
Live Stream at <https://www.burlesontx.com/watchlive>

City Hall Council Chambers, 141 W. Renfro, Burleson, TX 76028

1. CALL TO ORDER

Invocation

Pledge of Allegiance to the US Flag

Texas Pledge:

Honor the Texas Flag, I pledge allegiance to thee, Texas, one state under God; one and indivisible

2. PUBLIC PRESENTATIONS

A. Proclamations

-A Proclamation recognizing special needs and disabilities with a "Friendly Fest Carnival Dance Event" on August 16, 2024 in the City of Burleson. (Recipient: Jen Basham, Director of Parks and Recreation)

B. Presentations

C. Community Interest Items

This is a standing item on the agenda of every regular meeting of the City Council. An "item of community interest" includes the following:

- Expression of thanks, congratulations, or condolence;
- Information regarding holiday schedules;
- Honorary recognitions of city officials, employees, or other citizens;
- Reminders about upcoming events sponsored by the city or other entity that is scheduled to be attended by city official or city employee; and
- Announcements involving imminent public health and safety threats to the city.

3. CHANGES TO POSTED AGENDA

A. Items to be continued or withdrawn.

B. Items to be withdrawn from the Consent Agenda for separate discussion by the City Council, staff, or members of the public in attendance. Items to be added to the Consent Agenda require an official vote by the City Council.

4. CITIZENS APPEARANCES

Each person in attendance who desires to speak to the City Council on an item NOT posted on the agenda, shall speak during this section.

A speaker card must be filled out and turned in to the City Secretary prior to addressing the City Council. Each speaker will be allowed three (3) minutes.

Please note that City Council may only take action on items posted on the agenda. The Texas Open Meetings Act prohibits the City Council from deliberating or taking action on an item not listed on the agenda. City Council may, however, receive your comments on the unlisted item, ask clarifying questions, respond with facts, and explain policy.

Each person in attendance who desires to speak to the City Council on an item posted on the agenda, shall speak when the item is called forward for consideration.

5. **CONSENT AGENDA**

All items listed below are considered to be routine by the City Council and will be enacted with one motion. There will be no separate discussion of the items. Approval of the consent agenda authorizes the City Manager to implement each item in accordance with staff recommendations.

- A. Consider approval of the minutes from the July 22, 2024 regular council meeting. (*Staff Contact: Amanda Campos, City Secretary*)
- B. Consider approval of a resolution authorizing the adoption of the Johnson County Hazard Mitigation Plan. (*Staff Contact: Joe Laster, Emergency Operations Manager*)
- C. Consider approval of a professional services agreement with Kimley-Horn and Associates in the amount of \$21,000.00 to evaluate pedestrian safety and off-street parking as requested by Mayor Pro Tem, Dan McClendon. (*Staff Contact: Michelle McCullough, Deputy Director of Development Services/City Engineer*)
- D. Consider approval of a Resolution authorizing street closures and in-kind sponsorship of \$1,897.74 for costs associated with police and public works staff for the Burleson High School Homecoming Parade. (*Staff Contact: Joni Van Noy, Economic Development Coordinator*)
- E. Consider approval of a Resolution ratifying appointment to the Boren Property Advisory Council, Historical Advisory Committee, and Art Advisory Committee. (*Staff Contact: Amanda Campos, City Secretary*)
- F. Consider approval of a professional services agreement with CMJ Engineering in the amount of \$277,294.50 for testing services related to the Burleson West Lift Station, Force Main, and Gravity Sewer project. (*Staff Contact: Michelle McCullough, Deputy Director of Development Services/City Engineer*)
- G. Consider approval of a cooperative purchase customer agreement for concrete repair services from Reliable Paving, Inc., through an Inter-local Purchasing Agreement with Tarrant County (Contract #2022-031), in the amount of \$175,000. (*Staff Contact: Justin Scharnhorst, Deputy Director of Public Works*)

6. **GENERAL**

- A. Consider approval of a contract with Johnson County for Election Services for the November 5, 2024 Special Local Option election. *(Staff Contact: Amanda Campos, City Secretary)*
- B. Consider approval of an amendment to the contract CSO#1559-10-2020 with Paymentus to pass on credit card fees to customers effective Fiscal Year 2024-25 and authorize spending for ACH/e-Check Services in the amount of \$25,000 until the end of the contract term. *(Staff Contact: Richard Abernethy, Director of Administrative Services)*
- C. Consider approval of an amendment to the contract with Tyler Technologies to pass on credit card fees to customers effective Fiscal Year 2024-25. *(Staff Contact: Richard Abernethy, Director of Administrative Services)*
- D. Hold a public hearing and consider approval of an ordinance approving the 2024-25 annual Service and Assessment Plan (SAP) update for the Parks at Panchasarp Farms Public Improvement District No. JC-1; making a finding of special benefit to the property in phase #3 of the district; levying special assessments against the property within phase #3 of the district and establishing a lien on the property; providing for payment of the assessments in accordance with Chapter 372, Texas Local Government Code, as amended; providing for the method of assessment and the payment of assessments; providing for penalties and interest on delinquent assessments; providing for severability; and providing an effective date. (First Reading) *(Staff Contact: Tony McIlwain, Development Services Director)*

7. REPORTS AND PRESENTATIONS

- A. Receive a report, hold a discussion, provide staff direction on the FY 2024-2025 (tax year 2024) property tax rates, and provide any additional information from the City Council regarding the annual budget for FY 2024-2025. *(Staff Contact: Harlan Jefferson, Deputy City Manager)*

8. CITY COUNCIL REQUESTS AND FUTURE AGENDA ITEMS AND REPORTS

9. RECESS INTO EXECUTIVE SESSION

In accordance with Chapter 551 of the Texas Government Code, the City Council may convene in Executive Session in the City Council Workroom in City Hall to conduct a closed meeting to discuss any item listed on this Agenda. The City Council may reconvene into open session and take action on posted items.

- A. Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071, Texas Government Code**
 - Receive a report and hold a discussion regarding the sale or transfer of property by municipalities
- B. Discussion regarding possible purchase, exchange, lease, or value of real property pursuant to Section 551.072, Texas Government Code**
 - Discuss and receive direction on real property commonly known as 130 E Renfro Street, Burleson, Johnson County, Texas
 - Discuss and receive direction on an approximately ninety-acre tract of real property commonly known as 295 E Hidden Creek Pkwy and 555 E Hidden Creek Pkwy, Burleson, Johnson County, Texas
 - Discuss and receive direction on real property commonly known as 2140 SW Hulen Street, Burleson, Johnson County, Texas
 - Discuss and receive direction on real property commonly known as 2270 SW Hulen Street, Burleson, Johnson County, Texas

- Discuss and receive direction on real property commonly known as 1303 SW Alsbury Blvd, Burleson, Johnson County, Texas
- C. Personnel matters pursuant to Section 551.074, Texas Government Code**
 - Receive a report and hold a discussion regarding the evaluation and duties of the city manager
- D. Deliberation regarding commercial or financial information received from or the offer of a financial or other incentive made to a business prospect seeking to locate, stay or expand in or near the territory of the City and with which the City is conducting economic development negotiations pursuant to Section 551.087, Texas Government Code**
 - Project ABC
 - Project Bearclaw
 - Project Gorilla

10. ADJOURNMENT

CERTIFICATE

I hereby certify that the above agenda was posted on this the 31st of July 2024, by 6:00 p.m., on the official bulletin board at the Burleson City Hall, 141 W. Renfro, Burleson, Texas.



Amanda Campos

City Secretary

ACCESSIBILITY STATEMENT

The Burleson City Hall is wheelchair accessible. The entry ramp is located in the front of the building, accessible from Warren St. Accessible parking spaces are also available in the Warren St. parking lot. Sign interpretative services for meetings must be made 48 hours in advance of the meeting. Call the A.D.A. Coordinator at 817-426-9600, or TDD 1-800-735-2989.

City Council Regular Meeting

DEPARTMENT: City Secretary's Office
FROM: Amanda Campos, City Secretary
MEETING: August 5, 2024

SUBJECT:

Consider approval of the minutes from the July 22, 2024 regular council meeting. (*Staff contact: Amanda Campos, City Secretary*)

SUMMARY:

The City Council duly and legally met on July 22, 2024 for a regular council meeting.

RECOMMENDATION:

- 1) Council may approve the minutes as presented or approve with amendments.

FISCAL IMPACT:

N/A.

STAFF CONTACT:

Amanda Campos, TRMC
City Secretary
acampos@burlesontx.com
817-426-9665

BURLESON CITY COUNCIL REGULAR MEETING
JULY 22, 2024
DRAFT MINUTES

ROLL CALL

COUNCIL PRESENT:

Victoria Johnson
Phil Anderson
Alexa Boedeker
Chris Fletcher
Larry Scott

Adam Russell

COUNCIL ABSENT:

Dan McClendon

Staff present

Tommy Ludwig, City Manager
Harlan Jefferson, Deputy City Manager
Amanda Campos, City Secretary
Monica Solko, Deputy City Secretary
Allen Taylor, Jr., City Attorney
Matt Ribitzki, Deputy City Attorney

1. CALL TO ORDER – 5:30 p.m.

Mayor Fletcher called the meeting to order. **Time: 5:31 p.m.**

Invocation – Frank Pace, Minister, Wings of Hope

Pledge of Allegiance to the US Flag

Texas Pledge: *Honor the Texas Flag, I pledge allegiance to thee, Texas, one state under God; one and indivisible*

2. PUBLIC PRESENTATIONS –

A. Proclamations

- Proclamation recognizing July 2024 as Parks & Recreation Month. (*Recipient: Jen Basham, Parks & Recreation Director*)

B. Presentations

- Receive a report to recognize the selected Employee of the Quarter for the 2nd quarter of 2024. (*Staff Contact: Cheryl Marthiljohni, Director of Human Resources*)
- Adoptable Shelter Pet (*Staff Contact: DeAnna Phillips, Director of Community Services*)
- Receive a report to recognize the communications team for state-wide awards. (*Staff Presenter: DeAnna Phillips, Director of Community Services*)

C. Community Interest Items

- Join us for a Birthday Celebration for K-9 Sonic, turning 5, on August 9, from 11:00 am to 1:00 pm, Burleson Animal Shelter, 775 SE Johns Jones Drive.
- Join us for Burleson Animal Shelter Night at Cleburne Railroaders game, August 21, gates open 6:00 pm, first pitch at 7:00 pm, \$5 from every ticket sold gets donated to the Burleson Animal Shelter. Come out and support the shelter and baseball.
- Thank you to Lions Club, Public works, Police, Fire and staff who helped with the 4th of July parade and events.

3. CHANGES TO POSTED AGENDA

A. Items to be continued or withdrawn

- None.

B. Items to be withdrawn from Consent Agenda for separate discussion or items to be added to the Consent Agenda.

- 5D to be removed for separate discussion and consideration.

4. CITIZEN APPEARANCES

- Jacqueline Avila, 12336 Rolling Ridge Drive, Burleson, came forward and spoke on homeless population.

5. CONSENT AGENDA

A. Minutes from the June 17, 2024 regular council meeting. (*Staff Contact: Amanda Campos, City Secretary*)

Motion made by Adam Russell and seconded by Larry Scott to approve the consent agenda.

Motion passed 6-0, with Dan McClendon absent.

B. CSO#5501-07-2024, community facilities contract with Yourang, LLC for City cash reimbursement for the modification of pedestrian street lights in the amount of \$12,950.44 and authorize the City Manager to execute the contract on behalf of the City. (*Staff Contact: Tony McIlwain, Development Services Director*)

Motion made by Adam Russell and seconded by Larry Scott to approve the consent agenda.

Motion passed 6-0, with Dan McClendon absent.

C. CSO#5502-07-2024, minute order ratifying the 4A Economic Development Corporation Board's action approving speaking contracts for the 2025 Project U Leadership Conference. (*Staff Contact: Alex Philips, Director of Economic Development*)

Motion made by Adam Russell and seconded by Larry Scott to approve the consent agenda.

Motion passed 6-0, with Dan McClendon absent.

- D. CSO#5503-07-2024, Cooperative Purchase Customer Agreement for replacement parts for traffic signal systems from Iteris, Inc., through BuyBoard Cooperative Purchasing (Contract #695-23), for two years in the amount of \$400,000. (Staff Contact: Errick Thompson, Director of Public Works) – REMOVED.**

Item 5D was removed for separate discussion and consideration.

6. DEVELOPMENT APPLICATIONS

- A. CSO#5504-07-2024, ordinance for a zoning change request from “C” Commercial and “A” Agricultural to “PD”, Planned Development for industrial development utilizing Appendix C, Article VII; Business Park Design Standards located at 3162 S Burleson Blvd (Case 24-129). (First & Final Reading) (Staff Contact: Tony McIlwain, Development Services Director) (The Planning and Zoning Commission recommended approval unanimously)**

Tony McIlwain, Development Services Director, presented an ordinance to the city council.

Mayor Fletcher opened the public hearing. **Time: 5:55 p.m.**

No speakers.

Mayor Fletcher closed the public hearing. **Time: 5:56 p.m.**

Motion made by Alexa Boedeker and seconded by Larry Scott to approve.

Motion passed 6-0, with Dan McClendon absent.

Amanda Campos, City Secretary, announced that items would be taken out of order under General.

7. GENERAL

- M. CSO#5509-07-2024, resolution awarding FY 2025 Hotel Occupancy Tax funds for tourism activities (Staff Presenter: Alex Philips, Economic Development Director)**

Alex Philips, Economic Development Director, presented an agreement to the city council.

Motion made by Adam Russell and seconded by Victoria Johnson to approve with a 20% reduction across all requests to be in line with the approved budget.

Motion passed 6-0, with Dan McClendon absent.

RECESS AND BACK TO ORDER

Mayor Fletcher recessed for a short break at 6:12 p.m. and called the meeting back to order at 6:19 p.m. with all members present.

7. **GENERAL**

- A. CSO#5505-07-2024, resolution authorizing the ratification of expenditures for credit card processing payments with Paymentus Corporation in the amount of \$248,050 and authorizing to spend \$121,000 in order to complete this fiscal year's financial obligation. (Staff Contact: Richard Abernethy, Director of Administrative Services)**

Richard Abernethy, Director of Administrative Services, presented a resolution to the city council.

Motion made by Larry Scott and seconded by Alexa Boedeker to approve.

Motion passed 6-0, with Dan McClendon absent.

- B. CSO#5506-07-2024, professional services agreement with Designing Local Ltd. for the creation of a Public Art Master Plan in the amount of \$75,000. (Staff Contact: Jen Basham, Director of Parks and Recreation)**

Jen Basham, Director of Parks and Recreation, presented an agreement to the city council.

Motion made by Victoria Johnson and seconded by Phil Anderson to approve.

Motion passed 6-0, with Dan McClendon absent.

Amanda Campos, City Secretary, announced that the next two items 7C and 7D would be presented as one presentation but would be voted on separately.

- C. CSO#5507-07-2024, contract with Dobbs Tennis Courts LLC, on a cooperative agreement for two Pickleball court install in the amount of \$88,914. (Staff Contact: Jen Basham, Parks and Recreation Director)**

Jen Basham, Director of Parks and Recreation, presented items 7C and 7D to the city council.

Motion made by Victoria Johnson and seconded by Alexa Boedeker to approve.

Motion passed 6-0, with Dan McClendon absent.

- D. CSO#5508-07-2024, BuyBoard cooperative purchasing agreement (679-22) with PlayWell for installation and replacement of playground equipment for Meadowcrest Park in the amount of \$293,853.89. (Staff Contact: Jen Basham, Parks and Recreation Director)**

Motion made by Adam Russell and seconded by Larry Scott to approve.

Motion passed 6-0, with Dan McClendon absent.

Amanda Campos, City Secretary, announced that items 7E, 7F, 7G, 7H, 7I, 7J, 7K, 7L and consent agenda item 5D would be presented together as one presentation but would be voted on separately.

- E. Consider approval of the traffic signal maintenance and operations provisions and authorize the city manager to execute the agreement with TxDOT. (Staff Contact: Eric Oscarson, Deputy City Manager)**

Eric Oscarson, Deputy City Manager, presented items 7E, 7F, 7G, 7H, 7I, 7J, 7K, 7L and consent agenda item 5D to the city council.

Motion made by Adam Russell and seconded by Larry Scott to approve.

Motion passed 5-1, with Victoria Johnson voting against and Dan McClendon absent

- F. Consider approval of a BuyBoard cooperative purchasing agreement with Iteris, Inc for procurement and construction of a portion of the Intelligent Transportation System project in the amount of \$1,744,183.80 with project contingency of \$87,209.19 for a total amount of \$1,831,392.99. (Staff Contact: Eric Oscarson, Deputy City Manager)**

Item 7F was discussed with item 7E above.

Motion made by Adam Russell and seconded by Larry Scott to approve.

Motion passed 5-1, with Victoria Johnson voting against and Dan McClendon absent

- G. Consider approval of a BuyBoard cooperative purchasing agreement with Paradigm Traffic Systems, Inc for procurement and construction of a portion of the Intelligent Transportation System project in the amount of \$334,200 with project contingency of \$16,710 for a total amount of \$350,910. (Staff Contact: Eric Oscarson, Deputy City Manager)**

Item 7G was discussed with item 7E above.

Motion made by Adam Russell and seconded by Larry Scott to approve.

Motion passed 5-1, with Victoria Johnson voting against and Dan McClendon absent

- H. Consider approval of a professional services agreement with LJA Engineering, Inc for website design for the Intelligent Transportation System project in the amount of \$150,000. (Staff Contact: Eric Oscarson, Deputy City Manager)**

Item 7H was discussed with item 7E above.

Motion made by Adam Russell and seconded by Larry Scott to approve.

Motion passed 6-0, with Dan McClendon absent.

- I. Consider approval of a DIR cooperative purchasing agreement with Solid Border, Inc. for information technology related equipment and software for a**

portion of the Intelligent Transportation System project in the amount of \$488,670.64. (Staff Contact: Eric Oscarson, Deputy City Manager)

Item 7I was discussed with item 7E above.

Motion made by Adam Russell and seconded by Alexa Boedeker to approve.

Motion passed 5-1, with Victoria Johnson voting against and Dan McClendon absent

- J. Consider approval of a DIR cooperative purchasing agreement (DIR-CPO-4547) with CDW-G for information technology hardware and software for a portion of the Intelligent Transportation System project in the amount of \$118,831.50. (Staff Contact: Eric Oscarson, Deputy City Manager)**

Item 7J was discussed with item 7E above.

Motion made by Adam Russell and seconded by Alexa Boedeker to approve.

Motion passed 5-1, with Victoria Johnson voting against and Dan McClendon absent

- K. Consider approval of a DIR cooperative purchasing agreement (DIR-CPO-4167) with CDW-G for information technology hardware and software for a portion of the Intelligent Transportation System project in the amount of \$93,259.76. (Staff Contact: Eric Oscarson, Deputy City Manager)**

Item 7K was discussed with item 7E above.

Motion made by Adam Russell and seconded by Alexa Boedeker to approve.

Motion passed 5-1, with Victoria Johnson voting against and Dan McClendon absent

- L. Consider approval of a DIR cooperative purchasing agreement with GTS Technology Solutions for information technology hardware and software for a portion of the Intelligent Transportation System project in the amount of \$198,261.64. (Staff Contact: Eric Oscarson, Deputy City Manager)**

Item 7L was discussed with item 7E above.

Motion made by Adam Russell and seconded by Larry Scott to approve.

Motion passed 5-1, with Victoria Johnson voting against and Dan McClendon absent

5. CONSENT AGENDA – REMOVED ITEM

D.CSO#5503-07-2024, Cooperative Purchase Customer Agreement for replacement parts for traffic signal systems from Iteris, Inc., through BuyBoard Cooperative Purchasing (Contract #695-23), for two years in the amount of \$400,000. (Staff Contact: Errick Thompson, Director of Public Works)

Item 5D was discussed with item 7E above.

Motion made by Adam Russell and seconded by Larry Scott to approve.

Motion passed 6-0, with Dan McClendon absent.

M. CSO#5509-07-2024, resolution awarding FY 2025 Hotel Occupancy Tax funds for tourism activities (*Staff Presenter: Alex Philips, Economic Development Director*) - MOVED

Item 7M was taken out of order, discussed and voted on before item 7A above.

N. CSO#5510-07-2024, resolution determining the costs of certain public park improvements to be financed by the Parks at Panchasarp Farms Public Improvement District JC-1; accepting a preliminary Service and Assessment Plan, including proposed assessment rolls; directing the filing of the proposed assessment rolls with the City Secretary to make available for public inspection; calling a public hearing on August 5, 2024, to consider an ordinance levying assessments on property within the district; directing city staff to publish and mail notice of said public hearing; and resolving other matters incident and related thereto. (*Staff Contact: Tony D. McIlwain, Development Services Director*)

Tony McIlwain, Development Services Director, presented an agreement to the city council.

Motion made by Larry Scott and seconded by Victoria Johnson to approve and establish a public hearing date of August 5, 2024.

Motion passed 6-0, with Dan McClendon absent.

RECESS AND BACK TO ORDER

Mayor Fletcher recessed for a short break at 7:43 p.m. and called the meeting back to order at 7:54 p.m. with all members present.

8. REPORTS AND PRESENTATIONS

A. Receive a report, hold a discussion and provide staff direction regarding Low Water Crossings. (*Staff Contact: Michelle McCullough, Deputy Director of Development Services/City Engineer*)

Michelle McCullough, Deputy Director of Development Services/City Engineer, reported on the conditions on the low water crossings in the city.

Discussion included:

- Background and overview
- General operations:
 - Full sized gates (used to close the roadway)
 - Mini gates (warn drivers but do not close roadway)
 - Roadways with roadside post mounted, flip-down signs (open by Public Works) (do not close the roadway)

- Portable barricades (available)
- Low Water Crossings
 - CR 1019 (Hooper Business Park)
 - South Fox Lane
 - Hulen Street
 - SE Tarrant Avenue
 - Many locations across the city experience flooding during heavy rain events but are not considered low water crossings.
- Existing conditions of each location
- Planned short-term improvements
- Future potential improvements, future identified improvements or pending improvements
- Examples of roadways that flood in heavy rain events:
 - Alsbury Blvd., Bethesda Rd., Bowden Cir., CR 714, CR 914, CR 1021, Dobson Rd., N. Fox Ln., Johnson Ave., Hilery St., E. Miller St., Suzanne Terr.
- Examples of flood warning signs
- Preliminary costs

After a brief discussion and questions, Council was in favor of staff budgeting additional funding in next year's budget for a cellular/auto notification to manually close the gates with flashing lights for warning and auto reopen.

B. Receive a report, hold a discussion, and provide staff direction on the FY 2024-2025 budget supplemental requests, proposed rates or fee adjustments, five-year fund forecast, and receive additional direction from City Council regarding the annual budget for fiscal year 2024-2025. (Staff Contact: Tommy Ludwig, City Manager, and Harlan Jefferson, Deputy City Manager)

Tommy Ludwig, City Manager, reported on the FY 2024-2025 budget supplemental requests and proposed rates or fee adjustments to the city council.

Discussion included:

- Apex radios
- General Fund
 - Total General Fund supplemental requests \$5,605,879 (offset of \$56,500)
 - One Time Cost: \$2,624,433
 - On-Going Cost: \$2,981,446
 - 42 General Fund Supplemental Requests Received
 - 13 FTEs included with the Supplemental Requests
 - Total General Fund Supplemental Recommended \$734,030 (Offset of \$56,500)
 - One Time Cost: \$326,748
 - On-Going Cost: \$407,282
 - 8 General Fund Supplemental Requests Recommended
 - 1.5 FTE Recommended
- General Fund Fees
 - Solicitation Permit increase
- Medical Transport Discussion
- Water and Wastewater fees
 - Recommended rate increased for both:

- 7.4% to 8.4% increase – May 28th
 - 5.9% to 6.6% increase – current
- Credit Card Processing Fees
 - Automatic payment (auto pay) – no fee charged
 - Automatic bank draft – no fee charged
 - Online payment – fee charged
 - Over the phone (IVR) – fee charged
 - ACH/Online Bill Pay – No fee charged
- Solid Waste Fund Discussion
 - Admin and overhead increase \$1.00 for litter abatement
- 4A Fund
 - Total General Fund supplemental requests \$105,391
 - One Time Cost: \$3,000
 - On-Going Cost: \$102,391
 - 1 4A Supplemental Requests Received
 - 1 FTE included with the Supplemental Requests
 - Total 4A Supplemental Recommended \$105,391
 - One Time Cost: \$3,000
 - On-Going Cost: \$102,391
 - 1 4A Supplemental Requests Recommended
 - 1 FTE Recommended
- 4B Fund Parks Performance Fund
 - Total PPF Supplemental Requests \$56,507 (Offset of \$27,600)
 - One Time Cost: \$36,886
 - On-Going Cost: \$19,621
 - 5 PPF Supplemental Requests Received
 - 0 FTEs included with the Supplemental Requests
 - Total PPF Supplemental Recommended \$49,007 (Offset of \$27,600)
 - One Time Cost: \$36,886
 - On-Going Cost: \$12,121
 - 4 PPF Supplemental Requests Recommended
 - 0 FTEs Recommended
- Hidden Creek Golf Course
 - Total HCGC Fund Supplemental Requests \$253,871
 - One Time Cost: \$223,917
 - On-Going Cost: \$29,954
 - 6 HCGC Supplemental Requests Received
 - 2 FTEs included with the Supplemental Requests
 - Total HCGC Fund Supplemental Recommended \$26,530
 - One Time Cost: \$26,530
 - On-Going Cost: \$0
 - 1 HCGC Supplemental Requests Recommended
 - 0 FTEs Recommended
 - Golf fee and range balls fee increases
 - Weekend Green Fee \$3.00 increase
 - Weekday Green Fee \$1.00 increase
 - Senior Green Fee \$2.00 increase
 - Creek Senior Green Free (cart inclusive) \$2.00 increase
 - Range Ball (large) \$2.00 increase
 - Range Ball (small) \$1.00 increase

- Silver Players Club \$3.00 increase
- 4B
 - Total 4B Supplemental Requests \$20,000
 - One Time Cost: \$0
 - On-Going Cost: \$20,000
 - 2 4B Supplemental Requests Received
 - 0 FTEs included with the Supplemental Requests
 - Total 4B Supplemental Recommended \$10,000
 - One Time Cost: \$0
 - On-Going Cost: \$10,000
 - 1 4B Supplemental Requests Recommended
 - 0 FTEs Recommended
- IT Fund
 - Total IT Fund Supplemental Requests \$555,826
 - One Time Cost: \$0
 - On-Going Cost: \$555,826
 - 4 IT Fund Supplemental Requests Received
 - 4 FTEs included with the Supplemental Requests
 - Total IT Fund Supplemental Recommended \$123,543
 - One Time Cost: \$0
 - On-Going Cost: \$123,543
 - 1 IT Fund Supplemental Requests Recommended
 - 1 FTEs Recommended

Council was in favor of the presentation. Tommy Ludwig stated that the low water crossing request would be added.

C. Receive a report, hold a discussion, and provide staff direction regarding the proposed FY 2024-2025 Capital Improvement Program (CIP). (Staff Contact: Eric Oscarson, Deputy City Manager)

Eric Oscarson, Deputy City Manager, reported on the proposed FY2024-2025 Capital Improvement Program (CIP) to the city council. The program included General Government Capital Projects Plan FY 2025-2029, Water and Wastewater capital plan, 4A capital projects plan, TIF2 capital plan, and 4B capital plan.

There were no questions from Council.

D. Receive a report, hold a discussion, and give staff direction regarding FY 2024-2025 compensation, employee policy updates, and employee benefits. (Staff Contact: Cheryl Marthiljohni, Director of Human Resources)

Cheryl Marthiljohni, Director of Human Resources, reported on FY 2024-2025 compensation, employee policy updates and employee benefits to the city council.

Discussion included:

- Compensation Plan (effective 10/1/24)
 - Pay Plan 3% average merit and step
- Merit Increases – pay for performance matrix based on performance evaluation
- Compensation – FLSA New Overtime Rules

- Review of Compensation Strategy for Base Pay (merit competitiveness)
- Benefits updates
 - Add personal holiday
 - Flexible work schedules
 - First Responder Health
 - Optional pet insurance
 - Employee option to donate (United Way, Animal Shelter)
 - Wellness (point increase and adding volunteer opportunities for points)
 - Training and Development for leadership training, diversity and inclusion, communications and management skills
 - Catastrophic pool leave donation option (support other employees)
- Fire 48/96 Operational Schedule to implement by October 1
- Handbook updates:
 - Replacement and disposal of technology equipment
 - Holiday addition
 - Longevity
 - Professional appearance (jewelry/body art)
 - Tuition reimbursement
 - Discipline (update terminology to corrective action)
 - Acceptable Use Policy
 - Personal Day (addition)
 - Telecommute work arrangements
 - Work schedule
 - Catastrophic leave donation pool

After a brief discussion and questions, Council was in favor of the changes.

RECESS AND BACK TO ORDER

Mayor Fletcher recessed for a short break at 9:53 p.m. and called the meeting back to order at 10:03 p.m. with all members present.

E. Receive a report, hold a discussion and provide staff direction regarding Burleson Fire/EMS delivery of ambulance transportation services. (Staff Contact: Casey Davis, Fire Chief)

Casey Davis, Fire Chief, reported on Burleson Fire/EMS delivery of ambulance transportation services to the city council.

Discussion included:

- Burleson EMS call volume
 - Number of Runs (total 5,003 includes Burleson 911 Response, CareFlite 911 Response, Burleson Inter-facility transport, and CareFlite Inter-Facility Transport)
 - Average run time
 - Unit hour utilization (vehicles)
- Call volume
- Hospital destinations (treatment no transport 37%)
- Patient Transport Policy

- Previous Billing Update (cash collection and project totals)
- EMS Billing Summary
- EMS Activity Summary
- EMS Subscription Plan

After a brief discussion and questions, Council was not in favor of an ambulance subscription plan.

9. CITY COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS OR REPORTS

- None.

10. RECESS INTO EXECUTIVE SESSION

In accordance with Chapter 551 of the Texas Government Code, the City Council may convene in Executive Session in the City Council Workroom in City Hall to conduct a closed meeting to discuss any item listed on this Agenda.

A. Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071, Texas Government Code

- Receive a report and hold a discussion regarding *Quincey Word v. City of Burleson*, Cause No. DC-C202400429, 18th District Court, Johnson County, Texas
- Receive a report and hold a discussion regarding Subchapters D and E of Chapter 42 of the Local Government Code and existing development agreements
- Receive a report and hold a discussion regarding the structure(s) located at or near real property commonly known as 365 S Dobson in Burleson, Johnson County, Texas
- Receive a report and hold a discussion regarding Chapter 54 of the Water Code
- Receive a report and hold a discussion regarding Article V (Public Events) of Chapter 70 (Streets, Sidewalks and Other Public Places) of the City of Burleson Code of Ordinances

B. Discussion regarding possible purchase, exchange, lease, or value of real property pursuant to Section 551.072, Texas Government Code

- Receive a report and hold a discussion on certain parcels of real property in Johnson County, Texas for economic development purposes where deliberation in open session would have a detrimental effect on the position of negotiations with third parties

C. Deliberation regarding commercial or financial information received from or the offer of a financial or other incentive made to a business prospect seeking to locate, stay or expand in or near the territory of the City and with which the City is conducting economic development negotiations pursuant to Section 551.087, Texas Government Code

- Project Dough
- Craftmasters Real Estate, LLC

Motion was made by Adam Russell and seconded by Alexa Boedeker to convene into executive session. **Time: 10:43 p.m.**

Motion passed 6-0, with Dan McClendon absent.

Motion was made by Adam Russell and seconded by Victoria Johnson to reconvene into open session. **Time: 11:40 p.m.**

Motion passed 6-0, with Dan McClendon absent.

11. ADJOURNMENT

Motion made by Victoria Johnson and seconded by Adam Russell to adjourn.

Mayor Chris Fletcher adjourned the meeting.

Time: 11:40 p.m.

Monica Solko
Deputy City Secretary

City Council Regular Meeting

DEPARTMENT: Fire

FROM: Joe Laster, Emergency Operations Manager

MEETING: August 5, 2024

SUBJECT:

Consider approval of a resolution authorizing the adoption of the Johnson County Hazard Mitigation Plan. (Staff Contact: Joe Laster, Emergency Operations Manager)

SUMMARY:

Johnson County has prepared a multi-jurisdictional, multi-hazard mitigation plan, hereby known as the 2024 Johnson County Hazard Mitigation Plan (HMP) in accordance with the Disaster Mitigation Act of 2000. The 2024 Johnson County Hazard Mitigation Plan identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in the City of Burleson from impacts of future hazards and disasters. The plan is not legally binding and mitigation actions identified can be implanted as funding and capabilities allow. The City of Burleson demonstrates their commitment to hazard mitigation and achieving the goals outlined in the 2024 Johnson County Hazard Mitigation Plan.

RECOMMENDATION:

Staff recommends the adoption of the Johnson County Hazard Mitigation Plan.

PRIOR ACTION/INPUT (Council, Boards, Citizens):

List date and description of any prior action related to the subject

REFERENCE:

Disaster Mitigation Act of 2000

FISCAL IMPACT:

N/A

STAFF CONTACT:

Joe Laster
Emergency Operations Manager
jlaster@burlesontx.com
817-426-9965



Resolution: Adoption of the Johnson County Hazard Mitigation Plan 2024

PRESENTED TO THE BURLESON CITY COUNCIL ON AUGUST 5TH, 2024

JOE LASTER, CEM

EMERGENCY OPERATIONS MANAGER

Agenda

- Purpose
- Authority
- Authorized Grants
- Participating Jurisdictions
- Burleson Action Items

Purpose

This Hazard Mitigation Plan (HMP) is intended to enhance and complement federal and state recommendations for the mitigation of natural hazards in the following ways:

- Substantially reduce the risk of loss of life, injuries, and hardship from the destruction of natural and technological disasters.
- Improve public awareness of the need for individual preparedness and building safer, more disaster resilient communities.
- Develop strategies for long-term community sustainability during community disasters.
- Develop governmental and business continuity plans that will continue essential private sector and governmental operations during disasters.
- Updated every five years.

Authority

Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended by the Disaster Mitigation Act of 2000 (JoCo HMP 2024. Page 5).

- Provides legal base to undertake risk-based approaches to reduce natural hazard risks through mitigation planning.
- Agreeing to HMP is not legally binding, mitigation items can be accomplished once capacity and funding are available.

Authorized Grant Program (Stafford Act)

- Hazard Mitigation Grant Program (HMPG)
- Pre-Disaster Mitigation Grant Program (PDM)
- Public Assistance Grant Program (PA)
- Fire Management Assistance Grant Program
- Building Resilient Infrastructure and Communities (BRIC)

Participating Jurisdictions

- Alvarado
- Burleson
- Cleburne
- Godley
- Joshua
- Keene
- Johnson County Unincorporated

Burleson Mitigation Action Items

- Purchase and install outdoor warning sirens to encompass new developments and populations.
- Enhance the city's comprehensive public education program for natural hazard to incorporate education about various mitigation techniques.
- Purchase and install generator(s) in existing and future city owned or operated facilities.
- Install quick-connect emergency generator hook-ups for critical facilities.
- Ensure new and existing utilities are strengthened and reinforced with insulation and flex piping to prevent disruption in services.
- Incorporate tornado shelters into existing and future government-owned facilities to withstand severe hazards.
- Purchase NOAA Weather Radios for basic emergency preparedness kits for distribution to residents at public events.

Additional Action Items- Post Approved

- Conduct watershed studies to identify flooding risks and potential flood mitigation projects.
- Safety improvements for flooded roadways (flashers, staff gages, gates, etc.)

Next Steps

- Adopt the Johnson County Hazard Mitigation Plan- August 2024
- Johnson County approves with resolutions from participating Jurisdiction- September 2024
- Amendment plan to reflect additional action items- December 2024
- Upon adoption of the Johnson County Hazard Mitigation Plan, eligible entities can begin applying for relevant grants immediately

Options

- Approve or deny adoption of Johnson County Hazard Mitigation Plan
- Staff recommends to approve

Questions/ Comments

Outdoor Warning Siren Details

Phase 1 FY22/23

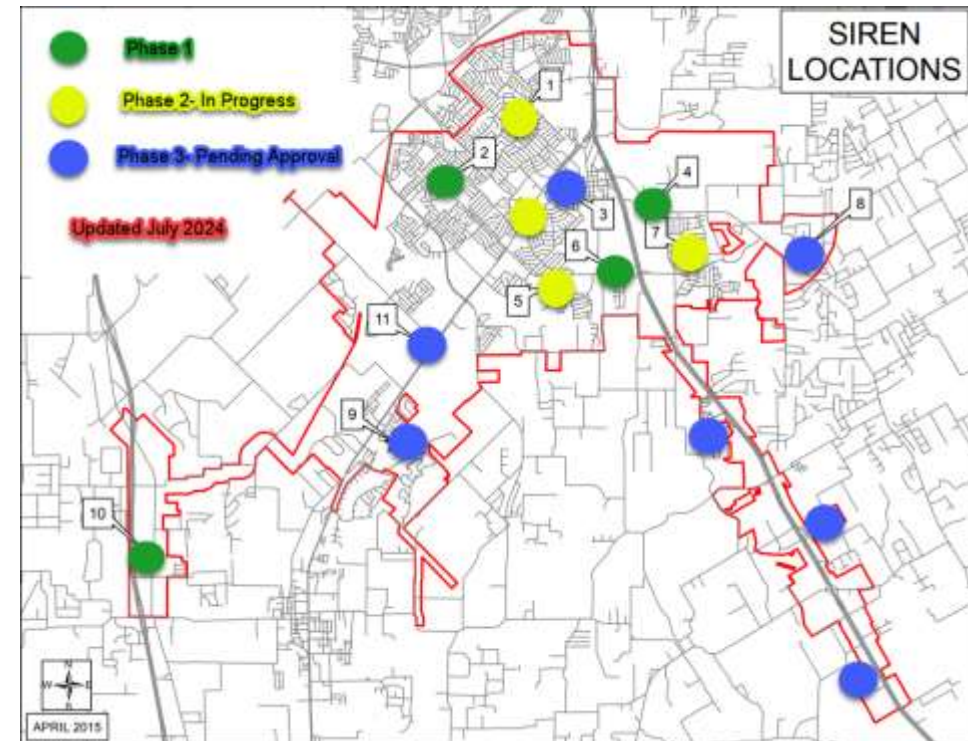
- 4 Replacements- Installed April 2024
- FS1, Memorial Plaza, Caddo Elm, HC Softball Fields

Phase 2 FY 23/24

- Awaiting Delivery of Polls
- 3 replace, 1 New Install
- BISD Admin (New), Alsbury, Chisenhall, Parkridge

Phase 3 FY 24/25

- 5 replace, 3 new installs
- CommanderOne Software



Johnson County Hazard Mitigation Plan 2024



North Central Texas
Council of Governments

Executive Summary

We cannot control when or where a tornado or other natural hazard will strike, but we can save lives and reduce property damage by understanding the risks and taking action to address those risks. In the process, we can increase resilience in our community, environment, and economy. Participating jurisdictions in the Johnson County Hazard Mitigation Plan (HMP) are dedicated to the protection of local citizens and their property, and to the improvement of the quality of life for all residents.

Mitigation has been defined as “sustained action to reduce or eliminate long-term risk to human life and property from natural, human-caused, and technological hazards.”¹ It is fundamentally a loss-prevention function characterized by planned, long-term alteration of the built environment to ensure resilience against natural and human-caused hazards. This loss-prevention function has been illustrated by the Multi-Hazard Mitigation Council study of the Federal Emergency Management Agency (FEMA) mitigation projects, which shows that for every dollar invested in mitigation, six dollars of disaster losses were avoided.²

Mitigation should form the foundation of every emergency management agency’s plans and procedures. Emergency management agencies should adopt mitigation practices to reduce, minimize, or eliminate hazards in their community. The Johnson County Hazard Mitigation Plan identifies the hazards faced by participating jurisdictions, vulnerabilities to these hazards, and mitigation strategies for the future. The plan fulfills the requirements of the Federal Disaster Mitigation Act as administered by the Texas Division of Emergency Management (TDEM) and the Federal Emergency Management Agency (FEMA).

This plan is not legally binding but instead is a tool for the jurisdiction to use to become more resilient to natural hazards. Mitigation actions will be implemented as capabilities and funding allow.

¹ State of Texas Mitigation Handbook, page 1-1.

² Natural Hazard Mitigation Saves: 2017 Interim Report, page 1.

Common Acronyms

EMC- Emergency Management Coordinator

EOC- Emergency Operations Center

FEMA- Federal Emergency Management Agency

HMP- Hazard Mitigation Plan

HMPT- Hazard Mitigation Planning Team

LPT- Local Planning Team

N/A- Not Applicable

NCEI- National Centers for Environmental Information

NCTCOG- North Central Texas Council of Governments

NFIP- National Flood Insurance Program

NFPA- National Fire Protection Association

NWS- National Weather Service

OWS- Outdoor Warning Siren

RLP- Repetitive Loss Properties

SRLP- Severe Repetitive Loss Properties

TDEM- Texas Division of Emergency Management

TFS- Texas A&M Forest Service

TPW- Texas Parks & Wildlife Department

TxDOT- Texas Department of Transportation

UTA- University of Texas at Arlington

WUI- Wildland-Urban Interface

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Chapter 1: Introduction

1.1 Overview

This plan identifies natural hazards that could threaten life and property in the communities. The scope of this plan includes both short and long-term mitigation strategies, implementation, strategies, and possible sources of project funding to mitigate identified hazards.

The Johnson County Hazard Mitigation Plan (HMP) was previously referred to as the Hazard Mitigation Action Plan and fulfills the requirements of the Disaster Mitigation Act of 2000 (DMA 2000), which is administered by the Federal Emergency Management Agency (FEMA). The Disaster Mitigation Act provides federal assistance to state and local emergency management entities to mitigate the effects of disasters. The HMP also encourages cooperation among various organizations across political subdivisions.

This HMP is an update of the 2015 FEMA-approved HMP. With each update, new challenges are identified, new strategies proposed, and when incorporated, the updated plan grows in complexity, but not necessarily in utility.

This HMP is the result of two years of study, data collection, analysis, and community feedback. Representatives and citizens from participating jurisdictions attended public meetings to discuss the hazards their communities face and the vulnerabilities those hazards present.

All participants involved in this plan understand the benefits of developing and implementing mitigation plans and strategies. Elected officials, public safety organizations, planners, and many others have worked together to develop and implement this HMP, displaying that they have the vision to implement mitigation practices and therefore reduce the loss of life and property in their communities.

There is also understanding that the participating jurisdictions in this HMP are not liable to completing the actions they identified in their mitigation strategy. The actions are suggestions, and the jurisdictions will strive to implement the actions as fundings, staffing, and time allows.

Information was collected up to 2021.

1.2 Authority

The Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), as amended by the Disaster Mitigation Act of 2000, provides the legal basis for state, tribal, and local governments to undertake risk-based approaches to reducing natural hazard risks through mitigation planning. Specifically, the Stafford Act requires state, tribal, and local governments to develop and adopt FEMA-approved hazard mitigation plans as a condition for receiving certain types of non-emergency disaster assistance.

The Stafford Act authorizes the following grant programs:

- Hazard Mitigation Grant Program (HMGP), which helps communities implement hazard mitigation measures following a Presidential major disaster declaration. This program also funds development and update of hazard mitigation plans.

- Pre-Disaster Mitigation Grant Program (PDM), which awards planning and project grants to assist states, territories, federally-recognized tribes, and local communities in implementing sustained pre-disaster natural hazard mitigation programs. Such efforts may include development or update of hazard mitigation plans.
- Public Assistance Grant Program (PA), which provides assistance to state, tribal, and local governments, and certain types of private nonprofit organizations so that communities can quickly respond to and recover from major disasters or emergencies declared by the President.
- Fire Management Assistance Grant Program (FMAG), which provides assistance to state, tribal, and local governments for the mitigation, management, and control of fires on publicly or privately-owned forests or grasslands that threaten such destruction as would constitute a major disaster.

Title 44, Chapter 1, Part 201 (44 CFR Part 201) of the Code of Federal Regulations (CFR) contains requirements and procedures to implement the hazard mitigation planning provisions of the Stafford Act.

The purpose of the Stafford Act, as amended by the Disaster Mitigation Act of 2000, is “to reduce the loss of life and property, human suffering, economic disruption, and disaster assistance costs resulting from natural disasters.” Chapter 322 of the act specifically addresses mitigation planning and requires state and local governments to prepare multi-hazard mitigation plans as a precondition for receiving FEMA mitigation grants.

This Johnson County Hazard Mitigation Plan was developed by the Johnson County Hazard Mitigation Planning Team (HMPT) under the direction and guidance of the North Central Texas Council of Governments (NCTCOG) Emergency Preparedness Department. The plan represents collective efforts of citizens, elected and appointed government officials, business leaders, non-profit organizations, and other stakeholders. This plan, and updating the plan, and timely future updates of this plan, will allow Johnson County and participating jurisdictions to comply with the Disaster Mitigation Act of 2000 and its implementation regulations, 44 CFR Part 201.6, thus resulting in eligibility to apply for federal aid for technical assistance and post-disaster hazard mitigation project funding. The update will also prioritize potential risks and vulnerabilities in an effort to minimize the effects of disasters in the participating communities.

1.3 Purpose

This HMP is intended to enhance and complement federal and state recommendations for the mitigation of natural hazards in the following ways:

- Substantially reduce the risk of loss of life, injuries, and hardship from the destruction of natural and technological disasters.
- Improve public awareness of the need for individual preparedness and building safer, more disaster resilient communities.
- Develop strategies for long-term community sustainability during community disasters.
- Develop governmental and business continuity plans that will continue essential private sector and governmental operations during disasters.

Johnson County is susceptible to a number of different natural hazards that have potential to cause property loss, loss of life, economic hardship, and threats to public health and safety. Occurrence of natural disasters cannot be prevented; however, their impact on people and property can be lessened through hazard mitigation measures.

Mitigation planning is imperative to lessen the impact of disasters in Johnson County. This plan is an excellent method by which to organize Johnson County's mitigation strategies. The implementation of the plan and its components is vital to preparing a community that is resilient to the effects of a disaster. The implementation of this HMP can reduce loss of life and property and allow the participating communities to operate with minimal disruption of vital services to citizens. This HMP provides a risk assessment of the hazards Johnson County is exposed to and puts forth several mitigation goals and objectives that are based on that risk assessment.

Chapter 2: Planning Process

2.1 Planning Area

The planning area for this plan is for Johnson County, Texas (marked in red on the Texas map) and includes the following jurisdictions:

- City of Alvarado
- City of Burleson
- City of Cleburne*
- City of Godley*
- City of Joshua
- City of Keene
- Johnson County Unincorporated



The cities of Cleburne and Godley are new to the Johnson County HMP. Cleburne had their own plan in 2015. The following map shows a more detailed look of the county.

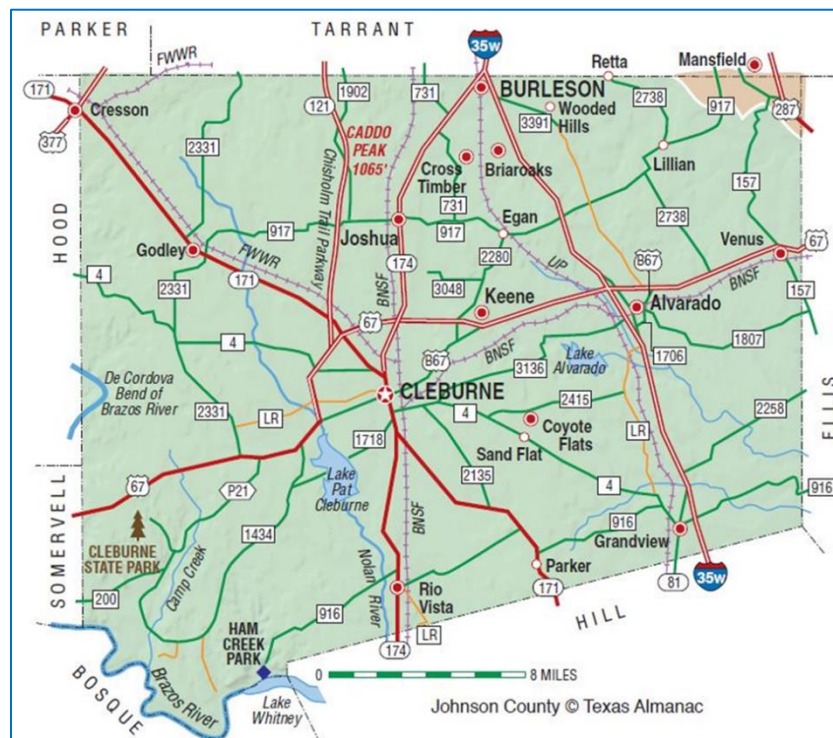


Figure 1: Johnson County³

³ [Johnson County \(tshaonline.org\)](http://tshaonline.org/johnson-county)

2.2 Collaborative Process

A comprehensive county approach was taken in developing the plan. An open public involvement process was established for the public, neighboring communities, regional agencies, businesses, academia, etc. to provide opportunities for everyone to become involved in the planning process and to make their views known. The meetings were advertised with notices in public places and city websites and social media pages.

Each jurisdiction is responsible for completing mitigation activities by providing the capabilities and authorities needed to carry out activities. Participating jurisdictions completed an analysis of their current legal, staffing, and fiscal capabilities as they relate to hazard mitigation planning. Jurisdictional capabilities and authorities identified to ensure successful mitigation planning are located within the jurisdictional annexes.

The North Central Texas Council of Governments was responsible for plan facilitation and coordination with participants throughout the process.

2.2.1 Hazard Mitigation Planning Team

Each participating jurisdiction in the planning area gathered information using a Local Planning Team (LPT), comprised of local staff that could contribute to development of this mitigation plan. The leader from each jurisdiction's LPT joined together to form the Johnson County Hazard Mitigation Planning Team (HMPT). The HMPT met regularly with the North Central Texas Council of Governments to submit individual assessments and data into one multi-jurisdictional hazard mitigation plan.

The following table lists the members of the Johnson County Hazard Mitigation Planning Team (HMPT).

Table 1: Johnson County HMPT Members

Jurisdiction	Job Title	Role in the HMPT
Alvarado	City Manager/Emergency Management Coordinator	Jurisdictional information and LPT Lead
Burleson	Emergency Management Coordinator	Jurisdictional information and LPT Lead
Cleburne	Emergency Management Coordinator	Jurisdictional information and LPT Lead
Godley	Emergency Management Coordinator	Jurisdictional information and LPT Lead
Joshua	Emergency Management Coordinator	Jurisdictional information and LPT Lead
Keene	Fire Chief	Jurisdictional information and LPT Lead
Johnson County Unincorporated	Emergency Management Coordinator	Jurisdictional information and HMPT Lead

Each HMPT member led their respective jurisdiction's Local Planning Team (LPT). The LPT members are listed in Appendix B.

2.2.2 Stakeholders

Stakeholders were invited to participate in the planning process, via email, and included local and regional agencies involved in hazard mitigation activities, agencies that have the authority to regulate development, and neighboring communities. While the stakeholders declined to participate, information was gathered from their organizations when needed via publicly available resources.

Table 2: Invited Stakeholders

Organization Represented	Position
Somervell County	Emergency Management Coordinator
Hill County	Emergency Management Coordinator
Bosque County	Emergency Management Coordinator
Tarrant County	Emergency Management Coordinator
Ellis County	Emergency Management Coordinator
Parker County	Emergency Management Coordinator
Hood County	Emergency Management Coordinator
U.S. Army Corps of Engineers	Director – Civil Works
Dams in Participating Jurisdictions	Owners
Independent School Districts of Participating Jurisdictions	Superintendents
Texas Department of Transportation	Emergency Operations
Oncor	Emergency Operations
Local Emergency Planning Committee	Emergency Management Coordinator
Texas Division of Emergency Management	District Coordinator, Field Response
Texas Division of Emergency Management	Hazard Mitigation Planner
State Fire Marshal's Office	District 6, Inspector
National Weather Service – Fort Worth	Warning & Coordination Meteorologist
NCTCOG's Emergency Preparedness Planning Council	Chair
NCTCOG's Regional Emergency Preparedness Advisory Council	Chair
Local City Councils	Local elected officials
Brazos River Authority	Project Manager
Community Foundation of Johnson County	Administration
United Way of Johnson County	Administration

The goal for the next HMP is to involve a more robust and active stakeholder audience, including more representatives from non-governmental organizations.

2.2.3 Public Involvement

In order to meet the needs of the whole community, the Hazard Mitigation Planning Team (HMPT) used public involvement an opportunity to educate the public about hazards and risks in the community, types of activities to mitigate those risks, and how these activities impact them.

All meetings were open to the public and participation was highly encouraged. A virtual survey was also used as a way for the public to participate. This survey was the most equitable outreach capability available, as the survey could also be translated to Spanish by survey respondents, when needed, and removed the physical, social, temporal, and accessible barriers typically associated with a whole community outreach strategy.

The HMPT will look for more outreach strategies to use when maintaining this plan, once adopted, and pre-plan their strategy for the next update in order to garner more valuable feedback and reach more socially vulnerable populations and underserved communities.

The link to the survey was shared via jurisdiction's official websites and social media platforms and input from the public was heavily considered in the update of this plan. The public was also given an opportunity to review the final draft of this plan. The planning team carefully considered their feedback and made edits to the draft as necessary.

The HMPT will look for more outreach strategies to use when maintaining this plan, once adopted, and pre-plan their strategy for the next update in order to garner more valuable feedback and reach more socially vulnerable populations and underserved communities that are identified further on in this plan.

2.3 Existing Data and Plans

Existing hazard mitigation information and other relevant hazard mitigation plans were reviewed during the development of this plan. Data was gathered through numerous sources, including Geographic Information Systems (GIS). The intent of reviewing existing material was to identify existing data and information, shared objectives, and past and ongoing activities that can help inform the mitigation plan. It also helps identify the existing capabilities and planning mechanisms to implement the mitigation strategy. The table below outlines the sources used to collect data for the plan:

Table 3: Data Sources Used

Data Source	Data Incorporation	Purpose
County appraisal data, census data, city land use data	Population and demographics	Population counts, parcel data, and land use data
National Centers for Environmental Information (NCEI)	Hazard occurrences	Previous event occurrences and mapping for hazards
Texas A&M Forest Service/Texas Wildfire Risk Assessment Summary Report	Wildfire threat and urban interface	Mapping and wildfire vulnerability
U.S. Army Corps of Engineers National Dam Inventory	Dam information	Dam list
Federal Emergency Management Agency (FEMA) Digital Flood Insurance Rate Map (DFIRM) Flood Zones, National Flood Insurance Program (NFIP) studies	Flood zone maps and NFIP information	GIS mapping of flood zones and NFIP data
October 2017 NFIP Flood Insurance Manual Change Package	NFIP Information	Repetitive Loss Properties and Community Rating System (CRS) ratings

Data Source	Data Incorporation	Purpose
State of Texas Hazard Mitigation Plan, 2018	Hazards and mitigation strategy	Support the goals of the state
Previous Johnson County HMP	All Chapters	This is an update of that plan
Hazard Mitigation: Integrating Best Practices into Planning	Planning process	Use proven techniques in developing the HMP
Environmental Protection Agency (EPA) Superfund National Priority List	Protected sites	Risk assessment- identify critical areas
National Register of Historic Places	Historic districts	Risk assessment
Texas Parks & Wildlife List of Rare Species	Endangered or protected species	Risk assessment
Texas Water Development Board	Lake information	Vulnerabilities
U.S. Department of Agriculture	Soil type	Expansive Soils description
TxDOT Annual Reports	Roads & Bridges	Vulnerabilities

2.4 Timeframe & Planning Meetings

The planning process for the update of the Johnson County Hazard Mitigation Plan took approximately two years (see Table 4).

Table 4: Planning Timeframe

Activity	Time Period
Kickoff meeting	July 2021
Created planning teams	July 2021
Conduct capability assessments	September 2021
Conduct risk assessments	September 2021
Update mitigation strategy	February 2022
Create and review HMP Draft	May 2022-September 2023*
Send HMP to TDEM/make revisions as needed	October 2023-January 2024
Send to FEMA/ make revisions as needed	To be determined
Adoption & signatures	Once "Approved Pending Adoption" designated received.

**Please note that due to staff changes and miscommunication between NCTCOG and TDEM, the Draft had to be updated to meet the new 2023 FEMA Local Mitigation Planning Policy Guide.*

These activities were completed in order to update every section of the 2015 HMP with current information, address current priorities, and to meet FEMA planning requirements. The public was invited to participate in every activity.

Chapter 3: Hazard Identification and Risk Assessment

3.1 Major Disaster Declarations

The following table lists the major [disaster declarations](#) between 2013-2021 that Johnson County has been a declared area, beginning with most recent.

Table 5: Major Disaster Declarations⁴

Declaration String	Declaration Type	FY Declared	Incident Type	Declaration Title
DR-4586-TX	DR	2021	Severe Ice Storm	SEVERE WINTER STORMS
EM-3554-TX	EM	2021	Severe Ice Storm	SEVERE WINTER STORM
DR-4485-TX	DR	2020	Biological	COVID-19 PANDEMIC
EM-3458-TX	EM	2020	Biological	COVID-19
DR-4223-TX	DR	2015	Severe Storm	SEVERE STORMS, TORNADOES, STRAIGHT-LINE WINDS AND FLOODING

3.2 Natural Hazard Profiles

Through an assessment of previous federally declared disasters in Texas, the State of Texas Hazard Mitigation Plan, historical and potential events in Johnson County, and a review of available local mitigation plans, it was determined that this Hazard Mitigation Plan (HMP) will address the risks associated with the following nine natural hazards:

- Drought
- Earthquakes
- Expansive Soils
- Extreme Heat
- Flooding (including dam failure)
- Thunderstorms (including hail, wind, and lightning)
- Tornadoes
- Wildfires
- Winter Storms

Each of these hazards has impacted, or can potentially impact, all participating jurisdictions. Due to the low probability and history of occurrence of coastal erosion, land subsidence, and hurricane/tropical storm, they will not be profiled in this plan.

⁴ [Declared Disasters | FEMA.gov](#)

There are no natural hazards unique to any one jurisdiction.

Since the adoption of the 2015 HMP, the definition of a thunderstorm now includes hail, high winds, and lightning. These individual hazards within a thunderstorm will not be listed nor categorized separately.

Around 2013, areas of North Central Texas began experiencing earthquakes. It is suspected that dormant fault lines have been disturbed. Earthquakes have been added to the list of natural hazards profiled in this update for jurisdictions that feel they could be potentially impacted by them.

For this HMP, dam failure is considered a technological hazard and the effects of dam failure will be addressed in the flooding portion of this plan when applicable. Dam failure is an accidental or unintentional collapse, breach, or other failure of an impoundment structure that results in downstream flooding.

Along with a general description and historical occurrences, each participating jurisdiction described the location, probability of a future event, and the maximum probable extent of each hazard. The following terms were used to describe the categories:

Table 6: Hazard Summary Descriptions

Location: Location is the geographic area within the planning area that is affected by the hazard. The planning area refers to each individual jurisdiction.
<ul style="list-style-type: none"> • Negligible- Less than 10% of planning area would be impacted by a single event. • Limited- 10 to 25% of planning area would be impacted by a single event. • Significant- 26 to 99% of planning area would be impacted by a single event. • Extensive- 100% of planning area would be impacted by a single event, or the event has no boundary and could occur anywhere within the planning area.
Probability of Future Events: This information was based on historic events and changing climate.
<ul style="list-style-type: none"> • Unlikely- Less than 1% annual probability. • Possible- Between 1 and 10% annual probability. • Likely- Between 10 and 100% annual probability. • Highly Likely- 100% annual probability.
Level of Possible Damage: Based on historic events and future probability.
<ul style="list-style-type: none"> • Minor- Only minor property damage and minimal disruption of life. Temporary shutdown of critical facilities. Very few injuries, if any. • Limited- More than 10% of property in affected area damaged/destroyed. Complete shutdown of critical facilities for more than one day. Minor injuries possible. • Critical- More than 25% of property in affected area damaged/destroyed. Complete shutdown of critical facilities for more than one week. Multiple deaths/injuries. • Catastrophic- More than 50% of property in affected area damaged/destroyed. Complete shutdown of critical facilities for 30 days or more. High number of deaths/injuries possible.
Maximum Probable Extent: Based on historic events and future probability.
<ul style="list-style-type: none"> • Minor- Minor classification on the scientific scale. • Medium- Medium classification on the scientific scale. • Major- Major classification on the scientific scale.

Hazard & Scale	Maximum Probable Extent
Drought (National Drought Mitigation Center)	<ul style="list-style-type: none"> Minor: D0 Medium: D1 Major: D2-D4
Earthquakes (Modified Mercalli Intensity Scale; Richter Scale)	<ul style="list-style-type: none"> Minor: I-IV; 3-4.9 magnitude Medium: V-VII; 5-6.9 magnitude Major: VIII-X; >7.0 magnitude
Expansive Soils (Expansion Index Test)	<ul style="list-style-type: none"> Minor: EI 0-50 Medium: EI 51-90 Major: EI >91
Extreme Heat (NWS Heat Index)	<ul style="list-style-type: none"> Minor: Heat Index <91°F Medium: Heat Index 91-103°F Major: Heat Index > 103°F
Flooding & Dam Failure Flooding (Estimated Base Flood Elevation)	<ul style="list-style-type: none"> Minor: < 2 feet Medium: 3-5 feet Major: > 5 feet
Thunderstorms (Extreme Weather Madness Chart)	<ul style="list-style-type: none"> Minor: TS1 Medium: TS2-TS3 Major: Moderate-High, TS4-5
Tornadoes (Enhanced Fujita (EF) Scale)	<ul style="list-style-type: none"> Minor: EF0-EF1 Medium: EF2-EF3 Major: EF4-EF5
Wildfires (Fire Intensity Scale (FIS))	<ul style="list-style-type: none"> Minor: FIS Class 1-2 Medium: FIS Class 3 Major: FIS Class 4-5
Winter Storms (Winter Storm Severity Index (WSSI); SPIA Index)	<ul style="list-style-type: none"> Minor: WSSI Minor, SPIA 0-1 Medium: WSSI Moderate, SPIA 2-3 Major: WSSI Major-Extreme, SPIA 4-5

In this chapter, historical events are analyzed. Storm data was collected by the NOAA National Centers for Environmental Information (NCEI) database. This database contains data entered by the National Weather Service (NWS). NWS receives their information from a variety of sources, which include but are not limited to: county, state and federal emergency management officials, local law enforcement officials, SkyWarn spotters, NWS damage surveys, newspaper clipping services, the insurance industry, and the general public, among others. NWS Storm Data is geographically categorized by county or by NWS Forecast Zone. Localized events such as a tornado, thunderstorm winds, flash floods, and hail are categorized using the *Johnson Co.* (County) designation. More widespread events that can impact the entire county equally, such as heat, cold, drought, floods, and winter weather, are categorized using the *Johnson (Zone)*.

Below are the hazard summaries, in alphabetical order.

3.2.1 Drought

Drought can be defined as a water shortage caused by the natural reduction in the amount of precipitation expected over an extended period of time, usually a season or more in length. It can be aggravated by other factors such as high temperatures, high winds, and low relative humidity. The county's climate is characterized by hot and dry summers, which can lead to water scarcity and increased wildfire risk. This type of hazard has no geographic boundaries.

Johnson County is part of the [Region G Water Planning Group \(RCWPG\)](#), one of 16 regional water planning groups created by the Texas Water Development Board (TWDB) to help develop a comprehensive water plan for Texas through 2070. Region G is made up of voting members representing a variety of interest groups, including agriculture, counties, electric-generating utilities, environment, groundwater management areas, industry, municipalities, public, river authorities, small business, water districts and water utilities. Region G adopted a [2021 Regional Water Plan](#) that provides regional information and data into the [2022 State Water Plan](#).

County residents purchase water from the Johnson County Special Utility District, which enforces a Drought Contingency Plan. When thresholds are met, a notice will be provided to the public on the District website and via text and/or email alerts. The District water supply comes from Lake Granbury, the City of Mansfield, the City of Grand Prairie, and well water. JCSUD accounts for an ample total water supply capacity of 39.7 MGD.⁵

Figure 2 describes the drought monitoring indices and a description of the possible impacts of the severity of drought.

⁵ [Water Supply and Distribution | JCSUD, TX](#)

Drought Severity	Return Period (years)	Description of Possible Impacts	Drought Monitoring Indices		
			Standardized Precipitation Index (SPI)	NDMC* Drought Category	Palmer Drought Index
Minor Drought	3 to 4	Going into drought; short-term dryness slowing growth of crops or pastures; fire risk above average. Coming out of drought; some lingering water deficits; pastures or crops not fully recovered.	-0.5 to -0.7	D0	-1.0 to -1.9
Moderate Drought	5 to 9	Some damage to crops or pastures; fire risk high; streams, reservoirs, or wells low, some water shortages developing or imminent, voluntary water use restrictions requested.	-0.8 to -1.2	D1	-2.0 to -2.9
Severe Drought	10 to 17	Crop or pasture losses likely; fire risk very high; water shortages common; water restrictions imposed.	-1.3 to -1.5	D2	-3.0 to -3.9
Extreme Drought	18 to 43	Major crop and pasture losses; extreme fire danger; widespread water shortages or restrictions.	-1.6 to -1.9	D3	-4.0 to -4.9
Exceptional Drought	44+	Exceptional and widespread crop and pasture losses; exceptional fire risk; shortages of water in reservoirs, streams, and wells creating water emergencies.	less than -2	D4	-5.0 or less

*NDMC - National Drought Mitigation Center

Figure 2: Drought Intensity Scale

Drought can impact the economy, environment, and society by limiting food and drinking water, destroying habitat, and triggering health and safety problems due to poor water quality and increased wildfires. Drought can also have a major impact on the environment, as it can lead to the loss of vegetation and wildlife habitat and increase the risk of wildfires.

Besides major crop damage, these extreme drought conditions have the potential to put Johnson County in extreme fire danger and could cause widespread water shortage and restrictions, creating a water emergency. In Texas, local governments are empowered to take action on behalf of those they serve. When drought conditions exist, a burn ban can be put in place by a county judge or county Commissioners Court, prohibiting or restricting outdoor burning for public safety.⁶

Prolonged drought can also lead to increased food prices, as well as other economic impacts such as job losses and reduced tax revenues.

Drought can be defined as a water shortage caused by the natural reduction in the amount of precipitation expected over an extended period of time, usually a season or more in length. It can be aggravated by other factors such as high temperatures, high winds, and low relative humidity.

⁶ Fire Danger: Texas Burn Bans. Texas A&M Forest Service. 2018.
<http://texasforestservice.tamu.edu/TexasBurnBans/>

Drought can impact the economy, environment, and society by limiting food and drinking water, destroying habitat, and triggering health and safety problems due to poor water quality and increased wildfires.

In Texas, local governments are empowered to act on behalf of those they serve. When drought conditions exist, a burn ban can be put in place by a county judge or county Commissioners Court prohibiting or restricting outdoor burning for public safety.⁷

As shown in the following graph from the [United States Drought Monitor](https://droughtmonitor.unl.edu/), the years 2011-2012 and 2014-2015 had the greatest severity and longest time period of extreme drought conditions in Johnson County.

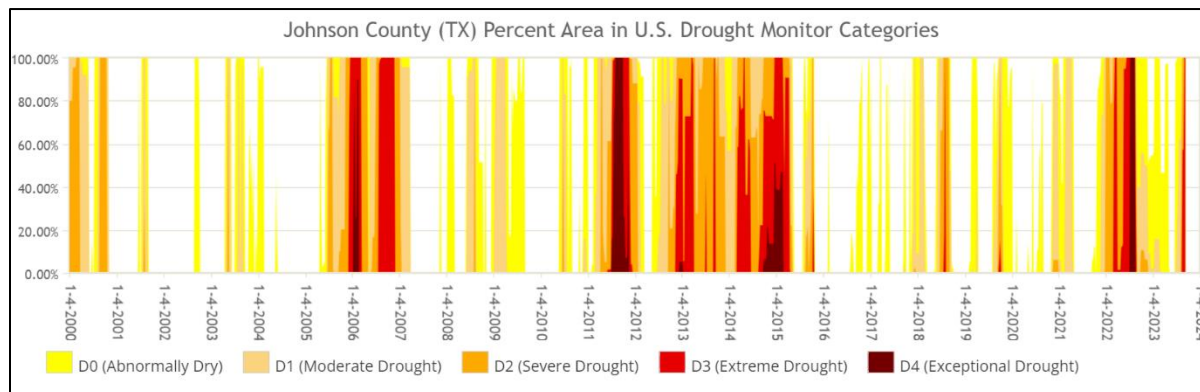


Figure 3: Historical Events- Drought

Due to the nature of drought, the Texas climate, and the effects of climate change, drought is expected to be a continual threat to the planning area.

The Long-Term Multi-Indicator Drought Index (MIDI) approximates drought impacts from changes in precipitation and moisture over a long-term timeframe (up to 5 years), such as impacts to irrigated agriculture, groundwater, and reservoir levels. Reflected in Figure 4 below, drought is predicted to have a lasting effect on Johnson County.

⁷ Fire Danger: Texas Burn Bans. Texas A&M Forest Service. 2018.
<http://texasforestservice.tamu.edu/TexasBurnBans/>

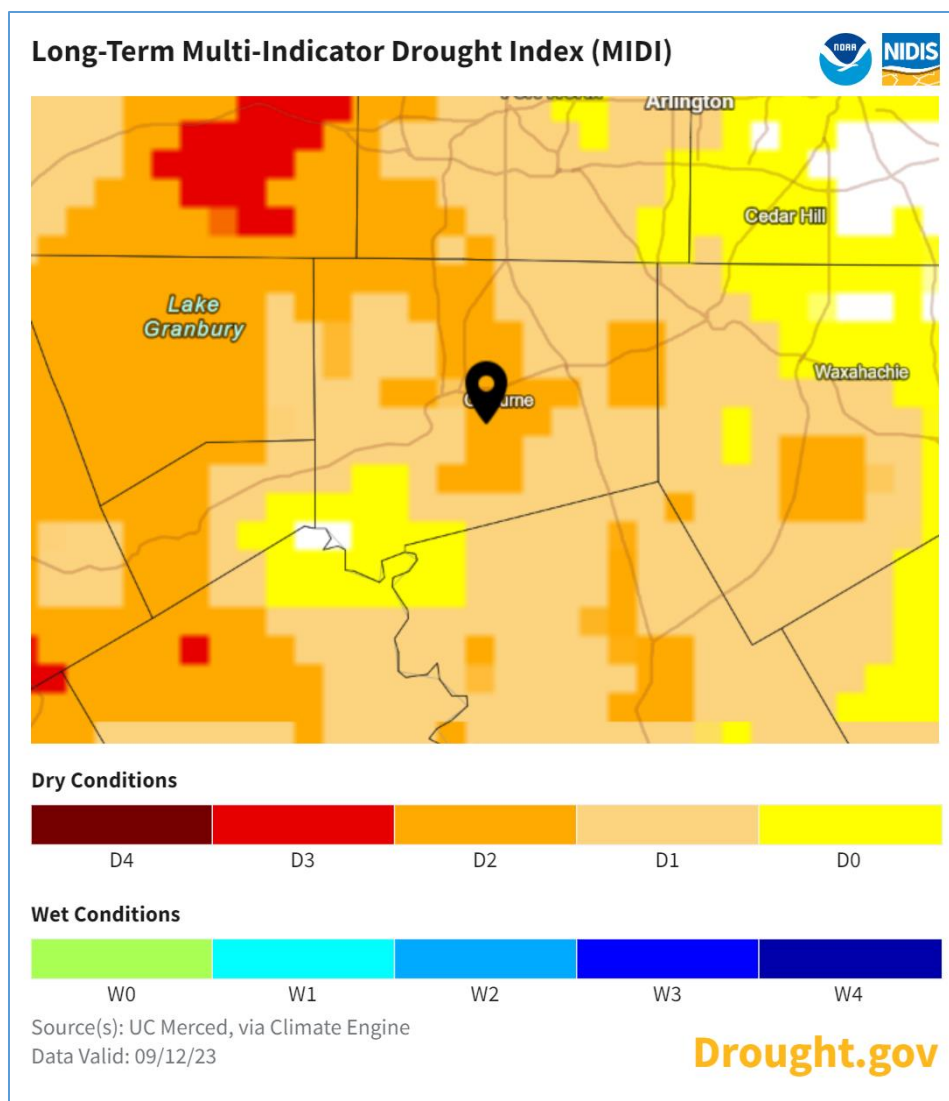


Figure 4: Long-Term MIDI⁸

Hazard Summary

The following table reflects the profile summary for drought within the planning area.

Table 7: Drought Profile Summary

Drought				
Jurisdiction	Location	Probability of Future Events	Level of Possible Damage	Maximum Probable Extent/Strength
Alvarado	Extensive	Highly Likely	Critical	Major
Burleson	Extensive	Highly Likely	Critical	Major
Cleburne	Extensive	Highly Likely	Critical	Major

⁸ [Johnson County Conditions](#) | [Drought.gov](#)

Drought				
Jurisdiction	Location	Probability of Future Events	Level of Possible Damage	Maximum Probable Extent/Strength
Godley	Extensive	Highly Likely	Critical	Major
Joshua	Extensive	Highly Likely	Critical	Major
Keene	Extensive	Highly Likely	Critical	Major
Johnson County Unincorporated	Extensive	Highly Likely	Critical	Major

3.2.2 Earthquakes

An earthquake is a sudden motion or trembling of the earth, either caused by an abrupt release of accumulated strain on the tectonic plates that comprise the earth's crust or from human activities. Scientific studies have tied the quakes in North Central Texas to the disposal of wastewater from oil and gas production.

Earthquakes are measured by both magnitude and intensity.

Magnitude measures the energy released at the source of the earthquake and is determined from measurements on seismographs, as represented in Figure 5. From 1935 until 1970, the earthquake magnitude scale was the Richter Scale. Today, earthquake magnitude measurement is based on the Moment Magnitude Scale (MMS). MMS measures the movement of rock along the fault. It accurately measures larger earthquakes, which can last for minutes, affect a much larger area, and cause more damage.

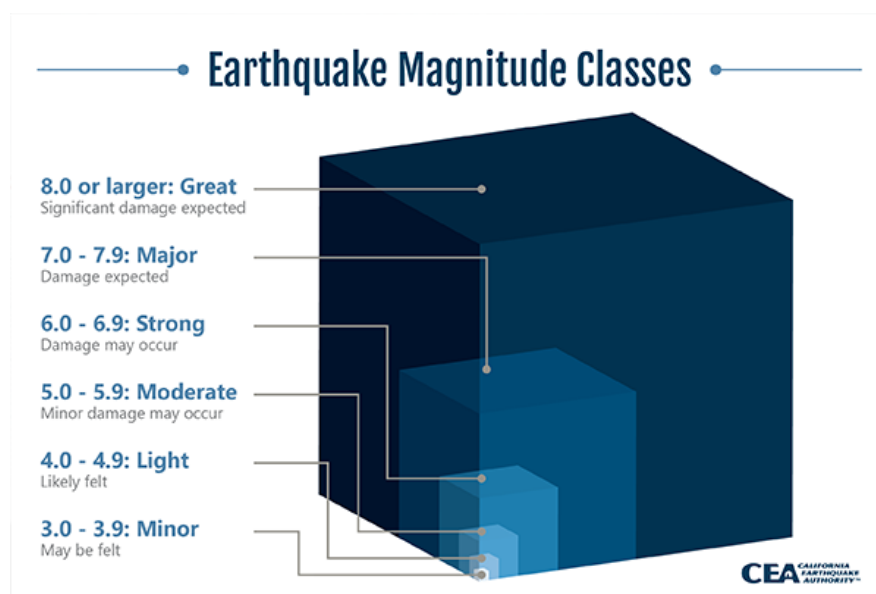


Figure 5: Earthquake Magnitude Classes⁹

⁹ [How are Earthquakes Measured? Magnitude & Intensity Scales | CEA \(earthquakeauthority.com\)](https://www.earthquakeauthority.com/How-are-Earthquakes-Measured?Magnitude-Intensity-Scales)

Intensity is determined from on-the-ground description and the effects on people and the environment. An earthquake intensity scale consists of a series of key responses that includes people awakening, movement of furniture, damage to chimneys and total destruction. The Modified Mercalli Intensity Scale (see Figure 6) classifies earthquakes by the amount of damage inflicted.

Intensity	Shaking	Description/Damage
I	Not felt	Not felt except by a very few under especially favorable conditions.
II	Weak	Felt only by a few persons at rest, especially on upper floors of buildings.
III	Weak	Felt quite noticeably by persons indoors, especially on upper floors of buildings. Many people do not recognize it as an earthquake. Standing motor cars may rock slightly. Vibrations similar to the passing of a truck. Duration estimated.
IV	Light	Felt indoors by many, outdoors by few during the day. At night, some awakened. Dishes, windows, doors disturbed; walls make cracking sound. Sensation like heavy truck striking building. Standing motor cars rocked noticeably.
V	Moderate	Felt by nearly everyone; many awakened. Some dishes, windows broken. Unstable objects overturned. Pendulum clocks may stop.
VI	Strong	Felt by all, many frightened. Some heavy furniture moved; a few instances of fallen plaster. Damage slight.
VII	Very strong	Damage negligible in buildings of good design and construction; slight to moderate in well-built ordinary structures; considerable damage in poorly built or badly designed structures; some chimneys broken.
VIII	Severe	Damage slight in specially designed structures; considerable damage in ordinary substantial buildings with partial collapse. Damage great in poorly built structures. Fall of chimneys, factory stacks, columns, monuments, walls. Heavy furniture overturned.
IX	Violent	Damage considerable in specially designed structures; well-designed frame structures thrown out of plumb. Damage great in substantial buildings, with partial collapse. Buildings shifted off foundations.
X	Extreme	Some well-built wooden structures destroyed; most masonry and frame structures destroyed with foundations. Rails bent.

Figure 6: Modified Mercalli Intensity Scale¹⁰

Earthquakes can have a significant impact on the local economy. They can cause extensive damage to property and infrastructure, as well as loss of life. They can lead to reduced productivity and increased absenteeism, as well as increased demand for emergency services and disaster relief. Additionally, earthquakes can lead to power outages, landslides, and fires.

According to the United States Geological Survey (USGS) [Earthquake Catalog](#), there was a M2.4 earthquake 10 km WSW of Cleburne, Texas in 2018 and a M2.4 earthquake 2 km SSW of Joshua, Texas in 2020. No injuries or damage were reported. The following maps show the intensity of the two earthquakes.

¹⁰ [The Modified Mercalli Intensity Scale | U.S. Geological Survey \(usgs.gov\)](#)

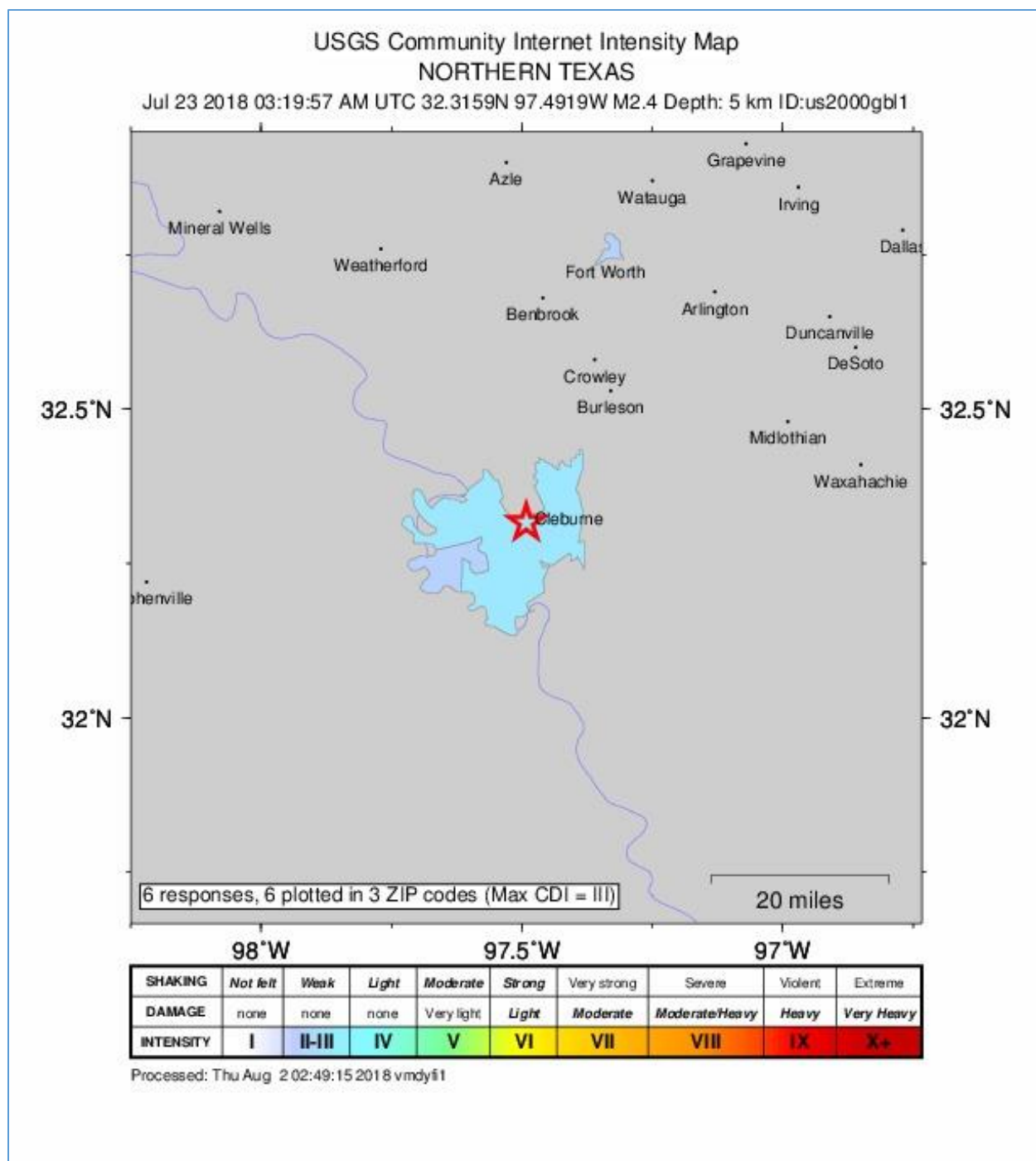


Figure 7: 2018 Earthquake Near Cleburne

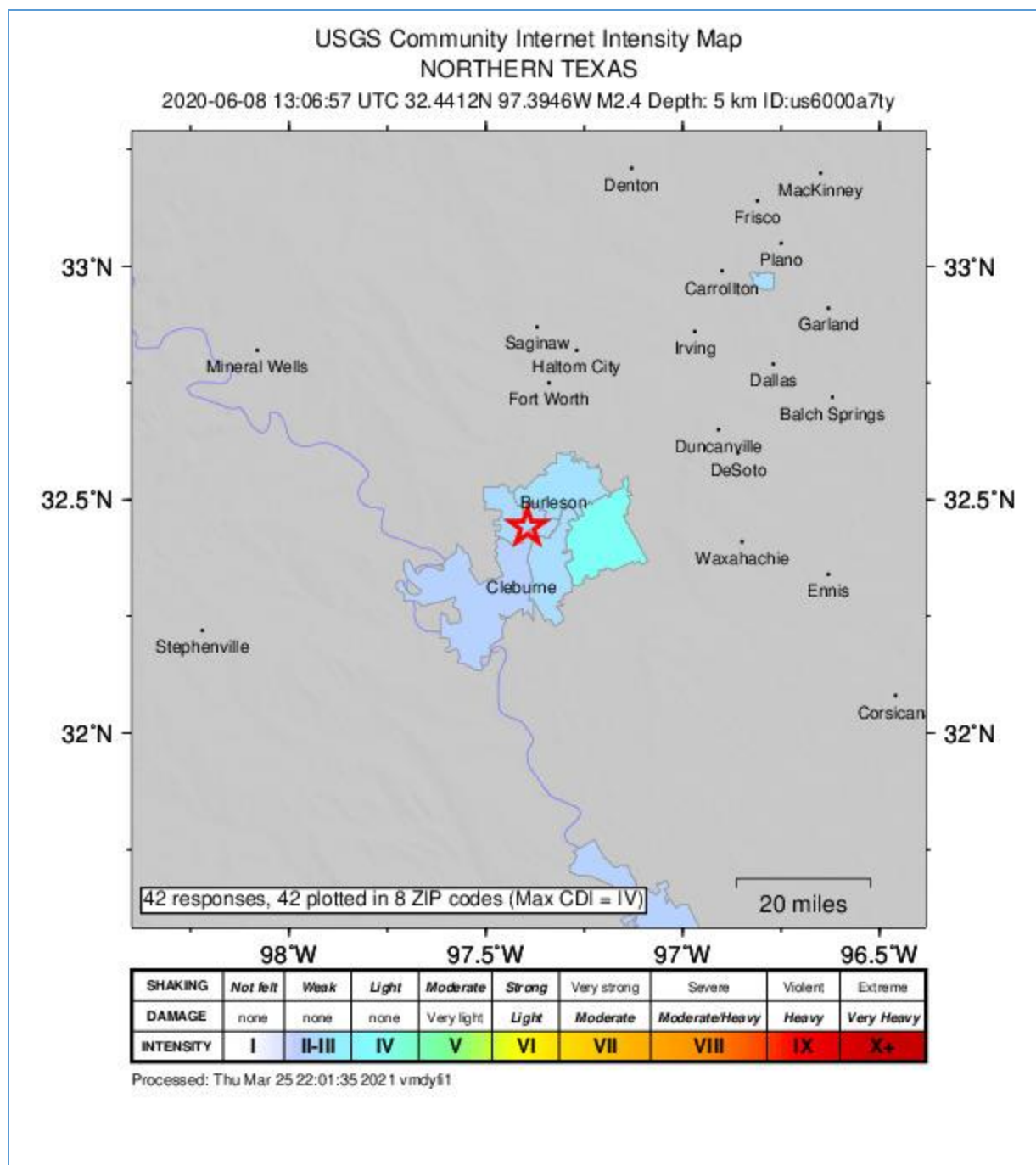


Figure 8: 2020 Earthquake Near Joshua

The map in Figure 9 shows the prediction of damaging earthquake shaking around the U.S. over the next 10,000 years; in which Johnson County is in the grey area. According to the [U.S. Geological Survey \(USGS\)](https://www.usgs.gov/), damaging shaking is possible in all fifty states. The cooler color areas, like grey, are low hazard but not *no* hazard.

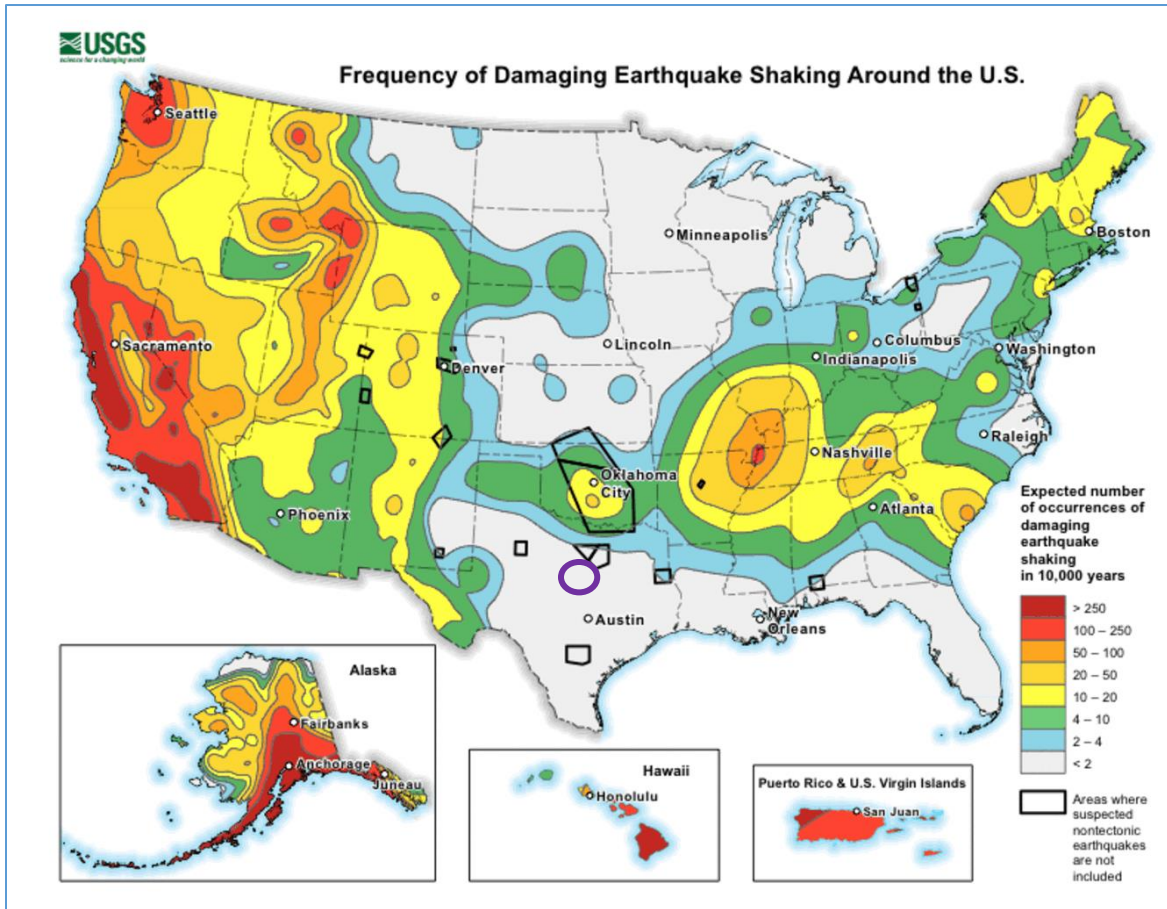


Figure 9: Future Probability Map- Johnson County

Hazard Summary

The following table reflects the profile summary for earthquakes within the planning area.

Table 8: Earthquake Profile Summary

Earthquakes				
Jurisdiction	Location	Probability of Future Events	Level of Possible Damage	Maximum Probable Extent/Strength
Alvarado	Extensive	Possible	Minor	Minor
Burleson	Extensive	Possible	Minor	Minor
Cleburne	Extensive	Possible	Minor	Minor
Godley	Extensive	Possible	Minor	Minor
Joshua	Extensive	Possible	Minor	Minor
Keene	Extensive	Possible	Minor	Minor
Johnson County Unincorporated	Extensive	Possible	Minor	Minor

3.2.3 Expansive Soils

Expansive soils are soils that expand when water is added and shrink when they dry out. It contains large percentages of swelling clays that may experience volume changes of up to 40% in the absence or presence of water. This continuous change in soil volume can cause structures built on this soil to move unevenly and crack.

Most of Johnson County is in the Cross Timbers ecoregion. This ecoregion is further subdivided into four ecological or vegetative sub-regions: East Cross Timbers, Fort Worth Prairie, Lampasas Cut Plain, and West Cross Timbers. As a member of the Eastern Cross Timbers, the area has sandy to loam soils that are acidic to neutral. This dramatically affects what plants grow in each area. The sandy acidic soils of the Eastern Cross Timbers are in sharp contrast to the heavy fertile soils of the Blacklands and Grand Prairie and Plains.¹¹ Based on the Expansive Soils Map (Figure 10) and the various limestone formations, the planning area is prone to expansion.

- Over 50 percent of these areas are underlain by soils with abundant clays of high swelling potential.
- Less than 50 percent of these areas are underlain by soils with clays of high swelling potential.

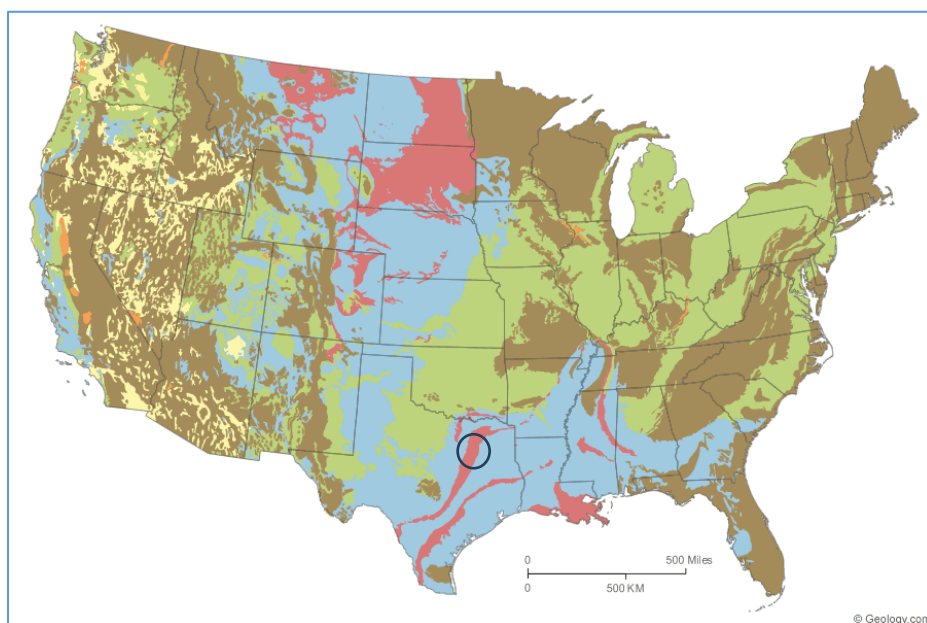


Figure 10: Expansive Soils Map¹²

¹¹ [Texas A&M Forest Service - Trees of Texas - Eco-Regions - Texas Ecoregions \(tamu.edu\)](http://TexasA&MForestService-TreesofTexas-Eco-Regions-TexasEcoregions.tamu.edu)

¹² The map is based upon "Swelling Clays Map of the Conterminous United States" by W. Olive, A. Chleborad, C. Frahme, J. Shlocker, R. Schneider and R. Schuster. It was published in 1989 as Map I-1940 in the USGS Miscellaneous Investigations Series. Land areas were assigned to map soil categories based upon the type of bedrock that exists beneath them as shown on a geologic map. In most areas, where soils are produced "in situ," this method of assignment was reasonable. However, some areas are underlain by soils which have been transported by wind, water or ice. The map soil categories would not apply for these locations.

Expansive soils are one of the more problematic soils and it causes damage to various civil engineering structures. Expansive soils behave differently from other soils due to their tendency to swell and shrink. Both the International Building Code and International Residential code adopted the Expansion Index (EI) (Table 9) to identify expansive soils and its swelling potential.¹³

Table 9: Expansion Potential Based on Expansion Index

Expansion Index (EI)	EI Potential Expansion
0-20	Very Low
21-50	Low
51-90	Medium
91-130	High
>130	Very High

The county's climate is characterized by hot and dry summers, which can lead to changes in moisture content and cause the soil to expand and contract, leading to damage.

Expansive soils can lead to increased flooding and landslides as well as other environmental hazards. Because of this swelling and shrinking behavior, expansive soils may also cause the following problems in structures or construction projects:

- Structural damage to lightweight structures such as sidewalks and driveways
- Lifting of buildings, damage to basements, and building settlement
- Cracks in walls and ceilings
- Damage to pipelines and other public utilities
- Lateral movement of foundations and retaining walls due to pressure exerted on vertical walls
- Loss of residual shear strength causing instability of slopes, etc.

Damage to these structures can lead to costly repairs and can cause major disruptions to transportation and communication. Therefore, it is essential to check for the presence of expansive soil and a suitable treatment method should be adopted before commencing any construction projects. In some cases, postconstruction treatment of expansive soil may be required if the situation has not been dealt with before construction.

While cracks in land, roads, and foundations are present, due to the slow-moving nature of expansive soils effects, there is no method of tracking damages within the county.

Due to the existing soil type in the planning area, and the current methods of engineering and structure development, expansive soils is expected to be a continual threat to the planning area.

¹³ Soil expansion index chart. (n.d.). Bing.
<https://www.bing.com/search?q=soil+expansion+index+chart&FORM=HDRSC1>

Hazard Summary

The following table reflects the profile summary for expansive soils within the planning area.

Table 10: Expansive Soils Profile Summary

Expansive Soils				
Jurisdiction	Location	Probability of Future Events	Level of Possible Damage	Maximum Probable Extent/Strength
Alvarado	Extensive	Highly Likely	Minor	Medium
Burleson	Extensive	Highly Likely	Minor	Medium
Cleburne	Extensive	Highly Likely	Minor	Medium
Godley	Extensive	Highly Likely	Minor	Medium
Joshua	Extensive	Highly Likely	Minor	Medium
Keene	Extensive	Highly Likely	Minor	Medium
Johnson County Unincorporated	Extensive	Highly Likely	Minor	Medium

3.2.4 Extreme Heat

Extreme heat is characterized by a combination of very high temperatures and exceptionally humid conditions. When persisting over a period of time, it is called a heat wave.

The National Weather Service (NWS) measure how hot weather feels on the body by utilizing the Heat Index values (Figure 11). The values in this index are for SHADE only. You can add up to 15°F to these values if you are in direct sunlight. To read the NWS Heat Index, look for the temperature across the top, then find the relative humidity on the left. The point where they intersect on the chart tells you the Heat Index, color-coded by likelihood of a heat disorder. For example, look at an air temperature of 100°F and Relative Humidity of 40%. The chart shows the Heat Index (*how hot it feels*) as 109°F, which is in the orange range for DANGER.

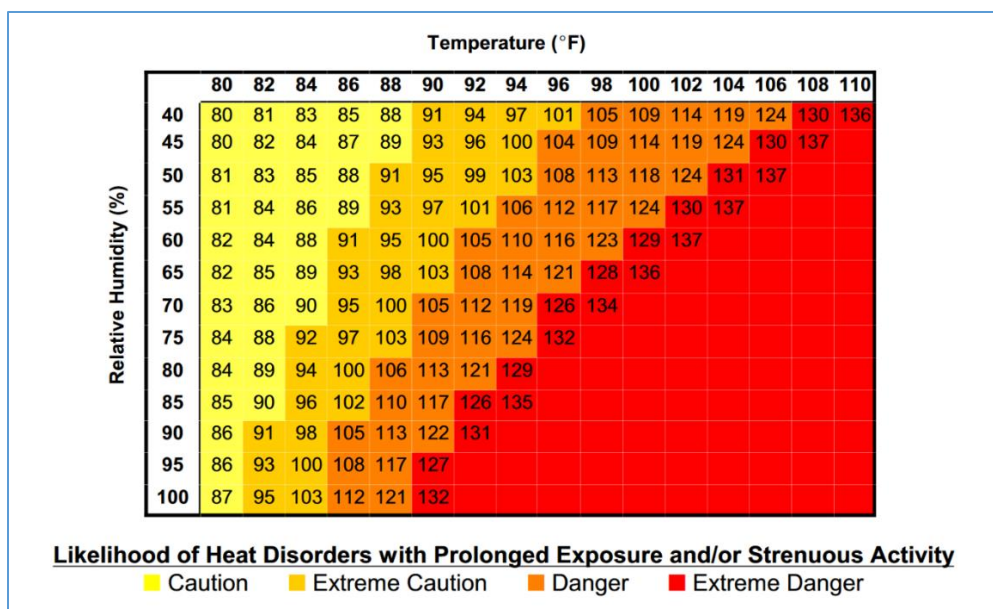


Figure 11: NWS Heat Index

Extreme heat can be a factor that drastically impacts drought conditions, as high temperatures lead to an increased rate of evaporation. The total number of days per year with maximum temperature above various thresholds is an indicator of how often very hot conditions occur. Depending upon humidity, wind, and physical workload, people who work outdoors or don't have access to air conditioning may feel very uncomfortable or experience heat stress or illness on very hot days. Hot days also stress plants, animals, and human infrastructure such as roads, railroads, and electric lines. Increased demand for electricity to cool homes and buildings can place additional stress on energy infrastructure. Potential impacts from extreme heat include:

- Heatstroke or death. Elderly people who cannot afford air conditioning are at greatest risk
- Property damage
- Loss of water supply
- Increases in grassfire potential and intensity
- Impact on logistics
- Power outages
- Road and train track buckling
- Disruption in critical infrastructure operations
- Vehicle engine failure
- Damage to crops

Throughout the summer there are various sporting events, festivals, and park activities held outside throughout the planning area, which can make attendees vulnerable to the effects of extreme heat. Luckily there have been no reports of heat casualties up to this point.

The following table lists excessive heat events and impacts from 2012-2021 recorded by the National Weather Service. During this time, one death occurred. The NWS Event Narrative stated that a soon to be two-year old toddler was found unresponsive after spending nearly five hours in a car seat in the back of the family's car. The child was later pronounced dead at the hospital.¹⁴

Table 11: Historical Events- Extreme Heat

Location	Date	Type	Death	Injury	Property Damage	Crop Damage
JOHNSON (ZONE)	04/14/2017	Excessive Heat	1	0	0.00K	0.00K
JOHNSON (ZONE)	06/20/2019	Excessive Heat	0	0	0.00K	0.00K
JOHNSON (ZONE)	08/13/2020	Excessive Heat	0	0	0.00K	0.00K
JOHNSON (ZONE)	08/28/2020	Excessive Heat	0	0	0.00K	0.00K
JOHNSON (ZONE)	06/12/2022	Excessive Heat	0	0	0.00K	0.00K
JOHNSON (ZONE)	07/07/2022	Excessive Heat	0	0	0.00K	0.00K
JOHNSON (ZONE)	07/17/2022	Excessive Heat	0	0	0.00K	0.00K

Throughout the summer there are various sporting events, festivals, and park activities held outside throughout the planning area, which can make attendees vulnerable to the effects of extreme heat. Luckily there have been no reports of heat casualties up to this point, though people need to be prepared for extreme heat events in the future.

From the graph made by the [U.S. Climate Resilience Toolkit](#), Johnson County can expect a gradual increase in the number of extreme heat days over time.

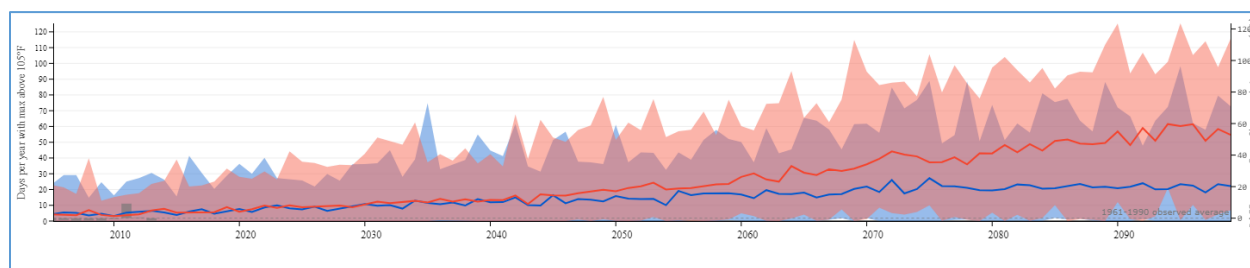


Figure 12: Predicted Number of Days with a Maximum Temperature Over 105°F in Johnson County

The trend shows how global emissions have a major role in climate change and an impact on extreme heat.

- The **blue band (lower emissions)** shows projections for 2006–2100 based on a future in which humans stop increasing global emissions of heat-trapping gases by 2040 and then dramatically reduce them through 2100. The top edge of the band represents the maximum value modeled at each time step; the bottom edge of the band represents the minimum. The darker blue line shows the weighted mean of projections for lower emissions.

¹⁴ [Storm Events Database - Event Details | National Centers for Environmental Information \(noaa.gov\)](#)

- The **red band (higher emissions)** shows projections for 2006–2100 based on a future in which global emissions of heat-trapping gases continue increasing through 2100. The top edge of the band represents the maximum value modeled at each time step; the bottom edge of the band represents the minimum. The red line shows the weighted mean of all projections for higher emissions.

Hazard Summary

The following table reflects the profile summary for extreme heat within the planning area.

Table 12: Extreme Heat Profile Summary

Extreme Heat				
Jurisdiction	Location	Probability of Future Events	Level of Possible Damage	Maximum Probable Extent/Strength
Alvarado	Extensive	Highly Likely	Minor	Major
Burleson	Extensive	Highly Likely	Minor	Major
Cleburne	Extensive	Highly Likely	Minor	Major
Godley	Extensive	Highly Likely	Minor	Major
Joshua	Extensive	Highly Likely	Minor	Major
Keene	Extensive	Highly Likely	Limited	Major
Johnson County Unincorporated	Extensive	Highly Likely	Minor	Major

3.2.5 Flooding

Flooding is defined as *the accumulation of water within a water body and the overflow of excess water onto adjacent floodplain lands*. A floodplain (or flood zone) is the land adjoining the channel of a river, stream, ocean, lake, or other watercourse or water body that is susceptible to flooding. The statistical meaning of terms like “100-year flood” can be confusing. Simply stated, a floodplain can be located anywhere; it just depends on how large and how often a flood event occurs. Floodplains are those areas that are subject to inundation from flooding. Floods and the floodplains associated with them are often described in terms of the percent chance of a flood event happening in any given year. As a community management or planning term, “floodplain” or “flood zone” most often refers to an area that is subject to inundation by a flood that has a 1% chance of occurring in any given year (commonly referred to as the 100-year floodplain).

Flooding can occur anywhere in the planning area with low-lying areas, clogged drains, and/or intense rain. Common flooding hazards within the planning area include flood hazards from flash flooding and new development.

A flash flood occurs when stormwater rapidly floods and inundates low-lying areas in less than six hours. Construction and development can change the natural drainage and create brand new flood risks as the concrete that comes with new buildings, parking lots, and roads create less land that can absorb excess precipitation from heavy rains. Johnson County’s storm drainage system in the unincorporated areas is mostly comprised of grass-lined ditches. This type of ditch allows for more absorption of stormwater runoff while also filtering pollutants.

Dam failure flooding is flooding from an accidental or unintentional collapse, breach, or other failure of an impoundment structure that results in downstream flooding. Dam failure is a technological/man-made hazard that leads to a natural hazard, flooding. According to the Association of State Dam Safety Officials, dam failures are most likely to happen for one of five reasons:

- 1. Overtopping** caused by water spilling over the top of a dam. Overtopping of a dam is often a precursor of dam failure. The occasional overtopping of the spillway from major rainfall is the main cause of flooding from dam failure within North Central Texas.
- 2. Foundation Defects**, including settlement and slope instability.
- 3. Cracking** caused by movements like the natural settling of a dam.
- 4. Inadequate maintenance and upkeep.**
- 5. Piping** is internal erosion caused by seepage of soil particles that continue to progress and form sink holes in the dam. Seepage often occurs around hydraulic structures, such as pipes and spillways; through animal burrows; around roots of woody vegetation; and through cracks in dams, dam appurtenances, and dam foundations.

The Flood Hazard Boundary Map (FHBM) and Flood Insurance Rate Map (FIRM) show Flood Insurance Risk Zones that indicate the magnitude of the flood hazard in specific areas of a community. The Flood Zones range from Zone AE, A, and X in the participating jurisdictions.

The zone categories are below:

Table 13: Flood Insurance Risk Zones

High Risk Area	Description
In communities that participate in the NFIP, mandatory flood insurance purchase requirements apply to all of these zones.	
Zone A	Special flood hazard areas inundated by the 100-year flood; base flood elevations are not determined. Areas with a 1% annual chance of flooding and a 26% chance of flooding over the life of a 30-year mortgage. Because detailed analyses are not performed for such areas; no depths or base flood elevations are shown within these zones.
Zone AE	Special flood hazard areas inundated by the 100-year flood; base flood elevations are determined. The base floodplain where base flood elevations are provided. AE Zones are now used on new format FIRMs instead of A1-A30 Zones.
Zone A1-30	Special flood hazard areas inundated by the 100-year flood; base flood elevations are determined. These are known as numbered A Zones (e.g., A7 or A14). This is the base floodplain where the FIRM shows a BFE (old format).
Zone AO	Special flood hazard areas inundated by the 100-year flood; with flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. River or stream flood hazard areas, and areas with a 1% or greater chance of shallow flooding each year, usually in the form of sheet flow, with an average depth ranging from 1 to 3 feet. These areas have a 26% chance of flooding over the life of a 30-year mortgage. Average flood depths derived from detailed analyses are shown within these zones.
Zone AH	Special flood hazard areas inundated by the 100-year flood; flood depths of 1 to 3 feet (usually areas of ponding); base flood elevations are determined. Areas with a 1% annual chance of shallow flooding, usually in the form of a pond, with an average depth ranging from 1 to 3 feet. These areas have a 26% chance of flooding over the life of a 30-year

High Risk Area	Description
In communities that participate in the NFIP, mandatory flood insurance purchase requirements apply to all of these zones.	
	mortgage. Base flood elevations derived from detailed analyses are shown at selected intervals within these zones.
Zone A99	Special flood hazard areas inundated by the 100-year flood to be protected from the 100-year flood by a Federal flood protection system under construction; no base flood elevations are determined. Areas with a 1% annual chance of flooding that will be protected by a Federal flood control system where construction has reached specified legal requirements. No depths or base flood elevations are shown within these zones.
Moderate to Low Risk Area	Description
In communities that participate in the NFIP, flood insurance is available to all property owners and renters in these zones.	
Zone B and Zone X (shaded)	Areas of 500-year flood; areas subject to the 100-year flood with average depths of less than 1 foot or with contributing drainage area less than 1 square mile; and areas protected by levees from the base flood. Area of moderate flood hazard, usually the area between the limits of the 100- year and 500-year floods. B Zones are also used to designate base floodplains of lesser hazards, such as areas protected by levees from 100-year flood, or shallow flooding areas with average depths of less than one foot or drainage areas less than 1 square mile.
Zone C and Zone X (un-shaded)	Areas determined to be outside the 500-year floodplain. Area of minimal flood hazard usually depicted on FIRMs as above the 500-year flood level. Zone C may have ponding and local drainage problems that don't warrant a detailed study or designation as base floodplain. Zone X is the area determined to be outside the 500-year flood and protected by levee from 100- year flood.
Undetermined Risk Area	Description
Zone D	Areas with possible but undetermined flood hazards. No flood hazard analysis has been conducted. Flood insurance rates are commensurate with the uncertainty of the flood risk.

Dams have three different levels of classification from low to high potential. The colors on each classification below help show where these dams are on the map in Figure 13.

Dam Classifications:¹⁵

- **Low (Green)**
 - No loss of life expected (based off surrounding populated area)
 - Minimal economic impact
- **Significant (Yellow)**
 - Loss of life possible (1-2 homes based off surrounding populated area)
 - Appreciable economic impact
- **High (Red)**
 - Loss of life expected (>3 homes based off surrounding populated area)

¹⁵ Session. "2022 Dam Safety Workshop." *Texas.gov*,
<https://www.tceq.texas.gov/downloads/compliance/enforcement/dam-safety/workshop-session-1.pdf>.

Of the 45 dams in the County, 25 are high-hazard potential dams (HHPDs). These HHPDs are all earth-type dams, regulated by TCEQ, and are required to have an Emergency Actions Plans (EAP), which include log sheets of changes, annual review checklists, plan review and update pages, and training records. The EAP should be the go-to document during a dam emergency. Further details about these HHPDs, including drainage area, are in Table 14. The drainage area listed in the table would be the areas of the County flooded in the event of a dam failure.

Table 14: HHPDs in Johnson County

Dam Name	NID ID	Owner Names	City	River or Stream Name	Dam Height (Ft)	Dam Length (Ft)	Volume (Cubic Yards)	Drainage Area (Sq Miles)
Rosenauer Dam	TX09691	RODNEY ROSENAUER			11			
Chambers Creek WS SCS Site 42 Dam	TX03612	CITY OF ALVARADO; JOHNSON COUNTY; JOHNSON COUNTY SWCD		TURKEY CREEK	49	3500	253920	15.3
Cleburne State Park Lake Dam	TX03591	TEXAS PARKS AND WILDLIFE DEPARTMENT	NEW HOPE	WEST FORK CAMP CREEK	62	1300	0	4.42
Chambers Creek WS SCS Site 35 Dam	TX03599	JOHNSON COUNTY; JOHNSON COUNTY SWCD		TR-TURKEY CREEK	22	1350	47142	0.78
Chambers Creek WS SCS Site 31 Dam	TX03613	JOHNSON COUNTY; JOHNSON COUNTY SWCD	ALVARADO	TR-NORTH FORK CHAMBERS CREEK	28	3884	158597	2
O Connor Dam	TX09559	LLOYD FOSTER	JOSHUA	TR-VILLAGE CREEK	12	1300	0	0.2
Mountain Valley Dam No 1	TX04797	MOUNTAIN VALLEY COUNTRY CLUB INC	BURLESON	VILLAGE CREEK	18	1850	0	2.07
Mountain Valley Lake No 3 Dam	TX09005	JOHNSON COUNTY PUBLIC WORKS; PARAMOUNT PLACE INC	JOSHUA	TR-VILLAGE CREEK	14	650	0	0.12
Martin Dam	TX09558	STEVEN N MARTIN MD PA	JOSHUA	TR-WILLOW CREEK	8		0	0
Mountain Valley Dam 2	TX04798	HOMES BY TOWNE	BURLESON	TR-VILLAGE CREEK	23	900	0	1.4
Chambers Creek WS SCS Site 33a Dam	TX03601	JOHNSON COUNTY; JOHNSON COUNTY SWCD		TURKEY CREEK	41	1021	78260	3.27
Chambers Creek WS SCS Site 57 Dam	TX03610	JOHNSON COUNTY; JOHNSON COUNTY SWCD		MIDDLE FORK CHAMBERS CREEK	47	1560	112269	3.51
Chambers Creek WS SCS Site 33 Dam	TX03595	JOHNSON COUNTY; JOHNSON COUNTY SWCD		TURKEY CREEK	28	2300	91951	3.82
Chambers Creek WS SCS Site 61a Dam	TX03593	JOHNSON COUNTY; JOHNSON COUNTY SWCD		N FORK S FORK CHAMBERS CREEK	29	967	45803	0.87
Chambers Creek WS SCS Site 58 Dam	TX03609	JOHNSON COUNTY; JOHNSON COUNTY SWCD NO 541		TR-MIDDLE FORK CHAMBERS CREEK	36	1408	84200	2.27
Chambers Creek WS SCS Site 59 Dam	TX03608	JOHNSON COUNTY; JOHNSON COUNTY SWCD NO 541		ROCK TANK CREEK	48	1991	105630	3.1
Chambers Creek WS SCS Site 36 Dam	TX03597	JOHNSON COUNTY; JOHNSON COUNTY SWCD NO 541		TR-TURKEY CREEK	30	1632	61179	1.1

Dam Name	NID ID	Owner Names	City	River or Stream Name	Dam Height (Ft)	Dam Length (Ft)	Volume (Cubic Yards)	Drainage Area (Sq Miles)
Chambers Creek WS SCS Site 37 Dam	TX03596	JOHNSON COUNTY; JOHNSON COUNTY SWCD NO 541		TR-TURKEY CREEK	38	1122	58766	2
Chambers Creek WS SCS Site 62 Dam	TX03607	JOHNSON COUNTY; JOHNSON COUNTY SWCD NO 541	GRANDVIEW	SOUTH FORK CHAMBERS CREEK	44	1813	118330	6.4
Lake Pat Cleburne Dam	TX03594	CITY OF CLEBURNE	BLUM	NOLAN RIVER	78	5190	0	100
Chambers Creek WS SCS Site 30 Dam	TX03600	JOHNSON COUNTY; JOHNSON COUNTY SWCD	ALVARADO	TR-NORTH FORK CHAMBERS CREEK	28	2750	105890	1.1
Chambers Creek WS SCS Site 61 Dam	TX03605	JOHNSON COUNTY; JOHNSON COUNTY SWCD NO 541		N FORK S FORK CHAMBERS CREEK	36	1700	96200	3.2
Chambers Creek WS SCS Site 34 Dam	TX03598	DALWORTH SWCD; JOHNSON COUNTY		TR-TURKEY CREEK	36	1784	95741	1.26
Chambers Creek WS SCS Site 32 Dam	TX03614	CITY OF ALVARADO; JOHNSON COUNTY; JOHNSON COUNTY SWCD NO 541	ALVARADO	TR-NORTH FORK CHAMBERS CREEK	31	1825	65277	1
West Buffalo Creek WS SCS Site 1 Dam	TX06303	CITY OF CLEBURNE	CLEBURNE	WEST BUFFALO CREEK	35	8720	321130	7

Based on this table, only the participating jurisdictions of Alvarado, Burleson, Cleburne, Joshua would be impacted by dam failure flooding.

Maps of flood areas and dam inundation zones are in Appendix C. As far at the maximum extent of flooding within the planning area, the Estimated Base Flood Elevation was used.

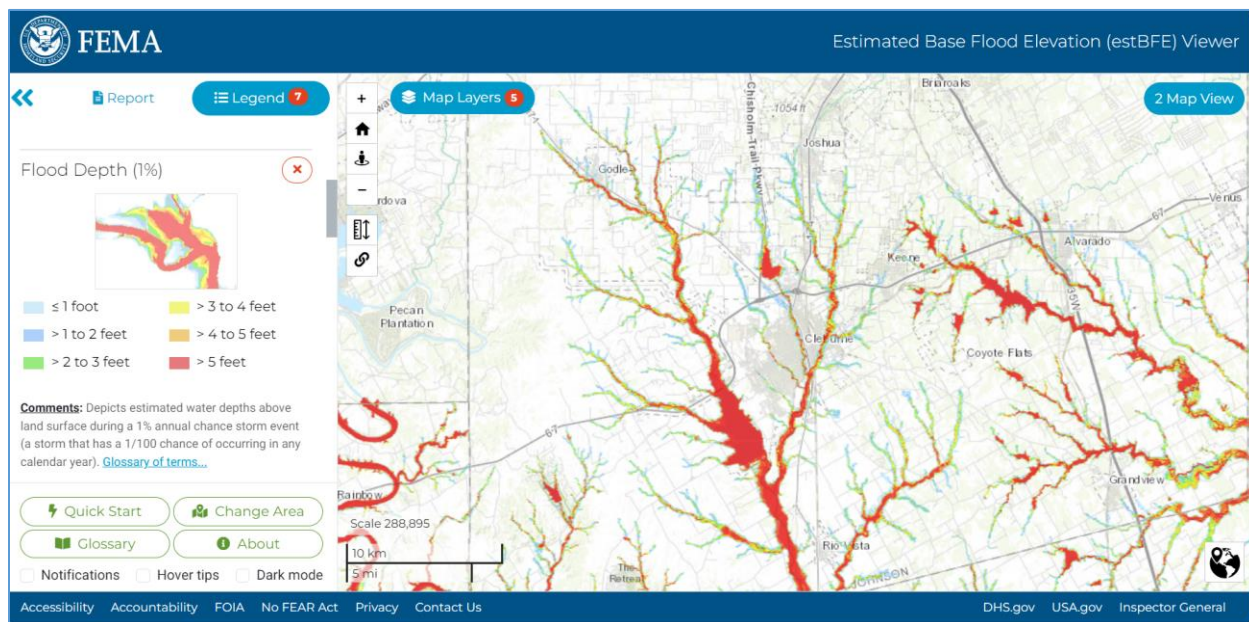


Figure 14: Estimated Base Flood Elevation Viewer

Floodwater can disguise many dangerous obstacles, like uncovered manholes or debris that can cause someone to fall over. Standing water, or water that isn't flowing, can also become a breeding ground for insects that can make people very ill. Another risk can be downed power lines which may still be live.

Potential impacts from flooding include:

- Loss of electricity
- Loss of, or contamination of, water supply
- Loss of property
- Structure and infrastructure damage – flooded structures and eroded roads
- Misplaced residents
- Snakes migrate and number of mosquitoes increase
- Fire – as a result of loss of water supply
- Debris in transportation paths
- Emergency response delays
- Disruption of traffic can lead to impacts to the economy
- Natural environment damage, to include protected species and critical habitats

The following table lists the historical flood events and impacts from 2012-2021 recorded by the National Weather Service.

Table 15: Historical Events- Flooding

Location	Date	Type	Death	Injury	Property Damage	Crop Damage
CLEBURNE	07/17/2014	Flash Flood	0	0	0.00K	0.00K
CLEBURNE	05/10/2015	Flash Flood	0	0	0.00K	0.00K
CLEBURNE MUNI ARPT	05/10/2015	Flash Flood	0	0	0.00K	0.00K
ALVARADO	05/19/2015	Flash Flood	0	0	180.00K	0.00K
LAKE ALVARADO	05/19/2015	Flash Flood	0	0	5.00K	0.00K
ALVARADO	05/20/2015	Flash Flood	0	0	5.00K	0.00K
ALVARADO	05/20/2015	Flash Flood	0	0	20.00K	0.00K
BURLESON	05/20/2015	Flash Flood	0	0	0.00K	0.00K
BURLESON	06/17/2015	Flash Flood	0	0	50.00K	0.00K
ALVARADO	03/07/2016	Flash Flood	0	0	500.00K	0.00K
BURLESON	03/07/2016	Flood	0	0	200.00K	0.00K
ALVARADO	04/17/2017	Flood	0	0	0.00K	0.00K
ALVARADO MUNI ARPT	04/17/2017	Flood	0	0	0.00K	0.00K
BURLESON	05/01/2019	Flash Flood	0	0	0.00K	0.00K
CLEBURNE	01/10/2020	Flood	0	0	0.00K	0.00K
BURLESON	08/18/2021	Flood	0	0	5.00K	0.00K
Total Flash Floods:			0	0	1627.00K	0.00K
Total Floods:			0	0	205.00K	0.00K

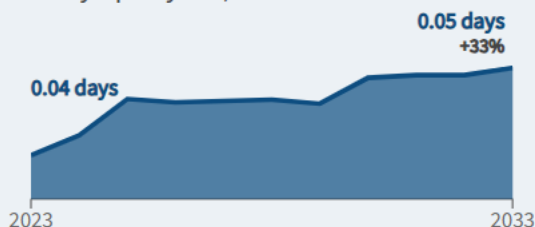
Based on the forecast in Figure 15, [Headwater Economics](#) predicts a 33% increase in days with heavy precipitation within 10 years. The increased precipitation could increase the chances of a flood event.

PRECIPITATION

Days per year with precip. above:

1" 2" 4"

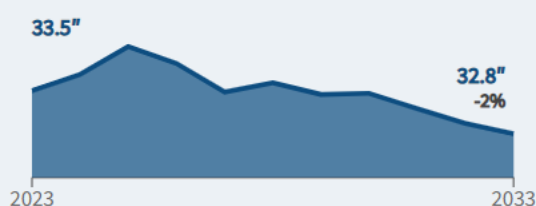
By 2033, Johnson County is expected to experience **0.01 more days** of heavy precipitation per year (from 0.04 days to 0.05 days per year).



Heavy precipitation leads to both riverine flooding and flash floods as the ground fails to absorb the high volume of precipitation that falls in a short period.

Average annual precipitation

By 2033, Johnson County is expected to have a **0.7" decrease** (from 33.5" to 32.8") in average annual precipitation.



Increasing annual precipitation contributes to sustained flooding. For example, in 2019 areas along the Mississippi remained above flood stage for at least three months.

Figure 15: 10 YR Precipitation Forecast

Hazard Summary

The following tables reflect the profile summary for flooding and dam failure flooding within the planning area.

Table 16: Flooding Profile Summary

Flooding				
Jurisdiction	Location	Probability of Future Events	Level of Possible Damage	Maximum Probable Extent/Strength
Alvarado	Limited	Likely	Critical	Major
Burleson	Limited	Likely	Critical	Major
Cleburne	Limited	Likely	Critical	Major
Godley	Limited	Likely	Critical	Major
Joshua	Limited	Likely	Limited	Major
Keene	Limited	Highly Likely	Critical	Major
Johnson County Unincorporated	Limited	Likely	Critical	Major

Table 17: Dam Failure Flooding Profile Summary

Dam Failure Flooding				
Jurisdiction	Location	Probability of Future Events	Level of Possible Damage	Maximum Probable Extent/Strength
Alvarado	Negligible	Unlikely	Minor	Major
Burleson	Negligible	Unlikely	Minor	Major
Cleburne	Negligible	Unlikely	Minor	Major
Joshua	Negligible	Unlikely	Minor	Major
Johnson County Unincorporated	Negligible	Unlikely	Minor	Major

3.2.6 Thunderstorms

A thunderstorm is a storm that consists of rain-bearing clouds and has the potential to produce hail, high winds, and lightning.

- **Hail:** Hail occurs when, at the outgrowth of a severe thunderstorm, balls or irregularly shaped lumps of ice greater than 19.05 mm (0.75 inches) in diameter fall with rain. Evidence indicates maximum hailstone size is the most important parameter relating to structural damage, especially towards the more severe end of the scale. It must be noted that hailstone shapes are also an important feature, especially as the “effective” diameter of non-spheroidal specimens should ideally be an average of the coordinates. Spiked or jagged hail can also increase some aspects of damage.
- **Wind:** Straight-line winds are often responsible for the wind damage associated with a thunderstorm. Downbursts or micro-bursts are examples of damaging straight-line winds. A downburst is a small area of rapidly descending rain and rain-cooled air beneath a thunderstorm that produces a violent, localized downdraft covering 2.5 miles or less. Wind speeds in some of the stronger downbursts can reach 100 to 150 miles per hour, which is similar to that of a strong tornado. The winds produced from a downburst often occur in one direction and the worst damage is usually on the forward side of the downburst.
- **Lightning:** Lightning results from the buildup and discharge of electrical energy between positively and negatively charged areas within thunderstorms. A “bolt” or brilliant flash of light is created when the buildup becomes strong enough. These bolts of lightning can be seen in cloud-to-cloud or cloud-to-ground strikes. Bolts of lightning can reach temperatures approaching 50,000°F.

Thunderstorms are not confined by geographic boundaries and can occur anywhere in the county.

The Thunderstorm Criteria in the Extreme Weather Madness Chart (Figure 16), created by Senior Meteorologist Henry Margusity, describes the rainfall, maximum wind gust, hail size, and lightning frequency. This chart was used by the Local Planning Team to determine the maximum probably intensity in the planning area.

THUNDERSTORM TYPES	Rainfall Rate/hr	MAX WIND GUST	HAIL SIZE	PEAK TORNADO Possibility	LIGHTNING FREQUENCY (5 min Intervals)
T-1 – Weak thunderstorms or Thundershowers	.03-.10	< 25 MPH	None	None	Only a few strikes during the storm.
T-2 – Moderate Thunderstorms.	.10”-.25”	25-40 MPH	None	None	Occasional 1-10
T-3 – Heavy Thunderstorms 1. Singular or lines of storms.	.25”-.55”	40-57 MPH	1/4 “ to 3/4”	EF0	Occasional to Frequent 10-20
T-4 – Intense Thunderstorms 1. Weaker supercells 2. Bow Echoes or lines of Storms	.55” – 1.25”	58 to 70 MPH	1” to 1.5”	EF0 to EF2	Frequent 20-30
T-5 – Extreme Thunderstorms 1. Supercells with family of tornadoes. 2. Derecho Windstorms	1.25” – 4”	Over 70 Mph	Over 1.5” to 4”	EF3 to EF5	Frequent to Continuous. > 30

Copyright 2010 AccuWeather.com by Sr. Meteorologist Henry Margusity

Figure 16: Extreme Weather Madness Chart- Thunderstorm Criteria

Thousands of homes and vehicles can be damaged by high winds, hail, and lightning in a single storm, causing millions of dollars in damage.

Direct lightning strikes have the power to cause significant damage to buildings, critical facilities, infrastructure, and the ignition of wildfires which can result in widespread damage to property and persons. Lightning is the most significant natural contributor to fires affecting the built environment.

Severe thunderstorms can have a significant impact on the local economy. It can lead to reduced productivity and increased absenteeism, as well as increased demand for emergency services and disaster relief. Damage from wind, hail, and lightning can lead to the loss of property and infrastructure and can disrupt transportation and communication infrastructure. Additionally, thunderstorms can lead to power outages and can create hazardous conditions for outdoor activities.

The following table lists the historical thunderstorm events and impacts from 2012-2021 recorded by the National Weather Service, in order of year. Hail, lightning, and thunderstorm wind events were compiled.

Table 18: Historical Events- Thunderstorms

Location	Date	Type	Mag	Death	Injury	Property Damage	Crop Damage
ALVARADO	03/19/2012	Hail	0.88 in.	0	0	0.00K	0.00K
CLEBURNE	03/19/2012	Hail	0.75 in.	0	0	0.00K	0.00K
LAKE ALVARADO	06/06/2012	Hail	1.00 in.	0	0	0.00K	0.00K
CLEBURNE	06/11/2012	Thunderstorm Wind	56 kts. MG	0	0	2.00K	0.00K
CLEBURNE	06/11/2012	Thunderstorm Wind	56 kts. EG	0	0	2.00K	0.00K
ALVARADO	08/12/2012	Thunderstorm Wind	52 kts. EG	0	0	5.00K	0.00K
ALVARADO MUNI ARPT	08/12/2012	Thunderstorm Wind	52 kts. EG	0	0	30.00K	0.00K
CLEBURNE	01/29/2013	Hail	1.00 in.	0	0	0.00K	0.00K
CLEBURNE	01/29/2013	Hail	0.88 in.	0	0	0.00K	0.00K
ALVARADO	03/09/2013	Hail	1.00 in.	0	0	0.00K	0.00K
BURLESON	03/09/2013	Hail	1.00 in.	0	0	0.00K	0.00K
BURLESON	03/09/2013	Hail	0.88 in.	0	0	0.00K	0.00K
CLEBURNE	03/09/2013	Hail	0.75 in.	0	0	0.00K	0.00K
CLEBURNE MUNI ARPT	03/09/2013	Hail	1.75 in.	0	0	2.00K	0.00K
CLEBURNE MUNI ARPT	03/09/2013	Hail	2.00 in.	0	0	5.00K	0.00K
CLEBURNE MUNI ARPT	03/09/2013	Hail	2.75 in.	0	0	0.00K	0.00K
GODLEY	10/26/2013	Hail	1.00 in.	0	0	0.00K	0.00K
LAKE ALVARADO	10/26/2013	Hail	1.50 in.	0	0	5.00K	0.00K
ALVARADO	04/03/2014	Hail	0.88 in.	0	0	0.00K	0.00K
CLEBURNE	04/03/2014	Hail	0.88 in.	0	0	0.00K	0.00K
CLEBURNE	04/03/2014	Hail	1.25 in.	0	0	0.00K	0.00K
CLEBURNE	04/03/2014	Hail	1.00 in.	0	0	0.00K	0.00K
CLEBURNE	04/03/2014	Hail	1.50 in.	0	0	2.00K	0.00K
CLEBURNE	04/03/2014	Hail	0.75 in.	0	0	0.00K	0.00K
GODLEY	04/03/2014	Hail	0.88 in.	0	0	0.00K	0.00K
CLEBURNE	04/27/2014	Hail	1.00 in.	0	0	0.00K	0.00K
CLEBURNE MUNI ARPT	04/27/2014	Hail	1.00 in.	0	0	0.00K	0.00K
ALVARADO MUNI ARPT	05/12/2014	Lightning		0	0	4.00K	0.00K
CLEBURNE	05/12/2014	Hail	0.75 in.	0	0	0.00K	0.00K

Location	Date	Type	Mag	Death	Injury	Property Damage	Crop Damage
CLEBURNE	10/02/2014	Hail	0.88 in.	0	0	0.00K	0.00K
CLEBURNE	10/02/2014	Hail	0.88 in.	0	0	0.00K	0.00K
ALVARADO MUNI ARPT	05/07/2015	Thunderstorm Wind	50 kts. EG	0	0	1.00K	0.00K
CLEBURNE	11/05/2015	Hail	1.00 in.	0	0	0.00K	0.00K
CLEBURNE	11/05/2015	Hail	1.75 in.	0	0	0.00K	0.00K
CLEBURNE	11/05/2015	Hail	2.75 in.	0	0	20.00K	0.00K
CLEBURNE	11/05/2015	Hail	2.00 in.	0	0	0.00K	0.00K
CLEBURNE	11/05/2015	Thunderstorm Wind	50 kts. EG	0	0	0.00K	0.00K
ALVARADO	03/17/2016	Hail	1.00 in.	0	0	0.00K	0.00K
ALVARADO	04/26/2016	Hail	0.75 in.	0	0	0.00K	0.00K
ALVARADO MUNI ARPT	05/11/2016	Hail	0.75 in.	0	0	0.00K	0.00K
LAKE ALVARADO	05/29/2016	Hail	0.75 in.	0	0	0.00K	0.00K
ALVARADO	07/15/2016	Hail	0.75 in.	0	0	0.00K	0.00K
CLEBURNE	07/15/2016	Thunderstorm Wind	52 kts. EG	0	0	0.00K	0.00K
CLEBURNE	07/15/2016	Thunderstorm Wind	52 kts. EG	0	0	0.00K	0.00K
ALVARADO	03/26/2017	Hail	1.00 in.	0	0	0.00K	0.00K
ALVARADO MUNI ARPT	03/26/2017	Hail	1.75 in.	0	0	5.00K	0.00K
CLEBURNE	03/26/2017	Hail	1.50 in.	0	0	0.00K	0.00K
CLEBURNE	03/26/2017	Hail	0.88 in.	0	0	0.00K	0.00K
CLEBURNE	03/26/2017	Hail	2.00 in.	0	0	75.00K	0.00K
GODLEY	04/13/2018	Hail	0.88 in.	0	0	0.00K	0.00K
ALVARADO MUNI ARPT	11/30/2018	Hail	1.00 in.	0	0	0.00K	0.00K
BURLESON	04/17/2019	Hail	2.00 in.	0	0	10.00K	0.00K
BURLESON	04/17/2019	Hail	1.00 in.	0	0	0.00K	0.00K
ALVARADO	03/18/2020	Thunderstorm Wind	50 kts. EG	0	0	0.00K	0.00K
BURLESON	03/18/2020	Thunderstorm Wind	64 kts. EG	0	0	3.00K	0.00K
GODLEY	04/11/2020	Hail	0.88 in.	0	0	0.00K	0.00K
CLEBURNE MUNI ARPT	04/28/2020	Hail	1.50 in.	0	0	0.00K	0.00K
LAKE ALVARADO	04/28/2020	Hail	1.00 in.	0	0	0.00K	0.00K

Location	Date	Type	Mag	Death	Injury	Property Damage	Crop Damage
ALVARADO	05/22/2020	Thunderstorm Wind	61 kts. EG	0	0	0.00K	0.00K
GODLEY	05/03/2021	Hail	1.75 in.	0	0	100.00K	0.00K
GODLEY	05/03/2021	Hail	1.00 in.	0	0	0.00K	0.00K
BURLESON	05/28/2021	Thunderstorm Wind	74 kts. EG	0	0	500.00K	0.00K
ALVARADO	07/27/2021	Thunderstorm Wind	52 kts. EG	0	0	0.00K	0.00K
ALVARADO	07/27/2021	Thunderstorm Wind	70 kts. EG	0	0	75.00K	0.00K
Total Hail:				0	0	214.00K	0.00K
Total Lightning:				0	0	4.00K	0.00K
Total Thunderstorm Wind:						644.00K	0.00K

Source: [NOAA National Centers for Environmental Information](#)

Due to the history of thunderstorms and the presence of climate change, thunderstorms are expected to be a continual threat to the planning area.

Hazard Summary

The following table reflects the profile summary for thunderstorms within the planning area.

Table 19: Thunderstorm Profile Summary

Thunderstorms				
Jurisdiction	Location	Probability of Future Events	Level of Possible Damage	Maximum Probable Extent/Strength
Alvarado	Extensive	Highly Likely	Critical	Major
Burleson	Extensive	Highly Likely	Critical	Major
Cleburne	Extensive	Highly Likely	Critical	Major
Godley	Extensive	Highly Likely	Critical	Major
Joshua	Extensive	Highly Likely	Critical	Major
Keene	Extensive	Highly Likely	Critical	Major
Johnson County Unincorporated	Extensive	Highly Likely	Critical	Major

3.2.7 Tornadoes

A tornado is a narrow, violently rotating column of air that makes contact with the ground. A tornado can either be suspended from, or occur underneath, a cumuliform cloud. It is often, but not always, visible as a condensation funnel.

As part of “Tornado Alley,” which encompasses much of northern Texas northward through Oklahoma, Kansas, Nebraska and parts of New Mexico, South Dakota, Iowa, and eastern Colorado. Johnson County faces a high potential for tornado development. It’s important to keep in mind that tornadoes are not confined by geographic boundaries and can occur anywhere in the country.

The map below shows the average annual frequency of tornadoes in the United States between 1950-1995. According to the map, Johnson County averages 5-7 tornadoes per year.

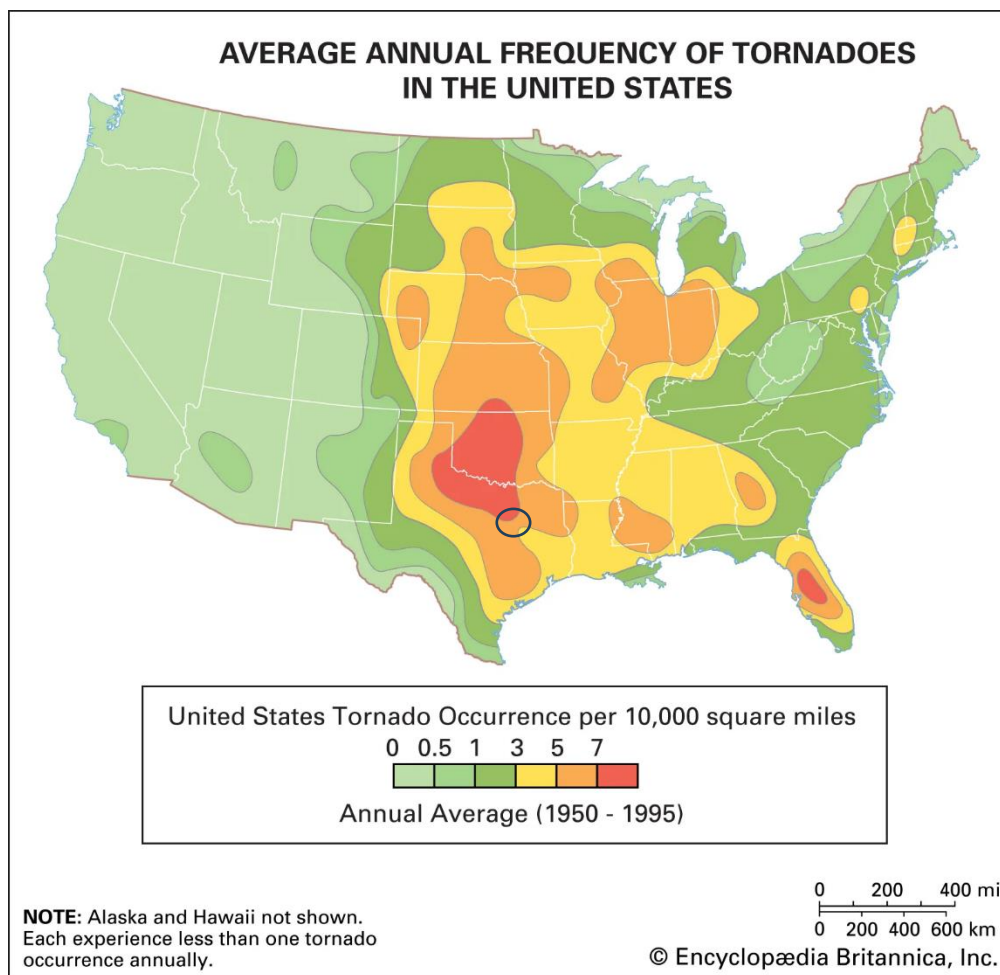


Figure 17: Average Annual Frequency of Tornadoes

The Enhanced Fujita (EF) Scale (Table 20) is used by the National Weather Service to determine the highest wind speed that occurred within the damage path. The NWS is the only federal agency with authority to provide 'official' tornado EF Scale ratings.

Table 20: EF Scale

FUJITA SCALE			DERIVED EF SCALE		OPERATIONAL EF SCALE	
F Number	Fastest 1/4-mile (mph)	3 Second Gust (mph)	EF Number	3 Second Gust (mph)	EF Number	3 Second Gust (mph)
0	40-72	45-78	0	65-85	0	65-85
1	73-112	79-117	1	86-109	1	86-110

FUJITA SCALE			DERIVED EF SCALE		OPERATIONAL EF SCALE	
2	113-157	118-161	2	110-137	2	111-135
3	158-207	162-209	3	138-167	3	136-165
4	208-260	210-261	4	168-199	4	166-200
5	261-318	262-317	5	200-234	5	Over 200

After the NWS evaluator matches the construction or description of the building with the appropriate damage indicator (Table 21).

Table 21: EF Scale Damage Indicators

NUMBER (Details Linked)	DAMAGE INDICATOR	ABBREVIATION
1	Small barns, farm outbuildings	SBO
2	One- or two-family residences	FR12
3	Single-wide mobile home (MHSW)	MHSW
4	Double-wide mobile home	MHDW
5	Apt, condo, townhouse (3 stories or less)	ACT
6	Motel	M
7	Masonry apt. or motel	MAM
8	Small retail bldg. (fast food)	SRB
9	Small professional (doctor office, branch bank)	SPB
10	Strip mall	SM
11	Large shopping mall	LSM
12	Large, isolated ("big box") retail bldg.	LIRB
13	Automobile showroom	ASR
14	Automotive service building	ASB
15	School - 1-story elementary (interior or exterior halls)	ES
16	School - jr. or sr. high school	JHSH
17	Low-rise (1-4 story) bldg.	LRB
18	Mid-rise (5-20 story) bldg.	MRB
19	High-rise (over 20 stories)	HRB
20	Institutional bldg. (hospital, govt. or university)	IB
21	Metal building system	MBS
22	Service station canopy	SSC
23	Warehouse (tilt-up walls or heavy timber)	WHB
24	Transmission line tower	TLT
25	Free-standing tower	FST
26	Free standing pole (light, flag, luminary)	FSP
27	Tree - hardwood	TH
28	Tree - softwood	TS

For each DI, there are eight degrees of damage (Table 22).

Table 22: Degree of Damage (DOD)

DOD	Damage Description	EXP	LB	UB
1	Threshold of visible damage	62	53	78
2	Loss of wood or metal roof panels	74	61	91
3	Collapse of doors	83	68	102
4	Major loss of roof panels	90	78	110
5	Uplift or collapse of roof structure	93	77	114
6	Collapse of walls	97	81	119
7	Overturning or sliding of entire structure	99	83	118
8	Total destruction of building	112	94	131

Potential impacts from tornadoes include:

- Injury or death
- Power outage
- Blocked roadways from trees and damaged property
- Natural gas pipeline breaks – fire injuries, possible deaths
- Transportation disruption
- Rerouting traffic
- Loss of property
- Structure and infrastructure damage
- Misplaced residents
- Natural environment damage, to include protected species and critical habitats

Since 2012, the National Weather Service has reported EF0-EF2 tornadoes in jurisdictions in Johnson County, totaling a combined estimated loss of \$1.940M in property damage. The most costly tornado events were E1 in 2012 and E2 in 2022 (\$1.600M). In both cases several manufactured homes and metal buildings were damaged, roofs lost, and large trees uprooted.

Table 23: Historical Events- Tornadoes

Location	Date	Type	Mag	Death	Injury	Property Damage	Crop Damage
JOSHUA ARPT	4/3/2012	Tornado	EF1	0	0	600.00K	0.00K
BURLESON	4/3/2012	Tornado	EF0	0	0	0.00K	2.00K
GODLEY	5/15/2013	Tornado	EF1	0	0	260.00K	0.00K
GODLEY	5/15/2013	Tornado	EF0	0	0	10.00K	0.00K
GODLEY	1/10/2020	Tornado	EF1	0	0	20.00K	0.00K
JOSHUA ARPT	4/4/2022	Tornado	EF2	0	1	1.000M	0.00K
KEENE	4/4/2022	Tornado	EF0	0	0	50.00K	0.00K
Totals:				0	1	1.940M	2.00K

The following figures from the [National Weather Service \(NWS\) Fort Worth Tornado Climatology](#) reflect historical tornado events in the county.

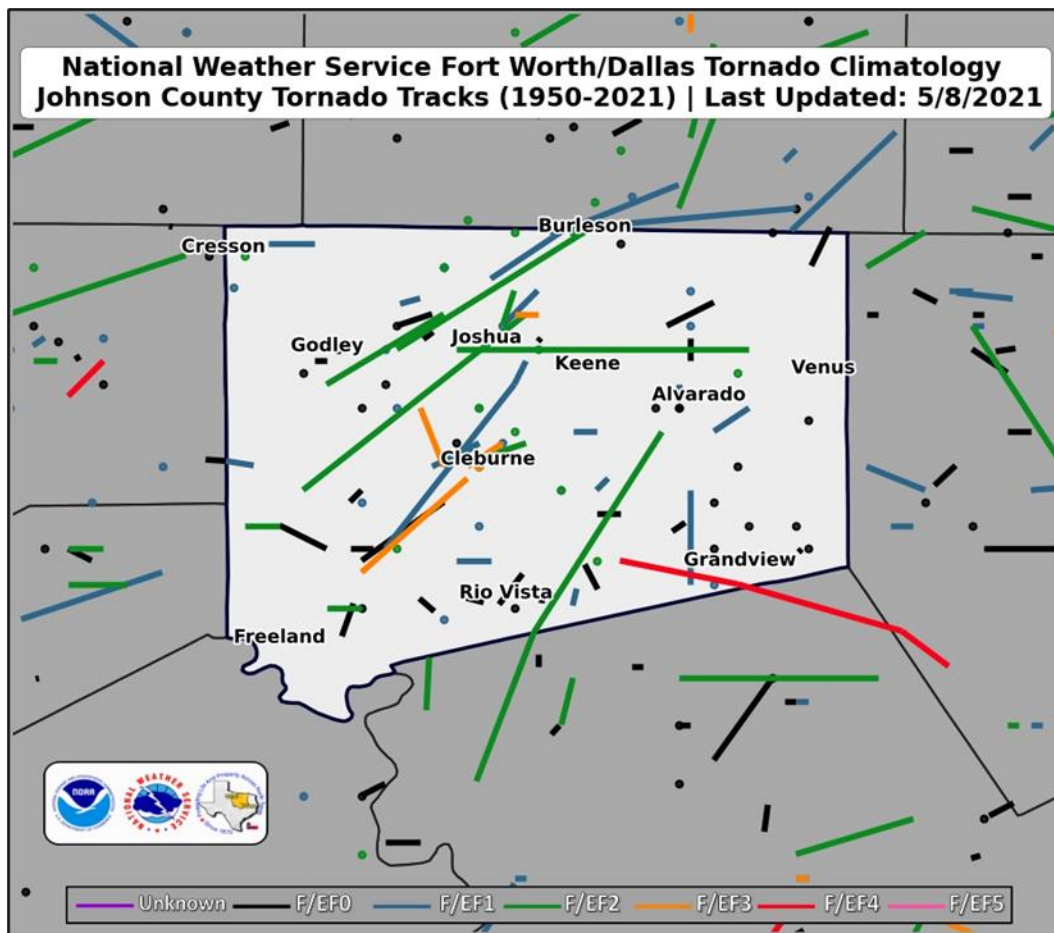


Figure 18: Tornado Tracks from 1950-2021

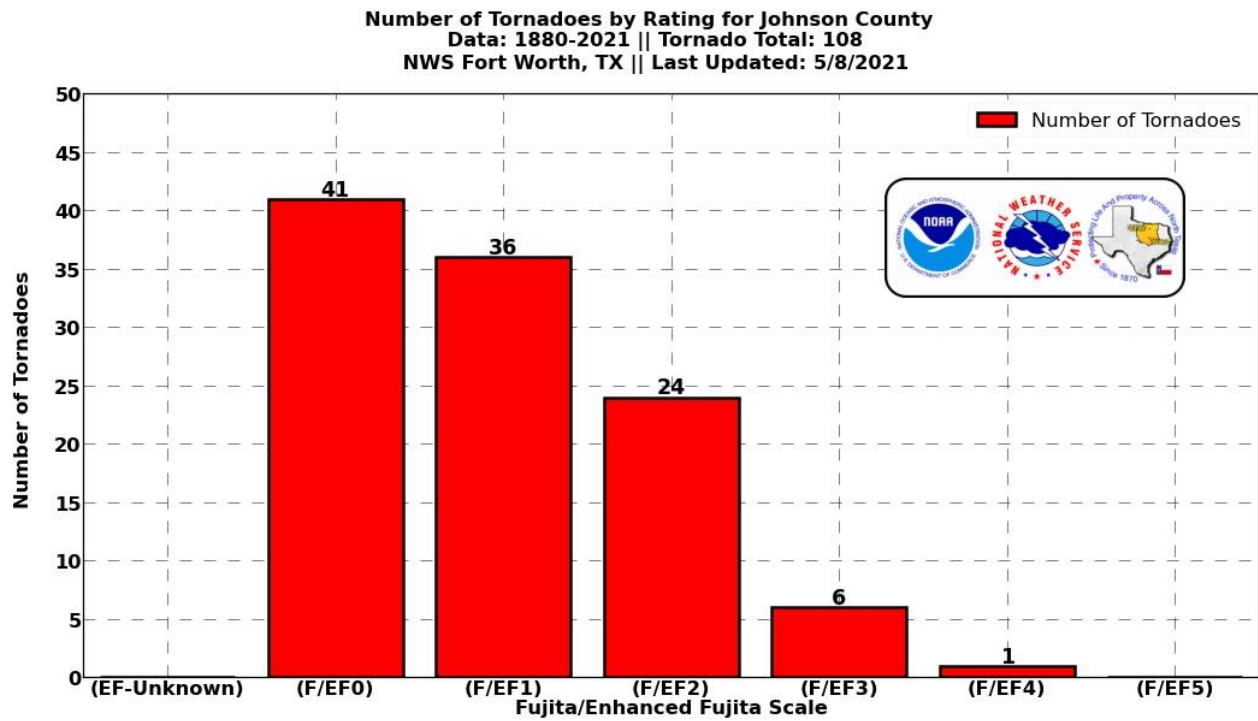


Figure 19: Number of Tornadoes by Rating

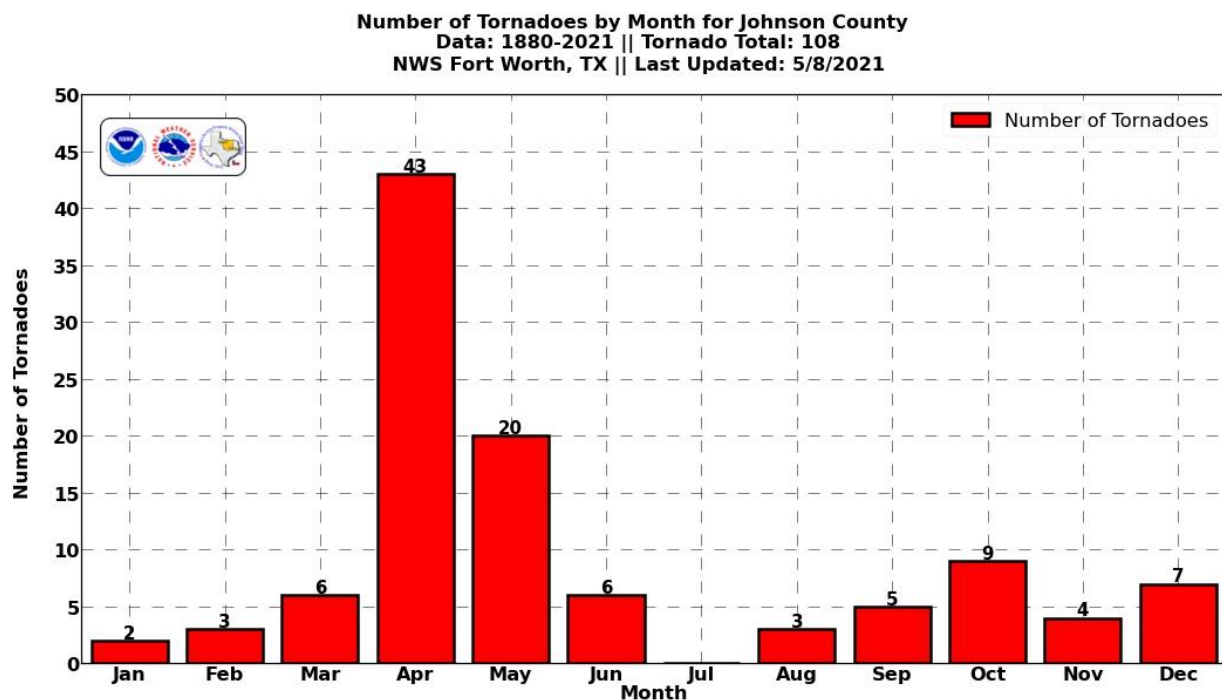


Figure 20: Number of Tornadoes by Month

Using this historical data, we can predict that there will be similar future tornado events and losses in the county.

Hazard Summary

The following table reflects the profile summary for tornadoes within the planning area.

Table 24: Tornado Profile Summary

Tornadoes				
Jurisdiction	Location	Probability of Future Events	Level of Possible Damage	Maximum Probable Extent/Strength
Alvarado	Extensive	Highly Likely	Catastrophic	Medium
Burleson	Extensive	Highly Likely	Catastrophic	Medium
Cleburne	Extensive	Highly Likely	Catastrophic	Medium
Godley	Extensive	Highly Likely	Catastrophic	Medium
Joshua	Extensive	Highly Likely	Catastrophic	Medium
Keene	Extensive	Highly Likely	Catastrophic	Medium
Johnson County Unincorporated	Extensive	Highly Likely	Critical	Medium

3.2.8 Wildfires

The profile data for wildfires was provided by the Texas A&M Forest Service, the leading state agency to respond to wildfires. Environmental weather parameters needed to compute fire behavior characteristics include 1-hour, 10-hour, and 100-hour timelag fuel moistures, herbaceous fuel moisture, woody fuel moisture, and the 20-foot 10-minute average wind speed. There are two primary fire types if wildfire – surface fire and canopy fire. Canopy fire can be further subdivided into passive canopy fire and active canopy fire. A short description of each of these is provided below:

Surface Fire

A fire that spreads through surface fuel without consuming any overlying canopy fuel. Surface fuels include grass, timber litter, shrub/brush, slash and other dead or live vegetation within about 6 feet of the ground.



Passive Canopy Fire

A type of crown fire in which the crowns of individual trees or small groups of trees burn, but solid flaming in the canopy cannot be maintained except for short periods (Scott & Reinhardt, 2001).



Active Canopy Fire

A crown fire in which the entire fuel complex (canopy) is involved in flame, but the crowning phase remains dependent on heat released from surface fuel for continued spread (Scott & Reinhardt, 2001).



In Johnson County, residents are most threatened by surface fires except for the very southwest corner of the county.

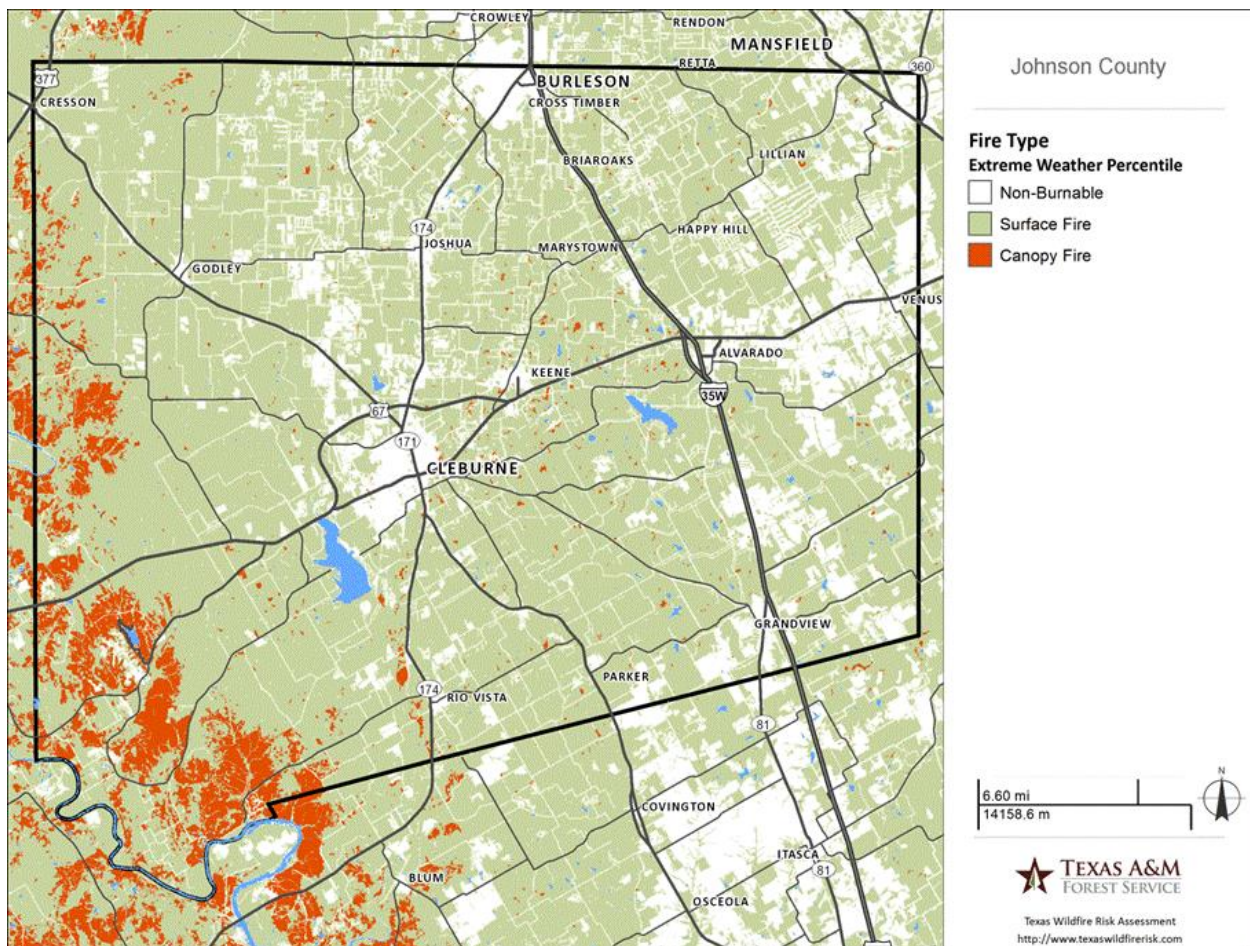


Figure 21: Fire Type

Wildfires are fueled almost exclusively by natural vegetation. Interface or intermix fires are urban/wildland fires in which vegetation and the built environment provide fuel. The following chart shows the vegetation, and thus the amount of fuel sources, in Johnson County. Grassland is the most common class compared to other vegetation classes and it can be used for grazing.

Table 25: Johnson County Vegetation

	Class	Description	Acres	Percent
	Open Water	All areas of open water, generally with < 25% cover of vegetation or soil	4,279	0.9 %
	Developed Open Space	Impervious surfaces account for < 20% of total cover (i.e. golf courses, parks, etc...)	26,181	5.5 %
	Developed Low Intensity	Impervious surfaces account for 20-49% of total cover	24,727	5.2 %
	Developed Medium Intensity	Impervious surfaces account for 50-79% of total cover	3,101	0.7 %
	Developed High Intensity	Impervious surfaces account for 80-100% of total cover	1,628	0.3 %
	Barren Land (Rock/Sand/Clay)	Vegetation generally accounts for <15% of total cover	675	0.1 %
	Cultivated Crops	Areas used for the production of annual crops, includes land being actively tilled	37,313	7.9 %
	Pasture/Hay	Areas of grasses and/or legumes planted for livestock grazing or hay production	46,322	9.8 %
	Grassland/Herbaceous	Areas dominated (> 80%) by graminoid or herbaceous vegetation, can be grazed	248,212	52.5 %
	Marsh	Low wet areas dominated (>80%) by herbaceous vegetation	14	0.0 %
	Shrub/Scrub	Areas dominated by shrubs/trees < 5 meters tall, shrub canopy > than 20% of total vegetation	539	0.1 %
	Floodplain Forest	> 20% tree cover, the soil is periodically covered or saturated with water	8,133	1.7 %
	Deciduous Forest	> 20% tree cover, >75% of tree species shed leaves in response to seasonal change	40,040	8.5 %
	Live Oak Forest	> 20% tree cover, live oak species represent >75% of the total tree cover	3,492	0.7 %
	Live Oak/Deciduous Forest	> 20% tree cover, neither live oak or deciduous species represent >75% of the total tree cover	0	0.0 %
	Juniper or Juniper/Live Oak Forest	> 20% tree cover, juniper or juniper/live oak species represent > 75% of the total tree cover	8,208	1.7 %
	Juniper/Deciduous Forest	> 20% tree cover, neither juniper or deciduous species represent > 75% of the total tree cover	19,884	4.2 %
	Pinyon/Juniper Forest	> 20% tree cover, pinyon or juniper species represent > 75% of the total tree cover	0	0.0 %
	Eastern Redcedar Forest	> 20% tree cover, eastern redcedar represents > 75% of the total tree cover	0	0.0 %
	Eastern Redcedar/Deciduous Forest	> 20% tree cover, neither eastern redcedar or deciduous species represent > 75% of the total tree cover	0	0.0 %
	Pine Forest	> 20% tree cover, pine species represent > 75% of the total tree cover	0	0.0 %
	Pine Regeneration	Areas of pine forest in an early successional or transitional stage	0	0.0 %
	Pine/Deciduous Forest	> 20% tree cover, neither pine or deciduous species represent > 75% of the total tree cover	0	0.0 %
	Pine/Deciduous Regeneration	Areas of pine or pine/deciduous forest in an early	0	0.0 %

Class	Description	Acres	Percent
	successional or transitional stage		
Total		472,748	100.0 %

Source: Texas Wildfire Risk Assessment Portal Professional Viewer.

While wildfires know no boundaries, the Characteristic Fire Intensity Scale (FIS) identifies areas where significant fuel hazards and associated dangerous fire behavior potential exist based on a weighted average of four percentile weather categories. Similar to the Richter scale for earthquakes, FIS provides a standard scale to measure potential wildfire intensity. FIS consists of 5 classes where the order of magnitude between classes is ten-fold. The minimum class, Class 1, represents very low wildfire intensities and the maximum class, Class 5, represents very high wildfire intensities. Refer to descriptions below.

- **Class 1, Very Low:** Very small, discontinuous flames, usually less than 1 foot in length; very low rate of spread; no spotting. Fires are typically easy to suppress by firefighters with basic training and non-specialized equipment.
- **Class 2, Low:** Small flames, usually less than two feet long; small amount of very short range spotting possible. Fires are easy to suppress by trained firefighters with protective equipment and specialized tools.
- **Class 3, Moderate:** Flames up to 8 feet in length; short-range spotting is possible. Trained firefighters will find these fires difficult to suppress without support from aircraft or engines, but dozer and plows are generally effective. Increasing potential for harm or damage to life and property.
- **Class 4, High:** Large Flames, up to 30 feet in length; short-range spotting common; medium range spotting possible. Direct attack by trained firefighters, engines, and dozers is generally ineffective, indirect attack may be effective. Significant potential for harm or damage to life and property.
- **Class 5, Very High:** Very large flames up to 150 feet in length; profuse short-range spotting, frequent long-range spotting; strong fire-induced winds. Indirect attack marginally effective at the head of the fire. Great potential for harm or damage to life and property.

The Characteristic FIS does not incorporate historical occurrence information. It only evaluates the potential fire behavior for an area, regardless if any fires have occurred there in the past. This additional information allows mitigation planners to quickly identify areas where dangerous fire behavior potential exists in relationship to nearby homes or other valued assets.

The FIS Map in Figure 22 shows that most of the county has an FIS score of Class 3-4.

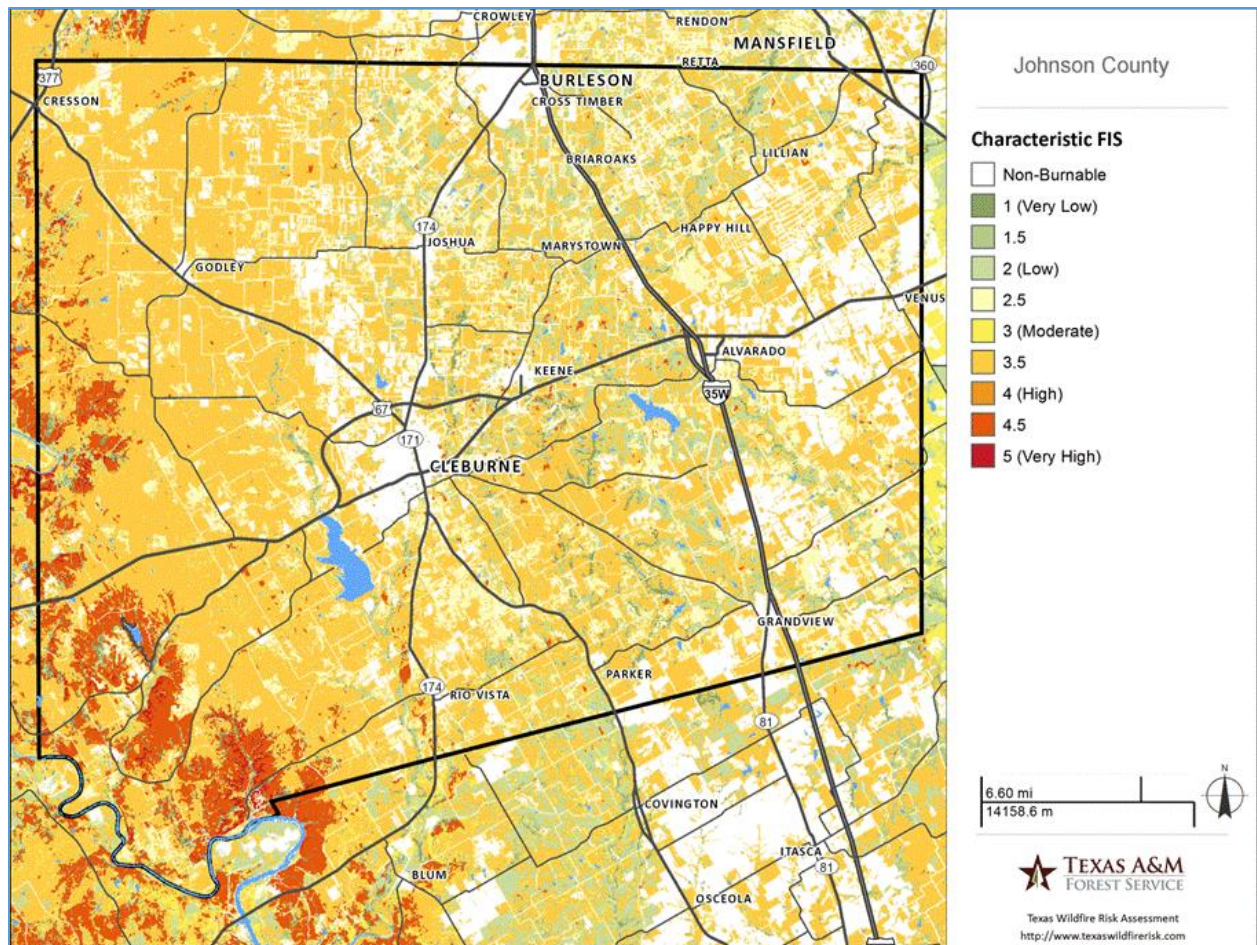


Figure 22: Fire Intensity Scale

The following graphs better reflect the FIS Class within each participating jurisdiction.

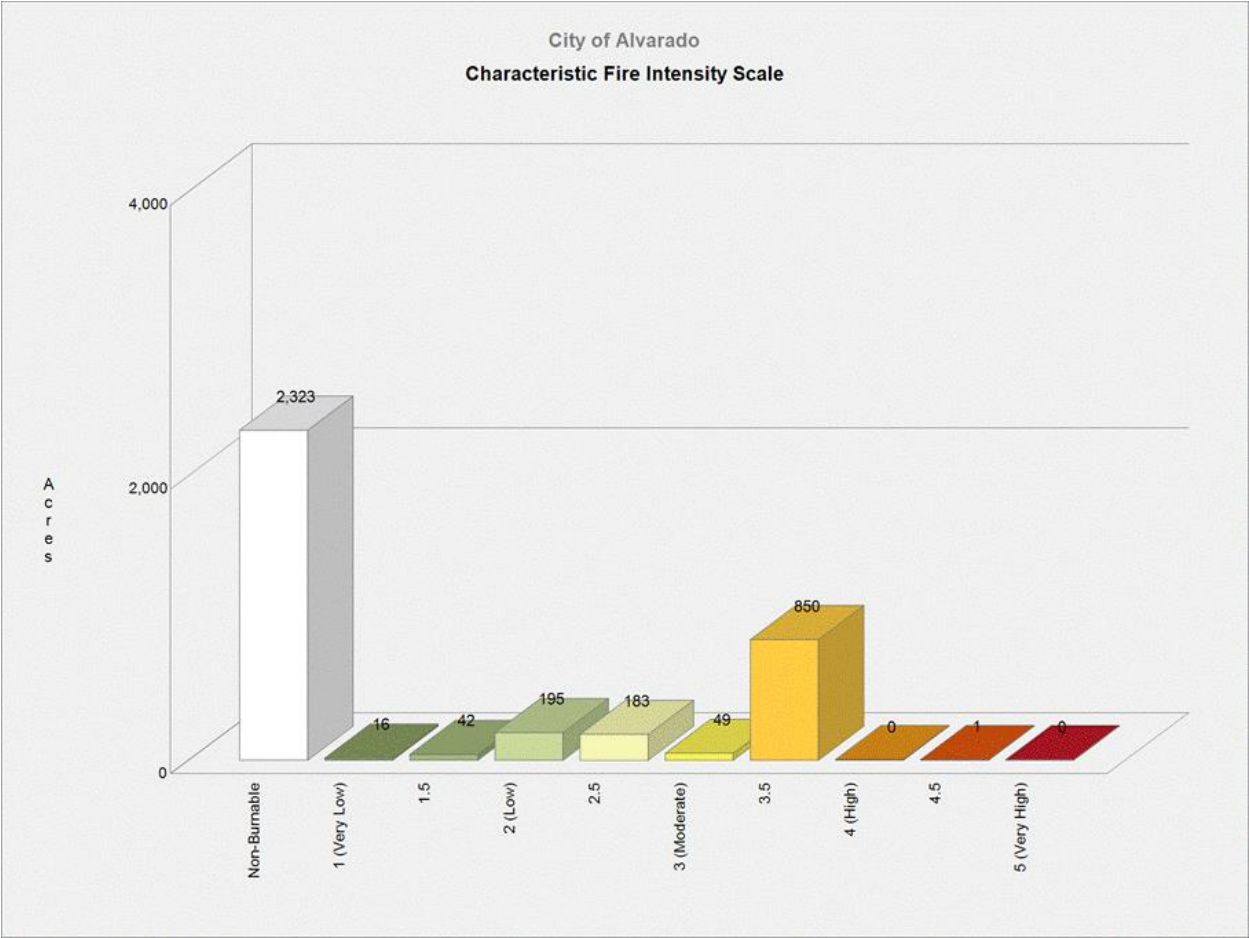


Figure 23: Alvarado FIS

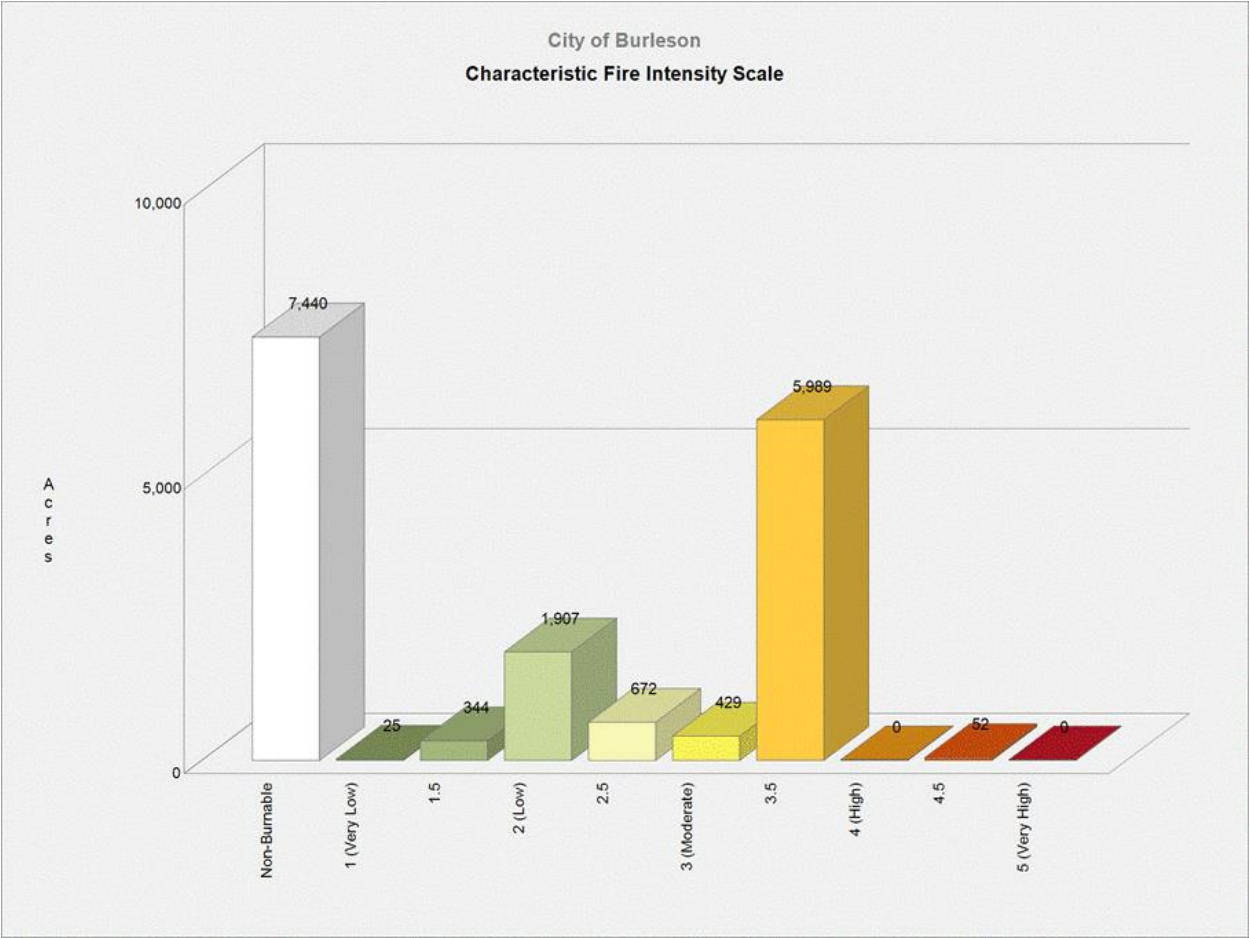


Figure 24: Burleson FIS

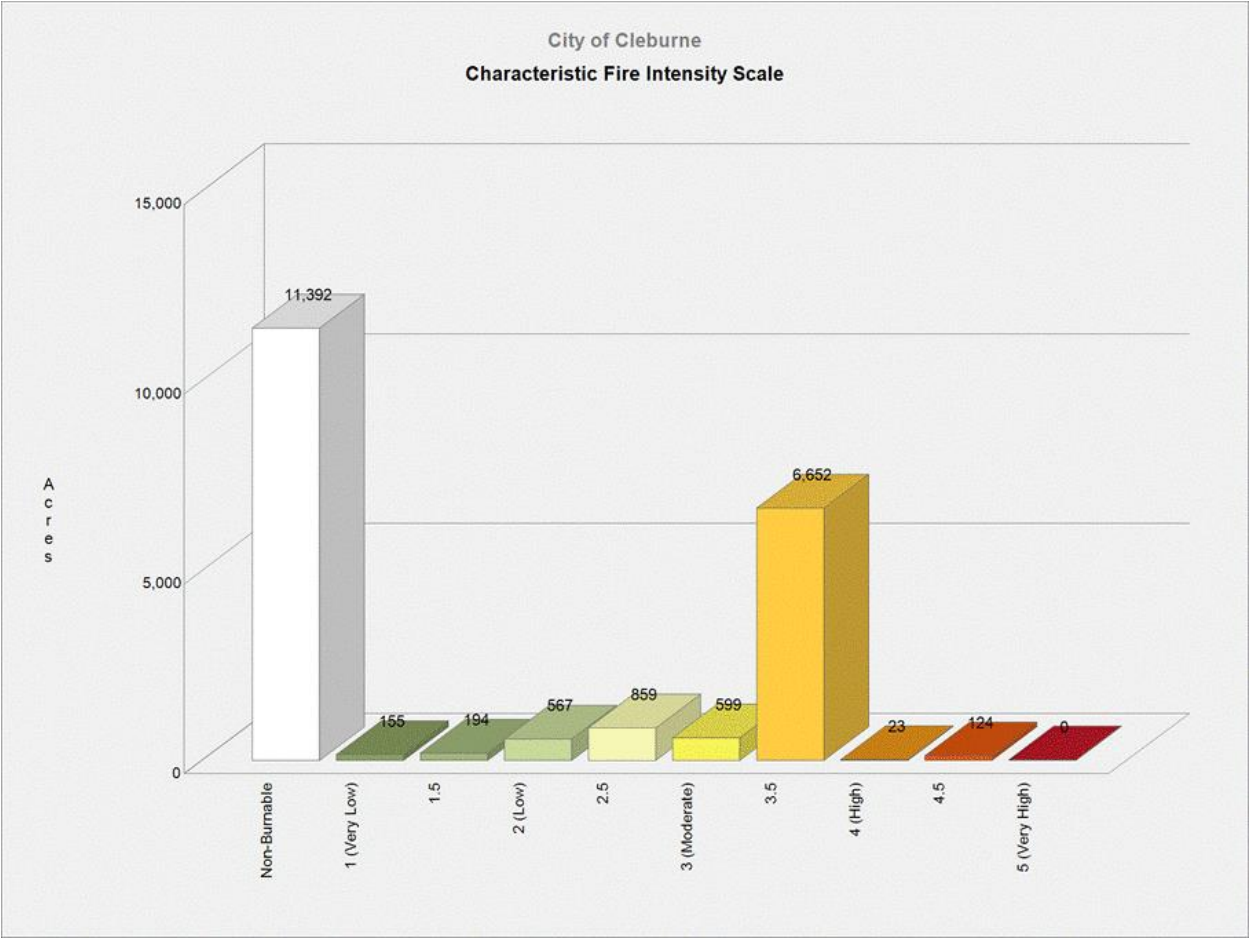


Figure 25: Cleburne FIS

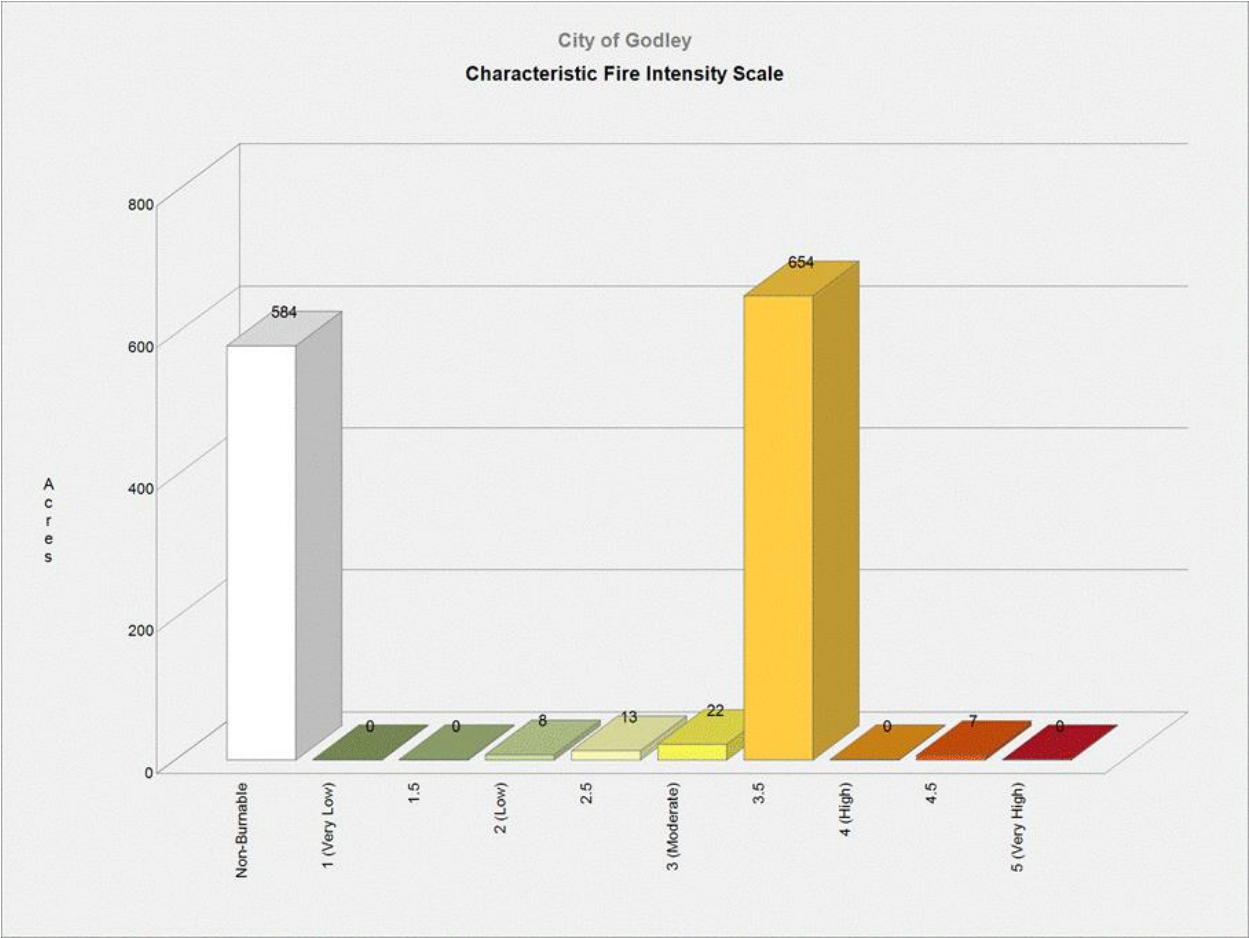


Figure 26: Godley FIS

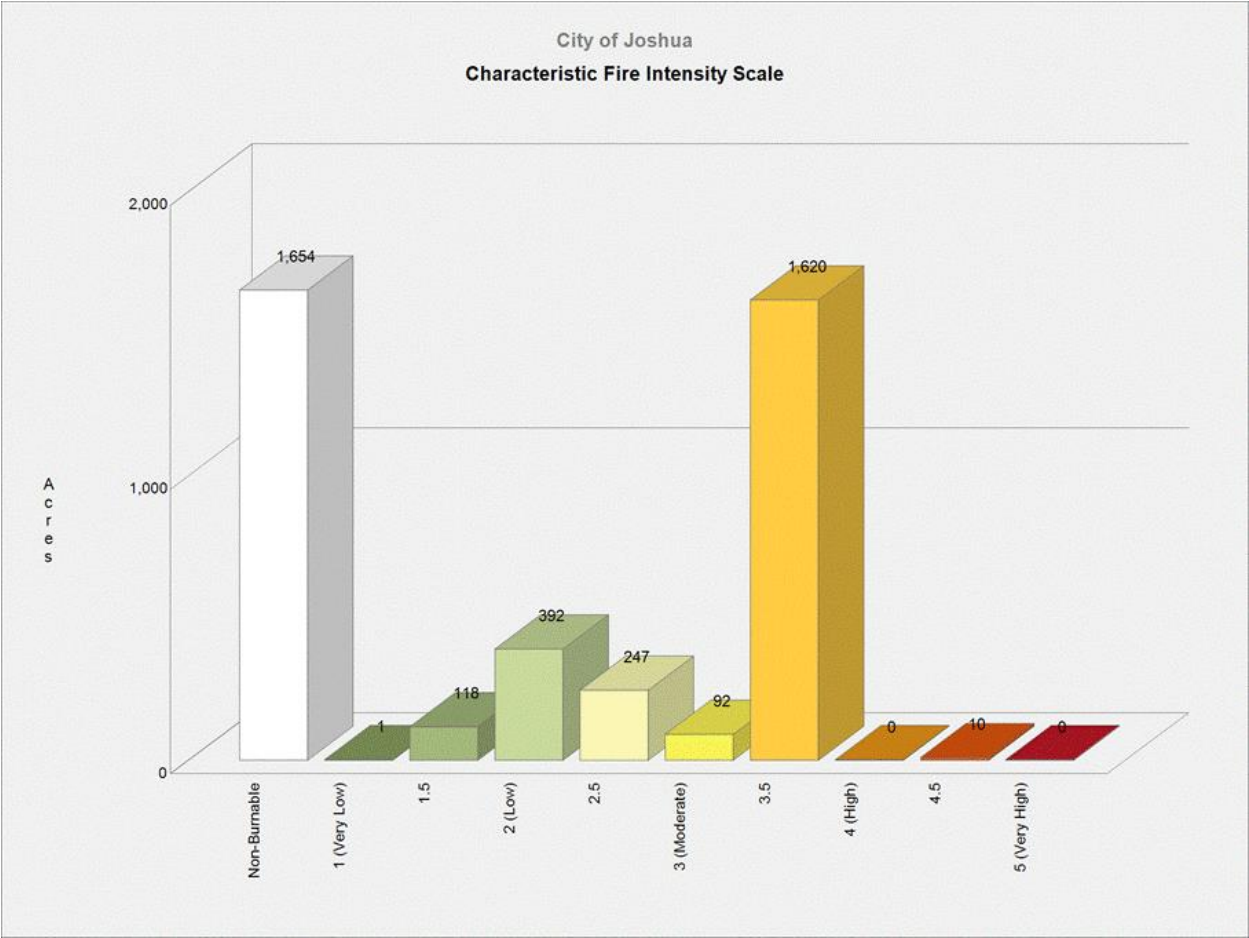


Figure 27: Joshua FIS

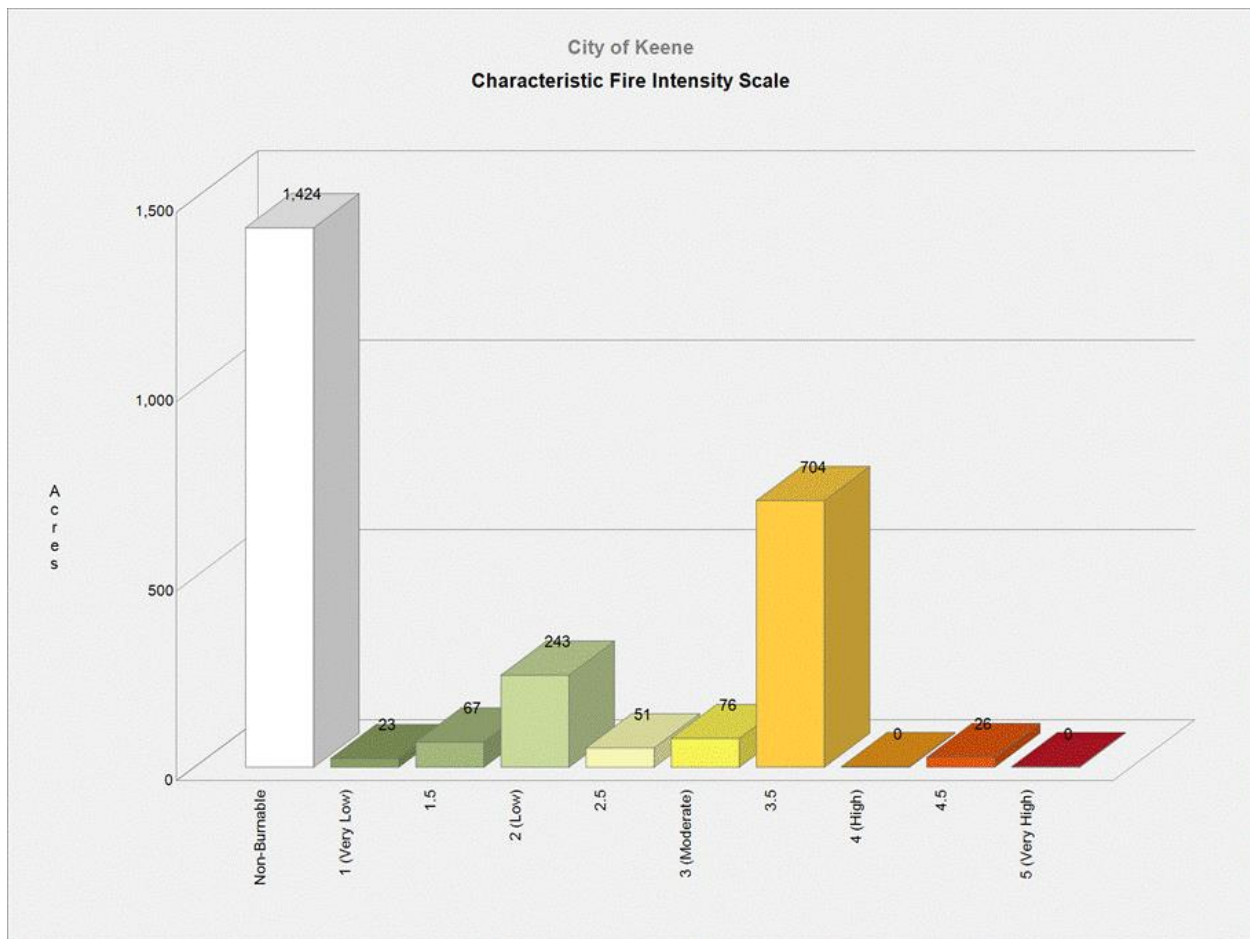


Figure 28: Keene FIS

One of the unique vulnerabilities to wildfires is the wildland-urban interface (WUI). The WUI is an area of development that is susceptible to wildfires due to the number of structures located in an area with vegetation that can act as fuel for a wildfire. The WUI creates an environment in which fire can move readily between structural and vegetation fuels. The expansion of these areas has increased the likelihood that wildfires will threaten structures and people. The WUI Map in Figure 29 reflects housing density depicting where humans and their structures meet or intermix with wildland fuels and shows that all participating jurisdictions in this plan have highly populated WUI areas in their communities.

