be in Kaufman, Kaufman County, Texas.

C. Approval by the City Engineer of any plans, designs or specifications submitted by the DEVELOPER pursuant to this AGREEMENT shall not constitute or be deemed to be a release of the responsibility and liability of the DEVELOPER, his engineer, employees, officers or agents with respect to the construction of any of the PROJECT'S improvements or facilities, or for the accuracy and competency of the PROJECT'S improvements and facilities design and specifications prepared by the DEVELOPER'S consulting engineer, his officers, agents, servants or employees, it being the intent of the parties that the approval by the City Engineer signifies the City's approval on only the general design concept of the improvements and facilities to be constructed. The DEVELOPER shall release, indemnify, defend and hold harmless the CITY, its officers, agents, servants and employees, from any demands, actions, causes of action, obligations, loss, damage, liability or expense, including attorneys fees and expenses, on account of or with respect to damage to property and injuries, including death, to any and all persons which may arise out of or result from any defect, deficiency or negligence in the construction of the PROJECT'S public improvements and facilities or with respect to the DEVELOPER'S Engineer's designs and specifications incorporated into any improvements and facilities constructed in accordance therewith, and the DEVELOPER shall defend at his own expense any suits or other proceedings brought against the CITY , its officers, agents, servants or employees, or any of them, on account thereof, and pay all expenses and satisfy all judgments which may be incurred or rendered against them or any of them in connection herewith. All responsibility and liability for drainage to adjacent and downstream properties from development of this PROJECT shall accrue to the DEVELOPER.

D. Liability for construction. The DEVELOPER, its successors, permittees, permitted assigns, vendors, grantees and/or trustees do hereby fully release and agree to indemnify, hold harmless and defend the CITY , its officers, agents, servants and employees from all losses, damage liabilities, claims, obligations, penalties, charges, costs or expenses of any nature whatsoever, for property damage, personal injury or death, resulting from or in any way connected with this contract or the construction of the improvements or facilities or the failure to safeguard construction work, or any other act or omission of the DEVELOPER or its contractors or subcontractors, their officers, agents, servants or employees related thereto.

E. Final Acceptance of Infrastructure. The CITY will not issue a Letter of Acceptance until all public facilities and improvements are completely constructed (Final Completion) to the satisfaction of the City Engineer or his agent. However, upon Substantial Completion, a "punch list" of outstanding items shall be presented to the Developer's contractor(s) indicating those outstanding items and their deficiencies that need to be addressed for Final Completion of the Improvements.

F. Neither this Agreement nor any part hereof or any interests, rights, or obligations herein, shall be assigned by the DEVELOPER without the express written consent of the City Council of the City of Kaufman.

G. All work performed under this AGREEMENT shall be completed within 18 months from the date hereof. In the event the work is not completed within the eighteen (18) month period, the CITY may, at its sole election, draw down or otherwise exercise its rights under or with respect to any Guarantee provided by the DEVELOPER and complete such work at DEVELOPER'S expense; provided, however, that if the construction under this AGREEMENT shall have started within the eighteen (18) month period, the CITY may agree to renew the AGREEMENT with such renewed AGREEMENT to be in writing and in compliance with the CITY policies in effect at that time. Notwithstanding the foregoing, in the event that the performance by either party of any of its' obligations or undertakings hereunder shall be interrupted or delayed by any occurrence and not occasioned by the conduct of either party hereto, whether such occurrence be an act of God or the common enemy or the result of war, riot, civil commotion, or sovereign conduct, then upon written notice of such occurrence, such party shall be excused from performance for a period of time as is reasonably necessary after such occurrence to remedy the effects thereof, and each party shall bear the cost of any expense it may incur due to the occurrence.

H. This Subdivider's AGREEMENT shall be construed in accordance with the City of Kaufman, Texas Subdivision Regulations, and all other applicable ordinances. Any conflicts between the provisions of this DEVELOPER'S AGREEMENT, the City's Subdivision Regulations, City Ordinances, and State and Federal law, shall be construed in favor of the City's ordinance(s) as allowed by law, subject to Chapter 245 of the Local Government Code. To the extent that any such conflict exists, only that portion of the Subdivider's AGREEMENT which is in conflict shall be severable from the other provisions of the AGREEMENT, and such conflict shall in no manner affect the validity or enforceability of the remaining provisions.

I. All rights, remedies and privileges permitted or available to the CITY under this AGREEMENT or at law or equity shall be cumulative and not alternative, and election of any such right, remedy or privilege shall not constitute a waiver or exclusive election of rights, remedies, or privileges with respect to any other permitted or available right, remedy, or privilege. Additionally, one instance of forbearance by the CITY in the enforcement of any such right, remedy or privilege, shall not constitute a waiver of such right, remedy or privilege by the CITY. A default under this Agreement by the CITY shall not result in a forfeiture of any rights, remedies, or privileges under this Agreement by the CITY.

SIGNED AND EFFECTIVE on the date last set forth below.

DEVELOPER:
Georgetown KF, Ltd.,
a Texas limited partnership
By: Seascape GP, LLC,
a Texas limited liability company
Its: General Partner

Date: ______________

____
Kelly Cannell
President, Seascape GP, LLC

CITY OF KAUFMAN, TEXAS

Date: ______________

____
Jeff Jordan, Mayor
City of Kaufman, Texas

ATTEST:

____
Jessie Hanks, City Secretary
City of Kaufman, Texas

APPROVED AS TO FORM:

____
Patricia A. Adams, City Attorney
City of Kaufman, Texas

“Attachment A”
Detailed Cost Estimates of Public and Private Improvements and Facilities

GEORGETOWN AT KINGS FORT - Phase 2A & 2B
PUBLIC IMPROVEMENT DISTRICT COST BREAKDOWN
05.17.2021 166 Lots

SUMMARY

#	DIRECT PUBLIC COSTS	%	2A - 94 Lots	2B - 72 Lots	Total 166 Lots
1	Clearing / Excavation		$ 226,948	$ 137,909	$ 364,856
2	Water		$ 386,601	$ 292,121	$ 678,722
3	Sanitary Sewer		$ 361,501	$ 249,576	$ 611,077
4	Storm Sewer		$ 529,034	$ 212,701	$ 741,736
5	Pavement		$ 610,965	$ 471,847	$ 1,082,812
6	Retaining Walls				$ -
7	Erosion Control		$ 31,112	$ 20,872	$ 51,984
8	Amenities/Landscaping/Screening		$ -	$ -	$ -
9	Franchise Utilities				$ -
10	Miscellaneous		$ 3,787	$ -	$ 3,787
11	Phase 1A Dirtwork for the Benefit of 2A		$ 3,400	$ -	$ 3,400
12	Phase 1B Storm Sewer for the Benefit of 2A & 2B		$ 10,000	$ 20,000	$ 30,000
13	Phase 1B Paving for the Benefit of 2A & 2B		$ 19,375	$ 38,750	$ 58,125
14	Phase 1B Water for the Benefit of 2A & 2B		$ 3,063	$ 6,125	$ 9,188
	Hard Cost Subtotal		**$ 2,185,787**	**$ 1,449,901**	**$ 3,635,687**
15	Engineering/Surveying/Professional Services	10%	$ 237,877	$ 161,597	$ 399,474
16	Construction Management	1%	$ 21,858	$ 14,499	$ 36,357
17	District Formation Costs		$ -	$ -	$ -
18	Contingency	5%	$ 122,276	$ 81,300	$ 203,576
19	**Soft Cost Subtotal**		**$ 382,010**	**$ 257,396**	**$ 639,406**
	TOTAL DIRECT COSTS		**$ 2,567,797**	**$ 1,707,297**	**$ 4,275,094**

#	MAJOR IMPROVEMENTS (CTAL BENEFIT)	%	2A - 94 Lots	2B - 72 Lots	Total
1	Clearing / Excavation				
2	Water				$ -
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				$ -
	Hard Cost Subtotal				**$ -**
11	Engineering/Surveying	10%			$ -
12	Construction Management	1%			$ -
13	Contingency				$ -
14	**Soft Cost Subtotal**		**$ -**	**$ -**	**$ -**
	TOTAL MAJOR IMPROVEMENT COSTS		**$ -**	**$ -**	**$ -**

#	PRIVATE COSTS	%	2A - 94 Lots	2B - 72 Lots	Total
1	Clearing / Excavation		$ 518,180	$ 410,806	$ 928,985
2	Water				$ -
3	Sanitary Sewer				$ -
4	Storm Sewer				$ -
5	Pavement				$ -
6	Retaining Walls				$ -
7	Erosion Control				$ -
8	Amenities/Landscaping/Screening		$ 20,000	$ 16,000	$ 36,000
9	Franchise Utilities		$ -	$ 60,000	$ 60,000
10	Miscellaneous				$ -
	Hard Cost Subtotal		**$ 538,180**	**$ 486,806**	**$ 1,024,985**
11	Engineering/Surveying/Professional Services	10%	$ 106,041	$ 86,270	$ 192,311
12	Construction Management	1%	$ 5,382	$ 4,868	$ 10,250
13	Contingency	5%	$ 26,909	$ 24,340	$ 51,249
14	**Soft Cost Subtotal**		$ 138,332	$ 115,478	$ 253,811
	TOTAL PRIVATE COSTS		**$ 676,512**	**$ 602,284**	**$ 1,278,796**
	GRAND TOTAL COSTS		**$ 3,244,309**	**$ 2,309,581**	**$ 5,553,890**

Meeting Date: 6/27/2022	Date: 06/01/2022	Item #: 6.	Dept.: Administration

Action Item

SUBJECT:

Consider and take appropriate action regarding a Texas Local Government Code Chapter 380 Agreement with Cedar Crest Development Company, LLC, a Texas limited liability company, for acquisition of land; and authorizing the Mayor or his designee to sign the agreement and any necessary documents.

BACKGROUND:

In accordance with the South Point Economic Development Incentive Agreement, the Developer has met all requisite criteria that provides for the transfer of ownership of the South Pointe 52-acre tract of land. Clawback provisions remain should the Developer not meet the requisite development timeline and goals.

Author:
Mike Slye, City Manager

Reviewed:
Mike Slye, City Manager

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

Recommendation: Staff recooomends approval of the 380 Agreement transferring ownership of South Pointe 52-acre site to Cedar Crest Development in accordance with the ED Incentive Agreement previously approved.

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

Meeting Date: 6/27/2022	Date: 06/20/2022	Item #: 7.	Dept.: Administration

Action Item

SUBJECT:

Consider and take appropriate action on the Highland Meadow Development Incentive Agreement between Williamsburg Construction Services, Inc., a Texas corporation, and the City of Kaufman, for the development of the approximate 106 acre tract of land located in the extraterritorial jurisdiction of the City; and authorizing the Mayor or designee to execute necessary documents.

BACKGROUND:

This Developers Agreement for Highland Meadows residential improvement is subject to and contingent on the Developer closing the subject land sale and petitioning the City Council for immediate annexation. The agreement is in part, a 3-way agreement between KISD, the city and the Developer for all necessary off-site utility improvements required for both Highland Meadows development and the proposed new KISD elementary school to be sited in the same general area. The city will agree to create a Public Improvement District related to this project and include the subject property in a TIRZ #3 zone to be created. These two actions will provide for the necessary incentives and reimbursements to the Developer for all public improvements related to this project.

Author:
Mike Slye, City Manager

Reviewed:
Mike Slye, City Manager

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

Recommendation: Recommend approval of the Highland Meadows Developers Agreement.

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

Meeting Date: 6/27/2022 | **Date: 06/01/2022** | **Item #: 8.** | **Dept.: Administration**

Action Item

SUBJECT:

Consider and take appropriate action on Ordinance O-16-22, an ordinance of the City Council of the City of Kaufman, Texas, providing for the sale and issuance of the City of Kaufman, Texas Combination Tax and Revenue Certificates of Obligation, Series 2022; and ordaining other matters relating to the subject.

BACKGROUND:

This Certificate of Obligation debt issue ($4 Million) is principally geared to make several park enhancements in conjunction with approved TPWD Grants. This is a negotiated sale of debt and will not impact the city's current I&S tax rate.

Author:
Mike Slye, City Manager

Reviewed:
Mike Slye, City Manager

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

Recommendation: Staff recommends approval of Ordinance O-16-22 as presented.

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

CERTIFICATE FOR ORDINANCE

We, the undersigned officers of the City of Kaufman, Texas, hereby certify as follows:

1. The City Council of said City convened in regular meeting on the 27th day of June, 2022, at the scheduled meeting place thereof, and the roll was called of the duly constituted officers and members of said City Council, to-wit:

Jeff Jordan, Mayor
Matthew Phillips, Mayor Pro-Tem
Patty Patterson
Charles Gillenwater
Lisa Parker
Carole Aga
Quattro Borders

and all of said persons were present except, ___________________________ thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written Ordinance entitled

> ORDINANCE PROVIDING FOR THE SALE AND ISSUANCE OF THE CITY OF KAUFMAN, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2022; AND ORDAINING OTHER MATTERS RELATING TO THE SUBJECT.

was duly introduced for consideration and passage. It was then duly moved and seconded that said Ordinance be passed; and, after due discussion, said motion, carrying with it the passage of said Ordinance, prevailed and carried by the following vote:

AYES: __ NOES: __ ABSTENTIONS: __

2. A true, full and correct copy of the aforesaid Ordinance passed at the meeting described in the above and foregoing paragraph is attached to and follows this Certificate; said Ordinance has been duly recorded in the official minutes of said City Council; the above and foregoing paragraph is a true and correct excerpt from said minutes of said meeting pertaining to the passage of said Ordinance; the persons named in the above and foregoing paragraph, at the time of said meeting and the passage of said Ordinance, were the duly chosen, qualified and acting members of said City Council as indicated therein; each of said officers and member was duly and sufficiently notified officially and personally in advance, of the time, place and purpose of the aforesaid meeting and that said Ordinance would be introduced and considered for passage at said meeting; and said meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Texas Government Code Chapter 551.

3. That the Mayor of said City has approved and hereby approves the aforesaid Ordinance; that the Mayor and the City Secretary of said City have duly signed said Ordinance; and that the Mayor and the City Secretary of said City hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of said Ordinance for all purposes.

SIGNED AND SEALED THE 27th DAY OF JUNE, 2022.

ATTEST:

____
Mayor

____
City Secretary

(SEAL)

ORDINANCE O-16-22

AN ORDINANCE OF THE CITY OF KAUFMAN, TEXAS PROVIDING FOR THE SALE AND ISSUANCE OF THE CITY OF KAUFMAN, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2022; ORDAINING OTHER MATTERS RELATING TO THE SUBJECT; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

THE STATE OF TEXAS §
COUNTY OF KAUFMAN §
CITY OF KAUFMAN §

WHEREAS, the City Council of the City of Kaufman, Texas (the "Issuer"), deems it advisable to issue Certificates of Obligation in the amount and for the purposes hereinafter set forth;

WHEREAS, the Certificates of Obligation hereinafter authorized and designated are to be issued and delivered for cash pursuant to Subchapter C of Chapter 271, Texas Local Government Code and Subchapter B, Chapter 1502, Texas Government Code;

WHEREAS, the City Council has heretofore passed a resolution authorizing and directing the City Secretary to give notice of intention to issue Certificates of Obligation, and said notice has been both (i) duly posted in a prominent location on the Issuer's website, and (ii) duly published in a newspaper of general circulation in said city, said newspaper being a "newspaper" as defined in Section 2051.044, Texas Government Code;

WHEREAS, the Issuer received no petition from the qualified electors of the Issuer protesting the issuance of such Certificates of Obligation;

WHEREAS, it is considered to be to the best interest of the Issuer that said interest-bearing Certificates of Obligation be issued to pay costs related to constructing, improving, acquiring and equipping the public improvements described below;

WHEREAS, no bond proposition to authorize the issuance of bonds for the same purpose as any of the projects being financed with the proceeds of the Certificates of Obligation was submitted to the voters of the Issuer during the preceding three years and failed to be approved; and

WHEREAS, it is officially found, determined, and declared that the meeting at which this Ordinance has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Ordinance, was given, all as required by the applicable provisions of Chapter 551, Texas Government Code; Now, Therefore

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

Section 1. RECITALS, AMOUNT AND PURPOSE OF THE CERTIFICATES. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section. The Certificates of the Issuer are hereby authorized to be issued and delivered in the aggregate principal amount of $_____ for paying all or a portion of the Issuer's contractual obligations incurred in connection with (i) the construction, installation and equipment of park and recreational improvements in the City, including parking and related infrastructure; and (ii) legal, fiscal and engineering fees in connection with such projects (collectively, the "Project").

Section 2. DESIGNATION, DATE, DENOMINATIONS, NUMBERS, AND MATURITIES AND INTEREST RATES OF CERTIFICATES. Each certificate issued pursuant to this Ordinance shall be designated: "CITY OF KAUFMAN, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION, SERIES 2022" and initially there shall be issued, sold, and delivered hereunder one fully registered Certificate, without interest coupons, dated June 15, 2022, in the principal amount stated above and in the denominations hereinafter stated, numbered T-1 (the "Initial Certificate"), with Certificates issued in replacement thereof being in the denominations and principal amounts hereinafter stated and numbered consecutively from R-1 upward, payable to the respective Registered Owners thereof (with the Initial Certificate being made payable to the initial purchaser as described in Section 10 hereof), or to the registered assignee or assignees of said Certificates or any portion or portions thereof (in each case, the "Registered Owner"), and said Certificates shall mature and be payable serially on February 15 in each of the years and in the principal amounts, respectively, and shall bear interest from the dates set forth in the FORM OF CERTIFICATE set forth in Exhibit A of this Ordinance to their respective dates of maturity or redemption prior to maturity at the rates per annum, as set forth in the following schedule:

Years (2/15)	Principal Amounts ($)	Interest Rates (%)

The term "Certificates" as used in this Ordinance shall mean and include collectively the certificates initially issued and delivered pursuant to this Ordinance and all substitute certificates exchanged therefor, as well as all other substitute certificates and replacement certificates issued pursuant hereto, and the term "Certificate" shall mean any of the Certificates.

Section 3. CHARACTERISTICS OF THE CERTIFICATES.

(a) Appointment of Paying Agent/Registrar. The Issuer hereby appoints The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, to serve as paying agent and registrar for the Certificates (the "Paying Agent/Registrar"). Each of the Mayor and the City Manager is authorized and directed to execute and deliver in the name and on behalf of the Issuer a Paying Agent/Registrar Agreement with the Paying Agent/Registrar.

(b) Registration. The Issuer shall keep or cause to be kept at the corporate trust office of the Paying Agent/Registrar books or records for the registration of the transfer, conversion and exchange of the Certificates (the "Registration Books"), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided within three (3) days of presentation in due and proper form. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the Registered Owner of each Certificate to which payments with respect to the Certificates shall be mailed, as herein provided; but it shall be the duty of each Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Certificate or Certificates. Registration of assignments, transfers, conversions and exchanges of Certificates shall be made in the manner provided and with the effect stated in the FORM OF CERTIFICATE attached as Exhibit A to this

Ordinance. Each substitute Certificate shall bear a letter and/or number to distinguish it from each other Certificate.

(c) Exchange. The Paying Agent/Registrar promptly shall cancel all paid Certificates and Certificates surrendered for conversion and exchange. No additional ordinances, orders or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing conversion and exchange of any Certificate or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution and delivery of the substitute Certificates in the manner prescribed herein. Pursuant to Subchapter D, Chapter 1201, Texas Government Code, the duty of conversion and exchange of Certificates as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Certificate, the converted and exchanged Certificate shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Certificates which initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(d) Payment of Principal and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Certificates, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Certificates, and of all conversions and exchanges of Certificates, and all replacements of Certificates, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Registered Owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(e) Payment to Registered Owner. Notwithstanding any other provision of this Ordinance to the contrary, the Issuer and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Registration Books as the absolute owner of such Certificate for the purpose of payment of principal and interest with respect to such Certificate, for the purpose of registering transfers with respect to such Certificate, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Certificates only to or upon the order of the Registered Owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of and interest on the Certificates to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Registration Books, shall receive a Certificate evidencing the obligation of the Issuer to make payments of principal and interest pursuant to this Ordinance.

(f) Paying Agent/Registrar. The Issuer covenants with the Registered Owners of the Certificates that at all times while the Certificates are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution or other entity to act as and perform the services of Paying Agent/Registrar for the Certificates under this Ordinance, and that the Paying Agent/Registrar will be one entity.

(g) Substitute Paying Agent/Registrar. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than one hundred-twenty (120) days written notice to the Paying Agent/Registrar, to be effective not later than sixty (60) days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Certificates, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each Registered Owner of the Certificates, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(h) Book-Entry Only System. The Certificates issued in exchange for the Initial Certificate shall be initially issued in the form of a separate single fully registered Certificate for each of the maturities thereof and the ownership of each such Certificate shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), and except as provided in subsections (j) and (k) of this Section, all of the outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

(i) Blanket Letter of Representations. The previous execution and delivery of the Blanket Letter of Representations with respect to obligations of the Issuer is hereby ratified and confirmed; and the provisions thereof shall be fully applicable to the Certificates. Notwithstanding anything to the contrary contained herein, while the Certificates are subject to DTC's Book-Entry Only System and to the extent permitted by law, the Letter of Representations is hereby incorporated herein and its provisions shall prevail over any other provisions of this Ordinance in the event of conflict.

(j) Certificates Registered in the Name of Cede & Co. With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created ("DTC Participant") to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates. Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than a Registered Owner of Certificates, as shown on the Registration Books, of any notice with respect to the Certificates, or (iii) the payment to any DTC Participant or any other person, other than a Registered Owner of Certificates, as shown in the Registration Books of any amount with respect to principal of or interest on the Certificates. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the Registered Owner at the close of business on the Record date, the words "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(k) Successor Securities Depository; Transfers Outside Book-Entry Only System. In the event that the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the Issuer to DTC or that it is in the best interest of the beneficial owners of the Certificates that they be able to obtain certificated Certificates, the Issuer shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of

1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Certificates and transfer one or more separate Certificates to DTC Participants having Certificates credited to their DTC accounts. In such event, the Certificates shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Registered Owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

(l) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Certificate is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Certificate and all notices with respect to such Certificate shall be made and given, respectively, in the manner provided in the representation letter of the Issuer to DTC.

(m) General Characteristics of the Certificates. The Certificates (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Certificates to be payable only to the Registered Owners thereof, (ii) may and shall be redeemed prior to their scheduled maturities, (iii) may be transferred and assigned, (iv) may be converted and exchanged for other Certificates, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Certificates shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the Issuer shall have certain duties and responsibilities with respect to the Certificates, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF CERTIFICATE set forth as Exhibit A to this Ordinance.

(n) Authentication. Except as provided below, no Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE substantially in the form provided in this Ordinance, duly authenticated by manual execution of the Paying Agent/Registrar. It shall not be required that the same authorized representative of the Paying Agent/Registrar sign the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE. In lieu of the executed PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, the Initial Certificate delivered on the closing date shall have attached thereto the COMPTROLLER'S REGISTRATION CERTIFICATE substantially in the form provided in this Ordinance, manually executed by the Comptroller of Public Accounts of the State of Texas or by such person's duly authorized agent, which certificate shall be evidence that the Certificate initially issued and delivered has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the Issuer, and has been registered by the Comptroller. The Initial Certificate issued and delivered pursuant to this Ordinance is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Certificate issued in exchange for any Certificate issued under this Ordinance, the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the FORM OF CERTIFICATE set forth Exhibit A to this Ordinance.

(o) Cancellation of Initial Certificate. On the closing date, the Initial Certificate representing the entire principal amount of the Certificates, payable in stated installments to the order of the initial purchaser of the Certificates or its designee, executed by manual or facsimile signature of the Mayor and City Secretary, approved by the Attorney General of Texas, and registered by manual or facsimile signature by the Comptroller of Public Accounts of the State of Texas, will be delivered to such purchaser or its designee. Upon payment for the Initial Certificate, the Paying Agent/Registrar shall cancel the Initial Certificate and deliver to DTC on behalf of such purchaser one registered definitive Certificate for each year of maturity of the Certificates, in the aggregate principal amount of all of the Certificates for such maturity, registered in the name of Cede & Co., as nominee of DTC. To the extent that the Paying Agent/Registrar is eligible to participate in DTC's FAST System, pursuant to an agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Certificates in safekeeping for DTC.

Section 4. FORM OF CERTIFICATES. The form of the Certificates, including the form of PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, the form of ASSIGNMENT and the form of COMPTROLLER'S REGISTRATION CERTIFICATE to be attached to the Certificates initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as set forth in Exhibit A of this Ordinance, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

Section 5. INTEREST AND SINKING FUND; SURPLUS REVENUES.

(a) A special "Interest and Sinking Fund" is hereby created and shall be established and maintained by the Issuer as a separate fund or account and the funds therein shall be deposited into and held in an account at an official depository bank of said Issuer. Said Interest and Sinking Fund shall be accounted for separate and apart from all other funds and accounts of said Issuer, and shall be used only for paying the interest on and principal of said Certificates. All amounts received from the sale of the Certificates as accrued interest shall be deposited upon receipt to the Interest and Sinking Fund, and all ad valorem taxes levied and collected for and on account of said Certificates shall be deposited, as collected, to the credit of said Interest and Sinking Fund. During each year while any of said Certificates are outstanding and unpaid, the governing body of said Issuer shall compute and ascertain a rate and amount of ad valorem tax that will be sufficient to raise and produce the money required to pay the interest on said Certificates as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of said Certificates as such principal matures (but never less than 2% of the original amount of said Certificates as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of said Issuer, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in said Issuer, for each year while any of said Certificates are outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of said Certificates, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law.

(b) The Certificates are additionally secured by a limited pledge (not to exceed $1,000) of surplus revenues of the Issuer's waterworks and sewer system that remain after the payment of all maintenance and operation expenses thereof, and all debt service, reserve and other requirements in connection with all of the Issuer's revenue obligations (now or hereafter outstanding) that are secured by a lien on all or any part of the net revenues of the Issuer's waterworks and sewer system, constituting "Surplus Revenues". The Issuer shall deposit such Surplus Revenues to the credit of the Interest and Sinking Fund created pursuant to subsection (a) of this section, to the extent necessary to pay the principal of and interest on the Certificates. Notwithstanding the requirements of subsection (a) of this section, if Surplus Revenues or other lawfully available moneys of the Issuer are actually on deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes that otherwise would have been required to be levied pursuant to subsection (a) of this Section may be reduced to the extent and by the amount of the Surplus Revenues or other lawfully available funds then on deposit in the Interest and Sinking Fund.

(c) Chapter 1208, Texas Government Code, applies to the issuance of the Certificates and the pledge of the taxes and Surplus Revenues granted by the Issuer under this Section, and is therefore valid, effective, and perfected. Should Texas law be amended at any time while the Certificates of Obligation are outstanding and unpaid, the result of such amendment being that the pledge of the taxes and Surplus Revenues granted by the Issuer under this Section, is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, in order to preserve to the Registered Owners of the Certificates a security interest in said pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code and enable a filing of a security interest in said pledge to occur.

Section 6. DEFEASANCE OF CERTIFICATES.

(a) Any Certificate and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Certificate") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Certificate, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Certificates shall have become due and payable. At such time as a Certificate shall be deemed to be a Defeased Certificate hereunder, as aforesaid, such Certificate and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged or the limited pledge of Surplus Revenues as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities, and thereafter the Issuer will have no further responsibility with respect to amounts available to such paying agent (or other financial institution permitted by applicable law) for the payment of such Defeased Certificates, including any insufficiency therein caused by the failure of such paying agent (or other financial institution permitted by applicable law) to receive payment when due on the Defeasance Securities. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem Defeased Certificates that is made in conjunction with the payment arrangements specified in subsection 6(a)(i) or (ii) of this Section shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the Issuer expressly reserves the right to call the Defeased Certificates for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased Certificates immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Certificates and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Certificates may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsection 6(a)(i) or (ii) of this Section. All income from such Defeasance Securities which is not required for the payment of the Defeased Certificates, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) The term "Defeasance Securities" means any securities and obligations now or hereafter authorized by State law that are eligible to refund, retire, or otherwise discharge obligations such as the Certificates.

(d) Until all Defeased Certificates shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Certificates the same as if they had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(e) In the event that the Issuer elects to defease less than all of the principal amount of Certificates of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Certificates by such random method as it deems fair and appropriate.

Section 7. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED CERTIFICATES.

(a) Replacement Certificates. In the event any outstanding Certificate is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new certificate of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Certificate, in replacement for such Certificate in the manner hereinafter provided.

(b) Application for Replacement Certificates. Application for replacement of damaged, mutilated, lost, stolen or destroyed Certificates shall be made by the Registered Owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Certificate, the Registered Owner applying for a replacement certificate shall furnish to the Issuer and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Certificate, the Registered Owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft or destruction of such Certificate, as the case may be. In every case of damage or mutilation of a Certificate, the Registered Owner shall surrender to the Paying Agent/Registrar for cancellation the Certificate so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Certificate shall have matured, and no default has occurred that is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Certificate, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Certificate) instead of issuing a replacement Certificate, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Certificates. Prior to the issuance of any replacement certificate, the Paying Agent/Registrar shall charge the Registered Owner of such Certificate with all legal, printing, and other expenses in connection therewith. Every replacement certificate issued pursuant to the provisions of this Section by virtue of the fact that any Certificate is lost, stolen or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen or destroyed Certificate shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Certificates duly issued under this Ordinance.

(e) Authority for Issuing Replacement Certificates. In accordance with Section 1206.022, Texas Government Code, this Section 7 of this Ordinance shall constitute authority for the issuance of any such replacement certificate without necessity of further action by the governing body of the Issuer or any other body or person, and the duty of the replacement of such certificates is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Certificates in the form and manner and with the effect, as provided in Section 3 of this Ordinance for

Certificates issued in conversion and exchange for other Certificates.

Section 8. CUSTODY, APPROVAL, AND REGISTRATION OF CERTIFICATES; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED; ENGAGEMENT OF BOND COUNSEL.

(a) The Mayor of the Issuer is hereby authorized to have control of the Certificates initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Certificates pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Certificates said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Certificates, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the Issuer's Bond Counsel and the assigned CUSIP numbers may, at the option of the Issuer, be printed on the Certificates issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the Registered Owners of the Certificates. In addition, if bond insurance is obtained, the Certificates may bear an appropriate legend as provided by the insurer.

(b) The obligation of the initial purchaser to accept delivery of the Certificates is subject to the initial purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the Issuer, which opinion shall be dated as of and delivered on the date of initial delivery of the Certificates to the initial purchaser. The engagement of such firm as bond counsel to the Issuer in connection with issuance, sale and delivery of the Certificates is hereby approved and confirmed.

Section 9. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE CERTIFICATES.

(a) Covenants. The Issuer covenants to take any action necessary to assure, or refrain from any action that would adversely affect, the treatment of the Certificates as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the Registered Owner for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(1) to take any action to assure that no more than ten percent (10%) of the proceeds of the Certificates (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than ten percent (10%) of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than ten percent (10%) of the debt service on the Certificates, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds five percent (5%) of the proceeds of the Certificates or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of five percent (5%) is used for a "private business use" that is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount that is greater than the lesser of $5,000,000, or five percent (5%) of the proceeds of the Certificates (less amounts deposited into a reserve fund, if any) is

directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action that would otherwise result in the Certificates being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Certificates being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Certificates, directly or indirectly, to acquire or to replace funds that were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) that produces a materially higher yield over the term of the Certificates, other than investment property acquired with –

(A) proceeds of the Certificates invested for a reasonable temporary period until such proceeds are needed for the purpose for which the bonds are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the rules and regulations of the United States Department of the Treasury (the "Treasury Regulations"), and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent (10%) of the proceeds of the Certificates;

(7) to otherwise restrict the use of the proceeds of the Certificates or amounts treated as proceeds of the Certificates, as may be necessary, so that the Certificates do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) to refrain from using proceeds of the Certificates or the proceeds of any prior bonds to pay debt services on another issue more than ninety (90) days after the issuance of the Certificates in contravention of section 149(d) of the Code (relating to advance refundings);

(9) to pay to the United States of America at least once during each five-year period (beginning on the delivery date of the Certificates) an amount that is at least equal to ninety percent (90%) of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than sixty (60) days after the Certificates have been paid in full, one hundred percent (100%) of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code;

(10) to file or cause to be filed with the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Certificates are issued, an information statement concerning the Certificates, all under and in accordance with section 149(e) of the Code and the applicable Treasury Regulations promulgated thereunder; and

(11) to assure that the proceeds of the Certificates will be used solely for new money projects.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (a)(9), a "Rebate Fund" is hereby established by the Issuer for the sole benefit of the United States of America, and such Fund shall not be subject to the claim of any other person, including without limitation the Registered Owner. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Use of Proceeds. For purposes of the foregoing covenants (a)(1) and (a)(2), the Issuer understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury

Regulations. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code Treasury Regulations. In the event that regulations or rulings are hereafter promulgated that modify or expand provisions of the Code, as applicable to the Certificates, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated that impose additional requirements applicable to the Certificates, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs the Mayor or the City Manager of the Issuer to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, that may be permitted by the Code as are consistent with the purpose for the issuance of the Certificates.

(d) Allocation of, and Limitation on, Expenditures for the Project. The Issuer covenants to account for the expenditure of sale proceeds and investment earnings to be used for the construction and acquisition of the Project on its books and records by allocating proceeds to expenditures within eighteen (18) months of the later of the date that (1) the expenditure is made, or (2) the Project is completed. The foregoing notwithstanding, the Issuer shall not expend proceeds of the sale of the Certificates or investment earnings thereon more than sixty (60) days after the earlier of (1) the fifth anniversary of the delivery of the Certificates, or (2) the date the Certificates are retired, unless the Issuer obtains an opinion of nationally-recognized bond counsel that such expenditure will not adversely affect the status, for federal income tax purposes, of the Certificates or the interest thereon. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Project. The Issuer covenants that the property constituting the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Certificates. For purpose of the foregoing, the Issuer may rely on an opinion of nationally-recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Certificates. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(f) Designation as a Qualified Tax-Exempt Obligation. The Issuer hereby designates the Certificates as "qualified tax-exempt obligations" as defined in section 265(b)(3) of the Code. In furtherance of such designation, the Issuer represents, covenants and warrants the following: (a) that during the calendar year in which the Certificates are issued, the Issuer (including any subordinate entities) has not designated nor will designate tax-exempt obligations, which when aggregated with the Certificates, will result in more than $10,000,000 of "qualified tax-exempt obligations" being issued; (b) that the Issuer reasonably anticipates that the amount of tax-exempt obligations issued, during the calendar year in which the Certificates are issued, by the Issuer (or any subordinate entities) will not exceed $10,000,000; and, (c) that the Issuer will take such action or refrain from such action as necessary, and as more particularly set forth in this Section, in order that the Certificates will not be considered "private activity bonds" within the meaning of section 141 of the Code.

Section 10. SALE OF CERTIFICATES AND APPROVAL OF OFFICIAL STATEMENT; FURTHER PROCEDURES.

(a) That the Certificates are hereby sold and shall be delivered to The Baker Group (the "Underwriter"), for the purchase price of $[_____] (representing the par amount of the Certificates of $[_____], plus net aggregate original issue premium of $[_____] (premium to be applied as set forth in Section 16), and less an underwriting discount of $[_____]) pursuant to the terms and provisions of a Purchase Agreement with the Underwriter. It is hereby officially found, determined, and declared that the Certificates have been sold pursuant to the terms and provisions of a Purchase Agreement in substantially the form presented at this meeting, which the Mayor of the Issuer (or in the Mayor's absence, by the Mayor Pro Tem) is hereby authorized and directed to execute. It is hereby officially found, determined, and declared that the terms of this sale are the most advantageous reasonably obtainable. The Initial Certificate shall be registered in the name of The Baker Group, or its designee.

(b) The City Council hereby approves the form and content of the Official Statement relating to the Certificates and any addenda, supplement or amendment thereto (the "Official Statement"), and approves the distribution of such Official Statement in the reoffering of the Certificates by the Underwriter in final form, with such changes therein or additions thereto as the officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof. The distribution and use of the Preliminary Official Statement prior to the date hereof is hereby ratified and confirmed.

(c) The Mayor, City Manager, City Secretary and Finance Director, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name of the Issuer all other such documents, certificates and instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Certificates, the sale of the Certificates and the Official Statement. In case any officer whose signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 11. INVESTMENT AND SECURITY OF FUNDS.

