AGENDA
WORK SESSION &
REGULAR CITY COUNCIL MEETING
MONDAY, OCTOBER 24, 2022 - 5:00 PM
CITY HALL COUNCIL CHAMBERS
209 S. WASHINGTON STREET
KAUFMAN, TEXAS 75142
AND VIA VIDEOCONFERENCE/TELECONFERENCE

This meeting will be held using videoconferencing/teleconferencing technology with public access via:
WWW.ZOOM.US/JOIN OR
(888)788-0099 (TOLL FREE)
MEETING/WEBINAR ID: 870 3436 0003
PASSWORD: 270462

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

1. Discussion regarding the Public Improvement District.

ADJOURNMENT

PLEDGE OF ALLEGIANCE

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

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

RECOGNITION

2. Police Department- Academy Graduate presentation and discussion

3. Business of the Month- Barry J. Pierce, CPA

CONSENT AGENDA

4. Consider and take appropriate action on the minutes from the September 26, 2022, Joint TIRZ #2 and Regular City Council Meeting.

5. Consider and take appropriate action on the minutes from the October 3, 2022, Special City Council Meeting.

6. Consider and take appropriate action on Resolution R-35-22, a resolution of the City Council of the City of Kaufman, Texas, authorizing the City Manager to enter into an Agreement with the Texas Department of Transportation to close the Kaufman County Courthouse Square on December 3, 2022, from 9:00 A.M. to 10:00 P.M. for the Kaufman "Christmas On The Square."

7. Consider and take appropriate action on Resolution R-36-22, a resolution of the City Council of the City of Kaufman, Texas, authorizing the City Manager to enter into an Agreement with the Texas Department of Transportation to close SH 34 (South Washington St) for the purpose of a Lighted Christmas Parade on December 3, 2022, from 6:00 p.m. to 8:00 p.m.

8. Consider and take appropriate action on a contract for administrative services between the Kaufman Economic Development Corporation and the City of Kaufman; and authorize the mayor and his designee to execute necessary documents.

END OF CONSENT AGENDA

DISCUSSION/ACTION ITEMS

9. Consider and take appropriate action on the **Interlocal Development Agreement for Water and Sewer Lines and Roadways** between **Kaufman Independent School District** and the **City of Kaufman**, for the development of new elementary and junior high school campuses and other related facilities on approximately 85.213 acres out of the W.M. Peters Survey, Abstract No. 407, said property being located on the north side of SH 243 and the west side of FM 2727 (Property ID 187223 & 51233); and authorizing the Mayor or designee to execute necessary documents.

10. Consider and take appropriate action on the **Final Plat of Belmont** consisting of an approximate 2.055 acres out of the D. Falcon Survey, Abstract No. 151, City of Kaufman, said property being located at the northwest corner of Tabor Parkway and Lions Den Trail (Property ID 5321). The property is zoned TH Townhouse Residential District. (Case No. FP-09-22)

11. Consider and take appropriate action on the **Land Study and Preliminary Plat of Five Points** consisting of an approximate 99.520 acres of land out of the T. Jefferson Survey, Abstract No. 255 and the D. Falcon Survey, Abstract No. 151, City of Kaufman, said property being located on the northwest side of S. Washington St. at Five Points Dr. (Property ID 54860 & 54862). The property is zoned PD-22 Planned Development-22. (Case No. PP-04-22)

12. Consider and take appropriate action on the **Preliminary Plat of Kings Fort Addition, Block A, Lots 5-A, 5-B and 5-C**, being a partial tract of land containing approximately 4.18 acres (Property ID 5404), situated in the D. Falcon Survey, Abstract No. 151, City of Kaufman, Kaufman County, Texas. The property is zoned Planned Development-15 ("PD-15") and is generally located on Kings Fort Parkway, south of Meara Drive. The preliminary plat is for 3 commercial lots. (Case No. PP-05-22)

13. Consider and take appropriate action on the **Site Plan for two hotels and one restaurant**,

situated on approximately 4.18 acres of land out of D. Falcon Survey, Abstract No. 407, City of Kaufman, and being located on the southwest side of Kings Fort Parkway at Meara Drive (Property ID 5404). The property is zoned PD-15-C Planned Development-15-Commercial. (Case No. SP-04-22)

14. Consider and take appropriate action on the **Site Plan of J.R. Phillips Elementary School**, situated on approximately 85.213 acres of land out of the W.M. Peters Survey, Abstract No. 407, City of Kaufman, and being located on the north side of SH 243 and the west side of FM 2727 (Property ID 187223 & 51233). The property is zoned A-O Agriculture-Open District. (Case No. SP-01-22)

15. Consider and take appropriate action on Resolution R-37-22, a resolution of the City Council of the City of Kaufman, Texas, accepting an Amended and Restated Service and Assessment Plan for authorized improvements within the Kaufman Public Improvement District No. 1 including a proposed assessment roll for Phases #2A-2B; setting a date for public hearing on amendments to the service and assessment plan and proposed assessment roll for Phases #2A-2B and to the levy of assessments in the district; authorizing the publication and mailing of notice; and enacting other provisions relating thereto.

ANNOUNCEMENTS AND REPORTS FROM CITY MANAGER

16. Receive an update and discussion regarding the following:

    a. Freeman Farm Update

    b. Highland Meadow Update

    c. South Pointe Update

    d. Senior Citizen Building Update

    e. Melody Circle Update

    f. Discussion Items Report (DIR)

    g. STAR Transit Ridership Report- September 2022

    h. Careflite Compliance Report- September 2022

    i. Fire Department Monthly Report- September 2022

    j. Police Department Monthly Report- September 2022

    k. Development Services Monthly Report- September 2022

    l. Monthly Calendars Attached

ADJOURNMENT

I, JESSIE HANKS, CITY SECRETARY, DO HEREBY CERTIFY THAT THIS NOTICE OF MEETING WAS POSTED ON THE WINDOW AT KAUFMAN MUNICIPAL COMPLEX, 209 S. WASHINGTON, KAUFMAN, TEXAS, A PLACE CONVENIENT AND READILY ACCESSIBLE TO THE GENERAL PUBLIC AT ALL TIMES AND SAID NOTICE WAS POSTED AT THE KAUFMAN MUNICIPAL COMPLEX, 209 S. WASHINGTON, KAUFMAN, TEXAS AT 4:30 P.M. ON FRIDAY, OCTOBER 21, 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: 870 3436 0003 PASSWORD: 270462**

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

Meeting Date: 10/24/2022 | **Date: 10/11/2022** | **Item #: 4.** | **Dept.: Administration**

Consent Agenda

SUBJECT:

Consider and take appropriate action on the minutes from the September 26, 2022, Joint TIRZ #2 and Regular City Council Meeting.

BACKGROUND:

Attached are the minutes for review.

Author:
Jessie Hanks, City Secretary

Reviewed:
Mike Slye, City Manager

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

Recommendation: Staff recommends approval of the September 26th 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, SEPTEMBER 26, 2022 -
5:30 PM
CITY HALL COUNCIL CHAMBERS
209 S. WASHINGTON STREET
KAUFMAN, TEXAS 75142

PLEDGE OF ALLEGIANCE

CALL MEETING TO ORDER

Council: Mayor calls the meeting to order, states the date and time, states Councilmembers present, and declares a quorum present.**

TIRZ #2: Chairman calls the meeting to order, states the date and time, state members present, and declares a quorum present.**

Chairman Jordan called the TIRZ #2 Board meeting to order at 5:37 PM. Board members present were Jeff Jordan, Patty Patterson, Quattro Borders, Carole Aga, Lisa Parker, Ken Cates, and Mike Hunt. Board members absent were Charles Gillenwater, Ray Raymond, and Matt Phillips.

Also present were City Manager Mike Slye, Assistant City Manager Mike Holder, City Attorney Patricia Adams, City Secretary Jessie Hanks, Finance Director Mary Wennerstrom, Economic Development Director Stewart McGregor, Planning Manager Andrew Bogda, Public Works Director Tim Hopwood, and Police Chief Les Edwards.

Mayor Jordan called the City Council meeting to order at 5:53 PM. Councilmembers present were Quattro Borders, Jeff Jordan, Carole Aga, Lisa Parker, and Patty Patterson. Councilmember Charles Gillenwater arrived to the meeting at 5:57 PM. Councilmember Matt Phillips was absent. Mayor Jordan declared a quorum present.

TIRZ #2 ITEMS

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

Mr. Slye gave the board and public an overview of the proposed amendment to the Tax Reinvestment Zone Number Two including the new proposed boundaries and Preliminary Project and Financing Plan. There was a discussion regarding the potential developments in the zone.

Board Member Cates made a motion to recommend approval of the expansion of the boundaries of Tax Increment Reinvestment Zone Number Two, City of Kaufman, Texas, established pursuant to Chapter 311 of the Texas Tax Code, by expanding the boundaries of Tax Increment Financing Reinvestment Zone Number Two, City of Kaufman, Texas with the rate and term to remain the same. The motion was seconded by Board Member Aga and passed 6/0.

TIRZ #2 ADJOURNMENT

There being no further business, Chairman Jordan adjourned the meeting at 5:52 PM.

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.**

Karen Harris, 710 Rand Road #9, Kaufman, Texas 75142, is in support of the city adding additional lighting to the sports complex for the Youth Football League. She believed this would help with their ability to practice in a safe manner.

Mercedes Loss, 610 W Pyle St., Kaufman, Texas 75142, stated she is the cheer commissioner for the Kaufman Youth Football Association. She expressed the organization's struggle with finding a location to practice. She outlined the various issues they have that they are asking the City to fix for the safety of their athletes.

Nora McVarty, 541 E. 6th St., Kaufman, Texas 75142, expressed her concerns about the lack of lighting at the Sport Complex for them to practice.

Brian Townsend, 1711 Country Road 121, Kaufman, Texas 75142, stated he is the president of the Kaufman Youth Sports Association. He gave the Council a brief history of the organization. He stated the organization has always utilized the baseball fields. He appreciated the city's efforts to fix the issues but is requesting the city provide some sort of solution in the mean time while the city makes improvements.

PROCLAMATION

2. National Night Out- October 4th

Mayor Jordan read the proclamation and declared October 4th as National Night Out in the City of Kaufman.

3. World Teacher's Day- October 5th

Mayor Jordan read the proclamation and declared October 5th Teacher's Day in the City of Kaufman.

RECOGNITION

4. Business of the Month- Kindred Market Boutique

Mayor Jordan and Mr. McGregor presented the business of month for Kindred Market Boutique.

CONSENT AGENDA

5. Consider and take appropriate action on the minutes from the August 22, 2022, Regular City Council Meeting.

6. Consider and take appropriate action on the minutes from the September 12, 2022, Special City Council Meeting.

7. Consider and take appropriate action to approve the transfer of aged bills to Collection of Delinquent Utility Billing Accounts Receivable Balances.

Councilmember Borders made a motion to approve Consent Agenda Items #5 through 7 with an amendment to the August 22nd minutes. The motion was seconded by Councilmember Parker and passed 6/0.

END OF CONSENT AGENDA

PUBLIC HEARING

8. Conduct a public hearing, consider, and take appropriate action on Ordinance O-31-22, an ordinance of the City Council of the City of Kaufman, Texas, concerning Tax Increment Reinvestment Zone Number Two, City of Kaufman, Texas, established pursuant to Chapter 311 of the Texas Tax Code, by expanding the boundaries of Tax Increment Financing Reinvestment Zone Number Two, City of Kaufman, Texas.

   a. Presentation.

David Pettit, owner of David Pettit Economic Development , gave the Council a presentation reviewing the proposed amendments to the TIRZ #2, the process that will be gone through for this amendment, and the revenue summary to the Preliminary Project and Financing Plan.

   b. Public Hearing.

Mayor Jordan opened the public hearing at 6:26 PM.

There being no speakers present, Mayor Jordan closed the public hearing at 6:26 PM.

   c. Consider and take appropriate action on Ordinance O-31-22.

Councilmember Aga made a motion to approve Ordinance O-31-22 as presented. The motion was seconded by Councilmember Gillenwater and passed 6/0.

9. Conduct a public hearing, consider and take appropriate action on the **Replat of Kaufman Original, Block 33, Lots 4 – 6**, being a replat of a portion of Block 33 of Kaufman Original to create 3 residential lots. The subject property consists of 0.557 acres situated in the J.B. Cole Survey, Abstract No. 84, City of Kaufman, Kaufman County, Texas, generally located on the east side of N. Madison St., the south side of E. 1st North St., and the west side of N. Monroe St. (Parcel ID 28567) and currently addressed as 406 N. Madison St. (Case No. FRP-02-22)

   a. Presentation.

Mr. Bogda presented the proposed replat to subdivide a single family residential lot into a proposed three residential lots. He outlined the process, and the Planning and Zoning recommandation.

   b. Public Hearing.

Mayor Jordan opened the public hearing at 6:28 PM.

There being no speakers present, Mayor Jordan closed the public hearing at 6:29 PM.

   c. Consider and take appropriate action on the Replat of Kaufman Original, Block 33, Lots 4 - 6, Case No. FRP-02-22.

Councilmember Borders made a motion to approve the Replat of Kaufman Original, Block 33, Lots 4 - 6, Case No. FRP-02-22. as presented. The motion was seconded by Councilmember Parker and passed 6/0.

10. Conduct a public hearing, consider, and take appropriate action on Ordinance O-28-22, 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 1.3 acres from A-O Agriculture/Open District to HC Highway Commercial District for the property generally located at **3533 East Highway 175** (Parcel ID 407), situated in the Charles Askins Survey, Abstract No. 2, City of Kaufman, Kaufman County, Texas. (Case No. Z-07-22)

    a. Presentation.

Mr. Bogda presented the proposed rezoning request for a property located at 3533 E Hwy 175.

    b. Public Hearing.

Mayor Jordan opened the public hearing at 6:34 PM.

There being no speakers present, Mayor Jordan closed the public hearing at 6:34 PM.

    c. Consider and take appropriate action on Ordinance O-28-22.

Councilmember Aga made a motion to approve Ordinance O-28-22 as presented. The motion was seconded by Councilmember Gillenwater and passed 6/0.

11. Conduct a public hearing, consider and take appropriate action on Ordinance O-29-22, 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 3.626 acres from A-O Agriculture/Open District to C Commercial District for the property generally located at **3260 East Highway 175** (Parcel ID 49003), situated in the Charles Askins Survey, Abstract No. 2, City of Kaufman, Kaufman County, Texas. (Case No. Z-08-22)

    a. Presentation.

Mr. Bogda presented the proposed rezone request for a property located at 3260 E Hwy 175.

    b. Public Hearing.

Mayor Jordan opened the public hearing at 6:37 PM.

There being no speakers present, Mayor Jordan closed the public hearing at 6:37 PM.

    c. Consider and take appropriate action on Ordinance O-29-22.

Councilmember Borders made a motion to approve Ordinance O-29-22 as presented. The motion was seconded by Councilmember Parker and passed 6/0.

12. Conduct a public hearing, consider, and take appropriate action on Ordinance O-30-22, an ordinance of the City Council of the City of Kaufman, Texas, for the amendment to 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, to allow **murals and ghost signs in the Central**

Business District (CBD) by amending Section 25.4 “Central Business District (CBD) – Design Criteria”, Section 44.3 “Sign Regulations – Definitions”, and Section 44.8 “Attached Sign Regulations” (Case No. Z-06-22)

a. Presentation.

Mr. Bogda presented the proposed Mural ordinance. He gave the Council an overview of the reason staff created this ordinance, and outlined the proposed ordinance. He reviewed the guidelines for the murals and ghost sign restoration that would be put in place by this ordinance.

b. Public Hearing.

Mayor Jordan opened the public hearing at 6:52 PM.

There being no speakers present, Mayor Jordan closed the public hearing at 6:53 PM.

c. Consider and take appropriate action on Ordinance O-30-22.

Councilmember Aga made a motion to approve Ordinance O-30-22 as presented. The motion was seconded by Councilmember Gillenwater and passed 6/0.

DISCUSSION/ACTION ITEMS

13. Consider and take appropriate action on a Development Agreement between Cope Equities, LLC and the City of Kaufman for the Five Point Development, an approximate 99.52-acre tract of land (Property IDs 54862 & 54860) situated in the D. Falcon Survey, Abstract No. 151, generally located on the northwest side of S. Washington St. at Five Points Dr.; and authorizing the Mayor or designee to execute necessary documents.

Mr. Bogda reviewed the proposed Five Points Development Agreement. He also outlined the process the developer has already gone through to rezone the property, amend the TIRZ #2 boundaries to include his development, and platting of the property.

Councilmember Gillenwater made a motion to approve a Development Agreement between Cope Equities, LLC and the City of Kaufman for the Five Point Development and authorizing the Mayor or designee to execute necessary documents subject to final attorney review. The motion was seconded by Councilmember Aga and passed 6/0.

14. Consider and take appropriate action regarding a Professional Services Agreement between the City and Developer Cope Equities, LLC obligating Developer to pay for the costs of professional services incurred by the City of Kaufman relative to the Five Point Development Project; and authorizing the City Manager to execute necessary documents.

Mr. Slye outlined the Professional Services Agreement and the purpose of the agreement.

Councilmember Parker made a motion to approve a Professional Services Agreement between the City and Developer Cope Equities, LLC. The motion was seconded by Councilmember Borders and passed 6/0.

15. Consider and take appropriate action regarding Ordinance O-32-22, an ordinance of the City Council of the City of Kaufman, Texas, amending the City's 2021-2022 Fiscal Year Budget to balance Revenue Surplus, Expense Surplus, and Shortfall; and providing an effective date.

Ms. Wennerstrom presented the Council with the proposed amendments to the FY 2021-2022 budget.

Councilmember Parker made a motion to approve Ordinance O-32-22, amending the City's 2021-2022 Fiscal Year Budget to balance Revenue Surplus, Expense Surplus, and Shortfall. The motion was seconded by Councilmember Aga and passed 6/0.

16. Consider and take appropriate action regarding Ordinance O-33-22, an ordinance of the City Council of the City of Kaufman, amending the KEDC 2021-2022 Fiscal Year Budget to balance Revenue Surplus, Expense Surplus, and Shortfall; and providing an effective date.

Ms. Wennerstrom outlined the proposed amendments to the KEDC 2021-2022 budget.

Councilmember Border made a motion to approve Ordinance O-33-22, amending the KEDC 2021-2022 Fiscal Year Budget to balance Revenue Surplus, Expense Surplus, and Shortfall. The motion was seconded by Councilmember Parker and passed 6/0.

17. Consider and take appropriate action on Ordinance O-34-22, an ordinance of the City Council of the City of Kaufman, Texas, repealing Ordinance Nos. O-31-02, O-07-03, O-23-08, and O-06-22 and adopting new City park usage fees, to be codified as Article A9.000 “City Park Usage Fees” of Appendix A, “Fee Schedule” of the Code of Ordinances of the City, providing fees for rental of facilities, usage of ball fields, tennis courts and keys by residents, non-residents and leagues, including costs for utilities; and providing an effective date.

Mr. Slye informed the Council about the review process for the fee schedule. He outlined the proposed amendments to the City Park fees.

Councilmember Aga made a motion to approve Ordinance O-34-22 as presented. The motion was seconded by Councilmember Gillenwater and passed 6/0.

18. Consider and take appropriate action on Ordinance O-35-22, an ordinance of the City Council of the City of Kaufman, Texas, amending Section A8.002, “Water Rates”, Section A8.003, “Sewer Rates”, Section A8.005, “Deposits for Water Service”, and Section A8.010, “Water and Sewer Tap Fees; Installation and Maintenance,” of Article A8.000, “Utilities”, of Appendix A, “Fee Schedule”, of the Code of Ordinances of the City of Kaufman to adopt increased rates for water and sewer services, to increase water meter fees for meters outside of the city limits, to amend the senior citizen discount rate, to provide for manual adjustments, to increase water meter deposits, to increase water and sewer tap fees for installation and maintenance as authorized by ordinance, policy or action of City Council; providing for the incorporation of premises; providing amendments; providing a severability clause; providing a cumulative repealer/savings clause; providing for enforcement; and providing for publication and an effective date.

Mr. Slye reviewed the various utility fees that would be amended by this ordinance.

Councilmember Border made a motion to approve Ordinance O-35-22 as presented. The motion was seconded by Councilmember Aga and passed 5/0. Councilmember Gillenwater stepped out of the meeting at 7:08 PM and rejoined the meeting at 7:10 PM.

19. Consider and take appropriate action regarding Ordinance O-36-22, an ordinance of the City Council of the City of Kaufman, amending Subsection 2.03.001(a), "Adoption of Personnel Policies Manual", of Section 2.03.001, “Personnel policies manual adopted; repeal of conflicting provisions.”, of Article 2.03, “Personnel Regulations”, of Chapter 2, “Administration and Personnel” of the Code of Ordinances of the City of Kaufman to provide for an amended Exhibit

"A" to subsection 2.03.001(a), adding section 7.11.01 providing certification pay for pesticide applicator license; and providing an effective date.

Mr. Holder outlined the purpose of the proposed amendment to the Personnel Policy.

Councilmember Parker made a motion to approve Ordinance O-36-22 as presented. The motion was seconded by Councilmember Aga and passed 6/0.

20. Consider and take appropriate action on the water provider agreement with the Greater East Texas Community Action Program for the purpose of utilizing the Low Income Household Water Assistance Program for the citizens of Kaufman; and authorizing the Mayor to execute necessary documents.

Mr. Slye reviewed the purpose of this agreement and program. He expressed the benefits of this program for the public.

Councilmember Gillenwater made a motion to approve the water provider agreement with the Greater East Texas Community Action Program subject to final legal review. The motion was seconded by Councilmember Parker and passed 6/0.

21. Consider and take appropriate action to move the November 2022 Regular Council meeting and to move the December 2022 Regular Council meeting due to holiday conflicts.

Councilmember Parker made a motion to reschedule the November Regular Council meeting to November 21, 2022, and the December Regular Council meeting to December 19, 2022. The motion was seconded by Councilmember Borders and passed 6/0.

22. Consider and take appropriate action on a design plan for the Downtown Streetscape Project.

Mr. Slye presented and outlined the design plan for the Downtown Streetscape Project. This project was started in an effort to remediate the landscape issues in the Downtown Square.

Councilmember Aga made a motion to approve the design plan for the Downtown Streetscape Project as presented. The motion was seconded by Councilmember Parker and passed 6/0.

23. Consider and take appropriate action regarding the City's participation in the lawsuit against Disney, Hulu, and Netflix, which is a lawsuit to recover franchise fees due to municipalities for streaming services.

Mr. Slye informed the Council regarding the pending lawsuit.

Councilmember Borders made a motion to approve the City's participation in the lawsuit against Disney, Hulu, and Netflix, which is a lawsuit to recover franchise fees due to municipalities for streaming services. as presented. The motion was seconded by Councilmember Parker and passed 6/0.

APPOINTMENT

24. Consider and take appropriate action on the appointment of one (1) member to the Parks and Recreation Board to fill an unexpired term set to expire in March 2023.

Mayor Jordan made a motion to appoint Lester Camp to the Parks and Recreation Board to fill an unexpired term set to expire in March 2023. The motion was seconded by Councilmember Aga and passed 6/0.

ANNOUNCEMENTS AND REPORTS FROM CITY MANAGER

25. Receive an update and discussion regarding the following:

    a. October PID Workshop date

    b. TML Conference- San Antonio- October 4-7

    c. South Pointe Ground Breaking- October 13

    d. Kaufman Harvest Fest- October 22

e. Discussion Items Report (DIR)

f. Careflite Compliance Report- August 2022

g. Fire Department Monthly Report- August 2022

h. Police Department Monthly Report- August 2022

i. Development Services Monthly Report- August 2022

j. Monthly Calendars Attached

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

EXECUTIVE SESSION

Mayor Jordan recessed into the Executive Session at 7:33 PM.

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

    a. 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 Snooze

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

Mayor Jordan reconvened into open session at 7:57 PM.

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

There was no action required regarding the Executive Session.

ADJOURNMENT

There being no further business, Mayor Jordan adjourned the meeting at 7:58 PM.

JEFF JORDAN
MAYOR

ATTEST:

JESSIE HANKS
CITY SECRETARY

Meeting Date: 10/24/2022 | **Date: 10/11/2022** | **Item #: 5.** | **Dept.: Administration**

Consent Agenda

SUBJECT:

Consider and take appropriate action on the minutes from the October 3, 2022, Special City Council Meeting.

BACKGROUND:

Attached are the minutes for review.

Author:
Jessie Hanks, City Secretary

Reviewed:
Mike Slye, City Manager

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

Recommendation: Staff recommends approval of the October 3rd 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, OCTOBER 3, 2022 -
6:00 PM
CITY HALL COUNCIL CHAMBERS
209 S. WASHINGTON STREET
KAUFMAN, TEXAS 75142

PLEDGE OF ALLEGIANCE

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

Mayor Jordan called the City Council meeting to order at 6:02 PM. Councilmembers present were Jeff Jordan, Matt Phillips, Patty Patterson, Lisa Parker, and Charles Gillenwater. Councilmember Carole Aga and Quattro Borders were absent. Mayor Jordan declared a quorum present. Also present were City Manager Mike Slye, Assistant City Manager Mike Holder, City Attorney Patricia Adams, and City Secretary Jessie Hanks.

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.

DISCUSSION/ACTION ITEMS

1. Consider and take appropriate action Ordinance O-37-22, an Ordinance of the City Council of the City of Kaufman finding that a public necessity exists to acquire a permanent drainage easement being an approximate 25,397 square feet of land, more or less, situated in the Thomas Beedy Survey, Abstract No. 21, City of Kaufman, Kaufman County, Texas, and being a portion of that certain tract of land described in deed to Ezequiel Arriaga and Martha Leticia, according to the deed filed in Volume 4961, Page 63, Real Property Records of Kaufman County, Texas, and any related necessary temporary construction easements, generally located approximately 600' northwest of the intersection of Melody Circle and Rand Road, and being more particularly described herein; the drainage easement being necessary for public utilities purposes and other public uses; providing notice of an official determination to acquire interests in the property for utilities purposes and other public uses; authorizing and delegating authority to the City Manager or his designee to obtain the necessary appraisal reports and make bona fide offers of just compensation for the herein described properties; ratifying prior documents made and actions taken for acquisition of the property interests herein described; authorizing and delegating authority to the City Attorney to institute eminent domain proceedings on behalf of the City for the acquisition of the properties herein described if negotiations are unsuccessful; appropriating funds from a lawful source; providing a cumulative repealer clause; providing a severability clause; and providing an effective date.

Mr. Slye gave a brief overview of the history of this item and the need to move forward with these proceedings. This is regarding the easement needed to complete a storm drainage project on Melody Circle.

Mayor Pro-Tem Phillips made a motion that the City Council of the City of Kaufman adopts Ordinance No. O-37-22 and authorized the use of the power of eminent domain to acquire a 25,397 square feet of land, more or less, permanent drainage easement and 5-foot wide temporary construction easement on the north side of the permanent drainage easement in the Thomas Beedy Survey, Abstract No. 21, Kaufman County, generally located 600 feet northwest of the intersection of Melody Circle and Rand Road, Kaufman County, Texas (as more fully described and depicted in Exhibits “A” and “B” of the proposed ordinance for this item) for a public purpose in order to install public utilities, including but not limited to, municipal purpose of conveying stormwater runoff from public roadway(s) and drainage line(s), which includes but not limited to the following municipal functions: installing a drainage line(s), headwall structure and channel grading within the Drainage Easement Property, and other public uses. The motion was seconded by Councilmember Parker. Ms. Hanks called for a record vote, at which point Jeff Jordan, Matt Phillips, Patty Patterson, Lisa Parker, and Charles Gillenwater voted AYE, None voted NAY, and passed 5/0.

EXECUTIVE SESSION

Mayor Jordan recessed into Executive Session at 6:05 PM.

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

    a. Texas Government Code 551.071: A governmental body may not conduct a private consultation with its attorney except: (1) when the governmental body seeks the advice of its attorney about: (A) pending or contemplated litigation; or (B) a settlement offer; or (2) on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551: Eminent Domain for Easement Property; Agenda Item No. 1

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 6:36 PM.

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

The action for the executive session was taken under Item No. 1 of the agenda.

ADJOURNMENT

There being no further business, Mayor Jordan adjourned the meeting at 6:38 PM.

JEFF JORDAN
MAYOR

ATTEST:

JESSIE HANKS
CITY SECRETARY

Meeting Date: 10/24/2022 | **Date: 10/11/2022** | **Item #: 6.** | **Dept.: Administration**

Consent Agenda

SUBJECT:

Consider and take appropriate action on Resolution R-35-22, a resolution of the City Council of the City of Kaufman, Texas, authorizing the City Manager to enter into an Agreement with the Texas Department of Transportation to close the Kaufman County Courthouse Square on December 3, 2022, from 9:00 A.M. to 10:00 P.M. for the Kaufman "Christmas On The Square."

BACKGROUND:

The City of Kaufman will be hosting the Christmas on the Square. Saturday's events will begin at Noon and conclude at approximately 8:00 p.m. We anticipate +/- 5,000 people to be in attendance at the festival. This year there will be vendors, including arts/crafts vendors, food vendors, business exhibits, demonstration booths, games, and a small stage with local entertainment around the Courthouse Square. The Lighted Christmas Parade will take place at 6:00 p.m. At 7:00 p.m., we will do the tree lighting ceremony at City Hall with a performance by the Helen Edward Choir, photos with Santa, live reindeer, and Christmas cookies and cocoa with Ms. Clause.

Author: Jessie Hanks, City Secretary

Reviewed: Mike Slye, City Manager

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

Recommendation: Staff recommends approval of Resolution R-35-22 as presented.

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

RESOLUTION R-35-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KAUFMAN, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION TO TEMPORARILY CLOSE STATE HIGHWAY 243 FROM JEFFERSON STREET TO WASHINGTON STREET ON SATURDAY, DECEMBER 3, 2022 FROM 9:00 A.M. UNTIL 10:00 P.M. FOR THE KAUFMAN "CHRISTMAS ON THE SQUARE" EVENT.

WHEREAS, the City Council desires to formally enter into an agreement with the Texas Department of Transportation to close SH-243 one-way traffic operation around the Kaufman County Courthouse in Kaufman, Texas; and

WHEREAS, the event will be located within the City of Kaufman's incorporated area; and

WHEREAS, this event serves a public purpose to the City of Kaufman, its citizens, and visitors to our City.

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

SECTION 1. The City Council does hereby authorize the City Manager to enter into an Agreement with the Texas Department of Transportation for the Temporary Closure of State Right of Way.

SECTION 2. The Agreement of the Temporary Closure of State Right of Way is attached hereto and incorporated herein as "Exhibit A".

SECTION 3. This Resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED on this the 24th day of October 2022.

_____
JEFF JORDAN
MAYOR

ATTEST:

_____
JESSIE HANKS
CITY SECRETARY

APPROVED AS TO FORM:

_____

PATRICIA ADAMS
CITY ATTORNEY

Agreement No._____

STATE OF TEXAS §

COUNTY OF KAUFMAN §

AGREEMENT FOR THE TEMPORARY CLOSURE OF STATE RIGHT OF WAY

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State," and the City of Kaufman, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the "local government."

W I T N E S S E T H

WHEREAS, the State owns and operates a system of highways for public use and benefit, including SH 243, in Kaufman, County; and

WHEREAS, the local government has requested the temporary closure of SH 243 (One way traffic operation around the Kaufman County Courthouse) for the purpose of the Christmas On the Square, from Jefferson St. to Washington St. as described in the attached "Exhibit A," hereinafter identified as the "Event;" and

WHEREAS, the Event will be located within the local government's incorporated area; and

WHEREAS, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State's right of way will be performed within the State's requirements; and

WHEREAS, on the 24th day of October 20212 the Kaufman City Council passed Resolution No. R-35-22, attached hereto and identified as "Exhibit B," establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

WHEREAS, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

A G R E E M E N T

Article 1. CONTRACT PERIOD

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

Article 2. EVENT DESCRIPTION

The physical description of the limits of the Event, including county names and highway numbers, the number of lanes the highway has and the number of lanes to be used, the proposed schedule of start and stop times and dates at each location, a brief description of the proposed activities involved, approximate number of people attending the Event, the number and types of animals and equipment, planned physical modifications of any man-made or natural features in or adjacent to the right of way involved shall be attached hereto along with a location map and identified as "Exhibit C."

Article 3. OPERATIONS OF THE EVENT

A. The local government shall assume all costs for the operations associated with the Event, to include but not limited to, plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signing.

B. The local government shall submit to the State for review and approval the construction plans, if construction or modifications to the State's right of way is required, the traffic control and signing plans, traffic enforcement plans, and all other plans deemed necessary by the State. The State may require that any traffic control plans of sufficient complexity be signed, sealed and dated by a registered professional engineer. The traffic control plan shall be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices. All temporary traffic control devices used on state highway right of way must be included in the State's Compliant Work Zone Traffic Control Devices List. The State reserves the right to inspect the implementation of the traffic control plan and if it is found to be inadequate, the local government will bring the traffic control into compliance with the originally submitted plan, upon written notice from the State noting the required changes, prior to the event. The State may request changes to the traffic control plan in order to ensure public safety due to changing or unforeseen circumstances regarding the closure.

C. The local government will ensure that the appropriate law enforcement agency has reviewed the traffic control for the closures and that the agency has deemed them to be adequate. If the law enforcement agency is unsure as to the adequacy of the traffic control, it will contact the State for consultation no less than 10 workdays prior to the closure.

D. The local government will complete all revisions to the traffic control plan as requested by the State within the required timeframe or that the agreement will be terminated upon written notice from the State to the local government. The local government hereby agrees that any failure to cooperate with the State may constitute reckless endangerment of the public and that the Texas Department of Public Safety may be notified of the situation as soon as possible for the appropriate action, and failing to follow the traffic control plan or State instructions may result in a denial of future use of the right of way for three years.

E. The local government will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.

F. The local government will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right of way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The local government will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the local government shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.

G. The local government hereby assures the State that there will be appropriate passage

allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the local government's traffic control plan.
H. The local government will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right of way and restore or repair the State's right of way, including, but not limited to, roadway and drainage structures, signs, overhead signs, pavement markings, traffic signals, power poles and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural and cultural environment in accordance with federal and state law, including landscape and historical features.

Article 4. OWNERSHIP OF DOCUMENTS
Upon completion or termination of this agreement, all documents prepared by the local government will remain the property of the local government. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

Article 5. TERMINATION
A. This agreement may be terminated by any of the following conditions:
(1) By mutual written agreement and consent of both parties.
(2) By the State upon determination that use of the State's right of way is not feasible or is not in the best interest of the State and the traveling public.
(3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.
(4) By satisfactory completion of all services and obligations as set forth herein.
B. The termination of this agreement shall extinguish all rights, duties, obligations, and liabilities of the State and local government under this agreement. If the potential termination of this agreement is due to the failure of the local government to fulfill its contractual obligations as set forth herein, the State will notify the local government that possible breach of contract has occurred. The local government must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the local government does not remedy the breach to the satisfaction of the State, the local government shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

Article 6. DISPUTES
Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

Article 7. RESPONSIBILITIES OF THE PARTIES
The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 8. INSURANCE
A. Prior to beginning any work upon the State's right of way, the local government and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period

that the local government and/or its contractors are encroaching upon the State right of way.
B. In the event the local government is a self-insured entity, the local government shall provide the State proof of its self-insurance. The local government agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

Article 9. AMENDMENTS
Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the local government and the State.

Article 10. COMPLIANCE WITH LAWS
The local government shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right of way.

Article 11. LEGAL CONSTRUCTION
In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Article 12. NOTICES
All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

Local Government:	**State:**
City of Kaufman	Texas Department of Transportation
Jessie Hanks - City Secretary	4777 E. Highway 80
P.O. Box 1168	Mesquite, TX 75150
Kaufman, Texas 75142	

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

Article 13. SOLE AGREEMENT
This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

Agreement No._____

THE CITY OF __KAUFMAN_____
Executed on behalf of the local government by:

By_____ Date_____
City Official

Typed or Printed Name and Title __Mike Slye_____

__City Manager_____

THE STATE OF TEXAS
Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By_____ Date_____
District Engineer

Exhibit A

October 24, 2022

Mr. Lane Selman, P.E., Area Engineer
Texas Dept. of Transportation
3260 FM 2728
Kaufman, TX 75142

Re: Formal Request for Closure of the Kaufman County Courthouse Square for an event on December 3, 2022

Dear Mr. Selman:

The City of Kaufman is formally requesting permission and/or a permit to close the Kaufman Courthouse Square Saturday, December 3, 2022, beginning at 9:00 a.m. and ending at 10:00 p.m. the same day for this year's **Kaufman Christmas On the Square**. Food vendors will be stationed around the courthouse and arts/crafts, exhibits, demonstrations, stage performances, etc. will be utilizing the parking spaces in front of the businesses as well as along the feeder streets leading into the square. The following is a brief description of traffic control measures to be taken:

- The entire square shall be securely barricaded off to through traffic with Kaufman Police Department officers controlling traffic at the intersections of (1) Washington & Mulberry and (2) State Highway 243 and Jefferson.
- A State approved, temporary, electronic, message board shall be placed approximately 500 feet west of the State Highway 243 and U.S. Highway 175 split stating, "SH 243 CLOSED TO TRUCK TRAFFIC OCTOBER 23rd - DETOUR TO SH 34," or more appropriate wording per your request.
- Detour Ahead signs shall be placed 500 feet from each detour location and detour signs with directional arrows shall be placed at each State Highway detour location along with officers from the Kaufman Police Department.

If you have any questions or need more information, please feel free to contact me at (972) 932-2216.

Respectfully,

Jessie Hanks
City Secretary

Attachments

Exhibit B

Resolution R-35-22

Exhibit C

October 24, 2022

Lane Selman, P.E., Area Engineer
Texas Dept. of Transportation
3260 FM 2728
Kaufman, TX 75142

Re: Kaufman Christmas On the Square 2022 - Description of Events

Dear Mr. Selman:

The City of Kaufman, along with the Downtown Merchants, will host the **Christmas on the Square** on the Kaufman Courthouse Square (See attached maps and parade route details). We anticipate +/- 5,000 people to be in attendance at the festival. This year the crowds will be entertained by the performances of several local groups. There will be arts/crafts vendors, food vendors, business exhibits, demonstration booths, and games, all around the Courthouse Square.

The festival will kick-off with at approximately Noon, Saturday, December 3rd and is expected to end at 9:00 p.m. The lighted parade will begin at 6:00 p.m. The route is attached.

- The Parade will utilize ALL lanes of each highway during the event.
- Festival Vendors will begin setting up around the Square at approximately 9:00 a.m. The Festival will begin at noon and will last until 9 p.m.

If you have any questions or need more information, please feel free to contact me at (972) 932-2216.

Respectfully,

Jessie Hanks
City Secretary

Attachments

Meeting Date: 10/24/2022 | **Date: 10/11/2022** | **Item #: 7.** | **Dept.: Administration**

Consent Agenda

SUBJECT:

Consider and take appropriate action on Resolution R-36-22, a resolution of the City Council of the City of Kaufman, Texas, authorizing the City Manager to enter into an Agreement with the Texas Department of Transportation to close SH 34 (South Washington St) for the purpose of a Lighted Christmas Parade on December 3, 2022, from 6:00 p.m. to 8:00 p.m.

BACKGROUND:

The City of Kaufman will be hosting the Annual Lighted Christmas Parade on Saturday, December 3, 2022, beginning at 6:00 p.m. The Christmas Tree Lighting will immediately follow at Kaufman City Hall. The parade will begin at Washington Square and will disperse on Grove St. The theme for the parade and event is Polar Express.

Author:
Jessie Hanks, City Secretary

Reviewed:
Mike Slye, City Manager

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

Recommendation: Staff recommends approval of Resolution R-36-22 as presented.

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

RESOLUTION R-36-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KAUFMAN, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION TO TEMPORARILY CLOSE STATE HIGHWAY 34 FROM WASHINGTON STREET TO GROVE STREET FOR THE PURPOSE OF THE LIGHTED CHRISTMAS PARADE ON SATURDAY, DECEMBER 3, 2022 FROM 6:00 P.M. UNTIL 8:00 P.M.

WHEREAS, the City Council desires to formally enter into an agreement with the Texas Department of Transportation to close SH-34 one-way traffic operation around the Kaufman County Courthouse and Washington Street in Kaufman, Texas; and

WHEREAS, the event will be located within the City of Kaufman's incorporated area; and

WHEREAS, this event serves a public purpose to the City of Kaufman, its citizens and visitors to our City.

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

SECTION 1. The City Council does hereby authorize the City Manager to enter into an Agreement with the Texas Department of Transportation for the Temporary Closure of State Right of Way.

SECTION 2. The Agreement of the Temporary Closure of State Right of Way is attached hereto and incorporated herein as “Exhibit A”.

SECTION 3. This Resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED on this the 24th day of October 2022.

_____
JEFF JORDAN
MAYOR

ATTEST:

_____
JESSIE HANKS
CITY SECRETARY

APPROVED AS TO FORM:

_____

PATRICIA ADAMS
CITY ATTORNEY

EXHIBIT A

Agreement No._____

STATE OF TEXAS §

COUNTY OF TRAVIS §

AGREEMENT FOR THE TEMPORARY CLOSURE OF STATE RIGHT OF WAY

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State," and the City of Kaufman, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the "local government."

W I T N E S S E T H

WHEREAS, the State owns and operates a system of highways for public use and benefit, including SH 34, in Kaufman, County; and

WHEREAS, the local government has requested the temporary closure of SH 34 on December 3, 2022, from 6:00 p.m. until 8:00 p.m. for the purpose of the Kaufman Christmas Lighted Parade, from Washington St. to Grove St. as described in the attached "Exhibit A," hereinafter identified as the "Event;" and

WHEREAS, the Event will be located within the local government's incorporated area; and

WHEREAS, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State's right of way will be performed within the State's requirements; and

WHEREAS, on the 24th day of October 2022, the Kaufman City Council passed Resolution No. R-36-22, attached hereto and identified as "Exhibit B," establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

WHEREAS, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

A G R E E M E N T

Article 1. CONTRACT PERIOD

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

Article 2. EVENT DESCRIPTION

The physical description of the limits of the Event, including county names and highway numbers, the number of lanes the highway has and the number of lanes to be used, the proposed schedule of start and stop times and dates at each location, a brief description of the proposed activities involved, approximate number of people attending the Event, the number and types of animals and equipment, planned physical modifications of any man-made or natural features in or adjacent to the right of way involved is attached hereto and identified as "Exhibit A" along with a location map attached hereto and identified as "Exhibit C."

Article 3. OPERATIONS OF THE EVENT

A. The local government shall assume all costs for the operations associated with the Event, to include but not limited to, plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signing.

B. The local government shall submit to the State for review and approval the construction plans, if construction or modifications to the State's right of way is required, the traffic control and signing plans, traffic enforcement plans, and all other plans deemed necessary by the State. The State may require that any traffic control plans of sufficient complexity be signed, sealed and dated by a registered professional engineer. The traffic control plan shall be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices. All temporary traffic control devices used on state highway right of way must be included in the State's Compliant Work Zone Traffic Control Devices List. The State reserves the right to inspect the implementation of the traffic control plan and if it is found to be inadequate, the local government will bring the traffic control into compliance with the originally submitted plan, upon written notice from the State noting the required changes, prior to the event. The State may request changes to the traffic control plan in order to ensure public safety due to changing or unforeseen circumstances regarding the closure.

C. The local government will ensure that the appropriate law enforcement agency has reviewed the traffic control for the closures and that the agency has deemed them to be adequate. If the law enforcement agency is unsure as to the adequacy of the traffic control, it will contact the State for consultation no less than 10 workdays prior to the closure.

D. The local government will complete all revisions to the traffic control plan as requested by the State within the required timeframe or that the agreement will be terminated upon written notice from the State to the local government. The local government hereby agrees that any failure to cooperate with the State may constitute reckless endangerment of the public and that the Texas Department of Public Safety may be notified of the situation as soon as possible for the appropriate action, and failing to follow the traffic control plan or State instructions may result in a denial of future use of the right of way for three years.

E. The local government will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.

F. The local government will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right of way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The local government will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the local government shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.

G. The local government hereby assures the State that there will be appropriate passage allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the local government's traffic control plan.

H. The local government will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right of way and restore or repair the State's right of way, including, but not limited to, roadway and drainage structures, signs, overhead signs, pavement markings, traffic signals, power poles and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural and cultural environment in accordance with federal and state law, including landscape and historical features.

Article 4. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the local government will remain the property of the local government. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

Article 5. TERMINATION

A. This agreement may be terminated by any of the following conditions:

(1) By mutual written agreement and consent of both parties.

(2) By the State upon determination that use of the State's right of way is not feasible or is not in the best interest of the State and the traveling public.

(3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.

(4) By satisfactory completion of all services and obligations as set forth herein.

B. The termination of this agreement shall extinguish all rights, duties, obligations, and liabilities of the State and local government under this agreement. If the potential termination of this agreement is due to the failure of the local government to fulfill its contractual obligations as set forth herein, the State will notify the local government that possible breach of contract has occurred. The local government must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the local government does not remedy the breach to the satisfaction of the State, the local government shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

Article 6. DISPUTES

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

Article 7. RESPONSIBILITIES OF THE PARTIES

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 8. INSURANCE

A. Prior to beginning any work upon the State's right of way, the local government and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form

1560, latest edition) and shall maintain the insurance in full force and effect during the period that the local government and/or its contractors are encroaching upon the State right of way.
B. In the event the local government is a self-insured entity, the local government shall provide the State proof of its self-insurance. The local government agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

Article 9. AMENDMENTS
Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the local government and the State.

Article 10. COMPLIANCE WITH LAWS
The local government shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right of way.

Article 11. LEGAL CONSTRUCTION
In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Article 12. NOTICES
All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

Local Government:	**State:**
City of Kaufman Jessie Hanks - City Secretary P.O. Box 1168 Kaufman, Texas 75142	Texas Department of Transportation 4777 E. Highway 80 Mesquite, TX 75150

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

Article 13. SOLE AGREEMENT
This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE CITY OF __KAUFMAN_____
Executed on behalf of the local government by:

By_____ Date_____
City Official

Typed or Printed Name and Title __Mike Slye_____

__City Manager_____

THE STATE OF TEXAS
Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By_____ Date_____
District Engineer

Exhibit A

October 24, 2022

Mr. Lane Selman, District Engineer
Texas Department of Transportation
3260 FM 2728
Kaufman, TX 75142

Re: Lighted Christmas Parade 2022

Dear Mr. Selman:

On behalf of the City of Kaufman, I am requesting approval from the Texas Department of Transportation (TxDOT) to incorporate State Highway 34 (Washington Street) as part of the parade route in accordance with 43 T.A.C. § 22.12 (g) (4). The parade will be held on **Saturday, December 3, 2022,** beginning at 6:00 p.m. This year the anticipated parade route will be as follows:

1. Begin at Washington Square, located at 2005 S. Washington St.,
2. Travel north on Washington Street to the Courthouse Square,
3. Travel east on Grove Street and
4. Disperse on Grove Street.

The Kaufman Police Department will be stationed along the parade route to direct traffic as needed. The Police Department will utilize authorized law enforcement personnel for this routine traffic control event and assumes responsibility for traffic control to protect and direct all parties involved.

If you have any questions, please do not hesitate to contact me at the City of Kaufman at (972) 932-2216. I look forward to hearing from you.

Respectfully,

Jessie Hanks
City Secretary

Enclosure: Parade Route Map

cc: Chief of Police Les Edwards

Exhibit B

RESOLUTION R-36-22

Exhibit C

See attached Traffic Control Plan by the City of Kaufman

Meeting Date: 10/24/2022	Date: 10/18/2022	Item #: 8.	Dept.: Economic Development Corporation

Consent Agenda

SUBJECT:

Consider and take appropriate action on a contract for administrative services between the Kaufman Economic Development Corporation and the City of Kaufman; and authorize the mayor and his designee to execute necessary documents.

BACKGROUND:

Many EDCs around the State of Texas contract with their corresponding municipality for a host of services, including employee benefits, city staff support, office space and related items. Funds approved in the FY 2023 KEDC budget include several reimbursements to the City of Kaufman, particularly Finance and City Secretary staff support and the KEDC's share of the SH 34 bypass debt service. Other items are also outlined in the contract. The funds were approved by the KEDC Board and Council in the FY 2023 budget.

Author:
Stewart McGregor , Executive Director

Reviewed:
Mike Slye, City Manager

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

Recommendation: Staff recommends approval of a contract for administrative services between the KEDC and the city.

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

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF KAUFMAN §

THIS AGREEMENT, effective the 11th day of October, 2022, by and between the CITY OF KAUFMAN, a municipal corporation, situated in Kaufman County, Texas, (hereinafter referred to as "City"), acting by and through its Mayor, and the Kaufman Economic Development Corporation, a Texas Non-Profit Corporation originally organized under Sec. 4A of Article 5190.6, Texas Civil Statutes, now Chapter 504 of the Local Government Code (the "Act"), (hereinafter referred to as "KEDC") acting by and through its President of the Board of Directors (the "Board"):

WITNESSETH:

I. TERM OF AGREEMENT:

This Agreement shall be effective as of October 11, 2022, and shall continue until September 30, 2023, unless sooner terminated in accordance with Section IV. The Agreement may be renewed upon mutual written agreement of the parties hereto.

II. CITY AGREES TO:

1. Provide administrative support, support from the City Secretary, records retention, and financial management services, including proprietary sales tax software, as needed, to the KEDC as requested by the KEDC Board or the KEDC's Executive Director; and

2. Serve as KEDC's Investment Officer as required by Texas Government Code Section 2256 and advise the KEDC, as needed, in conformity with Section 2256 and the KEDC's Investment Policy; and

3. Provide office space for the KEDC; and

4. Provide general liability and property insurance coverage for the KEDC's activities and property through its insurance carriers; and

5. Provide for the timely payment of the State Highway 34 Bypass debt service payments, including both parties' previously agreed upon portions of the total outstanding debt.

III. LEGAL ADVISOR:

Any expenses for legal services incurred by the KEDC will be paid by the KEDC. It is agreed and understood that these charges are not a part of this Agreement.

IV. KEDC AGREES TO:

1. Provide to the City, for the purpose of administering an economic development program, all necessary funds for said purposes enumerated in Section II. The total Agreement cost shall not exceed $109,551.00, as set forth in Exhibit A, attached hereto and incorporated as if set forth fully herein, for the initial term of this Agreement, ending September 30, 2023.

2. Either party may terminate this Agreement upon written Notice of Termination to the other party as provided below. After receipt of a Notice of Termination, the City shall:

    a) Stop work on the date as specified in the thirty (30) day Notice of Termination to the extent possible; and

    b) Place no further orders or subcontracts except as may be necessary for completion of the work not terminated; and

    c) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination in so far as possible.

3. After receipt of a Notice of Termination, KEDC shall pay all expenses incurred through the date of termination.

V. OFFICIALS NOT TO BENEFIT:

No public official of the governing body of the City or of KEDC who exercises any functions or responsibilities in the review or the approval of the undertaking or carrying out of any project hereunder, shall participate in any decision relating to the contract which affects his personal interest, nor shall he have any personal or pecuniary interest direct or indirect in this contract or proceeds thereof, without the filing of a Statement or Affidavit required by State Law for full disclosure in the Minutes of KEDC, and the subsequent approval of the Minutes of KEDC by the City Council.

VI. SEVERABILITY:

Should any provision of this Agreement be adjudged illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the legality, validity of enforceability of the Agreement as a whole or any sections, subsections, sentences, or clauses herein.

VI. EFFECTIVE DATE:

This Agreement shall be effective as of October 11, 2022.

IN WITNESS WHEREOF, the parties have executed this Agreement in the year and on the day of the acknowledgments below.

KAUFMAN ECONOMIC DEVELOPMENT CORPORATION:

_____
By:

_____
Name:

_____
Title: President

CITY OF KAUFMAN, TEXAS:

_____
By:

_____
Name:

_____
Title: Mayor

ATTEST:

_____
Jessie Hanks, City Secretary

APPROVED:

_____
Emily Bowlin
Assistant City Attorney/KEDC Attorney

STATE OF TEXAS §
§
COUNTY OF KAUFMAN §

This instrument was acknowledged before me on this ___day of October, 2022, by _____ _____, President of the Kaufman Economic Development Corporation, a corporation, on behalf of said agency.

_____
Notary Public, State of Texas

My Commission expires _____

STATE OF TEXAS §
§
COUNTY OF KAUFMAN §

This instrument was acknowledged before me on this ___ day of October, 2022, by _____ _____, the Mayor of the City of Kaufman, a municipal corporation of Kaufman County, Texas.

_____
Notary Public, State of Texas

My Commission expires _____

Exhibit A

City Administrative Services		
Finance	$	3,000.00
City Secretary	$	2,600.00
Insurance	$	1,100.00
Avenu Software	$	2,750.00
Postage	$	100.00
Office Rent	$	1.00
TXDOT 34 Debt Service	$	100,000.00
TOTAL	**$**	**109,551.00**

Meeting Date: 10/24/2022 | **Date: 10/11/2022** | **Item #: 9.** | **Dept.: Administration**

Action Item

SUBJECT:

Consider and take appropriate action on the **Interlocal Development Agreement for Water and Sewer Lines and Roadways** between **Kaufman Independent School District** and the **City of Kaufman**, for the development of new elementary and junior high school campuses and other related facilities on approximately 85.213 acres out of the W.M. Peters Survey, Abstract No. 407, said property being located on the north side of SH 243 and the west side of FM 2727 (Property ID 187223 & 51233); and authorizing the Mayor or designee to execute necessary documents.

BACKGROUND:

Kaufman ISD has been actively working with the City and the developer of the proposed Highland Meadow development on infrastructure planning improvements to support the development of a school campus to support a future elementary school, junior high school, and related facilities on the north side of SH 243 and the west side of FM 2727, as well as the proposed Highland Meadow residential development located in the vicinity. A development agreement between the City and the developer of Highland Meadow was approved on July 14, 2022. The proposed Interlocal Development Agreement between Kaufman ISD and the City will set the general framework for infrastructure improvements related to the development of the school campus.

Author: Andrew Bogda, Planning Manager

Reviewed: Mike Slye, City Manager

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

Recommendation: Staff recommends approval of the Interlocal Development Agreement for Water and Sewer Lines and Roadways between Kaufman Independent School District and the City of Kaufman, subject to final attorney review.

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

INTERLOCAL DEVELOPMENT AGREEMENT
FOR WATER AND SEWER LINES AND ROADWAYS
ASSOCIATED WITH
A NEW KAUFMAN ISD
ELEMENTARY AND JUNIOR HIGH SCHOOL SITE

STATE OF TEXAS §
§
COUNTY OF KAUFMAN §

This Interlocal Development Agreement for Water and Sewer Lines and Roadways, hereinafter called "Agreement," is made and entered into by and between the KAUFMAN INDEPENDENT SCHOOL DISTRICT, an independent school district and political subdivision of the State of Texas, hereinafter called "District" and the CITY OF KAUFMAN, a home rule municipality and political subdivision of the State of Texas located in Kaufman County, Texas, hereinafter called "City." (Both District and City being jointly referred to as "Parties.")

W I T N E S S E T H :

WHEREAS, the District and the City are authorized to enter this Agreement pursuant to the provisions of the Interlocal Cooperation Act, Texas Government Code Section 791.001 et seq;

WHEREAS, the City is a political subdivision of the State of Texas and is the owner of certain public roadways and certain water and sewer facilities that it utilizes to provide utility service to its customers, including the District, and further the City has the authority to build, construct, improve, and/or maintain such roadway, water and sewer facilities within the city limits of the City;

WHEREAS, the District plans on constructing new elementary and junior high school campuses and other related facilities ("New School Campuses") to be located on the land (the "Land") described in **Exhibit 1** attached hereto, which Land the District has purchased, and intended to have the general layout as conceptualized on the Proposed Site Plan attached hereto as **Exhibit 2** ("Proposed Site Plan");

WHEREAS, the Land does not currently have the water, sewer, and roadway infrastructure necessary to build and operate the New School Campuses upon the Land;

WHEREAS the District plans to design, bid, procure, acquire easements and/or land, manage, construct and connect to existing public roads and existing City water and sewer lines, in order to provide additional public road access and water and sewer service to the New School Campuses, hereinafter called the "Project";

WHEREAS, after completion of the Project, the District intends to dedicate the off-site roads, water and sewer lines, and easements and rights of way to the City to the extent the same are not acquired by the City as set forth herein;

WHEREAS, the District has provided engineer's cost estimates for the Project as set forth in the exhibits attached hereto;

WHEREAS, attached as **Exhibit 3** is a preliminary design showing a general depiction of the routes of roads and the water and sewer lines and the accompanying cost estimates as provided by the District's engineer;

WHEREAS, except for items to be paid for or reimbursed by the City as provided for herein, the District will pay all costs and expenses associated with construction and design of the Project including, but not limited to, engineering, design, easement acquisition, construction, testing and inspection costs;

WHEREAS, the Project will benefit the City's infrastructure and will allow the City to better serve its citizens and to service additional development in the area of the New School Campuses;

WHEREAS, accordingly, the City has agreed to reimburse the District for a portion of such costs and to collect payment of a portion of such costs from neighboring landowners for reimbursement to the District for any settlement amount or compensation award provided as a result of the District's use of eminent domain or negotiation with applicable land owners to acquire any of the easements described in this Agreement.

WHEREAS, the Parties desire to enter into this Agreement pursuant to the Interlocal Cooperation Act in order to set forth the terms and conditions pursuant to which the District will provide for the design, right-of-way/easement acquisition, construction, management and payment of the roadway (including certain traffic signals and turn lanes) and water and sewer line improvements to serve the New School Campuses (which will also benefit the City and neighboring landowners) and the terms of payment or reimbursement by the City as set forth herein in order to set forth certain acquisition responsibilities of the City with respect to the Project;

NOW, THEREFORE, the District and City hereby agree as follows:

I.
BASIC AGREEMENT TERMS

1.03 Efficient and Effective Cooperation of Public Entities. The District and the City have found it will increase the efficiency and effectiveness of their respective entities as required by Section 791.001, et seq. of the Texas Government Code, the Texas Interlocal Cooperation Act ("the Act"), and will be in their best interests and the interest of the public to cooperate in creating the Project.

1.02 Basic District Obligations. Except for the easements and rights of way to be provided by the City as expressly set forth below, the District will design, acquire right-of-way and/or easements, manage and construct the Project's roadways, water lines and sewer lines including the following:

a. Design, construct and manage the Project per the City ordinances and regulations using one or more of the public procurement methods required by law, as chosen by the District, which may include the District's use of a construction manager agent;

b. Furnish the City with preliminary plans and specifications for review, comment and approval;

c. Furnish the City with final plans and specifications for review, comment and approval;

d. Resolve any claims and disputes with contractors;

e. Require customary warranties;

f. Transfer any and all warranties to the City upon City acceptance of infrastructure improvements and listing the City as dual obligee on maintenance bonds;

g. Provide the City with as-built drawings and plans; and

h Bear all legal, attorney, and court costs associated with negotiations or the use of eminent domain to secure any necessary easements under this Agreement.

1.03 City Acceptance Condition Precedent to Payment. The District and the City agree that the District completing and offering for City acceptance the roadways and water and sewer lines, the same being designed, built and completed in accordance with City ordinances and regulations, and the City accepting same, shall be a condition precedent to any future payment under this Agreement from City to District for the construction of such improvements.

1.04 Timely Completion. Each Party will endeavor to timely complete such Party's responsibilities with respect to the acquisition and construction of the applicable roadways and water and sewer lines prior to public occupancy of the buildings on the New School Campuses, including obtaining necessary easements and rights of way for the construction and installation of the roadways and water and sewer lines. The elementary school portion of the New School Campuses is intended by the District to be completed and open for public occupancy on or before August, 2024, subject to easement acquisitions, water service being delivered to the Project, and a successful bond election.

1.05 Each Party's Specific Design, Acquisition, and Construction Obligations. The Parties agree to the following:

a. Street A/City Road 1. The District agrees to dedicate to the City, at its sole cost and expense, one half of the public right of way necessary for the construction of a collector/minor collector to be located adjacent to and along the northwest side of the Land as depicted on the Proposed Site Plan attached as **Exhibit 2** (hereinafter called "Street A/City Road 1"). The half of Street A/City Road 1, which the District is responsible to dedicate to the City, shall be the half of Street A/City Road 1 which is adjacent to the Land. The City owns adjacent property that is being utilized for park purposes and will reserve for public use the other half of the public right of way necessary for the completed construction of Street A/City Road 1 which will allow access to City's parkland as well as the New Campuses. The District will prepare right of way dedication documents for the entire Street A/City Road 1 at its sole cost.

b. Street B/City Road 2. The District also agrees to dedicate to the City, at District's sole cost and expense, 100% of the public right of way necessary for the construction of a public road adjacent to and along the northeast side of the Land as depicted on the Proposed Site Plan (hereinafter called "Street B/City Road 2").

c. W-1 and W-2 Lines. The District agrees to acquire for dedication to the City, at District's sole cost and expense subject only to the reimbursement expressly provided herein, all easements or other real property interests required by City for a public right-of-way or easement to be designed and constructed by the District, subject to City approval, to complete (1) the 12" water lines along the northwest and northeast boundaries of the Land and extending to the existing 10" water line along FM 2727 as indicated by dark blue solid lines and labeled as "W-2" on the Proposed Water exhibit attached hereto as Exhibit 4 (the "Proposed Water Plan") and (2) the 12" water line extending from State Hwy 34 to Street A/City Road 1 as indicated by the red striped line labeled as "W-1" on the Proposed Water Plan.

d. SS-1 and SS-2 Sewer Lines. The District agrees to acquire for dedication to the City, at District's sole cost and expense subject only to the reimbursement expressly provided herein, all easements or other real property interests required for a public right-of-way or easement for the purpose of design and construction by the District, subject to City approval, of: (1) the 8" sewer line along the northwest boundary of the Land as indicated by a green solid line labeled as "SS-1" on the Proposed Sewer exhibit attached hereto as Exhibit 5 (the "Proposed Sewer Plan"), and (2) the 12" sewer line labeled as "SS-2" and indicated by a yellow thin-striped line on the Proposed Sewer Plan.

e. SS-3 Sewer Line. The District agrees to acquire for dedication to the City, at District's sole cost and expense subject only to the reimbursement expressly provided herein, all easements or other real property interests required for a public right-of-way or easement for the purpose of design and construction by District of an eighteen inch (18") sewer line labeled as "SS-3" and indicated by an orange line with larger stripes on the Proposed Sewer Plan.

f. Upsize Water Line. The City agrees to acquire, at its sole cost and expense, all easements or other real property interests required for a public right-of-way or easement for the City to design and construct the upsizing of the existing 8" water line to a 12" inch water line (the "Upsize Water Line") as indicated by light blue solid line on the far western side of the Proposed Water Plan.

g. Installation of Roads and Water and Sewer Lines. Upon acquisition of the right-of-way or easements by District pursuant to the requirements of this Subsection 1.05, the District agrees to complete the construction of Street A/City Road 1 and Street B/City Road 2 and to provide fully installed and operational twelve inch (12") and eight inch (8") water and sewer lines, as and where indicated for the W-1, W-2, SS-1, and SS-2 lines described on the Proposed Water Plan and Proposed Sewer Plan, at District's cost and expense in accordance with the terms of this Agreement. The City will complete at its sole cost and expense the upsizing of the Upsize Water Line from the existing 8" water line to a 12" inch water line where indicated on the Proposed Water Plan.

h. Installation of SS-3 Sewer Line and Upsizing. In addition, once the necessary right-of-way or easements have been acquired, the District further agrees to construct and provide a fully installed and operational eighteen inch (18") sewer line where indicated for the SS-3 line labeled on the Proposed Sewer Plan attached hereto. The Parties acknowledge that an eighteen inch (18") sewer line in this location is larger than the District needs to service the New School Campuses, but the City has requested the installation of this oversized eighteen (18") sewer line in anticipation of future sewer service requirements in the area and will accordingly participate in the cost of such upsizing by paying the difference between the cost of materials for the upsized 18" sewer line and the cost of materials for the required 12" sewer line necessary for District's development.

i. Installation of Traffic Signals. The District agrees to construct and provide a fully installed and operational traffic signal at the intersection of State Highway 243 and the Street A/City Road 1 (the "Street A/City Road 1 Traffic Signal"). Such traffic signal will be submitted to TXDOT for TXDOT's review, inspection and approval. The Parties also agree to use their best efforts to cause a traffic signal to be installed at the intersection of State Highway 243 and the FM 2727 (the "FM 2727 Traffic Signal") by the Texas Department of Transportation ("TXDOT") at TXDOT's sole cost and expense. The Street A/City Road 1 Traffic Signal and the FM 2727 Traffic Signal may be collectively referred to as "Traffic Signals."

j. Installation of Turn Lane Improvements. The District agrees to construct both the north bound and the south bound turn lane improvements on State Highway 243 where it intersects Street A/City Road 1 and the turn lane improvements on Street B/City Road 2 (FM 2727) (collectively, the "Turn Lane Improvements"), all as depicted on Exhibit 6, ("Turn Lane Improvements on Northbound and Southbound SH 243") and Exhibit 7, ("Turn Lane Improvements of FM 2727"), each of which are attached hereto and incorporated herein. The Turn Lane Improvements will be submitted to TXDOT for TXDOT's review, inspection and approval.

k. Approval of Purchase Price of Easement Acquisitions; Use of Eminent Domain by the District. The District shall make commercially reasonably efforts to acquire the easements which the District is responsible to acquire and dedicate to the City as provided above. However, the District shall not agree with the landowner on the purchase price of any such easement until the City has approved such purchase price in writing. In the event that the District fails to come to an agreement with any landowner at a purchase price acceptable to both the District and the City with respect to any of such easements or other real property interest the District is responsible to acquire and dedicate to the City within the timing reasonably required by the District in order to complete the Project on a commercially reasonable time frame, then the District will notify the City of such failure in writing, and following such notice provided to the City in writing, the District will undertake efforts to acquire such easement or other real property interests by any available method, including without limitation, consideration of and use by the District's Board of Trustees of its eminent domain powers. The District will then be responsible to take all actions reasonably necessary to acquire such easement within 180 days following delivery of such written notice from the District to the City. The acquisition costs for all water line and sewer line easements ((acquisition costs for purposes of this agreement are limited to negotiated settlement

amounts for easements and condemnation awards payable to the applicable landowner but excluding any acquisition costs for land required to upsize the Upsize Water Line) shall be paid proportionately by the parties as follows: 1/3rd by the District and 1/3rd by the City, with the remaining 1/3rd being collected by the City from the Neighboring Landowner (defined below). The City will cause the City's and Neighboring Landowner's share to be reimbursed to the District. In the event that the Neighboring Landowner does not connect to public services, the City will not be responsible to cause nor collect the Neighboring Landowner's share, and the District will not be reimbursed the Neighboring Landowner's share by the City.

l. Design of Roads and Water and Sewer Lines. The design of such public right-of-way/easements, roadway, and water and sewer lines (including the associated turn lanes and traffic signal improvements) must be approved by the City in advance of the beginning of any construction. The District will be responsible for all design and work on the Project. Unless otherwise specified herein, all plans and specifications for the Project will be in accordance with the City's design standards set forth in the City's Code of Ordinances and the North Central Texas Council of Governments' (NCTCOG) Standard Specifications for Public Works Construction, as presently adopted, and applicable TxDOT standards.

m. Approved Contractor and Coordination with the City. To the extent not in conflict with the District's obligation to follow public procurement requirements provided by applicable law, the District agrees to employ general construction contractors or construction managers who meet City, TXDOT and statutory requirements for being insured, licensed and bonded to perform work in public rights-of-way, in public easements, and upon publicly owned land, and to be qualified in all respects to bid on public streets and public projects of a similar nature. The District agrees to submit contract documents to the City for review and comment and to participate in a pre-construction meeting with the City and all District contractors. The District, the District's construction manager and contractors (prime, general and major subcontractors) and the City, as well as any other third party deemed necessary by the City, shall be entitled to participate in a pre-construction meeting prior to the initiation of any work. At or prior to the pre-construction meeting, the District shall provide the City with the following documents: 1) Two (2) copies of all executed construction contracts; 2) list of all construction managers/contractors/subcontractors and their project assignments; 3) Five (5) sets (and additional sets as necessary for any contractors) of approved construction plans and specifications; 4) 3% inspection fee of Authorized Improvements payable to City pursuant to City Ordinances. The list of construction managers/contractors/ subcontractors shall be updated within seven (7) days of any changes. The District agrees to give the City at least twenty-four (24) hours prior written notice of its intent to commence construction of each of the public improvements and facilities covered by this Agreement, so that the City, if it so desires, may have its representatives available to inspect the beginning and continuing progress of all work. The District agrees to notify all construction managers, contractors, and subcontractors working on the Project that all of their work is subject to inspection by a City Inspector at any time, and that such inspection may require a certification by the construction managers, contractors, and subcontractors of the type, kind, and quality of materials used on the Project. The District agrees to cause all work and construction of improvements and facilities to be stopped upon at least twenty-four (24) hour notification from the

City Engineer of nonconforming improvements, including the materials used and the methods of installation. The District further agrees to correct or cause its construction managers, contractors, and subcontractors to correct all nonconformities in accordance with the City Engineer's instructions. Should any work or construction of improvements or facilities on the Project, which has not been contemplated in the applicable project construction documents (plans and specifications) or this Agreement, become necessary due to site conditions, then the District shall be required to contact in writing (with a copy to the City) the City Engineer to determine how such work or construction should progress. The District further agrees to follow all reasonable recommendations and requirements imposed by the City Engineer in such instance. Addresses for points of contact are as follows:

City: Teague Nall & Perkins
ATTN: Philip Varughese
5237 N. Riverside Drive, Suite 100
Fort Worth, TX 76137

And

City of Kaufman
ATTN: Tim Hopwood (Public Works Director)
209 S. Washington St.
Kaufman, TX 75142

District: Kaufman Independent School District
1000 South Houston Street
Kaufman, TX 75142
Attn: Superintendent Blaylock

And

Teague Nall & Perkins
825 Watters Creek Boulevard, Suite M300
Allen, Texas 75013
Attn: Chris Schmitt

n. Acceptance of Roads. The City is agreeable to accepting Street A/City Road 1 and Street B/City Road 2 and water lines and sewer lines designed pursuant to the plans described in the Proposed Site Plan and dedicated consistent with city ordinances and regulations. The Parties acknowledge that the Traffic Signals and Turn Lane Improvements must be inspected and approved by TXDOT. It is further agreed and understood by the Parties hereto that upon acceptance by the City of all public improvements and facilities described in this Agreement, title to all such improvements and facilities shall be vested in the City, and the District hereby relinquishes any right, title, or interest in and to such improvements and facilities or any part thereof. It is further understood and agreed that until the City accepts such improvements and facilities, the City shall have no liability or responsibility with respect thereto. Acceptance of the improvements and facilities shall occur at such time as the City, through its City Engineer, provides

the District with a written acknowledgment that all improvements and facilities are complete, have been inspected and approved and are accepted by the City.

o. Payment. The City agrees to provide future payments to the District as reimbursement of a portion of the funds expended by the District, only as set out in this Agreement. Each Party paying for the performance of governmental functions or services agrees to make those payments from current revenues available to the paying Party. The Parties agree that this Agreement and the amounts contemplated herein are in an amount that fairly compensates the performing party for the services or functions performed under the contract. The Parties acknowledge that the cost figures in the Exhibits attached hereto are merely estimates and that payments due hereunder shall be made based upon actual costs incurred, less any offsets for liquidated damages or other contractual claims. Each Party shall be responsible for its respective share of any cost overruns and/or increases in actual costs over the estimated costs and expenses (as set forth in Exhibit 3, the "Overall Plan and Cost Estimates") on the portions of the Project to be performed and paid for by the other Parties. The Parties acknowledge that the intent is for each Party hereto to be reimbursed only for actual amounts expended for costs incurred in the performance of such Party's obligations under this Agreement.

II.
CITY'S RESPONSIBILITIES

2.01 Acquisition of Right of Way and Acceptance of Dedication. The City agrees to acquire the public right-of-way/easements/other real property interests for the construction of the Upsize Water Line as set forth above. The City also agrees to accept a proper dedication of the roadway, water and sewer lines, the acquisition of which is designated the responsibility of the District as described above, where the roads and lines and associated right-of-way/easements are designed, constructed and dedicated in compliance with all City ordinances, regulations and applicable law and City's acceptance occurs in accordance with the terms of this Agreement.

2.02 Reimbursement. In consideration of the agreements and cross promises contained in this Agreement, conditioned upon District's fulfillment of all of its obligations under this Agreement, and conditioned upon City's final acceptance of the roadway, water and sewer lines for the Project in accordance with the terms of this Agreement, the City agrees to reimburse the District for the following costs which are currently estimates as identified in Exhibit 3, however, the Parties intend that final reimbursement be made upon actual costs as further described in this Agreement:

a. Fifty percent (50%) of the District's actual engineering fees and construction costs expended by the District in designing and construction Street A/City Road 1;

b. Thirty-three percent (33%) of the negotiated settlement amounts or compensation awards in acquiring any of the easements or other real property interests, the acquisition of which is the obligation of the District pursuant to the provisions above, including compensation awards associated with eminent domain proceedings (provided, however, that the right of way dedications the District is to provide to the City with respect Street B/City Road 2 and the District's half of Street A/City Road 1 shall be at the District's

sole cost and expense and the acquisition of the other half of Street A/City Road 1 shall be at the City's sole cost and expense);(iii) One hundred percent (100%) of the difference between the cost of materials for the upsized 18" sewer line and the cost of materials for the required 12" sewer line necessary for District's development (the "City's Sewer Upsize Cost"). For clarification purposes, the Parties understand and agree that City shall pay the difference between the actual materials costs incurred by the District for the eighteen inch (18") sewer line and the actual materials cost for the twelve inch (12") sewer line that is required to service the New School Campuses; and

c. One-third (1/3rd) of the District's actual engineering fees and construction costs expended by the District in designing and installing the Street A/City Road 1 Traffic Signal at the intersection of State Highway 243 and Street A/City Road 1.

The reimbursement payments due from City hereunder for District's costs in acquiring each easement, right-of-way, or other real property interest in accordance with this Agreement shall be made within thirty (30) days following the District's acquisition and recordation of the easement, right of way or other real property interest. City's reimbursement payment to District hereunder for District's costs of construction of each roadway (including Traffic Signals and Turn Lane Improvements), water line, or sewer line shall be due to District within thirty (30) days of the date of City's written acceptance of such public infrastructure in accordance with this Agreement. City's obligation to reimburse District shall be conditioned upon District submitting all of the District's invoices documenting the costs for such completion (as applicable) to City for review and approval. Such invoices shall detail the amounts expended by District and any offsets against such amounts, including without limitation reductions in payment resulting from the dedication of liquidated damages, and shall specifically list City's share of such costs, the District's share of such costs, and the Neighboring Landowner's Share (as defined below). Other than the collection from the Neighboring Landowner (defined below) of the Neighboring Landowner's Share (defined below) of the Project's expenses and the payment of such collected amounts to the District as set forth below, the reimbursement payments described herein shall be the City's sole financial participation in the costs incurred by District in connection with its obligations under this Agreement. The Parties understand and expressly agree that Neighboring Landowner is not a party to this Agreement, and that City shall not be liable to District for any amount due from Neighboring Landowner pursuant to this Agreement if the Neighboring Landowner never actually seeks to have its property connected to the Project's roadways, or to be connected to or serviced by the water and sewer lines constructed for the Project, and if as a result thereof, such payment amount is never actually collected by City from Neighboring Landowner.

2.03 Collection and Payment of Neighboring Landowner's Share of Costs. Williamsburg Construction Services, Inc (the "Neighboring Landowner") owns various tracts of land described or depicted on Exhibit 8 attached hereto and incorporated herein (the "Neighboring Landowner Tracts"), which are adjacent to, abutting, within the drainage area, or in the vicinity of the roadways and water and sewer lines to be installed by the District pursuant to this Agreement, and such Neighboring Landowner will obtain a benefit as a result of the completion of the Project by District and City pursuant to this Agreement, but because Neighboring Landowner is not a party hereto,

the benefit received would unjustly enrich Neighboring Landowner unless Neighboring Landowner pays its proportionate share of the costs of the Project.

Accordingly, the City agrees to negotiate with Neighboring Landowner for the purpose of entering into a development agreement or amending any existing development agreement with such Neighboring Landowner for, among other purposes, the purpose of obtaining the Neighboring Landowner's covenant to pay the Neighboring Landowner Share (as defined below) of the costs expended by the District in completing the Project ("Neighboring Landowner Development Agreement"). Such Neighboring Landowner Development Agreement shall provide that the City will not permit the Neighboring Landowner Tracts to be connected to the Project's roadways, or to be connected to or serviced by the water and sewer lines constructed for the Project unless and until the Neighboring Landowner pays the City the Neighboring Landowner Share. The District's obligations under this Agreement shall be conditioned upon the Neighboring Landowner Development Agreement being executed by the City and the Neighboring Landowner in a form and content acceptable to the District. The City agrees to remit to District any portion of the Neighboring Landowner Share each time that City collects such amount from Neighboring Landowner. City agrees to remit payment of the collected Neighboring Landowner Share to District within thirty (30) days of collection of such payment by Neighboring Landowner. The Parties understand and agree that the intent is for the City to collect the full amount of the Neighboring Landowner Share in accordance with this Agreement and remit such amounts to District, but in the event the Neighboring Landowner never actually seeks to have its property connected to the Project's roadways, or to be connected to or serviced by the water and sewer lines constructed for the Project, and as a result, never pays the full amount of the Neighboring Landowner Share, City shall not be liable to District for any unpaid portions of costs incurred by District that are identified in this Agreement as due and payable by Neighboring Landowner. The City agrees to record the Neighboring Landowner Development Agreement in the official real estate records of the clerk of Kaufman County, Texas and to provide within such agreement that the obligations described therein shall run with the land of the Neighboring Landowner Tracts. The "Neighboring Landowner Share" shall be allocated for the following costs which are currently estimates as identified in Exhibit 3, however, the Parties intend that final reimbursement be made upon actual costs as further described in this Agreement:

a. one half (1/2) of the District's actual engineering fees and construction costs expended by the District in completing the SS-3 18" sewer line described on the Proposed Sewer Plan after deducting from such fees and costs the City's Sewer Upsize Cost (which upsize costs are to be reimbursed directly to the District by the City);

b. one half (1/2) of the District's actual engineering fees and construction costs expended by the District in completing the 12" sewer line labeled as SS-2 and depicted on the Proposed Sewer Plan;

c. one half (1/2) of the District's actual engineering fees and construction costs expended by the District in completing the W-1 12" water line described on the Proposed Water Plan;

d. one third (1/3rd) of the District's actual engineering fees and construction costs expended by the District in designing, installing, and obtaining TXDOT's approval of the Street A/City Road 1 Traffic Signal at the intersection of State Highway 243 and Street A/City Road 1;

e. one half (1/2) of the District's actual engineering fees and construction costs expended by the District in designing, installing, and obtaining TXDOT's approval of both the north bound and the south bound Turn Lane Improvements on State Highway 243 where it intersects with Street A/City Road 1; and

f. one third (1/3) of the negotiated settlement amounts or compensation awards expended to to acquire all the water line and sewer easements described above other than the costs to acquire any land for the upsizing of the Upsize Water Line.

In addition to the Neighboring Landowner, there are other landowners in the vicinity of the Project who will obtain a benefit as a result of the completion of the Project by District and City pursuant to this Agreement. This Agreement shall constitute a written request under Section 12.08.062 of the City's General Ordinances for the purpose of establishing a pro-rata fee for reimbursement from abutting landowners for the water and sewer lines involved in the Project. In addition to the fees to be collected by the City from the Neighboring Landowner as set forth above, the City will also collect pro-rata fees from other landowners and will reimburse to the District and the Neighboring Landowner their respective proportionate shares of any pro-rata fees collected from other landowners in accordance with Chapter 12, Division 3 of the City's General Ordinances.

III.
DISTRICT'S RESPONSIBILITIES

3.01 Acquisition of Property for Public Right-of-Way and Easements. Except for the right of way, easements or other real property interests to be acquired by the City for the Upsize Water Line as expressly described in this Agreement, the District is responsible for securing all easements and right of way or other real property interests, including through eminent domain proceedings if necessary, required for construction of the Project at District's sole cost and expense (subject to reimbursement due to District as provided in this Agreement). Each easement/right-of-way and property related document shall name the City of Kaufman as grantee or authorized party and originals shall be delivered to the City of Kaufman for filing in the property records prior to acceptance of the roadway, water line or sewer line or previously filed of record by District.

3.02 Professional Services. The District covenants and agrees to engage competent, experienced design professionals, including a registered public surveyor and a civil engineer licensed to practice in the State of Texas, to provide design, administration, management, oversight and inspection services pertaining to the roadway, water and sewer line to be constructed for the Project. Such services shall include not only design services, but also procurement phase and construction phase services. The design professionals engaged in furtherance of this Agreement shall be required to comply with all laws, rules, or regulations of applicable governmental authorities in order to meet or exceed the quality standards set by such applicable governmental

authorities. The design plan for the roadway, water line, and sewer lines to service the New School Campuses shall be a design that is mutually acceptable and agreed upon in advance by the District and the City that can adequately accommodate District requirements to service the New School Campuses and that complies with applicable City ordinances and TxDOT requirements.

3.03 Construction. Once a contract is awarded for the improvements, the District's construction manager and/or contractors will begin the construction of the improvements in accordance with the approved plans and specifications on the Project and continue such construction efforts thereafter in a diligent manner until the Project is completed and accepted by the City in accordance with the terms of this Agreement.

3.04 Progress of Work/Inspection. Upon request, the District shall provide an update of the status of the construction of the Project improvements to the City. The Project will be inspected by the City in accordance with City's standard inspection processes for public infrastructure, including without limitation, the requirement for District to pay all applicable fees

3.05 Documentation of Cost Items. As the reimbursements are based upon actual construction and design costs (where applicable) which may include direct engineering, and surveying costs expended by the District, the District shall provide City with copies of all invoices and payments made by the District, along with any other records requested by the City that the City has determined necessary to determine actual costs. District shall not include in construction costs any costs for estimation, interest, financial services, legal services or expenses, overhead, easement, right-of-way or other property interest acquisition costs, construction administration or general administration or other such indirect costs related to the Project (the "Allowable Construction and Design Costs"). Allowable Construction and Design Costs shall be solely related to the roadway (including Traffic Signals and Turn Lane Improvements), water and sewer lines therefor and may not involve work on other matters. At the end of the Project and as a condition precedent to City's final acceptance of the Project, District shall provide a full and final accounting of all claimed expenditures for construction costs and supporting documentation, including but not limited to all invoices, agreements, and payment records, and an affidavit of all bills paid executed by the District's construction manager or general contractor. No reimbursement is required or subject to calendaring until District has submitted a statement of the amount sought for reimbursement and an accounting, with supporting documents, in support of its claimed construction costs. Upon receipt of such documentation, City shall have thirty (30) days to review the documents provided and identify additional documents City deems necessary to determine that the payment requested by District consists of Allowable Construction and Design Costs, that such amounts requested are the actual amounts paid, less any offsets or credits, including liquidated damages, and that such amounts are properly allocated between the Parties pursuant to the terms of this Agreement. Upon good cause shown, time for City to review the documents provided under this section can be extended for an additional thirty (30) days. Upon approval of such documentation, City shall have ten (10) business days to remit payment to District, and if there are disputed amounts, City shall pay District all Allowable Construction and Design Costs only and the disputed amounts may be withheld by City. Upon the Parties' resolution of disputed amounts, such amounts shall be paid

to District within ten (10) days of the date that the Parties reach agreement regarding the total amount of Allowable Construction and Design Costs.

3.06 Conveyances. The necessary utility easements, rights of way, and other real property interests required for the Project improvements to be installed by the District pursuant to the above shall be granted to the City on forms acceptable to the City. The reimbursements the City is required to make to the District for the District's acquisition of such easements, rights of way, and other real property interests shall be made within thirty (30) days following the District's acquisition and recordation of the easement, right of way or other real property interest.

3.07 District Contractors. District's construction managers and contractors shall not be acting as an agent, employee, partner, joint venturer or associate of the City, but rather shall be acting as an independent contractor of the District. The employees or agents of the District's construction managers or contractors shall not be deemed or construed to be the employees, representatives or agents of the City for any purposes whatsoever.

3.08 District Supervision. District shall be solely obligated to supervise and ensure that its construction managers and general contractors perform in accordance with its requirements and the approved construction plans and specifications for the Project. The District shall also be obligated to ensure, to its own satisfaction, its construction managers and general contractors maintain adequate levels of general liability insurance and workers compensation coverage. District Contractors shall comply with all applicable regulations for contractors working in or upon City easements, right of way, or other publicly owned property.

3.09 Compliance with Law. District and its construction managers and contractors shall materially comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies in any manner affecting the work, the performance of this Agreement, or the Project.

3.10 Responsibility for Design and Construction of Improvements. Approval by the City Engineer of any plans, designs or specifications submitted by the District pursuant to this Agreement shall not constitute or be deemed to be a release of the responsibility and liability of the District, its engineers, contractors, or agents with respect to the District's construction of any of the Project's improvements or facilities, or for the accuracy and competency of the Project's improvements and facilities design and specifications as prepared by the District's engineer, it being the intent of the parties that the approval by the City Engineer signifies the City's approval on only the general design concept of the improvements and facilities to be constructed. **To the extent allowed by law, the District shall release, indemnify, defend and hold harmless the City, its officers, agents, servants and employees, from any demands, actions, causes of action, obligations, loss, damage, liability or expense, including attorneys' fees and expenses, on account of or with respect to damage to property and injuries, including death, to any and all persons which may arise out of or result from any defect, deficiency or negligence in the District's construction of the Project's public improvements and facilities or with respect to the District's engineer's designs and specifications incorporated into any improvements and facilities constructed in accordance therewith, and the District shall defend at his own**

expense any suits or other proceedings brought against the City, its officers, agents, servants or employees, or any of them, on account thereof, and pay all expenses and satisfy all judgments which may be incurred or rendered against them or any of them in connection herewith.

IV.
COSTS

4.01 Responsibility for Costs. Except for those items set forth above which are to be reimbursed to the District as designated above, the District shall be solely responsible for all costs associated with the acquisition, design, construction and installation of Project and all costs associated with connection to the existing City water and sewer lines and roadways as well as all other costs of the New School Campuses not expressly identified in this Agreement. After City acceptance, the City shall be solely responsible for all costs associated with the maintenance, repair and operation of the roadway, water and sewer lines and the District shall have no obligation for such maintenance and operation. The Parties agree that the payments made by each hereunder fairly compensate each for the services rendered and the benefits received.

V.
TERM AND TERMINATION

5.01 Term. Subject to and upon the terms and conditions set forth herein, this Agreement shall commence upon the approval of the Parties and the date of the latest signature hereto and shall continue in force and effect from the Effective Date until the later of August 20, 2024 or until all work described herein has been completed and final payment is made by the City to the District for City's share of the costs incurred by District and all payments collected from Neighboring Landowner due under this Agreement have been remitted to District.

5.02 Force Majeure. If force majeure prevents either Party hereto from performing any of its obligations under this Agreement, in whole or in part, then the obligations of such party, to the extent affected by such force majeure, shall be suspended during the continuance of any inability so long as such party is exercising due diligence to resume performance at the earliest practicable time. As soon as reasonably possible after occurrence of the force majeure relied upon, the Party whose contractual obligations are affected thereby shall give notice and full particulars of such force majeure to the other party. The term "Force Majeure," as used herein, shall include, without limitation of the generality thereof, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, partial or entire failure of water supply, and any other inabilities of either Party, whether similar to those enumerated or otherwise, which are not within the control of the party claiming such inability, and which such party could not have avoided by the exercise of due diligence and care.

VI.
CONDITIONS AND REPRESENTATIONS

6.01 District's Representations. District acknowledges, represents and agrees that:

a. District is a political subdivision of the State of Texas and has the requisite power and authority to take all necessary action to execute and deliver this Agreement and to perform all obligations hereunder;

b. Execution of this Agreement and the consummation of the transactions contemplated hereunder will not constitute an event of default under any contract, covenant or agreement binding upon it, and will not violate the provisions of the United States Constitution, the Texas Constitution, or any federal, state or local law, ordinance or regulation;

c. The City is executing this Agreement in reliance on each of the warranties and representations set forth above and each such representation and warranty of the District will survive the execution and delivery of this Agreement and the consummation of each of the transactions contemplated by this Agreement;

d. The execution, delivery and performance of this Agreement have been duly authorized by all necessary action on the part of the District and the person executing this Agreement on behalf of the District has been fully authorized and empowered to bind the District to the terms and provisions of this Agreement; and

e. This Agreement does not contravene any law or any governmental rule, regulation or order applicable to the District.

6.02 City's Representations. The City represents and warrants to District that:

a. The City is a home rule municipality of the State of Texas, and has the requisite power and authority to take all necessary action to execute and deliver this Agreement and to perform all obligations hereunder;

b. Execution of this Agreement and the consummation of the transactions contemplated hereunder will not constitute an event of default under any contract, covenant or agreement binding upon it, and will not violate the provisions of the United States Constitution, the Texas Constitution, or any federal, state or local law, ordinance or regulation;

c. The District is executing this Agreement in reliance on each of the warranties and representations set forth above and each such representation and warranty of the City will survive the execution and delivery of this Agreement and the consummation of each of the transactions contemplated by this Agreement; and

c. The execution, delivery and performance of this Agreement have been duly authorized by all necessary action on the part of the City and the person executing this Agreement on behalf of the City has been fully authorized and empowered to bind the City to the terms and provisions of this Agreement;

e. This Agreement does not contravene any law or any governmental rule, regulation or order applicable to the City.

VII.
REMEDIES

7.01 Remedies for District's Failure. If District fails or refuses to timely comply with any of its obligations hereunder, or if District's representations or covenants contained herein are not true or have been breached, the City will have the right to enforce this Agreement by any remedy in equity or law to which it may be entitled, including termination, or to waive the applicable objection or condition. No duty for any City reimbursement for constructed improvements applies until there is a roadway, water line or sewer line designed, constructed, dedicated consistent with City ordinances and regulations and accepted by City in accordance with the terms of this Agreement. The City as one of its remedies for a default by District may refuse to make any payment under this Agreement.

7.02 Remedies for City's Failure. If the City fails or refuses to timely comply with its obligations hereunder, or if the City's representations or covenants contained herein are not true or have been breached, District will have the right to enforce this Agreement by any remedy in equity or law to which it may be entitled, including termination, or waive the applicable objection or condition.

7.03 Notice of Default. If either Party (referred to herein as the "Defaulting Party") fails to comply with its obligations under this Agreement or is otherwise in breach or default under this Agreement (collectively, a "Default") then the other Party (referred to herein as the "Non-Defaulting Party") may not invoke any rights or remedies with respect to the Default until and unless: (i) the Non-Defaulting Party delivers to the Defaulting Party a written notice (the "Default Notice") which specifies all of the particulars of the Default and specifies the actions necessary to cure the Default; and (ii) the Defaulting Party fails to commence to cure any matters specified in the Default Notice within thirty (30) days after the Defaulting Party's receipt of the Default Notice or fails to thereafter pursue curative action with reasonable diligence to completion within ninety (90) days or such time frame as agreed upon in writing by the Parties.

VIII.
NOTICES

8.01 Addresses for Notices. All notices hereunder from District to the City will be sufficient if sent by certified mail, with confirmation of delivery, or hand delivery, addressed to the City to the attention of:

City of Kaufman
ATTN: City Manager
209 S. Washington St.
Kaufman, TX 75142

With a Copy To: Patricia Adams, City Attorney
Messer Fort McDonald
6371 Preston Road Suite 200
Frisco Texas 75034

All notices hereunder from the City to District will be sufficiently given if sent by certified mail, with confirmation of delivery, or hand delivery, addressed to the District to the attention of:

Kaufman Independent School District
1000 South Houston Street
Kaufman, TX 75142
Attn: Superintendent Blaylock

With a Copy To: Abernathy, Roeder, Boyd & Hullett, P.C.
1700 Redbud Drive, Suite 300
McKinney, TX 75069
Attn: Jared J. Pace

AND

Teague Nall & Perkins
825 Watters Creek Boulevard, Suite M300
Allen, Texas 75013
Attn: Chris Schmitt

IX.
MISCELLANEOUS

9.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791, Texas Government Code.

9.02 Appropriation of Funds. Each Party covenants that as of the date of execution of this Agreement, it reasonably believes that it has appropriated or will appropriate sufficient funds available to make all payments and costs for which it is responsible under this Agreement.

9.03 Counterparts. This Agreement may be simultaneously executed in any number of counterparts, each of which will serve as an original and, will constitute one and the same instrument.

9.04 Costs and Expenses. Except as otherwise expressly provided herein, each Party will be responsible for all costs and expenses incurred by such Party in connection with the transaction contemplated by this Agreement.

9.05 Governing Law. This Agreement will be governed by the Constitution and laws of the State of Texas, except as to matters exclusively controlled by the Constitution and Statutes of the United States of America.

9.06 Successors and Assigns. The assignment of this Agreement by either Party is prohibited without the prior written consent of the other Party, which consent will not be unreasonably withheld. All of the respective covenants, undertakings, and obligations of each of the Parties will bind that Party and will apply to and bind any successors or assigns of that Party.

9.07 Headings. The captions and headings appearing in this Agreement are inserted merely to facilitate reference and will have no bearing upon its interpretation.

9.08 Partial Invalidity. If any of the terms, covenants or conditions of this Agreement, or the application of any term, covenant, or condition, is held invalid as to any person or circumstance by any court with jurisdiction, the remainder of this Agreement, and the application of its terms, covenants, or conditions to other persons or circumstances, will not be affected.

9.09 Waiver. Any waiver by any Party of its rights with respect to a default or requirement under this Agreement will not be deemed a waiver of any subsequent default or other matter.

9.10 Amendments. This Agreement may be amended or modified only by written agreement duly authorized by the governing body of the City and District and executed by the duly authorized representatives of all Parties.

9.11 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement. Without limitation, each Party agrees to execute and deliver all such other and further instruments and undertake such actions as are or may become necessary to effectuate the purposes and intent of this Agreement.

9.12 Venue. All obligations of the Parties are performable in Kaufman County, Texas and exclusive venue for any action arising hereunder will be in Kaufman County.

9.13 Third Party Beneficiaries. Except as otherwise expressly provided herein, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties, any rights, benefits, or remedies under or by reason of this Agreement.

9.14 Representations. Unless otherwise expressly provided, the representations, covenants, and other agreements will be deemed to be material and continuing, will not be merged, and will survive the design, construction, and acceptance of the improvements.

9.15 Timeliness. Time is expressly declared to be of the essence in regard to this Agreement.

9.16 Interpretation. Regardless of the actual drafter, the Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any party. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document

9.17 Agreement Read. The Parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.

9.18 No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to the Parties hereto, their past or present officers, officials, employees, or agents, nor to create any legal rights or claim on behalf of any

third party. Neither party waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States to any claim by a third party.

9.20 Introductory Clauses. The introductory clauses, representations, covenants and recitals contained in this Agreement are true and correct as of the Effective Date, are hereby incorporated into this Agreement and form the basis upon which the Parties negotiated and entered into this Agreement.

9.21 Entire Agreement. This Agreement, including the attached exhibits, contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties with respect to such matter.

9.22 Independent Contractors. Nothing contained herein shall be construed as creating a relationship between the Partis of joint venture, partnership, business enterprise, employee/employer, agent or representative. The Parties are governmental entities exercising their rights pursuant to Chapter 791 to enter into this Agreement, and neither the District's nor the City's officials, officers, employees, contractors, representatives or agents shall be deemed or construed as acting by, on behalf of, or through authorization of the other.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned District and the City hereto execute this Agreement to be effective on the latest date reflected by the signatures below.

KAUFMAN INDEPENDENT SCHOOL DISTRICT:

_____

Dr. Lori Blaylock, Superintendent
Date: _____

ATTEST:

_____

_____, Secretary of the Board of Trustees

APPROVED AS TO FORM:

_____

Jared Pace, Attorney for the Board of Trustees

CITY OF KAUFMAN, TEXAS:

_____

Jeff Jordan, Mayor
Date: _____

ATTEST:

_____

Jessie Hanks, City Secretary

APPROVED AS TO FORM:

_____

Patricia A. Adams, City Attorney

EXHIBIT 1
Description of the Land

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND, PART OF THE WM. PETERS SURVEY, ABSTRACT NO. 407, KAUFMAN COUNTY, TEXAS, ALL OF THAT CERTAIN CALLED 30.4095 ACRE TRACT CONVEYED TO HOWELL & ASSOCIATES. INC. BY WILLIAM SCOTT HUNSAKER ON DECEMBER 23, 1999, RECORDED IN VOL. 1419 PAGE 27 OF THE DEED RECORDS OF KAUFMAN COUNTY, TEXAS AND PART OF THAT CERTAIN CALLED 91.2285 ACRES, SAVE AND EXCEPT 1.000 ACRE AND 30.4095 ACRES, CONVEYED TO HOWELL & ASSOCIATES, INC. BY WANDA LYNN HOWELL AND RONALD DEAN HUNSAKER ON OCTOBER 19, 2009, RECORDED IN VOL. 3674 PAGE 626 OF THE DEED RECORDS OF KAUFMAN COUNTY, TEXAS, BEING MORE COMPLETELY DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT A 3/8" IRON ROD FOUND AT THE EAST CORNER OF THE ABOVE MENTIONED 30.4095 ACRE TRACT, AT THE SOUTH CORNER OF THE NETA DEAN MASSEY 57.9215 ACRE THIRD TRACT, RECORDED IN VOL. 590 PAGE 10 OF THE DEED RECORDS OF KAUFMAN COUNTY, TEXAS AND BEING IN THE NORTHWEST RIGHT OF WAY LINE OF FARM TO MARKET ROAD NO. 2727.

THENCE S 46 DEG. 29 MIN. 06 SEC. W, WITH THE NORTHWEST RIGHT OF WAY LINE OF FARM TO MARKET ROAD NO. 2727, A DISTANCE OF 829.66 FT. TO A 3/8" IRON ROD SET FOR CORNER.

