



**AGENDA FOR:
TAX INCREMENT REINVESTMENT ZONE #2 (TIRZ #2),
AND REGULAR CITY COUNCIL MEETING
MONDAY, DECEMBER 19, 2022 - 5:30 PM
CITY HALL COUNCIL CHAMBERS
209 S. WASHINGTON STREET
KAUFMAN, TEXAS 75142
AND VIA VIDEOCONFERENCE/TELECONFERENCE**

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

PLEDGE OF ALLEGIANCE

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

RECOGNITION

1. Recognition of Judge Hal Richards

RECESS CITY COUNCIL MEETING

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

TIRZ #2 ITEMS

2. Consider and take appropriate action on the Amended Project and Financing Plan for Tax Increment Reinvestment Zone No. 2, City of Kaufman, Texas, established pursuant to Chapter 311 of the Texas Tax Code.

TIRZ #2 ADJOURNMENT

RECONVENE CITY COUNCIL MEETING

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

When addressing the Council, please step forward to the speaker's podium, state your name and address, and direct your comments to the Mayor and City Council.

PRESENTATION

3. Business of the Month- 3D Mechanical

CONSENT AGENDA

4. Consider and take appropriate action on the minutes from the November 21, 2022, Joint Meeting with TIRZ #1 and Regular City Council Meeting.
5. Consider and take appropriate action on designating the Kaufman Herald as the Official Newspaper for the City of Kaufman (2023).
6. Consider and take appropriate action on Ordinance O-42-22, an ordinance of the City Council of the City of Kaufman, Texas, repealing and replacing Article 4.05 "Flood Damage Prevention" of Chapter 4 "Building Regulations" of the City's Code of Ordinances to enact new flood plain regulations designed to reduce the amount of potential flood losses pursuant to regulations promulgated by FEMA; providing for the incorporation of premises; providing a severability clause; providing for a penalty; and providing for an effective date.
7. Consider and take appropriate action on a Non-Exclusive Use Agreement between the City of Kaufman and the Kaufman Lions Club Summer Baseball Association for use of the baseball fields at the Kaufman Sports Complex; and authorizing the mayor or his designee to execute necessary documents.
8. Consider and take appropriate action on a Non-Exclusive Use Agreement between the City of Kaufman and the Kaufman Soccer Association for use of the soccer fields at the Kaufman Sports Complex; and authorizing the mayor or his designee to execute necessary documents.
9. Consider and take appropriate action on the rejection of all bids for janitorial services at the Kaufman Civic Center.

END OF CONSENT AGENDA

PUBLIC HEARING

10. Conduct a public hearing, consider, and take appropriate action on Ordinance No. O-40-22, an ordinance of the City Council of the City of Kaufman, amending the City of Kaufman Comprehensive Zoning Ordinance O-02-07, as amended, and Chapter 118, "Zoning" of the City of Kaufman's Code of Ordinances, and the official Zoning Map to **rezone** approximately **2.007 acres** out of the D. Falcon Survey, Abstract No. 151, City of Kaufman, from Agricultural/Open District (A/O) to Townhome Residential District (TH), said property being **located on the west side of Tabor Parkway at Dillard Lane** (Property ID 78884). (Case No. Z-09-22)
 - a. Presentation.

- b. Public Hearing.
- c. Consider and take appropriate action on Ordinance O-40-22.

DISCUSSION/ACTION ITEMS

- 11. Consider and take appropriate action on Ordinance O-41-22, an ordinance of the City Council of the City of Kaufman, Texas, approving an Amended and Restated Project and Financing Plan for the Expanded Boundaries of Tax Increment Reinvestment Zone Number Two, City of Kaufman, Texas, pursuant to Chapter 311 of the Texas Tax Code, identifying project costs; and providing an effective date.
- 12. Consider and take appropriate action on the **Development Plat of Kings Fort Addition, Block A, Lots 6 & 7** to create 1 multi-family residential lot and 1 commercial lot (for the purposes of conveyance) on 11.56 acres out of the D. Falcon Survey, Abstract No. 151, City of Kaufman, said property being located on the south side of Kings Fort Parkway and the west side of SH 34 (Property ID 5404 & 202474). (Case No. DP-02-22)
- 13. Consider and take appropriate action on the **Final Plat of La Vega Ranch**, being a tract of land containing 92.72 acres out of the T. Lowrie Survey, Abstract No. 285, City of Kaufman ETJ, Kaufman County, TX, said property being located at 2075 CR 4104, Crandall, TX (Property ID 208804, 213296, 198586, 213262, 209865, 209789, 209823, 213286, 213299, and 208803). The final plat is for 10 residential lots and 1 private road lot. (Case No. FP-13-22)
- 14. Consider and take appropriate action on the **Site Plan for 3020 E. Highway 175**, situated on 1.00 acre out of the D. Falcon Survey, Abstract No. 151, City of Kaufman, said property being located at 3020 E. U.S. Highway 175 (Property ID 5521). The property is zoned HC Highway Commercial District. (Case No. SP-03-22)
- 15. Consider and take appropriate action on an agreement between the City of Kaufman and Pacheco Koch Consulting Engineers, LLC for the Recreational Trail Grant Application Project; and authorize the Mayor or his designee to execute necessary documents.
- 16. Consider and take appropriate action on a Chapter 380 Economic Development Grant Agreement between the City of Kaufman and Tony Collins Art, Inc.; and authorize the Mayor or his designee to execute necessary documents.

ANNOUNCEMENTS AND REPORTS FROM CITY MANAGER

- 17. Receive an update and discussion regarding the following:
 - a. Moody's Credit Upgrade
 - b. Republic Services- Brush Management Update
 - c. Filing period for Application for a Place on the Ballot for the City's General Election is Wednesday, January 18, 2023, through Friday, February 17, 2023.

- d. Discussion Items Report (DIR)
- e. STAR Transit Ridership Report- November 2022
- f. CareFlite Compliance Report- November 2022
- g. Fire Department Monthly Report- November 2022
- h. Police Department Monthly Report- November 2022
- i. Development Services Monthly Report- November 2022
- j. Monthly Calendars Attached

EXECUTIVE SESSION

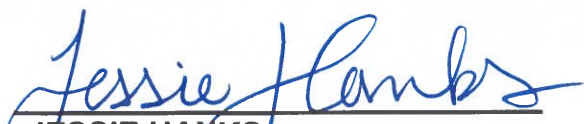
18. The City Council will recess into Executive Session pursuant to Texas Government Code for an executive session regarding the following:
- a. Sec. 551.072. DELIBERATION REGARDING REAL PROPERTY; CLOSED MEETING. To deliberate the purchase, exchange, lease, or value of real property regarding: 202 S. Washington St.
 - b. Sec. 551.074: PERSONNEL MATTERS, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: City Manager.

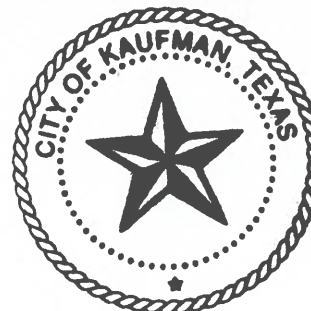
RECONVENE INTO OPEN SESSION In accordance with Texas Government Code, Chapter 551, the City Council will reconvene into Regular Session.

19. Consider and take appropriate action, if any, on matters discussed in Executive Session.
20. Consider and take appropriate action regarding the Kaufman City Manager position.

ADJOURNMENT

I, JESSIE HANKS, CITY SECRETARY, DO HEREBY CERTIFY THAT THIS NOTICE OF MEETING WAS POSTED ON THE WINDOW AT KAUFMAN MUNICIPAL COMPLEX, 209 S. WASHINGTON, KAUFMAN, TEXAS, A PLACE CONVENIENT AND READILY ACCESSIBLE TO THE GENERAL PUBLIC AT ALL TIMES AND SAID NOTICE WAS POSTED AT THE KAUFMAN MUNICIPAL COMPLEX, 209 S. WASHINGTON, KAUFMAN, TEXAS AT 4:30 P.M. ON FRIDAY, DECEMBER 16, 2022, AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULE TIME OF SAID MEETING.


JESSIE HANKS
CITY SECRETARY



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

****PURSUANT TO SECTION 551.127, TEXAS GOVERNMENT CODE, ONE OR MORE COUNCILMEMBERS OR EMPLOYEES MAY ATTEND THIS MEETING REMOTELY USING VIDEOCONFERENCING TECHNOLOGY. THE VIDEO AND AUDIO FEED OF THE VIDEOCONFERENCING EQUIPMENT CAN BE VIEWED AND HEARD BY THE PUBLIC BY ACCESSING WWW.ZOOM.US/JOIN OR (888)788-0099 (TOLL FREE) MEETING/WEBINAR ID: 883 6927 8412 PASSWORD: 562304**

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



Meeting
Date: 12/19/2022

Date: 12/05/2022

Item #: 2.

Dept.: Administration

Action Item

SUBJECT:

Consider and take appropriate action on the Amended Project and Financing Plan for Tax Increment Reinvestment Zone No. 2, City of Kaufman, Texas, established pursuant to Chapter 311 of the Texas Tax Code.

BACKGROUND:

Kaufman County rejected the amended ILA to include their participation in the expanded TIRZ 2A zone. As a consequence, TVCC rejected as well (they actually approved their participation providing the County participated). Total possible TIRZ 2 & 2A is no \$50M (versus \$63M if all jurisdictions participated.)

Author:
Mike Slye, City Manager

Reviewed:
Mike Slye, City Manager

Cost:

Funds Available:

Source:

Recommendation: Staff recommends approval of the Amended Project and Financing Plan for Tax Increment Reinvestment Zone No. 2, City of Kaufman, Texas, established pursuant to Chapter 311 of the Texas Tax Code.

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

ORDINANCE NO. O-41-22

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KAUFMAN, TEXAS, APPROVING AN AMENDED PROJECT AND FINANCING PLAN FOR THE EXPANDED BOUNDARIES OF TAX INCREMENT REINVESTMENT ZONE NUMBER TWO, CITY OF KAUFMAN, TEXAS, ESTABLISHED PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE

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

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

WHEREAS, the City Council desired to promote the development of a certain noncontiguous geographic area in the City (the "Zone"), through the expansion of a reinvestment zone as authorized by and in accordance with the Tax Increment Financing Act, codified at Chapter 311 of the Texas Tax Code; and

WHEREAS, on September 14, 2020, the City Council of the City of Kaufman, Texas, pursuant to Chapter 311 of the Texas Tax Code, approved Ordinance No. O-28-20 designating a contiguous geographic area (the "Original Boundaries") within the City as a Reinvestment Zone Number Two, City of Kaufman, Texas (the "Zone"); and

WHEREAS, on September 28, 2020, the Board of Directors for the Zone ("TIRZ Board") reviewed and recommended adoption of a Project and Financing Plan for the Zone, which was subsequently approved by the City Council on September 28, 2020, pursuant to Ordinance No. O-30-20; and

WHEREAS, on September 26, 2022, the City Council of the City of Kaufman, Texas, pursuant to Chapter 311 of the Texas Tax Code, approved Ordinance No. **O-31-22** expanding the boundaries of the Zone ("Expanded Boundaries"); and

WHEREAS, the City Council of the City of Kaufman, Texas, pursuant to Chapter 311 of the Texas Tax Code, now desires to amend the Project and Financing

Plan to and increase the project costs within the expanded boundaries for Reinvestment Zone Number Two, City of Kaufman, Texas; and

WHEREAS, as authorized by Section 311.011(e), and 311.008, of the Act, on December 19, 2022, the Board recommended that the Plan, as amended in Exhibit “A”, be approved by the City Council:

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

SECTION 1. RECITALS INCORPORATED.

The facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct.

SECTION 2. FINDINGS.

That the City Council hereby makes the following findings of fact:

- i. That the Plan, as amended, includes all information required by Sections 311.011(b) and (c) of the Act.
- ii. That the Plan, as amended, is feasible and the amended project plan conforms to the City’s master plan.
- iii. That consistent with Section 311.011(e) of the Act, notice of the public hearing on the amended Zone was published in a newspaper having general circulation in the City on September 15, 2022, which date was before the seventh (7th) day before a public hearing held on September 26, 2022 prior to the adoption of Ordinance O-31-22 because the Plan, as amended, does (i) reduce or increase the geographic area of the Zone; (ii) increase or decrease the tax increment to be contributed by a taxing unit; (iii) increase the total estimated project costs; or (iv) designate additional property in the Zone to be acquired by the City.

SECTION 3. APPROVAL OF AMENDED PLAN.

That based on the findings set forth in Section 2 of this Ordinance, the Plan, as amended in Exhibit “A” is hereby approved.

SECTION 4. SEVERABILITY CLAUSE.

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

passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 5. OPEN MEETINGS.

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

SECTION 6. EFFECTIVE DATE.

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

PASSED AND APPROVED ON this 19th day of December 2022.

Jeff Jordan, Mayor

ATTEST:

Jessie Hanks, City Secretary

APPROVED AS TO FORM:

Patricia Adams, City Attorney

EXHIBIT A
Amended Project and Financing Plan

Tax Increment Reinvestment Zone #2

City of Kaufman, Texas

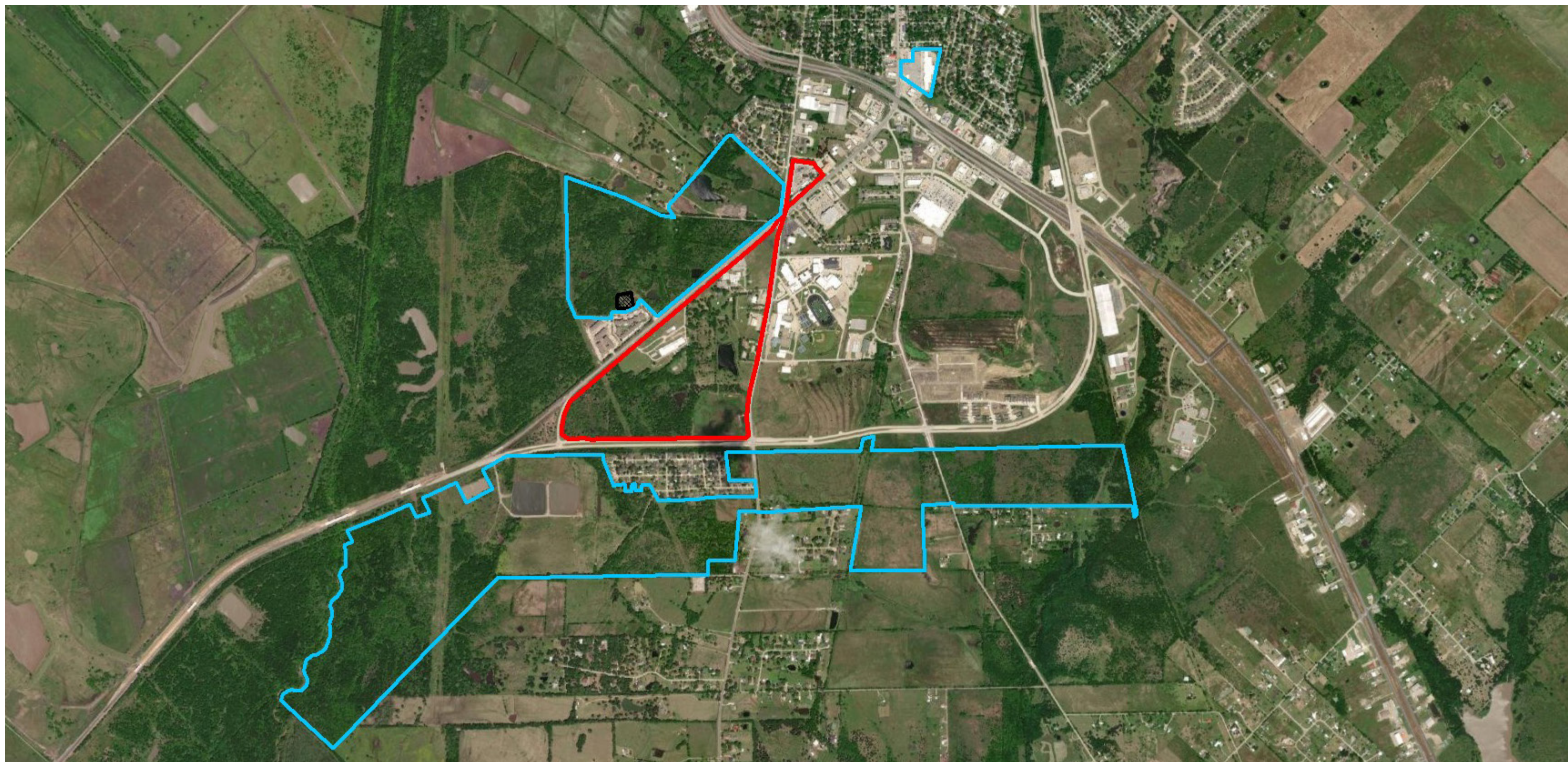


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DISCLAIMER

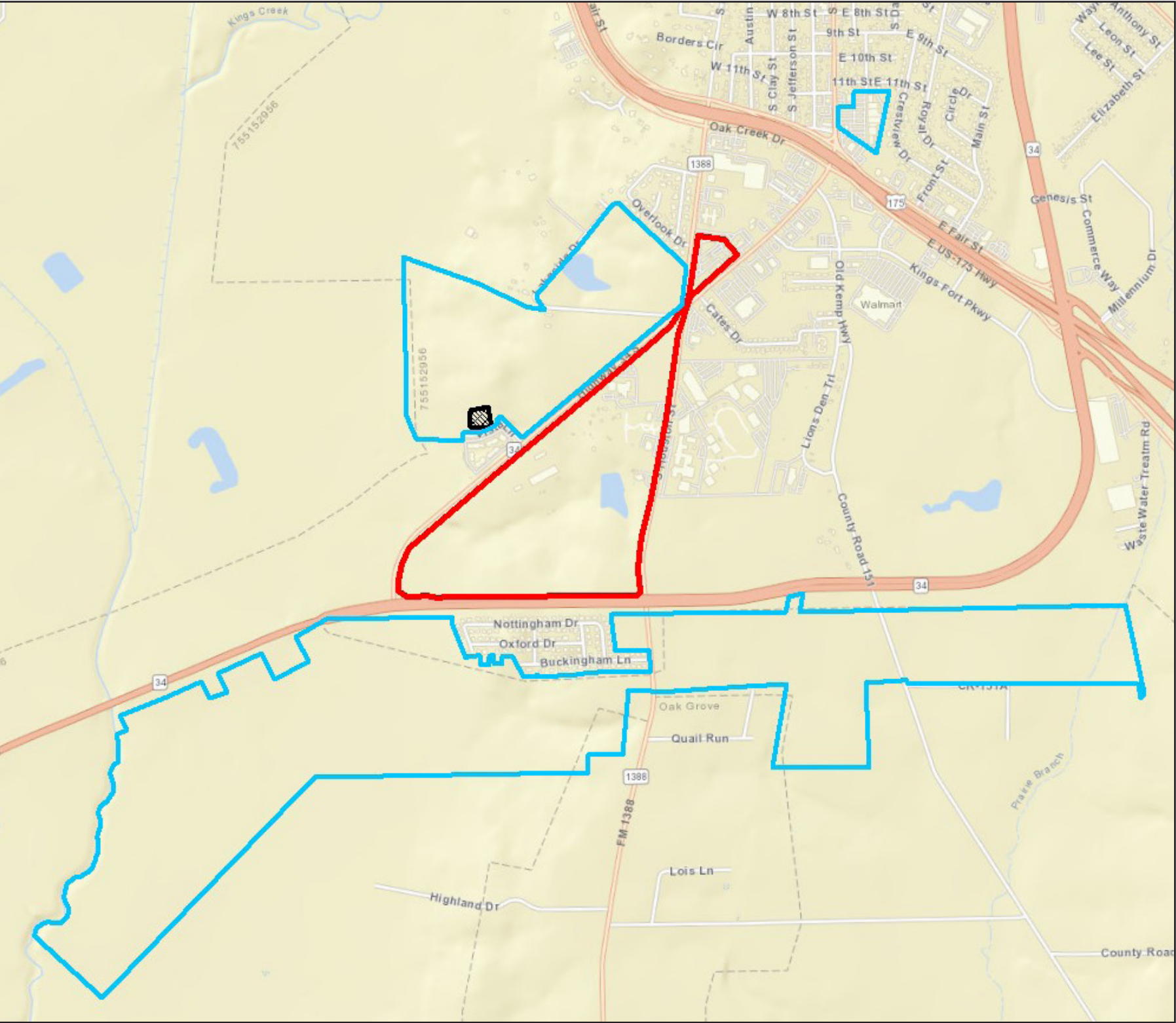
Our conclusions and recommendations are based on current market conditions and the expected performance of the national, and/or local economy and real estate market. Given that economic conditions can change and real estate markets are cyclical, it is critical to monitor the economy and real estate market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

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



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





-  - TIRZ #2 Boundary
-  - TIRZ #2A Boundary

Tax Increment Reinvestment Zone #2, City of Kaufman

TIRZ #2 was created by Ordinance O-28-20 on September 14, 2020. The goal of Tax Increment Reinvestment Zone #2 (TIRZ) is to continue funding the construction of needed public infrastructure and to encourage private development that will yield additional tax revenue to all local taxing jurisdictions. TIRZ #2 will promote the creation of a mixed-use development consisting of an indoor sports complex, retail, a hotel, a mixed use facility, and residential, including both single family and multifamily development. On September 26, 2022, the City Council expanded the boundaries to include the areas shown to the left, TIRZ #2A.

The amended project and financing plan outlines the funding of \$50,490,005 in public improvements related to water, sanitary sewer, and storm water facilities, as well as street and intersection improvements, open space and park facilities, utilities and street lighting, and economic development grants. The TIRZ can fund these improvements through ad valorem participation of eligible taxing jurisdictions.

Without the implementation of the TIRZ, the specified property would continue to impair the sound growth of the municipality.



 - TIRZ #2 Boundary

Boundary Description

The original TIRZ #2 boundaries are located in the southwest central portion of the City of Kaufman encompassing approximately 105 acres. The original boundaries are generally bound by Texas State Highway 34 to the south, South Washington Street to the west, and South Houston Street to the east.

The expanded area (TIRZ #2A) is noncontiguous and consists of three tracts which are located partially in the City limits and partially in the City ETJ. The original and expanded boundaries are generally described below.

Legal Description

TIRZ #2 (Original Boundaries)

Beginning at the northeast corner of Property ID 5487 where it meets the western right of way of South Washington Street, thence

South along the western right of way of South Washington Street to the point meets the southern point of Property ID 5487, thence

South to the northeast corner of Property ID 5369 at the point it meets the western right of way boundary of South Houston Street, thence

South along the western right of way boundary of South Houston Street to the point it meets the northern right of way boundary of Texas State Highway 34, thence

West along the northern right of way boundary of Texas State Highway 34 to the point it meets the eastern right of way boundary of South Washington Street, thence

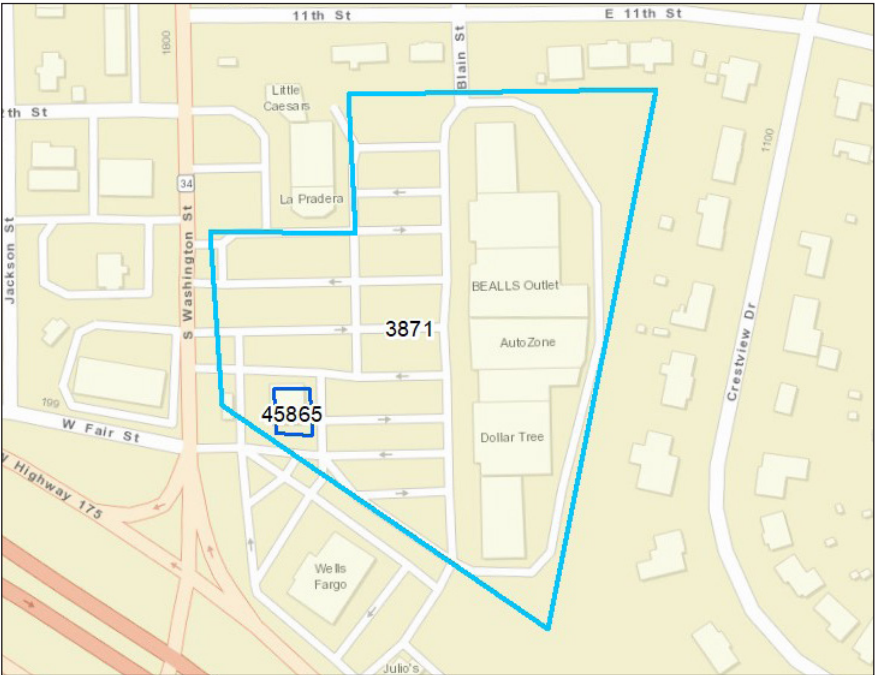
North along the eastern right of way boundary of South Washington Street to the point it meets the northwest corner of Property ID 5369, thence

North to the southern point of Property ID 5487 where it meets the eastern right of way boundary of South Houston Street, thence

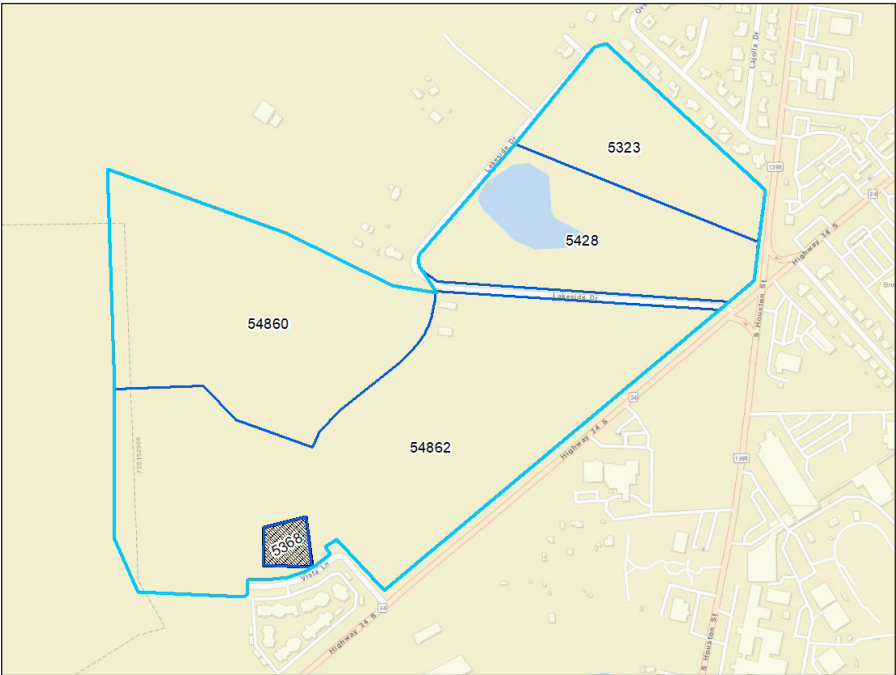
North along the eastern right of way boundary of South Houston Street to the point it meets the northwest corner of Property ID 5487, thence

East across the northern boundary of Property ID 5487 to the northeast corner of Property ID 5487 where it meets the western right of way of South Washington Street, which is the point of beginning.

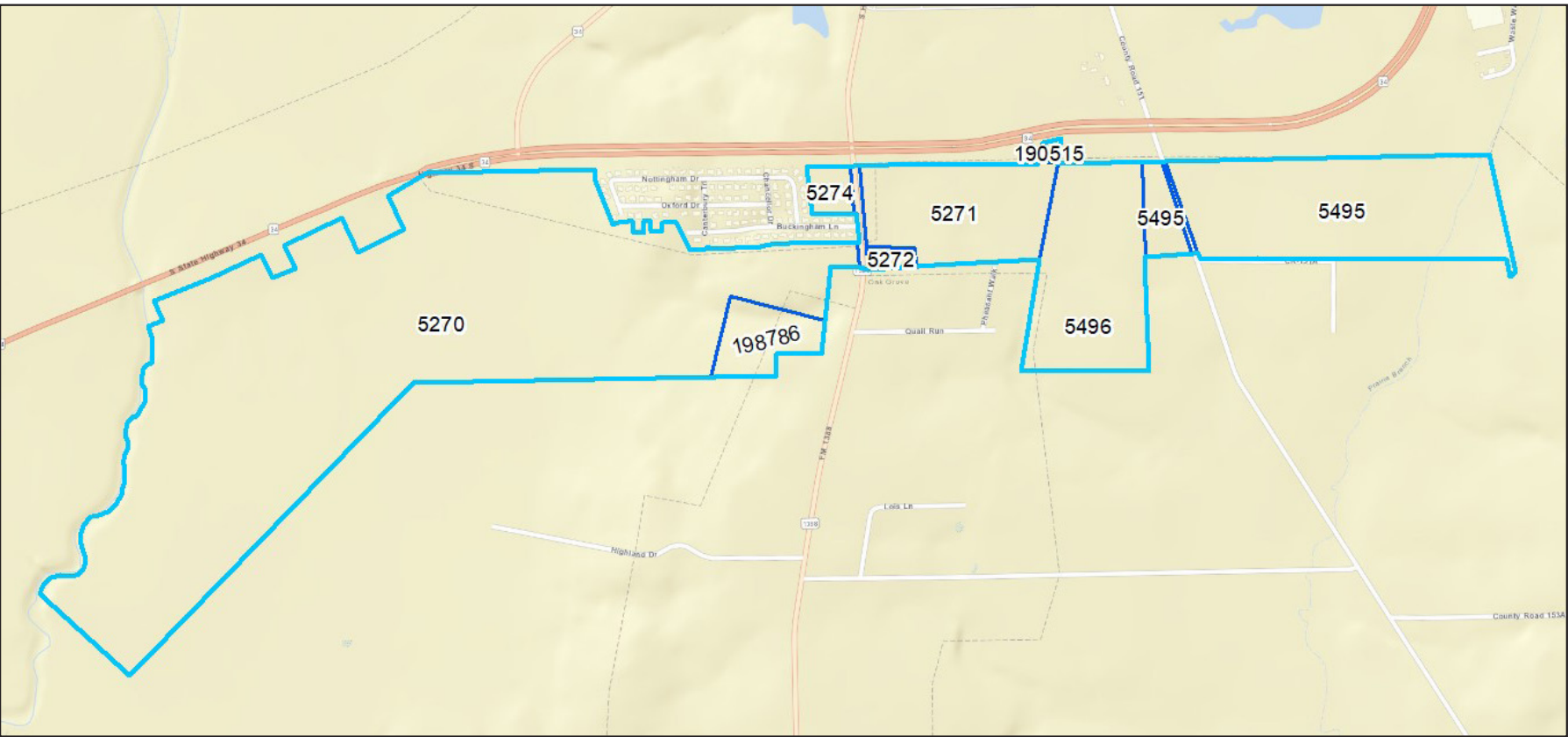
Tract #1



Tract #2



Tract #3



 - TIRZ #2A Boundary

Legal Description (Continued)

TIRZ #2A (Expanded Boundaries)

The expanded area for TIRZ #2, TIRZ #2A, is noncontiguous and consists of three tracts which are generally described below:

Tract #1:

Tract #1 consists of Property ID 3871, which is legally described as ANNA L CARTER, TRACT 45.00; 8.06 ACRES, and includes the land for Property ID 45865, which is the property account for the improvements only.

Tract #2:

Beginning at the northern corner of Property ID 5323 where it meets the western corner of Property ID 43134, thence
East along the northeast boundary of Property ID 5323 to the point it meets the western right of way of S Houston Street, thence
South along the western right of way of S Houston Street to the point it meets South Washington Street, thence
South along the northern right of way of South Washington Street to the point where Property ID 54682 meets Property ID 80985, thence
West then north along the boundary of Property ID 54682 to the point it meets Property ID 54860, thence
North along the western boundary of Property ID 54860, continuing east along the northern boundary of Property ID 54860 to the point it meets Property ID 54682 and Lakeside Drive, thence
North across Lakeside Drive to Property ID 5428, thence
North along the boundary of Property ID 5428 to the point it meets Property ID 5323, thence
North along the western boundary of Property ID 5323 to the point it meets the western corner of Property ID 43134, which is the point of beginning.
Save and Except: Property ID 5368, legally described as D FALCON, 1.415 acres.

Legal Description (Continued)

TIRZ #2A (Expanded Boundaries)

Tract #3:

Beginning at the northeast corner of Property ID 5495, thence

South, then west along the southern border of Property ID 5495 to the point it meets County Road 151, thence

West across County Road 151 to Property ID 5495, thence

West across the southern boundary of Property ID 5495 to the point it meets the eastern boundary of Property ID 5496, thence

South along the eastern boundary of Property ID 5496, continuing north along the western boundary of Property ID 5496 to the point it meets Property ID 5271, thence

West along the southern boundary of Property ID 5271 to the point it meets Property ID 5272, thence

West along the southern boundary of Property ID 5271 to the point it meets S Houston Street, thence

West across S Houston Street to Property ID 5270, thence

South along Property ID 5270, following the boundary to the it meets Property ID 198786, thence

South, then west along the boundary of Property ID 198786 to the point it meets the southern boundary of Property ID 5270, thence

Following the boundary of Property ID 5270 to the point it meets S Houston Street, thence

North along the western right of way of S Houston Street to the point it meets the southeast corner of Property ID 5274, thence

West then north along the boundary of Property ID 5274, continuing east along the northern boundary of Property ID 5274 to the point it meets S Houston Street, thence

East across S Houston Street to the northwest corner of Property ID 5271, thence

East along the northern boundary of Property ID 5271 to the point it meets the southwest corner of Property ID 190515, thence

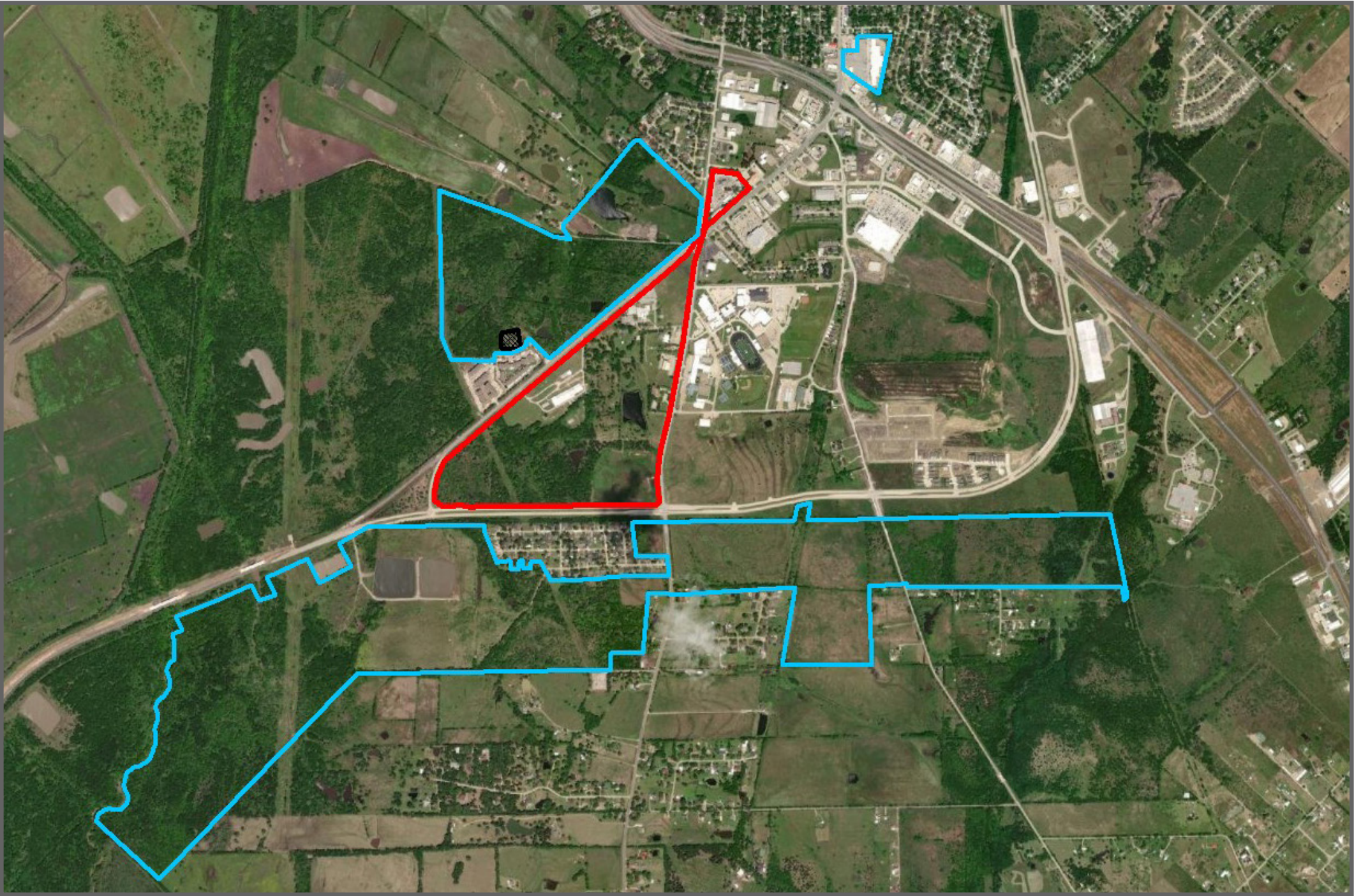
Following the boundary of Property ID 190515 to the point it meets the northwest corner of Property ID 5496, thence

East across the northern boundary of Property ID 5496 to the point it meets Property ID 5495, thence

East across the northern boundary of Property ID 5495 to the point it meets County Road 151, thence

East across County Road 151 to the northwest corner of Property ID 5495, thence

East across the northern boundary of Property ID 5495, to the northeast corner of Property ID 5495, which is the point of beginning.



- TIRZ #2 Boundary
- TIRZ #2A Boundary

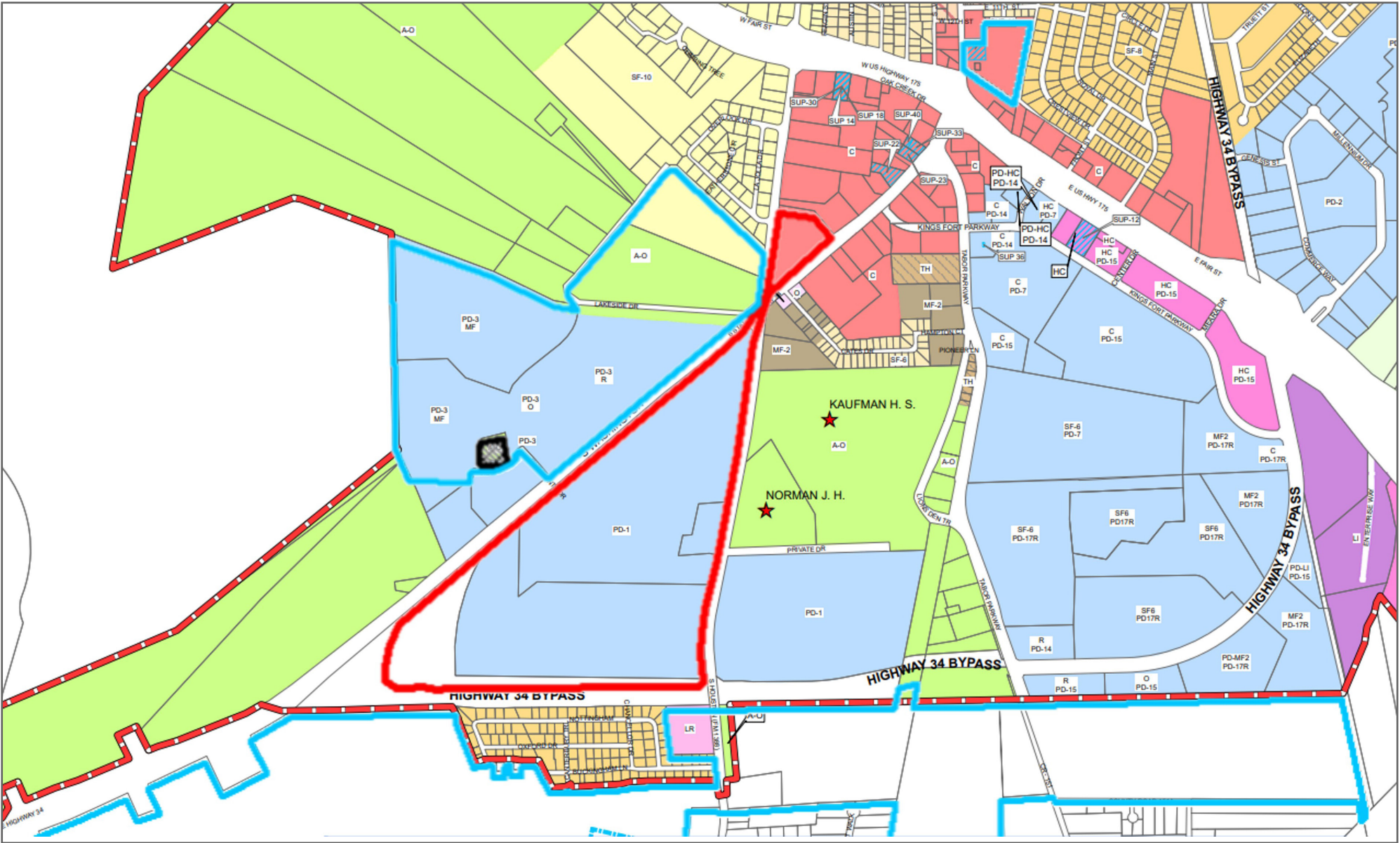
Land Use

A portion of the land within the zone is improved with public buildings including the Kaufman County Children’s Shelter, Kaufman County Library, Kaufman County Appraisal District, Kaufman County - South Campus, and Texas Department of Transportation Maintenance Facility. In TIRZ #2A, Tract #1 of the expanded boundaries is improved with a shopping center that is positioned for future redevelopment.

The balance of the land within the TIRZ is predominately vacant.

Method of Relocating Persons to be Displaced

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



 - TIRZ #2 Boundary
 - TIRZ #2A Boundary

Zoning

TIRZ #2

The property within the original boundaries of the TIRZ is currently zoned as Commercial and Planned Development (PD-1 and PD-18).

TIRZ #2A

Tract #1 is in the City limits and is zoned C (Commercial). Tract #2 is also in the City limits and is zoned SF-10 (Single Family Residential), A-O (Agricultural/Open), PD-3: R, O, and MF (Planned Development - Retail, Office, and Multifamily).

The majority of Tract #3 is not in the City limits and is not zoned. Property ID 5274 is in the City limits and is zoned LR (Local Retail). Property ID 190515 and a portion of Property ID 5271 are zoned A-O (Agricultural/Open).

The property within the TIRZ may need to be rezoned to accomodate the planned development. It is not anticipated there will be any changes to the City of Kaufman zoning ordinance, master plan, building codes, subdivision rules and regulations or other municipal ordinances as a result of the TIRZ.

Legend

- KAUFMAN ETJ
- CITY LIMITS
- SPECIAL USE PERMIT

ZONING

- A-O - AGRICULTURAL / OPEN
- SF-20 - SINGLE FAMILY RESIDENTIAL (minimum 20,000 square-foot lots)
- SF-10 - SINGLE FAMILY RESIDENTIAL (minimum 10,000 square-foot lots)
- SF-8 - SINGLE FAMILY RESIDENTIAL-8 (minimum 8,000 square-foot lots)
- SF-6 - SINGLE FAMILY RESIDENTIAL-6 (minimum 6,000 square-foot lots)
- TH - TOWNHOMES RESIDENTIAL (patio homes)
- MF-1 - MULTI-FAMILY RESIDENTIAL-1 (triplex and quadriplex homes)
- MF-2 - MULTI-FAMILY RESIDENTIAL-2 (Apartments)
- MH - MANUFACTURED HOME
- O - OFFICE
- LR - LOCAL (NEIGHBORHOOD) RETAIL
- R - RETAIL (GENERAL)
- CBD - CENTRAL BUSINESS DISTRICT
- WSC - WASHINGTON ST CORRIDOR OVERLAY DISTRICT
- C - COMMERICAL
- HC - HIGHWAY COMMERICAL
- LI - LIGHT INDUSTRIAL
- PD - PLANNED DEVELOPEMENT

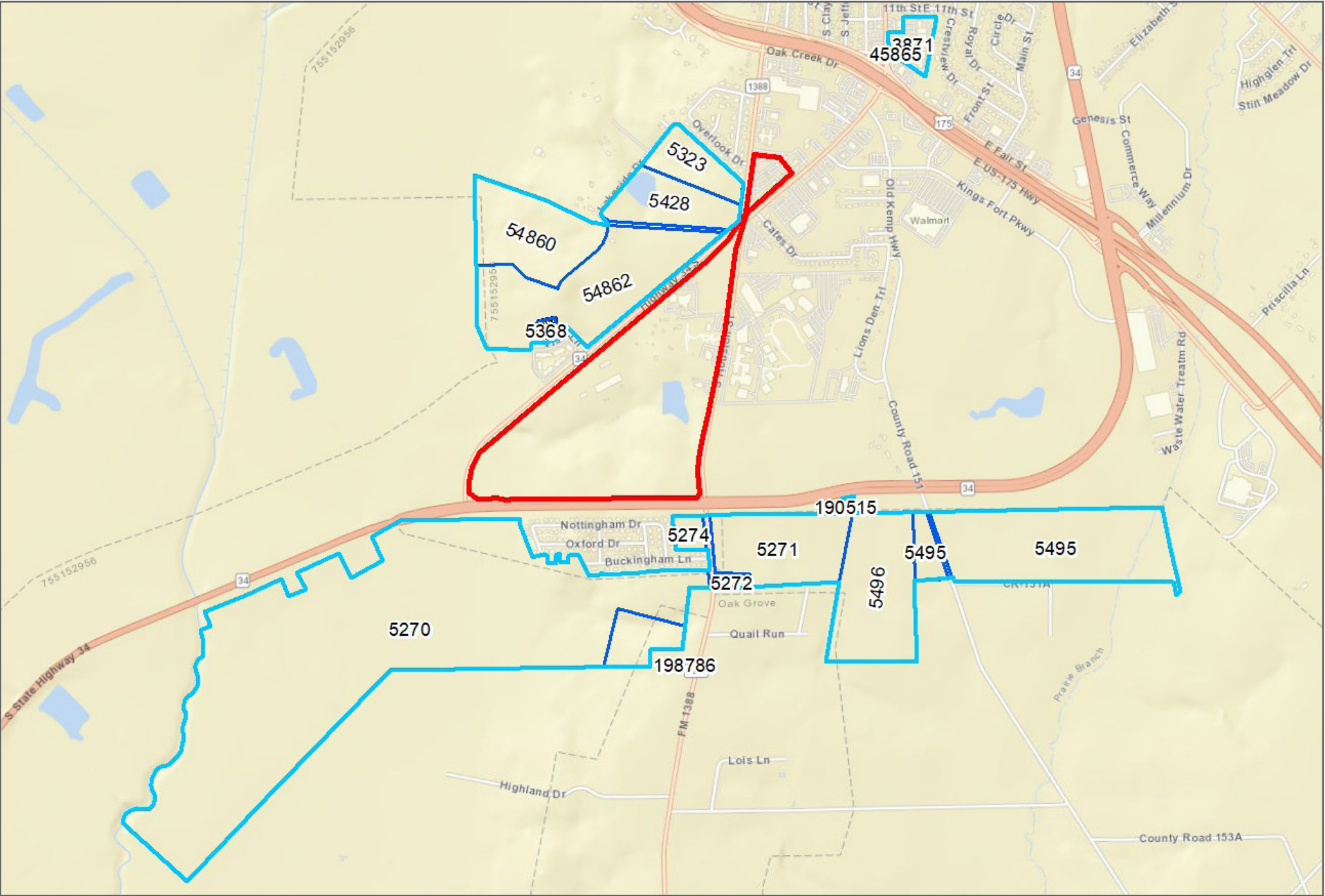
Current Conditions

Current Ownership Information

There are 5 parcels within the original boundaries of Tax Increment Reinvestment Zone #2. Four of the parcels are owned by public entities, including the City of Kaufman, Kaufman County, Kaufman CAD, and the Texas Highway Department. The 2020 base year taxable value of the property within is \$0. Within the expanded boundaries, there are 14 parcels with an estimated 2022 base year taxable value of \$5,590,180. The base value will be certified by Kaufman Central Appraisal District at a later date.

It is the City’s desire to have the land developed, facilitated by a direct transfer agreement between the City and a private entity, pursuant to Chapter 272 of the Local Government Code

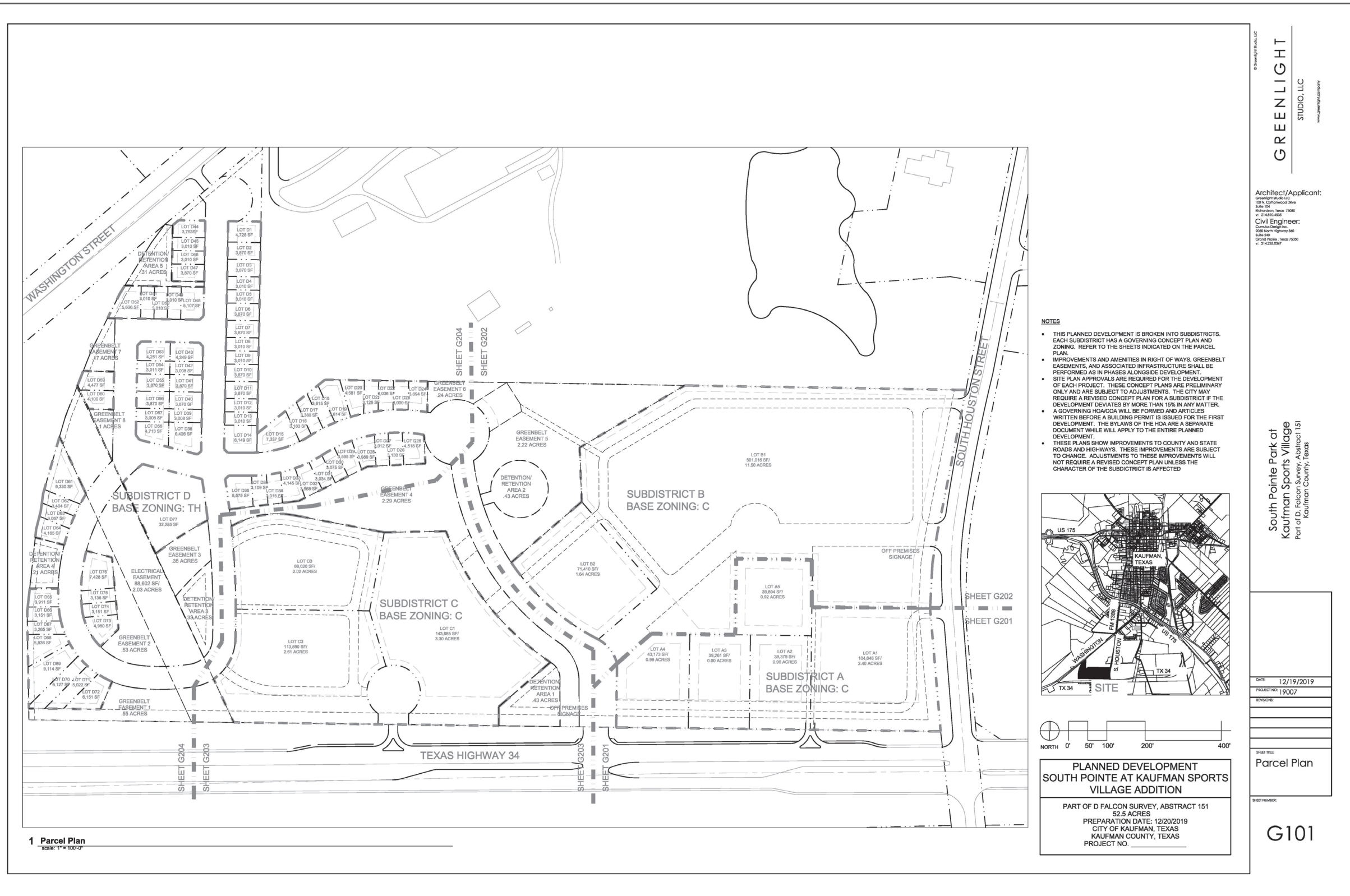
For further details of parcels included within the TIRZ see Appendix A.



-  - TIRZ #2 Boundary
-  - TIRZ #2A Boundary

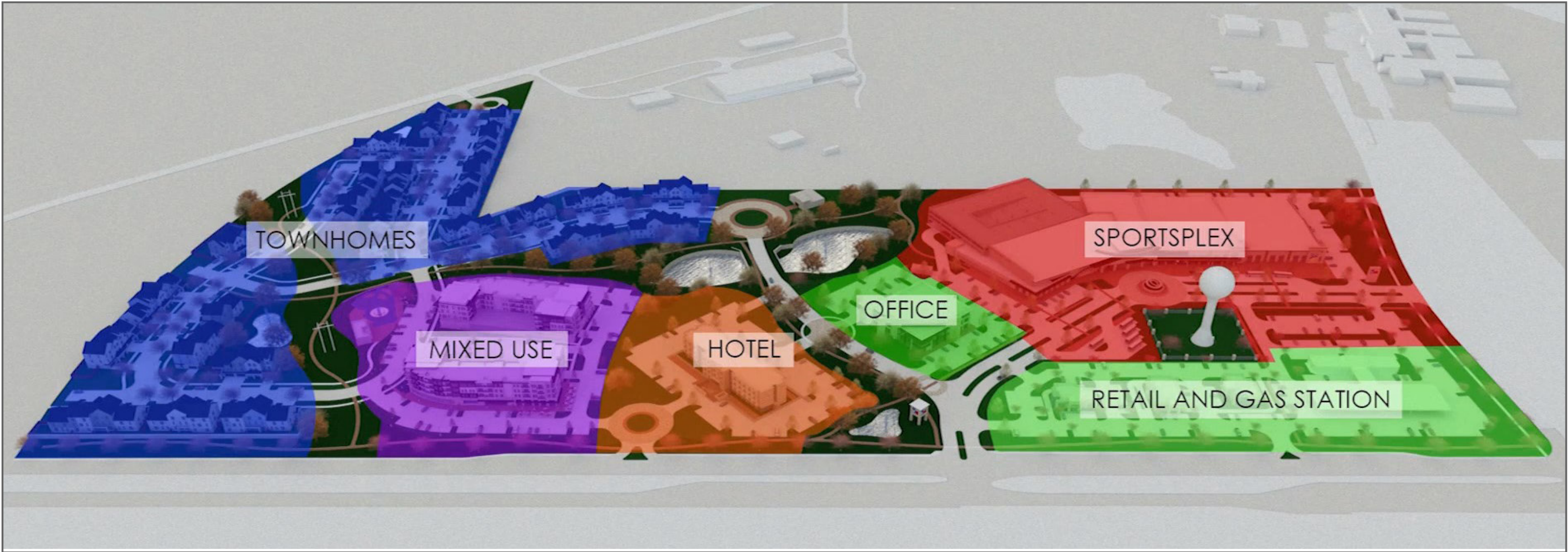
Proposed Development

The original TIRZ #2 boundaries contain a planned proposed development consisting of an indoor sports complex, retail, a hotel, a mixed use facility, and residential, including both single family and multifamily development.



Proposed Development

The site plan below depicts the location of the various proposed land uses.



Proposed Development

Anticipated Development

The development within the original boundaires is anticipated to be a large scale mixed-use development that will be constructed over the next several years and financed in part by incremental real property tax generated within the TIRZ. Additional development is anticipated to occur within the expanded boundaries, including multifamily, residential and commercial.

The table to the right provides an overview of the potential development that DPED estimates will occur during the life of the TIRZ within the boundaries of the TIRZ, both the original boundaries and the expanded boundaries, along with estimated dates of when the development will be completed.

	Final Delivery	Units/SF	Taxable Value PSF/Unit	Incremental Value
TIRZ #2				
PHASE ONE				
SPORTS COMPLEX	2024	160,000	\$ 85	\$ 13,600,000
OUTPARCEL	2024	3,000	\$ 250	\$ 750,000
OUTPARCEL	2025	3,000	\$ 250	\$ 750,000
OUTPARCEL	2026	3,000	\$ 250	\$ 750,000
OUTPARCEL - GAS STATION	2024	5,400	\$ 250	\$ 1,350,000
HOTEL	2025	101	\$ 100,000	\$ 10,100,000
				\$ 27,300,000
PHASE TWO				
MIXED USE FACILITY	2027	15,000	\$ 250	\$ 3,750,000
RESIDENTIAL	2029	69	\$ 450,000	\$ 31,050,000
				\$ 34,800,000
PHASE THREE				
MULTIFAMILY	2027	165	\$ 150,000	\$ 24,750,000
OFFICE	2026	34,323	\$ 150	\$ 5,148,450
				\$ 29,898,450
TIRZ #2 ADDITIONAL DEVELOPMENT				
MULTIFAMILY	2026	94	\$ 150,000	\$ 14,100,000
COMMERCIAL	2025	30,000	\$ 250	\$ 7,500,000
				\$ 21,600,000
TIRZ #2A				
RESIDENTIAL (Single Family)	2026, 2028, 2030	134	\$ 560,000	\$ 75,040,000
RESIDENTIAL (Townhomes)	2026, 2028, 2030	93	\$ 440,000	\$ 40,920,000
MULTIFAMILY	2024	199	\$ 150,000	\$ 29,850,000
MULTIFAMILY	2026	156	\$ 150,000	\$ 23,400,000
RESIDENTIAL	2027 & 2029	93	\$ 250,000	\$ 23,250,000
COMMERCIAL	2030	110,000	\$ 250	\$ 27,500,000
				\$ 219,960,000
Total				\$ 333,558,450

Project Costs of the Zone

There are a number of improvements within Tax Increment Reinvestment Zone #2 that will be financed by in part by incremental real property tax generated within the TIRZ.

Proposed Project Costs		
Water Facilities and Improvements	\$ 5,049,000	10.0%
Sanitary Sewer Facilities and Improvements	\$ 3,029,400	6.0%
Storm Water Facilities and Improvements	\$ 2,019,600	4.0%
Street and Intersection Improvements	\$ 20,196,002	40.0%
Open Space, Park and Recreation Facilities and Improvements	\$ 12,622,501	25.0%
Utilities and Street Lighting	\$ 2,524,500	5.0%
Economic Development Grants	\$ 4,544,100	9.0%
Administrative Costs	\$ 504,900	1.0%
	\$ 50,490,005	100.0%

The categories listed in the table above outline public improvements related to water, sanitary sewer, and storm water facilities, parking improvements, street and intersection improvements, open space, park and recreation facilities and improvements, public facilities, and are meant to include all projects eligible under Chapter 311, Section 311.002 of the Texas Tax Code.

The costs illustrated in the table above are estimates and may be revised. Savings from one line item may be applied to a cost increase in another line item.

It is anticipated that the individual TIRZ project cost allocations will be evaluated on a case by case basis, consistent with the categories listed above, and brought forward to the TIRZ board and City Council for consideration.

Chapter 311 of the Texas Tax Code

Sec. 311.002.

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

Method of Financing

To fund the public improvements outlined on the previous page, the City Kaufman will contribute 75% of the maintenance and operations portion of real property increment within the original and expanded bounaries of the Zone.

Subject to a separate interlocal agreement executed in 2020, 50% of the maintenance and operations portion of real property increment within the original boundaries of the Zone from Kaufman County will be contributed, up to a maximum total contribution of \$6,567,138.

In addition, subject to a separate interlocal agreement executed in 2020, 50% of the maintenance and operations portion of real property increment within the original boundaries of the Zone from Trinity Valley Community College may be contributed, up to a maximum total contribution of \$2,624,824.

Debt Service

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

Economic Feasibility Study

A taxable value analysis was developed as part of the project and financing plan to determine the economic feasibility of the project. The study examined the expected tax revenue the TIRZ would receive based on the previously outlined developments. A summary overview of the anticipated development square footages, the anticipated sales per square foot and the anticipated taxable value per square foot can be found on the table below.