(a) Interest earnings derived from the investment of proceeds from the sale of the Certificates shall be used along with other certificate proceeds for the Project; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on certificate proceeds that are required to be rebated to the United States of America pursuant to Section 9 hereof in order to prevent the Certificates from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

(b) The Issuer may invest proceeds of the Certificates (including investment earnings thereon) and amounts deposited into the Interest and Sinking Fund in investments authorized by the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended; provided, however, that the Issuer hereby covenants that the proceeds of the sale of the Certificates will be used as soon as practicable for the purposes for which the Certificates are issued.

(c) All deposits authorized or required by this Ordinance shall be secured to the fullest extent required by law for the security of public funds

Section 12. CONSTRUCTION FUND.

(a) The Issuer hereby creates and establishes and shall maintain on the books of the Issuer a separate fund to be entitled the "Series 2022 Certificates of Obligation Construction Fund" for use by the

Issuer for payment of all lawful costs associated with the acquisition and construction of the Project as hereinbefore provided. Upon payment of all such costs, any moneys remaining on deposit in said Fund shall be transferred to the Interest and Sinking Fund. Amounts so deposited to the Interest and Sinking Fund shall be used in the manner described in Section 5 of this Ordinance.

Section 13. COMPLIANCE WITH RULE 15c2-12.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"MSRB" means the Municipal Securities Rulemaking Board.
"Rule" means SEC Rule 15c2-12, as amended from time to time.
"SEC" means the United States Securities and Exchange Commission.

(b) Annual Reports.

(i) The Issuer shall provide annually to the MSRB, in an electronic format as prescribed by the MSRB, within six (6) months after the end of each fiscal year ending in or after 2022, financial information and operating data with respect to the Issuer of the general type included in the final Official Statement under Tables numbered 1 through 6 and 8 through 15. The Issuer will additionally provide audited financial statements when and if available, and in any event, within twelve (12) months after the end of each fiscal year ending in or after 2022. If the audit of such financial statements is not complete within twelve (12) months after any such fiscal year end, then the Issuer will file unaudited financial statements within such twelve (12) month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available. Any financial statements so to be provided shall be prepared in accordance with the accounting principles described in Appendix B to the Official Statement, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation.

(ii) If the Issuer changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document that is available to the public on the MSRB's internet website or filed with the SEC. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(c) Event Notices.

(i) The Issuer shall notify the MSRB in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten (10) business days after the occurrence of the event) of any of the following events with respect to the Certificates:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final

determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Certificates, or other events affecting the tax status of the Certificates;

7. Modifications to rights of holders of the Certificates, if material;
8. Certificate calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Certificates, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the Issuer;
13. The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor trustee or change in the name of the trustee, if material;
15. Incurrence of a financial obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of any such financial obligation of the Issuer, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of any such financial obligation of the Issuer, any of which reflect financial difficulties.

As used in clause 12 above, the phrase “bankruptcy, insolvency, receivership or similar event” means the appointment of a receiver, fiscal agent or similar officer for the Issuer in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets of the Issuer, or if jurisdiction has been assumed by leaving the existing City Council and officials or officers of the Issuer in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer. For the purposes of the above describe event notices 15 and 16, the term “financial obligation” means a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (iii) a guarantee of (i) or (ii); provided however, that a “financial obligation” shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

(ii) The Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such subsection.

(d) Limitations, Disclaimers, and Amendments.

(i) The Issuer shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Issuer remains an “obligated person” with respect to the Certificates within the meaning of the Rule, except that the Issuer in any event will give notice of any deposit made in accordance with this Ordinance or applicable law that causes Certificates no longer to be outstanding.

(ii) The provisions of this Section are for the sole benefit of the Registered Owners and beneficial owners of the Certificates, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Issuer undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Issuer's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Issuer does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

(iii) UNDER NO CIRCUMSTANCES SHALL THE ISSUER BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(iv) No default by the Issuer in observing or performing its obligations under this Section shall comprise a breach of or default under this Ordinance for purposes of any other provision of this Ordinance. Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

(v) Should the Rule be amended to obligate the Issuer to make filings with or provide notices to entities other than the MSRB, the Issuer hereby agrees to undertake such obligation with respect to the Certificates in accordance with the Rule as amended. The provisions of this Section may be amended by the Issuer from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the Registered Owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Certificates consent to such amendment or (b) a qualified person that is unaffiliated with the Issuer (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the Registered Owners and beneficial owners of the Certificates. The Issuer may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Certificates in the primary offering of the Certificates. If the Issuer so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided.

Section 14. METHOD OF AMENDMENT. The Issuer hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The Issuer may from time to time, without the consent of any Registered Owner, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in order to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the Registered Owners, (ii) grant additional rights or security for the benefit of the Registered Owners, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the Registered Owners, (iv) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (v) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be inconsistent with the provisions of this Ordinance and that shall not in the opinion of nationally recognized bond counsel materially adversely affect the interests of the Registered Owners.

(b) Except as provided in paragraph (a) above, the Registered Owners of Certificates aggregating in principal amount 51% of the aggregate principal amount of then outstanding Certificates that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the Issuer; provided, however, that without the consent of 100% of the Registered Owners in aggregate principal amount of the then outstanding Certificates, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Certificates so as to:

(1) Make any change in the maturity of any of the outstanding Certificates;

(2) Reduce the rate of interest borne by any of the outstanding Certificates;

(3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Certificates;

(4) Modify the terms of payment of principal or of interest or redemption premium on outstanding Certificates or any of them or impose any condition with respect to such payment; or

(5) Change the minimum percentage of the principal amount of any series of Certificates necessary for consent to such amendment.

(c) If at any time the Issuer shall desire to amend this Ordinance under this Section, the Issuer shall send by U.S. mail to each Registered Owner of the affected Certificates a copy of the proposed amendment. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the office of the Issuer for inspection by all Registered Owners of such Certificates.

(d) Whenever at any time within one year from the date of mailing of such notice the Issuer shall receive an instrument or instruments executed by the Registered Owner of at least 51% in aggregate principal amount of all of the Certificates then outstanding that are required for the amendment, which instrument or instruments shall refer to the proposed amendment and shall specifically consent to and approve such amendment, the Issuer may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the Issuer and all Registered Owners of such affected Certificates shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the Registered Owner of a Certificate pursuant to the provisions of this Section shall be irrevocable for a period of six (6) months from the date of such consent, and shall be conclusive and binding upon all future Registered Owners of the same Certificate during such period.

Such consent may be revoked at any time after six (6) months from the date of such consent by the Registered Owner who gave such consent, or by a successor in title, by filing notice with the Issuer, but such revocation shall not be effective if the Registered Owners of 51% in aggregate principal amount of the affected Certificates then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

(g) For the purposes of establishing ownership of the Certificates, the Issuer shall rely solely upon the registration of the ownership of such Certificates on the registration books kept by the Paying Agent/Registrar.

Section 15. DEFAULT AND REMEDIES

(a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Certificates when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the Issuer, the failure to perform which materially, adversely affects the rights of the Registered Owners of the Certificates, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of sixty (60) days after notice of such default is given by any Registered Owner to the Issuer.

(b) Remedies for Default.

(i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the Issuer for the purpose of protecting and enforcing the rights of the Registered Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies.

(ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Certificates then outstanding.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Certificates or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Certificates shall not be available as a remedy under this Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Certificate authorized under this Ordinance, such Registered

Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers or employees of the Issuer or the City Council.

Section 16. PREMIUM. The Certificates are being sold at an aggregate premium equal to $____. With respect to such premium attributable to the Certificates, $_____ shall be used to pay costs of issuance (including underwriter's discount).

Section 17. APPROPRIATION. To pay the debt service coming due on the Certificates prior to receipt of the taxes levied to pay such debt service, if any, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

Section 18. NO PERSONAL LIABILITY. No recourse shall be had for payment of the principal of or interest on any Certificates or for any claim based thereon, or on this Ordinance, against any official or employee of the Issuer or any person executing any Certificate.

Section 19. EFFECTIVE DATE. In accordance with the provisions of Government Code, Section 1201.028, this Ordinance shall be effective immediately upon its adoption by the City Council.

Section 20. SEVERABILITY. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this Ordinance, despite such invalidity, which remaining portions shall remain in full force and effect.

PASSED AND APPROVED this 27th day of June, 2022.

____
JEFF JORDAN
MAYOR

ATTEST:

____
JESSIE HANKS
CITY SECRETARY

EXHIBIT A

(a) Form of Certificate.

NO. R-

PRINCIPAL AMOUNT $_________

UNITED STATES OF AMERICA
STATE OF TEXAS

CITY OF KAUFMAN, TEXAS
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION
SERIES 2022

INTEREST RATE	DELIVERY DATE	MATURITY DATE	CUSIP NO.
		February 15, ____	

REGISTERED OWNER:

PRINCIPAL AMOUNT: DOLLARS

THE CITY OF KAUFMAN, TEXAS, in Kaufman County, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above. The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Delivery Date specified above at the Interest Rate per annum specified above. Interest is payable on February 15, 2023 and semiannually on each February 15 and August 15 thereafter to the Maturity Date specified above, or the date of redemption prior to maturity; except, if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON this Certificate are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Certificate shall be paid to the Registered Owner hereof upon presentation and surrender of this Certificate at maturity, or upon the date fixed for its redemption prior to maturity, at the principal corporate trust office of The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, which is the "Paying Agent/Registrar" for this Certificate. The payment of interest on this Certificate shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the ordinance authorizing the issuance of this Certificate (the "Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared at the close of business on the last business day of the month preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered

Owner. In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Certificate appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

ANY ACCRUED INTEREST due at maturity or upon the redemption of this Certificate prior to maturity as provided herein shall be paid to the Registered Owner upon presentation and surrender of this Certificate for redemption and payment at the principal corporate trust office of the Paying Agent/Registrar. The Issuer covenants with the Registered Owner of this Certificate that on or before each principal payment date and interest payment date for this Certificate it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Certificates, when due.

IF THE DATE for the payment of the principal of or interest on this Certificate shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day that is not such a Saturday, Sunday, legal holiday or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS CERTIFICATE is one of a series of Certificates dated June 15, 2022, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of $___ for paying all or a portion of the Issuer's contractual obligations incurred in connection with (i) constructing and equipping a park in downtown Kaufman and related parking facilities; and (ii) legal, fiscal and engineering fees in connection with such projects.

ON FEBRUARY 15, 2030, or on any date thereafter, the Certificates of this series may be redeemed prior to their scheduled maturities, at the option of the Issuer, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular Certificates, or portions thereof, to be redeemed shall be selected and designated by the Issuer (provided that a portion of a Certificate may be redeemed only in an integral multiple of $5,000), at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption.

THE CERTIFICATES SCHEDULED TO MATURE on February 15, in the years 2030, 2032, 2034, 2036, 2038, 2040, and 2045 (the "Term Certificates") are subject to scheduled mandatory redemption by the Paying Agent/Registrar by lot, or by any other customary method that results in a random selection, at a price equal to the principal amount thereof, plus accrued interest to the redemption date, out of moneys available for such purpose in the interest and sinking fund for the Certificates, on dates and in the respective principal amounts, set forth in the following schedule:

<u>Term Certificates due February 15, 2030:</u>

Mandatory Redemption Date: 2/15/2028	Principal Amount: $75,000
Mandatory Redemption Date: 2/15/2029	Principal Amount: $75,000
Mandatory Redemption Date: 2/15/2030*	Principal Amount: $75,000

* Stated Maturity

The principal amount of Term Certificates of a stated maturity required to be redeemed on any mandatory redemption date pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the Issuer, by the principal amount of any Term Certificates of the same maturity which, at least forty-five (45) days prior to a mandatory redemption date (1) shall have been acquired by the Issuer at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the Issuer at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory redemption requirement.

AT LEAST THIRTY (30) days prior to the date fixed for any redemption of Certificates or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, at least thirty (30) days prior to the date fixed for any such redemption, to the Registered Owner of each Certificate to be redeemed at its address as it appeared on the business day prior to the mailing of such redemption notice; provided, however, that the failure of the Registered Owner to receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Certificate. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Certificates or portions thereof that are to be so redeemed. If such written notice of redemption is sent and if due provision for such payment is made, all as provided above, the Certificates or portions thereof that are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Certificate shall be redeemed, a substitute Certificate or Certificates having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of $5,000, at the written request of the Registered Owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon the surrender thereof for cancellation, at the expense of the Issuer, all as provided in the Ordinance.

WITH RESPECT TO ANY OPTIONAL REDEMPTION OF THE CERTIFICATES, unless certain prerequisites to such redemption required by this Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the Issuer, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a notice of conditional redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the Issuer shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

ALL CERTIFICATES OF THIS SERIES are issuable solely as fully registered certificates, without interest coupons, in the denomination of any integral multiple of $5,000. As provided in the Ordinance, this Certificate may, at the request of the Registered Owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered certificates, without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of $5,000 as requested in writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Certificate to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Ordinance. Among other requirements for such assignment and transfer, this Certificate must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Certificate or any portion or portions hereof in any integral multiple of $5,000 to the assignee or assignees in whose name or names this Certificate or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Certificate may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Certificate or any portion or portions hereof from time to time by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Certificate or portion thereof will be paid by the Issuer. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or (ii) with respect to any Certificate or any portion thereof called for redemption prior to maturity, within forty-five (45) days prior to its redemption date.

IN THE EVENT any Paying Agent/Registrar for the Certificates is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owners of the Certificates.

IT IS HEREBY certified, recited and covenanted that this Certificate has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Certificate have been performed, existed and been done in accordance with law; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Certificate, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said Issuer, and have been pledged for such payment, within the limit prescribed by law, and that this Certificate is additionally secured by and payable from a limited pledge (not to exceed $1,000) of the Surplus Revenues of the Issuer's waterworks and sewer system remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve and other requirements in connection with all of the Issuer's revenue obligations (now or hereafter outstanding) that are payable from all or part of said revenues, all as provided in the Ordinance.

THE ISSUER HAS RESERVED THE RIGHT to amend the Ordinance as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the Registered Owners of a majority in aggregate principal amount of the outstanding Certificates.

BY BECOMING the Registered Owner of this Certificate, the Registered Owner thereby acknowledges all of the terms and provisions of the Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Certificate and the Ordinance constitute a contract between each Registered Owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Certificate to be signed with the manual or facsimile signature of the Mayor of the Issuer (or in the Mayor's absence, by the Mayor Pro Tem) and countersigned with the manual or facsimile signature of the City Secretary of said Issuer (or in the City Secretary's absence, by the Assistant City Secretary), and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Certificate.

(signature)	(signature)
City Secretary	Mayor

(SEAL)

(b) Form of Paying Agent/Registrar's Authentication Certificate.

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE
(To be executed if this Certificate is not accompanied by an executed Registration Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Certificate has been issued under the provisions of the Ordinance described in the text of this Certificate; and that this Certificate has been issued in conversion or replacement of, or in exchange for, a certificate, certificates, or a portion of a certificate or certificates of a series that originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: ____________________.

The Bank of New York Mellon Trust Company, N.A.
Dallas, Texas
Paying Agent/Registrar

By: ____________________________________
Authorized Representative

(c) Form of Assignment.

ASSIGNMENT
(Please type or print clearly)

For value received, the undersigned hereby sells, assigns and transfers unto: ________________________

____

Transferee's Social Security or Taxpayer Identification Number: ____________________________

Transferee's name and address, including zip code: ____

____

the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints

____, attorney, to register the transfer of the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

Dated: ____________________.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.

NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Certificate in every particular, without alteration or enlargement or any change whatsoever.

(d) Form of Registration Certificate of the Comptroller of Public Accounts.

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. ___________

I hereby certify that there is on file and of record in my office a true and correct copy of the opinion of the Attorney General of the State of Texas approving this Certificate and that this Certificate has been registered this day by me.

Witness my signature and seal this ________________________.

Comptroller of Public Accounts of the State of Texas

(COMPTROLLER'S SEAL)

(e) Initial Certificate Insertions.

(i) The Initial Certificate shall be in the form set forth is paragraph (a) of this Section, except that:

A. immediately under the name of the Certificate, the headings "Interest Rate" and "Maturity Date" shall both be completed with the words "As shown below" and "CUSIP No. _____" shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"THE CITY OF KAUFMAN, TEXAS, in Kaufman County, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on February 15 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

Years (2/15)	Principal Installments ($)	Interest Rates (%)

The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Delivery Date specified above at the respective Interest Rate per annum specified above. Interest is payable on February 15, 2023, and semiannually on each August 15 and February 15 thereafter to the date of payment of the principal installment specified above, or the date of redemption prior to maturity; except, that if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full."

C. The Initial Certificate shall be numbered "T-1."

Meeting Date: 6/27/2022	Date: 06/20/2022	Item #: 9.	Dept.: Administration

Ordinance

SUBJECT:

Consider and take appropriate action on Ordinance O-17-22, an ordinance of the City Council of the City of Kaufman, Texas, providing for the sale and issuance of the City of Kaufman, Texas General Obligation Refunding Bonds, Series 2022; and ordaining other matters relating to the subject.

BACKGROUND:

This refunding action will restructure the original Tax Note of $1.1M for the purchase of the 73-acre tract of land that expands City Lakes Park into a long-term debt instrument for future debt management by the city.

Author:	Reviewed:
Mike Slye, City Manager	Mike Slye, City Manager

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

Recommendation: Staff recommends approval of Ordinance O-17-22 as presented.

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

CERTIFICATE FOR ORDINANCE

We, the undersigned officers of the City of Kaufman, Texas, hereby certify as follows:

1. The City Council of said City convened in regular meeting on the 27th day of June, 2022, at the scheduled meeting place thereof, and the roll was called of the duly constituted officers and members of said City Council, to-wit:

Jeff Jordan, Mayor
Matthew Phillips, Mayor Pro-Tem
Patty Patterson
Charles Gillenwater
Lisa Parker
Carole Aga
Quattro Borders

and all of said persons were present except, ______________________, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written Ordinance entitled

ORDINANCE PROVIDING FOR THE SALE AND ISSUANCE OF THE CITY OF KAUFMAN, TEXAS, GENERAL OBLIGATION REFUNDING BONDS, SERIES 2022; AND ORDAINING OTHER MATTERS RELATING TO THE SUBJECT.

was duly introduced for consideration and passage. It was then duly moved and seconded that said Ordinance be passed; and, after due discussion, said motion, carrying with it the passage of said Ordinance, prevailed and carried by the following vote:

AYES: __ NOES: __ ABSTENTIONS: __

2. A true, full and correct copy of the aforesaid Ordinance passed at the meeting described in the above and foregoing paragraph is attached to and follows this Certificate; said Ordinance has been duly recorded in the official minutes of said City Council; the above and foregoing paragraph is a true and correct excerpt from said minutes of said meeting pertaining to the passage of said Ordinance; the persons named in the above and foregoing paragraph, at the time of said meeting and the passage of said Ordinance, were the duly chosen, qualified and acting members of said City Council as indicated therein; each of said officers and member was duly and sufficiently notified officially and personally in advance, of the time, place and purpose of the aforesaid meeting and that said Ordinance would be introduced and considered for passage at said meeting; and said meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Texas Government Code Chapter 551.

3. That the Mayor of said City has approved and hereby approves the aforesaid Ordinance; that the Mayor and the City Secretary of said City have duly signed said Ordinance; and that the Mayor and the City Secretary of said City hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of said Ordinance for all purposes.

SIGNED AND SEALED THE 27th DAY OF JUNE, 2022.

ATTEST:

____
Mayor

____
City Secretary

(SEAL)

ORDINANCE O-17-22

AN ORDINANCE OF THE CITY OF KAUFMAN, TEXAS PROVIDING FOR THE SALE AND ISSUANCE OF THE CITY OF KAUFMAN, TEXAS, GENERAL OBLIGATION REFUNDING BONDS, SERIES 2022; ORDAINING OTHER MATTERS RELATING TO THE SUBJECT; PROVIDING FOR THE INCORPORATION OF PREMISES; AND PROVIDING AN EFFECTIVE DATE.

THE STATE OF TEXAS	§
COUNTY OF KAUFMAN	§
CITY OF KAUFMAN	§

WHEREAS, there are presently the outstanding obligations of the City of Kaufman, Texas (the "Issuer"), described in Schedule I attached hereto, collectively, the "Refunded Obligations";

WHEREAS, Chapter 1207, Texas Government Code, authorizes the Issuer to issue refunding bonds and to deposit the proceeds from the sale thereof, together with any other available funds or resources, directly with a paying agent for any of the Refunded Obligations or a trust company or commercial bank that does not act as a depository for the Issuer and is named in these proceedings, and such deposit, if made before the payment dates of the Refunded Obligations, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Obligations;

WHEREAS, Chapter 1207, Texas Government Code, further authorizes the Issuer to enter into an escrow agreement with such paying agent for the Refunded Obligations or trust company or commercial bank with respect to the safekeeping, investment, reinvestment, administration and disposition of any such deposit, upon such terms and conditions as the Issuer and such paying agent or trust company or commercial bank may agree;

WHEREAS, this Issuer's City Council (the "City Council") hereby finds and determines that it is a public purpose and in the best interests of the Issuer to refund the Refunded Obligations through the issuance of the Bonds with a final maturity date later than the final maturity date of the Refunded Obligations, in order to restructure debt service payments and lessen the tax burden, and that such refunding will result in a present value debt service loss of approximately $[_____], and an actual debt service loss of approximately $[_____];

WHEREAS, all the Refunded Obligations mature or are subject to redemption prior to maturity within 20 years of the date of the bonds hereinafter authorized;

WHEREAS, the bonds hereafter authorized are being issued and delivered pursuant to said Chapter 1207, Texas Government Code; and

WHEREAS, it is officially found, determined, and declared that the meeting at which this Ordinance has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Ordinance, was given, all as required by the applicable provisions of Chapter 551, Texas Government Code; Now, Therefore

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

Section 1. RECITALS, AMOUNT AND PURPOSE OF THE BONDS. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section. The Bonds of the Issuer are hereby authorized to be issued and delivered in the aggregate principal amount of $2,130,000 for the public purpose of refunding the Refunded Obligations, and to pay the costs incurred in connection with the issuance of the Bonds.

Section 2. DESIGNATION, DATE, DENOMINATIONS, NUMBERS, AND MATURITIES AND INTEREST RATES OF BONDS.

(a) Each bond issued pursuant to this Ordinance shall be designated: "CITY OF KAUFMAN, TEXAS, GENERAL OBLIGATION REFUNDING BOND, SERIES 2022" and initially there shall be issued, sold, and delivered hereunder one fully registered Bond, without interest coupons, dated June 15, 2022, in the principal amount of $_____ and in the denominations hereinafter stated, numbered T-1 (the "Initial Bond"), with Bonds issued in replacement thereof being in the denominations and principal amounts hereinafter stated and numbered consecutively from R-1 upward, payable to the respective Registered Owners thereof (with the Initial Bond being made payable to the initial purchaser as described in Section 10 hereof), or to the registered assignee or assignees of said Bonds or any portion or portions thereof (in each case, the "Registered Owner"), and said Bonds shall mature and be payable on February 15 in each of the years and in the principal amounts, respectively, and shall bear interest from the dates set forth in the FORM OF BOND set forth in Exhibit A of this Ordinance to their respective dates of maturity or redemption prior to maturity at the rates per annum, as set forth in the following schedule:

Years (2/15)	Principal Amounts ($)	Interest Rates (%)

The term "Bonds" as used in this Ordinance shall mean and include collectively the bonds initially issued and delivered pursuant to this Ordinance and all substitute bonds exchanged therefor, as well as all other substitute bonds and replacement bonds issued pursuant hereto, and the term "Bond" shall mean any of the Bonds.

Section 3. CHARACTERISTICS OF THE BONDS.

(a) Appointment of Paying Agent/Registrar. The Issuer hereby appoints The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, to serve as paying agent and registrar for the Bonds (the "Paying Agent/Registrar"). Each of the Mayor and the City Manager is authorized and directed to execute and deliver in the name and on behalf of the Issuer a Paying Agent/Registrar Agreement with the Paying Agent/Registrar.

(b) Registration. The Issuer shall keep or cause to be kept at the corporate trust office of the Paying Agent/Registrar books or records for the registration of the transfer, conversion and exchange of the Bonds (the "Registration Books"), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided within three (3) days of presentation in due and proper form. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the Registered Owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of each Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Bond or Bonds. Registration of assignments, transfers, conversions and exchanges of Bonds shall be made in the manner provided and with the effect stated in the FORM OF BOND attached as Exhibit A to this Ordinance. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond.

(c) Exchange. The Paying Agent/Registrar promptly shall cancel all paid Bonds and Bonds surrendered for conversion and exchange. No additional ordinances, orders or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing conversion and exchange of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution and delivery of the substitute Bonds in the manner prescribed herein. Pursuant to Subchapter D, Chapter 1201, Texas Government Code, the duty of conversion and exchange of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Bond, the converted and exchanged Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bonds which initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(d) Payment of Principal and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bonds, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Bonds, and of all conversions and exchanges of Bonds, and all replacements of Bonds, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a “Special Record Date”) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Registered Owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(e) Payment to Registered Owner. Notwithstanding any other provision of this Ordinance to the contrary, the Issuer and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Registration Books as the absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the Registered Owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer’s obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Registration Books, shall receive a Bond certificate evidencing the obligation of the Issuer to make payments of principal and interest pursuant to this Ordinance.

(f) Paying Agent/Registrar. The Issuer covenants with the Registered Owners of the Bonds that at all times while the Bonds are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution or other entity to act as and perform the services of Paying Agent/Registrar for the Bonds under this Ordinance, and that the Paying Agent/Registrar will be one entity.

(g) Substitute Paying Agent/Registrar. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than one hundred-twenty (120) days written notice to the Paying Agent/Registrar, to be effective not later than sixty (60) days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each Registered Owner of the Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(h) Book-Entry Only System. The Bonds issued in exchange for the Initial Bond shall be initially issued in the form of a separate single fully registered Bond for each of the maturities thereof and the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), and except as provided in subsections (j) and (k) of this Section, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

(i) Blanket Letter of Representations. The previous execution and delivery of the Blanket Letter of Representations with respect to obligations of the Issuer is hereby ratified and confirmed; and the provisions thereof shall be fully applicable to the Bonds. Notwithstanding anything to the contrary contained herein, while the Bonds are subject to DTC's Book-Entry Only System and to the extent permitted by law, the Letter of Representations is hereby incorporated herein and its provisions shall prevail over any other provisions of this Ordinance in the event of conflict.

(j) Bonds Registered in the Name of Cede & Co. With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created ("DTC Participant") to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a Registered Owner of Bonds, as shown on the Registration Books, of any notice with respect to the Bonds, or (iii) the payment to any DTC Participant or any other person, other than a Registered Owner of Bonds, as shown in the Registration Books of any amount with respect to principal of or interest on the Bonds. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the Registered Owner at the close of business on the Record date, the words "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(k) Successor Securities Depository; Transfers Outside Book-Entry Only System. In the event that the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the Issuer to DTC or that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Issuer shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC

Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Registered Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.

(l) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the representation letter of the Issuer to DTC.

(m) General Characteristics of the Bonds. The Bonds (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the Registered Owners thereof, (ii) may and shall be redeemed prior to their scheduled maturities, (iii) may be transferred and assigned, (iv) may be converted and exchanged for other Bonds, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Bonds shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the Issuer shall have certain duties and responsibilities with respect to the Bonds, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF BOND set forth as Exhibit A to this Ordinance.

(n) Authentication. Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE substantially in the form provided in this Ordinance, duly authenticated by manual execution of the Paying Agent/Registrar. It shall not be required that the same authorized representative of the Paying Agent/Registrar sign the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE. In lieu of the executed PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, the Initial Bond delivered on the closing date shall have attached thereto the COMPTROLLER'S REGISTRATION CERTIFICATE substantially in the form provided in this Ordinance, manually executed by the Comptroller of Public Accounts of the State of Texas or by such person's duly authorized agent, which certificate shall be evidence that the Bond initially issued and delivered has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the Issuer, and has been registered by the Comptroller. The Initial Bond issued and delivered pursuant to this Ordinance is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Bond issued in conversion of and exchange for any Bond or Bonds issued under this Ordinance the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the FORM OF BOND set forth Exhibit A to this Ordinance.

(o) Cancellation of Initial Bond. On the closing date, the Initial Bond representing the entire principal amount of the Bonds, payable in stated installments to the order of the initial purchaser of the Bonds or its designee, executed by manual or facsimile signature of the Mayor and City Clerk, approved by the Attorney General of Texas, and registered by manual or facsimile signature by the Comptroller of Public Accounts of the State of Texas, will be delivered to such purchaser or its designee. Upon payment for the Initial Bond, the Paying Agent/Registrar shall cancel the Initial Bond and deliver to DTC on behalf of such purchaser one registered definitive Bond for each year of maturity of the Bonds, in the aggregate principal amount of all of the Bonds for such maturity, registered in the name of Cede & Co., as nominee of DTC. To the extent that the Paying Agent/Registrar is eligible to participate in DTC's FAST System, pursuant to an agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Bonds in safekeeping for DTC.

Section 4. FORM OF BONDS. The form of the Bonds, including the form of PAYING

AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, the form of ASSIGNMENT and the form of COMPTROLLER'S REGISTRATION CERTIFICATE to be attached to the Initial Bond initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as set forth in Exhibit A of this Ordinance, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

Section 5. INTEREST AND SINKING FUND.

(a) A special "Interest and Sinking Fund" is hereby created and shall be established and maintained by the Issuer as a separate fund or account and the funds therein shall be deposited into and held in an account at an official depository bank of said Issuer. Said Interest and Sinking Fund shall be accounted for separate and apart from all other funds and accounts of said Issuer, and shall be used only for paying the interest on and principal of said Bonds. All amounts received from the sale of the Bonds as accrued interest shall be deposited upon receipt to the Interest and Sinking Fund, and all ad valorem taxes levied and collected for and on account of said Bonds shall be deposited, as collected, to the credit of said Interest and Sinking Fund. During each year while any of said Bonds are outstanding and unpaid, the governing body of said Issuer shall compute and ascertain a rate and amount of ad valorem tax that will be sufficient to raise and produce the money required to pay the interest on said Bonds as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of said Bonds as such principal matures (but never less than 2% of the original amount of said Bonds as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of said Issuer, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in said Issuer, for each year while any of said Bonds are outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of said Bonds, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law. If lawfully available moneys of the Issuer are actually on deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes that otherwise would have been required to be levied pursuant to this Section may be reduced to the extent and by the amount of the lawfully available funds then on deposit in the Interest and Sinking Fund.

(b) Chapter 1208, Texas Government Code, applies to the issuance of the Bonds and the pledge of the taxes granted by the Issuer under this Section and is therefore valid, effective, and perfected. Should Texas law be amended at any time while the Bonds are outstanding and unpaid, the result of such amendment being that the pledge of the taxes granted by the Issuer under this Section is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, in order to preserve to the Registered Owners of the Bonds a security interest in said pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code and enable a filing of a security interest in said pledge to occur.

Section 6. DEFEASANCE OF BONDS.

(a) Any Bond and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Bond") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Bonds shall have become due and payable. At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities, and thereafter the Issuer will have no further responsibility with respect to amounts available to such paying agent (or other financial institution permitted by applicable law) for the payment of such Defeased Bond, including any insufficiency therein caused by the failure of such paying agent (or other financial institution permitted by applicable law) to receive payment when due on the Defeasance Securities. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem Defeased Bonds that is made in conjunction with the payment arrangements specified in subsection 6(a)(i) or (ii) of this Section shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the Issuer expressly reserves the right to call the Defeased Bonds for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased Bonds immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Bonds and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Bonds may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsection 6(a)(i) or (ii) of this Section. All income from such Defeasance Securities which is not required for the payment of the Defeased Bonds, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) The term “Defeasance Securities” means any securities and obligations now or hereafter authorized by State law that are eligible to refund, retire, or otherwise discharge obligations such as the Bonds.

(d) Until all Defeased Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bonds the same as if they had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(e) In the event that the Issuer elects to defease less than all of the principal amount of Bonds of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Bonds by such random method as it deems fair and appropriate.

Section 7. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BONDS.

(a) Replacement Bonds. In the event any outstanding Bond is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new Bond of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) Application for Replacement Bonds. Application for replacement of damaged, mutilated, lost, stolen or destroyed Bonds shall be made by the Registered Owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Bond, the Registered Owner applying for a replacement Bond shall furnish to the Issuer and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Bond, the Registered Owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft or destruction of such Bond, as the case may be. In every case of damage or mutilation of a Bond, the Registered Owner shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Bond shall have matured, and no default has occurred that is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Bond, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Bonds. Prior to the issuance of any replacement Bond, the Paying Agent/Registrar shall charge the Registered Owner of such Bond with all legal, printing, and other expenses in connection therewith. Every replacement Bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Bonds duly issued under this Ordinance.

(e) Authority for Issuing Replacement Bonds. In accordance with Section 1206.022, Texas Government Code, this Section 7 of this Ordinance shall constitute authority for the issuance of any such replacement Bond without necessity of further action by the governing body of the Issuer or any other body or person, and the duty of the replacement of such Bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bonds in the form and manner and with the effect, as provided in Section 3 of this Ordinance for Bonds issued in conversion and exchange for other Bonds.

Section 8. CUSTODY, APPROVAL, AND REGISTRATION OF BONDS; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED; ENGAGEMENT OF BOND COUNSEL.

(a) The Mayor of the Issuer is hereby authorized to have control of the Bonds initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Bonds pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Bonds said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the COMPTROLLER'S REGISTRATION CERTIFICATE attached to such Bonds, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Bond. The approving legal opinion of the Issuer's Bond Counsel and the assigned CUSIP numbers may, at the option of the Issuer, be printed on the Bonds issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the Registered Owners of the Bonds. In addition, if bond insurance is obtained, the Bonds may bear an appropriate legend as provided by the insurer.

(b) The obligation of the initial purchaser to accept delivery of the Bonds is subject to the initial purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the Issuer, which opinion shall be dated as of and delivered on the date of initial delivery of the Bonds to the initial purchaser. The engagement of such firm as bond counsel to the Issuer in connection with issuance, sale and delivery of the Bonds is hereby approved and confirmed.

Section 9. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE BONDS.

(a) Covenants. The Issuer covenants to take any action necessary to assure, or refrain from any action that would adversely affect, the treatment of the Bonds as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the Registered Owner for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(1) to take any action to assure that no more than ten percent (10%) of the proceeds of the Bonds (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than ten percent (10%) of the proceeds or the projects financed or refinanced therewith (the "Projects") are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than ten percent (10%) of the debt service on the Bonds, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds five percent (5%) of the proceeds of the Bonds or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of five percent (5%) is used for a "private business use" that is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount that is greater than the lesser of $5,000,000, or five percent (5%) of the proceeds of the Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action that would otherwise result in the Bonds being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Bonds being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Bonds, directly or indirectly, to acquire or to replace funds that were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) that produces a materially higher yield over the term of the Bonds, other than investment property acquired with –

(A) proceeds of the Bonds invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 90 days or less until such proceeds are needed for the purpose for which the Bonds or refunding bonds are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the rules and regulations of the United States Department of the Treasury (the "Treasury Regulations"), and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed ten percent (10%) of the proceeds of the Bonds;

(7) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage); and

(8) to refrain from using proceeds of the Bonds or the proceeds of any prior bonds to pay debt service on another issue more than ninety (90) days after the issuance of the Bonds in contravention of section 149(d) of the Code (relating to advance refundings);

(9) to pay to the United States of America at least once during each five-year period (beginning on the delivery date of the Bonds) an amount that is at least equal to ninety percent (90%) of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than sixty (60) days after the Bonds have been paid in full, one hundred percent (100%) of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code; and

(10) to file or cause to be filed with the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Bonds are issued, an information statement concerning the Bonds, all under and in accordance with section 149(e) of the Code and the applicable Treasury Regulations promulgated thereunder.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (a)(9), a "Rebate Fund" is hereby established by the Issuer for the sole benefit of the United States of America, and such Fund shall not be subject to the claim of any other person, including without limitation the Registered Owner. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Use of Proceeds. For purposes of the foregoing covenants (a)(1) and (a)(2), the Issuer understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the Refunded Obligations expended prior to the date of issuance of the Bonds. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code Treasury Regulations. In the event that regulations or rulings are hereafter promulgated that modify or expand provisions of the Code, as applicable to the Bonds, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated that impose additional requirements applicable to the Bonds, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs the Mayor or the City Manager of the Issuer to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, that may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds.