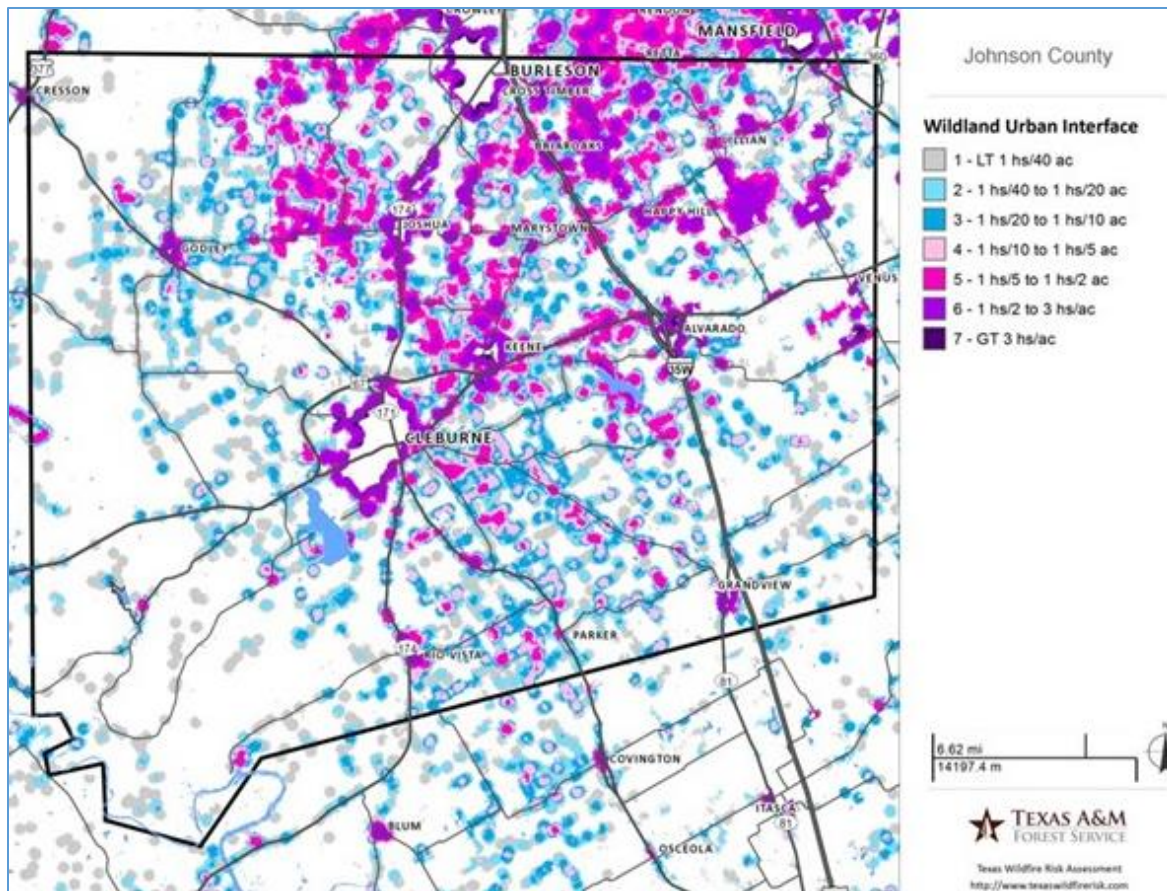


Figure 29: WUI Map

Potential impacts from wildfires include:

- Injury or death
- Property and fence damage
- Road closure
- Loss of power – burning utility poles
- Loss of property
- Loss of crops and livestock
- Structure and infrastructure damage
- Misplaced residents
- Loss of resources
- Natural environments damage, to include protected species and critical habitats

Common practices to minimize the spread of wildfire are fuel breaks and fire breaks. A **fuel break** is the thinning of vegetation, or fuels, over a specific area of land. They are most commonly used to surround a community and slow the spread of a wildfire. By decreasing the amount of vegetation that the fire has to travel through, the risk of extreme fire behavior greatly depreciates.

Types of fuel breaks include:

- **Mechanical Treatments-** A mechanical treatment removes fuels by cutting shrubs, small trees and ladder fuels that make up the understory of a forested area. Materials are either taken from the site or chipped into smaller pieces. Fuels are selected for removal based on how they would contribute to a wildfire. For example, a thick patch of cedar could readily ignite and release significant heat and embers. This fuel type contributes to the rapid spread of a wildfire and would need to be removed.

The objective of mechanical treatment is to reduce the intensity of wildfire. If there is less fuel to burn the fire stays low to the ground giving firefighters a safer condition in which to work.

- **Mulching-** A mulching operation is intended to break fuels into smaller pieces and spread them within the fuel break. While the smaller pieces will still carry fire, they will significantly reduce the intensity of it. The goal is to reduce ladder fuels like tall brush that could carry a ground fire into the top of a tree.

Mulching equipment is classified as either traditional mowers or mulchers that grind the material. Heavy duty mowers are useful when fuels are small enough to be pushed over. However, for sites with an established woody mid-story, or ladder fuels, other equipment may be needed.

- **Herbicide Treatment-** Herbicides are used to control invasive species of plants that will “take over” an area. Invasive plant species can also be reduced with mechanical thinning.

The effectiveness of herbicide treatments depends on existing vegetation, topography, and other local restrictions. Thick underbrush may require mechanical treatments prior to the use of herbicides.

- **Grazing-** Removing fuels by grazing relies on the consumption of plants by animals. Various types of livestock are used in this way across the state, including Johnson County.
- **Prescribed Burning-** Prescribed or controlled, burning is the most commonly used tool for managing hazardous fuel buildups because of its relatively low cost per acre. Prescribed fire improves natural habitats and reduces heavy fuels. It is important to use a certified prescribe burn manager to improve fire safety and reduce smoke management issues.

Fuel breaks are most effective when placed along a natural fire break like a road. Choosing a site along a road also allows easy access for equipment. Regular maintenance of breaks increases their effectiveness in preventing wildfires. To maintain a fuel break, the use of herbicides as a follow up treatment to mulching will help reduce the amount of weed sprouts. Grazing is also an option to maintain a fuel break.

When creating a fuel break, these tips should be used:

- Follow a natural fire break or contour lines.
- Prune large trees to 10 feet from ground.
- Remove ladder fuels such as tall brush and small trees.
- Thin trees to create a crown spacing of 25 to 30 feet.
- Break up thick areas of brush.
- Maintain a minimum width of 60 feet on flat land and 100 feet on slopes.

A **fire break** is a break in vegetation. In some cases, it may be a gravel road, a river, or a clearing made by a bulldozer. A 'green' fire break uses grasses with high moisture content, such as winter rye or winter wheat to provide a break in the continuity of the fuel. If wide enough, a fire break will stop the spread of direct flame. However, embers can still be lofted into the air and travel across the line.

Considering the various types of fuel and fire breaks, the participating jurisdictions who have identified wildfires as a threat have listed wildfire mitigation actions in Chapter 4, along with actions for all the other identified hazards.

Seventeen years of historic fire report data was used to create the Fire Occurrence Summary Chart below. Data was obtained from state and local fire department report data sources for the years 2005 to 2021.

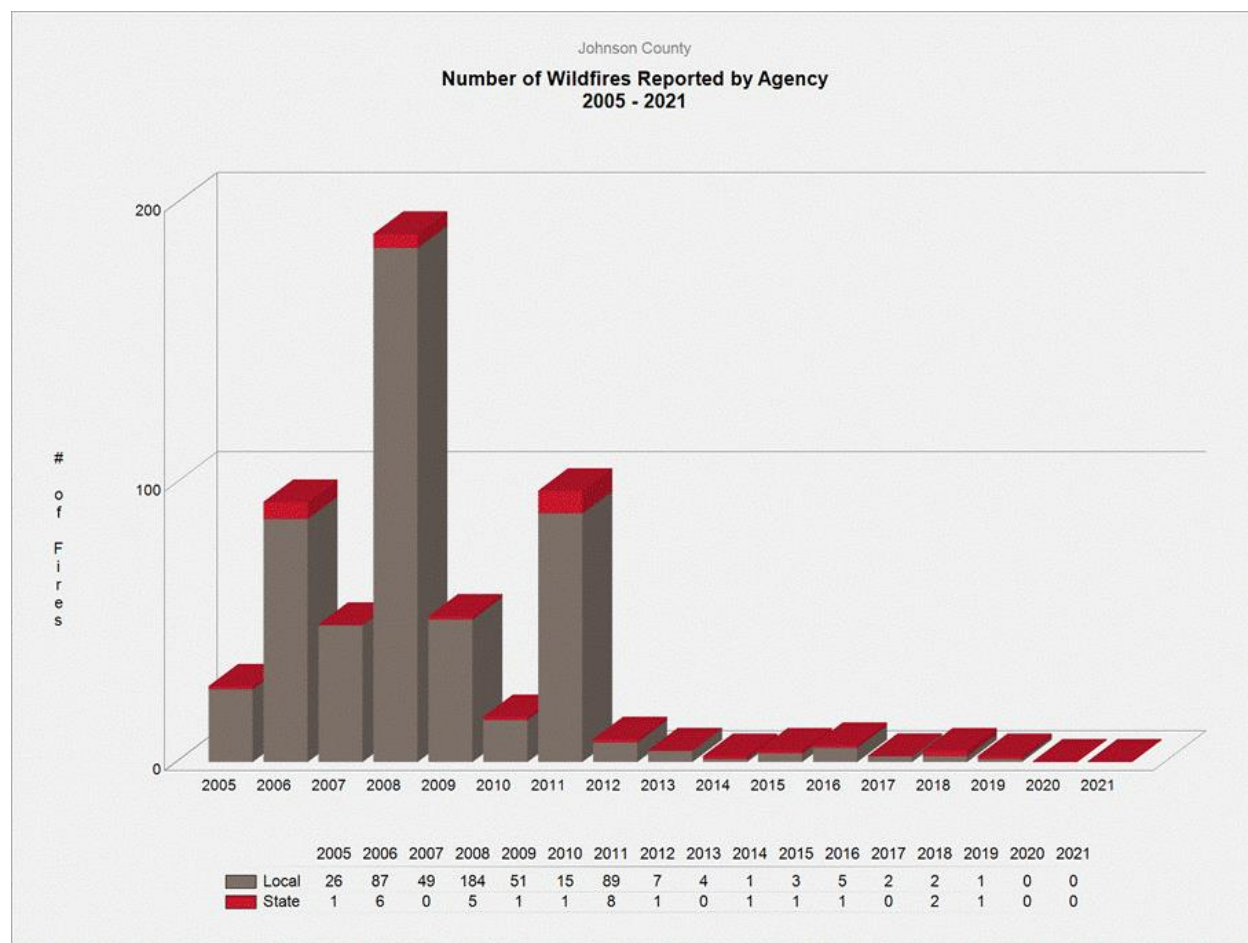


Figure 30: 2005-2021 Fire Occurrence Summary Chart

Debris burning, equipment use, and miscellaneous were the three primary causes of wildfires, with over 200 fires started by each (see Figure 31).

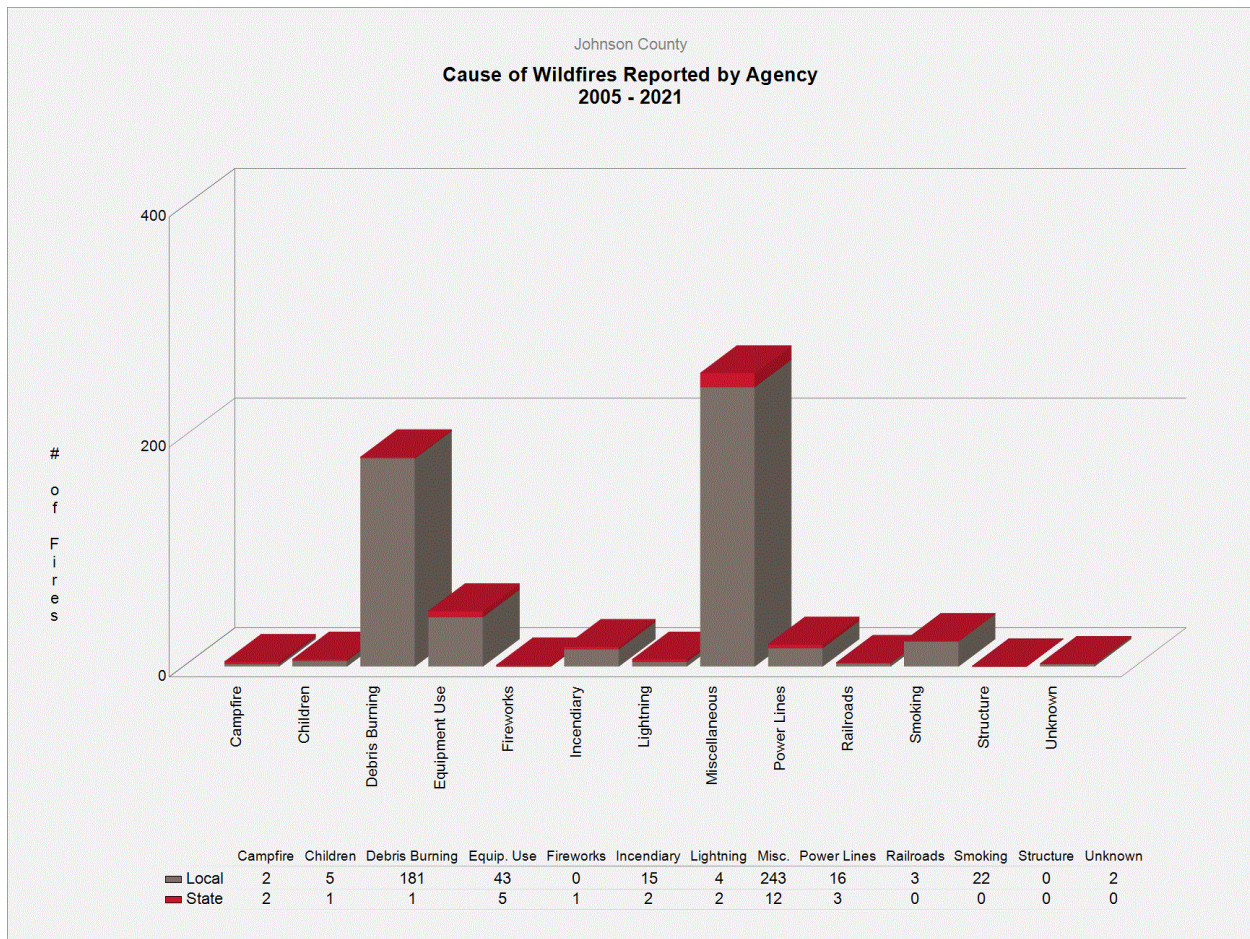


Figure 31: Cause of Fires

We can determine the possibility of wildfires by looking at Wildfire Threat in Figure 32. Wildfire Threat is the likelihood of a wildfire occurring or burning into an area. Threat is derived by combining several landscape characteristics including surface fuels and canopy fuels, resultant fire behavior, historical fire occurrence, percentile weather derived from historical weather observations, and terrain conditions. These inputs are combined using analysis techniques based on established fire science.

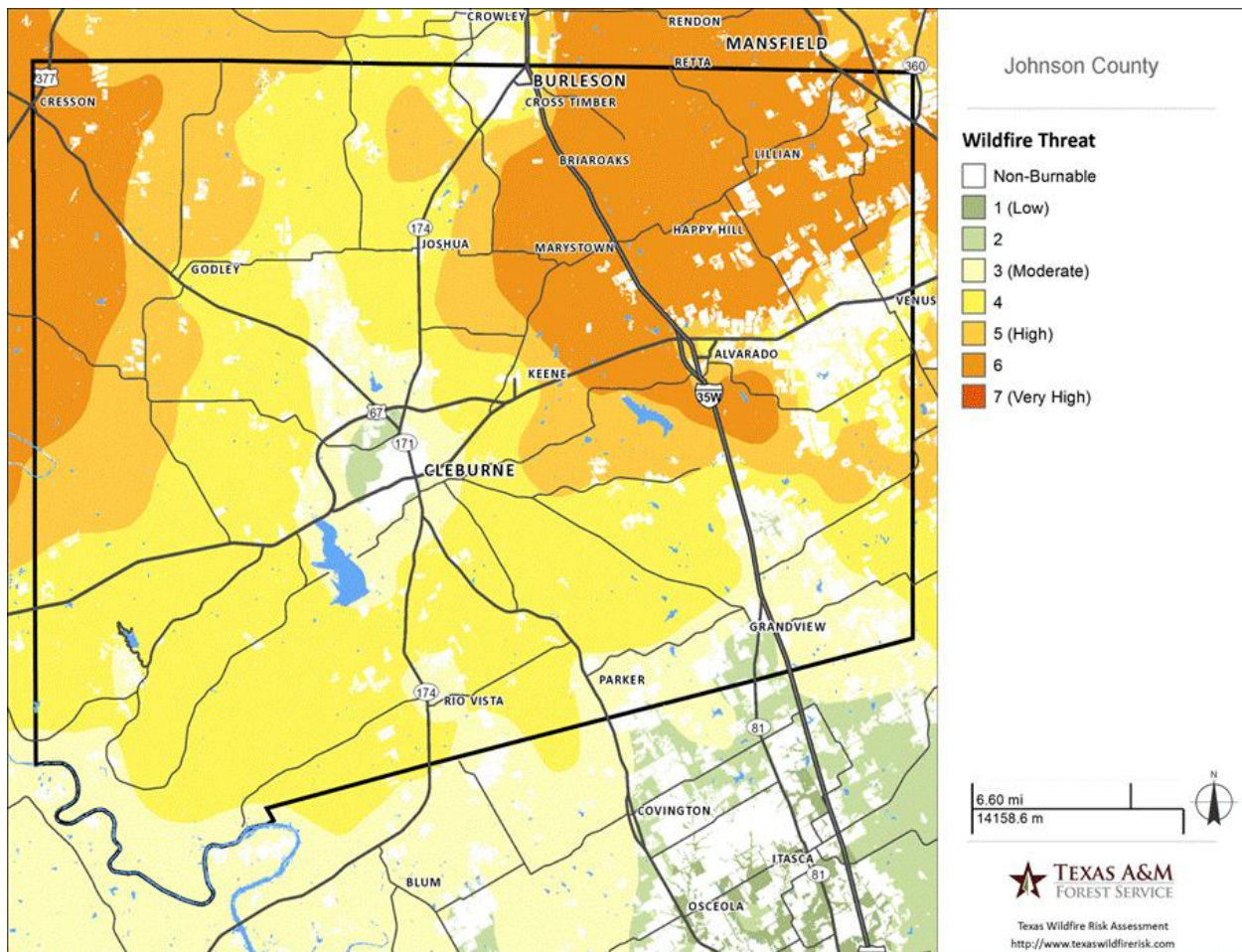


Figure 32: Wildfire Threat

The following maps show a more detailed outlook at the Wildfire Threat for each participating jurisdiction.

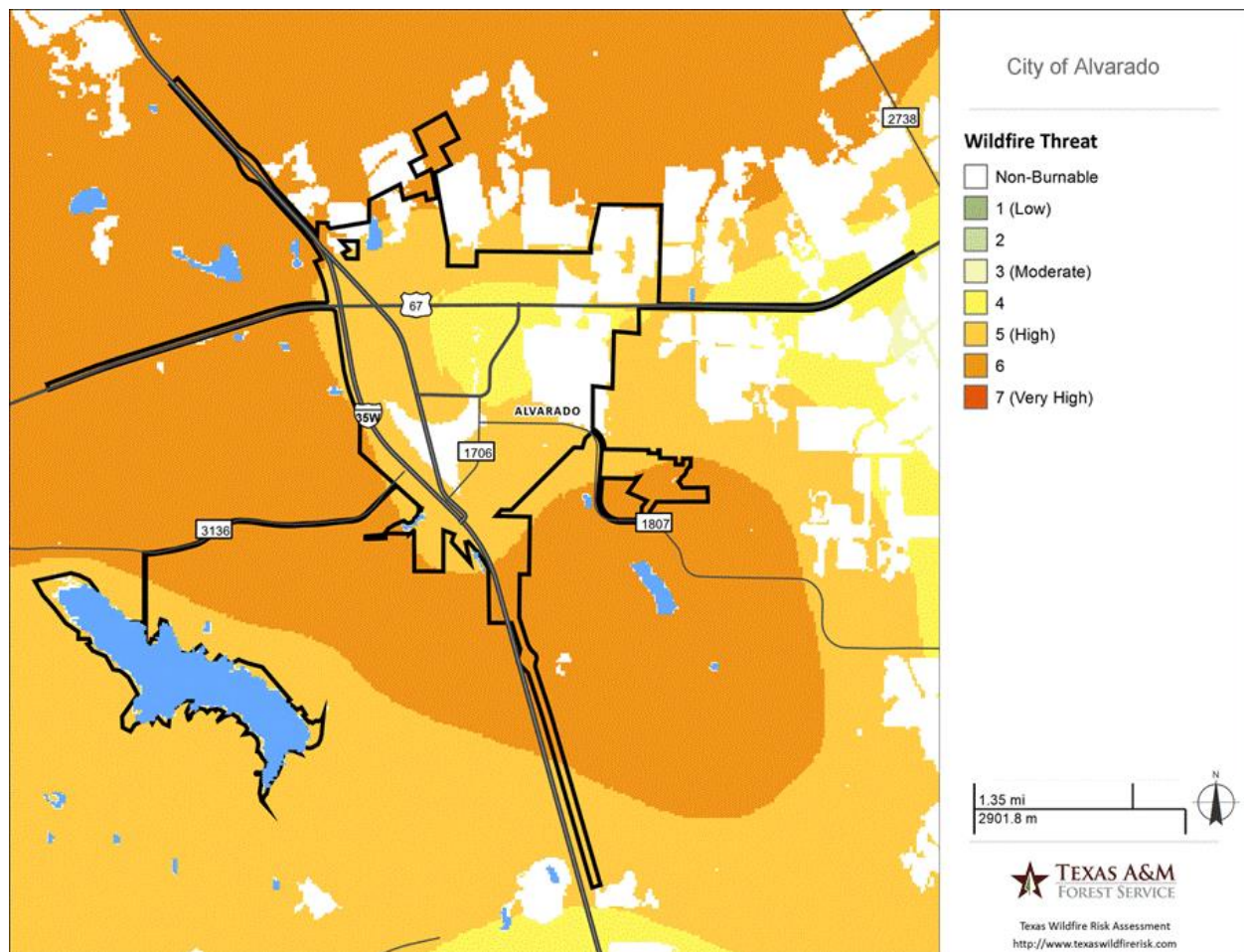


Figure 33: Alvarado Wildfire Threat

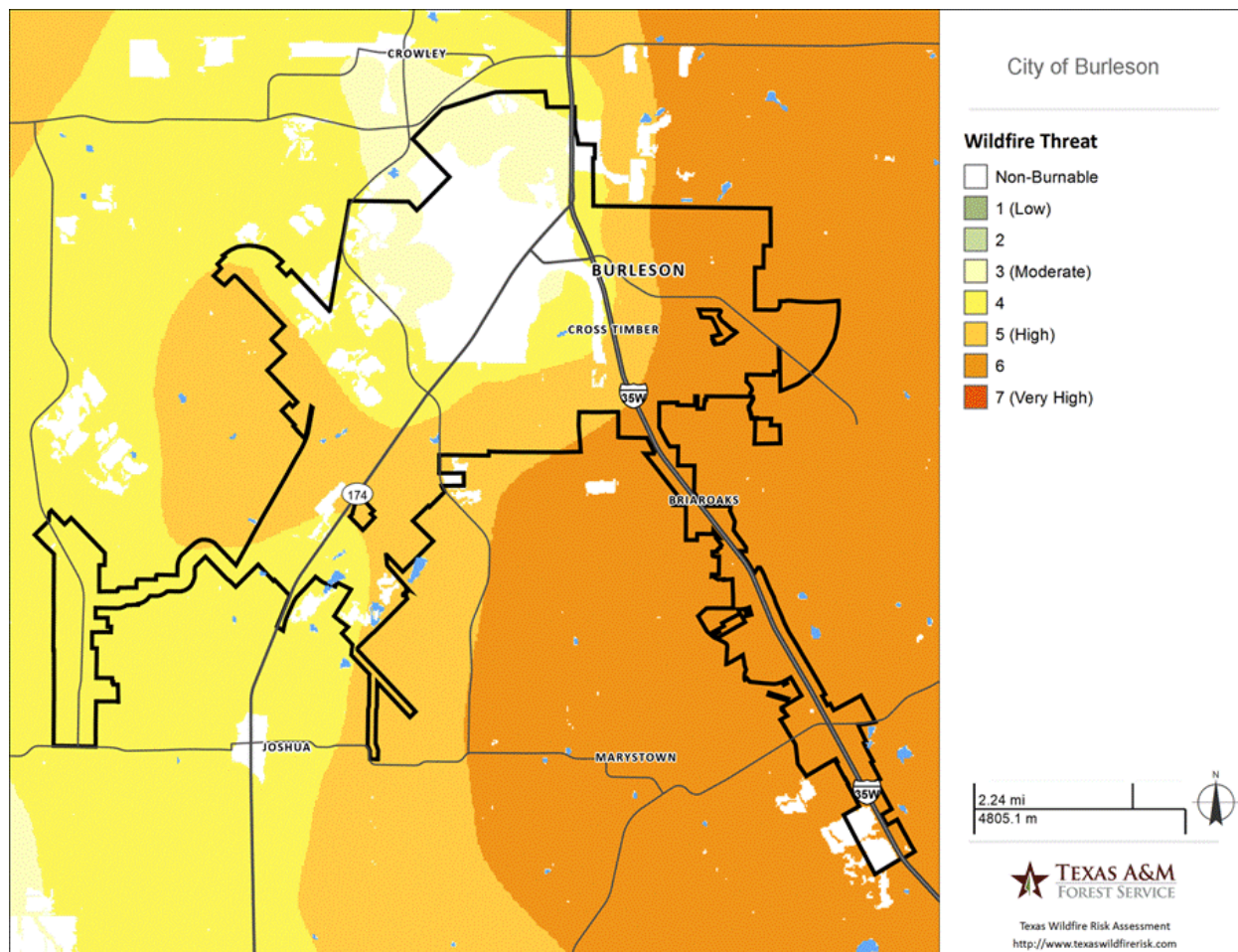


Figure 34: Burleson Wildfire Threat

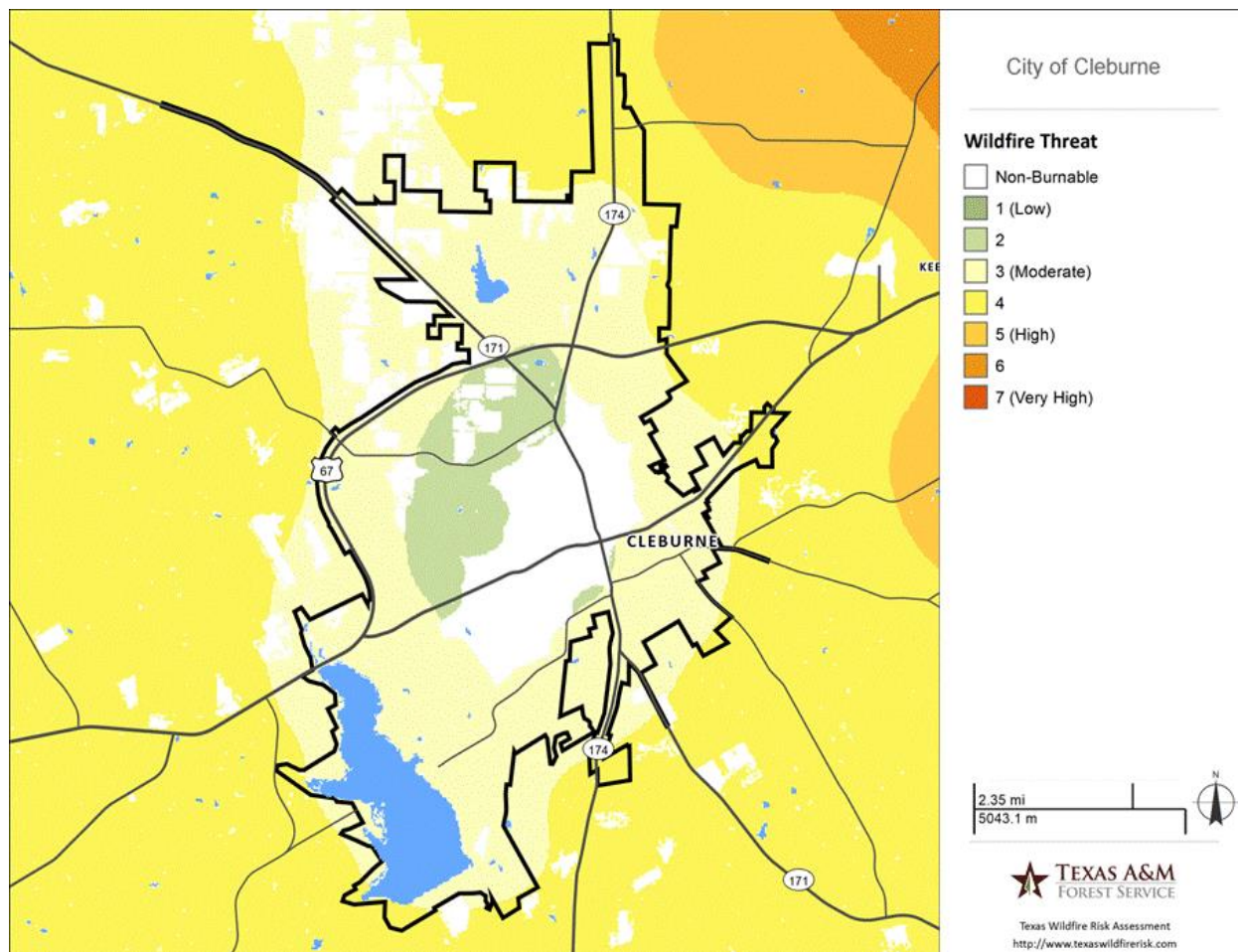


Figure 35: Cleburne Wildfire Threat

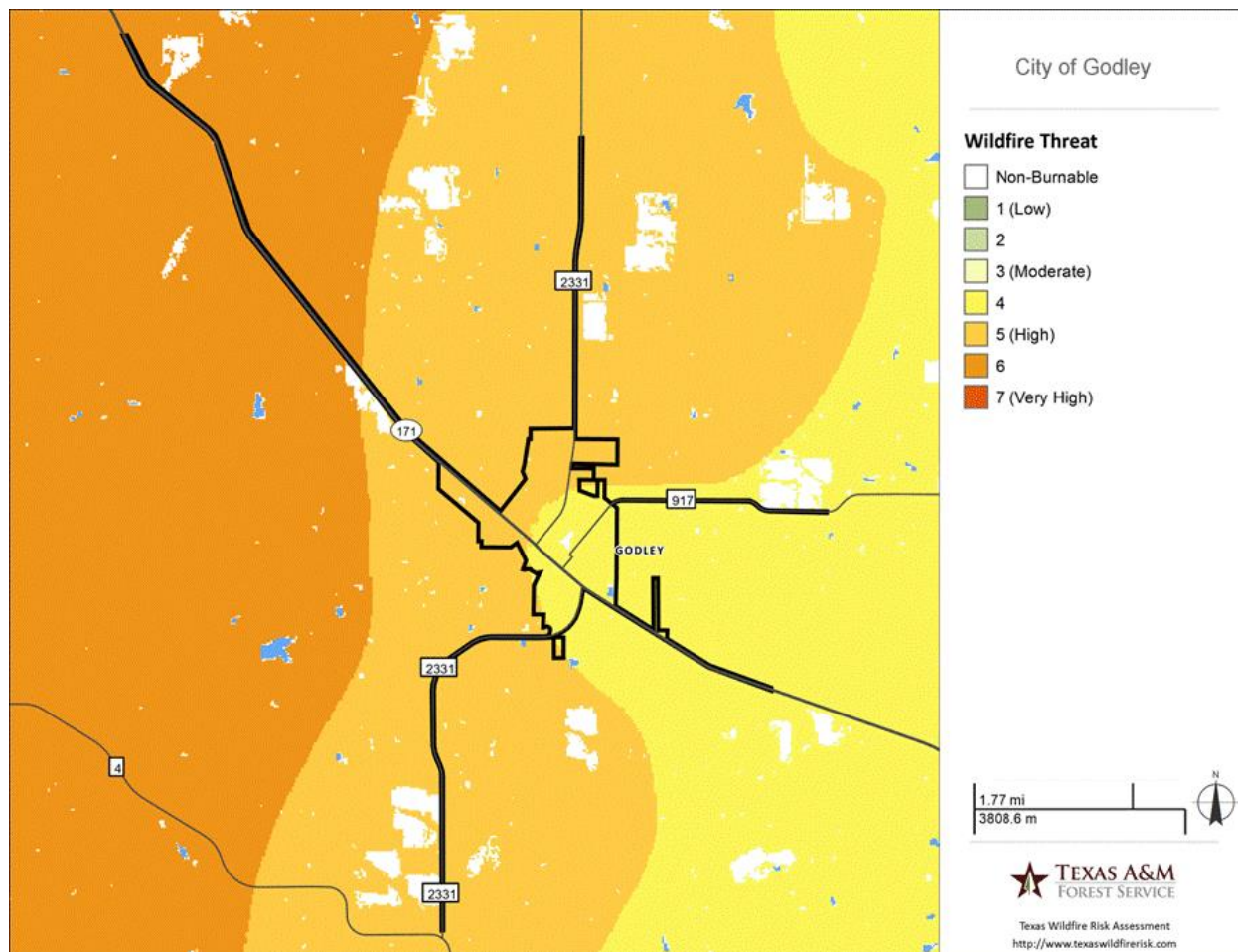


Figure 36: Godley Wildfire Threat

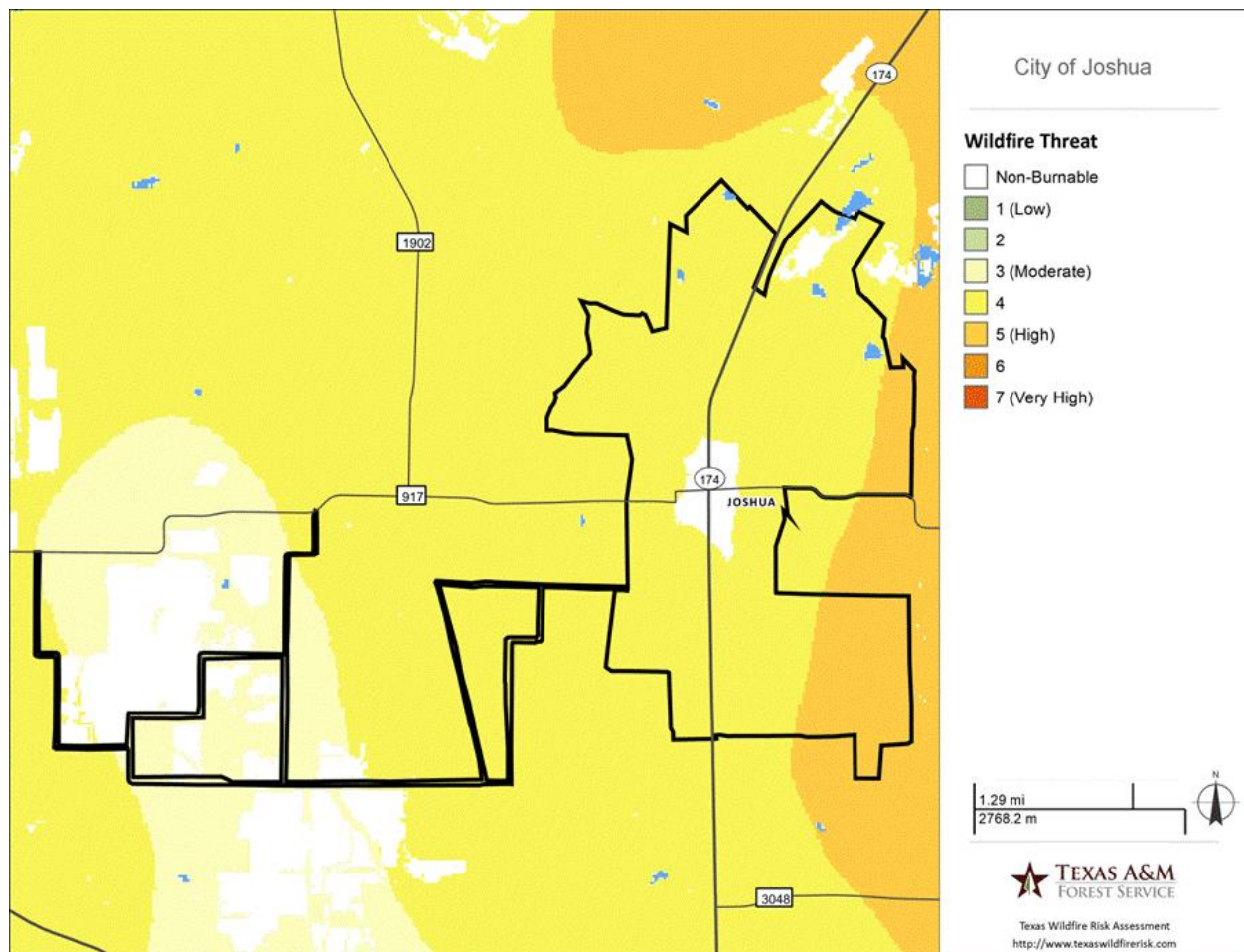


Figure 37: Joshua Wildfire Threat

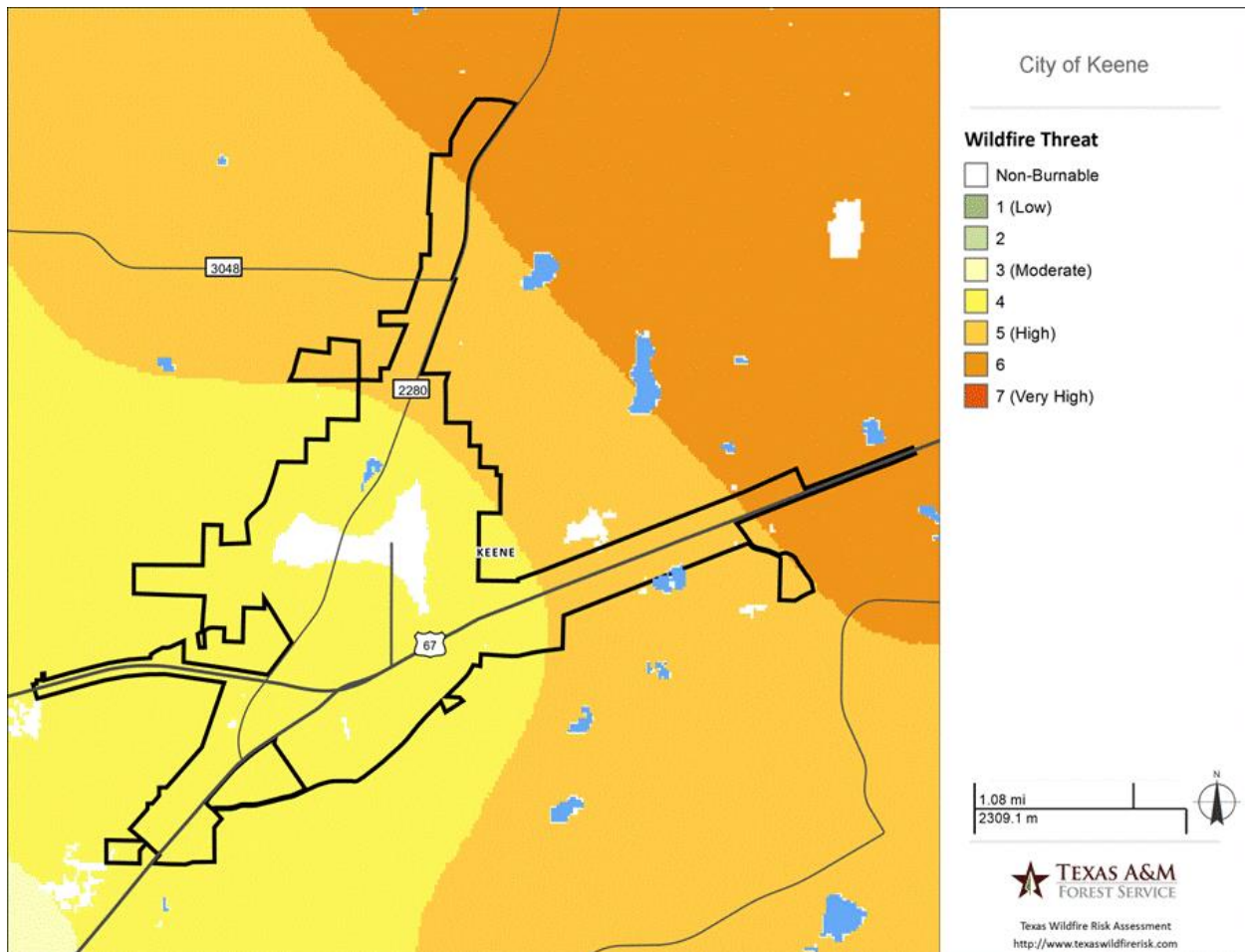


Figure 38: Keene Wildfire Threat

Hazard Summary

The following table reflects the profile summary for wildfires within the planning area.

Table 26: Wildfire Profile Summary

Wildfires				
Jurisdiction	Location	Probability of Future Events	Level of Possible Damage	Maximum Probable Extent/Strength
Alvarado	Significant	Highly Likely	Critical	Major
Burleson	Significant	Likely	Critical	Major
Cleburne	Significant	Likely	Critical	Major
Godley	Extensive	Likely	Critical	Major
Joshua	Extensive	Likely	Critical	Major
Keene	Extensive	Likely	Critical	Major
Johnson County Unincorporated	Significant	Highly Likely	Critical	Major

3.2.9 Winter Storms

Winter storms originate as mid-latitude depressions or cyclonic weather systems, sometimes following the path of the jet stream. A winter storm or blizzard combines heavy snowfall, high winds, extreme cold, and ice storms. Many winter depressions give rise to exceptionally heavy rain and widespread flooding and conditions worsen if the precipitation falls in the form of snow. The winter storm season varies widely, depending on latitude, altitude, and proximity to moderating influences. The timeframe of most winter weather is expected to be during the winter season, between November and March.

Winter storms affect the entire planning area equally.

The National Weather Service now uses the Winter Storm Severity Index (WSSI) (Figure 39) to forecast potential impacts of winter storms. The WSSI provides a classification of the overall expected severity of winter weather using the following terminology: “Minor,” “Moderate,” “Major,” and “Extreme.” The “Winter Weather Area” pertains to areas where winter weather conditions are expected, but are not anticipated to impact daily life. The WSSI consists of a series of component algorithms, each of which use meteorological and non-meteorological data to model predicted severity of six specific characteristics of winter weather. Each of the components produce a 0 to 5 output scale value that equates to the potential severity based on the winter weather hazards (0 = no winter weather, 1 = winter weather area, 2 = minor, 3 = moderate, 4 = major, and 5 = extreme). The final WSSI value is the maximum value from all the sub-components. The 4 impact levels are given the following descriptors: Minor, Moderate, Major, and Extreme.

The six sub-components of the WSSI are:

- Snow Load Index
 - Indicates potential infrastructure impacts due to the weight of the snow. This index accounts for the land cover type. For example, more forested and urban areas will show increased severity versus the same snow conditions in grasslands.
- Snow Amount Index
 - Indicates potential impacts due to the total amount of snow or the snow accumulation rate. This index also normalizes for climatology, such that regions of the country that experience, on average, less snowfall will show a higher level of severity for the same amount of snow that is forecast across a region that experiences more snowfall on average. Designated urban areas are also weighted a little more than non-urban areas.
- Ice Accumulation
 - Indicates potential infrastructure impacts (e.g. roads/bridges) due to combined effects and severity of ice and wind. Designated urban areas are also weighted a little more than non-urban areas. Please note that not all NWS offices provide ice accumulation information into the National Digital Forecast Database (NDFD). In those areas, the ice accumulation is not calculated.
- Blowing Snow Index
 - Indicates the potential disruption due to blowing and drifting snow. This index accounts for land use type. For example, more densely forested areas will show less blowing snow than open grassland areas.

- Flash Freeze Index
 - Indicates the potential impacts of flash freezing (temperatures starting above freezing and quickly dropping below freezing) during or after precipitation events.
- Ground Blizzard
 - Indicates the potential travel-related impacts of strong winds interacting with pre-existing snow cover. This is the only sub-component that does not require snow to be forecast in order for calculations to be made. The NWS National Operational Hydrologic Remote Sensing Center (NOHRSC) snow cover data along with forecast winds are used to model the ground blizzard. Adjustments are made based upon the land cover type. For example, heavily forested areas will have a lower ground blizzard severity than the same conditions occurring across open areas.

Potential Winter Storm Impacts	
	Winter Weather Area Expect Winter Weather. • Winter driving conditions. Drive carefully.
	Minor Impacts Expect a few inconveniences to daily life. • Winter driving conditions. Use caution while driving.
	Moderate Impacts Expect disruptions to daily life. • Hazardous driving conditions. Use extra caution while driving. • Closures and disruptions to infrastructure may occur.
	Major Impacts Expect considerable disruptions to daily life. • Dangerous or impossible driving conditions. Avoid travel if possible. • Widespread closures and disruptions to infrastructure may occur.
	Extreme Impacts Expect substantial disruptions to daily life. • Extremely dangerous or impossible driving conditions. Travel is not advised. • Extensive and widespread closures and disruptions to infrastructure may occur. • Life-saving actions may be needed.

Figure 39: WSSI Impact Scale with Descriptions

The planning team compared the WSSI and the Sperry–Piltz Ice Accumulation Index to determine the maximum potential extent for winter storms.

During periods of extreme cold and freezing temperatures, water pipes can freeze and crack, roads and bridges can become unpassable, and critical services could be paralyzed. Ice can build up, causing power lines to break under the weight or causing tree limbs to fall on the lines. These events can disrupt electric service for long periods of time. Potential impacts from winter storms also include:

- Structure and infrastructure damage

- Injury or death
- Power outages
- Loss of ability to use roads for driving
- Increased traffic accidents
- Loss of heat
- Stranded travelers / motels at full capacity
- Tree debris create fuel load for fire hazard
- Delayed emergency response time
- Frozen/ busted pipes leading to loss of water
- Disruption of traffic
- Impacts to the economy
- Communication capabilities decrease

An economic impact may occur due to increased consumption of heating fuel, which can lead to energy shortages and higher prices. Schools often close when severe winter weather is forecasted, and it becomes a logistical burden for parents who then have to miss work or find alternative childcare. House fires and resulting deaths tend to occur more frequently from increased and improper use of alternate heating sources. Fires during winter storms also present a greater danger because water supplies may freeze and impede firefighting efforts.

An economic impact may occur due to increased consumption of heating fuel, which can lead to energy shortages and higher prices. Schools often close when severe winter weather is forecasted, and it becomes a logistical burden for parents who then have to miss work or find alternative childcare. House fires and resulting deaths tend to occur more frequently from increased and improper use of alternate heating sources. Fires during winter storms also present a greater danger because water supplies may freeze and impede firefighting efforts.

One of the most recent disaster declarations in the County, and the whole State, was for a winter storm. Johnson County was a designated county for Individual Assistance AND Public Assistance Category B. As a result of the disaster, lawmakers passed a sweeping piece of legislation to require power plants to “weatherize” their facilities against extreme weather conditions. They left the details of how to do that up to the Public Utility Commission of Texas, which regulates utilities and is designing the weatherization requirements for power plants, and the Texas Railroad Commission, which regulates the state’s oil and gas industry.”¹⁶

Disaster	Event	Incident Period	Declared
DR-4586	Texas Severe Winter Storms	February 11-21, 2021	February 19, 2021

DR-4586 showed how the effect of no power resulted in lack of heat and lack of water, causing hypothermia and death in many vulnerable populations.

¹⁶ By Erin Douglas, The Texas Tribune. <https://www.texastribune.org/2021/10/21/texas-power-companies-winter-weather-rule/>

The following table lists the historical winter storm events and impacts in Johnson County from 2012-2021 recorded by the National Weather Service.

Table 27: Historical Events- Winter Storms

Location	Date	Type	Death	Injury	Property Damage	Crop Damage
JOHNSON (ZONE)	12/5/2013	Winter Storm	0	0	400.00K	0.00K
JOHNSON (ZONE)	2/22/2015	Winter Storm	0	0	6.00K	0.00K
JOHNSON (ZONE)	12/7/2017	Winter Weather	0	0	0.00K	0.00K
JOHNSON (ZONE)	2/11/2018	Winter Weather	0	0	0.00K	0.00K
JOHNSON (ZONE)	2/13/2021	Winter Storm	0	0	0.00K	0.00K

The Event Narrative for the 2013 Winter Storm that caused an estimated \$400K in property damage reported that many tree branches were broken and power lines were knocked down due to the weight of the ice. The Burleson police reported 65 minor vehicle accidents and 3 major accidents.¹⁷

Hazard Summary

The following table reflects the profile summary for winter storms within the planning area.

Table 28: Winter Storm Profile Summary

Winter Storms				
Jurisdiction	Location	Probability of Future Events	Level of Possible Damage	Maximum Probable Extent/Strength
Alvarado	Extensive	Likely	Critical	Medium
Burleson	Extensive	Likely	Critical	Medium
Cleburne	Extensive	Likely	Critical	Medium
Godley	Extensive	Likely	Critical	Medium
Joshua	Extensive	Likely	Critical	Medium
Keene	Extensive	Likely	Catastrophic	Major
Johnson County Unincorporated	Extensive	Likely	Critical	Major

¹⁷ [Storm Events Database - Event Details | National Centers for Environmental Information \(noaa.gov\)](#)

3.3 Assets

The following information is an overview of assets within the planning that could be negatively impacted by the identified hazards. Community assets include people, the built environment, economic assets, and the natural environment.

3.3.1 People

According to the [Census Reporter](#), in 2021 it was estimated that 195,506 people resided within the 725 square miles of Johnson County. The following figure further breaks out the demographics of the County.



Figure 40: Johnson County Demographics¹⁸

The following table provides population and demographic information from the Census Reporter for the participating municipalities.

Table 29: City Demographics

Jurisdiction	2021 Population	Median Age	Sex		Race & Ethnicity							
			Male	Female	White	Black	Native	Asian	Islander	Other	Two +	Hispanic
Alvarado ¹⁹	46,575	37.5	51%	49%	62%	6%	0%	1%	0%	0%	2%	29%
Burleson ²⁰	47,230	35.4	49%	51%	72%	5%	0%	2%	0%	0%	4%	16%
Cleburne ²¹	30,984	35.6	52%	48%	60%	6%	0%	1%	0%	0%	2%	31%

¹⁸ U.S. Census Bureau (2021). *American Community Survey 5-year estimates*. Retrieved from *Census Reporter Profile page for Johnson County, TX* <http://censusreporter.org/profiles/05000US48251-johnson-county-tx/>

¹⁹ U.S. Census Bureau (2021). *American Community Survey 5-year estimates*. Retrieved from *Census Reporter Profile page for Alvarado, TX* <http://censusreporter.org/profiles/16000US4802260-alvarado-tx/>

²⁰ U.S. Census Bureau (2021). *American Community Survey 5-year estimates*. Retrieved from *Census Reporter Profile page for Burleson, TX* <http://censusreporter.org/profiles/16000US4811428-burleson-tx/>

²¹ U.S. Census Bureau (2021). *American Community Survey 5-year estimates*. Retrieved from *Census Reporter Profile page for Cleburne, TX* <http://censusreporter.org/profiles/16000US4815364-cleburne-tx/>

Jurisdiction	2021 Population	Median Age	Sex		Race & Ethnicity							
			Male	Female	White	Black	Native	Asian	Islander	Other	Two +	Hispanic
Godley ²²	1,680	35.1	51%	49%	71%	1%	0%	0%	0%	0%	1%	26%
Joshua ²³	7,722	31.9	45%	55%	93%	0%	1%	0%	0%	0%	1%	6%
Keene ²⁴	6,346	30.2	45%	55%	87%	2%	1%	3%	0%	0%	5%	31%

3.3.2 Built Environment

If earthquakes, expansive soils, floods, thunderstorms, tornadoes, or winter storms occur with the maximum intensity predicted, the entire built environment and all structures could be impacted.

Drought would impact all water-related infrastructure listed and wildfire would impact facilities closest to an ignition source.

The 2021 property values documented by the Johnson County Appraisal District provide a picture of the values of structures in the County and the potential dollar loss if a catastrophic event occurs.

²² U.S. Census Bureau (2021). *American Community Survey 5-year estimates*. Retrieved from *Census Reporter Profile page for Godley, TX* <http://censusreporter.org/profiles/16000US4829972-godley-tx/>

²³ U.S. Census Bureau (2021). *American Community Survey 5-year estimates*. Retrieved from *Census Reporter Profile page for Joshua, TX* <<http://censusreporter.org/profiles/16000US4838080-joshua-tx/>>

²⁴ U.S. Census Bureau (2021). *American Community Survey 5-year estimates*. Retrieved from *Census Reporter Profile page for Keene, TX* <http://censusreporter.org/profiles/16000US4838548-keene-tx/>

2021 PROPERTY VALUES					
TAX ENTITIES	TOTAL VALUE LESS TOTAL EXEMPT	TAXABLE VALUE	M & O	I & S	TOTAL
Alvarado ISD	\$2,351,791,603	\$1,679,378,521	0.872000	0.500000	1.372000
Burleson ISD *	\$4,872,614,239	\$3,888,857,510	0.994600	0.500000	1.494600
Cleburne ISD	\$4,278,737,338	\$3,208,132,684	0.994200	0.454400	1.448600
Crowley ISD *	\$90,622,913	\$57,057,119	0.984100	0.500000	1.484100
Godley ISD *	\$1,673,232,156	\$1,058,584,798	0.992000	0.500000	1.492000
Granbury ISD *	\$100,311,679	\$81,245,447	0.943800	0.145000	1.088800
Grandview ISD *	\$734,497,043	\$420,835,872	0.872000	0.306100	1.178100
Joshua ISD	\$2,848,853,357	\$2,105,871,353	0.960300	0.329700	1.290000
Keene ISD	\$268,532,116	\$214,534,135	1.008700	0.222570	1.231270
Mansfield ISD *	\$1,603,692,385	\$1,287,678,316	1.058300	0.360000	1.418300
Rio Vista ISD *	\$586,868,461	\$371,339,697	0.967200	0.355790	1.322990
Venus ISD	\$732,571,607	\$510,548,036	0.953500	0.430000	1.383500
Alvarado City	\$474,205,022	\$412,643,685	0.589013	0.223683	0.812696
Burleson City *	\$4,196,686,573	\$3,747,264,263	0.497400	0.188500	0.685900
Cleburne City	\$3,018,292,434	\$2,580,531,695	0.629748	0.060750	0.690498
Crowley City *	\$3,190,135	\$2,924,637	0.526103	0.203442	0.729545
Godley City	\$188,795,845	\$169,064,477	0.490390	0.000000	0.490390
Grandview City	\$121,897,646	\$106,604,452	0.465969	0.294597	0.760566
Joshua City	\$606,831,947	\$494,232,796	0.535994	0.175499	0.711493
Keene City	\$335,531,191	\$301,484,923	0.747134	0.097000	0.844134
Mansfield City *	\$1,149,951,451	\$946,168,300	0.465001	0.224999	0.690000
Rio Vista City	\$56,180,150	\$53,638,657	0.388269	0.114472	0.502741
Venus City *	\$266,390,708	\$246,989,608	0.628408	0.178816	0.807224
Johnson County	\$20,160,025,375	\$15,810,596,892	0.370153	0.009547	0.379700
Johnson Cty Lat Rd	\$20,160,025,375	\$16,038,477,246	0.040300	0.000000	0.040300
Emergency Service Dist. 1	\$11,785,188,872	\$8,793,946,117	0.060000	0.000000	0.060000
Hill College Alvarado	\$2,351,791,603	\$1,796,780,480	0.050000	0.000000	0.050000
Hill College Cleburne	\$4,278,737,338	\$3,390,173,740	0.050000	0.000000	0.050000
Hill College Godley	\$1,673,232,156	\$1,097,115,974	0.026092	0.000000	0.026092
Hill College Grandview *	\$734,497,043	\$443,971,974	0.050000	0.000000	0.050000
Hill College Joshua	\$2,848,853,357	\$2,194,938,291	0.049928	0.000000	0.049928
Hill College Keene	\$268,532,116	\$226,368,673	0.049548	0.000000	0.049548
Hill College Rio Vista *	\$586,868,461	\$389,575,572	0.033478	0.000000	0.033478
Hill College Venus	\$732,571,607	\$546,346,259	0.047245	0.000000	0.047245

* Johnson County Portion

Based on 2021 Certified Values

Figure 41: 2021 Property Values

Critical Facilities & Infrastructure

Critical facilities and infrastructure provide services and functions essential to a community, especially during and after a disaster. For a critical facility to function, building systems and equipment must remain operational. Furthermore, it must be supplied with essential utilities (typically power, water, waste disposal, and communications, but occasionally natural gas and steam).

When critical infrastructure fails, it becomes nearly impossible to aid those who lack the means of evacuating on their own. This results in rescue operations that take longer to plan and execute and pose increased risks to first responders and residents due to the lack of information on the number of affected residents or the location of those who need additional assistance.

Resilience Analysis and Planning Tool Generation

The Planning Team used FEMA’s Resilience Analysis and Planning Tool ([RAPT](#)) to generate an inventory of the critical facilities within the jurisdictions.

Table 30: Fire Stations

NAME	ADDRESS	CITY
Blue Water Oaks Volunteer Fire Department	295 Chambers Drive	Alvarado
Alvarado Volunteer Fire Department	205 South Friou Street	Alvarado
Briaroaks Volunteer Fire Station	515 Ward Lane	Burleson
Burleson Fire Department Station 2	650 Memorial Plaza	Burleson
Burleson Fire Department Station 1	828 Southwest Alsbury Boulevard	Burleson
Cleburne Fire Department and Ambulance Station 1	801 East Henderson Street	Cleburne
Liberty Chapel Volunteer Fire Department	3336 County Road 312	Cleburne
Cleburne Fire Department and Ambulance Station 3	901 West Kilpatrick Avenue	Cleburne
Cleburne Fire Department and Ambulance Station 2	606 South Nolan River Road	Cleburne
Bono Volunteer Fire Department	5536 US Highway 67 West	Cleburne
Godley Fire Department	200 South Main Street	Godley
Mid North Johnson County Fire Department	6317 Sky Road	Godley
Joshua Fire Department	770 North Main Street	Joshua
Keene Fire Rescue	213 West Hillcrest Street	Keene

Table 31: Local Law Enforcement Locations

Name	Address	City	Type
Alvarado Police Department	104 West College Street	Alvarado	Local Police Department
Burleson Police Department	225 West Renfro Street	Burleson	Local Police Department
Burleson Fire Marshals Office	141 West Renfro Street	Burleson	Constable/Marshal
Cleburne Police Department	302 West Henderson Street	Cleburne	Local Police Department
Johnson County Sheriff’s Office	1102 East Kilpatrick Street	Cleburne	Sheriff’s Office
Texas Department of Public Safety - Highway Patrol Region 6 District A Sergeant O Area 5	600 West Kilpatrick Street	Cleburne	Primary State Agency
Godley Police Department	125-A South Main Street	Godley	Local Police Department
Joshua Police Department	102 South Main Street	Joshua	Local Police Department
Keene Police Department	213 West Hillcrest Street	Keene	Local Police Department

Table 32: Mobile Home Parks

Name	Address	City	Type	Size
Not Available	99 Breezy Meadows Ln	Alvarado	Mobile Home Park	Small (<50)
Not Available	300 I 35-Br	Alvarado	Mobile Home Park	Small (<50)
Not Available	8031 Lopez Dr	Alvarado	Mobile Home Park	Small (<50)
Not Available	1118 Wildwood Dr	Alvarado	Mobile Home Park	Medium (51-100)
Walnut Creek MHP	3600 County Road 600	Alvarado	Mobile Home Park	Medium (51-100)
Not Available	4617 County Road 616	Alvarado	Mobile Home Park	Small (<50)
Oakridge Square MHP	248 East Bethesda Road	Burleson	Mobile Home Park	Medium (51-100)
Not Available	2335 I 35w N	Burleson	Recreational Vehicle Park	Medium (51-100)
Not Available	2307 I 35w N	Burleson	Recreational Vehicle Park	Medium (51-100)
Williams Trailer Park	2050 South Burleson Boulevard	Burleson	Mobile Home Park	Medium (51-100)
Little Corral MHP	2000 S Burleson Blvd	Burleson	Mobile Home Park	Small (<50)
Mockingbird Hill Mobile Home	1990 South Burleson Boulevard	Burleson	Mobile Home Park	Medium (51-100)
Not Available	9625 County Road 528	Burleson	Mobile Home Park	Small (<50)
Not Available	209 Cr 316a	Cleburne	Mobile Home Park	Small (<50)
Not Available	1905 E Henderson St	Cleburne	Mobile Home Park	Small (<50)
Not Available	2023 E Henderson St	Cleburne	Mobile Home Park	Small (<50)
Not Available	72 El Campo Rd	Cleburne	Mobile Home Park	Small (<50)
Not Available	2633 Us 67-Br	Cleburne	Mobile Home Park	Small (<50)
Not Available	112 W Kilpatrick Ave	Cleburne	Mobile Home Park	Medium (51-100)
Not Available	3010 Tx 174	Cleburne	Mobile Home Park	Small (<50)
Not Available	3901 County Road 317	Cleburne	Mobile Home Park	Small (<50)
North Park	800 Old Betsy Rd	Cleburne	Mobile Home Park	Small (<50)
Not Available	4208 Us 67	Cleburne	Mobile Home Park	Small (<50)
Not Available	4208 Us 67	Cleburne	Mobile Home Park	Small (<50)
Not Available	817 Barnes Rd	Cleburne	Mobile Home Park	Small (<50)
Not Available	3309 Fm 2280	Cleburne	Mobile Home Park	Medium (51-100)
Not Available	4801 W Country Rd	Cleburne	Mobile Home Park	Small (<50)
Not Available	112 W Links Dr	Godley	Mobile Home Park	Small (<50)
Not Available	5864 Blackburn Dr	Joshua	Mobile Home Park	Small (<50)
4-J Mobile Home Park	N Main St	Joshua	Mobile Home Park	Small (<50)
Joshua Ranchettes	811 Ranchette Drive	Joshua	Mobile Home Park	Medium (51-100)

Name	Address	City	Type	Size
Not Available	6128 Cr 1022	Joshua	Mobile Home Park	Small (<50)
Timber Ridge Mobile Home Park	398 Gregory St	Joshua	Mobile Home Park	Small (<50)
Pecan Village Mobile Home Park	88 Oak Hill Dr	Joshua	Mobile Home Park	Medium (51-100)
Oak Hill MHP	229 Oak Hill Drive #100	Joshua	Mobile Home Park	Small (<50)
Ranches Of Joshua MHP	424 N Broadway Street	Joshua	Mobile Home Park	Small (<50)
Western Inn Mobile Home Park	Western Inn Mobile Home Park	Joshua	Mobile Home Park	Medium (51-100)
Not Available	7112 Walden Dr	Joshua	Mobile Home Park	Medium (51-100)
Not Available	31 Lee St	Keene	Mobile Home Park	Medium (51-100)
Not Available	29 Blue Star Dr	Keene	Recreational Vehicle Park	Medium (51-100)
Not Available	311 Stoner Way	Keene	Recreational Vehicle Park	Large (>100)
Not Available	612 Iowa St	Keene	Mobile Home Park	Medium (51-100)
Not Available	109 Stoner Way	Keene	Mobile Home Park	Small (<50)
Not Available	122 Us 67	Keene	Mobile Home Park	Small (<50)
Not Available	410 N Fairview St	Keene	Mobile Home Park	Small (<50)
Happy Hollow	511 East Oakdale Street	Keene	Mobile Home Park	Medium (51-100)

Table 33: Nursing Homes

Name	Address	City
Alvarado LTC Partners Inc	101 N Parkway	Alvarado
Advanced Rehabilitation & Healthcare of Burleson	275 Se John Jones Drive	Burleson
Elk Creek Senior Living Community	301 Elk Drive	Burleson
Burleson Nursing and Rehabilitation Center	600 Maple Ave.	Burleson
Mustang Creek Estates Burleson House A	1155 NW John Jones Drive	Burleson
Mustang Creek Estates Burleson House C&D	1155 NW John Jones Drive	Burleson
Mustang Creek Estates Burleson House F	1155 John Jones Drive	Burleson
Mustang Creek Estates Burleson House B	1155 NW John Jones Drive	Burleson
Mustang Creek Estates Burleson House E	1155 NW John Jones Drive	Burleson
Wren House	814 Woodard Ave	Cleburne
Heritage Trails Nursing and Rehabilitation Center	301 Lincoln Park Dr	Cleburne
Colonial Manor Nursing Center	2035 N Granbury St	Cleburne
Santa Fe Trails Assisted Living and Memory Care Community	402 Colonial Dr	Cleburne
Ridgeview Rehabilitation and Skilled Nursing	206 Walls Dr	Cleburne
Heartis Cleburne	902 Walter Holiday Drive	Cleburne

Name	Address	City
The Gardens at Chisholm Trail	513 Old Betsy Rd.	Keene
Town Hall Estates Keene Inc	207 S Old Betsy Rd	Keene

Table 34: Places of Worship

Name	Street	City
Five Points Church	5525 E Highway 67	Alvarado
Alvarado Worship Center	Po Box 313	Alvarado
I-35 Church of Christ	Po Box 1269	Alvarado
Paula Rayburn Ministries	Po Box 12	Alvarado
Valley Educational Foundation Inc	Po Box 800	Alvarado
Cedar Cross Country Church	4664 S Ih - 35w	Alvarado
Texas Conference of Seventh Day Adventists	Po Box 800	Alvarado
Alvarado New Life Ministries Inc	Po Box 488	Alvarado
Church of God	Po Box 1095	Alvarado
Episcopal Diocese of Fort Worth	Po Box 447	Alvarado
Living Word Baptist Church	Po Box 1857	Alvarado
Shepherds Valley Cowboy Church	8901 E Highway 67	Alvarado
David Salinas Ministries Inc	8625 Marthas Way	Alvarado
San Gabriel Lutheran Church	4029 County Road 610	Alvarado
St Paul Missionary Baptist Church	Po Box 1481	Avarado
Mid Cities Family Baptist Church	3175 Collins Rd	Burleson
G B North Ministries International	2249 Etta Ln	Burleson
John Patton Ministries Intl	300 Emerald Ct	Burleson
New Life Christian Fellowship	167 Stella St	Burleson
Northpointe First Baptist Church	2450 SW Wilshire Blvd	Burleson
Bethesda Gospel Tabernacle Inc	2505 S I-35	Burleson
Vass Ministries of Burleson Texas	565 E Bethesda Rd	Burleson
Ken Dornhecker Ministries Inc	119 Woodbine Dr	Burleson
Recovery Impact	2716 Ranchview Dr	Burleson
Grace Church	880 W County Road 714	Burleson
Global Evangel Ministries	8612 Fm 1902	Burleson
Burleson Commons Church of Christ	305 Se John Jones Dr	Burleson
Brian Paul Jennings Project	233 Woodbine Dr	Burleson
Charity Lutheran Church	1101 SW Wilshire Blvd	Burleson
Charity Lutheran Preschool	1101 SW Wilshire Blvd	Burleson
Victory Family Church	455 NW John Jones Dr	Burleson
Fort Worth TX Group	218 NW Suzanne Ter	Burleson
By Grace International Inc	917 Monticello Dr	Burleson
Jeff A Grove Ministries	9001 County Road 1019	Burleson
Impact Family Church Burleson	1320 Gayle St	Burleson
Redemption Evangelical Church	621 SW Johnson Ave Ste B	Burleson

Name	Street	City
Cana Baptist Church	2309 E Renfro St	Burleson
Hallelujah Honduras Ministries	857 Huebner Way	Burleson
Amputee Basketball Invigorated	904 Willow Cir S	Burleson
Lifegate Assembly of God Church	601 SW Thomas St	Burleson
Student Discipleship Ministries	510 SW Wilshire Blvd	Burleson
National Fellowship of Ministries Inc	388 SW Johnson Ave	Burleson
National Fellowship of Ministries Inc	388 SW Johnson Ave	Burleson
Compassion In Action Inc	620 Gracie Ln	Burleson
Open Door Fellowship Ministries Inc	301 S Dobson St	Burleson
Spark Worldwide	301 S Dobson St	Burleson
Brazos Christian Church	939 Joshua Dr	Burleson
First Christian Church	Po Box 57	Burleson
Different World Christian Cathedral & Complex Inc	Po Box 2094	Burleson
Southwestern Union Conference of Seventh Day Adventists	Po Box 4000	Burleson
Southwest Estate Services Inc	Po Box 4000	Burleson
Lighthouse Church of Burleson	Po Box 1403	Burleson
Labor of Love Fellowship Church	Po Box 369	Burleson
Faith Christian Fellowship of Fort Worth	Po Box 983	Burleson
Faith Christian Fellowship of Fort Worth	Po Box 983	Burleson
Alliance of Free Grace Leaders Inc	Po Box 2439	Burleson
Hope For Albania Inc	Po Box 983	Burleson
Be Gotten by His Word Inc	Po Box 1761	Burleson
Word Of Life Church Center Inc	Po Box 517	Burleson
Dmitry Bodyu Ministries International Inc	Po Box 2121	Burleson
Burleson Church Of Christ Inc	1150 NW John Jones Dr	Burleson
Southwest Christian Fellowship Inc	251 Wilshire Blvd Ste 124 434	Burleson
Burleson Bible Church	260 S Hurst Rd	Burleson
Pathway Cumberland Presbyterian Church of Burleson	380 NW Tarrant Ave	Burleson
Tu Hieu Buddhist Temple	275 Fox Ln	Burleson
Burleson Church of The Nazarene	127 SW Thomas St	Burleson
3 King Ranch	124 N Dobson St	Burleson
Church of God Proclaiming the Kingdom Inc	845 NW Summercrest Blvd Apt A	Burleson
Faith To Faith Ministries	336 SW Rand Dr	Burleson
Bloodlove Worldwide	501 NW Renfro St	Burleson
Living Water Church of Burleson	342 SW Alsbury Blvd	Burleson
Crestmont Baptist Church of Burleson Texas Inc	640 NW Tarrant Ave	Burleson
Burleson Adventist School	1635 Fox Ln	Burleson
Victory Life Outreach	205 William Wallace Dr	Burleson
Rophe Ranches Inc	2724 Dave Angel Rd	Burleson

Name	Street	City
Prayer Chapel	1615 Fm 3136	Cleburne
Faith Fellowship of Cleburne Inc	1108 County Road 314	Cleburne
Christian Methodist Episcopal Church	507 Royal St	Cleburne
Royal Street Church of Christ Inc	505 Royal St	Cleburne
Emmanuel Temple Outreach Church	501 Robbins St	Cleburne
Centro Cristiano Bethel	1924 E Henderson St	Cleburne
Soldiers For Christ Chapter D	906 W Chambers	Cleburne
Cleburne Christian Center	104 S Robinson St	Cleburne
Episcopal Diocese of Fort Worth	209 E Wardville St	Cleburne
Little Church Fellowship	504 Chase Ave	Cleburne
Bridgeway Family Fellowship	504 Chase Ave	Cleburne
Iglesia Christiana El Camino	502 W Wardville St	Cleburne
Grace Worship Center	118 Williams Ave	Cleburne
Open Heart Ministries Inc of Cleburne Texas	801 Boone St	Cleburne
National Fellowship of Ministries Inc	1101 N Wilhite St	Cleburne
Full Gospel Pentecostal Church	1312 N Robinson St	Cleburne
Exodus Missions	3501 Fm 2415	Cleburne
Crossroads Church of Cleburne Texas	111 N Pendell Ave	Cleburne
Highpoint Church of God	Po Box 815	Cleburne
Gotel Ministries Inc	Po Box 655	Cleburne
Cleburne Bible Church	Po Box 1522	Cleburne
Clowns For Christ Incorporated	Po Box 643	Cleburne
Believers Word Center Incorporated	Po Box 79	Cleburne
Marshallese First Assembly	Po Box 1094	Cleburne
House Of Wisdom Inc	Po Box 2543	Cleburne
Zona Maya Mission Ministries	Po Box 487	Cleburne
Hill Church Cleburne	Po Box 3113	Cleburne
Compelling Church of Anointed Ministries	Po Box 654	Cleburne
Central Fellowship Church Incorporated	1509 County Road 700	Cleburne
Bethel Temple Assembly of God	600 S Colonial Dr	Cleburne
Cleburne Family Fellowship Ag	710 W Kilpatrick St	Cleburne
Cleburne Christian Business Club Inc	904 Jennifer Ct	Cleburne
Menorah Fellowship Church	1635 Robin Pl	Cleburne
Stonelake Church	1655 W Henderson St	Cleburne
First Christian Church	200 S Nolan River Rd	Cleburne
Hope Church of The Ag Of Cleburne	2125 N Nolan River Rd	Cleburne
Church Of St John Vianney Catholic Congregation Inc	501 N Nolan River Rd	Cleburne
Faith Temple Church Inc	1440 Kilpatrick Ct	Cleburne
Cleburne Adventist Christian School	111 Meadow View Dr	Cleburne
Peak Ministries Inc	3224 Dove Creek Rd	Cleburne
Vibrant Life Foundation Inc	1109 Snowberry St	Cleburne

Name	Street	City
Cherrywood Resources	910 W Bethesda Rd	Cleburne
Georges Creek Baptist Church	9901 W Highway 67	Cleburne
Corner Point Church	Po Box 241	Godley
Godley Church of Christ Inc	Po Box 6	Godley
Amandas Wishes	4609 Thomas Acres Rd	Joshua
Lane Prairie Baptist Church Inc	412 County Road 704	Joshua
Carpenters Church Of Joshua	1524 S Broadway St	Joshua
Race Track Chaplaincy Of Texas Inc	326 Eddy Ave	Joshua
TLC Ministries Inc	301 S Main St	Joshua
Ladies Praise	Po Box 784	Joshua
First Assembly of God	Po Box 543	Joshua
Joshua Adventist Multigrade School	Po Box 329	Joshua
Grace Connection Church Joshua	Po Box 838	Joshua
Covenant Church of Burleson	Po Box 95	Joshua
Hampton Evangelistic Assn	7001 Reservoir Rd	Joshua
Abundant Life Church Burleson	5821 Thousand Oaks Dr	Joshua
Joshua Baptist Church	3231 SW Wilshire Blvd	Joshua
Bible Talk Radio	1115 Honeysuckle Dr	Keene
Bible Clarity	1115 Honeysuckle Dr	Keene
Town Hall Estates-Keene Inc	207 S Old Betsy Rd	Keene
Southwestern Adventist University	100 W Hillcrest St	Keene
Seminars Unlimited	Po Box 66	Keene
Chisholm Trail Academy	Po Box 717	Keene
New Discovery Bible Schools	Po Box 614	Keene
Faith Fm Plus Inc	200 N Fairview St Unit B	Keene
Keene Adventist Elementary School	302 Pecan St	Keene

Table 35: Public Schools

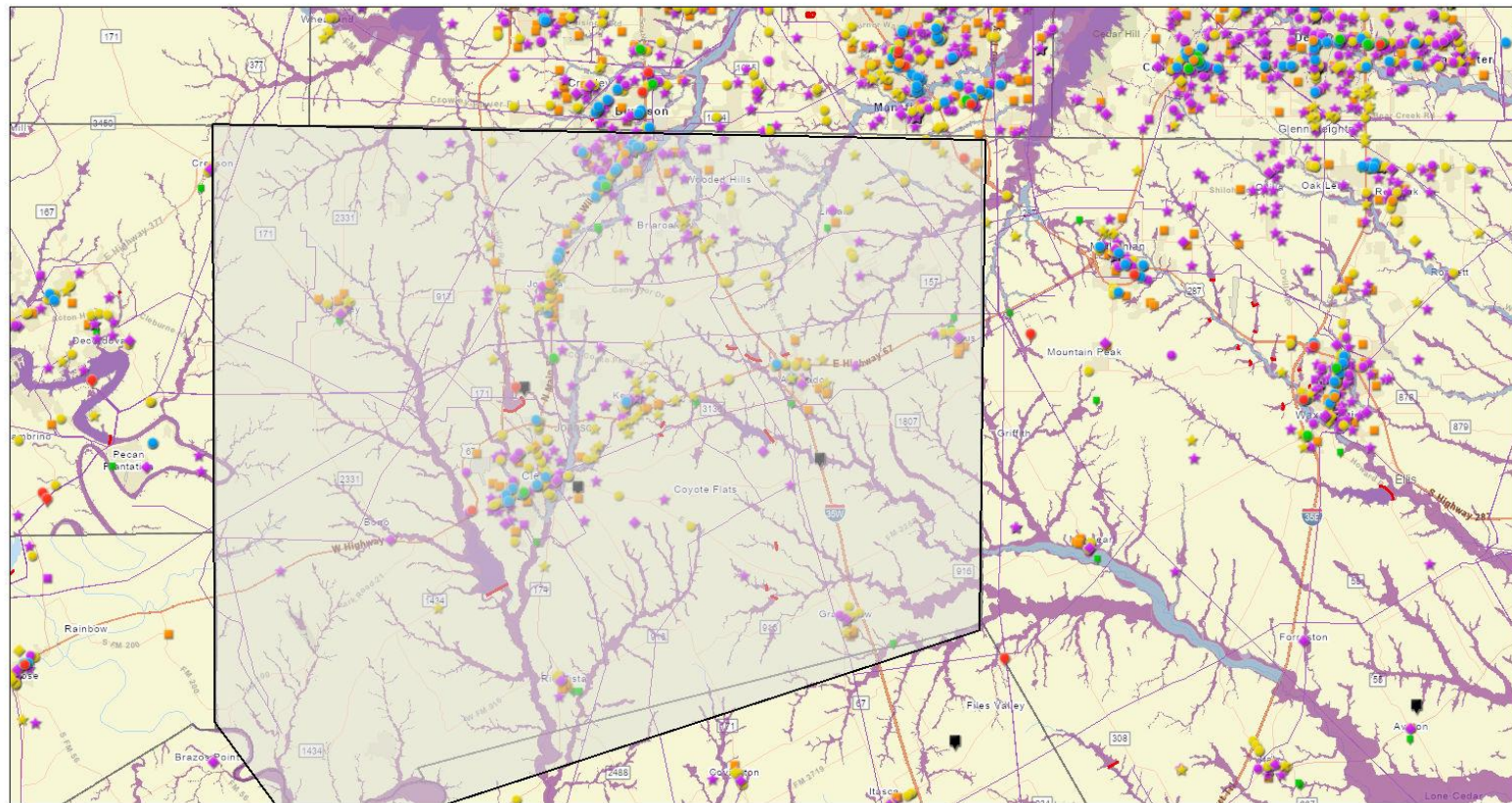
Name	Address	City	Level	Enrollment
Alvarado H S	1301 S Pkwy	Alvarado	Not Reported	1121
Alvarado J H	1000 N Cummings	Alvarado	Elementary	591
Alvarado EL -South	1000 E Davis	Alvarado	Middle	387
Alvarado EL -North	1500 N Cummings	Alvarado	Elementary	363
Alvarado Int	1401 E Davis	Alvarado	Middle	824
Alvarado Int	1401 E Davis	Alvarado	Middle	756
Lillian EL	5001 Fm 2738	Alvarado	High	345
Tom And Nita Nichols Middle	2845 Fm 731	Burleson	Middle	564
North Joshua EL	100 S Ranchway	Burleson	High	586
Johnson County JJAEP	1160 SW Wilshire Blvd	Burleson	Elementary	-999
Norwood EL	619 Evelyn Ln	Burleson		404

Name	Address	City	Level	Enrollment
Burleson H S	100 Elk Dr	Burleson	Elementary	1649
Crossroads H S	505 Pleasant Manor	Burleson	Elementary	92
Irene Clinkscale EL	600 Blayke St	Burleson	High	546
Richard Bransom EL	820 S Hurst	Burleson	Elementary	580
Frazier EL	1125 NW Summercrest Blvd	Burleson	High	587
Steam Middle	900 S W Hillside Dr	Burleson	Elementary	564
Realm	517 SW Johnson Ave Ste 200	Burleson		367
Nick Kerr Middle	1320 E Hidden Creek Pkwy	Burleson	Middle	1184
William Stribling El	1881 E Renfro	Burleson	Elementary	509
Academy At Nola Dunn	201 S Dobson St	Burleson	Elementary	660
Hughes Middle	316 S W Thomas St	Burleson	Other	1060
Mound EL	205 S W Thomas St	Burleson	Elementary	483
Mound EL	205 S W Thomas St	Burleson	Not Reported	428
Burleson Centennial H S	201 S Hurst Rd	Burleson	Secondary	2003
Burleson Collegiate H S	517 SW Johnson Ste 100	Burleson	Elementary	241
Adams EL	1492 Is Grove Rd	Cleburne	Elementary	407
Santa Fe EL	1601 E Henderson	Cleburne	Middle	347
Juvenile Justice Alternative	1102 E Kilpatrick Ste C	Cleburne	Elementary	2
Rio Vista ISD JJAEP	1102 E Kilpatrick Ste C	Cleburne	High	-999
Team Sch	1005 S Anglin	Cleburne	Pre-K	47
Kauffman Leadership Academy	1108 N Anglin	Cleburne	Other	-999
Irving EL	345 Hix Rd	Cleburne	High	506
Coleman EL	920 W Westhill Dr	Cleburne	Middle	525
Coleman EL	920 W Westhill Dr	Cleburne	Elementary	521
Johnson County JJAEP	1102 E Kilpatrick St	Cleburne	High	-999
Cooke EL	902 Phillips St	Cleburne	Not Reported	559
JJAEP	505 N Ridgeway Ste 100	Cleburne		-999
Lowell Smith Jr Middle	1710 Country Club	Cleburne	High	859
Gerard EL	1212 Hyde Park	Cleburne	Middle	488
Ad Wheat Middle	810 N Colonial	Cleburne	High	701
Cleburne H S	850 N Nolan River Rd	Cleburne	Elementary	1960
Marti EL	2020 W Kilpatrick	Cleburne	Middle	460
Godley JJAEP	313 N Pearson	Godley	Elementary	0
Godley Middle	9401 N Hwy 171	Godley	Elementary	390
Godley Links Academy	401 Bruce Rd	Godley		23
Godley EL	604 N Pearson	Godley	Not Applicable	460
Godley Int	309 N Pearson	Godley	Elementary	905
Godley H S	9501 N Hwy 171	Godley	Elementary	665

Name	Address	City	Level	Enrollment
Plum Creek EL	500 Plum St	Joshua	Elementary	412
R C Loflin Middle	6801 Cr 1902	Joshua	Elementary	748
New Horizon H S	603 Plum St	Joshua	Other	34
Joshua H S	909 S Broadway	Joshua	Other	1128
A G Elder EL	513 Henderson St	Joshua	High	553
H D Staples EL	505 S Main	Joshua	High	450
Joshua H S Ninth Grade Campus	1035 S Broadway	Joshua	Middle	464
Caddo Grove EL	7301 Fm 1902	Joshua	Elementary	551
Keene EL	300 Hwy 67 E	Keene	Elementary	470
Alter Learning Ctr	3625 Hwy 67 E Bldg A	Keene	Elementary	8
Keene H S	404 Charger Dr	Keene	Elementary	331
Keene JJAEP	3625 C Hwy 67 E	Keene	Elementary	-999
Keene J H	401 Charger Dr	Keene	Middle	273

The afore-mentioned facilities and infrastructure are identified in the following RAPT-generated map. According to the map, they're predominantly located in or near a floodplain.

Johnson County RAPT



9/22/2023, 1:48:33 PM

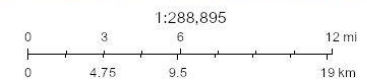
County Boundaries (click on county for data on 22 CRCI Indicators)

- Urgent Care Facilities
- Hospitals
- Dialysis Centers (RxOpen)
- Mobile Home Parks
- Pharmacies (RxOpen)

- Nursing Homes
- Fire Stations
- Power Plants
- Public Health Departments
- Local Law Enforcement Locations
- SNAP Authorized Retailer Locations (zoom to activate)

- Places of Worship
- Colleges and Universities
- Private Schools
- Public Schools
- Transmission Lines
- Wastewater Treatment Plants (EPA)

- Solid Waste Landfill Facilities
- High Hazard Dam Lines
- Flood Hazard (zoom to activate)
- 0.2% Annual Chance Flood Hazard
- 1% Annual Chance Flood Hazard
- Regulatory Floodway



Baylor University, Texas Parks & Wildlife, CONANP, Esri, HERE, Garmin, SafeGraph, METI/NASA, USGS, EPA, NPS, USDA

Resilience Analysis and Planning Tool
Baylor University, Texas Parks & Wildlife, CONANP, Esri, HERE, Garmin, SafeGraph, METI/NASA, USGS, EPA, NPS, USDA | NOAA/NWS/SPC | NOAA/NWS/CPC and NOAA/NWS/WPC | NOAA/NWS/WPC | National Weather Service | NOAA Office for Coastal Management | NOAA/NWS/NHC | NOAA/NWS/NWC |

Figure 42: RAPT Map

Dams

There are also 45 total dams within Johnson County according to the U.S. Army Corps of Engineers. The primary purpose of these dams is flood risk reduction, irrigation, water supply, or recreation.

Table 36: Dams

Hazard Potential Classification	Dam Name	NID ID	Owner Types	Dam Height (Ft)	Dam Length (Ft)	Drainage Area (Sq Miles)	Condition Assessment
High	Chambers Creek WS SCS Site 57 Dam	TX03610	Local Government	47	1560	3.51	Fair
High	Chambers Creek WS SCS Site 31 Dam	TX03613	Local Government	28	3884	2	Unsatisfactory
High	Chambers Creek WS SCS Site 33a Dam	TX03601	Local Government	41	1021	3.27	Fair
High	Chambers Creek WS SCS Site 61a Dam	TX03593	Local Government	29	967	0.87	Fair
High	Chambers Creek WS SCS Site 58 Dam	TX03609	Local Government	36	1408	2.27	Fair
High	Chambers Creek WS SCS Site 33 Dam	TX03595	Local Government	28	2300	3.82	Fair
High	Chambers Creek WS SCS Site 42 Dam	TX03612	Local Government	49	3500	15.3	Unsatisfactory
High	Chambers Creek WS SCS Site 35 Dam	TX03599	Local Government	22	1350	0.78	Fair
High	Cleburne State Park Lake Dam	TX03591	State	62	1300	4.42	Poor
High	Chambers Creek WS SCS Site 59 Dam	TX03608	Local Government	48	1991	3.1	Fair
High	Chambers Creek WS SCS Site 30 Dam	TX03600	Local Government	28	2750	1.1	Fair
High	Chambers Creek WS SCS Site 62 Dam	TX03607	Local Government	44	1813	6.4	Fair
High	Chambers Creek WS SCS Site 36 Dam	TX03597	Local Government	30	1632	1.1	Fair
High	Chambers Creek WS SCS Site 61 Dam	TX03605	Local Government	36	1700	3.2	Fair
High	Chambers Creek WS SCS Site 37 Dam	TX03596	Local Government	38	1122	2	Fair
High	Chambers Creek WS SCS Site 32 Dam	TX03614	Local Government	31	1825	1	Fair

Hazard Potential Classification	Dam Name	NID ID	Owner Types	Dam Height (Ft)	Dam Length (Ft)	Drainage Area (Sq Miles)	Condition Assessment
High	Chambers Creek WS SCS Site 34 Dam	TX03598	Local Government	36	1784	1.26	Fair
High	Rosenauer Dam	TX09691	Private	11			Not Rated
High	Mountain Valley Lake No 3 Dam	TX09005	Private	14	650	0.12	Not Rated
High	Martin Dam	TX09558	Private	8		0	Not Rated
High	O Connor Dam	TX09559	Private	12	1300	0.2	Poor
High	Lake Pat Cleburne Dam	TX03594	Local Government	78	5190	100	Fair
High	Mountain Valley Dam 2	TX04798	Private	23	900	1.4	Not Rated
High	Mountain Valley Dam No 1	TX04797	Private	18	1850	2.07	Unsatisfactory
High	West Buffalo Creek WS SCS Site 1 Dam	TX06303	Local Government	35	8720	7	Satisfactory
Low	Chambers Creek WS SCS Site 38 Dam	TX03592	Local Government	36	2545	3.35	Not Rated
Low	Chambers Creek WS SCS Gss 12	TX06725	Local Government	34	950	602	Not Rated
Low	Chambers Creek WS SCS Site 63 Dam	TX03604	Local Government	42	1480	2.5	Not Rated
Low	Chambers Creek WS SCS Site 43a Dam	TX03615	Local Government	35	1508	3.49	Not Rated
Low	Chambers Creek WS SCS Site 60 Dam	TX03606	Local Government	33	2544	2.08	Not Rated
Low	Chambers Creek WS SCS Site 44a Dam	TX03603	Local Government	39	2582	1.04	Not Rated
Low	Chambers Creek WS SCS Site 46a Dam	TX06726	Local Government	30	1900	927	Not Rated
Low	Chambers Creek WS SCS Site 44 Dam	TX03611	Local Government	45	3470	2.37	Not Rated
Low	Chambers Creek WS SCS Site 64a Dam	TX03602	Local Government	38	2295	2.98	Not Rated
Low	Relvea Gss No 1	TX06198	Private	29	420	0	Not Rated
Low	Mcnaughto Gss No 1	TX06200	Private	25	1080	0	Not Rated
Low	K D Livestock Dam	TX09560	Private	7		0	Not Rated
Low	Lanman Gss No 1	TX06199	Private	21	652	0	Not Rated
Low	Clark Dam	TX03617	Private	22	854	0	Not Rated
Low	Young Lake Dam	TX04792	Private	23	650	0	Not Rated
Low	Carousel Farms Lake Dam	TX03616	Private	24	580	0	Not Rated

Hazard Potential Classification	Dam Name	NID ID	Owner Types	Dam Height (Ft)	Dam Length (Ft)	Drainage Area (Sq Miles)	Condition Assessment
Low	Buck Ranch Lake No 4 Dam	TX04336	Private	16	1000	0	Not Rated
Significant	Lake Charca Dam	TX04407	Private	39	860	1.15	Not Rated
Significant	Retreat Boulevard Dam	TX07431	Private	28	500	0.06	Not Rated
Significant	Duggins Lake Dam	TX07313	Private	30	660	0	Not Rated

Local emergency management is only responsible for the *impact* of flooding from dam failure on surrounding areas. The responsibility for maintaining a safe dam rests with its owner. The table below further assigns the responsible parties to dam related safety activities.

Table 37: Responsible Parties for Dam Related Safety Activities

Responsible Parties	Dam Related Safety Activities
Dam Owners/Operators	<ul style="list-style-type: none"> • Identification of emergency at dam • Initial notifications • Implementation of repairs • Security and technical assistance on site
Local Emergency Management and Local Responders	<ul style="list-style-type: none"> • Public warning • Possible evacuation • Shelter plan activated • Rescue and recovery • State of Emergency declaration • Termination of emergency status
State Emergency Management	<ul style="list-style-type: none"> • Aid affected area when requested • Coordinate specialized assistance • Notify appropriate state agencies • Determine who does what in an emergency

Transportation System

A community's transportation system is vital to its ability to grow in a positive manner. Transportation is inherently linked to land use. The type of roadway dictates the use of adjacent land, and conversely, the type of land use dictates the size, capacity and flow of the roadway.

Roads are another aspect of the built environment that make a crucial contribution to economic development and growth and bring important social benefits. They are of vital importance to make a community grow and develop. In addition, providing access to employment, social, health and education services makes a road network crucial in fighting against poverty. Roads open more areas and stimulate economic and social development.

Bridges are also immensely important to everyday travel. Bridges allow safe passage where previously it was not possible or much more difficult. Bridges allow people go to school, seek medical help, and go to work without having to negotiate a busy road, a dangerous railway line, or a fast-flowing river. As extreme weather events become more common, transport infrastructure is increasingly being tested by these events.

The following thoroughfare maps came from the Comprehensive Plans and/or Transportation Plans in participating cities.

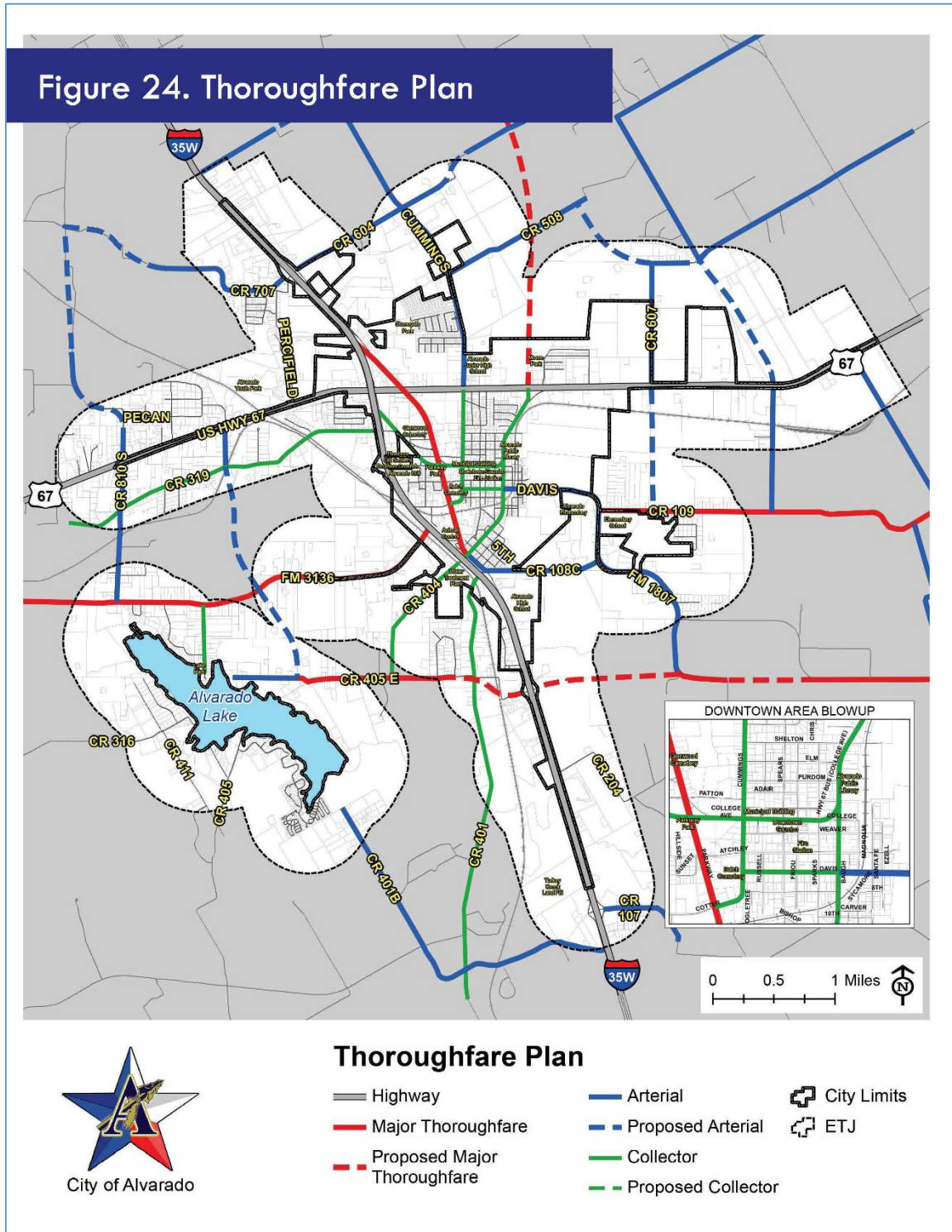


Figure 43: Alvarado Thoroughfare Map

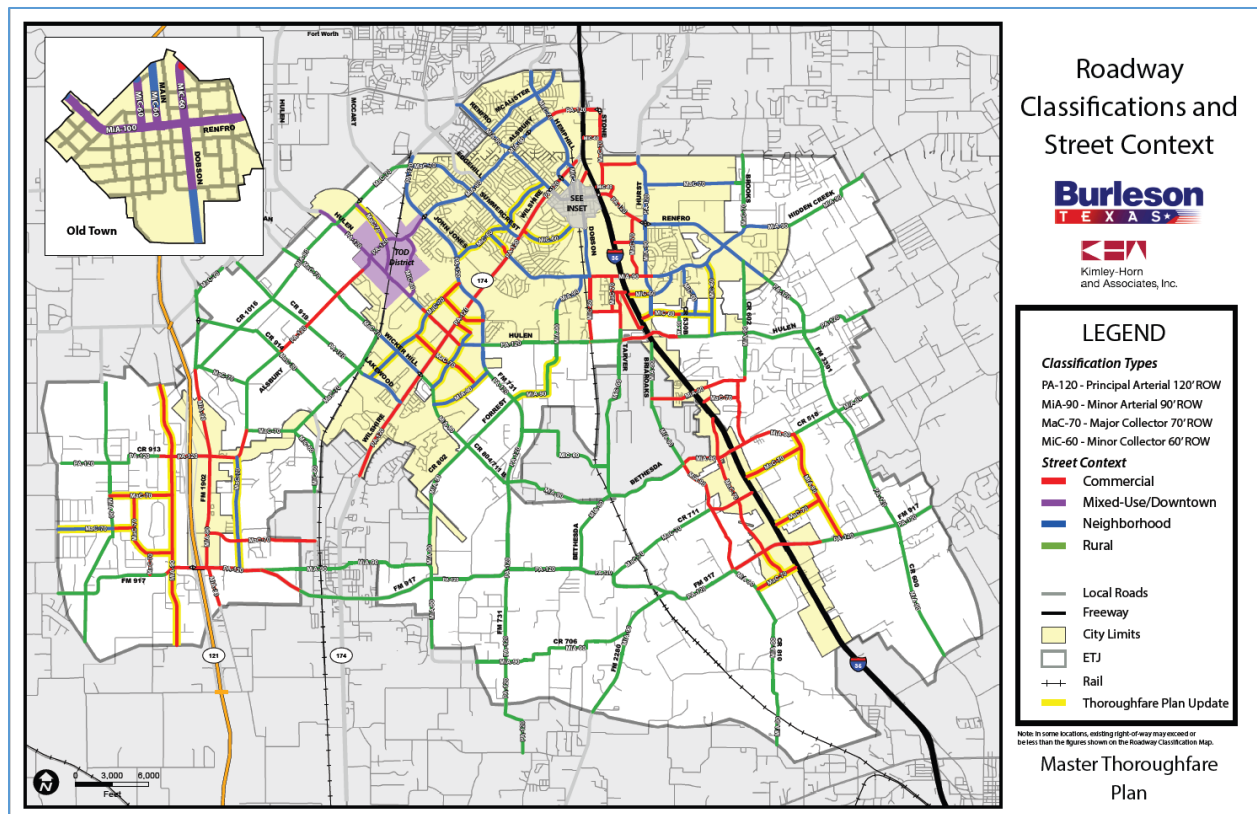


Figure 44: Burleson Thoroughfare Map

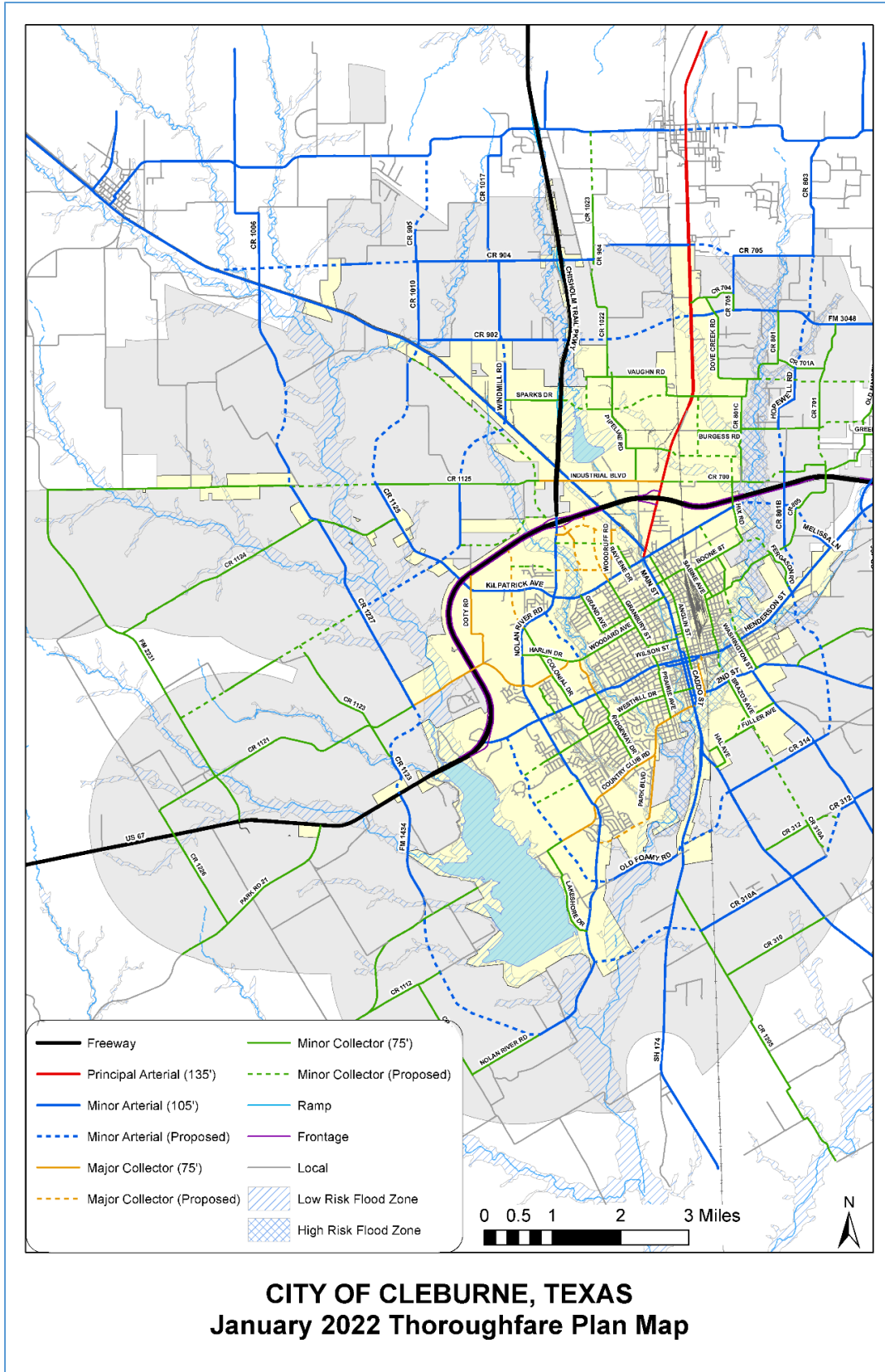


Figure 45: Cleburne Thoroughfare Map

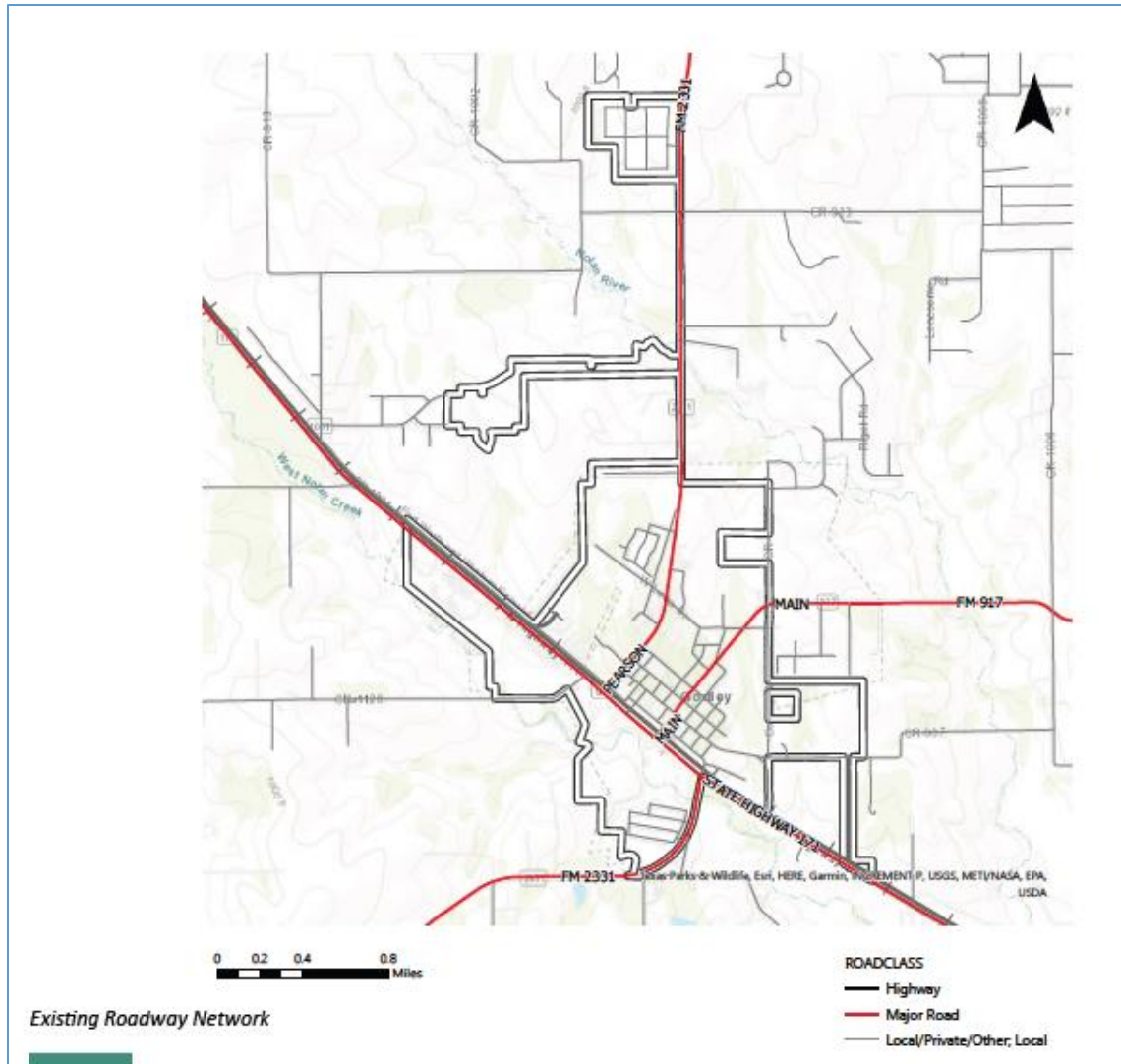


Figure 46: Godley Thoroughfare Map

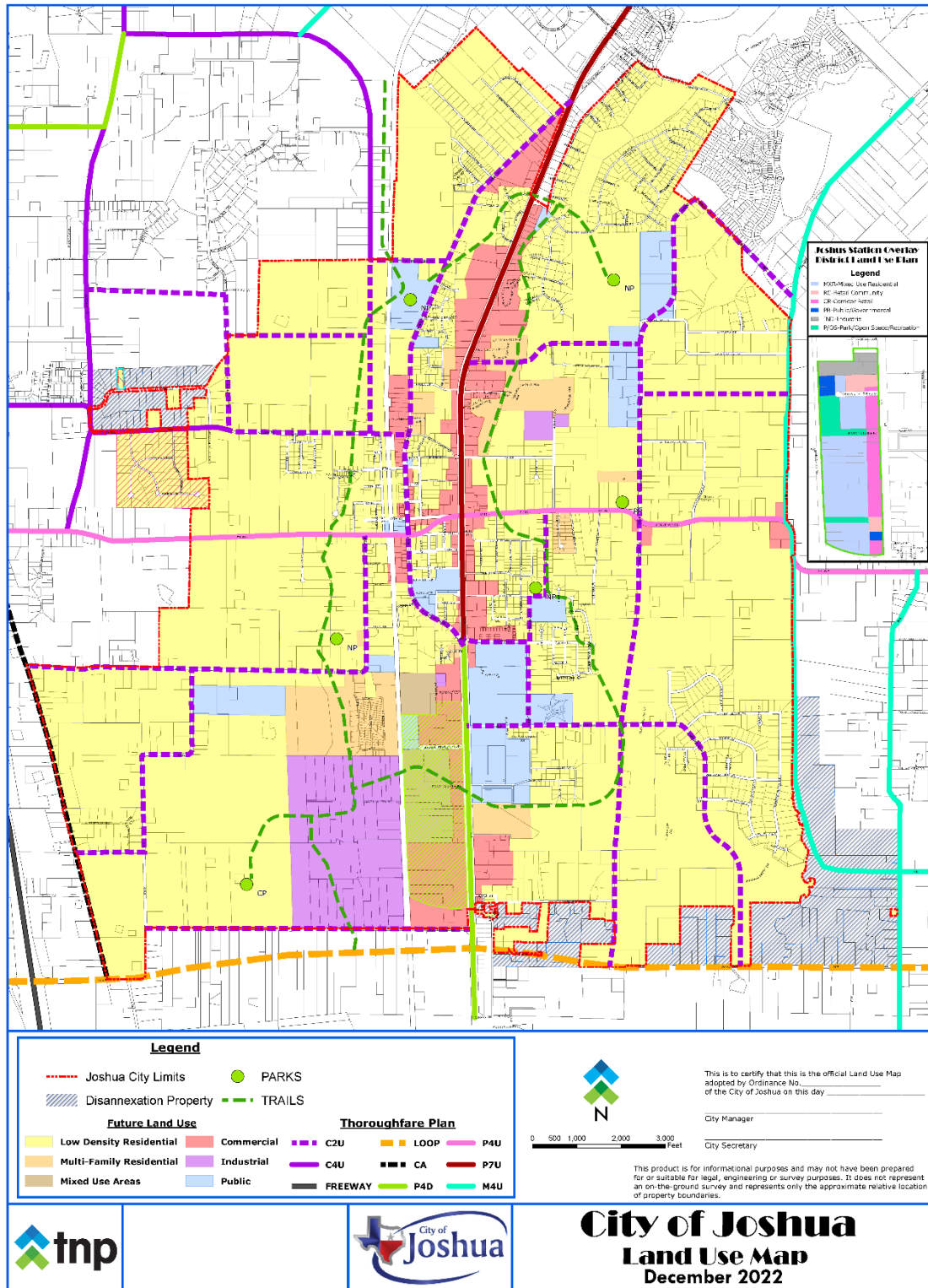


Figure 47: Joshua Thoroughfare Map

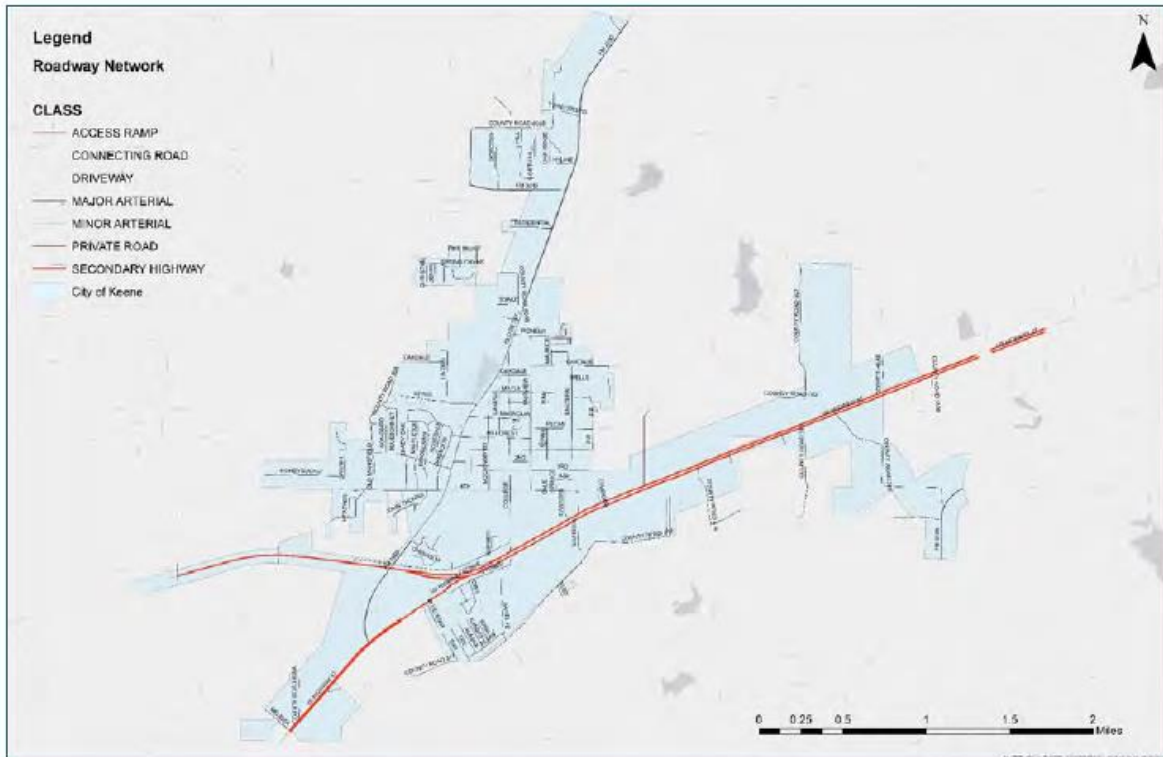


Figure 48: Keene Road Network Map

Roads and bridges that are not owned by jurisdictions fall under the responsibility of the Texas Department of Transportation (TxDOT). TxDOT uses the following terminology when describing their roadways.

- **On-System:** Under the jurisdiction of TxDOT.
- **Off-System:** Not under the jurisdiction of TxDOT.
- **Centerline Mileage:** Mileage of a segment of roadway, regardless of the number of through lanes. Unless otherwise specified, “mileage” in this document is by default centerline mileage. Centerline mileage for mainlanes is calculated separately from centerline mileage for frontage roads, which are considered distinct roadways. For instance, a 1-mile segment of highway with left and right roadbeds, each with four lanes, would be represented as 1 centerline mile. If that segment contained right and left frontage roads, the mainlanes and frontage roads would be represented in the data as 3 unique roadways, 1 centerline mile each, for a total of 3 miles.
- **Lane Mileage:** Mileage of all through lanes of a segment of roadway. For instance, a 1-mile segment of highway with left and right roadbeds, each with four through lanes, would be represented as 8 lane miles. As with centerline mileage, frontage road lane mileage is calculated separately from the lane mileage of mainlanes.
- **Daily Vehicle Miles of Travel (DVMT):** Daily number of miles traveled by all vehicles. Inclusive of Truck DVMT.

- **Truck Daily Vehicle Miles of Travel (Truck DVMT):** Daily number of miles traveled by trucks only. Unlike other data types, Truck DVMT values are not rounded before aggregation. Therefore, aggregating Truck DVMT by different combinations of subtotal values may result in a negligible discrepancy from the Statewide Total, especially regarding Rural / Urban subtotals.
- **Roadway Data Tables:** The data for many of these reports are also available in tabular format in the MultiYear Roadway Data Tables. This document also contains extensive annotations regarding data criteria and calculations and is intended as a companion to these Annual Reports. The Roadway Data Tables can be found at the following URL: <https://www.txdot.gov/inside-txdot/division/transportation-planning/roadway-inventory.html>

The road inventory listed in Table 38 below was obtained from the County Information Program's on-line [database](#), which compiled road information from the Texas Department of Transportation 2021 Annual Roadway Inventory Reports

Table 38: Road Inventory Within Johnson County (TxDOT)²⁵

ROAD INVENTORY WITHIN JOHNSON COUNTY (TXDOT)	
Centerline Miles - 2021	
IH Highways:	23.164
US Highways:	39.660
State Highways, Spurs, Loops, Business Routes:	68.230
Farm or Ranch to Market Roads and Spurs:	217.518
Pass, Park and Recreation Roads:	9.473
Frontage Roads:	56.560
On-System Subtotal:	414.605
City Streets:	616.688
Certified County Roads:	915.630
Toll Road Authority Roads:	12.202
Federal Roads:	2.842
Off-System Subtotal:	1,547.362
Center Line Miles: County Total:	1,961.967
Lane Miles - 2021	
IH Highways:	92.656
US Highways:	134.539
State Highways, Spurs, Loops, Business Routes:	199.491
Farm or Ranch to Market Roads and Spurs:	446.796
Pass, Park and Recreation Roads:	18.946
Frontage Roads:	113.120

²⁵ [Johnson County Profile \(txcip.org\)](#): The data contained in the CID database are obtained from official sources and are not the product of the CIP. The CIP, therefore, does not expressly or impliedly warrant the accuracy of the data.

ROAD INVENTORY WITHIN JOHNSON COUNTY (TXDOT)	
On-System Subtotal:	1,005.548
City Streets:	1,251.476
Certified County Roads:	1,831.260
Toll Road Authority Roads:	28.643
Federal Roads:	5.684
Off-System Subtotal:	3,117.063
County Total:	4,122.611

The State's 55,000 bridges connect communities and commerce alike, allowing citizens to experience a quality of life unique to Texas. As we face unprecedented mobility demands from the state's rapid growth, increased traffic on our bridges can impact their performance and the funding needed to maintain them in a state of good repair. According to TxDOT's [Report on Texas Bridges 2020](#), there are 379 on & off system bridges open to public traffic within the County. *On-system bridges* are located on the designated state highway system, are maintained by TxDOT, and are typically funded with a combination of federal and state or state-only funds. *Off-system bridges* are not part of the designated state highway system and are under the direct jurisdiction of the local government such as a county, city, other political subdivision of the state, or special district with authority to finance a highway improvement project. Based on the minimum condition rating of its primary components, each bridge is assigned a numeric score from 50 to 95. The Bridge Condition Score is the average of these numeric values, weighted by deck area, making the Bridge Condition Score in Johnson County 90.75.

Utilities

Oncor, Atmos Energy, and TXU Energy are the main electric providers in the planning area.

Water & wastewater services are provided by the municipalities or Johnson County Special Utility District (JCSUC). The [Johnson County Special Utility District](#) (JCSUC) is a very important component of providing clean drinking water to the residents of Johnson County. Their system has about 900 miles of distribution pipeline and 50 miles of transmission lines and is divided into 15 separate pressure planes. JCSUD operates 7 elevated storage tanks with a combined total of 5 million gallons of water in the system. The water CCN (certificate of convenience and necessity) service area of the District is approximately 320 square miles; predominately in Johnson County, but also serving in Tarrant and Hill County.

JCSUD began construction on approximately 28 miles of infrastructure within their system starting in June 2020. These projects will improve the supply of water in some areas of the system, while also providing fire hydrants that will benefit the local area. The installation of these lines will also improve the District's service capacity.

Historic Buildings and Districts

Historic landmarks and districts are important to consider when evaluating vulnerabilities to hazards. What is historic, and worth saving, varies with the beholder. "Historic" applies to a building that is part of a community's tangible past. Due to the advanced age of these structures, they are highly susceptible to cracking, leaning, and total destruction caused by any of the hazards. The [Johnson County Historical Commission](#) is responsible for identifying and preserving Johnson County's historic resources.

According to the Texas Historic Sites Atlas, there are 6 courthouses, 93 cemeteries, 5 museums, 79 historical markers within Johnson County.²⁶ In addition to the THSA, the National Register of Historic Places listed four place in the planning area that have local or state historical significance.

Table 39: NRHP in Johnson County²⁷

Property Name	City	Street & Number	Area of Significance	Level of Significance - Local	Level of Significance - State
Cleburne Carnegie Library	Cleburne	201 N. Caddo St.	ARCHITECTURE	True	False
Cleburne Downtown Historic District	Cleburne	Roughly bounded by Brown, Border, Harrell & Buffalo Sts.	ARCHITECTURE; COMMUNITY PLANNING AND DEVELOPMENT	True	False
Johnson County Courthouse	Cleburne	1 Public Sq.	POLITICS/GOVERNMENT; ARCHITECTURE	False	True
Joiner-Long House	Cleburne	604 Prairie Av.	ARCHITECTURE	True	False
Wright Building	Cleburne	1 E. James St.	COMMERCE; ARCHITECTURE	True	False

3.3.3 Economy

According to the [Census Reporter](#), the 2021 average income per capita in Johnson County was \$32,362, 9.9% of the population is living below the poverty line, and the mean travel time to work is 31.6 minutes. There are roughly 70,869 housing units in the County with a median value of \$284,500 for owner-occupied housing units. Additional profiles of the planning area are reflected in the table below.

Table 40: 2021 Economic Profile of Planning Area²⁸

Jurisdiction	Per Capita Income	Persons Below Poverty Line	Mean Travel Time to Work	Number of Housing Units	Median Value of Owner-Occupied Housing Units
Alvarado²⁹	\$22,621	9.8%	26.9 minutes	1,632	\$136,100
Burleson³⁰	\$34,084	6.5%	30 minutes	16,843	\$219,200

²⁶ Texas Historical Sites Atlas. 2015. Texas Historical Commission. <https://atlas.thc.state.tx.us/>

²⁷ [National Register Database and Research - National Register of Historic Places \(U.S. National Park Service\) \(nps.gov\)](#)

²⁸ U.S. Census Bureau (2021). *American Community Survey 5-year estimates*. Retrieved from *Census Reporter Profile page for Johnson County, TX* <http://censusreporter.org/profiles/05000US48251-johnson-county-tx/>

²⁹ U.S. Census Bureau (2021). *American Community Survey 5-year estimates*. Retrieved from *Census Reporter Profile page for Alvarado, TX* <http://censusreporter.org/profiles/16000US4802260-alvarado-tx/>

³⁰ U.S. Census Bureau (2021). *American Community Survey 5-year estimates*. Retrieved from *Census Reporter Profile page for Burleson, TX* <http://censusreporter.org/profiles/16000US4811428-burleson-tx/>

Jurisdiction	Per Capita Income	Persons Below Poverty Line	Mean Travel Time to Work	Number of Housing Units	Median Value of Owner-Occupied Housing Units
Cleburne ³¹	\$25,392	13.6%	28 minutes	11,626	\$139,200
Godley ³²	\$28,622	16.2%	30.2 minutes	666	\$225,600
Joshua ³³	\$31,199	7.8%	31.9 minutes	3,126	\$217,500
Keene ³⁴	\$20,757	11.4%	25.8 minutes	2,275	\$162,600

According to the U.S. Census Bureau's 2021 County Business Patterns, there are 3,177 establishments for selected industries in the County. The following graph separates these industries by their 2-digit NAICS sector levels.

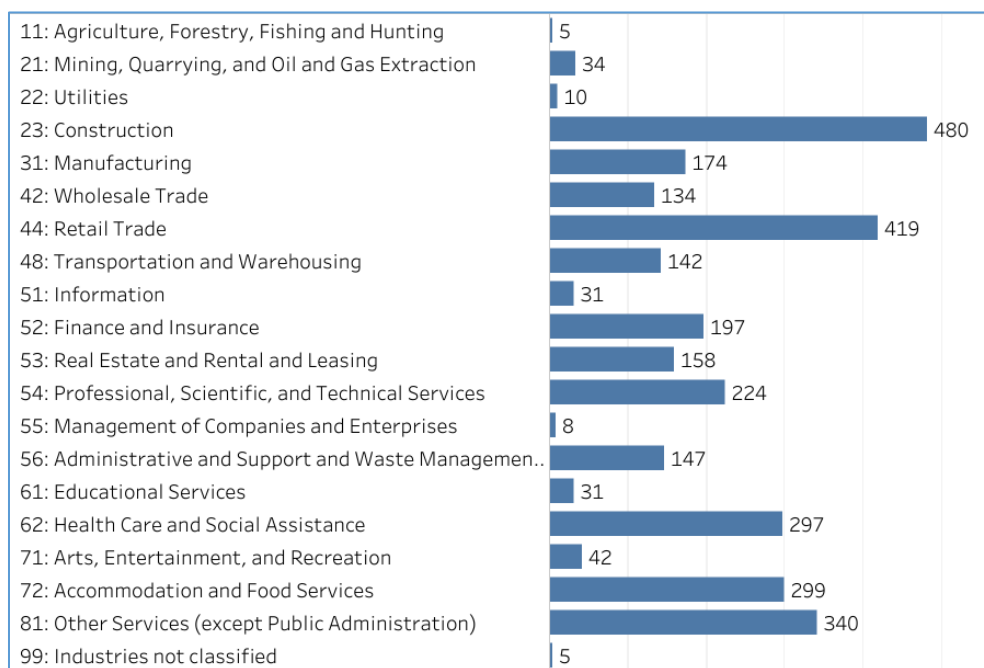


Figure 49: Number of Establishment for Selected Industries³⁵

³¹ U.S. Census Bureau (2021). *American Community Survey 5-year estimates*. Retrieved from *Census Reporter Profile page for Cleburne, TX* <http://censusreporter.org/profiles/16000US4815364-cleburne-tx/>

³² U.S. Census Bureau (2021). *American Community Survey 5-year estimates*. Retrieved from *Census Reporter Profile page for Godley, TX* <http://censusreporter.org/profiles/16000US4829972-godley-tx/>

³³ U.S. Census Bureau (2021). *American Community Survey 5-year estimates*. Retrieved from *Census Reporter Profile page for Joshua, TX* <http://censusreporter.org/profiles/16000US4838080-joshua-tx/>

³⁴ U.S. Census Bureau (2021). *American Community Survey 5-year estimates*. Retrieved from *Census Reporter Profile page for Keene, TX* <http://censusreporter.org/profiles/16000US4838548-keene-tx/>

³⁵ 2021 County Business Patterns, <https://www.census.gov/programs-surveys/cbp.html>

CEDS SWOT Analysis

To tie the risk assessment into the region's economic development strategy, a review of the Comprehensive Economic Development Strategy SWOT (Strengths, Weaknesses, Opportunities, and Threats) Analysis is beneficial. The SWOT analysis is an in-depth analysis of regional strengths, weaknesses, opportunities and threats, as the name suggests. It identifies what makes the region special or competitive in larger economies. These strengths are compared with factors that could keep a region from realizing its potential. Knowing a region's capacity for growth is critical to choose how to promote economic vitality. It is affected by cultural, economic, technological, intellectual and physical assets. A region can use the activities and engagement of business, government leaders and others to maximize its economic potential.

Being a member of the NCTCOG Region, Johnson County participated in the 2022 NCTCOG Comprehensive Economic Development Strategy (CEDS), in which the 16-country region broke up into clusters to conduct a Strength, Weakness, Opportunities, and Threats (SWOT) Analysis. The results from the Cluster 3 SWOT analysis that Johnson County participated in are provided below.

SWOT ANALYSIS BY CLUSTER — CLUSTER 3

Cluster 3 includes the following counties: **JOHNSON, ELLIS, AND NAVARRO**

STRENGTHS

- Power Grid
- Transportation Infrastructure: I-35E, I-35W, I-45, Highway 287, Highway 67, Highway 77, Chisholm Trail Parkway
- Water availability and low cost
- Skilled workforce (need a better-skilled one to compete, however)
- Access to job training
- Plenty of land
- Proximity to markets
- Higher education availability (highest return on investment)
- Competitive tax burden
- Strong pro-business climate
- Local infrastructure and capacity
- Access to airports
- High quality of life and lower cost of living
- Growing arts & entertainment
- Access to outdoor recreation: lakes and parks
- Rail (BNSF & Union Pacific)
- Proximity to ports
- Growing healthcare options
- Growing population

WEAKNESSES

- Low median household incomes (good for manufacturing)

- Limited rail spurs
- Limited incentive options & funding for incentives
- Destination retail (commerce)
- Lack of social services
- Education attainment
- Broadband access

OPPORTUNITIES

- Reshoring/onshoring/offshoring (some companies are coming back)
- Foreign direct investment (opportunities for FDIs who want to invest/buy a piece of the action in the region)
- Power Grid
- Expand diverse housing options
- Take advantage of metro business industry leakage
- Retail opportunities
- The southern region of DFW Metroplex growth opportunities
- Expansion of utility infrastructure
- Utilization of federal infrastructure funds

THREATS

- Weather (tornadoes)
- Increased incentives from other states
- A decline in standard manufacturing base (being replaced with automation)
- Offshoring (financial and manufacturing)
- Tighter environmental regulations (i.e., air quality)
- Poorly educated workforce
- Aging infrastructure
- Uncertainty in the future of electrical infrastructure
- Housing bubble
- Financial market volatility
- Construction materials cost and availability
- Disruption of retail due to e-commerce
- Diverse housing options
- Lack of water for manufacturing and all development

3.3.4 Natural Environment

Land

The E.P.A. defines ecoregions as areas where ecosystems (and the type, quality, and quantity of environmental resources) are generally similar. According to the Texas Parks and Wildlife Department (TPWD), Texas is divided into 10 natural regions or ecoregions: the Piney Woods, the Gulf Prairies and marshes, the Post Oak Savannah, the Blackland Prairies, the Cross Timbers, the South Texas Plains, the Edwards Plateau, the Rolling Plains, the High Plains, and the Trans-Pecos. According to the following map, most of Johnson County is in the Cross Timbers Ecoregion, with a sliver of the eastern portion of the county in the Blackland Prairies.

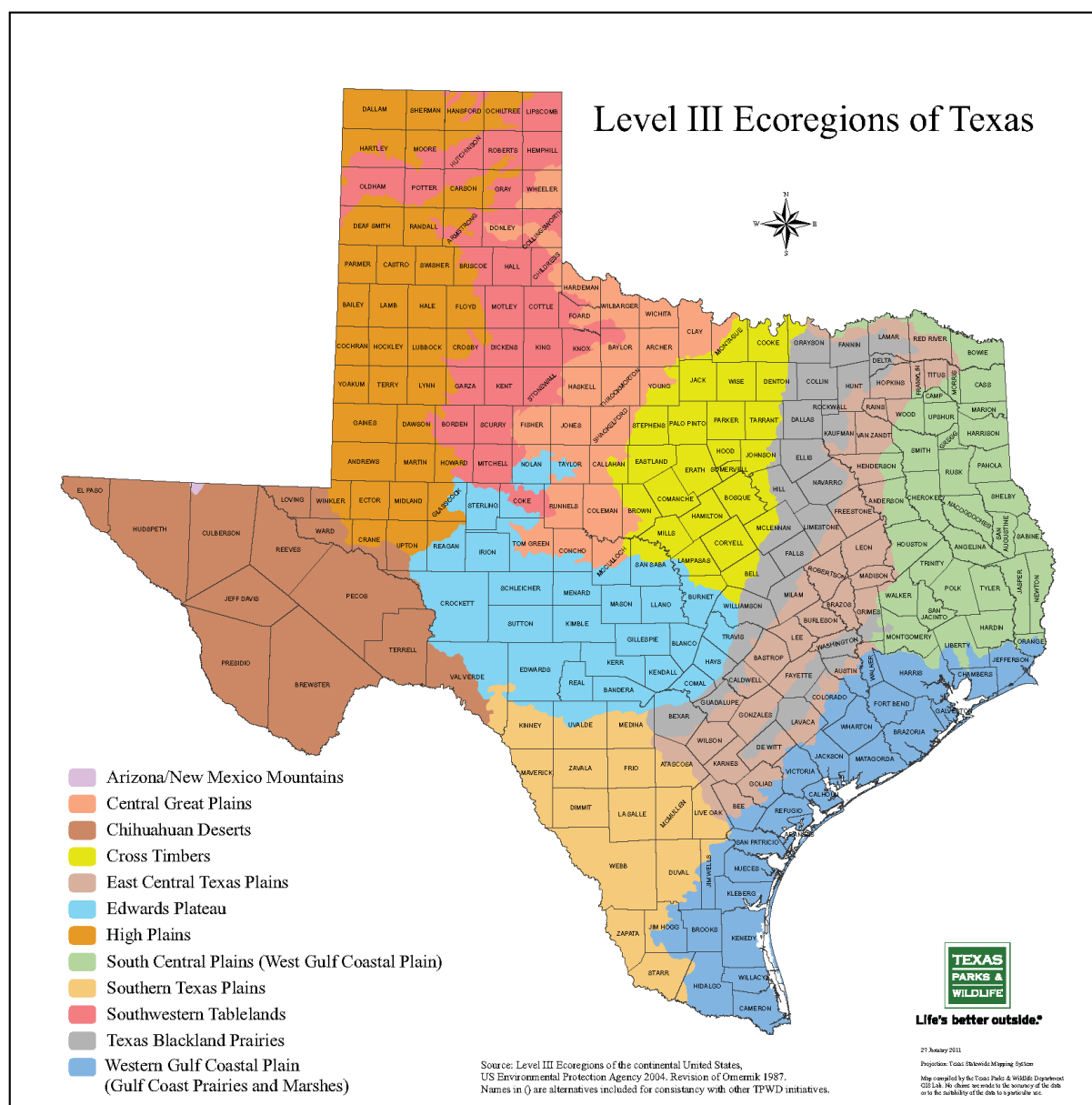


Figure 50: TPWD Ecoregions

The Cross Timbers Ecoregion, in north and central Texas, includes areas with high density of trees and irregular plains and prairies. Soils are primarily sandy to loamy. Rainfall can be moderate, but somewhat erratic, therefore moisture is often limiting during part of the growing season. Also known as the Osage Plains, it is the southernmost of three tallgrass prairies. It varies from savannah and woodland to the east and south, into shorter mixed-grass prairie to the west.

As in the rest of the Great Plains, fire, topography, and drought-maintained prairie and established the location of woodlands.³⁶ Giant dinosaurs once roamed this region and the neighboring county, Somervell, is home to Dinosaur Valley State Park with the largest collection of dinosaur footprints.

Wildlife

TPWD is the steward of the [Texas Conservation Action Plan](#), a conservation plan for species most at risk with a primary purpose to bring people together to realize conservation benefits, prevent species listings, and preserve our natural heritage for future generations.

Johnson County is one of the 43 counties in the Cross Timbers Wildlife District. Cross Timbers [Handbook](#) contains information on Species of Greatest Conservation Need, regionally important habitats, local conservation goals and projects, regional and statewide activities, contact information for conservation partners, and maps that could help County officials better protect and improve its natural assets.³⁷

There are 47 documented species of greatest conservation need (SGCN) within Johnson County (see Table 41). All species on the county list are tracked in the [Texas Natural Diversity Database \(TXNDD\)](#).

Table 41: SGCN Species in Johnson County

Taxon	Common Name	State Rank
Amphibians	Woodhouse's toad	SU
Amphibians	Strecker's chorus frog	S3
Birds	white-faced ibis	S4B
Birds	bald eagle	S3B,S3N
Birds	black rail	S2
Birds	whooping crane	S1S2N
Birds	piping plover	S2N
Birds	mountain plover	S2
Birds	rufa red knot	S2N
Birds	Franklin's gull	S2N
Birds	western burrowing owl	S2
Birds	Sprague's pipit	S3N
Birds	black-capped vireo	S3B
Birds	golden-cheeked warbler	S2S3B
Birds	lark bunting	S4B
Birds	chestnut-collared longspur	S3
Fish	Mississippi silvery minnow	S4

³⁶ [Texas Ecoregions — Texas Parks & Wildlife Department](#)

³⁷ Texas Conservation Action Plan. Texas Parks & Wildlife.
https://tpwd.texas.gov/huntwild/wild/wildlife_diversity/nongame/tcap/

Taxon	Common Name	State Rank
Mammals	cave myotis bat	S2S3
Mammals	tricolored bat	S2
Mammals	big brown bat	S5
Mammals	eastern red bat	S4
Mammals	hoary bat	S3
Mammals	swamp rabbit	S5
Mammals	black-tailed prairie dog	S3
Mammals	muskrat	S5
Mammals	long-tailed weasel	S5
Mammals	eastern spotted skunk	S1S3
Mammals	western hog-nosed skunk	S4
Mammals	mountain lion	S2S3
Reptiles	eastern box turtle	S3
Reptiles	western box turtle	S3
Reptiles	smooth softshell	S3
Reptiles	slender glass lizard	S3
Reptiles	Texas horned lizard	S3
Reptiles	prairie skink	S2
Reptiles	Brazos water snake	S1
Reptiles	Texas garter snake	S1
Reptiles	western massasauga	S3
Insects	American bumblebee	SNR
Insects	No accepted common name	S1
Mollusks	Brazos heelsplitter	SNR
Mollusks	Texas fawnsfoot	S2
Plants	tree dodder	S3
Plants	Texas milk vetch	S3
Plants	Hall's prairie clover	S2
Plants	Comanche Peak prairie clover	S2S3
Plants	Reverchon's scurfpea	S3

Water

Part of the Prairies & Lakes Region of TPWD, the planning area consists of Alvarado Park Lake, Lake Pat Cleburne, and Cleburne State Park lake.

Lake Pat Cleburne (Pat Cleburne Reservoir) is the only water reservoir from the Brazos-G Planning Region in Johnson County. The Reservoir is a 1,568-acre impoundment located on the Nolan, owned and operated by the City of Cleburne, and primary used for municipal water supply and recreation. The reservoir has a drainage area of 100 square miles, a storage capacity of 26,008 acre-feet, and a shoreline length of 15.3 miles. Water level has been within 4 feet of conservation pool (733.5 above mean sea level [MSL]) since 2016.

Johnson County is also a part of the Trinity River Basin (TWDB Flood Planning Region – 3) and Lower Brazos River Basin (TWDB Flood Planning Region – 8).

Groundwater comes from the Trinity Aquifer (Subcrop) major aquifer and there are an estimated 584 wells within the county.

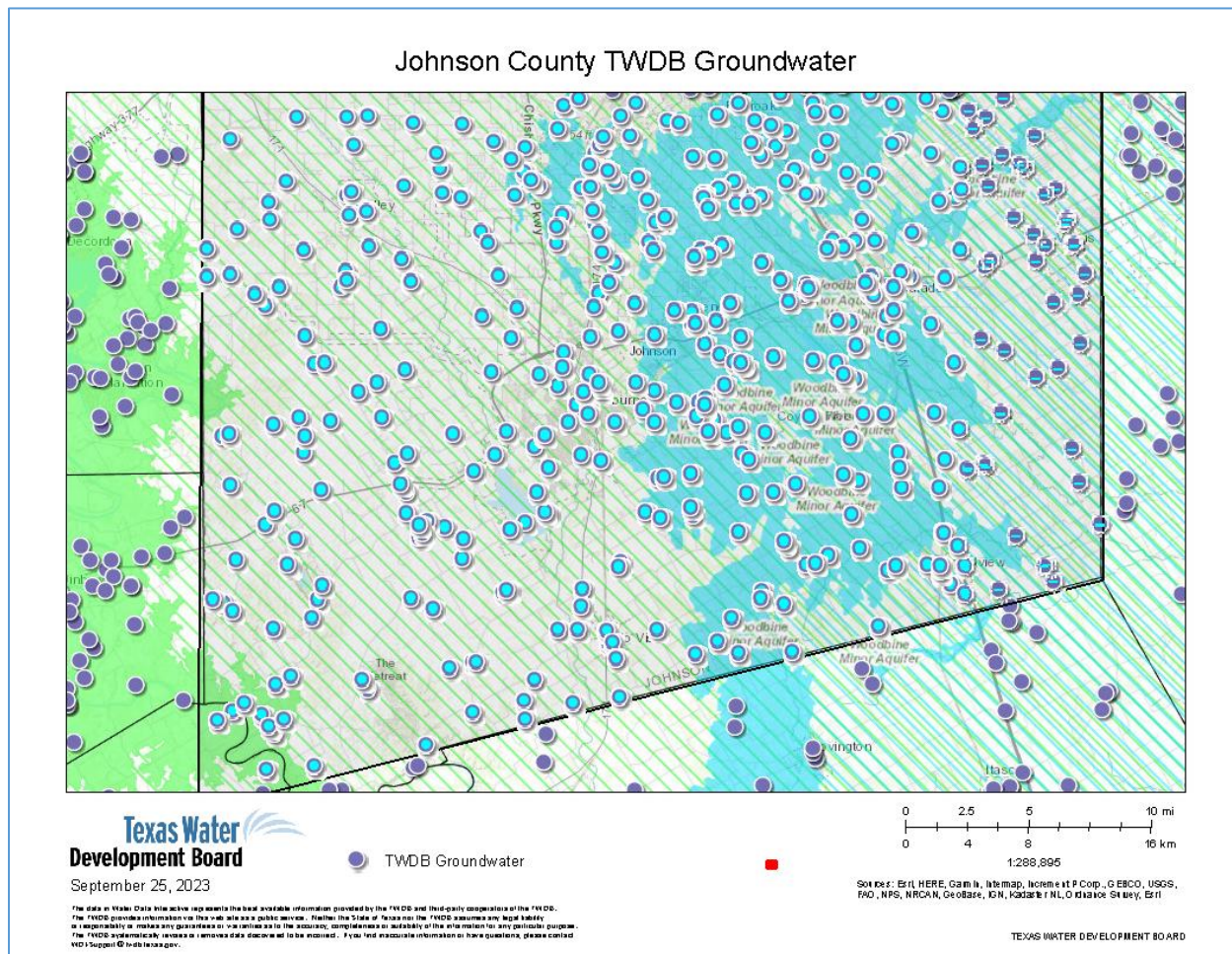


Figure 51: Wells in Johnson County

Bodies of water, such as lakes, reservoirs, and rivers, are vulnerable to severe weather and natural hazards, and the level of water has a dramatic effect on drought and flooding impacts on people and property in the participating jurisdictions.

3.4 Changes in Development

FEMA's defines changes in development as "recent development, potential development, or conditions that may affect the risks and vulnerabilities of the jurisdictions (for example, climate change, declining populations or projected increases in population, or foreclosures) or shifts in the needs of underserved communities or gaps in social equity. This can also include changes in local policies, standards, codes, regulations, land use regulations and other conditions."

While the overall vulnerability level and priorities of the participants have remained the same since the previous mitigation plan, the following changes in development require local officials to be prepared to take action when necessary.

3.4.1 Changes that Increase Vulnerability

Future Land Use and Zoning

New development in hazard-prone areas increases the risk of damage and injury from that hazard. All future development is vulnerable to severe weather events. Local planning mechanisms have identified planned development projects, such as road expansions, downtown revitalizations, and capital improvement projects in the participating jurisdictions that could be impacted by hazards.

Climate Change

A key factor to an increase in vulnerability is climate change. According to the United States Environmental Protection Agency (EPA),

Texas's climate is changing. Most of the state has warmed between one-half and one-degree Fahrenheit (°F) in the past century. In the eastern two-thirds of the state, average annual rainfall is increasing, yet the soil is becoming drier. Rainstorms are becoming more intense, and floods are becoming more severe... In the coming decades, storms are likely to become more severe, deserts may expand, and summers are likely to become increasingly hot and dry, creating problems for agriculture and possibly human health. Our climate is changing because the earth is warming. People have increased the amount of carbon dioxide in the air by 40% since the late 1700s. Other heat-trapping greenhouse gases are also increasing. These gases have warmed the surface and lower atmosphere of our planet about one degree during the last 50 years. Evaporation increases as the atmosphere warms, which increases humidity, average rainfall, and the frequency of heavy rainstorms in many places—but contributes to drought in others...³⁸

According to [Headwater Economics](#), Johnson County is expected to experience a 11% increase in extremely hot days and a 4% decrease in days with heavy precipitation within ten years in a higher emissions scenario (Figure 52).

³⁸ What Climate Change Means for Texas. August 2016. EPA 430-F-16-045. United States Environmental Protection Agency. <https://archive.epa.gov/epa/sites/production/files/2016-09/documents/climate-change-tx.pdf>

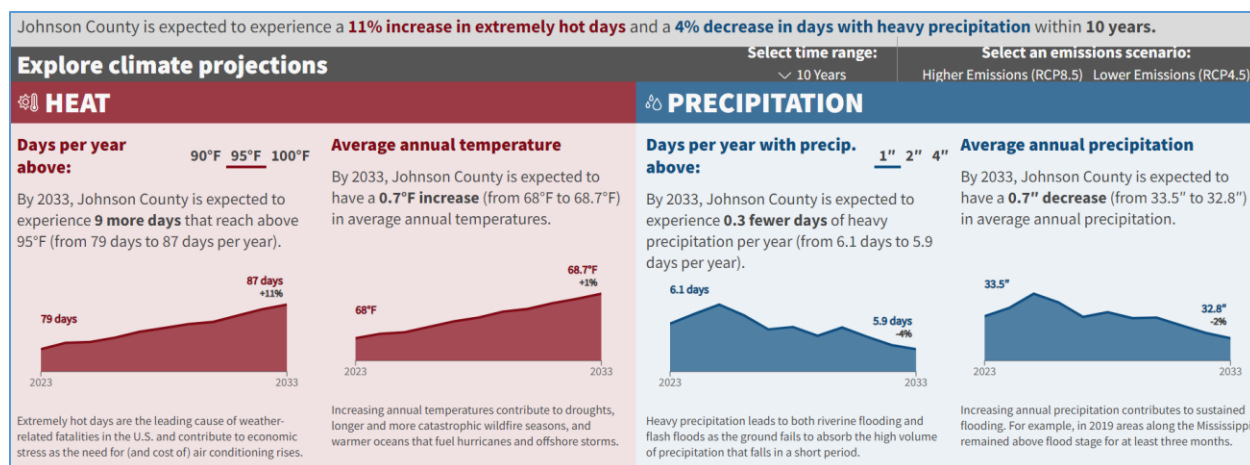


Figure 52: 10 Year Climate Projection

The following is an article from the Dallas Morning News that describes the effects of climate change in North Central Texas and the impacts on the existing natural hazards:

The United States has just come off a record year for weather and climate disasters and, by most accounts, it's only going to get worse.

Last year hurricanes Harvey, Irma, and Maria; the wildfires and floods in California; and tornado outbreaks in the Midwest and the South delivered \$306.2 billion in damages, more than any year in history when adjusted for inflation.

Texas is particularly vulnerable to a changing climate. It has had more costly weather-related disasters than any other state, and those events will happen more often as air and ocean temperatures climb, scientists say.

"Climate change is not just about polar bears," said Katharine Hayhoe, a climate scientist at Texas Tech University with an impressive YouTube following. "It will affect North Texas profoundly."

Between 2041 and 2050, Dallas-Fort Worth may see August temperatures rise from a mean of 86 °F at the end of the 20th century to 94 °F, with extremes rising above 120, reports one study by scientists at the University of Texas at Arlington.

Longer droughts and more extreme rainstorms will pose a challenge for those who manage drinking water supplies, those who raise cattle, and those who oversee our roads and railways.

The changes may also have unexpected effects on people's daily lives, including jobs. Intense heat can imperil cars and airplanes, evaporate drinking water supplies, and halt outdoor labor such as farm work and construction.

Adam Smith, a scientist with the federal government's main climate agency, the National Oceanic and Atmospheric Administration, calls Texas "the disaster capital of the United States."

As Smith explains, Texas is susceptible to almost every kind of weather and climate hazard, from extreme cold to extreme heat, from severe drought and wildfires to torrential floods. Texas is also home to a booming population and critical infrastructure, including the petrochemical plants that were damaged in Hurricane Harvey.

"Texas is a hot-spot for a wide range of extreme natural events due to its geography," said Smith. "We expect many of these extremes to become more frequent and intense as time moves forward."

While uncertainty is built into climate models, scientists have a high degree of confidence in many of the changes they observe and predict.

The bigger, longer and more common an event is, the greater the accuracy with which scientists can project how climate change will impact it, said Hayhoe, a lead author of a November 2017 climate change report overseen by scientists at 13 federal agencies. Larger events have more data associated with them and can be easier to model.

Researchers are very confident that climate change will increase both average and extreme temperatures. They are also confident that climate change is likely to increase the risk of heavy precipitation in many areas and may bring stronger droughts to the south-central and southwestern parts of the U.S.

Projected impacts on smaller-scale events like tornadoes and hailstorms are less well understood.

One area of consensus is the cause of climate change. "It is extremely likely that human activities, especially emissions of greenhouse gases, are the dominant cause of the observed warming since the mid-20th century," note the authors of the Fourth National Climate Assessment, a Congressionally mandated review that scientists conduct every four years. They add that there are no convincing alternative explanations.

Below is how these changes will affect our area, the evidence behind the projections, and how confident scientists are in each of these findings.

Heat

More record-setting heat in North Texas is a virtual certainty. Already, we are living through the warmest period in the history of modern civilization, the federal report found, and that warming will accelerate.

Climate science contrarians often attack the models on which climate projections are based. Myron Ebell, who led President Donald Trump's transition team at the Environmental Protection Agency, accepts that humans are most likely responsible for warming, but he says models have exaggerated the outcome. Ebell is director of the Center for Energy and Environment at the Competitive Enterprise Institute, a libertarian advocacy group based in Washington, D.C. He acknowledges that he is not a scientist.

In fact, researchers have used models to predict global temperature changes for more than 50 years, and the models' projections have been fairly accurate over the long term. In the early 21st century, a discrepancy appeared between observed and modeled temperatures—a period dubbed the "global warming slowdown" or "hiatus."

Scientists have published scores of studies on the mismatch and tied it to several factors that contributed to lower-than-expected observed temperatures. Those factors include a series of small volcanic eruptions, the cooling effects of which scientists had underestimated, and lower than expected solar output.

Findings from those studies are helping to improve climate model simulations and helping scientists better understand why there are differences between simulations and observations in the early 21st century, said Ben Santer, a climate scientist at the Lawrence Livermore National Laboratory.

Global average temperatures increased about 1.8 degrees Fahrenheit in the last 115 years. In Dallas, they climbed from about 65 °F during the early part of the 20th century to 68 °F during the most recent decade. If nothing is done to reduce emissions of carbon dioxide and other greenhouse gases, average temperatures in the city may reach the low 70s by 2050 and surpass 75°F by the end of the century.

Earlier this year, Amir Jina and colleagues published a study in the journal *Science* that estimated economic damage from climate change in each county of the United States.

Once temperatures reach the high 90s, equal to or above body temperature, fatality rates go up.

Besides people, heat also affects roads. A 2015 study by the University of Texas at Arlington (UTA) that focused on the impact of climate change on transportation predicted "an increase in wildfires along paved highways, heat-induced stress on bridges and railroads, air-conditioning problems in public transport vehicles and heat-related accidents by failure of individual vehicles and heat-related stress."

The study concluded, "These impacts can be translated into substantial mobility and economic loss."

Drought

Along with heat will come stronger drought, which "has profound economic impacts," said Hayhoe.

The prediction that North Texas will have longer and more severe droughts is based on multiple factors, including the relationship between high temperatures and soil dryness and the presence of more frequent and longer lasting high-pressure systems in summer that suppress rainfall and deflect storms away from our area.

Hayhoe points to Texas' 2010-2013 drought as a probable sign of things to come. Although this drought occurred naturally, as a result of a strong La Niña event that typically brings dry conditions to our area, it was exacerbated by extreme heat. That event created severe hay shortages for cattle farmers and led some ranchers to prematurely slaughter their herds or export them out of state.

"Cotton can be drought-resistant, but not cattle," said Hayhoe.

The 2015 UTA study predicts a reduction in soil moisture of 10% to 15% in all seasons by 2050, which can also lead to cracked pavement and the premature loss of roads, railways, and other infrastructure.

Heat and drought also pose a problem for drinking water supplies, which North Texas sources from surface reservoirs that will be increasingly prone to evaporation. Hayhoe says some water managers are considering pumping the reservoirs underground during exceptionally hot and dry conditions, or covering them with polymer "blankets."

The blankets are an invisible layer of organic molecules that can help reduce evaporation.

Floods

While it's not likely that annual precipitation totals will change in North Texas, rainfall patterns likely will. Hayhoe and Nielsen-Gammon both say we will likely see enhanced "feast or famine" cycles with torrential rainstorms in the spring followed by longer than usual dry periods.

These predictions carry a high degree of certainty, because climatologists have already recorded this trend playing out.

"Rainfall becoming more extreme is something we expect because we've observed this not just in North Texas but throughout the United States, and models consistently predict it will continue to happen," said Nielsen-Gammon.

Severe rainstorms, the UTA scientists predict, will have the capacity to flood highway exit and service roads in the Federal Emergency Management Agency (FEMA) 100-year floodplain.

"While the state highway system was built above flooding levels, the connector roads may be easily flooded," said Arne Winguth, a climate scientist at UTA who co-authored the report.

Tornadoes and hail

Two events climate scientists cannot reliably project are hailstorms and tornadoes. "A lot of the things we care about are too small-scale to predict with more confidence," said Nielsen-Gammon. "The historical record is not large enough for longer-term forecasts."

There is some evidence that tornadoes, like rainstorms, are becoming more concentrated on fewer days and that their season has become less predictable.

The same is true with hail. "One thing we expect to happen with a warming climate is that the average humidity in the lower atmosphere may decrease, and if that happens it's easier for hail to stay frozen," said Nielsen-Gammon. "That factor might increase hailstorms, but that's just one of many factors that do affect hail."

Economy

Jina of the University of Chicago predicted in his study that climate change would decrease Dallas County's annual income by 10% to 20% in the coming decades unless emissions are reduced. "North Texas is one of the worst-affected places in the country," he said. Much of the loss comes from higher mortality rates, soaring air-conditioning costs, and reduced labor productivity.

To track labor productivity, Jina and his colleagues examined national time-use surveys, diaries kept by thousands of volunteers across the country, and compared them with local weather data. He found that on extremely hot days, people tended to stop working about 30 minutes early.

"There's direct evidence that people concentrate less well, make more mistakes and their brain just functions less efficiently if it's too hot," he said. Heat also disrupts sleep. "The general lack of productivity leads to them saying, 'No more work today.'"

The good news is that many climate-change effects are manageable. They do require local and federal authorities to plan ahead and take action, said Smith of the National Oceanic and Atmospheric Administration.

"It is important," he said, "to address where we build, how we build and also to build protections for populations already exposed in vulnerable areas."³⁹

All participating jurisdictions are experiencing the effects of climate change.

Aging Structure and Infrastructure

The age of this infrastructure ties into its level of vulnerability. The older the infrastructure, the more likely it is to fail due to the impacting hazards.

The participating jurisdictions provided an inventory of critical facilities and infrastructure that did not list the age of the facilities. This deficiency will be included as a mitigation action item in each jurisdiction.

Population Increase

Population growth and distribution, especially increased population density and urbanization, increases vulnerability to disasters.⁴⁰

The following table reflects the estimated changes in participating jurisdictions' demographics since the adoption of the 2015 HMP.

Table 42: Population Increase⁴¹

Name	Status	Population Census 2000-04-01	Population Census 2010-04-01	Population Census 2020-04-01	Population Estimate 2022-07-01
Alvarado	City	3,007	3,302	3,864	4,898
Burleson	City	16,296	21,755	36,876	47,633
Cleburne	City	22,775	26,371	29,634	31,293
Godley	City	679	930	1,006	1,457
Joshua	City	4,226	5,031	6,413	7,918
Keene	City	4,302	5,650	6,117	6,419
Johnson	County	126,811	150,934	179,927	195,506

Socially Vulnerable Populations

Socially Vulnerable Populations include those who have special needs, such as, but not limited to, people without vehicles, people with disabilities, older adults, and people with limited English proficiency. For these populations, emergency response failures can have catastrophic consequences, including loss of the ability to work or live independently, permanent injury, and death. Without appropriate preparation, vulnerable individuals may not be able to evacuate as instructed, reach points of distribution for medical countermeasures, understand written or verbal communications during an emergency, or find suitable housing if their residences are destroyed during a disaster.

³⁹ Climate change to bring North Texas longer droughts, heavy rains, 120-degree temps within 25 years. Kuchment, Anna. 2018, February 15. <https://www.dallasnews.com/news/climate-change-1/2018/02/15/climate-change-to-bring-texas-longer-droughts-heavy-rains-120-temps-august-within-25-years>

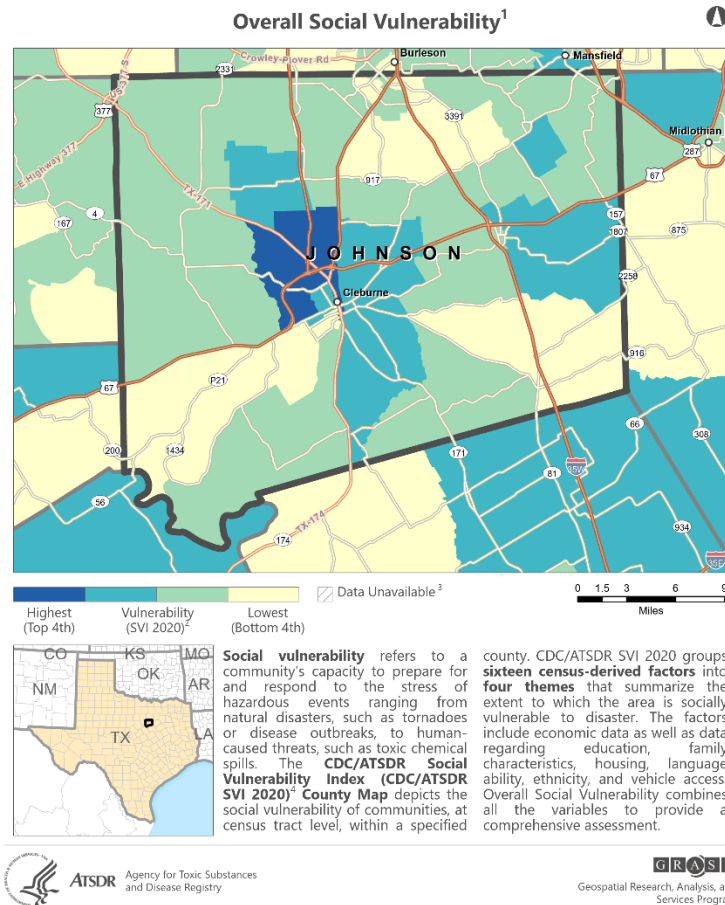
⁴⁰ Ben Wisner et al., At Risk: Natural Hazards, People's Vulnerability, and Disasters, 2d ed. (London: Routledge, 2004).

⁴¹ [USA: States, Counties, Cities, Places, Urban Areas & Metropolitan Areas - Population Statistics in Maps and Charts \(citypopulation.de\)](https://citypopulation.de/)

To help public health officials and emergency response planners meet the needs of socially vulnerable populations in emergency response and recovery efforts, the Geospatial Research, Analysis, and Services Program (GRASP) created and maintains the CDC/ATSDR Social Vulnerability Index (CDC/ATSDR SVI).

The CDC/ATSDR SVI uses U.S. Census data to determine the social vulnerability of every census tract. Census tracts are subdivisions of counties for which the Census collects statistical data. The SVI ranks each tract on 16 social factors, including poverty, lack of vehicle access, and crowded housing, and groups them into four related themes. Maps of the four themes and overall SVI are shown in Figure 53 on the following page.

CDC/ATSDR Social Vulnerability Index 2020 JOHNSON COUNTY, TEXAS



CDC/ATSDR SVI 2020 – JOHNSON COUNTY, TEXAS

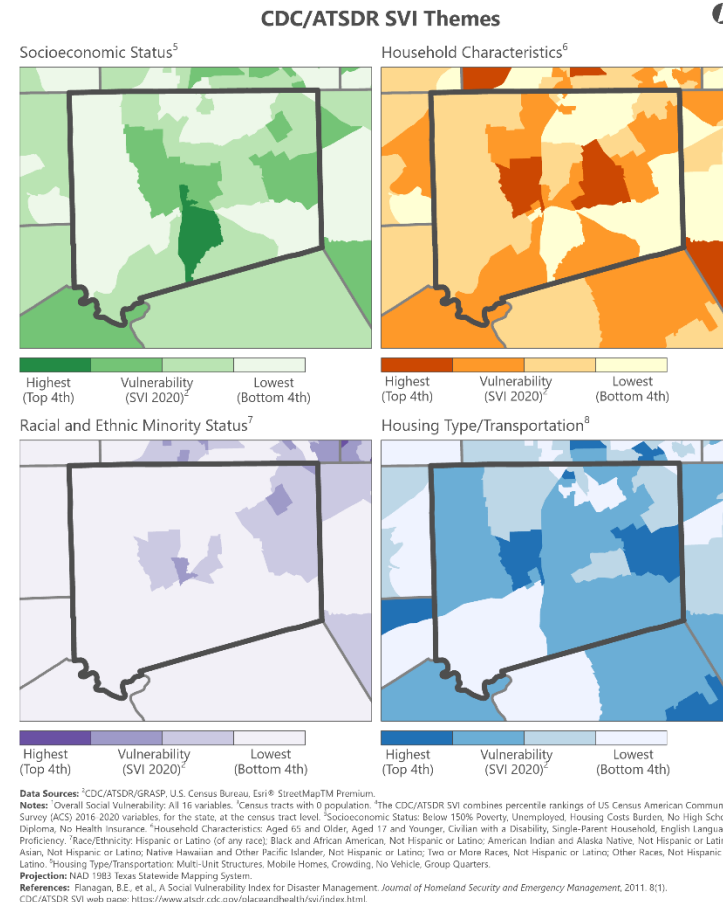


Figure 53: CDC /ATSDR Social Vulnerability Index of Johnson County

Repetitive Loss Properties

Among the National Flood Insurance Policy (NFIP) policyholders are thousands whose properties have flooded multiple times. Called “repetitive loss properties,” these are buildings and/or contents for which the NFIP has paid at least two claims of more than \$1,000 in any 10-year period since 1978. “Severe repetitive loss properties” are those for which the program has either made at least four payments for buildings and/or contents of more than \$5,000 or at least two building-only payments that exceeded the value of the property. These two kinds of properties are the biggest draw on the NFIP Fund. They not only increase the NFIP’s annual losses and the need for borrowing; but they drain funds needed to prepare for catastrophic events. Community leaders and residents should also be concerned with the Repetitive Loss problem because residents’ lives are disrupted and may be threatened by the continual flooding.

The tables below provide information about the repetitive loss and severe repetitive loss properties within the participating jurisdictions, as provided by the Federal Emergency Management Agency. The primary objective of identifying these properties is to eliminate or reduce the damage to property and the disruption to life caused by repeated flooding of the same properties.

Table 43: NFIP Repetitive Loss Properties

Community Name	Mitigated	NFIP Insured	Occupancy 1	Total Losses	Total Paid	As Of Date
ALVARADO, CITY OF	NO	SDF	SINGLE FMLY (OLD METHODOLOGY)	3	\$134,182.87	9/10/2023
BURLESON, CITY OF	NO	NO	SINGLE FMLY (OLD METHODOLOGY)	3	\$53,370.19	9/10/2023
BURLESON, CITY OF	NO	NO	SINGLE FMLY (OLD METHODOLOGY)	2	\$2,367.09	9/10/2023
BURLESON, CITY OF	NO	YES	SINGLE FMLY (OLD METHODOLOGY)	2	\$24,141.38	9/10/2023
BURLESON, CITY OF	NO	NO	SINGLE FMLY (OLD METHODOLOGY)	2	\$16,579.52	9/10/2023
BURLESON, CITY OF	NO	YES	SINGLE FMLY (OLD METHODOLOGY)	2	\$48,907.47	9/10/2023
BURLESON, CITY OF	NO	NO	SINGLE FMLY (OLD METHODOLOGY)	3	\$109,486.27	9/10/2023
BURLESON, CITY OF	NO	YES	SINGLE FMLY (OLD METHODOLOGY)	2	\$71,815.55	9/10/2023
CLEBURNE, CITY OF	YES	NO	SINGLE FMLY (OLD METHODOLOGY)	2	\$16,110.79	9/10/2023
CLEBURNE, CITY OF	YES	NO	SINGLE FMLY (OLD METHODOLOGY)	2	\$10,761.16	9/10/2023
CLEBURNE, CITY OF	YES	NO	SINGLE FMLY (OLD METHODOLOGY)	3	\$20,075.54	9/10/2023
CLEBURNE, CITY OF	NO	NO	SINGLE FMLY (OLD METHODOLOGY)	4	\$70,050.70	9/10/2023
CLEBURNE, CITY OF	NO	NO	2-4 FAMILY (OLD METHODOLOGY)	2	\$19,785.65	9/10/2023
CLEBURNE, CITY OF	NO	NO	SINGLE FMLY (OLD METHODOLOGY)	3	\$60,935.08	9/10/2023
CLEBURNE, CITY OF	YES	NO	SINGLE FMLY (OLD METHODOLOGY)	2	\$18,443.95	9/10/2023
CLEBURNE, CITY OF	NO	YES	SINGLE FMLY (OLD METHODOLOGY)	5	\$59,421.46	9/10/2023

Community Name	Mitigated	NFIP Insured	Occupancy 1	Total Losses	Total Paid	As Of Date
CLEBURNE, CITY OF	NO	YES	SINGLE FMLY (OLD METHODOLOGY)	3	\$134,195.40	9/10/2023
CLEBURNE, CITY OF	NO	NO	OTHER RESID (OLD METHODOLOGY)	2	\$61,997.81	9/10/2023
CLEBURNE, CITY OF	NO	NO	SINGLE FMLY (OLD METHODOLOGY)	2	\$15,500.00	9/10/2023
JOHNSON COUNTY*	NO	SDF	SINGLE FMLY (OLD METHODOLOGY)	5	\$191,151.92	9/10/2023
JOHNSON COUNTY*	NO	NO	SINGLE FMLY (OLD METHODOLOGY)	3	\$12,288.33	9/10/2023
JOHNSON COUNTY*	NO	NO	SINGLE FMLY (OLD METHODOLOGY)	2	\$18,502.31	9/10/2023
JOHNSON COUNTY*	NO	YES	SINGLE FMLY (OLD METHODOLOGY)	5	\$249,234.77	9/10/2023
JOHNSON COUNTY*	NO	NO	SINGLE FMLY (OLD METHODOLOGY)	2	\$34,588.26	9/10/2023
JOHNSON COUNTY*	NO	YES	SINGLE FMLY (OLD METHODOLOGY)	2	\$94,597.42	9/10/2023
JOHNSON COUNTY*	NO	YES	SINGLE FMLY (OLD METHODOLOGY)	2	\$24,704.52	9/10/2023
JOHNSON COUNTY*	NO	NO	SINGLE FMLY (OLD METHODOLOGY)	2	\$23,533.97	9/10/2023
JOHNSON COUNTY*	NO	YES	SINGLE FMLY (OLD METHODOLOGY)	2	\$24,219.36	9/10/2023
JOHNSON COUNTY*	NO	YES	SINGLE FMLY (OLD METHODOLOGY)	3	\$38,078.66	9/10/2023
JOHNSON COUNTY*	NO	NO	SINGLE FMLY (OLD METHODOLOGY)	2	\$320,760.51	9/10/2023
JOHNSON COUNTY*	NO	NO	SINGLE FMLY (OLD METHODOLOGY)	2	\$52,645.63	9/10/2023
JOHNSON COUNTY*	NO	YES	SINGLE FMLY (OLD METHODOLOGY)	2	\$118,546.55	9/10/2023
JOHNSON COUNTY*	NO	YES	SINGLE FMLY (OLD METHODOLOGY)	2	\$30,152.16	9/10/2023
JOHNSON COUNTY*	NO	NO	SINGLE FMLY (OLD METHODOLOGY)	2	\$18,891.79	9/10/2023
JOHNSON COUNTY*	NO	YES	SINGLE FMLY (OLD METHODOLOGY)	2	\$98,563.19	9/10/2023
JOHNSON COUNTY*	NO	YES	OTHR-NONRES (OLD METHODOLOGY)	2	\$173,220.26	9/10/2023
JOHNSON COUNTY*	NO	YES	SINGLE FMLY (OLD METHODOLOGY)	2	\$50,978.14	9/10/2023
JOHNSON COUNTY*	NO	NO	SINGLE FMLY (OLD METHODOLOGY)	2	\$17,813.60	9/10/2023
KEENE, CITY OF	NO	NO	SINGLE FMLY (OLD METHODOLOGY)	2	\$35,030.84	9/10/2023

Wildland-Urban Interface

The Wildland-Urban Interface (WUI) layer of a map reflects housing density depicting where humans and their structures meet or intermix with wildland fuels. WUI housing density is categorized based on the standard Federal Register and United States Forest Service (USFS) Silvics data set categories. The number of housing density categories is extended to provide a better gradation of housing distribution to meet specific requirements of the states for their fire protection planning activities. While units of the data set are in houses per square kilometer, which is consistent with other data such as USFS SILVIS, the data is presented as the number of houses per acre to aid with interpretation and use in Texas.

Wildfires can cause significant damage to property and threaten the lives of people who are unable to evacuate WUI areas. All improved property, critical facilities, and critical structures and infrastructure located in these wildfire-prone areas are considered vulnerable and can be exposed to this hazard. The following map reflects the WUI areas in Johnson County.

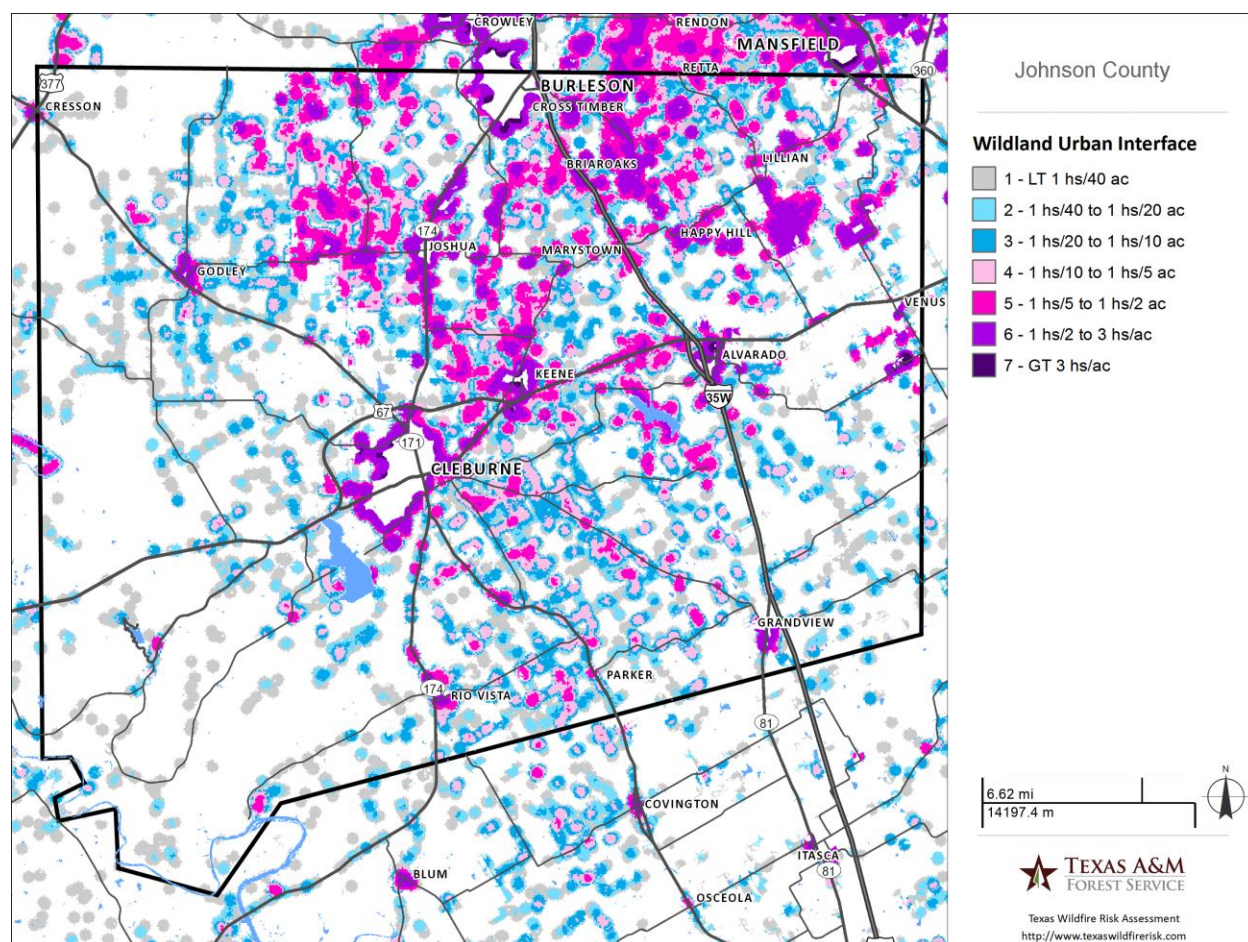


Figure 54: WUI Area

3.4.2 Changes that can Decrease Vulnerability

Factors that decrease vulnerability to hazards include the mitigation actions that have previously been implemented, the adoption of new codes and policies, and the participation in regional projects sponsored by the North Central Texas Council of Governments (NCTCOG) and other governing agencies.

Local Mitigation Activities

The participating jurisdictions have not taken advantage of FEMA's non-disaster grants to fund and implement mitigation actions. One of the goals following the approval and adoption of this HMP is to prioritize the mitigation strategy as a focus for the local governing bodies.

Regional Projects

Johnson County is a member of the North Central Texas Council of Governments (NCTCOG), which is a voluntary association established to assist in regional planning. NCTCOG consists of many departments that implement programs and projects that address the mitigation goals of the participating jurisdictions.

The Environment & Development Department at NCTCOG plays a major role in regional coordination and management of reports and projects that improve regional resilience to natural hazards through the following programs:

- **The Corridor Development Certificate (CDC)** – The CDC process aims to stabilize flood risk along the Trinity River. The CDC process does not prohibit floodplain development but ensures that any development that does occur in the floodplain will not raise flood water levels or reduce flood storage capacity. A CDC permit is required to develop land within a specific area of the Trinity floodplain called the Regulatory Zone, which is similar to the 100-year floodplain.
 - Under the CDC process, local governments retain ultimate control over floodplain permitting decisions, but other communities along the Trinity River Corridor are given the opportunity to review and comment on projects in their neighbor's jurisdiction. As the Metroplex economy continues to grow and develop, the CDC process will prevent increased flood risks.
- **NCTCOG-OneRain Contrail Flood Warning Software**- Contrail software that delivers automated real-time data collection, processing, validation, analysis, archiving and visualization of hydrometeorological and environmental sensor data.
- **The *integrated* Stormwater Management (iSWM) Program**- The iSWM™ Program for Construction and Development is a cooperative initiative that assists cities and counties to achieve their goals of water quality protection, streambank protection, and flood mitigation, while also helping communities meet their construction and post-construction obligations under state stormwater permits.
 - Development and redevelopment by their nature increase the amount of imperviousness in our surrounding environment. This increased imperviousness translates into loss of natural areas, more sources for pollution in runoff, and heightened flooding risks. To help mitigate these impacts, more than 60 local governments are cooperating to proactively create sound stormwater management guidance for the region through the *integrated* Stormwater Management (iSWM) Program.
- **16-County Watershed Management Initiative**- Communities from across the region come together to collaborate on how to reduce the risks of flooding in their communities.
- **Texas Smartscape**- Texas SmartScape™ is a landscape program crafted to be "smart" for North Central Texas. Based on water-efficient landscape principles, it promotes the use of plants suited to our region's soil, climate, and precipitation that don't require much—if any—additional irrigation, pesticides, fertilizer, or herbicides to thrive.

- The two main goals of the program are to:
 - Improve stormwater runoff quality
 - Conserve local water supplies

The Transportation Department promotes the following programs:

- **Bicycle-Pedestrian-** The passage of the 1991 Intermodal Surface Transportation Efficiency Act prompted NCTCOG to include non-motorized transportation network improvements in regional planning efforts. NCTCOG established the Bicycle and Pedestrian program in 1992 to address the various activities related to implementing bicycle and pedestrian facilities as an alternative mode of regional transportation.
- **Sustainable Development-** As land uses influence regional travel patterns and demand on the transportation system, and transportation connects land uses and provides access to developments, both need to be planned in conjunction with one another. NCTCOG supports Sustainable Development: mixed-use, infill, and transit-oriented developments that reduce vehicle miles traveled, enable the use of alternative modes of transportation, promote economic development, and improve air quality.

State Programs

State programs can increase the resiliency of communities in Texas. The Hazard Mitigation Section of the Texas Division of Emergency Management (TDEM) supports Texas communities as they reduce their risk and increase their resilience. The section is comprised of two units, the Plans Unit and the Grants Unit. The two units provide a comprehensive program to support local jurisdictions as they assess the risks they face, plan to mitigate them, and fund those plans to implement mitigation projects that reduce risk across the state.

Federal Policies & Programs

On October 5, 2018, President Trump signed the Disaster Recovery Reform Act of 2018 (DRRA) into law as part of the Federal Aviation Administration Reauthorization Act of 2018. These reforms acknowledge the shared responsibility of disaster response and recovery, aim to reduce the complexity of FEMA and build the nation's capacity for the next catastrophic event. The law contains more than 50 provisions that require FEMA policy or regulation changes for full implementation, as they amend the Robert T. Stafford Disaster Relief and Emergency Assistance Act. It has yet to be seen how the DRRA will be implemented and how it will impact state and local agencies, but highlights from the DRRA include:

Highlights from the DRRA include:

- **Greater investment in mitigation, before a disaster:** Authorizing the National Public Infrastructure Pre-Disaster Hazard Mitigation Grant Program, which will be funded through the Disaster Relief Fund as a six percent set aside from disaster expenses.
 - This program will focus on funding public infrastructure projects that increase community resilience before a disaster occurs.

- Previously, funding for pre-disaster mitigation grants relied on congressional appropriations which varied from year to year. Now, with a reliable stream of sufficient funding, communities will be able to plan and execute mitigation programs to reduce disaster risk nationwide.
- According to a 2017 National Institute of Building Sciences report, the nation saves six dollars in future disaster costs for every one dollar invested in mitigation activities.
- **Reducing risk from future disasters after fire:** Providing hazard mitigation grant funding in areas that received Fire Management Assistance Grants as a result of wildfire. Adding fourteen new mitigation project types associated with wildfires and windstorms.
- **Increasing state capacity to manage disaster recovery:** Allowing for higher rates of reimbursement to state, local and tribal partners for their administrative costs when implementing public assistance (12 percent) and hazard mitigation projects (15 percent). Additionally, the legislation provides flexibility for states and tribes to administer their own post-disaster housing missions, while encouraging the development of disaster housing strategies.
 - States, tribes, territories and local governments bear significant administrative costs implementing disaster recovery programs. Often these costs can be high and substantially burdensome for the impacted entity to meet. Increasing the funding for administrative costs will enable faster, more effective delivery of vital recovery programs to communities.
 - State and tribal officials have the best understanding of the temporary housing needs for survivors in their communities. This provision incentivizes innovation, cost containment and prudent management by providing general eligibility requirements while allowing them the flexibility to design their own programs.
- **Providing greater flexibility to survivors with disabilities:** Increasing the amount of assistance available to individuals and households affected by disasters, including allowing accessibility repairs for people with disabilities, without counting those repairs against their maximum disaster assistance grant award.
- **Retaining skilled response and recovery personnel:** Authorizing FEMA to appoint certain types of temporary employees who have been with the agency for three continuous years to full time positions in the same manner as federal employees with competitive status. This allows the agency to retain and promote talented, experienced emergency managers.

In 2021, President Biden approved more than \$3.46 billion to increase resilience to the potential impacts of climate change nationwide. This significant investment will be available for natural hazard mitigation measures across the 59 major disaster declarations issued due to the COVID-19 global pandemic.

With the growing climate change crisis facing the nation, FEMA's Hazard Mitigation Grant Program will provide funding to states, tribes, and territories for mitigation projects to reduce the potential impacts of climate change. Every state, tribe, and territory that received a major disaster declaration in response to the COVID-19 pandemic will be eligible to receive 4% of those disaster costs to invest in mitigation projects that reduce risks from natural disasters.

This influx of funding will help communities prioritize mitigation needs for a more resilient future, including underserved communities that are most vulnerable to the potential impacts of climate change. These projects can help address the effects of climate change and other unmet mitigation needs, including using funds to promote equitable outcomes in underserved communities.

As dollar losses increase along with the number of disaster declarations, it is expected that national policy will continue playing a huge part in community resilience.

Justice40 Initiative

A national commitment to environmental justice of this magnitude has never been made before. To meet the goal of the Justice40 Initiative, the Administration is transforming hundreds of Federal programs across the government to ensure that disadvantaged communities receive the benefits of new and existing Federal investments in these categories. Through the President's Inflation Reduction Act, Bipartisan Infrastructure Law, and the American Rescue Plan, Federal agencies are making historic levels of investment to advance environmental justice. This investment will help confront decades of underinvestment in disadvantaged communities and bring critical resources to communities that have been overburdened by legacy pollution and environmental hazards.⁴²

Federal agencies will use the Climate and Economic Justice Screening Tool (CEJT) to help identify disadvantaged communities that will benefit from programs included in the Justice40 Initiative. The tool has an interactive map and uses datasets that are indicators of burdens in eight categories: climate change, energy, health, housing, legacy pollution, transportation, water and wastewater, and workforce development. Communities that are disadvantaged live in tracts that experience burdens. These tracts are highlighted in blue, informing the user of what a disadvantaged community is depicted as on the map (see Figure 55 for example). These are the communities that are disadvantaged because they are overburdened and underserved.

⁴² [Justice40 Initiative | Environmental Justice | The White House](#)

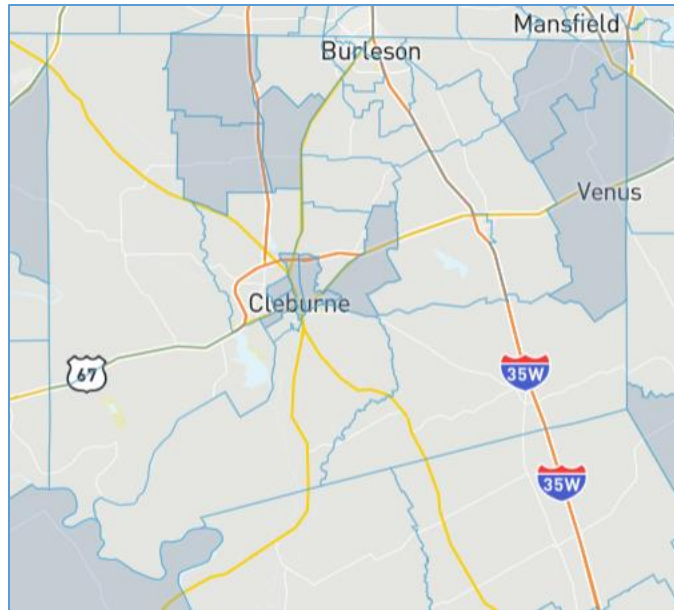


Figure 55: Climate and Economic Justice Screening Tool⁴³

National Flood Insurance Program



The National Flood Insurance Program (NFIP) aims to reduce the impact of flooding on private and public structures. It does so by providing affordable insurance to property owners, renters and businesses and by encouraging communities to adopt and enforce floodplain management regulations. These efforts help mitigate the effects of flooding on new and improved structures. Overall, the program reduces the socio-economic impact of disasters by promoting the purchase and retention of general risk insurance, but also of flood insurance, specifically. When a community participates in the NFIP, it participates in one of two phases: the Emergency Program or the Regular Program.