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

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

TIRZ #2 - Real Property Tax - 2022 Rates		Participation	
City of Kaufman (M&O)	0.48000180	75%	0.3600014
Kaufman County (M&O)	0.27929200	50%	0.1396460
Road and Bridge	0.07041200	0%	0.0000000
Trinity Valley CC	0.11549000	50%	0.0577450
Kaufman ISD	1.27020000	0%	0.0000000
2.21539580			0.49964735

TIRZ #2A - Real Property Tax - 2022 Rates		Participation	
City of Kaufman (M&O)	0.48000180	75%	0.3600014
Kaufman County (M&O)	0.27929200	0%	0.0000000
Road and Bridge	0.07041200	0%	0.0000000
Trinity Valley CC	0.11549000	0%	0.0000000
Kaufman ISD	1.27020000	0%	0.0000000
2.21539580			0.36000135

TIRZ #2 & #2A - Personal Property Tax		Participation	
City of Kaufman (M&O)	0.48000180	0%	0.0000000
Kaufman County (M&O)	0.27929200	0%	0.0000000
Road and Bridge	0.07041200	0%	0.0000000
Trinity Valley CC	0.11549000	0%	0.0000000
Kaufman ISD	1.27020000	0%	0.0000000
2.21539580			0.00000000

TIRZ #2 & #2A -Sales Tax		Participation	
City of Kaufman Sales Tax	0.0100000	0.00%	0.0000000
City Property Tax Reduction	0.0050000	0.00%	0.0000000
Economic Development	0.0025000	0.00%	0.0000000
Street Maintenance	0.0025000	0.00%	0.0000000
0.02000000			0.00000000

PHASE ONE : INPUT & OUTPUT

► INPUT

INFLATION RATE	2.00%
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DISCOUNT RATE	6.00%
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REAL PROPERTY TAX		PARTICIPATION	
City of Kaufman (M&O)	0.48000180	75%	0.3600014
Kaufman County (M&O)	0.27929200	50%	0.1396460
Road and Bridge	0.07041200	0%	0.0000000
Trinity Valley CC	0.11549000	50%	0.0577450
Kaufman ISD	1.27020000	0%	0.0000000
	2.21539580		0.5573924

PERSONAL PROPERTY TAX		PARTICIPATION	
City of Kaufman (M&O)	0.48000180	0%	0.0000000
Kaufman County (M&O)	0.27929200	0%	0.0000000
Road and Bridge	0.07041200	0%	0.0000000
Trinity Valley CC	0.11549000	0%	0.0000000
Kaufman ISD	1.27020000	0%	0.0000000
	2.21539580		0.0000000

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

PHASE ONE		Final Delivery	AREA SF/UNITS	REAL PROPERTY		BPP		SALES	
				\$ / SF	TAX VALUE	\$ / SF	TAX VALUE	\$ / SF	TAX VALUE
	SPORTS COMPLEX	2024	160,000	\$ 85	\$ 13,600,000	\$ -	\$ -		
	OUTPARCEL	2024	3,000	\$ 250	\$ 750,000	\$ -	\$ -	\$ 300.00	\$ 900,000
	OUTPARCEL	2025	3,000	\$ 250	\$ 750,000	\$ -	\$ -	\$ 300.00	\$ 900,000
	OUTPARCEL	2026	3,000	\$ 250	\$ 750,000	\$ -	\$ -	\$ 300.00	\$ 900,000
	OUTPARCEL - GAS STATION	2024	5,400	\$ 250	\$ 1,350,000	\$ -	\$ -	\$ 150.00	\$ 810,000
	HOTEL	2025	101	\$ 100,000	\$ 10,100,000	\$ -	\$ -		
	TOTAL		174,501		27,300,000		-		3,510,000

► OUTPUT

TOTAL TAX REVENUE		TOTAL	REAL PROPERTY	PERSONAL	SALES
City of Kaufman (M&O)	29.2%	\$ 7,243,437	=	\$ 4,852,040	+ \$ -
Kaufman County (M&O)	11.4%	\$ 2,823,189	=	\$ 2,823,189	+ \$ -
Road and Bridge	2.9%	\$ 711,751	=	\$ 711,751	+ \$ -
Trinity Valley CC	4.7%	\$ 1,167,417	=	\$ 1,167,417	+ \$ -
Kaufman ISD	51.8%	\$ 12,839,662	=	\$ 12,839,662	+ \$ -
	100.0%	\$ 24,785,456		\$ -	\$ 2,391,398
		100.0%		90.4%	9.6%

TOTAL PARTICIPATION		TOTAL	REAL PROPERTY	PERSONAL	SALES
City of Kaufman (M&O)	64.6%	\$ 3,639,030	=	\$ 3,639,030	+ \$ -
Kaufman County (M&O)	25.1%	\$ 1,411,595	=	\$ 1,411,595	+ \$ -
Road and Bridge	0.0%	\$ -	=	\$ -	+ \$ -
Trinity Valley CC	10.4%	\$ 583,708	=	\$ 583,708	\$ -
Kaufman ISD	0.0%	\$ -	=	\$ -	+ \$ -
	100.0%	\$ 5,634,333		\$ -	\$ -
		100.0%		100.0%	0.0%

NET BENEFIT		TOTAL	REAL PROPERTY	PERSONAL	SALES
City of Kaufman (M&O)	18.8%	\$ 3,604,407	=	\$ 1,213,010	+ \$ -
Kaufman County (M&O)	7.4%	\$ 1,411,595	=	\$ 1,411,595	+ \$ -
Road and Bridge	3.7%	\$ 711,751	=	\$ 711,751	+ \$ -
Trinity Valley CC	3.0%	\$ 583,708	=	\$ 583,708	+ \$ -
Kaufman ISD	67.0%	\$ 12,839,662	=	\$ 12,839,662	+ \$ -
	100.0%	\$ 19,151,123		\$ -	\$ 2,391,398
		100.0%		87.5%	12.5%

Financial Feasibility Analysis

TAX REVENUE PROJECTIONS & COST-BENEFIT ANALYSIS

Calendar Year		0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
TOTAL TAX REVENUE																																		
SPORTS COMPLEX		2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	
	Taxable Value Per SF	-	-	85	87	88	90	92	94	96	98	100	102	104	106	108	110	112	114	117	119	121	124	126	129	131	134	137	139	142	145	148	151	
	Percentage Complete	-	-	0%	0%	0%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	
	Cumulative SF	-	-	-	-	-	160,000	160,000	160,000	160,000	160,000	160,000	160,000	160,000	160,000	160,000	160,000	160,000	160,000	160,000	160,000	160,000	160,000	160,000	160,000	160,000	160,000	160,000	160,000	160,000	160,000	160,000	160,000	
	TAXABLE VALUE	-	-	-	-	-	14,432,429	14,721,077	15,015,499	15,315,809	15,622,125	15,934,568	16,253,259	16,578,324	16,909,891	17,248,088	17,593,050	17,944,911	18,303,809	18,669,886	19,043,283	19,424,149	19,812,632	20,208,885	20,613,062	21,025,324	21,445,830	21,874,747	22,312,242	22,758,486	23,213,656	23,677,929	24,151,488	
OUTPARCEL	Taxable Value Per SF	-	-	250	255	260	265	271	276	282	287	293	299	305	311	317	323	330	336	343	350	357	364	371	379	386	394	402	410	418	427	435	444	
	Percentage Complete	-	-	0%	0%	0%	50%	67%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	
	Cumulative SF	-	-	-	-	-	3,000	6,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	
	TAXABLE VALUE	-	-	-	-	-	795,906	1,623,648	2,484,182	2,533,865	2,584,543	2,636,234	2,688,958	2,742,737	2,797,592	2,853,544	2,910,615	2,968,827	3,028,204	3,088,768	3,150,543	3,213,554	3,277,825	3,343,382	3,410,249	3,478,454	3,548,023	3,618,984	3,691,363	3,765,191	3,840,495	3,917,304	3,995,651	
	Taxable Value Per SF	-	-	250	255	260	265	271	276	282	287	293	299	305	311	317	323	330	336	343	350	357	364	371	379	386	394	402	410	418	427	435	444	
OUTPARCEL - GAS STATION	Taxable Value Per SF	-	-	250	255	260	265	271	276	282	287	293	299	305	311	317	323	330	336	343	350	357	364	371	379	386	394	402	410	418	427	435	444	
	Percentage Complete	-	-	0%	0%	0%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	
	Cumulative SF	-	-	-	-	-	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	
	TAXABLE VALUE	-	-	-	-	-	1,432,631	1,461,283	1,490,509	1,520,319	1,550,726	1,581,740	1,613,375	1,645,642	1,678,555	1,712,126	1,746,369	1,781,296	1,816,922	1,853,261	1,890,326	1,928,132	1,966,695	2,006,029	2,046,150	2,087,073	2,128,814	2,171,390	2,214,818	2,259,114	2,304,297	2,350,383	2,397,390	
	Taxable Value Per Unit	-	-	100,000	102,000	104,040	106,121	108,243	110,408	112,616	114,869	117,166	119,509	121,899	124,337	126,824	129,361	131,948	134,587	137,279	140,024	142,825	145,681	148,595	151,567	154,598	157,690	160,844	164,061	167,342	170,689	174,102	177,584	
HOTEL	Percentage Complete	-	-	0%	0%	0%	0%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	
	Cumulative Units	-	-	-	-	-	-	101	101	101	101	101	101	101	101	101	101	101	101	101	101	101	101	101	101	101	101	101	101	101	101	101	101	101
	TAXABLE VALUE	-	-	-	-	-	-	10,932,565	11,151,216	11,374,240	11,601,725	11,833,760	12,070,435	12,311,844	12,558,081	12,809,242	13,065,427	13,326,736	13,593,270	13,865,136	14,142,438	14,425,287	14,713,793	15,008,069	15,308,230	15,614,395	15,926,683	16,245,216	16,570,121	16,901,523	17,239,553	17,584,344	17,936,031	
	Taxable Value	-	-	-	-	-	16,660,966	28,738,574	30,141,406	30,744,234	31,359,119	31,986,301	32,626,027	33,278,548	33,944,119	34,623,001	35,315,461	36,021,770	36,742,206	37,477,050	38,226,591	38,991,123	39,770,945	40,566,364	41,377,691	42,205,245	43,049,350	43,910,337	44,788,544	45,684,315	46,598,001	47,529,961	48,480,560	
REAL PROPERTY	Taxable Value	-	-	-	-	-	16,660,966	28,738,574	30,141,406	30,744,234	31,359,119	31,986,301	32,626,027	33,278,548	33,944,119	34,623,001	35,315,461	36,021,770	36,742,206	37,477,050	38,226,591	38,991,123	39,770,945	40,566,364	41,377,691	42,205,245	43,049,350	43,910,337	44,788,544	45,684,315	46,598,001	47,529,961	48,480,560	
	City of Kaufman (M&O)	-	-	-	-	-	79,973	137,946	144,679	147,573	150,524	153,535	156,606	159,738	162,932	166,191	169,515	172,905	176,363	179,891	183,488	187,158	190,901	194,719	198,614	202,586	206,638	210,770	214,986	219,286	223,671	228,145	232,708	
	Kaufman County (M&O)	-	-	-	-	-	46,533	80,265	84,183	85,866	87,584	89,335	91,122	92,944	94,803	96,699	98,633	100,606	102,618	104,670	106,764	108,899	111,077	113,299	115,565	117,876	120,233	122,638	125,091	127,593	130,144	132,747	135,402	
	Road and Bridge	-	-	-	-	-	11,731	20,235	21,223	21,648	22,081	22,522	22,973	23,432	23,901	24,379	24,866	25,364	25,871	26,388	26,916	27,454	28,004	28,564	29,135	29,718	30,312	30,918	31,537	32,167	32,811	33,467	34,136	
	Trinity Valley CC	-	-	-	-	-	19,242	33,190	34,810	35,507	36,217	36,941	37,680	38,433	39,202	39,986	40,786	41,602	42,434	43,282	44,148	45,031	45,931	46,850	47,787	48,743	49,718	50,712	51,726	52,761	53,816	54,892	55,990	
SALES TAX	Kaufman ISD	-	-	-	-	-	211,628	365,037	382,856	390,513	398,324	406,290	414,416	422,704	431,158	439,781	448,577	457,549	466,699	476,033	485,554	495,265	505,171	515,274	525,579	536,091	546,813	557,749	568,904	580,282	591,888	603,726	615,800	
	Total	-	-	-	-	-	369,106	636,673	667,751	681,106	694,729	708,623																						

PHASE TWO : INPUT & OUTPUT

► INPUT

INFLATION RATE	2.00%
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DISCOUNT RATE	6.00%
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REAL PROPERTY TAX		PARTICIPATION	
City of Kaufman (M&O)	0.48000180	75%	0.3600014
Kaufman County (M&O)	0.27929200	50%	0.1396460
Road and Bridge	0.07041200	0%	0.0000000
Trinity Valley CC	0.11549000	50%	0.0577450
Kaufman ISD	1.27020000	0%	0.0000000
	2.21539580		0.5573924

PERSONAL PROPERTY TAX		PARTICIPATION	
City of Kaufman (M&O)	0.48000180	0%	0.0000000
Kaufman County (M&O)	0.27929200	0%	0.0000000
Road and Bridge	0.07041200	0%	0.0000000
Trinity Valley CC	0.11549000	0%	0.0000000
Kaufman ISD	1.27020000	0%	0.0000000
	2.21539580		0.0000000

City of Kaufman Sales Tax	0.01000000	0%	0.0000000
City Property Tax Reduction	0.00500000	0%	0.0000000
Street Maintenance	0.00250000	0%	0.0000000
	0.01750000		0.0000000

PHASE TWO	Final Delivery		AREA		REAL PROPERTY		BPP		SALES	
			SF/UNITS		\$ / SF	TAX VALUE	\$ / SF	TAX VALUE	\$ / SF	TAX VALUE
MIXED USE FACILITY	2027	15,000		\$	250	\$ 3,750,000		\$ -	\$ 200.00	\$ 3,000,000
RESIDENTIAL	2029	69		\$	450,000	\$ 31,050,000			\$ -	\$ -
TOTAL		15,069				34,800,000		-		3,000,000

► OUTPUT

TOTAL TAX REVENUE		TOTAL	REAL PROPERTY		PERSONAL		SALES	
City of Kaufman (M&O)	26.4%	\$ 6,980,908	=	\$ 5,383,760	+	\$ -	+	\$ 1,597,148
Kaufman County (M&O)	11.8%	\$ 3,132,574	=	\$ 3,132,574	+	\$ -	+	\$ -
Road and Bridge	3.0%	\$ 789,750	=	\$ 789,750	+	\$ -	+	\$ -
Trinity Valley CC	4.9%	\$ 1,295,350	=	\$ 1,295,350	+	\$ -	+	\$ -
Kaufman ISD	53.9%	\$ 14,246,722	=	\$ 14,246,722	+	\$ -	+	\$ -
	100.0%	\$ 26,445,304		\$ 24,848,157		\$ -		\$ 1,597,148
		100.0%		94.0%		0.0%		6.0%

TOTAL PARTICIPATION		TOTAL	REAL PROPERTY		PERSONAL		SALES	
City of Kaufman (M&O)	64.6%	\$ 4,037,820	=	\$ 4,037,820	+	\$ -	+	\$ -
Kaufman County (M&O)	25.1%	\$ 1,566,287	=	\$ 1,566,287	+	\$ -	+	\$ -
Road and Bridge	0.0%	\$ -	=	\$ -	+	\$ -	+	\$ -
Trinity Valley CC	10.4%	\$ 647,675	=	\$ 647,675	+	\$ -	+	\$ -
Kaufman ISD	0.0%	\$ -	=	\$ -	+	\$ -	+	\$ -
	100.0%	\$ 6,251,782		\$ 6,251,782		\$ -		\$ -
		100.0%		100.0%		0.0%		0.0%

NET BENEFIT		TOTAL	REAL PROPERTY		PERSONAL		SALES	
City of Kaufman (M&O)	14.6%	\$ 2,943,088	=	\$ 1,345,940	+	\$ -	+	\$ 1,597,148
Kaufman County (M&O)	7.8%	\$ 1,566,287	=	\$ 1,566,287	+	\$ -	+	\$ -
Road and Bridge	3.9%	\$ 789,750	=	\$ 789,750	+	\$ -	+	\$ -
Trinity Valley CC	3.2%	\$ 647,675	=	\$ 647,675	+	\$ -	+	\$ -
Kaufman ISD	70.6%	\$ 14,246,722	=	\$ 14,246,722	+	\$ -	+	\$ -
	100.0%	\$ 20,193,522		\$ 18,596,374		\$ -		\$ 1,597,148
		100.0%		92.1%		0.0%		7.9%

Financial Feasibility Analysis

TAX REVENUE PROJECTIONS & COST-BENEFIT ANALYSIS																																		
		Calendar Year	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
TOTAL TAX REVENUE																																		
MIXED USE FACILITY		2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	
	Taxable Value Per SF	-	-	250	255	260	265	271	276	282	287	293	299	305	311	317	323	330	336	343	350	357	364	371	379	386	394	402	410	418	427	435	444	
	Percentage Complete	-	-	0%	0%	0%	0%	0%	0%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	
	Cumulative SF	-	-	-	-	-	-	-	-	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	
	TAXABLE VALUE	-	-	-	-	-	-	-	-	4,223,109	4,307,571	4,393,723	4,481,597	4,571,229	4,662,654	4,755,907	4,851,025	4,948,045	5,047,006	5,147,946	5,250,905	5,355,923	5,463,042	5,572,303	5,683,749	5,797,424	5,913,372	6,031,640	6,152,272	6,275,318	6,400,824	6,528,841	6,659,418	
RESIDENTIAL	Cumulative Units	-	-	-	-	-	-	-	-	-	-	69	69	69	69	69	69	69	69	69	69	69	69	69	69	69	69	69	69	69	69	69	69	
	Taxable Value Per Unit	-	-	450,000	459,000	468,180	477,544	487,094	496,836	506,773	516,909	527,247	537,792	548,547	559,518	570,709	582,123	593,765	605,641	617,754	630,109	642,711	655,565	668,676	682,050	695,691	709,605	723,797	738,273	753,038	768,099	783,461	799,130	
	TAXABLE VALUE	-	-	-	-	-	-	-	-	-	-	36,380,024	37,107,624	37,849,777	38,606,772	39,378,908	40,166,486	40,969,816	41,789,212	42,624,996	43,477,496	44,347,046	45,233,987	46,138,667	47,061,440	48,002,669	48,962,722	49,941,977	50,940,816	51,959,632	52,998,825	54,058,802	55,139,978	
REAL PROPERTY		Taxable Value	-	-	-	-	-	-	-	4,223,109	4,307,571	40,773,746	41,589,221	42,421,006	43,269,426	44,134,814	45,017,511	45,917,861	46,836,218	47,772,943	48,728,401	49,702,969	50,697,029	51,710,969	52,745,189	53,800,093	54,876,094	55,973,616	57,093,089	58,234,950	59,399,649	60,587,642	61,799,395	
City of Kaufman (M&O) Kaufman County (M&O) Road and Bridge Trinity Valley CC Kaufman ISD		-	-	-	-	-	-	-	-	20,271	20,676	195,715	199,629	203,622	207,694	211,848	216,085	220,407	224,815	229,311	233,897	238,575	243,347	248,214	253,178	258,241	263,406	268,674	274,048	279,529	285,119	290,822	296,638	
		-	-	-	-	-	-	-	-	11,795	12,031	113,878	116,155	118,478	120,848	123,265	125,730	128,245	130,810	133,426	136,095	138,816	141,593	144,425	147,313	150,259	153,265	156,330	159,456	162,646	165,898	169,216	172,601	
		-	-	-	-	-	-	-	-	2,974	3,033	28,710	29,284	29,869	30,467	31,076	31,698	32,332	32,978	33,638	34,311	34,997	35,697	36,411	37,139	37,882	38,639	39,412	40,200	41,004	41,824	42,661	43,514	
		-	-	-	-	-	-	-	-	4,877	4,975	47,090	48,031	48,992	49,972	50,971	51,991	53,031	54,091	55,173	56,276	57,402	58,550	59,721	60,915	62,134	63,376	64,644	65,937	67,256	68,601	69,973	71,372	
		-	-	-	-	-	-	-	-	53,642	54,715	517,908	528,266	538,832	549,608	560,600	571,812	583,249	594,914	606,812	618,948	631,327	643,954	656,833	669,969	683,369	697,036	710,977	725,196	739,700	754,494	769,584	784,976	
Total		-	-	-	-	-	-	-	-	93,559	95,430	903,300	921,366	938,793	958,589	977,761	997,316	1,017,262	1,037,608	1,058,360	1,079,527	1,101,117	1,123,140	1,145,603	1,168,515	1,191,885	1,215,723	1,240,037	1,264,838	1,290,135	1,315,937	1,342,256	1,369,101	
PERSONAL PROPERTY		Taxable Value	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
City of Kaufman (M&O) Kaufman County (M&O) Road and Bridge Trinity Valley CC Kaufman ISD		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Total		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
SALES TAX		Taxable Value	-	-	-	-	-	-	-	3,000,000	3,060,000	3,121,200	3,183,624	3,247,296	3,312,242	3,378,487	3,446,057	3,514,978	3,585,278	3,656,983	3,730,123	3,804,725	3,880,820	3,958,436	4,037,605	4,118,357	4,200,724	4,284,739	4,370,434	4,457,842	4,546,999	4,637,939	4,730,698	
Total		-	-	-	-	-	-	-	-	52,500	53,550	54,621	55,713	56,828	57,964	59,124	60,306	61,512	62,742	63,997	65,277	66,583	67,914	69,273	70,658	72,071	73,513	74,983	76,483	78,012	79,572	81,164	82,787	
SUMMARY																																		
City of Kaufman (M&O) Kaufman County (M&O) Road and Bridge Trinity Valley CC Kaufman ISD		-	-	-	-	-	-	-	-	72,771	74,226	250,336	255,342	260,449	265,658	270,971	276,391	281,919	287,557	293,308	299,174	305,158	311,261	317,486	323,836	330,313	336,919	343,657	350,530	357,541	364,692	371,986	379,425	
		-	-	-	-	-	-	-	-	11,795	12,031	113,878	116,155	118,478	120,848	123,265	125,730	128,245	130,810	133,426	136,095	138,816	141,593	144,425	147,313	150,259	153,265	156,330	159,456	162,646	165,898	169,216	172,601	
		-	-	-	-	-	-	-	-	2,974	3,033	28,710	29,284	29,869	30,467	31,076	31,698	32,332	32,978	33,638	34,311	34,997	35,697	36,411	37,139	37,882	38,639	39,412	40,200	41,004	41,824	42,661	43,514	
		-	-	-	-	-	-	-	-	4,877	4,975	47,090	48,031	48,992	49,972	50,971	51,991	53,031	54,091	55,173	56,276	57,402	58,550	59,721	60,915	62,134	63,376	64,644	65,937	67,256	68,601	69,973	71,372	
		-	-	-	-	-	-	-	-	53,642	54,715	517,908	528,266	538,832	549,608	560,600	571,812	583,249	594,914	606,812	618,948	631,327	643,954	656										

PHASE THREE : INPUT & OUTPUT

► INPUT

INFLATION RATE	2.00%
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DISCOUNT RATE	6.00%
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REAL PROPERTY TAX		PARTICIPATION	
City of Kaufman (M&O)	0.48000180	75%	0.3600014
Kaufman County (M&O)	0.27929200	50%	0.1396460
Road and Bridge	0.07041200	0%	0.0000000
Trinity Valley CC	0.11549000	50%	0.0577450
Kaufman ISD	1.27020000	0%	0.0000000
	2.21539580		0.5573924

PERSONAL PROPERTY TAX		PARTICIPATION	
City of Kaufman (M&O)	0.48000180	0%	0.0000000
Kaufman County (M&O)	0.27929200	0%	0.0000000
Road and Bridge	0.07041200	0%	0.0000000
Trinity Valley CC	0.11549000	0%	0.0000000
Kaufman ISD	1.27020000	0%	0.0000000
	2.21539580		0.0000000

City of Kaufman Sales Tax	0.01000000	0%	0.0000000
City Property Tax Reduction	0.00500000	0%	0.0000000
Street Maintenance	0.00250000	0%	0.0000000
	0.01750000		0.0000000

PHASE THREE		Final Delivery	AREA SF/UNITS	REAL PROPERTY \$ / SF TAX VALUE		BPP \$ / SF TAX VALUE		SALES \$ / SF TAX VALUE	
	MULTIFAMILY	2027	165	\$ 150,000	\$ 24,750,000		\$ -	\$ -	\$ -
	OFFICE	2026	34,323	\$ 150	\$ 5,148,450			\$ -	\$ -
	TOTAL				29,898,450		-		-

► OUTPUT

TOTAL TAX REVENUE		TOTAL	REAL PROPERTY		PERSONAL		SALES	
City of Kaufman (M&O)	21.7%	\$ 5,301,884	=	\$ 5,301,884	+	\$ -	+	\$ -
Kaufman County (M&O)	12.6%	\$ 3,084,934	=	\$ 3,084,934	+	\$ -	+	\$ -
Road and Bridge	3.2%	\$ 777,739	=	\$ 777,739	+	\$ -	+	\$ -
Trinity Valley CC	5.2%	\$ 1,275,651	=	\$ 1,275,651	+	\$ -	+	\$ -
Kaufman ISD	57.3%	\$ 14,030,058	=	\$ 14,030,058	+	\$ -	+	\$ -
	100.0%	\$ 24,470,265		\$ 24,470,265		\$ -		\$ -
		100.0%		100.0%		0.0%		0.0%

TOTAL PARTICIPATION		TOTAL	REAL PROPERTY		PERSONAL		SALES	
City of Kaufman (M&O)	64.6%	\$ 3,976,413	=	\$ 3,976,413	+	\$ -	+	\$ -
Kaufman County (M&O)	25.1%	\$ 1,542,467	=	\$ 1,542,467	+	\$ -	+	\$ -
Road and Bridge	0.0%	\$ -	=	\$ -	+	\$ -	+	\$ -
Trinity Valley CC	10.4%	\$ 637,825	=	\$ 637,825	+	\$ -		\$ -
Kaufman ISD	0.0%	\$ -	=	\$ -	+	\$ -	+	\$ -
	100.0%	\$ 6,156,705		\$ 6,156,705		\$ -		\$ -
		100.0%		100.0%		0.0%		0.0%

NET BENEFIT		TOTAL	REAL PROPERTY		PERSONAL		SALES	
City of Kaufman (M&O)	7.2%	\$ 1,325,471	=	\$ 1,325,471	+	\$ -	+	\$ -
Kaufman County (M&O)	8.4%	\$ 1,542,467	=	\$ 1,542,467	+	\$ -	+	\$ -
Road and Bridge	4.2%	\$ 777,739	=	\$ 777,739	+	\$ -	+	\$ -
Trinity Valley CC	3.5%	\$ 637,825	=	\$ 637,825	+	\$ -	+	\$ -
Kaufman ISD	76.6%	\$ 14,030,058	=	\$ 14,030,058	+	\$ -	+	\$ -
	100.0%	\$ 18,313,560		\$ 18,313,560		\$ -		\$ -
		100.0%		100.0%		0.0%		0.0%

Financial Feasibility Analysis

TAX REVENUE PROJECTIONS & COST-BENEFIT ANALYSIS

Calendar Year		0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31		
TOTAL TAX REVENUE																																			
		2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051		
MULTIFAMILY	Cumulative Units	-	-	-	-	-	-	-	-	165	180	180	180	180	180	180	180	180	180	180	180	180	180	180	180	180	180	180	180	180	180	180	180		
	Taxable Value Per Unit	-	-	150,000	153,000	156,060	159,181	162,365	165,612	168,924	172,303	175,749	179,264	182,849	186,506	190,236	194,041	197,922	201,880	205,918	210,036	214,237	218,522	222,892	227,350	231,897	236,535	241,266	246,091	251,013	256,033	261,154	266,377		
	MF Taxable Value	-	-	-	-	-	-	-	-	27,872,520	31,014,513	31,634,803	32,267,499	32,912,849	33,571,106	34,242,528	34,927,379	35,625,927	36,338,445	37,065,214	37,806,518	38,562,649	39,333,902	40,120,580	40,922,991	41,741,451	42,576,280	43,427,806	44,296,362	45,182,289	46,085,935	47,007,654	47,947,807		
OFFICE	Taxable Value Per SF	-	-	150	153	156	159	162	166	169	172	176	179	183	187	190	194	198	202	206	210	214	219	223	227	232	237	241	246	251	256	261	266		
	Percentage Complete	-	-	0%	0%	0%	0%	0%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%		
	Cumulative SF	-	-	34,323	34,323	34,323	34,323	34,323	34,323	34,323	34,323	34,323	34,323	34,323	34,323	34,323	34,323	34,323	34,323	34,323	34,323	34,323	34,323	34,323	34,323	34,323	34,323	34,323	34,323	34,323	34,323	34,323	34,323		
	TAXABLE VALUE	-	-	-	-	-	-	-	5,684,305	5,797,991	5,913,951	6,032,230	6,152,874	6,275,932	6,401,450	6,529,479	6,660,069	6,793,270	6,929,136	7,067,719	7,209,073	7,353,254	7,500,319	7,650,326	7,803,332	7,959,399	8,118,587	8,280,859	8,446,578	8,615,509	8,787,820	8,963,576	9,142,848		
REAL PROPERTY	Taxable Value	-	-	-	-	-	-	-	5,684,305	33,670,511	36,928,464	37,667,033	38,420,374	39,188,781	39,972,557	40,772,008	41,587,448	42,419,197	43,267,581	44,132,933	45,015,591	45,915,903	46,834,221	47,770,906	48,726,324	49,700,850	50,694,867	51,708,764	52,742,940	53,797,799	54,873,755	55,971,230	57,090,654	GROSS	
City of Kaufman (M&O)	-	-	-	-	-	-	-	-	27,285	161,619	177,257	180,802	184,418	188,107	191,869	195,706	199,620	203,613	207,685	211,839	216,076	220,397	224,805	229,301	233,887	238,565	243,336	248,203	253,167	258,230	263,395	268,663	274,036	5,301,884	
Kaufman County (M&O)	-	-	-	-	-	-	-	-	15,876	94,039	103,138	105,201	107,305	109,451	111,640	113,873	116,150	118,473	120,843	123,260	125,725	128,239	130,804	133,420	136,089	138,810	141,587	144,418	147,307	150,253	153,258	156,323	159,450	3,084,934	
Road and Bridge	-	-	-	-	-	-	-	-	4,002	23,708	26,002	26,522	27,053	27,594	28,145	28,708	29,283	29,868	30,466	31,075	31,696	32,330	32,977	33,636	34,309	34,995	35,695	36,409	37,137	37,880	38,638	39,410	40,199	777,739	
Trinity Valley CC	-	-	-	-	-	-	-	-	6,565	38,886	42,649	43,502	44,372	45,259	46,164	47,088	48,029	48,990	49,970	50,969	51,989	53,028	54,089	55,171	56,274	57,400	58,548	59,718	60,913	62,131	63,374	64,641	65,934	1,275,651	
Kaufman ISD	-	-	-	-	-	-	-	-	72,202	427,683	469,065	478,447	488,016	497,776	507,731	517,886	528,244	538,809	549,585	560,577	571,788	583,224	594,888	606,786	618,922	631,300	643,926	656,805	669,941	683,340	697,006	710,947	725,165	14,030,058	
Total	-	-	-	-	-	-	-	-	125,930	745,935	818,112	834,474	851,163	868,187	885,550	903,261	921,327	939,753	958,548	977,719	997,274	1,017,219	1,037,563	1,058,315	1,079,481	1,101,071	1,123,092	1,145,554	1,168,465	1,191,834	1,215,671	1,239,984	1,264,784	24,470,265	
PERSONAL PROPERTY	Taxable Value	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	GROSS	
City of Kaufman (M&O)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Kaufman County (M&O)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Road and Bridge	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Trinity Valley CC	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Kaufman ISD	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Total	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SALES PF	Taxable Value	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
SALES TAX	Taxable Value	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Total	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SUMMARY																																			
City of Kaufman (M&O)	-	-	-	-	-	-	-	-	27,285	161,619	177,257	180,802	184,418	188,107	191,869	195,706	199,620	203,613	207,685	211,839	216,076	220,397	224,805	229,301	233,887	238,565	243,336	248,203	253,167	258,230	263,395	268,663	274,036	GROSS	
Kaufman County (M&O)	-	-	-	-	-	-	-	-	15,876	94,039	103,138	105,201	107,305	109,451	111,640	113,873	116,150	118,473	120,843	123,260	125,725	128,239	130,804	133,420	136,089	138,810	141,587	144,418	147,307	150,253	153,258	156,323	159,450	3,084,934	
Road and Bridge	-	-	-	-	-	-	-	-	4,002	23,708	26,002	26,522	27,053	27,594	28,145	28,708	29,283	29,868	30,466	31,075	31,696	32,330	32,977	33,636	34,309	34,995	35,695	36,409	37,137	37,880	38,638	39,410	40,199	777,739	
Trinity Valley CC	-	-	-	-	-	-	-	-	6,565	38,886	42,649	43,502	44,372	45,259	46,164	47,088	48,029	48,990	49,970	50,969	51,989	53,028	54,089	55,171	56,274	57,400	58,548	59,718	60,913	62,131	63,374	64,641	65,934	1,275,651	
Kaufman ISD	-	-	-	-	-	-	-	-	72,202	427,683	469,065	478,447	488,016	497,776	507,731	517,886	528,244	538,809	549,585	560,577	571,788	583,224	594,888	606,786	618,922	631,300	643,926	656,805	669,941	683,340	697,006	710,947	725,165	14,030,058	
Total	-	-	-	-	-	-	-	-	125,930	745,935	818,112	834,474	851,163	868,187	885,550	903,261	921,327	939,753	958,548	977,719	997,274	1,017,219	1,037,563	1,058,315	1,079,481	1,101,071	1,123,092	1,145,554	1,168,465	1,191,834	1,215,671	1,239,984	1,264,784	24,470,265	
PARTICIPATION																																			
REAL PROPERTY	Taxable Value	-	-	-	-	-	-	-	5,684,305	33,670,511	36,928,464	37,667,033	38,420,374	39,188,781	39,972,557	40,772,008	41,587,448	42,419,197	43,267,581	44,132,933	45,015,591	45,915,903	46,834,221	47,770,906	48,726,324	49,700,850	50,694,867	51,708,764	52,742,940	53,797,799	54,873,755	55,971,230	57,090,654	GROSS	
City of Kaufman (M&O)	-	-	-	-	-	-	-	-	20,464	121,214	132,943	135,602	138,314	141,080	143,902	146,780	149,715	152,710	155,764	158,879	162,057	165,298	168,604	171,976	175,415	178,924	182,502	186,152	189,875	193,673	197,546	201,497	205,527	3,976,413	
Kaufman County (M&O)	-	-	-	-	-	-	-	-	7,938	47,020	51,569	52,601	53,653	54,726	55,820	56,936	58,075	59,237	60,421	61,630	62,862	64,120	65,402	66,710	68,044	69,405	70,793	72,209	73,653	75,126	76,629	78,162	79,725	1,542,467	
Road and Bridge	-	-	-	-	-	-	-	-	4,002	23,708	26,002	26,522	27,053	27,594	28,145	28,708	29,283	29,868	30,466	31,075	31,696	32,330	32,977	33,636	34,309	34,995	35,695	36,409	37,137	37,880	38,638	39,410	40,199	777,739	
Trinity Valley CC	-	-	-	-	-	-	-	-	3,282	19,443	21,324	21,751	22,186	22,630	23,082	23,544	24,015	24,495	24,985	25,485	25,994	26,514	27,044	27,585	28,137	28,700	29,274	29,859	30,456	31,066	31,687	32,321	32,967	637,825	
Kaufman ISD	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Total	-	-	-	-	-	-	-	-	31,684	187,677	205,836	209,953	214,152	218,435	222,804	227,260	231,805	236,441	241,170	245,994	250,913	255,932	261,050	266,271	271,597	277,029	282,569	288,221	293,985	299,865	305,862	311,979	318,219	324,478	6,156,705
PERSONAL PROPERTY	Taxable Value	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	GROSS
City of Kaufman (M&O)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Kaufman County (M&O)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-																			

TIRZ #2 Additional Development : INPUT & OUTPUT

INPUT

INFLATION RATE	2.00%
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DISCOUNT RATE	6.00%
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REAL PROPERTY TAX		PARTICIPATION	
City of Kaufman (M&O)	0.48000180	75%	0.3600014
Kaufman County (M&O)	0.27929200	50%	0.1396460
Road and Bridge	0.07041200	0%	0.0000000
Trinity Valley CC	0.11549000	50%	0.0577450
Kaufman ISD	1.27020000	0%	0.0000000
2.21539580			0.5573924

PERSONAL PROPERTY TAX		PARTICIPATION	
City of Kaufman (M&O)	0.48000180	0%	0.0000000
Kaufman County (M&O)	0.27929200	0%	0.0000000
Road and Bridge	0.07041200	0%	0.0000000
Trinity Valley CC	0.11549000	0%	0.0000000
Kaufman ISD	1.27020000	0%	0.0000000
2.21539580			0.0000000

City of Kaufman Sales Tax	0.01000000	0%	0.0000000
City Property Tax Reduction	0.00500000	0%	0.0000000
Street Maintenance	0.00250000	0%	0.0000000
0.01750000			0.0000000

TIRZ #2 ADDITIONAL DEVELOPMENT		Final Delivery	AREA SF/UNITS	REAL PROPERTY		BPP		SALES	
				\$ / SF	TAX VALUE	\$ / SF	TAX VALUE	\$ / SF	TAX VALUE
MULTIFAMILY	2026	94	\$ 150,000	\$ 14,100,000	\$ -	\$ -	\$ -	\$ -	-
COMMERCIAL	2025	30,000	\$ 250	\$ 7,500,000	\$ 1.00	\$ 30,000	\$ 250.00	\$ 7,500,000	
TOTAL				21,600,000	30,000	7,500,000			

OUTPUT

TOTAL TAX REVENUE	TOTAL	REAL PROPERTY	PERSONAL PROPERTY	SALES
City of Kaufman (M&O)	37.8% \$ 8,124,831	= \$ 3,705,525	+ \$ -	+ \$ 4,419,306
Kaufman County (M&O)	10.0% \$ 2,156,083	= \$ 2,156,083	+ \$ -	+ \$ -
Road and Bridge	2.5% \$ 543,568	= \$ 543,568	+ \$ -	+ \$ -
Trinity Valley CC	4.1% \$ 891,561	= \$ 891,561	+ \$ -	+ \$ -
Kaufman ISD	45.6% \$ 9,805,709	= \$ 9,805,709	+ \$ -	+ \$ -
100.0%	21,521,752	\$ 17,102,445	\$ -	\$ 4,419,306
	100.0%	79.5%	0.0%	20.5%

TOTAL PARTICIPATION	TOTAL	REAL PROPERTY	PERSONAL PROPERTY	SALES
City of Kaufman (M&O)	64.6% \$ 2,779,144	= \$ 2,779,144	+ \$ -	+ \$ -
Kaufman County (M&O)	25.1% \$ 1,078,041	= \$ 1,078,041	+ \$ -	+ \$ -
Road and Bridge	0.0% \$ -	= \$ -	+ \$ -	+ \$ -
Trinity Valley CC	10.4% \$ 445,781	= \$ 445,781	+ \$ -	+ \$ -
Kaufman ISD	0.0% \$ -	= \$ -	+ \$ -	+ \$ -
100.0%	4,302,966	\$ 4,302,966	\$ -	\$ -
	100.0%	100.0%	0.0%	0.0%

NET BENEFIT	TOTAL	REAL PROPERTY	PERSONAL PROPERTY	SALES
City of Kaufman (M&O)	31.0% \$ 5,345,688	= \$ 926,381	+ \$ -	+ \$ 4,419,306
Kaufman County (M&O)	6.3% \$ 1,078,041	= \$ 1,078,041	+ \$ -	+ \$ -
Road and Bridge	3.2% \$ 543,568	= \$ 543,568	+ \$ -	+ \$ -
Trinity Valley CC	2.6% \$ 445,781	= \$ 445,781	+ \$ -	+ \$ -
Kaufman ISD	56.9% \$ 9,805,709	= \$ 9,805,709	+ \$ -	+ \$ -
100.0%	17,218,786	\$ 12,799,480	\$ -	\$ 4,419,306
	100.0%	74.3%	0.0%	25.7%

Financial Feasibility Analysis

TAX REVENUE PROJECTIONS & COST-BENEFIT ANALYSIS																																		
Calendar Year		0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
TOTAL TAX REVENUE																																		
MULTIFAMILY		2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	
	Cumulative Units	-	-	-	-	-	-	-	94	94	94	94	94	94	94	94	94	94	94	94	94	94	94	94	94	94	94	94	94	94	94	94	94	
	Taxable Value Per Unit	-	-	150,000	153,000	156,060	159,181	162,365	165,612	168,924	172,303	175,749	179,264	182,849	186,506	190,236	194,041	197,922	201,880	205,918	210,036	214,237	218,522	222,892	227,350	231,897	236,535	241,266	246,091	251,013	256,033	261,154	266,377	
	MF Taxable Value	-	-	-	-	-	-	-	15,567,539	15,878,890	16,196,468	16,520,397	16,850,805	17,187,821	17,531,578	17,882,209	18,239,853	18,604,651	18,976,744	19,356,278	19,743,404	20,138,272	20,541,038	20,951,858	21,370,895	21,798,313	22,234,280	22,678,965	23,132,545	23,595,195	24,067,099	24,548,441	25,039,410	
	Taxable Value Per SF	-	-	250	255	260	265	271	276	282	287	293	299	305	311	317	323	330	336	343	350	357	364	371	379	386	394	402	410	418	427	435	444	
COMMERCIAL	Percentage Complete	-	-	0%	0%	0%	0%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	
	Cumulative SF	-	-	-	-	-	-	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	
	TAXABLE VALUE	-	-	-	-	-	-	8,118,241	8,280,606	8,446,218	8,615,143	8,787,445	8,963,194	9,142,458	9,325,307	9,511,813	9,702,050	9,896,091	10,094,013	10,295,893	10,501,811	10,711,847	10,926,084	11,144,605	11,367,498	11,594,848	11,826,744	12,063,279	12,304,545	12,550,636	12,801,649	13,057,682	13,318,835	
	Taxable Value	-	-	-	-	-	-	8,118,241	23,848,145	24,325,108	24,811,610	25,307,843	25,813,999	26,330,279	26,856,885	27,394,023	27,941,903	28,500,741	29,070,756	29,652,171	30,245,215	30,850,119	31,467,121	32,096,464	32,738,393	33,393,161	34,061,024	34,742,245	35,437,089	36,145,831	36,868,748	37,606,123	38,358,245	
	City of Kaufman (M&O)	-	-	-	-	-	-	38,968	114,472	116,761	119,096	121,478	123,908	126,386	128,914	131,492	134,122	136,804	139,540	142,331	145,178	148,081	151,043	154,064	157,145	160,288	163,494	166,763	170,099	173,501	176,971	180,510	184,120	GROSS
Kaufman County (M&O)	-	-	-	-	-	-	22,674	66,606	67,938	69,297	70,683	72,096	73,538	75,009	76,509	78,040	79,600	81,192	82,816	84,472	86,162	87,885	89,643	91,436	93,264	95,130	97,032	98,973	100,952	102,971	105,031	107,132	2,156,083	
Road and Bridge	-	-	-	-	-	-	5,716	16,792	17,128	17,470	17,820	18,176	18,540	18,910	19,289	19,674	20,068	20,469	20,879	21,296	21,722	22,157	22,600	23,052	23,513	23,983	24,463	24,952	25,451	25,960	26,479	27,009	543,568	
Trinity Valley CC	-	-	-	-	-	-	9,376	27,542	28,093	28,655	29,228	29,813	30,409	31,017	31,637	32,270	32,916	33,574	34,245	34,930	35,629	36,341	37,068	37,810	38,566	39,337	40,124	40,926	41,745	42,580	43,431	44,300	891,561	
Kaufman ISD	-	-	-	-	-	-	103,118	302,919	308,978	315,157	321,460	327,889	334,447	341,136	347,959	354,918	362,016	369,257	376,642	384,175	391,858	399,695	407,689	415,843	424,160	432,643	441,296	450,122	459,124	468,307	477,673	487,226	9,805,709	
Total	-	-	-	-	-	-	179,851	528,331	538,897	549,675	560,669	571,882	583,320	594,986	606,886	619,024	631,404	644,032	656,913	670,051	683,452	697,121	711,064	725,285	739,791	754,586	769,678	785,072	800,773	816,789	833,124	849,787	17,102,445	
PERSONAL PROPERTY	Taxable Value	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	GROSS
	City of Kaufman (M&O)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Kaufman County (M&O)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Road and Bridge	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Trinity Valley CC	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Kaufman ISD	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SALES TAX	Taxable Value	-	-	-	-	-	-	7,500,000	7,650,000	7,803,000	7,959,060	8,118,241	8,280,606	8,446,218	8,615,143	8,787,445	8,963,194	9,142,458	9,325,307	9,511,813	9,702,050	9,896,091	10,094,013	10,295,893	10,501,811	10,711,847	10,926,084	11,144,605	11,367,498	11,594,848	11,826,744	12,063,279	12,304,545	GROSS
	Total	-	-	-	-	-	-	131,250	133,875	136,553	139,284	142,069	144,911	147,809	150,765	153,780	156,856	159,993	163,193	166,457	169,786	173,182	176,645	180,178	183,782	187,457	191,206	195,031	198,931	202,910	206,968	211,107	215,330	4,419,306
		-	-	-	-	-	-	131,250	133,875	136,553	139,284	142,069	144,911	147,809	150,765	153,780	156,856	159,993	163,193	166,457	169,786	173,182	176,645	180,178	183,782	187,457	191,206	195,031	198,931	202,910	206,968	211,107	215,330	4,419,306
		-	-	-	-	-	-	131,250	133,875	136,553	139,284	142,069	144,911	147,809	150,765	153,780	156,856	159,993	163,193	166,457	169,786	173,182	176,645	180,178	183,782	187,457	191,206	195,031	198,931	202,910	206,968	211,107	215,330	4,419,306
		-	-	-	-	-	-	131,250	133,875	136,553	139,284	142,069	144,911	147,809	150,765	153,780	156,856	159,993	163,193	166,457	169,786	173,182	176,645	180,178	183,782	187,457	191,206	195,031	198,931	202,910	206,968	211,107	215,330	4,419,306
SUMMARY	City of Kaufman (M&O)	-	-	-	-</																													

TIRZ #2A : INPUT & OUTPUT

INPUT

INFLATION RATE	2.00%
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DISCOUNT RATE	6.00%
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REAL PROPERTY TAX		PARTICIPATION	
City of Kaufman (M&O)	0.48000180	75%	0.3600014
Kaufman County (M&O)	0.27929200	0%	0.0000000
Road and Bridge	0.07041200	0%	0.0000000
Trinity Valley CC	0.11549000	0%	0.0000000
Kaufman ISD	1.27020000	0%	0.0000000
2.21539580			0.3600014

PERSONAL PROPERTY TAX		PARTICIPATION	
City of Kaufman (M&O)	0.48000180	0%	0.0000000
Kaufman County (M&O)	0.27929200	0%	0.0000000
Road and Bridge	0.07041200	0%	0.0000000
Trinity Valley CC	0.11549000	0%	0.0000000
Kaufman ISD	1.27020000	0%	0.0000000
2.21539580			0.0000000

City of Kaufman Sales Tax	0.01000000	0%	0.0000000
City Property Tax Reduction	0.00500000	0%	0.0000000
Street Maintenance	0.00250000	0%	0.0000000
0.01750000			0.0000000

TIRZ #2A		Final Delivery	AREA SF/UNITS	REAL PROPERTY		BPP		SALES	
				\$ / SF	TAX VALUE	\$ / SF	TAX VALUE	\$ / SF	TAX VALUE
	RESIDENTIAL (Single Family)	2026, 2028, 2030	134	\$ 560,000	\$ 75,040,000	\$ -	\$ -	\$ -	\$ -
	RESIDENTIAL (Townhomes)	2026, 2028, 2030	93	\$ 440,000	\$ 40,920,000	\$ 1.00	\$ 93	\$ -	\$ -
	MULTIFAMILY	2024	199	\$ 150,000	\$ 29,850,000	\$ 2.00	\$ 398	\$ -	\$ -
	MULTIFAMILY	2026	156	\$ 150,000	\$ 23,400,000	\$ 3.00	\$ 468	\$ -	\$ -
	RESIDENTIAL	2027 & 2029	93	\$ 250,000	\$ 23,250,000	\$ 4.00	\$ 372	\$ -	\$ -
	COMMERCIAL	2030	110,000	\$ 250	\$ 27,500,000	\$ 5.00	\$ 550,000	\$250.00	\$ 27,500,000
	TOTAL				219,960,000		551,331		27,500,000

OUTPUT

TOTAL TAX REVENUE		TOTAL	REAL PROPERTY		PERSONAL		SALES	
City of Kaufman (M&O)	27.2%	\$ 47,945,497	=	\$ 35,537,276	+	\$ -	+	\$ 12,408,221
Kaufman County (M&O)	11.7%	\$ 20,677,582	=	\$ 20,677,582	+	\$ -	+	\$ -
Road and Bridge	3.0%	\$ 5,213,003	=	\$ 5,213,003	+	\$ -	+	\$ -
Trinity Valley CC	4.8%	\$ 8,550,385	=	\$ 8,550,385	+	\$ -	+	\$ -
Kaufman ISD	53.3%	\$ 94,040,163	=	\$ 94,040,163	+	\$ -	+	\$ -
	100.0%	\$ 176,426,629		\$ 164,018,408		\$ -		\$ 12,408,221
		100.0%		93.0%		0.0%		7.0%

TOTAL PARTICIPATION		TOTAL	REAL PROPERTY		PERSONAL		SALES	
City of Kaufman (M&O)	100.0%	\$ 26,652,957	=	\$ 26,652,957	+	\$ -	+	\$ -
Kaufman County (M&O)	0.0%	\$ -	=	\$ -	+	\$ -	+	\$ -
Road and Bridge	0.0%	\$ -	=	\$ -	+	\$ -	+	\$ -
Trinity Valley CC	0.0%	\$ -	=	\$ -	+	\$ -		\$ -
Kaufman ISD	0.0%	\$ -	=	\$ -	+	\$ -	+	\$ -
	100.0%	\$ 26,652,957		\$ 26,652,957		\$ -		\$ -
		100.0%		100.0%		0.0%		0.0%

NET BENEFIT		TOTAL	REAL PROPERTY		PERSONAL		SALES	
City of Kaufman (M&O)	14.2%	\$ 21,292,540	=	\$ 8,884,319	+	\$ -	+	\$ 12,408,221
Kaufman County (M&O)	13.8%	\$ 20,677,582	=	\$ 20,677,582	+	\$ -	+	\$ -
Road and Bridge	3.5%	\$ 5,213,003	=	\$ 5,213,003	+	\$ -	+	\$ -
Trinity Valley CC	5.7%	\$ 8,550,385	=	\$ 8,550,385	+	\$ -	+	\$ -
Kaufman ISD	62.8%	\$ 94,040,163	=	\$ 94,040,163	+	\$ -	+	\$ -
	100.0%	\$ 149,773,673		\$ 137,365,451		\$ -		\$ 12,408,221
		100.0%		91.7%		0.0%		8.3%

Financial Feasibility Analysis

TAX REVENUE PROJECTIONS & COST-BENEFIT ANALYSIS

Calendar Year		0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
TOTAL TAX REVENUE																																		
		2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	
RESIDENTIAL (Single Family)	Cumulative Units	-	-	-	-	-	-	-	45	45	89	89	134	134	134	134	134	134	134	134	134	134	134	134	134	134	134	134	134	134	134	134	134	
	Taxable Value Per Unit	-	-	560,000	571,200	582,624	594,276	606,162	618,285	630,651	643,264	656,129	669,252	682,637	696,290	710,215	724,420	738,908	753,686	768,760	784,135	799,818	815,814	832,131	848,773	865,749	883,064	900,725	918,739	937,114	955,856	974,974	994,473	
	MF Taxable Value	-	-	-	-	-	-	-	27,822,836	28,379,293	57,250,494	58,395,504	89,679,746	91,473,341	93,302,808	95,168,864	97,072,242	99,013,686	100,993,960	103,013,839	105,074,116	107,175,598	109,319,110	111,505,493	113,735,602	116,010,314	118,330,521	120,697,131	123,111,074	125,573,295	128,084,781	130,646,456	133,258,386	
RESIDENTIAL (Townhomes)	Cumulative Units	-	-	-	-	-	-	31	31	62	62	93	93	93	93	93	93	93	93	93	93	93	93	93	93	93	93	93	93	93	93	93	93	
	Taxable Value Per Unit	-	-	440,000	448,800	457,776	466,932	476,270	485,796	495,511	505,422	515,530	525,841	536,358	547,085	558,026	569,187	580,571	592,182	604,026	616,106	628,428	640,997	653,817	666,893	680,231	693,836	707,712	721,867	736,304	751,030	766,051	781,372	
	MF Taxable Value	-	-	-	-	-	-	-	15,059,662	15,360,855	31,336,145	31,962,868	48,903,188	49,881,252	50,878,877	51,896,454	52,934,383	53,993,071	55,072,932	56,174,391	57,297,879	58,443,836	59,612,713	60,804,967	62,021,067	63,261,488	64,526,718	65,817,252	67,133,597	68,476,269	69,844,795	71,242,711	72,667,565	
MULTIFAMILY	Cumulative Units	-	-	-	-	-	199	199	355	355	355	355	355	355	355	355	355	355	355	355	355	355	355	355	355	355	355	355	355	355	355	355	355	
	Taxable Value Per Unit	-	-	150,000	153,000	156,060	159,181	162,365	165,612	168,924	172,303	175,749	179,264	182,849	186,506	190,236	194,041	197,922	201,880	205,918	210,036	214,237	218,522	222,895	227,350	231,897	236,535	241,266	246,091	251,013	256,033	261,154	266,377	
	MF Taxable Value	-	-	-	-	-	31,677,059	32,310,600	58,792,303	59,968,149	61,167,512	62,390,862	63,638,679	64,911,453	66,209,682	67,533,876	68,884,553	70,262,244	71,667,489	73,100,839	74,562,856	76,054,113	77,575,195	79,126,699	80,709,233	82,323,417	83,969,886	85,649,284	87,362,269	89,109,515	90,891,705	92,709,539	94,563,730	
RESIDENTIAL	Cumulative Units	-	-	-	-	-	-	-	47	47	93	93	93	93	93	93	93	93	93	93	93	93	93	93	93	93	93	93	93	93	93	93	93	
	Taxable Value Per Unit	-	-	250,000	255,000	260,100	265,302	270,808	276,020	281,541	287,171	292,915	298,773	304,749	310,844	317,060	323,402	329,870	336,467	343,196	350,060	357,062	364,203	371,487	378,917	386,495	394,225	402,109	410,151	418,355	426,722	435,266	443,961	
	MF Taxable Value	-	-	-	-	-	-	-	13,232,408	13,497,057	27,241,081	27,785,902	28,341,620	28,908,453	29,486,622	30,076,354	30,677,881	31,291,439	31,917,268	32,555,613	33,206,725	33,870,860	34,548,277	35,239,242	35,944,027	36,662,908	37,396,166	38,144,089	38,906,971	39,685,111	40,478,813	41,288,398		
COMMERCIAL	Taxable Value Per SF	-	-	250	255	260	265	271	276	282	287	293	299	305	311	317	323	330	336	343	350	357	364	371	379	386	394	402	410	418	427	435	444	
	Percentage Complete	-	-	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%		
	Cumulative SF	-	-	-	-	-	-	-	-	-	-	-	-	110,000	110,000	110,000	110,000	110,000	110,000	110,000	110,000	110,000	110,000	110,000	110,000	110,000	110,000	110,000	110,000	110,000	110,000	110,000		
	TAXABLE VALUE	-	-	-	-	-	-	-	-	-	-	-	-	32,865,046	33,522,347	34,192,793	34,876,649	35,574,182	36,285,666	37,011,379	37,751,607	38,506,639	39,276,772	40,062,307	40,863,553	41,680,824	42,514,441	43,364,730	44,232,024	45,116,665	46,018,998	46,939,378	47,878,166	48,835,729
REAL PROPERTY	Taxable Value	-	-	-	-	-	31,677,059	32,310,600	101,674,801	116,940,706	163,251,207	179,990,314	262,872,561	268,130,013	273,492,613	278,962,465	284,541,714	290,232,549	296,037,200	301,957,944	307,997,103	314,157,045	320,440,186	326,848,989	333,385,969	340,053,688	346,854,762	353,791,857	360,867,695	368,085,048	375,446,749	382,955,684	390,614,798	
	City of Kaufman (M&O)	-	-	-	-	-	152,050	155,091	488,041	561,317	783,609	863,957	1,261,703	1,287,029	1,312,769	1,339,025	1,365,805	1,393,121	1,420,984	1,449,404	1,478,302	1,507,959	1,538,119	1,568,881	1,600,259	1,632,264	1,664,909	1,698,207	1,732,171	1,766,815	1,802,151	1,838,194	1,874,956	
	Kaufman County (M&O)	-	-	-	-	-	88,471	90,241	283,970	326,606	455,948	502,699	734,182	748,866	763,843	779,120	794,702	810,596	826,808	843,344	860,211	877,415	894,964	912,863	931,120	949,743	968,738	988,112	1,007,875	1,028,032	1,048,593	1,069,565	1,090,956	
Road and Bridge	-	-	-	-	-	22,304	22,751	71,591	82,340	114,948	126,735	185,094	188,796	192,572	196,423	200,352	204,359	208,446	212,615	216,867	221,204	225,628	230,141	234,744	239,439	244,227	249,112	254,094	259,176	264,360	269,647	275,040		
Trinity Valley CC	-	-	-	-	-	36,584	37,316	117,424	135,055	188,539	207,871	309,663	315,857	322,174	328,617	335,190	341,893	348,729	355,706	362,820	370,076	377,478	385,027	392,728	400,583	408,594	416,766	425,101	433,623	442,376	451,271	460,358		
Kaufman ISD	-	-	-	-	-	402,362	410,409	1,291,473	1,485,381	2,073,617	2,286,237	3,339,007	3,405,787	3,473,903	3,543,381	3,614,249	3,686,534	3,760,265	3,835,470	3,912,179	3,990,423	4,070,231	4,151,636	4,234,669	4,319,362	4,405,749	4,493,864	4,583,741	4,675,416	4,768,925	4,864,303	4,961,589	5,060,385	
Total	-	-	-	-	-	701,772	715,808	2,252,499	2,590,699	3,616,660	3,987,498	5,823,668	5,940,141	6,058,944	6,180,123	6,303,725	6,429,800	6,558,396	6,689,564	6,823,355	6,959,822	7,099,018	7,240,999	7,385,819	7,533,535	7,684,206	7,837,890	7,994,648	8,154,541	8,317,632	8,483,984	8,653,664	8,824,408	
PERSONAL PROPERTY	Taxable Value	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
	City of Kaufman (M&O)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
	Kaufman County (M&O)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Road and Bridge	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Trinity Valley CC	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Kaufman ISD	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Total	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
SALES TAX	Taxable Value	-	-	-	-	-	-	-	-	-	-	27,500,000	28,050,000	28,611,000	29,183,220	29,766,884	30,362,222	30,969,467	31,588,856	32,220,633	32,865,046	33,522,347	34,192,793	34,876,649	35,574,182	36,285,666	37,011,379	37,751,607	38,506,639	39,276,772	40,062,307	40,863,553		
	Total	-	-	-	-	-	-	-	-	-	-	-	481,250	490,875	500,693	510,706	520,920	531,339	541,966	552,805	563,861	575,138	586,641	598,374	610,341	622,548	634,999	647,699	660,653	673,866	687,344	701,090	715,112	724,088,221
		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
SUMMARY	City of Kaufman (M&O)	-	-	-	-	-	152,050	155,091	488,041	561,317	783,609	863,957	1,743,043	1,777,904	1,813,462	1,849,731	1,886,726	1,924,460	1,962,950	2,002,209	2,042,253	2,083,098	2,124,760	2,167,255	2,210,600	2,254,812	2,299,908	2,345,906	2,392,825	2,440,681	2,489,495	2,539,285	2,590,070	27,945,497
	Kaufman County (M&O)	-	-	-	-	-	88,471	90,241	283,970	326,606	455,948	502,699	734,182	748,866	763,843	779,120	794,702	810,596	826,808	843,344	860,211	877,415	894,964	912,863	931,120	949,743	968,738	988,112	1,007,875	1,028,032	1,048,593	1,069,565	1,090,956	20,677,582
	Road and Bridge	-	-	-	-	-	22,304	22,751	71,591	82,340	114,948	126,735	185,094	188,796	192,572	196,423	200,352	204,359	208,446	212,615	216,867	221,204	225,628	230,141	234,744	239,439	244,227	249,112	254,094	259,176	264,360	269,647	275,040	5,213,003
Trinity Valley CC	-	-	-	-	-	36,584	37,316	117,424	135,055	188,539	207,871	309,663	315,857	322,174	328,617	335,190	341,893	348,729	355,706	362,820	370,076	377,478	385,027	392,728	400,583	408								

Financial Feasibility Analysis - Proposed TIRZ Revenue

TAXABLE BASE YEAR GROWTH DISCOUNT RATE		2.00%	6.00%																														
		REAL PROPERTY TAX	BUSINESS PERSONAL PROPERTY TAX																														
City of Kaufman (M&O)		0.4800018	75%	0.3600014																													
Kaufman County (M&O)		0.2702520	0%	0.1360040																													
Road and Bridge		0.0704120	0%	0.0000000																													
Trinity Valley CC		0.1145800	0%	0.0571400																													
Kaufman ISD		1.2700000	0%	0.0000000																													
		0.9145800	0%	0.5541400																													
		SALES TAX																															
City of Kaufman Sales Tax		0.0300000	0.00%	0.0000000																													
City Property Tax Reduction		0.0000000	0.00%	0.0000000																													
Economic Development		0.0000000	0.00%	0.0000000																													
Street Maintenance		0.0000000	0.00%	0.0000000																													
		SALES TAX																															
City of Kaufman Sales Tax		0.0300000	0.00%	0.0000000																													
City Property Tax Reduction		0.0000000	0.00%	0.0000000																													
Economic Development		0.0000000	0.00%	0.0000000																													
Street Maintenance		0.0000000	0.00%	0.0000000																													
TAX YEAR	BASE YEAR 2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	TOTALS
BASE YEAR (Original Boundaries)																																	
City of Kaufman (M&O)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Kaufman County (M&O)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Road and Bridge		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Trinity Valley CC		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Kaufman ISD		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
TAXABLE VALUE																																	
City of Kaufman (M&O)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Kaufman County (M&O)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Road and Bridge		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Trinity Valley CC		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Kaufman ISD		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
TAXABLE VALUE INCREMENT																																	
City of Kaufman (M&O)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Kaufman County (M&O)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Road and Bridge		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Trinity Valley CC		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Kaufman ISD		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
BASE YEAR (Expanded Boundaries)																																	
City of Kaufman (M&O)		5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180		
Kaufman County (M&O)		5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180		
Road and Bridge		5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180		
Trinity Valley CC		5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180		
Kaufman ISD		5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180	5,590,180		
TAXABLE VALUE																																	
City of Kaufman (M&O)		5,701,984	5,816,023	5,932,344	6,050,991	6,172,010	6,295,451	6,421,360	6,549,787	6,680,783	6,814,398	6,950,686	7,089,700	7,231,494	7,376,124	7,523,648	7,674,119	7,827,602	7,984,154	8,143,837	8,306,713	8,472,848	8,642,305	8,815,151	8,991,454	9,171,283	9,354,708	9,541,803	9,732,639	9,927,291	10,125,868		
Kaufman County (M&O)		5,701,984	5,816,023	5,932,344	6,050,991	6,172,010	6,295,451	6,421,360	6,549,787	6,680,783	6,814,398	6,950,686	7,089,700	7,231,494	7,376,124	7,523,648	7,674,119	7,827,602	7,984,154	8,143,837	8,306,713	8,472,848	8,642,305	8,815,151	8,991,454	9,171,283	9,354,708	9,541,803	9,732,639	9,927,291	10,125,868		
Road and Bridge		5,701,984	5,816,023	5,932,344	6,050,991	6,172,010	6,295,451	6,421,360	6,549,787	6,680,783	6,814,398	6,950,686	7,089,700	7,231,494	7,376,124	7,523,648	7,674,119	7,827,602	7,984,154	8,143,837	8,306,713	8,472,848	8,642,305	8,815,151	8,991,454	9,171,283	9,354,708	9,541,803	9,732,639	9,927,291	10,125,868		
Trinity Valley CC		5,701,984	5,816,023	5,932,344	6,050,991	6,172,010	6,295,451	6,421,360	6,549,787	6,680,783	6,814,398	6,950,686	7,089,700	7,231,494	7,376,124	7,523,648	7,674,119	7,827,602	7,984,154	8,143,837	8,306,713	8,472,848	8,642,305	8,815,151	8,991,454	9,171,283	9,354,708	9,541,803	9,732,639	9,927,291	10,125,868		
Kaufman ISD		5,701,984	5,816,023	5,932,344	6,050,991	6,172,010	6,295,451	6,421,360	6,549,787	6,680,783	6,814,398	6,950,686	7,089,700	7,231,494	7,376,124	7,523,648	7,674,119	7,827,602	7,984,154	8,143,837	8,306,713	8,472,848	8,642,305	8,815,151	8,991,454	9,171,283	9,354,708	9,541,803	9,732,639	9,927,291	10,125,868		
TAXABLE VALUE INCREMENT																																	
City of Kaufman (M&O)		111,804	225,843	342,164	460,811	581,830	705,271	831,180	959,607	1,090,603	1,224,218	1,360,506	1,499,520	1,641,314	1,785,944	1,933,468	2,083,939	2,237,422	2,393,974	2,553,657	2,716,533	2,882,668	3,052,125	3,224,971	3,401,274	3,581,103	3,764,528	3,951,623	4,142,459	4,337,111			
Kaufman County (M&O)		111,804	225,843	342,164	460,811	581,830	705,271	831,180	959,607	1,090,603	1,224,218	1,360,506	1,499,520	1,641,314	1,785,944	1,933,468	2,083,939	2,237,422	2,393,974	2,553,657	2,716,533	2,882,668	3,052,125	3,224,									

Financial Feasibility Analysis - 100% of Tax Revenue Generated

TAXABLE BASE YEAR GROWTH
DISCOUNT RATE

2.00%
6.00%

REAL PROPERTY TAX

0.7679760 100% 0.7679760
0.3450000 100% 0.3450000
0.0704120 100% 0.0704120
0.1154000 100% 0.1154000
1.2102000 100% 1.2102000
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City of Kaufman (Full Rate)
Kaufman County (Full Rate)
Road and Bridge
Trinity Valley CC
Kaufman ID

BUSINESS PERSONAL PROPERTY TAX

0.7679760 100% 0.7679760
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City of Kaufman (Full Rate)
Kaufman County (Full Rate)
Road and Bridge
Trinity Valley CC
Kaufman ID

SALES TAX

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City of Kaufman Sales Tax
City Property Tax Reduction
Economic Development
Street Maintenance

TAX YEAR

2020

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2023

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TOTALS

BASE YEAR

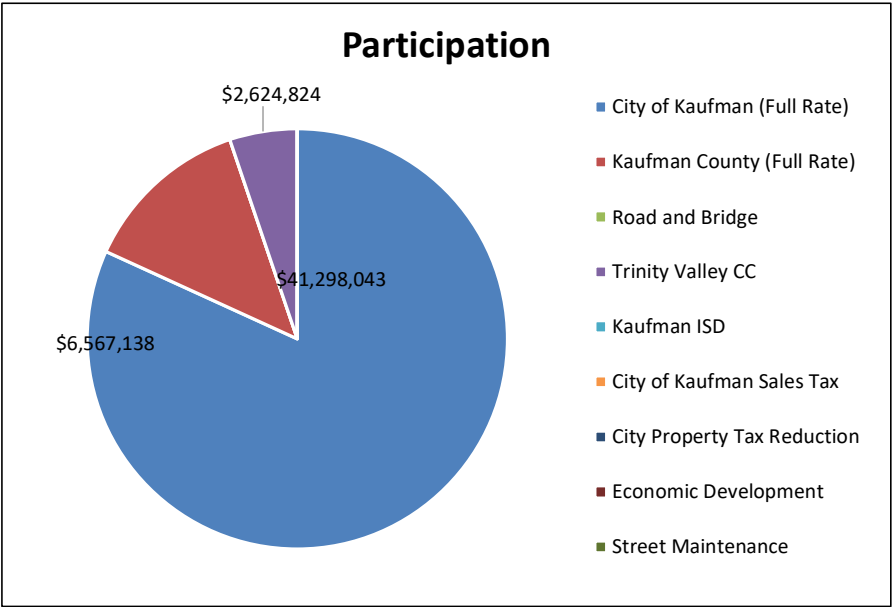
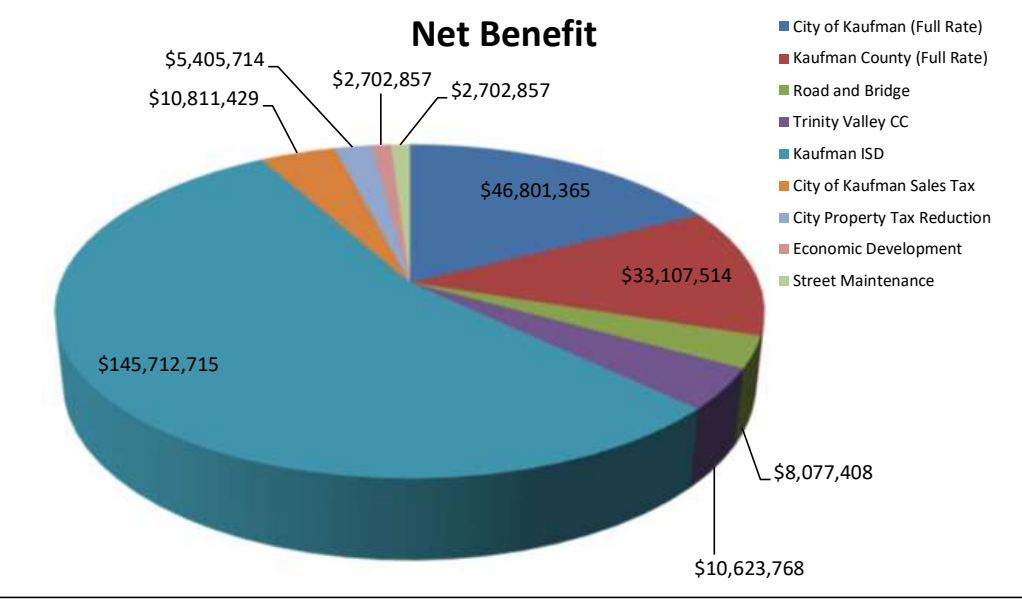
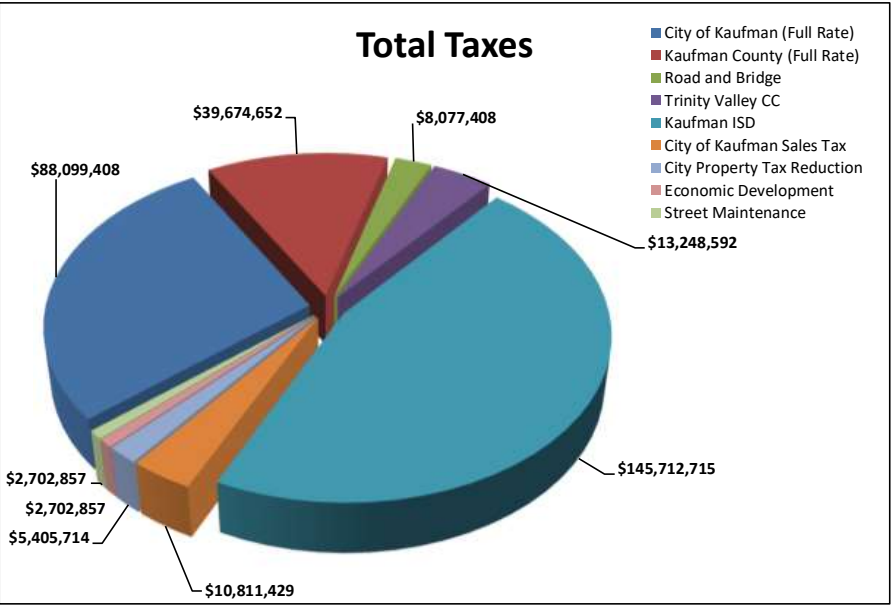
City of Kaufman (Full Rate)
Kaufman County (Full Rate)
Road and Bridge
Trinity Valley CC
Kaufman ID

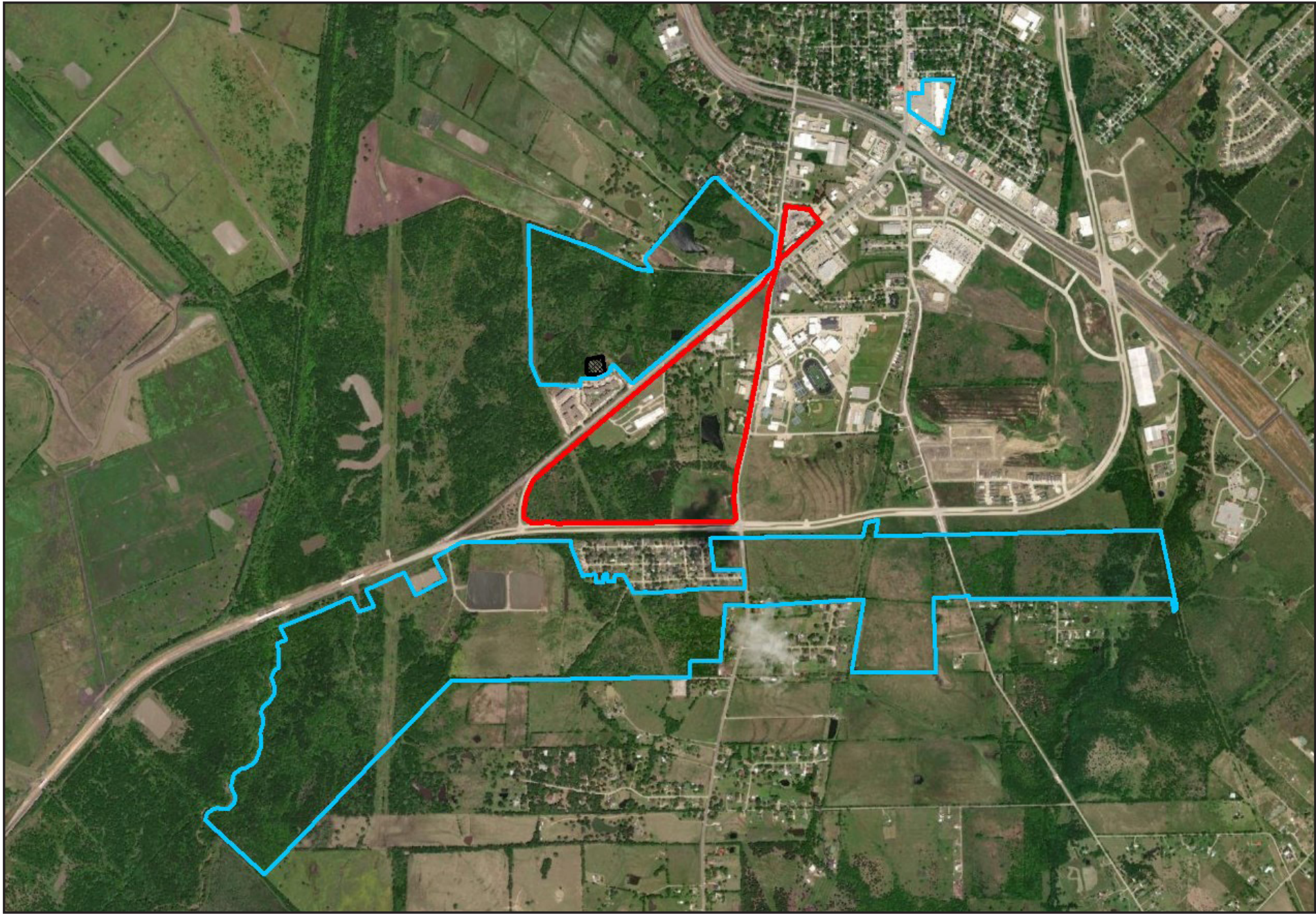
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Revenue Summary

Taxing Jurisdictions	Total Taxes Generated	TIRZ Revenue	Net Benefit
* City of Kaufman (Full Rate)	\$88,099,408	\$41,298,043	\$46,801,365
* Kaufman County (Full Rate)	\$39,674,652	\$6,567,138	\$33,107,514
Road and Bridge	\$8,077,408	\$0	\$8,077,408
** Trinity Valley CC	\$13,248,592	\$2,624,824	\$10,623,768
Kaufman ISD	\$145,712,715	\$0	\$145,712,715
City of Kaufman Sales Tax	\$10,811,429	\$0	\$10,811,429
City Property Tax Reduction	\$5,405,714	\$0	\$5,405,714
Economic Development	\$2,702,857	\$0	\$2,702,857
Street Maintenance	\$2,702,857	\$0	\$2,702,857
Total	\$316,435,633	\$50,490,005	\$265,945,628

*Kaufman County has a maximum total contribution of \$6,567,138, per an interlocal agreement.
**Trinity Valley Community College has a maximum total contribution of \$2,624,824, per an interlocal agreement.