THENCE N 36 DEG. 15 MIN. 27 SEC. W, A DISTANCE OF 358.79 FT. TO A 3/8" IRON ROD SET FOR CORNER.

THENCE S 46 DEG, 29 MIN. 06 SEC. W, A DISTANCE OF 743.28 FT. TO A 3/8" IRON ROD SET IN THE NORTH RIGHT OF WAY LINE OF STATE HIGHWAY NO. 243.

THENCE N 71 DEG. 36 MIN. 27 SEC. W, WITH THE NORTH RIGHT OF WAY LINE OF STATE HIGHWAY NO. 243, A DISTANCE OF 1092.17 FT. TO A 5/8" IRON ROD FOUND AT THE SOUTHEAST CORNER OF THE MATTHEW BARNARD 0.636 ACRE TRACT, RECORDED IN VOL. 2796 PAGE 40 OF THE DEED RECORDS OF KAUFMAN COUNTY, TEXAS.

THENCE N 20 DEG. 49 MIN. 31 SEC. E, WITH THE EAST LINE OF SAID 0.636 ACRE TRACT, A DISTANCE OF 152.89 FT. TO A 3/8" IRON ROD FOUND AT THE NORTHEAST CORNER OF SAME.

THENCE N 69 DEG. 52 MIN. 28 SEC. W, WITH THE NORTH LINE OF SAID 0.636 ACRE TRACT, A DISTANCE OF 179.04 FT. TO A 3/8" IRON ROD SET AT THE NORTHWEST CORNER OF SAME AND BEING IN THE EAST LINE OF THE DOROTHY WANDA HUNSAKER 0.559 ACRE TRACT, RECORDED IN VOL. 590 PAGE 10 OF THE DEED RECORDS OF KAUFMAN COUNTY, TEXAS.

THENCE N 20 DEG. 24 MIN. 38 SEC. E, WITH THE EAST LINE OF SAID 0.559 ACRE TRACT, A DISTANCE OF 53.45 FT. TO A 3/8" IRON ROD FOUND AT THE NORTHEAST CORNER OF SAME.

THENCE N 70 DEG. 25 MIN. 07 SEC. W, WITH THE NORTH LINE OF SAID 0.559 ACRE TRACT, PASSING THE NORTHWEST CORNER OF SAME, CONTINUING A TOTAL DISTANCE OF 490.52 FT. TO A 3/8" IRON ROD FOUND AT THE NORTHWEST CORNER OF THE KIMBERLY LYNN HOWELL ZABY, ET VIR 1.000 ACRE TRACT, RECORDED IN VOL. 716 PAGE 638 OF THE DEED RECORDS OF KAUFMAN COUNTY, TEXAS.

THENCE S 18 DEG. 20 MIN. 28 SEC. W, WITH THE WEST LINE OF SAID 1.000 ACRE TRACT, A DISTANCE OF 221.76 FT. TO A 3/8" IRON ROD SET AT THE SOUTHWEST CORNER OF SAME AND BEING IN THE NORTH RIGHT OF WAY LINE OF STATE HIGHWAY NO. 243.

THENCE N 71 DEG. 36 MIN. 27 SEC. W, WITH THE NORTH RIGHT OF WAY LINE OF STATE HIGHWAY NO. 243, A DISTANCE OF 114.59 FT. TO A 3/8" IRON ROD SET AT THE P.C. OF A CURVE TO THE RIGHT, THE RADIUS POINT OF WHICH BEARS N 18 DEG. 23 MIN. 33 SEC. E-2815.24 FT.

THENCE, CONTINUING WITH SAID RIGHT OF WAY LINE AND WITH SAID CURVE TO THE RIGHT, THE ANGLE OF WHICH IS 3 DEG. 33 MIN. 55 SEC., THE RADIUS IS 2815.24 FT. AND THE TANGENT IS 87.62 FT., A DISTANCE OF 175.18 FT. TO A 3/8" IRON ROD SET FOR CORNER.

THENCE N 6 DEG. 01 MIN. 14 SEC. E, CONTINUING WITH SAID RIGHT OF WAY LINE, A DISTANCE OF 109.88 FT. TO A 3/8" IRON ROD SET AT A CORNER IN THE SOUTHEAST LINE OF THE LEONARD G. MIZE AND CAROLYN L. MIZE 2.32 ACRE TRACT 1, RECORDED IN VOL. 2547 PAGE 291 OF THE DEED RECORDS OF KAUFMAN COUNTY, TEXAS AND BEING IN THE CENTERLINE OF A GRAVEL DRIVE.

THENCE N 45 DEG. 17 MIN. 36 SEC. E, WITH THE SOUTHEAST LINE OF SAID 2.32 ACRE TRACT, PASSING THE EAST CORNER OF SAME, CONTINUING A TOTAL DISTANCE OF 1473.54 FT. TO A 2" IRON PIPE FOUND AT AN ELL CORNER OF THE LEONARD C. MIZE, ET UX 73.050 ACRE TRACT ONE, RECORDED IN VOL. 1180 PAGE 523 OF THE DEED RECORDS OF KAUFMAN COUNTY, TEXAS.

THENCE S 42 DEG. 36 MIN. 03 SEC. E, WITH THE EASTERLY SOUTHWEST LINE OF SAID 73.050 ACRE TRACT, A DISTANCE OF 306.16 FT. TO A OLD FENCE CORNER POST FOUND AT THE EASTERLY SOUTH CORNER OF SAME.

THENCE N 45 DEG. 41 MIN. 50 SEC. E, WITH THE EASTERLY SOUTHEAST LINE OF SAID 73.050 ACRE TRACT, A DISTANCE OF 919.57 FT. TO A 3/8" IRON ROD FOUND AT THE WEST CORNER OF THE ABOVE MENTIONED 57.9215 ACRE TRACT.

THENCE S 43 DEG. 54 MIN. 03 SEC. E, WITH THE SOUTHWEST LINE OF SAID 57.9215 ACRE TRACT, A DISTANCE OF 1968.97 FT. TO THE POINT OF BEGINNING, CONTAINING 85.234 ACRES OF LAND.

EXHIBIT 2
Proposed Site Plan

EXHIBIT 2

PROPOSED SITE PLAN

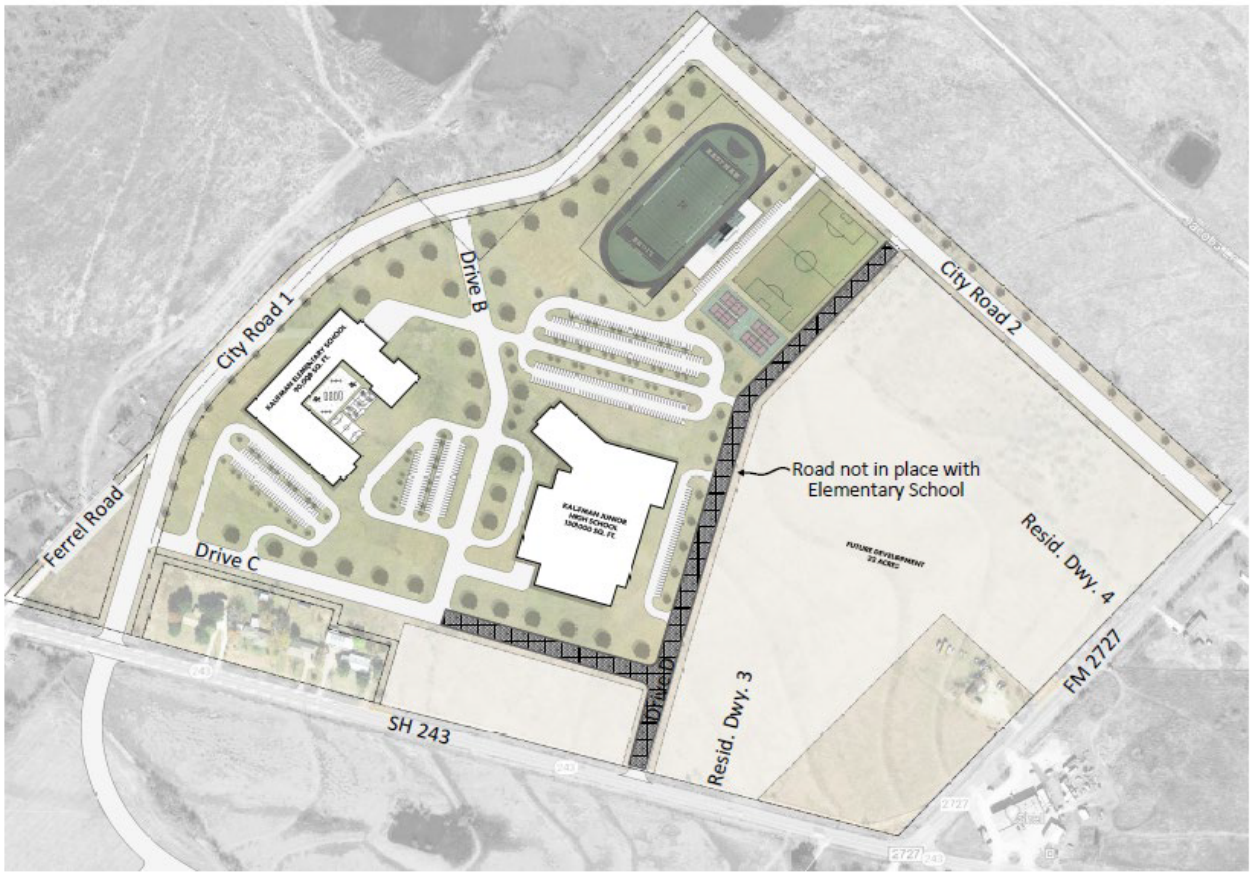
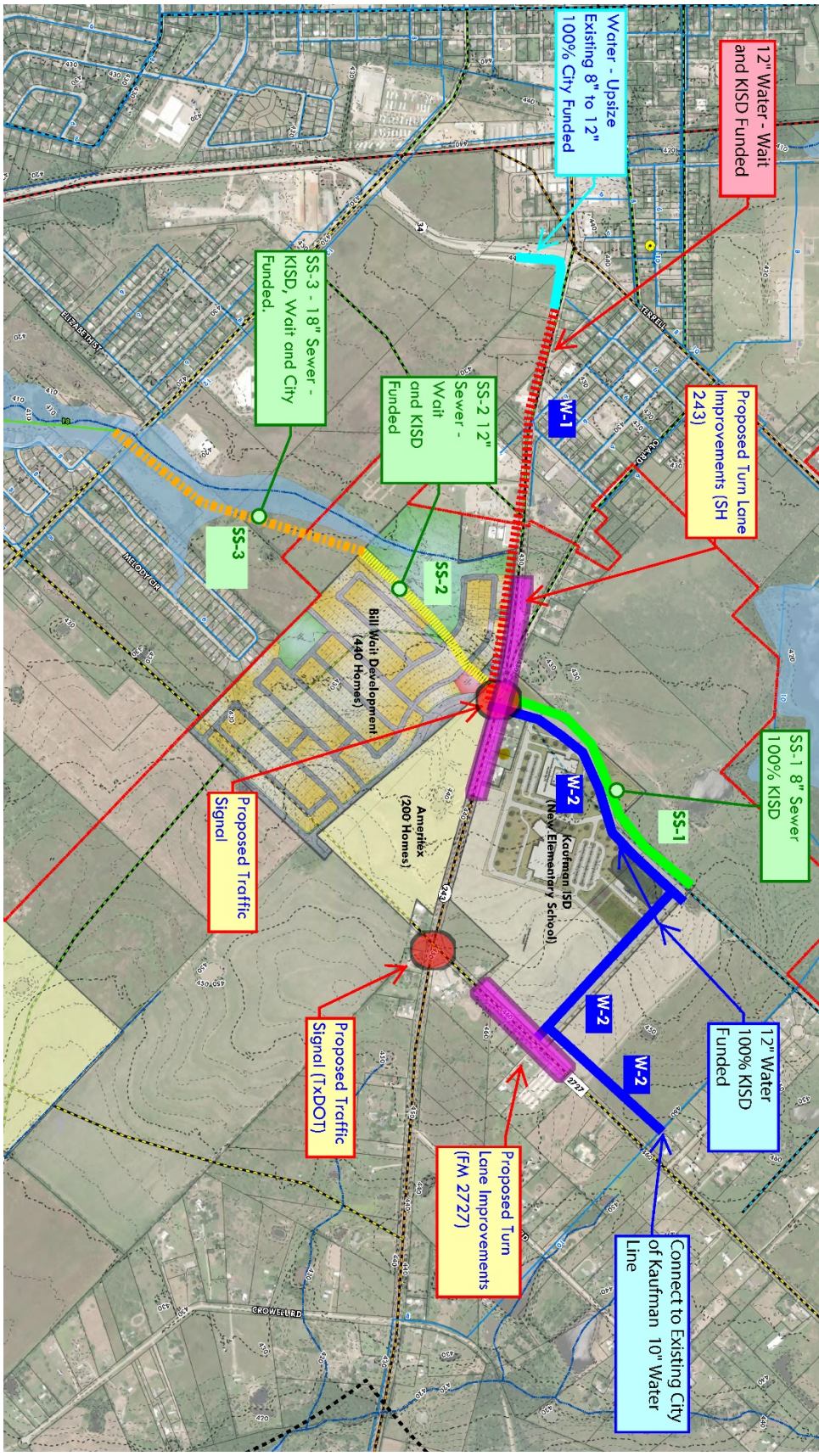


EXHIBIT 3
Overall Plan and Cost Estimates

(See Attached)


12" Water - Wait and KISD Funded
Water - Upsize Existing 8" to 12" 100% City Funded
Proposed Turn Lane Improvements (SH 243)
SS-1 8" Sewer 100% KISD
SS-2 12" Sewer - Wait and KISD Funded
SS-3 - 18" Sewer - KISD, Wait and City Funded.
W-1
W-2
W-2
W-2
SS-1
SS-2
SS-3
Kaufman ISD (New Elementary School)
Bill Wait Development (440 Homes)
Ameritex (200 Homes)
Proposed Traffic Signal
Proposed Traffic Signal (TxDOT)
Proposed Turn Lane Improvements (FM 2727)
12" Water 100% KISD Funded
Connect to Existing City of Kaufman 10" Water Line
TERRELL
CR 490
ELIZABETH ST
MELODY CIR
CROWELL RD
34
2727

CONCEPTUAL OPINION OF PROBABLE COST
for the
KAUFMAN ISD - OFFSITE INFRASTRUCTURE
10/20/2022
Prepared by Teague Nall and Perkins, Inc.

	DESCRIPTION	KISD	Wait	City of Kaufman	TxDOT	SUBTOTAL	SUBTOTAL
I	Water Improvements						
	SH 243 to KISD	$ 562,393	$ 562,393			$ 1,124,786	
	KISD to FM 2727 Connection	$ 2,117,006				$ 2,117,006	
							$ 3,241,792
II	Sewer Improvments						
	KISD Site	$ 640,026				$ 640,026	
	KISD/Wait	$ 262,173	$ 262,173			$ 524,346	
	KISD/Wait to FM 1836 (Rand Road)	$ 366,319	$ 366,319	$ 81,404		$ 814,041	
							$ 1,978,413
III	Roadway Improvements						
	City Road 1 - Collector Road A (2,500 LF)	$ 1,862,000		$ 1,862,000		$ 3,724,000	
	City Road 2 - Collector Road B (2,000 LF)	$ 3,189,686				$ 3,190,000	
							$ 6,914,000
IV	TxDOT Turn Lane Improvements						
	SH 243/New Collector Intersection North Bound	$ 400,000	$ 400,000			$ 800,000	
	SH 243/New Collector Intersection South Bound						
	SH 2727/New Collector Road	$ 530,000				$ 530,000	
							$ 1,330,000
V	TxDOT Signal Improvments						
	SH 243/FM 2727				$ 200,000	$ 200,000	
	SH 243/New Collector Road Intersection	$ 66,667	$ 66,667	$ 66,667		$ 200,000	
							$ 400,000
		$ 9,996,269	$ 1,657,551	$ 2,010,071	$ 200,000	$ 13,864,205	$ 13,864,205

1 City of Kaufman, Wait and KISD shall equally participate in any/all easment and/or ROW acquisition costs.
2 Kaufman ISD shall provide eminent domain for any easments/ROW if necessary

CONCEPTUAL OPINION OF PROBABLE COST
for the
CITY OF KAUFMAN
6/24/2022
Prepared by Teague Nall and Perkins, Inc.
TNP No.

WATER - City of Kaufman

WATER - CITY OF KAUFMAN

DESCRIPTION	QUANTITY	UNIT	UNIT COST	SUBTOTAL	100% KISD QUANTITY	100% KISD SUBTOTAL	KISD - Wait Split QUANTITY	KISD - Wait Split SUBTOTAL	Total QUANTITY	Total SUBTOTAL
WATER IMPROVEMENTS										
Mobilization, Insurance, Bonds (5%)	1	LS	$110,000	$110,000	63%	$ 69,109.95	37%	$ 40,890.05	100%	$ 110,000.00
					0	$ -	0	$ -		
					0	$ -	0	$ -		
12" PVC Water Main (NORTH COLLECTOR AND 2727 CONNECTION STREET) KISD	4,350	LF	$144	$626,400	4,350	$ 626,400.00	0	$ -	4,350.00	$ 626,400.00
12" PVC Water Main (FM 243) KISD/Wait	3,550	LF	$144	$511,200	0	$ -	3,550	$ 511,200.00	3,550.00	$ 511,200.00
12" PVC Water Main (North FM 2727 - KISD)	1,400	LF	$144	$201,600	1,400	$ 201,600.00	0	$ -	1,400.00	$ 201,600.00
						$ -	0	$ -		
						$ -	0	$ -		
						$ -	0	$ -		
					0	$ -	0	$ -		
12 PVC Water By Bore	250	LF	$460	$115,000	250	$ 115,000.00	0	$ -	250.00	$ 115,000.00
12" Gate Valve	11	EACH	$5,300	$58,300	8	$ 42,400.00	3	$ 15,900.00	11.00	$ 58,300.00
8" Gate Valve	9	EACH	$3,100	$27,900	8	$ 24,800.00	1	$ 3,100.00	9.00	$ 27,900.00
6" Gate Valve	2	EACH	$2,875	$5,750	0	$ -	2	$ 5,750.00	2.00	$ 5,750.00
D.I. Fittings	20	TON	$8,600	$172,000	12.57	$ 108,062.83	7.43	$ 63,937.17	20.00	$ 172,000.00
Fire Hydrant Assembly	22	EACH	$6,200	$136,400	17	$ 105,400.00	5	$ 31,000.00	22.00	$ 136,400.00
Vacuum and Air Release Valve	1	EACH	$7,935	$7,935	1	$ 7,935.00	0	$ -	1.00	$ 7,935.00
Blow-off Valve	1	EACH	$9,800	$9,800	1	$ 9,800.00	0	$ -	1.00	$ 9,800.00
Connection to Existing System	1	EACH	$7,500	$7,500	1	$ 7,500.00	0	$ -	1.00	$ 7,500.00
Water Service (Long)	7	EACH	$3,300	$23,100	2	$ 6,600.00	5	$ 16,500.00	7.00	$ 23,100.00
Water Service (Short)	9	EACH	$2,400	$21,600	4	$ 9,600.00	5	$ 12,000.00	9.00	$ 21,600.00
Restore ROW/Easement (assume 30' wide disturbance)	286500	SF	$0.60	$171,900	180,000	$ 108,000.00	106,500	$ 63,900.00	286,500.00	$ 171,900.00
System Testing	9,550	LF	$2.30	$21,965	6,000	$ 13,800.00	3,550	$ 8,165.00	9,550.00	$ 21,965.00
Trench Safety	9,550	LF	$3.45	$32,948	6,000	$ 20,700.00	3,550	$ 12,247.50	9,550	$ 32,947.50
	$237		**Water Sub-Total:**	**$2,261,298**	62.83%	**$1,476,708**	37.17%	**$784,590**	100.00%	**$2,261,298**
			PROJECT SUBTOTAL	$2,261,297.50		$1,476,708		$784,590		$2,261,298
			CONSTRUCTION INFLATION 8% (+/-)	$180,903.80		$118,137		$62,767		$180,904
			CONTINGENCY 20% (+/-)	$452,258.50		$295,341		$156,917		$452,259
			SUBTOTAL + CONTINGENCY + CONSTRUCTION INFLATION	$2,894,460		$1,890,185		$1,004,274		$2,894,460
			ROW/EASEMENT ACQUISITION	$0		$0		$0	-	$0
			ENGINEERING/SURVEY 12%	$347,334		$226,821		$120,512		$347,334
			TOTAL	**$3,242,000**		**$2,117,006**		**$1,124,786**		**$3,242,000**

- ☑ No Design
- ☐ Preliminary Design
- ☐ Final Design

$2,117,006	$562,392.85	$2,679,399.00
	$562,392.85	$562,392.85
	$3,241,791.86	

CONCEPTUAL OPINION OF PROBABLE COST
for the
CITY OF KAUFMAN
6/24/2022
Prepared by Teague Nall and Perkins, Inc.
TNP No.

Sanitary Sewer - City of Kaufman

CITY OF KAUFMAN WASTEWATER

$69,260.80

DESCRIPTION	QUANTITY	UNIT	UNIT COST	SUBTOTAL	100% KISD QUANTITY	100% KISD SUBTOTAL	ISD/Wait 50%/50% QUANTITY	ISD/Wait 50%/50% SUBTOTAL	KISD/Wait/City QUANTITY	KISD/Wait/City SUBTOTAL	Total QUANTITY	Total SUBTOTAL
Mobilization, Insurance, Bonds (5%)	1	LS	$65,000	$65,000	37%	$ 23,735.96	25%	$ 16,432.58	38%	$ 24,831.46	100%	$ 65,000.00
8" PVC Wastewater (ISD Trap)	2600	LF	$104	$270,400	2,600	$ 270,400.00		$ -		$ -	2,600.00	$ 270,400.00
12" PVC Wastewater (by bore) crossing FM 243	120	LF	$460	$55,200		$ -	120	$ 55,200.00		$ -	120.00	$ 55,200.00
12" PVC Wastewater (Between FM 243 and Wait S. PL)	1680	LF	$115	$193,200		$ -	1,680	$ 193,200.00		$ -	1,680.00	$ 193,200.00
15" PVC Wastewater (Between Wait S. PL and FM 1836)	2600	LF	$127	$330,200		$ -		$ -	2,600	$ 330,200.00	2,600.00	$ 330,200.00
18" PVC Wastewater (by bore) crossing FM 1836	120	LF	$546	$65,520		$ -		$ -	120	$ 65,520.00	120.00	$ 65,520.00
5.0' Diameter Wastewater Manhole	12	EACH	$9,800	$117,600	3	$ 49,000.00	3	$ 29,400.00	4	$ 39,200.00	12.00	$ 117,600.00
Connection to Existing System	1	EACH	$5,180	$5,180	0.00	$ -	1	$ -	-	$ -	1.00	$ 5,180.00
Restore ROW/Easement (assume 50' wide disturbance)	356000	SF	$0.60	$213,600	130,000	$ 78,000.00	90,000	$ 54,000.00	136,000	$ 81,600.00	356,000.00	$ 213,600.00
System Testing & T.V.	7120	LF	$4.60	$32,752	2,600	$ 11,960.00	1,800	$ 8,280.00	2,720	$ 12,512.00	7,120.00	$ 32,752.00
Temporary Erosion Control	1	LS	$12,000.00	$12,000	37%	$ 4,382.02	25%	$ 3,033.57	38%	$ 4,584.27	100%	$ 12,000.00
Trench Safety	7120	LF	$3.45	$24,564	2,600	$ 8,970.00	1,800	$ 6,210.00	2,720	$ 9,384.00	7,120.00	$ 24,564.00
	[redacted]		Sanitary Sewer Sub-Total:	$1,385,216	[redacted]	$446,448	[redacted]	$365,756	[redacted]	$567,832		$1,385,216

SUB-TOTAL					$446,448	$365,756	$567,832	$1,385,216
☑ 90% Design		PROJECT SUBTOTAL	$1,385,220.00		$446,448	$365,756	$567,832	$1,385,216
		CONSTRUCTION INFLATION 8% (1/2):	$110,817.60		$35,716	$29,261	$45,427	$110,817
☐ Preliminary Design		CONTINGENCY 20% (1/2):	$277,043.00		$89,289	$73,150	$113,565	$277,042
☐ Final Design		SUBTOTAL – CONTINGENCY*	$1,773,081		$571,452	$468,167	$726,824	$1,773,075
		ROW/EASEMENT ACQUISITION	$0	0	$0	$0	$0	- $0
		ENGINEERING/SURVEY 12%	$212,769		$68,573	$56,179	$87,218	$212,768
		TOTAL	**$1,986,000**		**$640,026**	**$524,346**	**$814,041**	**$1,986,000**

KISD	$640,026	$262,173.05	$366,318.65	$1,268,517.40
Wait		$262,173.05	$366,318.65	$628,491.70
City			$81,404.14	$81,404.14

CONCEPTUAL OPINION OF PROBABLE COST
for the
CITY OF KAUFMAN
6/24/2022
Prepared by Teague Nall and Perkins, Inc.
TNP No.

City Road 1 - Collector Road A

DESCRIPTION	QUANTITY	UNIT	UNIT COST	SUBTOTAL
Mobilization, Insurance, Bonds (5%)	1	LS	$115,000.00	$115,000
PAVING				
Materials Testing	1	LS	$43,700.00	$43,700
Right-Of-Way Preparation/ Site Clearing	1	LS	$143,750.00	$143,750
Unclassfied Street Excavation & Grading	11111.11111	CY	$32.20	$357,778
8" Lime Stabilized Subgrade	10555.0	SY	$4.60	$48,553
Lime for Stabilization (70# & 42#/SY)	221.7	TON	$297.00	$65,832
8" Concrete Pavement	10555.0	SY	$90.00	$949,950
6" Concrete Curb	5000	LF	$4.60	$23,000
Sidewalk/Trail	25000	SF	$8.50	$212,500
Barrier Free Ramp	6	EA	$4,000.00	$24,000
Sleeves	2500	LF	$21.85	$54,625
Small Roadside Sign Assemblies	2	EA	$920.00	$1,840
Pavement Striping and Markings	1	LS	$14,400.00	$14,400
Erosion Control	1	LS	$22,400.00	$22,400
Restoration of Parkways & Medians	1	LS	$57,500.00	$57,500
Street Lights (175' spacing)	14	EA	$14,380.00	$201,320
Traffic Control	1	LS	$41,400.00	$41,400
STORM DRAIN				
10' Standard Curb Inlet	4	EA	$6,000.00	$24,000
4'x4' Drop Inlet	1	EA	$8,000.00	$8,000
4'x4' Storm Drain Manhole	1	EA	$7,500.00	$7,500
21" RCP	200	LF	$160.00	$32,000
36" RCP	820	LF	$225.00	$184,500
Pond Outfall Structure	1	LS	$17,250.00	$17,250
Rock Rip-Rap	200	SY	$160.00	$32,000
Trench Safety	1020	LF	$3.45	$3,519
Erosion Control	1	LS	$7,500.00	$7,500
Miscellaneous Storm Drain	1	LS	$11,500.00	$11,500
Tempoary Erosion Control	1	LS	$7,500.00	$7,500
			Collector Road A Sub-Total:	**$2,597,816**

SUB-TOTAL

- [x] No Design
- [ ] Preliminary
- [ ] Final Design

PROJECT SUBTOTAL	$2,597,820.00
CONSTRUCTION INFLATION 8% (+/-)	$207,825.60
CONTINGENCY 20% (+/-)	$519,563.00
SUBTOTAL + CONTINGENCY	$3,325,209
ROW/EASEMENT ACQUISITION	$0
ENGINEERING/SURVEY 12%	$399,024
TOTAL	**$3,724,000**

CONCEPTUAL OPINION OF PROBABLE COST
for the
CITY OF KAUFMAN
6/24/2022
Prepared by Teague Nall and Perkins, Inc.
TNP No.

City Road 2 - Collector Road B

DESCRIPTION	QUANTITY	UNIT	UNIT COST	SUBTOTAL
Mobilization, Insurance, Bonds (5%)	1	LS	$103,500.00	$103,500
PAVING				
Materials Testing	1	LS	$42,550.00	$42,550
Right-Of-Way Preparation/ Site Clearing	1	LS	$126,500.00	$126,500
Unclassfied Street Excavation & Grading	8888.888889	CY	$32.00	$284,444
8" Lime Stabilized Subgrade	8444.44	SY	$5.75	$48,556
Lime for Stabilization (70# & 42#/SY)	177.33	TON	$300.00	$53,200
8" Concrete Pavement	8444.44	SY	$90.00	$760,000
6" Concrete Curb	4000	LF	$4.60	$18,400
Sidewalk/Trail	20000	SF	$8.60	$172,000
Barrier Free Ramp	2	EA	$3,680.00	$7,360
Sleeves	2000	LF	$17.00	$34,000
Small Roadside Sign Assemblies	2	EA	$920.00	$1,840
Pavement Striping and Markings	1	LS	$10,000.00	$10,000
Erosion Control	1	LS	$17,825.00	$17,825
Restoration of Parkways & Medians	1	LS	$47,725.00	$47,725
Street Lights (175' spacing)	12	EA	$14,375.00	$172,500
Traffic Control	1	LS	$36,800.00	$36,800
STORM DRAIN				
10' Standard Curb Inlet	4	EA	$6,325.00	$25,300
4'x4' Drop Inlet	1	EA	$8,000.00	$8,000
4'x4' Storm Drain Manhole	1	EA	$7,500.00	$7,500
21" RCP	500	LF	$160.00	$80,000
36" RCP	500	LF	$225.00	$112,500
Rock Rip-Rap	200	SY	$160.00	$32,000
Trench Safety	1000	LF	$3.45	$3,450
Erosion Control	1	LS	$7,500.00	$7,500
Miscellaneous Storm Drain	1	LS	$11,500.00	$11,500
			Collector Road B Sub-Total:	**$2,224,950**

SUB-TOTAL

- [x] No Design
- [ ] Preliminary
- [ ] Final Design

PROJECT SUBTOTAL	$2,224,950.00
CONSTRUCTION INFLATION 8% (+/-)	$177,996.00
CONTINGENCY 20% (+/-)	$444,989.00
SUBTOTAL + CONTINGENCY	$2,847,935
ROW/EASEMENT ACQUISITION	$0
ENGINEERING/SURVEY 12%	$341,751
TOTAL	**$3,190,000**

EXHIBIT 4
Proposed Water Plan

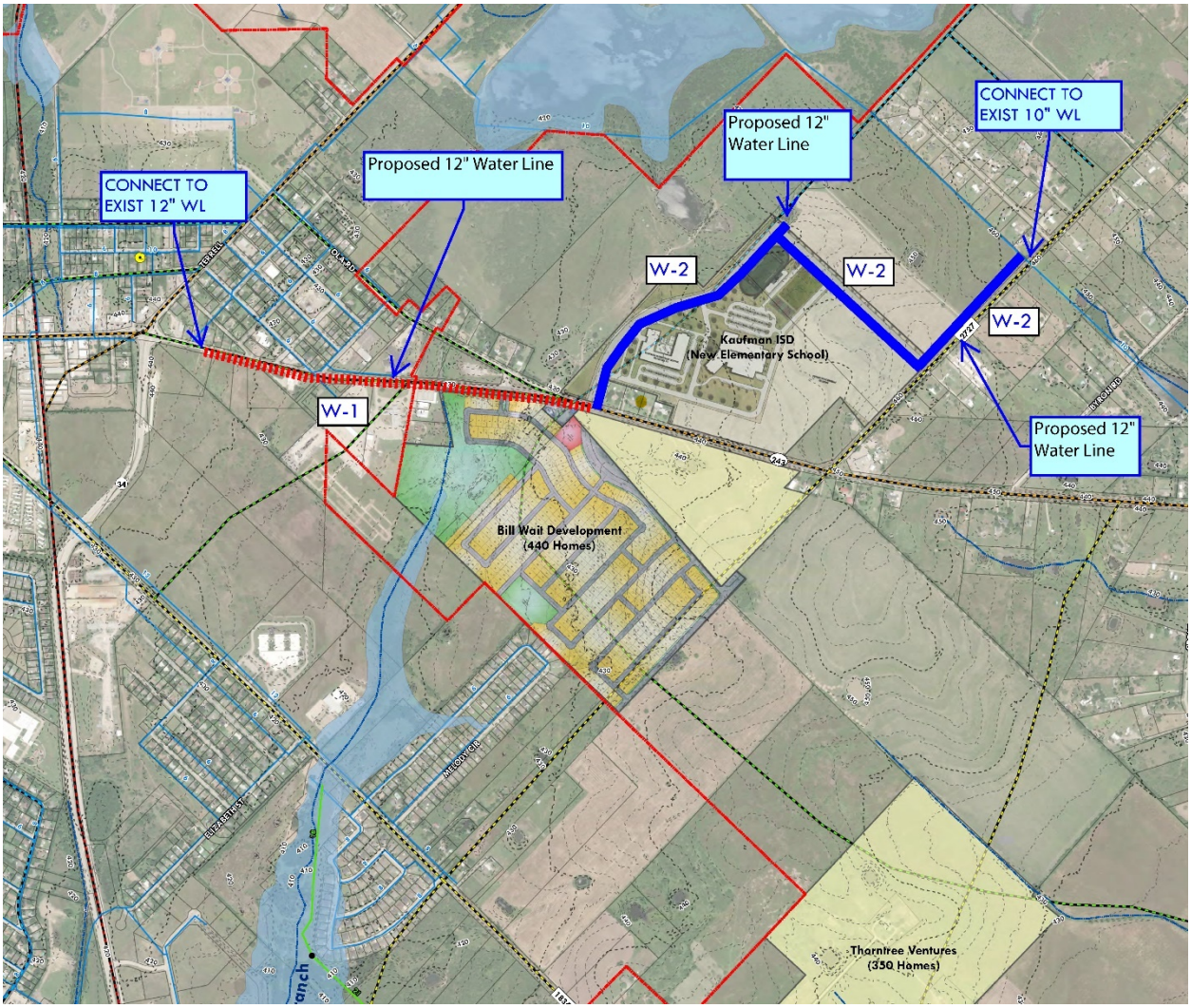


EXHIBIT 5
Proposed Sewer Plan

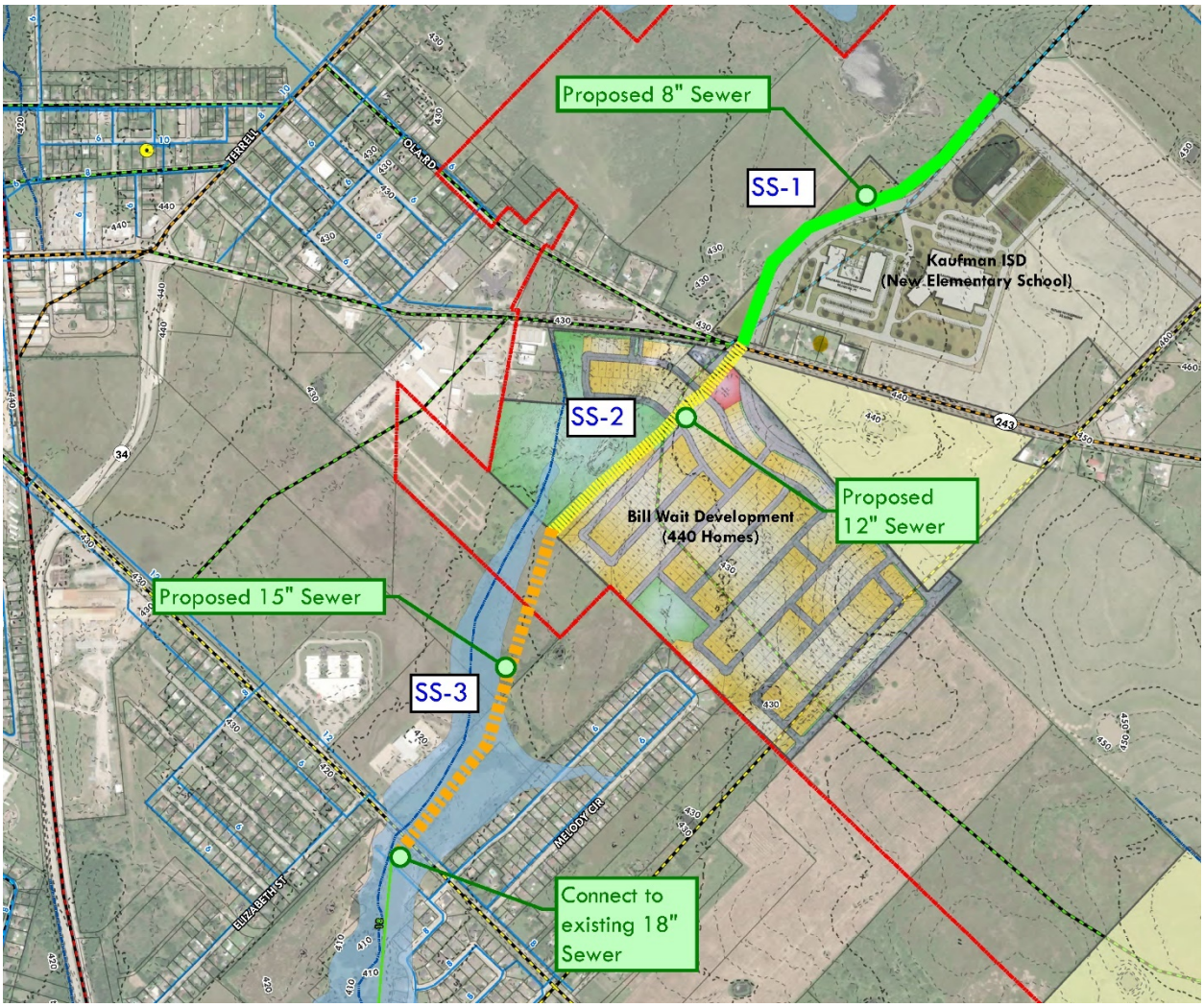


EXHIBIT 6
Turn Lane Improvements on Northbound and Southbound SH 243

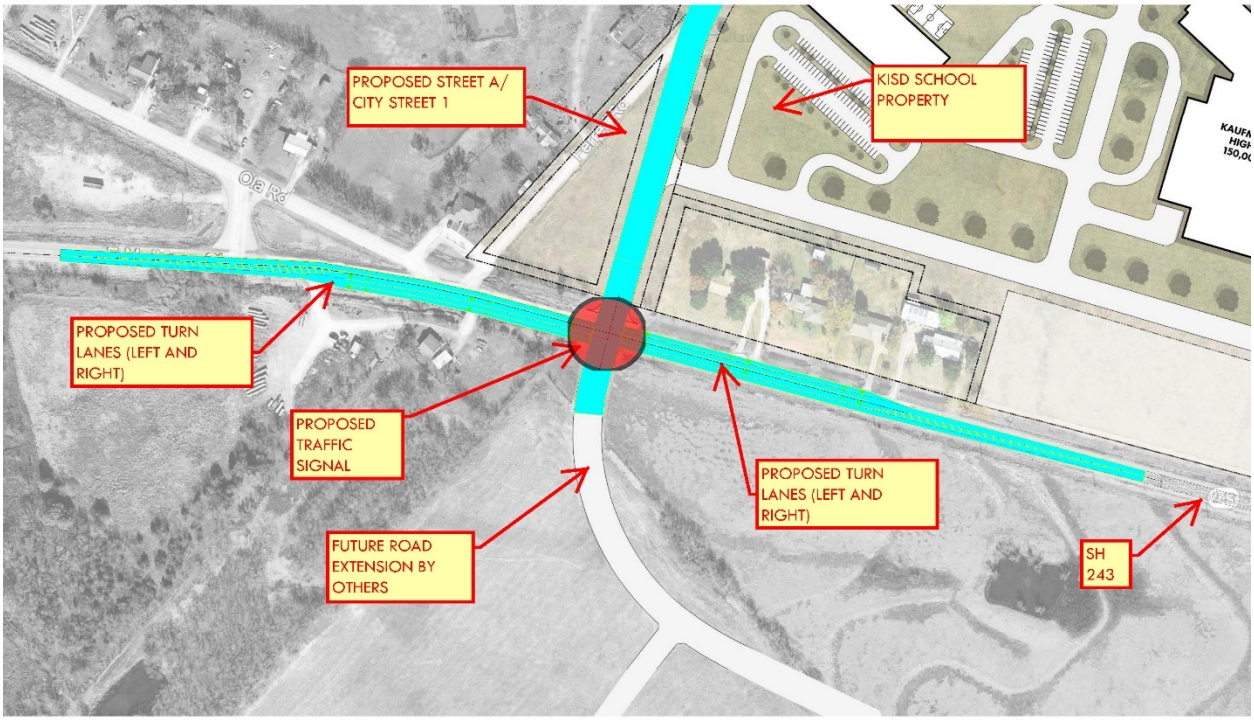


EXHIBIT 7
Turn Lane Improvements of FM 2727

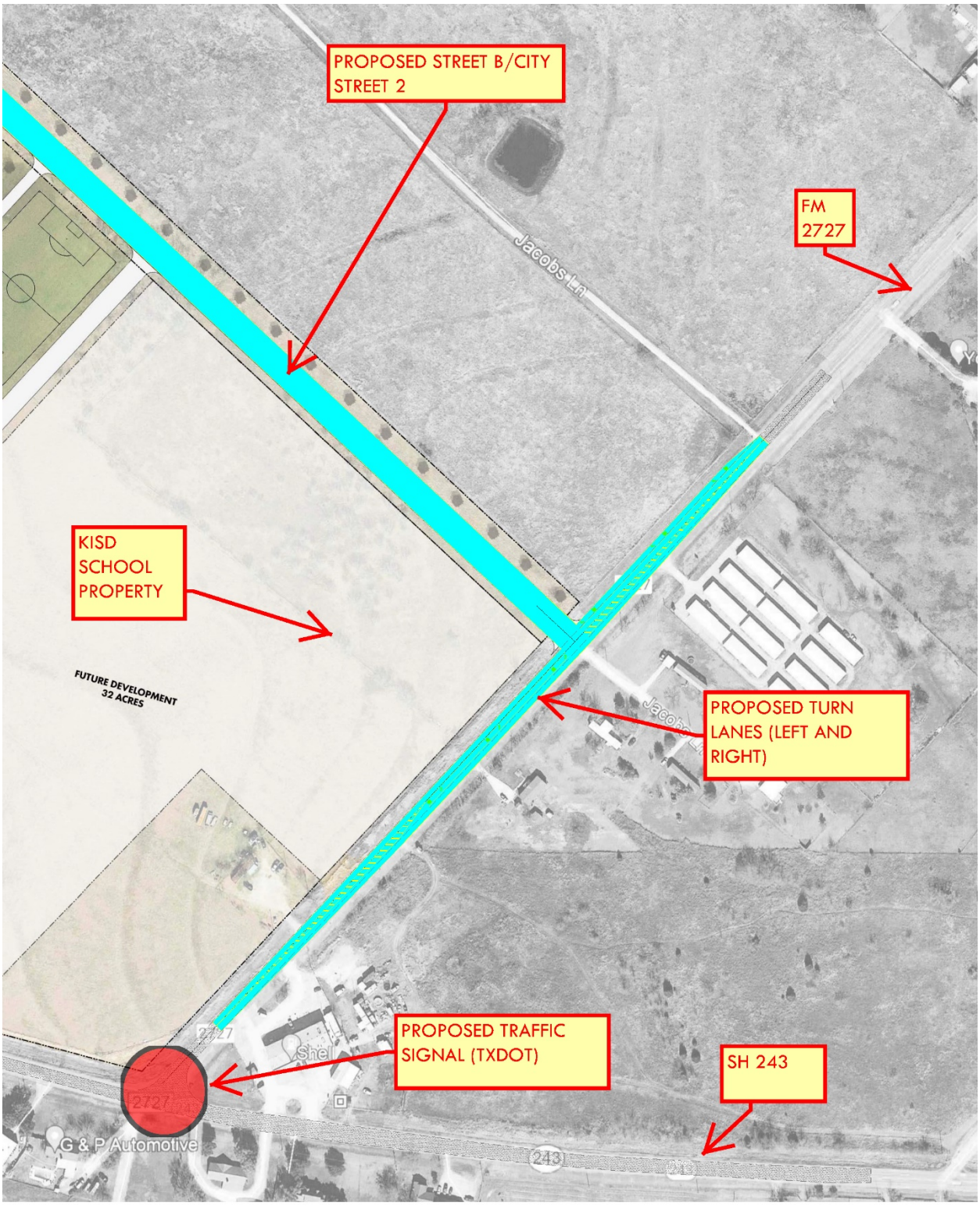


EXHIBIT 8
Neighboring Landowner Tracts

LEGAL DESCRIPTION:

All that certain tract or parcel of land situated in the THOMAS BEEDY SURVEY, ABSTRACT NO. 21, Kaufman County, Texas and being a part of a called 17.084 acre tract of land as conveyed to Eugen M. Walther and Gayle Howell recorded in Volume 558, Page 313 of the Deed Records of Kaufman County, Texas, (D.R.K.C.T.), and part of a called 15.00 acre tract Eugen M. Walther and Gayle Howell recorded in Volume 547, Page 519, D.R.K.C.T., and a called 78.821 acre tract conveyed to Eugen M. Walther and Carol Ann Walther recorded in Volume 1036, Page 146, D.R.K.C.T. and being more particularly described by metes and bounds to follow;

BEGINNING at a 3/4" iron pipe found at the West corner of said Walther 15.00 acre tract and at the Southwesterly corner of Walther 17.084 acre tract and at the Southeast corner of a called 6.728 acre tract conveyed to Kaufman County Electric Coop recorded in Volume 605, Page 364, D.R.K.C.T., and in the Northeasterly line of a called 23.656 acre tract conveyed to Trinity Valley Electric Cooperative, Inc. recorded in Volume 1984, Page 617, D.R.K.C.T.;

THENCE North 11 degrees 56 minutes 26 seconds East, with the West line of said 17.084 acre tract and the East line of said Kaufman County Electric tract a distance of 483.10 feet to a 3/8" iron rod with orange plastic cap stamped "5244" at the Southwest corner of a called 2.00 acre tract conveyed to Eugene M. Walther and Carol Ann Walther recorded in Volume 4007, Page 256, O.P.R.K.C.T.;

THENCE South 85 degrees 58 minutes 46 seconds East, with the South line of said Walther 2.00 acre tract and across the said 17.084 acre tract a distance of 453.80 feet to a 3/8" iron rod with orange plastic cap stamped "5244" found at the Southeast corner of said Walther 2.00 acre tract;

THENCE North 11 degrees 08 minutes 58 seconds West, with the East line of said Walther 2.00 acre tract and across the said 17.084 acre tract and a called 2.02 acre tract conveyed to Roy W. Ferrell recorded in Volume 645, Page 45, D.R.K.C.T. a distance of 517.18 feet to a point for corner at the Northeast corner of said Ferrell tract and in the South right-of-way line of F.M. 243 (a 120' right-of-way), from which a 3/8" iron rod with orange plastic cap stamped "5411" bears South 82 degrees 39 minutes 59 seconds West, a distance of 9.54 feet, a 3/8" iron rod found bears North 86 degrees 20 minutes 52 seconds West, a distance of 249.92 feet, a 3" brass monument disk stamped "Texas Department of Public Safety" found in concrete bears North 86 degrees 09 minutes 59 seconds West, a distance of 648.69 feet;

THENCE South 86 degrees 09 minutes 59 seconds East, with the North line of said 17.084 acre tract and the South right-of-way line of F.M. 243 a distance of 474.13 feet to a 3" brass monument disk stamped "Texas Department of Public Safety" found in concrete, from which a 1/2" iron rod with red plastic cap stamped "R.P.L.S. 6789" bears North 84 degrees 33 minutes 47 seconds West, a distance of 20.59 feet, said bras monument being at the beginning of a non tangent curve to the right having a Delta angle of 7 degrees 43 minutes 25 seconds, a Radius of 3759.72 feet, a chord bearing of South 82 degrees 10 minutes 23 seconds East, a chord distance of 506.44 feet;

THENCE with curve to the said right and the North line of said 17.084 acre tract and the South right-of-way line of F.M. 243 an arc distance of 506.82 feet to a 1/2" iron rod with red plastic cap stamped "R.P.L.S. 6789" at the Northwest corner of a called 0.808 acre tract as conveyed to Gary Howell recorded in Volume 912, Page 169, D.R.K.C.T.;

THENCE South 43 degrees 27 minutes 51 seconds West, with the Northwesterly line of said Howell 0.808 acre tract a distance of 83.64 feet to a 3/8" iron rod found at the West corner of said Howell 0.808 acre tract;

THENCE South 48 degrees 27 minutes 57 seconds East, with the Southwesterly line of said Howell 0.808 acre tract a distance of 249.41 feet to a 3/8" iron rod found at the South corner of said Howell 0.808 acre tract and in the Northwesterly line of said Walther 78.821 acre tract and in the Southeasterly line of said Walther 15.00 acre tract;

THENCE North 43 degrees 25 minutes 44 seconds East, with the Northwesterly line of said Walther 78.821 acre tract and the Southeasterly line of Walther 15.00 acre tract and Howell 0.808 acre tract a distance of 155.84 feet to a 1/2" iron rod found for the North corner of said Walther 78.821 acre tract and being in the Southwesterly line of a called 33.307 acre tract conveyed to Susan Lea Burleson and Sharon Robertson recorded in Volume 3219, Page 306, Official Public Records of Kaufman County, Texas, (O.P.R.K.C.T.);

THENCE South 40 degrees 23 minutes 41 seconds East, with the Northeasterly line of said Walther 78.821 acre tract and the Southwesterly line of said Burleson tract and near a barbed wire fence line a distance of 2068.58 to the South corner edge of a square wood fence corner post at the South corner of said Walther 78.821 acre tract and being at the South corner of said Burleson tract;

THENCE North 44 degrees 29 minutes 49 seconds East, with a Northwesterly line of said Walther 78.821 acre tract and a Southeasterly line of said Burleson tract and near a barbed wire fence line a distance of 213.94 feet to a 3/4" iron pipe found at a North corner of said Walther 78.821 acre tract and being at a West corner of a called 127.45 acre tract as conveyed to Robert Kyle Mitchell, Cathie Michelle Allen, Morgan Ashley Lambert and Mitchell Family Trust recorded in Volume 4263, Page 273, O.P.R.K.C.T.;

THENCE South 45 degrees 30 minutes 26 seconds East, with a Northeasterly line of said Walther 78.821 acre tract and a Southwesterly line of said Mitchell Family Trust 127.45 acre tract a distance of 105.42 feet to a 1/2" iron rod found at a East corner of said Walther 78.821 acre tract and at an ell corner of said Mitchell Family Trust 127.45 acre tract;

THENCE South 43 degrees 23 minutes 21 seconds West, with the Southeasterly line of said Walther 78.821 acre tract and the Northwesterly line of said Mitchell Family Trust 127.45 acre tract a distance of 259.91 feet to a 3/8" iron rod found at a West corner of said Mitchell Family Trust 127.45 acre tract and at a North corner of a called 85.00 acre tract conveyed to Kutty Enterprises LLC recorded in Volume 3859, Page 416, O.P.R.K.C.T.;

THENCE South 43 degrees 14 minutes 04 seconds West, with the Southeasterly line of said Walther 78.821 acre tract and a Northwesterly line of said Kutty tract near a barbed wire fence line a distance of 1422.52 feet to a 3/4" iron pipe found at the South corner of said Walther 78.821 acre tract and at the East corner of a called 9.994 acre tract conveyed to William A. Tackett Jr. recorded in Volume 577, Page 305, D.R.K.C.T.;

THENCE North 46 degrees 19 minutes 12 seconds West, with the Southwesterly line of said Walther 78.821 acre tract and the Northeasterly line of said Tackett tract a distance of 192.15 feet to a 3/4" iron pipe found at the North corner of said Tackett tract and at the East corner of a called 10.00 acre tract conveyed to Robert Stanley Greenwood recorded in Volume 3601, Page 100, O.P.R.K.C.T.;

THENCE North 46 degrees 06 minutes 38 seconds West, with the Southwesterly line of said Walther 78.821 acre tract and the Northeasterly line of said Greenwood tract passing at a called distance of 200.4 feet the North corner of said Greenwood tract and being at the East corner of a called 10.00 acre tract conveyed to Joseph Ortillo and Emely Ortillo recorded in Volume 5222, Page 223, O.P.R.K.C.T., continuing with the Northeasterly line of said Ortillo tract a total distance of 401.45 feet to a 1/2" iron rod found at the North corner of said Ortillo tract and at the East corner of Lot 41 of Harmony Estates recorded in Cabinet 1, Envelope 652, O.P.R.K.C.T.;

THENCE North 47 degrees 07 minutes 24 seconds West, with the Southwesterly line of said Walther 78.821 acre tract and with the Northeasterly line of said Lot 41 a distance of 29.88 feet to a 3/8" iron rod found at the common lot corners of Lots 41 and 40 of said addition;

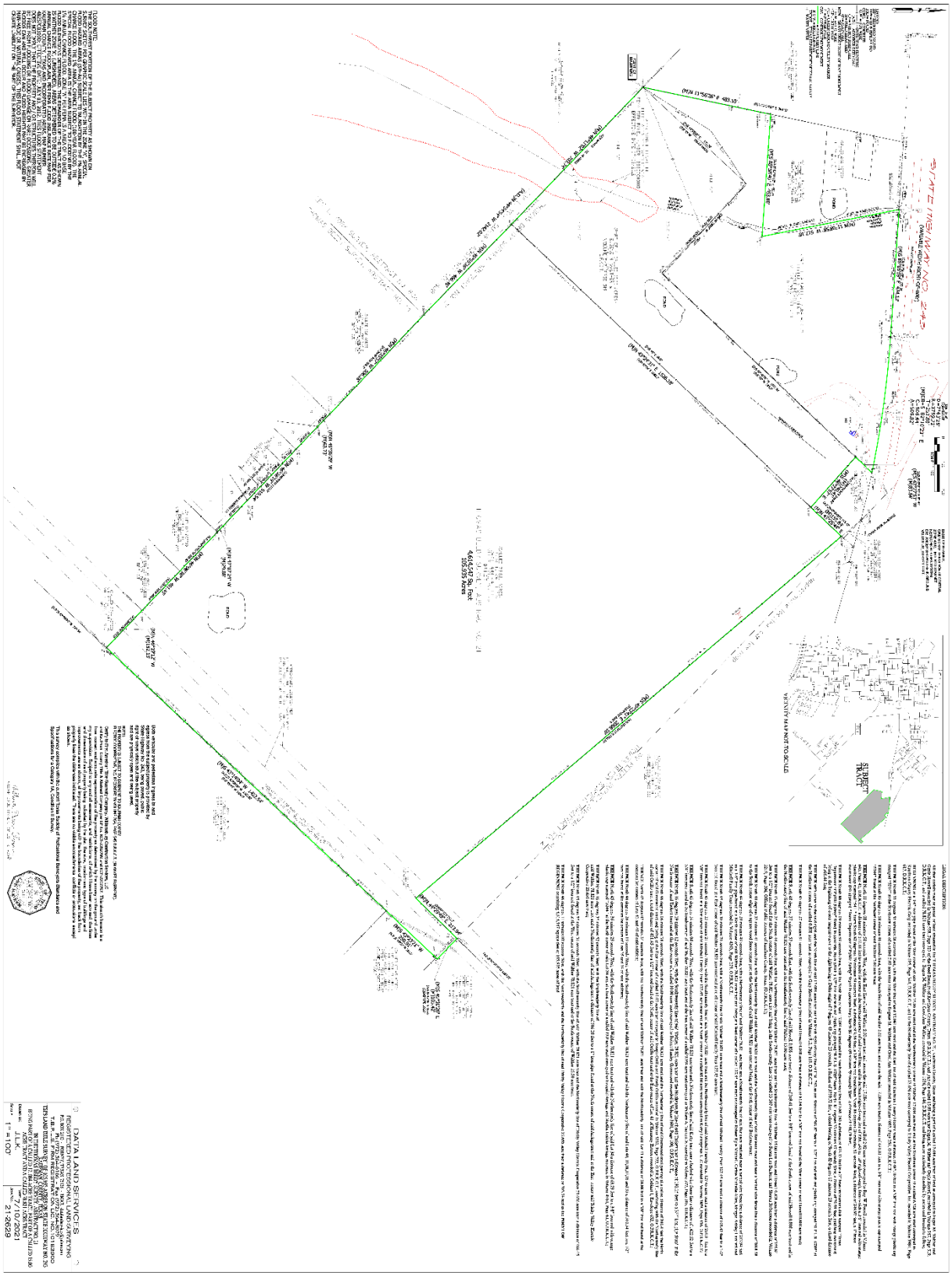
THENCE North 46 degrees 26 minutes 19 seconds West, with the Southwesterly line of said Walther 78.821 acre tract and with the Northeasterly line of said Lots 40, 39,38,37,36 and 35 a distance of 510.54 feet to a 1/2" iron rod found at the common lot corners of Lots 35 and 34 of said addition;

THENCE North 45 degrees 36 minutes 29 seconds West, with the Southwesterly line of said Walther 78.821 acre tract and with the Northeasterly line of said Lot 34 a distance of 63.73 feet to a 3/8" iron rod with orange plastic cap stamped "5244" at the North corner of said Lot 34 and at a East corner of a called 19.0 acre tract conveyed to Ezequiel Arriaga and Martha Leticia Arriaga recorded in Volume 4961, Page 63, O.P.R.K.C.T.;

THENCE North 46 degrees 35 minutes 57 seconds West, with the Southwesterly line of said Walther 78.821 acre tract and a Northeasterly line of said Arriaga tract a distance of 506.28 feet to a 1" iron pipe found at the North corner of said Arriaga tract and at the East corner said Trinity Valley Electric Cooperative 23.656 acre tract;

THENCE North 45 degrees 55 minutes 36 seconds West, with the Southwesterly line of said Walther 78.821 acre tract and the Northeasterly line of Trinity Valley Electric Cooperative 23.656 acre tract a distance of 466.45 feet to a 1/2" iron rod found at the West corner of said Walther 78.821 acre tract and at the South corner of Walther 15.00 acre tract;

THENCE North 46 degrees 11 minutes 02 seconds West, with the Southwesterly and the Northeasterly line of said Trinity Valley Electric Cooperative 23.656 acre tract a distance of 703.74 feet to the **POINT OF BEGINNING** containing 4,614,547 square feet or 105.935 acres of land.


STATE HIGHWAY NO. 243
(VARIABLE WIDTH RIGHT-OF-WAY)
4,616,140 Sq. Feet
106.000 Acres
VICINITY MAP NOT TO SCALE
DATA LAND SERVICES
21-2629

Meeting Date: 10/24/2022	Date: 10/12/2022	Item #: 10.	Dept.: Development Services

PZ Item

SUBJECT:

Consider and take appropriate action on the **Final Plat of Belmont** consisting of an approximate 2.055 acres out of the D. Falcon Survey, Abstract No. 151, City of Kaufman, said property being located at the northwest corner of Tabor Parkway and Lions Den Trail (Property ID 5321). The property is zoned TH Townhouse Residential District. (Case No. FP-09-22)

BACKGROUND:

See the attached October 4, 2022 Planning and Zoning Commission Report and attachments.

Author: Andrew Bogda, Planning Manager

Reviewed: Mike Slye, City Manager

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

Recommendation: On October 4, 2022, the Planning and Zoning Commission recommended approval, by a vote of 5-0, of the Final Plat of Belmont with the following condition:

1. **The Civil Plan review comments noted in a memo from the City Engineer dated September 28, 2022 are addressed to the City Engineer's satisfaction before the Final Plat goes to City Council.**

On October 14, 2022, a new set of review comments was sent by the City Engineer. It will likely take additional time for the applicant to address the comments and for the City Engineer to confirm all comments were addressed and work with the applicant to finalize the plans. Staff recommends approval of the Final Plat of Belmont with the condition that the Civil Plan review comments noted in a memo from the City Engineer dated October 14, 2022 are addressed to the City Engineer's satisfaction.

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

Planning and Zoning Commission Report

Meeting Date: October 4, 2022

SUBJECT: Consider and make a recommendation to City Council on the **Final Plat of Belmont** to create 5 lots for the development of 10 duplex units on 2.055 acres out of the D. Falcon Survey, Abstract No. 151, City of Kaufman, said property being located at the northwest corner of Tabor Parkway and Lions Den Trail (Property ID 5321). The property is zoned TH Townhouse Residential District. (Case No. FP-09-22)

SUMMARY:
The subject property includes 2.055 acres for the development of 5 residential lots for the development of 5 duplexes, to include a total of 10 dwelling units. The property is located on Lions Den Trail and backs up to Tabor Parkway.

The property was rezoned from Agricultural/Open Space District (A/O) to Townhouse Residential District (TH) on March 21, 2022. The minimum lot size for that zoning district is 7,000 s.f., which each of the 5 lots meet. A 25' building setback is included adjacent to each right-of-way, as required by the zoning.

A site plan, floor plans, and elevations have been provided to show how the duplexes will fit on the lot, how they will be laid out, and how they will appear.

EASEMENTS:
The final plat includes the following easements:

- 30' Drainage Easement – Located between lots 4 and 5.
- Variable Width Drainage Easement – Located at the back of lots 3, 4, and 5.
- 15' Utility Easement – Located in the front of each lot.
- 10' Utility Easement – Located at the back of lot 1.
- 15' Utility Easement and Wall Maintenance Easement – Located at the back of lots 3, 4, and 5 and on the side of lot 1.
- 5' Electric Easement – Located in the front of each lot.
- 10' Electric Easement – Located between lots 2 and 3.

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. Lions Den Trail is not a designated thoroughfare.

COMPREHENSIVE PLAN:
The property is zoned TH Townhouse Residential for duplex development and designated as Future High-Density Multi-Family Residential in the 2014 Future Land Use Plan. The

development of five duplex units is in compliance with the Land Use Plan, since High Density Multi-Family also allows low-density multi-family duplex development.

RECOMMENDATION:

Staff recommends conditional approval of the Final Plat of Belmont with the following condition:

1. The Civil Plan Review comments noted in a memo from the City Engineer dated September 28, 2022 are addressed to the City Engineer's satisfaction before the Final Plat goes to City Council.

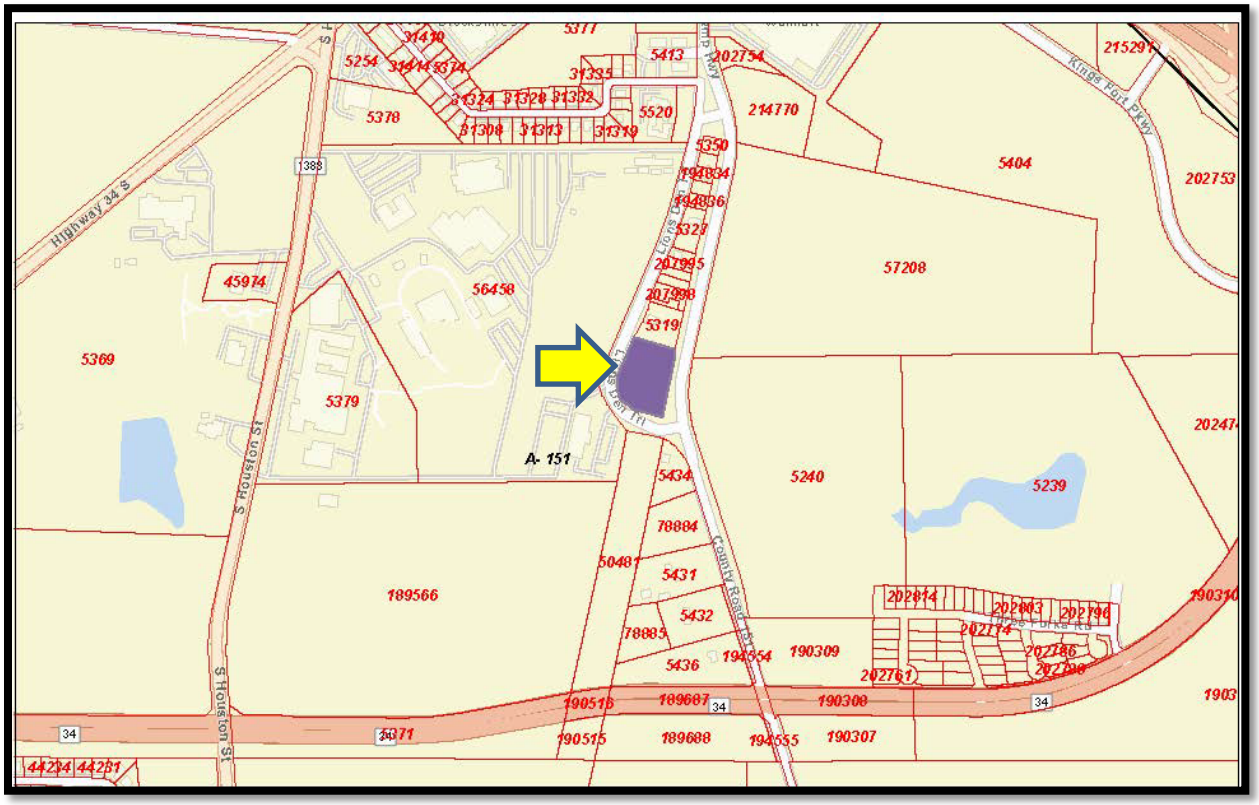
ATTACHMENTS:

1. Location Map
2. Final Plat of Belmont
3. Site Plan
4. Proposed Elevations
5. Proposed Floor Plan
6. Memo from City Engineer dated September 28, 2022

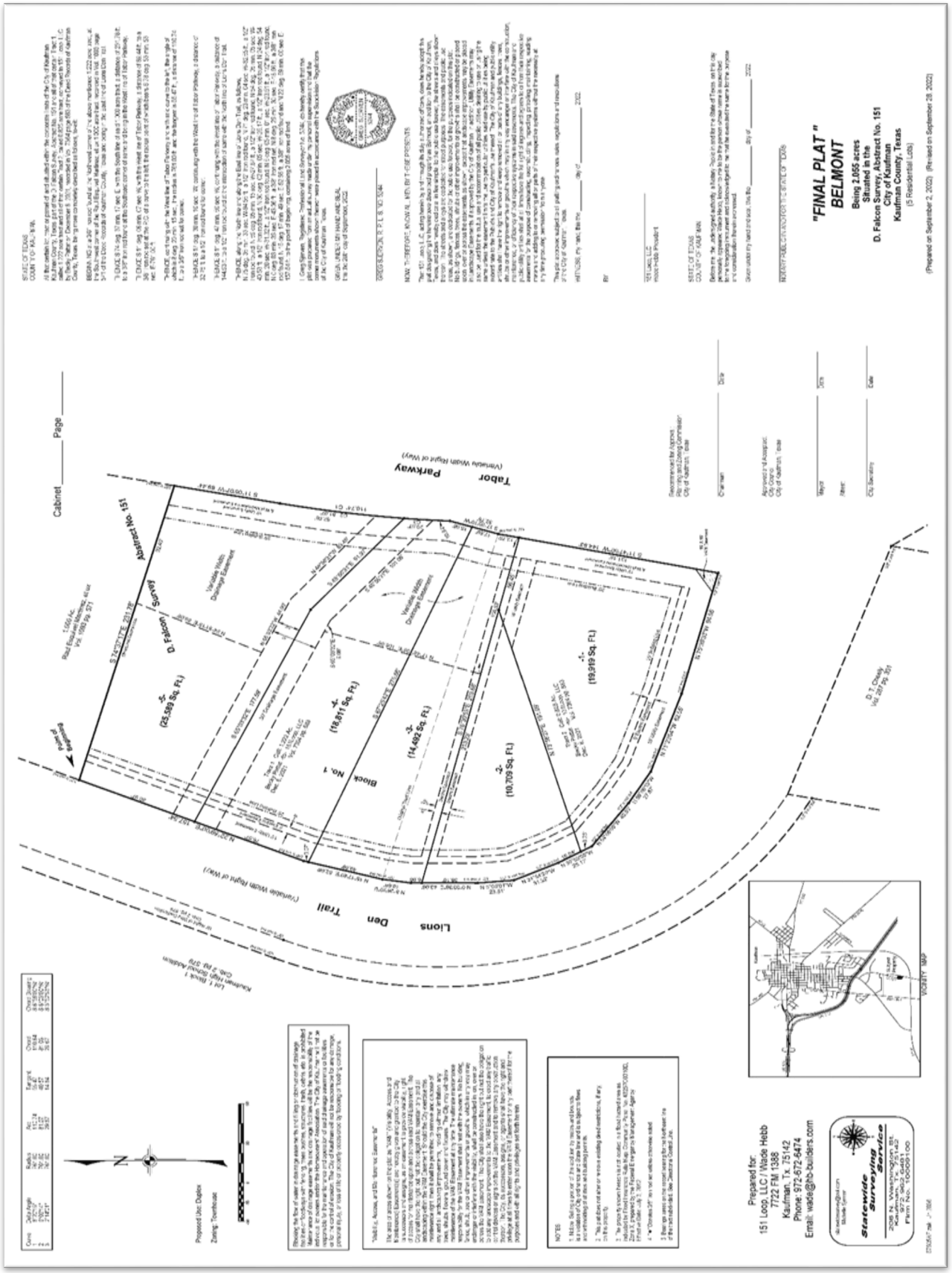
Andrew Bogda, AICP, Director of Development Services
972-932-2216 ext. 117 abogda@kaufmantx.org

Joy Henderson, Planner I
972-932-2216 ext. 115 jhenderson@kaufmantx.org

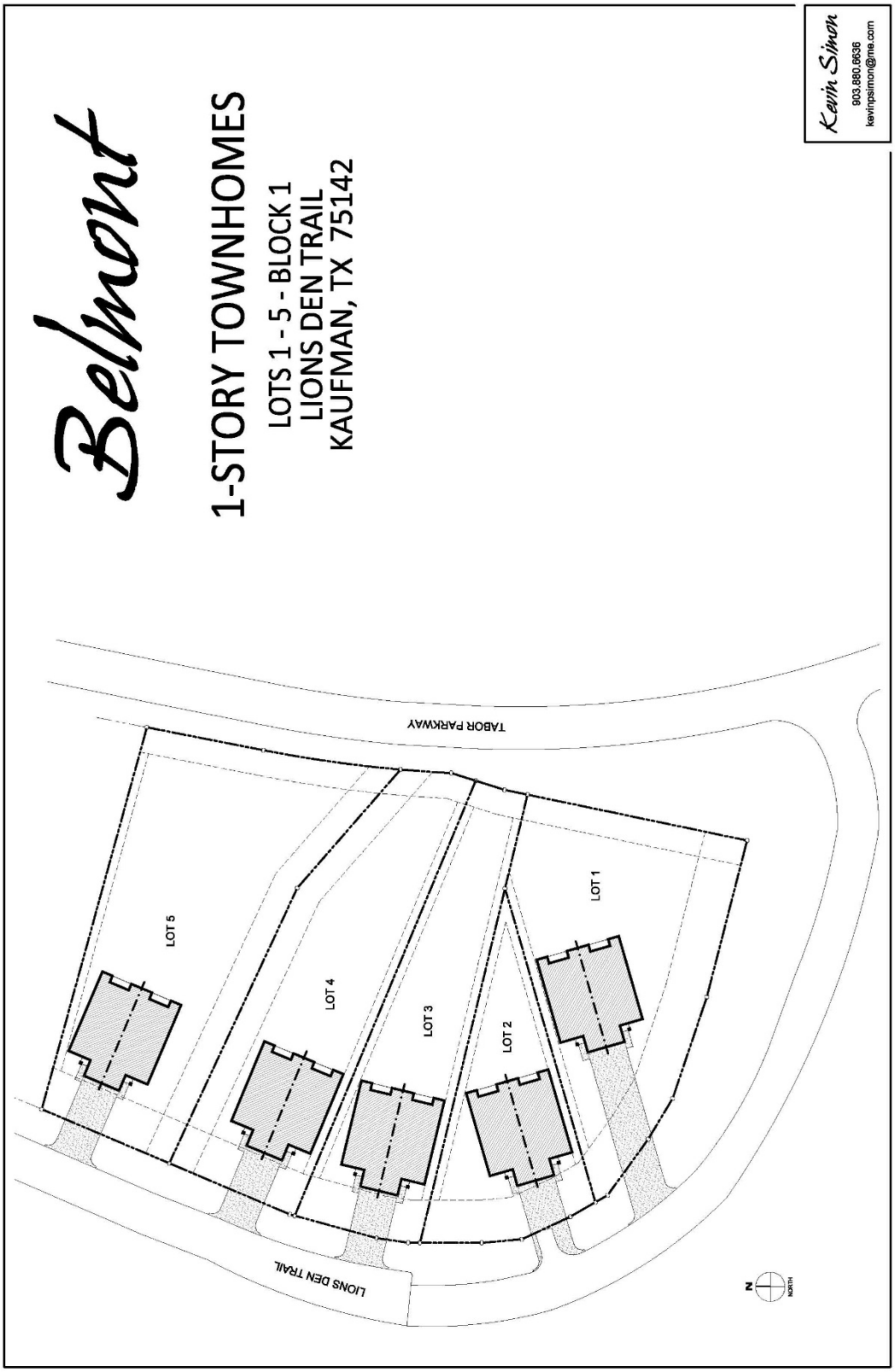
Location Map



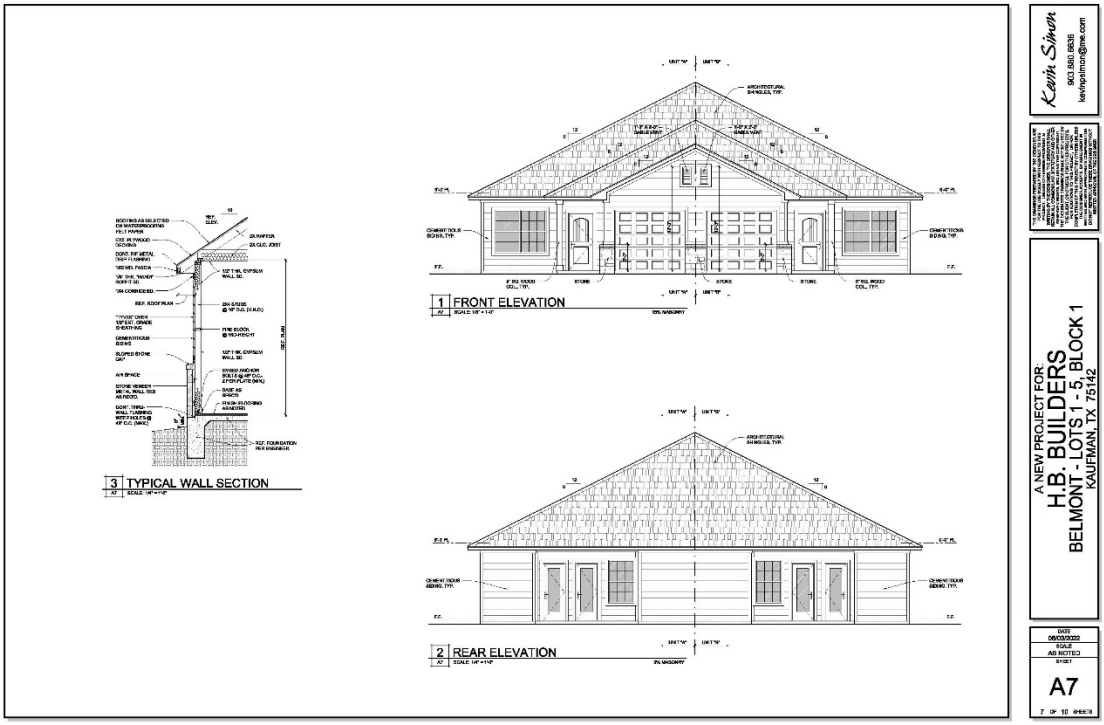
Final Plat of Belmont



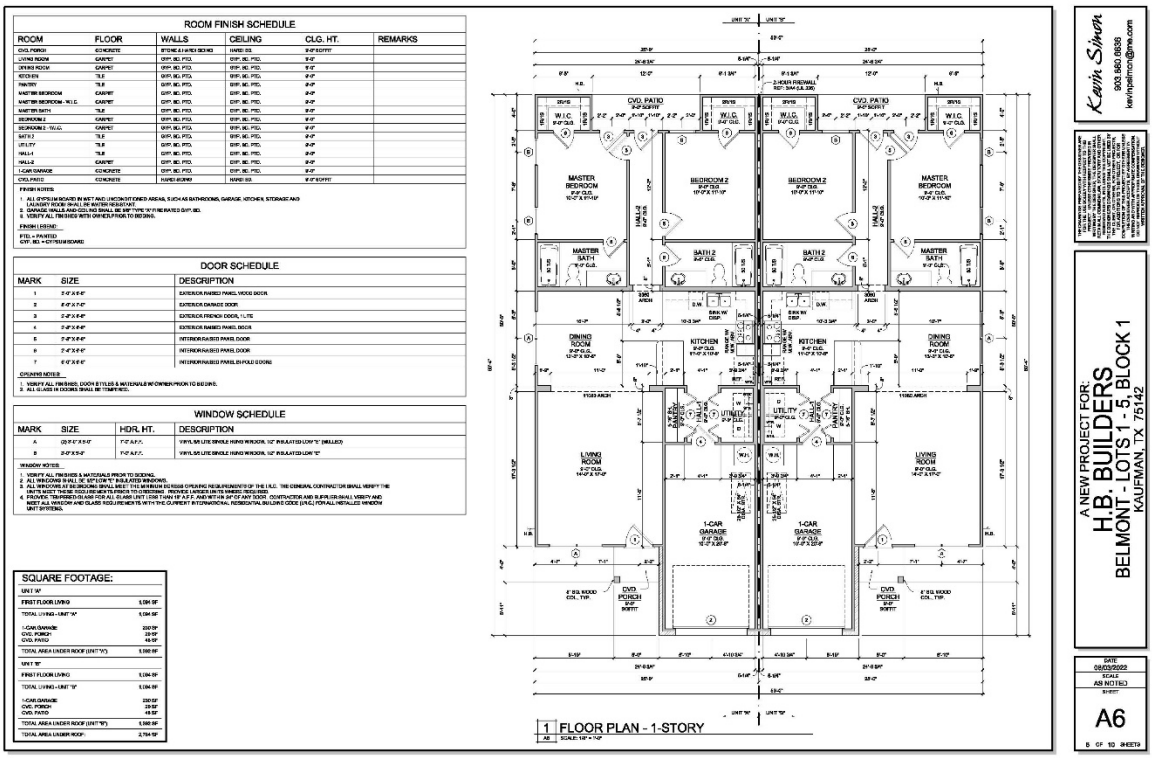
Site Plan


Belmont
1-STORY TOWNHOMES
LOTS 1 - 5 - BLOCK 1
LIONS DEN TRAIL
KAUFMAN, TX 75142
Kevin Simon
903.880.6636
kevinpsimon@me.com
TABOR PARKWAY
LIONS DEN TRAIL
LOT 1
LOT 2
LOT 3
LOT 4
LOT 5
N
NORTH

Proposed Elevations



Proposed Floor Plan



Memo from City Engineer dated September 28, 2022

PLAT REVIEW

To: City of Kaufman

From: Philip C. Varughese, P.E.

Date: September 28, 2022

RE: **Belmont, Final Plat, Final Review**

Final Plat comments were addressed and the plat can proceed to P&Z. There are outstanding civil review comments that need to be addressed. We recommend conditional approval of the Final Plat subject to satisfactorily addressing the civil engineering comments.

www.tnpinc.com

engineers
surveyors
landscape architects

TEXAS
FORT WORTH
DENTON
ALLEN
HEATH
KATY

GEORGIA
BLAIRSVILLE

PLAN REVIEW

To: City of Kaufman

From: Philip C. Varughese, P.E.

Date: October 14, 2022

RE: **Belmont – Civil Plans – 2nd Submittal**

The following comments represent a review by TNP on the civil construction plans prepared Eric L. Davis Engineering, Inc. It is the intent of this review to provide the engineer and developer the requirements that are consistent with the City Standards and Regulations for development and construction. In addition, the design engineer must confirm that his design conforms to TCEQ and International Plumbing Code. The comments noted below must be addressed and resubmitted for confirmation. **Please provide a written memo with the comments and how each comment has been addressed.**

General Comments for All Sheets

1. These comments may not be comprehensive and additional comments may be necessary as a result of addressing the comments noted below.

2. Retaining walls that are part of the building pad construction must be permitted by the City prior to construction. See City Standards for permitting process for wall heights and material types.

3. Confirm that all improvements are in compliance with TCEQ regulations.

Sheet 2- Plat

1. Reference separate memo for plat comments upon final approval of civil plans.

Sheet 3 – Dimensional Control

1. After the driveway at Lot 1 – the sidewalk should be moved to be located along the roadway.

Sheet 4 – Grading Plan

1. How was the 100-YR WSEL of 427.29' for the culvert at Tabor Parkway calculated? Please provide documentation, calculations, or hydraulic models which show where this number came from.

2. Remove the power poles that are shown in the detention pond from the drawings, since they will be removed.

Sheet 7 - Proposed Drainage Area Map

1. Please provide a Drainage Impact Analysis or documentation showing that the increased runoff from the proposed development will not create adverse impacts to the downstream properties or drainage systems. In lieu of a DIA, please provide stormwater mitigation which returns site discharge to Pre-Project conditions.

2. Please provide a hydraulic model of the channel which bisects the site and provide WSEL's for the Existing, Proposed, and Fully Developed conditions

Sheet 8 – Detention Pond Sheet

1. Please provide an outlet rating curve (elevation-discharge) for each detention pond outlet structure. Include tailwater acting on outlet structure in rating curve.

2. Please provide the 100-YR WSEL for each detention pond.

3. It would appear that 100-YR tailwater (427.29') acting on both detention structures from the receiving stream would completely inundate the proposed detention ponds (top of pond = 425.0'). Detention ponds within Kaufman are required to have 1-ft minimum of freeboard from the 100-YR WSEL to the top of pond elevation.

Meeting Date: 10/24/2022	Date: 10/12/2022	Item #: 11.	Dept.: Development Services

PZ Item

SUBJECT:

Consider and take appropriate action on the **Land Study and Preliminary Plat of Five Points** consisting of an approximate 99.520 acres of land out of the T. Jefferson Survey, Abstract No. 255 and the D. Falcon Survey, Abstract No. 151, City of Kaufman, said property being located on the northwest side of S. Washington St. at Five Points Dr. (Property ID 54860 & 54862). The property is zoned PD-22 Planned Development-22. (Case No. PP-04-22)

BACKGROUND:

See the attached October 4, 2022 Planning and Zoning Commission Report and attachments.

Author:
Andrew Bogda, Planning Manager

Reviewed:
Mike Slye, City Manager

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

Recommendation: On October 4, 2022, the Planning and Zoning Commission recommended approval, by a vote of 5-0, of the Land Study and Preliminary Plat of Five Points with the following condition:

1. **The plat review comments noted in a memo from Andrew Bogda dated September 28, 2022 are addressed before the preliminary plat goes to City Council.**
2. **The Traffic Impact Analysis review comments noted in a memo from the City Engineer dated September 29, 2022 are addressed to the City Engineer's satisfaction before the preliminary plat goes to City Council.**

The applicant has made revisions to the land study, preliminary plat, and phasing plan, and staff has confirmed that all comments have been addressed with the exception of the Traffic Impact Analysis (TIA), which the applicant was diligently working with staff to finalize at the time the agenda packet was prepared. Staff recommends approval of the land study and preliminary plat of Five Points with the condition that all TIA staff review comments are addressed.

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

Planning and Zoning Commission Report

Meeting Date: October 4, 2022

SUBJECT: Consider and make a recommendation to City Council on the **Land Study and Preliminary Plat of Five Points**, which will create 134 single-family residential lots, 93 townhome residential lots, 3 multi-family residential lots, 2 commercial lots, open space lots, and right-of-way on 99.520 acres out of the T. Jefferson Survey, Abstract No. 255 and the D. Falcon Survey, Abstract No. 151, City of Kaufman, said property being located on the northwest side of S. Washington St. at Five Points Dr. (Property ID 54860 & 54862). The property is zoned PD-22 Planned Development-22. (Case No. PP-04-22)

SUMMARY:

The subject property includes 99.52 acres located on the northwest side of S. Washington St. at Five Points Dr. The property has a gross acreage of 101.016, but a 1.405 acre tract and 0.091 acre tract located in the southwestern portion of the development have been excepted and excluded from the plat; these properties are owned by Kaufman County and include a cemetery.

In June 2022, the subject property was rezoned Planned Development-22 (PD-22) to allow a mix of commercial/retail/office, high-density multi-family residential, low-density multi-family residential (single-family build-to-rent), townhouse residential, and single-family residential uses, with sub-districts established for each use.

The proposed preliminary plat is in general conformance with the conceptual plans approved with the Planned Development zoning and is also in compliance with the lot area, dimensions, and setbacks established for each sub-district. The preliminary plat will include 134 single-family residential lots spread across 34.45 acres in the northwestern portion of the development, 93 townhome residential lots on 11.08 acres in the northeastern portion of the development, two commercial lots (9.821 acres and 5.524 acres) at S. Washington St. and Lakeside Dr. in the northeastern portion of the development, and three multi-family residential lots (9.021 acres, 9.421 acres, and 8.403 acres) in the southwestern portion of the development at Five Points Dr. and Vista Dr.

The plat will include the necessary rights-of-way for the extension of Five Points Dr., the extension of Vista Ln., and a perimeter road along the western boundary of the development, all of which will include 60'-wide rights-of-way to accommodate collector roads. The plat also includes the right-of-way for Lakeside Dr., which will be 80' for the portion located entirely within the development where Lakeside intersects S. Washington St. and Five Points Dr.; this right-of-way dedication will taper to 40' along the northern boundary of the property, with the additional 40' to be required to be dedicated by the property owner to the north when that property develops. In addition, the plat includes the necessary rights-of-way for internal streets in the

single-family residential and townhouse residential sections. The townhouse residential sections will include some non-standard street sections to accommodate on-street parking, alleys, and a denser urban-style design as approved with the Planned Development zoning. Narrower-than-typical rights-of-way flanked by public parking and access easements accommodate these atypical street sections.

The plat also includes several open space lots (to be maintained by a homeowners' association), mostly located in the single-family and townhouse residential areas; these open space lots will mostly include landscaping, recreational amenities, and drainage elements. A water easement will traverse the property's frontage on S. Washington St. as well as between the multi-family and commercial lots, while a sanitary sewer easement will extend around the west and north sides of the cemetery. A wall maintenance easement will be provided along the western and northern boundaries of the single-family residential area.

The single-family residential, multi-family residential, and commercial areas will mostly drain to the west and south, while the townhouse residential and 5.524-acre commercial lot will drain to the north and east. A series of proposed ponds will provide on-site detention.

The development is planned to be completed in seven phases, with the first phase to include the 8.403-acre multi-family residential lot and the extension of Five Points Dr., Vista Ln., and the portion of Lakeside Dr. up to Five Points Dr.

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

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

Five Points Drive and Vista Lane are not included on the Thoroughfare Plan, but both streets will have 60' of right-of-way with a 39' road to accommodate two travel lanes and one center turn lane. Internal residential streets in the single-family and townhouse residential sub-districts will be standard residential street sections with 50' of right-of-way and a 31'-wide street. The townhouse residential sub-district will include atypical street sections (as approved with the zoning) with narrower rights-of-way, flanked by parallel and head-in parking to be located in public parking and access easements. The alley between the single-family and townhouse residential sub-districts will be a 14' paved section within a 20' easement.

RECOMMENDATION:
Staff recommends approval of the Land Study and Preliminary Plat of Five Points, with the following condition:

1. The plat review comments noted in a memo from Andrew Bogda dated September 28, 2022 are addressed before the preliminary plat goes to City Council.