Emergency Program: Entry-level participation phase.

- Limited coverage
- Flat rates
- Basic Flood Hazard Boundary Map (FHBM)*

**Initial flood hazard identification*

Regular Program: Most participating communities are in this phase.

- Full participation
- Detailed Flood Insurance Rate Map (FIRM)
- NFIP's full limits of insurance

The following table lists the jurisdictions participating in the NFIP.

Table 44: Communities Participating in the National Flood Program⁴⁴

⁴³ [Explore the map - Climate & Economic Justice Screening Tool \(geoplatform.gov\)](https://www.geoplatform.gov/)

⁴⁴ FEMA. *Communities Participating in the National Flood Program*. 2023, <https://www.fema.gov/cis/TX.html>.

CID	Community Name	County	Init FHBM Identified	Init FIRM Identified	Curr Eff Map Date	Reg-Emer Date	Tribal
480397#	ALVARADO, CITY OF	JOHNSON COUNTY	08/09/74	05/04/82	12/04/12	05/04/82	No
485459B	BURLESON, CITY OF	TARRANT COUNTY/JOHNSON COUNTY	11/02/73	11/02/73	09/21/23	11/02/73	No
485462C	CLEBURNE, CITY OF	JOHNSON COUNTY	07/13/72	07/13/72	09/21/23	06/23/72	No
480880C	GODLEY, CITY OF	JOHNSON COUNTY	08/22/75	09/27/91	09/21/23	02/18/11	No
480882C	JOSHUA, CITY OF	JOHNSON COUNTY	06/27/75	09/27/91	09/21/23	09/27/91	No
481107#	KEENE, CITY OF	JOHNSON COUNTY	06/04/76	09/27/91	12/04/12	02/21/01	No
480879C	JOHNSON COUNTY*	JOHNSON COUNTY	05/17/77	09/27/91	09/21/23	09/27/91	No

Community Rating System

Going beyond the minimum flood standards, the Community Rating System (CRS) is a voluntary program for communities that participate in the National Flood Insurance Program (NFIP). The goals of the CRS are to reduce flood damages to insurable property, strengthen and support the insurance aspects of the NFIP, and encourage a comprehensive approach to floodplain management. The CRS has been developed to provide incentives in the form of premium discounts for communities to go beyond the minimum floodplain management requirements to develop extra measures to provide protection from flooding. For a community to be eligible, it must be in full compliance with the NFIP.

All communities start out with a Class 10 rating, which provides no discount. There are 10 CRS classes: Class 1 requires the most credit points and gives the greatest premium discount; Class 10 identifies a community that does not apply for the CRS or does not obtain a minimum number of credit points and receives no discount. There are 18 activities recognized as measures for eliminating exposure to floods. Credit points are assigned to each activity. The activities are organized under 4 main categories:

- Public Information
- Mapping and Regulation
- Flood Damage Reduction
- Flood Preparedness

Premium discounts ranging from 5% to a maximum of 45% are applied to eligible policies written in a community as recognition of the floodplain management activities instituted.

All CRS communities must maintain completed FEMA elevation and floodproofing certificates for all new and substantially improved construction in the Special Flood Hazard Area (SFHA) after the date of application for CRS classification. These certificates must be available upon request. Therefore, in writing a policy, an agent/producer should be able to get these certificates from any CRS community. In addition, some CRS communities receive credit for having completed certificates for Post-Flood Insurance Rate Map (FIRM) buildings constructed prior to the CRS application date. If they do receive this credit, these certificates should also be available to agents/producers writing flood insurance.

Table 45: CRS Participants

Community Name	CRS Entry Date	Current Effective Date	Current Class	% Discount for SFHA	% Discount for Non- SFHA	Status
Burleson	10/1/1991	10/1/2021	10	0	0	R
Cleburne	10/1/1992	5/1/2013	8	10	5	C

3.3.5 Greatest Vulnerabilities

The overall vulnerability level of the participants has remained the same since the previous mitigation plan, yet can increase with the aging infrastructure, increase in population, and presence of climate change.

Below is a list of the participating jurisdictions greatest vulnerabilities in relation to natural hazards.

Table 46: Greatest Vulnerabilities

Jurisdiction	Vulnerabilities
Alvarado	<ul style="list-style-type: none"> Any substantial event would be devastating to the financial capabilities of the city. Any major event would overwhelm the local resources.
Burleson	<ul style="list-style-type: none"> Any substantial event would be devastating to the financial capabilities of the city. Any major event would overwhelm the local resources.
Cleburne	<ul style="list-style-type: none"> Any substantial event would be devastating to the financial capabilities of the city. Any major event would overwhelm the local resources.
Godley	<ul style="list-style-type: none"> Any substantial event would be devastating to the financial capabilities of the city. Any major event would overwhelm the local resources.
Joshua	<ul style="list-style-type: none"> Any substantial event would be devastating to the financial capabilities of the city. Any major event would overwhelm the local resources.
Keene	<ul style="list-style-type: none"> Any substantial event would be devastating to the financial capabilities of the city. Any major event would overwhelm the local resources. The city has a lot of parcels with unmaintained and dilapidated properties, which affects the overall appearance of the city. The infrastructure such as streets, sewer lines, water lines, gas lines and sidewalks need to be updated and maintained. Accessibility to health services such as hospitals/county hospitals, EMR response time, healthy food, sidewalks, parks and trails and bike lanes. Food desert is an issue in Keene.
Johnson County Unincorporated	<ul style="list-style-type: none"> Any substantial event would be devastating to the financial capabilities of the county.

Jurisdiction	Vulnerabilities
	<ul style="list-style-type: none"> Any major event would overwhelm the local resources.

3.6. National Risk Index

According to FEMA’s National Risk Index, the Risk Index rating is **relatively moderate** for Johnson County, TX when compared to the rest of the U.S. The Risk Index leverages available source data for natural hazard and community risk factors to develop a baseline risk measurement for each United States county and Census tract.

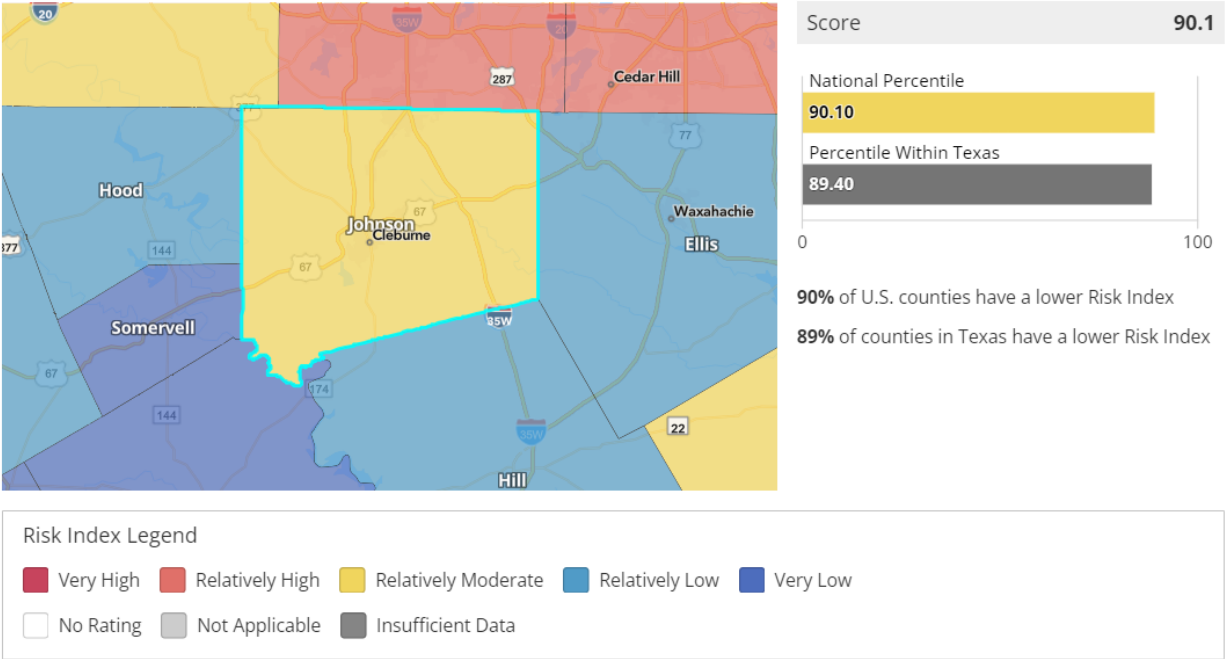


Figure 56: Risk Index Comparison

The risk equation behind the Risk Index includes three components: a *natural hazards component* (**Expected Annual Loss**), a *consequence enhancing component* (**Social Vulnerability**), and a *consequence reduction component* (**Community Resilience**). The summary of each of these comments in provided in Figure 57 below.

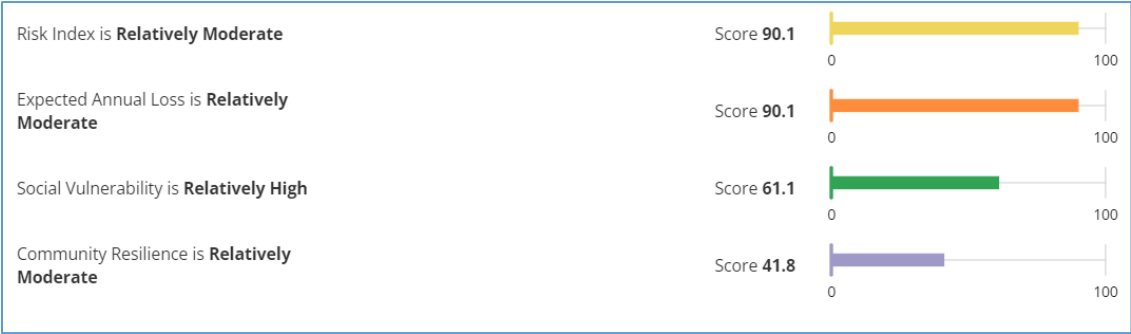


Figure 57: Risk Index Summary

3.6.1 Hazard Type Risk Index

Hazard Type Risk Index Scores (Table 47) are calculated using data for only a single hazard type and reflect a community's Expected Annual Loss (EAL) value, community risk factors, and the adjustment factor used to calculate the risk value. Please note that the hazards identified in this National Risk Index are slightly different from how the hazards are identified in this hazard mitigation plan.

Table 47: Hazard Type Risk Index Scores

Hazard Type	EAL Value	Social Vulnerability	Community Resilience	Risk Value	Score
Tornado	\$24,415,786	Relatively High	Relatively Moderate	\$28,818,886	98.4
Wildfire	\$4,252,803	Relatively High	Relatively Moderate	\$4,776,818	95.7
Heat Wave	\$3,784,202	Relatively High	Relatively Moderate	\$4,463,341	97.3
Strong Wind	\$2,104,989	Relatively High	Relatively Moderate	\$2,489,162	93.9
Riverine Flooding	\$1,491,852	Relatively High	Relatively Moderate	\$1,745,923	78.2
Hail	\$593,929	Relatively High	Relatively Moderate	\$702,115	84.8
Winter Weather	\$591,001	Relatively High	Relatively Moderate	\$697,136	94.8
Cold Wave	\$527,236	Relatively High	Relatively Moderate	\$621,529	87.4
Lightning	\$282,949	Relatively High	Relatively Moderate	\$331,667	79.9
Earthquake	\$175,301	Relatively High	Relatively Moderate	\$210,795	56
Ice Storm	\$107,572	Relatively High	Relatively Moderate	\$127,103	63.4
Drought	\$17,034	Relatively High	Relatively Moderate	\$20,814	47.2

Chapter 4: Mitigation Strategy

4.1 Mitigation Goals

The goals from the previous plan are listed in the following box.

2015 Mitigation Goals and Objectives

- **Goal 1 Reduce or eliminate loss of life and property damage resulting from severe weather events.**
 - Objective 1-A Provide adequate warning and communication before, during, and after a hazard event.
 - Objective 1-B Expand and coordinate Early Warning Systems currently in use.
 - Objective 1-C Reduce or eliminate loss of life and property damage from tornados through the construction and use of safe rooms or shelter areas.
- **Goal 2 Protect existing and new properties from the effects of all natural hazards.**
 - Objective 2-A Conduct studies to determine hazard and vulnerability threat assessment for all natural hazards.
 - Objective 2-B Rehabilitate or retrofit identified high hazard critical infrastructure.
 - Objective 2-C Enact and enforce regulatory measures that enforce hazard mitigation measures.
 - Objective 2-D Construct enhancements or additions to current and new facilities which mitigate the effects of natural hazards.
 - Objective 2-E Maintain NFIP compliance, storm water management, and implement drainage projects.
- **Goal 3 Reduce losses and repetitive damages for chronic hazard events while promoting insurance coverage for catastrophic hazards.**
 - Objective 3-A Conduct a hazard/vulnerability assessment of personal properties and structures located in flood zones within Johnson County.
 - Objective 3-B Develop and implement a buyout program for those personal properties and structures located in high hazard flood zones starting with those that are most vulnerable to life and property loss.
 - Objective 3-C Develop and execute new programs which identify and reduce threats from natural hazards.
- **Goal 4 Develop Public Education Campaigns to educate the public on what actions they can take to mitigate the effects of loss of life or property damage resulting from all natural hazards.**
 - Objective 4-A Educate the public on risks, threats, and vulnerability from all natural hazards.
 - Objective 4-B Educate the public on actions they can take to prevent or reduce the loss of life or property from all natural hazards.
 - Objective 4-C Develop and implement a community education campaign to heighten public awareness about chronic flooding and options for insurance coverage to protect their personal properties as well as long term benefits from a buyout program.

The Johnson County Hazard Mitigation Planning Team reviewed the previous Johnson County mitigation goals and unanimously agreed to forego these goals and adopt the following hazard mitigation goals:

Goal 1: Protect lives and reduce bodily harm from hazards.

Goal 2: Lessen the impacts of hazards on property and the community.

Every mitigation action listed in this strategy supports these goals and the natural hazards that could impact the planning area:

- Drought
- Earthquakes
- Expansive Soils
- Extreme Heat
- Flooding (including dam failure)
- Thunderstorms (including hail, wind, and lightning)
- Tornadoes
- Wildfires
- Winter Storms

4.2 Mitigation Strategy

The mitigation strategy serves as the long-term blueprint for reducing the potential losses identified in the risk assessment. The Stafford Act directs hazard mitigation plans to describe hazard mitigation actions and establish a strategy to implement those actions. Therefore, each participating jurisdiction in this plan recommended strategies and actions that would support the mitigation goals, then went through a ranking process to determine which actions they would prioritize for completion.

4.2.1 Implementation Priority

Priority of mitigation actions will go toward projects that are most cost-effective with 1) the highest positive impact on vulnerable populations and 2) the highest impact on overall community resilience by using the STAPLEE method to evaluate and prioritize actions when applying for funding.

The STAPLEE evaluation method uses seven criteria for evaluating a mitigation action: Social, Technical, Administrative, Political, Legal, Economic, and Environmental. Within each of those criteria are additional considerations. Actions with the highest score will be considered to have higher success potential.

Prioritization may change over time in response to changes in community characteristics and risks and to take advantage of available resources.

4.2.2 Funding

As necessary, participating jurisdictions will seek outside funding sources to implement mitigation projects in both the pre-disaster and post-disaster environments. Potential funding sources, both internal and external, have been identified for proposed actions listed in the mitigation strategies.

Sources of local funding may include the general fund, general operating budget, capital improvement budgets, staff time, impact fees, special assessment districts, and more. The [Mitigation Funding Resource Guides | FEMA.gov](#) identifies potential state and federal resources.

The planning teams that recorded “Grants” as a potential funding source for their actions intend to apply to any grants in which the action is eligible for and are not limiting themselves to one source. Under FEMA [Hazard Mitigation Assistance \(HMA\) Grants](#) , there is funding through the Hazard Mitigation Grant Program (HMGP), HMGP-Post Fire, Building Resilient Infrastructure and Communities (BRIC), and Flood Mitigation Assistance (FMA) programs.

These funding streams may be matched to pre- and post-disaster conditions for mitigation projects, the development or update of hazard mitigation plans, and management costs.

HMA Grants also provide funding for Climate Resilient Mitigation Activities, which support communities in reducing risks associated with climate change. There are four eligible activities: Aquifer Storage and Recovery, Floodplain and Stream Restoration, Flood Diversion and Storage, and Green Infrastructure Methods. While focused on addressing the long-term impacts of flooding and drought, these activities can mitigate any natural hazard.

Two other prominent federal funding programs include the Department of Housing and Urban Development’s (HUD) Community Development Block Grant (CDBG) program and the EPA’s Smart Growth program. The CDBG program aims to develop viable communities through an annual block grant to states, cities, and urban counties, but additional disaster recovery (DR) funds can also be appropriated following a Presidentially declared disaster for the purpose of recovery and mitigation. CDBG-DR prioritizes low- and moderate-income persons, but funding is fairly flexible and can be used to supplement other programs.

Many other agencies and organizations support hazard mitigation and community resilience through funding and technical assistance. The planning team will also consider opportunities for private sector funding and partnerships, as well as resources that may be provided by academic institutions.

4.2.3 Mitigation Action Items

A comprehensive range of action types (Figure 58) have been identified in this mitigation strategy, including plans and regulations, structure and infrastructure projects, natural systems protection, and education and awareness programs.

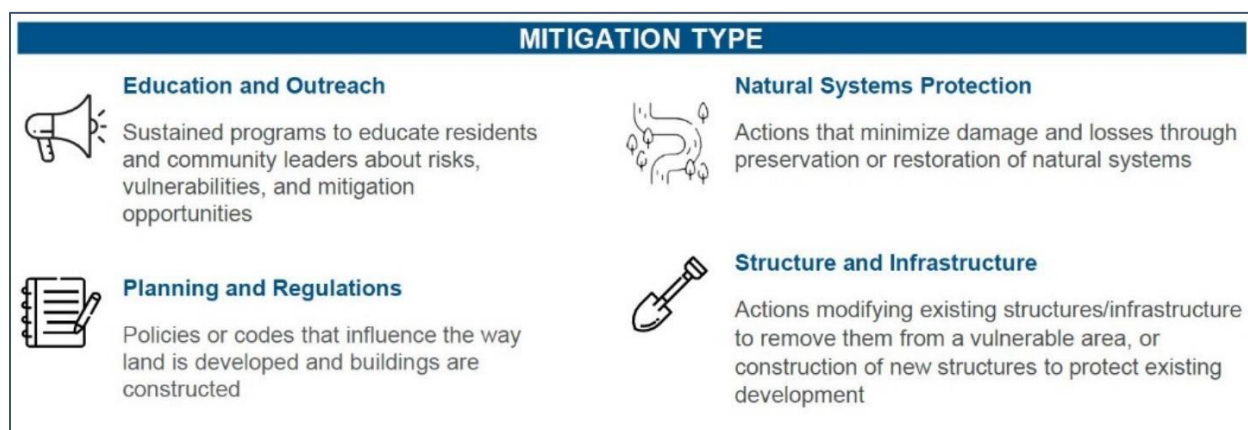


Figure 58: Mitigation Action Types

Previous Mitigation Action Items

The action items in the 2015 Johnson County HMP were determined by the 2015 Local Planning Team (LPT) in each jurisdiction. Below are the action items from each participating jurisdiction from the 2015 plan and the status of each action. Actions deferred were deferred to this edition of the HMP and actions deleted were deleted because they are no longer a priority. Due to competing priorities and limited capabilities over the last five years, many jurisdictions did not complete any actions.

Table 48: Status of Previous Mitigation Actions

Jurisdiction	Status	2015 Mitigation Actions
Alvarado	Deferred	Expand and coordinate early warning systems to new developments and populations.
Alvarado	Deferred	Purchase and install a CASA WX Radar System.
Alvarado	Deferred	Implement Individual Tornado Safe Room Rebate Program.
Alvarado	Deferred	Purchase NOAA weather radios for distribution to residents.
Alvarado	Deferred	Adopt codes requiring hail resistant roofing on all new construction and roof replacements.
Alvarado	Deferred	Educate builders and residents about “hail resistant” roofing in new construction and roof replacements.
Alvarado	Deferred	Educate builders and residents about mitigating wind damage.
Alvarado	Deferred	Develop and implement public education concerning winter storm mitigation.
Alvarado	Deferred	Develop and implement public education programs on the dangers of excessive heat.
Alvarado	Deferred	Improve water supply and delivery systems to save water by designing water delivery systems to accommodate drought events and developing new or upgrading existing water delivery systems to eliminate breaks and leaks.
Alvarado	Deferred	Design and implement specific water conservation public education efforts to complement existing programs.
Alvarado	Deferred	Increase public education on how to reduce the risks from wildfires.
Alvarado	Deferred	Partner with the Texas A&M Forest Service to become a “Firewise” Community.
Alvarado	Deferred	Adopt debris management and flood abatement ordinances to prevent buildup of debris and materials that could cause flooding.
Alvarado	Deferred	Raise the road level of Atchley Street at creek.
Alvarado	Deferred	Incorporate flood mitigation into local planning.
Alvarado	Deferred	Develop an Emergency Plan for drought.
Alvarado	Deferred	Develop and implement public education programs on the dangers of severe thunderstorms.
Alvarado	Deferred	Hire a consultant to complete inundation studies of all high and moderate hazard dams that threaten the city.
Burleson	In- Progress	Develop and implement comprehensive public education program for natural hazards.
Burleson	Deferred	Purchase NOAA weather radios for distribution to residents.
Burleson	Complete	Purchase and install CASA WX Weather Radar.

Jurisdiction	Status	2015 Mitigation Actions
Burleson	In-Progress	Implement individual tornado safe room rebate program.
Burleson	In- Progress	Purchase and install outdoor warning sirens to encompass new developments and populations.
Burleson	Complete	Develop annual program for inspection, prevention, and trimming of tree limbs next to high voltage power lines.
Burleson	Complete	Require underground high voltage power lines for new developments.
Burleson	Complete	Adopt, implement, and enforce debris management and flood abatement ordinances to prevent buildup of debris and materials that could cause flooding.
Burleson	In- Progress	Identify and implement capital improvements to municipal utility distribution system.
Burleson	Deleted	Hire a consultant to complete inundation studies of all high and moderate hazard dams that threaten the City.
Burleson	Complete	Increase conservation of water by developing and implementing drought contingency plan.
Cleburne	Deferred	Implement codes for underground high voltage power lines for new developments.
Cleburne	Deferred	Develop program for inspection and trimming of tree limbs next to high voltage power lines.
Cleburne	Deferred	Develop and implement comprehensive public education program for natural hazards.
Cleburne	Deferred	Increase conservation of water by developing and implementing a drought contingency plan.
Cleburne	Deferred	Establish a secondary water supply from Lake Whitney to Lake Pat Cleburne.
Cleburne	Deferred	Administer grant programs to install safe rooms to reduce the injuries and deaths to citizens associated with high winds and debris from a tornado or severe weather event.
Cleburne	Deferred	Purchase and install CASA WX Weather Radar.
Cleburne	Deferred	Mitigate the effects of severe weather to citizens through early warning systems.
Cleburne	Deferred	Identify and implement capital improvements to municipal utility distribution system.
Cleburne	Deferred	Develop a flood threat recognition system.
Cleburne	Deferred	Adopt debris management and flood abatement ordinances to prevent buildup of debris and materials that could cause flooding.
Cleburne	Deferred	Hire a consultant to complete inundation studies of all high and moderate hazard dams that threaten the City.
Godley	Deferred	Purchase NOAA weather radios for distribution to vulnerable populations.
Godley	Deferred	Purchase and install a CASA WX Radar System.
Godley	Deferred	Implement Individual Tornado Safe Room Rebate Program.
Godley	Deferred	Develop, implement, and enforce water restriction ordinances.
Godley	Deferred	Create and implement a natural hazard public education program for residents.

Jurisdiction	Status	2015 Mitigation Actions
Godley	Deferred	Identify and implement capital improvements to municipal utility distribution system.
Godley	Deferred	Hire a consultant to complete inundation studies of all high and moderate hazard dams that threaten the City.
Joshua	Deferred	Mitigate the effects of severe weather to citizens through early warning systems.
Joshua	Deferred	Install and maintain a CASA WX Weather Radar System.
Joshua	Deferred	Adopt debris management and flood abatement ordinances to prevent buildup of debris and materials that could cause flooding.
Joshua	Deferred	Mitigate effects of extreme heat through installation of covered patios in public parks.
Joshua	Deferred	Develop Community Wildfire Protection Plan (CWPP) and implement fuels reduction programs.
Joshua	Deferred	Hire a consultant to complete inundation studies of all high and moderate hazard dams within the City.
Joshua	Deferred	Identify and implement capital improvements to municipal utility distribution system.
Joshua	Deferred	Create and implement a natural hazard public education program for residents.
Keene	Deferred	Develop and implement comprehensive public education program for natural hazards.
Keene	Deferred	Mitigate the effects of severe weather to citizens through early warning systems.
Keene	Deferred	Purchase and install a CASA WX Weather Radar system.
Keene	Deferred	Implement an Individual Tornado Safe Room Rebate Program.
Keene	Deferred	Adopt debris management and flood abatement ordinances to prevent buildup of debris and materials that could cause flooding.
Keene	Deferred	Mitigate effects of extreme heat through installation of covered patios in public parks.
Keene	Deferred	Create temporary public cooling centers to mitigate the effects of extreme heat.
Keene	Deferred	Develop Community Wildfire Protection Plan (CWPP) and Implement Fuels Reduction Programs.
Keene	Deferred	Identify and implement capital improvements to municipal utility distribution system.
Keene	Deferred	Hire a consultant to complete inundation studies of all high and moderate hazard dams within the City.
Johnson County	Deferred	Purchase and distribute NOAA all-hazard radios to provide the residents and commercial businesses.
Johnson County	Deferred	Purchase and install a CASA Weather Radar System.
Johnson County	Deferred	Implement Individual Tornado Safe Room Rebate Program.
Johnson County	Deferred	Mitigate effects of extreme heat through installation of covered patios in public parks.

Jurisdiction	Status	2015 Mitigation Actions
Johnson County	Deferred	Identify, equip, and open heating and cooling centers across Johnson County to prevent special populations from temperature injury.
Johnson County	Deferred	Develop an emergency plan for drought.
Johnson County	Deferred	Develop Community Wildfire Protection Plan (CWPP) and implement fuels reduction programs.
Johnson County	Deferred	Hire a consultant to complete inundation studies of all high and moderate hazard dams within the County.
Johnson County	Deferred	Adopt debris management and flood abatement ordinances to prevent buildup of debris and materials that could cause flooding.
Johnson County	Deferred	Develop and implement a comprehensive public education program for natural hazards.

New Mitigation Action Items

In addition to their previous actions, new actions were identified by the Planning Team after reviewing their risk and capability assessments. Actions that would take longer than FEMA's three-year period of performance to implement would be broken into phases when seeking grant funding.

Many of the actions have a "primary" community lifeline they could impact, though multiple lifelines could be impacted. Community Lifelines can be a powerful tool for state, local, tribal, and territorial governments to use in evaluating risk and developing strategies to reduce hazard impacts.

To determine the estimated benefit of each action item, data from the 2017 Interim Report was used to develop a cost-benefit analysis [*Estimated Cost* x 6 = *Estimated Benefit*], as it reports that \$1 spent in mitigation saves a community an average of \$6 in recovery.⁴⁵

The following tables identify the new mitigation actions for jurisdictions in this hazard mitigation plan.

Table 49: City of Alvarado Mitigation Actions

Hazard(s) Addressed	All Hazards
Action: Implement the deferred 2015 mitigation actions (listed in the previous section) when capabilities and priorities allow.	
Participating Jurisdiction	City of Alvarado
Priority:	1
Estimated Cost:	TBD
Estimated Benefit:	Cost x 6
Potential Funding Source(s):	Grants, General Fund
Lead Agency/Department Responsible:	City Council
Implementation Schedule:	36 months

⁴⁵ Natural Hazard Mitigation Saves: 2017 Interim Report. National Institute of Building Science.
<https://www.nibs.org/page/mitigationsaves>

Hazard(s) Addressed	All Hazards
Action: Install quick-connect emergency generator hook-ups, generators, generator bracing, generator security, on-site fuel storage, and all other necessary equipment to protect and maintain power for critical facilities in the event of a natural disaster.	
Participating Jurisdiction	City of Alvarado
Priority:	2
Estimated Cost:	\$50M
Estimated Benefit:	\$300M
Potential Funding Source(s):	Grants, General Fund, Capital Improvement Budget
Lead Agency/Department Responsible:	Public Works
Implementation Schedule:	36 months
Hazard(s) Addressed	Flooding
Action: Use minor structural projects that are smaller and more localized (e.g., floodwalls or small berms) around facilities critical to the wellbeing of city residents, in areas that cannot be mitigated through non-structural activities, or where structural activities are not feasible due to low densities.	
Participating Jurisdiction	City of Alvarado
Priority:	3
Estimated Cost:	\$25,000
Estimated Benefit:	\$150,000
Potential Funding Source(s):	Grants, General Fund, Capital Improvement Budget
Lead Agency/Department Responsible:	Public Works
Implementation Schedule:	18 months
Hazard(s) Addressed	All Hazards
Action: Protect visitors and natural assets at city parks from severe weather by implementing any mitigation actions necessary and feasible, such as outdoor tornado shelters, hazard-conscious landscaping, lightning prediction and notification systems, hydration stations, splash pads, covered rest areas, covered playgrounds, covered parking, and educational signage. (Covered areas could be covered by solar panels that power security lights and charging ports, green roofs that absorb stormwater, shade clothes, tree canopy, or traditional roofing material.)	
Participating Jurisdiction	City of Alvarado
Priority:	4
Estimated Cost:	\$6M
Estimated Benefit:	\$36M
Potential Funding Source(s):	Grants, General Fund, Capital Improvement Budget
Lead Agency/Department Responsible:	Parks & Recreation, Public Works
Implementation Schedule:	36 months

Hazard(s) Addressed	Extreme Heat, Winter Storm
Action: Establish cooling and warming centers at select city buildings and Alvarado ISD schools, staff the centers with qualified volunteers or staff, and supply centers with proper warming and heating supplies, hydration products, first aid supplies, comfort items, and hazard educational material to protect citizens, especially vulnerable populations, from extreme temperatures and educate them on personal protective measures.	
Participating Jurisdiction	City of Alvarado
Priority:	5
Estimated Cost:	\$200,000
Estimated Benefit:	\$1,200,000
Potential Funding Source(s):	Grants, General Fund
Lead Agency/Department Responsible:	Fire
Implementation Schedule:	12 months
Hazard(s) Addressed	All Hazards
Action: Conduct a study to prioritize existing government facilities and critical facilities needing to be retrofitted from natural hazards.	
Participating Jurisdiction	City of Alvarado
Priority:	6
Estimated Cost:	\$300,000
Estimated Benefit:	\$1.8M
Potential Funding Source(s):	Grants, General Funds, Capital Improvement Budget
Lead Agency/Department Responsible:	Public Works
Implementation Schedule:	36 months
Hazard(s) Addressed	All Hazards
Action: Retrofit existing government facilities and critical facilities to withstand all hazards and more efficiently use their power supplies.	
Participating Jurisdiction	City of Alvarado
Priority:	7
Estimated Cost:	\$30M
Estimated Benefit:	\$180M
Potential Funding Source(s):	Grants, General Funds, Capital Improvement Budget
Lead Agency/Department Responsible:	Public Works
Implementation Schedule:	36 months

Hazard(s) Addressed	Winter Storms
Action: Winterize all public utilities.	
Participating Jurisdiction	City of Alvarado
Priority:	8
Estimated Cost:	\$4
Estimated Benefit:	\$24M
Potential Funding Source(s):	Grants, General Funds, Water & Sewage Fund,
Lead Agency/Department Responsible:	Utilities
Implementation Schedule:	6 months
Hazard(s) Addressed	Drought, Expansive Soils, Extreme Heat, Flooding, Thunderstorms, Wildfires, Winter Storms
Action: Create a list of city-approved plants to support a landscape ordinance that promotes the use of native, drought-friendly, water-absorbing, fire-resistant, high evapotranspiration (ET)-rated plants throughout the city (including private property) to naturally mitigate potential hazard impacts.	
Participating Jurisdiction	City of Alvarado
Priority:	9
Estimated Cost:	\$5,000
Estimated Benefit:	\$30,000
Potential Funding Source(s):	Grants, General Fund, department budget
Lead Agency/Department Responsible	City Council, Public Works
Implementation Schedule:	12 months
Hazard(s) Addressed	All Hazards
Action: Create an incentive program to encourage business owners and residents to implement hazard mitigation measures, purchase NFIP insurance, and follow city mitigation recommendations.	
Participating Jurisdiction	City of Alvarado
Priority:	10
Estimated Cost:	\$1M
Estimated Benefit:	\$6M
Potential Funding Source(s):	Grants, General Fund
Lead Agency/Department Responsible:	Engineering
Implementation Schedule:	24 months

Hazard(s) Addressed	All Hazards
Action: Mitigate water supply impacts from hazards using various mitigation measures, such as building back-up water tanks and wells, upgrading existing water delivery systems to eliminate breaks and leaks, insulating pipes, installing water- conservative appliances and irrigation equipment, installing shutoff valves and emergency connector hoses on water mains, and upgrading fire hydrants.	
Participating Jurisdiction	City of Alvarado
Priority:	11
Estimated Cost:	\$700,000
Estimated Benefit:	\$4.2M
Potential Funding Source(s):	Grants, Water & Sewage Fund, Capital Improvement Budget
Lead Agency/Department Responsible:	Public Works
Implementation Schedule:	36 months
Hazard(s) Addressed	All Hazards
Action: Approve the use of impact fees to help fund public projects to mitigate impacts of land development.	
Participating Jurisdiction	City of Alvarado
Priority:	12
Estimated Cost:	\$500
Estimated Benefit:	\$3,000
Potential Funding Source(s):	General Fund
Lead Agency/Department Responsible:	City Council
Implementation Schedule:	12 months
Hazard(s) Addressed	Flooding
Action: Elevate roads and bridges above base flood elevation to maintain dry access.	
Participating Jurisdiction	City of Alvarado
Priority:	13
Estimated Cost:	\$500M
Estimated Benefit:	\$3B
Potential Funding Source(s):	Grants, General Fund, Capital Improvement Budget
Lead Agency/Department Responsible:	Engineering
Implementation Schedule:	36 months

Hazard(s) Addressed	All Hazards
Action: Develop and maintain a database to track community vulnerability and members of the underserved population.	
Participating Jurisdiction	City of Alvarado
Priority:	14
Estimated Cost:	\$10,000
Estimated Benefit:	\$60,000
Potential Funding Source(s):	General Fund
Lead Agency/Department Responsible:	Fire
Implementation Schedule:	36 months
Hazard(s) Addressed	All Hazards
Action: Obtain local data including tax parcels, building values, critical facility locations, storm damage, changes to local assets mentioned in the plan, and other information for use in hazard risk analysis.	
Participating Jurisdiction	City of Alvarado
Priority:	15
Estimated Cost:	\$20,000
Estimated Benefit:	\$120,000
Potential Funding Source(s):	General Fund
Lead Agency/Department Responsible:	Fire
Implementation Schedule:	36 months
Hazard(s) Addressed	All Hazards
Action: Fund activities by local artists, students, volunteer organizations, and interest groups that increases community awareness of the local hazards, historical events, and the City's hazard education program.	
Participating Jurisdiction	City of Alvarado
Priority:	16
Estimated Cost:	\$200,000
Estimated Benefit:	\$1.2M
Potential Funding Source(s):	General Fund
Lead Agency/Department Responsible:	Fire
Implementation Schedule:	36 months

Table 50: City of Burleson Mitigation Actions

Hazard(s) Addressed:	Flooding, Thunderstorms, Tornadoes, Wildfire
Action: Purchase and install outdoor warning sirens to encompass new developments and populations.	
Participating Jurisdiction	City of Burleson
Priority:	1
Estimated Cost:	\$650,000
Estimated Benefit:	\$3.9 M
Potential Funding Source(s):	City Funds
Lead Agency/Department Responsible:	Emergency Management
Implementation Schedule:	36 Months
Hazard(s) Addressed:	All Hazards
Action: Enhance the city's comprehensive public education program for natural hazards to incorporate education about various mitigation techniques.	
Participating Jurisdiction	City of Burleson
Priority:	2
Estimated Cost:	\$20,000
Estimated Benefit:	\$120,000
Potential Funding Source(s):	City Funds, In-Kind, Donations
Lead Agency/Department Responsible:	Emergency Management
Implementation Schedule:	Ongoing
Hazard(s) Addressed:	Winter Storm, Flooding, Thunderstorms, Tornadoes, Extreme Heat
Action: Purchase and install generator(s) in existing and future city owned or operated facilities.	
Participating Jurisdiction	City of Burleson
Priority:	3
Estimated Cost:	\$1.5 M
Estimated Benefit:	\$9 M
Potential Funding Source(s):	HMPG, City Funds
Lead Agency/Department Responsible:	Emergency Management, Parks and Recreation
Implementation Schedule:	36 Months

Hazard(s) Addressed:	Drought, Earthquakes, Expansive Soils, Extreme Heat, Flooding, Winter Storms
Action: Ensure new and existing utilities are strengthened and reinforced with insulation and flex piping to prevent disruption in services.	
Participating Jurisdiction	City of Burleson
Priority:	4
Estimated Cost:	\$ 500 K
Estimated Benefit:	\$ 3 M
Potential Funding Source(s):	General Funds, Property Owners
Lead Agency/Department Responsible:	Engineering
Implementation Schedule:	24 Months
Hazard(s) Addressed:	Earthquake, Extreme Heat, Flooding, Thunderstorms, Tornadoes, Wildfires, Winter Storms
Action: Install quick-connect emergency generator hook-ups for critical facilities.	
Participating Jurisdiction	City of Burleson
Priority:	5
Estimated Cost:	\$300 K
Estimated Benefit:	\$1.8 M
Potential Funding Source(s):	HMGP, City Funds
Lead Agency/Department Responsible:	Emergency Management- Public Works
Implementation Schedule:	36 Months
Hazard(s) Addressed:	Earthquake, Thunderstorms, Tornadoes
Action: Incorporate tornado shelters into existing and future government-owned facilities to withstand severe hazards.	
Participating Jurisdiction	City of Burleson
Priority:	6
Estimated Cost:	\$200 K
Estimated Benefit:	\$1.2 M
Potential Funding Source(s):	HMGP, City Funds
Lead Agency/Department Responsible:	Emergency Management- Public Works
Implementation Schedule:	36 Months

Hazard(s) Addressed:	Flooding, Thunderstorms, Tornadoes, Wildfire, Winter Storms
Action: Purchase NOAA Weather Radios and Basic Emergency Preparedness Kits for distribution to residents at public events.	
Participating Jurisdiction	City of Burleson
Priority:	7
Estimated Cost:	\$ 4,000
Estimated Benefit:	\$ 24,000
Potential Funding Source(s):	HMGP, City Funds
Lead Agency/Department Responsible:	Emergency Management
Implementation Schedule:	36 Months

Table 51: City of Cleburne Mitigation Actions

Hazard(s) Addressed	All Hazards
Action: Purchase four generators to ensure continued operation of critical infrastructure during and after severe weather events and other disasters.	
Participating Jurisdiction	City of Cleburne
Priority:	1
Estimated Cost:	\$250,000
Estimated Benefit:	\$1.5M
Potential Funding Source(s):	HMGP, city budget
Lead Agency/Department Responsible:	Public Works
Implementation Schedule:	24 months
Hazard(s) Addressed	Extreme Heat, Thunderstorms, Tornadoes, Winter Storms
Action: Install covered parking to protect government vehicle and critical equipment from severe weather.	
Participating Jurisdiction	City of Cleburne
Priority:	2
Estimated Cost:	\$500,000
Estimated Benefit:	\$1.5M
Potential Funding Source(s):	HMGP, General Fund
Lead Agency/Department Responsible:	Public Works
Implementation Schedule:	36 months
Hazard(s) Addressed	Thunderstorms, Tornadoes
Action: Install weather stations, including CASA Radar, in appropriate locations to aid in early warning of severe weather in the immediate area and increase public safety.	
Participating Jurisdiction	City of Cleburne
Priority:	3
Estimated Cost:	\$25,000
Estimated Benefit:	\$150,000
Potential Funding Source(s):	HMGP, General Fund
Lead Agency/Department Responsible:	Emergency Management
Implementation Schedule:	18 months

Hazard(s) Addressed	Thunderstorms
Action: Install a combined technology of structural protection devices (lightning rods), arrestors, and grounding minimize lightning damage to critical facilities and emergency communications infrastructure.	
Participating Jurisdiction	City of Cleburne
Priority:	4
Estimated Cost:	\$200,000
Estimated Benefit:	\$1.2M
Potential Funding Source(s):	HMGP, General Fund
Lead Agency/Department Responsible	Public Works
Implementation Schedule:	18 months
Hazard(s) Addressed	Thunderstorms
Action: Install lightning prediction and notification systems in city parks to provide early warning of the possibility of lightning in the immediate area and increase public safety during outdoor activities.	
Participating Jurisdiction	City of Cleburne
Priority:	5
Estimated Cost:	\$200,000
Estimated Benefit:	\$1.2M
Potential Funding Source(s):	HMGP, General Fund
Lead Agency/Department Responsible:	Public Works
Implementation Schedule:	18 months
Hazard(s) Addressed	Extreme Heat, Winter Storm
Action: Establish and supply select city buildings and Cleburne ISD schools as cooling and warming centers to allow citizens, especially vulnerable populations, to seek refuge from extreme temperatures.	
Participating Jurisdiction	City of Cleburne
Priority:	6
Estimated Cost:	\$20,000
Estimated Benefit:	\$120,000
Potential Funding Source(s):	FEMA grants
Lead Agency/Department Responsible:	Emergency Management
Implementation Schedule:	36 months

Hazard(s) Addressed	All Hazards
Action: Installing quick-connect emergency generator hook-ups for critical facilities.	
Participating Jurisdiction	City of Cleburne
Priority:	7
Estimated Cost:	\$300,000
Estimated Benefit:	\$1.8M
Potential Funding Source(s):	HMGP, General Funds
Lead Agency/Department Responsible:	Public Works
Implementation Schedule:	24 months
Hazard(s) Addressed	All Hazards
Action: Add grant management/mitigation staff to ensure hazard mitigation actions are carried out.	
Participating Jurisdiction	City of Cleburne
Priority:	8
Estimated Cost:	\$65,000
Estimated Benefit:	\$390,000
Potential Funding Source(s):	HMGP, General Funds
Lead Agency/Department Responsible:	Emergency Management
Implementation Schedule:	6 months
Hazard(s) Addressed	Extreme Heat
Action: Reduce heat island effect by installing cool roof products for city facilities that reflect sunlight and heat away from buildings.	
Participating Jurisdiction	City of Cleburne
Priority:	9
Estimated Cost:	\$1M
Estimated Benefit:	\$6M
Potential Funding Source(s):	HMGP, General Fund, Capital Improvement
Lead Agency/Department Responsible	Engineering
Implementation Schedule:	36 months
Hazard(s) Addressed	Earthquake, Extreme Heat, Flooding, Thunderstorms, Tornadoes, Wildfires, Winter Storms
Action: Create an emergency shelter for citizens.	
Participating Jurisdiction	City of Cleburne
Priority:	10
Estimated Cost:	\$1M
Estimated Benefit:	\$6M
Potential Funding Source(s):	HMGP, General Fund
Lead Agency/Department Responsible:	Engineering
Implementation Schedule:	24 months

Hazard(s) Addressed	Drought, Earthquakes, Expansive Soils, Wildfires
Action: Mitigate water supply impacts from hazards by upgrading water lines with enhanced pipes and improving fire hydrants and water delivery systems.	
Participating Jurisdiction	City of Cleburne
Priority:	11
Estimated Cost:	\$700,000.00
Estimated Benefit:	\$4.2M
Potential Funding Source(s):	75% FEMA Grants, 25% General operating budget
Lead Agency/Department Responsible:	Public Works
Implementation Schedule:	36 months
Hazard(s) Addressed	Drought, Earthquakes, Expansive Soils, Extreme Heat, Flooding, Winter Storms
Action: Ensure new and existing utilities are strengthened and reinforced with insulation and flex piping to prevent disruption in services.	
Participating Jurisdiction	City of Cleburne
Priority:	12
Estimated Cost:	\$500,000
Estimated Benefit:	\$3M
Potential Funding Source(s):	HMGP, General Funds, Property Owners
Lead Agency/Department Responsible:	Engineering
Implementation Schedule:	24 months
Hazard(s) Addressed	Flooding
Action: Adopt, implement, participate, and promote the National Flood Insurance Program.	
Participating Jurisdiction	City of Cleburne
Priority:	13
Estimated Cost:	\$2,000
Estimated Benefit:	\$12,000
Potential Funding Source(s):	HMGP, General Fund
Lead Agency/Department Responsible:	Engineering
Implementation Schedule:	36 months
Hazard(s) Addressed	Extreme Heat, Winter Storm
Action: Create a weatherization assistance program to assist the vulnerable population and protect them from extreme temperatures.	
Participating Jurisdiction	City of Cleburne
Priority:	14
Estimated Cost:	\$150,000.00
Estimated Benefit:	\$900,000.00
Potential Funding Source(s):	75% FEMA Grants, 25% General operating budget
Lead Agency/Department Responsible:	Emergency Management
Implementation Schedule:	36 months

Hazard(s) Addressed	All Hazards
Action: Increase ability of Cleburne residents to receive early warning and special information about natural hazards by purchasing and distributing NOAA All Hazard Radios to each household and business in Cleburne.	
Participating Jurisdiction	City of Cleburne
Priority:	15
Estimated Cost:	\$25,000
Estimated Benefit:	\$150,000
Potential Funding Source(s):	HMGP, city budget
Lead Agency/Department Responsible:	Emergency Management
Implementation Schedule:	24 months

Table 52: City of Godley Mitigation Actions

Hazard(s) Addressed	All Hazards
Action: Implement the deferred 2015 mitigation actions (listed in the previous section) when capabilities and priorities allow.	
Participating Jurisdiction	City of Godley
Priority:	1
Estimated Cost:	TBD
Estimated Benefit:	Cost x 6
Potential Funding Source(s):	Grants, General Fund
Lead Agency/Department Responsible:	City Council
Implementation Schedule:	36 months
Hazard(s) Addressed	All Hazards
Action: Install quick-connect emergency generator hook-ups, generators, generator bracing, generator security, on-site fuel storage, and all other necessary equipment to protect and maintain power for critical facilities in the event of a natural disaster.	
Participating Jurisdiction	City of Godley
Priority:	2
Estimated Cost:	\$50M
Estimated Benefit:	\$300M
Potential Funding Source(s):	Grants, General Fund, Capital Improvement Budget
Lead Agency/Department Responsible:	Public Works
Implementation Schedule:	36 months
Hazard(s) Addressed	Flooding
Action: Use minor structural projects that are smaller and more localized (e.g., floodwalls or small berms) around facilities critical to the wellbeing of city residents, in areas that cannot be mitigated through non-structural activities, or where structural activities are not feasible due to low densities.	
Participating Jurisdiction	City of Godley
Priority:	3
Estimated Cost:	\$25,000
Estimated Benefit:	\$150,000
Potential Funding Source(s):	Grants, General Fund, Capital Improvement Budget
Lead Agency/Department Responsible:	Public Works
Implementation Schedule:	18 months

Hazard(s) Addressed	Extreme Heat, Flooding, Thunderstorms, Tornadoes, Winter Storms
Action: Purchase and install NOAA weather radios in schools, government buildings, parks, nursing homes, and other vulnerable facilities.	
Participating Jurisdiction	City of Godley
Priority:	4
Estimated Cost:	\$10,000
Estimated Benefit:	\$60,000
Potential Funding Source(s):	Grants, General Fund
Lead Agency/Department Responsible	Fire
Implementation Schedule:	18 months
Hazard(s) Addressed	All Hazards
Action: Protect visitors and natural assets at city parks from severe weather by implementing any mitigation actions necessary and feasible, such as outdoor tornado shelters, hazard-conscious landscaping, lightning prediction and notification systems, hydration stations, splash pads, covered rest areas, covered playgrounds, covered parking, and educational signage. (Covered areas could be covered by solar panels that power security lights and charging ports, green roofs that absorb stormwater, shade clothes, tree canopy, or traditional roofing material.)	
Participating Jurisdiction	City of Godley
Priority:	5
Estimated Cost:	\$6M
Estimated Benefit:	\$36M
Potential Funding Source(s):	Grants, General Fund, Capital Improvement Budget
Lead Agency/Department Responsible:	Parks & Recreation, Public Works
Implementation Schedule:	36 months
Hazard(s) Addressed	Extreme Heat, Winter Storm
Action: Establish cooling and warming centers at select city buildings and Godley ISD schools, staff the centers with qualified volunteers or staff, and supply centers with proper warming and heating supplies, hydration products, first aid supplies, comfort items, and hazard educational material to protect citizens, especially vulnerable populations, from extreme temperatures and educate them on personal protective measures.	
Participating Jurisdiction	City of Godley
Priority:	6
Estimated Cost:	\$200,000
Estimated Benefit:	\$1,200,000
Potential Funding Source(s):	Grants, General Fund
Lead Agency/Department Responsible:	Fire
Implementation Schedule:	12 months

Hazard(s) Addressed	All Hazards
Action: Conduct a study to prioritize existing government facilities and critical facilities needing to be retrofitted from natural hazards.	
Participating Jurisdiction	City of Godley
Priority:	7
Estimated Cost:	\$300,000
Estimated Benefit:	\$1.8M
Potential Funding Source(s):	Grants, General Funds, Capital Improvement Budget
Lead Agency/Department Responsible:	Public Works
Implementation Schedule:	36 months
Hazard(s) Addressed	All Hazards
Action: Retrofit existing government facilities and critical facilities to withstand all hazards and more efficiently use their power supplies.	
Participating Jurisdiction	City of Godley
Priority:	8
Estimated Cost:	\$30M
Estimated Benefit:	\$180M
Potential Funding Source(s):	Grants, General Funds, Capital Improvement Budget
Lead Agency/Department Responsible:	Public Works
Implementation Schedule:	36 months
Hazard(s) Addressed	Winter Storms
Action: Winterize all public utilities.	
Participating Jurisdiction	City of Godley
Priority:	9
Estimated Cost:	\$4
Estimated Benefit:	\$24M
Potential Funding Source(s):	Grants, General Funds, Water & Sewage Fund,
Lead Agency/Department Responsible:	Utilities
Implementation Schedule:	6 months

Hazard(s) Addressed	Drought, Expansive Soils, Extreme Heat, Flooding, Thunderstorms, Wildfires, Winter Storms
Action: Create a list of city-approved plants to support a landscape ordinance that promotes the use of native, drought-friendly, water-absorbing, fire-resistant, high evapotranspiration (ET)-rated plants throughout the city (including private property) to naturally mitigate potential hazard impacts.	
Participating Jurisdiction	City of Godley
Priority:	10
Estimated Cost:	\$5,000
Estimated Benefit:	\$30,000
Potential Funding Source(s):	Grants, General Fund, department budget
Lead Agency/Department Responsible	City Council, Public Works
Implementation Schedule:	12 months
Hazard(s) Addressed	All Hazards
Action: Create an incentive program to encourage business owners and residents to implement hazard mitigation measures, purchase NFIP insurance, and follow city mitigation recommendations.	
Participating Jurisdiction	City of Godley
Priority:	11
Estimated Cost:	\$1M
Estimated Benefit:	\$6M
Potential Funding Source(s):	Grants, General Fund
Lead Agency/Department Responsible:	Engineering
Implementation Schedule:	24 months
Hazard(s) Addressed	All Hazards
Action: Mitigate water supply impacts from hazards using various mitigation measures, such as building back-up water tanks and wells, upgrading existing water delivery systems to eliminate breaks and leaks, insulating pipes, installing water- conservative appliances and irrigation equipment, installing shutoff valves and emergency connector hoses on water mains, and upgrading fire hydrants.	
Participating Jurisdiction	City of Godley
Priority:	12
Estimated Cost:	\$700,000
Estimated Benefit:	\$4.2M
Potential Funding Source(s):	Grants, Water & Sewage Fund, Capital Improvement Budget
Lead Agency/Department Responsible:	Public Works
Implementation Schedule:	36 months

Hazard(s) Addressed	All Hazards
Action: Approve the use of impact fees to help fund public projects to mitigate impacts of land development.	
Participating Jurisdiction	City of Godley
Priority:	13
Estimated Cost:	\$500
Estimated Benefit:	\$3,000
Potential Funding Source(s):	General Fund
Lead Agency/Department Responsible:	City Council
Implementation Schedule:	12 months
Hazard(s) Addressed	Flooding
Action: Elevate roads and bridges above base flood elevation to maintain dry access.	
Participating Jurisdiction	City of Godley
Priority:	14
Estimated Cost:	\$500M
Estimated Benefit:	\$3B
Potential Funding Source(s):	Grants, General Fund, Capital Improvement Budget
Lead Agency/Department Responsible:	Engineering
Implementation Schedule:	36 months
Hazard(s) Addressed	All Hazards
Action: Develop and maintain a database to track community vulnerability and members of the underserved population.	
Participating Jurisdiction	City of Godley
Priority:	15
Estimated Cost:	\$10,000
Estimated Benefit:	\$60,000
Potential Funding Source(s):	General Fund
Lead Agency/Department Responsible:	Fire
Implementation Schedule:	36 months
Hazard(s) Addressed	All Hazards
Action: Obtain local data including tax parcels, building values, critical facility locations, storm damage, changes to local assets mentioned in the plan, and other information for use in hazard risk analysis.	
Participating Jurisdiction	City of Godley
Priority:	16
Estimated Cost:	\$20,000
Estimated Benefit:	\$120,000
Potential Funding Source(s):	General Fund
Lead Agency/Department Responsible:	Fire
Implementation Schedule:	36 months

Hazard(s) Addressed	All Hazards
Action: Fund activities by local artists, students, volunteer organizations, and interest groups that increases community awareness of the local hazards, historical events, and the City's hazard education program.	
Participating Jurisdiction	City of Godley
Priority:	16
Estimated Cost:	\$200,000
Estimated Benefit:	\$1.2M
Potential Funding Source(s):	General Fund
Lead Agency/Department Responsible:	Fire
Implementation Schedule:	36 months

Table 53: City of Joshua Mitigation Actions

Hazard(s) Addressed	All Hazards
Action: Purchase generators to ensure continued operation of critical infrastructure during and after severe weather events and other disasters for government facilities, including City Hall, Animal Control, Public Works, Parks & Recreation.	
Participating Jurisdiction	City of Joshua
Priority:	1
Estimated Cost:	\$300,000
Estimated Benefit:	\$1.8M
Potential Funding Source(s):	City budget
Lead Agency/Department Responsible:	City Management
Implementation Schedule:	24 months
Hazard(s) Addressed	Thunderstorms, Tornadoes
Action: Equip City Hall building with a safe room.	
Participating Jurisdiction	City of Joshua
Priority:	2
Estimated Cost:	\$200,000
Estimated Benefit:	\$1.2M
Potential Funding Source(s):	City budget
Lead Agency/Department Responsible:	City Management
Implementation Schedule:	24 months
Hazard(s) Addressed	All Hazards
Action: Develop Damage Assessment Teams utilizing paid staff and citizen volunteer disaster teams.	
Participating Jurisdiction	City of Joshua
Priority:	3
Estimated Cost:	\$10,000
Estimated Benefit:	\$60,000
Potential Funding Source(s):	City budget
Lead Agency/Department Responsible:	Fire/EMC
Implementation Schedule:	12 months

Hazard(s) Addressed	All Hazards
Action: Upgrade CASA WX weather radar System.	
Participating Jurisdiction	City of Joshua
Priority:	4
Estimated Cost:	\$10,000
Estimated Benefit:	\$60,000
Potential Funding Source(s):	City budget
Lead Agency/Department Responsible:	Fire/Emergency Management
Implementation Schedule:	Immediate/Ongoing
Hazard(s) Addressed	All Hazards
Action: Upgrade Outdoor Warning Siren system to increase ability to provide warning during severe weather events by adding additional and relocating sirens and upgrading activation software system to automatic activation during tornado warnings.	
Participating Jurisdiction	City of Joshua
Priority:	5
Estimated Cost:	\$80,000
Estimated Benefit:	\$480,000
Potential Funding Source(s):	City budget
Lead Agency/Department Responsible:	Fire/Emergency Management
Implementation Schedule:	12 months
Hazard(s) Addressed	All Hazards
Action: Ensure maintenance of overhead utility infrastructure through removal of overgrown tree limbs.	
Participating Jurisdiction	City of Joshua
Priority:	6
Estimated Cost:	\$20,000
Estimated Benefit:	\$120,000
Potential Funding Source(s):	City budget
Lead Agency/Department Responsible:	Public Works
Implementation Schedule:	12 months

Hazard(s) Addressed	Wildfires
Action: Require defensible space around existing and future development in the WUI.	
Participating Jurisdiction	City of Joshua
Priority:	7
Estimated Cost:	\$20,000
Estimated Benefit:	\$120,000
Potential Funding Source(s):	City budget
Lead Agency/Department Responsible:	Code Enforcement
Implementation Schedule:	24 months
Hazard(s) Addressed	Drought, Extreme Heat, Wildfires
Action: Utilize drought tolerant, xeriscaping practices and install water-saving equipment in new and existing city facilities.	
Participating Jurisdiction	City of Joshua
Priority:	8
Estimated Cost:	\$150,000
Estimated Benefit:	\$900,000
Potential Funding Source(s):	City budget
Lead Agency/Department Responsible	Public Works, Parks & Recreation
Implementation Schedule:	36 months
Hazard(s) Addressed	Earthquake, Extreme Heat, Flooding, Thunderstorms, Tornadoes, Wildfires, Winter Storms
Action: Create an emergency shelter for citizens.	
Participating Jurisdiction	City of Joshua
Priority:	9
Estimated Cost:	\$3M
Estimated Benefit:	\$18M
Potential Funding Source(s):	Grants, City issued bonds
Lead Agency/Department Responsible:	Fire/Emergency Management
Implementation Schedule:	36 months

Table 54: City of Keene Mitigation Actions

Hazard(s) Addressed	All Hazards
Action: Use the Capability Assessment to identify existing capabilities to use to implement mitigation measures and identify measures that could improve capabilities.	
Participating Jurisdiction	Keene
Priority:	1
Estimated Cost:	\$10,000
Estimated Benefit:	Cost x 6
Potential Funding Source(s):	Grant(s)
Lead Agency/Department Responsible:	OEM
Implementation Schedule:	48 months
Hazard(s) Addressed	All Hazards
Action: Acquire and install generators, the generator connections/infrastructure, proper mounting system, security barriers, and fuel reservoirs for existing and future critical facilities to prevent power failure in the event of a disaster and to continue essential duties.	
Participating Jurisdiction	Keene
Priority:	2
Estimated Cost:	\$250,000
Estimated Benefit:	Cost x 6
Potential Funding Source(s):	Grant(s)
Lead Agency/Department Responsible:	Public Works
Implementation Schedule:	12 months
Hazard(s) Addressed	Extreme Heat, Flooding, Thunderstorms, Tornadoes, Wildfires, Winter Storms
Action: Upgrade road safety elements to improve visibility on roads during severe weather and evacuations. Elements could include reflective guard rails, signs, lane reflectors, and contrasting, high-visibility pavement markings that are wider, more durable, and designed for high visibility and reflectivity, no matter the weather.	
Participating Jurisdiction	Keene
Priority:	3
Estimated Cost:	\$800,000
Estimated Benefit:	Cost x 6
Potential Funding Source(s):	Grant(s)
Lead Agency/Department Responsible:	Public Works
Implementation Schedule:	36 months

Hazard(s) Addressed	All Hazards
Action: Upgrade or replace inadequate emergency & public works apparatus' so crews can mitigate property damage or loss of life more efficiently.	
Participating Jurisdiction	Keene
Priority:	4
Estimated Cost:	\$850,000
Estimated Benefit:	Cost x 6
Potential Funding Source(s):	Grant(s)
Lead Agency/Department Responsible:	Finance
Implementation Schedule:	36 months
Hazard(s) Addressed	All Hazards
Action: Upgrade or replace water storage facilities to withstand impacts from natural hazards.	
Participating Jurisdiction	Keene
Priority:	5
Estimated Cost:	\$3,500,000
Estimated Benefit:	Cost x 6
Potential Funding Source(s):	Grant(s)
Lead Agency/Department Responsible:	Utilities
Implementation Schedule:	36 months
Hazard(s) Addressed	All Hazards
Action: Create fuel storage to hold fuel on-site at critical facilities or have multiple ways to obtain fuel for maintaining power during a power outage from an event.	
Participating Jurisdiction	Keene
Priority:	6
Estimated Cost:	\$3,000,000
Estimated Benefit:	Cost x 6
Potential Funding Source(s):	Grant(s)
Lead Agency/Department Responsible:	Public Works
Implementation Schedule:	24 months

Hazard(s) Addressed	Tornadoes
Action: Require tie-downs, with anchors appropriate for soil stabilization, for manufactured housing, outdoor furniture, and propane tanks.	
Participating Jurisdiction	Keene
Priority:	7
Estimated Cost:	\$450,000
Estimated Benefit:	Cost x 6
Potential Funding Source(s):	Grant(s)
Lead Agency/Department Responsible:	Code Enforcement
Implementation Schedule:	36 months
Hazard(s) Addressed	All Hazards
Action: Install more cellular towers to supply adequate emergency notifications to residents.	
Participating Jurisdiction	Keene
Priority:	8
Estimated Cost:	\$300,000
Estimated Benefit:	Cost x 6
Potential Funding Source(s):	Grant(s)
Lead Agency/Department Responsible:	Economic Development
Implementation Schedule:	36 months
Hazard(s) Addressed	All Hazards
Action: Develop and implement a public education program to provide information on natural hazard mitigation measures, including the benefits of flood insurance.	
Participating Jurisdiction	Keene
Priority:	9
Estimated Cost:	\$100,000
Estimated Benefit:	Cost x 6
Potential Funding Source(s):	Grant(s)
Lead Agency/Department Responsible:	OEM
Implementation Schedule:	36 months

Hazard(s) Addressed	All Hazards
Action: Work with the power company and emergency management agency to get priority power restoration during and after a disaster.	
Participating Jurisdiction	Keene
Priority:	10
Estimated Cost:	\$200,000
Estimated Benefit:	Cost x 6
Potential Funding Source(s):	Grant(s)
Lead Agency/Department Responsible:	OEM
Implementation Schedule:	36 months
Hazard(s) Addressed	Flooding
Action: Require porous surface in all future road, sidewalk, and parking lot development to mitigate flash flooding when the benefits are determined to outweigh the costs.	
Participating Jurisdiction	Keene
Priority:	11
Estimated Cost:	\$15,000,000
Estimated Benefit:	Cost x 6
Potential Funding Source(s):	Grant(s)
Lead Agency/Department Responsible:	Economic Development
Implementation Schedule:	36 months
Hazard(s) Addressed	All hazards
Action: Retrofit existing government-owned facilities to withstand all hazards.	
Participating Jurisdiction	Keene
Priority:	12
Estimated Cost:	\$5,000,000
Estimated Benefit:	Cost x 6
Potential Funding Source(s):	Grant(s)
Lead Agency/Department Responsible:	Building Development
Implementation Schedule:	36 months

Hazard(s) Addressed	Earthquakes
Action: Create a Road Maintenance Plan and Debris Removal Priority Plan for critical roads to ensure accessibility during an emergency, help crews proactively plan for damages, and to enforce once impacts are known.	
Participating Jurisdiction	Keene
Priority:	13
Estimated Cost:	\$70,000
Estimated Benefit:	Cost x 6
Potential Funding Source(s):	Grant(s)
Lead Agency/Department Responsible:	Public Works
Implementation Schedule:	36 months
Hazard(s) Addressed	Flooding/Thunderstorms/Winter storms
Action: Develop a debris removal program for educate residents and train crews on safe, efficient methods of debris prevention and removal.	
Participating Jurisdiction	Keene
Priority:	14
Estimated Cost:	\$5,000,000
Estimated Benefit:	Cost x 6
Potential Funding Source(s):	Grant(s)
Lead Agency/Department Responsible:	Public Works
Implementation Schedule:	36 months

Hazard(s) Addressed	Extreme Heat
Action: Install public gazebos at public parks and covered seating at sporting events to protect visitors from extreme heat or severe weather.	
Participating Jurisdiction	Keene
Priority:	15
Estimated Cost:	\$325,000
Estimated Benefit:	Cost x 6
Potential Funding Source(s):	Grant(s)
Lead Agency/Department Responsible:	Public Works
Implementation Schedule:	36 months
Hazard(s) Addressed	Flooding
Action: Improve drainage system at Elisa Carver Park to include but not limit to retaining walls, drainage ditches, etc.	
Participating Jurisdiction	Keene
Priority:	16
Estimated Cost:	\$200,000
Estimated Benefit:	Cost x 6
Potential Funding Source(s):	Grant(s)
Lead Agency/Department Responsible:	Public Works
Implementation Schedule:	36 months
Hazard(s) Addressed	All hazards
Action: Acquire mobile and portable lighting to protect crews and motorists when limited visibility is present due to severe weather or power failure from a natural disaster.	
Participating Jurisdiction	Keene
Priority:	17
Estimated Cost:	\$50,000
Estimated Benefit:	Cost x 6
Potential Funding Source(s):	Grant(s)
Lead Agency/Department Responsible:	Public Works
Implementation Schedule:	36 months

Hazard(s) Addressed	Winter Storms
Action: Retrofit and stock an existing facility with winter weather supplies to create a warming station/ shelter for vulnerable populations during winter storms.	
Participating Jurisdiction	Keene
Priority:	18
Estimated Cost:	\$3,500,000
Estimated Benefit:	Cost x 6
Potential Funding Source(s):	Grant(s)
Lead Agency/Department Responsible:	OEM
Implementation Schedule:	36 months
Hazard(s) Addressed	Winter Storms
Action: Protect power lines from severe weather by either burying overhead power lines, ensuring ordinances for proper vegetation management practices, replacing wood poles with steel or composite ones, or reinforcing utility poles with guy wires.	
Participating Jurisdiction	Keene
Priority:	19
Estimated Cost:	\$7,000,000
Estimated Benefit:	Cost x 6
Potential Funding Source(s):	Grant(s)
Lead Agency/Department Responsible:	OEM
Implementation Schedule:	36 months
Hazard(s) Addressed	Tornadoes
Action: Construct safe rooms in existing and future schools, nursing homes, assisted living facilities, hospitals, emergency service buildings, and other critical facilities.	
Participating Jurisdiction	Keene
Priority:	20
Estimated Cost:	\$7,000,000
Estimated Benefit:	Cost x 6
Potential Funding Source(s):	Grant(s)
Lead Agency/Department Responsible:	Building Development
Implementation Schedule:	36 months

Hazard(s) Addressed	Expansive Soils
Action: Upgrade roads damaged by expansive soil.	
Participating Jurisdiction	Keene
Priority:	21
Estimated Cost:	\$15,000,000
Estimated Benefit:	Cost x 6
Potential Funding Source(s):	Grant(s)
Lead Agency/Department Responsible:	Public Works
Implementation Schedule:	36 months
Hazard(s) Addressed	Drought
Action: Place water restrictions designed to reduce or eliminate non-essential uses during a drought.	
Participating Jurisdiction	Keene
Priority:	22
Estimated Cost:	\$20,000
Estimated Benefit:	Cost x 6
Potential Funding Source(s):	Grant(s)
Lead Agency/Department Responsible:	Utilities
Implementation Schedule:	36 months
Hazard(s) Addressed	Drought, Expansive Soil, Earthquake
Action: Implement a leak detection and repair program to reduce lost water.	
Participating Jurisdiction	Keene
Priority:	23
Estimated Cost:	\$400,000
Estimated Benefit:	Cost x 6
Potential Funding Source(s):	Grant(s)
Lead Agency/Department Responsible:	Utilities
Implementation Schedule:	36 months
Hazard(s) Addressed	Flooding
Action: Participate in the Community Rating System (CRS) in the NFIP.	
Participating Jurisdiction	Keene
Priority:	24
Estimated Cost:	\$50,000
Estimated Benefit:	Cost x 6
Potential Funding Source(s):	Grant(s)
Lead Agency/Department Responsible:	Planning & Zoning Commission
Implementation Schedule:	48 months


Hazard(s) Addressed	Flooding, Thunderstorms
Action: Retrofit waste-water collection system.	
Participating Jurisdiction	Keene
Priority:	25
Estimated Cost:	\$20,000,000
Estimated Benefit:	Cost x 6
Potential Funding Source(s):	Grant(s)
Lead Agency/Department Responsible:	Utilities
Implementation Schedule:	36 months
Hazard(s) Addressed	Wildfires
Action: Participate in a Community Wildfire Protection Plan.	
Participating Jurisdiction	Keene
Priority:	26
Estimated Cost:	\$100,000
Estimated Benefit:	Cost x 6
Potential Funding Source(s):	Grant(s)
Lead Agency/Department Responsible:	Fire & Rescue
Implementation Schedule:	36 months
Hazard(s) Addressed	Flooding, Thunderstorms
Action: Develop vector control measures to control mosquito populations attracted to standing water after severe rain and mitigate the spread of mosquito-borne illnesses.	
Participating Jurisdiction	Keene
Priority:	27
Estimated Cost:	\$250,000
Estimated Benefit:	Cost x 6
Potential Funding Source(s):	Grant(s)
Lead Agency/Department Responsible:	OEM
Implementation Schedule:	36 months

Hazard(s) Addressed	Earthquakes
Action: Use flexible piping and fittings when extending or replacing water, sewer, natural gas service, or other critical services.	
Participating Jurisdiction	Keene
Priority:	28
Estimated Cost:	\$1,000,000
Estimated Benefit:	Cost x 6
Potential Funding Source(s):	Grant(s)
Lead Agency/Department Responsible:	Utilities
Implementation Schedule:	36 months
Hazard(s) Addressed	Expansive Soils, Flooding, Thunderstorms
Action: Use of porous pavement, pavers, bio swales, rain gardens, tree trenches, smartscape, vegetative buffers, trees, and islands in and around large parking areas, roads, buildings, and public rights-of-way and easements to reduce stormwater runoff and lessen the impact of extreme heat and expansive soils.	
Participating Jurisdiction	Keene
Priority:	29
Estimated Cost:	\$15,000,000
Estimated Benefit:	Cost x 6
Potential Funding Source(s):	Grant(s)
Lead Agency/Department Responsible:	Economic Development
Implementation Schedule:	36 months
Hazard(s) Addressed	All Hazards
Action: Incorporate nature-based, green infrastructure throughout the city, where applicable.	
Participating Jurisdiction	Keene
Priority:	30
Estimated Cost:	\$5,000,000
Estimated Benefit:	Cost x 6
Potential Funding Source(s):	Grant(s)
Lead Agency/Department Responsible:	Economic Development
Implementation Schedule:	36 months

Hazard(s) Addressed	Thunderstorms
Action: Build covered parking for the fire station and City Hall to protect emergency and city vehicles during severe weather.	
Participating Jurisdiction	Keene
Priority:	31
Estimated Cost:	\$300,000
Estimated Benefit:	Cost x 6
Potential Funding Source(s):	Grant(s)
Lead Agency/Department Responsible:	Building Development
Implementation Schedule:	24 months
Hazard(s) Addressed	Earthquakes
Action: Require bracing of generators, elevators, and other vital equipment in existing and future hospitals and critical facilities.	
Participating Jurisdiction	Keene
Priority:	32
Estimated Cost:	\$5,000,000
Estimated Benefit:	Cost x 6
Potential Funding Source(s):	Grant(s)
Lead Agency/Department Responsible:	Code Enforcement
Implementation Schedule:	36 months
Hazard(s) Addressed	Extreme Heat
Action: Reduce urban heat island effect by planting more trees, utilizing shade clothes, and building green roofs.	
Participating Jurisdiction	Keene
Priority:	33
Estimated Cost:	\$400,000
Estimated Benefit:	Cost x 6
Potential Funding Source(s):	Grant(s)
Lead Agency/Department Responsible:	Public Works
Implementation Schedule:	36 months

Hazard(s) Addressed	Flooding
Action: Flooding / Buyout Program – Buyout or relocate SRL, RL, and other vulnerable structures within or near a floodplain or dam spillway.	
Participating Jurisdiction	Keene
Priority:	34
Estimated Cost:	\$10,000,000
Estimated Benefit:	Cost x 6
Potential Funding Source(s):	Grant(s)
Lead Agency/Department Responsible:	Planning & Zoning Commission
Implementation Schedule:	48 months

Table 55: Johnson County Unincorporated New Mitigation Actions

 Hazard(s) Addressed: All Hazards	
Action: Acquire and install generators, the generator connections/infrastructure, proper mounting system, security barriers, and fuel reservoir for existing and future critical facilities to prevent power failure in the event of a disaster and to continue essential duties.	
Participating Jurisdiction	Johnson County Unincorporated
Priority:	1
Estimated Cost:	\$1.25M
Estimated Benefit:	\$6M
Potential Funding Source(s):	Grants, general fund
Lead Agency/Department Responsible:	Johnson County Commissioners
Implementation Schedule:	36 months



Hazard(s) Addressed: All Hazards

Action: Enhance Johnson County EOC with all possible mitigation measures to ensure operations during any disaster.

Participating Jurisdiction	Johnson County Unincorporated
Priority:	2
Estimated Cost:	\$4M
Estimated Benefit:	\$15M
Potential Funding Source(s):	Grants, Budget
Lead Agency/Department Responsible:	Johnson County OEM
Implementation Schedule:	36 Months



Hazard(s) Addressed: Flooding

Action: Install automated flood gates and warning signs in critical areas to prevent travelers and residents from entering flooded roadways and crossings.

Participating Jurisdiction	Johnson County Unincorporated
Priority:	4
Estimated Cost:	\$400,000
Estimated Benefit:	\$2,000,000
Potential Funding Source(s):	Grants, general fund
Lead Agency/Department Responsible:	Public Works
Implementation Schedule:	18-20 months



Hazard(s) Addressed: All Hazards

Action: Create fuel storage at facilities or have multiple ways to obtain fuel for maintaining power during a power outage from an event.

Participating Jurisdiction	Johnson County Unincorporated
Priority:	5
Estimated Cost:	\$40,000
Estimated Benefit:	\$90,000
Potential Funding Source(s):	Grants, general fund
Lead Agency/Department Responsible:	Public Works
Implementation Schedule:	36 months



Hazard(s) Addressed: All Hazards

Action: Adopt and enforce most current building codes.

Participating Jurisdiction	Johnson County Unincorporated
Priority:	6
Estimated Cost:	\$5,000
Estimated Benefit:	\$20,000
Potential Funding Source(s):	Grants, general fund
Lead Agency/Department Responsible:	County Commissioners Court
Implementation Schedule:	36 months



Hazard(s) Addressed: All Hazards

Action: Update codes, policies, and regulations to address risks and vulnerabilities to hazards.

Participating Jurisdiction	Johnson County Unincorporated
Priority:	7
Estimated Cost:	\$500
Estimated Benefit:	\$3,000
Potential Funding Source(s):	Grants, general fund
Lead Agency/Department Responsible:	County Planning and Zoning
Implementation Schedule:	36 months



Hazard(s) Addressed: All Hazards

Action: Retrofit existing government-owned facilities to withstand all hazards.

Participating Jurisdiction	Johnson County Unincorporated
Priority:	8
Estimated Cost:	\$4M
Estimated Benefit:	\$12M
Potential Funding Source(s):	Grants, general fund
Lead Agency/Department Responsible:	Public Works
Implementation Schedule:	36 months



Hazard(s) Addressed: All Hazards

Action: Assist homeowners with application and implementation of residential mitigation projects.

Participating Jurisdiction	Johnson County Unincorporated
Priority:	9
Estimated Cost:	\$10,000
Estimated Benefit:	\$70,000
Potential Funding Source(s):	Grants, general fund
Lead Agency/Department Responsible:	Johnson County OEM
Implementation Schedule:	36 months



Hazard(s) Addressed: Flooding

Action: Participate in the National Flood Insurance Program (NFIP) Community Rating System.

Participating Jurisdiction	Johnson County Unincorporated
Priority:	10
Estimated Cost:	\$10,000
Estimated Benefit:	\$50,000
Potential Funding Source(s):	Grants, general fund
Lead Agency/Department Responsible:	Floodplain Administrator
Implementation Schedule:	36 months



Hazard(s) Addressed: All Hazards

Action: Educate the public on their risks to local hazards, and mitigation actions to take, using various outreach methods.

Participating Jurisdiction	Johnson County Unincorporated
Priority:	11
Estimated Cost:	\$5,000
Estimated Benefit:	\$30,000
Potential Funding Source(s):	Grants, general fund
Lead Agency/Department Responsible:	Johnson County OEM
Implementation Schedule:	12 months



Hazard(s) Addressed: Flooding

Action: Buyout or relocate SRL, RL, and other vulnerable structures within or near a floodplain or dam spillway.

Participating Jurisdiction	Johnson County Unincorporated
Priority:	12
Estimated Cost:	\$1,500,000
Estimated Benefit:	\$4M
Potential Funding Source(s):	Grants, general fund
Lead Agency/Department Responsible:	County Planning and Zoning
Implementation Schedule:	36 months



Hazard(s) Addressed: Flooding

Action: Educate the public on NFIP policies and their flood risks from various flood sources (bodies of water, dams, flash flooding).

Participating Jurisdiction	Johnson County Unincorporated
Priority:	13
Estimated Cost:	\$500
Estimated Benefit:	\$3,000
Potential Funding Source(s):	Grants, general fund
Lead Agency/Department Responsible:	Johnson County OEM
Implementation Schedule:	18 months



Hazard(s) Addressed: All Hazards

Action: Incorporate nature-based, green infrastructure throughout the planning area, where applicable.

Participating Jurisdiction	Johnson County Unincorporated
Priority:	14
Estimated Cost:	\$20,000
Estimated Benefit:	\$1.2M
Potential Funding Source(s):	Grants, general fund
Lead Agency/Department Responsible:	Public Works
Implementation Schedule:	36 months



Hazard(s) Addressed: Wildfires

Action: Create defensible space around existing and future development in the WUI.

Participating Jurisdiction	Johnson County Unincorporated
Priority:	15
Estimated Cost:	\$100,000
Estimated Benefit:	\$2,000,000
Potential Funding Source(s):	Grants, general fund
Lead Agency/Department Responsible:	Johnson County Commissioners
Implementation Schedule:	36 months



Hazard(s) Addressed: All Hazards

Action: Work with neighboring communities on multi-jurisdictional mitigation projects and studies.

Participating Jurisdiction	Johnson County Unincorporated
Priority:	16
Estimated Cost:	\$200,000
Estimated Benefit:	\$1.2M
Potential Funding Source(s):	Grants, general fund
Lead Agency/Department Responsible:	Johnson County OEM
Implementation Schedule:	36 months



Hazard(s) Addressed: All Hazards

Action: Conduct hazard studies in planning area and surrounding jurisdictions, to address data deficiencies and to update our risk assessment.

Participating Jurisdiction	Johnson County Unincorporated
Priority:	17
Estimated Cost:	\$70,000
Estimated Benefit:	\$420,000
Potential Funding Source(s):	Grants, general fund
Lead Agency/Department Responsible:	Public Works
Implementation Schedule:	36 months



Hazard(s) Addressed: Wildfires

Action: Develop a Community Wildfire Protection Plan (CWPP).

Participating Jurisdiction	Johnson County Unincorporated
Priority:	18
Estimated Cost:	\$10,000
Estimated Benefit:	\$60,000
Potential Funding Source(s):	TFS Grants, general fund
Lead Agency/Department Responsible:	Johnson Count OEM
Implementation Schedule:	12 months

Chapter 5: Plan Maintenance

The Johnson County Emergency Management Coordinator (EMC), or their designee, is responsible for ensuring the HMP and its components are monitored, evaluated, and reviewed on a regular basis.

Members of the Hazard Mitigation Planning Team (HMPT) are responsible for ensuring the mitigation strategies of participating jurisdictions are monitored, evaluated, and reviewed on a regular basis. This will be accomplished by the Johnson County EMC calling an annual meeting of the HMPT, whose members will assist in plan review, evaluation, updates, and monitoring.

5.1 Schedule

Maintenance tasks will take place according to the following table. The Johnson County EMC will use email to request the maintenance task noted below be implemented and changes documented.

Table 56: Maintenance Schedule of Tasks

Responsible Personnel	Tasks	Update Schedule
Johnson County EMC	Monitor Plan: integrate into existing mechanisms; track implementation of action items, changes to risk assessment, changes to Local Planning Team (LPT), changes to capabilities, and plan integrations.	Twice a year
	Evaluate Plan during HMP Maintenance Meeting.	Annually
	Update Plan by reviewing and revising the plan to meet requirements.	Once every five years

To annually evaluate the HMP, the Johnson County EMC will host a HMP Maintenance Meeting. During this meeting, the members will provide information and updates on the implementation status of each action item included in the plan. The team will assess whether goals address current and expected conditions, whether the nature and/or magnitude of the risks have changed, if there has been a change in local capabilities, if current resources are appropriate for implementing the HMP, whether outcomes have occurred as expected, and if other agencies and partners have information to input.

The Disaster Mitigation Act of 2000 requires that the Johnson County Hazard Mitigation Plan be updated at least once every five years. During this process, the entire plan will be updated with current information, current analyses of risks and capabilities, and new and/or modified mitigation strategies. Public meetings will be hosted for the HMPT and the public to address each section of the plan. The revised plan will be submitted for state and federal review after local public review and presented for approval to the Johnson County Commissioners Court and the respective councils of incorporated cities included in this HMP.

Following formal adoption by the Johnson County's Commissioners Court and the governing council of each participating jurisdiction, the actions outlined in the HMP will be implemented as local capabilities allow.

5.2 Continued Public Participation

Public participation will remain an active component of this plan, even after adoption, to ensure all residents understand what the local government is doing on their behalf, and to provide a chance for input on community vulnerabilities and mitigation activities.

With assistance from NCTCOG, and as local capabilities improve, the HMPT will assess their capabilities and pre-plan their outreach strategy for the next update in order to garner more valuable feedback and reach more socially vulnerable populations and underserved communities.

The HMPT will look for more equitable outreach strategies to use when maintaining this plan, once adopted, including periodic presentations on the plan's progress to elected officials, schools, or other community groups; lunch-n-learns; virtual questionnaires and surveys; public meetings; and postings on social media and interactive websites.

5.3 Incorporation into Existing Planning Mechanisms

The Local Planning Teams will expand their mitigation strategies by incorporating the HMP into other planning mechanisms, such as plan amendments, ordinance revisions, and capital improvement projects. Previously, jurisdictions each listed the following planning mechanisms to incorporate the 2015 HMP:

- Budget meetings, Emergency Action Plan Update, floodplain ordinances, Capital Improvement Plan, Economic Development Plan, Drought Contingency Plan, and Natural Resource Conservation Plan

Incorporation was not accomplished due to limited capabilities and coordination. Also, a Natural Resource Conservation Plan was listed but there is no documentation of this plan.

Planning mechanisms in which this HMP will be integrated are listed below.

Table 57: Local Planning Mechanisms

Jurisdiction	Type of Plan or Activity	Department Responsible	Update Schedule
Alvarado	Capital Improvement Plan	City Administration	Every 10 years
Alvarado	Comprehensive Plan	City Administration and Public Works Departments	Every 5 years
Burleson	Capital Improvement Plan	City Administration	Every 10 years
Burleson	Comprehensive Plan	City Administration and Public Works Departments	Annually
Cleburne	Capital Improvement Plan	City Administration	Every 10 years
Cleburne	Comprehensive Plan	City Administration	Every 5 years

Jurisdiction	Type of Plan or Activity	Department Responsible	Update Schedule
Godley	Capital Improvement Plan	City Administration	Every 10 years
Godley	Comprehensive Plan	City Administration and Public Works Departments	Every 5 years
Joshua	Capital Improvement Plan	City Administration	Every 10 years
Joshua	Comprehensive Plan	City Administration and Public Works Departments	Every 5 years
Keene	Capital Improvement Plan	City Administration	Every 10 years
Keene	Comprehensive Plan	City Administration and Public Works Departments	Every 5 years
Johnson County	Capital Improvement Plan	City Administration	Every 10 years
Johnson County	Comprehensive Plan	County Commissioners, Planning and Zoning, Floodplain Admin, Elected Office Holders and OEM	5 Years
Johnson County	Emergency Operations Plan	OEM	5 years

During the update of each of the identified planning mechanisms, the mechanism's update committee and authors will review this HMP and incorporate plan elements and mitigation actions relevant to the respective mechanism and ensure all goals and strategies of the respective documents are consistent with and support the mitigation goals and will not contribute to increased vulnerability to hazards.

The members of the HMPT will remain charged with ensuring that the goals and strategies of new and updated local planning documents for their jurisdictions are consistent with the goals and actions of the Johnson County HMP and will not contribute to increased hazard vulnerability in Johnson County or its participating jurisdictions.

Participating jurisdictions will provide a copy of the Johnson County HMP to the appropriate parties and recommend that all goals and strategies of new and updated local planning documents are consistent with and support the goals of the Johnson County HMP and will not contribute to increased hazards in the affected jurisdiction(s).

Although it is recognized that there are many possible benefits to integrating components of this Hazard Mitigation Plan (HMP) into other planning mechanisms, the participating jurisdictions consider this HMP, including development and maintenance, to be the primary vehicle to ensure implementation of local hazard mitigation actions.

Chapter 6: Conclusion

Through the development of this plan, Johnson County has developed a thorough hazard history, an inventory of critical facilities, and an assessment of their current capabilities. This data, when used in conjunction with the updated information about hazard threats and vulnerabilities, will prove to be invaluable to Johnson County and its participating jurisdictions.

Natural hazards have been identified county-wide and technological hazards have been listed for selected jurisdictions that opted to include these hazards. Mitigation projects that could reduce the risk of lives and property due to the identified threats have been compiled and prioritized.

The creation of the Johnson County Hazard Mitigation Planning Team (HMPT) brought together stakeholders from communities and organizations onto one planning team. This group has been able to work together effectively and efficiently to produce this document and establish a greater awareness of risks and mitigation strategies.

In addition to the HMPT, the creation of the Local Planning Team (LPT) in each jurisdiction brought together stakeholders and departments within the jurisdiction onto one planning team. This group was able to work together effectively and efficiently to produce jurisdictional data for this document and establish a greater awareness of risks and mitigation strategies.

This plan will continue to evolve as necessary to properly represent the threats and vulnerabilities affecting Johnson County. Continued public participation is encouraged and will continue through the ongoing multijurisdictional hazard mitigation process. The plan, in its entirety (not limited to but including development, public participation, hazard identification, and mitigation actions), will continue to be monitored and evaluated.

Appendix A: Capability Assessments

A.1 NFIP Assessment

The NFIP provides flood insurance to property owners, renters, and businesses, and having this coverage helps them recover faster when floodwaters recede. The NFIP works with communities required to adopt and enforce floodplain management regulations that help mitigate flooding effects.

Flood insurance is available to anyone living in one of the 23,000 participating NFIP communities.

The following tables describe NFIP compliance within the participating jurisdictions.

Table 58: NFIP Policy Information as of 04/30/2022⁴⁶

NFIP Policy Information as of 04/30/2022			
Community Name (Number)	Policies in Force	Total Coverage	Total Written Premium + FPF*
ALVARADO, CITY OF (480397)	8	\$3,793,000	\$16,461
BURLESON, CITY OF (485459)	99	\$27,659,800	\$79,707
CLEBURNE, CITY OF (485462)	128	\$ 26,967,500	\$99,342
GODLEY, CITY OF (480880)	2	\$660,000	\$1,968
JOSHUA, CITY OF (480882)	28	\$7,650,600	\$9,406
KEENE, CITY OF (481107)	4	\$1,330,000	\$2,718
Unknown (Unknown)	17	\$2,337,000	\$10,815
JOHNSON COUNTY* (480879)	248	\$30,485,200	\$64,430,600

*FPF (Federal Policy Fee) - A flat charge that the policyholder must pay on each new or renewal policy to defray certain administrative expenses incurred in carrying out the NFIP.

Table 59: Local Floodplain Regulations

Adoption of NFIP minimum floodplain management criteria via local regulation.		
Community	Description	Source
Alvarado	Code of Ordinances Chapter 18 Flood Hazard Reduction: The city manager is hereby appointed the floodplain administrator to administer and implement the provisions of this chapter and other appropriate sections of 44 CFR (emergency management and assistance—national flood	Website: https://ecode360.com/42203392

⁴⁶ | [Flood Insurance Data and Analytics \(floodsmart.gov\)](#)

Adoption of NFIP minimum floodplain management criteria via local regulation.		
Community	Description	Source
	insurance program regulations) pertaining to floodplain management. (2008 Code, sec. 151.20; Ordinance 2012-025 adopted 9/17/2012)	
Burleson	Code of Ordinances Chapter 42 Floods: In order to accomplish its purposes, this article uses the following methods: (1) Restrict or prohibit uses that are dangerous to health, safety or property in times of flood , or cause excessive increases in flood heights or velocities; (2) Require that uses vulnerable to floods, including facilities which seNe such uses, be protected against flood damage at the time of initial construction; (3) Control the alteration of natural floodplains, stream channels and natural protective barriers, which are involved in the accommodation of floodwaters; (4) Control filing, grading, dredging and other development which may increase flood damage; (5) Prevent or regulate the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards to other lands.	Website: https://ecode360.com/39931087
Cleburne	As a participating community, the City has adopted a Floodplain Management Ordinance that limits the development allowed in 100-year floodplains (the area inundated by a storm that has a 1% chance of happening in any year). For property with any portion located within the 100-year floodplain, regardless of structure location, a flood insurance policy may be required by mortgage companies. The City of Cleburne standards require all new structures be constructed two feet above the existing water surface elevation of the 100-year floodplain, or one foot above the "ultimate" water surface elevation. When developing along a major creek within the City of Cleburne, the developer must submit a Flood Study to the	Website: https://www.cleburne.net/1149/Floodplain-Management

Adoption of NFIP minimum floodplain management criteria via local regulation.		
Community	Description	Source
	city showing the 100-year floodplain and water surface elevation based on both current land-use and future land-use assumptions. [See Building in the Floodplain for more information.]	
Godley	<p>Code of Ordinances CHAPTER 156: Flood Damage Prevention § 156.01 Statutory Authorization.</p> <p>The Legislature of the State of Texas has in the Flood Control Insurance Act, Tex. Water Code, § 16.315, delegated the responsibility of local governmental units to adopt regulations designed to minimize flood losses. The City Administrator is hereby appointed the Floodplain Administrator to administer and implement the provisions of this chapter and other appropriate sections of 44 CFR (Emergency Management and Assistance - National Flood Insurance Program Regulations) pertaining to floodplain management.</p> <p>(Ord. OR-10292012-FDP, passed 10-29-2012)</p>	<p>Website:</p> <p>https://codelibrary.amlegal.com/codes/godley/latest/godley_tx/0-0-0-5752#JD_156.01</p>
Joshua	<p>Code of Ordinances Building Regulations ARTICLE 3.07 FLOOD DAMAGE PREVENTION:</p> <p>The city manager is hereby appointed the floodplain administrator to administer and implement the provisions of this article and other appropriate sections of 44 CFR (Emergency Management and Assistance - National Flood Insurance Program regulations) pertaining to floodplain management.</p> <p>(Ordinance 554-2012 adopted 10/18/12)</p>	<p>Website:</p> <p>https://ecode360.com/40359866</p>
Keene	<p>Code of Ordinances TITLE XV. - LAND USAGE CHAPTER 152. - FLOOD DAMAGE PREVENTION:</p>	<p>Website:</p> <p>https://library.municode.com/tx/keene/codes/code_of_ordinances?nodeId=TITXVLAUS_CH152FLDAPR</p>
Johnson County	<p>The Johnson County Public Works Director is hereby appointed the floodplain administrator to administer and implement the provisions of this article and other appropriate sections of 44 CFR (Emergency</p>	<p>Website:</p> <p>https://www.johnsoncountytexas.org/departments/public-works/floodplain-management</p>

Adoption of NFIP minimum floodplain management criteria via local regulation.		
Community	Description	Source
	Management and Assistance - National Flood Insurance Program regulations) pertaining to floodplain management.	

Table 60: FIRM Dates⁴⁷

Adoption of the latest effective Flood Insurance Rate Map (FIRM), if applicable.		
CID	CID	Current Effective Map Date
Alvarado	480397#	12/04/12
Burleson	485459B	09/21/23
Cleburne	485462C	09/21/23
Godley	480880C	09/21/23
Joshua	480882C	09/21/23
Keene	481107#	12/04/12
Johnson County	480879C	09/21/23

Table 61: Floodplain Administrators⁴⁸

Appointment of a designee or agency to implement the addressed commitments and requirements of the NFIP.	
Community	Floodplain Administrator Title
Alvarado	City Manager
Burleson	Assistant Director-Engineering
Cleburne	Project Engineer
Godley	City Administrator
Joshua	Development Services Director
Keene	Development Services Coordinator
Johnson County	Director of Public Works
Implementation and enforcement of local floodplain management regulations to regulate and permit development in SFHAs.	
<p>The local floodplain administrators (FPAs) in Johnson County serve as the local FPA in addition to their primary position in their respective communities.</p> <p>When acting as the FPA, duties mainly consist of reviewing permit applications for development in the floodplain to ensure the development will not negatively impact the community's floodplain. They are also responsible for addressing code violations related to the flood damage prevention ordinance and coordinating recovery efforts after a major disaster. More specifically, local ordinance states that the</p>	

⁴⁷ FEMA. *Communities Participating in the National Flood Program*. 2023, <https://www.fema.gov/cis/TX.html>.

⁴⁸ [Floodplain Administrators | Texas Flood](#)

Implementation and enforcement of local floodplain management regulations to regulate and permit development in SFHAs.

duties and responsibilities of the floodplain administrator shall include, but not be limited to, the following:

- (1) Maintain and hold open for public inspection all records pertaining to the provisions of this chapter.
- (2) Review permit application to determine whether to ensure that the proposed building site project, including the placement of manufactured homes, will be reasonably safe from flooding.
- (3) Review, approve or deny all applications for development permits required by adoption of this chapter.
- (4) Review permits for proposed development to assure that all necessary permits have been obtained from those federal, state or local governmental agencies (including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334) from which prior approval is required.
- (5) Where interpretation is needed as to the exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions) the floodplain administrator shall make the necessary interpretation.
- (6) Notify, in riverine situations, adjacent communities and the state coordinating agency which is the Texas Water Development Board (TWDB) and also the Texas Commission on Environmental Quality (TCEQ), prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the federal emergency management agency.
- (7) Assure that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained.
- (8) When base flood elevation data has not been provided in accordance with the associated section, the floodplain administrator shall obtain, review and reasonably utilize any base flood elevation data and floodway data available from a federal, state or other source, in order to administer the provisions of associated section.
- (9) When a regulatory floodway has not been designated, the floodplain administrator must require that no new construction, substantial improvements, or other development (including fill) shall be permitted within zones A1-30 and AE on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.
- (10) Under the provisions of 44 CFR chapter 1, section 65.12, of the National Flood Insurance Program regulations, a community may approve certain development in zones A1-30, AE, AH, on the community's FIRM which increases the water surface elevation of the base flood by more than 1 foot, provided that the community first applies for a conditional firm revision through FEMA and completes all of the provisions required by section 65.12.
- (11) The floodplain administrator shall appoint a qualified person to review all permit applications and approve any such permits in the absence of the administrator.

Implementation and enforcement of local floodplain management regulations to regulate and permit development in SFHAs.

(12) Review subdivision proposals and other proposed new development, including manufactured home parks and subdivisions, to determine whether such proposals will be reasonably safe from flooding.

(13) Require within flood hazard areas that new and replacement water supply and sanitary sewerage systems be designed to minimize or eliminate infiltration of flood waters into the systems, and that discharges from the systems into floodwaters and on-site waste disposal systems be located to avoid impairment to them or contamination from them during flooding.

(14) Require proposed developments to obtain a LOMA when appropriate.

(15) Require proposed developments to obtain a conditional letter of map revision (CLOMR) when appropriate prior to any construction. After such construction a formal LOMR shall be required.

Description of how participants implement the substantial improvement/substantial damage provisions of their floodplain management regulations after an event.

For communities participating in the National Flood Insurance Program (NFIP), structures located in the Special Flood Hazard Area (SFHA) that are substantially modified (either damaged or improved) more than 50 percent are required to comply with local building and floodplain requirements. Local community officials (typically floodplain administrators) are responsible for substantial damage and improvement (SI/SD) determinations. These determinations are required to be in compliance for participation in the NFIP.

How a community and FEMA assess the structure owner's compliance with these requirements is part of the process referred to as Substantial Improvement (SI) and Substantial Damage (SD). After a disaster, communities are required to complete damage assessments for structures in the SFHA.

The following describes the responsibilities that specifically apply to administering the SI/SD requirements, as determined by FEMA and implemented by the communities. The local FPAs seek help from the County and State FPA in implementation due to their lack of experience and the overwhelming events during a disaster:

- Review permit applications to determine whether improvements or repairs of buildings in SFHAs constitute substantial improvement or repair of substantial damage.
- Review descriptions of proposed work submitted by applicants to ensure that all requirements are addressed.
- Review cost estimates of the proposed work submitted by applicants and determine if the costs are reasonable for the proposed work or use other acceptable methods to estimate the costs.
- Decide the method to determine market value (including which method to use after an event that damages many buildings) and identify the buildings most likely to have sustained substantial damage.

Description of how participants implement the substantial improvement/substantial damage provisions of their floodplain management regulations after an event.

- Review market value appraisals, if submitted by applicants, to determine if the appraisals reasonably represent the characteristics of the building and the market value of the structures (excluding land value).
- Determine if proposed improvements are substantial improvements based on the costs of the proposed work compared to the market value of the building.
- Determine if damaged buildings are substantially damaged based on cost estimates for repairs compared to the market value of the building before the damage occurred.
- Issue a letter to the property owner to convey the SI/SD determination.
- Retain all versions of the Flood Insurance Rate Maps (FIRMs) and allow citizens to access the maps.
- Maintain in the permit file specific information on all development that occurs within the SFHA and make this information available for public inspection. The documentation includes the lowest floor elevations, other pertinent elevations such as for machinery and equipment, and flood protection designs.
- Conduct periodic field inspections during construction to ensure that development complies with issued permits, work with builders and property owners to correct deficiencies and violations and check for unpermitted development.
- Perform assessments after events that cause damage, inform property owners of the requirement to obtain permits for repairs, and determine whether the damage qualifies as substantial damage.
- Coordinate with property owners and insurance adjusters regarding NFIP flood insurance claims and ICC coverage.

A.2 Capability Assessment

As FEMA states, reviewing each participant's capabilities helps the planning team find and evaluate resources they can use to reduce disaster losses now or in the future. The assessment encompasses the following types of mitigation capabilities:

1. **Planning and Regulatory:** Plans, policies, statutes or regulations that could affect resilience to future natural hazard events and other future conditions, including the potential effects of climate change.
2. **Administrative and Technical:** Staff, skills, and tools that can reduce the risk of hazards in the planning area.
3. **Financial:** Potential funding resources to support hazard mitigation. These may be local funds and programs, FEMA or other federal programs, and private and non-profit resources.

A.2.1 Results

The Local Planning Team of each jurisdiction reviewed their 2015 Capability Assessments to examine the ability of their jurisdiction to implement and manage a comprehensive mitigation strategy. The capabilities identified have not changed since 2015 and are available pre- and post-disaster. They can be used as mechanisms to implement the mitigation actions identified in this plan

Table 62: Legal and Regulatory Capability Summary

Capability	Alvarado	Burleson	Cleburne	Godley	Joshua	Keene	Johnson County
Building Code	Y	Y	Y	Y	Y	Y	N
Zoning Ordinance	Y	Y	Y	Y	Y	Y	N
Subdivision Ordinance or regulation	Y	Y	Y	Y	Y	Y	N
Special purpose ordinances (floodplain management, storm water management, hillside or steep slope ordinances wildfire ordinances, hazard setback requirements)	Y	Y	Y	Y	Y	Y	Y
Growth management ordinances (also called "smart growth" or anti-sprawl programs)	N	Y	Y	N	N	N	N
Site Plan review requirements	Y	Y	Y	Y	Y	Y	Y
General or comprehensive plan	Y	Y	Y	Y	Y	Y	Y
A capital improvements plan	Y	Y	Y	Y	Y	Y	Y
An economic development plan	N	Y	Y	Y	Y	Y	Y
An emergency response plan	Y	Y	Y	Y	Y	Y	Y
A post-disaster recovery plan	Y	Y	Y	N	Y	N	N
A post-disaster recovery ordinance	Y	Y	N	N	N	N	N
Real estate disclosure requirements	N	Y	Y	N	N	Y	Y
Other	N	N	N	N	N	N	N

Table 63: Administrative and Technical Capability Summary

Capability	Alvarado	Burleson	Cleburne	Godley	Joshua	Keene	Johnson County
Planner(s) or engineer(s) with knowledge of land development and land management	N	Y	Y	Y	Y	Y	Y
Engineer(s) or professional(s) trained in construction practices related to buildings and/or infrastructure	N	Y	Y	Y	Y	Y	Y
Planners or engineer(s) with an understanding of natural and/or human caused hazards	N	Y	Y	Y	Y	Y	Y
Floodplain Administrator	Y	Y	Y	Y	Y	Y	Y
Surveyors	N	N	N	N	N	N	N
Staff with education or expertise to assess the community's vulnerability to hazards	Y	Y	Y	Y	Y	Y	Y
Personnel skilled in GIS	N	Y	Y	Y	Y	Y	N
Scientists familiar with the hazards of the community	N	N	N	N	N	N	N
Emergency Manager	Y	Y	Y	Y	Y	Y	Y
Grant writers	N	Y	Y	Y	Y	Y	N

Table 64: Fiscal Capability Summary

Capability	Alvarado	Burleson	Cleburne	Godley	Joshua	Keene	Johnson County
Community Development Block Grants (CDBG)	Y	N	N	Y	N	Y	N
Capital improvements project funding	Y	Y	Y	Y	Y	Y	Y
Authority to levy taxes for specific purposes	Y	Y	Y	Y	Y	Y	Y
Fees for water, sewer, gas, or electric service	Y	Y	Y	Y	N	Y	N
Impact fees for homebuyers or developers for new developments/homes	N	Y	Y	Y	Y	Y	N
Incur debt through general obligation bonds	Y	Y	Y	Y	Y	Y	Y
Incur debt through special tax bonds	Y	Y	Y	N	Y	Y	Y
Incur debt through private activity bonds	Y	Y	N	N	N	N	Y
Withhold spending in hazard-prone areas	Y	N	Y	N	N	N	Y
Other	N	N	N	N	N	N	N

A.2.2 Gaps & Improvements

After completing the assessments, the Local Planning Teams realized that they each have a few gaps in each type of mitigation capability.

To expand on planning and regulatory capabilities and reduce future risks, jurisdictions could budget and pass policies and procedures for mitigation actions, create more land use ordinances, add mitigation strategies to existing plans and create new plans related to hazard mitigation.

To expand on administrative and technical capabilities, approving the hiring and training of staff for mitigation activities, acquiring data-collecting software, and tracking inventory of assets.

To expand on financial capabilities, jurisdictions could use existing funding resources to implement mitigation activities and work with grant writers to apply to grants.

Appendix B: Local Planning Teams

The following tables identify the members of the Local Planning Team (LPT) from each participating jurisdiction.

Table 65: Alvarado Local Planning Team Members

City of Alvarado		
Agency/Organization	Position	Role in LPT
City Council	Mayor	General oversight hazard identification, and plan development
City Manager's Office	City Manager	Hazard identification and plan development
Emergency Management	EM Director	Hazard identification and plan development
City Manager's Office	Asst. City Manager	Hazard identification and plan development
Public Works	Director of Public Works	Hazard identification and plan development
Electrical Services	Electric Supt.	Hazard identification and plan development

Table 66: Burleson Local Planning Team Members

City of Burleson		
Agency/Organization	Position	Role in LPT
City Council	Mayor	General oversight hazard identification, and plan development
Mayor's Office	Public Works Dir.	Hazard identification and plan development
Mayor's Office	Code Enforcement	Hazard identification and plan development
Mayor's Office	Building Insp.	Hazard identification and plan development
Mayor's Office	Street Dept.	Help identify and plan develop with street planning.
Mayor's Office	Animal Control	Hazard Identification and Plan Development

Table 67: Cleburne Local Planning Team Members

City of Cleburne		
Agency/Organization	Position	Role in LPT
Fire Department	EMC	General oversight hazard identification, and plan development
Public Works	Public Works Director	Hazard identification and plan development
Police Department	Code Enforcer	Hazard identification and plan development
Police Department	Police Chief	Hazard identification and plan development
Fire Department	Fire Chief	Help identify and plan development
Engineer	City Engineer	Hazard Identification and Plan Development

Table 68: Godley Local Planning Team Members

City of Godley		
Agency/Organization	Position	Role in LPT
City Admin	City Administrator	General oversight hazard identification, and plan development
Fire Department	Fire Chief	Hazard identification and plan development
Public Works	PW Director	Hazard identification and plan development
Police Department	Police Chief	Hazard identification and plan development
Fire Department	Emergency Manager Coordinator	Hazard identification and plan development

Table 69: Joshua Local Planning Team Members

City of Joshua		
Agency/Organization	Position	Role in LPT
Police Department	Director	General oversight hazard identification, and plan development
City Hall	City Mayor	General oversight hazard identification, and plan development
Fire Department	Chief	Hazard identification and plan development
City Hall	Mayor	Plan development

City of Joshua		
Agency/Organization	Position	Role in LPT
Police Department	Emergency Management Coordinator	General oversight hazard identification, and plan development
Public Works	Director	Hazard identification and plan development

Table 70: Keene Local Planning Team Members

City of Keene		
Agency/Organization	Position	Role in LPT
City Council	Mayor	General oversight hazard identification, and plan development
Fire Department	Fire Chief	General oversight, hazard identification, and plan development
Emergency Management Department	Emergency Management Coordinator	General oversight, hazard identification, and plan development
Fire Department	Code Enforcement Officer	Hazard identification and plan development
City Hall	City Manager	Hazard identification and plan development
Development Services	Flood Plain Administrator	Hazard identification and plan development
Public Works	Public Works Director	Hazard identification and plan development
Police Department	Police Chief	Hazard identification and plan development

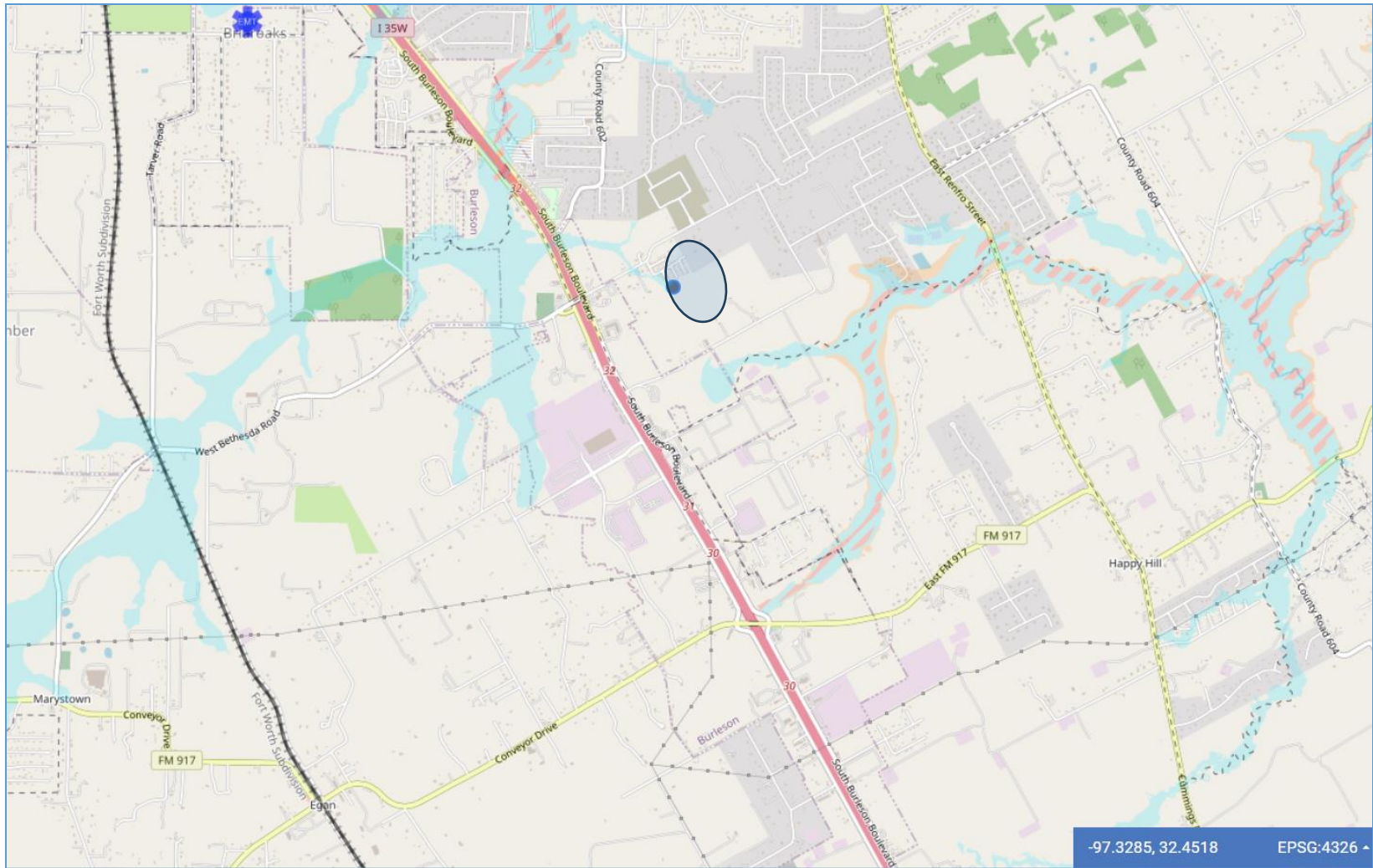
Table 71: Johnson County Local Planning Team Members

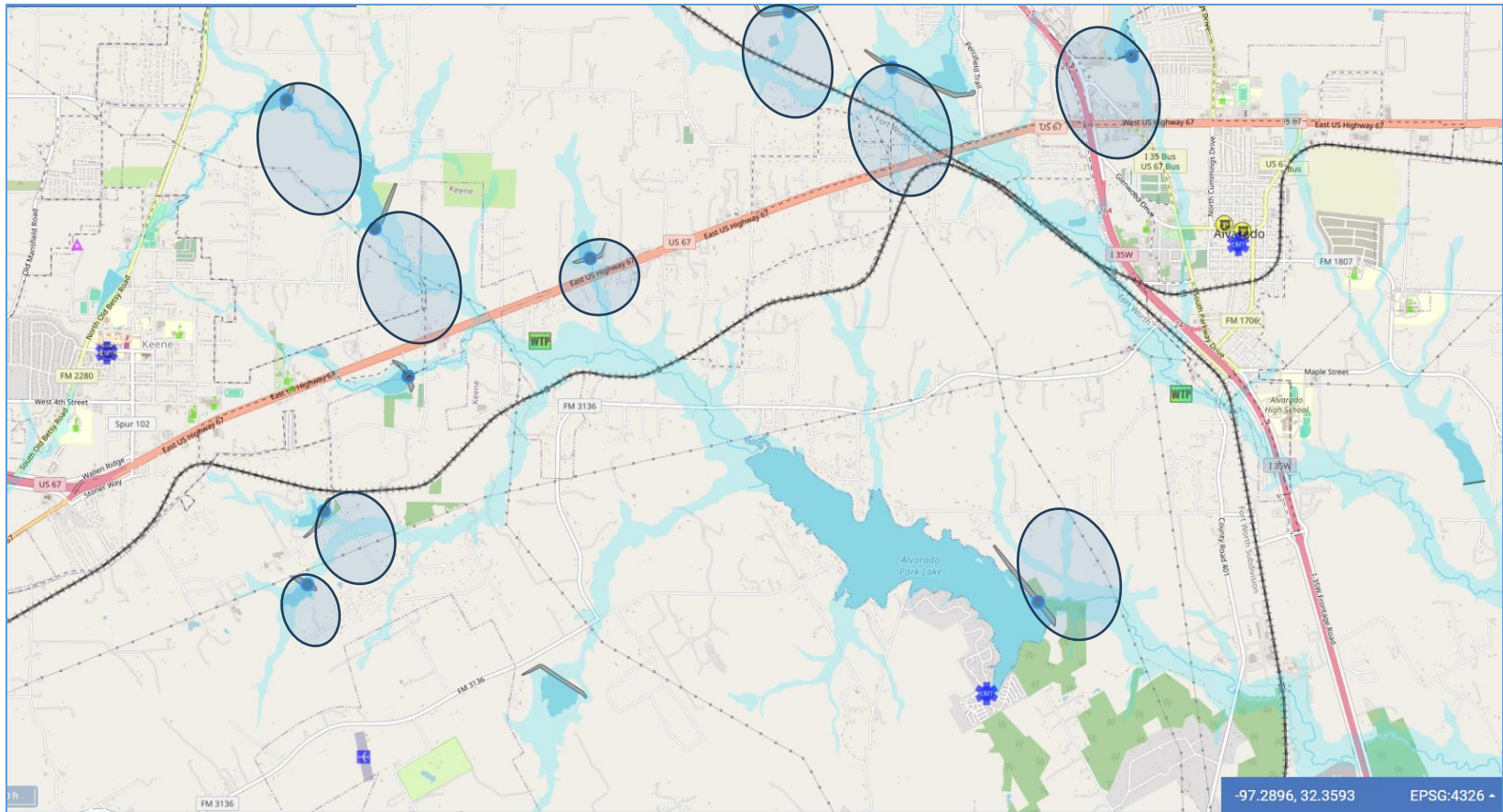
Johnson County Unincorporated		
Agency/Organization	Position	Role in LPT
Emergency Management	EMC	General oversight hazard identification, and plan development
Emergency Management	OEM-Admin	Plan development
Police Department	Director 911 Addressing	Hazard identification and plan development
Public Works	Watershed Ops/Maintenance	Hazard identification and plan development
City Hall	Engineer	Hazard identification and plan development

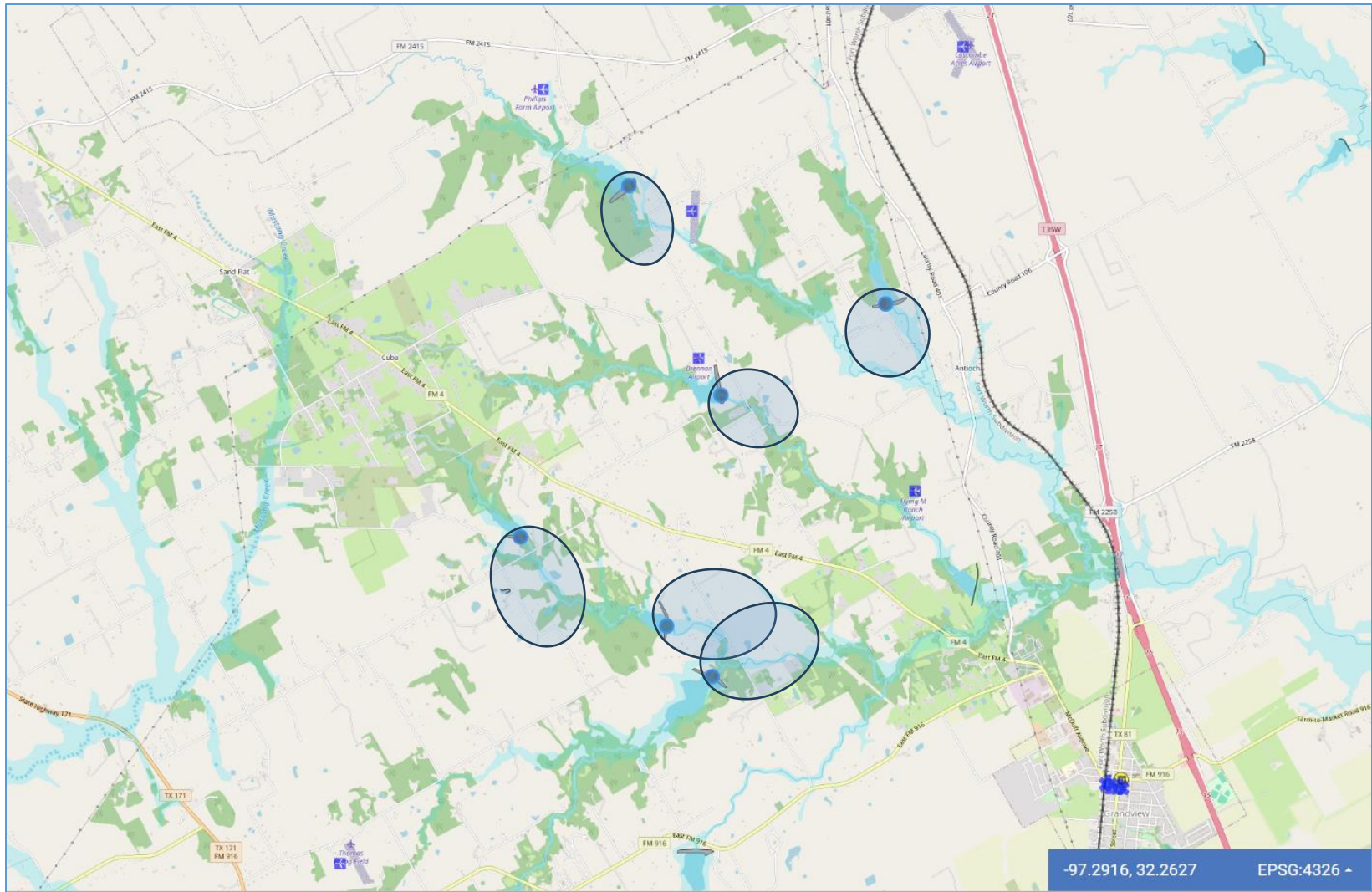
Johnson County Unincorporated		
Agency/Organization	Position	Role in LPT
Public Works	Buildings/Maintenance	Hazard identification and plan development
City Hall	Judge	General oversight hazard identification, and plan development

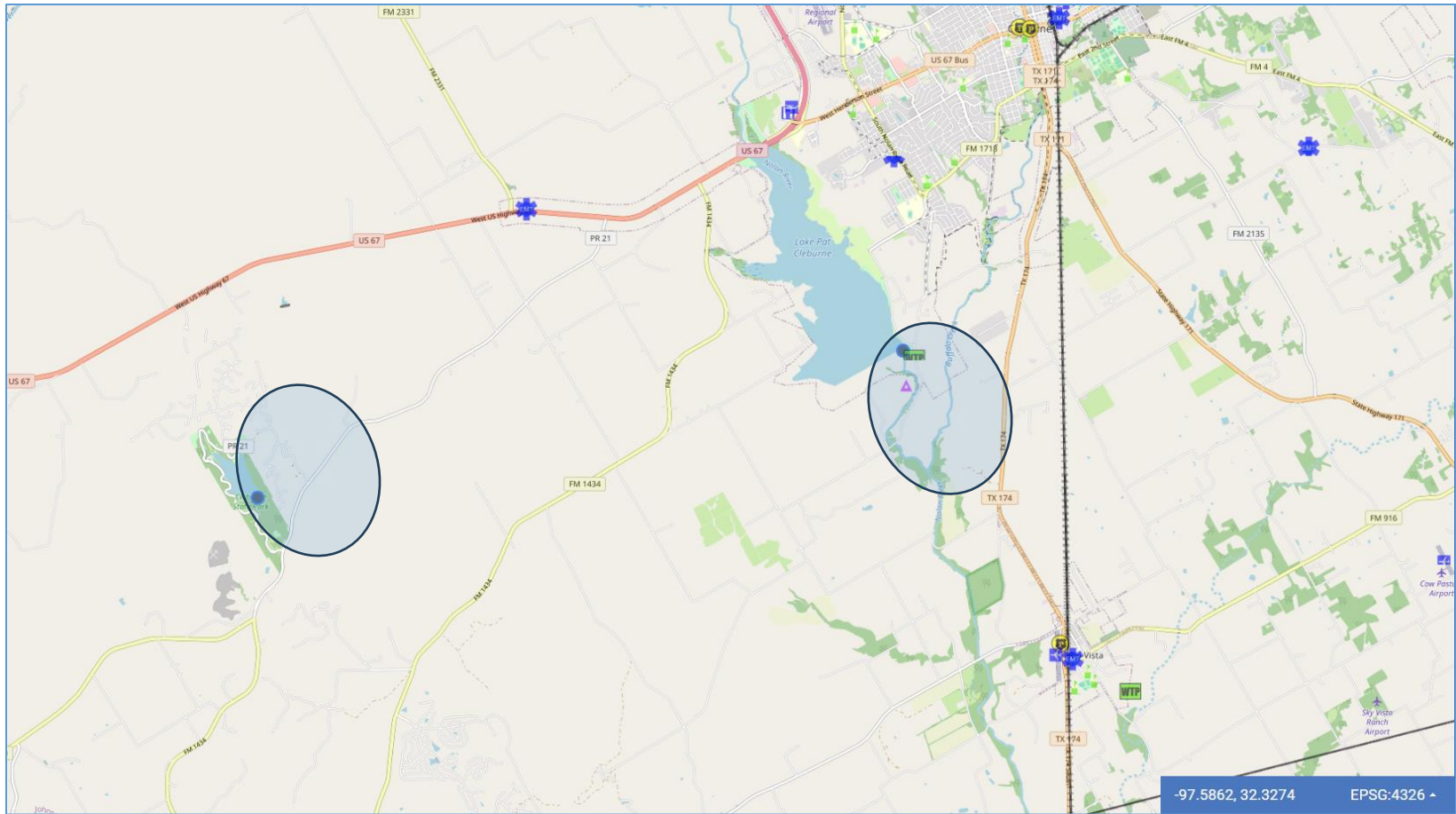
Appendix C: Flood Maps

This Appendix includes estimated maps of the HHPD inundation zones and the Flood Insurance Rate Maps (FIRMs).



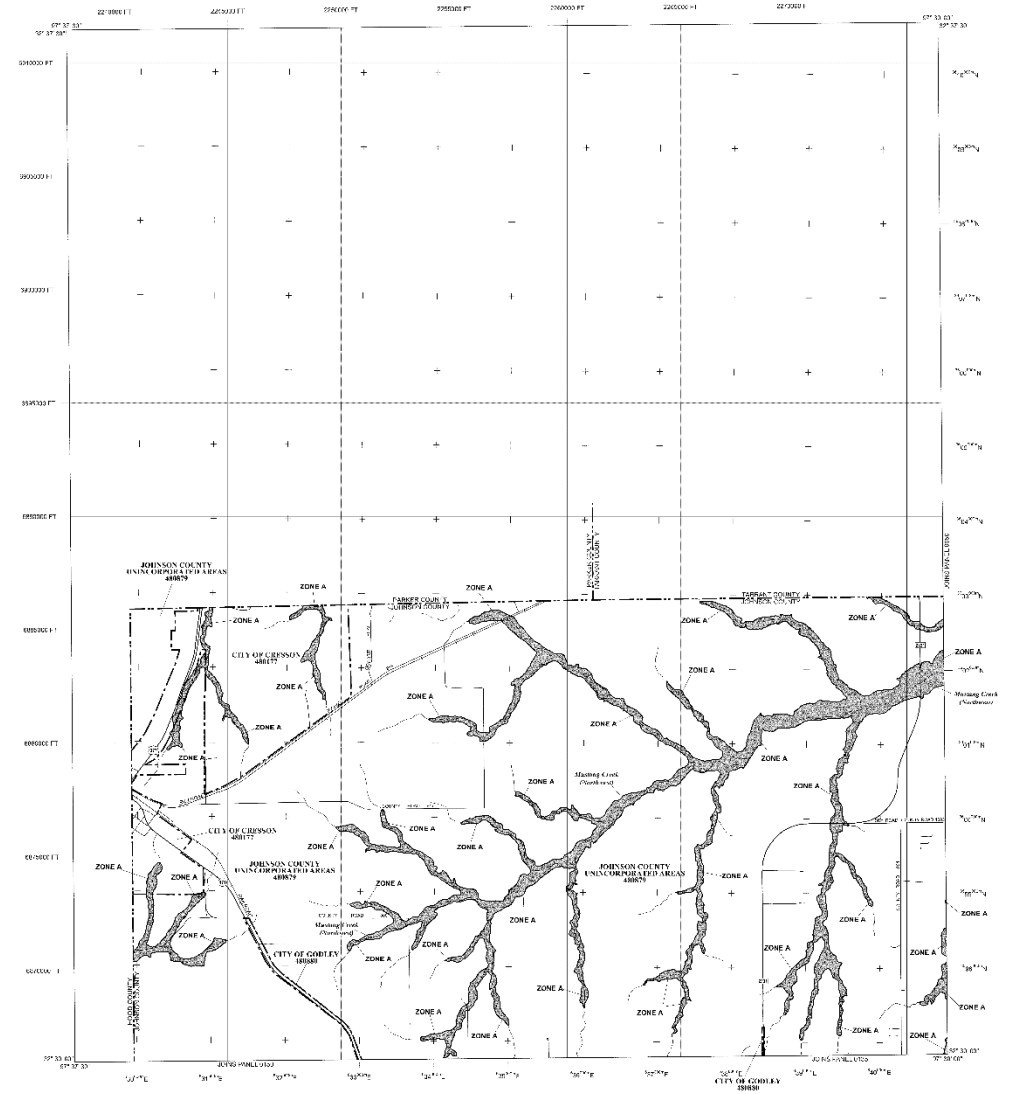




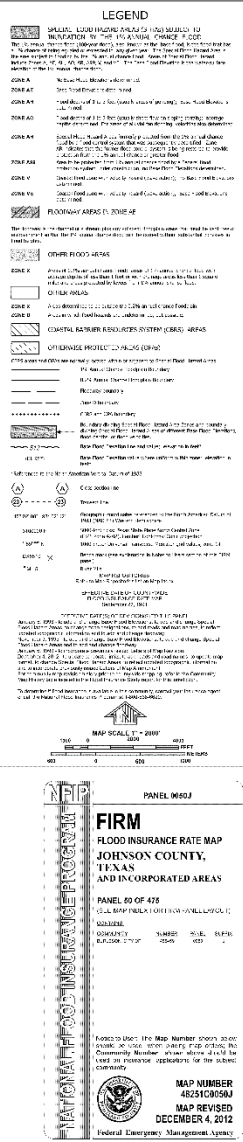


For information on available products associated with this FEMA map, see the **Map Service Center (MSC)** website at <http://www.fema.gov/mapping>. Available products include: reduce primary street labels of **Map Change**, a flood insurance **Data Report** and digital versions of this map. Any of these products can be ordered or downloaded from the MSC website.

If you have questions about this map, how to order products, or the National Flood Insurance Program, it is general phone call the **FEMA Map Information Exchange (FMIX)** at 1-877-FEMA-MAP (1-877-335-6677) or visit the FEMA website at <http://www.fema.gov/national-flood-insurance-program>.



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[illegible]

NOTES TO USERS

This map is a technical drawing of the Flood Insurance Rate Map (FIRM) for Johnson County, Texas, and is not intended to be used for any purpose other than the determination of flood insurance rates. The map is based on the best available information and is not a guarantee of accuracy. The map is subject to change without notice and is not intended to be used for any purpose other than the determination of flood insurance rates.

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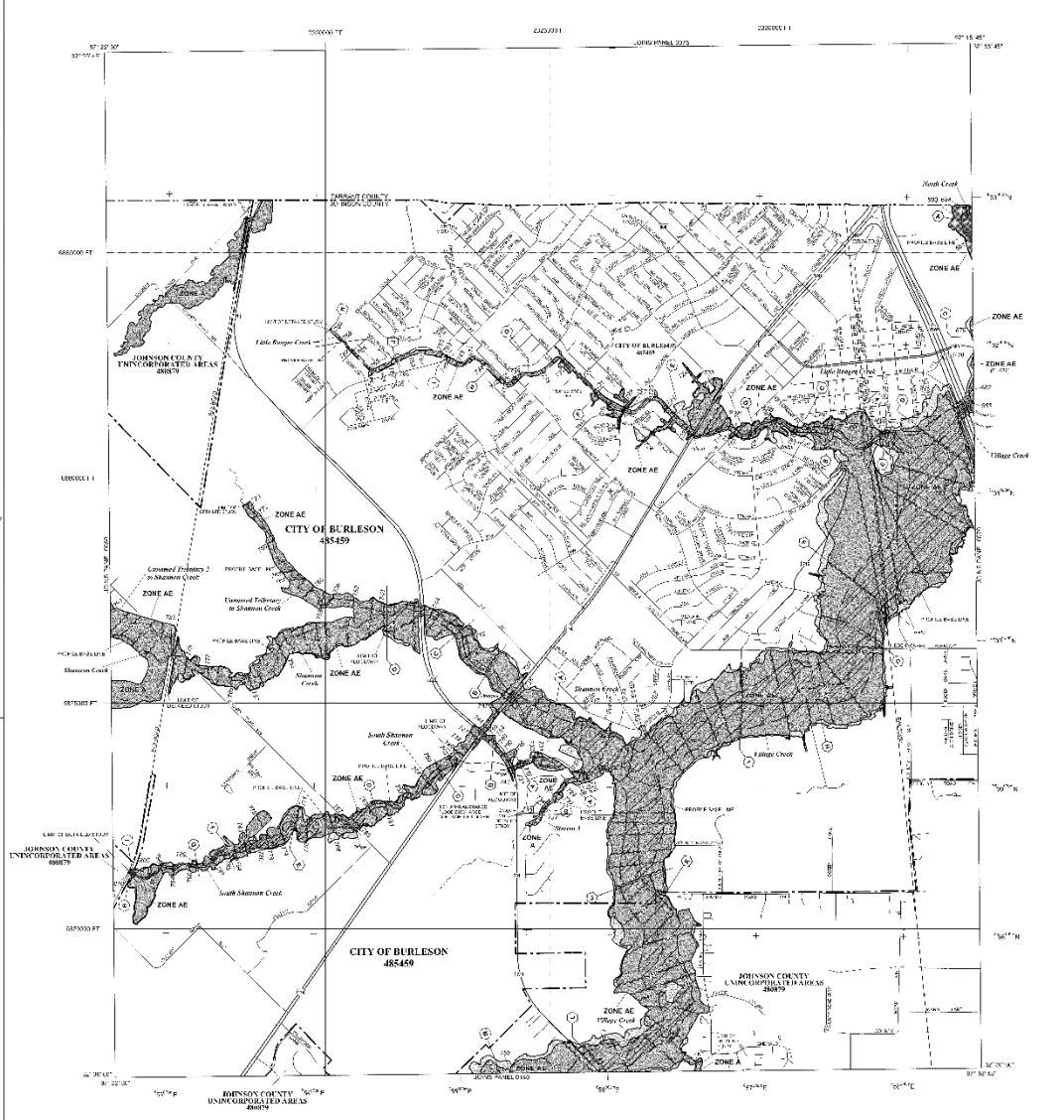
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LEGEND

SYMBOLS: FLOOD INSURANCE RATE MAP (FIRM) FOR JOHNSON COUNTY, TEXAS, AND INCORPORATED AREAS

ZONE AE: Special Flood Hazard Area (SFHA) - Flood Insurance Rate Map (FIRM) for Zone AE

ZONE A: Special Flood Hazard Area (SFHA) - Flood Insurance Rate Map (FIRM) for Zone A

ZONE X: Special Flood Hazard Area (SFHA) - Flood Insurance Rate Map (FIRM) for Zone X

ZONE B: Special Flood Hazard Area (SFHA) - Flood Insurance Rate Map (FIRM) for Zone B

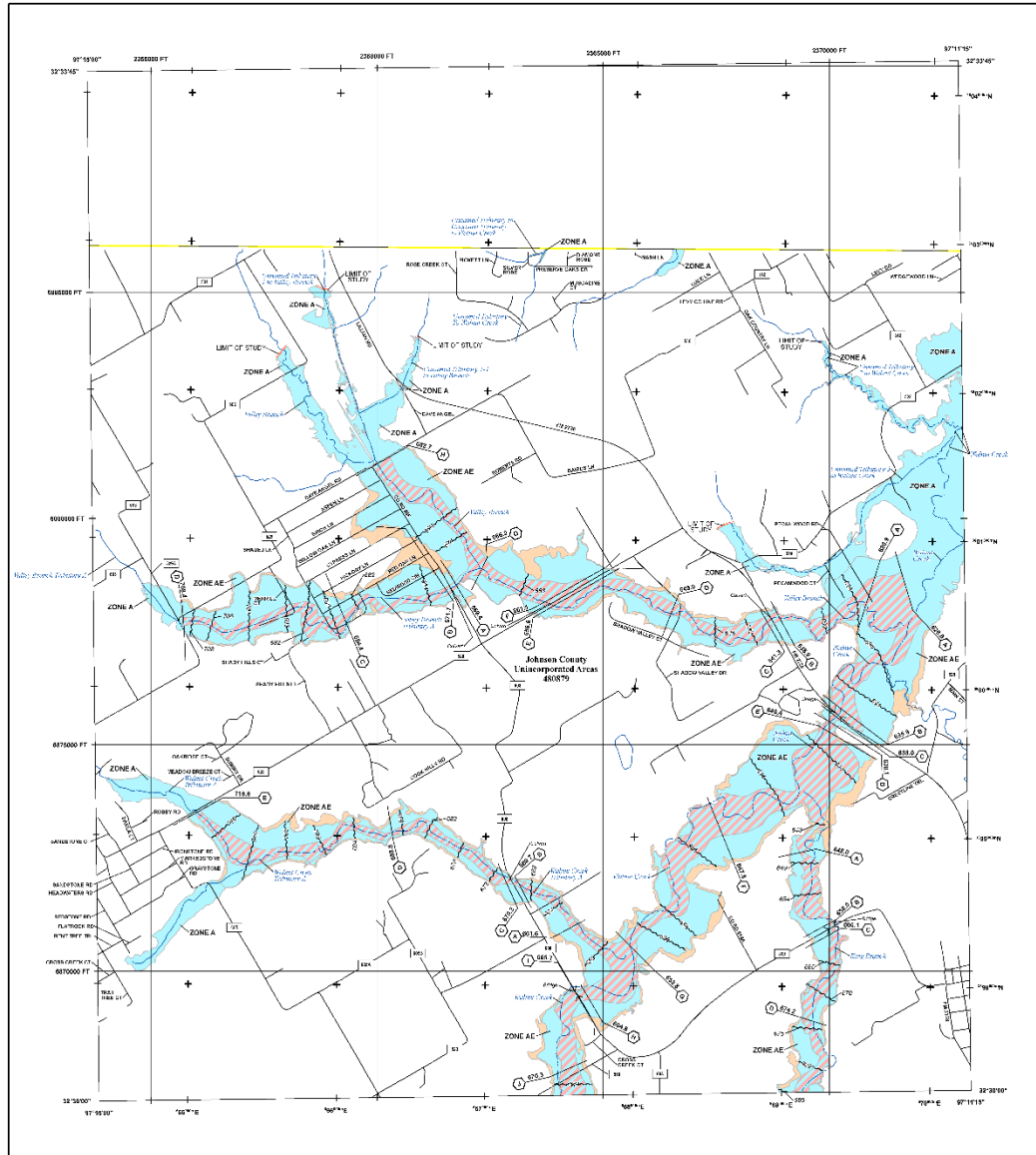
OTHER FLOOD AREAS: Flood Insurance Rate Map (FIRM) for Other Flood Areas

MAP SCALE: 1" = 100'

MAP NUMBER: 48281C065J

MAP REVISED: DECEMBER 4, 2012

FEDERAL EMERGENCY MANAGEMENT AGENCY



This map is by no means perfect; it's Helios' first foray into the world of community mapping at all, and subject to error, particularly around the accuracy of street names. The community map repository should be considered a work-in-progress, and feedback welcome.

[illegible]

Coastal Flood Elevation Elevations shown in this map apply only to coastal areas of 0.0' North American Vertical Datum of 1885 (NAVD 85). Users of the FIRMA should be aware that coastal flood elevations are also provided in the Summary of Wetland and Waterways table in the Flood Insurance Study Report for this jurisdiction. Elevations shown in the Summary of Wetland and Waterways table should be used for emergency and/or floodplain management purposes when they are higher than the elevations shown on this FIRMA.

Decreases in the floodways were observed at cross sections and river miles between cross sections. The floodways were based on hydraulic calculations with again in consideration of the National Flood Insurance Program. Floodway widths and other pertinent floodway data are provided in the flood names or flood report to the jurisdiction.

Certain uses such as Sarda's Flood Proven Areas may be protected by flood control structures. Refer to Section 2.4.1, "Flood Protection Measures" of the Flood Insurance Study Report for information on flood control structures for this jurisdiction.

The projection used in the preparation of this map was James Grebe Mercator's UTM, zone 18S (30° 44' 00" N). The horizontal datum was NAD 83, UTM sphere. Differences in datum, sphere, projection or UTM zone used in the vector set of PHHAs in vector (GIS) format may result in slight positional differences in map display at the junction of boundaries. These differences do not affect the accuracy of this PHRA.

Food inventories of this study are referenced to the North American Vertebrate Data of 1966. These food inventories must be compared to structure and ground cover/soil inventories taken on the same vertical datum. For information regarding this notation, see the National Geographic Vertebrate Data of 1926 and the North American Vertebrate Data of 1966, or visit the National Geographic Survey website at www.nature.com/nature.

NSD Information Services
4054A, NIA-02812
National Geographic Society
Suite C, #202
1315 East-West Highway
Silver Spring, Maryland 20910-1099
DC/7, Tel. 301-221

To obtain current location, description, center location information for beach markers shown on this map, please contact the Information Services Branch of the U.S. Geological Survey at (301) 713-3242, or visit its website at <http://www.ngs.noaa.gov>.

Some key information about our FIRM was provided in a filed form by the issuer pursuant to Securities Information System (SIF) 1. This information was a nonconfidential excerpt of a scan of at least \$25,000 from our 2003 annual report.

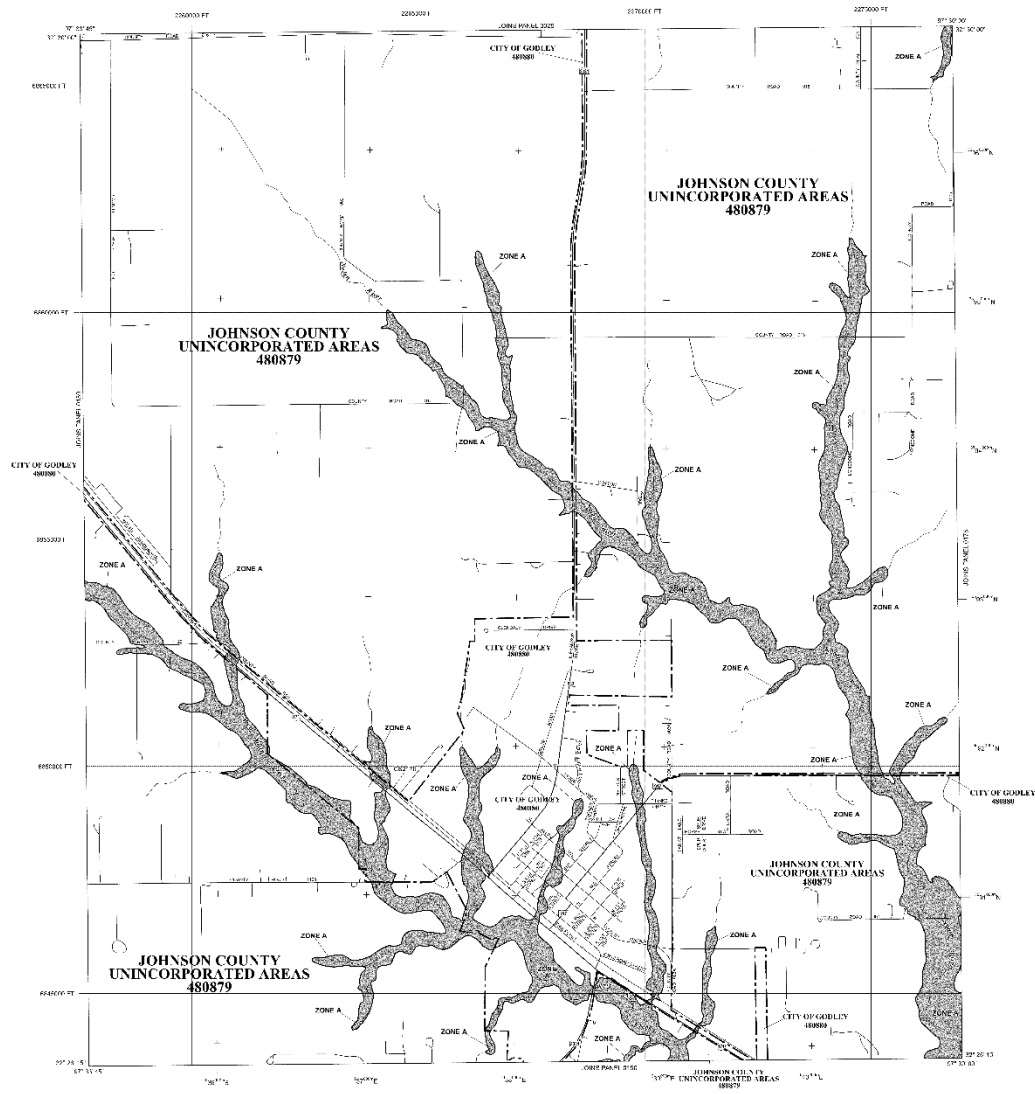
This also reflects more stable and up-to-date stream channel configurations two times faster than the traditional FIRM for the same data. The final data and frequency have been transferred into the new FIRM map using the same procedure as before to show the stream channel configurations. As a result, the Flood Peaks and Floodway Size scales for public streams in the Flood Insurance Rate Study (FIRMS) database are now more accurate, allowing better

Corporate Units shown on this map are based on the last data available at the time of publication. Because the geographic distribution of communications may have occurred after this map was published, map users should consult appropriate communications to reflect current corporate limitations.

Please refer to the [Geospatial and Map Index](#) for an overview, list of the county showing the layout of map series, community map resource addresses, and a listing of Communities with existing National Flood Insurance Program (NFIP) and community developed flood insurance as well as flood community designated.

If you have questions about this map, how to order products, or the National Flood Insurance Program, please call 1-800-368-7079.

*PDB entries are listed in parentheses after the PDB map identification exchange (EMR) or 1-RT-PDB-MAP (1-RT-333-067) as well as the PDB website (<http://www.rcsb.org/pdb/home.do>).



**SPECIAL: EUROPEAN WEEKS (3/17/92) SUBJECT TO
ILLUSTRATION BY THE 1% ANNUAL CHANCE FLOOD**

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OTHER FLOORS 46-545

- [illegible]

- CDS is a new tool that can be used to help you to find out more about the CDS system. It is a new tool that can be used to help you to find out more about the CDS system. It is a new tool that can be used to help you to find out more about the CDS system.

- (A) $\frac{1}{2} \times 10^6$ (B) $\frac{1}{2} \times 10^5$
 (C) $\frac{1}{2} \times 10^4$ (D) $\frac{1}{2} \times 10^3$
 (E) $\frac{1}{2} \times 10^2$
- Answer: (E) $\frac{1}{2} \times 10^2$
 Solution: The number of atoms in 1 mole of a substance is 6.02×10^{23} . The number of atoms in $\frac{1}{2}$ mole of a substance is $\frac{1}{2} \times 6.02 \times 10^{23} = 3.01 \times 10^{23}$. The number of atoms in $\frac{1}{2}$ mole of a substance is $\frac{1}{2} \times 10^2$.

- [illegible]

- [illegible]

- MAP SCALE 1" = 100'
- 100 0 1000 2000
FEET
- METERS



FIRM

FLOOD INSURANCE RATE MAP
JOHNSON COUNTYJOHNSON COUNTY,
TEXAS
AND INCORPORATED AREAS

PANEL 135 OF 476
CUL MAP INFLUX FOR BROWNSVILLE

COMMUNITY	NUMBER	DATE	SUPPLY
CLARK COUNTY	25000	0025	2
CLARK COUNTY	25000	0025	2

INSECT

Hot

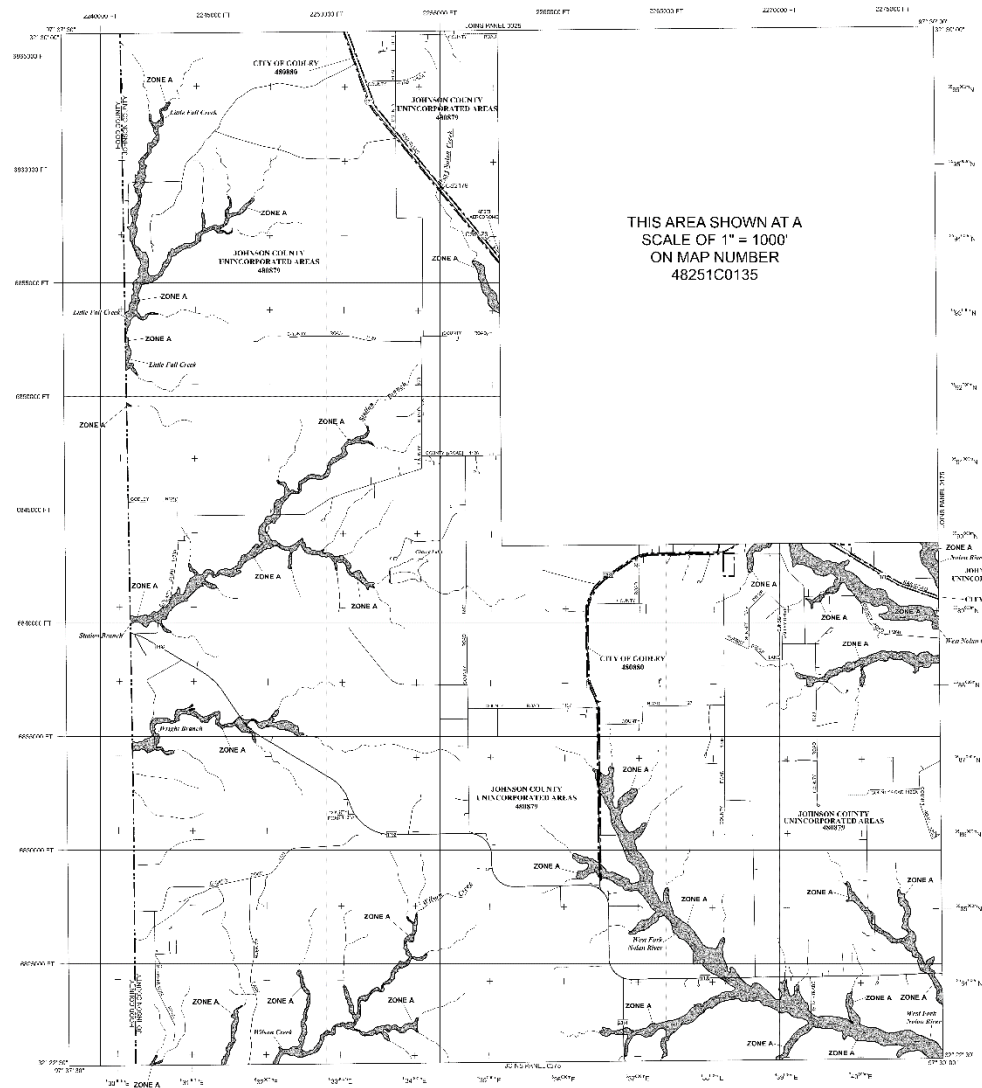
Notes to Users: The Map Number shown above should be used when placing map orders. The Pennsylvania Municipalities Association, Inc. is not responsible for any errors or omissions in this publication.

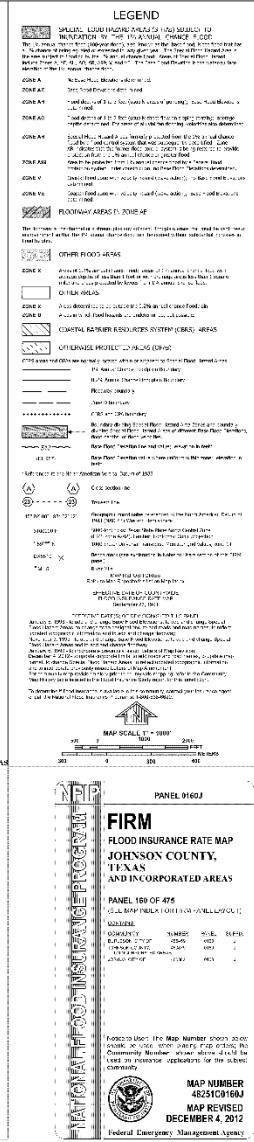
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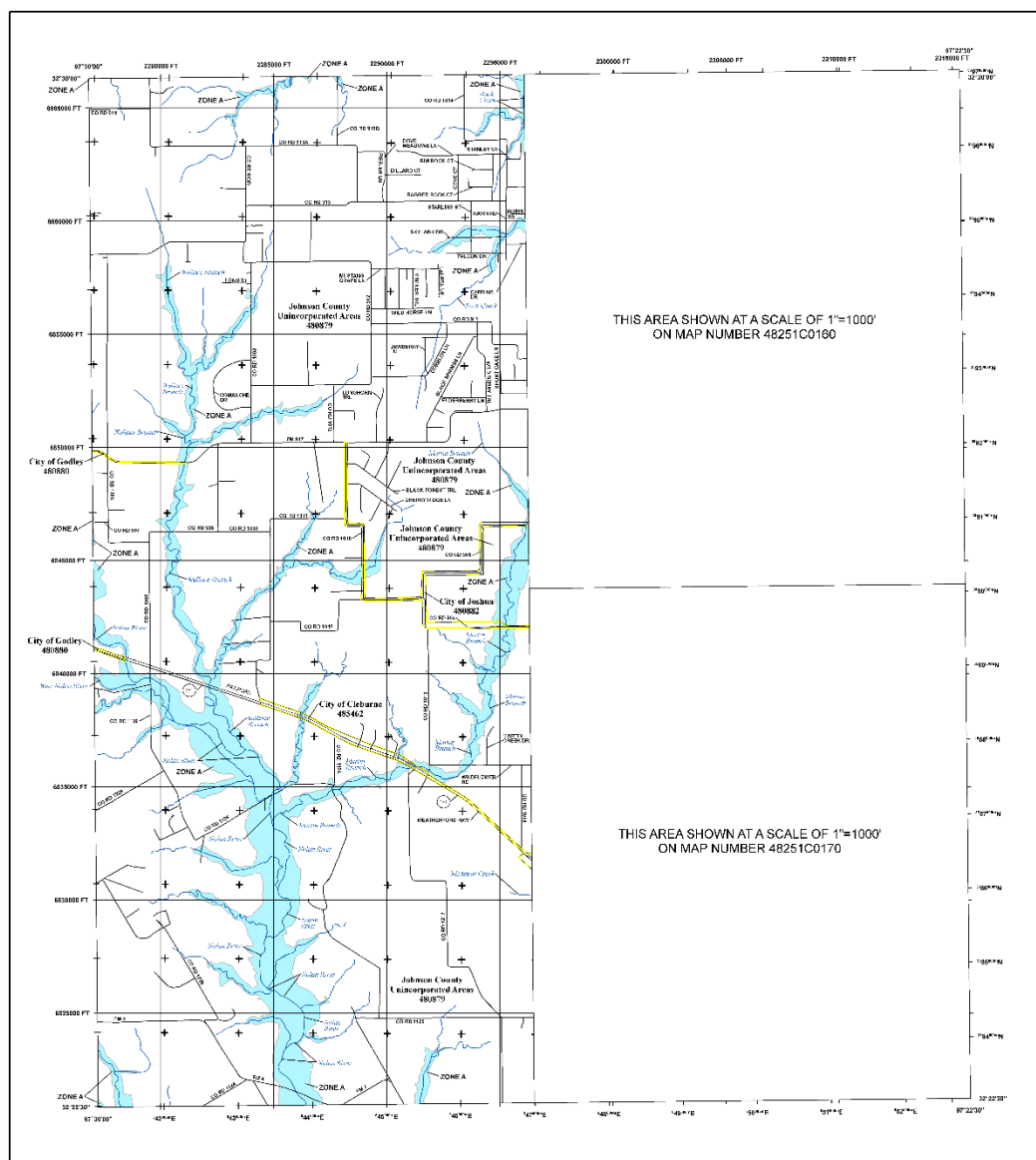
48251C0135J
MAP REVISED
DECEMBER 4, 2010

DECEMBER 4, 2012
Federal Emergency Management Agency

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NOTES TO USERS

This map is a Flood Insurance Rate Map (FIRM) for Johnson County, Texas, showing the flood insurance risk areas for the community. It is based on the National Flood Insurance Program (NFIP) data and is subject to change. The community may experience changes in flood risk due to changes in the NFIP data or changes in the community's flood risk. The community may experience changes in flood risk due to changes in the NFIP data or changes in the community's flood risk.

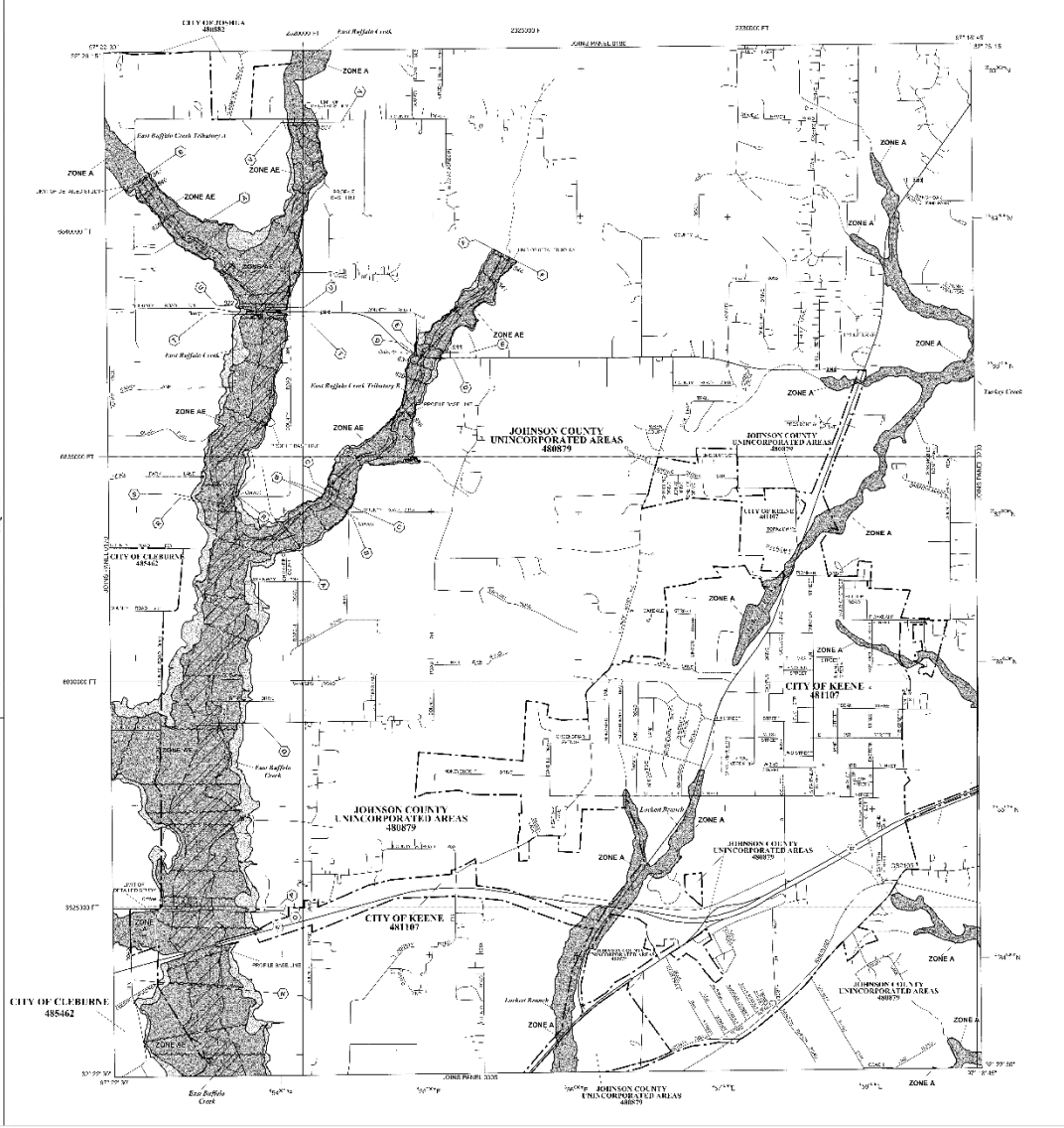
To obtain more information, contact the National Flood Insurance Program (NFIP) at 1-800-358-7777. The NFIP is the federal agency that administers the NFIP. The NFIP is the federal agency that administers the NFIP.

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LEGEND

LEGEND

SHADING: SHADING INDICATES FLOOD RISK AREAS. SHADING IS BASED ON THE NATIONAL FLOOD INSURANCE PROGRAM (NFIP) DATA. SHADING IS BASED ON THE NATIONAL FLOOD INSURANCE PROGRAM (NFIP) DATA.

ZONE A: Zone A is the area of the community that is subject to flooding. Zone A is the area of the community that is subject to flooding.

ZONE AE: Zone AE is the area of the community that is subject to flooding. Zone AE is the area of the community that is subject to flooding.

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ZONE M: Zone M is the area of the community that is subject to flooding. Zone M is the area of the community that is subject to flooding.

ZONE N: Zone N is the area of the community that is subject to flooding. Zone N is the area of the community that is subject to flooding.

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ZONE Q: Zone Q is the area of the community that is subject to flooding. Zone Q is the area of the community that is subject to flooding.

ZONE R: Zone R is the area of the community that is subject to flooding. Zone R is the area of the community that is subject to flooding.

ZONE S: Zone S is the area of the community that is subject to flooding. Zone S is the area of the community that is subject to flooding.

ZONE T: Zone T is the area of the community that is subject to flooding. Zone T is the area of the community that is subject to flooding.

ZONE U: Zone U is the area of the community that is subject to flooding. Zone U is the area of the community that is subject to flooding.

ZONE V: Zone V is the area of the community that is subject to flooding. Zone V is the area of the community that is subject to flooding.

ZONE W: Zone W is the area of the community that is subject to flooding. Zone W is the area of the community that is subject to flooding.

ZONE X: Zone X is the area of the community that is subject to flooding. Zone X is the area of the community that is subject to flooding.

ZONE Y: Zone Y is the area of the community that is subject to flooding. Zone Y is the area of the community that is subject to flooding.

ZONE Z: Zone Z is the area of the community that is subject to flooding. Zone Z is the area of the community that is subject to flooding.

MAP SCALE: 1" = 1 MILE

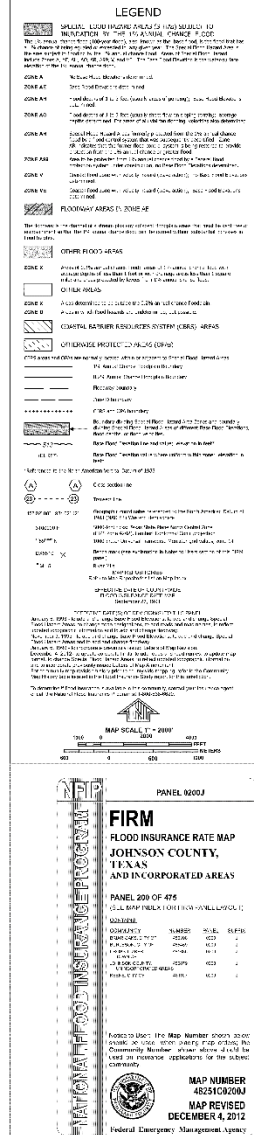
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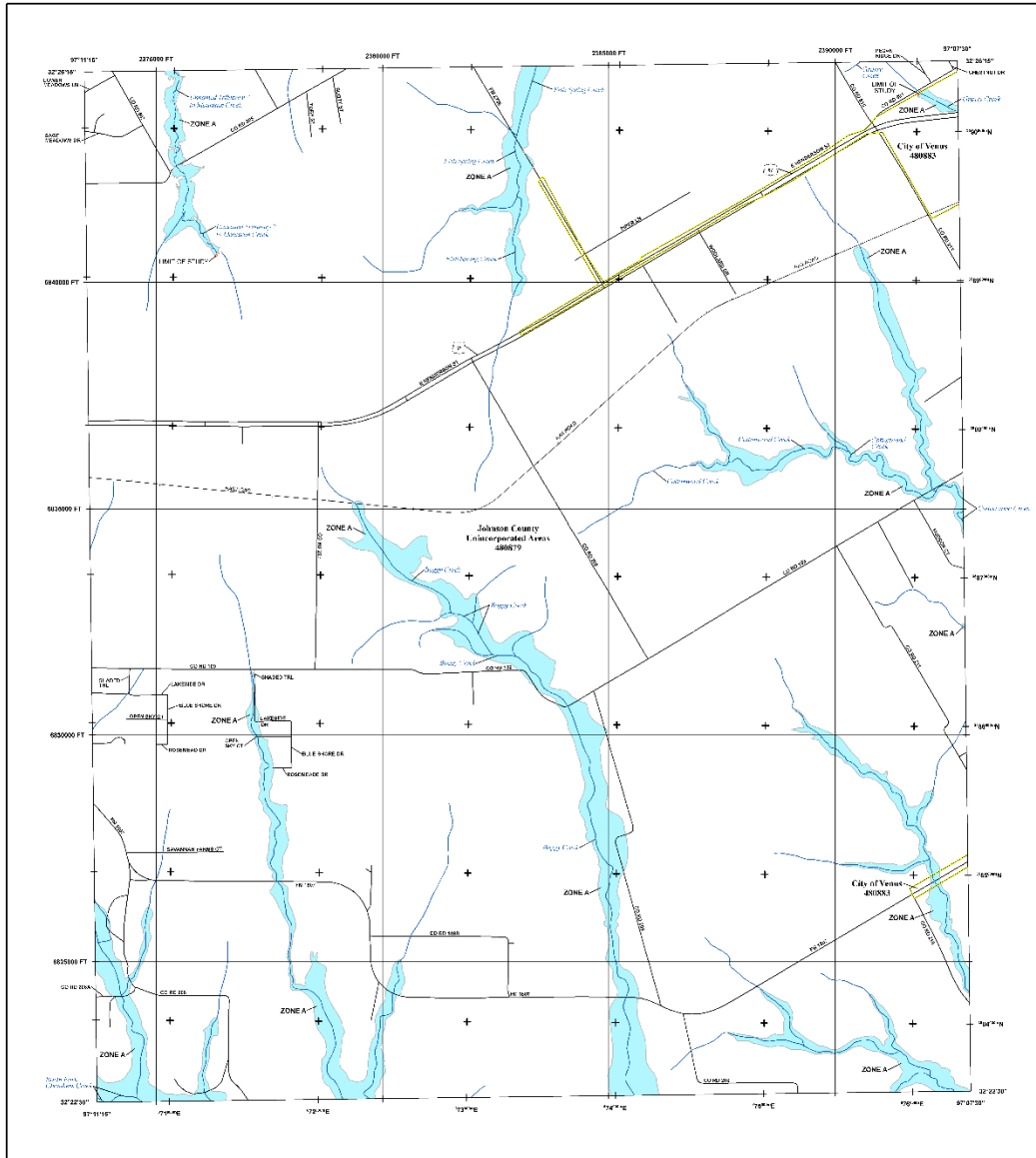
MAP REVISED: DECEMBER 4, 2012

FEDERAL EMERGENCY MANAGEMENT AGENCY

[illegible]

THIS AREA SHOWN AT A
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ON MAP NUMBER
48251C0190





FLOOD HAZARD INFORMATION

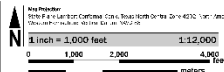
USE TO REPORT FOR REVIEW, LOSS AND INDEMNITY FOR DAMAGE LOSS
 THE INFORMATION DEPICTED ON THIS MAP AND REPORTING
 DOCUMENTATION IS ALSO AVAILABLE IN DIGITAL FORMAT AT
[HTTPS://NSC.FEMA.GOV](https://nsc.fema.gov)

	Without Base Flood Elevation (BFE)
	Regulatory Floodway
	0.2% Annual Chance Flood Hazard, Areas of 1% Annual Chance Flood with average depth less than one foot or with drainage areas of less than one square mile
	Future Conditions 1% Annual Chance Flood Hazard, Areas of 1% Annual Chance Flood with average depth less than one foot or with drainage areas of less than one square mile
	Area with Reduced Flood Risk due to Levee
	Area with Flood Risk due to Levee
	Area of Minimal Flood Hazard
	Area of Undetermined Flood Hazard
	Channel, Culvert, or Storm Sewer
	Levee, Dike, or Floodwall
	Cross Sections with 1% Annual Chance Water Surface Elevation
	Coastal Travers Baseline
	Profile Baseline
	Hydrographic Baseline
	Base Flood Elevation Line (BFE)
	Limit of Study
	Jurisdiction Boundary

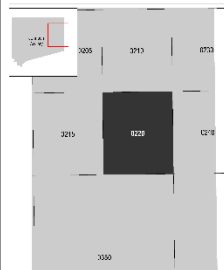
NOTES TO USERS

The information depicted on this map is based on the best available data and is not a guarantee of accuracy. The information is provided for informational purposes only and is not intended to be used for any other purpose. The information is provided for informational purposes only and is not intended to be used for any other purpose. The information is provided for informational purposes only and is not intended to be used for any other purpose.

SCALE



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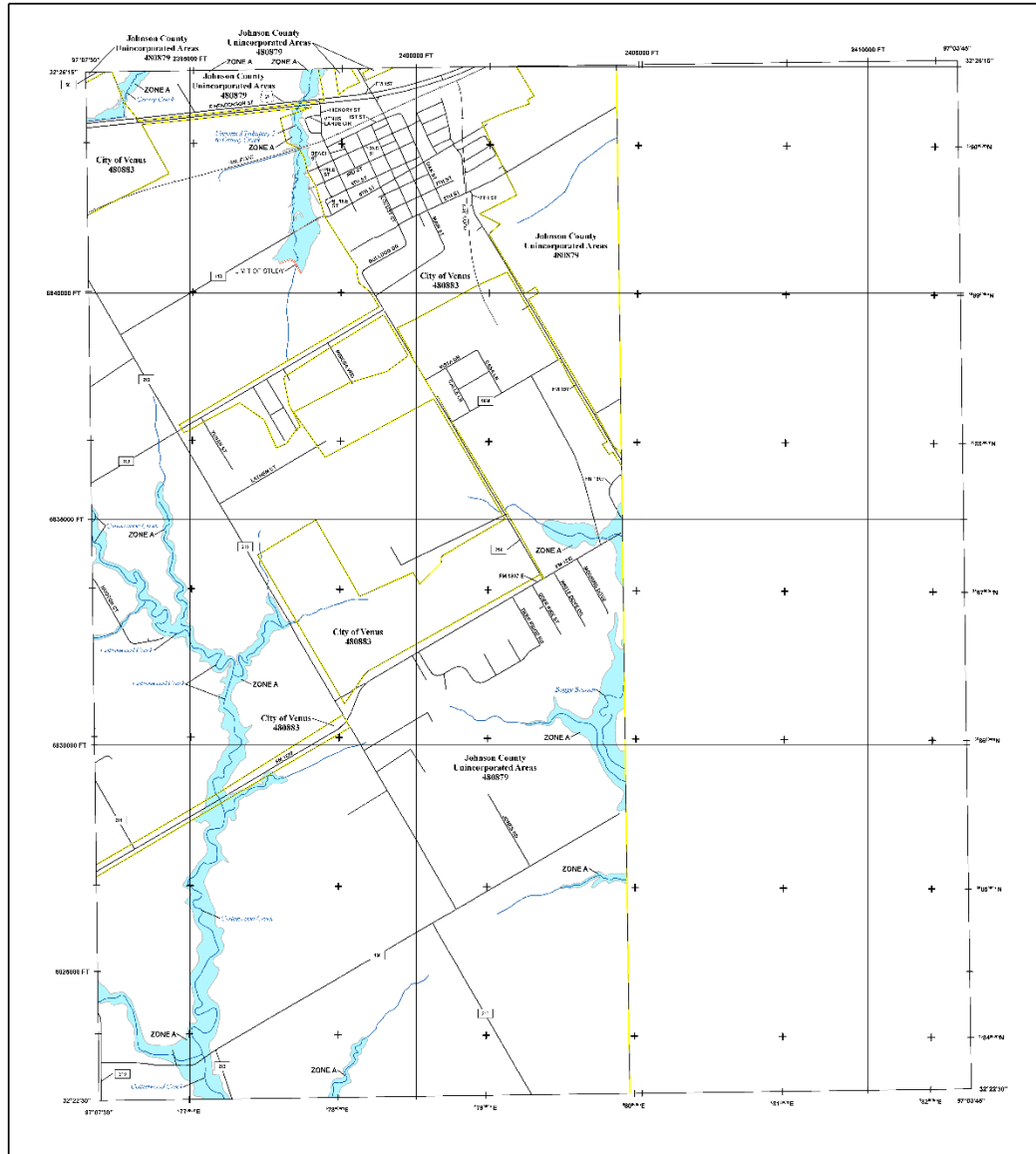


NATIONAL FLOOD INSURANCE PROGRAM
 FLOOD INSURANCE RATE MAP
 JOHNSON COUNTY, TEXAS
 FIRM NUMBER 220 of 475

Panel Details:
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 COUNTY JOHNSON
 STATE TEXAS

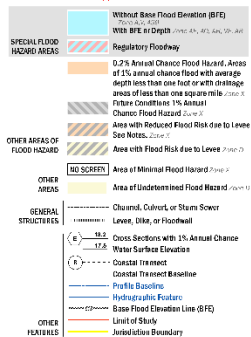
NUMBER 220 of 475
 PANEL 220 of 475
 SHEET 220 of 475

VERSION NUMBER
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 MAP NUMBER
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 MAP REVISION
 SEPTEMBER 21, 2023



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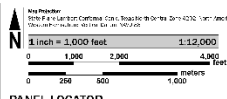
USE TO REPORT FOR REVIEW, LOSS AND INQUIRY FOR (BIRMINGHAM) ONLY
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[HTTPS://MSC.FEMA.GOV](https://msc.fema.gov)



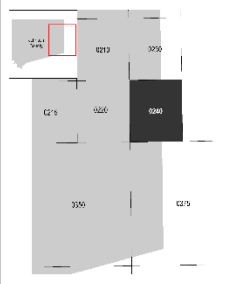
NOTES TO USERS

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SCALE



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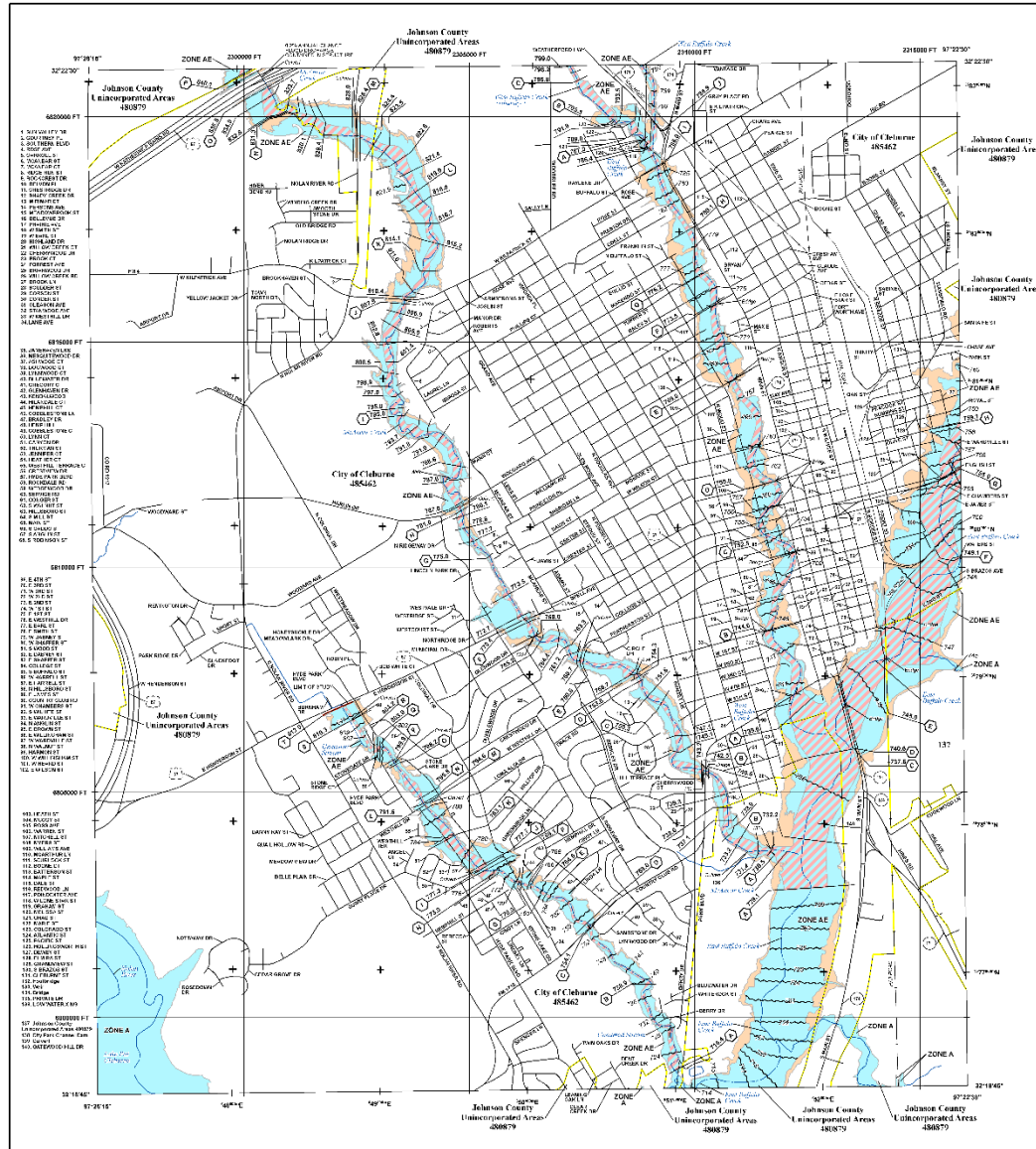
NATIONAL FLOOD INSURANCE PROGRAM
 FLOOD INSURANCE RATE MAP
 JOHNSON COUNTY, TEXAS
 PANEL 240 of 475

FEMA
 National Flood Insurance Program

Legend

- Community
- County
- City
- State
- Country

Version Number
 2.6.3.0
 MAP NUMBER
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 MAP REVISION
 SEPTEMBER 21, 2023



FLOOD HAZARD INFORMATION

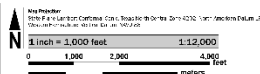
SEE THIS REPORT FOR DETAILED LOGS AND INDEX MAP FOR FIRM PANEL LOGS.
THE INFORMATION DEPICTED ON THIS MAP AND SUPPORTING
DOCUMENTATION ARE ALSO AVAILABLE IN DIGITAL FORMAT AT
[HTTPS://MSC.FEMA.GOV](https://msc.fema.gov)

- | | |
|-----------------------------|---|
| | Without Base Flood Elevation (BFE) |
| SPECIAL HAZARD AREAS | With BFE as Depth
0.25 Annual Chance Flood Hazard: Areas at 1 ft annual chance flood with average depth less than one foot or with change areas of less than one square mile
Fitter Conditions (16 Actuar)
Chances Flood Hazard = 0.25
Areas with Reduced Flood Depth due to levee
Sea Walls,
Areas with Flood Risk due to Levees |
| OTHER AREAS OF FLOOD HAZARD | No Screen
Area of Minimal Flood Hazard
Area of Undetermined Flood Hazard |
| GENERAL STRUCTURES | Channel, Culvert, or Storm Sewer
Levee, or of Floodwall
Dike Sections with 1% Annual Chance Water Surface Elevation
Constant Crest
Constant Tensar Resilience
Profile Equations
Hydrographic Profile
Base Flood Elevation Line (BFE)
Limit of Banks
Jurisdiction Boundary |

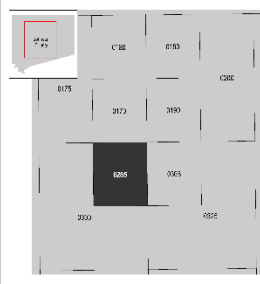
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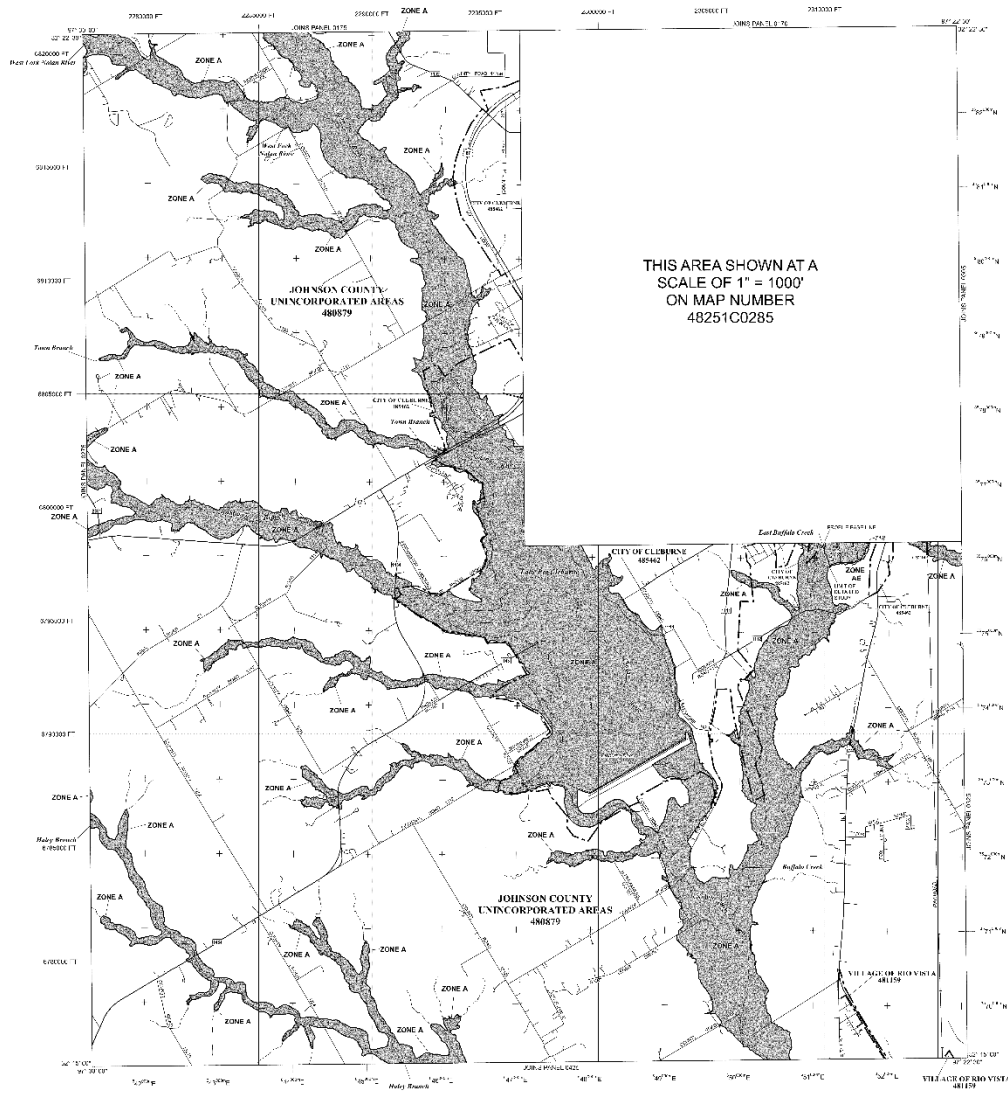
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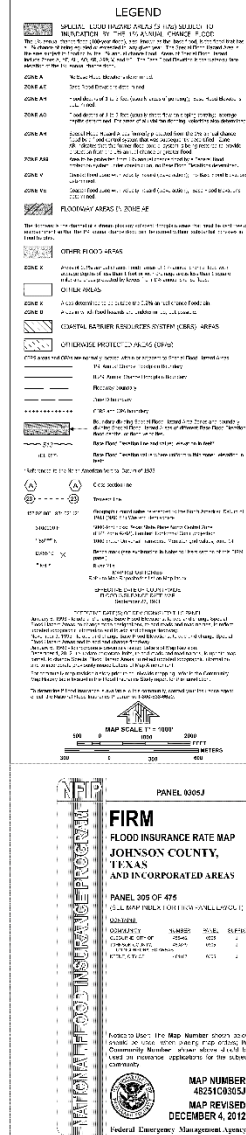
SCALE



PANEL LOCATOR

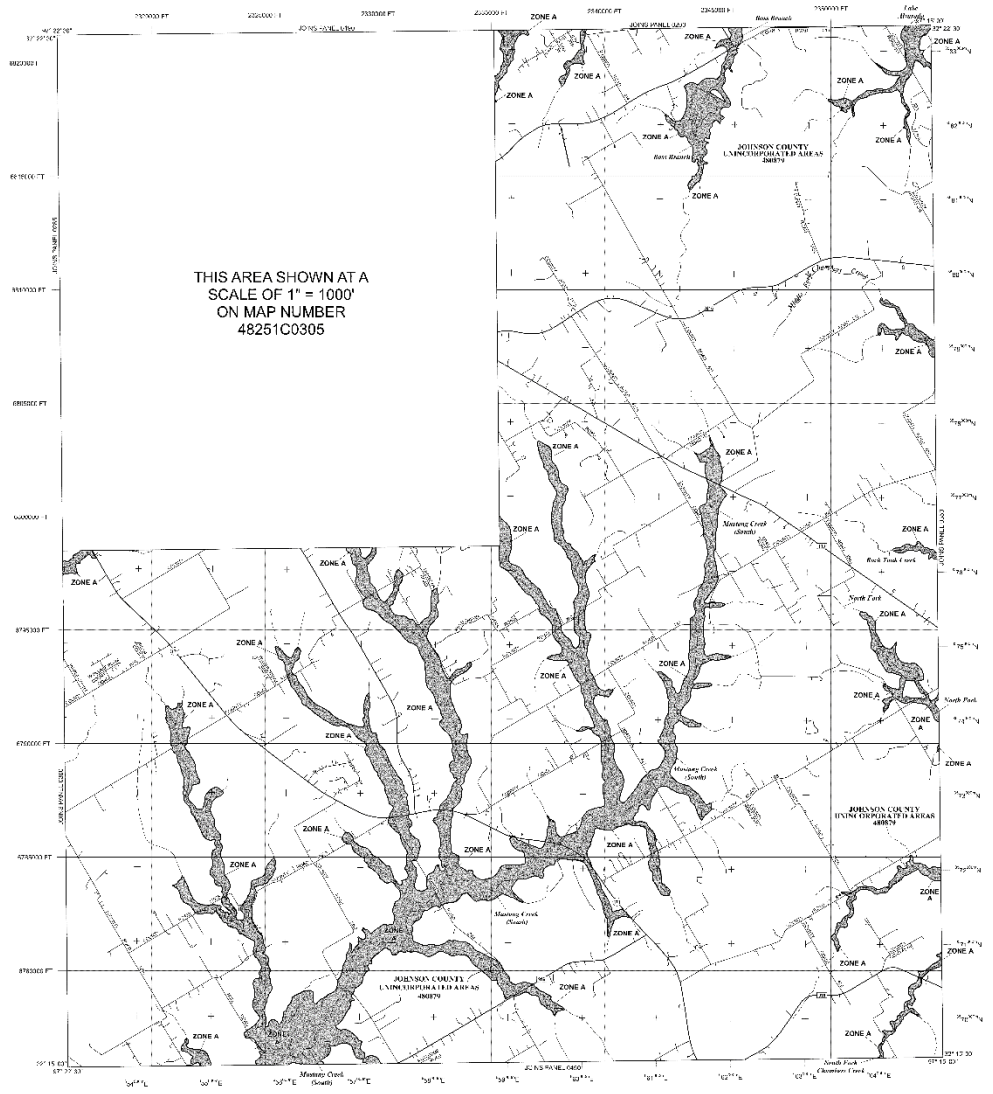
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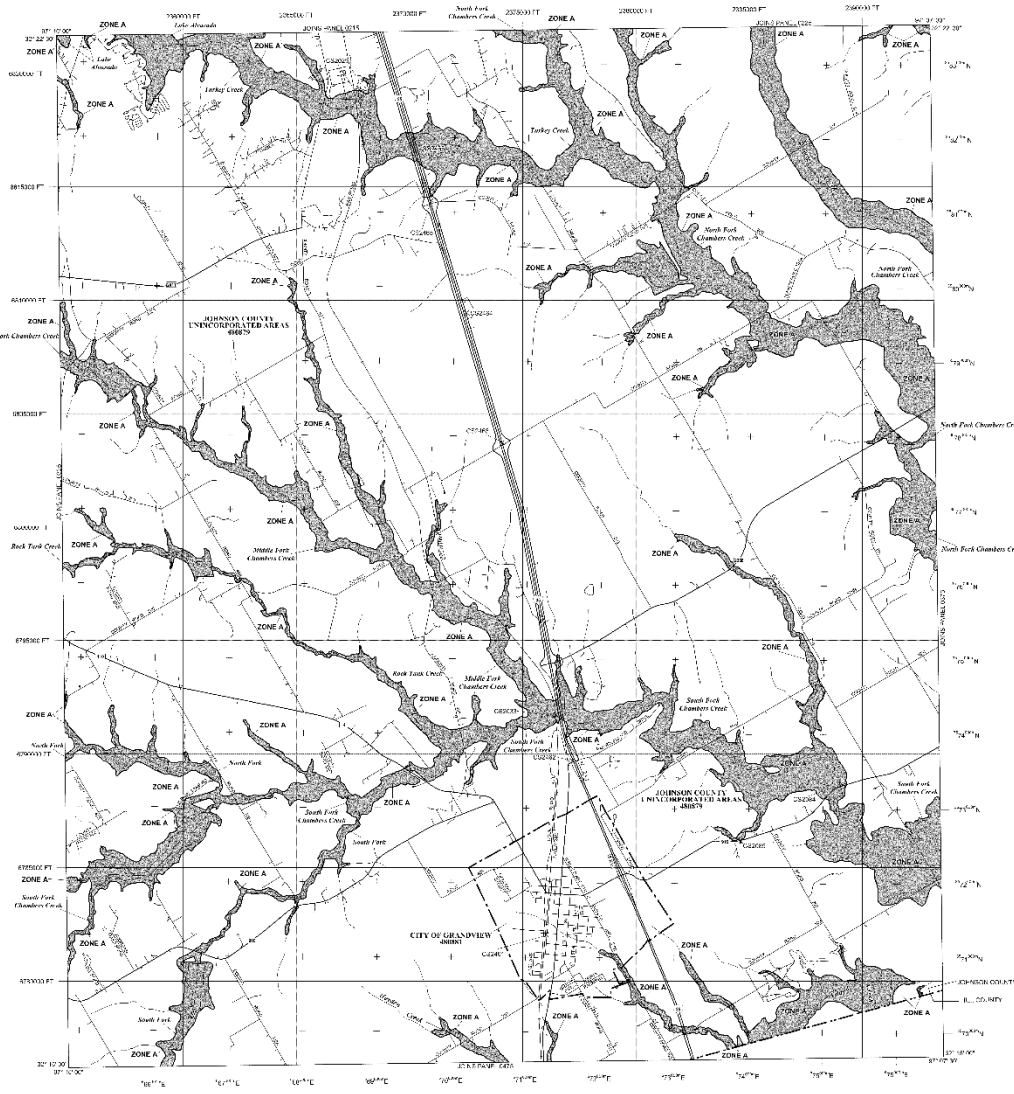
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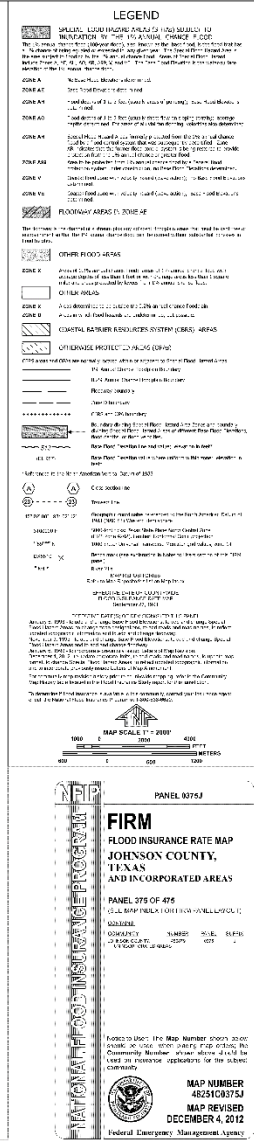
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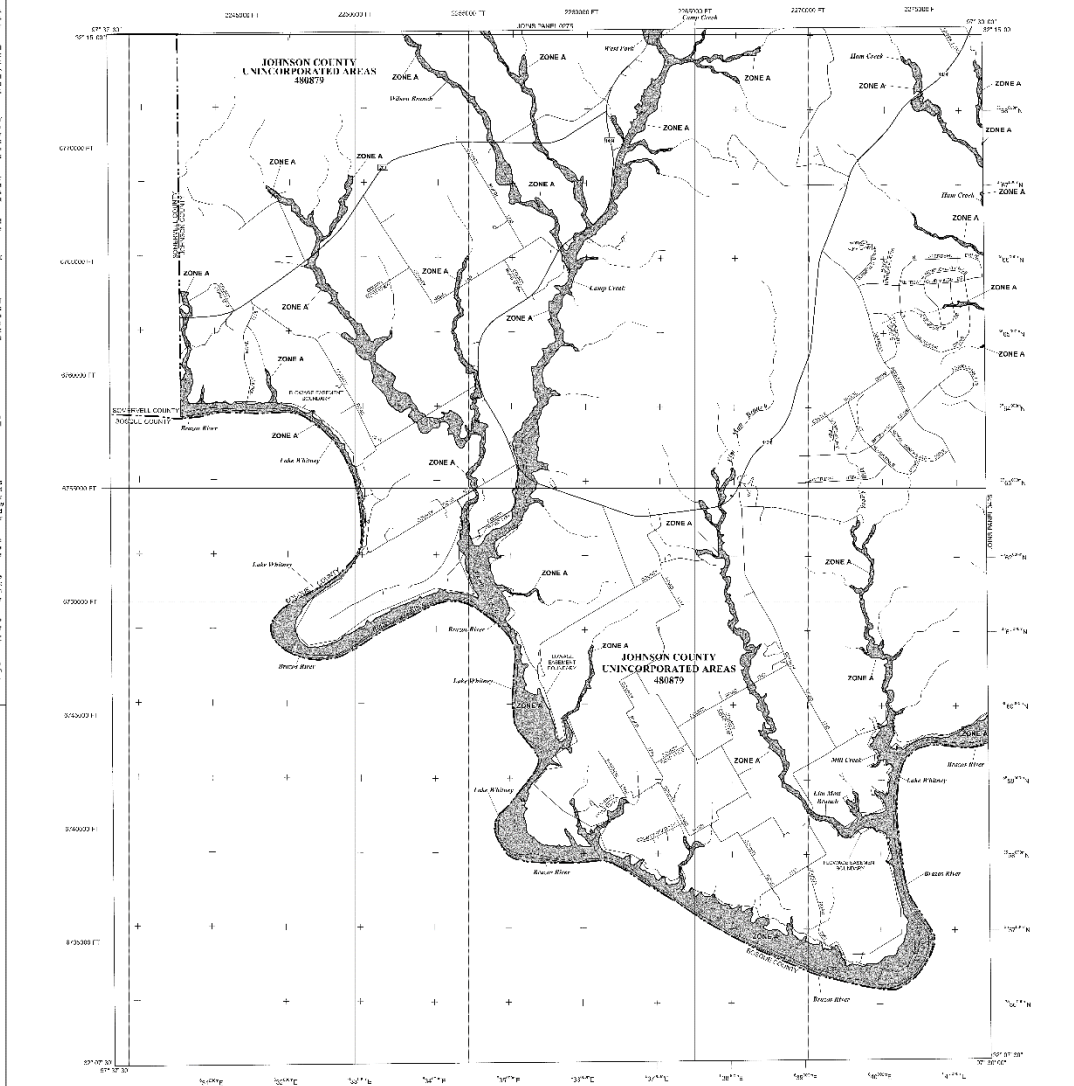
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SCALE OF 1" = 1000'
ON MAP NUMBER
48251C0305

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NOTES TO USERS

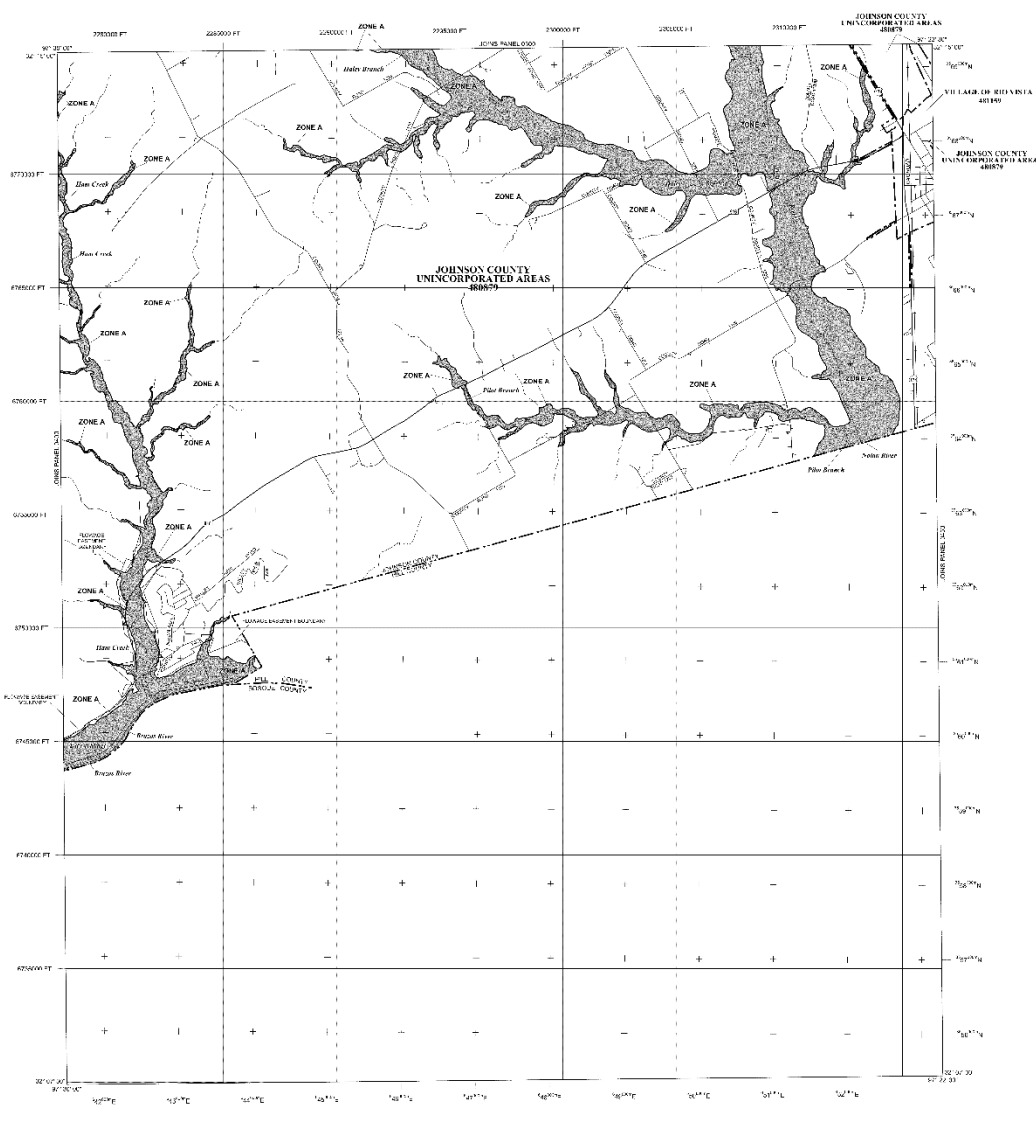
This map is a technical drawing of the Flood Insurance Rate Map (FIRM) for Johnson County, Texas, and is not intended to be used for any purpose other than the determination of flood insurance rates. The map is a technical drawing and is not intended to be used for any purpose other than the determination of flood insurance rates. The map is a technical drawing and is not intended to be used for any purpose other than the determination of flood insurance rates.