(d) Disposition of Projects. The Issuer covenants that the property constituting the Projects will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Bonds. For purpose of the foregoing, the Issuer may rely on an opinion of nationally-recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Designation as a Qualified Tax-Exempt Obligation. The Issuer hereby designates the Bonds as "qualified tax-exempt obligations" as defined in section 265(b)(3) of the Code. In furtherance of such designation, the Issuer represents, covenants and warrants the following: (a) that during the calendar year in which the Bonds are issued, the Issuer (including any subordinate entities) has not designated nor will designate tax-exempt obligations, which when aggregated with the Bonds, will result in more than $10,000,000 of "qualified tax-exempt obligations" being issued; (b) that the Issuer reasonably anticipates that the amount of tax-exempt obligations issued, during the calendar year in which the Bonds are issued, by the Issuer (or any subordinate entities) will not exceed $10,000,000; and, (c) that the Issuer will take such action or refrain from such action as necessary, and as more particularly set forth in this Section, in order that the Bonds will not be considered "private activity bonds" within the meaning of section 141 of the Code.

Section 10. SALE OF BONDS AND APPROVAL OF OFFICIAL STATEMENT; FURTHER PROCEDURES.

(a) That the Bonds are hereby sold and shall be delivered to The Baker Group (the "Underwriter"), for the purchase price of $[_____] (representing the par amount of the Bonds of $[_____], plus net aggregate original issue premium of $[_____] (premium to be applied as set forth in Section 16), and less an underwriting discount of $[_____]) pursuant to the terms and provisions of a Purchase Agreement with the Underwriter. It is hereby officially found, determined, and declared that the Bonds have been sold pursuant to the terms and provisions of a Purchase Agreement in substantially the form presented at this meeting, which the Mayor of the Issuer (or in the Mayor's absence, by the Mayor Pro Tem) is hereby authorized and directed to execute. It is hereby officially found, determined, and declared that the terms of this sale are the most advantageous reasonably obtainable. The Initial Bond shall be registered in the name of The Baker Group, or its designee.

(b) The City Council hereby approves the form and content of the Official Statement relating to the Bonds and any addenda, supplement or amendment thereto (the "Official Statement"), and approves the distribution of such Official Statement in the reoffering of the Bonds by the Underwriter in final form, with such changes therein or additions thereto as the officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof. The distribution and use of the Preliminary Official Statement prior to the date hereof is hereby ratified and confirmed.

(c) The Mayor, City Manager, City Secretary and Finance Director, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name of the Issuer all other such documents, certificates and instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Bonds, the sale of the Bonds and the Official Statement. In case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 11. COMPLIANCE WITH RULE 15c2-12.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"MSRB" means the Municipal Securities Rulemaking Board.
"Rule" means SEC Rule 15c2-12, as amended from time to time.
"SEC" means the United States Securities and Exchange Commission.

(b) Annual Reports.

(i) The Issuer shall provide annually to the MSRB, in an electronic format as prescribed by the MSRB, within six (6) months after the end of each fiscal year ending in or after 2022, financial information and operating data with respect to the Issuer of the general type included in the final Official Statement under Tables numbered 1 through 6 and 8 through 15. The Issuer will additionally provide audited financial statements when and if available, and in any event, within twelve (12) months after the end of each fiscal year ending in or after 2022. If the audit of such financial statements is not complete within twelve (12) months after any such fiscal year end, then the Issuer will file unaudited financial statements within such twelve (12) month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available. Any financial statements so to be provided shall be prepared in accordance with the accounting principles described in Appendix B to the Official Statement, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation.

(ii) If the Issuer changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document that is available to the public on the MSRB's internet website or filed with the SEC. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(c) Event Notices.

(i) The Issuer shall notify the MSRB in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten (10) business days after the occurrence of the event) of any of the following events with respect to the Bonds:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other events affecting the tax status of the Bonds;
7. Modifications to rights of holders of the Bonds, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the Issuer;

13. The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor trustee or change in the name of the trustee, if material;
15. Incurrence of a financial obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of any such financial obligation of the Issuer, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of any such financial obligation of the Issuer, any of which reflect financial difficulties.

As used in clause 12 above, the phrase "bankruptcy, insolvency, receivership or similar event" means the appointment of a receiver, fiscal agent or similar officer for the Issuer in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets of the Issuer, or if jurisdiction has been assumed by leaving the existing City Council and officials or officers of the Issuer in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer. For the purposes of the above describe event notices 15 and 16, the term "financial obligation" means a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (iii) a guarantee of (i) or (ii); provided however, that a "financial obligation" shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

(ii) The Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such subsection.

(d) Limitations, Disclaimers, and Amendments.

(i) The Issuer shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Issuer remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the Issuer in any event will give notice of any deposit made in accordance with this Ordinance or applicable law that causes Bonds no longer to be outstanding.

(ii) The provisions of this Section are for the sole benefit of the Registered Owners and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Issuer undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Issuer's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Issuer does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

(iii) UNDER NO CIRCUMSTANCES SHALL THE ISSUER BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(iv) No default by the Issuer in observing or performing its obligations under this Section shall comprise a breach of or default under this Ordinance for purposes of any other provision of this Ordinance. Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

(v) Should the Rule be amended to obligate the Issuer to make filings with or provide notices to entities other than the MSRB, the Issuer hereby agrees to undertake such obligation with respect to the Bonds in accordance with the Rule as amended. The provisions of this Section may be amended by the Issuer from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the Registered Owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Bonds consent to such amendment or (b) a qualified person that is unaffiliated with the Issuer (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the Registered Owners and beneficial owners of the Bonds. The Issuer may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds. If the Issuer so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided.

Section 12. METHOD OF AMENDMENT. The Issuer hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The Issuer may from time to time, without the consent of any Registered Owner, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in order to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the Registered Owners, (ii) grant additional rights or security for the benefit of the Registered Owners, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the Registered Owners, (iv) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (v) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be inconsistent with the provisions of this Ordinance and that shall not in the opinion of nationally recognized bond counsel materially adversely affect the interests of the Registered Owners.

(b) Except as provided in paragraph (a) above, the Registered Owners of Bonds aggregating in principal amount 51% of the aggregate principal amount of then outstanding Bonds that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the Issuer; provided, however, that without the consent of 100% of the Registered Owners in aggregate principal amount of the then outstanding Bonds, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Bonds so as to:

(1) Make any change in the maturity of any of the outstanding Bonds;

(2) Reduce the rate of interest borne by any of the outstanding Bonds;

(3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Bonds;

(4) Modify the terms of payment of principal or of interest or redemption premium on outstanding Bonds or any of them or impose any condition with respect to such payment; or

(5) Change the minimum percentage of the principal amount of the Bonds necessary for consent to such amendment.

(c) If at any time the Issuer shall desire to amend this Ordinance under this Section, the Issuer shall send by U.S. mail to each Registered Owner of the affected Bonds a copy of the proposed amendment. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the office of the Issuer for inspection by all Registered Owners of such Bonds.

(d) Whenever at any time within one year from the date of mailing of such notice the Issuer shall receive an instrument or instruments executed by the Registered Owner of at least 51% in aggregate principal amount of all of the Bonds then outstanding that are required for the amendment, which instrument or instruments shall refer to the proposed amendment and shall specifically consent to and approve such amendment, the Issuer may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the Issuer and all Registered Owners of such affected Bonds shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the Registered Owner of a Bond pursuant to the provisions of this Section shall be irrevocable for a period of six (6) months from the date of such consent, and shall be conclusive and binding upon all future Registered Owners of the same Bond during such period. Such consent may be revoked at any time after six (6) months from the date of such consent by the Registered Owner who gave such consent, or by a successor in title, by filing notice with the Issuer, but such revocation shall not be effective if the Registered Owners of 51% in aggregate principal amount of the affected Bonds then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

(g) For the purposes of establishing ownership of the Bonds, the Issuer shall rely solely upon the registration of the ownership of such Bonds on the registration books kept by the Paying Agent/Registrar.

Section 13. DEFAULT AND REMEDIES.

(a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the Issuer, the failure to perform which materially, adversely affects the rights of the Registered Owners of the Bonds, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of sixty (60) days after notice of such default is given by any Registered Owner to the Issuer.

(b) Remedies for Default.

(i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the Issuer for the purpose of protecting and enforcing the rights of the Registered Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies.

(ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Bonds then outstanding.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Bond authorized under this Ordinance, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers or employees of the Issuer or the City Council.

Section 14. APPROVAL OF ESCROW AGREEMENT AND TRANSFER OF FUNDS. In furtherance of authority granted by Section 1207.007(b), Texas Government Code, the Mayor or City Manager are further authorized to enter into and execute on behalf of the Issuer with the escrow agent named therein, an escrow or similar agreement, which agreement will provide for the payment in full of the Refunded Obligations. In addition, the Mayor or the City Manager is authorized to purchase such securities, to execute such subscriptions for the purchase of the Escrowed Securities (as defined in the agreement), if any, and to authorize such contributions for the escrow fund as provided in the agreement.

Section 15. REDEMPTION OF REFUNDED OBLIGATIONS.

(a) The Issuer hereby directs that the Refunded Obligations be called for redemption on the dates set forth on Schedule I. Such Refunded Obligations shall be redeemed at the redemption price of par plus accrued interest. The Mayor of the Issuer is hereby authorized to issue or cause to be issued the notice of redemption of the Refunded Obligations to the Refunded Obligations Paying Agent.

(b) In addition, the Refunded Obligations Paying Agent, is hereby directed to provide notice of redemption to the registered owners of the Refunded Obligations and is hereby directed to make appropriate arrangements so that the Refunded Obligations may be redeemed on their respective redemption dates. The Refunded Obligations shall be presented for redemption at the paying agent/registrar therefor, and shall not bear interest after the date fixed for redemption.

(c) The source of funds for payment of the principal of and interest on the Refunded Obligations on their redemption date shall be from the funds deposited with the Escrow Agent, pursuant to the Escrow Agreement approved in Section 14 of this Ordinance.

Section 16. APPROPRIATION. To pay the debt service coming due on the Bonds prior to receipt of the taxes levied to pay such debt service, if any, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

Section 17. NO PERSONAL LIABILITY. No recourse shall be had for payment of the principal of or interest on any Bonds or for any claim based thereon, or on this Ordinance, against any official or employee of the Issuer or any person executing any Bond.

Section 18. EFFECTIVE DATE. In accordance with the provisions of Government Code, Section 1201.028, this Ordinance shall be effective immediately upon its adoption by the City Council.

Section 19. SEVERABILITY. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this Ordinance, despite such invalidity, which remaining portions shall remain in full force and effect.

PASSED AND APPROVED this 27th day of June, 2022.

JEFF JORDAN
MAYOR

ATTEST:

JESSIE HANKS
CITY SECRETARY

SCHEDULE I

SCHEDULE OF ELIGIBLE REFUNDED OBLIGATIONS

- City of Kaufman, Texas Tax Note, Series 2022

EXHIBIT A

(a) Form of Bond.

NO. R-	UNITED STATES OF AMERICA STATE OF TEXAS	PRINCIPAL AMOUNT $________

CITY OF KAUFMAN, TEXAS
GENERAL OBLIGATION REFUNDING BOND
SERIES 2022

INTEREST RATE	DELIVERY DATE	MATURITY DATE	CUSIP NO.
____________	____________	____________	____________

REGISTERED OWNER:

PRINCIPAL AMOUNT: DOLLARS

ON THE MATURITY DATE specified above, the City of Kaufman, in Kaufman County, Texas, (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above. The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Delivery Date specified above at the Interest Rate per annum specified above. Interest is payable on February 15, 2023 and semiannually on each August 15 and February 15 thereafter to the Maturity Date specified above, or the date of redemption prior to maturity; except, if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the Registered Owner hereof upon presentation and surrender of this Bond at maturity, or upon the date fixed for its redemption prior to maturity, at the principal corporate trust office of The Bank of New York Mellon, N.A., Dallas, Texas, which is the "Paying Agent/Registrar" for this Bond. The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the ordinance authorizing the issuance of this Bond (the "Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared at the close of business on the last business day of the month preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Bond appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

ANY ACCRUED INTEREST due at maturity or upon the redemption of this Bond prior to maturity as provided herein shall be paid to the Registered Owner upon presentation and surrender of this Bond for redemption and payment at the principal corporate trust office of the Paying Agent/Registrar. The Issuer covenants with the Registered Owner of this Bond that on or before each principal payment date and interest payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due.

IF THE DATE for any payment of the principal of or interest on this Bond shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day that is not such a Saturday, Sunday, legal holiday or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND is one of a series of Bonds dated June 15, 2022, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of $[_____] for the public purposes of refunding certain outstanding obligations of the Issuer, and to pay the costs incurred in connection with the issuance of the Bonds.

[THE BONDS SCHEDULED TO MATURE on February 15, [_____] (the "Term Bonds") are subject to scheduled mandatory redemption by the Paying Agent/Registrar by lot, or by any other customary method that results in a random selection, at a price equal to the principal amount thereof, plus accrued interest to the redemption date, out of moneys available for such purpose in the interest and sinking fund for the Bonds, on the dates and in the respective principal amounts, set forth in the following schedule:

Term Bond
Maturity: February 15, 20__

Mandatory Redemption Date	Principal Amount ($)
February 15, 20__	
February 15, 20__	
February 15, 20__ (maturity)	

The principal amount of Term Bonds of a stated maturity required to be redeemed on any mandatory redemption date pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the Issuer, by the principal amount of any Term Bonds of the same maturity which, at least forty-five (45) days prior to a mandatory redemption date (1) shall have been acquired by the Issuer at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation or (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the Issuer at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase.]

AT LEAST THIRTY (30) days prior to the date fixed for any redemption of Bonds or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, at least thirty (30) days prior to the date fixed for any such redemption, to the Registered Owner of each Bond to be redeemed at its address as it appeared on the business day prior to the mailing of such redemption notice; provided, however, that the failure of the Registered Owner to receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Bond. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Bonds or portions thereof that are to be so redeemed. If such written notice of redemption is sent and if due provision for such payment is made, all as provided above, the Bonds or portions thereof that are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Bond shall be redeemed, a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of $5,000, at the written request of the Registered Owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon the surrender thereof for cancellation, at the expense of the Issuer, all as provided in the Ordinance.

ALL BONDS OF THIS SERIES are issuable solely as fully registered bonds, without interest coupons, in the denomination of any integral multiple of $5,000. As provided in the Ordinance, this Bond may, at the request of the Registered Owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered Bonds, without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of $5,000 as requested in writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Ordinance. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any integral multiple of $5,000 to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Bond may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond or any portion or portions hereof from time to time by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Bond or portion thereof will be paid by the Issuer. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or (ii) with respect to any Bond or any portion thereof called for redemption prior to maturity, within forty-five (45) days prior to its redemption date.

IN THE EVENT any Paying Agent/Registrar for the Bonds is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owners of the Bonds.

IT IS HEREBY certified, recited and covenanted that this Bond has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Bond have been performed, existed and been done in accordance with law; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said Issuer, and have been pledged for such payment, within the limit prescribed by law.

THE ISSUER HAS RESERVED THE RIGHT to amend the Ordinance as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the Registered Owners of a majority in aggregate principal amount of the outstanding Bonds.

BY BECOMING the Registered Owner of this Bond, the Registered Owner thereby acknowledges all of the terms and provisions of the Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Bond and the Ordinance constitute a contract between each Registered Owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed with the manual or facsimile signature of the Mayor of the Issuer (or in the Mayor's absence, by the Mayor Pro Tem) and countersigned with the manual or facsimile signature of the City Clerk of said Issuer (or in the City Clerk's absence, by the Assistant City Clerk), and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Bond.

(signature)	(signature)
City Clerk	Mayor

(SEAL)

(b) Form of Paying Agent/Registrar's Authentication Certificate.

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE
(To be executed if this Bond is not accompanied by an executed Registration
Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Bond has been issued under the provisions of the Ordinance described in the text of this Bond; and that this Bond has been issued in conversion or replacement of, or in exchange for, a Bond, Bonds, or a portion of a Bond or Bonds of a series that originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: ____________________.

The Bank of New York Mellon Trust Company, N.A.,
Paying Agent/Registrar

By: ____
Authorized Representative

(c) Form of Assignment.

ASSIGNMENT
(Please print or type clearly)

For value received, the undersigned hereby sells, assigns and transfers unto: ____________________

____

Transferee's Social Security or Taxpayer Identification Number: ____________________

Transferee's name and address, including zip code: ______________________________

____

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

____, attorney, to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: ____________________.

Signature Guaranteed:

____

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.

____

NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Bond in every particular, without alteration or enlargement or any change whatsoever.

(d) Form of Registration Certificate of the Comptroller of Public Accounts.

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.

____

I hereby certify that there is on file and of record in my office a true and correct copy of the opinion of the Attorney General of the State of Texas approving this Bond and that this Bond has been registered this day by me.

Witness my signature and seal this ________________________.

____
Comptroller of Public Accounts of the State of Texas

(COMPTROLLER'S SEAL)

(e) Initial Bond Insertions.

(i) The Initial Bond shall be in the form set forth is paragraph (a) of this Section, except that:

A. immediately under the name of the Bond, the headings "Interest Rate" and "Maturity Date" shall both be completed with the words "As shown below" and "CUSIP No. _____" shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"THE CITY OF KAUFMAN, TEXAS, in Kaufman County, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on February 15 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

Years (2/15)	Principal Installments ($)	Interest Rates (%)

The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Delivery Date specified above at the respective Interest Rate per annum specified above. Interest is payable on February 15, 2023, and semiannually on each August 15 and February 15 thereafter to the date of payment of the principal installment specified above, or the date of redemption prior to maturity; except, that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full."

C. The Initial Bond shall be numbered "T-1."

Meeting Date: 6/27/2022 | **Date: 06/24/2022** | **Item #: 10.** | **Dept.: Administration**

Resolution

SUBJECT:

Consider and take appropriate action on Resolution R-21-22, a resolution of the City Council of the City of Kaufman, Texas, accepting the preliminary service and assessment plan for authorized improvements within the Kaufman Public Improvement District No. 2 (Prairie Creek); setting a date for a public hearing on the proposed levy of assessments; authorizing notice; and enacting other provisions relating thereto.

BACKGROUND:

This PSAP for consideration is for Prairie Creek Ph III. All stakeholders have had a chance to review/edit this document to ensure compliance with state statutes and the intent of the creation of this PID. Developer will be reimbursed from PID assessments for approximately $1.1M of public improvements ... the remaining $2M will come from the Development team. There will be no PID Bonds associated w/this PID.

Author: Mike Slye, City Manager

Reviewed: Mike Slye, City Manager

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

Recommendation: Staff recommends approval of Resolution R-21-22 as presented.

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

RESOLUTION NO. R-21-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KAUFMAN, TEXAS, ACCEPTING THE PRELIMINARY SERVICE AND ASSESSMENT PLAN FOR AUTHORIZED IMPROVEMENTS WITHIN THE KAUFMAN PUBLIC IMPROVEMENT DISTRICT NO. 2; SETTING A DATE FOR PUBLIC HEARING ON THE PROPOSED LEVY OF ASSESSMENTS; AUTHORIZING THE PUBLICATION AND MAILING OF NOTICE; AND ENACTING OTHER PROVISIONS RELATING THERETO.

WHEREAS, the City of Kaufman, Texas (the "*City*"), is authorized under Chapter 372 of the Texas Local Government Code, as amended (the "*Act*"), to create a public improvement district; and

WHEREAS, on or about November 10, 2021, the City received a petition from SRP Development, LLC**,** a Texas limited liability company, the owner of approximately 17.48 acre tract of land within the corporate limits of the City (the "*Petitioner*"), submitted and filed with the City Secretary of the City a petition (the "*Petition*") requesting the establishment of a public improvement district pursuant to the Act, such district to include the property described by metes and bounds in **Exhibit "A"** and depicted in **Exhibit "B"** (the "*Property*"), each attached hereto and incorporated herein for all purposes; and

WHEREAS, on November 22, 2021, the City Council accepted the Petition and called a public hearing for December 20, 2021, on the creation of the Kaufman Public Improvement District No. 2 (the "District") and the advisability of the improvements; and

WHEREAS, notice of the hearing was published in a newspaper of general circulation in the City and notice was also mailed to the property owners within the PID in accordance with the in Act; and

WHEREAS, the City Council opened and conducted such public hearing on the advisability of the improvements and the creation of the District, and closed such hearing on December 20, 2021; and

WHEREAS, the City Council approved the creation of the District by Resolution No. R-39-21, approved on December 20, 2021 (the " Creation Resolution") and such Resolution was filed in the real property records of Kaufman County; and

WHEREAS, pursuant to Sections 372.013, 372.014, and 372.016 of the Act, the City Council has directed the preparation of a Preliminary Service and Assessment Plan for certain public improvements (the "Authorized Improvements") within the District (the "Preliminary Plan"), such Preliminary Plan attached hereto as Exhibit C, covers a period of at least five years and defines the annual indebtedness and the projected costs of the Authorized Improvements within the District; and

WHEREAS, the Preliminary Plan also includes assessment plans that apportion the cost of an Authorized Improvement to be assessed against property within the District and such apportionment is made on the basis of special benefits accruing to the assessed property within the District because of the Authorized Improvements; and

WHEREAS, the City Council also directed the preparation of an assessment roll for the District that states the assessment against each parcel of land within the District (the "Assessment Roll") and such Assessment Roll is attached to and a part of the Preliminary Plan; and

WHEREAS, after determining the total costs of the Authorized Improvements for the District, the City Council notes that the Preliminary Plan and proposed Assessment Roll may be changed as the City Council deems appropriate before such Preliminary Plan and Assessment Roll are adopted as final by the City Council; and

WHEREAS, the City has determined to call a public hearing regarding the proposed levy of assessments pursuant to the Preliminary Plan and the proposed Assessment Roll on property within the District, pursuant to Section 372.016 of the Act; and

WHEREAS, the City desires to publish and mail notice of such public hearing in order to provide notice to all interested parties of the City's proposed levy of assessments against such property in the District, pursuant to Section 372.016 of the Act; and

WHEREAS, the City desires to file the Preliminary Plan and Assessment Roll with the City Secretary such that they are available for public inspection pursuant to Section 372.016 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. Calling Public Hearing. The City Council hereby calls a public hearing (the "Public Hearing") for 6:00 p.m. on July 25, 2022 at the regular meeting place of the City, the City Council Chamber at Kaufman City Hall, 209 S. Washington, Kaufman, Texas 75142, to consider approving the Preliminary Plan, with such changes and amendments as the City Council deems necessary, and the proposed Assessment Roll with such amendments to the assessments on any parcel as the City Council deems necessary, as the final Service and Assessment Plan (the "Final Plan") and final Assessment Roll (the "Final Roll") for the District. After all objections made at such hearing have been heard, the City Council may (i) levy the assessments as special assessments against each parcel of property in the District as set forth in the Final Plan, including the Final Roll; (ii) specify the method of payment of the assessments; and (iii) provide that assessments be paid in periodic installments. Notice of the Public Hearing setting out the matters required by Section 372.016 of the Act shall be given by publication at least eleven (11) days before the date of the hearing, in a newspaper of general circulation in the City. Notice of such hearing shall also be given by the City Secretary, by mailing a copy of the notice containing the information required by Section 372.016(b) of the Act to the last known address of each owner of property liable for an assessment in the proposed Final Roll as reflected on the tax rolls of the Harris County Appraisal District. All residents and property owners within the District, and all other persons, are hereby invited to appear in person, or by their attorney, and contend for or contest the Preliminary Plan and the Final Roll, and the proposed assessments and offer testimony pertinent to any issue presented on the amount of the assessments, purpose of the assessments, special benefit of the assessments, and the costs of collection and the penalties and interest on delinquent assessments. At or on the adjournment of the hearing conducted pursuant to Section 372.016 on the proposed assessments, the City Council must hear and pass on any objection to a proposed assessment. The City Council may amend a proposed assessment on any parcel in the District. The failure of a property owner to receive notice does not invalidate the proceeding.

Section 3. Publication of Notice. The City Council hereby directs the City Secretary to cause the publication and mailing of notice of the Public Hearing substantially in the form attached as Exhibit A. Such publication shall occur before the 10th day before the date of the Public Hearing.

Section 4. Conduct of Public Hearing. The City Council shall convene at the location and at the time specified in the notice described above for the Public Hearing and shall conduct the Public Hearing in connection with its consideration of the Final Plan, including the Final Roll, for the District and the levy of the proposed assessments, including costs of collection, penalties and interest on delinquent assessments. At the Public Hearing, the City Council will hear and pass on any objections to the Preliminary Service and Assessment Plan and the proposed Assessment Roll and the levy of the proposed assessments (which objections may be written or oral). At or on the adjournment of the Public Hearing, the City Council may amend a proposed assessment on any parcel in the District. After all objections, if any, have been heard and passed upon, the City may (i) levy the assessments as special assessments against each parcel of property in the District as set forth in the Final Plan and Final Roll for the District, (ii) specify the method of payment of the assessments, and (iii) provide that the assessments be paid in periodic installments.

Section 5. Filing of Proposed Assessment Roll. The proposed Final Roll shall be filed in the office of the City Secretary and be made available to any member of the public who wishes to inspect the same.

Section 6. Further Action. The City Secretary is hereby authorized and directed to take such other actions as are required, including providing notice of the Public Hearing as required by the Texas Open Meetings Act and placing the Public Hearing on the agenda for the July 25, 2022 meeting of the City Council.

[Signature Page Follows]

DULY RESOLVED by the City Council of the City of Kaufman, Texas, on the 27^{TH} day of June, 2022.

APPROVED:

____
JEFF JORDAN
MAYOR

ATTEST:

____
JESSIE HANKS
CITY SECRETARY

APPROVED AS TO FORM:

____
PATRICIA A. ADAMS
CITY ATTORNEY

EXHIBIT A

CITY OF KAUFMAN
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT a public hearing will be conducted by the City Council of the City of Kaufman, Texas for 6:00 p.m. on July 25, 2022 at the regular meeting place of the City, the City Council Chamber at Kaufman City Hall, 209 S. Washington, Kaufman, Texas 75142. The public hearing will be held to consider proposed assessments to be levied against certain assessable property in the Kaufman Public Improvement District No. 2 (the "District") pursuant to the provisions of Chapter 372 of the Texas Local Government Code, as amended (the "Act").

The general nature of the proposed public improvements (collectively, the "Authorized Improvements"): (i) street and roadway improvements, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) establishment or improvement of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, playgrounds, walkways, lighting and any similar items located therein; (iii) sidewalks and landscaping, including entry monuments and features, fountains, lighting and signage; (iv) acquisition, construction and improvement of water, wastewater and drainage improvements and facilities (v) projects similar to those listed in subsections (i) - (iv) above authorized by the Act, including similar off-site projects that provide a benefit to the property within the District; (vi)special supplemental services for improvement and promotion of the District as approved by the City; (vii) payment of costs associated with operating and maintaining the public improvements listed in subparagraphs (i) - (vi) above; and (viii) payment of costs associated with developing and financing the public improvements listed in subparagraphs (i) - (vi) above, and costs of establishing, administering and operating the District. These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property.

The estimated cost to design, acquire and construct the Authorized Improvements within the District, together with bond issuance costs, eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in establishment, administration and operation of the District is approximately $3,000,000, plus the annual cost of supplemental services, if any, and operation and maintenance costs, if any. The City will pay no costs of the Authorized Improvements, supplemental services or operation and maintenance costs from funds other than assessments levied on property within the District. The remaining costs of the proposed improvements will be paid from sources other than those described above.

Approximately 17.48 acres of land within the City of Kaufman, Texas. Said property being generally located Southwest of FM 1836 and Melody Drive. A metes and bounds description is available from the City Secretary at Kaufman City Hall, 209 South Washington, Kaufman, Texas 75142.

All written or oral objections relating to the levy of the proposed assessments will be considered at the public hearing.

A copy of the Preliminary Service and Assessment Plan, including the proposed Assessment Roll, for the District, which includes the assessments to be levied against each parcel in the District is available for public inspection at the office of the City Secretary, 209 South Washington, Kaufman, Texas 75142.

WITNESS MY HAND AND THE OFFICIAL SEAL OF THE CITY, this 27th day of June, 2022.

/s/ ______________________________
City Secretary

#6190719.2

EXHIBIT A

PROPERTY DESCRIPTION

EXHIBIT A

Metes and Bounds Description

17.48 ACRES

WHEREAS SRP DEVELOPMENT, LLC, BEING THE OWNER OF 17.480 ACRES IF LAND IN THE THOMAS BEEDY SURVEY, ABSTRACT NO. 21, CITY OF KAUFMAN, KAUFMAN COUNTY, AS DESCRIBED AS FOLLOWS:

TRACT 1

BEING 16.341 ACRES OF LAND LOCATED IN THE THOMAS BEEDY SURVEY, ABSTRACT N0.21, KAUFMAN COUNTY, TEXAS, BEING ALL OF THAT CERTAIN CALLED 16.339 ACRE TRACT DESCRIBED AS TRACT III IN WARRANTY DEED WITH VENDOR'S LIEN TO PARKS HOME CONSTRUCTION LLC AND RECORDED IN INSTRUMENT NUMBER 2018-022333, DEED RECORDS. KAUMAN COUNTY. TEXAS (D.R.KC. T.) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD WITH RED CAP STAMPED "ONEAL 6520" SET IN THESOUTHWEST LINE OF

FARM-TO-MARKET ROAD 1836 (90 RIGHT-OF-WAY) AT THE NORTH CORNER OF THE ABOVE-MENTIONED 16.339 ACRE TRACT;

THENCE SOUTH 45 DEGREES 14 MINUTES 38 SECONDS EAST, WITH THE SOUTHWEST LINE OF FARM-TO-MARKET ROAD 1836. A DISTANCE OF 90.82 FEET TO A 3/8" IRON ROD WITH ORANGE CAP STAMPED "RPLS 5244" FOUND (HEREAFTER CALLED IRON ROD FOUND) AT THE MOST NORTHERLY EAST CORNER OF SAID 16.339 ACRE TRACT AND THE MOST NORTHERLY CORNER OF THE 19.524 ACRE CITY OF KAUFMAN TRACT AS RECORDED IN DOCUMENT NUMBER 2009-00012684 (D.R.K.C.T.);

THENCE ALONG THE SOUTHEAST LINE OF SAID 16339 ACRE TRACT AND THE COMMON NORTHWEST LINE OF THE ABOVE-MENITIONED 19.524 ACRE TRACT THE FOLLOWING FIFTEEN (15) COURSES AND DISTANCES:

1) SOUTH 19 DEGREES 56 MINUTES 46 SECONDS WEST, A DISTANCE OF 132.14 FEET TO AN IRON ROD FOUND;

2) SOUTH 15 DEGREES 18 MINUTES 18 SECONDS WEST, A DISTANCE OF 62.89 FEET TO AN IRON ROD FOUND;

3) SOUTH 07 DEGREES 16 MINUTES 03 SECONDS WEST, A DISTANCE OF 184.44 FEET TO AN IRON ROD FOUND;

4) SOUTH 44 DEGREES 53 MINUTES 37 SECONDS WEST, A DISTANCE OF 70.10 FEET TO AN IRON ROD FOUND;

5) SOUTH 46 DEGREES 23 MINUTES 03 SECONDS EAST, A DISTANCE OF 39.23 FEET TO AN IRON ROD FOUND;

6) SOUTH 43 DEGREES 41 MINUTES 40 SECONDS WEST, A DISTANCE OF 115.07 FEET TO AN IRON ROD FOUND;

7) SOUTH 46 DEGREES 18 MINUTES 20 SECONDS EAST, A DISTANCE OF 85.51 FEET TO AN IRON ROD FOUND AT THE BEGINNING OF A CURVE TO THE RIGHT HAVING A DEL TA ANGLE OF 90 DEGREES 03 MINUTES 59 SECONDS, A RADIUS OF 40.00 FEET AND A LONG CHORD THAT BEARS SOUTH 00 DEGREES 05 MINUTES 27 SECONDS EAST FOR A DISTANCE OF 56.60 FEET;

8) SOUTHERLY ALONG SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 62.88 FEET TO AN IRON ROD FOUND;

9) SOUTH 44 DEGREES 54 MINUTES 38 SECONDS WEST, A DISTANCE OF 457.07 FEET TO AN IRON ROD FOUND;

10) SOUTH 45 DEGREES 05 MINUTES 09 SECONDS EAST, A DISTANCE OF 124.71 FEET TO AN IRON ROD FOUND;

11) SOUTH 44 DEGREES 53 MINUTES 37 SECONDS WEST, A DISTANCE OF 214.51 FEET TO AN IRON ROD FOUND;

12) SOUTH 46 DEGREES 23 MINUTES 03 SECONDS EAST, A DISTANCE OF 143.96 FEET TO AN IRON ROD FOUND;

13) SOUTH 43 DEGREES 43 MINUTES 52 SECONDS WEST, A DISTANCE OF 125.37 FEET TO AN IRON ROD FOUND AT THE BEGINNING OF A CURVE TO THE RIGHT HAVING A DEL TA ANGLE OF 219 DEGREES 52 MINUTES 01 SECONDS, A RADIUS OF 50.00 FEET AND A LONG CHORD THAT BEARS SOUTH 26 DEGREES 25 MINUTES 55 SECONDS EAST FOR A DISTANCE OF 94.01 FEET;

14) SOUTHEASTERLY ALONG SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 191.87 FEET TO AN IRON ROD FOUND;

15) SOUTH 06 DEGREES 19 MUTES 22 SECONDS EAST, A DISTANCE OF 207.37 FEET TO AN IRON ROD FOUND IN THE NORTHEAST LINE OF KAUFMAN BUSINESS PARK, AN ADDITION TO THE CITY OF KAUFMAN BY PLAT THEREOF RECORDED IN CABINET 2, SLIDE 247, PLAT RECORDS, KAUFMAN COUNTY, TEXAS (P.R.K.C.T.);

THENCE NORTH 46 DEGREES 13 MINUTES 52 SECONDS WEST, ALONG THE NORTHEAST LINE OF KAUFMAN BUSINESS PARK. A DISTANCE OF 980.99 FEET TO A 1 /2" IRON ROD WITH RED CAP STAMPED "ONEAL 6520" SET AT THE WEST CORNER OF SAID 16.339 ACRE TRACT;

THENCE NORTH 44 DEGREES 57 MINUTES 29 SECONDS EAST, ALONG THE NORTHWEST LINE OF SAID 16.339 ACRE TRACT, A DISTANCE OP 1515.88 FEET TO THE POINT OF BEGINNING AND CONTAINING 16.341 ACRES OF LAND, MORE OR LESS.