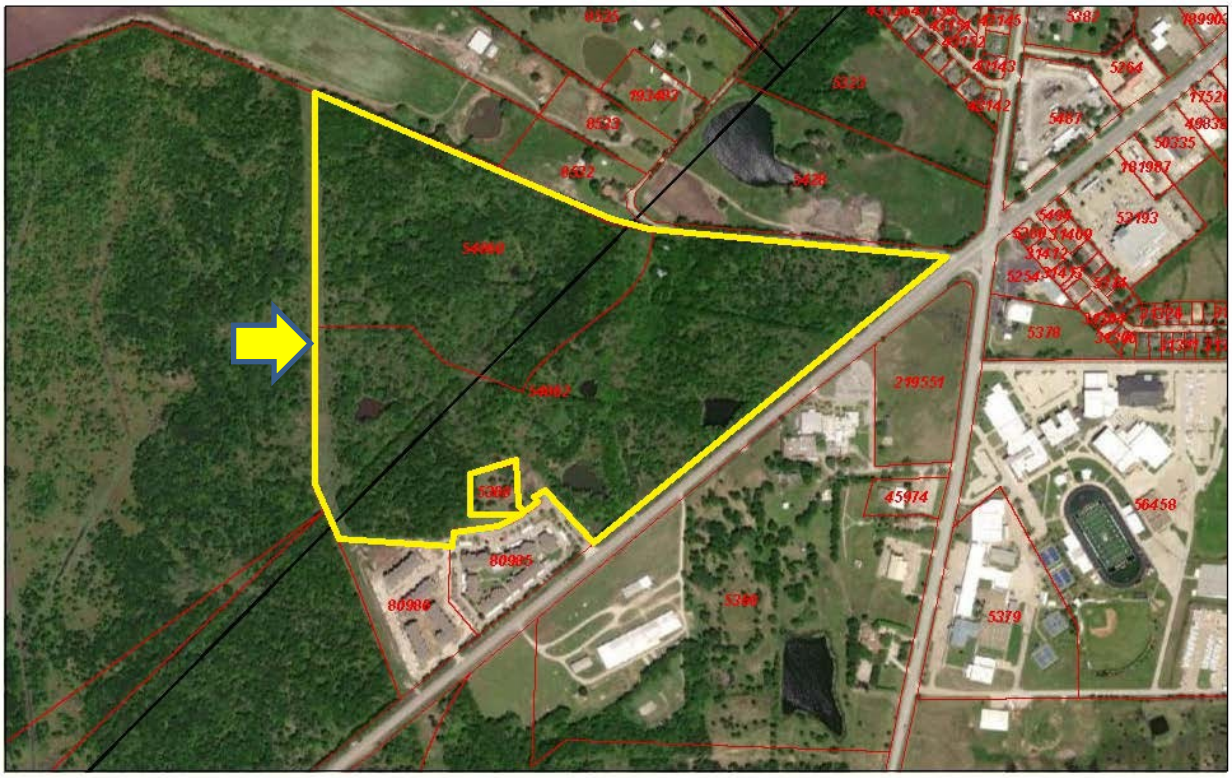
ATTACHMENTS:

1. Location Map
2. Approved Conceptual Plan (PD-22)
3. Land Study of Five Points
4. Preliminary Plat of Five Points
5. Phasing Plan of Five Points
6. Memo from Andrew Bogda dated September 28, 2022

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

Location Map

Five Points



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

Abstracts

Parcels

1:9,028

0 0.05 0.1 0.2 mi

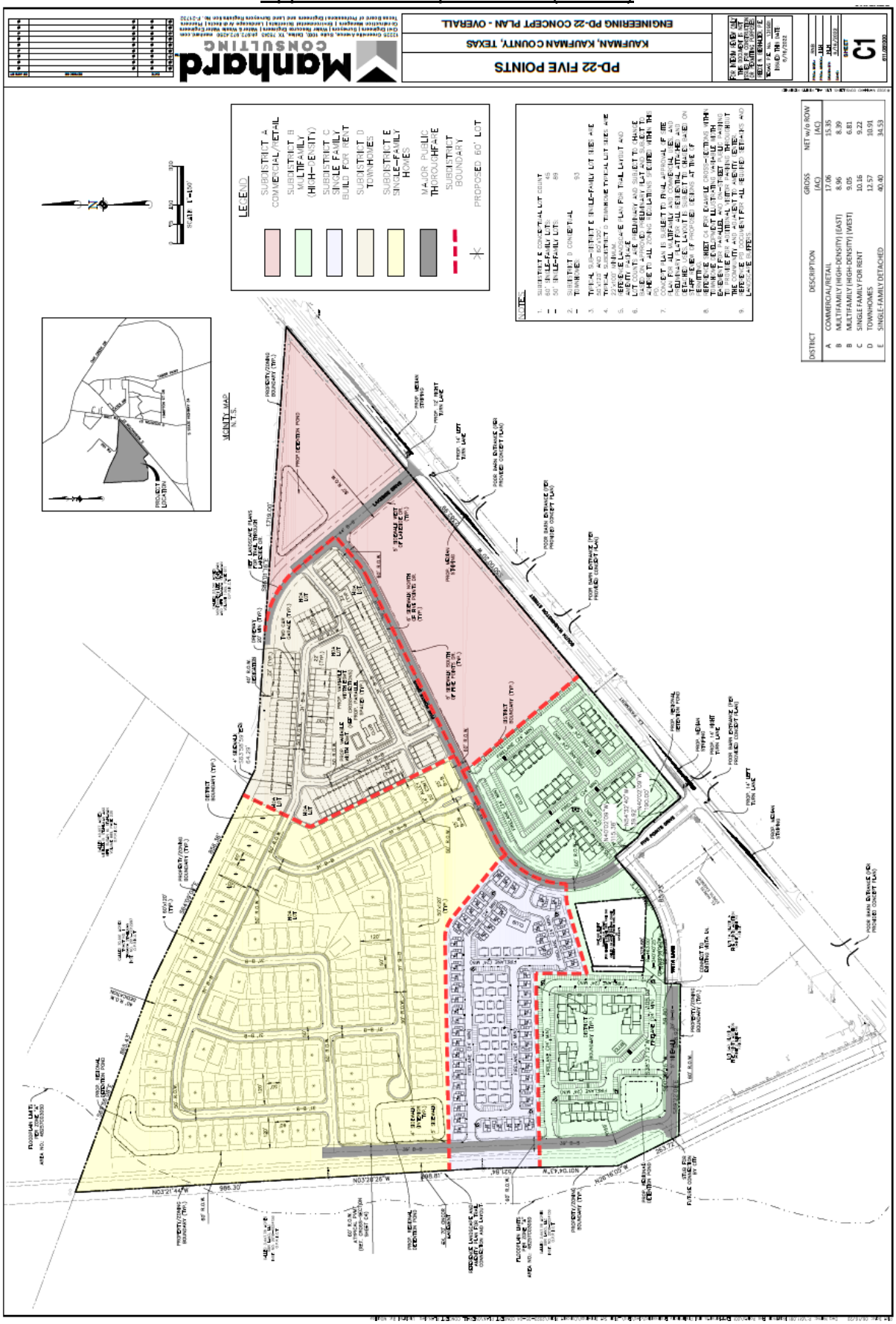
0 0.1 0.2 0.4 km

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

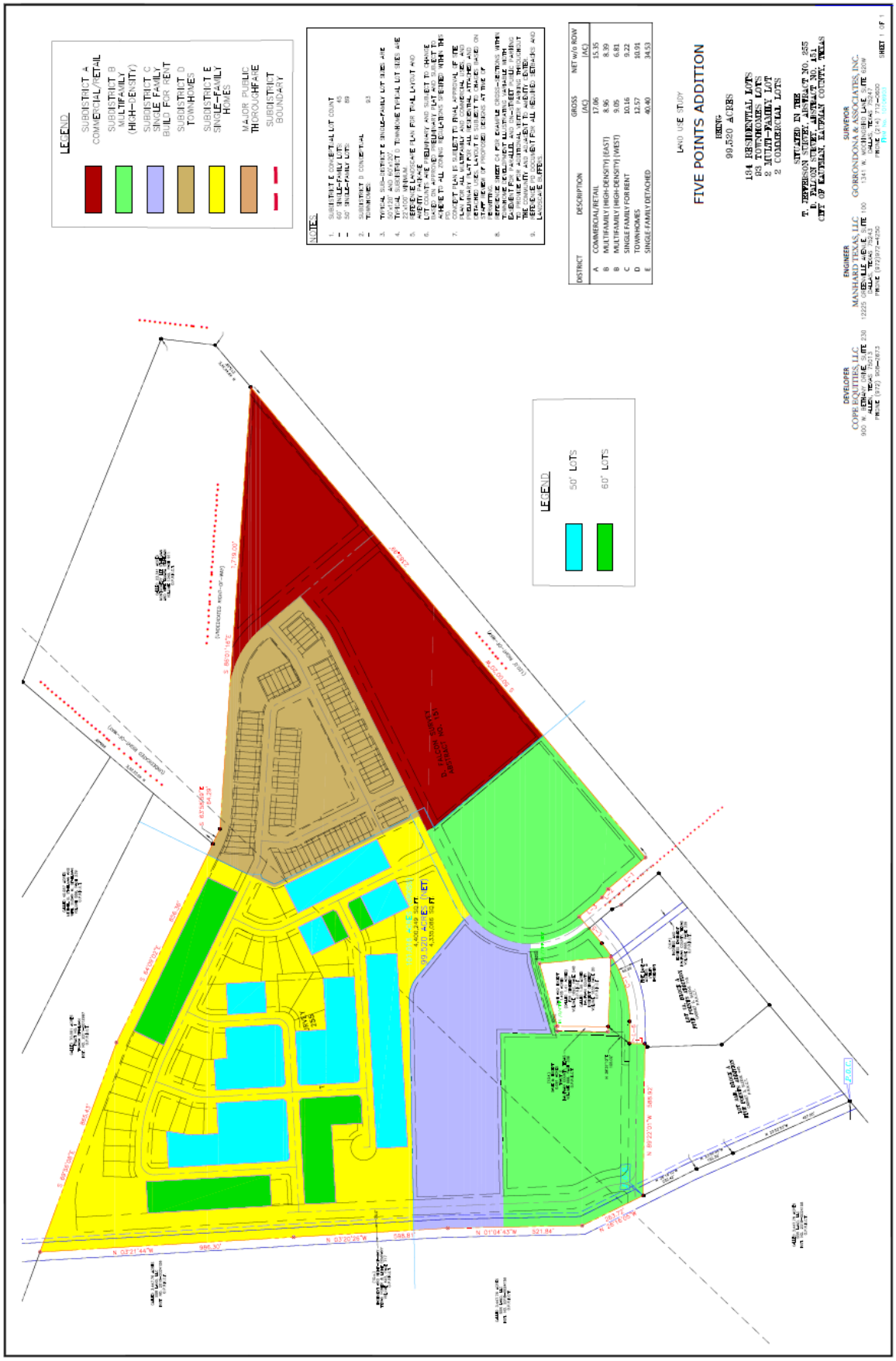
Kaufman County Appraisal District, BIS Consulting - www.bisconsulting.com

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 Conceptual Plan (PD-22)

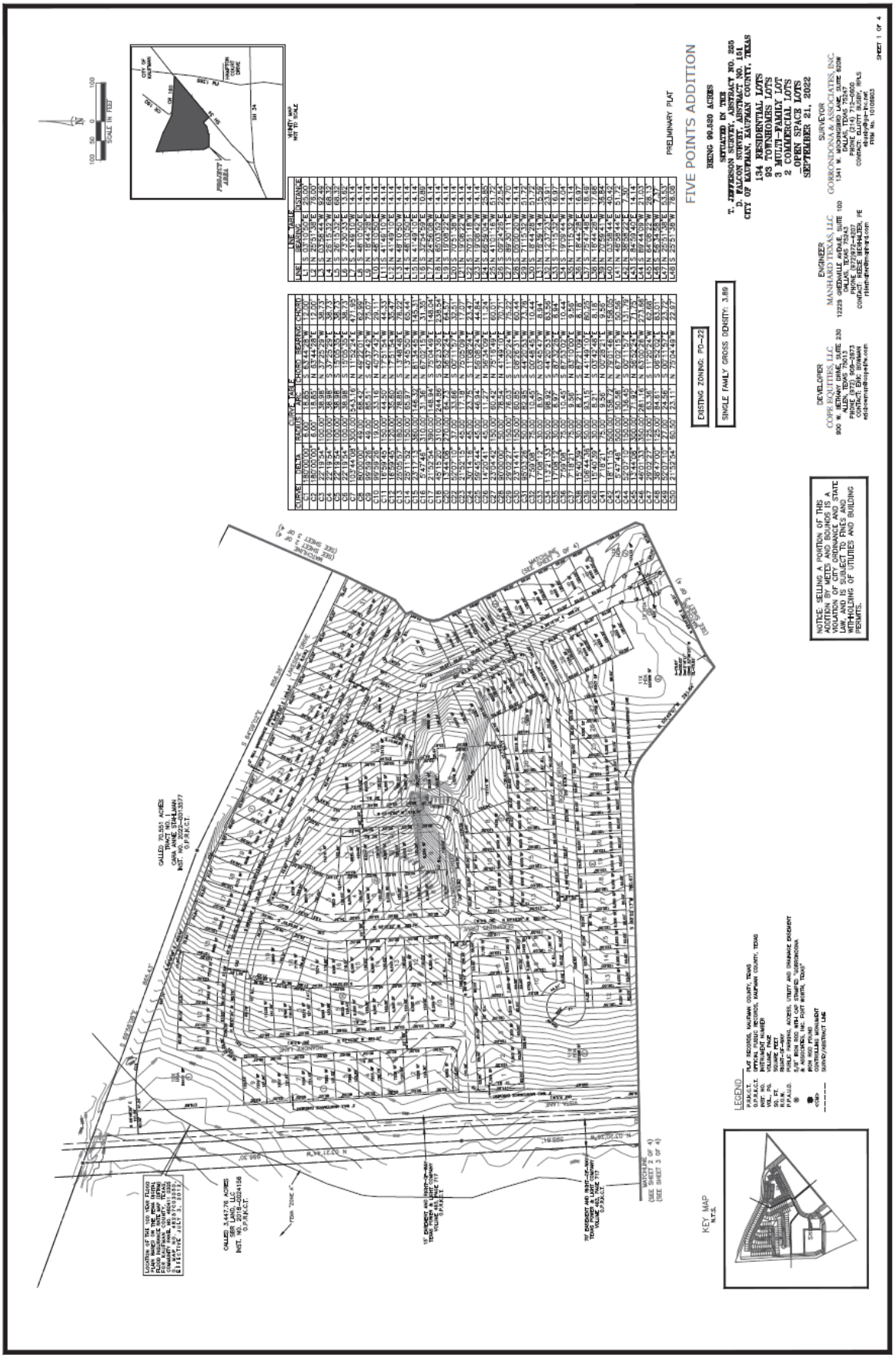


Land Study of Five Points

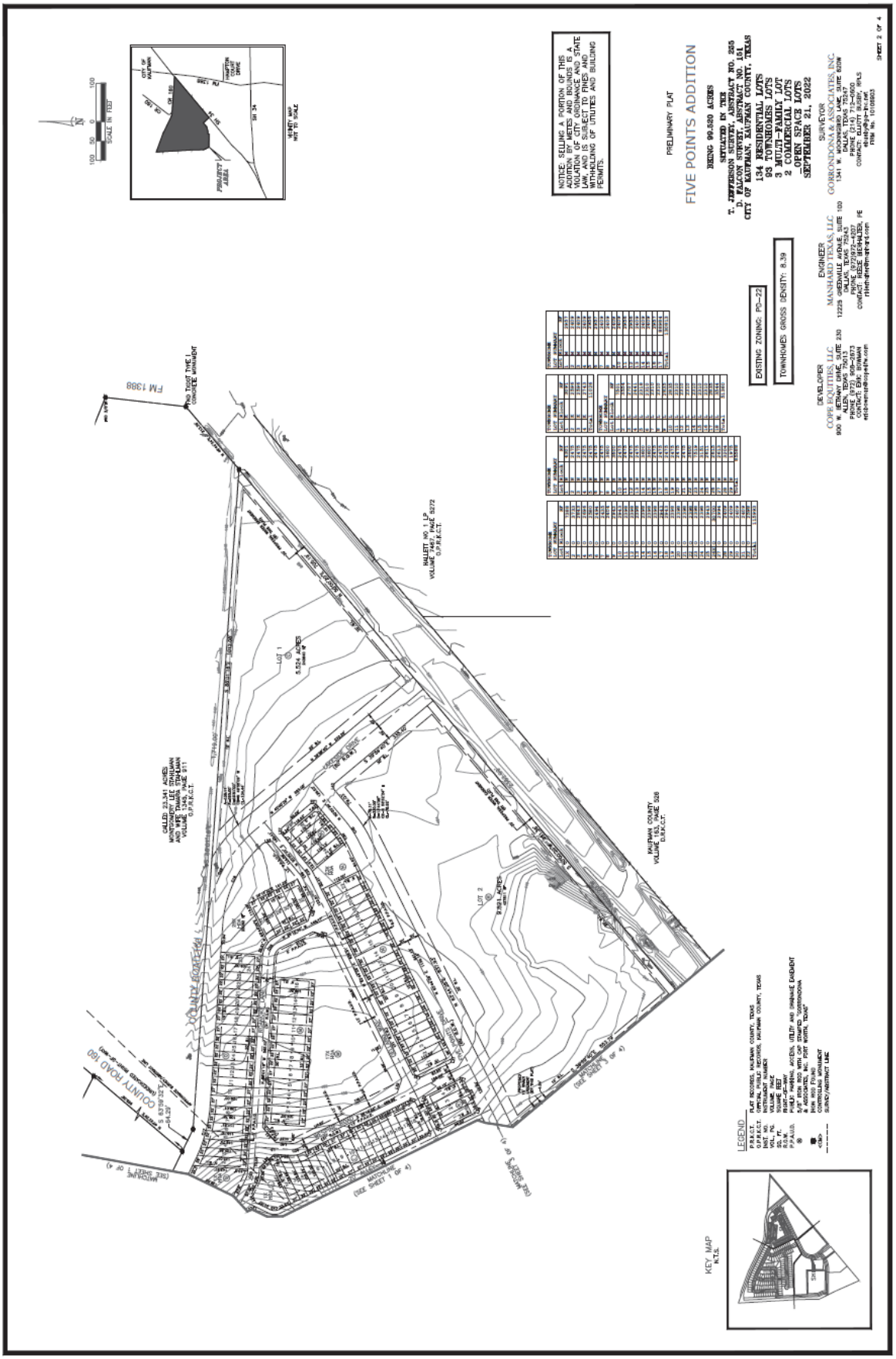


DISTRICT	DESCRIPTION	GROSS (AC)	NET w/o ROW (AC)
A	COMMERCIAL/RETAIL	17.06	15.35
B	MULTIFAMILY (HIGH-DENSITY) (EAST)	8.96	8.39
B	MULTIFAMILY (HIGH-DENSITY) (WEST)	9.05	6.81
C	SINGLE FAMILY FOR RENT	10.16	9.22
D	TOWNHOMES	12.57	10.91
E	SINGLE-FAMILY DETACHED	40.40	34.53

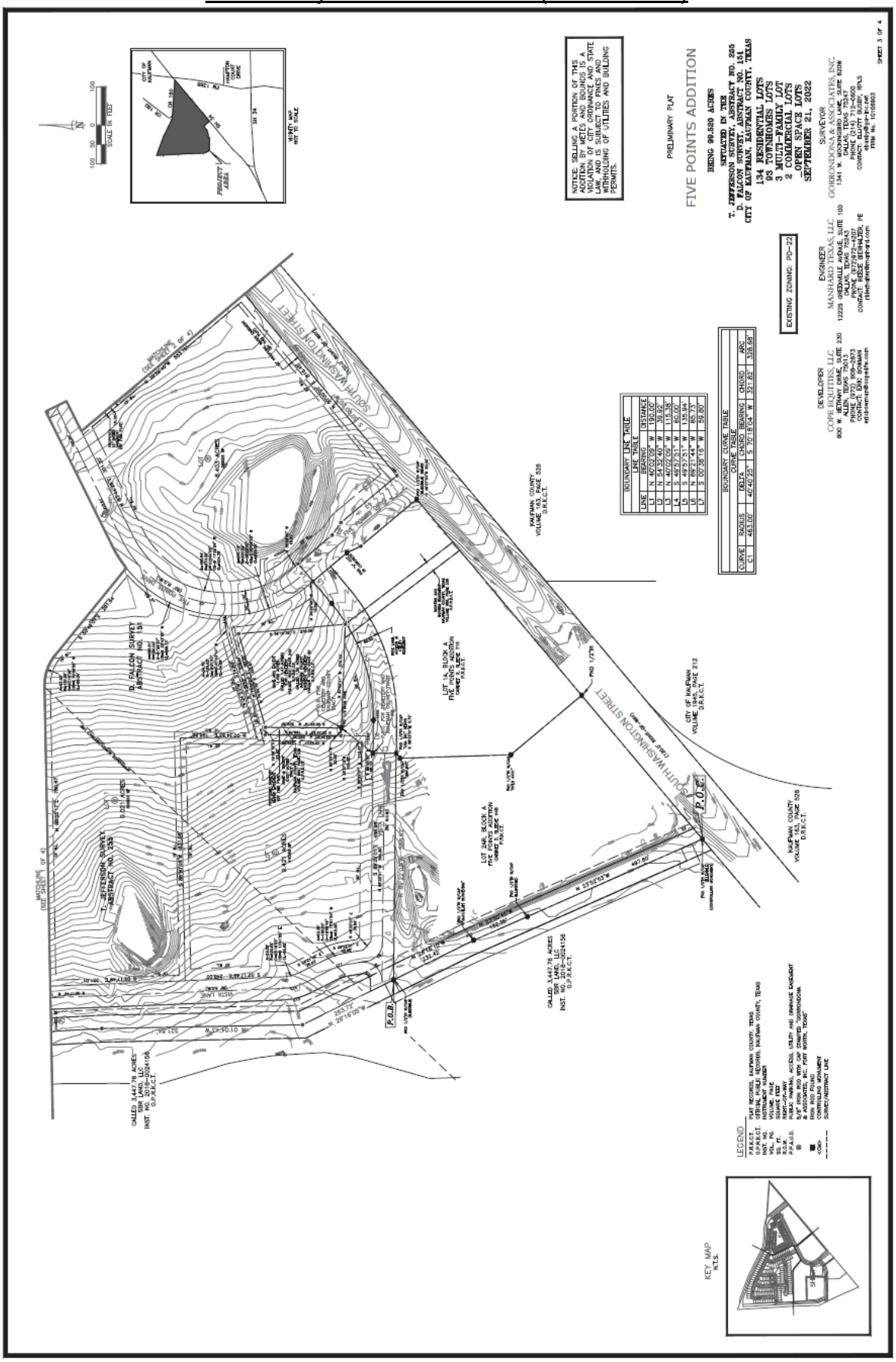
Preliminary Plat of Five Points (Sheet 1 of 4)



Preliminary Plat of Five Points (Sheet 2 of 4)



Preliminary Plat of Five Points (Sheet 3 of 4)



Preliminary Plat of Five Points (Sheet 4 of 4)

OWNERS CERTIFICATE AND DEDICATION

WHEREAS COPE EQUITIES, LLC BEING THE SOLE OWNER OF A 101.016 ACRE (4,400,249 SQUARE FEET) TRACT OF LAND SITUATED IN THE DIONISION FALCON SURVEY, ABSTRACT NO. 151 AND THE THOMAS JEFFERSON SURVEY, ABSTRACT NO. 255, CITY OF KAUFMAN, KAUFMAN COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 103.92 ACRE TRACT OF LAND, DESCRIBED AS TRACT 6, CONVEYED TO AMERICAN LIBERTY OIL COMPANY, LP AS RECORDED IN INSTRUMENT NO. 2016-0021566 OF THE OFFICIAL PUBLIC RECORDS OF KAUFMAN COUNTY, TEXAS, SAID 101.016 ACRE (4,400,249 SQUARE FEET) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 1/2 INCH IRON ROD WITH CAP (ILLEGIBLE) FOUND FOR THE SOUTHWEST CORNER OF LOT 2AR, BLOCK A OF FIVE POINTS ADDITION, AN ADDITION TO THE CITY OF KAUFMAN, KAUFMAN COUNTY, TEXAS AS RECORDED IN CABINET 3, SLEEVE 448 OF THE PLAT RECORDS OF KAUFMAN COUNTY, TEXAS, SAID 1/2 INCH IRON ROD WITH CAP (ILLEGIBLE) BEING THE SOUTHEAST CORNER OF A CALLED 3,447.76 ACRE TRACT OF LAND CONVEYED TO SBR LAND, LLC AS RECORDED IN INSTRUMENT NO. 2018-0024156 OF SAID OFFICIAL PUBLIC RECORDS OF KAUFMAN COUNTY, TEXAS, SAID 1/2 INCH IRON ROD WITH CAP (ILLEGIBLE) ALSO BEING IN THE NORTHWEST LINE OF SH 34 (A 120.0' RIGHT-OF-WAY); THENCE NORTH 23 DEGREES 52 MINUTES 53 SECONDS WEST, WITH THE SOUTHWEST LINE OF SAID LOT 2AR AND WITH THE NORTHEAST LINE OF SAID CALLED 3,447.76 ACRE TRACT OF LAND, A DISTANCE OF 497.60 FEET TO A 1/2 INCH IRON ROD WITH CAP (ILLEGIBLE) FOUND FOR CORNER; THENCE NORTH 23 DEGREES 50 MINUTES 45 SECONDS WEST, WITH THE SOUTHWEST LINE OF SAID LOT 2AR AND WITH THE NORTHEAST LINE OF SAID CALLED 3,447.76 ACRE TRACT OF LAND, A DISTANCE OF 152.35 FEET TO A 1/2 INCH IRON ROD WITH CAP STAMPED "MCCULLAH SURVEYING" FOUND FOR CORNER; THENCE NORTH 26 DEGREES 16 MINUTES 10 SECONDS WEST, WITH THE SOUTHWEST LINE OF SAID LOT 2AR AND WITH THE NORTHEAST LINE OF SAID CALLED 3,447.76 ACRE TRACT OF LAND, A DISTANCE OF 232.42 FEET TO A 1/2 INCH IRON ROD WITH CAP (ILLEGIBLE) FOUND FOR THE POINT OF BEGINNING, SAID 1/2 INCH IRON ROD WITH CAP (ILLEGIBLE) BEING THE NORTHWEST CORNER OF SAID LOT 2AR, SAID 1/2 INCH IRON ROD WITH CAP (ILLEGIBLE) ALSO BEING IN THE SOUTHWEST LINE OF SAID TRACT 6;

THENCE NORTH 26 DEGREES 16 MINUTES 05 SECONDS WEST, WITH A SOUTHWEST LINE OF SAID TRACT 6 AND WITH THE NORTHEAST LINE OF SAID CALLED 3,447.76 ACRE TRACT OF LAND, A DISTANCE OF 263.72 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "GORRONDONA & ASSOCIATES, INC. FORT WORTH, TEXAS" SET FOR CORNER;

THENCE NORTH 01 DEGREES 04 MINUTES 43 SECONDS WEST, WITH THE WEST LINE OF SAID TRACT 6 AND WITH THE EAST LINE OF SAID CALLED 3,447.76 ACRE TRACT OF LAND, A DISTANCE OF 521.64 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "GORRONDONA & ASSOCIATES, INC. FORT WORTH, TEXAS" SET FOR CORNER;

THENCE NORTH 03 DEGREES 20 MINUTES 26 SECONDS WEST, WITH THE WEST LINE OF SAID TRACT 6 AND WITH THE EAST LINE OF SAID CALLED 3,447.76 ACRE TRACT OF LAND, A DISTANCE OF 598.81 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "GORRONDONA & ASSOCIATES, INC. FORT WORTH, TEXAS" SET FOR CORNER;

THENCE NORTH 03 DEGREES 21 MINUTES 44 SECONDS WEST, WITH THE WEST LINE OF SAID TRACT 6 AND WITH THE EAST LINE OF SAID CALLED 3,447.76 ACRE TRACT OF LAND, A DISTANCE OF 986.30 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "GORRONDONA & ASSOCIATES, INC. FORT WORTH, TEXAS" SET FOR THE NORTHWEST CORNER OF SAID TRACT 6 AND A NORTHEAST CORNER OF SAID CALLED 3,447.76 ACRE TRACT OF LAND, SAID 5/8 INCH IRON ROD WITH CAP STAMPED "GORRONDONA & ASSOCIATES, INC. FORT WORTH, TEXAS" BEING IN THE SOUTHWEST LINE OF A CALLED 70.551 ACRE TRACT OF LAND, DESCRIBED AS TRACT NO. I, CONVEYED TO CARA ANNE STAHLMAN AS RECORDED IN INSTRUMENT NO. 2022-0013577 OF SAID OFFICIAL PUBLIC RECORDS OF KAUFMAN COUNTY, TEXAS;

THENCE SOUTH 69 DEGREES 56 MINUTES 08 SECONDS EAST, WITH THE NORTHEAST LINE OF SAID TRACT 6 AND WITH THE SOUTHWEST LINE OF SAID CALLED 70.551 ACRE TRACT OF LAND, A DISTANCE OF 865.43 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "GORRONDONA & ASSOCIATES, INC. FORT WORTH, TEXAS" SET FOR CORNER;

THENCE SOUTH 64 DEGREES 09 MINUTES 02 SECONDS EAST, WITH THE NORTHEAST LINE OF SAID TRACT 6 AND WITH THE SOUTHWEST LINE OF SAID CALLED 70.551 ACRE TRACT OF LAND, A DISTANCE OF 856.36 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE SOUTHEAST CORNER OF SAID CALLED 70.551 ACRE TRACT OF LAND AND THE SOUTHWEST CORNER OF A CALLED 23.341 ACRE TRACT OF LAND CONVEYED TO MONTGOMERY LEE STAHLMAN AND WIFE TAMARA STAHLMAN AS RECORDED IN VOLUME 1345, PAGE 911 OF SAID OFFICIAL PUBLIC RECORDS OF KAUFMAN COUNTY, TEXAS, FROM WHICH A 1/2 INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID CALLED 23.341 ACRE TRACT OF LAND BEARS NORTH 40 DEGREES 22 MINUTES 29 SECONDS EAST, A DISTANCE OF 969.08 FEET, SAID 1/2 INCH IRON ROD BEING THE APPROXIMATE CENTER OF CR 160 (AN UNDEDICATED RIGHT-OF-WAY);

THENCE SOUTH 63 DEGREES 59 MINUTES 32 SECONDS EAST, WITH THE NORTHEAST LINE OF SAID TRACT 6 AND WITH THE SOUTHWEST LINE OF SAID CALLED 23.341 ACRE TRACT OF LAND, A DISTANCE OF 64.29 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

THENCE SOUTH 86 DEGREES 01 MINUTES 16 SECONDS EAST, WITH THE NORTH LINE OF SAID TRACT 6, WITH THE SOUTH LINE OF SAID CALLED 23.341 ACRE TRACT OF LAND AND WITH THE APPROXIMATE CENTER OF SAID COUNTY ROAD 160, A DISTANCE OF 1,719.00 FEET TO A 5/8 INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID TRACT 6 AND THE SOUTHEAST CORNER OF SAID CALLED 23.341 ACRE TRACT OF LAND, SAID 5/8 INCH IRON ROD BEING THE INTERSECTION OF THE APPROXIMATE CENTER OF SAID COUNTY ROAD 160 WITH THE NORTHWEST LINE OF SAID SH 34, FROM WHICH A TXDOT TYPE I CONCRETE MONUMENT FOUND FOR CORNER IN THE EASTERLY LINE OF SAID CALLED 23.341 ACRE TRACT OF LAND BEARS NORTH 49 DEGREES 44 MINUTES 34 SECONDS EAST, A DISTANCE OF 213.39 FEET, SAID TXDOT TYPE I CONCRETE MONUMENT BEING THE INTERSECTION OF THE WEST LINE OF FM 1388 WITH THE NORTHWEST LINE OF SAID SH 34;

THENCE SOUTH 50 DEGREES 00 MINUTES 20 SECONDS WEST, WITH THE SOUTHEAST LINE OF SAID TRACT 6 AND WITH THE NORTHWEST LINE OF SAID SH 34, A DISTANCE OF 2,382.99 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "GORRONDONA & ASSOCIATES, INC. FORT WORTH, TEXAS" SET FOR THE INTERSECTION OF THE NORTHWEST LINE OF SAID SH 34 WITH THE NORTHEAST LINE OF FIVE POINT DRIVE (A VARIABLE WIDTH RIGHT-OF-WAY), FROM WHICH A 1/2 INCH IRON ROD WITH CAP (ILLEGIBLE) FOUND FOR THE EAST CORNER OF LOT 1A, BLOCK A OF FIVE POINTS ADDITION, AN ADDITION TO THE CITY OF KAUFMAN, KAUFMAN COUNTY, TEXAS AS RECORDED IN CABINET 2, SLEEVE 715 OF SAID PLAT RECORDS OF KAUFMAN COUNTY, TEXAS BEARS SOUTH 49 DEGREES 57 MINUTE 54 SECONDS WEST, A DISTANCE OF 60.00 FEET;

THENCE NORTH 40 DEGREES 02 MINUTES 09 SECONDS WEST, WITH THE NORTHEAST LINE OF SAID FIVE POINTS DRIVE, A DISTANCE OF 190.00 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "GORRONDONA & ASSOCIATES, INC. FORT WORTH, TEXAS" SET FOR CORNER;

THENCE NORTH 54 DEGREES 32 MINUTES 40 SECONDS WEST, WITH THE NORTHEAST LINE OF SAID FIVE POINTS DRIVE, A DISTANCE OF 39.92 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "GORRONDONA & ASSOCIATES, INC. FORT WORTH, TEXAS" SET FOR CORNER;

THENCE NORTH 40 DEGREES 02 MINUTES 09 SECONDS WEST, WITH THE NORTHEAST LINE OF SAID FIVE POINTS DRIVE, A DISTANCE OF 115.38 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "GORRONDONA & ASSOCIATES, INC. FORT WORTH, TEXAS" SET FOR THE NORTH CORNER OF SAID FIVE POINTS DRIVE;

THENCE SOUTH 49 DEGREES 57 MINUTES 51 SECONDS WEST, WITH THE NORTHWEST LINE OF SAID FIVE POINTS DRIVE, PASSING AT A DISTANCE OF 60.00 FEET, A CALCULATED POINT FOR THE WEST CORNER OF SAID FIVE POINTS DRIVE AND THE NORTH CORNER OF SAID LOT 1A, IN ALL, A DISTANCE OF 135.94 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 463.00 FEET, A DELTA OF 40 DEGREES 40 MINUTES 25 SECONDS, AND WHOSE CHORD BEARS SOUTH 70 DEGREES 18 MINUTES 04 SECONDS WEST, A CHORD DISTANCE OF 321.82 FEET;

THENCE SOUTHWESTERLY, WITH SAID CURVE TO THE RIGHT AND WITH THE NORTHWEST LINE OF SAID LOT 1A, AN ARC DISTANCE OF 328.68 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

THENCE NORTH 89 DEGREES 21 MINUTES 44 SECONDS WEST, WITH THE NORTH LINE OF SAID LOT 1A, A DISTANCE OF 68.73 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE MOST NORTHERLY NORTHWEST CORNER OF SAID LOT 1A;

THENCE SOUTH 00 DEGREES 38 MINUTES 16 SECONDS WEST, WITH A WEST LINE OF SAID LOT 1A, A DISTANCE OF 59.80 FEET TO A CALCULATED POINT FOR THE MOST NORTHERLY NORTHEAST CORNER OF SAID LOT 2AR, FROM WHICH A 1/2 INCH IRON ROD WITH CAP STAMPED "USA INC" FOUND FOR REFERENCE BEARS SOUTH 28 DEGREES 33 MINUTES 51 SECONDS EAST, A DISTANCE OF 0.72 FEET;

THENCE NORTH 89 DEGREES 22 MINUTES 01 SECONDS WEST, WITH THE NORTH LINE OF SAID LOT 2AR, A DISTANCE OF 558.92 FEET TO THE POINT OF BEGINNING, AND CONTAINING 4,400,249 SQUARE FEET OR 101.016 ACRES OF LAND, MORE OR LESS. CONTINUED...

SAVE AND EXCEPT A 1.405 ACRE (61,217 SQUARE FEET) TRACT OF LAND (CALLED 1.41 ACRE TRACT OF LAND FOR CEMETERY) DESCRIBED IN VOLUME 1692, PAGE 248 OF THE OFFICIAL PUBLIC RECORDS OF KAUFMAN COUNTY, TEXAS, AND BEING THE SAME CALLED 1.55 ACRE TRACT OF LAND DESCRIBED IN VOLUME 1636, PAGE 20 OF SAID OFFICIAL PUBLIC RECORDS OF KAUFMAN COUNTY, TEXAS, SAID 1.405 ACRE (61,217 SQUARE FEET) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUND AS FOLLOWS:

COMMENCING AT A 1/2 INCH IRON ROD FOUND FOR THE MOST NORTHERLY NORTHWEST CORNER OF LOT 1A, BLOCK A OF FIVE POINTS ADDITION, AN ADDITION TO THE CITY OF KAUFMAN, KAUFMAN COUNTY, TEXAS AS RECORDED IN CABINET 2, SLEEVE 715 OF SAID PLAT RECORDS OF KAUFMAN COUNTY, TEXAS; THENCE NORTH 38 DEGREES 37 MINUTES 12 SECONDS EAST, A DISTANCE OF 105.02 FEET TO A 1/2 INCH IRON PIPE FOUND FOR THE POINT OF BEGINNING, SAID 1/2 INCH IRON PIPE BEING THE SOUTHWEST CORNER OF SAID CEMETERY AND THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO KAUFMAN COUNTY, TEXAS AS RECORDED IN VOLUME 666, PAGE 339 OF SAID OFFICIAL PUBLIC RECORDS OF KAUFMAN COUNTY, TEXAS;

THENCE NORTH 00 DEGREES 29 MINUTES 19 SECONDS EAST, A DISTANCE OF 197.58 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "GORRONDONA & ASSOCIATES, INC. FORT WORTH, TEXAS" SET FOR CORNER;

THENCE NORTH 74 DEGREES 04 MINUTES 33 SECONDS EAST, A DISTANCE OF 252.87 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "GORRONDONA & ASSOCIATES, INC. FORT WORTH, TEXAS" SET FOR CORNER;

THENCE SOUTH 05 DEGREES 10 MINUTES 38 SECONDS EAST, A DISTANCE OF 278.09 FEET TO A POINT FOR CORNER, FROM WHICH A 1/2 INCH IRON PIPE FOUND FOR REFERENCE BEARS SOUTH 85 DEGREES 03 MINUTES 17 SECONDS EAST, A DISTANCE OF 2.07 FEET;

THENCE NORTH 87 DEGREES 52 MINUTES 21 SECONDS WEST, A DISTANCE OF 270.13 FEET TO THE POINT OF BEGINNING, AND CONTAINING 61,217 SQUARE FEET OR 1.405 ACRES OF LAND, MORE OR LESS.

ALSO SAVE AND EXCEPT A 0.091 ACRE (3,946 SQUARE FEET) TRACT OF LAND, DESCRIBED AS TRACT 2, CONVEYED TO KAUFMAN COUNTY, TEXAS AS RECORDED IN VOLUME 666, PAGE 339 OF THE OFFICIAL PUBLIC RECORDS OF KAUFMAN COUNTY, TEXAS:

COMMENCING AT A 1/2 INCH IRON ROD FOUND FOR THE MOST NORTHERLY NORTHWEST CORNER OF LOT 1A, BLOCK A OF FIVE POINTS ADDITION, AN ADDITION TO THE CITY OF KAUFMAN, KAUFMAN COUNTY, TEXAS AS RECORDED IN CABINET 2, SLEEVE 715 OF SAID PLAT RECORDS OF KAUFMAN COUNTY, TEXAS; THENCE NORTH 38 DEGREES 37 MINUTES 12 SECONDS EAST, A DISTANCE OF 105.02 FEET TO A 1/2 INCH IRON PIPE FOUND FOR THE POINT OF BEGINNING, SAID 1/2 INCH IRON PIPE BEING THE SOUTHWEST CORNER OF SAID CEMETERY AND THE SOUTHEAST CORNER OF SAID 0.091 ACRE TRACT OF LAND;

THENCE NORTH 85 DEGREES 30 MINUTES 41 SECONDS WEST, A DISTANCE OF 20.00 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "GORRONDONA & ASSOCIATES, INC. FORT WORTH, TEXAS" SET FOR CORNER;

THENCE NORTH 00 DEGREES 34 MINUTES 53 SECONDS EAST, A DISTANCE OF 196.79 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "GORRONDONA & ASSOCIATES, INC. FORT WORTH, TEXAS" SET FOR CORNER;

THENCE NORTH 79 DEGREES 29 MINUTES 19 SECONDS EAST, A DISTANCE OF 20.00 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "GORRONDONA & ASSOCIATES, INC. FORT WORTH, TEXAS" SET FOR CORNER;

THENCE SOUTH 00 DEGREES 29 MINUTES 19 SECONDS WEST, A DISTANCE OF 202.00 FEET TO THE POINT OF BEGINNING, AND CONTAINING 3,946 SQUARE FEET OR 0.091 ACRES OF LAND, MORE OR LESS.

TOTAL NET ACREAGE = 4,335,086 SQUARE FEET OR 99.520 ACRES OF LAND, MORE OR LESS.

APPROVAL CERTIFICATE

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

____
CHAIRMAN

____
DATE

APPROVED BY: CITY COUNCIL
CITY OF KAUFMAN, TEXAS

__________ MAYOR __________ DATE

ATTEST:

__________ CITY SECRETARY __________ DATE

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

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

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

WITNESS MY HAND THIS________DAY OF________________,2022.

____
MICHELLE WHEELER
COPE EQUITIES, LLC
MANAGING PARTNER

STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared ________________, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ________day of________________,2022.

____
Notary Signature

NOTES:

1. BEARINGS ARE REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD-83 (2011), NORTH CENTRAL ZONE (4202).
2. A 5/8-INCH IRON ROD WITH RED CAP STAMPED "GORRONDONA AND ASSOCIATES" WILL BE SET AT ALL BOUNDARY CORNERS, LOT CORNERS, POINTS OF CURVATURE, POINTS OF TANGENCY AND ANGLE POINTS IN PUBLIC RIGHT-OF-WAY WHEN POSSIBLE UNLESS OTHERWISE SHOWN OR NOTED IN THE DRAWING, AFTER ALL CONSTRUCTION FOR THIS SUBDIVISION HAS BEEN COMPLETED.
3. BY GRAPHICAL PLOTTING, PART OF THE PARCEL DESCRIBED HEREON LIES WITHIN "ZONE A", A SPECIAL FLOOD HAZARD AREA INUNDATED BY 100-YEAR FLOOD, AS DELINEATED ON THE KAUFMAN COUNTY, TEXAS AND INCORPORATED AREAS, FLOOD INSURANCE RATE MAP, MAP NUMBER 48257C03050, DATED JULY 3, 2012, PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA). THE SURVEYOR UTILIZED THE ABOVE REFERENCED FLOODPLAIN INFORMATION FOR THIS DETERMINATION AND THE SURVEYOR DOES NOT CERTIFY THAT REVISED FLOODPLAIN INFORMATION HAS OR HAS NOT BEEN PUBLISHED BY FEMA OR SOME OTHER SOURCE. ON OCCASION, GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THE ABOVE FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.
4. THIS PLAT DOES NOT ALTER OR REMOVE EXISTING DEED RESTRICTIONS, IF ANY, OR THIS PROPERTY. THE EXISTING ZONING IS PD-22.
5. ALL OPEN SPACE LOTS AND ALL IMPROVEMENTS THEREON, ENTRYWAY FEATURES, MONUMENT SIGNAGE (WITH THE EXCEPTION OF COMMERCIAL BUSINESS SIGNS), PERIMETER SCREENING DEVICES, DRAINAGE FACILITIES AND ASSOCIATED SCREENING SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS' ASSOCIATION.
6. BLOCKING THE FLOW OF WATER IN DRAINAGE EASEMENTS AND FILLING OR OBSTRUCTION OF DRAINAGE FACILITIES OR FLOODWAYS WITH FENCING, STREETS, BUSHES, STRUCTURES, TRASH, DEBRIS, ETC. IS PROHIBITED. MAINTENANCE OF DRAINAGE EASEMENTS AND DRAINAGE FACILITIES WILL BE THE RESPONSIBILITY OF THE INDIVIDUAL LOT OWNERS AND/OR THE HOMEOWNERS ASSOCIATION. THE CITY OF KAUFMAN WILL BE BE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF SAID DRAINAGE EASEMENTS OR FACILITIES OR THE CONTROL OF EROSION. THE CITY OF KAUFMAN WILL NOT BE RESPONSIBLE FOR ANY DAMAGE, PERSONAL INJURY, OR LOSS OF LIFE OR PROPERTY OCCASIONED BY FLOODING OR FLOODING CONDITIONS.
7. THE AREA OR AREAS SHOWN ON THE PLAT AS "VAM" (VISIBILITY, ACCESS AND MAINTENANCE) EASEMENT(S) ARE HEREBY GIVEN AND GRANTED TO THE CITY, ITS SUCCESSORS AND ASSIGNS, AS AN EASEMENT TO PROVIDE VISIBILITY, RIGHT OF ACCESS FOR MAINTENANCE UPON AND ACROSS SAID VAM EASEMENT. THE CITY SHALL HAVE THE RIGHT BUT NOT THE OBLIGATION TO MAINTAIN ANY AND ALL LANDSCAPING WITHIN THE VAM EASEMENT. SHOULD THE CITY EXERCISE THIS MAINTENANCE RIGHT, THEN IT SHALL BE PERMITTED TO REMOVE AND DISPOSE OF ANY AND ALL LANDSCAPING IMPROVEMENTS, INCLUDING WITHOUT LIMITATION, ANY TREES, SHRUBS, FLOWERS, GROUND COVER AND FIXTURES. THE CITY MAY WITHDRAW MAINTENANCE OF THE VAM EASEMENT AT ANY TIME. THE ULTIMATE MAINTENANCE RESPONSIBILITY FOR THE VAM EASEMENT SHALL REST WITH THE OWNERS. NO BUILDING, FENCE, SHRUB, TREE OR OTHER IMPROVEMENTS OR GROWTHS, WHICH IN ANY WAY MAY ENDANGER OR INTERFERE WITH THE VISIBILITY, SHALL BE CONSTRUCTED IN, ON, OVER OR ACROSS THE VAM EASEMENT. THE CITY SHALL ALSO HAVE THE RIGHT BUT NOT THE OBLIGATION TO ADD ANY LANDSCAPE IMPROVEMENTS TO THE VAM EASEMENT, TO ERECT ANY TRAFFIC CONTROL DEVICES OR SIGNS ON THE VAM EASEMENT AND TO REMOVE ANY OBSTRUCTION THEREON. THE CITY, ITS SUCCESSORS, ASSIGNS, OR AGENTS SHALL HAVE THE RIGHT AND PRIVILEGE AT ALL TIMES TO ENTER UPON THE VAM EASEMENT OR ANY PART THEREOF FOR THE PURPOSES AND WITH ALL RIGHTS AND PRIVILEGES SET FORTH HEREIN."

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS

That I, Elliott Pat Busby, do here by certify that I prepared this plat from and actual and accurate survey of the land and that the corner monuments shown hereon were properly placed under my supervision in accordance with the platting rules and regulations of the City of Kaufman, Texas.

Dated this the ________ day of ________________, 2022.

PRELIMINARY, DO NOT RECORD FOR ANY REASON, FOR REVIEW PURPOSES ONLY.
RELEASED 8/3/2022

Elliott Pat Busby
Texas Registered Professional Land Surveyor
State of Texas No. 5561

STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Elliott Pat Busby, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this________day of________________,2022.

____
Notary Signature

NOTICE: SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCE AND STATE LAW, AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.

PRELIMINARY PLAT

FIVE POINTS ADDITION

BEING 99.520 ACRES

SITUATED IN THE
T. JEFFERSON SURVEY, ABSTRACT NO. 255
D. FALCON SURVEY, ABSTRACT NO. 151
CITY OF KAUFMAN, KAUFMAN COUNTY, TEXAS

134 RESIDENTIAL LOTS
93 TOWNHOMES LOTS
3 MULTI-FAMILY LOT
2 COMMERCIAL LOTS
_OPEN SPACE LOTS
SEPTEMBER 21, 2022

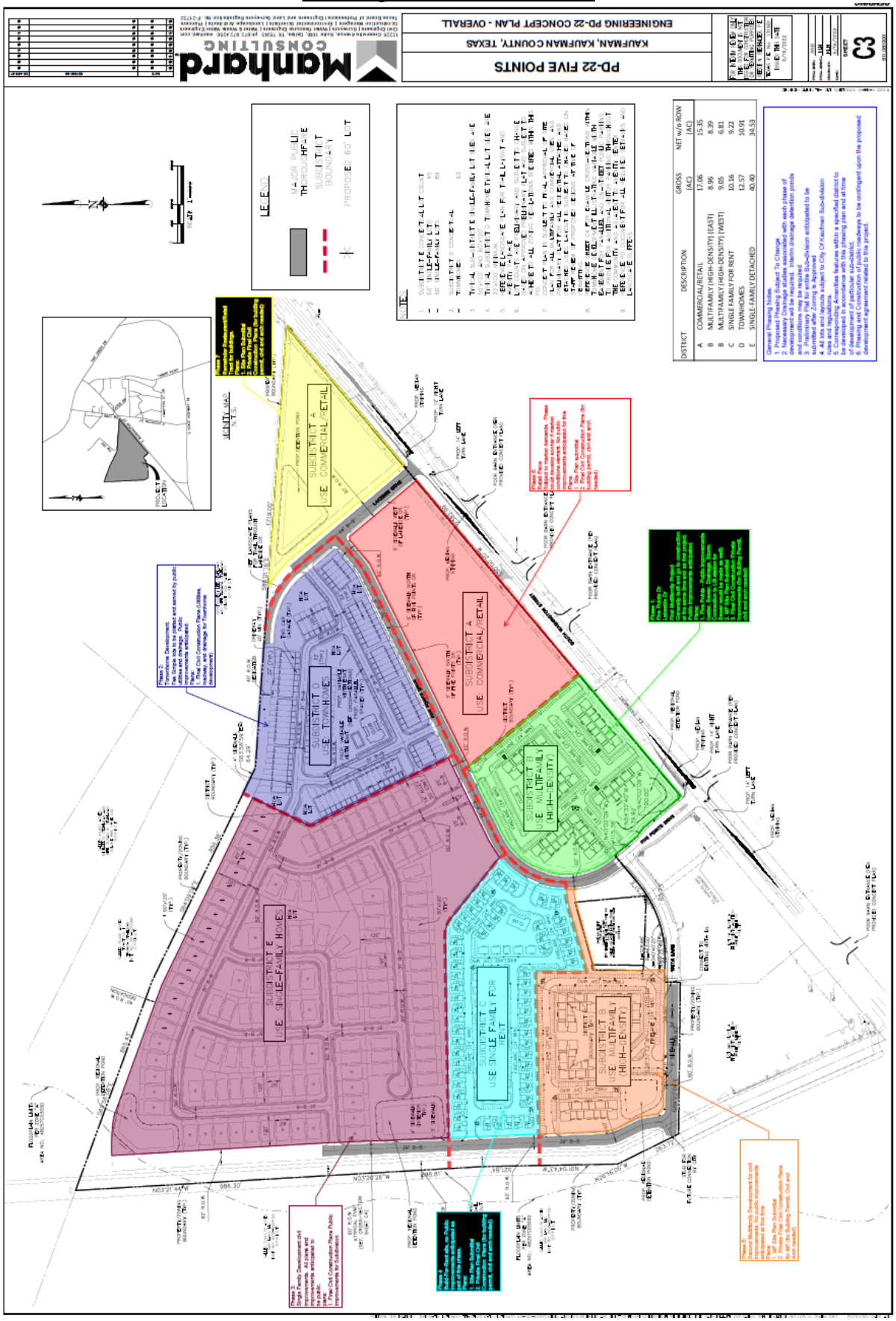
DEVELOPER
COPE EQUITIES, LLC
900 W. BETHANY DRIVE, SUITE 230
ALLEN, TEXAS 75013
PHONE (972) 908-2673
CONTACT: ERIC BOWMAN
ericbowman@copedfw.com

ENGINEER
MANHARD TEXAS, LLC
12225 GREENVILLE AVENUE, SUITE 100
DALLAS, TEXAS 75243
PHONE (972)972-4207
CONTACT: REECE BIERHALTER, PE
rbierhalter@manhard.com

SURVEYOR
GORRONDONA & ASSOCIATES, INC.
1341 W. MOCKINGBIRD LANE, SUITE 620W
DALLAS, TEXAS 75247
PHONE (214) 712-0600
CONTACT: ELLIOTT BUSBY, RPLS
ebusby@ga-inc.net
FIRM No. 10106903

SHEET 4 OF 4

Phasing Plan of Five Points



Memo from Andrew Bogda dated September 28, 2022

PP-04-22 – Preliminary Plat – 2nd Review September 28, 2022
Five Points Eric Bowman & Stephen Cope, Cope Equities
Reece Bierhalter, Manhard Consulting
Elliott Busby, Gorrondona & Associates, Inc.

Mr. Bowman, Mr. Cope, Mr. Bierhalter, and Mr. Busby:

Below are the review comments for the Preliminary Plat of Five Points. **This preliminary plat will be considered by the Planning & Zoning Commission on Tuesday, October 4, 2022 at 6:00pm** in the City Council Room of City Hall and **by the City Council on Monday, October 24, 2022** at the same time and place. ***Please make plans to attend the meetings to respond to any questions or concerns that may come up.***

Staff offers the following review comments regarding the 2nd Submittal of the preliminary plat. Unfortuantely, it is too late to make revisions for the P&Z Commission agenda packet, so the staff recommendation will be conditioned on the following comments being addressed. Please make revisions and **provide the revised plat and comment response letter no later than *Friday, October 7 at 12 Noon***. This will allow staff time to review your revisions and prepare the City Council agenda packet. Any comments that are not adequately addressed may move forward as recommended conditions.

1. On the land study, the color coding of the 50'-wide and 60'-wide single-family residential lots is not displaying properly. The color is obscuring the lot line work and some of the lots are not color-coded.
2. Improve the legibility of sheet labels on the key map.
3. What is the no-man's land between Vista Lane and the 15' easement and right-of-way for Texas Power & Light Company? This area should either be made an open space lot or dedicated as additional right-of-way.
4. Provide edge-to-centerline dimensions for the west perimeter road.
5. Add the label for South Washington Street to Sheet 2.
6. Provide a different name for the west perimeter road since it is technically a different road from Vista Lane.
7. Revise any additional street names, as necessary, per the dialogue with the Kaufman County 911 addressing coordinator.
8. The build-to-rent lot and the westernmost multi-family lot should be numbered separately, with one of them being Lot 1 of Block D and the other being Lot 2 of Block D.
9. Provide all missing lot, right-of-way, and easement dimensions.
10. Change "20' Proposal Water Easement (by this plat)" to "20' Water Easement (by this plat)".
11. In Block N, there appears to be some line work (that is not topography) on the western portion of Lot 1. Is this an easement? If so, it needs to be labeled appropriately.
12. In the townhome lot summary, change Lot 1 of Block L to Lot 1X of Block L, change Lot 17 of Block M to Lot 17X of Block M, and change Lots 23 and 29 of Block N to Lots 23X and 29X of Block N.
13. In areas where townhome lots back to public parking, access, utility, and drainage easements, dimension the area between the building line and the easement to ensure there is at least 20' of depth for driveway parking as required by the PD zoning regulations.
14. Provide additional pedestrian access easements or trail easements for any trail sections that cannot fit in a right-of-way or open space lot (if necessary).

15. Revise the bottom lines of the title block to:

134 single-family residential lots
93 townhome residential lots
3 multi-family residential lots
2 commercial lots
_ open space lots [Indicate total number of open space lots]
[Date of Preparation/Revision]

16. Address any outstanding or additional review comments on the preliminary plat, preliminary engineering plans, and traffic impact analysis from City Engineer Philip Varughese.

Please provide a written memo with the comments and how each comment has been addressed and make the necessary revisions no later than Friday, October 7 at 12 Noon. Any comments that are not adequately addressed may move forward as recommended conditions. Provide a digital PDF of the revised preliminary plat, supporting documents, and comment response letter via email to abogda@kaufmantx.org. Contact Andrew Bogda by email or by phone at 972-932-2216 x 117 with any questions regarding these review comments.

Sincerely,
Andrew Bogda, AICP
Planning Manager

Files Needed by October 7 at 12 noon:

- Revised Preliminary Plat (PDF)
- Revised Land Study & Phasing Plan (PDF)
- Revised Prelimianry Engineering Plans (PDF)
- Response Letter (PDF)
- Any other supporting documents (PDF)

Meeting Dates:

A representative for this case must be present at both meetings:

- Planning & Zoning Commission Meeting: **Tuesday, October 4, 2022, at 209 S. Washington Street - City Council Room - 6:00 pm**
- City Council Meeting: **Monday, October 24, 2022, at 209 S. Washington Street - City Council Room - 6:00 pm.**

The link to the agenda packet will be emailed to you the Friday before the meetings. The applicant or their representative must be physically present at each meeting.

LEGEND

- SUBDISTRICT A COMMERCIAL/RETAIL
- SUBDISTRICT B MULTIFAMILY (HIGH-DENSITY)
- SUBDISTRICT C SINGLE FAMILY BUILD FOR RENT
- SUBDISTRICT D TOWNHOMES
- SUBDISTRICT E SINGLE-FAMILY HOMES
- MAJOR PUBLIC THOROUGHFARE
- SUBDISTRICT BOUNDARY

NOTES

1. SUBDISTRICT E CONCEPTUAL LOT COUNT
   - 60' SINGLE-FAMILY LOTS: 45
   - 50' SINGLE-FAMILY LOTS: 89
2. SUBDISTRICT D CONCEPTUAL
   - TOWNHOMES: 93
3. TYPICAL SUB-DISTRICT E SINGLE-FAMILY LOT SIZES ARE 50'x120' AND 60'x120'.
4. TYPICAL SUBDISTRICT D TOWNHOME TYPICAL LOT SIZES ARE 22'x100' MINIMUM.
5. REFERENCE LANDSCAPE PLAN FOR TRAIL LAYOUT AND AMENITY PACKAGE
6. LOT COUNTS ARE PRELIMINARY AND SUBJECT TO CHANGE BASED ON APPROVED PRELIMINARY PLAT AND SUBJECT TO ADHERE TO ALL ZONING REGULATIONS SPECIFIED WITHIN THIS PD.
7. CONCEPT PLAN IS SUBLECT TO FINAL APPROVAL OF SITE PLAN FOR ALL MULTIFAMILY AND COMMERCIAL USES, AND PRELIMINARY PLAT FOR ALL RESIDENTIAL ATTACHED AND DETACHED USES. LAYOUT IS SUBJECT TO CHAGES BASED ON STAFF REVIEW OF PROPOSED DESIGNS AT TIME OF PERMITTING.
8. REFERENCE SHEET C4 FOR EXAMPLE CROSS-SECTIONS WITHIN TOWNHOME DEVELOPMENT ILLUSTRATING VARIABLE WIDTH EASEMENT FOR PARALLEL AND ON-STREET PUBLIC PARKING TO PROVIDE FOR ADDITIONAL VISITOR PARKING THROUGHOUT THE COMMUNITY AND ADJACENT TO AMENITY CENTER.
9. REFERENCE PD DOCUMENT FOR ALL REQUIRED SETBACKS AND LANDSCAPE BUFFERS.

LEGEND

- 50' LOTS
- 60' LOTS
- HOA (OPEN SPACE), RIGHT-OF-WAY, AND DETENTION

DISTRICT	DESCRIPTION	GROSS (AC)	NET w/o ROW (AC)
A	COMMERCIAL/RETAIL	17.06	15.35
B	MULTIFAMILY (HIGH-DENSITY) (EAST)	8.96	8.39
B	MULTIFAMILY (HIGH-DENSITY) (WEST)	9.05	6.81
C	SINGLE FAMILY FOR RENT	10.16	9.22
D	TOWNHOMES	12.57	10.91
E	SINGLE-FAMILY DETACHED	40.40	34.53

LAND USE STUDY

FIVE POINTS ADDITION

BEING
99.520 ACRES

134 RESIDENTIAL LOTS
93 TOWNHOMES LOTS
2 MULTI-FAMILY LOT
2 COMMERCIAL LOTS

SITUATED IN THE
T. JEFFERSON SURVEY, ABSTRACT NO. 255
D. FALCON SURVEY, ABSTRACT NO. 151
CITY OF KAUFMAN, KAUFMAN COUNTY, TEXAS

DEVELOPER
COPE EQUITIES, LLC
900 W. BETHANY DRIVE, SUITE 230
ALLEN, TEXAS 75013
PHONE (972) 908-2673

ENGINEER
MANHARD TEXAS, LLC
12225 GREENVILLE AVENUE, SUITE 100
DALLAS, TEXAS 75243
PHONE (972)972-4250

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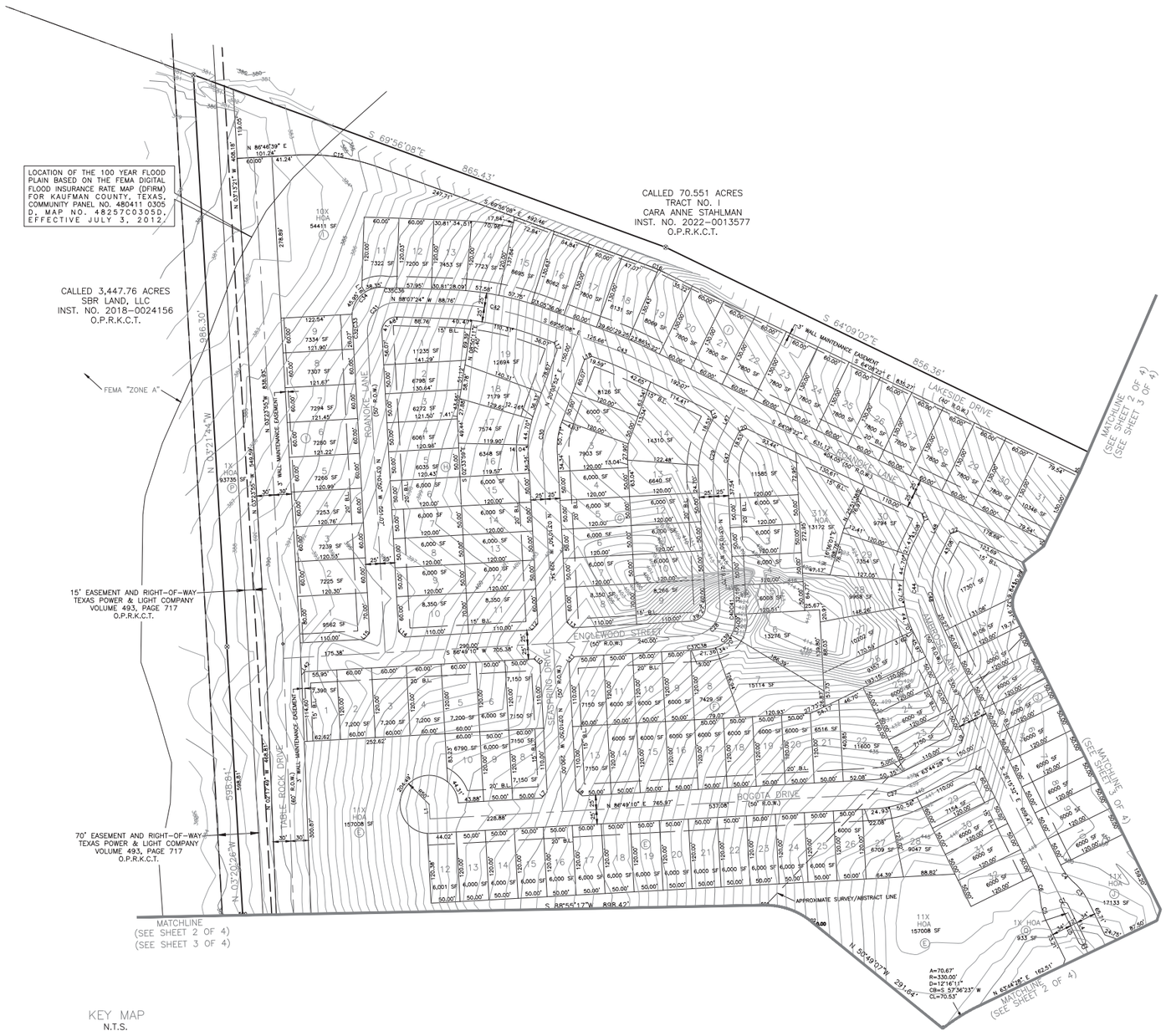
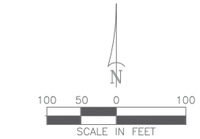
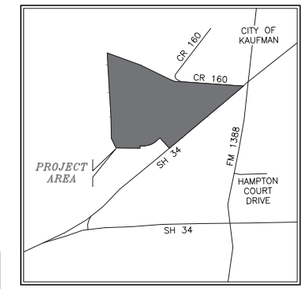
SHEET 1 OF 1





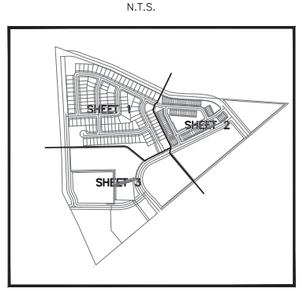


VICINITY MAP
NOT TO SCALE

CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	CHORD BEARING	CHORD
C1	180°00'00"	6.00'	18.85'	S 63°44'28" W	12.00'
C2	180°00'00"	6.00'	18.85'	N 63°44'28" E	12.00'
C3	22°19'54"	100.00'	38.98'	N 37°25'29" W	38.73'
C4	22°19'54"	100.00'	38.98'	S 37°25'29" E	38.73'
C5	22°19'54"	100.00'	38.98'	S 15°05'35" E	38.73'
C6	22°19'54"	100.00'	38.98'	S 15°05'35" E	38.73'
C7	103°44'08"	300.00'	543.16'	N 11°52'24" E	471.95'
C8	80°00'00"	49.00'	68.42'	N 49°22'01" W	62.99'
C9	99°59'26"	49.00'	85.51'	S 40°37'42" W	75.07'
C10	99°59'26"	19.00'	33.16'	N 40°37'42" E	29.11'
C11	16°59'45"	150.00'	44.50'	N 17°51'54" W	44.33'
C12	16°59'45"	120.00'	35.60'	N 17°51'54" W	35.47'
C13	25°05'57"	180.00'	78.85'	S 13°48'48" E	78.22'
C14	25°11'52"	150.00'	65.97'	N 13°45'50" W	65.44'
C15	23°17'13"	360.00'	146.32'	N 81°34'45" W	145.31'
C16	5°47'46"	310.00'	31.36'	N 67°02'15" W	31.35'
C17	21°52'54"	390.00'	148.94'	S 75°04'49" E	148.04'
C18	45°15'20"	310.00'	244.86'	S 63°23'36" E	238.54'
C20	13°44'08"	270.00'	64.73'	N 56°52'24" E	64.57'
C22	52°07'10"	37.00'	33.66'	S 00°11'57" E	32.51'
C23	21°52'15"	45.00'	17.18'	N 75°05'09" W	17.07'
C24	30°14'16"	45.00'	23.75'	S 11°08'24" E	23.47'
C25	59°45'44"	45.00'	46.94'	N 56°08'24" W	44.84'
C26	14°20'41"	45.00'	11.27'	N 56°34'09" E	11.24'
C27	23°04'42"	150.00'	60.42'	N 75°16'49" E	60.01'
C28	90°00'00"	50.00'	78.54'	N 41°49'10" E	70.71'
C29	29°02'27"	150.00'	76.03'	S 11°20'24" W	75.22'
C30	23°14'41"	150.00'	60.85'	S 08°26'31" W	60.44'
C31	95°03'26"	50.00'	82.95'	S 44°20'53" W	73.76'
C32	7°59'08"	75.00'	10.45'	S 00°48'45" W	10.44'
C33	17°08'12"	30.00'	8.97'	N 03°45'47" W	8.94'
C34	113°21'33"	50.00'	98.92'	S 44°20'53" W	83.56'
C35	17°08'12"	30.00'	8.97'	S 87°52'26" E	8.94'
C36	7°59'08"	75.00'	10.45'	S 87°53'02" W	10.44'
C37	7°18'21"	75.00'	9.56'	N 83°10'00" E	9.56'
C38	15°40'39"	30.00'	8.21'	S 87°21'09" W	8.18'
C39	106°44'36"	50.00'	93.15'	N 41°49'10" E	80.25'
C40	15°40'39"	30.00'	8.21'	S 03°42'48" E	8.18'
C41	7°18'21"	75.00'	9.56'	N 00°28'21" E	9.56'
C42	18°11'15"	500.00'	158.72'	N 79°01'46" W	158.05'
C43	5°47'46"	500.00'	50.58'	N 67°02'15" W	50.56'
C44	52°07'10"	150.00'	136.45'	S 00°11'57" E	131.79'
C45	13°44'08"	300.00'	71.92'	N 56°52'24" E	71.75'
C46	46°01'33"	350.00'	281.16'	N 63°00'26" W	273.66'
C47	29°02'27"	125.00'	63.36'	S 11°20'24" W	62.68'
C48	38°47'00"	125.00'	84.61'	S 06°52'02" E	83.01'
C49	52°07'10"	27.00'	24.56'	S 00°11'57" E	23.72'
C50	21°52'54"	60.50'	23.11'	N 75°04'49" W	22.97'
C51	90°00'00"	16.00'	25.13'	S 18°44'28" W	22.63'
C52	90°00'00"	16.00'	25.13'	S 71°15'32" E	22.63'
C53	90°00'00"	15.00'	23.56'	N 18°44'28" E	21.21'
C54	89°59'52"	19.20'	30.16'	S 71°15'31" E	27.15'
C55	90°00'00"	15.00'	23.56'	S 18°44'28" W	21.21'
C56	111°15'24"	31.33'	60.84'	N 18°44'28" E	51.72'
C57	55°58'51"	29.51'	28.83'	S 88°16'07" E	27.70'
C58	59°45'44"	29.50'	30.77'	N 56°08'24" W	29.39'
C59	90°00'00"	29.50'	46.34'	S 48°58'44" W	41.72'
C60	63°28'19"	29.50'	32.68'	N 54°17'07" W	31.03'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 03°10'50"E	25.00'
L2	N 25°51'38"E	76.00'
L3	S 03°58'44"W	92.49'
L4	N 26°15'32"W	68.32'
L5	S 26°15'32"E	68.32'
L6	S 73°30'33"E	13.62'
L7	S 41°49'10"W	14.14'
L8	S 48°10'50"E	14.14'
L9	N 18°44'28"E	14.14'
L10	S 48°10'50"E	14.14'
L11	S 41°49'10"W	14.14'
L12	N 41°49'10"E	14.14'
L13	N 48°10'50"W	14.14'
L14	S 48°10'50"E	14.14'
L15	N 41°49'10"E	14.14'
L16	S 32°54'59"E	10.89'
L17	N 24°56'08"W	14.14'
L18	N 65°03'52"E	14.14'
L19	S 19°08'22"E	14.14'
L20	S 70°51'38"W	14.14'
L21	N 19°08'22"W	14.14'
L22	S 70°51'18"W	14.14'
L23	N 19°08'42"W	14.14'
L24	S 66°59'04"W	25.85'
L26	S 09°24'26"E	22.54'
L27	S 89°30'11"E	14.70'
L29	N 71°15'32"W	51.72'
L31	N 76°39'14"W	15.59'
L34	S 19°09'44"W	14.04'
L35	N 71°15'32"W	14.14'
L40	N 03°58'44"E	40.42'
L42	N 38°58'22"E	7.30'
L43	S 84°59'40"E	14.14'
L44	S 89°44'09"W	21.03'
L45	N 64°08'22"W	28.13'
L46	S 56°34'58"W	7.37'
L47	N 25°51'38"E	53.53'
L48	S 25°51'38"W	78.08'

KEY MAP
N.T.S.



LEGEND

P.R.K.C.T.	PLAT RECORDS, KAUFMAN COUNTY, TEXAS
O.P.R.K.C.T.	OFFICIAL PUBLIC RECORDS, KAUFMAN COUNTY, TEXAS
INST. NO.	INSTRUMENT NUMBER
VOL., PG.	VOLUME, PAGE
SQ. FT.	SQUARE FEET
R.O.W.	RIGHT-OF-WAY
P.A.E.	PEDESTRIAN ACCESS EASEMENT
P.P.A.U.D.	PUBLIC PARKING, ACCESS, UTILITY AND DRAINAGE EASEMENT
⊗	5/8" IRON ROD WITH CAP STAMPED "GORRONDONA & ASSOCIATES, INC. FORT WORTH, TEXAS"
●	IRON ROD FOUND
<CM>	CONTROLLING MONUMENT
– – – – –	SURVEY/ABSTRACT LINE

THE TRAFFIC IMPACT ANALYSIS MAY NEED TO BE UPDATED, AS DETERMINED BY THE CITY, AT THE TIME OF SITE PLANNING FOR THE COMMERCIAL LOTS.

NOTICE: SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCE AND STATE LAW, AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.

EXISTING ZONING: PD-22

SINGLE FAMILY GROSS DENSITY: 3.89

PRELIMINARY PLAT

FIVE POINTS ADDITION

BEING 99.520 ACRES

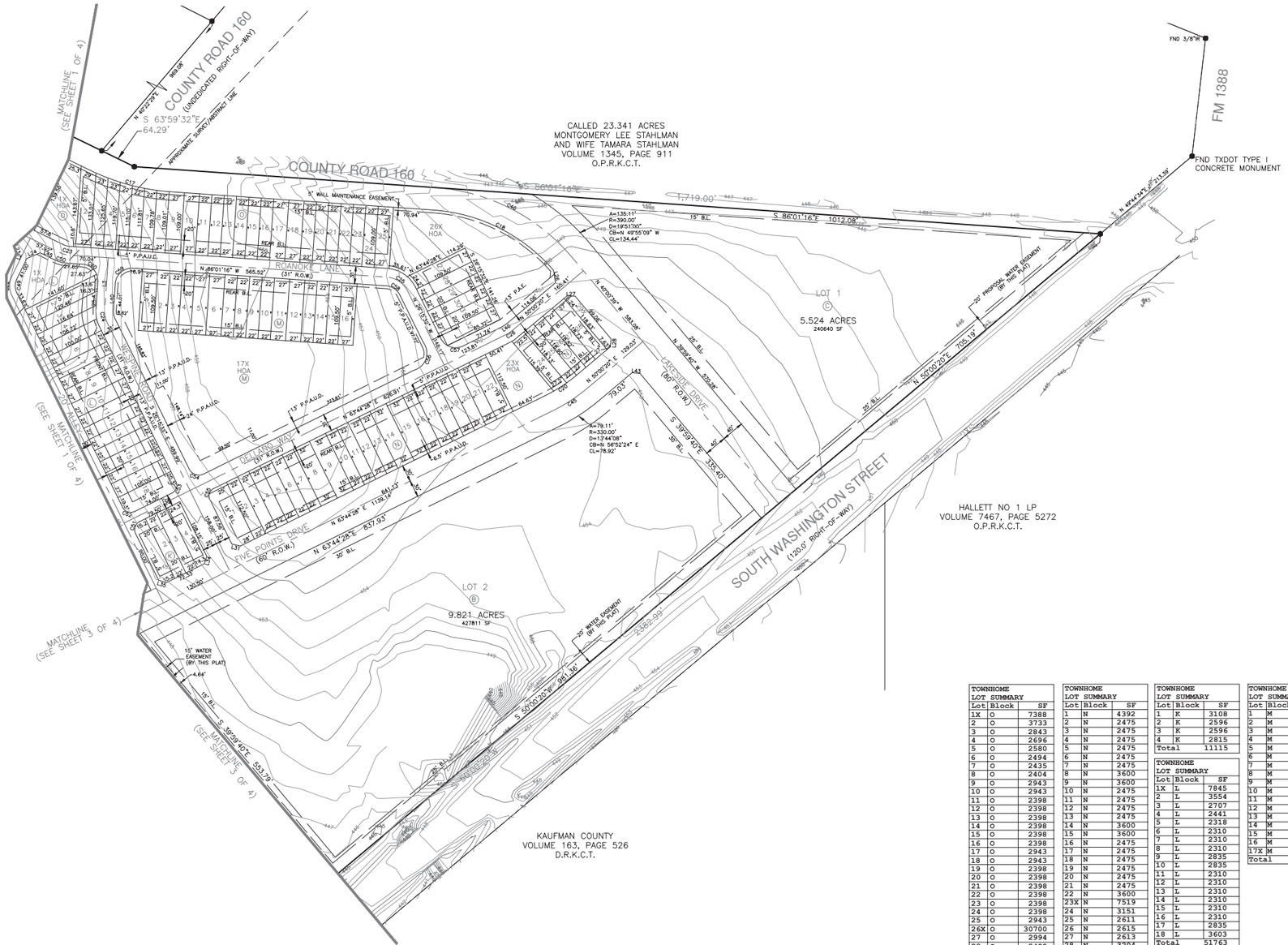
SITUATED IN THE
T. JEFFERSON SURVEY, ABSTRACT NO. 255
D. FALCON SURVEY, ABSTRACT NO. 151
CITY OF KAUFMAN, KAUFMAN COUNTY, TEXAS

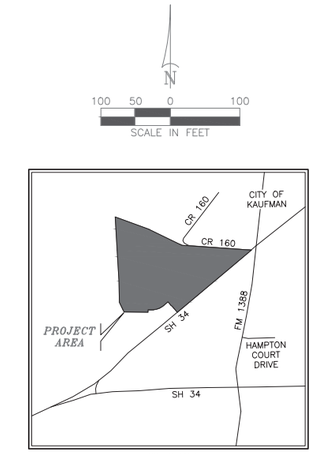
134 SINGLE-FAMILY RESIDENTIAL LOTS
93 TOWNHOME RESIDENTIAL LOTS
3 MULTI-FAMILY RESIDENTIAL LOTS
2 COMMERCIAL LOTS
14 OPEN SPACE LOTS
SEPTEMBER 21, 2022

DEVELOPER
COPE EQUITIES, LLC
900 W. BETHANY DRIVE, SUITE 230
ALLEN, TEXAS 75013
PHONE (972) 908-2673
CONTACT: ERIC BOWMAN
ericbowman@copedfw.com

ENGINEER
MANHARD TEXAS, LLC
12225 GREENVILLE AVENUE, SUITE 100
DALLAS, TEXAS 75243
PHONE (972)972-4207
CONTACT: REECE BIERHALTER, PE
rbierhalter@manhard.com

SURVEYOR
GORRONDONA & ASSOCIATES, INC.
1341 W. MOCKINGBIRD LANE, SUITE 620W
DALLAS, TEXAS 75247
PHONE (214) 712-0600
CONTACT: ELLIOTT BUSBY, RPLS
ebusby@ga-inc.net
FIRM No. 10106903





VICINITY MAP
NOT TO SCALE

TOWNHOME LOT SUMMARY		
Lot	Block	SF
1X	O	7388
2	O	3733
3	O	2843
4	O	2696
5	O	2580
6	O	2494
7	O	2435
8	O	2404
9	O	2943
10	O	2943
11	O	2398
12	O	2398
13	O	2398
14	O	2398
15	O	2398
16	O	2398
17	O	2943
18	O	2943
19	O	2398
20	O	2398
21	O	2398
22	O	2398
23	O	2398
24	O	2398
25	O	2943
26X	O	30700
27	O	2994
28	O	2409
29	O	2409
30	O	2409
31	O	2409
32	O	2598
Total		116475

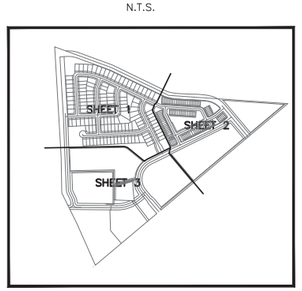
TOWNHOME LOT SUMMARY		
Lot	Block	SF
1	N	4392
2	N	2475
3	N	2475
4	N	2475
5	N	2475
6	N	2475
7	N	2475
8	N	3600
9	N	3600
10	N	2475
11	N	2475
12	N	2475
13	N	2475
14	N	3600
15	N	3600
16	N	2475
17	N	2475
18	N	2475
19	N	2475
20	N	2475
21	N	2475
22	N	3600
23X	N	7519
24	N	3151
25	N	2611
26	N	2615
27	N	2613
28	N	3204
29X	N	1975
Total		85679

TOWNHOME LOT SUMMARY		
Lot	Block	SF
1	K	3108
2	K	2596
3	K	2596
4	K	2815
Total		11115

TOWNHOME LOT SUMMARY		
Lot	Block	SF
1X	L	7845
2	L	3554
3	L	2707
4	L	2441
5	L	2318
6	L	2310
7	L	2310
8	L	2310
9	L	2835
10	L	2835
11	L	2310
12	L	2310
13	L	2310
14	L	2310
15	L	2310
16	L	2310
17	L	2835
18	L	3603
Total		51763

TOWNHOME LOT SUMMARY		
Lot	Block	SF
1	M	2957
2	M	2409
3	M	2409
4	M	2409
5	M	2956
6	M	2957
7	M	2409
8	M	2409
9	M	2409
10	M	2409
11	M	2956
12	M	2956
13	M	2409
14	M	2409
15	M	2409
16	M	2957
17X	M	90222
Total		132051

KEY MAP
N.T.S.



LEGEND

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R.O.W.	RIGHT-OF-WAY
P.A.E.	PEDESTRIAN ACCESS EASEMENT
P.P.A.U.D.	PUBLIC PARKING, ACCESS, UTILITY AND DRAINAGE EASEMENT
⊗	5/8" IRON ROD WITH CAP STAMPED "GORRONDONA & ASSOCIATES, INC. FORT WORTH, TEXAS"
●	IRON ROD FOUND
<CM>	CONTROLLING MONUMENT
– – – – –	SURVEY/ABSTRACT LINE

THE TRAFFIC IMPACT ANALYSIS MAY NEED TO BE UPDATED, AS DETERMINED BY THE CITY, AT THE TIME OF SITE PLANNING FOR THE COMMERCIAL LOTS.

NOTICE: SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCE AND STATE LAW, AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.

EXISTING ZONING: PD-22

TOWNHOMES GROSS DENSITY: 8.39

PRELIMINARY PLAT

FIVE POINTS ADDITION

BEING 99.520 ACRES

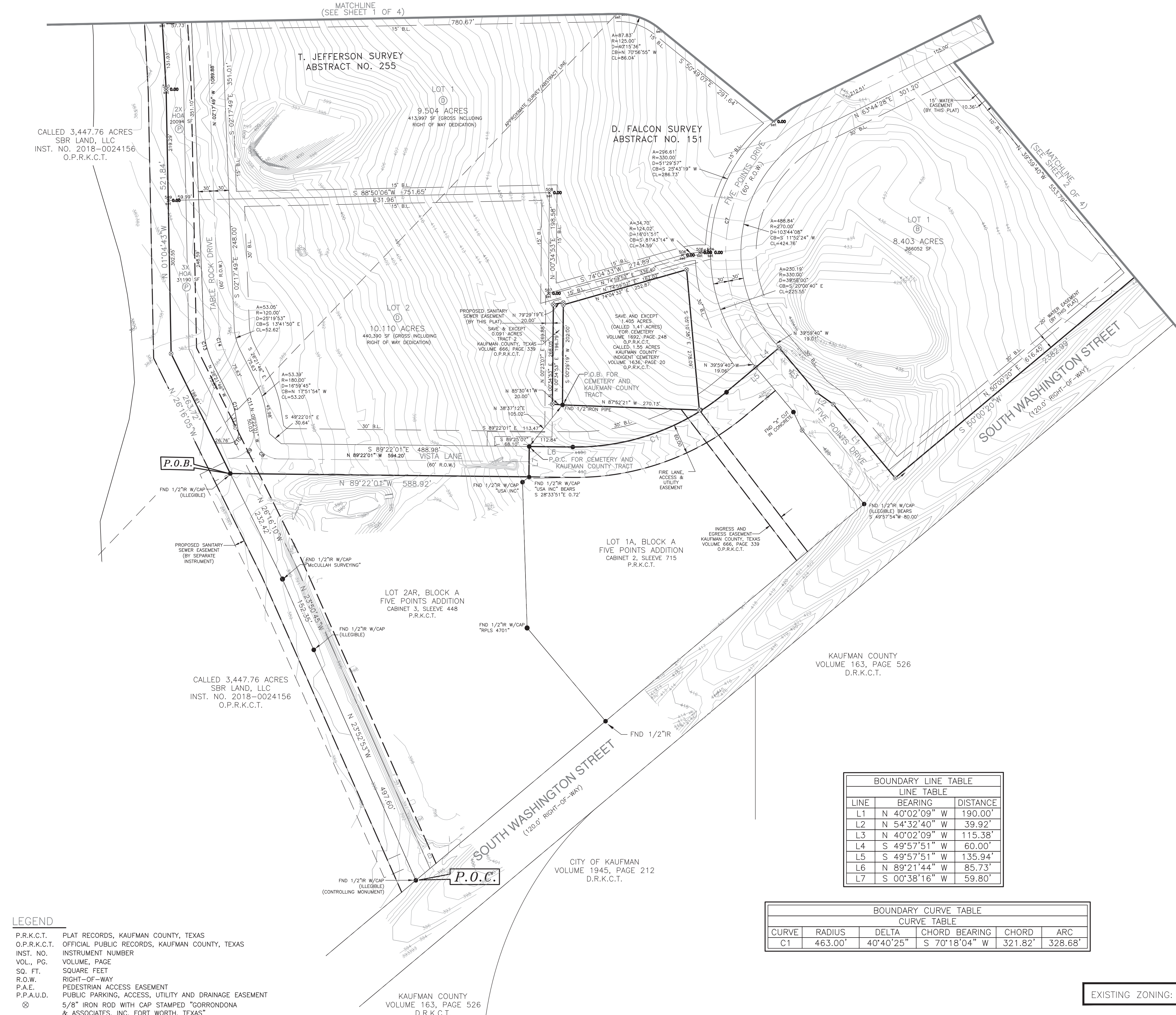
SITUATED IN THE
T. JEFFERSON SURVEY, ABSTRACT NO. 255
D. FALCON SURVEY, ABSTRACT NO. 151
CITY OF KAUFMAN, KAUFMAN COUNTY, TEXAS

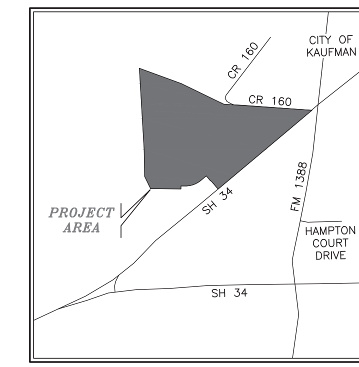
134 SINGLE-FAMILY RESIDENTIAL LOTS
93 TOWNHOME RESIDENTAL LOTS
3 MULTI-FAMILY RESIDENTAL LOTS
2 COMMERCIAL LOTS
14 OPEN SPACE LOTS
SEPTEMBER 21, 2022

DEVELOPER
COPE EQUITIES, LLC
900 W. BETHANY DRIVE, SUITE 230
ALLEN, TEXAS 75013
PHONE (972) 908-2673
CONTACT: ERIC BOWMAN
ericbowman@copedfw.com

ENGINEER
MANHARD TEXAS, LLC
12225 GREENVILLE AVENUE, SUITE 100
DALLAS, TEXAS 75243
PHONE (972)972-4207
CONTACT: REECE BIERHALTER, PE
rbierhalter@manhard.com

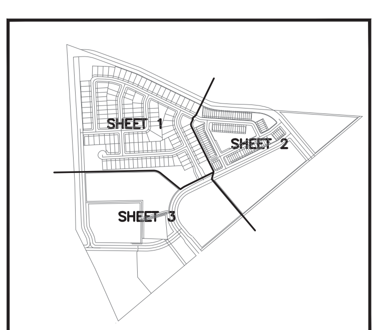
SURVEYOR
GORRONDONA & ASSOCIATES, INC.
1341 W. MOCKINGBIRD LANE, SUITE 620W
DALLAS, TEXAS 75247
PHONE (214) 712-0600
CONTACT: ELLIOTT BUSBY, RPLS
ebusby@ga-inc.net
FIRM No. 10106903





VICINITY MAP
NOT TO SCALE

KEY MAP
N.T.S.



LEGEND

P.R.K.C.T.	PLAT RECORDS, KAUFMAN COUNTY, TEXAS
O.P.R.K.C.T.	OFFICIAL PUBLIC RECORDS, KAUFMAN COUNTY, TEXAS
INST. NO.	INSTRUMENT NUMBER
VOL., PG.	VOLUME, PAGE
SQ. FT.	SQUARE FEET
R.O.W.	RIGHT-OF-WAY
P.A.E.	PEDESTRIAN ACCESS EASEMENT
P.P.A.U.D.	PUBLIC PARKING, ACCESS, UTILITY AND DRAINAGE EASEMENT
⊗	5/8" IRON ROD WITH CAP STAMPED "GORRONDONA & ASSOCIATES, INC. FORT WORTH, TEXAS"
●	IRON ROD FOUND
<CM>	CONTROLLING MONUMENT
— — — — —	SURVEY/ABSTRACT LINE

THE TRAFFIC IMPACT ANALYSIS MAY NEED TO BE UPDATED, AS DETERMINED BY THE CITY, AT THE TIME OF SITE PLANNING FOR THE COMMERCIAL LOTS.

NOTICE: SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCE AND STATE LAW, AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.

BOUNDARY LINE TABLE

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 40°02'09" W	190.00'
L2	N 54°32'40" W	39.92'
L3	N 40°02'09" W	115.38'
L4	S 49°57'51" W	60.00'
L5	S 49°57'51" W	135.94'
L6	N 89°21'44" W	85.73'
L7	S 00°38'16" W	59.80'

BOUNDARY CURVE TABLE

CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	ARC
C1	463.00'	40°40'25"	S 70°18'04" W	321.82'	328.68'

EXISTING ZONING: PD-22

PRELIMINARY PLAT

FIVE POINTS ADDITION

BEING 99.520 ACRES

SITUATED IN THE
T. JEFFERSON SURVEY, ABSTRACT NO. 255
D. FALCON SURVEY, ABSTRACT NO. 151
CITY OF KAUFMAN, KAUFMAN COUNTY, TEXAS

134 SINGLE-FAMILY RESIDENTIAL LOTS
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14 OPEN SPACE LOTS
SEPTEMBER 21, 2022

DEVELOPER
COPE EQUITIES, LLC
900 W. BETHANY DRIVE, SUITE 230
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SURVEYOR
GORRONDONA & ASSOCIATES, INC.
1341 W. MOCKINGBIRD LANE, SUITE 620W
DALLAS, TEXAS 75247
PHONE (214) 712-0600
CONTACT: ELLIOTT BUSBY, RPLS
ebusby@ga-inc.net
FIRM No. 10106903

OWNERS CERTIFICATE AND DEDICATION

WHEREAS COPE EQUITIES, LLC BEING THE SOLE OWNER OF A 101.016 ACRE (4,400,249 SQUARE FEET) TRACT OF LAND SITUATED IN THE DIONISION FALCON SURVEY, ABSTRACT NO. 151 AND THE THOMAS JEFFERSON SURVEY, ABSTRACT NO. 255, CITY OF KAUFMAN, KAUFMAN COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 103.92 ACRE TRACT OF LAND, DESCRIBED AS TRACT 6, CONVEYED TO AMERICAN LIBERTY OIL COMPANY, LP AS RECORDED IN INSTRUMENT NO. 2016-0021566 OF THE OFFICIAL PUBLIC RECORDS OF KAUFMAN COUNTY, TEXAS, SAID 101.016 ACRE (4,400,249 SQUARE FEET) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 1/2 INCH IRON ROD WITH CAP (ILLEGIBLE) FOUND FOR THE SOUTHWEST CORNER OF LOT 2AR, BLOCK A OF FIVE POINTS ADDITION, AN ADDITION TO THE CITY OF KAUFMAN, KAUFMAN COUNTY, TEXAS AS RECORDED IN CABINET 3, SLEEVE 448 OF THE PLAT RECORDS OF KAUFMAN COUNTY, TEXAS, SAID 1/2 INCH IRON ROD WITH CAP (ILLEGIBLE) BEING THE SOUTHEAST CORNER OF A CALLED 3,447.76 ACRE TRACT OF LAND CONVEYED TO SBR LAND, LLC AS RECORDED IN INSTRUMENT NO. 2018-0024156 OF SAID OFFICIAL PUBLIC RECORDS OF KAUFMAN COUNTY, TEXAS, SAID 1/2 INCH IRON ROD WITH CAP (ILLEGIBLE) ALSO BEING IN THE NORTHWEST LINE OF SH 34 (A 120.0' RIGHT-OF-WAY); THENCE NORTH 23 DEGREES 52 MINUTES 53 SECONDS WEST, WITH THE SOUTHWEST LINE OF SAID LOT 2AR AND WITH THE NORTHEAST LINE OF SAID CALLED 3,447.76 ACRE TRACT OF LAND, A DISTANCE OF 497.60 FEET TO A 1/2 INCH IRON ROD WITH CAP (ILLEGIBLE) FOUND FOR CORNER; THENCE NORTH 23 DEGREES 50 MINUTES 45 SECONDS WEST, WITH THE SOUTHWEST LINE OF SAID LOT 2AR AND WITH THE NORTHEAST LINE OF SAID CALLED 3,447.76 ACRE TRACT OF LAND, A DISTANCE OF 152.35 FEET TO A 1/2 INCH IRON ROD WITH CAP STAMPED "MCCULLAH SURVEYING" FOUND FOR CORNER; THENCE NORTH 26 DEGREES 16 MINUTES 10 SECONDS WEST, WITH THE SOUTHWEST LINE OF SAID LOT 2AR AND WITH THE NORTHEAST LINE OF SAID CALLED 3,447.76 ACRE TRACT OF LAND, A DISTANCE OF 232.42 FEET TO A 1/2 INCH IRON ROD WITH CAP (ILLEGIBLE) FOUND FOR THE **POINT OF BEGINNING**, SAID 1/2 INCH IRON ROD WITH CAP (ILLEGIBLE) BEING THE NORTHWEST CORNER OF SAID LOT 2AR, SAID 1/2 INCH IRON ROD WITH CAP (ILLEGIBLE) ALSO BEING IN THE SOUTHWEST LINE OF SAID TRACT 6;

THENCE NORTH 26 DEGREES 16 MINUTES 05 SECONDS WEST, WITH A SOUTHWEST LINE OF SAID TRACT 6 AND WITH THE NORTHEAST LINE OF SAID CALLED 3,447.76 ACRE TRACT OF LAND, A DISTANCE OF 283.72 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "GORRONDONA & ASSOCIATES, INC. FORT WORTH, TEXAS" SET FOR CORNER;

THENCE NORTH 01 DEGREES 04 MINUTES 43 SECONDS WEST, WITH THE WEST LINE OF SAID TRACT 6 AND WITH THE EAST LINE OF SAID CALLED 3,447.76 ACRE TRACT OF LAND, A DISTANCE OF 521.84 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "GORRONDONA & ASSOCIATES, INC. FORT WORTH, TEXAS" SET FOR CORNER;

THENCE NORTH 03 DEGREES 20 MINUTES 26 SECONDS WEST, WITH THE WEST LINE OF SAID TRACT 6 AND WITH THE EAST LINE OF SAID CALLED 3,447.76 ACRE TRACT OF LAND, A DISTANCE OF 598.81 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "GORRONDONA & ASSOCIATES, INC. FORT WORTH, TEXAS" SET FOR CORNER;

THENCE NORTH 03 DEGREES 21 MINUTES 44 SECONDS WEST, WITH THE WEST LINE OF SAID TRACT 6 AND WITH THE EAST LINE OF SAID CALLED 3,447.76 ACRE TRACT OF LAND, A DISTANCE OF 986.30 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "GORRONDONA & ASSOCIATES, INC. FORT WORTH, TEXAS" SET FOR THE NORTHWEST CORNER OF SAID TRACT 6 AND A NORTHEAST CORNER OF SAID CALLED 3,447.76 ACRE TRACT OF LAND, SAID 5/8 INCH IRON ROD WITH CAP STAMPED "GORRONDONA & ASSOCIATES, INC. FORT WORTH, TEXAS" BEING IN THE SOUTHWEST LINE OF A CALLED 70.551 ACRE TRACT OF LAND, DESCRIBED AS TRACT NO. I, CONVEYED TO CARA ANNE STAHLMAN AS RECORDED IN INSTRUMENT NO. 2022-0013577 OF SAID OFFICIAL PUBLIC RECORDS OF KAUFMAN COUNTY, TEXAS;

THENCE SOUTH 69 DEGREES 56 MINUTES 08 SECONDS EAST, WITH THE NORTHEAST LINE OF SAID TRACT 6 AND WITH THE SOUTHWEST LINE OF SAID CALLED 70.551 ACRE TRACT OF LAND, A DISTANCE OF 865.43 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "GORRONDONA & ASSOCIATES, INC. FORT WORTH, TEXAS" SET FOR CORNER;

THENCE SOUTH 64 DEGREES 09 MINUTES 02 SECONDS EAST, WITH THE NORTHEAST LINE OF SAID TRACT 6 AND WITH THE SOUTHWEST LINE OF SAID CALLED 70.551 ACRE TRACT OF LAND, A DISTANCE OF 856.36 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE SOUTHEAST CORNER OF SAID CALLED 70.551 ACRE TRACT OF LAND AND THE SOUTHWEST CORNER OF A CALLED 23.341 ACRE TRACT OF LAND CONVEYED TO MONTGOMERY LEE STAHLMAN AND WIFE TAMARA STAHLMAN AS RECORDED IN VOLUME 1345, PAGE 911 OF SAID OFFICIAL PUBLIC RECORDS OF KAUFMAN COUNTY, TEXAS, FROM WHICH A 1/2 INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID CALLED 23.341 ACRE TRACT OF LAND BEARS NORTH 40 DEGREES 22 MINUTES 29 SECONDS EAST, A DISTANCE OF 969.08 FEET, SAID 1/2 INCH IRON ROD BEING THE APPROXIMATE CENTER OF CR 160 (AN UNDEDICATED RIGHT-OF-WAY);

THENCE SOUTH 63 DEGREES 59 MINUTES 32 SECONDS EAST, WITH THE NORTHEAST LINE OF SAID TRACT 6 AND WITH THE SOUTHWEST LINE OF SAID CALLED 23.341 ACRE TRACT OF LAND, A DISTANCE OF 64.29 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

THENCE SOUTH 86 DEGREES 01 MINUTES 16 SECONDS EAST, WITH THE NORTH LINE OF SAID TRACT 6, WITH THE SOUTH LINE OF SAID CALLED 23.341 ACRE TRACT OF LAND AND WITH THE APPROXIMATE CENTER OF SAID COUNTY ROAD 160, A DISTANCE OF 1,719.00 FEET TO A 5/8 INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID TRACT 6 AND THE SOUTHEAST CORNER OF SAID CALLED 23.341 ACRE TRACT OF LAND, SAID 5/8 INCH IRON ROD BEING THE INTERSECTION OF THE APPROXIMATE CENTER OF SAID COUNTY ROAD 160 WITH THE NORTHWEST LINE OF SAID SH 34, FROM WHICH A TXDOT TYPE I CONCRETE MONUMENT FOUND FOR CORNER IN THE EASTERLY LINE OF SAID CALLED 23.341 ACRE TRACT OF LAND BEARS NORTH 49 DEGREES 44 MINUTES 34 SECONDS EAST, A DISTANCE OF 213.39 FEET, SAID TXDOT TYPE I CONCRETE MONUMENT BEING THE INTERSECTION OF THE WEST LINE OF FM 1388 WITH THE NORTHWEST LINE OF SAID SH 34;

THENCE SOUTH 50 DEGREES 00 MINUTES 20 SECONDS WEST, WITH THE SOUTHEAST LINE OF SAID TRACT 6 AND WITH THE NORTHWEST LINE OF SAID SH 34, A DISTANCE OF 2,382.99 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "GORRONDONA & ASSOCIATES, INC. FORT WORTH, TEXAS" SET FOR THE INTERSECTION OF THE NORTHWEST LINE OF SAID SH 34 WITH THE NORTHEAST LINE OF FIVE POINT DRIVE (A VARIABLE WIDTH RIGHT-OF-WAY), FROM WHICH A 1/2 INCH IRON ROD WITH CAP (ILLEGIBLE) FOUND FOR THE EAST CORNER OF LOT 1A, BLOCK A OF FIVE POINTS ADDITION, AN ADDITION TO THE CITY OF KAUFMAN, KAUFMAN COUNTY, TEXAS AS RECORDED IN CABINET 2, SLEEVE 715 OF SAID PLAT RECORDS OF KAUFMAN COUNTY, TEXAS BEARS SOUTH 49 DEGREES 57 MINUTE 54 SECONDS WEST, A DISTANCE OF 80.00 FEET;

THENCE NORTH 40 DEGREES 02 MINUTES 09 SECONDS WEST, WITH THE NORTHEAST LINE OF SAID FIVE POINTS DRIVE, A DISTANCE OF 190.00 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "GORRONDONA & ASSOCIATES, INC. FORT WORTH, TEXAS" SET FOR CORNER;

THENCE NORTH 54 DEGREES 32 MINUTES 40 SECONDS WEST, WITH THE NORTHEAST LINE OF SAID FIVE POINTS DRIVE, A DISTANCE OF 39.92 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "GORRONDONA & ASSOCIATES, INC. FORT WORTH, TEXAS" SET FOR CORNER;

THENCE NORTH 40 DEGREES 02 MINUTES 09 SECONDS WEST, WITH THE NORTHEAST LINE OF SAID FIVE POINTS DRIVE, A DISTANCE OF 115.38 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "GORRONDONA & ASSOCIATES, INC. FORT WORTH, TEXAS" SET FOR THE NORTH CORNER OF SAID FIVE POINTS DRIVE;

THENCE SOUTH 49 DEGREES 57 MINUTES 51 SECONDS WEST, WITH THE NORTHWEST LINE OF SAID FIVE POINTS DRIVE, PASSING AT A DISTANCE OF 60.00 FEET, A CALCULATED POINT FOR THE WEST CORNER OF SAID FIVE POINTS DRIVE AND THE NORTH CORNER OF SAID LOT 1A, IN ALL, A DISTANCE OF 135.94 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 463.00 FEET, A DELTA OF 40 DEGREES 40 MINUTES 25 SECONDS, AND WHOSE CHORD BEARS SOUTH 70 DEGREES 18 MINUTES 04 SECONDS WEST, A CHORD DISTANCE OF 321.82 FEET;

THENCE SOUTHWESTERLY, WITH SAID CURVE TO THE RIGHT AND WITH THE NORTHWEST LINE OF SAID LOT 1A, AN ARC DISTANCE OF 328.68 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER;

THENCE NORTH 89 DEGREES 21 MINUTES 44 SECONDS WEST, WITH THE NORTH LINE OF SAID LOT 1A, A DISTANCE OF 85.73 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE MOST NORTHERLY NORTHWEST CORNER OF SAID LOT 1A;

THENCE SOUTH 00 DEGREES 38 MINUTES 16 SECONDS WEST, WITH A WEST LINE OF SAID LOT 1A, A DISTANCE OF 59.80 FEET TO A CALCULATED POINT FOR THE MOST NORTHERLY NORTHEAST CORNER OF SAID LOT 2AR, FROM WHICH A 1/2 INCH IRON ROD WITH CAP STAMPED "LISA INC" FOUND FOR REFERENCE BEARS SOUTH 28 DEGREES 33 MINUTES 51 SECONDS EAST, A DISTANCE OF 0.72 FEET;

THENCE NORTH 89 DEGREES 22 MINUTES 01 SECONDS WEST, WITH THE NORTH LINE OF SAID LOT 2AR, A DISTANCE OF 588.92 FEET TO THE **POINT OF BEGINNING**, AND CONTAINING 4,400,249 SQUARE FEET OR 101.016 ACRES OF LAND, MORE OR LESS. CONTINUED...

SAVE AND EXCEPT A 1.405 ACRE (61,217 SQUARE FEET) TRACT OF LAND (CALLED 1.41 ACRE TRACT OF LAND FOR CEMETERY) DESCRIBED IN VOLUME 1692, PAGE 248 OF THE OFFICIAL PUBLIC RECORDS OF KAUFMAN COUNTY, TEXAS, AND BEING THE SAME CALLED 1.55 ACRE TRACT OF LAND DESCRIBED IN VOLUME 1636, PAGE 20 OF SAID OFFICIAL PUBLIC RECORDS OF KAUFMAN COUNTY, TEXAS, SAID 1.405 ACRE (61,217 SQUARE FEET) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUND AS FOLLOWS:

COMMENCING AT A 1/2 INCH IRON ROD FOUND FOR THE MOST NORTHERLY NORTHWEST CORNER OF LOT 1A, BLOCK A OF FIVE POINTS ADDITION, AN ADDITION TO THE CITY OF KAUFMAN, KAUFMAN COUNTY, TEXAS AS RECORDED IN CABINET 2, SLEEVE 715 OF SAID PLAT RECORDS OF KAUFMAN COUNTY, TEXAS; THENCE NORTH 38 DEGREES 37 MINUTES 12 SECONDS EAST, A DISTANCE OF 105.02 FEET TO A 1/2 INCH IRON PIPE FOUND FOR THE **POINT OF BEGINNING**, SAID 1/2 INCH IRON PIPE BEING THE SOUTHWEST CORNER OF SAID CEMETERY AND THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO KAUFMAN COUNTY, TEXAS AS RECORDED IN VOLUME 666, PAGE 339 OF SAID OFFICIAL PUBLIC RECORDS OF KAUFMAN COUNTY, TEXAS;

THENCE NORTH 00 DEGREES 29 MINUTES 19 SECONDS EAST, A DISTANCE OF 197.56 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "GORRONDONA & ASSOCIATES, INC. FORT WORTH, TEXAS" SET FOR CORNER;

THENCE NORTH 74 DEGREES 04 MINUTES 33 SECONDS EAST, A DISTANCE OF 252.87 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "GORRONDONA & ASSOCIATES, INC. FORT WORTH, TEXAS" SET FOR CORNER;

THENCE SOUTH 05 DEGREES 10 MINUTES 38 SECONDS EAST, A DISTANCE OF 278.09 FEET TO A POINT FOR CORNER, FROM WHICH A 1/2 INCH IRON PIPE FOUND FOR REFERENCE BEARS SOUTH 85 DEGREES 03 MINUTES 17 SECONDS EAST, A DISTANCE OF 2.07 FEET;

THENCE NORTH 87 DEGREES 52 MINUTES 21 SECONDS WEST, A DISTANCE OF 270.13 FEET TO THE **POINT OF BEGINNING**, AND CONTAINING 61,217 SQUARE FEET OR 1.405 ACRES OF LAND, MORE OR LESS.

ALSO SAVE AND EXCEPT A 0.091 ACRE (3,946 SQUARE FEET) TRACT OF LAND, DESCRIBED AS TRACT 2, CONVEYED TO KAUFMAN COUNTY, TEXAS AS RECORDED IN VOLUME 666, PAGE 339 OF THE OFFICIAL PUBLIC RECORDS OF KAUFMAN COUNTY, TEXAS:

COMMENCING AT A 1/2 INCH IRON ROD FOUND FOR THE MOST NORTHERLY NORTHWEST CORNER OF LOT 1A, BLOCK A OF FIVE POINTS ADDITION, AN ADDITION TO THE CITY OF KAUFMAN, KAUFMAN COUNTY, TEXAS AS RECORDED IN CABINET 2, SLEEVE 715 OF SAID PLAT RECORDS OF KAUFMAN COUNTY, TEXAS; THENCE NORTH 38 DEGREES 37 MINUTES 12 SECONDS EAST, A DISTANCE OF 105.02 FEET TO A 1/2 INCH IRON PIPE FOUND FOR THE **POINT OF BEGINNING**, SAID 1/2 INCH IRON PIPE BEING THE SOUTHWEST CORNER OF SAID CEMETERY AND THE SOUTHEAST CORNER OF SAID 0.091 ACRE TRACT OF LAND;

THENCE NORTH 85 DEGREES 30 MINUTES 41 SECONDS WEST, A DISTANCE OF 20.00 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "GORRONDONA & ASSOCIATES, INC. FORT WORTH, TEXAS" SET FOR CORNER;

THENCE NORTH 00 DEGREES 34 MINUTES 53 SECONDS EAST, A DISTANCE OF 196.79 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "GORRONDONA & ASSOCIATES, INC. FORT WORTH, TEXAS" SET FOR CORNER;

THENCE NORTH 79 DEGREES 29 MINUTES 19 SECONDS EAST, A DISTANCE OF 20.00 FEET TO A 5/8 INCH IRON ROD WITH CAP STAMPED "GORRONDONA & ASSOCIATES, INC. FORT WORTH, TEXAS" SET FOR CORNER;

THENCE SOUTH 00 DEGREES 29 MINUTES 19 SECONDS WEST, A DISTANCE OF 202.00 FEET TO THE **POINT OF BEGINNING**, AND CONTAINING 3,946 SQUARE FEET OR 0.091 ACRES OF LAND, MORE OR LESS.