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Johnson County Flood Insurance Information: The NFIP is a federal program that provides flood insurance to property owners in the United States. The NFIP is a federal program that provides flood insurance to property owners in the United States. The NFIP is a federal program that provides flood insurance to property owners in the United States.

Other Flood Insurance Information: The NFIP is a federal program that provides flood insurance to property owners in the United States. The NFIP is a federal program that provides flood insurance to property owners in the United States. The NFIP is a federal program that provides flood insurance to property owners in the United States.



LEGEND

GENERAL INFORMATION: This map is a technical drawing of the Flood Insurance Rate Map (FIRM) for Johnson County, Texas, and is not intended to be used for any purpose other than the determination of flood insurance rates. The map is a technical drawing and is not intended to be used for any purpose other than the determination of flood insurance rates.

FLOOD ZONES: The map shows various flood zones, including ZONE A, ZONE B, ZONE C, ZONE D, ZONE E, ZONE F, ZONE G, ZONE H, ZONE I, ZONE J, ZONE K, ZONE L, ZONE M, ZONE N, ZONE O, ZONE P, ZONE Q, ZONE R, ZONE S, ZONE T, ZONE U, ZONE V, ZONE W, ZONE X, ZONE Y, and ZONE Z. Each zone is defined by specific flood insurance rates.

LEGEND: The legend provides information about the various symbols and colors used on the map. It includes a list of symbols and their corresponding meanings, as well as a list of colors and their corresponding meanings.

SCALE: The map includes a scale bar that indicates the distance between various points on the map. The scale is in feet and meters.

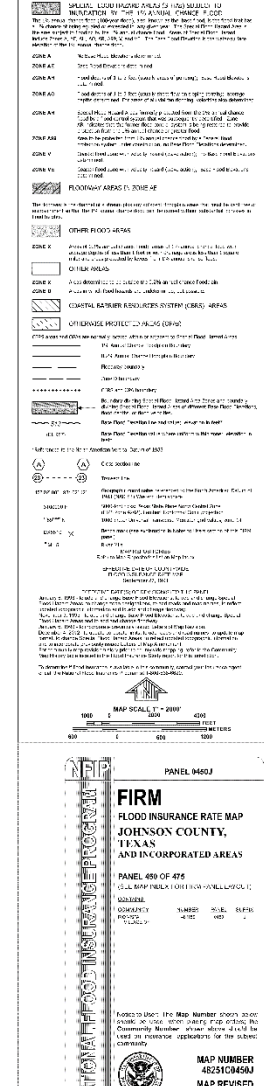
MAP NUMBER: The map number is 4825104253. The map is revised as of December 4, 2012.

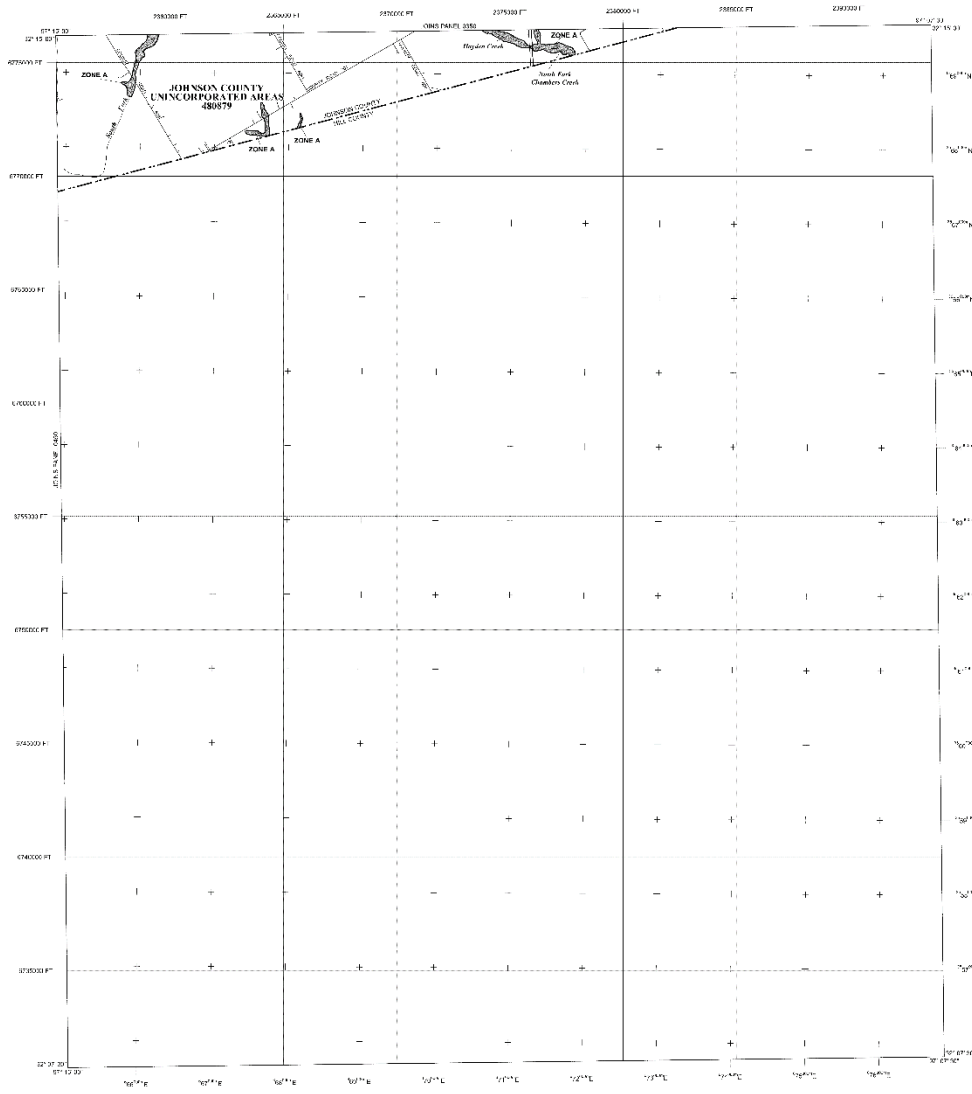
MAP REVISION: The map is revised as of December 4, 2012.

MAP NUMBER: 4825104253

MAP REVISION: DECEMBER 4, 2012

FEDERAL EMERGENCY MANAGEMENT AGENCY

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[illegible][illegible]

Appendix D: Adoption

A copy of the FEMA approval letter and the adoption resolutions from all participating jurisdictions are provided in this appendix.

{Placeholder for FEMA Approval Letter}

{Placeholder for Alvarado Adoption Resolution}

{Placeholder for Burleson Adoption Resolution}

{Placeholder for Cleburne Adoption Resolution}

{Placeholder for Godley Adoption Resolution}

{Placeholder for Joshua Adoption Resolution}

{Placeholder for Keene Adoption Resolution}

{Placeholder for Johnson County Adoption Resolution}

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, ADOPTING THE 2024 JOHNSON COUNTY HAZARD MITIGATION PLAN.

WHEREAS, the City of Burleson, Texas (“City”), is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the City of Burleson recognizes the threat that natural hazards pose to people and property within Johnson County; and

WHEREAS, Johnson County has prepared a multi-jurisdictional, multi-hazard mitigation plan, hereby known as the 2024 Johnson County Hazard Mitigation Plan in accordance with the Disaster Mitigation Act of 2000; and

WHEREAS, the 2024 Johnson County Hazard Mitigation Plan identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in the City of Burleson from the impacts of future hazards and disasters; and

WHEREAS, the plan is not legally binding and mitigation actions identified can be implemented as funding and capabilities allow; and

WHEREAS, adoption by City of Burleson demonstrates their commitment to hazard mitigation and achieving the goals outlined in the 2024 Johnson County Hazard Mitigation Plan.

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

Section 1.

The City of Burleson adopts the 2024 Johnson County Hazard Mitigation Plan.

Section 2.

This resolution shall take effect immediately from and after its passage.

PASSED, APPROVED, AND SO RESOLVED by the City Council of the City of Burleson, Texas, on the _____ day of _____, 20____.

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO LEGAL FORM:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney

City Council Regular Meeting

DEPARTMENT: Development Services

FROM: Michelle McCullough, PE, CFM – Deputy Director of Development Services/City Engineer

MEETING: August 5, 2024

SUBJECT:

Consider approval of a professional services agreement with Kimley-Horn and Associates in the amount of \$21,000.00 to evaluate pedestrian safety and off-street parking as requested by Mayor Pro Tem, Dan McClendon. (*Staff Contact: Michelle McCullough, Deputy Director of Development Services/City Engineer*)

SUMMARY:

Staff received a request from the City Council to evaluate pedestrian safety and emergency vehicle access along S. Dobson Street in the general area of E. Ellison Street to Town Creek. S. Dobson Street is a 40-foot two-lane curb and gutter roadway from E. Renfro Street, to just north of Town Creek, and is considered a minor collector on the City's Master Thoroughfare Plan. Between E. Ellison Street and E. Miller Street, there are two 12-foot travel lanes with existing 8-foot-wide public parallel parking stalls on both sides of the road. South of E. Miller Street, there is no parallel parking since the road narrows to 30 feet in width. The speed limit along S. Dobson Street is 30 mph.

Parents dropping off and picking up children from Nola Dunn Elementary School have utilized the public parallel parking. In addition, members of the Open Door Church also utilize the public parallel parking during church services.

There is one designated cross-walk recently constructed by the city in between E. Bufford St. and E. Eldred Street. This cross-walk directs pedestrians from the west side of the road to a sidewalk located along the east side of the road. There are no sidewalks along the west side of S. Dobson, except for an area adjacent to the angled parking stalls near the cross walk. Citizens have expressed safety concerns for those individuals who park along the west side of S. Dobson Street who then proceed to cross the street outside of the designated cross-walk.

The study will evaluate the existing parking utilization and pedestrian accommodations and opportunities for improvements for pedestrian safety within the area. The study will also evaluate opportunities for additional parking in the area. The evaluation will not begin until school is back in session and traffic patterns have normalized. Staff anticipates presenting recommendations to the City Council in November 2025.

RECOMMENDATION:

Approve the professional services agreement in the amount of \$21,000.00.

PRIOR ACTION/INPUT (Council, Boards, Citizens):

NA

REFERENCE:

NA

FISCAL IMPACT:

Budgeted Y/N: N

Fund Name:

Full Account #s: 1013102-62010

Amount: \$21,000.00

Project: NA

STAFF CONTACT:

Michelle McCullough

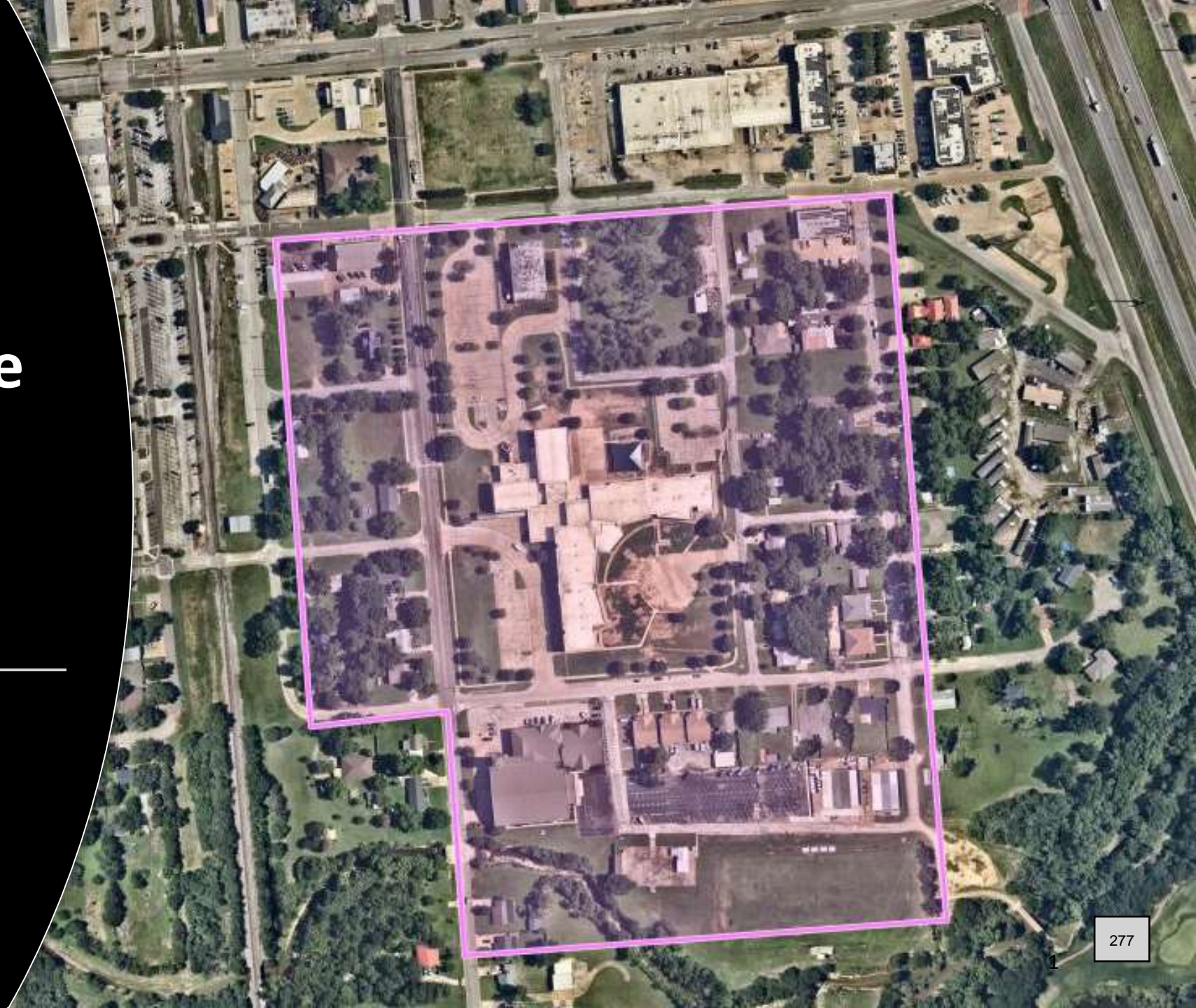
Development Services Deputy Director of Development Services/City Engineer

mmccullough@burlesontx.com

817-426-9616

S Dobson Street Pedestrian and Emergency Vehicle Evaluation

City Council
August 5, 2024



Background

Staff has received several citizen concerns

- Pedestrian safety
- Off-street parking

Mayor Pro Tem McClendon requested an evaluation of the surrounding and provide recommendations

Existing Conditions

Saturday, October 19, 2019



S. Dobson is a minor collector connecting E. Renfro Street and Hidden Creek Parkway

Pavement width

- 40 feet - From E Renfro Street to E. Miller Street
- 30 feet - E Miller to just south of S. Dobson Street bridge
- Reduces to less than 30 feet south of Town Creek to Hidden Creek Parkway

Parallel parking on both sides from E Ellison Street to E. Miller Street

- Utilized for drop off and pick up for Nola Dunn Elementary School
- Members of Open Door Church utilize during church services

Scope

Study area

- North – E. Ellison Street
- South – Town Creek
- West – S. Commerce Street
- East – S. Scott Street

Evaluate and provide recommendations for the following –

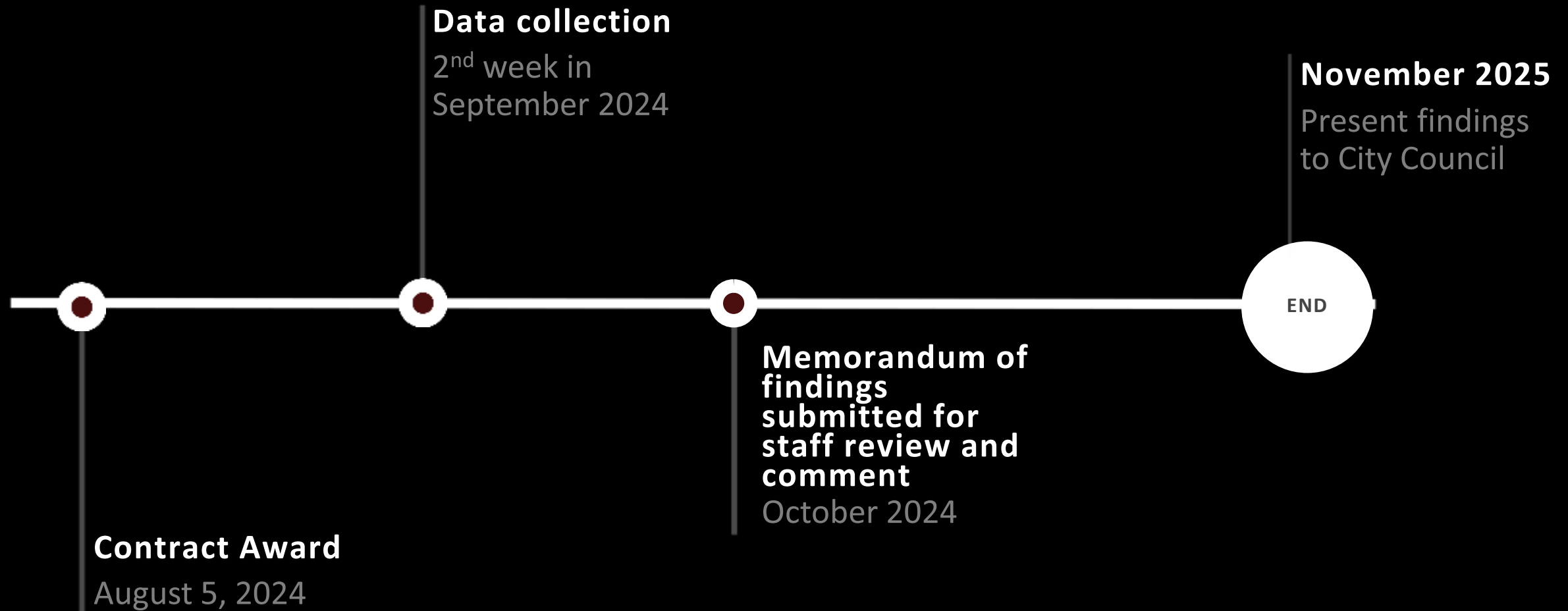
- Pedestrian safety
- Off street parking

Evaluation will include identifying potential additional parking opportunities



Study will begin after school is back in session

Project Timeline



Action Requested

Approve professional services agreement with Kimley-Horn and Associates in the amount of \$21,000.00

Questions

Staff Contact:
Michelle McCullough
Deputy Director/City Engineer
817-426-9616

PROFESSIONAL SERVICES AGREEMENT

This **PROFESSIONAL SERVICES AGREEMENT** (“Agreement”) is made and entered into by and between the **CITY OF BURLESON** (the “City”), a home rule municipal corporation situated in portions of Tarrant and Johnson Counties, Texas and KIMLEY-HORN AND ASSOCIATES, INC. (“Consultant”).

1. SCOPE OF SERVICES.

Attached hereto and incorporated for all purposes incident to this Agreement is **Attachment A** more specifically describing the services to be provided hereunder.

2. TERM.

This Agreement shall commence upon execution by the parties (the “Effective Date”) and terminate upon completion of the work specified in the scope of services unless terminated earlier in accordance with the provisions of this Agreement. Those obligations concerning warranties and representations which by their nature should survive termination of this Agreement, shall survive termination of this Agreement, including Articles 5, 6, 8, 12, 14-17, and 25-26.

3. COMPENSATION.

This is a fixed-price contract. The City shall pay Consultant an amount not to exceed TWENTY-ONE THOUSAND and NO /100 dollars in accordance with the fee schedule incorporated herein as **Attachment A**, and subject to the other terms and conditions of this Agreement, in exchange for completion of all tasks and delivery of all services listed in Attachment A, Scope of Work. In the event of partial performance the City shall pay Consultant for only the itemized tasks completed and delivered. Consultant shall not perform any additional services for the City not specified by this Agreement unless the City requests and approves in writing the additional services and costs for such services. The City shall not be liable for any additional expenses of Consultant not specified by this Agreement unless the City first duly approves such expenses in a contract amendment executed by the City Manager or the City Manager’s designee.

The Consultant shall submit monthly payment invoices to the City. Invoices shall contain a detailed breakdown to include: task or deliverables to the City and date provided for the billing period, the amount billed for each task or deliverable, and the total amount due.

Payment for services rendered shall be due within thirty (30) days of the uncontested performance of the particular services so ordered and receipt by City of Consultant’s invoice for payment of same. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. No interest will accrue on any contested portion of the billing until mutually resolved. City will exercise reasonableness in contesting any billing or portion thereof.

4. TERMINATION.

4.1. Written Notice.

The City or Consultant may terminate this Agreement at any time and for any reason by providing the other party with 30 days written notice of termination.

4.2 Non-appropriation of Funds.

In the event no funds or insufficient funds are appropriated by the City in any fiscal period for any payments due hereunder, City will notify Consultant of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the City of any kind whatsoever, except as to the portions of the payments herein agreed upon for which funds shall have been appropriated.

4.3 Duties and Obligations of the Parties.

In the event that this Agreement is terminated prior to the end of the term of this agreement as provided in Article 2, the City shall pay Consultant for services actually rendered or consultant shall reimburse the City for services paid for but not actually rendered, up to the date of notice of termination.

5. DISCLOSURE OF CONFLICTS AND CONFIDENTIAL INFORMATION.

Consultant hereby warrants to the City that Consultant has made full disclosure in writing of any existing or potential conflicts of interest related to Consultant's services under this Agreement. In the event that any conflicts of interest arise after the Effective Date of this Agreement, Consultant hereby agrees immediately to make full disclosure to the City in writing. Consultant, for itself and its officers, agents and employees, further agrees that it shall treat all information provided to it by the City as confidential and shall not disclose any such information to a third party without the prior written approval of the City. Consultant shall store and maintain City information in a secure manner and shall not allow unauthorized users to access, modify, delete or otherwise corrupt City Information in any way. Consultant shall notify the City immediately if the security or integrity of any City information has been compromised or is believed to have been compromised.

6. RIGHT TO AUDIT.

Consultant agrees that the City shall, until the expiration of three (3) years after final payment under this contract, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records of the consultant involving transactions relating to this Contract at no additional cost to the City. Consultant agrees that the City shall have access during normal working hours to all necessary Consultant facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The City shall give Consultant reasonable advance notice of intended audits.

Consultant further agrees to include in all its subcontractor agreements hereunder a provision to the effect that the subcontractor agrees that the City shall, until expiration of three (3) years after final payment of the subcontract, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records of such subcontractor involving transactions related to the subcontract, and further that City shall have access during normal working hours to all subcontractor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this paragraph. City shall give subcontractor reasonable notice of intended audits.

7. INDEPENDENT CONTRACTOR.

It is expressly understood and agreed that Consultant shall operate as an independent contractor as to all rights and privileges granted herein, and not as agent, representative or employee of the City. Subject to and in accordance with the conditions and provisions of this Agreement, Consultant shall have the exclusive right to control the details of its operations and activities and be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors, and subcontractors. Consultant acknowledges that the doctrine of *respondeat superior* shall not apply as between the City, its officers, agents, servants and employees, and Consultant, its officers, agents, employees, servants, contractors, and subcontractors. Consultant further agrees that nothing herein shall be construed as the creation of a partnership or joint enterprise between City and Consultant.

8. CHARACTER OF SERVICES AND INDEMNIFICATION.

8.1 Character of Services.

Consultant shall perform as an independent contractor all services under this Agreement with the professional skill and care ordinarily provided by competent architects, engineers, or landscape architects practicing under the same or similar circumstances and professional license. Further, Consultant shall perform as an independent contractor all services under this Agreement as expeditiously as possible as is prudent considering the ordinary professional skill and care of a competent engineer or architect. Provided, however, if this is a construction contract for architectural or engineering services or a contract related to the construction or repair of an improvement to real property that contains architectural or engineering services as a component part, the architectural or engineering services must be performed with the professional skill and care ordinarily provided by competent architects or engineers practicing under the same or similar circumstances and professional license. Consultant shall provide professional services necessary for the work described in Attachment "A," and incorporated herein and made a part hereof as if written word for word; provided, however, that in case of conflict in the language of Attachment "A" the terms and conditions of this Agreement shall be final and binding upon both parties hereto.

8.2 Indemnification.

CONSULTANT DOES HEREBY COVENANT AND CONTRACT TO INDEMNIFY AND HOLD HARMLESS CITY AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, IN BOTH THEIR PUBLIC AND

PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION, INCLUDING REASONABLE ATTORNEY FEES OF LITIGATION AND/OR SETTLEMENT, THAT MAY ARISE BY REASON OF DEATH OF OR INJURY TO PERSONS OR DAMAGE TO OR LOSS OF USE OF PROPERTY OCCASIONED BY ANY WRONGFUL INTENTIONAL ACT OR OMISSION OF CONSULTANT AS WELL AS ANY NEGLIGENT OMISSION, ACT OR ERROR OF CONSULTANT, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, OR OTHER PERSONS FOR WHOM CONSULTANT IS LEGALLY LIABLE WITH REGARD TO THE PERFORMANCE OF THIS AGREEMENT, WHETHER SAID NEGLIGENCE IS SOLE NEGLIGENCE, CONTRACTUAL COMPARATIVE NEGLIGENCE, CONCURRENT NEGLIGENCE OR ANY OTHER FORM OF NEGLIGENCE. IN THE EVENT OF JOINT OR CONCURRENT NEGLIGENCE OF CONSULTANT AND CITY, RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. NOTHING IN THIS PARAGRAPH IS INTENDED TO WAIVE ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW OR WAIVE ANY DEFENSES OF CONSULTANT OR CITY UNDER TEXAS LAW. THIS PARAGRAPH SHALL NOT BE CONSTRUED FOR THE BENEFIT OF ANY THIRD PARTY, NOR DOES IT CREATE OR GRANT ANY RIGHT OR CAUSE OF ACTION IN FAVOR OF ANY THIRD PARTY AGAINST CITY OR CONSULTANT.

CONSULTANT WARRANTS THAT NO MUSIC, LITERARY OR ARTISTIC WORK OR OTHER PROPERTY PROTECTED BY COPYRIGHT WILL BE REPRODUCED OR USED, NOR WILL THE NAME OF ANY ENTITY PROTECTED BY TRADEMARK BE REPRODUCED OR USED BY CONSULTANT UNLESS CONSULTANT HAS OBTAINED WRITTEN PERMISSION FROM THE COPYRIGHT OR TRADEMARK HOLDER AS REQUIRED BY LAW, SUBJECT ALSO TO CITY'S CONSENT. CONSULTANT COVENANTS TO COMPLY STRICTLY WITH ALL LAWS RESPECTING COPYRIGHTS, ROYALTIES, AND TRADEMARKS AND WARRANTS THAT IT WILL NOT INFRINGE ANY RELATED STATUTORY, COMMON LAW OR OTHER RIGHT OF ANY PERSON OR ENTITY IN PERFORMING THIS AGREEMENT. CONSULTANT WILL INDEMNIFY AND HOLD CITY AND ITS OFFICERS, AGENTS AND EMPLOYEES HARMLESS FROM ALL CLAIMS, LOSSES AND DAMAGES (INCLUDING REASONABLE ATTORNEY'S FEES) WITH RESPECT TO SUCH COPYRIGHT, ROYALTY OR TRADEMARK RIGHTS TO THE EXTENT CAUSED BY CONSULTANT OR FOR WHOM CONSULTANT IS LEGALLY LIABLE.

THE PROVISIONS OF THIS SECTION ARE INTENDED TO ONLY PROVIDE INDEMNIFICATION TO THE EXTENT ALLOWED BY TEXAS LOCAL GOV'T CODE SEC. 271.904 AND SHALL BE CONSTRUED TO THAT EFFECT. THE CONSULTANT AS ALLOWED BY TEXAS LOCAL GOV'T CODE SEC. 271.904 WILL STILL NAME CITY AS ADDITIONAL INSURED IN ITS GENERAL LIABILITY POLICY AND PROVIDE ANY DEFENSE AS ALLOWED BY THE POLICY.

9. ASSIGNMENT AND SUBCONTRACTING.

Consultant shall not assign or subcontract any of its duties, obligations or rights under this Agreement without the prior written consent of the City. If the City grants consent to an assignment, the assignee shall execute a written agreement with the City and the Consultant under which the assignee agrees to be bound by the duties and obligations of Consultant under this Agreement. The Consultant and Assignee shall be jointly liable for all obligations under this Agreement prior to the assignment. If the City grants consent to a subcontract, the subcontractor shall execute a written agreement with the Consultant referencing this Agreement under which the subcontractor shall agree to be bound by the duties and obligations of the Consultant under this Agreement as such duties and obligations may apply. The Consultant shall provide the City with a fully executed copy of any such subcontract.

10. INSURANCE.

Consultant shall provide the City with certificate(s) of insurance documenting policies of the following minimum coverage limits that are to be in effect prior to commencement of any work pursuant to this Agreement:

10.1 Coverage and Limits

- (a) Commercial General Liability
\$1,000,000 Each Occurrence
\$1,000,000 Aggregate
- (b) Automobile Liability
\$1,000,000 Each accident on a combined single limit basis or
\$250,000 Bodily injury per person
\$500,000 Bodily injury per person per occurrence
\$100,000 Property damage

Coverage shall be on any vehicle used by the Consultant, its employees, agents, representatives in the course of the providing services under this Agreement. "Any vehicle" shall be any vehicle owned, hired and non-owned.

- (c) Worker's Compensation
Statutory limits
Employer's liability
\$100,000 Each accident/occurrence
\$100,000 Disease - per each employee
\$500,000 Disease - policy limit

This coverage may be written as follows:

Workers' Compensation and Employers' Liability coverage with limits consistent

with statutory benefits outlined in the Texas workers' Compensation Act (Art. 8308 – 1.01 et seq. Tex. Rev. Civ. Stat.) and minimum policy limits for Employers' Liability of \$100,000 each accident/occurrence, \$500,000 bodily injury disease policy limit and \$100,000 per disease per employee

(d) Errors & Omissions (Professional Liability):

\$1,000,000 Per Claim and Aggregate

If coverage is written on a claims-made basis, the retroactive date shall be coincident with or prior to the date to the contractual agreement. The certificate of insurance shall state that the coverage is claims-made and include the retroactive date. The insurance shall be maintained for the duration of the contractual agreement and for five (5) years following completion of the services provides under the contractual agreement or for the warranty period, which ever is longer. An annual certificate of insurance submitted to the City shall evidence coverage.

10.2 Certificates.

Certificates of Insurance evidencing that the Consultant has obtained all required insurance shall be delivered to the City prior to Consultant proceeding with any work pursuant to this Agreement. All applicable policies shall be endorsed to name the City as an additional insured thereon, as its interests may appear. The term City shall include its employees, officers, officials, agent, and volunteers in respect to the contracted services. Any failure on the part of the City to request required insurance documentation shall not constitute a waiver of the insurance requirement. The City reserves the right to make reasonable requests or revisions pertaining to the types and limits of that coverage. A minimum of thirty (30) days notice of cancellation or reduction in limits of coverage shall be provided to the City. Ten (10) days notice shall be acceptable in the event of non-payment of premium. Such terms shall be endorsed onto Consultant's insurance policies. Notice shall be sent to the Purchasing Manager, City of Burleson, 141 W. Renfro, Burleson, Texas 76028, with copies to the City Attorney at the same address.

10.3 Additional Insurance Requirements.

The insurance required herein must be provided by an insurer licensed to do business in the State of Texas. The insurance required herein must be provided by an insurer rated by the A.M. Best as "A-" or better or are rated "A" by Standard and Poor's. The insurance required herein shall be in full force and effect at all times during this Agreement.

11. COMPLIANCE WITH LAWS, ORDINANCES, RULES AND REGULATIONS.

Consultant agrees to comply with all applicable federal, state and local laws, ordinances,

rules and regulations. If the City notifies Consultant of any violation of such laws, ordinances, rules or regulations, Consultant shall immediately desist from and correct the violation.

12. NON-DISCRIMINATION COVENANT.

Consultant, for itself, its personal representatives, assigns, subcontractors and successors in interest, as part of the consideration herein, agrees that in the performance of Consultant's duties and obligations hereunder, it shall not discriminate in the treatment or employment of any individual or group of individuals on any basis prohibited by law. If any claim arises from an alleged violation of this non-discrimination covenant by Consultant, its personal representatives, assigns, subcontractors or successors in interest, Consultant agrees to assume such liability and to indemnify and defend the City and hold the City harmless from such claim.

13. NOTICES.

Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants or representatives, (2) delivered by facsimile with electronic confirmation of the transmission, or (3) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

To CITY:

KIMLEY-HORN AND ASSOCIATES, INC.

City of Burleson
City Manager
Attn: Tommy Ludwig
141 W. Renfro St.
Burleson, TX 76028

BRANDON FORSYTHE, P.E.

801 CHERRY STREET SUITE 1300, UNIT 11

FORT WORTH, TX 76102

14. GOVERNMENTAL POWERS.

It is understood and agreed that by execution of this Agreement, the City does not waive or surrender any of its governmental powers.

15. NO WAIVER.

The failure of the City or Consultant to insist upon the performance of any term or provision of this Agreement or to exercise any right granted herein shall not constitute a waiver of the City's or Consultant's respective right to insist upon appropriate performance or to assert any such right on any future occasion.

16. GOVERNING LAW / VENUE.

This Agreement shall be construed in accordance with the internal laws of the State of Texas. If any action, whether real or asserted, at law or in equity, is brought on the basis of this Agreement, venue for such action shall lie in state courts located in Johnson County, Texas or the United States

District Court for the Northern District of Texas.

17. SEVERABILITY.

If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

18. FORCE MAJEURE.

The City and Consultant shall exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but shall not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control (force majeure), including, but not limited to, compliance with any government law, ordinance or regulation, acts of God, acts of the public enemy, fires, strikes, lockouts, natural disasters, wars, riots, material or labor restrictions by any governmental authority, transportation problems and/or any other similar causes.

19. HEADINGS NOT CONTROLLING.

Headings and titles used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

20. REVIEW OF COUNSEL.

The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or exhibits hereto.

21. AMENDMENTS / MODIFICATIONS / EXTENSIONS.

No extension, modification or amendment of this Agreement shall be binding upon a party hereto unless such extension, modification, or amendment is set forth in a written instrument, which is executed by an authorized representative and delivered on behalf of such party.

22. ENTIRETY OF AGREEMENT.

This Agreement, including the schedule of exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the City and Consultant, their assigns and successors in interest, as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement.

23. SIGNATURE AUTHORITY.

The person signing this agreement hereby warrants that he/she has the legal authority to

execute this agreement on behalf of the respective party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. The other party is fully entitled to rely on this warranty and representation in entering into this Agreement.

24. NO WAIVER OF GOVERNMENTAL IMMUNITY.

Nothing contained in this Agreement shall be construed as a waiver of City's governmental immunity, or of any damage caps or limitations imposed by law, or any other legal protections granted to City by law, except to the extent expressly provided or necessarily implied herein.

25. MANDATORY OWNERSHIP DISCLOSURE PROVISION.

Consultant shall submit completed Texas Ethics Commission Form 1295 Ownership Disclosure form to City at time of execution of Agreement pursuant to Texas Government Code Section 2252.908.

26. MANDATORY ANTI-ISRAEL BOYCOTT PROVISION.

Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate:

- i. Pursuant to Section 2271.002 of the Texas Government Code, Consultant certifies that either (i) it meets an exemption criterion under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the Agreement. Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- ii. Pursuant to SB 13, 87th Texas Legislature, Consultant certifies that either (i) it meets an exemption criterion under SB 13, 87th Texas Legislature; or (ii) it does not boycott energy companies, as defined in Section 1 of SB 13, 87th Texas Legislature, and will not boycott energy companies during the term of the Agreement. Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- iii. Pursuant to SB 19, 87th Texas Legislature, Consultant certifies that either (i) it meets an exemption criterion under SB 19, 87th Texas Legislature; or (ii) it does not discriminate against a firearm entity or firearm trade association, as defined in Section 1 of SB 19, 87th Texas Legislature, and will not discriminate against a firearm entity or firearm trade association during the term of the Agreement. Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- iv. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Consultant certifies that either (i) it meets an exemption criterion under Subchapter F, Chapter 2252, Texas Government Code; or (ii) is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

27. NON-EXCLUSIVITY.

Agreement is non-exclusive and City may enter into a separate Agreement with any other person or entity for some or all of the work to be performed under Agreement.

28. NO THIRD-PARTY BENEFICIARIES.

Except as expressly provided herein, nothing herein is intended to confer upon any person other than the parties hereto any rights, benefits or remedies under or because of this Agreement, provided, however, that the described beneficiaries of the indemnity provisions of this Agreement are expressly intended third-party beneficiaries of this Agreement.

29. BASIC SAFEGUARDING OF CONTRACTOR INFORMATION SYSTEMS.

The Consultant shall apply basic safeguarding requirements and procedures to protect the Consultant's information systems whenever the information systems store, process, or transmit any information, not intended for public release, which is provided by or generated for the City. This requirement does not include information provided by the City to the public or simple transactional information, such as that is necessary to process payments. These requirements and procedures shall include, at a minimum, the security control requirements "reflective of actions a prudent business person would employ" which are outlined in the Federal Acquisition Regulations FAR 52.204-21(b) and codified in the Code of Federal Regulations at 48 C.F.R. § 52.204-21(b) (2016).

Consultant shall include the substance of this clause in subcontracts under this contract (including subcontracts for the acquisition of commercial items other than commercially available off-the-shelf items) in which the subcontractor may have City contract information residing in or transiting through its information system.

30. OWNERSHIP OF DOCUMENTS.

All documents and materials prepared by Consultant under the terms of this Agreement are the City's property from the time of preparation. Consultant will deliver copies of the documents and materials to the City or make them available for inspection whenever requested. City has the right to make duplicate copies of such documents or materials for its own file or use for any other such purposes as the City deems necessary and there shall be no additional costs incurred because of such copying or use.

31. COUNTERPARTS; PDF SIGNATURES.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any pdf-format or other electronic transmission of any signature of a signatory shall be deemed an original and shall bind such signatory.

The remainder of this page is left intentionally blank

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

CITY OF BURLESON:

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____
Name: _____
Title: _____
Date: _____

DocuSigned by:

By: _____
D7A6C0100E604BC...
Name: Douglas Arnold
Title: Contract Specialist
Date: 7/22/2024

APPROVED AS TO FORM:

By: _____
City Attorney, Assistant City Attorney,
or Deputy City Attorney

ATTACHMENT A

I. Scope of Services

The Consultant understands that the City would like to evaluate pedestrian safety and emergency vehicle access for the general area in Old Town bounded by Ellison Street to the north, Commerce Street/Dobson Street to the west, Scott Street to the east, and Booger Creek to the south. Site visits will be performed during times of high utilization of on-street parking in the area noting general observations, patterns of pedestrian activity, and assessing emergency vehicle access. Based on those observations, study area recommendations will be made.

The Consultant will complete the following tasks:

Task 1 – Data Collection

The Consultant will perform two (2) sets of data collection within the study area. One (1) set of data collection is anticipated for Sunday from 8 AM – 12:00 PM. The second set of data collection will be based on coordination with the City, but is anticipated for a Wednesday from 4:00 – 8:30 PM. The following will be performed during data collection efforts:

- Existing curb space utility along the study area's corridors will be identified.
- Existing demand and supply for parking within the study area will be collected.
- Pedestrian accommodations and paths of travel within the study area will be noted along with any gaps or obstructions in the network.
- Study area roadway effective widths will be measured.

Based on the data collection, an existing observations exhibit will be created for the study area noting the findings.

Task 2 – Pedestrian Safety and Emergency Vehicle Access Evaluation

The following scenarios will be evaluated:

1. Typical Weekday Peak – Evaluation of study area with no impact of School or Church Activity
2. Church Service – Evaluation of study area with Church Service impacts
3. Church and School Overlap – Evaluation of study area with anticipated impact of School and Church activity

The existing parking utilization and pedestrian accommodations/paths of travel collected in Task 1 will be evaluated for the three (3) scenarios identified above. Existing sidewalk data available within the study area will be considered in conjunction with the findings. Improvements for pedestrian safety within the study area will be identified. Emergency vehicle access will be evaluated based on whether two-way operations are feasible along the study corridors with parking patterns resulting from the scenarios considered.

The existing field on the southwest corner of Scott Street & Rigney Way is being considered for additional parking. The anticipated impacts on parking in the study area will be considered as a result. The study area corridors will be further evaluated to determine if the additional parking supply will alleviate any constraints on two-way operations and improve pedestrian safety.

Task 3 – Documentation and Meeting

The Consultant will produce an electronic (.pdf) memorandum that documents the purpose, data collection, and evaluation performed for the study area with the focus on pedestrian safety and emergency access within the study area. A draft will be prepared and submitted to the City for review and comment. The Consultant will incorporate one (1) round of internal review comments for the final memorandum.

A Power Point presentation will be created based on the final memorandum. The Consultant will attend and present the findings at one (1) City Council meeting.

II. Method of Compensation

The Consultant will perform the services in Tasks 1 - 3 for the total lump sum fee of \$21,000. All permitting, application, and similar project fees will be paid directly by the City.

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Kimley-Horn and Associates, Inc.
Dallas, TX United States

Certificate Number:
2024-1188309

Date Filed:
07/17/2024

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Burleson, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

071724

Evaluate pedestrian safety and emergency vehicle access for the general area in Old Town

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Cook, Richard N	Dallas, TX United States	X	
	Flanagan, Tammy	Dallas, TX United States	X	
	Lefton, Steve	Dallas, TX United States	X	
	McEntee, David L	Dallas, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is SARAH MEZA, and my date of birth is 05/14/1981.

My address is 13455 NOEL ROAD, SUITE 700, DALLAS, TX, 75240, US.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in DALLAS County, State of TEXAS, on the 17TH day of JULY, 20 24.
(month) (year)

Sarah Meza

Signature of authorized agent of contracting business entity
(Declarant)

City Council Regular Meeting

DEPARTMENT: Economic Development
FROM: Joni Van Noy, EDC Coordinator
MEETING: August 5, 2024

SUBJECT:

Consider approval of a resolution authorizing street closures and in-kind sponsorship of \$1,897.74 for costs associated with police and public works staff for the Burleson High School Homecoming Parade. (*Staff Contact: Joni Van Noy, Economic Development Coordinator*)

SUMMARY:

The Burleson High School Prom After Dark Committee is requesting an in-kind sponsorship and street closures associated with the Burleson High School (BHS) Homecoming Parade that is scheduled for Monday, September 30, 2024 at 6 p.m. The parade is projected to last approximately 1.5 hours.

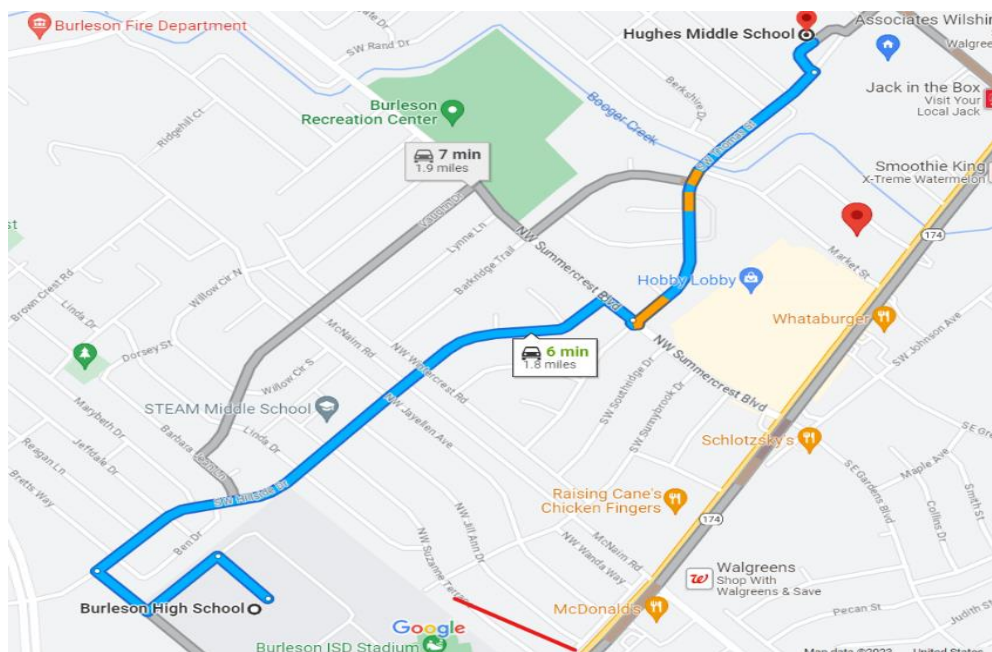
The applicant has provided staff with the following background information in regards to the parade.

"The Homecoming parade has been happening every year since the early 70's. This brings the community together to spotlight Seniors / Homecoming Court/ Sports Team / Local Businesses and Schools. As the parade is held on Monday before the Homecoming Game, it sets the mood for the week leading up to game night on Friday. The Parade route that will be taken is the same route it has been since Centennial High School opened up in August 2010. This is a tradition that the Schools / Seniors / Football Players and the community look forward to every year. The Parade is also part of being a Senior as we have a lot of the class involved in the parade for various areas and it's one of their last big events in their Senior year."

Street Closures include:

Thomas / Summercrest / Hillside / Elk – along with the side streets on those streets

Parade Route Map is below



Parade Information provided by applicant:

- Route will be starting at Hughes Middle School (HMS), continue to Thomas St, Summercrest, Hillside and then to Elk Drive, finishing at Burleson High School
- Parking will be in open parking lots and side streets.
- Parade vehicles will enter the back side of the school HMS and exit the front onto Thomas.
- Parade does not last long enough for the need to provide bathrooms / water stations / no food stands / no solid waste containers/no tents
- There will be several Project Celebration Staff Volunteers throughout the parade to assist with any issues
- Parade will be held during daylight hours
- If speakers are used they will be on vehicles or trailers

Public Safety Associated Cost

Staff	Hours	Rate per hour	Total
Seven (7) officers	14 (2 hours per officer)	\$49.25	\$689.50

Vehicle	Hours	Rate per hour*	Total
Seven (7) vehicles	14 (2 hours per vehicle)	\$16.27	\$227.78

* based on 2021 FEMA CODE: 8073 Police Vehicle

Total Public Safety Cost: \$917.28

Public Safety Impact

Public Safety utilizes existing on duty resources for the parade removing officers from their normal duty assignments, specifically SRT and traffic. There is also a traffic impact associated with residents who live in the area returning from work or those driving through the area at this time.

Public Works Associated Cost

Staff	Hours	Rate per hour	Total
Two (2) Crew Leaders	7 (3.5 hours per staff member)	\$43.32	\$303.24
Two (2) Worker II	7 (3.5 hours per staff member)	\$33.57	\$234.99
Two (2) Worker I	7 (3.5 hours per staff member)	\$31.97	\$223.79
Total Staff Cost			\$762.02

Vehicle	Hours	Rate per hour	Total
#840	3.5	\$17.91	\$62.69
#860 & #861	7 (3.5 hours per vehicle)	\$22.25	\$155.75
Total Vehicle Cost			218.44

Total Public Works Cost: \$980.46

Total in-kind sponsorship request: \$1,897.74

City Council approved an amendment to the city's special event ordinance in December 2022 that requires city council approval for events that request any of the following:

- Closing or impacting a public street, sidewalk, or trail
- Impacting or hindering the regular flow of traffic
- Blocking or restricting city-owned property
- Sale or distribution of merchandise, food, or beverages on city-owned property
- Erection of a tent equal to or greater than four hundred (400) square feet in area
- Installation of a stage, band-shell, trailer, van, portable building, grandstand, or bleachers
- Placement of portable toilets on city-owned property
- Have an impact on public safety
- In-kind sponsorship of over \$500

OPTIONS:

- 1) Example: Approve as presented
- 2) Example: Approve with changes
- 3) Example: Deny

RECOMMENDATION:

Staff recommendations if any

PRIOR ACTION/INPUT (Council, Boards, Citizens):

None

FISCAL IMPACT:

In-kind sponsorship request: \$1,897.74

STAFF CONTACT:

Joni Van Noy
Economic Development Coordinator
jvanoy@burlesontx.com
817-426-9689



BHS Homecoming Parade Request

Presented to City Council August 5, 2024

BHS Homecoming Parade

Date and Time

- Monday, September 30, 2024 at 6 p.m.
- Parade to last approximately 1.5 hours



Background

Parade Background provided by applicant

- The BHS Homecoming Parade has been occurring every year since the early '70s.
- This brings the community together to spotlight seniors, homecoming court, sports teams, local businesses and schools.
- The parade route being proposed is the same route that has been used since Centennial High School opened in August 2010.
- This is a tradition that the schools, seniors, football players, and the community look forward to every year.
- The parade is also part of being a senior, as a large portion of the class is involved in the parade for various areas, and it is one of the last significant events in their senior year.

Special Event Ordinance

City Council approved an amendment to the city's special event ordinance in December 2022 that requires city council approval for events that request any of the following:

- Closing or impacting a public street, sidewalk, or trail ✓
- Impacting or hindering the regular flow of traffic ✓
- Blocking or restricting city-owned property
- Sale or distribution of merchandise, food, or beverages on city-owned property
- Erection of a tent equal to or greater than four hundred (400) square feet in area
- Installation of a stage, band-shell, trailer, van, portable building, grandstand, or bleachers
- Placement of portable toilets on city-owned property
- Have an impact on public safety ✓
- In-kind sponsorship of over \$500 ✓

Request

Street Closures

- Thomas Street
- Summercrest Boulevard
- Hillside Drive
- Elk Drive

Public Safety Associated Cost

Staff	Hours	Rate per hour*	Total
Seven (7) officers	14 (2 hours per officer)	\$49.25	\$689.50

Vehicle	Hours	Rate per hour**	Total
Seven (7) vehicles	14 (2 hours per vehicle)	\$16.27	\$227.78

Total Public Safety Cost: \$917.28

**based on average median hourly rate for each position*

***based on 2021 FEMA CODE*

In-Kind Sponsorship

- Total Sponsorship Request \$1,897.74

Public Works Associated Cost

Staff	Hours	Rate per hour*	Total
Two (2) Crew Leaders	7 (3.5 hours per staff member)	\$43.32	\$303.24
Two (2) Worker II	7 (3.5 hours per staff member)	\$33.57	\$234.99
Two (2) Worker I	7 (3.5 hours per staff member)	\$31.97	\$223.79
Total Staff Cost			\$762.02

Vehicle	Hours	Rate per hour**	Total
#840	3.5	\$17.91	\$62.69
#860 & #861	7 (3.5 hours per vehicle)	\$22.25	\$155.75
Total Vehicle Cost			218.44

Total Public Works Cost: \$980.46

Options

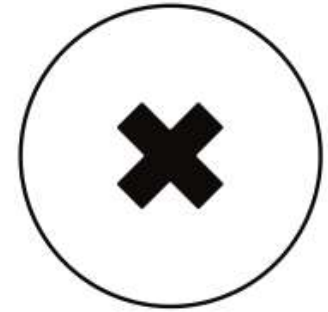
Consider approval of a resolution approving street closures and in-kind sponsorship for the BHS Homecoming Parade.



Approve as presented



Approve with changes



Deny

Questions / Comments

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, AUTHORIZING CITY OF BURLESON STREET CLOSURES AND IN-KIND SPONSORSHIP OF \$1,897.74 FOR COSTS ASSOCIATED WITH POLICE AND PUBLIC WORKS STAFF FOR THE BURLESON HIGH SCHOOL HOMECOMING PARADE.

WHEREAS, the City of Burleson, Texas (“City”), is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, under Chapter 70 of the Code of Ordinances, the Burleson High School Homecoming Parade must be approved by the Burleson City Council due closing or impacting a public street, sidewalk, or trail; impacting or hindering the regular flow of traffic; having an impact on public safety; and requesting in-kind donations of over \$500; and

WHEREAS, to support the organization, the Burleson City Council seeks to sponsor the proposed parade, including in-kind donations of City public safety personnel, City personnel for traffic control and parade clean up, and signage, not to exceed \$1,897.74; and

WHEREAS, the parade organizer, Prom After Dark Class of 2024, requests certain streets in the city limits be closed at certain times for the Burleson High School Homecoming Parade; and

WHEREAS, after reviewing the matter, the City Council desires to approve the closure of certain streets and approval of an in-kind sponsorship as set forth in the resolution.

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

Section 1.

The City Manager or his appointee(s) is authorized to provide approval of necessary street closures for the Burleson High School Homecoming Parade and city sponsorship and in-kind donations as set forth in Exhibit A.

Section 2.

This resolution shall take effect immediately from and after its passage.

PASSED, APPROVED, AND SO RESOLVED by the City Council of the City of Burleson, Texas, on the _____ day of _____, 20____.

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO LEGAL FORM:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney

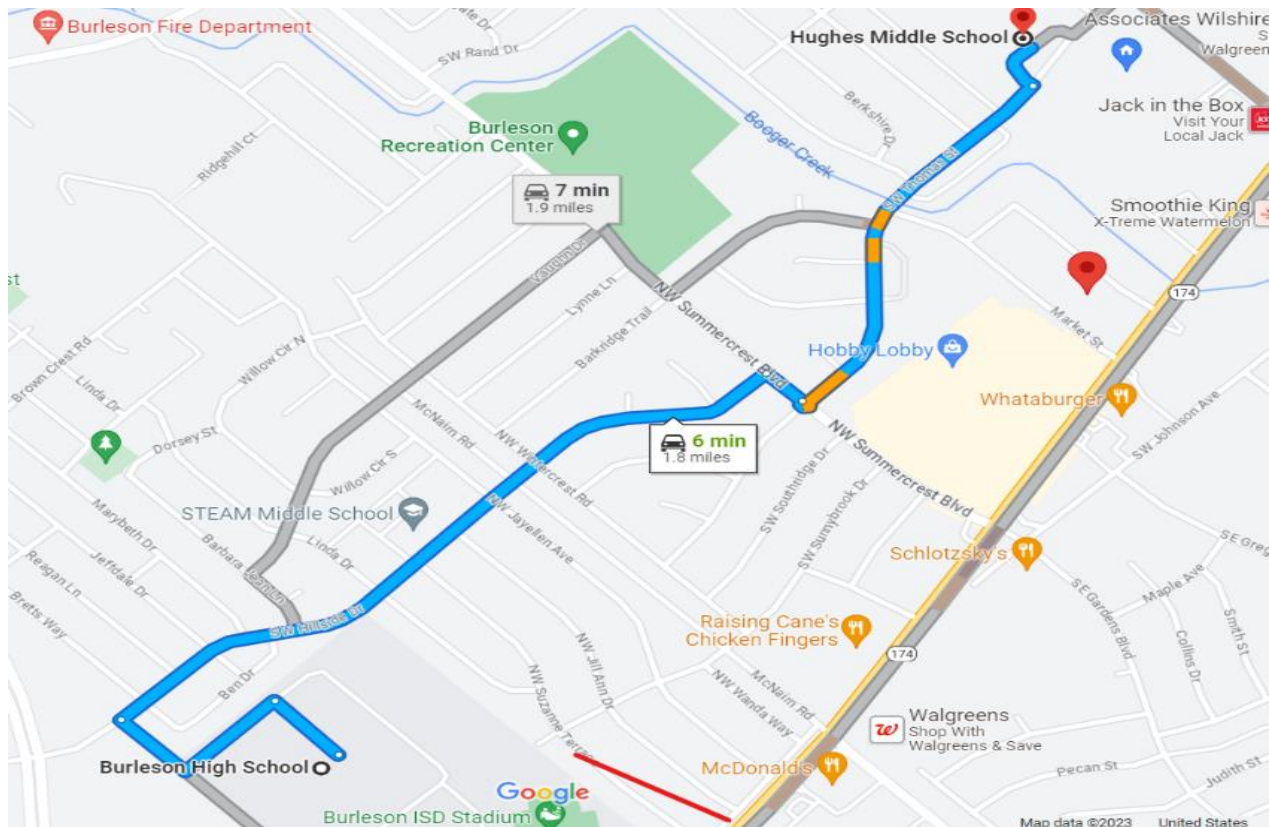
EXHIBIT A:

Street closures and in-kind sponsorship necessary for the Burleson Homecoming Parade on Monday, September 30, 2024.

Street Closures

The closure time may be as early as 5:30 p.m. on September 30, 2024 and are projected to be completed by 7:45 p.m.

- Thomas Street
- Summercrest Boulevard
- Hillside Drive
- Elk Drive



In-Kind Sponsorship

\$1,897.74 for public safety and public works staff and vehicles for the parade set-up, duration and clean-up.

City Council Regular Meeting

DEPARTMENT: City Secretary's Office
FROM: Amanda Campos, City Secretary
MEETING: August 5, 2024

SUBJECT:

Consider approval of a Resolution ratifying appointment to the Boren Property Advisory Council, Historical Advisory Committee, and Art Advisory Committee. (*Staff Contact: Amanda Campos, City Secretary*)

SUMMARY:

The City of Burleson through a special warranty gift deed accepted the donation of Russell Farm by Charlie and Louise Boren on January 12, 2012. An agreement was entered into for the programming of the property and advisory entities created. Resolution R-1212-12 formalized the entities and appointed members to each.

The Resolution appointing the members to the Boren Property Advisory Council, Historical Advisory Committee, and Art Advisory Committee has not been updated or affirmed since 2012. This resolution is to ratify the appointments as they are today and shall remain in place until further action is taken by either the city council or the Boren Property Advisory Council.

The following appointments are to be ratified.

Boren Property Advisory Council

- Place 1 – Charlsa Boren Bentley – Chair
- Place 2 – W. L. Sanders
- Place 3 – Pete McCaskill
- Place 4 – Barbara Black (Historical Advisory Committee Chair)
- Place 5 – Karen Kaiser (Art Advisory Committee – Chair)

Historical Advisory Committee

- Place 1 – Barbara Black – Chair
- Place 2 – Louise Bodiford

- Place 3 – Diane Lybbert
- Place 4 – Mary Slaney
- Place 5 – Jim Wadlow
- Place 6 – Dianna Waters

Art Advisory Committee

- Place 1 – Karen Kaiser – Chair
- Place 2 – Tom Sale
- Place 3 – Brian Bennett
- Place 4 – Nancy McKenzie

REFERENCE:

Minute order MO-11-145

Resolution R-1212-12

FISCAL IMPACT:

N/A

STAFF CONTACT:

Name: Amanda Campos
Title: City Secretary
acampos@burlesontx.com
817-426-9665 or 817-291-5846

Resolution – Ratify Appointments

BOREN PROPERTY ADVISORY COUNCIL, HISTORICAL ADVISORY
COMMITTEE, AND ART ADVISORY COMMITTEE

JULY 22, 2024

Boren Property Advisory Council

- Place 1 – Charlsa Boren Bentley – Chair
- Place 2 – W. L. Sanders
- Place 3 – Pete McCaskill
- Place 4 – Mary Slaney
- Place 5 – Jim Wadlow
- Place 6 – Dianna Waters



Historical Advisory Committee

- Place 1 – Barbara Black– Chair
- Place 2 – Louise Bodiford
- Place 3 – Diane Lybbert
- Place 4 – Mary Slaney
- Place 5 – Karen Kaiser (Art Advisory Committee Chair)



Art Advisory Committee

- Place 1 – Karen Kaiser – Chair
- Place 2 – Tom Sale
- Place 3 – Brian Bennett
- Place 4 – Nancy McKenzie





BTX

Questions?

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS RATIFYING THE APPOINTMENTS TO THE BOREN PROPERTY ADVISORY COUNCIL, THE HISTORICAL ADVISORY COMMITTEE (RUSSELL FARMS), AND THE ART ADVISORY COMMITTEE (RUSSELL FARM).

WHEREAS, the City of Burleson through Minute Order MO-11-145 accepted a donation of property from Charlie and Louise Boren for use as a working farm, art center, and historic property in accordance with the terms and conditions of the Use Agreement executed by the Borens and the City; and

WHEREAS, the Agreement obligates the City to create advisory entities to advise the City regarding operation of Russell Farms; and

WHEREAS, the City approved Resolution R-1212-12 created the advisory entities and named individuals to those and set forth their charge; and

WHEREAS, the City via Resolution R-1212-12(A0312) renaming the Russell Farm Advisory Council to Boren Property Advisory Council; and

WHEREAS, the individuals on these entities with this resolution shall be ratified in their appointments.

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

Section 1 – Boren Property Advisory Council

The following individuals' appointments are hereby ratified for the Boren Property Advisory Council and be held until further action by the city council is taken:

- Place 1 – Charlsa Boren Bentley – Chair
- Place 2 – W. L. Sanders
- Place 3 – Pete McCaskill
- Place 4 – Barbara Black (Historical Advisory Committee Chair)
- Place 5 – Karen Kaiser (Art Advisory Committee – Chair)

Section 2 – Historical Advisory Committee

The following individuals' appointments are hereby ratified for the Historical Advisory Committee and be held until further action by the Boren Property Advisory Council is taken:

- Place 1 – Barbara Black – Chair
- Place 2 – Louise Bodiford
- Place 3 – Diane Lybbert
- Place 4 – Mary Slaney
- Place 5 – Jim Wadlow
- Place 6 – Dianna Waters

Section 3 – Art Advisory Committee

The following individuals' appointments are hereby ratified for the Art Advisory Committee and be held until further action by the Boren Property Advisory Council is taken:

- Place 1 – Karen Kaiser – Chair
- Place 2 – Tom Sale
- Place 3 – Brian Bennett
- Place 4 – Nancy McKenzie

PASSED AND APPROVED this the _____ day of _____, 2024.

Mayor Chris Fletcher

(Seal)

Attest:

City Secretary Amanda Campos

City Council Regular Meeting

DEPARTMENT: Development Services

FROM: Michelle McCullough, P.E., CFM – Deputy Director of Development Services/City Engineer

MEETING: August 5, 2024

SUBJECT:

Consider approval of a professional services agreement with CMJ Engineering in the amount of \$277,294.50 for testing services related to the Burleson West Lift Station, Force Main, and Gravity Sewer project. (*Staff Contact: Michelle McCullough, Deputy Director of Development Services/City Engineer*)

SUMMARY:

On June 7, 2021, the City Council approved Chapter 380 and an Economic Development and Performance Agreement (Agreement). The Agreement is for developing Chisholm Summit, a proposed master-planned community on the west side of the City between Wilshire Blvd and the Chisholm Trail Parkway. There are several parties to this Agreement; however, R.A. Development, Ltd. (Developer) will act as the representative under the Agreement.

Per the Agreement, the Developer is obligated to design and construct public roadway and sanitary sewer improvements in several phases. The Developer retained professional engineers to design the proposed sanitary sewer improvements. The sanitary sewer lift station will be located within the Hooper Business Park, adjacent to CR 1019. The force main will be constructed from CR 914A to the north and primarily along the east side of Lakewood Drive and the Hooper Business Park. The gravity sewer will be located along the west side of the business park.

R.A. Development met with city management to discuss amending the Agreement and modifying the Developer's responsibility for managing the construction of the sewer improvements. Currently, the Agreement requires the Developer to construct the sanitary sewer improvements, and the City shall reimburse the Developer for the funds paid for the construction of such sewer improvements. It was agreed between R.A. Development and the City that the City will now manage the construction of the proposed sewer improvements directly with the contractor.

The construction contract was awarded on May 20, 2024, and the notice to proceed was issued on June 5, 2024. Staff has been working through the material submittal review process with the contractor. Construction of the force main along CR 1019 has begun while the contractor is waiting on materials for the 21-inch gravity sewer along CR 914. As part of the Burleson Westside Lift Station, Force Main, and Gravity Sewer project, CMJ Engineering will provide construction material testing services required to ensure proper compaction, concrete strength, etc., throughout the project's life. The anticipated completion of construction is May 2025.

RECOMMENDATION

Approve a professional services agreement with CMJ Engineering in the amount of \$277,294.50.

PRIOR ACTION/INPUT (Council, Boards, Citizens):

NA

REFERENCE:

NA

FISCAL IMPACT:

Budgeted Y/N: N

Fund Name: W/WW Bonds

Full Account #s:

Amount: \$277,294.50

Project: DV2401

STAFF CONTACT:

Michelle McCullough, P.E., CFM
Deputy Director of Development Services
mmccullough@burlesontx.com
817-426-9616

Burleson Westside Lift Station, Force Main and Gravity Sewer

Construction Material Testing Services

City Council
August 5, 2024



Background

June 7, 2021 – Chapter 380 and Economic Development and Performance Agreement Approved

Current agreement states RA Development to manage the design and construction of proposed improvements

- Lift station to be constructed within Hooper Business Park adjacent to CR 1019
- Force Main and 21-inch gravity sewer constructed from lift station to CR 914A
- 15/18 inch gravity sewer to serve Hooper Business Park, Chisholm Summit, Craftmasters, etc.
- Lakewood Drive (currently under construction)



Background

April 2, 2024 - RA Development and City management met to discuss contract administration, and both parties agreed to pursue a modification of the 380 Agreement, transferring contract administration responsibility for sewer improvements from RA Development to City

May 20, 2024 – City Council awarded construction contract for the Burleson Westside Lift Station, Force Main and Gravity Sewer to Mountain Cascade of Texas, LLC



Future consideration by Council of 380 Agreement amendment

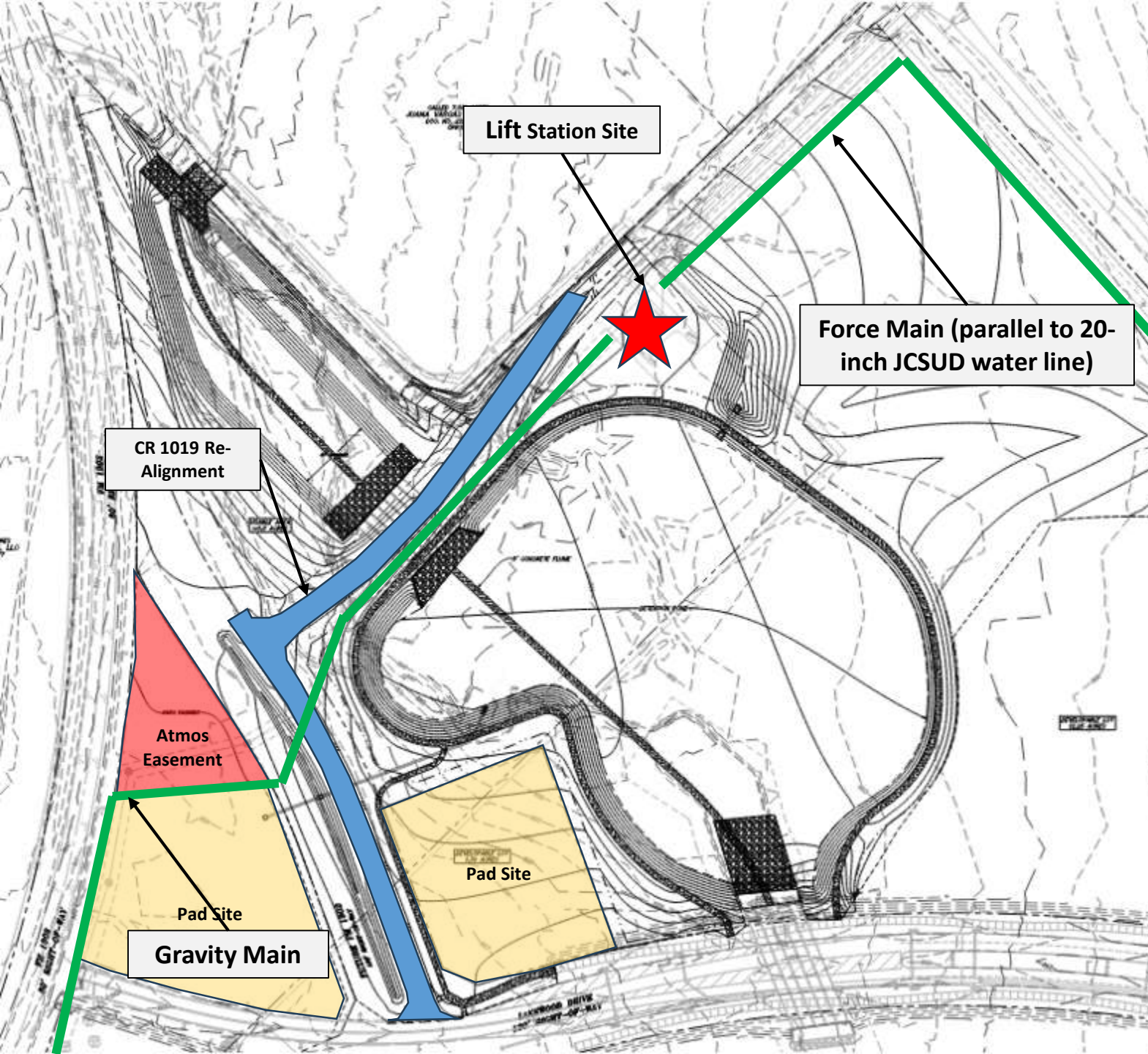
Burleson Westside Sewer Infrastructure

2.75 MGD lift station

16-inch force main

15/18-inch gravity sewer from future community park through Hooper Business Park to lift station to serve:

- Craftmasters
- Chisholm Summit Masterplanned Community
- Additional future development in the surrounding area



CMJ Engineering

Fort Worth based materials testing firm

- Concrete field testing
- Soil field testing
- Laboratory Soils Testing

Testing ensures proper compaction, concrete strength, etc per City regulations

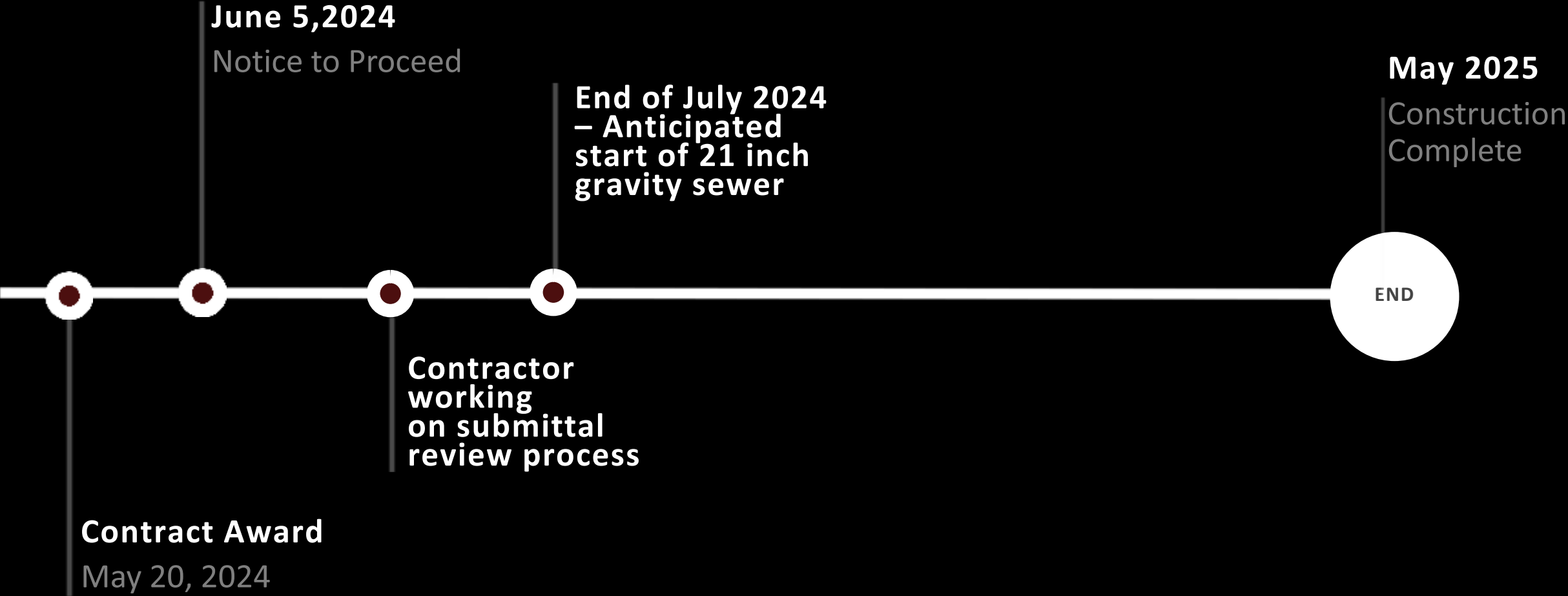
City has contracted with CMJ Geotech and materials testing for several past capital projects

- Ground storage tank
- McNairn water line
- Neighborhood street rehab



Project Timeline

400 total Calendar Day
Contract Time



Action Requested

Approve a professional services agreement with CMJ Engineering in the amount of \$277,294.50



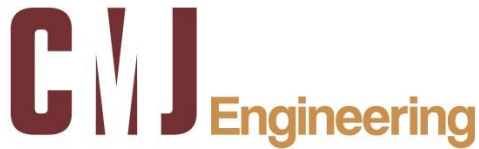
Staff Contact

Michelle McCullough

Deputy Director / City Engineer

817-426-9616

mmccullough@burlesontx.com



Estimate No.: 24-106
July 12, 2024

City of Burleson
Attn: Mrs. Michelle McCullough, P.E., CFM
141 W. Renfro Street
Burleson, Texas
email: mmccullough@burlesontx.com

ESTIMATE
CONSTRUCTION MATERIALS TESTING SERVICES FOR
BURLESON BP WEST SIDE SEWER
BURLESON, TEXAS

Dear Mrs. McCullough,

We are pleased to submit this estimate for providing construction materials engineering services on the above referenced project. **We understand we have been selected to provide these services based on our qualifications.**

Estimate - Defined

This is an ESTIMATE and should in no way be considered a lump sum proposal. CMJ will only bill for actual services performed. Services performed beyond the estimated items and quantities may exceed the estimated testing budget. Fewer services performed than estimated may be lower the estimated testing budget.

The total testing cost is dependent upon the contractor's means and methods, such as the size of areas/amount of items ready for testing per site visit, size/rate of concrete placements, method of masonry grouting (once per day or several times per day, pumping or hand placement), etc. As the contractor typically schedules our services, the actual number of site visits required are beyond our control. Based on our experience, we have made assumptions as to the means and methods the individual contractors may choose to follow.

Scope of Work

Our scope of service is based on our review of the project plans and specifications. We propose to service this project on a call out, as-needed basis. **All same-day service requests will be charged the greater of either \$290 or our actual rescheduling costs based on the project's unit fees, for each site visit performed. Service requests may be made Monday through Friday 7:00 am to 5:00 pm and should be received 24-hours in advance but no later than 3:00 PM of the day prior to service. CMJ will make every effort to service same day service requests but cannot guarantee your request will be serviced without the required prior notice.**



P: 817.284.9400
F: 817.589.9993

7636 Pebble Drive
Fort Worth, Texas 76118



CMJ ENGINEERING, INC.

City of Burleson
Burleson BP West Side Sewer
Burleson, Texas
Page 2

Estimate No. 24-106
July 12, 2024

Earthwork

Laboratory testing of existing subgrade, fill, backfill, select fill and stabilized pavement subgrade materials; in-place moisture/density testing of same. In-place sieve analysis of stabilized pavement subgrade.

Cast-In-Place Concrete

Pre- and post-concrete placement reinforcing steel observation. On-site placement observation and testing to include slump, temperature, entrained air content, and the molding of test cylinders. Laboratory curing and testing of cylinders.

Project Budget

Based upon our understanding of the project specifications, our unit fees and estimated quantities for this project will be as stated on the budget attachment.

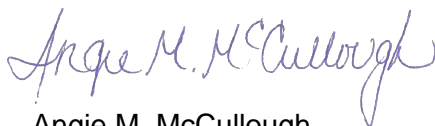
All fees for services performed which do not appear on the budget attachment will be based on our standard fee schedule. The final charges will be a function of the total services performed. All charges for laboratory services are F.O.B. our laboratory. **All same-day service requests will be charged the greater of either \$290 or our actual rescheduling costs based on the project's unit fees, for each site visit performed.**

The prices provided in the attached fee schedule will remain valid for forty-five (45) days from the date on this estimate, or for one year from that date if our services for this project are started within the forty-five (45) day period. Invoices will be submitted for these services on a monthly basis. These will be due and payable upon receipt. **CMJ will not supervise or direct work that is performed by the contractor or subcontractors and is not responsible for their means and methods utilized or the resultant outcome of their efforts.**

Closing

CMJ Engineering, Inc. appreciates the opportunity to submit this estimate. We have included the attached unit fees that correspond to our understanding of the required work scope that will be required of CMJ Engineering. Feel free to call us if you have any questions regarding our services or estimate. Following your authorization, we are ready to begin work and look forward to providing you with our services.

Respectfully,
CMJ ENGINEERING, INC.



Angie M. McCullough
Vice President



William Shireman
Project Manager



P: 817.284.9400
F: 817.589.9993

7636 Pebble Drive
Fort Worth, Texas 76118





7636 Pebble Drive
Fort Worth, Texas 76118
Tel: (817) 284-9400 Fax: (817) 589-9993

City of Burleson
Estimate No. 24-106
July 12, 2024

**ESTIMATE
CONSTRUCTION MATERIALS TESTING SERVICES FOR
BURLESON BP WEST SIDE SEWER
BURLESON, TEXAS**

<u>DESCRIPTION</u>	<u>NO</u>	<u>FEE</u>	<u>UNIT</u>	<u>AMOUNT</u>
<u>Earthwork</u>				
Lab Molded Soil-Cement Strength Specimens and Testing (Min. 3/Set)	0	\$ 320.00	set	\$ -
Moisture/Density Relations Soil-Cement (ASTM D558)	21	\$ 311.00	each	\$ 6,531.00
Moisture/Density Relations (ASTM D698)	19	\$ 207.00	each	\$ 3,933.00
Oversize Rock Correction (ASTM D4718)	0	\$ 154.50	each	\$ -
Liquid & Plastic Limit (ASTM D4318-B)	19	\$ 72.00	each	\$ 1,368.00
Laboratory Sieve Analysis (ASTM C117, D1140)	19	\$ 82.00	each	\$ 1,558.00
Laboratory Sieve Analysis (ASTM C136)	19	\$ 98.50	each	\$ 1,871.50
Earthwork Observation/Testing Including all Non-Test Pit				
In-Place Moisture/Density Testing by ASTM D6938 (Min. 4 Hours/Trip)	2500	\$ 85.50	hour	\$ 213,750.00
Additional Fee-Test Pit In-Place Moisture/Density Testing	0	\$ 18.00	each	\$ -
Nuclear Density Gauge Fee (Daily)	208	\$ 54.00	each	\$ 11,232.00
Vehicle Trip Charge	208	\$ 81.00	trip	\$ 16,848.00
Estimated Total for Earthwork Services:				<u>\$ 257,091.50</u>
<u>Concrete Observation/Testing</u>				
Concrete Test Cylinders (ASTM C31/39 - 4" x 8" - Min. 5/Set)	200	\$ 25.00	each	\$ 5,000.00
Concrete Testing Technician (Min. 4 hours/trip)	156	\$ 59.50	hour	\$ 9,282.00
Reinforcing Steel Observation without Testing (Min. 4 Hours/Trip)	0	\$ 80.00	hour	\$ -
Cylinder Pick Up	8	\$ 236.00	each	\$ 1,888.00
Vehicle Trip Charge	47	\$ 81.00	trip	\$ 3,807.00
Estimated Total for Concrete Observation/Testing Services:				<u>\$ 19,977.00</u>



7636 Pebble Drive
Fort Worth, Texas 76118
Tel: (817) 284-9400 Fax: (817) 589-9993

City of Burleson
Estimate No. 24-106
July 12, 2024

**ESTIMATE
CONSTRUCTION MATERIALS TESTING SERVICES FOR
BURLESON BP WEST SIDE SEWER
BURLESON, TEXAS**

<u>DESCRIPTION</u>	<u>NO</u>	<u>FEE</u>	<u>UNIT</u>	<u>AMOUNT</u>
<u>Hourly Office Services</u>				
Senior Geotechnical Engineer (1.0 Hour Min Charge)	0	\$ 168.00	hour	\$ -
Project Manager - Initial Project Setup	2	\$ 113.00	hour	\$ 226.00
Senior Engineering Technician (Min. 4 Hours/Trip)	0	\$ 98.50	hour	\$ -
Clerical Staff	0	\$ 81.50	hour	\$ -
Same-day Insufficient Notice Fee	0	\$ 290.00	each	\$ -
Estimated Total for Hourly Services:				<u>\$ 226.00</u>

Estimated Total for Above Testing and Observation Services:

\$ 277,294.50

Notes:

1. Project Management fees will be charged as follows: 2 hours for initial project setup, foundation reconciliation at 3 minutes per pier, compliance review and statement of same at 3 minutes per report with a 1 hour minimum, post-tensioning compliance review at 0.50 hours per page with a 1.0 hour minimum and a 79G/house pad compliance report review and letter at 10 minutes per lot, if CMJ is informed at the start of this project of this need. Should the client choose not to sign CMJ's agreement and instead request CMJ to sign the client's contract, any time spent reviewing/revising client's contract will be billed at the above listed project management hourly rate. All other services that would be requested of a project manager will be billed as same. All compliance letter requests shall be made with sufficient notice to allow for a minimum of 10 businesses to complete the required report reviews and letter completion.
2. Overtime rates of 1.5 times the regular rate will be charged for hours worked or services performed over eight (8) hours per day or before 7:00 a.m. and/or after 5:00 p.m. Monday thru Friday. All lab and field services performed on Saturday, will be billed at 1.5 times the regular rate and will be billed at 2.0 times the regular rate for Sundays and recognized holidays.
3. All laboratory test fees are F.O.B. our laboratory. Engineering technician minimums and vehicle trip charges will apply to all trips to the job-site including sample pickups and specimen pickups.
4. A minimum amount of technician time and a vehicle trip charge will be billed for each call out, sample pickup or specimen pickup unless noted otherwise. Technician time is charged portal-to-portal from our Fort Worth office.
5. 4"x8" concrete compression test specimens will be used per ACI 318 requirements unless instructed otherwise.
6. Structural steel observation at fabrication shop fees based on facilities located in the Dallas-Fort Worth metroplex area.
7. Additional tests not specified in this fee schedule will be quoted upon request, or based on our current fee schedule.
8. Vehicle trip charge in excess of 25 miles from CMJ's office will be based on \$1.35/mile plus tolls, portal-to-portal our office.
9. Specimen collection fees as stated are either project specific or based on a maximum of 25 miles from CMJ.
10. All same-day service requests will be charged a minimum \$290 insufficient notice fee or actual rescheduling costs if greater.
11. All test-pit moisture-density testing will be charged a \$18.00 fee for each test in addition to standard hourly fee.
12. CMJ will not supervise or direct work that is performed by the contractor or subcontractors and is not responsible for their means and methods utilized or the resultant outcome of their efforts.

TERMS FOR CONSTRUCTION MATERIALS TESTING SERVICES**THE AGREEMENT**

This AGREEMENT is made by and between CMJ ENGINEERING, INC., hereinafter referred to as CMJ, and the City of Burleson, hereinafter referred to as CLIENT.

The AGREEMENT between the parties consists of these TERMS, the attached ESTIMATE identified as ESTIMATE No. 24-106 dated July 12, 2024, and any exhibits or attachments noted in the ESTIMATE. Together, these elements will constitute the entire AGREEMENT superseding any and all prior negotiations, correspondence, or agreements either written or oral. Any changes to this AGREEMENT must be mutually agreed to in writing.

STANDARD OF CARE

CLIENT recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by CMJ will be based solely on information available to CMJ. CMJ is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.

Services performed by CMJ under this AGREEMENT are expected by CLIENT to be conducted in a manner consistent with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license. (this is called the "Standard of Care"). The Standard of Care shall solely govern CMJ's performance of the Services. Under no circumstance is any warranty, expressed or implied, made in connection with the providing of CMJ's services.

SITE ACCESS AND SITE CONDITIONS

CLIENT will grant or obtain free access to the site for all equipment and personnel necessary for CMJ to perform the work set forth in this AGREEMENT. CLIENT will notify any and all possessors of the project site that CLIENT has granted CMJ free access to the site. CMJ will take reasonable precautions to minimize damage to the site, but it is understood by CLIENT that, in the normal course of work, some damage may occur and the correction of such damage is not part of this AGREEMENT unless so specified in the ESTIMATE.

CLIENT is responsible for accurately delineating the locations of all subterranean structures and utilities. CMJ will take reasonable precautions to avoid known subterranean structures, and CLIENT waives any claim against CMJ arising from damage done to subterranean structures and utilities not identified or accurately located.

SAMPLE DISPOSAL

CMJ will retain samples transported to the geotechnical laboratory for testing for a period of thirty (30) days following submission of the report covering those samples. Further storage or transfer of samples can be made at CLIENT'S expense upon CLIENT'S prior written request.

MONITORING

If CMJ is retained by CLIENT to provide a site representative for the purpose of monitoring specific portions of construction work or other field activities as set forth in the ESTIMATE, then this phrase applies. For the specified assignment, CMJ will report observations and professional opinions to CLIENT. No action of CMJ or CMJ'S site representative can be construed as altering any AGREEMENT between CLIENT and others. CMJ will report to CLIENT any observed geotechnically-related work which, in CMJ'S professional opinion, does not conform with plans and specifications. The CMJ has no right to reject or stop work of any agent of the CLIENT. Such rights are reserved solely for CLIENT. Furthermore, CMJ'S presence on site does not in any way guarantee the completion or quality of the performance of the work of any party retained by CLIENT to provide field or construction-related services.

CMJ will not be responsible for and will not have control or charge of specific means, methods, techniques, sequences or procedures of construction or other field activities selected by any agent or agreement or CLIENT, or safety precautions and programs incident thereto.

BILLING AND PAYMENT

CLIENT will pay CMJ in accordance with the procedures indicated in the ESTIMATE and its attachments. Invoices will be submitted to CLIENT by CMJ, and will be due and payable upon presentation. If CLIENT objects to all or any portion of any invoice, CLIENT will so notify CMJ in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice not in dispute. In the absence of written notification described above, the amount as stated on the invoice will be paid.

Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. At the option of the CMJ, CLIENT will pay an additional charge of one-and-one-half (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, except for any portion of the invoiced amount in dispute and resolved in favor of CLIENT. Disputed amounts withheld by the client which are subsequently resolved in favor of the CMJ will carry the additional charge, as described above, effective thirty (30) days from the date of the original invoice. In the event CLIENT fails to pay CMJ within sixty (60) days after invoices are rendered, CLIENT agrees that CMJ will have the right to consider the failure to pay the CMJ's invoice as a breach of this AGREEMENT.

This AGREEMENT may be terminated by either party seven (7) days after written notice in the event of any breach of any provision of this AGREEMENT or in the event of substantial failure of performance by the other party, or if CLIENT suspends the work for more than three (3) months. In the event of termination, CMJ will be paid for services performed prior to the date of termination plus reasonable termination expenses, including, but not limited to the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

NON-SOLICITATION OF CMJ ENGINEERING AND TESTING, INC. EMPLOYEES, CLIENTS, and PROSPECTS

~~CLIENT recognizes CMJ's legitimate interest in protecting CMJ's relationships with its employees. Accordingly, CLIENT agrees that, during the CLIENT's engagement with CMJ, CLIENT shall not engage in any conduct which could in any way jeopardize or disturb any relationship of CMJ with any employee. CLIENT further agrees that CLIENT shall not, at any time during the Term of this Agreement and for a period of twelve (12) months following the termination of the Agreement (i) directly or indirectly, solicit, attempt to solicit, induce, offer employment to, hire, or otherwise retain any individual employed with CMJ during the aforementioned period~~

INJUNCTIVE RELIEF

CLIENT recognizes that the rights and privileges granted to CLIENT by this agreement and CLIENT's corresponding obligations to CMJ are of a special, unique and extraordinary character, the loss of which may not be reasonably or adequately compensated for in damages in any action at law. Accordingly, CLIENT understands and agrees that CMJ shall be entitled to seek equitable relief, including a temporary restraining order and preliminary and permanent injunctive relief, to prevent a breach of any other section in this Agreement. This entitlement shall not be construed as limiting CMJ's remedies at law or in equity.

RISK ALLOCATION

Many risks potentially affect CMJ by virtue of entering into this AGREEMENT to perform professional engineering services on behalf of CLIENT. The principal risk is the potential for human error by CMJ. For CLIENT to obtain the benefit of a fee which includes a nominal allowance for dealing with CMJ'S liability, CLIENT agrees to limit CMJ'S liability to CLIENT and to all other parties for claims arising out of CMJ'S performance of the services described in this AGREEMENT. The aggregate liability of CMJ will not exceed the amount of the CMJ'S fee for negligent professional acts, errors, or omissions.

Limitations on liability and indemnities in this AGREEMENT are business understandings between the parties voluntarily and knowingly entered into, and shall apply to all theories of recovery including, but not limited to breach of contract, warranty, tort (including negligence), strict or statutory liability, or any other cause of action, except for willful misconduct or gross negligence. The parties also agree that CLIENT will not seek damages in excess of the limitations indirectly through suits with other parties who may join CMJ as a third-party defendant. Parties means CLIENT and CMJ and their officers, employees, agents, affiliates, and subcontractors.

Both CLIENT and CMJ agree that they will not be liable to each other, under any circumstances, for special, indirect, consequential, or punitive damages arising out of or related to this AGREEMENT.

DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

CLIENT represents that CLIENT has made a reasonable effort to evaluate if hazardous materials are on or near the project site, and that CLIENT has informed CMJ of CLIENT's findings relative to the possible presence of such materials.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. CMJ and CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. CMJ and CLIENT also agree that the discovery of unanticipated hazardous materials may make it necessary for CMJ to take immediate measures to protect health and safety. CLIENT agrees to compensate CMJ for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

CMJ agrees to notify CLIENT when unanticipated hazardous materials or suspected hazardous materials are encountered. CLIENT agrees to make any disclosures required by law to the appropriate governing agencies. CLIENT also agrees to hold CMJ harmless for any and all consequences of disclosures made by CMJ which are required by governing law. In the event the project site is not owned by CLIENT, CLIENT recognizes that it is CLIENT'S responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

Notwithstanding any other provision of the AGREEMENT, CLIENT waives any claim against CMJ arising from CMJ'S discovery of unanticipated hazardous materials or suspected hazardous materials, including, but not limited to, any costs created by delay of the project and any cost associated with possible reduction of the property's value.

CLIENT will be responsible for ultimate disposal of any samples secured by CMJ which are found to be contaminated. This includes any soil or rock cuttings, and contaminated drilling or wash water which is generated as a consequence of drilling activities.

INDEMNIFICATION

To the extent permitted by law, and subject to the limitations as to liability and damages provided by law, and without waiving its governmental immunity CLIENT shall indemnify and hold harmless CMJ, its officers, directors, agents, and employees from and against all claims (including negligence), damages, losses, and expenses, including but not limited to reasonable and necessary attorney’s fees, arising out of or related to the work or services of the CLIENT or its agents, employees, consultants and contractors of any tier or any third party under the client’s control. Notwithstanding the foregoing, except for claims for bodily injury or death of the CLIENT, its agents, or its subcontractors of any tier, CLIENT shall not be required to indemnify or hold harmless CMJ against a claim caused by negligence or fault, the breach or violation of a statute, ordinance, governmental regulation, standard, or rule, or the breach of contract by CMJ, its agents or employees, or any third party under CMJ’s control, other than the client or its agent, employee, or subcontractor of any tier.

DISPUTE RESOLUTION

All claims, disputes, and other matters in controversy between CMJ and CLIENT arising out of or in any way related to this AGREEMENT will be submitted to "alternative dispute resolution" (ADR) before and as a condition precedent to other remedies provided by law. If and to the extent CLIENT and CMJ have agreed on methods for resolving such disputes, then such methods will be set forth in the "Alternative Dispute Resolution Agreement" which, if attached, is incorporated into and made a part of this AGREEMENT. If no specific ADR procedures is set forth in this AGREEMENT, then it shall be understood that the parties shall submit disputes to mediation as a condition precedent to litigation.

If a dispute at law arises from matters related to the services provided under this AGREEMENT and that dispute requires litigation instead of ADR as provided above, then:

- (1) the claim will be brought and tried in judicial jurisdiction of the court of the county where CMJ's principal place of business is located and CLIENT waives the right to remove the action to any other county or judicial jurisdiction, and
- (2) the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, and other claim related expenses.

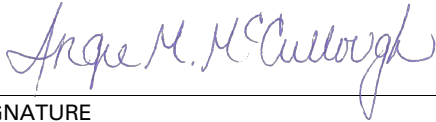
GOVERNING LAW AND SURVIVAL

The law of the State of Texas will govern the validity of these TERMS, their interpretation and performance.

If any of the provisions contained in this AGREEMENT are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of this AGREEMENT for any cause.

* * *

The parties have read the foregoing, understand completely the terms, and willingly enter into this AGREEMENT which will become effective on the date signed below by CLIENT.

CLIENT COMPANY NAME	CMJ ENGINEERING, INC.
CLIENT SIGNATURE	
CLIENT PRINTED NAME	ANGIE M. MCCULLOUGH
POSITION	Vice President
DATE	July 12, 2024

**City of Burleson
Addendum to Vendor's Contract
Additional Provisions**

CMJ ENGINEERING, INC.

7636 PEBBLE DRIVE, FORT WORTH, TX 76118

The City of Burleson, Texas ("City") and the Vendor are this day entering into a contract for and, for the mutual convenience, the parties are using the standard contract and/or purchase order form provided by Vendor (the "Vendor's Contract Form").

This Addendum ("Addendum"), duly executed by the parties, is incorporated into the Vendor's Contract Form and made an integral part thereof. This Addendum and the Vendor's Contract Form shall be referenced to hereafter collectively as the "Agreement".

In the event of a conflict between any provision in this Addendum and any other provision in the Agreement or any other exhibit to the Agreement, the terms provided in this Addendum shall govern and control.

Additional Provisions

1. Limitation of Vendor's Contract Form. The Vendor's Contract Form is, with the exceptions noted herein, generally acceptable to City. Nonetheless, because certain standard clauses that may appear in the Vendor's Contract Form cannot be accepted by City, because of its status as a political subdivision of the State of Texas, and in consideration for the convenience of using provisions in the Vendor's Contract Form instead of negotiating a separate contract document, the parties agree that none of the provisions listed below, if they appear in the Vendor's Contract Form, shall have any effect or be enforceable against City:
 - i. Requiring City to maintain any type of insurance either for City's benefit or for the Vendor's benefit.
 - ii. Renewing or extending the Agreement beyond the contract term or automatically continuing the contract period from term to term.
 - iii. Requiring or stating the terms of the Vendor's Contract Form shall prevail over the terms of this Addendum in the event of conflict.
 - iv. Requiring the application of the law of any state other than Texas in interpreting or enforcing the Agreement, or resolving any dispute under the Agreement. The Agreement and the obligations of the parties shall be construed and enforced in accordance with the laws of the State of Texas.
 - v. ~~Releasing the Vendor or any other entity or person from its legal liability, or limiting liability, for unlawful or negligent conduct or failure to comply with any duty recognized or imposed by applicable law.~~
 - vi. Requiring any total or partial compensation or payment for lost profit or liquidated damages by City if the Agreement is terminated before the end of the contract term.
 - vii. Changing the time period within which claims can be made or actions can be brought under the laws of the State of Texas.
 - viii. Binding City to any arbitration provision or to the decision of any arbitration board, commission, panel or other entity.

- ix. Obligating City to pay costs of collection or attorneys' fees.
 - x. Requiring City to provide warranties.
 - xi. ~~Obligating City to indemnify, defend or hold harmless any party.~~ * See change on Page 4
 - xii. Granting a security interest in City's property or placing a lien on City's property.
2. Payment Terms. Payment will be made upon submittal and approval of a valid invoice. City shall make payment in accordance with Chapter 2251 of the Texas Government Code. It is the policy of the City to make payment on a properly prepared and submitted invoice within thirty (30) days of the latter of any final acceptance of performance or the receipt of a properly submitted invoice.
 3. Applicable Law; Venue. This Agreement is subject to and governed by the laws of the State of Texas. Any disputes arising from or relating to this Agreement shall be resolved in a court of competent jurisdiction located in Johnson County, Texas, or the federal courts for the United States for the Northern District of Texas. The parties hereto irrevocably waive any right to object to the jurisdiction of such courts in any dispute arising from or relating to this Agreement.
 4. Tax Exempt Status. As a political subdivision of the State of Texas, City is tax exempt in the State of Texas. Tax exemption certification will be furnished upon request.
 5. Termination Due to Lack of Appropriations. If City should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the equipment or services set forth in this Agreement, City may unilaterally terminate this Agreement effective on the final day of the fiscal year through which City has funding. City will make every effort to give Vendor at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, City will pay Vendor for all undisputed fees and expenses related to the equipment and/or services City has received, or Vendor has incurred or delivered, prior to the effective date of termination.
 6. No Waiver of Governmental Immunity. The Vendor expressly acknowledges City is a political subdivision of the State of Texas and nothing in the Agreement will be construed as a waiver or relinquishment by City of its right to claim such exemptions, privileges, and immunities as may be provided by law. Neither the execution of the Agreement by City nor any other conduct, action, or inaction of any representative of City relating to the Agreement constitutes or is intended to constitute a waiver of City's sovereign immunity to suit.
 7. Public Information. Vendor acknowledges that City is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. The City's compliance with the Texas Public Information Act shall not violate the Agreement. Upon City's written request, Vendor will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of City. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and the Vendor agrees that the Agreement can be terminated if the Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

8. Entire Agreement. This Agreement constitutes the entire agreement between the parties and may not be waived or modified except by a written agreement signed by the parties.
9. Savings Clause. If a court of competent jurisdiction finds any provision of this Agreement illegal, ineffective or beyond contractual authority of either party, then the offending provision will be stricken and the remainder of the agreement between the parties will remain in effect.
10. Conflicts Of Interest. By executing this Agreement, Vendor and each person signing on behalf of Vendor certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of City Council, city manager, deputy city manager, city secretary, department heads, or deputy department heads of the City has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof, in violation of Section 132 of the Home Rule Charter of the City.
11. Anti-Boycotting Provisions. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
 - i. Pursuant to Section 2271.002 of the Texas Government Code, Vendor certifies that either (i) it meets an exemption criterion under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the Agreement. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
 - ii. Pursuant to SB 13, 87th Texas Legislature, Vendor certifies that either (i) it meets an exemption criterion under SB 13, 87th Texas Legislature; or (ii) it does not boycott energy companies, as defined in Section 1 of SB 13, 87th Texas Legislature, and will not boycott energy companies during the term of the Agreement. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
 - iii. Pursuant to SB 19, 87th Texas Legislature, Vendor certifies that either (i) it meets an exemption criterion under SB 19, 87th Texas Legislature; or (ii) it does not discriminate against a firearm entity or firearm trade association, as defined in Section 1 of SB 19, 87th Texas Legislature, and will not discriminate against a firearm entity or firearm trade association during the term of the Agreement. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
12. Vendor Certification Regarding Business With Certain Countries And Organizations. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Vendor certifies Vendor (1) is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
13. Relationship of the Parties. The parties agree that in performing their responsibilities under this Agreement, they are in the position of independent contractors. This Agreement is not intended to create, does not create, and shall not be construed to create a relationship of employer-employee. Vendor, Vendor's employees, and anyone else working at Vendor's direction is an independent contractor and not an employee or servant of the City. Nothing in this Agreement is intended to or shall be construed in any manner as creating or establishing the relationship of employer-employee between Vendor, Vendor's employees, and anyone else

working at Vendor’s direction. Vendor, Vendor’s employees, and anyone else working at Vendor’s direction shall at all times remain an independent contractor with respect to the service to be performed under this Agreement.

- 14. Survival. The terms of this Addendum shall survive any closing or termination of the Agreement.
- 15. No Indemnification by City. The Parties expressly acknowledge that the City’s authority to indemnify and hold harmless any third party is governed by Article XI, Section 7 of the Texas Constitution, and any provision that purports to require indemnification by the City is invalid. Nothing in this Agreement requires that the City incur debt, assess, or collect funds, or create a sinking fund.
- 16. Conflict. In the event of a conflict between any provision in this Addendum and any other provision in the Agreement or any other exhibit to the Agreement, the terms provided in this Addendum shall govern and control.
- 17. Counterparts; PDF Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any pdf-format or other electronic transmission of any signature of a signatory shall be deemed an original and shall bind such signatory.

IN WITNESS WHEREOF, the parties have caused this Addendum to be duly executed, intending thereby to be legally bound.

City of Burleson, Texas:

By: _____

Name: _____

Title: _____

Date: _____

CMJ ENGINEERING, INC.

DocuSigned by:
By: Angie McCullough
0A148FDTCBFA4CE...

Name: Angie McCullough

Title: Vice President

Date: 8/2/2024

*** xi. Obligating City to release and hold harmless**
To the extent permitted by law, and subject to the limitations as to liability and damages provided by law, and without waiving its governmental immunity CLIENT shall release CMJ, its officers, directors, agents, and employees from and against all claims (including negligence), damages, losses, and expenses, including but not limited to reasonable and necessary attorney’s fees, arising out of or related to the work or services of the CLIENT or its agents, employees, consultants and contractors of any tier or any third party under the client’s control. Notwithstanding the foregoing, except for claims for bodily injury or death of the CLIENT, its agents, or its subcontractors of any tier, CLIENT shall not be required to release CMJ against a claim caused by negligence or fault, the breach or violation of a statute, ordinance, governmental regulation, standard, or rule, or the breach of contract by CMJ, its agents or employees, or any third party under CMJ’s control, other than the client or its agent, employee, or subcontractor of any tier.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

CMJ Engineering and Testing, Inc.
Fort Worth, TX United States

Certificate Number:
2024-1189262

Date Filed:
07/18/2024

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Burleson

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

24-106
Construction Materials Testing Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Angie M. McCullough, and my date of birth is May 31.

My address is 7636 Pebble Drive, Fort Worth, TX, 76118, Tarrant.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County, State of Texas, on the 18 day of July, 2024.
(month) (year)

Angie M. McCullough

Signature of authorized agent of contracting business entity
(Declarant)

City Council Regular Meeting

DEPARTMENT: Public Works

FROM: Justin Scharnhorst, Deputy Director of Public Works

MEETING: August 5, 2024

SUBJECT:

Consider approval of a service contract with Reliable Paving, Inc. through Inter-local Purchasing Agreement with Tarrant County for Concrete Repair Services in the amount of \$175,000. *(Staff Contact: Justin Scharnhorst, Deputy Director of Public Works)*

SUMMARY:

As part of the annual street and drainage maintenance and operations, various concrete repairs are carried out. To supplement the City staff in delivering this service, concrete service contracts are crucial. The repairs assigned to contractors are closely monitored by City staff. This monitoring ensures that the workmanship meets the applicable standards and verifies the actual quantities for payment in accordance with the contract terms.

Tarrant County conducted an open procurement that resulted in a contract award to Reliable Paving, Inc. of Arlington, TX, in January 2022. The original term was 12 months with two renewal options. The second renewal option was exercised in December 2023 and maintains the original fixed prices and hourly rates through January 2025.

The proposed contract allows City staff to order \$175,000 in miscellaneous concrete services on-demand to address service requests beyond staff capacity. Funding is included in the current General Fund operating budget for street and drainage maintenance and operations. The City's contract will run concurrently with the Tarrant County contract through January 2025.

The City of Burleson chose to participate in this cooperative purchasing contract in May 2023. Since then, staff has utilized the spend approval and is now requesting additional capacity. This additional capacity will enable the City to encumber up to an extra \$175,000 through the term of the contract, which expires in January of 2025 with Tarrant County.

RECOMMENDATION:

Approve the contract as presented

PRIOR ACTION/INPUT (Council, Boards, Citizens):

N/A

REFERENCE:

CSO#5105-05-2023

Approved: 5.15.2023

FISCAL IMPACT:

Fund Name: General Fund

Fund Acct. #: 1013004-63003

Amount: \$175,000

STAFF CONTACT:

Name: Justin Scharnhorst

Title: Deputy Director of Public Works

jscharnhorst@burlesontx.com

817-426-9646



Concrete Repair Contract

PRESENTED TO THE CITY COUNCIL

AUGUST 5, 2024

Specification

- Annual street and drainage maintenance include various concrete repairs
- Concrete service contracts are an important supplement to City staff in order to deliver services
- Repairs assigned to contractors are monitored by City staff to ensure workmanship per applicable standards and to verify actual quantities for payment in accordance with contract
- Scope includes:
 - Minor Road Repair
 - Erosion Control
 - Drainage Flumes
 - Miscellaneous Concrete Items



Inter-Local Agreements and Cooperative Purchasing

- State Law authorizes local governments to participate in cooperative purchasing Inter-Local agreements and establish agreement participating agencies
- Tarrant County Contract:
 - Open procurement resulted in contract award to Reliable Paving, Inc. of Arlington, TX in January 2022
 - Original term was 12 months with two renewal option
 - Over seven hundred vendors were contacted through the solicitation process
 - Second renewal exercised in December 2023 maintains original fixed prices and hourly rates through January 2025
- Proposed Burleson Contract (Based on Tarrant County Procurement) - \$175,000 through January 2025

Action Requested, Funding, and Schedule

- Action requested:

Approve a cooperative purchase customer agreement with Reliable Paving, Inc. through a cooperative purchasing agreement with Tarrant County

- Funding:

Current General Fund operating budget for streets and drainage maintenance and operations includes funding for this effort.

- Schedule:

These services will be ordered as needed over the course of the contract while a longer-term replacement contract is procured later this year

Questions/Comments



COOPERATIVE PURCHASE CUSTOMER AGREEMENT

This **Cooperative Purchase Customer Agreement** ("**Customer Agreement**") is entered into by and between RELIABLE PAVING, INC. ("**Vendor**") and the **City of Burleson**, ("**Customer**" or "**Authorized Customer**"), a Texas government entity, and a Customer authorized to purchase goods or services pursuant to the Agreement between TARRANT COUNTY a Texas government Entity ("**Cooperative Entity**") and Vendor, **Contract No. 2022-031**, as amended, (the "**Agreement**") with an expiration date of 01/04/2025.

This Customer Agreement includes and shall be governed by the following items which are attached hereto and/or incorporated herein by reference.

- i. The terms and conditions of the Agreement, which are incorporated herein by reference and available online or upon request from Vendor;
- ii. The City of Burleson Standard Terms and Conditions, which are incorporated herein by reference and available at **this link** or upon request from the Customer.
- iii. The attached Vendor Quote/Purchase Order, if applicable;
- iv. The Standard Addendum with the City of Burleson, if applicable

Authorized Customer is eligible and desires to purchase

VARIOUS CONCRETE SERVICES ON AN AS-NEEDED BASIS.

pursuant to the terms and conditions of the Agreement as the Cooperative Entity may specify from time to time, as well as the terms and conditions of this Customer Agreement. To ensure goods and services are provided directly to the Customer, the Cooperative Entity will only be responsible for services provided to the Cooperative Entity will not be responsible for payments for services provided to the Customer.

The Authorized Customer agrees to the terms and conditions of the Agreement as applicable and as authorized by law. The Authorized Customer hereby agrees that it is separately and solely liable for all obligations and payments for equipment, products and services provided hereunder. Vendor agrees that Customer shall be entitled to the same rights and protections under the law afforded to the Cooperative Entity under the Agreement, as applicable, as if Customer had entered into the Agreement. Except in the event of gross negligence or intentional misconduct, Customer's liability shall not exceed the amount paid by Customer under this Customer Agreement for the proceeding twelve (12) month period. Vendor agrees that until the expiration of three (3) years after final payment under this Customer Agreement, or the final conclusion of any audit commenced during the said three years, Customer, or Customer's designated representative, shall have access to and the right to audit at reasonable times, all records, hard copy or electronic, involving transactions relating to this Customer Agreement necessary to determine compliance herewith, at no additional cost to the Customer. Vendor agrees that the Customer shall have access to such records during normal business hours. Customer shall provide Vendor with reasonable advance notice of any intended audits.

Purchase Price - Payments under this Customer Agreement are in the amount of ONE HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS ("**Purchase Price**").

Term - The Term of this Customer Agreement ("**Term**") shall be for one of the following as selected below (Select the type of contract that applies):

☐ **Single Purchase Contract** -The Term shall not exceed one (1) year, unless acknowledged in writing by both parties, and this Customer Agreement shall be for the purchase of goods or services as specified and quoted by the Vendor, and the Purchase Price shall not exceed the budgeted amount for Customer's current fiscal year for the applicable goods and services.

☒ **Supply / As Needed Contract** -The Term shall be effective upon execution and shall expire on January 4, 2025. This Customer Agreement shall be for multiple purchases of goods or services on an as needed basis, from the same vendor under the same contract, and shall not exceed the budgeted amount for Customer's current fiscal year for the applicable goods and services.

☐ **Multi-Year Contract** -The Term shall be for two (2) year(s) expiring on _____. This Customer Agreement may be renewed for two one- year renewals . Customer Agreement shall be with a single vendor for products and services. If the amount of expenditures under this Multi-Year Contract equals or exceeds \$50,000 in the aggregate, City Council approval is required. In the event the City does not appropriate sufficient funds to make payments during the current or any subsequent year, the City shall have the right to terminate this Multi-Year Contract at the end of any such fiscal year without penalty. If the price of any individual project under this contract exceeds \$50,000 a performance bond is required. If the individual project price exceeds \$100,000 both performance and payment bonds are required.

☐ **Emergency Purchase** - Purchases that are necessary to address a public calamity, because of unforeseen damage to property, or to protect the public health or safety where the City's ability to serve the public would be impaired if the purchase were not made immediately. Emergency purchases must meet the requirements of Local Government Code 252.022, and must be ratified by City Council if the purchase is \$50,000 or more.

(Standard Addendum - Select if Vendor has additional terms and conditions that apply to this purchase)

☐ **Standard Addendum with the City of Burleson, Texas** - If this purchase contains additional terms and conditions from the Vendor, other than those set forth in the Agreement, the Vendor shall agree to the Standard Addendum with the City of Burleson, Texas. Such applicable terms and conditions as set forth in the Standard Addendum shall supersede any conflicting terms of the Vendor's terms and conditions, and such Standard Addendum shall control. The Standard Addendum is incorporated herein by reference and **available online** or by request and made a part of this Customer Agreement for all purposes.

The undersigned represents and warrants that he/she has the power and authority to execute this Customer Agreement, bind the respective party, and that the execution and performance of this Customer Agreement has been duly authorized by the respective party. This Customer Agreement, and any amendment hereto, may be executed in counterparts, and electronically signed, scanned, digitally signed and sent via electronic mail and such signatures shall have the same effect as original manual signatures.

Each party has caused this Customer Agreement to be executed by its duly authorized representative on this the 5TH day of AUGUST 2024 .

CITY OF BURLESON

By: _____

Name: _____

Title: _____

Date: _____

VENDOR RELIABLE PAVING, INC.

By: [Signature]

Name: CHARLES M. LONZ

Title: C.E.O.

Date: 7/17/2024

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2024-1185260

Date Filed:
07/09/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Reliable Paving, Inc
Arlington, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Burleson

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2022-031
Various Concrete Services on an As-Needed Basis

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Reliable Paving Inc	Arlington, TX United States	X	
	Long, Charles	Arlington, TX United States	X	
	Hixson, Mark	Arlington, TX United States		X
	Correa, Jose	Arlington, TX United States		X
	Larson, Erica	Arlington, TX United States		X
	Donaldson, Pam	Arlington, TX United States		X

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Pam Donaldson, and my date of birth is [REDACTED].

My address is 1903 N. Peyco (street), Arlington (city), TX (state), 76001 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County, State of Texas, on the 9 day of July, 20 .
(month) (year)

Pam Donaldson, Vice President

Signature of authorized agent of contracting business entity
(Declarant)



COMMISSIONERS COURT COMMUNICATION

REFERENCE NUMBER 141889

PAGE 1 OF 9

DATE: 10/03/2023

**SUBJECT: BID NO. 2022-031 - ANNUAL CONTRACT FOR VARIOUS
CONCRETE SERVICES - COUNTYWIDE - RELIABLE PAVING,
INC. - EXERCISE SECOND AND FINAL OPTION FOR RENEWAL -
SAME FIRM FIXED PRICES AND HOURLY RATE**

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court approve renewal of Bid No. 2022-031, Annual Contract for Various Concrete Services, for the second and final optional twelve (12) month period at the same firm fixed prices and hourly rate.

BACKGROUND

On January 4, 2022, the Commissioners Court, through Court Order #137181, awarded Bid No. 2022-031, Annual Contract for Various Concrete Services, Countywide, to Reliable Paving, Inc.

The award was based upon low bid meeting specifications and contained options to renew for two (2) additional twelve (12) month periods.

On December 6, 2022, the Commissioners Court, through Court Order #139852, approved the first renewal option.

The vendor notified Purchasing in writing that their prices will remain firm through January 4, 2025. Facilities Management notified Purchasing in writing that they are pleased with the vendor and want to renew.

This contract is utilized for various concrete services countywide, including but not limited to headwalls, wing walls, safety end treatment, curbs, gutters, medians, sidewalks, barrier-free ramps, and driveways. The contract includes pouring concrete in new locations as well as the demolition, removal and disposal of existing concrete surfaces and replacement with new concrete services as needed.

Therefore, it is the joint recommendation of Facilities Management and Purchasing that the Commissioners Court approve the renewal of Bid No. 2022-031, Annual Contract for Various Concrete Services, for another twelve (12) month period.

SUBMITTED BY:	Purchasing	PREPARED BY: APPROVED BY:	Gwen Peterson, C.P.M., A.P.P. Chris Lax, CPSM, CPSD, CPCP
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COMMISSIONERS COURT COMMUNICATION

REFERENCE NUMBER: _____ DATE: 10/03/2023 PAGE 2 OF 9

FISCAL IMPACT

Expenses for last year were approximately \$290,071.50. The County's future cost will be determined by services provided on an as-needed basis. Funding is available in account 532011/10000-2024/Various Cost Centers.



TAKINGS IMPACT ASSESSMENT CHECKLIST

Complete this form for any county action that involves the adoption of a regulation, policy, guideline, court resolution, or order.

Project/Regulation Name: Bid No. 2022-031 - Annual Contract for Various Concrete Services - Countywide - Reliable Paving, Inc. - Exercise Second and Final Option for Renewal - Same Firm Fixed Prices and Hourly Rate

County Department: PURCHASING

Contact Person: Melissa Lee, C.P.M., A.P.P.

Phone Number for Contact Person: (817) 884-3245

Type of TIA Performed: SHORT TIA or FULL TIA. Circle one after answering the questions in Sections II and III below.

I. Stated Purpose

Attach to this checklist an explanation of the purpose of the regulation, policy, guideline, court resolution, or order.

Note: The remainder of this Takings Impact Assessment Checklist should be completed in consultation with the Criminal District Attorney's Office.

II. Potential Effect on Private Real Property

1. Does the county action require a physical invasion, occupation, or dedication of real property?

Yes _____ No ✓

2. Does the county action limit or restrict a real property right, even partially, or temporarily?

Yes _____ No ✓

If you answered yes to either question, go to Section III. If you answered no to both, STOP HERE and circle SHORT TIA at the top of the form.



TARRANT COUNTY PURCHASING DEPARTMENT

100 E. Weatherford St. #303 • Fort Worth, TX 76196 • (817) 884-1414 • (817) 884-2629 (Fax)

Melissa Lee, C.P.M., A.P.P.
Purchasing Agent

Chris Lax, CPSM, CPSD, CPCP
Assistant Purchasing Agent

August 17, 2023

Charles N. Long, President
Reliable Paving, Inc.
1903 North Payne
Arlington, TX 76001
caleb@reliablepaving.com

Re: RFB No. 2022-031 – Annual Contract for Various Concrete Services

Dear Mr. Long,

Referenced bid was for twelve (12) months with two (2) options to renew for additional twelve (12) months each. The original contract was for the period of January 5, 2022, through January 4, 2023. The effective dates for the second and final renewal option will commence January 5, 2024 and expire on January 4, 2025.

Tarrant County Purchasing Department hereby extends an invitation Reliable Paving, Inc. to accept the first option for an additional one (1) year period as the primary vendor for this bid as awarded on January 4, 2022. Reliable Paving, Inc. acknowledges formal renewal of the option, and any contract is contingent upon review and approval by the Tarrant County Commissioner's Court at a later date. Please mark the appropriate response below and provide your signature above your printed name. All prices must remain firm for the optional renewal period through January 4, 2025.

☒ Yes, Reliable Paving, Inc. will accept the offer to extend the same contract pricing and discounts through January 4, 2025. Please include a current 1295 Form with your response.

☐ No, Reliable Paving, Inc. will NOT accept the offer to extend the same contract pricing and discounts through January 4, 2025.

Are any other governmental entities currently utilizing this contract? ☒ Yes ☐ No
If yes, please return a listing of the participating entities with this letter.

Please fax or email your signed response.

Respectfully signed,

Gwen Peterson
Gwen Peterson, Senior Buyer
Tarrant County Purchasing, Construction
817-884-1145

Charles N. Long
Charles N. Long, President
Reliable Paving, Inc.
817-467-0779

08/25/23
Date

OTHER GOVERNMENTAL ENTITIES:

- City of Richland Hills
- City of Burleson

Memorandum

To: Michael Amador, Willie Shephard, Chad Rains or Joshua Palmer
Dept: Tarrant County Facilities Management
From: Gwen Peterson, C.P.M., A.P.P., Sr. Buyer, Purchasing Department
Date: August 15, 2023

Re: RFB 2022-031, Annual Contract for Various Concrete Services

The above referenced contract will expire on January 4, 2024. This contract included two (2) options to renew with the vendor for additional twelve (12) month terms. The second and final renewal term would commence January 5, 2024, and would expire January 4, 2025.

If you wish to exercise this option to renew and continue this contract with the vendors listed below for twelve more months, please check the appropriate item and email this form back to me by.

Vendor: Reliable Paving, Inc.



Yes, I wish to continue the current contract with the above-mentioned vendor for the second and final renewal term of the contract.

Funds to support this contract will be provided by the following accounts:

532011/10000-2024/Various Cost Centers



No, I do not wish to continue the current contract with the above-mentioned vendor for the following reason(s).

SIGNATURE: _____

Joshua B. Palmer

DATE: 8/17/23

2022-031 ANNUAL CONTRACT FOR VARIOUS CONCRETE SERVICES

RELIABLE PAVING INC.				Primary	
RELIABLE PAVING INC.				Arlington, TX	
				HUB:	No
				Co-Op:	Yes
				Unit	Ext
Item	Description	Qty			
Section 1					
Head Walls And Wingwalls					
1	HEADWALL, 1 BARRELL 15" TO 30"	10	\$	6,600.00	\$ 66,000.00
2	HEADWALL, 1 BARRELL 36" TO 48"	10	\$	7,800.00	\$ 78,000.00
3	HEADWALL, 1 BARRELL 54" TO 72"	2	\$	10,200.00	\$ 20,400.00
4	HEADWALL, 2 BARRELL 15" TO 30"	4	\$	9,600.00	\$ 38,400.00
5	HEADWALL, 2 BARRELL 36" TO 48"	2	\$	12,000.00	\$ 24,000.00
6	HEADWALL, 2 BARRELL 54" TO 72"	1	\$	18,000.00	\$ 18,000.00
7	HEADWALL, 3 BARRELL 15" TO 30"	3	\$	13,200.00	\$ 39,600.00
8	HEADWALL, 3 BARRELL 36" TO 48"	2	\$	16,800.00	\$ 33,600.00
9	HEADWALL, 3 BARRELL 54" TO 72"	2	\$	26,400.00	\$ 52,800.00
10	HEADWALL, 4 BARRELL 15" TO 30"	2	\$	16,800.00	\$ 33,600.00
11	HEADWALL, 4 BARRELL 36" TO 48"	2	\$	22,800.00	\$ 45,600.00
12	HEADWALL, 4 BARRELL 54" TO 72"	1	\$	31,200.00	\$ 31,200.00
SAFETY END TREATMENT					
13	TYPE II SAFETY END TREATMENT SETP-PD PARALLEL DRAINAGE, 15"-30"	5	\$	6,480.00	\$ 32,400.00
14	TYPE II SAFETY END TREATMENT SETP-PD PARALLEL DRAINAGE, 36"-48"	5	\$	7,800.00	\$ 39,000.00
15	TYPE II SAFETY END TREATMENT SETP-PD PARALLEL DRAINAGE, 54"-72"	5	\$	10,800.00	\$ 54,000.00
16	TYPE II SAFETY END TREATMENT SETP-PD CROSS DRAINAGE, 15"-30"	5	\$	7,600.00	\$ 38,000.00

2022-031 ANNUAL CONTRACT FOR VARIOUS CONCRETE SERVICES

RELIABLE PAVING INC.				Primary	
RELIABLE PAVING INC.				Arlington, TX	
HUB:				No	
Co-Op:				Yes	
Unit				Ext	
Item	Description	Qty			
17	TYPE II SAFETY END TREATMENT SETP-PD CROSS DRAINAGE, 36"-48"	5	\$ 9,800.00	\$	49,000.00
18	TYPE II SAFETY END TREATMENT SETP-PD CROSS DRAINAGE, 54"-72"	5	\$ 16,800.00	\$	84,000.00
MISCELLANEOUS CONCRETE SERVICES					
19	TURNKEY MISC MATERIAL. MISC CONCRETE INSTALLED SHALL BE MEASURED BY CUBIC YARD.	20	\$ 1,380.00	\$	27,600.00
20	LABOR RATES FOR MISCELLANEOUS CONCRETE SERVICES - REGULAR HOURLY RATE, MONDAY-FRIDAY 8:00AM TO 5:00PM	5	\$ 55.00	\$	275.00
21	LABOR RATES FOR MISCELLANEOUS CONCRETE SERVICES - OVERTIME HOURLY RATE, MONDAY-FRIDAY 5:01PM TO 7:59AM	2	\$ 88.00	\$	176.00
22	LABOR RATES FOR MISCELLANEOUS CONCRETE SERVICES - HOURLY RATE, WEEKENDS AND CONTRACTOR RECOGNIZED HOLIDAYS	2	\$ 97.00	\$	194.00
Subtotal Section 1			\$	805,845.00	
23	List Number of Trained Technicians that your firm currently employs:			110	
24	List Maximum Response Time for Standard Call:			10 Days	
25	List Maximum Response Time for Emergency Call:			3 Days	
Section 2					
CURBS AND GUTTERS, MEDIANS, SIDEWALKS, ETC.					
26	CURBS AND GUTTERS	2100	\$ 82.00	\$	172,200.00
27	MEDIANS	500	\$ 13.00	\$	6,500.00
28	SIDEWALK	9000	\$ 9.60	\$	86,400.00

2022-031 ANNUAL CONTRACT FOR VARIOUS CONCRETE SERVICES

RELIABLE PAVING INC.				Primary	
RELIABLE PAVING INC.				Arlington, TX	
				HUB:	No
				Co-Op:	Yes
				Unit	Ext
Item	Description	Qty			
29	BARRIER FREE RAMP	10	\$	3,250.00	\$ 32,500.00
30	DRIVEWAYS	6000	\$	9.80	\$ 58,800.00
31	TOPSOIL	200	\$	8.30	\$ 1,660.00
32	SOD	200	\$	10.00	\$ 2,000.00
33	DEMOLITION, REMOVAL, & DISPOSAL	500	\$	11.00	\$ 5,500.00
MISCELLANEOUS CONCRETE SERVICES					
34	TURNKEY MISC MATERIAL. MISC CONCRETE INSTALLED SHALL BE MEASURED BY CUBIC YARD.	20	\$	590.00	\$ 11,800.00
35	LABOR RATES FOR MISCELLANEOUS CONCRETE SERVICES - REGULAR HOURLY RATE, MONDAY-FRIDAY 8:00AM TO 5:00PM	5	\$	55.00	\$ 275.00
36	LABOR RATES FOR MISCELLANEOUS CONCRETE SERVICES - OVERTIME HOURLY RATE, MONDAY-FRIDAY 5:01PM TO 7:59AM	2	\$	88.00	\$ 176.00
37	LABOR RATES FOR MISCELLANEOUS CONCRETE SERVICES - HOURLY RATE, WEEKENDS AND CONTRACTOR RECOGNIZED HOLIDAYS	2	\$	97.00	\$ 194.00
Subtotal Section 2				\$	378,005.00
38	List Number of Trained Technicians that your firm currently employs:			110	
39	List Maximum Response Time for Standard Call:			10 Days	
40	List Maximum Response Time for Emergency Call:			3 Days	
41	GRAND TOTAL AMOUNT OF BID		\$		\$ 1,183,850.00

City Council Regular Meeting

DEPARTMENT: City Secretary's Office
FROM: Amanda Campos, City Secretary
MEETING: August 5, 2024

SUBJECT:

Consider approval of a contract with Johnson County for Election Services for the November 5, 2024 Special Local Option election. (*Staff Contact: Amanda Campos, City Secretary*)

SUMMARY:

The City Council ordered a Special Election for a Local Option Election – Legalize the Legal Sale of All Alcoholic Beverages for Off-Premise Consumption Only, CSO#5428-03-2024. The election was ordered for the November 5, 2024 and to be conducted by Johnson and Tarrant County for election services.

Texas election code Chapter 31 Section 31.093 allows for a political subdivision to contract with a county election administrator for election services. The political subdivision must reside inside the boundaries of the county to contract election services. The City of Burleson resides inside two counties, Johnson and Tarrant therefore the city must contract with both counties for election services.

The election code does state that certain actions cannot be transferred to another entity and must be performed by the city. The City Secretary must post all required notices for the election.

Johnson County shall provide the following:

- Designate voting locations
- Appoint, notify, compensate, and train the presiding judges, alternate judges and clerks
- Transport voting equipment to and from each polling location
- Preparation of programs, give proper notice, and test materials for tabulation of the ballots to be used with electronic voting equipment in accordance with the provisions of the Texas Election Code and of this Agreement
- Conduct all voting including mail ballots
- Appointed Early Voting Clerk
- Prepare necessary reporting to the State of Texas
- Records custodian for the November 5, 2024 election

RECOMMENDATION:

Approve the contract

REFERENCE:

CSO#5428-03-2024

FISCAL IMPACT:

This item is budgeted in FY24-25 budget.

STAFF CONTACT:

Name: Amanda Campos

Title: City Secretary

elections@burlesontx.com

817-426-9665 or text 817-291-5846

Interlocal Agreement

WITH JOHNSON COUNTY FOR ELECTION SERVICES
PRESENTED TO CITY COUNCIL ON AUGUST 5, 2024

WHY ARE WE HAVING A NOVEMBER ELECTION?

- Local Option Petition filed with City Secretary - February 2, 2024
- Petitions verified and accepted – Resolution CSO#5427-03-2024
- Council ordered the election – Resolution CSO#5428-03-2024
- Contracting with the county for election services



Contracting with Johnson County for Election Services



- ☐ City last contracted with the counties in 2023
- ☐ Must contract with both Johnson and Tarrant counties for services.
- ☐ City would still be responsible for posting election notices and publishing the legal notices.
- ☐ Johnson County voters can go to Burleson Sub-courthouse for both early and election day voting.
- ☐ Tarrant County voters would go to ANY Tarrant County location both early and election day voting.

Paying for the Special Election



- ❑ Johnson County contract is on this agenda for consideration = approximately \$31,000
- ❑ Tarrant County contract will be on an agenda in September = their calculations are directly related to how many entities contract with them.
- ❑ Cost will be under budget amount: average cost to conduct our own is \$40,000 to \$60,000

Johnson County – voting dates and locations

❑ Dates/Hours

Early Voting by personal appearance

Monday, October 21, 2024 – Friday, October 25, 2024 hours: 8:00 am until 5:00 pm

Saturday, October 26, 2024 hours: 7:00 am until 7:00 pm

Sunday, October 27, 2024 hours: 10:00 am until 4:00 pm

Monday, October 28, 2024 – Friday, November 1, 2024 hours: 7:00 am until 7:00 pm

Election day voting

Tuesday, November 5, 2024 – 7:00 am to 7:00 pm

❑ Location(s)

Early Voting – Eight (8) polling places

-Burleson Sub-courthouse – 247 Elk Drive, Burleson, Texas 76028

-Main Early voting place – 103 S. Walnut, Cleburne, Texas 76033

Ballot by Mail

Johnson County Elections
103 S. Walnut St.
Cleburne, TX 760233

vote@johnsoncountytexas.org
817-556-6197

Election Day – Designated precinct to vote



QUESTIONS / COMMENTS

ELECTION AGREEMENT
FOR JOHNSON COUNTY AND CITY OF BURLESON
NOVEMBER 5, 2024

THIS AGREEMENT is made and entered into this ____ day of _____ 2024, by and between the COUNTY OF JOHNSON, TEXAS, acting by and through the JOHNSON COUNTY ELECTIONS ADMINISTRATOR (hereinafter referred to as “COUNTY”) and CITY OF BURLESON, acting by and through its Mayor or his designee (hereinafter referred to as “CITY”).

WHEREAS, the COUNTY will be conducting the “CITY” Special Election on November 5, 2024 for registered voters of Johnson County, Texas residing within City; and

WHEREAS, pursuant to Sec. 31.093, Texas Elections Code, the County Elections Administrator is required to enter into a contract with CITY to conduct and furnish election services for this November 5, 2024 Special Election of CITY: and

WHEREAS, CITY desires that the Johnson County Elections Administrator conduct and coordinate this election; NOW THEREFORE,

FOR AND IN CONSIDERATION of the mutual project referenced herein, the parties hereto agree to hold an election on November 5, 2024 from 7:00 a.m. until 7:00 p.m., in accordance with Section 271.002, Texas Election Code, and that said election to be conducted pursuant to the terms of this agreement.

I. AGREEMENT

GENERAL TERMS:

- 1.01 On November 5, 2024, the election shall be held from 7:00 AM until 7:00 PM, that day, at the location listed on Exhibit B.**
- 1.02 The political subdivision participating in the election on November 5, 2024, shall have and use the election Judges and ES&S ExpressVote voting equipment.**

II. JOHNSON COUNTY

- 2.01 The COUNTY agrees to coordinate, supervise, and conduct the Election, pursuant to the provisions of the Texas Election Code unless specifically provided otherwise in this Agreement with the understanding that the Election is only for the registered voters of Johnson County, Texas residing within the CITY
- 2.02 The Elections Administrator shall perform the following duties:
- a. Designate voting locations and contact the owners or custodians of public (or if unavailable, private) buildings and arrange for their use. Such voting locations shall be furnished to CITY as soon as possible.
 - b. Appoint, notify, and train the presiding judges and alternate judges and clerks. The names and addresses of each judge and alternate judge and clerk shall be furnished to the CITY at a later date.
 - c. Compensate election judges, alternate judges and clerks.
 - d. Transport voting equipment to and from each polling location.
 - e. Rent, if necessary, voting locations.
 - f. Provide lists of registered voters to the election judges.
 - g. Preparation of programs and test materials for tabulation of the ballots to be used with electronic voting equipment in accordance with the provisions of the Texas Election Code and of this Agreement.
 - h. Publish notice of the date, time, and place of the testing of the electronic tabulation equipment and conduct such testing.

III. EARLY VOTING AND ELECTION DAY VOTING

3.01 Early Voting by Personal Appearance

- a. The Elections Administrator of Johnson County shall serve as Early Voting Judge for the CITY Special Election and other judges and clerks shall be appointed by her as needed.

- b. Early Voting by personal appearance shall be conducted at the location listed on Exhibit A. All eligible voters in the City of Burleson may vote early at all of the eight early voting locations.
- c. Early Voting by personal appearance will begin on October 21, 2024, and will end on November 1, 2024. There will be early voting on Saturdays, Sundays, or legal holidays, unless otherwise agreed to by the parties.
- d. Temporary extended hours at those sites listed as in sec: 85.005 of the Election Code.

3.02 Early Voting By Mail:

- a. The COUNTY shall be responsible for early voting ballot requests by mail.
- b. CITY shall forward any requests by mail applications to the COUNTY.
- c. The COUNTY shall be responsible for all preparation of mail ballots including mailing ballot to voter.

3.03 The Ballot Board Judge for the CITY shall be as designated by the COUNTY. The Early Voting Ballot Board's duties will include:

- (1) Serve as Signature Verification Committee
- (2) Prepare the mail ballots for tabulation.
- (3) Convene to count provisional ballots and late ballots from out of the country, if any. (7th day or earlier after Election Day).

3.04 Election Day Voting:

The COUNTY shall be responsible for the following:

- a. Procure, prepare, and distribute supplies and the ES&S ExpressVote and other election equipment for personal appearance on Election Day.
- b. Procure, prepare, and distribute Election Day supplies, tables, chairs if needed, and equipment, including ballots.
- c. Supervise the handling and disposition of election returns, tabulate unofficial returns, and assist in preparing the tabulation for the official canvass.
- d. Prepare the canvass report after all precincts have been counted and make available a copy of the appropriate part of the tabulation report.

- e. Conduct the manual count.
- 3.05 Serve as custodian of election records and store election records as provided by Section 66.058 of the Texas Election Code for a period of 22 months.

IV. CITY

CITY shall have the following responsibilities in conducting this election on November 5, 2024

- 4.01 Prepare any election orders, resolutions, notices, and other pertinent documents for adoption for execution by the appropriate officer; and take all actions required by law for calling the election, handling contests, canvassing the returns, and declaring the results of the election.
- 4.02 Prepare and publish information for the required election notice.
- 4.03 Deliver to the Elections Administrator the official wording, including Spanish translation, to be printed on the optical scan ballot. All documents must be delivered to the County Elections office by the 20th day of August 2024. If the documents are not received by the above date this Election Agreement will be terminated and County will have no obligations regarding the above referenced election.
- 4.04 Approve final optical scan ballot wording for content, form, and spelling.
- 4.05 Prepare and publish the Notice of Election, which is the required and described method of giving notice in accordance to Texas Election Code (Sec 4.003(a) (1).
- 4.06 Provide maps and other reference guides.
- 4.07 Assist the Election Administrator with providing Election Personnel.
- 4.08 Pursuant to Texas Election Code Sec. 67.003, canvass the official results between the 3rd and 11th day following the election.

V. PAYMENT FOR SERVICES

- 5.01 In consideration for the services and expenses provided by the County for conducting this election, the County shall be reimbursed for the optical scan ballots, ballot layout, media, coding the ES&S ExpressVote equipment, DS950 optical scan equipment, voting supplies, Election Judges, Clerks, Central Count, Ballot board, a 10 % administration fee, and any other expenses listed on Exhibit C.
- 5.02 Should a recount be required, those costs associated with the recount, if any, shall be in accordance with the provisions of the Texas Election Code.
- 5.03 The official for parties to contact for all purposes shall be listed at the end of the Agreement. All notices and other deliveries under the Agreement shall be delivered to said individual so listed.

VI. RUN-OFF ELECTION

- 6.01 In the event there is a run-off election, this Agreement shall be extended for the time necessary to conduct the run-off election and the CITY and COUNTY agree to continue to perform their respective responsibilities as set forth in this Agreement as are applicable to a run-off election. CITY will be responsible for any and all additional costs associated with the run-off election incurred by COUNTY. Any additional costs owed to COUNTY by CITY will be invoiced by COUNTY and CITY agrees to pay said invoiced amount within thirty (30) days of receipt of the invoice from COUNTY.

VII. TERMINATION IF ELECTION IS CANCELED

- 7.01 In the event that the election is canceled due to all candidates being unopposed, County and CITY agree that this Agreement will be terminated and CITY will owe a cancellation fee of \$75.00 to be paid by CITY within thirty (30) days of said cancellation.

ACCEPTANCE:

On behalf of Johnson County Elections Administration, I hereby accept the terms of the Agreement.

Signed the _____ day of _____, 2024.

Elections Administrator
Johnson County, Texas

On behalf of City of Burleson, I hereby accept the terms of this Agreement.

Signed the _____ day of _____, 2024.

Chris Fletcher, City of Burleson
Mayor

IN WITNESS WHEREOF, the above Agreement was adopted at a meeting of the Commissioner's Court of Johnson County on the _____ day of _____, 2024.

COUNTY OF JOHNSON

County Judge
Johnson County Commissioners
Court

Officials for notice:
Elections Administrator
Johnson County
P.O. Box 895
Cleburne, Texas 706033

Chris Fletcher, City of Burleson
Mayor
141 W. Renfro St.
Burleson, Texas 76028

EXHIBIT A

CITY OF BURLESON SPECIAL ELECTION NOVEMBER 5, 2024 EARLY VOTING POLLING LOCATION (ELECCIÓN ESPECIAL CITY OF BURLESON 5 DE NOVIEMBRE DEL 2024 CENTRO PARA VOTACIÓN ADELANTADA)

October 21, 2024 through November 1, 2024 is the period for early voting by personal appearance (Sec. 85.001). Any voter qualified to vote in the November 5, 2024, City of Burleson Special Election is eligible for early voting by personal appearance.

Early voting by personal appearance will be conducted at all following locations:

Monday, October 21, 2024 - Friday, October 25, 2024 hours: 8:00 am until 5:00 pm

Monday, October 28, 2024 - Friday, November 1, 2024 hours: 7:00 am until 7:00 pm

Monday, October 28, 2024 hours: 7:00 am until 5:00 pm. **Venus Comm. Center “ONLY”**

(El plazo para la votación adelantada en persona es desde el 21 de octubre del 2024 hasta el 1 de noviembre del 2024 (Sec. 85.001). Cualquier votante cualificado para votar en la City of Burleson Elección Especial del 5 de noviembre del 2024, es elegible para la votación adelantada en persona.

La votación adelantada en persona se llevará a cabo en todas las siguientes ubicaciones:

Lunes, 21 de octubre del 2024 – viernes, 25 de octubre del 2024; horas: 8:00 am hasta 5:00 pm

Lunes 28 de octubre del 2024 – viernes, 1 de noviembre del 2024; horas: 7:00 am hasta 7:00 pm

*Lunes 28 de octubre del 2024; horas: 7:00 am hasta 5:00 pm **Venus Comm. Center “ONLY”***

Voters may choose to vote in any one of the below locations regardless of where they reside in Johnson County.

Hours for additional weekend early voting will be extended at all eight early voting locations to include:

Saturday October 26, 2024, 7:00 am to 7:00 pm.

Sunday October 27, 2024, 10:00 am to 4:00 pm

(Los votantes pueden escoger votar en cualquiera de las siguientes ubicaciones sin importar donde vivan en el Condado Johnson.

Las horas adicionales para la votación adelantada durante el fin de semana serán extendidas en todas las ocho ubicaciones para votación adelantada incluyendo:

Sábado, 26 de octubre del 2024, 7:00 am hasta 7:00 pm

Domingo, 27 de octubre del 2024, 10:00 am hasta 4:00 pm)

Comm. Pct. 1: Main: (Comisario, Recinto 1)	Johnson County Elections 103 S. Walnut St. Cleburne, Texas 76033
Comm. Pct. 1: (Comisario, Recinto 1)	Cleburne Conference Center 1501 W. Henderson St. Cleburne, Texas 76033
Comm. Pct. 1: (Comisario, Recinto 1)	City Park Pavilion of Godley 104 E. Allen Ave Godley, Texas 76044
Comm. Pct. 2: (Comisario, Recinto 2)	Burleson Sub-Courthouse 247 Elk Dr. Rm. 212 Burleson, Texas 76028
Comm. Pct. 3: (Comisario, Recinto 3)	Alvarado Sub-Courthouse 206 N. Baugh St. Alvarado, Texas 76009
Comm. Pct. 3: (Comisario, Recinto 3)	Pct. 3 Maintenance Facility 10420 E. FM 917 Alvarado, Texas 76009
Comm. Pct. 4: (Comisario, Recinto 4)	Keene City Hall 1000 N. Old Betsy Rd. Cleburne, Texas 76031
Comm. Pct 4: (Comisario, Recinto 4)	Venus Community Center 210 Walnut St. Venus, Texas 76084

Sec. 85.062 Texas Election Code

(2) The Commissioners court of a county with a population of 120,000 or more but less than 400,000 shall establish one or more early voting polling places other than the main early voting polling place in each Commissioners precinct containing territory covered by the election.(Sec. 85.062 Código Electoral de Texas (2)El Tribunal de Comisarios de un condado con una población de 120.000 ó más, pero menos de 400.000, establecerá al menos un centro de votación adelantada, además del centro primario de votación adelantada, en cada recinto de los comisarios que contiene territorio incluido en la elección.

EXHIBIT B

CITY OF BURLESON SPECIAL ELECTION
NOVEMBER 5, 2024
POLLING LOCATIONS
7:00am -7:00pm
(ELECCIÓN ESPECIAL CITY OF BURLESON
5 DE NOVIEMBRE DEL 2024
CENTROS DE VOTACIÓN)

- 2** **True Life Church**
(Iglesia Vida Verdadera)
301 S. Main St.
Joshua, Texas 76058
- 3** **Burleson Sub-Courthouse**
(Sub-juzgado de Burleson)
247 Elk Dr. Rm. 212
Burleson, Texas 76028
- 4** **Crestmont Baptist Church**
(Iglesia Bautista Crestmont)
640 NW Tarrant Ave.
Burleson, Texas 76028
- 5** **South Burleson Baptist Church**
(Iglesia Bautista del Sur de Burleson)
675 W. Hidden Creek Pkwy.
Burleson, Texas 76028
- 7** **Cana Baptist Church**
(Iglesia Bautista Cana)
2309 E. Renfro St.
Burleson, Texas 76028
- 10** **Alvarado Sub-Courthouse**
(Alvarado sub-Palacio de justicia)
206 N. Baugh St.
Alvarado, Texas 76009
- 11** **Bethesda Baptist Church**
(Iglesia Bautista Bethesda)
100 W. Bethesda Rd.
Burleson, Texas 76028
- 12** **Joshua Baptist Church**
(Iglesia Bautista de Joshua)
3231 SW Wilshire Blvd.
Joshua, Texas 76058

EXHIBIT B

**CITY OF BURLESON SPECIAL ELECTION
NOVEMBER 5, 2024
POLLING LOCATIONS
7:00am -7:00pm
(ELECCIÓN ESPECIAL CITY OF BURLESON
5 DE NOVIEMBRE DEL 2024
CENTROS DE VOTACIÓN)**

- 31 Joshua Community YMCA**
(Comunidad YMCA de Josué)
1009 Joshua Station Blvd.
Joshua, Texas 76058
- 32 Chisholm Summit Community Church**
(Iglesia Comunitaria Chisholm Summit)
9705 CR 1016
Burleson, Texas 76028
- 33 Prairie Vista Baptist Church**
(Iglesia Bautista Prairie Vista)
7725 CR 912
Godley, Texas 76044
- 34 First Baptist Church of Burleson**
(Primera Iglesia Bautista de Burleson)
317 W. Ellison
Burleson, Texas 76028
- 38 Johnson County ESD No.1 Station 83**
(Estación 83 de la ESD n.o. 1 del condado de Johnson)
2800 CR 913
Joshua, Texas 76058
- 39 Victory Family Church**
(Iglesia de la familia de la victoria)
455 NW John Jones Dr.
Burleson, Texas 76028
- 40 The Heights Church-Burleson**
(La Iglesia Heights-Burleson)
342 SW Alsbury Blvd.
Burleson, Texas 76028
- 41 Quality Suites Burleson**
(Quality Suites Burleson)
321 S. Burleson Blvd.
Burleson, Texas 76028

Exhibit C

COST OF SERVICE. The **City of Burleson** shall pay for services , supplies, and equipment in accordance with the following estimated cost schedule. The **City of Burleson** will be liable to pay all the expense that have endured; and a 10% administration fee.

THE CITY OF BURLESON: 2024 NOVEMBER 5th

Contracted Election with Johnson County/Shared Ballots 8 EV & 16 ED Location.

Pct. 2, 3, 4, 5, 7, 10, 11, 12, 31, 32, 33, 34, 38, 39, 40 & 41

1. VOTING EQUIPMENT, TABULATION NOTICE, AND BUILDING RENTAL		Estimated Cost
(X) Rental DS950 Optical Scanner		\$250.00
(X) Rental ES&S Epress Vote for HAVA		\$4,000.00
(X) Programming Charges/Coding/Media/ shipping for DS950 Central count & Auto-marks		\$900.00
(X) Printing Ballots/Layout/Spanish Coding/ shipping		\$6,000.00
(X) Publish Notice of Tabulation Test		\$85.00
(X) Building Rental		\$200.00
2. CENTRAL COUNT EXPENSES		
SC (X) CC Station Manager		\$62.50
SC (X) Tabulation Supervisor		\$75.00
SC (X) Assistant Tabulation Supervisor		\$75.00
SC (X) Assistant Tabulation		\$50.00
SC (X) CCS Judge		\$37.50
SC (X) CCS Alt. Judge		\$37.50
SC (X) Early Voting Ballot Board Judge		\$240.00
SC (X) Early Voting Ballot Board Alt. Judge		\$208.00
SC (X) Early Voting Ballot Board Personnel		\$416.00
SC (X) Provisional/Late Ballot Board Judge		\$30.00
SC (X) Provisional/Late Ballot Board Alt. Judge		\$26.00
SC (X) Provisional/Late Ballot Board Clerks		\$52.00
SC (X) Security		\$360.00
3. ESTIMATED EARLY VOTING COSTS		
(X) Judge's Kit Early Voting		\$200.00
(X) Ballot by Mail BUC		\$1,500.00
(X) Early Voting Judges and Clerks		\$9,600.00
(X) Early Voting Mileage Reimbursement		\$50.00
(X) Early Voting Pick up & delivery fee		\$100.00

Exhibit C

4. ESTIMATED ELECTION DAY COSTS

(X) Judge's Kit Election Day	\$400.00
(X) Election Day Judges and Clerks	\$2,000.00
(X) Election Day Pick up & delivery fee	\$400.00
(X) Supplies	\$200.00

Subtotal \$27,554.50

5. CONTRACT ADMINISTRATIVE FEE & TOTAL COST

10% of Subtotal \$2,755.45

TOTAL COST \$30,309.95

*** Per section: 7.01**

If the Election is canceled there will be a fee of \$75.00 to be paid by CITY
within (30) days of said cancellation.

City Council Regular Meeting

DEPARTMENT: Administrative Services

FROM: Richard Abernethy, Director of Administrative Services

MEETING: August 5, 2024

SUBJECT:

Consider approval of an amendment to the contract with Paymentus to pass on credit card fees to customers effective next Fiscal Year 2024-25 and authorize spending for ACH/e-Check Services in the amount of \$25,000 until the end of the contract term. (*Staff Contact: Richard Abernethy, Director of Administrative Services*)

SUMMARY:

In late 2023, the Administrative Department, as part of a Lean Government Initiative, began evaluating 14 city departments and divisions across the organization who utilize credit card transactions for payment purposes. Historically, the city has absorbed these fees, but the escalating costs have prompted a re-evaluation. Staff analyzed overall and future costs, surveyed comparable cities, and explored payment options, presenting four potential solutions:

1. Continue to absorb fees.
2. Add a convenience charge to all transactions.
3. Charge a lower fee to partially cover costs.
4. Pass the fees directly to customers.

On May 20, 2024, the City Council was briefed and reached a consensus to pass credit card fees to customers where feasible and where less costly options, such as ACH, were available. Since then, staff has been working with credit card vendors on this project. Paymentus requires a contract amendment to proceed with this change. Under this amendment, fees will increase for both credit card fees and e-checks. Staff is also requesting an authorization to spend \$25,000 for ACH/eCheck services until the contract expires in March 2026. If approved, staff will work with Paymentus to begin passing credit card fees onto customers starting next fiscal year.

As a reminder, Paymentus is currently used by the Development Services and Utility Customer Service Departments for online and phone payments only. Utility Customer Service will be transitioning fully to Tyler Cashiering in the future. ACH/Online Bill Pay, and Automatic Bank Draft will continue to be free options for utility customers who choose to utilize these payment methods.

RECOMMENDATION:

Approve the contract amendment with Paymentus and authorize \$25,000 to spend for ACH/eCheck services through the remainder of the contract term that expires in March 2026.

PRIOR ACTION/INPUT (Council, Boards, Citizens):

May 8, 2024 – The City Council Finance Committee received a report, held a discussion, and provided staff direction on the City's Credit Processing Fees.

May 20, 2024 – The City Council received a report, held a discussion, and provided staff direction on the City's Credit Card Processing Fees.

REFERENCE:

FISCAL IMPACT:

The dollar amount is just for authorized spending.

STAFF CONTACT:

Richard Abernethy
Director of Administrative Services
rabernethy@burlesontx.com
817-426-9662



Credit Card Processor Amendments

CITY COUNCIL

AUGUST 5, 2024

Background

- December, 2023: Administrative Services, as part of a lean government initiative, began evaluating 14 city departments and divisions across the organization who utilize credit card transactions for payment purposes.
- February 7, 2024: Credit Card fees were discussed at the City Council Retreat.
- May 8, 2024: Staff briefed the City Council Finance Committee on multiple options for recovering the cost for credit card fees, including passing credit card fees directly to customers.
- May 20, 2024: Staff briefed the City Council on multiple options for recovering the cost for credit card fees. The consensus from City Council was to pass on credit card fees directly to customers where feasible and where less costly options, such as ACH, were available.
- May-June 2024: Staff began working with the City's credit card vendors to discuss and implement passing credit card fees onto customers and determine feasibility.
- August 5, 2024: Present contract amendments to City Council to pass on credit card fees effective next Fiscal Year 2024-25.

Credit Card Vendors and Feasibility Overview

Departments	Feasible to Pass On Fees?	Implementation Requirements
Parks and Recreation	No	Software currently is not set up to pass on credit card fees
Animal Services/Code Enforcement/Library/Police	No	*ACH/less costly payment options are limited. Small volume of transactions.
Hidden Creek Golf Course	No	Credit Card Fees are accounted for in rates
Utility Customer Service & Development Services	Yes	Requires a contract amendment
Municipal Court and Utility Customer Service (In-person payments only)	Yes	Requires a contract amendment

Paymentus Contract Amendment – New Rates

Department	Payment Type	Current Rate (City Pays)	New Rate (Customer Pays)
Utility Customer Service	Credit Card Fees	\$2.13 per transaction or 2.95% for non-qualified credit cards	\$3.50 per transaction across the board
Development Services	Credit Card Fees	2.75%	3.25%
Development Services & Utility Customer Service	E-Check	\$.60 per transaction	
Development Services & Utility Customer Service	IVR (Pay by Phone)	-	-

Notes:

- Per the contract amendment, Paymentus will increase their fees for passing credit card fees directly to customers.
- Paymentus does not charge any additional fees for IVR.
- The City will continue to pay the cost for E-Check fees through Paymentus at the rate of \$.60 per transaction.

Tyler Technologies Amendment – New Rates

Department	Payment Type	Current Rates (City Pays)	New Rates (Customer Pays)
Utility Customer Service	Credit Card Fees	2.5%. Plus \$.50 per transaction	3.75%, or a minimum of \$2.50 per transaction
Utility Customer Service	E-Check	\$1.95 per transaction	
Utility Customer Service	IVR (Pay by Phone)	Additional \$.50 per transaction on top of Card and e-Check fees	
Municipal Court	Credit Card Fees	2.5-3%	5%, or a minimum of \$2.50 per transaction

Notes:

- Per the contract amendment, Tyler Cashiering will increase their fees for passing credit cards fees directly to customers.
- Tyler Cashiering will charge a \$.50 per transaction fee for IVR (Payment by Phone) in addition to applicable credit card fees.
- The City will continue to pay the cost for E-Check fees through Tyler Cashiering at the rate of \$1.95 per transaction.
- E-check is not available on the Municipal Court software module.

Credit/Online Payment Options

- Automatic Payments (Auto Pay) using a credit card – fees charged
- Online Payments using a credit card – fees charged
- Over the Phone (IVR) – **no transaction fees charged**
- Automatic Bank Draft – **no fees charged**
 - Currently this is only available for Utility Customers
- eCheck Payments (Online Line or Auto Pay) – **no fees charged**
 - Only available for Utility Customers and Development Services (Paymentus)
- ACH/Online Bill Pay (through bank) – **no fees charged**
 - Currently this is only available for Utility Customers

Annual Cost Scenarios for Free Options

Paymentus

Payment Method	Transactions	Annual Amount
E-Check	17,600	\$10,560
IVR Fees	13,000	\$0
ACH/Online Bill Pay	4,000	\$1,080
Total		\$11,640

Tyler Cashiering

Payment Method		Annual Amount
E-Check	17,600	\$34,320
IVR Fees	13,000	\$6,500
ACH/Online Bill Pay	4,000	\$1,080
Total		\$41,900

Notes:

- e-Check number includes IVR Transactions.
- Customers have the option of paying by e-Check or credit card using IVR.
- Paymentus does not charge any additional transaction fees for using IVR.
- In addition to applicable credit card or e-check fees, Tyler Cashiering will charge a \$.50 per transaction fee. This will not go into effect until the Utility Customer Service switches to Tyler Cashiering.

Outreach Plan

- Utility Bill Inserts:
 - Link to EFT/Bank Draft Form.
 - Optional QR Code to EFT/Bank Draft Form.
- Email Campaign
 - Emails sent through Constant Contact detailing the changes.
- Informational Banner
 - Banner on Municipal Court, Development Services, and UCS payment websites.
 - Information about new rates and alternative payment options.
- Customer Service Counters
 - Informational signs about the changes at customer service counters.
- UCS/311 Staff Training
 - Staff will inform callers about the changes and available options.

Next Steps

- Staff will focus on passing credit card fees directly to customers of Utility Customer Service, Development Services and Municipal Court effective FY 2024-25.
- Staff will work with Paymentus and Tyler to configure our software to pass credit card fees directly to customers - effective next fiscal year 2024-25.
- Amend/Update applicable Ordinances.
- Begin outreach to customers who will be effected by this change.
 - ACH/Online Bill Pay, eCheck and Automatic Bank Draft will still be free to Utility and Development Service Customers.
- Staff will continue to work with both Tyler Cashiering and Paymentus to fully transition Utility Customer Service to Tyler Cashiering.
 - May need to terminate Paymentus contract and pay buyout due to Tyler discontinuing support next year.

City Council Requested Action

- Approve the contract amendment with Paymentus and Tyler Technologies to begin passing credit card fees directly to customers effective next Fiscal Year 2024-25.
- Authorize spending in the amount of \$25,000 for e-Check/ACH options for the remainder of the Paymentus contract set to expire in March 2026.



11605 North Community House Road, Suite 300
Charlotte, NC 28277

**AMENDMENT NO. 1
TO MASTER SERVICES AGREEMENT EFFECTIVE OCTOBER 19, 2020**

This Amendment No. 1 ("Amendment No. 1") amends the Master Services Agreement effective as of October 19, 2020 ("Effective Date"), with a Launch Date ("Launch Date") of March 17, 2021 for Non-Utility Payments between City of Burleson ("Client") with a principal place of business located at 141 W Renfro Street, Burleson, TX 76028, and Paymentus Corporation, a State of Delaware Corporation with a principal place of business at 11605 North Community House Rd, Suite 300, Charlotte, North Carolina 28277 ("Paymentus"). Client and Paymentus are also referred to as "Party" and collectively as the "Parties." This Amendment No. 1 is effective at the time of the last to sign of the Parties.

STATEMENT OF PURPOSE

Client and Paymentus entered into the Agreement for electronic bill payment services;

The Parties currently desire to amend the Agreement to increase the Maximum Amount for Non-Utility Billing to \$25,000.

AGREEMENT

In consideration of mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Customer and Paymentus agree as follows:

1. **Amendment.** The Agreement is hereby amended as of the Effective Date of this Amendment No. 1 as follows:

1.1 Schedule A ("Schedule A") of the Agreement is hereby deleted and the new Schedule A attached here is substituted in lieu thereof.

1.2 The Parties now wish to amend Schedule A of the Agreement to modify the Maximum Payment Amount per Payment from \$10,000 to \$25,000

2. **Miscellaneous:**

2.1 This Amendment No. 1 is binding and inures to the benefit of the Parties and their respective successors and assigns.

2.2 All other terms and conditions of the Agreement not modified by this Amendment No. 1 remain in full force and effect.

2.3 This Amendment No. 1 may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

Paymentus


11605 North Community House Road, Suite 300
Charlotte, NC 28277

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 1 to be executed by their duly authorized representatives.

CITY OF BURLESON, TX

DocuSigned by:
By: Justin Scharnhorst
350905E4E700457...
Printed Name: Justin Scharnhorst
Title: Purchasing Manager
Date: 8/31/2022

PAYMENTUS CORPORATION

By: 
Printed Name: Peter Fanous
Title: Senior Vice President
Date: September 1, 2022



11605 North Community House Road, Suite 300
Charlotte, NC 28277

SCHEDULE A – PAYMENTUS FEE SCHEDULE
TO THE MASTER SERVICES AGREEMENT
BETWEEN CITY OF BURLESON, TX AND PAYMENTUS
ABSORBED FEE MODEL FOR UTILITY PAYMENTS

The Services will initially consist of the those indicated by a check box on the following table. The Paymentus Fee will be as specified below, and will be paid by the Client, unless designated as a User paid fee.

Check to Select the Channel	Channels	Advanced Services	Payment Methods & Channels	Paymentus Fee	Check if User Paid Fee
<input checked="" type="checkbox"/>	Instant Payment Network™	Customer Portal, Responsive One Time Payment Portal, e-Bill Presentment, Agent Dashboard, and Customer Engagement	All payment channels and methods offered under IPN such as PayPal, Venmo, PayPal Credit, Secure PDF Push, Chatbot, Advanced Notification Service (ECM), Text 2 Pay, Voice Assistants, Mobile Apps and others as offered by Payments from time to time	\$1.85 per transaction	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Direct Payments (Web, IVR, Recurring, Agent Assisted)	Customer Portal, Responsive One Time Payment Portal, e-Bill, Agent Dashboard	Qualified Discount Utility Credit, Debit American Express ACH/eCheck Non-Qualified Utility Credit/Debit Card Transactions	\$1.85 per card payment 2.95% of amount paid \$0.60 2.95% of total transaction amount	<input type="checkbox"/>

Note:

Maximum Amount per Utility payment is \$10,000.

Multiple payments can be made.

Chargebacks will be billed at \$9.95 per chargeback.

Paymentus may apply different limits per transactions for user adoption or to mitigate risk.



11605 North Community House Road, Suite 300
Charlotte, NC 28277

SCHEDULE A – PAYMENTUS FEE SCHEDULE
TO THE MASTER SERVICES AGREEMENT
BETWEEN CITY OF BURLESON, TX AND PAYMENTUS
ABSORBED FEE MODEL FOR NON-UTILITY PAYMENTS

The Services will initially consist of those indicated by a check box on the following table. The Paymentus Fee will be as specified below, and will be paid by the Client, unless designated as a User paid fee.

Check to Select the Channel	Channels	Advanced Services	Payment Methods & Channels	Paymentus Fee	Check if User Paid Fee
<input checked="" type="checkbox"/>	Instant Payment Network™	Customer Portal, Responsive One Time Payment Portal, e-Bill Presentment, Agent Dashboard, and Customer Engagement	All payment channels and methods offered under IPN such as PayPal, Venmo, PayPal Credit, Secure PDF Push, Chatbot, Advanced Notification Service (ECM), Text 2 Pay, Voice Assistants, Mobile Apps and others as offered by Payments from time to time	2.75% of amount paid	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Direct Payments (Web, IVR, Recurring, Agent Assisted)	Customer Portal, Responsive One Time Payment Portal, e-Bill, Agent Dashboard	Qualified Discount Utility Credit, Debit American Express ACH/eCheck	2.75% of amount paid 2.95% of amount paid \$0.60	<input type="checkbox"/>

Note:

Maximum Amount per Utility payment is \$25,000. Multiple payments can be made
Chargebacks will be billed at \$9.95 per chargeback.

Paymentus may apply different limits per transactions for user adoption or to mitigate risk.

City Council Regular Meeting

DEPARTMENT: Administrative Services

FROM: Richard Abernethy, Director of Administrative Services

MEETING: August 5, 2024

SUBJECT:

Consider approval of an amendment to the contract with Tyler Technologies to pass on credit card fees to customers effective next Fiscal Year 2024-25. *(Staff Contact: Richard Abernethy, Director of Administrative Services)*

SUMMARY:

In late 2023, the Administrative Department, as part of a Lean Government Initiative, began evaluating 14 city departments and divisions across the organization who utilize credit card transactions for payment purposes. Historically, the city has absorbed these fees, but the escalating costs have prompted a re-evaluation. Staff analyzed overall and future costs, surveyed comparable cities, and explored payment options, presenting four potential solutions:

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On May 20, 2024, the City Council was briefed and reached a consensus to pass credit card fees to customers where feasible and where less costly options, such as ACH, were available. Since then, staff has been working with credit card vendors on this project. Tyler Cashiering requires a contract amendment to proceed with this change. Under this amendment, fees will increase for both credit card fees and e-checks. If approved, staff will work with Tyler Cashiering to begin passing credit card fees onto customers starting next fiscal year.

As a reminder, Tyler Cashiering is currently used by the Municipal Court and for Utility Customer Service for in-person payments only. Utility Customer Service will be transitioning fully to Tyler Cashiering in the future. ACH/Online Bill Pay and Automatic Bank Draft will continue to be free options for utility customers who choose to utilize these payment methods.

RECOMMENDATION:

Approve the contract amendment with Tyler Technologies to pass on credit card fees.

PRIOR ACTION/INPUT (Council, Boards, Citizens):

May 8, 2024 – The City Council Finance Committee received a report, held a discussion, and provided staff direction on the City's Credit Processing Fees.

May 20, 2024 – The City Council received a report, held a discussion, and provided staff direction on the City's Credit Card Processing Fees.

REFERENCE:

FISCAL IMPACT:

N/A

STAFF CONTACT:

Richard Abernethy
Director of Administrative Services
rabernethy@burlesontx.com
817-426-9662



Credit Card Processor Amendments

CITY COUNCIL

AUGUST 5, 2024

Background

- December, 2023: Administrative Services, as part of a lean government initiative, began evaluating 14 city departments and divisions across the organization who utilize credit card transactions for payment purposes.
- February 7, 2024: Credit Card fees were discussed at the City Council Retreat.
- May 8, 2024: Staff briefed the City Council Finance Committee on multiple options for recovering the cost for credit card fees, including passing credit card fees directly to customers.
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Credit Card Vendors and Feasibility Overview

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Utility Customer Service & Development Services	Yes	Requires a contract amendment
Municipal Court and Utility Customer Service (In-person payments only)	Yes	Requires a contract amendment

Paymentus Contract Amendment – New Rates

Department	Payment Type	Current Rate (City Pays)	New Rate (Customer Pays)
Utility Customer Service	Credit Card Fees	\$2.13 per transaction or 2.95% for non-qualified credit cards	\$3.50 per transaction across the board
Development Services	Credit Card Fees	2.75%	3.25%
Development Services & Utility Customer Service	E-Check	\$.60 per transaction	
Development Services & Utility Customer Service	IVR (Pay by Phone)	-	-

Notes:

- Per the contract amendment, Paymentus will increase their fees for passing credit card fees directly to customers.
- Paymentus does not charge any additional fees for IVR.
- The City will continue to pay the cost for E-Check fees through Paymentus at the rate of \$.60 per transaction.

Tyler Technologies Amendment – New Rates

Department	Payment Type	Current Rates (City Pays)	New Rates (Customer Pays)
Utility Customer Service	Credit Card Fees	2.5%. Plus \$.50 per transaction	3.75%, or a minimum of \$2.50 per transaction
Utility Customer Service	E-Check	\$1.95 per transaction	
Utility Customer Service	IVR (Pay by Phone)	Additional \$.50 per transaction on top of Card and e-Check fees	
Municipal Court	Credit Card Fees	2.5-3%	5%, or a minimum of \$2.50 per transaction

Notes:

- Per the contract amendment, Tyler Cashiering will increase their fees for passing credit cards fees directly to customers.
- Tyler Cashiering will charge a \$.50 per transaction fee for IVR (Payment by Phone) in addition to applicable credit card fees.
- The City will continue to pay the cost for E-Check fees through Tyler Cashiering at the rate of \$1.95 per transaction.
- E-check is not available on the Municipal Court software module.

Credit/Online Payment Options

- Automatic Payments (Auto Pay) using a credit card – fees charged
- Online Payments using a credit card – fees charged
- Over the Phone (IVR) – **no transaction fees charged**
- Automatic Bank Draft – **no fees charged**
 - Currently this is only available for Utility Customers
- eCheck Payments (Online Line or Auto Pay) – **no fees charged**
 - Only available for Utility Customers and Development Services (Paymentus)
- ACH/Online Bill Pay (through bank) – **no fees charged**
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Annual Cost Scenarios for Free Options

Paymentus

Payment Method	Transactions	Annual Amount
E-Check	17,600	\$10,560
IVR Fees	13,000	\$0
ACH/Online Bill Pay	4,000	\$1,080
Total		\$11,640

Tyler Cashiering

Payment Method		Annual Amount
E-Check	17,600	\$34,320
IVR Fees	13,000	\$6,500
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Total		\$41,900

Notes:

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Outreach Plan

- Utility Bill Inserts:
 - Link to EFT/Bank Draft Form.
 - Optional QR Code to EFT/Bank Draft Form.
- Email Campaign
 - Emails sent through Constant Contact detailing the changes.
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 - Banner on Municipal Court, Development Services, and UCS payment websites.
 - Information about new rates and alternative payment options.
- Customer Service Counters
 - Informational signs about the changes at customer service counters.
- UCS/311 Staff Training
 - Staff will inform callers about the changes and available options.

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- Staff will focus on passing credit card fees directly to customers of Utility Customer Service, Development Services and Municipal Court effective FY 2024-25.
- Staff will work with Paymentus and Tyler to configure our software to pass credit card fees directly to customers - effective next fiscal year 2024-25.
- Amend/Update applicable Ordinances.
- Begin outreach to customers who will be effected by this change.
 - ACH/Online Bill Pay, eCheck and Automatic Bank Draft will still be free to Utility and Development Service Customers.
- Staff will continue to work with both Tyler Cashiering and Paymentus to fully transition Utility Customer Service to Tyler Cashiering.
 - May need to terminate Paymentus contract and pay buyout due to Tyler discontinuing support next year.

City Council Requested Action

- Approve the contract amendment with Paymentus and Tyler Technologies to begin passing credit card fees directly to customers effective next Fiscal Year 2024-25.
- Authorize spending in the amount of \$25,000 for e-Check/ACH options for the remainder of the Paymentus contract set to expire in March 2026.

City Council Regular Meeting

DEPARTMENT: Development Services

FROM: Tony D. McIlwain, Development Services Director

MEETING: August 5, 2024

SUBJECT:

Hold a public hearing and consider approval of an ordinance approving the 2024-25 annual Service and Assessment Plan (SAP) update for the Parks at Panchasarp Farms Public Improvement District No. JC-1; making a finding of special benefit to the property in phase #3 of the district; levying special assessments against the property within phase #3 of the district and establishing a lien on the property; providing for payment of the assessments in accordance with Chapter 372, Texas Local Government Code, as amended; providing for the method of assessment and the payment of assessments; providing for penalties and interest on delinquent assessments; providing for severability; and providing an effective date. (First Reading) *(Staff Contact: Tony McIlwain, Development Services Director)*

SUMMARY:

A Public Improvement District (PID) is a defined geographical area established to provide specific types of public improvements or maintenance which are financed by assessing property owners within the area. PIDs are regulated by Chapter 372 of the Texas Local Government Code. The City currently has an approved contract with MuniCap, Inc. for PID Administrative Services.

The Parks at Panchasarp Farms is a residential development (and PID) located off of Lakewood Drive that includes 8 total phases. Council approved the creation of The Parks at Panchasarp Farms PID on February 4, 2019, which included all 8 phases of development. Phases 1 and 2 of the development have been completed, and Phase 3 of the development is currently under construction and nearing completion. In total, the development includes 659 single family lots, 250 multi-family units, a commercial site, a school site, and 25 acres of parks and open space.

Levying the assessment is a multi-step process, which includes this public hearing. City Council levied the PID assessment on Phase 2 on March 7, 2022, and this process will not result in any additional assessments being levied on the homeowners of that phase.

The Parks at Panchasarp Farms planned development ordinance and preliminary plat show dedication of 25 acres of parkland and development of four themed parks, along with landscaped trail connections. The required parkland dedication for this development is 10.13 acres. Given that the parkland dedication and park improvements are significantly in excess of

the City's requirements, the development achieves two of the considerations for PID projects: 1) advance the City's trail and park plans, and 2) exceed the City's requirements for design, building standards, amenities and landscaping.

The Council previously approved Service and Assessment Plans (SAP) for Phases 1 and 2 of the development. The next step in the process is to determine a Service and Assessment Plan to include Phase 3 of the development. The SAP identifies the responsibilities of the PID and sets the assessment rate for the property owners within it. The PID assessments are proposed to cover two functions: the capital costs associated with construction of the park improvements and the ongoing maintenance costs for the parks.

Capital PID. The development contains 8 phases with themed parks included in Phases 2, 3A, 4, and 5. The remainder of the phases each have park improvements related to landscaping and trail connectivity. The total estimated cost for all phases is \$2,931,839. This amount is listed in the preliminary SAP and remains consistent with the SAP for Phase 1 previously passed by Council in February of 2020.

Operations and Maintenance (O&M) PID. The Administrative Expenses shown on Appendix H-1 include estimates for the operations and maintenance of the Authorized Improvements, Assessment collection costs, and other PID administration expenses. These estimates will be updated each year as part of the Annual Service Plan update.

Preliminary Service and Assessment Plan (SAP). On November 11, 2019, staff presented PID assessment options in a work session. At that meeting, Council's direction was to move forward with an assessment rate of no more than \$0.227 per \$100 of valuation. The proposed preliminary SAP has a Phase 3 assessment rate under that rate. The proposed preliminary assessment rate for Phase 3 lots ranges from \$0.177 to \$0.184 per \$100 of valuation.

Attached is the preliminary Service and Assessment Plan (SAP) for the PID. The SAP is the document that defines the specific terms of the PID. Generally, it includes the following:

- Specific financing information related to the assessments. The proposed SAP includes provisions related to bonds for the development. There is no current intent to use bonds for this project. The intent is for the developer to be reimbursed through collected assessment over time. There may be a point in the future where bonds may become appropriate due to the cumulative cost of the development, but that will be many years in the future and will be considered by Council at that time.
- A list of legally authorized improvements is included as well as a list of the proposed improvements. The legally authorized improvements list is a list of any improvements that would be allowed by state law. Including this list allows future flexibility, but the intent of the PID is only for park improvements. Any improvements beyond those described as park improvements and associated costs must be authorized by a subsequent amendment to the SAP.
- The total cost of all proposed improvements in the amount of \$2,931,839.
- The SAP also includes reference to the Operations and Maintenance components of the PID. The PID will fund operation and maintenance activities within the parkland areas.

- Other miscellaneous legal requirements.

The purpose of this item is to conduct the first public hearing relating to the following items:

- A public hearing related to the Service and Assessment Plan.
- Consideration of an ordinance approving the Service and Assessment Plan.
- Consideration of assessment of property within the Public Improvement District.
- Authorize a reimbursement agreement with the Public Improvement District using assessment revenue.

RECOMMENDATION:

This is the first of two public hearings; there is no Council action necessary at this time.

PRIOR ACTION/INPUT (Council, Boards, Citizens):

July 22, 2024: Council approved the resolution relating to PSAP.

REFERENCE:

CSO#5510-07-2021

FISCAL IMPACT:

None

STAFF CONTACT:

Tony D. McIlwain, AICP, CFM
Development Services Director
tmcilwain@burlesontx.com
817-426-9684



PANCHASARP FARMS 2024-2025 ANNUAL SERVICE AND ASSESSMENT PLAN (SAP) AND PHASE III LEVY/ASSESSMENT

Presented to the City Council on August 5, 2024

PUBLIC IMPROVEMENT DISTRICTS

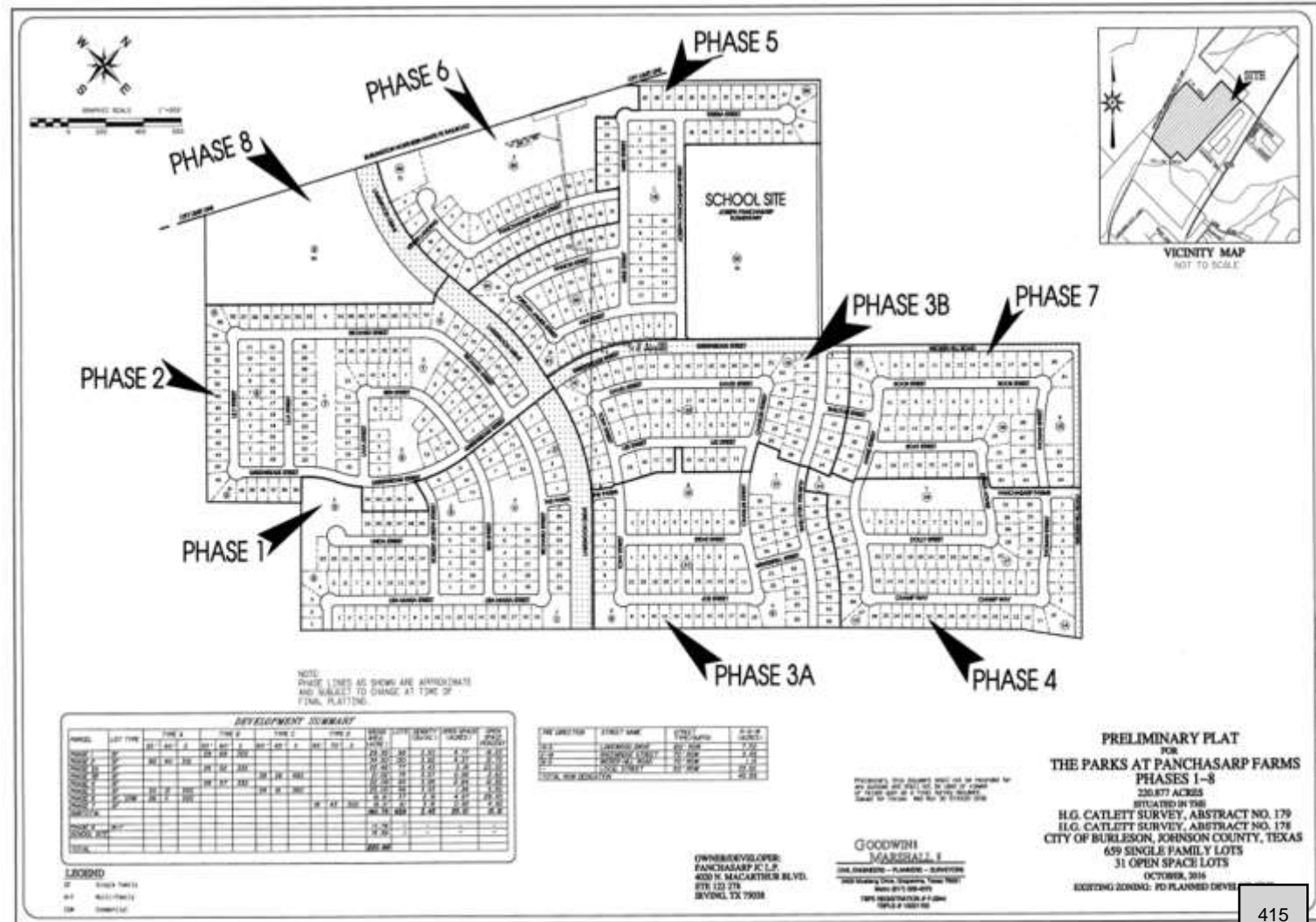
- Chapter 372 of the Local Government Code establishes the enabling legislation for Public Improvement Districts (PIDs).
- PIDs are created by the property owners wishing to benefit from public improvements.
- Public Improvements include:
 - Landscaping, fountains, lightings, signs
 - Sidewalk and street alterations, pedestrian malls, public art
 - Parks, libraries, off-street parking facilities
 - Water, sewer and drainage improvements, etc.