TRACT 2

BEING 1.139 ACRES OF LAND LOCATED IN THE THOMAS BEEDY SURVEY. ABSTRACT NO. 21, KAUFMAN COUNTY, TEXAS, BEING ALL OF THAT CERTAIN CALLED 1.138 ACRE TRACT DESCRIBED AS TRACT IV IN

WARRANTY DEED WITH VENDOR'S LIEN TO PARKS HOME CONSTRUCTION, LLC AND RECORDED IN INSTRUMENT NUMBER

2018-0021333, DEED RECORDS, KAUFMAN COUNTY, TEXAS (D.R K.C. T.) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 3/8" IRON ROD WITH ORANGE CAP STAMPED "RPLS 5244" FOUND (HEREAFTER CALLED IRON ROD FOUND) AT THE INTERSECTION OF SOUTHWEST LINE OF FARM-TO-MARKET ROAD 1836 (90' RIGHT-OF-WAY) WITH THE NORTHWEST LINE OF MELODY DRIVE (50' RIGHT-OF-WAY), SAME BEING THE EAST CORNER OF THE ABOVE-MENTIONED 1.138 ACRE TRACT;

THENCE SOUTH 44 DEGREES 44 MINUTES 36 SECONDS WEST, WITH THE NORTHWEST LINE OF MELODY DRIVE, A DISTANCE OF 175.00 FEET TO AN IRON ROD FOUND IN THE NORTHEAST LINE OF LOT 33, BLOCK C, PRAIRIE CREEK ESTATES, PHASE 2, AN ADDITION TO THE CITY OF KAUFMAN BY PLAT THEREOF RECORDED IN CABINET 2, SLIDE 721, PLAT RECORDS, KAUFMAN COUNTY, TEXAS (P R.K.C. T);

THENCE NORTH 45 DEGREES 14 MINUTES 38 SECONDS WEST, A DISTANCE OF 19.51 FEET TO AN IRON ROD FOUND AT THE NORTH CORNER OF THE ABOVE-MENTIONED LOT 33;

THENCE SOUTH 44 DEGREES 44 MINUTES 36 SECONDS WEST,A DISTANCE OF 114.90 FEET TO AN IRON ROD FOUND IN A NORTHEAST LINE OF THE 19.524 ACRE CITY OF KAUFMAN TRACT AS RECORDED IN DOCUMENT NUMBER 2009-00012684, (D.R.K.C.T.) AT THE WEST CORNER OF SAID LOT 33, SAME BEING THE SOUTH CORNER OF SAID 1.138 ACRE TRACT;

THENCE WITH THE COMMON LINE OF SAID 1.138 ACRE TRACT AND THE ABOVE-MENTIONED 19.524 ACRE TRACT, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

1) NORTH 45 DEGREES 14 MINUTES 38 SECONDS WEST, A DISTANCE OF 75.00 FEET TO AN IRON ROD FOUND;

2) NORTH 44 DEGREES 44 MINUTES 36 SECONDS EAST, A DISTANCE OF 164.96 FEET TO AN IRON ROD FOUND;

3) NORTH 45 DEGREES 14 MINUTES 38 SECONDS WEST, A DISTANCE OF 195.69 FEET TO AN IRON ROD FOUND;

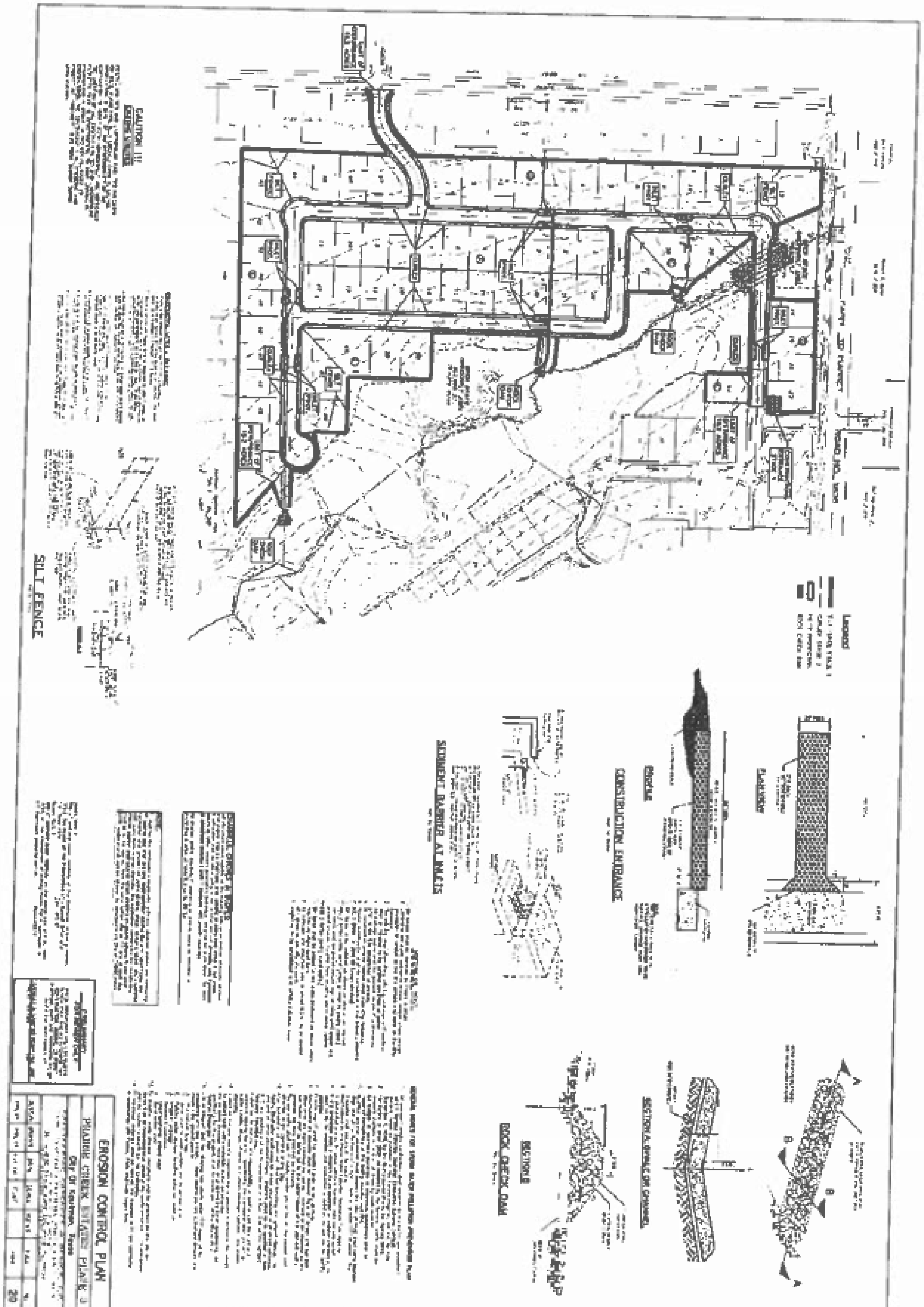
4) NORTH 44 DEGREES 44 MINUTES 36 SECONDS EAST, A DISTANCE OF 124.44 FEET TO AN IRON ROD FOUND IN THE SOUTHWEST LINE OF FARM-TO-MARKET ROAD 1836;

THENCE SOUTH 45 DEGREES 14 MINUTES 38 SECONDS EAST, ALONG THE SOUTHWEST LINE OF FARM-TO-MARKET ROAD 1836 AND THE COMMON NORTHEAST LINE OF SAID 1.138 ACRE TRACT, A DISTANCE OF 290.21 TO THE POINT OF BEGINNING AND CONTAINING 1.139 ACRES OF LAND, MORE OR LESS.

EXHIBIT B

PROPERTY DEPICTION

#6190719.2


EROSION CONTROL PLAN
SILT FENCE
CONSTRUCTION ENTRANCE
SEDIMENT BARRIER AT INLETS
ROCK CHECK DAM
Legend
20

#6190719.2

EXHIBIT C

PRELIMINARY SERVICE AND ASSESSMENT PLAN

#6190719.2

KAUFMAN PUBLIC IMPROVEMENT DISTRICT NO. 2

CITY OF KAUFMAN, TEXAS

PRELIMINARY SERVICE AND ASSESSMENT PLAN

June 27, 2022

PREPARED BY:

MUNICAP, INC.
PUBLIC FINANCE

KAUFMAN PUBLIC IMPROVEMENT DISTRICT NO. 2

PRELIMINARY SERVICE AND ASSESSMENT PLAN

TABLE OF CONTENTS

I. PLAN DESCRIPTION AND DEFINED TERMS

A. INTRODUCTION

On December 20, 2021, the City Council of the City of Kaufman, Texas passed and approved Resolution No. R-39-21 approving and authorizing the creation of the Kaufman Public Improvement District No. 2 (the "PID") to finance the costs of certain public improvements for the benefit of property in such public improvement district, all of which was located within the City limits.

The property in the PID is proposed to be developed in one phase. Assessments will be imposed on the property that receives a special benefit from the public improvements to be financed.

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. 2 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 (1) cover a period of at least five years; (2) define the annual indebtedness and the projected costs for improvements; and (3) include a copy of the notice form required by Section 5.014, Property Code." Additionally, the PID Act requires that "the governing body of the municipality or county shall review and update the service plan 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. The copy of the notice form required by Section 5.014 of the Texas Property Code, as amended, is attached hereto as Appendix E.

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 costs of the Authorized Improvements 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 are included as Appendix G of this Service and Assessment Plan. The Assessments as shown on each Assessment Roll are 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 and 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, and taxes, (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, and (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, 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.

"Administrative Expenses" means the administrative, organization, maintenance and operation costs associated with, or incidental 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, maintenance, and operation of the PID and the Authorized Improvements, (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 any bonds, (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 any Bonds or any costs of issuance associated with any 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 the Bonds or 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 both principal and interest, as shown on the Assessment Roll attached hereto as Appendix G, as applicable, or in an Annual Service Plan Update, and calculated as provided in Section VI of this Service and Assessment Plan, and (ii) the Administrative Expenses.

"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 the property that benefits from the Authorized Improvements to be provided by the PID on which Assessments have been imposed as shown in each Assessment Roll, as each 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 including the portion of those Annual Installments 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" means the Assessment Roll included in this Service and Assessment Plan as Appendix G 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, constructed and installed in accordance with this Service and Assessment Plan, and any future updates and/or amendments.

"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.

"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 SRP Development, LLC, a Texas limited liability corporation.

"Development Agreement" means a certain development agreement by and between the City and SRP Development, LLC, and related to the Property effective December 20, 2021, and as the same may be amended from time to time.

"Homeowner Association" means a homeowner's association or property owners' association established for the benefit of property owners within the boundaries of the PID.

"Homeowner Association Property" means property within the boundaries of the PID that is owned by or irrevocably offered for dedication to, whether in fee simple or through an exclusive use easement, a homeowner's association.

"Lot" means a tract of land described as a "lot" in a subdivision plat recorded in the official public records of the County.

"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 and confirmed by the City Council as shown in Appendix F. In the case of single family residential lots, the Lot Type shall be further defined by classifying the residential lots by the estimated average home value for each home at the time of assessment levy, 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.

"Maximum Assessment Per Lot" means an Assessment per Lot of $17,555.56 .

"Non-Benefited Property" means Parcels that accrue no special benefit from the Authorized Improvements, including Homeowner Association Property, Public Property and easements that create an exclusive use for a public utility provider to the extent they accrue no special benefit. Property identified as Non-Benefited Property that is not assessed at the time the Assessments (i) are imposed or (ii) are reallocated pursuant to a subdivision of a Parcel. 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.C.

"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 real property records of the County.

"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.

"**Prepayment Costs**" mean interest and expenses to the date of prepayment, plus any additional expenses related to the prepayment, reasonably expected to be incurred by or imposed upon the City as a result of any prepayment of an Assessment.

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

"Reimbursement Agreement" means that certain Kaufman Public Improvement District No. 2 Reimbursement Agreement dated as of __________, 2022 by and between the City and the Developer in which the Developer agrees to fund certain Actual Costs of Authorized Improvements and the City agrees to reimburse the Developer for a portion of such Actual Costs funded by the Developer with interest as permitted by the PID Act.

"Service and Assessment Plan" or **"SAP"** means this Service and Assessment Plan prepared for the PID pursuant to the PID Act, as the same may be amended from time to time.

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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 17.48 acres of land. A map of the property within the PID is shown on Appendix A and described in Appendix C to this Service and Assessment Plan.

At completion, the PID is expected to consist of approximately 63 single family residential units, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to the PID. The estimated number of lots are based upon the proposed development plan.

The property within the PID is proposed to be developed as follows:

Table II-A
Proposed Development within the PID

Proposed Development	Units
70 Ft Lot	63
Total	**63**

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

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

(xv) the development, rehabilitation, or expansion of affordable housing

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. on the following page and shown in the opinion of probable costs included as Appendix B and on the diagrams included as Appendix D 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. Descriptions of the Authorized Improvements

The Authorized Improvements benefit the entire PID. The costs of the Authorized Improvements are allocated proportionally throughout the entire PID, excluding Non-Benefited Property, in a manner that anticipates planned development of the PID based on the anticipated number of units.

The Authorized Improvements descriptions are presented below as provided by the project engineer. The Budgeted Costs are shown in Table III-A, and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID. To the extent that an Authorized Improvement is oversized or otherwise provides special benefit to property outside of the PID, the costs of such oversizing are not included in this SAP.

A description of the Authorized Improvements are as follows:

Roadway Improvements

The roadway improvements within the PID include subgrade stabilization, crushed base, concrete pavement and reinforcing steel, concrete curb and gutters, testing, ADA ramps, sidewalks, landscaping, irrigation, signage, traffic control devices and striping. All related earthwork, excavation, erosion control and re-vegetation of all disturbed areas within the right-of-way are included. The street improvements will benefit the Assessed Property. 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 Improvements

The water improvements within the PID consists of construction and installation of a water main network, waterlines, mains, pipes, valves, trench excavation and embedment, trenching, trench safety, fire hydrant assemblies, service connections testing, construction and maintenance bonds, erosion control, inspection, and appurtenances, necessary for the portion of the water distribution system that will service the Assessed Property. The water improvements will be designed and constructed according to City standards and will be owned and operated by the City.

Sanitary Sewer Improvements

The sanitary sewer improvements within the PID consists of construction and installation of pipes, service lines, manholes, encasements, trenching, trench excavation and embedment, trench safety, testing, related earthwork, excavation, construction and maintenance bonds, erosion control, inspection, and appurtenances necessary to provide sanitary sewer service to the Assessed Property. The sanitary sewer improvements will be designed and constructed according to City standards and will be owned and operated by the City.

Storm Drainage Improvements

The storm drainage improvements within the PID consist of reinforced concrete pipes, reinforced concrete boxes, multi-reinforced box culverts, trench excavation and embedment, trench safety, trenching, piping, manholes, inlets, headwalls, concrete rip-rap, handrails, testing, construction and maintenance bonds, erosion control, inspection, and all related earthwork and mass grading and appurtenances necessary to provide storm drainage improvements to the Assessed Property. 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.

Landscaping and Trail Improvements

The landscaping and trail within the PID consist of subgrade preparation, concrete pavement and reinforcement steel, earthwork, erosion, landscaping, and re-vegetation of distributed areas. The landscaping and trail improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Soft and Miscellaneous Costs

The soft and miscellaneous costs include costs related to designing, constructing, and installing the Authorized Improvements including land planning and design, City fees, engineering, soil testing, survey, construction management, contingency, district formation costs, legal fees, consultant fees, and other similar costs.

Table III-A
Estimated Authorized Improvement Costs

Description	Total
Roadway improvements	$854,993
Water improvements	$324,899
Sanitary sewer improvements	$265,377
Storm drainage improvements	$918,426
Landscaping and trail improvements	$175,875
Soft and miscellaneous costs	$670,548
Total Authorized Improvements	**$3,210,118**

[1]The above shown estimated costs are provided by Engineering Concepts and Design, L.P. The figures shown in Table III-A may be revised in Annual Service Plan Updates and may be reallocated between line items so long as the Total Authorized Improvements amount does not change. Amounts are rounded to the nearest dollar

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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. It is anticipated that it will take approximately 6 months to construct the Authorized Improvements.

The Budgeted Costs for Authorized Improvements and payment of expenses incurred in the establishment, administration, and operation of the PID are $3,210,118 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 estimated Authorized Improvement costs, and updating the Assessment Roll(s). Any update to this Service and Assessment Plan is herein referred to as an "Annual Service Plan Update."

Table IV-A shows the estimated sources and uses of funds for the Authorized Improvements.

Table IV-A
Estimated Sources and Uses

Sources of Funds	**Total**
Assessment	$1,106,000
Other Funding Sources[1]	$2,104,118
Total Sources	**$3,210,118**
Uses of Funds	
Authorized Improvements:	
Roadway improvements	$854,993
Water improvements	$324,899
Sanitary sewer improvements	$265,377
Storm drainage improvements	$918,426
Landscaping and trail improvements	$175,875
Soft and miscellaneous costs	$670,548
Subtotal	*$3,210,118*
Total Uses	**$3,210,118**

[1]The other funding sources represent project costs of the Authorized Improvements to be paid by the Developer without reimbursement from the City.

B. PROJECTED FIVE -YEAR SERVICE AND ASSESSMENT PLAN

The annual projected costs and annual projected indebtedness is shown in Table IV-B on the following page. 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.

Table IV-B
Projected Five Year Service Plan

Year	Annual Projected Cost	Total Projected Indebtedness	Annual Projected Amortization (Principal)	Sources other than Assessments[1]	Projected Annual Installments
2022	$3,210,118	$1,106,000	$0	$2,104,118	$0
2023	$0	$0	$0	$0	$0
2024	$0	$0	$18,000	$0	$90,141
2025	$0	$0	$19,000	$0	$90,638
2026	$0	$0	$19,000	$0	$90,094
2027	$0	$0	$20,000	$0	$90,557
2028	$0	$0	$21,000	$0	$90,980
2029	$0	$0	$22,000	$0	$90,961
Total	**$3,210,118**	**$1,106,000**	**$119,000**	**$2,104,118**	**$543,372**

[1] Represent projects costs of the Authorized Improvements to be paid by the Developer without reimbursement from the City.

The annual projected costs shown in Table IV-B are the annual expenditures relating to the Authorized Improvements shown in Table III-A, and the costs associated with setting up the PID shown in Table IV-A. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer.

C. PID DISCLOSURE

The PID Act requires that this Service and Assessment Plan, and each Annual Service Plan Update, include a copy of the Notice forms (required by Section 5.014 of the Texas Property Code). The PID disclosure is attached hereto as Appendix E and may be updated in an Annual Service Plan Update.

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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.

This section of this Service and Assessment Plan currently (i) describes the special benefit received by each Parcel within the PID as a result of the Authorized Improvements, (ii) provides the basis and justification for the determination that this special benefit equals or exceeds the amount of the Assessments to be levied on the Assessed Property for such Authorized Improvements, and (iii) establishes the methodologies by which the City Council allocates and reallocates the special benefit of the Authorized Improvements to Parcels in a manner that results in equal shares of the Actual Costs of the Authorized Improvements being apportioned to Parcels 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.

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) 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 the close proximity of these improvements to the Assessed Property and the specific purpose of these 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 can be 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 expected to be 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.

Each owner of the Assessed Property will ratify, confirm, accept, agree to and approve: (i) the determinations and finding by the City Council as to the special benefits described in this Service and Assessment Plan and the Assessment Ordinance; (ii) the Service and Assessment Plan and the Assessment Ordinance, and (iii) 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. Reimbursing the Actual Costs of the Authorized Improvements through the PID has been determined by the City Council to be the most beneficial means of doing so. As a result, 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 and information 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 as a result;

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 this imposition;

3. 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);

4. Financing of the costs of the Authorized Improvements through the PID is determined to be the most beneficial means of providing for the Authorized Improvements; and,

5. As a result, the special benefit to the Assessed Property from the Authorized Improvements will be equal to or greater than the Assessments.

C. Assessment Methodology

The costs of the Authorized Improvements 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 costs of the Authorized Improvements may be assessed using any methodology that results in the imposition of equal shares of the Actual Costs on Assessed Property similarly benefited.

1. Assessment Methodology for the Authorized Improvements

For purpose of this Service and Assessment Plan, the City Council has determined that the Budgeted Costs of the Authorized Improvements to be financed by the Developer and reimbursable under the Reimbursement Agreement shall be allocated to the Assessed Property by spreading the entire Assessment across the Parcels based on the projected number of units to be developed within the PID.

Based on the Budgeted Costs of the Authorized Improvements, as set forth in Table III-A, the City Council has determined that the benefit to the Assessed Property of the Authorized Improvements is at least equal to the Assessments 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 estimated number of Lots subdivided from such Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Parcel based on the estimated number of Lots in the platted Parcel, as calculated and shown in Appendix F using the types, number and average home value of Lots anticipated to be developed on each Parcel.

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

D. Assessments

The Assessments will be levied on each Parcel according to the Assessment Roll, attached hereto as Appendix G. The Annual Installments will be collected at the time and in the amounts shown on the Assessment Roll 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 each Assessment Roll, attached as Appendix G, which may be revised based on Actual Costs incurred in Annual Service Plan Updates.

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VI. TERMS OF THE ASSESSMENTS

A. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN THE PID

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

The Annual Installments shall be collected from the Assessed Property in an amount sufficient to pay (i) principal and interest on the Reimbursement Agreement, and (ii) to pay Administrative Expenses related to the PID. The Annual Installment for each Parcel in the PID shall be calculated by taking into consideration any other available funds applicable to the PID.

B. REALLOCATION OF ASSESSMENTS

1. Subdivision

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

$$A = B \text{ x } (C \div D)$$

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 Lots to be built on a Parcel shall be performed by the Administrator and confirmed by the City Council based on the information available regarding the use of the Parcel. The estimate as confirmed shall be conclusive. The number of number of units to be built on a Parcel may be estimated by net land area and reasonable density ratios.

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.

C. MANDATORY PREPAYMENT OF ASSESSMENTS

1. 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, prior to any such transfer or act.

2. If at any time the Assessment on a Parcel exceeds the applicable Maximum Assessment Per Lot shown in this Service and Assessment Plan as a result of any changes in land use, subdivision, consolidation or reallocation of the Assessment authorized by this Service and Assessment Plan and initiated by the owner of the Parcel, then such owner shall pay to the City prior to the recordation of the document subdividing the Parcel the amount calculated by the Administrator by which the Assessment per unit for the Parcel exceeds the applicable Maximum Assessment Per Lot calculated in this Service and Assessment Plan.

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.

D. REDUCTION OF ASSESSMENTS

1. If after all Authorized Improvements to be funded through a Reimbursement Agreement have been completed and Actual Costs for such Authorized Improvements are less than the Budgeted Costs of the Authorized Improvements used to calculate the Assessments securing the Reimbursement Agreement, resulting in excess assessment funds being available to reduce obligations pursuant to the Reimbursement Agreement, and such excess assessment may be used to reduce the obligations under the Reimbursement Agreement for each Parcel of Assessed Property such that the sum of the resulting reduced Assessments for all Assessed Properties equals the actual reduced Actual Costs. The Assessments shall not be reduced to an amount less than the amounts due under the Reimbursement Agreement. 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 all the Authorized Improvements are not undertaken, resulting in excess Assessment Revenues being available to reduce the obligations under the Reimbursement Agreement, and such excess Assessment Revenues shall be applied to reduce obligations under the Reimbursement Agreement as provided pursuant to the terms of the Reimbursement Agreement, 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 the obligations under the Reimbursement Agreement, including interest due under the Reimbursement Agreement and Administrative Expenses. 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 estimated number of Lots, if determined by the City Council to be the most fair and practical means of reducing the Assessments for each Parcel, such that the sum of the resulting reduced Assessments equals the amount required to pay obligations under the Reimbursement Agreement, including interest due pursuant to the Reimbursement Agreement and Administrative Expenses. The principal portion of the Assessment for each Parcel shall be reduced in a manner determined by the City in an Annual Service Plan Update such that the sum of the resulting reduced principal portion of the obligations under the Reimbursement Agreement is equal to the outstanding principal amount of the Reimbursement Agreement.

E. 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.

(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 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, if necessary.

(d) 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 and Administrative Expenses.

The interest on the unpaid portion of each Assessment shall be paid at a rate set 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, and (ii) not to exceed two hundred basis points above such bond index rate for the period beginning with the sixth year and shall continue until the Assessment is paid in full. The Assessment Roll sets forth for each year the Annual Installment for each Parcel based on an estimated interest rate of 4.85% for years 1 through 5 an estimated interest rate of 4.85% thereafter. The interest on the Reimbursement Agreement shall be paid based on an estimated interest rate of 4.85% per annum for years 1 through 5 and an estimated interest rate of 4.85% per annum following the fifth Annual Installment in accordance with the Reimbursement Agreement. The index approved by the City is the *Bond Buyer Index* for which the highest average rate during the previous thirty days prior to the levy of Assessments was ___%. Furthermore, the Annual Installments may not exceed the amounts shown on the Assessment Roll.

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

F. Collection of Annual Installments

No less frequently than annually, the Administrator shall prepare, and the City Council shall consider, 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. 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 Lot or Parcel shall commence upon the earlier of: (i) with tax bills sent the first October following the issuance of a building permit for each Lot, such that Assessments are billed only for Lots for which a building permit has been issued, or (ii) with tax bills sent the first October occurring after the expiration of two years from the date of the levy of Assessments on the Assessed Property, such that all Assessments not otherwise being collected, shall begin collection immediately after the expiration of such two year period.

Such first Annual Installment and all subsequent Annual Installments for a Lot or Parcel for which collection has begun, shall be due by January 31st of the following calendar year. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year. Collection of the initial Annual Installments relating to the Authorized Improvements that benefit the Assessed Property will be due when billed and will be delinquent if not paid prior to the first February 1.

Any sale of property for nonpayment of the Annual Installments shall be subject to the lien established for the remaining unpaid Annual Installments against such property and such 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 property as they become due and payable.

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VII. THE ASSESSMENT ROLL

A. ASSESSMENT ROLL

The City Council has evaluated each Parcel in the PID based on numerous factors such as the applicable zoning for developable area, the use of proposed Homeowner Association Property, the Public Property, the types of Authorized Improvements, and other development factors deemed relevant to determine the amount of Assessed Property within the PID.

The Assessed Property has been assessed for the special benefits conferred upon the property resulting from the Authorized Improvements. Table VII-A summarizes the $3,210,118 in special benefit received by the Assessed Property from the Authorized Improvements. The amount of the Reimbursement Agreement is $1,106,000 which is less than the benefit received by the Assessed Property. Accordingly, the total Assessment to be applied to all the Assessed Property is $1,106,000 plus annual Administrative Expenses. The Assessment for each Assessed Property is calculated based on the allocation methodologies described in Section V.C. The Assessment Roll is attached hereto as Appendix G.

Table VII-A
Special Benefit Summary

Special Benefit	Total Cost
Total Authorized Improvements[1]	$3,210,118
Total Special Benefit	**$3,210,118**
Special Benefit:	
Total Special Benefit	$3,210,118
Projected Assessment	$1,106,000
Excess Benefit	**$2,104,118**

[1]See Table III-A for details.

B. 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 Parcel of 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.E. of this Service and Assessment Plan.

VIII. MISCELLANEOUS PROVISIONS

A. ADMINISTRATIVE REVIEW

The City may elect to designate a third party to serve as Administrator. 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. 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. 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 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.

The City Council reserves the right to the extent permitted by the PID Act 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; and (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.

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 determination 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.

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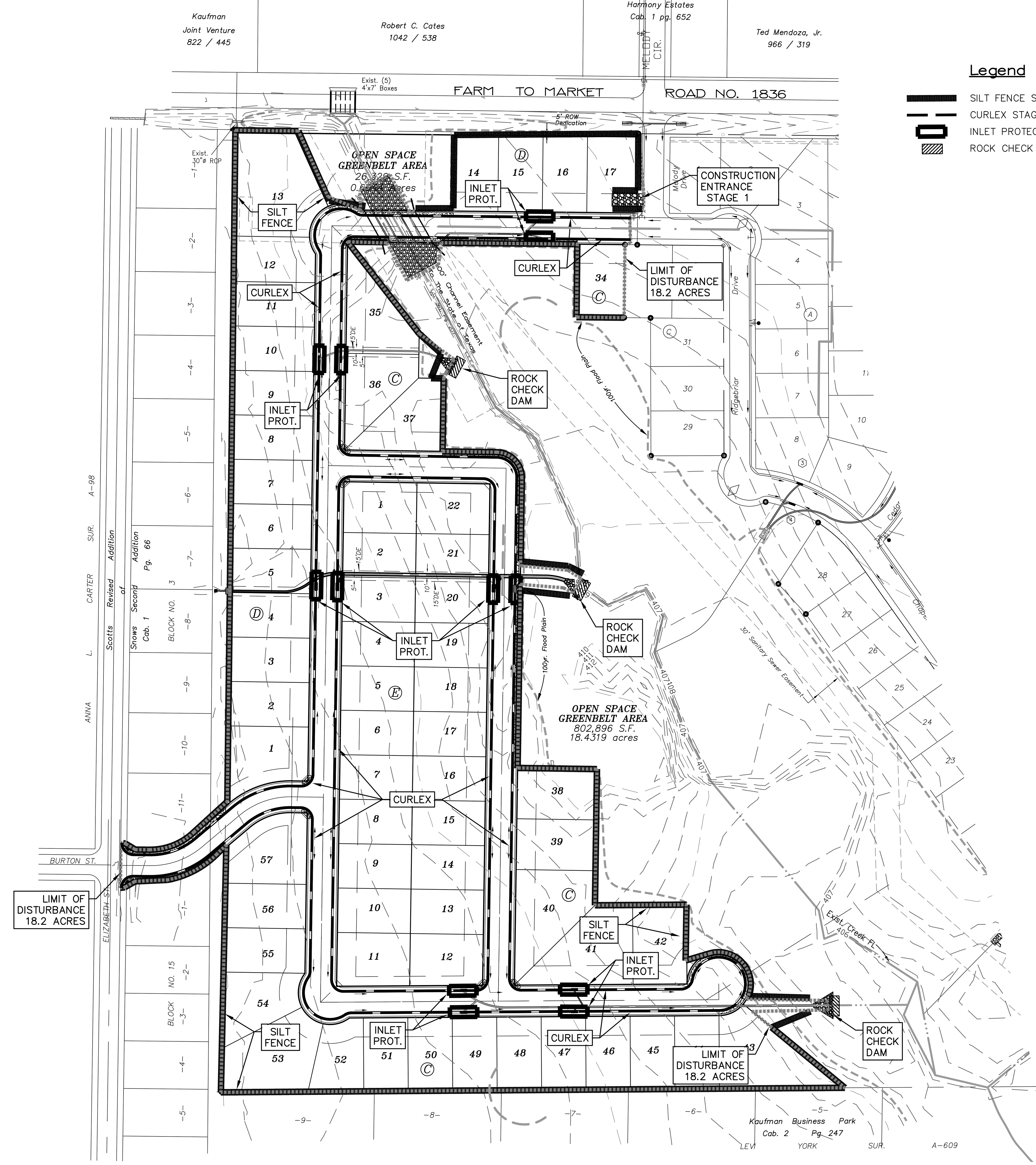
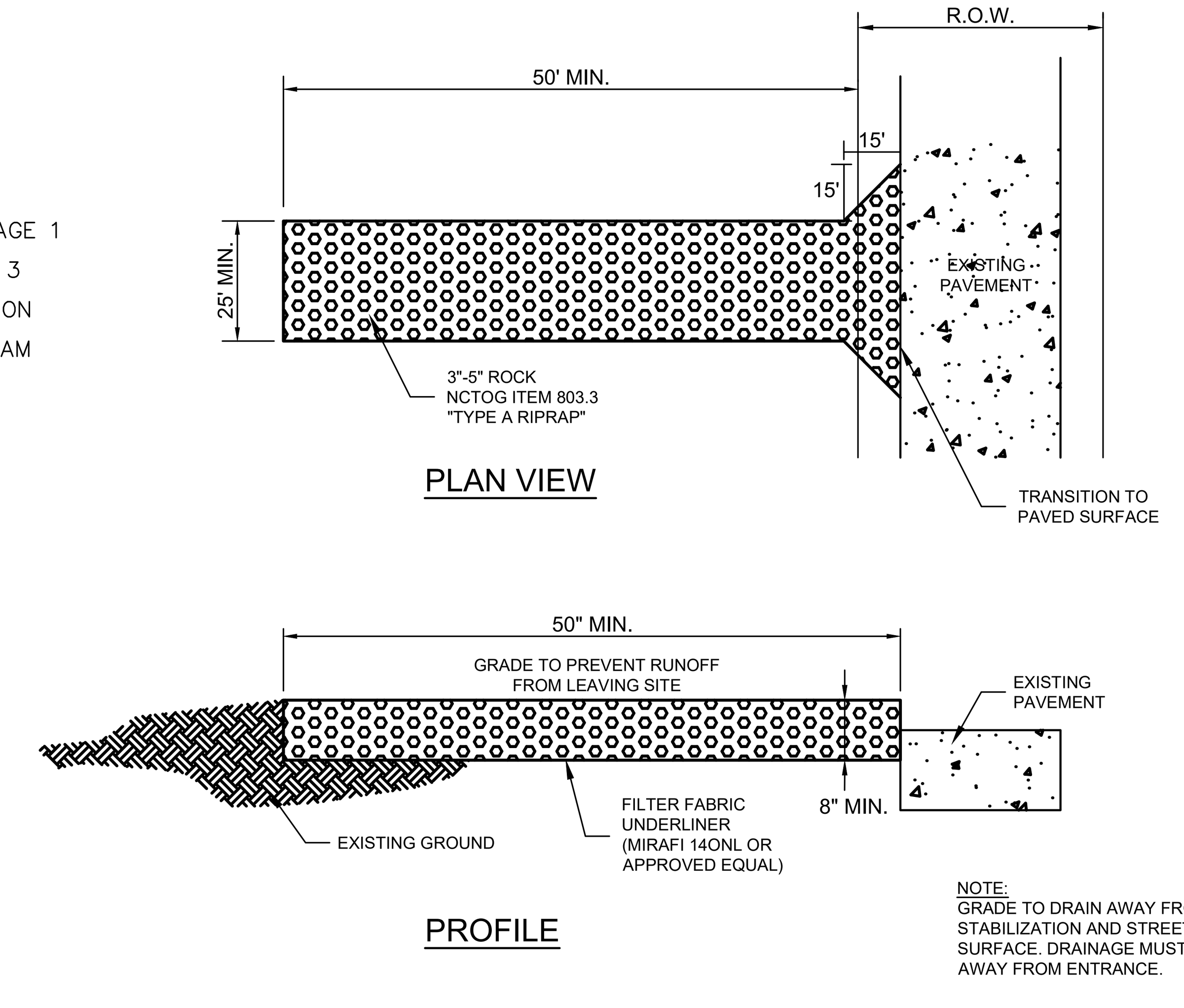
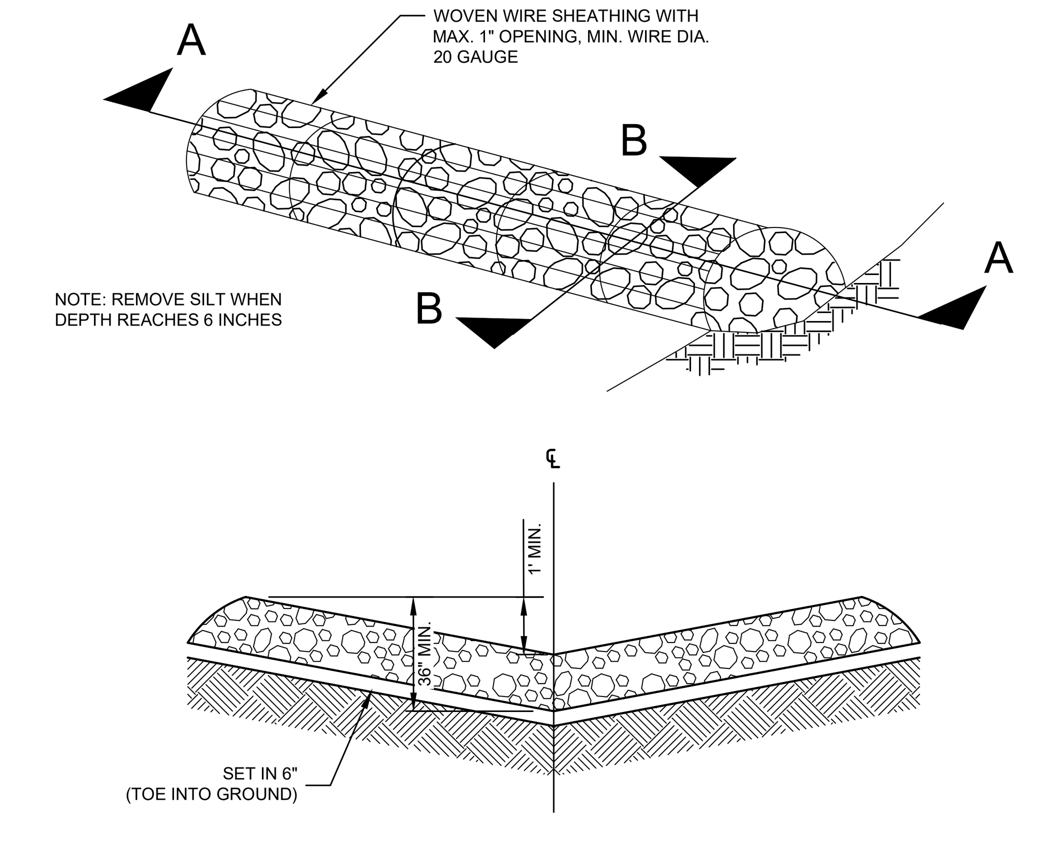
APPENDIX A
PID MAP



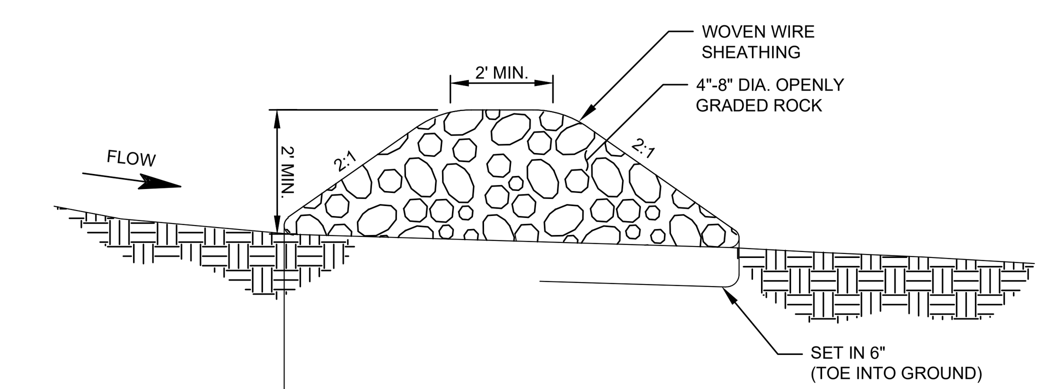


CONSTRUCTION ENTRANCE

Not to Scale



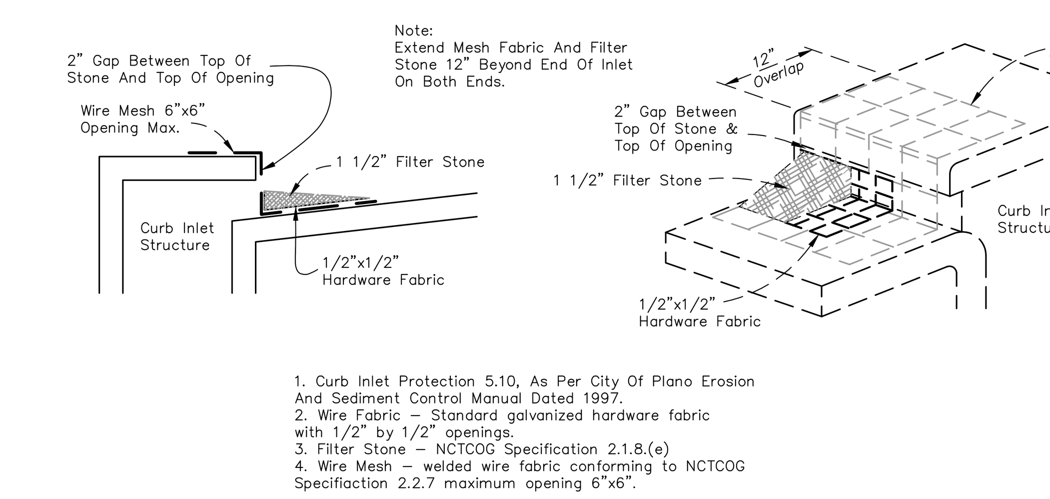
SECTION A: SWALE OR CHANNEL



SECTION B

ROCK CHECK DAM

Not to Scale



1. Curb Inlet Protection 5.10, As Per City Of Plano Erosion And Sediment Control Manual Dated 1997.
2. Wire Fabric – Standard galvanized hardware fabric with 1/2" by 1/2" openings.
3. Filter Stone – NCTCOG Specification 2.1.8.(e)
4. Wire Mesh – welded wire fabric conforming to NCTCOG Specification 2.2.7 maximum opening 6"x6".