Projects Cost Estimates:

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

Length of TIRZ #2 in Years:

The TIRZ has a 31-year term and is scheduled to end on December 31, 2051.

Powers and Duties of Board of Directors:

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

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

Property ID	TIRZ	Owner	Land Size (Acres)	Land Value	2022 Improvement Value	Total Value	Exemption	Base Year	2022 Taxable Value
45974	TIRZ 2	KAUFMAN CAD	0	\$0	\$1,477,090	\$1,477,090	EX-XV	2020	\$0
5369	TIRZ 2	KAUFMAN COUNTY	38.351	\$1,670,570	\$2,298,172	\$3,968,742	EX-XV	2020	\$0
219551	TIRZ 2	HALLETT NO 1 LP	7.781	\$338,940	\$0	\$338,940	EX-XV	2020	\$308,296
56876	TIRZ 2	CITY OF KAUFMAN	51.953	\$1,697,305	\$0	\$1,697,305	EX-XV	2020	\$0
5487	TIRZ 2	TEXAS HIGHWAY DEPT	6.567	\$160,500	\$2,288,464	\$2,448,964	EX-XV	2020	\$0
Total			104.652	\$3,867,315	\$6,063,726	\$9,931,041			\$308,296

Property ID		Owner	Land Size (Acres)	Land Value	Improvement Value	Total Value	Exemption	Base Year	2022 Taxable Value
54860	TIRZ 2A	COPE EQUITIES LLC	39.398	\$858,088	\$0	\$858,088	AG	2022	\$2,930
54862	TIRZ 2A	COPE EQUITIES LLC	60.786	\$1,323,919	\$0	\$1,323,919	AG	2022	\$4,520
5270	TIRZ 2A	BROWN MARTHA ET AL	293.3337	\$1,760,002	\$0	\$1,760,002	AG	2022	\$21,812
198786	TIRZ 2A	BROWN MARTHA ET AL	12.9	\$64,500	\$0	\$64,500	AG	2022	\$959
5428	TIRZ 2A	STAHLMAN MONTGOMERY	22.19	\$966,596	\$0	\$966,596	AG	2022	\$3,245
5323	TIRZ 2A	KAUFMAN VETERINARY CENTER LLC	15	\$653,400	\$0	\$653,400	AG	2022	\$2,194
5274	TIRZ 2A	BROWN MARTHA ET AL	4.36	\$1,139,530	\$0	\$1,139,530	AG	2022	\$638
5496	TIRZ 2A	NELSON JAY R & TONIANNE W	46.606	\$699,090	\$12,708	\$711,798	AG	2022	\$19,524
5495	TIRZ 2A	FIRST UNITED METHODIST CHURCH ET AL	72.412	\$1,086,180	\$0	\$1,086,180	AG	2022	\$5,385
5271	TIRZ 2A	CR2730 ESTATES LLC &	35.979	\$1,175,434	\$0	\$1,175,434	AG	2022	\$2,675
5272	TIRZ 2A	CR2730 ESTATES LLC &	2	\$65,340	\$3,683	\$69,023	None	2022	\$69,023
190515	TIRZ 2A	CR2730 ESTATES LLC &	1.15	\$37,571	\$0	\$37,571	AG	2022	\$86
3871	TIRZ 2A	L3 PATRIOT CENTER KAUFMAN LLC	8.06	\$1,404,374	\$3,820,626	\$5,225,000	None	2022	\$5,225,000
45865	TIRZ 2A	SOUTHLAND CORP	0	\$0	\$232,189	\$232,189	None	2022	\$232,189
Total			614.1747	\$11,234,024	\$4,069,206	\$15,303,230			\$5,590,180

*Source: Kaufman Central Appraisal District, 2022



Meeting
Date: 12/19/2022

Date: 12/05/2022

Item #: 4.

Dept.: Administration

Consent Agenda

SUBJECT:

Consider and take appropriate action on the minutes from the November 21, 2022, Joint Meeting with TIRZ #1 and Regular City Council Meeting.

BACKGROUND:

See attached minutes from the November 21, 2022, meeting.

Author:
Jessie Hanks, City Secretary

Reviewed:
Mike Slye, City Manager

Cost:

Funds Available:

Source:

Recommendation: Staff recommends approval of the minutes as presented.

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



**MINUTES OF THE
CITY COUNCIL MEETING
MONDAY, NOVEMBER 21, 2022 -
5:30 PM
CITY HALL COUNCIL CHAMBERS
209 S. WASHINGTON STREET
KAUFMAN, TEXAS 75142**

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

Chairman Jordan called the TIRZ #1 meeting to order at 5:33 PM. Boardmembers present were Jeff Jordan, Mike Hunt, Charles Gillenwater, Barry Ratcliffe, and Matt Phillips. Chairman Jordan declared a quorum present. Also present were City Manager Mike Slye, Assistant City Manager Mike Holder, City Attorney Patricia Adams, City Secretary Jessie Hanks, Economic Development Director Stewart McGregor, Planning Manager Andrew Bogda, Fire Captain Jeremy Hatcher, and Police Sergeant Jason Stastny.

TIRZ #1 ITEMS

1. Consider and make a recommendation to the City Council on the Second Amended and Restated TIF Residential Development Reimbursement Agreement by and between Reinvestment Zone Number One, City of Kaufman, Texas, and Georgetown KF, Ltd.; and authorizing the Mayor or his designee to execute necessary documents.

Mr. Slye presented the proposed Second Amended and Restated TIF Residential Development Reimbursement Agreement. He outlined the proposed amendments and the effects of the amendments.

Board Member Gillenwater made a motion to approve the Second Amended and Restated TIF Residential Development Reimbursement Agreement by and between Reinvestment Zone Number One, City of Kaufman, Texas, and Georgetown KF, Ltd. as presented. The motion was seconded by Board Member Ratcliffe and passed 5/0.

TIRZ #1 ADJOURNMENT

There being no further business, Chairman Jordan adjourned the meeting at 5:42 PM.

PLEDGE OF ALLEGIANCE

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

Mayor Jordan called the City Council meeting to order at 5:46 PM. Councilmembers present were Jeff Jordan, Matt Phillips, Charles Gillenwater, Quattro Borders, Carole Aga and Patty Patterson. Councilmember Parker arrived at 5:56 PM. Mayor Jordan declared a quorum present. Also present were City Manager Mike Slye, Assistant City Manager Mike Holder, City Attorney Patricia Adams, City Secretary Jessie Hanks, Economic Development Director Stewart McGregor, Development Services Director Andrew Bogda, Fire Chief Ronnie Davis, Fire Captain Jeremy Hatcher, Fire Lieutenant Ferris Watson, and Police Sergeant Jason Statsny, Police Officer Brantley Chewing, and Police Officer Rowdy Miers.

CITIZENS COMMENTS / REQUEST TO SPEAK ON AGENDA ITEMS (5 MINUTES) Comments about any of the Council agenda items may be taken into consideration at this time or during the agenda item.

Comments are limited to five (5) minutes per individual unless additional time is otherwise required by law for translation. Speaking time is not transferable. Citizens may address the City Council on any subject but must first complete a Request to Speak Form so that the Mayor may call your name to speak at the appropriate time on the Agenda. Comments must be directed to the Council as a whole.

When addressing the Council, please step forward to the speaker's podium, state your name and address, and direct your comments to the Mayor and City Council.

No comments were given.

RECOGNITION

2. Business of the Month- Denny's

Mr. McGregor presented Denny's with the November Business of the Month.

3. Police Department- Academy Graduate presentation and discussion

Sergeant Statsny introduced Officer Brantley Chewning and Officer Rowdy Miers. Both officers had their badges pinned on by their respective family members.

4. Fire Department- Lieutenant- Ferris Watson

Chief Davis and Captain Hatcher introduced Ferris Watson as the new Fire Lieutenant.

5. Development Services- FAICP Planning Excellence Award

Mr. Slye recognized Development Services for receiving the FAICP Planning Excellence Award.

PROCLAMATION

6. Fair Housing Month- April 2023

Mayor Jordan read and proclaimed the month of April 2023 as Fair Housing Month.

CONSENT AGENDA

7. Consider and take appropriate action on the minutes from the October 24, 2022, Work Session and Regular City Council Meeting.
8. Consider and take appropriate action on Resolution R-38-22, a resolution of the City Council of the City of Kaufman, Texas accepting public improvements for Prairie Creek Phase III; establishing the warranty period for the public improvements; providing for the incorporation of premises; and providing an effective date.
9. Consider and take appropriate action on Resolution R-40-22, a resolution of the City Council of the City of Kaufman, Texas, authorizing an amendment to Resolution R-01-19, authorizing participation in various Cooperative Purchasing Programs.

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

END OF CONSENT AGENDA

PUBLIC HEARING

10. Conduct a public hearing on the levy of assessments within Phases #2A and 2B of the City of Kaufman Public Improvement District No. 1 (Georgetown Development).

- a. Presentation.

Mr. Slye reviewed the purpose of the public hearing related to the proposed levy of assessments within Phases 2A and 2B of the City of Kaufman Public Improvement District No. 1.

- b. Public Hearing.

Mayor Jordan opened the public hearing at 6:04 PM. There being no speakers present, Mayor Jordan closed the public hearing at 6:05 PM.

DISCUSSION/ACTION ITEMS

11. Consider and take appropriate action on Ordinance O-38-22, an ordinance of the City Council of the City of Kaufman, Texas, approving a Service and Assessment Plan and Assessment Roll for Phases #2A-2B for the Kaufman Public Improvement District No. 1 (the "district"); making a finding of special benefit to certain property in the district; levying assessments against certain property within the district and establishing a lien on such property; providing for payment of the assessment in accordance with Chapter 372, Texas Local Government Code, as amended; providing for the method of assessment and the payment of the assessments; providing penalties and interest on delinquent assessments; providing for severability and providing an effective date.

Mayor Pro-Tem Phillips made a motion to approve Ordinance O-38-22, an ordinance of the City Council of the City of Kaufman, Texas, approving a Service and Assessment Plan and Assessment Roll for Phases #2A-2B for the Kaufman Public Improvement District No. 1 (the "district"); making a finding of special benefit to certain property in the district; levying assessments against certain property within the district and establishing a lien on such property; providing for payment of the assessment in accordance with Chapter 372, Texas Local Government Code, as amended; providing for the method of assessment and the payment of the assessments; providing penalties and interest on delinquent assessments; providing for severability and providing an effective date. as presented. The motion was seconded by Councilmember Patterson and passed 7/0.

12. Consider and take appropriate action on Ordinance O-39-22, an ordinance of the City Council of the City of Kaufman, Texas, approving and authorizing the issuance and sale of the City of Kaufman Special Assessment Revenue Bonds, Series 2022 Kaufman Public Improvement District No. 1 Phases #2A-2B Project); approving and authorizing an indenture of trust, a bond purchase agreement, limited offering memorandum, a continuing disclosure agreement, and other agreements and documents in connection therewith; making findings with respect to the issuance of such bonds; and providing an effective date

Nick Bulaich, Managing Director for Hilltop Security, presented the bond ordinance and how it will function. He also reviewed the numbers for the bonds to be issued.

Councilmember Borders made a motion to approve Ordinance O-39-22, an ordinance of the City Council of the City of Kaufman, Texas, approving and authorizing the issuance and sale of the City of Kaufman Special Assessment Revenue Bonds, Series 2022 Kaufman Public Improvement District No. 1 Phases #2A-2B Project); approving and authorizing an indenture of trust, a bond purchase agreement, limited offering memorandum, a continuing disclosure agreement, and other agreements and

documents in connection therewith; making findings with respect to the issuance of such bonds; and providing an effective date. The motion was seconded by Councilmember Parker and passed 7/0.

13. Consider and take appropriate action on the First Amended and Restated Georgetown at Kings Fort Development Agreement entered into by and between Georgetown KF, Ltd., and the City of Kaufman, Texas; and authorizing the Mayor or his designee to execute necessary documents.

Mr. Slye presented the First Amended and Restated Georgetown at Kings Fort Development Agreement. He reviewed the purpose of the amendment.

Councilmember Phillips made a motion to approve the First Amended and Restated Georgetown at Kings Fort Development Agreement entered into by and between Georgetown KF, Ltd., and the City of Kaufman, Texas; and authorizing the Mayor or his designee to execute necessary documents. The motion was seconded by Councilmember Aga and passed 7/0.

14. Consider and take appropriate action on the Facilities Agreement between the City of Kaufman, Texas and Georgetown KF, Ltd., for the installation of public improvements and facilities for the Georgetown Development-Phase 2A and Phase 2B; and authorizing the Mayor or his designee to execute necessary documents.

Mr. Slye outlined the proposed Facilities Agreement for Georgetown Development Phases 2A and 2B.

Councilmember Gillenwater made a motion to approve the Facilities Agreement between the City of Kaufman, Texas and Georgetown KF, Ltd., for the installation of public improvements and facilities for the Georgetown Development-Phase 2A and Phase 2B; and authorizing the Mayor or his designee to execute necessary documents. The motion was seconded by Councilmember Patterson and passed 7/0.

15. Consider and take appropriate action on the Kaufman Public Improvement District No. 1, Phases 2A-2B Construction, Funding, and Acquisition Agreement; and authorizing the Mayor or his designee to execute necessary documents.

Mr. Slye reviewed the purpose of the Kaufman Public Improvement District No. 1, Phases 2A-2B Construction, Funding, and Acquisition Agreement.

Councilmember Aga made a motion to approve the Kaufman Public Improvement District No. 1, Phases 2A-2B Construction, Funding, and Acquisition Agreement; and authorizing the Mayor or his designee to execute necessary documents. The motion was seconded by Councilmember Parker and passed 7/0.

16. Consider and take appropriate action on the Second Amended and Restated TIF Residential Development Reimbursement Agreement by and between Reinvestment Zone Number One, City of Kaufman, Texas, and Georgetown KF, Ltd.; and authorizing the Mayor or his designee to execute the necessary documents.

Mr. Slye gave a brief summary of the Second Amended and Restated TIF Residential Development Reimbursement Agreement.

Councilmember Aga made a motion to approve the Second Amended and Restated TIF Residential Development Reimbursement Agreement by and between Reinvestment Zone Number One, City of Kaufman, Texas, and Georgetown KF, Ltd.; and authorizing the Mayor or his designee to execute the necessary documents. The motion was seconded by Councilmember Parker and passed 7/0.

17. Presentation and discussion regarding an overview of Section 3 in relation to the TxCDBG Grant

No. CPC-21-0058.

Mr. Slye gave a presentation regarding an overview of Section 3 in relation to the TxCDBG Grant No. CPC-21-0058.

18. Consider and take appropriate action on Resolution R-41-22, a resolution of the City Council of the City of Kaufman, Texas, regarding Civil Rights and adopting the following policies:
 - a. Citizens Participation Plan and Grievance Procedures
 - b. Excessive Force Policy
 - c. Fair Housing Policy Form
 - d. Section 504 Policy and Grievance Procedures
 - e. Code of Conduct Policy

Mr. Slye presented the various procedures and policies associated with the resolution.

Councilmember Gillenwater made a motion to approve Resolution R-41-22, a resolution of the City Council of the City of Kaufman, Texas, regarding Civil Rights and adopting the following policies:

- a. Citizens Participation Plan and Grievance Procedures
- b. Excessive Force Policy
- c. Fair Housing Policy Form
- d. Section 504 Policy and Grievance Procedures
- e. Code of Conduct Policy

The motion was seconded by Councilmember Patterson and passed 7/0.

19. Consider and take appropriate action on Resolution R-42-22, a resolution of the City Council of the City of Kaufman, Texas, approving an authorized signatory in matters pertaining to TxCDBG Grant No. CPC-21-0058.

Mr. Slye outlined who the authorized signatories would be for matters pertaining to TxCDBG Grant No. CPC-21-0058.

Councilmember Parker made a motion to approve Resolution R-42-22, a resolution of the City Council of the City of Kaufman, Texas, approving an authorized signatory in matters pertaining to TxCDBG Grant No. CPC-21-0058. The motion was seconded by Councilmember Phillips and passed 7/0.

20. Consider and take appropriate action on the award of bid and contract to AquaGreen Global, LLC for the construction of pedestrian paving and landscape/irrigation improvements for the Kaufman Downtown Square and authorizing the Mayor or his designee to execute necessary documents.

Mr. Slye informed Council about the bid process and the bids received for the Downtown Landscape Project.

Mayor Jordan made a motion to award the bid and contract to AquaGreen Global, LLC for the construction of pedestrian paving and landscape/irrigation improvements for the Kaufman Downtown Square and authorizing the Mayor or his designee to execute necessary documents. The motion was seconded by Councilmember Aga and passed 7/0.

21. Consider and take appropriate action on an amendment to the agreement for Emergency Medical Services between the City of Kaufman and CareFlite; and authorizing the Mayor or his designee to execute necessary documents

Mr. Holder presented the proposed amendments to the EMS contract with CareFlite.

Councilmember Aga made a motion to approve an amendment and extension to the agreement for Emergency Medical Services between the City of Kaufman and CareFlite until May 31, 2023; and authorizing the Mayor or his designee to execute the necessary documents. The motion was seconded by Councilmember Patterson and passed 7/0.

APPOINTMENT

22. Consider and take appropriate action on the appointment of three (3) members to the Planning and Zoning Commission for two-year terms to expire in November 2024 and the appointment of one (1) member to the Planning and Zoning Commission for a term expiring in November 2023.

Mayor Jordan made a motion to reappointment Burton Brown, Richard Dunn, and Kathy Thorpe for 2-year terms to expire in November 2024, and the appointment of Derril Deaton to fill an unexpired term set to expire in November 2023. The motion was seconded by Councilmember Aga and passed 7/0.

23. Consider and take appropriate action on Resolution R-39-22, a resolution of the City of Kaufman, Texas, appointing a member to the Kaufman Central Appraisal District Board of Directors.

Councilmember Aga made a motion to approve Resolution R-39-22, a resolution of the City of Kaufman, Texas, appointing John Zaby to the Kaufman Central Appraisal District Board of Directors to represent the City of Kaufman and Kaufman ISD. The motion was seconded by Councilmember Patterson and passed 7/0.

ANNOUNCEMENTS AND REPORTS FROM CITY MANAGER

24. Receive an update and discussion regarding the following:
- a. Melody Circle Update
 - b. Freeman Farms Update
 - c. KISD/Highland Meadow Off-Site Utilities Update
 - d. Christmas on the Square- December 3rd from 12 pm to 8 pm
 - e. FY22 Performance Measures
 - f. Discussion Items Report (DIR)
 - g. STAR Transit Ridership Report- October 2022
 - h. Careflite Compliance Report- October 2022
 - i. Fire Department Monthly Report- October 2022
 - j. Police Department Monthly Report- October 2022

- k. Development Services Monthly Report- October 2022
- l. Monthly Calendars Attached

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

EXECUTIVE SESSION

Mayor Jordan recessed into the Executive Session to discuss the following at 6:48 PM.

- 25. The City Council will recess into Executive Session pursuant to Texas Government Code for an executive session regarding the following:
 - a. Sec. 551.072. DELIBERATION REGARDING REAL PROPERTY; CLOSED MEETING. To deliberate the purchase, exchange, lease, or value of real property regarding: Property ID # 3700; 112 S. Jackson St.
 - b. Sec. 551.087. DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS; CLOSED MEETING. (1) To discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1): Project Pegasus
 - c. Sec. 551.074: Personnel Matters, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: City Manager.

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

Mayor Jordan reconvened into open session at 7:25 PM.

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

Mayor Pro-Tem Phillips made a motion to authorize the City Manager to negotiate the purchase of Property ID 3700 as discussed in the Executive Session. The motion was seconded by Councilmember Gillenwater and passed 7/0.

Mayor Pro-Tem Phillips made a motion to authorize the Mayor to sign all necessary documents for the sale, purchase, and closing of the transaction including purchase and sale agreements, deed, and any other documents required by the title company for the property located at 112 S. Jackson St. subject to the review and approval of the City Attorney. The motion was seconded by Councilmember Borders and passed 7/0.

Mayor Pro-Tem Phillips made a motion to approve the sale to the KEDC of the property located at 112 S. Jackson St., Kaufman, Texas 75142, from the City of Kaufman, as an independent foundation, for sale to Tony Collins Art, Inc. for economic development purposes. The motion was seconded by Councilmember Patterson and passed 7/0.

ADJOURNMENT

There being no further business, Mayor Jordan adjourned the meeting at 7:28 PM.

ATTEST:

**JEFF JORDAN
MAYOR**

**JESSIE HANKS
CITY SECRETARY**



Meeting
Date: 12/19/2022

Date: 12/05/2022

Item #: 5.

Dept.: Administration

Consent Agenda

SUBJECT:

Consider and take appropriate action on designating the Kaufman Herald as the Official Newspaper for the City of Kaufman (2023).

BACKGROUND:

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

Author:
Jessie Hanks, City Secretary

Reviewed:
Mike Slye, City Manager

Cost: \$0.00

Funds Available: N/A

Source: N/A

Recommendation: Staff recommends approval of the designation of the Kaufman Herald as the Official Newspaper for the City of Kaufman (2023).

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



Meeting
Date: 12/19/2022

Date: 12/05/2022

Item #: 6.

Dept.: Administration

Action Item

SUBJECT:

Consider and take appropriate action on Ordinance O-42-22, an ordinance of the City Council of the City of Kaufman, Texas, repealing and replacing Article 4.05 "Flood Damage Prevention" of Chapter 4 "Building Regulations" of the City's Code of Ordinances to enact new flood plain regulations designed to reduce the amount of potential flood losses pursuant to regulations promulgated by FEMA; providing for the incorporation of premises; providing a severability clause; providing for a penalty; and providing for an effective date.

BACKGROUND:

On January 12, 2023, the Federal Emergency Management Agency (FEMA) will be publishing a new Flood Insurance Study (FIS) and accompanying Flood Insurance Rate Maps (FIRM) for Kaufman County, Texas, and Incorporated Areas. In order to meet the federal requirements relating to flood insurance and floodplain management, the City's Flood Damage Prevention regulations need to be updated to reflect adherence to the new FIS and FIRM for our area. In addition, there were some sections of our ordinance that were out of date. The new regulations follow the new model regulations that FEMA is recommending. As it relates to variances from the requirements or appealing the decision of the floodplain administrator, the appeal authority has been changed from the Board of Adjustment (which typically deals with zoning-related variances) to the City Council.

Author:
Mike Slye, City Manager

Reviewed:
Mike Slye, City Manager

Cost:

Funds Available:

Source:

Recommendation: Staff recommends approval of O-42-22, an ordinance replacing Article 4.05 "Flood Damage Prevention" of Chapter 4 "Building Regulations" of the City's Code of Ordinances.

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

ORDINANCE NO. O-42-22

**AN ORDINANCE OF THE CITY OF KAUFMAN, TEXAS
REPEALING AND REPLACING ARTICLE 4.05 “FLOOD
DAMAGE PREVENTION” OF CHAPTER 4 “BUILDING
REGULATIONS” OF THE CITY’S CODE OF ORDINANCES;
PROVIDING FOR THE INCORPORATION OF PREMISES;
PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A
PENALTY; AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, Section 16.315 of the Texas Water Code delegates the responsibility to local governments to adopt regulations designed to minimize flood losses within the jurisdiction of said local governments resulting from storm waters; and

WHEREAS, the City Council finds that flood hazard areas of the City of Kaufman are subject to periodic inundation which has in the past resulted in loss of life and property, health and safety hazards, disruption of commerce and governmental services, and extraordinary public expenditures for flood protection and relief, all of which adversely affect the public health, safety, and general welfare; and

WHEREAS, such flood losses are caused by the cumulative effect of obstructions in floodplains which cause an increase in flood heights and velocities and by land uses that are situated in flood hazard areas and that are vulnerable to floods as a result of inadequate elevation or floodproofing measures; and

WHEREAS, in order for owners of property located within the City of Kaufman, which is subject to periodic inundation to obtain flood damage insurance through the National Flood Insurance Program, the United States government, by statute and through regulations promulgated by the Federal Emergency Management Agency, (“FEMA”), requires that the City of Kaufman enact floodplain regulations designed to reduce the amount of potential flood losses; and

WHEREAS, the City of Kaufman has previously adopted various ordinances establishing regulations related to the prevention of flood damages; and

WHEREAS, based on the findings set forth above, the City Council of the City of Kaufman finds it is in the public interest and a benefit to the general health, safety, and welfare of the residents of the City to adopt an ordinance revising and amending the City’s flood damage prevention regulations;

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

SECTION 1. INCORPORATION OF PREMISES

The above and foregoing recitals are found to be true and correct and are incorporated into the body of this Ordinance for all purposes.

SECTION 2. AMENDMENTS

Article 4.05 "Flood Damage Prevention" of Chapter 4 "Building Regulations" the Code of Ordinances of the City of Kaufman, Texas is hereby repealed and replaced in its entirety to read as follows:

ARTICLE 4.05 FLOOD DAMAGE PREVENTION

§ 4.05.01 – STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE, AND METHODS

(A) **STATUTORY AUTHORIZATION.** The Legislature of the State of Texas has, in the Flood Control Insurance Act, Texas Water Code, Section 16.315, delegated responsibility to local governmental units to adopt regulations designed to minimize flood losses.

(B) FINDINGS OF FACT

(1) The flood hazard areas of the City of Kaufman are subject to periodic inundation, which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, and extraordinary public expenditures for flood protection and relief, all of which adversely affect the public health, safety and general welfare.

(2) These flood losses are created by the cumulative effect of obstructions in floodplains which cause an increase in flood heights and velocities, and by the occupancy of flood hazard areas by uses vulnerable to floods and hazardous to other lands because they are inadequately elevated, floodproofed, or otherwise protected from flood damage.

(C) **STATEMENT OF PURPOSE.** It is the purpose of this ordinance to promote the public health, safety, and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

- (1) Protect human life and health;
- (2) Minimize expenditure of public money for costly flood control projects;
- (3) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- (4) Minimize prolonged business interruptions;
- (5) Minimize damage to public facilities and utilities such as water and gas mains; electric, telephone and sewer lines; and streets and bridges located in floodplains;

(6) Help maintain a stable tax base by providing for the sound use and development of flood-prone areas in such a manner as to minimize future flood blight areas; and

(7) Ensure that potential buyers are notified that property is in a flood area.

(D) METHODS OF REDUCING FLOOD LOSSES. In order to accomplish its purposes, this ordinance uses the following methods:

(1) Restrict or prohibit uses that are dangerous to health, safety, or property in times of flood, or cause excessive increases in flood heights or velocities;

(2) Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;

(3) Control the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodation of flood waters;

(4) Control filling, grading, dredging, and other development which may increase flood damage;

(5) Prevent or regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards to other lands.

§ 4.05.02 – DEFINITIONS.

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted to give them the meaning they have in common usage and to give this ordinance its most reasonable application.

ALLUVIAL FAN FLOODING - means flooding occurring on the surface of an alluvial fan or similar landform which originates at the apex and is characterized by high-velocity flows; active processes of erosion, sediment transport, and deposition; and unpredictable flow paths.

APEX - means a point on an alluvial fan or similar landform below which the flow path of the major stream that formed the fan becomes unpredictable and alluvial fan flooding can occur.

APPURTENANT STRUCTURE – means a structure which is on the same parcel of property as the principal structure to be insured and the use of which is incidental to the use of the principal structure

AREA OF FUTURE CONDITIONS FLOOD HAZARD – means the land area that would be inundated by the 1-percent-annual chance (100 year) flood based on future conditions hydrology.

AREA OF SHALLOW FLOODING - means a designated AO, AH, AR/AO, AR/AH, or VO zone on a community's Flood Insurance Rate Map (FIRM) with a 1 percent or greater annual chance of flooding to an average depth of 1 to 3 feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

AREA OF SPECIAL FLOOD HAZARD - is the land in the floodplain within a community subject to a 1 percent or greater chance of flooding in any given year. The area may be designated as Zone A on the Flood Hazard Boundary Map (FHBM). After detailed rate-making has been completed in preparation for publication of the FIRM, Zone A usually is refined into Zones A, AO, AH, A1-30, AE, A99, AR, AR/A1-30, AR/AE, AR/AO, AR/AH, AR/A, VO, V1-30, VE or V.

BASE FLOOD - means the flood having a 1 percent chance of being equaled or exceeded in any given year.

BASE FLOOD ELEVATION (BFE) – The elevation shown on the Flood Insurance Rate Map (FIRM) and found in the accompanying Flood Insurance Study (FIS) for Zones A, AE, AH, A1-A30, AR, V1-V30, or VE that indicates the water surface elevation resulting from the flood that has a 1% chance of equaling or exceeding that level in any given year - also called the Base Flood.

BASEMENT - means any area of the building having its floor subgrade (below ground level) on all sides.

BREAKAWAY WALL – means a wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building or supporting foundation system.

CRITICAL FEATURE - means an integral and readily identifiable part of a flood protection system, without which the flood protection provided by the entire system would be compromised.

DEVELOPMENT - means any man-made change to improved and unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

ELEVATED BUILDING – means, for insurance purposes, a non-basement building, which has its lowest elevated floor, raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns.

EXISTING CONSTRUCTION - means for the purposes of determining rates, structures for which the "start of construction" commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date. "Existing construction" may also be referred to as "existing structures."

EXISTING MANUFACTURED HOME PARK OR SUBDIVISION - means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

EXPANSION TO AN EXISTING MANUFACTURED HOME PARK OR SUBDIVISION - means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

FLOOD OR FLOODING - means a general and temporary condition of partial or complete inundation of normally dry land areas from:

- (1) the overflow of inland or tidal waters.
- (2) the unusual and rapid accumulation or runoff of surface waters from any source.

FLOOD ELEVATION STUDY – means an examination, evaluation, and determination of flood hazards and, if appropriate, corresponding water surface elevations or an examination, evaluation, and determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards.

FLOOD HAZARD BOUNDARY MAP (FHBM) - means an official map of a community, issued by the Administrator, where the boundaries of the flood, mudslide (i.e., mudflow) related erosion areas having special hazards have been designated as Zones A, M, and/or E.

FLOOD INSURANCE RATE MAP (FIRM) - means an official map of a community, on which the Federal Emergency Management Agency has delineated both the special flood hazard areas and the risk premium zones applicable to the community.

FLOOD INSURANCE STUDY (FIS) – see *Flood Elevation Study*.

FLOODPLAIN OR FLOOD-PRONE AREA - means any land area susceptible to being inundated by water from any source (see definition of Flooding).

FLOODPLAIN MANAGEMENT – means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.

FLOODPLAIN MANAGEMENT REGULATIONS – means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance, and erosion control ordinance) and other applications of police power. The term describes such state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

FLOOD PROTECTION SYSTEM – means those physical structural works for which funds have been authorized, appropriated, and expended and which have been constructed specifically to modify flooding in order to reduce the extent of the area within a community subject to a “special flood hazard” and the extent of the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees, or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

FLOOD PROOFING – means any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

FLOODWAY – see *Regulatory Floodway*.

FUNCTIONALLY DEPENDENT USE - means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities but does not include long-term storage or related manufacturing facilities.

HIGHEST ADJACENT GRADE - means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

HISTORIC STRUCTURE - means any structure that is:

(1) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;

(2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;

(3) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or

(4) Individually listed on a local inventory or historic places in communities with historic preservation programs that have been certified either:

(a) By an approved state program as determined by the Secretary of the Interior or;

(b) Directly by the Secretary of the Interior in states without approved programs.

LEVEE - means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

LEVEE SYSTEM - means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

LOWEST FLOOR - means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking or vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; **provided** that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirement of Section 60.3 of the National Flood Insurance Program regulations.

MANUFACTURED HOME - means a structure transportable in one or more sections which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle."

MANUFACTURED HOME PARK OR SUBDIVISION - means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

MEAN SEA LEVEL - means, for purposes of the National Flood Insurance Program, the National American Vertical Datum (NAVD) of 1988 or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map are referenced.

NEW CONSTRUCTION - means, for the purpose of determining insurance rates, structures for which the "start of construction" commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, "new construction" means structures for which the "start of construction" commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.

NEW MANUFACTURED HOME PARK OR SUBDIVISION - means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the

pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

RECREATIONAL VEHICLE - means a vehicle which is (i) built on a single chassis; (ii) 400 square feet or less when measured at the largest horizontal projections; (iii) designed to be self-propelled or permanently towable by a light duty truck; and (iv) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

REGULATORY FLOODWAY - means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

RIVERINE – means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

SPECIAL FLOOD HAZARD AREA – see *Area of Special Flood Hazard*.

START OF CONSTRUCTION - (for other than new construction or substantial improvements under the Coastal Barrier Resources Act (Pub. L. 97-348)), includes substantial improvement and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

STRUCTURE – means, for floodplain management purposes, a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home.

SUBSTANTIAL DAMAGE - means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

SUBSTANTIAL IMPROVEMENT - means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the

market value of the structure before "start of construction" of the improvement. This term includes structures which have incurred "substantial damage," regardless of the actual repair work performed. The term does not, however, include either: (1) Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions or (2) Any alteration of a "historic structure," provided that the alteration will not preclude the structure's continued designation as a "historic structure."

VARIANCE – means a grant of relief by a community from the terms of a floodplain management regulation. (For full requirements see Section 60.6 of the National Flood Insurance Program regulations.)

VIOLATION - means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in Section 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) of the National Flood Insurance Program regulations is presumed to be in violation until such time as that documentation is provided.

WATER SURFACE ELEVATION - means the height, in relation to the National American Vertical Datum (NAVD) of 1988 or other datum (where specified), of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

§ 4.05.03 – GENERAL PROVISIONS

(A) **LANDS TO WHICH THIS ORDINANCE APPLIES.** The ordinance shall apply to all areas of special flood hazard with the jurisdiction of the City of Kaufman.

(B) **BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD.** The areas of special flood hazard identified by the Federal Emergency Management Agency in the current scientific and engineering report entitled, "The Flood Insurance Study (FIS) for Kaufman County, Texas, and Incorporated Areas," dated January 12, 2023, with accompanying Flood Insurance Rate Maps (FIRM) dated January 12, 2023, and any revisions thereto are hereby adopted by reference and declared to be a part of this ordinance.

(C) **ESTABLISHMENT OF DEVELOPMENT PERMIT.** A Floodplain Development Permit shall be required to ensure conformance with the provisions of this ordinance.

(D) **COMPLIANCE.** No structure or land shall hereafter be located, altered, or have its use changed without full compliance with the terms of this ordinance and other applicable regulations.

(E) **ABROGATION AND GREATER RESTRICTIONS.** This ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed

restrictions. However, where this ordinance and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

- (F) **INTERPRETATION.** In the interpretation and application of this ordinance, all provisions shall be: (1) considered as minimum requirements; (2) liberally construed in favor of the governing body; and (3) deemed neither to limit nor repeal any other powers granted under State statutes.
- (G) **WARNING AND DISCLAIMER OR LIABILITY.** The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. On rare occasions greater floods can and will occur and flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of the community or any official or employee thereof for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made hereunder.

§ 4.05.04 – ADMINISTRATION

- (A) **DESIGNATION OF THE FLOODPLAIN ADMINISTRATOR.** The City Manager or their designee is hereby appointed the Floodplain Administrator to administer and implement the provisions of this ordinance and other appropriate sections of 44 CFR (Emergency Management and Assistance - National Flood Insurance Program Regulations) pertaining to floodplain management.
- (B) **DUTIES & RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR.** Duties and responsibilities of the Floodplain Administrator shall include, but not be limited to, the following:
- (1) Maintain and hold open for public inspection all records pertaining to the provisions of this ordinance.
 - (2) Review permit application to determine whether to ensure that the proposed building site project, including the placement of manufactured homes, will be reasonably safe from flooding.
 - (3) Review, approve or deny all applications for development permits required by adoption of this ordinance.
 - (4) Review permits for proposed development to assure that all necessary permits have been obtained from those Federal, State, or local governmental agencies (including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334) from which prior approval is required.

(5) Where interpretation is needed as to the exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions) the Floodplain Administrator shall make the necessary interpretation.

(6) In riverine situations, notify adjacent communities, the Texas Commission on Environmental Quality (TCEQ), and the State Coordinating Agency which is the Texas Water Development Board (TWDB), prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency (FEMA).

(7) Assure that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained.

(8) When base flood elevation data has not been provided, in accordance with the Basis for Establishing the Areas of Special Flood Hazard (Section 4.05.03.B of this ordinance), the Floodplain Administrator shall obtain, review, and reasonably utilize any base flood elevation data and floodway data available from a Federal, State, or other source, in order to administer the Provisions for Flood Hazard Reduction (Section 4.05.05 of this ordinance).

(C) PERMIT PROCEDURES

(1) Application for a Floodplain Development Permit shall be presented to the Floodplain Administrator on forms furnished by him/her and may include, but not be limited to, plans in duplicate drawn to scale showing the location, dimensions, and elevation of proposed landscape alterations, existing and proposed structures, including the placement of manufactured homes, and the location of the foregoing in relation to areas of special flood hazard. Additionally, the following information is required:

(a) Elevation (in relation to mean sea level), of the lowest floor (including basement) of all new and substantially improved structures;

(b) Elevation in relation to mean sea level to which any nonresidential structure shall be floodproofed;

(c) A certificate from a registered professional engineer or architect that the nonresidential floodproofed structure shall meet the floodproofing criteria listed under Specific Standards (Section 4.05.05.B of this ordinance);

(d) Description of the extent to which any watercourse or natural drainage will be altered or relocated as a result of proposed development;

(e) Maintain a record of all such information in accordance with the section Duties and Responsibilities of the Floodplain Administrator (Section 4.05.04.B of this ordinance);

(2) Approval or denial of a Floodplain Development Permit by the Floodplain Administrator shall be based on all of the provisions of this ordinance and the following relevant factors:

(a) The danger to life and property due to flooding or erosion damage;

(b) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;

(c) The danger that materials may be swept onto other lands to the injury of others;

(d) The compatibility of the proposed use with existing and anticipated development;

(e) The safety of access to the property in times of flood for ordinary and emergency vehicles;

(f) The costs of providing governmental services during and after flood conditions including maintenance and repair of streets and bridges, and public utilities and facilities such as sewer, gas, electrical and water systems;

(g) The expected heights, velocity, duration, rate of rise and sediment transport of the floodwaters, and the effects of wave action, if applicable, expected at the site;

(h) The necessity to the facility of a waterfront location, where applicable;

(i) The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use.

(D) VARIANCE PROCEDURES

(1) The City Council shall hear and render judgment on requests for variances from the requirements of this ordinance.

(2) The City Council shall hear and render judgment on an appeal only when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the enforcement or administration of this ordinance.

(3) Any person or persons aggrieved by the decision of the City Council may appeal such decision in the courts of competent jurisdiction.

(4) The Floodplain Administrator shall maintain a record of all actions involving an appeal and shall report variances to the Federal Emergency Management Agency upon request.

(5) Variances may be issued for the reconstruction, rehabilitation, or restoration of structures listed on the National Register of Historic Places or the State Inventory of Historic Places, without regard to the procedures set forth in the remainder of this ordinance.

(6) Variances may be issued for new construction and substantial improvements to be erected on a lot of 1/2 acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing the relevant factors in Section C (2) of this Article have been fully considered. As the lot size increases beyond the 1/2 acre, the technical justification required for issuing the variance increases.

(7) Upon consideration of the factors noted above and the intent of this ordinance, the City Council may attach such conditions to the granting of variances as it deems necessary to further the purpose and objectives of this ordinance as specified under Section 4.05.01.

(8) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

(9) Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

(10) Prerequisites for granting variances:

(a) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

(b) Variances shall only be issued upon: (i) showing a good and sufficient cause; (ii) a determination that failure to grant the variance would result in exceptional hardship to the applicant; and (iii) a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

(c) Any application to which a variance is granted shall be given written notice that the structure will be permitted to be built with the lowest floor elevation below the base flood elevation, and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

(11) Variances may be issued by a community for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that (i) the criteria outlined in this section are met, and (ii) the structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.

§ 4.05.05 – PROVISIONS FOR FLOOD HAZARD REDUCTION

(A) GENERAL STANDARDS. In all areas of special flood hazards the following provisions are required for all new construction and substantial improvements:

(1) All new construction or substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;

(2) All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damage;

(3) All new construction or substantial improvements shall be constructed with materials resistant to flood damage;

(4) All new construction or substantial improvements shall be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;

(5) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;

(6) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the system and discharge from the systems into flood waters; and,

(7) On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

(B) SPECIFIC STANDARDS. In all areas of special flood hazards where base flood elevation data has been provided as set forth in Section 4.05.03.B Basis for Establishing the Areas of Special Flood Hazard; Section 4.05.04.B (8) under Duties & Responsibilities of the Floodplain Administrator; or Section 4.05.05.C (3) under Standards for Subdivision Proposals provided, the following provisions are required:

(1) **Residential Construction** - new construction and substantial improvement of any residential structure shall have the lowest floor (including basement), elevated to at least one (1) foot above the base flood elevation. A registered professional engineer, architect, or land surveyor shall submit a certification to the Floodplain Administrator that the standard of this subsection as proposed in Section 4.04.C (1) (a) under Permit Procedures is satisfied.

(2) **Nonresidential Construction** - new construction and substantial improvements of any commercial, industrial or other nonresidential structure shall either have the lowest floor (including basement) elevated to at least one (1) foot above the base flood level or together with attendant utility and sanitary facilities, be designed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered professional engineer or architect shall develop and/or review structural design, specifications, and plans for the construction, and shall certify that the design and methods of construction are in accordance with accepted standards of practice as outlined in this subsection. A record of such certification which includes the specific elevation (in relation to mean sea level) to which such structures are floodproofed shall be maintained by the Floodplain Administrator.

(3) **Enclosures** - new construction and substantial improvements, with fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:

(a) A minimum of two openings on separate walls having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.

(b) The bottom of all openings shall be no higher than one (1) foot above grade.

(c) Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

(4) Manufactured Homes -

(a) Require that all manufactured homes to be placed within Zone A on a community's FHBM or FIRM shall be installed using methods and practices which minimize flood damage. For the purposes of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable State and local anchoring requirements for resisting wind forces.

(b) Require that manufactured homes that are placed or substantially improved within Zones A1-30, AH, and AE on the community's FIRM on sites (i) outside of a manufactured home park or subdivision, (ii) in a new manufactured home park or subdivision, (iii) in an expansion to an existing manufactured home park or subdivision, or (iv) in an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as a result of a flood, be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated to two (2) feet above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

(c) Require that manufactured homes be placed or substantially improved on sites in an existing manufactured home park or subdivision with Zones A1-30, AH and AE on the community's FIRM that are not subject to the provisions of paragraph (4) of this section be elevated so that either:

(i) the lowest floor of the manufactured home is at least one (1) foot above the base flood elevation, or

(ii) the manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

(C) STANDARDS FOR SUBDIVISION PROPOSALS

(1) All subdivision proposals including the placement of manufactured home parks and subdivisions shall be consistent with this ordinance as

specified under the sections Findings of Fact (Section 04.05.01.B), Statement of Purpose (Section 04.05.01.C), and Methods of Reducing Flood Losses (Section 04.05.01.D).

(2) All proposals for the development of subdivisions including the placement of manufactured home parks and subdivisions shall meet Floodplain Development Permit requirements of this ordinance as specified under the sections Establishment of Development Permit (Section 04.05.03.C), Permit Procedures (Section 04.05.04.C), and Provisions for Flood Hazard Reduction (Section 04.05.05).

(3) Base flood elevation data shall be generated for subdivision proposals and other proposed development including the placement of manufactured home parks and subdivisions which is greater than 50 lots or 5 acres, whichever is lesser, if not otherwise provided in this ordinance pursuant to the sections Basis for Establishing the Areas of Special Flood Hazard Area (Section 04.05.03.B) or Duties and Responsibilities of the Floodplain Administrator (Section 04.05.04.B (8)).

(4) All subdivision proposals including the placement of manufactured home parks and subdivisions shall have adequate drainage provided to reduce exposure to flood hazards.

(5) All subdivision proposals including the placement of manufactured home parks and subdivisions shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.

SECTION 3. SEVERABILITY. If any section, clause, sentence, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

SECTION 4. PENALTIES FOR NON-COMPLIANCE. No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this ordinance and other applicable regulations. Violation of the provisions of this ordinance by failure to comply with any of its requirements shall constitute a misdemeanor. Any person who violates this ordinance or fails to comply with any of its requirements shall upon conviction thereof be fined not more than five hundred dollars (\$500.00) for each violation. Nothing herein contained shall prevent City Council from taking such other lawful action as is necessary to prevent or remedy any violation.

SECTION 5. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage and publication as required by law, and it so ordained.

ADOPTED, PASSED, AND APPROVED on this the 19th day of December 2022.

JEFF JORDAN
MAYOR

ATTEST:

JESSIE HANKS
CITY SECRETARY

APPROVED AS TO FORM:

PATRICIA A. ADAMS
CITY ATTORNEY



Meeting
Date: 12/19/2022

Date: 12/12/2022

Item #: 7.

Dept.: Public Works

Action Item

SUBJECT:

Consider and take appropriate action on a Non-Exclusive Use Agreement between the City of Kaufman and the Kaufman Lions Club Summer Baseball Association for use of the baseball fields at the Kaufman Sports Complex; and authorizing the mayor or his designee to execute necessary documents.

BACKGROUND:

City staff's proposed field use agreement with the Kaufman Lions Club Summer Baseball (KLCSB) are renewed for a one-year term. The new contract allows the association teams to use the city-owned fields under the renewed terms. The new contract is attached:

New contract details:

- The term of the agreements shall commence on February 01, 2023, and end on January 31, 2024, unless otherwise terminated as provided herein. After the initial term expires, the contract will renew for three (3) additional terms of one (1) year each provided that the contract is not protested by either party within sixty days (60) of the contract's expiration date.
- The Spring Season will begin from the first week of February and through the fourth week of June. The Fall Season will run from the second week of August through the second week of October.
- KLCSB will not be allowed to use the baseball fields at the Kaufman Sports Complex on Saturday or Sunday for practice or games.
- If at any time the CITY institutes a player fee, (KLCSB) will be required to collect and pay to the CITY all said fees collected within two weeks of the beginning of each season

The Kaufman Parks and Recreation Board made a motion at the Thursday, November 17, 2022 board meeting to approve the new contract terms for (KLCSB) and to make a motion to City Council for final approval.

Author:
Tim Hopwood, Public Works Director

Reviewed:
Mike Slye, City Manager

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

Recommendation: Staff recommends approval of the KLCSB Agreement.

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

THE STATE OF TEXAS §
 §
COUNTY OF KAUFMAN §

**NON-EXCLUSIVE USE AGREEMENT BY AND BETWEEN
THE CITY OF KAUFMAN
AND THE KAUFMAN LIONS CLUB SUMMER BASEBALL ASSOCIATION**

THIS NON-EXCLUSIVE USE AGREEMENT is made and entered into by and between the CITY OF KAUFMAN, TEXAS (hereinafter referred to as "CITY"), acting by and through its Mayor or designee, and the Kaufman Lions Club Summer Baseball Association (hereinafter referred to as "KLCSB"), acting by and through the President its Board of Directors, or designee, (hereinafter "Agreement").

WITNESSETH:

WHEREAS, the CITY owns and maintains CITY parks and sports facilities (hereinafter "Kaufman Sports Complex"); and

WHEREAS, the KLCSB is comprised of various youth baseball teams for baseball play; and

WHEREAS, the KLCSB desires to use the CITY parks and facilities as specifically identified herein below; and

WHEREAS, Capital improvement cost participation and other partnership opportunities shall be pursued and shared by CITY and KLCSB as expressly set forth in this Agreement; and

WHEREAS, KLCSB and CITY agree that it serves their best interests to work with CITY; and

WHEREAS, KLCSB and CITY agree that the properties and facilities identified herein shall be used by KLCSB solely for the purpose of providing baseball use for the members of the KLCSB; and

WHEREAS, the parties agree that this Agreement supersedes any and all prior written and/or oral agreements for use of Kaufman Sports Complex, and by execution of this Agreement, the parties agree and intend that this Agreement shall exclusively govern KLCSB's use of Kaufman Sports Complex.

NOW THEREFORE, FOR AND IN CONSIDERATION of the above and foregoing premises, the benefits flowing to each of the parties hereto, and other good and valuable consideration, CITY and KLCSB do hereby agree as follows:

I.

INCORPORATION OF PREMISES / TERM

- 1.01 Incorporation of Premises.** The foregoing premises to this Agreement are incorporated herein for all purposes as if set out herein verbatim.
- 1.02 Term.** The term of this Agreement shall commence on February 1, 2023, and shall end on January 31, 2024, unless otherwise terminated as provided herein. After the initial term has expired, this contract will automatically renew for three (3) additional terms of one (1) year each, provided that such renewal is not contested by either party within sixty (60) days of the contract's expiration date.

II.

KAUFMAN SPORTS COMPLEX / CONSIDERATION

- 2.01 Kaufman Sports Complex.** CITY, under the terms and conditions provided herein, shall allow KLCSB the non-exclusive use of Kaufman Sports Complex and facilities within the park as specifically identified in Exhibit "A", a copy of which is attached hereto and incorporated herein, for athletic and sporting events, to wit, baseball events.
- 2.02 Consideration.** In consideration for the use of Kaufman Sports Complex, KLCSB hereby agrees to provide a proposed use schedule (which specifically identifies complexes and fields to be used) to the CITY at least seven (7) days before the commencement of each seasonal practice schedule and at least fifteen (15) days prior to each regular season game schedule. In the event of changes in the game and or practice schedule, KLCSB shall provide CITY with a written notice at least seventy-two (72) hours prior to the proposed change. Acceptance of the proposed changes shall be within the sole discretion of the CITY; provided, however, that acceptance shall not be unreasonably withheld. If at any time the CITY institutes a player fee, KLCSB will be required to collect and pay to the City all said fees collected within two weeks of the beginning of each season.

III.

USE SCHEDULING/REGISTRATION

- 3.01 Regular Season.** The "Spring Season" shall run from the first week of February through the fourth week of June and the "Fall Season" shall run from the second week of August through the second week of October, and shall include tryouts, all practice and league games, tournaments and make-up games.
- 3.02 Tournaments.** Upon thirty (30) days written notice and approval of proposed scheduling by CITY, KLCSB shall be allowed to schedule the Recreation All-Star Tournament for no cost during the Spring Season. For any additional tournaments, KLCSB shall pay tournament gate fees of \$75.00 per team.

3.03 Scheduling. CITY and KLCSB agree that scheduling of additional games and practices on dates not contained in the CITY approved schedule shall not be permitted unless these additional times are mutually agreed to in writing by the CITY and KLCSB, and if allowed, there shall be no additional cost to KLCSB. Use of Kaufman Sports Complex shall be limited to the sports games and contests scheduled by KLCSB, and KLCSB shall provide written notice of scheduling to the Parks and Recreation Department in accordance with the time frames set forth in this Agreement. **KLCSB shall provide one point of contact for all scheduling of Kaufman Sports Complex.** No KLCSB tournaments and/or use of **Kaufman Sports Complex** by KLCSB, other than that expressly provided for under a CITY approved schedule, shall be allowed by the CITY. Weather days, rain days, or suspension of play may require rescheduling of events. KLCSB shall provide written notice of such rescheduling requests to the Parks and Recreation Department at least **seventy-two (72) hours** in advance of the proposed schedule change.

The CITY shall schedule two (2) day per week (Saturday/Sunday) for each field on which KLCSB will not be allowed use of at Kaufman Sports Complex for either practice or games. The proposed schedule shall be submitted to KLCSB thirty (30) days prior to the commencement of regular season practice for both the Spring Season and for the Fall Season.

The CITY reserves the right to use any field or facility located at Kaufman Sports Complex for purposes other than baseball upon submitting the scheduled use to KLCSB ninety (90) days prior to that use.

IV. **MAINTENANCE RESPONSIBILITIES**

4.01 CITY Maintenance Responsibilities. CITY shall be responsible for routine maintenance of Kaufman Sports Complex, including the following:

1. watering;
2. loose trash and debris removal on grounds and common areas;
3. mowing;
4. over-seeding (as needed/allowed);
5. fertilization;
6. aerification;
7. top dressing;
8. turf management
9. irrigation;
10. restrooms;
11. lighting; and
12. Other similar maintenance items.

- 4.02 Repairs.** CITY shall have the sole discretion to determine nature and timing of repairs and shall have the sole duty and responsibility for making repairs to all permanent improvements owned by the CITY such as fencing, buildings, lighting, or other permanent structural improvements upon Kaufman Sports Complex.
- 4.03 CITY Alterations.** CITY shall have the right to make, at its own expense, all alterations or additions to all or any portion of Kaufman Sports Complex as the CITY determines appropriate in its sole discretion, notwithstanding any conflicting provision of this Agreement.
- 4.04 KLCSB Maintenance and Other Responsibilities:** KLCSB shall be responsible for the following:
- A. Maintenance and Improvements Generally.** Maintenance or improvements in addition to those provided by CITY pursuant to this Section, shall be the responsibility of KLCSB and shall only be allowed upon the prior written approval of CITY.
 - B. Field Maintenance:** KLCSB through their President or designee shall promptly notify the CITY of all field maintenance requests, requests for additional services or the existence of unsafe conditions by providing written notice to the Park Superintendent and/or designee. KLCSB is responsible for the field preparation and chalk lining prior to the scheduled games.
- 4.05 KLCSB Alterations.** KLCSB shall not move, alter or remove, in whole or in part, any improvement, fixed or movable, upon Kaufman Sports Complex, including without limitation bleachers, without first obtaining the express written permission of the CITY and then only in the event that the move, alteration or removal will not subject such improvements or Kaufman Sports Complex to damage. Any such move, alteration or removal shall be at the sole expense of KLCSB.
- 4.06 Council Updates.** An officer of the KLCSB Board shall attend a CITY Council meeting and shall provide an update to the CITY Council within thirty (30) days after the last day of regular season play for both the Fall Season and the Spring Season.
- 4.07 Ex-Officio Member.** The Parks and Recreation Director or designee shall serve as an ex-officio member of the Board of Directors of the KLCSB. KLCSB shall email board meeting agendas to the Parks and Recreation Director or designee a minimum of seventy-two (72) hours prior to each such KLCSB Board meeting.
- 4.08 Partnership Opportunities.** KLCSB shall diligently pursue any actions or opportunities that will reduce the maintenance and operational costs of both KLCSB and CITY, including without limitation, additional tournaments, capital improvement initiatives and other CITY authorized activities.

- 4.09 Events.** CITY and KLCSB agree and understand that there is a benefit in combining resources and participation in CITY sponsored events. KLCSB agrees to work with CITY in the joint scheduling and promotion of CITY events as practicable for both parties.

V.

Rules and Regulations / Closure/ Parking

- 5.01 CITY Regulations.** KLCSB understands and agrees that its' use of the Kaufman Sports Complex shall be allowed only in accordance with CITY ordinances, guidelines and regulations, including without limitation the following:

A. Field Closure Policy and Procedure: KLCSB shall cancel, delay or postpone any games, tournaments, practices, scrimmages, camps or other activities if severe weather conditions are present and/or when CITY notifies KLCSB that supplemental watering will be conducted. Notwithstanding the terms of this Agreement, CITY, in its sole discretion, retains the right to close any or all of Kaufman Sports Complex that is the subject of this Agreement. The Park Superintendent and/or designee, at their sole discretion, may close Kaufman Sports Complex and suspend play at any time if, in CITY'S sole discretion, it is determined that continued use presents a risk of injury to persons or damage to Kaufman Sports Complex or the general health, safety or welfare of the public.

In addition to the foregoing, all or a portion of Kaufman Sports Complex may be closed for repair, remodeling, overseeding or other maintenance. In the event of closure for such maintenance, CITY shall timely notify KLCSB officials in order to minimize the impact on scheduling as much as reasonably possible. CITY also reserves the right to close all or a portion of Kaufman Sports Complex during operational hours, and if resources are available, CITY may offer substitutions or alternatives for the use of Kaufman Sports Complex or offer replacement premises or facilities.

- 5.02 Parking:** During the term of this Agreement, CITY shall provide KLCSB with access to and use of Kaufman Sports Complex east parking area. The repair and maintenance of such parking lot shall remain the sole responsibility of the CITY.

VI.

KLCSB USE OF CITY PARK CONCESSION FACILITIES

- 6.01 Schedule.** KLCSB shall have the exclusive right to use the concession facilities at Kaufman Sports Complex during the term of this Agreement.
- 6.02 Subleasing Prohibited.** KLCSB shall utilize the concession facilities only for the purpose of vending and/or sale of concessions, food, beverages, or merchandise.

KLCSB is strictly prohibited from leasing or sub-leasing the concessions operation of any CITY facility located on Kaufman Sports Complex without written permission from the Director of Parks and Recreation.

- 6.03 **Consideration.** KLCSB, in consideration of the exclusive use of the CITY concession facility agrees to pay CITY 10% of total gross receipts (after tax) no later than 21 days after the conclusion of the season. A report of total receipts will accompany the payment.
- 6.04 **As-Is Condition.** The KLCSB shall take Kaufman Sports Complex on an “as-is” condition on the date of execution of this Agreement and there shall be no obligation by the CITY to make any other improvements to the concession stands and/or any other Kaufman Sports Complex facilities. KLCSB shall not make any improvements or structural changes to any CITY concession facility without written permission by the Director of Parks and Recreation. KLCSB will keep the facility clean and maintained during operational timeframes.

VII.
GENERAL REQUIREMENTS APPLICABLE TO KLCSB
USE OF CITY PROPERTY

- 7.01 **Immunity:** Nothing in this Agreement, or in any exhibit or attachment hereto, shall be construed to affect, alter, or modify the immunity of either party under the Texas Civil Practice and Remedies Code §§101.001 et seq. It is expressly understood and agreed that in the execution of this Agreement, neither CITY nor KLCSB waives, nor shall be deemed to waive, any immunity or defense that would otherwise be available to each against claims arising in the exercise of governmental powers and functions.
- 7.02. **Insurance:** During the term of this Agreement KLCSB shall obtain and maintain, at its sole expense, general liability insurance with the minimum amounts of \$1,000,000 Bodily Injury Liability and \$1,000,000 Property Damage Liability while naming the CITY of Kaufman as an additional insured to protect against potential claims arising out of the KLCSB’s use of the Kaufman Sports Complex and the facilities. KLCSB shall furnish CITY with certificates of insurance evidencing its compliance with this Paragraph at least ten (10) days prior to the commencement of the term of this Agreement. Nothing contained herein shall be construed to grant any third party rights or as a waiver of any governmental and/or public purpose of the operation or use of all or a portion of Kaufman Sports Complex.
- 7.03 **No Third Party Beneficiary:** For purposes of this Agreement, including its intended operation and effect, the parties specifically agree and contract that: (1) the Agreement only affects matters/disputes between the parties to this Agreement, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with CITY or KLCSB or both; and (2) the terms

of this Agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either CITY or KLCSB. This Agreement shall not create any third-party beneficiaries.

- 7.04 Notice:** Each notice or other communication which may be or is required to be given under this Agreement shall be in writing and shall be deemed to have been properly given when delivered by e-mail or personally during the normal business hours of the party to whom such communication is directed, or upon receipt when sent by United States registered or certified mail, return receipt requested, postage prepaid, to the following addresses as may be designated by the appropriate party; however, each party has a right to designate a different address by giving the other party fifteen (15) days prior written notice of such designation:

If to KLCSB:

Tres Borders
Kaufman Lions Club Summer Baseball Association
801 Adams Lane
Kaufman, Texas 75142

If to CITY:

Tim Hopwood
Director of Public Works
City of Kaufman
209 S. Washington St.
Kaufman, Texas 75142

- 7.05 Claims Against Parties:** Each party shall be responsible for defending and/or disposing of all causes arising against the respective party as a result of its use or occupation of Kaufman Sports Complex. It is expressly understood and agreed that in the execution of this Agreement, neither CITY nor KLCSB waives, nor shall be deemed to waive, any immunity or defense that would otherwise be available to each against claims arising in the exercise of governmental powers and functions.
- 7.05 Entire Agreement:** This Agreement contains the entire agreement of the parties hereto, and no other oral or written commitments shall have any force or effect if not contained herein.
- 7.06 Severability:** In case any one (1) or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalidity, illegality or unenforceable provision had never been contained herein.

- 7.07 Authority:** The undersigned officers and/or agents are authorized to execute this Agreement on behalf of the parties hereto, and each party hereto certifies to the other that any necessary resolutions extending such authority have been duly passed and are now in full force and effect.
- 7.08 Defective Conditions.** KLCSB shall promptly report to CITY any defects or dangerous conditions it discovers on or concerning Kaufman Sports Complex or other CITY property, and shall cease any such use until such defect or condition is repaired or cured, provided CITY shall not have an obligation to repair or cure any such defect of condition.

VIII.

TERMINATION

- 8.01 Termination for Cause.** Upon the occurrence of any one or more of the following events, the CITY in its sole discretion may elect to terminate this Agreement upon ten (10) days written notice of default to KLCSB:
- A. KLCSB defaults by failing to timely remit payment to CITY in accordance with the provisions of this Agreement or otherwise defaults upon any one or more of its obligations under this Agreement, and KLCSB has failed to remedy such default within ten (10) days of the date of CITY'S written notice of default to KLCSB.
- 8.02 Termination Without Cause.** Either party may terminate this Agreement with or without cause, by giving sixty (60) days prior written notice of the date of termination to the other party. Upon termination, all permanent improvements shall remain the property of CITY and all personal property shall remain the property of the party paying for such personal property. Removal of personal property or improvements shall be subject to the terms contained herein. However, all personal property and improvements remaining on Kaufman Sports Complex property for sixty (60) days after the date of termination of this Agreement shall become the personal property and improvements of the CITY.

IX.

REMEDIES AND PENALTIES

- 9.01 Remedies.** No right or remedy granted or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Agreement may be waived without written consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Agreement.

9.02 Penalties. In addition to all other rights and remedies of CITY under the terms of this Agreement and CITY Ordinance, as a penalty for violation of any of the terms or conditions of this Agreement or of a CITY Ordinance when such violation results in damage to CITY property or facilities, KLCSB shall pay the actual cost of the repair of such damage plus a fifty dollar (\$50.00) fee per hour for each CITY staff person utilized to make the repair. Further, in addition to the foregoing penalty and all other remedies legally available to CITY, in the event that participants, guests or spectators at a KLCSB scheduled activity engage in any action or behavior, whether intentional or negligent, that causes or results in damage to CITY property, KLCSB shall pay the actual cost of the repair of such damage plus a fifty dollar (\$50.00) fee per hour for each CITY staff person utilized to make the repair.

X. **APPLICABLE LAW**

This Agreement is governed by the laws of the State of Texas; exclusive venue for any action shall be in Kaufman County, Texas.

XI. **ASSIGNMENT**

KLCSB shall not assign, sublet, subcontract or transfer all or a portion of its rights or obligations under this Agreement without the prior written approval of the CITY.

XII. **GENERAL REQUIREMENTS**

12.01 Financials. KLCSB shall provide financials to the CITY on or before the last Monday in February for the previous Fall Season, and on or before the last Monday in August for the previous Spring Season. This requirement shall survive termination and/or expiration of this Agreement.

12.02 Reports. On or before the twenty-first (21st) day following the commencement of the Spring Season and the Fall Season, KLCSB shall provide a written report identifying the total number of KLCSB registered players, the city of residence for each such player, the associated age division for each such player, and the classification of the player as a member of a recreation team or a select team.

12.04 Background Checks. KLCSB shall require that each person volunteering to serve as a board member, head coach and/or an assistant coach, or in any other capacity pass a background check. Additionally, all adult umpires shall be required to successfully pass a background check. KLCSB approved standards for successful completion of a background check shall be provided to CITY, and any person failing to meet such standards shall not be allowed to volunteer, serve or otherwise work for KLCSB in any manner or capacity.

WITNESS: KAUFMAN LIONS CLUB SUMMER BASEBALL ASSOCIATION

By: _____
Tres Borders, President
Kaufman Lions Club Summer Baseball Association

ATTEST: CITY OF KAUFMAN, TEXAS

By: _____
Jeff Jordan, Mayor
City of Kaufman, Texas

By: _____
Jessie Hanks, City Secretary
City of Kaufman, Texas

APPROVED AS TO FORM:

By: _____
Patricia Adams, City Attorney
City of Kaufman, Texas

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF KAUFMAN §

This instrument was acknowledged before me on the _____ day of _____, 2022 by **Jeff Jordan, Mayor** of the **CITY OF KAUFMAN, TEXAS**, a home rule municipal corporation, on behalf of such corporation.

Notary Public in and for the
State of Texas

STATE OF TEXAS §
 §
COUNTY OF KAUFMAN §

This instrument was acknowledged before me on the _____ day of _____, 2022 by **Tres Borders, President** of the **KAUFMAN LIONS CLUB SUMMER BASEBALL ASSOCIATION**, a nonprofit corporation, on behalf of such corporation.

Notary Public in and for the
State of Texas

EXHIBIT "A"
(CITY FIELDS & FACILITIES TO BE USED BY KLCSB)

KAUFMAN SPORTS COMPLEX

Red Baseball Field
Blue Baseball Field
Green Baseball Field
Red T-Ball Field
Blue T-Ball Field
Green T-Ball Field
Yellow T-Ball Field

Batting cages

Concession #1

Parking Lot



Meeting
Date: 12/19/2022

Date: 12/12/2022

Item #: 8.

Dept.: Public Works

Consent Agenda

SUBJECT:

Consider and take appropriate action on a Non-Exclusive Use Agreement between the City of Kaufman and the Kaufman Soccer Association for use of the soccer fields at the Kaufman Sports Complex; and authorizing the mayor or his designee to execute necessary documents.

BACKGROUND:

City staff's proposed field use agreement with the Kaufman Soccer Association (KSA) contracts renewed for a one-year term. The new contract allows the association teams to use the city-owned fields under the renewed terms. The new contracts are attached:

New contract details:

- The term of the agreements shall commence on February 01, 2023, and end on January 31, 2024, unless otherwise terminated as provided herein for (KSA). After the initial term expires, the contract will renew for three (3) additional terms of one (1) year each provided that the contract is not protested by either party within sixty days (60) of the contract's expiration date.
- The Spring Season will begin the first week of February through the fourth week of June. The Fall Season shall run from the second week of August through the second week of October.
- The City will schedule field maintenance one day a week on the soccer fields on (Wednesday) for each field in which (KSA) will not be allowed use at the Kaufman Sports Complex for either practice or games.
- If at any time, the CITY institutes a player fee, (KSA) will be required to collect and pay to the CITY all said fees collected within two weeks of the beginning of each season

The Kaufman Parks and Recreation Board made a motion at the Thursday, November 17, 2022 board meeting to approve the new contract terms for (KSA) and to make a motion to City Council for final approval.

Author:
Tim Hopwood, Public Works Director

Reviewed:
Mike Slye, City Manager

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

Recommendation: Staff recommends approval of the KSA agreement.

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

THE STATE OF TEXAS §
 §
COUNTY OF KAUFMAN §

**NON-EXCLUSIVE USE AGREEMENT BY AND BETWEEN
THE CITY OF KAUFMAN
AND THE KAUFMAN SOCCER ASSOCIATION**

THIS NON-EXCLUSIVE USE AGREEMENT is made and entered into by and between the CITY OF KAUFMAN, TEXAS (hereinafter referred to as "CITY"), acting by and through its Mayor or designee, and the Kaufman Soccer Association (hereinafter referred to as "KSA"), acting by and through the President of its Board of Directors, or designee, (hereinafter "Agreement").