TOTAL NET ACREAGE = 4,335,086 SQUARE FEET OR 99.520 ACRES OF LAND, MORE OR LESS.

APPROVAL CERTIFICATE

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

_____
CHAIRMAN

_____
DATE

APPROVED BY: CITY COUNCIL
CITY OF KAUFMAN, TEXAS

_____ _____
MAYOR DATE

ATTEST:

_____ _____
CITY SECRETARY DATE

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

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

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

WITNESS MY HAND THIS_____DAY OF_____,2022.

_____
MICHELLE WHEELER
COPE EQUITIES, LLC
MANAGING PARTNER

STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____day of _____,2022.

_____ _____
Notary Signature

NOTES:

1. BEARINGS ARE REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD-83 (2011), NORTH CENTRAL ZONE (4202).
2. A 5/8-INCH IRON ROD WITH RED CAP STAMPED "GORRONDONA AND ASSOCIATES" WILL BE SET AT ALL BOUNDARY CORNERS, LOT CORNERS, POINTS OF CURVATURE, POINTS OF TANGENCY AND ANGLE POINTS IN PUBLIC RIGHT-OF-WAY WHEN POSSIBLE UNLESS OTHERWISE SHOWN OR NOTED IN THE DRAWING, AFTER ALL CONSTRUCTION FOR THIS SUBDIVISION HAS BEEN COMPLETED.
3. BY GRAPHICAL PLOTTING, PART OF THE PARCEL DESCRIBED HEREON LIES WITHIN "ZONE A", A SPECIAL FLOOD HAZARD AREA INUNDATED BY 100-YEAR FLOOD, AS DELINEATED ON THE KAUFMAN COUNTY, TEXAS AND INCORPORATED AREAS, FLOOD INSURANCE RATE MAP, MAP NUMBER 48257C03050, DATED JULY 3, 2012, PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA). THE SURVEYOR UTILIZED THE ABOVE REFERENCED FLOODPLAIN INFORMATION FOR THIS DETERMINATION AND THE SURVEYOR DOES NOT CERTIFY THAT REVISED FLOODPLAIN INFORMATION HAS OR HAS NOT BEEN PUBLISHED BY FEMA OR SOME OTHER SOURCE. ON OCCASION, GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THE ABOVE FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.
4. THIS PLAT DOES NOT ALTER OR REMOVE EXISTING DEED RESTRICTIONS, IF ANY, OR THIS PROPERTY. THE EXISTING ZONING IS PD-22.
5. ALL OPEN SPACE LOTS AND ALL IMPROVEMENTS THEREON, ENTRYWAY FEATURES, MONUMENT SIGNAGE (WITH THE EXCEPTION OF COMMERCIAL BUSINESS SIGNS), PERIMETER SCREENING DEVICES, DRAINAGE FACILITIES AND ASSOCIATED SCREENING SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS' ASSOCIATION.
6. BLOCKING THE FLOW OF WATER IN DRAINAGE EASEMENTS AND FILLING OR OBSTRUCTION OF DRAINAGE FACILITIES OR FLOODWAYS WITH FENCING, STREETS, BUSHES, STRUCTURES, TRASH, DEBRIS, ETC. IS PROHIBITED. MAINTENANCE OF DRAINAGE EASEMENTS AND DRAINAGE FACILITIES WILL BE THE RESPONSIBILITY OF THE INDIVIDUAL LOT OWNERS AND/OR THE HOMEOWNERS ASSOCIATION. THE CITY OF KAUFMAN WILL BE BE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF SAID DRAINAGE EASEMENTS OR FACILITIES OR THE CONTROL OF EROSION. THE CITY OF KAUFMAN WILL NOT BE RESPONSIBLE FOR ANY DAMAGE, PERSONAL INJURY, OR LOSS OF LIFE OR PROPERTY OCCASIONED BY FLOODING OR FLOODING CONDITIONS.
7. THE AREA OR AREAS SHOWN ON THE PLAT AS "VAM" (VISIBILITY, ACCESS AND MAINTENANCE) EASEMENT(S) ARE HEREBY GIVEN AND GRANTED TO THE CITY, ITS SUCCESSORS AND ASSIGNS, AS AN EASEMENT TO PROVIDE VISIBILITY, RIGHT OF ACCESS FOR MAINTENANCE UPON AND ACROSS SAID VAM EASEMENT. THE CITY SHALL HAVE THE RIGHT BUT NOT THE OBLIGATION TO MAINTAIN ANY AND ALL LANDSCAPING WITHIN THE VAM EASEMENT. SHOULD THE CITY EXERCISE THIS MAINTENANCE RIGHT, THEN IT SHALL BE PERMITTED TO REMOVE AND DISPOSE OF ANY AND ALL LANDSCAPING IMPROVEMENTS, INCLUDING WITHOUT LIMITATION, ANY TREES, SHRUBS, FLOWERS, GROUND COVER AND FIXTURES. THE CITY MAY WITHDRAW MAINTENANCE OF THE VAM EASEMENT AT ANY TIME. THE ULTIMATE MAINTENANCE RESPONSIBILITY FOR THE VAM EASEMENT SHALL REST WITH THE OWNERS. NO BUILDING, FENCE, SHRUB, TREE OR OTHER IMPROVEMENTS OR GROWTHS, WHICH IN ANY WAY MAY ENDANGER OR INTERFERE WITH THE VISIBILITY, SHALL BE CONSTRUCTED IN, ON, OVER OR ACROSS THE VAM EASEMENT. THE CITY SHALL ALSO HAVE THE RIGHT BUT NOT THE OBLIGATION TO ADD ANY LANDSCAPE IMPROVEMENTS TO THE VAM EASEMENT, TO ERECT ANY TRAFFIC CONTROL DEVICES OR SIGNS ON THE VAM EASEMENT AND TO REMOVE ANY OBSTRUCTION THEREON. THE CITY, ITS SUCCESSORS, ASSIGNS, OR AGENTS SHALL HAVE THE RIGHT AND PRIVILEGE AT ALL TIMES TO ENTER UPON THE VAM EASEMENT OR ANY PART THEREOF FOR THE PURPOSES AND WITH ALL RIGHTS AND PRIVILEGES SET FORTH HEREIN."

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS

That I, Elliott Pat Busby, do here by certify that I prepared this plat from and actual and accurate survey of the land and that the corner monuments shown hereon were properly placed under my supervision in accordance with the platting rules and regulations of the City of Kaufman, Texas.

Dated this the _____ day of _____, 2022.

PRELIMINARY, DO NOT RECORD FOR ANY REASON, FOR REVIEW PURPOSES ONLY. RELEASED 8/3/2022

_____
Elliott Pat Busby
Texas Registered Professional Land Surveyor
State of Texas No. 5561

STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Elliott Pat Busby, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____day of_____,2022.

_____
Notary Signature

THE TRAFFIC IMPACT ANALYSIS MAY NEED TO BE UPDATED, AS DETERMINED BY THE CITY, AT THE TIME OF SITE PLANNING FOR THE COMMERCIAL LOTS.

NOTICE: SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCE AND STATE LAW, AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.

PRELIMINARY PLAT

FIVE POINTS ADDITION

BEING 99.520 ACRES

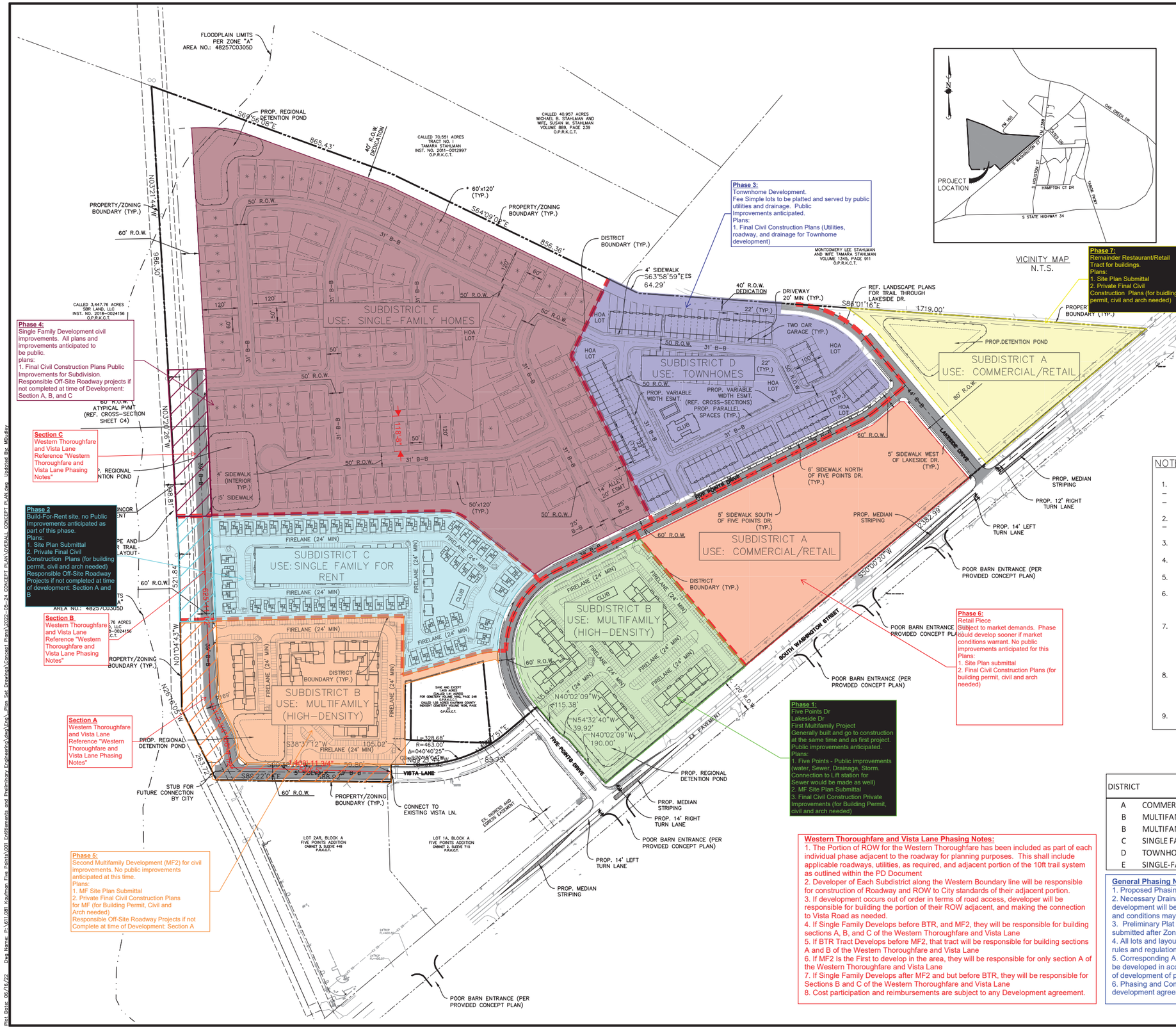
SITUATED IN THE
T. JEFFERSON SURVEY, ABSTRACT NO. 255
D. FALCON SURVEY, ABSTRACT NO. 151
CITY OF KAUFMAN, KAUFMAN COUNTY, TEXAS

134 SINGLE-FAMILY RESIDENTIAL LOTS
93 TOWNHOME RESIDENTAL LOTS
3 MULTI-FAMILY RESIDENTAL LOTS
2 COMMERCIAL LOTS
14 OPEN SPACE LOTS
SEPTEMBER 21, 2022

DEVELOPER
COPE EQUITIES, LLC
900 W. BETHANY DRIVE, SUITE 230
ALLEN, TEXAS 75013
PHONE (972) 908-2673
CONTACT: ERIC BOWMAN
ericbowman@copedfw.com

ENGINEER
MANHARD TEXAS, LLC
12225 GREENVILLE AVENUE, SUITE 100
DALLAS, TEXAS 75243
PHONE (972)972-4207
CONTACT: REECE BIERHALTER, PE
rbierhalter@manhard.com

SURVEYOR
GORRONDONA & ASSOCIATES, INC.
1341 W. MOCKINGBIRD LANE, SUITE 620W
DALLAS, TEXAS 75247
PHONE (214) 712-0600
CONTACT: ELLIOTT BUSBY, RPLS
ebusby@ga-inc.net
FIRM No. 10106903



Phase 3:
Tonwnhome Development.
Fee Simple lots to be platted and served by public utilities and drainage. Public Improvements anticipated.
Plans:
1. Final Civil Construction Plans (Utilities, roadway, and drainage for Townhome development)

Phase 7:
Remainder Restaurant/Retail Tract for buildings.
Plans:
1. Site Plan Submittal
2. Private Final Civil Construction Plans (for buidling permit, civil and arch needed)

Phase 4:
Single Family Development civil improvements. All plans and improvements anticipated to be public.
plans:
1. Final Civil Construction Plans Public Improvements for Subdivision.
Responsible Off-Site Roadway projects if not completed at time of Development: Section A, B, and C

Section C
Western Thoroughfare and Vista Lane Reference "Western Thoroughfare and Vista Lane Phasing Notes"

Phase 2
Build-For-Rent site, no Public Improvements anticipated as part of this phase.
Plans:
1. Site Plan Submittal
2. Private Final Civil Construction Plans (for building permit, civil and arch needed)
Responsible Off-Site Roadway Projects if not completed at time of development: Section A and B

Section B
Western Thoroughfare and Vista Lane Reference "Western Thoroughfare and Vista Lane Phasing Notes"

Section A
Western Thoroughfare and Vista Lane Reference "Western Thoroughfare and Vista Lane Phasing Notes"

Phase 5:
Second Multifamily Development (MF2) for civil improvements. No public improvements anticipated at this time.
Plans:
1. MF Site Plan Submittal
2. Private Final Civil Construction Plans for MF (for Building Permit, Civil and Arch needed)
Responsible Off-Site Roadway Projects if not Complete at time of Development: Section A

Phase 6:
Retail Piece
Subject to market demands. Phase could develop sooner if market conditions warrant. No public improvements anticipated for this Plans:
1. Site Plan submittal
2. Final Civil Construction Plans (for building permit, civil and arch needed)

Phase 1:
Five Points Dr
Lakeside Dr
First Multifamily Project
Generally built and go to construction at the same time and as first project. Public improvements anticipated.
Plans:
1. Five Points - Public improvements (water, Sewer, Drainage, Storm. Connection to Lift station for Sewer would be made as well)
2. MF Site Plan Submittal
3. Final Civil Construction Private Improvements (for Building Permit, civil and arch needed)

LEGEND

- MAJOR PUBLIC THOROUGHFARE
- SUBDISTRICT BOUNDARY
- PROPOSED 60' LOT

NOTES

1. SUBDISTRICT E CONCEPTUAL LOT COUNT
   - 60' SINGLE-FAMILY LOTS: 45
   - 50' SINGLE-FAMILY LOTS: 89
2. SUBDISTRICT D CONCEPTUAL
   - TOWNHOMES: 93
3. TYPICAL SUB-DISTRICT E SINGLE-FAMILY LOT SIZES ARE 50'x120' AND 60'x120'.
4. TYPICAL SUBDISTRICT D TOWNHOME TYPICAL LOT SIZES ARE 22'x100' MINIMUM.
5. REFERENCE LANDSCAPE PLAN FOR TRAIL LAYOUT AND AMENITY PACKAGE
6. LOT COUNTS ARE PRELIMINARY AND SUBJECT TO CHANGE BASED ON APPROVED PRELIMINARY PLAT AND SUBJECT TO ADHERE TO ALL ZONING REGULATIONS SPECIFIED WITHIN THIS PD.
7. CONCEPT PLAN IS SUBLECT TO FINAL APPROVAL OF SITE PLAN FOR ALL MULTIFAMILY AND COMMERCIAL USES, AND PRELIMINARY PLAT FOR ALL RESIDENTIAL ATTACHED AND DETACHED USES. LAYOUT IS SUBJECT TO CHAGES BASED ON STAFF REVIEW OF PROPOSED DESIGNS AT TIME OF PERMITTING.
8. REFERENCE SHEET C4 FOR EXAMPLE CROSS-SECTIONS WITHIN TOWNHOME DEVELOPMENT ILLUSTRATING VARIABLE WIDTH EASEMENT FOR PARALLEL AND ON-STREET PUBLIC PARKING TO PROVIDE FOR ADDITIONAL VISITOR PARKING THROUGHOUT THE COMMUNITY AND ADJACENT TO AMENITY CENTER.
9. REFERENCE PD DOCUMENT FOR ALL REQUIRED SETBACKS AND LANDSCAPE BUFFERS.

DISTRICT	DESCRIPTION	GROSS (AC)	NET w/o ROW (AC)
A	COMMERCIAL/RETAIL	17.06	15.35
B	MULTIFAMILY (HIGH-DENSITY) (EAST)	8.96	8.39
B	MULTIFAMILY (HIGH-DENSITY) (WEST)	9.05	6.81
C	SINGLE FAMILY FOR RENT	10.16	9.22
D	TOWNHOMES	12.57	10.91
E	SINGLE-FAMILY DETACHED	40.40	34.53

Western Thoroughfare and Vista Lane Phasing Notes:
1. The Portion of ROW for the Western Thoroughfare has been included as part of each individual phase adjacent to the roadway for planning purposes. This shall include applicable roadways, utilities, as required, and adjacent portion of the 10ft trail system as outlined within the PD Document
2. Developer of Each Subdistrict along the Western Boundary line will be responsible for construction of Roadway and ROW to City standards of their adjacent portion.
3. If development occurs out of order in terms of road access, developer will be responsible for building the portion of their ROW adjacent, and making the connection to Vista Road as needed.
4. If Single Family Develops before BTR, and MF2, they will be responsible for building sections A, B, and C of the Western Thoroughfare and Vista Lane
5. If BTR Tract Develops before MF2, that tract will be responsible for building sections A and B of the Western Thoroughfare and Vista Lane
6. If MF2 Is the First to develop in the area, they will be responsible for only section A of the Western Thoroughfare and Vista Lane
7. If Single Family Develops after MF2 and but before BTR, they will be responsible for Sections B and C of the Western Thoroughfare and Vista Lane
8. Cost participation and reimbursements are subject to any Development agreement.

General Phasing Notes:
1. Proposed Phasing Subject To Change.
2. Necessary Drainage studies associated with each phase of development will be required. Interim drainage detention ponds and conditions may be required
3. Preliminary Plat for entire Sub-division anticipated to be submitted after Zoning is Approved
4. All lots and layouts subject to City Of Kaufman Sub-division rules and regulations.
5. Corresponding Amenities features within a specified district to be developed in accordance with this phasing plan and at time of development of particular sub-district.
6. Phasing and Construction of public roadways to be contingent upon the proposed development agreement related to this project.

REVISIONS	DATE	DRAWN BY

Manhard CONSULTING
12225 Greenville Avenue, Suite 1000, Dallas, TX 75243 ph:972.972.4250 manhard.com
Civil Engineers | Surveyors | Water Resource Engineers | Water & Waste Water Engineers
Construction Managers | Environmental Scientists | Landscape Architects | Planners
Texas Board of Professional Engineers and Land Surveyors Registration No. F-2192

PD-22 FIVE POINTS

KAUFMAN, KAUFMAN COUNTY, TEXAS

ENGINEERING PD-22 CONCEPT PLAN - OVERALL

FOR INTERIM REVIEW ONLY
THIS DOCUMENT IS NOT ISSUED FOR CONSTRUCTION OR PERMITTING PURPOSES
REECE N. BIERHALTER, P.E.
TEXAS P.E. No. 131981
ISSUED THIS DATE: 6/16/2022

PROJ. MGR.: RNB
PROJ. ASSOC.: KLH
DRAWN BY: KLH
DATE: 6/16/2022

SHEET
C3
611.081000

PENDING

© 2022 MANHARD CONSULTING, LTD. ALL RIGHTS RESERVED

Plot Date: 06/16/22 Dwg Name: G:\611.081 Kaufman Five Points\001 Entitlements and Preliminary Engineering\Civil_Plan Set Drawings\Concept Plans\2022-05-24 CONCEPT PLAN\OVERALL CONCEPT PLAN.dwg Updated By: MDudley

Meeting Date: 10/24/2022	Date: 10/12/2022	Item #: 12.	Dept.: Development Services

PZ Item

SUBJECT:

Consider and take appropriate action on the **Preliminary Plat of Kings Fort Addition, Block A, Lots 5-A, 5-B and 5-C**, being a partial tract of land containing approximately 4.18 acres (Property ID 5404), situated in the D. Falcon Survey, Abstract No. 151, City of Kaufman, Kaufman County, Texas. The property is zoned Planned Development-15 ("PD-15") and is generally located on Kings Fort Parkway, south of Meara Drive. The preliminary plat is for 3 commercial lots. (Case No. PP-05-22)

BACKGROUND:

See the attached October 4, 2022 Planning and Zoning Commission Report and attachments.

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

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

Recommendation: On October 4, 2022, the Planning and Zoning Commission recommended approval, by a vote of 6-0, of the Preliminary Plat of Kings Fort Addition, Block A, Lots 5-A, 5-B, and 5-C with the following conditions:

1. **The plat review comments noted in a memo from Andrew Bogda dated September 28, 2022 are addressed before the preliminary plat goes to City Council.**
2. **The plat review comments noted in a memo from the City Engineer dated September 29, 2022 are addressed to the City Engineer's satisfaction before the preliminary plat goes to City Council.**

The applicant has made revisions to the plans and staff has confirmed that all comments have been addressed with the exception of the consent to develop over the gas pipeline, as shown, which the applicant was still working to achieve. Staff recommends approval of the preliminary plat with the condition that this item is addressed at the time of final site planning and platting.

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

Planning and Zoning Commission Report

Meeting Date: October 4, 2022

SUBJECT: Consider and make a recommendation to City Council on the **Preliminary Plat of Kings Fort Addition, Block A, Lots 5-A, 5-B and 5-C**, being a partial tract of land containing 4.18 acres (Property ID 5404), situated in the D. Falcon Survey, Abstract No. 151, City of Kaufman, Kaufman County, Texas. The property is zoned Planned Development-15 ("PD-15") and is generally located on Kings Fort Parkway, south of Meara Drive. The preliminary plat is for 3 commercial lots. (Case No. PP-05-22)

SUMMARY:

The applicant is requesting to develop three separate lots, **Lots 5-A, 5-B and 5-C, Block A, Kings Fort Addition**, which collectively contain 182,080 square feet or 4.18 acres. Currently, the property is zoned Planned Development 15 –Commercial (PD-15-C).

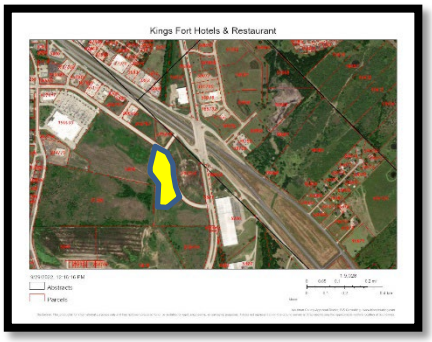
The subject property includes 4.18 acres located on the south side of Kings Fort Parkway, south of Meara Drive. In 2017, the property was zoned Planned Development Commercial (PD-15), as part of the larger tract. PD-15 has minor special regulations to the Kaufman Zoning Ordinance for commercially-zoned property.

The proposed preliminary plat is for the development of three separate lots, which includes two hotels and one restaurant. Each lot meets the minimum width of 100', minimum depth of 100', and minimum square footage (10,000) requirements. Separate driveway access and lot frontage is provided from Kings Fort Parkway for each lot.

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

SURROUNDING ZONING AND EXISITNG LAND USES:

	Zoning	Existing Land Use
North:	**PD-15 (HC)**	**Lone Star Credit Union**
South:	**PD-15 (C)**	**Vacant**
East:	**PD-15 (C)**	**Vacant**
West:	**PD-15 (C)**	**Vacant**



COMPREHENSIVE PLAN:

Land Use Plan:

The 2014 Future Land Use Plan designates the land use of the subject property as Future Commercial Use. The property is zoned Planned Development 15 – Commercial (PD-15-C) for commercial development. The Planned Development 15 – Commercial (PD-15-C) zoning complies with the 2014 Future Land Use Plan.

Thoroughfare Plan:

Kings Fort Parkway is designated as a Type C, Major Collector, which requires a minimum 80 foot right-of-way width and has already been dedicated.

RECOMMENDATION:

Staff recommends approval of the Preliminary Plat of Kings Fort Addition, Block A, Lots 5-A, 5-B and 5-C with the following conditions:

1. The plat review comments noted in a memo from Andrew Bogda dated September 28, 2022 are addressed before the preliminary plat goes to City Council.
2. The plat review comments noted in a memo from the City Engineer dated September 29, 2022 are addressed to the City Engineer's satisfaction before the preliminary plat goes to City Council.

ATTACHMENTS:

1. Location Map
2. Previously Approved Preliminary Plat
3. Preliminary Plat of Kings Fort
4. Preliminary Site Plan for Reference
5. Memo from Andrew Bogda dated September 28, 2022

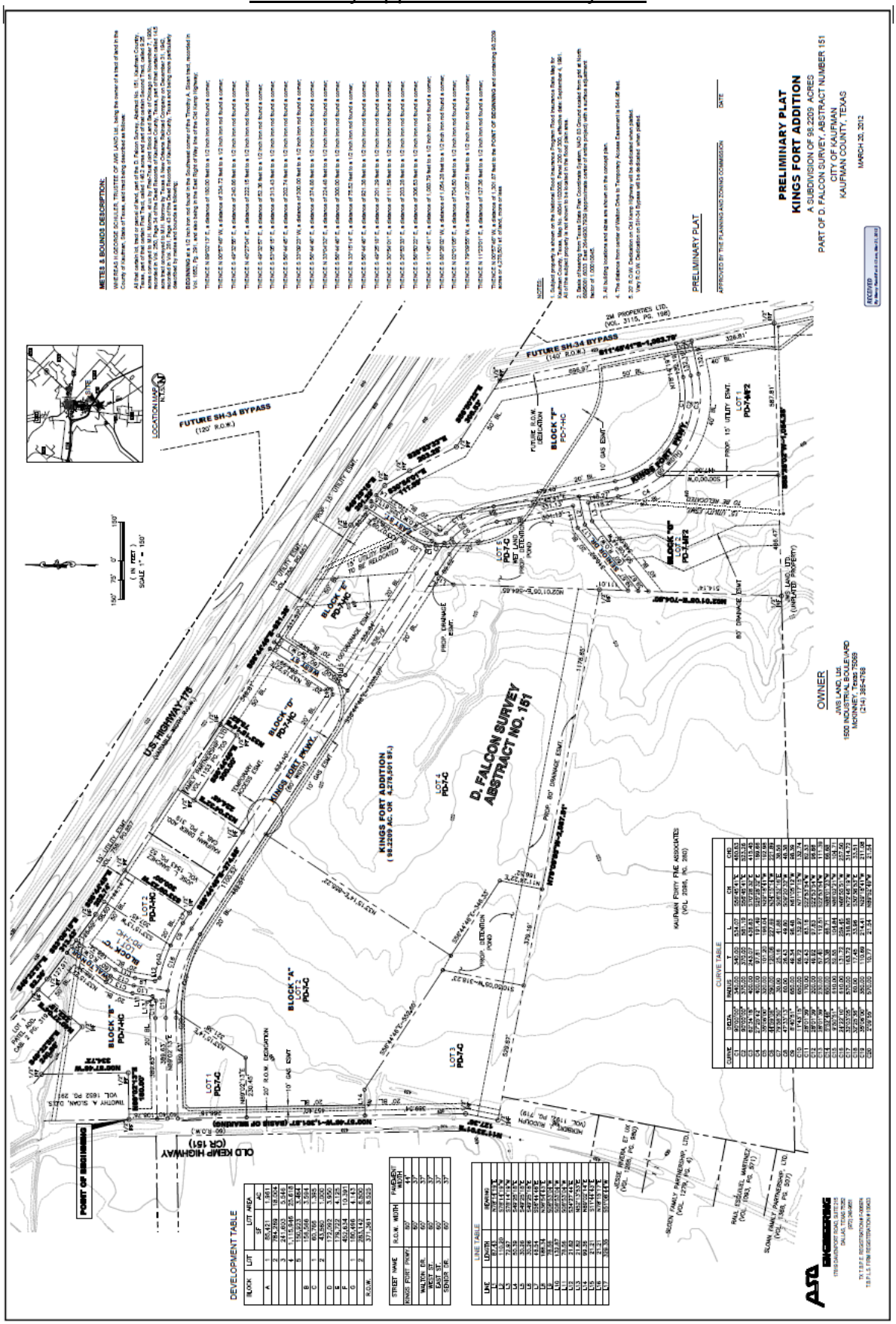
Andrew Bogda, AICP, Director of Development Services
972-932-2216 ext. 117 abogda@kaufmantx.org

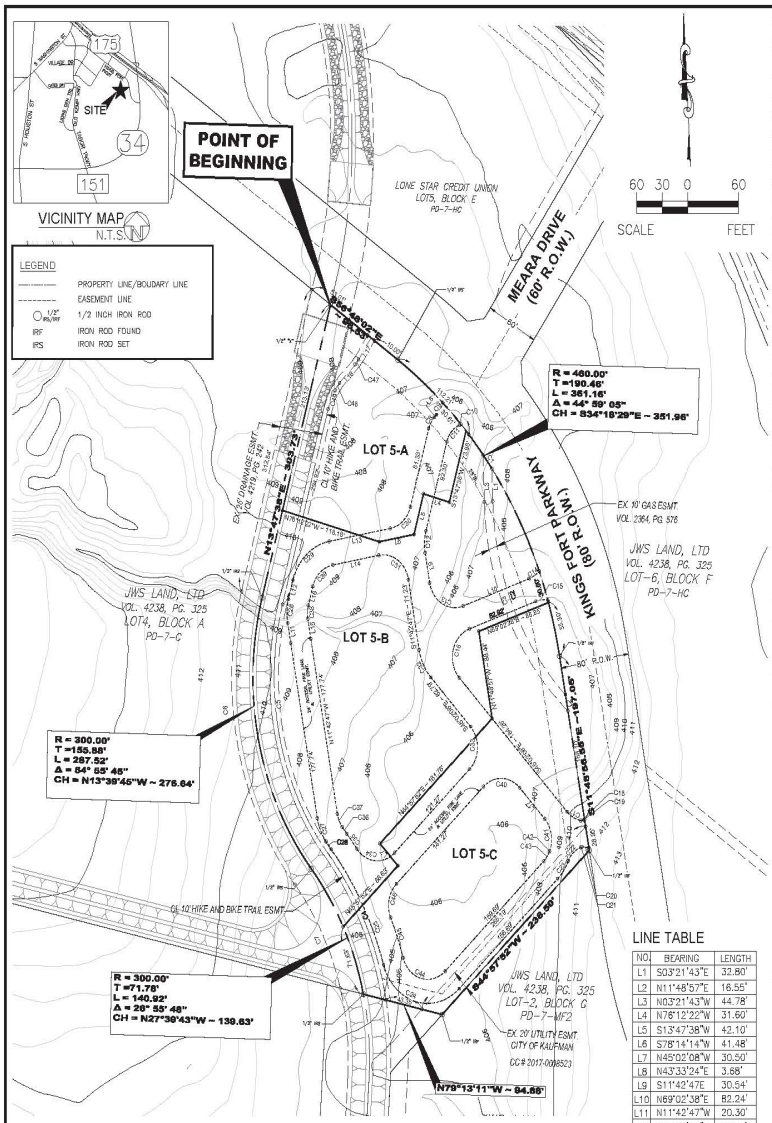
Joy Henderson, Planner I
972-932-2216 ext. 115 jhenderson@kaufmantx.org

Location Map

Kings Fort Hotels & Restaurant

Previously Approved Preliminary Plat





STATE OF TEXAS,
COUNTY OF KAUFMAN

METES & BOUNDS DESCRIPTION for Lot 5, Block A

WHEREAS, JWS Land,Ltd , is the owner of a 4.18 acre tract of land situated in the D. FALCON SURVEY, Abstract No.151, City of Kaufman, Kaufman County, Texas, said tract being more particularly described as follows:

BEING part of a 4.18 of acres tract of land of Lot 5, Block A, of the Kings Fort Kaufman, an Addition to the City of Kaufman, Texas, as recorded in Volume 4238, Page 325 of the official public records of Kaufman County , Texas and also being a tract of land situated in the D. Falcon Survey, Abstract Number 151, in the City of Kaufman, and being more particularly described by metes and bounds as follows:

BEGINNING at an "X" mark found at intersection between 80 feet West Right-of-Way line of Kings Fort Parkway and center line of a 50 feet wide drainage easement;

THENCE S 56°48'02" E along the West Right-of -Way line of Kings Fort Parkway for a distance of 96.53 feet to a 1/2 inch iron rod set for corner, said point also being on a curve tangent to the right;

THENCE continuing along the curve to the right with a chord bearing of S 34°18'29" E and a chord distance of 351.98 feet with a delta of 44° 59' 05", a curve radius of 460 feet, a tangent of 190.46 feet, and a curve length of 361.16 feet to a 1/2 inch iron rod set for corner;

THENCE S 11° 48' 56" E for a distance of 197.05 feet to a 1/2 inch iron rod found for corner;

THENCE S 44° 57' 52" W for a distance of 238.50 feet along South line of existing S.S. easement to a 1/2 inch iron rod found for corner;

THENCE N 79° 13' 11" W for a distance of 94.88 feet to a 1/2 inch iron rod found for corner, also being on the central line of existing channel, said point also being on a curve tangent to the left;

THENCE continuing along the curve to the left on center line of existing channel a chord bearing of N 27° 39' 43" W and a chord distance of 139.63 feet, with a delta of 26° 55' 48", a curve radius of 300 feet, a tangent of 71.78 feet, and a curve length of 140.92 feet to a 1/2 inch iron rod set for corner;

THENCE continuing along the curve to the right on center line of existing channel a chord bearing of N 13° 39' 45" W and a chord distance of 276.64 feet, with a delta of 54° 54' 45", a curve radius of 300 feet a tangent of 155.88 feet and a curve length of 287.52 feet to a 1/2 inch iron rod set for corner;

THENCE N 13° 47' 38" E for a distance of 303.73 feet along center line of existing channel to the **POINT OF BEGINNING** and contains 182,068 SF or 4.18 acres tract of land, more or less.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That JWS LAND Ltd , acting herein by and through his duly authorized officers, does hereby adopt this plat designating the herein above described property as King Fort Addition, LOT 5, BLOCK "A", an addition to the City of Kaufman, Texas, does hereby dedicate, in a fee simple, to the public use forever, the streets, rights-of-way and other public improvements shown thereon. The streets and alleys, if any, are dedicated for street purposes. The Easements and public use areas, as shown, are dedicated, for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed or placed upon, over or across the Easements as shown, except that landscape improvements may be placed in landscape Easements, if approved by the City of Kaufman. In addition, Utility Easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the Public's and City of Kaufman's use thereof. The City of Kaufman and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Kaufman and public utility entities shall at all times have the full right of Ingress and Egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone.

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

WITNESS, my hand, this the _____ day of _____, 2022.

By: _____
Kelly Cannell
President
JWS LAND, Ltd. (Signature)

By: _____
Kelly Cannell
President
JWS LAND, Ltd. (Printed name)

STATE OF TEXAS

COUNTY OF KAUFMAN

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Kelly Cannell, Registered Public Land Surveyor, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given upon my hand and seal of office, this _____day of _____, 2022.

_____
Notary Public in and for the State of Texas

_____
My Commission Expire on

KNOW ALL MEN BY THESE PRESENTS:

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

_____
Pansak Sribhen
Registered Professional Land Surveyor No. 3576

STATE OF TEXAS

COUNTY OF KAUFMAN

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Pansak Sribhen, Registered Public Land Surveyor, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given upon my hand and seal of office, this _____day of _____, 2022.

_____
Notary Public in and for the State of Texas

_____
My Commission Expire on

APPROVED BY: Planning and Zoning Commission
City of Kaufman

BY: _____ _____
Chairman Date

APPROVED BY: City Council
City of Kaufman

BY: _____ _____
Mayor Date

ATTEST: _____ _____
City Secretary Date

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	TANGENT	CHORD BEARING	CHORD
C1	02°09'56"	460.00'	17.39'	8.70'	S36°28'20"E	17.39'
C2	44°15'54"	280.00'	216.32'	113.88'	S25°29'32"E	210.98'
C3	46°55'07"	290.00'	237.48'	125.85'	N26°49'09"W	230.90'
C4	28°57'02"	325.00'	164.22'	83.90'	N26°38'36"W	162.48'
C5	54°54'45"	275.00'	263.56'	142.89'	N13°39'45"W	253.59'
C6	54°54'45"	325.00'	311.48'	168.87'	S13°39'45"E	299.70'
C7	24°27'38"	275.00'	117.40'	59.61'	S26°53'18"E	116.51'
C8	29°45'46"	25.00'	12.99'	6.64'	N28°40'31"E	12.84'
C9	27°08'50"	30.00'	14.21'	7.24'	N29°58'59"E	14.08'
C10	03°47'40"	30.00'	1.99'	0.99'	S88°47'20"W	1.99'
C11	53°05'51"	25.00'	23.17'	12.49'	S40°20'34"W	22.35'
C12	25°30'24"	50.00'	22.56'	11.32'	S01°02'26"W	22.08'
C13	99°14'55"	30.00'	51.96'	35.26'	S61°20'04"E	45.71'
C14	27°02'11"	30.00'	14.16'	7.21'	N55°31'32"E	14.03'
C15	27°01'21"	30.00'	14.15'	7.21'	S82°33'19"W	14.02'
C16	114°04'48"	30.00'	59.73'	46.27'	S12°00'15"W	50.34'
C17	35°32'25"	30.00'	18.61'	9.62'	S62°48'21"E	18.31'
C18	42°28'28"	05.00'	3.71'	1.94'	N78°11'04"E	3.62'
C19	02°07'43"	30.00'	1.12'	0.56'	N55°52'49"E	1.12'
C20	15°37'12"	30.00'	8.18'	4.12'	N86°15'26"W	8.15'
C21	16°24'46"	05.00'	1.43'	0.72'	S77°43'34"W	1.43'
C22	47°34'27"	25.00'	20.76'	11.02'	S45°43'57"W	20.17'
C23	23°01'08"	54.00'	21.70'	11.00'	S33°27'18"W	21.55'
C24	116°46'43"	54.00'	110.06'	87.74'	N76°38'46"W	91.98'
C25	22°51'42"	330.50'	131.87'	66.83'	N29°41'16"W	131.00'
C26	02°05'03"	269.50'	9.80'	4.90'	N40°04'35"W	9.80'
C27	27°19'16"	54.00'	25.75'	13.12'	N25°22'25"W	25.51'
C28	25°28'47"	54.00'	24.01'	12.21'	N01°01'37"E	23.82'
C29	64°28'13"	54.00'	60.76'	34.05'	N46°00'08"E	57.61'
C30	64°26'36"	30.00'	33.74'	18.91'	N46°00'56"E	31.99'
C31	90°02'58"	30.00'	47.15'	30.03'	S56°44'16"E	42.45'
C32	33°19'21"	54.00'	31.41'	16.16'	S28°22'27"E	30.97'
C33	90°00'00"	30.00'	47.12'	30.00'	S00°02'08"E	42.43'
C34	96°56'26"	30.00'	50.76'	33.87'	N86°33'55"W	44.92'
C35	03°01'26"	354.50'	18.71'	9.36'	N39°36'24"W	18.71'
C36	02°05'03"	245.50'	8.93'	4.47'	N40°04'35"W	8.93'
C37	27°19'16"	30.00'	14.31'	7.29'	N25°22'25"W	14.17'
C38	25°28'47"	30.00'	13.34'	6.78'	N01°01'37"E	13.23'
C39	64°28'13"	30.00'	33.76'	18.92'	N46°00'08"E	32.00'
C40	90°00'00"	30.00'	47.12'	30.00'	N89°57'52"E	42.43'
C41	66°50'35"	30.00'	35.00'	19.80'	S11°36'51"E	33.05'
C42	00°05'05"	49.00'	0.07'	0.04'	S21°59'16"W	0.07'
C43	23°01'08"	30.00'	12.05'	6.11'	S33°27'18"W	11.97'
C44	116°46'43"	30.00'	61.15'	48.74'	N76°38'46"W	51.10'
C45	06°56'36"	354.00'	42.96'	21.51'	N21°43'44"W	42.94'
C46	70°09'54"	30.00'	36.74'	21.07'	N09°52'55"E	34.49'

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	TANGENT	CHORD BEARING	CHORD
C47	09°18'00"	35.00'	5.68'	2.85'	S37°50'59"W	5.68'
C48	13°04'42"	35.00'	7.99'	4.01'	S35°57'37"W	7.97'
C49	13°44'23"	90.00'	21.58'	10.84'	S22°33'04"W	21.53'

LINE TABLE

NO.	BEARING	LENGTH
L1	S03°21'43"E	32.80'
L2	N11°48'57"E	16.55'
L3	N03°21'43"W	44.78'
L4	N76°12'22"W	31.60'
L5	S13°47'38"W	42.10'
L6	S78°14'14"W	41.48'
L7	N45°02'08"W	30.50'
L8	N43°33'24"E	3.88'
L9	S11°42'47E	30.54'
L10	N89°02'38"E	82.24'
L11	N11°42'47"W	20.30'
L12	N13°46'01"E	19.84'
L13	N75°14'14"E	73.08'
L14	N78°14'14"E	55.05'
L15	N11°42'47"W	20.30'
L16	N13°46'01"E	19.84'
L17	S33°11'59"W	26.20'
L18	S42°29'59"W	26.41'

SURVEYOR

PANN S. SRIBHEN, P.E.
EMAIL: PANNS@PSAENGR.COM

PSA ENGINEERING
17819 DAVENPORT ROAD, SUITE 215
DALLAS, TEXAS 75252
PANNS@PSAENGR.COM
(972) 241-9651 FAX (972) 241-9691
TX.T.B.P.E. REGISTRATION # F-006974
T.B.P.L.S. FIRM REGISTRATION #100433

DEVELOPER

MYRISH HOSPITALITY LLC
VIMAL M. PATEL
4845 EMPIREWAY
IRVING TEXAS 75038
(318) 655-2583

OWNER

JWS LAND, LTD.
JAMES F .MEARA, JR.
JIM@MEARA.NET
2490 W. WHITE AVE.
MCKINNEY, TEXAS 75071
(214) 808-5958

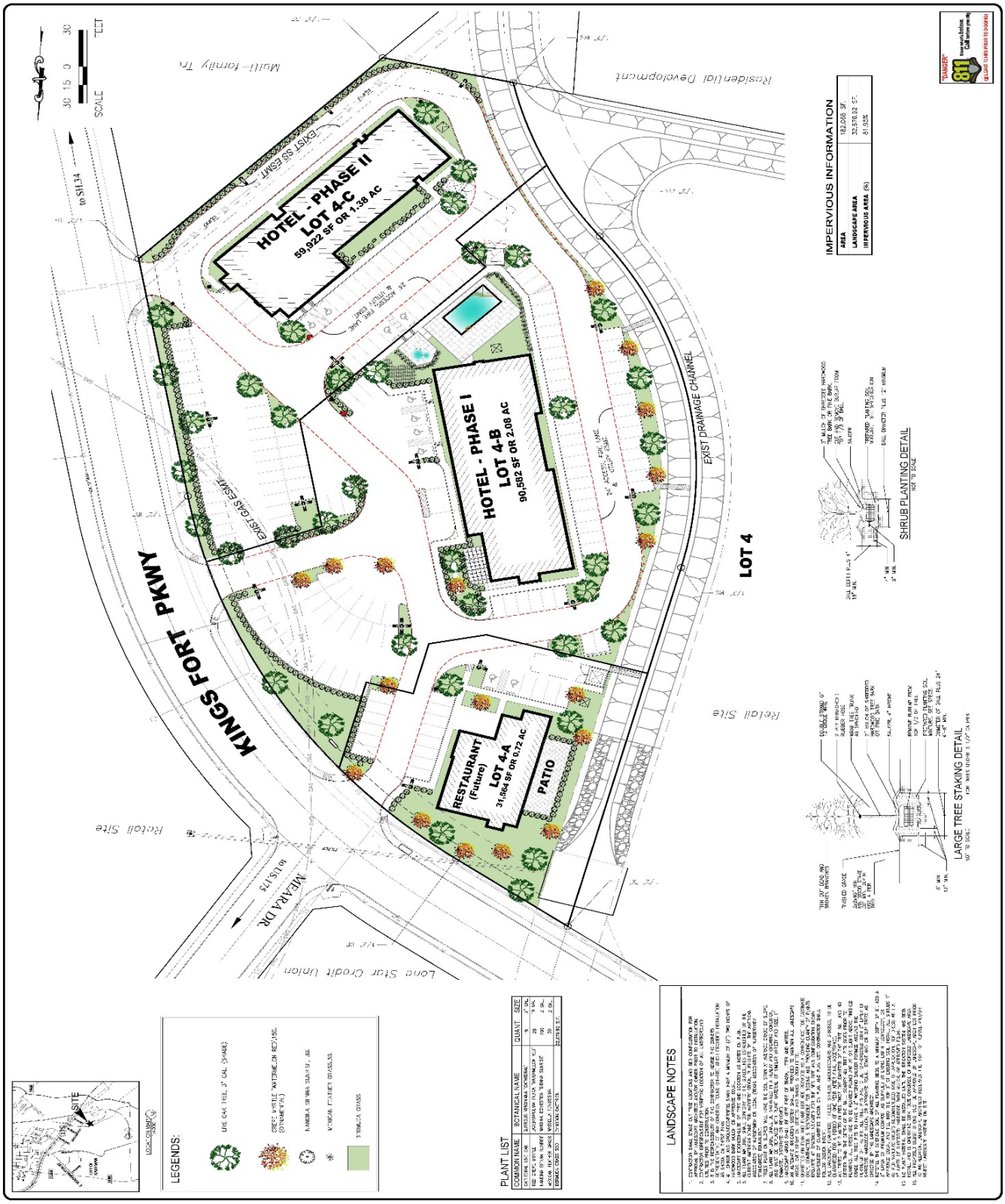
NOTES:

1. Basis of bearing from Texas State Plane Coordinate System, North Central Zone (4202), North American Datum of 1983 (NAD83).
2. According to FEMA Flood Insurance Rate Map No. 48257C0310D, effective date July 3, 2012, the subject property lies within Zone X (unshaded), designated as those areas outside the 0.2% annual chance floodplain.
3. NOTICE: Selling a portion of this addition by metes and bounds is a violation of City ordinance and State law and is subject to fines and withholding of utilities and building permits.
4. This plat does not alter or remove existing deed restrictions, if any, on this property.
5. The fire lane, access, and utility easement is for the use of Lots 5A, 5B, and 5C of Block A of Kings Fort Addition. No improvements shall be made, nor shall any obstructions be allowed to occur, that impede ingress or egress on the fire lane, access, and utility easement.
6. The fire lane, access, and utility easement shall be maintained by the property owners.
7. Fire Lane - That the undersigned does hereby covenant and agree that he (they) shall construct upon the fire lane easements, as dedicated and shown hereon, a hard surface and that he (they) shall maintain the same in a state of good repair at all times and keep the same free and clear of any structures, fences, trees, shrubs, or other improvements or obstructions, including but not limited to the parking of mother vehicles, trailers, boats or other impediments to the access of fire apparatus. The maintenance of paving on the fire lane easements is the responsibility of the owner, and the owner shall post and maintain appropriate signs in conspicuous places along such fire lanes, state "Fire Lane, Not Parking". The police or his duly authorized representative is hereby authorized to cause such fire lanes and utility easements to be maintained free and unobstructed at all times for fire department and emergency use.
8. Access Easements - The undersigned does covenant and agree that the Access Easement may be utilized by any person or the general public for ingress and egress to other real property, and for the purpose of General Public vehicular and pedestrian use and access, and for Fire Department and emergency use in, along upon and across said premises, with the right and privilege at all time of the City of Kaufman, its agents employees, workmen and representatives having ingress, egress in, along upon and across said premises.
9. Drainage Easements - Blocking the flow of water in drainage easements and filling or obstruction of drainage facilities or floodways with fencing, trees, bushes, structures, trash, debris, etc. is prohibited. Maintenance of drainage easements and drainage facilities will be the responsibility of the individual lot owners and/or the Homeowners' Association. The City of Kaufman will not be responsible for the maintenance and operation of said drainage easements or facilities or for the control of erosion. The City of Kaufman will not be responsible for any damage, personal injury, or loss of life or property occasioned by flooding or flooding conditions.

PRELIMINARY PLAT
KINGS FORT ADDITION
LOTS 5A, 5B, and 5C, BLOCK A
4.18 ACRES
SITUATED IN THE
D. FALCON SURVEY, ABSTRACT NO. 151
CITY OF KAUFMAN
KAUFMAN COUNTY, TEXAS
3 LOTS
SEPTEMBER 27, 2022

C-1.0

Preliminary Site Plan (for Reference)



Z:\2022\222401KFH Kings Fort Hotels at Kaufman\CURRENT\SHEET SET\SITE PLAN\01 L 1 LANDSCAPE PLAN.dwg, 9/8/2022 3:39:37 PM, DWG To PDF.pc3

Memo from Andrew Bogda dated September 28, 2022

PP-05-22 – Preliminary Plat – 2nd Review
Kings Fort Addition, Block A, Lots 5A – 5C

September 28, 2022
Jim Meara, The Meara Company
Kelly Cannell, Schuler Development
Pann Sribhen and Net Yupadee, ASA Engineering

All:

Below are the 2nd Submittal review comments for the Preliminary Plat of Kings Fort Addition, Block A, Lots 5A – 5C. **This preliminary plat will be considered by the Planning & Zoning Commission on Tuesday, October 4, 2022 at 6:00pm** in the City Council Room of City Hall and **by the City Council on Monday, October 24, 2022** at the same time and place. ***Please make plans to attend the meetings to respond to any questions or concerns that may come up.***

Staff offers the following review comments regarding the 2nd Submittal of the preliminary plat. Unfortuantely, it is too late to make revisions for the P&Z Commission agenda packet, so the staff recommendation will be conditioned on the following comments being addressed. Please make revisions and **provide the revised plat and comment response letter no later than *Friday, October 7 at 12 Noon***. This will allow staff time to review your revisions and prepare the City Council agenda packet. Any comments that are not adequately addressed may move forward as recommended conditions.

1. Indicate the area of each lot (in acres and square feet).
2. In addition to the full-length width dimensions, provide the edge-to-centerline dimensions for the right-of-way for Kings Fort Parkway and Meara Drive.
3. More clearly indicate the location of the 25' drainage easement and the 10' hike-and-bike trail. The leaders indicate the easements may be ovrerlapping and the 10' hike-and-bike trail easement looks to be only 5' based on how it is shown.
4. Provide documentation that the gas pipeline operator has consented to the parking lot and landscaping over the easement as shown. If consent is not granted, this will significantly impact the development of Lots 5B and 5C.
5. Provide confirmation from City Engineer Philip Varughese or Public Works Director Tim Hopwood that the City will allow the existing sanitary sewer easement along the south side of the property to be developed over. If consent is not granted, this will significantly impact the development of Lot 5C.
6. In the body of the legal description, correct the portion "Being part of a 4.18 acres tract of land of Lot 5, Block A, of the Kings Fort Kaufman, an addition to the City of Kaufman, Texas, as recorded…" to "Being part of a called 242.86 acre tract of land described in deed, as recorded…". The preliminary plat was not recorded and the 242.86 acre tract of land is what is described in the referenced deed as recorded in Volume 4238, Page 325 of the Official Public Records of Kaufman County.
7. Address any comments from City Engineer Philip Varughese.

Please provide a written memo with the comments and how each comment has been addressed and make the necessary revisions no later than Friday, October 7 at 12 Noon. Any comments that are not adequately addressed may move forward as recommended conditions. Provide a digital PDF of the revised preliminary plat, supporting documents, and comment response letter via email to abogda@kaufmantx.org. Contact Andrew Bogda by email or by phone at 972-932-2216 x 117 with any questions regarding these review comments.

Sincerely,
Andrew Bogda, AICP
Planning Manager

Files Needed by October 7 at 12 noon:

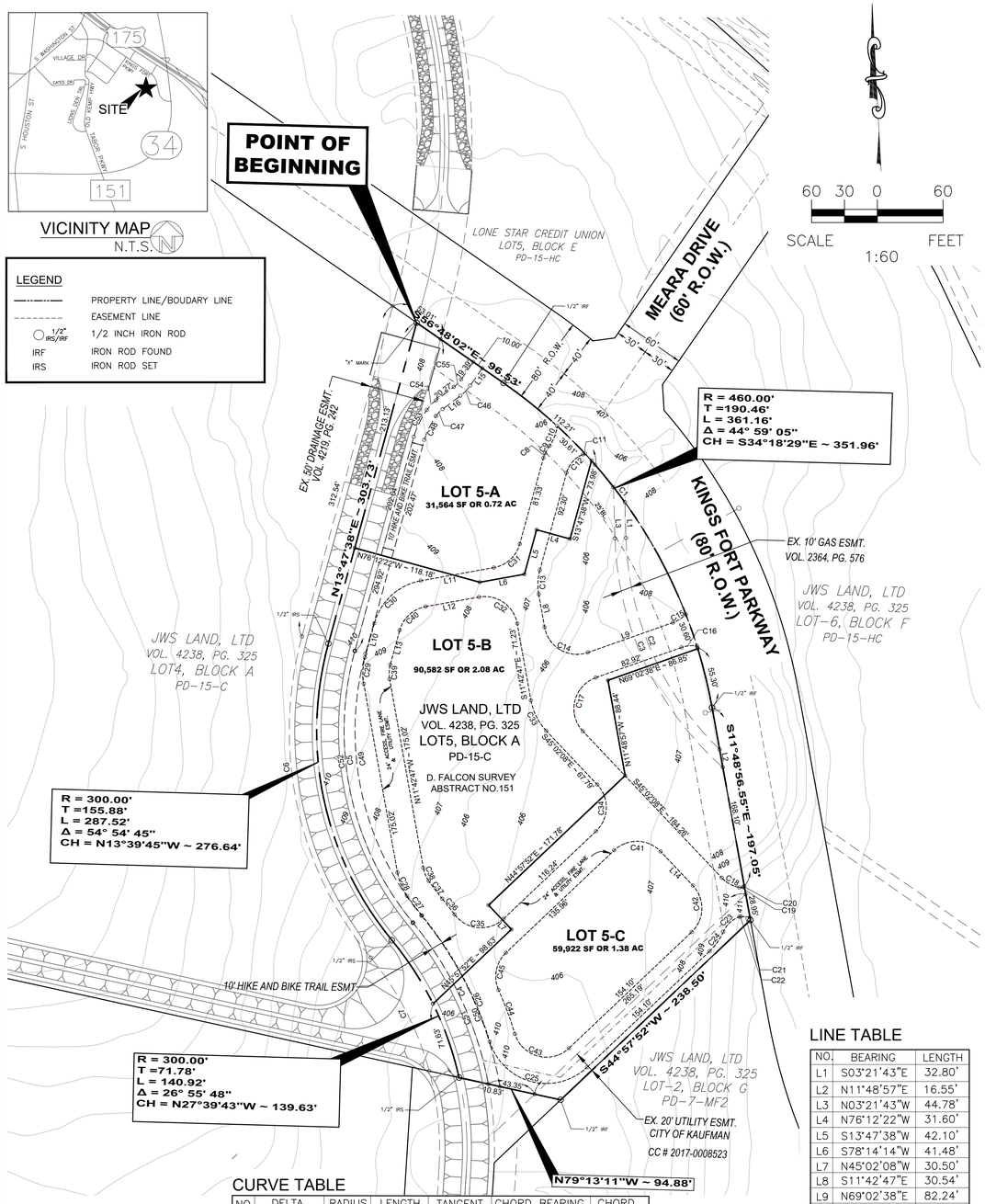
- Revised Preliminary Plat (PDF)
- Revised Utility Plan & Drainage Plan (PDF)
- Response Letter (PDF)
- Any other supporting documents (PDF)

Meeting Dates:

A representative for this case must be present at both meetings.

- Planning & Zoning Commission Meeting: **Tuesday, October 4, 2022, at 209 S. Washington Street - City Council Room - 6:00 pm**
- City Council Meeting: **Monday, October 24, 2022, at 209 S. Washington Street - City Council Room - 6:00 pm.**

The link to the agenda packet will be emailed to you the Friday before the meetings. The applicant or their representative must be physically present at each meeting.



STATE OF TEXAS,
COUNTY OF KAUFMAN

METES & BOUNDS DESCRIPTION for Lot 5, Block A

WHEREAS, JWS Land,Ltd., is the owner of a 4.18 acre tract of land situated in the D. FALCON SURVEY, Abstract No.151, City of Kaufman, Kaufman County, Texas, said tract being more particularly described as follows:

BEING part of a called 242.86 acre tract of land described in deed, as recorded in Volume 4238, Page 325 of the Official Public Records of Kaufman County.

BEGINNING at an "X" mark found at intersection between 80 feet West Right-of-Way line of Kings Fort Parkway and center line of a 50 feet wide drainage easement;

THENCE S 56º48'02" E along the West Right-of -Way line of Kings Fort Parkway for a distance of 96.53 feet to a 1/2 inch iron rod set for corner, said point also being on a curve tangent to the right;

THENCE continuing along the curve to the right with a chord bearing of S 34°18'29" E and a chord distance of 351.96 feet with a delta of 44° 59' 05", a curve radius of 460 feet, a tangent of 190.46 feet, and a curve length of 361.16 feet to a 1/2 inch iron rod found for corner;

THENCE S 11º 48' 56" E for a distance of 197.05 feet to a 1/2 inch iron rod found for corner;

THENCE S 44º 57' 52" W for a distance of 238.50 feet along South line of existing S.S. easement to a 1/2 inch iron rod found for corner;

THENCE N 79º 13' 11" W for a distance of 94.88 feet to a 1/2 inch iron rod set for corner, also being on the central line of existing channel, said point also being on a curve tangent to the left;

THENCE continuing along the curve to the left on center line of existing channel a chord bearing of N 27° 39' 43" W and a chord distance of 139.63 feet, with a delta of 26° 55' 48", a curve radius of 300 feet, a tangent of 71.78 feet, and a curve length of 140.92 feet to a 1/2 inch iron rod set for corner;

THENCE continuing along the curve to the right on center line of existing channel a chord bearing of N 13° 39' 45" W and a chord distance of 276.64 feet, with a delta of 54° 54' 45", a curve radius of 300 feet a tangent of 155.88 feet and a curve length of 287.52 feet to a 1/2 inch iron rod set for corner;

THENCE N 13º 47' 38" E for a distance of 303.73 feet along center line of existing channel to the **POINT OF BEGINNING** and contains 182,068 SF or 4.18 acres tract of land, more or less.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That JWS LAND Ltd., acting herein by through his duly authorized officers, does hereby adopt this plat designating the herein above described property as King Fort Addtion, LOT 5, BLOCK "A", an addition to the City of Kaufman, Texas, does hereby dedicate, in a fee simple, to the public use forever, the streets, rights-of-way and other public improvements shown thereon. The streets and alleys, if any, are dedicated for street purposes. The Easements and public use areas, as shown, are dedicated, for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed or placed upon, over or across the Easements as shown, except that landscape improvements may be placed in landscape Easements, if approved by the City of Kaufman. In addition, Utility Easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the Public's and City of Kaufman's use thereof. The City of Kaufman and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Kaufman and public utility entities shall at all times have the full right of Ingress and Egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone.

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

WITNESS, my hand, this the _____ day of _____, 2022.

By: _____
Kelly Cannell
President
JWS LAND, Ltd. (Signature)

By: _____
Kelly Cannell
President
JWS LAND, Ltd. (Printed name)

STATE OF TEXAS

COUNTY OF KAUFMAN

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Kelly Cannell, Registered Public Land Surveyor, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given upon my hand and seal of office, this _____day of _____, 2022.

_____
Notary Public in and for the State of Texas

_____
My Commission Expire on

KNOW ALL MEN BY THESE PRESENTS:

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

_____
Pansak Sribhen
Registered Professional Land Surveyor No. 3576

STATE OF TEXAS

COUNTY OF KAUFMAN

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Pansak Sribhen, Registered Public Land Surveyor, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given upon my hand and seal of office, this _____day of _____, 2022.

_____
Notary Public in and for the State of Texas

_____
My Commission Expire on

APPROVED BY: Planning and Zoning Commission
City of Kaufman

BY: _____ _____
Chairman Date

APPROVED BY: City Council
City of Kaufman

BY: _____ _____
Mayor Date

ATTEST: _____ _____
City Secretary Date

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	TANGENT	CHORD BEARING	CHORD
C1	02°09'56"	460.00'	17.39'	8.70'	S38°28'20"E	17.39'
C2	44°15'54"	280.00'	216.32'	113.88'	S25°29'32"E	210.98'
C3	46°55'07"	290.00'	237.48'	125.85'	N26°49'09"W	230.90'
C4	28°57'02"	325.00'	164.22'	83.90'	N26°38'36"W	162.48'
C5	54°54'45"	275.00'	263.56'	142.89'	N13°39'45"W	253.59'
C6	54°54'45"	325.00'	311.48'	168.87'	S13°39'45"E	299.70'
C7	24°27'38"	275.00'	117.40'	59.61'	S28°53'18"E	116.51'
C8	10°48'12"	25.00'	4.71'	2.36'	N19°11'45"E	4.71'
C9	08°59'59"	50.00'	7.85'	3.94'	N29°05'51"E	7.85'
C10	28°01'01"	40.00'	19.56'	9.98'	N19°35'20"E	19.37'
C11	03°47'40"	30.00'	1.99'	0.99'	S68°47'20"W	1.99'
C12	53°05'51"	25.00'	23.17'	12.49'	S40°20'34"W	22.35'
C13	25°30'24"	50.00'	22.26'	11.32'	S01°02'26"W	22.08'
C14	99°14'35"	30.00'	51.96'	35.28'	S61°20'04"E	45.71'
C15	27°02'11"	30.00'	14.16'	7.21'	N55°31'32"E	14.03'
C16	27°01'21"	30.00'	14.15'	7.21'	S82°33'19"W	14.02'
C17	114°04'46"	30.00'	59.73'	46.27'	S12°00'15"W	50.34'
C18	35°32'25"	30.00'	18.61'	9.62'	S62°48'21"E	18.31'
C19	42°28'45"	05.00'	3.71'	1.94'	N78°11'03"E	3.62'
C20	02°07'43"	30.00'	1.12'	0.56'	N55°52'49"E	1.12'
C21	15°37'12"	30.00'	8.18'	4.12'	N86°15'26"W	8.15'
C22	16°24'46"	05.00'	1.43'	0.72'	S77°43'34"W	1.43'
C23	47°34'27"	25.00'	20.76'	11.02'	S45°43'57"W	20.17'
C24	23°01'08"	54.00'	21.70'	11.00'	S33°27'18"W	21.55'
C25	116°24'29"	54.00'	109.71'	87.11'	N76°49'53"W	93.09'
C26	22°28'49"	330.50'	131.64'	66.68'	N29°52'03"W	
C27	04°49'08"	266.50'	22.42'	11.21'	N38°42'33"W	22.41'
C28	24°35'11"	54.00'	23.17'	11.77'	N24°00'23"W	23.00'
C29	25°28'47"	54.00'	24.01'	12.21'	N01°01'37"E	23.82'
C30	64°28'13"	54.00'	60.76'	34.05'	N46°00'08"E	57.61'
C31	64°26'36"	30.00'	33.74'	18.91'	N46°00'56"E	31.99'
C32	90°02'58"	30.00'	47.15'	30.03'	S56°44'16"E	42.45'
C33	33°19'21"	54.00'	31.41'	16.16'	S28°22'27"E	30.97'
C34	90°00'00"	30.00'	47.12'	30.00'	S00°02'08"E	42.43'
C35	96°51'04"	30.00'	50.71'	33.82'	N86°36'36"W	44.89'
C36	02°55'24"	359.50'	18.34'	9.17'	N39°38'46"W	18.34'
C37	04°49'08"	242.55'	20.40'	10.21'	N38°42'35"W	20.40'
C38	24°35'11"	30.00'	12.87'	6.54'	N24°00'23"W	12.78'
C39	25°28'47"	30.00'	13.34'	6.78'	N01°01'37"E	13.23'
C40	64°28'13"	30.00'	33.76'	18.92'	N46°00'08"E	32.00'
C41	90°00'00"	30.00'	47.12'	30.00'	N89°57'52"E	42.43'
C42	90°00'00"	30.00'	47.12'	30.00'	S00°02'08"E	42.43'
C43	116°24'29"	30.00'	60.95'	48.39'	N76°49'53"W	51.00'
C44	06°50'18"	359.50'	42.91'	21.48'	N22°02'48"W	42.88'
C45	70°25'49"	30.00'	36.88'	21.18'	N09°44'57"E	34.60'
C46	18°21'24"	40.00'	12.82'	6.46'	S42°22'41"W	12.76'

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	TANGENT	CHORD BEARING	CHORD
C47	18°27'40"	28.00'	9.02'	4.55'	S42°19'32"W	8.98'
C48	17°17'58"	80.00'	26.07'	13.14'	S24°24'35"W	25.97'
C49	54°54'45"	265.00'	253.98'	137.69'	S13°39'45"E	244.37'
C50	29°40'22"	335.00'	173.49'	88.74'	S26°16'56"E	171.56'
C51	28°57'02"	325.00'	164.22'	83.90'	N26°38'36"W	162.48'
C52	54°54'45"	275.00'	263.56'	142.89'	N13°39'45"W	253.59'
C53	17°24'50"	90.00'	27.35'	13.78'	N24°23'17"E	27.25'
C54	18°27'40"	38.00'	12.24'	6.18'	N42°19'32"E	12.19'
C55	18°21'24"	30.00'	9.61'	4.85'	N42°22'41"E	9.57'

LINE TABLE

NO.	BEARING	LENGTH
L1	S03°21'43"E	32.80'
L2	N11°48'57"E	16.55'
L3	N03°21'43"W	44.78'
L4	N76°12'22"W	31.60'
L5	S13°47'38"W	42.10'
L6	S78°14'14"W	41.48'
L7	N45°02'08"W	30.50'
L8	S11°42'47"E	30.54'
L9	N69°02'38"E	82.24'
L10	N13°46'01"E	32.49'
L11	N78°14'14"E	67.56'
L12	N78°14'14"E	49.52'
L13	N13°46'01"E	32.49'
L14	S45°02'08"E	42.77'
L15	S33°11'59"W	19.39'
L16	S51°33'23"W	20.27'

NOTES:

1. Basis of bearing from Texas State Plane Coordinate System, North Central Zone (4202), North American Datum of 1983 (NAD83).
2. According to FEMA Flood Insurance Rate Map No. 48257C0310D, effective date July 3, 2012, the subject property lies within Zone X (unshaded), designated as those areas outside the 0.2% annual chance floodplain.
3. NOTICE: Selling a portion of this addition by metes and bounds is a violation of City ordinance and State law and is subject to fines and withholding of utilities and building permits."
4. This plat does not alter or remove existing deed restrictions, if any, on this property.
5. The fire lane, access, and utility easement is for the use of Lots 5A, 5B, and 5C of Block A of Kings Fort Addition. No improvements shall be made, nor shall any obstructions be allowed to occur, that impede ingress or egress on the fire lane, access, and utility easement.
6. The fire lane, access, and utility easement shall be maintained by the property owners.
7. Fire Lane - That the undersigned does hereby covenant and agree that he (they) shall construct upon the fire lane easements, as dedicated and shown hereon, a hard surface and that he (they) shall maintain the same in a state of good repair at all times and keep the same free and clear of any structures, fences, trees, shrubs, or other improvements or obstructions, including but not limited to the parking of mother vehicles, trailers, boats or other impediments to the access of fire apparatus. The maintenance of paving on the fire lane easements is the responsibility of the owner, and the owner shall post and maintain appropriate signs in conspicuous places along such fire lanes, state "Fire Lane, Not Parking". The police or his duly authorized representative is hereby authorized to cause such fire lanes and utility easements to be maintained free and unobstructed at all times for fire department and emergency use.
8. Access Easements - The undersigned does covenant and agree that the Access Easement may be utilized by any person or the general public for ingress and egress to other real property, and for the purpose of General Public vehicular and pedestrian use and access, and for Fire Department and emergency use in, along upon and across said premises, with the right and privilege at all time of the City of Kaufman, its agents employees, workmen and representatives having ingress, egress in, along upon and across said premises.
9. Drainage Easements - Blocking the flow of water in drainage easements and filling or obstruction of drainage facilities or floodways with fencing, trees, bushes, structures, trash, debris, etc. is prohibited. Maintenance of drainage easements and drainage facilities will be the responsibility of the individual lot owners and/or the Homeowners' Association. The City of Kaufman will not be responsible for the maintenance and operation of said drainage easements or facilities or for the control of erosion. The City of Kaufman will not be responsible for any damage, personal injury, or loss of life or property occasioned by flooding or flooding conditions.
10. All finished floor elevations must be set a minimum of 2-ft above the Fully- Developed WSEL of the adjacent channel.

SURVEYOR

PANN S. SRIBHEN, P.E.
EMAIL: PANNS@PSAENGR.COM

PSA ENGINEERING
17819 DAVENPORT ROAD, SUITE 215
DALLAS, TEXAS 75252
PANNS@PSAENGR.COM
(972) 248-9651 FAX (972) 248-9681
TX T.B.P.E. REGISTRATION # F-006974
T.B.P.L.S. FIRM REGISTRATION # 100433

DEVELOPER

MYRISH HOSPITALITY LLC
VIMAL M. PATEL
4845 EMPIREWAY
IRVING TEXAS 75038
(318) 655-2583

OWNER

JWS LAND, LTD.
JAMES F. MEARA, JR.
JIM@MEARA.NET
2490 W. WHITE AVE.
MCKINNEY, TEXAS 75071
(214) 808-5958

PRELIMINARY PLAT
KINGS FORT ADDITION
LOTS 5A, 5B, and 5C, BLOCK A
4.18 ACRES

SITUATED IN THE
D. FALCON SURVEY, ABSTRACT NO. 151
CITY OF KAUFMAN
KAUFMAN COUNTY, TEXAS
3 LOTS
OCTOBER 07, 2022

C-1.0

Z:\2022\22240.KFH Kings Fort Hotels at Kaufman\CURRENT\SHEET SET\SITE PLAN\01 C-1 PRELIMINARY PLAN.dwg, 10/7/2022 9:49:21 AM, DWG To PDF.pc3

Meeting Date: 10/24/2022	Date: 10/12/2022	Item #: 13.	Dept.: Development Services

PZ Item

SUBJECT:

Consider and take appropriate action on the **Site Plan for two hotels and one restaurant**, situated on approximately 4.18 acres of land out of D. Falcon Survey, Abstract No. 407, City of Kaufman, and being located on the southwest side of Kings Fort Parkway at Meara Drive (Property ID 5404). The property is zoned PD-15-C Planned Development-15-Commercial. (Case No. SP-04-22)

BACKGROUND:

See the attached October 4, 2022 Planning and Zoning Commission Report and attachments.

Author:
Andrew Bogda, Planning Manager

Reviewed:
Mike Slye, City Manager

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

Recommendation: On October 4, 2022, the Planning and Zoning Commission recommended approval, by a vote of 6-0, of the Site Plan for two hotels and one restaurant on 4.18 acres at Kings Fort with the following condition:

1. **The site plan review comments noted in a memo from Andrew Bogda dated September 28, 2022 are addressed before the site plan goes to City Council.**

The applicant has made revisions to the plans and staff has confirmed that all comments have been addressed with the exception of the consent to develop over the gas pipeline, as shown, which the applicant was still working to achieve. Staff recommends approval of the site plan with the condition that this item is addressed at the time of final site planning and platting.

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

Planning and Zoning Commission Report

Meeting Date: October 4, 2022

SUBJECT: Consider and make a recommendation to City Council on the **Site Plan for two hotels and one restaurant**, situated on 4.18 acres out of D. Falcon Survey, Abstract No. 407, City of Kaufman, said property being located on the southwest side of Kings Fort Parkway at Meara Drive (Property ID 5404). The property is zoned PD-15-C Planned Development-15-Commercial. (Case No. SP-04-22)

BACKGROUND/SUMMARY:

The subject property includes 4.18 acres located on the southwest side of Kings Fort Parkway at Meara Drive; a drainage easement is located on the western boundary of the property. The property was zoned PD-15-C Planned Development-15-Commercial in June 2017. The zoning generally allows for commercial uses with some special regulations as noted in the PD. The property consists of a portion of an unplatted tract that was preliminary platted as Lot 5 in 2012.

A site plan and accompanying updated preliminary plat has been prepared to accommodate a three-lot development to include two hotels and a restaurant. Since full details (i.e. architectural elevations, precise building dimensions, number of rooms in the hotel and number of seats in the restaurant, exterior details, etc.) are not yet finalized, more detailed site plans will be required for each lot at the time of final platting.

While each of the hotels and the restaurant will be on separate lots, the development is proposed to have a shared driveway and parking arrangement, with three access points off Kings Fort Parkway. Lot 5A (the northern lot) will include a 4,738 sq. ft. restaurant, Lot 5B (the central lot) will include a 4-story 90,582 sq. ft. hotel, and Lot 5C (the southern lot) will include a 4-story 59,922 sq. ft. hotel. 163 parking spaces are provided, which is 21 parking spaces short of the requirement. The shared parking arrangement will help mitigate the shortfall, but additional off-site parking will be needed to accommodate peak demand, which the owner plans to provide.

The hotels will include covered drop-off areas at the main entrances and a fenced outdoor pool will be provided between the two hotels and will allow for usage by guests of both hotels. The restaurant and the hotel on Lot 5B will also include outdoor patio areas. Masonry trash enclosures will be provided near the rear of each building. A lighting plan has also been provided, which shows the site will not cause light trespass onto surrounding properties.

A pedestrian sidewalk already exists along Kings Fort Parkway and new sidewalk connections will provide pedestrian access to the development, with sidewalks located around each building and ample pedestrian connections through the parking lot. To accommodate the City's recently-approved master hike-and-bike trail system, a 10' trail will be provided along the western boundary of the development adjacent to the drainage channel.

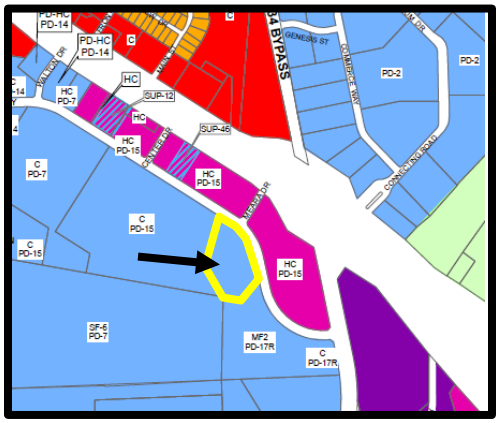
The landscape plan includes a mix of canopy and ornamental trees in the parking areas, abundant shrubs to screen the parking areas from Kings Fort Parkway, shrubs around ground equipment, and foundation plantings around the buildings and the pool area.

The building elevations are not finalized, but conceptual perspectives and elevations have been provided, which show a more traditional brick-stone-and-stucco design for one of the hotels and a more modern glazing system on the other hotel.

Two monument signs will be provided, one near the northernmost access point and one near the southernmost access point. The monument signs will adhere to City regulations and will allow for shared signage amongst the three businesses.

SURROUNDING ZONING AND EXISTING LAND USES:

	Zoning	Existing Land Use
North:	**PD-15-HC**	**Lone Star Credit Union**
South:	**PD-17R-MF2**	**Vacant land**
East:	**PD-15-HC**	**Vacant land**
West:	**PD-15-C**	**Vacant land**



COMPREHENSIVE PLAN:

Land Use Plan:

The 2014 Future Land Use Plan designates the land use of the subject property as Future Commercial Use. The property is zoned Planned Development 15 – Highway Commercial (PD-15-HC) for commercial development. The Planned Development 15 – Highway Commercial (PD-15-HC) zoning complies with the 2014 Future Land Plan.

Thoroughfare Plan:

All the rights of way required for E. Highway 175, Kings Fort Parkway, Center Drive, and Meara Drive have already been dedicated. Center Drive and Meara Drive are not designated thoroughfares. Kings Fort Parkway is designated as a Type C, Major Collector, which requires a minimum 80 foot wide right of way width and has already been dedicated.

RECOMMENDATION:

Staff recommends approval of the Site Plan for the hotels and restaurant at Kings Fort with the following condition:

1. The site plan review comments noted in a memo from Andrew Bogda dated September 28, 2022 are addressed before the site plan goes to City Council.

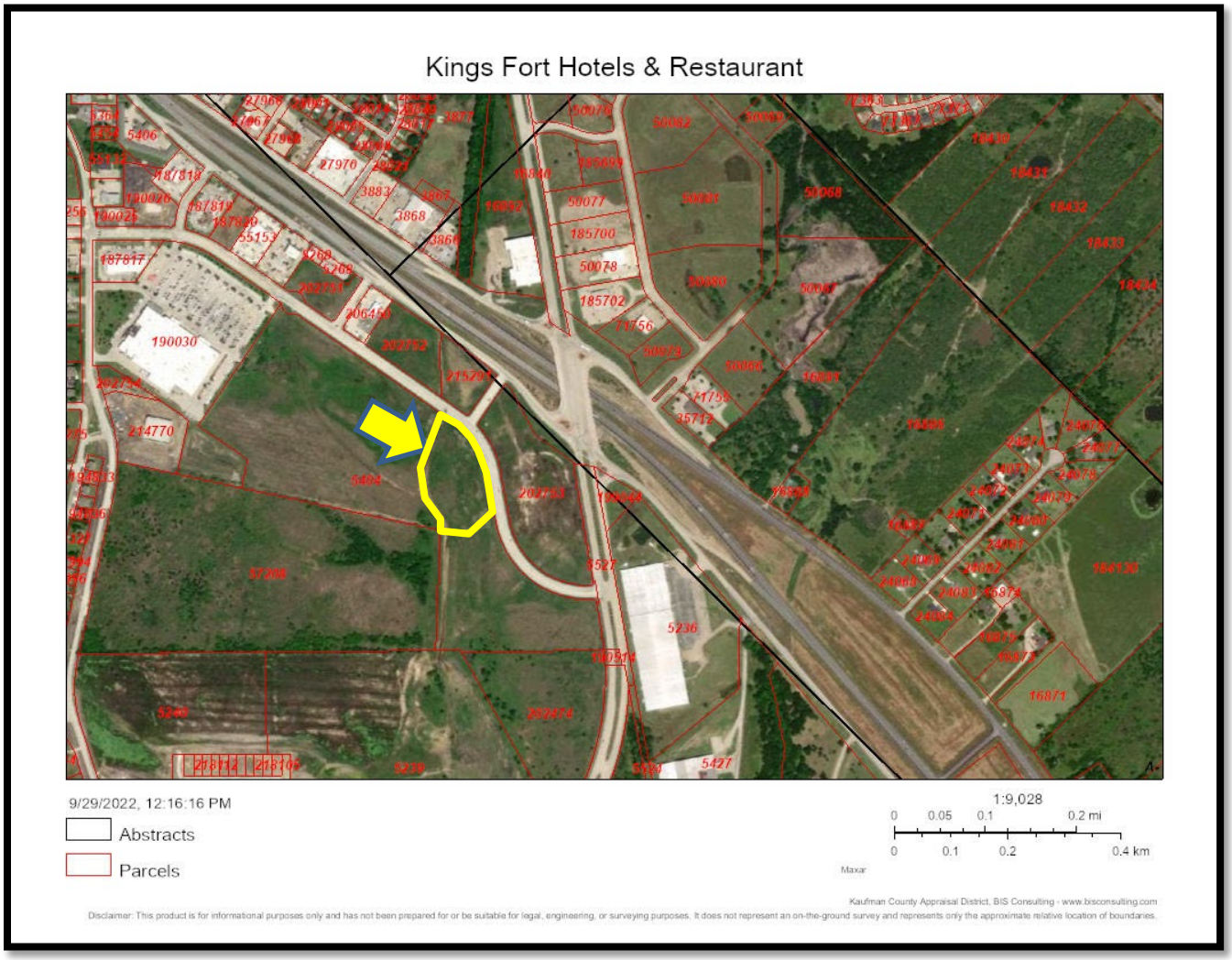
ATTACHMENTS:

1. Location Map
2. Site Plan
3. Phasing Plan

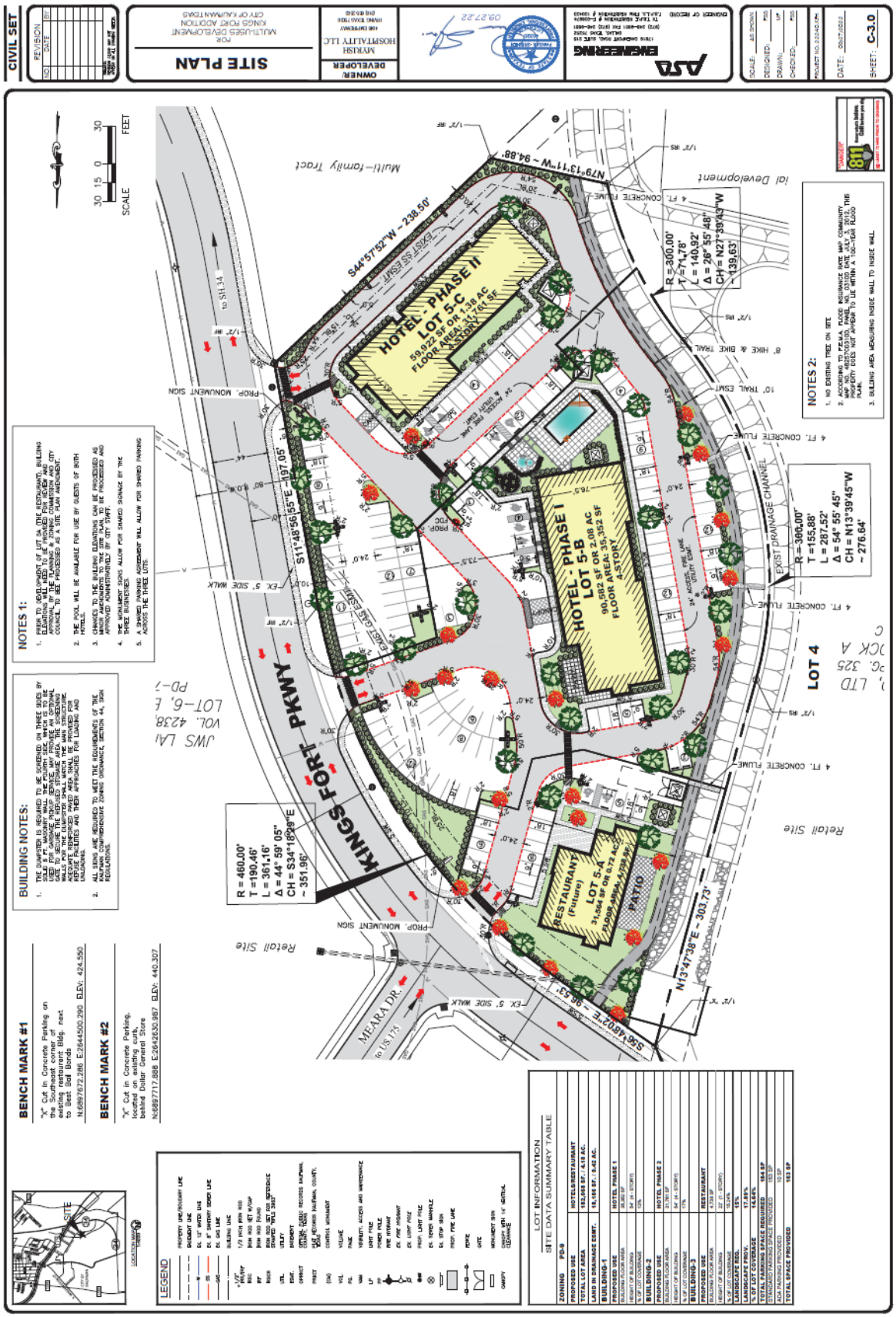
4. Perspectives and Elevations
5. Landscape Plan
6. Lighting Plan
7. Dumpster Details
8. Memo from Andrew Bogda dated September 28, 2022

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

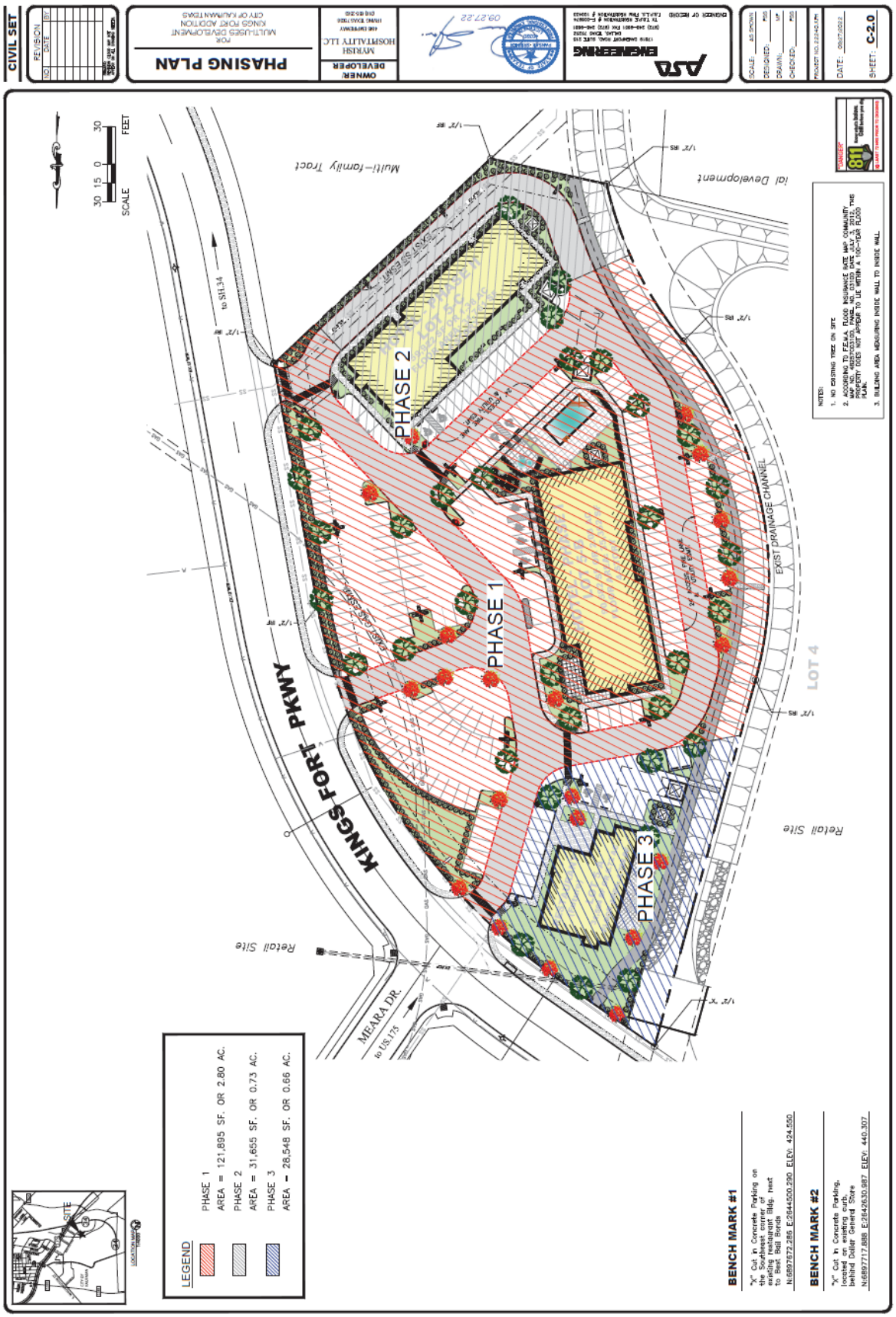
Location Map



Site Plan

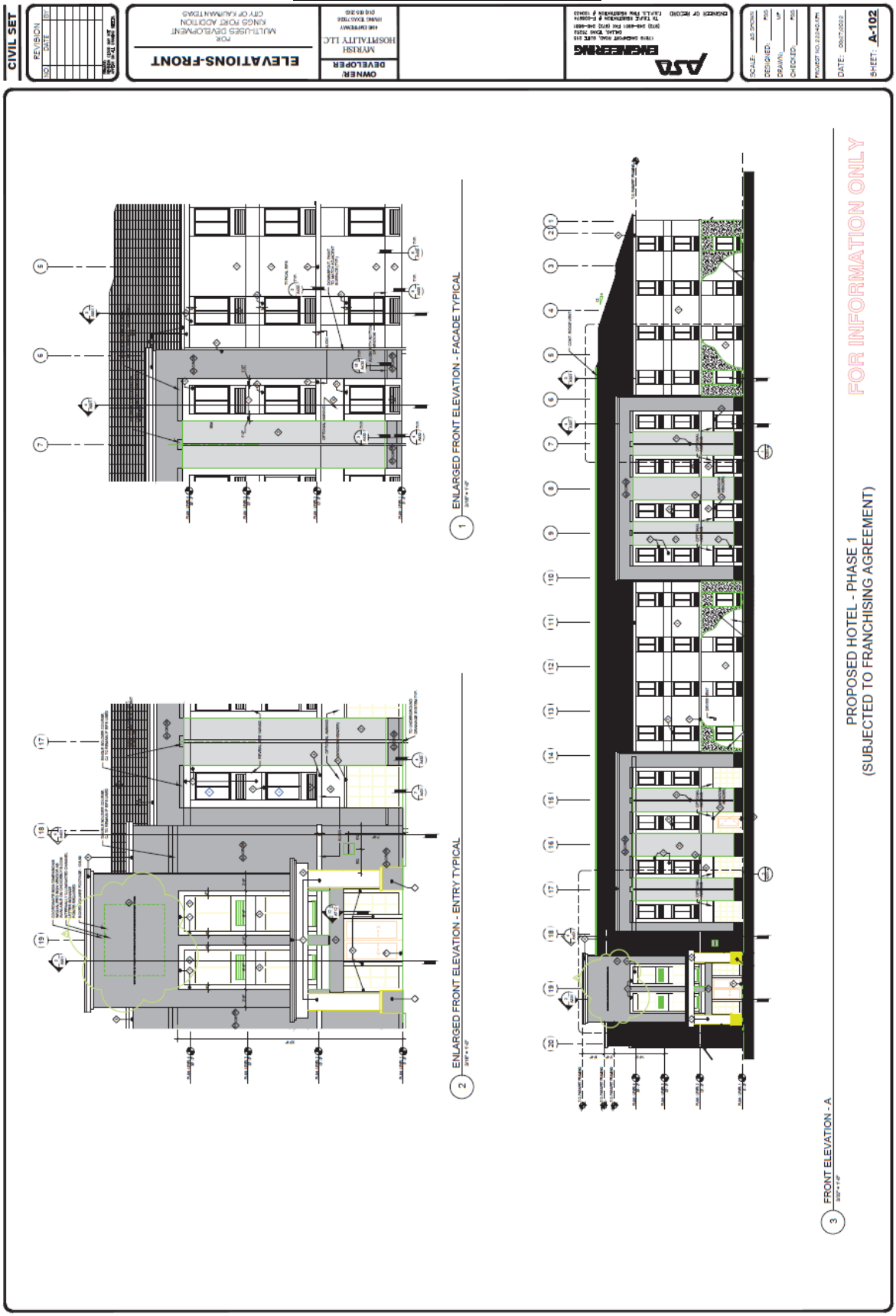

SITE PLAN
FOR
MULTI-USES DEVELOPMENT
KINGS FORT ADDITION
CITY OF KALIMMA TEXAS
OWNER/DEVELOPER
MERRISH HOSPITALITY LLC
APEX ENGINEERING
CIVIL SET
NOTES 1:
1. PRIOR TO REQUEST OF LOT 5A (THE RESTAURANT), BUILDING PLANS WILL BE REVIEWED AND SUBMITTED FOR FINAL PLAN APPROVAL BY THE PLANNING & ZONING COMMISSION AND CITY COUNCIL, TO BE PROCESSED AS A SITE PLAN AMENDMENT.
2. THE POOL WILL BE AVAILABLE FOR USE BY GUESTS OF BOTH HOTELS.
3. CHANGES TO THE BUILDING ELEVATIONS CAN BE PROCESSED AS MINOR AMENDMENTS TO THE FINAL PLAN, TO BE PROCESSED AND APPROVED ADMINISTRATIVELY BY CITY STAFF.
4. THE MONUMENT SIGNS ALLOW FOR SHARED SIGNAGE BY THE THREE BUSINESSES.
5. A SHARED PARKING AGREEMENT WILL ALLOW FOR SHARED PARKING ACROSS THE THREE LOTS.
BUILDING NOTES:
1. THE DUMPSTER IS REQUIRED TO BE SCREENED ON THREE SIDES BY MASONRY WALLS AND A GATE. THE DUMPSTER WILL ONLY BE USED FOR GARBAGE PICKUP SERVICE. MAY PROVIDE AN OPTIONAL WOOD FENCE TO SERVE AS THE GATE. THE SCREENING WALLS FOR THE DUMPSTER SHALL MATCH THE MAIN STRUCTURE. PLEASE REFER TO THE SITE PLAN FOR DUMPSTER LOCATIONS. PLEASE REFER TO THE PER AREA SHALL BE FOUNDED AND REINFORCED AND THE PER APPROVED BY BUILDING AND UNLOADING.
2. ALL SIGNS ARE REQUIRED TO MEET THE REQUIREMENTS OF THE SIGN ORDINANCE, COMPREHENSIVE ZONING ORDINANCE, SECTION 44, SIGN REGULATIONS.
BENCH MARK #1
"X" Cut In Concrete Parking on the Southeast corner of existing restaurant Bldg. next to Dwell Bell Bonds
N:6897672.286 E:2644500.290 ELEV: 424.550
BENCH MARK #2
"X" Cut in Concrete Parking, located on existing curb, behind Walgreens Store
N:6897717.888 E:2642630.987 ELEV: 440.307
LEGEND
LOT INFORMATION
SITE DATA SUMMARY TABLE
ZONING PD-9
PROPOSED USE HOTEL&RESTAURANT
TOTAL LOT AREA 193,068 SF / 4.43 AC.
LAND IN DRAINAGE EASMT. 15,156 SF / 0.42 AC.
BUILDING-1 HOTEL PHASE 1
PROPOSED USE
BUILDING FLOOR AREA 28,852 SF
HEIGHT OF BUILDING 3F (4-STORY)
% OF LOT COVERAGE 15%
BUILDING-2 HOTEL PHASE 2
PROPOSED USE
BUILDING FLOOR AREA 23,760 SF
HEIGHT OF BUILDING 3F (4-STORY)
% OF LOT COVERAGE 11%
BUILDING-3 RESTAURANT
PROPOSED USE
BUILDING FLOOR AREA 7,150 SF
HEIGHT OF BUILDING 1F (1-STORY)
% OF LOT COVERAGE 3.7%
LANDSCAPE AREA 17.8%
LANDSCAPE PROV. 14.54%
% OF LOT COVERAGE
TOTAL PARKING SPACE REQUIRED 184 SP
STANDARD PARKING SPACE PROVIDED 152 SP
HANDICAP PARKING SPACE 8 SP
TOTAL SPACE PROVIDED 163 SP
SCALE
FEET
KINGS FORT PKWY
HOTEL - PHASE II
LOT 5-C
59,922 SF OR 1.38 AC
FLOOR AREA: 71,161 SF
4-STORY
HOTEL - PHASE I
LOT 5-B
90,582 SF OR 2.08 AC
FLOOR AREA: 35,352 SF
4-STORY
RESTAURANT (Future)
LOT 5-A
31,584 SF OR 0.72 AC
PATIO
LOT 4
Retail Site
Multi-Family Tract
MEARA DR.
to US 175
to SH 34
EXIST. DRAINAGE CHANNEL
NOTES 2:
1. NO EXISTING TREE ON SITE
2. ACCORDING TO FEMA FLOOD INSURANCE RATE MAP COMMUNITY MAP NO. 48270C0120, PANEL NO. 0120 EFFECTIVE DATE JULY 2, 2012, THIS PROPERTY IS NOT IMPACTED TO BE WITHIN A 100-YEAR FLOOD PLAIN.
3. BUILDING AREA MEASURING INSIDE WALL TO INSIDE WALL.