THE PARKS AT PANCHASARP FARMS

- The purpose of this item is to:
- Conduct a public hearing related to the Service and Assessment Plan.
- Consider an ordinance approving the 2024-2025 Service and Assessment Plan.
- Consideration of levy and assessment of Phase III property within the Public Improvement District.
- Authorize a reimbursement agreement with the Public Improvement District using assessment revenue.

THE PARKS AT PANCHASARP FARM

- 220.88 acres
- 659 single family lots
- 250 multi-family units
- Commercial Site
- School Site
- 25 acres of parks
- The Panchasarp Farms Public Improvement District was created with Resolution CSO#981-02-2019 on February 4, 2019.



INITIAL SERVICE AND ASSESSMENT PLAN

A service and assessment plan dated February 3, 2020 (the “Service and Assessment Plan”) was prepared at the direction of the City identifying:

- the public improvements (the “Authorized Improvements”) to be provided by the PID.
- the costs of the Authorized Improvements.
- The indebtedness to be incurred for the Authorized Improvements.
- the manner of assessing the property in the PID for the costs of the Authorized Improvements.

The Texas legislature passed House Bill 1543 as an amendment to the PID Act, requiring, among other things:

- all Service and Assessment Plans and Annual Service Plan Updates be approved through City ordinance or order to be filed with the county clerk of each county in which all or part of the PID is located within seven days.
- include a copy of the notice form required by Section 5.014 of the Texas Property Code (the “PID Assessment Notice”) as disclosure of the obligation to pay PID Assessments.

PREVIOUS SERVICE AND ASSESSMENT PLAN UPDATES

- September 21st, 2020: Resolution adopting the 2020-2021 Annual Service Plan Update by City Council.
- September 7th and September 20th, 2021: First and final readings of the Ordinance adopting the 2021-2022 Annual Service Plan Update by City Council.
- January 18th, 2022: First reading of the Ordinance adopting the 2022-2023 Annual Service Plan and Phase II levy/assessment by City Council.
- February 21st and March 7th, 2022: First and final readings of the Ordinance adopting the amended and restated 2022-2023 Annual Service Plan and Phase II levy/assessment by City Council.
- August 15th and September 6th, 2022: First and final readings of the Ordinance adopting the 2022-2023 Annual Service Plan Update by City Council.
- August 21st and September 5th, 2023: First and final readings of the Ordinance adopting the 2023-2024 Annual Service Plan Update by City Council.
- July 22nd, 2024: Resolution adopting the preliminary 2024-2025 Service and Assessment Plan Update by City Council.

PHASES I AND II DEVELOPMENT PROFILE

Table II-B

Proposed Development within Phase #1 – Original

Proposed Development	Quantity	Measurement
70 Ft Lots	0	Units
65 Ft Lots	0	Units
60 Ft Lots	58	Units
55 Ft Lots	40	Units
Multi-Family	0	Units
Total	98	Units

Table II-C

Proposed Development within Phase #2 – Original

Proposed Development	Quantity	Measurement
70 Ft Lots	0	Units
65 Ft Lots	0	Units
60 Ft Lots	35	Units
55 Ft Lots	95	Units
Multi-Family	0	Units
Total	130	Units

PHASE III DEVELOPMENT PROFILE

Table II-D
Proposed Development within Phase #3

Proposed Development	Quantity	Measurement
70 Ft Lots	18	Units
65 Ft Lots	34	Units
60 Ft Lots	60	Units
55 Ft Lots	40	Units
Multi-Family	0	Units
Total	152	Units

SERVICE AND ASSESSMENT PLAN

The following tables are contained within the Service and Assessment Plan. With regard to the presentation, an understanding of the following terms is helpful:

- **Number of Lots** shall mean the number of permits issued by the city for home construction.
- **Equivalent Unit (EU)** shall mean the number of dwelling units (by lot type) expected to be built on the Parcel multiplied by the factors calculated. Essentially, the lot type with the highest estimated average unit value is the base and is assigned an EU factor of 1.00. Thereafter, the EU of each other lot type is a ratio/percentage of the lot type with an EU of 1.00.

PHASE III EQUIVALENT UNITS

Table D-A.12
Equivalent Units- Phase #3

Lot Type	No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (70 Ft Lot)	3	1.00	3.00
Lot Type 2 (65 Ft Lot)	32	0.93	29.76
Lot Type 3 (60 Ft Lot)	89	0.86	76.54
Lot Type 4 (55 Ft Lot)	28	0.79	22.12
Lot Type 6 (Multi-Family)	0	0.31	0.00
Total Equivalent Units	152		131.42

PID IMPROVEMENT ALLOCATIONS

- The park improvements are meant to benefit all properties within the PID. Accordingly, the estimated park improvement costs are allocated throughout all assessed property in the PID.
- 12.76% of the Budgeted Costs of Park Improvements are allocated to the Phase #1 assessed property.
- 16.46% of the Budgeted Costs of Park Improvements are allocated to the Phase #2 assessed property.
- 20.58% of the Budgeted Costs of Park Improvements are allocated to the Phase #3 assessed property.

PHASE I AND II IMPROVEMENTS

Table III-B
Authorized Improvements - Phase #1 Improvements

Description	Total Cost	% Allocation¹	Phase #1's Share of Total Costs
Grading improvements	\$143,200	12.76%	\$18,270
Irrigation improvements	\$316,310	12.76%	\$40,356
Landscaping improvements	\$960,004	12.76%	\$122,481
Site furnishings improvements	\$177,200	12.76%	\$22,608
Site elements improvements	\$447,954	12.76%	\$57,152
Playground improvements	\$517,812	12.76%	\$66,064
Other soft costs including PID creation costs	\$369,359	12.76%	\$47,124
Total Improvement Costs	\$2,931,839		\$374,055

Table III-C
Authorized Improvements - Phase #2 Improvements

Description	Total Cost	% Allocation¹	Phase #2's Share of Total Costs
Grading improvements	\$143,200	16.46%	\$23,577
Irrigation improvements	\$316,310	16.46%	\$52,079
Landscaping improvements	\$960,004	16.46%	\$158,062
Site furnishings improvements	\$177,200	16.46%	\$29,175
Site elements improvements	\$447,954	16.46%	\$73,754
Playground improvements	\$517,812	16.46%	\$85,256
Other soft costs including PID creation costs	\$369,359	16.46%	\$60,814
Total Improvement Costs	\$2,931,839		\$482,718

PHASE III IMPROVEMENTS

Table III-D
Authorized Improvements - Phase #3 Improvements

Description	Total Cost	% Allocation¹	Phase #3's Share of Total Costs
Grading improvements	\$143,200	20.58%	\$29,468
Irrigation improvements	\$316,310	20.58%	\$65,091
Landscaping improvements	\$960,004	20.58%	\$197,551
Site furnishings improvements	\$177,200	20.58%	\$36,464
Site elements improvements	\$447,954	20.58%	\$92,180
Playground improvements	\$517,812	20.58%	\$106,556
Other soft costs including PID creation costs	\$369,359	20.58%	\$76,007
Total Improvement Costs	\$2,931,839		\$603,317

ASSESSMENT RATE

- The PID Policy states that the maximum PID assessment per \$100 valuation, when added to the total tax rate, may not exceed the highest total tax rate in effect for any property in the City.
- The assessment rate of \$0.227 continues to meet the PID Policy requirement as detailed below:
- $\$2.1527 + \$0.227 = \$2.3797$
- $(\text{Tax Rate} + \text{PID Rate} = \text{T\&P Total})$
- $\$2.3797 < \2.4523
- $(\text{T\&P Total} < \text{Highest Tax Rate in City})$

	Johnson			Tarrant	
	BISD	JISD	AISD	BISD	CISD
City	\$0.6325	\$0.6325	\$0.6325	\$0.6325	\$0.6325
ISD	\$1.2575	\$1.0872	\$1.1692	\$1.2575	\$1.2575
County	\$0.3350	\$0.3350	\$0.3350	\$0.2290	\$0.2290
JC Lateral Rd	\$0.0500	\$0.0500	\$0.0500		
Hill College		\$0.0480	\$0.0447		
Tarrant College				\$0.1121	\$0.1121
Tarrant Hospital				\$0.1945	\$0.1945
TC Regional Water				\$0.0267	\$0.0267
Total	\$2.275	\$2.1527	\$2.2314	\$2.4523	\$2.4523

STAFF RECOMMENDATION

Staff's Recommendation

- Staff recommends the Council conduct a public hearing on this item. Final Council action on this item will take place upon its second reading on August 19th.

ORDINANCE _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURLESON ACCEPTING AND APPROVING AN AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN FOR THE PARKS AT PANCHASARP FARMS PUBLIC IMPROVEMENT DISTRICT JC-1; MAKING A FINDING OF SPECIAL BENEFIT TO THE PROPERTY IN PHASE #3 OF THE DISTRICT; LEVYING SPECIAL ASSESSMENTS AGAINST PROPERTY WITHIN PHASE #3 OF THE DISTRICT AND ESTABLISHING A LIEN ON SUCH PROPERTY; PROVIDING FOR PAYMENT OF THE ASSESSMENTS IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED; PROVIDING FOR THE METHOD OF ASSESSMENT AND THE PAYMENT OF THE ASSESSMENTS, PROVIDING PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS, PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a petition was submitted and filed with the City Secretary (the “City Secretary”) of the City of Burleson, Texas (the “City”) pursuant to the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the “PID Act”), requesting the creation of a public improvement district in the City to be known as the Parks at Panchasarp Farms Public Improvement District JC-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 Johnson 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 February 4, 2019, after due notice, the City Council of the City (the “City Council”) held 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 Sec. 372.009 of the PID Act and made the findings required by Sec. 372.009(b) of the PID Act and, by Resolution CSO# 981-02-2019 adopted by a majority of the members of the City Council, authorized and created the District in accordance with its finding as to the advisability of the Authorized Improvements (the “Authorization Resolution”), which authorization was effective upon publication as required by the PID Act; and

WHEREAS, following adoption of the Authorization Resolution, the City published the Authorization Resolution in a newspaper of general circulation in the City; and

WHEREAS, no written protests regarding the creation of the District from any owners of record of property within the District were filed with the City Secretary within twenty (20) days after publication of the Authorization Resolution; and

WHEREAS, the City has previously levied assessments on property within Phase #1 and Phase #2 of the District; and

WHEREAS, on July 22, 2024, the City Council adopted a resolution approving a preliminary amended and restated service and assessment plan update, determining the total costs of the Phase #3 Improvements (as defined in the Service and Assessment Plan, defined below), calling for a public hearing to consider the levying of the Assessments against the property within Phase #3 (as defined in the Service and Assessment Plan) of the District (the “Phase #3 Assessments”), authorizing and directing the filing of a proposed assessment roll for Phase #3 of the District (the “Phase #3 Assessment Roll”), authorizing and directing the publication of notice of a public hearing to consider the levying of the Phase #3 Assessments against the property within Phase #3 of the District (the “Levy and Assessment Hearing”) in a newspaper of general circulation in the City, and directing related action; and

WHEREAS, on July 22, 2024, the City Secretary filed the Phase #3 Assessment Roll and made the same available for public inspection; and

WHEREAS, the City Secretary, pursuant to Section 372.016(b) of the PID Act, published notice of the Levy and Assessment Hearing in a newspaper of general circulation in the City; and

WHEREAS, the City Secretary, pursuant to Section 372.016(c) of the PID Act, mailed the notice of the Levy and Assessment Hearing to the last known address of the owners of the property liable for the Phase #3 Assessments; and

WHEREAS, the City Council opened the Levy and Assessment Hearing on August 5, 2024 and at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Phase #3 Assessment Roll, and the proposed Phase #3 Assessments, and to offer testimony pertinent to any issue presented on the amount of the Phase #3 Assessments, the allocation of costs of the Phase #3 Improvements, the purposes of the Phase #3 Assessments, the special benefits of the Phase #3 Improvements, and the penalties and interest on annual installments and on delinquent annual installments of the Phase #3 Assessments; and

WHEREAS, the owners of 100% of the property subject to the proposed assessment within Phase #3 (the “Landowners”) had actual knowledge of the Levy and Assessment Hearing to be held on August 5, 2024, and support the levy of assessments against the property within Phase #3 in accordance with the Service and Assessment Plan to finance the Phase #3 Improvements for benefit of the property within Phase #3; and

WHEREAS, the City Council finds and determines that the Phase #3 Assessment Roll and the Panchasarp Farms Public Improvement District JC-1 Service and Assessment Plan, dated February 3, 2020, as updated for Phase #2 on March 21, 2022, as updated for Phase #3 on August 5, 2024, (as amended and updated, the “Service and Assessment Plan”), attached hereto as ***Exhibit A*** and which is incorporated herein for all purposes, should be approved and that the Phase #3 Assessments should be levied as provided in this Ordinance and the Service and Assessment Plan and the Phase #3 Assessment Roll attached thereto as Appendix H; and

WHEREAS, the City Council further finds that there were no written objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the allocation of costs of the Phase #3 Improvements, the Phase #3 Assessment Roll, or the levy of the Phase #3 Assessments; and

WHEREAS, at the Levy and Assessment Hearing, the Landowners, or their representatives, who are the persons to be assessed pursuant to this Ordinance, have indicated their approval and acceptance of the levy of the Phase #3 Assessments against their property located within Phase #3; and

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

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

Section 1. Terms.

Terms not otherwise defined herein are defined in the Service and Assessment Plan.

Section 2. Findings.

The findings and determinations set forth in the preambles hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section. The City Council hereby finds, determines, and ordains, as follows:

- (a) The apportionment of the costs of the Phase #3 Improvements (as reflected in the Service and Assessment Plan) and the Administrative Expenses (as reflected in the Service and Assessment Plan) is fair and reasonable, reflects an accurate presentation of the special benefit each assessed Parcel within Phase #3 of the District will receive from the construction of the Phase #3 Improvements identified in the Service and Assessment Plan, and is hereby approved;

(b) The Service and Assessment Plan covers a period of at least five years and defines the annual indebtedness and projected costs for the Phase #3 Improvements and has been reviewed and updated annually, including by the Service and Assessment Plan attached hereto;

(c) The Service and Assessment Plan apportions the cost of the Phase #3 Improvements to be assessed against the property in Phase #3 of the District and such apportionment is made on the basis of special benefits accruing to the property because of the Phase #3 Improvements;

(d) All of the real property in Phase #3 of the District which is being assessed in the amounts shown in the Phase #3 Assessment Roll will be benefited by the Phase #3 Improvements proposed to be constructed as described in the Service and Assessment Plan, and each assessed Parcel will receive special benefits in each year equal to or greater than each annual installment of the Phase #3 Assessments and will receive special benefits during the term of the Phase #3 Assessments equal to or greater than the total amount assessed;

(e) The method of apportionment of the costs of the Phase #3 Improvements and the Administrative Expenses set forth in the Service and Assessment Plan results in imposing equal shares of the costs of the Phase #3 Improvements and Administrative Expenses on property similarly benefited, and results in a reasonable classification and formula for the apportionment of the costs and Administrative Expenses;

(f) The Service and Assessment Plan should be approved as the service plan and assessment plan for the District as described in Sections 372.013 and 372.014 of the PID Act;

(g) The Phase #3 Assessment Roll in the form attached as Appendix H to the Service and Assessment Plan should be approved as the Phase #3 Assessment Roll for Phase #3 of the District;

(h) The provisions of the Service and Assessment Plan relating to due and delinquency dates for the Phase #3 Assessments, interest on Annual Installments, interest and penalties on delinquent Phase #3 Assessments and delinquent Annual Installments, and procedures in connection with the imposition and collection of Phase #3 Assessments should be approved and will expedite collection of the Phase #3 Assessments in a timely manner in order to provide the services and improvements needed and required for Phase #3 of the District; and

(i) A written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas

Government Code, as amended, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered, and formally acted upon.

Section 3. Service and Assessment Plan.

The Service and Assessment Plan is hereby accepted and approved pursuant to Sections 372.013 and 372.014 of the PID Act as the service plan and the assessment plan for the District.

Section 4. Phase #3 Assessment Roll.

The Phase #3 Assessment Roll is hereby accepted and approved pursuant to Section 372.016 of the PID Act as the Phase #3 Assessment Roll for Phase #3 of the District.

Section 5. Levy and Payment of Special Assessments for the Estimated Costs of Phase #3 Improvements.

(a) The City Council hereby levies an assessment on each Parcel of Phase #3 Assessed Property (excluding Non-Benefitted Property) located within Phase #3 of the District, as shown and described in the Service and Assessment Plan and the Phase #3 Assessment Roll, in the respective amounts shown on the Phase #3 Assessment Roll as a special assessment on the properties set forth in the Phase #3 Assessment Roll. The amount of the Phase #3 Annual Installments shall be reviewed and determined annually by the City Council following the City Council's annual review of the Service and Assessment Plan for the District. Pursuant to Section 372.015(d), the amount of assessment for each property owner may be adjusted following the annual review of the Service and Assessment Plan.

(b) The levy of the Phase #3 Assessments shall be effective on the date of adoption of this Ordinance levying the Phase #3 Assessments and strictly in accordance with the terms of the Service and Assessment Plan and the PID Act.

(c) The collection of the Phase #3 Assessments shall be as described in the Service and Assessment Plan. The collection of the first Annual Installment of the Phase #3 Assessments hereby levied against each Parcel of Phase #3 Assessed Property shall commence upon the earlier of: (i) with tax bills sent the first October following the issuance of the first building permit for each Lot within Phase #3, such that Phase #3 Assessments are billed only for Lots for which a building permit has been issued, (ii) with tax bills sent the first October after issuance of a series of Bonds for Phase #3 Assessed Property, such that upon the issuance of Bonds, all Assessments in the applicable Phase shall begin collection, or (iii) with tax bills sent the first October occurring after the expiration of two years from the date of the levy of Phase #3 Assessments on the Phase #3 Assessed Property, such that all Phase #3 Assessments in Phase #3 begin collection immediately after the

expiration of such two year period. Such first Annual Installment for a Phase #3 Lot or Parcel for which collection has begun, shall be due by January 31st of the following calendar year.

(d) Each Phase #3 Assessment may be prepaid in whole or in part at any time or may be paid in Annual Installments pursuant to the terms of the Service and Assessment Plan.

(e) Each Phase #3 Assessment shall bear interest at the rate or rates specified in the Service and Assessment Plan.

(f) Each Annual Installment shall be collected each year in the manner set forth in the Service and Assessment Plan.

(g) The Administrative Expenses for the Phase #3 Assessed Property shall be calculated pursuant to the terms of the Service and Assessment Plan.

Section 6. Method of Assessment.

The method of apportioning the estimated costs of the Phase #3 Improvements and the Administrative Expenses is as set forth in the Service and Assessment Plan.

Section 7. Penalties and Interest on Delinquent Assessments.

Delinquent Phase #3 Assessments shall be subject to the penalties, interest, procedures, and foreclosure sales set forth in the Service and Assessment Plan and as allowed by law.

Section 8. Prepayments of Assessments.

As provided in Section VI of the Service and Assessment Plan, the owner of any Phase #3 Assessed Property may prepay the Phase #3 Assessments levied by this Ordinance.

Section 9. Lien Priority.

The City Council and the owners of property in Phase #3 of the District intend for the obligations, covenants and burdens on the landowners of the Phase #3 Assessed Property, including without limitation the property owners' obligations related to payment of the Phase #3 Assessments and the Annual Installments thereof, to constitute covenants that shall run with the land. The Phase #3 Assessments and the Annual Installments thereof which are levied hereby shall be binding upon the landowners, as the owners of the Phase #3 Assessed Property, and their respective transferees, legal representatives, heirs, devisees, successors and assigns in the same manner and for the same period as such parties would be personally liable for the payment of ad valorem taxes under applicable law. The Phase #3 Assessments shall have lien priority as specified in the Service and Assessment Plan and the PID Act.

Section 10. Appointment of Initial Administrator and Collector of Assessments.

(a) Appointment of Administrator.

MuniCap, Inc. has been appointed and designated to serve, or until otherwise determined by the City Council, as the Administrator of the Service and Assessment Plan and of the Phase #3 Assessments levied by this Ordinance. The Administrator shall perform the duties of the Administrator described in the Service and Assessment Plan, in this Ordinance and in any contract between the City and the Administrator. The Administrator's fees, charges and expenses for providing such service shall constitute Administrative Expenses.

(b) Collector.

The City shall by future action, appoint a third-party collector of the Phase #3 Assessments. The City is hereby authorized to enter into an agreement with a third-party for the collection of the Phase #3 Assessments. The City may also contract with other qualified collection agents selected by the City or may collect the Phase #3 Assessments on its own behalf. The costs of such collection contracts shall constitute Administrative Expenses.

Section 11. Applicability of Tax Code.

To the extent not inconsistent with this Ordinance, and not inconsistent with the PID Act or the other laws governing public improvement districts, the provisions of the Texas Tax Code, as amended, governing enforcement of ad valorem tax liens shall be applicable to the imposition and collection of Phase #3 Assessments by the City.

Section 12. Filing in Land Records and with County Clerk.

The City Secretary is directed to cause a copy of this Ordinance, including the Service and Assessment Plan and the Phase #3 Assessment Roll, to be recorded in the real property records of Johnson County. The City Secretary is further directed to similarly file each Annual Service Plan Update approved by the City Council.

Not later than the seventh day after the date of the adoption of this Ordinance, City staff is hereby authorized and directed to file a copy of the Service and Assessment Plan (including the Appendices to the Service and Assessment Plan) with the county clerk of each county in which all or a part of the District is located.

Section 13. Approval of Reimbursement Agreement.

The Phase #3 Reimbursement Agreement is hereby authorized and approved in substantially final form attached hereto as Exhibit B and the Mayor and the City Manager of the City are each hereby authorized and directed to execute and deliver such Phase #3 Reimbursement Agreement with such changes as may be required to carry out the purpose of this Ordinance and

approved by the Mayor or the City Manager, as applicable, such approval to be evidenced by the execution thereof.

Section 14. Approval of Landowner Agreements.

The Phase #3 Landowner Agreements are hereby authorized and approved in substantially final form attached hereto as Exhibit C and the Mayor and the City Manager of the City are each hereby authorized and directed to execute and deliver a separate Phase #3 Landowner Agreement with each of the Landowners within Phase #3 with such changes as may be required to carry out the purpose of this Ordinance and approved by the Mayor or the City Manager, as applicable, such approval to be evidenced by the execution thereof.

Section 15. Severability.

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

Section 16. Effective Date.

This Ordinance shall take effect, and the levy of the Phase #3 Assessments, and the provisions and terms of the Service and Assessment Plan shall be and become effective upon passage and execution hereof.

[Remainder of Page Intentionally Left Blank; Signature page follows]

PASSED AND APPROVED:

First Reading: the 5th day of August, 2024.

Final Reading: the 19th day of August, 2024.

ATTEST:

CITY OF BURLESON

City Secretary

Chris Fletcher, Mayor

Chris Fletcher, Mayor
City of Burleson,
Texas

APPROVED AS TO FORM & LEGALITY:

E. Allen Taylor, Jr., City Attorney

STATE OF TEXAS §

§

COUNTY OF JOHNSON §

This instrument was acknowledged before me on the _____ day of August, 2024 by
Chris Fletcher, as Mayor of the City of Burleson, Texas on behalf of said City.

Notary Public, State of Texas

(SEAL)

Exhibit A

PANCHASARP FARMS PUBLIC IMPROVEMENT DISTRICT

CITY OF BURLESON, TEXAS

SERVICE AND ASSESSMENT PLAN

February 3, 2020

Updated for Phase #2 Assessments on March 21, 2022, and
updated for Phase #3 Assessments on August 19, 2024

PREPARED BY:

MUNICAP, INC.
— PUBLIC FINANCE —

PANCHASARP FARMS PUBLIC IMPROVEMENT DISTRICT

SERVICE AND ASSESSMENT PLAN

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I. PLAN DESCRIPTION AND DEFINED TERMS

A. INTRODUCTION

On February 4, 2019, the City Council of the City of Burleson, Texas passed and approved Resolution CSO#981-02-2019 approving and authorizing the creation of the Panchasarp Farms Public Improvement District (the “PID”) to finance the costs of certain public improvements for the benefit of property in such public improvement district, 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 Panchasarp Farms Public Improvement District Service and Assessment Plan (the “Service and Assessment Plan”) has been prepared in accordance with the PID Act and specifically Sections 372.013, 372.014, 372.015 and 372.016, which address the requirements of a service and assessment plan and the assessment roll. According to Section 372.013 of the PID Act, a service plan “must (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 E.

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

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

Section 372.016 of the PID Act requires that “after the total cost of an improvement is determined, the governing body of the municipality or county shall prepare a proposed assessment roll. The roll must state the assessment against each parcel of land in the district, as determined by the method of assessment chosen by the municipality or county under this subchapter.” The Assessment Rolls for the PID are included as Appendix F and Appendix G to 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.

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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.

“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, maintenance, and operation of the Authorized Improvements 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 any Bonds, (vi) investing or depositing of monies, (vii) complying with the PID Act and other laws applicable to any Bonds, (viii) the Trustee’s reasonable fees and expenses relating to any 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 Phase #1 Assessment Roll, Phase #2 Assessment Roll, and Phase #3 Assessment Roll, attached hereto as Appendix F, Appendix G, and Appendix H, respectively, 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 Maintenance Assessment.

“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 Phase #1 Assessment Roll, Phase #2 Assessment Roll, the Phase #3 Assessment Roll included in this Service and Assessment Plan as Appendix F, 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.

“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 Burleson, Texas.

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

“County” means Johnson County, Texas.

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

“Developer” means PF Farms, LLC, a Texas limited liability company and its successors and assigns.

“Future Phase(s)” means Phase or Phases that are fully developed after Phase #1, Phase #2 and Phase #3 as such areas are generally depicted in Appendix A. The Future Phases are subject to adjustment and are shown for example only.

“Future Phase Assessed Property” means all Parcels within the Future Phases other than Non-Benefited Property.

“PID Assessment Notice” means the form of notice required by the PID Act and Section 5.014 of the Texas Property Code, as amended. A copy of the PID Assessment Notice for the PID is attached as Appendix E.

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

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

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

“Maintenance Assessment” means the maintenance costs associated with, or incident to, the maintenance and regular repair of the Authorized Improvements and major repair and extraordinary maintenance consistent with the City’s standards, including, but not limited to, the costs of maintenance for: (i) parks, open space, and trails, (ii) other ancillary structures, (iii) features or amenities such as trails, (iv) playgrounds, (v) walkways, (vi) lighting, and (viii) any similar items located therein.

“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.E.

“Parcel” or “Parcels” means a parcel or parcels within the PID identified by either a tax map identification number assigned by the Johnson County 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 Johnson County.

“Park Improvements” mean those public improvements described in Section III of this Service and Assessment Plan, constructed and installed in accordance with this Service and Assessment Plan, and any future updates and/or amendments.

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

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

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

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

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

“Phase #1 Improvements” means the Park Improvements allocable to the Phase #1 Assessed Property.

“Phase #1 Reimbursement Agreement” means that certain Panchasarp Farms Public Improvement District Phase #1 Reimbursement Agreement, dated February 3, 2020, by and between the City and the Developer in which the Developer agrees to fund certain Actual Costs of the Phase #1 Improvements and the City agrees to reimburse the Developer for a portion of such Actual Costs of the Phase #1 Improvements funded by the Developer with interest as permitted by the PID Act.

“Phase #2” means the second Phase to be developed, identified as “Phase #2” generally shown in Appendix A, as specifically depicted and described as the sum of all Parcels shown in Appendix G.

“Phase #2 Assessed Property” means all Parcels within Phase #2 other than Non-Benefited Property and shown in the Phase #2 Assessment Roll against which an Assessment relating to the Phase #2 Improvements is levied.

“Phase #2 Assessment Revenues” mean the actual revenues received by or on behalf of the City from the collection of Assessments levied against Phase #2 Assessed Property, or the Annual Installments thereof, for the Phase #2 Improvements.

“Phase #2 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.

“Phase #2 Improvements” means the Park Improvements allocable to the Phase #2 Assessed Property.

“Phase #2 Reimbursement Agreement” means that certain Parks at Panchasarp Farms Public Improvement District JC-1 Phase #2 Reimbursement Agreement, dated March 7, 2022, by and between the City and the Developer in which the Developer agrees to fund certain Actual Costs of the Phase #2 Improvements and the City agrees to reimburse the Developer for a portion of such Actual Costs of the Phase #2 Improvements funded by the Developer with interest as permitted by the PID Act.

“Phase #3” means the second Phase to be developed, identified as “Phase #3” generally shown in Appendix A, as specifically depicted and described as the sum of all Parcels shown in Appendix H.

“Phase #3 Assessed Property” means all Parcels within Phase #3 other than Non-Benefited Property and shown in the Phase #3 Assessment Roll against which an Assessment relating to the Phase #3 Improvements is levied.

“Phase #3 Assessment Revenues” mean the actual revenues received by or on behalf of the City from the collection of Assessments levied against Phase #3 Assessed Property, or the Annual Installments thereof, for the Phase #3 Improvements.

“Phase #3 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.

“Phase #3 Improvements” means the Park Improvements allocable to the Phase #3 Assessed Property.

“Phase #3 Reimbursement Agreement” means that certain Parks at Panchasarp Farms Public Improvement District JC-1 Phase #3 Reimbursement Agreement, dated August 19, 2024, by and between the City and the Developer in which the Developer agrees to fund certain Actual Costs of the Phase #3 Improvements and the City agrees to reimburse the Developer for a portion of such Actual Costs of the Phase #3 Improvements funded by the Developer with interest as permitted by the PID Act.

“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 pursuant to Ordinance CSO#560-01-2017 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, Johnson 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 Service and Assessment Plan prepared for the PID pursuant to the PID Act, as the same may be amended from time to time.

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II. PROPERTY INCLUDED IN THE PID

A. PROPERTY INCLUDED IN THE PID

The PID is presently located within the City and contains approximately 220.88 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 was expected to consist of approximately 659 single family residential units and 250 multi-family units, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to the PID. The estimated number of units is based upon the proposed development plan.

The property within the PID was proposed to be developed as shown in Table II-A:

Table II-A
Proposed Development within the PID

Proposed Development	Quantity	Measurement
70 Ft Lots	43	Units
65 Ft Lots	73	Units
60 Ft Lots	304	Units
55 Ft Lots	239	Units
Multi-Family	250	Units
Total	909	Units

B. PROPERTY INCLUDED IN PHASE #1

Phase #1 consists of approximately 29.39 acres and was projected to consist of 98 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 Phase #1 was proposed to be developed as shown in Table II-B:

(remainder of this page is intentionally left blank)

Table II-B
Proposed Development within Phase #1 – Original

Proposed Development	Quantity	Measurement
70 Ft Lots	0	Units
65 Ft Lots	0	Units
60 Ft Lots	58	Units
55 Ft Lots	40	Units
Multi-Family	0	Units
Total	98	Units

C. PROPERTY INCLUDED IN PHASE #2

Phase #2 consists of approximately 31.512 acres and was projected to consist of 130 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 Phase #2 was proposed to be developed as shown in Table II-C:

Table II-C
Proposed Development within Phase #2 – Original

Proposed Development	Quantity	Measurement
70 Ft Lots	0	Units
65 Ft Lots	0	Units
60 Ft Lots	35	Units
55 Ft Lots	95	Units
Multi-Family	0	Units
Total	130	Units

D. PROPERTY INCLUDED IN PHASE #3

Phase #3 consists of approximately 43.001 acres and is projected to consist of 152 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 Phase #3 is proposed to be developed as shown in Table II-D:

(remainder of this page is intentionally left blank)

Table II-D
Proposed Development within Phase #3

Proposed Development	Quantity	Measurement
70 Ft Lots	3	Units
65 Ft Lots	32	Units
60 Ft Lots	89	Units
55 Ft Lots	28	Units
Multi-Family	0	Units
Total	152	Units

E. PROPERTY INCLUDED IN FUTURE PHASES

The Future Phases consist of approximately 116.977 acres and is projected to consist of 279 single family residential units and 250 multi-family units. There are no Bonds anticipated to be issued as part of Phase #1, Phase #2, or Phase #3 at this time. However, as Future Phases are developed, reimbursement agreements may be executed and/or Bonds may be issued for each new phase. In connection with the issuance of each new series of Bonds and/or execution of new reimbursement agreements, this Service and Assessment Plan will be updated to add additional details of each new Phase(s) as shown for Phase #1 in Section II.B. A map of the projected property within each Future Phase is shown in Appendix A. The Future Phases are shown for illustrative purposes only and are subject to adjustment.

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

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III. DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS

A. AUTHORIZED IMPROVEMENT OVERVIEW

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

372.003. Authorized Improvements

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

(b) A public improvement may include:

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

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

B. DESCRIPTION OF ESTIMATED COSTS OF PARKS IMPROVEMENTS

The descriptions of the Parks Improvements are presented below, as provided by the developer. The Budgeted Costs of the Park Improvements are shown in Table III-A and may be revised in an Annual Service Plan Update as needed.

Park Improvements:

The Park Improvements within the PID include grading, irrigation, landscaping, site furnishings, site elements, and playground equipment. All Park Improvement projects will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

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

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

Table III-A
Authorized Improvements - Park Improvements

Description	Budgeted Costs
Grading improvements	\$143,200
Irrigation improvements	\$316,310
Landscaping improvements	\$960,004
Site furnishings improvements	\$177,200
Site elements improvements	\$447,954
Playground improvements	\$517,812
Other soft costs including PID creation costs	\$369,359
Total Improvement Costs	\$2,931,839

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C. DESCRIPTION OF ESTIMATED COSTS OF PHASE #1 IMPROVEMENTS

The Phase #1 Improvements include a proportional share of the Parks Improvements described above that proportionally benefit Phase #1. The costs of the Projects are shown in Table III-B. The costs shown in Table III-B are estimates and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

Table III-B
Authorized Improvements - Phase #1 Improvements

Description	Total Cost	% Allocation ¹	Phase #1's Share of Total Costs
Grading improvements	\$143,200	12.76%	\$18,270
Irrigation improvements	\$316,310	12.76%	\$40,356
Landscaping improvements	\$960,004	12.76%	\$122,481
Site furnishings improvements	\$177,200	12.76%	\$22,608
Site elements improvements	\$447,954	12.76%	\$57,152
Playground improvements	\$517,812	12.76%	\$66,064
Other soft costs including PID creation costs	\$369,359	12.76%	\$47,124
Total Improvement Costs	\$2,931,839		\$374,055

¹See Section V.C for allocation of Authorized Improvements.

D. DESCRIPTION OF ESTIMATED COSTS OF PHASE #2 IMPROVEMENTS

The Phase #2 Improvements include a proportional share of the Parks Improvements described above that proportionally benefit Phase #2. The costs of the Projects are shown in Table III-C. The costs shown in Table III-C are estimates and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

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Table III-C
Authorized Improvements - Phase #2 Improvements

Description	Total Cost	% Allocation ¹	Phase #2's Share of Total Costs
Grading improvements	\$143,200	16.46%	\$23,577
Irrigation improvements	\$316,310	16.46%	\$52,079
Landscaping improvements	\$960,004	16.46%	\$158,062
Site furnishings improvements	\$177,200	16.46%	\$29,175
Site elements improvements	\$447,954	16.46%	\$73,754
Playground improvements	\$517,812	16.46%	\$85,256
Other soft costs including PID creation costs	\$369,359	16.46%	\$60,814
Total Improvement Costs	\$2,931,839		\$482,718

¹See Section V.C for allocation of Authorized Improvements.

E. DESCRIPTION OF ESTIMATED COSTS OF PHASE #3 IMPROVEMENTS

The Phase #3 Improvements include a proportional share of the Parks Improvements described above that proportionally benefit Phase #3. The costs of the Projects are shown in Table III-D. The costs shown in Table III-D are estimates and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

Table III-D
Authorized Improvements - Phase #3 Improvements

Description	Total Cost	% Allocation ¹	Phase #3's Share of Total Costs
Grading improvements	\$143,200	20.58%	\$29,468
Irrigation improvements	\$316,310	20.58%	\$65,091
Landscaping improvements	\$960,004	20.58%	\$197,551
Site furnishings improvements	\$177,200	20.58%	\$36,464
Site elements improvements	\$447,954	20.58%	\$92,180
Playground improvements	\$517,812	20.58%	\$106,556
Other soft costs including PID creation costs	\$369,359	20.58%	\$76,007
Total Improvement Costs	\$2,931,839		\$603,317

¹See Section V.C for allocation of Authorized Improvements.

F. FUTURE PHASES

As Future Phases are developed and/or Bonds are issued, this SAP will be amended to identify the allocable Authorized Improvements that confer a special benefit to the property inside each Future Phase (e.g. a Table III-E will be added to show the costs for the specific Authorized Improvements Allocable to the specific Future Phase being developed.)

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 Phase #1 portion of the Park Improvements are anticipated to be completed and accepted by the City in the 2nd quarter of 2024. The Phase #2 portion of the Park Improvements are anticipated to be completed and accepted by the City in the 2nd quarter of 2024. Phase #3 portion of the Park Improvements are anticipated to be completed and accepted by the City in the 2nd quarter of 2025. The remaining Park Improvements allocable to Future Phases will be allocated and completed once such Future Phase is developed.

The Budgeted Costs for the Authorized Improvements are \$2,931,839. 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 Phase #1 Improvements in the amount of \$374,055 were financed by the Developer and reimbursable under the Phase #1 Reimbursement Agreement. Bonds may be issued in the future; and, to the extent provided by law, the proceeds from the Bonds will be used to reimburse certain Actual Costs paid by the Developer under the terms of the Phase #1 Reimbursement Agreement and/or to pay any unpaid Actual Costs of the Authorized Improvements required to be paid under the PID Reimbursement Agreement.

The Budgeted Costs of the Phase #2 Improvements in the amount of \$482,718 were financed by the Developer and reimbursable under the Phase #2 Reimbursement Agreement. Bonds may be issued in the future; and, to the extent provided by law, the proceeds from the Bonds will be used to reimburse certain Actual Costs paid by the Developer under the terms of the Phase #2 Reimbursement Agreement and/or to pay any unpaid Actual Costs of the Authorized Improvements required to be paid under the PID Reimbursement Agreement.

The Budgeted Costs of the Phase #3 Improvements in the amount of \$603,317 are being financed by the Developer and reimbursable under the Phase #3 Reimbursement Agreement. Bonds may be issued in the future; and, to the extent provided by law, the proceeds from the Bonds will be used to reimburse certain Actual Costs paid by the Developer under the terms of the Phase #3 Reimbursement Agreement and/or to pay any unpaid Actual Costs of the Authorized Improvements required to be paid under the PID Reimbursement Agreement.

Table IV-A shows the sources and uses for the Authorized Improvements allocable to Phase #1.

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Table IV-A
Sources and Uses – Phase #1

Sources of Funds	Total
Assessments – Phase #1 Reimbursement Agreement	\$374,055
Other funding sources	\$0
Total Sources	\$374,055
Uses of Funds	
<i>Authorized Improvements</i>	
Grading improvements	\$18,270
Irrigation improvements	\$40,356
Landscaping improvements	\$122,481
Site furnishings improvements	\$22,608
Site elements improvements	\$57,152
Playground improvements	\$66,064
Other soft costs including PID creation costs	\$47,124
Total Uses	\$374,055

Table IV-B shows the estimated sources and uses for the Authorized Improvements allocable to Phase #2.

Table IV-B
Estimated Sources and Uses – Phase #2

Sources of Funds	Total
Assessments – Phase #2 Reimbursement Agreement	\$482,718
Other funding sources	\$0
Total Sources	\$482,718
Uses of Funds	
<i>Authorized Improvements</i>	
Grading improvements	\$23,577
Irrigation improvements	\$52,079
Landscaping improvements	\$158,062
Site furnishings improvements	\$29,175
Site elements improvements	\$73,754
Playground improvements	\$85,256
Other soft costs including PID creation costs	\$60,814
Total Uses	\$482,718

Table IV-C shows the estimated sources and uses for the Authorized Improvements allocable to Phase #3.

Table IV-C
Projected Sources and Uses – Phase #3

Sources of Funds	Total
Assessments – Phase #3 Reimbursement Agreement	\$603,317
Other funding sources	\$20,000
Total Sources	\$623,317
Uses of Funds	
<i>Authorized Improvements</i>	
Grading improvements	\$29,468
Irrigation improvements	\$65,091
Landscaping improvements	\$197,551
Site furnishings improvements	\$36,464
Site elements improvements	\$92,180
Playground improvements	\$106,556
Other soft costs including PID creation costs	\$76,007
<i>Subtotal Authorized Improvements</i>	<i>\$603,317</i>
<i>Other Costs</i>	
Administrative Expenses	\$20,000
<i>Subtotal Other Costs</i>	<i>\$20,000</i>
Total Uses	\$623,317

B. PROJECTED FIVE -YEAR SERVICE PLAN

Aggregate

The aggregate annual projected costs and annual projected indebtedness for the Authorized Improvements 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 – Aggregate

Year	Annual Projected Cost	Annual Projected Indebtedness	Other Funding Sources
2020	\$374,055	\$374,055	\$0
2021	\$0	\$0	\$0
2022	\$482,718	\$482,718	\$0
2023	\$0	\$0	\$0
2024	\$623,317	\$603,317	\$20,000
2025	\$0	\$0	\$0
2026	\$0	\$0	\$0
2027	\$0	\$0	\$0
2028	\$0	\$0	\$0
Total	\$1,480,089	\$1,460,089	\$20,000

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

Phase #1

The annual projected costs and annual projected indebtedness for Phase #1 is shown in Table IV-E. The annual projected costs and indebtedness is subject to revision, and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

Table IV-E
Annual Projected Costs and Annual Projected Indebtedness – Phase #1

Year	Annual Projected Cost	Annual Projected Indebtedness	Other Funding Sources	Projected Phase #1 Annual Installments
2022 & Prior	\$374,055	\$374,055	\$0	\$116,321
2023	\$0	\$0	\$0	\$58,708
2024	\$0	\$0	\$0	\$58,622
2025	\$0	\$0	\$0	\$59,178
2026	\$0	\$0	\$0	\$59,069
2027	\$0	\$0	\$0	\$59,603
2028	\$0	\$0	\$0	\$59,471
Total	\$374,055	\$374,055	\$0	\$470,973

The annual projected costs shown in Table IV-E are the annual expenditures relating to the Phase #1 Improvements shown in Table III-B. The difference between the annual projected cost and the

annual projected indebtedness, if any, represents an amount funded by the Developer, which may be reimbursed with future Bond proceeds to the extent available.

Phase #2

The annual projected costs and annual projected indebtedness for Phase #2 is shown in Table IV-F. The annual projected costs and indebtedness is subject to revision, and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

Table IV-F
Annual Projected Costs and Annual Projected Indebtedness – Phase #2

Year	Annual Projected Cost	Annual Projected Indebtedness	Other Funding Sources	Projected Phase #2 Annual Installments
2022	\$482,718	\$482,718	\$0	\$0
2023	\$0	\$0	\$0	\$71,959
2024	\$0	\$0	\$0	\$71,926
2025	\$0	\$0	\$0	\$72,722
2026	\$0	\$0	\$0	\$72,664
2027	\$0	\$0	\$0	\$73,435
2028	\$0	\$0	\$0	\$73,353
Total	\$482,718	\$482,718	\$0	\$436,060

The annual projected costs shown in Table IV-F are the annual expenditures relating to the Phase #2 Improvements shown in Table III-C. The difference between the annual projected cost and the annual projected indebtedness, if any, represents an amount funded by the Developer, which may be reimbursed with future Bond proceeds to the extent available.

Phase #3

The annual projected costs and annual projected indebtedness for Phase #3 is shown in Table IV-G. 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-G
Annual Projected Costs and Annual Projected Indebtedness – Phase #3

Year	Annual Projected Cost	Annual Projected Indebtedness	Other Funding Sources¹	Projected Phase #3 Annual Installments
2024	\$623,317	\$603,317	\$20,000	\$0
2025	\$0	\$0	\$0	\$100,676
2026	\$0	\$0	\$0	\$100,470
2027	\$0	\$0	\$0	\$101,300
2028	\$0	\$0	\$0	\$101,044
2029	\$0	\$0	\$0	\$101,825
2030	\$0	\$0	\$0	\$101,521
Total	\$623,317	\$603,317	\$20,000	\$606,836

¹First year Administrative Expenses partially paid for by the Developer.

The annual projected costs shown in Table IV-G are the annual expenditures relating to the Phase #3 Improvements shown in Table III-D. The difference between the annual projected cost and the annual projected indebtedness, if any, represents an amount funded by the Developer, which may be reimbursed with future Bond proceeds to the extent available.

C. REPAIR AND MAINTENANCE OF THE AUTHORIZED IMPROVEMENTS

The Annual Installments shall include in Administrative Expenses an amount to pay such Maintenance Assessments. After dedication or conveyance of the Authorized Improvements, the Developer is no longer responsible for the maintenance or operation of the Authorized Improvements and only assessment revenues from the Maintenance Assessment may be used for maintenance of the Authorized Improvements.

D. 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 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 Authorized Improvement program anticipates a reimbursement agreement potentially followed by a series of bond financings that are intended to finance 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. The City previously entered into the Phase #1 Reimbursement Agreement and Phase #2 Reimbursement Agreement and levied assessments on property within Phase #1 and Phase #2 in connection with obligations under the Phase #1 Reimbursement Agreement and Phase #2 Reimbursement Agreement, respectively, related to Authorized Improvements undertaken in each Phase and anticipates levying assessments in Phase #3 in connection with obligations under the Phase #3 Reimbursement Agreement. Subsequent financings are anticipated to be issued and/or executed over the upcoming decade as the subsequent phases (e.g. Phase #3) of the development are gradually constructed.

The purpose of this gradual levy of Assessment and related execution of a reimbursement agreement and/or issuance of bonds in phases is to mirror the actual development of the Authorized Improvements. The levy of Assessment and related execution of a reimbursement agreement and/or issuance of bonds are most prudently and efficiently utilized when directly coinciding with construction of public infrastructure needed for private development that is to occur once the infrastructure is completed; it is most effective to issue the Bonds and/or execute the reimbursement agreement when the infrastructure is needed, not before. Furthermore, there is no economic advantage, and several disadvantages, to issuing debt and encumbering property within the PID prior to the need for the Authorized Improvements.

For purposes of this Service and Assessment Plan, the City Council has determined that the costs of the Park Improvements shall be allocated as described below:

1. The Actual Costs of the Phase #1 Improvements, Phase #2 Improvements, and Phase #3 Improvements shall be allocated on the basis of the relative value of Parcels once such 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 Authorized Improvements.
3. The Assessed Property is classified into different Lot Types as described in Appendix D based on the type and size of proposed development on each Parcel.
4. Equivalent Units are calculated for each Lot Type based on the relative value of each Lot Type.
5. The Actual Costs of the Park Improvements are proportionally allocated to the Phase #1 Assessed Property, Phase #2 Assessed Property, and Phases #3 Assessed Property based on the ratio of total projected Equivalent Units for the Phase #1 Assessed Property, Phase #2 Assessed Property and Phase #3 Assessed Property.
6. The Actual Costs of the Phase #1 Improvements are allocated to each Parcel within the Phase #1 Assessed Property based on the applicable Equivalent Units for each Parcel.
7. The Actual Costs of the Phase #2 Improvements are allocated to each Parcel within the Phase #2 Assessed Property based on the applicable Equivalent Units for each Parcel.
8. The Actual Costs of the Phase #3 Improvements are allocated to each Parcel within the Phase #3 Assessed Property based on the applicable Equivalent Units for each Parcel.
9. The Future Phases Assessed Property's proportional share of the costs for the Park Improvements will be reallocated as each future phase is developed and allocated to each Parcel within the Future Phases Assessed Property based on the total projected Equivalent Units for each Parcel.

Table V-A provides the allocation of Budgeted Costs of the Park Improvements to Phase #1 Assessed Property, Phase #2 Assessed Property, and Phase #3 Assessed Property and Future Phase Assessed Property.

At this time, it is impossible to determine with absolute certainty the amount of special benefit each Parcel within the Future Phases will receive from the Authorized Improvements that will benefit each individual phase. Therefore, Parcels will only be assessed for the special benefits conferred upon the Parcel at this time because of the Phase #1 Improvements, Phase #2 Improvements and Phase #3 Improvements.

In connection with the issuance of Bonds and/or execution of a reimbursement agreement, this Service and Assessment Plan will be updated to reflect the special benefit each Parcel of Assessed

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

This section of this Service and Assessment Plan currently (i) describes the special benefit received by each Parcel within Phase #1, Phase #2, and Phase #3 as a result of the Phase #1 Improvements, Phase #2 Improvements, and Phase #3 Improvements, (ii) provides the basis and justification for the determination that this special benefit exceeds the amount of the Assessments levied on the Phase #1 Assessed Property, Phase #2 Assessed Property, and Phase #3 Property, respectively, for such improvements, and (iii) establishes the methodologies by which the City Council allocates and reallocates the special benefit of the Phase #1 Improvements to Phase #1 Assessed Property, Phase #2 Improvements to the Phase #2 Assessed Property, and Phase #3 Improvements to Phase #3 Assessed Property in a manner that results in equal shares of the Actual Costs of such improvements being apportioned to Parcels similarly benefited. The determination by the City Council of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Developer and all future owners and developers of the Assessed Property.

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

B. SPECIAL BENEFIT

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

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

The Authorized Improvements provide a special benefit to the Assessed Property as a result of these improvements being constructed on the Assessed Property or in close proximity to the Assessed Property and the specific purpose of these Authorized Improvements of providing

infrastructure for the Assessed Property. In other words, the Assessed Property could not be used in the manner proposed without the construction of the Authorized Improvements. The Authorized Improvements are being provided specifically to meet the needs of the Assessed Property as required for the proposed use of the property.

The Assessments are 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.

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

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

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

C. ALLOCATION OF COSTS TO ASSESSED PROPERTY

The Park Improvements will provide a special benefit to all property in the PID. Accordingly, the estimated Park Improvement costs must be allocated throughout all Assessed Property in the District. Table V-A summarizes the allocation of Budgeted Costs of the Park Improvements to Phase #1 Assessed Property, Phase #2 Assessed Property, and Phase #3 Assessed Property using the applicable Equivalent Units. The Budgeted Costs shown in Table V-A may be revised in Annual Service Plan Updates, but the related Assessment may not be increased.

As shown in Appendix D, Phase #1 was projected to contain 98 residential units representing 81.48 total Equivalent Units. Phase #2 was projected to contain 130 residential units representing 105.15 total Equivalent Units. Phase #3 was projected to contain 152 residential units representing 131.42 total Equivalent Units. As a result, 12.76 percent of the Budgeted Costs of Park Improvements (i.e. $81.48 \div 638.64 = 12.76\%$) are allocated to the Phase #1 Assessed Property, 16.46 percent of the Budgeted Costs of Park Improvements (i.e. $105.15 \div 638.64 = 16.46\%$) are allocated to the Phase #2 Assessed Property, 20.58 percent of the Budgeted Costs of Park Improvements (i.e. $131.42 \div 638.64 = 20.58\%$) are allocated to the Phase #3 Assessed Property and 50.20 percent of the Budgeted Costs of Authorized Improvements (i.e., $320.59 \div 638.64 = 50.20\%$) are allocated to the Future Phases Assessed Property.

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Table V-A
Allocation of Park Improvements

Authorized Improvement	Budgeted Costs
Grading improvements	\$143,200
Irrigation improvements	\$316,310
Landscaping improvements	\$960,004
Site furnishings improvements	\$177,200
Site elements improvements	\$447,954
Playground improvements	\$517,812
Other soft costs including PID creation costs	\$369,359
Total Park Improvements	\$2,931,839
Phase #1	
Projected total Equivalent Units ¹	81.48
% of total units	12.76%
Proportionate Share of Costs	\$374,055
Phase #2	
Projected total Equivalent Units ²	105.15
% of total units	16.46%
Proportionate Share of Costs	\$482,718
Phase #3	
Projected total Equivalent Units ³	131.42
% of total units	20.58%
Proportionate Share of Costs	\$603,317
Future Phases	
Projected total Equivalent Units ⁴	320.59
% of total units	50.20%
Proportionate Share of Costs	\$1,471,750

¹As shown in Table D-A.10 in Appendix D.

²As shown in Table D-A.11 in Appendix D.

³As shown in Table D-A.12 in Appendix D.

⁴As shown in Table D-A.13 in Appendix D.

D. ASSESSMENT METHODOLOGY

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

1. Assessment Methodology for Phase #1 Improvements

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Authorized Improvements to be financed by the Developer and reimbursable under the Phase #1 Reimbursement Agreement, shall be allocated to the Assessed Property by spreading the entire Assessment across the Parcels based on the estimated number of Equivalent Units anticipated to be developed on each Parcel within Phase #1.

Based on the Budgeted Costs of the Authorized Improvements, as set forth in Table III-B, the City Council has determined that the benefit to Assessed Property of the Authorized Improvements is at least equal to the Assessments levied on the Assessed Property.

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

The Assessment and Annual Installments for each Parcel or Lot located within Phase #1 is shown on the Phase #1 Assessment Roll, attached as Appendix F, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act. The Assessment per unit, projected leverage, and tax rate equivalent is shown in Appendix D.

2. Assessment Methodology for Phase #2 Improvements

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Authorized Improvements to be financed by the Developer and reimbursable under the Phase #2 Reimbursement Agreement, shall be allocated to the Assessed Property by spreading the entire Assessment across the Parcels based on the estimated number of Equivalent Units anticipated to be developed on each Parcel within Phase #2.

Based on the Budgeted Costs of the Authorized Improvements, as set forth in Table III-C, the City Council has determined that the benefit to Assessed Property of the Authorized Improvements is at least equal to the Assessments levied on the Assessed Property.

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

The Assessment and Annual Installments for each Parcel or Lot located within Phase #2 is shown on the Phase #2 Assessment Roll, attached as Appendix G, and no Assessment shall be changed

except as authorized by this Service and Assessment Plan or the PID Act. The Assessment per unit, projected leverage, and tax rate equivalent is shown in Appendix D.

3. Assessment Methodology for Phase #3 Improvements

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Authorized Improvements to be financed by the Developer and reimbursable under the Phase #3 Reimbursement Agreement, shall be allocated to the Assessed Property by spreading the entire Assessment across the Parcels based on the estimated number of Equivalent Units anticipated to be developed on each Parcel within Phase #3.

Based on the Budgeted Costs of the Authorized Improvements, as set forth in Table III-C, the City Council has determined that the benefit to Assessed Property of the Authorized Improvements is at least equal to the Assessments levied on the Assessed Property.

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

The Assessment and Annual Installments for each Parcel or Lot located within Phase #3 is shown on the Phase #3 Assessment Roll, attached as Appendix H, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act. The Assessment per unit, projected leverage, and tax rate equivalent is shown in Appendix D.

4. Assessment Methodology for Future Phases

When Future Phases are developed and Bonds for Future Phase issued and/or a reimbursement agreement executed, this Service and Assessment Plan will be updated to determine the assessment methodology that results in the imposition of equal shares of the Actual Costs on Assessed Property similarly benefited within Future Phases.

E. ASSESSMENTS

The Assessments are levied on each Parcel according to the Phase #1 Assessment Roll, Phase #2 Assessment Roll, and the Phase #3 Assessment Roll attached hereto as Appendix F, Appendix G and Appendix H, respectively. The Annual Installments for the Phase #1 Reimbursement Agreement, Phase #2 Reimbursement Agreement, and the Phase #3 Reimbursement Agreement will be collected at the time and in the amounts shown on the Phase #1 Assessment Roll, Phase #2 Assessment Roll, and Phase #3 Assessment Roll respectively, subject to any revisions made during an Annual Service Plan Update.

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F. 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.

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VI. TERMS OF THE ASSESSMENTS

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

The Assessment and Annual Installments for each Assessed Property located within Phase #1 is shown on the Phase #1 Assessment Roll, attached as Appendix F, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Phase #1 Annual Installments shall be collected in an amount sufficient to pay (i) principal and interest on the Phase #1 Reimbursement Agreement, (ii) to pay Administrative Expenses related to the PID, and (iii) to pay Maintenance Assessment related to the Authorized Improvements. The Annual Installment for each Parcel shall be calculated by taking into consideration any available funds.

B. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN PHASE #2 OF THE PID

The Assessment and Annual Installments for each Assessed Property located within Phase #2 is shown on the Phase #2 Assessment Roll, attached as Appendix G, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Phase #2 Annual Installments shall be collected in an amount sufficient to pay (i) principal and interest on the Phase #2 Reimbursement Agreement, (ii) to pay Administrative Expenses related to the PID, and (iii) to pay Maintenance Assessment related to the Authorized Improvements. The Annual Installment for each Parcel shall be calculated by taking into consideration any available funds.

C. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN PHASE #3 OF THE PID

The Assessment and Annual Installments for each Assessed Property located within Phase #3 is shown on the Phase #3 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.

The Phase #3 Annual Installments shall be collected in an amount sufficient to pay (i) principal and interest on the Phase #3 Reimbursement Agreement, (ii) to pay Administrative Expenses related to the PID, and (iii) to pay Maintenance Assessment related to the Authorized Improvements. The Annual Installment for each Parcel shall be calculated by taking into consideration any available funds.

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

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

As Future Phases are developed, this Service and Assessment Plan will be amended to determine the Assessment and Annual Installments for each Future Phase Assessed Property (e.g., Appendix H will be added). The Assessments for each Future Phase shall not exceed the benefit received by each Future Phase Assessed Property.

E. REALLOCATION OF ASSESSMENTS

1. Subdivision

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

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

Where the terms have the following meanings:

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

The calculation of the estimated number of Equivalent 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.

F. MANDATORY PREPAYMENT OF ASSESSMENTS

1. Prior to the City approving a subdivision plat, the Administrator will certify that such plat will not result in the Assessment per Parcel to exceed the Maximum Assessment Per Equivalent Unit. If a subdivision of a Parcel or consolidation of Parcels results in a reallocated Assessment per unit for a Parcel that would exceed the Maximum Assessment Per Equivalent Unit shown in this Service and Assessment Plan, the owner shall pay to the City at the time of the subdivision or consolidation the amount by which the reallocated Assessment for the Parcel exceeds the Maximum Assessment per Unit plus, if applicable, accrued interest through the date of such payment. Prepayment Costs, if any, that result from such owner-initiated subdivision or consolidation shall be paid by the owner to the City at the time of the subdivision or consolidation.
2. If a Parcel subject to Assessments is transferred to a party that is exempt from the payment of the Assessment under applicable law, or if an owner causes a Parcel subject to Assessments to become Non-Benefited Property, the owner of such Parcel shall pay to the City the full amount of the principal portion of the Assessment on such Parcel, plus all Prepayment Costs and Delinquent Collection Costs, prior to any such transfer or act.
3. The payments required above shall be treated the same as any Assessment that is due and owing under the PID Act, the Assessment Ordinance, and this Service and Assessment Plan, including the same lien priority, penalties, procedures, and foreclosure specified by the PID Act.

G. REDUCTION OF ASSESSMENTS

1. If after all Authorized Improvements to be funded with a series of Bonds and/or reimbursement agreement have been completed and Actual Costs for such Authorized Improvements are less than the Budgeted Costs of the Authorized Improvements used to calculate the Assessments securing such series of Bonds and/ or related reimbursement agreement, resulting in excess proceeds being available to redeem Bonds and/or reduce obligations under a reimbursement agreement, and the case may be, and such excess proceeds are applied to redeem Bonds and/or the obligations under a reimbursement agreement may be reduced as provided in any applicable indenture of trust or the terms of the reimbursement agreement, then the Assessment securing such series of Bonds and/or related reimbursement agreement for each Parcel of Assessed Property shall be reduced by the City Council pro rata such that the sum of the resulting reduced Assessments for all Assessed Properties equals the actual reduced Actual Costs. The Assessments shall not be reduced to an amount less than the related outstanding series of Bonds and/or amounts due under a related reimbursement agreement. If all of the Authorized Improvements are not completed, the City may reduce the Assessments in another method if it determines such method would better reflect the benefit received by the Parcels from the Authorized Improvements completed.
2. If all the Authorized Improvements are not undertaken, resulting in excess proceeds being available to redeem Bonds and/ or a need to reduce the obligations under a reimbursement agreement, and such excess proceeds shall be applied to redeem Bonds and/or reduce obligations under a reimbursement agreement, as the case may be, as provided in any

applicable indenture of trust or the terms of the reimbursement agreement, then the Assessments and Annual Installments for each Parcel shall be appropriately reduced by the City Council to reflect only the amounts required to repay the Bonds and/or pay obligations under a reimbursement agreement, including interest on the Bonds and/or interest due under reimbursement agreement and Administrative Expenses. The City Council may reduce the Assessments and the Annual Installments for each Parcel (i) in an amount that represents the Authorized Improvements provided for each Parcel or (ii) by an equal percentage calculated based on number of units, if determined by the City Council to be the most fair and practical means of reducing the Assessments for each Parcel, such that the sum of the resulting reduced Assessments equals the amount required to repay the Bonds and/or pay obligations under a reimbursement agreement, including interest on the Bonds and/or interest due under reimbursement agreement and Administrative Expenses. The principal portion of the Assessment for each Parcel shall be reduced pro rata to the reduction in the Assessments for each Parcel such that the sum of the resulting reduced principal portion of the Bonds and/or obligations under a reimbursement agreement is equal to the outstanding principal amount of the Bonds and/or reimbursement agreement.

H. PAYMENT OF ASSESSMENTS

1. Payment in Full

- (a) The Assessment for any Parcel (excluding the Maintenance Assessment) may be paid in full at any time. Such payment shall include all Prepayment Costs. If Bonds are issued, and prepayment in full will result in redemption of Bonds, the payment amount shall be reduced by the amount, if any, of interest through the date of redemption of Bonds and reserve funds applied to the redemption under any applicable indenture of trust, net of any other costs applicable to the redemption of such Bonds.
- (b) If an Annual Installment has been billed prior to payment in full of an Assessment, the Annual Installment shall be due and payable and shall be credited against the payment-in-full amount
- (c) Upon payment in full of the Assessment and all Prepayment Costs, the City shall deposit the payment in accordance with any indenture of trust, if applicable, or other relevant PID documents; whereupon, the Assessment shall be reduced to zero and the Assessment Roll revised accordingly, and the owner's obligation to pay the Assessment and Annual Installments thereof shall automatically terminate. The Administrator shall cause the revised Assessment Roll to be approved by the City Council as part of the next Annual Service Plan update. The City shall provide owner with a recordable notice of the termination of the Assessment. The City Manager or their designee is hereby authorized to execute any such notice or other lien release documents.
- (d) At the option of the owner, the Assessment on any Parcel plus Prepayment Costs may be paid in part. Upon the payment of such amounts for a Parcel, the Assessment for the Parcel shall be reduced, the Assessment Roll shall be updated to reflect such partial payment, and the obligation to pay the Annual Installment for such Parcel shall be reduced to the extent the partial payment is made.

- (e) Any payment of Assessment in full, or in part, does not preclude the obligation of paying the Maintenance Assessment. Any parcel, the assessment of which is paid in full or in part, shall continue to pay the Maintenance Assessment.

2. Payment in Annual Installments

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

Phase #1

The interest on the unpaid portion of each Assessment shall be paid: (i) at the rate of the actual interest on Bonds secured by such Assessment, if such Bonds are issued by the City, or (ii) if Bonds are not issued, at a rate (i) not to exceed five hundred basis points above the highest average index rate for tax-exempt bond reported in a daily or weekly bond index approved by the City and reported in the month prior to the establishment of the Assessment and continuing for a period of five years from such date, and (ii) not to exceed two hundred basis points above such bond index rate for the period beginning with the sixth year and shall continue until the Assessment is paid in full. The Phase #1 Assessment Roll sets forth for each year the Annual Installment for each Parcel based on an interest rate of 5.10% for years 1 through 5 and 5.10% thereafter. Unless and until the City issues Bonds secured by Assessments levied against the Phase #1 Assessed Property, the interest on the Phase #1 Reimbursement Agreement shall be paid based on an interest rate of 5.10% per annum for years 1 through 5 and 5.10% per annum following the fifth Annual Installment in accordance with the Phase #1 Reimbursement Agreement. The index approved by the City is the *Bond Buyer Index* for which the highest average rate during the previous thirty days prior to the levy of Assessments was 3.10%. Furthermore, the Annual Installments may not exceed the amounts shown on the Phase #1 Assessment Roll. Upon the issuance of Bonds for the Phase #1 Improvements, the Phase #1 Reimbursement Agreement shall bear interest at the rate of the Bonds, plus additional interest under Section 372.018 of the PID Act, which rate may exceed the current rates set forth in the Phase #1 Assessment Roll.

Phase #2

The interest on the unpaid portion of each Assessment shall be paid: (i) at the rate of the actual interest on Bonds secured by such Assessment, if such Bonds are issued by the City, or (ii) if Bonds are not issued, at a rate (i) not to exceed five hundred basis points above the highest average index rate for tax-exempt bond reported in a daily or weekly bond index approved by the City and reported in the month prior to the establishment of the Assessment and continuing for a period of five years from such date, and (ii) not to exceed two hundred basis points above such bond index rate for the period beginning with the sixth year and shall continue until the Assessment is paid in

full. The Phase #2 Assessment Roll sets forth for each year the Annual Installment for each Parcel based on an interest rate of 4.45% for years 1 through 5 and 4.45% thereafter. Unless and until the City issues Bonds secured by Assessments levied against the Phase #2 Assessed Property, the interest on the Phase #2 Reimbursement Agreement shall be paid based on an interest rate of 4.45% per annum for years 1 through 5 and 4.45% per annum following the fifth Annual Installment in accordance with the Phase #2 Reimbursement Agreement. The index approved by the City is the *Bond Buyer Index* for which the highest average rate during the previous thirty days prior to the levy of Assessments was 2.45%. Furthermore, the Annual Installments may not exceed the amounts shown on the Phase #2 Assessment Roll. Upon the issuance of Bonds for the Phase #2 Improvements, the Phase #2 Reimbursement Agreement shall bear interest at the rate of the Bonds, plus additional interest under Section 372.018 of the PID Act, which rate may exceed the current rates set forth in the Phase #2 Assessment Roll.

Phase #3

The interest on the unpaid portion of each Assessment shall be paid: (i) at the rate of the actual interest on Bonds secured by such Assessment, if such Bonds are issued by the City, or (ii) if Bonds are not issued, at a rate (i) not to exceed five hundred basis points above the highest average index rate for tax-exempt bond reported in a daily or weekly bond index approved by the City and reported in the month prior to the establishment of the Assessment and continuing for a period of five years from such date, and (ii) not to exceed two hundred basis points above such bond index rate for the period beginning with the sixth year and shall continue until the Assessment is paid in full. The Phase #3 Assessment Roll sets forth for each year the Annual Installment for each Parcel based on an interest rate of 6.23% for years 1 through 5 and 6.23% thereafter. Unless and until the City issues Bonds secured by Assessments levied against the Phase #3 Assessed Property, the interest on the Phase #3 Reimbursement Agreement shall be paid based on an interest rate of 6.23% per annum for years 1 through 5 and 6.23% per annum following the fifth Annual Installment in accordance with the Phase #3 Reimbursement Agreement. The index approved by the City is the *Bond Buyer Index* for which the highest average rate during the previous thirty days prior to the levy of Assessments was 4.23%. Furthermore, the Annual Installments may not exceed the amounts shown on the Phase #3 Assessment Roll. Upon the issuance of Bonds for the Phase #3 Improvements, the Phase #3 Reimbursement Agreement shall bear interest at the rate of the Bonds, plus additional interest under Section 372.018 of the PID Act, which rate may exceed the current rates set forth in the Phase #3 Assessment Roll.

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

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

required by and established in any ordinance and/or indenture authorizing and securing the refunding bonds, and such refunding bonds shall constitute Bonds for purposes of this Service and Assessment Plan.

I. COLLECTION OF ANNUAL INSTALLMENTS

No less frequently than annually, the Administrator shall prepare, and the City Council shall approve, an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include an updated Assessment Roll and a calculation of the Annual Installment for each Parcel. Administrative Expenses shall be allocated among Parcels in proportion to the amount of the Annual Installments for the Parcels. Each Annual Installment shall be reduced by any credits or available funds applied under the applicable indenture of trust, including capitalized interest, interest earnings on any account balances, and any other funds available to the PID 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 Phase #1 Lot or Parcel shall commence upon the earlier of: (i) with tax bills sent the first October following the issuance of the first building permit for each Lot within each Phase, such that Assessments are billed only for Lots for which a building permit has been issued, (ii) with tax bills sent the first October after issuance of a series of Bonds for Phase #1 Assessed Property, such that upon the issuance of Bonds, all Assessments in the applicable Phase shall begin collection, or (iii) with tax bills sent the first October occurring after the expiration of two years from the date of the levy of Assessments on the Phase #1 Assessed Property, such that all Assessments in the applicable Phase begin collection immediately after the expiration of such two year period. Such first Annual Installment for a Phase #1 Lot or Parcel for which collection has begun, shall be due by January 31st of the following calendar year. Collection of the Assessments commenced for Forty-one (41) Lots withing Phase #1 with the issuance of building permits as of June 30, 2020. Collection of the Assessments commenced for fifty-five (55) Lots withing Phase #1 with the issuance of building permits as of June 30, 2021. Collection of the Assessments on the remaining two (2) Lots will be triggered in 2022-2023 following the expiration of two years from the date of the levy of Assessments on the Phase #1 Assessed Property

The collection of the first Annual Installment for a Phase #2 Lot or Parcel shall commence upon the earlier of: (i) with tax bills sent the first October following the issuance of the first building permit for each Lot within each Phase, such that Assessments are billed only for Lots for which a building permit has been issued, (ii) with tax bills sent the first October after issuance of a series of Bonds for Phase #2 Assessed Property, such that upon the issuance of Bonds, all Assessments in the applicable Phase shall begin collection, or (iii) with tax bills sent the first October occurring after the expiration of two years from the date of the levy of Assessments on the Phase #2 Assessed Property, such that all Assessments in the applicable Phase begin collection immediately after the expiration of such two year period. Such first Annual Installment for a Phase #2 Lot or Parcel for which collection has begun, shall be due by January 31st of the following calendar year.

The collection of the first Annual Installment for a Phase #3 Lot or Parcel shall commence upon the earlier of: (i) with tax bills sent the first October following the issuance of the first building permit for each Lot within each Phase, such that Assessments are billed only for Lots for which a building permit has been issued, (ii) with tax bills sent the first October after issuance of a series of Bonds for Phase #3 Assessed Property, such that upon the issuance of Bonds, all Assessments in the applicable Phase shall begin collection, or (iii) with tax bills sent the first October occurring after the expiration of two years from the date of the levy of Assessments on the Phase #3 Assessed Property, such that all Assessments in the applicable Phase begin collection immediately after the expiration of such two year period. Such first Annual Installment for a Phase #3 Lot or Parcel for which collection has begun, shall be due by January 31st of the following calendar year.

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

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VII. THE ASSESSMENT ROLL

A. PHASE #1 ASSESSMENT ROLL

The Phase #1 Assessed Property has been assessed for the special benefits conferred upon the property resulting from the Phase #1 Improvements. Table VII-A summarizes the \$374,055 in special benefit received by the Phase #1 Assessed Property from the Phase #1 Improvements. The amount of the Phase #1 Reimbursement Agreement for the Phase #1 Improvements is \$374,055, which is equal to the benefit received by the Phase #1 Assessed Property. Accordingly, the total Assessment to be applied to all the Phase #1 Assessed Property is \$374,055 plus Administrative Expenses and Maintenance Assessment. The Assessment for each Phase #1 Assessed Property is calculated based on the allocation methodologies described in Section V.C and is summarized in the Phase #1 Assessment Roll. The Phase #1 Assessment Roll is attached hereto as Appendix F.

Table VII-A
Phase #1
Special Benefit Summary

Special Benefit	Total Cost
Total Authorized Improvements ¹	\$374,055
Total Special Benefit	\$374,055
Special Benefit:	
Total Special Benefit	\$374,055
Projected Special Assessment	\$374,055
Excess Benefit	\$0

¹See Table III-B for details.

B. PHASE #2 ASSESSMENT ROLL

The Phase #2 Assessed Property has been assessed for the special benefits conferred upon the property resulting from the Phase #2 Improvements. Table VII-B summarizes the \$482,718 in special benefit received by the Phase #2 Assessed Property from the Phase #2 Improvements. The amount of the Phase #2 Reimbursement Agreement for the Phase #2 Improvements is \$482,718, which is equal to the benefit received by the Phase #2 Assessed Property. Accordingly, the total Assessment to be applied to all the Phase #2 Assessed Property is \$482,718 plus Administrative Expenses and Maintenance Assessment. The Assessment for each Phase #2 Assessed Property is calculated based on the allocation methodologies described in Section V.C and is summarized in the Phase #2 Assessment Roll. The Phase #2 Assessment Roll is attached hereto as Appendix G.

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Table VII-B
Phase #2
Special Benefit Summary

Special Benefit	Total Cost
Total Authorized Improvements ¹	\$482,718
Total Special Benefit	\$482,718
Special Benefit:	
Total Special Benefit	\$482,718
Projected Special Assessment	\$482,718
Excess Benefit	\$0

¹See Table III-C for details.

C. PHASE #3 ASSESSMENT ROLL

The Phase #3 Assessed Property has been assessed for the special benefits conferred upon the property resulting from the Phase #3 Improvements. Table VII-C summarizes the \$623,317 in special benefit received by the Phase #3 Assessed Property from the Phase #3 Improvements. The amount of the Phase #3 Reimbursement Agreement for the Phase #3 Improvements is \$603,317, which is less than the benefit received by the Phase #3 Assessed Property. Accordingly, the total Assessment to be applied to all the Phase #3 Assessed Property is \$603,317 plus Administrative Expenses and Maintenance Assessment. The Assessment for each Phase #3 Assessed Property is calculated based on the allocation methodologies described in Section V.C and is summarized in the Phase #3 Assessment Roll. The Phase #3 Assessment Roll is attached hereto as Appendix H.

Table VII-C
Phase #3
Special Benefit Summary

Special Benefit	Total Cost
Total Authorized Improvements ¹	\$603,317
Total Other Costs	\$20,000
Total Special Benefit	\$623,317
Special Benefit:	
Total Special Benefit	\$623,317
Projected Special Assessment	\$603,317
Excess Benefit	\$20,000

¹See Table III-D for details.

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D. FUTURE PHASES ASSESSMENT ROLL

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

E. 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 Parcel of Assessed Property, including any adjustments authorized by this Service and Assessment Plan or 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.G of this Service and Assessment Plan.

If Bonds are issued, the Assessment Roll shall be updated, which update may be done in the next Annual Service Plan Update, to reflect any changes resulting from the issuance of the Bonds. This update shall reflect the actual interest on the Bonds on which the Annual Installments shall be paid, any reduction in the Assessments, and any revisions in the Actual Costs to be funded by the Bonds and Developer funds.

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VIII. MISCELLANEOUS PROVISIONS

A. ADMINISTRATIVE REVIEW

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

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

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

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

B. TERMINATION OF ASSESSMENTS

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

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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; such interpretations and determinations shall be conclusive

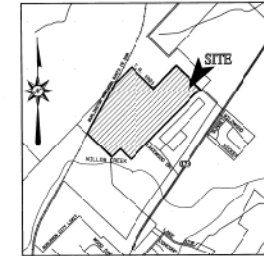
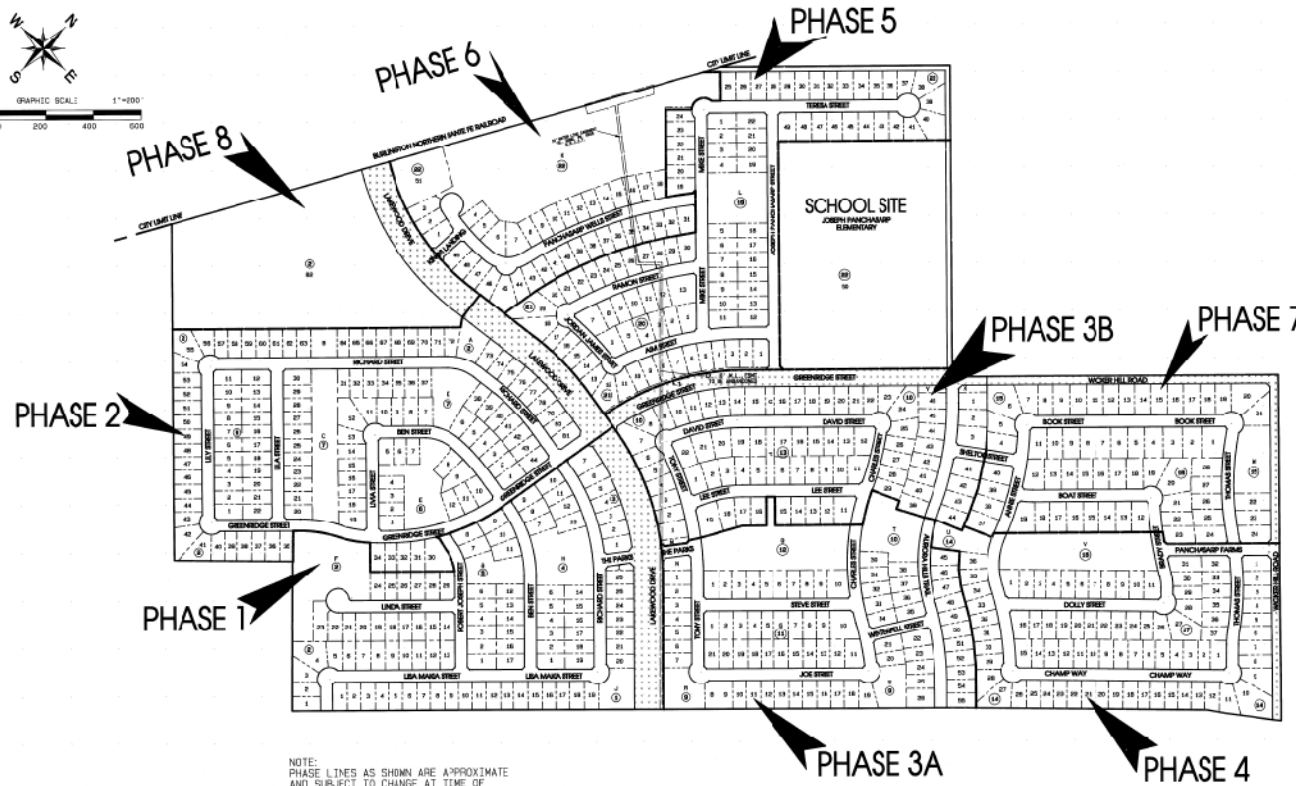
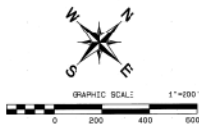
E. SEVERABILITY

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



VICINITY MAP
NOT TO SCALE

NOTE:
PHASE LINES AS SHOWN ARE APPROXIMATE
AND SUBJECT TO CHANGE AT TIME OF
FINAL PLATTING.

DEVELOPMENT SUMMARY

PARCEL	LOT TYPE	TYPE A	TYPE B	TYPE C	TYPE D	GRASS AREA (ACRES)	LOTS (ACRES)	DENSITY (LOTS/ACRE)	OPEN SPACE (ACRES)	OPEN SPACE PERCENT
PHASE 1	SP	30' 40' 30'	28' 28' 30'			28.18	88	3.12	4.37	13.8%
PHASE 2	SP	30' 40' 30'	28' 28' 30'			28.18	88	3.12	4.37	13.8%
PHASE 3A	SP	30' 40' 30'	28' 28' 30'			28.18	88	3.12	4.37	13.8%
PHASE 3B	SP	30' 40' 30'	28' 28' 30'			28.18	88	3.12	4.37	13.8%
PHASE 4	SP	30' 40' 30'	28' 28' 30'			28.18	88	3.12	4.37	13.8%
PHASE 5	SP	30' 40' 30'	28' 28' 30'			28.18	88	3.12	4.37	13.8%
PHASE 6	SP	30' 40' 30'	28' 28' 30'			28.18	88	3.12	4.37	13.8%
PHASE 7	SP	30' 40' 30'	28' 28' 30'			28.18	88	3.12	4.37	13.8%
PHASE 8	SP	30' 40' 30'	28' 28' 30'			28.18	88	3.12	4.37	13.8%
SCHOOL SITE	M-F					14.18	1	1.00	0.00	0.0%
TOTAL						141.80	169	1.18	29.00	20.4%

LEGEND

SP Single-Family
M-F Multi-Family
COM Commercial

PR. DIRECTION	STREET NAME	STREET TYPE/RIGHT-OF-WAY	R-O-W (FEET)
N-S	LAKEWOOD DRIVE	SP ROW	75.00
N-S	GREENRIDGE STREET	SP ROW	75.00
N-S	ROCKY HILL ROAD	SP ROW	75.00
N-S	LOCAL STREET	SP ROW	30.00
TOTAL ROW DEDICATION			

Preliminary plat document shall not be recorded for any purpose and shall not be used or relied upon without the approval of the City of Burleson, Texas. Issued for review. No. 30 074320 0346

GOODWIN MARSHALL
CIVIL ENGINEERS - PLANNERS - SURVEYORS
2146 Mustang Drive, Georgetown, Texas 78626
Main 2677 309-4370
FAX 2677 309-4370
TX REGISTRATION # P-0344
TOLLS # 1001700

OWNER/DEVELOPER:
PANCHASARP J.C.L.P.
4020 N. MACARTHUR BLVD.
STE. 122 278
IRVING, TX 75038

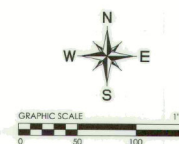
PRELIMINARY PLAT
FOR
THE PARKS AT PANCHASARP FARMS
PHASES 1-8
2,807.71 ACRES
SITUATED IN THE
H.G. CATLETT SURVEY, ABSTRACT NO. 179
H.G. CATLETT SURVEY, ABSTRACT NO. 178
CITY OF BURLESON, JOHNSON COUNTY, TEXAS
659 SINGLE FAMILY LOTS
31 OPEN SPACE LOTS
OCTOBER, 2016
EXISTING ZONING: PD PLANNED DEVELOPMENT

SHEET 1 OF 9



VICINITY MAP
N.T.S.

LEGEND	
SQ. FT.	SQUARE FEET
INST. NO.	INSTRUMENT NUMBER
VOL.	VOLUME
BOOK	BOOK
PAGE	PAGE
D.R.J.C.T.	DEED RECORDS, JOHNSON COUNTY, TEXAS
P.R.J.C.T.	PLAT RECORDS, JOHNSON COUNTY, TEXAS
I.R.F.	IRON ROD FOUND
I.P.F.	IRON PIPE FOUND
C.I.R.F.	CAPPED IRON ROD FOUND
C.I.R.S.	CAPPED IRON ROD SET (COMMON)
R/W	RIGHT-OF-WAY
U.E.	UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
S.W.E.	SCREENING WALL EASEMENT
L.M.E.	LANDSCAPE MAINTENANCE EASEMENT
P.A.E.	PUBLIC ACCESS EASEMENT
O	1/2" CAPPED IRON ROD SET UNLESS OTHERWISE NOTED
---	BOUNDARY
---	ADJOINERS
---	EASEMENTS
---	CENTERLINE
---	BUILDING LINE
---	ABSTRACT LINE



**FINAL PLAT
OF
THE PARKS AT PANCHASARP
FARMS, PHASE 3A & 3B**

BEING
43.001 ACRES
SITUATED IN THE
H.G. CATLETT SURVEY No. 16, ABSTRACT No. 178
H.G. CATLETT SURVEY No. 15, ABSTRACT No. 179
CITY OF BURLESON, JOHNSON COUNTY, TEXAS
152 RESIDENTIAL LOTS, 11 NON-RESIDENTIAL LOTS
Date: May 2024

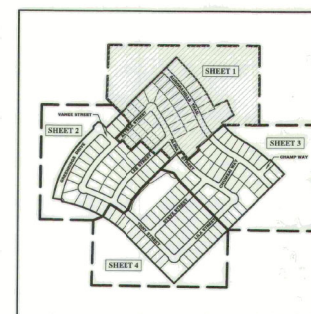
PLAT FILED 5/14/2024
INSTRUMENT 2024-87
DRAWN BY SLIDE
APRIL LONG, JOHNSON COUNTY CLERK
BY *Archie Shumaker*, DEPUTY CLERK

OWNER/DEVELOPER:
JC PANCHASARP L.P.
4020 N. MACARTHUR BLVD.
STE 122-278
IRVING, TX 75038

PREPARED BY:



KEY MAP
N.T.S.



CASE NO. 22-056

SHEET 1 OF 5

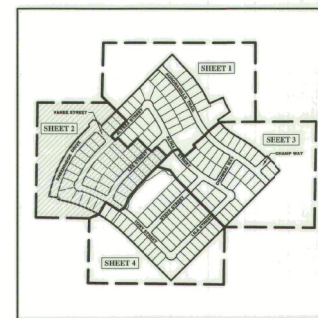
PLAT FILED: 5/16/2024
 INSTRUMENT: 2024-87
 DRAWER: P SLIDE
 APRIL LONG, JOHNSON COUNTY CLERK
 BY: *Alisa Rhinck* DEPUTY CLERK

OWNER/DEVELOPER:
 JC PANCHASARP L.P.
 4020 N. MACARTHUR BLVD.
 STE 122-278
 IRVING, TX 75038

PREPARED BY:



CASE NO. 22-056



KEY MAP
 N.T.S.



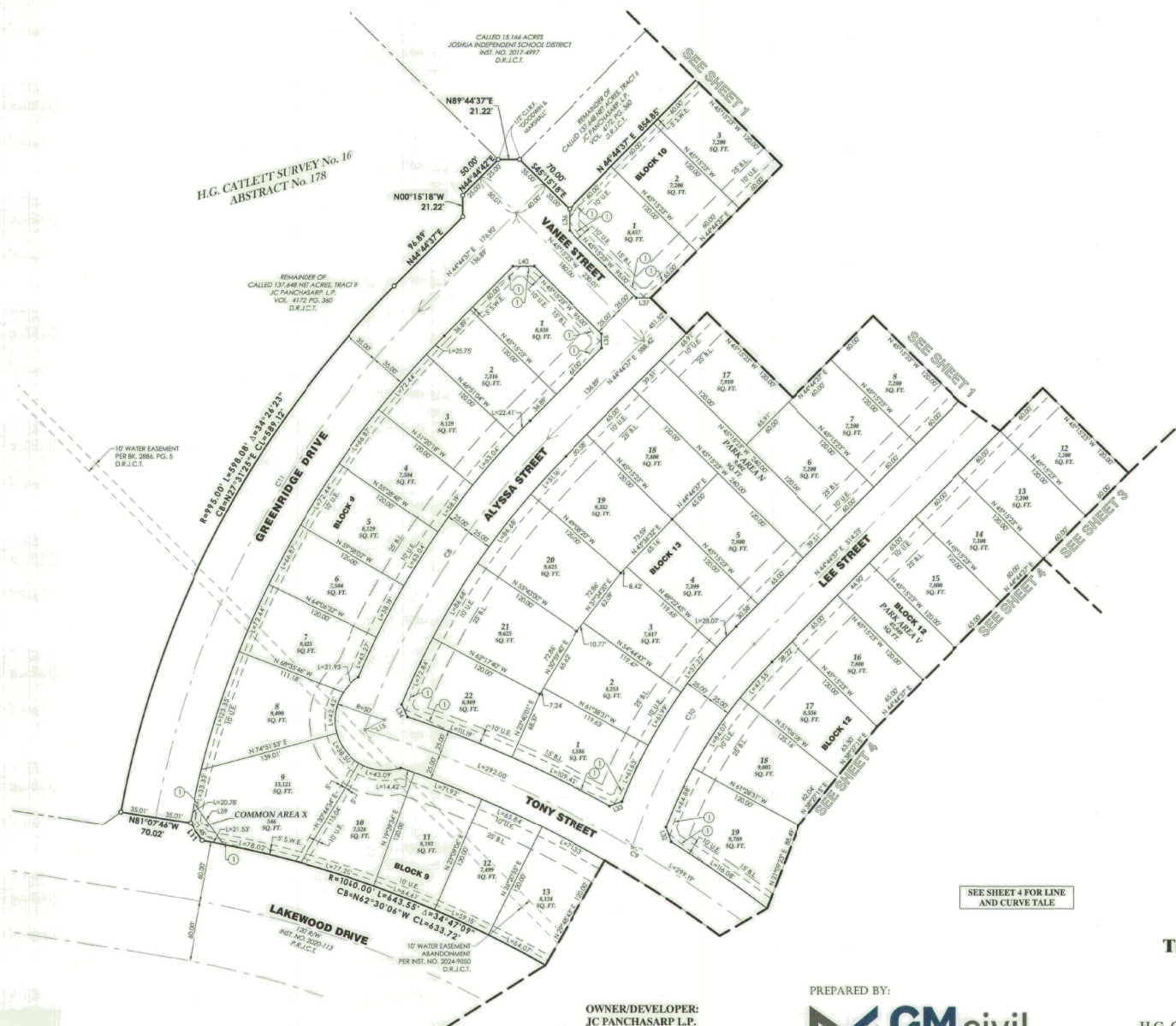
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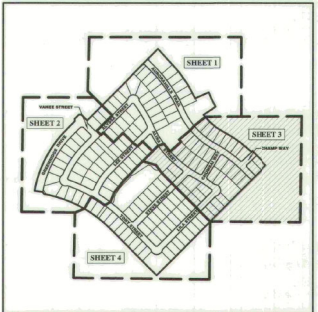
FINAL PLAT
 OF
**THE PARKS AT PANCHASARP
 FARMS, PHASE 3A & 3B**

BEING
 43.001 ACRES
 SITUATED IN THE
 H.G. CATLETT SURVEY No. 16, ABSTRACT No. 178
 H.G. CATLETT SURVEY No. 15, ABSTRACT No. 179
 CITY OF BURLESON, JOHNSON COUNTY, TEXAS
 152 RESIDENTIAL LOTS, 11 NON-RESIDENTIAL LOTS

Date: April 2024

SHEET 2 of 5





KEY MAP
N.T.S.



SEE SHEET 4 FOR LINE
AND CURVE DATA

PLAT FILED: 5/14/2024
INSTRUMENT: 2024-077
DRAWN BY: SLIDE
APPROVED: APRIL LONG, JOHNSON COUNTY CLERK
BY: *Charles Shum*, DEPUTY CLERK

OWNER/DEVELOPER:
JC PANCHASARP L.P.
4020 N. MACARTHUR BLVD.
STE 122-278
IRVING, TX 75038

PREPARED BY:
GMcivil
Engineering & Surveying
1508 W. Greenway Street, Suite 100
Irving, TX 75039
Tel: 972-451-1111 Fax: 972-451-1112

**FINAL PLAT
OF
THE PARKS AT PANCHASARP
FARMS, PHASE 3A & 3B**

BEING
43.001 ACRES
SITUATED IN THE
H.G. CATLETT SURVEY No. 16, ABSTRACT No. 178
H.G. CATLETT SURVEY No. 15, ABSTRACT No. 179
CITY OF BURLESON, JOHNSON COUNTY, TEXAS
152 RESIDENTIAL LOTS, 11 NON-RESIDENTIAL LOTS
Date: April 2024

CASE NO. 22-056

SHEET 3 of 5

PLAT FILED S / 14 / 2024
 INSTRUMENT# 2024 - 87
 DRAWER P SLIDE
 APPR. LONG, JOHNSON COUNTY CLERK
 BY Paula Shuler DEPUTY CLERK

OWNER/DEVELOPER:
 JC PANCHASARP L.P.
 4020 N. MACARTHUR BLVD.
 STE 122-278
 IRVING, TX 75038

PREPARED BY:

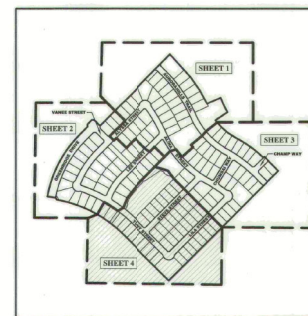


CASE NO. 22-056

SHEET 4 of 5

FINAL PLAT OF **THE PARKS AT PANCHASARP FARMS, PHASE 3A & 3B**

BEING
 43.001 ACRES
 SITUATED IN THE
 H.G. CATLETT SURVEY No. 16, ABSTRACT No. 178
 H.G. CATLETT SURVEY No. 15, ABSTRACT No. 179
 CITY OF BURLESON, JOHNSON COUNTY, TEXAS
 152 RESIDENTIAL LOTS, 11 NON-RESIDENTIAL LOTS
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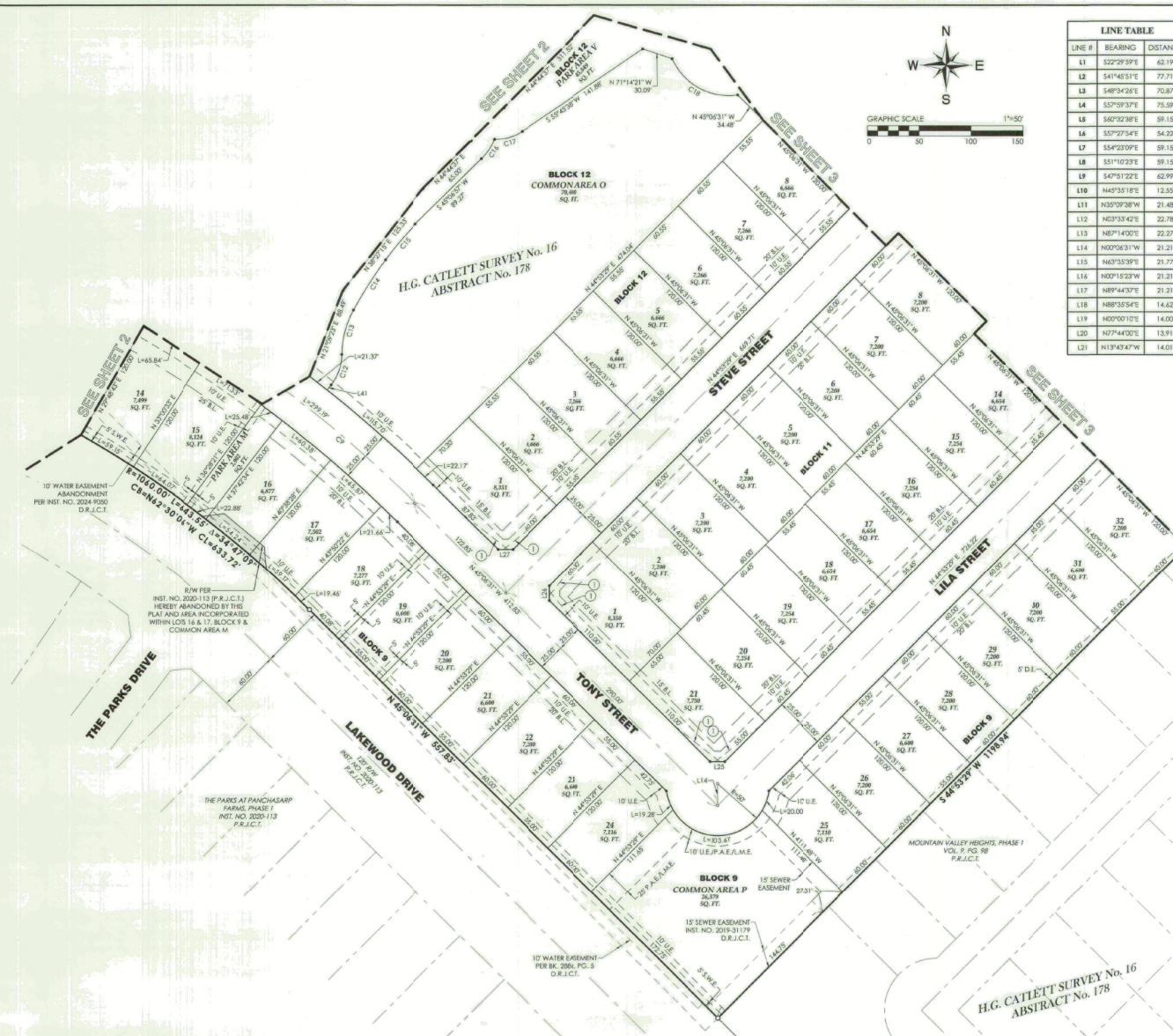
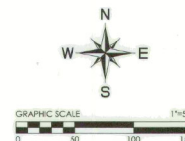


KEY MAP
 N.T.S.

LINE #	BEARING	DISTANCE
L1	S22°29'39"E	62.19'
L2	S41°45'51"E	77.71'
L3	S48°34'26"E	70.87'
L4	S57°59'37"E	75.59'
L5	S40°22'38"E	59.15'
L6	S52°27'54"E	54.22'
L7	S54°23'09"E	59.15'
L8	S51°10'23"E	59.15'
L9	S47°51'22"E	62.99'
L10	N43°55'18"E	12.55'
L11	N35°09'38"W	21.48'
L12	N63°53'42"E	22.78'
L13	N87°14'00"E	22.27'
L14	N00°56'31"W	21.21'
L15	N63°55'39"E	21.77'
L16	N07°18'23"W	21.21'
L17	N89°44'37"E	21.21'
L18	N88°58'54"E	14.62'
L19	N80°09'10"E	14.00'
L20	N07°44'00"E	13.91'
L21	N13°49'47"W	14.01'

LINE #	BEARING	DISTANCE
L22	N76°22'35"E	14.25'
L23	N12°13'13"W	14.38'
L24	N02°21'20"W	13.32'
L25	N88°53'29"E	14.14'
L26	N00°56'31"W	14.14'
L27	N88°53'29"E	14.14'
L28	N83°32'57"E	15.62'
L29	N04°33'52"W	13.00'
L30	N81°33'09"W	11.84'
L31	N09°59'14"E	16.43'
L32	N19°07'35"W	15.53'
L33	N49°58'19"E	13.11'
L34	N04°58'25"W	13.70'
L35	N00°15'22"W	14.14'
L36	N00°15'22"W	21.21'
L37	N88°44'37"E	14.14'
L38	N85°49'44"W	13.01'
L39	N03°09'38"W	51.31'
L40	N88°44'37"E	21.21'
L41	S38°54'24"W	6.22'
L42	N08°12'02"W	34.03'

CURVE #	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	325.00'	74.08'	13°03'33"	S27°50'46"E	73.91'
C2	1200.00'	445.21'	21°15'27"	N34°57'40"W	442.67'
C3	650.00'	417.73'	36°49'17"	N42°24'33"W	410.58'
C4	1200.00'	329.07'	18°43'40"	N52°52'53"W	328.04'
C5	1200.00'	224.51'	10°43'10"	N59°23'25"W	224.18'
C6	900.00'	570.88'	34°20'37"	N42°54'41"W	561.36'
C7	1200.00'	265.35'	13°37'27"	N31°13'07"W	264.67'
C8	780.00'	344.32'	28°17'33"	N29°05'50"E	341.53'
C9	1205.00'	591.19'	28°06'37"	S09°09'49"E	585.28'
C10	490.00'	236.01'	27°49'51"	N09°49'41"E	235.66'
C11	940.00'	574.17'	34°23'15"	N27°32'59"E	567.56'
C12	48.50'	31.55'	57°14'03"	S19°26'23"W	30.99'
C13	91.30'	44.51'	27°52'07"	S14°44'25"W	44.07'
C14	454.83'	57.86'	7°35'21"	S32°28'09"W	57.82'
C15	291.50'	45.04'	8°51'58"	S40°41'24"W	44.99'
C16	58.50'	22.56'	22°05'30"	S34°54'12"W	22.42'
C17	43.50'	28.03'	34°55'07"	S74°11'11"W	27.55'
C18	40.00'	77.59'	74°03'33"	N41°13'33"W	72.30'



APPENDIX B
AUTHORIZED IMPROVEMENTS

The Parks @ Panchasarp Farms-ph. 3

Construction Cost Estimate
June 2023

Phase 3

Item	Activity	Unit	Quantity	Unit Cost	Total Cost
1	Grading				
	Fine Grading / Rototilling	HR	580	\$90.00	\$52,200.00
	Total Grading				\$52,200.00
2	Irrigation				
	Turf areas - Spray Head Irrigation	SF	195,460	\$1.50	\$293,190.00
	Plant Beds - Drip Irrigation	SF	2,000	\$4.00	\$8,000.00
	Controller	EA	6	\$1,000.00	\$6,000.00
	Point of Connection	EA	6	\$5,000.00	\$30,000.00
	Total Irrigation				\$337,190.00
3	Landscaping				
	Native Grass Hydro Seeding	SF	59,400.00	\$0.15	\$8,910.00
	Trees - 3" Cal.	EA	125	\$650.00	\$81,250.00
	Bermuda Grass (Sod)	SF	195,460.00	\$0.65	\$127,049.00
	Ornamental Grasses - 1 Gal.	EA	223	\$25.00	\$5,575.00
	Bend-A-Board	LF	310	\$5.00	\$1,550.00
	Bark Mulch (3" depth)	CY	18	\$75.00	\$1,350.00
	Top Soil - 6" in shrub area	CY	36	\$35.00	\$1,260.00
	Top Soil - 4" in grass area	CY	2,415	\$35.00	\$84,525.00
	Top Soil - 2" in native soil	CY	370	\$35.00	\$12,950.00
	Tree Stakes	EA	125	\$15.00	\$1,875.00
	Total Landscaping / Site Improvements				\$326,294.00
4	Site Furnishings				
	Benches	EA	2	\$1,500.00	\$3,000.00
	Light Bollard (including footing, wire and conduit)	EA	22	\$1,200.00	\$26,400.00
	Trash Receptacles	EA	4	\$1,300.00	\$5,200.00
	Pet Waste Stations	EA	3	\$800.00	\$2,400.00
	Picnic Table	EA	2	\$2,500.00	\$5,000.00
	Bike Rack	EA	2	\$800.00	\$1,600.00
	Total Site Furnishings				\$43,600.00
5	Site Elements				
	Accessible Curb Ramp for Trail Crossing	EA	8	\$2,250.00	\$18,000.00
	Trails / Sidewalk	LF	3,389	\$40.00	\$135,560.00
	2'x2'x7.5' Brick Column	EA	49	\$900.00	\$44,100.00
	6' Brick Thin Wall w/ thin column @ 10' spacing	LF	3,040	\$114.35	\$347,624.00
					\$545,284.00

The Parks @ Panchasarp Farms-ph. 3

Construction Cost Estimate
June 2023

Item	Activity	Unit	Quantity	Unit Cost	Total Cost
6	Playground				
	Playground Equipment (incl. sales tax, freight and installation)	LS	1	\$125,000.00	\$125,000.00
	Shade Structure over playground (incl. freight, sales tax, installation)	LS	1	\$20,000.00	\$20,000.00
	Safety Fall Surfacing (Fibar 300 EWF System)	SF	5,000	\$4.50	\$22,500.00
	Synthetic Turf w/ Play Pad along slope	SF	1,000	\$16.00	\$16,000.00
	Pour n Place Rubber Surfacing @ slope sidewalk area	SF	280	\$65.00	\$18,200.00
	14" Concrete Turndown thickened edge (at playground edge)	LF	253	\$40.00	\$10,120.00
	ADA Accesible Concrete Ramp to Playground	SF	30	\$30.00	\$900.00
	Playground Drainage Mat	LS	1	\$4,000.00	\$4,000.00
	Excavation for Playground depth	CY	185	\$30.00	\$5,550.00
Total Site Elements					\$222,270.00

Sub-Total **\$1,526,838**

Electrical Engineer Fee Proposal	1,800	\$1,800
Landscape Architect Fee Proposal	23,000	\$23,000
Mobilization	5.0%	\$76,342
Final Cleanup	3.0%	\$45,805
Contingency	10.0%	\$152,684

Total **\$1,826,469**

NOTES:

- 1) The Langvardt Design Group is not a construction estimator or construction contractor, nor should our rendering an opinion of probable construction costs be considered equivalent to the nature and extend of service a construction cost estimator or construction contractor would provide. This opinion is based solely upon our own experience with construction, requiring us to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other other design professionals engaged; the means and methods of construction the contractors will employ, the cost and extend of labor, equipment and materials the contractor will employ; the contractor's techniques in determining prices and market conditions at the time; and other factors over which the design professional has no control. Given the assumptions which must be made, the Langvardt Design Group cannot guarantee the accuracy of our opinion of cost.
- 2) This construction cost estimate is based upon the final site plan dated June 16, 2023
- 3) Construction estimate does not include design fees, permits or fees associated with approvals.
- 4) Common Excavation quantities are an estimate from a preliminary grading plan

APPENDIX C
DIAGRAMS OF THE AUTHORIZED IMPROVEMENTS

PARKS AT PANCHASARP FARMS

Phase 1 Hardscape and Landscape Construction Documents

Developer:

JC PANCHASARP LP
BEN PANCHASARP
4020 N. MACARTHUR BOULEVARD, SUITE 122-278
IRVING, TX 75038
214.223.9983

Design Consultants:

LANDSCAPE ARCHITECT:
LANGVARDT DESIGN GROUP
ERIC LANGVARDT, LA
328 W. 200 S.
SALT LAKE CITY, UT 84101
801.505.8090

CIVIL ENGINEER:
GOODWIN AND MARSHALL, INC
MATT GOODWIN
2405 MUSTANG DRIVE
GRAPEVINE, TX 76051
817.329.4373

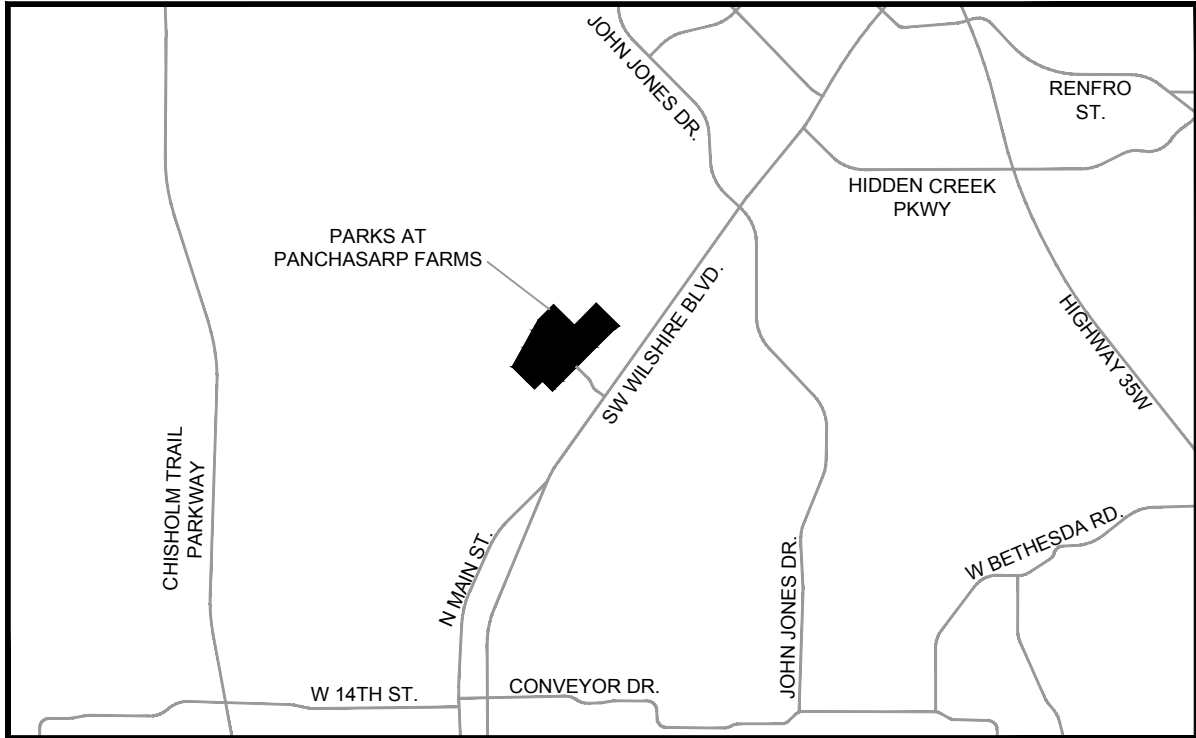
Sheet Index:

Cover	SHEET C1.0	COVER SHEET				
	SHEET H1.0	HARDSCAPE COVER SHEET	SHEET L1.0	LANDSCAPE COVER SHEET	SHEET SW1	THINWALL
Hardscape	SHEET H2.0	OVERALL HARDSCAPE PLAN	SHEET L2.0	OVERALL LANDSCAPE PLAN	SHEET SW2	THINWALL
	SHEET H3.0	HARDSCAPE PLAN	SHEET L3.0	LANDSCAPE PLAN	SHEET SW3	THINWALL
	SHEET H4.0	HARDSCAPE PLAN	SHEET L4.0	LANDSCAPE PLAN		
	SHEET H5.0	HARDSCAPE PLAN	SHEET L5.0	LANDSCAPE PLAN		
	SHEET H6.0	HARDSCAPE PLAN	SHEET L6.0	LANDSCAPE PLAN		
	SHEET H7.0	HARDSCAPE PLAN	SHEET L7.0	LANDSCAPE PLAN		
	SHEET H8.0	HARDSCAPE PLAN	SHEET L8.0	LANDSCAPE PLAN		
	SHEET H9.0	HARDSCAPE DETAILS	SHEET L9.0	LANDSCAPE DETAILS		
	SHEET H10.0	HARDSCAPE DETAILS				
	SHEET H11.0	HARDSCAPE DETAILS				

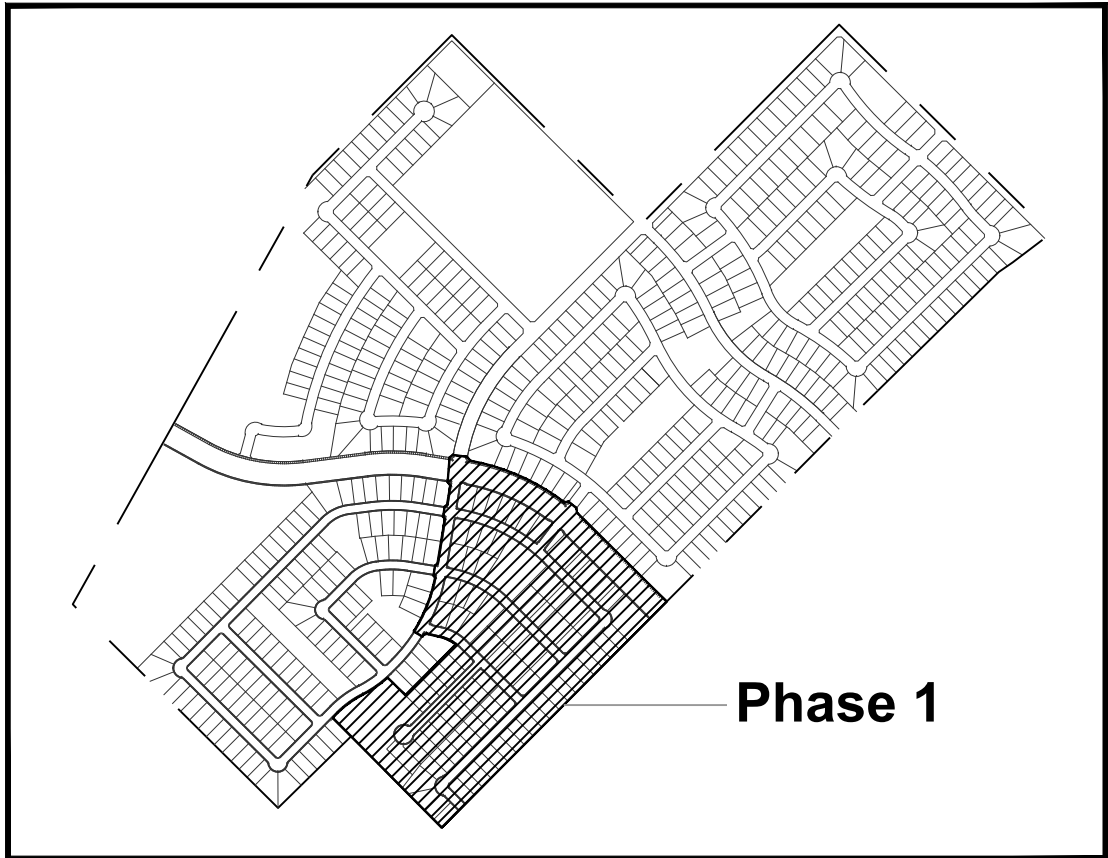
Site Data:

TOTAL SITE AREA:	1,332,170 SF / 30.58 ACRES
PROJECT LANDSCAPE AREA:	334,720 SF / 7.68 ACRES
CITY MAINTAINED LANDSCAPE AREA:	NONE
TOTAL TURF AREA:	79,749 SF / 1.57 ACRES

Vicinity Map:



Phase Key Map:



PARKS @ PF
PHASE 1
CONSTRUCTION DOCUMENTS
CITY OF BURLESON, TEXAS



PREPARED FOR:

JC PANCHASARP LP
4020 N. MACARTHUR BLVD.
STE 122-258
IRVING, TX 75038

DATE:	JULY 2019
PROJECT:	000.0000.81
DRAWN BY:	TK
REVIEW BY:	TK
VERSION:	
REVISIONS:	

SHEET TITLE:
COVER SHEET

SHEET NUMBER:
C1.0
SHEET 1 OF 31

PARKS AT PANCHASARP FARMS

Phase 1 Hardscape

Construction Documents

Hardscape Quantities:

	Type	Units	Quantity
Concrete			
OPEN SPACE 5' SIDEWALK	'GREY'	L.F.	753
Masonry Walls			
COMMUNITY ENTRY STONE/WOOD WALL	6'-0"	L.F.	80
COMMUNITY STONE WALL	6'-0"	L.F.	120
SECONDARY STONE WALL	4'-0"	L.F.	45
ENTRY MONUMENT COLUMN	8'-0"	S.F.	36
SCREENING WALL	6'-0"	L.F.	897
SCREENING WALL COLUMN	7'-6"	EA.	15
Fencing			
WOOD SPLIT RAIL FENCE	3 RAIL	L.F.	173
LIMESTONE RAIL FENCE COLUMN	STONE	EA.	4
Site Furniture			
BENCH	6 FT. BACKLESS	EA.	2
LITTER RECEPTACLE	TRASH	EA.	1
Recreation Amenities			
MULTI-PURPOSE PLAY LAWN	TURF	SF.	8,834
Edging			
BEND-A-BOARD PLASTIC 2X4 EDGING	EDGING	LF.	2,393

Note:

1. QUANTITIES ARE FOR REFERENCE PURPOSES ONLY.
2. WALLS, RAMADAS AND OTHER AMENITIES SHALL BE SUBMITTED TO BUILDING SAFETY FOR REVIEW, APPROVAL, PERMITTING AND INSPECTION

Construction Notes:

- 1 10 FT. CONCRETE SIDEWALK (TYP.) COLOR: GREY, FOR REFERENCE ONLY - SEE CIVIL PLANS
- 2 5 FT. CONCRETE SIDEWALK (TYP.) COLOR: GREY, FOR REFERENCE ONLY - SEE CIVIL PLANS
- 3 4 FT. CONCRETE SIDEWALK (TYP.) COLOR: GREY, FOR REFERENCE ONLY - SEE CIVIL PLANS
- 4 ADA HANDICAP ACCESSIBLE RAMP (TYP.) FOR REFERENCE ONLY - SEE CIVIL PLANS
- 5 CONCRETE HEADWALL FOR REFERENCE ONLY - SEE CIVIL PLANS
- 6 DRAINAGE OUTLET FOR REFERENCE ONLY - SEE CIVIL PLANS
- 7 DRAINAGE PIPE FOR REFERENCE ONLY - SEE CIVIL PLANS
- 8 5 FT. CONCRETE SIDEWALK (TYP.) COLOR: GREY, SEE DETAIL 1, SHEET H9
- 9 COMMUNITY ENTRY WOOD/STONE WALL, SEE DETAIL 2, SHEET H9
- 10 COMMUNITY STONE WALL, SEE DETAIL 9, SHEET H9
- 11 SECONDARY STONE WALL, SEE DETAIL 1, SHEET H10
- 12 ENTRY MONUMENT COLUMN, SEE DETAILS 4, SHEET H10
- 13 SPLIT RAIL FENCE SEE DETAILS 7, SHEET H10
- 14 STONE SPLIT RAIL COLUMN SEE DETAIL 7, SHEET H10
- 15 NOT USED
- 16 BENCH, SEE DETAIL 2, SHEET H11
- 17 LITTER RECEPTACLE SEE DETAIL 3, SHEET H11
- 18 BOLLARD SEE DETAIL 4, SHEET H11
- 19 STEEL LANDSCAPE EDGING SEE DETAIL 5, SHEET H11
- 20 THINWALL SEE DETAIL 1, SHEET H11
- 21 THINWALL COLUMN SEE DETAIL 1, SHEET H11
- 22 THINWALL PILASTER SEE DETAIL 1, SHEET H11
- 23 RECREATIONAL TURF AREA
- 24 DECORATIVE CROSSWALK FOR REFERENCE ONLY - SEE CIVIL PLANS
- 25 STREET LIGHT FOR REFERENCE ONLY - SEE CIVIL PLANS

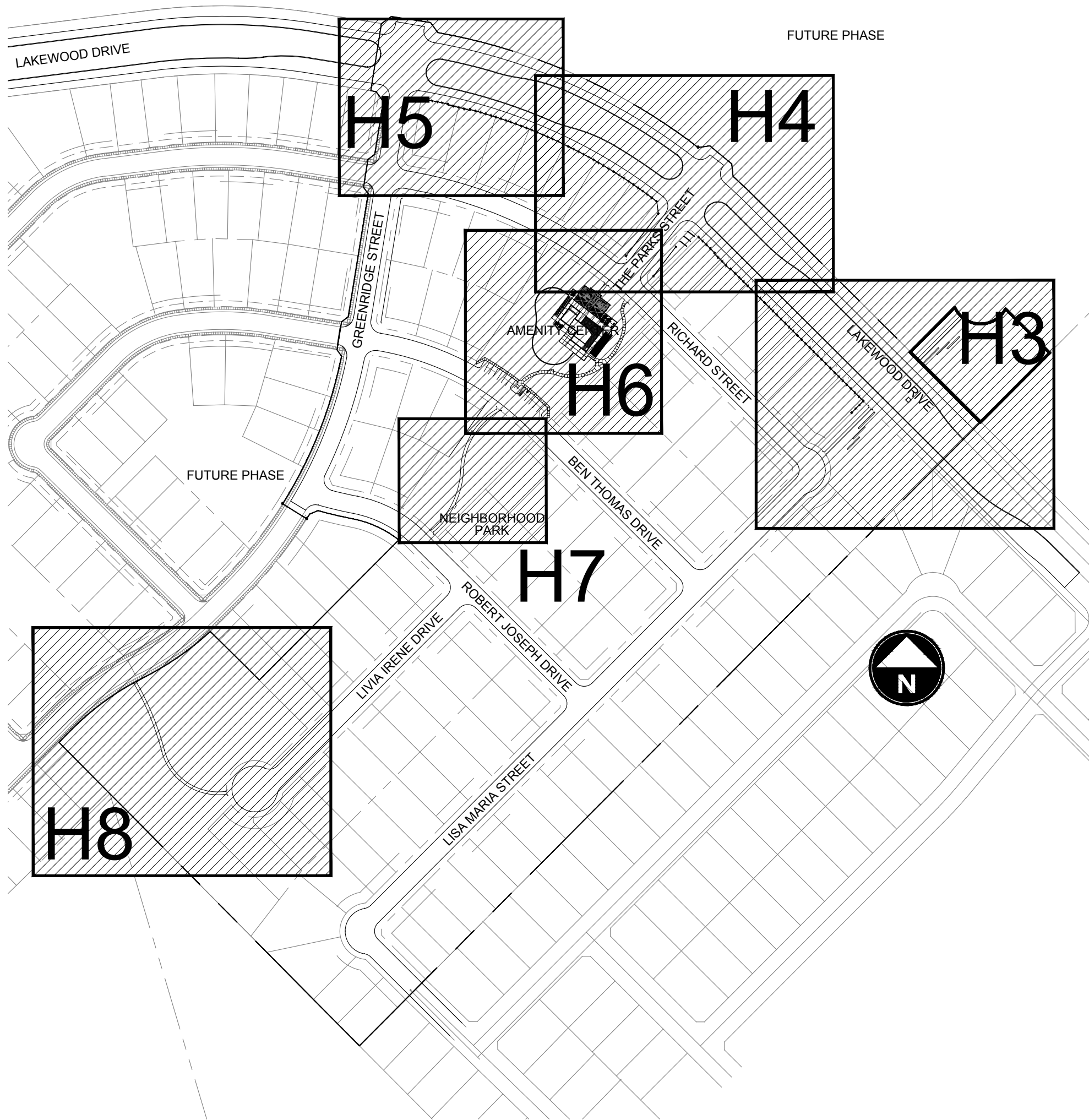
Note:

ALL SIDEWALKS LOCATED IN THE PUBLIC RIGHT-OF-WAY SHALL BE CONSTRUCTED FROM THE APPROVED CIVIL ENGINEERING PLANS.

Sheet Index:

SHEET H1.0	HARDSCAPE COVER SHEET
SHEET H2.0	OVERALL HARDSCAPE PLAN
SHEET H3.0	HARDSCAPE PLAN
SHEET H4.0	HARDSCAPE PLAN
SHEET H5.0	HARDSCAPE PLAN
SHEET H6.0	HARDSCAPE PLAN
SHEET H7.0	HARDSCAPE PLAN
SHEET H8.0	HARDSCAPE PLAN
SHEET H9.0	HARDSCAPE DETAILS
SHEET H10.0	HARDSCAPE DETAILS
SHEET H11.0	HARDSCAPE DETAILS

KEY MAP:



PARKS @ PF

PHASE 1

CONSTRUCTION DOCUMENTS

CITY OF BURLESON, TEXAS



PREPARED FOR:

JC PANCHASARP LP
4020 N. MACARTHUR BLVD.
STE 122-258
IRVING, TX 75038

DATE: JULY 2019

PROJECT: 000.0000.81

DRAWN BY: TK

REVIEW BY: TK

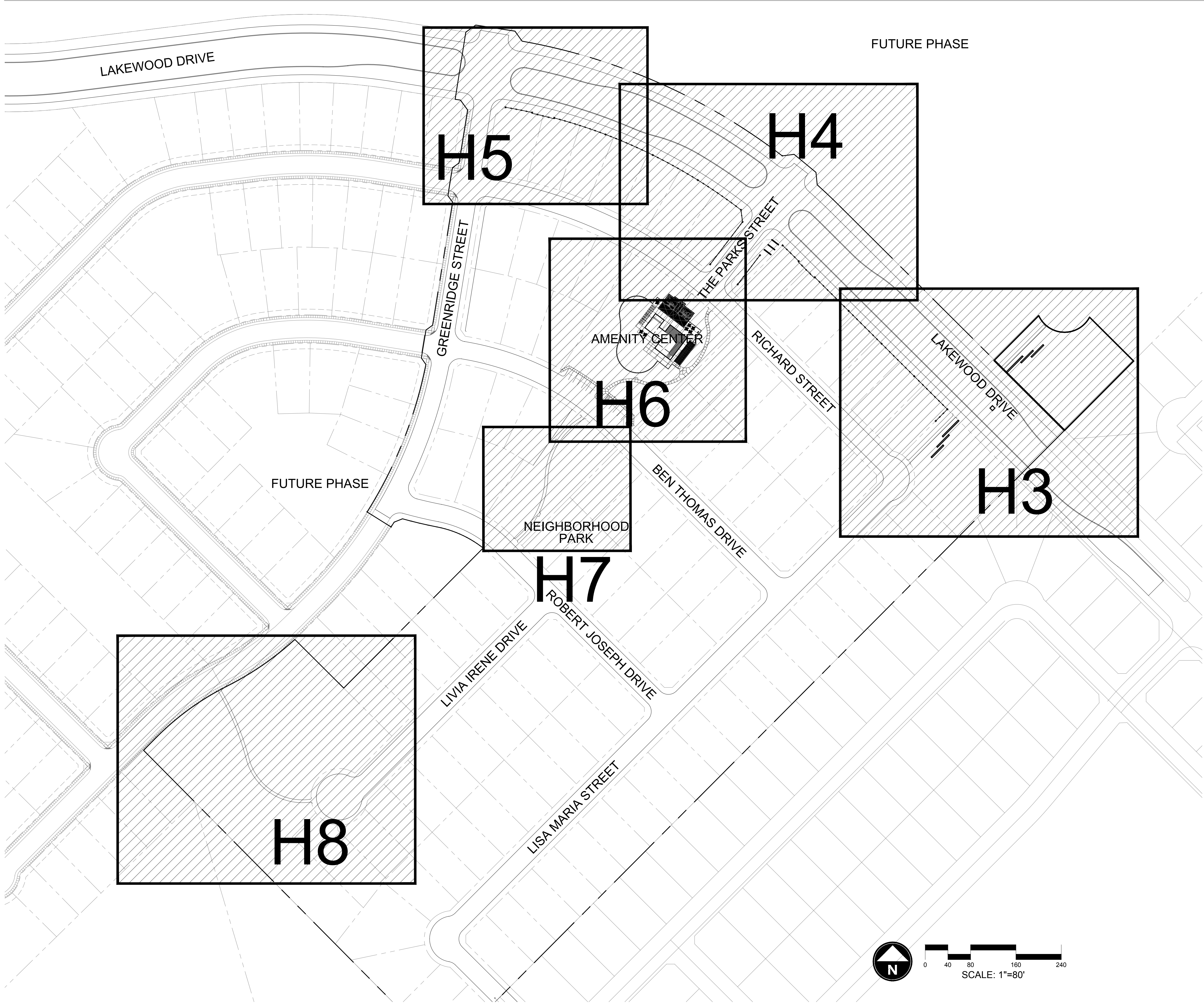
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SHEET TITLE:
HARDSCAPE COVER
SHEET

SHEET NUMBER:

H1.0
SHEET 2 OF 31



Construction Notes:

- 1 10 FT. CONCRETE SIDEWALK (TYP.) COLOR: GREY, FOR REFERENCE ONLY - SEE CIVIL PLANS
- 2 5 FT. CONCRETE SIDEWALK (TYP.) COLOR: GREY, FOR REFERENCE ONLY - SEE CIVIL PLANS
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- 10 COMMUNITY STONE WALL, SEE DETAIL 9, SHEET H9
- 11 SECONDARY STONE WALL, SEE DETAIL 1, SHEET H10
- 12 ENTRY MONUMENT COLUMN, SEE DETAILS 4, SHEET H10
- 13 SPLIT RAIL FENCE SEE DETAILS 7, SHEET H10
- 14 STONE SPLIT RAIL COLUMN SEE DETAIL 7, SHEET H10
- 15 NOT USED
- 16 BENCH, SEE DETAIL 2, SHEET H11
- 17 LITTER RECEPTACLE SEE DETAIL 3, SHEET H11
- 18 BOLLARD SEE DETAIL 4, SHEET H11
- 19 2X4 BEND-A-BOARD EDGING SEE DETAIL 5, SHEET H11
- 20 THINWALL SEE DETAIL 1, SHEET H11
- 21 THINWALL COLUMN SEE DETAIL 1, SHEET H11
- 22 THINWALL PILASTER SEE DETAIL 1, SHEET H11
- 23 RECREATIONAL TURF AREA
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- 25 STREET LIGHT FOR REFERENCE ONLY - SEE CIVIL PLANS



PARKS @ PF
PHASE 1
CONSTRUCTION DOCUMENTS
CITY OF BURLESON, TEXAS

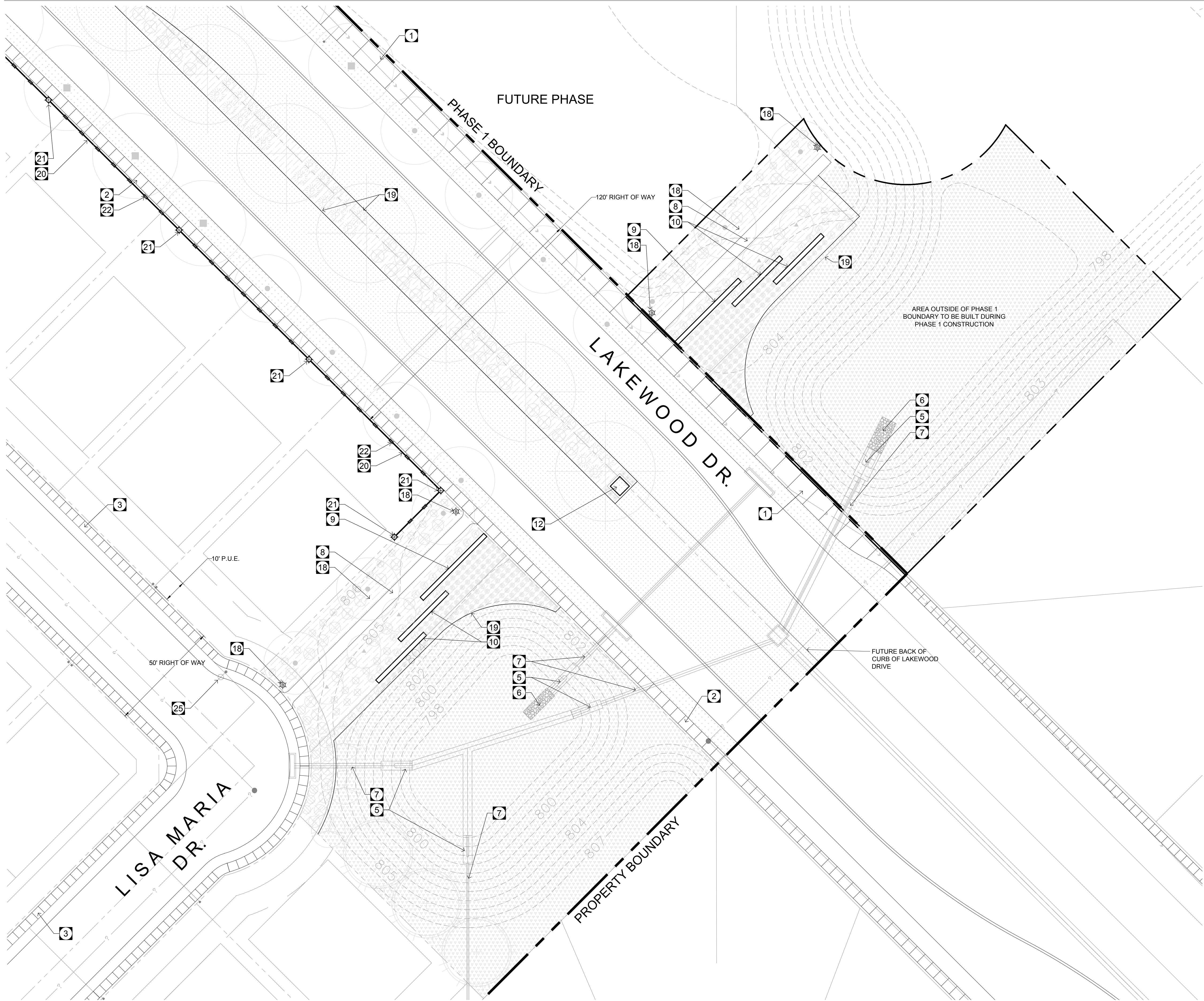


PREPARED FOR:
JC PANCHASARP LP
4020 N. MACARTHUR BLVD.
STE 122-258
IRVING, TX 75038

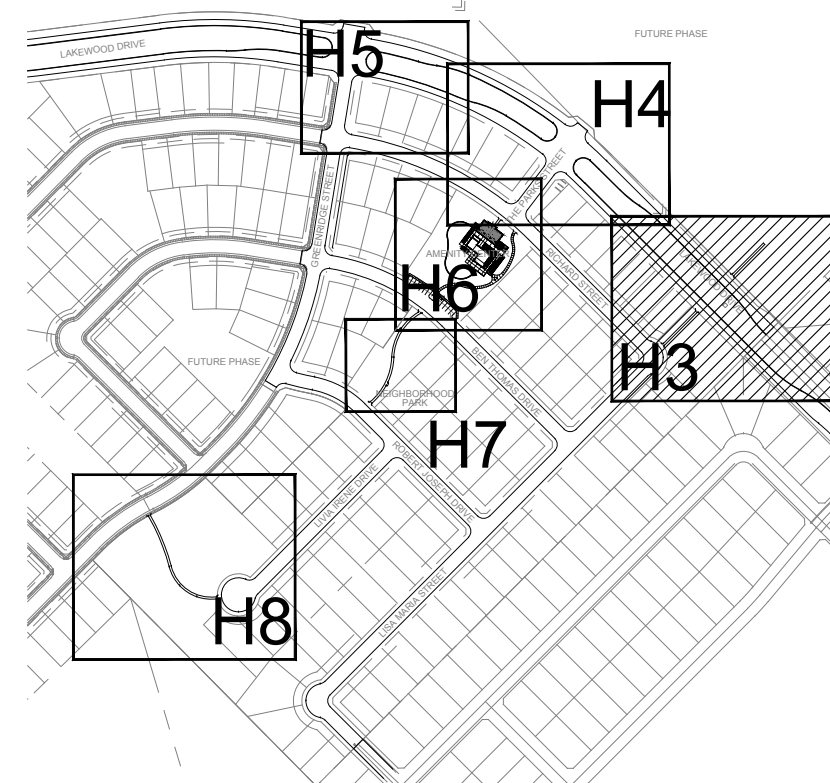
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OVERALL
HARDSCAPE PLAN

SHEET NUMBER:
H2.0
SHEET 3 OF 31

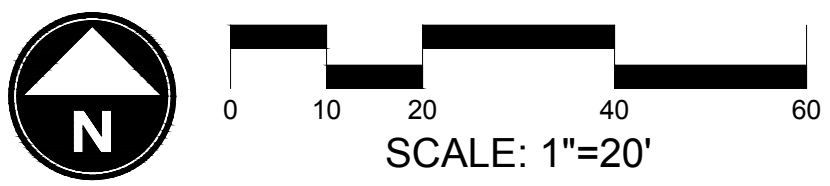


KEY MAP:



Construction Notes:

- 1 10 FT. CONCRETE SIDEWALK (TYP.) COLOR: GREY, FOR REFERENCE ONLY - SEE CIVIL PLANS
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- 10 COMMUNITY STONE WALL, SEE DETAIL 9, SHEET H9
- 11 SECONDARY STONE WALL, SEE DETAIL 1, SHEET H10
- 12 ENTRY MONUMENT COLUMN, SEE DETAILS 4, SHEET H10
- 13 SPLIT RAIL FENCE SEE DETAILS 7, SHEET H10
- 14 STONE SPLIT RAIL COLUMN SEE DETAIL 7, SHEET H10
- 15 NOT USED
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- 17 LITTER RECEPTACLE SEE DETAIL 3, SHEET H11
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- 25 STREET LIGHT FOR REFERENCE ONLY - SEE CIVIL PLANS



PARKS @ PF
PHASE 1
CONSTRUCTION DOCUMENTS
CITY OF BURLESON, TEXAS

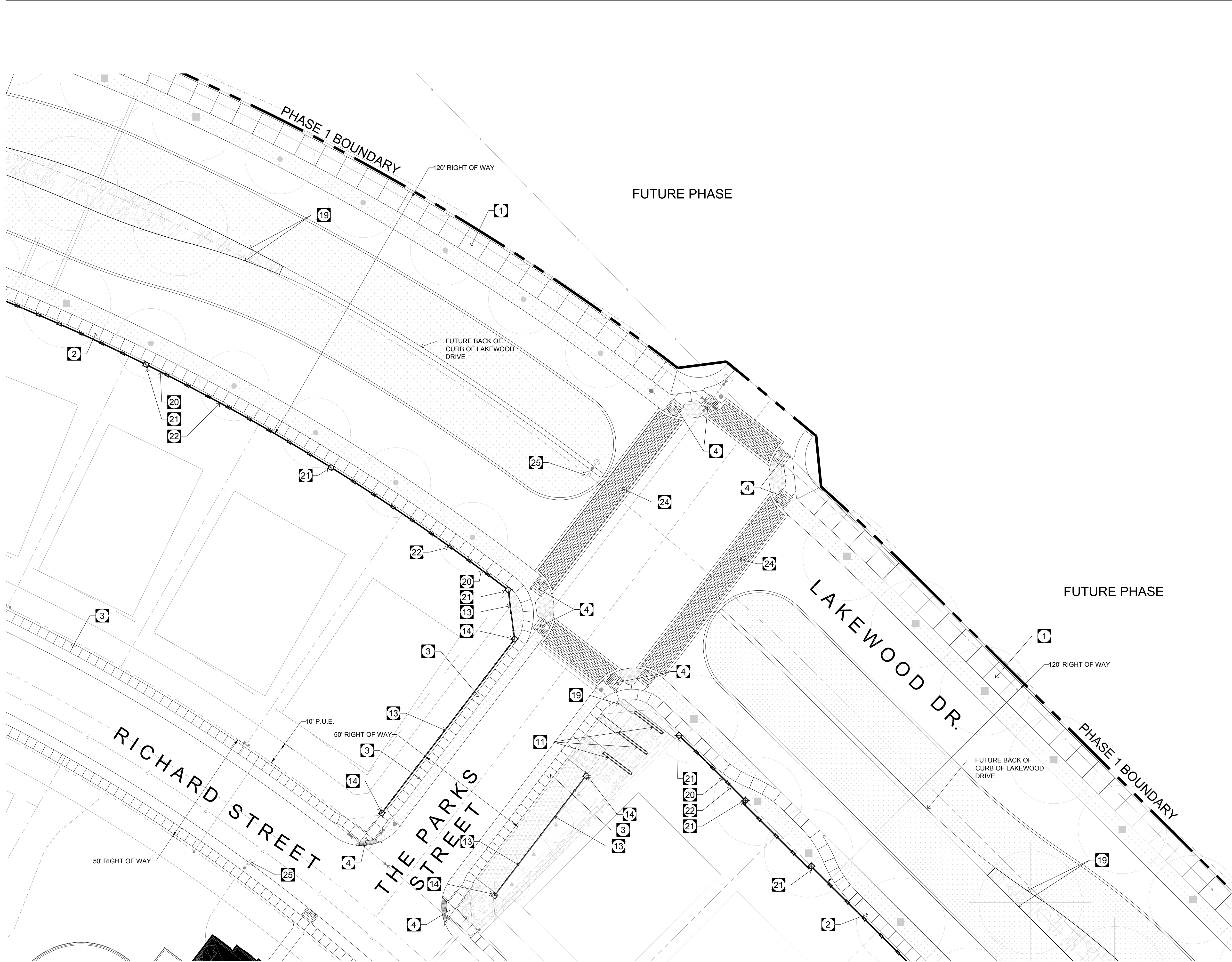


PREPARED FOR:
JC PANCHASARP LP
4020 N. MACARTHUR BLVD.
STE 122-258
IRVING, TX 75038

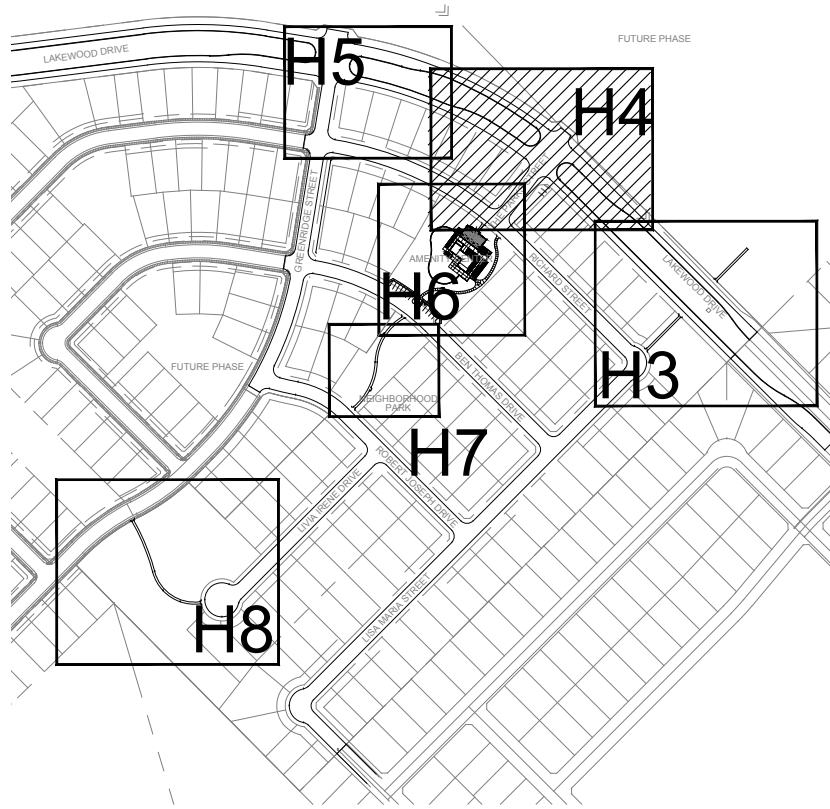
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REVISIONS:	

SHEET TITLE:
HARDSCAPE PLAN

SHEET NUMBER:
H3.0
SHEET 4 OF 31

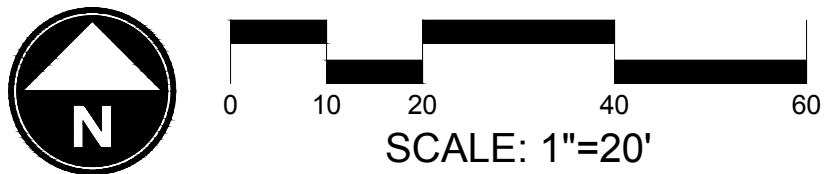


KEY MAP:



Construction Notes:

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PARKS @ PF
PHASE 1
CONSTRUCTION DOCUMENTS
CITY OF BURLESON, TEXAS



PREPARED FOR:

JC PANCHASARP LP
4020 N. MACARTHUR BLVD.
STE 122-258
IRVING, TX 75038

DATE: JULY 2019

PROJECT: 000.0000.81

DRAWN BY: TK

REVIEW BY: TK

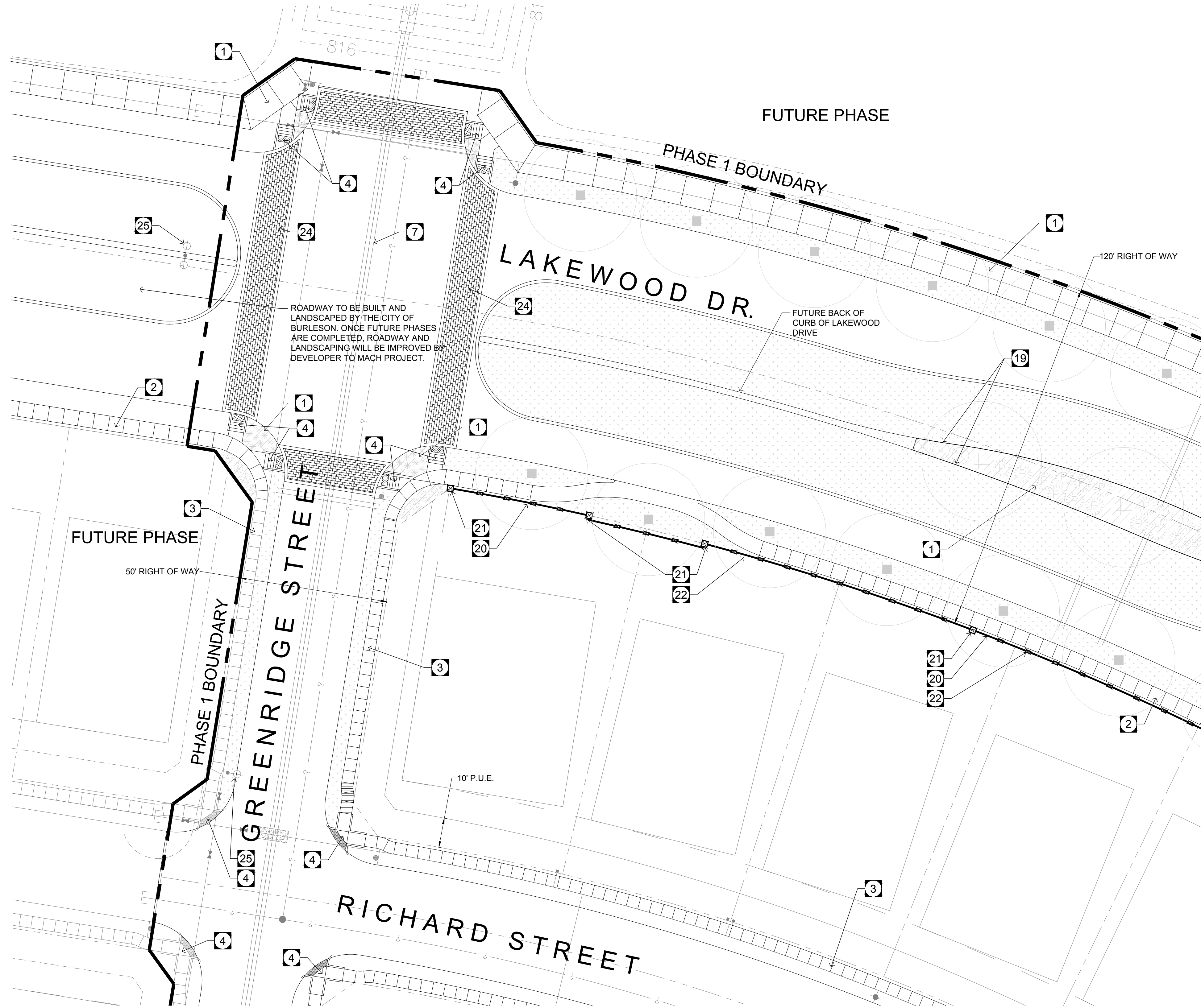
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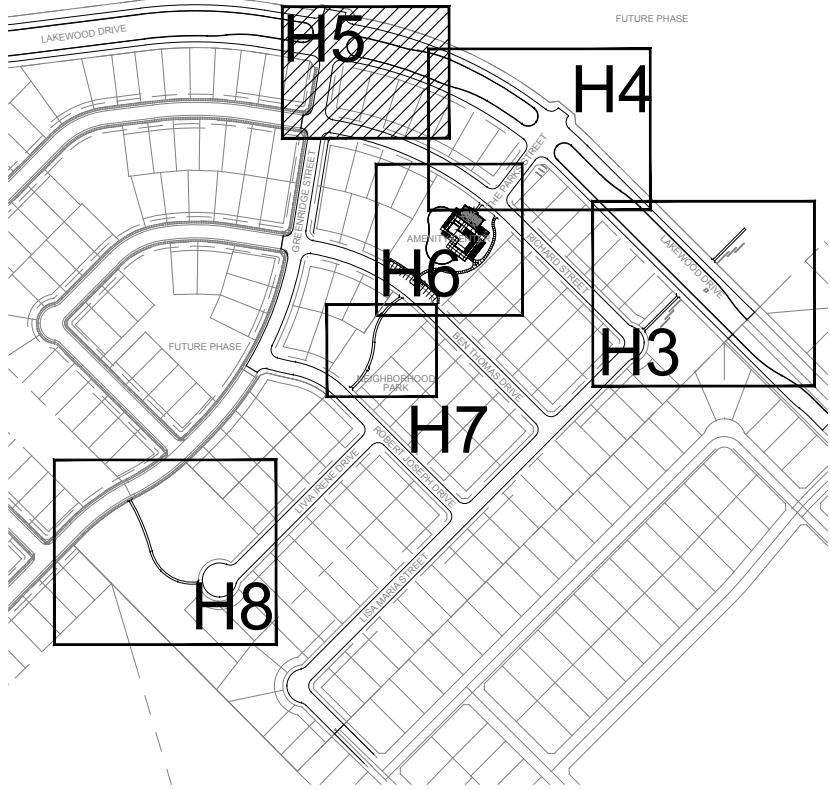
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SHEET NUMBER:

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SHEET 5 OF 31

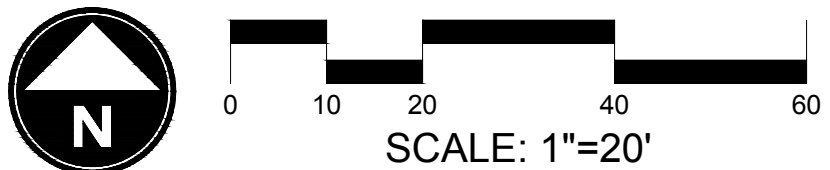


KEY MAP:



Construction Notes:

- 1 10 FT. CONCRETE SIDEWALK (TYP.) COLOR: GREY, FOR REFERENCE ONLY - SEE CIVIL PLANS
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PARKS @ PF
PHASE 1
CONSTRUCTION DOCUMENTS
CITY OF BURLESON, TEXAS

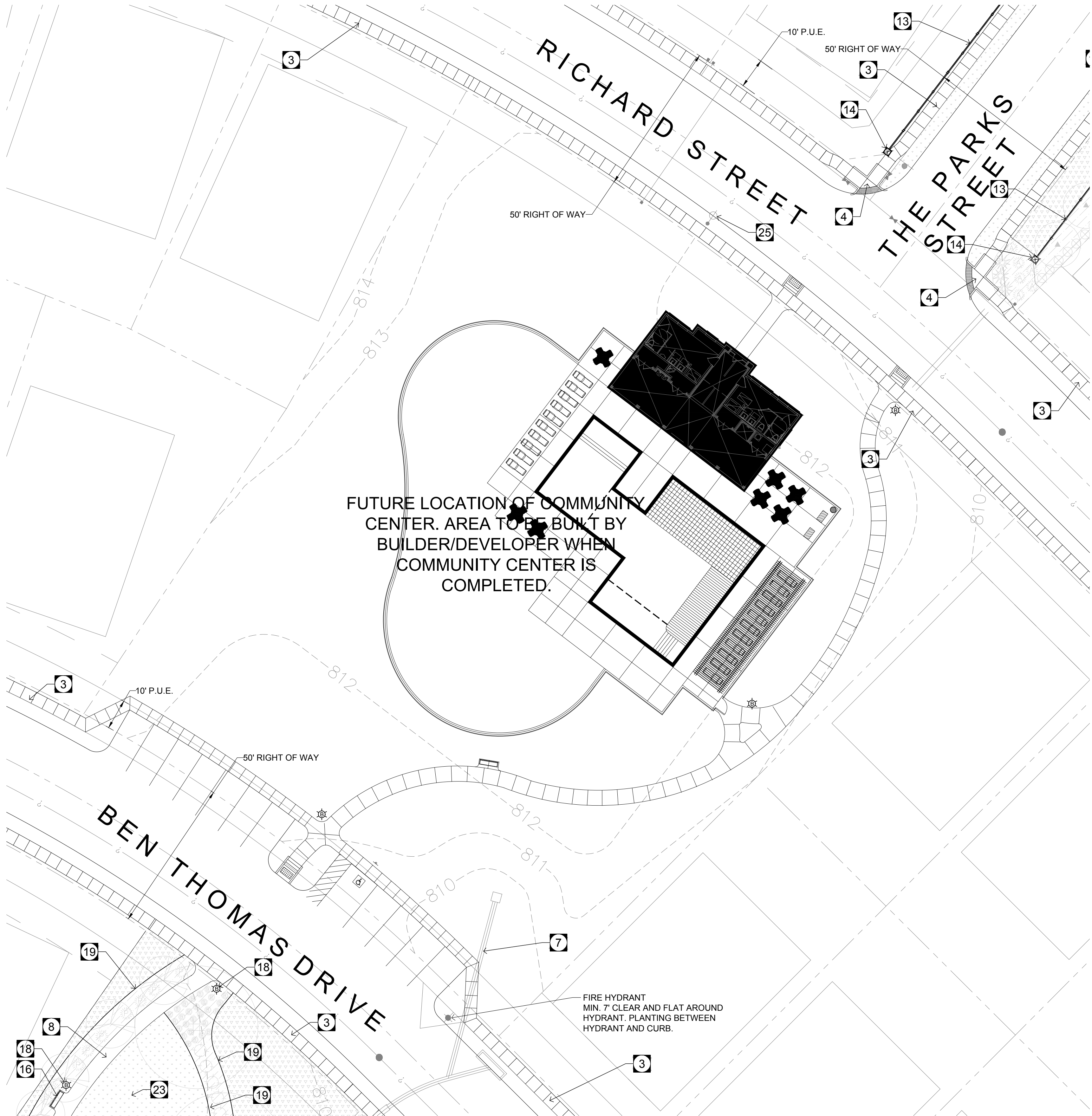


PREPARED FOR:
JC PANCHASARP LP
4020 N. MACARTHUR BLVD.
STE 122-258
IRVING, TX 75038

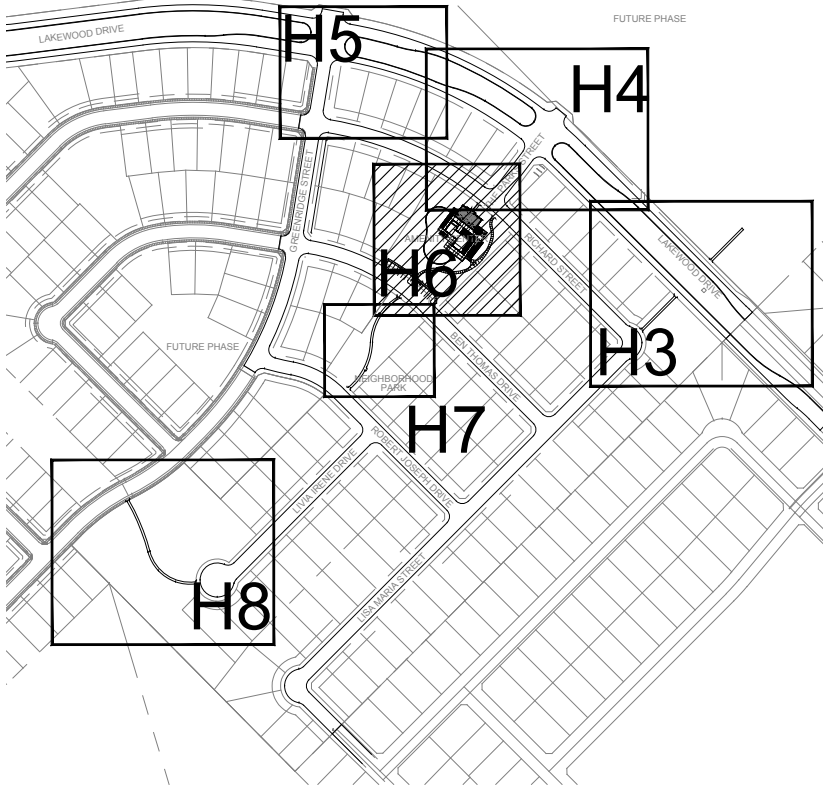
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PLAN

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SHEET 6 OF 31

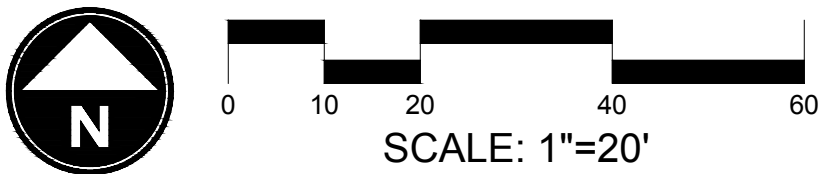


KEY MAP:



Construction Notes:

- 10 FT. CONCRETE SIDEWALK (TYP.) COLOR: GREY, FOR REFERENCE ONLY - SEE CIVIL PLANS
- 5 FT. CONCRETE SIDEWALK (TYP.) COLOR: GREY, FOR REFERENCE ONLY - SEE CIVIL PLANS
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- CONCRETE HEADWALL FOR REFERENCE ONLY - SEE CIVIL PLANS
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- DRAINAGE PIPE FOR REFERENCE ONLY - SEE CIVIL PLANS
- 5 FT. CONCRETE SIDEWALK (TYP.) COLOR: GREY, SEE DETAIL 1, SHEET H9
- COMMUNITY ENTRY WOOD/STONE WALL, SEE DETAIL 2, SHEET H9
- COMMUNITY STONE WALL, SEE DETAIL 9, SHEET H9
- SECONDARY STONE WALL, SEE DETAIL 1, SHEET H10
- ENTRY MONUMENT COLUMN, SEE DETAILS 4, SHEET H10
- SPLIT RAIL FENCE SEE DETAILS 7, SHEET H10
- STONE SPLIT RAIL COLUMN SEE DETAIL 7, SHEET H10
- NOT USED
- BENCH, SEE DETAIL 2, SHEET H11
- LITTER RECEPTACLE SEE DETAIL 3, SHEET H11
- BOLLARD SEE DETAIL 4, SHEET H11
- 2X4 BEND-A-BOARD EDGING SEE DETAIL 5, SHEET H11
- THINWALL SEE DETAIL 1, SHEET H11
- THINWALL COLUMN SEE DETAIL 1, SHEET H11
- THINWALL PILASTER SEE DETAIL 1, SHEET H11
- RECREATIONAL TURF AREA
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- STREET LIGHT FOR REFERENCE ONLY - SEE CIVIL PLANS



PARKS @ PF
PHASE 1
CONSTRUCTION DOCUMENTS
CITY OF BURLESON, TEXAS



PREPARED FOR:

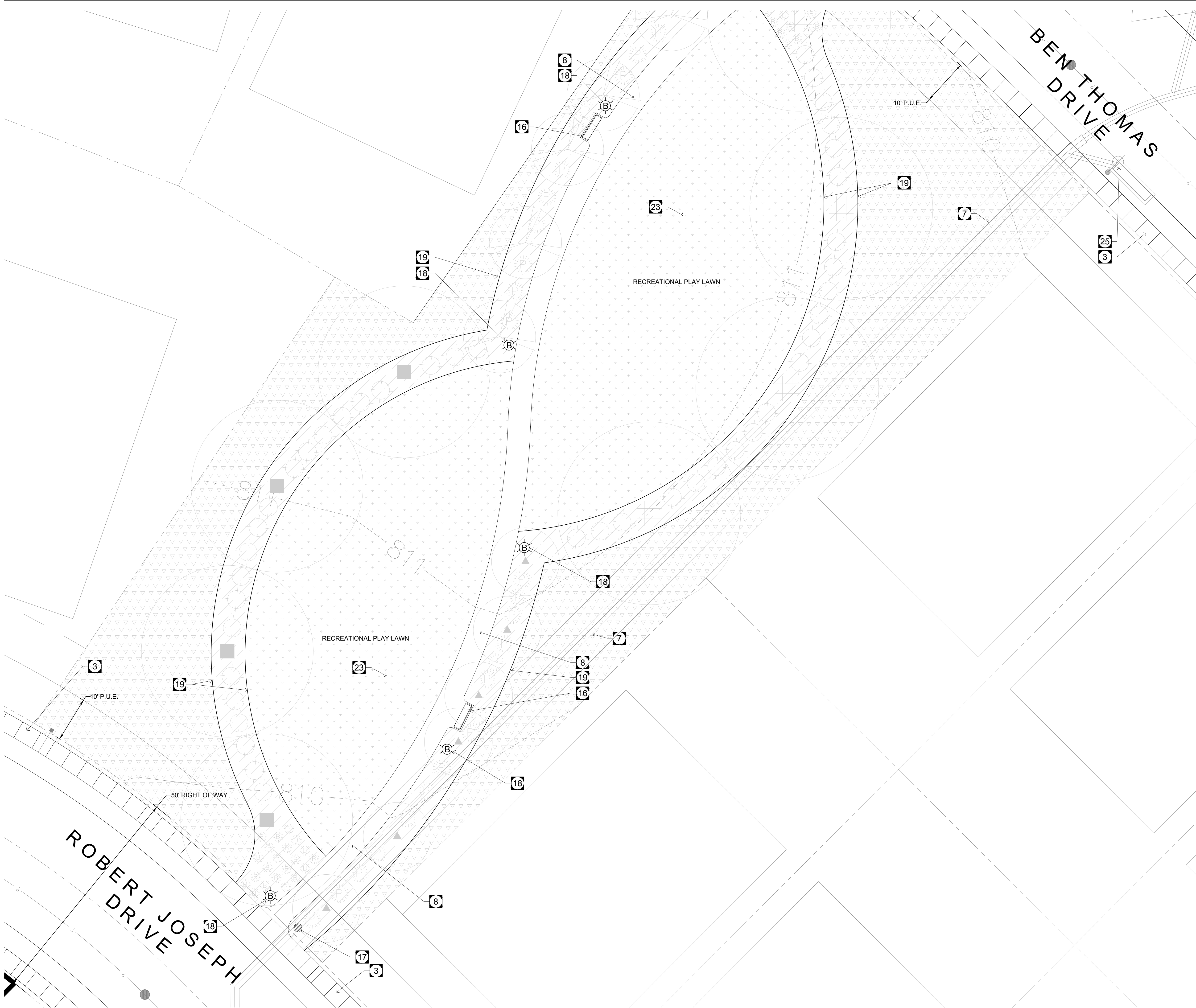
JC PANCHASARP LP
4020 N. MACARTHUR BLVD.
STE 122-258
IRVING, TX 75038

DATE:	JULY 2019
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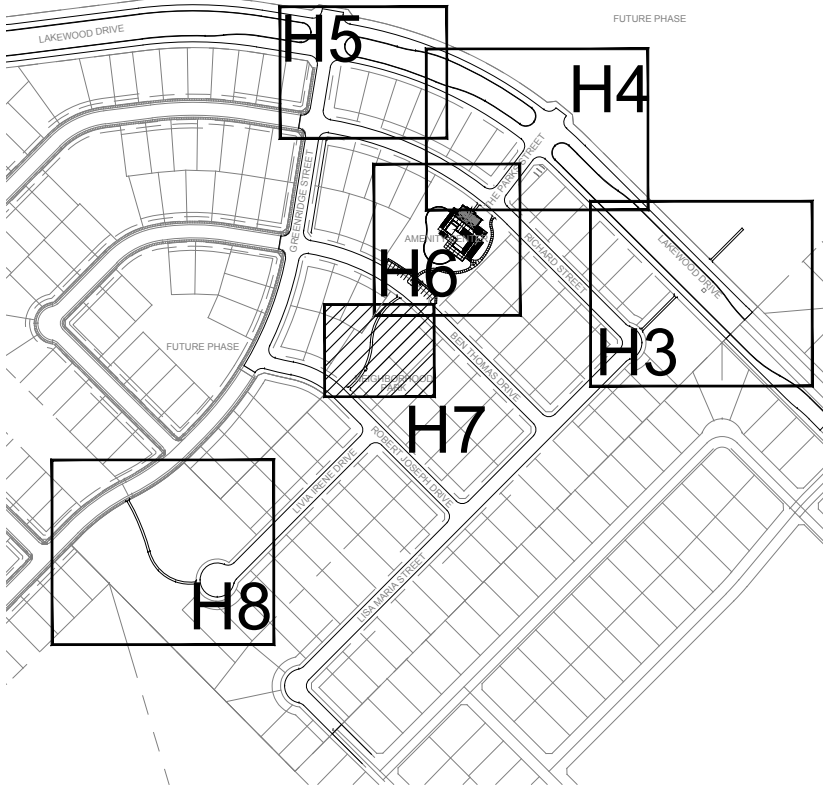
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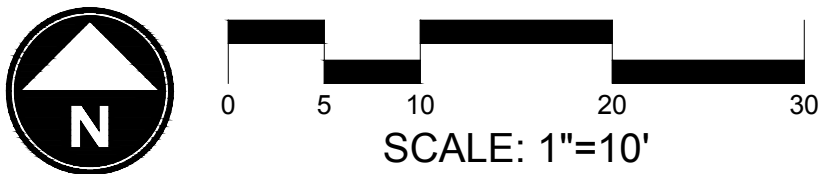


KEY MAP:



Construction Notes:

- 10 FT. CONCRETE SIDEWALK (TYP.) COLOR: GREY, FOR REFERENCE ONLY - SEE CIVIL PLANS
- 5 FT. CONCRETE SIDEWALK (TYP.) COLOR: GREY, FOR REFERENCE ONLY - SEE CIVIL PLANS
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- COMMUNITY ENTRY WOOD/STONE WALL, SEE DETAIL 2, SHEET H9
- COMMUNITY STONE WALL, SEE DETAIL 9, SHEET H9
- SECONDARY STONE WALL, SEE DETAIL 1, SHEET H10
- ENTRY MONUMENT COLUMN, SEE DETAILS 4, SHEET H10
- SPLIT RAIL FENCE SEE DETAILS 7, SHEET H10
- STONE SPLIT RAIL COLUMN SEE DETAIL 7, SHEET H10
- NOT USED
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- LITTER RECEPTACLE SEE DETAIL 3, SHEET H11
- BOLLARD SEE DETAIL 4, SHEET H11
- 2X4 BEND-A-BOARD EDGING SEE DETAIL 5, SHEET H11
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- THINWALL COLUMN SEE DETAIL 1, SHEET H11
- THINWALL PILASTER SEE DETAIL 1, SHEET H11
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- STREET LIGHT FOR REFERENCE ONLY - SEE CIVIL PLANS



PARKS @ PF
PHASE 1
CONSTRUCTION DOCUMENTS
CITY OF BURLESON, TEXAS

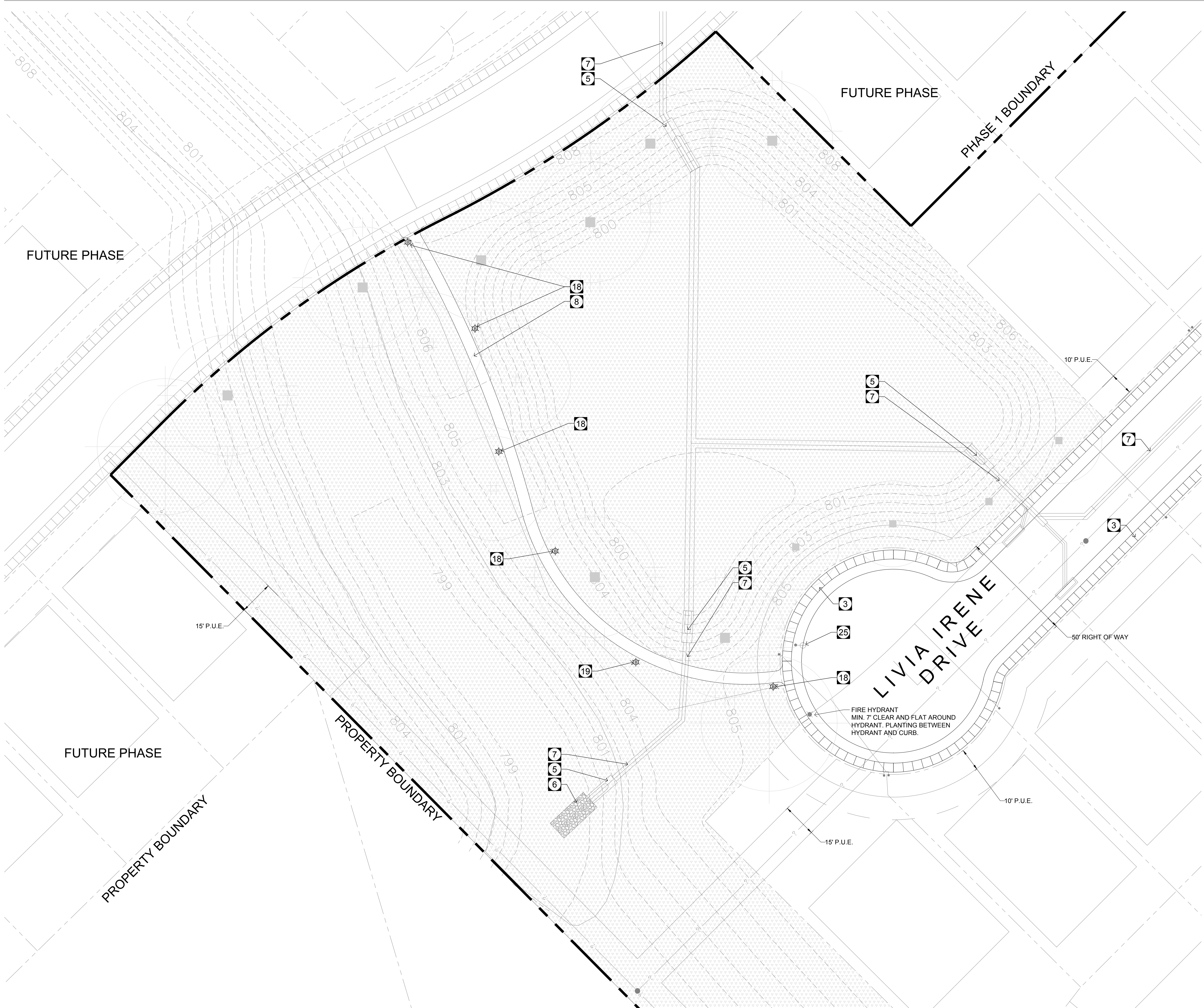


PREPARED FOR:
JC PANCHASARP LP
4020 N. MACARTHUR BLVD.
STE 122-258
IRVING, TX 75038

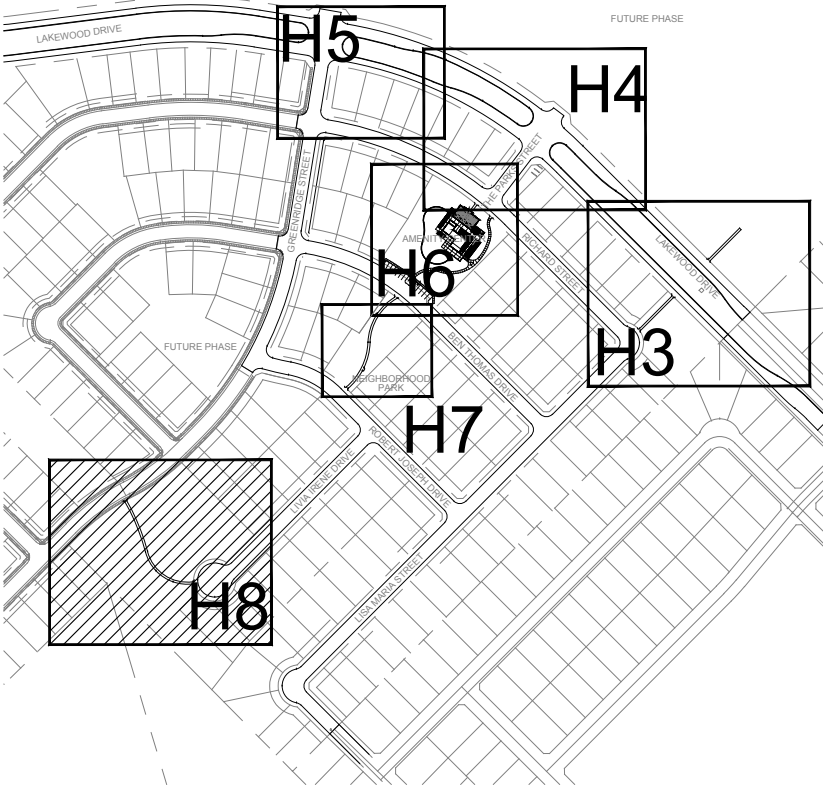
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PLAN

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SHEET 8 OF 31

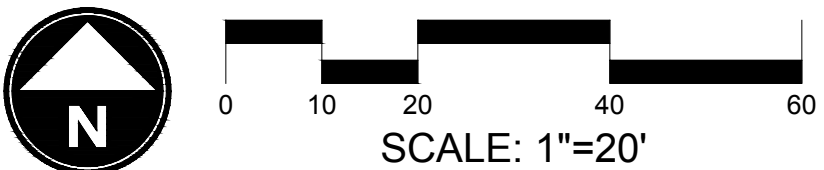


KEY MAP:



Construction Notes:

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- 15 NOT USED
- 16 BENCH, SEE DETAIL 2, SHEET H11
- 17 LITTER RECEPTACLE SEE DETAIL 3, SHEET H11
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PARKS @ PF
PHASE 1
CONSTRUCTION DOCUMENTS
CITY OF BURLESON, TEXAS



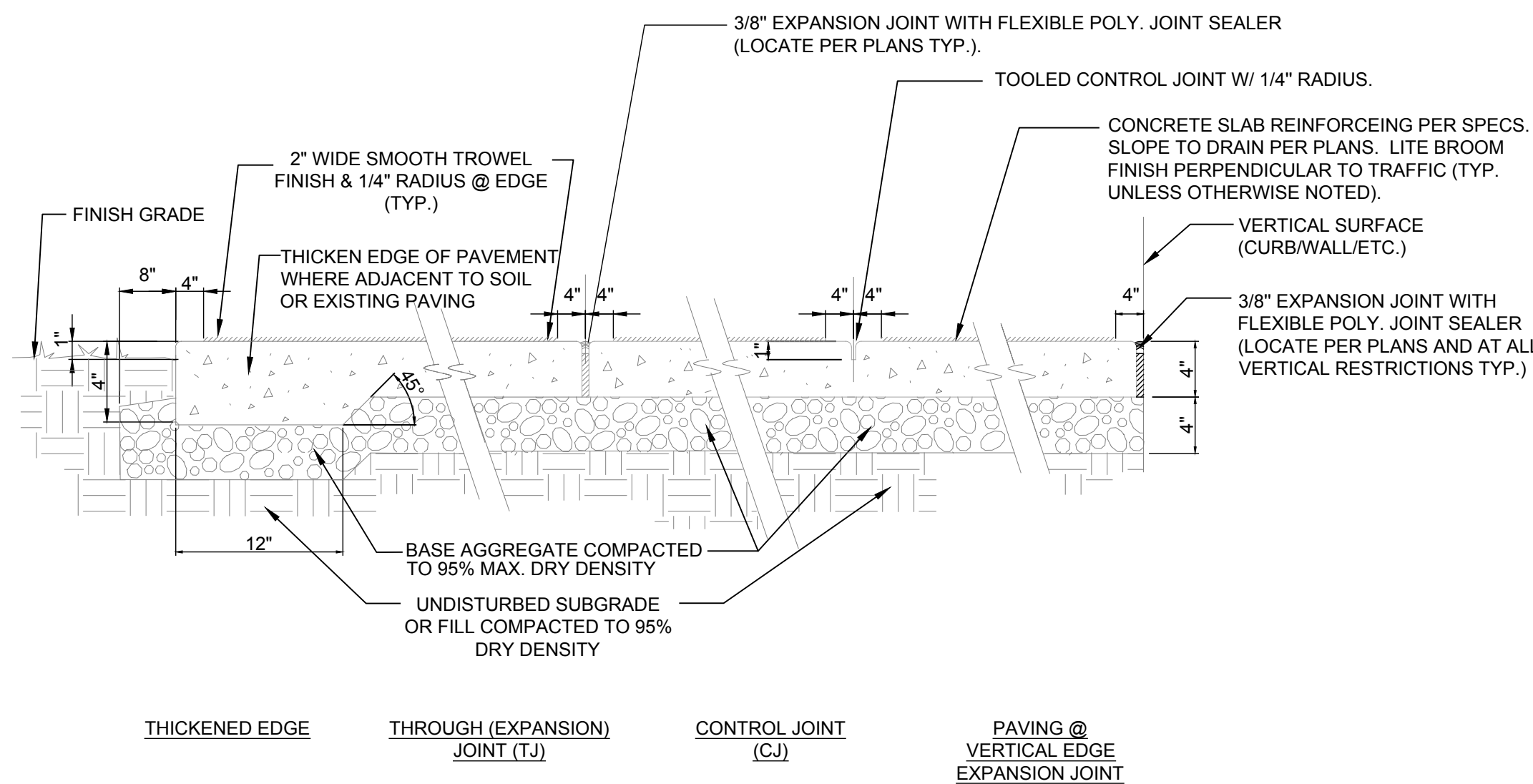
PREPARED FOR:

JC PANCHASARP LP
4020 N. MACARTHUR BLVD.
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IRVING, TX 75038

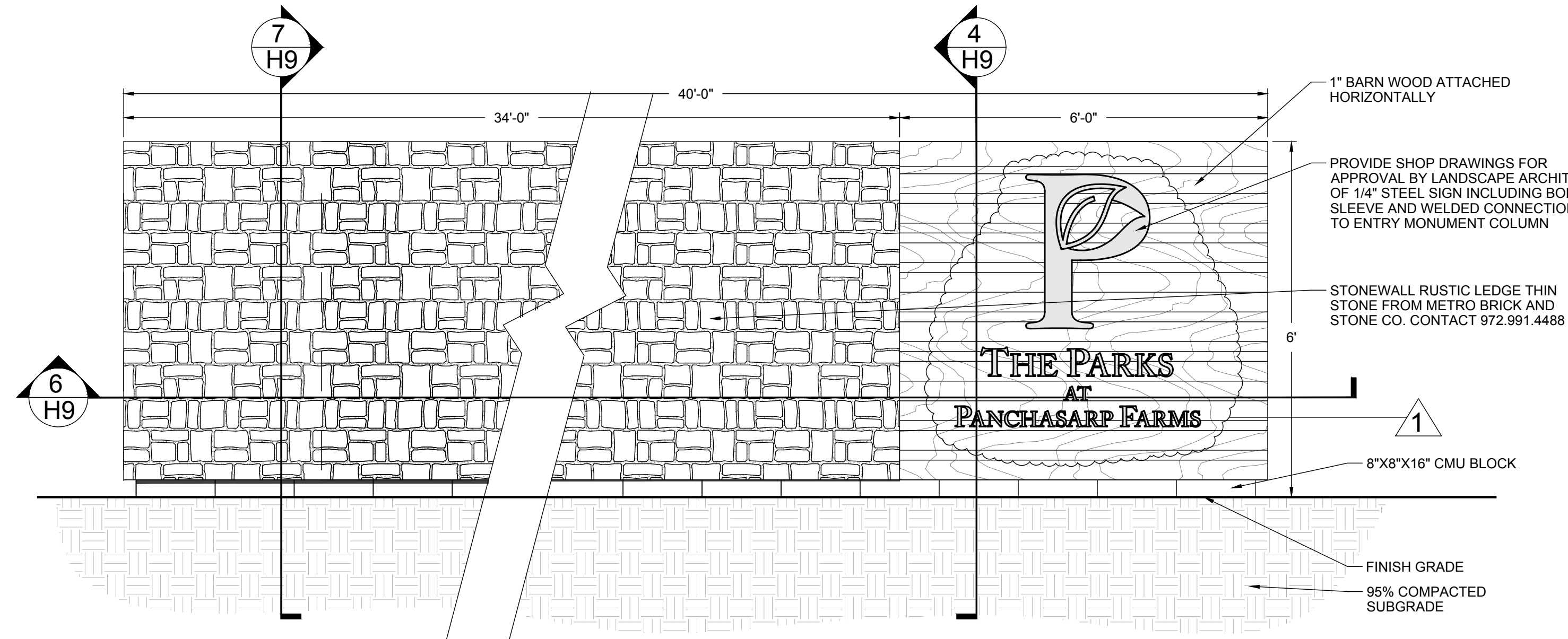
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PLAN