WITNESSETH:

WHEREAS, the CITY owns and maintains CITY parks and sports facilities (hereinafter "Kaufman Sports Complex"); and

WHEREAS, the KSA is comprised of various youth soccer teams for soccer play; and

WHEREAS, the KSA desires to use the CITY parks and facilities as specifically identified herein below; and

WHEREAS, Capital improvement cost participation and other partnership opportunities shall be pursued and shared by CITY and KSA as expressly set forth in this Agreement; and

WHEREAS, KSA and CITY agree that it serves their best interests to work with CITY; and

WHEREAS, KSA and CITY agree that the properties and facilities identified herein shall be used by KSA solely for the purpose of providing soccer use for the members of the KSA; and

WHEREAS, the parties agree that this Agreement supersedes any and all prior written and/or oral agreements for use of Kaufman Sports Complex, and by execution of this Agreement, the parties agree and intend that this Agreement shall exclusively govern KSA's use of Kaufman Sports Complex.

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The CITY shall schedule one (a) day per week (Wednesday) for each field on which KSA will not be allowed use of at Kaufman Sports Complex for either practice or games. The proposed schedule shall be submitted to KSA thirty (30) days prior to the commencement of regular season practice for both the Spring Season and for the Fall Season.

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1. watering;
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- 5.02 Parking:** During the term of this Agreement, CITY shall provide KSA with access to and use of Kaufman Sports Complex east parking area. The repair and maintenance of such parking lot shall remain the sole responsibility of the CITY.

VI.

KSA USE OF CITY PARK CONCESSION FACILITIES

- 6.01 Schedule.** KSA shall have the exclusive right to use the concession facilities at Kaufman Sports Complex during the term of this Agreement.
- 6.02 Subleasing Prohibited.** KSA shall utilize the concession facilities only for the purpose of vending and/or sale of concessions, food, beverages, or merchandise.

KSA is strictly prohibited from leasing or sub-leasing the concessions operation of any CITY facility located on Kaufman Sports Complex without written permission from the Director of Parks and Recreation.

- 6.03 **Consideration.** KSA, in consideration of the exclusive use of the CITY concession facility agrees to pay CITY 10% of total gross receipts (after tax) no later than 21 days after the conclusion of the season. A report of total receipts will accompany the payment.
- 6.04 **As-Is Condition.** The KSA shall take Kaufman Sports Complex on an “as-is” condition on the date of execution of this Agreement and there shall be no obligation by the CITY to make any other improvements to the concession stands and/or any other Kaufman Sports Complex facilities. KSA shall not make any improvements or structural changes to any CITY concession facility without written permission by the Director of Parks and Recreation. KSA will keep the facility clean and maintained during operational timeframes.

VII.
GENERAL REQUIREMENTS APPLICABLE TO KSA
USE OF CITY PROPERTY

- 7.01 **Immunity:** Nothing in this Agreement, or in any exhibit or attachment hereto, shall be construed to affect, alter, or modify the immunity of either party under the Texas Civil Practice and Remedies Code §§101.001 et seq. It is expressly understood and agreed that in the execution of this Agreement, neither CITY nor KSA waives, nor shall be deemed to waive, any immunity or defense that would otherwise be available to each against claims arising in the exercise of governmental powers and functions.
- 7.02. **Insurance:** During the term of this Agreement KSA shall obtain and maintain, at its sole expense, general liability insurance with the minimum amounts of \$1,000,000 Bodily Injury Liability and \$1,000,000 Property Damage Liability while naming the CITY of Kaufman as an additional insured to protect against potential claims arising out of the KSA’s use of the Kaufman Sports Complex and the facilities. KSA shall furnish CITY with certificates of insurance evidencing its compliance with this Paragraph at least ten (10) days prior to the commencement of the term of this Agreement. Nothing contained herein shall be construed to grant any third party rights or as a waiver of any governmental and/or public purpose of the operation or use of all or a portion of Kaufman Sports Complex.
- 7.03 **No Third Party Beneficiary:** For purposes of this Agreement, including its intended operation and effect, the parties specifically agree and contract that: (1) the Agreement only affects matters/disputes between the parties to this Agreement, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with CITY or KSA or both; and (2) the terms

of this Agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either CITY or KSA. This Agreement shall not create any third-party beneficiaries.

- 7.04 Notice:** Each notice or other communication which may be or is required to be given under this Agreement shall be in writing and shall be deemed to have been properly given when delivered by e-mail or personally during the normal business hours of the party to whom such communication is directed, or upon receipt when sent by United States registered or certified mail, return receipt requested, postage prepaid, to the following addresses as may be designated by the appropriate party; however, each party has a right to designate a different address by giving the other party fifteen (15) days prior written notice of such designation:

If to KSA:

JoAnn Ford
Kaufman Soccer Association
5698 Cheryl Lane
Kaufman, Texas 75142

If to CITY:

Tim Hopwood
Director of Public Works
City of Kaufman
209 S. Washington St.
Kaufman, Texas 75142

- 7.05 Claims Against Parties:** Each party shall be responsible for defending and/or disposing of all causes arising against the respective party as a result of its use or occupation of Kaufman Sports Complex. It is expressly understood and agreed that in the execution of this Agreement, neither CITY nor KSA waives, nor shall be deemed to waive, any immunity or defense that would otherwise be available to each against claims arising in the exercise of governmental powers and functions.
- 7.05 Entire Agreement:** This Agreement contains the entire agreement of the parties hereto, and no other oral or written commitments shall have any force or effect if not contained herein.
- 7.06 Severability:** In case any one (1) or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalidity, illegality or unenforceable provision had never been contained herein.
- 7.07 Authority:** The undersigned officers and/or agents are authorized to execute this Agreement on behalf of the parties hereto, and each party hereto certifies to the

other that any necessary resolutions extending such authority have been duly passed and are now in full force and effect.

- 7.08 Defective Conditions.** KSA shall promptly report to CITY any defects or dangerous conditions it discovers on or concerning Kaufman Sports Complex or other CITY property, and shall cease any such use until such defect or condition is repaired or cured, provided CITY shall not have an obligation to repair or cure any such defect of condition.

VIII. **TERMINATION**

- 8.01 Termination for Cause.** Upon the occurrence of any one or more of the following events, the CITY in its sole discretion may elect to terminate this Agreement upon ten (10) days written notice of default to KSA:

A. KSA defaults by failing to timely remit payment to CITY in accordance with the provisions of this Agreement or otherwise defaults upon any one or more of its obligations under this Agreement, and KSA has failed to remedy such default within ten (10) days of the date of CITY'S written notice of default to KSA.

- 8.02 Termination Without Cause.** Either party may terminate this Agreement with or without cause, by giving sixty (60) days prior written notice of the date of termination to the other party. Upon termination, all permanent improvements shall remain the property of CITY and all personal property shall remain the property of the party paying for such personal property. Removal of personal property or improvements shall be subject to the terms contained herein. However, all personal property and improvements remaining on Kaufman Sports Complex property for sixty (60) days after the date of termination of this Agreement shall become the personal property and improvements of the CITY.

IX. **REMEDIES AND PENALTIES**

9.01 Remedies. No right or remedy granted or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Agreement may be waived without written consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Agreement.

9.02 Penalties. In addition to all other rights and remedies of CITY under the terms of this Agreement and CITY Ordinance, as a penalty for violation of any of the terms or conditions of this Agreement or of a CITY Ordinance when such violation results in damage to CITY property or facilities, KSA shall pay the actual cost of the repair of such

damage plus a fifty dollar (\$50.00) fee per hour for each CITY staff person utilized to make the repair. Further, in addition to the foregoing penalty and all other remedies legally available to CITY, in the event that participants, guests or spectators at a KSA scheduled activity engage in any action or behavior, whether intentional or negligent, that causes or results in damage to CITY property, KSA shall pay the actual cost of the repair of such damage plus a fifty dollar (\$50.00) fee per hour for each CITY staff person utilized to make the repair.

X. **APPLICABLE LAW**

This Agreement is governed by the laws of the State of Texas; exclusive venue for any action shall be in Kaufman County, Texas.

XI. **ASSIGNMENT**

KSA shall not assign, sublet, subcontract or transfer all or a portion of its rights or obligations under this Agreement without the prior written approval of the CITY.

XII. **GENERAL REQUIREMENTS**

12.01 Financials. KSA shall provide financials to the CITY on or before the last Monday in February for the previous Fall Season, and on or before the last Monday in August for the previous Spring Season. This requirement shall survive termination and/or expiration of this Agreement.

12.02 Reports. On or before the twenty-first (21st) day following the commencement of the Spring Season and the Fall Season, KSA shall provide a written report identifying the total number of KSA registered players, the city of residence for each such player, the associated age division for each such player, and the classification of the player as a member of a recreation team or a select team.

12.04 Background Checks. KSA shall require that each person volunteering to serve as a board member, head coach and/or an assistant coach, or in any other capacity pass a background check. Additionally, all adult umpires shall be required to successfully pass a background check. KSA approved standards for successful completion of a background check shall be provided to CITY, and any person failing to meet such standards shall not be allowed to volunteer, serve or otherwise work for KSA in any manner or capacity.

WITNESS: KAUFMAN SOCCER ASSOCIATION

By: _____
JoAnn Ford, President
Kaufman Soccer Association

ATTEST: CITY OF KAUFMAN, TEXAS

By: _____
Jeff Jordan, Mayor
City of Kaufman, Texas

By: _____
Jessie Hanks, City Secretary
City of Kaufman, Texas

APPROVED AS TO FORM:

By: _____
Patricia Adams, City Attorney
City of Kaufman, Texas

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF KAUFMAN §

This instrument was acknowledged before me on the _____ day of _____, 2022 by **Jeff Jordan, Mayor** of the **CITY OF KAUFMAN, TEXAS**, a home rule municipal corporation, on behalf of such corporation.

Notary Public in and for the
State of Texas

STATE OF TEXAS §
 §
COUNTY OF KAUFMAN §

This instrument was acknowledged before me on the _____ day of _____, 2022 by **JoAnn Ford, President** of the **KAUFMAN SOCCER ASSOCIATION**, a nonprofit corporation, on behalf of such corporation.

Notary Public in and for the
State of Texas

EXHIBIT "A"
(CITY FIELDS & FACILITIES TO BE USED BY KSA)

KAUFMAN SPORTS COMPLEX

Soccer Fields

Concession #2 & Restrooms

Parking Lot

Bleachers



Meeting
Date: 12/19/2022

Date: 12/15/2022

Item #: 9.

Dept.: Administration

Consent Agenda

SUBJECT:

Consider and take appropriate action on the rejection of all bids for janitorial services at the Kaufman Civic Center.

BACKGROUND:

The City of Kaufman solicited sealed bids for Janitorial Services for the Kaufman Civic Center. The bid included twice-a-week cleaning and after-event cleaning. The bids were opened on December 8th at 2 pm. We received 3 bids from Sneed Janitorial Services, Dallas Janitorial Services, and Richard Todd Archer. We also received a late submittal from Pioneer Cleaning, which will not be considered due to not submitting on time. Upon reviewing the proposals, the staff would recommend the City Council reject all bids and direct staff to continue solicited for proposals.

Business Name	Weekly Cleaning Costs	After-Event Cleaning Cost
---------------	-----------------------	---------------------------

Sneed Janitorial	\$ 612	Not submitted
------------------	--------	---------------

Dallas Janitorial Services	\$ 554	Not submitted
----------------------------	--------	---------------

Richard Todd Archer	\$ 200	\$50.00 per hour
---------------------	--------	------------------

Pioneer Services	\$ 240	\$ 10
	.00	0.00

Author:
Jessie Hanks, City Secretary

Reviewed:
Mike Slye, City Manager

Cost:

Funds Available:

Source:

Recommendation: Staff recommends rejecting all the bids for janitorial services at the Kaufman Civic Center.

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



Meeting
Date: 12/19/2022

Date: 12/09/2022

Item #: 10.

Dept.: Development
Services

PZ Item

SUBJECT:

Conduct a public hearing, consider, and take appropriate action on Ordinance No. O-40-22, an ordinance of the City Council of the City of Kaufman, amending the City of Kaufman Comprehensive Zoning Ordinance O-02-07, as amended, and Chapter 118, "Zoning" of the City of Kaufman's Code of Ordinances, and the official Zoning Map to **rezone** approximately **2.007 acres** out of the D. Falcon Survey, Abstract No. 151, City of Kaufman, from Agricultural/Open District (A/O) to Townhome Residential District (TH), said property being **located on the west side of Tabor Parkway at Dillard Lane** (Property ID 78884). (Case No. Z-09-22)

BACKGROUND:

See the attached December 6, 2022 Planning and Zoning Commission Report and attachments.

Author:

Andrew Bogda, Director of Development Services

Reviewed:

Mike Slye, City Manager

Cost:

Funds Available:

Source:

Recommendation: On December 6, 2022, the Planning and Zoning Commission conducted a public hearing and recommended approval, by a vote of 5-1, of the request to rezone approximately 2.007 acres generally located on the west side of Tabor Parkway at Dillard Lane (Property ID 78884) from A-O Agriculture/Open District to TH Townhome Residential District.

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



Planning and Zoning Commission Report

Meeting Date: December 6, 2022

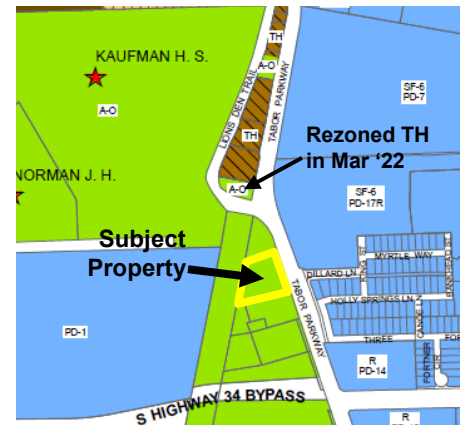
SUBJECT: Conduct a public hearing and make a recommendation to City Council for a request to rezone approximately 2.007 acres out of the D. Falcon Survey, Abstract No. 151, City of Kaufman, from Agricultural/Open District (A/O) to Townhome Residential District (TH), said property being located on the west side of Tabor Parkway at Dillard Lane (Property ID 78884). (Z-09-22)

BACKGROUND/SUMMARY:

The subject property was purchased by the applicant to accommodate residential development. In particular, the applicant is seeking to develop townhomes on the property. The property is currently vacant and zoned Agriculture/Open District (A/O); the applicant is requesting Townhome Residential (TH) zoning to accommodate the proposed development. The applicant is proposing to build a street with a cul-de-sac to align with Dillard Lane that will be lined with townhomes on either side. The townhomes are proposed to be served by alleys, which will help to create a nice streetscape and avoid the appearance of garage-dominated front facades. The requested zoning is consistent with the row of TH zoning that has been established along this same side of Tabor Parkway, just 400 feet to the north.

SURROUNDING ZONING AND EXISTING LAND USES:

	Zoning	Existing Land Use
North:	A/O	Single-family residence
South:	A/O	Single family residence
East:	PD-17R	Single-family residential & vacant land
West:	A/O	Vacant land



COMPREHENSIVE PLAN:

Land Use Plan:

The 2014 Future Land Use Plan designated the land use of the subject property as Future Commercial. While the proposed zoning request is not consistent with that designation, it is consistent with the medium-density residential land use patterns that have developed in the area, which have included townhomes and duplexes along the west side of Tabor Parkway and medium-density single-family residential along the east side of Tabor Parkway. Given that this property is a mid-block location and not located at an intersection or along an arterial roadway, a medium-density residential land use would be more appropriate, especially given that this land use has already been established along this corridor.

Thoroughfare Plan:

The Thoroughfare Plan designates Tabor Parkway as a “Type B”, Minor Arterial, requiring a future right-of-way width of 100 feet. Tabor Parkway is part of the realignment of CR 151 / Old Kemp Highway, which was completed in 2018. If additional right-of-way is needed, it will be required at the time of platting.

PROPERTY OWNER RESPONSES:

The City of Kaufman mailed out notification letters to 14 property owners within 300 feet of the subject property. The State requires a 200-foot notification and the City of Kaufman notifies an extra 100-foot radius, for every notification required in the Comprehensive Zoning Ordinance. The results are as follows:

- Number of property owners who returned letter in agreement of the request: 0
- Number of property owners who returned letter in opposition of the request: 0
- Number of property owners have not responded: 14

If 20% of the area within 200 feet of the request objects the application, then a favorable vote of $\frac{3}{4}$ of all members of the City Council (which is 6 members) shall be required to approve any change in zoning. The 20% rule is a State law.

RECOMMENDATION:

Staff recommends approval of Z-09-22 to rezone approximately 2.007 acres out of the D. Falcon Survey, Abstract No. 151, City of Kaufman, from Agricultural/Open District (A/O) to Townhome Residential District (TH), said property being located on the west side of Tabor Parkway at Dillard Lane (Property ID 78884).

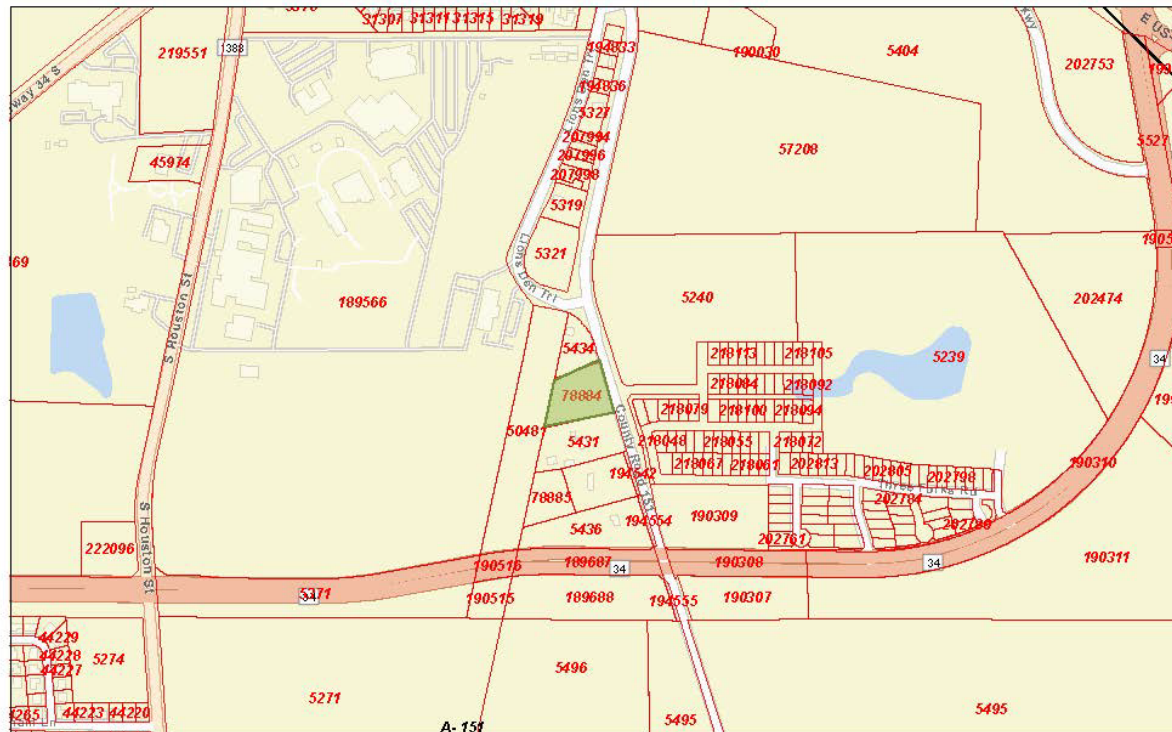
ATTACHMENTS:

1. Location Map
2. Survey
3. Proposed Conceptual Layout

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

Location Map

Location Map for PID 78884



11/8/2022, 9:38:02 AM

☐ Abstracts

 Parcels

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 a on-the-ground survey and represents only the approximate relative location of boundaries.

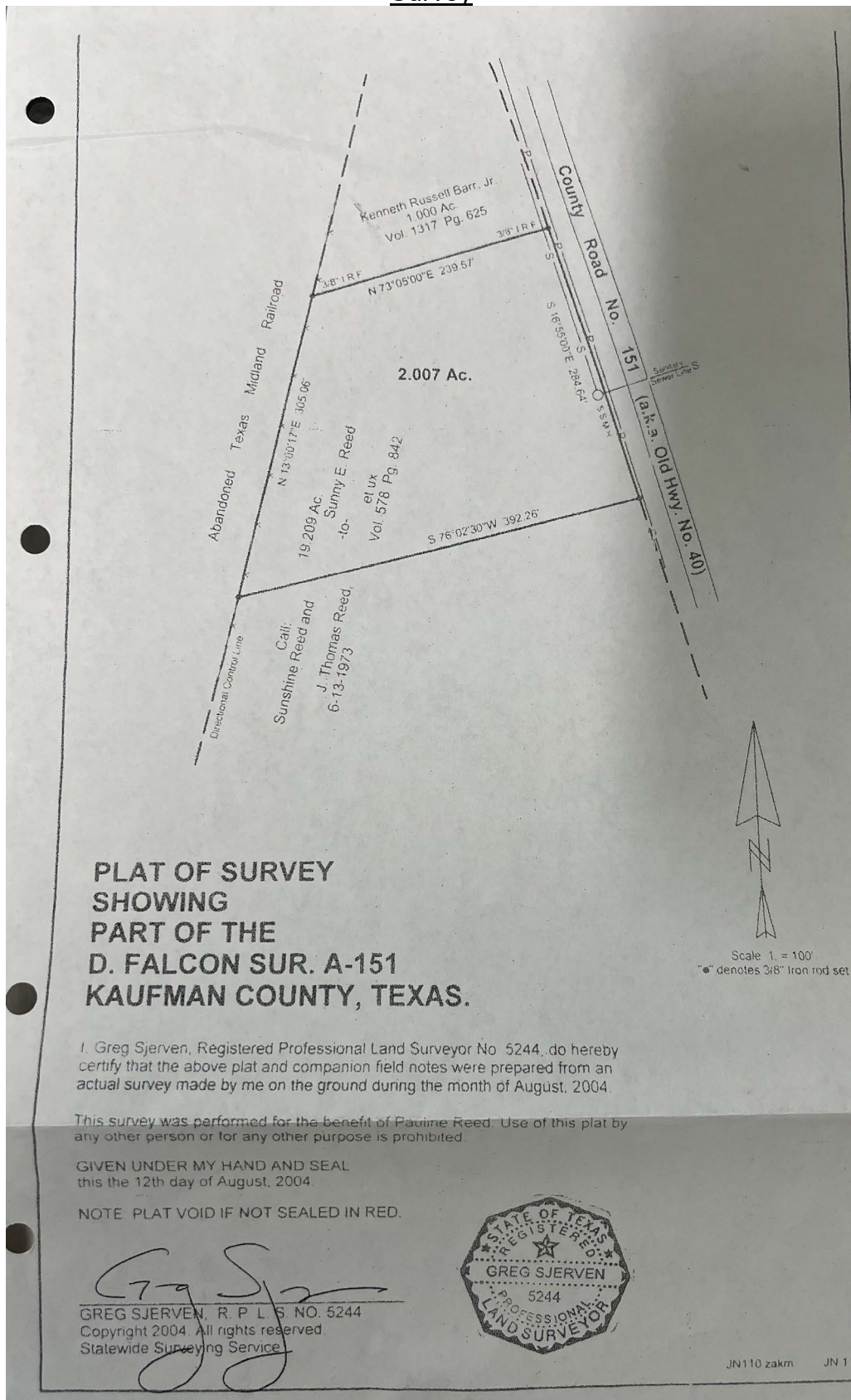
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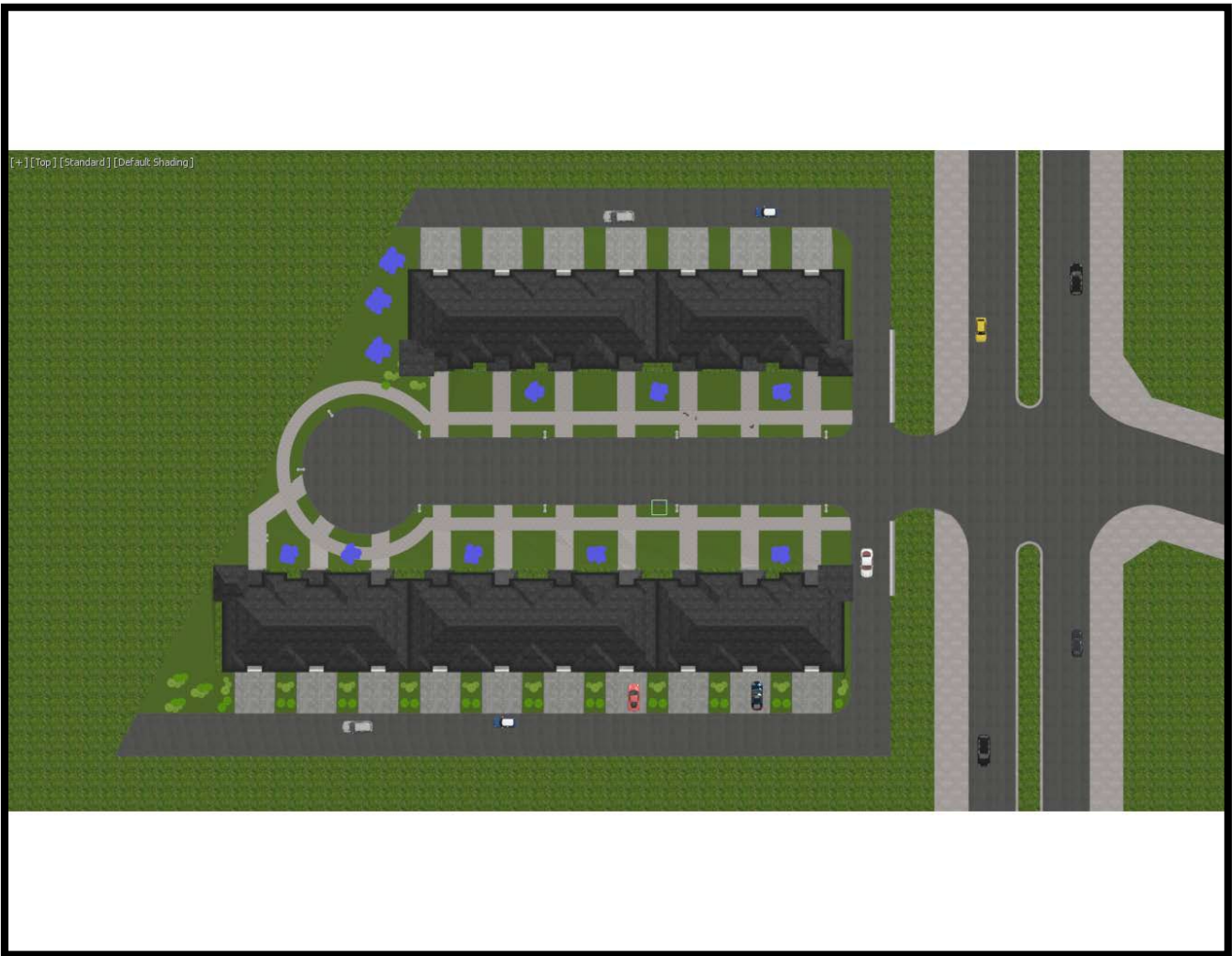
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Survey



Proposed Conceptual Layout



Item #2
Z-09-22

Andrew Bogda

From: sspradling@sunbeltvac.com
Sent: Tuesday, December 6, 2022 3:00 PM
To: Andrew Bogda
Cc: 'John Spradling'
Subject: Townhomes Rezoning on Tabor Parkway
Attachments: Townhomes Going In.pdf

Unfortunately, I nor my husband can make the meeting tonight, but we would like to adamantly oppose the building on townhomes RIGHT NEXT DOOR to our home and property. Our concerns are attached in a PDF format....

You have our property valued at upwards of \$500,000.00, however townhomes are going to significantly decrease our property value. Not to mention it is not in keeping with the single family feel of our street.

When we purchased our home four years ago, we would have never made such an investment if we thought multi-family housing would be going in next to us. Our home is OUR investment, and if you allow these townhomes to go in, we are likely to lose our investment.

Please feel free to contact me at 469-859-5754 if you have any questions or want to discuss this further. We beg of you NOT to allow these townhomes to go in.....

5176 Tabor Parkway
John & Sheila Spradling

Sheila Spradling
Sunbelt Vacuum & Disposal
3361 US 175
Kaufman, TX 75142
214-217-0335 office



We were recently notified of the request to put townhomes right next to our single-family dwelling. We are completely and totally against this for the following reasons:

1. Townhomes are not in keeping with the feel of our neighborhood. We have single family dwellings all around us, and would have NEVER bought our home had we thought that townhomes could go in
2. During a recession, as is what can only be expected to happen in the next few years, the three following types of properties can be expected to collapse in value first AND face the slowest property appreciation rates during a recovery period:
 - A. High End Homes
 - B. Vacation Homes
 - C. Townhomes

Stand alone, or single-family dwellings, retain value, and APPRECIATE, far more effectively during a recovery period than their higher cost and townhome peers.

3. Townhomes will increase the noise in our area. Dog's barking, people playing loud music and such with walls abutting right close to our homes
4. We live on acreage, as do our neighbors. Townhomes, or zero lot line homes, will decrease the value of our land.
5. We bought a single-family home on acreage for privacy and open space. Townhomes will reduce our country feel that we bought for and never imagined would go away with townhomes.
6. Townhomes will most likely lower our property value and resale value.
7. Will these townhomes be HOA maintained and managed?
8. How many townhomes are being proposed to be built?
9. Our privacy will be GONE if these townhomes are built right next to us.
10. The traffic, which is already bad on Tabor Parkway, will drastically increase with multi-family housing.
11. We were NEVER notified that this land that sold was approved for Commercial Purposes.

ORDINANCE O-40-22

AN ORDINANCE OF THE CITY OF KAUFMAN, TEXAS, AMENDING ORDINANCE NO. O-02-07, AS AMENDED, AND CHAPTER 118, "ZONING", OF THE CODE OF ORDINANCES OF THE CITY OF KAUFMAN, TEXAS, COLLECTIVELY "THE COMPREHENSIVE ZONING ORDINANCE AND THE OFFICIAL ZONING MAP" OF THE CITY IN ORDER TO CHANGE THE ZONING CLASSIFICATION ON AN APPROXIMATE 2.007 ACRE TRACT OF LAND (PROPERTY ID 78884) FROM AGRICULTURE/OPEN, "A/O", TO TOWNHOUSE RESIDENTIAL, "TH", THE PROPERTY BEING GENERALLY LOCATED ON THE WEST SIDE OF TABOR PARKWAY AT DILLARD LANE, BEING A TRACT OF LAND SITUATED IN THE D. FALCON SURVEY, ABSTRACT NO. 151, CITY OF KAUFMAN, KAUFMAN COUNTY, TEXAS; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING AMENDMENTS AND A ZONING MAP AMENDMENT; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE, AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED UPON EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, at its regular meeting held on the 6th day of December, 2022, the Planning and Zoning Commission did hold a public hearing and did consider and make a recommendation for approval of a request to rezone an approximate 2.007 acre tract of land (Property ID 78884) from Agriculture/Open, ("A/O"), to Townhouse Residential, ("TH"), the property being generally located on the west side of Tabor Parkway at Dillard Lane, such tract being a part of the D. Falcon Survey, Abstract No. 151, City of Kaufman, Kaufman County, Texas and more specifically described and depicted on **Exhibit "A"**, a copy of which is attached hereto and incorporated herein as (the "Property"), and

WHEREAS, at its regular meeting held on the 19th day of December, 2022, the City Council held a public hearing for the proposed request to rezone the Property from Agriculture/Open, ("A/O"), to Townhouse Residential, ("TH"); 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 Townhouse Residential, ("TH"), 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;

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

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

SECTION 2. AMENDMENT. That Ordinance No. O-02-07, as amended, 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 2.007 acre tract of land (Property ID 78884), such tract being a part of the D. Falcon Survey, Abstract No. 151, City of Kaufman, Kaufman County, Texas, more particularly described in **Exhibit "A"**, a copy of which is attached hereto and incorporated herein, from Agriculture/Open, ("A/O"), to Townhouse Residential, ("TH").

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 classification of the Property from Agriculture/Open, ("A/O"), to Townhouse Residential, ("TH"), 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. PUBLICATION AND EFFECTIVE DATE. This Ordinance shall become effective immediately upon its passage and publication as required by law and Charter.

PASSED AND APPROVED this 19th day of December, 2022.

**JEFF JORDAN
MAYOR**

ATTEST:

**JESSIE HANKS
CITY SECRETARY**

APPROVED AS TO FORM:

**PATRICIA A. ADAMS
CITY ATTORNEY**

Z-09-22
Property ID 78884
Location Map

[illegible]

 Abstracts

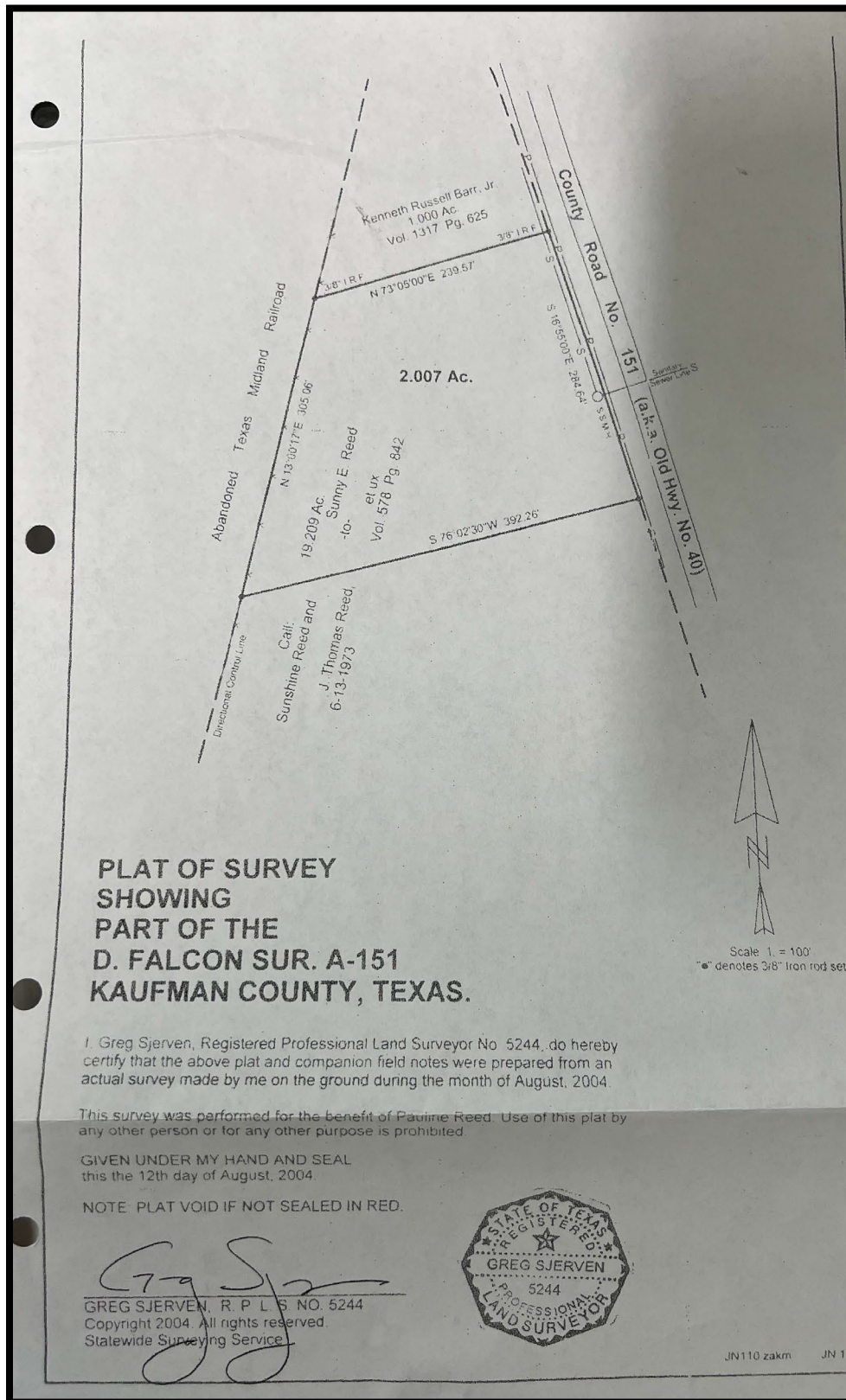
 Parcels

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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 a on-the-ground survey and represents only the approximate relative location of boundaries.

"EXHIBIT A" Description

Z-09-22
Property ID 78884
Survey





Meeting
Date: 12/19/2022

Date: 12/15/2022

Item #: c.

Dept.: Administration

Presentation

SUBJECT:

Consider and take appropriate action on Ordinance O-40-22.

BACKGROUND:

Author:

Reviewed:

Mike Slye, City Manager

Cost:

Funds Available:

Source:

Recommendation:

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



Meeting
Date: 12/19/2022

Date: 12/15/2022

Item #: 11.

Dept.: Administration

Ordinance

SUBJECT:

Consider and take appropriate action on Ordinance O-41-22, an ordinance of the City Council of the City of Kaufman, Texas, approving an Amended and Restated Project and Financing Plan for the Expanded Boundaries of Tax Increment Reinvestment Zone Number Two, City of Kaufman, Texas, pursuant to Chapter 311 of the Texas Tax Code, identifying project costs; and providing an effective date.

BACKGROUND:

Kaufman County rejected the amended ILA to include their participation in the expanded TIRZ 2A zone. As a consequence, TVCC rejected as well (they actually approved their participation providing the County participated). Total possible TIRZ 2 & 2A is no \$50M (versus \$63M if all jurisdictions participated.) This ordinance finalizes the new boundaries and project and financing plan for TIRZ #2 & 2A

Author:
Mike Slye, City Manager

Reviewed:
Mike Slye, City Manager

Cost:

Funds Available:

Source:

Recommendation: Staff recommends approval of the Amended Project and Financing Plan for Tax Increment Reinvestment Zone No. 2, City of Kaufman, Texas, established pursuant to Chapter 311 of the Texas Tax Code.

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

ORDINANCE O-41-22

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KAUFMAN, TEXAS, APPROVING AN AMENDED PROJECT AND FINANCING PLAN FOR TAX INCREMENT REINVESTMENT ZONE NUMBER TWO, CITY OF KAUFMAN, TEXAS, ESTABLISHED PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE

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

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

WHEREAS, the City Council desired to promote the development of a certain noncontiguous geographic area in the City (the "Zone"), through the expansion of a reinvestment zone as authorized by and in accordance with the Tax Increment Financing Act, codified at Chapter 311 of the Texas Tax Code; and

WHEREAS, on September 14, 2020, the City Council of the City of Kaufman, Texas, pursuant to Chapter 311 of the Texas Tax Code, approved Ordinance No. O-28-20 designating a contiguous geographic area (the "Original Boundaries") within the City as a Reinvestment Zone Number Two, City of Kaufman, Texas (the "Zone"); and

WHEREAS, on September 28, 2020, the Board of Directors for the Zone ("TIRZ Board") reviewed and recommended adoption of a Project and Financing Plan for the Zone, which was subsequently approved by the City Council on September 28, 2020, pursuant to Ordinance No. O-30-20; and

WHEREAS, on September 26, 2022, the City Council of the City of Kaufman, Texas, pursuant to Chapter 311 of the Texas Tax Code, approved Ordinance No. O-31-22 expanding the boundaries of the Zone ("Expanded Boundaries"); and

WHEREAS, the City Council of the City of Kaufman, Texas, pursuant to Chapter 311 of the Texas Tax Code, now desires to amend the Project and Financing Plan to expand the boundaries and increase the project costs for Reinvestment Zone Number Two, City of Kaufman, Texas; and

WHEREAS, as authorized by Section 311.011(e), and 311.008, of the Act, on December 19, 2022, the Board recommended that the Plan, as amended in Exhibit “A”, be approved by the City Council:

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

SECTION 1. RECITALS INCORPORATED.

The facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct.

SECTION 2. FINDINGS.

That the City Council hereby makes the following findings of fact:

- i. That the Plan, as amended, includes all information required by Sections 311.011(b) and (c) of the Act.
- ii. That the Plan, as amended, is feasible and the amended project plan conforms to the City’s master plan.
- iii. That consistent with Section 311.011(e) of the Act, notice of the public hearing on the amended Zone was published in a newspaper having general circulation in the City on September 15, 2022, which date was before the seventh (7th) day before a public hearing held on September 26, 2022 prior to the adoption of Ordinance O-31-22 because the Plan, as amended, does (i) reduce or increase the geographic area of the Zone; (ii) increase or decrease the tax increment to be contributed by a taxing unit; (iii) increase the total estimated project costs; or (iv) designate additional property in the Zone to be acquired by the City.

SECTION 3. APPROVAL OF AMENDED PLAN.

That based on the findings set forth in Section 2 of this Ordinance, the Plan, as amended in Exhibit “A” is hereby approved.

SECTION 4. SEVERABILITY CLAUSE.

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

SECTION 5. OPEN MEETINGS.

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

SECTION 6. EFFECTIVE DATE.

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

PASSED AND APPROVED ON this 19th day of December 2022.

Jeff Jordan, Mayor

ATTEST:

Jessie Hanks
City Secretary

APPROVED AS TO FORM:

Patricia Adams
City Attorney

EXHIBIT A
Amended Project and Financing Plan

Tax Increment Reinvestment Zone #2

City of Kaufman, Texas

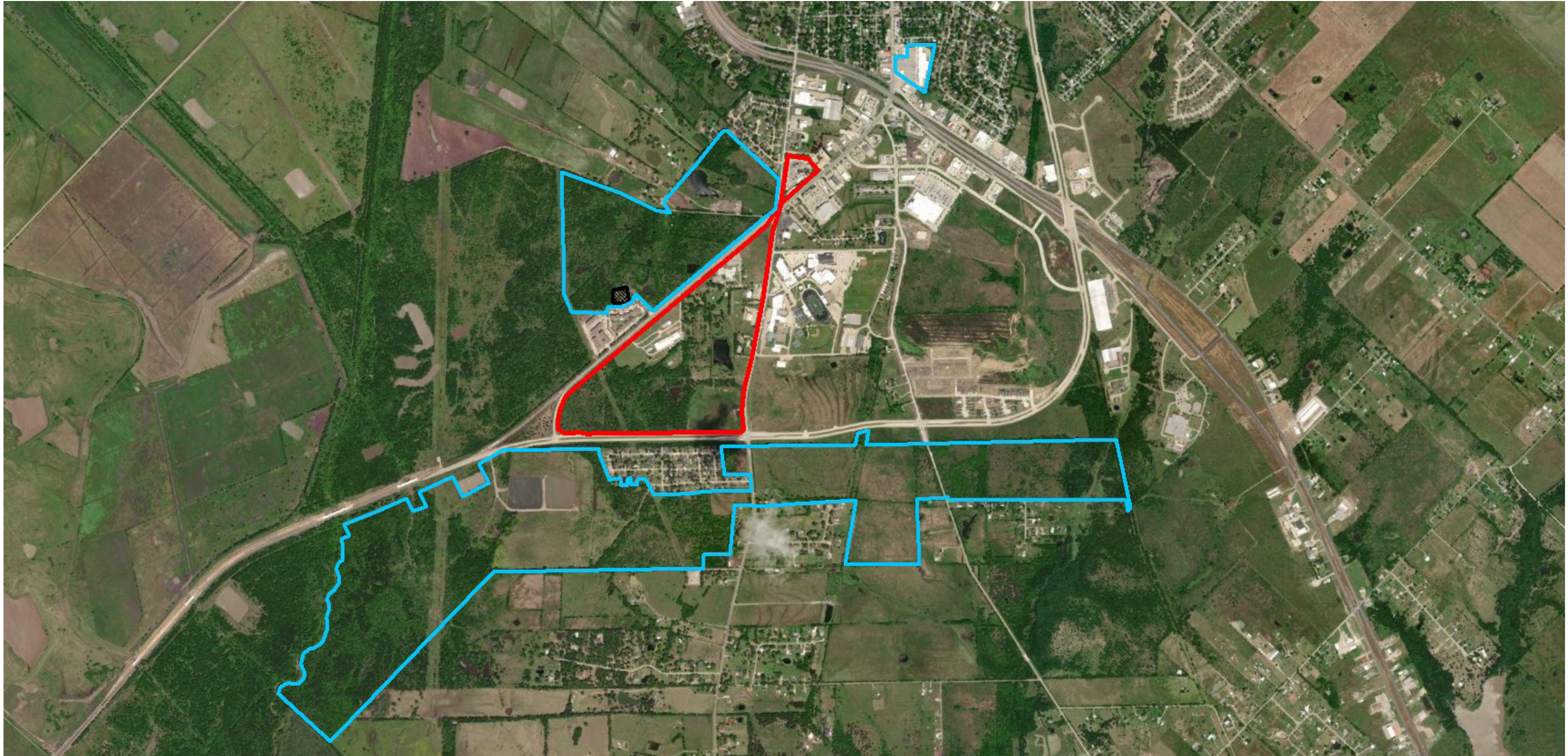


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DISCLAIMER

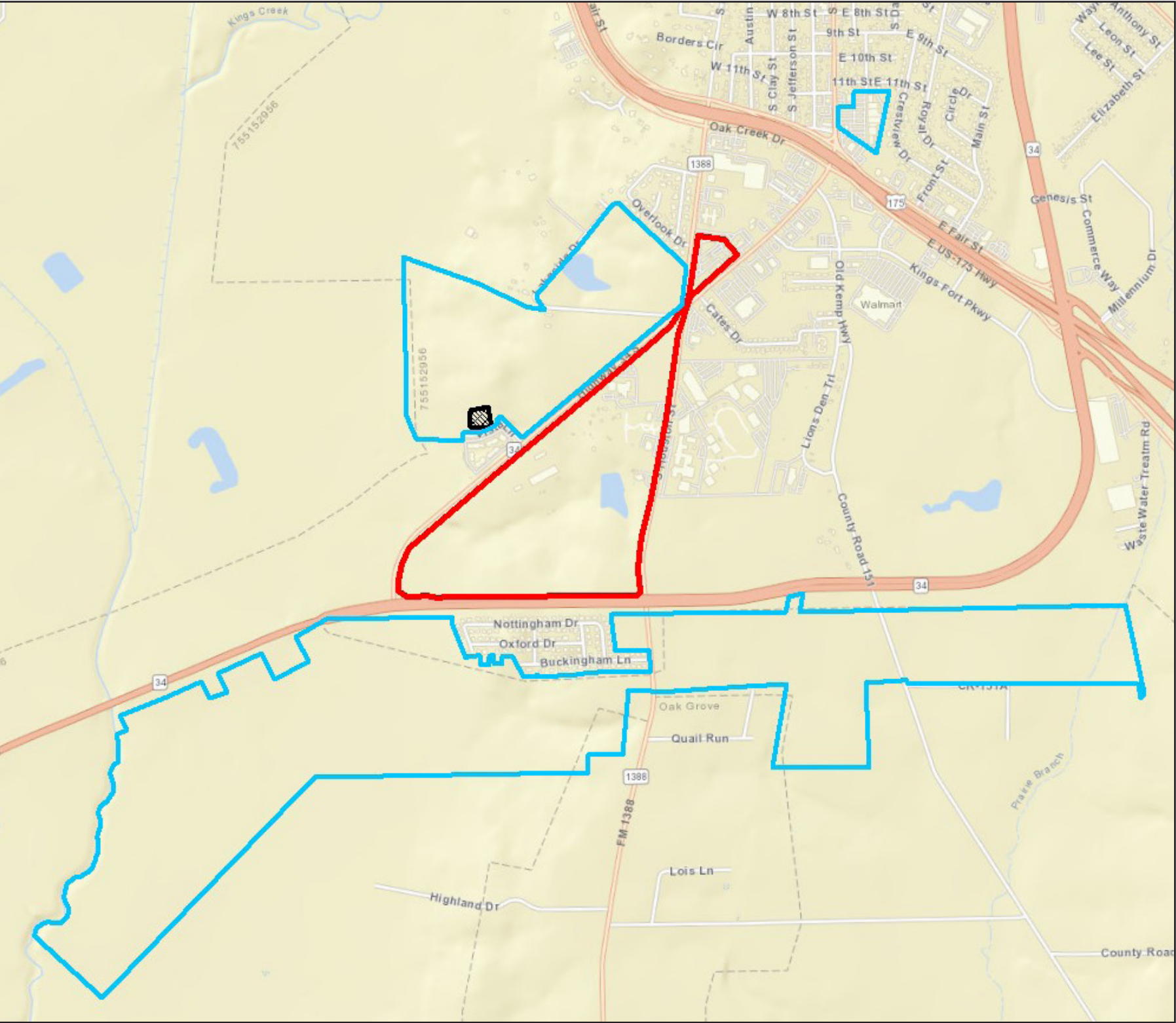
Our conclusions and recommendations are based on current market conditions and the expected performance of the national, and/or local economy and real estate market. Given that economic conditions can change and real estate markets are cyclical, it is critical to monitor the economy and real estate market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

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



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





-  - TIRZ #2 Boundary
-  - TIRZ #2A Boundary

Tax Increment Reinvestment Zone #2, City of Kaufman

TIRZ #2 was created by Ordinance O-28-20 on September 14, 2020. The goal of Tax Increment Reinvestment Zone #2 (TIRZ) is to continue funding the construction of needed public infrastructure and to encourage private development that will yield additional tax revenue to all local taxing jurisdictions. TIRZ #2 will promote the creation of a mixed-use development consisting of an indoor sports complex, retail, a hotel, a mixed use facility, and residential, including both single family and multifamily development. On September 26, 2022, the City Council expanded the boundaries to include the areas shown to the left, TIRZ #2A.

The amended project and financing plan outlines the funding of \$50,490,005 in public improvements related to water, sanitary sewer, and storm water facilities, as well as street and intersection improvements, open space and park facilities, utilities and street lighting, and economic development grants. The TIRZ can fund these improvements through ad valorem participation of eligible taxing jurisdictions.

Without the implementation of the TIRZ, the specified property would continue to impair the sound growth of the municipality.



 - TIRZ #2 Boundary

Boundary Description

The original TIRZ #2 boundaries are located in the southwest central portion of the City of Kaufman encompassing approximately 105 acres. The original boundaries are generally bound by Texas State Highway 34 to the south, South Washington Street to the west, and South Houston Street to the east.

The expanded area (TIRZ #2A) is noncontiguous and consists of three tracts which are located partially in the City limits and partially in the City ETJ. The original and expanded boundaries are generally described below.

Legal Description

TIRZ #2 (Original Boundaries)

Beginning at the northeast corner of Property ID 5487 where it meets the western right of way of South Washington Street, thence

South along the western right of way of South Washington Street to the point meets the southern point of Property ID 5487, thence

South to the northeast corner of Property ID 5369 at the point it meets the western right of way boundary of South Houston Street, thence

South along the western right of way boundary of South Houston Street to the point it meets the northern right of way boundary of Texas State Highway 34, thence

West along the northern right of way boundary of Texas State Highway 34 to the point it meets the eastern right of way boundary of South Washington Street, thence

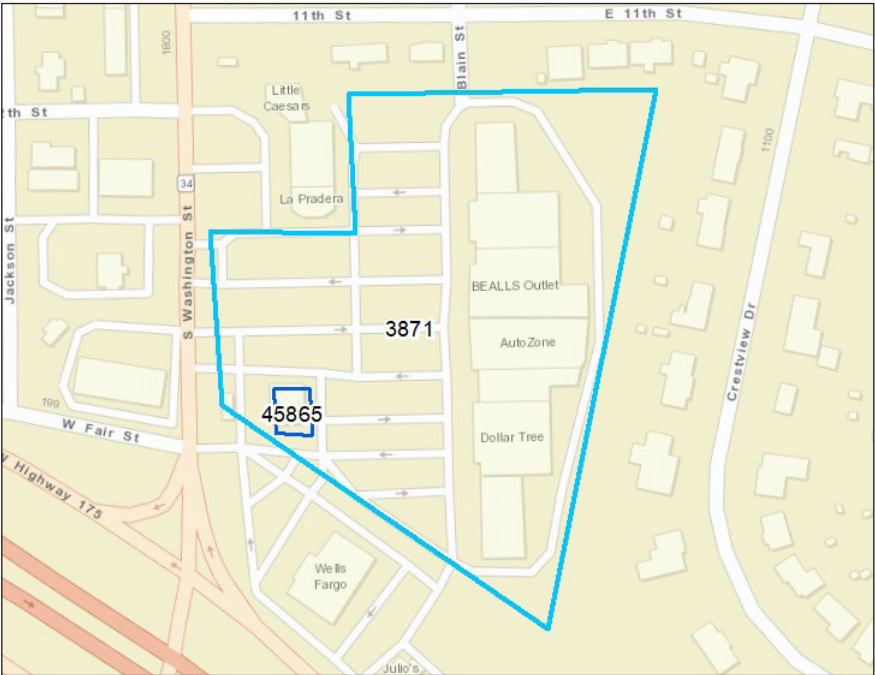
North along the eastern right of way boundary of South Washington Street to the point it meets the northwest corner of Property ID 5369, thence

North to the southern point of Property ID 5487 where it meets the eastern right of way boundary of South Houston Street, thence

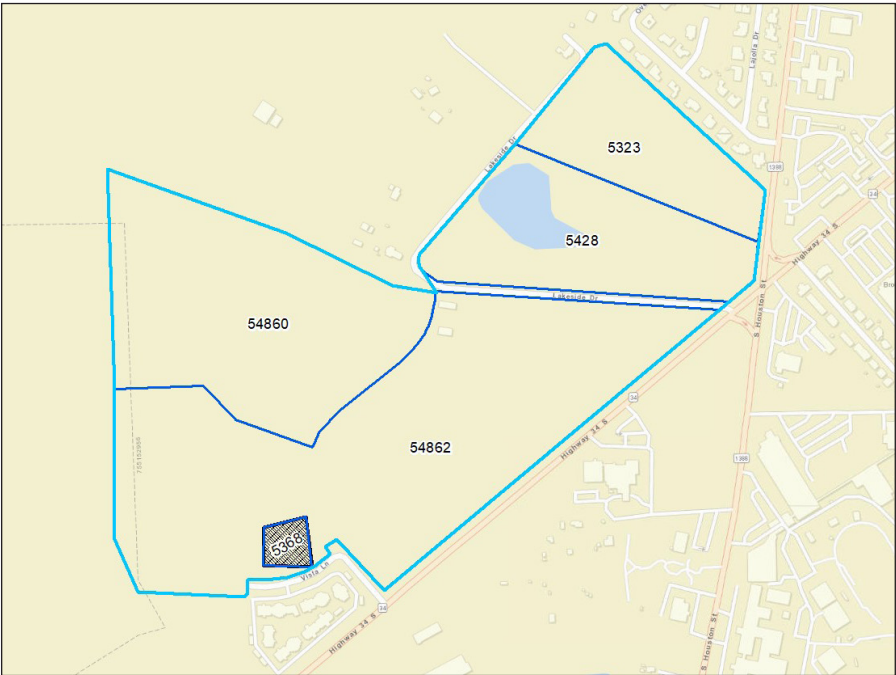
North along the eastern right of way boundary of South Houston Street to the point it meets the northwest corner of Property ID 5487, thence

East across the northern boundary of Property ID 5487 to the northeast corner of Property ID 5487 where it meets the western right of way of South Washington Street, which is the point of beginning.

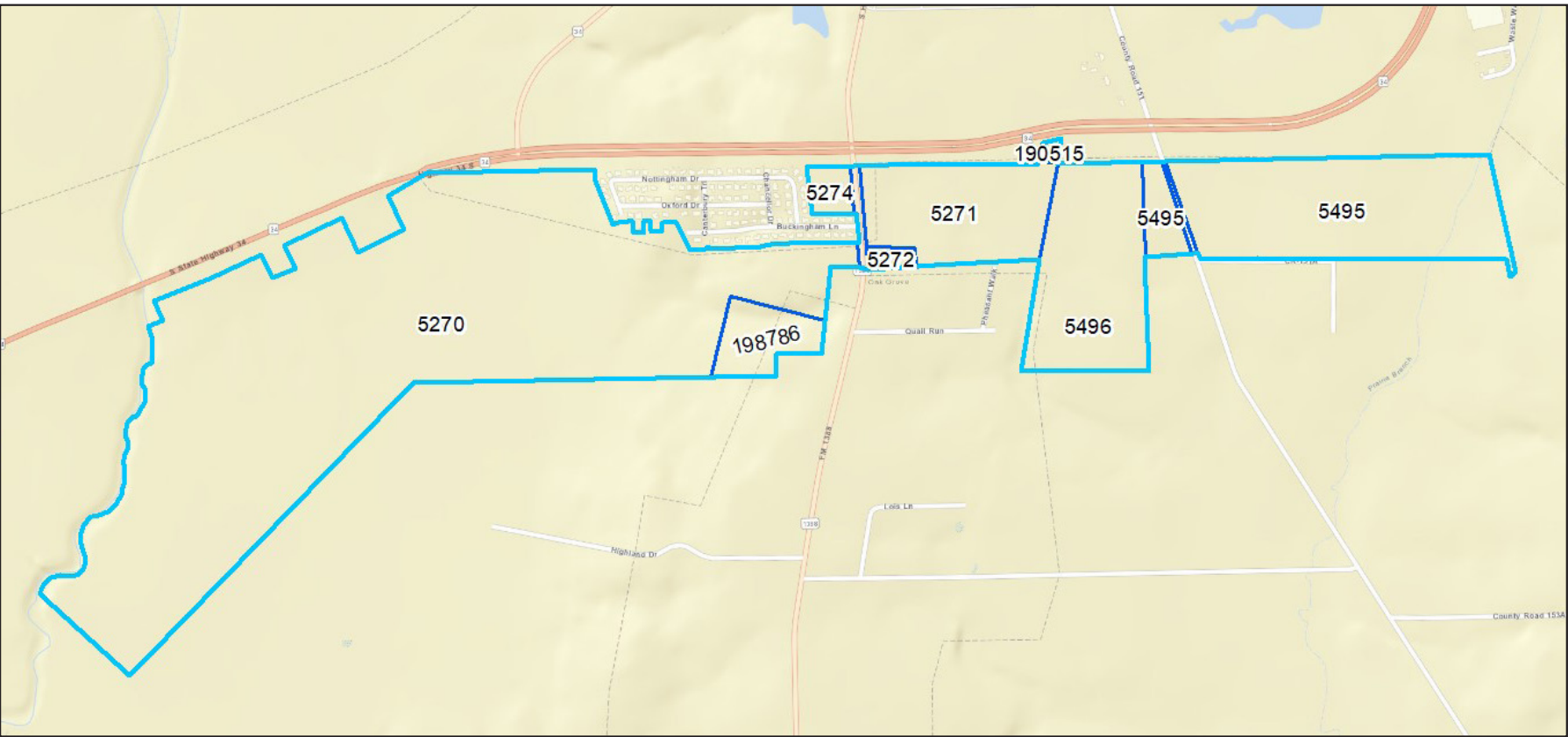
Tract #1



Tract #2



Tract #3



 - TIRZ #2A Boundary

Legal Description (Continued)

TIRZ #2A (Expanded Boundaries)

The expanded area for TIRZ #2, TIRZ #2A, is noncontiguous and consists of three tracts which are generally described below:

Tract #1:

Tract #1 consists of Property ID 3871, which is legally described as ANNA L CARTER, TRACT 45.00; 8.06 ACRES, and includes the land for Property ID 45865, which is the property account for the improvements only.

Tract #2:

Beginning at the northern corner of Property ID 5323 where it meets the western corner of Property ID 43134, thence
East along the northeast boundary of Property ID 5323 to the point it meets the western right of way of S Houston Street, thence
South along the western right of way of S Houston Street to the point it meets South Washington Street, thence
South along the northern right of way of South Washington Street to the point where Property ID 54682 meets Property ID 80985, thence
West then north along the boundary of Property ID 54682 to the point it meets Property ID 54860, thence
North along the western boundary of Property ID 54860, continuing east along the northern boundary of Property ID 54860 to the point it meets Property ID 54682 and Lakeside Drive, thence
North across Lakeside Drive to Property ID 5428, thence
North along the boundary of Property ID 5428 to the point it meets Property ID 5323, thence
North along the western boundary of Property ID 5323 to the point it meets the western corner of Property ID 43134, which is the point of beginning.
Save and Except: Property ID 5368, legally described as D FALCON, 1.415 acres.

Legal Description (Continued)

TIRZ #2A (Expanded Boundaries)

Tract #3:

Beginning at the northeast corner of Property ID 5495, thence

South, then west along the southern border of Property ID 5495 to the point it meets County Road 151, thence

West across County Road 151 to Property ID 5495, thence

West across the southern boundary of Property ID 5495 to the point it meets the eastern boundary of Property ID 5496, thence

South along the eastern boundary of Property ID 5496, continuing north along the western boundary of Property ID 5496 to the point it meets Property ID 5271, thence

West along the southern boundary of Property ID 5271 to the point it meets Property ID 5272, thence

West along the southern boundary of Property ID 5271 to the point it meets S Houston Street, thence

West across S Houston Street to Property ID 5270, thence

South along Property ID 5270, following the boundary to the it meets Property ID 198786, thence

South, then west along the boundary of Property ID 198786 to the point it meets the southern boundary of Property ID 5270, thence

Following the boundary of Property ID 5270 to the point it meets S Houston Street, thence

North along the western right of way of S Houston Street to the point it meets the southeast corner of Property ID 5274, thence

West then north along the boundary of Property ID 5274, continuing east along the northern boundary of Property ID 5274 to the point it meets S Houston Street, thence

East across S Houston Street to the northwest corner of Property ID 5271, thence

East along the northern boundary of Property ID 5271 to the point it meets the southwest corner of Property ID 190515, thence

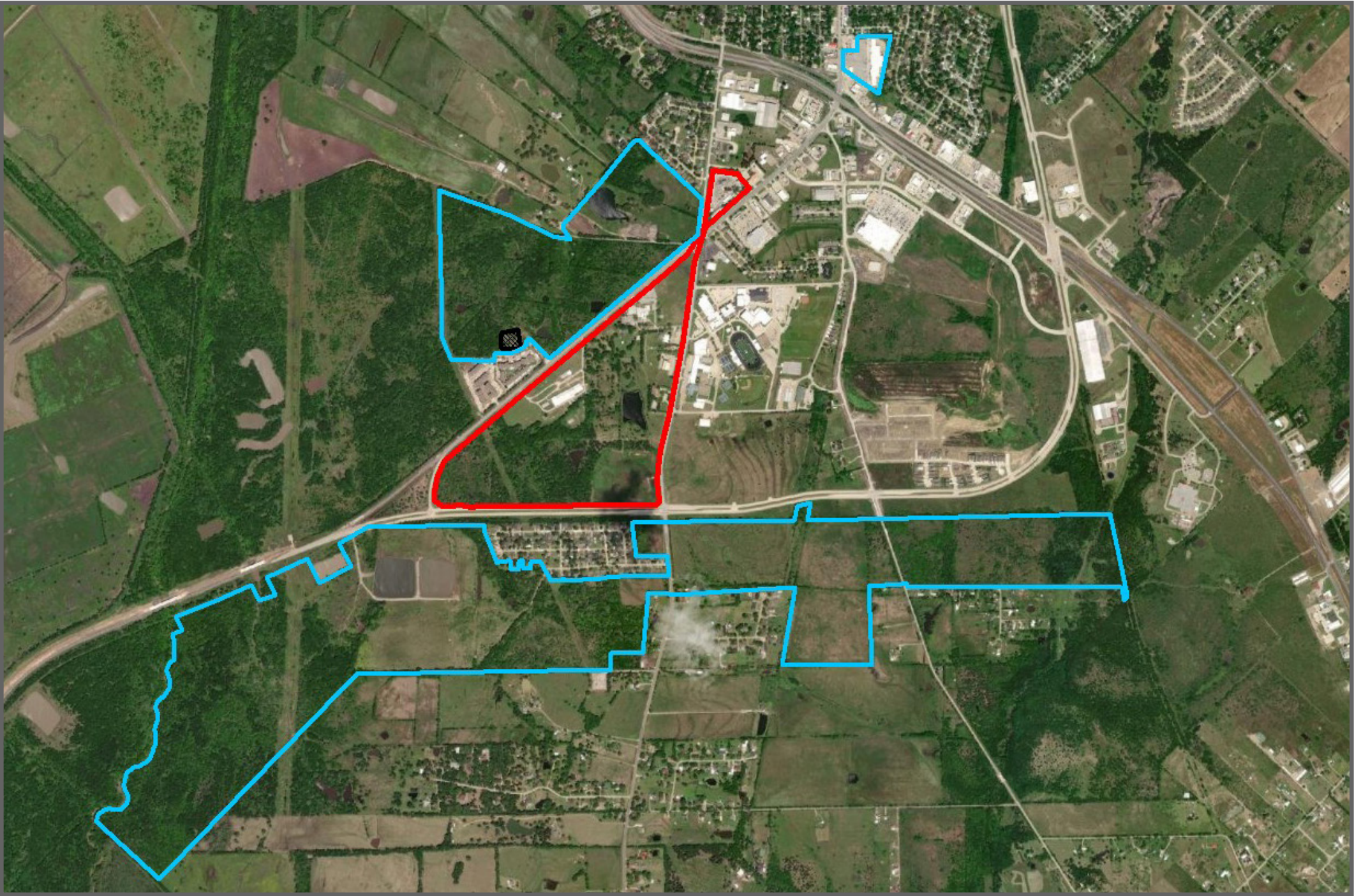
Following the boundary of Property ID 190515 to the point it meets the northwest corner of Property ID 5496, thence

East across the northern boundary of Property ID 5496 to the point it meets Property ID 5495, thence

East across the northern boundary of Property ID 5495 to the point it meets County Road 151, thence

East across County Road 151 to the northwest corner of Property ID 5495, thence

East across the northern boundary of Property ID 5495, to the northeast corner of Property ID 5495, which is the point of beginning.



- TIRZ #2 Boundary
- TIRZ #2A Boundary

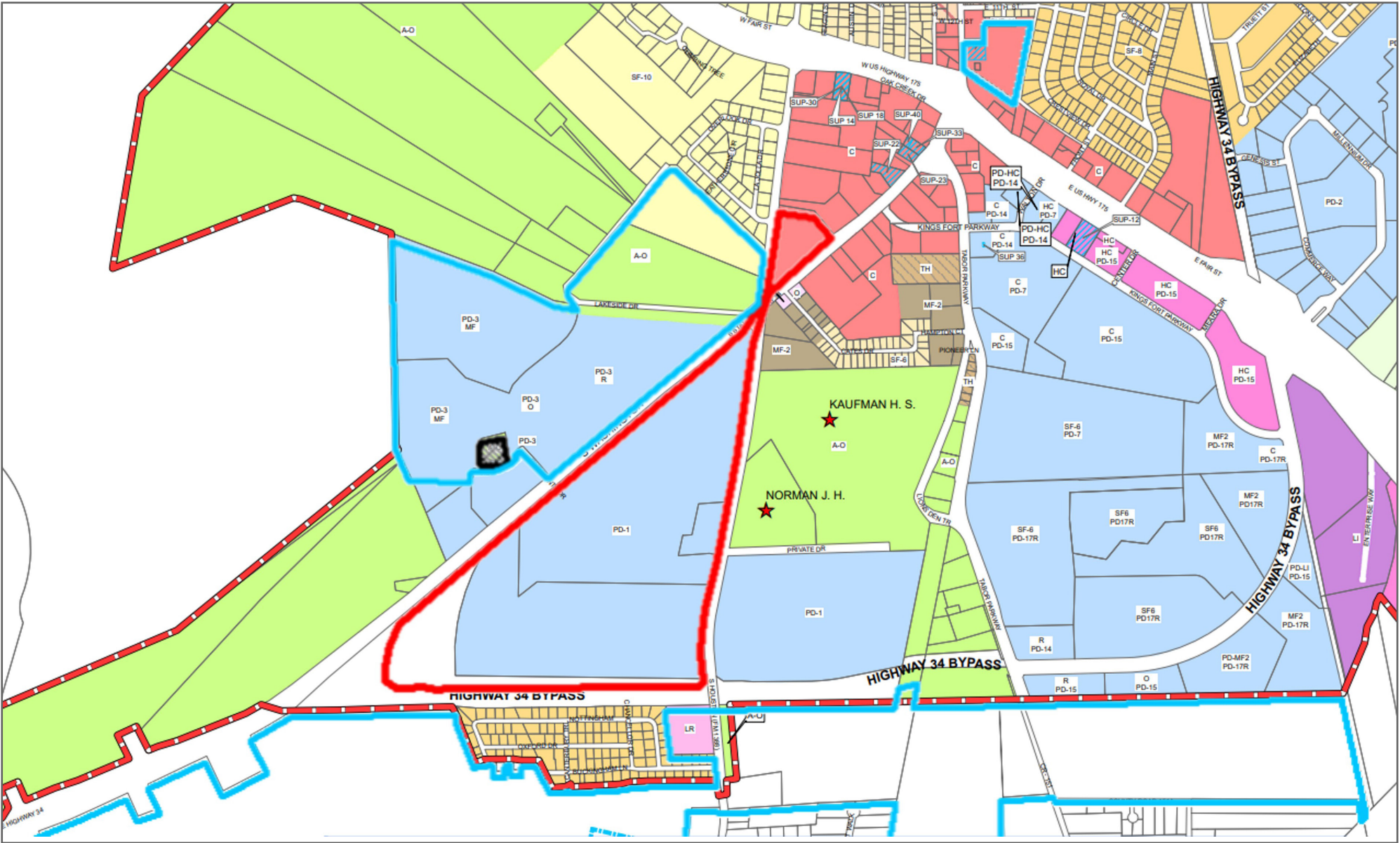
Land Use

A portion of the land within the zone is improved with public buildings including the Kaufman County Children’s Shelter, Kaufman County Library, Kaufman County Appraisal District, Kaufman County - South Campus, and Texas Department of Transportation Maintenance Facility. In TIRZ #2A, Tract #1 of the expanded boundaries is improved with a shopping center that is positioned for future redevelopment.