Phasing Plan

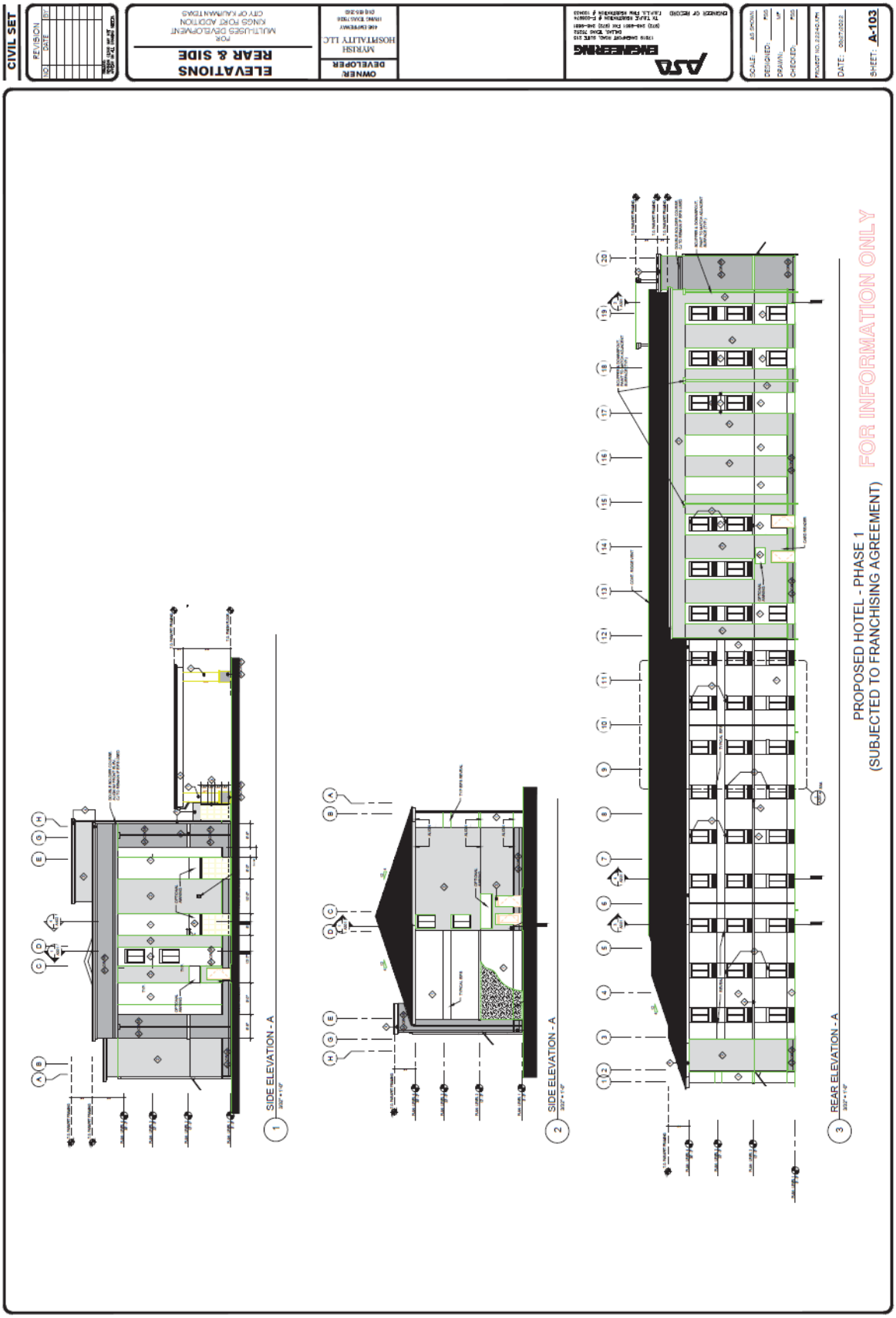


Perspectives and Elevations

Perspectives and Elevations

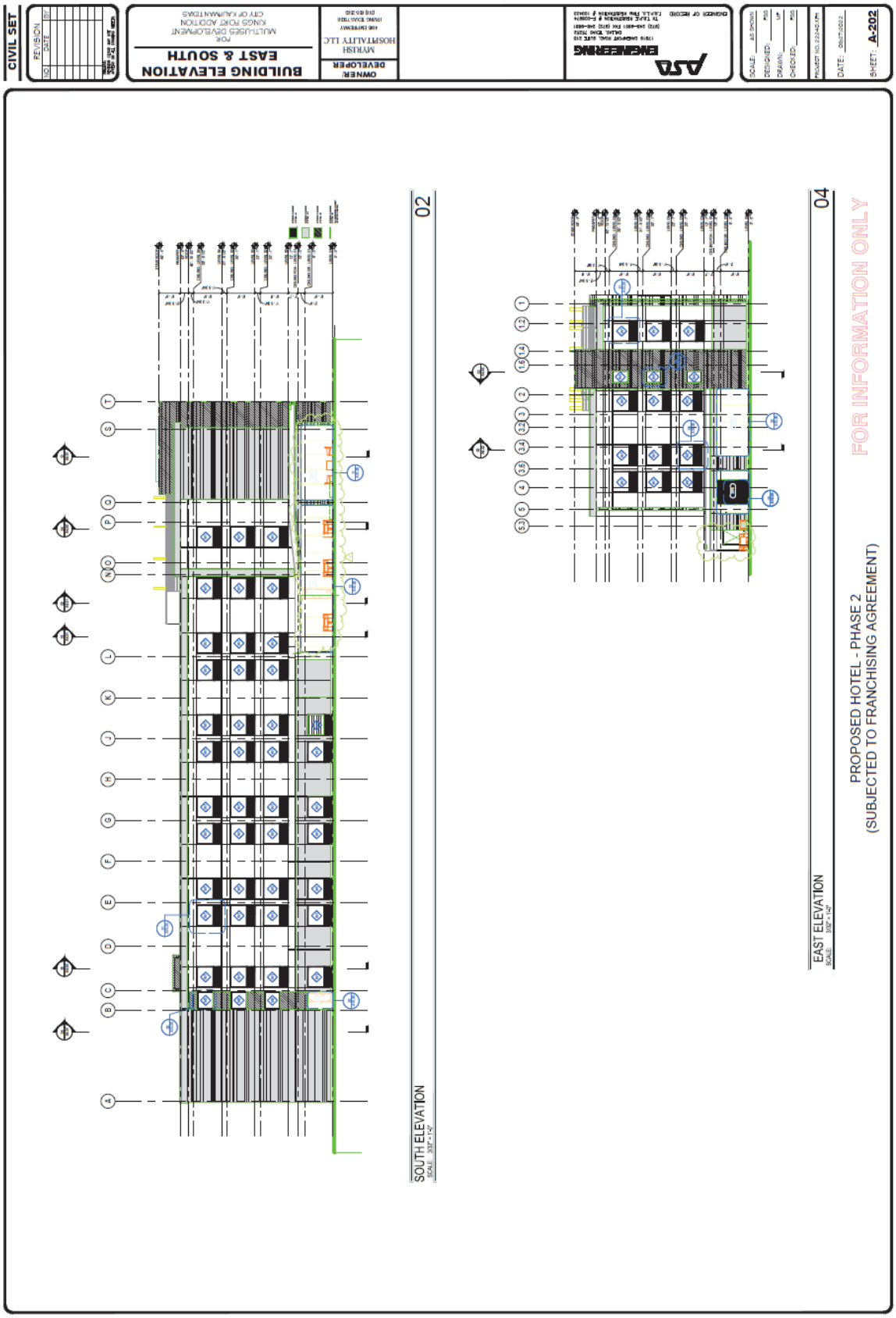


Perspectives and Elevations

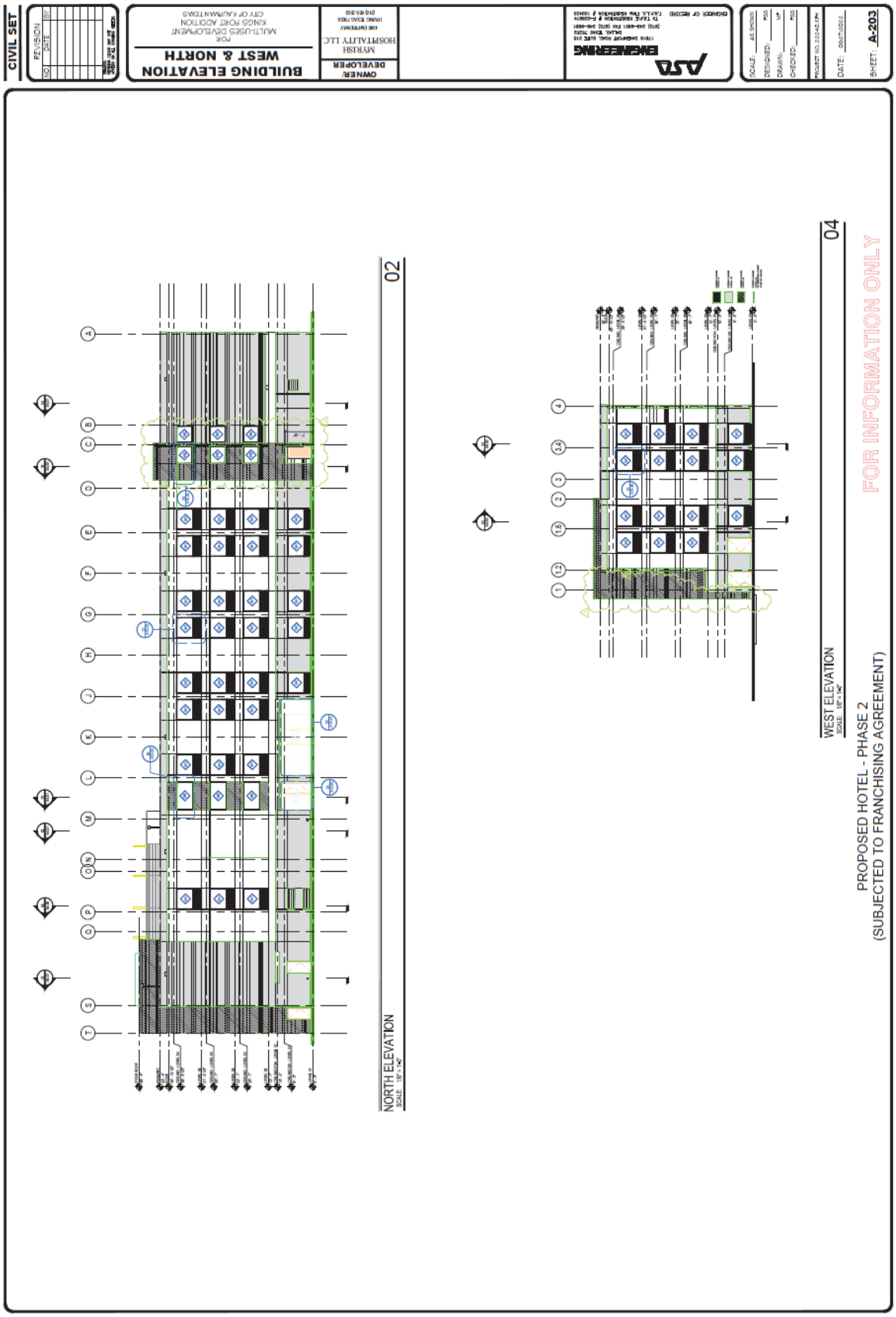


Perspectives and Elevations

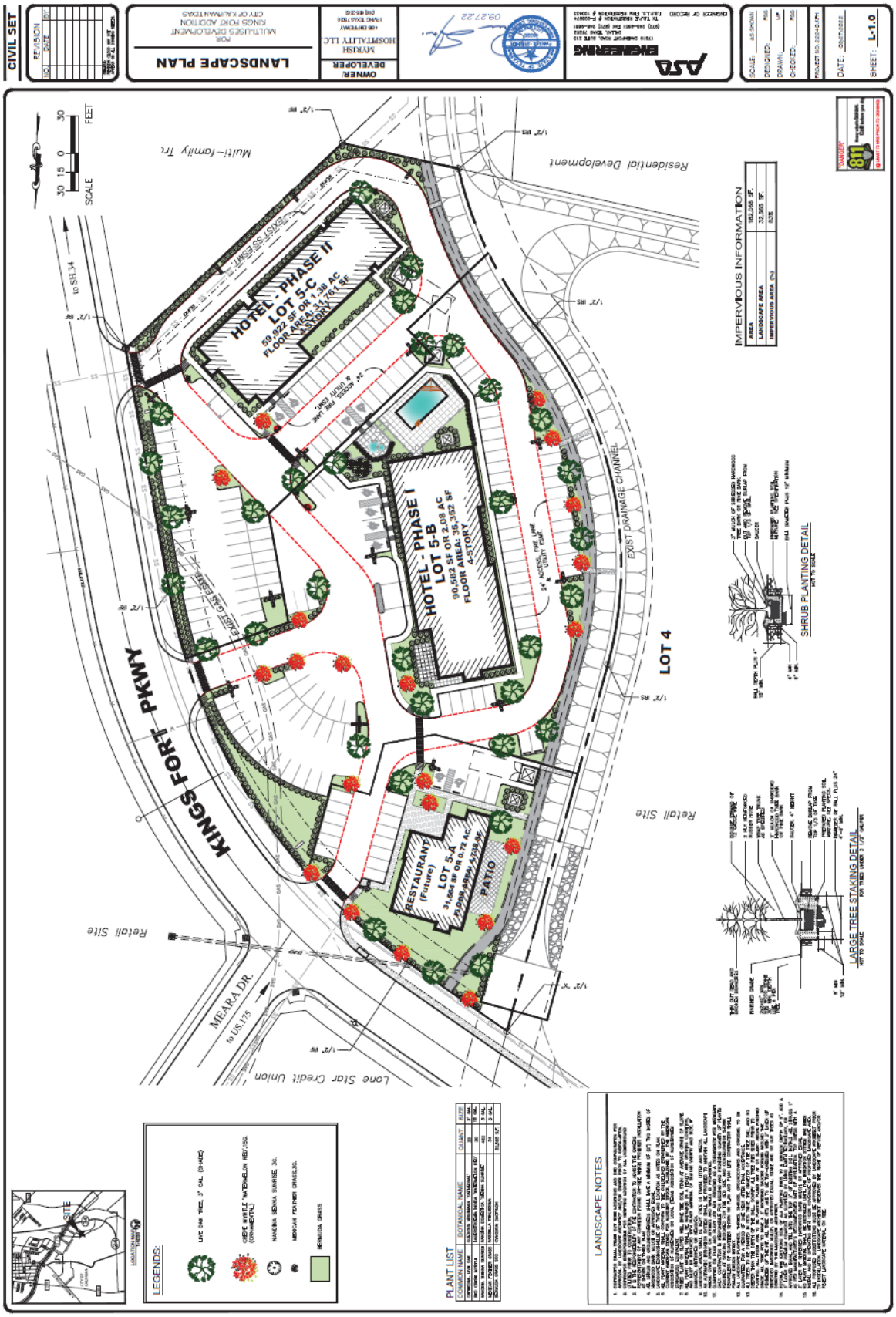
Perspectives and Elevations



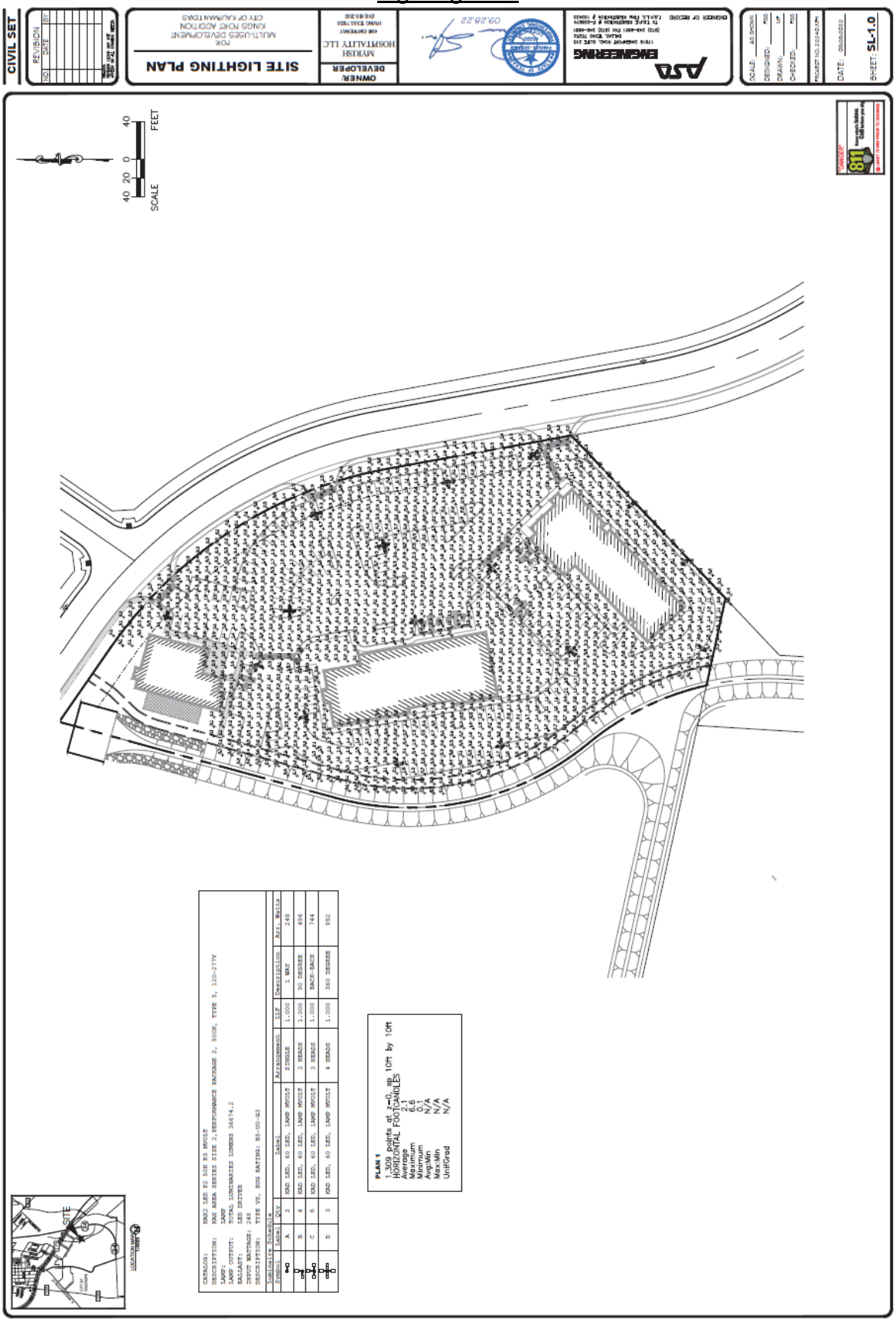
Perspectives and Elevations



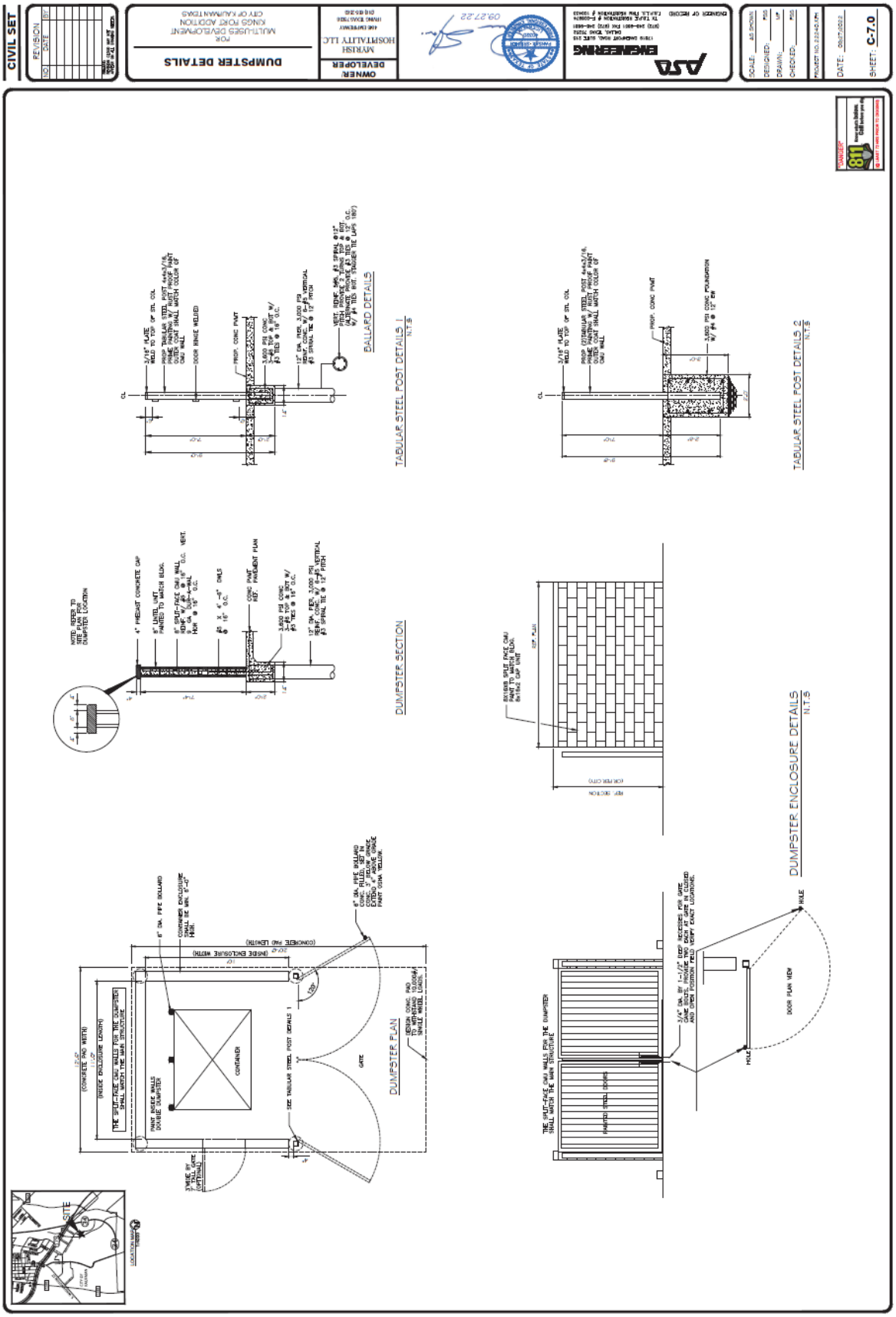
Landscape Plan



Lighting Plan



Dumpster Details



Memo from Andrew Bogda dated September 28, 2022

SP-04-22 – Site Plan – 2nd Review
Hotels & Restaurant at Kings Fort

September 28, 2022
Jim Meara, The Meara Company
Kelly Cannell, Schuler Development
Pann Sribhen and Net Yupadee, ASA Engineering

All,

Below are the 2nd Submittal review comments for the of the Site Plan for the Hotel & Restaurant Development on Lots 5A – 5C of Block A at Kings Fort Addition. **This Site Plan will be considered by the Planning & Zoning Commission on Tuesday, October 4, 2022 at 6:00pm** in the City Council Room of City Hall **and by the City Council on Monday, October 24, 2022** at the same time and place. ***Please make plans to attend the meetings to respond to any questions or concerns that may come up.***

Staff offers the following review comments regarding the 2nd Submittal of the site plan. Unfortuantely, it is too late to make revisions for the P&Z Commission agenda packet, so the staff recommendation will be conditioned on the following comments being addressed. Please make any revisions to your plans and **provide the requested information and revised plans no later than *Friday, October 7 at 12 Noon***. This will allow staff time to review your revisions and prepare the City Council agenda packet. Any comments that are not adequately addressed may move forward as recommended conditions.

1. Provide full contact information for the owner, developer, engineer, and any other professionals involved in the preparation of plans (such as architect or landscape architect) directly on the site plan, elevations, and landscape plan. Full contact information should include business names, contact names, addresses, phone numbers, and email addresses.
2. Label the internal property line dimensions on the site plan.
3. Provide an additional sidewalk/crosswalk connection from the hike and bike trail to the hotel area.
4. Connect the hike-and-bike trail to the existing sidewalk along Kings Fort Parkway.
5. Increase the setback for the monument signs to 10' per the requirements for the Commercial zoning district.
6. Per a discussion with Jim Meara, many of the outstanding site details can be addressed at the time of preparation of a final site plan for each lot to be processed and considered concurrently at the time of final platting. As such, remove notes 1 and 3 and provide a new note to read: "Prior to the development of each lot, a final site plan will need to be submitted, to include final site, building, and landscape details, and to be considered by the Planning & Zoning Commission and City Council at the time of final platting."
7. Provide a note indicating that "Off-site overflow parking to accommodate parking shortfalls and peak periods will be provided by the developer."
8. Provide documentation that the gas pipeline operator has consented to the parking lot and landscaping over the easement as shown. If consent is not granted, this will significantly impact the development of Lots 5B and 5C.

9. Provide confirmation from City Engineer Philip Varughese or Public Works Director Tim Hopwood that the City will allow the existing sanitary sewer easement along the south side of the property to be developed over. If consent is not granted, this will significantly impact the development of Lot 5C.
10. Address any comments from City Engineer Philip Varughese.
11. The following items will need to be addressed at the time of the final site plan review for each lot (Additional comments may be generated at the time of final site plan review):
    a. Label the hotel brands on the site plan for ease of reference.
    b. Label the dimensions of the buildings and building appendages on the site plan.
    c. Indicate the distances of the buildings (and other improvements such as patios and trash enclosures) to surrounding property lines.
    d. Indicate the location of all building entrances and exits on the site plan. Also indicate what each entrance/exit is used for (i.e. public entrance, service/maintenance, emergency exit, etc.).
    e. In the table, indicate the number of rooms in each hotel, as well as the maximum seating capacity of the restaurant and/or the size of the seating/waiting area, so that we can better determine the parking requirements.
    f. Provide detail for the fencing and gates, showing the planned design and also indicating materials, height, picket spacing, etc. Ensure the fencing and gates are designed to meet building code requirements for commercial swimming pools.
    g. Indicate the location of any building-mounted lighting. Maximum mounting height shall not exceed 35'.
    h. Indicate the location of any rooftop mechanical equipment and ensure they are screened by building parapets.
    i. Indicate the delivery/loading/service areas for each building and provide appropriate screening as necessary.
    j. Provide foundation plantings around the restaurant.
    k. Provide benches and trash receptacles near the main entrances to each building.
    l. The building elevations and perspectives don't appear to match the site plan. Things appear to be transposed. The perspectives also don't match the elevations. Everything needs to match and we need to see the architectural details for what is actually going to be built.
    m. Label the materials on the building elevations. There appear to be numeric notations, but there is no legend. Direct labeling is preferred.
    n. In addition to the perspectives, show the building elevations in color, if possible.
    o. Stronger use of brick and stone materials is encouraged throughout the development, with some areas of stucco, as shown in the perspective for the Comfort Inn & Suites.
    p. Indicate the location and sizes of the grease trap for the restaurant(s) and provide a note stating "All local grease trap requirements will be adhered to."

Please provide a written memo with the comments and how each comment has been addressed and provide the revised plans no later than Friday, October 7 at 12 Noon. Any comments that are not adequately addressed may move forward as recommended conditions. Provide a digital PDF of the revised plans and comment response letter via email to abogda@kaufmantx.org. Contact Andrew

Bogda by email or by phone at 972-932-2216 x 117 with any questions regarding these review comments

Sincerely,
Andrew Bogda, AICP
Planning Manager

Files Needed by October 7 at 12 Noon:

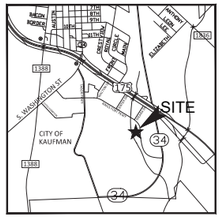
- Property Description/Survey (PDF)
- Site Plan (PDF)
- Elevations and Perspectives (PDF)
- Landscape Plan (PDF)
- Response Letter (PDF)

Meeting Dates:

A representative for this case must be present at both meetings.

- Planning & Zoning Commission Meeting: **Tuesday, October 4, 2022, at 209 S. Washington Street - City Council Room - 6:00 pm**
- City Council Meeting: **Monday, October 24, 2022, at 209 S. Washington Street - City Council Room - 6:00 pm.**

The link to the agenda packet will be emailed to you the Friday before each meeting. The applicant or their representative must be physically present at each meeting.



LOCATION MAP
1:4000

BENCH MARK #1

"X" Cut in Concrete Parking on the Southeast corner of existing restaurant Bldg. next to Best Bail Bonds

N:6897672.286 E:2644500.290 ELEV: 424.550

BENCH MARK #2

"X" Cut in Concrete Parking, located on existing curb, behind Dollar General Store

N:6897717.888 E:2642630.987 ELEV: 440.307

BUILDING NOTES:

1. THE DUMPSTER IS REQUIRED TO BE SCREENED ON THREE SIDES BY SOLID 6 FT. MASONRY WALL. THE FOURTH SIDE, WHICH IS TO BE USED FOR GARBAGE PICKUP SERVICE, MAY PROVIDE AN OPTIONAL GATE TO SECURE THE REFUSED STORAGE AREA. THE SCREENING WALLS FOR THE DUMPSTER SHALL MATCH THE MAIN STRUCTURE. ADEQUATE REINFORCED PAVED AREA SHALL BE PROVIDED FOR REFUSE FACILITIES AND THEIR APPROACHES FOR LOADING AND UNLOADING.
2. ALL SIGNS ARE REQUIRED TO MEET THE REQUIREMENTS OF THE KAUFMAN COMPREHENSIVE ZONING ORDINANCE, SECTION 44, SIGN REGULATIONS.

NOTES 1:

1. PRIOR TO THE DEVELOPMENT OF EACH LOT, A FINAL SITE PLAN WILL NEED TO BE SUBMITTED, TO INCLUDE FINAL SITE, BUILDING, AND LANDSCAPE DETAILS, AND TO BE CONSIDERED BY THE PLANNING & ZONING COMMISSION AND CITY COUNCIL AT THE TIME OF FINAL PLATTING.
2. THE POOL WILL BE AVAILABLE FOR USE BY GUESTS OF BOTH HOTELS.
3. THE MONUMENT SIGNS ALLOW FOR SHARED SIGNAGE BY THE THREE BUSINESSES.
4. A SHARED PARKING AGREEMENT WILL ALLOW FOR SHARED PARKING ACROSS THE THREE LOTS.
5. OFF-SITE OVERFLOW PARKING TO ACCOMMODATE PARKING SHORTFALLS AND PEAK PERIODS WILL BE PROVIDED BY THE DEVELOPER.

NOTES 2:

1. NO EXISTING TREE ON SITE
2. ACCORDING TO F.E.M.A. FLOOD INSURANCE RATE MAP COMMUNITY MAP NO. 48257C0310D, PANEL NO. 0310D DATE JULY 3, 2012, THIS PROPERTY DOES NOT APPEAR TO LIE WITHIN A 100-YEAR FLOOD PLAIN.
3. BUILDING AREA MEASURING INSIDE WALL TO INSIDE WALL

30 15 0 30
SCALE FEET

LEGEND

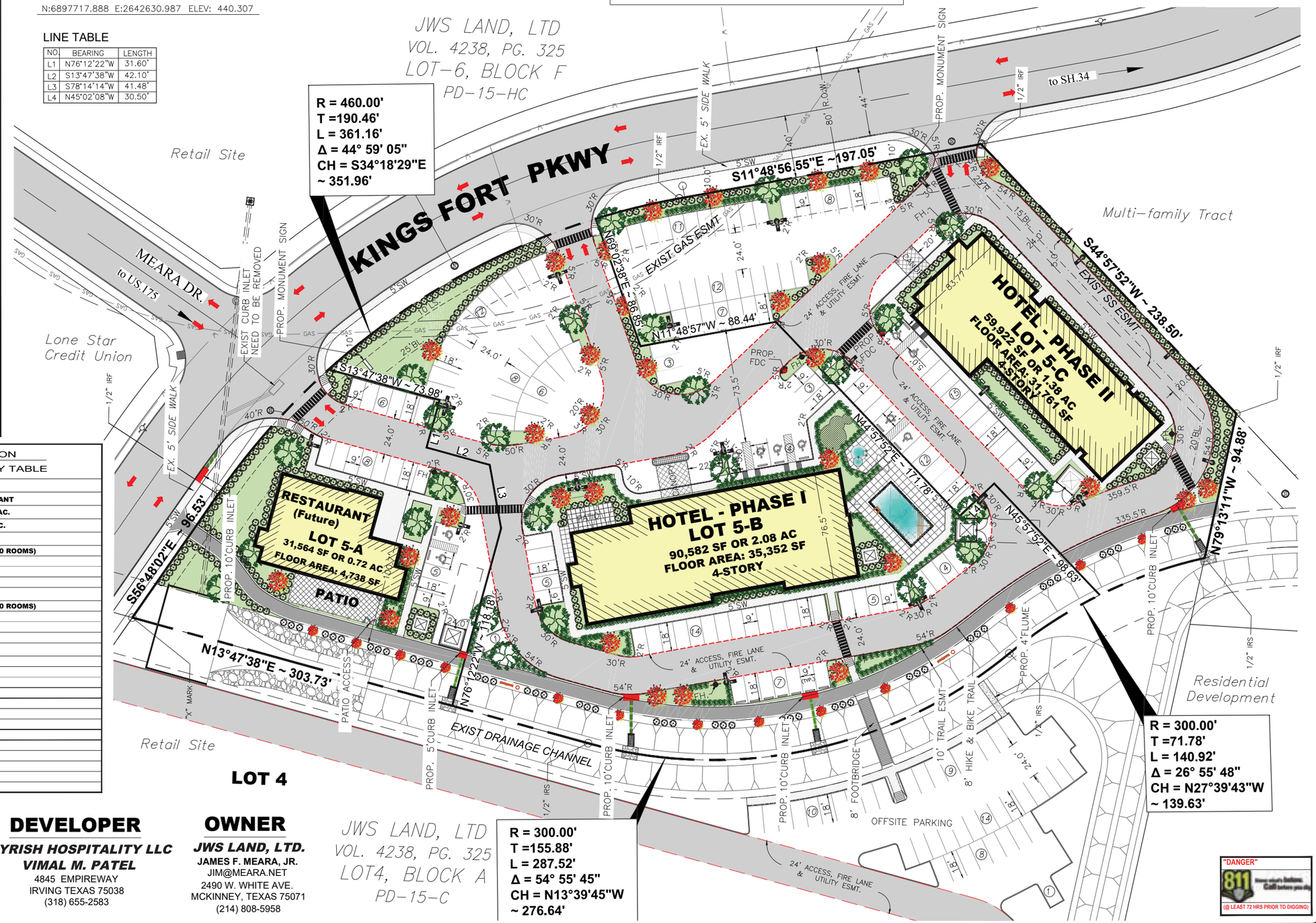
	PROPERTY LINE/BOUNDARY LINE
	EASEMENT LINE
W	EX. 12" WATER LINE
SS	EX. 8" SANITARY SEWER LINE
GAS	EX. GAS LINE
	BUILDING LINE
1/2" IRS/IRF	1/2 INCH IRON ROD
IRSC	IRON ROD SET W/CAP
IRF	IRON ROD FOUND
IRSCR	IRON ROD SET FOR REFERENCE STAMPED "RPLS 3963"
UTIL.	UTILITY
ESMT.	EASEMENT
OPRKCT	OFFICIAL PUBLIC RECORDS KAUFMAN, COUNTY, TEXAS
(CM)	CONTROL MONUMENT
VOL.	VOLUME
PG.	PAGE
VAM	VISIBILITY, ACCESS, AND MAINTENANCE
LP	LIGHT POLE
PP	POWER POLE
	FIRE HYDRANT
	EX. FIRE HYDRANT
	EX. LIGHT POLE
	PROP. LIGHT POLE
	EX. SEWER MANHOLE
	EX. STOP SIGN
	PROP. FIRE LANE
	FENCE
	GATE
	MONUMENT SIGN
CANOPY	CANOPY WITH 14' VERTICAL CLEARANCE

LINE TABLE

NO.	BEARING	LENGTH
L1	N76°12'22"W	31.60'
L2	S13°47'38"W	42.10'
L3	S78°14'14"W	41.48'
L4	N45°02'08"W	30.50'

LOT INFORMATION
SITE DATA SUMMARY TABLE

ZONING	**PD-9**
PROPOSED USE	**HOTELS/RESTAURANT**
TOTAL LOT AREA	**182,068 SF. / 4.18 AC.**
LAND IN DRAINAGE ESMT.	**18,186 SF. / 0.42 AC.**
BUILDING-1	
PROPOSED USE	**HOTEL PHASE 1 (80 ROOMS)**
BUILDING FLOOR AREA	35,352 SF
HEIGHT OF BUILDING	54' (4 - STORY)
% OF LOT COVERAGE	13%
BUILDING-2	
PROPOSED USE	**HOTEL PHASE 2 (80 ROOMS)**
BUILDING FLOOR AREA	31,761 SF
HEIGHT OF BUILDING	54' (4 - STORY)
% OF LOT COVERAGE	17%
BUILDING-3	
PROPOSED USE	**RESTAURANT**
BUILDING FLOOR AREA	4,738 SF
HEIGHT OF BUILDING	22' (1 - STORY)
% OF LOT COVERAGE	15.24%
LANDSCAPE REQ.	**15%**
LANDSCAPE PROV.	**16.06%**
% OF LOT COVERAGE	**14.64%**
ONSITE PARKING SPACE PROVIDED	156 SP
OFFSITE PARKING SPACE PROVIDED	42 SP
TOTAL PARKING SPACE REQUIRED	**184 SP**
STANDARD PARKING SPACE PROVIDED	188 SP
ADA PARKING PROVIDED	10 SP
TOTAL SPACE PROVIDED	**198 SP**



DESIGNER
PANN S. SRIBHEN, P.E.
EMAIL: PANNS@PSAENGR.COM

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VIMAL M. PATEL
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JIM@MEARA.NET
2490 W. WHITE AVE.
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(214) 808-5958

CIVIL SET

REVISION

NO.	DATE	BY

REMARK: REVISION CLOUD MAY NOT APPEAR ON ALL DRAWING SHEETS.

SITE PLAN
FOR
MULTI-USES DEVELOPMENT
KINGS FORT ADDITION
CITY OF KAUFMAN TEXAS

OWNER/ DEVELOPER
MYRISH HOSPITALITY LLC.
4845 EMPIREWAY
IRVING TEXAS 75038
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10.07.22

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T.B.P.L.S. FIRM REGISTRATION # 10043
ENGINEER OF RECORD

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

PROJECT NO. 22240.KFH

DATE: 10/07/2022

SHEET: **C-3.0**

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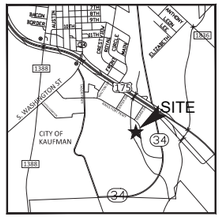
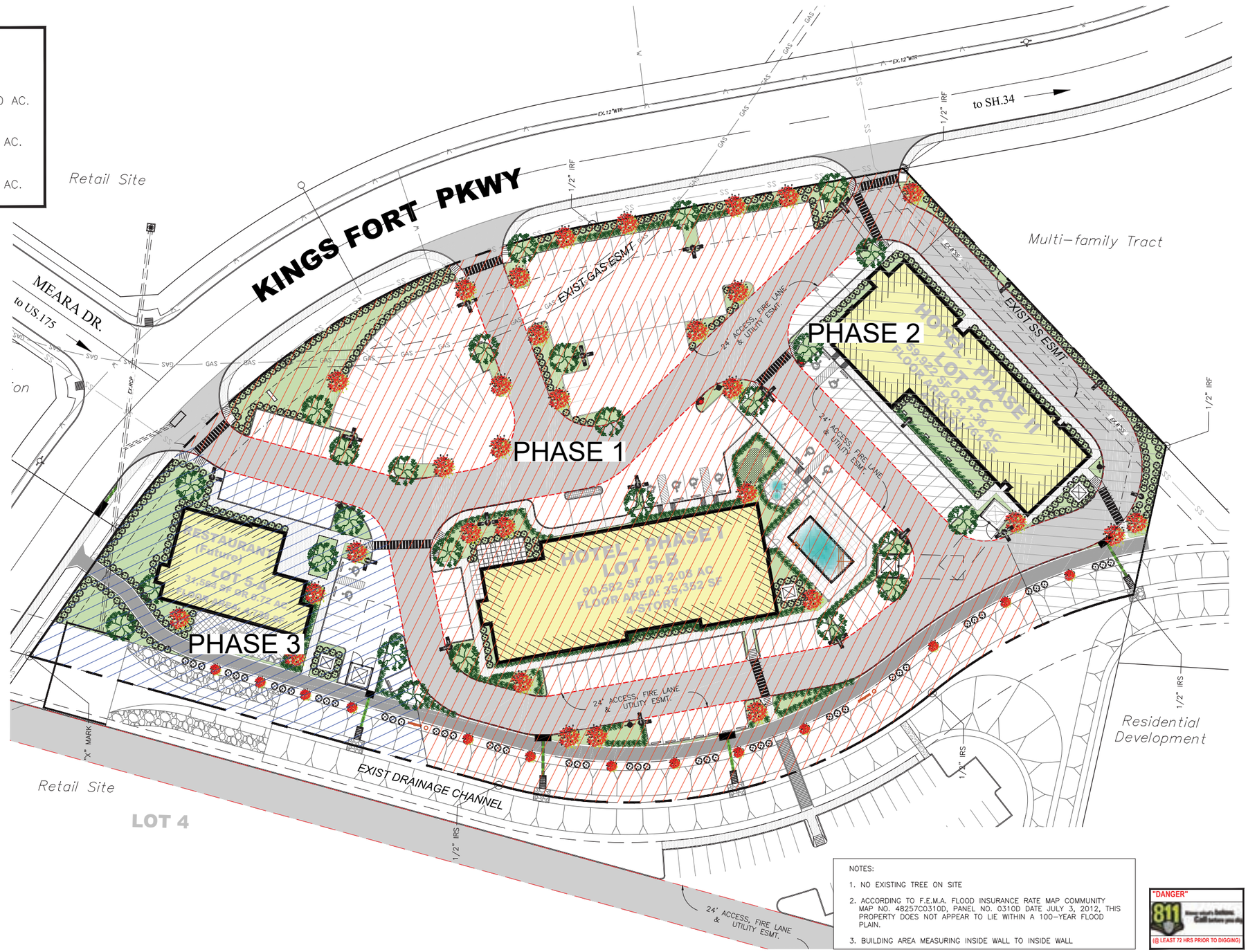


LOCATION MAP
1:4000

LEGEND

- PHASE 1 — AREA = 121,895 SF. OR 2.80 AC.
- PHASE 2 — AREA = 31,655 SF. OR 0.73 AC.
- PHASE 3 — AREA = 28,548 SF. OR 0.66 AC.

30 15 0 30
SCALE FEET



BENCH MARK #1

"X" Cut in Concrete Parking on the Southeast corner of existing restaurant Bldg. next to Best Bail Bonds

N:6897672.286 E:2644500.290 ELEV: 424.550

BENCH MARK #2

"X" Cut in Concrete Parking, located on existing curb, behind Dollar General Store

N:6897717.888 E:2642630.987 ELEV: 440.307

NOTES:

1. NO EXISTING TREE ON SITE
2. ACCORDING TO F.E.M.A. FLOOD INSURANCE RATE MAP COMMUNITY MAP NO. 48257C0310D, PANEL NO. 0310D DATE JULY 3, 2012, THIS PROPERTY DOES NOT APPEAR TO LIE WITHIN A 100-YEAR FLOOD PLAIN.
3. BUILDING AREA MEASURING INSIDE WALL TO INSIDE WALL

"DANGER"
811
(@ LEAST 72 HRS PRIOR TO DIGGING)

CIVIL SET

REVISION

NO.	DATE	BY

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PHASING PLAN

FOR
MULTI-USES DEVELOPMENT
KINGS FORT ADDITION
CITY OF KAUFMAN TEXAS

OWNER/ DEVELOPER
MYRISH HOSPITALITY LLC.
4845 EMPIREWAY
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STATE OF TEXAS
PAUL S. SIMPSON
REGISTERED PROFESSIONAL ENGINEER
No. 120320
10.07.22

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ENGINEER OF RECORD

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

PROJECT NO. 22240.KFH

DATE: 10/07/2022

SHEET: C-2.0

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PROPOSED HOTEL - PHASE 1
(SUBJECTED TO FRANCHISING AGREEMENT)

FOR INFORMATION ONLY

CIVIL SET

REVISION

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PERSPECTIVE PLAN OF HOTEL PHASE 1

FOR
MULTI-USES DEVELOPMENT
KINGS FORT ADDITION
CITY OF KAUFMAN TEXAS

OWNER/ DEVELOPER

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ENGINEER OF RECORD

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

PROJECT NO. 22240.KFH

DATE: 10/07/2022

SHEET: **A-101**

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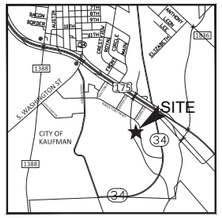
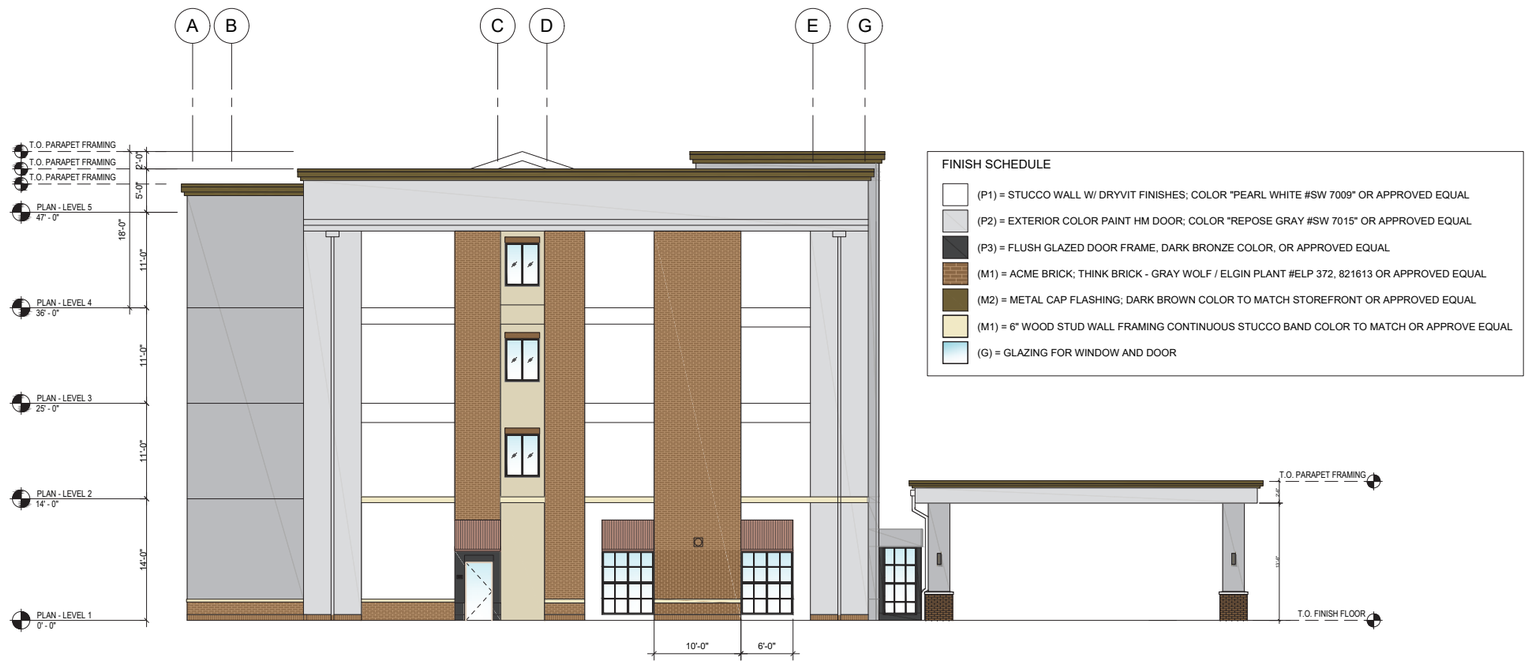


LOCATION MAP
1:4000



FINISH SCHEDULE

- (P1) = STUCCO WALL W/ DRYVIT FINISHES; COLOR "PEARL WHITE #SW 7009" OR APPROVED EQUAL
- (P2) = EXTERIOR COLOR PAINT HM DOOR; COLOR "REPOSE GRAY #SW 7015" OR APPROVED EQUAL
- (P3) = FLUSH GLAZED DOOR FRAME, DARK BRONZE COLOR, OR APPROVED EQUAL
- (M1) = ACME BRICK; THINK BRICK - GRAY WOLF / ELGIN PLANT #ELP 372, 821613 OR APPROVED EQUAL
- (M2) = METAL CAP FLASHING; DARK BROWN COLOR TO MATCH STOREFRONT OR APPROVED EQUAL
- (M1) = 6" WOOD STUD WALL FRAMING CONTINUOUS STUCCO BAND COLOR TO MATCH OR APPROVE EQUAL
- (G) = GLAZING FOR WINDOW AND DOOR

HOTEL - PHASE 1
SIDE VIEW ELEVATIONS

HOTEL - PHASE 1
FRONT VIEW ELEVATIONS

"DANGER"
811
(@ LEAST 72 HRS PRIOR TO DIGGING)

CIVIL SET

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REMARK:
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HOTEL - PHASE 1
BUILDING ELEVATIONS

FOR
MULTI-USES DEVELOPMENT
KINGS FORT ADDITION
CITY OF KAUFMAN TEXAS

OWNER/ DEVELOPER
MYRISH HOSPITALITY LLC.
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ENGINEER OF RECORD

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

PROJECT NO. 22240.KFH

DATE: 10/07/2022

SHEET: **A-102**

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PROPOSED HOTEL - PHASE 2
(SUBJECTED TO FRANCHISING AGREEMENT)

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PERSPECTIVE PLAN OF HOTEL PHASE 2

FOR
MULTI-USES DEVELOPMENT
KINGS FORT ADDITION
CITY OF KAUFMAN TEXAS

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DATE: 10/07/2022

SHEET: **A-201**

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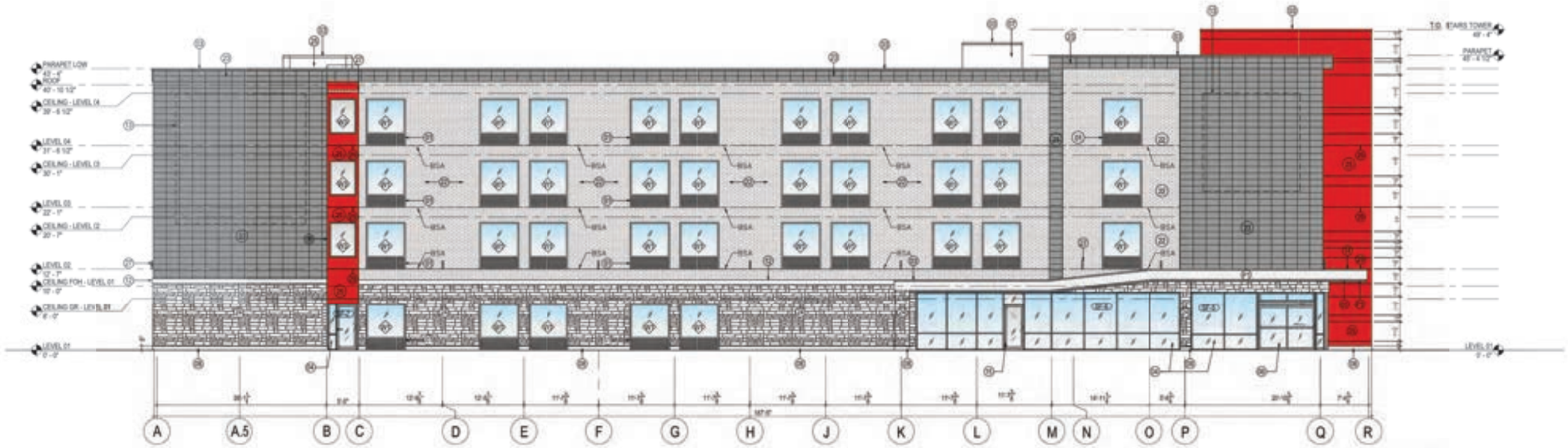
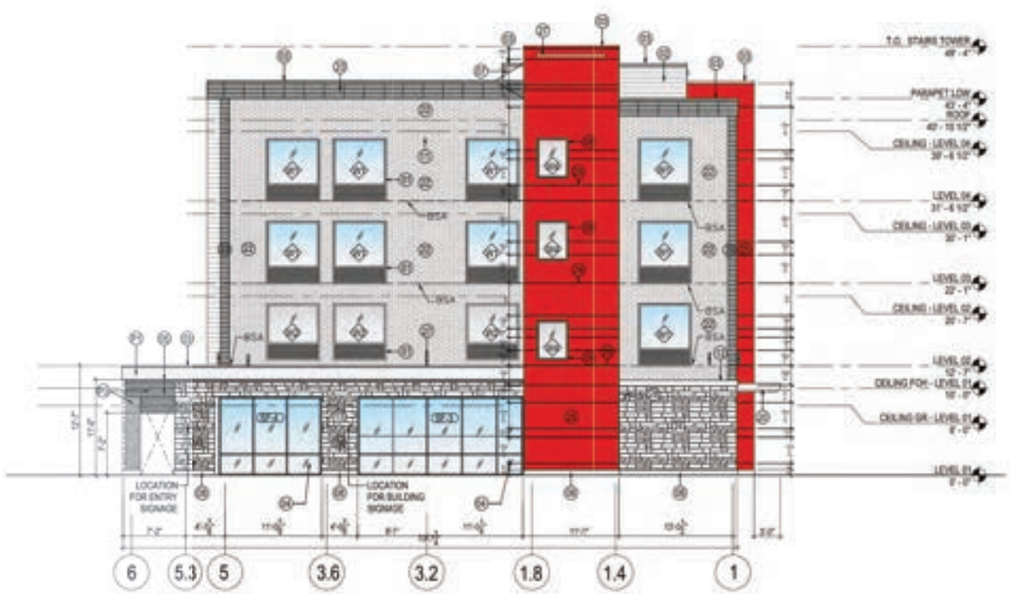


1 WEST ELEVATION (FRONT)

SCALE 1/8" = 1'-0"



2 SOUTH ELEVATION (SIDE)

SCALE 1/8" = 1'-0"

MATERIAL LEGEND

- EC-01(A) = SUMMIT BRICK (WHITE - ALASKAN SMOOTH)
- EC-01(B) = STUCCO (P1)
- EC-02(A) = SLATE ROCK (BLUE PENNSYLVANIA)
- EC-02(B) = AUSTIN STONE (WHITE)
- EC-03(A) = METAL CLADDING W/ SCORING (RED)
- EC-03(A) = METAL CLADDING (RED)
- EC-04 = STUCCO (P3)
- CAST STONE BAND / BASE (WHITE)
- BSA BRICK SHELF ANGLE

STUCCO FINISH

P1 = COLOR TO MATCH IHG'S STD. COLOR "NAI9-0028" OR IHG'S COLOR SHERWIN WILLIAMS "SW7042 - PURE WHITE"

P3 = COLOR TO MATCH IHG'S STD. COLOR "VT7004" OR IHG'S COLOR SHERWIN WILLIAMS "SW6045 - BORA BORA SHORE"

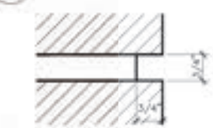
GENERAL NOTES

A. SEE G0.01 AND WTHG SUPPLEMENTAL EXTERIOR FINISHES DOCUMENT FOR INFORMATION ON MATERIALS, SYSTEMS, AND COLORS.

D. TEMPERED GLAZING TO BE PROVIDED AS REQUIRED BY LOCAL BUILDING CODES.

E. SEE A6.10 FOR SECTION DETAILS ON WINDOW TYPES W1, W2

F. COORDINATE PLACEMENT OF ALL LOUVERS, VENTS, AND OTHER EXTERIOR ELEMENTS WITH LOCATIONS OF SCORE JOINTS (TYP.).



3 REVEAL PROFILE

SCALE 6" = 1'-0"

SHEET NOTES

01 INTEGRATED EXTERIOR WINDOW AND PTAC LOUVER
02 METAL LOUVER SCREEN WALL FOR RTU'S
03 METAL COPING COLOR TO MATCH ADJACENT WALL
04 EXTERIOR STOREFRONT WINDOWS
05 STUCCO SYSTEM BENEATH CANOPY AND ADJACENT WING WALLS
06 SINGLE SLIDING GLASS DOOR
07 ELEVATOR OVERRUN BEYOND
08 8" HT. CAST STONE BASE COLOR: "WHITE"
09 EXTERIOR ALUMINUM WINDOW, TYP.
10 EXTERIOR HOLLOW METAL DOORS PAINTED TO MATCH ADJACENT WALL
11 3/4" CONTROL JOINT (WHEN REQUIRED)
12 8" HT. CAST STONE BAND COLOR: "WHITE"
13 LOCATION FOR BUILDING SIGNAGE. PROVIDE ELECTRICAL SERVICE TO LOCATIONS WHERE SIGNAGE TO BE INSTALLED. REFER TO IHG SIGNAGE GUIDELINES FOR MORE INFORMATION.
14 ENTRANCE CANOPY WITH TPO ROOF
15 STOREFRONT DOOR
16 LOCATION FOR ENTRY SIGNAGE WHEN VESTIBULE IS ROTATED PER 10A3.00
17 3'-0"X3'-0" HOT WATER TANK INTAKE EXHAUST
18 LAUNDRY EXHAUST. COORDINATE WITH MANUFACTURER FOR LOUVER SIZES AND LOCATIONS - ALIGN EDGES OF LOUVER WITH WINDOW ABOVE IF FEASIBLE
20 PREFABRICATED CANOPY
21 SCUPPER, PAINTED TO MATCH ADJACENT WALL
22 WHITE BRICK WALL
23 SLATE ROCK WALL
24 AUSTIN STONE WALL
25 METAL CLADDING
26 COORDINATE LENGTH OF STRUCTURAL JOINTS AT BUILDING SETBACK
27 EXTERIOR LIGHT FIXTURE WALL SCONCE, REF. ELECT. AND LIGHTING DWGS.
28 EXTERIOR LIGHT FIXTURE TYPE "S2-EM" ELECTRICAL FIXTURE W/ INTEGRATED EMERGENCY BACKUP.
29 LOCATION FOR METAL PANEL JOINT. PROVIDE JOINT AT THE FLOOR LINE

FOR INFORMATION ONLY

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REVISION

NO.	DATE	BY

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HOTEL - PHASE 2 BUILDING ELEVATIONS

FOR
MULTI-USES DEVELOPMENT
KINGS FORT ADDITION
CITY OF KAUFMAN TEXAS

OWNER/ DEVELOPER
MYRISH HOSPITALITY LLC.
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ENGINEER OF RECORD

SCALE: AS SHOWN
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DRAWN: MP
CHECKED: PSS

PROJECT NO. 22240.KFH

DATE: 10/07/2022

SHEET: A-202

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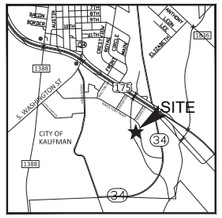


LOCATION MAP
1:4000

LEGENDS:

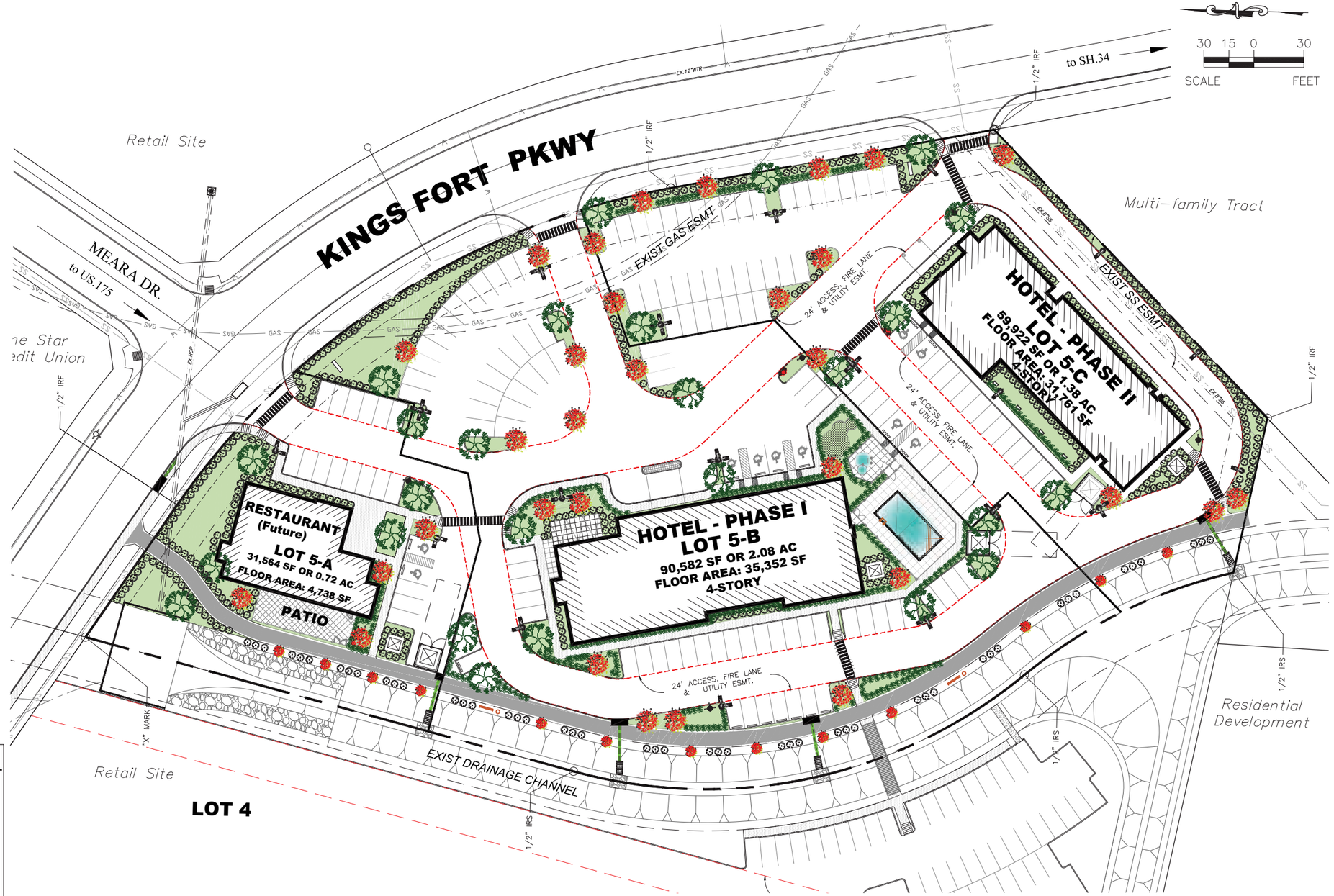
- LIVE OAK TREE, 3G. (SHADE)
- CREPE MYRTLE 'WATERMELON RED',15G./7G. (ORNAMENTAL)
- NANDINA SIENNA SUNRISE, 3G.
- MEXICAN FEATHER GRASS,3G.
- BERMUDA GRASS

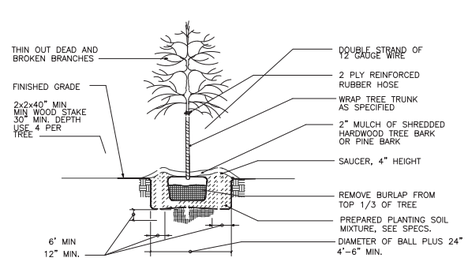
PLANT LIST

COMMON NAME	BOTANICAL NAME	QUANT.	SIZE
CATHEDRAL LIVE OAK	QUERCUS VIRGINIANA 'CATHEDRAL'	25	3 GAL.
RED CREPE MYRTLE	LAGERSTROEMIA INDICA 'WATERMELON RED'	31	15 GAL.
RED CREPE MYRTLE	LAGERSTROEMIA INDICA 'WATERMELON RED'	13	7 GAL.
NANDINA SIENNA SUNRISE	NANDINA DOMESTICA 'SIENNA SUNRISE'	496	3 GAL.
MEXICAN FEATHER GRASS	NASSELLA TENUISSIMA	291	3 GAL.
BERMUDA GRASS SOD	CYNODON DACTYLON	29,243 S.F.	

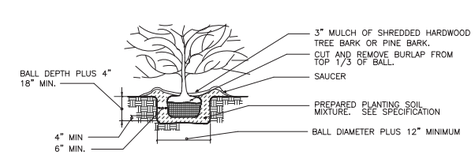
LANDSCAPE NOTES

1. CONTRACTOR SHALL STAKE OUT TREE LOCATIONS AND BED CONFIGURATION FOR APPROVAL BY LANDSCAPE ARCHITECT AND/OR OWNER PRIOR TO INSTALLATION.
2. CONTRACTOR ISRESPONSIBLE FOR VERIFYING LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION.
3. IT IS THE RESPONSEIBILITY OF THE CONTRACTOR TO ADVISE THE OWNERS REPRESENTATIVE OF ANY CONDITION FOUND ON-SITE WHICH PROHIBITS INSTALLATION AS SHOWN ON THESE PLAN
4. ALL SHRUB AND GROUNDCOVERBEDS SHALL HAVE A MINIMUM OF (2") TWO INCHES OF HARDWOOD BARK MULCH OR APPROVED EQUAL.
5. LANDSCAPE EDGINGSHALLBE OF TYPE AND LOCATION AS NOTES ON PLAN.
6. ALL PLANT MATERIAL SHALL CONFORM TO THE GUILDELINES ESTABLISHED BY THE CURRENT AMERICAN STAND FOR NURSERY STOCK, PLUBLISHED BY THE AMERICAN ASSOCIATION OF NURSEYMEN OR LOCAL (TEXAS ASSOCIATION OF NURSERYMEM STANDARDS) EQUIVALENT.
7. TREES PLANT ON SLOPES WILL HAVE THE SOIL STAIN AT AVERAGE GRADE OF SLOPE.
8. ALL PLANT MATERIAL SHALL BE MATRAINED IN A HEALTY AND GROWING CONDITION, AND MUST BE REPLACED WITH PLANT MATERIAL OF SIMILAR VARIETY AND SIZE, IF DAMAGED, DISTORYED OR REMOVED.
9. LANDSCAPE AREAS SHALL BE KEPT FREE OF TRASH, LITTER AND WEEDS.
10. AN AUTOMATIC IRRIGATION SYSTEM SHALL BE PROVIDED TO MAINTAIN ALL LANDSCAPE AREAS. OVER SPRAY ON STREETS AND WALKS IS PROHIBITED.
11. QUANTITIES ON PLAN AND PLANT LIST ARE PROVIDED AS A CONVENENCE FOR EASTIMATE ONLY. CONTRACTOR IS RESPONSIBLE FOR BIDDING AND PROVIDING QUANITY OF PLANTS REQUIRED AT SPACING INDICATED FOR THE BED SIZE AND CONFIGURATION SHOWN REGARDLESS OF QUANTITIES SHOWN ON PLAN AND PLAN LIST. CONTRACTOR SHALL FOLLOW DESIGN INTENT.
12. ALL LANDSCAPE PLANTINGS. THREES, SHRUBS, GROUNDCOVERS AND GRASSES, TO BE GUARANTEED FOR A PERIOD OF ONE YESR AFTER FINAL ACCEPTANCE.
13. ALL TREES TO BE PLANTED IN PITS TWICE THE DIAMETER OF THE TREE BALL AND NO DEEPER THAN THE DEPTH OF THE BALL. SCARIFY ALL TREE PITS SIDES PRIOR TO PLANTING. ALL TRSSE ARE TO BE PLANTED PLUMB ANT AT OR SLIGHT ABOVE FINISHED GRADE. ALL TREE PITS TO HAVE A 3" WATERING SAUCER FORMED AROUND THE PERIMETER OF THE PIT. ALL TREE PITS ARE TO BE TOP-DRESSED WITH 3" LAYER OF SHREDDED HARDWOOD MULCH, OR APPROVED EQUAL. STAKE AND OR GUY TREES AS DIRECTED BY THE LANDSCAPE ARCHITECT.
14. ROTOTILL THE EXISTIONG SOIL OF ALL PLANTING BEDS TO A MINIMUM DEPTH OF 6". ADD A 3" LAYER OF PREMIUM COMPOST AS SUPPLIED BY LIVING EARTH TECHNOLOGY, OR APPROVED EQUAL AND TILL INTO THE TOP 3" OF EXISTING SOIL. INSTALL ALL SHRUBS 1" AS PER MANUFACTURER'S RECOMMENEDED RATE OF APPLICATION. TOP DRESS WITH A 2" LAYER OF SHREDDED HARDWOOD BARK MULCH, OR APPROVED EQUAL.
15. NO PLANT MATERIAL SHALL BE INSTALLED UNTIL THE IRRIGATION SYSTEM HAS BEEN INSTALL AND IS OPERATING WITH 100% COVERAGE OF PROPOSED LANDSCAPE AREA.
16. ALL PROPOSED SUBSTITUTIONS MUST BE APPROVED BY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. LANDSCAPE ARCHITECT RESERVES THE RIGHT OF REFUSE AND/OR REJECT LANDSCAPE MATERIAL ON SITE.





LARGE TREE STAKING DETAIL
NOT TO SCALE FOR TREES UNDER 3 1/2" CALIPER



SHRUB PLANTING DETAIL
NOT TO SCALE

IMPERVIOUS INFORMATION

AREA	182,068 SF.
LANDSCAPE AREA	29,243 SF.
IMPERVIOUS AREA (%)	83.94%

"DANGER"
811 Know what's below. Call before you dig.
(@ LEAST 72 HRS PRIOR TO DIGGING)

CIVIL SET

REVISION

NO.	DATE	BY

REMARK:
REVISION CLOUD MAY NOT APPEAR ON ALL DRAWING SHEETS.

LANDSCAPE PLAN

FOR
MULTI-USES DEVELOPMENT
KINGS FORT ADDITION
CITY OF KAUFMAN TEXAS

OWNER/ DEVELOPER
MYRISH HOSPITALITY LLC.
4845 EMPIREWAY
IRVING TEXAS 75038
(318) 865-2583

10.07.22
STATE OF TEXAS
PAUL SIMPSON
2320
LICENSED
LANDSCAPE ARCHITECT

ASA ENGINEERING
17819 DAVENPORT ROAD, SUITE 215
DALLAS, TEXAS 75252
(972) 248-9651 FAX (972) 248-9681
TX. T.B.P.E. REGISTRATION # F-006974
T.B.P.L.S. FIRM REGISTRATION # 100433
ENGINEER OF RECORD

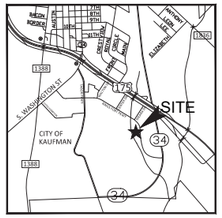
SCALE: AS SHOWN
DESIGNED: PSS
DRAWN: MP
CHECKED: PSS

PROJECT NO. 22240.KFH

DATE: 10/07/2022

SHEET: L-1.0

Z:\2022\22240.KFH Kings Fort Hotels at Kaufman\CURRENT\SHEET SET\SITE PLAN\01 L-1 LANDSCAPE PLAN.dwg, 10/7/2022 10:51:08 AM, DWG To PDF.pc3



LOCATION MAP
1:4000

CATALOG:	KAX2 LED P2 50K R5 MVOLT
DESCRIPTION:	KAX AREA SERIES SIZE 2,PERFORMANCE PACKAGE 2, 500K, TYPE 5, 120-277V
LAMP:	LAMP
LAMP OUTPUT:	TOTAL LUMINARIES LUMENS 36674.2
BALLAST:	LED DRIVER
INPUT WATTAGE:	248
DESCRIPTION:	TYPE VS, BUG RATING: B5-U0-G3

Luminaire Schedule

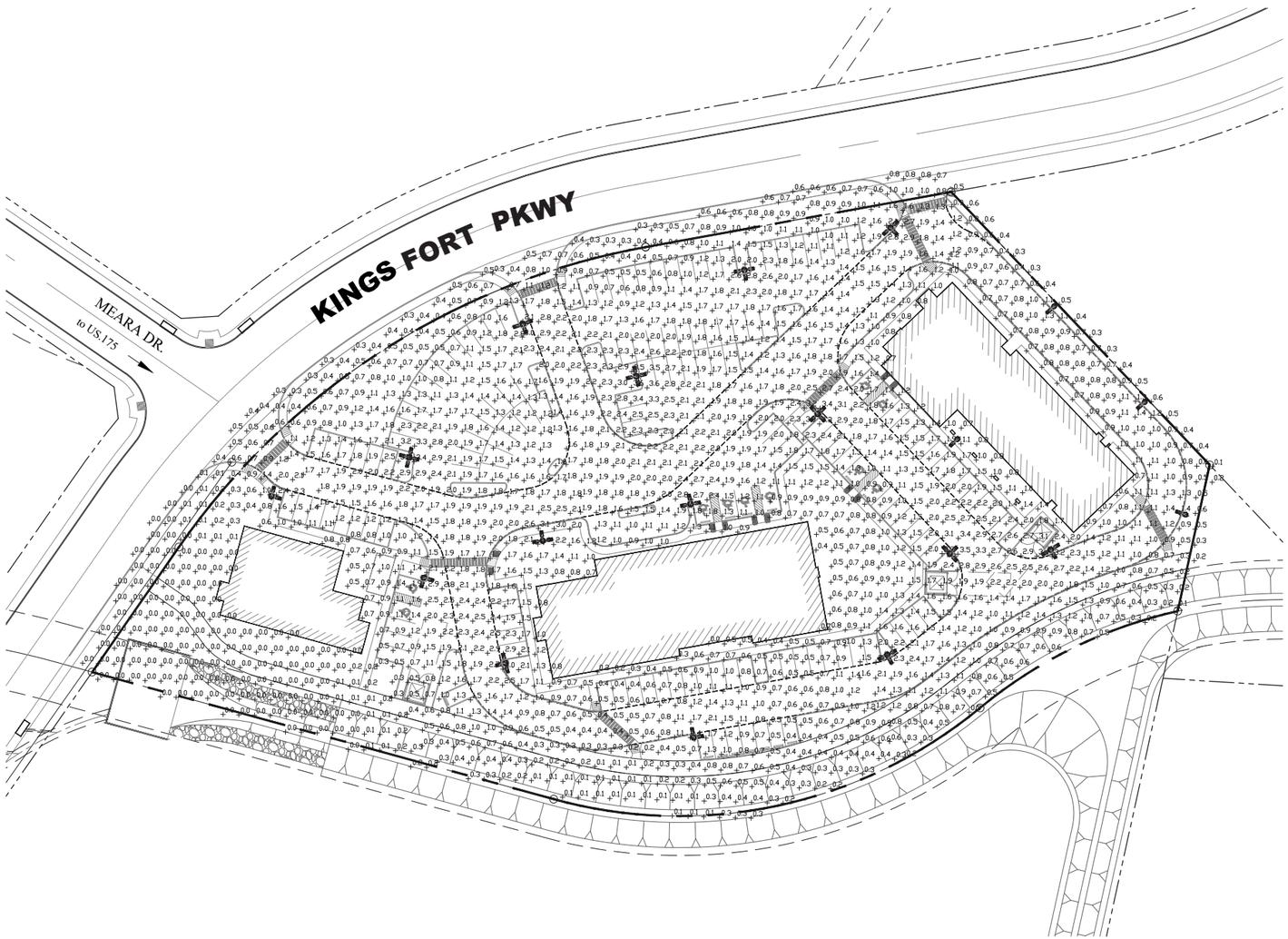
Symbol	Label	Qty	Label	Arrangement	LLF	Description	Arr. Watts
	A	3	KAD LED, 60 LED, 1AMP MVOLT	SINGLE	1.000	1 WAY	248
	B	4	KAD LED, 60 LED, 1AMP MVOLT	2 HEADS	1.000	90 DEGREE	496
	C	6	KAD LED, 60 LED, 1AMP MVOLT	3 HEADS	1.000	BACK-BACK	744
	D	3	KAD LED, 60 LED, 1AMP MVOLT	4 HEADS	1.000	360 DEGREE	992

PLAN 1

1,309 points at z=0, sp 10ft by 10ft
HORIZONTAL FOOTCANDLES

Average	1.4
Maximum	3.6
Minimum	0.1
Avg:Min	N/A
Max:Min	N/A
UnifGrad	N/A

40 20 0 40
SCALE FEET



"DANGER"
811
(@ LEAST 72 HRS PRIOR TO DIGGING)

CIVIL SET

REVISION

NO.	DATE	BY

REMARK:
REVISION CLOUD MAY NOT APPEAR ON ALL DRAWING SHEETS.

SITE LIGHTING PLAN

FOR
MULTI-USES DEVELOPMENT
KINGS FORT ADDITION
CITY OF KAUFMAN TEXAS

OWNER/ DEVELOPER
MYRISH HOSPITALITY LLC.
4845 EMPIREWAY
IRVING TEXAS 75038
(318) 655-2583

10.07.22

ASA ENGINEERING
17819 DAVENPORT ROAD, SUITE 215
DALLAS, TEXAS 75252
(972) 248-9651 FAX (972) 248-9681
TX. T.B.P.E. REGISTRATION # F-006974
T.B.P.L.S. FIRM REGISTRATION # 10043
ENGINEER OF RECORD

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

PROJECT NO. 22240.KFH

DATE: 10/07/2022

SHEET: **SL-1.0**

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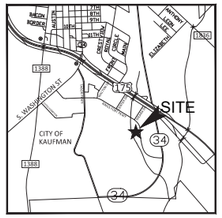
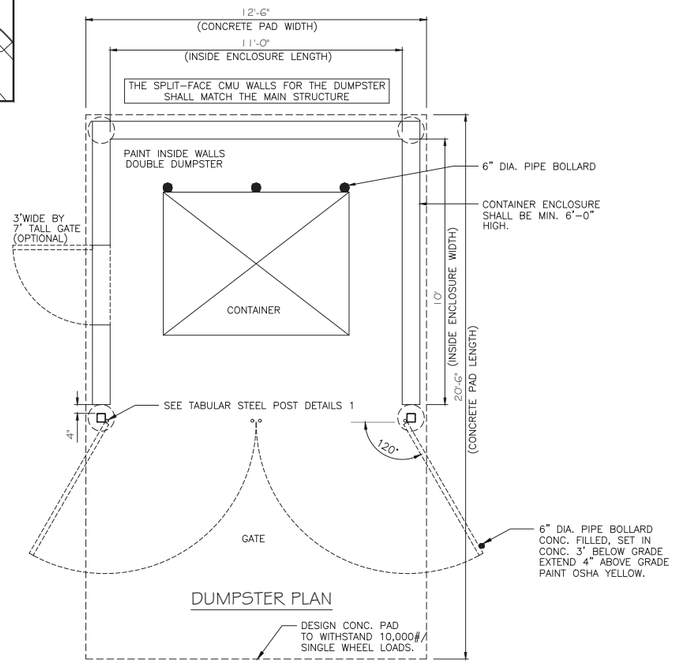
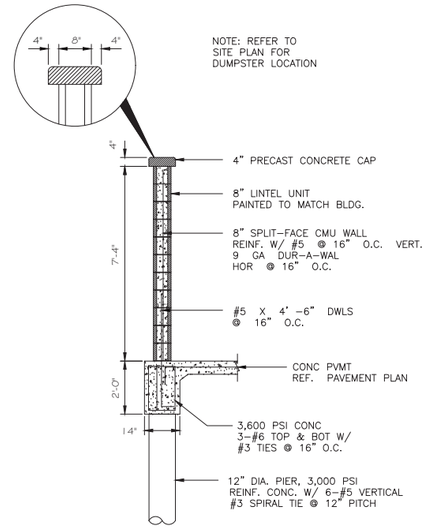


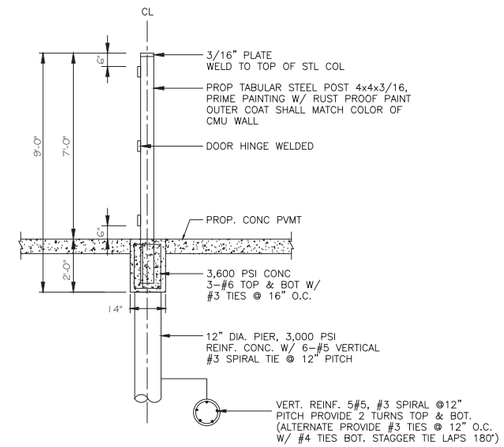
LOCATION MAP
1:4000



DUMPSTER PLAN

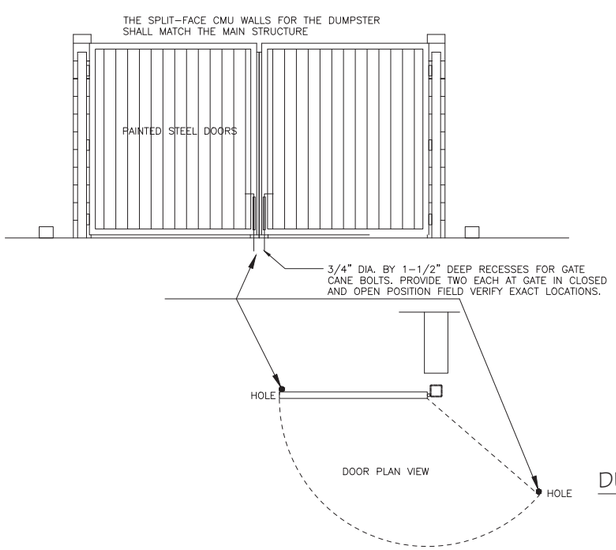


DUMPSTER SECTION

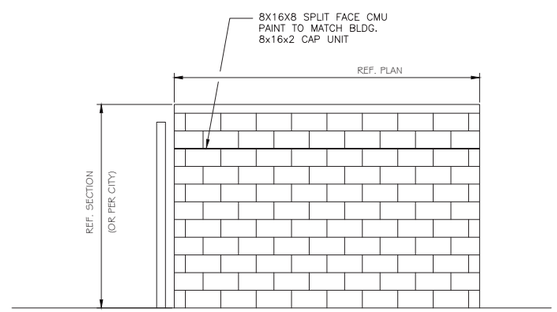


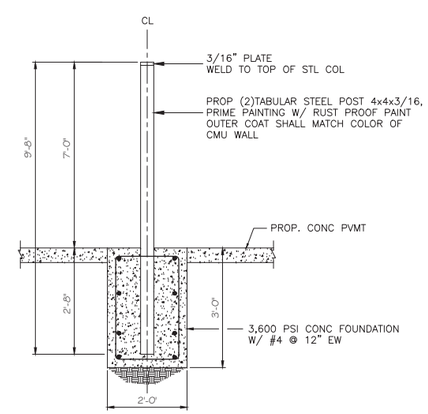
BALLARD DETAILS

TABULAR STEEL POST DETAILS 1
N.T.S



DUMPSTER ENCLOSURE DETAILS
N.T.S





TABULAR STEEL POST DETAILS 2
N.T.S

"DANGER"
811
(@ LEAST 72 HRS PRIOR TO DIGGING)

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CIVIL SET

REVISION

NO.	DATE	BY

REMARK:
REVISION CLOUD MAY NOT APPEAR ON ALL DRAWING SHEETS.

DUMPSTER DETAILS

FOR
MULTI-USES DEVELOPMENT
KINGS FORT ADDITION
CITY OF KAUFMAN TEXAS

OWNER/ DEVELOPER
MYRISH HOSPITALITY LLC.
4845 EMPIREWAY
IRVING TEXAS 75038
(318) 865-2583

STATE OF TEXAS
PATRICK SIMPERT
40250
PROFESSIONAL ENGINEER
10.07.22

ASA ENGINEERING
17819 DAVENPORT ROAD, SUITE 215
DALLAS, TEXAS 75252
(972) 248-9651 FAX (972) 248-9681
TX. T.B.P.E. REGISTRATION # F-006974
T.B.P.L.S. FIRM REGISTRATION # 100433
ENGINEER OF RECORD

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

PROJECT NO. 22240.KFH

DATE: 10/07/2022

SHEET: C-7.0

Meeting Date: 10/24/2022 | **Date: 10/12/2022** | **Item #: 14.** | **Dept.: Development Services**

PZ Item

SUBJECT:

Consider and take appropriate action on the **Site Plan of J.R. Phillips Elementary School**, situated on approximately 85.213 acres of land out of the W.M. Peters Survey, Abstract No. 407, City of Kaufman, and being located on the north side of SH 243 and the west side of FM 2727 (Property ID 187223 & 51233). The property is zoned A-O Agriculture-Open District. (Case No. SP-01-22)

BACKGROUND:

See the attached October 4, 2022 Planning and Zoning Commission Report and attachments.

Author:
Andrew Bogda, Planning Manager

Reviewed:
Mike Slye, City Manager

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

Recommendation: On October 4, 2022, the Planning and Zoning Commission recommended approval, by a vote of 6-0, of the Site Plan of J.R. Phillips Elementary School.

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

Planning and Zoning Commission Report

Meeting Date: October 4, 2022

SUBJECT: Consider and make a recommendation to City Council on the **Site Plan of J.R. Phillips Elementary School**, situated on 85.213 acres out of the W.M. Peters Survey, Abstract No. 407, City of Kaufman, said property being located on the north side of SH 243 and the west side of FM 2727 (Property ID 187223 & 51233). The property is zoned A-O Agriculture-Open District. (Case No. SP-01-22)

BACKGROUND/SUMMARY:

The subject property includes 85.213 acres located on the north side of SH 243 and the west side of FM 2727. In May 2021, the property was annexed and zoned to accommodate future development of a school campus. Since that time, City staff have been working diligently with the applicant on plans to extend and improve off-site infrastructure to serve the property, as well as a nearby proposed residential development. A site plan has been prepared for Phillips Elementary School, which is to be the initial development on the site. Future plans could include a middle school and other buildings.

The elementary school will be situated on the southwestern portion of the property. Along the western and northern boundaries of the property, new collector roads will be built, tentatively labeled as Street A (western boundary) and Street B (northern boundary). Each street will have a right-of-way width of 60' and a paved width of 37'. Street A will also serve the future City parkland to the west and will extend across SH 243 to serve a proposed residential development to the south. Off-site intersection improvements (turn lanes) are also planned at the intersections of SH 243 & Street A, SH 243 & FM 2727, and FM 2727 & Street B. Future signal improvements are likely at the intersections of SH 243 & Street A and SH 243 & FM 2727.

The school will be served by an internal driveway system with three points of access off Street A. Future drive extensions to the east will be made as additional buildings are developed on the property. Parking areas will be located on the north and south sides of the building, with the parent drop-off area located on the south side. Per the City requirements for a school building with up to 800 students, 54 parking spaces would be required. 195 parking spaces will be provided, far exceeding the requirements. However, it should be noted that the parking will also allow for some overflow parking for the future City park to the west. In addition, unlike the existing elementary campuses where on-street parking is readily available and where it is easier to walk to school, this campus' location will require the vast majority of parents, teachers, and visitors to drive and for adequate off-street parking to be provided, necessitating the additional parking.

A pedestrian sidewalk will be constructed along the east side of Street A, with three internal sidewalk connections to the building and parking areas, and sidewalks around the building to allow for easier pedestrian access from one side of the building to the other.

The building will have a footprint size of 58,140 sq. ft. and will be two stories, with a total floor area of 89,550 sq. ft. The overall height of the building will be 39'. Floor plans have been provided, showing the gymanisum, cafetorium, and art, music, and science rooms on the north side of the building, with the media center in the middle, and the offices and classrooms on the south side of the building; first and second grade classrooms will be on the ground floor and the third, fourth, and fifth grade classrooms will be on the second floor. A fenced, outdoor play area will be located on the east-central side of the school, flanked by both building wings. The service area will be located on the northeast corner of the building; the trash enclosure, grease trap, and transformers will all be located in this area.

The building elevations show a gray and blue color scheme and include a mix of brick, concrete masonry units, and a metal panel system. Long vertically-oriented windows will be provided around the building and the main entrance to the building will be accentuated by a tower element with abundant windows. The trash enclosure will be screened by a concrete masonry wall to match the building.

The landscape plan shows canopy trees to be provided along Street A, in the parking lot islands, and around the west side of the building. Additional trees will provide shade in the play area and accentuate the southwest side of the southernmost parking lot. In lieu of a screening wall, dense evergreen shrubs will be provided to screen the adjacent residential homes from the school. In addition, dense shrubs will also screen the parking areas from Street A and Drive C. Foundation plantings will accentuate the south side of the building, while ornamental trees will accentuate and provide additional shade along the west and north sides of the building. Various shrubs and groundcover will accentuate the play area, while shrubs will provide screening around ground mechanical equipment and accentuate the monument sign. A detention pond will be located on the southwest side of the building.

In addition to building signage, a monument sign will be provided at the intersection of Street A and Drive C. The monument sign will be setback 24' from Street A and will be 7'-8" in overall height and 15'-4" in overall width. It will include the name of the school, the KISD logo, and a 25 sq. ft. video display screen.

SURROUNDING ZONING AND EXISTING LAND USES:

	Zoning	Existing Land Use
North:	**ETJ**	**Vacant land**
South:	**ETJ**	**Single-family residential homes, vacant land**
East:	**ETJ**	**Single-family residential homes, convenience store/gas station**
West:	**A/O**	**Vacant parkland**

COMPREHENSIVE PLAN:

Land Use Plan:

The 2014 Future Land Use Plan designated the land use of the subject property as Future Low-Density Single-Family Residential. School campuses are generally allowed in any zoning district and elementary schools are generally most appropriate in residential areas. The proposed elementary school in an area designated for low-density single-family residential is therefore consistent with the 2014 Future Land Use Plan.

Thoroughfare Plan:

The Thoroughfare Plan designates SH 243 as a "Type A" Major Arterial" requiring a right-of-way width of 120 feet. FM 2727 is designated as a "Type B" Minor Arterial requiring a right-of-way width of 100 feet. Street A is designated as a "Type D", Minor Collector, requiring a right-of-way width of 60 feet. An additional "Type D" Minor Collector (right-of-way width of 60 feet) between Street A and FM 2727 is shown on the Thoroughfare Plan and Street B provides for this connection.

RECOMMENDATION:

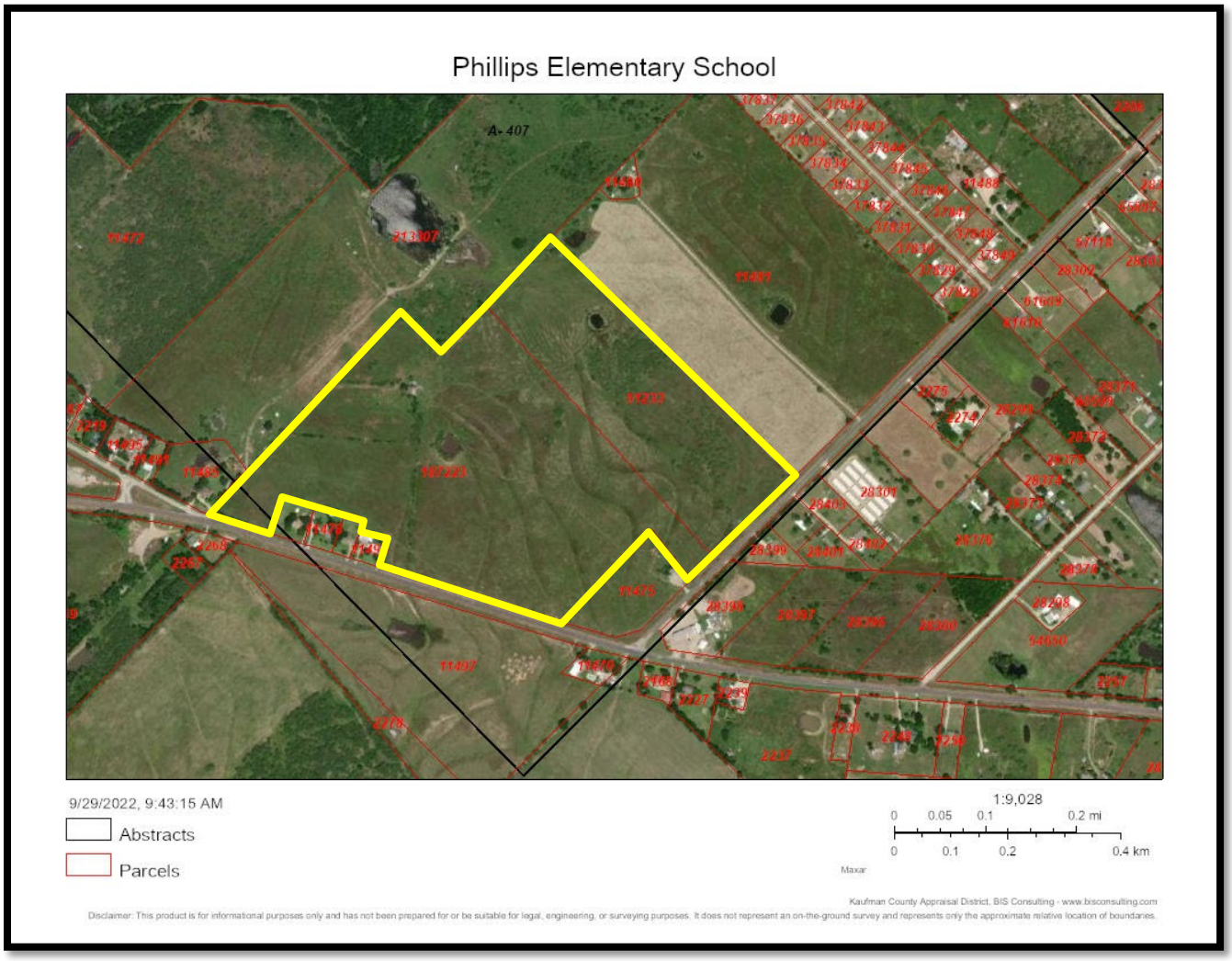
Staff recommends approval of the Site Plan for Phillips Elementary School.