SEDIMENT BARRIER AT INLETS

Not to Scale

CONSTRUCTION NOTES:

1. Silt fences shall be installed as shown in detail.
2. Contractor will install additional erosion control where erosion protection is needed as per the owners engineers, or the City inspector.
3. The existing vegetation along existing parkways and medians shall be replaced to its original condition or better.
4. All drainage swales shall be grassed as per City Standards, prior to the City acceptance of project.
5. All construction erosion control shall meet City Ordinance.
6. Erosion construction shall be completed in the following PHASES:

PHASE 1 (Prior To Start Of Rough Grading)

1. Silt fence to be installed as shown on plan or as required.

PHASE 2 (After utility construction & prior to paving const.)

1. Silt fence shall be placed around top of inlets until topped out, prevent erosion material from entering storm sewer system.

PHASE 3 (After paving construction)

1. Silt fence shall be placed in row along pavement as shown where required by slope conditions.
2. All parkways and disturbed area in street R.O.W. to be seeded with grass as per city standards.
3. Vegitation to be established in all offsite disturbed areas.

GENERAL NOTES FOR STORM WATER POLLUTION PREVENTION PLAN

1. All operators and/or contractors shall conform to the terms and conditions of the National Pollution Discharge Elimination Systems (NPDES) General Permit as published in the Federal Register, Vol. 57, No. 175, September 9, 1992, by the Environmental Protection Agency (EPA).
2. The Notice of Intent (NOI), as required by the General Permit, must be properly displayed on site at all times by each operator.
3. All releases of reportable quantities of hazardous substances shall be reported immediately to the facility operator and EPA.
4. Qualified operator personnel must inspect the site at least once every fourteen days and within 24 hours of a 1/2 – inch or greater rainfall event. The inspector shall document the results.
5. Modifications to the Storm Water Pollution Prevention Plan shall be implemented and be in–place within a fourteen calendar day period.
6. If any contractor sees a violation by an operator or another contractor, he shall notify the operator and contractor in violation, as well as the facility operator.
7. Erosion control shall be installed prior to any grading.
8. Accumulated silt deposits shall be removed from silt fences and hay bale dikes when silt depth reaches six inches. Removal of silt deposits by the contractor shall be incidental to the performance of the contract and a separate bid item shall not be included.
9. The contractor shall add or delete erosion protection at the request and direction of the Operator or the City.
10. After installation of pavement, final lot benching and general cleanup, the Paving Contractor shall establish grass groundcover in all street parkways, lots and all other disturbed areas. Materials shall be as specified in Item 2.15 and seeding shall be in accordance with Item 3.10 of the NCTCOG Standard Specifications.
11. It shall be the contractor's responsibility to control and limit silt and sediment leaving the site. Specifically, the contractor shall protect all public streets, alleys, streams and storm drainage systems from erosion deposits.
12. It shall be the contractor's responsibility to provide a dumpster (or equal) to collect solid waste materials during construction.
13. The attached Drainage Area Map, as prepared by Tipton Engineering, Inc., specifically for this project, shall be made part of the Storm Water Pollution Prevention Plan.
14. It is anticipated that the following non–storm water discharges will be associated with this project. These discharges are authorized through the construction general permit:
    - A. Fire hydrant flushings
    - B. Water used to wash vehicles and to control dust
    - C. Potable water sources including waterline flushings
    - D. Irrigation drainage
    - E. Pavement washdown
    - F. Uncontaminated ground water
    - G. Construction water
15. Construction waste disposal containers shall be provided on the site for disposal of all non–hazardous construction waste materials. The containers shall be hauled to landfill by the Contractor.
16. All hazardous materials shall be handled and disposed of by the Contractor in accordance with Federal, State and Local regulations.

CHANNELS, DITCHES & SLOPES:

All disturbed areas outside of the building lots which include channels, ditches and slopes shall be stabilized once grading is completed within these areas. Stabilization shall be done using either erosion control blankets, sod, hydroseed mulch or other erosion prevention technique designed for such areas. No area is considered stabilized until it achieves 70% growth coverage.

All erosion control blankets in channels or ditches must be effective in preventing erosion at velocities up to 10 fps.

NOTE:

It shall be the contractor's responsibility to use whatever means are necessary to control and limit silt and sedimentation leaving the site. Specifically, the contractor shall protect all public streets, alleys, streams, storm drain systems and inlets from erosion deposits. The contractor responsible for maintaining erosion control shall provide street cleaning on public streets if any earth material is transported from the construction site at the end of each day. Earth material shall not be allowed to accumulate on City or TXDOT roads.

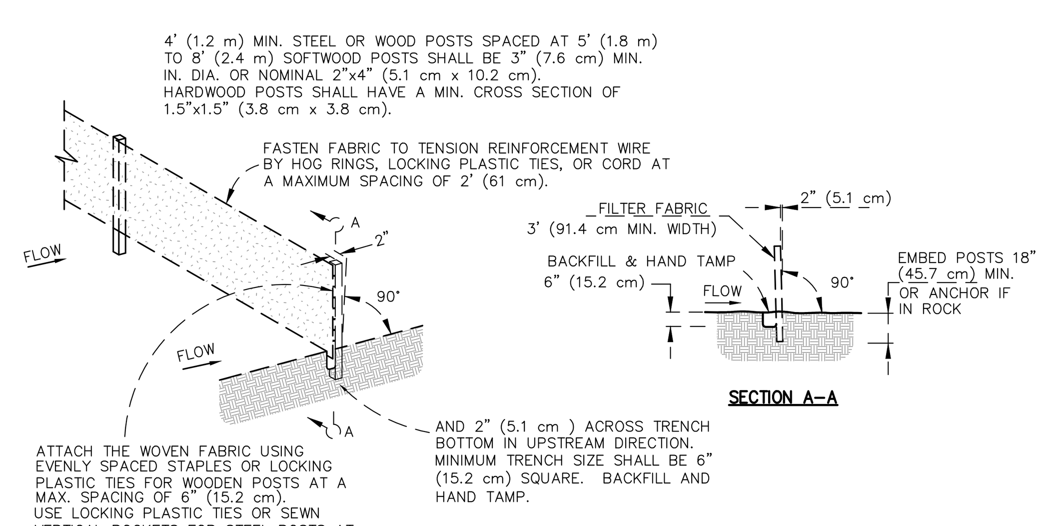
CAUTION !!!

EXISTING UTILITIES

EXISTING UTILITIES AND UNDERGROUND FACILITIES INDICATED ON THESE PLANS HAVE BEEN LOCATED FROM REFERENCE INFORMATION. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY BOTH HORIZONTALLY AND VERTICALLY THE LOCATION OF ALL EXISTING UTILITIES AND UNDERGROUND FACILITIES PRIOR TO CONSTRUCTION, TO TAKE NECESSARY PRECAUTIONS IN ORDER TO PROTECT ALL FACILITIES ENCOUNTERED. THE CONTRACTOR SHALL PRESERVE AND PROTECT ALL EXISTING UTILITIES FROM DAMAGE DURING CONSTRUCTION.

CONSTRUCTION NOTES – SILT FENCE

1. Posts which support the silt fence shall be installed on a slight angle toward the anticipated runoff source. The post must be embedded a minimum of 18 inches.
2. The toe of the silt fence shall be trenched in with a spade or mechanical trencher, so that the downslope face of the trench is flat and perpendicular to the line of flow. Where fence cannot be trenched in (e.g. pavement), weight fabric flap with washed gravel on the uphill side to prevent flow under fence.
3. The trench must be a minimum of 6 inches deep and 6 inches wide to allow for the silt fence fabric to be laid in the ground and backfilled with compacted material.
4. Silt fence shall be securely fastened to each support post or to woven wire, which is in turn attached to the support post. There shall be a 6 inch double overlap, securely fastened where ends of fabric meet.
5. Inspection shall be made weekly or after each rainfall. Repair or replacement shall be made promptly as needed.
6. Silt fence shall be removed when the site is completely stabilized so as not to block or impede storm flow or drainage.
7. Accumulated silt shall be removed when it reached a depth of 6 inches. The silt shall be disposed of at an approved site and in such a manner as to not contribute to additional siltation.



SILT FENCE

Not To Scale

Bench Mark 1
Rim of sanitary sewer manhole at the Northwest property corner, 199'± Southeast of the intersection of Elizabeth Drive and F.M. Road 1836 Elev.=415.47
Bench Mark 2
Rim of sanitary sewer manhole on the North side of F.M. Road 1836, at the intersection of Melody Circle 760'± Northwest of the Northeast property corner. Elev.=422.16

PRELIMINARY
-FOR REVIEW ONLY-
THESE DOCUMENTS ARE FOR DESIGN REVIEW ONLY AND NO INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSE. THEY ARE PREPARED BY, OR UNDER THE SUPERVISION OF:
CHARLES A. LAMPING 88554 FEB. 2021
TYPE OR PRINT NAME DATE

EROSION CONTROL PLAN

PRAIRIE CREEK ESTATES PHASE 3

City Of Kaufman, Texas

ENGINEERING CONCEPTS & DESIGN, L.P.
ENGINEERING/PROJECT MANAGEMENT/CONSTRUCTION SERVICES
TEXAS FIRM REG. NO. 001145
201 WINDCO CIRCLE, SUITE 200, WYLIE, TX 75098
(972) 941-8400 FAX (972) 941-8401

DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.
ECD, LP.	ECD, LP.	02/17/2021	1"=60'		4804	20

APPENDIX B
ESTIMATED COSTS OF AUTHORIZED IMPROVEMENTS

Client Name:	**SRP Development, LLC**	
Project Name:	**Prairie Creek Phase 3**	
ECD Project No.:	**02150**	
Estimate Date:	**25-Apr-22**	
Lots:	**63**	
Acres:	**17.48**	AutoCAD file Used/Date: Z:\PROJECTS\02150 - Prairie Creek Estates Ph 3\dwg\Old Tipton Files\4804-FP
Density:	**3.60**	Average Prices Used: All

Kaufman
We're Growing Places

ENGINEERING CONCEPTS & DESIGN, L.P.
CIVIL ENGINEERING / PROJECT MANAGEMENT / CONSTRUCTION SERVICES
FIRM REGISTRATION #F-001145
201 WINDCO CIRCLE, WYLIE, TX, 75098
972.941.8400 WWW.ECDLP.COM FAX :972.941.8401

Engineers Opinion Of Probable Construction Cost **Overall Price Modifier** **1.00**

Summary

Description	Quantity	Unit	Unit Price	Item Amount
Grading Total				$144,145
Erosion Control Total				$53,767
Drainage Total				$918,426
Water Total				$324,899
Sanitary Sewer Total				$265,377
Paving Total				$765,190
Construction Contingency - On-Site	10%			$247,180
Bonds	1.5%	LS		$34,108
Sub-Total On-Site Hard Costs				**$2,753,093**
Total All Construction Hard Costs				**$2,753,093**
Geotechnical Investigation (Preliminary & Final)		LS	$10,000	
Waters of the US Determination		LS	$3,500	
Environmental Site Assessment (ESA)		LS	$2,500	
Traffic Impact Analysis (TIA)		LS	$7,000	
Design Survey		LS	$6,500	
Existing Topo of Project Site		LS	$30,000	
Tree Survey		LS	$8,000	
Engineering Final Design	6.0%	LS	$2,471,804	$148,308
Flood Study &/or LOMR		LS	$20,000	
Reimbursable Expenses		LS	$5,000	
Final Plat & Lot Pinning	63	Lot	$250	$15,750
Engineering Design Total				**$164,058**

Client Name:	**SRP Development, LLC**	
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201 WINDCO CIRCLE, WYLIE, TX, 75098
972.941.8400 WWW.ECDLP.COM FAX :972.941.8401

Engineers Opinion Of Probable Construction Cost — **Overall Price Modifier** **1.00**

Summary

Description	Quantity	Unit	Unit Price	Item Amount
Material Testing	3.0%	LS	$2,418,037	$72,541
Inspection Fees	3.0%	LS	$2,273,892	$68,217
Construction Staking	63	Lot	$425	$26,775
ECD Construction Phase Services		Lot	$500	
As Built Plans		EA	$3,000	
Construction Administration Total				**$167,533**
Landscape/Screening/Planting	375	LF	$85	$31,875
Entry Feature		LS	$30,000	
Street Lights	9	EA	$1,250	$11,250
8 Ft concrete Hike and Bike Trail	16000	SF	$9	$144,000
City Park Impact Fees		Lot		
City Throughfare Impact Fees		Lot		
Cluster Box Unit Mailboxes (CBU)	63	Lot	$175	$11,025
Easement Acquisition		LS	$5,000	
Franchise Utility Installation		Lot	$2,500	
Miscellaneous Developer Costs				**$198,150**
PROJECT GRAND TOTAL				**$3,282,834**

Total Lots =	**63**
Cost Per Lot =	**$52,108**
Cost Per Acre =	**$187,805**

*** This estimate has been completed on limited information and should be used for project evaluation. Prior to making financial commitments based on this estimate, these numbers should be verified by Engineering Concepts & Design L.P.

*** No assumptions have been made for the following items: Contractor Mobilization, Entry Features, Landscaping, Irrigation, Screening Walls, Land Cost, Impact Fees, or Franchise Utilities Including Electric, Cable, Phone, etc.

Due to the extreme market volatility that we are presently experiencing from a lack of cement production and resin shortages it is likely that market prices will be 10%-30% higher than shown in this estimate if construction occurs in 2021. ECD will NOT be resposible for any cost overruns and/or funding shortages.

Client Name:	**SRP Development, LLC**		
Project Name:	**Prairie Creek Phase 3**		
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Density:	**3.60**	Average Prices Used:	All

Kaufman
We're Growing Places

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Civil Engineering / Project Management / Construction Services
Firm Registration #F-001145
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972.941.8400 www.ecdlp.com Fax :972.941.8401

Engineers Opinion Of Probable Construction Cost

Overall Price Modifier **1.00**

Grading

Grading Price Modifier **1.00**

Description	Quantity	Unit	Unit Price	Item Amount
Grading - Site Work - Clearing & Grubbing	17.48	AC	$1,000.00	$17,480
Grading - Site Work - Tree Removal & Disposal	1	LS	$5,000.00	$5,000
Grading - Dirt Work - On-site Balanced Cut and Fill (Uncl. Exc.)	24,900	CY	$1.85	$46,065
Grading - Dirt Work - Swale and Fine Grade Lots	63	EA	$100.00	$6,300
Grading - Dirt Work - Rough Lot Benching	63	EA	$100.00	$6,300
Grading - Dirt Work - Moisture Conditioning - 5' Deep	63	EA	$1,000.00	$63,000
Grading - Dirt Work - 6 mil Poly Membrane	63	EA		
Grading Total				**$144,145**
Grading Total Cost per Lot				**$2,288**

Erosion Control

Erosion Control Price Modifier **1.00**

Description	Quantity	Unit	Unit Price	Item Amount
Erosion Control - SWPPP - Plan / Permit	1	LS	$1,100.00	$1,100
Erosion Control - SWPPP - Inspections - Weekly or Event - Weekly or Event	40	Wk	$82.00	$3,280
Erosion Control - SWPPP - Project Sign	1	EA	$170.00	$170
Erosion Control - SWPPP - NOI	1	EA	$410.00	$410
Erosion Control - Miscellaneous - Stabilized Construction Entrance/Exit	1	EA	$1,700.00	$1,700
Erosion Control - Inlets - Curb Inlet Protection -	11	EA	$160.00	$1,760
Erosion Control - Drainage - Rock Check Dam - Each	3	EA	$1,000.00	$3,000
Erosion Control - Drainage - Silt Fence - NO Wire	7,500	LF	$1.50	$11,250
Erosion Control - Drainage - Silt Fence - With Wire Backing	6,400	LF	$1.70	$10,880
Erosion Control - Drainage - Curlex - 4'	7,600	LF	$0.67	$5,092
Erosion Control - Grassing - Seeding - Square Yard	70,000	SY	$0.10	$7,000
Erosion Control - Miscellaneous - Maintenance	63	Lot	$75.00	$4,725
Erosion Control - Miscellaneous - Sales Tax	1	LS	$3,400.00	$3,400
Erosion Control Total				**$53,767**
Erosion Control Total Cost per Lot				**$853**

Client Name:	**SRP Development, LLC**		
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Density:	**3.60**	Average Prices Used:	All

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Firm Registration #F-001145
201 Windco Circle, Wylie, TX, 75098
972.941.8400 www.ecdlp.com Fax :972.941.8401

Engineers Opinion Of Probable Construction Cost — **Overall Price Modifier: 1.00**

Drainage

Drainage Price Modifier: 1.30

Description	Quantity	Unit	Unit Price	Item Amount
Storm - RCP - Class III - 18"	50	LF	$65.00	$3,250
Storm - RCP - Class III - 21"	519	LF	$72.00	$37,368
Storm - RCP - Class III - 24"	159	LF	$80.00	$12,720
Storm - RCP - Class III - 30"	157	LF	$100.00	$15,700
Storm - RCP - Class III - 36"	377	LF	$150.00	$56,550
Storm - RCP - Class III - 48"	401	LF	$250.00	$100,250
Storm - RCBC - PreCast - 10' x 5' - Sextuple	58	LF	$6,035.00	$350,030
Storm - Headwalls - Type A = TxDOT (PW) - 21"	1	EA	$1,200.00	$1,200
Storm - Headwalls - Type B - 21"	1	EA	$1,200.00	$1,200
Storm - Headwalls - Type B - 30"		EA	$2,860.00	
Storm - Headwalls - Type B - 36"	1	EA	$2,200.00	$2,200
Storm - Headwalls - Type B - 42"		EA	$3,770.00	
Storm - Headwalls - Type B - 48"	1	EA	$3,500.00	$3,500
Storm - Headwalls - RCBC - Type B = TxDOT (SETB-FW-S) - 10' x 5' - Sextuple	2	EA	$100,000.00	$200,000
Storm - Inlets - Standard Curb - 10'	12	EA	$3,200.00	$38,400
Storm - Inlets - Wye - 5' x 5'	1	EA	$3,500.00	$3,500
Storm - General - Grouted Rock Riprap Type "A" - 6"-12" Dia - 12" Thick	197	SY	$65.00	$12,805
Storm - General - Grouted Rock Riprap Type "A" - 20" Dia - 18" Thick	901	SY	$85.00	$76,621
Storm - General - Trench Safety	1,721	LF	$1.82	$3,132
Drainage Total				**$918,426**
Drainage Total Cost per Lot				**$14,578**

Client Name:	**SRP Development, LLC**
Project Name:	**Prairie Creek Phase 3**
ECD Project No.:	**02150**
Estimate Date:	**25-Apr-22**
Lots:	**63**
Acres:	**17.48**
Density:	**3.60**

Kaufman
We're Growing Places

ENGINEERING CONCEPTS & DESIGN, L.P.
CIVIL ENGINEERING / PROJECT MANAGEMENT / CONSTRUCTION SERVICES
FIRM REGISTRATION #F-001145
201 WINDCO CIRCLE, WYLIE, TX, 75098
972.941.8400 WWW.ECDLP.COM FAX: 972.941.8401

AutoCAD file Used/Date: Z:\PROJECTS\02150 - Prairie Creek Estates Ph 3\dwg\Old Tipton Files\4804-FP

Average Prices Used: All

Engineers Opinion Of Probable Construction Cost

Overall Price Modifier **1.00**

Water

Water Price Modifier **1.30**

Description	Quantity	Unit	Unit Price	Item Amount
Water - PVC - C 900 - 8"	3,822	LF	$58.00	$221,676
Water - Valves - Gate - 8"	10	EA	$1,300.00	$13,000
Water - General - Cut Tee into Existing Water Line - 8" - 8" x 6"	1	EA	$1,500.00	$1,500
Water - Fittings - Cast Iron Fittings	2.2	TON	$4,700.00	$10,340
Water - Fittings - Fire Hydrant Assembly	9	EA	$4,000.00	$36,000
Water - General - Services - 1" with Meter Box	63	EA	$600.00	$37,800
Water - General - Pressure Test & Disinfection - Linear Foot	3,822	LF	$0.84	$3,210
Water - General - Trench Safety (water)	3,822	LF	$0.10	$382
Water - General - Remove Plug & Connect to Existing Water	1	EA	$990.00	$990
Water Total				**$324,899**
Water Total Cost per Lot				**$5,157**

Sanitary Sewer

Sanitary Sewer Price Modifier **1.30**

Description	Quantity	Unit	Unit Price	Item Amount
Sewer - PVC - SDR 35 - 8"	3,338	LF	$58.00	$193,604
Sewer - Manholes & Junction Boxes - Circular - 4' Dia - Standard	9	EA	$2,500.00	$22,500
Sewer - Manholes & Junction Boxes - Circular - Extra Depth - 4' Dia	3.47	VF	$230.00	$798
Sewer - Fittings - Laterals - 4"	63	EA	$600.00	$37,800
Sewer - Fittings - Clean Outs - With Cast Iron Cover - 4"	1	EA	$680.00	$680
Sewer - Backfill - Concrete Encasement	20	LF	$41.00	$820
Sewer - Miscellaneous - Connections - Existing Manhole	2	EA	$1,600.00	$3,200
Sewer - General - Pressure Test - Linear Foot	3,338	LF	$0.84	$2,804
Sewer - General - Trench Safety (san. swr.)	3,338	LF	$0.10	$334
Sewer - General - Television Inspection	3,338	LF	$0.85	$2,837
Sanitary Sewer Total				**$265,377**
Sanitary Sewer Total Cost per Lot				**$4,212**

Client Name:	**SRP Development, LLC**
Project Name:	**Prairie Creek Phase 3**
ECD Project No.:	**02150**
Estimate Date:	**25-Apr-22**
Lots:	**63**
Acres:	**17.48**
Density:	**3.60**

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ENGINEERING CONCEPTS & DESIGN, L.P.
Civil Engineering / Project Management / Construction Services
Firm Registration #F-001145
201 Windco Circle, Wylie, TX, 75098
972.941.8400 www.ecdlp.com Fax: 972.941.8401

AutoCAD file Used/Date: Z:\PROJECTS\02150 - Prairie Creek Estates Ph 3\dwg\Old Tipton Files\4804-FP

Average Prices Used: All

Engineers Opinion Of Probable Construction Cost

Overall Price Modifier **1.00**

Paving

Paving Price Modifier **1.30**

Description	Quantity	Unit	Unit Price	Item Amount
Paving - Concrete - Streets - 6" - 3500 psi	13,630	SY	$45.00	$613,350
Paving - Concrete - Sidewalks/Ramps - 4" x 4'	5,549	SF	$5.00	$27,745
Paving - Concrete - Sidewalks/Ramps - Barrier Free Ramp - Single	6	EA	$1,400.00	$8,400
Paving - Subgrade Prep - 6"	14,480	SY	$3.50	$50,680
Paving - Subgrade Prep - Lime Material	261	TON	$200.00	$52,200
Paving - Connections - Connect to Existing Street Header	31	LF	$12.00	$372
Paving - Connections - Dowel to Existing Concrete	31	LF	$14.30	$443
Paving - Signage - Stop Sign (R1-1)	2	EA	$850.00	$1,700
Paving - Signage - Street Name Blade (Installed Complete)	14	EA	$450.00	$6,300
Paving - Traffic Control - Management (Installation, Maintenance, Reset, & Removal)	1	LS	$2,400.00	$2,400
Paving - Traffic Control - Signs, Devices & Barricades for Const.	1	LS	$1,600.00	$1,600
Paving Total				**$765,190**
Paving Total Cost per Lot				**$12,146**

In providing opinions of probable construction cost, the client understands that the design professional has no control over costs or the price of labor, equipment, materials, or over the contractor's method of pricing, and that the opinions or probable construction costs provided herein are to be made on the basis of the design professional's qualifications and experience. The client should also understand that quantities are based on available preliminary information and can and will change once engineering design is completed. The design professional makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bids or actual costs.

APPENDIX C
LEGAL DESCRIPTION

WHEREAS SRP DEVELOPMENT, LLC, BEING THE OWNER OF 17.480 ACRES IF LAND IN THE THOMAS BEEDY SURVEY, ABSTRACT NO. 21, CITY OF KAUFMAN, KAUFMAN COUNTY, AS DESCRIBED AS FOLLOWS:

TRACT 1

BEING 16.341 ACRES OF LAND LOCATED IN THE THOMAS BEEDY SURVEY, ABSTRACT N0.21, KAUFMAN COUNTY, TEXAS, BEING ALL OF THAT CERTAIN CALLED 16.339 ACRE TRACT DESCRIBED AS TRACT Ill IN WARRANTY DEED WITH VENDOR'S LIEN TO PARKS HOME CONSTRUCTION LLC AND RECORDED IN INSTRUMENT NUMBER 2018-022333, DEED RECORDS. KAUMAN COUNTY. TEXAS (D.R.KC. T.) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD WITH RED CAP STAMPED "ONEAL 6520" SET IN THESOUTHWEST LINE OF

FARM-TO-MARKET ROAD 1836 (90 RIGHT-OF-WAY) AT THE NORTH CORNER OF THE ABOVE-MENTIONED 16.339 ACRE TRACT;

THENCE SOUTH 45 DEGREES 14 MINUTES 38 SECONDS EAST, WITH THE SOUTHWEST LINE OF FARM-TO-MARKET ROAD 1836. A DISTANCE OF 90.82 FEET TO A 3/8" IRON ROD WITH ORANGE CAP STAMPED "RPLS 5244" FOUND (HEREAFTER CALLED IRON ROD FOUND) AT THE MOST NORTHERLY EAST CORNER OF SAID 16.339 ACRE TRACT AND THE MOST NORTHERLY CORNER OF THE 19.524 ACRE CITY OF KAUFMAN TRACT AS RECORDED IN DOCUMENT NUMBER 2009-00012684 (D.R.K.C.T.);

THENCE ALONG THE SOUTHEAST LINE OF SAID 16339 ACRE TRACT AND THE COMMON NORTHWEST LINE OF THE ABOVE-MENITIONED 19.524 ACRE TRACT THE FOLLOWING FIFTEEN (15) COURSES AND DISTANCES:

1) SOUTH 19 DEGREES 56 MINUTES 46 SECONDS WEST, A DISTANCE OF 132.14 PEET TO AN IRON ROD FOUND;

2) SOUTH 15 DEGREES 18 MINUTES 18 SECONDS WEST, A DISTANCE OF 62.89 FEET TO AN IRON ROD FOUND;

3) SOUTH 07 DEGREES 16 MINUTES 03 SECONDS WEST, A DISTANCE OF 184.44 FEET TO AN IRON ROD FOUND;

4) SOUTH 44 DEGREES 53 MINUTES 37 SECONDS WEST, A DISTANCE OF 70.10 FEET TO AN IRON ROD FOUND;

5) SOUTH 46 DEGREES 23 MINUTES 03 SECONDS EAST, A DISTANCE OF 39.23 FEET TO AN IRON ROD FOUND;

6) SOUTH 43 DEGREES 41 MINUTES 40 SECONDS WEST, A DISTANCE OF 115.07 FEET TO AN IRON ROD FOUND;

7) SOUTH 46 DEGREES 18 MINUTES 20 SECONDS EAST, A DISTANCE OF 85.51 FEET TO AN IRON ROD FOUND AT THE BEGINNING OF A CURVE TO THE RIGHT HAVING A DEL TA ANGLE OF 90 DEGREES 03 MINUTES 59 SECONDS, A RADIUS OF 40.00 FEET AND A LONG CHORD THAT BEARS SOUTH 00 DEGREES 05 MINUTES 27 SECONDS EAST FOR A DISTANCE OF 56.60 FEET;

8) SOUTHERLY ALONG SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 62.88 FEET TO AN IRON ROD FOUND;

9) SOUTH 44 DEGREES 54 MINUTES 38 SECONDS WEST, A DISTANCE OF 457.07 FEET TO AN IRON ROD FOUND;

10) SOUTH 45 DEGREES 05 MINUTES 09 SECONDS EAST, A DISTANCE OF 124.71 FEET TO AN IRON ROD FOUND;

11) SOUTH 44 DEGREES 53 MINUTES 37 SECONDS WEST, A DISTANCE OF 214.51 FEET TO AN IRON ROD FOUND;
12) SOUTH 46 DEGREES 23 MINUTES 03 SECONDS EAST, A DISTANCE OF 143.96 FEET TO AN IRON ROD FOUND;
13) SOUTH 43 DEGREES 43 MINUTES 52 SECONDS WEST, A DISTANCE OF 125.37 FEET TO AN IRON ROD FOUND AT THE BEGINNING OF A CURVE TO THE RIGHT HAVING A DEL TA ANGLE OF 219 DEGREES 52 MINUTES 01 SECONDS, A RADIUS OF 50.00 FEET AND A LONG CHORD THAT BEARS SOUTH 26 DEGREES 25 MINUTES 55 SECONDS EAST FOR A DISTANCE OF 94.01 FEET;
14) SOUTHEASTERLY ALONG SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 191.87 FEET TO AN IRON ROD FOUND;
15) SOUTH 06 DEGREES 19 MUTES 22 SECONDS EAST, A DISTANCE OF 207.37 FEET TO AN IRON ROD FOUND IN THE NORTHEAST LINE OF KAUFMAN BUSINESS PARK, AN ADDITION TO THE CITY OF KAUFMAN BY PLAT THEREOF RECORDED IN CABINET 2, SLIDE 247, PLAT RECORDS, KAUFMAN COUNTY, TEXAS (P.R.K.C.T.);

THENCE NORTH 46 DEGREES 13 MINUTES 52 SECONDS WEST, ALONG THE NORTHEAST LINE OF KAUFMAN BUSINESS PARK. A DISTANCE OF 980.99 FEET TO A 1 /2" IRON ROD WITH RED CAP STAMPED "ONEAL 6520" SET AT THE WEST CORNER OF SAID 16.339 ACRE TRACT;

THENCE NORTH 44 DEGREES 57 MINUTES 29 SECONDS EAST, ALONG THE NORTHWEST LINE OF SAID 16.339 ACRE TRACT, A DISTANCE OP 1515.88 FEET TO THE POINT OF BEGINNING AND CONTAINING 16.341 ACRES OF LAND, MORE OR LESS.

TRACT 2

BEING 1.139 ACRES OF LAND LOCATED IN THE THOMAS BEEDY SURVEY. ABSTRACT NO. 21, KAUFMAN COUNTY, TEXAS, BEING ALL OF THAT CERTAIN CALLED 1.138 ACRE TRACT DESCRIBED AS TRACT IV IN WARRANTY DEED WITH VENDOR'S LIEN TO PARKS HOME CONSTRUCTION, LLC AND RECORDED IN INSTRUMENT NUMBER
2018-0021333, DEED RECORDS, KAUFMAN COUNTY, TEXAS (D.R K.C. T.) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 3/8" IRON ROD WITH ORANGE CAP STAMPED "RPLS 5244" FOUND (HEREAFTER CALLED IRON ROD FOUND) AT THE INTERSECTION OF SOUTHWEST LINE OF FARM-TO-MARKET ROAD 1836 (90' RIGHT-OF-WAY) WITH THE NORTHWEST LINE OF MELODY DRIVE (50' RIGHT-OF-WAY), SAME BEING THE EAST CORNER OF THE ABOVE-MENTIONED 1.138 ACRE TRACT;

THENCE SOUTH 44 DEGREES 44 MINUTES 36 SECONDS WEST, WITH THE NORTHWEST LINE OF MELODY DRIVE, A DISTANCE OF 175.00 FEET TO AN IRON ROD FOUND IN THE NORTHEAST LINE OF LOT 33, BLOCK C, PRAIRIE CREEK ESTATES, PHASE 2, AN ADDITION TO THE CITY OF KAUFMAN BY PLAT THEREOF RECORDED IN CABINET 2, SLIDE 721, PLAT RECORDS, KAUFMAN COUNTY, TEXAS (P R.K.C. T);

THENCE NORTH 45 DEGREES 14 MINUTES 38 SECONDS WEST, A DISTANCE OF 19.51 FEET TO AN IRON ROD FOUND AT THE NORTH CORNER OF THE ABOVE-MENTIONED LOT 33;

THENCE SOUTH 44 DEGREES 44 MINUTES 36 SECONDS WEST,A DISTANCE OF 114.90 FEET TO AN IRON ROD FOUND IN A NORTHEAST LINE OF THE 19.524 ACRE CITY OF KAUFMAN TRACT AS RECORDED IN DOCUMENT NUMBER 2009-00012684, (D.R.K.C.T.) AT THE WEST CORNER OF SAID LOT 33, SAME BEING THE SOUTH CORNER OF SAID 1.138 ACRE TRACT;

THENCE WITH THE COMMON LINE OF SAID 1.138 ACRE TRACT AND THE ABOVE-MENTIONED 19.524 ACRE TRACT, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

1) NORTH 45 DEGREES 14 MINUTES 38 SECONDS WEST, A DISTANCE OF 75.00 FEET TO AN IRON ROD FOUND;

2) NORTH 44 DEGREES 44 MINUTES 36 SECONDS EAST, A DISTANCE OF 164.96 FEET TO AN IRON ROD FOUND;

3) NORTH 45 DEGREES 14 MINUTES 38 SECONDS WEST, A DISTANCE OF 195.69 FEET TO AN IRON ROD FOUND;

4) NORTH 44 DEGREES 44 MINUTES 36 SECONDS EAST, A DISTANCE OF 124.44 FEET TO AN IRON ROD FOUND IN THE SOUTHWEST LINE OF FARM-TO-MARKET ROAD 1836;

THENCE SOUTH 45 DEGREES 14 MINUTES 38 SECONDS EAST, ALONG THE SOUTHWEST LINE OF FARM-TO-MARKET ROAD 1836 AND THE COMMON NORTHEAST LINE OF SAID 1.138 ACRE TRACT, A DISTANCE OF 290.21 TO THE POINT OF BEGINNING AND CONTAINING 1.139 ACRES OF LAND, MORE OR LESS.