The balance of the land within the TIRZ is predominately vacant.

Method of Relocating Persons to be Displaced

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



 - TIRZ #2 Boundary
 - TIRZ #2A Boundary

Zoning

TIRZ #2

The property within the original boundaries of the TIRZ is currently zoned as Commercial and Planned Development (PD-1 and PD-18).

TIRZ #2A

Tract #1 is in the City limits and is zoned C (Commercial). Tract #2 is also in the City limits and is zoned SF-10 (Single Family Residential), A-O (Agricultural/Open), PD-3: R, O, and MF (Planned Development - Retail, Office, and Multifamily).

The majority of Tract #3 is not in the City limits and is not zoned. Property ID 5274 is in the City limits and is zoned LR (Local Retail). Property ID 190515 and a portion of Property ID 5271 are zoned A-O (Agricultural/Open).

The property within the TIRZ may need to be rezoned to accomodate the planned development. It is not anticipated there will be any changes to the City of Kaufman zoning ordinance, master plan, building codes, subdivision rules and regulations or other municipal ordinances as a result of the TIRZ.

Legend

-  KAUFMAN ETJ
-  CITY LIMITS
-  SPECIAL USE PERMIT

ZONING

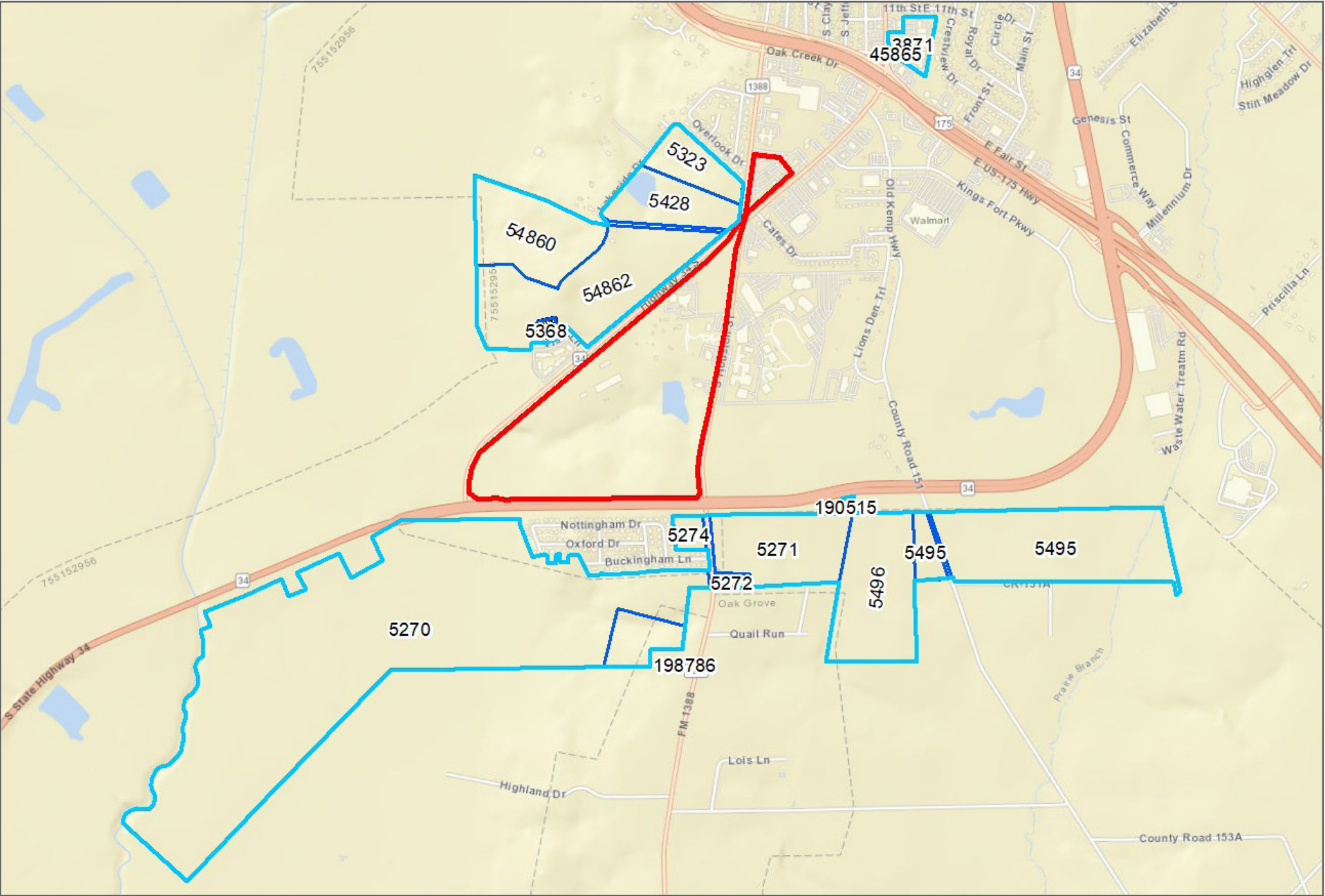
-  A-O - AGRICULTURAL / OPEN
-  SF-20 - SINGLE FAMILY RESIDENTIAL (minimum 20,000 square-foot lots)
-  SF-10 - SINGLE FAMILY RESIDENTIAL (minimum 10,000 square-foot lots)
-  SF-8 - SINGLE FAMILY RESIDENTIAL-8 (minimum 8,000 square-foot lots)
-  SF-6 - SINGLE FAMILY RESIDENTIAL-6 (minimum 6,000 square-foot lots)
-  TH - TOWNHOMES RESIDENTIAL (patio homes)
-  MF-1 - MULTI-FAMILY RESIDENTIAL-1 (triplex and quadriplex homes)
-  MF-2 - MULTI-FAMILY RESIDENTIAL-2 (Apartments)
-  MH - MANUFACTURED HOME
-  O - OFFICE
-  LR - LOCAL (NEIGHBORHOOD) RETAIL
-  R - RETAIL (GENERAL)
-  CBD - CENTRAL BUSINESS DISTRICT
-  WSC - WASHINGTON ST CORRIDOR OVERLAY DISTRICT
-  C - COMMERICAL
-  HC - HIGHWAY COMMERICAL
-  LI - LIGHT INDUSTRIAL
-  PD - PLANNED DEVELOPEMENT

Current Ownership Information

There are 5 parcels within the original boundaries of Tax Increment Reinvestment Zone #2. Four of the parcels are owned by public entities, including the City of Kaufman, Kaufman County, Kaufman CAD, and the Texas Highway Department. The 2020 base year taxable value of the property within is \$0. Within the expanded boundaries, there are 14 parcels with an estimated 2022 base year taxable value of \$5,590,180. The base value will be certified by Kaufman Central Appraisal District at a later date.

It is the City’s desire to have the land developed, facilitated by a direct transfer agreement between the City and a private entity, pursuant to Chapter 272 of the Local Government Code

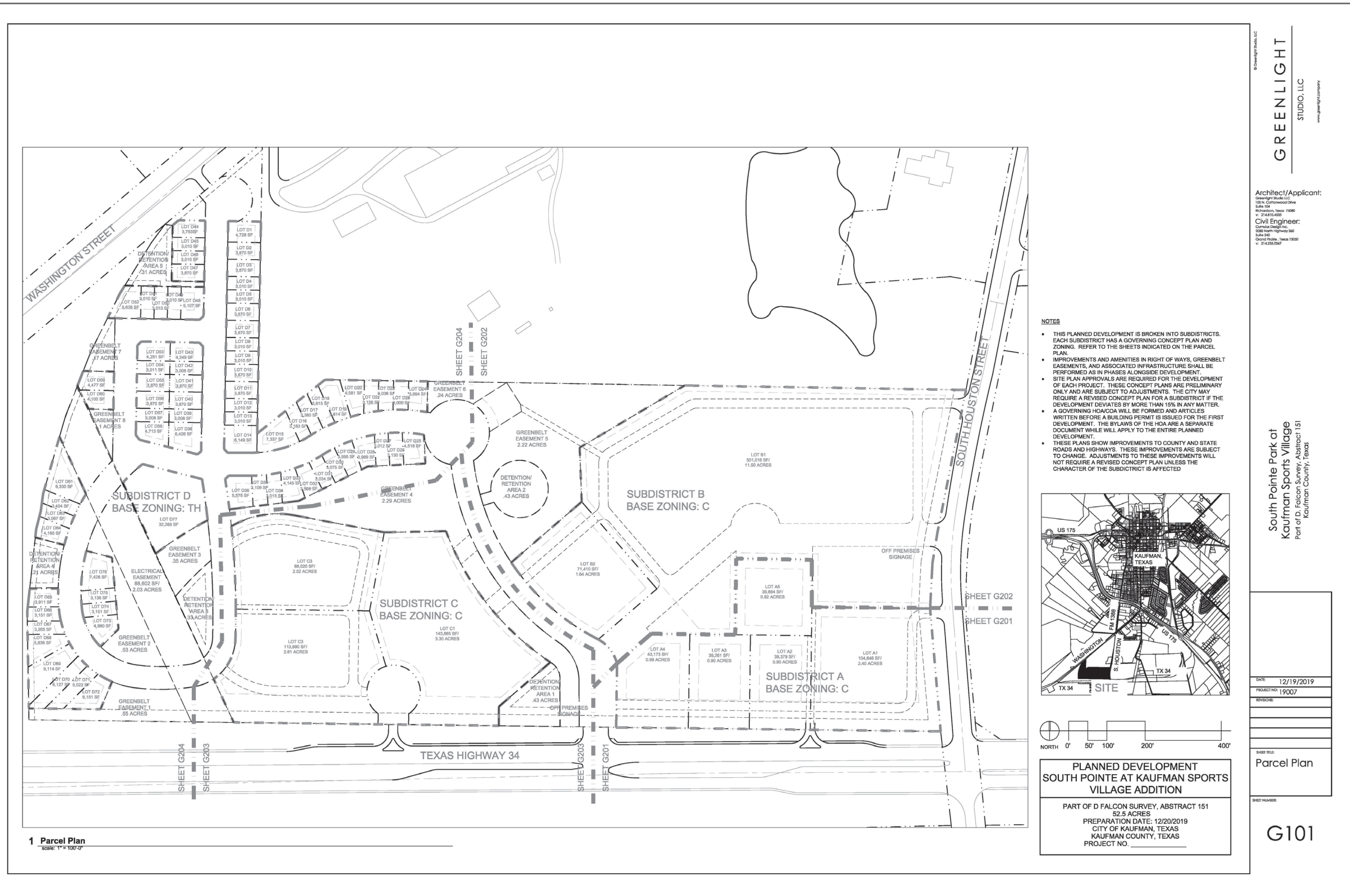
For further details of parcels included within the TIRZ see Appendix A.



-  - TIRZ #2 Boundary
-  - TIRZ #2A Boundary

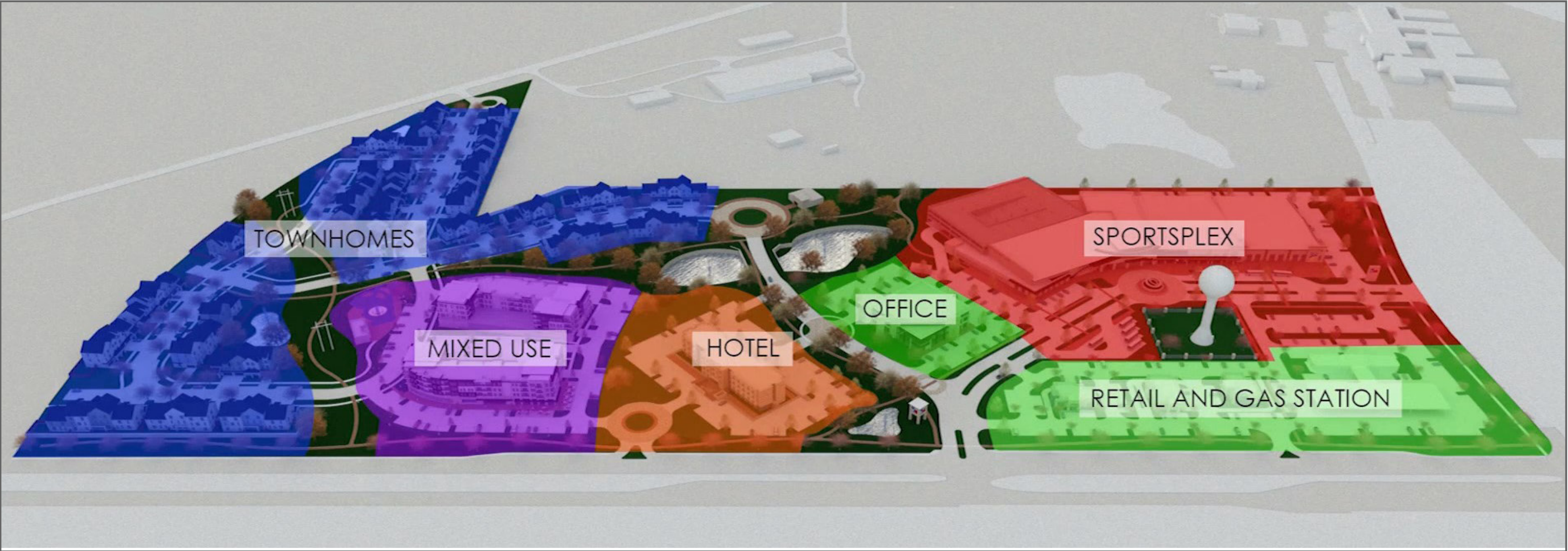
Proposed Development

The original TIRZ #2 boundaries contain a planned proposed development consisting of an indoor sports complex, retail, a hotel, a mixed use facility, and residential, including both single family and multifamily development.



Proposed Development

The site plan below depicts the location of the various proposed land uses.



Proposed Development

Anticipated Development

The development within the original boundaires is anticipated to be a large scale mixed-use development that will be constructed over the next several years and financed in part by incremental real property tax generated within the TIRZ. Additional development is anticipated to occur within the expanded boundaries, including multifamily, residential and commercial.

The table to the right provides an overview of the potential development that DPED estimates will occur during the life of the TIRZ within the boundaries of the TIRZ, both the original boundaries and the expanded boundaries, along with estimated dates of when the development will be completed.

	Final Delivery	Units/SF	Taxable Value PSF/Unit	Incremental Value
TIRZ #2				
PHASE ONE				
SPORTS COMPLEX	2024	160,000	\$ 85	\$ 13,600,000
OUTPARCEL	2024	3,000	\$ 250	\$ 750,000
OUTPARCEL	2025	3,000	\$ 250	\$ 750,000
OUTPARCEL	2026	3,000	\$ 250	\$ 750,000
OUTPARCEL - GAS STATION	2024	5,400	\$ 250	\$ 1,350,000
HOTEL	2025	101	\$ 100,000	\$ 10,100,000
				\$ 27,300,000
PHASE TWO				
MIXED USE FACILITY	2027	15,000	\$ 250	\$ 3,750,000
RESIDENTIAL	2029	69	\$ 450,000	\$ 31,050,000
				\$ 34,800,000
PHASE THREE				
MULTIFAMILY	2027	165	\$ 150,000	\$ 24,750,000
OFFICE	2026	34,323	\$ 150	\$ 5,148,450
				\$ 29,898,450
TIRZ #2 ADDITIONAL DEVELOPMENT				
MULTIFAMILY	2026	94	\$ 150,000	\$ 14,100,000
COMMERCIAL	2025	30,000	\$ 250	\$ 7,500,000
				\$ 21,600,000
TIRZ #2A				
RESIDENTIAL (Single Family)	2026, 2028, 2030	134	\$ 560,000	\$ 75,040,000
RESIDENTIAL (Townhomes)	2026, 2028, 2030	93	\$ 440,000	\$ 40,920,000
MULTIFAMILY	2024	199	\$ 150,000	\$ 29,850,000
MULTIFAMILY	2026	156	\$ 150,000	\$ 23,400,000
RESIDENTIAL	2027 & 2029	93	\$ 250,000	\$ 23,250,000
COMMERCIAL	2030	110,000	\$ 250	\$ 27,500,000
				\$ 219,960,000
Total				\$ 333,558,450

Project Costs of the Zone

There are a number of improvements within Tax Increment Reinvestment Zone #2 that will be financed by in part by incremental real property tax generated within the TIRZ.

Proposed Project Costs		
Water Facilities and Improvements	\$ 5,049,000	10.0%
Sanitary Sewer Facilities and Improvements	\$ 3,029,400	6.0%
Storm Water Facilities and Improvements	\$ 2,019,600	4.0%
Street and Intersection Improvements	\$ 20,196,002	40.0%
Open Space, Park and Recreation Facilities and Improvements	\$ 12,622,501	25.0%
Utilities and Street Lighting	\$ 2,524,500	5.0%
Economic Development Grants	\$ 4,544,100	9.0%
Administrative Costs	\$ 504,900	1.0%
	\$ 50,490,005	100.0%

The categories listed in the table above outline public improvements related to water, sanitary sewer, and storm water facilities, parking improvements, street and intersection improvements, open space, park and recreation facilities and improvements, public facilities, and are meant to include all projects eligible under Chapter 311, Section 311.002 of the Texas Tax Code.

The costs illustrated in the table above are estimates and may be revised. Savings from one line item may be applied to a cost increase in another line item.

It is anticipated that the individual TIRZ project cost allocations will be evaluated on a case by case basis, consistent with the categories listed above, and brought forward to the TIRZ board and City Council for consideration.

Chapter 311 of the Texas Tax Code

Sec. 311.002.

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

Method of Financing

To fund the public improvements outlined on the previous page, the City Kaufman will contribute 75% of the maintenance and operations portion of real property increment within the original and expanded bounaries of the Zone.

Subject to a separate interlocal agreement executed in 2020, 50% of the maintenance and operations portion of real property increment within the original boundaries of the Zone from Kaufman County will be contributed, up to a maximum total contribution of \$6,567,138.

In addition, subject to a separate interlocal agreement executed in 2020, 50% of the maintenance and operations portion of real property increment within the original boundaries of the Zone from Trinity Valley Community College may be contributed, up to a maximum total contribution of \$2,624,824.

Debt Service

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

Economic Feasibility Study

A taxable value analysis was developed as part of the project and financing plan to determine the economic feasibility of the project. The study examined the expected tax revenue the TIRZ would receive based on the previously outlined developments. A summary overview of the anticipated development square footages, the anticipated sales per square foot and the anticipated taxable value per square foot can be found on the table below.

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

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

TIRZ #2 - Real Property Tax - 2022 Rates		Participation	
City of Kaufman (M&O)	0.48000180	75%	0.3600014
Kaufman County (M&O)	0.27929200	50%	0.1396460
Road and Bridge	0.07041200	0%	0.0000000
Trinity Valley CC	0.11549000	50%	0.0577450
Kaufman ISD	1.27020000	0%	0.0000000
2.21539580			0.49964735

TIRZ #2A - Real Property Tax - 2022 Rates		Participation	
City of Kaufman (M&O)	0.48000180	75%	0.3600014
Kaufman County (M&O)	0.27929200	0%	0.0000000
Road and Bridge	0.07041200	0%	0.0000000
Trinity Valley CC	0.11549000	0%	0.0000000
Kaufman ISD	1.27020000	0%	0.0000000
2.21539580			0.36000135

TIRZ #2 & #2A - Personal Property Tax		Participation	
City of Kaufman (M&O)	0.48000180	0%	0.0000000
Kaufman County (M&O)	0.27929200	0%	0.0000000
Road and Bridge	0.07041200	0%	0.0000000
Trinity Valley CC	0.11549000	0%	0.0000000
Kaufman ISD	1.27020000	0%	0.0000000
2.21539580			0.00000000

TIRZ #2 & #2A -Sales Tax		Participation	
City of Kaufman Sales Tax	0.0100000	0.00%	0.0000000
City Property Tax Reduction	0.0050000	0.00%	0.0000000
Economic Development	0.0025000	0.00%	0.0000000
Street Maintenance	0.0025000	0.00%	0.0000000
0.02000000			0.00000000

PHASE ONE : INPUT & OUTPUT

► INPUT

INFLATION RATE	2.00%
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DISCOUNT RATE	6.00%
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REAL PROPERTY TAX		PARTICIPATION	
City of Kaufman (M&O)	0.48000180	75%	0.3600014
Kaufman County (M&O)	0.27929200	50%	0.1396460
Road and Bridge	0.07041200	0%	0.0000000
Trinity Valley CC	0.11549000	50%	0.0577450
Kaufman ISD	1.27020000	0%	0.0000000
	2.21539580		0.5573924

PERSONAL PROPERTY TAX		PARTICIPATION	
City of Kaufman (M&O)	0.48000180	0%	0.0000000
Kaufman County (M&O)	0.27929200	0%	0.0000000
Road and Bridge	0.07041200	0%	0.0000000
Trinity Valley CC	0.11549000	0%	0.0000000
Kaufman ISD	1.27020000	0%	0.0000000
	2.21539580		0.0000000

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

PHASE ONE		Final Delivery	AREA SF/UNITS	REAL PROPERTY		BPP		SALES	
				\$ / SF	TAX VALUE	\$ / SF	TAX VALUE	\$ / SF	TAX VALUE
	SPORTS COMPLEX	2024	160,000	\$ 85	\$ 13,600,000	\$ -	\$ -		
	OUTPARCEL	2024	3,000	\$ 250	\$ 750,000	\$ -	\$ -	\$ 300.00	\$ 900,000
	OUTPARCEL	2025	3,000	\$ 250	\$ 750,000	\$ -	\$ -	\$ 300.00	\$ 900,000
	OUTPARCEL	2026	3,000	\$ 250	\$ 750,000	\$ -	\$ -	\$ 300.00	\$ 900,000
	OUTPARCEL - GAS STATION	2024	5,400	\$ 250	\$ 1,350,000	\$ -	\$ -	\$ 150.00	\$ 810,000
	HOTEL	2025	101	\$ 100,000	\$ 10,100,000	\$ -	\$ -		
	TOTAL		174,501		27,300,000		-		3,510,000

► OUTPUT

TOTAL TAX REVENUE		TOTAL	REAL PROPERTY	PERSONAL	SALES
City of Kaufman (M&O)	29.2%	\$ 7,243,437	=	\$ 4,852,040	+ \$ - + \$ 2,391,398
Kaufman County (M&O)	11.4%	\$ 2,823,189	=	\$ 2,823,189	+ \$ - + \$ -
Road and Bridge	2.9%	\$ 711,751	=	\$ 711,751	+ \$ - + \$ -
Trinity Valley CC	4.7%	\$ 1,167,417	=	\$ 1,167,417	+ \$ - + \$ -
Kaufman ISD	51.8%	\$ 12,839,662	=	\$ 12,839,662	+ \$ - + \$ -
	100.0%	\$ 24,785,456		\$ -	\$ 2,391,398
		100.0%		90.4%	9.6%

TOTAL PARTICIPATION		TOTAL	REAL PROPERTY	PERSONAL	SALES
City of Kaufman (M&O)	64.6%	\$ 3,639,030	=	\$ 3,639,030	+ \$ - + \$ -
Kaufman County (M&O)	25.1%	\$ 1,411,595	=	\$ 1,411,595	+ \$ - + \$ -
Road and Bridge	0.0%	\$ -	=	\$ -	+ \$ - + \$ -
Trinity Valley CC	10.4%	\$ 583,708	=	\$ 583,708	\$ - \$ -
Kaufman ISD	0.0%	\$ -	=	\$ -	+ \$ -
	100.0%	\$ 5,634,333		\$ -	\$ -
		100.0%		100.0%	0.0%

NET BENEFIT		TOTAL	REAL PROPERTY	PERSONAL	SALES
City of Kaufman (M&O)	18.8%	\$ 3,604,407	=	\$ 1,213,010	+ \$ - + \$ 2,391,398
Kaufman County (M&O)	7.4%	\$ 1,411,595	=	\$ 1,411,595	+ \$ - + \$ -
Road and Bridge	3.7%	\$ 711,751	=	\$ 711,751	+ \$ - + \$ -
Trinity Valley CC	3.0%	\$ 583,708	=	\$ 583,708	+ \$ - + \$ -
Kaufman ISD	67.0%	\$ 12,839,662	=	\$ 12,839,662	+ \$ - + \$ -
	100.0%	\$ 19,151,123		\$ -	\$ 2,391,398
		100.0%		87.5%	12.5%

Financial Feasibility Analysis

TAX REVENUE PROJECTIONS & COST-BENEFIT ANALYSIS

Calendar Year		0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
TOTAL TAX REVENUE																																		
SPORTS COMPLEX		2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	
	Taxable Value Per SF	-	-	85	87	88	90	92	94	96	98	100	102	104	106	108	110	112	114	117	119	121	124	126	129	131	134	137	139	142	145	148	151	
	Percentage Complete	-	-	0%	0%	0%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	
	Cumulative SF	-	-	-	-	-	160,000	160,000	160,000	160,000	160,000	160,000	160,000	160,000	160,000	160,000	160,000	160,000	160,000	160,000	160,000	160,000	160,000	160,000	160,000	160,000	160,000	160,000	160,000	160,000	160,000	160,000	160,000	
	TAXABLE VALUE	-	-	-	-	-	14,432,429	14,721,077	15,015,499	15,315,809	15,622,125	15,934,568	16,253,259	16,578,324	16,909,891	17,248,088	17,593,050	17,944,911	18,303,809	18,669,886	19,043,283	19,424,149	19,812,632	20,208,885	20,613,062	21,025,324	21,445,830	21,874,747	22,312,242	22,758,486	23,213,656	23,677,929	24,151,488	
OUTPARCEL	Taxable Value Per SF	-	-	250	255	260	265	271	276	282	287	293	299	305	311	317	323	330	336	343	350	357	364	371	379	386	394	402	410	418	427	435	444	
	Percentage Complete	-	-	0%	0%	0%	50%	67%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	
	Cumulative SF	-	-	-	-	-	3,000	6,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	
	TAXABLE VALUE	-	-	-	-	-	795,906	1,623,648	2,484,182	2,533,865	2,584,543	2,636,234	2,688,958	2,742,737	2,797,592	2,853,544	2,910,615	2,968,827	3,028,204	3,088,768	3,150,543	3,213,554	3,277,825	3,343,382	3,410,249	3,478,454	3,548,023	3,618,984	3,691,363	3,765,191	3,840,495	3,917,304	3,995,651	
OUTPARCEL - GAS STATION	Taxable Value Per SF	-	-	250	255	260	265	271	276	282	287	293	299	305	311	317	323	330	336	343	350	357	364	371	379	386	394	402	410	418	427	435	444	
	Percentage Complete	-	-	0%	0%	0%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	
	Cumulative SF	-	-	-	-	-	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	
	TAXABLE VALUE	-	-	-	-	-	1,432,631	1,461,283	1,490,509	1,520,319	1,550,726	1,581,740	1,613,375	1,645,642	1,678,555	1,712,126	1,746,369	1,781,296	1,816,922	1,853,261	1,890,326	1,928,132	1,966,695	2,006,029	2,046,150	2,087,073	2,128,814	2,171,390	2,214,818	2,259,114	2,304,297	2,350,383	2,397,390	
HOTEL	Taxable Value Per Unit	-	-	100,000	102,000	104,040	106,121	108,243	110,408	112,616	114,869	117,166	119,509	121,899	124,337	126,824	129,361	131,948	134,587	137,279	140,024	142,825	145,681	148,595	151,567	154,598	157,690	160,844	164,061	167,342	170,689	174,102	177,584	
	Percentage Complete	-	-	0%	0%	0%	0%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
	Cumulative Units	-	-	-	-	-	-	101	101	101	101	101	101	101	101	101	101	101	101	101	101	101	101	101	101	101	101	101	101	101	101	101	101	101
	TAXABLE VALUE	-	-	-	-	-	-	10,932,565	11,151,216	11,374,240	11,601,725	11,833,760	12,070,435	12,311,844	12,558,081	12,809,242	13,065,427	13,326,736	13,593,270	13,865,136	14,142,438	14,425,287	14,713,793	15,008,069	15,308,230	15,614,395	15,926,683	16,245,216	16,570,121	16,901,523	17,239,553	17,584,344	17,936,031	
REAL PROPERTY	Taxable Value	-	-	-	-	-	16,660,966	28,738,574	30,141,406	30,744,234	31,359,119	31,986,301	32,626,027	33,278,548	33,944,119	34,623,001	35,315,461	36,021,770	36,742,206	37,477,050	38,226,591	38,991,123	39,770,945	40,566,364	41,377,691	42,205,245	43,049,350	43,910,337	44,788,544	45,684,315	46,598,001	47,529,961	48,480,560	
City of Kaufman (M&O)	-	-	-	-	-	79,973	137,946	144,679	147,573	150,524	153,535	156,606	159,738	162,932	166,191	169,515	172,905	176,363	179,891	183,488	187,158	190,901	194,719	198,614	202,586	206,638	210,770	214,986	219,286	223,671	228,145	232,708	236,938	
Kaufman County (M&O)	-	-	-	-	-	46,533	80,265	84,183	85,866	87,584	89,335	91,122	92,944	94,803	96,699	98,633	100,606	102,618	104,670	106,764	108,899	111,077	113,299	115,565	117,876	120,233	122,638	125,091	127,593	130,144	132,747	135,402	138,059	
Road and Bridge	-	-	-	-	-	11,731	20,235	21,223	21,648	22,081	22,522	22,973	23,432	23,901	24,379	24,866	25,364	25,871	26,388	26,916	27,454	28,004	28,564	29,135	29,718	30,312	30,918	31,537	32,167	32,811	33,467	34,136	34,805	
Trinity Valley CC	-	-	-	-	-	19,242	33,190	34,810	35,507	36,217	36,941	37,680	38,433	39,202	39,986	40,786	41,602	42,434	43,282	44,148	45,031	45,931	46,850	47,787	48,743	49,718	50,712	51,726	52,761	53,816	54,892	55,990	57,101	
Kaufman ISD	-	-	-	-	-	211,628	365,037	382,856	390,513	398,324	406,290	414,416	422,704	431,158	439,781	448,577	457,549	466,699	476,033	485,554	495,265	505,171	515,274	525,579	536,091	546,813	557,749	568,904	580,282	591,888	603,726	615,800	627,923	
Total	-	-	-	-	-	369,106	636,673	667,751	681,106	694,729	708,623	722,796	737,252	751,997	767,037	782,377	798,025	813,985	830,265	846,870	863,808	881,084	898,706	916,680	935,013	953,713	972,788	992,244	1,012,088	1,032,330	1,052,977	1,074,036	1,094,655	
PERSONAL PROPERTY	Taxable Value	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
City of Kaufman (M&O)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Kaufman County (M&O)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Road and Bridge	-	-	-	-	-	-	-	-	-	-	-																							

PHASE TWO : INPUT & OUTPUT

► INPUT

INFLATION RATE	2.00%
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DISCOUNT RATE	6.00%
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REAL PROPERTY TAX		PARTICIPATION	
City of Kaufman (M&O)	0.48000180	75%	0.3600014
Kaufman County (M&O)	0.27929200	50%	0.1396460
Road and Bridge	0.07041200	0%	0.0000000
Trinity Valley CC	0.11549000	50%	0.0577450
Kaufman ISD	1.27020000	0%	0.0000000
	2.21539580		0.5573924

PERSONAL PROPERTY TAX		PARTICIPATION	
City of Kaufman (M&O)	0.48000180	0%	0.0000000
Kaufman County (M&O)	0.27929200	0%	0.0000000
Road and Bridge	0.07041200	0%	0.0000000
Trinity Valley CC	0.11549000	0%	0.0000000
Kaufman ISD	1.27020000	0%	0.0000000
	2.21539580		0.0000000

City of Kaufman Sales Tax	0.01000000	0%	0.0000000
City Property Tax Reduction	0.00500000	0%	0.0000000
Street Maintenance	0.00250000	0%	0.0000000
	0.01750000		0.0000000

PHASE TWO		Final Delivery	AREA SF/UNITS	REAL PROPERTY		BPP		SALES	
				\$ / SF	TAX VALUE	\$ / SF	TAX VALUE	\$ / SF	TAX VALUE
	MIXED USE FACILITY	2027	15,000	\$ 250	\$ 3,750,000		\$ -	\$ 200.00	\$ 3,000,000
	RESIDENTIAL	2029	69	\$ 450,000	\$ 31,050,000			\$ -	\$ -
	TOTAL		15,069		34,800,000		-		3,000,000

► OUTPUT

TOTAL TAX REVENUE		TOTAL	REAL PROPERTY		PERSONAL		SALES	
City of Kaufman (M&O)	26.4%	\$ 6,980,908	=	\$ 5,383,760	+	\$ -	+	\$ 1,597,148
Kaufman County (M&O)	11.8%	\$ 3,132,574	=	\$ 3,132,574	+	\$ -	+	\$ -
Road and Bridge	3.0%	\$ 789,750	=	\$ 789,750	+	\$ -	+	\$ -
Trinity Valley CC	4.9%	\$ 1,295,350	=	\$ 1,295,350	+	\$ -	+	\$ -
Kaufman ISD	53.9%	\$ 14,246,722	=	\$ 14,246,722	+	\$ -	+	\$ -
	100.0%	\$ 26,445,304		\$ 24,848,157		\$ -		\$ 1,597,148
		100.0%		94.0%		0.0%		6.0%

TOTAL PARTICIPATION		TOTAL	REAL PROPERTY		PERSONAL		SALES	
City of Kaufman (M&O)	64.6%	\$ 4,037,820	=	\$ 4,037,820	+	\$ -	+	\$ -
Kaufman County (M&O)	25.1%	\$ 1,566,287	=	\$ 1,566,287	+	\$ -	+	\$ -
Road and Bridge	0.0%	\$ -	=	\$ -	+	\$ -	+	\$ -
Trinity Valley CC	10.4%	\$ 647,675	=	\$ 647,675	+	\$ -		\$ -
Kaufman ISD	0.0%	\$ -	=	\$ -	+	\$ -	+	\$ -
	100.0%	\$ 6,251,782		\$ 6,251,782		\$ -		\$ -
		100.0%		100.0%		0.0%		0.0%

NET BENEFIT		TOTAL	REAL PROPERTY		PERSONAL		SALES	
City of Kaufman (M&O)	14.6%	\$ 2,943,088	=	\$ 1,345,940	+	\$ -	+	\$ 1,597,148
Kaufman County (M&O)	7.8%	\$ 1,566,287	=	\$ 1,566,287	+	\$ -	+	\$ -
Road and Bridge	3.9%	\$ 789,750	=	\$ 789,750	+	\$ -	+	\$ -
Trinity Valley CC	3.2%	\$ 647,675	=	\$ 647,675	+	\$ -	+	\$ -
Kaufman ISD	70.6%	\$ 14,246,722	=	\$ 14,246,722	+	\$ -	+	\$ -
	100.0%	\$ 20,193,522		\$ 18,596,374		\$ -		\$ 1,597,148
		100.0%		92.1%		0.0%		7.9%

Financial Feasibility Analysis

TAX REVENUE PROJECTIONS & COST-BENEFIT ANALYSIS

Calendar Year		0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
TOTAL TAX REVENUE																																	
		2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051
MIXED USE FACILITY	Taxable Value Per SF	-	-	250	255	260	265	271	276	282	287	293	299	305	311	317	323	330	336	343	350	357	364	371	379	386	394	402	410	418	427	435	444
	Percentage Complete	-	-	0%	0%	0%	0%	0%	0%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	
	Cumulative SF	-	-	-	-	-	-	-	-	-	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	
	TAXABLE VALUE	-	-	-	-	-	-	-	-	-	4,223,109	4,307,571	4,393,723	4,481,597	4,571,229	4,662,654	4,755,907	4,851,025	4,948,045	5,047,006	5,147,946	5,250,905	5,355,923	5,463,042	5,572,303	5,683,749	5,797,424	5,913,372	6,031,640	6,152,272	6,275,318	6,400,824	6,528,841
RESIDENTIAL	Cumulative Units	-	-	-	-	-	-	-	-	-	-	69	69	69	69	69	69	69	69	69	69	69	69	69	69	69	69	69	69	69	69	69	
	Taxable Value Per Unit	-	-	450,000	459,000	468,180	477,544	487,094	496,836	506,773	516,909	527,247	537,792	548,547	559,518	570,709	582,123	593,765	605,641	617,754	630,109	642,711	655,565	668,676	682,050	695,691	709,605	723,797	738,273	753,038	768,099	783,461	799,130
	TAXABLE VALUE	-	-	-	-	-	-	-	-	-	-	36,380,024	37,107,624	37,849,777	38,606,772	39,378,908	40,166,486	40,969,816	41,789,212	42,624,996	43,477,496	44,347,046	45,233,987	46,138,667	47,061,440	48,002,669	48,962,722	49,941,977	50,940,816	51,959,632	52,998,825	54,058,802	55,139,978
REAL PROPERTY		Taxable Value	-	-	-	-	-	-	-	4,223,109	4,307,571	40,773,746	41,589,221	42,421,006	43,269,426	44,134,814	45,017,511	45,917,861	46,836,218	47,772,943	48,728,401	49,702,969	50,697,029	51,710,969	52,745,189	53,800,093	54,876,094	55,973,616	57,093,089	58,234,950	59,399,649	60,587,642	61,799,395
City of Kaufman (M&O)		-	-	-	-	-	-	-	-	20,271	20,676	195,715	199,629	203,622	207,694	211,848	216,085	220,407	224,815	229,311	233,897	238,575	243,347	248,214	253,178	258,241	263,406	268,674	274,048	279,529	285,119	290,822	296,638
	Kaufman County (M&O)	-	-	-	-	-	-	-	-	11,795	12,031	113,878	116,155	118,478	120,848	123,265	125,730	128,245	130,810	133,426	136,095	138,816	141,593	144,425	147,313	150,259	153,265	156,330	159,456	162,646	165,898	169,216	172,601
	Road and Bridge	-	-	-	-	-	-	-	-	2,974	3,033	28,710	29,284	29,869	30,467	31,076	31,698	32,332	32,978	33,638	34,311	34,997	35,697	36,411	37,139	37,882	38,639	39,412	40,200	41,004	42,661	43,514	
	Trinity Valley CC	-	-	-	-	-	-	-	-	4,877	4,975	47,090	48,031	48,992	49,972	50,971	51,991	52,971	53,931	54,901	55,173	56,276	57,402	58,550	59,721	60,915	62,134	63,378	64,644	65,937	67,256	68,601	69,973
	Kaufman ISD	-	-	-	-	-	-	-	-	53,642	54,715	517,908	528,266	538,832	549,608	560,600	571,812	583,249	594,914	606,812	618,948	631,327	643,954	656,833	669,969	683,369	697,036	710,977	725,196	739,700	754,494	769,584	784,976
	Total	-	-	-	-	-	-	-	-	-	93,559	95,430	903,300	921,366	939,793	958,589	977,761	997,316	1,017,262	1,037,608	1,058,838	1,079,527	1,101,117	1,123,037	1,145,603	1,168,515	1,191,885	1,215,723	1,240,037	1,264,838	1,290,135	1,315,937	1,342,256
PERSONAL PROPERTY		Taxable Value	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
City of Kaufman (M&O)		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	Kaufman County (M&O)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	Road and Bridge	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	Trinity Valley CC	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	Kaufman ISD	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	Total	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SALES TAX		Taxable Value	-	-	-	-	-	-	-	3,000,000	3,060,000	3,121,200	3,183,624	3,247,296	3,312,242	3,378,487	3,446,057	3,514,978	3,585,278	3,656,983	3,730,123	3,804,725	3,880,820	3,958,436	4,037,605	4,118,357	4,200,724	4,284,739	4,370,434	4,457,842	4,546,999	4,637,939	4,730,698
Total		-	-	-	-	-	-	-	-	52,500	53,550	54,621	55,713	56,828	57,964	59,124	60,306	61,512	62,742	63,997	65,277	66,583	67,914	69,273	70,658	72,071	73,513	74,983	76,483	78,012	79,572	81,164	82,787
SUMMARY																																	
City of Kaufman (M&O)		-	-	-	-	-	-	-	-	72,771	74,226	250,336	255,342	260,449	265,658	270,971	276,391	281,919	287,557	293,308	299,174	305,158	311,261	317,486	323,836	330,313	336,919	343,657	350,530	357,541	364,692	371,986	379,425
	Kaufman County (M&O)	-	-	-	-	-	-	-	-	11,795	12,031	113,878	116,155	118,478	120,848	123,265	125,730	128,245	130,810	133,426	136,095	138,816	141,593	144,425	147,313	150,259	153,265	156,330	159,456	162,646	165,898	169,216	172,601
	Road and Bridge	-	-	-	-	-	-	-	-	2,974	3,033	28,710	29,284	29,869	30,467	31,076	31,698	32,332	32,978	33,638	34,311	34,997	35,697	36,411	37,139	37,882	38,639	39,412	40,200	41,004	42,661	43,514	
	Trinity Valley CC	-	-	-	-	-	-	-	-	4,877	4,975	47,090	48,031	48,992	49,972	50,971	51,991	52,971	53,931	54,901	55,173	56,276	57,402	58,550	59,721	60,915	62,134	63,378	64,644	65,937	67,256	68,601	69,973
	Kaufman ISD	-	-	-	-	-	-	-	-	53,642	54,715	517,908	528,266	538,832	549,608	560,600	571,812	583,249	594,914	606,812	618,948	631,327	643,954	656,833	669,969	683,369	697,036	710,977	725,196	739,700	754,494	769,584	784,976
	Total	-	-	-	-	-	-	-	-	-	146,059	148,980	957,921	977,079	996,621	1,016,553	1,036,884	1,057,622	1,078,774	1,100,350	1,122,357	1,144,804	1,167,700	1,191,054	1,214,875	1,239,173	1,263,956	1,289,235	1,315,020	1,341,320	1,368,147	1,395,510	1,423,420
PARTICIPATION																																	
REAL PROPERTY		Taxable Value	-	-	-	-	-	-	-	4,223,109	4,307,571	40,773,746	41,589,221	42,421,006	43,269,426	44,134,814	45,017,511	45,917,861	46,836,218	47,772,943	48,728,401	49,702,969	50,697,029	51,710,969	52,745,189	53,800,093	54,876,094	55,973,616	57,093,089	58,234,950	59,399,649	60,587,642	61,799,395
City of Kaufman (M&O)		-	-	-	-	-	-	-	-	15,203	15,507	146,786	149,722	152,716	155,771	158,886	162,064	165,305	168,611	171,983	175,423	178,931	182,510	186,160	189,883	193,681	197,555	201,506	205,536	209,647	213,840	218,116	222,479
	Kaufman County (M&O)	-	-	-	-	-	-	-	-	5,897	6,015	56,939	58,078	59,239	60,424	61,633	62,865	64,122	65,405	66,713	68,047	69,408	70,796	72,212	73,657	75,130	76,632	78,165	79,728	81,323	82,949	84,608	86,300
	Road and Bridge	-	-	-	-	-	-	-	-	2,439	2,487	23,545	24,016	24,496	24,986	25,486	25,995	26,515	27,046	27,586	28,138	28,701	29,275	29,860	30,458	31,067	31,688	32,322	32,968	33,628	34,300	34,986	35,686
	Trinity Valley CC	-	-	-	-	-	-	-	-	23,539	24,010	227,270	231,815	236,451	241,180	246,004	250,924	255,943	261,061	266,283	271,608	277,041	282,581	288,233	293,998	299,878	305,875	311,993	318,233	324,597	331,089	337,711	344,465
	Kaufman ISD	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Total	-	-	-	-	-	-	-	-	-	23,539	24,010	227,270	231,815	236,451	241,180	246,004	250,924	255,943	261,061	266,283	271,608	277,041	282,581	288,233	293,998	299,878	305,875	311,993	318,233	324,597	331,089	337,711
PERSONAL PROPERTY		Taxable Value	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
City of Kaufman (M&O)		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	Kaufman County (M&O)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	Road and Bridge	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	Trinity Valley CC	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	Kaufman ISD	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-												

PHASE THREE : INPUT & OUTPUT

► INPUT

INFLATION RATE	2.00%
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DISCOUNT RATE	6.00%
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REAL PROPERTY TAX		PARTICIPATION	
City of Kaufman (M&O)	0.48000180	75%	0.3600014
Kaufman County (M&O)	0.27929200	50%	0.1396460
Road and Bridge	0.07041200	0%	0.0000000
Trinity Valley CC	0.11549000	50%	0.0577450
Kaufman ISD	1.27020000	0%	0.0000000
	2.21539580		0.5573924

PERSONAL PROPERTY TAX		PARTICIPATION	
City of Kaufman (M&O)	0.48000180	0%	0.0000000
Kaufman County (M&O)	0.27929200	0%	0.0000000
Road and Bridge	0.07041200	0%	0.0000000
Trinity Valley CC	0.11549000	0%	0.0000000
Kaufman ISD	1.27020000	0%	0.0000000
	2.21539580		0.0000000

City of Kaufman Sales Tax	0.01000000	0%	0.0000000
City Property Tax Reduction	0.00500000	0%	0.0000000
Street Maintenance	0.00250000	0%	0.0000000
	0.01750000		0.0000000

PHASE THREE		Final Delivery	AREA SF/UNITS	REAL PROPERTY		BPP		SALES	
				\$ / SF	TAX VALUE	\$ / SF	TAX VALUE	\$ / SF	TAX VALUE
	MULTIFAMILY	2027	165	\$ 150,000	\$ 24,750,000		\$ -	\$ -	\$ -
	OFFICE	2026	34,323	\$ 150	\$ 5,148,450			\$ -	\$ -
	TOTAL				29,898,450		-		-

► OUTPUT

TOTAL TAX REVENUE		TOTAL	REAL PROPERTY		PERSONAL		SALES	
City of Kaufman (M&O)	21.7%	\$ 5,301,884	=	\$ 5,301,884	+	\$ -	+	\$ -
Kaufman County (M&O)	12.6%	\$ 3,084,934	=	\$ 3,084,934	+	\$ -	+	\$ -
Road and Bridge	3.2%	\$ 777,739	=	\$ 777,739	+	\$ -	+	\$ -
Trinity Valley CC	5.2%	\$ 1,275,651	=	\$ 1,275,651	+	\$ -	+	\$ -
Kaufman ISD	57.3%	\$ 14,030,058	=	\$ 14,030,058	+	\$ -	+	\$ -
	100.0%	\$ 24,470,265		\$ 24,470,265		\$ -		\$ -
		100.0%		100.0%		0.0%		0.0%

TOTAL PARTICIPATION		TOTAL	REAL PROPERTY		PERSONAL		SALES	
City of Kaufman (M&O)	64.6%	\$ 3,976,413	=	\$ 3,976,413	+	\$ -	+	\$ -
Kaufman County (M&O)	25.1%	\$ 1,542,467	=	\$ 1,542,467	+	\$ -	+	\$ -
Road and Bridge	0.0%	\$ -	=	\$ -	+	\$ -	+	\$ -
Trinity Valley CC	10.4%	\$ 637,825	=	\$ 637,825	+	\$ -		\$ -
Kaufman ISD	0.0%	\$ -	=	\$ -	+	\$ -	+	\$ -
	100.0%	\$ 6,156,705		\$ 6,156,705		\$ -		\$ -
		100.0%		100.0%		0.0%		0.0%

NET BENEFIT		TOTAL	REAL PROPERTY		PERSONAL		SALES	
City of Kaufman (M&O)	7.2%	\$ 1,325,471	=	\$ 1,325,471	+	\$ -	+	\$ -
Kaufman County (M&O)	8.4%	\$ 1,542,467	=	\$ 1,542,467	+	\$ -	+	\$ -
Road and Bridge	4.2%	\$ 777,739	=	\$ 777,739	+	\$ -	+	\$ -
Trinity Valley CC	3.5%	\$ 637,825	=	\$ 637,825	+	\$ -	+	\$ -
Kaufman ISD	76.6%	\$ 14,030,058	=	\$ 14,030,058	+	\$ -	+	\$ -
	100.0%	\$ 18,313,560		\$ 18,313,560		\$ -		\$ -
		100.0%		100.0%		0.0%		0.0%

Financial Feasibility Analysis

TAX REVENUE PROJECTIONS & COST-BENEFIT ANALYSIS

Calendar Year		0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
TOTAL TAX REVENUE																																		
MULTIFAMILY		2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	
	Cumulative Units	-	-	-	-	-	-	-	-	165	180	180	180	180	180	180	180	180	180	180	180	180	180	180	180	180	180	180	180	180	180	180	180	180
	Taxable Value Per Unit	-	-	150,000	153,000	156,060	159,181	162,365	165,612	168,924	172,303	175,749	179,264	182,849	186,506	190,236	194,041	197,922	201,880	205,918	210,036	214,237	218,522	222,892	227,350	231,897	236,535	241,266	246,091	251,013	256,033	261,154	266,377	
	MF Taxable Value	-	-	-	-	-	-	-	-	27,872,520	31,014,513	31,634,803	32,267,499	32,912,849	33,571,106	34,242,528	34,927,379	35,625,927	36,338,445	37,065,214	37,806,518	38,562,649	39,333,902	40,120,580	40,922,991	41,741,451	42,576,280	43,427,806	44,296,362	45,182,289	46,085,935	47,007,654	47,947,807	
	Taxable Value Per SF	-	-	150	153	156	159	162	166	169	172	176	179	183	187	190	194	198	202	206	210	214	219	223	227	232	237	241	246	251	256	261	266	
	Percentage Complete	-	-	0%	0%	0%	0%	0%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	
	Cumulative SF	-	-	34,323	34,323	34,323	34,323	34,323	34,323	34,323	34,323	34,323	34,323	34,323	34,323	34,323	34,323	34,323	34,323	34,323	34,323	34,323	34,323	34,323	34,323	34,323	34,323	34,323	34,323	34,323	34,323	34,323	34,323	
	TAXABLE VALUE	-	-	-	-	-	-	-	5,684,305	5,797,991	5,913,951	6,032,230	6,152,874	6,275,932	6,401,450	6,529,479	6,660,069	6,793,270	6,929,136	7,067,719	7,209,073	7,353,254	7,500,319	7,650,326	7,803,332	7,959,399	8,118,587	8,280,859	8,446,578	8,615,509	8,787,820	8,963,576	9,142,848	
REAL PROPERTY		Taxable Value	-	-	-	-	-	-	5,684,305	33,670,511	36,928,464	37,667,033	38,420,374	39,188,781	39,972,557	40,772,008	41,587,448	42,419,197	43,267,581	44,132,933	45,015,591	45,915,903	46,834,221	47,770,906	48,726,324	49,700,850	50,694,867	51,708,764	52,742,940	53,797,799	54,873,755	55,971,230	57,090,654	
City of Kaufman (M&O)	-	-	-	-	-	-	-	27,285	161,619	177,257	180,802	184,418	188,107	191,869	195,706	199,620	203,613	207,685	211,839	216,076	220,397	224,805	229,301	233,887	238,565	243,336	248,203	253,167	258,230	263,395	268,663	274,036	GROSS	
Kaufman County (M&O)	-	-	-	-	-	-	-	15,876	94,039	103,138	105,201	107,305	109,451	111,640	113,873	116,150	118,473	120,843	123,260	125,725	128,239	130,804	133,420	136,089	138,810	141,587	144,418	147,307	150,253	153,258	156,323	159,450	3,084,934	
Road and Bridge	-	-	-	-	-	-	-	4,002	23,708	26,002	26,522	27,053	27,594	28,145	28,708	29,283	29,868	30,466	31,075	31,696	32,330	32,977	33,636	34,309	34,995	35,695	36,409	37,137	37,880	38,638	39,410	40,199	777,739	
Trinity Valley CC	-	-	-	-	-	-	-	6,565	38,886	42,649	43,502	44,372	45,259	46,164	47,088	48,029	48,990	49,970	50,969	51,989	53,028	54,089	55,171	56,274	57,400	58,548	59,718	60,913	62,131	63,374	64,641	65,934	1,275,651	
Kaufman ISD	-	-	-	-	-	-	-	72,202	427,683	469,065	478,447	488,016	497,776	507,731	517,886	528,244	538,809	549,585	560,577	571,788	583,224	594,888	606,786	618,922	631,300	643,926	656,805	669,941	683,340	697,006	710,947	725,165	14,030,058	
Total	-	-	-	-	-	-	-	125,930	745,935	818,112	834,474	851,163	868,187	885,550	903,261	921,327	939,753	958,548	977,719	997,274	1,017,219	1,037,563	1,058,315	1,079,481	1,101,071	1,123,092	1,145,554	1,168,465	1,191,834	1,215,671	1,239,984	1,264,784	24,470,285	
PERSONAL PROPERTY		Taxable Value	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	GROSS
City of Kaufman (M&O)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Kaufman County (M&O)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Road and Bridge	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Trinity Valley CC	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Kaufman ISD	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SALES PF		Taxable Value	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SALES TAX		Taxable Value	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SUMMARY																																		
City of Kaufman (M&O)	-	-	-	-	-	-	-	27,285	161,619	177,257	180,802	184,418	188,107	191,869	195,706	199,620	203,613	207,685	211,839	216,076	220,397	224,805	229,301	233,887	238,565	243,336	248,203	253,167	258,230	263,395	268,663	274,036	GROSS	
Kaufman County (M&O)	-	-	-	-	-	-	-	15,876	94,039	103,138	105,201	107,305	109,451	111,640	113,873	116,150	118,473	120,843	123,260	125,725	128,239	130,804	133,420	136,089	138,810	141,587	144,418	147,307	150,253	153,258	156,323	159,450	3,084,934	
Road and Bridge	-	-	-	-	-	-	-	4,002	23,708	26,002	26,522	27,053	27,594	28,145	28,708	29,283	29,868	30,466	31,075	31,696	32,330	32,977	33,636	34,309	34,995	35,695	36,409	37,137	37,880	38,638	39,410	40,199	777,739	
Trinity Valley CC	-	-	-	-	-	-	-	6,565	38,886	42,649	43,502	44,372	45,259	46,164	47,088	48,029	48,990	49,970	50,969	51,989	53,028	54,089	55,171	56,274	57,400	58,548	59,718	60,913	62,131	63,374	64,641	65,934	1,275,651	
Kaufman ISD	-	-	-	-	-	-	-	72,202	427,683	469,065	478,447	488,016	497,776	507,731	517,886	528,244	538,809	549,585	560,577	571,788	583,224	59												

TIRZ #2 Additional Development : INPUT & OUTPUT

INPUT

INFLATION RATE	2.00%
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DISCOUNT RATE	6.00%
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REAL PROPERTY TAX		PARTICIPATION	
City of Kaufman (M&O)	0.48000180	75%	0.3600014
Kaufman County (M&O)	0.27929200	50%	0.1396460
Road and Bridge	0.07041200	0%	0.0000000
Trinity Valley CC	0.11549000	50%	0.0577450
Kaufman ISD	1.27020000	0%	0.0000000
2.21539580			0.5573924

PERSONAL PROPERTY TAX		PARTICIPATION	
City of Kaufman (M&O)	0.48000180	0%	0.0000000
Kaufman County (M&O)	0.27929200	0%	0.0000000
Road and Bridge	0.07041200	0%	0.0000000
Trinity Valley CC	0.11549000	0%	0.0000000
Kaufman ISD	1.27020000	0%	0.0000000
2.21539580			0.0000000

City of Kaufman Sales Tax	0.01000000	0%	0.0000000
City Property Tax Reduction	0.00500000	0%	0.0000000
Street Maintenance	0.00250000	0%	0.0000000
0.01750000			0.0000000

TIRZ #2 ADDITIONAL DEVELOPMENT		Final Delivery	AREA SF/UNITS	REAL PROPERTY		BPP		SALES	
				\$ / SF	TAX VALUE	\$ / SF	TAX VALUE	\$ / SF	TAX VALUE
MULTIFAMILY	2026	94	\$ 150,000	\$ 14,100,000	\$ -	\$ -	\$ -	\$ -	-
COMMERCIAL	2025	30,000	\$ 250	\$ 7,500,000	\$ 1.00	\$ 30,000	\$ 250.00	\$ 7,500,000	
TOTAL				21,600,000	30,000	7,500,000			

OUTPUT

TOTAL TAX REVENUE		TOTAL	REAL PROPERTY	PERSONAL PROPERTY	SALES	
City of Kaufman (M&O)	37.8%	\$ 8,124,831	=	\$ 3,705,525	+	\$ 4,419,306
Kaufman County (M&O)	10.0%	\$ 2,156,083	=	\$ 2,156,083	+	-
Road and Bridge	2.5%	\$ 543,568	=	\$ 543,568	+	-
Trinity Valley CC	4.1%	\$ 891,561	=	\$ 891,561	+	-
Kaufman ISD	45.6%	\$ 9,805,709	=	\$ 9,805,709	+	-
	100.0%	21,521,752		\$ 17,102,445		\$ 4,419,306
		100.0%		79.5%	0.0%	20.5%

TOTAL PARTICIPATION		TOTAL	REAL PROPERTY	PERSONAL PROPERTY	SALES	
City of Kaufman (M&O)	64.6%	\$ 2,779,144	=	\$ 2,779,144	+	\$ -
Kaufman County (M&O)	25.1%	\$ 1,078,041	=	\$ 1,078,041	+	\$ -
Road and Bridge	0.0%	\$ -	=	\$ -	+	\$ -
Trinity Valley CC	10.4%	\$ 445,781	=	\$ 445,781	+	\$ -
Kaufman ISD	0.0%	\$ -	=	\$ -	+	\$ -
	100.0%	\$ 4,302,966		\$ 4,302,966		\$ -
		100.0%		100.0%	0.0%	0.0%

NET BENEFIT		TOTAL	REAL PROPERTY	PERSONAL PROPERTY	SALES	
City of Kaufman (M&O)	31.0%	\$ 5,345,688	=	\$ 926,381	+	\$ 4,419,306
Kaufman County (M&O)	6.3%	\$ 1,078,041	=	\$ 1,078,041	+	\$ -
Road and Bridge	3.2%	\$ 543,568	=	\$ 543,568	+	\$ -
Trinity Valley CC	2.6%	\$ 445,781	=	\$ 445,781	+	\$ -
Kaufman ISD	56.9%	\$ 9,805,709	=	\$ 9,805,709	+	\$ -
	100.0%	\$ 17,218,786		\$ 12,799,480		\$ 4,419,306
		100.0%		74.3%	0.0%	25.7%

Financial Feasibility Analysis

TAX REVENUE PROJECTIONS & COST-BENEFIT ANALYSIS

Calendar Year		0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
TOTAL TAX REVENUE																																		
		2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	
MULTIFAMILY	Cumulative Units	-	-	-	-	-	-	-	94	94	94	94	94	94	94	94	94	94	94	94	94	94	94	94	94	94	94	94	94	94	94	94	94	
	Taxable Value Per Unit	-	-	150,000	153,000	156,060	159,181	162,365	165,612	168,924	172,303	175,749	179,264	182,849	186,506	190,236	194,041	197,922	201,880	205,918	210,036	214,237	218,522	222,892	227,350	231,897	236,535	241,266	246,091	251,013	256,033	261,154	266,377	
	MF Taxable Value	-	-	-	-	-	-	-	15,567,539	15,878,890	16,196,468	16,520,397	16,850,805	17,187,821	17,531,578	17,882,209	18,239,853	18,604,651	18,976,744	19,356,278	19,743,404	20,138,272	20,541,038	20,951,858	21,370,895	21,798,313	22,234,280	22,678,965	23,132,545	23,595,195	24,067,099	24,548,441	25,039,410	
	Taxable Value Per SF	-	-	250	255	260	265	271	276	282	287	293	299	305	311	317	323	330	336	343	350	357	364	371	379	386	394	402	410	418	427	435	444	
COMMERCIAL	Percentage Complete	-	-	0%	0%	0%	0%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	
	Cumulative SF	-	-	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	
	TAXABLE VALUE	-	-	-	-	-	-	8,118,241	8,280,606	8,446,218	8,615,143	8,787,445	8,963,194	9,142,458	9,325,307	9,511,813	9,702,050	9,896,091	10,094,013	10,295,893	10,501,811	10,711,847	10,926,084	11,144,605	11,367,498	11,594,848	11,826,744	12,063,279	12,304,545	12,550,636	12,801,649	13,057,682	13,318,835	
	Taxable Value	-	-	-	-	-	-	8,118,241	23,848,145	24,325,108	24,811,610	25,307,843	25,813,999	26,330,279	26,856,885	27,394,023	27,941,903	28,500,741	29,070,756	29,652,171	30,245,215	30,850,119	31,467,121	32,096,464	32,738,393	33,393,161	34,061,024	34,742,245	35,437,089	36,145,831	36,868,748	37,606,123	38,358,245	
REAL PROPERTY	City of Kaufman (M&O)	-	-	-	-	-	-	38,968	114,472	116,781	119,096	121,478	123,908	126,386	128,914	131,492	134,122	136,804	139,540	142,331	145,178	148,081	151,043	154,064	157,145	160,288	163,494	166,763	170,099	173,501	176,971	180,510	184,120	GROSS
	Kaufman County (M&O)	-	-	-	-	-	-	67,938	66,606	67,938	69,297	70,683	72,096	73,538	75,009	76,509	78,040	79,600	81,192	82,816	84,472	86,162	87,885	89,643	91,436	93,264	95,130	97,032	98,973	100,952	102,971	105,031	107,132	2,156,883
	Road and Bridge	-	-	-	-	-	-	5,716	16,792	17,128	17,470	17,820	18,176	18,540	18,910	19,289	19,674	20,068	20,469	20,879	21,296	21,722	22,157	22,600	23,052	23,513	23,983	24,463	24,952	25,451	25,960	26,479	27,009	543,588
	Trinity Valley CC	-	-	-	-	-	-	9,376	27,542	28,093	28,655	29,228	29,813	30,409	31,017	31,637	32,270	32,916	33,574	34,245	34,930	35,629	36,341	37,068	37,810	38,566	39,337	40,124	40,926	41,745	42,580	43,431	44,300	891,561
	Kaufman ISD	-	-	-	-	-	-	103,118	302,919	308,978	315,157	321,460	327,889	334,447	341,136	347,959	354,918	362,016	369,257	376,642	384,175	391,858	399,695	407,689	415,843	424,160	432,643	441,296	450,122	459,124	468,307	477,673	487,226	9,805,709
Total	-	-	-	-	-	-	311,851	528,331	538,897	549,675	560,669	571,882	583,320	594,986	606,886	619,024	631,404	644,032	656,913	670,051	683,452	697,121	711,064	725,285	739,791	754,586	769,678	785,072	800,773	816,789	833,124	849,787	17,102,445	
PERSONAL PROPERTY	Taxable Value	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	GROSS
	City of Kaufman (M&O)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Kaufman County (M&O)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Road and Bridge	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Trinity Valley CC	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SALES TAX	Taxable Value	-	-	-	-	-	-	7,500,000	7,650,000	7,803,000	7,959,060	8,118,241	8,280,606	8,446,218	8,615,143	8,787,445	8,963,194	9,142,458	9,325,307	9,511,813	9,702,050	9,896,091	10,094,013	10,295,893	10,501,811	10,711,847	10,926,084	11,144,605	11,367,498	11,594,848	11,826,744	12,063,279	12,304,545	-
	Total	-	-	-	-	-	-	131,250	133,875	136,553	139,284	142,069	144,911	147,809	150,765	153,780	156,856	159,993	163,193	166,457	169,786	173,182	176,645	180,178	183,782	187,457	191,206	195,031	198,931	202,910	206,968	211,107	215,330	4,419,306
SUMMARY																																		
REAL PROPERTY	City of Kaufman (M&O)	-	-	-	-	-	-	170,218	248,347	253,313	258,380	263,547	268,818	274,195	279,679	285,272	290,978	296,797	302,733	308,788	314,963	321,263	327,688	334,242	340,927	347,745	354,700	361,794	369,030	376,410	383,939	391,617	399,450	GROSS
	Kaufman County (M&O)	-	-	-	-	-	-	22,674	66,606	67,938	69,297	70,683	72,096	73,538	75,009	76,509	78,040	79,600	81,192	82,816	84,472	86,162	87,885	89,643	91,436	93,264	95,130	97,032	98,973	100,952	102,971	105,031	107,132	2,156,883
	Road and Bridge	-	-	-	-	-	-	5,716	16,792	17,128	17,470	17,820	18,176	18,540	18,910	19,289	19,674	20,068	20,469	20,879	21,296	21,722	22,157	22,600	23,052	23,513	23,983	24,463	24,952	25,451	25,960	26,479	27,009	543,588
	Trinity Valley CC	-	-	-	-	-	-	9,376	27,542	28,093	28,655	29,228	29,813	30,409	31,017	31,637	32,270	32,916	33,574	34,245	34,930	35,629	36,341	37,068	37,810	38,566	39,337	40,124	40,926	41,745	42,580	43,431	44,300	891,561
	Kaufman ISD	-	-	-	-	-	-	103,118	302,919	308,978	315,157	321,460	327,889	334,447	341,136	347,959	354,918	362,016	369,257	376,642	384,175	391,858	399,695	407,689	415,843	424,160	432,643	441,296	450,122	459,124	468,307	477,673	487,226	9,805,709
Total	-	-	-	-	-	-	311,101	662,206	676,450	689,959	702,738	716,793	731,129	745,791	760,666	775,880	791,397	807,225	823,370	839,837	856,634	873,767	891,242	909,067	927,248	945,793	964,709	984,063	1,003,683	1,023,757	1,044,232	1,065,116	21,521,732	
PARTICIPATION																																		
REAL PROPERTY	Taxable Value	-	-	-	-	-	-	8,118,241	23,848,145	24,325,108	24,811,610	25,307,843	25,813,999	26,330,279	26,856,885	27,394,023	27,941,903	28,500,741	29,070,756	29,652,171	30,245,215	30,850,119	31,467,121	32,096,464	32,738,393	33,393,161	34,061,024	34,742,245	35,437,089	36,145,831	36,868,748	37,606,123	38,358,245	-
	City of Kaufman (M&O)	-	-	-	-	-	-	29,226	85,854	87,571	89,322	91,109	92,931	94,789	96,685	98,619	100,591	102,603	104,655	106,748	108,883	111,061	113,282	115,548	117,859	120,216	122,620	125,073	127,574	130,125	132,728	135,383	138,090	GROSS
	Kaufman County (M&O)	-	-	-	-	-	-	11,337	33,303	33,969	34,648	35,341	36,048	36,769	37,505	38,255	39,020	39,800	40,596	41,408	42,236	43,081	43,943	44,821	45,718	46,632	47,565	48,516	49,486	50,476	51,486	52,515	53,566	2,779,144
	Road and Bridge	-	-	-	-	-	-	4,888	13,771	14,047	14,327	14,614	14,906	15,204	15,509	15,819	16,135	16,458	16,787	17,123	17,465	17,814	18,171	18,534	18,905	19,283	19,669	20,062	20,463	20,872	21,290	21,716	22,150	445,781
	Trinity Valley CC	-	-	-	-	-	-	4,888	13,771	14,047	14,327	14,614	14,906	15,204	15,509	15,819	16,135	16,458	16,787	17,123	17,465	17,814	18,171	18,534	18,905	19,283	19,669	20,062	20,463	20,872	21,290	21,716	22,150	445,781
Total	-	-	-	-	-	-	45,250	132,928	135,586	138,298	141,064	143,885	146,763	149,698	152,692	155,746	158,861	162,038	165,279	168,585	171,956	175,395	178,903	182,481	186,131	189,854	193,651	197,524	201,474	205,504	209,614	213,806	218,066	4,302,966
PERSONAL PROPERTY	Taxable Value	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	GROSS
	City of Kaufman (M&O)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Kaufman County (M&O)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Road and Bridge	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-															