ATTACHMENTS:

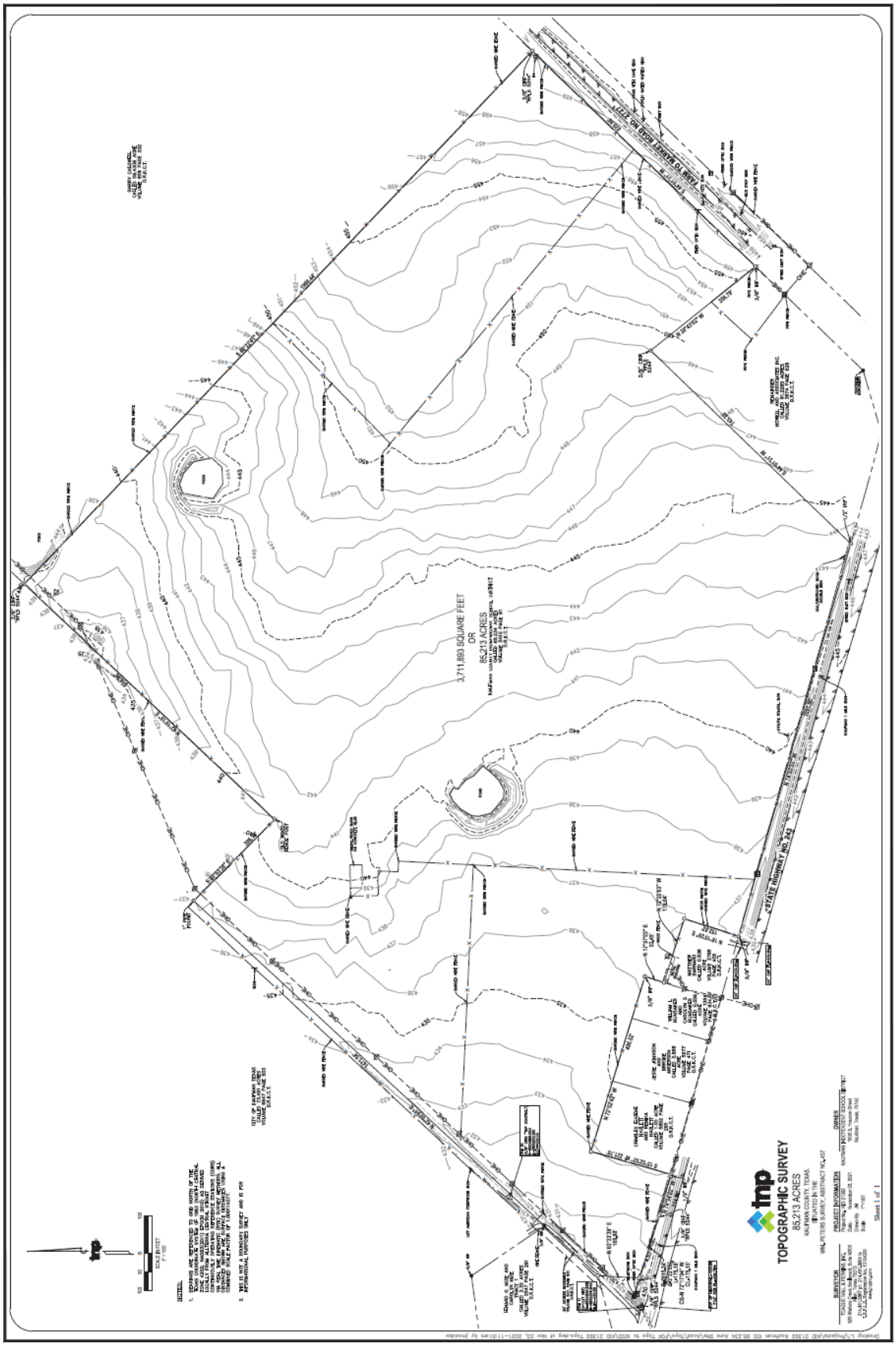
1. Location Map
2. Survey
3. Overall Project Plan
4. Site Plan
5. Site Plan Details
6. Floor Plans
7. Mechanical Plan
8. Plumbing Plan
9. Exterior Elevations
10. Landscape Plan

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

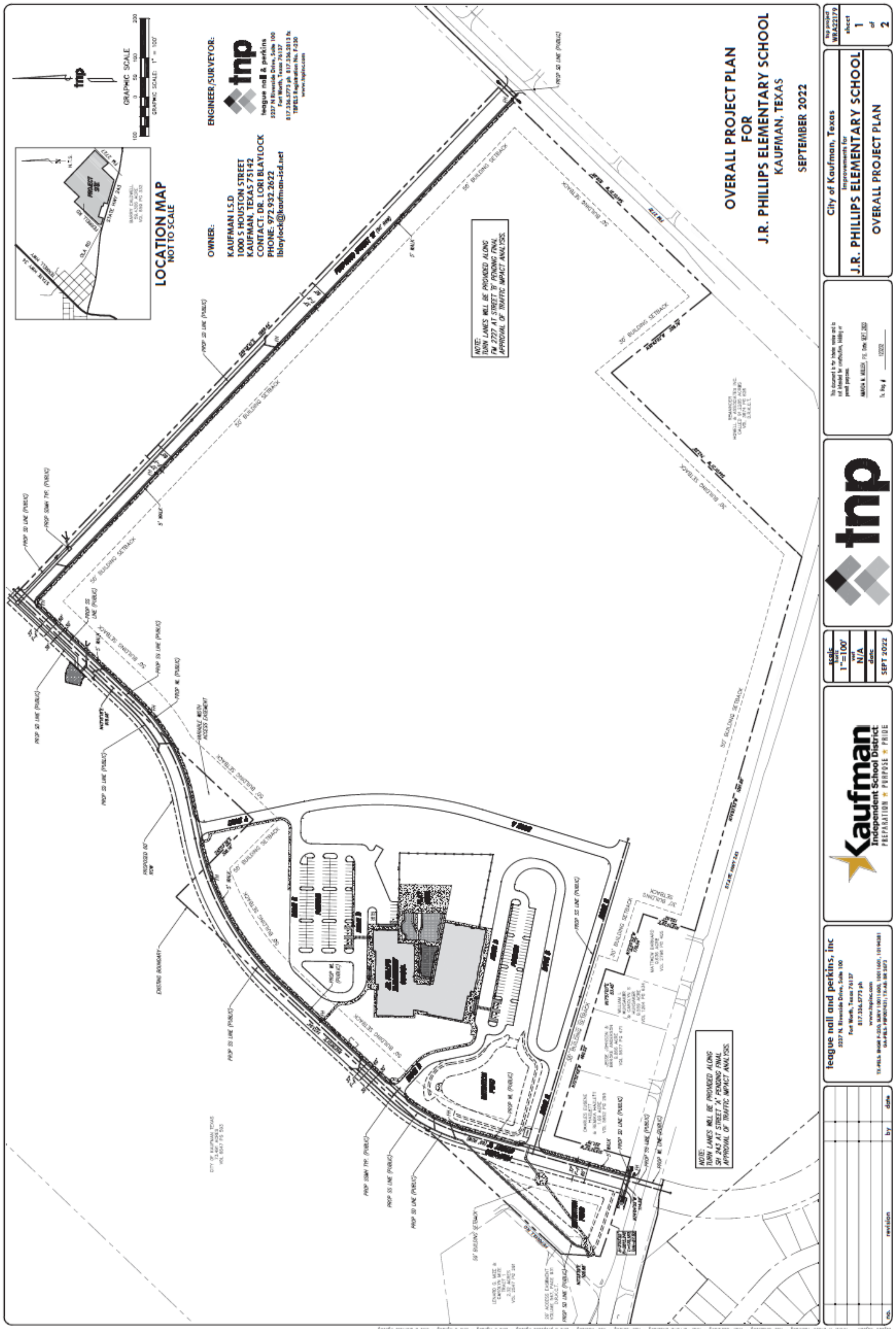
Location Map



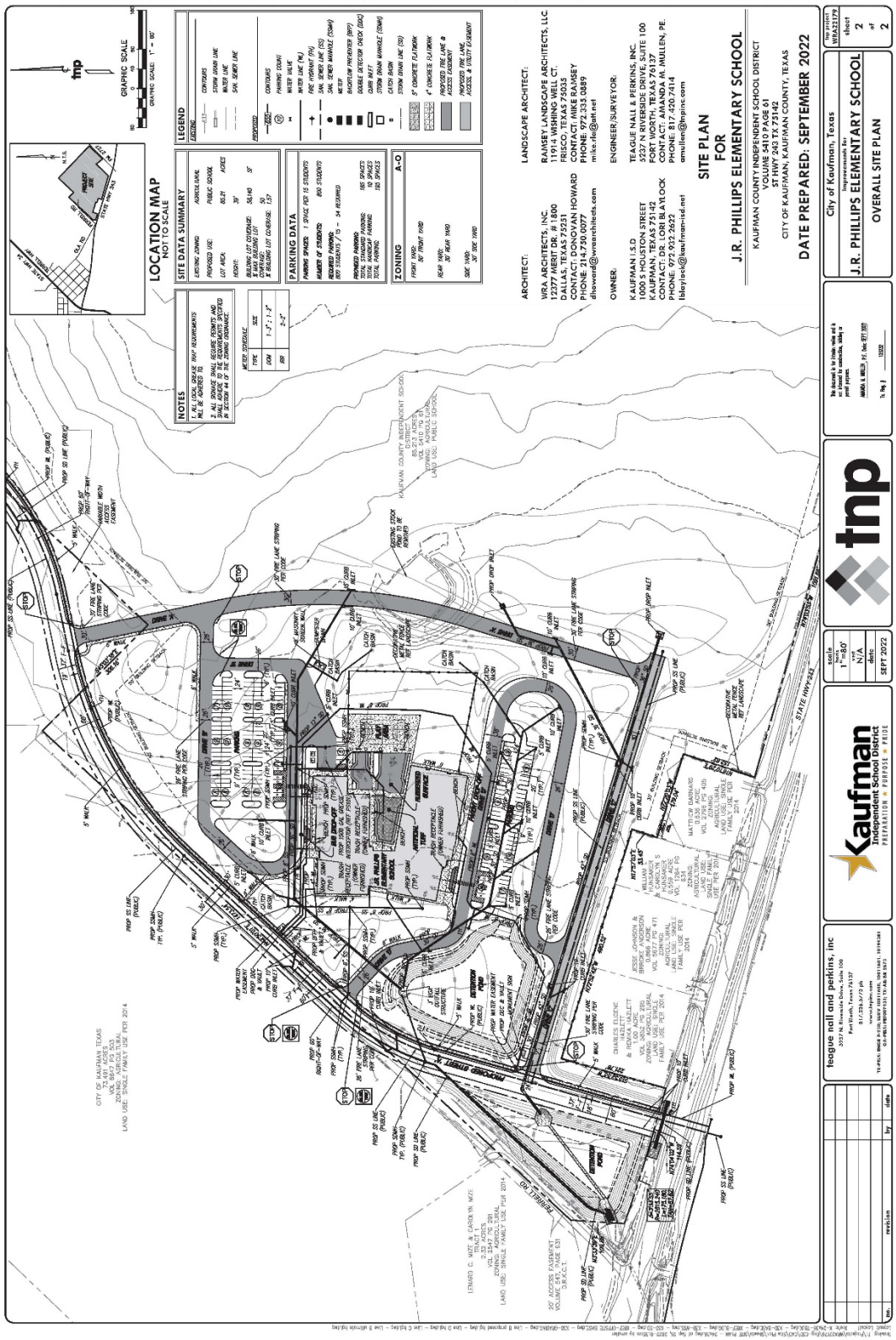
Survey


TOPOGRAPHIC SURVEY
85.213 ACRES
KAUFMAN COUNTY, TEXAS
3,711,893 SQUARE FEET
OR
85.213 ACRES
STATE HIGHWAY NO. 243
SURVEYOR
PROJECT INFORMATION
OWNER
NOTES:
1. BEARINGS ARE REFERENCED TO 2002 NORTH OF THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83 CSCS). DISTANCES ARE REPORTED IN SURVEY FEET (SURFACE) (SCALE FROM ALTERNA GLOBAL FIELD SOFTWARE). COORDINATES ARE REPORTED IN SURVEY FEET (GRID) USING THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83) NORTH CENTRAL ZONE (4202) WITH COMBINED SCALE FACTOR OF 1.00011107.
2. THIS IS NOT A BOUNDARY SURVEY AND IS FOR TOPOGRAPHICAL PURPOSES ONLY.

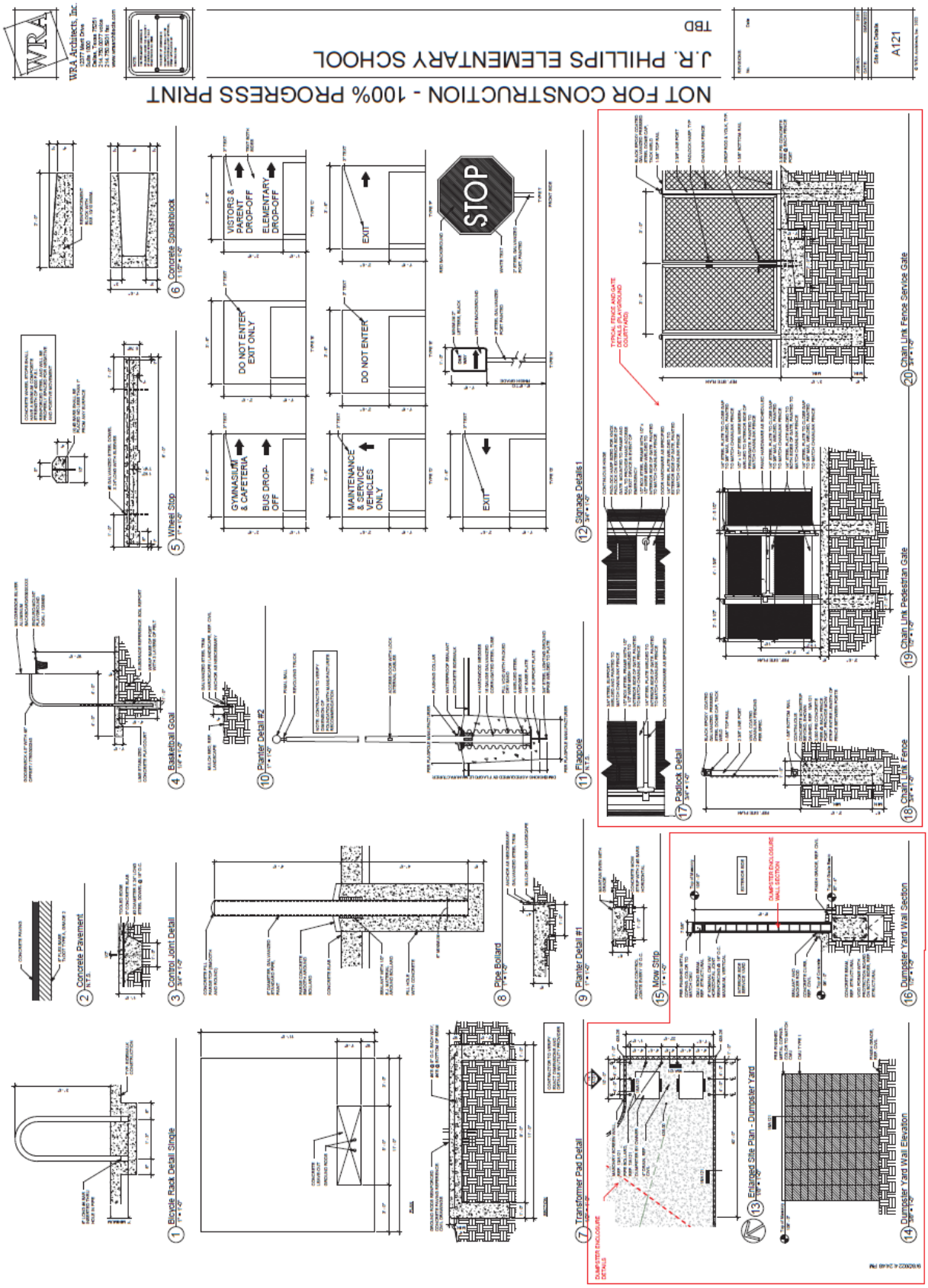
Overall Project Plan



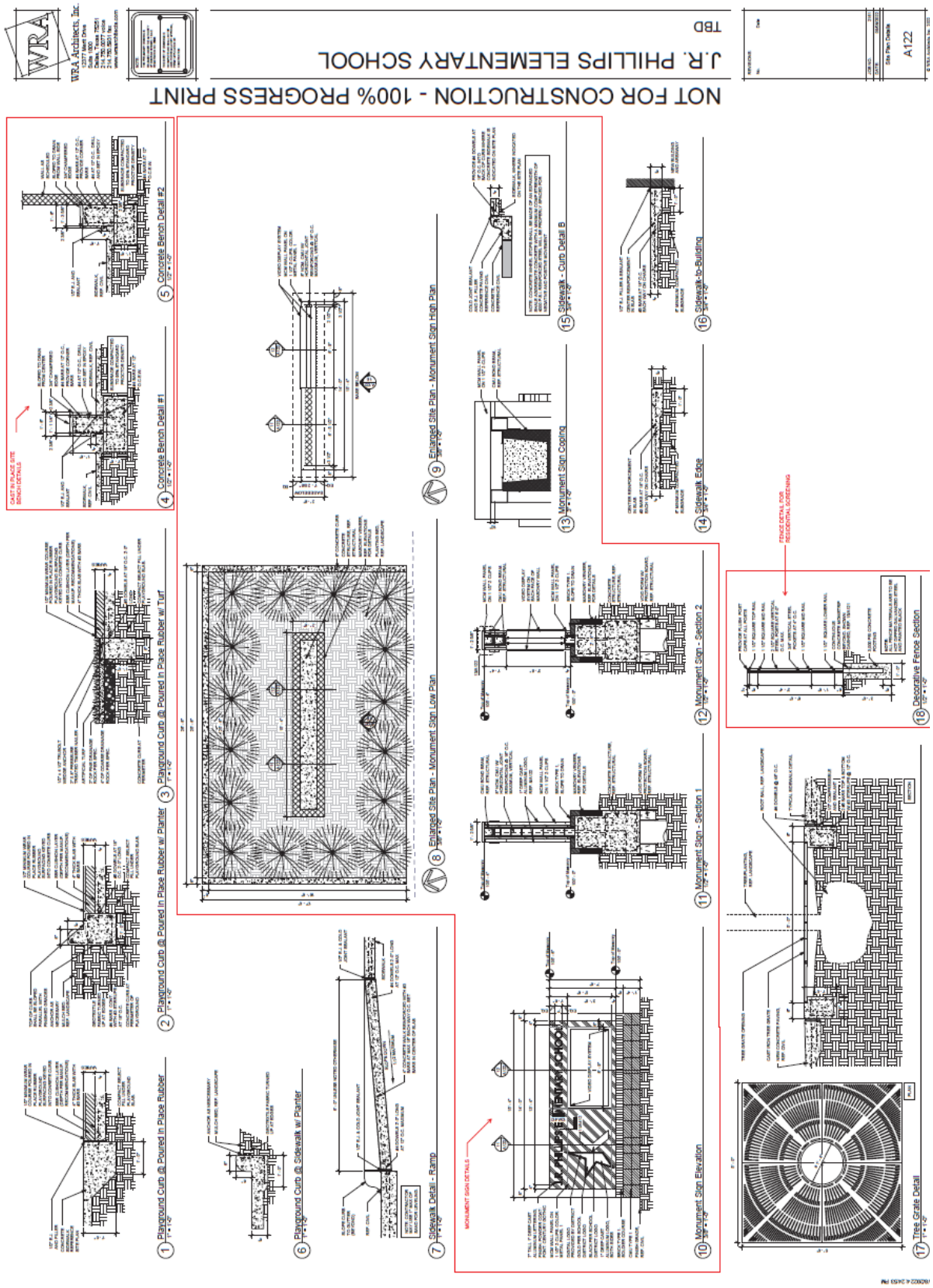
Site Plan


LOCATION MAP
NOT TO SCALE
SITE DATA SUMMARY
PARKING DATA
ZONING
A-O
LEGEND
NOTES
ARCHITECT:
VRA ARCHITECTS, INC.
12377 MERIT DR. # 1000
DALLAS, TEXAS 75251
CONTACT: DONOVAN HOWARD
PHONE: 214.750.0077
dhoward@vraarchitects.com
LANDSCAPE ARCHITECT:
RAMSEY LANDSCAPE ARCHITECTS, LLC
11914 WISHING WELL CT.
FRISCO, TEXAS 75035
CONTACT: MIKE RAMSEY
PHONE: 972.333.0889
mike.r@alt.net
OWNER:
KAUFMAN I.S.D
1000 S HOUSTON STREET
KAUFMAN, TEXAS 75142
CONTACT: DR. JOHN BAYLOCK
PHONE: 972.932.2602
bbaylock@kaufman-isd.net
ENGINEER/SURVEYOR:
TEAGUE NALL & PERKINS, INC.
5237 N RIVERSIDE DRIVE, SUITE 100
FORT WORTH, TEXAS 76137
CONTACT: MARK A. MULLEN, PE.
PHONE: 817.420.7241
amullen@tnpinc.com
SITE PLAN
FOR
J.R. PHILLIPS ELEMENTARY SCHOOL
KAUFMAN COUNTY INDEPENDENT SCHOOL DISTRICT
VOLUME 5410 PAGE 61
ST HWY 243 TX 75142
CITY OF KAUFMAN, KAUFMAN COUNTY, TEXAS
DATE PREPARED: SEPTEMBER 2022
City of Kaufman, Texas
J.R. PHILLIPS ELEMENTARY SCHOOL
OVERALL SITE PLAN
sheet 2 of 2
Kaufman Independent School District
teague nall and perkins, inc
SEPT 2022

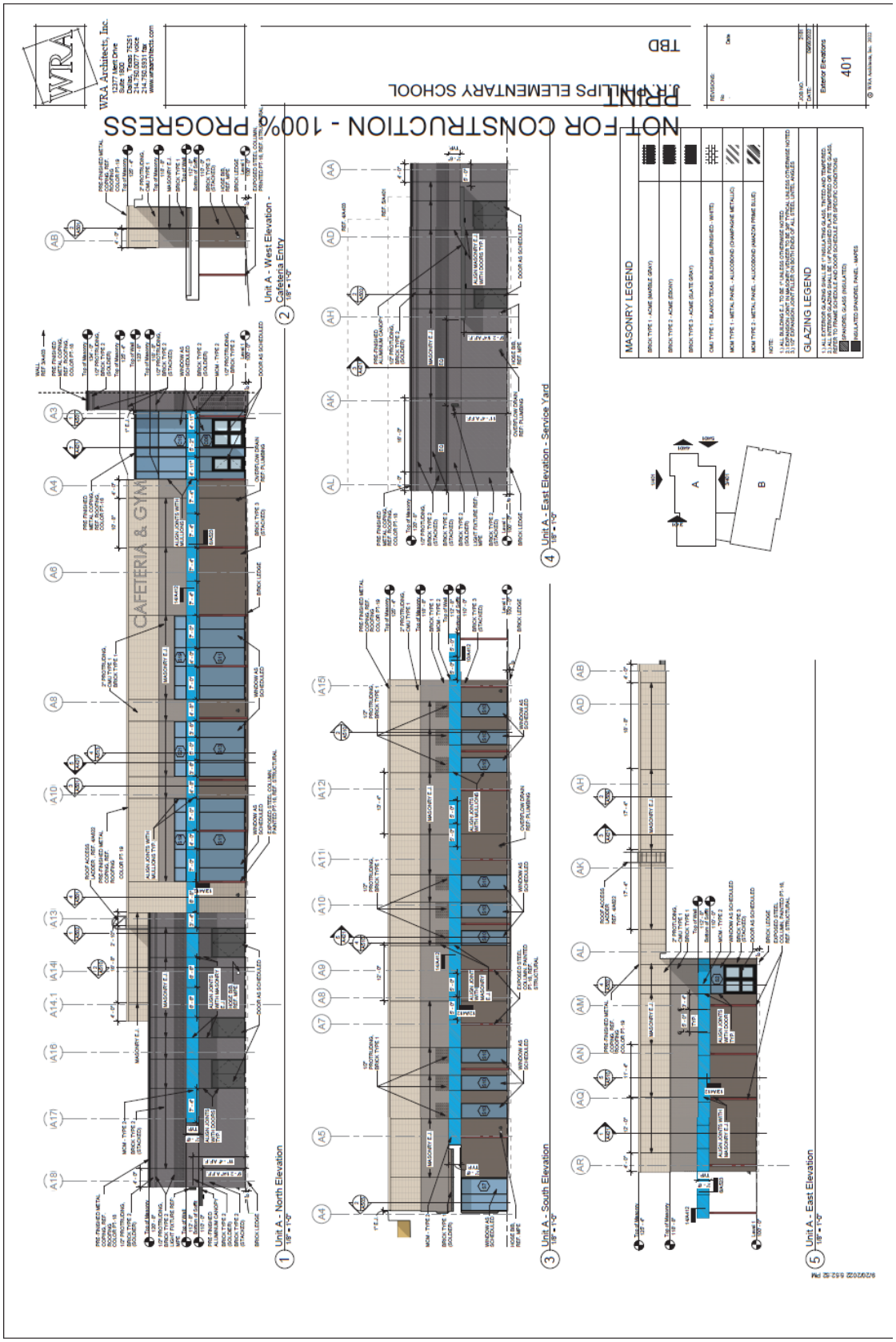
Site Plan Details



Site Plan Details



Exterior Elevations



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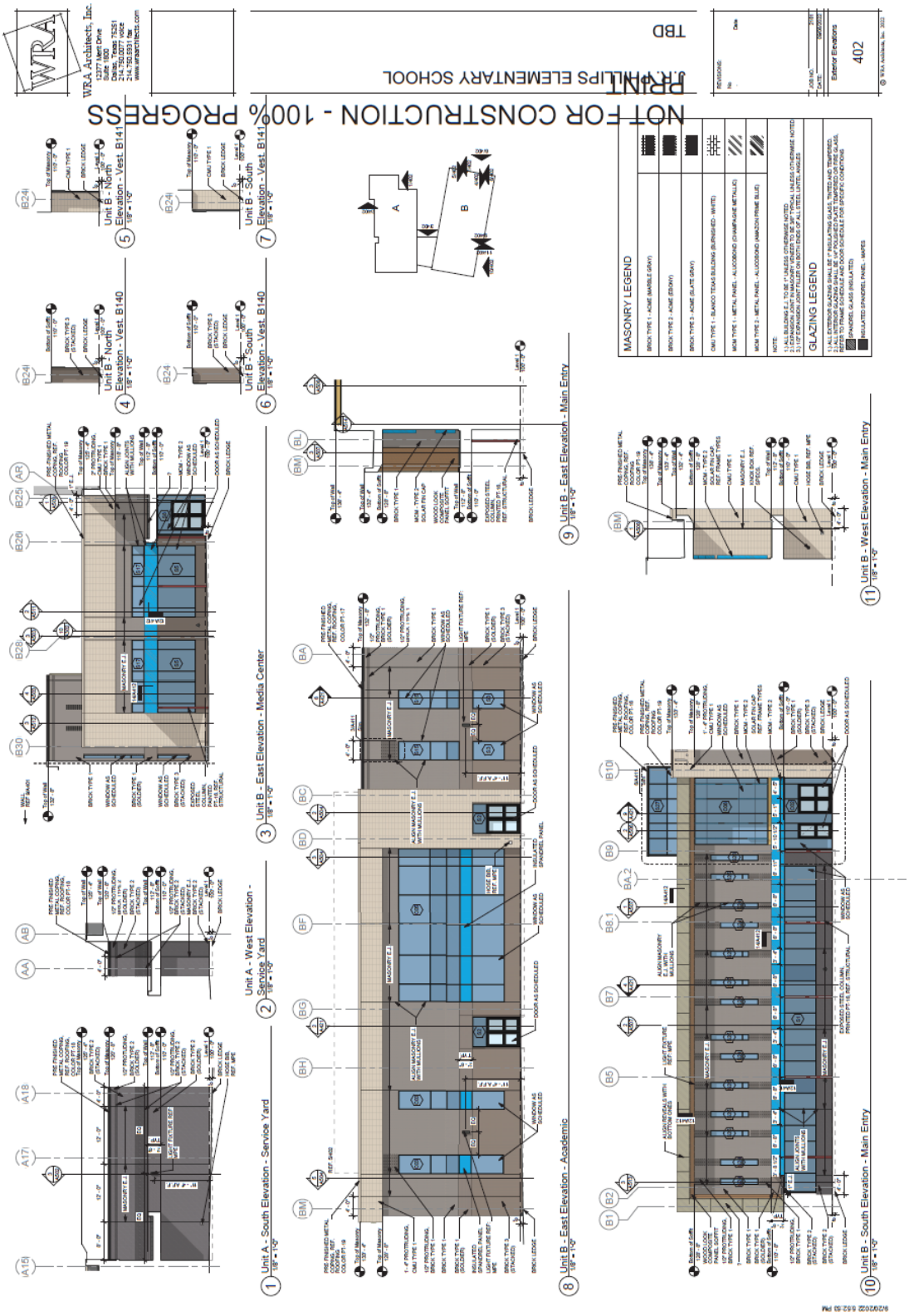

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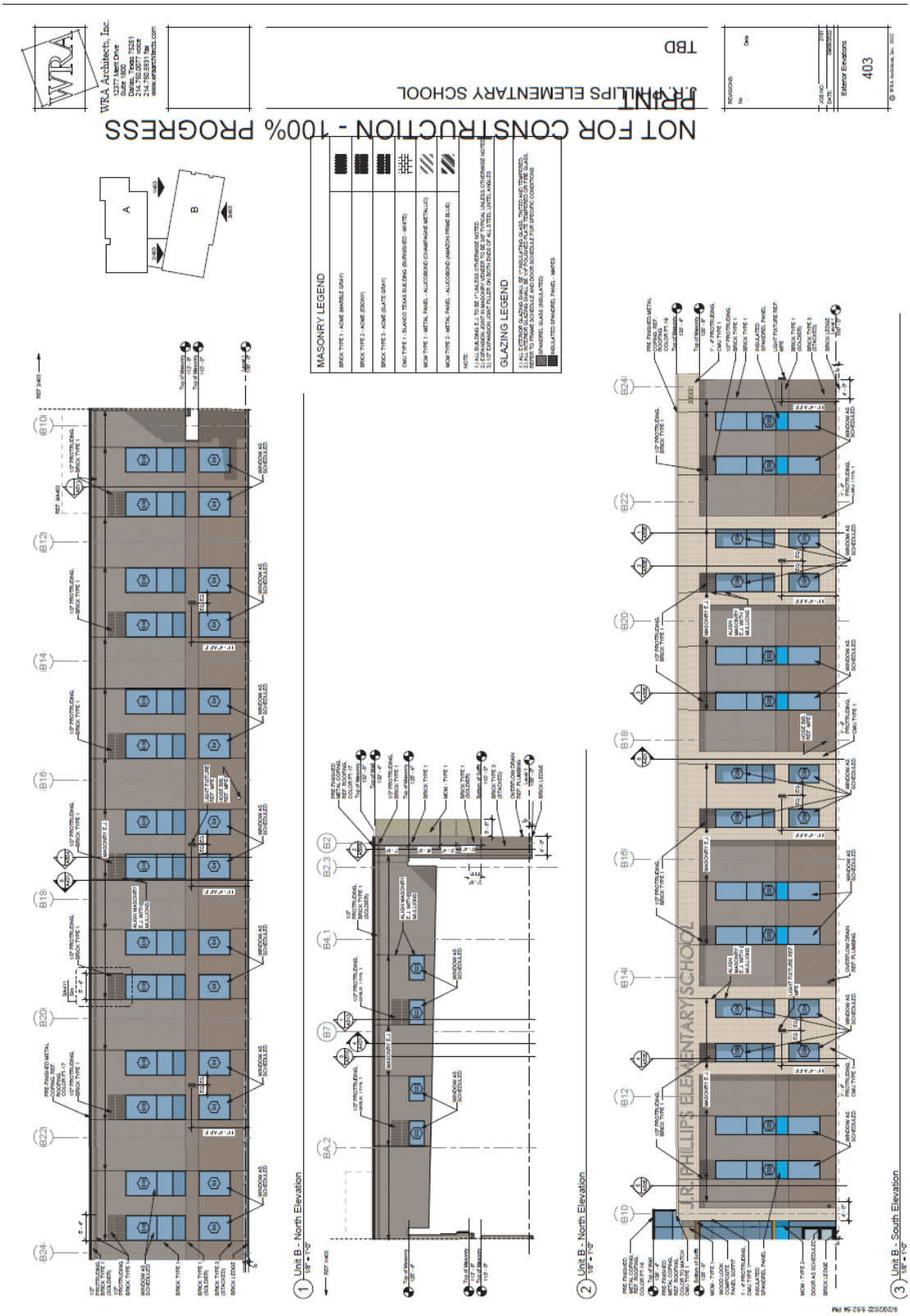

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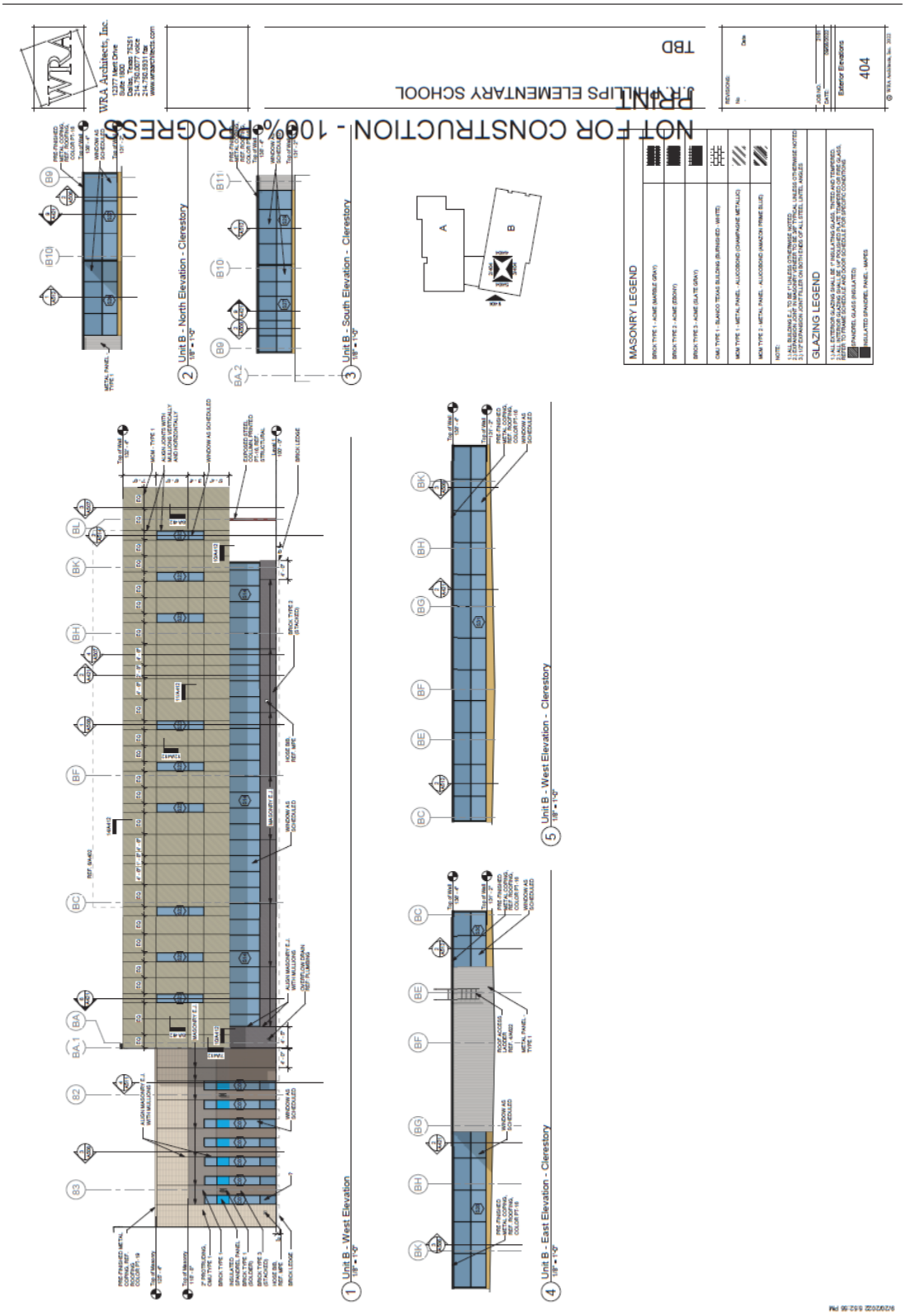
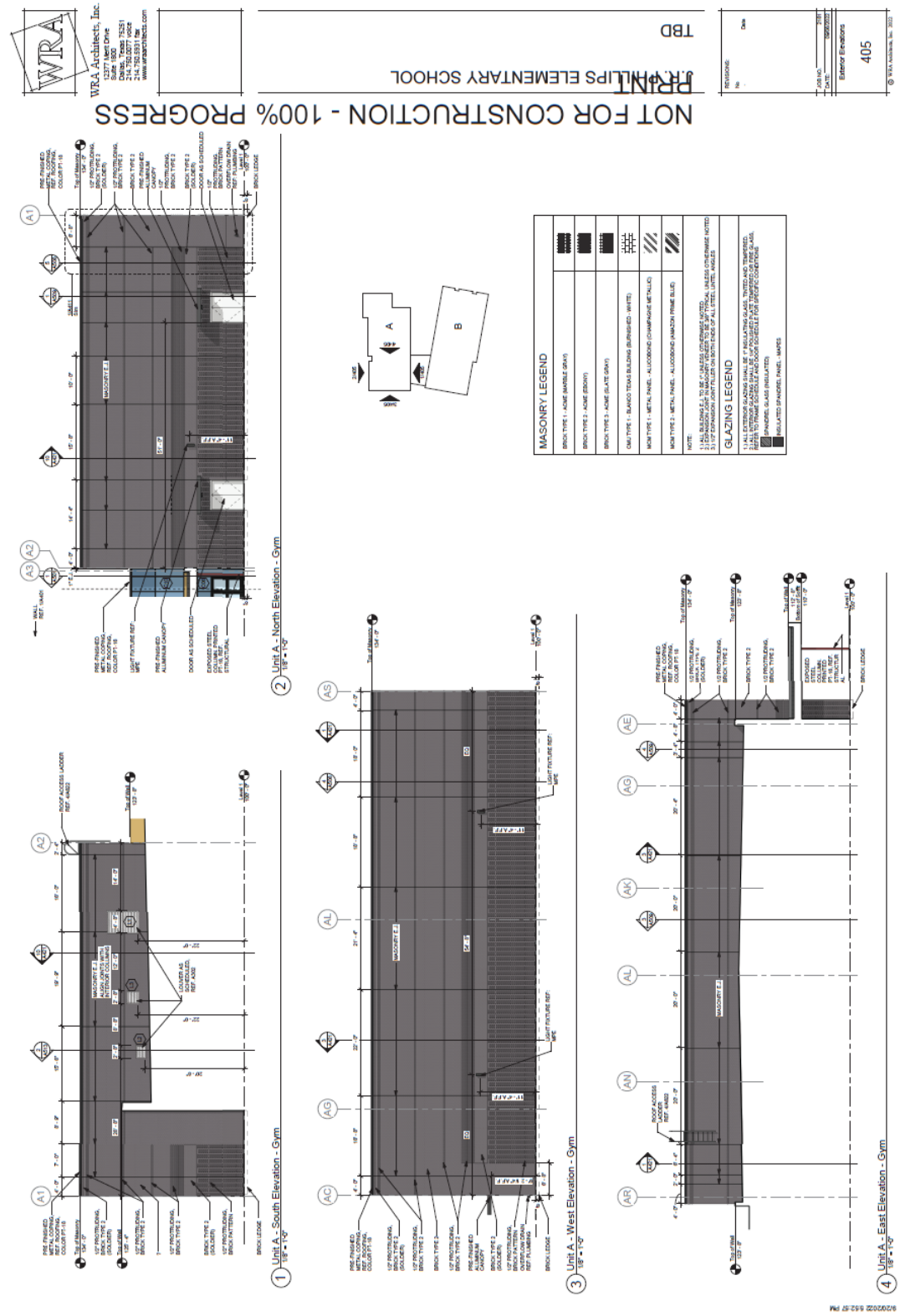
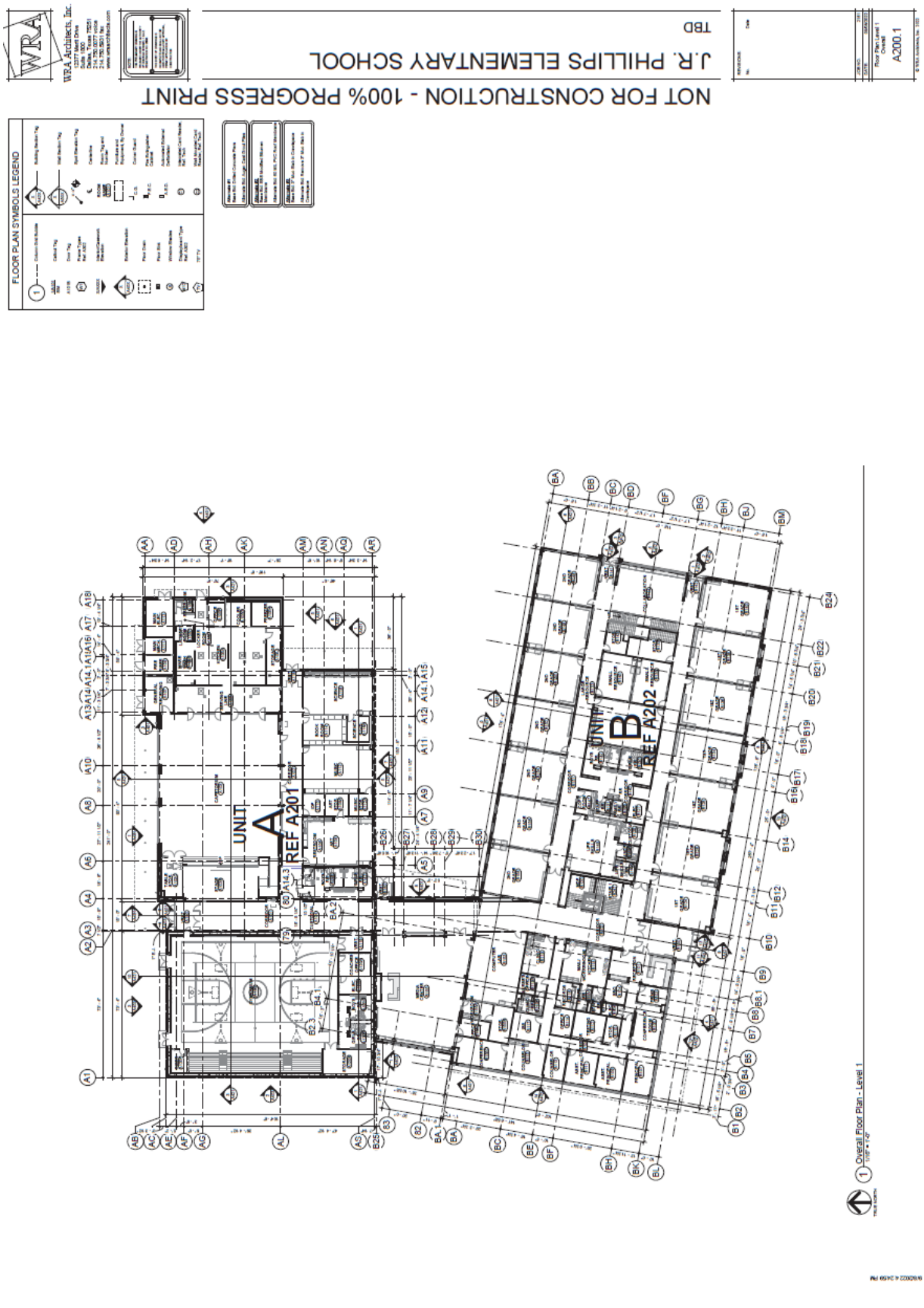


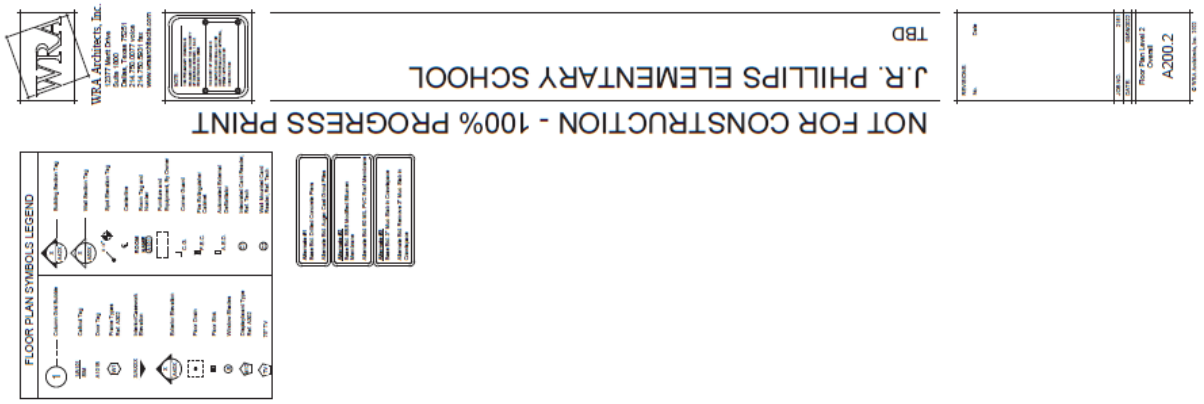
Exterior Elevations



Floor Plans


NOT FOR CONSTRUCTION - 100% PROGRESS PRINT
J.R. PHILLIPS ELEMENTARY SCHOOL
TBD
FLOOR PLAN SYMBOLS LEGEND
UNIT A
REF A201
UNIT B
REF A202
1 Overall Floor Plan - Level 1

Floor Plans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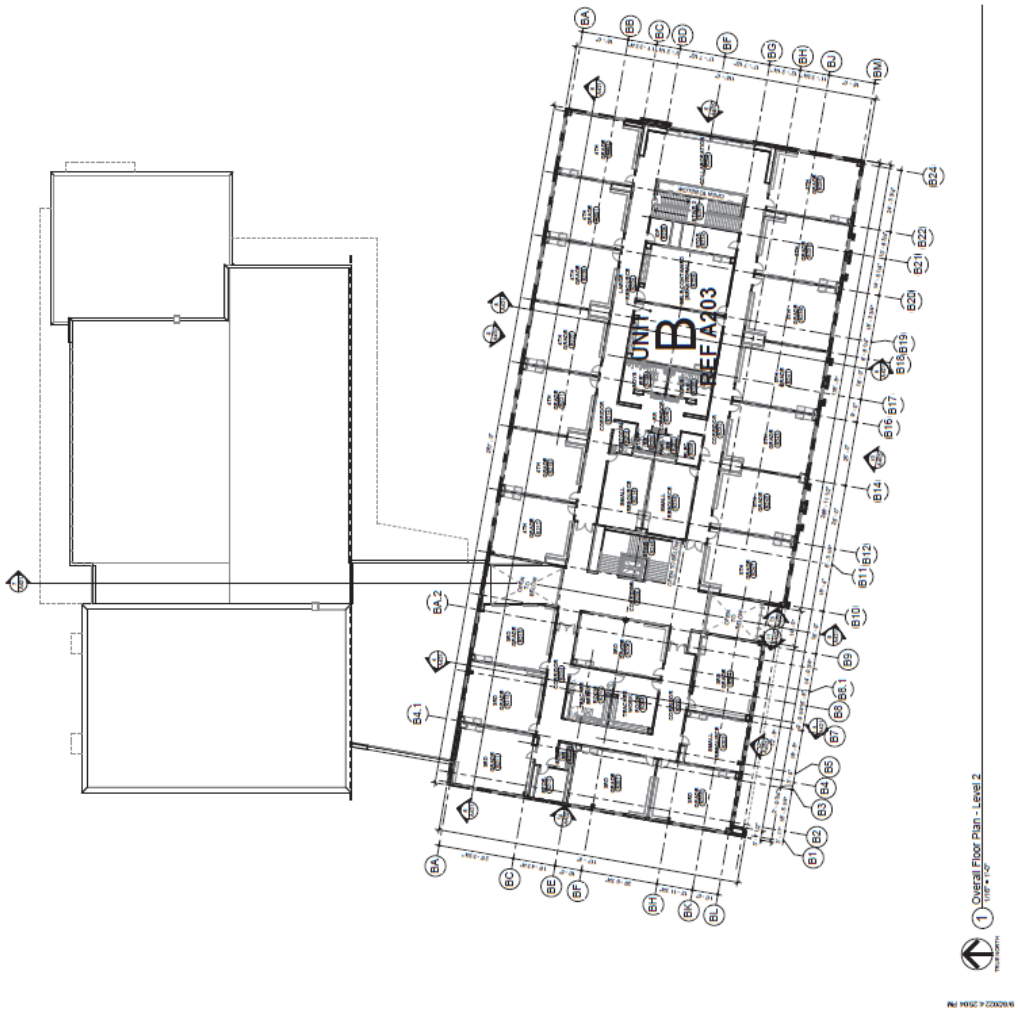
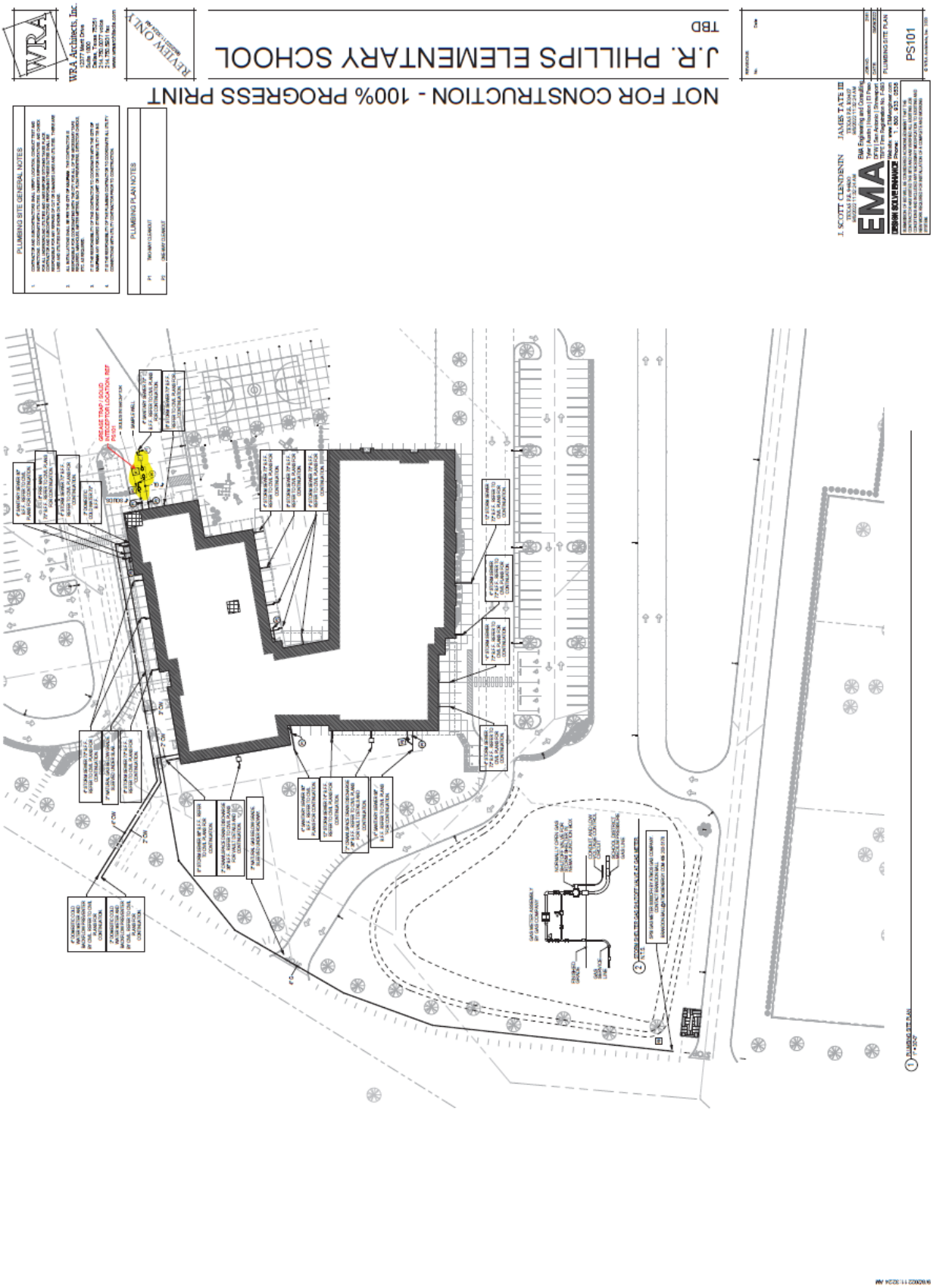
J.R. PHILLIPS ELEMENTARY SCHOOL
TBD
WRA Architects, Inc.
FLOOR PLAN SYMBOLS LEGEND
A200.2


UNIT B
REF A203
1 Overall Floor Plan - Level 2

Mechanical Plan

Plumbing Plan



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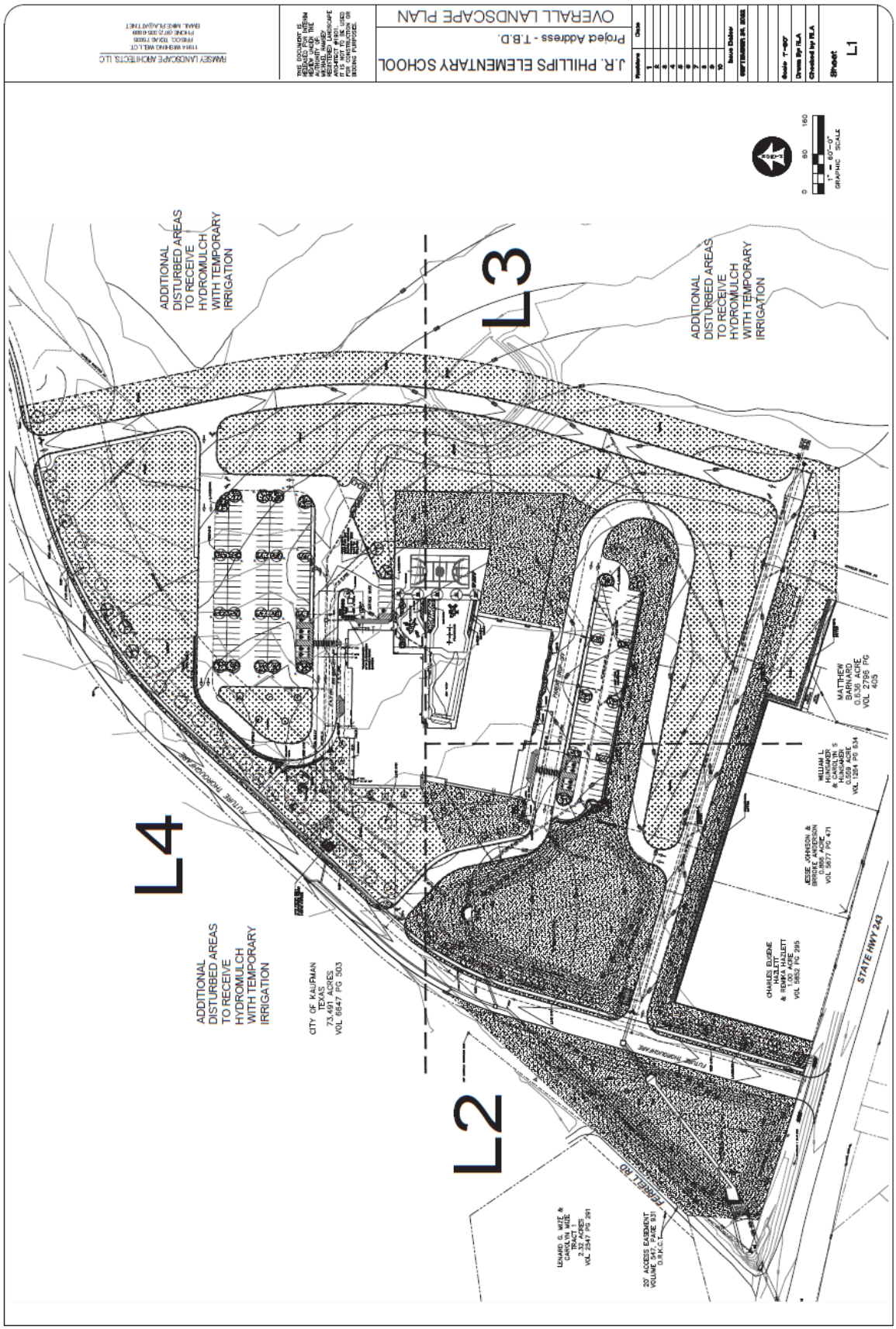

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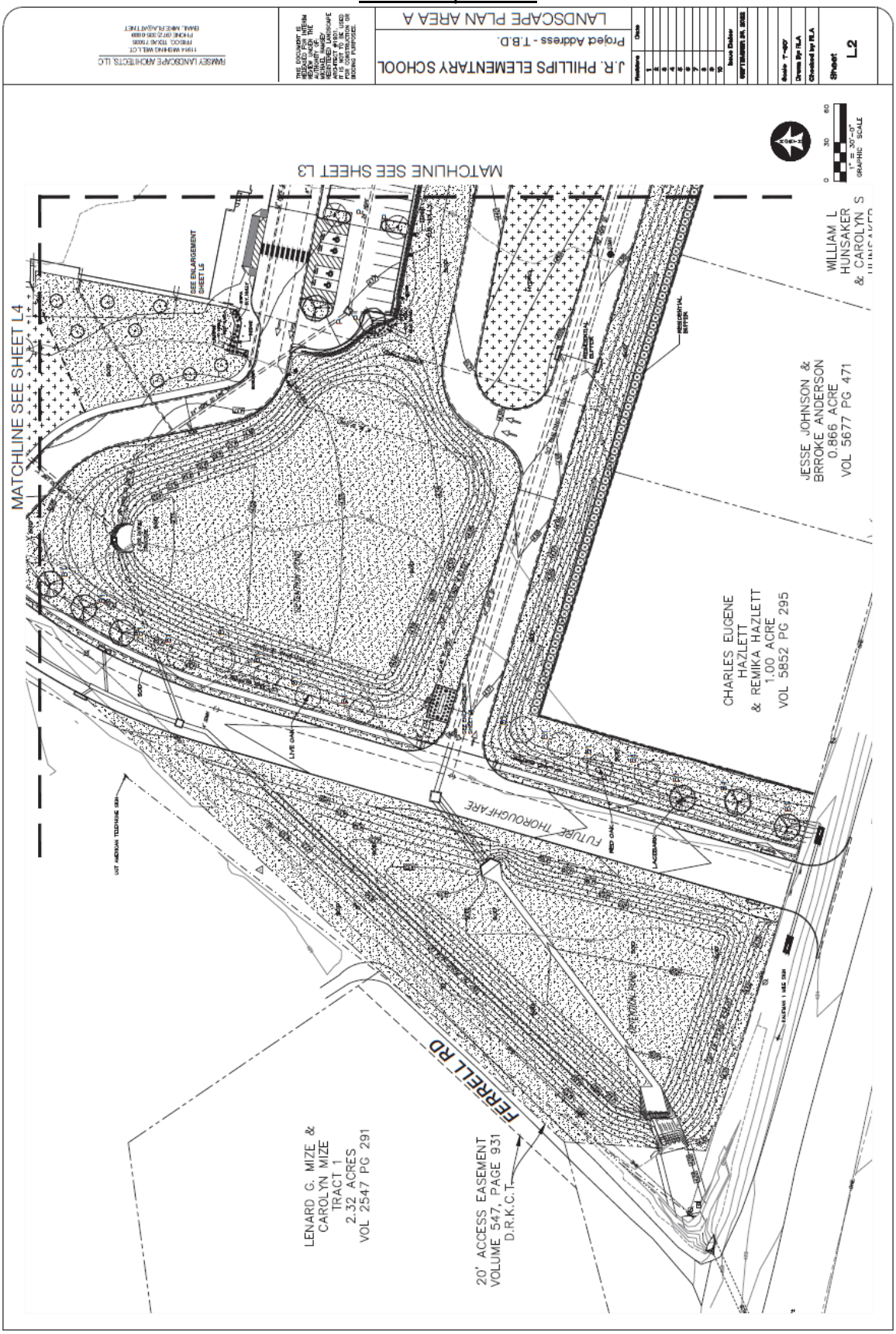

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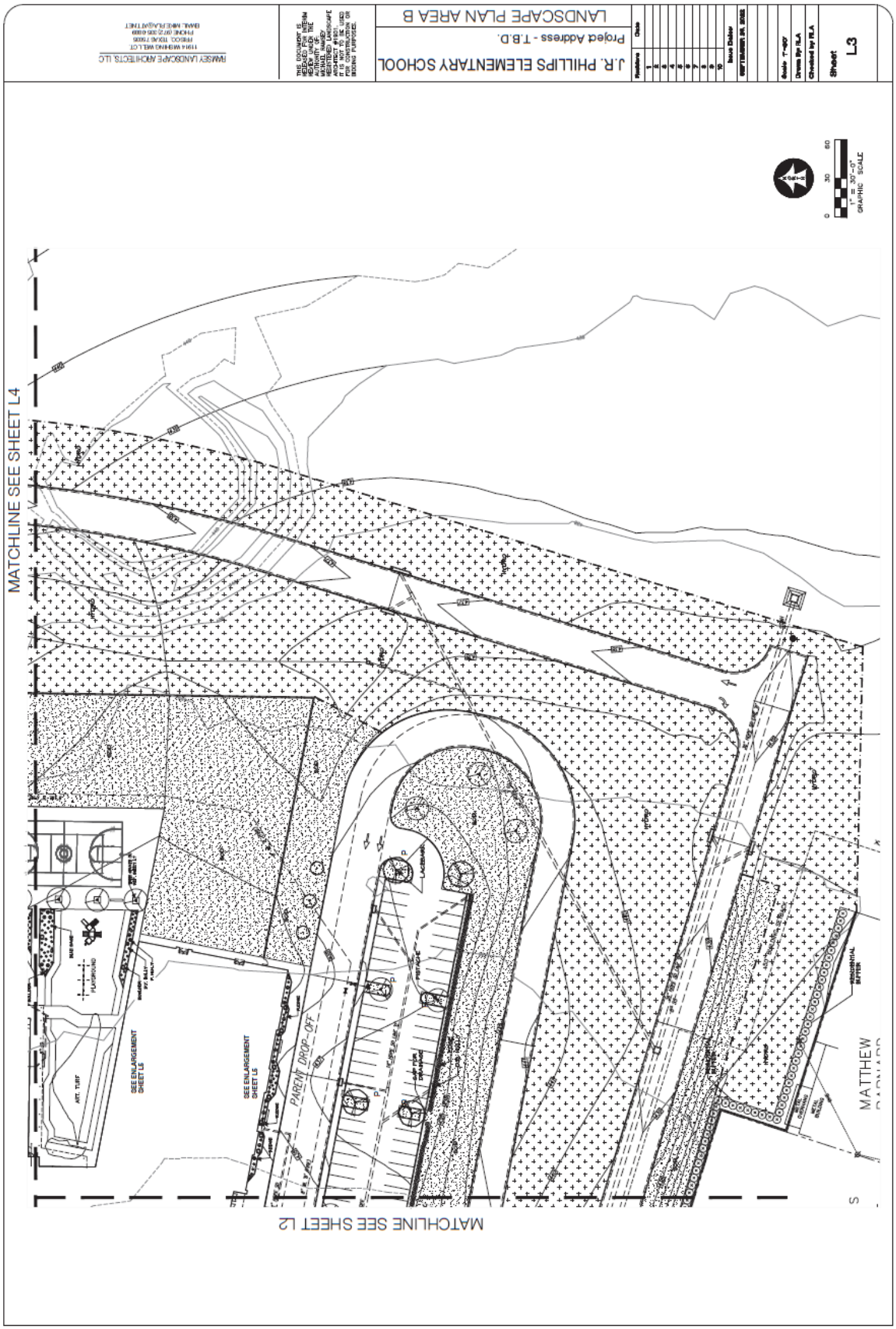

Landscape Plan

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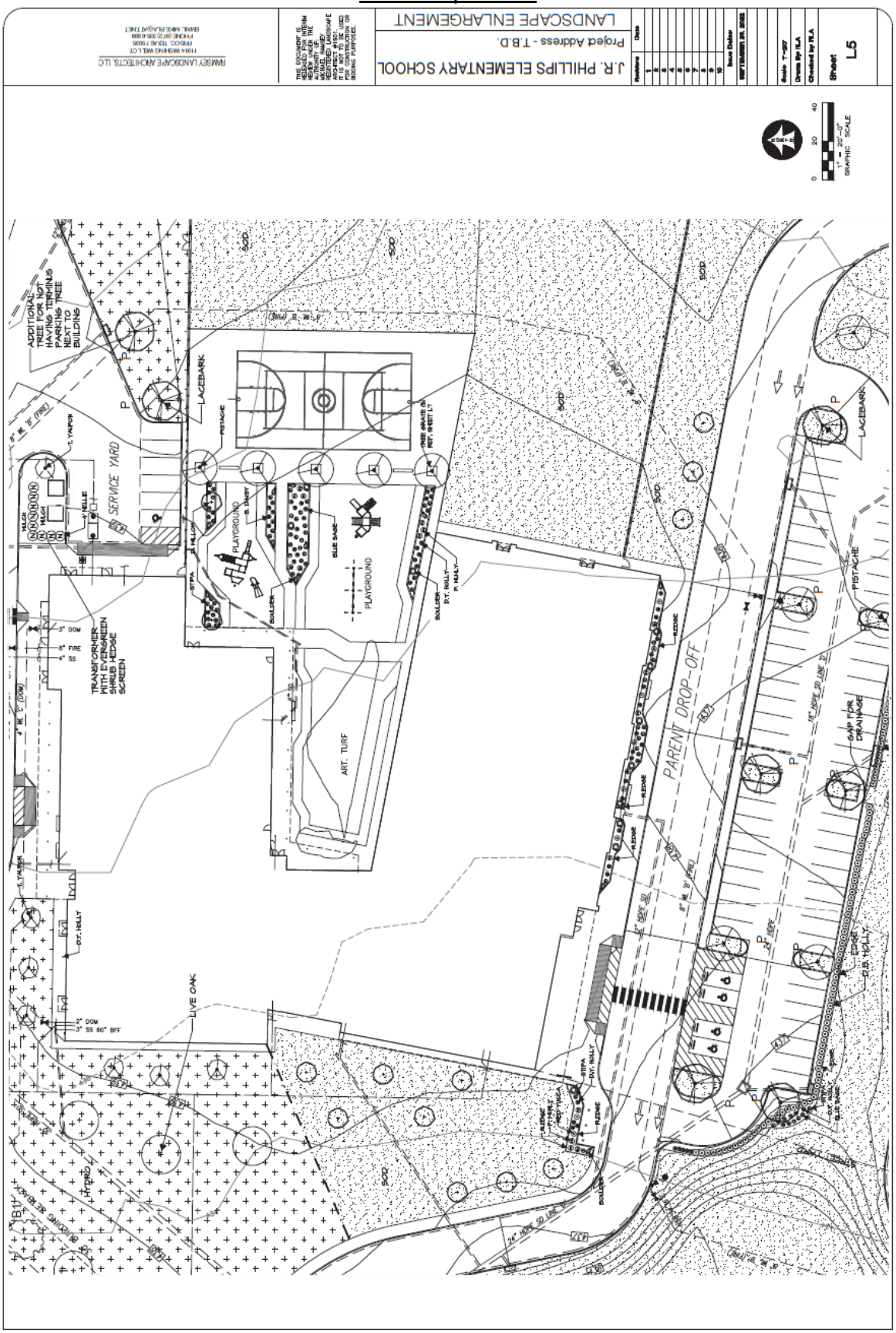

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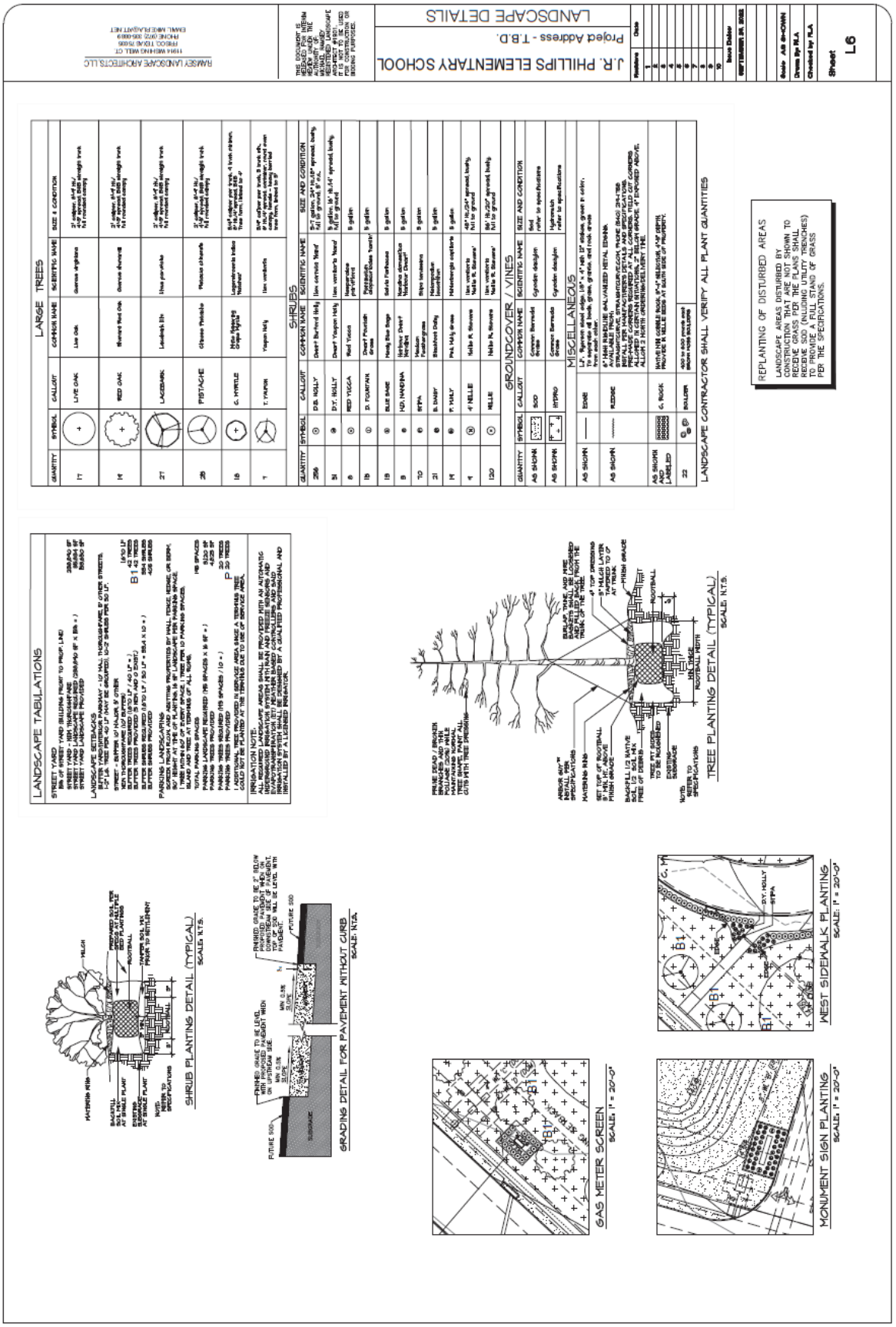

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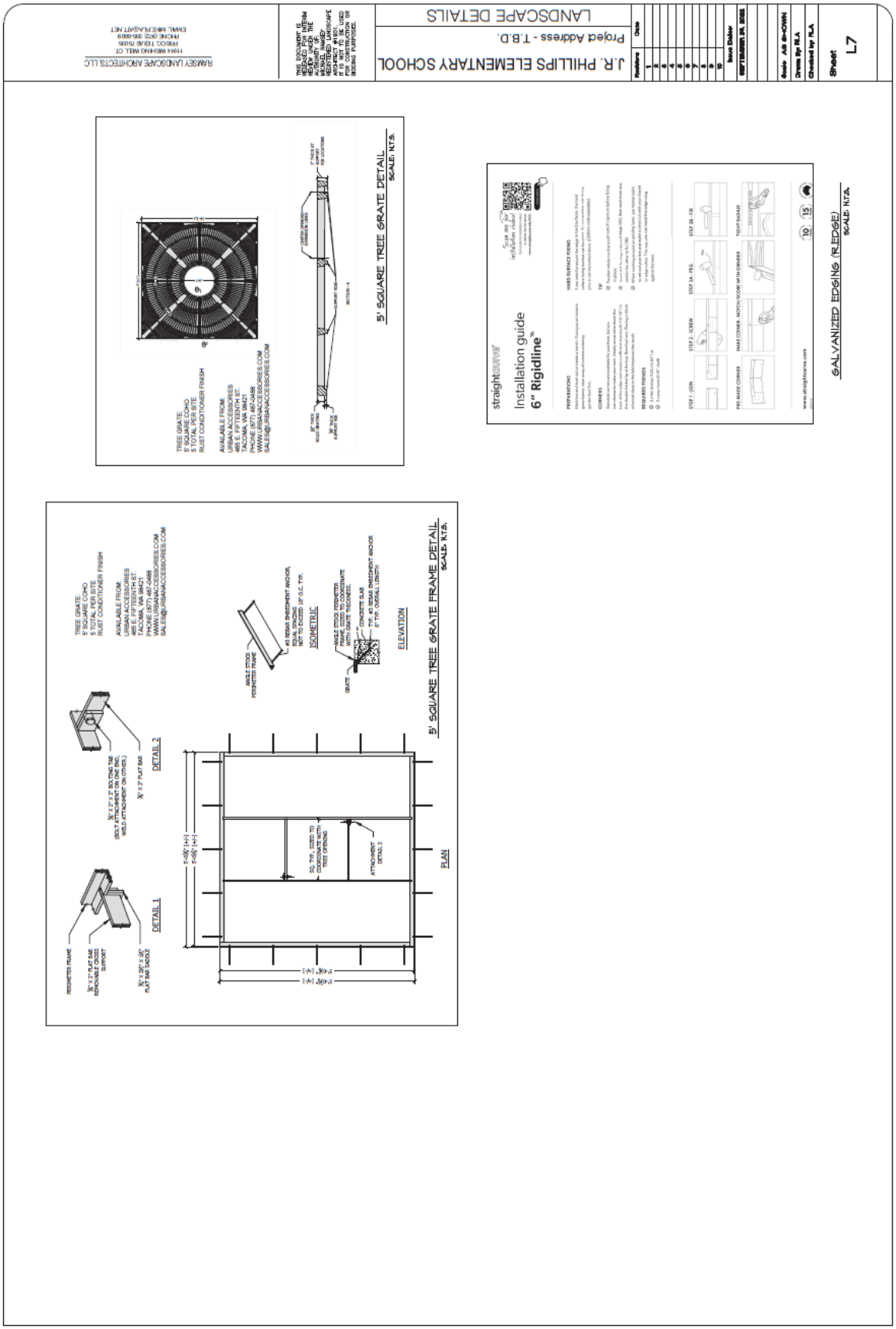

Meeting Date: 10/24/2022 | **Date: 10/14/2022** | **Item #: 15.** | **Dept.: Administration**

Resolution

SUBJECT:

Consider and take appropriate action on Resolution R-37-22, a resolution of the City Council of the City of Kaufman, Texas, accepting an Amended and Restated Service and Assessment Plan for authorized improvements within the Kaufman Public Improvement District No. 1 including a proposed assessment roll for Phases #2A-2B; setting a date for public hearing on amendments to the service and assessment plan and proposed assessment roll for Phases #2A-2B and to the levy of assessments in the district; authorizing the publication and mailing of notice; and enacting other provisions relating thereto.

BACKGROUND:

This resolution initiates the process by which the Service & Assessment Plan for Phases 2A & 2B will be approved and Bonding for this segment of Georgetown development will occur. We anticipate, should all requirements be met, that Bonds will be sold by the end of December. This resolution also set out the requirement for a November Public Hearing.

Author:
Mike Slye, City Manager

Reviewed:
Mike Slye, City Manager

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

Recommendation: Staff recommends approval of Resolution R-37-22 as presented.

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

RESOLUTION NO. R-37-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KAUFMAN, TEXAS, ACCEPTING AN AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN FOR AUTHORIZED IMPROVEMENTS WITHIN THE KAUFMAN PUBLIC IMPROVEMENT DISTRICT NO. 1 INCLUDING A PROPOSED ASSESSMENT ROLL FOR PHASES #2A-2B; SETTING A DATE FOR PUBLIC HEARING ON AMENDMENTS TO THE SERVICE AND ASSESSMENT PLAN AND PROPOSED ASSESSMENT ROLL FOR PHASES #2A-2B AND TO THE LEVY OF ASSESSMENTS IN THE DISTRICT; AUTHORIZING THE PUBLICATION AND MAILING OF NOTICE; AND ENACTING OTHER PROVISIONS RELATING THERETO.

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

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

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

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

WHEREAS, on August 5, 2019, the City Council approved a Service and Assessment Plan for the District pursuant to Ordinance No. 0-08-19, updated on August 24, 2020, via Ordinance O-21-20, amended on December 14, 2020, via Ordinance No. O-38-20 and updated on August 23, 2021, via Ordinance No. O-36-21 ("PID No. 1 Service and Assessment Plan")

WHEREAS, pursuant to Sections 372.013, 372.014, and 372.016 of the Act, the City Council has directed the preparation of a Preliminary Amended and Restated Service and Assessment Plan (the "Preliminary Plan"), to include certain public improvements within Phases #2A and 2B of the District (the "Authorized Improvements"). Such Preliminary Plan attached hereto as Exhibit B, covers a period of at least five years and

defines the annual indebtedness and the projected costs of the Authorized Improvements; and

WHEREAS, the Preliminary Plan also includes an assessment plan that apportions the costs of the Authorized Improvements to be assessed against property within Phases #2A and 2B of the District and such apportionment is made on the basis of special benefits accruing to the assessed property within Phases #2A and 2B of the District because of the Authorized Improvements; and

WHEREAS, the City Council also directed the preparation of a proposed assessment roll for the District that identifies the assessment against each parcel of land within Phases #2A and 2B of the District (the "Assessment Roll – Phases #2A-2B") and such Assessment Roll – Phases #2A-2B is attached to and a part of the Preliminary Plan; and

WHEREAS, the City has determined to call a public hearing regarding the approval of the Preliminary Plan and the Assessment Roll – Phases #2A-2B for to properties within Phases #2A and 2B of the District, pursuant to Section 372.016 of the Act; and

WHEREAS, the City desires to publish and mail notice of such public hearing in order to provide notice to all interested parties of the Preliminary Plan and Assessment Roll – Phases #2A-2B, pursuant to Section 372.016 of the Act; and

WHEREAS, the City desires to file the Preliminary Plan and Assessment Roll – Phases #2A-2B with the City Secretary such that they are available for public inspection pursuant to Section 372.016 of the Act.

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

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

Section 2. Calling Public Hearing. The City Council hereby calls a public hearing (the "Public Hearing") for 6:00 p.m. on November 21, 2022 at the regular meeting place of the City, the City Council Chamber at Kaufman City Hall, 209 S. Washington St., Kaufman, Texas 75142, to consider approving Preliminary Plan, with such changes and amendments as the City Council deems necessary, and the proposed Assessment Roll – Phases #2A-2B with such amendments to the assessments on any parcel as the City Council deems necessary, as the final Amended and Restated Service and Assessment Plan (the "Final Plan") and final Assessment Roll – Phases #2A-2B (the "Final Roll") for Phases #2A and 2B of the District. After all objections made at such hearing have been heard, the City Council may (i) levy the Assessments against each parcel of property in Phases #2A and 2B of the District as set forth in the Final Plan, including the Final Roll; (ii) specify the method of payment of the assessments; and (iii) provide that assessments be paid in periodic installments. Notice of the Public Hearing setting out the matters required by Section 372.016 of the Act shall be given by publication at least eleven (11)

days before the date of the hearing, in a newspaper of general circulation in the City. Notice of such hearing shall also be given by the City Secretary, by mailing a copy of the notice containing the information required by Section 372.016(b) of the Act to the last known address of each owner of property liable for an assessment in the proposed Final Roll as reflected on the tax rolls of the Kaufman County Appraisal District. All residents and property owners within the District, and all other persons, are hereby invited to appear in person, or by their attorney, and contend for or contest the Final Plan and the Final Roll, and the proposed assessments and amendments to the Amended and Restated Service and Assessment Plan and offer testimony pertinent to any issue presented on the amount of the assessments, the purpose of the assessments, special benefit of the assessments, and the costs of collection and the penalties and interest on delinquent assessments. At or on the adjournment of the hearing conducted pursuant to Section 372.016 on the proposed assessments, the City Council must hear and pass on any objection to a proposed assessment. The failure of a property owner to receive notice does not invalidate the proceeding.

Section 3. Publication of Notice. The City Council hereby directs the City Secretary to cause the publication and mailing of the notice of the Public Hearing substantially in the form attached as Exhibit A. Such publication shall occur before the 10th day before the date of the Public Hearing.

Section 4. Conduct of Public Hearing. The City Council shall convene at the location and at the time specified in the notice described above for the Public Hearing and shall conduct the Public Hearing in connection with its consideration of the Final Plan, including the Final Roll, for Phases #2A and 2B of the District and the levy of the proposed assessments, including costs of collection, penalties and interest on delinquent assessments. At the Public Hearing, the City Council will hear and pass on any objections to the Amended and Restated Service and Assessment Plan and the proposed Final Roll and the adjusted levy of the proposed assessments (which objections may be written or oral). At or on the adjournment of the Public Hearing, the City Council may amend a proposed assessment on any parcel in Phases #2A and 2B of the District. After all objections, if any, have been heard and passed upon, the City may (i) adjust the levy of the assessments against each parcel of property in Phases #2A and 2B of the District as set forth in the Final Plan and Final Roll for the District, (ii) specify the method of payment of the assessments, and (iii) provide that the assessments be paid in periodic installments.

Section 5. Filing of Proposed Assessment Roll. The proposed Assessment Roll shall be on file in the office of the City Secretary and be made available to any member of the public who wishes to inspect the same.

Section 6. Further Action. The City Secretary is hereby authorized and directed to take such other actions as are required, including providing notice of the Public Hearing as required by the Texas Open Meetings Act and placing the Public Hearing on the agenda for the November 21, 2022 meeting of the City Council.

DULY RESOLVED by the City Council of the City of Kaufman, Texas, on the 24th day of October 2022.

_____
JEFF JORDAN
MAYOR

ATTEST:

_____
JESSIE HANKS
CITY SECRETARY

APPROVED AS TO FORM:

_____
PATRICIA ADAMS

CITY ATTORNEY

EXHIBIT A

CITY OF KAUFMAN

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT a public hearing will be conducted by the City Council of the City of Kaufman, Texas at 6:00 p.m. on November 21, 2022, at the regular meeting place of the City, the City Council Chamber at Kaufman City Hall, 209 S. Washington St., Kaufman, Texas 75142. The public hearing will be held to consider and approve an amended and restated Service and Assessment Plan (the Service and Assessment Plan") levying assessments against certain assessable property in Phases #2A and 2B of the Kaufman Public Improvement District No. 1 (the "District") pursuant to the provisions of Chapter 372 of the Texas Local Government Code, as amended (the "Act").

The general nature of the proposed public improvements are: (i) street and roadway improvements, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) establishment or improvement of parks and open space, together with design, construction and maintenance of any ancillary structures, features or amenities such as trails, playgrounds, walkways, lighting and any similar items located therein; (iii) sidewalks and landscaping, including entry monuments and features, fountains, lighting and signage; (iv) acquisition, construction and improvement of water, wastewater and drainage improvements and facilities; (v) projects similar to those listed in subsections (i) - (iv) above authorized by the Act, including similar off-site projects that provide a benefit to the property within the District; (vi) special supplemental services for improvement and promotion of the district; (vii) payment of costs associated with operating and maintaining the public improvements listed in subparagraphs (i) - (vii) above; and (viii) payment of costs associated with developing and financing the public improvements listed in subparagraphs (i) - (vii) above, and costs of establishing, administering and operating the District. These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property.

The estimated cost to design, acquire and construct the Authorized Improvements within Phases #2A and 2B, together with bond issuance costs, eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in establishment, administration and operation of the District is approximately $5,700,000. The City will pay no costs of the Authorized Improvements from funds other than assessments levied on property within the District. The remaining costs of the proposed improvements will be paid from sources other than those described above.

The boundaries of the District includes approximately 85.500 Acres of land generally located East of Tabor Parkway and North of State Highway 34 by Pass, within the City of Kaufman, Texas,. A metes and bounds description of the District and a

depiction of Phases #2A and 2B is available for inspection at the offices of the City Secretary at the location described below.

All written or oral objections relating to the approval of the Service and Assessment Plan and levy of the proposed assessments will be considered at the public hearing.

A copy of the Service and Assessment Plan, including the proposed Assessment Roll, for the District, which includes the assessments to be levied against each parcel in Phases #2A and 2B of the District is available for public inspection at the office of the City Secretary, 209 S. Washington, St., Kaufman, Texas 75142.

WITNESS MY HAND AND THE OFFICIAL SEAL OF THE CITY, this 24th day of October 2022.

/s/_____

City Secretary

EXHIBIT B

PRELIMINARY AMENDED SERVICE AND ASSESSMENT PLAN

KAUFMAN PUBLIC IMPROVEMENT DISTRICT NO. 1

CITY OF KAUFMAN, TEXAS

PRELIMINARY AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN

August 5, 2019

As amended on December 15, 2020, updated on January 25, 2021, and as amended and restated on _____, 2022 for Phases #2A-2B Bonds

PREPARED BY:

MUNICAP, INC.
PUBLIC FINANCE

KAUFMAN PUBLIC IMPROVEMENT DISTRICT NO. 1

PRELIMINARY AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN

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I. PLAN DESCRIPTION AND DEFINED TERMS

A. INTRODUCTION

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

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

Chapter 372 of the Texas Local Government Code, the "Public Improvement District Assessment Act" (as amended, the "PID Act"), governs the creation and operation of public improvement districts within the State of Texas. This Kaufman Public Improvement District No. 1 Service and Assessment Plan (the "Service and Assessment Plan") has been prepared in accordance with the PID Act and specifically Sections 372.013, 372.014, 372.015 and 372.016, which address the requirements of a service and assessment plan and the assessment roll. Section 372.013 of the PID Act requires a service plan to "(i) cover a period of at least five years; (ii) define the annual indebtedness and the projected costs for improvements; and (iii) include a copy of the notice form required by Section 5.014, Property Code." The service plan is described in Section IV of this Service and Assessment Plan. The copy of the notice form required by Section 5.014 of the Texas Property Code, as amended, is attached hereto as Appendix D.

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

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

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

The Service and Assessment Plan was originally approved on August 5, 2019 with the levy of Assessments on Phases #1A-1B of the PID. The Service and Assessment Plan was amended and restated on December 15, 2020 to add additional lot types and was updated on January 25, 2021 to reflect the issuance of the Phases #1A-1B Bonds. The Service and Assessment Plan is being amended and restated herein to, provide for the levy of Assessments on Phases #2A-2B of the PID. The amended and restated Service and Assessment Plan is herein referred to as the "Service and Assessment Plan".

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B. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

"Assessment Roll" or **"Assessment Rolls"** means collectively or separately, as applicable, the Phases #1A-1B Assessment Roll and the Phases #2A-2B Assessment Roll included in this Service and Assessment Plan as Appendix G and Appendix H, respectively, or any other Assessment Roll in an amendment or supplement to this Service and Assessment Plan or in an Annual Service Plan Update, as each may be updated, modified, or amended from time to time in accordance with the procedures set forth in this Service and Assessment Plan and in the PID Act.

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

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

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

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

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

"City" means the City of Kaufman, Texas.

"City Council" means the duly elected governing body of the City.

"County" means Kaufman County, Texas.

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

"**Delinquency and Prepayment Reserve"** means, with respect to the Phases #1A-1B and Phases #2A-2B Bonds, separate reserve amounts to be funded from Additional Interest collected each year with respect to the Phases #1A-1B Bonds and the Phases #2A-2B Bonds as more fully described in Section V.F of this Service and Assessment Plan.

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

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

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

"Homeowner Association" means a homeowners' association or property owners' association established for the benefit of property owners within the PID.

"Homeowners Association Property" means property within the PID owned by or irrevocably offered for dedication to, whether in fee simple or through an easement, a Homeowners' Association established for the benefit of a group of homeowners or property owners within the PID.

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

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

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

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

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

"Lot Type 4" means lots identified as such on an Assessment Roll, being lots with a lot width of 65 feet, which may be referred to as such in the applicable plat.

"Non-Benefited Property" means Parcels that accrue no special benefit from the Authorized Improvements, including Public Property and easements that create an exclusive use for a public utility provider. Property identified as Non-Benefited Property at the time the Assessments (i) are imposed or (ii) are reallocated pursuant to a subdivision of a Parcel that is not assessed. Assessed Property converted to Non-Benefited Property, if the Assessments may not be reallocated pursuant to the provisions herein, remains subject to the Assessments and requires the Assessments to be prepaid as provided for in Section VI.D.

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

"Phase" means one or more Parcels within the PID that will be developed in the same general time period.

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

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

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

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

"Phases #1A-1B Bonds" mean those certain City of Kaufman, Texas, Special Assessment Revenue Bonds, Series 2021 (Kaufman Public Improvement District No. 1 Phases #1A-1B Project) that may be secured primarily by Phases #1A-1B Assessment Revenues and issued by the City to finance the Phases #1A-1B Improvements and/or reimburse the Developer.

"**Phases #1A-1B Improvements**" mean the Authorized Improvements which only benefit Phases #1A-1B Assessed Property and are described in Section III.B.

"Phases #1A-1B Maximum Assessment Per Unit" means the following Maximum Assessment Per Unit for each applicable Lot Type as follows:

Lot Type 1 - $30,114.04
Lot Type 2 - $28,909.48
Lot Type 3 - $26,801.50

"Phases #1A-1B Maximum TIRZ Credit Per Unit" means the following Maximum TIRZ Credit Per Unit for each applicable Lot Type as follows:

Lot Type 1 - $19,603
Lot Type 2 - $18,819
Lot Type 3 - $17,447

"Phases #1A-1B Reimbursement Agreement" means that certain Kaufman Public Improvement District No. 1 Phases #1A-1B Reimbursement Agreement, dated August 5, 2019, by and between the City and the Developer in which the Developer agreed to fund certain Actual Costs of the Phases #1A-1B Improvements and the City agreed to reimburse the Developer for a portion of such Actual Costs of the Phases #1A-1B Improvements funded by the Developer with interest as permitted by the PID Act. The Phases #1A-1B Bonds were subsequently issued in 2021 to finance the Phases #1A-1B Improvements and/or to pay any unpaid Actual Costs of the Authorized Improvements required to be paid under the Phases #1A-1B Reimbursement Agreement.

"Phases #2A-2B" means the Phases to be developed, identified as "Phase #2A" and "Phase #2B" generally shown in Appendix A, as specifically depicted and described as the sum of all Parcels shown in Appendix H.

"**Phases #2A-2B Assessed Property**" means all Parcels within Phases #2A-2B other than Non-Benefited Property and shown in the Phases #2A-2B Assessment Roll against which an Assessment relating to the Phases #2A-2B Improvements is levied.

"**Phases #2A-2B Assessment Revenues**" mean the actual revenues received by or on behalf of the City from the collection of Assessments levied against Phases #2A-2B Assessed Property, or the Annual Installments thereof, for the Phases #2A-2B Improvements.

"Phases #2A-2B Assessment Roll" means the document included in this Service and Assessment Plan as Appendix H**,** as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of Bonds or in connection with any Annual Service Plan Update.

"Phases #2A-2B Bonds" mean those certain City of Kaufman, Texas, Special Assessment Revenue Bonds, Series 2022 (Kaufman Public Improvement District No. 1 Phases #2A-2B Project) that may be secured primarily by Phases #2A-2B Assessment Revenues and issued by the City to finance the Phases #2A-2B Improvements.

"**Phases #2A-2B Improvements**" mean the Authorized Improvements which only benefit Phases #2A-2B Assessed Property and are described in Section III.C.

"Phases #2A-2B Maximum Assessment Per Unit" means the following Maximum Assessment Per Unit for each applicable Lot Type as follows:

Lot Type 1 - $36,688.59
Lot Type 2 - $34,854.16
Lot Type 3 - $31,552.18
Lot Type 4 - $38,523.02

"Phases #2A-2B Maximum TIRZ Credit Per Unit" means the following Maximum TIRZ Credit Per Unit for each applicable Lot Type as follows:

Lot Type 1 - $20,848
Lot Type 2 - $18,972
Lot Type 3 - $17,721
Lot Type 4 - $21,891

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

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

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

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

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

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

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

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

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

"**TIRZ Revenues**" mean, for each year, the amounts paid by the City from the TIRZ No. 1 tax increment fund pursuant to the TIRZ Ordinance to reduce an Annual Installment, as calculated each year by the Administrator in collaboration with the City, in accordance with Section VI.A. and VI.B of this Service and Assessment Plan.

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

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

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II. PROPERTY INCLUDED IN THE PID

A. PROPERTY INCLUDED IN THE PID

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

At completion, the PID is expected to consist of approximately 291 single family residential units, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to the PID. The estimated number of lots (291) is based upon the proposed development plan.

The property in the PID was originally proposed to be developed as shown in Table II-A.

Table II-A
Proposed Development within the PID – Original

Proposed Development	Quantity	Measurement
Single Family - 60 Ft	2	Units
Single Family - 55 Ft	11	Units
Single Family - 50 Ft	292	Units
Total	**305**	**Units**

The original development plan was revised in 2020 and is being revised in 2022. The revised lot count and lot mix is shown in Table II-B.

Table II-B
Proposed Development within the PID – Revised

Proposed Development	Quantity	Measurement
Single Family - 65 Ft	12	Units
Single Family - 60 Ft	29	Units
Single Family - 55 Ft	64	Units
Single Family - 50 Ft	186	Units
Total	**291**	**Units**

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

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

The property within Phases #1A-1B is developed as shown in Table II-C.

Table II-C
Development – Phases#1A-1B

Proposed Development	Quantity	Measurement
Single Family - 60 Ft	2	Units
Single Family - 55 Ft	11	Units
Single Family - 50 Ft	112	Units
Total	**125**	**Units**

C. Property Included in Phases #2A-2B

Phases #2A-2B consists of approximately 47.6 acres, of which 33.1 acres is used for residential development, and is projected to consist of 166 single family residential units. A phasing map of the property depicting the boundaries of each proposed Phase is shown in Appendix A.

The property within Phases #2A-2B is proposed to be developed as shown in Table II-D.

Table II-D
Proposed Development – Phases #2A-2B

Proposed Development	Quantity	Measurement
Single-Family - 65 Ft	12	Units
Single-Family - 60 Ft	27	Units
Single-Family - 55 Ft	53	Units
Single-Family - 50 Ft	74	Units
Total	**166**	**Units**

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

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III. DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS

A. AUTHORIZED IMPROVEMENT OVERVIEW

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

372.003. Authorized Improvements

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

(b) A public improvement may include:

(i) landscaping;

(ii) erection of fountains, distinctive lighting, and signs;

(iii) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of way;

(iv) construction or improvement of pedestrian malls;

(v) acquisition and installation of pieces of art;

(vi) acquisition, construction, or improvement of libraries;

(vii) acquisition, construction, or improvement of off-street parking facilities;

(viii) acquisition, construction, improvement, or rerouting of mass transportation facilities;

(ix) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements;

(x) the establishment or improvement of parks;

(xi) projects similar to those listed in Subdivisions (i)-(x);

(xii) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement;

(xiii) special supplemental services for improvement and promotion of the district, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement;

(xiv) payment of expenses incurred in the establishment, administration, and operation of the district; and

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

B. Descriptions and Costs of the Phases #1A-1B Improvements

The descriptions of the Phases #1A-1B Improvements are presented below, and the Actual Costs are shown in Table III-A.

Roadway improvements:

The roadway improvements within Phases #1A-1B include construction of perimeter road and thoroughfare improvements, including related paving, drainage, curbs, gutters, sidewalks, retaining walls, signage, and traffic control devices. All roadway projects were designed and constructed in accordance with City standards and specifications and are owned and operated by the City.

Water distribution system improvements:

The water distribution system improvements within Phases #1A-1B consist of construction and installation of water lines, mains, pipes, valves and appurtenances necessary for the water distribution system, as well as related testing, trench safety and erosion protection, necessary to service the Assessed Property. The water distribution system improvements were designed and constructed in accordance with City standards and specifications and are owned and operated by the City.

Sanitary sewer collection system improvements:

The sanitary sewer collection system improvements within Phases #1A-1B consist of construction and installation of pipes, service lines, manholes, encasements and appurtenances necessary to provide sanitary sewer service to the Assessed Property. The sanitary sewer improvements were designed and constructed in accordance with City standards and specifications and are owned and operated by the City.

Storm drainage collection system improvements:

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

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

Table III-A
Actual Costs – Phases #1A-1B Improvements

Description	Actual Costs[1]
Roadway improvements	$1,254,392
Water improvements	$638,497
Sanitary sewer improvements	$334,153
Storm drainage improvements	$1,312,118
Screening and landscape improvements	$14,750
Other soft costs including PID creation costs	$958,236
Total Improvement Costs	**$4,512,146**

(1) Represents the Actual Costs provided by the developer on June 16, 2022.

C. Descriptions and Costs of the Phases #2A-2B Improvements

The descriptions of the Phases #2A-2B Improvements are presented below, and the Budgeted Costs are shown in Table III-B. The Budgeted Costs shown in Table III-B may be revised in an Annual Service Plan Update as needed.

Roadway improvements:

The roadway improvements within Phases #2A-2B include construction of perimeter road and thoroughfare improvements, including related paving, drainage, curbs, gutters, sidewalks, signage, and traffic control devices. All roadway projects will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Water distribution system improvements:

The water distribution system improvements within Phases #2A-2B consist of construction and installation of water lines, mains, pipes, valves and appurtenances necessary for the water distribution system, as well as related testing, trench safety and erosion protection, necessary to service the Assessed Property. The water distribution system improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Sanitary sewer collection system improvements:

The sanitary sewer collection system improvements within Phases #2A-2B consist of construction and installation of pipes, service lines, manholes, encasements and appurtenances necessary to provide sanitary sewer service to the Assessed Property. The sanitary sewer improvements will

be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Storm drainage collection system improvements:

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

Other soft and miscellaneous costs

The soft and miscellaneous costs consist of engineering and surveying, project management fees, contingency, and other soft and miscellaneous costs related to the Phases #2A-2B Improvements.

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

The Budgeted Costs of the Phases #2A-2B Improvements shown in Table III-B may be revised in Annual Service Plan Updates. Savings from one budget line item may be applied to a cost increase in another budget line item upon approval by the City. These savings may be applied only to increases in costs of the Authorized Improvements (i.e., the improvements for the benefit of property within the PID). The detailed costs of the Authorized Improvements are shown in Appendix B to this Service and Assessment Plan.

Table III-B
Budgeted Costs – Phases #2A-2B Improvements

Description	Total Budgeted Costs
Roadway improvements	$1,509,193
Water improvements	$687,910
Sanitary sewer improvements	$611,077
Storm drainage improvements	$823,720
Other soft costs	$1,028,283
Total Improvement Costs	**$4,660,183**

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IV. SERVICE PLAN

A. PROJECTED SOURCES AND USES OF FUNDS

The PID Act requires the service plan to cover a period of at least five years. The service plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the PID during the five-year period. The Phases #1A-1B Improvements have been completed and accepted by the City. It is anticipated that the Phases #2A-2B Improvements will be completed and accepted by the City in Q2 2023.

The Actual Costs for the Authorized Improvements plus costs related to the issuance of the Phases #1A-1B Bonds and payment of expenses incurred in the establishment, administration and operation of the PID are $5,137,638 as shown in Table IV-A.2. The Budgeted Costs for the Authorized Improvements plus costs related to the issuance of the Phases #2A-2B Bonds and payment of expenses incurred in the establishment, administration and operation of the PID are $5,959,147 as shown in Table IV-B. The service plan shall be reviewed and updated at least annually for the purpose of determining the annual budget for Administrative Expenses, updating the Actual Costs of the Authorized Improvements, and updating the Assessment Roll(s). Any update to this Service and Assessment Plan is herein referred to as an "Annual Service Plan Update."

The Actual Costs of the Phases #1A-1B Improvements were initially financed through the Phases #1A-1B Reimbursement Agreement and the subsequent issuance of the Phases #1A-1B Bonds. The Phases #1A-1B Bonds were issued to finance the Phases #1A-1B Improvements and/or to pay any unpaid Actual Costs of the Authorized Improvements required to be paid under the Phases #1A-1B Reimbursement Agreement.

Table IV-A.1 shows the original sources and uses for the Phases #1A-1B Improvements.

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Table IV-A.1
Original Sources and Uses - Phases #1A-1B

Sources of Funds	Phases #1A-1B Reimbursement Agreement
Assessments - Reimbursement Agreement	$3,380,000
Other funding sources	$1,132,146
Total Sources	**$4,512,146**
Uses of Funds	
Phases #1A-1B Improvements	
Road improvements	$1,254,392
Water distribution system improvements	$638,497
Sanitary sewer improvements	$334,153
Storm drainage improvements	$1,312,118
Screening and landscape improvements	$14,750
Other soft and miscellaneous costs	$958,236
Total Uses	**$4,512,146**

Table IV-A.2 shows the updated sources and uses for the Phases #1A-1B Improvements.

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Table IV-A.2
Updated Sources and Uses - Phases #1A-1B

Sources of Funds	Phases #1A-1B Bonds
Bond Par Amount	$3,380,000
Bond premium	$23,864
Other funding sources(1)	$1,733,774
Total Sources	**$5,137,638**
Uses of Funds	
Phases #1A-1B Improvements	
Road improvements	$1,254,392
Water distribution system improvements	$638,497
Sanitary sewer improvements	$334,153
Storm drainage improvements	$1,312,118
Screening and landscape improvements	$14,750
Other soft and miscellaneous costs	$958,236
Subtotal	*$4,512,146*
Bond Issuance Costs:	
Cost of Issuance	$215,000
Capitalized Interest	$67,510
Reserve Fund	$201,281
Underwriters Discount	$101,400
Administrative Fund	$23,400
Delinquency and Prepayment Reserve	$16,900
Subtotal	*$625,492*
Total Uses	**$5,137,638**

(1) The other funding sources, if any, represent Actual Costs of the Phases #1A-1B Improvements paid by the Developer without reimbursement from the City.

Table IV-B shows the sources and uses for the Phases #2A-2B Improvements.