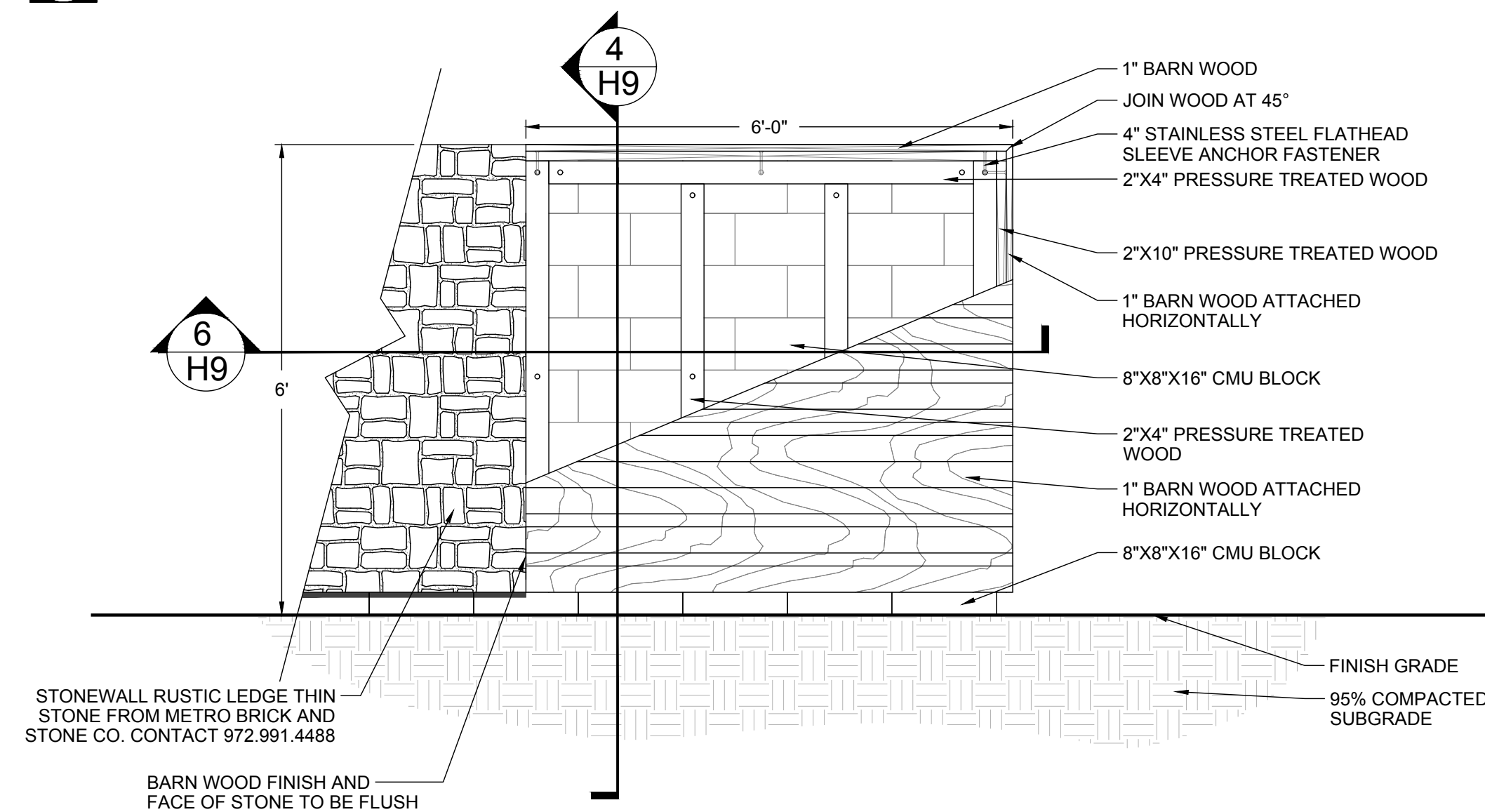
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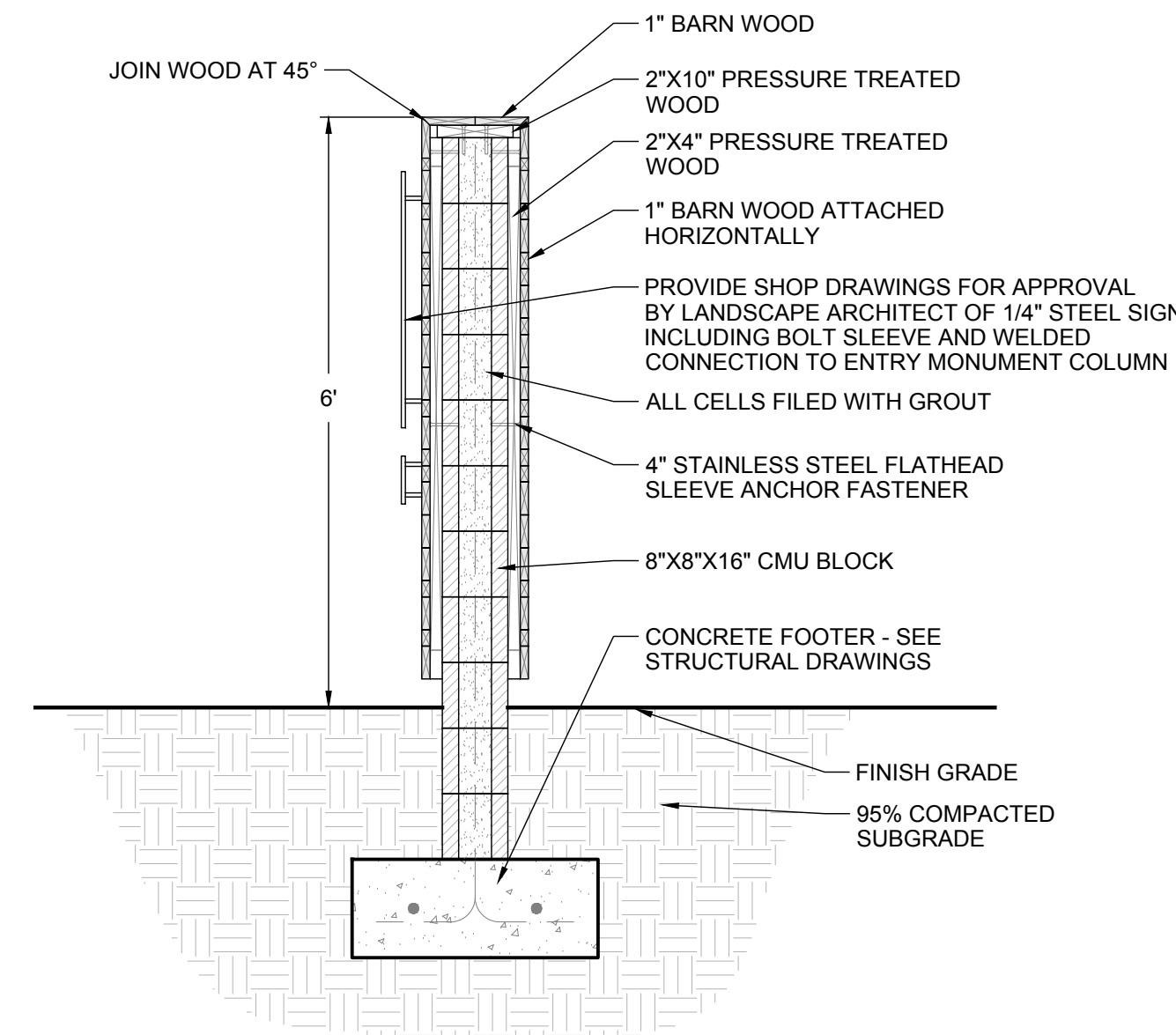
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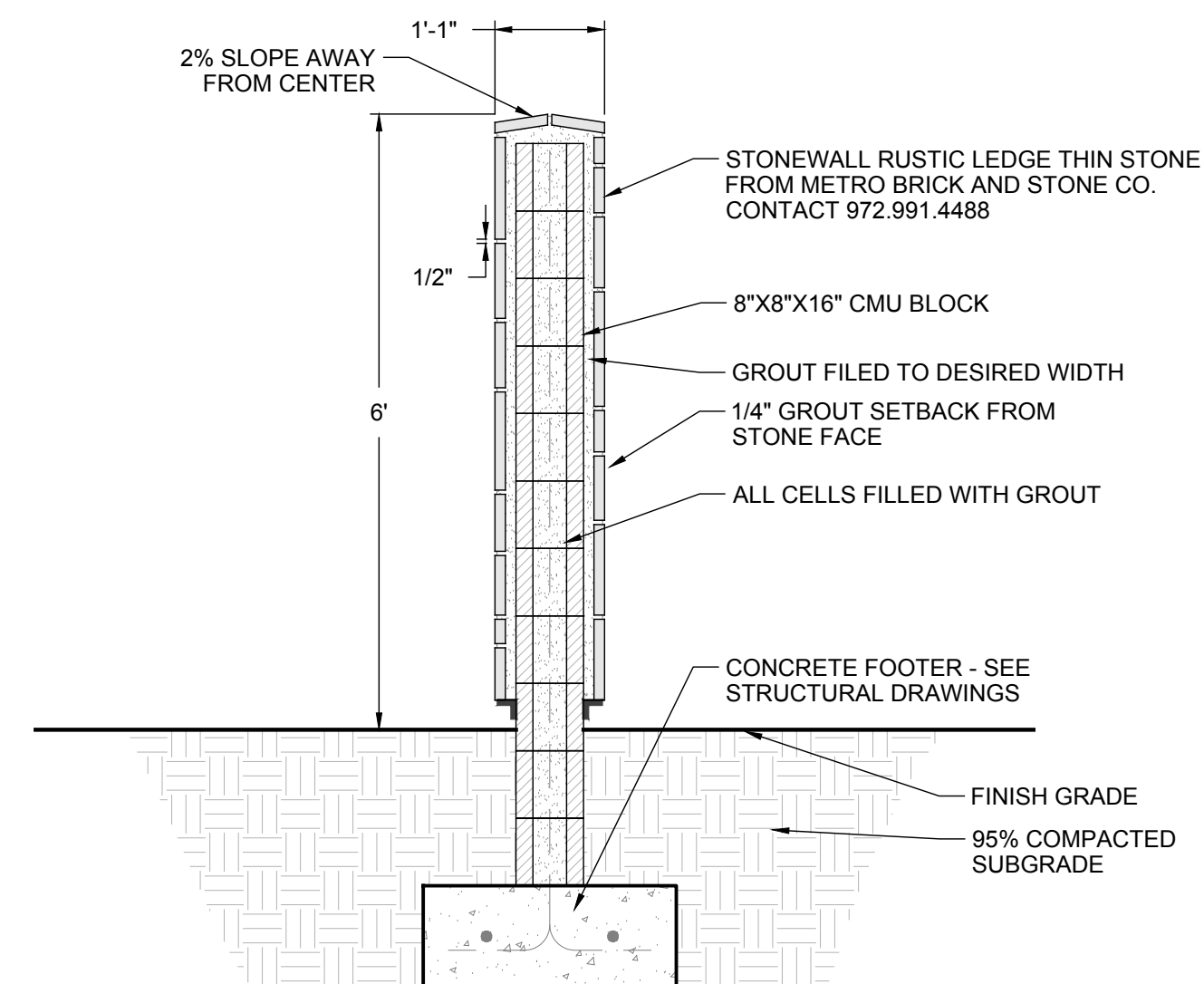
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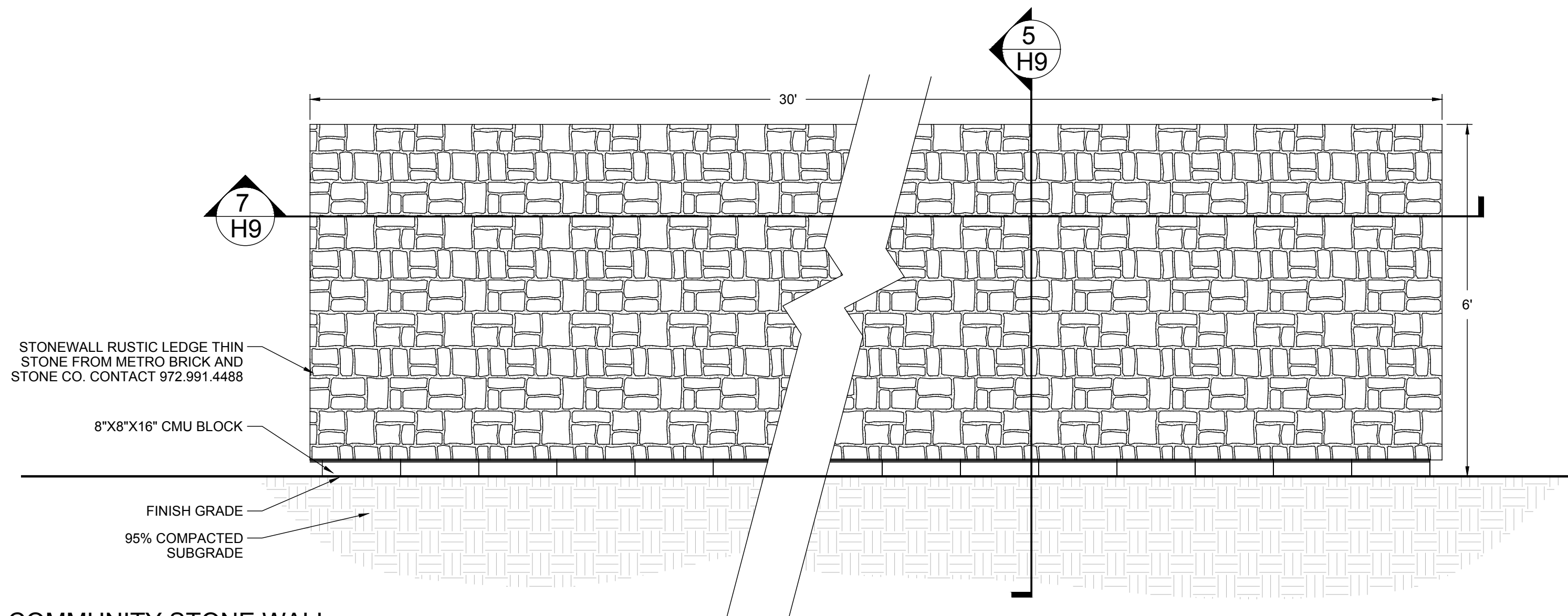
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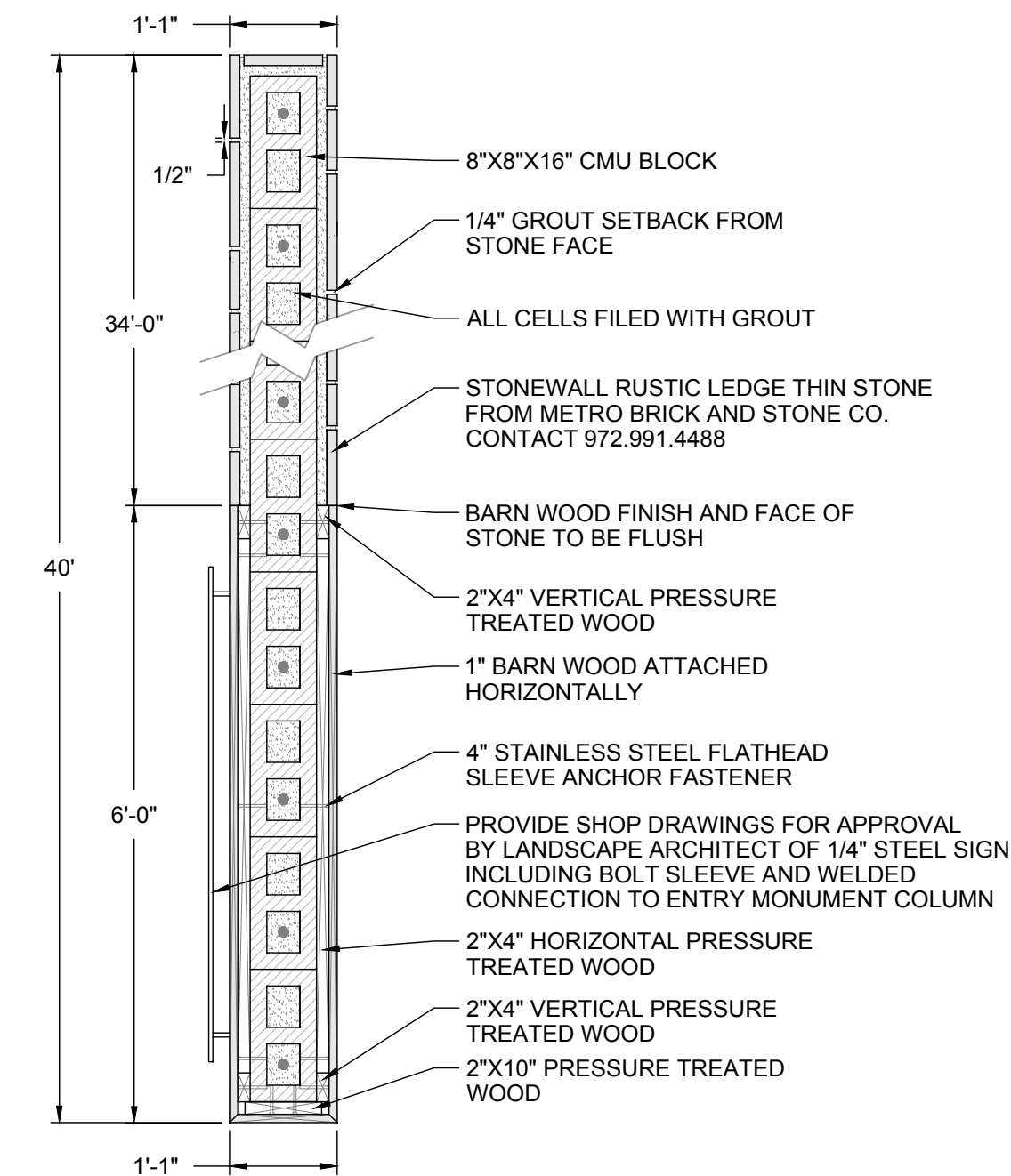
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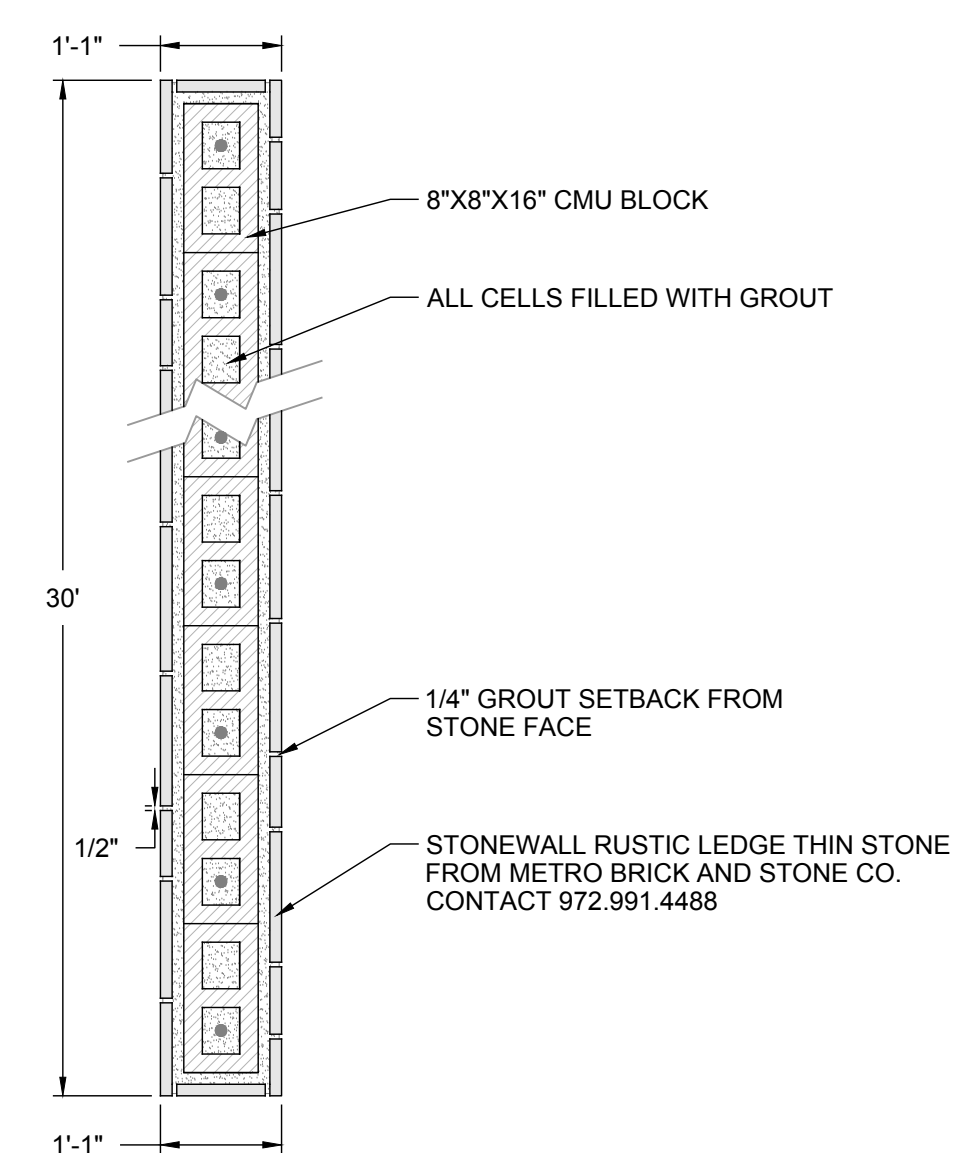
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8 COMMUNITY STONE WALL
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6 COMMUNITY ENTRY WOOD/STONE WALL SECTION
REFER TO STRUCTURAL DRAWINGS FOR REINFORCEMENT



7 COMMUNITY ENTRY STONE WALL SECTION
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PARKS @ PF
PHASE 1
CONSTRUCTION DOCUMENTS
CITY OF BURLESON, TEXAS

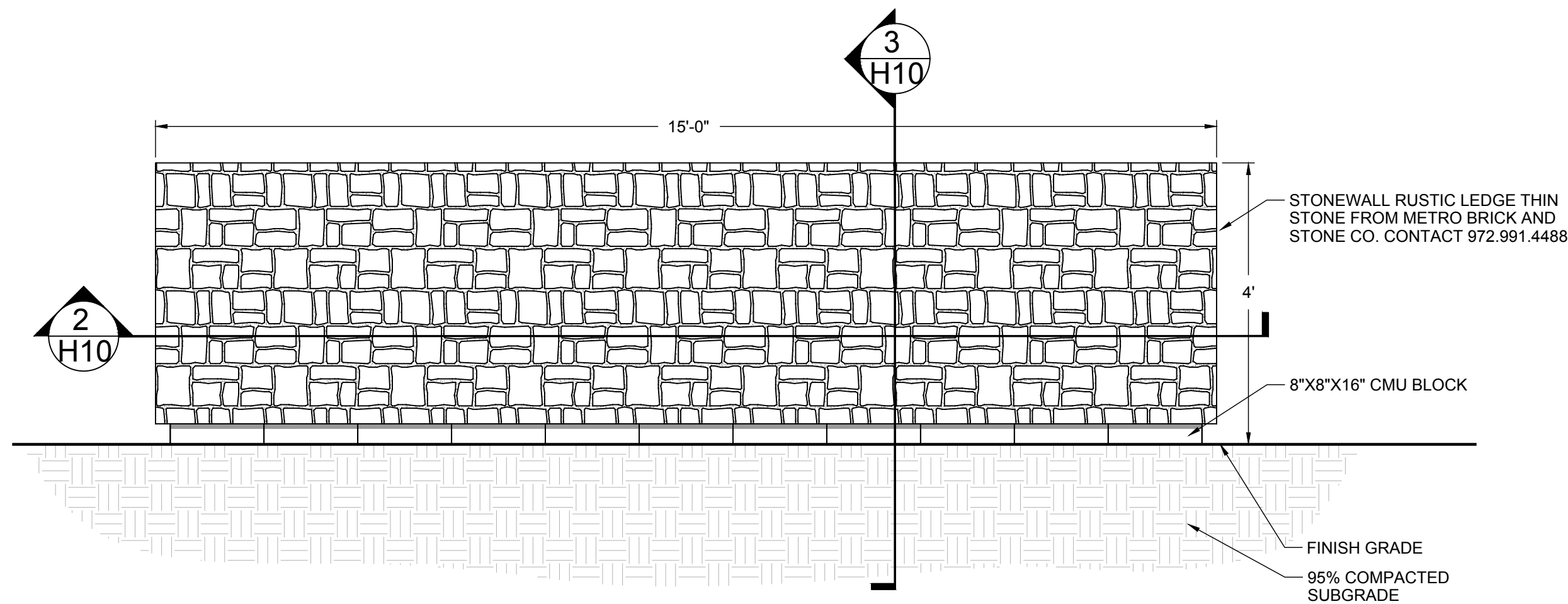


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JC PANCHASARP LP
4020 N. MACARTHUR BLVD.
STE 122-258
IRVING, TX 75038

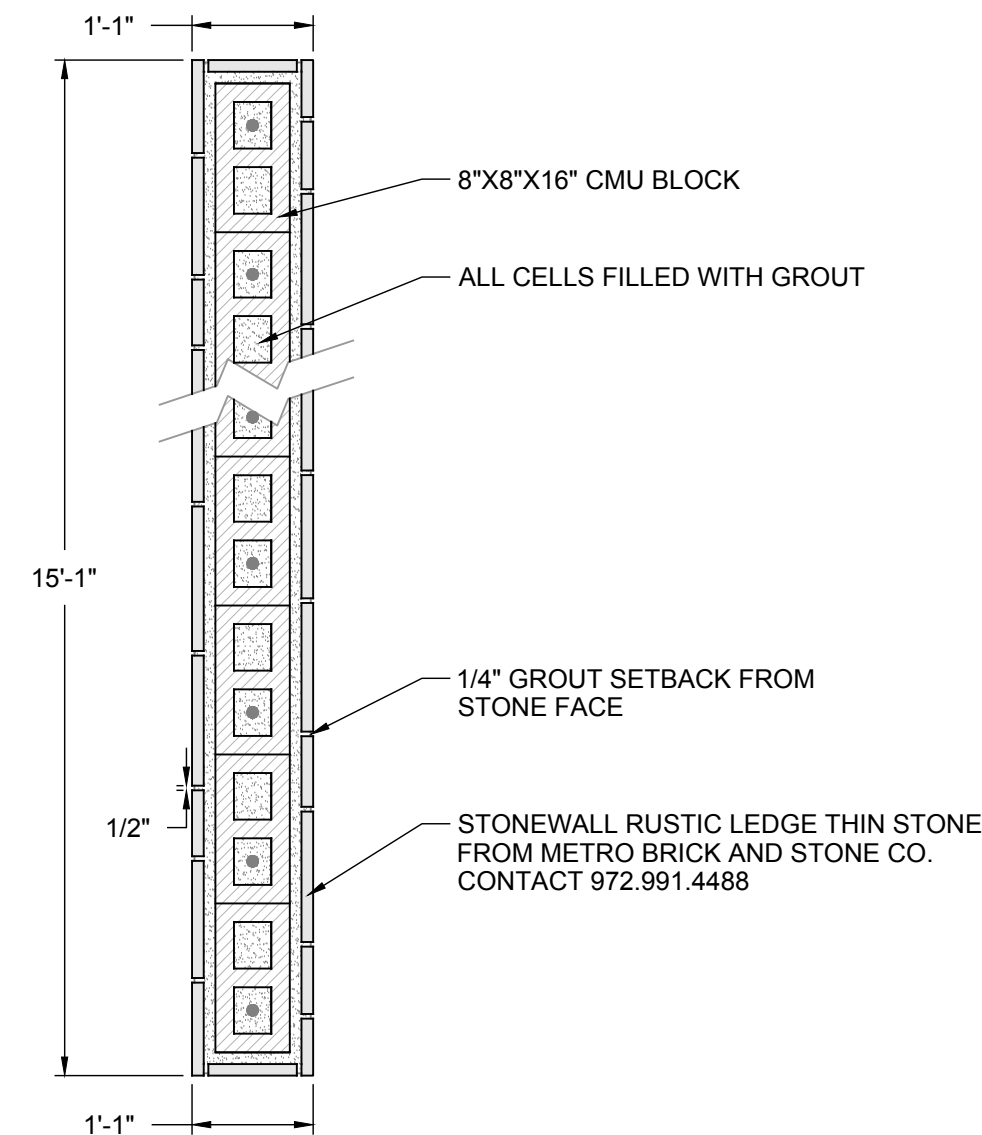
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REVISIONS:	

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DETAILS**

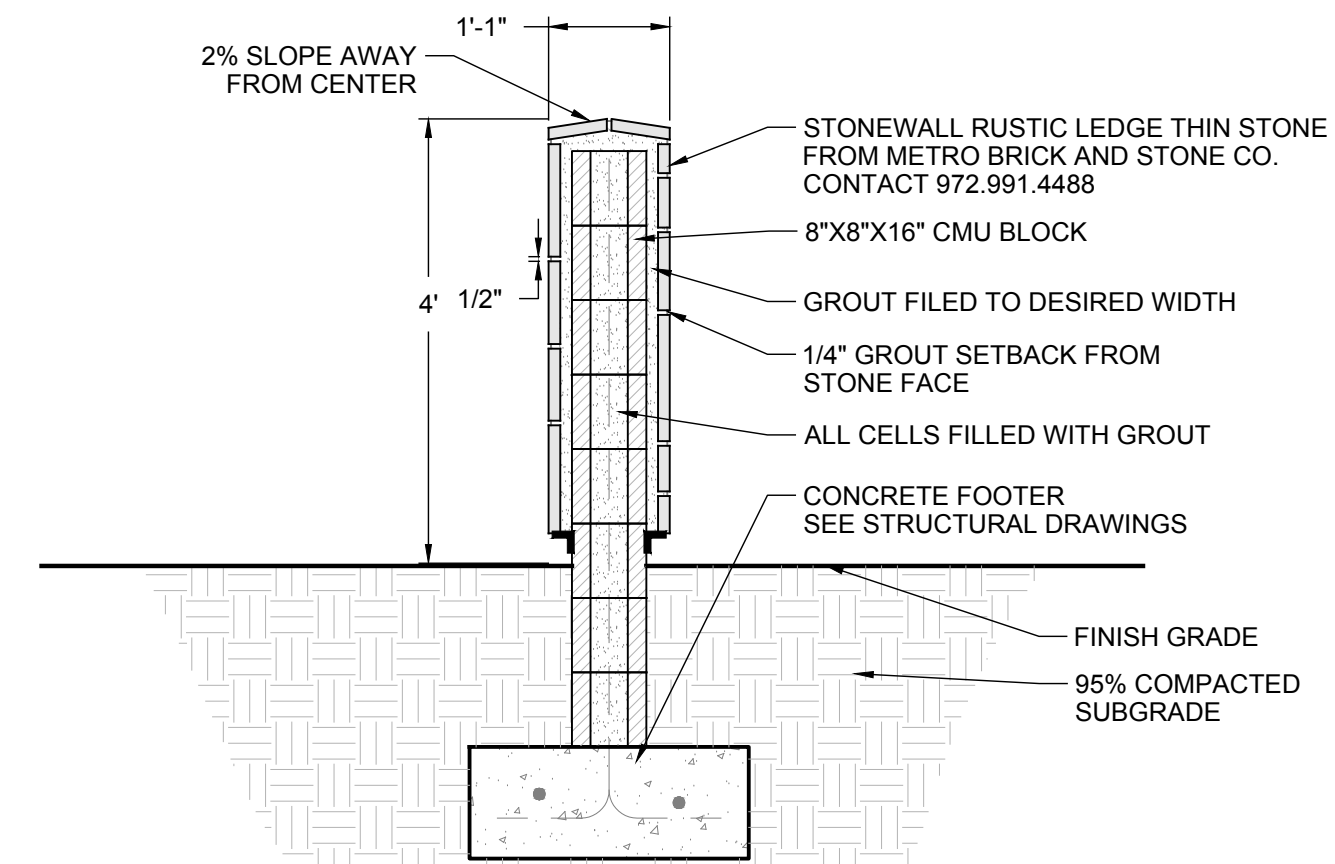
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SHEET 10 OF 31



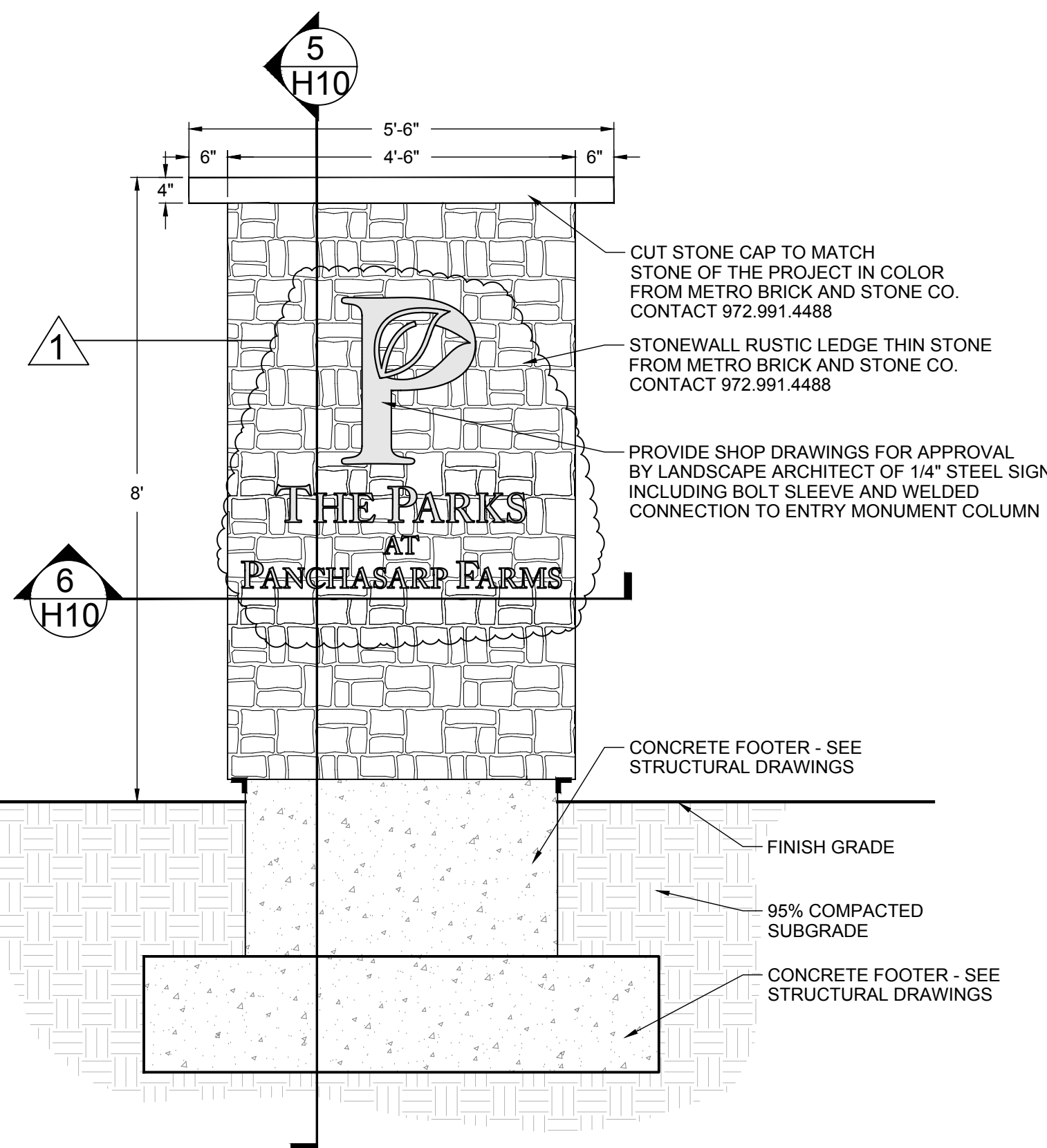
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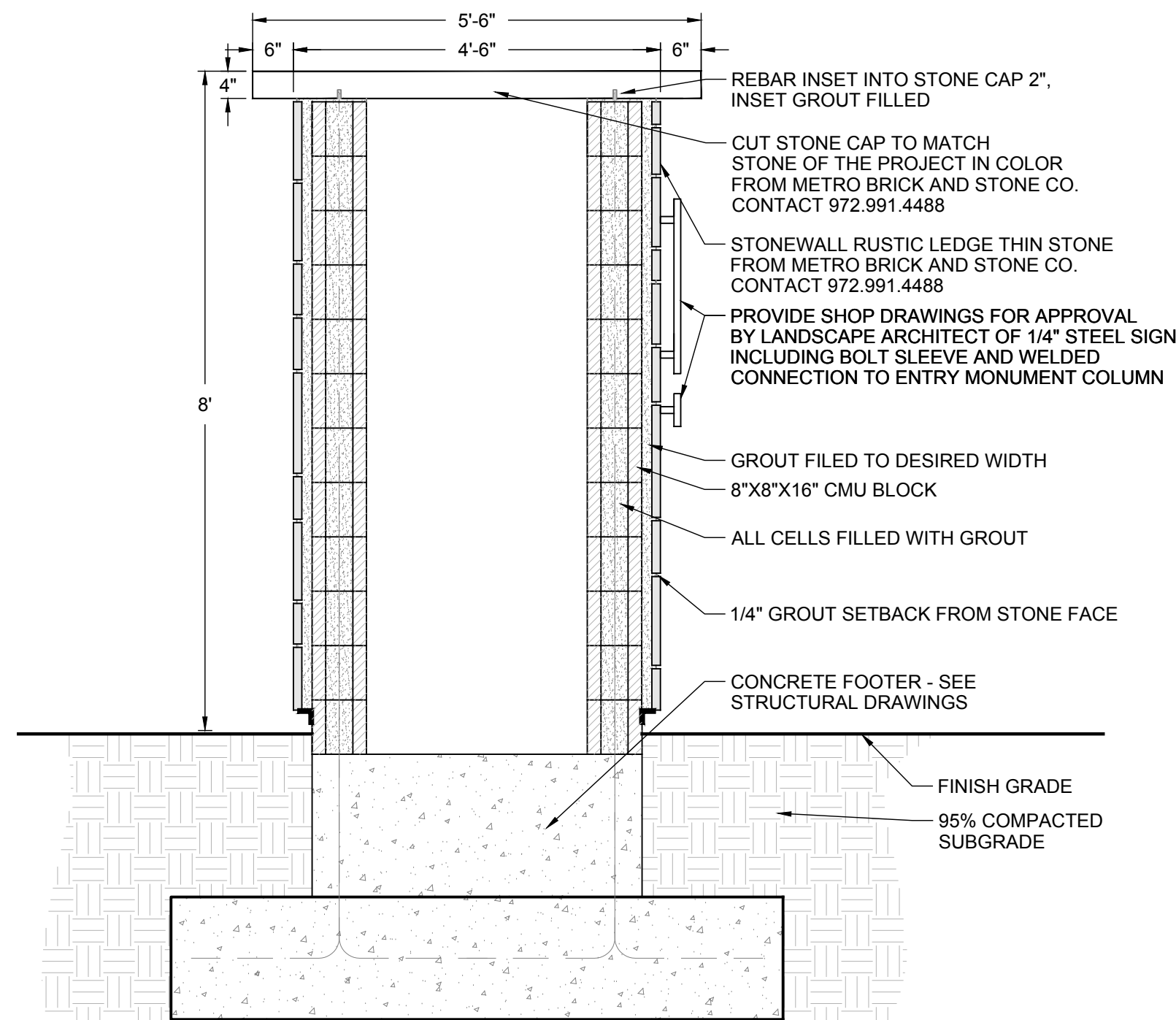
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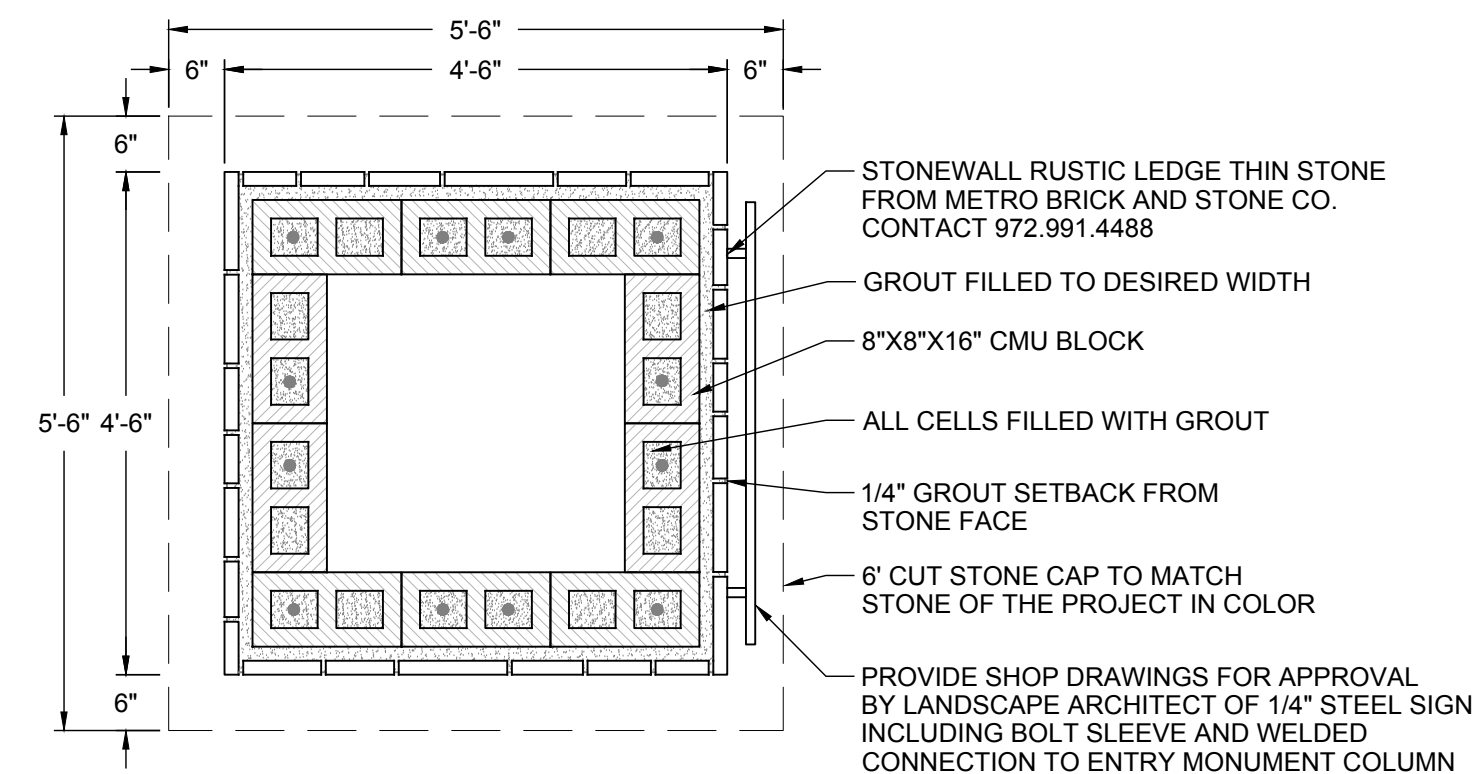
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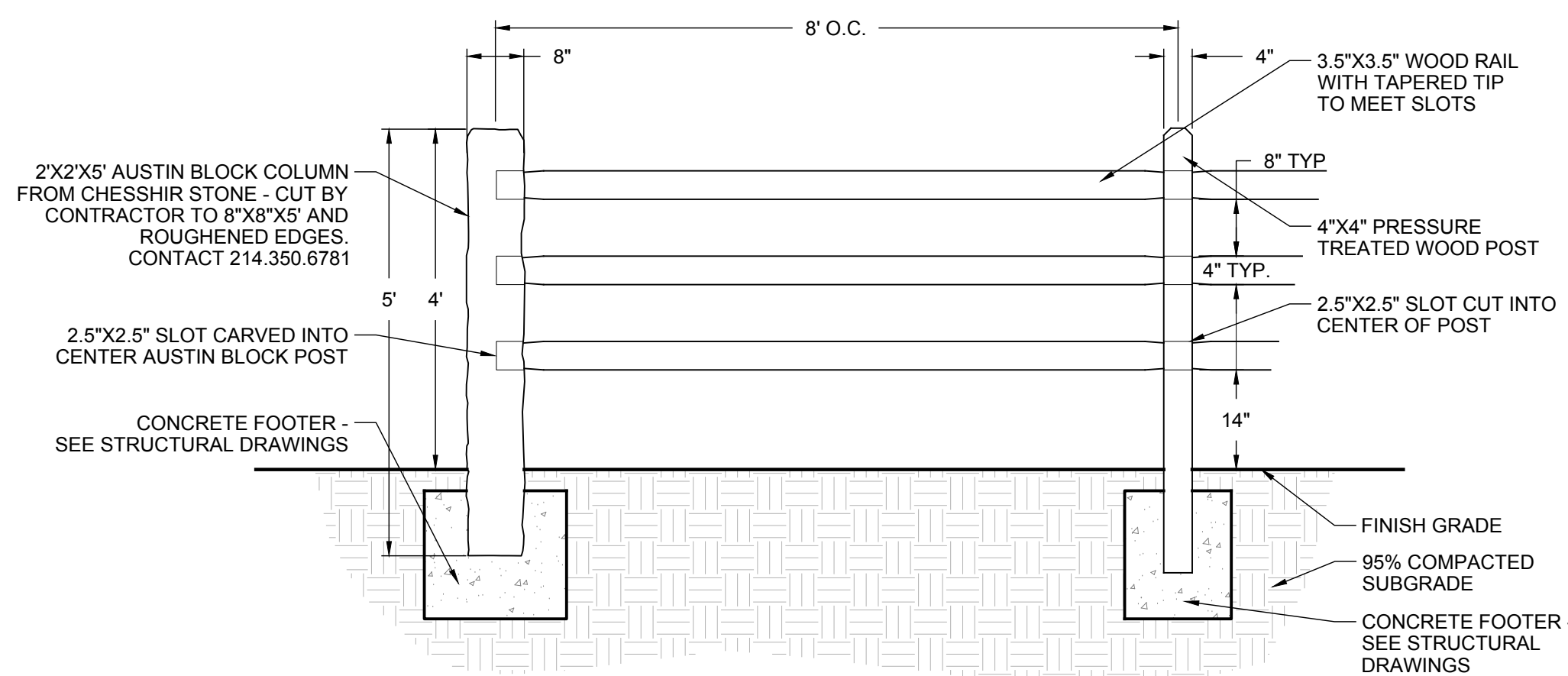
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5 ENTRY MONUMNET COLUMN
REFER TO STRUCTURAL DRAWINGS FOR REINFORCEMENT



6 ENTRY MONUMENT COLUMN SECTION
REFER TO STRUCTURAL DRAWINGS FOR REINFORCEMENT



7 SPLIT RAIL FENCE
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PARKS @ PF
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CONSTRUCTION DOCUMENTS
CITY OF BURLESON, TEXAS



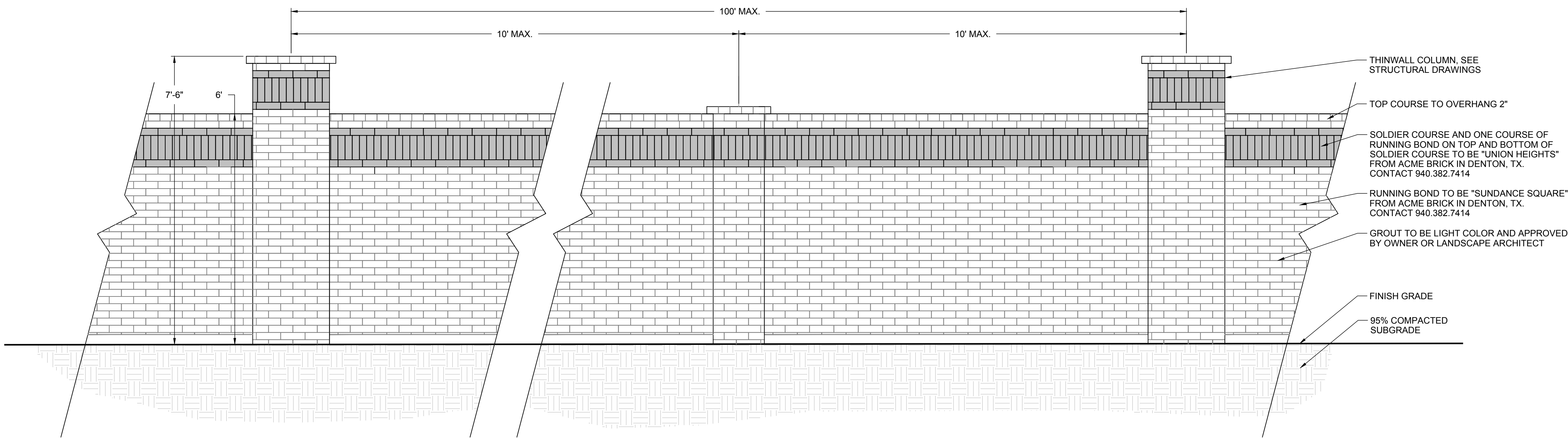
PREPARED FOR:
JC PANCHASARP LP
4020 N. MACARTHUR BLVD.
STE 122-258
IRVING, TX 75038

DATE:	JULY 2019
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REVISIONS:	
10.08.18	SIGN REVISION

SHEET TITLE:
**HARDSCAPE
DETAILS**

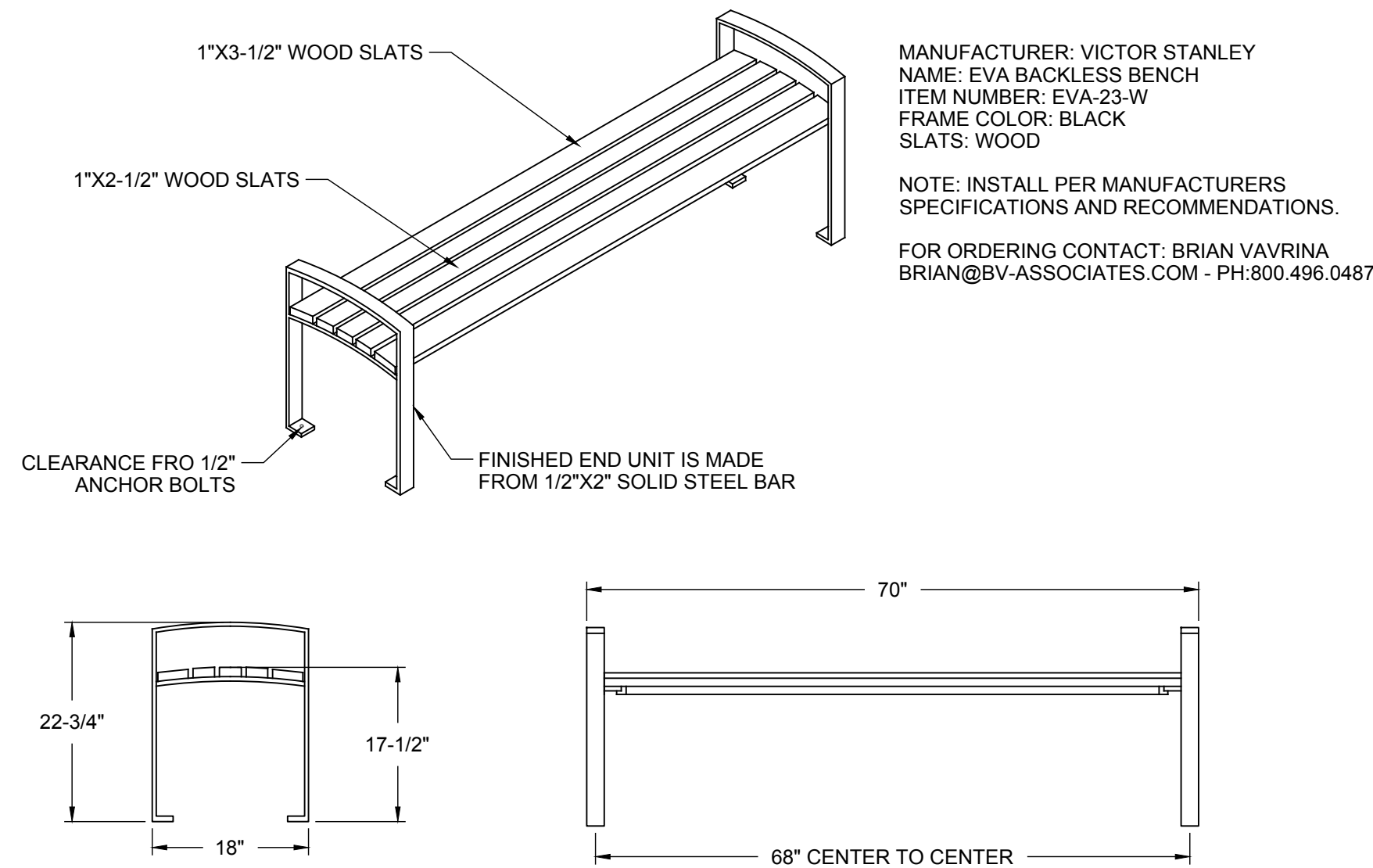
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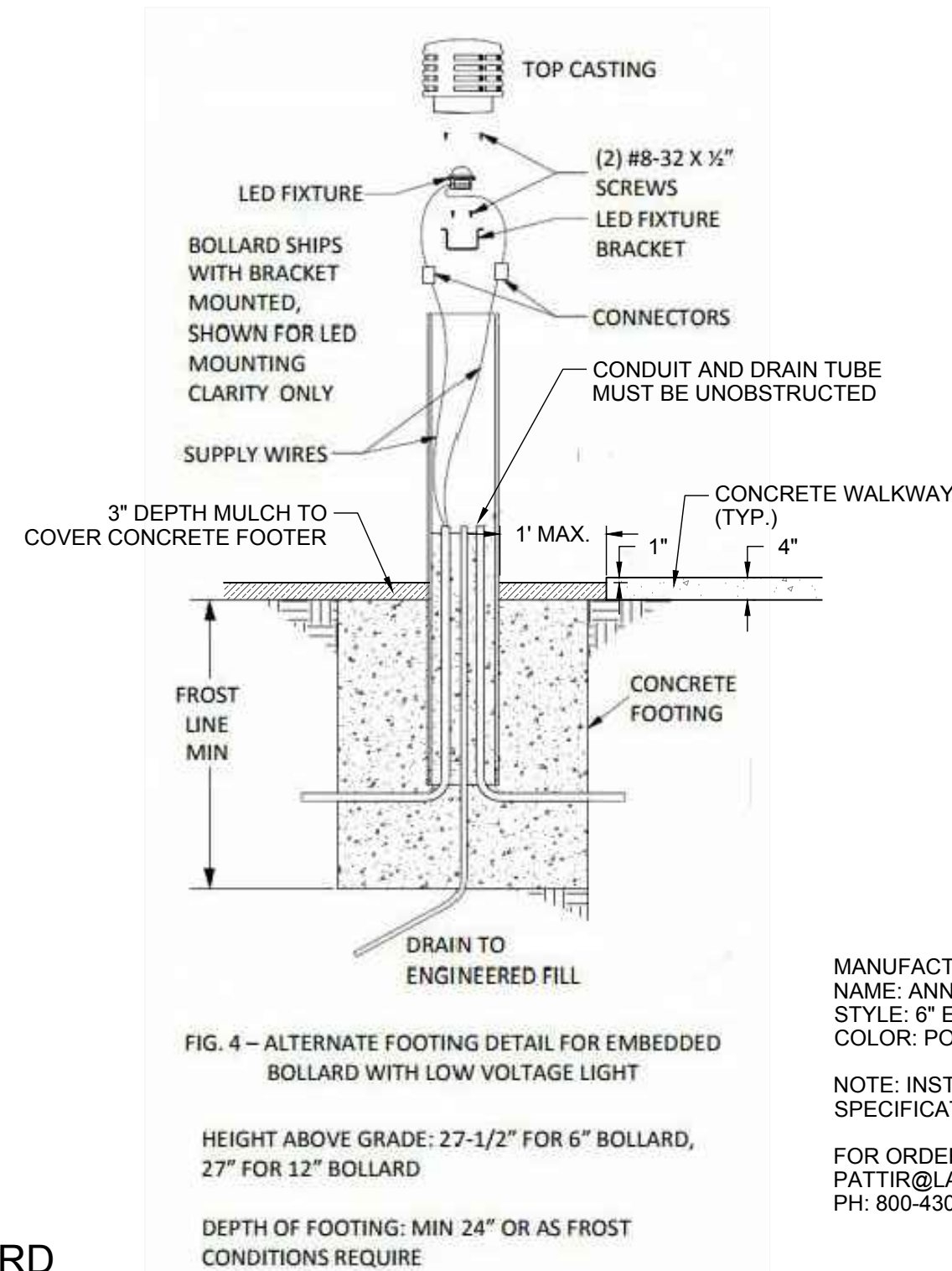


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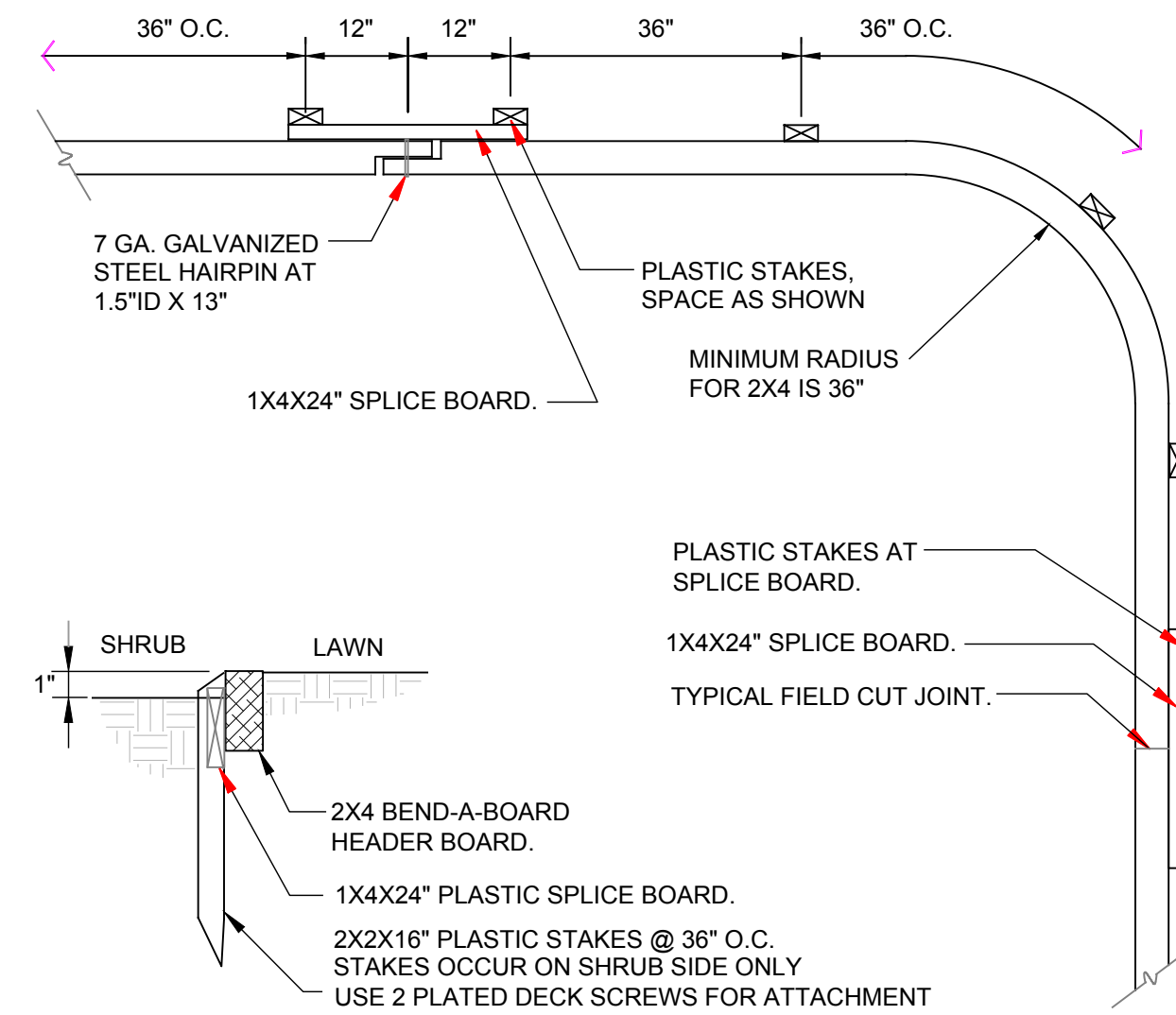
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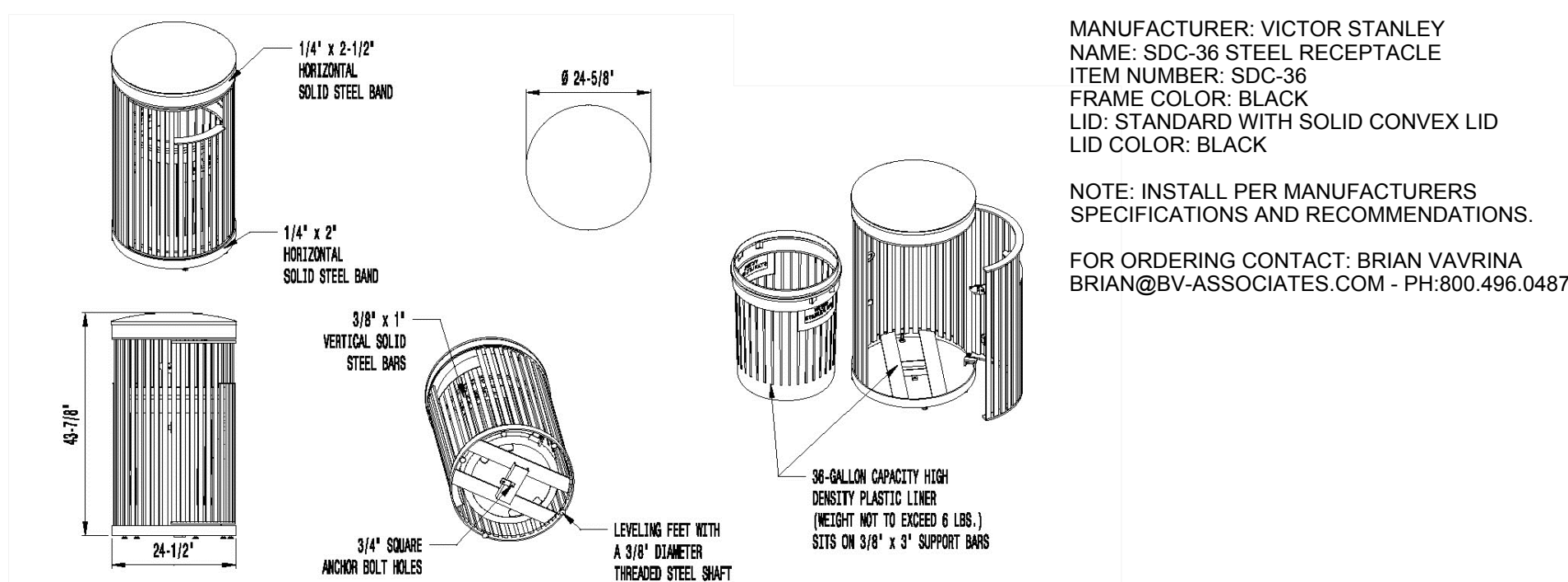
2 BENCH



4 BOLLARD



5 BEND-A-BOARD PLASTIC 2X4 EDGING



3 LITTER RECEPTACLE



PARKS @ PF

PHASE 1

CONSTRUCTION DOCUMENTS

CITY OF BURLESON, TEXAS



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SHEET TITLE:
**HARDSCAPE
DETAILS**

SHEET NUMBER:

H11.0
SHEET 12 OF 31

PARKS AT PANCHASARP FARMS

Phase 1 Landscape Construction Documents

Plant Schedule

QUANTITY	SYMBOL	BOTANICAL/COMMON NAME	SIZE	SIZE
TREES				
3		TAXODIUM DISTICHUM 'BALD' CYPRESS	3" CAL.	SINGLE TRUNK
24		PISTACHIA CHINENSIS CHINESE PISTACHE	3" CAL.	SINGLE TRUNK
9		CHILOPSIS LINEARIS DESERT WILLOW	3" CAL.	MULTI-TRUNK
2		QUERCUS VIRGINIANA 'LIVE' OAK	3" CAL.	SINGLE TRUNK
10		QUERCUS TEXANA 'TEXAS RED' OAK	3" CAL.	SINGLE TRUNK
35		ULMUS CRASSIFOLIA CEDAR ELM	3" CAL.	SINGLE TRUNK
15		CERCIS CANADENSIS VAR. TEXENSIS 'TEXAS' REDBUD	3" CAL.	SINGLE TRUNK
8		QUERCUS MACROCARPA BUR OAK	3" CAL.	SINGLE TRUNK
SHRUBS				
58		RHUS AROMATICA 'GRO-LOW' 'GRO-LOW AROMATIC' SUMAC	3 GAL.	FULL BRANCH PATTERN
12		SPIRAEA X BUMALDA 'GOLD MOUND' SPirea	3 GAL.	FULL BRANCH PATTERN
85		LEUCOPHYLLUM CANDIDUM 'THUNDER CLOUD' 'TEXAS SAGE' 'THUNDER CLOUD'	3 GAL.	FULL BRANCH PATTERN
42		BUXUS MICROPHYLLA JAPONICA 'WINTER GEM' KOREAN BOXWOOD 'WINTER GEM'	3 GAL.	FULL BRANCH PATTERN
ACCENTS				
3		HESPERALOE NOCTURNA 'NIGHT BLOOMING' HERPERALOE	3 GAL.	
ORNAMENTAL GRASSES				
314		CAREX TUMICOLA 'BERKELEY' SEDGE	1 GAL.	
4		PANICUM VIRGATUM 'DALLAS BLUE' 'DALLAS BLUE' SWITCHGRASS	3 GAL.	
85		MISCANTHUS 'PUPURASCENS' 'AUTUMN FLAME' GRASS	3 GAL.	
74		PENNISETUM SETACEUM RUBRUM 'PURPLE' FOUNTAIN GRASS	3 GAL.	
GROUNDCOVERS				
77,220 SF.		CYNODON DACTYLON BERMUDA GRASS	SEED	REFER TO LANDSCAPE DETAILS
81		SALVIA X 'INDIGO SPIRES' 'INDIGO SPIRES' SALVIA	1 GAL.	REFER TO LANDSCAPE DETAILS
45		SALVIA ROEMERIANA 'CEDAR' SAGE	1 GAL.	REFER TO LANDSCAPE DETAILS
147,748 SF.		TEXAS NATIVE GRASS MIX 'BLACKLAND PRAIRIE MIX'	SEED	SEE NOTE 22 LANDSCAPE NOTES
MATERIALS				
134 CY		SHREDDED BARK MULCH 'FINE SHREDDED'	SHREDDED, 2" DEPTH	

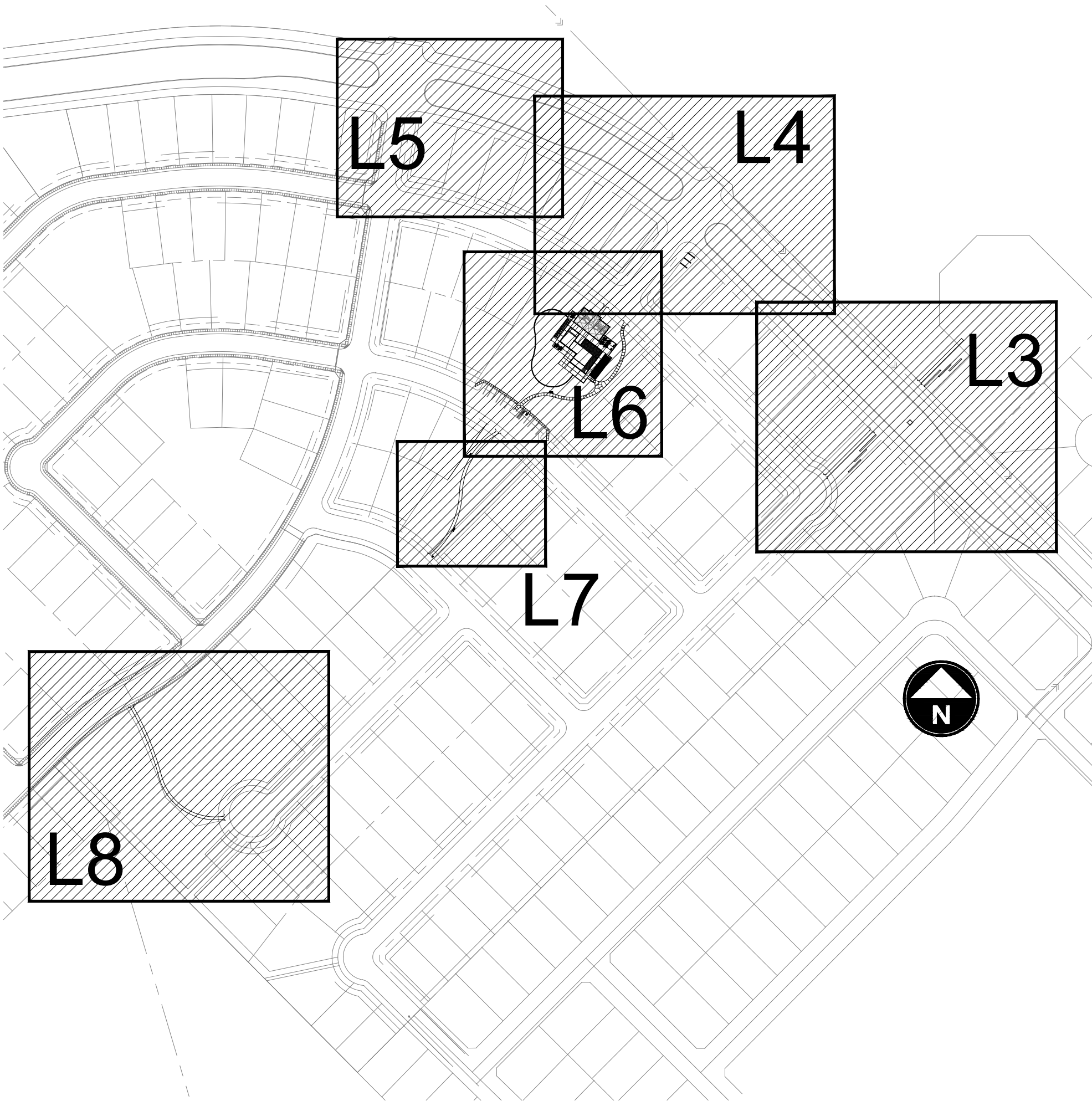
Landscape Notes:

- CONTRACTOR TO OBTAIN PERMITS FROM LOCAL AGENCIES AND UTILITY COMPANIES HAVING JURISDICTION OVER THE SITE.
- CONTRACTOR TO VERIFY LOCATIONS OF ALL UNDERGROUND UTILITIES PRIOR TO ANY INSTALLATION.
- CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY TO INSTALL THE WORK INDICATED ON THE LANDSCAPE DOCUMENTS. THEY SHALL BE RESPONSIBLE FOR CAREFUL SITE INSPECTION, DETAILED REVIEW OF THE PLANS, AND COORDINATION WITH OTHER CONTRACTORS ON-SITE PRIOR TO ANY INSTALLATION. ANY DISCREPANCIES SHALL IMMEDIATELY BE BROUGHT TO THE ATTENTION OF THE OWNERS AGENT.
- PRIOR TO INITIATING THESE LANDSCAPE IMPROVEMENTS, THE LANDSCAPE CONTRACTOR MUST SCHEDULE A PRE-CONSTRUCTION MEETING ON-SITE WITH THE APPROVAL OF THE OWNER AND THE GENERAL CONTRACTOR. THE OWNERS REPRESENTATIVE AND/OR THE PROJECT LANDSCAPE ARCHITECT MUST BE PRESENT. THE PURPOSE OF THIS MEETING IS TO RESOLVE ANY EXISTING SITE CONDITIONS THAT MAY BE IN CONFLICT WITH THESE LANDSCAPE CONSTRUCTION DOCUMENTS AND THEREFORE IMPACT THE INSTALLATION OF ANY OF THESE PROPOSED IMPROVEMENTS. THIS FIRST MEETING SHOULD BE SCHEDULED TO OCCUR AFTER THE COMPLETION OF ON-SITE AND OFF-SITE IMPROVEMENTS INCLUDING: ALL UNDERGROUND UTILITIES, MASS GRADING AND STREET IMPROVEMENTS.
- DAMAGE TO EXISTING LANDSCAPING, UNDERGROUND UTILITIES, IRRIGATION LINES, ELECTRICAL LINES, ETC., SHALL BE REPAIRED AT CONTRACTORS EXPENSE.
- ANY DISCREPANCIES FOUND BETWEEN THE PLANS AND THE SITE CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT.
- ALL QUANTITIES PROVIDED ARE FOR REFERENCE ONLY. LANDSCAPE CONTRACTOR SHALL VERIFY ALL QUANTITIES PRIOR TO FINAL BID.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FINISH GRADES IN LANDSCAPED AREAS. HE SHALL DETERMINE, WITH THE GENERAL CONTRACTOR, THE EXTENT OF ROUGH GRADING AND/OR FINE GRADING TO BE ESTABLISHED BY OTHERS.
- ALL GRADING AND DRAINAGE SHALL BE IN ACCORDANCE WITH THE PLANS PREPARED BY THE PROJECT CIVIL ENGINEER, OR AS DIRECTED BY THE OWNERS AGENT. PROVIDE POSITIVE DRAINAGE AWAY FROM THE BUILDING(S) IN ALL CONDITIONS. CONTRACTOR TO MEET ALL EXISTING GRADES AT PROJECT BOUNDARIES. FINISH GRADE SHALL BE 1" BELOW THE TOP OF ADJACENT WALKS, CURBS AND HEADERS FOR PLANTER BEDS.
- ALL AREAS DISTURBED DURING CONSTRUCTION TO BE FINE GRADED. ADJACENT UNDISTURBED AREAS DAMAGED OR DISTURBED TO BE RESTORED TO ITS ORIGINAL CONDITION AT THE CONTRACTORS EXPENSE.
- STAKE LOCATIONS OF ALL TREES AND HEADERS FOR APPROVAL PRIOR TO INSTALLATION OF ANY PLANT MATERIAL.
- ALL PLANT MATERIAL SHALL BE HEALTHY, VIGOROUS, WELL BRANCHED AND DENSELY FOLIATED (WHEN IN LEAF) AS IS TYPICAL FOR THE SPECIES. THEY SHALL HAVE HEALTHY WELL DEVELOPED ROOT SYSTEMS (NOT POT BOUND), A NORMAL HABIT OF GROWTH CONSISTENT WITH INDUSTRY STANDARDS, AND FREE OF ANY BRUISES, CUTS OR OTHER ABNORMALITIES. PLANT MATERIAL SHALL BE SIZED IN ACCORDANCE WITH THE AMERICAN STANDARD FOR NURSERY STOCK, LATEST EDITION, PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN AND THE ARIZONA NURSERYMAN ASSOCIATION STANDARDS.
- ALL RIGHT-OF-WAY PLANT MATERIAL MUST BE IN COMPLIANCE WITH THE DEPARTMENT OF WATER RESOURCES LOW WATER USE PLANT LIST. DO NOT SUBSTITUTE PLANT MATERIAL. SELECTIONS OR ALTER QUANTITIES FROM THE APPROVED LANDSCAPE OR IRRIGATION PLANS WITHOUT PRIOR APPROVAL FROM THE CITY'S LANDSCAPE ARCHITECT.
- BACKFILL MIXTURES, EXCEPT AS NOTED, TO BE COMPRISED OF 50% NATIVE SOIL, 25% SAND AND 25% DECOMPOSED GRANULAR BARK MULCH, AND 2 LBS. DISPERSAL PER CUBIC YARD OF BACKFILL.
- ADD AGRI-FORM FERTILIZER TABLETS AT THE FOLLOWING RATES:
1 GALLON PLANT - 1 TABLET
5 GALLON PLANT - 2 TABLETS
15 GALLON PLANT - 4 TABLETS
BOXED TREE - 6 TABLETS (MIN.)
- TABLETS TO BE PLACED NO DEEPER THAN 6" BELOW SOIL SURFACE.
- LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR ALL PLANTS SHOWN ON PLANTING PLAN. DO NOT SUBSTITUTE PLANTS BY TYPE OR QUANTITY WITHOUT WRITTEN APPROVAL FROM THE LANDSCAPE ARCHITECT OR OWNER'S AGENT.
- THE OWNER'S AGENT RESERVES THE RIGHT TO REJECT ANY SELECTION OF PLANT MATERIAL THAT DOES NOT SATISFY THE INTENT OF THE LANDSCAPE DESIGN BASED ON SIZE, SHAPE, EVIDENCE OF STRESS OF IMPROPER CARE.
- PRIOR TO INITIATING THE 90 DAY MAINTENANCE PERIOD, COMPLETE ANY INITIAL PUNCH LIST ITEMS, THEN OBTAIN APPROVAL FROM OWNERS AGENT OF SUBSTANTIAL COMPLETION. DETERMINE WITH OWNERS AGENT THE START DATE FOR THE 90 DAY MAINTENANCE PERIOD. CONTRACTOR TO THEN MAINTAIN LANDSCAPE WHICH MAY INCLUDE WATERING, WEEDING, PRUNING AND REPLACEMENT OF ANY MATERIAL THAT HAS DIED OR IS SHOWING EVIDENCE OF STRESS. SUBMIT WRITTEN REQUEST FOR FINAL PUNCH LIST ONE WEEK PRIOR TO END OF MAINTENANCE PERIOD.
- PROVIDE OWNER WITH A WRITTEN GUARANTEE OF ONE (1) YEAR FOR ALL TREES AND A PERIOD OF SIX (6) MONTHS FOR ALL OTHER PLANT MATERIAL DATED FROM THE START OF THE MAINTENANCE PERIOD AGAINST DEFECTS INCLUDING DEATH AND UNSATISFACTORY GROWTH. PROVIDE OWNER WITH WRITTEN INSTRUCTIONS OUTLINING MAINTENANCE PROCEDURES TO BE ADOPTED IN ORDER TO PROTECT ALL GUARANTEED PLANT MATERIAL. INCLUDE WATERING SCHEDULE AND FERTILIZER PROGRAM.
- ALL LANDSCAPE IMPROVEMENTS SHALL BE MAINTAINED BY THE PARKS AT PANCHASARP FARMS H.O.A. THIS INCLUDES ALL STREETSCAPE AREAS, INCLUDING THE RIGHT OF WAY, AND ALL INTERIOR LANDSCAPE TRACTS AND EASEMENTS.
- ALL DISTURBED AREA TO BE RESEDED WITH "BLACKLAND PRAIRIE MIX" FROM NATIVE AMERICAN SEED COMPANY AT A RATE OF 1LB PER 1,000 SF.

Sheet Index:

SHEET L1.0	LANDSCAPE COVER SHEET
SHEET L2.0	OVERALL LANDSCAPE PLAN
SHEET L3.0	LANDSCAPE PLAN
SHEET L4.0	LANDSCAPE PLAN
SHEET L5.0	LANDSCAPE PLAN
SHEET L6.0	LANDSCAPE PLAN
SHEET L7.0	LANDSCAPE PLAN
SHEET L8.0	LANDSCAPE PLAN
SHEET L9.0	LANDSCAPE DETAILS

KEY MAP:



PARKS @ PF

PHASE 1

CONSTRUCTION DOCUMENTS

CITY OF BURLESON, TEXAS



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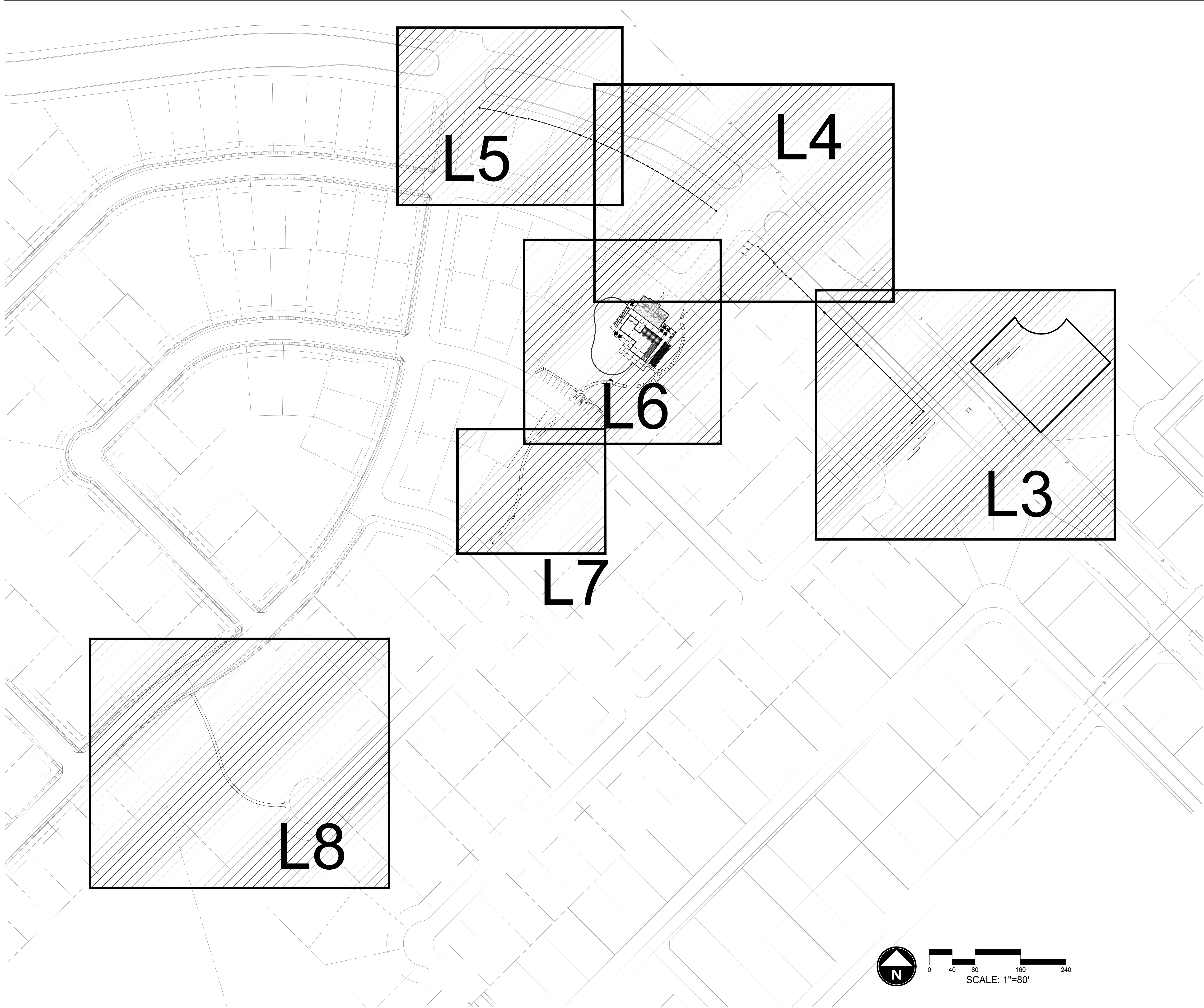
JC PANCHASARP LP
4020 N. MACARTHUR BLVD.
STE 122-258
IRVING, TX 75038

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PROJECT:	000.0000.81
DRAWN BY:	TK
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SHEET TITLE:
LANDSCAPE COVER
SHEET

SHEET NUMBER:

L1.0
SHEET 13 OF 31



Plant Schedule

SYMBOL	BOTANICAL/COMMON NAME
TREES	
	TAXODIUM DISTICHUM 'BALD' CYPRESS
	GLEDITSIA TRIACANTHOS 'THORNLESS HONEYLOCUST'
	CHILOPSIS LINEARIS 'DESERT WILLOW'
	QUERCUS VIRGINIANA 'LIVE OAK'
	QUERCUS TEXANA 'TEXAS RED' OAK
	FRAXINUS PENNSYLVANICA 'GREEN ASH'
	CERCIS CANADENSIS VAR. TEXENSIS 'TEXAS' REDBUD
	QUERCUS MACROCARPA 'BUR OAK'
SHRUBS	
	RHUS AROMATICA 'GRO-LOW' 'GRO-LOW AROMATIC' SUMAC
	SPIRAEA X BUMALDA 'GOLD MOUND' 'SPIRAEA' GOLD MOUND
	LEUCOPHYLLUM CANDIDUM 'THUNDER CLOUD' 'TEXAS SAGE' 'THUNDER CLOUD'
	BUXUS MICROPHYLLA JAPONICA 'WINTER GEM' 'KOREAN BOXWOOD' 'WINTER GEM'
ACCENTS	
	HESPERALOE NOCTURNA 'NIGHT BLOOMING' HESPERALOE
ORNAMENTAL GRASSES	
	CAREX TUMICOLA 'BERKELEY' SEDGE
	PANICUM VIRGATUM 'DALLAS BLUE' 'DALLAS BLUE' SWITCHGRASS
	MISCANTHUS 'PUPURASCENS' 'AUTUMN FLAME' GRASS
	PENNISETUM SETACEUM RUBRUM 'PURPLE' FOUNTAIN GRASS
GROUNDCOVERS	
	CYNODON DACTYLON 'BERMUDA GRASS'
	SALVIA X 'INDIGO SPIRES' 'INDIGO SPIRES' SALVIA
	SALVIA ROEMERIANA 'CEDAR' SAGE
	TEXAS NATIVE GRASS MIX 'BLACKLAND PRAIRIE MIX'
MATERIALS	
	SHREDDED BARK MULCH 'FINE SHREDDED'



PARKS @ PF
PHASE 1
CONSTRUCTION DOCUMENTS
CITY OF BURLESON, TEXAS

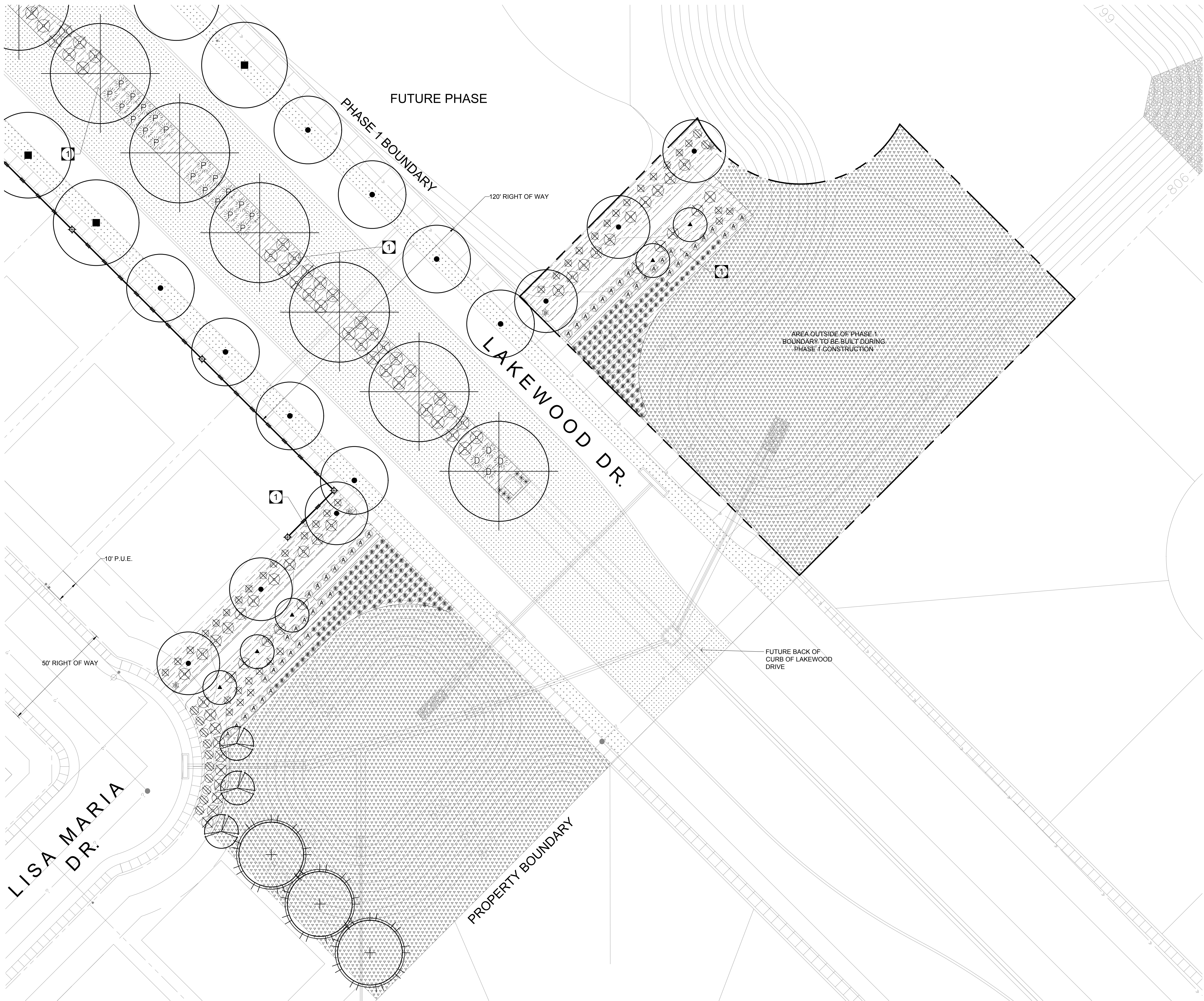


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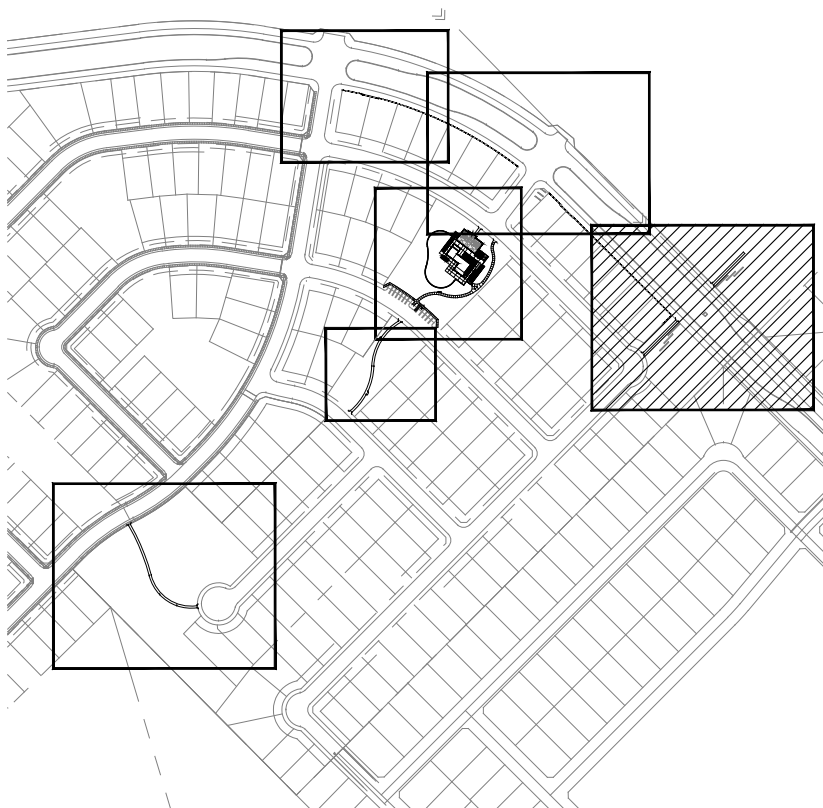
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REVISIONS:	

SHEET TITLE:
OVERALL
LANDSCAPE PLAN

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L2.0
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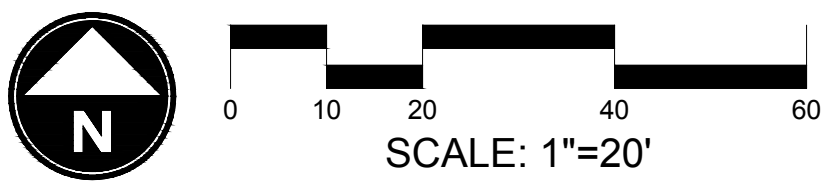
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Plant Schedule

SYMBOL	BOTANICAL/COMMON NAME
TREES	
	TAXODIUM DISTICHUM 'BALD CYPRESS'
	GLEDITSIA TRIACANTHOS 'THORNLESS HONEYLOCUST'
	CHILOPSIS LINEARIS 'DESERT WILLOW'
	QUERCUS VIRGINIANA 'LIVE OAK'
	QUERCUS TEXANA 'TEXAS RED' OAK
	FRAXINUS PENNSYLVANICA 'GREEN ASH'
	CERCIS CANADENSIS VAR. TEXENSIS 'TEXAS REDBUD'
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SHRUBS	
	RHUS AROMATICA 'GRO-LOW' 'GRO-LOW AROMATIC SUMAC'
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	BUXUS MICROPHYLLA JAPONICA 'WINTER GEM' 'KOREAN BOXWOOD 'WINTER GEM''
ACCENTS	
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ORNAMENTAL GRASSES	
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	PANICUM VIRGATUM 'DALLAS BLUE' 'DALLAS BLUE' SWITCHGRASS
	MISCANTHUS FLAMMULA 'AUTUMN FLAME' GRASS
	PENNISETUM SETACEUM RUBRUM 'PURPLE' FOUNTAIN GRASS
GROUNDCOVERS	
	CYNODON DACTYLON 'BERMUDA GRASS'
	SALVIA X INDIGO SPIRES 'INDIGO SPIRES' SALVIA
	SALVIA ROEMERIANA 'CEDAR' SAGE
	TEXAS NATIVE GRASS MIX 'BLACKLAND PRAIRIE MIX'
MATERIALS	
	SHREDDED BARK MULCH 'FINE SHREDDED'

1 LANDSCAPE MULCH,
SEE DETAIL 1, SHEET L9



PARKS @ PF
PHASE 1
CONSTRUCTION DOCUMENTS
CITY OF BURLESON, TEXAS

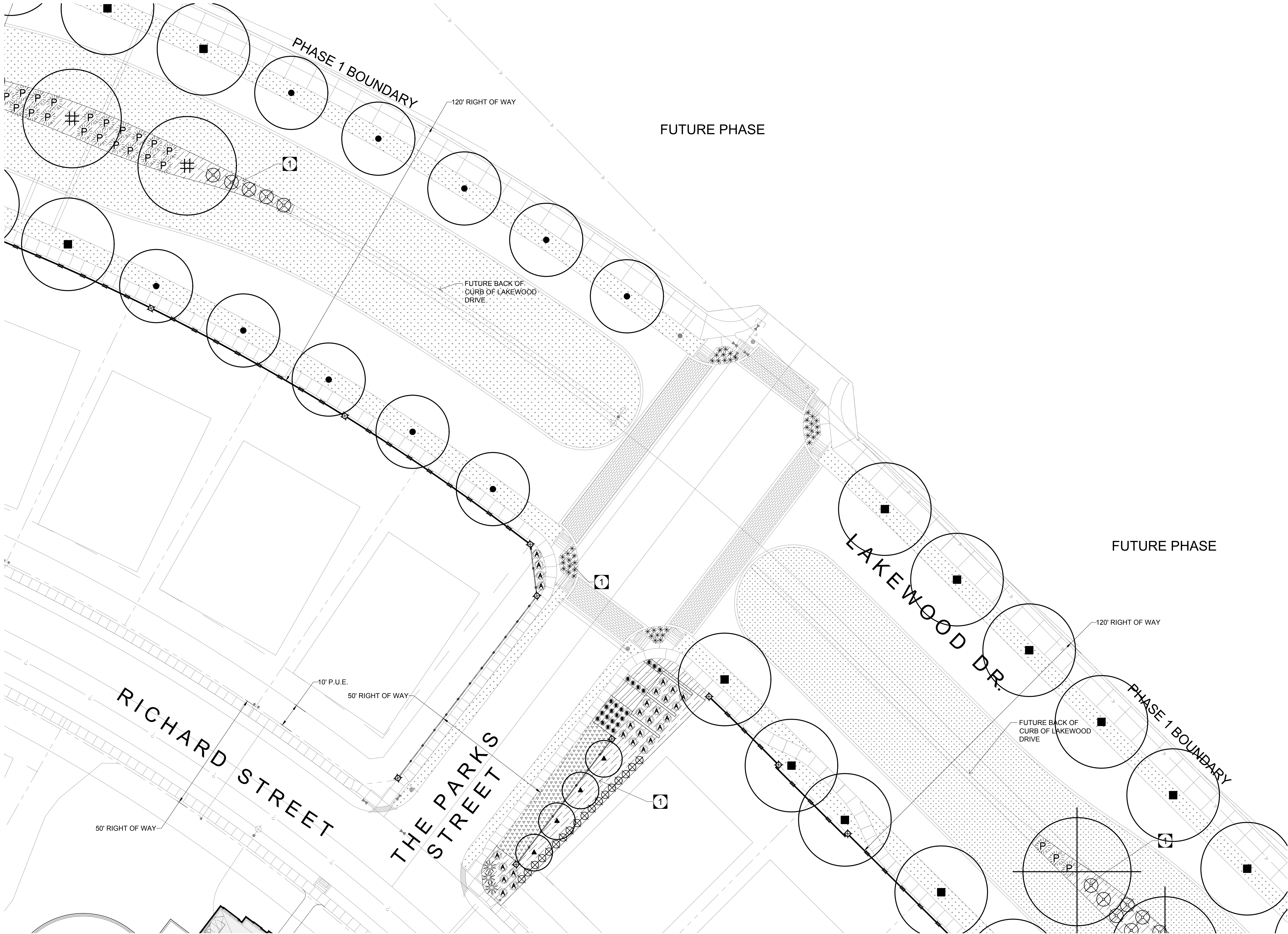


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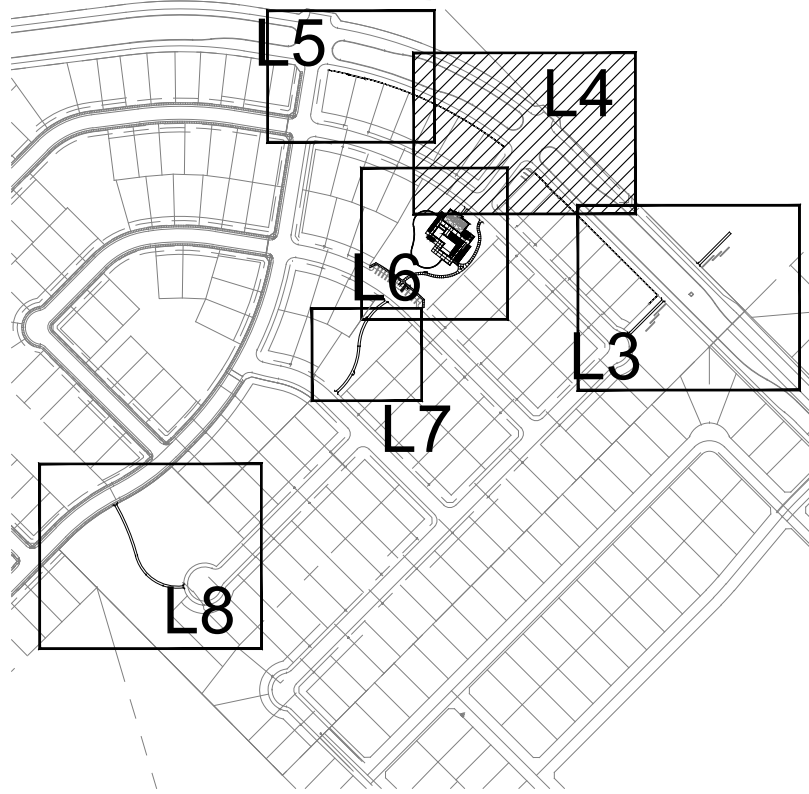
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LANDSCAPE
PLAN

SHEET NUMBER:
L3.0
SHEET 15 OF 31



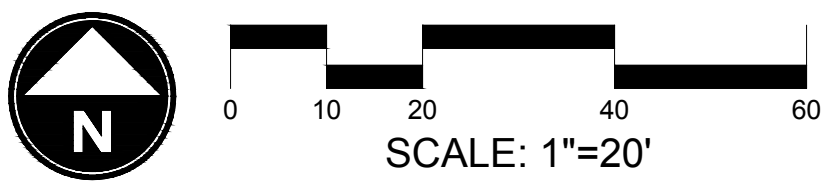
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Plant Schedule

SYMBOL	BOTANICAL/COMMON NAME
TREES	
	TAXODIUM DISTICHUM 'BALD' CYPRESS
	GLEDITSIA TRIACANTHOS 'THORNLESS HONEYLOCUST'
	CHILOPSIS LINEARIS 'DESERT' WILLOW
	QUERCUS VIRGINIANA 'LIVE' OAK
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ACCENTS	
	HESPERALOE NOCTURNA 'NIGHT BLOOMING' HESPERALOE
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	TEXAS NATIVE GRASS MIX 'BLACKLAND PRAIRIE MIX'
MATERIALS	
	SHREDDED BARK MULCH 'FINE SHREDDED'

1 LANDSCAPE MULCH, SEE DETAIL 1, SHEET L9



PARKS @ PF
PHASE 1
CONSTRUCTION DOCUMENTS
CITY OF BURLESON, TEXAS

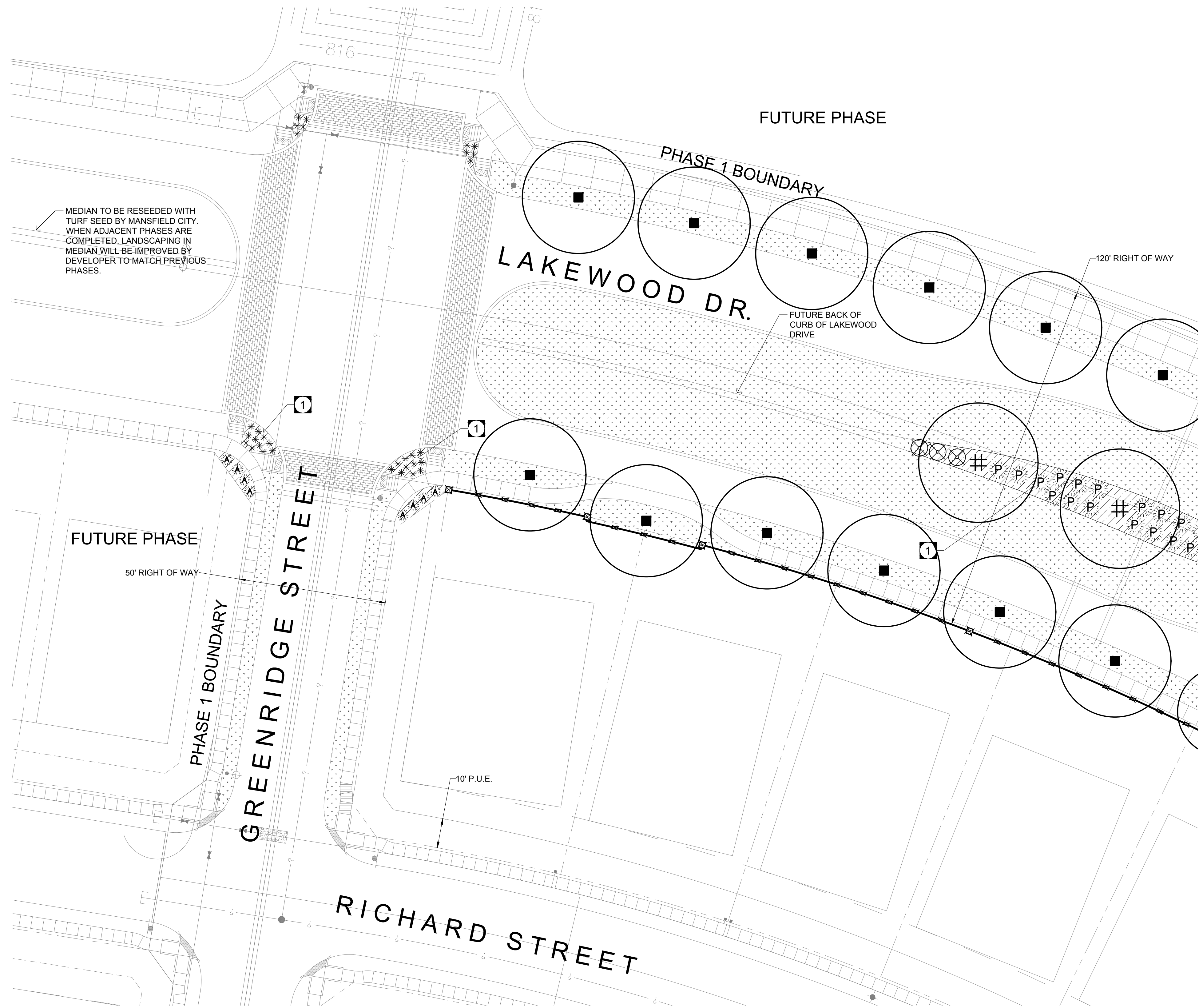


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JC PANCHASARP LP
4020 N. MACARTHUR BLVD.
STE 122-258
IRVING, TX 75038

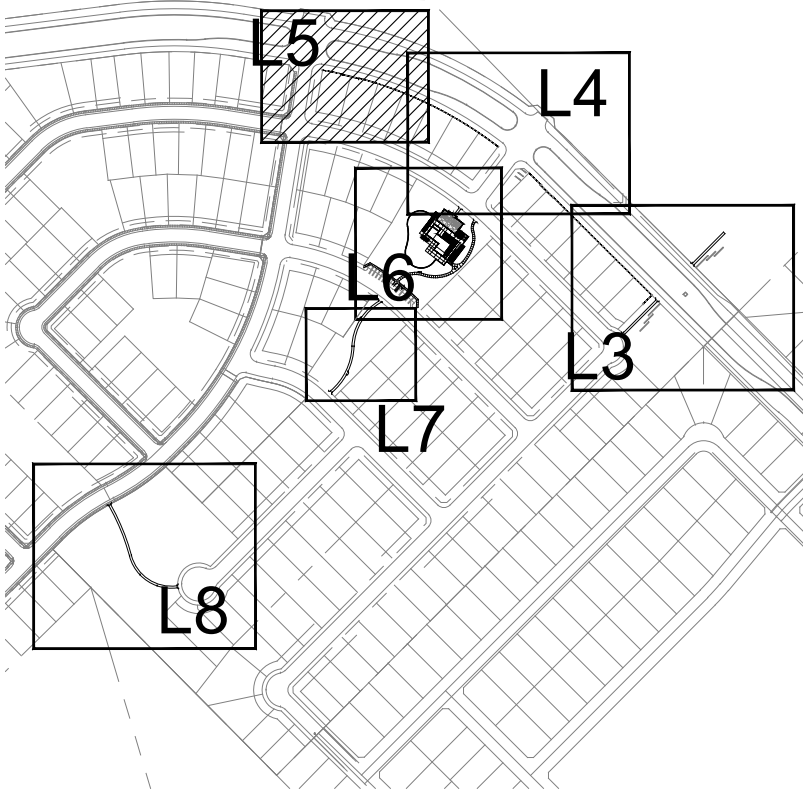
DATE:	JULY 2019
PROJECT:	000.0000.81
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REVIEW BY:	TK
VERSION:	
REVISIONS:	

SHEET TITLE:
LANDSCAPE
PLAN

SHEET NUMBER:
L4.0
SHEET 16 OF 31



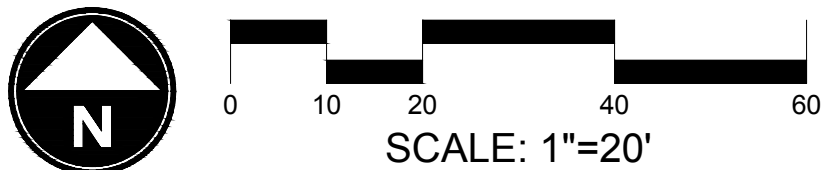
KEY MAP:



Plant Schedule

SYMBOL	BOTANICAL/COMMON NAME
TREES	
	TAXODIUM DISTICHUM 'BALD' CYPRESS
	GLEDTISIA TRIACANTHOS THORNLESS HONEYLOCUST
	CHILOPSIS LINEARIS DESERT WILLOW
	QUERCUS VIRGINIANA 'LIVE' OAK
	QUERCUS TEXANA 'TEXAS RED' OAK
	FRAXINUS PENNSYLVANICA GREEN ASH
	CERCIS CANADENSIS VAR. TEXENSIS 'TEXAS' REDBUD
	QUERCUS MACROCARPA BUR OAK
SHRUBS	
	RHUS AROMATICA 'GRO-LOW' 'GRO-LOW AROMATIC' SUMAC
	SPIRAEA X BUMALDA 'GOLD MOUND' SPIRAEA 'GOLD MOUND'
	LEUCOPHYLLUM CANDIDUM 'THUNDER CLOUD' TEXAS SAGE 'THUNDER CLOUD'
	BUXUS MICROPHYLLA JAPONICA 'WINTER GEM' KOREAN BOXWOOD 'WINTER GEM'
ACCENTS	
	HESPERALOE NOCTURNA 'NIGHT BLOOMING' HESPERALOE
ORNAMENTAL GRASSES	
	CAREX TUMUICOLA 'BERKELEY' SEDGE
	PANICUM VIRGATUM 'DALLAS BLUE' 'DALLAS BLUE' SWITCHGRASS
	MISCANTHUS 'PUPURASCENS' 'AUTUMN FLAME' GRASS
	PENNISETUM SETACEUM RUBRUM 'PURPLE' FOUNTAIN GRASS
GROUNDCOVERS	
	CYNODON DACTYLON BERMUDA GRASS
	SALVIA X 'INDIGO SPIRES' SALVIA
	SALVIA ROEMERIANA 'CEDAR' SAGE
	TEXAS NATIVE GRASS MIX 'BLACKLAND PRAIRIE MIX'
MATERIALS	
	SHREDDED BARK MULCH 'FINE SHREDDED'

1 LANDSCAPE MULCH,
SEE DETAIL 1, SHEET L9



PARKS @ PF
PHASE 1
CONSTRUCTION DOCUMENTS
CITY OF BURLESON, TEXAS



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JC PANCHASARP LP
4020 N. MACARTHUR BLVD.
STE 122-258
IRVING, TX 75038

DATE: JULY 2019

PROJECT: 000.0000.81

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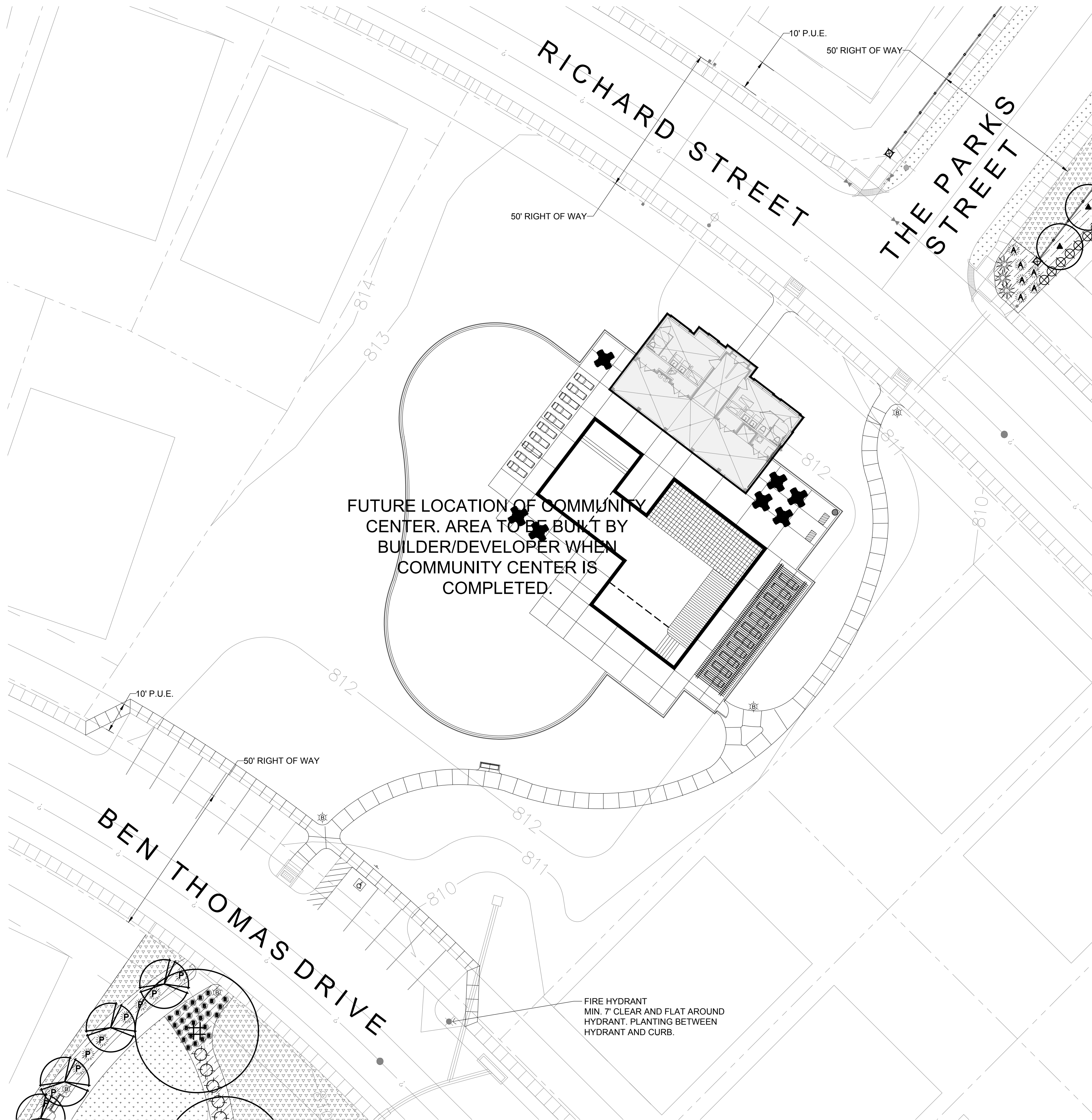
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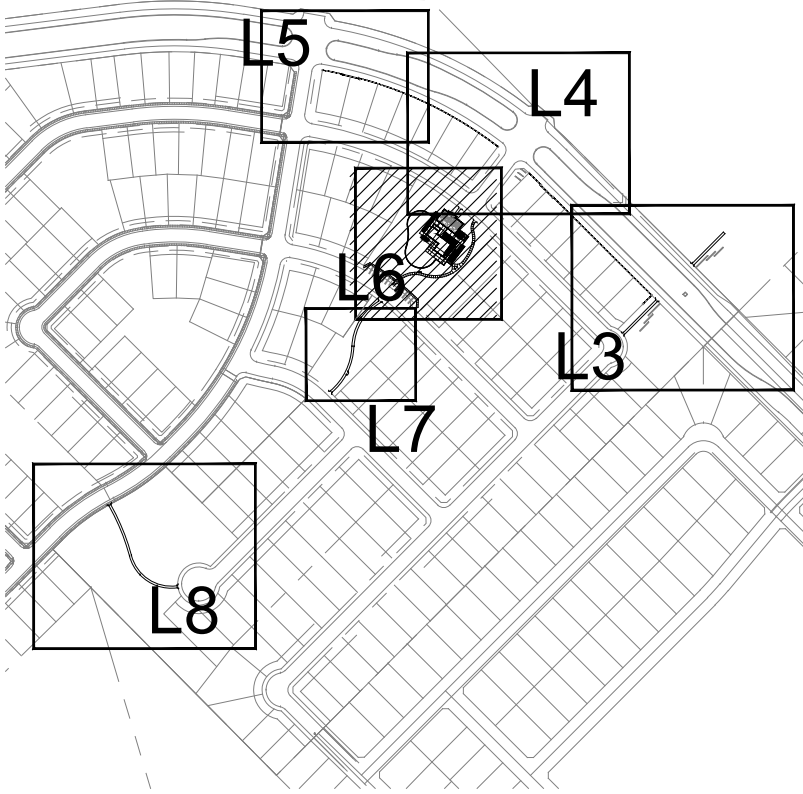
SHEET TITLE:
LANDSCAPE
PLAN

SHEET NUMBER:

L5.0
SHEET 17 OF 31



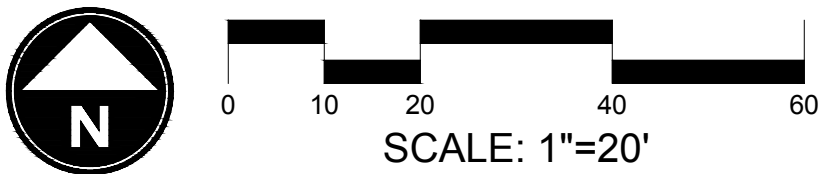
KEY MAP:



Plant Schedule

SYMBOL	BOTANICAL/COMMON NAME
TREES	
	TAXODIUM DISTICHUM 'BALD' CYPRESS
	GLEDITSIA TRIACANTHOS 'THORNLESS HONEYLOCUST'
	CHILOPSIS LINEARIS 'DESERT' WILLOW
	QUERCUS VIRGINIANA 'LIVE' OAK
	QUERCUS TEXANA 'TEXAS RED' OAK
	FRAXINUS PENNSYLVANICA 'GREEN ASH'
	CERCIS CANADENSIS VAR. TEXENSIS 'TEXAS' REDBUD
	QUERCUS MACROCARPA 'BUR' OAK
SHRUBS	
	RHUS AROMATICA 'GRO-LOW' 'GRO-LOW AROMATIC' SUMAC
	SPIRAEA X BUMALDA 'GOLD MOUND' 'SPIRAEA' 'GOLD MOUND'
	LEUCOPHYLLUM CANDIDUM 'THUNDER CLOUD' 'TEXAS SAGE' 'THUNDER CLOUD'
	BUXUS MICROPHYLLA JAPONICA 'WINTER GEM' 'KOREAN BOXWOOD' 'WINTER GEM'
ACCENTS	
	HESPERALOE NOCTURNA 'NIGHT BLOOMING' HESPERALOE
ORNAMENTAL GRASSES	
	CAREX TUMICOLA 'BERKELEY' SEDGE
	PANICUM VIRGATUM 'DALLAS BLUE' 'DALLAS BLUE' SWITCHGRASS
	MISCANTHUS 'PURPURASCENS' 'AUTUMN FLAME' GRASS
	PENNISETUM SETACEUM RUBRUM 'PURPLE' FOUNTAIN GRASS
GROUNDCOVERS	
	CYNODON DACTYLON 'BERMUDA' GRASS
	SALVIA X 'INDIGO SPIRES' 'INDIGO SPIRES' SALVIA
	SALVIA ROEMERIANA 'CEDAR' SAGE
	TEXAS NATIVE GRASS MIX 'BLACKLAND PRAIRIE MIX'
MATERIALS	
	SHREDDED BARK MULCH 'FINE SHREDDED'

1 LANDSCAPE MULCH, SEE DETAIL 1, SHEET L9



PARKS @ PF
PHASE 1
CONSTRUCTION DOCUMENTS
CITY OF BURLESON, TEXAS



PREPARED FOR:

JC PANCHASARP LP
4020 N. MACARTHUR BLVD.
STE 122-258
IRVING, TX 75038

DATE: JULY 2019

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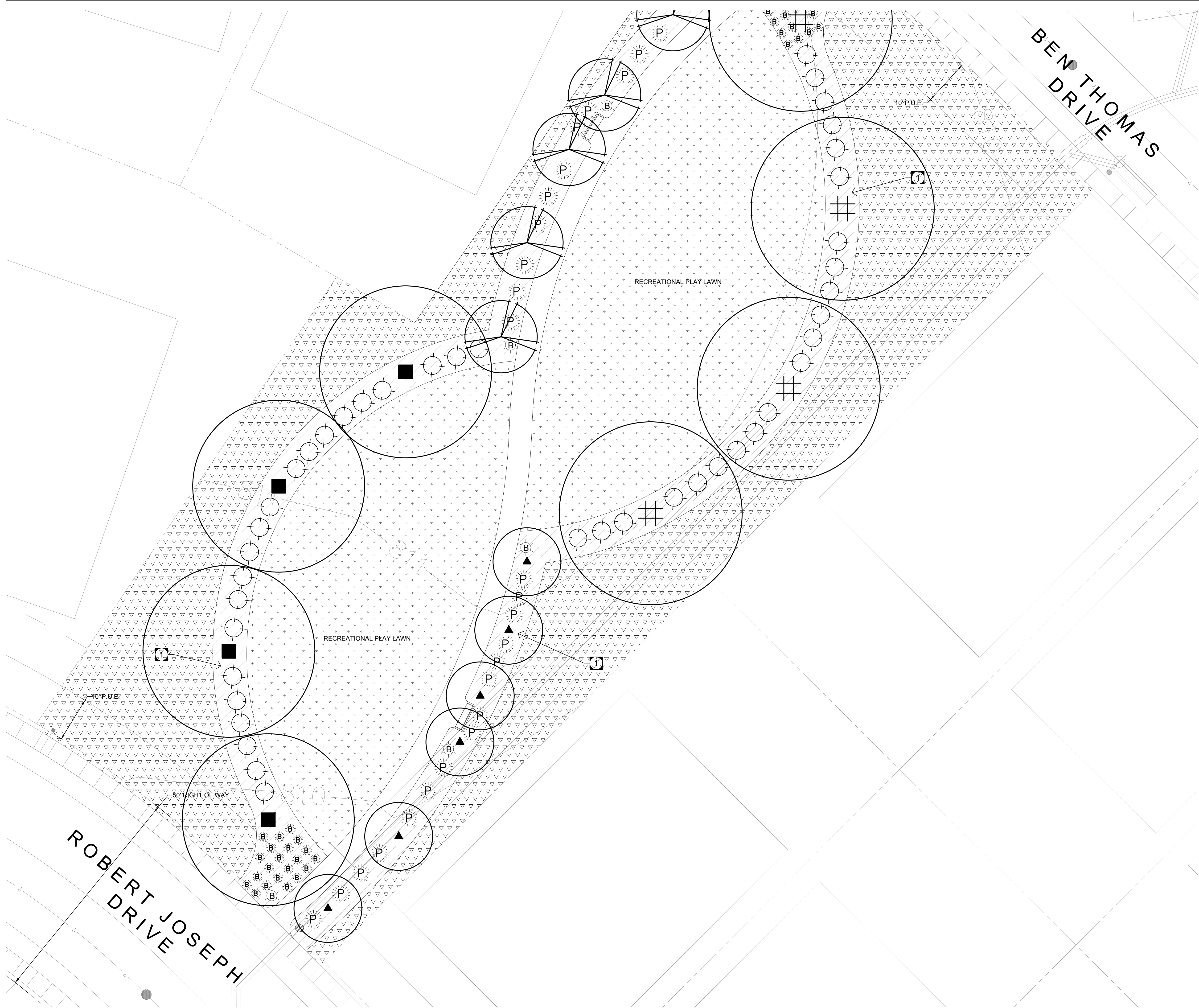
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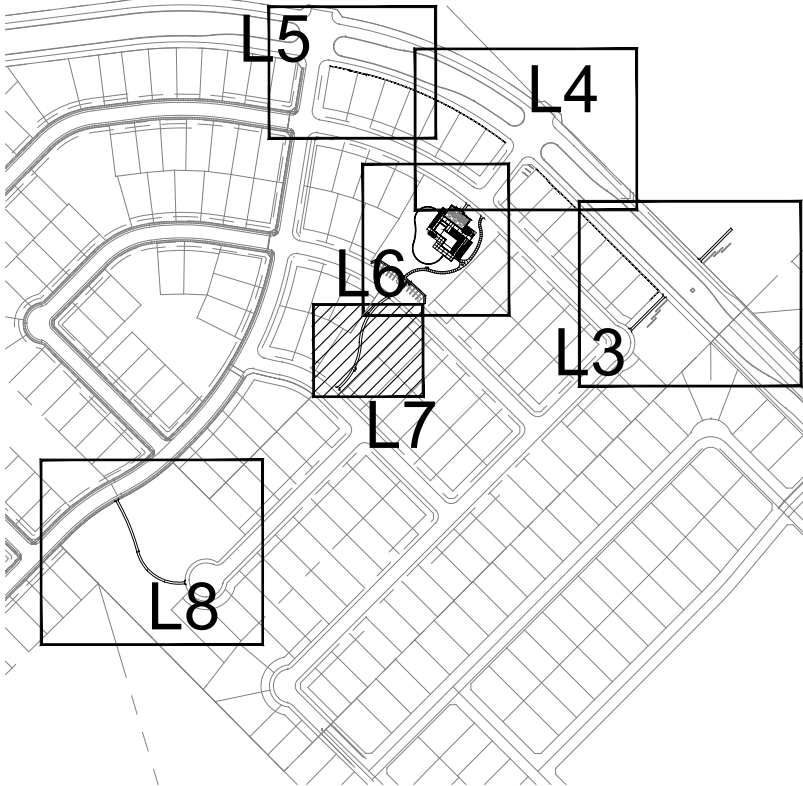
LANDSCAPE
PLAN

SHEET NUMBER:

L6.0
SHEET 18 OF 31



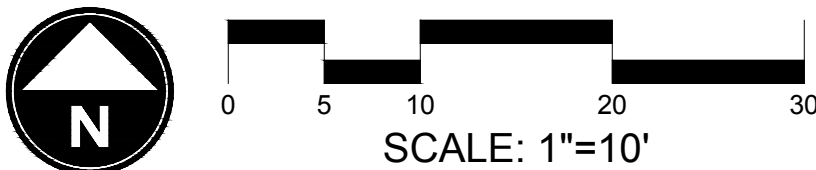
KEY MAP:



Plant Schedule

SYMBOL	BOTANICAL/COMMON NAME
TREES	
	TAXODIUM DISTICHUM 'BALD' CYPRESS
	GLEDITSIA TRIACANTHOS 'THORNLESS HONEYLOCUST'
	CHILOPSIS LINEARIS 'DESERT WILLOW'
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	QUERCUS TEXANA 'TEXAS RED' OAK
	FRAXINUS PENNSYLVANICA 'GREEN ASH'
	CERCIS CANADENSIS VAR. TEXENSIS 'TEXAS REDBUD'
	QUERCUS MACROCARPA 'BUR OAK'
SHRUBS	
	RHUS AROMATICA 'GRO-LOW' 'GRO-LOW AROMATIC' SUMAC
	SPIRAEA X BUMALDA 'GOLD MOUND' 'SPIRAEA 'GOLD MOUND'
	LEUCOPHYLLUM CANDIDUM 'THUNDER CLOUD' 'TEXAS SAGE 'THUNDER CLOUD'
	BUXUS MICROPHYLLA JAPONICA 'WINTER GEM' 'KOREAN BOXWOOD 'WINTER GEM'
ACCENTS	
	HESPERALOE NOCTURNA 'NIGHT BLOOMING' HESPERALOE
ORNAMENTAL GRASSES	
	CAREX TUMICOLA 'BERKELEY' SEDGE
	PANICUM VIRGATUM 'DALLAS BLUE' 'DALLAS BLUE' SWITCHGRASS
	MISCANTHUS 'PURPURASCENS' 'AUTUMN FLAME' GRASS
	PENNISETUM SETACEUM RUBRUM 'PURPLE' FOUNTAIN GRASS
GROUNDCOVERS	
	CYNODON DACTYLON 'BERMUDA GRASS'
	SALVIA X 'INDIGO SPIRES' 'INDIGO SPIRES' SALVIA
	SALVIA ROEMERIANA 'CEDAR' SAGE
	TEXAS NATIVE GRASS MIX 'BLACKLAND PRAIRIE MIX'
MATERIALS	
	SHREDDED BARK MULCH 'FINE SHREDDED'

1 LANDSCAPE MULCH,
SEE DETAIL 1, SHEET L9



PARKS @ PF
PHASE 1
CONSTRUCTION DOCUMENTS
CITY OF BURLESON, TEXAS



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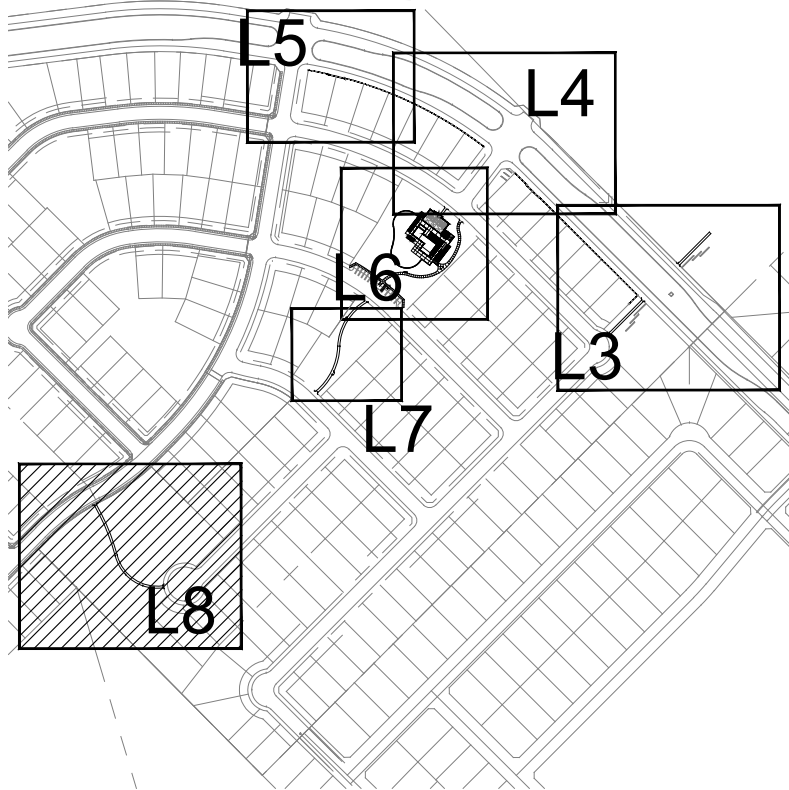
SHEET TITLE:
**LANDSCAPE
PLAN**

SHEET NUMBER:

L7.0
SHEET 19 OF 31



KEY MAP:



Plant Schedule

SYMBOL	BOTANICAL/Common NAME
TREES	
	TAXODIUM DISTICHUM 'BALD' CYPRESS
	GLEDITSIA TRIACANTHOS THORNLESS HONEYLOCUST
	CHILOPSIS LINEARIS DESERT WILLOW
	QUERCUS VIRGINIANA 'LIVE' OAK
	QUERCUS TEXANA 'TEXAS RED' OAK
	FRAXINUS PENNSYLVANICA GREEN ASH
	CERCIS CANADENSIS VAR. TEXENSIS 'TEXAS REDBUD'
	QUERCUS MACROCARPA BUR OAK
SHRUBS	
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	SPIRAEA X BUMALDA 'GOLD MOUND' 'SPIRAEA' 'GOLD MOUND'
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	BUXUS MICROPHYLLA JAPONICA 'WINTER GEM' KOREAN BOXWOOD 'WINTER GEM'
ACCENTS	
	HESPERALOE NOCTURNA 'NIGHT BLOOMING' HESPERALOE
ORNAMENTAL GRASSES	
	CAREX TUMICOLA 'BERKELEY' SEDGE
	PANICUM VIRGATUM 'DALLAS BLUE' 'DALLAS BLUE' SWITCHGRASS
	MISCANTHUS 'PUPURASCENS' 'AUTUMN FLAME' GRASS
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GROUNDCOVERS	
	CYNODON DACTYLON BERMUDA GRASS
	SALVIA X INDIGO SPIRES 'INDIGO SPIRES' SALVIA
	SALVIA ROEMERIANA 'CEDAR' SAGE
	TEXAS NATIVE GRASS MIX 'BLACKLAND PRAIRIE MIX'
MATERIALS	
	SHREDDED BARK MULCH 'FINE SHREDDED'

1 LANDSCAPE MULCH, SEE DETAIL 1, SHEET L9



PARKS @ PF
PHASE 1
CONSTRUCTION DOCUMENTS
CITY OF BURLESON, TEXAS



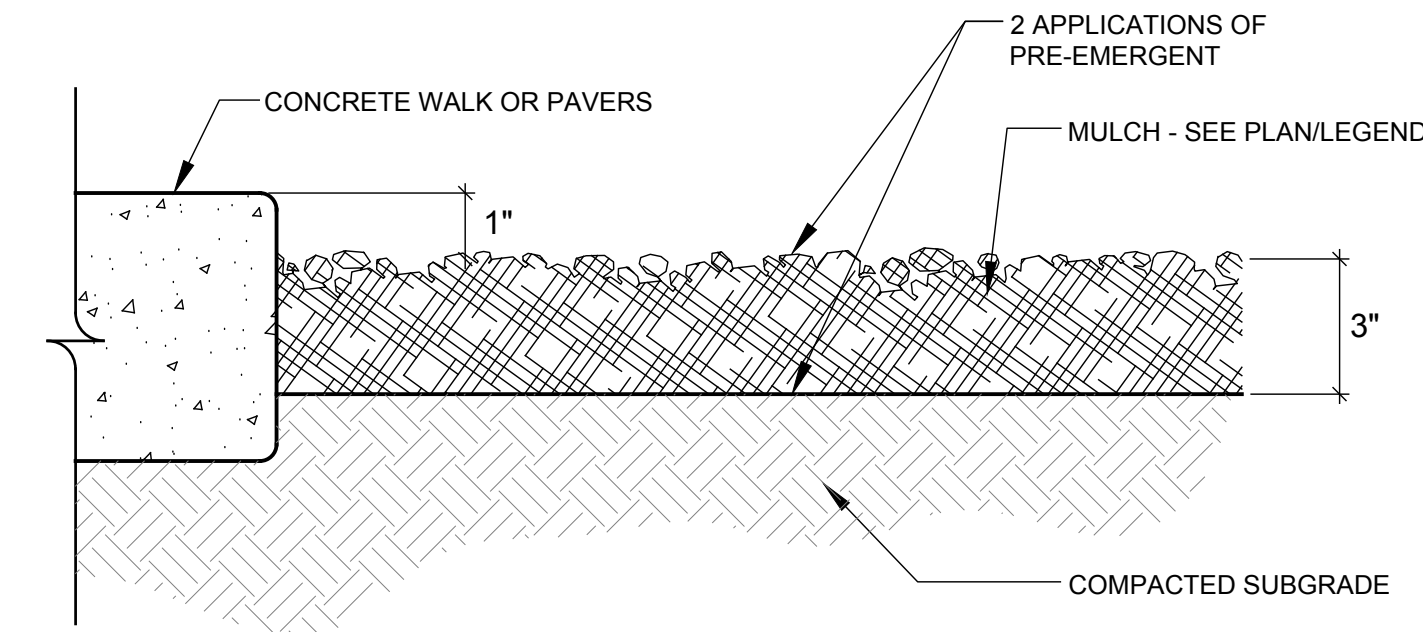
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REVISIONS:	

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LANDSCAPE PLAN

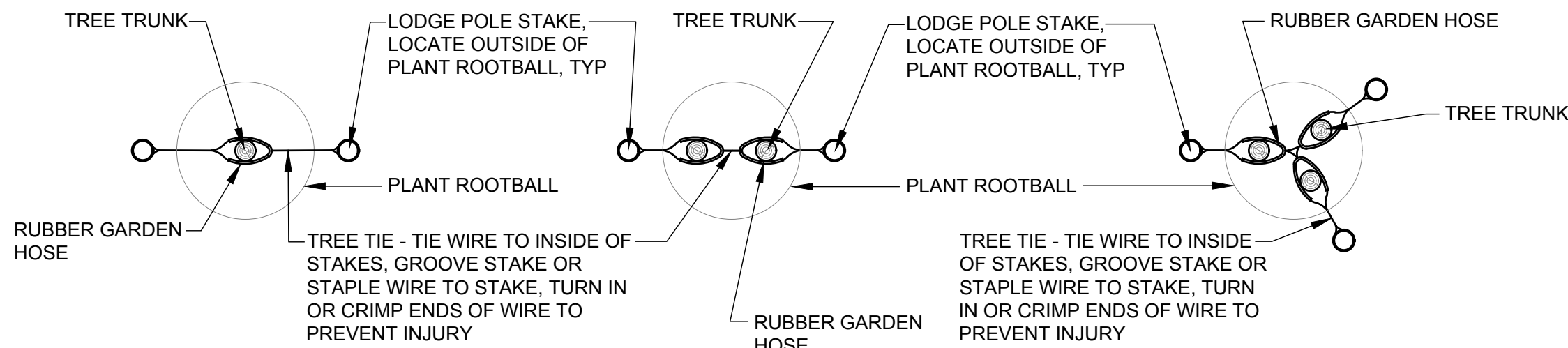
SHEET NUMBER:

L8.0
SHEET 20 OF 31



- NOTES:
1. SUBMIT MATERIAL TO LANDSCAPE ARCHITECT FOR APPROVALS.
 2. PRE-EMERGENT SHALL BE APPLIED TO FINISH GRADE BEFORE INSTALLATION OF MULCH.
 3. FINAL APPLICATION OF PRE-EMERGENT SHALL BE APPLIED TO FINISH GRADE AFTER INSTALLATION OF MULCH IS RAKED SMOOTH AND UNIFORM.

1 LANDSCAPE MULCH



TREE STAKING PLAN - STANDARD

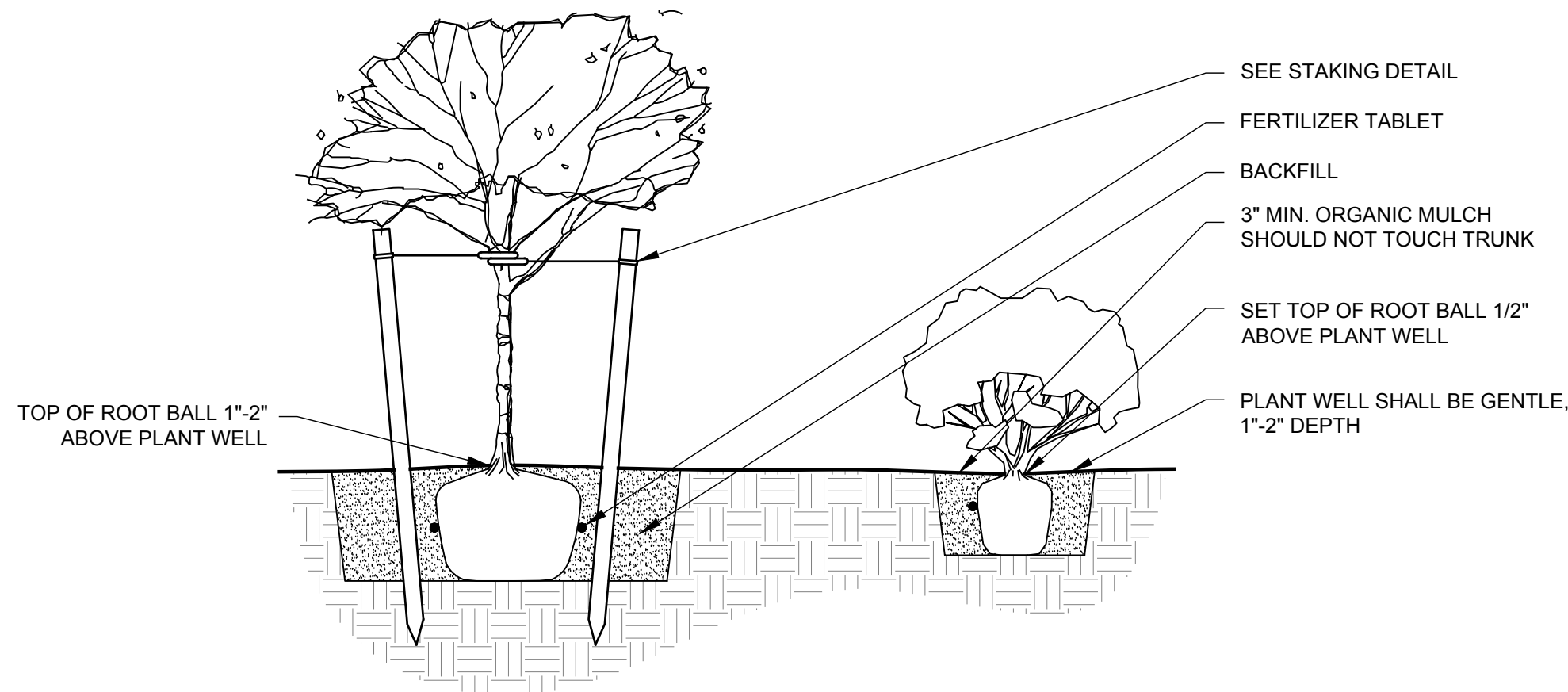
TREE STAKING PLAN - MULTIPLE

TREE STAKING PLAN - MULTIPLE

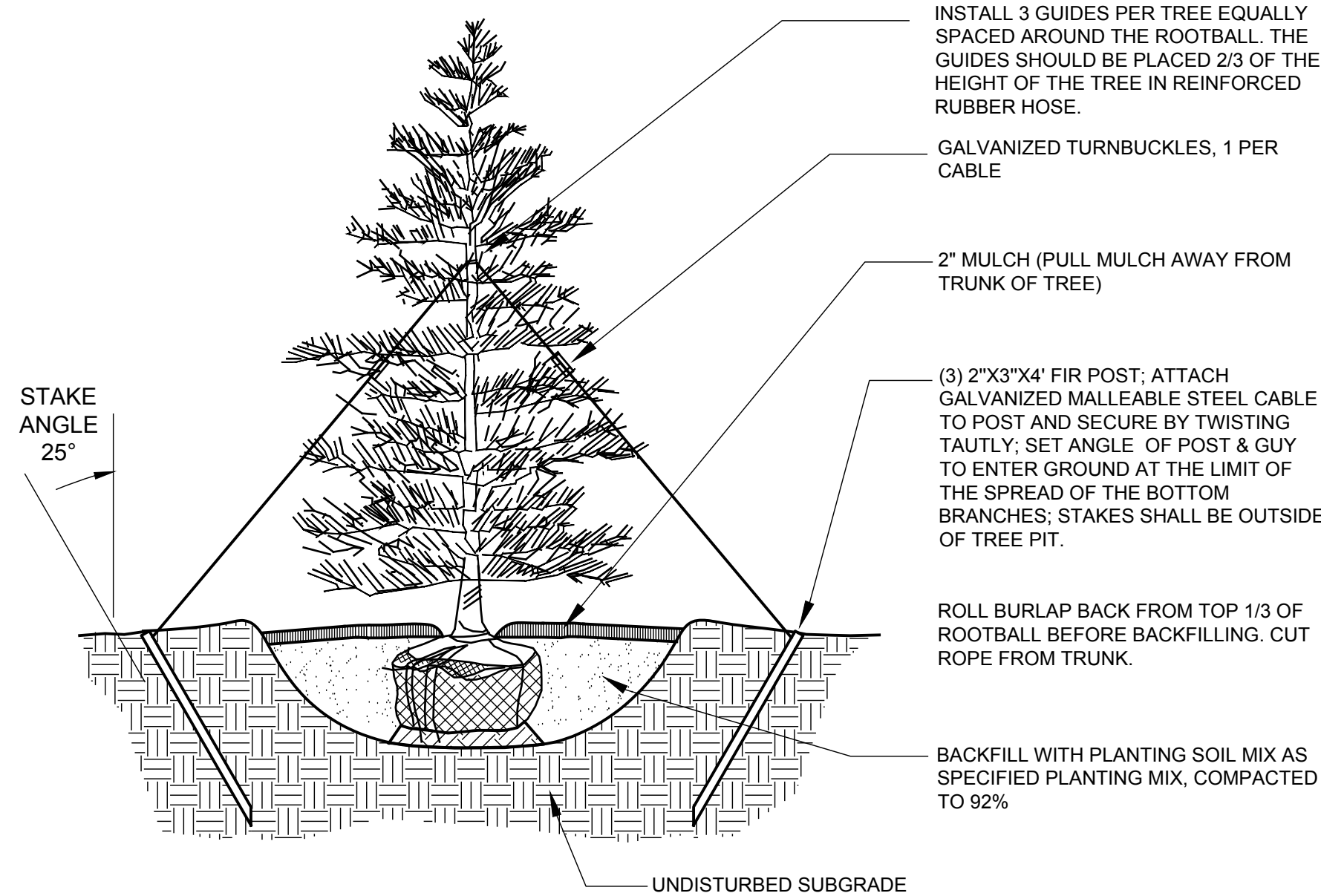
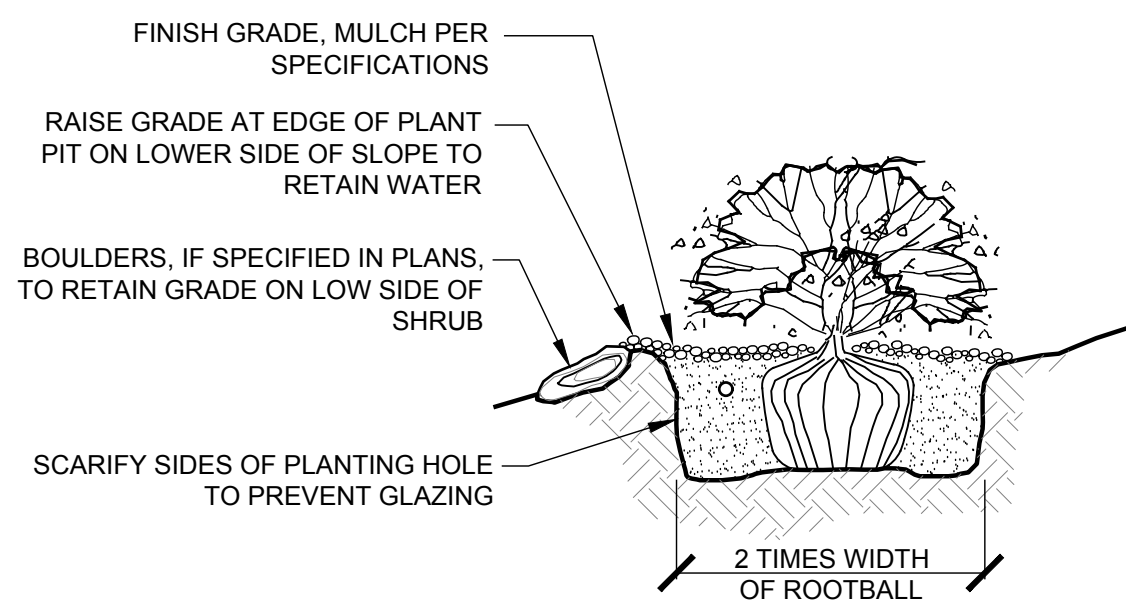
2 TREE STAKING DETAIL

note: only provide staking if conditions require it

- BACKFILL:
- ONE PART MULCH TO THREE PARTS NATIVE SOIL.
- PLANTING PIT SIZES:
- 1 GAL. OR 5 GAL. - 2X WIDTH OF ROOT BALL, DEPTH = ROOT BALL + 6"
 - 15 GAL. OR LARGER - 3X WIDTH OF ROOT BALL, DEPTH = ROOT BALL + 12"
- FERTILIZER TABLETS (21 GRAM AGRIFORM TABLETS)
- 1 PER 1 GAL., 3 PER 5 GAL., 5 PER 15 GAL., 1 PER 3" OF BOX SIZE (24" BOX OR LARGER)

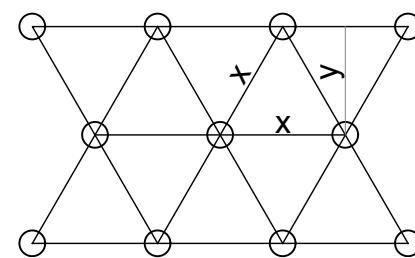


3 TREE AND SHRUB PLANTING DETAIL



5 EVERGREEN TREE PLANTING AND STAKING

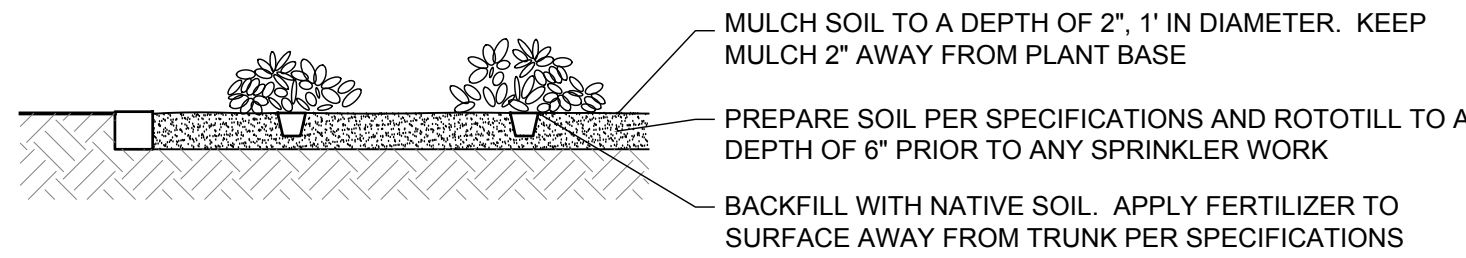
note: only provide staking if conditions require it



NOTE:
ALL GROUNDCOVERS TO BE PLANTED ON CENTER (SEE PLANT LEGEND) IN A TRIANGULAR PATTERN.

PLANT SPACING

SPACING (x)	ROW (y)	AREA PER PLANT
3 FT. O.C.	2.60 FT.	7.80 FT ²
4 FT. O.C.	3.46 FT.	13.84 FT ²



6 PERENNIAL/GROUNDCOVER PLANTING DETAIL

Plant Schedule

QUANTITY	SYMBOL	BOTANICAL/COMMON NAME	SIZE	SIZE
TREES				
3		TAXODIUM DISTICHUM 'BALD' CYPRESS	3" CAL.	SINGLE TRUNK
24		PISTACHIA CHINENSIS CHINESE PISTACHE	3" CAL.	SINGLE TRUNK
9		CHILOPSIS LINEARIS DESERT WILLOW	3" CAL.	MULTI-TRUNK
2		QUERCUS VIRGINIANA 'LIVE OAK'	3" CAL.	SINGLE TRUNK
10		QUERCUS TEXANA 'TEXAS RED' OAK	3" CAL.	SINGLE TRUNK
35		ULMUS CRASSIFOLIA CEDAR ELM	3" CAL.	SINGLE TRUNK
15		CERCIS CANADENSIS VAR. TEXENSIS 'TEXAS' REDBUD	3" CAL.	SINGLE TRUNK
8		QUERCUS MACROCARPA BUR OAK	3" CAL.	SINGLE TRUNK
SHRUBS				
58		RHUS AROMATICA 'GRO-LOW' 'GRO-LOW AROMATIC' SUMAC	3 GAL.	FULL BRANCH PATTERN
12		SPIRAEA X BUMALDA 'GOLD MOUND' SPIRAEA 'GOLD MOUND'	3 GAL.	FULL BRANCH PATTERN
85		LEUCOPHYLLUM CANDIDUM 'THUNDER CLOUD' TEXAS SAGE 'THUNDER CLOUD'	3 GAL.	FULL BRANCH PATTERN
42		BUXUS MICROPHYLLA 'JAPONICA' 'WINTER GEM' KOREAN BOXWOOD 'WINTER GEM'	3 GAL.	FULL BRANCH PATTERN
ACCENTS				
3		HESPERALOE NOCTURNA 'NIGHT BLOOMING' HERPERALOE	3 GAL.	
ORNAMENTAL GRASSES				
314		CAREX TUMUCICOLA 'BERKELEY' SEDGE	1 GAL.	
4		PANICUM VIRGATUM 'DALLAS BLUE' 'DALLAS BLUE' SWITCHGRASS	3 GAL.	
85		MISCANTHUS PURPUREUS 'AUTUMN FLAME' GRASS	3 GAL.	
74		PENNISETUM SETACEUM RUBRUM 'PURPLE' FOUNTAIN GRASS	3 GAL.	
GROUNDCOVERS				
77,220 SF.		CYNODON DACTYLON BERMUDA GRASS	SEED	REFER TO LANDSCAPE DETAILS
81		SALVIA X 'INDIGO SPIRES' 'INDIGO SPIRES' SALVIA	1 GAL.	REFER TO LANDSCAPE DETAILS
45		SALVIA ROEMERIANA 'CEDAR' SAGE	1 GAL.	REFER TO LANDSCAPE DETAILS
147,748 SF.		TEXAS NATIVE GRASS MIX 'BLACKLAND PRAIRIE MIX'	SEED	SEE NOTE 22 LANDSCAPE NOTES
MATERIALS				
134 CY		SHREDDED BARK MULCH 'FINE SHREDDED'	SHREDDED, 2" DEPTH	



PARKS @ PF

PHASE 1

CONSTRUCTION DOCUMENTS

CITY OF BURLESON, TEXAS



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IRVING, TX 75038

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SHEET TITLE:

LANDSCAPE DETAILS

SHEET NUMBER:

L9.0

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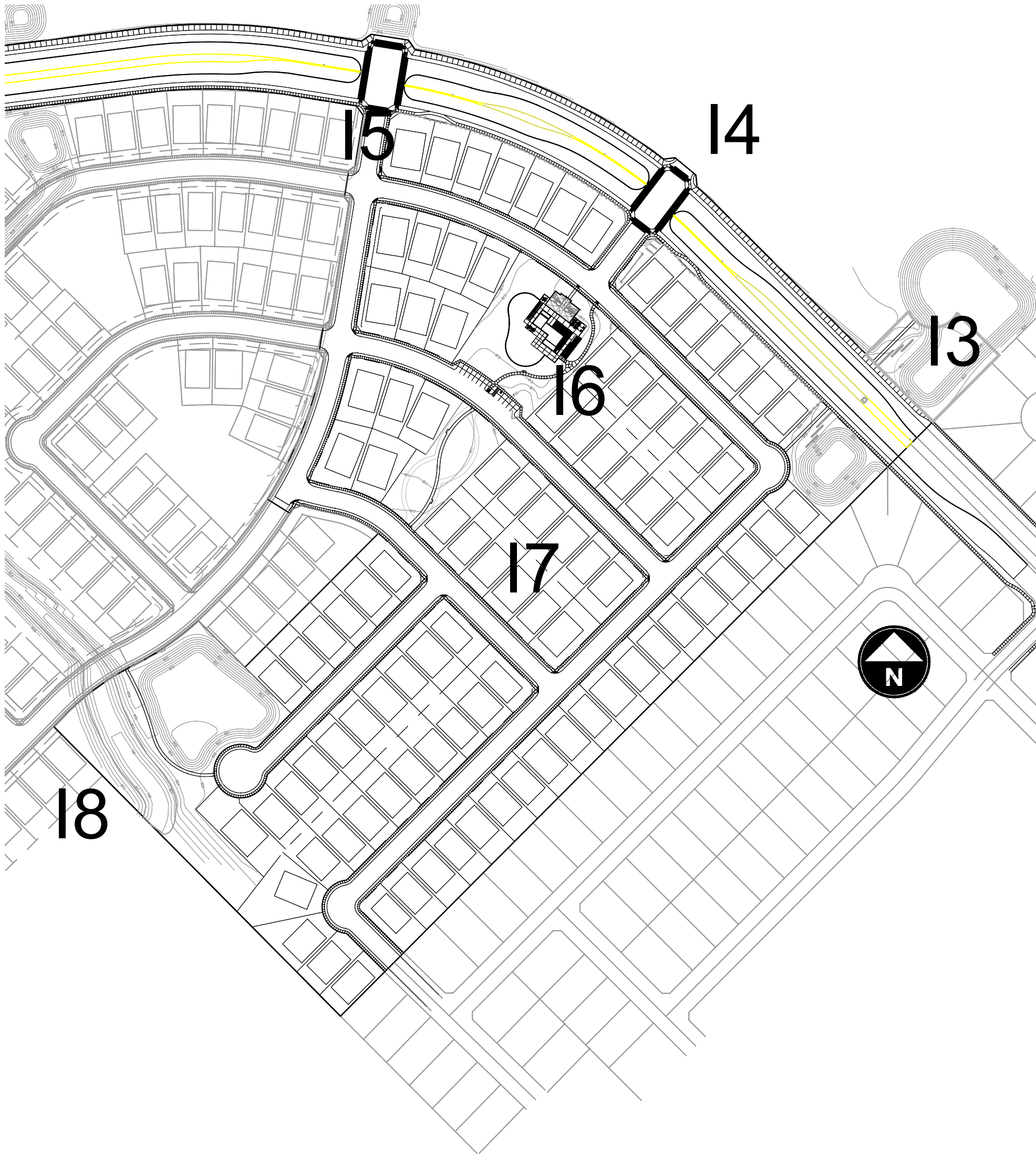
IRRIGATION SCHEDULE - HOA MAINTAINED AREAS				
SYMBOL	MANUFACTURER	MODEL NUMBER	DESCRIPTION	DETAIL NUMBER
☉ ☉ ○	HUNTER	PRO5-04-PRS30 WITH PRO SPRAY 8 FEET NOZZLES	POP-UP SPRAY HEAD	13
① ② ③	HUNTER	PRO5-04-PRS40-CV WITH MP ROTATOR 3000 SERIES NOZZLES	POP-UP SPRAY HEAD	13
☉ ☉ ☉	HUNTER	PRO5-04-PRS40-CV WITH MP ROTATOR CORNER AND SIDE STRIP NOZZLES	POP-UP SPRAY HEAD	13
▲	HUNTER	PRO5-04-PRS30 WITH MSBN-50Q NOZZLE	TREE / SHRUB BUBBLER	12
⊕	RAINBIRD	PEB	ELECTRIC CONTROL VALVE	12
⊕	RAINBIRD	XCZ-075-PRF or XCZ-100-PRF	DRIP VALVE ASSEMBLY	12
▽	RAINBIRD	44-LRC	QUICK COUPLING VALVE	7
A B C D	HUNTER	I-CORE-M - (STATION # AS REQUIRED) w/ PED-SS (STAINLESS STEEL PEDESTAL)	ELECTRIC CONTROLLER	1
N/S	GUARDSHACK	GS-5	BACKFLOW PREVENTER ENCLOSURE	2
◇	HUNTER	SOLAR SYNC - WSS-SEN	WEATHER SENSOR DEVICE	4
▧	FEBCO	825YA	RP BACKFLOW PREVENTER	3
F	FEBCO	FEBCO 650A (SIZE PER LINE)	WYE STRAINER	3
N/S	OLD CASTLE	REFER TO SPECIFICATIONS AND DETAILS	VALVE BOXES	VARIOUS
N/S	MATCO	201X	MANUAL DRAIN VALVE	5
✂		LINE SIZE - 2 1/2" AND SMALLER	GATE VALVE	6
FS	DATA INDUSTRIAL	IR220P - 1"	MASTER CONTROL VALVE	10
⊙	RAINBIRD	PESB	FLOW SENSOR	11
---		CLASS 200 BE	PVC MAINLINE	8
---		TYPE K COPPER	HARD COPPER PIPE	3
---		CLASS 200 BE (1" & LARGER)	PVC LATERAL	8
---		CLASS 160	PVC SLEEVING	9
~~~~~	TORO	BLUE STRIPE	POLY DRIP TUBING - 3/4" MIN. WIDTH	1000-14, 6 / 11.9
N/S		XERI-BUG	DRIP EMITTERS	16
▶	RAINBIRD		DRIP LINE BLOW-OUT STUB	17
M			WATER METER	PER CITY WATER REQUIREMENTS
P		MODEL NUMBER TO BE DETERMINED	BOOSTER PUMP	IF REQUIRED
3 A (controller) NUMBER OF SPARE WIRES - 2 CONTROL AND 1 SPARE WIRES TO WHICH CONTROLLER - SEE CONSTRUCTION NOTES				
CONTROLLER & STATION NO. CONTROL VALVE SIZE				

IRRIGATION CONSTRUCTION NOTES:

- DRAWINGS AND BASE INFORMATION: ALL BASE INFORMATION HAS BEEN PROVIDED BY GOODWIN MARSHALL INC., CIVIL ENGINEERS (GM). THE CONTRACTOR IS RESPONSIBLE TO NOTIFY GM OF ANY DISCREPANCIES BETWEEN THE UTILITY OR PLANTING PLANS AND THE IRRIGATION PLAN. IF CONTRACTOR FAILS TO NOTIFY GM AND MAKES CHANGES TO THE IRRIGATION SYSTEM DESIGN, HE/SHE ASSUMES ALL COSTS AND LIABILITIES ASSOCIATED WITH THOSE FIELD CHANGES. REFER TO SPECIFICATIONS FOR ADDITIONAL PROJECT REQUIREMENTS.
- SYSTEM PRESSURE: GM HAS CONTACTED THE LOCATE WATER DISTRICT THAT SERVES THE SITE, AND THEY HAVE BEEN TOLD THAT THE STATIC WATER PRESSURE IN THIS AREA SHOULD BE (TO BE DETERMINED) PSI. THE CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY PRESSURE PRIOR TO COMMENCING ANY CONSTRUCTION AND NOTIFY GM OF ANY VARIANCE FROM THE STATED PRESSURE IMMEDIATELY. WRITTEN DOCUMENTATION OF PRESSURE TEST RESULTS SHALL BE PROVIDED TO GM AT CONSTRUCTION ONSET. IF CONTRACTOR FAILS TO FIELD VERIFY AND/OR NOTIFY GM OF ANY VARIATIONS FROM THIS PRESSURE, THEN HE/SHE ASSUMES ALL CONSTRUCTION AND ENGINEERING COSTS ASSOCIATED WITH SYSTEM MODIFICATIONS REQUIRED TO ACCOMMODATE ACTUAL SITE PRESSURE. THIS SYSTEM HAS BEEN DESIGNED FOR A STATIC PRESSURE OF 85 PSI MINIMUM. SHOULD SUFFICIENT PRESSURE NOT BE AVAILABLE, A BOOSTER PUMP WILL BE REQUIRED.
- IRRIGATION SYSTEM OPERATION INTENT: THIS IRRIGATION SYSTEM HAS BEEN DESIGNED TO IRRIGATE THE ESTABLISHED LANDSCAPE WITHIN A FOUR NIGHT PER WEEK, FIVE HOUR PER NIGHT WATERING WINDOW. ESTABLISHMENT WATERING WILL REQUIRE UP TO TWICE AS MUCH IRRIGATION FOR A FOUR TO SIX WEEK PERIOD. THE DESIGN IS BASED UPON THE FOLLOWING PROJECTED WEEKLY APPLICATION RATES AFTER ESTABLISHMENT. THESE FIGURES ARE BASED ON A 30-YEAR AVERAGE WEATHER DATA AND WILL NEED TO BE ADJUSTED DUE TO SEASONAL CHANGES AND WEATHER CONDITIONS ABOVE AND BELOW THE AVERAGE VALUES UTILIZED.  
BERMUDA GRASS: 1.49" PER WEEK PEAK SEASON  
ORNAMENTAL PLANTINGS 0.54" PER WEEK PEAK SEASON
- EQUIPMENT INSTALLATION: IT IS THE INTENT OF THIS DESIGN THAT ALL IRRIGATION EQUIPMENT BE INSTALLED WITHIN PROPERTY LIMITS AND WITHIN LANDSCAPED AREAS. ANY EQUIPMENT OTHER THAN VALVE BOXES OR SLEEVING THAT CONTAINS PIPE OR WIRES SHOWN OUTSIDE OF THESE LIMITS IS SHOWN IN THAT LOCATION FOR GRAPHICAL CLARITY ONLY. ALL VALVE BOXES SHALL BE INSTALLED A MIN. OF 2'-0" FROM EDGE OF ANY PAVED SURFACES UNLESS INDICATED ON THE PLANS. ALL VALVE BOXES SHALL BE PLACED A MINIMUM OF 3'-0" FROM THE CENTERLINE OF ANY DRAINAGE SWALE. ALL VALVE BOXES WITHIN PAVEMENT SHALL BE TIER 15 RATED BOXES FOR HEAVY DUTY NON-DELIBERATE TRAFFIC. BOX LID COLOR SHALL MATCH ADJACENT MATERIALS, I.E. GREEN IN TURF, TAN IN WOOD MULCH, GRAY IN STONE MULCH, PURPLE FOR RECLAIMED WATER SYSTEMS (IF REQ.). REFER TO LANDSCAPE PLANS FOR MATERIAL COLORS AND TYPES. ALL BOXES SHALL BE INSTALLED TO BE FLUSH WITH GRADE AND IN AN ORDERLY MANNER.
- MANUAL DRAIN VALVES: CONTRACTOR TO INSTALL ONE MANUAL DRAIN ON PRESSURE SUPPLY LINE DIRECTLY DOWNSTREAM OF BACKFLOW PREVENTER AND AT ALL LOW POINT AND DEAD ENDS OF PRESSURE SUPPLY PIPING TO INSURE COMPLETE DRAINAGE OF SYSTEM. CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THESE LOCATION IN-FIELD AND INSTALLATION LOCATIONS SHALL BE NOTED ON AS-BUILTS.
- POP-UP SPRAY NOZZLES: CONTRACTOR TO INSTALL PLASTIC NOZZLES ON ALL POP-UP SPRAY HEADS. INSTALL 15 SERIES NOZZLES ON ALL HEADS SPACED AT 12' TO 14'. INSTALL 12 SERIES NOZZLES ON ALL HEADS SPACED 10' TO 11'. INSTALL 10 SERIES NOZZLES ON ALL HEADS SPACED AT 8' TO 9'. INSTALL 8 SERIES NOZZLES ON ALL HEADS SPACED 6' TO 7'. INSTALL 5' NOZZLES ON ALL HEADS SPACED AT 5'. INSTALL SIDE STRIP NOZZLES ON ALL HEADS WITH AN 'L' OR 'R' DESIGNATION. VARIABLE ARC NOZZLES SHOULD BE UTILIZED ADJACENT TO CURVILINEAR SHRUB BEDS OR FOR ANY ANGLES THAT ARE NOT A STANDARD NOZZLE ANGLE.
- DRIP IRRIGATION: REFER TO IRRIGATION DETAIL SHEET FOR DRIP EMITTER QUANTITIES AND PLACEMENT.
- UNLABELED PIPING: ALL UNLABELED PIPING SHALL BE 1" MINIMUM UNLESS OTHERWISE NOTED.
- SLEEVING: ALL SLEEVING UNDER PAVED SURFACES SHOWN ON PLANS BY CONTRACTOR UNLESS OTHERWISE NOTED. SLEEVING SHALL BE INSTALLED IN THE SIZES AND QUANTITIES SHOWN, BUT NOT LABELED. FOLLOW THE SCHEDULE BELOW. ALL MAINLINE, CONTROL WIRES AND DRIP LINES UNDER PAVED SURFACES ARE TO BE INSTALLED IN SLEEVING. ALL MAINLINE SLEEVE LOCATIONS TO INCLUDE SEPARATE WIRE SLEEVE.

SLEEVED PIPE SIZE/WIRE QUANTITY	REQ. SLEEVE SIZE & (QUANTITY)
3/4" - 1 1/4" PIPING	2" PVC (1)
1 1/2" - 2" PIPING	4" PVC (1)
2 1/2" - 3" PIPING	6" PVC (1)
1 - 25 CONTROL WIRES	2" PVC (1)
26 - 50 CONTROL WIRES	3" PVC (1)
- SPARE CONTROL WIRES: CONTRACTOR SHALL EXTEND THREE WIRES (ONE COMMON AND 2 CONTROL WIRES) FROM EACH CONTROLLER TO THE END OF THE MAINLINE SERVING THAT CONTROLLER OR AS SHOWN ON THE PLANS. INSTALL SPARE WIRES IN 10" ROUND VALVE BOX WITH QUICK COUPLING VALVE. REFER TO SPECIFICATIONS FOR WIRE COLOR. SEE IRRIGATION SCHEDULE FOR ADDITIONAL INFORMATION.
- ADJUSTMENT: CONTRACTOR SHALL FINE TUNE / ADJUST THE IRRIGATION SYSTEM TO REDUCE / AVOID OVERSPRAY ONTO HARD SURFACES BY ADJUSTING NOZZLE DIRECTION AND NOZZLE RADIUS.
- PLANS AND SPECIFICATIONS: CONTRACTOR RESPONSIBLE TO ENSURE WORK CONFORMS TO PLANS AND SPECIFICATIONS. AT ONSET OF CONSTRUCTION, VERIFY PLANS ARE CURRENT. WHERE REQUIRED BY THE CITY, CONTRACTOR SHALL CONSTRUCT ONLY OFF CITY APPROVED STAMPED PLANS AND CONSISTENTLY WITH CITY SPECIFICATIONS. REVISIONS TO CITY STAMPED PLANS SHALL CONFORM TO CITY FIELD CHANGE PROCEDURES AND DOCUMENTATION.
- SIMULTANEOUS ZONE OPERATION: THIS IRRIGATION SYSTEM HAS BEEN DESIGNED TO OPERATE MULTIPLE ZONES SIMULTANEOUSLY BASED ON INDIVIDUAL ZONE FLOW. THE DESIGN IS INTENDED TO OPERATE MULTIPLE VALVES, UP TO THE MAXIMUM FLOW IN THE POINT OF CONNECTION NOTE. REFER TO CONTROLLER SPECIFICATION FOR MAXIMUM SIMULTANEOUS VALVE COUNT.

KEY MAP:



PARKS @ PF  
PHASE 1  
CONSTRUCTION DOCUMENTS  
CITY OF BURLESON, TEXAS



PREPARED FOR:

JC PANCHASARP LP  
4020 N. MACARTHUR BLVD.  
STE 122-258  
IRVING, TX 75038

DATE: JULY 2019

PROJECT: 000.0000.81

DRAWN BY: TK

REVIEW BY: TK

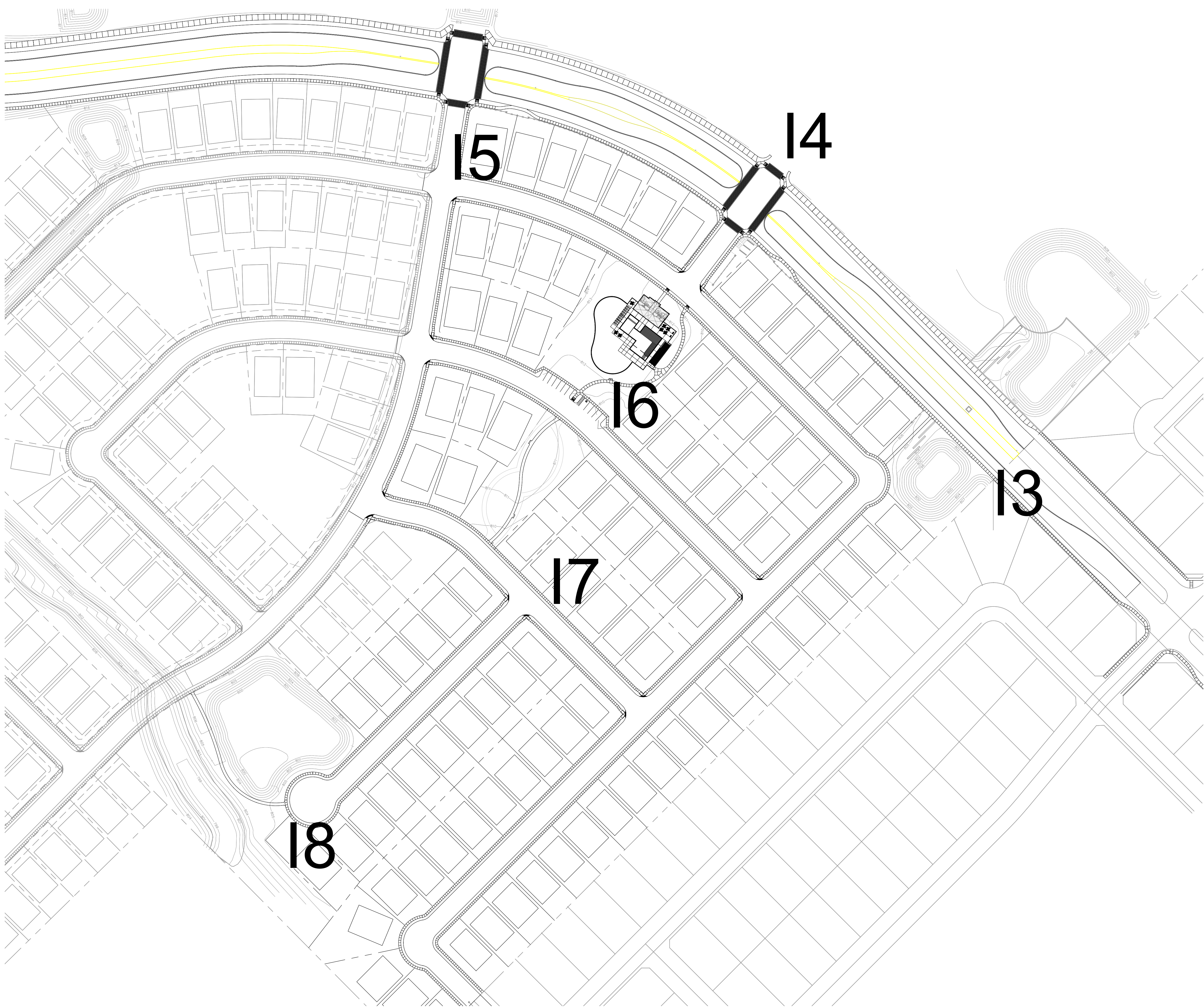
VERSION:

REVISIONS:

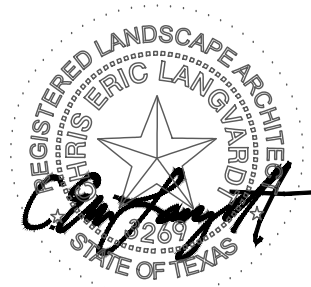
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IRRIGATION COVER  
SHEET

SHEET NUMBER:  
11.0  
SHEET 22 OF 31





**PARKS @ PF**  
**PHASE 1**  
**CONSTRUCTION DOCUMENTS**  
CITY OF BURLESON, TEXAS



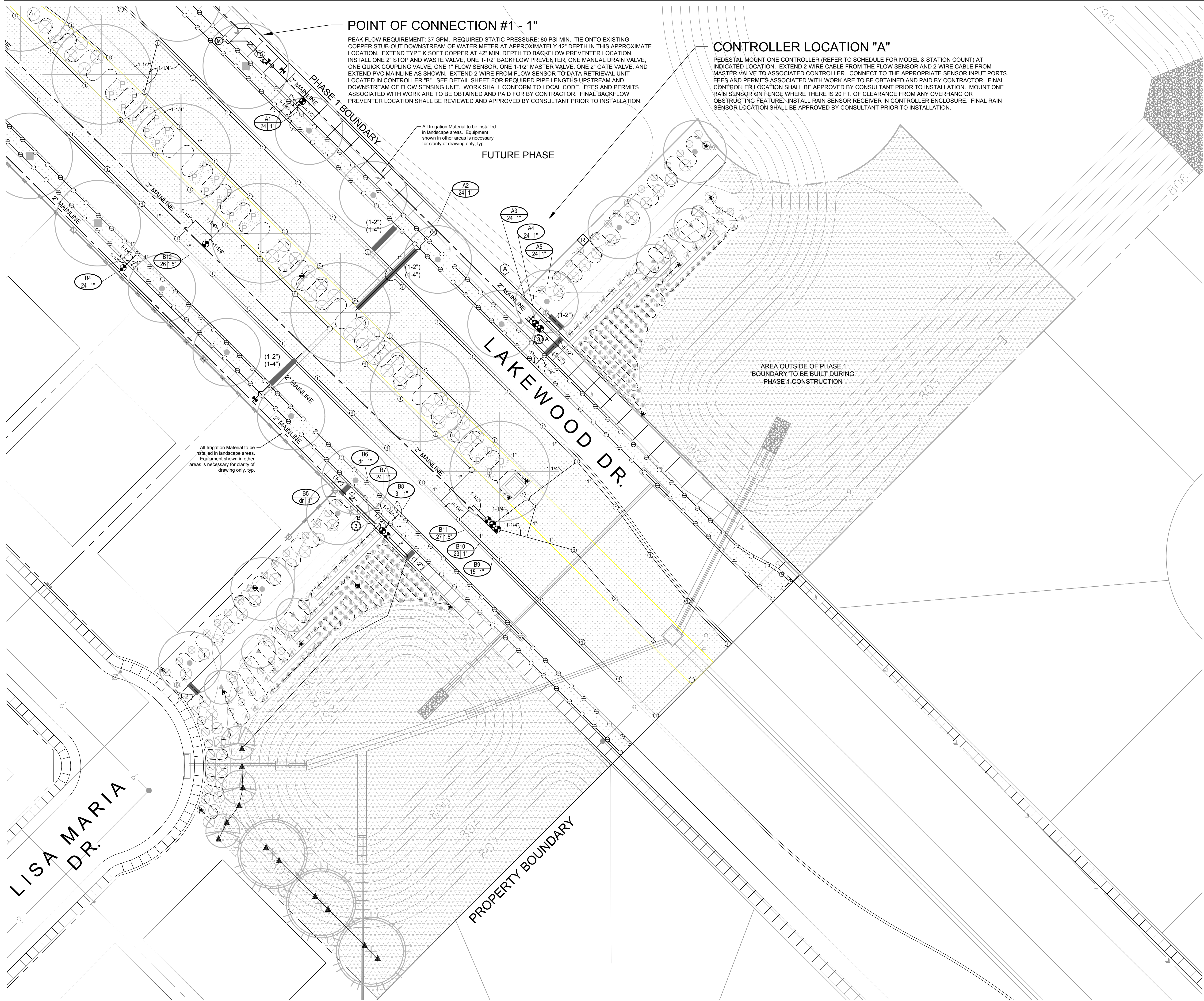
PREPARED FOR:  
JC PANCHASARP LP  
4020 N. MACARTHUR BLVD.  
STE 122-258  
IRVING, TX 75038

DATE:	JULY 2019
PROJECT:	000.0000.81
DRAWN BY:	TK
REVIEW BY:	TK
VERSION:	
REVISIONS:	

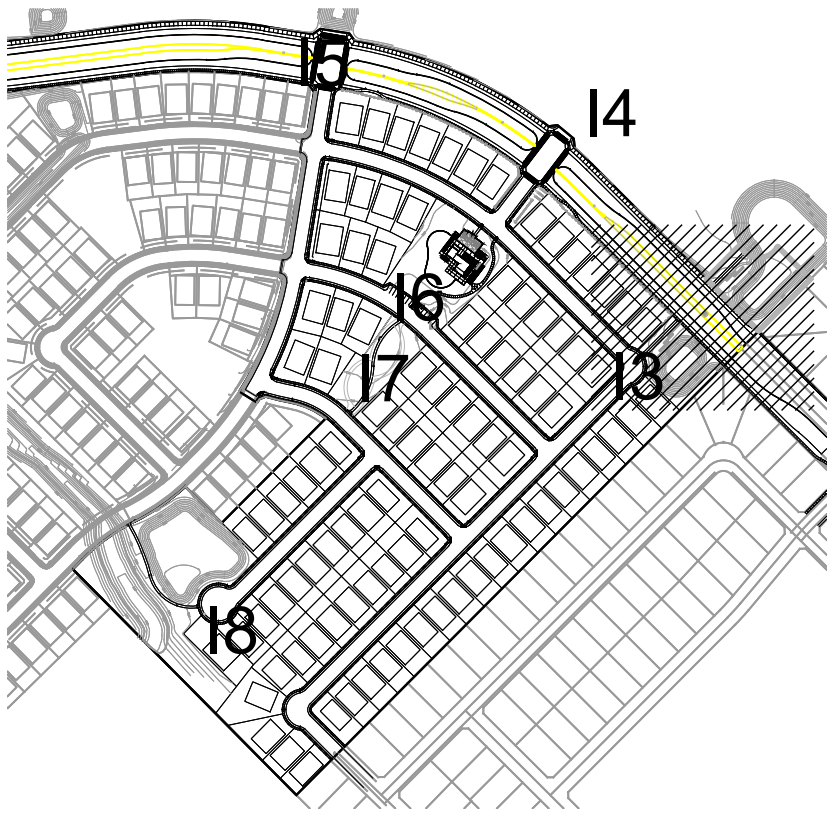
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**OVERALL  
IRRIGATION PLAN**

SHEET NUMBER:  
**12.0**  
SHEET 23 OF 31





KEY MAP:



REFER TO SHEET

- 11.0 IRRIGATION SCHEDULE
- 11.0 IRRIGATION NOTES
- 13.0 - 18.0 IRRIGATION PLANS
- 19.0 - I10.0 IRRIGATION DETAILS

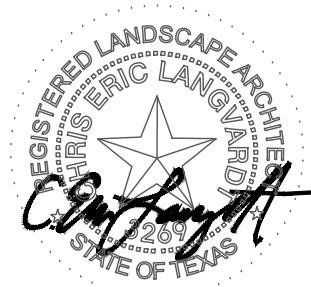


# PARKS @ PF

## PHASE 1

### CONSTRUCTION DOCUMENTS

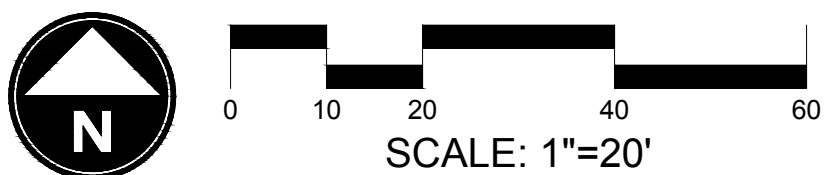
CITY OF BURLESON, TEXAS



PREPARED FOR:  
JC PANCHASARP LP  
4020 N. MACARTHUR BLVD.  
STE 122-258  
IRVING, TX 75038



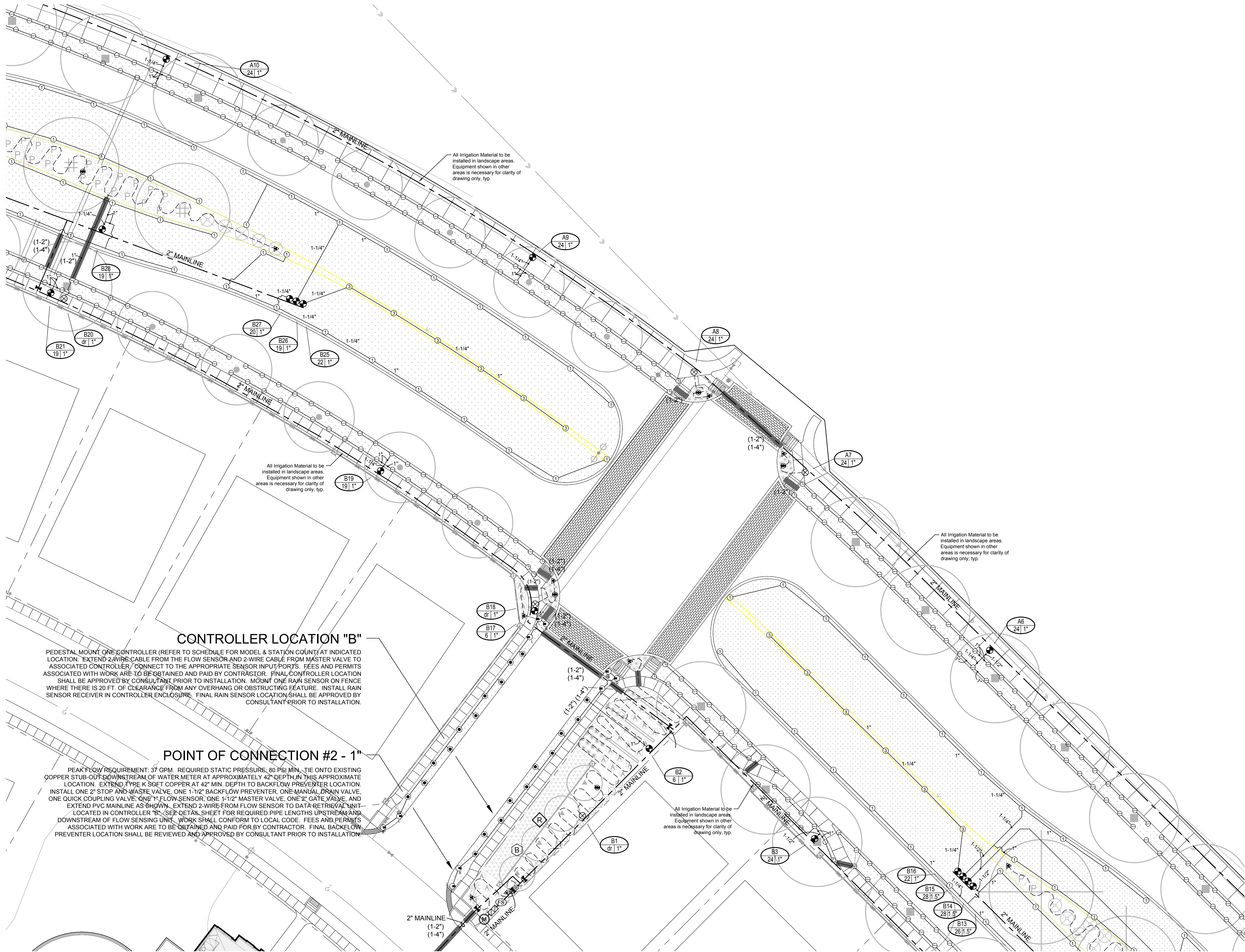
CALL 3 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.



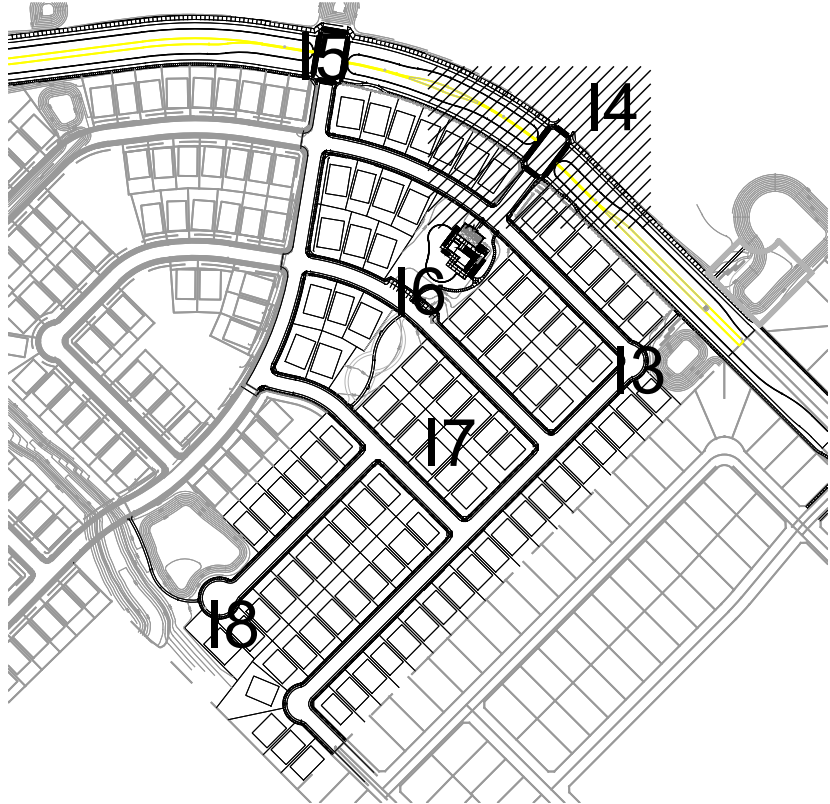
SHEET TITLE:  
IRRIGATION  
PLAN

SHEET NUMBER:  
**13.0**  
SHEET 24 OF 31





KEY MAP:



REFER TO SHEET

- 11.0 IRRIGATION SCHEDULE
- 11.0 IRRIGATION NOTES
- 13.0 - 18.0 IRRIGATION PLANS
- 19.0 - I10.0 IRRIGATION DETAILS

CONTROLLER LOCATION "B"

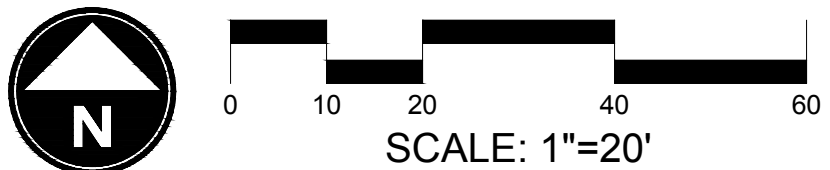
PEDESTAL MOUNT ONE CONTROLLER (REFER TO SCHEDULE FOR MODEL & STATION COUNT) AT INDICATED LOCATION. EXTEND 2-WIRE CABLE FROM THE FLOW SENSOR AND 2-WIRE CABLE FROM MASTER VALVE TO ASSOCIATED CONTROLLER. CONNECT TO THE APPROPRIATE SENSOR INPUT/PORTS. FEES AND PERMITS ASSOCIATED WITH WORK ARE TO BE OBTAINED AND PAID BY CONTRACTOR. FINAL CONTROLLER LOCATION SHALL BE APPROVED BY CONSULTANT PRIOR TO INSTALLATION. MOUNT ONE RAIN SENSOR ON FENCE WHERE THERE IS 20 FT. OF CLEARANCE FROM ANY OVERHANG OR OBSTRUCTING FEATURE. INSTALL RAIN SENSOR RECEIVER IN CONTROLLER ENCLOSURE. FINAL RAIN SENSOR LOCATION SHALL BE APPROVED BY CONSULTANT PRIOR TO INSTALLATION.

POINT OF CONNECTION #2 - 1"

PEAK FLOW REQUIREMENT: 37 GPM. REQUIRED STATIC PRESSURE: 80 PSI MIN. TIE ONTO EXISTING COPPER STUB-OUT/DOWNSTREAM OF WATER METER AT APPROXIMATELY 42" DEPTH IN THIS APPROXIMATE LOCATION. EXTEND TYPE K SOFT COPPER AT 42" MIN. DEPTH TO BACKFLOW PREVENTER LOCATION. INSTALL ONE 2" STOP AND WASTE VALVE, ONE 1-1/2" BACKFLOW PREVENTER, ONE MANUAL DRAIN VALVE, ONE QUICK COUPLING VALVE, ONE 1" FLOW SENSOR, ONE 1-1/2" MASTER VALVE, ONE 2" GATE VALVE, AND EXTEND PVC MAINLINE AS SHOWN. EXTEND 2-WIRE FROM FLOW SENSOR TO DATA RETRIEVAL UNIT LOCATED IN CONTROLLER "B". SEE DETAIL SHEET FOR REQUIRED PIPE LENGTHS UPSTREAM AND DOWNSTREAM OF FLOW SENSING UNIT. WORK SHALL CONFORM TO LOCAL CODE. FEES AND PERMITS ASSOCIATED WITH WORK ARE TO BE OBTAINED AND PAID FOR BY CONTRACTOR. FINAL BACKFLOW PREVENTER LOCATION SHALL BE REVIEWED AND APPROVED BY CONSULTANT PRIOR TO INSTALLATION.



CALL 3 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.



PARKS @ PF  
PHASE 1  
CONSTRUCTION DOCUMENTS  
CITY OF BURLESON, TEXAS



PREPARED FOR:

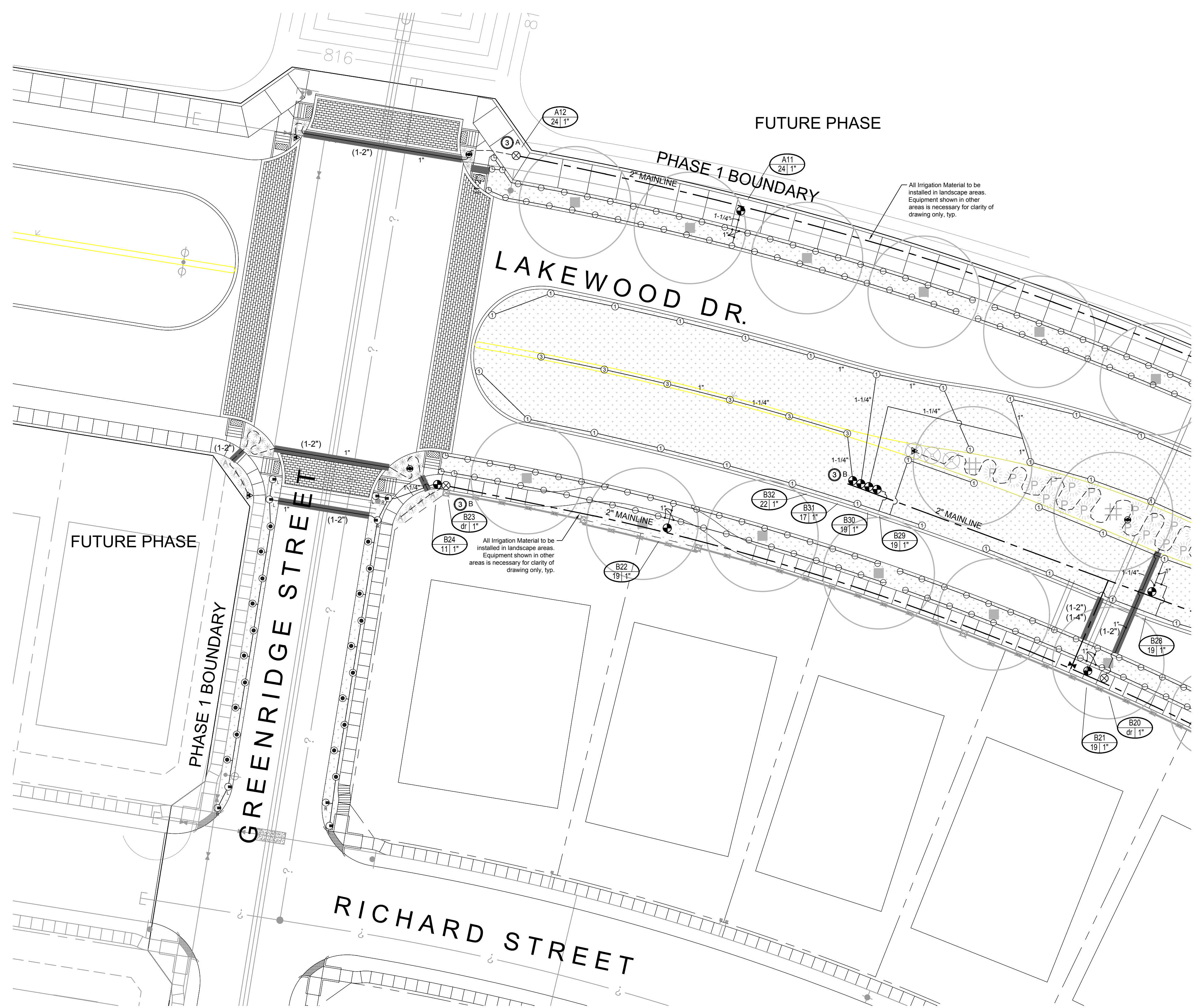
JC PANCHASARP LP  
4020 N. MACARTHUR BLVD.  
STE 122-258  
IRVING, TX 75038

DATE:	JULY 2019
PROJECT:	000.0000.81
DRAWN BY:	TK
REVIEW BY:	TK
VERSION:	
REVISIONS:	

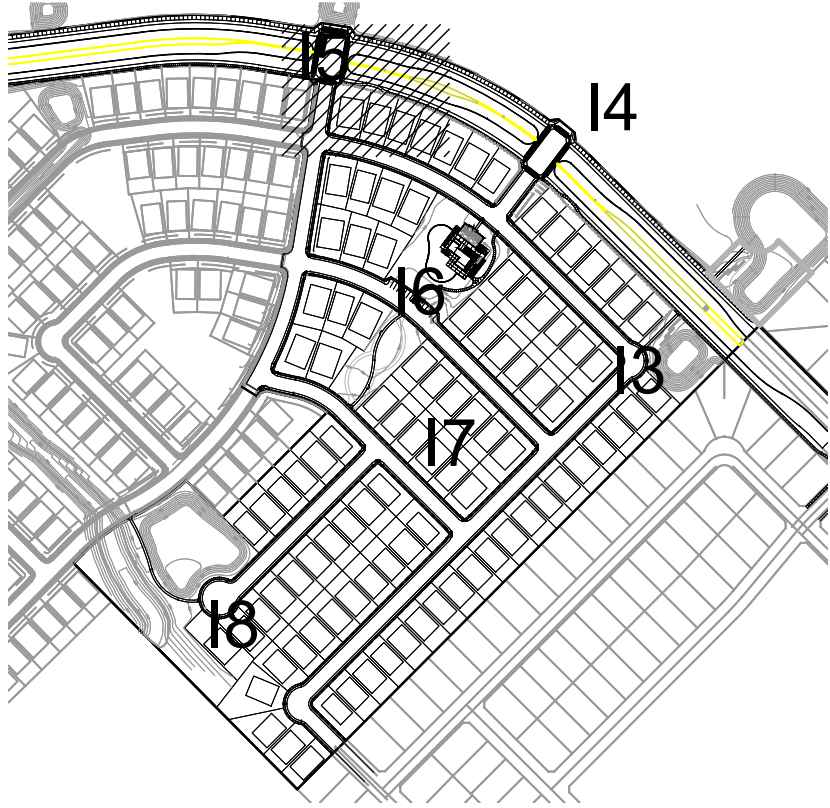
SHEET TITLE:  
IRRIGATION  
PLAN

SHEET NUMBER:  
14.0  
SHEET 25 OF 31





KEY MAP:



REFER TO SHEET

11.0	IRRIGATION SCHEDULE
11.0	IRRIGATION NOTES
13.0 - 18.0	IRRIGATION PLANS
19.0 - I10.0	IRRIGATION DETAILS



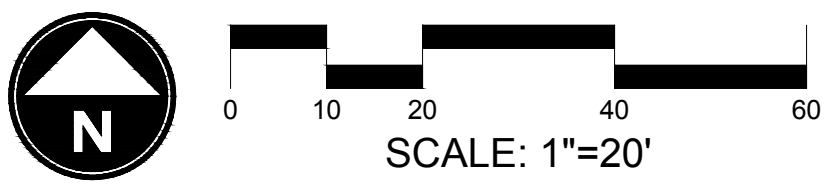
**PARKS @ PF**  
**PHASE 1**  
**CONSTRUCTION DOCUMENTS**  
CITY OF BURLESON, TEXAS



PREPARED FOR:  
JC PANCHASARP LP  
4020 N. MACARTHUR BLVD.  
STE 122-258  
IRVING, TX 75038



CALL 3 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.

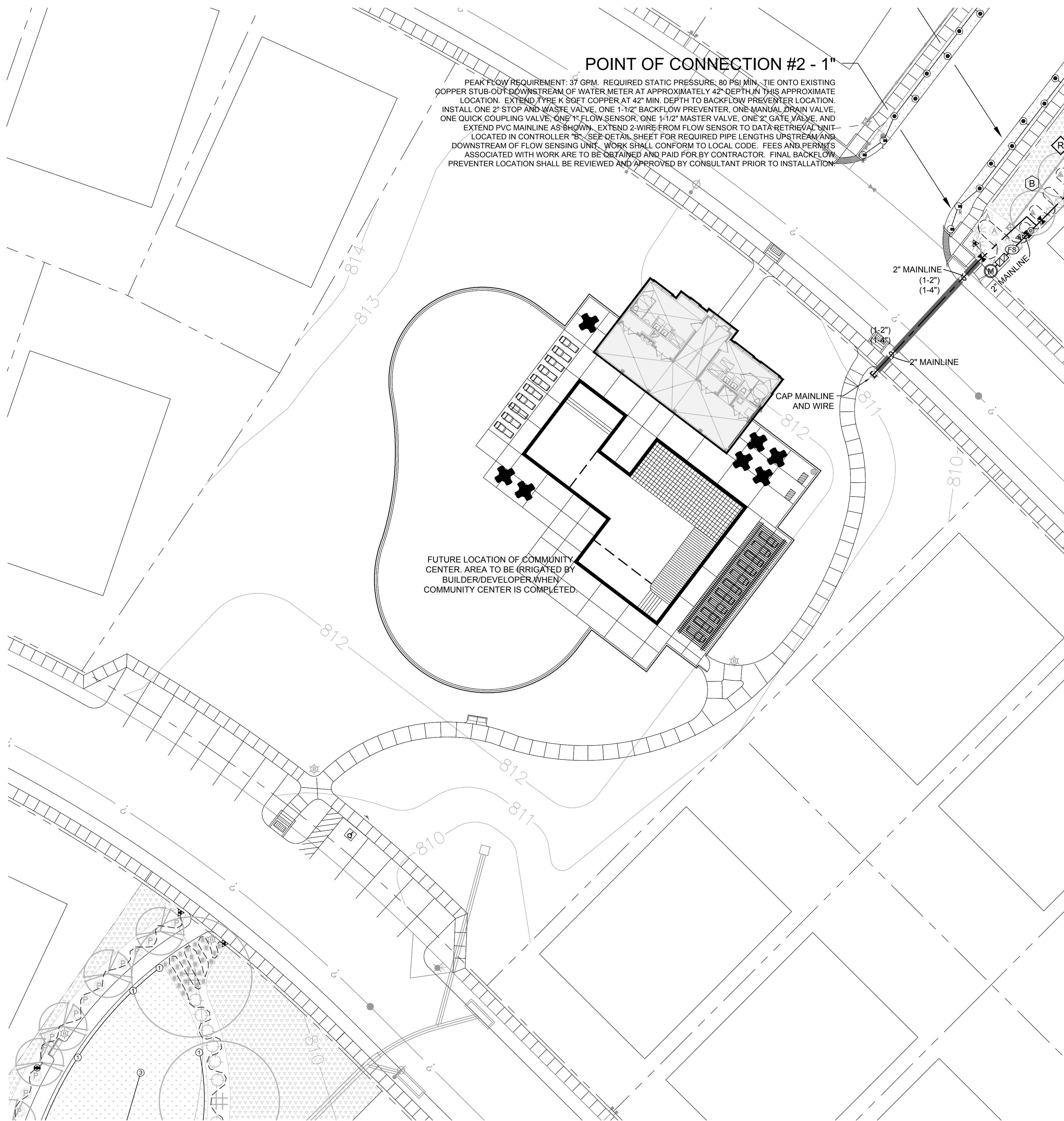


DATE:	JULY 2019
PROJECT:	000.0000.81
DRAWN BY:	TK
REVIEW BY:	TK
VERSION:	
REVISIONS:	

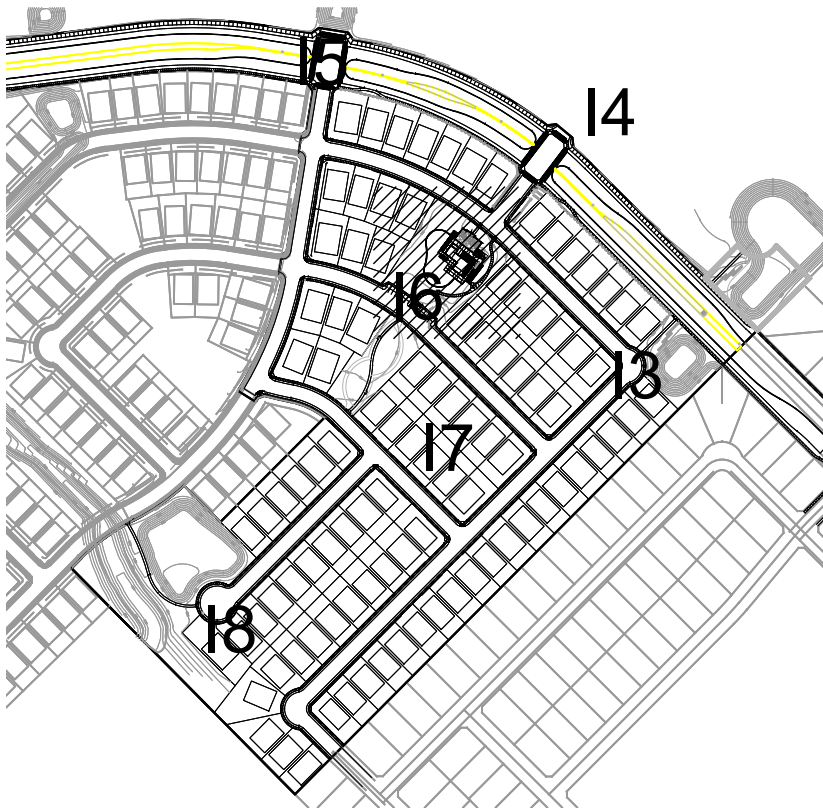
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**IRRIGATION PLAN**

SHEET NUMBER:  
**15.0**  
SHEET 26 OF 31





KEY MAP:

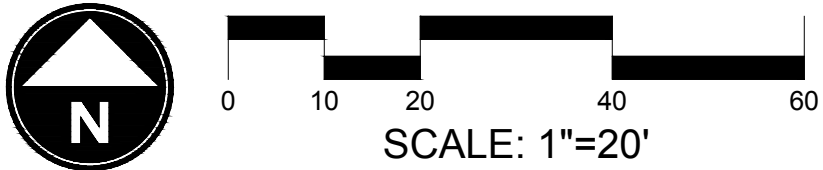


REFER TO SHEET

- 11.0 IRRIGATION SCHEDULE
- 11.0 IRRIGATION NOTES
- 13.0 - 18.0 IRRIGATION PLANS
- 19.0 - I10.0 IRRIGATION DETAILS



CALL 3 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.



PARKS @ PF  
PHASE 1  
CONSTRUCTION DOCUMENTS  
CITY OF BURLESON, TEXAS



PREPARED FOR:

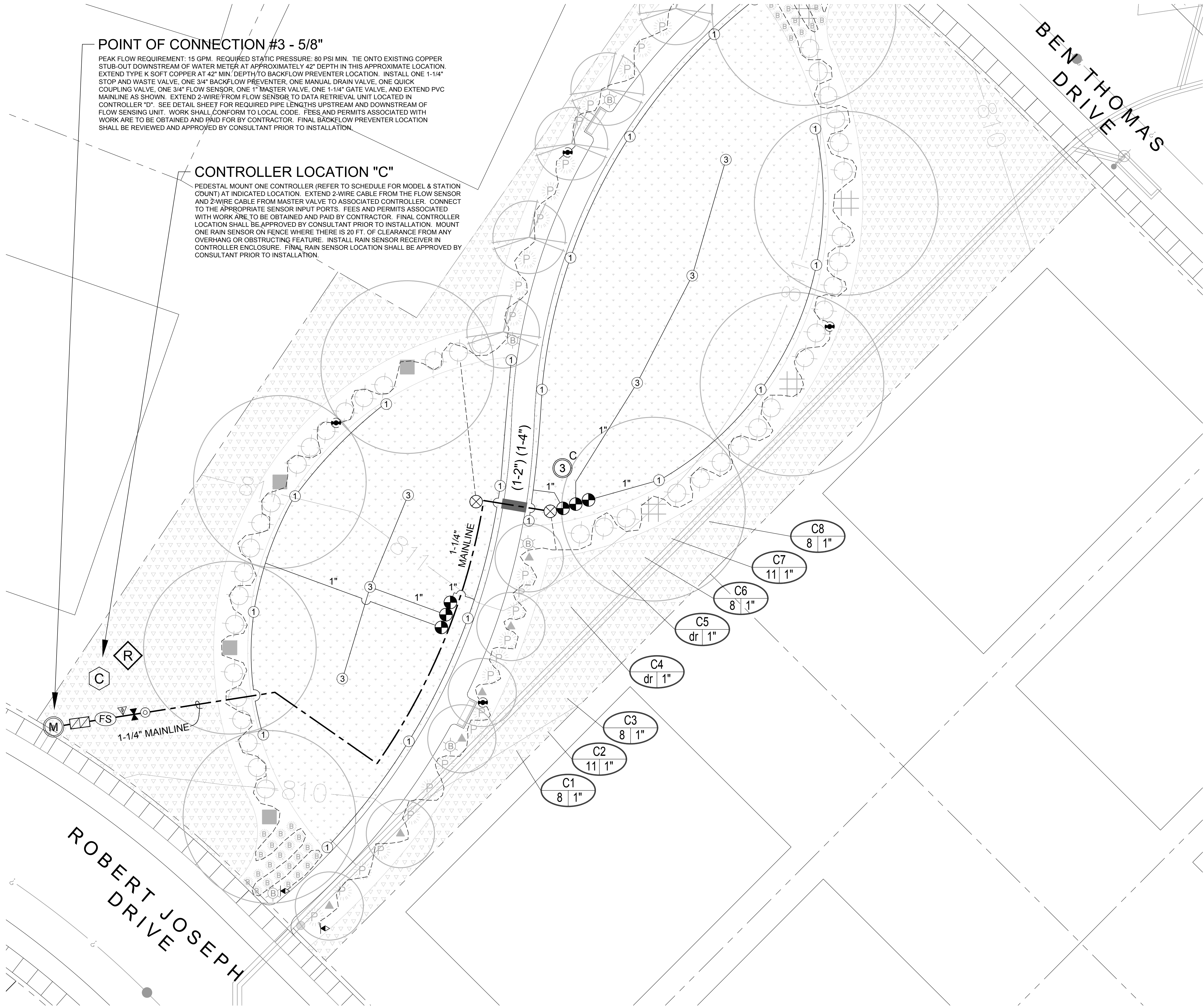
JC PANCHASARP LP  
4020 N. MACARTHUR BLVD.  
STE 122-258  
IRVING, TX 75038

DATE:	JULY 2019
PROJECT:	000.0000.81
DRAWN BY:	TK
REVIEW BY:	TK
VERSION:	
REVISIONS:	

SHEET TITLE:  
IRRIGATION  
PLAN

SHEET NUMBER:  
16.0  
SHEET 27 OF 31





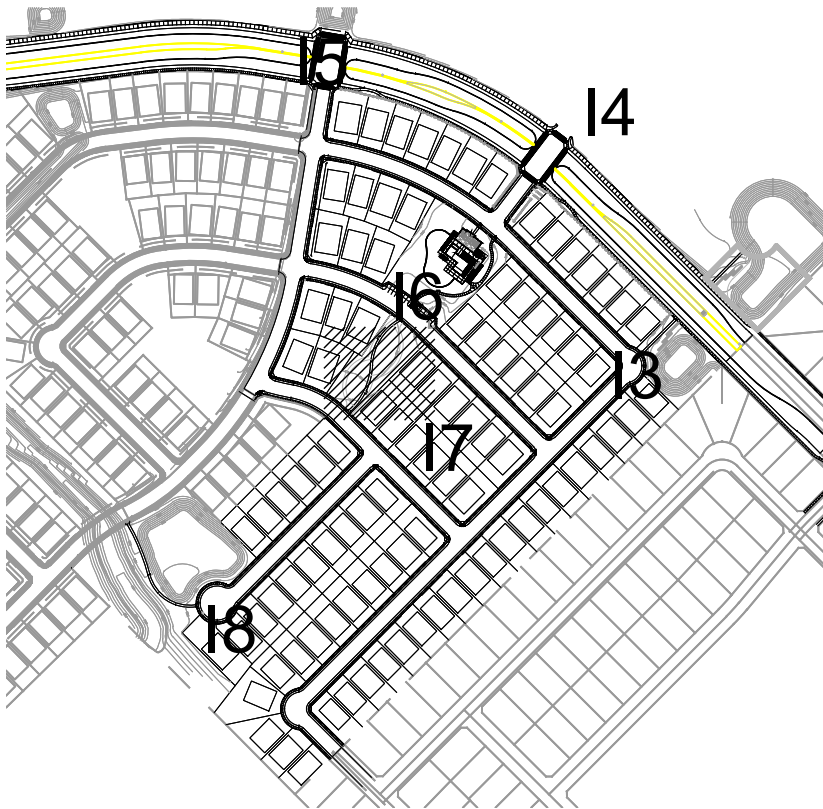
POINT OF CONNECTION #3 - 5/8"

PEAK FLOW REQUIREMENT: 15 GPM. REQUIRED STATIC PRESSURE: 80 PSI MIN. TIE ONTO EXISTING COPPER STUB-OUT DOWNSTREAM OF WATER METER AT APPROXIMATELY 42" DEPTH IN THIS APPROXIMATE LOCATION. EXTEND TYPE K SOFT COPPER AT 42" MIN. DEPTH TO BACKFLOW PREVENTER LOCATION. INSTALL ONE 1-1/4" STOP AND WASTE VALVE, ONE 3/4" BACKFLOW PREVENTER, ONE MANUAL DRAIN VALVE, ONE QUICK COUPLING VALVE, ONE 3/4" FLOW SENSOR, ONE 1" MASTER VALVE, ONE 1-1/4" GATE VALVE, AND EXTEND PVC MAINLINE AS SHOWN. EXTEND 2-WIRE FROM FLOW SENSOR TO DATA RETRIEVAL UNIT LOCATED IN CONTROLLER "D". SEE DETAIL SHEET FOR REQUIRED PIPE LENGTHS UPSTREAM AND DOWNSTREAM OF FLOW SENSING UNIT. WORK SHALL CONFORM TO LOCAL CODE. FEES AND PERMITS ASSOCIATED WITH WORK ARE TO BE OBTAINED AND PAID FOR BY CONTRACTOR. FINAL BACKFLOW PREVENTER LOCATION SHALL BE REVIEWED AND APPROVED BY CONSULTANT PRIOR TO INSTALLATION.

CONTROLLER LOCATION "C"

PEDESTAL MOUNT ONE CONTROLLER (REFER TO SCHEDULE FOR MODEL & STATION COUNT) AT INDICATED LOCATION. EXTEND 2-WIRE CABLE FROM THE FLOW SENSOR AND 2-WIRE CABLE FROM MASTER VALVE TO ASSOCIATED CONTROLLER. CONNECT TO THE APPROPRIATE SENSOR INPUT PORTS. FEES AND PERMITS ASSOCIATED WITH WORK ARE TO BE OBTAINED AND PAID BY CONTRACTOR. FINAL CONTROLLER LOCATION SHALL BE APPROVED BY CONSULTANT PRIOR TO INSTALLATION. MOUNT ONE RAIN SENSOR ON FENCE WHERE THERE IS 20 FT. OF CLEARANCE FROM ANY OVERHANG OR OBSTRUCTING FEATURE. INSTALL RAIN SENSOR RECEIVER IN CONTROLLER ENCLOSURE. FINAL RAIN SENSOR LOCATION SHALL BE APPROVED BY CONSULTANT PRIOR TO INSTALLATION.

KEY MAP:



REFER TO SHEET

- 11.0 IRRIGATION SCHEDULE
- 11.0 IRRIGATION NOTES
- 13.0 - 18.0 IRRIGATION PLANS
- 19.0 - 110.0 IRRIGATION DETAILS



PARKS @ PF  
PHASE 1  
CONSTRUCTION DOCUMENTS  
CITY OF BURLESON, TEXAS



PREPARED FOR:

JC PANCHASARP LP  
4020 N. MACARTHUR BLVD.  
STE 122-258  
IRVING, TX 75038

DATE:	JULY 2019
PROJECT:	000.0000.81
DRAWN BY:	TK
REVIEW BY:	TK
VERSION:	
REVISIONS:	

SHEET TITLE:  
IRRIGATION  
PLAN

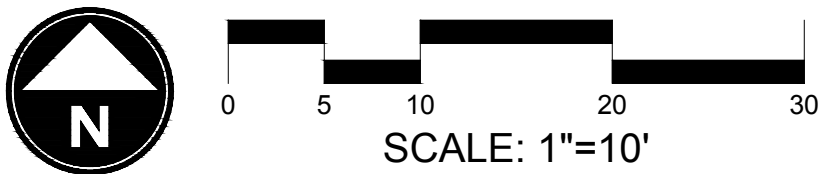
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17.0

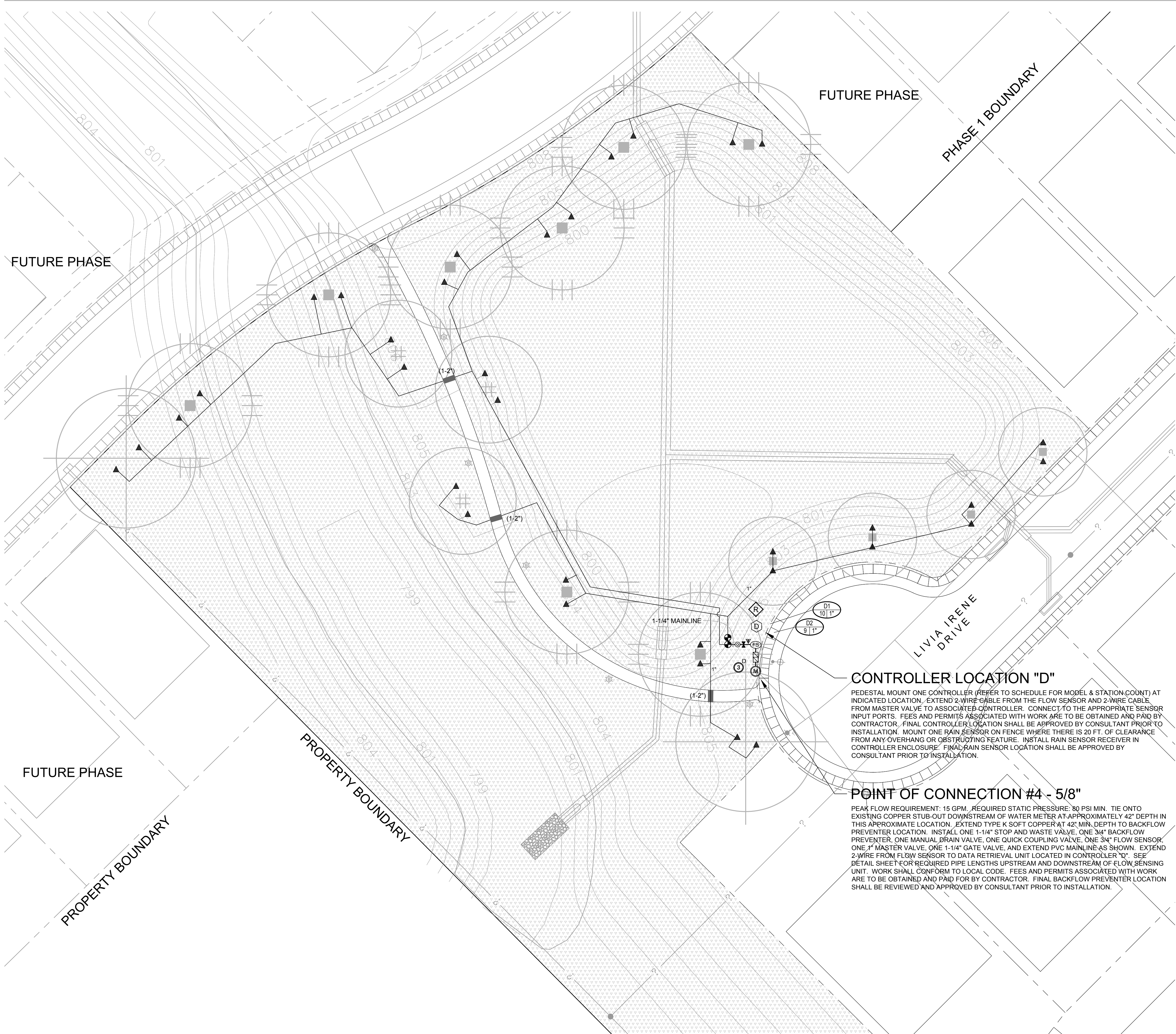
SHEET 28 OF 31



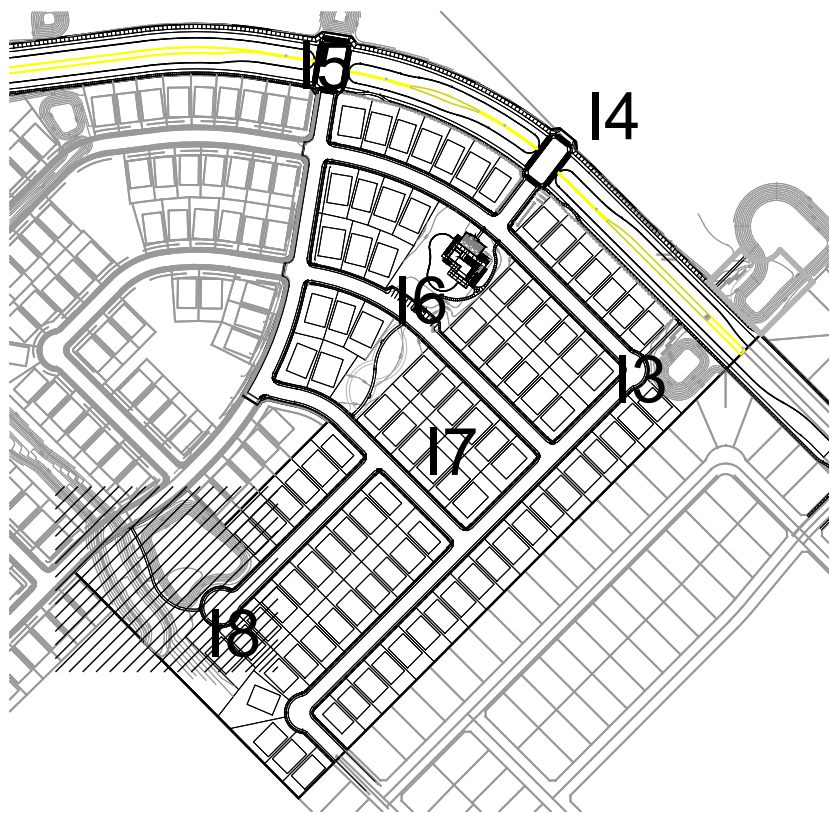
CALL 3 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.







KEY MAP:



REFER TO SHEET

- |              |                     |
|--------------|---------------------|
| 11.0         | IRRIGATION SCHEDULE |
| 11.0         | IRRIGATION NOTES    |
| 13.0 - 18.0  | IRRIGATION PLANS    |
| 19.0 - I10.0 | IRRIGATION DETAILS  |



**PARKS @ PF**  
**PHASE 1**  
**CONSTRUCTION DOCUMENTS**  
CITY OF BURLESON, TEXAS



PREPARED FOR:

JC PANCHASARP LP  
4020 N. MACARTHUR BLVD.  
STE 122-258  
IRVING, TX 75038

DATE:	JULY 2019
PROJECT:	000.0000.81
DRAWN BY:	TK
REVIEW BY:	TK
VERSION:	
REVISIONS:	

SHEET TITLE:  
**IRRIGATION  
PLAN**

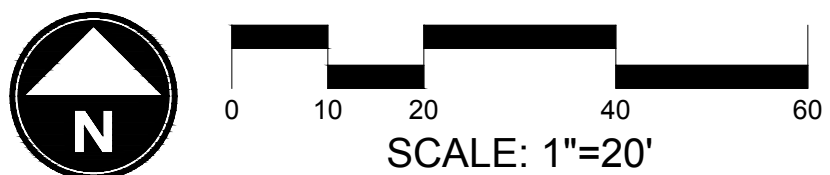
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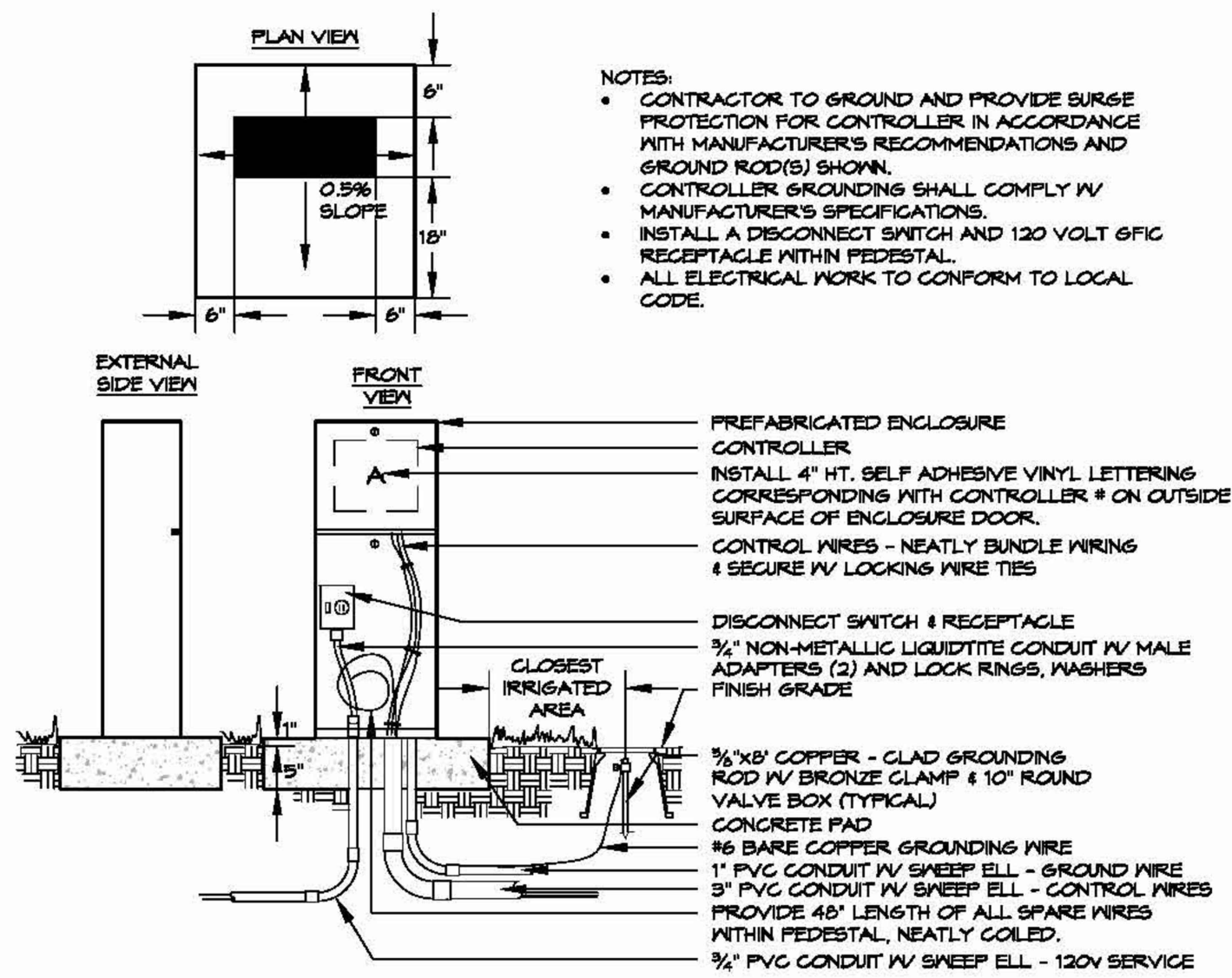
SHEET 29 OF 31



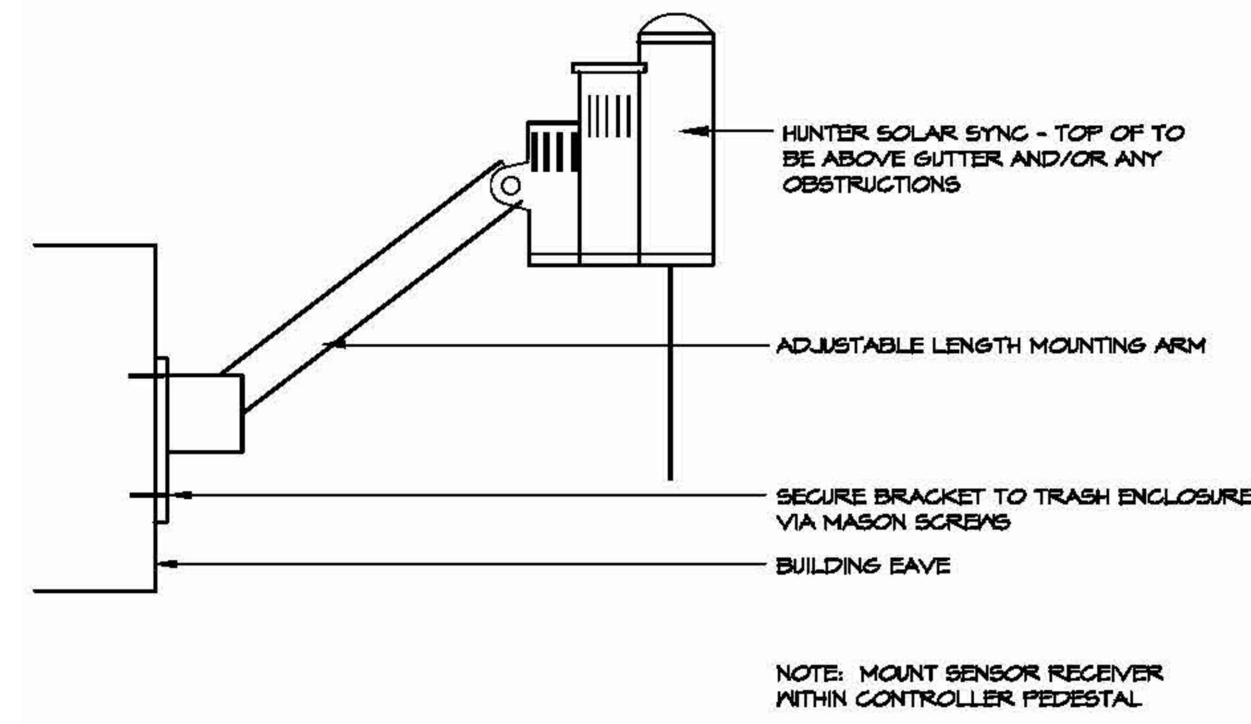
CALL 3 BUSINESS DAYS IN ADVANCE BEFORE YOU  
DIG, GRADE, OR EXCAVATE FOR THE MARKING OF  
UNDERGROUND MEMBER UTILITIES.



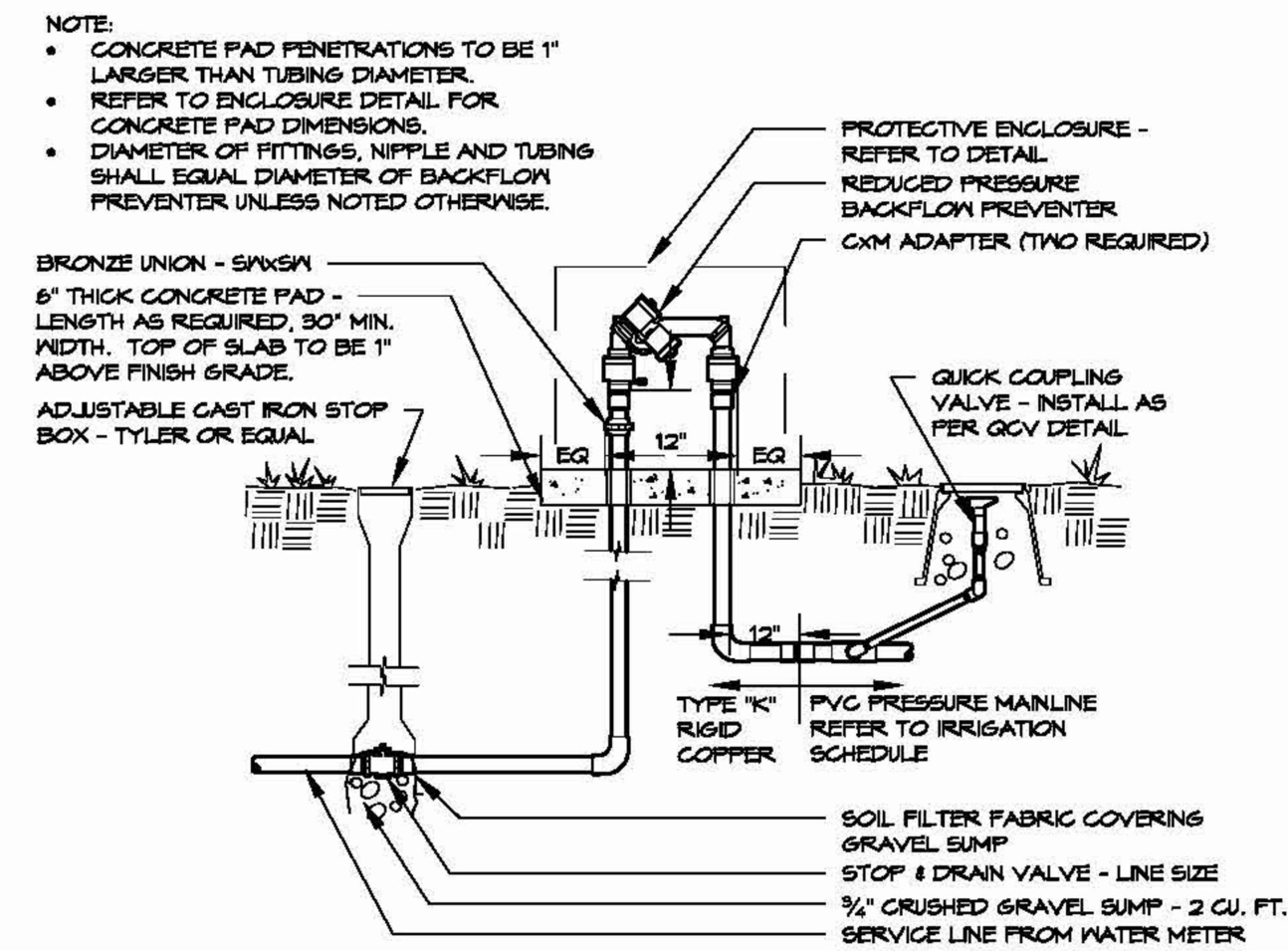




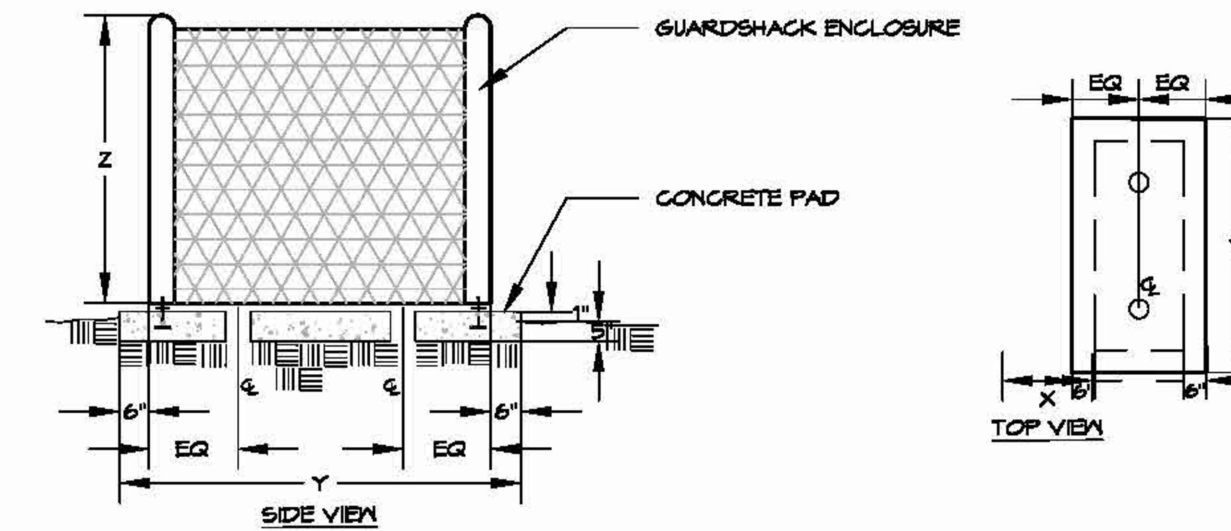
1 PEDESTAL CONTROLLER  
NTS



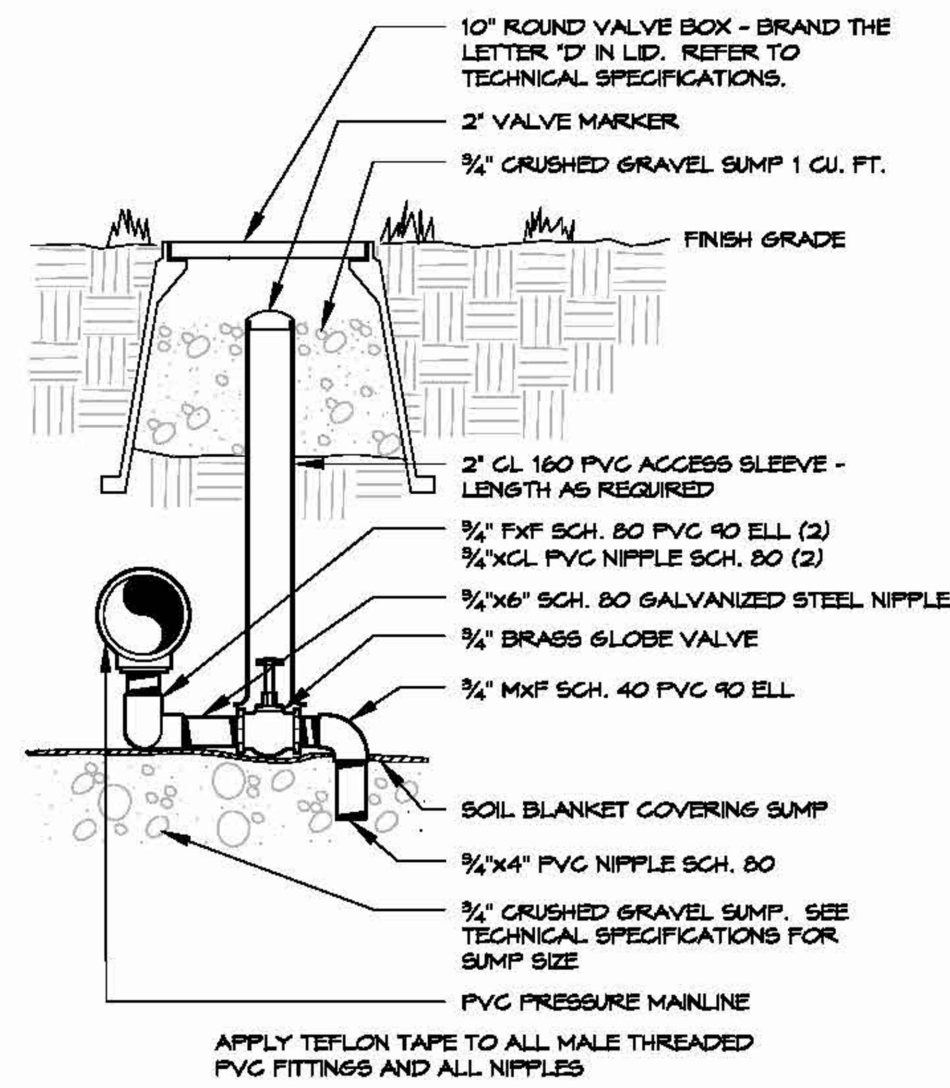
2 ET MANAGEMENT DEVICE  
NTS



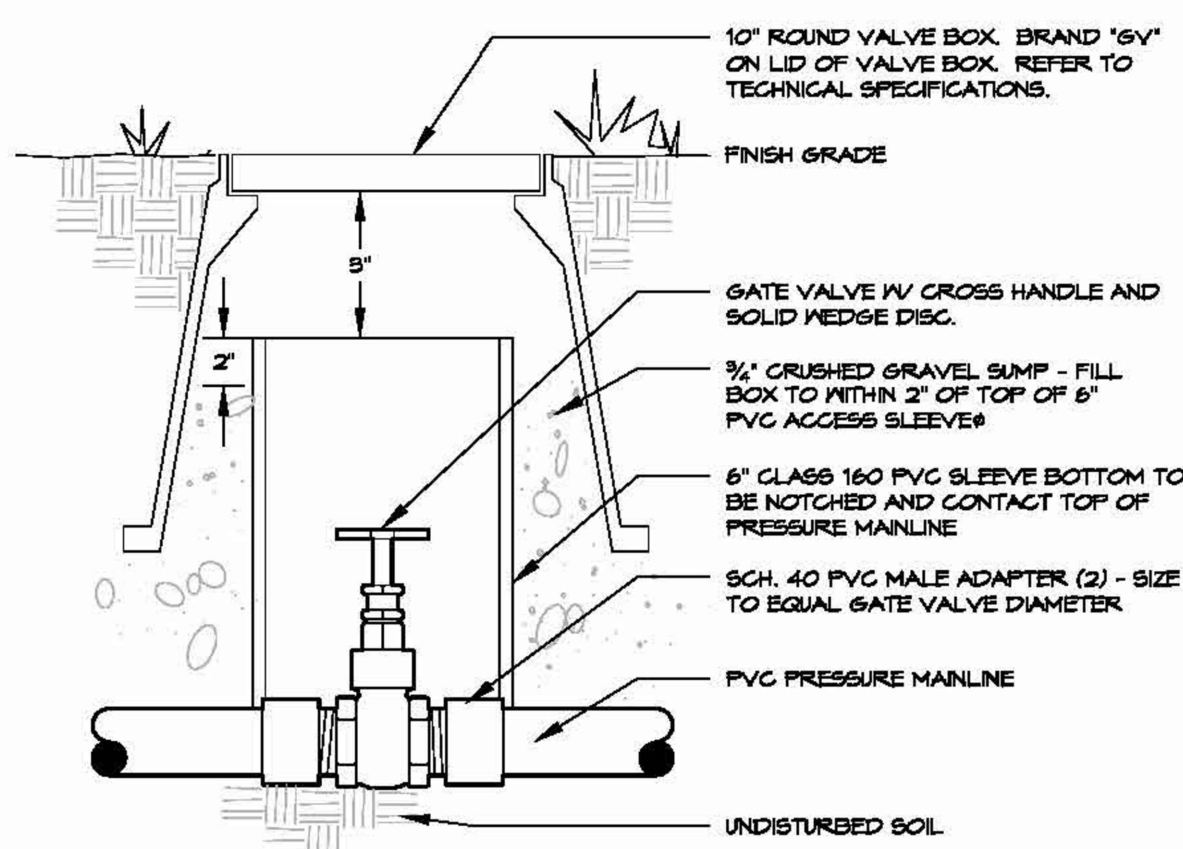
BFP MODEL/SIZE	ENCLOSURE MODEL	X	Y	Z
FEBGO 825YA 3/4" & 1"	GS-5	10"	24"	18"
FEBGO 825YA 1 1/2" & 2"	GS-1	10"	34"	24"



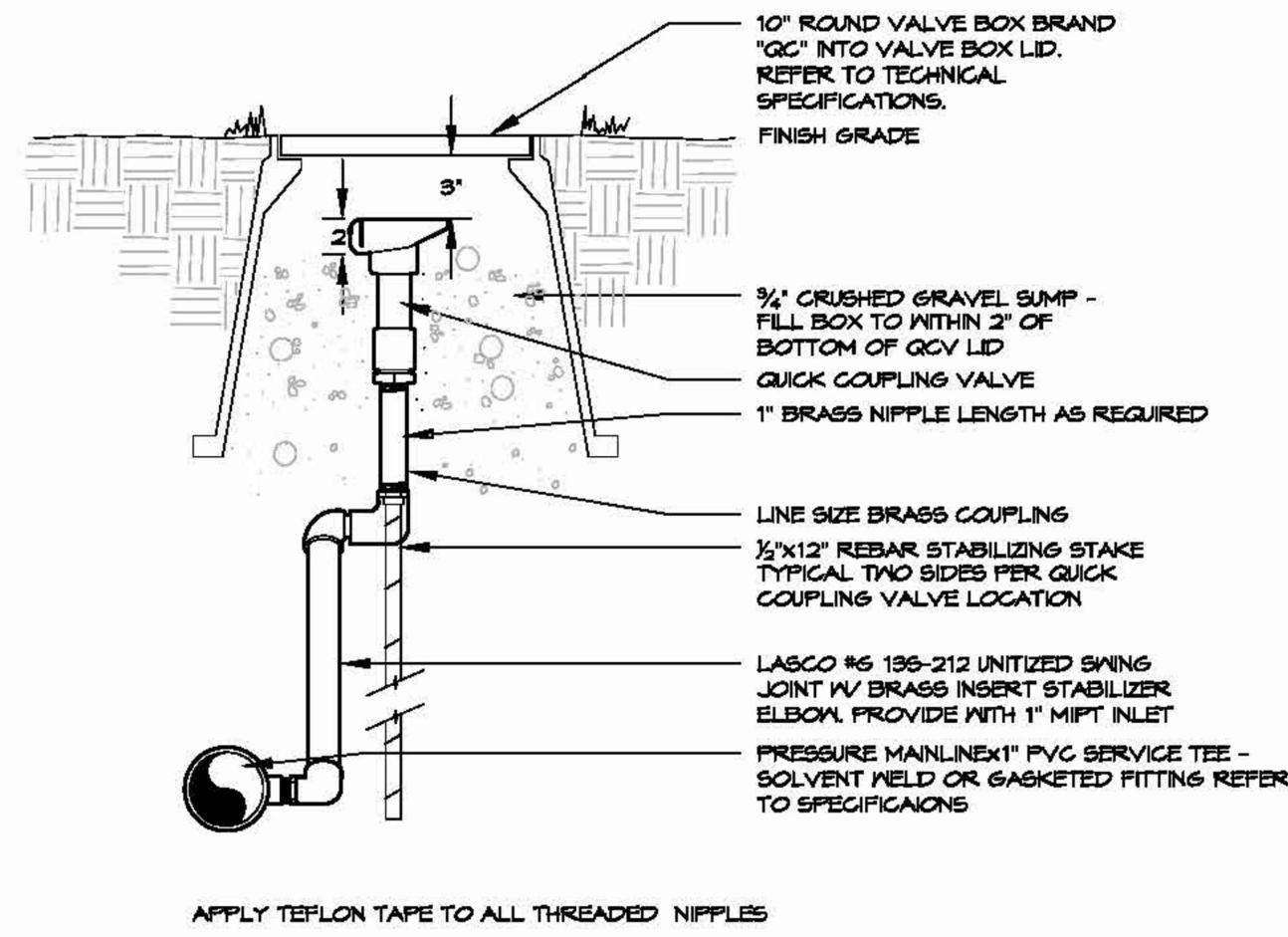
3 BACKFLOW PREVENTER & ENCLOSURE (GUARDSHACK)  
NTS



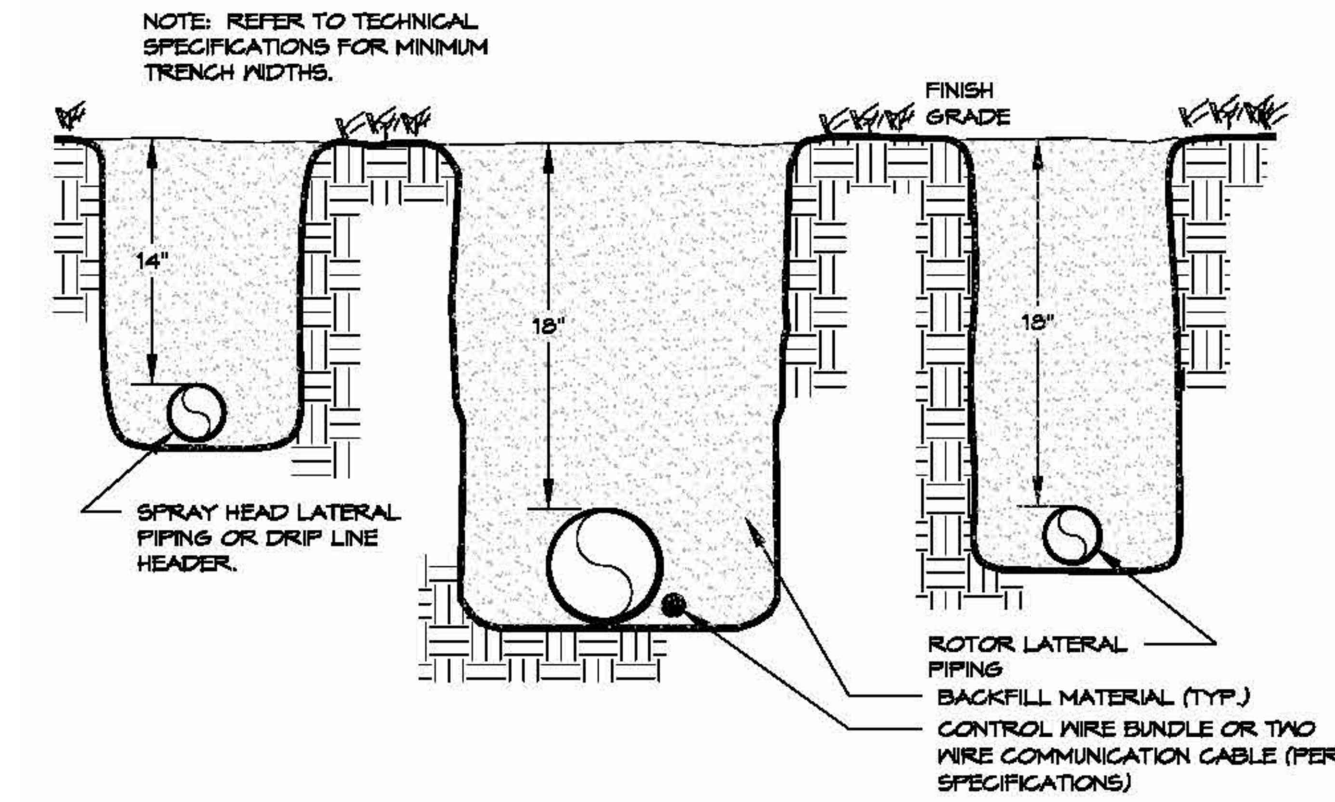
4 MANUAL DRAIN VALVE  
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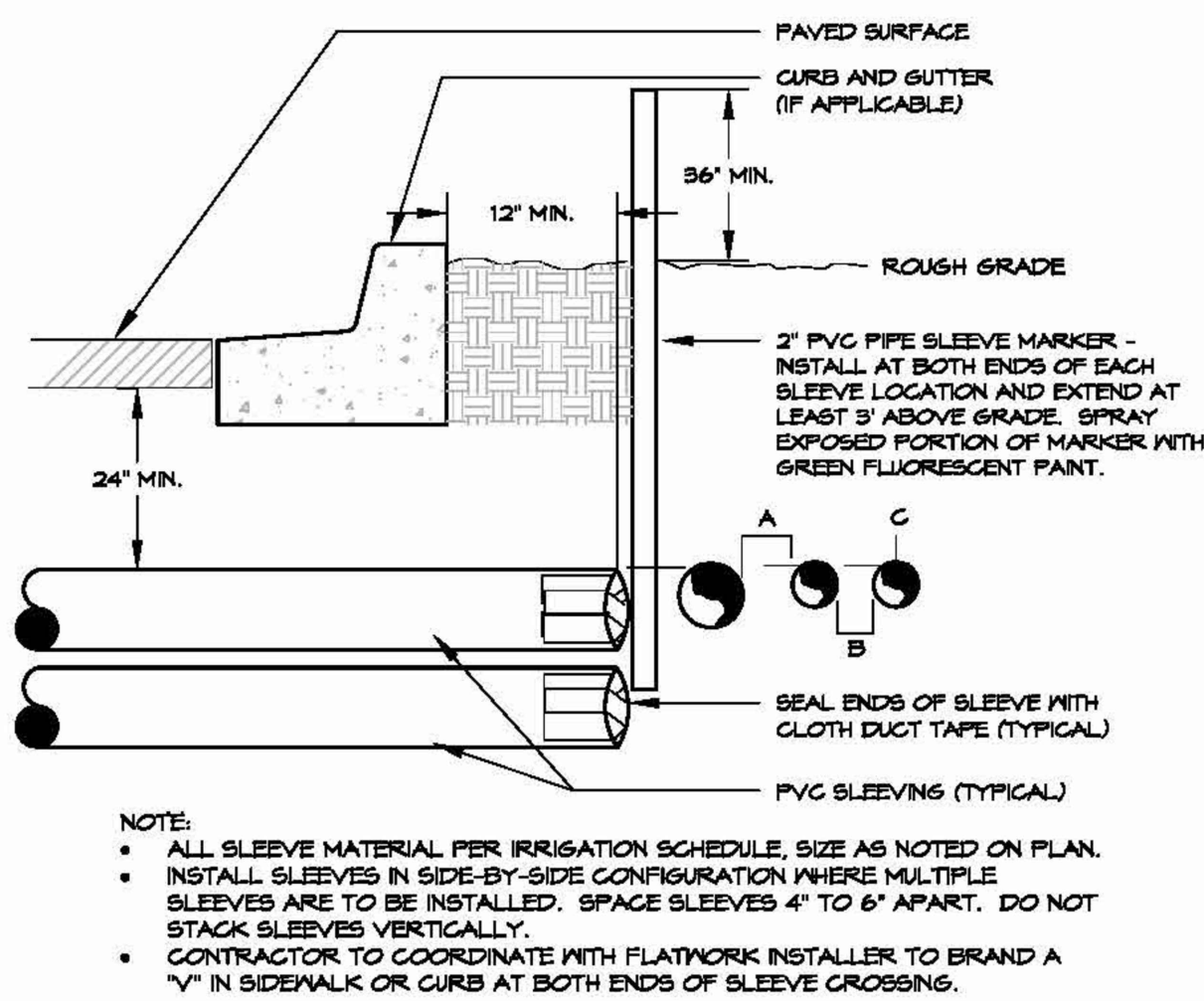
5 GATE VALVE  
NTS



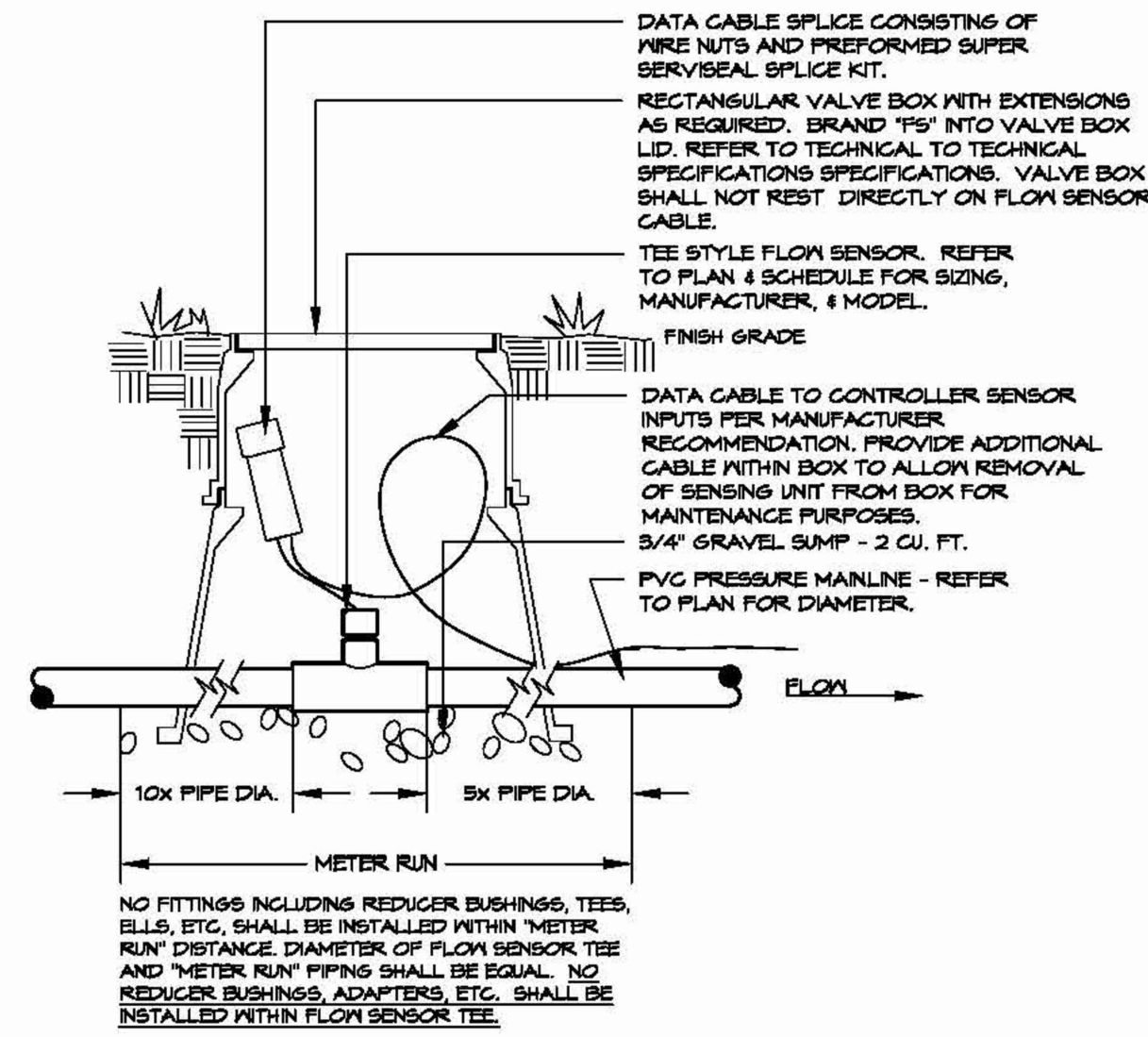
6 QUICK COUPLING VALVE  
NTS



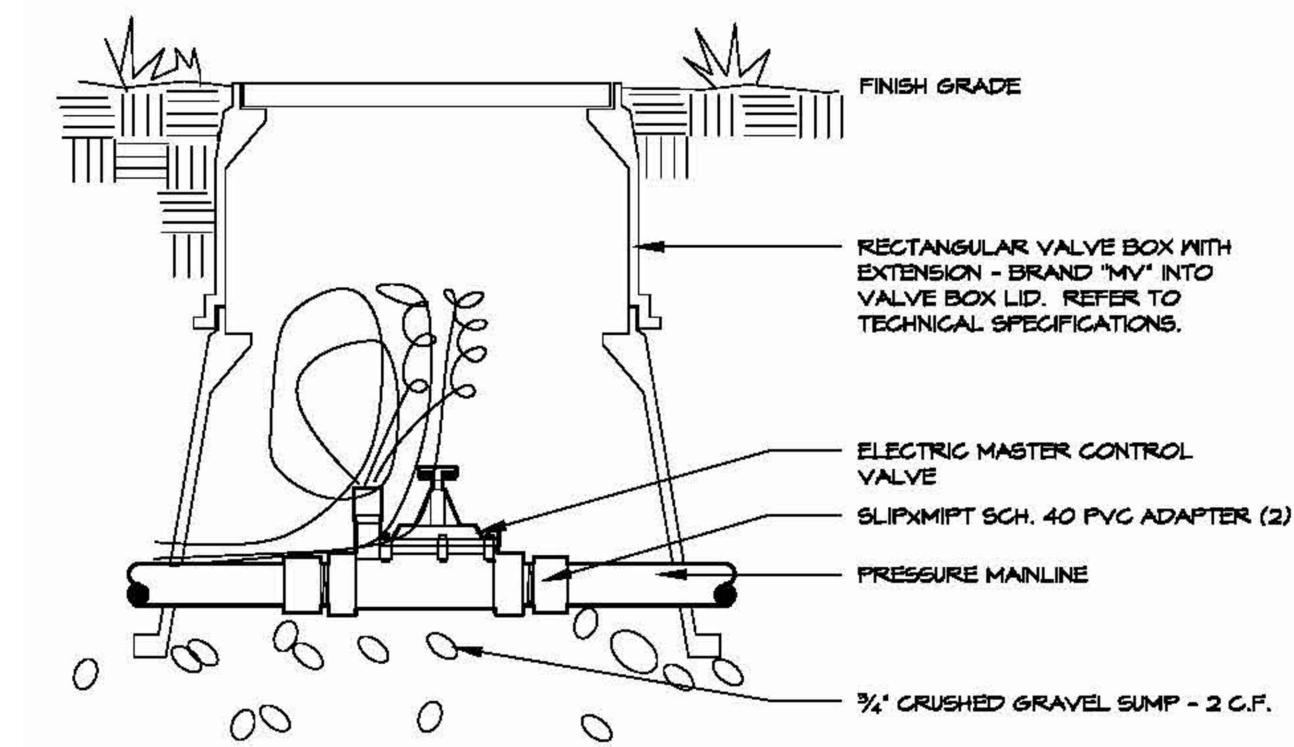
7 TRENCH  
NTS



8 IRRIGATION SLEEVING  
NTS



9 FLOW SENSOR  
NTS



10 MASTER VALVE  
NTS



**PARKS @ PF**  
PHASE 1  
CONSTRUCTION DOCUMENTS  
CITY OF BURLESON, TEXAS



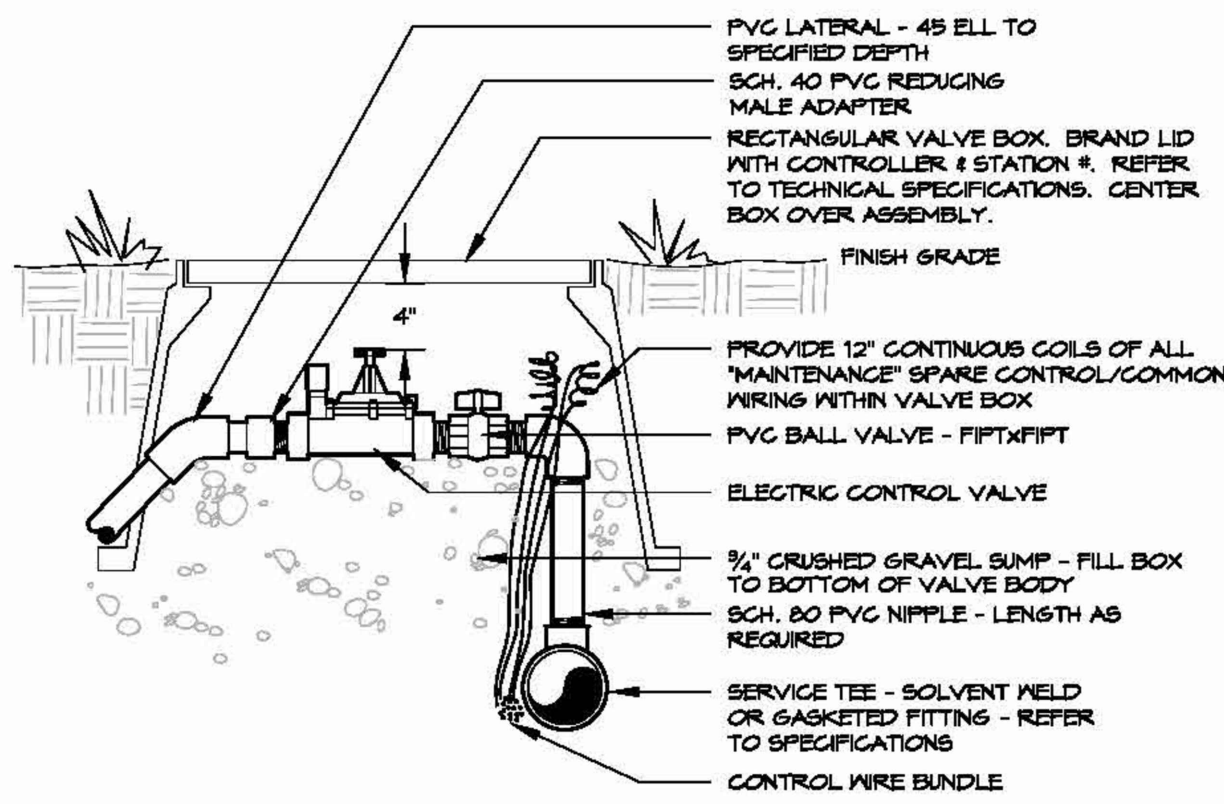
PREPARED FOR:  
JC PANCHASARP LP  
4020 N. MACARTHUR BLVD.  
STE 122-258  
IRVING, TX 75038

DATE: JULY 2019  
PROJECT: 000.0000.81  
DRAWN BY: TK  
REVIEW BY: TK  
VERSION:  
REVISIONS:

SHEET TITLE:  
**IRRIGATION DETAILS**

SHEET NUMBER:  
**19.0**  
SHEET 30 OF 31

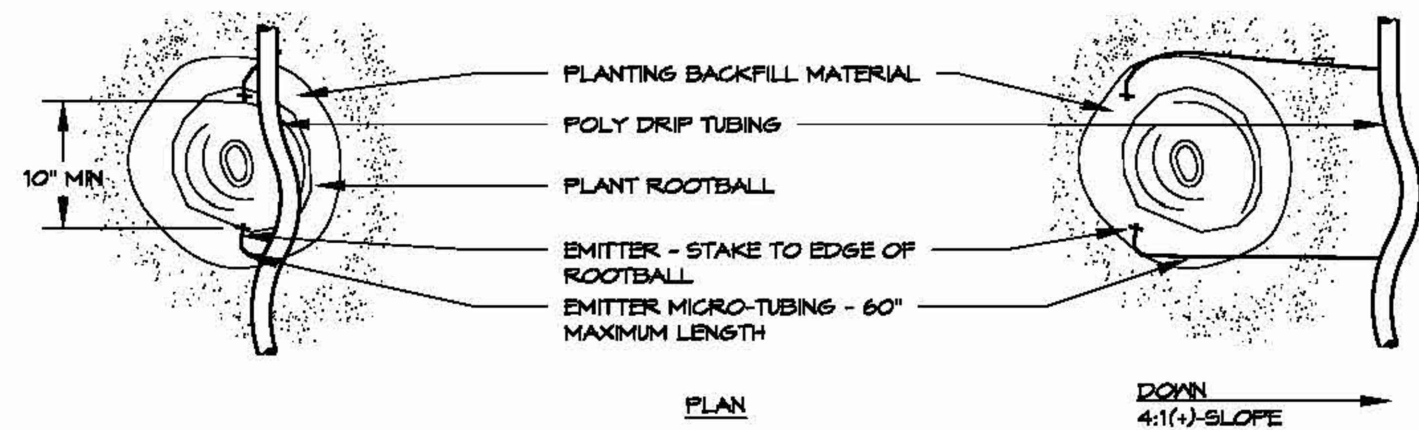




NOTE: DIAMETERS OF BALL VALVES, PVC FITTINGS AND NIPPLES SHALL BE EQUAL. ELECTRIC CONTROL VALVE DIAMETER, VALVE BOXES SHALL BE INSTALLED PARALLEL OR PERPENDICULAR TO ADJACENT SIDEWALKS AND HARD SURFACES WHERE APPLICABLE. APPLY TEFLON TAPE TO ALL MALE THREADED FITTINGS AND THREADED NIPPLES.

## 1 ELECTRIC CONTROL VALVE

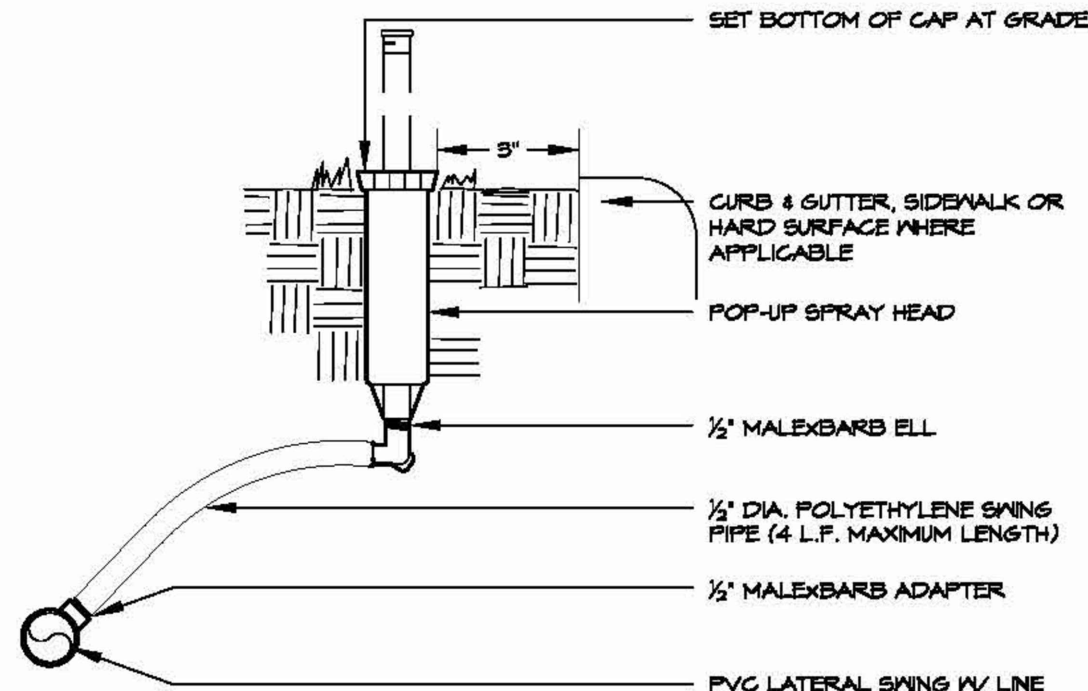
NTS



PLANT SIZE	EMITTER FLOW RATE	EMITTER QTY. AT MULCHED BED LOCATIONS	EMITTER QTY. AT NATIVE SEED LOCATIONS
1 - 2 GALLON MATERIAL	0.5 GPH	ONE EACH	ONE EACH
5 GALLON MATERIAL	0.5 GPH	TWO EACH	TWO EACH
1 1/2" CALIPER TREE	1.0 GPH	THREE EACH	FOUR EACH
2" CALIPER TREE	1.0 GPH	FOUR EACH	SIX EACH
2 1/2" CALIPER TREE	1.0 GPH	SIX EACH	EIGHT EACH
3" CALIPER TREE	1.0 GPH	EIGHT EACH	TEN EACH
3 1/2" CALIPER TREE	1.0 GPH	NINE EACH	ELEVEN EACH
4" CALIPER TREE	1.0 GPH	TEN EACH	TWELVE EACH
6 FT. CONIFEROUS TREE	1.0 GPH	FOUR EACH	SIX EACH
8 FT. CONIFEROUS TREE	1.0 GPH	SIX EACH	NINE EACH
10 FT. CONIFEROUS TREE	1.0 GPH	EIGHT EACH	TWELVE EACH
12 FT. CONIFEROUS TREE	1.0 GPH	TEN EACH	FOURTEEN EACH

## 5 DRIP EMITTER

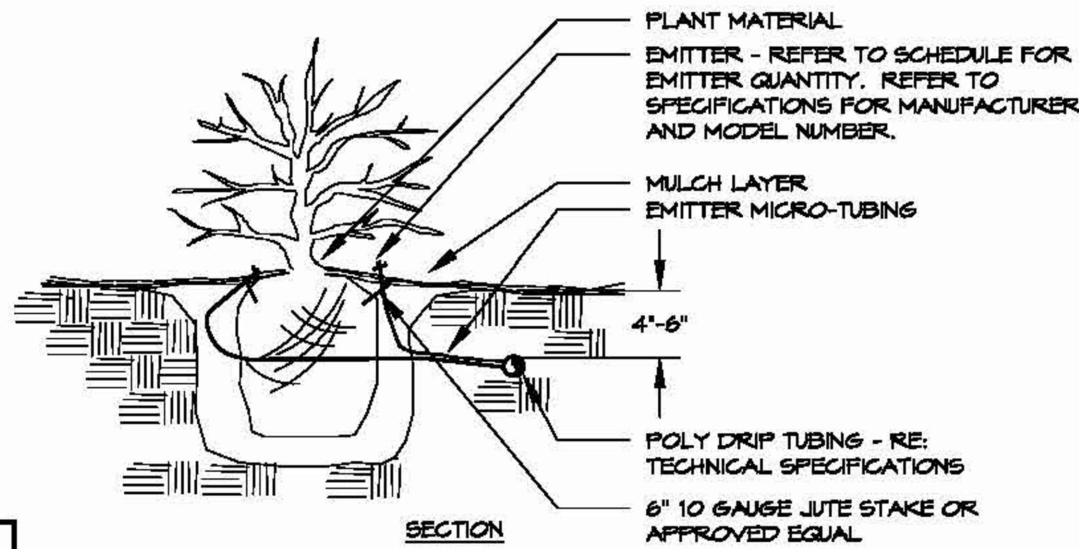
NTS



NOTE:  
• SET HEAD PERPENDICULAR TO FINISH GRADE.  
• APPLY TEFLON TAPE TO MALE PVC THREADED FITTINGS.  
• DOUBLE CLAMP 1/2" & 2" DIAMETER FITTINGS.

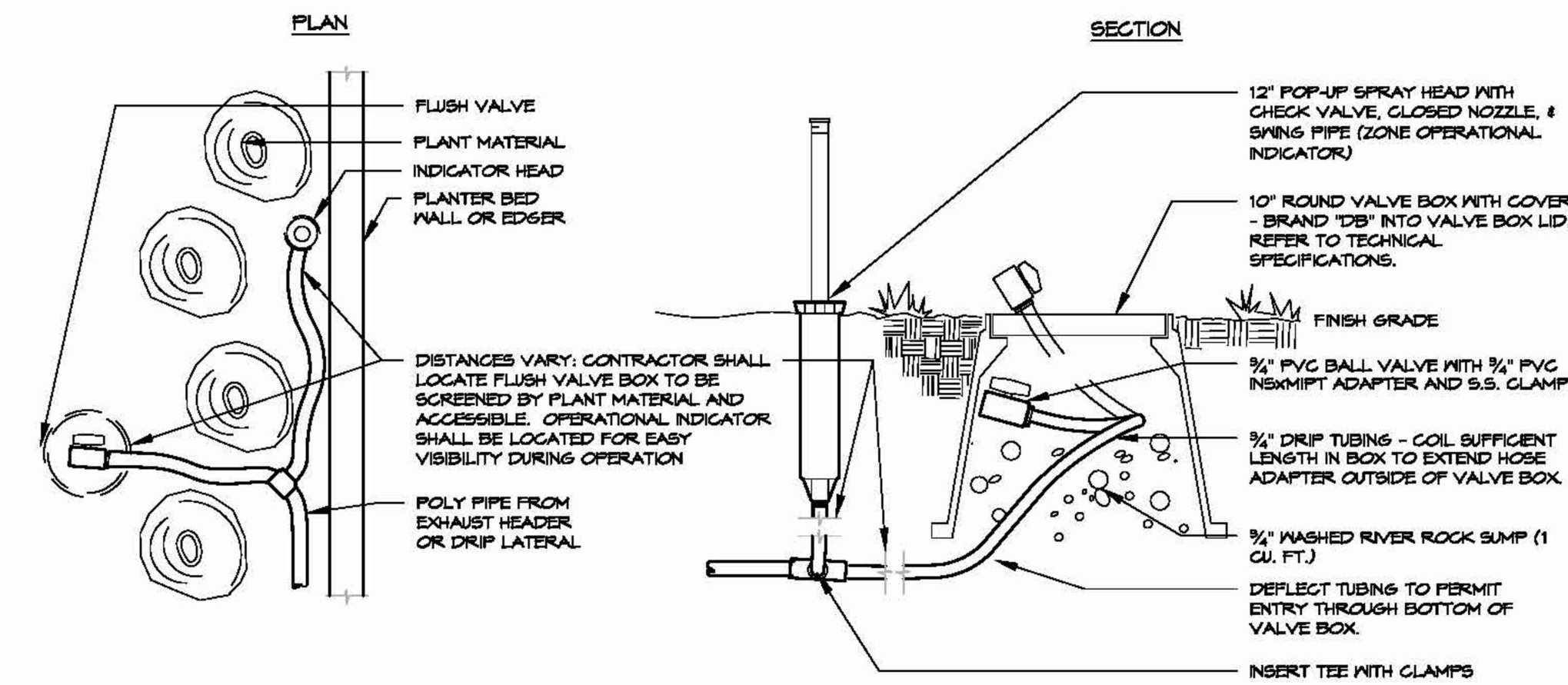
## 2 POP-UP SPRAY HEAD

NTS



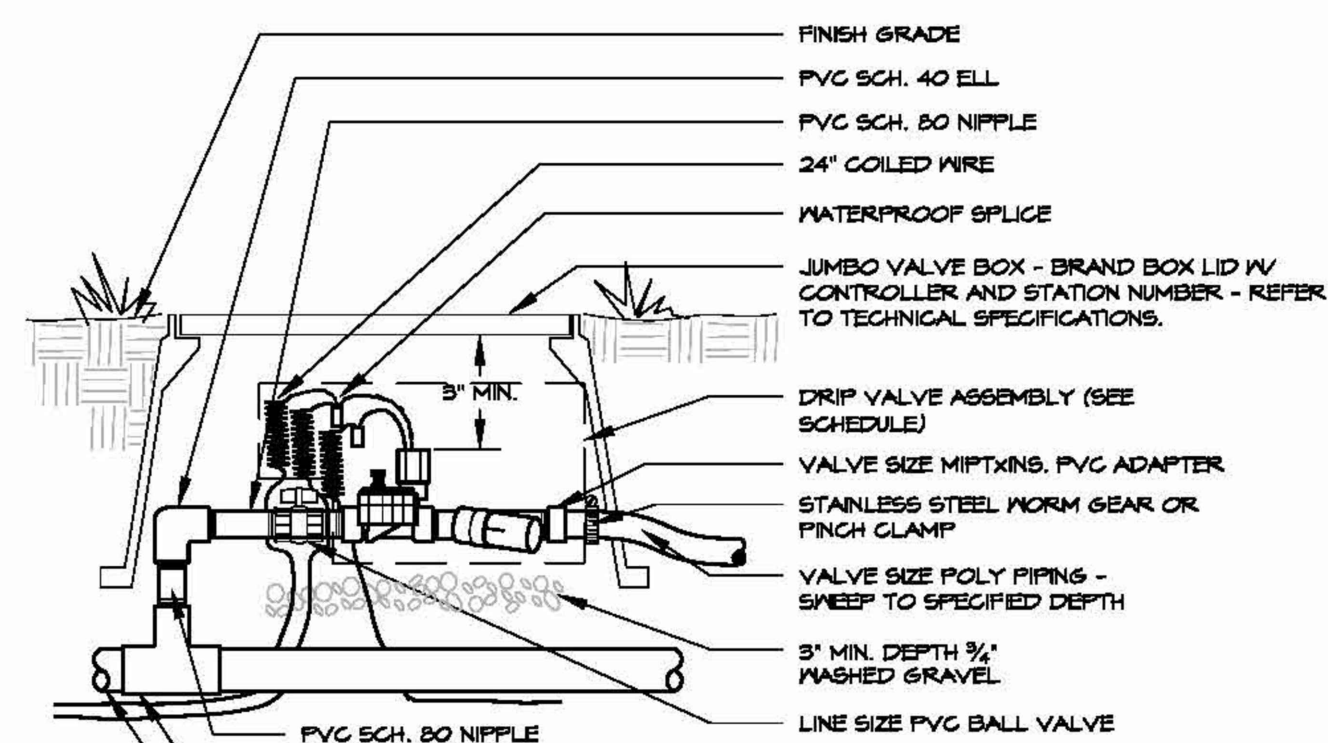
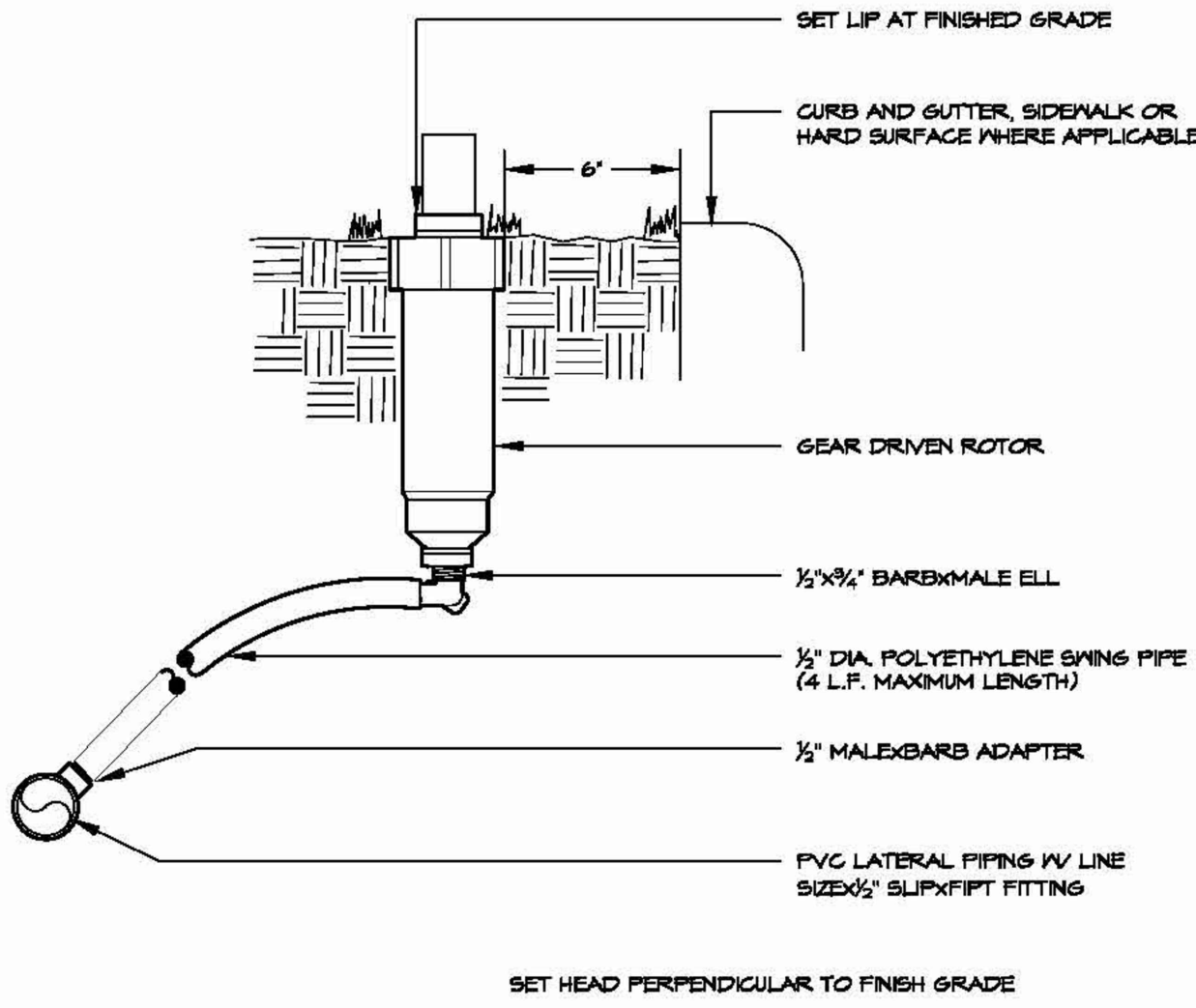
## 3 ROTOR HEAD

NTS



## 6 DRIP FLUSH VALVE

NTS



NOTE:  
INSTALL ASSEMBLY TO REST ON GRAVEL SUMP. CONTAIN ENTIRE ASSEMBLY WITHIN BOX. NO VALVE BOX EXTENSIONS WILL BE ACCEPTED. PROVIDE 3"-4" CLEARANCE BETWEEN TOP OF CONTROL VALVE SOLENOID AND BOTTOM OF VALVE BOX LID. TOP OF VALVE BOX TO BE FLUSH WITH FINISH GRADE. VALVE BOX SHALL NOT REST ON DRIPE TUBING.

## 4 DRIP VALVE

NTS

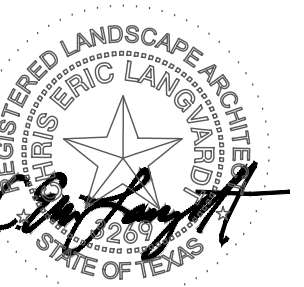


# PARKS @ PF

## PHASE 1

### CONSTRUCTION DOCUMENTS

CITY OF BURLESON, TEXAS



PREPARED FOR:  
JC PANCHASARP LP  
4020 N. MACARTHUR BLVD.  
STE 122-258  
IRVING, TX 75038

DATE: JULY 2019  
PROJECT: 000.0000.81  
DRAWN BY: TK  
REVIEW BY: TK  
VERSION:  
REVISIONS:

SHEET TITLE:  
IRRIGATION  
DETAILS

SHEET NUMBER:  
110.0  
SHEET 31 OF 31



SCREENING WALL  
THE PARKS AT PANCHASARP FARMS PHASE 1  
BURLESON, TEXAS

DATE:  
8-15-17  
DRAWN BY:  
L.A.C.  
CHECKED BY:  
J.L.H.  
C-THOMAS KEARNS-  
FOOTINGS

REVISIONS:  
7-9-19



SHEET:  
THINWALL

SW1  
OF 3 SHEETS

GENERAL

- Do not scale contract drawings for the purpose of establishing dimensions.
- Verify existing conditions and dimensions prior to beginning work or fabrication materials.
- Coordinate with the Architectural, Mechanical, Plumbing, and Electrical Drawings and verify the location of all chases, inserts, openings, sleeves, finishes, depressions, pads, wall openings, and other project requirements.

CONCRETE MASONRY UNITS

- Masonry units shall be 8" x 16" or 12" x 16" hollow load-bearing concrete masonry units meeting ASTM C90 grade N. Mortar shall be type M.
- Concrete for grouted cells, bond beams and lintels shall meet 2,500 psi compressive strength and shall meet the requirements noted in "Concrete" above.
- Horizontal joint reinforcement shall be "Truss Type" cold drawn steel wire conforming to ASTM A82, 9 gauge by 9 gauge, spaced 16 inches on center vertically. Reinforcement shall have 2 horizontal wires for 8" units. Provide special "L" and "T" shaped sections at wall intersections. Lap horizontal wires at least 12" at splices.
- Vertical cell reinforcement shall be deformed type bars conforming to ASTM-A 615, Grade 60, placed as shown on the drawings. Vertical bar reinforcement shall be lapped 40 bar diameters at splices. Stagger splices of adjacent bars at least 4'-0"
- Provide corner bars at intersections of reinforced bond and lintel beams equal in size and number to horizontal reinforcing lapped 30 bar diameters each way.
- Vertical reinforcing in grouted cells and pilasters shall be held in place by bar positioners set in the masonry joints.

REINFORCEMENTS

- Reinforcing Materials:
  - All reinforcing steel shall be deformed type bars and conform to ASTM-A 615, Grade 60, placed as shown on the drawings.
  - All ties and stirrups shall conform to the requirements of ASTM-A 615, grade 40.
- Reinforcing Workmanship:
  - Reinforcement steel shall be fabricated in accordance with the CRSI Standard Details. Reinforcing bars shall be cold-bent only. Use of heat to bend reinforcement steel shall be cause for rejection.
  - Reinforcement steel, bars and wire fabric shall be thoroughly cleaned before placing and again before the concrete is placed, shall be accurately positioned and secured in place. Provide standard bar chairs to support steel above the ground, no brick or porous materials may be used to support the steel off the ground.
  - Stirrups shall be accurately and securely wired to bars at both top and bottom.
  - Install all reinforcement with the following clearances between reinforcing steel and face of concrete:
    - Footings: 3"
    - Earth-formed footing sides: 2"
    - Footings: place in top 3"
  - Splices within continuous unscheduled reinforcing steel shall have a minimum lap of 30 bar diameters.

DRILLED PIERS

- Bottom of pier holes shall be smooth, dry and free of all loose material before pouring concrete.
- The Contractor shall verify the depth of the pier prior to cutting pier reinforcing cages. Thirty bar diameter laps will be allowed in the pier steel if no more than 30 of the bars are lapped in any eight foot length of the pier.
- Pier holes shall be concreted within eight hours of drilling.

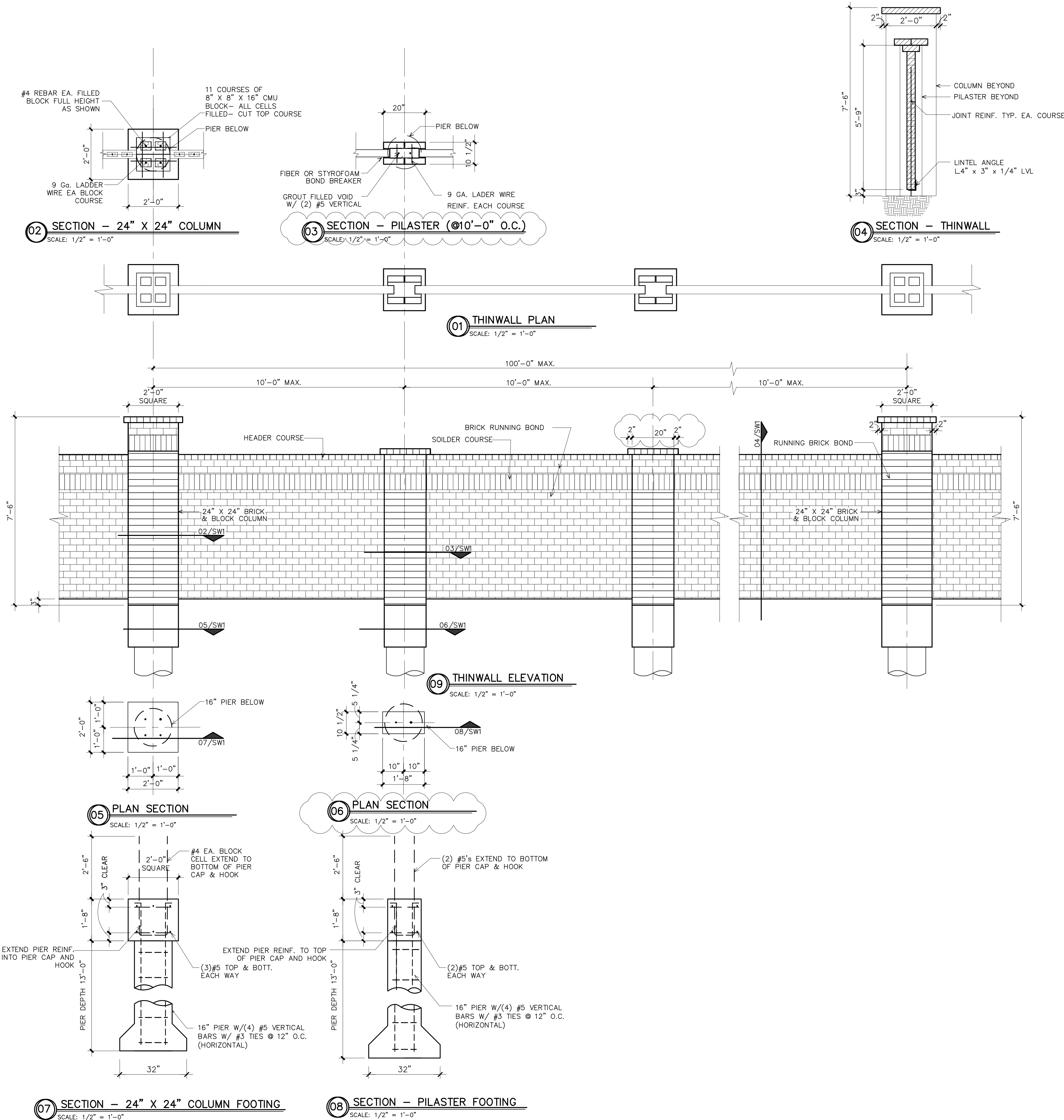
DESIGN CRITERIA AND BUILDING CODE

- Design Loads are as follows:

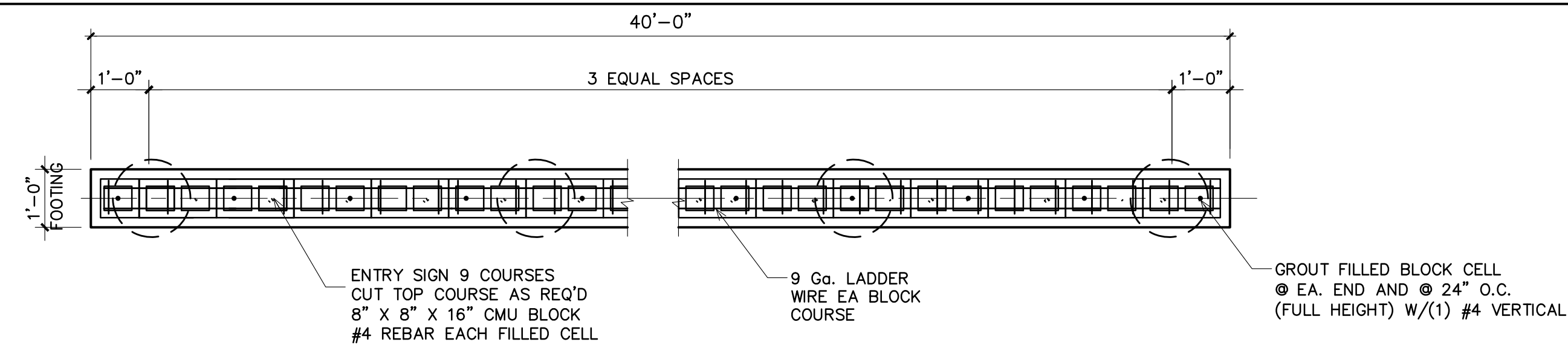
Wind Loads - Basic wind speed.....115 mph  
Exposure....."B"
- This project has been designed in accordance with the International Building Code, 2015 Edition, Life Safety Code, OSHA, and Geotechnical report from Rone Engineering, dated June 12, 2017 Project # 17-21720, w/addendum dated Aug. 8, 2017.

CAST-IN-PLACE CONCRETE

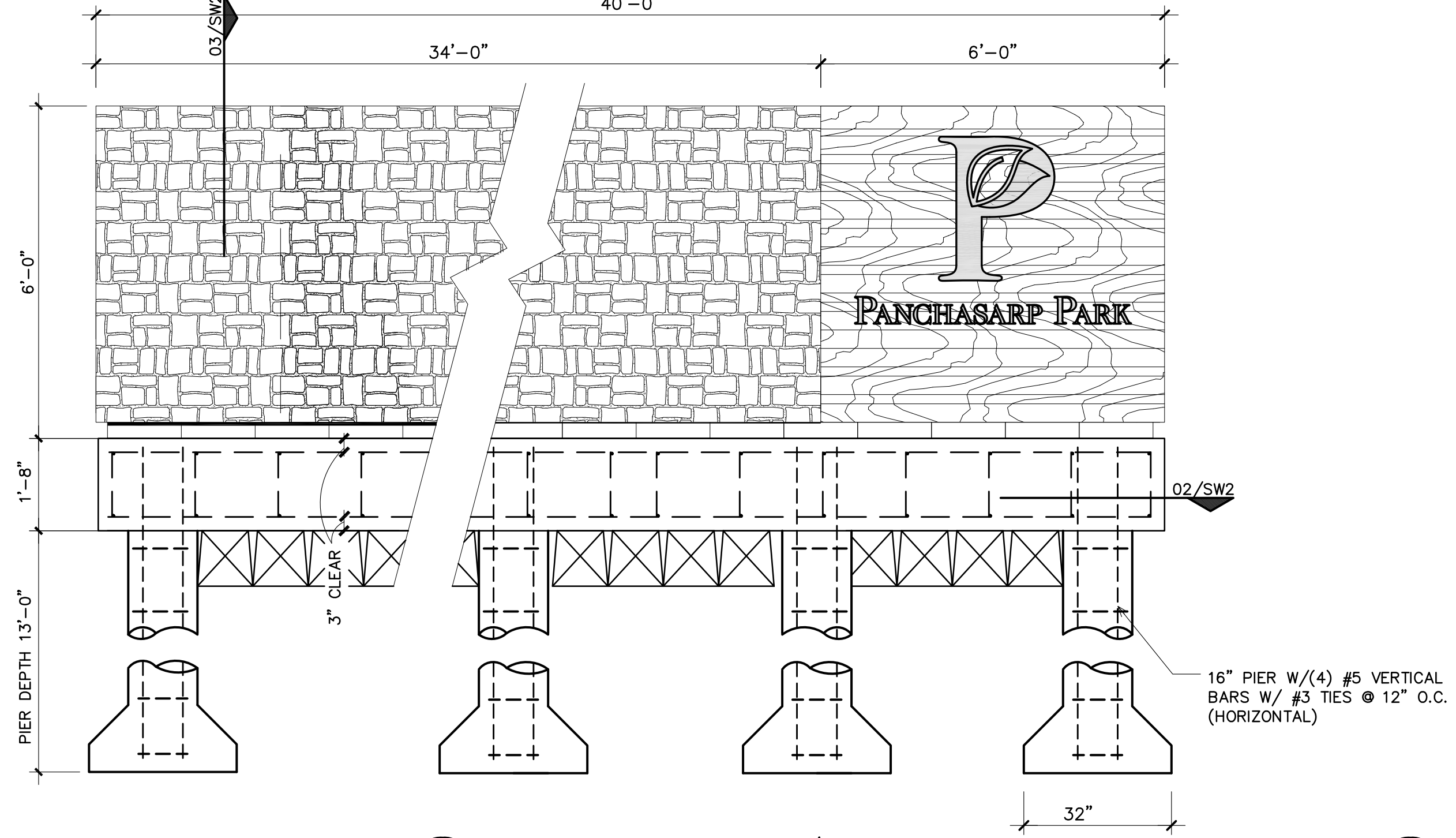
- Concrete Materials:
  - Concrete shall be normal weight concrete having sand and gravel or crushed stone aggregates, mixed with ASTM-C150, Type I or Type III Portland Cement to meet a minimum compressive strength of 3000 psi at 28 days minimum.
  - Submit mix design(s) for approval. Use no admixtures except as noted hereafter or as approved.
  - Water used for concrete shall be clean water and free from injurious amounts of oils, acids, alkalis, organic or other deleterious substances.
  - All concrete permanently exposed to the weather shall contain an air-entraining admixture resulting in 3--6 as recommended by the manufacturer.
  - The contractor shall use Ready Mixed Concrete, with a slump range of 4" to 6". Water reducing admixtures submitted in the design mix are acceptable with the resulting increase in allowable slump.
- Concrete Workmanship:
  - Fresh poured concrete shall be tamped into place by steel rammer, slicing tools or mechanical vibrator, until concrete is thoroughly compact and without void.
  - Make excavations for footings to undisturbed soil or to the depth noted on the drawings. Leave the bottom bearing surface clean and smooth. If footing excavations are made deeper than intended, only concrete shall be used for fill. Remove all loose material from footing excavations prior to concrete pour.



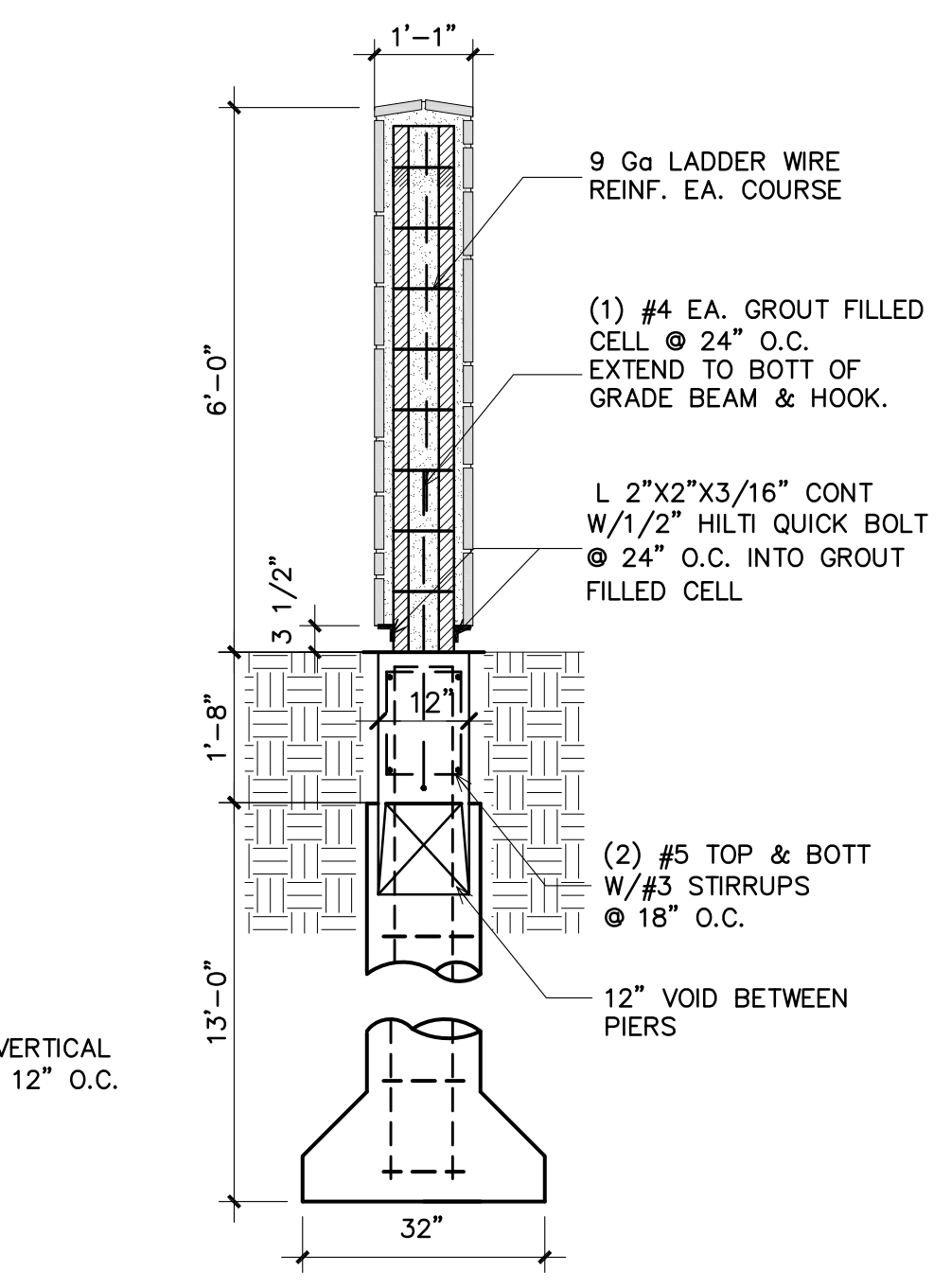




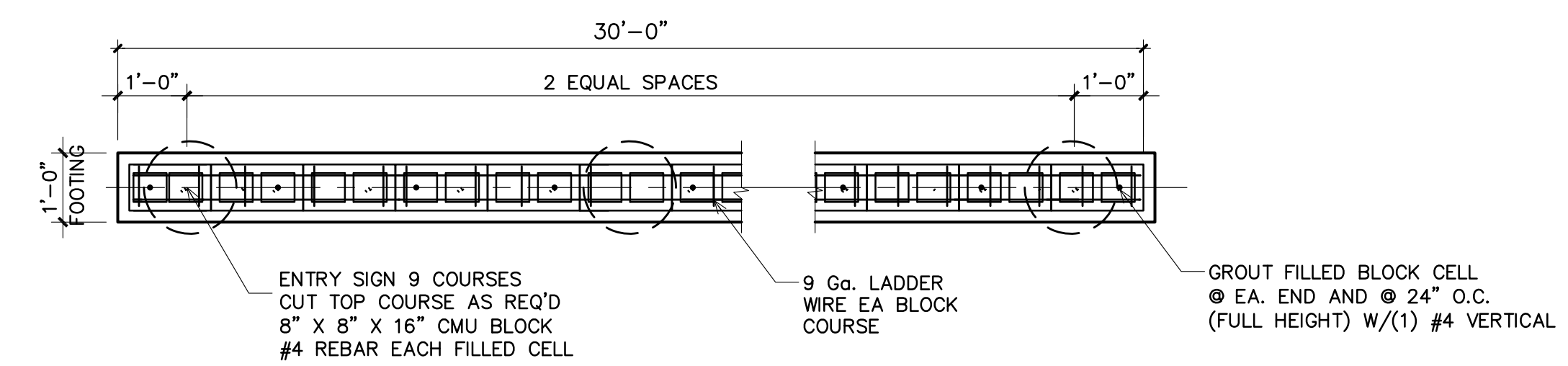
**02 PLAN-COMMUNITY ENTRY WOOD/STONE WALL**  
SCALE: 1/2" = 1'-0"



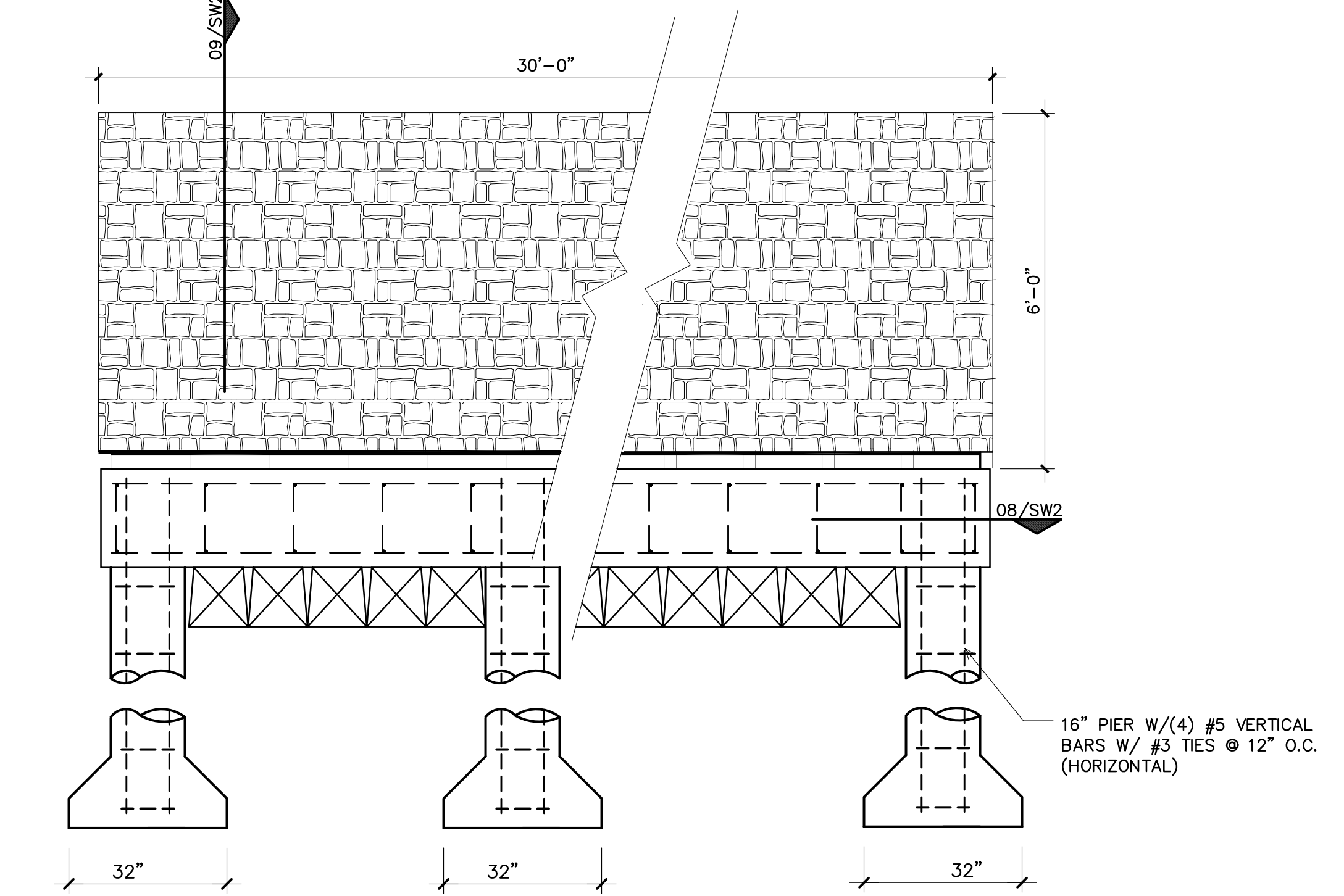
**01 ELEVATION-COMMUNITY ENTRY WOOD/STONE WALL**  
SCALE: 1/2" = 1'-0"



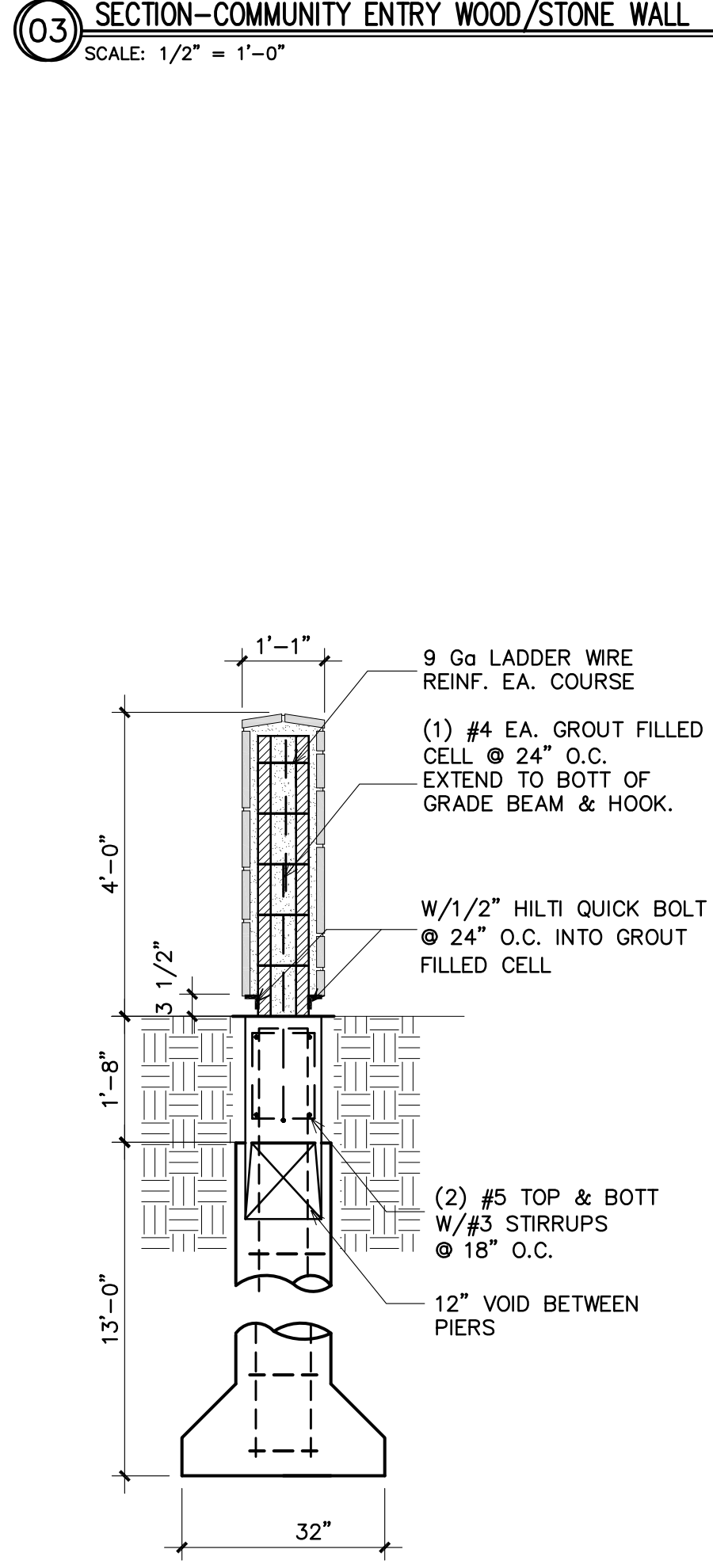
**03 SECTION-COMMUNITY ENTRY WOOD/STONE WALL**  
SCALE: 1/2" = 1'-0"



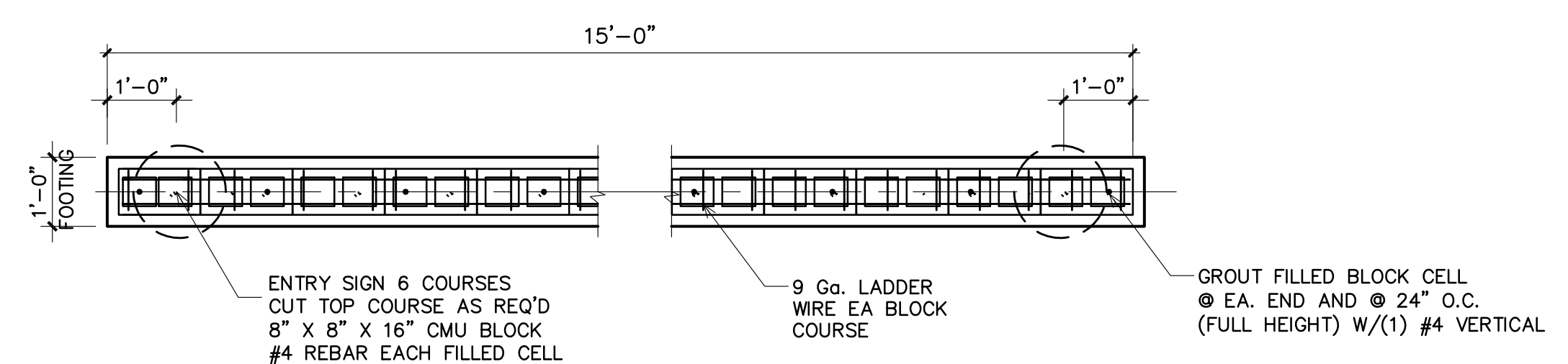
**08 PLAN-COMMUNITY STONE WALL**  
SCALE: 1/2" = 1'-0"



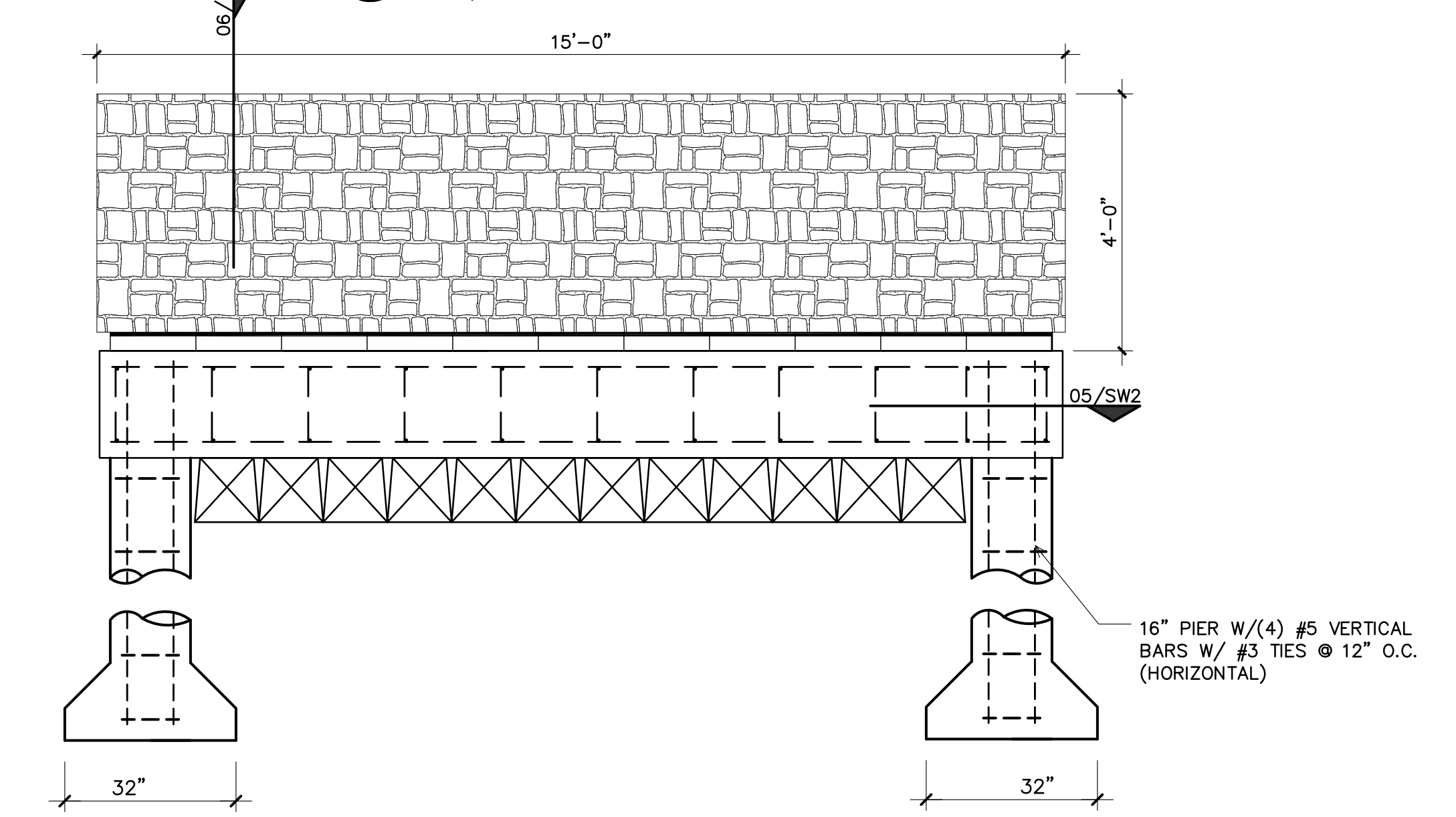
**07 ELEVATION-COMMUNITY STONE WALL**  
SCALE: 1/2" = 1'-0"



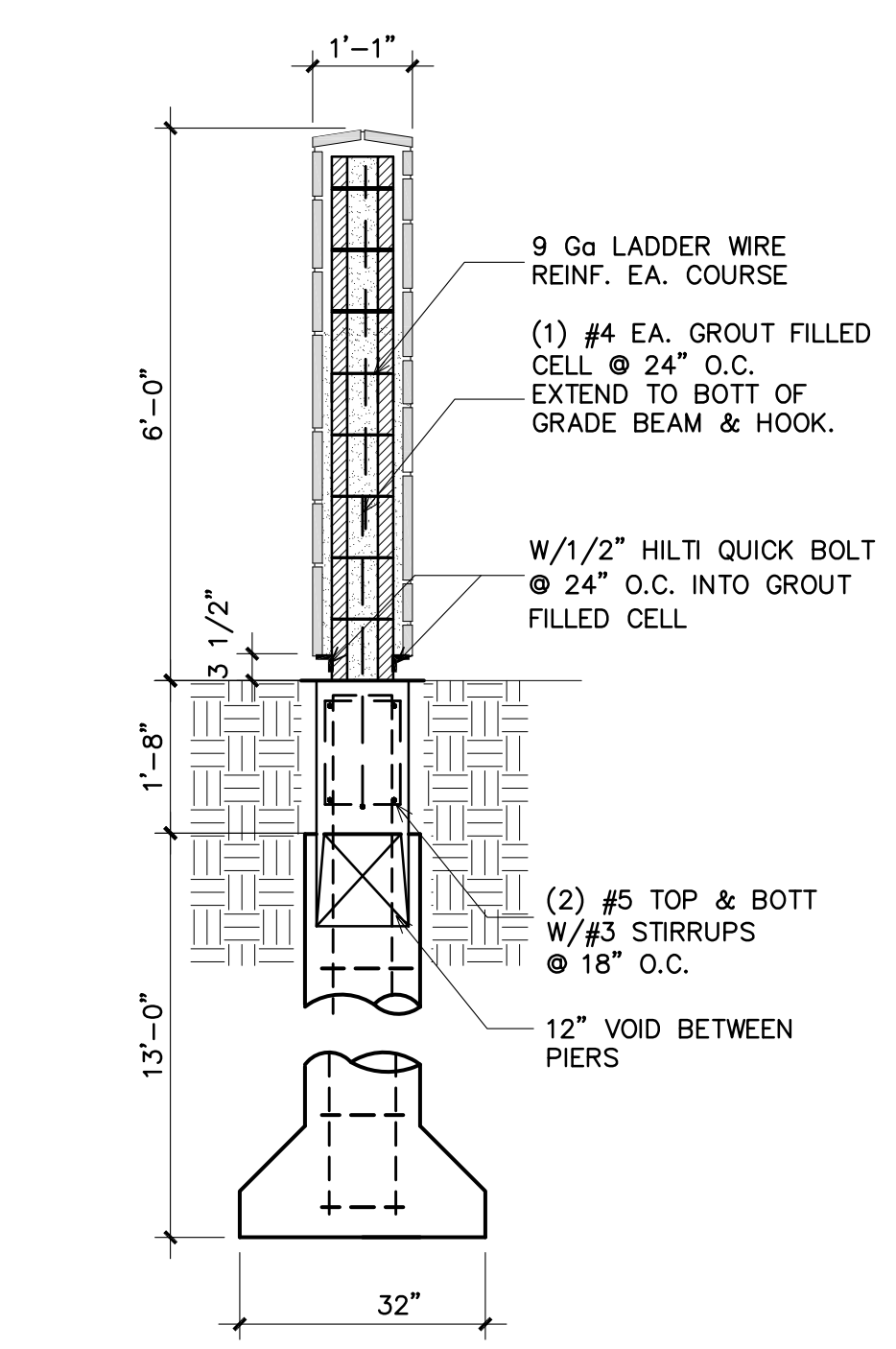
**06 SECTION-COMMUNITY SECONDARY STONE WALL**  
SCALE: 1/2" = 1'-0"



**05 PLAN-COMMUNITY SECONDARY STONE WALL**  
SCALE: 1/2" = 1'-0"



**04 ELEVATION-COMMUNITY SECONDARY STONE WALL**  
SCALE: 1/2" = 1'-0"



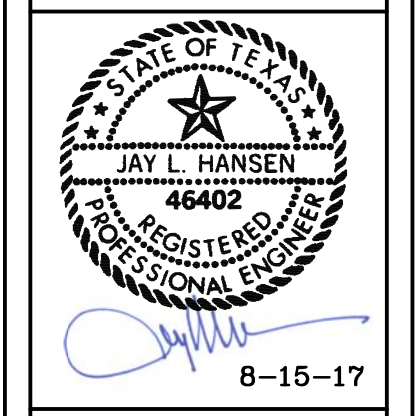
**09 SECTION-COMMUNITY STONE WALL**  
SCALE: 1/2" = 1'-0"

H & A ENGINEERS, INC.

**SCREENING WALL**  
**THE PARKS AT PANCHASARP FARMS PHASE 1**  
**BURLESON, TEXAS**

DATE: 8-15-17  
DRAWN BY: L.A.C.  
CHECKED BY: J.L.H.  
C-THOMAS KEARNS-FOOTINGS

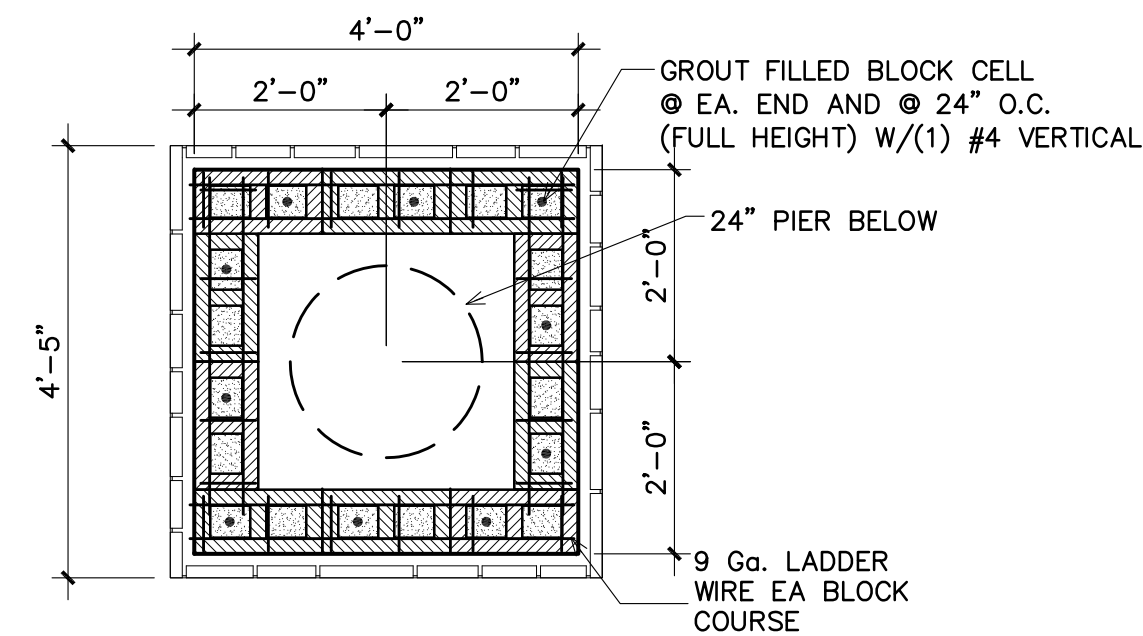
REVISIONS:



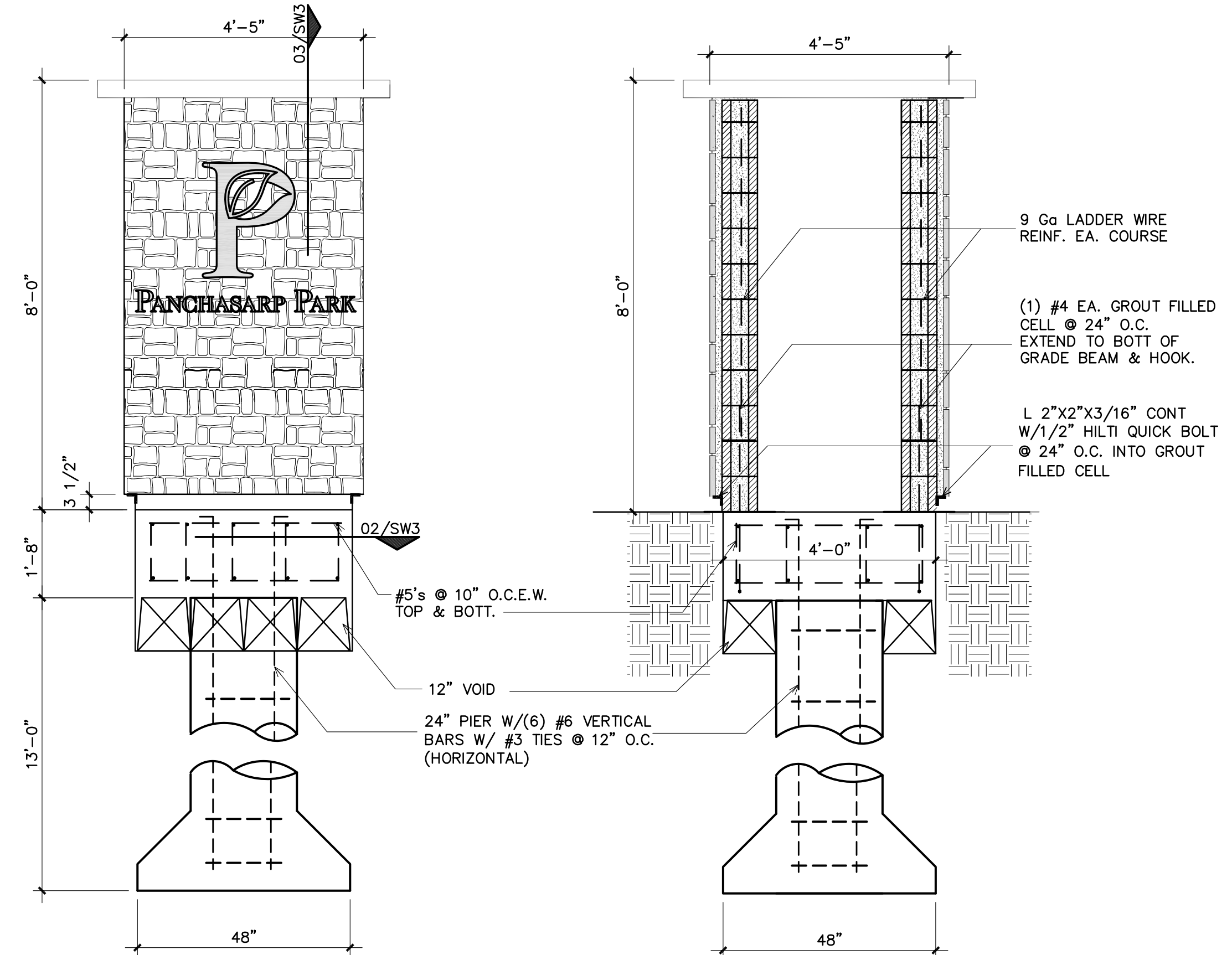
SHEET: THINWALL

**SW2**  
OF 3 SHEETS

731 EL BARCO, CORSICANA, TEXAS 75109  
METRO 817/268-9621  
TBBE FIRM REGISTRATION NUMBER F-753  
903-641-0427

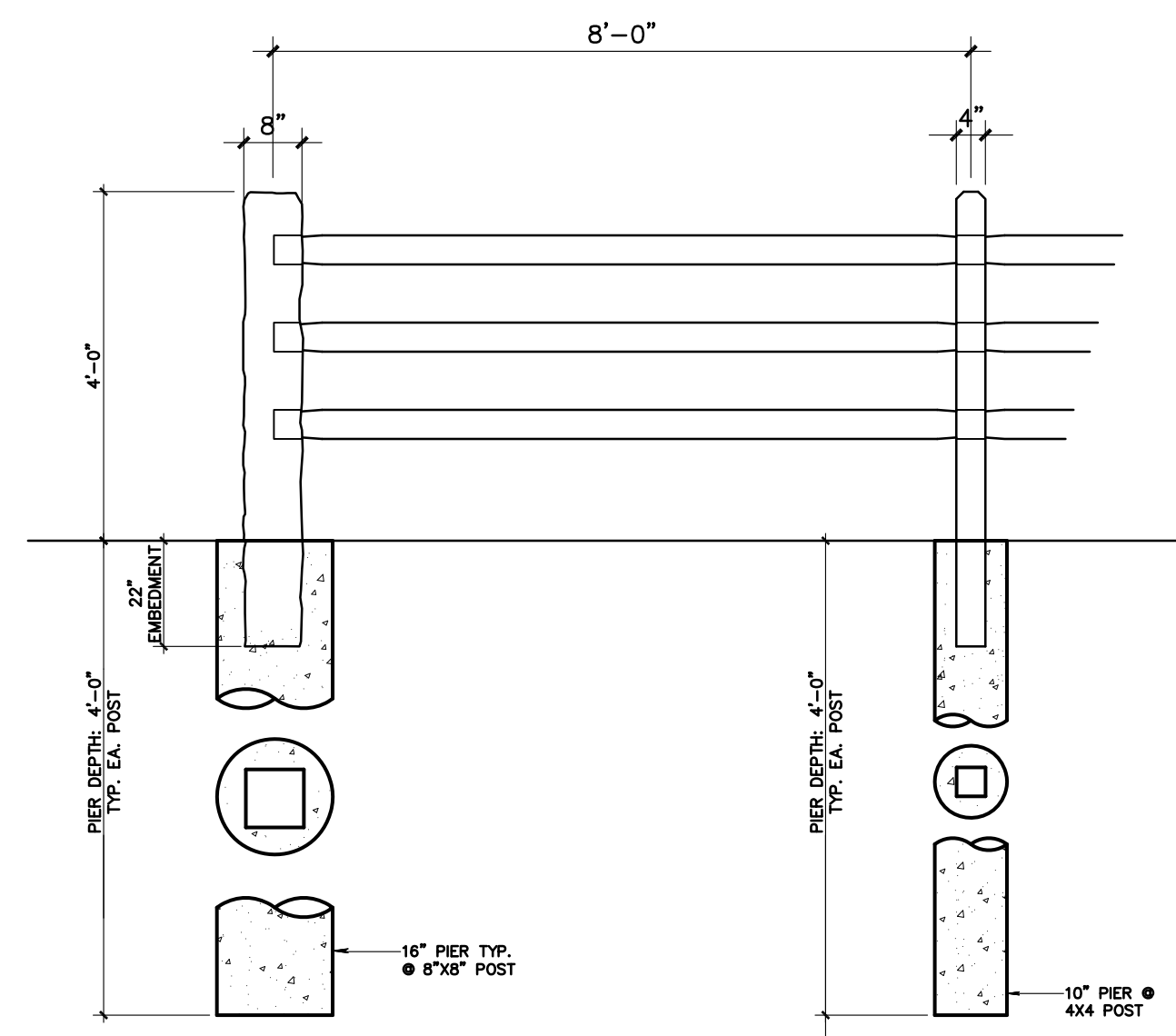


**02 PLAN-ENTRY MONUMENT COLUMN**  
SCALE: 1/2" = 1'-0"



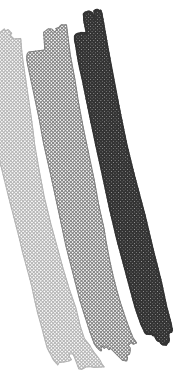
**01 ELEVATION-ENTRY MONUMENT COLUMN**  
SCALE: 1/2" = 1'-0"

**03 SECTION-ENTRY MONUMENT COLUMN**  
SCALE: 1/2" = 1'-0"



**04 ELEVATION-RAIL FENCE**  
SCALE: 1/2" = 1'-0"

H & A ENGINEERS, INC.



731 EL BARCO, CORPUSCANA, TEXAS 78109 Metro 817/268-8621  
TBBE FIRM REGISTRATION NUMBER F-753 903-641-0427

**SCREENING WALL**  
**THE PARKS AT PANCHASARP FARMS PHASE 1**  
**BURLESON, TEXAS**

DATE:  
8-15-17  
DRAWN BY:  
L.A.C.  
CHECKED BY:  
J.L.H.  
C-THOMAS KEARNS-  
FOOTINGS

REVISIONS:



SHEET:  
THINWALL

**SW3**  
OF 3 SHEETS





All Lakewood landscaping (trees, grass, bushes) on both sides of sidewalks and all of me







THE PARKS AT  
PANCHASARP FARMS,  
PHASE 5

FUTURE THE PARKS AT  
PANCHASARP FARMS,  
PHASE 5

CALLED 15.166 ACRES  
JOSHUA INDEPENDENT SCHOOL DISTRICT  
INST. No. 2017-4997  
D.R.J.C.T.

COMMON  
AREA S

COMMON  
AREA T

THE PARKS AT  
PANCHASARP FARMS  
PHASE 7

THE PARKS AT  
PANCHASARP FARMS  
PHASE 4

THE PARKS STREET

THE PARKS AT  
PANCHASARP FARMS  
PHASE 1

LAKEWOOD DRIVE

RICHARD STREET

VANEE STREET

ALYSSA STREET

LEE STREET

ALINA STREET

STEVE STREET

LILA STREET

AURORA HILLS TRAIL

CHUMSAI WAY

CHAMP WAY

MOUNTAIN VALLEY HEIGHTS,  
PHASE I  
VOL. 9, PG. 98  
P.R.J.C.T.

COMMON  
AREA P

COMMON  
AREA G

PARK  
AREA U

PARK  
AREA R

COMMON  
AREA O

PARK  
AREA V





**APPENDIX D**  
**LAND USE CLASS, EQUIVALENT UNITS, ASSESSMENT PER EQUIVALENT UNIT**

## **APPENDIX D**

For purposes of calculating and allocating the Assessments, the Assessed Property has been classified in one of three Lot Types.

**“Lot Type 1”** means lots identified as such on the Assessment Roll, being Lots typically with a Lot width of approximately 70 feet and more fully described in the development standards of the Planned Development.

**“Lot Type 2”** means lots identified as such on the Assessment Roll, being Lots typically with a Lot width of approximately 65 to 69 feet and more fully described in the development standards of the Planned Development.

**“Lot Type 3”** means lots identified as such on the Assessment Roll, being Lots typically with a Lot width of approximately 60 to 64 feet and more fully described in the development standards of the Planned Development.

**“Lot Type 4”** means lots identified as such on the Assessment Roll, being Lots typically with a Lot width of approximately 55 to 69 feet and more fully described in the development standards of the Planned Development.

**“Lot Type 5”** means lots identified as such on the Assessment Roll, being Lots identified as multi-family Lots and more fully described in the development standards of the Planned Development.

### **A) Proposed Development**

Table D-A.1 shows the original proposed residential units to be developed within the PID.

**Table D-A.1**  
**Proposed Development within the PID - Original**

<b>Lot Type</b>	<b>Description</b>	<b>Proposed Development</b>	
Lot Type 1	70 Ft Lots	43	Units
Lot Type 2	65 Ft Lots	73	Units
Lot Type 3	60 Ft Lots	315	Units
Lot Type 4	55 Ft Lots	228	Units
Lot Type 5	Multi-Family	250	Units
<b>Total</b>		<b>909</b>	<b>Units</b>

Table D-A.2 shows the updated (2021) proposed residential units to be developed within the PID.

**Table D-A.2**  
**Proposed Development within the PID – Updated 2021**

<b>Lot Type</b>	<b>Description</b>	<b>Proposed Development</b>	
Lot Type 1	70 Ft Lots	43	Units
Lot Type 2	65 Ft Lots	73	Units
Lot Type 3	60 Ft Lots	304	Units
Lot Type 4	55 Ft Lots	239	Units
Lot Type 5	Multi-Family	250	Units
<b>Total</b>		<b>909</b>	<b>Units</b>

Table D-A.3 shows the original proposed Lot Types within Phase #1.

**Table D-A.3**  
**Proposed Development – Phase #1 – Original**

<b>Lot Type</b>	<b>Description</b>	<b>Proposed Development</b>	
Lot Type 1	70 Ft Lots	0	Units
Lot Type 2	65 Ft Lots	0	Units
Lot Type 3	60 Ft Lots	69	Units
Lot Type 4	55 Ft Lots	29	Units
Lot Type 5	Multi-Family	0	Units
<b>Total</b>		<b>98</b>	<b>Units</b>

Table D-A.4 shows the proposed Lot Types within Phase #1 updated in 2021.

**Table D-A.4**  
**Proposed Development – Phase #1 – Updated 2021**

<b>Lot Type</b>	<b>Description</b>	<b>Proposed Development</b>	
Lot Type 1	70 Ft Lots	0	Units
Lot Type 2	65 Ft Lots	0	Units
Lot Type 3	60 Ft Lots	58	Units
Lot Type 4	55 Ft Lots	40	Units
Lot Type 5	Multi-Family	0	Units
<b>Total</b>		<b>98</b>	<b>Units</b>

Table D-A.5 shows the original proposed Lot Types within Phase #2.

**Table D-A.5**  
**Proposed Development – Phase #2 – Original**

<b>Lot Type</b>	<b>Description</b>	<b>Proposed Development</b>	
Lot Type 1	70 Ft Lots	0	Units
Lot Type 2	65 Ft Lots	0	Units
Lot Type 3	60 Ft Lots	35	Units
Lot Type 4	55 Ft Lots	95	Units
Lot Type 5	Multi-Family	0	Units
<b>Total</b>		<b>130</b>	<b>Units</b>

Table D-A.6 in the following page shows the proposed Lot Types within Phase #3.

**Table D-A.6**  
**Proposed Development – Phase #3**

<b>Lot Type</b>	<b>Description</b>	<b>Proposed Development</b>	
Lot Type 1	70 Ft Lots	3	Units
Lot Type 2	65 Ft Lots	32	Units
Lot Type 3	60 Ft Lots	89	Units
Lot Type 4	55 Ft Lots	28	Units
Lot Type 5	Multi-Family	0	Units
<b>Total</b>		<b>152</b>	<b>Units</b>

Table D-A.7 shows the proposed Lot Types within Future Phases.

**Table D-A.7**  
**Proposed Development – Future Phases**

<b>Lot Type</b>	<b>Description</b>	<b>Proposed Development</b>	
Lot Type 1	70 Ft Lots	25	Units
Lot Type 2	65 Ft Lots	39	Units
Lot Type 3	60 Ft Lots	151	Units
Lot Type 4	55 Ft Lots	64	Units
Lot Type 5	Multi-Family	250	Units
<b>Total</b>		<b>529</b>	<b>Units</b>

As explained under Section V.C, for purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the portion of the Park Improvements to be financed shall be allocated to the Assessed Property by spreading the entire Assessment across the Parcels based on the estimated Equivalent Units.

For purposes of this Service and Assessment Plan, the City Council has determined that the Assessments shall be allocated to the Assessed Property on the basis of the average home value of each Lot Type, and that such method of allocation will result in the imposition of equal shares of the Assessments on Parcels similarly benefited. In determining the average home value of each Lot Type,



the City Council has taken into consideration (i) the type of lots (i.e., 70 Ft, 65 Ft, etc.); (ii) current and projected home prices; (iii) the costs of the Authorized Improvements, and (iv) the ability of different property types to utilize and benefit from the Authorized Improvements.

Having taken into consideration the matters described above, the City Council has determined that allocating the Assessments among Parcels based on average home value is best accomplished by creating classifications of benefited Parcels based on the “Lot Types” defined above. These classifications (from Lot Type 1 (70 Ft Lots) representing the highest value to Lot Type 5 (Multi-Family Lot) representing the lowest value for residential lots are set forth in Table D-A.8. Assessments are allocated to each Lot Type on the basis of the average home value for each class of lots. 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 assessment class, setting the Equivalent Unit factor for Lot Type 1 (70 Ft Lots) to 1.0.

**Table D-A.8**  
**Equivalent Unit Factors**

<b>Lot Type</b>	<b>Estimated Average Unit Value</b>	<b>Equivalent Unit Factor</b>	
Lot Type 1 (70 Ft Lot)	\$340,000	1.00	per dwelling unit
Lot Type 2 (65 Ft Lot)	\$315,000	0.93	per dwelling unit
Lot Type 3 (60 Ft Lot)	\$293,000	0.86	per dwelling unit
Lot Type 4 (55 Ft Lot)	\$269,000	0.79	per dwelling unit
Lot Type 6 (Multi-Family)	\$105,000	0.31	per dwelling unit

The original total estimated Equivalent Units for Phase #1 are shown in Table D-A.9 as calculated based on the Equivalent Unit factors shown in Table D-A.8, estimated Lot Types and number of units estimated to be built within Phase #1.

**Table D-A.9**  
**Equivalent Units - Phase #1 - Original**

<b>Lot Type</b>	<b>No. of units</b>	<b>Equivalent Unit Factor</b>	<b>Total Equivalent Units</b>
Lot Type 1 (70 Ft Lot)	0	1.00	0.00
Lot Type 2 (65 Ft Lot)	0	0.93	0.00
Lot Type 3 (60 Ft Lot)	69	0.86	59.34
Lot Type 4 (55 Ft Lot)	29	0.79	22.91
Lot Type 6 (Multi-Family)	0	0.31	0.00
<b>Total Equivalent Units</b>	<b>98</b>		<b>82.25</b>

The updated (2021) total estimated Equivalent Units for Phase #1 are shown in Table D-A.10 as calculated based on the Equivalent Unit factors shown in Table D-A.8, estimated Lot Types and number of units estimated to be built within Phase #1.

**Table D-A.10**  
**Equivalent Units - Phase #1 – Updated 2021**

<b>Lot Type</b>	<b>No. of units</b>	<b>Equivalent Unit Factor</b>	<b>Total Equivalent Units</b>
Lot Type 1 (70 Ft Lot)	0	1.00	0.00
Lot Type 2 (65 Ft Lot)	0	0.93	0.00
Lot Type 3 (60 Ft Lot)	58	0.86	49.88
Lot Type 4 (55 Ft Lot)	40	0.79	31.60
Lot Type 6 (Multi-Family)	0	0.31	0.00
<b>Total Equivalent Units</b>	<b>98</b>		<b>81.48</b>

The original total estimated Equivalent Units for Phase #2 are shown in Table D-A.12 as calculated based on the Equivalent Unit factors shown in Table D-A.8, estimated Lot Types and number of units estimated to be built within Phase #2.

**Table D-A.11**  
**Equivalent Units- Phase #2 – Original**

<b>Lot Type</b>	<b>No. of units</b>	<b>Equivalent Unit Factor</b>	<b>Total Equivalent Units</b>
Lot Type 1 (70 Ft Lot)	0	1.00	0.00
Lot Type 2 (65 Ft Lot)	0	0.93	0.00
Lot Type 3 (60 Ft Lot)	35	0.86	30.10
Lot Type 4 (55 Ft Lot)	95	0.79	75.05
Lot Type 6 (Multi-Family)	0	0.31	0.00
<b>Total Equivalent Units</b>	<b>130</b>		<b>105.15</b>

The total estimated Equivalent Units for Phase #3 are shown in Table D-A.14 as calculated based on the Equivalent Unit factors shown in Table D-A.8, estimated Lot Types and number of units estimated to be built within Phase #3.

**Table D-A.12**  
**Equivalent Units- Phase #3**

<b>Lot Type</b>	<b>No. of units</b>	<b>Equivalent Unit Factor</b>	<b>Total Equivalent Units</b>
Lot Type 1 (70 Ft Lot)	3	1.00	3.00
Lot Type 2 (65 Ft Lot)	32	0.93	29.76
Lot Type 3 (60 Ft Lot)	89	0.86	76.54
Lot Type 4 (55 Ft Lot)	28	0.79	22.12
Lot Type 6 (Multi-Family)	0	0.31	0.00
<b>Total Equivalent Units</b>	<b>152</b>		<b>131.42</b>

The total estimated Equivalent Units for Future Phases are shown in Table D-A.15 as calculated based on the Equivalent Unit factors shown in Table D-A.8, estimated Lot Types and number of units estimated to be built within Future Phases.

**Table D-A.13**  
**Estimated Equivalent Units- Future Phases**

<b>Lot Type</b>	<b>No. of units</b>	<b>Equivalent Unit Factor</b>	<b>Total Equivalent Units</b>
Lot Type 1 (70 Ft Lot)	40	1.00	40.00
Lot Type 2 (65 Ft Lot)	41	0.93	38.13
Lot Type 3 (60 Ft Lot)	122	0.86	104.92
Lot Type 4 (55 Ft Lot)	76	0.79	60.04
Lot Type 6 (Multi-Family)	250	0.31	77.50
<b>Total Equivalent Units</b>	<b>529</b>		<b>320.59</b>

**B) Allocation of Assessments to Lots within the Phase #1 (Original)**

The original total amount of the Phase #1 Reimbursement Agreement payable from Assessments, which represented the total Assessment to be allocated on all Parcels within Phase #1, was \$374,134. As shown in Table D-A.9, there were a total of 82.25 estimated Equivalent Units in Phase #1, which resulted in an Assessment per Equivalent Unit of \$4,585.22.

The Assessment per dwelling unit or acre was calculated as the product of (i) \$4,585.22 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 3 (60 Ft Lot) dwelling unit was \$3,943.29 (i.e.  $\$4,585.22 \times 0.86 = \$3,948.05$ ). The Assessment for a Lot Type 4 (55 Ft Lot) dwelling unit was \$3,622.33 (i.e.  $\$4,585.22 \times 0.79 = \$3,626.70$ ). Table D-B.1 sets forth the original Assessment per dwelling unit for each applicable Lot Type.

**Table D-B.1**  
**Assessment Per Unit – Phase #1 - Original**

<b>Description</b>	<b>No. of Units</b>	<b>Assessment Per Equivalent Unit</b>	<b>Equivalent Unit Factor</b>	<b>Assessment per Unit</b>	<b>Total Assessments</b>
Lot Type 3 (60 Ft Lot)	69	\$4,585.22	0.86	\$3,943.29 per unit	\$272,087
Lot Type 4 (55 Ft Lot)	29	\$4,585.22	0.79	\$3,622.33 per unit	\$105,047
<b>Total</b>	<b>98</b>				<b>\$374,134</b>

The original projected tax rate equivalent per unit calculated based on the estimated finished home values for each unit is shown in Table D-B.2.

**Table D-B.2**  
**Estimated Tax Rate Equivalent per Unit – Phase #1 – Original**

<b>Description</b>	<b>No. of Units</b>	<b>Projected Home Value per unit</b>	<b>Projected Average Annual Installment per Unit</b>	<b>Tax Rate Equivalent (per \$100 Home Value)</b>
Lot Type 3 (60 Ft Lot)	69	\$293,000	\$634.44	\$0.217
Lot Type 4 (55 Ft Lot)	29	\$269,000	\$582.80	\$0.217

**C) Allocation of Assessments to Lots within the Phase #1 (Updated 2021)**

The updated (2021) total amount of the Phase #1 Reimbursement Agreement payable from Assessments, which represents the total Assessment allocated on all Parcels within Phase #1, was \$374,055. As shown in Table D-A.10, there were a total of 81.48 estimated Equivalent Units in Phase #1, resulting in an Assessment per Equivalent Unit of \$4,590.75.

The Assessment per dwelling unit or acre was calculated as the product of (i) \$4,590.75 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 3 (60 Ft Lot) dwelling unit was \$3,948.05 (i.e.  $\$4,590.75 \times 0.86 = \$3,948.05$ ). The Assessment for a Lot Type 4 (55 Ft Lot) dwelling unit was \$3,626.70 (i.e.  $\$4,590.75 \times 0.79 = \$3,626.70$ ). Table D-C.1 sets forth the updated (2021) Assessment per dwelling unit for each applicable Lot Type.

**Table D-C.1**  
**Assessment Per Unit – Phase #1 – Updated 2021**

Description	No. of Units	Assessment Per Equivalent Unit	Equivalent Unit Factor	Assessment per Unit	Total Assessments
Lot Type 3 (60 Ft Lot)	58	\$4,590.75	0.86	\$3,948.05 per unit	\$228,987
Lot Type 4 (55 Ft Lot)	40	\$4,590.75	0.79	\$3,626.70 per unit	\$145,068
<b>Total</b>	<b>98</b>				<b>\$374,055</b>

The updated (2021) projected tax rate equivalent per unit calculated based on the estimated finished home values for each unit is shown in Table D-C.2.

**Table D-C.2**  
**Estimated Tax Rate Equivalent per Unit – Phase #1 – Updated 2021**

Description	No. of Units	Projected Home Value per unit	Projected Average Annual Installment per Unit	Tax Rate Equivalent (per \$100 Home Value)
Lot Type 3 (60 Ft Lot)	35	\$370,000	\$635.21	\$0.172
Lot Type 4 (55 Ft Lot)	95	\$345,000	\$583.50	\$0.169

**D) Allocation of Assessments to Lots within the Phase #2 (Original)**

The original total amount of the Phase #2 Reimbursement payable from Assessments, which represented the total Assessment allocated on all Parcels within Phase #2, was \$482,718. As shown in Table D-A.12, there were a total of 105.15 estimated Equivalent Units in Phase #2, which resulted in an Assessment per Equivalent Unit of \$4,590.75.

The Assessment per dwelling unit or acre was calculated as the product of (i) \$4,590.75 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 3 (60 Ft Lot) dwelling unit was \$3,948.05 (i.e.  $\$4,590.75 \times 0.86 = \$3,948.05$ ). The Assessment

for a Lot Type 4 (55 Ft Lot) dwelling unit was \$3,626.70 (i.e.  $\$4,590.75 \times 0.79 = \$3,626.70$ ). Table D-D.1 sets forth the original Assessment per dwelling unit for each applicable Lot Type.

**Table D-D.1**  
**Assessment Per Unit – Phase #2 – Original**

Description	No. of Units	Assessment Per Equivalent Unit	Equivalent Unit Factor	Assessment per Unit	Total Assessments
Lot Type 3 (60 Ft Lot)	35	\$4,590.75	0.86	\$3,948.05 per unit	\$138,182
Lot Type 4 (55 Ft Lot)	95	\$4,590.75	0.79	\$3,626.70 per unit	\$344,536
<b>Total</b>	<b>130</b>				<b>\$482,718</b>

The original projected tax rate equivalent per unit calculated based on the estimated finished home values for each unit is shown in Table D-D.2.

**Table D-D.2**  
**Estimated Tax Rate Equivalent per Unit – Phase #2**

Description	No. of Units	Projected Home Value per unit	Projected Average Annual Installment per Unit	Tax Rate Equivalent (per \$100 Home Value)
Lot Type 3 (60 Ft Lot)	35	\$370,000	\$618.90	\$0.167
Lot Type 4 (55 Ft Lot)	95	\$345,000	\$568.52	\$0.165

#### **E) Allocation of Assessments to Lots within the Phase #3**

The total amount of the Phase #3 Reimbursement payable from Assessments, which represents the total Assessment to be allocated on all Parcels within Phase #3, is \$603,317. As shown in Table D-A.12, there are a total of 131.42 estimated Equivalent Units in Phase #3, resulting in an Assessment per Equivalent Unit of \$4,590.75.

The Assessment per dwelling unit or acre is calculated as the product of (i) \$4,590.75 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 1 (70 Ft Lot) dwelling unit is \$4,590.75 (i.e.  $\$4,590.75 \times 1.00 = \$4,590.75$ ). The Assessment for a Lot Type 2 (65 Ft Lot) dwelling unit is \$4,269.40 (i.e.  $\$4,590.75 \times 0.93 = \$4,269.40$ ). The Assessment for a Lot Type 3 (55 Ft Lot) dwelling unit is \$3,948.05 (i.e.  $\$4,590.75 \times 0.86 = \$3,948.05$ ). The Assessment for a Lot Type 4 (55 Ft Lot) dwelling unit is \$3,626.70 (i.e.  $\$4,590.75 \times 0.79 = \$3,626.70$ ). Table D-E.1 in the following page sets forth the Assessment per dwelling unit for each applicable Lot Type.



**Table D-E.1**  
**Assessment Per Unit – Phase #3**

<b>Description</b>	<b>No. of Units</b>	<b>Assessment Per Equivalent Unit</b>	<b>Equivalent Unit Factor</b>	<b>Assessment per Unit</b>	<b>Total Assessments</b>
Lot Type 1 (70 Ft Lot)	3	\$4,590.75	1.00	\$4,590.75 per unit	\$13,772
Lot Type 2 (65 Ft Lot)	32	\$4,590.75	0.93	\$4,269.40 per unit	\$136,621
Lot Type 3 (60 Ft Lot)	89	\$4,590.75	0.86	\$3,948.05 per unit	\$351,376
Lot Type 4 (55 Ft Lot)	28	\$4,590.75	0.79	\$3,626.70 per unit	\$101,547
<b>Total</b>	<b>152</b>				<b>\$603,317</b>

The updated projected tax rate equivalent per unit calculated based on the estimated finished home values for each unit is shown in Table D-E.2.

**Table D-E.2**  
**Estimated Tax Rate Equivalent per Unit – Phase #3**

<b>Description</b>	<b>No. of Units</b>	<b>Projected Home Value per unit</b>	<b>Projected Average Annual Installment per Unit</b>	<b>Tax Rate Equivalent (per \$100 Home Value)</b>
Lot Type 1 (70 Ft Lot)	3	\$420,000	\$772.45	\$0.184
Lot Type 4 (55 Ft Lot)	32	\$395,000	\$718.38	\$0.182
Lot Type 3 (60 Ft Lot)	89	\$370,000	\$664.31	\$0.180
Lot Type 4 (55 Ft Lot)	28	\$345,000	\$610.24	\$0.177

**APPENDIX E**  
**PID ASSESSMENT NOTICE**

AFTER RECORDING RETURN TO:

_____  
_____  
_____  
_____]¹

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO  
CITY OF BURLESON, 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 Burleson, 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 ***Panchasarp Farms Public Improvement District*** (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 Johnson 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 JOHNSON            §

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 Johnson 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 JOHNSON

§

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 Johnson County.

**APPENDIX F**  
**PHASE #1 ASSESSMENT ROLL**

**Appendix F-1**  
**Phase #1 Assessment Roll - Aggregate**

**Parcel  
Assessment  
Total Units**

**All Parcels  
\$374,055  
81.48**

Year	Proposed Revised Principal ¹	Revised Interest ²	Administration Expense		
			Maintenance Assessment	Other Administrative Expenses ³	Annual Installment
9/30/2021	\$14,367	\$8,059	\$9,248	\$4,851	\$36,525
9/30/2022	\$28,102	\$17,947	\$21,430	\$11,336	\$78,816
9/30/2023	\$6,009	\$17,088	\$21,892	\$11,805	\$56,793
9/30/2024	\$6,366	\$16,604	\$21,892	\$12,185	\$57,047
9/30/2025	\$5,996	\$16,280	\$21,892	\$12,282	\$56,450
9/30/2026	\$6,320	\$15,974	\$21,892	\$12,528	\$56,713
9/30/2027	\$6,572	\$15,652	\$21,892	\$12,779	\$56,894
9/30/2028	\$6,896	\$15,316	\$21,892	\$13,034	\$57,138
9/30/2029	\$7,148	\$14,965	\$21,892	\$13,295	\$57,300
9/30/2030	\$7,710	\$14,600	\$21,892	\$13,561	\$57,762
9/30/2031	\$8,046	\$14,207	\$21,892	\$13,832	\$57,977
9/30/2032	\$8,299	\$13,797	\$21,892	\$14,109	\$58,096
9/30/2033	\$8,862	\$13,373	\$21,892	\$14,271	\$58,398
9/30/2034	\$9,438	\$12,921	\$21,892	\$14,277	\$58,528
9/30/2035	\$9,774	\$12,440	\$21,892	\$14,277	\$58,383
9/30/2036	\$10,027	\$11,942	\$21,892	\$14,277	\$58,137
9/30/2037	\$10,588	\$11,430	\$21,892	\$14,277	\$58,187
9/30/2038	\$11,164	\$10,890	\$21,892	\$14,277	\$58,223
9/30/2039	\$11,740	\$10,321	\$21,892	\$14,277	\$58,230
9/30/2040	\$12,316	\$9,722	\$21,892	\$14,277	\$58,207
9/30/2041	\$12,892	\$9,094	\$21,892	\$14,277	\$58,155
9/30/2042	\$13,706	\$8,437	\$21,892	\$14,277	\$58,312
9/30/2043	\$14,605	\$7,738	\$21,892	\$14,277	\$58,512
9/30/2044	\$15,195	\$6,993	\$21,892	\$14,277	\$58,356
9/30/2045	\$16,010	\$6,218	\$21,892	\$14,277	\$58,396
9/30/2046	\$16,908	\$5,401	\$21,892	\$14,277	\$58,478
9/30/2047	\$17,737	\$4,539	\$21,892	\$14,277	\$58,444
9/30/2048	\$18,636	\$3,634	\$21,892	\$14,277	\$58,439
9/30/2049	\$19,464	\$2,684	\$21,892	\$14,277	\$58,317
9/30/2050	\$20,458	\$1,691	\$21,892	\$14,277	\$58,318
9/30/2051	\$12,214	\$648	\$12,719	\$8,295	\$33,876
9/30/2052	\$490	\$25	\$462	\$301	\$1,278
<b>Total</b>	<b>\$374,056</b>	<b>\$330,630</b>	<b>\$656,826</b>	<b>\$411,175</b>	<b>\$1,772,686</b>

¹Proposed Revised Principal amounts for Assessment years ending 9/30/2021 through 9/30/2024 represent regularly scheduled principal payments and Assessment prepayments. Future principal and interest amounts shown above are subject to change based upon, but not limited to, additional prepayments received.

²The interest is calculated using a 5.10% interest rate for years 1 through 5 and an interest rate of 5.10% thereafter.

³The Administrative Expenses shown include estimates for the operations and maintenance of the Authorized Improvements, assessment collection costs, and other PID administrative expenses. These estimates will be updated each year as part of the Annual Service Plan Update.

**Appendix F-2**  
**Phase #1 Assessment Roll – 2020-21 Trigger**

<b>Lot(s)</b>	<b>41</b>
<b>Assessment</b>	<b>\$143,738</b>
<b>Total Equivalent Units</b>	<b>34.14</b>

Year	Proposed Revised Principal	Revised Interest ¹	Administration Expense		
			Maintenance Assessment	Other Administrative Expenses ²	Annual Installment ³
9/30/2021	\$2,425	\$8,058	\$9,248	\$4,851	\$24,583
9/30/2022	\$2,224	\$7,266	\$8,979	\$4,750	\$23,219
9/30/2023	\$2,673	\$6,956	\$9,173	\$5,006	\$23,808
9/30/2024	\$2,667	\$6,829	\$9,173	\$5,106	\$23,774
9/30/2025	\$2,513	\$6,821	\$9,173	\$5,146	\$23,653
9/30/2026	\$2,648	\$6,693	\$9,173	\$5,249	\$23,763
9/30/2027	\$2,754	\$6,558	\$9,173	\$5,354	\$23,839
9/30/2028	\$2,889	\$6,418	\$9,173	\$5,461	\$23,941
9/30/2029	\$2,995	\$6,270	\$9,173	\$5,571	\$24,008
9/30/2030	\$3,230	\$6,117	\$9,173	\$5,682	\$24,202
9/30/2031	\$3,371	\$5,953	\$9,173	\$5,796	\$24,292
9/30/2032	\$3,477	\$5,781	\$9,173	\$5,911	\$24,342
9/30/2033	\$3,713	\$5,603	\$9,173	\$5,980	\$24,469
9/30/2034	\$3,954	\$5,414	\$9,173	\$5,982	\$24,523
9/30/2035	\$4,095	\$5,212	\$9,173	\$5,982	\$24,462
9/30/2036	\$4,201	\$5,004	\$9,173	\$5,982	\$24,359
9/30/2037	\$4,437	\$4,789	\$9,173	\$5,982	\$24,380
9/30/2038	\$4,678	\$4,563	\$9,173	\$5,982	\$24,395
9/30/2039	\$4,919	\$4,324	\$9,173	\$5,982	\$24,398
9/30/2040	\$5,160	\$4,074	\$9,173	\$5,982	\$24,389
9/30/2041	\$5,402	\$3,810	\$9,173	\$5,982	\$24,367
9/30/2042	\$5,743	\$3,535	\$9,173	\$5,982	\$24,432
9/30/2043	\$6,120	\$3,242	\$9,173	\$5,982	\$24,516
9/30/2044	\$6,367	\$2,930	\$9,173	\$5,982	\$24,451
9/30/2045	\$6,708	\$2,605	\$9,173	\$5,982	\$24,468
9/30/2046	\$7,084	\$2,263	\$9,173	\$5,982	\$24,502
9/30/2047	\$7,432	\$1,902	\$9,173	\$5,982	\$24,488
9/30/2048	\$7,808	\$1,523	\$9,173	\$5,982	\$24,486
9/30/2049	\$8,156	\$1,125	\$9,173	\$5,982	\$24,435
9/30/2050	\$8,572	\$709	\$9,173	\$5,982	\$24,435
9/30/2051	\$5,118	\$271	\$5,329	\$3,476	\$14,194
9/30/2052	\$205	\$10	\$194	\$126	\$536
<b>Total</b>	<b>\$143,738</b>	<b>\$142,629</b>	<b>\$280,583</b>	<b>\$175,160</b>	<b>\$742,110</b>

¹The interest is calculated using 5.10% interest rate for years 1 through 5 and an interest rate of 5.10% thereafter.

²The Administrative Expenses shown include estimates for the operations and maintenance of the Authorized Improvements, Assessment collection costs, and other PID administration expenses. These estimates will be updated each year as part of the Annual Service Plan update.

³For years 2021 through 2023, represents actual amounts billed and collected as shown in the Annual Service Plan Update for each year. Does not include prepayments.

**Appendix F-2-A**  
**Phase #1 Assessment Roll by Lot Type – 2020-21 Trigger**

**Lot Type**  
**Equivalent Unit Factor**  
**Assessment**

**Lot Type 3 (60 Ft)**  
**0.86**  
**\$3,948.05**

Year	Principal	Interest ¹	Administration Expense		Annual Installment ³
			Maintenance Assessment	Other Administrative Expenses ²	
9/30/2021	\$61	\$203	\$233	\$122	\$619
9/30/2022	\$56	\$183	\$231	\$124	\$594
9/30/2023	\$67	\$175	\$231	\$126	\$600
9/30/2024	\$67	\$192	\$231	\$129	\$619
9/30/2025	\$74	\$188	\$231	\$131	\$625
9/30/2026	\$74	\$185	\$231	\$134	\$623
9/30/2027	\$81	\$181	\$231	\$136	\$629
9/30/2028	\$81	\$177	\$231	\$139	\$628
9/30/2029	\$88	\$173	\$231	\$142	\$633
9/30/2030	\$94	\$168	\$231	\$145	\$638
9/30/2031	\$94	\$163	\$231	\$148	\$636
9/30/2032	\$101	\$158	\$231	\$151	\$641
9/30/2033	\$108	\$153	\$231	\$151	\$643
9/30/2034	\$114	\$148	\$231	\$151	\$644
9/30/2035	\$114	\$142	\$231	\$151	\$638
9/30/2036	\$121	\$136	\$231	\$151	\$639
9/30/2037	\$128	\$130	\$231	\$151	\$640
9/30/2038	\$135	\$123	\$231	\$151	\$640
9/30/2039	\$141	\$117	\$231	\$151	\$640
9/30/2040	\$148	\$109	\$231	\$151	\$639
9/30/2041	\$155	\$102	\$231	\$151	\$638
9/30/2042	\$168	\$94	\$231	\$151	\$644
9/30/2043	\$175	\$85	\$231	\$151	\$642
9/30/2044	\$182	\$76	\$231	\$151	\$640
9/30/2045	\$195	\$67	\$231	\$151	\$644
9/30/2046	\$202	\$57	\$231	\$151	\$641
9/30/2047	\$215	\$47	\$231	\$151	\$644
9/30/2048	\$222	\$36	\$231	\$151	\$640
9/30/2049	\$236	\$25	\$231	\$151	\$642
9/30/2050	\$245	\$12	\$231	\$151	\$639
<b>Total</b>	<b>\$3,944</b>	<b>\$3,805</b>	<b>\$6,934</b>	<b>\$4,339</b>	<b>\$19,021</b>

¹The interest is calculated using 5.10% interest rate for years 1 through 5 and an interest rate of 5.10% thereafter.

²The Administrative Expenses shown include estimates for the operations and maintenance of the Authorized Improvements, Assessment collection costs, and other PID administration expenses. These estimates will be updated each year as part of the Annual Service Plan update.

³For years 2021 through 2023, represents actual amounts billed and collected as shown in the Annual Service Plan Update for each year. Does not include prepayments.



**Appendix F-2-B**  
**Phase #1 Assessment Roll by Lot Type – 2020-21 Trigger**

**Lot Type**  
**Equivalent Unit Factor**  
**Assessment**

**Lot Type 4 (55 Ft)**  
**0.79**  
**\$3,626.70**

Year	Principal	Interest ¹	Administration Expense		Annual Installment ³
			Maintenance Assessment	Other Administrative Expenses ²	
9/30/2021	\$56	\$186	\$214	\$112	\$569
9/30/2022	\$51	\$168	\$212	\$114	\$545
9/30/2023	\$62	\$161	\$212	\$116	\$551
9/30/2024	\$62	\$176	\$212	\$118	\$568
9/30/2025	\$68	\$173	\$212	\$121	\$574
9/30/2026	\$68	\$170	\$212	\$123	\$573
9/30/2027	\$74	\$166	\$212	\$125	\$578
9/30/2028	\$74	\$162	\$212	\$128	\$577
9/30/2029	\$80	\$158	\$212	\$130	\$582
9/30/2030	\$87	\$154	\$212	\$133	\$586
9/30/2031	\$87	\$150	\$212	\$136	\$585
9/30/2032	\$93	\$146	\$212	\$138	\$589
9/30/2033	\$99	\$141	\$212	\$138	\$590
9/30/2034	\$105	\$136	\$212	\$138	\$592
9/30/2035	\$105	\$130	\$212	\$138	\$586
9/30/2036	\$111	\$125	\$212	\$138	\$587
9/30/2037	\$118	\$119	\$212	\$138	\$588
9/30/2038	\$124	\$113	\$212	\$138	\$588
9/30/2039	\$130	\$107	\$212	\$138	\$588
9/30/2040	\$136	\$100	\$212	\$138	\$587
9/30/2041	\$142	\$93	\$212	\$138	\$586
9/30/2042	\$155	\$86	\$212	\$138	\$592
9/30/2043	\$161	\$78	\$212	\$138	\$590
9/30/2044	\$167	\$70	\$212	\$138	\$588
9/30/2045	\$179	\$62	\$212	\$138	\$592
9/30/2046	\$186	\$52	\$212	\$138	\$589
9/30/2047	\$198	\$43	\$212	\$138	\$592
9/30/2048	\$204	\$33	\$212	\$138	\$588
9/30/2049	\$216	\$23	\$212	\$138	\$590
9/30/2050	\$225	\$11	\$212	\$138	\$587
Total	\$3,623	\$3,495	\$6,369	\$3,986	\$17,473

¹The interest is calculated using 5.10% interest rate for years 1 through 5 and an interest rate of 5.10% thereafter.

²The Administrative Expenses shown include estimates for the operations and maintenance of the Authorized Improvements, Assessment collection costs, and other PID administration expenses. These estimates will be updated each year as part of the Annual Service Plan update.

³For years 2021 through 2023, represents actual amounts billed and collected as shown in the Annual Service Plan Update for each year. Does not include prepayments.

**Appendix F-3**  
**Phase #1 Assessment Roll – 2021-22 Trigger**

<b>Lot(s)</b>	<b>55</b>
<b>Assessment</b>	<b>\$196,910</b>
<b>Total Equivalent Units</b>	<b>45.62</b>

Year	Proposed Revised Principal	Revised Interest ¹	Administration Expense		Annual Installment ³
			Maintenance Assessment	Other Administrative Expenses ²	
9/30/2022	\$8,044	\$10,680	\$12,257	\$6,429	\$37,410
9/30/2023	\$3,214	\$9,728	\$12,257	\$6,558	\$31,757
9/30/2024	\$3,364	\$9,379	\$12,257	\$6,822	\$31,823
9/30/2025	\$3,564	\$9,297	\$12,257	\$6,822	\$31,940
9/30/2026	\$3,357	\$9,115	\$12,257	\$6,877	\$31,606
9/30/2027	\$3,538	\$8,944	\$12,257	\$7,014	\$31,753
9/30/2028	\$3,680	\$8,763	\$12,257	\$7,155	\$31,855
9/30/2029	\$3,861	\$8,576	\$12,257	\$7,298	\$31,991
9/30/2030	\$4,002	\$8,379	\$12,257	\$7,444	\$32,082
9/30/2031	\$4,317	\$8,175	\$12,257	\$7,593	\$32,341
9/30/2032	\$4,505	\$7,954	\$12,257	\$7,744	\$32,461
9/30/2033	\$4,647	\$7,725	\$12,257	\$7,899	\$32,528
9/30/2034	\$4,962	\$7,488	\$12,257	\$7,990	\$32,696
9/30/2035	\$5,284	\$7,235	\$12,257	\$7,994	\$32,769
9/30/2036	\$5,472	\$6,965	\$12,257	\$7,994	\$32,688
9/30/2037	\$5,614	\$6,686	\$12,257	\$7,994	\$32,551
9/30/2038	\$5,928	\$6,400	\$12,257	\$7,994	\$32,579
9/30/2039	\$6,251	\$6,097	\$12,257	\$7,994	\$32,599
9/30/2040	\$6,573	\$5,779	\$12,257	\$7,994	\$32,602
9/30/2041	\$6,896	\$5,443	\$12,257	\$7,994	\$32,590
9/30/2042	\$7,218	\$5,092	\$12,257	\$7,994	\$32,560
9/30/2043	\$7,674	\$4,724	\$12,257	\$7,994	\$32,648
9/30/2044	\$8,177	\$4,332	\$12,257	\$7,994	\$32,760
9/30/2045	\$8,507	\$3,915	\$12,257	\$7,994	\$32,673
9/30/2046	\$8,964	\$3,481	\$12,257	\$7,994	\$32,696
9/30/2047	\$9,467	\$3,024	\$12,257	\$7,994	\$32,741
9/30/2048	\$9,931	\$2,541	\$12,257	\$7,994	\$32,723
9/30/2049	\$10,434	\$2,035	\$12,257	\$7,994	\$32,719
9/30/2050	\$10,898	\$1,503	\$12,257	\$7,994	\$32,651
9/30/2051	\$11,454	\$947	\$12,257	\$7,994	\$32,652
9/30/2052	\$6,839	\$363	\$7,121	\$4,644	\$18,967
9/30/2053	\$274	\$14	\$259	\$169	\$716
<b>Total</b>	<b>\$196,910</b>	<b>\$190,776</b>	<b>\$375,090</b>	<b>\$234,350</b>	<b>\$997,126</b>

¹The interest is calculated using 5.10% interest rate for years 1 through 5 and an interest rate of 5.10% thereafter.

²The Administrative Expenses shown include estimates for the operations and maintenance of the Authorized Improvements, Assessment collection costs, and other PID administration expenses. These estimates will be updated each year as part of the Annual Service Plan update.

³For years 2022 through 2023, represents actual amounts billed and collected as shown in the Annual Service Plan Update for each year. Does not include prepayments.

**Appendix F-3-A**  
**Phase #1 Assessment Roll by Lot Type – 2021-22 Trigger**

**Lot Type**  
**Equivalent Unit Factor**  
**Assessment**

**Lot Type 3 (60 Ft)**  
**0.86**  
**\$3,948.05**

Year	Principal	Interest ¹	Administration Expense		Annual Installment ³
			Maintenance Assessment	Other Administrative Expenses ²	
9/30/2022	\$61	\$201	\$231	\$121	\$614
9/30/2023	\$61	\$183	\$231	\$124	\$599
9/30/2024	\$67	\$195	\$231	\$126	\$620
9/30/2025	\$67	\$192	\$231	\$129	\$619
9/30/2026	\$74	\$188	\$231	\$131	\$625
9/30/2027	\$74	\$185	\$231	\$134	\$623
9/30/2028	\$81	\$181	\$231	\$136	\$629
9/30/2029	\$81	\$177	\$231	\$139	\$628
9/30/2030	\$88	\$173	\$231	\$142	\$633
9/30/2031	\$94	\$168	\$231	\$145	\$638
9/30/2032	\$94	\$163	\$231	\$148	\$636
9/30/2033	\$101	\$158	\$231	\$151	\$641
9/30/2034	\$108	\$153	\$231	\$151	\$643
9/30/2035	\$114	\$148	\$231	\$151	\$644
9/30/2036	\$114	\$142	\$231	\$151	\$638
9/30/2037	\$121	\$136	\$231	\$151	\$639
9/30/2038	\$128	\$130	\$231	\$151	\$640
9/30/2039	\$135	\$123	\$231	\$151	\$640
9/30/2040	\$141	\$117	\$231	\$151	\$640
9/30/2041	\$148	\$109	\$231	\$151	\$639
9/30/2042	\$155	\$102	\$231	\$151	\$638
9/30/2043	\$168	\$94	\$231	\$151	\$644
9/30/2044	\$175	\$85	\$231	\$151	\$642
9/30/2045	\$182	\$76	\$231	\$151	\$640
9/30/2046	\$195	\$67	\$231	\$151	\$644
9/30/2047	\$202	\$57	\$231	\$151	\$641
9/30/2048	\$215	\$47	\$231	\$151	\$644
9/30/2049	\$222	\$36	\$231	\$151	\$640
9/30/2050	\$236	\$25	\$231	\$151	\$642
9/30/2051	\$245	\$12	\$231	\$151	\$639
<b>Total</b>	<b>\$3,948</b>	<b>\$3,823</b>	<b>\$6,932</b>	<b>\$4,338</b>	<b>\$19,041</b>

¹The interest is calculated using 5.10% interest rate for years 1 through 5 and an interest rate of 5.10% thereafter.

²The Administrative Expenses shown include estimates for the operations and maintenance of the Authorized Improvements, Assessment collection costs, and other PID administration expenses. These estimates will be updated each year as part of the Annual Service Plan update.

³For years 2022 through 2023, represents actual amounts billed and collected as shown in the Annual Service Plan Update for each year. Does not include prepayments.

**Appendix F-3-B**  
**Phase #1 Assessment Roll by Lot Type – 2021-22 Trigger**

**Lot Type**  
**Equivalent Unit Factor**  
**Assessment**

**Lot Type 4 (55 Ft)**  
**0.79**  
**\$3,626.70**

Year	Principal	Interest ¹	Administration Expense			Annual Installment ³
			Maintenance Assessment	Other Administrative Expenses ²		
9/30/2022	\$56	\$185	\$212	\$111		\$564
9/30/2023	\$56	\$168	\$212	\$114		\$550
9/30/2024	\$62	\$179	\$212	\$116		\$569
9/30/2025	\$62	\$176	\$212	\$118		\$568
9/30/2026	\$68	\$173	\$212	\$121		\$574
9/30/2027	\$68	\$170	\$212	\$123		\$573
9/30/2028	\$74	\$166	\$212	\$125		\$578
9/30/2029	\$74	\$162	\$212	\$128		\$577
9/30/2030	\$80	\$158	\$212	\$130		\$582
9/30/2031	\$87	\$154	\$212	\$133		\$586
9/30/2032	\$87	\$150	\$212	\$136		\$585
9/30/2033	\$93	\$146	\$212	\$138		\$589
9/30/2034	\$99	\$141	\$212	\$138		\$590
9/30/2035	\$105	\$136	\$212	\$138		\$592
9/30/2036	\$105	\$130	\$212	\$138		\$586
9/30/2037	\$111	\$125	\$212	\$138		\$587
9/30/2038	\$118	\$119	\$212	\$138		\$588
9/30/2039	\$124	\$113	\$212	\$138		\$588
9/30/2040	\$130	\$107	\$212	\$138		\$588
9/30/2041	\$136	\$100	\$212	\$138		\$587
9/30/2042	\$142	\$93	\$212	\$138		\$586
9/30/2043	\$155	\$86	\$212	\$138		\$592
9/30/2044	\$161	\$78	\$212	\$138		\$590
9/30/2045	\$167	\$70	\$212	\$138		\$588
9/30/2046	\$179	\$62	\$212	\$138		\$592
9/30/2047	\$186	\$52	\$212	\$138		\$589
9/30/2048	\$198	\$43	\$212	\$138		\$592
9/30/2049	\$204	\$33	\$212	\$138		\$588
9/30/2050	\$216	\$23	\$212	\$138		\$590
9/30/2051	\$225	\$11	\$212	\$138		\$587
<b>Total</b>	<b>\$3,627</b>	<b>\$3,512</b>	<b>\$6,368</b>	<b>\$3,985</b>		<b>\$17,491</b>

¹The interest is calculated using 5.10% interest rate for years 1 through 5 and an interest rate of 5.10% thereafter.

²The Administrative Expenses shown include estimates for the operations and maintenance of the Authorized Improvements, Assessment collection costs, and other PID administration expenses. These estimates will be updated each year as part of the Annual Service Plan update.

³For years 2022 through 2023, represents actual amounts billed and collected as shown in the Annual Service Plan Update for each year. Does not include prepayments.

**Appendix F-4**  
**Phase #1 Assessment Roll – 2022-23 Trigger**

<b>Lot(s)</b>	<b>2</b>
<b>Assessment</b>	<b>\$7,714</b>
<b>Total Equivalent Units</b>	<b>1.72</b>

<b>Administration Expense</b>						
<b>Year</b>	<b>Principal</b>	<b>Interest¹</b>	<b>Maintenance Assessment</b>	<b>Other Administrative Expenses²</b>	<b>Annual Installment³</b>	
9/30/2023	\$121	\$402	\$462	\$242	\$1,227	
9/30/2024	\$593	\$397	\$452	\$257	\$1,699	
9/30/2025	\$127	\$361	\$462	\$249	\$1,199	
9/30/2026	\$134	\$351	\$462	\$257	\$1,204	
9/30/2027	\$127	\$344	\$462	\$259	\$1,192	
9/30/2028	\$133	\$337	\$462	\$264	\$1,197	
9/30/2029	\$139	\$330	\$462	\$270	\$1,201	
9/30/2030	\$146	\$323	\$462	\$275	\$1,206	
9/30/2031	\$151	\$316	\$462	\$281	\$1,210	
9/30/2032	\$163	\$308	\$462	\$286	\$1,219	
9/30/2033	\$170	\$300	\$462	\$292	\$1,224	
9/30/2034	\$175	\$291	\$462	\$298	\$1,226	
9/30/2035	\$187	\$282	\$462	\$301	\$1,233	
9/30/2036	\$199	\$273	\$462	\$301	\$1,235	
9/30/2037	\$206	\$263	\$462	\$301	\$1,232	
9/30/2038	\$212	\$252	\$462	\$301	\$1,227	
9/30/2039	\$224	\$241	\$462	\$301	\$1,228	
9/30/2040	\$236	\$230	\$462	\$301	\$1,229	
9/30/2041	\$248	\$218	\$462	\$301	\$1,229	
9/30/2042	\$260	\$205	\$462	\$301	\$1,229	
9/30/2043	\$272	\$192	\$462	\$301	\$1,228	
9/30/2044	\$289	\$178	\$462	\$301	\$1,231	
9/30/2045	\$308	\$163	\$462	\$301	\$1,235	
9/30/2046	\$321	\$148	\$462	\$301	\$1,232	
9/30/2047	\$338	\$131	\$462	\$301	\$1,233	
9/30/2048	\$357	\$114	\$462	\$301	\$1,234	
9/30/2049	\$374	\$96	\$462	\$301	\$1,234	
9/30/2050	\$393	\$77	\$462	\$301	\$1,234	
9/30/2051	\$411	\$57	\$462	\$301	\$1,231	
9/30/2052	\$432	\$36	\$462	\$301	\$1,231	
9/30/2053	\$258	\$14	\$268	\$175	\$715	
9/30/2054	\$10	\$1	\$10	\$6	\$27	
<b>Total</b>	<b>\$7,714</b>	<b>\$7,229</b>	<b>\$14,132</b>	<b>\$8,837</b>	<b>\$37,912</b>	

¹The interest is calculated using 5.10% interest rate for years 1 through 5 and an interest rate of 5.10% thereafter.

²The Administrative Expenses shown include estimates for the operations and maintenance of the Authorized Improvements, Assessment collection costs, and other PID administration expenses. These estimates will be updated each year as part of the Annual Service Plan update.

³For year 2023, represents actual amounts billed and collected as shown in the Annual Service Plan Update for each year. Does not include prepayments.



**Appendix F-4-A**  
**Phase #1 Assessment Roll by Lot Type – 2022-23 Trigger**

**Lot Type**  
**Equivalent Unit Factor**  
**Assessment**

**Lot Type 3 (60 Ft)**  
**0.86**  
**\$3,948.05**

Year	Principal	Interest ¹	Administration Expense			Annual Installment ³
			Maintenance Assessment	Other Administrative Expenses ²		
9/30/2023	\$61	\$201	\$231	\$121		\$614
9/30/2024	\$61	\$198	\$231	\$124		\$614
9/30/2025	\$67	\$195	\$231	\$126		\$620
9/30/2026	\$67	\$192	\$231	\$129		\$619
9/30/2027	\$74	\$188	\$231	\$131		\$625
9/30/2028	\$74	\$185	\$231	\$134		\$623
9/30/2029	\$81	\$181	\$231	\$136		\$629
9/30/2030	\$81	\$177	\$231	\$139		\$628
9/30/2031	\$88	\$173	\$231	\$142		\$633
9/30/2032	\$94	\$168	\$231	\$145		\$638
9/30/2033	\$94	\$163	\$231	\$148		\$636
9/30/2034	\$101	\$158	\$231	\$151		\$641
9/30/2035	\$108	\$153	\$231	\$151		\$643
9/30/2036	\$114	\$148	\$231	\$151		\$644
9/30/2037	\$114	\$142	\$231	\$151		\$638
9/30/2038	\$121	\$136	\$231	\$151		\$639
9/30/2039	\$128	\$130	\$231	\$151		\$640
9/30/2040	\$135	\$123	\$231	\$151		\$640
9/30/2041	\$141	\$117	\$231	\$151		\$640
9/30/2042	\$148	\$109	\$231	\$151		\$639
9/30/2043	\$155	\$102	\$231	\$151		\$638
9/30/2044	\$168	\$94	\$231	\$151		\$644
9/30/2045	\$175	\$85	\$231	\$151		\$642
9/30/2046	\$182	\$76	\$231	\$151		\$640
9/30/2047	\$195	\$67	\$231	\$151		\$644
9/30/2048	\$202	\$57	\$231	\$151		\$641
9/30/2049	\$215	\$47	\$231	\$151		\$644
9/30/2050	\$222	\$36	\$231	\$151		\$640
9/30/2051	\$236	\$25	\$231	\$151		\$642
9/30/2052	\$245	\$12	\$231	\$151		\$639
<b>Total</b>	<b>\$3,948</b>	<b>\$3,838</b>	<b>\$6,932</b>	<b>\$4,338</b>		<b>\$19,055</b>

¹The interest is calculated using 5.10% interest rate for years 1 through 5 and an interest rate of 5.10% thereafter.

²The Administrative Expenses shown include estimates for the operations and maintenance of the Authorized Improvements, Assessment collection costs, and other PID administration expenses. These estimates will be updated each year as part of the Annual Service Plan update.

³For year 2023, represents actual amounts billed and collected as shown in the Annual Service Plan Update for each year. Does not include prepayments.

**Appendix F-4-B**

**Phase #1 Assessment Roll by Lot Type – 2022-23 Trigger**

**Lot Type**

**Equivalent Unit Factor**

**Assessment**

**Lot Type 4 (55 Ft)**

**0.79**

**\$3,626.70**

Year	Principal	Interest ¹	Administration Expense		Annual Installment ³
			Maintenance Assessment	Other Administrative Expenses ²	
9/30/2023	\$56	\$185	\$212	\$111	\$564
9/30/2024	\$56	\$182	\$212	\$114	\$564
9/30/2025	\$62	\$179	\$212	\$116	\$569
9/30/2026	\$62	\$176	\$212	\$118	\$568
9/30/2027	\$68	\$173	\$212	\$121	\$574
9/30/2028	\$68	\$170	\$212	\$123	\$573
9/30/2029	\$74	\$166	\$212	\$125	\$578
9/30/2030	\$74	\$162	\$212	\$128	\$577
9/30/2031	\$80	\$158	\$212	\$130	\$582
9/30/2032	\$87	\$154	\$212	\$133	\$586
9/30/2033	\$87	\$150	\$212	\$136	\$585
9/30/2034	\$93	\$146	\$212	\$138	\$589
9/30/2035	\$99	\$141	\$212	\$138	\$590
9/30/2036	\$105	\$136	\$212	\$138	\$592
9/30/2037	\$105	\$130	\$212	\$138	\$586
9/30/2038	\$111	\$125	\$212	\$138	\$587
9/30/2039	\$118	\$119	\$212	\$138	\$588
9/30/2040	\$124	\$113	\$212	\$138	\$588
9/30/2041	\$130	\$107	\$212	\$138	\$588
9/30/2042	\$136	\$100	\$212	\$138	\$587
9/30/2043	\$142	\$93	\$212	\$138	\$586
9/30/2044	\$155	\$86	\$212	\$138	\$592
9/30/2045	\$161	\$78	\$212	\$138	\$590
9/30/2046	\$167	\$70	\$212	\$138	\$588
9/30/2047	\$179	\$62	\$212	\$138	\$592
9/30/2048	\$186	\$52	\$212	\$138	\$589
9/30/2049	\$198	\$43	\$212	\$138	\$592
9/30/2050	\$204	\$33	\$212	\$138	\$588
9/30/2051	\$216	\$23	\$212	\$138	\$590
9/30/2052	\$225	\$11	\$212	\$138	\$587
<b>Total</b>	<b>\$3,627</b>	<b>\$3,526</b>	<b>\$6,368</b>	<b>\$3,985</b>	<b>\$17,504</b>

¹The interest is calculated using 5.10% interest rate for years 1 through 5 and an interest rate of 5.10% thereafter.

²The Administrative Expenses shown include estimates for the operations and maintenance of the Authorized Improvements, Assessment collection costs, and other PID administration expenses. These estimates will be updated each year as part of the Annual Service Plan update.

³For year 2023, represents actual amounts billed and collected as shown in the Annual Service Plan Update for each year. Does not include prepayments.

**Appendix F-6**  
**Phase #1 Annual Installment Summary - 2024-25**

Descriptions	Budget for all Lots Based on Trigger Period			Total	
	2020-21	2021-22	2022-23		
Interest payment on or after March 1, 2025	\$3,346	\$4,598	\$195	\$8,140	
Interest payment on or after September 1, 2025	\$3,346	\$4,598	\$195	\$8,140	
Principal payment on September 1, 2025	\$2,632	\$3,230	\$135	\$5,996	
<i>Subtotal debt service on R.A.</i>	<i>\$9,325</i>	<i>\$12,427</i>	<i>\$525</i>	<i>\$22,276</i>	
Administrative Expenses	\$5,208	\$6,822	\$252	\$12,282	
Maintenance Assessment	\$9,173	\$12,257	\$462	\$21,892	
<i>Subtotal Expenses</i>	<i>\$23,705</i>	<i>\$31,506</i>	<i>\$1,239</i>	<i>\$56,450</i>	
Available Administrative Expense account	\$0	\$0	\$0	\$0	
<i>Subtotal funds available</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	
<b>Annual Installments</b>	<b>\$23,705</b>	<b>\$31,506</b>	<b>\$1,239</b>	<b>\$56,450</b>	

				<b>Total</b>	
Initial Total Assessments	\$156,728	\$209,430	\$7,896	\$374,054	
Principal paid	(\$9,995)	(\$10,001)	(\$242)	(\$20,238)	
Prepayments	(\$15,508)	(\$19,098)	\$0	(\$34,606)	
<b>Outstanding Assessments</b>	<b>\$131,225</b>	<b>\$180,332</b>	<b>\$7,654</b>	<b>\$319,210</b>	A
Interest Rate	5.10%	5.10%	5.10%	5.10%	B
Interest due through 9/1/25	\$6,692	\$9,197	\$390	\$16,280	C = A x B
Assessments Due by 9/1/25	\$2,632	\$3,230	\$135	\$5,996	D
Subtotal - Debt Service	\$9,325	\$12,427	\$525	\$22,276	E = C + D
Estimated PID Administrative Expenses through 1/31/2026	\$5,208	\$6,822	\$252	\$12,282	F
Maintenance Assessments Due by 9/1/25	\$9,173	\$12,257	\$462	\$21,892	G
<b>2024-25 Annual Installments</b>	<b>\$23,705</b>	<b>\$31,506</b>	<b>\$1,239</b>	<b>\$56,450</b>	H = E + F+ G

Total Equivalent Units within the PID	34.14	45.62	1.72	81.48	
Less: Prepaid Parcel's Equivalent Unit	-3.37	-4.95	0.00	-8.32	
<b>Net total Equivalent Units for 2024-25 Annual Installments</b>	<b>30.77</b>	<b>40.67</b>	<b>1.72</b>	<b>73.16</b>	I

2024-25 Annual Assessment per Equivalent Unit (Lot Type 1)	\$303.04	\$305.55	\$305.23	E ÷ I
2024-25 Administrative Expenses per Equivalent Unit (Lot Type 1)	\$169.25	\$167.75	\$146.62	F ÷ I
2024-25 Maintenance Assessment per Equivalent Unit (Lot Type 1)	\$298.10	\$301.38	\$268.68	G ÷ I

**Appendix F-6-A**  
**Parks at Panchasarp Farms Public Improvement District**  
**Phase #1 Assessment Roll Summary - 2020-21 Trigger Parcels**

Parcel	Estimated No. of units	Lot Type	Original Equivalent Units	Outstanding Equivalent Units	Outstanding Assessments	Principal	Interest	Administrative Expenses	Maintenance Expenses	Annual Installment
126.2233.01030	1	60 Ft	0.86	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	\$231.06	\$231.06
126.2233.01050	1	60 Ft	0.86	0.86	\$3,667.65	\$73.57	\$187.05	\$145.55	\$231.06	\$637.23
126.2233.01120	1	60 Ft	0.86	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	\$231.06	\$231.06
126.2233.01130	1	55 Ft	0.79	0.79	\$3,369.12	\$67.58	\$171.83	\$133.71	\$212.25	\$585.36
126.2233.01140	1	60 Ft	0.86	0.86	\$3,667.65	\$73.57	\$187.05	\$145.55	\$231.06	\$637.23
126.2233.02020	1	60 Ft	0.86	0.86	\$3,667.65	\$73.57	\$187.05	\$145.55	\$231.06	\$637.23
126.2233.02030	1	55 Ft	0.79	0.79	\$3,369.12	\$67.58	\$171.83	\$133.71	\$212.25	\$585.36
126.2233.02040	1	55 Ft	0.79	0.79	\$3,369.12	\$67.58	\$171.83	\$133.71	\$212.25	\$585.36
126.2233.02050	1	55 Ft	0.79	0.79	\$3,369.12	\$67.58	\$171.83	\$133.71	\$212.25	\$585.36
126.2233.02070	1	60 Ft	0.86	0.86	\$3,667.65	\$73.57	\$187.05	\$145.55	\$231.06	\$637.23
126.2233.02080	1	60 Ft	0.86	0.86	\$3,667.65	\$73.57	\$187.05	\$145.55	\$231.06	\$637.23
126.2233.02130	1	55 Ft	0.79	0.79	\$3,369.12	\$67.58	\$171.83	\$133.71	\$212.25	\$585.36
126.2233.02140	1	55 Ft	0.79	0.79	\$3,369.12	\$67.58	\$171.83	\$133.71	\$212.25	\$585.36
126.2233.02150	1	60 Ft	0.86	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	\$231.06	\$231.06
126.2233.02190	1	60 Ft	0.86	0.86	\$3,667.65	\$73.57	\$187.05	\$145.55	\$231.06	\$637.23
126.2233.02200	1	60 Ft	0.86	0.86	\$3,667.65	\$73.57	\$187.05	\$145.55	\$231.06	\$637.23
126.2233.02210	1	55 Ft	0.79	0.79	\$3,369.12	\$67.58	\$171.83	\$133.71	\$212.25	\$585.36
126.2233.02220	1	55 Ft	0.79	0.79	\$3,369.12	\$67.58	\$171.83	\$133.71	\$212.25	\$585.36
126.2233.02230	1	55 Ft	0.79	0.79	\$3,369.12	\$67.58	\$171.83	\$133.71	\$212.25	\$585.36
126.2233.02240	1	55 Ft	0.79	0.79	\$3,369.12	\$67.58	\$171.83	\$133.71	\$212.25	\$585.36
126.2233.02250	1	60 Ft	0.86	0.86	\$3,667.65	\$73.57	\$187.05	\$145.55	\$231.06	\$637.23
126.2233.02280	1	60 Ft	0.86	0.86	\$3,667.65	\$73.57	\$187.05	\$145.55	\$231.06	\$637.23
126.2233.02290	1	55 Ft	0.79	0.79	\$3,369.12	\$67.58	\$171.83	\$133.71	\$212.25	\$585.36
126.2233.03020	1	60 Ft	0.86	0.86	\$3,667.65	\$73.57	\$187.05	\$145.55	\$231.06	\$637.23
126.2233.03030	1	55 Ft	0.79	0.79	\$3,369.12	\$67.58	\$171.83	\$133.71	\$212.25	\$585.36
126.2233.03060	1	55 Ft	0.79	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	\$212.25	\$212.25
126.2233.03070	1	60 Ft	0.86	0.86	\$3,667.65	\$73.57	\$187.05	\$145.55	\$231.06	\$637.23
126.2233.04050	1	60 Ft	0.86	0.86	\$3,667.65	\$73.57	\$187.05	\$145.55	\$231.06	\$637.23
126.2233.04090	1	60 Ft	0.86	0.86	\$3,667.65	\$73.57	\$187.05	\$145.55	\$231.06	\$637.23
126.2233.04140	1	60 Ft	0.86	0.86	\$3,667.65	\$73.57	\$187.05	\$145.55	\$231.06	\$637.23
126.2233.04160	1	60 Ft	0.86	0.86	\$3,667.65	\$73.57	\$187.05	\$145.55	\$231.06	\$637.23
126.2233.04170	1	55 Ft	0.79	0.79	\$3,369.12	\$67.58	\$171.83	\$133.71	\$212.25	\$585.36
126.2233.05040	1	60 Ft	0.86	0.86	\$3,667.65	\$73.57	\$187.05	\$145.55	\$231.06	\$637.23
126.2233.05050	1	55 Ft	0.79	0.79	\$3,369.12	\$67.58	\$171.83	\$133.71	\$212.25	\$585.36
126.2233.05070	1	60 Ft	0.86	0.86	\$3,667.65	\$73.57	\$187.05	\$145.55	\$231.06	\$637.23
126.2233.05090	1	60 Ft	0.86	0.86	\$3,667.65	\$73.57	\$187.05	\$145.55	\$231.06	\$637.23
126.2233.05100	1	60 Ft	0.86	0.86	\$3,667.65	\$73.57	\$187.05	\$145.55	\$231.06	\$637.23
126.2233.05110	1	60 Ft	0.86	0.86	\$3,667.65	\$73.57	\$187.05	\$145.55	\$231.06	\$637.23
126.2233.05150	1	60 Ft	0.86	0.86	\$3,667.65	\$73.57	\$187.05	\$145.55	\$231.06	\$637.23
126.2233.05160	1	55 Ft	0.79	0.79	\$3,369.12	\$67.58	\$171.83	\$133.71	\$212.25	\$585.36
126.2233.05170	1	60 Ft	0.86	0.86	\$3,667.65	\$73.57	\$187.05	\$145.55	\$231.06	\$637.23
126.2233.01001	0	Common Area	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
126.2233.01002	0	Common Area	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
126.2233.02001	0	Common Area	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
126.2233.04001	0	Common Area	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
126.2233.05001	0	Common Area	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>41</b>		<b>34.14</b>	<b>30.77</b>	<b>\$131,225.20</b>	<b>\$2,632.15</b>	<b>\$6,692.49</b>	<b>\$5,207.76</b>	<b>\$9,172.59</b>	<b>\$23,704.98</b>

**Appendix F-6-B**  
**Parks at Panchasarp Farms Public Improvement District**  
**Phase #1 Assessment Roll Summary - 2021-22 Trigger Parcels**

Parcel	Estimated No. of units	Lot Type	Original Equivalent Units	Outstanding Equivalent Units	Outstanding Assessments	Principal	Interest	Administrative Expenses	Maintenance Expenses	Annual Installment
126.2233.01010	1	55 Ft	0.79	0.79	\$3,502.87	\$62.73	\$178.65	\$132.52	\$212.25	\$586.16
126.2233.01020	1	55 Ft	0.79	0.79	\$3,502.87	\$62.73	\$178.65	\$132.52	\$212.25	\$586.16
126.2233.01040	1	55 Ft	0.79	0.79	\$3,502.87	\$62.73	\$178.65	\$132.52	\$212.25	\$586.16
126.2233.01060	1	60 Ft	0.86	0.86	\$3,813.26	\$68.29	\$194.48	\$144.27	\$231.06	\$638.10
126.2233.01070	1	60 Ft	0.86	0.86	\$3,813.26	\$68.29	\$194.48	\$144.27	\$231.06	\$638.10
126.2233.01080	1	60 Ft	0.86	0.86	\$3,813.26	\$68.29	\$194.48	\$144.27	\$231.06	\$638.10
126.2233.01090	1	60 Ft	0.86	0.86	\$3,813.26	\$68.29	\$194.48	\$144.27	\$231.06	\$638.10
126.2233.01100	1	55 Ft	0.79	0.79	\$3,502.87	\$62.73	\$178.65	\$132.52	\$212.25	\$586.16
126.2233.01110	1	60 Ft	0.86	0.86	\$3,813.26	\$68.29	\$194.48	\$144.27	\$231.06	\$638.10
126.2233.01150	1	60 Ft	0.86	0.86	\$3,813.26	\$68.29	\$194.48	\$144.27	\$231.06	\$638.10
126.2233.01160	1	55 Ft	0.79	0.79	\$3,502.87	\$62.73	\$178.65	\$132.52	\$212.25	\$586.16
126.2233.01170	1	60 Ft	0.86	0.86	\$3,813.26	\$68.29	\$194.48	\$144.27	\$231.06	\$638.10
126.2233.01180	1	60 Ft	0.86	0.86	\$3,813.26	\$68.29	\$194.48	\$144.27	\$231.06	\$638.10
126.2233.01190	1	55 Ft	0.79	0.79	\$3,502.87	\$62.73	\$178.65	\$132.52	\$212.25	\$586.16
126.2233.01200	1	60 Ft	0.86	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	\$231.06	\$231.06
126.2233.01210	1	60 Ft	0.86	0.86	\$3,813.26	\$68.29	\$194.48	\$144.27	\$231.06	\$638.10
126.2233.01220	1	55 Ft	0.79	0.79	\$3,502.87	\$62.73	\$178.65	\$132.52	\$212.25	\$586.16
126.2233.01230	1	60 Ft	0.86	0.86	\$3,813.26	\$68.29	\$194.48	\$144.27	\$231.06	\$638.10
126.2233.01240	1	55 Ft	0.79	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	\$212.25	\$212.25
126.2233.01250	1	60 Ft	0.86	0.86	\$3,813.26	\$68.29	\$194.48	\$144.27	\$231.06	\$638.10
126.2233.01001	0	Common Area	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
126.2233.01002	0	Common Area	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
126.2233.02010	1	55 Ft	0.79	0.79	\$3,502.87	\$62.73	\$178.65	\$132.52	\$212.25	\$586.16
126.2233.02060	1	55 Ft	0.79	0.79	\$3,502.87	\$62.73	\$178.65	\$132.52	\$212.25	\$586.16
126.2233.02090	1	60 Ft	0.86	0.86	\$3,813.26	\$68.29	\$194.48	\$144.27	\$231.06	\$638.10
126.2233.02100	1	60 Ft	0.86	0.86	\$3,813.26	\$68.29	\$194.48	\$144.27	\$231.06	\$638.10
126.2233.02110	1	55 Ft	0.79	0.79	\$3,502.87	\$62.73	\$178.65	\$132.52	\$212.25	\$586.16
126.2233.02120	1	60 Ft	0.86	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	\$231.06	\$231.06
126.2233.02160	1	55 Ft	0.79	0.79	\$3,502.87	\$62.73	\$178.65	\$132.52	\$212.25	\$586.16
126.2233.02170	1	60 Ft	0.86	0.86	\$3,813.26	\$68.29	\$194.48	\$144.27	\$231.06	\$638.10
126.2233.02180	1	60 Ft	0.86	0.86	\$3,813.26	\$68.29	\$194.48	\$144.27	\$231.06	\$638.10
126.2233.02260	1	55 Ft	0.79	0.79	\$3,502.87	\$62.73	\$178.65	\$132.52	\$212.25	\$586.16
126.2233.02270	1	55 Ft	0.79	0.79	\$3,502.87	\$62.73	\$178.65	\$132.52	\$212.25	\$586.16
126.2233.02001	0	Common Area	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
126.2233.03010	1	55 Ft	0.79	0.79	\$3,502.87	\$62.73	\$178.65	\$132.52	\$212.25	\$586.16
126.2233.03040	1	55 Ft	0.79	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	\$212.25	\$212.25
126.2233.03050	1	55 Ft	0.79	0.79	\$3,502.87	\$62.73	\$178.65	\$132.52	\$212.25	\$586.16
126.2233.04010	1	55 Ft	0.79	0.79	\$3,502.87	\$62.73	\$178.65	\$132.52	\$212.25	\$586.16
126.2233.04020	1	60 Ft	0.86	0.86	\$3,813.26	\$68.29	\$194.48	\$144.27	\$231.06	\$638.10
126.2233.04030	1	55 Ft	0.79	0.79	\$3,502.87	\$62.73	\$178.65	\$132.52	\$212.25	\$586.16
126.2233.04040	1	60 Ft	0.86	0.86	\$3,813.26	\$68.29	\$194.48	\$144.27	\$231.06	\$638.10
126.2233.04060	1	60 Ft	0.86	0.86	\$3,813.26	\$68.29	\$194.48	\$144.27	\$231.06	\$638.10
126.2233.04070	1	55 Ft	0.79	0.79	\$3,502.87	\$62.73	\$178.65	\$132.52	\$212.25	\$586.16
126.2233.04080	1	55 Ft	0.79	0.79	\$3,502.87	\$62.73	\$178.65	\$132.52	\$212.25	\$586.16
126.2233.04100	1	60 Ft	0.86	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	\$115.53	\$115.53
126.2233.04101									\$115.53	\$115.53
126.2233.04110	1	60 Ft	0.86	0.86	\$3,813.26	\$68.29	\$194.48	\$144.27	\$231.06	\$638.10
126.2233.04120	1	60 Ft	0.86	0.86	\$3,813.26	\$68.29	\$194.48	\$144.27	\$231.06	\$638.10
126.2233.04130	1	60 Ft	0.86	0.86	\$3,813.26	\$68.29	\$194.48	\$144.27	\$231.06	\$638.10
126.2233.04180	1	55 Ft	0.79	0.79	\$3,502.87	\$62.73	\$178.65	\$132.52	\$212.25	\$586.16
126.2233.04190	1	60 Ft	0.86	0.86	\$3,813.26	\$68.29	\$194.48	\$144.27	\$231.06	\$638.10
126.2233.04001	0	Common Area	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
126.2233.05010	1	60 Ft	0.86	0.86	\$3,813.26	\$68.29	\$194.48	\$144.27	\$231.06	\$638.10
126.2233.05020	1	55 Ft	0.79	0.79	\$3,502.87	\$62.73	\$178.65	\$132.52	\$212.25	\$586.16
126.2233.05030	1	60 Ft	0.86	0.86	\$3,813.26	\$68.29	\$194.48	\$144.27	\$231.06	\$638.10
126.2233.05060	1	60 Ft	0.86	0.86	\$3,813.26	\$68.29	\$194.48	\$144.27	\$231.06	\$638.10
126.2233.05080	1	60 Ft	0.86	0.86	\$3,813.26	\$68.29	\$194.48	\$144.27	\$231.06	\$638.10
126.2233.05120	1	60 Ft	0.86	0.86	\$3,813.26	\$68.29	\$194.48	\$144.27	\$231.06	\$638.10
126.2233.05130	1	55 Ft	0.79	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	\$212.25	\$212.25
126.2233.05140	1	60 Ft	0.86	0.86	\$3,813.26	\$68.29	\$194.48	\$144.27	\$231.06	\$638.10
126.2233.05001	0	Common Area	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>55</b>		<b>45.62</b>	<b>40.67</b>	<b>\$180,331.54</b>	<b>\$3,229.65</b>	<b>\$9,196.91</b>	<b>\$6,822.48</b>	<b>\$12,256.98</b>	<b>\$31,506.02</b>



Appendix F-6-C  
Parks at Panchasarp Farms Public Improvement District  
Phase #1 Assessment Roll Summary - 2022-23 Trigger Parcels

Parcel	Estimated No. of units	Lot Type	Original Equivalent Units	Outstanding Equivalent Units	Outstanding Assessments	Principal	Interest	Administrative Expenses	Maintenance Expenses	Annual Installment
126.2233.01260	1	60 Ft	0.86	0.86	\$3,826.85	\$67.33	\$195.17	\$126.09	\$231.06	\$619.65
126.2233.04150	1	60 Ft	0.86	0.86	\$3,826.85	\$67.33	\$195.17	\$126.09	\$231.06	\$619.65
<b>Total</b>	<b>2</b>		<b>1.72</b>	<b>1.72</b>	<b>\$7,653.71</b>	<b>\$134.66</b>	<b>\$390.34</b>	<b>\$252.18</b>	<b>\$462.12</b>	<b>\$1,239.30</b>

**APPENDIX G**  
**PHASE #2 ASSESSMENT ROLL**

**Appendix G-1**  
**Phase #2 Assessment Roll - Aggregate**

**Parcel  
Assessment  
Total Units**

**All Parcels  
\$482,718  
105.15**

Year	Proposed Revised Principal	Revised Interest ¹	Administration Expense		Annual Installment ³
			Maintenance Assessment	Other Administrative Expenses ²	
9/30/2023	\$37,309	\$9,808	\$12,899	\$6,766	\$66,781
9/30/2024	\$11,575	\$11,447	\$16,795	\$8,945	\$48,761
9/30/2025	\$7,077	\$19,306	\$28,251	\$15,132	\$69,766
9/30/2026	\$7,178	\$18,991	\$28,251	\$15,435	\$69,855
9/30/2027	\$7,828	\$18,671	\$28,251	\$15,744	\$70,495
9/30/2028	\$7,929	\$18,323	\$28,251	\$16,059	\$70,562
9/30/2029	\$8,579	\$17,970	\$28,251	\$16,380	\$71,181
9/30/2030	\$8,680	\$17,588	\$28,251	\$16,707	\$71,227
9/30/2031	\$9,331	\$17,202	\$28,251	\$17,042	\$71,826
9/30/2032	\$9,747	\$16,787	\$28,251	\$17,382	\$72,168
9/30/2033	\$10,181	\$16,353	\$28,251	\$17,730	\$72,516
9/30/2034	\$10,832	\$15,900	\$28,251	\$18,085	\$73,068
9/30/2035	\$11,250	\$15,418	\$28,251	\$18,278	\$73,197
9/30/2036	\$12,001	\$14,917	\$28,251	\$18,425	\$73,594
9/30/2037	\$12,435	\$14,383	\$28,251	\$18,425	\$73,494
9/30/2038	\$13,086	\$13,830	\$28,251	\$18,425	\$73,592
9/30/2039	\$13,503	\$13,248	\$28,251	\$18,425	\$73,427
9/30/2040	\$14,254	\$12,647	\$28,251	\$18,425	\$73,577
9/30/2041	\$15,006	\$12,012	\$28,251	\$18,425	\$73,694
9/30/2042	\$15,756	\$11,345	\$28,251	\$18,425	\$73,776
9/30/2043	\$16,508	\$10,644	\$28,251	\$18,425	\$73,828
9/30/2044	\$17,576	\$9,909	\$28,251	\$18,425	\$74,161
9/30/2045	\$18,428	\$9,127	\$28,251	\$18,425	\$74,231
9/30/2046	\$19,513	\$8,307	\$28,251	\$18,425	\$74,496
9/30/2047	\$20,581	\$7,438	\$28,251	\$18,425	\$74,695
9/30/2048	\$21,433	\$6,523	\$28,251	\$18,425	\$74,631
9/30/2049	\$22,834	\$5,569	\$28,251	\$18,425	\$75,079
9/30/2050	\$23,686	\$4,553	\$28,251	\$18,425	\$74,914
9/30/2051	\$25,088	\$3,499	\$28,251	\$18,425	\$75,262
9/30/2052	\$26,058	\$2,382	\$28,251	\$18,425	\$75,117
9/30/2053	\$15,335	\$1,223	\$15,352	\$10,012	\$41,922
9/30/2054	\$12,141	\$540	\$11,456	\$7,471	\$31,609
<b>Total</b>	<b>\$482,718</b>	<b>\$375,859</b>	<b>\$847,537</b>	<b>\$530,386</b>	<b>\$2,236,499</b>

¹The interest is calculated using an interest rate 4.45% for years 1 through 5 and an interest rate of 4.45% thereafter.

²The Administrative Expenses shown include estimates for the operations and maintenance of the Authorized Improvements, Assessment collection costs, and other PID administration expenses. These estimates will be updated each year as part of the Annual Service Plan update.

³For year 2023, represents actual amounts billed and collected as shown in the Annual Service Plan Update for 2022-23. Does not include prepayments.

**Appendix G-2**  
**Phase #2 Assessment Roll – 2022-23 Trigger**

**Lots**  
**Assessment**  
**Total Units**

**59**  
**\$206,751**  
**48.01**

Year	Principal	Interest ¹	Administration Expense		Annual Installment ³
			Maintenance Assessment	Other Administrative Expenses ²	
9/30/2023	\$3,383	\$9,808	\$12,899	\$6,766	\$32,856
9/30/2024	\$5,285	\$5,227	\$7,668	\$4,084	\$22,264
9/30/2025	\$3,231	\$8,815	\$12,899	\$6,909	\$31,854
9/30/2026	\$3,277	\$8,671	\$12,899	\$7,047	\$31,895
9/30/2027	\$3,574	\$8,525	\$12,899	\$7,188	\$32,187
9/30/2028	\$3,620	\$8,366	\$12,899	\$7,332	\$32,217
9/30/2029	\$3,917	\$8,205	\$12,899	\$7,479	\$32,500
9/30/2030	\$3,963	\$8,031	\$12,899	\$7,628	\$32,521
9/30/2031	\$4,260	\$7,854	\$12,899	\$7,781	\$32,795
9/30/2032	\$4,450	\$7,665	\$12,899	\$7,937	\$32,951
9/30/2033	\$4,649	\$7,467	\$12,899	\$8,095	\$33,110
9/30/2034	\$4,946	\$7,260	\$12,899	\$8,257	\$33,362
9/30/2035	\$5,136	\$7,040	\$12,899	\$8,346	\$33,421
9/30/2036	\$5,479	\$6,811	\$12,899	\$8,412	\$33,602
9/30/2037	\$5,678	\$6,567	\$12,899	\$8,412	\$33,556
9/30/2038	\$5,975	\$6,315	\$12,899	\$8,412	\$33,601
9/30/2039	\$6,165	\$6,049	\$12,899	\$8,412	\$33,526
9/30/2040	\$6,508	\$5,774	\$12,899	\$8,412	\$33,594
9/30/2041	\$6,851	\$5,485	\$12,899	\$8,412	\$33,648
9/30/2042	\$7,194	\$5,180	\$12,899	\$8,412	\$33,685
9/30/2043	\$7,537	\$4,860	\$12,899	\$8,412	\$33,709
9/30/2044	\$8,025	\$4,524	\$12,899	\$8,412	\$33,861
9/30/2045	\$8,414	\$4,167	\$12,899	\$8,412	\$33,893
9/30/2046	\$8,909	\$3,793	\$12,899	\$8,412	\$34,014
9/30/2047	\$9,397	\$3,396	\$12,899	\$8,412	\$34,105
9/30/2048	\$9,786	\$2,978	\$12,899	\$8,412	\$34,076
9/30/2049	\$10,426	\$2,543	\$12,899	\$8,412	\$34,280
9/30/2050	\$10,815	\$2,079	\$12,899	\$8,412	\$34,205
9/30/2051	\$11,455	\$1,597	\$12,899	\$8,412	\$34,364
9/30/2052	\$11,898	\$1,088	\$12,899	\$8,412	\$34,297
9/30/2053	\$7,002	\$558	\$7,010	\$4,571	\$19,141
9/30/2054	\$5,543	\$247	\$5,231	\$3,411	\$14,432
<b>Total</b>	<b>\$206,751</b>	<b>\$176,942</b>	<b>\$393,983</b>	<b>\$245,843</b>	<b>\$1,023,519</b>

¹The interest is calculated using an interest rate 4.45% for years 1 through 5 and an interest rate of 4.45% thereafter.

²The Administrative Expenses shown include estimates for the operations and maintenance of the Authorized Improvements, Assessment collection costs, and other PID administration expenses. These estimates will be updated each year as part of the Annual Service Plan update.

³For year 2023, represents actual amounts billed and collected as shown in the Annual Service Plan Update for 2022-23. Does not include prepayments.

**Appendix G-2-A**  
**Phase #2 Assessment Roll by Lot Type – 2022-23 Trigger**

**Lot Type**  
**Equivalent Unit Factor**  
**Assessment**

**Lot Type 3 (60 Ft)**  
**0.86**  
**\$3,948.05**

Year	Principal	Interest ¹	Administration Expense		Annual Installment ³
			Maintenance Assessment	Other Administrative Expenses ²	
9/30/2023	\$61	\$176	\$231	\$121	\$589
9/30/2024	\$61	\$173	\$231	\$124	\$588
9/30/2025	\$67	\$170	\$231	\$126	\$595
9/30/2026	\$67	\$167	\$231	\$129	\$594
9/30/2027	\$74	\$164	\$231	\$131	\$601
9/30/2028	\$74	\$161	\$231	\$134	\$600
9/30/2029	\$81	\$158	\$231	\$136	\$606
9/30/2030	\$81	\$154	\$231	\$139	\$605
9/30/2031	\$88	\$151	\$231	\$142	\$611
9/30/2032	\$94	\$147	\$231	\$145	\$617
9/30/2033	\$94	\$142	\$231	\$148	\$615
9/30/2034	\$101	\$138	\$231	\$151	\$621
9/30/2035	\$108	\$134	\$231	\$151	\$623
9/30/2036	\$114	\$129	\$231	\$151	\$625
9/30/2037	\$114	\$124	\$231	\$151	\$620
9/30/2038	\$121	\$119	\$231	\$151	\$622
9/30/2039	\$128	\$113	\$231	\$151	\$623
9/30/2040	\$135	\$108	\$231	\$151	\$624
9/30/2041	\$141	\$102	\$231	\$151	\$625
9/30/2042	\$148	\$95	\$231	\$151	\$625
9/30/2043	\$155	\$89	\$231	\$151	\$625
9/30/2044	\$168	\$82	\$231	\$151	\$632
9/30/2045	\$175	\$74	\$231	\$151	\$631
9/30/2046	\$182	\$67	\$231	\$151	\$630
9/30/2047	\$195	\$59	\$231	\$151	\$636
9/30/2048	\$202	\$50	\$231	\$151	\$634
9/30/2049	\$215	\$41	\$231	\$151	\$638
9/30/2050	\$222	\$31	\$231	\$151	\$635
9/30/2051	\$236	\$21	\$231	\$151	\$639
9/30/2052	\$245	\$11	\$231	\$151	\$638
<b>Total</b>	<b>\$3,948</b>	<b>\$3,349</b>	<b>\$6,932</b>	<b>\$4,338</b>	<b>\$18,567</b>

¹The interest is calculated using an interest rate 4.45% for years 1 through 5 and an interest rate of 4.45% thereafter.

²The Administrative Expenses shown include estimates for the operations and maintenance of the Authorized Improvements, Assessment collection costs, and other PID administration expenses. These estimates will be updated each year as part of the Annual Service Plan update.

³For year 2023, represents actual amounts billed and collected as shown in the Annual Service Plan Update for 2022-23. Does not include prepayments.



**Appendix G-2-B**  
**Phase #2 Assessment Roll by Lot Type – 2022-23 Trigger**

**Lot Type**  
**Equivalent Unit Factor**  
**Assessment**

**Lot Type 4 (55 Ft)**  
**0.79**  
**\$3,626.70**

Year	Principal	Interest ¹	Administration Expense		Annual Installment ³
			Maintenance Assessment	Other Administrative Expenses ²	
9/30/2023	\$56	\$161	\$212	\$111	\$541
9/30/2024	\$56	\$159	\$212	\$114	\$540
9/30/2025	\$62	\$156	\$212	\$116	\$546
9/30/2026	\$62	\$154	\$212	\$118	\$546
9/30/2027	\$68	\$151	\$212	\$121	\$552
9/30/2028	\$68	\$148	\$212	\$123	\$551
9/30/2029	\$74	\$145	\$212	\$125	\$557
9/30/2030	\$74	\$142	\$212	\$128	\$556
9/30/2031	\$80	\$138	\$212	\$130	\$561
9/30/2032	\$87	\$135	\$212	\$133	\$567
9/30/2033	\$87	\$131	\$212	\$136	\$565
9/30/2034	\$93	\$127	\$212	\$138	\$570
9/30/2035	\$99	\$123	\$212	\$138	\$572
9/30/2036	\$105	\$118	\$212	\$138	\$574
9/30/2037	\$105	\$114	\$212	\$138	\$570
9/30/2038	\$111	\$109	\$212	\$138	\$571
9/30/2039	\$118	\$104	\$212	\$138	\$572
9/30/2040	\$124	\$99	\$212	\$138	\$573
9/30/2041	\$130	\$93	\$212	\$138	\$574
9/30/2042	\$136	\$88	\$212	\$138	\$574
9/30/2043	\$142	\$82	\$212	\$138	\$575
9/30/2044	\$155	\$75	\$212	\$138	\$581
9/30/2045	\$161	\$68	\$212	\$138	\$580
9/30/2046	\$167	\$61	\$212	\$138	\$579
9/30/2047	\$179	\$54	\$212	\$138	\$584
9/30/2048	\$186	\$46	\$212	\$138	\$582
9/30/2049	\$198	\$38	\$212	\$138	\$586
9/30/2050	\$204	\$29	\$212	\$138	\$584
9/30/2051	\$216	\$20	\$212	\$138	\$587
9/30/2052	\$225	\$10	\$212	\$138	\$586
<b>Total</b>	<b>\$3,627</b>	<b>\$3,077</b>	<b>\$6,368</b>	<b>\$3,985</b>	<b>\$17,056</b>

¹The interest is calculated using an interest rate 4.45% for years 1 through 5 and an interest rate of 4.45% thereafter.

²The Administrative Expenses shown include estimates for the operations and maintenance of the Authorized Improvements, Assessment collection costs, and other PID administration expenses. These estimates will be updated each year as part of the Annual Service Plan update.

³For year 2023, represents actual amounts billed and collected as shown in the Annual Service Plan Update for 2022-23. Does not include prepayments.

**Appendix G-3**

**Phase #2 Assessment Roll – 2023-34 Trigger**

<b>Lots</b>	<b>18.00</b>
<b>Assessment</b>	<b>\$66,566</b>
<b>Total Units</b>	<b>14.50</b>

Year	Revised Proposed Principal	Interest ¹	Administration Expense		
			Maintenance Assessment	Other Administrative Expenses ²	Annual Installment
9/30/2024	\$5,145	\$1,352	\$1,779	\$933	\$9,209
9/30/2025	\$1,596	\$1,579	\$2,316	\$1,233	\$6,724
9/30/2026	\$976	\$2,662	\$3,896	\$2,087	\$9,621
9/30/2027	\$990	\$2,619	\$3,896	\$2,128	\$9,633
9/30/2028	\$1,079	\$2,575	\$3,896	\$2,171	\$9,721
9/30/2029	\$1,093	\$2,527	\$3,896	\$2,214	\$9,730
9/30/2030	\$1,183	\$2,478	\$3,896	\$2,259	\$9,816
9/30/2031	\$1,197	\$2,425	\$3,896	\$2,304	\$9,822
9/30/2032	\$1,287	\$2,372	\$3,896	\$2,350	\$9,905
9/30/2033	\$1,344	\$2,315	\$3,896	\$2,397	\$9,952
9/30/2034	\$1,404	\$2,255	\$3,896	\$2,445	\$10,000
9/30/2035	\$1,494	\$2,193	\$3,896	\$2,494	\$10,076
9/30/2036	\$1,551	\$2,126	\$3,896	\$2,521	\$10,094
9/30/2037	\$1,655	\$2,057	\$3,896	\$2,541	\$10,148
9/30/2038	\$1,715	\$1,983	\$3,896	\$2,541	\$10,135
9/30/2039	\$1,805	\$1,907	\$3,896	\$2,541	\$10,148
9/30/2040	\$1,862	\$1,827	\$3,896	\$2,541	\$10,125
9/30/2041	\$1,966	\$1,744	\$3,896	\$2,541	\$10,146
9/30/2042	\$2,069	\$1,656	\$3,896	\$2,541	\$10,162
9/30/2043	\$2,173	\$1,564	\$3,896	\$2,541	\$10,174
9/30/2044	\$2,276	\$1,468	\$3,896	\$2,541	\$10,181
9/30/2045	\$2,424	\$1,366	\$3,896	\$2,541	\$10,227
9/30/2046	\$2,541	\$1,259	\$3,896	\$2,541	\$10,236
9/30/2047	\$2,691	\$1,145	\$3,896	\$2,541	\$10,273
9/30/2048	\$2,838	\$1,026	\$3,896	\$2,541	\$10,300
9/30/2049	\$2,956	\$899	\$3,896	\$2,541	\$10,292
9/30/2050	\$3,149	\$768	\$3,896	\$2,541	\$10,353
9/30/2051	\$3,266	\$628	\$3,896	\$2,541	\$10,331
9/30/2052	\$3,460	\$482	\$3,896	\$2,541	\$10,379
9/30/2053	\$3,593	\$329	\$3,896	\$2,541	\$10,358
9/30/2054	\$2,115	\$169	\$2,117	\$1,381	\$5,781
9/30/2055	\$1,674		\$1,580	\$1,030	\$4,284
<b>Total</b>	<b>\$66,566</b>	<b>\$51,756</b>	<b>\$116,874</b>	<b>\$73,139</b>	<b>\$308,335</b>

¹The interest is calculated using an interest rate 4.45% for years 1 through 5 and an interest rate of 4.45% thereafter.

²The Administrative Expenses shown include estimates for the operations and maintenance of the Authorized Improvements, Assessment collection costs, and other PID administration expenses. These estimates will be updated each year as part of the Annual Service Plan update.

**Appendix G-3-A**  
**Phase #2 Assessment Roll by Lot Type – 2023-24 Trigger**

**Lot Type**  
**Equivalent Unit Factor**  
**Assessment**

**Lot Type 3 (60 Ft)**  
**0.86**  
**\$3,948.05**

Year	Principal	Interest ¹	Administration Expense		Annual Installment
			Maintenance Assessment	Other Administrative Expenses ²	
9/30/2024	\$61	\$176	\$231	\$121	\$589
9/30/2025	\$61	\$173	\$231	\$124	\$588
9/30/2026	\$67	\$170	\$231	\$126	\$595
9/30/2027	\$67	\$167	\$231	\$129	\$594
9/30/2028	\$74	\$164	\$231	\$131	\$601
9/30/2029	\$74	\$161	\$231	\$134	\$600
9/30/2030	\$81	\$158	\$231	\$136	\$606
9/30/2031	\$81	\$154	\$231	\$139	\$605
9/30/2032	\$88	\$151	\$231	\$142	\$611
9/30/2033	\$94	\$147	\$231	\$145	\$617
9/30/2034	\$94	\$142	\$231	\$148	\$615
9/30/2035	\$101	\$138	\$231	\$151	\$621
9/30/2036	\$108	\$134	\$231	\$151	\$623
9/30/2037	\$114	\$129	\$231	\$151	\$625
9/30/2038	\$114	\$124	\$231	\$151	\$620
9/30/2039	\$121	\$119	\$231	\$151	\$622
9/30/2040	\$128	\$113	\$231	\$151	\$623
9/30/2041	\$135	\$108	\$231	\$151	\$624
9/30/2042	\$141	\$102	\$231	\$151	\$625
9/30/2043	\$148	\$95	\$231	\$151	\$625
9/30/2044	\$155	\$89	\$231	\$151	\$625
9/30/2045	\$168	\$82	\$231	\$151	\$632
9/30/2046	\$175	\$74	\$231	\$151	\$631
9/30/2047	\$182	\$67	\$231	\$151	\$630
9/30/2048	\$195	\$59	\$231	\$151	\$636
9/30/2049	\$202	\$50	\$231	\$151	\$634
9/30/2050	\$215	\$41	\$231	\$151	\$638
9/30/2051	\$222	\$31	\$231	\$151	\$635
9/30/2052	\$236	\$21	\$231	\$151	\$639
9/30/2053	\$245	\$11	\$231	\$151	\$638
<b>Total</b>	<b>\$3,948</b>	<b>\$3,349</b>	<b>\$6,932</b>	<b>\$4,338</b>	<b>\$18,567</b>

¹The interest is calculated using an interest rate 4.45% for years 1 through 5 and an interest rate of 4.45% thereafter.

²The Administrative Expenses shown include estimates for the operations and maintenance of the Authorized Improvements, Assessment collection costs, and other PID administration expenses. These estimates will be updated each year as part of the Annual Service Plan update.

**Appendix G-3-B**  
**Phase #2 Assessment Roll by Lot Type – 2023-24 Trigger**

**Lot Type**  
**Equivalent Unit Factor**  
**Assessment**

**Lot Type 4 (55 Ft)**  
**0.79**  
**\$3,626.70**

Year	Principal	Interest ¹	Administration Expense		Annual Installment
			Maintenance Assessment	Other Administrative Expenses ²	
9/30/2024	\$56	\$161	\$212	\$111	\$541
9/30/2025	\$56	\$159	\$212	\$114	\$540
9/30/2026	\$62	\$156	\$212	\$116	\$546
9/30/2027	\$62	\$154	\$212	\$118	\$546
9/30/2028	\$68	\$151	\$212	\$121	\$552
9/30/2029	\$68	\$148	\$212	\$123	\$551
9/30/2030	\$74	\$145	\$212	\$125	\$557
9/30/2031	\$74	\$142	\$212	\$128	\$556
9/30/2032	\$80	\$138	\$212	\$130	\$561
9/30/2033	\$87	\$135	\$212	\$133	\$567
9/30/2034	\$87	\$131	\$212	\$136	\$565
9/30/2035	\$93	\$127	\$212	\$138	\$570
9/30/2036	\$99	\$123	\$212	\$138	\$572
9/30/2037	\$105	\$118	\$212	\$138	\$574
9/30/2038	\$105	\$114	\$212	\$138	\$570
9/30/2039	\$111	\$109	\$212	\$138	\$571
9/30/2040	\$118	\$104	\$212	\$138	\$572
9/30/2041	\$124	\$99	\$212	\$138	\$573
9/30/2042	\$130	\$93	\$212	\$138	\$574
9/30/2043	\$136	\$88	\$212	\$138	\$574
9/30/2044	\$142	\$82	\$212	\$138	\$575
9/30/2045	\$155	\$75	\$212	\$138	\$581
9/30/2046	\$161	\$68	\$212	\$138	\$580
9/30/2047	\$167	\$61	\$212	\$138	\$579
9/30/2048	\$179	\$54	\$212	\$138	\$584
9/30/2049	\$186	\$46	\$212	\$138	\$582
9/30/2050	\$198	\$38	\$212	\$138	\$586
9/30/2051	\$204	\$29	\$212	\$138	\$584
9/30/2052	\$216	\$20	\$212	\$138	\$587
9/30/2053	\$225	\$10	\$212	\$138	\$586
<b>Total</b>	<b>\$3,627</b>	<b>\$3,077</b>	<b>\$6,368</b>	<b>\$3,985</b>	<b>\$17,056</b>

¹The interest is calculated using an interest rate 4.45% for years 1 through 5 and an interest rate of 4.45% thereafter.

²The Administrative Expenses shown include estimates for the operations and maintenance of the Authorized Improvements, Assessment collection costs, and other PID administration expenses. These estimates will be updated each year as part of the Annual Service Plan update.

**Appendix G-4**  
**Phase #2 Assessment Roll – 2024-25 Trigger**

<b>Lots</b>	<b>53.00</b>
<b>Assessment</b>	<b>\$195,750</b>
<b>Total Units</b>	<b>42.64</b>

Year	Principal	Interest ¹	Administration Expense		Annual Installment
			Maintenance Assessment	Other Administrative Expenses ²	
9/30/2025	\$3,005	\$8,711	\$11,456	\$6,009	\$29,181
9/30/2026	\$3,005	\$8,577	\$11,456	\$6,129	\$29,167
9/30/2027	\$3,338	\$8,443	\$11,456	\$6,252	\$29,490
9/30/2028	\$3,338	\$8,295	\$11,456	\$6,377	\$29,466
9/30/2029	\$3,672	\$8,146	\$11,456	\$6,504	\$29,779
9/30/2030	\$3,672	\$7,983	\$11,456	\$6,634	\$29,746
9/30/2031	\$4,006	\$7,820	\$11,456	\$6,767	\$30,049
9/30/2032	\$4,006	\$7,641	\$11,456	\$6,902	\$30,006
9/30/2033	\$4,340	\$7,463	\$11,456	\$7,041	\$30,300
9/30/2034	\$4,674	\$7,270	\$11,456	\$7,181	\$30,581
9/30/2035	\$4,674	\$7,062	\$11,456	\$7,325	\$30,517
9/30/2036	\$5,008	\$6,854	\$11,456	\$7,471	\$30,789
9/30/2037	\$5,341	\$6,631	\$11,456	\$7,471	\$30,900
9/30/2038	\$5,675	\$6,393	\$11,456	\$7,471	\$30,996
9/30/2039	\$5,675	\$6,141	\$11,456	\$7,471	\$30,744
9/30/2040	\$6,009	\$5,888	\$11,456	\$7,471	\$30,825
9/30/2041	\$6,343	\$5,621	\$11,456	\$7,471	\$30,892
9/30/2042	\$6,677	\$5,339	\$11,456	\$7,471	\$30,943
9/30/2043	\$7,011	\$5,042	\$11,456	\$7,471	\$30,980
9/30/2044	\$7,344	\$4,730	\$11,456	\$7,471	\$31,002
9/30/2045	\$7,678	\$4,403	\$11,456	\$7,471	\$31,009
9/30/2046	\$8,346	\$4,061	\$11,456	\$7,471	\$31,335
9/30/2047	\$8,680	\$3,690	\$11,456	\$7,471	\$31,297
9/30/2048	\$9,014	\$3,303	\$11,456	\$7,471	\$31,245
9/30/2049	\$9,681	\$2,902	\$11,456	\$7,471	\$31,511
9/30/2050	\$10,015	\$2,471	\$11,456	\$7,471	\$31,414
9/30/2051	\$10,683	\$2,026	\$11,456	\$7,471	\$31,636
9/30/2052	\$11,017	\$1,550	\$11,456	\$7,471	\$31,495
9/30/2053	\$11,684	\$1,060	\$11,456	\$7,471	\$31,672
9/30/2054	\$12,141	\$540	\$11,456	\$7,471	\$31,609
<b>Total</b>	<b>\$195,750</b>	<b>\$166,057</b>	<b>\$343,690</b>	<b>\$215,080</b>	<b>\$920,576</b>

¹The interest is calculated using an interest rate 4.45% for years 1 through 5 and an interest rate of 4.45% thereafter.

²The Administrative Expenses shown include estimates for the operations and maintenance of the Authorized Improvements, Assessment collection costs, and other PID administration expenses. These estimates will be updated each year as part of the Annual Service Plan update.



**Appendix G-4-A**

**Phase #2 Assessment Roll by Lot Type – 2024-25 Trigger**

**Lot Type**  
**Equivalent Unit Factor**  
**Assessment**

**Lot Type 3 (60 Ft)**  
**0.86**  
**\$3,948.05**

Year	Principal	Interest ¹	Administration Expense		Annual Installment
			Maintenance Assessment	Other Administrative Expenses ²	
9/30/2025	\$61	\$176	\$231	\$121	\$589
9/30/2026	\$61	\$173	\$231	\$124	\$588
9/30/2027	\$67	\$170	\$231	\$126	\$595
9/30/2028	\$67	\$167	\$231	\$129	\$594
9/30/2029	\$74	\$164	\$231	\$131	\$601
9/30/2030	\$74	\$161	\$231	\$134	\$600
9/30/2031	\$81	\$158	\$231	\$136	\$606
9/30/2032	\$81	\$154	\$231	\$139	\$605
9/30/2033	\$88	\$151	\$231	\$142	\$611
9/30/2034	\$94	\$147	\$231	\$145	\$617
9/30/2035	\$94	\$142	\$231	\$148	\$615
9/30/2036	\$101	\$138	\$231	\$151	\$621
9/30/2037	\$108	\$134	\$231	\$151	\$623
9/30/2038	\$114	\$129	\$231	\$151	\$625
9/30/2039	\$114	\$124	\$231	\$151	\$620
9/30/2040	\$121	\$119	\$231	\$151	\$622
9/30/2041	\$128	\$113	\$231	\$151	\$623
9/30/2042	\$135	\$108	\$231	\$151	\$624
9/30/2043	\$141	\$102	\$231	\$151	\$625
9/30/2044	\$148	\$95	\$231	\$151	\$625
9/30/2045	\$155	\$89	\$231	\$151	\$625
9/30/2046	\$168	\$82	\$231	\$151	\$632
9/30/2047	\$175	\$74	\$231	\$151	\$631
9/30/2048	\$182	\$67	\$231	\$151	\$630
9/30/2049	\$195	\$59	\$231	\$151	\$636
9/30/2050	\$202	\$50	\$231	\$151	\$634
9/30/2051	\$215	\$41	\$231	\$151	\$638
9/30/2052	\$222	\$31	\$231	\$151	\$635
9/30/2053	\$236	\$21	\$231	\$151	\$639
9/30/2054	\$245	\$11	\$231	\$151	\$638
<b>Total</b>	<b>\$3,948</b>	<b>\$3,349</b>	<b>\$6,932</b>	<b>\$4,338</b>	<b>\$18,567</b>

¹The interest is calculated using an interest rate 4.45% for years 1 through 5 and an interest rate of 4.45% thereafter.

²The Administrative Expenses shown include estimates for the operations and maintenance of the Authorized Improvements, Assessment collection costs, and other PID administration expenses. These estimates will be updated each year as part of the Annual Service Plan update.

**Appendix G-4-B**  
**Phase #2 Assessment Roll by Lot Type – 2024-25 Trigger**

**Lot Type**

**Lot Type 4 (55  
Ft)**

**Equivalent Unit Factor**

**0.79**

**Assessment**

**\$3,626.70**

Year	Principal	Interest ¹	Administration Expense		Annual Installment
			Maintenance Assessment	Other Administrative Expenses ²	
9/30/2025	\$56	\$161	\$212	\$111	\$541
9/30/2026	\$56	\$159	\$212	\$114	\$540
9/30/2027	\$62	\$156	\$212	\$116	\$546
9/30/2028	\$62	\$154	\$212	\$118	\$546
9/30/2029	\$68	\$151	\$212	\$121	\$552
9/30/2030	\$68	\$148	\$212	\$123	\$551
9/30/2031	\$74	\$145	\$212	\$125	\$557
9/30/2032	\$74	\$142	\$212	\$128	\$556
9/30/2033	\$80	\$138	\$212	\$130	\$561
9/30/2034	\$87	\$135	\$212	\$133	\$567
9/30/2035	\$87	\$131	\$212	\$136	\$565
9/30/2036	\$93	\$127	\$212	\$138	\$570
9/30/2037	\$99	\$123	\$212	\$138	\$572
9/30/2038	\$105	\$118	\$212	\$138	\$574
9/30/2039	\$105	\$114	\$212	\$138	\$570
9/30/2040	\$111	\$109	\$212	\$138	\$571
9/30/2041	\$118	\$104	\$212	\$138	\$572
9/30/2042	\$124	\$99	\$212	\$138	\$573
9/30/2043	\$130	\$93	\$212	\$138	\$574
9/30/2044	\$136	\$88	\$212	\$138	\$574
9/30/2045	\$142	\$82	\$212	\$138	\$575
9/30/2046	\$155	\$75	\$212	\$138	\$581
9/30/2047	\$161	\$68	\$212	\$138	\$580
9/30/2048	\$167	\$61	\$212	\$138	\$579
9/30/2049	\$179	\$54	\$212	\$138	\$584
9/30/2050	\$186	\$46	\$212	\$138	\$582
9/30/2051	\$198	\$38	\$212	\$138	\$586
9/30/2052	\$204	\$29	\$212	\$138	\$584
9/30/2053	\$216	\$20	\$212	\$138	\$587
9/30/2054	\$225	\$10	\$212	\$138	\$586
<b>Total</b>	<b>\$3,627</b>	<b>\$3,077</b>	<b>\$6,368</b>	<b>\$3,985</b>	<b>\$17,056</b>

¹The interest is calculated using an interest rate 4.45% for years 1 through 5 and an interest rate of 4.45% thereafter.

²The Administrative Expenses shown include estimates for the operations and maintenance of the Authorized Improvements, Assessment collection costs, and other PID administration expenses. These estimates will be updated each year as part of the Annual Service Plan update.

**Appendix G-5**  
**Phase #2 Annual Installment Summary - 2024-25**

Descriptions	Budget for all Lots Based on Trigger Period			Total	
	2022-23	2023-24	2024-25		
Interest payment on or after March 1, 2025	\$4,008	\$1,290	\$4,355	\$9,653	
Interest payment on or after September 1, 2025	\$4,008	\$1,290	\$4,355	\$9,653	
Principal payment on September 1, 2025	\$3,169	\$904	\$3,005	\$7,077	
<i>Subtotal debt service on R.A.</i>	<i>\$11,184</i>	<i>\$3,483</i>	<i>\$11,715</i>	<i>\$26,383</i>	
Administrative Expenses	\$7,039	\$2,084	\$6,009	\$15,132	
Maintenance Assessment	\$12,899	\$3,896	\$11,456	\$28,251	
<i>Subtotal Expenses</i>	<i>\$31,122</i>	<i>\$9,463</i>	<i>\$29,181</i>	<i>\$69,766</i>	
Available Administrative Expense account	\$0	\$0	\$0	\$0	
<i>Subtotal funds available</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	
<b>Annual Installments</b>	<b>\$31,122</b>	<b>\$9,463</b>	<b>\$29,181</b>	<b>\$69,766</b>	

				<b>Total</b>	
Initial Total Assessments	\$220,402	\$66,566	\$195,750	\$482,718	
Principal paid	(\$6,361)	(\$1,022)	\$0	(\$7,383)	
Prepayments	(\$33,926)	(\$7,575)	\$0	(\$41,500)	
<b>Outstanding Assessments</b>	<b>\$180,115</b>	<b>\$57,969</b>	<b>\$195,750</b>	<b>\$433,834</b>	A
Interest Rate	4.45%	4.45%	4.45%	4.45%	B
Interest due through 9/1/25	\$8,015	\$2,580	\$8,711	\$19,306	C = A x B
Assessments Due by 9/1/25	\$3,169	\$904	\$3,005	\$7,077	D
Subtotal - Debt Service	\$11,184	\$3,483	\$11,715	\$26,383	E = C + D
Estimated PID Administrative Expenses through 1/31/2026	\$7,039	\$2,084	\$6,009	\$15,132	F
Maintenance Assessments Due by 9/1/25	\$12,899	\$3,896	\$11,456	\$28,251	G
<b>2024-25 Annual Installments</b>	<b>\$31,122</b>	<b>\$9,463</b>	<b>\$29,181</b>	<b>\$69,766</b>	H = E + F+ G

Total Equivalent Units within the PID	48.01	14.57	42.57	105.15	
Less: Prepaid Parcel's Equivalent Unit	-7.39	-1.65	0.00	-9.04	
<b>Net total Equivalent Units for 2024-25 Annual Installments</b>	<b>40.62</b>	<b>12.92</b>	<b>42.57</b>	<b>96.11</b>	I

2024-25 Annual Assessment per Equivalent Unit (Lot Type 1)	\$275.33	\$269.61	\$275.20	E ÷ I
2024-25 Administrative Expenses per Equivalent Unit (Lot Type 1)	\$173.29	\$161.32	\$141.16	F ÷ I
2024-25 Maintenance Assessment per Equivalent Unit (Lot Type 1)	\$317.56	\$301.53	\$269.12	G ÷ I

Appendix G-6-A  
Parks at Panchasarp Farms Public Improvement District  
Phase #2 Assessment Roll Summary - 2022-23 Trigger Parcels

Parcel	Estimated No. of units	Lot Type	Original Equivalent Units	Outstanding Equivalent Units	Outstanding Assessments	Principal	Interest	Administrative Expenses	Maintenance Expenses	Annual Installment
126.2233.20231	1	55 Ft	0.79	0.79	\$3,502.98	\$61.63	\$155.88	\$136.90	\$212.25	\$566.66
126.2233.20233	1	60 Ft	0.86	0.86	\$3,813.37	\$67.09	\$169.69	\$149.03	\$231.06	\$616.88
126.2233.20234	1	55 Ft	0.79	0.79	\$3,502.98	\$61.63	\$155.88	\$136.90	\$212.25	\$566.66
126.2233.20236	1	55 Ft	0.79	0.79	\$3,502.98	\$61.63	\$155.88	\$136.90	\$212.25	\$566.66
126.2233.20237	1	55 Ft	0.79	0.79	\$3,502.98	\$61.63	\$155.88	\$136.90	\$212.25	\$566.66
126.2233.20238	1	60 Ft	0.86	0.86	\$3,813.37	\$67.09	\$169.69	\$149.03	\$231.06	\$616.88
126.2233.20239	1	55 Ft	0.79	0.79	\$3,502.98	\$61.63	\$155.88	\$136.90	\$212.25	\$566.66
126.2233.20242	1	55 Ft	0.79	0.79	\$3,502.98	\$61.63	\$155.88	\$136.90	\$212.25	\$566.66
126.2233.20243	1	55 Ft	0.79	0.79	\$3,502.98	\$61.63	\$155.88	\$136.90	\$212.25	\$566.66
126.2233.20244	1	60 Ft	0.86	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	\$231.06	\$231.06
126.2233.20245	1	55 Ft	0.79	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	\$212.25	\$212.25
126.2233.20246	1	60 Ft	0.86	0.86	\$3,813.37	\$67.09	\$169.69	\$149.03	\$231.06	\$616.88
126.2233.20247	1	55 Ft	0.79	0.79	\$3,502.98	\$61.63	\$155.88	\$136.90	\$212.25	\$566.66
126.2233.20248	1	55 Ft	0.79	0.79	\$3,502.98	\$61.63	\$155.88	\$136.90	\$212.25	\$566.66
126.2233.20249	1	55 Ft	0.79	0.79	\$3,502.98	\$61.63	\$155.88	\$136.90	\$212.25	\$566.66
126.2233.20251	1	55 Ft	0.79	0.79	\$3,502.98	\$61.63	\$155.88	\$136.90	\$212.25	\$566.66
126.2233.20253	1	55 Ft	0.79	0.79	\$3,502.98	\$61.63	\$155.88	\$136.90	\$212.25	\$566.66
126.2233.20255	1	55 Ft	0.79	0.79	\$3,502.98	\$61.63	\$155.88	\$136.90	\$212.25	\$566.66
126.2233.20260	1	55 Ft	0.79	0.79	\$3,502.98	\$61.63	\$155.88	\$136.90	\$212.25	\$566.66
126.2233.20261	1	55 Ft	0.79	0.79	\$3,502.98	\$61.63	\$155.88	\$136.90	\$212.25	\$566.66
126.2233.20262	1	55 Ft	0.79	0.79	\$1,751.49	\$30.81	\$77.94	\$68.45	\$106.13	\$283.33
126.2233.20282					\$1,751.49	\$30.81	\$77.94	\$68.45	\$106.13	\$283.33
126.2233.20263	1	55 Ft	0.79	0.79	\$3,502.98	\$61.63	\$155.88	\$136.90	\$212.25	\$566.66
126.2233.20266	1	60 Ft	0.86	0.86	\$3,813.37	\$67.09	\$169.69	\$149.03	\$231.06	\$616.88
126.2233.20267	1	55 Ft	0.79	0.79	\$1,751.49	\$30.81	\$77.94	\$68.45	\$106.13	\$283.33
126.2233.20283					\$1,751.49	\$30.81	\$77.94	\$68.45	\$106.13	\$283.33
126.2233.20270	1	60 Ft	0.86	0.86	\$3,813.37	\$67.09	\$169.69	\$149.03	\$231.06	\$616.88
126.2233.20271	1	55 Ft	0.79	0.79	\$3,502.98	\$61.63	\$155.88	\$136.90	\$212.25	\$566.66
126.2233.20272	1	60 Ft	0.86	0.86	\$3,813.37	\$67.09	\$169.69	\$149.03	\$231.06	\$616.88
126.2233.20276	1	60 Ft	0.86	0.86	\$3,813.37	\$67.09	\$169.69	\$149.03	\$231.06	\$616.88
126.2233.20277	1	55 Ft	0.79	0.79	\$3,502.98	\$61.63	\$155.88	\$136.90	\$212.25	\$566.66
126.2233.20280	1	60 Ft	0.86	0.86	\$3,813.37	\$67.09	\$169.69	\$149.03	\$231.06	\$616.88
126.2233.20601	1	55 Ft	0.79	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	\$212.25	\$212.25
126.2233.20602	1	60 Ft	0.86	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	\$231.06	\$231.06
126.2233.20605	1	55 Ft	0.79	0.79	\$3,502.98	\$61.63	\$155.88	\$136.90	\$212.25	\$566.66
126.2233.20609	1	60 Ft	0.86	0.86	\$3,813.37	\$67.09	\$169.69	\$149.03	\$231.06	\$616.88
126.2233.20610	1	60 Ft	0.86	0.86	\$3,813.37	\$67.09	\$169.69	\$149.03	\$231.06	\$616.88
126.2233.20703	1	55 Ft	0.79	0.79	\$3,502.98	\$61.63	\$155.88	\$136.90	\$212.25	\$566.66
126.2233.20708	1	55 Ft	0.79	0.79	\$3,502.98	\$61.63	\$155.88	\$136.90	\$212.25	\$566.66
126.2233.20710	1	60 Ft	0.86	0.86	\$3,813.37	\$67.09	\$169.69	\$149.03	\$231.06	\$616.88
126.2233.20712	1	55 Ft	0.79	0.79	\$3,502.98	\$61.63	\$155.88	\$136.90	\$212.25	\$566.66
126.2233.20718	1	55 Ft	0.79	0.79	\$3,502.98	\$61.63	\$155.88	\$136.90	\$212.25	\$566.66
126.2233.20719	1	60 Ft	0.86	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	\$231.06	\$231.06
126.2233.20720	1	55 Ft	0.79	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	\$212.25	\$212.25
126.2233.20723	1	55 Ft	0.79	0.79	\$3,502.98	\$61.63	\$155.88	\$136.90	\$212.25	\$566.66
126.2233.20725	1	55 Ft	0.79	0.79	\$3,502.98	\$61.63	\$155.88	\$136.90	\$212.25	\$566.66
126.2233.20726	1	60 Ft	0.86	0.86	\$3,813.37	\$67.09	\$169.69	\$149.03	\$231.06	\$616.88
126.2233.20732	1	55 Ft	0.79	0.79	\$3,502.98	\$61.63	\$155.88	\$136.90	\$212.25	\$566.66
126.2233.20734	1	60 Ft	0.86	0.86	\$3,813.37	\$67.09	\$169.69	\$149.03	\$231.06	\$616.88
126.2233.20738	1	60 Ft	0.86	0.86	\$3,813.37	\$67.09	\$169.69	\$149.03	\$231.06	\$616.88
126.2233.20739	1	60 Ft	0.86	0.86	\$3,813.37	\$67.09	\$169.69	\$149.03	\$231.06	\$616.88
126.2233.20740	1	60 Ft	0.86	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	\$231.06	\$231.06
126.2233.20744	1	60 Ft	0.86	0.86	\$3,813.37	\$67.09	\$169.69	\$149.03	\$231.06	\$616.88
126.2233.20803	1	55 Ft	0.79	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	\$212.25	\$212.25
126.2233.20804	1	55 Ft	0.79	0.79	\$3,502.98	\$61.63	\$155.88	\$136.90	\$212.25	\$566.66
126.2233.20808	1	55 Ft	0.79	0.79	\$3,502.98	\$61.63	\$155.88	\$136.90	\$212.25	\$566.66
126.2233.20810	1	55 Ft	0.79	0.79	\$3,502.98	\$61.63	\$155.88	\$136.90	\$212.25	\$566.66
126.2233.20812	1	55 Ft	0.79	0.79	\$3,502.98	\$61.63	\$155.88	\$136.90	\$212.25	\$566.66
126.2233.20813	1	55 Ft	0.79	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	\$212.25	\$212.25
126.2233.20815	1	55 Ft	0.79	0.79	\$3,502.98	\$61.63	\$155.88	\$136.90	\$212.25	\$566.66
126.2233.20817	1	55 Ft	0.79	0.79	\$3,502.98	\$61.63	\$155.88	\$136.90	\$212.25	\$566.66
126.2233.20001	0	Common Area	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
126.2233.20002	0	Common Area	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Appendix G-6-A  
Parks at Panchasarp Farms Public Improvement District  
Phase #2 Assessment Roll Summary - 2022-23 Trigger Parcels

Parcel	Estimated No. of units	Lot Type	Original Equivalent Units	Outstanding Equivalent Units	Outstanding Assessments	Principal	Interest	Administrative Expenses	Maintenance Expenses	Annual Installment
126.2233.20003	0	Common Area	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
126.2233.20004	0	Common Area	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
126.2233.20005	0	Common Area	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>59</b>		<b>48.01</b>	<b>40.62</b>	<b>\$180,115.09</b>	<b>\$3,168.77</b>	<b>\$8,015.12</b>	<b>\$7,039.12</b>	<b>\$12,899.12</b>	<b>\$31,122.13</b>



Appendix G-6-B  
Parks at Panchasarp Farms Public Improvement District  
Phase #2 Assessment Roll Summary - 2023-24 Trigger Parcels

Parcel	Estimated No. of units	Lot Type	Original Equivalent Units	Outstanding Equivalent Units	Outstanding Assessments	Principal	Interest	Administrative Expenses	Maintenance Expenses	Annual Installment
126.2233.20232	1	55 Ft	0.79	0.79	\$3,544.57	\$55.26	\$157.73	\$127.44	\$211.23	\$551.67
126.2233.20241	1	55 Ft	0.79	0.79	\$3,544.57	\$55.26	\$157.73	\$127.44	\$211.23	\$551.67
126.2233.20250	1	55 Ft	0.79	0.79	\$3,544.57	\$55.26	\$157.73	\$127.44	\$211.23	\$551.67
126.2233.20252	1	55 Ft	0.79	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	\$211.23	\$211.23
126.2233.20254	1	55 Ft	0.79	0.79	\$3,544.57	\$55.26	\$157.73	\$127.44	\$211.23	\$551.67
126.2233.20279	1	55 Ft	0.79	0.79	\$3,544.57	\$55.26	\$157.73	\$127.44	\$211.23	\$551.67
126.2233.20607	1	60 Ft	0.86	0.86	\$3,858.65	\$60.15	\$171.71	\$138.74	\$229.95	\$600.55
126.2233.20608	1	60 Ft	0.86	0.86	\$3,858.65	\$60.15	\$171.71	\$138.74	\$229.95	\$600.55
126.2233.20611	1	60 Ft	0.86	0.86	\$3,858.65	\$60.15	\$171.71	\$138.74	\$229.95	\$600.55
126.2233.20704	1	60 Ft	0.86	0.86	\$3,858.65	\$60.15	\$171.71	\$138.74	\$229.95	\$600.55
126.2233.20705	1	55 Ft	0.79	0.79	\$3,544.57	\$55.26	\$157.73	\$127.44	\$211.23	\$551.67
126.2233.20707	1	55 Ft	0.79	0.79	\$3,544.57	\$55.26	\$157.73	\$127.44	\$211.23	\$551.67
126.2233.20709	1	55 Ft	0.79	0.79	\$3,544.57	\$55.26	\$157.73	\$127.44	\$211.23	\$551.67
126.2233.20724	1	55 Ft	0.79	0.79	\$3,544.57	\$55.26	\$157.73	\$127.44	\$211.23	\$551.67
126.2233.20733	1	60 Ft	0.86	Prepaid	Prepaid	Prepaid	Prepaid	Prepaid	\$229.95	\$229.95
126.2233.20809	1	55 Ft	0.79	0.79	\$3,544.57	\$55.26	\$157.73	\$127.44	\$211.23	\$551.67
126.2233.20811	1	55 Ft	0.79	0.79	\$3,544.57	\$55.26	\$157.73	\$127.44	\$211.23	\$551.67
126.2233.20816	1	55 Ft	0.79	0.79	\$3,544.57	\$55.26	\$157.73	\$127.44	\$211.23	\$551.67
<b>Total</b>	<b>18</b>		<b>14.57</b>	<b>12.92</b>	<b>\$57,969.48</b>	<b>\$903.70</b>	<b>\$2,579.64</b>	<b>\$2,084.27</b>	<b>\$3,895.80</b>	<b>\$9,463.41</b>

Appendix G-6-C  
Parks at Panchasarp Farms Public Improvement District  
Phase #2 Assessment Roll Summary - 2024-25 Trigger Parcels

Parcel	Estimated No. of units	Lot Type	Original Equivalent Units	Outstanding Equivalent Units	Outstanding Assessments	Principal	Interest	Administrative Expenses	Maintenance Expenses	Annual Installment
126.2233.20230	1	60 Ft	0.86	0.86	\$3,954.54	\$60.70	\$175.98	\$121.39	\$231.44	\$589.51
126.2233.20235	1	60 Ft	0.86	0.86	\$3,954.54	\$60.70	\$175.98	\$121.39	\$231.44	\$589.51
126.2233.20240	1	55 Ft	0.79	0.79	\$3,632.66	\$55.76	\$161.65	\$111.51	\$212.60	\$541.53
126.2233.20256	1	55 Ft	0.79	0.79	\$3,632.66	\$55.76	\$161.65	\$111.51	\$212.60	\$541.53
126.2233.20257	1	55 Ft	0.79	0.79	\$3,632.66	\$55.76	\$161.65	\$111.51	\$212.60	\$541.53
126.2233.20258	1	55 Ft	0.79	0.79	\$3,632.66	\$55.76	\$161.65	\$111.51	\$212.60	\$541.53
126.2233.20259	1	55 Ft	0.79	0.79	\$3,632.66	\$55.76	\$161.65	\$111.51	\$212.60	\$541.53
126.2233.20264	1	55 Ft	0.79	0.79	\$3,632.66	\$55.76	\$161.65	\$111.51	\$212.60	\$541.53
126.2233.20265	1	55 Ft	0.79	0.79	\$3,632.66	\$55.76	\$161.65	\$111.51	\$212.60	\$541.53
126.2233.20268	1	60 Ft	0.86	0.86	\$3,954.54	\$60.70	\$175.98	\$121.39	\$231.44	\$589.51
126.2233.20269	1	55 Ft	0.79	0.79	\$3,632.66	\$55.76	\$161.65	\$111.51	\$212.60	\$541.53
126.2233.20273	1	60 Ft	0.86	0.86	\$3,954.54	\$60.70	\$175.98	\$121.39	\$231.44	\$589.51
126.2233.20274	1	55 Ft	0.79	0.79	\$3,632.66	\$55.76	\$161.65	\$111.51	\$212.60	\$541.53
126.2233.20275	1	60 Ft	0.86	0.86	\$3,954.54	\$60.70	\$175.98	\$121.39	\$231.44	\$589.51
126.2233.20278	1	55 Ft	0.79	0.79	\$3,632.66	\$55.76	\$161.65	\$111.51	\$212.60	\$541.53
126.2233.20281	1	55 Ft	0.79	0.79	\$3,632.66	\$55.76	\$161.65	\$111.51	\$212.60	\$541.53
126.2233.20603	1	55 Ft	0.79	0.79	\$3,632.66	\$55.76	\$161.65	\$111.51	\$212.60	\$541.53
126.2233.20604	1	55 Ft	0.79	0.79	\$3,632.66	\$55.76	\$161.65	\$111.51	\$212.60	\$541.53
126.2233.20606	1	55 Ft	0.79	0.79	\$3,632.66	\$55.76	\$161.65	\$111.51	\$212.60	\$541.53
126.2233.20612	1	60 Ft	0.86	0.86	\$3,954.54	\$60.70	\$175.98	\$121.39	\$231.44	\$589.51
126.2233.20701	1	60 Ft	0.86	0.86	\$3,954.54	\$60.70	\$175.98	\$121.39	\$231.44	\$589.51
126.2233.20702	1	55 Ft	0.79	0.79	\$3,632.66	\$55.76	\$161.65	\$111.51	\$212.60	\$541.53
126.2233.20706	1	55 Ft	0.79	0.79	\$3,632.66	\$55.76	\$161.65	\$111.51	\$212.60	\$541.53
126.2233.20711	1	55 Ft	0.79	0.79	\$3,632.66	\$55.76	\$161.65	\$111.51	\$212.60	\$541.53
126.2233.20713	1	55 Ft	0.79	0.79	\$3,632.66	\$55.76	\$161.65	\$111.51	\$212.60	\$541.53
126.2233.20714	1	55 Ft	0.79	0.79	\$3,632.66	\$55.76	\$161.65	\$111.51	\$212.60	\$541.53
126.2233.20715	1	55 Ft	0.79	0.79	\$3,632.66	\$55.76	\$161.65	\$111.51	\$212.60	\$541.53
126.2233.20716	1	55 Ft	0.79	0.79	\$3,632.66	\$55.76	\$161.65	\$111.51	\$212.60	\$541.53
126.2233.20717	1	55 Ft	0.79	0.79	\$3,632.66	\$55.76	\$161.65	\$111.51	\$212.60	\$541.53
126.2233.20721	1	55 Ft	0.79	0.79	\$3,632.66	\$55.76	\$161.65	\$111.51	\$212.60	\$541.53