TIRZ #2A : INPUT & OUTPUT

INPUT

INFLATION RATE	2.00%
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DISCOUNT RATE	6.00%
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REAL PROPERTY TAX		PARTICIPATION	
City of Kaufman (M&O)	0.48000180	75%	0.3600014
Kaufman County (M&O)	0.27929200	0%	0.0000000
Road and Bridge	0.07041200	0%	0.0000000
Trinity Valley CC	0.11549000	0%	0.0000000
Kaufman ISD	1.27020000	0%	0.0000000
2.21539580			0.3600014

PERSONAL PROPERTY TAX		PARTICIPATION	
City of Kaufman (M&O)	0.48000180	0%	0.0000000
Kaufman County (M&O)	0.27929200	0%	0.0000000
Road and Bridge	0.07041200	0%	0.0000000
Trinity Valley CC	0.11549000	0%	0.0000000
Kaufman ISD	1.27020000	0%	0.0000000
2.21539580			0.0000000

City of Kaufman Sales Tax	0.01000000	0%	0.0000000
City Property Tax Reduction	0.00500000	0%	0.0000000
Street Maintenance	0.00250000	0%	0.0000000
0.01750000			0.0000000

TIRZ #2A		Final Delivery	AREA SF/UNITS	REAL PROPERTY		BPP		SALES	
				\$ / SF	TAX VALUE	\$ / SF	TAX VALUE	\$ / SF	TAX VALUE
	RESIDENTIAL (Single Family)	2026, 2028, 2030	134	\$ 560,000	\$ 75,040,000	\$ -	\$ -	\$ -	\$ -
	RESIDENTIAL (Townhomes)	2026, 2028, 2030	93	\$ 440,000	\$ 40,920,000	\$ 1.00	\$ 93	\$ -	\$ -
	MULTIFAMILY	2024	199	\$ 150,000	\$ 29,850,000	\$ 2.00	\$ 398	\$ -	\$ -
	MULTIFAMILY	2026	156	\$ 150,000	\$ 23,400,000	\$ 3.00	\$ 468	\$ -	\$ -
	RESIDENTIAL	2027 & 2029	93	\$ 250,000	\$ 23,250,000	\$ 4.00	\$ 372	\$ -	\$ -
	COMMERCIAL	2030	110,000	\$ 250	\$ 27,500,000	\$ 5.00	\$ 550,000	\$250.00	\$ 27,500,000
	TOTAL				219,960,000		551,331		27,500,000

OUTPUT

TOTAL TAX REVENUE		TOTAL	REAL PROPERTY		PERSONAL		SALES	
City of Kaufman (M&O)	27.2%	\$ 47,945,497	=	\$ 35,537,276	+	\$ -	+	\$ 12,408,221
Kaufman County (M&O)	11.7%	\$ 20,677,582	=	\$ 20,677,582	+	\$ -	+	\$ -
Road and Bridge	3.0%	\$ 5,213,003	=	\$ 5,213,003	+	\$ -	+	\$ -
Trinity Valley CC	4.8%	\$ 8,550,385	=	\$ 8,550,385	+	\$ -	+	\$ -
Kaufman ISD	53.3%	\$ 94,040,163	=	\$ 94,040,163	+	\$ -	+	\$ -
	100.0%	\$ 176,426,629		\$ 164,018,408		\$ -		\$ 12,408,221
		100.0%		93.0%		0.0%		7.0%

TOTAL PARTICIPATION		TOTAL	REAL PROPERTY		PERSONAL		SALES	
City of Kaufman (M&O)	100.0%	\$ 26,652,957	=	\$ 26,652,957	+	\$ -	+	\$ -
Kaufman County (M&O)	0.0%	\$ -	=	\$ -	+	\$ -	+	\$ -
Road and Bridge	0.0%	\$ -	=	\$ -	+	\$ -	+	\$ -
Trinity Valley CC	0.0%	\$ -	=	\$ -	+	\$ -		\$ -
Kaufman ISD	0.0%	\$ -	=	\$ -	+	\$ -	+	\$ -
	100.0%	\$ 26,652,957		\$ 26,652,957		\$ -		\$ -
		100.0%		100.0%		0.0%		0.0%

NET BENEFIT		TOTAL	REAL PROPERTY		PERSONAL		SALES	
City of Kaufman (M&O)	14.2%	\$ 21,292,540	=	\$ 8,884,319	+	\$ -	+	\$ 12,408,221
Kaufman County (M&O)	13.8%	\$ 20,677,582	=	\$ 20,677,582	+	\$ -	+	\$ -
Road and Bridge	3.5%	\$ 5,213,003	=	\$ 5,213,003	+	\$ -	+	\$ -
Trinity Valley CC	5.7%	\$ 8,550,385	=	\$ 8,550,385	+	\$ -	+	\$ -
Kaufman ISD	62.8%	\$ 94,040,163	=	\$ 94,040,163	+	\$ -	+	\$ -
	100.0%	\$ 149,773,673		\$ 137,365,451		\$ -		\$ 12,408,221
		100.0%		91.7%		0.0%		8.3%

Financial Feasibility Analysis

TAX REVENUE PROJECTIONS & COST-BENEFIT ANALYSIS

Calendar Year		0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
TOTAL TAX REVENUE																																		
		2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	
RESIDENTIAL (Single Family)	Cumulative Units	-	-	-	-	-	-	-	45	45	89	89	134	134	134	134	134	134	134	134	134	134	134	134	134	134	134	134	134	134	134	134	134	
	Taxable Value Per Unit	-	-	560,000	571,200	582,624	594,276	606,162	618,285	630,651	643,264	656,129	669,252	682,637	696,290	710,215	724,420	738,908	753,686	768,760	784,135	799,818	815,814	832,131	848,773	865,749	883,064	900,725	918,739	937,114	955,856	974,974	994,473	
	MF Taxable Value	-	-	-	-	-	-	-	27,822,836	28,379,293	57,250,494	58,395,504	89,679,746	91,473,341	93,302,808	95,168,864	97,072,242	99,013,686	100,993,960	103,013,839	105,074,116	107,175,598	109,319,110	111,505,493	113,735,602	116,010,314	118,330,521	120,697,131	123,111,074	125,873,295	128,084,761	130,646,456	133,259,386	
RESIDENTIAL (Townhomes)	Cumulative Units	-	-	-	-	-	-	-	31	31	62	62	93	93	93	93	93	93	93	93	93	93	93	93	93	93	93	93	93	93	93	93	93	
	Taxable Value Per Unit	-	-	440,000	448,800	457,776	466,932	476,270	485,796	495,511	505,422	515,530	525,841	536,358	547,085	558,026	569,187	580,571	592,182	604,026	616,106	628,428	640,997	653,817	666,893	680,231	693,836	707,712	721,867	736,304	751,030	766,051	781,372	
	MF Taxable Value	-	-	-	-	-	-	-	15,059,662	15,360,855	31,336,145	31,962,868	46,903,188	49,881,252	50,878,877	51,896,454	52,934,383	53,993,071	55,072,932	56,174,391	57,297,879	58,443,836	59,612,713	60,804,967	62,021,067	63,261,488	64,526,718	65,817,252	67,133,597	68,476,269	69,845,795	71,242,711	72,667,565	
MULTIFAMILY	Cumulative Units	-	-	-	-	-	199	199	355	355	355	355	355	355	355	355	355	355	355	355	355	355	355	355	355	355	355	355	355	355	355	355	355	
	Taxable Value Per Unit	-	-	150,000	153,000	156,060	159,181	162,365	165,612	168,924	172,303	175,749	179,264	182,849	186,506	190,236	194,041	197,922	201,880	205,918	210,036	214,237	218,522	222,892	227,350	231,897	236,535	241,266	246,091	251,013	256,033	261,154	266,375	
	MF Taxable Value	-	-	-	-	-	31,677,059	32,310,600	58,792,303	59,968,149	61,167,512	62,390,862	63,638,679	64,911,453	66,209,682	67,533,876	68,884,553	70,262,244	71,667,489	73,100,839	74,562,856	76,054,113	77,575,195	79,126,699	80,709,233	82,323,417	83,969,886	85,649,284	87,362,269	89,109,515	90,891,705	92,709,539	94,563,730	
RESIDENTIAL	Cumulative Units	-	-	-	-	-	-	-	47	47	93	93	93	93	93	93	93	93	93	93	93	93	93	93	93	93	93	93	93	93	93	93	93	
	Taxable Value Per Unit	-	-	250,000	255,000	260,100	265,302	270,808	276,020	281,541	287,171	292,915	298,773	304,749	310,844	317,060	323,402	329,870	336,467	343,196	350,060	357,062	364,203	371,487	378,917	386,495	394,225	402,109	410,151	418,355	426,722	435,256	443,961	
	MF Taxable Value	-	-	-	-	-	-	-	13,232,408	13,497,057	27,241,081	27,785,902	28,341,620	28,908,453	29,486,622	30,076,354	30,677,861	31,291,439	31,917,268	32,555,613	33,206,725	33,870,860	34,548,277	35,239,242	35,944,027	36,662,908	37,396,166	38,144,089	38,906,971	39,685,111	40,478,813	41,288,399		
COMMERCIAL	Taxable Value Per SF	-	-	250	255	260	265	271	276	282	287	293	299	305	311	317	323	330	336	343	350	357	364	371	379	386	394	402	410	418	427	435	444	
	Percentage Complete	-	-	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%		
	Cumulative SF	-	-	-	-	-	-	-	-	-	-	-	-	110,000	110,000	110,000	110,000	110,000	110,000	110,000	110,000	110,000	110,000	110,000	110,000	110,000	110,000	110,000	110,000	110,000	110,000	110,000		
	TAXABLE VALUE	-	-	-	-	-	-	-	-	-	-	-	-	32,885,046	33,522,347	34,192,793	34,876,649	35,574,182	36,285,666	37,011,379	37,751,607	38,506,639	39,276,772	40,062,307	40,863,553	41,680,824	42,514,441	43,364,730	44,232,024	45,116,665	46,018,998	46,939,378	47,878,166	48,835,729
REAL PROPERTY	Taxable Value	-	-	-	-	-	31,677,059	32,310,600	101,674,801	116,940,706	163,251,207	179,990,314	262,872,561	268,130,013	273,492,613	278,962,465	284,541,714	290,232,549	296,037,200	301,957,944	307,997,103	314,157,045	320,440,186	326,848,989	333,385,969	340,053,688	346,854,762	353,791,857	360,867,695	368,085,048	375,446,749	382,955,684	390,614,798	
	City of Kaufman (M&O)	-	-	-	-	-	152,050	155,091	488,041	561,317	783,609	863,957	1,261,703	1,287,029	1,312,769	1,339,025	1,365,805	1,393,121	1,420,984	1,449,404	1,478,392	1,507,959	1,538,119	1,568,881	1,600,259	1,632,264	1,664,909	1,698,207	1,732,171	1,766,815	1,802,151	1,838,194	1,874,958	
	Kaufman County (M&O)	-	-	-	-	-	88,471	90,241	283,970	326,606	455,948	502,699	734,182	748,866	763,843	779,120	794,702	810,596	826,808	843,344	860,211	877,415	894,964	912,863	931,120	949,743	968,738	988,112	1,007,875	1,028,032	1,048,593	1,069,565	1,090,956	
Road and Bridge	-	-	-	-	-	22,304	22,751	71,591	82,340	114,948	126,735	185,094	188,796	192,572	196,423	200,352	204,359	208,446	212,615	216,867	221,204	225,628	230,141	234,744	239,439	244,227	249,112	254,094	259,176	264,360	269,647	275,040		
Trinity Valley CC	-	-	-	-	-	36,584	37,316	135,055	188,539	207,871	209,693	315,867	322,174	329,617	336,983	344,731	352,708	360,920	369,378	378,079	386,927	395,924	405,063	414,350	423,782	433,359	443,082	452,941	462,934	473,061	483,323	493,726		
Kaufman ISD	-	-	-	-	-	402,362	410,409	1,291,473	1,485,381	2,073,617	2,286,237	3,339,007	3,405,787	3,473,903	3,543,381	3,614,249	3,686,534	3,760,265	3,835,470	3,912,179	3,990,423	4,070,231	4,151,636	4,234,669	4,319,362	4,405,749	4,493,864	4,583,741	4,675,416	4,768,925	4,864,303	4,961,589		
Total	-	-	-	-	-	701,772	715,808	2,252,499	2,590,699	3,616,660	3,987,498	5,823,668	5,940,141	6,058,944	6,180,123	6,303,725	6,429,800	6,558,396	6,689,564	6,823,355	6,959,822	7,099,018	7,240,999	7,385,819	7,533,535	7,684,206	7,837,890	7,994,648	8,154,541	8,317,632	8,483,984	8,653,664	8,830,408	
PERSONAL PROPERTY	Taxable Value	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
	City of Kaufman (M&O)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
	Kaufman County (M&O)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Road and Bridge	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Trinity Valley CC	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Kaufman ISD	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Total	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
SALES TAX	Taxable Value	-	-	-	-	-	-	-	-	-	-	27,500,000	28,050,000	28,611,000	29,183,220	29,766,884	30,362,222	30,969,467	31,588,856	32,220,633	32,865,046	33,522,347	34,192,793	34,876,649	35,574,182	36,285,666	37,011,379	37,751,607	38,506,639	39,276,772	40,062,307	40,863,553	-	-
	Total	-	-	-	-	-	-	-	-	-	-	-	481,250	490,875	500,693	510,708	520,920	531,339	541,966	552,805	563,861	575,138	586,641	598,374	610,341	622,548	634,999	647,699	660,653	673,966	687,344	701,090	715,112	12,408,221
	GROSS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
SUMMARY	City of Kaufman (M&O)	-	-	-	-	-	152,050	155,091	488,041	561,317	783,609	863,957	1,743,043	1,777,904	1,813,462	1,849,731	1,886,726	1,924,460	1,962,950	2,002,209	2,042,253	2,083,098	2,124,760	2,167,255	2,210,600	2,254,812	2,299,908	2,345,906	2,392,825	2,440,681	2,489,495	2,539,285	2,590,070	
	Kaufman County (M&O)	-	-	-	-	-	88,471	90,241	283,970	326,606	455,948	502,699	734,182	748,866	763,843	779,120	794,702	810,596	826,808	843,344	860,211	877,415	894,964	912,863	931,120	949,743	968,738	988,112	1,007,875	1,028,032	1,048,593	1,069,565	1,090,956	
	Road and Bridge	-	-	-	-	-	22,304	22,751	71,591	82,340	114,948	126,735	185,094	188,796	192,572	196,423	200,352	204,359	208,446	212,615	216,867	221,204	225,628	230,141	234,744	239,439	244,227	249,112	254,094	259,176	264,360	269,647	275,040	
Trinity Valley CC	-	-	-	-	-	36,584	37,316	135,055	188,539	207,871	209,693	315,867	322,174	329,617	336,983	344,731	352,708	360,920	369,378	378,079	386,927	395,924	405,063	414,350	423,782	433,359	443,082	452,941	462,934	473,061				

Financial Feasibility Analysis - Proposed TIRZ Revenue

[illegible]

^{**}Trinity Valley Community College has a maximum total contribution of \$2,624,824, per an interlocal agreement.

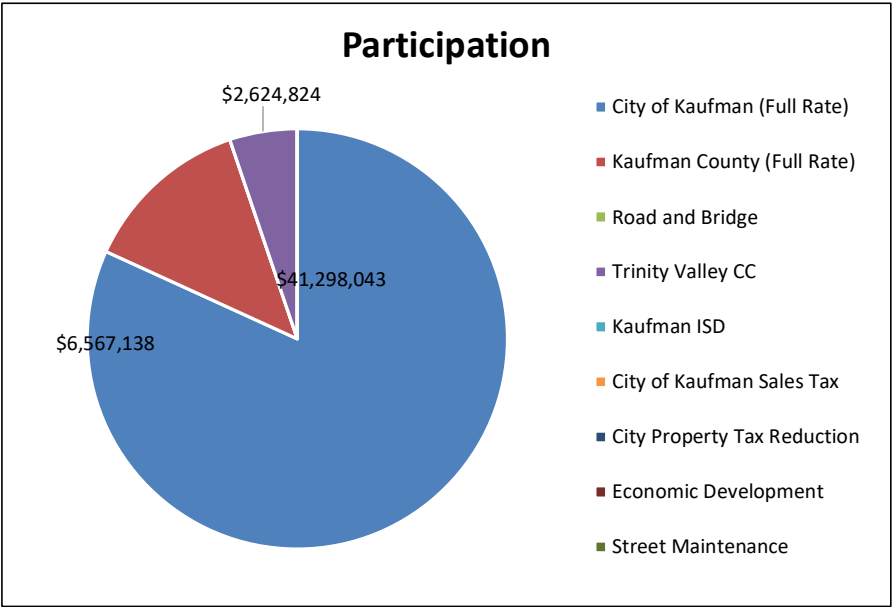
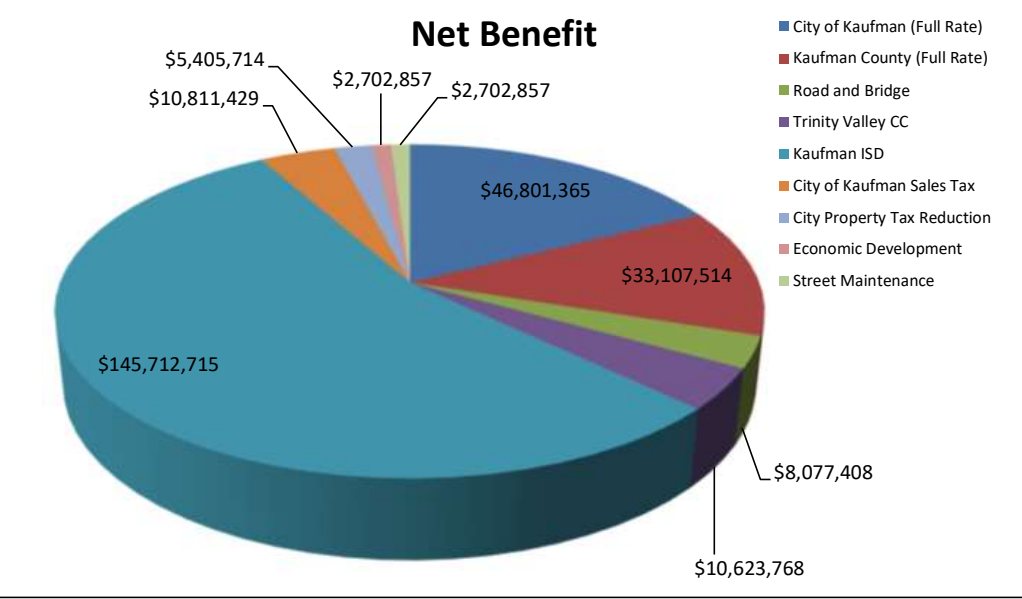
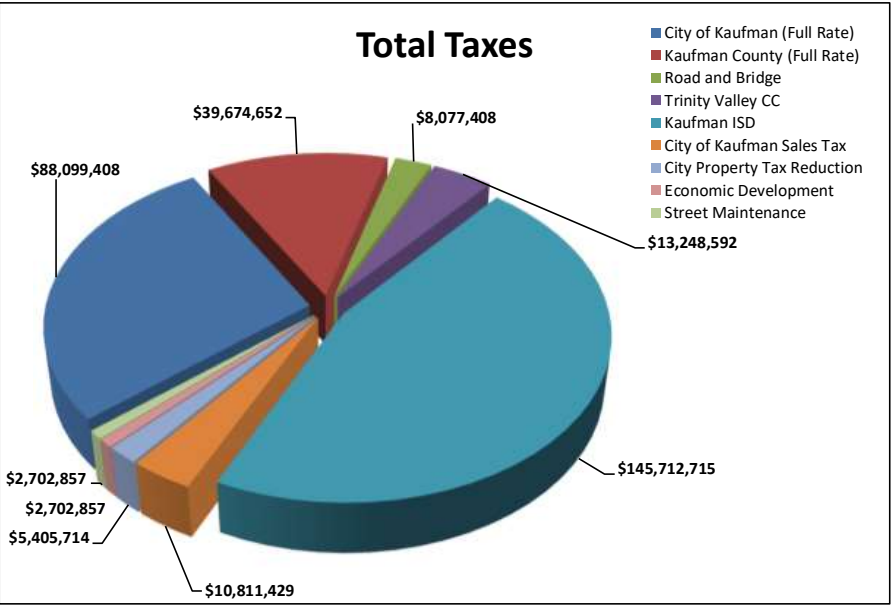
Financial Feasibility Analysis - 100% of Tax Revenue Generated

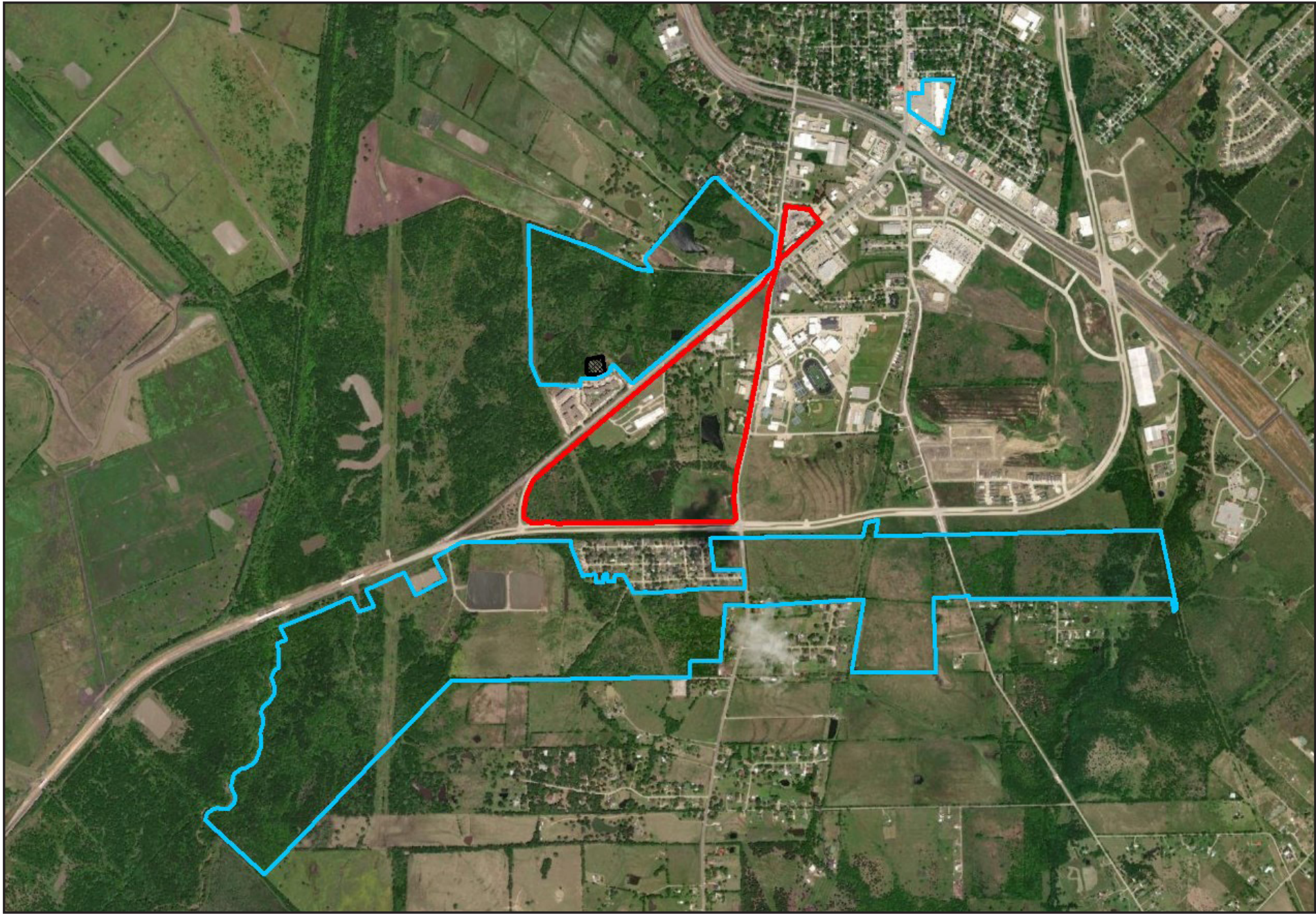
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Revenue Summary

Taxing Jurisdictions	Total Taxes Generated	TIRZ Revenue	Net Benefit
* City of Kaufman (Full Rate)	\$88,099,408	\$41,298,043	\$46,801,365
* Kaufman County (Full Rate)	\$39,674,652	\$6,567,138	\$33,107,514
Road and Bridge	\$8,077,408	\$0	\$8,077,408
** Trinity Valley CC	\$13,248,592	\$2,624,824	\$10,623,768
Kaufman ISD	\$145,712,715	\$0	\$145,712,715
City of Kaufman Sales Tax	\$10,811,429	\$0	\$10,811,429
City Property Tax Reduction	\$5,405,714	\$0	\$5,405,714
Economic Development	\$2,702,857	\$0	\$2,702,857
Street Maintenance	\$2,702,857	\$0	\$2,702,857
Total	\$316,435,633	\$50,490,005	\$265,945,628

*Kaufman County has a maximum total contribution of \$6,567,138, per an interlocal agreement.
**Trinity Valley Community College has a maximum total contribution of \$2,624,824, per an interlocal agreement.





Projects Cost Estimates:

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

Length of TIRZ #2 in Years:

The TIRZ has a 31-year term and is scheduled to end on December 31, 2051.

Powers and Duties of Board of Directors:

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

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

APPENDIX A - CURRENT PROPERTY OWNERSHIP

Property ID	TIRZ	Owner	Land Size (Acres)	Land Value	2022 Improvement Value	Total Value	Exemption	Base Year	2022 Taxable Value
45974	TIRZ 2	KAUFMAN CAD	0	\$0	\$1,477,090	\$1,477,090	EX-XV	2020	\$0
5369	TIRZ 2	KAUFMAN COUNTY	38.351	\$1,670,570	\$2,298,172	\$3,968,742	EX-XV	2020	\$0
219551	TIRZ 2	HALLETT NO 1 LP	7.781	\$338,940	\$0	\$338,940	EX-XV	2020	\$308,296
56876	TIRZ 2	CITY OF KAUFMAN	51.953	\$1,697,305	\$0	\$1,697,305	EX-XV	2020	\$0
5487	TIRZ 2	TEXAS HIGHWAY DEPT	6.567	\$160,500	\$2,288,464	\$2,448,964	EX-XV	2020	\$0
Total			104.652	\$3,867,315	\$6,063,726	\$9,931,041			\$308,296

Property ID		Owner	Land Size (Acres)	Land Value	Improvement Value	Total Value	Exemption	Base Year	2022 Taxable Value
54860	TIRZ 2A	COPE EQUITIES LLC	39.398	\$858,088	\$0	\$858,088	AG	2022	\$2,930
54862	TIRZ 2A	COPE EQUITIES LLC	60.786	\$1,323,919	\$0	\$1,323,919	AG	2022	\$4,520
5270	TIRZ 2A	BROWN MARTHA ET AL	293.3337	\$1,760,002	\$0	\$1,760,002	AG	2022	\$21,812
198786	TIRZ 2A	BROWN MARTHA ET AL	12.9	\$64,500	\$0	\$64,500	AG	2022	\$959
5428	TIRZ 2A	STAHLMAN MONTGOMERY	22.19	\$966,596	\$0	\$966,596	AG	2022	\$3,245
5323	TIRZ 2A	KAUFMAN VETERINARY CENTER LLC	15	\$653,400	\$0	\$653,400	AG	2022	\$2,194
5274	TIRZ 2A	BROWN MARTHA ET AL	4.36	\$1,139,530	\$0	\$1,139,530	AG	2022	\$638
5496	TIRZ 2A	NELSON JAY R & TONIANNE W	46.606	\$699,090	\$12,708	\$711,798	AG	2022	\$19,524
5495	TIRZ 2A	FIRST UNITED METHODIST CHURCH ET AL	72.412	\$1,086,180	\$0	\$1,086,180	AG	2022	\$5,385
5271	TIRZ 2A	CR2730 ESTATES LLC &	35.979	\$1,175,434	\$0	\$1,175,434	AG	2022	\$2,675
5272	TIRZ 2A	CR2730 ESTATES LLC &	2	\$65,340	\$3,683	\$69,023	None	2022	\$69,023
190515	TIRZ 2A	CR2730 ESTATES LLC &	1.15	\$37,571	\$0	\$37,571	AG	2022	\$86
3871	TIRZ 2A	L3 PATRIOT CENTER KAUFMAN LLC	8.06	\$1,404,374	\$3,820,626	\$5,225,000	None	2022	\$5,225,000
45865	TIRZ 2A	SOUTHLAND CORP	0	\$0	\$232,189	\$232,189	None	2022	\$232,189
Total			614.1747	\$11,234,024	\$4,069,206	\$15,303,230			\$5,590,180

*Source: Kaufman Central Appraisal District, 2022



Meeting
Date: 12/19/2022

Date: 12/09/2022

Item #: 12.

Dept.: Development
Services

PZ Item

SUBJECT:

Consider and take appropriate action on the **Development Plat of Kings Fort Addition, Block A, Lots 6 & 7** to create 1 multi-family residential lot and 1 commercial lot (for the purposes of conveyance) on 11.56 acres out of the D. Falcon Survey, Abstract No. 151, City of Kaufman, said property being located on the south side of Kings Fort Parkway and the west side of SH 34 (Property ID 5404 & 202474). (Case No. DP-02-22)

BACKGROUND:

See the attached December 6, 2022 Planning and Zoning Commission Report.

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

Cost: Funds Available: Source:

Recommendation: On December 6, 2022, the Planning and Zoning Commission considered the item and recommended approval, by a vote of 6-0, of the Development Plat of Kings Fort Addition, Block A, Lots 6 & 7, with the following conditions:

1. Redefine the boundaries of this property to be in accordance with the previously-approved preliminary plat and the PD zoning and to avoid the creation of a leftover tract with no access. The property boundaries should run further west to the Enclave at Kings Fort tract, while the property's southern boundary should be shifted north to be more aligned with the northern boundary of the detention lot in Georgetown.
2. Revise the acreage, as may be necessary, per comment 1. Apply to the title block, plat, and owner's certificate.
3. Show the full-width and edge-to-centerline dimensions for the *right-of-way* for Kings Fort Parkway. The dimensions should be 40' from edge to centerline and 80' for the full width.
4. Revise the City approval block to the City's standard format.
5. Update the ownership and deed information of the property to the west.
6. Make any additional revisions requested by the City Engineer.

On December 8, 2022, the applicant submitted a revised Development Plat that addressed the conditions. The applicant also submitted a revised preliminary plat for the overall Kings Fort Addition that is reflective of the development changes that have taken place since the original preliminary plat was approved 10 years ago; this revised preliminary plat will move forward to the Planning & Zoning Commission and City Council in January 2023. Due to the submittal of the revised preliminary plat, the revisions to the development plat, and the development plat including notes requiring final platting & site planning of the property prior to development, staff recommends approval of the Development Plat of Kings Fort, Block A, Lots 6 & 7, which will allow the conveyance of the property to proceed.

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



Planning and Zoning Commission Report

Meeting Date: December 6, 2022

SUBJECT: Consider and make a recommendation to City Council on the **Development Plat of Kings Fort Addition** to create 1 multi-family residential lot and 1 commercial lot (for the purposes of conveyance) on 11.56 acres out of the D. Falcon Survey, Abstract No. 151, City of Kaufman, said property being located on the south side of Kings Fort Parkway and the west side of SH 34 (Property ID 5404 & 202474). (Case No. DP-02-22)

SUMMARY:

The subject property is located on the south side of Kings Fort Parkway and the west side of SH 34 in the Kings Fort development. The property includes 11.56 acres. The purpose of the development plat is to create two legal lots for the purposes of conveyance only. The property will still need to undergo site planning, civil plan review, and final platting prior to the issuance of any building permits and a note has been provided on the plat to this effect. Any required easements and building lines will be provided at the time of final platting.

In August 2018, the property was zoned PD-17R Planned Development-17-Revised, with MF-2 Multi-Family Residential-2 as the base zoning district for Lot 6 and C Commercial as the base zoning district for Lot 7.

The most recent preliminary plat was approved in March 2012. Due to the development and zoning changes that have occurred since then, the development plat does not exactly align with the preliminary plat, particularly as a preliminary-platted street (Senior Drive) is no longer part of the development plan and also because this development plat leaves a remainder tract to the west and shifts the boundaries of the preliminary-platted lots to the south.

Due to the changes, the applicant is working on preparing a revised preliminary plat for the area. In addition, staff is recommending changes to the development plat to reflect the overall concept plan approved with the Planned Development zoning and to ensure that the remainder tract to the west of Lot 6 is incorporated into the development plat and/or is otherwise made a lot and provided access.

THOROUGHFARE PLAN:

The subject property is located on the south side of Kings Fort Parkway and the west side of SH 34. Kings Fort Parkway is classified as a collector (Type C; 2 – 3 lanes), with an ultimate right of way of 80' – 100'. SH 34 is classified as a major arterial (Type AA; 4 – 6 lanes), with an ultimate right-of-way of 120' – 140'. The necessary right-of-way for Kings Fort Parkway and SH 34 already exists at this location.

RECOMMENDATION:

Staff recommends approval of the Development Plat of Kings Fort Addition, Block A, Lots 6 and 7, with the following conditions:

1. Redefine the boundaries of this property to be in accordance with the previously-approved preliminary plat and the PD zoning and to avoid the creation of a leftover tract with no access. The property boundaries should run further west to the Enclave at Kings Fort tract, while the property's southern boundary should be shifted north to be more aligned with the northern boundary of the detention lot in Georgetown.
2. Revise the acreage, as may be necessary, per comment 1. Apply to the title block, plat, and owner's certificate.
3. Show the full-width and edge-to-centerline dimensions for the *right-of-way* for Kings Fort Parkway. The dimensions should be 40' from edge to centerline and 80' for the full width.
4. Revise the City approval block to the following:
APPROVED BY: Planning and Zoning Commission
City of Kaufman, Texas

By: _____
Chairman Date

APPROVED BY: City Council
City of Kaufman, Texas

By: _____
Mayor Date

Attest: _____
City Secretary Date

5. Update the ownership and deed information of the property to the west.
6. Make any additional revisions requested by the City Engineer.

ATTACHMENTS:

1. Location Map
2. Approved Preliminary Plat
3. Approved Development Plan
4. Development Plat of Kings Fort Addition, Block A, Lots 6 & 7

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

Location Map

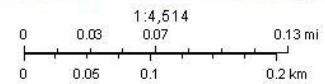
Kings Fort Addition, Block A, Lots 6 & 7



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Abstracts

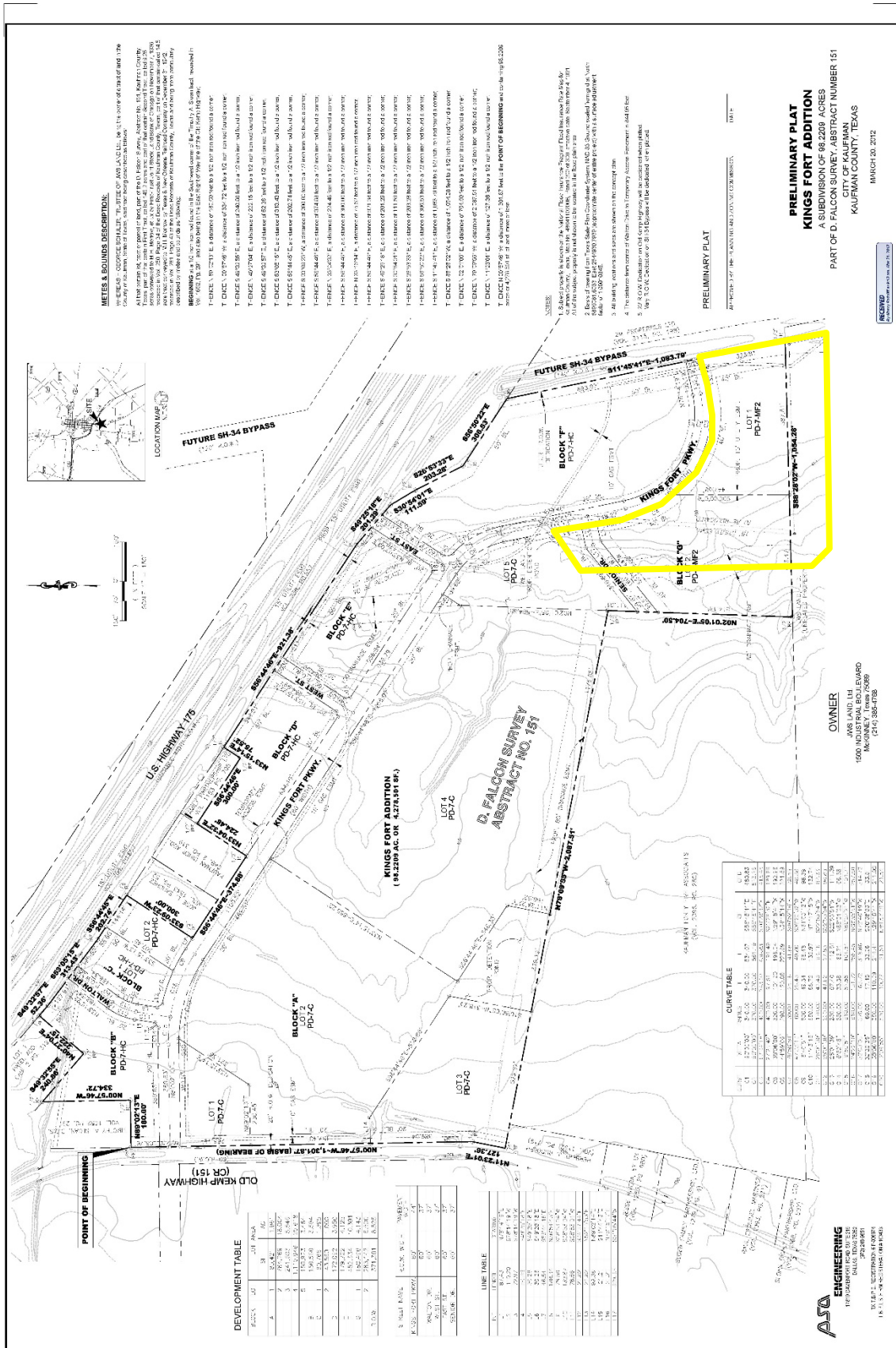
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Kauhan County Appraisal District, BIS Consulting - www.bisconsulting.com

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.

Approved Preliminary Plat

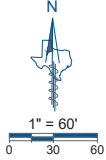
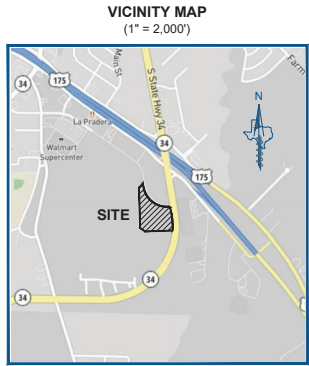


Approved Development Plan



g:\development services\1 planning & zoning\p&z reports\2022 pz reports\dp-02-22 kings fort block a lots 6 & 7 12-06-22\dp-02-22 p2r kings fort block a lots 6 & 7.docx





CURVE TABLE				
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING
C1	784.37'	540.00'	83°13'27"	S 53°20'56" E
C2	130.27'	1590.00'	4°41'39"	N 08°13'36" W
C3	198.12'	1590.00'	7°08'22"	N 02°31'29" W
C4	872.94'	1590.00'	31°27'24"	N 16°46'24" E

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 53°33'35" E	36.73'

CITY APPROVAL

APPROVED BY: Planning and Zoning Commission
City of Kaufman, Texas

By: _____ Date _____
Chairman

APPROVED BY: City Council
City of Kaufman, Texas

By: _____ Date _____
Mayor

ATTEST: _____ Date _____
City Secretary

- GENERAL NOTES**
- The purpose of this plat is to create two lots of record for conveyance purposes only. The property will need to undergo site planning, civil plan review, and final platting prior to the issuing of building permits.
 - This property is located in **Non-Shaded Zone "X"** as scaled from the F.E.M.A. Flood Insurance Rate Map dated July 3rd, 2012 and is located in Community Number 480407 as shown on Map Number 48257C0310D. The location of the Flood Zone is approximate. For additional information regarding Flood Zone designation, please contact 1-(877) FEMA MAP.
 - The grid coordinates shown on this survey are based on GPS observations utilizing the AllTerra RTKNET Cooperative network. NAD 83(2011) State Plane Coordinate System (Texas North Central Zone - 4202).
 - 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/or withholding of utilities and building permits.
 - The bearings shown on this survey are based on GPS observations utilizing the AllTerra RTK Network. North American Datum of 1983 (Adjustment Realization 2011).
 - Elevations shown on this survey are based on GPS observations utilizing the AllTerra RTK Network. North American Vertical Datum of 1988, (Geoid 12A).
 - This plat does not alter or remove existing deed restrictions, if any, on this property.

LEGEND		
○	Boundary Monumentation	POB Point of Beginning
CIRS	Capped Iron Rod Set	VOL. Volume
CIRF	Capped Iron Rod Found	PG. Page
IRF	Iron Rod Found	DOC. NO. Document Number
AMF	Aluminum TxDOT Monument Found	D.R.K.C.T. Deed Records, Kaufman County, Texas
POC	Point of Commencement	P.R.K.C.T. Plat Records, Kaufman County, Texas
Ⓜ	Electric Box	Ⓜ Cable Vault
Ⓜ	Electric Vault	Ⓜ Buried Cable Sign
Ⓜ	Light Pole	Ⓜ Water Meter
Ⓜ	Buried Gas Utility Sign	Ⓜ Water Valve
Ⓜ	Sanitary Manhole	Ⓜ Fire Hydrant
Ⓜ	Storm Drain Manhole	Ⓜ Sign (Other)

JOB NUMBER
2202.061-03
DATE
12/08/2022
REVISION
DRAWN BY
BE



Eagle Surveying, LLC
222 South Elm Street
Suite: 200
Denton, TX 76201
940.222.3009
www.eaglesurveying.com
TX Firm # 10194177

SURVEYOR
Eagle Surveying, LLC
Contact: Brad Eubanks
brad@eaglesurveying.com
Suite 225
222 S. Elm Street, Suite: 200
Denton, TX 76201
(940) 222-3009

OWNER
JWS Land, Ltd.
Contact: Jim Meara
jim@meara.net
1500 East Industrial Boulevard
Suite 225
McKinney, TX 75069
(214) 808-5958

OWNER'S CERTIFICATE

WHEREAS JWS LAND, LTD. is the owner of an 11.56 acre tract of land out of the Dionision Falcon Survey, Abstract Number 151, situated in the City of Kaufman, Kaufman County, Texas, being a portion of a called Tract 1 - 242.860 acre tract of land conveyed to JWS Land, Ltd., by deed of record in Volume 4238, Page 325 of the Deed Records of Kaufman County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING, at a 1/2 inch iron rod with yellow plastic cap stamped "DAA" found in the curving Northwest right-of-way line of State Highway 34 (right-of-way varies), being the common Northwest line of a called Parcel 7A - 11.9472 acre tract of land conveyed to The State of Texas by deed of record in Volume 4503, Page 385 of the Deed Records of Kaufman County, Texas, and being the Southeast corner of a called 85.500 acre tract of land conveyed to Georgetown KF, Ltd., by deed of record in Volume 5852, Page 104 of said Deed Records;

THENCE, along the curving Northwest right-of-way line of State Highway 34 and the common Northwest line of said 11.9472 acre tract, along a curve to the left, having a radius of 1590.00 feet, a chord bearing of N16°46'24"E, a chord length of 862.02 feet, a delta angle of 31°27'24", an arc length of 872.94 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set for the **POINT OF BEGINNING**,

THENCE, S88°27'44"W, leaving the Northwest right-of-way line of State Highway 34 and the common Northwest line of said 11.9472 acre tract, over and across said 242.860 acre tract, a distance of 730.87 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set in the northeasterly line of said 85.500 acre tract;

THENCE, N30°52'47"W, along the northeasterly line of said 85.500 acre tract, a distance of 137.65 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set;

THENCE, over and across said 242.860 acre tract, following two (2) courses and distances:

- N02°02'11"W, a distance of 828.64 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set;
- N45°00'53"E, a distance of 130.23 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set in the Southwest right-of-way line of Kings Fort Parkway (80-foot right-of-way of record in Kings Fort Parkway-Phase 3, Center Drive & Meara Drive, of record in Volume 5346, Page 58 of the Plat Records of Kaufman County, Texas);

THENCE, along the Southwest right-of-way line of Kings Fort Parkway, the following two (2) courses and distances:

- S11°44'13"E, a distance of 92.84 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the beginning of a tangent curve to the left;
- Along said tangent curve to the left, having a radius of 540.00 feet, a chord bearing of S53°20'56"E, a chord length of 717.21 feet, a delta angle of 83°13'27", an arc length of 784.37 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set;
- S53°33'35"E, a distance of 36.73 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the intersection of the south right-of-way line of said Kings Fort Parkway and east right-of-way line of said State Highway 34, being the common west line of a called Parcel 7B - 1.1548 acre tract conveyed to The State Of Texas by deed of record in Volume 4503, Page 351 of said Deed Records;

THENCE, along the West right-of-way line of State Highway 34, being in part, the common West line of said Parcel 7B, and in part, the common West line of said Parcel 7A, the following three (3) courses and distances:

- S10°40'29"E, a distance of 153.82 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set;
- Along said non-tangent curve to the right, having a radius of 1590.00 feet, a chord bearing of S08°13'36"E, a chord length of 130.23 feet, a delta angle of 04°41'39", an arc length of 130.27 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the beginning of a compound curve to the right;
- Along said compound curve to the right, having a radius of 1590.00 feet, a chord bearing of S02°31'29"E, a chord length of 198.00 feet, a delta angle of 07°8'22", passing at an arc length of 78.77 feet an aluminum TxDOT monument found at the common West corner of said Parcel 7B and said Parcel 7A, and continuing a total arc length of 198.12 feet to the **POINT OF BEGINNING**, and containing an area of 11.56 acres (503,315 square feet) of land, more or less.

OWNER'S DEDICATION

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT JWS LAND, LTD., acting by and through the undersigned, its duly authorized officer, does hereby adopt this plat, designating herein described property as **KINGS FORT ADDITION**, an addition to the City of Kaufman, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets, alleys and easements 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.

OWNER: JWS LAND, LTD.

BY: _____ Date _____
Signature

PRINTED NAME & TITLE: _____

STATE OF TEXAS \$
COUNTY OF KAUFMAN \$

BEFORE ME, the undersigned authority, on this day personally appeared _____, 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 purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF THE OFFICE this _____ day of _____, 20____.

Notary Public in and for the State of Texas

CERTIFICATE OF SURVEYOR

STATE OF TEXAS \$
COUNTY OF KAUFMAN \$

I, **MATTHEW RAABE**, Registered Professional Land Surveyor, do hereby certify that this plat was prepared from an actual survey made on the ground and that the monuments shown hereon were found or placed with 1/2-inch iron rods with green plastic caps stamped "EAGLE SURVEYING" under my direction and supervision in accordance with the current provisions of the Texas Administrative Code and the Ordinances of the City of Kaufman, Kaufman County, Texas.

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

Matthew Raabe, R.P.L.S. # 6402 _____ Date _____

STATE OF TEXAS \$
COUNTY OF DENTON \$

BEFORE ME, the undersigned authority, on this day personally appeared **MATTHEW RAABE**, 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 purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF THE OFFICE this _____ day of _____, 20____.

Notary Public in and for the State of Texas

DEVELOPMENT PLAT
KINGS FORT ADDITION
LOTS 6 & 7, BLOCK A
BEING 11.56 ACRES OF LAND SITUATED IN THE
D. FALCON SURVEY, ABSTRACT NO. 151
CITY OF KAUFMAN
KAUFMAN COUNTY, TEXAS
2 LOTS
DECEMBER 8, 2022



Meeting
Date: 12/19/2022

Date: 12/09/2022

Item #: 13.

Dept.: Development
Services

PZ Item

SUBJECT:

Consider and take appropriate action on the **Final Plat of La Vega Ranch**, being a tract of land containing 92.72 acres out of the T. Lowrie Survey, Abstract No. 285, City of Kaufman ETJ, Kaufman County, TX, said property being located at 2075 CR 4104, Crandall, TX (Property ID 208804, 213296, 198586, 213262, 209865, 209789, 209823, 213286, 213299, and 208803). The final plat is for 10 residential lots and 1 private road lot. (Case No. FP-13-22)

BACKGROUND:

See the attached December 6, 2022 Planning and Zoning Commission Report.

Author:

Andrew Bogda, Director of Development Services

Reviewed:

Mike Slye, City Manager

Cost:

Funds Available:

Source:

Recommendation: On December 6, 2022, the Planning and Zoning Commission considered the item and recommended approval, by a vote of 6-0, of the Final Plat of La Vega Ranch.

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



Planning and Zoning Commission Report

Meeting Date: December 6, 2022

SUBJECT: Consider and make a recommendation to City Council on the **Final Plat of La Vega Ranch**, being a tract of land containing 92.72 acres out of the T. Lowrie Survey, Abstract No. 285, City of Kaufman ETJ, Kaufman County, TX, said property being located at 2075 CR 4104, Crandall, TX (Property ID 208804, 213296, 198586, 213262, 209865, 209789, 209823, 213286, 213299, and 208803). The final plat is for 10 residential lots and 1 private road lot. (Case No. FP-13-22)

SUMMARY:

The subject property includes 92.72 acres for the development of 10 residential lots and 1 private road lot. The property is located on the southeast side of County Road 4104, just under a mile south of US 175, in the Kaufman ETJ.

Each of the residential lots is at least 5 acres in size, with four of the lots between 5 – 6 acres and six of the lots greater than 9 acres. Each lot fronts on a private road, La Vega Road, which provides access to County Road 4104. Lots 4 and 5 are partially located in a flood plain; the portions located in the flood plain have been designated as drainage easements. In addition, a 60' drainage easement runs along the rear of Lots 2B and 3, while smaller drainage easements traverse the boundaries of the other lots. Water and electric easements are located along the frontages of the lots.

The preliminary plat for La Vega Ranch was conditionally approved with variances in December 2021. The variances related to cul-de-sac length, points of access, sidewalks, utility services, and private street subdivision criteria. The conditions included that in exchange for the use of asphalt paving, the road serving the lots (La Vega Road) would need to be made private and gated. In addition, to control future subdivision of the lots, a condition was added requiring a minimum lot size of 2.5 acres. The conditions of approval were memorialized in a development agreement approved in May 2022. The final plat conforms to the preliminary plat, the variances approved with the preliminary plat, and the conditions stated in the development agreement.

THOROUGHFARE PLAN:

The subject property is located on the southeast side of County Road 4104, which is classified as a collector road (Type C; 2 – 3 lanes), with an ultimate right-of-way of 80' – 100'. A 50' right-of-way dedication has been provided with this plat to ensure half of the ultimate right-of-way is provided along this side of the road. La Vega Road is situated within a 50'-wide private lot, with a 24'-wide paved section to meet the requirements for fire access.

RECOMMENDATION:

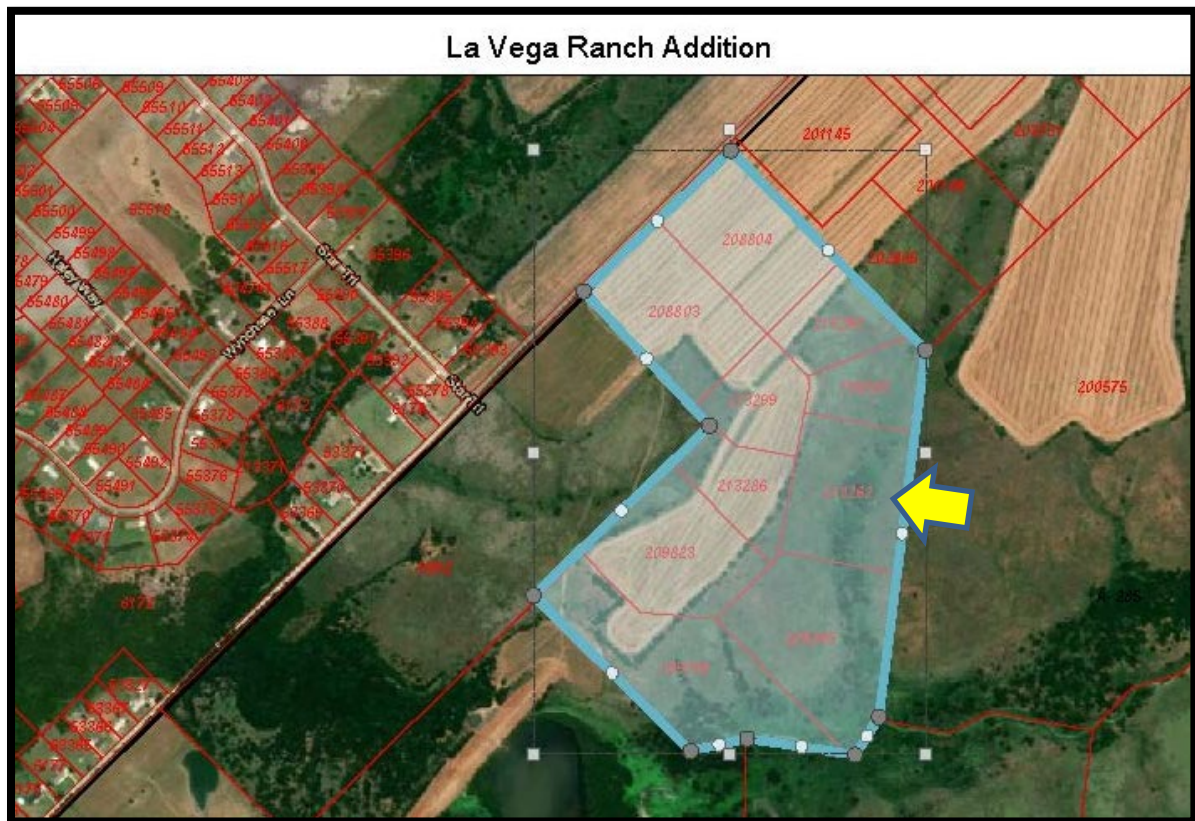
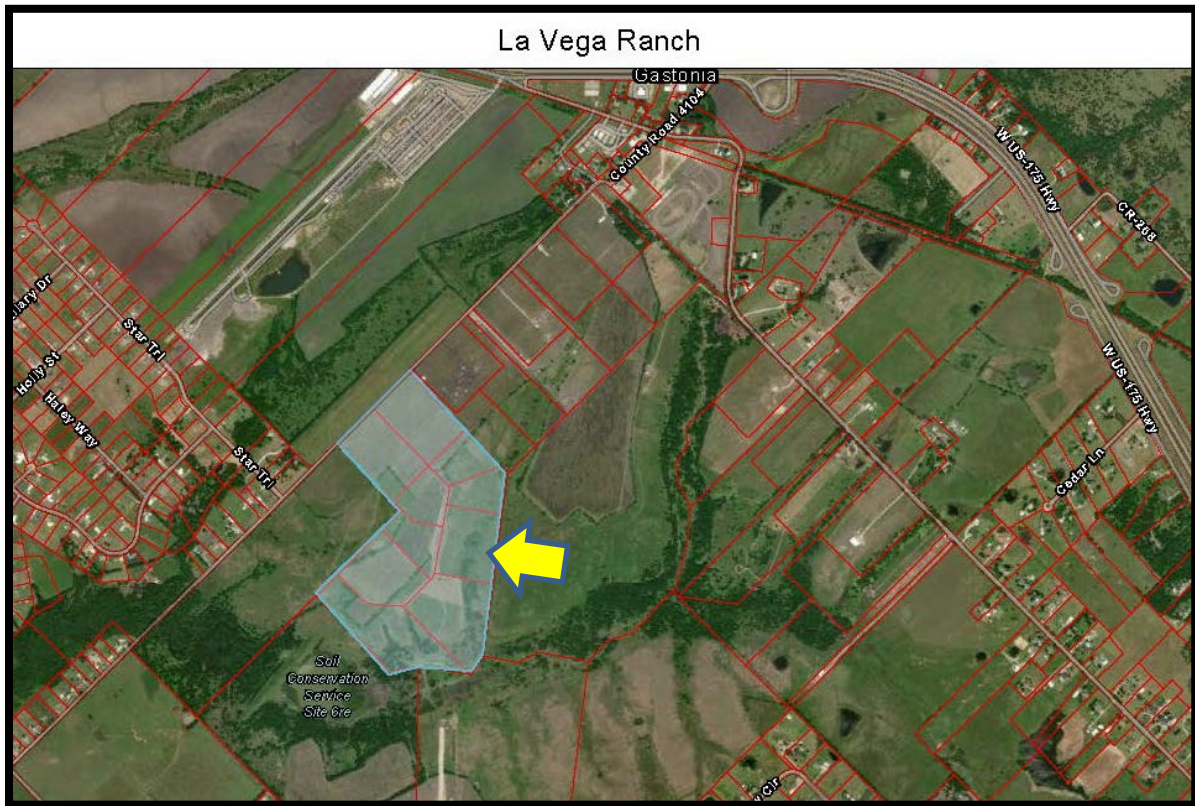
Staff recommends approval of the Final Plat of La Vega Ranch.

ATTACHMENTS:

1. Location Map
2. Approved Preliminary Plat of La Vega Ranch
3. Approved Land Study of La Vega Ranch
4. Final Plat of La Vega Ranch

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

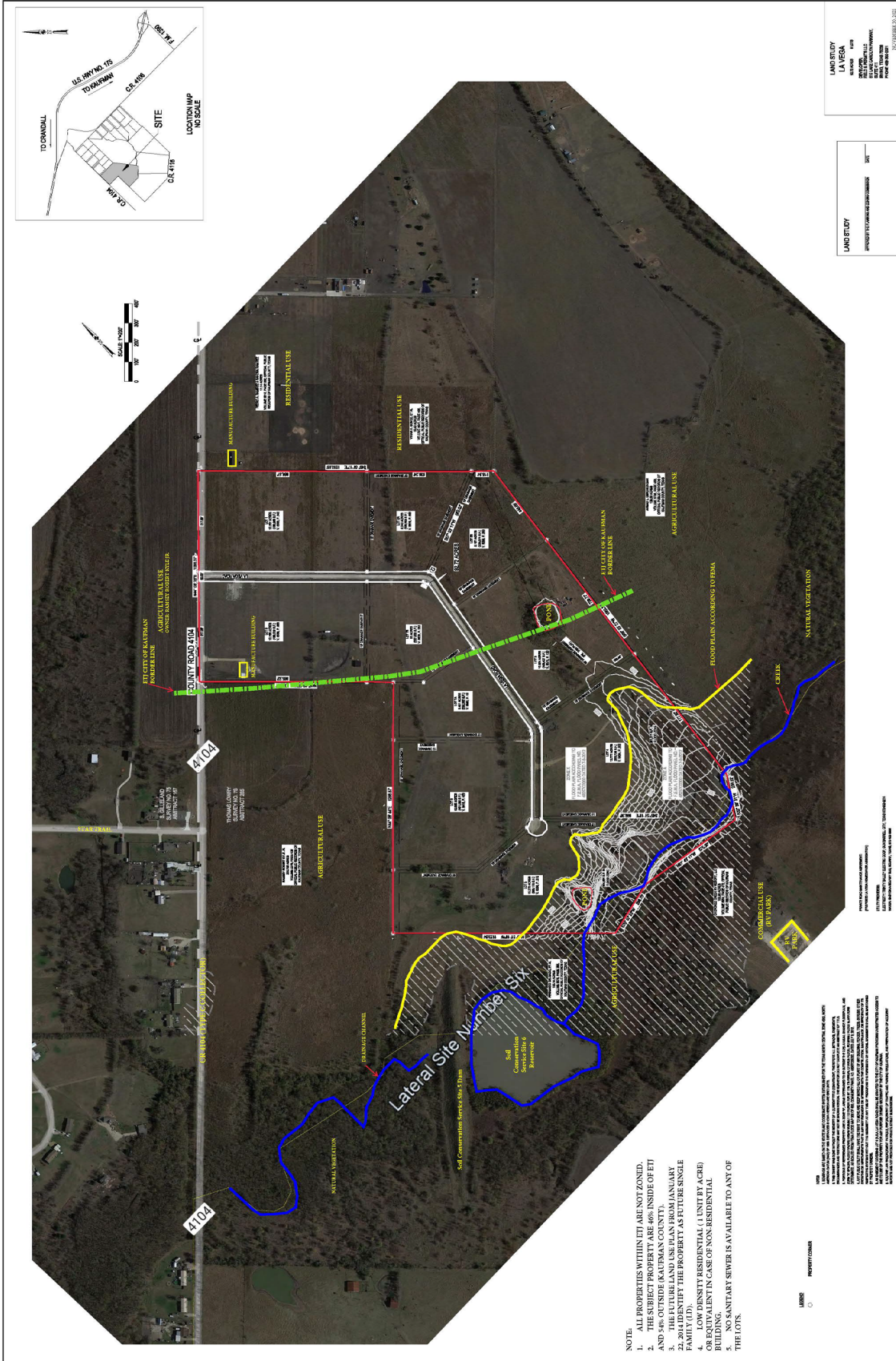
Location Map



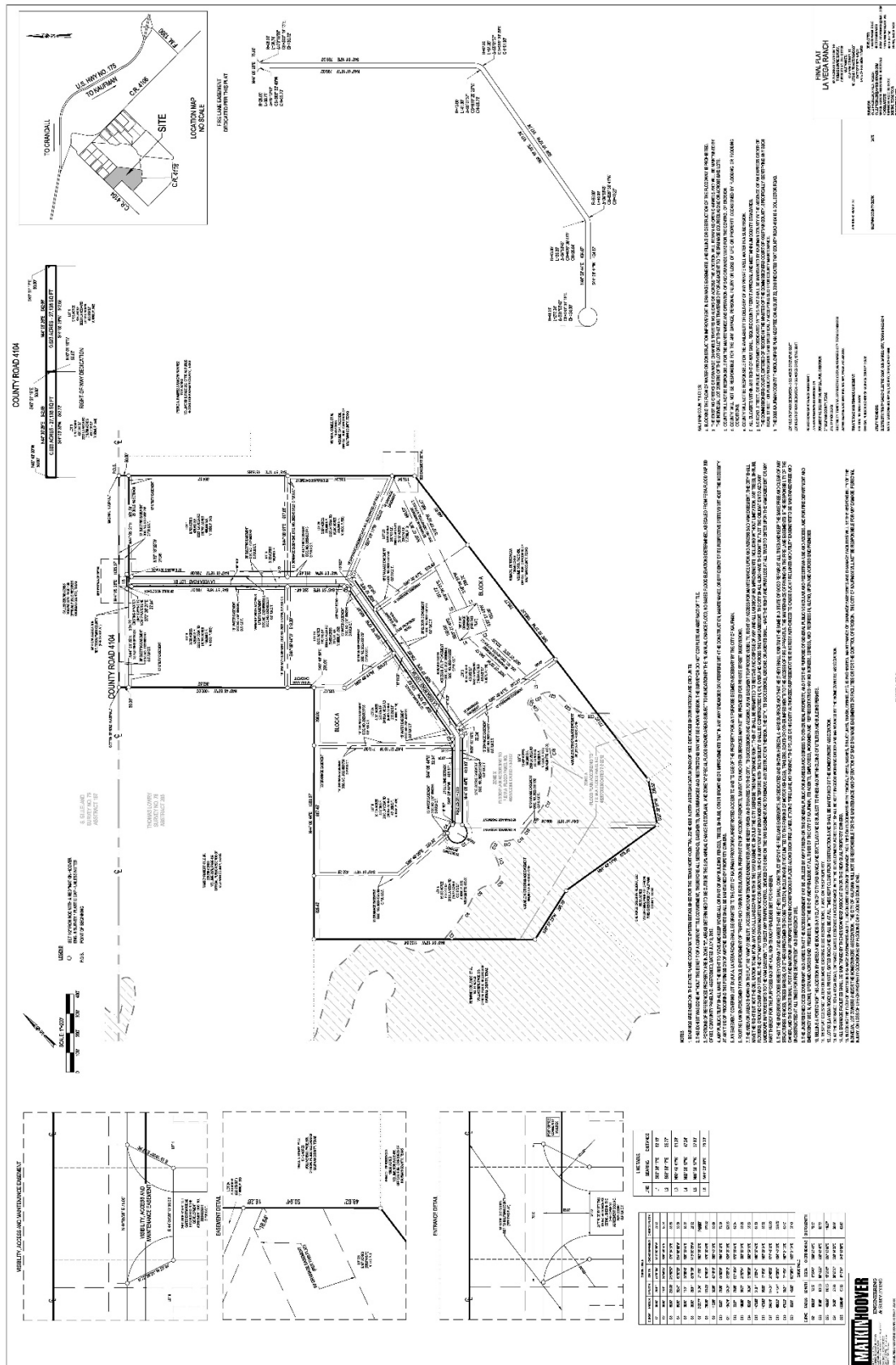
Approved Preliminary Plat of La Vega Ranch



Approved Land Study of La Vega Ranch



g:\development services\1 planning & zoning\p&z reports\2022 pz reports\fp-13-22 la vega ranch\fp-13-22 pzs la vega ranch.docx



[illegible]



Meeting
Date: 12/19/2022

Date: 12/09/2022

Item #: 14.

Dept.: Development
Services

PZ Item

SUBJECT:

Consider and take appropriate action on the **Site Plan for 3020 E. Highway 175**, situated on 1.00 acre out of the D. Falcon Survey, Abstract No. 151, City of Kaufman, said property being located at 3020 E. U.S. Highway 175 (Property ID 5521). The property is zoned HC Highway Commercial District. (Case No. SP-03-22)

BACKGROUND:

See the attached December 6, 2022 Planning and Zoning Commission Report.

Author:

Andrew Bogda, Director of Development Services

Reviewed:

Mike Slye, City Manager

Cost:

Funds Available:

Source:

Recommendation: On December 6, 2022, the Planning and Zoning Commission considered the item and recommended approval, by a vote of 6-0, of the Site Plan for 3020 E Highway 175 (Property ID 5521) with the requested variances as noted in the staff report relating to the minimum side yard setback, minimum rear yard setback, the landscaping requirements, the screening requirements, and the off-street parking requirements, with the condition that within two years of site plan approval, a 24'-wide concrete fire lane meeting City requirements be installed to serve the property.

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



Planning and Zoning Commission Report

Meeting Date: December 6, 2022

SUBJECT: Consider and make a recommendation to City Council on the **Site Plan for 3020 Highway 175**, situated on 1.00 acre out of the D. Falcon Survey, Abstract No. 151, City of Kaufman, said property being located at 3020 E. U.S. Highway 175 (Property ID 5521). The property is zoned HC Highway Commercial District. (Case No. SP-03-22)

BACKGROUND/SUMMARY:

The subject property includes 1 acre located at 3020 E. US 175. The property is zoned HC Highway Commercial District and is currently improved with two buildings, one of which was previously home to Don Nation Taxidermy & Sporting Goods and the other of which was previously home to Precious Pups Grooming Salon. There are also a series of vacant storage buildings along the west and south sides of the property.

The applicant, the owner of the adjacent Clear Film Printing business at 3000 E. US 175, is requesting a site plan for the purposes of expanding one of the buildings to accommodate a printing press to support the expansion of the printing business.

A site plan has been prepared showing the existing 4,316 sq. ft. building previously home to the taxidermy business to be expanded with a 1,080 sq. ft. addition to the north. In addition, the 1,800 sq. ft. business previously home to the grooming salon will remain. All of the storage buildings along the west and south sides of the property will be removed.

The elevations show a metal building with rolling garage doors that is 18' in height. The awnings across the front façade of the building are proposed to remain.

To improve access, new concrete driveways will be poured on the north and east sides of the addition to provide better access from the new addition to the existing gravel lots. In order to accommodate cross access between 3000 US 175 and 3020 US 175, a cross access easement will need to be approved and recorded.