APPENDIX D
DIAGRAMS OF THE AUTHORIZED IMPROVEMENTS

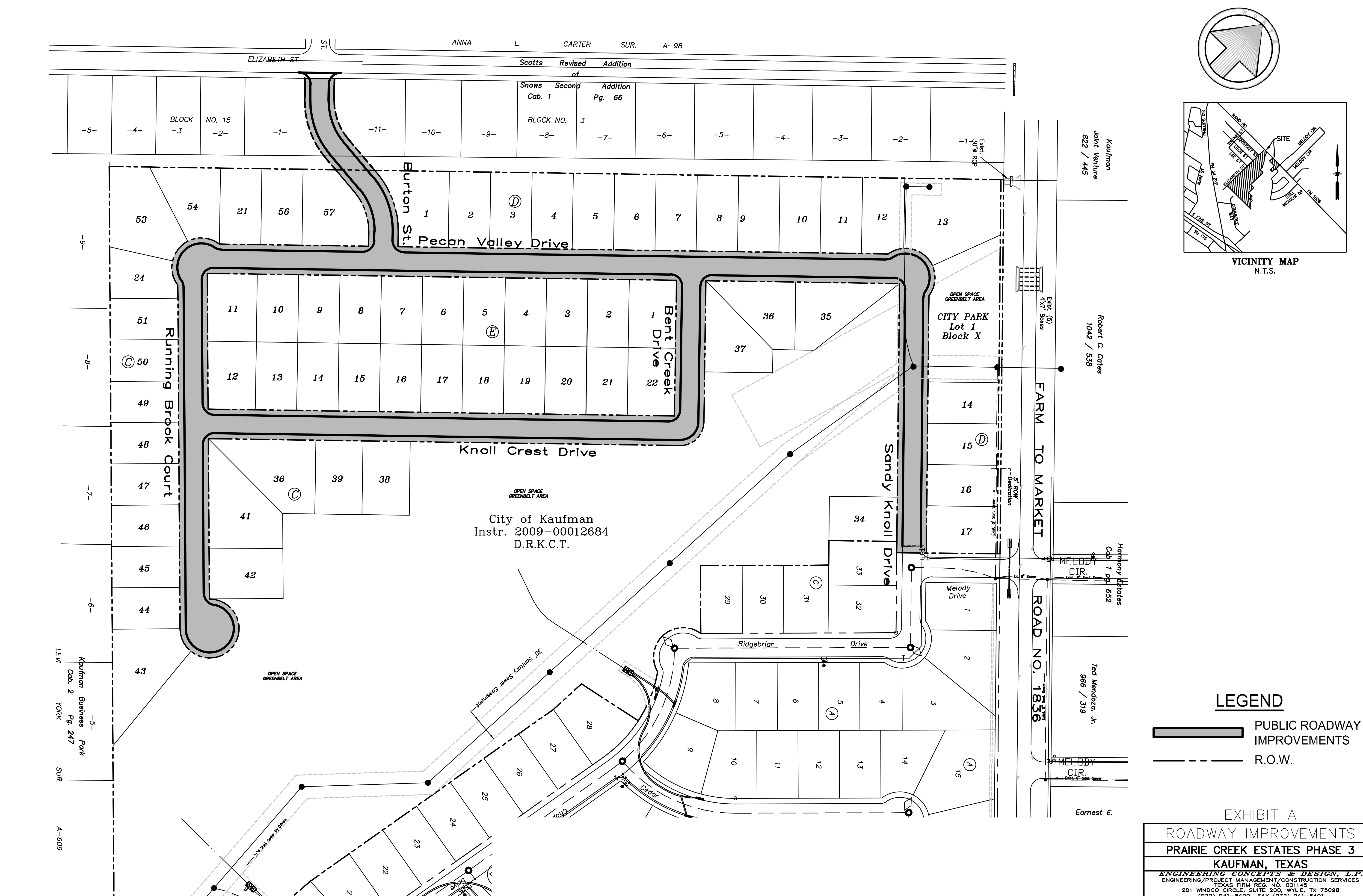


EXHIBIT A

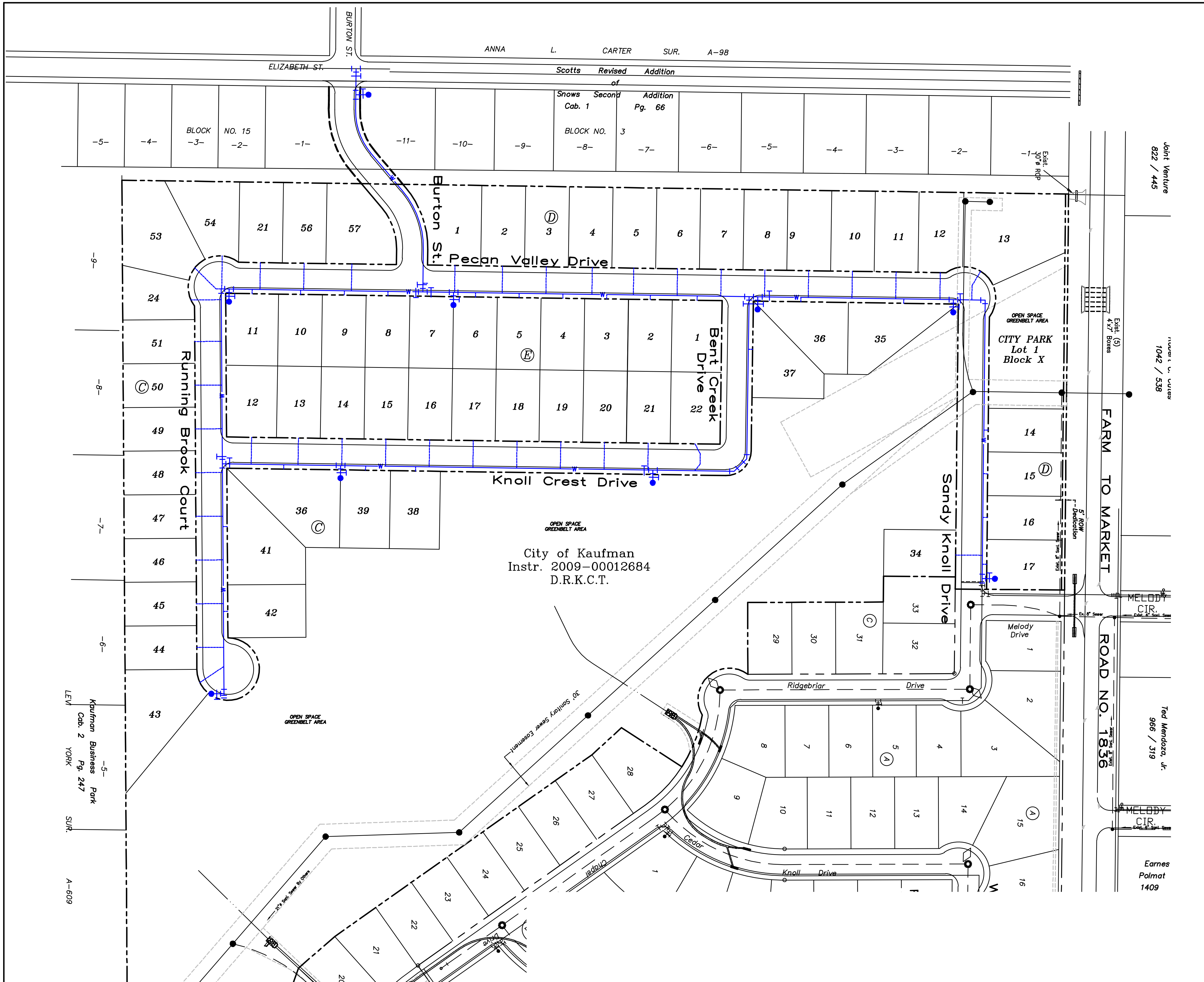
ROADWAY IMPROVEMENTS

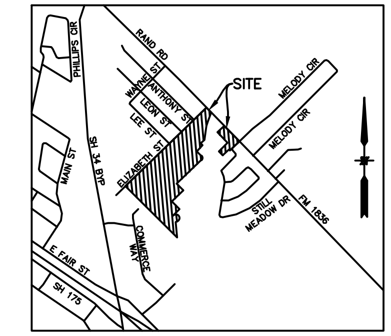
PRAIRIE CREEK ESTATES PHASE 3

KAUFMAN, TEXAS

ENGINEERING CONCEPTS & DESIGN, L.P.
ENGINEERING/PROJECT MANAGEMENT/CONSTRUCTION SERVICES
TEXAS FIRM REG. NO. 001145
201 WINDCO CIRCLE, SUITE 200, WYLIE, TX 75098
(972) 941-8400 FAX (972) 941-8401

DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.
ECD, LP.	ECD, LP.	5/10/2022	1"=150' H.	ECD, LP.		1





VICINITY MAP
N.T.S.

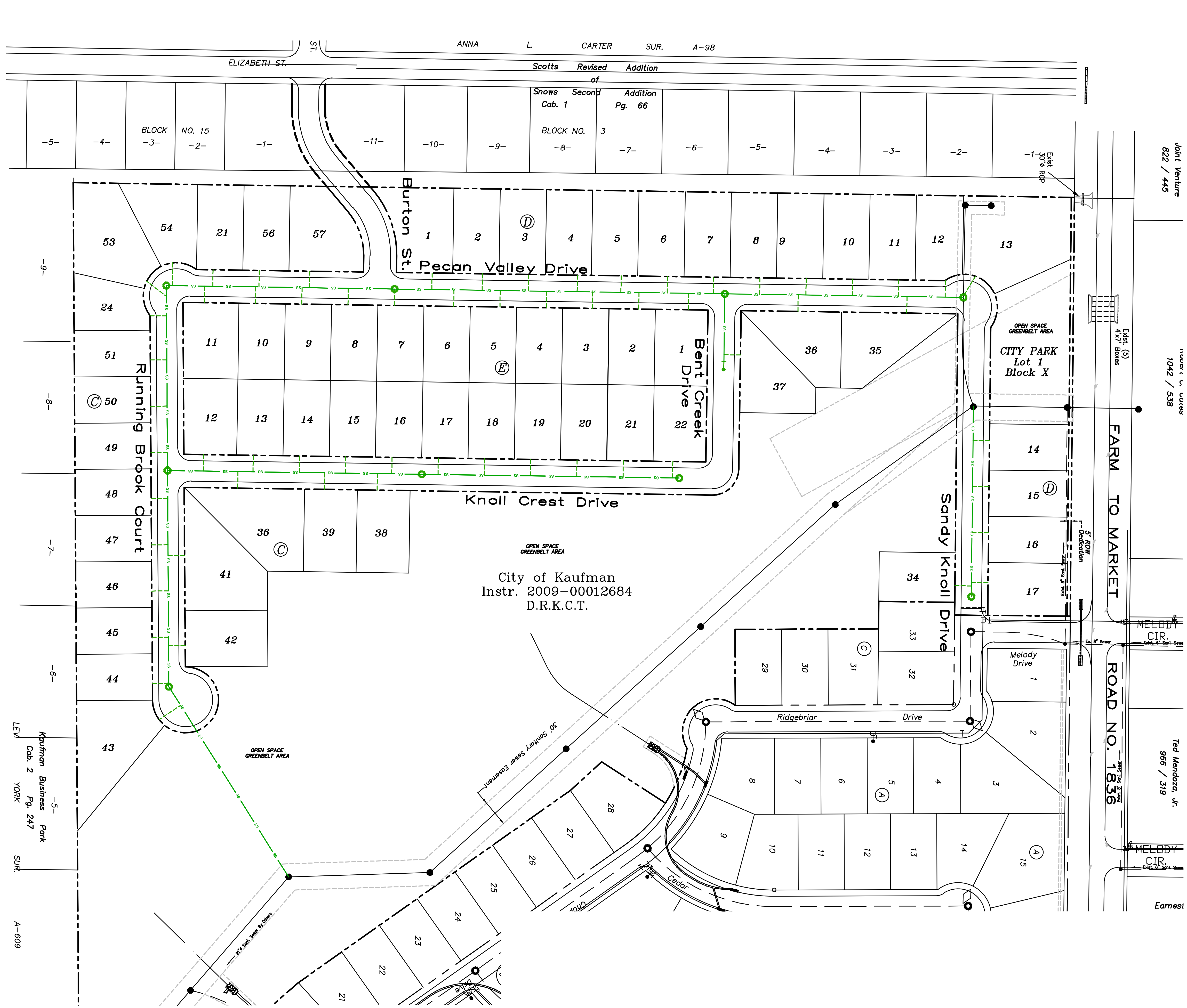
LEGEND

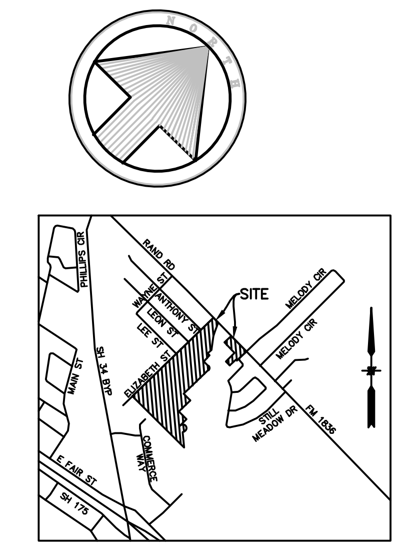
— W —	PUBLIC WATER IMPROVEMENTS
— - - —	R.O.W.

EXHIBIT B
WATER IMPROVEMENTS
PRAIRIE CREEK ESTATES PHASE 3
KAUFMAN, TEXAS

ENGINEERING CONCEPTS & DESIGN, L.P.
ENGINEERING/PROJECT MANAGEMENT/CONSTRUCTION SERVICES
TEXAS FIRM REG. NO. 001145
201 WINDCO CIRCLE, SUITE 200, WYLIE, TX 75098
(972) 941-8400 FAX (972) 941-8401

DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.
ECD, LP.	ECD, LP.	5/10/2022	1"=150' H.	ECD, LP.	4804-DPEC	2





VICINITY MAP
N.T.S.

LEGEND

—— SS ——	PROPOSED SANITARY SEWER
—— — — ——	R.O.W.

EXHIBIT C

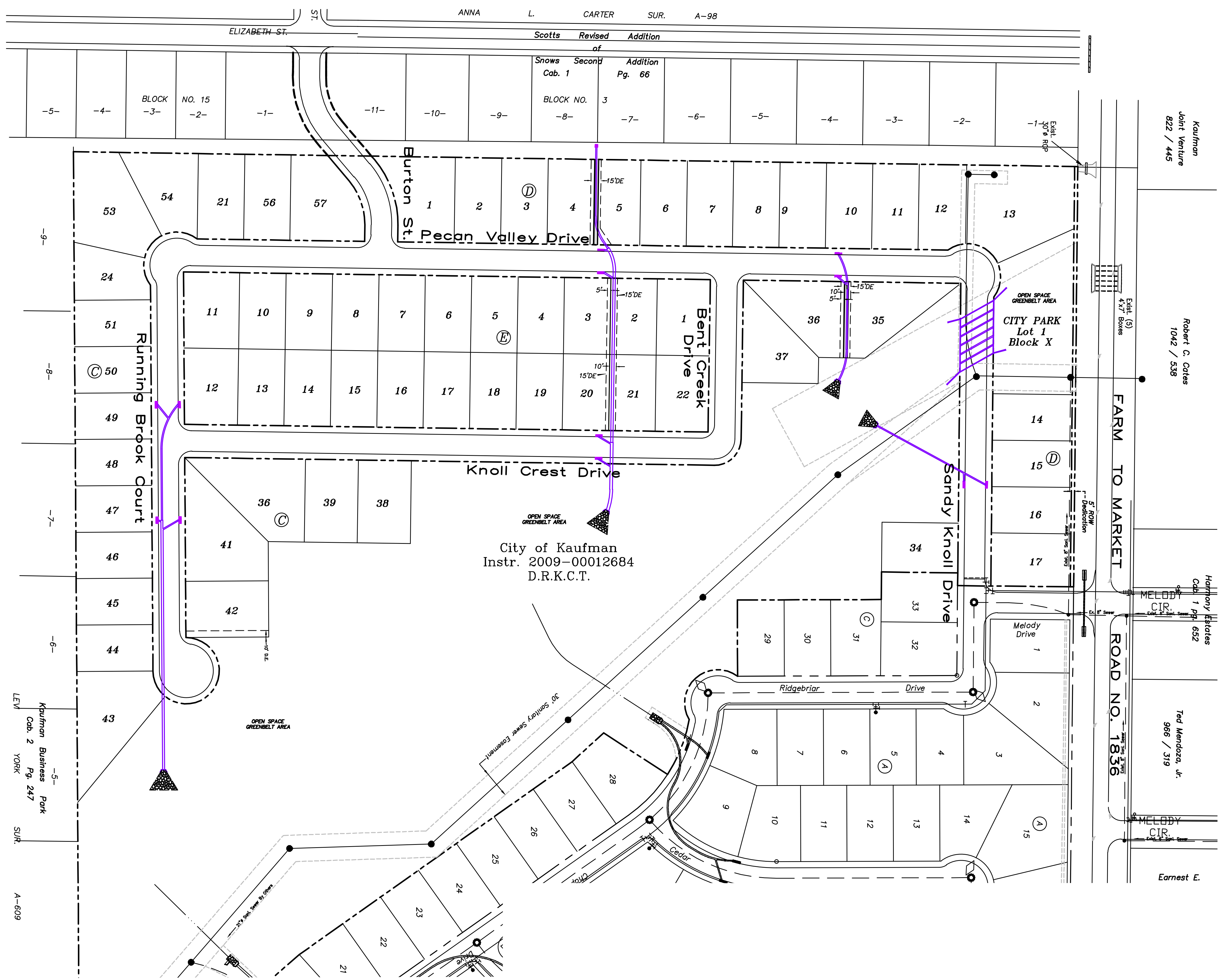
SANITARY SEWER IMPROVEMENTS

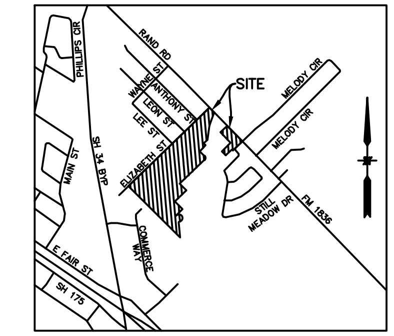
PRAIRIE CREEK ESTATES PHASE 3

KAUFMAN, TEXAS

ENGINEERING CONCEPTS & DESIGN, L.P.
ENGINEERING/PROJECT MANAGEMENT/CONSTRUCTION SERVICES
TEXAS FIRM REG. NO. 001145
201 WINDCO CIRCLE, SUITE 200, WYLIE, TX 75098
(972) 941-8400 FAX (972) 941-8401

DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.
ECD, LP.	ECD, LP.	5/10/2022	1"=150' H.	ECD, LP.	4804-DPEC	3





VICINITY MAP
N.T.S.

LEGEND

PROPOSED PUBLIC STORM

DRAINAGE EASEMENT

R.O.W.

EXHIBIT D

STORM SEWER IMPROVEMENTS						
PRAIRIE CREEK ESTATES PHASE 3						
KAUFMAN, TEXAS						
ENGINEERING CONCEPTS & DESIGN, L.P. ENGINEERING/PROJECT MANAGEMENT/CONSTRUCTION SERVICES TEXAS FIRM REG. NO. 001145 201 WINDCO CIRCLE, SUITE 200, WYLIE, TX 75098 (972) 941-8400 FAX (972) 941-8401						
DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.
ECD, LP.	ECD, LP.	5/10/2022	1"=150' H.	ECD, LP.	4804-DPEC	4

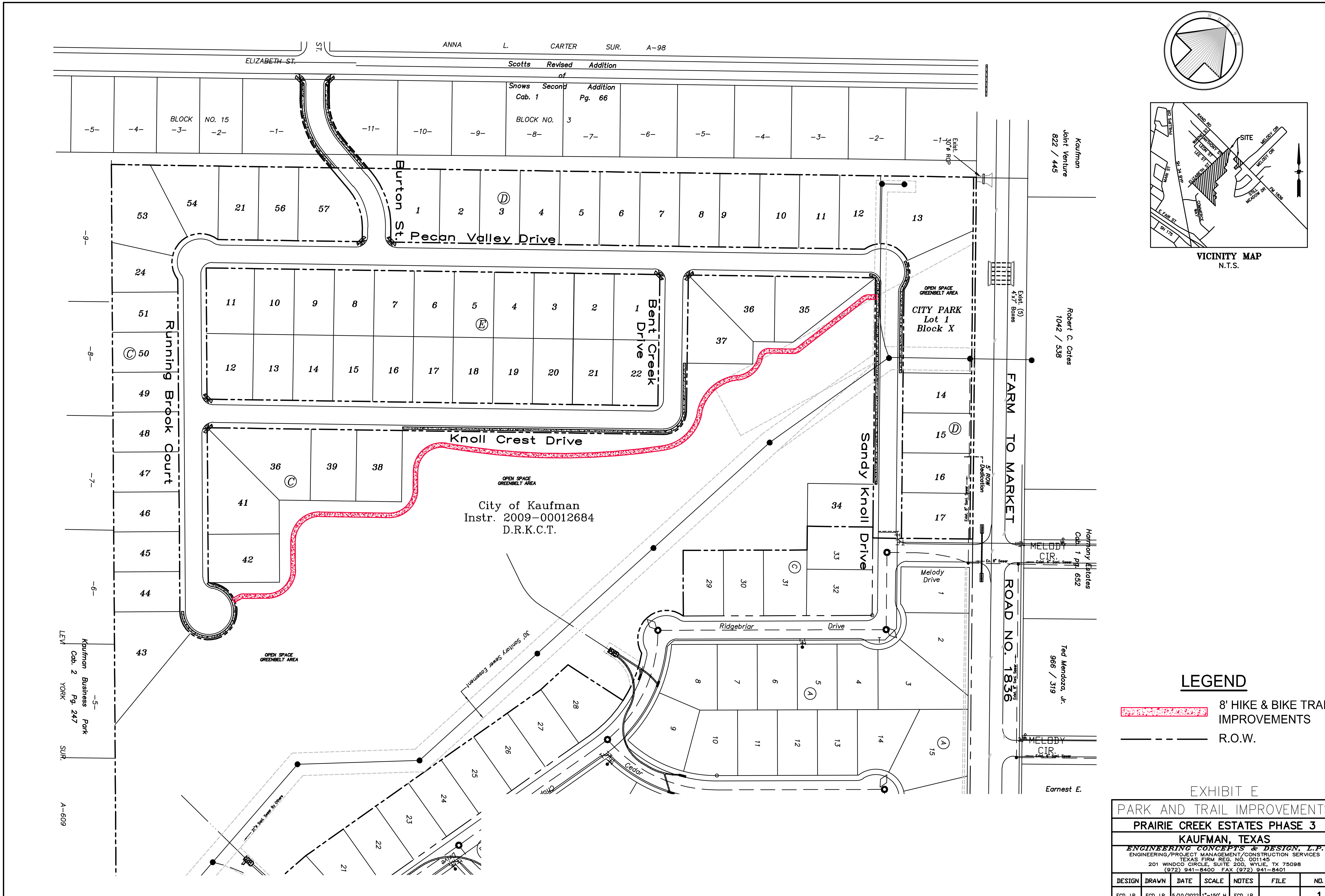


EXHIBIT E

PARK AND TRAIL IMPROVEMENTS

PRAIRIE CREEK ESTATES PHASE 3

KAUFMAN, TEXAS

ENGINEERING CONCEPTS & DESIGN, L.P.
ENGINEERING/PROJECT MANAGEMENT/CONSTRUCTION SERVICES
TEXAS FIRM REG. NO. 001145
201 WINDCO CIRCLE, SUITE 200, WYLIE, TX 75098
(972) 941-8400 FAX (972) 941-8401

DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.
ECD, LP.	ECD, LP.	5/10/2022	1"=150' H.	ECD, LP.		1

APPENDIX E
PID DISCLOSURE

AFTER RECORDING RETURN TO:

____

____

____

____

_____________________][1]

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF KAUFMAN, TEXAS
CONCERNING THE FOLLOWING PROPERTY

____
STREET ADDRESS

LOT TYPE _____ PRINCIPAL ASSESSMENT: $______

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Kaufman, Texas (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Kaufman Public Improvement District No. 2*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Kaufman County.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:	DATE:
SIGNATURE OF PURCHASER	SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:	DATE:
SIGNATURE OF SELLER	SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:	DATE:
______________________________	______________________________
SIGNATURE OF PURCHASER	SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF KAUFMAN §

The foregoing instrument was acknowledged before me by______________________ and ____________________, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _________________, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Kaufman County.

The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:	DATE:
____________________________	____________________________
SIGNATURE OF SELLER	SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF KAUFMAN §

The foregoing instrument was acknowledged before me by ____________________ and _________________ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _________________ , 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Kaufman County.

APPENDIX F

ASSESSMENT PER LOT, PROJECTED LEVERAGE AND PROJECTED TAX RATE EQUIVALENTS

Appendix F

For purposes of calculating and allocating the Assessments, the Assessed Property has been classified in one of three Lot Types.

"Lot Type 1" means lots identified as such on the Assessment Roll, being lots typically with a Lot width of approximately 70 feet.

A) Proposed Development

Table F-1 shows the proposed residential units to be developed within the PID.

Table F-1
Proposed Development within the PID

Description	Proposed Development	
Lot Type 1 (70 Ft)	63	Units
Total	**63**	**Units**

B) Allocation of Assessments to Lots within the PID

The total amount of the Reimbursement Agreement, which represents the total Assessment to be allocated on all Parcels within the PID is $1,106,000 As shown above, there are a total of 63 residential units, resulting in an Assessment per Lot of $17,555.56 (i.e. $1,106,000 ÷ 63 = $17,555.56).

Table F-2 sets forth the Assessment per dwelling unit within the PID.

Table F-2
Assessment Per Unit

Description	Planned No. of Lots	Assessment per Lot		Total Assessments
Lot Type 1 (70 Ft)	63	$17,555.56	Per Lot	$1,106,000
Total	**63**			**$1,106,000**

The projected leverage calculated based on the estimated land values, finished lot values and home values for each unit is shown in Table F-3.

Table F-3
Projected Leverage

Description	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Assessment per Lot	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 1 (70 Ft)	63	$66,000	$330,000	$17,555.56	3.76	18.80

The projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each unit is shown in Table F-4.

Table F-4
Estimated Tax Rate Equivalent per Lot

Description	Planned No. of Lots	Estimated Finished Lot Value per Lot	Projected Home Value per Lot	Projected Average Annual Installment per Lot	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
Lot Type 1 (70 Ft)	63	$66,000	$330,000	$1,436.22	$2.18	$0.44

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

APPENDIX G
PROPOSED ASSESSMENT ROLL

Appendix G-1
Proposed Assessment Roll

Parcel	**All Parcels**
Assessment	**$1,106,000**
No. of Lots	**63**

Year	Principal	Interest[1]	Administrative Expenses[2]	Total Annual Installment
1	$18,000	$53,641	$18,500	$90,141
2	$19,000	$52,768	$18,870	$90,638
3	$19,000	$51,847	$19,247	$90,094
4	$20,000	$50,925	$19,632	$90,557
5	$21,000	$49,955	$20,025	$90,980
6	$22,000	$48,937	$20,025	$90,961
7	$23,000	$47,870	$20,025	$90,894
8	$24,000	$46,754	$20,025	$90,779
9	$25,000	$45,590	$20,025	$90,615
10	$26,000	$44,378	$20,025	$90,402
11	$27,000	$43,117	$20,025	$90,141
12	$29,000	$41,807	$20,025	$90,832
13	$30,000	$40,401	$20,025	$90,425
14	$32,000	$38,946	$20,025	$90,970
15	$33,000	$37,394	$20,025	$90,418
16	$35,000	$35,793	$20,025	$90,818
17	$36,000	$34,096	$20,025	$90,120
18	$38,000	$32,350	$20,025	$90,374
19	$40,000	$30,507	$20,025	$90,531
20	$42,000	$28,567	$20,025	$90,591
21	$44,000	$26,530	$20,025	$90,554
22	$46,000	$24,396	$20,025	$90,420
23	$48,000	$22,165	$20,025	$90,189
24	$51,000	$19,837	$20,025	$90,861
25	$53,000	$17,363	$20,025	$90,388
26	$56,000	$14,793	$20,025	$90,817
27	$58,000	$12,077	$20,025	$90,101
28	$61,000	$9,264	$20,025	$90,288
29	$64,000	$6,305	$20,025	$90,330
30	$66,000	$3,201	$20,025	$89,226
Total	**$1,106,000**	**$1,011,565**	**$596,900**	**$2,714,464**

1 - The interest amounts are based on an estimated interest rate of 4.85% for years 1 through 5 and an estimated rate of 4.85% thereafter and will be updated at the time of levy.
2 - The Administrative Expenses shown include the estimated district administration costs and will be updated in Annual Service Plan Updates.

<u>Appendix G-2</u>
Proposed Assessment Roll by Lot Type

Parcel Assessment	**Lot Type 1 (70 Ft)**
	$17,555.56

Year	Principal	Interest[1]	Administrative Expenses[2]	Total Annual Installment
1	$286	$851	$294	$1,431
2	$302	$838	$300	$1,439
3	$302	$823	$306	$1,430
4	$317	$808	$312	$1,437
5	$333	$793	$318	$1,444
6	$349	$777	$318	$1,444
7	$365	$760	$318	$1,443
8	$381	$742	$318	$1,441
9	$397	$724	$318	$1,438
10	$413	$704	$318	$1,435
11	$429	$684	$318	$1,431
12	$460	$664	$318	$1,442
13	$476	$641	$318	$1,435
14	$508	$618	$318	$1,444
15	$524	$594	$318	$1,435
16	$556	$568	$318	$1,442
17	$571	$541	$318	$1,430
18	$603	$513	$318	$1,435
19	$635	$484	$318	$1,437
20	$667	$453	$318	$1,438
21	$698	$421	$318	$1,437
22	$730	$387	$318	$1,435
23	$762	$352	$318	$1,432
24	$810	$315	$318	$1,442
25	$841	$276	$318	$1,435
26	$889	$235	$318	$1,442
27	$921	$192	$318	$1,430
28	$968	$147	$318	$1,433
29	$1,016	$100	$318	$1,434
30	$1,048	$51	$318	$1,416
Total	**$17,556**	**$16,057**	**$9,475**	**$43,087**

1 - The interest amounts are based on an estimated interest rate of 4.85% for years 1 through 5 and an estimated rate of 4.85% thereafter and will be updated at the time of levy.
2 - The Administrative Expenses shown include the estimated district administration costs and will be updated in Annual Service Plan Updates.

Meeting Date: 6/27/2022	Date: 06/06/2022	Item #: 11.	Dept.: Administration

Resolution

SUBJECT:

Consider and take appropriate action on Resolution R-22-22, a resolution of the City Council of the City of Kaufman, Texas, designating certain officials as being responsible for and acting for, and on behalf of, the City of Kaufman in connection with the Texas Parks & Wildlife Department for the purpose of participating in the Local Park Grant Program; certifying that the City of Kaufman is eligible to receive program assistance; certifying that the City of Kaufman matching share is readily available; and dedicating the proposed site for permanent public park and recreational uses.

BACKGROUND:

The City of Kaufman intends to apply for a Texas Parks and Wildlife Grant for the purpose of designing and constructing a park in the Georgetown neighborhood and naming it Kings Fort Park. The grant is a 50 – 50 matching grant for up to $1.5 million dollars (including the match). If awarded, the City of Kaufman would receive $750,000. The Resolution would designate Assistant City Manager Mike Holder as the City Official responsible for submitting, signing, and managing the grant on behalf of the City. The developer of Georgetown will transfer ownership of the property used for the park to the City and provide additional funds to help with the cost of constructing the park.

The deadline for application is August 1, 2022.

Author:	Reviewed:
Mike Holder, Assistant City Manager	Mike Slye, City Manager

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

Recommendation: Staff recommends approval of Resolution R-22-22 as presented.

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

RESOLUTION NO. R-22-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KAUFMAN, TEXAS, DESIGNATING CERTAIN OFFICIALS AS BEING RESPONSIBLE FOR AND ACTING FOR, AND ON BEHALF OF, THE CITY OF KAUFMAN IN CONNECTION WITH THE TEXAS PARKS & WILDLIFE DEPARTMENT FOR THE PURPOSE OF PARTICIPATING IN THE LOCAL PARK GRANT PROGRAM; PROVIDING FOR THE INCORPORATION OF PREMISES; CERTIFYING THAT THE CITY OF KAUFMAN IS ELIGIBLE TO RECEIVE PROGRAM ASSISTANCE; CERTIFYING THAT THE CITY OF KAUFMAN MATCHING SHARE IS READILY AVAILABLE; DEDICATING THE PROPOSED SITE FOR PERMANENT PUBLIC PARK AND RECREATIONAL USES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Kaufman is fully eligible to receive assistance under the Texas Parks & Wildlife Department Local Park Grant Program; and

WHEREAS, the City of Kaufman is desirous of authorizing an official to represent and act for and on behalf of the City of Kaufman in connection with the Texas Parks & Wildlife Department concerning the Local Park Grant Program; and

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

Section 1. That the above premises are hereby declared to be true and accurate and are hereby incorporated as if set forth fully herein.

Section 2. That the City of Kaufman hereby certifies that it is eligible to receive assistance under the Texas Parks & Wildlife Local Park Grant Program, and that notice of the application has been posted according to local public hearing requirements.

Section 2. That the City of Kaufman hereby certifies that the matching share for such application is readily available at this time.

Section 3. That the City of Kaufman hereby authorizes and directs the Assistant City Manager to act for the City of Kaufman in connection with the Texas Park and Wildlife Department for the purpose of the Local Park Grant Program, and that the Assistant City Manager is hereby officially designated as the representative in this regard.

Section 4. That the City of Kaufman hereby specifically authorizes the designated representative to make application to the Texas Parks and Wildlife Department concerning the site to be known as Kings Fort Park in the City of Kaufman for use as a park site. Any acquisition shall be dedicated (or will be dedicated upon completion of the proposed acquisition) for public park and recreation purposes in perpetuity (or for the lease term, if legal control is through a lease). Projects with federal monies may have differing requirements.

Section 5. That this Resolution shall be in effect immediately upon its adoption.

PASSED AND APPROVED this 27th day of June, 2022.

APPROVED:

____
JEFF JORDAN
MAYOR

ATTEST:

____
JESSIE HANKS
CITY SECRETARY

City of Kaufman

Meeting Date: 6/27/2022	**Date: 06/14/2022**	**Item #: 12.**	**Dept.: Police**

Action Item

SUBJECT:

Consider and take appropriate action on a Jurisdictional Memorandum of Understanding between the City of Kaufman Police Department and the Kaufman Independent School District Police Department.

BACKGROUND:

The last MOU between Kaufman ISD Police Department and the Kaufman Police Department was presented to the Kaufman City Council on March 18, 2018. The update on this MOU has been drafted by Kaufman Police Department, Chief Les Edwards, and the only change is the signature of the Chief. This was required because of the change in Chiefs. Upon approval, the MOU document will be signed by the Mayor, KISD Chief of Police, KISD Superintendent Lori Blaylock, and Kaufman ISD Board of Trustee President, Byron Gregg.

The MOU is valid for one (1) year and will be automatically renewed at that time unless updates need to be made. The Kaufman Police Department approves this MOU and recommends it be approved by the Council.

Author:	Reviewed:
Les Edwards, Police Chief	Mike Slye, City Manager

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

Recommendation: Staff recommends approval of the Jurisdictional MEmorandum of Understanding between the City of Kaufman Police Department and the Kaufman Independent School District Police Department.