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Table IV-B
Projected Sources and Uses - Phases #2A-2B

Sources of Funds	Phases #2A-2B Bonds
Bond Par Amount	$5,635,000
Other funding sources[1]	$324,147
Total Sources	**$5,959,147**
Uses of Funds	
Phases #2A-2B Improvements	
Road improvements	$1,509,193
Water distribution system improvements	$687,910
Sanitary sewer improvements	$611,077
Storm drainage improvements	$823,720
Other soft and miscellaneous costs	$1,028,283
Subtotal	*$4,660,183*
Estimated Bond Issuance Costs:	
Cost of Issuance	$367,411
Capitalized interest	$264,141
Reserve Fund	$430,188
Underwriters Discount	$169,050
Administrative Fund	$40,000
Delinquency and Prepayment Reserve	$28,175
Subtotal	*$1,298,964*
Total Uses	**$5,959,147**

(2) The other funding sources, if any, represent Budgeted Costs of the Phases #2A-2B Improvements to be paid by the Developer without reimbursement from the City.

B. Projected Five Year Service Plan

Phases #1A-1B

The annual projected costs of the Phases #1A-1B Improvements and annual projected indebtedness for Phases #1A-1B is shown in Table IV-C. The annual projected costs and indebtedness is subject to revision and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

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Table IV-C
Annual Projected Costs and Annual Projected Indebtedness

Year	Annual Projected Cost	Annual Projected Indebtedness	Annual Projected Amortization of Assessment (Principal)	Other Funding Sources	Projected Phases #1A-1B Annual Installments
2019	$3,380,000	$3,380,000	$0	$0	$0
2020	$0	$0	$0	$0	$0
2021	$625,492	$0	$0	$625,492	$42,828[(1)]
2022	$1,132,146	$0	$75,000	$1,132,146	$224,677
2023	$0	$0	$75,000	$0	$248,768
2024	$0	$0	$80,000	$0	$251,779
2025	$0	$0	$80,000	$0	$249,647
2026	$0	$0	$80,000	$0	$247,529
2027	$0	$0	$90,000	$0	$255,423
2028	$0	$0	$90,000	$0	$252,800
Total	**$5,137,638**	**$3,380,000**	**$570,000**	**$1,757,638**	**$1,773,451**

(1) Represents Annual Installments billed for twenty-five (25) residential lots where the City issued a building permit as of August 12, 2020 and therefore triggered the billing and collection of Annual Installments. The Annual Installments for the remaining parcels were triggered the following year.

The costs shown in Table IV-C are the annual expenditures relating to the Phases #1A-1B Improvements shown in Table III-A and the costs associated with creating the PID and costs of issuance including reserves shown in Table IV-A.2. The difference between the annual projected cost and the annual projected indebtedness, if any, represents an amount funded by the Developer.

Phases #2A-2B

The annual projected costs of the Phases #2A-2B Improvements and annual projected indebtedness for Phases #2A-2B is shown in Table IV-D. The annual projected costs and indebtedness is subject to revision and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

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Table IV-D
Annual Projected Costs and Annual Projected Indebtedness

Year	Annual Projected Cost	Annual Projected Indebtedness	Annual Projected Amortization of Assessment (Principal)	Other Funding Sources[1]	Projected Phases #2A-2B Annual Installments
2022	$1,489,787	$5,635,000	$0	$324,147	$0
2023[2]	$4,469,360	$0	$0	$0	$0
2024	$0	$0	$78,000	$0	$499,163
2025	$0	$0	$82,000	$0	$498,714
2026	$0	$0	$86,000	$0	$498,011
2027	$0	$0	$91,000	$0	$498,055
2028	$0	$0	$96,000	$0	$497,778
2029	$0	$0	$101,000	$0	$497,181
Total	**$5,959,147**	**$5,635,000**	**$534,000**	**$324,147**	**$2,988,901**

(1) The other funding sources, if any, represent Budgeted Costs of the Phases #2A-2B Improvements to be paid by the Developer without reimbursement from the City.
(2) Administrative Expenses and the Delinquency and Prepayment Reserve for year 2023 are being funded with bond proceeds, and interest for year 2023 is being funded with capitalized interest.

The annual projected costs shown in Table IV-D are the annual expenditures relating to the Phases #2A-2B Improvements shown in Table III-B and thee costs of issuance including reserves shown in Table IV-B. The difference between the annual projected cost and the annual projected indebtedness, if any, represents an amount funded by the Developer.

C. PID Assessment Notice

The PID Act requires that this Service and Assessment Plan and each Annual Service Plan update include a copy of the notice form required by Section 5.014 of the Texas Property Code (the "PID Assessment Notice"). The PID Assessment Notice is attached hereto as Appendix E and may be updated in an Annual Service Plan Update.

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V. ASSESSMENT PLAN

A. INTRODUCTION

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

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

For purposes of this Service and Assessment Plan, the City Council has determined that the costs of the Phases #1A-1B Improvements and the Phases #2A-2B Improvements shall be allocated as described below.

1. The Phases #1A-1B Improvement costs and the Phases #2A-2B Improvement costs shall be allocated to the Phases #1A-1B Assessed Property and the Phases #2A-2B Assessed Property, respectively, proportionally based on the Equivalent Units calculated based on the estimated average home values for each residential Lot Type, once such Assessed Property is developed, and that such method of allocation will result in the imposition of equal shares of the costs of the Authorized Improvements to Parcels similarly benefited.

2. The City Council has concluded that larger more expensive homes are likely to be built on the larger lots, and that larger more expensive homes are likely to make greater use of and receive greater benefit from the Authorized Improvements. In determining the relative values of Parcels, the City Council has taken into consideration: (i) the type of development (i.e., residential, commercial, etc.), (ii) single-family lot sizes and the size of homes likely to be built on lots of different sizes, (iii) current and projected home prices provided by the Developer, (iv) the Authorized Improvements to be provided and the estimated costs, and (v) the ability of different property types to utilize and benefit from the improvements.

3. The Assessed Property is classified into different Lot Types as described in Appendix E based on the type and size of proposed development on each Parcel.

4. Equivalent Units are calculated for each Lot Type based on the average home value of each Lot Type.

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

B. Special Benefit

Assessed Property must receive a direct and special benefit from the Authorized Improvements, and this benefit must be equal to or greater than the amount of the Assessments. The Authorized Improvements are provided specifically for the benefit of the Assessed Property. The Authorized Improvements (more particularly described in line-item format in Appendix B to this Service and Assessment Plan) and the costs of issuance and payment of costs incurred in the establishment of the PID shown in Table IV-A.2 and Table IV-B are authorized by the PID Act. These Authorized Improvements are provided specifically for the benefit of the Assessed Property.

Each owner of the Assessed Property acknowledged that the Authorized Improvements confer a special benefit on the Assessed Property and consented to the imposition of the Assessments to pay for the Actual Costs associated therewith at the time of adoption of the Assessment Ordinance. Each of the owners was acting in its interest in consenting to this apportionment and levying of the Assessments because the special benefit conferred upon the Assessed Property by the Authorized Improvements exceeds the amount of the Assessments.

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

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

Third Edition.) The Authorized Improvements are required for the proposed use of the Assessed Property to be physically possible, appropriately supported, financially feasible, and maximally productive.

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

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

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

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

2. The Developer has consented to the imposition of the Assessments for the purpose of providing the Authorized Improvements and the Developer is acting in its interest by consenting to the imposition of the Assessments;

3. The Authorized Improvements are required for the highest and best use of the property;

4. The highest and best use of the Assessed Property is the use of the Assessed Property that is most valuable (including any costs associated with the use of the Assessed Property);

C. Assessment Methodology

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

The Actual Costs of the Phases #1A-1B Improvements may be assessed by the City Council against the Phases #1A-1B Assessed Property so long as the special benefit conferred upon the

Phases #1A-1B Assessed Property by the Authorized Improvements equals or exceeds the Assessments levied on Phases #1A-1B Assessed Property. The Actual Costs of the Phases #1A-1B Improvements may be assessed using any methodology that results in the imposition of equal shares of the Actual Costs on Phases #1A-1B Assessed Property similarly benefited.

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

Based on the Actual Costs of the Phases #1A-1B Improvements provided by the Developer, as set forth in Table III-A, the City Council has determined that the benefit to the Phases #1A-1B Assessed Property is equal to or greater than the Assessments levied on the Phases #1A-1B Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment levied on the Phases #1A-1B Assessed Property applicable to it will then be apportioned pro rata based on the Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments levied on the Phases #1A-1B Assessed Property will be apportioned proportionately among each Lot Type based on the ratio of the Equivalent Unit applicable to each Lot Type at the time residential Lots are platted to the total Equivalent Units of all Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council. As part of the determination as to the ability of different Lot Types to utilize and benefit from the Authorized Improvements, the City Council has taken into consideration that larger, more expensive homes, on average, will create more vehicle trips and greater demands for water and wastewater consumption, and larger, more expensive homes are likely to be built on larger, more valuable lots placing greater demand on the Phases #1A-1B Improvements.

The Assessment levied on the Phases #1A-1B Assessed Property and Annual Installments for each Parcel or Lot located within the Phases #1A-1B is shown on the Phases #1A-1B Assessment Roll, attached as Appendix G, and no Assessment levied on the Phases #1A-1B Assessed Property shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

2. *Assessment Methodology for Phases #2A-2B Improvements*

The Actual Costs of the Phases #2A-2B Improvements may be assessed by the City Council against the Assessed Property so long as the special benefit conferred upon the Assessed Property by the Authorized Improvements equals or exceeds the Assessments. The Actual Costs may be assessed using any methodology that results in the imposition of equal shares of the Actual Costs of the Phases #2A-2B Improvements on Phases #2A-2B Assessed Property similarly benefited.

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the of the Phases #2A-2B Improvements shall be allocated to the Phases #2A-2B Assessed Property by spreading the entire Assessment levied on the Phases #2A-2B Assessed Property across the Parcels based on the estimated Equivalent Units as calculated and shown in Appendix E using the types, number and average home value of Lots anticipated to be developed on each Parcel. Having taken into consideration the matters described under Sections V.A and Section V.B above, the City Council has determined that allocating the Assessments levied on the Phases #2A-2B Assessed Property among Parcels based on average home value is best accomplished by creating classifications of benefited Parcels based on the Lot Types. Assessments levied on the Phases #2A-2B Assessed Property are allocated on the basis of the highest average home value for each Lot Type. This is accomplished by giving each Lot Type an Equivalent Unit factor. Equivalent Units are the ratio of the average value of lots within each Lot Type, setting the Equivalent Unit factor for Lot Type 1 (60 Ft Lots) to 1.0.

Based on the Budgeted Costs of the of the Phases #2A-2B Improvements provided by the Developer, as set forth in Table III-B, the City Council has determined that the benefit to the Phases #2A-2B Assessed Property is equal to or greater than the Assessments to be levied on the Phases #2A-2B Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment levied on the Phases #2A-2B Assessed Property applicable to it will then be apportioned pro rata based on the Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments levied on the Phases #2A-2B Assessed Property will be apportioned proportionately among each Lot Type based on the ratio of the Equivalent Unit applicable to each Lot Type at the time residential Lots are platted to the total Equivalent Units of all Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council. As part of the determination as to the ability of different Lot Types to utilize and benefit from the Phases #2A-2B Improvements, the City Council has taken into consideration that larger, more expensive homes, on average, will create more vehicle trips and greater demands for water and wastewater consumption, and larger, more expensive homes are likely to be built on larger, more valuable lots placing greater demand on the Phases #2A-2B Improvements.

The Assessment and Annual Installments for each Parcel or Lot located within Phases #2A-2B is shown on the Phases #2A-2B Assessment Roll, attached as Appendix H, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

D. Assessments

The Assessments for the Phases #1A-1B Bonds were levied on each Phases #1A-1B Assessed Property according to the Phases #1A-1B Assessment Roll and the Assessments for the Phases #2A-2B Bonds are being levied on each Phases #2A-2B Assessed Property according to the Phases #2A-2B Assessment Roll, attached hereto as Appendix G and Appendix H, respectively. The Annual Installments for the Phases #1A-1B Bonds and the Phases #2A-2B Bonds will be collected at the time and in the amounts shown on the Phases #1A-1B Assessment Roll and Phases #2A-2B Assessment Roll, respectively, subject to any revisions made during an Annual Service Plan Update.

E. Administrative Expenses

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

F. Delinquency and Prepayment Reserve

Funds generated by the Additional Interest related to the Phases #1A-1B Bonds and the Phases #2A-2B Bonds are held in reserves held under the respective Trust Indenture for the Phases #1A-1B Bonds (the "Phases #1A-1B Delinquency and Prepayment Reserve") and the Phases #2A-2B Bonds (the "Phases #2A-2B Delinquency and Prepayment Reserve"), which may be used to fund the associated interest charged between the date of prepayment of an Assessment and the date on which Phases #1A-1B Bonds or Phases #2A-2B Bonds are prepaid, as applicable, to offset any possible delinquent payments and pay Administrative Expenses as provided for in the applicable Trust Indenture.

G. TIRZ Annual Credit Amount

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

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VI. TERMS OF THE ASSESSMENTS

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

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

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

As described above, the Annual Installment for a Phases #1A-1B Assessed Property shall receive a TIRZ Annual Credit Amount equal to the TIRZ Revenue generated by the Parcel for the previous Tax Year until the Phases #1A-1B Maximum TIRZ Credit per Unit is reached for such Parcel, but in no event shall the TIRZ Annual Credit Amount for a Parcel in Phases #1A-1B exceed the amount sufficient to result in a net PID Annual Installment tax rate equivalent [(Annual Installment - TIRZ Annual Credit Amount) ÷ assessed value] of $0.368 per $100 of assessed value unless otherwise approved by the City. The City may adjust the applicable TIRZ Annual Credit Amount from time to time as set forth in an Annual Service Plan Update

After the TIRZ Annual Credit Amount is applied to provide a credit towards a portion of the Annual Installment for the Parcel in Phases #1A-1B any excess TIRZ Revenues available for the purposes of an off-set to the Phases #1A-1B Assessments, shall be held in a segregated account by the City and shall be used either (1) to prepay a portion of the Phases #1A-1B Assessments on the Parcel in a manner determined by the City and the Administration to be fair and equitable, and to pay the outstanding principal balance of the Phases #1A-1B Bonds or redeem Phases #1A-1B

Bonds pursuant to the extraordinary redemption provisions of the applicable Trust Indenture, or (2) to be applied as a credit towards a portion of Annual Installments in future years in an effort to maintain a stable Annual Installment schedule.

B. Amount of Assessments and Annual Installments for Parcels Located within Phases #2A-2B of the PID

The Assessments, and Annual Installments thereof, for each Parcel of Phases #2A-2B Assessed Property is shown on the Assessment Roll, attached as Appendix H, and no Assessment levied on Phases #2A-2B Assessed Property shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The City has agreed to use a portion of the TIRZ Revenues generated by each Parcel in Phases #2A-2B, the TIRZ Annual Credit Amount, to reduce the Annual Installments for that Parcel. The Annual Installments shall be collected in an amount sufficient to pay (i) principal and interest on the Phases #2A-2B Bonds (including Additional Interest), and (ii) to pay Administrative Expenses related to the PID. The Annual Installment for each Parcel in Phases #2A-2B shall be calculated by taking into consideration any lawfully available funds to the PID and TIRZ Annual Credit Amount applicable to the Parcel in Phases #2A-2B. The TIRZ Annual Credit Amount shall be calculated separately for each Parcel in Phases #2A-2B and such TIRZ Annual Credit Amount shall be applied on a Parcel-by-Parcel basis. As described in Section V.G, the TIRZ Revenues attributable to each Parcel of Phases #2A-2B Assessed Property collected in any given year shall be used to calculate each Parcel's TIRZ Annual Credit Amount for such Parcel in the following year (i.e., TIRZ Revenues collected in Tax Year 2022 shall be used to calculate the TIRZ Annual Credit Amount applicable to Annual Installments to be collected in Tax Year 2023). TIRZ Annual Credit Amounts shall be calculated for those Parcels in Phases #2A-2B that are subject to Assessments levied in Phases #2A-2B the PID. The estimated number of units to be used for the calculation of the TIRZ Annual Credit Amount, if applicable, shall be determined by the Administrator based on the information available to the Administrator at the time of such calculations.

As described above, the Annual Installment for an Phases #2A-2B Assessed Property shall receive a TIRZ Annual Credit Amount equal to the TIRZ Revenue generated by the Parcel for the previous Tax Year until the Phases #2A-2B Maximum TIRZ Credit per Unit is reached for such Parcel, but in no event shall the TIRZ Annual Credit Amount exceed the amount sufficient to result in a net PID Annual Installment tax rate equivalent [(Annual Installment - TIRZ Annual Credit Amount) ÷ assessed value] of $0.368 per $100 of assessed value unless otherwise approved by the City. The City may adjust the applicable TIRZ Annual Credit Amount from time to time as set forth in an Annual Service Plan Update.

After the TIRZ Annual Credit Amount in Phases #2A-2B is applied to provide a credit towards a portion of the Annual Installment for the Parcel, any excess TIRZ Revenues available for the purposes of an off-set to the Phases #2A-2B Assessments on such Parcel, shall be held in a segregated account by the City and shall be used either (1) to prepay a portion of the Phases #2A-2B Assessments levied in Phases #2A-2B on the Parcel in a manner determined by the City and

the Administration to be fair and equitable, and to pay the outstanding principal balance of the Phases #2A-2B Bonds or redeem Phases #2A-2B Bonds pursuant to the extraordinary redemption provisions of the applicable Trust Indenture, or (2) to be applied as a credit towards a portion of Annual Installments in future years in an effort to maintain a stable Annual Installment schedule.

C. Reallocation of Assessments

1. Subdivision

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

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

Where the terms have the following meanings:

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

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

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

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

2. Consolidation

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

D. Mandatory Prepayment of Assessments

1. Prior to the City approving a subdivision plat, the Administrator will certify that such plat will not result in the Phases #1A-1B Assessment per Parcel to exceed the Phases #1A-1B Maximum Assessment Per Unit or Phases #2A-2B Assessment per Parcel to exceed the Phases #2A-2B Maximum Assessment Per Unit, respectively. If a subdivision of a Parcel or consolidation of Parcels results in a reallocated Phases #1A-1B Assessment or Phases #2A-2B Assessment per unit for a Parcel that would exceed the Phases #1A-1B Maximum Assessment Per Unit or Phases #2A-2B Maximum Assessment Per Unit, respectively, shown in this Service and Assessment Plan, as applicable, the owner shall pay to the City at the time of the subdivision or consolidation the amount by which the reallocated Phases #1A-1B Assessment or Phases #2A-2B Assessment for the Parcel exceeds the Phases #1A-1B Maximum Assessment Per Unit or Phases #2A-2B Maximum Assessment per Unit plus, if applicable, accrued interest through the date of such payment. Prepayment Costs, if any, that result from such owner-initiated subdivision or consolidation shall be paid by the owner to the City at the time of the subdivision or consolidation.

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

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

E. Reduction of Assessments

1. If, after all Authorized Improvements have been completed and Actual Costs for such Authorized Improvements are less than the Authorized Improvement Costs used to calculate the Assessments as set forth in the respective Assessment Roll, resulting in excess Assessment Revenues and/or Phases #1A-1B Bonds and/or Phases #2A-2B Bonds proceeds, then the Assessment for Phases #1A-1B property and/or Phases #2A-2B property, as applicable, as set forth in the respective Assessment Roll for each Parcel of Phases #1A-1B Assessed Property and/or Phases #2A-2B Assessed Property shall be reduced by the City Council pro rata such that the sum of the resulting reduced Assessments for all Phases #1A-1B Assessed Property and/or Phases #2A-2B Assessed Property, as applicable, equals the reduced Actual Costs. Any excess Phases #1A-1B Bonds and/or Phases #2A-2B Bonds proceeds shall be applied to redeem Phases #1A-1B Bonds and/or Phases #2A-2B Bonds, as applicable of such series as provided in the applicable Trust Indenture. Any excess Phases #1A-1B Assessment Revenues and/or Phases #2A-2B Assessment Revenues that are in excess of the costs of the Phases #1A-1B Improvements and/or Phases #2A-2B Improvements, as set forth herein, shall be used to reduce the outstanding principal amount

of the Phases #1A-1B Bonds and/or Phases #2A-2B Bonds, as applicable. The Assessments levied on Phases #1A-1B Assessed Property and Phases #2A-2B Assessed Property shall not be reduced to an amount less than the related outstanding amounts due pursuant to the Phases #1A-1B Bonds and/or Phases #2A-2B Bonds. If all of the Phases #1A-1B Improvements and/or Phases #2A-2B Improvements are not completed, the City may reduce the Assessments in Phases #1A-1B and/or Phases #2A-2B in another method if it determines such method would better reflect the benefit received by the Parcels from the Phases #1A-1B Improvements and/or Phases #2A-2B Improvements completed.

2. If after all Phases #1A-1B Improvements and/or Phases #2A-2B Improvements have been completed and a portion of the applicable Phases #1A-1B Bonds and/or Phases #2A-2B Bonds have been redeemed, then the Assessment securing such series of Phases #1A-1B Bonds and/or Phases #2A-2B Bonds for each applicable Parcel of Phases #1A-1B Assessed Property and/or Phases #2A-2B Assessed Property shall be reduced by the City Council pro rata such that the sum of the resulting reduced Assessments for all of Phases #1A-1B Assessed Property and/or Phases #2A-2B Assessed Property equals the remaining outstanding Phases #1A-1B Bonds and/or Phases #2A-2B Bonds, as applicable, after such redemptions. The Assessments levied on Phases #1A-1B Assessed Property and Phases #2A-2B Assessed Property shall not be reduced to an amount less than the related outstanding of Phases #1A-1B Bonds and/or Phases #2A-2B Bonds.

3. If all the Phases #1A-1B Improvements and/or Phases #2A-2B Improvements are not undertaken, resulting in excess Phases #1A-1B Assessment Revenues and/or Phases #2A-2B Assessment Revenues, and/or Phases #1A-1B Bonds and/or Phases #2A-2B Bonds proceeds, then the Assessments levied on Phases #1A-1B Assessed Property and/or Phases #2A-2B Assessed Property, as applicable, and the Annual Installments for each Parcel shall be appropriately reduced by the City Council to reflect only the amounts required to repay the Phases #1A-1B Bonds and/or Phases #2A-2B Bonds, including interest on the Phases #1A-1B Bonds and/or Phases #2A-2B Bonds , and Administrative Expenses. Excess Phases #1A-1B Bonds and/or Phases #2A-2B Bond proceeds shall be applied to redeem Phases #1A-1B Bonds and/or Phases #2A-2B Bonds, respectively, as set forth in the applicable Trust Indenture. The City Council may reduce the Assessments levied on Phases #1A-1B Assessed Property and/or Phases #2A-2B Assessed Property and the Annual Installments for each Parcel (i) in an amount that represents the Phases #1A-1B Improvements and/or Phases #2A-2B Improvements provided for each Parcel or (ii) by an equal percentage calculated based on the number of units, or (iii) in any other manner determined by the City Council to be the most fair and practical means of reducing the Assessments for Phases #1A-1B Assessed Property and/or Phases #2A-2B Assessed Property such that the sum of the resulting reduced Assessments levied on Phases #1A-1B Assessed Property and/or Phases #2A-2B Assessed Property equals the amount required to repay the Phases #1A-1B Bonds and/or Phases #2A-2B Bonds, including interest and Administrative Expenses.

F. Payment of Assessments

1. Payment in Full

a) The Assessment for any Parcel may be paid in full at any time. Such payment shall include all Prepayment Costs. If prepayment in full will result in redemption of Phases #1A-1B Bonds or Phases #2A-2B Bonds, the payment amount shall be reduced by the amount, if any, of interest through the date of redemption of Bonds and reserve funds applied to the redemption under the applicable Trust Indenture, net of any other costs applicable to the redemption of such Phases #1A-1B Bonds or Phases #2A-2B Bonds.

b) If an Annual Installment has been billed prior to payment in full of an Assessment, the Annual Installment shall be due and payable and shall be credited against the payment-in-full amount

c) Upon payment in full of the Assessment levied on Phases #1A-1B Assessed Property or Phases #2A-2B Assessed Property and all Prepayment Costs, the City shall deposit the payment in accordance with the applicable Trust Indenture, or other relevant PID documents; whereupon, the Assessment levied on Phases #1A-1B Assessed Property or Phases #2A-2B Assessed Property shall be reduced to zero and the applicable Assessment Roll revised accordingly, and the owner's obligation to pay the Assessment levied on Phases #1A-1B Assessed Property or Phases #2A-2B Assessed Property and Installments thereof shall automatically terminate. The Administrator shall cause the revised Assessment Roll to be approved by the City Council as part of the next Annual Service Plan update. The City shall provide owner with a recordable notice of the termination of the Assessment levied on Phases #1A-1B Assessed Property or Phases #2A-2B Assessed Property. The City Manager or their designee is hereby authorized to execute any such notice or other lien release documents.

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

2. Payment in Annual Installments

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

Phases #1A-1B

Each Assessment shall be paid with interest of no more than the lesser of the actual interest rate paid on the Phases #1A-1B Bonds plus Additional Interest. The Phases #1A-1B Assessment Roll sets forth for each year the Annual Installment for each Parcel within Phases #1A-1B based on a bond interest rate calculated at 2.625% for years 1 through 6 (2021-2026), 3.125% years 7 through 11 (2027-2031), 3.625% for years 12 through 21 (2032-2041), 4.00% for years 22 through 30 (2042-2050), plus Additional Interest at the rate of 0.5% for the Phases #1A-1B Delinquency and Prepayment Reserve as set forth in the Indenture. Furthermore, the Annual Installments on Phases #1A-1B Assessed Property may not exceed the amounts shown on the Phases #1A-1B Assessment Roll. The Phases #1A-1B Assessment Roll, with the actual interest rates on the Phases #1A-1B Bonds, is shown as Appendix G.

Phases #2A-2B

Each Assessment shall be paid with interest of no more than the lesser of the actual interest rate paid on the Phases #2A-2B Bonds plus the Additional Interest. The Phases #2A-2B Assessment Roll sets forth for each year the Annual Installment for each Parcel within Phases #2A-2B based on an estimated interest rate of 6.25% for the Phases #2A-2B Bonds, and Additional Interest at the rate of 0.5% for the Phases #2A-2B Delinquency and Prepayment Reserve as set forth in the Indenture. Furthermore, the Annual Installments on Phases #2A-2B Assessed Property may not exceed the amounts shown on the Phases #2A-2B Assessment Roll. The Phases #2A-2B Assessment Roll, which will be updated with the actual interest rates on the Phases #2A-2B Bonds is shown as Appendix H.

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

The City reserves and shall have the right and option to refund the Phases #1A-1B Bonds and/or Phases #2A-2B Bonds in accordance with Section 372.027 of the PID Act, Chapter 1207 of the Texas Government Code or any other applicable authority provided by the laws of the State of Texas. In the event of such refunding, the Administrator shall recalculate the Annual Installments for Phases #1A-1B Assessed Property and/or Phases #2A-2B Assessed Property, as applicable, and if necessary, may adjust, or decrease, the amount of such Annual Installments so that total Annual Installments of Assessments levied in Phases #1A-1B and/or Phases #2A-2B, as applicable, will be produced in annual amounts that are required to pay the applicable series of refunding bonds when due and payable as required by and established in the applicable ordinance and/or the Trust Indenture authorizing and securing the refunding bonds, and such refunding bonds shall constitute Bonds for purposes of this Service and Assessment Plan.

G. Collection of Annual Installments

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

The collection of the first Annual Installment for a Lot or Parcel within Phases #2A-2B shall commence upon the issuance of Phases #2A-2B Bonds. Such first Annual Installment for a Phases #2A-2B Lot or Parcel for which collection has begun shall begin in October 2023 and shall be due by January 31st of the following calendar year.

Collection of the first Annual Installment for 25 Lots within Phase #1A commenced as of January 31, 2020, based on building permits issued as of August 12, 2020 ("2020 Trigger"). Collection of the first Annual Installment for the remaining 100 Lots located within Phase #1A (34 Lots) and Phase #1B (66 Lots) commenced as of January 31, 2021, following the issuance of the Phases #1A-1B Bonds ("2021 Trigger").

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

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VII. THE ASSESSMENT ROLL

A. PHASES #1A-1B ASSESSMENT ROLL

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

The Phases #1A-1B Assessed Property has been assessed for the special benefits conferred upon such property as a result of the Phases #1A-1B Improvements. Table VII-A.2 summarizes the $5,137,638 in special benefit received by the Phases #1A-1B Assessed Property from the Phases #1A-1B Improvements and costs associated with the PID formation and Phases #1A-1B Bond issuance. The total principal amount of the Phases #1A-1B Bonds was $3,380,000 which is equal to or less than the benefit received by the Phases #1A-1B Assessed Property, and as such the total principal amount of the Assessment for the Phases #1A-1B Assessed Property is $3,380,000 plus annual Administrative Expenses. The Assessment for each Parcel of Phases #1A-1B Assessed Property is calculated based on the methodologies described in Section V.C. of this Service and Assessment Plan. The Phases #1A-1B Assessment Roll is attached hereto as Appendix G.

Table VII-A.1
Phases #1A-1B Reimbursement Agreement
Original Special Benefit Summary

Special Benefit	**Total Cost**
Phases #1A-1B Projects	
Total Authorized Improvements[(1)]	$4,512,146
Total Special Benefit	**$4,512,146**
Special Benefit[1]	
Total Special Benefit	$4,512,146
Projected Assessment	$3,380,000
Excess Benefit	**$1,132,146**

(1) See Table III-A for details.

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Table VII-A.2
Phases #1A-1B Bonds
Updated Special Benefit Summary

Special Benefit	**Total Cost**
Phases #1A-1B Bonds	
Total Authorized Improvements[1]	*$4,512,146*
PID Formation/Bond Costs of Issuance	
Cost of Issuance	$215,000
Capitalized interest	$67,510
Reserve Fund	$201,281
Underwriters Discount	$101,400
Administrative Fund	$23,400
Delinquency and Prepayment Reserve	$16,900
PID Formation/Bond Cost of Issuance	*$625,492*
Total Special Benefit	**$5,137,638**
Special Benefit	
Total Special Benefit	$5,137,638
Projected Special Assessment	$3,380,000
Excess Benefit	**$1,757,638**

(1) See Table III-A for details.

B. PHASES #2A-2B ASSESSMENT ROLL

The City Council has evaluated each Parcel in Phases #2A-2B (based on numerous factors such as the applicable zoning for developable area, the use of proposed Homeowners Association Property, the Public Property, the Phases #2A-2B Improvements, and other development factors deemed relevant by the City Council) to determine the amount of Phases #2A-2B Assessed Property.

The Phases #2A-2B Assessed Property will be assessed for the special benefits conferred upon such property as a result of the Phases #2A-2B Improvements. Table VII-B summarizes the $5,959,147 in special benefit received by the Phases #2A-2B Assessed Property from the Phases #2A-2B Improvements and costs associated with the PID formation and Phases #2A-2B Bond issuance. The total principal amount of the Phases #2A-2B Bonds is $5,635,000 which is equal to or less than the benefit received by the Phases #2A-2B Assessed Property, and as such the total principal amount of the Assessment for all Phases #2A-2B Assessed Property is $5,635,000 plus annual Administrative Expenses. The Assessment for each Parcel of Phases #2A-2B Assessed Property is calculated based on the methodologies described in Section V.C. of this Service and Assessment Plan. The Phases #2A-2B Assessment Roll is attached hereto as Appendix H.

Table VII-B
Phases #2A-2B Bonds
Special Benefit Summary

Special Benefit	**Total Cost**
Phases #2A-2B Bonds	
Total Authorized Improvements[1]	*$4,660,183*
Estimated PID Formation/Bond Costs of Issuance	
Cost of Issuance	$367,411
Capitalized interest	$264,141
Reserve Fund	$430,188
Underwriters Discount	$169,050
Administrative Fund	$40,000
Delinquency and Prepayment Reserve	$28,175
PID Formation/Bond Cost of Issuance	*$1,298,964*
Total Special Benefit	**$5,959,147**
Special Benefit	
Total Special Benefit	$5,959,147
Projected Special Assessment	$5,635,000
Excess Benefit	**$324,147**

(1) See Table III-B for details.

C. Annual Assessment Roll Updates

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

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VIII. MISCELLANEOUS PROVISIONS

A. ADMINISTRATIVE REVIEW

The City may elect to designate a third party to serve as Administrator at any time in the City's sole discretion.

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

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

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

B. TERMINATION OF ASSESSMENTS

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

C. AMENDMENTS

Amendments to the Service and Assessment Plan can be made as permitted or required by the PID Act and under Texas law.

To the extent permitted by the PID Act, the City Council reserves the right to amend this Service and Assessment Plan without notice under the PID Act and without notice to property owners of Parcels:

> (i) to correct mistakes and clerical errors; (ii) to clarify ambiguities; (iii) to provide procedures for the collection and enforcement of Assessments, Prepayment Costs, Collection Costs, and other charges imposed by the Service and Assessment Plan, and (iv) as may be required by the Attorney General of Texas in connection with the issuance of any series of Bonds.

D. ADMINISTRATION AND INTERPRETATION OF PROVISIONS

The City Council shall administer the PID, this Service and Assessment Plan, and all Annual Service Plan Updates consistent with the PID Act, and shall make all interpretations and determinations related to the application of this Service and Assessment Plan unless stated otherwise herein or in the Trust Indenture; such interpretations and determinations shall be conclusive

E. SEVERABILITY

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

If any provision of this Service and Assessment Plan is determined by a court to be unenforceable, the unenforceable provision shall be deleted from this Service and Assessment Plan and the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the City.

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APPENDIX A
THE PID MAP

KINGS FORT

Kaufman, Texas
10-11-2022
17013

50' Lots	- 59	Sold
50'/55'/60' Lots	- 66	Sold
50'/55'/60'/65' Lots	- 166	Shown

This layout is for conceptual purposes only, based on preliminary information.
Image is shown at **1" = 200'** when printed 24 x 36.

CONCEPT PLAN FOR MEARA COMPANY DEVELOPMENTS
AT KINGS FORT DEVELOPMENT
D. FALCON SURVEY, ABSTRACT NO. 151

OWNER
JWS LAND, LTD.
5900 S. Lake Forest, Suite 295
McKinney, Texas 75070
(469) 213-3005

DOWDEY, ANDERSON & ASSOCIATES, INC.
A Pape-Dawson Engineers Company

APPENDIX B
BUDGETED COSTS OF AUTHORIZED IMPROVEMENTS

GEORGETOWN AT KINGS FORT - 305 Single Family Lots
PUBLIC IMPROVEMENT DISTRICT COST BREAKDOWN
May 23, 2019
SUMMARY

			Phases				Total
DIRECT PUBLIC COSTS			1A - 59 Lots	1B - 66 Lots	2A - 58 Lots	2B - 122 Lots	
1	Clearing / Excavation		$ 48,425	$ 122,200	$ 74,425	$ 240,825	$ 485,875
2	Water		$ 186,910	$ 153,250	$ 92,175	$ 300,975	$ 733,310
3	Sanitary Sewer		$ 161,385	$ 121,390	$ 74,870	$ 244,230	$ 601,875
4	Storm Sewer		$ 436,150	$ 205,750	$ 124,000	$ 428,000	$ 1,193,900
5	Pavement		$ 560,500	$ 501,525	$ 301,065	$ 975,150	$ 2,338,240
6	Retaining Walls						
7	Erosion Control						
8	Amenities/Landscaping/Screening		$ 15,000	$ 14,400	$ -	$ -	$ 29,400
9	Franchise Utilities						
10	Miscellaneous		$ 5,230	$ 6,221	$ 3,787	$ -	$ 15,238
11	Phase 1A Dirtwork for the Benefit of 2A		$ (3,400)	$ -	$ 3,400	$ -	$ -
12	Phase 1B Storm Sewer for the Benefit of 2A & 2B		$ (30,000)	$ -	$ 10,000	$ 20,000	$ -
13	Phase 1B Paving for the Benefit of 2A & 2B		$ (58,125)	$ -	$ 19,375	$ 38,750	$ -
14	Phase 1B Water for the Benefit of 2A & 2B		$ (9,188)	$ -	$ 3,063	$ 6,125	$ -
	Hard Cost Subtotal		**$ 1,312,887**	**$ 1,124,736**	**$ 706,160**	**$ 2,254,055**	**$ 5,397,838**
15	Engineering/Surveying	10%	$ 131,289	$ 112,474	$ 70,616	$ 225,406	$ 539,784
16	Construction Management	1%	$ 13,129	$ 11,247	$ 7,062	$ 22,541	$ 53,978
17	District Formation Costs		$ 153,100	$ 153,100	$ -	$ -	$ 306,200
18	Contingency		$ 156,027	$ 105,103	$ 72,826	$ 210,042	$ 543,998
19	**Soft Cost Subtotal**		**$ 453,545**	**$ 381,924**	**$ 150,504**	**$ 457,988**	**$ 1,443,961**
	TOTAL DIRECT COSTS		**$ 1,766,432**	**$ 1,506,660**	**$ 856,664**	**$ 2,712,043**	**$ 6,841,799**

			Phases				Total
MAJOR IMPROVEMENTS (CTAL BENEFIT)			1A - 59 Lots	1B - 66 Lots	2A - 58 Lots	2B - 122 Lots	
1	Clearing / Excavation						
2	Water		$ 216,900				$ 216,900
3	Sanitary Sewer						
4	Storm Sewer						
5	Pavement						
6	Retaining Walls						
7	Erosion Control						
8	Amenities/Landscaping/Screening						
9	Franchise Utilities						
10	Miscellaneous						
10A	Phase 1A Water for the Benefit of 1B, 2A AND 2B		$ (173,881)	$ 46,651	$ 40,996	$ 86,234	$ -
	Hard Cost Subtotal		**$ 43,019**	**$ 46,651**	**$ 40,996**	**$ 86,234**	**$ 216,900**
11	Engineering/Surveying	10%	$ 4,302	$ 4,665	$ 4,100	$ 8,623	$ 21,690
12	Construction Management	1%	$ 430	$ 467	$ 410	$ 862	$ 2,169
13	Contingency		$ 2,710	$ 4,665	$ 4,100	$ 8,623	$ 20,098
14	**Soft Cost Subtotal**		**$ 7,442**	**$ 9,797**	**$ 8,609**	**$ 18,109**	**$ 43,957**
	TOTAL MAJOR IMPROVEMENT COSTS		**$ 50,461**	**$ 56,448**	**$ 49,605**	**$ 104,343**	**$ 260,857**

			Phases				Total
PRIVATE COSTS			Summary	1B - 66 Lots	2A - 58 Lots	2B - 122 Lots	
1	Clearing / Excavation		$ 341,500	$ 403,500	$ 243,500	$ 815,000	$ 1,803,500
2	Water						
3	Sanitary Sewer						
4	Storm Sewer						
5	Pavement						
6	Retaining Walls		$ 59,000	$ 66,000	$ 42,000	$ 122,000	$ 289,000
7	Erosion Control		$ 26,590	$ 15,050	$ 11,250	$ 39,348	$ 92,238
8	Amenities/Landscaping/Screening		$ 268,750	$ 10,000	$ -	$ -	$ 278,750
9	Franchise Utilities		$ 59,000	$ 66,000	$ 58,000	$ 122,000	$ 305,000
10	Miscellaneous						
	Hard Cost Subtotal		**$ 754,840**	**$ 560,550**	**$ 354,750**	**$ 1,098,348**	**$ 2,768,488**
11	Engineering/Surveying	10%	$ 75,484	$ 56,055	$ 35,475	$ 109,835	$ 276,849
12	Construction Management	1%	$ 7,548	$ 5,606	$ 3,548	$ 10,983	$ 27,685
13	Contingency		$ 73,654	$ 61,221	$ 20,546	$ 122,849	$ 278,269
14	**Soft Cost Subtotal**		$ 156,686	$ 122,881	$ 59,568	$ 243,668	$ 582,803
	TOTAL PRIVATE COSTS		**$ 911,526**	**$ 683,431**	**$ 414,318**	**$ 1,342,015**	**$ 3,351,290**

GRAND TOTAL COSTS	**$ 2,728,419**	**$ 2,246,539**	**$ 1,320,587**	**$ 4,158,401**	**$ 10,453,946**

GEORGETOWN AT KINGS FORT - 305 Single Family Lots
PUBLIC IMPROVEMENT DISTRICT COST BREAKDOWN
May 23, 2019

				PHASE 1A		PHASE 1B		PHASE 2A		PHASE 2B		TOTAL ALL	
		UNIT COST	UNIT	QTY	TOTAL	QTY	TOTAL	QTY	TOTAL	QTY	TOTAL	QTY	TOTAL
	DIRECT PUBLIC COSTS	($)	(-)	(± #)	($)	(± #)	($)	(± #)	($)	(± #)	($)	(± #)	($)
1	Clearing / Excavation												
	CLEARING & GRUBBING, TREE REMOVAL	$ 2,500.00	AC.	-	$ -		$ -		$ -		$ -	-	$ -
	CONSTRUCTION ENTRANCE	$ 2,600.00	EA.	1	$ 2,600.00		$ -		$ -		$ -	1	$ 2,600.00
	MOISTURE CONDITION PADS	$ 4,000.00	LOT		$ -		$ -		$ -		$ -	-	$ -
	UNCLASSIFIED EXCAVATION (DIRT)	$ 3.25	CY.	14,100	$ 45,825.00	37,600	$ 122,200.00	22,900	$ 74,425.00	74,100	$ 240,825.00	148,700	$ 483,275.00
	LOT BENCHING	$ 500.00	LT.		$ -		$ -		$ -		$ -	-	$ -
	FINAL LOT BENCHING	$ 250.00	LT.		$ -		$ -		$ -		$ -	-	$ -
	Total Clearing / Exacavation				$ 48,425.00		$ 122,200.00		$ 74,425.00		$ 240,825.00		$ 485,875.00
2	Water												
	8" P.V.C. WATERLINE	$ 26.00	LF.	3,600	$ 93,600.00	3,300	$ 85,800.00	1,350	$ 35,100.00	5,750	$ 149,500.00	14,000	$ 364,000.00
	8" GATE VALVE & BOX	$ 1,250.00	EA.	12	$ 15,000.00	8	$ 10,000.00	4	$ 5,000.00	22	$ 27,500.00	46	$ 57,500.00
	12" X 8" TAPPING SLEEVE AND VALVE	$ 3,000.00	EA.	1	$ 3,000.00		$ -		$ -		$ -	1	$ 3,000.00
	FIRE HYDRANT ASSEMBLY (W/ 6" VALVE)	$ 4,000.00	EA.	8	$ 32,000.00	4	$ 16,000.00	4	$ 16,000.00	10	$ 40,000.00	26	$ 104,000.00
	5/8" x 3/4" COPPER SINGLE WATER SERVICE	$ 550.00	EA.	59	$ 32,450.00	66	$ 36,300.00	58	$ 31,900.00	122	$ 67,100.00	305	$ 167,750.00
	1" IRRIGATION SERVICE	$ 1,030.00	EA.	2	$ 2,060.00		$ -		$ -		$ -	2	$ 2,060.00
	MISCELLANEOUS FITTINGS	$ 3,500.00	TN.	2	$ 7,000.00	1	$ 3,500.00	1	$ 3,500.00	4	$ 14,000.00	8	$ 28,000.00
	TESTING & CHLORINATION	$ 0.50	LF.	3,600	$ 1,800.00	3,300	$ 1,650.00	1,350	$ 675.00	5,750	$ 2,875.00	14,000	$ 7,000.00
	Total Water				$ 186,910.00		$ 153,250.00		$ 92,175.00		$ 300,975.00		$ 733,310.00
3	Sanitary Sewer												
	8" P.V.C. PIPE SDR-35	$ 26.00	LF.	2,855	$ 74,230.00	2,000	$ 52,000.00	1,000	$ 26,000.00	5,145	$ 133,770.00	11,000	$ 286,000.00
	4' DIAMETER MANHOLE	$ 3,180.00	EA.	14	$ 44,520.00	8	$ 25,440.00	4	$ 12,720.00	9	$ 28,620.00	35	$ 111,300.00
	4" SANITARY SEWER SERVICE	$ 575.00	EA.	59	$ 33,925.00	66	$ 37,950.00	58	$ 33,350.00	122	$ 70,150.00	305	$ 175,375.00
	2000 PSI CONCRETE ENCASEMENT	$ 40.00	LF.	75	$ 3,000.00	50	$ 2,000.00	20	$ 800.00	35	$ 1,400.00	180	$ 7,200.00
	TRENCH SAFETY	$ 1.00	LF.	2,855	$ 2,855.00	2,000	$ 2,000.00	1,000	$ 1,000.00	5,145	$ 5,145.00	11,000	$ 11,000.00
	TESTING & T.V. INSPECTION	$ 1.00	LF.	2,855	$ 2,855.00	2,000	$ 2,000.00	1,000	$ 1,000.00	5,145	$ 5,145.00	11,000	$ 11,000.00
	Total Sanitary Sewer				$ 161,385.00		$ 121,390.00		$ 74,870.00		$ 244,230.00		$ 601,875.00
4	Storm Sewer												
	18" R.C.P. *(Reinforced Concrete Pipe)*	$ 45.00	L.F.	500	$ 22,500.00	500	$ 22,500.00	100	$ 4,500.00	300	$ 13,500.00	1,400	$ 63,000.00
	24" R.C.P.	$ 53.00	L.F.	800	$ 42,400.00	1,000	$ 53,000.00		$ -	1,200	$ 63,600.00	3,000	$ 159,000.00
	30" R.C.P.	$ 73.00	L.F.	400	$ 29,200.00	1,000	$ 73,000.00		$ -	800	$ 58,400.00	2,200	$ 160,600.00
	36" R.C.P.	$ 90.00	L.F.	400	$ 36,000.00	250	$ 22,500.00		$ -	150	$ 13,500.00	800	$ 72,000.00
	42" R.C.P.	$ 110.00	L.F.	450	$ 49,500.00		$ -		$ -	50	$ 5,500.00	500	$ 55,000.00
	48" R.C.P.	$ 135.00	L.F.	400	$ 54,000.00		$ -		$ -		$ -	400	$ 54,000.00
	60" R.C.P.	$ 165.00	L.F.	500	$ 82,500.00		$ -		$ -		$ -	500	$ 82,500.00
	10' CURB INLET	$ 3,200.00	EA.	12	$ 38,400.00	6	$ 19,200.00	2	$ 6,400.00	24	$ 76,800.00	44	$ 140,800.00
	4' STORM SEWER MANHOLE	$ 3,200.00	EA.	5	$ 16,000.00	4	$ 12,800.00		$ -	6	$ 19,200.00	15	$ 48,000.00
	36" TYPE "B" PRE-CAST HEADWALL (WITH STONE VENEER)	$ 5,000.00	EA.	1	$ 5,000.00		$ -		$ -		$ -	1	$ 5,000.00
	48" TYPE "B" PRE-CAST HEADWALL (WITH STONE VENEER)	$ 8,500.00	EA.		$ -		$ -	1	$ 8,500.00		$ -	1	$ 8,500.00
	60" TYPE "B" PRE-CAST HEADWALL (WITH STONE VENEER)	$ 13,000.00	EA.	1	$ 13,000.00		$ -		$ -		$ -	1	$ 13,000.00
	3 - 4' x 6' RCB	$ 500.00	L.F.		$ -		$ -	125	$ 62,500.00	350	$ 175,000.00	475	$ 237,500.00
	3 - 4' x 6' RCB HEADWALL	$ 25,000.00	EA.		$ -		$ -	1	$ 25,000.00		$ -	1	$ 25,000.00
	ROCK RIP RAP	$ 85.00	S.Y.	520	$ 44,200.00		$ -	200	$ 17,000.00		$ -	720	$ 61,200.00
	DETENTION POND	$ 100,000.00	L.S.		$ -		$ -		$ -		$ -	-	$ -
	TRENCH SAFETY	$ 1.00	L.F.	3,450	$ 3,450.00	2,750	$ 2,750.00	100	$ 100.00	2,500	$ 2,500.00	8,800	$ 8,800.00
	Total Storm Sewer				$ 436,150.00		$ 205,750.00		$ 124,000.00		$ 428,000.00		$ 1,193,900.00
5	Pavement												
	6" REINF. CONCRETE STREET PAVEMENT (31' B-B)	$ 36.00	SY.	11,000	$ 396,000.00	11,000	$ 396,000.00	6,500	$ 234,000.00	21,500	$ 774,000.00	50,000	$ 1,800,000.00
	8" LIME TREATED SUBGRADE	$ 4.50	SY.	12,000	$ 54,000.00	11,250	$ 50,625.00	6,750	$ 30,375.00	23,000	$ 103,500.00	53,000	$ 238,500.00
	HYDRATED LIME (36 IBS/SY)	$ 210.00	TN.	220	$ 46,200.00	210	$ 44,100.00	149	$ 31,290.00	375	$ 78,750.00	954	$ 200,340.00
	STATE HIGHWAY 34 DECEL LANE	$ 40,000.00	EA.	1	$ 40,000.00		$ -		$ -		$ -	1	$ 40,000.00
	BARRIER FREE RAMPS	$ 1,350.00	EA.	18	$ 24,300.00	8	$ 10,800.00	4	$ 5,400.00	14	$ 18,900.00	44	$ 59,400.00
	Total Pavement				$ 560,500.00		$ 501,525.00		$ 301,065.00		$ 975,150.00		$ 2,338,240.00
6	Retaining Walls												
7	Erosion Control												
8	Amenities/Landscaping/Screening												
	Emergency Warning Siren	$ 15,000.00	EA.	1	$ 15,000.00		$ -		$ -		$ -	1	$ 15,000.00
	Trail	$ 4.50	SF			3,200	$ 14,400.00					3,200	$ 14,400.00
	Total Amenities/Landscaping/Screening				$ 15,000.00		$ 14,400.00						$ 29,400.00
9	Franchise Utilities	$ 1,000.00	LOT									-	$ -
	Total Franchise Utilities				$ -		$ -		$ -		$ -		$ -
10	Miscellaneous				$ 5,230.00		$ 6,221.00		$ 3,787.00				$ 15,238.00
10A	Phase 1A Dirtwork for the Benefit of 2A				$ (3,400.00)				$ 3,400.00				$ -
10B	Phase 1B Storm Sewer for the Benefit of 2A & 2B				$ (30,000.00)				$ 10,000.00		$ 20,000.00		$ -
10C	Phase 1B Paving for the Benefit of 2A & 2B				$ (58,125.00)				$ 19,375.00		$ 38,750.00		$ -
10D	Phase 1B Water for the Benefit of 2A & 2B				$ (9,188.00)				$ 3,063.00		$ 6,125.00		$ -
	HARD COST SUBTOTAL				**$ 1,312,887**		**$ 1,124,736**		**$ 706,160**		**$ 2,254,055**		**$ 5,397,838**
11	Engineering/Surveying				$ 131,289		$ 112,474		$ 70,616		$ 225,406		$ 539,784
12	Construction Management				$ 13,129		$ 11,247		$ 7,062		$ 22,541		$ 53,978
13	District Formation Costs				$ 153,100		$ 153,100						$ 306,200
14	Contingency				$ 156,027		$ 105,103		$ 72,826		$ 210,042		$ 543,998
15	**Soft Cost Subtotal**				**$ 453,545**		**$ 381,924**		**$ 150,504**		**$ 457,988**		**$ 1,443,961**
	GRAND TOTAL COSTS				**$ 1,766,432**		**$ 1,506,660**		**$ 856,664**		**$ 2,712,043**		**$ 6,841,799**

GEORGETOWN AT KINGS FORT - 305 Single Family Lots
Major
May 23, 2019

				PHASE 1A		PHASE 1B		PHASE 2A		PHASE 2B		TOTAL ALL	
		UNIT COST	UNIT	QTY	TOTAL	QTY	TOTAL	QTY	TOTAL	QTY	TOTAL	QTY	TOTAL
	MAJOR IMPROVEMENTS (CTAL BENEFIT)	($)	(-)	(± #)	($)	(± #)	($)	(± #)	($)	(± #)	($)	(± #)	($)
1	Clearing / Excavation												
2	Water												
	12" P.V.C. WATERLINE	$ 40.00	LF.	3,200	$ 128,000.00							3,200	$ 128,000.00
	12" GATE VALVE & BOX	$ 2,500.00	EA.	13	$ 32,500.00							13	$ 32,500.00
	BLOWOFF VALVE	$ 2,000.00	EA.	1	$ 2,000.00							1	$ 2,000.00
	FIRE HYDRANT ASSEMBLY (W/ 6" VALVE)	$ 4,000.00	EA.	11	$ 44,000.00							11	$ 44,000.00
	MISCELLANEOUS FITTINGS	$ 3,500.00	TN.	1.6	$ 5,600.00							2	$ 5,600.00
	TRENCH SAFETY	$ 1.00	LF.	3,200	$ 3,200.00							3,200	$ 3,200.00
	TESTING & CHLORINATION	$ 0.50	LF.	3,200	$ 1,600.00							3,200	$ 1,600.00
	Total Water			$	216,900.00	$	-	$	-	$	-	$	216,900.00
3	Sanitary Sewer												
4	Storm Sewer												
5	Pavement												
6	Retaining Walls												
7	Erosion Control												
8	Amenities/Landscaping/Screening												
9	Franchise Utilities												
10	Miscellaneous												
10A	Phase 1A Water for the Benefit of 1B, 2A AND 2B			$	(173,881.00)	$	46,651.00	$	40,996.00	$	86,234.00	$	-
	HARD COST SUBTOTAL			**$**	**43,019**	**$**	**46,651**	**$**	**40,996**	**$**	**86,234**	**$**	**216,900**
11	Engineering/Surveying			$	4,302	$	4,665	$	4,100	$	8,623	$	21,690
12	Construction Management			$	430	$	467	$	410	$	862	$	2,169
13	Contingency			$	2,710	$	4,665	$	4,100	$	8,623	$	20,098
14	**Soft Cost Subtotal**			**$**	**7,442**	**$**	**9,797**	**$**	**8,609**	**$**	**18,109**	**$**	**43,957**
	GRAND TOTAL COSTS			**$**	**50,461**	**$**	**56,448**	**$**	**49,605**	**$**	**104,343**	**$**	**260,857**

GEORGETOWN AT KINGS FORT - 305 Single Family Lots
PUBLIC IMPROVEMENT DISTRICT COST BREAKDOWN
May 23, 2019

				PHASE 1A		PHASE 1B		PHASE 2A		PHASE 2B		TOTAL ALL	
		UNIT COST	UNIT	QTY	TOTAL	QTY	TOTAL	QTY	TOTAL	QTY	TOTAL	QTY	TOTAL
PRIVATE COSTS		($)	(-)	(± #)	($)	(± #)	($)	(± #)	($)	(± #)	($)	(± #)	($)
1	Clearing / Excavation												
	CLEARING & GRUBBING, TREE REMOVAL	$ 2,500.00	AC.	$ -	$ -		$ -		$ -		$ -	$ -	$ -
	CONSTRUCTION ENTRANCE	$ 2,600.00	EA.		$ -		$ -		$ -		$ -	$ -	$ -
	MOISTURE CONDITION PADS	$ 3,000.00	LOT	$ 59	$ 177,000	$ 66	$ 198,000	$ 58	$ 174,000	$ 122	$ 366,000	$ 305	$ 915,000
	UNCLASSIFIED EXCAVATION (DIRT)	$ 3.25	CY.	$ 37,000	$ 120,250	$ 48,000	$ 156,000	$ 8,000	$ 26,000	$ 110,000	$ 357,500	$ 203,000	$ 659,750
	LOT BENCHING	$ 500.00	LT.	$ 59	$ 29,500	$ 66	$ 33,000	$ 58	$ 29,000	$ 122	$ 61,000	$ 305	$ 152,500
	FINAL LOT BENCHING	$ 250.00	LT.	$ 59	$ 14,750	$ 66	$ 16,500	$ 58	$ 14,500	$ 122	$ 30,500	$ 305	$ 76,250
	Total Clearing / Exacavation				$ 341,500		$ 403,500		$ 243,500		$ 815,000		$ 1,803,500
2	Water												
3	Sanitary Sewer												
4	Storm Sewer												
5	Pavement												
6	Retaining Walls												
	RETAINING WALLS	$ 1,000.00	LOT	$ 59	$ 59,000	$ 66	$ 66,000	$ 42	$ 42,000	$ 122	$ 122,000	$ 289	$ 289,000
	Total Retaining Walls				$ 59,000		$ 66,000		$ 42,000		$ 122,000		$ 289,000
7	Erosion Control												
	SILT FENCE (HIGH FLOW)	$ 1.50	LF.	$ 2,500	$ 3,750	$ 500	$ 750	$ 500	$ 750	$ 1,525	$ 2,288	$ 5,025	$ 7,538
	ROCK CHECK DAMS	$ 1,800.00	EA.	$ 2	$ 3,600	$ 1	$ 1,800		$ -	$ 2	$ 3,600	$ 5	$ 9,000
	8' ROLL OF CURLEX WITH SEED ALONG COMPLETED STREETS	$ 1.60	LF.	$ 6,900	$ 11,040	$ 4,000	$ 6,400	$ 3,000	$ 4,800	$ 11,100	$ 17,760	$ 25,000	$ 40,000
	INLET PROTECTION	$ 350.00	EA	$ 12	$ 4,200	$ 6	$ 2,100	$ 2	$ 700	$ 22	$ 7,700	$ 42	$ 14,700
	DISK & SEED FINISHED LOTS	$ 500.00	AC.	$ 8	$ 4,000	$ 8	$ 4,000	$ 10	$ 5,000	$ 16	$ 8,000	$ 42	$ 21,000
	Total Erosion Control				$ 26,590		$ 15,050		$ 11,250		$ 39,348		$ 92,238
8	Amenities/Landscaping/Screening												
	Screening Wall	$ 2.00	SF.	$ 25,000	$ 50,000	$ 5,000	$ 10,000					$ 30,000	$ 60,000
	Landscaping	$ 125.00	LF.	$ 1,750	$ 218,750							$ 1,750	$ 218,750
	Total Amenities/Landscaping/Screening				$ 268,750		$ 10,000						$ 278,750
9	Franchise Utilities	$ 1,000.00	LOT	$ 59	$ 59,000	$ 66	$ 66,000	$ 58	$ 58,000	$ 122	$ 122,000	$ 305	$ 305,000
	Total Franchise Utilities				$ 59,000		$ 66,000		$ 58,000		$ 122,000		$ 305,000
10	Miscellaneous												$ -
	HARD COST SUBTOTAL				**$ 754,840**		**$ 560,550**		**$ 354,750**		**$ 1,098,348**		**$ 2,768,488**
11	Engineering/Surveying				$ 75,484		$ 56,055		$ 35,475		$ 109,835		$ 276,849
12	Construction Management				$ 7,548		$ 5,606		$ 3,548		$ 10,983		$ 27,685
13	Contingency				$ 73,654		$ 61,221		$ 20,546		$ 122,849		$ 278,269
14	**Soft Cost Subtotal**				**$ 156,686**		**$ 122,881**		**$ 59,568**		**$ 243,668**		**$ 582,803**
	GRAND TOTAL COSTS				**$ 911,526**		**$ 683,431**		**$ 414,318**		**$ 1,342,015**		**$ 3,351,290**

GEORGETOWN AT KINGS FORT - Phase 2A & 2B
PUBLIC IMPROVEMENT DISTRICT COST BREAKDOWN
06.15.2022 166 Lots
SUMMARY

DIRECT PUBLIC COSTS			2A - 94 Lots	2B - 72 Lots	Total 166 Lots
1	Clearing / Excavation		$ 226,948	$ 137,909	$ 364,856
2	Water		$ 386,601	$ 292,121	$ 678,722
3	Sanitary Sewer		$ 361,501	$ 249,576	$ 611,077
4	Storm Sewer		$ 529,034	$ 212,701	$ 741,736
5	Pavement		$ 610,965	$ 471,847	$ 1,082,812
6	Retaining Walls				$ -
7	Erosion Control		$ 31,112	$ 20,872	$ 51,984
8	Amenities/Landscaping/Screening		$ -	$ -	$ -
9	Franchise Utilities				$ -
10	Miscellaneous		$ 3,787	$ -	$ 3,787
11	Phase 1A Dirtwork for the Benefit of 2A		$ 3,400	$ -	$ 3,400
12	Phase 1B Storm Sewer for the Benefit of 2A & 2B		$ 10,000	$ 20,000	$ 30,000
13	Phase 1B Paving for the Benefit of 2A & 2B		$ 19,375	$ 38,750	$ 58,125
14	Phase 1B Water for the Benefit of 2A & 2B		$ 3,063	$ 6,125	$ 9,188
	Hard Cost Subtotal		**$ 2,185,787**	**$ 1,449,901**	**$ 3,635,687**
15	Engineering/Surveying/Professional Services	10%	$ 237,877	$ 161,597	$ 399,474
16	Construction Management	5%	$ 109,289	$ 72,495	$ 181,784
17	District Formation Costs-Bond Issuance costs		$ 126,368	$ 96,792	$ 223,160
18	City Inspection Fee	3%	$ 56,643	$ 36,787	$ 93,430
19	Contingency	5%	$ 126,648	g	$ 126,648
20	**Soft Cost Subtotal**		**$ 656,824**	**$ 367,672**	**$ 1,024,496**
	TOTAL DIRECT COSTS		**$ 2,842,611**	**$ 1,817,573**	**$ 4,660,183**

MAJOR IMPROVEMENTS (CTAL BENEFIT)			2A - 94 Lots	2B - 72 Lots	Total
1	Clearing / Excavation				
2	Water				$ -
3	Sanitary Sewer				
4	Storm Sewer				
5	Pavement				
6	Retaining Walls				
7	Erosion Control				
8	Amenities/Landscaping/Screening				
9	Franchise Utilities				
10	Miscellaneous				
10A	Phase 1A Water for the Benefit of 1B, 2A AND 2B				$ -
	Hard Cost Subtotal				**$ -**
11	Engineering/Surveying	10%			$ -
12	Construction Management	1%			$ -
13	Contingency				$ -
14	**Soft Cost Subtotal**		**$ -**	**$ -**	**$ -**
	TOTAL MAJOR IMPROVEMENT COSTS		**$ -**	**$ -**	**$ -**

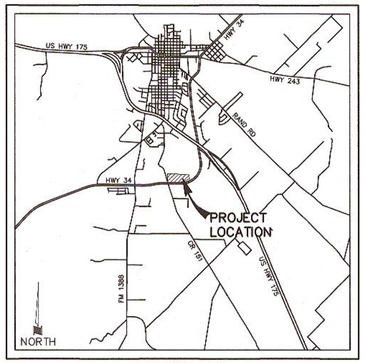
PRIVATE COSTS			2A - 94 Lots	2B - 72 Lots	Total
1	Clearing / Excavation		$ 518,180	$ 410,806	$ 928,985
2	Water				$ -
3	Sanitary Sewer				$ -
4	Storm Sewer				$ -
5	Pavement				$ -
6	Retaining Walls				$ -
7	Erosion Control				$ -
8	Amenities/Landscaping/Screening		$ 20,000	$ 16,000	$ 36,000
9	Franchise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

GRAND TOTAL COSTS	**$ 3,519,123**	**$ 2,419,857**	**$ 5,938,979**

APPENDIX C
DIAGRAMS OF THE AUTHORIZED IMPROVEMENTS

CONSTRUCTION PLANS

GEORGETOWN AT KINGS FORT PHASE ONE



LOCATION MAP
NOT TO SCALE

AUGUST 2018

CITY OF KAUFMAN
KAUFMAN COUNTY, TEXAS

Approved By: [signature]
For Construction

THESE CONSTRUCTION PLANS WERE PREPARED UNDER THE RESPONSIBLE SUPERVISION OF COLIN W. HELFFRICH, LICENSED PROFESSIONAL ENGINEER NO. 112927.
[signature] 10/3/18

STATE OF TEXAS
COLIN W. HELFFRICH
112927
LICENSED
PROFESSIONAL ENGINEER

OWNER

GEORGETOWN KF, LTD.
5900 S. LAKE FOREST, SUITE 295
MCKINNEY, TEXAS 75070-2433
CONTACT: JIM MEARA

ENGINEER

DOWDEY, ANDERSON & ASSOCIATES, INC.
STATE REGISTRATION NUMBER F-399
5225 VILLAGE CREEK DRIVE, SUITE 200
972-931-0694 PLANO, TEXAS 75093
CONTACT: COLIN W. HELFFRICH

INDEX

PLATE	DESCRIPTION
	COVER SHEET
1–2	FINAL PLAT
3	CITY OF KAUFMAN GENERAL NOTES
4–8	PAVING PLAN & PROFILES
9–10	GRADING PLAN
11	EROSION CONTROL PLAN
12	EXISTING DRAINAGE AREA MAP
13	DRAINAGE AREA MAP
14–17	STORM SEWER PLAN & PROFILES
18–20	12" WATERLINE EXTENSION PLAN & PROFILES
21	WATER & SANITARY SEWER PLAN
22–23	SANITARY SEWER PROFILES
24	STREET LIGHT & SIGN PLAN
25	TxDOT DRIVEWAY ACCESS PLAN
(4)	TxDOT DETAILS
(8)	NCTCOG DETAILS

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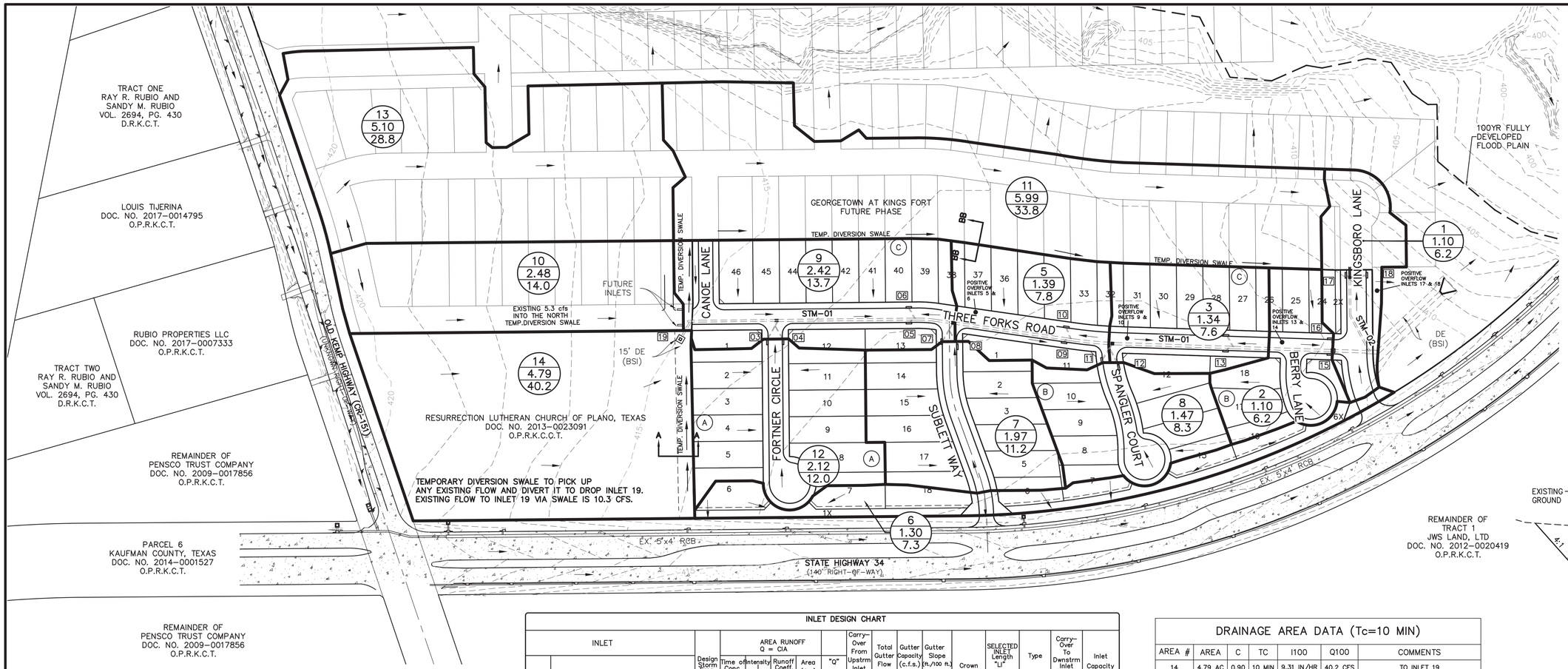


GRAPHIC SCALE

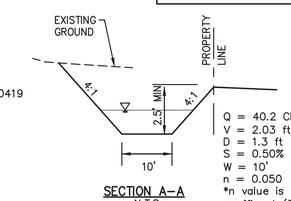
100 150 0 100 300

(IN FEET)
1 inch = 100 ft.

DOWDEY, ANDERSON & ASSOCIATES, INC.

Legend

A-1	Drainage Area
4.32	Acreage
12.3	Runoff (cfs)
	Flow Direction
	Drainage Divide
619	Exist. Contour
	Proposed Inlet
DE	Drainage Easement



Q = 40.2 CFS
V = 2.03 ft/s
D = 1.3 ft
S = 0.50%
W = 10'
n = 0.050
*n value is the average roughness coefficent (Table 7).
Dense Weeds, Little Brush
-0.040 (max)
Weeds, Heavy Brush on Banks
-0.060 (max)

SECTION A-A
N.T.S.

BENCHMARK #1
"X" CUT ON TOP OF CURB AT THE BACK LEFT CORNER OF DOLLAR GENERAL STORE NEAR INTERSECTION OF SOUTH WASHINGTON STREET AND KINGS FORT PARKWAY.
ELEVATION=440.31' (FIELD)

BENCHMARK #2
"X" CUT ON TOP OF CURB AT FRONT NORTHEAST PARKING LOT OF EAST WALMART STORE NEAR THE END OF THE EXISTING KINGS FORT PARKWAY.
ELEVATION=424.63' (HELD)

DAA BENCHMARKS SET:
"X" CUT ON INLET AT WEST END OF HWY 34 BRIDGE ON NORTH SIDE OF MEDIAN.
ELEVATION=409.194'

"X" CUT ON INLET AT NE INTERSECTION OF HWY 34 AND CR 151.
ELEVATION=419.339'

INLET DESIGN CHART

INLET No.	Location	Design Storm Freq. (yrs.)	Time of Conc. (min.)	Intensity I (in./hr.)	Runoff Coeff. ("C")	Area (Ac.)	"Q" (c.f.s.)	Carry-Over From Upstrm Inlet (c.f.s.)	Total Gutter Flow (c.f.s.)	Gutter Capacity (c.f.s.)	Gutter Slope (ft./100 ft.)	Crown Type	SELECTED INLET Length "Li" (Feet)	Type	Carry-Over To Dwnstrm Inlet (c.f.s.)	Inlet Capacity (c.f.s.)
			AREA RUNOFF Q = CIA													
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
3	0+48 FORTNER CIRCLE	100	15	8.07	0.70	0.96	6.0	–	6.0	8.5	0.60%	1/3"/FT	10'	STD	–	7.1
4	0+48 FORTNER CIRCLE	100	15	8.07	0.70	0.96	6.0	–	6.0	8.5	0.60%	1/3"/FT	10'	STD	–	7.1
5	8+50 THREE FORKS ROAD	100	15	8.07	0.70	1.20	6.8	–	6.8	–	"SAG"	1/3"/FT	10'	STD	–	20.0
6	8+50 THREE FORKS ROAD	100	15	8.07	0.70	1.20	6.7	–	6.7	–	"SAG"	1/3"/FT	10'	STD	–	20.0
7	0+44 SUBLETT WAY	100	15	8.07	0.70	0.96	5.2	–	5.2	8.5	0.60%	1/3"/FT	10'	STD	–	7.1
8	0+54 SUBLETT WAY	100	15	8.07	0.70	0.96	5.2	–	5.2	8.5	0.60%	1/3"/FT	10'	STD	–	7.1
9	5+52 THREE FORKS ROAD	100	15	8.07	0.70	0.70	3.9	–	3.9	–	SAG	1/3"/FT	10'	STD	–	20.0
10	5+52 THREE FORKS ROAD	100	15	8.07	0.70	0.69	3.9	–	3.9	–	SAG	1/3"/FT	10'	STD	–	20.0
11	0+38 SPANGLER COURT	100	15	8.07	0.70	0.74	4.1	–	4.1	8.5	0.60%	1/3"/FT	10'	STD	–	7.1
12	0+56 SPANGLER COURT	100	15	8.07	0.70	0.73	4.2	–	4.2	8.5	0.60%	1/3"/FT	10'	STD	–	7.1
13	2+48 THREE FORKS ROAD	100	15	8.07	0.70	0.67	3.8	–	3.8	–	SAG	1/3"/FT	10'	STD	–	20.0
14	2+48 THREE FORKS ROAD	100	15	8.07	0.70	0.67	3.8	–	3.8	–	SAG	1/3"/FT	10'	STD	–	20.0
15	0+51 THREE FORKS ROAD	100	15	8.07	0.70	0.55	3.1	–	3.1	21.2	1.00%	1/3"/FT	10'	STD	–	6.6
16	0+51 THREE FORKS ROAD	100	15	8.07	0.70	0.55	3.1	–	3.1	30.9	2.00%	1/3"/FT	10'	STD	–	6.1
17	3+18 KINGSBORO LANE	100	15	8.07	0.70	0.55	3.1	–	3.1	–	SAG	1/3"/FT	10'	STD	–	20.0
18	3+18 KINGSBORO LANE	100	15	8.07	0.70	0.55	3.1	–	3.1	–	SAG	1/3"/FT	10'	STD	–	20.0
19	0+96.60 STM-03	100	10	9.31	0.90	4.79	40.2	–	40.2	–	–	–	4'X4'	DROP	–	50.0

INLET CAPACITIES BASED ON FIGURE 10 AND FIGURE 12 OF THE CITY OF KAUFMAN DRAINAGE MANUAL

DRAINAGE AREA DATA (Tc=10 MIN)

AREA #	AREA	C	TC	I100	Q100	COMMENTS
14	4.79 AC	0.90	10 MIN	9.31 IN/HR	40.2 CFS	TO INLET 19

DRAINAGE AREA DATA (Tc=15 MIN)

AREA #	AREA	C	TC	I100	Q100	COMMENTS
1	1.10 AC	0.700	15 MIN	8.07 IN/HR	6.2 CFS	TO INLETS 17 & 18
2	1.10 AC	0.700	15 MIN	8.07 IN/HR	6.2 CFS	TO INLETS 15 & 16
3	1.34 AC	0.700	15 MIN	8.07 IN/HR	7.6 CFS	TO INLETS 13 & 14
5	1.39 AC	0.700	15 MIN	8.07 IN/HR	7.8 CFS	TO INLET 9 & 10
6	1.30 AC	0.700	15 MIN	8.07 IN/HR	7.3 CFS	TO EXISTNG ST HWY 34 INLETS
7	1.97 AC	0.700	15 MIN	8.07 IN/HR	11.2 CFS	TO INLETS 7 & 8
8	1.47 AC	0.700	15 MIN	8.07 IN/HR	8.3 CFS	TO INLETS 11 & 12
9	2.42 AC	0.700	15 MIN	8.07 IN/HR	13.7 CFS	TO INLETS 05 & 06
* 10	2.48 AC	0.700	15 MIN	8.07 IN/HR	14.0 CFS	TO FUTURE INLETS
11	5.99 AC	0.700	15 MIN	8.07 IN/HR	33.8 CFS	TO STM-02 VIA FUTURE INLETS
12	2.12 AC	0.700	15 MIN	8.07 IN/HR	12.0 CFS	TO INLETS 3 & 4
13	5.10 AC	0.700	15 MIN	8.07 IN/HR	28.8 CFS	TO FUTURE NORTHERN STM SYSTEM

*NOTE BASIN 10 EXISTING WILL DRAIN TO TEMPORARY DRAINAGE SWALE

STREET/ROW CAPACITY CALCULATIONS

$324.3\sqrt{S}$ = TO TOP OF CURB (50' ROW; 27' B-B)

$733.5\sqrt{S}$ = TO ROW (50' ROW; 27' B-B)

DRAINAGE AREA

Q = CIA (cfs)

C = 0.70 (Post Development)

I_{100}= 8.07 in/hr (Post Development)

Tc = 15 min. (Post Development)

Tc = 10 min. (Commercial)

C = 0.90 (Commercial)

I_{100}= 9.31 in/hr (Commercial)

Tc = 20 min. (Undeveloped)

C = 0.30 (Undeveloped)

I_{100}= 7.15 in/hr (Undeveloped)

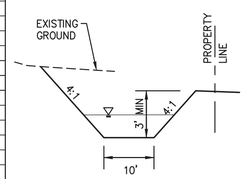
NOTES:

1) DAA AND NCTCOG TOPO WERE USED FOR EXISTING DRAINAGE AREA MAP.

2) NO DETENTION POND IS REQUIRED FOR GEORGETOWN AT KINGS FORT PHASE ONE. DRAINAGE ARE MAP SHOWN IS FOR DESIGN PURPOSE ONLY FOR GEORGETOWN AT KINGS FORT PH01. SEE DRAINAGE STUDY REPORT "FULLY DEVELOPED DRAINAGE REPORT AND FLOOD STUDY FOR UNNAMED TRIBUTARY TO PRAIRIE BRANCH" DATED AUGUST 3,2018

Storm Drain Calculations

From	To	Pipe Length	100-year Intensity	Q pipe	Pipe Size Diameter	Box Size Width	Box Size Height	n	Sf	HGL U/S	HGL D/S	Head Loss Calculations V1 (in) up	V2 (out) down	V1^2/2g	V2^2/2g	Kj	Kj V1^2/2g	Hk	Invert Elevation From	Invert Elevation To	T/C or Ground Elev.
		ft	in/hr	cfs	in	ft	ft		ft/ft	ft	ft	ft/s	ft/s	ft	ft		ft	ft	ft	ft	ft
1	2	3	13	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	33	34	35
STM-01																					
18+04.88	18+11.91	7.03	8.07	14.0	27			0.013	0.0020	411.33	411.32	3.52	5.63	0.19	0.49	0.35	0.07	0.42	406.31	407.59	412.85
16+39.61	18+04.88	165.27	8.07	54.2	42			0.013	0.0029	410.89	410.41	5.63	5.27	0.49	0.43	0.6	0.30	0.14	405.15	406.31	413.16
13+86.67	16+39.61	252.94	8.07	66.2	48			0.013	0.0021	410.28	409.75	5.27	5.82	0.43	0.53	0.6	0.26	0.27	404.13	405.15	412.31
13+80.51	13+86.67	6.16	8.07	73.1	48			0.013	0.0026	409.48	409.46	5.82	6.36	0.53	0.63	0.6	0.32	0.31	404.11	404.13	410.91
13+08.84	13+80.51	71.67	8.07	79.9	48			0.013	0.0031	409.15	408.93	6.36	5.73	0.63	0.51	0.35	0.22	0.29	403.32	404.11	411.23
10+92.30	13+08.84	216.54	8.07	91.1	54			0.013	0.0021	408.64	408.18	5.73	5.97	0.51	0.55	0.6	0.31	0.25	402.46	403.32	410.08
10+83.64	10+92.30	8.66	8.07	95.0	54			0.013	0.0023	407.94	407.92	5.97	6.22	0.55	0.60	0.6	0.33	0.27	402.42	402.46	410.08
10+05.16	10+83.64	78.48	8.07	98.9	54			0.013	0.0025	407.65	407.45	6.22	6.74	0.60	0.71	0.35	0.21	0.50	402.11	402.42	410.40
07+84.98	10+05.16	220.18	8.07	107.2	54			0.013	0.0030	406.96	406.30	6.74	6.98	0.71	0.76	0.6	0.42	0.33	401.23	402.11	409.21
07+76.32	07+84.98	8.66	8.07	111.0	54			0.013	0.0032	405.96	405.94	6.98	7.22	0.76	0.81	0.6	0.45	0.36	401.19	401.23	409.22
05+87.98	07+76.32	188.34	8.07	114.8	54			0.013	0.0034	405.58	404.94	7.22	6.05	0.81	0.57	0.35	0.28	0.29	399.78	401.19	408.54
05+18.63	05+87.98	69.35	8.07	121.0		5	4	0.013	0.0025	403.67	403.50	6.05	5.75	0.57	0.51	0.6	0.34	0.17	399.43	399.78	408.77
03+39.07	05+18.63	179.56	8.07	161.0		7	4	0.013	0.0018	403.32	403.00	5.75	-	0.51	-	-	-	-	398.54	399.43	403.50
STM-02																					
01+49.95	01+69.24	19.29	8.07	33.8	36			0.013	0.0026	404.46	404.41	4.78	5.66	0.35	0.50	0.35	0.12	0.37	400.23	400.27	405.73
00+00.00	01+49.95	149.95	8.07	40.0	36			0.013	0.0036	404.04	403.50	5.66	-	0.50	-	-	-	-	399.43	400.23	405.69
STM-03																					
00+00.00	00+39.24	39.24	8.07	40.2	36			0.013	0.0036	411.46	411.32	5.69	-	0.50	-	-	-	-	406.56	407.24	413.37



Q = 67.9 CFS
V = 2.36 ft/s
D = 1.71 ft
S = 0.50%
W = 10'
n = 0.050
*n value is the average roughness coefficient (Table 7).
Dense Weeds, Little Brush
-0.040 (max)
Weeds, Heavy Brush on Banks
-0.060 (max)

SECTION BB-BB
N.T.S.

THESE CONSTRUCTION PLANS WERE PREPARED UNDER THE RESPONSIBLE SUPERVISION OF COLIN W. HELFFRICH, LICENSED PROFESSIONAL ENGINEER NO. 112927.

10/3/18

STATE OF TEXAS
COLIN W. HELFFRICH
112927
LICENSED
PROFESSIONAL ENGINEER

NO.	DATE	BY	REVISION

DRAINAGE AREA MAP
GEORGETOWN AT KINGS FORT PH01

CITY OF KAUFMAN

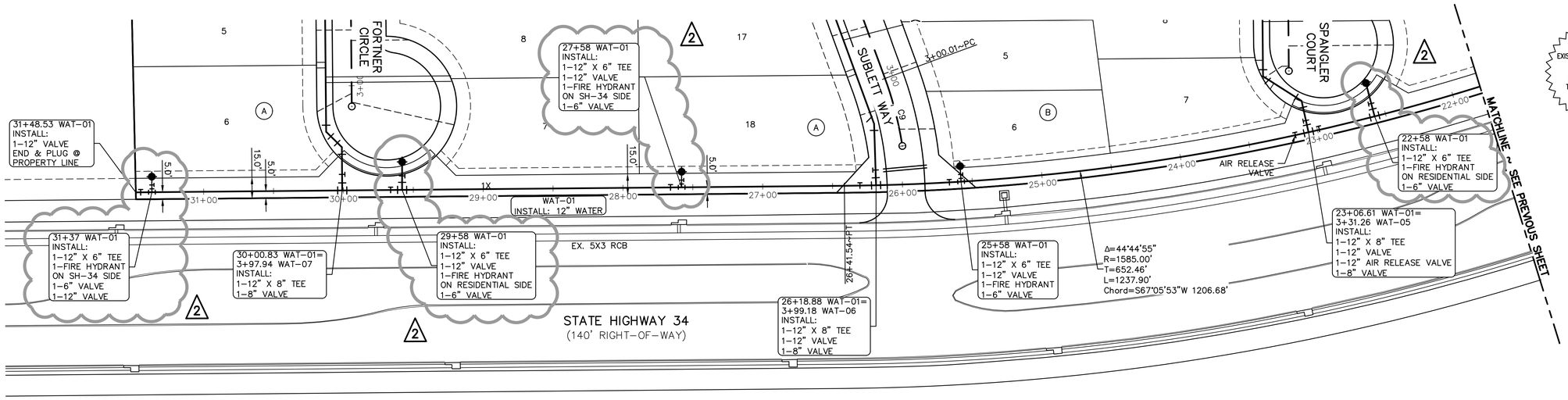
KAUFMAN COUNTY, TEXAS

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399
SURVEY FIRM REGISTRATION NUMBER: 10077800

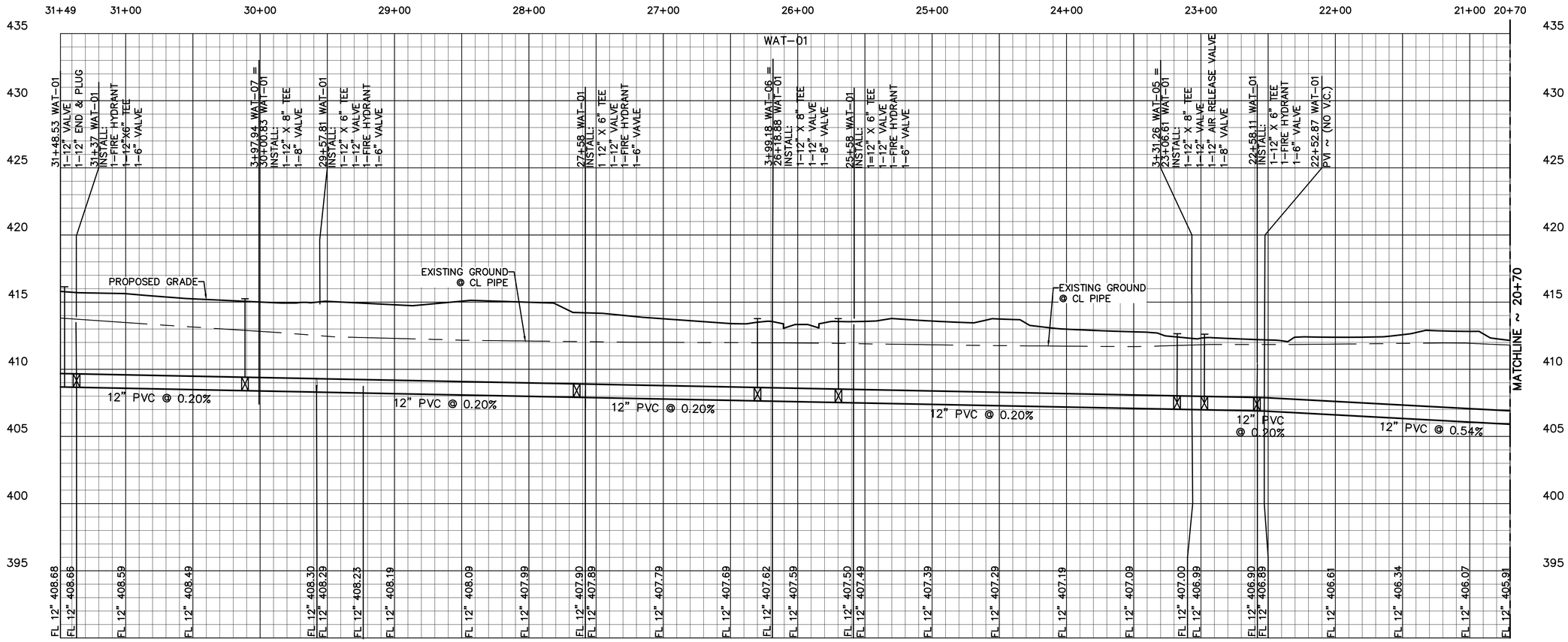
DESIGN	DRAWN	CHECKED	DATE	SCALE	JOB	SHEET
JBA	BAJ	GJN	08/03/18	1"= 100'	17013-01	1 / 1

PLATE NO.: 13

Y:\17013\17013-01DAM.dwg, DAM, 10/3/2018 12:39:39 PM, awoodsjr, Dowdey, Anderson & Associates, Inc., AJW



NOTE: FIRE HYDRANTS SHALL BE INSTALLED WITHIN 15' WATER EASEMENT



BENCHMARK #1
"X" CUT ON TOP OF CURB AT THE BACK LEFT CORNER OF DOLLAR GENERAL STORE NEAR INTERSECTION OF SOUTH WASHINGTON STREET AND KINGS FORT PARKWAY.
ELEVATION=440.31' (FIELD)

BENCHMARK #2
"X" CUT ON TOP OF CURB AT FRONT NORTHEAST PARKING LOT OF EAST WALMART STORE NEAR THE END OF THE EXISTING KINGS FORT PARKWAY.
ELEVATION=424.63' (HELD)

DAA BENCHMARKS SET:
"X" CUT ON INLET AT WEST END OF HWY 34 BRIDGE ON NORTH SIDE OF MEDIAN.
ELEVATION=409.194'

"X" CUT ON INLET AT NE INTERSECTION OF HWY 34 AND CR 151.
ELEVATION=419.339'

Legend

- Prop San. Sewer
- Prop Manhole
- Prop Clean-out
- San Sewer Flow Direction
- Prop Water
- Prop Fire Hydrant
- Exist. San. Sewer
- Exist. Manhole
- Exist. Clean-out
- Exist. Water
- Exist. Fire Hydrant

THESE CONSTRUCTION PLANS WERE PREPARED UNDER THE RESPONSIBLE SUPERVISION OF COLIN W. HELFFRICH, LICENSED PROFESSIONAL ENGINEER NO. 112927.
05/09/2019

STATE OF TEXAS
COLIN W. HELFFRICH
112927
LICENSED
PROFESSIONAL ENGINEER

NO.	DATE	BY	REVISION
1	12-19-18	AJW	REVISED WAT-01 PLAN AND PROFILES
			STATIONING AND SLOPE CHANGE
2	05-09-19	NWR	ADJUSTED FIRE HYDRANT LOCATION CALLS

12' WATER LINE EXTENSION

PLAN AND PROFILES

GEORGETOWN AT KINGS FORT PH01

CITY OF KAUFMAN

KAUFMAN COUNTY, TEXAS

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399
SURVEY FIRM REGISTRATION NUMBER: 10077800

DESIGN	DRAWN	CHECKED	DATE	SCALE	JOB	SHEET
AS	AS	GJN	08/03/18	H: 1"=40' V: 1"=4'	17013-01	3 / 3

PLATE NO.: 20

X:\17013\17013-01WSS.dwg, 12WAT-3, 5/9/2019 3:18:48 PM, nritzell, Dowdey, Anderson & Associates, Inc., NWR

APPENDIX D
PID ASSESSMENT NOTICE

AFTER RECORDING RETURN TO:

_____
_____
_____
_____
_____][1]

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF KAUFMAN, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

LOT TYPE _____ PRINCIPAL ASSESSMENT: $_____

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Kaufman, Texas (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Kaufman Public Improvement District No. 1*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Kaufman County.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:	DATE:
SIGNATURE OF PURCHASER	SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:	DATE:
SIGNATURE OF SELLER	SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF KAUFMAN §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Kaufman County.

The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF KAUFMAN §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Kaufman County.

APPENDIX E
LOT TYPE AND EQUIVALENT UNITS

APPENDIX E
LOT TYPES AND EQUIVALENT UNITS

For purposes of allocating the Assessments, the Assessed Property has been classified in one of four Lot Types.

Table E-1 shows the original proposed residential Lot Types within the PID.

Table E-1
Proposed Development within the PID – Original

Lot Type	Description	Proposed Development	
Lot Type 1	60 Ft Lots	2	Units
Lot Type 2	55 Ft Lots	11	Units
Lot Type 3	50 Ft Lots	292	Units
Total		**305**	**Units**

The original development plan was revised in 2020 and is being revised in 2022. The revised proposed residential lot types within the PID is shown in Table E-2.

Table E-2
Proposed Development within the PID – Revised

Proposed Development(1)	Description	Proposed Development	
Lot Type 1	60 Ft Lots	29	Units
Lot Type 2	55 Ft Lots	64	Units
Lot Type 3	50 Ft Lots	186	Units
Lot Type 4(1)	65 Ft Lots	12	Units
Total		**291**	**Units**

(1) Lot Type 1 and Lot Type 2 were included as part of the revised development plan in December 2020. Lot Type 4 is being included as part of the revised development plan in 2022, and only occurs within Phases #2A-2B.

Table E-3 shows the residential Lot Types within Phases #1A-1B.

Table E-3
Development – Phases #1A-1B

Lot Type	Description	Development	
Lot Type 1	60 Ft Lots	2	Units
Lot Type 2	55 Ft Lots	11	Units
Lot Type 3	50 Ft Lots	112	Units
Total		**125**	**Units**

Table E-4 shows the proposed residential Lot Types within Phases #2A-2B.

Table E-4
Proposed Development – Phases #2A-2B

Proposed Development	Description	Proposed Development	
Lot Type 1	60 Ft Lots	27	Units
Lot Type 2	55 Ft Lots	53	Units
Lot Type 3	50 Ft Lots	74	Units
Lot Type 4	65 Ft Lots	12	Units
Total		**166**	**Units**

Table E-5 shows Equivalent Unit factors for Phases #1A-1B.

Table E-5
Equivalent Unit Factors – Phases #1A-1B

Lot Type	Estimated Average Unit Value	Equivalent Unit Factor[1]	
Lot Type 1 (60 Ft Lot)	$335,000	1.00	per dwelling unit
Lot Type 2 (55 Ft Lot)	$320,000	0.96	per dwelling unit
Lot Type 3 (50 Ft Lot)	$297,500	0.89	per dwelling unit

(1) Equivalent Unit calculation rounded to two decimal places.

The total Equivalent Units for Phases #1A-1B are shown in Table E-6 as calculated based on the Equivalent Unit factors shown in Table E-5, Lot Types and number of units built within Phases #1A-1B as shown in Table E-3.

Table E-6
Equivalent Units – Phases #1A-1B

Lot Type	No. of units	Equivalent Unit Factor	Total Equivalent Units[1]
Lot Type 1 (60 Ft Lot)	2	1.00	2.00
Lot Type 2 (55 Ft Lot)	11	0.96	10.56
Lot Type 3 (50 Ft Lot)	112	0.89	99.68
Total Equivalent Units	**125**		**112.24**

(1) Equivalent Unit calculation rounded to two decimal places.

The original development plan was revised in 2022 for Phases #2A-2B and the Equivalent Unit factors applicable to Phases #2A-2B are shown in Table E-7.

Table E-7
Equivalent Unit Factors – Phases #2A-2B

Lot Type	Estimated Average Unit Value	Equivalent Unit Factor[1]	
Lot Type 1 (60 Ft Lot)	$465,000	1.00	per dwelling unit
Lot Type 2 (55 Ft Lot)	$440,000	0.95	per dwelling unit
Lot Type 3 (50 Ft Lot)	$400,000	0.86	per dwelling unit
Lot Type 4 (65 Ft Lot)	$490,000	1.05	per dwelling unit

(1) Equivalent Unit calculation rounded to two decimal places.

The total Equivalent Units for Phases #2A-2B are shown in Table E-8 as calculated based on the Equivalent Unit factors shown above in Table E-7, estimated Lot Types and number of units estimated to be built within Phases #2A-2B as shown in Table E-4.

Table E-8
Equivalent Units – Phases #2A-2B

Lot Type	No. of units	Equivalent Unit Factor	Total Equivalent Units[1]
Lot Type 1 (60 Ft Lot)	27	1.00	27.00
Lot Type 2 (55 Ft Lot)	53	0.95	50.35
Lot Type 3 (50 Ft Lot)	74	0.86	63.64
Lot Type 4 (65 Ft Lot)	12	1.05	12.60
Total Equivalent Units	**166**		**153.59**

(1) Equivalent Unit calculation rounded to two decimal places.

APPENDIX F
ALLOCATION OF ASSESSMENTS

APPENDIX F
ALLOCATION OF ASSESSMENTS

Calculation of the Total Assessments applicable to Phases #1A-1B and Phases #2A-2B.

A) Allocation of Assessments to Lot Types in Phases #1A-1B

The total amount of the Phases #1A-1B Bonds, which represents the total Assessment allocated to all Parcels within Phases #1A-1B, was $3,380,000. As shown in Appendix E, there were a total of 112.24 estimated Equivalent Units in Phases #1A-1B, resulting in an Assessment per Equivalent Unit of $30,114.04.

The Assessment per dwelling unit or acre is calculated as the product of (i) $30,114.04 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 1 (60 Ft Lot) dwelling unit is $30,114.04 (i.e. $30,114.04 × 1.00). The Assessment for a Lot Type 2 (55 Ft Lot) dwelling unit is $28,909.48 (i.e. $30,114.04 × 0.96). Table F-1 sets forth the initial Assessment per dwelling unit for each of the Lot Types in Phases #1A-1B.

Table F-1
Assessment per Unit – Phases #1A-1B

Type	No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per Unit		Total Assessments
Lot Type 1	2	$30,114.04	1.00	$30,114.04	per dwelling unit	$60,228.08
Lot Type 2	11	$30,114.04	0.96	$28,909.48	per dwelling unit	$318,004.28
Lot Type 3	112	$30,114.04	0.89	$26,801.50	per dwelling unit	$3,001,767.64
Total	**125**					**$3,380,000.00**

B) Allocation of Assessments to Lot Types in Phases #2A-2B

The total amount of the Phases #2A-2B Bonds, which represents the total Assessment allocated to all Parcels within Phases #2A-2B, is $5,635,000. As shown in Appendix E, there are a total of 153.59 estimated Equivalent Units in Phases #2A-2B, resulting in an Assessment per Equivalent Unit of $36,688.59.

The Assessment per dwelling unit or acre is calculated as the product of (i) $36,688.59 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 1 (60 Ft Lot) dwelling unit is $36,688.59 (i.e. $36,688.59 × 1.00). The Assessment for a Lot Type 2 (55 Ft Lot) dwelling unit is $34,854.16 (i.e. $36,688.59 × 0.91). Table F-2 sets forth the initial Assessment per dwelling unit for each of the Lot Types in Phases #2A-2B.