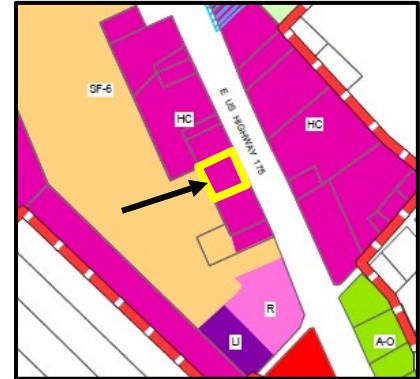
Due to the costs relative to the small scope of the addition, the applicant does not plan to improve the gravel parking lot, sections of non-conforming screening adjacent to the residential zoning district (chain-link fence), or the landscaping at this time. They are also requesting that any nonconforming setbacks be allowed to remain. As such, the applicant is requesting the following variances to the Zoning Ordinance as part of this application:

- Section 28.4.B.2 Minimum Side Yard – 25 feet required; providing 6.7 feet
- Section 28.4.B.3 Minimum Rear Yard – 25 feet required; providing 12.6 feet
- Section 35 Off-Street Parking and Loading Requirements – requesting lack of defined parking spaces on existing gravel lot to remain, lack of a fire lane, and lack of concrete paving

- Section 36 Landscape Requirements – requesting existing non-conforming landscaping to remain as-is, with no new plantings for buffer yards, to screen parking lots, etc.
- Section 38.3 Screening of Nonresidential, Multi-Family Residential, and Manufactured Home Parks – requesting existing chain-link fence to remain around the property without improvement to a solid masonry screening wall or wood fence adjacent to the residential zoning district

SURROUNDING ZONING AND EXISTING LAND USES:

	Zoning	Existing Land Use
North:	HC	Printing Shop
South:	HC	Single-Family Residence
East:	US 175	Highway
West:	SF-6	Vacant land



COMPREHENSIVE PLAN:

Land Use Plan:

The 2014 Future Land Use Plan designated the land use of the subject property as Future Commercial. The proposed site plan to accommodate the expansion of a commercial business is compatible with the 2014 Future Land Use Plan designation.

Thoroughfare Plan:

The Thoroughfare Plan designates East Highway 175 as a “Type AA”, Major Regional Arterial, requiring a future right-of-way width of 240 feet. Any additional necessary right-of-way dedication is done during the platting process (if required).

RECOMMENDATION:

Staff recommends approval of the Site Plan for 3020 E. US Highway 175 to accommodate the expansion of an existing building and the removal of the storage buildings, but defers to the Planning and Zoning Commission and City Council as it relates to the requested variances to allow the non-conforming setbacks, parking and loading, landscaping, and screening to remain as-is.

ATTACHMENTS:

1. Location Map
2. Site Plan
3. Floor Plan
4. Elevations
5. Drainage and Landscape Plan

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

Location Map

3020 E US 175



12/2/2022, 3:49:57 PM

Abstracts

Parcels

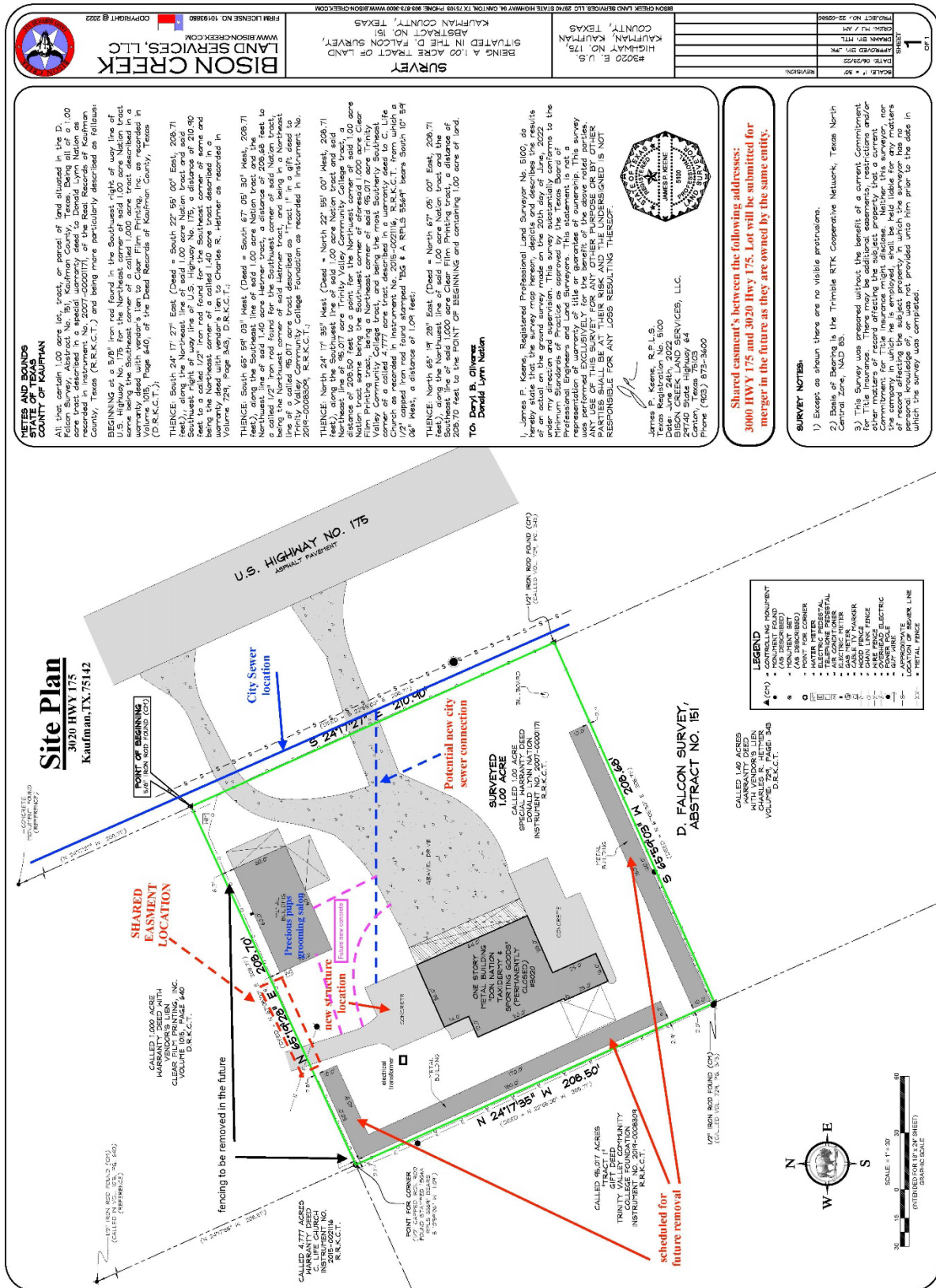
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Mapbox, Microsoft, Esri, Community Maps Contributors, Baylor University, Texas A&M, OpenStreetMap, Microsoft, CONANP, Esri, HERE,

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

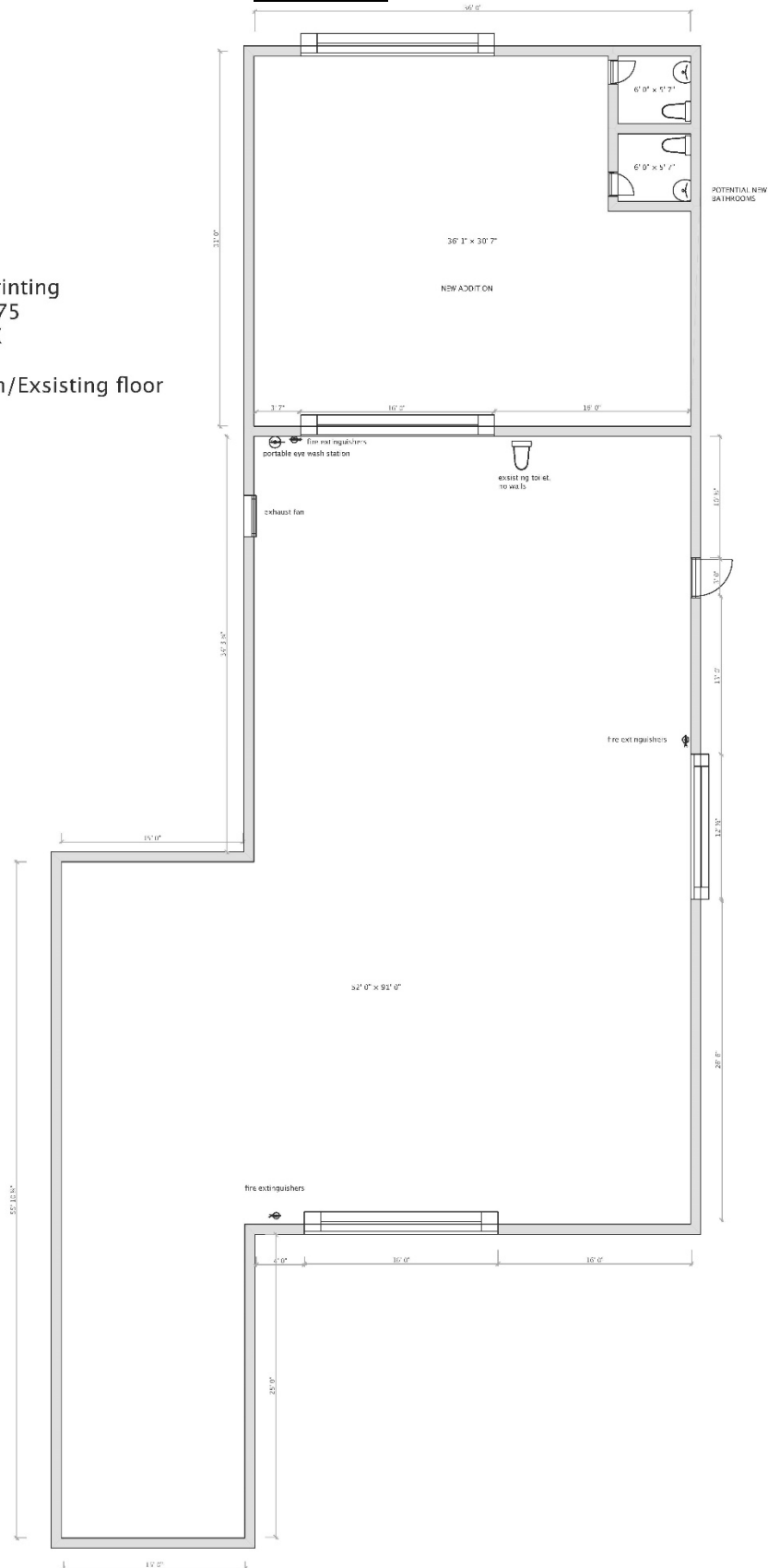
Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of boundaries.

Site Plan

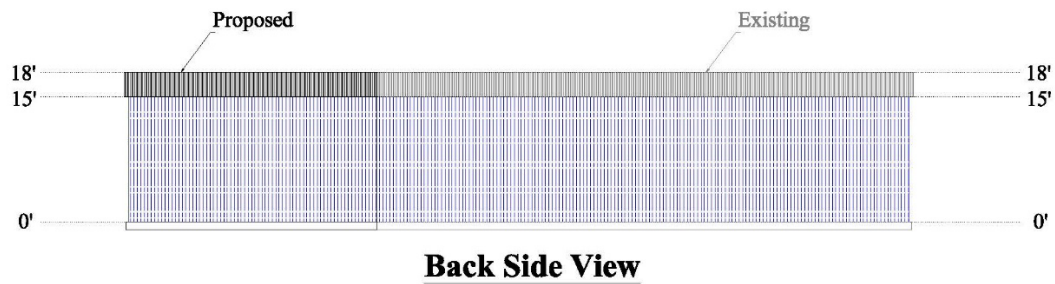
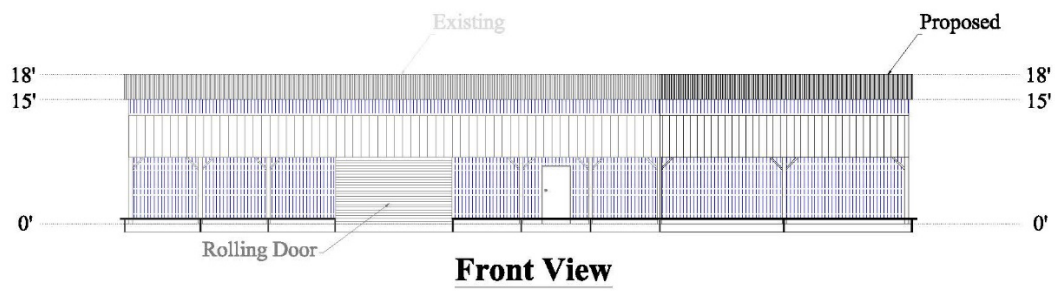
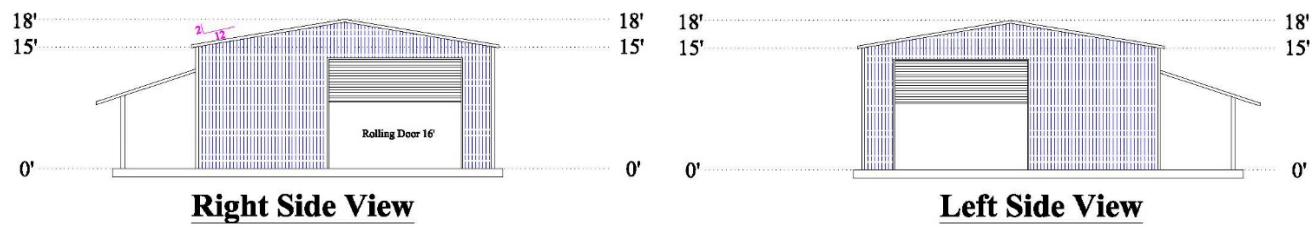


36' 0"

New addition/Exsisting floor plans



Elevations



Page 171 of 240



Meeting
Date: 12/19/2022

Date: 12/12/2022

Item #: 15.

Dept.: Administration

Action Item

SUBJECT:

Consider and take appropriate action on an agreement between the City of Kaufman and Pacheco Koch Consulting Engineers, LLC for the Recreational Trail Grant Application Project; and authorize the Mayor or his designee to execute necessary documents.

BACKGROUND:

CM has asked the firm Pacheco Koch Engineering who created the city's Master Hike/Bike Trail to take lead in submitting a Texas Park & Wildlife Hike & Bike Trail grant. This action would be to approve the agreement w/Pacheco Koch for \$6,500 flat fee for the submission of this grant application.

Author:
Mike Slye, City Manager

Reviewed:
Mike Slye, City Manager

Cost:

Funds Available:

Source:

Recommendation: Staff recommends approval of an agreement between the City of Kaufman and Pacheco Koch Consulting Engineers, LLC for the Recreational Trail Grant Application Project

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

December 12, 2022
PK No.: 0100

Mr. Michael Slye
City Manager
CITY OF KAUFMAN
209 South Washington Street
Kaufman, Texas 75142

Re: Professional Civil Engineering, Land Surveying & Landscape Architecture Services
CITY OF KAUFMAN - RECREATIONAL TRAIL GRANT APPLICATION
Kaufman, Kaufman County, Texas

Dear Mr. Slye:

Pacheco Koch Consulting Engineers, LLC, a Westwood Company, is pleased to submit this proposal to provide professional civil engineering, land surveying and landscape architecture services relating to the referenced project. It is our understanding the project consists of assisting the City of Kaufman in completing a grant submission application for the 2023 Texas Parks and Wildlife Call for Applications (Recreational Trail Grants).

Based on our preliminary discussions and the information received to date, our perception of the project is described in the attached documents:

- General Conditions of Agreement;
- Exhibit A – Scope of Services;
- Exhibit B – Compensation and Method of Payment; and
- Exhibit C – Insurance

Pacheco Koch Consulting Engineers, LLC, a Westwood Company, is pleased to have this opportunity to submit this proposal and look forward to working with you on this project. If the proposed agreement is acceptable to you as presented, please execute one copy of the agreement form and return one original copy to our office. If you have any questions or would like any additional information, please do not hesitate to call us at your convenience.

Sincerely,



Wade C. Peterson, P.L.A., LEED®AP

AMD/jmc

General Conditions of Agreement

Pacheco Koch Consulting Engineers, LLC

This document, together with the attached **Scope of Work and Fee Proposal (“Proposal”)** for the **City of Kaufman – Recreational Trail Grant Application Project** dated **December 12, 2022** (the “Project”), is an agreement (the “Agreement”) between **the City of Kaufman (“Client”)**, located at 209 South Washington Street, Kaufman, Texas 75142 and **Pacheco Koch Consulting Engineers, LLC, a Westwood Company**, (“Pacheco Koch”), located at **7557 Rambler Road, Suite 1400, Dallas, Texas 75231**.

1.01 Basic Agreement

Pacheco Koch shall provide, or cause to be provided, the services set forth in this Agreement and as described in the accompanying Scope of Services and Compensation exhibits (the “Services”) and shall provide drawings, specifications, plans, work product, and any deliverables as described in this Agreement and the Proposal (the “Deliverables”). Pacheco Koch may engage consultants to assist in the performance of the Services.

2.01 Scope of Services

Pacheco Koch shall perform the Professional Consultant services (hereinafter referred to as the “Services”) for the Project as set forth in Exhibit “A” (the “Scope of Services”), which is attached and made a part hereof, in accordance with the terms of this Agreement. All designs, drawings, specifications, documents, and other work products of Pacheco Koch, whether in hard copy or in electronic form, are Instruments of Service for this Project, whether the Project is completed or not. Reuse, change, or alteration by Client or by others acting through or on behalf of Client of any such Instruments of Service without the written permission of Pacheco Koch will be at Client's sole risk.

3.01 Payment Procedures

Pacheco Koch shall be compensated by payment of fees as set forth in Exhibit B (the “Compensation and Method of Payment”) which is attached and incorporated herein including any subsequent amendments thereto.

Preparation of Invoices. Pacheco Koch will prepare a monthly invoice in accordance with Pacheco Koch's standard invoicing practices and submit the invoice to Client.

Payment of Invoices. Invoices are due and payable within thirty (30) days of receipt. If Client fails to make any payment due Pacheco Koch for Services and expenses within thirty (30) days after the date of Pacheco Koch's invoice, Pacheco Koch may, without liability, after giving seven (7) days written notice to Client, suspend Services under this Agreement until Pacheco Koch has been paid in full all amounts due for Services, expenses, and other related charges. Pacheco Koch has the right to employ such persons or professional service providers on a consultant basis to mitigate its damages.

Client shall provide written notification to Koch within fifteen (15) days of receipt of the invoice should Client object to all or any part of charges appearing on the invoice. Such written notice shall set forth, at a minimum, the specific portion of the invoice disputed, the amount disputed, and the alleged factual and legal basis for the dispute. The portion of the invoice not in dispute shall be paid by Client within thirty (30) days receipt of said invoice.

Payment for Services. Client shall pay Pacheco Koch as follows:

- A. If the work is agreed to on an hourly basis, an amount equal to the cumulative hours charged to the Project by each of Pacheco Koch's employees multiplied by the hourly rates for each employee for all services performed on the Project, plus reimbursable expenses and Pacheco Koch's consultant's charges, if any.
- B. If work is agreed to on a lump sum basis, invoice amounts shall be an amount equal to the percent of each task's completion multiplied by the lump sum of the task, plus reimbursable expenses and Pacheco Koch's consultant's charges, if any.

4.01 Additional Services

If authorized by Client in writing, or if required because of changes in the Project, Pacheco Koch may furnish services in addition to those set forth in the Scope of Work and Fee Proposal.

Client shall pay Pacheco Koch for such additional services an amount equal to the cumulative hours charged to the Project by each class of Pacheco Koch's employees multiplied by the rates for each applicable billing class, plus reimbursable expenses and Pacheco Koch's consultants' charges, if any.

5.01 Termination

This Agreement may be terminated for cause:

- A. By either party upon thirty (30) days written notice in the event of failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Notwithstanding the foregoing, this Agreement will not terminate as a result of a failure to perform in accordance with the Agreement if the party receiving a notice of failure to perform begins within seven (7) days of receipt of such notice to correct its failure and proceeds diligently to cure such failure within thirty (30) days of receipt of notice; provided, however, that if and to the extent such failure cannot be reasonably cured within such thirty (30) day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, sixty (60) days after the date of receipt of the notice.
- B. By Pacheco Koch:
 - 1) Upon seven (7) days written notice if Pacheco Koch believes that Pacheco Koch is being requested by Client to furnish or perform services contrary to Pacheco Koch's responsibilities as a licensed professional; or
 - 2) Upon seven (7) days written notice if Pacheco Koch's Services for the Project are delayed or suspended for more than ninety (90) days for reasons beyond Pacheco Koch's control.

Pacheco Koch shall have no liability to Client as a result of such termination in this paragraph.

The terminating party under paragraphs 5.01.A or 5.01.B, may set the effective date of termination at a time up to thirty (30) days later than otherwise provided to allow Pacheco Koch to demobilize personnel and equipment from the Project site to complete tasks providing value which would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files. Pacheco Koch shall be compensated for the time required to complete such tasks.

6.01 Successors, Assigns, and Beneficiaries

Client and Pacheco Koch are each hereby bound, and the partners, successors, executors, administrators, and legal representatives of Client and Pacheco Koch are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither Client nor Pacheco Koch may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or required by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

- A. The standard of care for all professional consulting and related services performed or furnished by Pacheco Koch under this Agreement will be the care and skill ordinarily used by members of Pacheco Koch's profession practicing under similar circumstances at the same time and in the same locality. Except as expressly set forth in Paragraph 6.01B, Pacheco Koch makes no warranties, express or implied, under this Agreement or otherwise, in connection with Pacheco Koch's Services and Deliverables. Pacheco Koch and its consultants may use or rely upon the design services of Client and others, including, but not limited to, contractors, manufacturers, and suppliers.
- B. If Client notifies Pacheco Koch of a deficiency, or if Pacheco Koch determines there is a deficiency, within sixty (60) days after delivery of a Deliverable to Client, as Client's sole and exclusive remedy, Pacheco Koch shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in Client-furnished information.
- C. Client shall be responsible for, and Pacheco Koch may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Client to Pacheco Koch pursuant to this Agreement. Pacheco Koch may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.
- D. Pacheco Koch neither guarantees the performance of any third party, including contractors, using the Deliverables or Services nor assumes responsibility for any third party's failure to furnish and perform any work that uses the Deliverables or Services.
- E. Pacheco Koch shall not be responsible for the acts or omissions of any contractor(s), subcontractor(s) or supplier(s), or of any of the contractor's agents or employees or any other persons (except Pacheco Koch's own employees) furnishing or performing any of the contractor's work; or for any decision made on interpretations or clarifications of Deliverables without consultation and advice of Pacheco Koch.
- F. It is understood and agreed that if Pacheco Koch's services under this Agreement do not include construction phase services, and that such services will be provided by Client, then Client assumes all responsibility for interpretation of Deliverables and for construction observation or review and waives any claims against Pacheco Koch that may be in any way connected thereto.

- G. Pacheco Koch shall be the owner of all right, title, and interest in and to any and all Deliverables, together with any and all related rights of copyright, patent, trade secret, trademark and service mark, and all other proprietary rights of any kind whatsoever. Subject to the provisions herein and upon Pacheco Koch's receipt of full payment therefore, Pacheco Koch hereby grants to Client, and Client accepts: (i) a nonexclusive, nontransferable, without the right to sublicense, royalty-free license to use the Deliverables for the sole purpose of constructing the Project; and (ii) the right to reproduce applicable portions of the Deliverables for Client's contractors, consultants, and suppliers solely for use in construction of the Project, provided Client reproduces on such copies the copyright notice and other proprietary legends that were on the original Deliverable. Deliverables are not intended or represented to be suitable and are not licensed to Client for reuse by Client or others on extensions of the Project or on any other project. Upon termination of this Agreement by Pacheco Koch pursuant to paragraph 4.01, the license granted herein shall terminate. Any unauthorized use of the Deliverables will be at Client's sole risk and without liability to Pacheco Koch or to Pacheco Koch's consultants.
- H. This Agreement is to be governed by the laws of the State in which the Project is located.
- I. All express indemnifications or limitations of liability included in this Agreement will survive its completion or termination for any reason.
- J. Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon Client and Pacheco Koch.
- K. Nothing contained herein shall be construed to mean that Pacheco Koch and Client are engaging in a joint venture or partnership.
- L. Pacheco Koch shall maintain insurances during the term of this Agreement as indicated in the attached **Exhibit C** to this Agreement.
- M. If either party hereto shall commence any action or proceeding against the other in connection with the terms, conditions, or obligations under this Agreement, the prevailing party shall be entitled to recovery of its reasonable attorney's fees and costs incurred herein.
- N. In the event the terms of these General Conditions conflict with the Proposal or other contract documents, these General Conditions shall control.

8.01 Hazardous Environmental Conditions

The parties acknowledge this Agreement does not include any services related to a Hazardous Environmental Condition. Such conditions include, but are not limited to the presence of asbestos, PCB's, petroleum, hazardous substances or waste, and radioactive materials. If Pacheco Koch or any other party encounters a Hazardous Environmental Condition, Pacheco Koch may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until Client: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the site is in full compliance with applicable Laws and Regulations.

9.01 Allocation of Risks

- A. To the fullest extent permitted by law, Pacheco Koch shall indemnify and hold harmless Client, Client's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and reasonable charges of consultants, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent caused in whole or in part by the negligent acts or omissions, intentional tort or failure to pay a subconsultant of Pacheco Koch or Pacheco Koch's officers, directors, partners, employees, and Pacheco Koch's consultants in the performance and furnishing of Pacheco Koch's services under this Agreement.
- B. To the fullest extent permitted by the laws of the State of Texas, Client shall indemnify and hold harmless Pacheco Koch, Pacheco Koch's officers, directors, partners, employees, and Pacheco Koch's consultants from and against any and all claims, demands, costs, losses, and damages (including but not limited to all fees and charges of consultants, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) and liabilities that Pacheco Koch may incur or suffer which arise out of or relate to: (i) the negligent acts or omissions of Client or Client's officers, directors, partners, employees, and Client's consultants with respect to this Agreement or the Project; and (ii) Client's breach of or failure to perform any of its obligations of this Agreement or a Proposal.
- C. To the fullest extent permitted by laws of the State of Texas, and to the extent a claimant is not otherwise barred from recovery, Pacheco Koch's total liability to Client and anyone claiming by, through, or under Client for any cost, loss, or damages shall not exceed Pacheco Koch's respective percentage of responsibility for such cost, loss, or damage. Pacheco Koch shall not be liable for any incidental, consequential, indirect, or punitive damages arising out of this Agreement or Pacheco Koch's provision of the Services or the Deliverables, even if Pacheco Koch has been advised of the possibilities of such damages. In no event shall Pacheco Koch's total liability in connection with this Agreement exceed the amounts paid by Client to Pacheco Koch under this Agreement.

10.1 Force Majeure

An event of "Force Majeure" occurs when an event beyond the control of the Party claiming Force Majeure prevents such Party from fulfilling its obligations. An event of Force Majeure includes, without limitation, floods, hurricanes and other adverse weather, war, riot, civil disorder, acts of terrorism, disease, epidemic, strikes and labor disputes, actions or inactions of government or other authorities, law enforcement actions, curfews, closure of transportation systems or other unusual travel difficulties, or inability to provide a safe working environment for employees.

In the event of Force Majeure, the obligations of Pacheco Koch to perform Services shall be suspended for the duration of the event of Force Majeure. In such event, Pacheco Koch shall be compensated for time expended and expenses incurred during the event of Force Majeure and the schedule shall be extended by a like number of days as the event of Force Majeure. If Services are suspended for thirty (30) days or more, Pacheco Koch may, in its sole discretion, upon five (5) days prior written notice, terminate this Agreement or the affected Work Order, or both. In the case of such termination, in addition to the compensation and time extension set forth above, Pacheco Koch shall be compensated for all reasonable termination expenses.

11.01 Coronavirus Pandemic Impact

Client acknowledges and agrees that due to the dynamic and fluid nature of the coronavirus pandemic (COVID-19) (the “Coronavirus Pandemic”), Pacheco Koch may face uncertainty regarding its ability to perform the work contemplated by the Agreement in accordance with the schedule and contracted price. As a result of the Coronavirus Pandemic, the schedule, and related scope and fee, provided in the Agreement may be impacted due to issues outside of Pacheco Koch’s control including, but not limited to, the following: (a) shortages in labor (including employees and consultants); (b) direction or guidance from any applicable governmental authority or applicable law that renders Pacheco Koch’s or it’s subconsultants’ performance impossible, impracticable, or contrary to such direction or guidance; (c) delays in governmental approvals; and (d) other causes beyond Pacheco Koch’s reasonable control, regardless of whether such impacts are direct or indirect.

If due to the impacts of the Coronavirus Pandemic, Pacheco Koch determines in good faith and in Pacheco Koch’s sole discretion, that it is not feasible for Pacheco Koch or its subconsultants to perform the work in accordance with the schedule Pacheco Koch shall promptly notify Client and the parties shall cooperate in good faith to negotiate equitable adjustments to the schedule and/or contract price. Notwithstanding anything to the contrary set forth in this Agreement, including any related work or change order, Pacheco Koch shall not be liable to Client for any damages (actual, direct, consequential, incidental, punitive, liquidated, or nominal) as a result of delays or cost adjustments in connection with the Coronavirus Pandemic.

12.01 Right of Entry

To the extent securing a right of entry is not part of the Services, Client grants to Pacheco Koch, and, if the Project site is not owned by Client, warrants that permission has been granted for, a right of entry from time to time by Pacheco Koch, its employees, agents and subcontractors, upon the Project site for the purpose of providing the Services. Client recognizes that the use of investigative equipment and practices may unavoidably alter the existing site conditions and affect the environment in the area being studied, despite, the use of reasonable care. Client shall indemnify and hold Pacheco Koch harmless from claims for damages caused in part by reasons of Pacheco Koch’s provision of Services.

13.01 No Third Party Rights

This Agreement shall not create any rights or benefits to parties other than Client and Pacheco Koch. No third party shall have the right to rely on Pacheco Koch’s Deliverables or opinions rendered in connection with the Services without the written consent of Pacheco Koch and the third party’s agreement to be bound to the same conditions and limitations as Client.

14.01 Total Agreement

This Agreement, together with any attached documents, constitutes the entire Agreement between Client and Pacheco Koch and supersedes all prior written or oral understandings regarding this subject. This Agreement may only be amended, supplemented, or modified by a mutually executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective on the latest date indicated below.

CLIENT:
City of Kaufman

PACHECO KOCH:
**Pacheco Koch Consulting Engineers, LLC,
a Westwood Company**

By: _____

By: _____

Name: _____
(PRINT/TYPE)

Name: _____
(PRINT/TYPE)

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

Address/Contact for giving notices:

Address/Contact for giving notices:

Pacheco Koch Consulting Engineers, LLC

C/O General Counsel

12701 Whitewater Drive, Suite 300

Minnetonka, Minnesota 55343

Exhibits: A Scope of Services
 B Compensation & Method of Payment
 C Insurance
 D Schedule

EXHIBIT A
SCOPE OF SERVICES

See attached.

EXHIBIT B
COMPENSATION & METHOD OF PAYMENT

See attached.

EXHIBIT C

INSURANCE

See attached.

EXHIBIT 'A' – SCOPE OF SERVICES

CITY OF KAUFMAN - RECREATIONAL TRAIL GRANT APPLICATION

PROJECT DESCRIPTION:

The project consists of assisting the City of Kaufman in completing a grant submission application for the 2023 Texas Parks and Wildlife Call for Applications (Recreational Trail Grants). (PROJECT).

BASIC SERVICES:

LANDSCAPE ARCHITECTURE ASSUMPTIONS AND EXCLUSIONS: Below are shown the assumptions and qualifiers for the landscape architecture scope of work found herein.

Assumptions:

- City Master Plan Trail shown in "Exhibit A" attached. (For Reference Only).
- Project budget is unknown.
- Grant Application Deadline: February 1st
- Grant Application Description: Recreational Trail Grants
 - TPWD administers the National Recreational Trails Fund in Texas under the approval of the Federal Highway Administration (FHWA). This federally funded program receives its funding from a portion of federal gas taxes paid on fuel used in non-highway recreational vehicles. The reimbursable grants can be up to 80% of project cost with a maximum of \$300,000 for non-motorized trail grants and a maximum award of \$600,000 for motorized (off-highway vehicle) trail grants (call 512-538-4427 for more information regarding potential motorized trail grants). Funds can be spent on both motorized and non-motorized recreational trail projects such as the construction of new recreational trails, to improve existing trails, to develop trailheads or trailside facilities, and to acquire trail corridors.

Exclusions:

- Permit drawings or signed and sealed contract documents

LANDSCAPE ARCHITECTURE GRANT APPLICATION: Pacheco Koch will assist the OWNER in completing a grant submission application for the 2023 TEXAS PARKS AND WILDLIFE call for applications (Recreational Trail Grants). It is understood that the CONSULTANT and the OWNER will need to work together to generate and/or collect the necessary documentation for the grant application as the CONSULTANT cannot complete the application independently.

END OF EXHIBIT 'A'

EXHIBIT 'B' – COMPENSATION AND METHOD OF PAYMENT

CITY OF KAUFMAN - RECREATIONAL TRAIL GRANT APPLICATION

COMPENSATION:

For all professional services included in EXHIBIT 'A', Scope of Services, Pacheco Koch shall be compensated a lump sum fee of \$6,500.00 as summarized below. The total lump sum fee shall be considered full compensation for the services described in EXHIBIT 'A', including all labor materials, supplies, and equipment necessary to deliver the services.

Basic Services

Landscape Architecture Grant Application

\$6,500.00

TOTAL

\$6,500.00

METHOD OF PAYMENT:

Pacheco Koch shall be paid monthly payments as described in Article 3 of the AGREEMENT. The cumulative sum of such monthly partial fee payments shall not exceed the total current project budget including all approved Amendments. Each invoice shall be verified as to its accuracy and compliance with the terms of this Agreement by an officer of Pacheco Koch.

Monthly statements for reimbursable services performed by sub consultants will be based upon the actual cost to Pacheco Koch plus ten percent (10%). Direct expenses for services such as printing, express mail, fees, mileage and other direct expenses that are incurred during the progress of the project will be billed at 1.1 times Pacheco Koch's cost.

END OF EXHIBIT 'B'

EXHIBIT C – INSURANCE

A. *Insurance.* Pacheco Koch shall, during the life of this Agreement, maintain the following insurances:

1. Commercial General Liability (occurrence form not less than):
 - \$2,000,000 General Liability
 - \$2,000,000 Products and Completed Operations Aggregate
 - \$1,000,000 Personal and Advertising Injury
 - \$1,000,000 Each Occurrence
 - \$10,000 Medical Expense
2. Commercial Automobile Liability (all scheduled auto, hired and non-owned autos):
 - \$1,000,000 Combined Single Limit
3. Umbrella
 - \$5,000,000 Aggregate
 - \$5,000,000 Each Occurrence
4. Workers Compensation
 - \$1,000,000 Each Accident
 - \$1,000,000 Policy Limit
 - \$1,000,000 Each Employee

Professional Liability Errors and Omissions Insurance. Pacheco Koch shall carry Professional Liability Errors and Omissions insurance with limited contractual liability in the amount of \$2,000,000 per claim and in the aggregate for the duration of this Agreement.

END OF EXHIBIT 'C'



Meeting
Date: 12/19/2022

Date: 12/15/2022

Item #: 16.

**Dept.: Economic
Development
Corporation**

Action Item

SUBJECT:

Consider and take appropriate action on a Chapter 380 Economic Development Grant Agreement between the City of Kaufman and Tony Collins Art, Inc.; and authorize the Mayor or his designee to execute necessary documents.

BACKGROUND:

Tony Collins Art, Inc. approached the City several months ago about purchasing the property at 112 S. Jackson Street. They are a fabricator of custom lighting, artistic metal design and art fixtures that has been in business since 1996. The KEDC negotiated between Tony Collins Art and the City of Kaufman on a purchase and sale agreement which was approved at last month's council meeting. The KEDC is brokering the sale by purchasing the building from the City and selling the property to Tony Collins Art. This 380 Agreement is a grant at closing to Tony Collins Art, Inc. in the amount of \$42,500 to facilitate their purchasing of the property and relocation of their principal operations from Dallas to Kaufman. The City will receive a net profit of \$50,000 off the sale of this building along with one piece of public art by Tony Collins Art custom designed with City input for the Downtown Square. The 380 includes a 5 year term beginning 1/1/23 with a right of first refusal for the KEDC/City to buy back should Tony Collins Art decide to sell the property. It is also stipulated that upon closing, Tony Collins Art will have 18 months to renovate the building into a historic architecture style that matches the square area (see exhibit rendering in agreement). Tony Collins Art must operate from the building for a minimum of one year following receipt of their Certificate of Occupancy.

Author:

Stewart McGregor , Executive Director

Reviewed:

Mike Slye, City Manager

Cost: \$42,500

Funds Available: \$42,500

Source: Sale of the property

Recommendation: Approval of the Chapter 380 Agreement

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

CHAPTER 380 ECONOMIC DEVELOPMENT GRANT AGREEMENT BETWEEN THE CITY OF KAUFMAN, TEXAS AND TONY COLLINS ART, INC.

This **CHAPTER 380 ECONOMIC DEVELOPMENT GRANT AGREEMENT** ("Agreement") is made by and between The City of Kaufman, Texas, also referred to as ("Grantor"), and Tony Collins Art, Inc., a Texas for profit corporation ("Company"), acting by and through their respective authorized officers and representatives.

RECITALS

WHEREAS, the City Council ("City Council") of the City of Kaufman, Texas ("City") has investigated and determined that it is in the best interest of the City and its citizens to encourage economic development programs, including programs for making loans and grants of public money to promote local economic development and stimulate business and commercial activity in the City pursuant to Chapter 380, Texas Local Government Code, as amended ("Chapter 380"); and

WHEREAS, Texas Local Government Code Section 380.001 and Article III, Section 52-a, of the Texas Constitution authorizes the City to establish an economic development program ("Program") and the City hereby establishes such a Program whereby the City agrees to grant public monies to Company in the form of an incentive to advance the public purposes of stimulating business and commercial activity in the City, developing and diversifying the City's economy, reducing City and State unemployment or underemployment by creating employment opportunities, adding taxable improvements to real property in the City, and expanding commerce to and through the City; and

WHEREAS, the Company will be engaged in the business of creating art, sculptures, custom lighting and metal fabrication for sale within and outside the City, and has agreed to purchase real property in the City and renovate any improvements on the property to use as its headquarters (collectively, the "Approved Project"); and

WHEREAS, the Company has advised that it would like to partner with the City, and that an economic development grant from the City would incentivize the Company to purchase the property and undertake the Approved Project which would generate additional economic development and local use tax revenue and additional ad valorem property tax revenue for the City that would otherwise not be available to the City; and

WHEREAS, the City Council has investigated and determined that the Company's Approved Project qualifies for a Grant under the Chapter 380 Program established by the City in this Agreement; and

WHEREAS, the City has determined that making an economic development grant to the Company in accordance with this Agreement will benefit the City and the City's inhabitants and advance a public purpose for the City by promoting local economic development and stimulating business and commercial activity in the City;

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I DEFINITIONS

1. For purposes of this Agreement, each of the following terms shall have the meaning set forth herein unless the context clearly indicates otherwise:

"Agreement" shall mean this Chapter 380 Grant Agreement, together with all exhibits, schedules, and attachments that are attached to this Agreement from time to time, if any.

"City" and "Grantor" shall mean City of Kaufman, Texas.

"Company" shall mean Tony Collins Art, Inc. ("TCA")

"Commencement Date" shall mean January 1, 2023.

"Effective Date" shall mean the date this Agreement is last signed by all parties.

"Event of Bankruptcy or Insolvency" shall mean the dissolution or termination (other than a dissolution or termination by reason of a party merging with an affiliate) of a party's existence as a going business, insolvency, appointment of receiver for any part of a party's property and such appointment is not terminated within ninety (90) business days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against a party and in the event such proceeding is not voluntarily commenced by the party, such proceeding is not dismissed within ninety (90) business days after the filing thereof.

"Force Majeure" shall mean any delays due to strikes, riots, acts of God, shortages of labor or materials, war, terrorism, governmental approvals, laws, regulations, or restrictions, or any other cause of any kind whatsoever which is beyond the reasonable control of the party.

"KEDC" shall mean the Kaufman Economic Development Corporation.

"Option Price" shall mean the amount of the Purchase Price stated in the Purchase and Sale Agreement ("PSA") between the KEDC and Company, plus any improvements made by Company to the Property, less any Grant Payment made by the Grantor to the Company and less all closing costs and expenses paid or incurred by KEDC pursuant to the PSA and pursuant to the exercise of the Option.

"Program" shall mean the economic development program established by the City in this Agreement pursuant to Chapter 380 of the Texas Local Government Code together with any amendments, permutations, or recodifications of such Code provisions whether renaming such economic incentive or other modifications thereof.

"Program Grant" shall mean the one-time payment paid by the City to the Company as a credit applied to closing for the Company's purchase of the Property from the Kaufman Economic Development Corporation through a Purchase and Sale Agreement ("PSA") attached hereto as Exhibit "A" and incorporated by reference for all purposes as if fully set forth in their entirety herein.

"Property" shall mean the former Kaufman Senior Center including land and improvements located at 112 South Jackson Street, Kaufman, Texas 75142 and more particularly described on Exhibit "B" attached hereto and incorporated as if fully set forth herein.

ARTICLE II TERM

2.01 **Term.** The term of this Agreement shall begin on the Effective Date and continue for a five (5) year period unless otherwise terminated under the provisions of this Agreement.

2.02 This Agreement may be extended for an additional period of time on terms mutually acceptable to both parties by a written agreement executed by both parties.

ARTICLE III ECONOMIC DEVELOPMENT GRANT

3.01 **Program Grant.** Subject to the Company's continued compliance with (a) all the terms and conditions of this Agreement, the Grantor agrees to provide Company with an economic development grant from lawful available funds payable as provided herein in an amount equal to Forty Two Thousand Five Hundred Dollars and No/100ths (\$42,500), as previously defined herein (the "Grant").

3.02 **Grant Payment.** The Grant Payment shall be applied as a credit at closing for the Company's purchase of the Property from the KEDC pursuant to a Purchase and Sale Agreement ("PSA") with the KEDC attached as Exhibit "A" and incorporated herein for all purposes.

ARTICLE IV PERFORMANCE OBLIGATIONS OF COMPANY

The Grantor and Company each agree that as a condition of this Agreement and the receipt of any Program Grant, Company must comply with the following performance requirements, conditions, and restrictions on the Property which represent material obligations of this Agreement:

4.01 **Development of Property.** After its purchase of the Property from the KEDC, Company shall renovate the building located on the Property as the headquarters of Tony Collins Art, Inc. ("Building"). Such renovations shall include removal of the metal siding on the Building and restoration of the original brick exterior structure of the Building, and improvements to the Building's windows and doors (collectively "Renovations") consistent with the architectural rendering(s) and concept drawing(s) attached hereto as Exhibit "C" and incorporated by reference for all purposes as if fully set forth in their entirety herein. All Renovations and other improvements shall be completed in substantial accordance with all applicable laws, ordinances, rules, regulations, or restrictions.

4.02. **Deadlines for Development.** Company shall complete Renovations to the Building and obtain a Certificate of Occupancy from the City of Kaufman within eighteen (18) calendar months after KEDC's closing of the sale of the Property to Company ("Completion Date"). Company may request an extension of the Completion Date in writing from the KEDC which shall not unreasonably be refused.

4.02.01. **Force Majeure.** In the event of Force Majeure, Company shall have such additional time to cause completion of Renovation, as the case may be, so long as Company is diligently and faithfully pursuing the same.

4.03 **Restrictions on Property.** Company agrees to occupy and use the property as its headquarters for one (1) calendar year after the date the City issues it a certificate of occupancy for the Building before it may sell the Property. Thereafter, Company must give the City and KEDC sixty (60) calendar days written notice of its intention to enter into a written agreement to sell the Property ("Notice to Sell").

4.04. **Option Grant.** In consideration of the Grant Payment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Company, Company hereby grants to KEDC an option to repurchase the Property ("the Option"). This option may be assigned by the KEDC to the Grantor.

4.04.01. **Exercise.** The Option may be exercised by the KEDC in its sole discretion by providing thirty (30) days written notice to Company upon the receipt of a written Notice to Sell from Company.

4.04.02. **Effect of Exercise of Option.** Upon any timely exercise of the Option by KEDC or the Grantor, if assigned, Company shall convey the Property to be conveyed to KEDC as follows:

(i) Payment of Option Price to Company;

(ii) Property to be accepted “as is”.

(iii) Closing to occur within sixty (60) days of the KEDC’s written exercise of its Option.

(iv) Closing costs to be split between Company and KEDC or as otherwise agreed by the parties.

4.05. **Public Art.** Company agrees to gift the City with one (1) public art piece suitable for display in the Downtown Square and to be mutually agreed upon by Company and the Grantor

4.06. **Remedy of Reconveyance.** If Company fails to make Renovations to the Building by the Completion Date, as extended, Company shall convey the Property to the KEDC within sixty (60) days of a written request by KEDC. Contemporaneously with the conveyance, KEDC shall refund TCA’s Purchase Price under the PSA with the KEDC less the amount of any Grant Payment(s) by Grantor made to Company and applied on Company’s behalf to the Purchase Price of the Property.

4.07. **Enforcement.** This Agreement may be filed in the real property records of Kaufman County. Grantor or the KEDC shall have the right, but not the obligation to enforce any material breach of this Agreement after sending written notice of such material breach to Company.

ARTICLE V DEFAULT AND TERMINATION

5.01 **Material Breach.** A Party shall be deemed in default under this Agreement (which shall be deemed a breach hereunder) if such Party fails to materially perform, observe, or comply with any of its covenants, agreements, or obligations hereunder or breaches or violates any of its representations contained in this Agreement.

5.02 **Termination.** This Agreement may be terminated upon any one of the following:

(a) by mutual written agreement of the parties;

(b) by Grantor or Company, respectively, if the other party defaults or breaches any of the terms or conditions of this Agreement in any material respect and such default or breach is not cured within thirty (30) days after written notice thereof by the City or Company, as the case may be;

- (c) by Grantor, if Company suffers an Event of Bankruptcy or Insolvency;
- (d) by Grantor or Company, respectively, if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable;
- (e) expiration of the term, or any subsequent renewal of the term.

The rights, responsibilities and liabilities of the parties under this Agreement shall be extinguished upon the termination of this Agreement except for any rights, responsibilities and/or liabilities that accrued prior to such termination.

ARTICLE VI MISCELLANEOUS

6.01 **Binding Agreement.** The terms and conditions of this Agreement are binding upon the parties to this Agreement and their respective successors and permitted assigns. This Agreement may not be assigned without the express written consent of Grantor, which consent shall not be unreasonably withheld or delayed.

6.02 **Limitation on Liability.** It is understood and agreed between the parties that the Company and City, in satisfying the conditions of this Agreement, have acted independently, and City assumes no responsibilities or liabilities to third parties in connection with these actions. The Company agrees to indemnify and hold harmless the City from all such claims, suits, and causes of actions, liabilities and expenses, including reasonable attorney's fees, of any nature whatsoever by a third party arising out of the Company's performance of the conditions under this Agreement.

6.03 **No Joint Venture.** It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture between the parties.

6.04 **Authorization.** Each party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

6.05 **Notice.** Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below (or such other address as such party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered sent via fax.

If intended for City, to:

City of Kaufman, Texas
Attn: Michael T. Slye, City Manager
209 S Washington St

Kaufman, TX 75142
Email: mslye@kaufmantx.org

With a copy to:

Attn: Patricia Adams
Messer Fort McDonald
6371 Preston Rd, Ste 200
Frisco, TX 75034

If intended for the Company:

Attn: Tony Collins Art, Inc.
Attn: Tony C. Collins, President
2005 Wall Street
Dallas, Texas 75215
(214) 566-4043

6.06 **Entire Agreement.** This Agreement is the entire Agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the parties that in any manner relates to the subject matter of this Agreement.

6.07 **Governing Law.** The laws of the State of Texas shall govern the Agreement; and this Agreement is fully performable in Kaufman, Kaufman County, Texas with exclusive venue for any action concerning this Agreement being in a court of competent jurisdiction in Kaufman County, Texas.

6.08 **Amendment.** This Agreement may only be amended by the mutual written agreement of the parties.

6.09 **Legal Construction.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

6.10 **Recitals Adopted.** The recitals as set forth above are declared true and correct and are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the City and Company.

6.11 **Counterparts.** This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument and any such counterparts shall be deemed to be incorporated herein.

6.12 **Survival of Covenants.** Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

6.13 **Governmental Immunity.** The parties agree that the City has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

6.14 **Mediation.** Subject to the consent of both parties, any dispute between Seller and Buyer related to this Agreement which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider prior to the filing of any lawsuit. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

6.15. **Undocumented Workers.** As a further condition precedent to this Agreement, Company hereby certifies that it does not now, and will not, knowingly employ an Undocumented Worker as defined by the Tex. Gov't. Code Sec. 2264.001(4)(A-B). If, after receiving a Program Grant, the business, or a branch, division, or department of the business, is convicted of a violation under 8 U.S.C. Section 1324a(f), the business shall repay the amount of all Program Grants received, plus interest at 5% per annum, not later than the 120th day after the date the City notifies the Company of the violation. Further, as defined by Tex. Gov't Code Sec. 2264.101, the Company shall not be liable for a violation of this provision by a subsidiary, affiliate, or franchisee of the business, or by a person with whom the Company contracts.

6.16. **Compliance.** To the greatest extent required by law, Company during the term of this Agreement shall comply with all local ordinances, state and federal laws and environmental regulations related to the Approved Project.

6.17. **Boycott of Israel.** In accordance with Chapter 2270, Texas Government Code, Company verifies that it does not boycott Israel and will not boycott Israel during the term of this Amended Agreement.

6.18. **Anti-Terrorism.** In accordance with Section 2252.152 of the Texas Government Code, Company represents that it has no contacts with companies engaged in business with Iran, Sudan, or other foreign terrorist organizations as determined by the list maintained by the Texas Comptroller.

/SIGNATURE PAGES FOLLOW/

EXECUTED as of the ____ day of _____, 2022.

THE CITY OF KAUFMAN, TEXAS

By: _____
Jeff Jordan, Mayor

ATTEST:

By: _____
Jessie Hanks, City Secretary

EXECUTED as of the ____ day of _____, 2022.

TONY COLLINS ART, INC.

By: _____
Name: Tony Collins
Title: President

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
CITY OF KAUFMAN §

This instrument was acknowledged before me on the _____ day of _____, 2022 by Jeff Jordan, Mayor of the City of Kaufman, Texas, on behalf of said City.

Name: _____

Notary Public, State of Texas

My commission expires: _____

STATE OF TEXAS §
 §
CITY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2022 by Tony Collins, President Tony Collins Art, Inc., a Texas Corporation.

Name: _____

Notary Public - State of Texas

My commission expires: _____

EXHIBIT "A"
PURCHASE AND SALE AGREEMENT BETWEEN KEDC
AND TONY COLLINS ART, INC.

PURCHASE AND SALE AGREEMENT

This **Purchase and Sale Agreement** (“Agreement”) to buy and sell real property is entered between Seller and Buyer as identified below and is effective on the date (“Effective Date”) of the last of the signatures by Seller and Buyer as parties to this Agreement, acknowledgement by Title Company of receipt of this Agreement.

Seller: Kaufman Economic Development Corporation (“KEDC”)
Attn: Stewart McGregor, Executive Director
209 S Washington St
Kaufman, TX 75142
Email: smcgregor@kaufmantx.org
(972) 932-5332– Telephone

Type of Entity: A Texas non-profit Type A Economic Development Corporation

Buyer: Tony Collins Art, Inc.
Attn: Tony C. Collins, President
2005 Wall Street
Dallas, Texas 75215
(214) 566-4043

Type of Entity: A Texas Corporation

Title Company: Kaufman County Title and Abstract
Attention: Pat Smith
2309 S Washington St
Kaufman, TX 75142
(972) 524-1500– Telephone

Property: Kaufman Senior Center, 112 South Jackson Street, Kaufman, Texas 75142 and more particularly described on Exhibit “A” attached hereto and incorporated by reference for all purposes as if fully set forth in their entirety herein.

Inspection Period: None

Closing Date: Not later than December 31, 2022 or as otherwise agreed by the Parties.

Purchase Price: NINETY-TWO THOUSAND FIVE HUNDRED DOLLARS AND NO/100THS (\$92,500.00) of which, \$42,500.00 of the Purchase Price shall be a grant from the City of Kaufman credited at closing pursuant to a Chapter 380 Agreement with Tony Collins Art, Inc.

Earnest Money: \$5,000.00 which shall be credited to Buyer at Closing

Effective Date: Last date of execution of this Agreement by the parties.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Sale and Purchase. Seller agrees to sell, and Buyer agrees to purchase, the Property and improvements thereon as provided in this Agreement.

2. Title and Survey; Due Diligence Documents and Environmental Reports.

(a) Not later than fifteen (15) calendar days after the Effective Date of this Agreement, Seller, at Buyer's expense (except for Survey), shall deliver to Buyer:

(i) a current commitment for title insurance for the Land, from the Title Company setting forth the state of title to the Land together with any easements or restrictions (existing or created pursuant hereto) benefiting the Land, together with all exceptions or conditions to such title;

(ii) legible copies of all documents referenced in the title commitments;

(iii) a current Survey certified to Buyer and Title Company;

and

(iv) a tax certificate indicating the status of payment of any ad valorem taxes assessed and due on the Property.

(b) If Buyer objects to any of the exceptions contained in the Title Commitment, Buyer's objections must be made in writing to Seller not later than ten (10) calendar days after the date Buyer receives the title commitment and the survey. Seller shall in good faith attempt to satisfy or cure the objections to title prior to closing, but Seller shall not be required to incur any cost to do so.

(c) If Seller delivers written notice to Buyer on or before the Closing Date that Seller is unable to satisfy such objections, or if Seller is unable to convey title in accordance with Section 3, below, Buyer may either waive such objections and accept such title as Seller is able to convey, or terminate this contract by written notice to Seller.

3. Inspection Period.

(a) There shall be no inspection period. Buyer has completed an inspection of the Property.

(b) Within 30 days of the Effective Date, Buyer may terminate this Agreement by notifying Seller and Title Company in writing. In such event, neither party shall have any further claim against the other under this Agreement; provided, however, the Earnest Money shall be returned

to Buyer less \$500.00. If Buyer does not timely terminate this Agreement under this Section 3, Buyer shall have no further right to do so under this Section 3.

4. Closing.

(a) The closing of the sale of Property shall occur at the Title Company on or before December 31, 2022, ("Closing Date") at a time mutually agreed by the parties, or on such other date prior to the Closing Date as may be agreed by the parties.

(b) At the Closing, Seller shall deliver through the Title Company:

(i) a special warranty deed, in form and substance reasonably acceptable to Seller and Buyer, conveying good and indefeasible title to the Property to Buyer free and clear of any and all encumbrances, except the Permitted Exceptions;

(ii) a Texas owner's policy of title insurance (or equivalent) in the amount of the Purchase Price, insuring such title to Buyer;

(iii) possession of the Property, free of parties in possession;

(iv) such other documents that the Title Company may reasonably require of Seller.

(c) At the closing, Buyer shall deliver to Seller through Title Company:

(i) the Purchase Price in cash or immediately available funds (which will reflect a credit for the Earnest Money previously paid directly to Seller and a credit from any grants by the City of Kaufman);

(ii) A copy of the Chapter 380 Agreement with the City signed by Buyer; and

(iii) such other documents that the Title Company may reasonably require of Seller.

5. **Taxes.** Buyer understands and acknowledges the Property is presently exempt from the assessment of ad valorem taxes, which status will change upon conveyance of the Property to Buyer. Buyer shall be responsible for payment of current year taxes on the Property prorated from the date of Closing to December 31 of the year of Closing.

6. **Brokers' Commissions.** Buyer and Seller each represent that they have not been represented in whole or in part by a licensed Texas Real Estate broker or agent and that no commission or fee is to be paid at Closing to any real estate broker or agent.

7. Closing Costs.

(a) Seller agrees to pay and be responsible for the following closing costs:

(i) all fees and premiums for the Survey.

(b) Buyer hereby agrees to pay and be responsible for all other closing costs including, but not limited to the following:

(i) Title Company's escrow fees;

(ii) all costs and fees for preparing any environmental studies, if not yet paid;

(iii) all fees and premiums for the Basic Owner's Title Policy, any endorsements thereto desired by Buyer, and any Mortgagee's Title Policy that may be issued concurrently with or subsequent to Closing;

(iv) all costs and expenses incurred by or on behalf of the Buyer, including Buyer's attorneys' fees;

(v) recording fees for the special warranty deed(s); and

With respect to the issuance of the title policies, Buyer agrees to execute such documents as required by the Title Company to allow the cost of the Owner's Title Policy and any related endorsements that may be required to be issued pursuant to the Purchase and Sale Agreement between Seller and the City of Kaufman regarding the Property are passed through to the sale of the Property by Buyer to Seller, it being the intent of Buyer and Seller that only one title policy be issued in favor of Buyer following the concurrent closing of this transaction and the transaction between Seller and the City of Kaufman.

8. **Permitted Exceptions.** Buyer acknowledges and agrees that the Property will be conveyed by Seller subject to the existing zoning, the restrictive covenants, the statutory lien for current taxes, if any, and the environmental condition, which shall be deemed to be Permitted Exceptions.

9. **Property Restrictions and Reconveyance:** Seller and Buyer acknowledge, understand, and agree that Seller is conveying the Property to Buyer as an independent foundation for the City of Kaufman, Texas pursuant to TEX. LOC. GOV'T CODE §272.001(b)(4) and upon the condition that the Property be developed in the manner set forth below:

(i) TCA shall renovate the building located on the Property as the headquarters of Tony Collins Art, Inc. ("Building"). Such renovations shall include removal of the metal siding on the Building and restoration of the original brick exterior structure of the Building, and improvements to the Building's windows and doors (collectively "Renovations") consistent with the architectural rendering(s) and concept drawing(s) attached as Exhibit "C" attached hereto as Exhibit "C" and incorporated by reference for all purposes as if fully set forth in their entirety herein. All Renovations and other improvements shall be completed in substantial accordance with all applicable laws, ordinances, rules, regulations, or restrictions.

(ii) TCA shall complete Renovations to the Building and obtain a Certificate of Occupancy from the City of Kaufman within eighteen (18) calendar months after KEDC's closing of the sale of the Property to TCA ("Completion Date"). TCA may request an extension of the Completion Date in writing from the KEDC which shall not unreasonably be refused.

(iii) TCA agrees to occupy and use the property as its headquarters for one (1) calendar year after the date the City issues it a certificate of occupancy for the Building before it may sell the Property. Thereafter, TCA must give the City and KEDC sixty (60) calendar days written notice of its intention to enter into a written agreement to sell the Property ("Notice to Sell"). The KEDC shall be granted an option to repurchase the Property as set forth in the Chapter 380 Grant Agreement between the City of Kaufman and Tony Collins, Art, Inc., attached hereto as Exhibit "B" incorporated as if fully set forth herein.

(iv) If TCA fails to make Renovations to the Building by the Completion Date, as extended, TCA shall convey the Property back to the KEDC, and the KEDC shall concurrently refund TCA's Purchase Price less any credit given in the form of City grants that were applied to the Purchase Price on TCA's behalf.

10. Representations and Covenants. Seller represents and covenants that: (a) Seller has authority to enter into this Agreement; and (b) no other person has any interest in or claims against the Property (other than as reflected by the title commitment), and Seller will not hereafter encumber the Property. Buyer represents that it has authority to enter into this Agreement. The only representations made by any party concerning the Property and this Agreement are as set out in this Agreement.

11. Land and Property Sold "AS IS."

(a) Buyer represents that as of the Closing Date that it:

(i) will have fully inspected the Property,

(ii) will have made all investigations as Buyer deems necessary or appropriate

and;

(iii) will be relying solely upon Buyer's inspection and investigation of the Property for all purposes whatsoever, including, but not limited to, the determination of the condition of the structures, improvements, soils, subsurface, drainage, surface and groundwater quality, and all other physical characteristics; availability and adequacy of utilities; compliance with governmental laws and regulations; access; encroachments; acreage and other survey matters and the character and suitability of the Land.

(b) Buyer acknowledges and agrees that the Property and the improvements located thereon are being purchased and will be conveyed "AS IS" with all faults and defects, whether patent or latent, as of the Closing.

(c) Buyer further acknowledges and agrees there have been no representations, warranties, guarantees, statements or information, express or implied, pertaining to the Land or the improvements, its condition, or any other matters whatsoever, made to or furnished to Buyer by Seller or any employee or agent of Seller, except as specifically set forth in this Agreement.

12. **Remedies.** If Buyer defaults in the provisions of this Agreement prior to Closing, and fails to cure such default not later than ten (10) days after written notice describing the nature of the default is delivered by Seller to Buyer, Seller's sole remedy shall be to terminate this Agreement. If Seller defaults in the provisions of this Agreement and fails to cure such default not later than ten (10) days after written notice describing the nature of the default is delivered by Buyer to Seller, Buyer's sole remedy shall be to terminate this Agreement and receive the refund of the Earnest Money.

13. **Attorney's Fees.** If either party retains an attorney to enforce this Agreement, including but not limited to any dispute relating to provisions of this Agreement that survive the Closing, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

14. **Mediation.** Subject to the consent of both parties, any dispute between Seller and Buyer related to this Agreement which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider prior to the filing of any lawsuit. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

15. **Notices.** Any notice required by or permitted under this Agreement must be in writing. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, electronic mail, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein. Copies of each notice must be given by one of these methods to the attorney of the party to whom notice is given as designated above.

16. **Miscellaneous.**

(a) **Entireties.** This Agreement contains the entire agreement of the parties pertaining to the Property.

(b) **Modifications.** This Agreement may only be modified by a written document signed by both parties.

(c) **Assignment.** Buyer may not assign its rights under this Agreement to any entity without the express written consent of Seller, which shall not be unreasonably withheld. Any assignment authorized by Seller shall require an assumption of all of Buyer's rights and obligations under this Agreement, including, but not limited to, the provisions of the Restriction Agreement.

(d) **Time is of the Essence.** Time is of the essence with respect to the performance by the parties of their respective obligations hereunder.

(e) **Governing Law.** This Agreement shall be construed under and in accordance with the laws of the State of Texas; and venue for any action arising from this Agreement shall be in Kaufman County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

(f) **Counterparts.** This Agreement may be executed by the parties hereto in separate counterparts; each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

(g) **Non-Business Day.** If the final date of any period provided herein for the performance of an obligation or for the taking of any action falls on a Saturday, Sunday, or holiday, then the end of such period shall be extended to the next business day.

(h) **Zoning.** Seller assumes no obligation to change the current zoning on the Land.

(i) **Reaffirmation and Survival of Covenants.** The provisions of Section 9 and Section 10 in this Agreement above shall be deemed reaffirmed by Buyer by acceptance of the Special Warranty Deed and shall survive the Closing and be enforceable after Closing. Any rights and benefits of the parties, pertaining to a period of time following the Closing shall also survive.

(j). **Severability.** The provisions of this Agreement are severable. If a court of competent jurisdiction finds that any provision of this Agreement is unenforceable, the remaining provisions will remain in effect without the unenforceable parts.

(k) **Ambiguities Not to Be Construed against Party Who Drafted Contract.** The rule of construction that ambiguities in a document will be construed against the party who drafted it will not be applied in interpreting this Agreement.

(l) **No Third-Party Beneficiaries.** There are no third-party beneficiaries of this Contract.

(m) **No Special Relationship.** The parties' relationship is an ordinary commercial relationship, and they do not intend to create the relationship of principal and agent, partnership, joint venture, or any other special relationship.

SIGNATURES:

SELLER:

KAUFMAN ECONOMIC

DEVELOPMENT CORPORATION

Approved by: _____

Name: Charles Gillenwater

Title: President of the Board

Date: _____

BUYER: TONY COLLINS ART, INC.

Approved By: _____

Name: Tony Collins

Title: President

Date: _____

Exhibits

- “A” - Legal description of the Property
 - “B” - Chapter 380 Agreement between City of Kaufman and Tony Collins Art, Inc.
 - “C” - Architectural renderings and concept drawings for renovated Property
-

RECEIPT OF THE CONTRACT IS ACKNOWLEDGED:

By: _____

Date/Time: _____

Escrow Agent
Kaufman Title

Email: _____

EXHIBIT “A”

Property Description

EXHIBIT “B”

Chapter 380 Agreement between City of Kaufman and Tony Collins Art, Inc.

Exhibit “C”
Architectural Rendering/Concept Drawing of Renovated Building

EXHIBIT "B"
Property Description

STATEWIDE SURVEYING SERVICES
REGISTERED PROFESSIONAL LAND SURVEYORS

GREG SJERVEN, R. P. L. S.
208 N. WASHINGTON

KAUFMAN, TEXAS 75142

METRO PHONE: (972) 962-6481
FAX: (972) 962-6480

FIELD NOTES FOR TONY COLLINS ART, INC.
PART OF BLOCK NO. 18
ORIGINAL TOWN OF KAUFMAN
KAUFMAN COUNTY, TEXAS

All that certain lot, tract or parcel of land situated within the corporate limits of the City of Kaufman, Kaufman County, Texas, part of Block No. 18 of the Original Town of Kaufman, shown by plat of same, recorded in Vol. I page 133 of the Deed Records of Kaufman County, Texas, all of that certain tract conveyed to City of Kaufman, Texas on May 9, 1924, recorded in Vol. 196 page 63 of the Deed Records of Kaufman County, Texas, all of that certain tract conveyed to City of Kaufman, Texas on May 31, 1924, recorded in Vol. 196 page 207 of the Deed Records of Kaufman County, Texas and all of that certain tract conveyed to City of Kaufman, Texas on June 27, 1946, recorded in Vol. 306 page 47 of the Deed Records of Kaufman County, Texas, being more completely described as follows, to-wit:

BEGINNING at a 3/8" Iron rod set at the Southeast corner of the above mentioned Block No. 18 and being at the intersection of the West line of S. Jackson Street with the North line of W. Cherry Street.

THENCE WEST, with the South line of said Block No. 18 and with the North line of W. Cherry Street, a distance of 87.00 ft. to a P.K. Nail set at the Southeast corner of the Bennah Properties, LLC tract, recorded in Vol. 7247 page 312 of the Deed Records of Kaufman County, Texas.

THENCE NORTH, with the East line of said Bennah Properties, LLC tract, a distance of 60.00 ft. to a P.K. Nail set at the Northeast corner of same and being in the South line of the C & C Properties tract, recorded in Vol. 1017 page 491 of the Deed Records of Kaufman County, Texas.

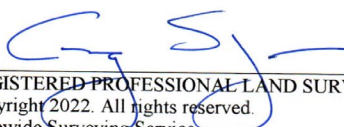
THENCE EAST, with the South line of said C & C Properties tract, passing the Southeast corner of same, continuing a total distance of 87.00 ft. to an "X" in Concrete found at the Southeast corner of the John D. Mosley tract, recorded in Vol. 1041 page 132 of the Deed Records of Kaufman County, Texas, in the East line of the above mentioned Block No. 18 and being in the West line of S. Jackson Street.

THENCE SOUTH, with the East line of said Block No. 18 and with the West line of S. Jackson Street, a distance of 60.00 ft. to the point of beginning, containing 0.120 of an acre of land.