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

JURISDICTIONAL MEMORANDUM OF UNDERSTANDING BETWEEN KAUFMAN INDEPENDENT SCHOOL DISTRICT POLICE DEPARTMENT AND CITY OF KAUFMAN POLICE DEPARTMENT

The Texas Education Code Section 37.081 requires a school district police department and the law enforcement agencies with which it has overlapping jurisdiction enter into a memorandum of understanding ("MOU") that outlines reasonable communication and coordination of efforts between the department and the agencies. This document shall serve as the MOU addressing those requirements between the Kaufman ISD Police Department and the City of Kaufman Police Department.

The primary duties of police officers commissioned by the Kaufman Independent School District are as follows:

• Endeavor to provide a safe and secure environment for students, staff, and citizens while those persons that are participating in or attending school sponsored activities which include, but not limited to, extra-curricular activities, students in transit to and from school in a District vehicle, or any other school-sponsored or school related activity on or off campus.

• Protect the property of the District including real and personal property located inside and outside the boundaries of the District that is owned, leased, rented, or otherwise under the control of the District (hereinafter "Kaufman ISD property").

• Endeavor to protect the personal property of those individuals engaged in school sponsored or school related activities.

• To enforce all laws, including municipal ordinances, county ordinances, and federal, state, and local laws.

These duties shall be performed throughout the entire territory within the geographical boundaries or jurisdiction of the Kaufman Independent School District or within the State of Texas while those individuals are under the direct supervision of the District. This Agreement includes all current and future schools that are located within the overlapping jurisdiction of the City of Kaufman, Texas.

1. Kaufman Independent School District Police Department and the City of Kaufman will have concurrent jurisdiction on Kaufman ISD property within the city limits of the City of Kaufman, Texas. If (1) circumstances require an immediate response within the KISD boundaries, (2) the City of Kaufman Police are present, and (3) the Kaufman ISD Police are not available, then the City of Kaufman Police Department shall assume primary control of the response until otherwise directed by the Kaufman ISD Police.

2. Except as stated herein, Kaufman ISD Police will have primary jurisdiction and responsibility for all offenses that occur on property located within the geographical boundaries of the Kaufman ISD. In addition, Kaufman ISD Police will be primarily responsible for investigating all traffic accidents that occur on school property.

3. The Kaufman ISD Police Department has primary jurisdiction over all bomb threats to Kaufman ISD property. These threats will only be reported to the Kaufman Police Department if assistance is needed in disposing of any suspicious incendiary devices.

4. If any assistance is needed, the City of Kaufman Police Department will have primary control over the incident in all cases where it has assumed primary jurisdiction. The City of Kaufman Police Department retains all command and authority during these types of incidents. Kaufman ISD Police will remain available for assistance at the request of the City of Kaufman Police Incident Commander.

5. The City of Kaufman Police Department agrees to comply with notification of criminal activities involving students enrolled in Kaufman ISD schools pursuant to Article 15.27 of the Texas Code of Criminal Procedures.

6. The City of Kaufman Police Department shall retain primary jurisdiction over property or areas not owned, leased, rented, or otherwise under the control of Kaufman ISD.

7. In the event that any person performing law enforcement, police protection or detention services pursuant to this Agreement shall be cited as a party to any civil lawsuit, state or federal, arising out of the performance of those services, such person shall be entitled to the same benefits that he would be entitled to receive if such civil action had arisen out of the performance of his duties as a

member of the department where he is regularly employed and in the jurisdiction of the member by which he is regularly employed.

8. To the extent provided by law, each party to this Agreement expressly waives all claims against every other party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of the Agreement, except for acts in violation of law.

9. It is expressly understood and agreed that, in the execution of this Agreement, no party waives, nor shall be deemed hereby to waive, an immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

10. The term of this Agreement shall be for a period of one (1) calendar year from the date of execution of this Agreement by both parties. This Agreement shall renew annually for successive one (1) year periods, unless otherwise terminated in writing by either party with at least thirty (30) days written notice prior to the renewal date. This particular Agreement may be terminated at any time with or without cause, subject to Texas Education Code 37.081 (g) which requires a school district police department and the law enforcement agencies with which it has overlapping jurisdiction to enter a memorandum of understanding outlining reasonable communication and coordination efforts between the department and the agency.

11. It is understood that nothing in this agreement impacts the jurisdiction of the criminal courts, including the Kaufman Municipal Court, as it relates to the filing and prosecution of offenses occurring on the property of Kaufman ISD campuses in the city limits of Kaufman, Kaufman County, Texas.

12. Except where prohibited by law, both parties agree to exchange such information as may be necessary to secure the effective enforcement of the law and protect the property and persons within their jurisdiction.

13. Each party to this Agreement expressly waives the right granted by Texas Local Government Code, Section 362.003 to request reimbursement for services performed under this Agreement.

The renewal date shall be calculated using the last date of execution of the Agreement by both parties. Notice, for the purpose of termination shall be to the Chief of Police for the City of Kaufman and the Superintendent for the Kaufman ISD, Pursuant to Section 37.081(f) of the Texas Education Code. Notice shall also be provided to the Kaufman ISD Chief of Police

AGREED TO:

By: __________________________ Mayor, City of Kaufman, TX

Date: ___________

By: __________________________ Chief of Police, City of Kaufman, TX

Date: ___________

By: __________________________ President, Board of Trustees, Kaufman ISD

Date: ___________

By: __________________________ Superintendent, Kaufman ISD

Date: ___________

By: __________________________ Chief of Police, Kaufman ISD

Date: ___________

Meeting Date: 6/27/2022 | **Date: 06/24/2022** | **Item #: 13.** | **Dept.: Administration**

Action Item

SUBJECT:

Consider and take appropriate action on the minutes from the May 23, 2022, Regular City Council and Joint TIRZ #2 meeting.

BACKGROUND:

The minutes for the May 23, 2022, Regular City Council Meeting and Joint TIRZ #2 Meeting as attached.

Author:
Jessie Hanks, City Secretary

Reviewed:
Mike Slye, City Manager

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

Recommendation: Staff recommends approval of the May 23rd minutes.

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

MINIFUTES OF THE

CITY COUNCIL MEETING

MONDAY, MAY 23, 2022 - 5:30 PM

CITY HALL COUNCIL CHAMBERS

209 S. WASHINGTON STREET

KAUFMAN, TEXAS 75142

<u>PLEDGE OF ALLEGIANCE</u>

<u>CALL MEETING TO ORDER</u>

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

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

Mayor Jordan called the City Council meeting to order at 5:30 PM. Councilmembers present were Jeff Jordan, Patty Patterson, Lisa Parker, Matt Phillips, Carole Aga, and Quattro Borders. Councilmember Charles Gillenwater joined the meeting at 5:47 PM. Mayor Jordan declared a quorum present.

Chairman Jordan called TIRZ #2 meeting to order at 5:30 PM. Board members present were Jeff Jordan, Matt Phillips, Quattro Borders, Lisa Parker, Carole Aga, Patty Patterson, and Mike Hunt. Board member Charles Gillenwater joined the meeting at 5:47 PM. Board members Ray Raymond and Ken Cates were absent. Chairman Jordan declared a quorum present.

Also present were City Manager Mike Slye, Assistant City Manager Mike Holder, City Attorney Emily Bowlin, City Secretary Jessie Hanks, Finance Director Mary Wennerstrom, Planning Manager Andrew Bogda, Fire Captain Jeremy Hatcher, and Police Chief Les Edwards.

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

No comments were given.

<u>TIRZ #2 ITEMS</u>

1. Consider and make a recommendation to the City Council to engage David Pettit as a TIRZ consultant to amend the TIRZ #2 boundary.

Mr. Slye gave an overview of the Tax Increment Reinvestment Zone, the current TIRZ #2 map, and the TIRZ #2 projects. He reviewed the detailed budget of TIRZ #2. He presented the proposed expansion of the zone and potential projects that could be added. There were discussions regarding the primary public policy issues with the way the zone is currently functioning.

Board member Aga made a motion to recommend approval to engage David Pettit as a TIRZ consultant to amend the TIRZ #2 boundary. The motion was seconded by Board member Patterson and passed 8/0.

TIRZ #2 ADJOURNMENT

There being no further business, Chairman Jordan adjourned the TIRZ #2 meeting and recessed the Council meeting at 6:05 PM.

Mayor Jordan reconvened the City Council meeting at 6:10 PM. Mayor Jordan recognized Daylon Dickerson, Sabree Stubbs, and Katie Tucker for their track accomplishments at Kaufman High School.

CONSENT AGENDA

2. Consider and take appropriate action on the minutes from the April 25, 2022, Regular City Council meeting.

3. Consider and take appropriate action on the minutes from the May 18, 2022, Special City Council meeting.

4. Consider and take appropriate action on the **Final Plat of Georgetown at Kings Fort Phase 2B**, being a tract of land containing 14.312 acres (Property ID 5239 & 5240), situated in the D. Falcon Survey, Abstract No. 151 in the City of Kaufman. The property is zoned Planned Development-17 Revised (PD-17R) and is located approximately 475 feet east of Tabor Parkway. The final plat is for 72 residential lots. (Case No. FP-05-22)

Councilmember Gillenwater made a motion to approve consent agenda items 2 through 4 as presented. The motion was seconded by Councilmember Patterson and passed 7/0.

END OF CONSENT AGENDA

DISCUSSION/ACTION ITEMS

5. Consider and take appropriate action to engage David Pettit as a TIRZ consultant to amend the TIRZ #2 boundary.

Mayor Pro-Tem Phillips made a motion to engage David Pettit as a TIRZ consultant to amend the TIRZ #2 boundary. The motion was seconded by Councilmember Gillenwater and passed 7/0.

6. Consider and take appropriate action on the La Vega Ranch Development Agreement between Antonio Carmona, Magaly Lopez, Field & Permits, LLC, Maria Ortiz Alvarez, Ignacio Berber, Mara I. Berber, Ana Maria Lule, Johnathan Najera, Lilived Rojas, Jose A. Lamas, Lenor Barrera, Jorge Marcos Martinez Jaimes, Rosaura Elena Cema Muzquiz, Rene Sainz, and Rosario Sainz and the City of Kaufman, for development of the 92.72 acre tract of land (Property IDs 208804, 213296, 198586, 213262, 209865, 209789, 209823, 213286, 213299, and 208803) situated in the Thomas Lowrie Survey, Abstract No. 285 in the City’s Extraterritorial Jurisdiction (ETJ), generally located at 2075 CR 4104, Crandall, TX; and authorizing the Mayor or designee to execute necessary documents.

Mr.Bogda presented the La Vega Ranch Development Agreement including the location and the details of the agreement.

Mayor Pro-Tem Phillips made a motion to approve the La Vega Ranch Development Agreement contingent on final legal review. The motion was seconded by Councilmember Aga and passed 7/0.

7. Consider and take appropriate action on the Windsor Park II Development Agreement between Oak National Development, LLC and the City of Kaufman, for development of the 134.12 acre tract of land (Property IDs 5270 & 198786) situated in the D. Falcon Survey, Abstract No. 151, partially in the City's Extraterritorial Jurisdiction (ETJ) and partially in the Town of Oak Grove, generally located on the south side of SH 34 and the west side of FM 1388 (S. Houston St.); and authorizing the Mayor or designee to execute necessary documents.

Mr. Bogda presented the Windsor Park II Development Agreement including the locations, proposed concept plan, and details of the agreement.

Councilmember Parker made a motion to approve the Windsor Park II Development Agreement subject to final legal review. The motion was seconded by Councilmember Gillenwater and passed 7/0.

8. Consider and take appropriate action on Ordinance O-12-22, an ordinance of the City Council of the City of Kaufman, Texas, adopting the recodification of the Code of Ordinances to be subdivided into Chapters 1 through 12 and appendices; providing for the repeal of certain ordinances not included therein; providing a penalty for the violation thereof not exceeding $500 generally or not exceeding $2,000 for violations relating to fire safety, zoning or public health and sanitation or not exceeding $4,000 for violations relating to dumping of refuse; and providing for publication and an effective date.

Ms Hanks presented the proposed ordinances to recodify the city's Code of Ordinances. She reviewed the process the staff has taken to get this document prepared.

Councilmember Gillenwater made a motion to approve Ordinance O-12-22 as presented. The motion was seconded by Councilmember Parker and passed 7/0.

9. Consider and take appropriate action on Ordinance O-13-22, an ordinance of the City Council of the City of Kaufman, Texas, amending Section 70-104, "Fee Schedule", of Article VII, "Civic Center", of Chapter 70, "Parks and Recreation", of the City's Code of Ordinances to amend the fee schedule for rentals of the Kaufman Civic Center; and providing for publication and an effective date.

Ms. Hanks reviewed the purpose of the proposed rental fee increase for the Civic Center.

Councilmember Aga made a motion to approve Ordinance O-13-22 as presented. The motion was seconded by Councilmember Patterson and passed 7/0.

10. Consider and take appropriate action on Ordinance O-14-22, an ordinance of the City Council of the City of Kaufman, amending Ordinance O-43-21 and Ordinance O-02-22 to amend the KEDC 2021-2022 Fiscal Year Budget to balance Revenue Surplus, Expense Surplus, and Shortfall; and providing an effective date.

Ms. Wennerstrom presented the KEDC budget amendments.

Councilmember Gillenwater made a motion to approve Ordinance O-14-22 as presented. The motion was seconded by Mayor Pro-Tem Phillips and passed 7/0.

11. Consider and take appropriate action on Resolution R-20-22, a resolution of the City Council of the City of Kaufman, Texas, authorizing the submittal of a grant application and acceptance of the grant, if awarded, from the United States Department of Justice, Office of Community

Oriented Policing Services (COPS Office), for the COPS Hiring Program (CHP); authorizing the Chief of Police to act as the city's authorized grant official, and providing an effective date.

Chief Edwards outlined the COPS hiring program, the funds associated with the grant, and the city's contribution.

Councilmember Patterson made a motion to approve Resolution R-20-22 as presented. The motion was seconded by Councilmember Aga and passed 7/0.

ANNOUNCEMENTS AND REPORTS FROM CITY MANAGER

12. Receive an update and discussion regarding the following:

a. Georgetown PID Update

b. Discussion Items Report (DIR)

c. STAR Transit Ridership Report- April 2022

d. Careflite Compliance Report- April 2022

e. Fire Department Monthly Report- April 2022

f. Police Department Monthly Report- April 2022

g. Development Services Monthly Report- April 2022

h. Monthly Calendars Attached

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

ADJOURNMENT

There being no further business, Mayor Jordan adjourned the meeting at 6:53 PM.

JEFF JORDAN
MAYOR

ATTEST:

JESSIE HANKS
CITY SECRETARY

DISCUSSION ITEMS REPORT (DIR)

Project Title	Department	Agenda Date	Entered Date	Status/Notes	Strategy Map
Splash Pad	Parks &Rec	TBD	10/23/2018	Shannon Park Contract Awarded 042522	2,3,4
Thoroughfare Plan Update	Development Serv	TBD	10/23/2018	In Progress	2,5
Bldg Standards Commission Ordinance	Development Serv	9/1/2019	10/23/2018	BSC to review	4
South Pointe	Development Serv		2/3/2021	Civil Plans under Review	2,3,4
Subdivision Ordinance Update	Development Serv	1/27/2020	10/23/2018	In progress	5
Citizens Academy	Admin/Public Safety		11/27/2018	Planning Phase	1,3
Fire Department Facility Improvements	Admin/Public Safety			Planning Phase	1,2,5
Summer Youth Program	Admin/Parks	TBD	7/16/2019	COVID Postponement	1,3,4
Digital Gateway Signage	Admin	TBD	8/17/2020	Contract approved July 26, 2021	2,3
City Lakes Emer Action Plan	Public Works	TBD	8/7/2019		5
Disc Golf Course	Admin/PW	TBD	8/23/2019	TPWD Grant Awarded	2,3,4
Washington Street Utility Relocation	Admin/PW	TBD	10/1/2019	SUE forwarded to TxDOT	2,5
TPW Grant for City Lake Park	Parks &Rec	TBD	12/10/2019	TPWD Grant Awarded	4,5
CareFlight Facility	Admin	TBD	3/9/2020	Discussions regarding relocation	1,3
COVID - 19	Admin/Public Safety	TBD	3/11/2020	Action Plan in Place	4,5
Comprehensive Plan	Admin		8/26/2020	Need to update plan	2,3,4,5
Website Update	Admin		1/26/2021	Planning Phase	2,3
Street Maintenance Program	Public Works		1/29/2021	Budget Approved, Phase 1 complete. Start Phase 2.	2,4,5
Storm Drainage Projects	Public Works		1/29/2021	Phase 1 Under Construction	2,4,5
North & South Water Tower Rehab	Public Works		1/29/2021	South Tower Rehab Completed	4,5
Body Cameras	PD		2/2/2021	Grant Awarded	1,3,5
Annual Report	Admin		2/24/2021	Planning Phase	3
Shannon Park Updates	Admin/PW	4/26/2021	4/26/2021	Contract Awarded 042522	3,4,5
Inclusive Park	Admin/PW		4/29/2021	TPWD Grant Awarded	3,4,5
Connector Road	Admin		4/29/2021	County Partnership	2,3,5
AMI	Admin/PW		4/29/2021	Installation underway	4,5
High Speed Internet	Admin			Suddenlink live/CIP installing	2,3,5
Northeast Utility Project	Admin/PW		9/17/2021	Working on Cost Estimate and Scope	1,2,3,4,5
City Lakes Park/Lower Lake Improvements	Admin/PW		9/23/2021	Working on Cost Estimate and Scope	4
Former Senior Center Demo	Development Serv		11/8/2021	Approved in 2022 5 Year CIP	4
Sports Complex Parking Lot Paving	PW/Admin	4/25/2022	4/26/2022	To be scheduled	4

DISCUSSION ITEMS REPORT (DIR)

COMPLETED

Project Title	Project Lead	Agenda Date	Entered Date	Status/Notes	
PID Creation Resolution	Dev Svc/Admin	11/13/2018	10/24/2018	Complete	
TIRZ Creation Ordinance Amendment	Dev Svc/Admin	11/13/2018	10/24/2018	Complete	
TIRZ Project Reprioritization Resolution	Dev Svc/Admin	11/13/2018	10/24/2018	Complete	
Home Improvement Incentive Program	Development Serv	11/13/2018	10/23/2018	Complete	
Budget Book Submission to GFOA	Finance		10/23/2018	Complete	
Interlocal Agreement w/County for PID	Finance		10/30/2018	PID Assessment for Georgetown in 2020	
WWTP Priority Project List	Public Works	11/13/2018	10/23/2018	Mark Hill - Consultant	
2600 Commerce Way Permit Ready	Development Serv	NA	11/6/2018	Complete Permit Issued 11/26/2018	
600 N Nash KC Street Barn Permit Issued	Development Serv	NA	11/6/2018	Complete Finaled 01/04/2019	
Rev Ch 22 & 46 7500SF F Sprinkler Req	elopment Serv	)1/28/2019 02/25/201	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
Civic Center	Admin	7/22/2019		Accepted 01/25/21	2,3
Phase II - Street Bond	Public Works	10/28/2019	10/23/2018	Accepted 01/25/21	5
TxDOT Turnback	Admin	12/17/2018	11/6/2018	Accepted 01/25/21	2,3,5
City Lakes Park Fence	Public Works		1/26/2021	Complete	
Building Official	Development Serv		12/10/2020	Hired	
54-Acre Development	Development Serv	5/18/2020	10/23/2018	PD to Council 05/18/2020	2,3,4
Building Code Update	Development Serv	10/28/2019	6/4/2019	Approved O-28-19	5
Park Dedication Ordinance	Development Serv	1/25/2021	10/23/2018	PH continued to 2/22/2021	4,5
Police Department Server	PD		1/29/2021	Ordered thru TSM	1,5
Tree Mitigation Ordinance	Development Serv		2/24/2021	Approved	4,5
Kaufman Lake	Admin/PW		1/8/2019	Sold April 2021	2,4,5
Downtown Parking	Admin		1/16/2019	2 Hour Parking Signs going up	2
Fire Engine Replacement	FD	1/25/2021	1/25/2021	Lease Approved	1,5
Greenlight City/EDC Marketing	Admin/EDC		6/16/2020	Greenlight Retainer	1,2
Kaufman Square Speakers	Admin/PW	TBD	10/22/2019	Installation Complete	2,3
Fire Department 5 Year Plan	FD		8/26/2020	Presented at Council Retreat 4/2021	2,5
TIRZ #2	Admin		8/6/2020	PPFP Approved 082420	2,3,4
Tabor Parkway Expansion	PW/Admin			Complete	2,3,5
IT Services RFP	Admin		1/6/2022	Contract award 2/28/22	1,5
Marlow Development	Development Serv	4/22/2019	10/23/2018	Construction Underway	2
Recodification of City Ordinances	Admin	11/13/2018	10/23/2018	Franklin Review	5
Kaufman Estates	PW/Admin	10/28/2019		No Action	5

STAR TRANSIT
Phone: 877-631-5278 | **Fax:** 972-563-0048 | **Website:** STARtransit.org
PO Box 703 | Terrell | TX 75160

June 10, 2022

To: City of Kaufman

From: Ashley Berryhill, Finance Director

Re: May 2022 Demand and Response Ridership Report

TRIP INFORMATION:

	S	O	N	D	J	F	M	A	M	J	J	A	TOTAL
Trips	175	243	183	223	173	135	163	222	192				**1,709**
No. Service Days	21	21	20	20	20	16	23	20	21				**182**
Avg. Daily Trips	8.3	11.6	9.2	11.2	8.7	8.4	7.1	11.1	9.1				**9.4**

NO. OF TRIPS	**PURPOSE**
20	Adult Dayhab
0	Education
0	Government
9	Medicaid
44	Medical
81	Nutrition (Senior Center)
15	Other (adult-day care, beauty salon, friend's homes, etc.)
1	Shopping
22	Work
0	Contract Services
0	Vaccination Appointments

ELDERLY AND DISABLED RIDERSHIP	
40	Disabled Trips
108	Elderly (&/or Dis) Trips

148 E &D Total Rides

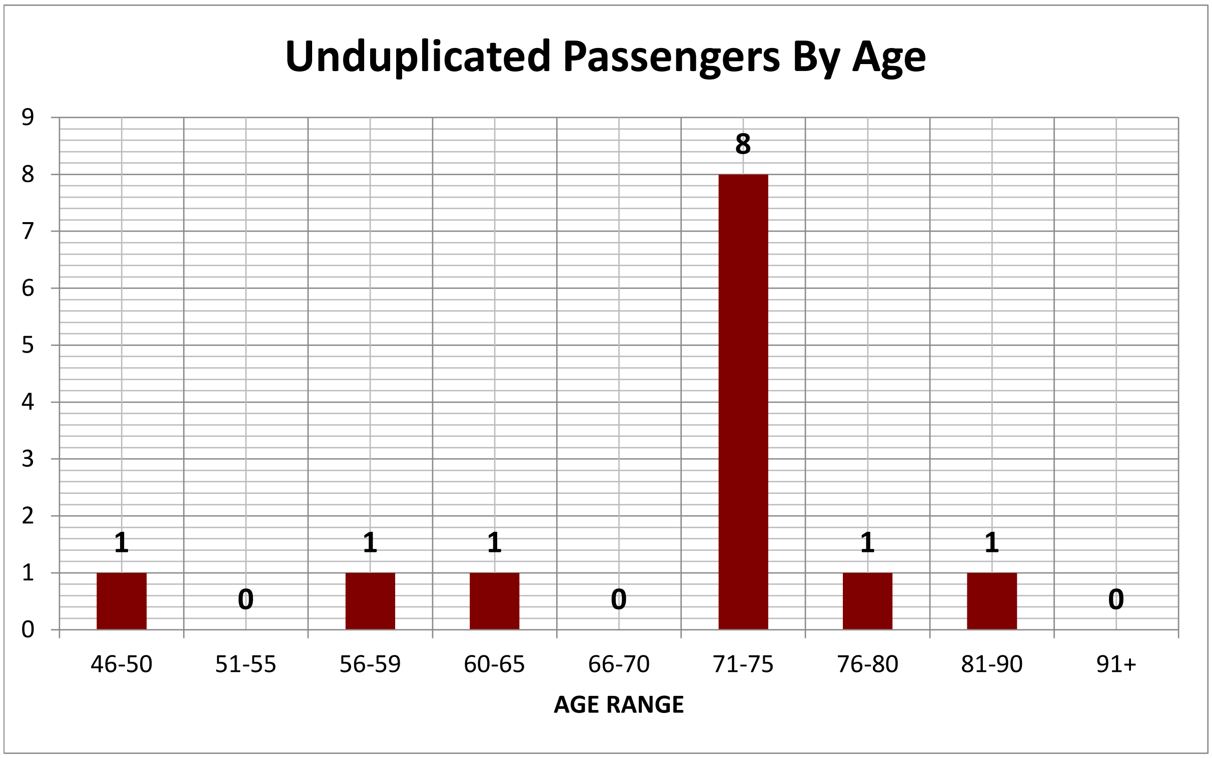
E & D Percent of Total Trips – 77%

MONTHLY UNDUPLICATED PASSENGERS
23
YEAR TO DATE UNDUPLICATED PASSENGERS
98

	Trip Total
KAUFMAN TO KAUFMAN	90
KAUFMAN TO OUTSIDE	100
OUTSIDE TO KAUFMAN	2
	192

NOSHOW/CANCEL	71
DENIALS	4
Month to Month Unduplicated	23
YTD Unduplicated	98

May 2022 Total D & R Trips	**192**



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From: Ashley Berryhill, Finance Director

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TRIP INFORMATION:

	S	O	N	D	J	F	M	A	M	J	J	A	TOTAL
Trips	1,588	1,340	1,180	1,195	1,144	993	1,623	1,587	1,663				**12,313**
No. Service Days	21	21	20	20	20	16	23	20	21				**182**
Avg. Daily Trips	*75.6*	*63.8*	*59.0*	*59.8*	*57.2*	*62.1*	*70.6*	*79.4*	*79.2*				***67.7***

	Trip Origin Total
COTTONWOOD	0
COMBINE	0
CRANDALL	45
FORNEY	441
GRAYS PRARIE	0
GUN BARRELL	0
HEARTLAND	0
KAUFMAN	192
KEMP	45
MABANK	35
OAK GROVE	0
OAK RIDGE	0
POST OAK	0
ROSSER	6
SCURRY	50
TERRELL	849
Subtotal	*1,663*

Terrell Senior Terraces	84
Terrell State Hospital	0

KAUFMAN COUNTY TOTALS	
TOTAL TRIPS	**1,663**
NO SHOW & CANCELS	**617**

D/R-KAUFMAN COUNTY	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	TOTALS
CHARTER	0	0	0	0	0	0	0	0	0	0	0	0	**0**
(UPT) Unlinked Passenger Trips	**1,588**	**1,340**	**1,180**	**1,195**	**1,144**	**993**	**1,623**	**1,587**	**1,663**				**12,313**
ADH	206	121	135	86	79	59	103	80	82				**951**
CONT	0	18	0	0	0	0	0	0	0				**18**
EDU	12	3	6	0	2	10	21	35	17				**106**
GOV	0	0	0	3	3	1	52	56	0				**115**
MDE	21	26	15	25	35	18	32	32	32				**236**
MED	733	757	575	583	560	481	725	670	728				**5,812**
NUT	194	132	199	178	163	128	236	310	363				**1,903**
OTH	92	78	45	75	38	43	71	35	84				**561**
SHP	145	76	95	91	84	88	119	95	82				**875**
VACC	2	0	0	0	0	0	0	0	0				**2**
WORK	183	129	110	154	180	165	264	274	275				**1,734**
	1,588	**1,340**	**1,180**	**1,195**	**1,144**	**993**	**1,623**	**1,587**	**1,663**	**0**	**0**	**0**	**12,313**
	0	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	
KAUF DR TOTAL (+TSH, Charter)	*1,588*	*1,340*	*1,180*	*1,195*	*1,144*	*993*	*1,623*	*1,587*	*1,663*	*0*	*0*	*0*	***12,313***
	0	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	

CONTRACTED SERVICES	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	TOTALS
Charter	0	0	0	0	0	0	0	0	0				**0**
Terrell State Hospital	0	0	0	0	0	0	0	0	0				**0**
Terrell Senior Terraces	46	32	58	50	42	52	58	42	84				**464**
Medicaid	21	26	15	25	35	18	32	32	32	0	0	0	**236**
Nursing Home Contracts	0	0	0	0	0	0	0	0	0				**0**
	67	*58*	*73*	*75*	*77*	*70*	*90*	*74*	*116*	*0*	*0*	*0*	***700***

	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	TOTALS
Adjusted Trip Total	1,521	1,282	1,107	1,120	1,067	923	1,533	1,513	1,547	0	0	0	**11,613**
	*Trip Totals without Contracted Services												

ELDERLY AND DISABLED	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	TOTALS
> = 60	876	859	666	726	658	594	914	862	924				**7,079**
DIS <60	400	311	340	287	296	255	396	342	367				**2,994**
E & D	*1,276*	*1,170*	*1,006*	*1,013*	*954*	*849*	*1,310*	*1,204*	*1,291*	*0*	*0*	*0*	**10,073**
% of Trip Total	80%	87%	85%	85%	83%	85%	81%	76%	78%	#DIV/0!	#DIV/0!	#DIV/0!	

	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	TOTALS
GENERAL PUBLIC	67	58	73	75	77	70	90	74	116	0	0	0	**700**
% of Total	4%	4%	6%	6%	7%	7%	6%	5%	7%	#DIV/0!	#DIV/0!	#DIV/0!	

Subscription Trips	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	TOTALS
County Subscription Trips	1,007	836	816	820	851	727	1,158	1,100	1,174				**8,489**
Percent Subs of Total Trips	63%	62%	69%	69%	74%	73%	71%	69%	71%	#DIV/0!	#DIV/0!	#DIV/0!	

Can/NoShow	119	94	71	99	110	85	78	104	117				**877**
Advanced Cancel	545	424	636	695	723	684	400	505	500				**5,112**
	664	*518*	*707*	*794*	*833*	*769*	*478*	*609*	*617*	*0*	*0*	*0*	**5,989**

DENIALS	113	140	198	195	139	101	55	55	38				**1,034**

STAR TRANSIT

June 10, 2022

To: Kaufman County

From: Ashley Berryhill, Finance Director

Re: May 2022 STARNow – Kaufman County Ridership Report

FY2022 TRIP INFORMATION:

	S	O	N	D	J	F	M	A	M	J	J	A	TOTAL
Trips	1,364	1,390	1,405	1,378	1,262	1,132	1,549	1,350	1,590				**12,420**
Service Days	21	21	20	20	20	16	23	20	21				**182**
Avg. Daily Trips	65.0	66.2	70.3	68.9	63.1	70.8	67.3	67.5	75.5				**68.2**

KPIs

Completed Boardings
1590

Avg. Boardings Per Service Hr.
1.8

Boarding Cancellations
861

Boarding Cancellations (No-Show)
92

Cancellation Percentage
35.13 %

Cancellation Percentage (No Show)
3.75 %

Total Requests
2321

Completed Requests
1506

No Drivers Available Requests
10

Request Cancellations
805

Request Cancellations (No Show)
90

Avg. # of Requests per Rider
7.26

Avg. Travel Duration
12.49 min

Avg. Travel Distance
4.21 mi

Mean Wait Time
41.48 min

Median Wait Time
17.98 min

Bookings from Admin Panel
79.43 %

Bookings from Rider Mobile App
20.44 %

Bookings from Rider Web
0 %

Flag Down Bookings
0.13 %

Avg. # Riders per Request
1.06

CareFlite

CareFlite City of Kaufman Response Summary
May 2022

Response Summary:

	Responses	Transports	Exceptions	Compliance %	Transport %
Priority 1 <8:59	34	25	2	94%	**74%**
Priority 2 <11:59	69	35	2	97%	**51%**
Priority 3 <14:59	23	10	1	96%	**43%**
Emergency Transfers<0:29:59	95	94	51	46%	**99%**
Non-Emergency Transfers<0:15	45	44	10	78%	**98%**
Helicopter	10	10			
Totals	**276**	**218**		**96.00%**	**55.9%**

Transport Summary:

	Number	Percentage
Baylor Scott and White Dallas	7	3%
Baylor Scott and White Sunnyvale	8	4%
Baylor Scott and White Lakepointe Rowlett	1	0%
Baylor Scott and White Lakepointe Forney	0	0%
Childrens Medical Center	12	6%
Dallas Regional Medical Center	3	1%
Medical City Dallas	3	1%
Parkland	4	2%
Texas Health-Dallas	84	40%
Texas Health- Kaufman	44	21%
Texas Health -Plano	0	0%
Texas Health-Rockwall	0	0%
UT Health- Athens	0	0%
UT Health- Tyler	0	0%
UT Health- Cedar Creek	0	0%
VA Medical Center Dallas	0	0%
Other Hospitals	11	5%
Nursing home, residence, other	31	15%
	208	**100%**

	Number	% of Total
Patient Refusal/Treat No Transport	25	43%
Pt is DOS	0	0%
Cancellation- No Patient	33	57%
	58	100%

Average Response Time City Wide--Emergency Calls	0;05:54

Last 100 Calls	Responses	Exceptions	
Priority 1	100	10	90%
Priority 2	100	2	98%
Priority 3	100	2	98%