Table F-2
Assessment per Unit – Phases #2A-2B

Type	No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per Unit		Total Assessments
Lot Type 1	27	$36,688.59	1.00	$36,688.59	per dwelling unit	$990,591.84
Lot Type 2	53	$36,688.59	0.95	$34,854.16	per dwelling unit	$1,847,270.33
Lot Type 3	74	$36,688.59	0.86	$31,552.18	per dwelling unit	$2,334,861.64
Lot Type 4	12	$36,688.59	1.05	$38,523.02	per dwelling unit	$462,276.19
Total	**166**					**$5,635,000.00**

APPENDIX G
ASSESSMENT ROLL – PHASES #1A-1B

APPENDIX G-1

Assessment Roll (Combined – 125 Lots)

Parcel	125 Lots
Assessment	**$3,380,000**
Total Equivalent Units	112.24

Year[1]	Principal[2]	Interest[2]	Principal[3]	Interest[3]	Administrative Expenses[4]	Additional Interest	Capitalized Interest/ Available Credits	Annual Installment[5]
2020	$0	$0	$0	$0	$0	$0		$0
2021	$0	$67,510	$0	$36,977	$6,600	$0	($68,259)	$42,828[(6)]
2022	$75,000	$121,518	$0	$0	$30,000	$16,900	($18,741)	$224,677
2023	$75,000	$125,406	$0	$0	$31,836	$16,525	$0	$248,768
2024	$80,000	$123,156	$0	$0	$32,473	$16,150	$0	$251,779
2025	$80,000	$120,775	$0	$0	$33,122	$15,750	$0	$249,647
2026	$80,000	$118,394	$0	$0	$33,785	$15,350	$0	$247,529
2027	$90,000	$116,013	$0	$0	$34,461	$14,950	$0	$255,423
2028	$90,000	$113,150	$0	$0	$35,150	$14,500	$0	$252,800
2029	$90,000	$110,288	$0	$0	$35,853	$14,050	$0	$250,190
2030	$95,000	$107,425	$0	$0	$36,570	$13,600	$0	$252,595
2031	$95,000	$104,181	$0	$0	$37,301	$13,125	$0	$249,607
2032	$100,000	$100,938	$0	$0	$38,047	$12,650	$0	$251,635
2033	$100,000	$97,138	$0	$0	$38,808	$12,150	$0	$248,096
2034	$105,000	$93,338	$0	$0	$39,584	$11,650	$0	$249,572
2035	$105,000	$89,356	$0	$0	$40,376	$11,125	$0	$245,857
2036	$115,000	$85,375	$0	$0	$41,184	$10,600	$0	$252,159
2037	$115,000	$80,988	$0	$0	$42,007	$10,025	$0	$248,020
2038	$120,000	$76,600	$0	$0	$42,847	$9,450	$0	$248,897
2039	$125,000	$72,031	$0	$0	$43,704	$8,850	$0	$249,586
2040	$125,000	$67,281	$0	$0	$44,578	$8,225	$0	$245,085
2041	$135,000	$62,531	$0	$0	$45,470	$7,600	$0	$250,601
2042	$140,000	$57,375	$0	$0	$46,379	$6,925	$0	$250,679
2043	$145,000	$51,625	$0	$0	$47,307	$6,225	$0	$250,157
2044	$145,000	$45,675	$0	$0	$48,253	$5,500	$0	$244,428
2045	$150,000	$39,725	$0	$0	$49,218	$4,775	$0	$243,718
2046	$160,000	$33,350	$0	$0	$50,203	$4,025	$0	$247,578
2047	$165,000	$26,775	$0	$0	$51,207	$3,225	$0	$246,207
2048	$170,000	$20,000	$0	$0	$52,231	$2,400	$0	$244,631
2049	$175,000	$12,800	$0	$0	$53,275	$1,550	$0	$242,625
2050	$135,000	$5,400	$0	$0	$43,569	$675	$0	$184,644
Total	**$3,380,000**	**$2,346,116**	**$0**	**$36,977**	**$1,205,399**	**$288,525**	**($87,000)**	**$7,170,017**

1 – Represents the 9/1/XX bond year end for the Phases #1A-1B Bonds.
2 - The interest is calculated using an interest rate of 2.625% for years 1 through 6 (2021-2026), 3.125% years 7 through 11 (2027-2031), 3.625% for years 12 through 21 (2032-2041), 4.00% for years 22 through 30 (2042-2050).
3 - The interest on the Phases #1A-1B Reimbursement Agreement, prior to the Phases #1A-1B Bonds being issued to fund the Phases #1A-1B Improvements and/ or reimburse the developer pursuant to the Phases #1A-1B Reimbursement Agreement, was calculated at 5.47%.
4 - The Administrative Expenses shown include the estimated PID administration and assessment collection costs and will be updated each year in the Annual Service Plan Updates.
5 - Amounts shown do not include any TIRZ Annual Credit Amount.
6 - Represents Annual Installments billed for twenty-five (25) residential lots where the City had issued a building permit as of August 12, 2020.

APPENDIX G-2

Assessment Roll – 2020 Trigger (25 Lots)

Parcel	**Various**	25 Lots
Assessment		**$670,038**
Total Equivalent Units		22.25

Year[1]	Principal[2]	Interest[2]	Principal[3]	Interest[3]	Administrative Expenses[4]	Additional Interest	Capitalized Interest/ Available Credits	Annual Installment[5]
2020	$0	$0	$0	$0	$0	$0	$0	$0
2021	$0	$6,802	$0	$36,977	$6,600	$0	($7,551)	$42,828[6]
2022	$15,038	$24,013	$0	$0	$6,000	$3,350	($9,351)	$39,050
2023	$15,000	$29,475	$0	$0	$6,311	$3,275	$0	$54,061
2024	$15,000	$28,800	$0	$0	$6,437	$3,200	$0	$53,437
2025	$15,000	$28,125	$0	$0	$6,566	$3,125	$0	$52,816
2026	$15,000	$27,450	$0	$0	$6,697	$3,050	$0	$52,197
2027	$20,000	$26,775	$0	$0	$6,831	$2,975	$0	$56,581
2028	$20,000	$26,100	$0	$0	$6,968	$2,875	$0	$55,943
2029	$20,000	$25,425	$0	$0	$7,107	$2,775	$0	$55,307
2030	$20,000	$24,750	$0	$0	$7,249	$2,675	$0	$54,674
2031	$20,000	$23,850	$0	$0	$7,394	$2,575	$0	$53,819
2032	$20,000	$22,950	$0	$0	$7,542	$2,475	$0	$52,967
2033	$20,000	$22,050	$0	$0	$7,693	$2,375	$0	$52,118
2034	$20,000	$21,150	$0	$0	$7,847	$2,275	$0	$51,272
2035	$20,000	$20,250	$0	$0	$8,004	$2,175	$0	$50,429
2036	$25,000	$19,350	$0	$0	$8,164	$2,075	$0	$54,589
2037	$25,000	$18,225	$0	$0	$8,327	$1,950	$0	$53,502
2038	$25,000	$17,100	$0	$0	$8,494	$1,825	$0	$52,419
2039	$25,000	$15,975	$0	$0	$8,664	$1,700	$0	$51,339
2040	$25,000	$14,850	$0	$0	$8,837	$1,575	$0	$50,262
2041	$30,000	$13,725	$0	$0	$9,014	$1,450	$0	$54,189
2042	$30,000	$12,375	$0	$0	$9,194	$1,300	$0	$52,869
2043	$30,000	$11,025	$0	$0	$9,378	$1,150	$0	$51,553
2044	$30,000	$9,675	$0	$0	$9,566	$1,000	$0	$50,241
2045	$30,000	$8,325	$0	$0	$9,757	$850	$0	$48,932
2046	$35,000	$6,750	$0	$0	$9,952	$700	$0	$52,402
2047	$35,000	$5,175	$0	$0	$10,151	$525	$0	$50,851
2048	$35,000	$3,600	$0	$0	$10,354	$350	$0	$49,304
2049	$35,000	$1,800	$0	$0	$10,561	$175	$0	$47,536
Total	**$670,038**	**$515,915**	**$0**	**$36,977**	**$235,661**	**$55,800**	**($16,902)**	**$1,497,489**

1 – Represents the 9/1/XX bond year end for the Phases #1A-1B Bonds.
2 - The interest is calculated using an interest rate of 2.625% for years 1 through 6 (2021-2026), 3.125% years 7 through 11 (2027-2031), 3.625% for years 12 through 21 (2032-2041), and 4.00% for years 22 through 30 (2042-2050) on the Phases #1A-1B Bonds.
3 - The interest on the Phases #1A-1B Reimbursement Agreement, prior to the Phases #1A-1B Bonds being issued to fund the Phases #1A-1B Improvements and/ or reimburse the developer pursuant to the Phases #1A-1B Reimbursement Agreement, was calculated at 5.47%.
4 - The Administrative Expenses shown include the estimated PID administration and assessment collection costs and will be updated each year in the Annual Service Plan Updates.
5 - Amounts shown do not include any TIRZ Annual Credit Amount.
6 - Represents Annual Installments billed for twenty-five (25) residential lots where the City had issued a building permit as of August 12, 2020.

APPENDIX G-3

Assessment Roll – 2021 Trigger (100 Lots)

Parcel	**Various**	100 Lots
Assessment		**$2,709,962**
Total Equivalent Units		89.99

Year[1]	Principal[2]	Interest[2]	Principal[3]	Interest[3]	Administrative Expenses[4]	Additional Interest	Capitalized Interest/ Available Credits	Annual Installment[5]
2020	$0	$0	$0	$0	$0	$0	$0	$0
2021	$0	$60,708	$0	$0	$0	$0	($60,708)	$0
2022	$59,962	$97,505	$0	$0	$24,000	$13,550	($9,390)	$185,627
2023	$60,000	$95,931	$0	$0	$25,525	$13,250	$0	$194,706
2024	$65,000	$94,356	$0	$0	$26,036	$12,950	$0	$198,342
2025	$65,000	$92,650	$0	$0	$26,556	$12,625	$0	$196,831
2026	$65,000	$90,944	$0	$0	$27,087	$12,300	$0	$195,331
2027	$70,000	$89,238	$0	$0	$27,629	$11,975	$0	$198,842
2028	$70,000	$87,050	$0	$0	$28,182	$11,625	$0	$196,857
2029	$70,000	$84,863	$0	$0	$28,745	$11,275	$0	$194,883
2030	$75,000	$82,675	$0	$0	$29,320	$10,925	$0	$197,920
2031	$75,000	$80,331	$0	$0	$29,907	$10,550	$0	$195,788
2032	$80,000	$77,988	$0	$0	$30,505	$10,175	$0	$198,667
2033	$80,000	$75,088	$0	$0	$31,115	$9,775	$0	$195,978
2034	$85,000	$72,188	$0	$0	$31,737	$9,375	$0	$198,300
2035	$85,000	$69,106	$0	$0	$32,372	$8,950	$0	$195,428
2036	$90,000	$66,025	$0	$0	$33,020	$8,525	$0	$197,570
2037	$90,000	$62,763	$0	$0	$33,680	$8,075	$0	$194,517
2038	$95,000	$59,500	$0	$0	$34,353	$7,625	$0	$196,478
2039	$100,000	$56,056	$0	$0	$35,041	$7,150	$0	$198,247
2040	$100,000	$52,431	$0	$0	$35,741	$6,650	$0	$194,823
2041	$105,000	$48,806	$0	$0	$36,456	$6,150	$0	$196,412
2042	$110,000	$45,000	$0	$0	$37,185	$5,625	$0	$197,810
2043	$115,000	$40,600	$0	$0	$37,929	$5,075	$0	$198,604
2044	$115,000	$36,000	$0	$0	$38,688	$4,500	$0	$194,188
2045	$120,000	$31,400	$0	$0	$39,461	$3,925	$0	$194,786
2046	$125,000	$26,600	$0	$0	$40,251	$3,325	$0	$195,176
2047	$130,000	$21,600	$0	$0	$41,056	$2,700	$0	$195,356
2048	$135,000	$16,400	$0	$0	$41,877	$2,050	$0	$195,327
2049	$140,000	$11,000	$0	$0	$42,714	$1,375	$0	$195,089
2050	$135,000	$5,400	$0	$0	$43,569	$675	$0	$184,644
Total	**$2,709,962**	**$1,830,201**	**$0**	**$0**	**$969,738**	**$232,725**	**($70,098)**	**$5,672,528**

1 – Represents the 9/1/XX bond year end for the Phases #1A-1B Bonds.
2 - The interest is calculated using an interest rate of 2.625% for years 1 through 6 (2021-2026), 3.125% years 7 through 11 (2027-2031), 3.625% for years 12 through 21 (2032-2041), and 4.00% for years 22 through 30 (2042-2050) on the Phases #1A-1B Bonds.
3 - The interest on the Phases #1A-1B Reimbursement Agreement, prior to the Phases #1A-1B Bonds being issued to fund the Phases #1A-1B Improvements and/ or reimburse the developer pursuant to the Phases #1A-1B Reimbursement Agreement, was calculated at 5.47%.
4 - The Administrative Expenses shown include the estimated PID administration and assessment collection costs and will be updated each year in the Annual Service Plan Updates.
5 - Amounts shown do not include any TIRZ Annual Credit Amount.

APPENDIX G-4

Assessment Roll by Lot Type (2020 Trigger)

Parcel	Lot Type 3 (50 Ft)
Assessment	**$26,801.50**
Total Equivalent Units	0.89

Year[1]	Principal[2]	Interest[2]	Principal[3]	Interest[3]	Administrative Expenses[4]	Additional Interest	Capitalized Interest/ Available Credits	Annual Installment[5]
2020	$0	$0	$0	$0	$0	$0	$0	$0
2021	$0	$272	$0	$1,479	$264	$0	($302)	$1,713
2022	$602	$961	$0	$0	$240	$134	($374)	$1,562
2023	$600	$1,179	$0	$0	$252	$131	$0	$2,162
2024	$600	$1,152	$0	$0	$257	$128	$0	$2,137
2025	$600	$1,125	$0	$0	$263	$125	$0	$2,113
2026	$600	$1,098	$0	$0	$268	$122	$0	$2,088
2027	$800	$1,071	$0	$0	$273	$119	$0	$2,263
2028	$800	$1,044	$0	$0	$279	$115	$0	$2,238
2029	$800	$1,017	$0	$0	$284	$111	$0	$2,212
2030	$800	$990	$0	$0	$290	$107	$0	$2,187
2031	$800	$954	$0	$0	$296	$103	$0	$2,153
2032	$800	$918	$0	$0	$302	$99	$0	$2,119
2033	$800	$882	$0	$0	$308	$95	$0	$2,085
2034	$800	$846	$0	$0	$314	$91	$0	$2,051
2035	$800	$810	$0	$0	$320	$87	$0	$2,017
2036	$1,000	$774	$0	$0	$327	$83	$0	$2,184
2037	$1,000	$729	$0	$0	$333	$78	$0	$2,140
2038	$1,000	$684	$0	$0	$340	$73	$0	$2,097
2039	$1,000	$639	$0	$0	$347	$68	$0	$2,054
2040	$1,000	$594	$0	$0	$353	$63	$0	$2,010
2041	$1,200	$549	$0	$0	$361	$58	$0	$2,168
2042	$1,200	$495	$0	$0	$368	$52	$0	$2,115
2043	$1,200	$441	$0	$0	$375	$46	$0	$2,062
2044	$1,200	$387	$0	$0	$383	$40	$0	$2,010
2045	$1,200	$333	$0	$0	$390	$34	$0	$1,957
2046	$1,400	$270	$0	$0	$398	$28	$0	$2,096
2047	$1,400	$207	$0	$0	$406	$21	$0	$2,034
2048	$1,400	$144	$0	$0	$414	$14	$0	$1,972
2049	$1,400	$72	$0	$0	$422	$7	$0	$1,901
Total	**$26,802**	**$20,637**	**$0**	**$1,479**	**$9,426**	**$2,232**	**($676)**	**$59,900**

1 – Represents the 9/1/XX bond year end for the Phases #1A-1B Bonds.
2 - The interest is calculated using an interest rate of 2.625% for years 1 through 6 (2021-2026), 3.125% years 7 through 11 (2027-2031), 3.625% for years 12 through 21 (2032-2041), and 4.00% for years 22 through 30 (2042-2050) on the Phases #1A-1B Bonds.
3 - The interest on the Phases #1A-1B Reimbursement Agreement, prior to the Phases #1A-1B Bonds being issued to fund the Phases #1A-1B Improvements and/ or reimburse the developer pursuant to the Phases #1A-1B Reimbursement Agreement, was calculated at 5.47%.
4 - The Administrative Expenses shown include the estimated PID administration and assessment collection costs and will be updated each year in the Annual Service Plan Updates.
5 - Amounts shown do not include any TIRZ Annual Credit Amount.

APPENDIX G-5

Assessment Roll by Lot Type (2021 Trigger)

Parcel	Lot Type 1 (60 Ft)
Assessment	**$30,114.04**
Total Equivalent Units	1.00

Year[1]	Principal[2]	Interest[2]	Principal[3]	Interest[3]	Administrative Expenses[4]	Additional Interest	Capitalized Interest/ Available Credits	Annual Installment[5]
2020	$0	$0	$0	$0	$0	$0	$0	$0
2021	$0	$675	$0	$0	$0	$0	($675)	$0
2022	$666	$1,084	$0	$0	$267	$151	($104)	$2,063
2023	$667	$1,066	$0	$0	$284	$147	$0	$2,164
2024	$722	$1,049	$0	$0	$289	$144	$0	$2,204
2025	$722	$1,030	$0	$0	$295	$140	$0	$2,187
2026	$722	$1,011	$0	$0	$301	$137	$0	$2,171
2027	$778	$992	$0	$0	$307	$133	$0	$2,210
2028	$778	$967	$0	$0	$313	$129	$0	$2,188
2029	$778	$943	$0	$0	$319	$125	$0	$2,166
2030	$833	$919	$0	$0	$326	$121	$0	$2,199
2031	$833	$893	$0	$0	$332	$117	$0	$2,176
2032	$889	$867	$0	$0	$339	$113	$0	$2,208
2033	$889	$834	$0	$0	$346	$109	$0	$2,178
2034	$945	$802	$0	$0	$353	$104	$0	$2,204
2035	$945	$768	$0	$0	$360	$99	$0	$2,172
2036	$1,000	$734	$0	$0	$367	$95	$0	$2,195
2037	$1,000	$697	$0	$0	$374	$90	$0	$2,162
2038	$1,056	$661	$0	$0	$382	$85	$0	$2,183
2039	$1,111	$623	$0	$0	$389	$79	$0	$2,203
2040	$1,111	$583	$0	$0	$397	$74	$0	$2,165
2041	$1,167	$542	$0	$0	$405	$68	$0	$2,183
2042	$1,222	$500	$0	$0	$413	$63	$0	$2,198
2043	$1,278	$451	$0	$0	$421	$56	$0	$2,207
2044	$1,278	$400	$0	$0	$430	$50	$0	$2,158
2045	$1,333	$349	$0	$0	$439	$44	$0	$2,165
2046	$1,389	$296	$0	$0	$447	$37	$0	$2,169
2047	$1,445	$240	$0	$0	$456	$30	$0	$2,171
2048	$1,500	$182	$0	$0	$465	$23	$0	$2,171
2049	$1,556	$122	$0	$0	$475	$15	$0	$2,168
2050	$1,500	$60	$0	$0	$484	$8	$0	$2,052
Total	**$30,114**	**$20,338**	**$0**	**$0**	**$10,776**	**$2,586**	**($779)**	**$63,035**

1 – Represents the 9/1/XX bond year end for the Phases #1A-1B Bonds.
2 - The interest is calculated using an interest rate of 2.625% for years 1 through 6 (2021-2026), 3.125% years 7 through 11 (2027-2031), 3.625% for years 12 through 21 (2032-2041), and 4.00% for years 22 through 30 (2042-2050) on the Phases #1A-1B Bonds.
3 - The interest on the Phases #1A-1B Reimbursement Agreement, prior to the Phases #1A-1B Bonds being issued to fund the Phases #1A-1B Improvements and/ or reimburse the developer pursuant to the Phases #1A-1B Reimbursement Agreement, was calculated at 5.47%.
4 - The Administrative Expenses shown include the estimated PID administration and assessment collection costs and will be updated each year in the Annual Service Plan Updates.
5 - Amounts shown do not include any TIRZ Annual Credit Amount.

APPENDIX G-6

Assessment Roll by Lot Type (2021 Trigger)

Parcel	Lot Type 2 (55 Ft)
Assessment	**$28,909.48**
Total Equivalent Units	0.96

Year[1]	Principal[2]	Interest[2]	Principal[3]	Interest[3]	Administrative Expenses[4]	Additional Interest	Capitalized Interest/ Available Credits	Annual Installment[5]
2020	$0	$0	$0	$0	$0	$0	$0	$0
2021	$0	$648	$0	$0	$0	$0	($648)	$0
2022	$640	$1,040	$0	$0	$256	$145	($100)	$1,980
2023	$640	$1,023	$0	$0	$272	$141	$0	$2,077
2024	$693	$1,007	$0	$0	$278	$138	$0	$2,116
2025	$693	$988	$0	$0	$283	$135	$0	$2,100
2026	$693	$970	$0	$0	$289	$131	$0	$2,084
2027	$747	$952	$0	$0	$295	$128	$0	$2,121
2028	$747	$929	$0	$0	$301	$124	$0	$2,100
2029	$747	$905	$0	$0	$307	$120	$0	$2,079
2030	$800	$882	$0	$0	$313	$117	$0	$2,111
2031	$800	$857	$0	$0	$319	$113	$0	$2,089
2032	$853	$832	$0	$0	$325	$109	$0	$2,119
2033	$853	$801	$0	$0	$332	$104	$0	$2,091
2034	$907	$770	$0	$0	$339	$100	$0	$2,115
2035	$907	$737	$0	$0	$345	$95	$0	$2,085
2036	$960	$704	$0	$0	$352	$91	$0	$2,108
2037	$960	$670	$0	$0	$359	$86	$0	$2,075
2038	$1,013	$635	$0	$0	$366	$81	$0	$2,096
2039	$1,067	$598	$0	$0	$374	$76	$0	$2,115
2040	$1,067	$559	$0	$0	$381	$71	$0	$2,078
2041	$1,120	$521	$0	$0	$389	$66	$0	$2,095
2042	$1,173	$480	$0	$0	$397	$60	$0	$2,110
2043	$1,227	$433	$0	$0	$405	$54	$0	$2,119
2044	$1,227	$384	$0	$0	$413	$48	$0	$2,072
2045	$1,280	$335	$0	$0	$421	$42	$0	$2,078
2046	$1,333	$284	$0	$0	$429	$35	$0	$2,082
2047	$1,387	$230	$0	$0	$438	$29	$0	$2,084
2048	$1,440	$175	$0	$0	$447	$22	$0	$2,084
2049	$1,493	$117	$0	$0	$456	$15	$0	$2,081
2050	$1,440	$58	$0	$0	$465	$7	$0	$1,970
Total	**$28,909**	**$19,524**	**$0**	**$0**	**$10,345**	**$2,483**	**($748)**	**$60,514**

1 – Represents the 9/1/XX bond year end for the Phases #1A-1B Bonds.
2 - The interest is calculated using an interest rate of 2.625% for years 1 through 6 (2021-2026), 3.125% years 7 through 11 (2027-2031), 3.625% for years 12 through 21 (2032-2041), and 4.00% for years 22 through 30 (2042-2050) on the Phases #1A-1B Bonds.
3 - The interest on the Phases #1A-1B Reimbursement Agreement, prior to the Phases #1A-1B Bonds being issued to fund the Phases #1A-1B Improvements and/ or reimburse the developer pursuant to the Phases #1A-1B Reimbursement Agreement, was calculated at 5.47%.
4 - The Administrative Expenses shown include the estimated PID administration and assessment collection costs and will be updated each year in the Annual Service Plan Updates.
5 - Amounts shown do not include any TIRZ Annual Credit Amount.

APPENDIX G-7

Assessment Roll by Lot Type (2021 Trigger)

Parcel	Lot Type 3 (50 Ft)
Assessment	**$26,801.50**
Total Equivalent Units	.89

Year[1]	Principal[2]	Interest[2]	Principal[3]	Interest[3]	Administrative Expenses[4]	Additional Interest	Capitalized Interest/ Available Credits	Annual Installment[5]
2020	$0	$0	$0	$0	$0	$0	$0	$0
2021	$0	$600	$0	$0	$0	$0	($600)	$0
2022	$593	$964	$0	$0	$237	$134	($93)	$1,836
2023	$593	$949	$0	$0	$252	$131	$0	$1,926
2024	$643	$933	$0	$0	$257	$128	$0	$1,962
2025	$643	$916	$0	$0	$263	$125	$0	$1,947
2026	$643	$899	$0	$0	$268	$122	$0	$1,932
2027	$692	$883	$0	$0	$273	$118	$0	$1,967
2028	$692	$861	$0	$0	$279	$115	$0	$1,947
2029	$692	$839	$0	$0	$284	$112	$0	$1,927
2030	$742	$818	$0	$0	$290	$108	$0	$1,957
2031	$742	$794	$0	$0	$296	$104	$0	$1,936
2032	$791	$771	$0	$0	$302	$101	$0	$1,965
2033	$791	$743	$0	$0	$308	$97	$0	$1,938
2034	$841	$714	$0	$0	$314	$93	$0	$1,961
2035	$841	$683	$0	$0	$320	$89	$0	$1,933
2036	$890	$653	$0	$0	$327	$84	$0	$1,954
2037	$890	$621	$0	$0	$333	$80	$0	$1,924
2038	$940	$588	$0	$0	$340	$75	$0	$1,943
2039	$989	$554	$0	$0	$347	$71	$0	$1,961
2040	$989	$519	$0	$0	$353	$66	$0	$1,927
2041	$1,038	$483	$0	$0	$361	$61	$0	$1,943
2042	$1,088	$445	$0	$0	$368	$56	$0	$1,956
2043	$1,137	$402	$0	$0	$375	$50	$0	$1,964
2044	$1,137	$356	$0	$0	$383	$45	$0	$1,921
2045	$1,187	$311	$0	$0	$390	$39	$0	$1,926
2046	$1,236	$263	$0	$0	$398	$33	$0	$1,930
2047	$1,286	$214	$0	$0	$406	$27	$0	$1,932
2048	$1,335	$162	$0	$0	$414	$20	$0	$1,932
2049	$1,385	$109	$0	$0	$422	$14	$0	$1,929
2050	$1,335	$53	$0	$0	$431	$7	$0	$1,826
Total	**$26,801**	**$18,101**	**$0**	**$0**	**$9,591**	**$2,302**	**($693)**	**$56,101**

1 – Represents the 9/1/XX bond year end for the Phases #1A-1B Bonds.
2 - The interest is calculated using an interest rate of 2.625% for years 1 through 6 (2021-2026), 3.125% years 7 through 11 (2027-2031), 3.625% for years 12 through 21 (2032-2041), and 4.00% for years 22 through 30 (2042-2050) on the Phases #1A-1B Bonds.
3 - The interest on the Phases #1A-1B Reimbursement Agreement, prior to the Phases #1A-1B Bonds being issued to fund the Phases #1A-1B Improvements and/ or reimburse the developer pursuant to the Phases #1A-1B Reimbursement Agreement, was calculated at 5.47%.
4 - The Administrative Expenses shown include the estimated PID administration and assessment collection costs and will be updated each year in the Annual Service Plan Updates.
5 - Amounts shown do not include any TIRZ Annual Credit Amount.

APPENDIX G-8

Outstanding Assessment by Parcel

Parcel ID	Assessment Trigger Date	Phase	Lot Type	Equivalent Units	Outstanding Assessment
202756	2020	#1A	50 Ft	0.89	$26,801.50
202759	2020	#1A	50 Ft	0.89	$26,801.50
202761	2020	#1A	50 Ft	0.89	$26,801.50
202762	2020	#1A	50 Ft	0.89	$26,801.50
202763	2020	#1A	50 Ft	0.89	$26,801.50
202764	2020	#1A	50 Ft	0.89	$26,801.50
202765	2020	#1A	50 Ft	0.89	$26,801.50
202766	2020	#1A	50 Ft	0.89	$26,801.50
202767	2020	#1A	50 Ft	0.89	$26,801.50
202768	2020	#1A	50 Ft	0.89	$26,801.50
202773	2020	#1A	50 Ft	0.89	$26,801.50
202777	2020	#1A	50 Ft	0.89	$26,801.50
202780	2020	#1A	50 Ft	0.89	$26,801.50
202782	2020	#1A	50 Ft	0.89	$26,801.50
202788	2020	#1A	50 Ft	0.89	$26,801.50
202791	2020	#1A	50 Ft	0.89	$26,801.50
202792	2020	#1A	Common Area	0.00	$0.00
202793	2020	#1A	Common Area	0.00	$0.00
202794	2020	#1A	50 Ft	0.89	$26,801.50
202795	2020	#1A	50 Ft	0.89	$26,801.50
202796	2020	#1A	50 Ft	0.89	$26,801.50
202797	2020	#1A	50 Ft	0.89	$26,801.50
202798	2020	#1A	50 Ft	0.89	$26,801.50
202799	2020	#1A	50 Ft	0.89	$26,801.50
202800	2020	#1A	50 Ft	0.89	$26,801.50
202801	2020	#1A	50 Ft	0.89	$26,801.50
202803	2020	#1A	50 Ft	0.89	$26,801.50
202817	2020	#1A	Common Area	0.00	$0.00
202757	2021	#1A	50 Ft	0.89	$26,801.50
202758	2021	#1A	50 Ft	0.89	$26,801.50
202760	2021	#1A	50 Ft	0.89	$26,801.50
202769	2021	#1A	50 Ft	0.89	$26,801.50
202770	2021	#1A	50 Ft	0.89	$26,801.50
202771	2021	#1A	50 Ft	0.89	$26,801.50
202772	2021	#1A	50 Ft	0.89	$26,801.50
202774	2021	#1A	50 Ft	0.89	$26,801.50
202775	2021	#1A	50 Ft	0.89	$26,801.50
202776	2021	#1A	50 Ft	0.89	$26,801.50
202778	2021	#1A	50 Ft	0.89	$26,801.50
202779	2021	#1A	50 Ft	0.89	$26,801.50
202781	2021	#1A	50 Ft	0.89	$26,801.50

202783	2021	#1A	50 Ft	0.89	$26,801.50
202784	2021	#1A	50 Ft	0.89	$26,801.50
202785	2021	#1A	50 Ft	0.89	$26,801.50
202786	2021	#1A	50 Ft	0.89	$26,801.50
202787	2021	#1A	50 Ft	0.89	$26,801.50
202789	2021	#1A	50 Ft	0.89	$26,801.50
202790	2021	#1A	50 Ft	0.89	$26,801.50
202802	2021	#1A	50 Ft	0.89	$26,801.50
202804	2021	#1A	50 Ft	0.89	$26,801.50
202805	2021	#1A	50 Ft	0.89	$26,801.50
202806	2021	#1A	50 Ft	0.89	$26,801.50
202807	2021	#1A	50 Ft	0.89	$26,801.50
202808	2021	#1A	50 Ft	0.89	$26,801.50
202809	2021	#1A	50 Ft	0.89	$26,801.50
202810	2021	#1A	50 Ft	0.89	$26,801.50
202811	2021	#1A	50 Ft	0.89	$26,801.50
202812	2021	#1A	50 Ft	0.89	$26,801.50
202813	2021	#1A	50 Ft	0.89	$26,801.50
202814	2021	#1A	50 Ft	0.89	$26,801.50
202815	2021	#1A	50 Ft	0.89	$26,801.50
202816	2021	#1A	50 Ft	0.89	$26,801.50
218048	2021	#1B	50 Ft	0.89	$26,801.50
218049	2021	#1B	50 Ft	0.89	$26,801.50
218050	2021	#1B	50 Ft	0.89	$26,801.50
218051	2021	#1B	50 Ft	0.89	$26,801.50
218052	2021	#1B	50 Ft	0.89	$26,801.50
218053	2021	#1B	50 Ft	0.89	$26,801.50
218054	2021	#1B	50 Ft	0.89	$26,801.50
218055	2021	#1B	50 Ft	0.89	$26,801.50
218056	2021	#1B	50 Ft	0.89	$26,801.50
218057	2021	#1B	50 Ft	0.89	$26,801.50
218058	2021	#1B	50 Ft	0.89	$26,801.50
218059	2021	#1B	50 Ft	0.89	$26,801.50
218060	2021	#1B	50 Ft	0.89	$26,801.50
218061	2021	#1B	50 Ft	0.89	$26,801.50
218062	2021	#1B	50 Ft	0.89	$26,801.50
218063	2021	#1B	50 Ft	0.89	$26,801.50
218064	2021	#1B	50 Ft	0.89	$26,801.50
218065	2021	#1B	50 Ft	0.89	$26,801.50
218066	2021	#1B	55 Ft	0.96	$28,909.48
218067	2021	#1B	55 Ft	0.96	$28,909.48
218068	2021	#1B	55 Ft	0.96	$28,909.48
218069	2021	#1B	55 Ft	0.96	$28,909.48
218070	2021	#1B	55 Ft	0.96	$28,909.48
218071	2021	#1B	55 Ft	0.96	$28,909.48

218072	2021	#1B	60 Ft	1.00	$30,114.04
218073	2021	#1B	55 Ft	0.96	$28,909.48
218074	2021	#1B	60 Ft	1.00	$30,114.04
218075	2021	#1B	55 Ft	0.96	$28,909.48
218076	2021	#1B	55 Ft	0.96	$28,909.48
218077	2021	#1B	55 Ft	0.96	$28,909.48
218078	2021	#1B	55 Ft	0.96	$28,909.48
218079	2021	#1B	50 Ft	0.89	$26,801.50
218080	2021	#1B	50 Ft	0.89	$26,801.50
218081	2021	#1B	Common Area	0.00	$0.00
218082	2021	#1B	50 Ft	0.89	$26,801.50
218083	2021	#1B	50 Ft	0.89	$26,801.50
218084	2021	#1B	50 Ft	0.89	$26,801.50
218085	2021	#1B	50 Ft	0.89	$26,801.50
218086	2021	#1B	50 Ft	0.89	$26,801.50
218087	2021	#1B	50 Ft	0.89	$26,801.50
218088	2021	#1B	50 Ft	0.89	$26,801.50
218089	2021	#1B	50 Ft	0.89	$26,801.50
218090	2021	#1B	50 Ft	0.89	$26,801.50
218091	2021	#1B	50 Ft	0.89	$26,801.50
218092	2021	#1B	50 Ft	0.89	$26,801.50
218093	2021	#1B	50 Ft	0.89	$26,801.50
218094	2021	#1B	50 Ft	0.89	$26,801.50
218095	2021	#1B	50 Ft	0.89	$26,801.50
218096	2021	#1B	50 Ft	0.89	$26,801.50
218097	2021	#1B	50 Ft	0.89	$26,801.50
218098	2021	#1B	50 Ft	0.89	$26,801.50
218099	2021	#1B	50 Ft	0.89	$26,801.50
218100	2021	#1B	50 Ft	0.89	$26,801.50
218101	2021	#1B	50 Ft	0.89	$26,801.50
218102	2021	#1B	50 Ft	0.89	$26,801.50
218103	2021	#1B	50 Ft	0.89	$26,801.50
218104	2021	#1B	Common Area	0.00	$0.00
218105	2021	#1B	50 Ft	0.89	$26,801.50
218106	2021	#1B	50 Ft	0.89	$26,801.50
218107	2021	#1B	50 Ft	0.89	$26,801.50
218108	2021	#1B	50 Ft	0.89	$26,801.50
218109	2021	#1B	50 Ft	0.89	$26,801.50
218110	2021	#1B	50 Ft	0.89	$26,801.50
218111	2021	#1B	50 Ft	0.89	$26,801.50
218112	2021	#1B	50 Ft	0.89	$26,801.50
218113	2021	#1B	50 Ft	0.89	$26,801.50
218114	2021	#1B	50 Ft	0.89	$26,801.50
218115	2021	#1B	50 Ft	0.89	$26,801.50
Total				**112.24**	**$3,380,000**

APPENDIX H
PROPOSED ASSESSMENT ROLL – PHASES #2A-2B

APPENDIX H-1

Proposed Assessment Roll

Parcel		5239 and 5240
Assessment		**$5,635,000**
Total Equivalent Units		153.59
	153.59	

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Additional Interest	Capitalized Interest	Annual Installment[4]
9/1/2023[5]	$0	$264,141	$0	$0	($264,141)	$0
9/1/2024	$78,000	$352,188	$40,800	$28,175	$0	$499,163
9/1/2025	$82,000	$347,313	$41,616	$27,785	$0	$498,714
9/1/2026	$86,000	$342,188	$42,448	$27,375	$0	$498,011
9/1/2027	$91,000	$336,813	$43,297	$26,945	$0	$498,055
9/1/2028	$96,000	$331,125	$44,163	$26,490	$0	$497,778
9/1/2029	$101,000	$325,125	$45,046	$26,010	$0	$497,181
9/1/2030	$107,000	$318,813	$45,947	$25,505	$0	$497,265
9/1/2031	$113,000	$312,125	$46,866	$24,970	$0	$496,961
9/1/2032	$120,000	$305,063	$47,804	$24,405	$0	$497,271
9/1/2033	$127,000	$297,563	$48,760	$23,805	$0	$497,127
9/1/2034	$135,000	$289,625	$49,735	$23,170	$0	$497,530
9/1/2035	$143,000	$281,188	$50,730	$22,495	$0	$497,412
9/1/2036	$151,000	$272,250	$51,744	$21,780	$0	$496,774
9/1/2037	$160,000	$262,813	$52,779	$21,025	$0	$496,617
9/1/2038	$170,000	$252,813	$53,835	$20,225	$0	$496,872
9/1/2039	$181,000	$242,188	$54,911	$19,375	$0	$497,474
9/1/2040	$192,000	$230,875	$56,010	$18,470	$0	$497,355
9/1/2041	$204,000	$218,875	$57,130	$17,510	$0	$497,515
9/1/2042	$216,000	$206,125	$58,272	$16,490	$0	$496,887
9/1/2043	$230,000	$192,625	$59,438	$15,410	$0	$497,473
9/1/2044	$244,000	$178,250	$60,627	$14,260	$0	$497,137
9/1/2045	$260,000	$163,000	$61,839	$13,040	$0	$497,879
9/1/2046	$276,000	$146,750	$63,076	$11,740	$0	$497,566
9/1/2047	$294,000	$129,500	$64,337	$10,360	$0	$498,197
9/1/2048	$313,000	$111,125	$65,624	$8,890	$0	$498,639
9/1/2049	$333,000	$91,563	$66,937	$7,325	$0	$498,824
9/1/2050	$354,000	$70,750	$68,275	$5,660	$0	$498,685
9/1/2051	$377,000	$48,625	$69,641	$3,890	$0	$499,156
9/1/2052	$401,000	$25,063	$71,034	$2,005	$0	$499,101
Total	**$5,635,000**	**$6,946,453**	**$1,582,723**	**$534,585**	**($264,141)**	**$14,434,621**

1 - Represents the 9/1/XX bond year end for the Phases #2A-2B Bonds.
2 - The interest is calculated using an estimated interest rate of 6.25% for the Phases #2A-2B Bonds and will be updated with the actual interest rate on the Phases #2A-2B Bonds.
3 - The Administrative Expenses shown include the estimated PID administration and assessment collection costs and will be updated each year in the Annual Service Plan Updates.
4 - Amounts shown do not include any TIRZ Annual Credit Amount.
5 - Administrative Expenses and Additional Interest for year ending 9/1/2023 are being funded with bond proceeds.

APPENDIX H-2

Proposed Assessment Roll by Lot Type

Parcel	Lot Type 1 (60 Ft)
Assessment	**$36,688.59**
Total Equivalent Units	1.00

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Additional Interest	Capitalized Interest	Annual Installment[4]
9/1/2023[5]	$0	$1,720	$0	$0	($1,720)	$0
9/1/2024	$508	$2,293	$266	$183	$0	$3,250
9/1/2025	$534	$2,261	$271	$181	$0	$3,247
9/1/2026	$560	$2,228	$276	$178	$0	$3,242
9/1/2027	$592	$2,193	$282	$175	$0	$3,243
9/1/2028	$625	$2,156	$288	$172	$0	$3,241
9/1/2029	$658	$2,117	$293	$169	$0	$3,237
9/1/2030	$697	$2,076	$299	$166	$0	$3,238
9/1/2031	$736	$2,032	$305	$163	$0	$3,236
9/1/2032	$781	$1,986	$311	$159	$0	$3,238
9/1/2033	$827	$1,937	$317	$155	$0	$3,237
9/1/2034	$879	$1,886	$324	$151	$0	$3,239
9/1/2035	$931	$1,831	$330	$146	$0	$3,239
9/1/2036	$983	$1,773	$337	$142	$0	$3,234
9/1/2037	$1,042	$1,711	$344	$137	$0	$3,233
9/1/2038	$1,107	$1,646	$351	$132	$0	$3,235
9/1/2039	$1,178	$1,577	$358	$126	$0	$3,239
9/1/2040	$1,250	$1,503	$365	$120	$0	$3,238
9/1/2041	$1,328	$1,425	$372	$114	$0	$3,239
9/1/2042	$1,406	$1,342	$379	$107	$0	$3,235
9/1/2043	$1,497	$1,254	$387	$100	$0	$3,239
9/1/2044	$1,589	$1,161	$395	$93	$0	$3,237
9/1/2045	$1,693	$1,061	$403	$85	$0	$3,242
9/1/2046	$1,797	$955	$411	$76	$0	$3,240
9/1/2047	$1,914	$843	$419	$67	$0	$3,244
9/1/2048	$2,038	$724	$427	$58	$0	$3,247
9/1/2049	$2,168	$596	$436	$48	$0	$3,248
9/1/2050	$2,305	$461	$445	$37	$0	$3,247
9/1/2051	$2,455	$317	$453	$25	$0	$3,250
9/1/2052	$2,611	$163	$462	$13	$0	$3,250
Total	**$36,689**	**$45,227**	**$10,305**	**$3,481**	**($1,720)**	**$93,982**

1 - Represents the 9/1/XX bond year end for the Phases #2A-2B Bonds.
2 - The interest is calculated using an estimated interest rate of 6.25% for the Phases #2A-2B Bonds and will be updated with the actual interest rate on the Phases #2A-2B Bonds.
3 - The Administrative Expenses shown include the estimated PID administration and assessment collection costs and will be updated each year in the Annual Service Plan Updates.
4 - Amounts shown do not include any TIRZ Annual Credit Amount.
5 - Administrative Expenses and Additional Interest for year ending 9/1/2023 are being funded with bond proceeds.

APPENDIX H-3

Proposed Assessment Roll by Lot Type

Parcel	Lot Type 2 (55 Ft)
Assessment	**$34,854.16**
Total Equivalent Units	0.95

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Additional Interest	Capitalized Interest	Annual Installment[4]
9/1/2023[5]	$0	$1,634	$0	$0	($1,634)	$0
9/1/2024	$482	$2,178	$252	$174	$0	$3,087
9/1/2025	$507	$2,148	$257	$172	$0	$3,085
9/1/2026	$532	$2,117	$263	$169	$0	$3,080
9/1/2027	$563	$2,083	$268	$167	$0	$3,081
9/1/2028	$594	$2,048	$273	$164	$0	$3,079
9/1/2029	$625	$2,011	$279	$161	$0	$3,075
9/1/2030	$662	$1,972	$284	$158	$0	$3,076
9/1/2031	$699	$1,931	$290	$154	$0	$3,074
9/1/2032	$742	$1,887	$296	$151	$0	$3,076
9/1/2033	$786	$1,841	$302	$147	$0	$3,075
9/1/2034	$835	$1,791	$308	$143	$0	$3,077
9/1/2035	$884	$1,739	$314	$139	$0	$3,077
9/1/2036	$934	$1,684	$320	$135	$0	$3,073
9/1/2037	$990	$1,626	$326	$130	$0	$3,072
9/1/2038	$1,052	$1,564	$333	$125	$0	$3,073
9/1/2039	$1,120	$1,498	$340	$120	$0	$3,077
9/1/2040	$1,188	$1,428	$346	$114	$0	$3,076
9/1/2041	$1,262	$1,354	$353	$108	$0	$3,077
9/1/2042	$1,336	$1,275	$360	$102	$0	$3,073
9/1/2043	$1,423	$1,191	$368	$95	$0	$3,077
9/1/2044	$1,509	$1,103	$375	$88	$0	$3,075
9/1/2045	$1,608	$1,008	$382	$81	$0	$3,080
9/1/2046	$1,707	$908	$390	$73	$0	$3,078
9/1/2047	$1,818	$801	$398	$64	$0	$3,082
9/1/2048	$1,936	$687	$406	$55	$0	$3,084
9/1/2049	$2,060	$566	$414	$45	$0	$3,085
9/1/2050	$2,190	$438	$422	$35	$0	$3,085
9/1/2051	$2,332	$301	$431	$24	$0	$3,087
9/1/2052	$2,480	$155	$439	$12	$0	$3,087
Total	**$34,854**	**$42,966**	**$9,790**	**$3,307**	**($1,634)**	**$89,282**

1 - Represents the 9/1/XX bond year end for the Phases #2A-2B Bonds.
2 - The interest is calculated using an estimated interest rate of 6.25% for the Phases #2A-2B Bonds and will be updated with the actual interest rate on the Phases #2A-2B Bonds.
3 - The Administrative Expenses shown include the estimated PID administration and assessment collection costs and will be updated each year in the Annual Service Plan Updates.
4 - Amounts shown do not include any TIRZ Annual Credit Amount.
5 - Administrative Expenses and Additional Interest for year ending 9/1/2023 are being funded with bond proceeds.

APPENDIX H-4

Proposed Assessment Roll by Lot Type

Parcel	Lot Type 3 (50 Ft)
Assessment	**$31,552.18**
Total Equivalent Units	0.86

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Additional Interest	Capitalized Interest	Annual Installment[4]
9/1/2023[5]	$0	$1,479	$0	$0	($1,479)	$0
9/1/2024	$437	$1,972	$228	$158	$0	$2,795
9/1/2025	$459	$1,945	$233	$156	$0	$2,792
9/1/2026	$482	$1,916	$238	$153	$0	$2,789
9/1/2027	$510	$1,886	$242	$151	$0	$2,789
9/1/2028	$538	$1,854	$247	$148	$0	$2,787
9/1/2029	$566	$1,820	$252	$146	$0	$2,784
9/1/2030	$599	$1,785	$257	$143	$0	$2,784
9/1/2031	$633	$1,748	$262	$140	$0	$2,783
9/1/2032	$672	$1,708	$268	$137	$0	$2,784
9/1/2033	$711	$1,666	$273	$133	$0	$2,784
9/1/2034	$756	$1,622	$278	$130	$0	$2,786
9/1/2035	$801	$1,574	$284	$126	$0	$2,785
9/1/2036	$845	$1,524	$290	$122	$0	$2,782
9/1/2037	$896	$1,472	$296	$118	$0	$2,781
9/1/2038	$952	$1,416	$301	$113	$0	$2,782
9/1/2039	$1,013	$1,356	$307	$108	$0	$2,786
9/1/2040	$1,075	$1,293	$314	$103	$0	$2,785
9/1/2041	$1,142	$1,226	$320	$98	$0	$2,786
9/1/2042	$1,209	$1,154	$326	$92	$0	$2,782
9/1/2043	$1,288	$1,079	$333	$86	$0	$2,786
9/1/2044	$1,366	$998	$339	$80	$0	$2,784
9/1/2045	$1,456	$913	$346	$73	$0	$2,788
9/1/2046	$1,545	$822	$353	$66	$0	$2,786
9/1/2047	$1,646	$725	$360	$58	$0	$2,790
9/1/2048	$1,753	$622	$367	$50	$0	$2,792
9/1/2049	$1,865	$513	$375	$41	$0	$2,793
9/1/2050	$1,982	$396	$382	$32	$0	$2,792
9/1/2051	$2,111	$272	$390	$22	$0	$2,795
9/1/2052	$2,245	$140	$398	$11	$0	$2,795
Total	**$31,552**	**$38,895**	**$8,862**	**$2,993**	**($1,479)**	**$80,824**

1 - Represents the 9/1/XX bond year end for the Phases #2A-2B Bonds.
2 - The interest is calculated using an estimated interest rate of 6.25% for the Phases #2A-2B Bonds and will be updated with the actual interest rate on the Phases #2A-2B Bonds.
3 - The Administrative Expenses shown include the estimated PID administration and assessment collection costs and will be updated each year in the Annual Service Plan Updates.
4 - Amounts shown do not include any TIRZ Annual Credit Amount.
5 - Administrative Expenses and Additional Interest for year ending 9/1/2023 are being funded with bond proceeds.

APPENDIX H-5

Proposed Assessment Roll by Lot Type

Parcel	Lot Type 4 (65 Ft)
Assessment	**$38,523.02**
Total Equivalent Units	1.05

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Additional Interest	Capitalized Interest	Annual Installment[4]
9/1/2023[5]	$0	$1,806	$0	$0	($1,806)	$0
9/1/2024	$533	$2,408	$279	$193	$0	$3,412
9/1/2025	$561	$2,374	$285	$190	$0	$3,409
9/1/2026	$588	$2,339	$290	$187	$0	$3,405
9/1/2027	$622	$2,303	$296	$184	$0	$3,405
9/1/2028	$656	$2,264	$302	$181	$0	$3,403
9/1/2029	$690	$2,223	$308	$178	$0	$3,399
9/1/2030	$731	$2,180	$314	$174	$0	$3,399
9/1/2031	$773	$2,134	$320	$171	$0	$3,397
9/1/2032	$820	$2,086	$327	$167	$0	$3,400
9/1/2033	$868	$2,034	$333	$163	$0	$3,399
9/1/2034	$923	$1,980	$340	$158	$0	$3,401
9/1/2035	$978	$1,922	$347	$154	$0	$3,400
9/1/2036	$1,032	$1,861	$354	$149	$0	$3,396
9/1/2037	$1,094	$1,797	$361	$144	$0	$3,395
9/1/2038	$1,162	$1,728	$368	$138	$0	$3,397
9/1/2039	$1,237	$1,656	$375	$132	$0	$3,401
9/1/2040	$1,313	$1,578	$383	$126	$0	$3,400
9/1/2041	$1,395	$1,496	$391	$120	$0	$3,401
9/1/2042	$1,477	$1,409	$398	$113	$0	$3,397
9/1/2043	$1,572	$1,317	$406	$105	$0	$3,401
9/1/2044	$1,668	$1,219	$414	$97	$0	$3,399
9/1/2045	$1,777	$1,114	$423	$89	$0	$3,404
9/1/2046	$1,887	$1,003	$431	$80	$0	$3,402
9/1/2047	$2,010	$885	$440	$71	$0	$3,406
9/1/2048	$2,140	$760	$449	$61	$0	$3,409
9/1/2049	$2,277	$626	$458	$50	$0	$3,410
9/1/2050	$2,420	$484	$467	$39	$0	$3,409
9/1/2051	$2,577	$332	$476	$27	$0	$3,412
9/1/2052	$2,741	$171	$486	$14	$0	$3,412
Total	**$38,523**	**$47,489**	**$10,820**	**$3,655**	**($1,806)**	**$98,681**

1 - Represents the 9/1/XX bond year end for the Phases #2A-2B Bonds.
2 - The interest is calculated using an estimated interest rate of 6.25% for the Phases #2A-2B Bonds and will be updated with the actual interest rate on the Phases #2A-2B Bonds.
3 - The Administrative Expenses shown include the estimated PID administration and assessment collection costs and will be updated each year in the Annual Service Plan Updates.
4 - Amounts shown do not include any TIRZ Annual Credit Amount.
5 - Administrative Expenses and Additional Interest for year ending 9/1/2023 are being funded with bond proceeds.

TONY COLLINS ART, INC.

DISCUSSION ITEMS REPORT (DIR)

Project Title	Department	Agenda Date	Entered Date	Status/Notes	Strategy Map
Splash Pad	Parks &Rec	TBD	10/23/2018	Shannon Park Contract Awarded 042522	2,3,4
Thoroughfare Plan Update	Development Serv	TBD	10/23/2018	In Progress	2,5
Bldg Standards Commission Ordinance	Development Serv	9/1/2019	10/23/2018	BSC to review	4
South Pointe	Development Serv		2/3/2021	Civil Plans under Review	2,3,4
Subdivision Ordinance Update	Development Serv	1/27/2020	10/23/2018	In progress	5
Citizens Academy	Admin/Public Safety		11/27/2018	Planning Phase	1,3
Fire Department Facility Improvements	Admin/Public Safety			Contractor Scheduled	1,2,5
Summer Youth Program	Admin/Parks	TBD	7/16/2019	COVID Postponement	1,3,4
Digital Gateway Signage	Admin	TBD	8/17/2020	Contract approved July 26, 2021	2,3
City Lakes Emer Action Plan	Public Works	TBD	8/7/2019		5
Disc Golf Course	Admin/PW	TBD	8/23/2019	TPWD Grant Awarded	2,3,4
Washington Street Utility Relocation	Admin/PW	TBD	10/1/2019	SUE forwarded to TxDOT	2,5
TPW Grant for City Lake Park	Parks &Rec	TBD	12/10/2019	TPWD Grant Awarded	4,5
CareFlight Facility	Admin	TBD	3/9/2020	Discussions regarding relocation	1,3
COVID - 19	Admin/Public Safety	TBD	3/11/2020	Action Plan in Place	4,5
Comprehensive Plan	Admin		8/26/2020	Need to update plan	2,3,4,5
Website Update	Admin		1/26/2021	Planning Phase	2,3
Street Maintenance Program	Public Works		1/29/2021	Budget Approved, Phase 1 & 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 Partnership	2,3,5
AMI	Admin/PW		4/29/2021	Installation underway	4,5
High Speed Internet	Admin			Suddenlink live/CIP installing	2,3,5
Northeast Utility Project	Admin/PW		9/17/2021	Working on Cost Estimate and Scope	1,2,3,4,5
City Lakes Park/Lower Lake Improvements	Admin/PW		9/23/2021	Working on Cost Estimate and Scope	4
Former Senior Center Demo	Development Serv		11/8/2021	Approved in 2022 5 Year CIP	4
Sports Complex Parking Lot Paving	PW/Admin	4/25/2022	4/26/2022	To be scheduled	4
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	Funding and Design established	3,4
Downtown Square Landscape Update	PW/Admin		9/23/2022	Funding and Design established	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	Aproved by Council	
34/243 Signal Installation	Public Works		10/23/2018	Complete	
HR Coordinator	Admin		12/17/2018	Admin/HR Assistant Full-Time Sept. 30	
Agenda Software Installation/Training	Admin		10/23/2018	Complete	
5 Year CIP	Admin	11/25/2019	11/25/2019	Work Session 12/16/19	
Water & Street Impact Fee Update	Development Serv		6/10/2019	Council approved 12/16/19	
Intern Program	HR	TBD	12/10/2019	Policy to Council 3/30/20	3,5
WWTP Finance Application	Finance	11/13/2018	10/23/2018	GTUA Approval	5
PD/FD Safety Equipment Grant	Public Safety	TBD	3/3/2020	Application Submitted	1
Street Maintenance Priorities	PW/Admin		2/27/2019	List Presented to Council/Incorporated into 5 Year CIP	5
Traffic Signal 1388@34 ByPass	Admin		1/28/2020	Final Construction Underway	1
Solid Waste RFP	Admin	TBD	5/18/2020	Contract Finanlized and Approved	4,5
PD Body Camera Grant	PD	4/27/2020	5/19/2020	Grant not awarded	1,5
Civic Center	Admin	7/22/2019		Accepted 01/25/21	2,3
Phase II - Street Bond	Public Works	10/28/2019	10/23/2018	Accepted 01/25/21	5
TxDOT Turnback	Admin	12/17/2018	11/6/2018	Accepted 01/25/21	2,3,5
City Lakes Park Fence	Public Works		1/26/2021	Complete	
Building Official	Development Serv		12/10/2020	Hired	
54-Acre Development	Development Serv	5/18/2020	10/23/2018	PD to Council 05/18/2020	2,3,4
Building Code Update	Development Serv	10/28/2019	6/4/2019	Approved O-28-19	5
Park Dedication Ordinance	Development Serv	1/25/2021	10/23/2018	PH continued to 2/22/2021	4,5
Police Department Server	PD		1/29/2021	Ordered thru TSM	1,5
Tree Mitigation Ordinance	Development Serv		2/24/2021	Approved	4,5
Kaufman Lake	Admin/PW		1/8/2019	Sold April 2021	2,4,5
Downtown Parking	Admin		1/16/2019	2 Hour Parking Signs going up	2
Fire Engine Replacement	FD	1/25/2021	1/25/2021	Lease Approved	1,5
Greenlight City/EDC Marketing	Admin/EDC		6/16/2020	Greenlight Retainer	1,2
Kaufman Square Speakers	Admin/PW	TBD	10/22/2019	Installation Complete	2,3
Fire Department 5 Year Plan	FD		8/26/2020	Presented at Council Retreat 4/2021	2,5
TIRZ #2	Admin		8/6/2020	PPFP Approved 082420	2,3,4
Tabor Parkway Expansion	PW/Admin			Complete	2,3,5
IT Services RFP	Admin		1/6/2022	Contract award 2/28/22	1,5
Marlow Development	Development Serv	4/22/2019	10/23/2018	Construction Underway	2
Recodification of City Ordinances	Admin	11/13/2018	10/23/2018	Franklin Review	5
Kaufman Estates	PW/Admin	10/28/2019		No Action	5

October 9, 2022

To: Kaufman County

From: Ashley Berryhill, Finance Director

Re: September 2022 STARNow – Kaufman County Ridership Report

TRIP INFORMATION:

	S	O	N	D	J	F	M	A	M	J	J	A	TOTAL
TRIPS	802												**802**
SERVICE DAYS	21												**21**
DAILY AVERAGE	38.2												***38.2***

KPIs

Download

Completed Boardings	Avg. Boardings Per Service Hr.	Boarding Cancellations	Boarding Cancellations (No-Show)	Cancellation Percentage	Cancellation Percentage (No Show)	Total Requests
802	1	435	55	35.17 %	4.45 %	1183

Completed Requests	No Drivers Available Requests	Request Cancellations	Request Cancellations (No Show)	Avg. # of Requests per Rider	Avg. Travel Duration	Avg. Travel Distance
777	4	402	48	4.72	14.24 min	5.67 mi

Mean Wait Time	Median Wait Time	Bookings from Admin Panel	Bookings from Rider Mobile App	Bookings from Rider Web	Flag Down Bookings	Avg. # Riders per Request
89.23 min	46.28 min	99.75 %	0.25 %	0 %	0 %	1.03

STAR TRANSIT
Phone: 877-631-5278 | **Fax:** 972-563-0048 | **Website:** STARtransit.org
PO Box 703 | Terrell | TX 75160

October 6, 2022

To: Kaufman County

From: Ashley Berryhill, Finance Director

Re: September 2022 Demand and Response Ridership Report

TRIP INFORMATION:

	S	O	N	D	J	F	M	A	M	J	J	A	TOTAL
TRIPS	631												**631**
SERVICE DAYS	21												**21**
DAILY AVERAGE	*30.0*												**30**

ELDERLY AND DISABLED RIDERSHIP	
251	Disabled Trips
239	Elderly (&/or Dis) Trips
490	*E &D Total Rides*
	E & D Percent of Total Trips – 78%

CareFlite City of Kaufman Response Summary
September 2022

Response Summary:

	Responses	Transports	Exceptions	Compliance %	Transport %
Priority 1 <8:59	30	19	3	90%	**63%**
Priority 2 <11:59	90	42	4	96%	**47%**
Priority 3 <14:59	19	12	1	95%	**63%**
Emergency Transfers<0:29:59	96	93	60	38%	**97%**
Non-Emergency Transfers<0:15	43	41	12	72%	**95%**
Helicopter	16	16			
Totals	**294**	**223**		**94.24%**	**57.72%**

Transport Summary:

	Number	Percentage
Baylor Scott and White Dallas	8	4%
Baylor Scott and White Sunnyvale	6	3%
Baylor Scott and White Lakepointe Rowlett	1	0%
Baylor Scott and White Lakepointe Forney	0	0%
Childrens Medical Center	12	6%
Dallas Regional Medical Center	5	2%
Medical City Dallas	0	0%
Parkland	1	0%
Texas Health-Dallas	75	36%
Texas Health- Kaufman	47	23%
Texas Health -Plano	1	0%
Texas Health-Rockwall	4	2%
UT Health- Athens	0	0%
UT Health- Tyler	1	0%
UT Health- Cedar Creek	0	0%
VA Medical Center Dallas	0	0%
Other Hospitals	18	9%
Nursing home, residence, other	28	14%
	207	**100%**

	Number	% of Total
Patient Refusal/Treat No Transport	34	48%
Pt is DOS	1	1%
Cancellation- No Patient	36	51%
	71	100%

Average Response Time City Wide--Emergency Calls	0:05:31

	Responses	Exceptions	
Last 100 Calls			
Priority 1	100	9	91%
Priority 2	100	5	95%
Priority 3	100	5	95%

KAUFMAN FIRE DEPARTMENT

MONTHLY DASHBOARD REPORT

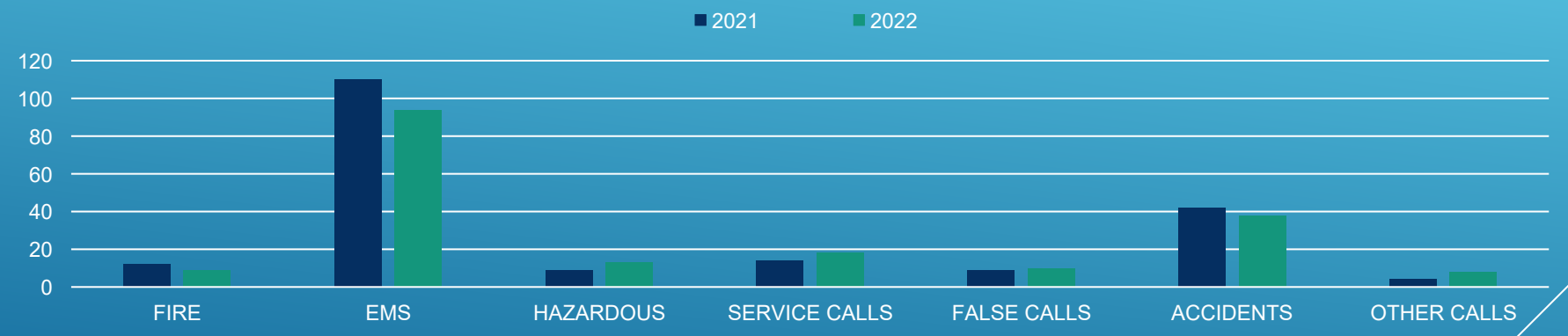
SEPTEMBER 2022

City of Kaufman

KAUFMAN FIRE DEPARTMENT
MONTHLY DASHBOARD REPORT
SEPTEMBER 2022

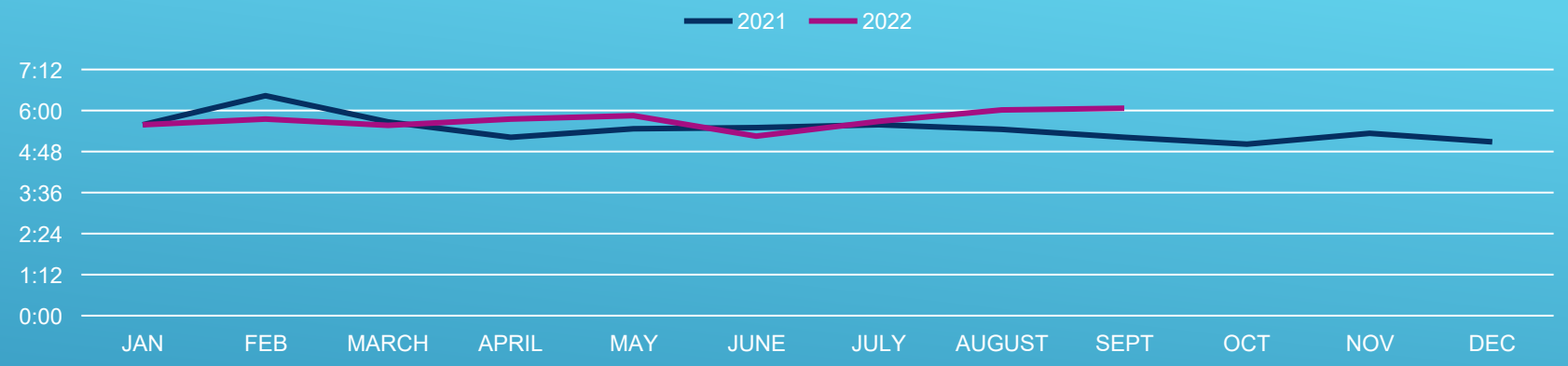
FIRE SEPTEMBER 2022 ACTIVITY

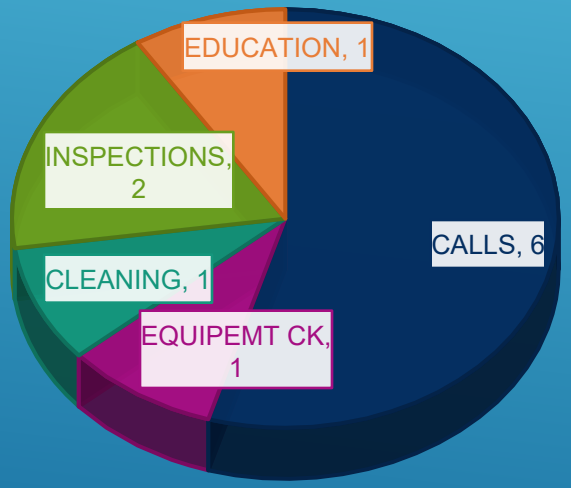
	2021 SEPT	2022 SEPT	MONTHLY INCREASE	FISCAL YTD OCT.20 TO SEPT 21	FISCAL YTD OCT.21 TO SEPT 22	FISCAL YTD INCREASE
FIRE CALLS	12	9	-25%	109	196	80%
RESCUE & EMERGENCY MEDICAL SERVICES	110	94	-15%	1245	1186	-5%
HAZARDOUS CONDITIONS	9	13	44%	178	184	3%
SERVICE / GOOD INTENT CALLS	14	18	29%	160	189	15%
FALSE ALARMS	9	10	11%	85	111	23%
ACCIDENTS	42	38	-10%	506	452	-12%
OTHER INCIDENTS	4	8	100%	78	97	20%
TOTAL CALLS	200	190	-4%	2361	2415	2%



KAUFMAN FIRE DEPARTMENT
MONTHLY DASHBOARD REPORT
SEPTEMBER 2022

MONTHLY RESPONSE TIMES



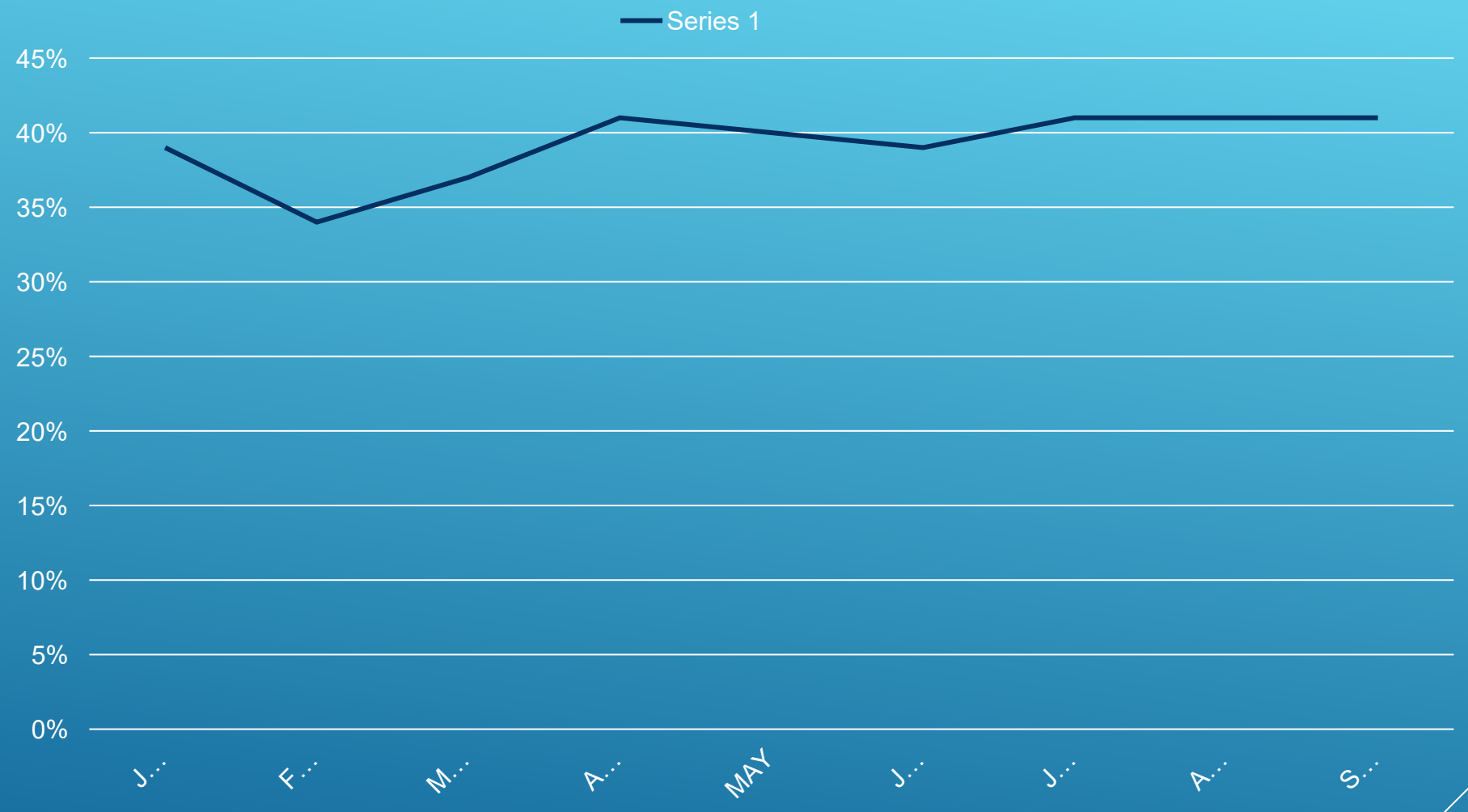


SHIFT HOURLY UTILIZATION 41 %

NFPA NATIONAL STANDARDS 25% TO 30% MAXIMUM

KAUFMAN FIRE DEPARTMENT
MONTHLY DASHBOARD REPORT
SEPTEMBER 2022

MONTHLY HOURLY UTILIZATION



KAUFMAN FIRE DEPARTMENT
MONTHLY DASHBOARD REPORT
SEPTEMBER 2022

SEPTEMBER PREVENTION REVIEW

2 DEVELOPMENT PLANS REVIEWED

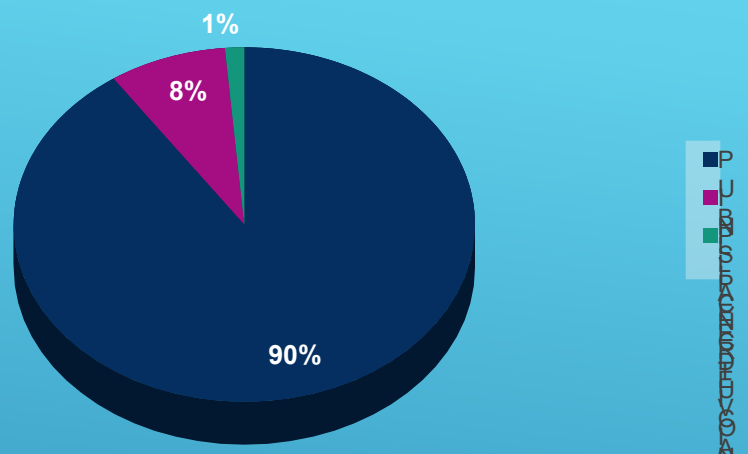
CONDUCTED 7 FIRE SAFETY INSPECTIONS

PERFORMED 1 CONSTRUCTION SITE FIRE SPRINKLER HYDRO TESTS

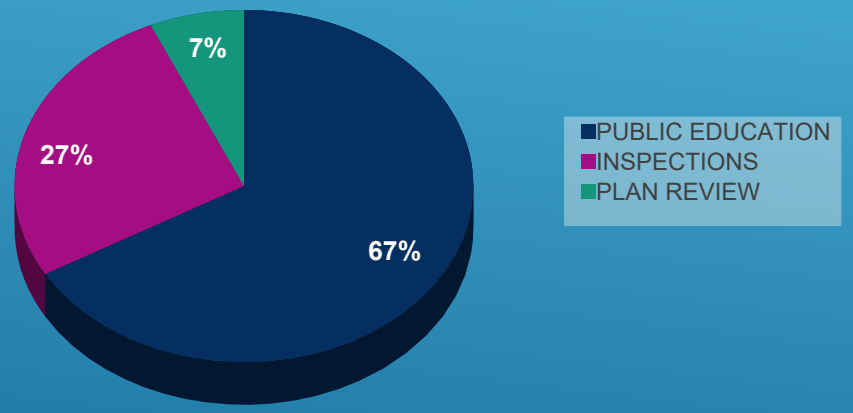
PASSED OUT FIRE PREVENTION MATERIALS TO APPROX. 26 CITIZENS

10 FIRE HYDRANTS WERE CHECKED AND PAINTED

YEARLY 2021



SEPTEMBER 2022



PERSONNEL CONTINUNING EDUCATION

FIRE

BASIC FIREFIGHTING AND TACTICS

EMS

SKILLS CHECK

KAUFMAN FIRE DEPARTMENT
MONTHLY DASHBOARD REPORT
SEPTEMBER 2022

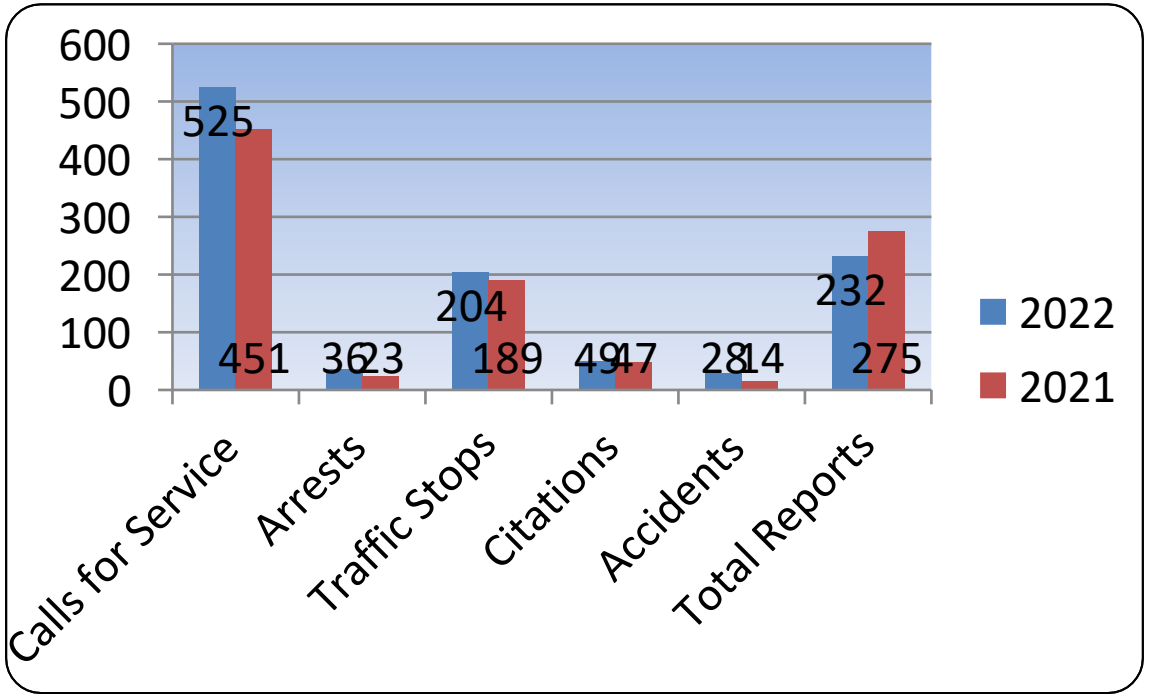
KAUFMAN POLICE DEPARTMENT
PATROL ACTIVITYSEPTEMBER 2022

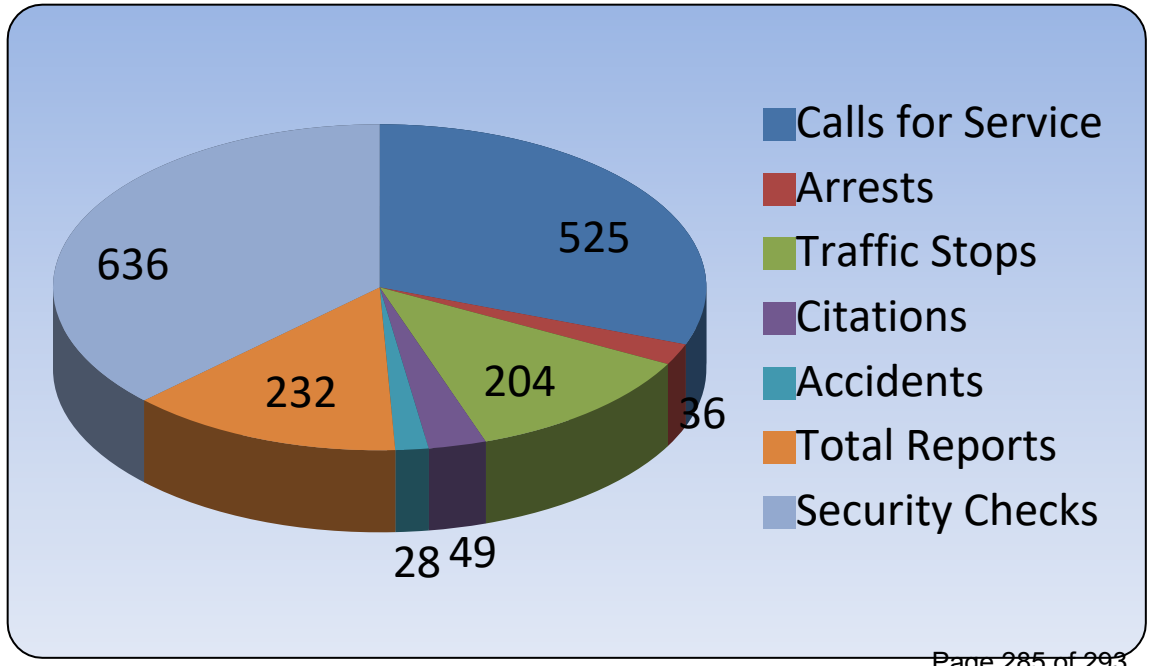
September 2022, Kaufman Police Department's Patrol Division Activity:

- **525** Calls For Service, Including Accidents
- **25** Traffic Accidents
- Completed **636** Homes, Parks, & Business Checks
- Completed **204** Traffic Stops
- Completed **200** Incident Reports
- Completed **232** Reports
- Made **36** Arrests
- Average monthly response time to calls is **5:02** minutes.

Other points of interest include:

- Utilized the radar trailer on 34 Bypass northbound behind the Philips Elementary. Utilized the radar trailer on 34 Bypass northbound at the South City Limits.





KAUFMAN POLICE DEPARTMENT
SUMMARY SEPTEMBER 2022

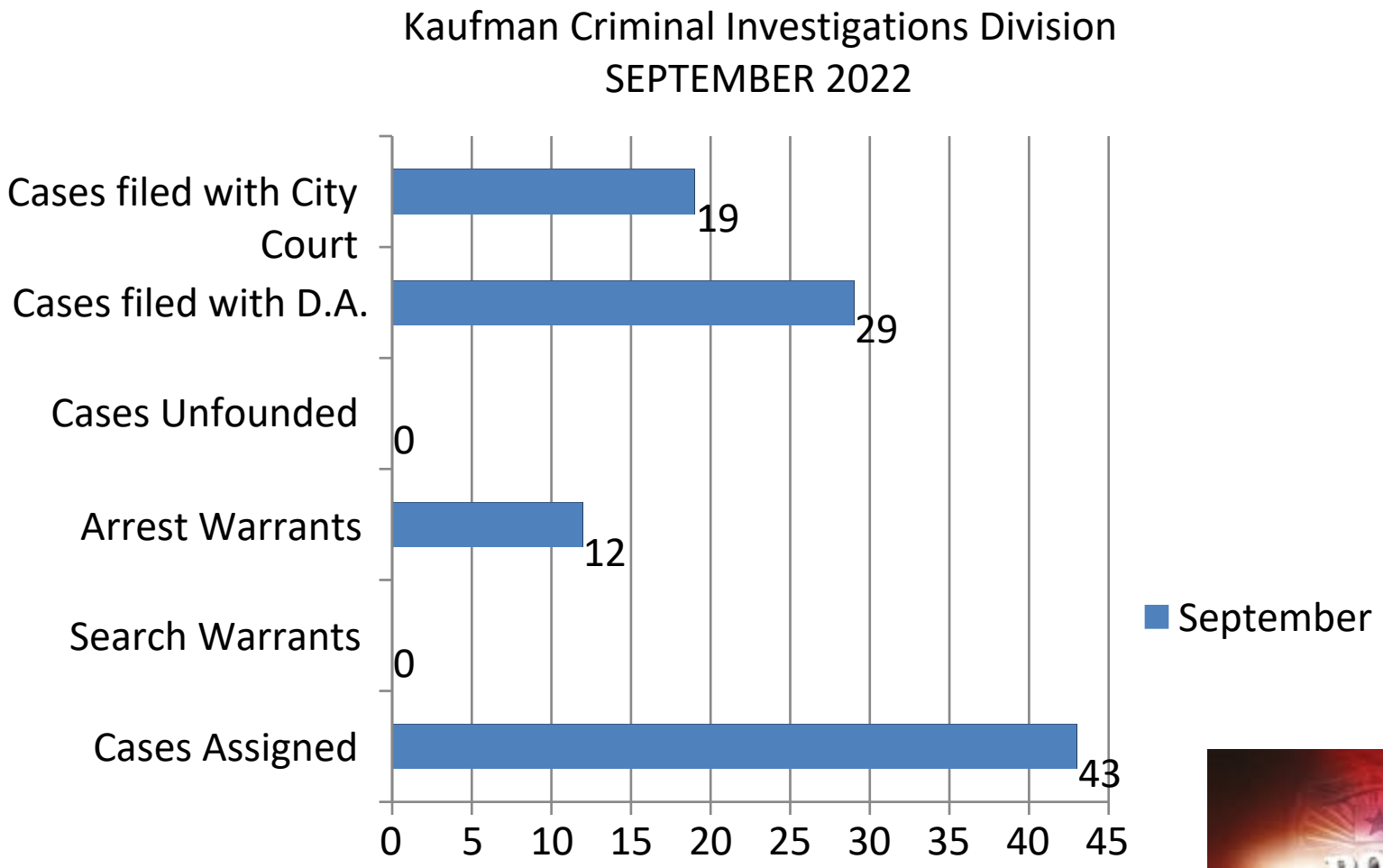
Community Engagement September 2022

Social Media Posts, Facebook Followers 12,078.

Events attended by Kaufman Police Department employees:

•Posted Kaufman County Fall Clean Up Event held on 9/17/2022.
•Shared City of Kaufman Posts about Water Breaks and the areas it affected.
•Shared City of Kaufman Posts about city roadway closures.
•Shared flyer for Kaufman Parks & Rec. Board Halloween 5K Run/Walk Saturday, October 29, 2022.
•Shared multiple found dog notices.
•Shared posts about water conservation efforts.
•Posted flyer for National Night Out scheduled for October 4th, 2022.
•Shared post about 9/11 Remembrance Day.
•Posted seatbelt / buckle up reminder.
•Posted flyer for Blood Drive scheduled for October 7, 2022.
•Posted Accident Notices to attempt to help with traffic delays and to advise citizens.
•Posted flyer for Humane Society on National Adoption Weekend, 9/16-18/2022.
•Posted SCAM Alerts for citizens knowledge.
•Posted flyer of KISD Town Hall Meeting about bond election on 9/26/2022.
•Posted Thank you to Kaufman Healthcare and Hospice Plus for providing lunches and support.
•Posted Thank You to Relyon Credit Union for their support and some cookies.
•Chief Edwards attended the First Baptist Church of Kaufman's 911 Remembrance and First Responders Appreciation Service on 9/11.
•Sgt Leftwich and Officer Wall participated in the KISD College Day and Career Day Event at the Kaufman HS on 9/22.
•Sgt Leftwich, Sgt Law and Officer Bolden worked security for the Chamber of Commerce Casino Night and Auction.
•Chief Edwards and Mike Holder attended the Regional Police Academy Graduation for Officers B. Chewning and R. Miers on 9/30.
•Officers B. Chewning and R. Miers were sworn in as Police Officers on 9/30/2022.

KAUFMAN CRIMINAL INVESTIGATIONS ACTIVITY SEPTEMBER 2022



	Cases Assigned	Search Warrants	Arrest Warrants	Cases Unfounded	Cases filed with D.A.	Cases filed with City Court
September	43	0	12	0	29	19

KAUFMAN POLICE DEPARTMENT
SEPTEMBER 2022

Year to Date - Offenses Known to Police for September 2022

Printed On: 10/18/2022

Agency: TX1290200 - KAUFMAN PD

Classification of Offenses	Offenses Reported	Offenses Cleared	Projected Rate/1000	Last YTD Reported	Percent Change
Animal Cruelty, Total					-
Arson, Total				1	-100.00%
Assault Offenses, Total	34	23	3.86	44	-22.73%
Aggravated Assault	14	8	1.59	10	40.00%
Intimidation				2	-100.00%
Simple Assault	20	15	2.27	32	-37.50%
Bribery, Total					-
Burglary/Breaking and Entering, Total	3	1	0.34	10	-70.00%
Counterfeiting/Forgery, Total	1		0.11	2	-50.00%
Destruction/Damage/Vandalism of Property, Total	10	1	1.14	14	-28.57%
Drug/Narcotic Offenses, Total	147	140	16.70	127	15.75%
Drug Equipment Violations	53	53	6.02	29	82.76%
Drug/Narcotic Violations	94	87	10.68	98	-4.08%
Embezzlement, Total	1		0.11		-
Extortion/Blackmail, Total					-
Fraud Offenses, Total	2	1	0.23	10	-80.00%
False Pretense/Swindle/Confidence Game					-
Credit Card/Automatic Teller Machine Fraud				2	-100.00%
Welfare Fraud					-
Wire Fraud					-
Hacking/Computer Invasion					-
Identity Theft					-
Impersonation	2	1	0.23	8	-75.00%
Gambling Offenses, Total					-
Betting/Wagering					-
Operating/Promoting/Assisting Gambling					-
Sports Tampering					-
Gambling Equipment Violations					-
Homicide Offenses, Total					-
Murder and Nonnegligent Manslaughter					-
Negligent Manslaughter					-
Human Trafficking, Total					-
Human Trafficking, Commercial Sex Acts					-
Human Trafficking, Involuntary Servitude					-
Kidnapping/Abduction, Total	2	1	0.23	1	100.00%
Larceny/Theft Offenses, Total	30	5	3.41	74	-59.46%
Motor Vehicle Theft, Total	4	3	0.45	8	-50.00%

KAUFMAN POLICE DEPARTMENT
SEPTEMBER 2022

Year to Date - Offenses Known to Police for September 2022

Printed On: 10/18/2022

Agency: TX1290200 - KAUFMAN PD

Classification of Offenses	Offenses Reported	Offenses Cleared	Projected Rate/1000	Last YTD Reported	Percent Change
Pornography/Obscene Material, Total	9		1.02		-
Prostitution Offenses, Total					-
Assisting or Promoting Prostitution					-
Prostitution					-
Purchasing Prostitution					-
Robbery, Total	3	1	0.34		-
Sex Offenses, Total	5	1	0.57	4	25.00%
Fondling	4	1	0.45	4	0.00%
Rape	1		0.11		-
Sexual Assault with an Object					-
Sodomy					-
Sex Offenses, Non-Forcible, Total					-
Statutory Rape					-
Incest					-
Stolen Property Offenses, Total	1		0.11	3	-66.67%
Weapons Law Violations, Total	2	2	0.23	7	-71.43%
Group A Offense, Total	254	179	28.85	305	-16.72%
Crimes Against Person, Total	41	25	4.66	49	-16.33%
Crimes Against Property, Total	55	12	6.25	122	-54.92%
Crimes Against Society, Total	158	142	17.95	134	17.91%
Officers Killed or Assaulted YTD	**3**			**0**	-

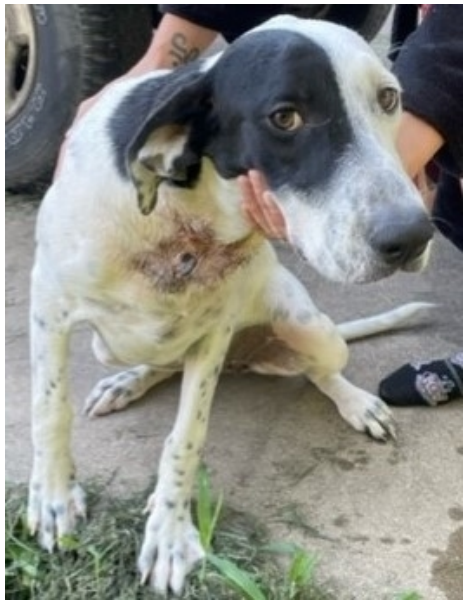
KAUFMAN POLICE DEPARTMENT
ANIMAL CONTROL REPORT SEPTEMBER
2022

September 2022, Kaufman Animal Control Responded To-

- 73 Calls For Service
- 3Follow-up Calls
- Warnings Issued – 9
- Citations Issued – 4
- Traps Set - 1

Domestic Animals Captured	Animals Turned Over
On Calls – 17	Owner – 5
On View – 3	To Humane Society – 9

Dead Animals Recovered: - 1
Non-Domestic Animals Captured – 11



Development Services
September Monthly Report
Permits Issued: 09/01/2022-09/30/2022

Permit Title	Project Address	Credential Contacts	Permit Issued Date	Valuation	Project SQ. FT.	Total Fees Collected
2022 Food Permits	806 N Washington St.	Susan Duerr (Business Manager)	09/26/2022 at 7:58 AM	$0.00		$50.00
Commercial Building Tenant Finish Out	201 Kings Fort Pkwy.	Derek Jones (General Contractor)	09/02/2022 at 9:32 AM	$250,000.00	2,600.00	$13,924.11
Demolition (R)	401 E Oak St.	Axel Mendez (General Contractor)	09/07/2022 at 9:27 AM	$8,000.00		$80.00
Driveway, Parking Lot or Sidewalk Permit	1301 S Jackson	Rose Chavez (Property Owner)	09/26/2022 at 11:26 AM	$2,300.00		$80.00
Electrical Permit	1006 S Houston St.	Justin Fite (Electrical Contractor)	09/08/2022 at 7:21 AM	$750.00		$82.40
Electrical Permit	502 E Grove St.	Jon Lackey (Electrical Contractor)	09/13/2022 at 10:11 AM	$1,500.00		$82.40
Electrical Permit	509 S Madison St.	Jon Lackey (Electrical Contractor)	09/13/2022 at 10:17 AM	$500.00		$82.40
Electrical Permit	1206 S Clay	Randall Gardner (Electrical Contractor)	09/21/2022 at 9:30 AM	$2,800.00		$82.40
Electrical Permit	204 E Elmo St.	Charles DeLuna (Electrical Contractor)	09/26/2022 at 3:30 PM	$3,600.00		$82.40
Fence Permit	3814 Myrtle Way	Bryan Mendez (General Contractor)	09/02/2022 at 2:40 PM	$700.00		$82.40
Fence Permit	3923 Holly Springs Ln.	Bryan Mendez (General Contractor)	09/01/2022 at 8:00 AM	$700.00		$82.40
Fence Permit	3908 Holly Springs Ln.	Bryan Mendez (General Contractor)	09/01/2022 at 8:00 AM	$700.00		$82.40
Fence Permit	3903 Holly Springs Ln.	Bryan Mendez (General Contractor)	09/01/2022 at 7:58 AM	$700.00		$82.40
Fence Permit	3920 Holly Springs Ln.	Bryan Mendez (General Contractor)	09/01/2022 at 7:59 AM	$694.00		$82.40
Fence Permit	1604 Leon St.	Porfirio Lopez (General Contractor)	09/09/2022 at 7:40 AM	$500.00		$80.00
Fence Permit	3930 Holly Springs Ln.	Bryan Mendez (General Contractor)	09/14/2022 at 1:52 PM	$700.00		$82.40
Fence Permit	3932 Holly Springs Ln.	Bryan Mendez (General Contractor)	09/14/2022 at 1:50 PM	$700.00		$82.40
HVAC. Estes	1605 Highglen Trl.	Trapper Barnes (Mechanical Contractor)	09/14/2022 at 11:25 AM	$7,235.00		$82.40
Irrigation Permit	2015 Elizabeth St.	Daniel Ventura (Irrigation Contractor)	09/07/2022 at 1:14 PM	$3,400.00		$82.40
Plumbing Permit	1501 Royal	Lawrence Snell (Plumbing Contractor)	09/13/2022 at 12:51 PM	$1,500.00		$82.40
Plumbing Permit	1606 Lee St.	Steve Harris (Plumbing Contractor)	09/09/2022 at 11:59 AM	$652.00		$80.00
Plumbing Permit	406 N Jefferson St.	Jimmy Lanham (Plumbing Contractor)	09/14/2022 at 7:36 AM	$4,500.00		$82.40
Plumbing Permit	509 S Madison St.	Chris Allen (Plumbing Contractor)	09/15/2022 at 2:12 PM	$350.00		$82.40
Plumbing Permit	509 W Grove St.	Zebedee Higginbotham (Plumbing Contractor)	09/28/2022 at 7:10 AM	$2,250.00		$82.40
Residential Accessory/Carport Permit	402 W 8Th	Kristie Brewer (Property Owner)	09/02/2022 at 2:50 PM	$1,000.00	49.00	$82.40
Residential Accessory/Carport Permit	4200 S Washington St.	Tom Saurey (General Contractor)	09/15/2022 at 2:38 PM	$4,000.00		$82.40
Residential Addition, Remodel or Repair	1706 Rand Rd.	Maria Acosta (General Contractor)	09/27/2022 at 3:10 PM	$1,000.00		$574.74
Residential Addition, Remodel or Repair	1705 Austin Dr.	Alejandro Martinez (General Contractor)	09/08/2022 at 11:50 AM	$82,000.00		$1,036.00
Residential Addition, Remodel or Repair	801 N Wilson St.	Richard Moore (General Contractor)	09/27/2022 at 3:00 PM	$9,279.00		$82.40
Residential Addition, Remodel or Repair	1414 Royal Dr.	Jason Raiburn (General Contractor)	09/19/2022 at 1:17 PM	$500.00		$80.00
Residential Addition, Remodel or Repair	1602 Lantz	Kyle Wilson (General Contractor)	09/26/2022 at 7:08 AM	$12,500.00		$82.40
Residential Addition, Remodel or Repair	901 Crestview Dr.	Jeremy Haynes (General Contractor)	09/27/2022 at 8:04 AM	$20,000.00		$324.45
Residential New Permit	406 W 10Th St.	Jose Urbina (General Contractor)	09/19/2022 at 7:46 AM	$150,000.00	1,620.00	$6,378.44
Residential New Permit	103 Booker St.	Ashley Yeats (General Contractor)	09/01/2022 at 1:44 PM	$367,000.00	1,746.00	$7,487.35
Roof (Repair or Replace)	203 E Seago St.	Mireya De La Paz (Property Owner)	09/07/2022 at 10:14 AM	$3,997.00		$82.40
Roof (Repair or Replace)	1406 Royal Dr.	Steven Crawford (Roof Contractor)	09/15/2022 at 11:05 AM	$17,000.00		$82.40
Roof (Repair or Replace)	503 E 1ST NORTH St.	Cesar Gutierrez (General Contractor)	09/22/2022 at 2:48 PM	$11,500.00		$80.00
Roof (Repair or Replace)	1457 E Mulberry	Alfredo Lopez (General Contractor)	09/27/2022 at 9:59 AM	$10,000.00		$80.00
Roof (Repair or Replace)	405 W 8Th St.	Harbinder Malhi (General Contractor)	09/28/2022 at 11:11 AM	$10,000.00		$80.00
Sign Permit	340 E Highway 175	Hussain Contractor (General Contractor)	09/01/2022 at 7:56 AM	$2,125.00		$185.40
Sign Permit	1007 S Washington St.	Marie Morgan (Property Owner)	09/15/2022 at 10:11 AM	$1,000.00		$65.92
Sign Permit	2700 Commerce Way, Suite 300	Roberto Solis (Sign Contractor)	09/28/2022 at 7:41 AM	$4,000.00		$82.40
Sign Permit	2700 Commerce Way, Suite 300	Roberto Solis (Sign Contractor)	09/28/2022 at 7:42 AM	$4,000.00		$82.40
Sign Permit	101 W Mulberry St., Suite A	Roberto Solis (Sign Contractor)	09/28/2022 at 7:43 AM	$4,000.00		$82.40
Solar Panel Permit	4101 Sublett Way	Philip Maguire (Electrical Contractor)	09/21/2022 at 11:50 AM	$26,582.00		$545.90
Solar Panel Permit	706 N Jackson St.	Bryson Solomon (Electrical Contractor)	09/01/2022 at 8:13 AM	$29,000.00		$545.90
Solar Panel Permit	2310 Elizabeth St.	Bryson Solomon (Electrical Contractor)	09/01/2022 at 8:14 AM	$28,000.00		$545.90
Solar Panel Permit	1704 Dellis	Bryson Solomon (Electrical Contractor)	09/06/2022 at 7:50 AM	$18,000.00		$545.90
Solar Panel Permit	4011 Three Forks Rd.	David Conrad (Electrical Contractor)	09/19/2022 at 1:55 PM	$9,576.00		$539.90
Solar Panel Permit	1701 Melody Cir.	Peter Koski (Electrical Contractor)	09/21/2022 at 7:07 AM	$10,000.00		$545.90
				$1,130,790.00	**6,015.00**	**$36,160.61**

NOVEMBER 2022

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1 **Planning & Zoning Meeting**	2	3	4	5
6	7	8 **KEDC**	9	10	11	12
13	14	15 **KKBB**	16	17 **Parks & Rec Meeting**	18 Employee Thanksgiving Meal	19
20	21 **Regular City Council Meeting**	22	23	24 City Hall Closed-Thanksgiving	25 City Hall Closed-Thanksgiving	26
27	28	29	30			

DECEMBER 2022

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3 Christmas on the Square
4	5	6 **Planning & Zoning Meeting**	7	8	9	10
11	12	13 **KEDC**	14	15 **Parks & Rec Meeting**	16	17
18	19 **Regular City Council Meeting**	20 **KKBB**	21	22	23 City Hall Closed- Christmas	24
25	26 City Hall Closed- Christmas	28	29	30	31 City Hall Closed- New Years	