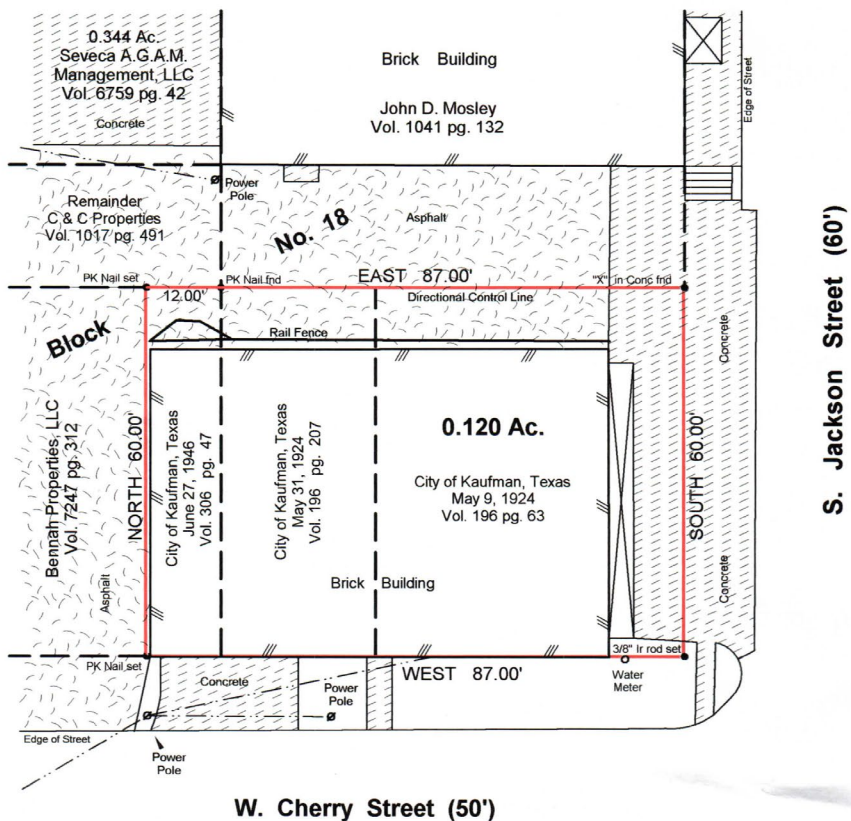
I, Greg Sjerven, Registered Professional Land Surveyor No. 5244, do hereby certify that the above field notes and companion plat were prepared from an actual survey made by me on the ground during the month of November, 2022.

GIVEN UNDER MY HAND AND SEAL this the 28th day of November, 2022.

NOTE: FIELD NOTES VOID IF NOT SIGNED IN BLUE.


REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5244
Copyright 2022. All rights reserved.
Statewide Surveying Service
tonyc.wp2





**PLAT OF SURVEY
SHOWING
PART OF BLOCK NO. 18
ORIGINAL TOWN OF KAUFMAN
VOL. 1 PG. 133
KAUFMAN COUNTY, TEXAS**

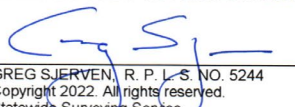
I, Greg Sjerven, Registered Professional Land Surveyor No. 5244, do hereby certify that the above plat and companion field notes were prepared from an actual survey made by me on the ground during the month of November, 2022.

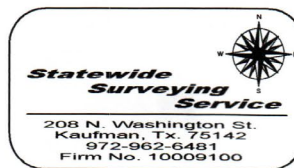
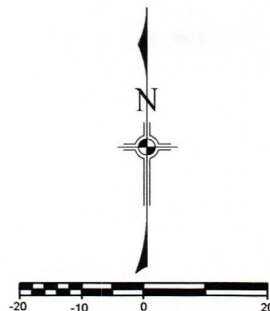
This survey meets the requirements of the General Rules of Procedures and Practices as defined by the Texas Board of Professional Land Surveying.

This survey was performed for the benefit of Tony Collins Art, Inc. Use of this plat by any other person or for any other purpose is prohibited and the undersigned is not responsible for any loss resulting therefrom.

GIVEN UNDER MY HAND AND SEAL
this the 28th day of November, 2022.

NOTE: PLAT VOID IF NOT SIGNED IN BLUE


GREG SJERVEN, R. P. L. S. NO. 5244
Copyright 2022. All rights reserved.
Statewide Surveying Service



BLK18.zak Jn 3174

Exhibit “C”
Architectural Rendering/Concept Drawing of Renovated Building



CREDIT OPINION

8 December 2022



Send Your Feedback

Contacts

Tobias Oder +1.214.979.6883
 Associate Lead Analyst
 tobias.oder@moody's.com

Orlie Prince +1.212.553.7738
 VP-Sr Credit Officer/Manager
 orlie.prince@moody's.com

CLIENT SERVICES

Americas 1-212-553-1653
 Asia Pacific 852-3551-3077
 Japan 81-3-5408-4100
 EMEA 44-20-7772-5454

City of Kaufman, TX

Update following upgrade to A1

Summary

The [City of Kaufman, TX's](#) (A1) credit profile is bolstered by a very strong expansion in recent years, supported by its location in the Dallas-Fort Worth metroplex. While economic growth has been significantly higher than nationwide medians, wealth and income metrics remain below similarly-rated peers. The city's financial operations, which are predominantly funded from governmental revenue, are strong and significantly improved in recent years, with no significant plans to draw down fund balance or liquidity. The city's long-term liabilities and fixed costs, primarily related to governmental and business-type activity debt, will remain elevated due to additional debt issuance plans, yet they will remain manageable as they will be partially offset by revenue growth.

On December 7, 2022, Moody's upgraded the city's issuer and general obligation limited tax (GOLT) ratings to A1 from A3, resolving a review for upgrade initiated with the release of the US Cities and Counties methodology.

Credit strengths

- » Strong recent economic expansion
- » Significantly improved financial profile

Credit challenges

- » Below-average wealth and income metrics
- » Elevated leverage with additional issuance plans due to ongoing expansion

Rating outlook

Moody's does not generally assign outlooks to local government issuers with similar amounts of debt outstanding.

Factors that could lead to an upgrade

- » Increased full value per capita and resident income levels
- » Ongoing and sustained improvement of reserves and liquidity
- » Moderation of the city's leverage profile

Factors that could lead to a downgrade

- » Deficit operations and reduced reserve levels across city-wide funds

- » Significant increase in leverage, absent commensurate growth in operating revenue
- » Tax base contraction and lower full value per capita

This publication does not announce a credit rating action. For any credit ratings referenced in this publication, please see the issuer/deal page on <https://ratings.moody.com> for the most updated credit rating action information and rating history.

Key indicators

Exhibit 1

Kaufman (City of) TX

	2018	2019	2020	2021	A Medians
Economy					
Resident income ratio (%)	69.5%	71.4%	73.0%	N/A	85.5%
Full Value (\$000)	\$300,753	\$335,717	\$417,289	\$464,209	\$729,748
Population	7,107	7,330	7,646	N/A	10,219
Full value per capita (\$)	\$42,318	\$45,800	\$54,576	N/A	\$64,697
Economic growth metric (%)	N/A	1.5%	1.2%	N/A	-1.1%
Financial Performance					
Revenue (\$000)	\$14,323	\$13,152	\$15,076	\$17,584	\$21,949
Available fund balance (\$000)	\$3,836	\$3,451	\$5,007	\$8,406	\$8,725
Net unrestricted cash (\$000)	\$8,557	\$6,143	\$7,122	\$8,386	\$11,614
Available fund balance ratio (%)	26.8%	26.2%	33.2%	47.8%	40.6%
Liquidity ratio (%)	59.7%	46.7%	47.2%	47.7%	51.4%
Leverage					
Debt (\$000)	\$39,369	\$37,222	\$44,190	\$46,386	\$17,818
Adjusted net pension liabilities (\$000)	\$10,047	\$8,701	\$11,181	\$13,895	\$25,673
Adjusted net OPEB liabilities (\$000)	\$165	\$182	\$197	\$232	\$1,531
Other long-term liabilities (\$000)	\$149	\$161	\$158	\$147	\$652
Long-term liabilities ratio (%)	347.2%	351.8%	369.6%	345.0%	277.1%
Fixed costs					
Implied debt service (\$000)	\$0	\$2,901	\$2,714	\$3,165	\$1,258
Pension tread water contribution (\$000)	\$298	\$442	\$515	\$475	\$711
OPEB contributions (\$000)	\$1	\$1	\$1	\$2	\$56
Implied cost of other long-term liabilities (\$000)	\$0	\$11	\$12	\$11	\$47
Fixed-costs ratio (%)	2.1%	25.5%	21.5%	20.8%	13.1%

For definitions of the metrics in the table above please refer to the [US Cities and Counties Methodology](#) or see the Glossary in the Appendix below. Metrics represented as N/A indicate the data were not available at the time of publication. The medians come from our most recently published [US Cities and Counties Median Report](#). The Economic Growth metric cited above compares the five-year CAGR of real GDP for Dallas-Fort Worth-Arlington, TX Metropolitan Statistical Area to the five-year CAGR of real GDP for the US.

Sources: US Census Bureau, Kaufman (City of) TX's financial statements and Moody's Investors Service, US Bureau of Economic Analysis

Profile

The City of Kaufman is the county seat of Kaufman County, located in northeastern [Texas](#) (Aaa stable) approximately 30 miles southeast of [Dallas](#) (A1 stable). The county has a population of 129,792 and a moderate population density of 158 people per square mile. The county's median family income is \$82,674 and the August 2022 unemployment rate was 3.8%. The largest industry sectors that drive the local economy are retail trade, local government, and manufacturing.

Detailed credit considerations

Economy

The city will continue to benefit from the expansion of the Dallas-Fort Worth metropolitan area, as a continued influx of new residents to the area has fueled rapid growth in economic activity and assessed valuation. While full value per capita and resident income trail medians for A1-rated cities, both have been increasing in recent years, as a result of new residential housing developments and existing value appreciation. Akin to other cities on the outer edges of the metroplex, growth in assessed valuations significantly increased in recent years, expanding at an average annual rate of 13% over the past five years. As the expansion of the metropolitan area continues to envelop more outlying cities, officials expect double-digit growth in taxable values to continue over the next two to three years, pointing at more than 2,000 ongoing single-family construction projects, which compares to a 2022 population of just over 8,000.

The area's real gross domestic product growth has been growing at a compounded average annual rate of 2.5% over the past five years, which exceeds the nationwide real growth rate of 1.3% and highlights the strong expansion of economic activity. As of 2021, the local county and school district acted as the city's two largest employment sources, although ongoing economic growth could also result in an increased commercial presence, as several corporations have indicated interest in establishing a presence, most notably including

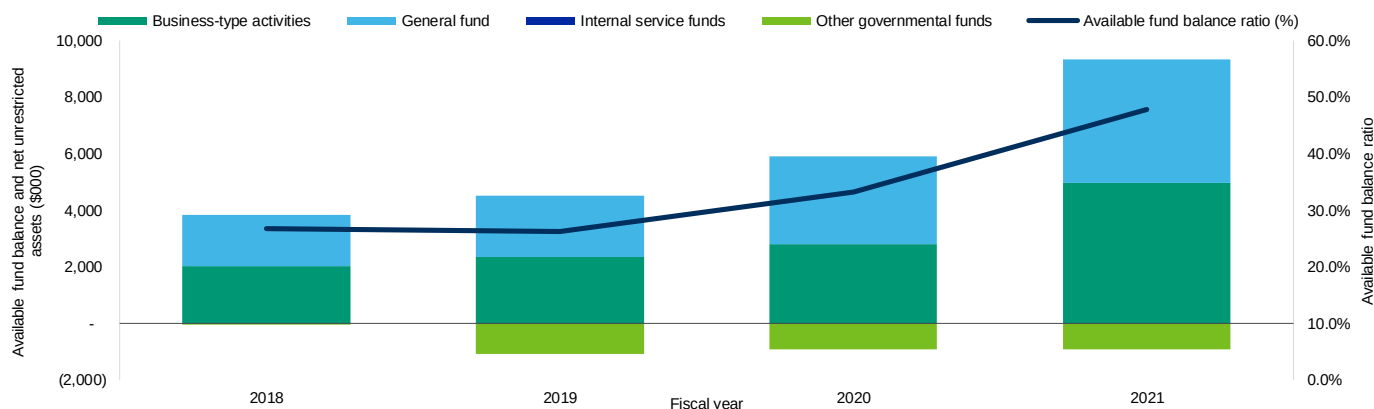
a call center and a distribution center. As of fiscal 2022, the concentration of top 10 property taxpayers was moderate at 13.2% of full value.

Financial operations

Exhibit 2

Reserve levels have been steadily improving in recent years

Available fund balance ratio, fiscal 2018-2021



Source: City of Kaufman, TX's audited financial statements, Moody's Investors Service

The city's financial position will remain strong and supported by prudent budget management and strong growth in assessed valuation. Fund balance and liquidity markedly improved in recent years and the city does not have any deficit spending that could result in a significant downward trend in reserves. Across all governmental funds and business-type activities, the city's available fund balance closed fiscal 2021 (ending September 30) at \$8.4 million, an amount equal to 47.8% of total annual revenue. As shown in Exhibit 2, the city's available fund balance has grown considerably in recent years and equally consists of reserves held in the general fund and enterprise funds.

Together, the city's governmental funds (primarily the general fund and debt service fund) account for roughly three quarters of total revenue. Both funds are primarily funded from property taxes, while sales taxes account for a significant share of general fund revenue. The significant growth in assessed valuation and sales tax revenue, as well as prudent management have allowed the city to gradually reduce its total tax rate while still significantly improving its reserve position. For fiscal 2022, the city expects an increase in total general fund balance between \$1.1 and \$1.2 million, while there are no plans to spend down existing fund balance. The city has a 90-day reserve requirement for the general fund and enterprise funds and currently maintains reserves significantly exceeding this requirement.

The largest revenue source of the general fund is derived of sales taxes, which fluctuate through the business cycle. However, annual sales tax allocations have been growing consistently over the past 10 years and performed well during the pandemic. Overall allocations for fiscal 2022 exceeded their fiscal 2021 levels by 13.6%, underpinned by the city's strong overall growth. While an outsized dependence on sales taxes exposes the city to potential revenue volatility over the long term, the city has ample leeway to raise its property tax rates if necessary.

The city's enterprise funds, which only account for roughly a quarter of total revenue, but 60% of available fund balance, also significantly increased their reserve position in recent years and do not have any plans to reduce their unrestricted net position through deficit spending.

Liquidity

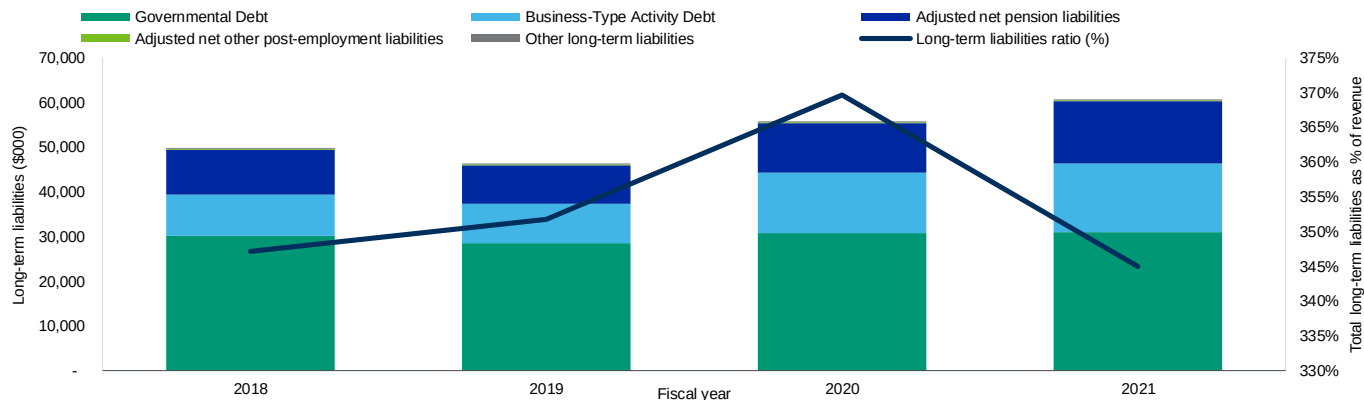
The city's cash position is strong, similarly to its fund balance levels. Approximately half of the city's liquidity is held in the general fund, while the enterprise funds and other governmental funds make up the remainder.

Leverage

Exhibit 3

Governmental debt drives elevated long-term liabilities

Long-term liabilities, fiscal 2018-2021



Source: City of Kaufman, TX's audited financial statements, Moody's Investors Service

The city's leverage will remain elevated, yet manageable due to the expectation of additional debt to fund growth-related capital needs. Governmental debt accounts for roughly half of the city's outstanding long-term liabilities, while the remainder is evenly split between enterprise debt and pension liabilities. Most of the city's outstanding debt is in the form of general obligation bonds and certificates of participation, for which the utility system is paying a certain share.

Of the \$46.4 million in outstanding debt, \$6.7 million is in the form of pass-through toll revenue bonds for which the city receives payments from the Texas Department of Transportation. After adjusting for the payments, as well as new issuance and principal repayment during fiscal 2022, the outstanding debt totals an estimated \$43.1 million.

In 2023, the city is expecting to issue new certificates of participation to fund an expansion of the city's utility infrastructure to accommodate new construction, including a new school. While size and timing have not yet been finalized, the city expects approximately \$4 million in new money.

Legal security

The largest share of the city's debt is in the form of limited tax general obligation debt, which is payable from a continuing ad valorem tax levied on all taxable property within the City within the limits prescribed by law.

Debt structure

All of the city's debt is fixed rate and matures over the long term.

Debt-related derivatives

The city is not party to any debt-related derivatives.

Pensions and OPEB

The city's pension liability is manageable. The city participates in a multiple employer agent defined benefit plan with the Texas Municipal Retirement System (TMRS). Moody's adjusted net pension liability was \$13.9 million as of fiscal 2021, an amount equal to 79% of annual revenue. Our ANPL metric uses the plan's reported fair market value of assets and adjusts the reported liabilities based on a market discount rate. The plan's current discount rate is 6.75%, whereas the discount rate used by Moody's was 2.5% as of the measurement date of the plan as reported in the city's financial statements. Favorably, the city's contributions have been above their tread water amounts for the last two fiscal years. Moody's tread water metric represents the annual contribution amount required to cover current year service cost and interest in the prior year net pension liability thus preventing the reported unfunded liability from growing assuming realization of all plan assumptions. Unlike our ANPL, the tread water contribution is calculated using an issuer's own pension plan discount rates.

The city also offers other post-employment benefits (OPEB) to eligible employees. Moody's adjusted net OPEB liability is approximately \$232,000, or 1.3% of annual revenue.

ESG considerations

Environmental

Kaufman is exposed to several environmental risks due to its location in north Texas, including medium risk for heat stress, water stress and extreme rainfall.

Social

Demographic and socioeconomic trends in the city are positive, with an unemployment rate that is roughly in line with statewide and national rates and increasing resident income. The proximity to the Dallas-Fort Worth metroplex also provides the city with ample employment opportunities.

Governance

The city is governed by an elected six-member council and a mayor. The city's budget management significantly improved in recent years, with audited financial results outperforming budgeted expectations, while reserve levels exceed the targets outlined in the city's fund balance policy.

Texas Cities have an institutional framework score of "Aa," which is strong. Institutional Framework scores measure a sector's legal ability to increase revenues and decrease expenditures. Revenues are largely derived from property taxes which tend to be highly stable and predictable, sales taxes which are moderately stable and predictable and other fees. As a result unpredictable revenue fluctuations tend to be minor, or under 5% annually. Cities have a moderate ability to raise revenues because most cities are at the sales tax cap set by state statute. Additionally, property taxes are subject to a statutory cap of \$25 per \$1,000 of assessed values, with no more than \$15 allocated for debt. Although most cities are well under the cap, cities can only increase their property tax revenues by 3.5% on existing property without voter approval on an annual basis; all increases above 3.5% must be approved by voters. Operating expenditures for cities tend to be highly stable and predictable with minor fluctuations under 5% annually. Cities also have a strong ability to reduce expenditures.

Rating methodology and scorecard factors

The US Cities and Counties Rating Methodology includes a scorecard, which summarizes the rating factors generally most important to city and county credit profiles. Because the scorecard is a summary, and may not include every consideration in the credit analysis for a specific issuer, a scorecard-indicated outcome may or may not map closely to the actual rating assigned.

Exhibit 4

Kaufman (City of) TX

	Measure	Weight	Score
Economy			
Resident income ratio	73.0%	10.0%	Baa
Full value per capita	71,402	10.0%	A
Economic growth metric	1.2%	10.0%	Aaa
Financial Performance			
Available fund balance ratio	47.8%	20.0%	Aaa
Liquidity ratio	47.7%	10.0%	Aaa
Institutional Framework			
Institutional Framework	Aa	10.0%	Aa
Leverage			
Long-term liabilities ratio	345.0%	20.0%	A
Fixed-costs ratio	20.8%	10.0%	Baa
Notching factors			
No notchings applied			
Scorecard-Indicated Outcome			Aa3
Assigned Rating			A1

Sources: US Census Bureau, Kaufman (City of) TX's financial statements and Moody's Investors Service

Appendix

Exhibit 5

Key Indicators Glossary

	Definition	Typical Source*
Economy		
Resident income ratio	Median Household Income (MHI) for the city or county, adjusted for Regional Price Parity (RPP), as a % of the US MHI	MHI: US Census Bureau RPP: US Bureau of Economic Analysis
Full value	Estimated market value of taxable property in the city or county	State repositories; audited financial statements; continuing disclosures
Population	Population of the city or county	US Census Bureau
Full value per capita	Full value / population	
Economic growth metric	Five year CAGR of real GDP for Metropolitan Statistical Area or county minus the five-year CAGR of real GDP for the US	Real GDP: US Bureau of Economic Analysis
Financial performance		
Revenue	Sum of revenue from total governmental funds, operating and non-operating revenue from total business-type activities, and non-operating revenue from internal services funds, excluding transfers and one-time revenue, e.g., bond proceeds or capital contributions	Audited financial statements
Available fund balance	Sum of all fund balances that are classified as unassigned, assigned or committed in the total governmental funds, plus unrestricted current assets minus current liabilities from the city's or county's business-type activities and internal services funds	Audited financial statements
Net unrestricted cash	Sum of unrestricted cash in governmental activities, business type activities and internal services fund, net of short-term debt	Audited financial statements
Available fund balance ratio	Available fund balance (including net current assets from business-type activities and internal services funds) / Revenue	
Liquidity ratio	Net unrestricted cash / Revenue	
Leverage		
Debt	Outstanding long-term bonds and all other forms of long-term debt across the governmental and business-type activities, including debt of another entity for which it has provided a guarantee disclosed in its financial statements	Audited financial statements; official statements
Adjusted net pension liabilities (ANPL)	Total primary government's pension liabilities adjusted by Moody's to standardize the discount rate used to compute the present value of accrued benefits	Audited financial statements; Moody's Investors Service
Adjusted net OPEB liabilities (ANOL)	Total primary government's net other post-employment benefit (OPEB) liabilities adjusted by Moody's to standardize the discount rate used to compute the present value of accrued benefits	Audited financial statements; Moody's Investors Service
Other long-term liabilities (OLTL)	Miscellaneous long-term liabilities reported under the governmental and business-type activities entries	Audited financial statements
Long-term liabilities ratio	Debt + ANPL + ANOL + OLTL / Revenue	
Fixed costs		
Implied debt service	Annual cost to amortize city or county's long-term debt over 20 years with level payments	Audited financial statements; official statements; Moody's Investors Service
Pension tread water contribution	Pension contribution necessary to prevent reported unfunded pension liabilities from growing, year over year, in nominal dollars, if all actuarial assumptions are met	Audited financial statements; Moody's Investors Service
OPEB contribution	City or county's actual contribution in a given period	Audited financial statements
Implied cost of OLTL	Annual cost to amortize city or county's other long-term liabilities over 20 years with level payments	Audited financial statements; Moody's Investors Service
Fixed-costs ratio	Implied debt service + Pension tread water + OPEB contributions + Implied cost of OLTL / Revenue	

*Note: If typical data source is not available then alternative sources or proxy data may be considered. For more detailed definitions of the metrics listed above please refer to the [US City and Counties Methodology](#).

Source: Moody's Investors Service

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REPORT NUMBER

1350986

CLIENT SERVICES

Americas	1-212-553-1653
Asia Pacific	852-3551-3077
Japan	81-3-5408-4100
EMEA	44-20-7772-5454

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 under construction	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	Ground breaking occurred 10/22	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			Drainage improvements under construction	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	On hold due to site issues	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/Exploring Grant Opportunities	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 & 2 complete. Start Phase 3.	2,4,5
Storm Drainage Projects	Public Works		1/29/2021	Phase 2 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	PO Issued	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 has project under design	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	Developer's agreements approved	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	Working on sale of property	4
Kings Fort Park	PW/Admin		7/27/2022	Grant Application Submitted 08/01/22	3,4,5
Hike & Bike Trail	Admin		7/27/2022	Master Concept Plan & First Segment complete	3,4,5
Sports Complex Football Fields/Lighting/Sha	PW/Admin		9/23/2022	Installation underway	3,4
Downtown Square Landscape Update	PW/Admin		9/23/2022	Bid award coming soon	3,4

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	01/28/2019 02/25/2019	1/21/2019	Complete 02/25/2019	
Realtor PID Training	Admin	NA		Complete 4/23/2019	
Fee Schedule Update	Development Serv		6/4/2019	Approved by Council	
Bureau Veritas Contract Update	Development Serv		6/4/2019	Approved by Council	
Park Master Plan Update	Parks & Rec	8/5/2019	10/23/2018	Approved by Council	
34/243 Signal Installation	Public Works		10/23/2018	Complete	
HR Coordinator	Admin		12/17/2018	Admin/HR Assistant Full-Time Sept. 30	
Agenda Software Installation/Training	Admin		10/23/2018	Complete	
5 Year CIP	Admin	11/25/2019	11/25/2019	Work Session 12/16/19	
Water & Street Impact Fee Update	Development Serv		6/10/2019	Council approved 12/16/19	
Intern Program	HR	TBD	12/10/2019	Policy to Council 3/30/20	3,5
WWTP Finance Application	Finance	11/13/2018	10/23/2018	GTUA Approval	5
PD/FD Safety Equipment Grant	Public Safety	TBD	3/3/2020	Application Submitted	1
Street Maintenance Priorities	PW/Admin		2/27/2019	List Presented to Council/Incorporated into 5 Year CIP	5
Traffic Signal 1388@34 Bypass	Admin		1/28/2020	Final Construction Underway	1
Solid Waste RFP	Admin	TBD	5/18/2020	Contract Finalized and Approved	4,5
PD Body Camera Grant	PD	4/27/2020	5/19/2020	Grant not awarded	1,5
Civic Center	Admin	7/22/2019		Accepted 01/25/21	2,3
Phase II - Street Bond	Public Works	10/28/2019	10/23/2018	Accepted 01/25/21	5
TxDOT Turnback	Admin	12/17/2018	11/6/2018	Accepted 01/25/21	2,3,5
City Lakes Park Fence	Public Works		1/26/2021	Complete	
Building Official	Development Serv		12/10/2020	Hired	
54-Acre Development	Development Serv	5/18/2020	10/23/2018	PD to Council 05/18/2020	2,3,4
Building Code Update	Development Serv	10/28/2019	6/4/2019	Approved O-28-19	5
Park Dedication Ordinance	Development Serv	1/25/2021	10/23/2018	PH continued to 2/22/2021	4,5
Police Department Server	PD		1/29/2021	Ordered thru TSM	1,5
Tree Mitigation Ordinance	Development Serv		2/24/2021	Approved	4,5
Kaufman Lake	Admin/PW		1/8/2019	Sold April 2021	2,4,5
Downtown Parking	Admin		1/16/2019	2 Hour Parking Signs going up	2
Fire Engine Replacement	FD	1/25/2021	1/25/2021	Lease Approved	1,5
Greenlight City/EDC Marketing	Admin/EDC		6/16/2020	Greenlight Retainer	1,2
Kaufman Square Speakers	Admin/PW	TBD	10/22/2019	Installation Complete	2,3
Fire Department 5 Year Plan	FD		8/26/2020	Presented at Council Retreat 4/2021	2,5
TIRZ #2	Admin		8/6/2020	PPFP Approved 082420	2,3,4
Tabor Parkway Expansion	PW/Admin			Complete	2,3,5
IT Services RFP	Admin		1/6/2022	Contract award 2/28/22	1,5
Marlow Development	Development Serv	4/22/2019	10/23/2018	Construction Underway	2
Recodification of City Ordinances	Admin	11/13/2018	10/23/2018	Franklin Review	5
Kaufman Estates	PW/Admin	10/28/2019		No Action	5
Sports Complex Parking Lot Paving	PW/Admin	4/25/2022	4/26/2022	Completed	4

December 8, 2022

To: City of Kaufman

From: Ashley Berryhill, Finance Director

Re: November 2022 -Kaufman (City) STARNow Ridership Report

TRIP INFORMATION:

	S	O	N	D	J	F	M	A	M	J	J	A	TOTAL
TRIPS	58	48	28										134
SERVICE DAYS	21	21	24										66
DAILY AVERAGE	2.8	2.3	1.2										6.2

Ridership KPIs

 Download

Completed Boardings ⓘ	Avg. Boardings Per Service Hr. ⓘ	Boarding Cancellations ⓘ	Boarding Cancellations (No-Show) ⓘ	Cancellation Percentage ⓘ	
28	0.11	16	0	36.36 %	
Cancellation Percentage (No Show) ⓘ	Total Requests ⓘ	Completed Requests ⓘ	No Drivers Available Requests ⓘ	Request Cancellations ⓘ	
0 %	44	28	0	16	
Request Cancellations (No Show) ⓘ	Avg. # of Requests per Rider ⓘ	Avg. Travel Duration ⓘ	Avg. Travel Distance ⓘ	Mean Wait Time ⓘ	Median Wait Time ⓘ
0	3.5	7.22 min	1.35 mi	169.53 min	167.05 min
Bookings from Admin Panel ⓘ	Bookings from Rider Mobile App ⓘ	Bookings from Rider Web ⓘ	Flag Down Bookings ⓘ	Avg. # Riders per Request ⓘ	
96.43 %	3.57 %	0 %	0 %	1	

Response Summary:

	Responses	Transports	Exceptions	Compliance %	Transport %
Priority 1 <8:59	43	29	5	88%	67%
Priority 2 <11:59	83	54	5	94%	65%
Priority 3 <14:59	21	15	1	95%	71%
Emergency Transfers<0:29:59	85	83	49	42%	98%
Non-Emergency Transfers<0:15	41	40	10	76%	98%
Helicopter	14	14			
Totals	287	235		92.51%	67.98%

Transport Summary:

	Number	Percentage
Baylor Scott and White Dallas	9	4%
Baylor Scott and White Sunnyvale	9	4%
Baylor Scott and White Lakepointe Rowlett	0	0%
Baylor Scott and White Lakepointe Forney	1	0%
Childrens Medical Center	5	2%
Dallas Regional Medical Center	3	1%
Medical City Dallas	0	0%
Parkland	0	0%
Texas Health-Dallas	69	31%
Texas Health- Kaufman	66	30%
Texas Health -Plano	8	4%
Texas Health-Rockwall	2	1%
UT Health- Athens	0	0%
UT Health- Tyler	2	1%
UT Health- Cedar Creek	0	0%
VA Medical Center Dallas	0	0%
Other Hospitals	17	8%
Nursing home, residence, other	30	14%
	221	100%

	Number	% of Total
Patient Refusal/Treat No Transport	32	62%
Pt is DOS	1	2%
Cancellation- No Patient	19	37%
	52	100%

Average Response Time

City Wide--Emergency Calls

0:07:15

	Responses	Exceptions	
Last 100 Calls			
Priority 1	100	11	89%
Priority 2	100	7	93%
Priority 3	100	8	92%



KAUFMAN FIRE DEPARTMENT MONTHLY DASHBOARD REPORT NOVEMBER 2022



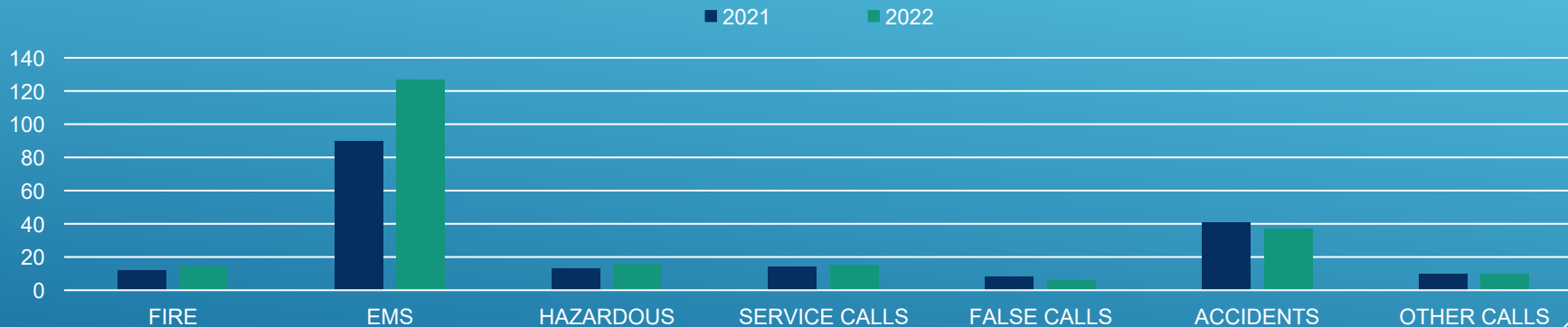


FIRE NOVEMBER 2022 ACTIVITY

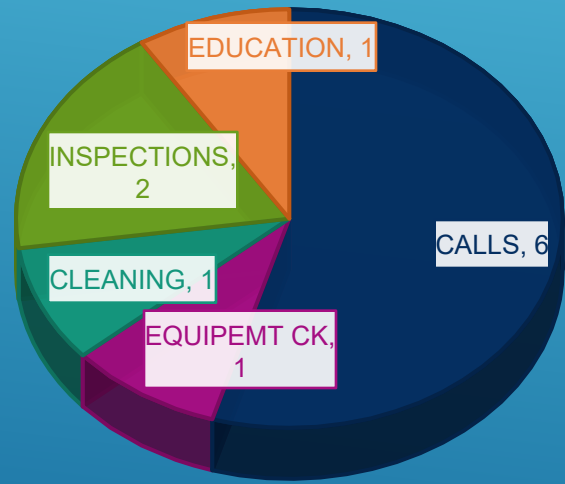
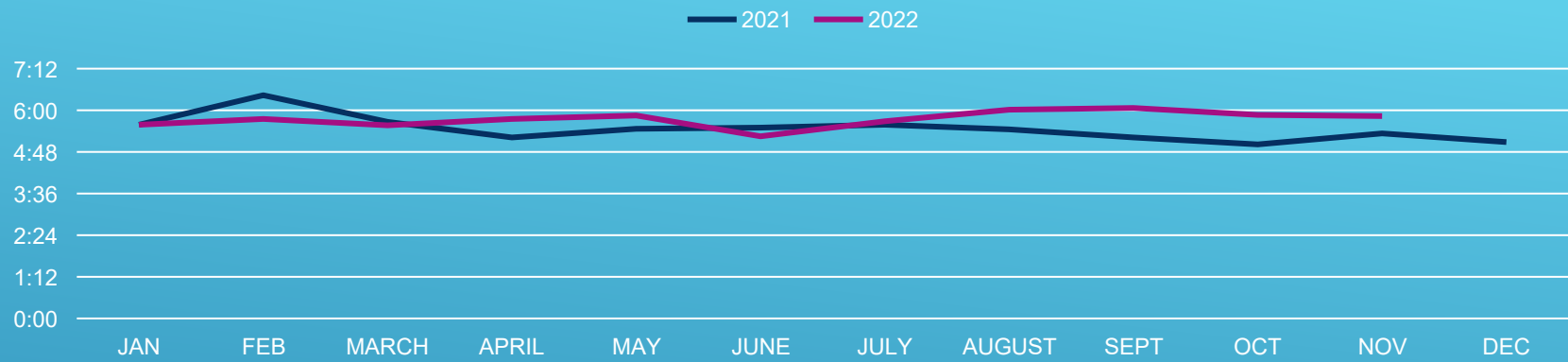
	2021 NOV	2022 NOV	MONTHLY INCREASE	FISCAL YTD OCT.21 TO NOV 21	FISCAL YTD OCT.22 TO NOV 22	FISCAL YTD INCREASE
FIRE CALLS	12	14	17%	22	28	27%
RESCUE & EMERGENCY MEDICAL SERVICES	90	127	41%	186	248	33%
HAZARDOUS CONDITIONS	13	16	23%	29	29	0%
SERVICE / GOOD INTENT CALLS	14	15	7%	25	30	17%
FALSE ALARMS	8	6	-25%	15	14	-7%
ACCIDENTS	41	37	-10%	88	70	-26%
OTHER INCIDENTS	10	10	0%	12	13	8%
TOTAL CALLS	188	207	20%	377	432	13%



NOVEMBER 2022

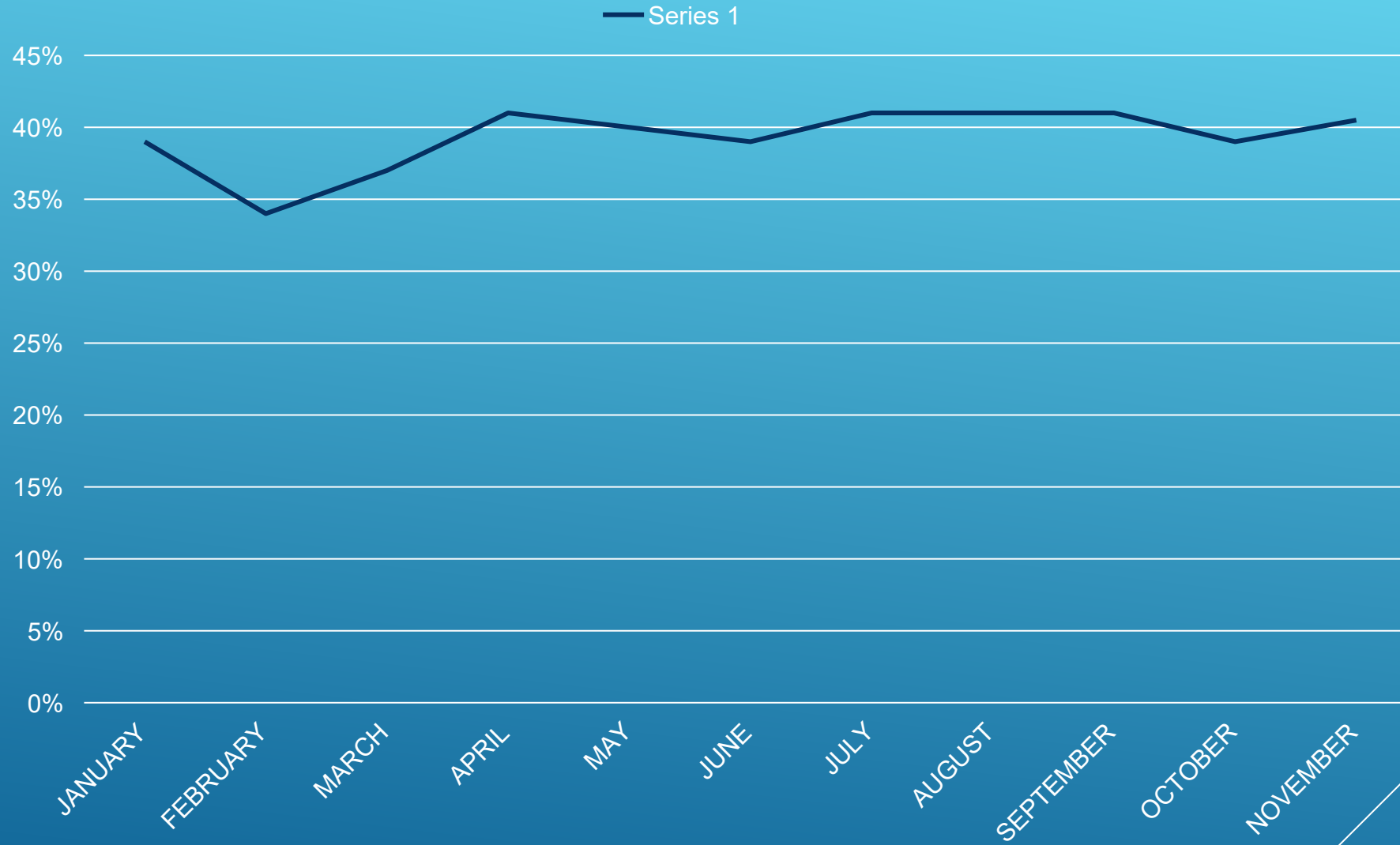


MONTHLY RESPONSE TIMES



SHIFT HOURLY UTILIZATION 41 %
NFPA NATIONAL STANDARDS 25% TO 30% MAXIMUM

MONTHLY HOURLY UTILIZATION



NOVEMBER PREVENTION REVIEW

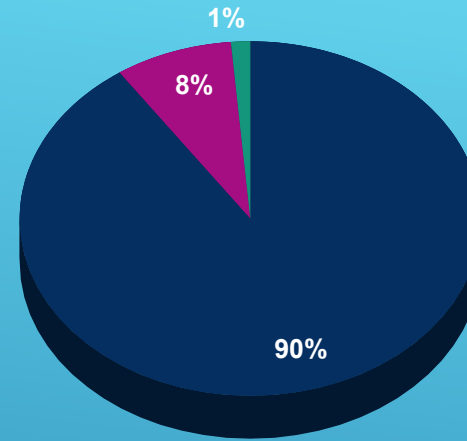
3 DEVELOPMENT PLANS REVIEWED

CONDUCTED 17 FIRE SAFETY
INSPECTIONS

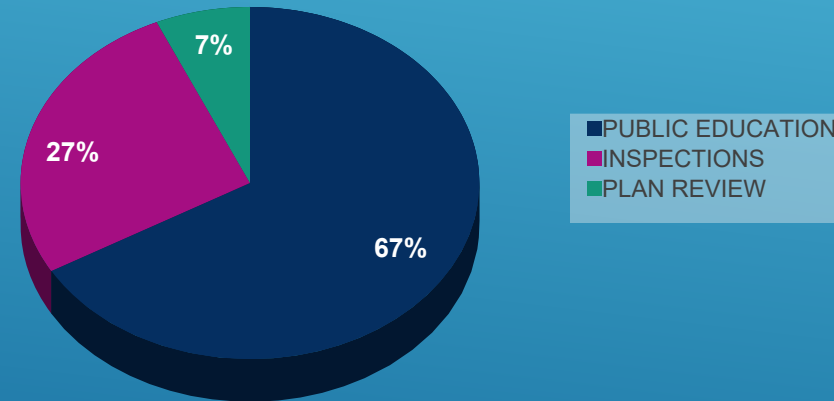
PERFORMED 1 CONSTRUCTION
SITE FIRE SPRINKLER HYDRO
TESTS

PASSED OUT FIRE PREVENTION
MATERIALS TO APPROX. 2400
CITIZENS

YEARLY 2022



NOVEMBER 2022



NOVEMBER 2022



PERSONNEL CONTINUING EDUCATION

FIRE

FORCIBLE ENTRY

EMS

SKILLS CHECKOFF

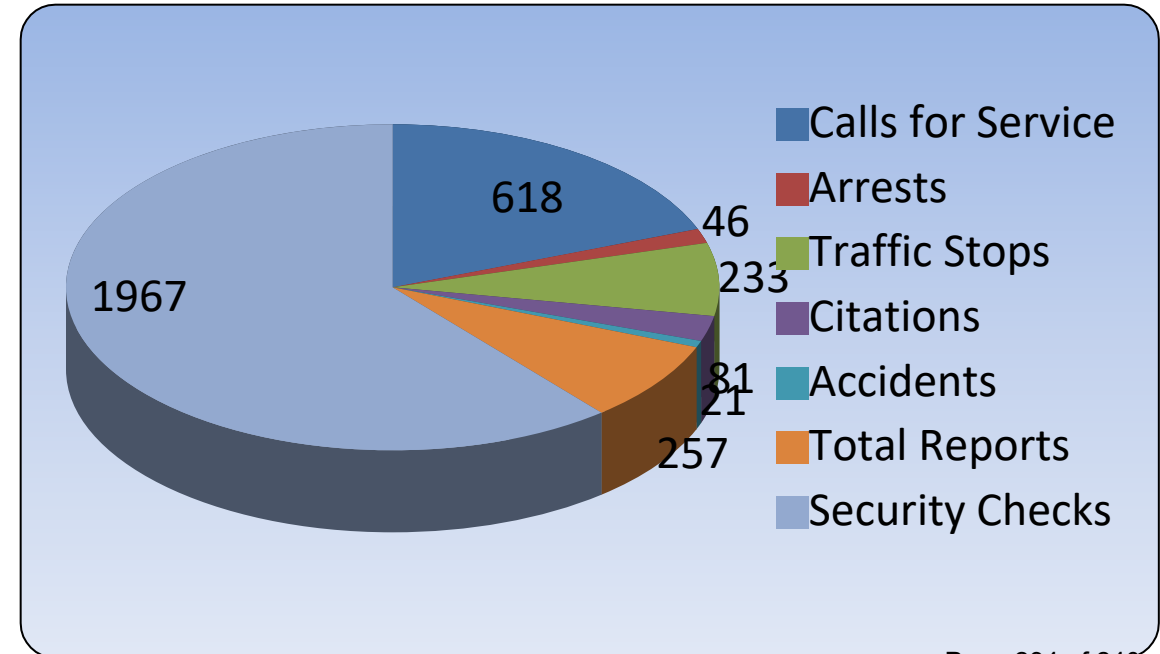
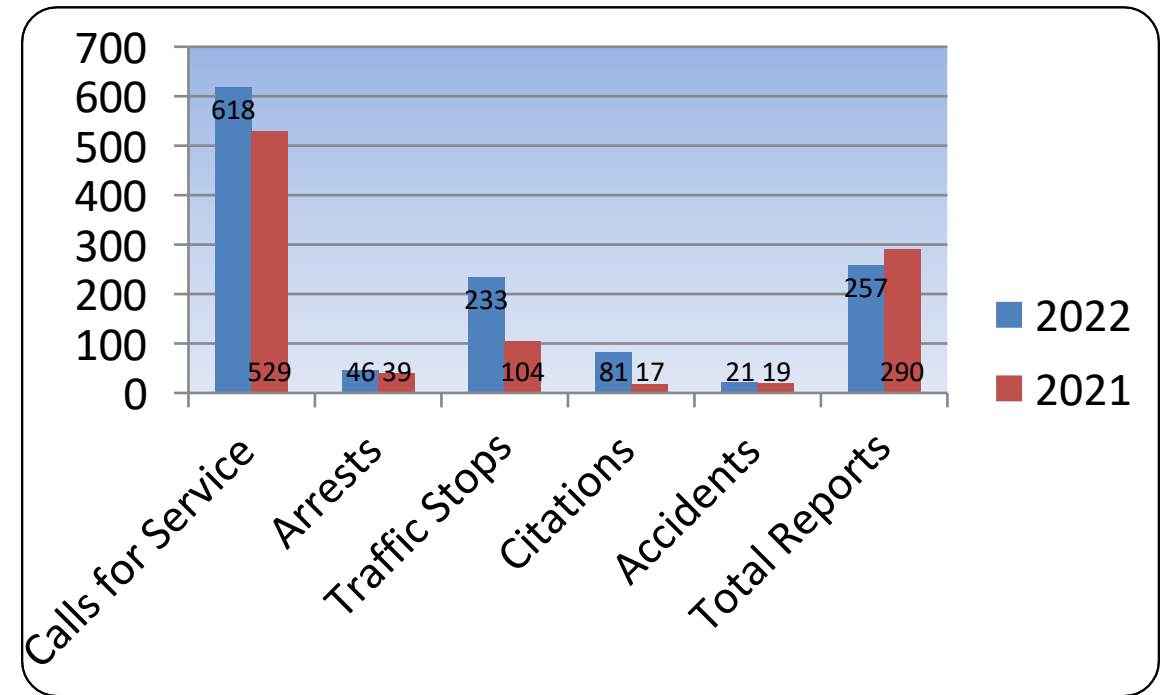


KAUFMAN POLICE DEPARTMENT

PATROL ACTIVITY NOVEMBER 2022

November 2022, Kaufman Police Department's Patrol Division Activity:

- **618** Calls For Service, Including Accidents
- **21** Traffic Accidents
- Completed **566** Homes, Parks, & Business Checks
- Completed **233** Traffic Stops
- Completed **281** Incident Reports
- Made **46** Arrests
- Total reports: 257
- Average monthly response time to calls is **3:30** minutes.



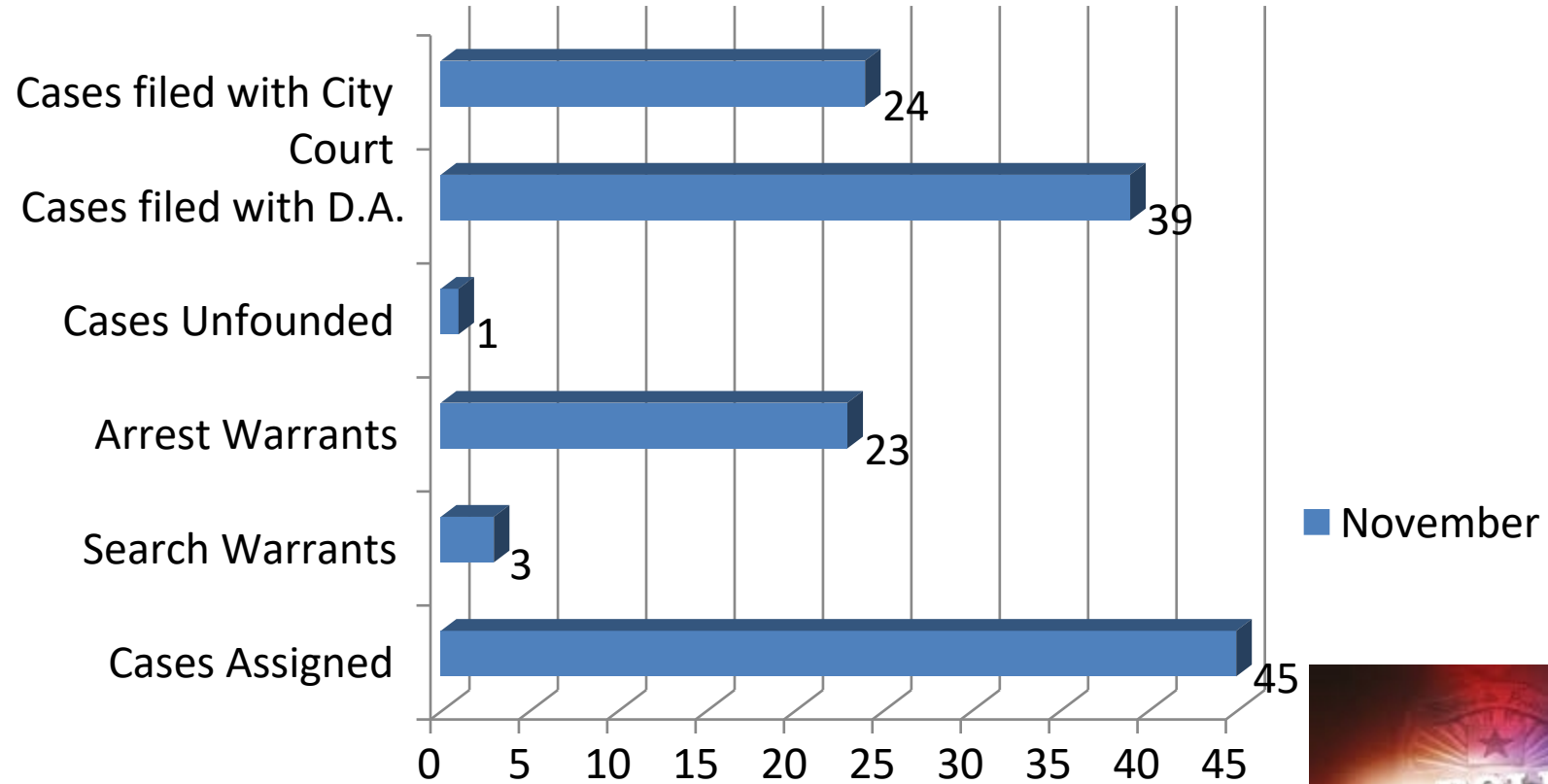
Community Engagement November 2022

Social Media Posts, Facebook Followers 12,078.

Events attended by Kaufman Police Department employees:

- Posted Facebook reminder for drivers to turn on their headlights during inclement weather.
- Posted Facebook of a fog advisory.
- Posted Facebook from North Texas Municipal Water District lawn information.
- Posted Facebook from US National Weather Service Fort Worth Texas of a severe weather notifications.
- Posted Facebook from Kaufman Downtown Merchants “Holiday Open House” information.
- Posted Facebook from City of Kaufman Events “Vendor Registration” for 2022 Kaufman Christmas on the Square / Parade.
- Posted Facebook of a major accident on Highway 175 at the 243 split.
- Posted Facebook from Kaufman County Breaking News of a tornado watch.
- Posted Facebook from City of Kaufman on General Election Day information.
- Posted Facebook from Kaufman ISD the KHS Band send-off to State Competition.
- Assisted with traffic control around the city for KHS Band send-off.
- Posted Facebook from City of Kaufman of City Hall closing.
- Posted Facebook from City of Kaufman of Veteran’s Day Celebration at the Kaufman County Veteran’s Memorial Park.
- Posted Facebook from Kaufman County Sheriff’s Department of a Fentanyl Arrest and drug information.
- Posted Facebook from Kaufman ISD of the Bi-District Playoff football game against Wills Point, Kaufman winning 41-0.
- Posted Facebook of Sergeant Ryan Wagner interacting with the community kids, playing football.
- Posted Facebook from The Center information on Kaufman Turkey Trot Fun Run 2022.
- Posted Facebook from NHTSA for National Seat Belt Day.
- Posted Facebook of Officer Ty’Annah Bolden and Officer Seth Steeves interacting with the community kids, playing basketball.
- Posted Facebook of multiple found animals found around the city.
- Posted Facebook from The Kaufman Herald that missing person, Faith Tigrett, of Log Cabin, Texas, had been located.
- Posted Facebook from Kaufman Turkey Trot of registration.
- Posted Facebook from City of Kaufman regarding Republic trash collection date change for the holiday.
- Posted Facebook from Kaufman County from The Friends of Kaufman County Veteran’s Park / Wreaths Across America.
- Posted Facebook from City of Kaufman of City Hall Closure for Thanksgiving.
- Posted Facebook from Kaufman County Sheriff’s Department regarding down phone lines.
- Posted Facebook from Terrell Police Department of two theft suspects at Sunglass Hut, 301 Tanger Drive.
- Posted Facebook from The Center regarding FREE bakery.
- Posted Facebook from City of Kaufman Events regarding Christmas on the Square / Parade.
- Posted Facebook regarding a police pursuit and press release.



Kaufman Criminal Investigations Division
November 2022

	Cases Assigned	Search Warrants	Arrest Warrants	Cases Unfounded	Cases filed with D.A.	Cases filed with City Court
November	45	3	23	1	39	24



KAUFMAN POLICE DEPARTMENT

ANIMAL CONTROL REPORT NOVEMBER 2022

November 2022, Kaufman Animal Control Responded To-

- 50 Calls For Service
- 2 Follow-up Calls
- Warnings Issued – 105
- Citations Issued – 2
- Traps Set - 1

Domestic Animals Captured

On Calls – 18

On View – 0

Animals Turned Over

Owner – 2

To Humane Society – 14

Dead Animals Recovered: - 4

Non-Domestic Animals Captured – 0





Development Services
November Monthly Report
Permits Issued: 11/01/2022-11/30/2022

Permit Title	Project Address	Credential Contacts	Permit Issued Date	Valuation	Project SQ. FT.	Total Fees Collected
Commercial New Building Permit	2691 E Hwy 175	Justin Fivcoat (General Contractor)	11/10/2022 at 3:58 PM	\$696,000.00	23200	\$13,663.20
Residential New Permit	401 E Oak St.	Axel Mendez (General Contractor)	11/10/2022 at 10:21 AM	\$185,000.00	1934	\$1,879.20
Solar Panel Permit	4009 Three Forks Rd.	Peter Koski (Electrical Contractor)	11/01/2022 at 8:38 AM	\$15,456.00		\$545.90
Residential New Permit	4021 Three Forks Rd.	Ruben Reyna (General Contractor)	11/09/2022 at 12:09 PM	\$366,000.00	2188	\$4,700.05
Residential New Permit	3919 Holly Springs Ln.	Ruben Reyna (General Contractor)	11/09/2022 at 12:14 PM	\$364,000.00	2173	\$4,700.05
Residential New Permit	3913 Holly Springs Ln.	Ruben Reyna (General Contractor)	11/09/2022 at 12:16 PM	\$393,000.00	2398	\$4,700.05
Residential New Permit	3911 Holly Springs Ln.	Ruben Reyna (General Contractor)	11/09/2022 at 12:19 PM	\$479,000.00	3417	\$4,700.05
Alcohol Beverage Permit	1502 S Washington St.	Rupa KC (Permit Holder)	11/30/2022 at 4:21 PM	\$0.00		\$77.25
Alcohol Beverage Permit	2235 S Washington St.	Dean Fannin (Business Manager)	11/18/2022 at 9:38 AM	\$0.00		\$60.00
Alcohol Beverage Permit	1807 S Houston St.	Rubio Holdings (Permit Holder)	11/03/2022 at 12:39 PM	\$0.00		\$500.00
Alcohol Beverage Permit	600 E Mulberry	Christopher Focken (Business Manager)	11/09/2022 at 4:02 PM	\$0.00		\$60.00
Alcohol Beverage Permit	2006 S Washington St.	Kountry Korner (Permit Holder)	11/10/2022 at 4:39 PM	\$0.00		\$60.00
Alcohol Beverage Permit	2250 S Washington St.	Tall Timber Pizza Hut (Permit Holder)	11/09/2022 at 9:31 AM	\$0.00		\$1,500.00
Alcohol Beverage Permit	100 Crossroads Dr., A	Isauro Marroquin (Permit Holder)	11/08/2022 at 1:09 PM	\$0.00		\$60.00
Plumbing Permit	9 Oak Creek Dr , B	Julius Higgins (Plumbing Contractor)	11/08/2022 at 1:30 PM	\$450.00		\$82.40
Plumbing Permit	307 E Hickory St.	Daniel Morgan (Plumbing Contractor)	11/08/2022 at 1:59 PM	\$1,000.00		\$82.40
Foundation Repair	1407 S Dallas St.	Thomas Kidd (Foundation Contractor)	11/07/2022 at 10:03 AM	\$10,572.00		\$82.40
Lone Star Credit Union - Fire Alarm	750 E Highway 175	James Lemons (Fire Alarm Systems)	11/08/2022 at 8:05 AM	\$13,800.00		\$280.00
Roof (Repair or Replace)	102 W 8th St.	Cynthia Escogido (General Contractor)	11/09/2022 at 9:23 AM	\$7,000.00		\$82.40
Roof (Repair or Replace)	401 W 8th St.	Harbinder Malhi (General Contractor)	11/09/2022 at 1:56 PM	\$5,000.00		\$80.00
Fire Alarm, Fire Lane, Fire Sprinkler, Fire Suppression (Vent-a-Hood)	101 W Mulberry St., Suite A - downstairs	Young Yi (Fire Alarm Systems)	11/28/2022 at 4:20 PM	\$7,000.00		\$185.40
Fire Alarm, Fire Lane, Fire Sprinkler, Fire Suppression (Vent-a-Hood)	101 W Mulberry St., Suite A - downstairs	Young Yi (Fire Sprinkler Systems)	11/28/2022 at 4:21 PM	\$7,000.00		\$185.40
Driveway, Parking Lot or Sidewalk Permit	1205 E 1st North St.	Enrique Lopez (General Contractor)	11/10/2022 at 12:59 PM	\$1,500.00		\$80.00
Plumbing Permit	501 E 9th St.	Brad Bacon (Plumbing Contractor)	11/14/2022 at 3:03 PM	\$4,020.00		\$82.40
Sign Permit	9 Oak Creek Dr , B	Herman Lockhart (Electrical Signs)	11/16/2022 at 4:34 PM	\$250.00		\$82.40
Sign Permit	9 Oak Creek Dr , B	Herman Lockhart (Electrical Signs)	11/16/2022 at 4:37 PM	\$1,750.00		\$164.80
Foundation Repair	200 E Elmo St.	Tomas Alvarez (Foundation Contractor)	11/15/2022 at 2:53 PM	\$9,000.00		\$82.40
Residential New Permit	1834 Pecan Valley Dr.	Candace Gillespie (General Contractor), Philip Martin (General Contractor)	11/28/2022 at 9:41 AM	\$303,990.00	2000	\$4,971.55
Residential New Permit	1703 Bent Creek Dr.	Candace Gillespie (General Contractor), Philip Martin (General Contractor)	11/30/2022 at 9:42 AM	\$376,990.00	3040	\$5,292.91
Fence Permit	1200 S Jackson	James Polk (General Contractor)	11/15/2022 at 2:52 PM	\$2,300.00		\$82.40
Residential New Permit	1620 Knoll Crest Dr.	Candace Gillespie (General Contractor), Philip Martin (General Contractor)	11/28/2022 at 10:42 AM	\$296,990.00	1826	\$4,917.79
Residential New Permit	1504 Running Brooks Ct.	Candace Gillespie (General Contractor), Philip Martin (General Contractor)	11/28/2022 at 10:46 AM	\$320,490.00	2178	\$5,026.55
Residential New Permit	1506 Running Brooks Ct.	Candace Gillespie (General Contractor), Philip Martin (General Contractor)	11/30/2022 at 9:43 AM	\$326,990.00	2402	\$5,095.77
Residential New Permit	1802 Pecan Valley Dr.	Candace Gillespie (General Contractor), Philip Martin (General Contractor)	11/30/2022 at 9:48 AM	\$397,990.00	3326	\$5,381.29
Residential New Permit	1810 Pecan Valley Dr.	Candace Gillespie (General Contractor), Philip Martin (General Contractor)	11/30/2022 at 9:40 AM	\$317,990.00	2409	\$5,097.93
Residential New Permit	1812 Pecan Valley Dr.	Candace Gillespie (General Contractor), Philip Martin (General Contractor)	11/30/2022 at 9:44 AM	\$326,990.00	2402	\$5,095.77
Residential New Permit	1830 Pecan Valley Dr.	Candace Gillespie (General Contractor), Philip Martin (General Contractor)	11/28/2022 at 9:50 AM	\$367,490.00	2937	\$5,261.08
Residential New Permit	1832 Pecan Valley Dr.	Candace Gillespie (General Contractor), Philip Martin (General Contractor)	11/28/2022 at 10:08 AM	\$292,990.00	1826	\$4,917.79
Residential New Permit	1820 Pecan Valley Dr.	Candace Gillespie (General Contractor), Philip Martin (General Contractor)	11/28/2022 at 9:43 AM	\$314,990.00	2178	\$5,026.55
Residential New Permit	1818 Pecan Valley Dr.	Candace Gillespie (General Contractor), Philip Martin (General Contractor)	11/28/2022 at 8:58 AM	\$299,990.00	1968	\$4,961.68
Residential New Permit	1816 Pecan Valley Dr.	Candace Gillespie (General Contractor), Philip Martin (General Contractor)	11/28/2022 at 9:49 AM	\$296,990.00	1826	\$4,917.79
Residential New Permit	1836 Pecan Valley Dr.	Candace Gillespie (General Contractor), Philip Martin (General Contractor)	11/30/2022 at 9:32 AM	\$392,990.00	2409	\$5,097.93
Residential New Permit	1616 Knoll Crest Dr.	Candace Gillespie (General Contractor), Philip Martin (General Contractor)	11/28/2022 at 10:41 AM	\$310,990.00	2159	\$5,020.68
Residential New Permit	1618 Knoll Crest Dr.	Candace Gillespie (General Contractor), Philip Martin (General Contractor)	11/30/2022 at 9:41 AM	\$321,990.00	2428	\$5,103.80
Residential New Permit	1804 Pecan Valley Dr.	Candace Gillespie (General Contractor), Philip Martin (General Contractor)	11/28/2022 at 8:56 AM	\$296,990.00	1826	\$4,917.79
Residential New Permit	1806 Pecan Valley Dr.	Candace Gillespie (General Contractor), Philip Martin (General Contractor)	11/28/2022 at 10:43 AM	\$299,990.00	1967	\$4,961.35
Residential New Permit	1831 Pecan Valley Dr.	Candace Gillespie (General Contractor), Philip Martin (General Contractor)	11/30/2022 at 9:31 AM	\$326,990.00	2402	\$5,095.77
Residential New Permit	1833 Pecan Valley Dr.	Candace Gillespie (General Contractor), Philip Martin (General Contractor)	11/28/2022 at 10:01 AM	\$314,990.00	2178	\$5,026.55
Residential New Permit	1808 Pecan Valley Dr.	Candace Gillespie (General Contractor), Philip Martin (General Contractor)	11/28/2022 at 9:39 AM	\$314,990.00	2178	\$5,026.55
Residential New Permit	1902 Sandy Knoll Dr.	Candace Gillespie (General Contractor), Philip Martin (General Contractor)	11/30/2022 at 9:46 AM	\$326,990.00	2402	\$5,095.77
Residential New Permit	1829 Pecan Valley Dr.	Candace Gillespie (General Contractor), Philip Martin (General Contractor)	11/28/2022 at 10:44 AM	\$299,990.00	1968	\$4,961.66
Residential New Permit	1622 Knoll Crest Dr.	Candace Gillespie (General Contractor), Philip Martin (General Contractor)	11/30/2022 at 9:45 AM	\$322,990.00	2404	\$5,096.39
Residential New Permit	1624 Knoll Crest Dr.	Candace Gillespie (General Contractor), Philip Martin (General Contractor)	11/28/2022 at 10:48 AM	\$304,490.00	1968	\$4,961.66
Plumbing Permit	1314 Royal Dr.	Raul Alvarado (Plumbing Contractor)	11/17/2022 at 11:55 AM	\$1,497.00		\$82.40
Plumbing Permit	1617 Anthony St.	Mark Burchett (Plumbing Contractor)	11/16/2022 at 3:50 PM	\$300.00		\$82.40
Driveway (TxDot Only)	1605 Rand Rd.	Jeremy McLain (General Contractor)	11/16/2022 at 4:12 PM	\$8,000.00		\$185.40
Plumbing Permit	1506 Marshall St.	Travis Adams (Plumbing Contractor)	11/17/2022 at 10:35 AM	\$1,200.00		\$82.40
Construction Trailer	1901 Sandy Knoll Dr.	Candace Gillespie (General Contractor), Philip Martin (General Contractor)	11/17/2022 at 2:47 PM	\$30,000.00		\$3,311.50
Construction Trailer	1522 Running Brooks Ct.	Candace Gillespie (General Contractor), Philip Martin (General Contractor)	11/17/2022 at 2:59 PM	\$30,000.00		\$3,311.50
Sign Permit	1606 S Washington St.	Jhوناتan Alvarado (General Contractor)	11/18/2022 at 9:18 AM	\$2,050.00		\$267.80
Solar Panel Permit	901 S Houston St.	Gregory Butterfield (General Contractor)	11/21/2022 at 10:41 AM	\$75,000.00		\$545.90
Foundation Repair	401 N Jefferson St.	April Drury (General Contractor)	11/30/2022 at 9:49 AM	\$25,405.00		\$82.40
Plumbing Permit	1607 Lee St.	Brandyn Hazzard (Plumbing Contractor)	11/21/2022 at 10:25 AM	\$500.00		\$82.40
Demolition (R)	1704 S Houston St.	Jeremy Farmer (General Contractor)	11/22/2022 at 11:05 AM	\$6,000.00		\$120.00
Residential Addition, Remodel or Repair	206 W 2ND NORTH St.	SCOTT DOUGHMANN (General Contractor)	11/28/2022 at 10:49 AM	\$5,632.00		\$185.40
Electrical Permit	1900 S Jackson	Randall Gardner (Electrical Contractor)	11/28/2022 at 4:10 PM	\$1,000.00		\$82.40
Electrical Permit	1114 E 1ST NORTH St.	John Small (Electrical Contractor)	11/29/2022 at 3:23 PM	\$6,800.00		\$80.00
				\$10,837,732.00	91,917.00	\$173,672.80

JANUARY 2023

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2 City Hall Closed- New Years	3 Planning & Zoning Meeting	4	5	6	7
8	9	10	11	12	13	14
15	16 City Hall Closed- MLK Day	17 KKBB	18 First Day to File for Election	19 Parks & Rec Meeting	20	21
22	23 Regular City Council Meeting	24	25	26	27	28
29	30	31				

FEBRUARY 2023

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4
5 Kaufman County Day	6 Kaufman County Day	7 Planning & Zoning Meeting	8	9	10	11
12	13	14 KEDC	15	16 Parks & Rec Meeting	17 Last Day to File for Election	18
19	20 City Hall Closed- President's Day	21 KKBB	22	23	24	25
26	27 Regular City Council Meeting	28 Chamber Banquet				