KAUFMAN FIRE DEPARTMENT

MONTHLY DASHBOARD REPORT

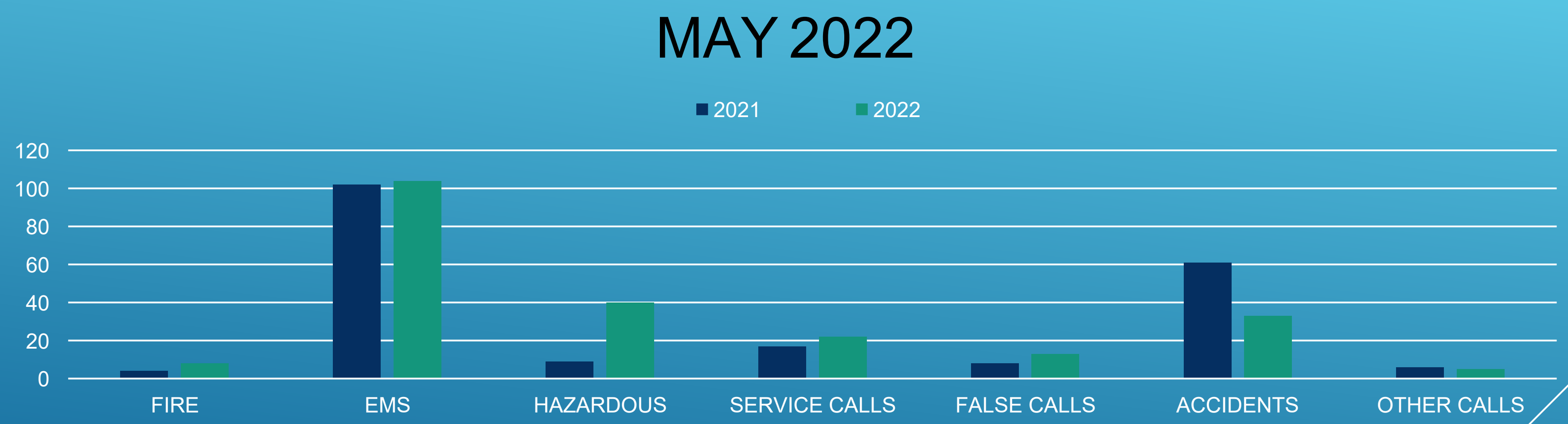
MAY 2022

City of Kaufman

KAUFMAN FIRE DEPARTMENT
MONTHLY DASHBOARD REPORT
MAY 2022

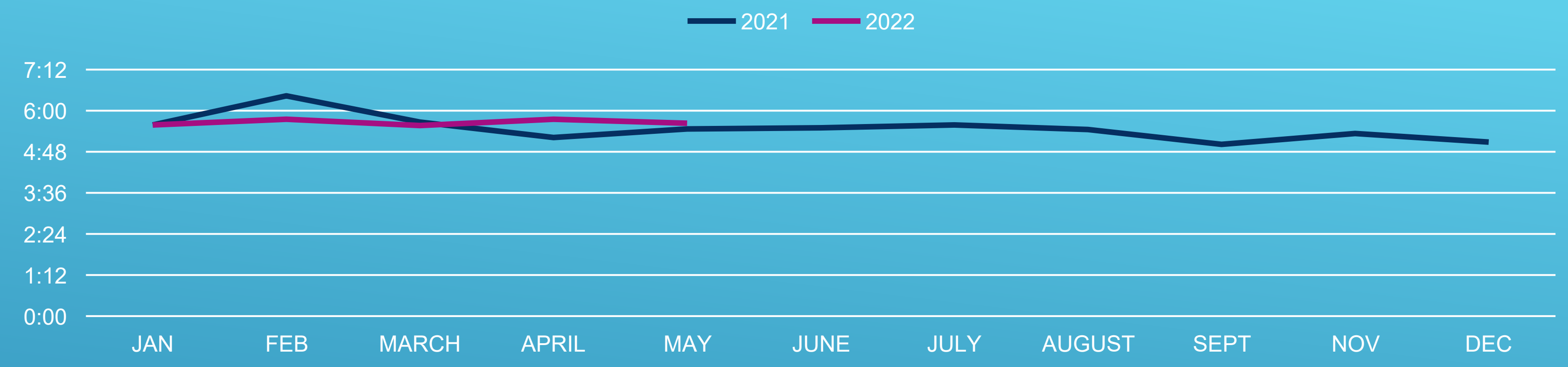
FIRE ACTIVITY- MAY 2022

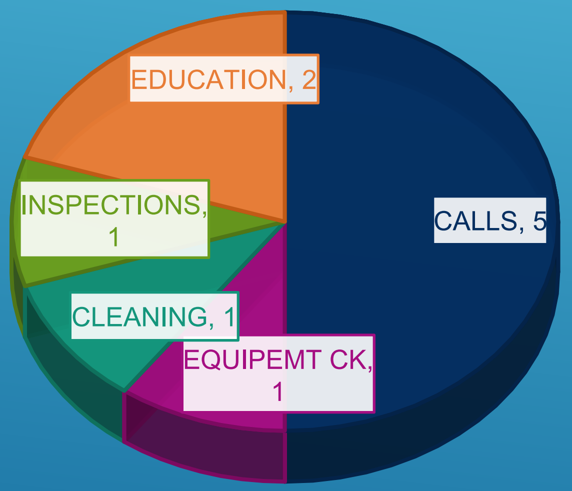
	2021 MAY	2022 MAY	MONTHLY INCREASE	FISCAL YTD OCT.20 TO MAY 21	FISCAL YTD OCT.21 TO MAY 22	FISCAL YTD INCREASE
FIRE CALLS	4	8	100%	59	113	92%
RESCUE & EMERGENCY MEDICAL SERVICES	102	104	2%	816	784	-4%
HAZARDOUS CONDITIONS	9	40	344%	136	148	8%
SERVICE / GOOD INTENT CALLS	17	22	29%	106	129	18%
FALSE ALARMS	8	13	63%	51	73	30%
ACCIDENTS	61	33	-46%	362	323	-12%
OTHER INCIDENTS	6	5	-17%	63	60	-5%
TOTAL CALLS	**207**	**225**	**9%**	**1593**	**1630**	**2%**



KAUFMAN FIRE DEPARTMENT
MONTHLY DASHBOARD REPORT
MAY 2022

MONTHLY RESPONSE TIMES

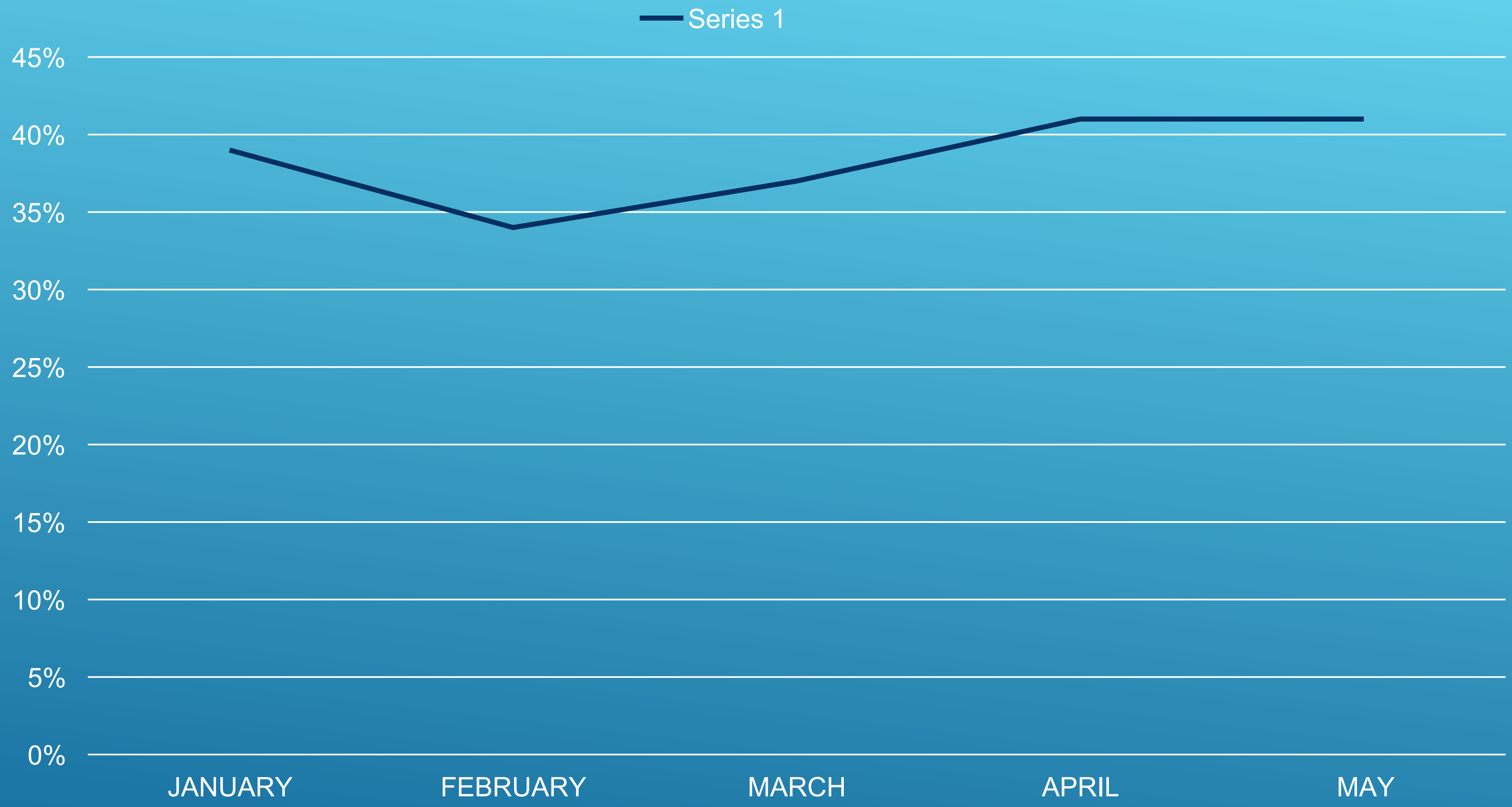




SHIFT HOURLY UTILIZATION 41 %

NFPA NATIONAL STANDARDS 25% TO 30% MAXIMUM

MONTHLY HOURLY UTILIZATION



KAUFMAN FIRE DEPARTMENT
MONTHLY DASHBOARD REPORT
MAY 2022

KAUFMAN FIRE DEPARTMENT
MONTHLY DASHBOARD REPORT
MAY 2022

APRIL PREVENTION REVIEW

5 DEVELOPMENT PLANS REVIEWED

CONDUCTED 20 FIRE SAFETY INSPECTIONS

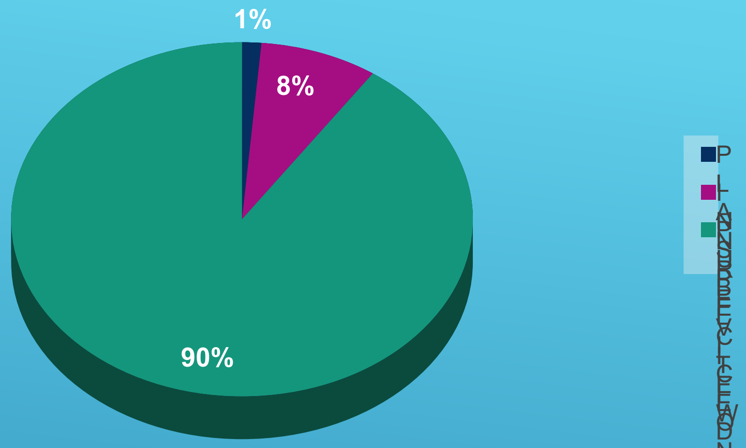
CONDUCTED 1 FIRE ALARM ACCEPTANCE TEST

PERFORMED 3 CONSTRUCTION SITE FIRE SPRINKLER HYDRO TESTS

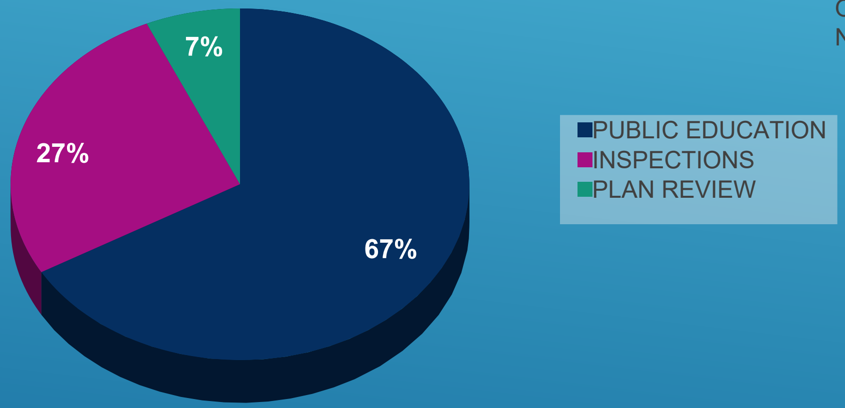
PASSED OUT FIRE PREVENTION MATERIALS TO 50 CITIZENS

2 FIRE HYDRANTS CHECKED AND PAINTED

YEARLY 2021



MAY 2022



PERSONNEL CONTINUNING EDUCATION

FIRE

REVIEW OF ACTIVE SHOOTER AND MASS CASUALITY INCIDENTS

2 PERSONNEL COMPLETED TCFP (STATE) CERTIFICATION FOR FIRE INSTRUCTOR II (HATCHER/JONES)

EMS

ENVIROMENITAL EMERGENCIES

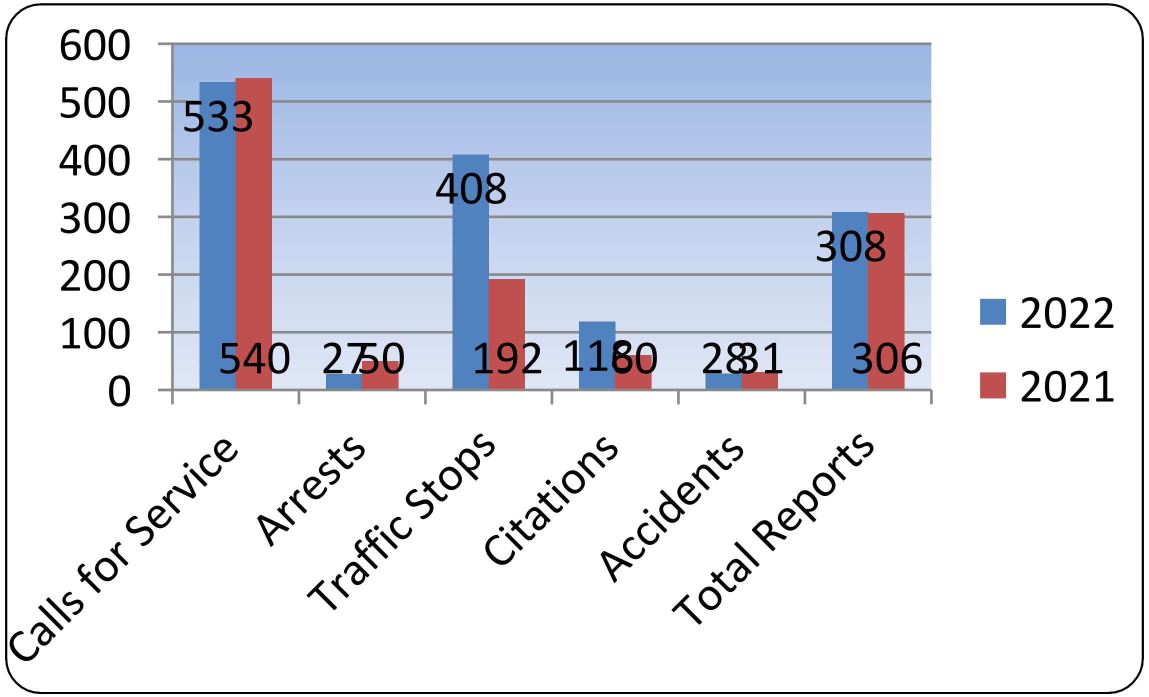
KAUFMAN POLICE DEPARTMENT
PATROL ACTIVITYMAY 2022

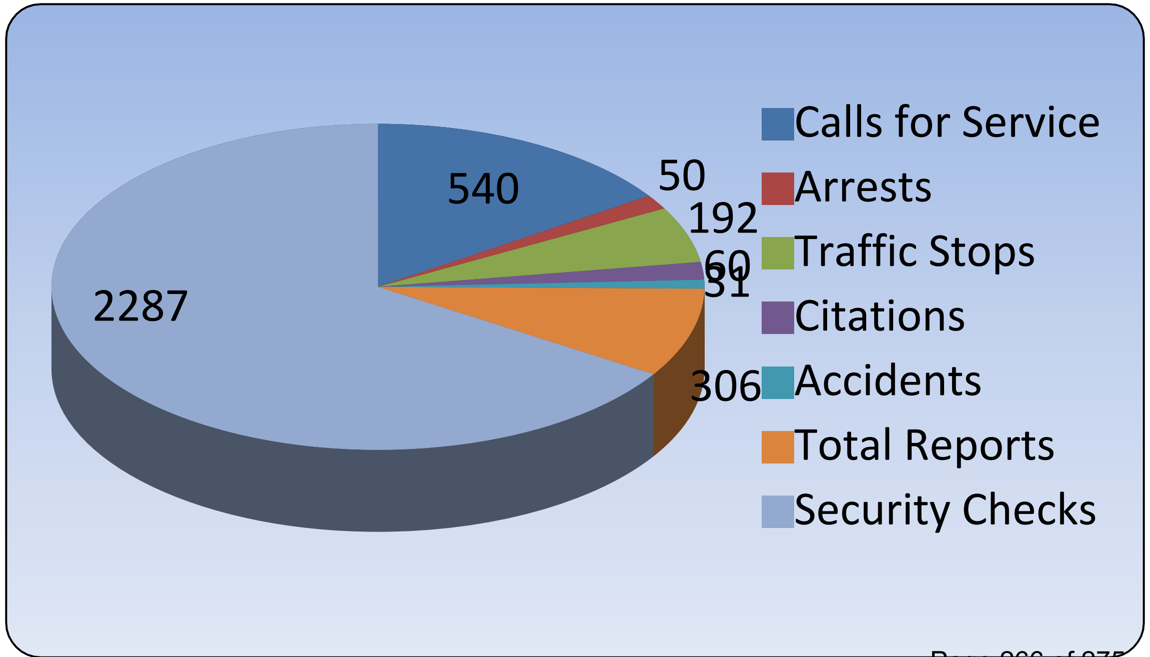
May 2022, Kaufman Police Department's Patrol Division Activity:

- **533** Calls For Service, Including Accidents
- **28** Traffic Accidents
- Completed **1952** Homes, Parks, & Business Checks
- Completed **408** Traffic Stops
- Completed **264** Incident Reports
- Completed **308** Reports
- Made **27**Arrests
- Average monthly response time to calls is **4:12** minutes.

Other points of interest include:

- Utilized the radar trailer on Northbound 34 Bypass.





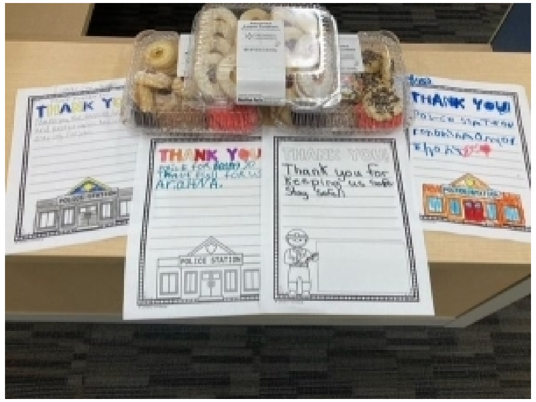
KAUFMAN POLICE DEPARTMENT
SUMMARY MAY 2022

Community Engagement May 2022

Social Media Posts, Facebook Followers 11,882.

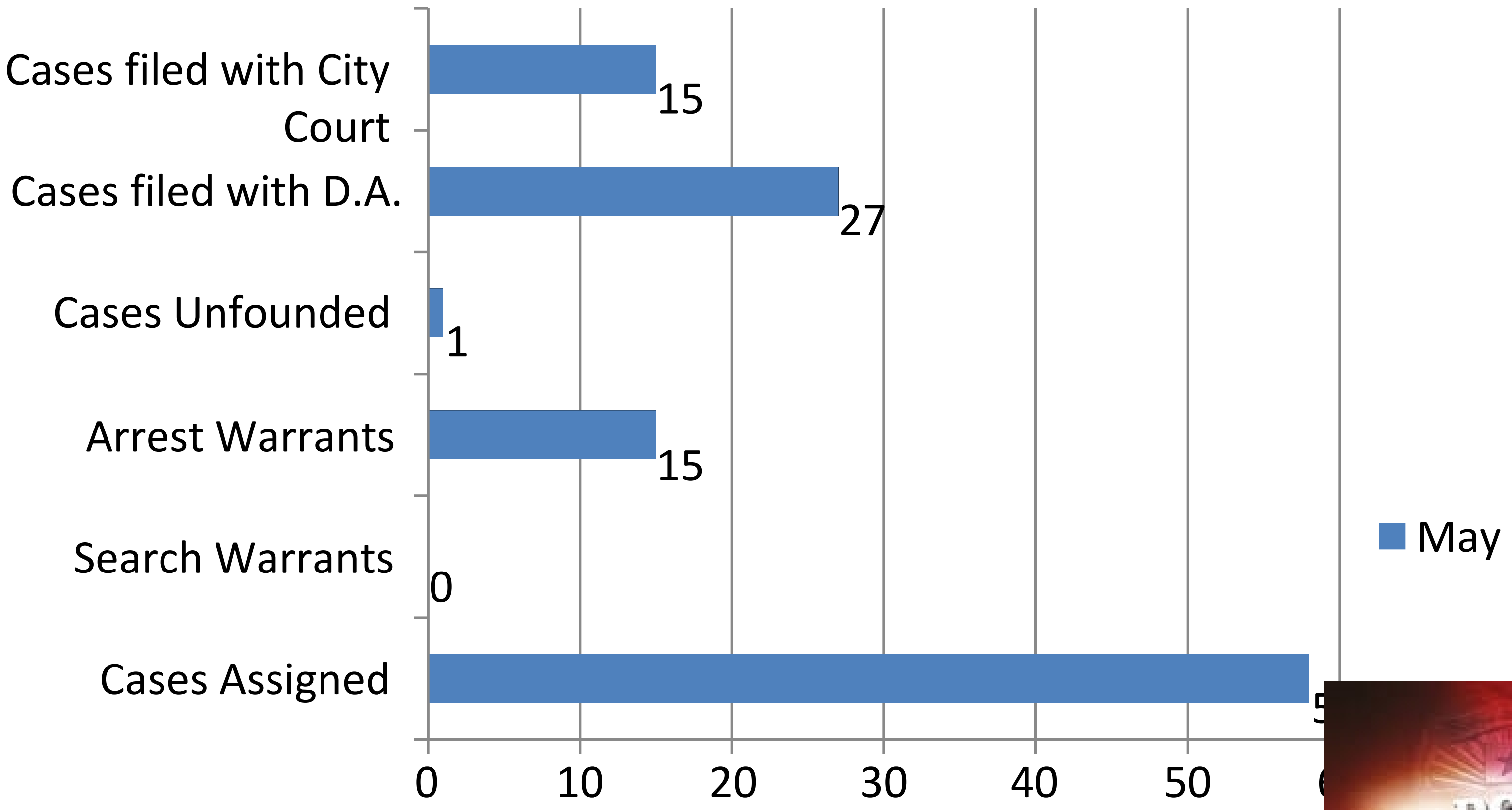
Events attended by Kaufman Police Department employees:

•Sgt J. Law and S. Ellis were part of the Kaufman Chamber of Commerce Golf Tournament.
•S. Ellis attended the Kaufman County Leadership Training.
•Chief Edwards attended the Kaufman ISD School Board Meeting to assist in presenting KISD Officer Wall an Award for his assistance in a pursuit.
•Sgt J. Stastny and Chief Edwards attended the 2 day Texas Crime Stoppers Training Course in Terrell, TX.
•Drew Gurley with Kaufman Health Care Team stopped by to bring lunch.
•Sgt C. Leftwich taught a Civilian Response to Active Shooter Events (CRASE) training course at The Terrell Dentist
•Chief Edwards met with some young people and the ladies of the Still Waters of Kaufman, who provided us with cookies and some art work done by the children.
• Elizabeth Barnett and Drew Gurley with Kaufman Healthcare stopped by with lunch again.
•The Kaufman Wal-Mart presented the Police Department with a certificate and a bunch of food, drinks and goodies.
•Brandon and Casey Lawrence with Snap Fitness of Kaufman brought the Police Department some drinks and beef jerky.
• The week of May 11-17 this year, according to the National Law Enforcement Officers Memorial Fund. Established by a joint resolution of Congress in 1962.
•May 6th Chief Edwards became a member of the Kaufman Lions Organization.



KAUFMAN CRIMINAL INVESTIGATIONS ACTIVITY MAY 2022

Kaufman Criminal Investigations Division
May 2022



	Cases Assigned	Search Warrants	Arrest Warrants	Cases Unfounded	Cases filed with D.A.	Cases filed with City Court
May	58	0	15	1	27	15

KAUFMAN POLICE DEPARTMENT
MAY 2022

Year to Date - Offenses Known to Police for May 2022

Printed On: 6/13/2022

Agency: TX1290200 - KAUFMAN PD

Classification of Offenses	Offenses Reported	Offenses Cleared	Projected Rate/1000	Last YTD Reported	Percent Change
Animal Cruelty, Total					-
Arson, Total				1	-100.00%
Assault Offenses, Total	15	8	1.70	20	-25.00%
Firearm	1		0.11		-
Knife	3	2	0.34		-
Other Weapons	5	4	0.57		-
Personal Weapons	6	2	0.68	20	-70.00%
Bribery, Total					-
Burglary/Breaking and Entering, Total	1		0.11	6	-83.33%
No Force				3	-100.00%
Force	1		0.11	3	-66.67%
Counterfeiting/Forgery, Total	1		0.11	2	-50.00%
Destruction/Damage/Vandalism of Property, Total	5		0.57	11	-54.55%
Drug/Narcotic Offenses, Total	85	80	9.65	89	-4.49%
Drug Equipment Violations	29	29	3.29	18	61.11%
Drug/Narcotic Violations	56	51	6.36	71	-21.13%
Embezzlement, Total	1		0.11		-
Extortion/Blackmail, Total					-
Fraud Offenses, Total	2	1	0.23	9	-77.78%
False Pretense/Swindle/Confidence Game					-
Hacking/Computer Invasion					-
Identity Theft					-
Impersonation	2	1	0.23	7	-71.43%
Credit Card/Automatic Teller Machine Fraud				2	-100.00%
Welfare Fraud					-
Wire Fraud					-
Gambling Offenses, Total					-
Betting/Wagering					-
Gambling Equipment Violations					-
Operating/Promoting/Assisting Gambling					-
Homicide Offenses, Total					-
Murder and Nonnegligent Manslaughter					-
Negligent Manslaughter					-
Human Trafficking, Total					-
Human Trafficking, Commercial Sex Acts					-
Human Trafficking, Involuntary Servitude					-
Kidnapping/Abduction, Total	1		0.11		-

KAUFMAN POLICE DEPARTMENT
MAY 2022

Year to Date - Offenses Known to Police for May 2022

Printed On: 6/13/2022

Agency: TX1290200 - KAUFMAN PD

Classification of Offenses	Offenses Reported	Offenses Cleared	Projected Rate/1000	Last YTD Reported	Percent Change
Larceny/Theft Offenses, Total	23	4	2.61	55	-58.18%
Motor Vehicle Theft, Total	1		0.11	7	-85.71%
Buses					-
Automobiles				4	-100.00%
Other Motor Vehicles				1	-100.00%
Trucks	1		0.11	1	0.00%
Recreational Vehicles				1	-100.00%
Pornography/Obscene Material, Total	5		0.57		-
Prostitution Offenses, Total					-
Assisting or Promoting Prostitution					-
Prostitution					-
Purchasing Prostitution					-
Robbery, Total	1		0.11		-
Firearm					-
Personal Weapons	1		0.11		-
Other Weapons					-
Knife					-
Sex Offenses, Total	2		0.23	2	0.00%
Fondling	1		0.11	2	-50.00%
Rape	1		0.11		-
Sexual Assault with an Object					-
Sodomy					-
Sex Offenses, Non-Forcible, Total					-
Incest					-
Statutory Rape					-
Stolen Property Offenses, Total	1		0.11	2	-50.00%
Weapons Law Violations, Total	1	1	0.11	6	-83.33%
Group A Offense, Total	145	94	16.47	210	-30.95%
Crimes Against Person, Total	18	8	2.04	22	-18.18%
Crimes Against Property, Total	36	5	4.09	93	-61.29%
Crimes Against Society, Total	91	81	10.34	95	-4.21%
Officers Killed or Assaulted YTD	2			0	-

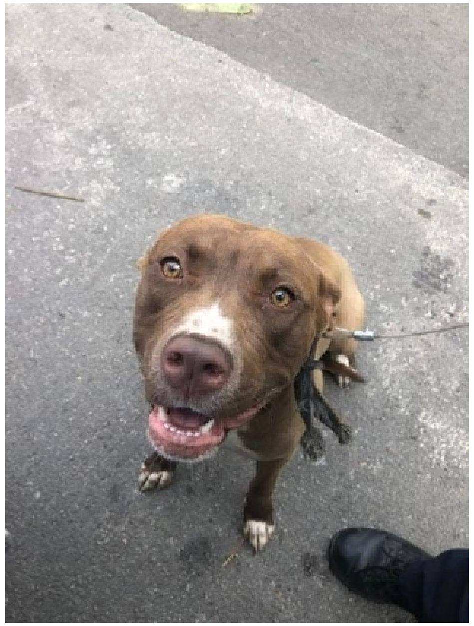
KAUFMAN POLICE DEPARTMENT
ANIMAL CONTROL REPORT MAY 2022

May 2022, Kaufman Animal Control Responded To-

- 71 Calls For Service
- 2 Follow-up Calls
- Warnings Issued – 16
- Citations Issued – 0
- Traps Set - 3

Animals Captured	Animals Turned Over
On Calls – 27	To Owner – 3
On View – 0	To Humane Society – 28

Dead Animals Recovered: - 5
Non-Domestic Animals Captured – 0



Development Services
May Monthly Report
Permits Issued: 05/01/2022-05/31/2022

Permit Title	Project Address	Credential Contacts	Permit Issued Date	Valuation	Project SQ. FT.	Total Fees Collected
2022 Food and Mobile Unit (2022-14)	100 Kings Fort Pkwy., 107	Michael Gonzales (Business Manager)	04/06/2022 at 11:03 AM	$0.00		$401.70
2022 Food Permits	2204 S Washington St.	Ricardo Araujo (Business Manager)	04/01/2022 at 11:09 AM	$0.00		$275.00
2022 Food Permits	108 E Grove St.	Fred Klingelberger (Business Manager)	04/13/2022 at 3:02 PM	$0.00		$370.80
Alcohol Beverage Permit	300 Kings Fort Pkwy.	Matt Walsh (Business Manager)	04/12/2022 at 8:44 AM	$0.00		$75.00
Commercial Minor Addition, Remodel or Repair	9 OAK CREEK Dr., Suite C	Roy Weatheread (General Contractor)	04/06/2022 at 12:08 PM	$25,000.00	2,200.00	$890.00
Commercial New Building Permit	750 E Highway 175	Andrew Buchinger (General Contractor),	04/20/2022 at 9:02 AM	$2,750,000.00	3,995.00	$17,796.64
Demolition (R)	406 N Madison St.	Melany Vargas (General Contractor)	04/18/2022 at 2:39 PM	$7,000.00		$82.40
Driveway, Parking Lot or Sidewalk Permit	401 E Oak St.	Jesus Guerrero (Home Owner)	04/01/2022 at 1:13 PM	$3,000.00		$80.00
Driveway, Parking Lot or Sidewalk Permit	1705 S Clay St.	Jairo Manzano (Home Owner)	04/05/2022 at 3:51 PM	$200.00		$82.40
Electric Permit	1602 Lantz Rd.	Paul Joyce (Electrical Contractor)	04/08/2022 at 8:23 AM	$2,500.00		$82.40
Electric Permit	3205 S Houston St.	Gerald Templeman (Electrical Contractor)	04/21/2022 at 9:22 AM	$94,055.00		$82.40
Fence Permit	502 E Grove St.	William Pattat (General Contractor)	04/29/2022 at 3:07 PM	$3,500.00		$80.00
Fence Permit	707 S Houston St.	Justin Chapman (Fence Contractor)	04/08/2022 at 9:16 AM	$20,000.00		$82.40
Foundation Repair	500 S Houston St.	Sarah Watson (General Contractor)	04/11/2022 at 3:15 PM	$12,750.00		$82.40
Irrigation Permit	1902 E Hwy 175	Maria Hankey (Irrigation Contractor)	04/18/2022 at 8:00 AM	$49,153.00		$82.40
Mechanical Permit	2235 S Washington St.	Keith Payne (Mechanical Contractor)	04/12/2022 at 8:02 AM	$16,350.00		$82.40
Plumbing Permit	203 E 11Th St.	Joe Lawson (Plumbing Contractor)	04/05/2022 at 1:07 PM	$4,998.00		$82.40
Plumbing Permit	605 N Jackson St.	Nathanael Holmes (Plumbing Contractor)	04/07/2022 at 3:12 PM	$1,500.00		$555.00
Plumbing Permit	108 E Grove St.	Zebedee Higginbotham (Plumbing Contractor)	04/07/2022 at 1:36 PM	$2,500.00		$82.40
Plumbing Permit	2015 Elizabeth St.	Eduardo Moreno (Plumbing Contractor)	04/19/2022 at 8:03 AM	$1,000.00		$80.00
Plumbing Permit	3222 E Hwy 175	Zebedee Higginbotham (Plumbing Contractor)	04/28/2022 at 2:52 PM	$7,500.00		$82.40
Plumbing Permit	208 E Seago St.	Lawrence Snell (Plumbing Contractor)	04/29/2022 at 11:50 AM	$1,000.00		$82.40
Plumbing Permit	207 S Houston St.	David Hassell (Plumbing Contractor)	04/29/2022 at 8:37 AM	$1,200.00		$82.40
Plumbing Permit Water Heater Install	1540 Nottingham Dr.	David Kirk (Plumbing Contractor)	04/20/2022 at 12:10 PM	$1,634.00		$82.40
Residential Accessory/Carport Permit	1316 Crestview Dr.	Wilson Alfred (Home Owner)	04/28/2022 at 9:36 AM	$2,839.00	64.00	$80.00
Residential Addition, Remodel or Repair	206 Callan	Harley Magden (General Contractor)	04/04/2022 at 2:02 PM	$14,574.00		$82.40
Residential Addition, Remodel or Repair	1708 Rand Rd.	Harley Magden (General Contractor)	04/04/2022 at 2:01 PM	$8,049.00		$82.40
Residential Addition, Remodel or Repair	203 E 11Th St.	Ryan Flannery (General Contractor)	04/14/2022 at 7:52 AM	$140,000.00		$984.68
Residential Addition, Remodel or Repair	506 W Grove St.	Kevin Kadereit (General Contractor)	04/19/2022 at 3:16 PM	$40,000.00		$643.75
Residential New Permit	3826 Myrtle Way	Ruben Reyna (General Contractor),	04/21/2022 at 8:06 AM	$395,000.00	2,454.00	$4,961.25
Residential New Permit	3828 Myrtle Way	Ruben Reyna (General Contractor)	04/21/2022 at 8:11 AM	$356,000.00	2,042.00	$4,837.65
Residential New Permit	3923 Holly Springs Ln.	Ruben Reyna (General Contractor)	04/21/2022 at 8:26 AM	$353,000.00	1,840.00	$4,777.05
Residential New Permit	3909 Holly Springs Ln.	Ruben Reyna (General Contractor)	04/21/2022 at 8:15 AM	$425,000.00	2,459.00	$4,962.75
Residential New Permit	3827 Myrtle Way	Ruben Reyna (General Contractor)	04/21/2022 at 8:19 AM	$337,000.00	1,672.00	$4,726.65
Residential New Permit	3918 Holly Springs Ln.	Ruben Reyna (General Contractor)	04/21/2022 at 8:22 AM	$441,000.00	2,820.00	$5,071.05
Sign Permit	207 E Fair St.	Joseph Reese (General Contractor)	04/07/2022 at 3:29 PM	$2,200.00		$180.00
Sign Permit	209 Kings Fort Pkwy.	David Parra (General Contractor)	04/05/2022 at 8:09 AM	$3,000.00		$267.80
Sign Permit	209 Kings Fort Pkwy.	David Parra (General Contractor)	04/05/2022 at 8:26 AM	$5,000.00		$267.80
Sign Permit	209 Kings Fort Pkwy.	David Parra (General Contractor)	04/14/2022 at 7:51 AM	$5,000.00		$267.80
Sign Permit	315 E Fair St.	Kristy Smith (Electrical Signs)	04/05/2022 at 8:29 AM	$1,800.00		$148.32
Sign Permit	315 E Fair St.	Kristy Smith (Electrical Signs)	04/05/2022 at 8:50 AM	$5,000.00		$267.80
Sign Permit	315 E Fair St.	Kristy Smith (Electrical Signs)	04/05/2022 at 8:52 AM	$2,000.00		$148.32
Sign Permit	108 E Grove St.	Fred Klingelberger (Business Manager)	04/13/2022 at 3:19 PM	$250.00		$148.32
Solar Panel Permit	1602 Lantz Rd.	Paul Joyce (Electrical Contractor)	04/25/2022 at 12:50 PM	$27,024.67		$545.90
Solar Panel Permit	1409 Ridgebriar Dr.	Peter Koski (Electrical Contractor)	04/25/2022 at 12:13 PM	$16,394.40		$545.90
Solar Panel Permit	2003 Melody Cir.	Peter Koski (Electrical Contractor)	04/25/2022 at 11:46 AM	$13,965.60		$545.90
Solar Panel Permit	4053 Three Forks Rd.	Peter Koski (Electrical Contractor)	04/25/2022 at 12:17 PM	$19,430.00		$545.90
			Total	**$19,430.00**	**19,546.00**	**$56,847.13**

JUNE 2022

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4
5	6	7 Planning & Zoning Meeting	8	9	10	11
12	13	14 KEDC	15	16 Parks & Rec Meeting	17	18
19	20	21	22	23	24	25
26	27 Regular City Council Meeting	28 KKBB	29	30		

JULY 2022

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2 Red White & BOOM Event
3	4	5 **Planning & Zoning Meeting**	6	7	8	9
10	11	12 **KEDC**	13	14 **Joint Council, KEDC, KISD Meeting**	15	16
17	18	19	20	21 **Parks & Rec Meeting**	22	23
24/31	25 **Regular City Council Meeting**	26 **KKBB**	27	28	29	30

AUGUST 2022

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2 Planning & Zoning Meeting	3	4	5	6
7	8 Council Budget Workshop @ 12 pm	9 KEDC	10	11	12	13
14	15 Second Budget Workshop (if needed)	16 KKBB	17	18 Parks & Rec Meeting	19	20
21	22 Regular City Council Meeting	23	24	25	26	27
28	29	30	31			