126.2233.20722	1	55 Ft	0.79	0.79	\$3,632.66	\$55.76	\$161.65	\$111.51	\$212.60	\$541.53
126.2233.20727	1	55 Ft	0.79	0.79	\$3,632.66	\$55.76	\$161.65	\$111.51	\$212.60	\$541.53
126.2233.20728	1	55 Ft	0.79	0.79	\$3,632.66	\$55.76	\$161.65	\$111.51	\$212.60	\$541.53
126.2233.20729	1	55 Ft	0.79	0.79	\$3,632.66	\$55.76	\$161.65	\$111.51	\$212.60	\$541.53
126.2233.20730	1	60 Ft	0.86	0.86	\$3,954.54	\$60.70	\$175.98	\$121.39	\$231.44	\$589.51
126.2233.20731	1	55 Ft	0.79	0.79	\$3,632.66	\$55.76	\$161.65	\$111.51	\$212.60	\$541.53
126.2233.20735	1	55 Ft	0.79	0.79	\$3,632.66	\$55.76	\$161.65	\$111.51	\$212.60	\$541.53
126.2233.20736	1	55 Ft	0.79	0.79	\$3,632.66	\$55.76	\$161.65	\$111.51	\$212.60	\$541.53
126.2233.20737	1	55 Ft	0.79	0.79	\$3,632.66	\$55.76	\$161.65	\$111.51	\$212.60	\$541.53
126.2233.20741	1	60 Ft	0.86	0.86	\$3,954.54	\$60.70	\$175.98	\$121.39	\$231.44	\$589.51
126.2233.20742	1	60 Ft	0.86	0.86	\$3,954.54	\$60.70	\$175.98	\$121.39	\$231.44	\$589.51
126.2233.20743	1	55 Ft	0.79	0.79	\$3,632.66	\$55.76	\$161.65	\$111.51	\$212.60	\$541.53
126.2233.20801	1	55 Ft	0.79	0.79	\$3,632.66	\$55.76	\$161.65	\$111.51	\$212.60	\$541.53
126.2233.20802	1	55 Ft	0.79	0.79	\$3,632.66	\$55.76	\$161.65	\$111.51	\$212.60	\$541.53
126.2233.20805	1	55 Ft	0.79	0.79	\$3,632.66	\$55.76	\$161.65	\$111.51	\$212.60	\$541.53
126.2233.20806	1	55 Ft	0.79	0.79	\$3,632.66	\$55.76	\$161.65	\$111.51	\$212.60	\$541.53
126.2233.20807	1	55 Ft	0.79	0.79	\$3,632.66	\$55.76	\$161.65	\$111.51	\$212.60	\$541.53
126.2233.20814	1	55 Ft	0.79	0.79	\$3,632.66	\$55.76	\$161.65	\$111.51	\$212.60	\$541.53
126.2233.20818	1	55 Ft	0.79	0.79	\$3,632.66	\$55.76	\$161.65	\$111.51	\$212.60	\$541.53
126.2233.20819	1	55 Ft	0.79	0.79	\$3,632.66	\$55.76	\$161.65	\$111.51	\$212.60	\$541.53
126.2233.20820	1	55 Ft	0.79	0.79	\$3,632.66	\$55.76	\$161.65	\$111.51	\$212.60	\$541.53
126.2233.20821	1	55 Ft	0.79	0.79	\$3,632.66	\$55.76	\$161.65	\$111.51	\$212.60	\$541.53
126.2233.20822	1	55 Ft	0.79	0.79	\$3,632.66	\$55.76	\$161.65	\$111.51	\$212.60	\$541.53
<b>Total</b>	<b>53</b>		<b>42.57</b>	<b>42.57</b>	<b>\$195,749.74</b>	<b>\$3,004.51</b>	<b>\$8,710.86</b>	<b>\$6,009.02</b>	<b>\$11,456.33</b>	<b>\$29,180.72</b>

**APPENDIX H**  
**PHASE #3 ASSESSMENT ROLL**

**Appendix H-1**  
**Phase #3 Assessment Roll - Aggregate**

**Parcel  
Assessment  
Total Units**

**All Parcels  
\$603,317  
131.42**

Year	Principal	Interest ¹	Administration Expense		Annual Installment
			Maintenance Assessment	Other Administrative Expenses ²	
1	\$9,260	\$37,587	\$35,309	\$18,520	\$100,676
2	\$9,260	\$37,010	\$35,309	\$18,891	\$100,470
3	\$10,289	\$36,433	\$35,309	\$19,269	\$101,300
4	\$10,289	\$35,792	\$35,309	\$19,654	\$101,044
5	\$11,318	\$35,151	\$35,309	\$20,047	\$101,825
6	\$11,318	\$34,446	\$35,309	\$20,448	\$101,521
7	\$12,347	\$33,741	\$35,309	\$20,857	\$102,254
8	\$12,347	\$32,971	\$35,309	\$21,274	\$101,902
9	\$13,376	\$32,202	\$35,309	\$21,699	\$102,587
10	\$14,405	\$31,369	\$35,309	\$22,133	\$103,216
11	\$14,405	\$30,471	\$35,309	\$22,576	\$102,762
12	\$15,434	\$29,574	\$35,309	\$23,028	\$103,345
13	\$16,462	\$28,613	\$35,309	\$23,028	\$103,412
14	\$17,491	\$27,587	\$35,309	\$23,028	\$103,415
15	\$17,491	\$26,497	\$35,309	\$23,028	\$102,326
16	\$18,520	\$25,407	\$35,309	\$23,028	\$102,265
17	\$19,549	\$24,254	\$35,309	\$23,028	\$102,140
18	\$20,578	\$23,036	\$35,309	\$23,028	\$101,951
19	\$21,607	\$21,754	\$35,309	\$23,028	\$101,698
20	\$22,636	\$20,408	\$35,309	\$23,028	\$101,381
21	\$23,665	\$18,997	\$35,309	\$23,028	\$100,999
22	\$25,723	\$17,523	\$35,309	\$23,028	\$101,583
23	\$26,752	\$15,921	\$35,309	\$23,028	\$101,009
24	\$27,780	\$14,254	\$35,309	\$23,028	\$100,371
25	\$29,838	\$12,523	\$35,309	\$23,028	\$100,698
26	\$30,867	\$10,664	\$35,309	\$23,028	\$99,868
27	\$32,925	\$8,741	\$35,309	\$23,028	\$100,003
28	\$33,954	\$6,690	\$35,309	\$23,028	\$98,981
29	\$36,012	\$4,575	\$35,309	\$23,028	\$98,923
30	\$37,419	\$2,331	\$35,309	\$23,028	\$98,087
<b>Total</b>	<b>\$603,317</b>	<b>\$716,521</b>	<b>\$1,059,281</b>	<b>\$662,894</b>	<b>\$3,042,012</b>

¹The interest is calculated using an interest rate of 6.23% for years 1 through 5 and an interest rate of 6.23% thereafter.

²The Administrative Expenses shown include estimates for the operations and maintenance of the Authorized Improvements, Assessment collection costs, and other PID administration expenses. These estimates will be updated each year as part of the Annual Service Plan update.

**Appendix H-2**  
**Phase #3 Assessment Roll by Lot Type**

**Lot Type**  
**Equivalent Unit Factor**  
**Assessment**

**Lot Type 1 (70 Ft)**  
**\$4,590.75**  
**1.00**

<b>Administration Expense</b>					
<b>Year</b>	<b>Principal</b>	<b>Interest¹</b>	<b>Maintenance Assessment</b>	<b>Other</b>	<b>Annual Installment</b>
				<b>Administrative Expenses²</b>	
1	\$70	\$286	\$269	\$141	\$766
2	\$70	\$282	\$269	\$144	\$764
3	\$78	\$277	\$269	\$147	\$771
4	\$78	\$272	\$269	\$150	\$769
5	\$86	\$267	\$269	\$153	\$775
6	\$86	\$262	\$269	\$156	\$772
7	\$94	\$257	\$269	\$159	\$778
8	\$94	\$251	\$269	\$162	\$775
9	\$102	\$245	\$269	\$165	\$781
10	\$110	\$239	\$269	\$168	\$785
11	\$110	\$232	\$269	\$172	\$782
12	\$117	\$225	\$269	\$175	\$786
13	\$125	\$218	\$269	\$175	\$787
14	\$133	\$210	\$269	\$175	\$787
15	\$133	\$202	\$269	\$175	\$779
16	\$141	\$193	\$269	\$175	\$778
17	\$149	\$185	\$269	\$175	\$777
18	\$157	\$175	\$269	\$175	\$776
19	\$164	\$166	\$269	\$175	\$774
20	\$172	\$155	\$269	\$175	\$771
21	\$180	\$145	\$269	\$175	\$769
22	\$196	\$133	\$269	\$175	\$773
23	\$204	\$121	\$269	\$175	\$769
24	\$211	\$108	\$269	\$175	\$764
25	\$227	\$95	\$269	\$175	\$766
26	\$235	\$81	\$269	\$175	\$760
27	\$251	\$67	\$269	\$175	\$761
28	\$258	\$51	\$269	\$175	\$753
29	\$274	\$35	\$269	\$175	\$753
30	\$285	\$18	\$269	\$175	\$746
<b>Total</b>	<b>\$4,591</b>	<b>\$5,452</b>	<b>\$8,060</b>	<b>\$5,044</b>	<b>\$23,147</b>

¹The interest is calculated using an interest rate of 6.23% for years 1 through 5 and an interest rate of 6.23% thereafter.

²The Administrative Expenses shown include estimates for the operations and maintenance of the Authorized Improvements, Assessment collection costs, and other PID administration expenses. These estimates will be updated each year as part of the Annual Service Plan update.



**Appendix H-3**  
**Phase #3 Assessment Roll by Lot Type**

**Lot Type**  
**Equivalent Unit Factor**  
**Assessment**

**Lot Type 2 (65 Ft)**  
**\$4,269.40**  
**0.93**

Year	Principal	Interest ¹	Administration Expense		Annual Installment
			Maintenance Assessment	Other Administrative Expenses ²	
1	\$66	\$266	\$250	\$131	\$712
2	\$66	\$262	\$250	\$134	\$711
3	\$73	\$258	\$250	\$136	\$717
4	\$73	\$253	\$250	\$139	\$715
5	\$80	\$249	\$250	\$142	\$721
6	\$80	\$244	\$250	\$145	\$718
7	\$87	\$239	\$250	\$148	\$724
8	\$87	\$233	\$250	\$151	\$721
9	\$95	\$228	\$250	\$154	\$726
10	\$102	\$222	\$250	\$157	\$730
11	\$102	\$216	\$250	\$160	\$727
12	\$109	\$209	\$250	\$163	\$731
13	\$116	\$202	\$250	\$163	\$732
14	\$124	\$195	\$250	\$163	\$732
15	\$124	\$188	\$250	\$163	\$724
16	\$131	\$180	\$250	\$163	\$724
17	\$138	\$172	\$250	\$163	\$723
18	\$146	\$163	\$250	\$163	\$721
19	\$153	\$154	\$250	\$163	\$720
20	\$160	\$144	\$250	\$163	\$717
21	\$167	\$134	\$250	\$163	\$715
22	\$182	\$124	\$250	\$163	\$719
23	\$189	\$113	\$250	\$163	\$715
24	\$197	\$101	\$250	\$163	\$710
25	\$211	\$89	\$250	\$163	\$713
26	\$218	\$75	\$250	\$163	\$707
27	\$233	\$62	\$250	\$163	\$708
28	\$240	\$47	\$250	\$163	\$700
29	\$255	\$32	\$250	\$163	\$700
30	\$265	\$16	\$250	\$163	\$694
<b>Total</b>	<b>\$4,269</b>	<b>\$5,070</b>	<b>\$7,496</b>	<b>\$4,691</b>	<b>\$21,527</b>

¹The interest is calculated using an interest rate of 6.23% for years 1 through 5 and an interest rate of 6.23% thereafter.

²The Administrative Expenses shown include estimates for the operations and maintenance of the Authorized Improvements, Assessment collection costs, and other PID administration expenses. These estimates will be updated each year as part of the Annual Service Plan update.

**Appendix H-4**  
**Phase #3 Assessment Roll by Lot Type**

**Lot Type**  
**Equivalent Unit Factor**  
**Assessment**

**Lot Type 3 (60 Ft)**  
**60 Ft**  
**\$3,948.05**

Year	Principal	Interest ¹	Administration Expense		Annual Installment
			Maintenance Assessment	Other Administrative Expenses ²	
1	\$61	\$246	\$231	\$121	\$659
2	\$61	\$242	\$231	\$124	\$657
3	\$67	\$238	\$231	\$126	\$663
4	\$67	\$234	\$231	\$129	\$661
5	\$74	\$230	\$231	\$131	\$666
6	\$74	\$225	\$231	\$134	\$664
7	\$81	\$221	\$231	\$136	\$669
8	\$81	\$216	\$231	\$139	\$667
9	\$88	\$211	\$231	\$142	\$671
10	\$94	\$205	\$231	\$145	\$675
11	\$94	\$199	\$231	\$148	\$672
12	\$101	\$194	\$231	\$151	\$676
13	\$108	\$187	\$231	\$151	\$677
14	\$114	\$181	\$231	\$151	\$677
15	\$114	\$173	\$231	\$151	\$670
16	\$121	\$166	\$231	\$151	\$669
17	\$128	\$159	\$231	\$151	\$668
18	\$135	\$151	\$231	\$151	\$667
19	\$141	\$142	\$231	\$151	\$666
20	\$148	\$134	\$231	\$151	\$663
21	\$155	\$124	\$231	\$151	\$661
22	\$168	\$115	\$231	\$151	\$665
23	\$175	\$104	\$231	\$151	\$661
24	\$182	\$93	\$231	\$151	\$657
25	\$195	\$82	\$231	\$151	\$659
26	\$202	\$70	\$231	\$151	\$654
27	\$215	\$57	\$231	\$151	\$654
28	\$222	\$44	\$231	\$151	\$648
29	\$236	\$30	\$231	\$151	\$647
30	\$245	\$15	\$231	\$151	\$642
<b>Total</b>	<b>\$3,948</b>	<b>\$4,689</b>	<b>\$6,932</b>	<b>\$4,338</b>	<b>\$19,907</b>

¹The interest is calculated using an interest rate of 6.23% for years 1 through 5 and an interest rate of 6.23% thereafter.

²The Administrative Expenses shown include estimates for the operations and maintenance of the Authorized Improvements, Assessment collection costs, and other PID administration expenses. These estimates will be updated each year as part of the Annual Service Plan update.

**Appendix H-5**  
**Phase #3 Assessment Roll by Lot Type**

**Lot Type**  
**Equivalent Unit Factor**  
**Assessment**

**Lot Type 4 (55 Ft)**  
**\$3,626.70**  
**0.79**

Year	Principal	Interest ¹	Administration Expense		Annual Installment
			Maintenance Assessment	Other Administrative Expenses ²	
1	\$56	\$226	\$212	\$111	\$605
2	\$56	\$222	\$212	\$114	\$604
3	\$62	\$219	\$212	\$116	\$609
4	\$62	\$215	\$212	\$118	\$607
5	\$68	\$211	\$212	\$121	\$612
6	\$68	\$207	\$212	\$123	\$610
7	\$74	\$203	\$212	\$125	\$615
8	\$74	\$198	\$212	\$128	\$613
9	\$80	\$194	\$212	\$130	\$617
10	\$87	\$189	\$212	\$133	\$620
11	\$87	\$183	\$212	\$136	\$618
12	\$93	\$178	\$212	\$138	\$621
13	\$99	\$172	\$212	\$138	\$622
14	\$105	\$166	\$212	\$138	\$622
15	\$105	\$159	\$212	\$138	\$615
16	\$111	\$153	\$212	\$138	\$615
17	\$118	\$146	\$212	\$138	\$614
18	\$124	\$138	\$212	\$138	\$613
19	\$130	\$131	\$212	\$138	\$611
20	\$136	\$123	\$212	\$138	\$609
21	\$142	\$114	\$212	\$138	\$607
22	\$155	\$105	\$212	\$138	\$611
23	\$161	\$96	\$212	\$138	\$607
24	\$167	\$86	\$212	\$138	\$603
25	\$179	\$75	\$212	\$138	\$605
26	\$186	\$64	\$212	\$138	\$600
27	\$198	\$53	\$212	\$138	\$601
28	\$204	\$40	\$212	\$138	\$595
29	\$216	\$27	\$212	\$138	\$595
30	\$225	\$14	\$212	\$138	\$590
<b>Total</b>	<b>\$3,627</b>	<b>\$4,307</b>	<b>\$6,368</b>	<b>\$3,985</b>	<b>\$18,286</b>

¹The interest is calculated using an interest rate of 6.23% for years 1 through 5 and an interest rate of 6.23% thereafter.

²The Administrative Expenses shown include estimates for the operations and maintenance of the Authorized Improvements, Assessment collection costs, and other PID administration expenses. These estimates will be updated each year as part of the Annual Service Plan update.

**Appendix H-2**  
**Phase #3 Assessment Roll Summary**

<b>Parcel ID</b>	<b>Block #</b>	<b>Lot #</b>	<b>Lot Size</b>	<b>Equivalent Units</b>	<b>Outstanding Assessment</b>
TBD	9	1	65'	0.93	\$4,269.40
TBD	9	2	60'	0.86	\$3,948.05
TBD	9	3	65'	0.93	\$4,269.40
TBD	9	4	60'	0.86	\$3,948.05
TBD	9	5	65'	0.93	\$4,269.40
TBD	9	6	60'	0.86	\$3,948.05
TBD	9	7	65'	0.93	\$4,269.40
TBD	9	8	60'	0.86	\$3,948.05
TBD	9	9	60'	0.86	\$3,948.05
TBD	9	10	60'	0.86	\$3,948.05
TBD	9	11	65'	0.93	\$4,269.40
TBD	9	12	60'	0.86	\$3,948.05
TBD	9	13	65'	0.93	\$4,269.40
TBD	9	14	60'	0.86	\$3,948.05
TBD	9	15	65'	0.93	\$4,269.40
TBD	9	16	55'	0.79	\$3,626.70
TBD	9	17	60'	0.86	\$3,948.05
TBD	9	18	60'	0.86	\$3,948.05
TBD	9	19	55'	0.79	\$3,626.70
TBD	9	20	60'	0.86	\$3,948.05
TBD	9	21	55'	0.79	\$3,626.70
TBD	9	22	60'	0.86	\$3,948.05
TBD	9	23	55'	0.79	\$3,626.70
TBD	9	24	60'	0.86	\$3,948.05
TBD	9	25	60'	0.86	\$3,948.05
TBD	9	26	60'	0.86	\$3,948.05
TBD	9	27	55'	0.79	\$3,626.70
TBD	9	28	60'	0.86	\$3,948.05
TBD	9	29	60'	0.86	\$3,948.05
TBD	9	30	60'	0.86	\$3,948.05
TBD	9	31	55'	0.79	\$3,626.70
TBD	9	32	60'	0.86	\$3,948.05
TBD	9	33	60'	0.86	\$3,948.05
TBD	9	34	55'	0.79	\$3,626.70
TBD	9	35	60'	0.86	\$3,948.05
TBD	9	36	60'	0.86	\$3,948.05
TBD	9	37	55'	0.79	\$3,626.70
TBD	9	38	55'	0.79	\$3,626.70
TBD	9	39	60'	0.86	\$3,948.05
TBD	9	40	60'	0.86	\$3,948.05

**Appendix H-2**  
**Phase #3 Assessment Roll Summary**

<b>Parcel ID</b>	<b>Block #</b>	<b>Lot #</b>	<b>Lot Size</b>	<b>Equivalent Units</b>	<b>Outstanding Assessment</b>
TBD	9	41	60'	0.86	\$3,948.05
TBD	9	42	60'	0.86	\$3,948.05
TBD	9	43	55'	0.79	\$3,626.70
TBD	9	Common Area	Common Area	0.00	\$0.00
TBD	9	Common Area	Common Area	0.00	\$0.00
TBD	9	Common Area	Common Area	0.00	\$0.00
TBD	10	1	65'	0.93	\$4,269.40
TBD	10	2	60'	0.86	\$3,948.05
TBD	10	3	60'	0.86	\$3,948.05
TBD	10	4	65'	0.93	\$4,269.40
TBD	10	5	60'	0.86	\$3,948.05
TBD	10	6	60'	0.86	\$3,948.05
TBD	10	7	60'	0.86	\$3,948.05
TBD	10	8	60'	0.86	\$3,948.05
TBD	10	9	60'	0.86	\$3,948.05
TBD	10	10	65'	0.93	\$4,269.40
TBD	10	11	60'	0.86	\$3,948.05
TBD	10	12	65'	0.93	\$4,269.40
TBD	10	13	60'	0.86	\$3,948.05
TBD	10	14	60'	0.86	\$3,948.05
TBD	10	15	60'	0.86	\$3,948.05
TBD	10	16	60'	0.86	\$3,948.05
TBD	10	17	55'	0.79	\$3,626.70
TBD	10	18	60'	0.86	\$3,948.05
TBD	10	19	55'	0.79	\$3,626.70
TBD	10	20	55'	0.79	\$3,626.70
TBD	10	21	55'	0.79	\$3,626.70
TBD	10	22	55'	0.79	\$3,626.70
TBD	10	23	60'	0.86	\$3,948.05
TBD	10	24	55'	0.79	\$3,626.70
TBD	10	25	65'	0.93	\$4,269.40
TBD	10	26	60'	0.86	\$3,948.05
TBD	10	27	60'	0.86	\$3,948.05
TBD	10	28	60'	0.86	\$3,948.05
TBD	10	29	65'	0.93	\$4,269.40
TBD	10	30	60'	0.86	\$3,948.05
TBD	10	31	60'	0.86	\$3,948.05
TBD	10	32	65'	0.93	\$4,269.40
TBD	10	Park Area	Park Area	0.00	\$0.00
TBD	10	Common Area	Common Area	0.00	\$0.00



**Appendix H-2**  
**Phase #3 Assessment Roll Summary**

<b>Parcel ID</b>	<b>Block #</b>	<b>Lot #</b>	<b>Lot Size</b>	<b>Equivalent Units</b>	<b>Outstanding Assessment</b>
TBD	11	1	60'	0.86	\$3,948.05
TBD	11	2	60'	0.86	\$3,948.05
TBD	11	3	60'	0.86	\$3,948.05
TBD	11	4	60'	0.86	\$3,948.05
TBD	11	5	60'	0.86	\$3,948.05
TBD	11	6	60'	0.86	\$3,948.05
TBD	11	7	60'	0.86	\$3,948.05
TBD	11	8	60'	0.86	\$3,948.05
TBD	11	9	60'	0.86	\$3,948.05
TBD	11	10	60'	0.86	\$3,948.05
TBD	11	11	55'	0.79	\$3,626.70
TBD	11	12	60'	0.86	\$3,948.05
TBD	11	13	60'	0.86	\$3,948.05
TBD	11	14	55'	0.79	\$3,626.70
TBD	11	15	60'	0.86	\$3,948.05
TBD	11	16	60'	0.86	\$3,948.05
TBD	11	17	55'	0.79	\$3,626.70
TBD	11	18	55'	0.79	\$3,626.70
TBD	11	19	60'	0.86	\$3,948.05
TBD	11	20	60'	0.86	\$3,948.05
TBD	11	21	55'	0.79	\$3,626.70
TBD	12	1	60'	0.86	\$3,948.05
TBD	12	2	55'	0.79	\$3,626.70
TBD	12	3	60'	0.86	\$3,948.05
TBD	12	4	55'	0.79	\$3,626.70
TBD	12	5	55'	0.79	\$3,626.70
TBD	12	6	60'	0.86	\$3,948.05
TBD	12	7	60'	0.86	\$3,948.05
TBD	12	8	55'	0.79	\$3,626.70
TBD	12	9	60'	0.86	\$3,948.05
TBD	12	10	60'	0.86	\$3,948.05
TBD	12	11	60'	0.86	\$3,948.05
TBD	12	12	60'	0.86	\$3,948.05
TBD	12	13	60'	0.86	\$3,948.05
TBD	12	14	60'	0.86	\$3,948.05
TBD	12	15	65'	0.93	\$4,269.40
TBD	12	16	65'	0.93	\$4,269.40
TBD	12	17	65'	0.93	\$4,269.40
TBD	12	18	65'	0.93	\$4,269.40
TBD	12	19	60'	0.86	\$3,948.05

**Appendix H-2**  
**Phase #3 Assessment Roll Summary**

<b>Parcel ID</b>	<b>Block #</b>	<b>Lot #</b>	<b>Lot Size</b>	<b>Equivalent Units</b>	<b>Outstanding Assessment</b>
TBD	12	Common Area	Common Area	0.00	\$0.00
TBD	12	Park Area	Park Area	0.00	\$0.00
TBD	13	1	60'	0.86	\$3,948.05
TBD	13	2	65'	0.93	\$4,269.40
TBD	13	3	60'	0.86	\$3,948.05
TBD	13	4	60'	0.86	\$3,948.05
TBD	13	5	65'	0.93	\$4,269.40
TBD	13	6	60'	0.86	\$3,948.05
TBD	13	7	60'	0.86	\$3,948.05
TBD	13	8	60'	0.86	\$3,948.05
TBD	13	9	60'	0.86	\$3,948.05
TBD	13	10	60'	0.86	\$3,948.05
TBD	13	11	60'	0.86	\$3,948.05
TBD	13	12	65'	0.93	\$4,269.40
TBD	13	13	65'	0.93	\$4,269.40
TBD	13	14	65'	0.93	\$4,269.40
TBD	13	15	65'	0.93	\$4,269.40
TBD	13	16	65'	0.93	\$4,269.40
TBD	13	17	65'	0.93	\$4,269.40
TBD	13	18	65'	0.93	\$4,269.40
TBD	13	19	65'	0.93	\$4,269.40
TBD	13	20	65'	0.93	\$4,269.40
TBD	13	21	65'	0.93	\$4,269.40
TBD	13	22	60'	0.86	\$3,948.05
TBD	13	Park Area	Park Area	0.00	\$0.00
TBD	14	1	60'	0.86	\$3,948.05
TBD	14	2	60'	0.86	\$3,948.05
TBD	15	1	70'	1.00	\$4,590.75
TBD	15	2	65'	0.93	\$4,269.40
TBD	15	3	70'	1.00	\$4,590.75
TBD	15	4	65'	0.93	\$4,269.40
TBD	15	5	70'	1.00	\$4,590.75
TBD	15	6	60'	0.86	\$3,948.05
TBD	15	7	55'	0.79	\$3,626.70
TBD	15	8	60'	0.86	\$3,948.05
TBD	15	9	60'	0.86	\$3,948.05
TBD	15	10	55'	0.79	\$3,626.70
TBD	15	11	60'	0.86	\$3,948.05
TBD	15	12	55'	0.79	\$3,626.70
TBD	15	13	60'	0.86	\$3,948.05

**Appendix H-2**  
**Phase #3 Assessment Roll Summary**

<b>Parcel ID</b>	<b>Block #</b>	<b>Lot #</b>	<b>Lot Size</b>	<b>Equivalent Units</b>	<b>Outstanding Assessment</b>
TBD	15	Common Area	Common Area	0.00	\$0.00
TBD	15	Park Area	Park Area	0.00	\$0.00
Total		152		131.42	\$603,316.91

## **Exhibit B**

### **PARKS AT PANCHASARP FARMS PUBLIC IMPROVEMENT DISTRICT JC-1 PHASE #3 REIMBURSEMENT AGREEMENT**

This Parks at Panchasarp Farms Public Improvement District JC-1 Phase #3 Reimbursement Agreement (this “Reimbursement Agreement”) is executed by and among the **CITY OF BURLESON, TEXAS**, a home-rule municipality of the State of Texas (the “City”) and **PF FARMS, LLC**, a Texas limited liability company (the “Developer”) (individually referred to as a “Party” and collectively as the “Parties”) to be effective August 19, 2024 (the “Effective Date”).

#### **RECITALS**

**WHEREAS**, capitalized terms used in this Reimbursement Agreement shall have the meanings given to them in this Reimbursement Agreement or in the *Parks at Panchasarp Farms Public Improvement District JC-1 Service and Assessment Plan*, dated February 3, 2020, as updated for Phase #2 on February 21, 2022, as updated for Phase #3 on August 5, 2024, as the same may be amended, supplemented, and updated from time to time (the “SAP” or “Service and Assessment Plan”) passed and approved by the City Council of the City on August 19, 2024; and

**WHEREAS**, on February 4, 2019 the City Council passed and approved Resolution CSO# 981-02-2019 authorizing the creation of the Parks at Panchasarp Farms Public Improvement District JC-1 (the “District”), covering approximately 220.88 acres of land described by metes and bounds in said Resolution (the “District Property”); and

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

**WHEREAS**, the District Property is being developed in phases, and special assessments for each phase have been or will be levied against the Assessed Property within such phase to pay the costs of Authorized Improvements that confer a special benefit on the Assessed Property within such phase; and

**WHEREAS**, Phase #3 Improvements (as defined in the SAP) have been constructed within Phase #3 of the District Property, as described and depicted in the SAP; and

**WHEREAS**, on July 22, 2024, the City Council passed and approved a resolution determining, among other things, the estimated costs of the Phase #3 Improvements; and

**WHEREAS**, on August 5, 2024, the City Council conducted a first reading and on August 19, 2024, the City Council conducted a second reading and passed and approved an ordinance (the “Assessment Ordinance”) which, among other things, approved the SAP (including the Phase #3 Assessment Roll), levied assessments, and established the dates upon which interest on assessments will begin to accrue and collection of assessments will begin; and

**WHEREAS**, in addition to approving the SAP, the Assessment Ordinance levied assessments against property within Phase #3 (the “Phase #3 Assessed Property”) for the Phase #3

Improvements in accordance with the Phase #3 Assessment Roll attached as Appendix H to the SAP; and

**WHEREAS**, the SAP established \$603,317 as the cost of the Phase #3 Improvements to be assessed against Phase #3 of the District Property (the “Phase #3 Improvements Costs”); and

**WHEREAS**, the SAP allocated the Phase #3 Improvements Costs to Phase #3 of the District Property, and the SAP contemplated the allocation of the Phase #3 Improvements Costs among the single family and multifamily residential lots to be created from the subdivision of the District Property; and

**WHEREAS**, assessments against lots within Phase #3 of the District (the “Phase #3 Assessments”) will be reflected on the Phase #3 Assessment Roll as approved by the City Council; and

**WHEREAS**, the SAP and the Assessment Ordinance provide, in part, that an Assessment or Assessments may be paid in full at any time, and if an Assessment is not paid in full, it shall be due and payable in Annual Installments plus interest for a period of 30 years or until the Assessment is paid in full; and

**WHEREAS**, all revenue received and collected by the City from the collection of the Phase #3 Assessments and Annual Installments (excluding Delinquent Collection Costs and Administrative Expenses, and Maintenance Expenses) (the “Phase #3 Assessment Revenue”) shall be deposited as required by the PID Act into an assessment fund that is segregated from all other funds of the City (the “Phase #3 Assessment Fund”); and

**WHEREAS**, if Future Phase #3 Bonds (as defined below) are issued, Phase #3 Assessment Revenue shall be collected and deposited as provided in the indenture(s) authorizing the issuance of the Future Phase #3 Bonds; and

**WHEREAS**, the Phase #3 Assessment Revenue deposited into the Phase #3 Assessment Fund shall be used to reimburse Developer and its assigns for the Phase #3 Improvements Costs advanced by the Developer in an amount not to exceed \$603,317, plus interest; and

**WHEREAS**, the obligations of the City to use the Phase #3 Assessments hereunder is authorized by the PID Act; and

**WHEREAS**, at the discretion of the City, it is anticipated that Future Phase #3 Bonds may be issued for all or a portion of the Phase #3 Improvements; therefore, prior to or contemporaneously with the issuance of any such bonds, Developer and City agree to amend this Reimbursement Agreement as determined necessary by City’s bond counsel for issuance of any such bonds, for compliance with applicable law and for compliance with the obligations of the parties under this Reimbursement Agreement.



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

1. The recitals in the “WHEREAS” clauses of this Reimbursement Agreement are true and correct, create obligations of the Parties, and are incorporated as part of this Reimbursement Agreement for all purposes.
2. Strictly subject to the terms, conditions, and requirements and solely from the Phase #3 Assessment Revenues as herein provided and in accordance with the SAP, the City agrees to pay the Developer and its assigns, and the Developer and its assigns shall be entitled to receive from the City, the amount equal to the actual costs of the Phase #3 Improvements paid by the Developer for the Phase #3 Improvements Costs that were within budgeted costs, or authorized Cost Overruns in accordance with the SAP, that were paid by the Developer as evidenced by one or more Certifications for Payment (as defined below) approved by the City plus interest on the unpaid balance in accordance with the terms of this Reimbursement Agreement until the last year of Annual Installment collection shown in the SAP (the “Maturity Date”), and which shall be reimbursed to the Developer and its assigns in a principal amount not to exceed \$603,317 (the “Reimbursement Amount”), plus interest accrued, as hereinafter provided. The City hereby covenants to create, concurrently with the execution of this Reimbursement Agreement, a separate fund to be designated the “Phase #3 Assessment Fund.” The Reimbursement Amount is payable from Phase #3 Assessment Revenue to be deposited in the Phase #3 Assessment Fund, or from the net proceeds of Future Phase #3 Bonds, as described below:
  - a. The Reimbursement Amount is payable solely from: (i) the Phase #3 Assessment Revenue received and collected by the City and deposited into the Phase #3 Assessment Fund; (ii) the net proceeds (after payment of costs of issuance, including the costs paid or incurred by the City and Administrative Expenses) of one or more series of bonds (the “Future Phase #3 Bonds”) issued by the City and secured by the Phase #3 Assessment Revenue; or (iii) a combination of items (i) and (ii) immediately above. The Phase #3 Assessment Revenue shall be received, collected and deposited into the Phase #3 Assessment Fund subject to the following limitations:
    - i. Calculation of the Phase #3 Assessments and the first Annual Installment for a Parcel shall begin as provided for in the SAP.
    - ii. Until such time as Future Phase #3 Bonds are issued, the Phase #3 Assessments shall accrue interest at the per annum rates set forth in this Section 2. Interest shall continue on the unpaid principal amount of the

Phase #3 Assessments for a Parcel for the earlier of 30 years or until the Phase #3 Assessments for such Parcel are paid in full.

- iii. The Developer and its assigns shall be reimbursed in a combined aggregate amount not to exceed \$603,317 plus interest from the Phase #3 Assessment Fund and as allowed under this Section 2(a).
  - iv. The unpaid Reimbursement Amount shall bear simple interest per annum at the rate of (x) 6.23% for years 1 through 5, and (y) 6.23% thereafter, as shown in the SAP; provided that, in the event Future Phase #3 Bonds are issued, the per annum interest rate on the Reimbursement Amount shall not exceed, and shall be limited to, the per annum interest rate on such bonds. The interest rate has been approved by the City Council and is authorized by the PID Act and was determined based upon *the Bond Buyer Index*, a daily publication that publishes this interest rate index, which the highest average index rate for tax-exempt bonds reported in the previous month was 4.23%. The interest rates of 6.23% and 6.23% contained herein, as shown in the SAP, comply with Subsections 372.023(e)(1) and (e)(2) of the PID Act.
  - v. If Future Phase #3 Bonds are issued, the City shall bill, collect, and upon receipt, deposit all Phase #3 Assessment Revenue relating to such bonds in the manner set forth in the Indenture(s) authorizing such bonds.
3. The amount of the Reimbursement Amount that has not been paid, plus the interest accrued as described in Section 2(a)(iv) above, are collectively, the “Unpaid Balance.” The Unpaid Balance is secured by and payable solely from the Phase #3 Assessment Revenue received and collected by the City and deposited into the Phase #3 Assessment Fund or from the net proceeds of the Future Phase #3 Bonds. No other City funds, revenue, taxes, or income of any kind shall be used to pay the Unpaid Balance, even if the Unpaid Balance is not paid in full by the Maturity Date, and such unpaid amount shall be canceled and for all purposes of this Reimbursement Agreement shall be deemed to have been conclusively and irrevocably PAID IN FULL, and such Unpaid Balance shall no longer be deemed to be payable. This Reimbursement Agreement shall not, under any circumstances, give rise to or create a charge against the general credit or taxing power of the City or a debt or other obligation of the City payable from any source other than Phase #3 Assessment Revenue received, collected and deposited into the Phase #3 Assessment Fund. The City covenants that it will comply with the provisions of this Reimbursement Agreement and the PID Act, including provisions relating to the administration of the District and the enforcement and collection of taxes and assessments, and all other covenants provided therein. Notwithstanding its collection efforts, if the City fails to receive all or any part of the Phase #3 Assessment Revenue and, as a result, is unable to make transfers from the Phase #3

Assessment Revenue Fund for payments to the Developer as required under this Reimbursement Agreement, such failure and inability shall not constitute a Failure or Default by the City under this Reimbursement Agreement.

4. If Future Phase #3 Bonds are issued, the net proceeds of such Future Phase #3 Bonds shall be used, from time to time, first to pay the Unpaid Balance due to the Developer under this Reimbursement Agreement for the costs of Phase #3 Improvements that have already been paid by the Developer and then to pay all or any portion of any Phase #3 Improvements Cost, as set forth in the SAP such that no Future Phase #3 Bonds are issued unless the funds necessary to complete the Phase #3 Improvements are deposited with the net proceeds of the Future Phase #3 Bonds on the closing date of the Future Phase #3 Bonds. Notwithstanding the foregoing, the Developer shall only be entitled to repayment of the costs of the Phase #3 Improvements as set forth in the SAP. If costs of completion of the Phase #3 Improvement is less than the amounts set forth in the SAP, the Developer shall not be entitled to such excess amounts.
5. The Developer has the right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part without the consent of (but with written notice to) the City, the Developer's right, title, or interest under this Reimbursement Agreement including, but not limited to, any right, title, or interest of the Developer in and to payment of the Unpaid Balance (any of the foregoing, a "Transfer," and the person or entity to whom the Transfer is made, a "Transferee"). The rights of the Developer to assignment are conditioned upon the Transferee agreeing, in writing, to assume the rights, title or interest being assigned and to be bound by the terms and conditions of this Reimbursement Agreement to the extent they apply to the rights, title or interest being assigned. An assignment by the Developer pursuant to this Section shall be effective upon delivery to the City of a copy of the fully executed assignment, which shall include the information required by Section 9 below and unambiguous provisions regarding any apportionment between the Developer and the Transferee of the right to receive payment of the Unpaid Balance or any other payment. The City may rely on any notice of a Transfer or executed assignment received from the Developer without obligation to investigate or confirm the validity or occurrence of such Transfer. The Developer waives all rights or claims against the City for any such funds provided to a third party as a result of a Transfer for which the City has received notice, and the Developer's sole remedy shall be to seek the funds directly from the third party. If the City determines in its sole discretion that the executed assignment received from the Developer does not unambiguously provide for the apportionment between the Developer and the Transferee of the right to receive payments of the Unpaid Balance or any other amount, the City will make such payments solely to that Developer until such time as the executed assignment is amended to unambiguously provide for such apportionment and the Transferee or other third party's sole remedy shall be to seek the funds directly from the Developer. No conveyance, transfer, assignment, mortgage, pledge or other

encumbrance shall be made by the Developer or any successor or assignee of the Developer that results in the City being an “obligated person” within the meaning of Rule 15c2-12 of the United States Securities and Exchange Commission. Any assignment by a Transferee of its rights, title or interest under this Reimbursement Agreement shall be subject to the requirements of the Developer under this Section 5.

6. The obligations of the City under this Reimbursement Agreement are non-recourse and payable only from the Phase #3 Assessment Fund or the net proceeds of the Future Phase #3 Bonds and such obligations do not create a debt or other obligation payable from any other City revenues, taxes, income, or property. None of the City or any of its elected or appointed officials or any of its officers or employees shall incur any liability hereunder to the Developer or any other party in their individual capacities by reason of this Reimbursement Agreement or their acts or omissions under this Reimbursement Agreement.
7. Nothing in this Reimbursement Agreement is intended to constitute a waiver by the City of any remedy the City may otherwise have outside this Reimbursement Agreement against the Developer, any Transferee, or any other person or entity involved in the design, construction or installation of the Phase #3 Improvements. The obligations of Developer hereunder shall be those as a Party hereto and not solely as an owner of property in the District. Nothing herein shall be constructed, nor is intended, to affect the City’s or Developer’s rights and duties to perform their respective obligations under other agreements, regulations and ordinances.
8. This Reimbursement Agreement is being executed and delivered, and is intended to be performed in the State of Texas. Except to the extent that the laws of the United States may apply to the terms hereof, the substantive laws of the State of Texas shall govern the validity, construction, enforcement, and interpretation of this Reimbursement Agreement. In the event of a dispute involving this Reimbursement Agreement, exclusive venue for such dispute shall lie in any court of competent jurisdiction in Johnson County, Texas.
9. Any notice required or contemplated by this Reimbursement Agreement shall be signed by or on behalf of the Party giving the Notice, and shall be deemed effective as follows: (i) when delivered by a national company such as FedEx or UPS with evidence of delivery signed by any person at the delivery address regardless of whether such person was the named addressee; or (ii) 72 hours after the notice was deposited with the United States Postal Service, Certified Mail, Return Receipt Requested. Any Party may change its address by delivering written notice of such change in accordance with this section. All Notices given pursuant to this Section shall be addressed as follows:

To the City:                      City of Burleson, Texas  
                                                 Attn: City Manager

141 W. Renfro Street  
Burleson, Texas 76028

With a copy to: Taylor, Olson, Adkins, Sralla, & Elam, LLP  
Attn: E. Allen Taylor, Jr., City Attorney  
6000 Western Place, Ste. 200  
Fort Worth, TX 76107

To the Landowner: PF Farms, LLC  
Attn: Ben Panchasarp  
4020 N. MacArthur Blvd, Suite 122-278  
Irving, TX 75038

With a copy to: Winstead PC  
Attn: Ross Martin  
2728 N. Harwood Street, Suite 500  
Dallas, TX 75201

10. Notwithstanding anything herein to the contrary, nothing herein shall otherwise authorize or permit the use by the City of the Phase #3 Assessments contrary to the provisions of the PID Act.
11. Remedies:
  - a. If either Party fails to perform an obligation imposed on such Party by this Reimbursement Agreement (a “Failure”) and such Failure is not cured after written notice and the expiration of the cure periods provided in this section, then such Failure shall constitute a “Default.” Upon the occurrence of a Failure by a non-performing Party, the other Party shall notify the non-performing Party and all Transferees of the non-performing Party in writing specifying in reasonable detail the nature of the Failure. The non-performing Party to whom notice of a Failure is given shall have at least 30 days from receipt of the notice within which to cure the Failure; however, if the Failure cannot reasonably be cured within 30 days and the non-performing Party has diligently pursued a cure within such 30-day period and has provided written notice to the other Party that additional time is needed, then the cure period shall be extended for an additional 30-day period so long as the non-performing Party is diligently pursuing a cure. Any Transferee shall have the same rights as the Developer to enforce the obligations of the City under this Reimbursement Agreement and shall also have the right, but not the obligation, to cure any alleged Failure by the Developer within the same time periods that are provided to the Developer. The election by a Transferee to cure a Failure by the Developer shall constitute a cure by the Developer but shall not obligate the Transferee to be bound by this Reimbursement Agreement with respect to

Developer obligations under this Reimbursement Agreement unless the Transferee agrees to be bound or is bound as a result of a Transfer to the Transferee.

- b. If the City is in Default, the Developer's sole and exclusive remedies shall be to: (1) seek a writ of mandamus to compel performance by the City; or (2) seek specific enforcement of this Reimbursement Agreement.
  - c. If the Developer is in Default, the City may pursue any legal or equitable remedy or remedies, including, without limitation, damages, and termination of this Reimbursement Agreement. The City shall not terminate this Reimbursement Agreement unless it delivers to the Developer a second notice expressly providing that the City will terminate within thirty (30) additional days. Termination or non-termination of this Reimbursement Agreement upon a Default shall not prevent the City from suing the Developer for specific performance, damages, actual damages, excluding punitive, special and consequential damages, injunctive relief or other available remedies with respect to obligations that expressly survive termination. In the event the Developer fails to pay any of the expenses or amounts or perform any obligation specified in this Reimbursement Agreement, then to the extent such failure constitutes a Default hereunder, the City may, but shall not be obligated to do so, pay any such amount or perform any such obligations and the amount so paid and the reasonable out of pocket costs incurred by the City in said performance shall be due and payable by the Developer to the City within thirty (30) days after the Developer's receipt of an itemized list of such costs.
  - d. No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity.
  - e. The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.
12. To the extent there is a conflict between this Reimbursement Agreement and an Indenture securing the Future Phase #3 Bonds, the Indenture securing the Future Phase #3 Bonds shall control as the provisions relate to the Phase #3 Assessments.
13. The failure by a Party to insist upon the strict performance of any provision of this Reimbursement Agreement by the other Party, or the failure by a Party to exercise its rights upon a Default by the other Party shall not constitute a waiver of such Party's right to insist and demand strict compliance by such other Party with the provisions of this Reimbursement Agreement.



14. The City does not waive or surrender any of its governmental powers, immunities, or rights except to the extent permitted by law and necessary to allow the Developer to enforce its remedies under this Reimbursement Agreement.
15. Nothing in this Reimbursement Agreement, express or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the City and the Developer and its assigns any rights, remedies, or claims under or by reason of this Reimbursement Agreement, and all covenants, conditions, promises, and agreements in this Reimbursement Agreement shall be for the sole and exclusive benefit of the City and the Developer.
16. In this Reimbursement Agreement, time is of the essence and compliance with the times for performance herein is required.
17. The City represents and warrants that this Reimbursement Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Reimbursement Agreement on behalf of the City has been duly authorized to do so. The Developer represents and warrants that this Reimbursement Agreement has been approved by appropriate action of the Developer, and that the individual executing this Reimbursement Agreement on behalf of the Developer has been duly authorized to do so. Each Party respectively acknowledges and agrees that this Reimbursement Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.
18. This Reimbursement Agreement represents the entire agreement of the Parties and no other agreement, statement or promise made by any Party or any employee, officer or agent of any Party with respect to any matters covered hereby that is not in writing and signed by all the Parties to this Reimbursement Agreement shall be binding. This Reimbursement Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Reimbursement Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Reimbursement Agreement; and (b) the remainder of this Reimbursement Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.
19. This Reimbursement Agreement may be executed in any number of counterparts, each of which shall be deemed an original.
20. The term of this Reimbursement Agreement is the earlier of (i) thirty (30) years from the collection of the Assessment Revenue, (ii) until the Unpaid Balance is paid in full in accordance herewith, (iii) the issuance of Future Phase #3 Bonds, or (iv) termination

pursuant to a Default, whichever occurs first. The Developer shall be entitled to reimbursement for costs pursuant to a submitted Certification for Payment if the Developer has submitted a Certification for Payment prior a Default.

21. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Reimbursement Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Reimbursement Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within fifteen (15) business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, shall give Notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term “force majeure” shall include events or circumstances that are not within the reasonable control of Party whose performance is suspended and that could not have been avoided by such Party with the good faith exercise of good faith, due diligence and reasonable care, such as by reason of floods, earthquakes or other acts of God, war, civil commotion, riots, strikes, picketing or other labor disputes, damage to work in progress by casualty or by other cause beyond the reasonable control of the Party (financial inability excepted).
22. Any amounts or remedies due pursuant to this Reimbursement Agreement are not subject to acceleration.
23. The City and the Developer agree that the Developer shall submit one or more Certifications for Payment in substantially the form of **Exhibit A** attached hereto (each a “Certification for Payment”) for cost(s) of Phase #3 Improvements in an aggregate amount up to the maximum Unpaid Balance set forth in Section 3 hereof. The amount of each Certification for Payment approved by the City shall be added to the principal amount of the Reimbursement Amount, not to exceed the maximum Unpaid Balance set forth in Section 3 hereof.
24. Upon receipt of a Certification for Payment, substantially in the form of **Exhibit A** hereto (along with all accompanying documentation required by the City) from the Developer, the City engineer or other individual employed by the City to inspect infrastructure to be owned by the City for compliance with all rules and regulations applicable to the development and the infrastructure inspected (the “City Inspector”) shall conduct a review in order to confirm that such request is complete, to confirm that the work with respect to such Phase #3 Improvement identified therein for which payment is requested was performed in accordance with all applicable governmental laws, rules and regulations and applicable plans therefor and with the terms of this Reimbursement Agreement, and to verify and approve the actual cost of such work specified in such Certification for Payment (collectively, the “Developer Compliance Requirements”), and shall, upon the conclusion of the review, forward the request to the City Manager of the City, or any other official or

agent of the City later authorized by the City Council to undertake the action referenced herein (the “City Representative”). The City Inspector and/or City Representative shall also conduct such review as is required in his discretion to confirm the matters certified in the Certification for Payment. The Developer agrees to cooperate with the City Inspector and/or City Representative in conducting each such review and to provide the City Inspector and/or City Representative with such additional information and documentation as is reasonably necessary for the City Inspector and/or City Representative to conclude each such review. Within twenty-one (21) business days of receipt of any Certification for Payment, the City Inspector shall either (i) approve and execute the Certification for Payment and forward the same to City Representative for approval (A) as an additional principal amount of the Reimbursement Amount for payment from those funds available in the Phase #3 Assessment Fund in accordance with this Reimbursement Agreement, or, (B) if Future Phase #3 Bonds have been issued by the City, the City Representative shall forward the Certification for Payment to the Trustee for payment pursuant to the related Indenture, or (ii) in the event the City Inspector disapproves the Certification for Payment, give written notification to the Developer of the City Inspector’s disapproval, in whole or in part, of such Certification for Payment, specifying the reasons for such disapproval and the additional requirements to be satisfied for approval of such Certification for Payment. If a Certification for Payment seeking reimbursement is approved only in part, the City Inspector shall specify the extent to which the Certification for Payment is approved and shall deliver such partially approved Certification for Payment to the City Representative for approval in accordance with this Section 24, and any such partial work shall be processed for payment under this Section 24, notwithstanding such partial denial. If the City Inspector fails to act with respect to a Certification for Payment within the time period herein provided, the Developer shall submit the Certification for Payment directly to the City Representative for approval. Within fourteen (14) business days of receipt of any Certification for Payment, the City Representative shall approve or deny the Certification for Payment, and provide notice to the Administrator and Developer. The approval of the Certification for Payment by the City Representative shall constitute a representation by the City Representative of the Developer’s compliance therein. If the City Representative denies the Certification for Payment, the denial must be in writing, stating the reason(s) for denial. The denial may be appealed to the City Council by the Developer in writing within thirty (30) days of being denied by the City Representative. Denial of the Certification for Payment by the City Council shall be attempted to be resolved by half-day mediation between the parties in the event an agreement is not otherwise reached by the parties, with the mediator’s fee being paid by Developer. The Certification for Payment shall not be forwarded to the City Representative or the Trustee, if applicable, for payment until the dispute is resolved by the City and the Developer. The Developer shall deliver the approved or partially approved Certification for Payment by the City Representative as provided herein, or approved by the City Council, to the City Representative for payment from the Phase #3 Assessment Fund in accordance with this Reimbursement Agreement; provided, however, if Future Phase #3 Bonds have been issued, the City Representative shall provide the Certification for Payment to the Trustee for payment in accordance with the related Indenture.

25. The amount of a Certification for Payment approved by the City constituting a portion of the Reimbursement Amount shall accrue interest at the per annum rates set forth in Section 2 hereof from the date of approval by the City Representative of the Certification for Payment.
26. Upon the final completion of an Phase #3 Improvement (or its completed segment or phase thereof) and payment of all outstanding invoices for such Phase #3 Improvement, if the actual cost(s) of such Phase #3 Improvement (or its completed segment or phase thereof) is less than the budgeted cost(s) (a “Cost Underrun”), any remaining budgeted cost(s) will be available to pay cost overruns (“Cost Overruns”) on any other Phase #3 Improvement (or its completed segment or phase thereof). The City shall promptly confirm to the Administrator that such remaining amounts are available to pay such Cost Overruns, and the Developer, the Administrator and the City Representative will agree how to use such moneys to secure the payment and performance of the work for other Phase #3 Improvements. Any Cost Underrun for any Phase #3 Improvement (or its completed segment or phase thereof) is available to pay Cost Overruns on any other Phase #3 Improvement (or its completed segment or phase thereof), and may be added to the amount approved for payment in any Certification for Payment, as agreed to by the Developer, the Administrator, and the City Representative.
27. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, will not boycott Israel during the term of this Reimbursement Agreement. As used in the foregoing verification, “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Developer understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Section 27 shall survive termination of this Reimbursement Agreement until the statute of limitations has run.
28. The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code. The foregoing representation excludes the Developer and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Developer understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit. Notwithstanding anything contained herein, the

representations and covenants contained in this Section 28 shall survive termination of the Reimbursement Agreement until the statute of limitations has run.

29. The Developer hereby verifies that it and its parent companies, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Reimbursement Agreement. As used in the foregoing verification, “boycott energy companies” shall have the meaning assigned to the term “boycott energy company” in Section 809.001, Texas Government Code. The Developer understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Section 29 shall survive termination of the Reimbursement Agreement until the statute of limitations has run.
30. The Developer hereby verifies that it and its parent companies, wholly- or majority- owned subsidiaries, and other affiliates, if any,
- (1) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and
  - (2) will not discriminate during the term of this Reimbursement Agreement against a firearm entity or firearm trade association.

As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code. The Developer understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Section 30 shall survive termination of the Reimbursement Agreement until the statute of limitations has run.

[SIGNATURE PAGES TO FOLLOW]

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

**CITY OF BURLESON, TEXAS**

By: _____  
Name: Chris Fletcher  
Title: Mayor

ATTEST:

_____  
Name: Amanda Campos, TRMC, CMC  
Title: City Secretary

[Signature Page for Parks at Panchasarp Farms PID JC-1 Phase #3 Reimbursement Agreement]



**DEVELOPER:**

**PF FARMS, LLC,**  
a Texas limited liability company

By: _____  
Name: Ben Panchasarp  
Its: Manager

[Signature Page for Parks at Panchasarp Farms PID JC-1 Phase #3 Reimbursement Agreement]

## **Exhibit A**

### **SUBSTANTIAL FORM OF CERTIFICATION FOR PAYMENT**

The undersigned is an agent for PF Farms, LLC, a Texas limited liability company (the “Developer”) and requests payment from the Phase #3 Assessment Fund (as defined in the Parks at Panchasarp Farms Public Improvement District JC-1 Phase #3 Reimbursement Agreement) from the City of Burleson, Texas (the “City”) in the amount of \$_____ for labor, materials, fees, and/or other general costs related to the construction of certain Phase #3 Improvements related to the Parks at Panchasarp Farms Public Improvement District JC-1 (the “Phase #3 Improvements”). Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Parks at Panchasarp Farms Public Improvement District JC-1 Phase #3 Reimbursement Agreement (the “Phase #3 Reimbursement Agreement”) dated June August 19, 2024.

In connection to the above referenced payment, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Certification for Payment on behalf of the Developer, and is knowledgeable as to the matters set forth herein.
2. The payment requested for the below referenced Phase #3 Improvements have not been the subject of any prior payment request submitted to the City or, if previously requested, no disbursement was made with respect thereto.
3. The itemized amounts listed for the Phase #3 Improvements below is a true and accurate representation of the costs associated with the creation, acquisition, or construction of said Phase #3 Improvement, and such costs are in compliance with the Phase #3 Reimbursement Agreement and the Service and Assessment Plan.
4. The Developer is in compliance with the terms and provisions of the Phase #3 Reimbursement Agreement and the Service and Assessment Plan.
5. All conditions set forth in the Phase #3 Reimbursement Agreement for the payment hereby requested have been satisfied.
6. The work with respect to the Phase #3 Improvement referenced below (or its completed segment) has been completed and the City may begin inspection of the Phase #3 Improvement.
7. The Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

**Payments requested should include the following:**

<b>Payee / Description of Phase #3 Improvement</b>	<b>Total Cost of Phase #3 Improvement</b>	<b>Budgeted Cost of Phase #3 Improvement</b>	<b>Amount to be paid from the Phase #3 Assessment Fund</b>

Attached hereto are receipts, purchase orders, change orders, and similar instruments which support and validate the above requested payments. Also attached hereto are **“bills paid” affidavits and supporting documentation** in the standard form for City construction projects evidencing that any contractor or subcontractor having performed work on an Phase #3 Improvement described above has been paid in full for all work completed through the previous Certification for Payment.

Pursuant to the Phase #3 Reimbursement Agreement, after receiving this payment request, the City Inspector has inspected the Phase #3 Improvements (or completed segment) and confirmed that said work has been completed in accordance with approved plans and all applicable governmental laws, rules, and regulations.

**Payments requested hereunder shall be made as directed below:**

- a. X amount to Person or Account Y for Z goods or services.
- b. Payment instructions

I hereby declare that the above representations and warranties are true and correct.

Dated: _____.

**DEVELOPER:**

**PF FARMS, LLC,**  
a Texas limited liability company

By: _____  
Name: Ben Panchasarp  
Its: Manager

**APPROVAL OF REQUEST BY CITY**

The City is in receipt of the attached Certification for Payment, acknowledges the Certification for Payment, and finds the Certification for Payment to be in order. After reviewing the Certification for Payment, the City approves the Certification for Payment. The City's approval of the Certificate for Payment shall not have the effect of estopping or preventing the City from asserting claims under the Phase #3 Reimbursement Agreement, the indenture (if any), the Service and Assessment Plan, or any other agreement between the parties or that there is a defect in the Phase #3 Improvements.

**CITY OF BURLESON, TEXAS**

By: _____

Name: _____

Title: _____

Date: _____

## PHASE #3 LANDOWNER AGREEMENT

This **PHASE #3 LANDOWNER AGREEMENT** (the “Agreement”), is entered into as of August 19, 2024, between the City of Burleson, Texas (the “City”), a home-rule municipality of the State of Texas (the “State”), and JC Panchasarp, LP, a Texas limited partnership (the “Landowner”).

### **RECITALS:**

**WHEREAS**, capitalized terms used but not defined herein shall have the meanings given to them in the Service and Assessment Plan (as defined herein); and

**WHEREAS**, Landowner owns the Phase #3 Assessed Property described by a metes and bounds description attached as **Exhibit I** to this Agreement and which is incorporated herein for all purposes, comprising all of the non-exempt, privately-owned land described in **Exhibit I** (the “Landowner’s Parcel”) which is located within Phase #3 of the Parks at Panchasarp Farms Public Improvement District JC-1 (the “District”) in the corporate limits of the City; and

**WHEREAS**, the City Council has adopted an assessment ordinance (including all exhibits and attachments thereto, the “Assessment Ordinance”) for the Phase #3 Improvements and the Parks at Panchasarp Farms Public Improvement District JC-1 Service and Assessment Plan (as updated and amended, the “Service and Assessment Plan”) and which is incorporated herein for all purposes, and has levied an assessment on the Phase #3 Assessed Property in Phase #3 of the District that will be used for the payment of certain infrastructure improvements and to pay the costs of constructing the Phase #3 Improvements that will benefit the Phase #3 Assessed Property; and

**WHEREAS**, the Declaration of Covenants, Conditions and Restrictions attached to this Agreement as **Exhibit II** and which are incorporated herein for all purposes includes the statutory notification required by Texas Property Code, Section 5.014, as amended, to be provided by the seller of residential property that is located in a public improvement district established under Chapter 372 of the Texas Local Government Code, as amended (the “PID Act”), to the purchaser.

**NOW, THEREFORE**, for and in consideration of the mutual promises, covenants, obligations and benefits hereinafter set forth, the City and the Landowner hereby contract, covenant and agree as follows:

### **DEFINITIONS; APPROVAL OF AGREEMENTS**

**Definitions.** Capitalized terms used but not defined herein (including each exhibit hereto) shall have the meanings ascribed to them in the Service and Assessment Plan.

**Affirmation of Recitals.** The findings set forth in the Recitals of this Agreement are hereby incorporated as the official findings of the City Council.

### **I.**

## **AGREEMENTS OF LANDOWNER**

A. Affirmation and Acceptance of Agreements and Findings of Benefit. Landowner hereby ratifies, confirms, accepts, agrees to, and approves:

(i) the creation and boundaries of the District, and the boundaries of the Landowner's Parcel and the location and development of the Phase #3 Improvements on the Landowner's Parcel and on the property within Phase #3 of the District;

(ii) the determinations and findings as to the benefits by the City Council in the Service and Assessment Plan and the Assessment Ordinance; and

(iii) the Assessment Ordinance and the Service and Assessment Plan.

B. Acceptance and Approval of Phase #3 Assessments and Lien on Property. Landowner consents to, agrees to, acknowledges and accepts the following:

(i) each Assessment levied by the City on the Phase #3 Assessed Property within Phase #3 of the District (the "Phase #3 Assessments") as shown on the assessment roll attached as Appendix H to the Service and Assessment Plan (the "Phase #3 Assessment Roll");

(ii) the Phase #3 Improvements specially benefit Phase #3 of the District, and the Landowner's Parcel, in an amount at least equal to the Phase #3 Assessment levied on the Phase #3 Assessed Property within Phase #3 of the District, as such Phase #3 Assessment is shown on the Phase #3 Assessment Roll;

(iii) each Phase #3 Assessment is final, conclusive and binding upon Landowner and any subsequent owner of a Phase #3 Assessed Property, regardless of whether such landowner may be required to prepay a portion of, or the entirety of, such Phase #3 Assessment upon the occurrence of a mandatory prepayment event as provided in the Service and Assessment Plan;

(iv) the obligation to pay the Phase #3 Assessment levied on the Phase #3 Assessed Property owned by the Landowner and any subsequent owner of a Phase #3 Assessed Property when due and in the amount required by and stated in the Service and Assessment Plan and the Assessment Ordinance;

(v) each Phase #3 Assessment or reassessment, with interest, the expense of collection, and reasonable attorney's fees, if incurred, is a first and prior lien against the Phase #3 Assessed Property, superior to all other liens and monetary claims except liens or monetary claims for state, county, school district, or municipal ad valorem taxes, and is a personal liability of and charge against the owner of the Phase #3 Assessed Property regardless of whether such owner is named;



(vi) the Phase #3 Assessment lien on the Phase #3 Assessed Property is a lien and covenant that runs with the land and is effective from the date of the Assessment Ordinance and continues until the Phase #3 Assessment is paid and may be enforced by the governing body of the City in the same manner that an ad valorem tax lien against real property may be enforced by the City;

(vii) delinquent installments of the Phase #3 Assessment shall incur and accrue interest, penalties, and attorney's fees as provided in the PID Act;

(viii) the owner of a Phase #3 Assessed Property may pay at any time the entire Phase #3 Assessment, with interest that has accrued on the Phase #3 Assessment, on any parcel in the Landowner's Parcel;

(ix) the Annual Installments of the Phase #3 Assessments (as defined in the Service and Assessment Plan and Phase #3 Assessment Roll) may be adjusted, decreased and extended; and, the Landowner and any subsequent owner of the Landowner's Parcel shall be obligated to pay their respective revised amounts of the Annual Installments, when due and without the necessity of further action, Phase #3 Assessments or reassessments by the City, the same as though they were expressly set forth herein; and

(x) Landowner has received, or hereby waives, all notices required to be provided to it under Texas law, including the PID Act, prior to the Effective Date (defined herein).

C. Mandatory Prepayment of Phase #3 Assessments. Landowner agrees and acknowledges that Landowner or subsequent landowners may have an obligation to prepay a Phase #3 Assessment upon the occurrence of a mandatory prepayment event, at the sole discretion of the City and as provided in the Service and Assessment Plan, as amended or updated.

D. Notice of Assessments. Landowner further agrees as follows:

(i) the Declaration of Covenants, Conditions and Restrictions in the form attached hereto as **Exhibit II** shall be terms, conditions and provisions running with the Landowner's Parcel and shall be recorded (the contents of which shall be consistent with the Assessment Ordinance and the Service and Assessment Plan as reasonably determined by the City) in the records of the County Clerk of Johnson County, as a lien and encumbrance against such Phase #3 Assessed Property, and Landowner hereby authorizes the City to so record such documents against the Phase #3 Assessed Property owned by Landowner;

(ii) in the event of any subdivision, sale, transfer or other conveyance by the Landowner of the right, title or interest of the Landowner in the Landowner's Parcel or any part thereof, the Landowner's Parcel, or any such part thereof, shall continue to be bound

by all of the terms, conditions and provisions of such Declaration of Covenants, Conditions and Restrictions and any purchaser, transferee or other subsequent owner shall take such Phase #3 Assessed Property(s) subject to all of the terms, conditions and provisions of such Declaration of Covenants, Conditions and Restrictions; and

(iii) Landowner shall comply with, and shall contractually obligate (and, upon the City's request, promptly provide written evidence of such contractual provisions to the City) any party who purchases any Phase #3 Assessed Property owned by Landowner, or any portion thereof, for the purpose of constructing residential properties that are eligible for "homestead" designations under State law, to comply with the Homebuyer Education Program described on **Exhibit III** to this Agreement. Such compliance obligation shall terminate as to each Lot if, and when, (i) a final certificate of occupancy for a residential unit on such Lot is issued by the City, and (ii) there is a sale of a Lot to an individual homebuyer, it being the intent of the undersigned that the Homebuyer Education Program shall apply only to a commercial builder who is in the business of constructing and/or selling residences to individual home buyers (a "**Builder**") but not to subsequent sales of such residence and Lot by an individual home buyer after the initial sale by a Builder.

Notwithstanding the provisions of this Section, upon the Landowner's request and the City's consent, in the City's sole and absolute discretion, the Declaration of Covenants, Conditions and Restrictions may be included with other written restrictions running with the land on property within the District, provided they contain all the material provisions and provide the same material notice to prospective property owners as does the document attached as **Exhibit II**.

## **II. OWNERSHIP AND CONSTRUCTION OF PHASE #3 IMPROVEMENTS**

A. **Ownership and Transfer of Phase #3 Improvements.** Landowner acknowledges that the portion of the Phase #3 Improvements benefiting the Landowner's Parcel and the land (or easements, as applicable) needed therefor shall be owned by the City as constructed and/or conveyed to the City and Landowner will execute such conveyances and/or dedications of public rights of way and easements as may be reasonably required to evidence such ownership, as generally described on the current plats of the property within the District.

B. **Grant of Easement and License, Construction of Phase #3 Improvements.**

(i) Any subsequent owner of a Phase #3 Assessed Property shall, upon the request of the City or Landowner, grant and convey to the City or Landowner and its contractors, materialmen and workmen a temporary license and/or easement, as appropriate, to construct the Phase #3 Improvements on the Landowner's Parcel within the District, to stage on the Landowner's Parcel within the District construction trailers, building materials and equipment to be used in connection with such construction of the

Phase #3 Improvements and for passage and use over and across parts of the property within the District as shall be reasonably necessary during the construction of the Phase #3 Improvements. Any subsequent owner of a Phase #3 Assessed Property may require that each contractor constructing the Phase #3 Improvements cause such owner of a Phase #3 Assessed Property to be indemnified and/or named as an additional insured under liability insurance reasonably acceptable to such owner of a Phase #3 Assessed Property. The right to use and enjoy any easement and license provided above shall continue until the construction of the Phase #3 Improvements are complete; provided, however, any such license or easement shall automatically terminate upon the recording of the final plat for the Landowner's Parcel in the real property records of Johnson County, Texas.

(ii) Landowner hereby agrees that any right or condition imposed by any agreement with respect to the Phase #3 Assessments has been satisfied, and that Landowner shall not have any rights or remedies against the City under any law or principles of equity concerning the Phase #3 Assessments, with respect to the formation of the District, approval of the Service and Assessment Plan and the City's levy and collection of the Phase #3 Assessments.

### **III. COVENANTS AND WARRANTIES; MISCELLANEOUS**

#### **A. Special Covenants and Warranties of Landowner.**

Landowner represents and warrants to the City as follows:

(i) Landowner is duly organized, validly existing and, as applicable, in good standing under the laws of the state of its organization and have the full right, power and authority to enter into this Agreement, and to perform all the obligations required to be performed by Landowner hereunder.

(ii) This Agreement has been duly and validly executed and delivered by, and on behalf of, Landowner and, assuming the due authorization, execution and delivery thereof by and on behalf of the City and the Landowner, constitutes a valid, binding and enforceable obligation of such party enforceable in accordance with its terms. This representation and warranty is qualified to the extent the enforceability of this Agreement may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws of general application affecting the rights of creditors in general.

(iii) Neither the execution and delivery hereof, nor the taking of any actions contemplated hereby, will conflict with or result in a breach of any of the provisions of, or constitute a default, event of default or event creating a right of acceleration, termination or cancellation of any obligation under, any instrument, note, mortgage, contract,

judgment, order, award, decree or other agreement or restriction to which Landowner is a party, or by which Landowner or Landowner's Parcel is otherwise bound.

(iv) Landowner is, subject to all matters of record in the Johnson County, Texas Real Property Records, the sole owner of the Landowner's Parcel.

(v) The Landowner's Parcel is not subject to, or encumbered by, any covenant, lien, encumbrance or agreement which would prohibit (i) the creation of the District, (ii) the levy of the Phase #3 Assessments, or (iii) the construction of the Phase #3 Improvements on those portions of the property within Phase #3 of the District which are to be owned by the City, as generally described on the current plats of the property within the District (or, if subject to any such prohibition, the approval or consent of all necessary parties thereto has been obtained).

(vi) Landowner covenants and agrees to execute any and all documents necessary, appropriate or incidental to the purposes of this Agreement, as long as such documents are consistent with this Agreement and do not create additional liability of any type to, or reduce the rights of, such Landowner by virtue of execution thereof.

B. Waiver of Claims Concerning Phase #3 Improvements. The Landowner, with full knowledge of the provisions, and the rights thereof pursuant to such provisions, of applicable law, waives any claims against the City and its successors, assigns and agents, pertaining to the installation of the Phase #3 Improvements on the Landowner's Parcel.

C. Notices.

Any notice or other communication to be given to the City or Landowner under this Agreement shall be given by delivering the same in writing to:

To the City: City of Burleson, Texas  
Attn: City Manager  
141 W. Renfro Street  
Burleson, Texas 76028

With a copy to: Taylor, Olson, Adkins, Sralla, & Elam, LLP  
Attn: E. Allen Taylor, Jr., City Attorney  
6000 Western Place, Ste. 200  
Fort Worth, TX 76107

To the Landowner: JC Panchasarp, LP  
Attn: Ben Panchasarp  
4020 N. MacArthur Blvd, Suite 122-278  
Irving, TX 75038

With a copy to:       Winstead PC  
                              Attn: Ross Martin  
                              2728 N. Harwood Street, Suite 500  
                              Dallas, TX 75201

Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed, or sent by electronic or facsimile transmission confirmed by mailing written confirmation at substantially the same time as such electronic or facsimile transmission, or personally delivered to an officer of the recipient at the address set forth herein.

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

D.     Parties in Interest.

This Agreement is made solely for the benefit of the City and the Landowner and is not assignable, except, in the case of Landowner, in connection with the sale or disposition of all or substantially all of the parcels which constitute the Landowner's Parcel. However, the parties expressly agree and acknowledge that the City, the Landowner, each current owner of any parcel which constitutes the Landowner's Parcel, and the holders of or trustee for any bonds secured by Phase #3 Assessment revenues of the City or any part thereof to finance the costs of the Phase #3 Improvements, are express beneficiaries of this Agreement and shall be entitled to pursue any and all remedies at law or in equity to enforce the obligations of the parties hereto. This Agreement shall be recorded in the real property records of Johnson County, Texas.

E.     Amendments.

This Agreement may be amended only by written instrument executed by the City and the Landowner. No termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the then-current owners of the property within the District and recorded in the Real Property Records of Johnson County, Texas.

F.     Effective Date.

This Agreement shall become and be effective (the "Effective Date") upon the date of final execution by the latter of the City and the Landowner and shall be valid and enforceable on said date and thereafter.

G.     Estoppels.

Within 10 days after written request from a party hereto, the other party shall provide a written certification, indicating whether this Agreement remains in effect as to a Phase #3 Assessed Property, and whether any party is then in default hereunder.

H. Termination.

This Agreement shall terminate and be of no further force and effect as to the Phase #3 Assessed Property upon payment in full of the Phase #3 Assessment(s) against such Phase #3 Assessed Property.

I. Statutory Verifications. The Landowner makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the “Government Code”), in entering into this Agreement. As used in such verifications, “affiliate” means an entity that controls, is controlled by, or is under common control with the Landowner within the meaning of Securities and Exchange Commission Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

(i). Not a Sanctioned Company. The Landowner represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Landowner and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(ii). No Boycott of Israel. The Landowner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Government Code.

(iii). No Discrimination Against Firearm Entities. The Landowner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Government Code

(iv). No Boycott of Energy Companies. The Landowner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.

[Signature pages to follow]



EXECUTED by the City and Landowner on the Effective Date.

Date: _____

**CITY OF BURLESON, TEXAS**

By: _____  
Chris Fletcher, Mayor

STATE OF TEXAS                   §  
                                             §  
COUNTY OF JOHNSON         §

This instrument was acknowledged before me on the ____ day of _____, 2024 by  
Chris Fletcher, Mayor of the City of Burleson, Texas on behalf of said City.

(SEAL)

_____  
Notary Public, State of Texas

_____  
Name printed or typed

Commission Expires:_____

[Signature Page Landowner Agreement]

**LANDOWNER**

Date: _____

**JC PANCHASARP, LP,**  
a Texas limited partnership

By: PF Development, LLC,  
a Texas limited liability company,  
its General Partner

By: _____  
Name: Ben Panchasarp  
Its: Manager

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

This instrument was acknowledged before me on the _____ day of _____,  
2024 by Ben Panchasarp, Manager of PF Development, LLC, a Texas limited liability company,  
General Partner of JC Panchasarp, LP, a Texas limited partnership, on behalf of said entity.

_____  
Notary Public, State of Texas

[Signature Page Landowner Agreement]

**LANDOWNER AGREEMENT - EXHIBIT I**  
**METES AND BOUNDS DESCRIPTION OF LANDOWNER'S PARCEL**

## LANDOWNER AGREEMENT - EXHIBIT II

### DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** (as it may be amended from time to time, this “Declaration”) is made as of August 19, 2024 by JC Panchasarp, LP, a Texas limited partnership (the “Landowner”).

#### RECITALS:

- A. The Landowner holds record title to that portion of the real property located in Johnson County, Texas, which is described in the attached **Exhibit I** (the “Landowner’s Parcel”).
- B. The City Council of the City of Burleson (the “City Council”) upon a petition requesting the establishment of a public improvement district covering the property within the District to be known as the Parks at Panchasarp Farms Public Improvement District JC-1 (the “District”) by the then current owners of 100% of the appraised value of the taxable real property and 100% of the area of all taxable real property within the area requested to be included in the District created such District, in accordance with the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the “PID Act”).
- C. The City Council has adopted an assessment ordinance to levy assessments for certain public improvements (including all exhibits and attachments thereto, the “Assessment Ordinance”) and the Service and Assessment Plan included as an exhibit to the Assessment Ordinance (as updated and amended from time to time, the “Service and Assessment Plan”), and has levied the assessments (the “Assessments”) on property in Phase #3 (as defined in the Service and Assessment Plan) of the District.
- D. The statutory notification required by Texas Property Code, Section 5.014, as amended, to be provided by the seller of residential property that is located in a public improvement district established under Chapter 372 of the Texas Local Government Code, as amended, to the purchaser, is incorporated into this Declaration.

#### DECLARATIONS:

NOW, THEREFORE, the Landowner hereby declares that the Landowner’s Parcel is and shall be subject to, and hereby imposes on the Landowner’s Parcel, the following covenants, conditions and restrictions:

##### 1. Acceptance and Approval of Assessments and Lien on Property:

- (a) Landowner accepts each Assessment levied on the Landowner’s Parcel owned by such Landowner.
- (b) The Assessment (including any reassessment, the expense of collection, and reasonable attorney’s fees, if incurred) is (a) a first and prior lien (the “Assessment Lien”) against the property assessed, superior to all other liens or claims except for

liens or claims for state, county, school district or municipality ad valorem property taxes whether now or hereafter payable, and (b) a personal liability of and charge against the owners of the property to the extent of their ownership regardless of whether the owners are named. The Assessment Lien is effective from the date of the Assessment Ordinance until the Assessments are paid and may be enforced by the City in the same manner as an ad valorem property tax levied against real property that may be enforced by the City. The owner of any assessed property may pay, at any time, the entire Assessment levied against any such property. Foreclosure of an ad valorem property tax lien on property within Phase #3 of the District will not extinguish the Assessment or any unpaid but not yet due Annual Installments of the Assessment, and will not accelerate the due date for any unpaid and not yet due Annual Installments of the Assessment.

It is the clear intention of all parties to this Declarations, that the Assessments, including any Annual Installments of the Assessments (as such Annual Installments may be adjusted, decreased or extended), are covenants that run with the Landowner's Parcel and specifically binds the Landowner, its successors and assigns.

In the event of delinquency in the payment of any Annual Installment of the Assessment, the City is empowered to order institution of an action in district court to foreclose the related Assessment Lien, to enforce personal liability against the owner of the real property for the Assessment, or both. In such action the real property subject to the delinquent Assessment may be sold at judicial foreclosure sale for the amount of such delinquent property taxes and Assessment, plus penalties, interest and costs of collection.

**2. Landowner or any subsequent owner of the Landowner's Parcel waives:**

- (a) any and all defects, irregularities, illegalities or deficiencies in the proceedings establishing the District and levying and collecting the Assessments or the annual installments of the Assessments;
- (b) any and all notices and time periods provided by the PID Act including, but not limited to, notice of the establishment of the District and notice of public hearings regarding the levy of Assessments by the City Council concerning the Assessments;
- (c) any and all defects, irregularities, illegalities or deficiencies in, or in the adoption of, the Assessment Ordinance by the City Council;
- (d) any and all actions and defenses against the adoption or amendment of the Service and Assessment Plan, the City's finding of a 'special benefit' pursuant to the PID Act and the Service and Assessment Plan, and the levy of the Assessments; and
- (e) any right to object to the legality of any of the Assessments or the Service and Assessment Plan or to any of the previous proceedings connected therewith which occurred prior to, or upon, the City Council's levy of the Assessments.

3. **Amendments:** This Declaration may be terminated or amended only by a document duly executed and acknowledged by the then-current owner(s) of the Landowner's Parcel and the City. No such termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the parties by whom approval is required as set forth above and recorded in the real Property Records of Johnson County, Texas.
4. **Third Party Beneficiary:** The City is a third-party beneficiary to this Declaration and may enforce the terms hereof.
5. **Notice to Subsequent Purchasers:** Upon the sale of a dwelling unit within the District, the purchaser of such property shall be provided a written notice that reads substantially similar to the following:

**TEXAS PROPERTY CODE SECTION 5.014  
NOTICE OF OBLIGATION TO PAY  
IMPROVEMENT DISTRICT ASSESSMENT  
TO THE CITY OF BURLESON, TEXAS  
CONCERNING THE FOLLOWING PROPERTY:**

LOT	BLOCK	PROPERTY ADDRESS
-----	-------	------------------

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Burleson, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within the Parks at Panchasarp Farms Public Improvement District JC-1 (the "District") created under the provisions of Subchapter A, Chapter 372, Texas Local Government Code, as amended.

**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 of Burleson, Texas. The exact amount of each annual installment will be approved each year by the City Council of the City of Burleson, Texas 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 of Burleson, Texas, 141 W Renfro Street, Burleson, Texas 76028.

**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.**

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.

[PURCHASER]

[PURCHASER]

By: _____

By: _____

Name: _____

Name: _____



Date: _____

Date: _____

The undersigned seller executes this notice pursuant to Texas Property Code Section 5.014(a-1), as amended, before the effective date of a binding contract for purchase of the real property at the address described above.

[SELLER]

By: _____

Name: _____

Date: _____

EXECUTED by the undersigned on the date set forth below to be effective as of the date first above written.

**JC PANCHASARP, LP,**  
a Texas limited partnership

By: PF Development, LLC,  
a Texas limited liability company,  
its General Partner

By: _____  
Name: Ben Panchasarp  
Its: Manager

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

This instrument was acknowledged before me on the ____ day of _____, 2024 by Ben Panchasarp, Manager of PF Development, LLC, a Texas limited liability company, General Partner of JC Panchasarp, LP, a Texas limited partnership, on behalf of said entity.

_____  
Notary Public, State of Texas

## **LANDOWNER AGREEMENT - EXHIBIT III**

### **HOMEBUYER EDUCATION PROGRAM**

As used in this **Exhibit III**, the recorded Notice of the Authorization and Establishment of the Parks at Panchasarp Farms Public Improvement District JC-1 and the Declaration of Covenants, Conditions and Restrictions in **Exhibit II** of this Agreement are referred to as the “Recorded Notices.”

1. Any Landowner who is a Builder shall attach the Recorded Notices and the final Phase #3 Assessment Roll for such Phase #3 Assessed Property (or if the Phase #3 Assessment Roll is not available for such Phase #3 Assessed Property, then a schedule showing the maximum 30-year payment for such Phase #3 Assessed Property) as an addendum to any residential homebuyer’s contract.
2. Any Landowner who is a Builder shall provide evidence of compliance with Paragraph 1 above, signed by such residential homebuyer, to the City upon the City’s request.
3. Any Landowner who is a Builder shall prominently display signage in its model homes, if any, substantially in the form of the Recorded Notices.
4. If prepared and provided by the City, any Landowner who is a Builder shall distribute informational brochures about the existence and effect of the District in prospective homebuyer sales packets.
5. Any Landowner who is a Builder shall include Assessments in estimated property taxes, if such Builder estimates monthly ownership costs for prospective homebuyers.

## PHASE #3 LANDOWNER AGREEMENT

This **PHASE #3 LANDOWNER AGREEMENT** (the “Agreement”), is entered into as of August 19, 2024, between the City of Burleson, Texas (the “City”), a home-rule municipality of the State of Texas (the “State”), and Bloomfield Homes, L.P., a Texas limited partnership (the “Landowner”).

### **RECITALS:**

**WHEREAS**, capitalized terms used but not defined herein shall have the meanings given to them in the Service and Assessment Plan (as defined herein); and

**WHEREAS**, Landowner owns the Phase #3 Assessed Property described by a metes and bounds description attached as **Exhibit I** to this Agreement and which is incorporated herein for all purposes, comprising all of the non-exempt, privately-owned land described in **Exhibit I** (the “Landowner’s Parcel”) which is located within Phase #3 of the Parks at Panchasarp Farms Public Improvement District JC-1 (the “District”) in the corporate limits of the City; and

**WHEREAS**, the City Council has adopted an assessment ordinance (including all exhibits and attachments thereto, the “Assessment Ordinance”) for the Phase #3 Improvements and the Parks at Panchasarp Farms Public Improvement District JC-1 Service and Assessment Plan (as updated and amended, the “Service and Assessment Plan”) and which is incorporated herein for all purposes, and has levied an assessment on the Phase #3 Assessed Property in Phase #3 of the District that will be used for the payment of certain infrastructure improvements and to pay the costs of constructing the Phase #3 Improvements that will benefit the Phase #3 Assessed Property; and

**WHEREAS**, the Declaration of Covenants, Conditions and Restrictions attached to this Agreement as **Exhibit II** and which are incorporated herein for all purposes includes the statutory notification required by Texas Property Code, Section 5.014, as amended, to be provided by the seller of residential property that is located in a public improvement district established under Chapter 372 of the Texas Local Government Code, as amended (the “PID Act”), to the purchaser.

**NOW, THEREFORE**, for and in consideration of the mutual promises, covenants, obligations and benefits hereinafter set forth, the City and the Landowner hereby contract, covenant and agree as follows:

### **DEFINITIONS; APPROVAL OF AGREEMENTS**

**Definitions.** Capitalized terms used but not defined herein (including each exhibit hereto) shall have the meanings ascribed to them in the Service and Assessment Plan.

**Affirmation of Recitals.** The findings set forth in the Recitals of this Agreement are hereby incorporated as the official findings of the City Council.

### **I.**

## **AGREEMENTS OF LANDOWNER**

A. Affirmation and Acceptance of Agreements and Findings of Benefit. Landowner hereby ratifies, confirms, accepts, agrees to, and approves:

(i) the creation and boundaries of the District, and the boundaries of the Landowner's Parcel and the location and development of the Phase #3 Improvements on the Landowner's Parcel and on the property within Phase #3 of the District;

(ii) the determinations and findings as to the benefits by the City Council in the Service and Assessment Plan and the Assessment Ordinance; and

(iii) the Assessment Ordinance and the Service and Assessment Plan.

B. Acceptance and Approval of Phase #3 Assessments and Lien on Property. Landowner consents to, agrees to, acknowledges and accepts the following:

(i) each Assessment levied by the City on the Phase #3 Assessed Property within Phase #3 of the District (the "Phase #3 Assessments") as shown on the assessment roll attached as Appendix H to the Service and Assessment Plan (the "Phase #3 Assessment Roll");

(ii) the Phase #3 Improvements specially benefit Phase #3 of the District, and the Landowner's Parcel, in an amount at least equal to the Phase #3 Assessment levied on the Phase #3 Assessed Property within Phase #3 of the District, as such Phase #3 Assessment is shown on the Phase #3 Assessment Roll;

(iii) each Phase #3 Assessment is final, conclusive and binding upon Landowner and any subsequent owner of a Phase #3 Assessed Property, regardless of whether such landowner may be required to prepay a portion of, or the entirety of, such Phase #3 Assessment upon the occurrence of a mandatory prepayment event as provided in the Service and Assessment Plan;

(iv) the obligation to pay the Phase #3 Assessment levied on the Phase #3 Assessed Property owned by the Landowner and any subsequent owner of a Phase #3 Assessed Property when due and in the amount required by and stated in the Service and Assessment Plan and the Assessment Ordinance;

(v) each Phase #3 Assessment or reassessment, with interest, the expense of collection, and reasonable attorney's fees, if incurred, is a first and prior lien against the Phase #3 Assessed Property, superior to all other liens and monetary claims except liens or monetary claims for state, county, school district, or municipal ad valorem taxes, and is a personal liability of and charge against the owner of the Phase #3 Assessed Property regardless of whether such owner is named;

(vi) the Phase #3 Assessment lien on the Phase #3 Assessed Property is a lien and covenant that runs with the land and is effective from the date of the Assessment Ordinance and continues until the Phase #3 Assessment is paid and may be enforced by the governing body of the City in the same manner that an ad valorem tax lien against real property may be enforced by the City;

(vii) delinquent installments of the Phase #3 Assessment shall incur and accrue interest, penalties, and attorney's fees as provided in the PID Act;

(viii) the owner of a Phase #3 Assessed Property may pay at any time the entire Phase #3 Assessment, with interest that has accrued on the Phase #3 Assessment, on any parcel in the Landowner's Parcel;

(ix) the Annual Installments of the Phase #3 Assessments (as defined in the Service and Assessment Plan and Phase #3 Assessment Roll) may be adjusted, decreased and extended; and, the Landowner and any subsequent owner of the Landowner's Parcel shall be obligated to pay their respective revised amounts of the Annual Installments, when due and without the necessity of further action, Phase #3 Assessments or reassessments by the City, the same as though they were expressly set forth herein; and

(x) Landowner has received, or hereby waives, all notices required to be provided to it under Texas law, including the PID Act, prior to the Effective Date (defined herein).

C. Mandatory Prepayment of Phase #3 Assessments. Landowner agrees and acknowledges that Landowner or subsequent landowners may have an obligation to prepay a Phase #3 Assessment upon the occurrence of a mandatory prepayment event, at the sole discretion of the City and as provided in the Service and Assessment Plan, as amended or updated.

D. Notice of Assessments. Landowner further agrees as follows:

(i) the Declaration of Covenants, Conditions and Restrictions in the form attached hereto as **Exhibit II** shall be terms, conditions and provisions running with the Landowner's Parcel and shall be recorded (the contents of which shall be consistent with the Assessment Ordinance and the Service and Assessment Plan as reasonably determined by the City) in the records of the County Clerk of Johnson County, as a lien and encumbrance against such Phase #3 Assessed Property, and Landowner hereby authorizes the City to so record such documents against the Phase #3 Assessed Property owned by Landowner;

(ii) in the event of any subdivision, sale, transfer or other conveyance by the Landowner of the right, title or interest of the Landowner in the Landowner's Parcel or any part thereof, the Landowner's Parcel, or any such part thereof, shall continue to be bound

by all of the terms, conditions and provisions of such Declaration of Covenants, Conditions and Restrictions and any purchaser, transferee or other subsequent owner shall take such Phase #3 Assessed Property(s) subject to all of the terms, conditions and provisions of such Declaration of Covenants, Conditions and Restrictions; and

(iii) Landowner shall comply with, and shall contractually obligate (and, upon the City's request, promptly provide written evidence of such contractual provisions to the City) any party who purchases any Phase #3 Assessed Property owned by Landowner, or any portion thereof, for the purpose of constructing residential properties that are eligible for "homestead" designations under State law, to comply with the Homebuyer Education Program described on **Exhibit III** to this Agreement. Such compliance obligation shall terminate as to each Lot if, and when, (i) a final certificate of occupancy for a residential unit on such Lot is issued by the City, and (ii) there is a sale of a Lot to an individual homebuyer, it being the intent of the undersigned that the Homebuyer Education Program shall apply only to a commercial builder who is in the business of constructing and/or selling residences to individual home buyers (a "**Builder**") but not to subsequent sales of such residence and Lot by an individual home buyer after the initial sale by a Builder.

Notwithstanding the provisions of this Section, upon the Landowner's request and the City's consent, in the City's sole and absolute discretion, the Declaration of Covenants, Conditions and Restrictions may be included with other written restrictions running with the land on property within the District, provided they contain all the material provisions and provide the same material notice to prospective property owners as does the document attached as **Exhibit II**.

## **II. OWNERSHIP AND CONSTRUCTION OF PHASE #3 IMPROVEMENTS**

A. **Ownership and Transfer of Phase #3 Improvements.** Landowner acknowledges that the portion of the Phase #3 Improvements benefiting the Landowner's Parcel and the land (or easements, as applicable) needed therefor shall be owned by the City as constructed and/or conveyed to the City and Landowner will execute such conveyances and/or dedications of public rights of way and easements as may be reasonably required to evidence such ownership, as generally described on the current plats of the property within the District.

B. **Grant of Easement and License, Construction of Phase #3 Improvements.**

(i) Any subsequent owner of a Phase #3 Assessed Property shall, upon the request of the City or Landowner, grant and convey to the City or Landowner and its contractors, materialmen and workmen a temporary license and/or easement, as appropriate, to construct the Phase #3 Improvements on the Landowner's Parcel within the District, to stage on the Landowner's Parcel within the District construction trailers, building materials and equipment to be used in connection with such construction of the



Phase #3 Improvements and for passage and use over and across parts of the property within the District as shall be reasonably necessary during the construction of the Phase #3 Improvements. Any subsequent owner of a Phase #3 Assessed Property may require that each contractor constructing the Phase #3 Improvements cause such owner of a Phase #3 Assessed Property to be indemnified and/or named as an additional insured under liability insurance reasonably acceptable to such owner of a Phase #3 Assessed Property. The right to use and enjoy any easement and license provided above shall continue until the construction of the Phase #3 Improvements are complete; provided, however, any such license or easement shall automatically terminate upon the recording of the final plat for the Landowner's Parcel in the real property records of Johnson County, Texas.

(ii) Landowner hereby agrees that any right or condition imposed by any agreement with respect to the Phase #3 Assessments has been satisfied, and that Landowner shall not have any rights or remedies against the City under any law or principles of equity concerning the Phase #3 Assessments, with respect to the formation of the District, approval of the Service and Assessment Plan and the City's levy and collection of the Phase #3 Assessments.

### **III. COVENANTS AND WARRANTIES; MISCELLANEOUS**

#### **A. Special Covenants and Warranties of Landowner.**

Landowner represents and warrants to the City as follows:

(i) Landowner is duly organized, validly existing and, as applicable, in good standing under the laws of the state of its organization and have the full right, power and authority to enter into this Agreement, and to perform all the obligations required to be performed by Landowner hereunder.

(ii) This Agreement has been duly and validly executed and delivered by, and on behalf of, Landowner and, assuming the due authorization, execution and delivery thereof by and on behalf of the City and the Landowner, constitutes a valid, binding and enforceable obligation of such party enforceable in accordance with its terms. This representation and warranty is qualified to the extent the enforceability of this Agreement may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws of general application affecting the rights of creditors in general.

(iii) Neither the execution and delivery hereof, nor the taking of any actions contemplated hereby, will conflict with or result in a breach of any of the provisions of, or constitute a default, event of default or event creating a right of acceleration, termination or cancellation of any obligation under, any instrument, note, mortgage, contract,

judgment, order, award, decree or other agreement or restriction to which Landowner is a party, or by which Landowner or Landowner's Parcel is otherwise bound.

(iv) Landowner is, subject to all matters of record in the Johnson County, Texas Real Property Records, the sole owner of the Landowner's Parcel.

(v) The Landowner's Parcel is not subject to, or encumbered by, any covenant, lien, encumbrance or agreement which would prohibit (i) the creation of the District, (ii) the levy of the Phase #3 Assessments, or (iii) the construction of the Phase #3 Improvements on those portions of the property within Phase #3 of the District which are to be owned by the City, as generally described on the current plats of the property within the District (or, if subject to any such prohibition, the approval or consent of all necessary parties thereto has been obtained).

(vi) Landowner covenants and agrees to execute any and all documents necessary, appropriate or incidental to the purposes of this Agreement, as long as such documents are consistent with this Agreement and do not create additional liability of any type to, or reduce the rights of, such Landowner by virtue of execution thereof.

B. Waiver of Claims Concerning Phase #3 Improvements. The Landowner, with full knowledge of the provisions, and the rights thereof pursuant to such provisions, of applicable law, waives any claims against the City and its successors, assigns and agents, pertaining to the installation of the Phase #3 Improvements on the Landowner's Parcel.

C. Notices.

Any notice or other communication to be given to the City or Landowner under this Agreement shall be given by delivering the same in writing to:

To the City: City of Burleson, Texas  
Attn: City Manager  
141 W. Renfro Street  
Burleson, Texas 76028

With a copy to: Taylor, Olson, Adkins, Sralla, & Elam, LLP  
Attn: E. Allen Taylor, Jr., City Attorney  
6000 Western Place, Ste. 200  
Fort Worth, TX 76107

To the Landowner: Bloomfield Homes, L.P.  
Attn: Don Dykstra  
1050 E. Hwy 114, Ste. 210  
Southlake, Texas 76092

Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed, or sent by electronic or facsimile transmission confirmed by mailing written confirmation at substantially the same time as such electronic or facsimile transmission, or personally delivered to an officer of the recipient at the address set forth herein.

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

D. Parties in Interest.

This Agreement is made solely for the benefit of the City and the Landowner and is not assignable, except, in the case of Landowner, in connection with the sale or disposition of all or substantially all of the parcels which constitute the Landowner's Parcel. However, the parties expressly agree and acknowledge that the City, the Landowner, each current owner of any parcel which constitutes the Landowner's Parcel, and the holders of or trustee for any bonds secured by Phase #3 Assessment revenues of the City or any part thereof to finance the costs of the Phase #3 Improvements, are express beneficiaries of this Agreement and shall be entitled to pursue any and all remedies at law or in equity to enforce the obligations of the parties hereto. This Agreement shall be recorded in the real property records of Johnson County, Texas.

E. Amendments.

This Agreement may be amended only by written instrument executed by the City and the Landowner. No termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the then-current owners of the property within the District and recorded in the Real Property Records of Johnson County, Texas.

F. Effective Date.

This Agreement shall become and be effective (the "Effective Date") upon the date of final execution by the latter of the City and the Landowner and shall be valid and enforceable on said date and thereafter.

G. Estoppels.

Within 10 days after written request from a party hereto, the other party shall provide a written certification, indicating whether this Agreement remains in effect as to a Phase #3 Assessed Property, and whether any party is then in default hereunder.

H. Termination.

This Agreement shall terminate and be of no further force and effect as to the Phase #3 Assessed Property upon payment in full of the Phase #3 Assessment(s) against such Phase #3 Assessed Property.

I. Statutory Verifications. The Landowner makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the “Government Code”), in entering into this Agreement. As used in such verifications, “affiliate” means an entity that controls, is controlled by, or is under common control with the Landowner within the meaning of Securities and Exchange Commission Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

(i). Not a Sanctioned Company. The Landowner represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Landowner and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(ii). No Boycott of Israel. The Landowner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Government Code.

(iii). No Discrimination Against Firearm Entities. The Landowner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Government Code

(iv). No Boycott of Energy Companies. The Landowner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.

[Signature pages to follow]

EXECUTED by the City and Landowner on the Effective Date.

Date: _____

**CITY OF BURLESON, TEXAS**

By: _____  
Chris Fletcher, Mayor

STATE OF TEXAS                   §  
                                             §  
COUNTY OF JOHNSON         §

This instrument was acknowledged before me on the ____ day of _____, 2024 by  
Chris Fletcher, Mayor of the City of Burleson, Texas on behalf of said City.

(SEAL)

_____  
Notary Public, State of Texas

_____  
Name printed or typed

Commission Expires:_____

[Signature Page Landowner Agreement]

**LANDOWNER**

Date: _____

BLOOMFIELD HOMES L.P.,  
a Texas limited partnership

By: Bloomfield Properties, Inc.,  
a Texas corporation,  
its General Partner

By: _____  
Name: Donald J. Dykstra  
Title: President

STATE OF TEXAS       §  
                                  §  
COUNTY OF TARRANT   §

This instrument was acknowledged before me on the ____ day of _____,  
2024 by Donald J. Dykstra, President of Bloomfield Properties, Inc., a Texas corporation, as  
General Partner of Bloomfield Homes L.P., a Texas limited partnership on behalf of said company.

_____  
Notary Public, State of Texas

[Signature Page Landowner Agreement]



**LANDOWNER AGREEMENT - EXHIBIT I**  
**METES AND BOUNDS DESCRIPTION OF LANDOWNER'S PARCEL**

## LANDOWNER AGREEMENT - EXHIBIT II

### DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** (as it may be amended from time to time, this “Declaration”) is made as of August 19, 2024 by Bloomfield Homes, L.P., a Texas limited partnership (the “Landowner”).

#### RECITALS:

- A. The Landowner holds record title to that portion of the real property located in Johnson County, Texas, which is described in the attached **Exhibit I** (the “Landowner’s Parcel”).
- B. The City Council of the City of Burleson (the “City Council”) upon a petition requesting the establishment of a public improvement district covering the property within the District to be known as the Parks at Panchasarp Farms Public Improvement District JC-1 (the “District”) by the then current owners of 100% of the appraised value of the taxable real property and 100% of the area of all taxable real property within the area requested to be included in the District created such District, in accordance with the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the “PID Act”).
- C. The City Council has adopted an assessment ordinance to levy assessments for certain public improvements (including all exhibits and attachments thereto, the “Assessment Ordinance”) and the Service and Assessment Plan included as an exhibit to the Assessment Ordinance (as updated and amended from time to time, the “Service and Assessment Plan”), and has levied the assessments (the “Assessments”) on property in Phase #3 (as defined in the Service and Assessment Plan) of the District.
- D. The statutory notification required by Texas Property Code, Section 5.014, as amended, to be provided by the seller of residential property that is located in a public improvement district established under Chapter 372 of the Texas Local Government Code, as amended, to the purchaser, is incorporated into this Declaration.

#### DECLARATIONS:

NOW, THEREFORE, the Landowner hereby declares that the Landowner’s Parcel is and shall be subject to, and hereby imposes on the Landowner’s Parcel, the following covenants, conditions and restrictions:

##### 1. Acceptance and Approval of Assessments and Lien on Property:

- (a) Landowner accepts each Assessment levied on the Landowner’s Parcel owned by such Landowner.
- (b) The Assessment (including any reassessment, the expense of collection, and reasonable attorney’s fees, if incurred) is (a) a first and prior lien (the “Assessment Lien”) against the property assessed, superior to all other liens or claims except for

liens or claims for state, county, school district or municipality ad valorem property taxes whether now or hereafter payable, and (b) a personal liability of and charge against the owners of the property to the extent of their ownership regardless of whether the owners are named. The Assessment Lien is effective from the date of the Assessment Ordinance until the Assessments are paid and may be enforced by the City in the same manner as an ad valorem property tax levied against real property that may be enforced by the City. The owner of any assessed property may pay, at any time, the entire Assessment levied against any such property. Foreclosure of an ad valorem property tax lien on property within Phase #3 of the District will not extinguish the Assessment or any unpaid but not yet due Annual Installments of the Assessment, and will not accelerate the due date for any unpaid and not yet due Annual Installments of the Assessment.

It is the clear intention of all parties to this Declarations, that the Assessments, including any Annual Installments of the Assessments (as such Annual Installments may be adjusted, decreased or extended), are covenants that run with the Landowner's Parcel and specifically binds the Landowner, its successors and assigns.

In the event of delinquency in the payment of any Annual Installment of the Assessment, the City is empowered to order institution of an action in district court to foreclose the related Assessment Lien, to enforce personal liability against the owner of the real property for the Assessment, or both. In such action the real property subject to the delinquent Assessment may be sold at judicial foreclosure sale for the amount of such delinquent property taxes and Assessment, plus penalties, interest and costs of collection.

**2. Landowner or any subsequent owner of the Landowner's Parcel waives:**

- (a) any and all defects, irregularities, illegalities or deficiencies in the proceedings establishing the District and levying and collecting the Assessments or the annual installments of the Assessments;
- (b) any and all notices and time periods provided by the PID Act including, but not limited to, notice of the establishment of the District and notice of public hearings regarding the levy of Assessments by the City Council concerning the Assessments;
- (c) any and all defects, irregularities, illegalities or deficiencies in, or in the adoption of, the Assessment Ordinance by the City Council;
- (d) any and all actions and defenses against the adoption or amendment of the Service and Assessment Plan, the City's finding of a 'special benefit' pursuant to the PID Act and the Service and Assessment Plan, and the levy of the Assessments; and
- (e) any right to object to the legality of any of the Assessments or the Service and Assessment Plan or to any of the previous proceedings connected therewith which occurred prior to, or upon, the City Council's levy of the Assessments.

3. **Amendments:** This Declaration may be terminated or amended only by a document duly executed and acknowledged by the then-current owner(s) of the Landowner's Parcel and the City. No such termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the parties by whom approval is required as set forth above and recorded in the real Property Records of Johnson County, Texas.
4. **Third Party Beneficiary:** The City is a third-party beneficiary to this Declaration and may enforce the terms hereof.
5. **Notice to Subsequent Purchasers:** Upon the sale of a dwelling unit within the District, the purchaser of such property shall be provided a written notice that reads substantially similar to the following:

**TEXAS PROPERTY CODE SECTION 5.014  
NOTICE OF OBLIGATION TO PAY  
IMPROVEMENT DISTRICT ASSESSMENT  
TO THE CITY OF BURLESON, TEXAS  
CONCERNING THE FOLLOWING PROPERTY:**

LOT	BLOCK	PROPERTY ADDRESS
-----	-------	------------------

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Burleson, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within the Parks at Panchasarp Farms Public Improvement District JC-1 (the "District") created under the provisions of Subchapter A, Chapter 372, Texas Local Government Code, as amended.

**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 of Burleson, Texas. The exact amount of each annual installment will be approved each year by the City Council of the City of Burleson, Texas 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 of Burleson, Texas, 141 W Renfro Street, Burleson, Texas 76028.

**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.**

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.

[PURCHASER]

[PURCHASER]

By: _____

By: _____

Name: _____

Name: _____

Date: _____

Date: _____

The undersigned seller executes this notice pursuant to Texas Property Code Section 5.014(a-1), as amended, before the effective date of a binding contract for purchase of the real property at the address described above.

[SELLER]

By: _____

Name: _____

Date: _____

EXECUTED by the undersigned on the date set forth below to be effective as of the date first above written.

BLOOMFIELD HOMES L.P.,  
a Texas limited partnership

By: Bloomfield Properties, Inc.,  
a Texas corporation,  
its General Partner

By: _____  
Name: Donald J. Dykstra  
Title: President

STATE OF TEXAS       §  
                                  §  
COUNTY OF TARRANT   §

This instrument was acknowledged before me on the ____ day of _____, 2021 by Donald J. Dykstra, President of Bloomfield Properties, Inc., a Texas corporation, as General Partner of Bloomfield Homes L.P., a Texas limited partnership on behalf of said company.

_____  
Notary Public, State of Texas

## **LANDOWNER AGREEMENT - EXHIBIT III**

### **HOMEBUYER EDUCATION PROGRAM**

As used in this **Exhibit III**, the recorded Notice of the Authorization and Establishment of the Parks at Panchasarp Farms Public Improvement District JC-1 and the Declaration of Covenants, Conditions and Restrictions in **Exhibit II** of this Agreement are referred to as the “Recorded Notices.”

1. Any Landowner who is a Builder shall attach the Recorded Notices and the final Phase #3 Assessment Roll for such Phase #3 Assessed Property (or if the Phase #3 Assessment Roll is not available for such Phase #3 Assessed Property, then a schedule showing the maximum 30-year payment for such Phase #3 Assessed Property) as an addendum to any residential homebuyer’s contract.
2. Any Landowner who is a Builder shall provide evidence of compliance with Paragraph 1 above, signed by such residential homebuyer, to the City upon the City’s request.
3. Any Landowner who is a Builder shall prominently display signage in its model homes, if any, substantially in the form of the Recorded Notices.
4. If prepared and provided by the City, any Landowner who is a Builder shall distribute informational brochures about the existence and effect of the District in prospective homebuyer sales packets.
5. Any Landowner who is a Builder shall include Assessments in estimated property taxes, if such Builder estimates monthly ownership costs for prospective homebuyers.



## PHASE #3 LANDOWNER AGREEMENT

This **PHASE #3 LANDOWNER AGREEMENT** (the “Agreement”), is entered into as of August 19, 2024, between the City of Burleson, Texas (the “City”), a home-rule municipality of the State of Texas (the “State”), and J Houston Homes Limited Liability Company, a Texas limited liability company (the “Landowner”).

### **RECITALS:**

**WHEREAS**, capitalized terms used but not defined herein shall have the meanings given to them in the Service and Assessment Plan (as defined herein); and

**WHEREAS**, Landowner owns the Phase #3 Assessed Property described by a metes and bounds description attached as **Exhibit I** to this Agreement and which is incorporated herein for all purposes, comprising all of the non-exempt, privately-owned land described in **Exhibit I** (the “Landowner’s Parcel”) which is located within Phase #3 of the Parks at Panchasarp Farms Public Improvement District JC-1 (the “District”) in the corporate limits of the City; and

**WHEREAS**, the City Council has adopted an assessment ordinance (including all exhibits and attachments thereto, the “Assessment Ordinance”) for the Phase #3 Improvements and the Parks at Panchasarp Farms Public Improvement District JC-1 Service and Assessment Plan (as updated and amended, the “Service and Assessment Plan”) and which is incorporated herein for all purposes, and has levied an assessment on the Phase #3 Assessed Property in Phase #3 of the District that will be used for the payment of certain infrastructure improvements and to pay the costs of constructing the Phase #3 Improvements that will benefit the Phase #3 Assessed Property; and

**WHEREAS**, the Declaration of Covenants, Conditions and Restrictions attached to this Agreement as **Exhibit II** and which are incorporated herein for all purposes includes the statutory notification required by Texas Property Code, Section 5.014, as amended, to be provided by the seller of residential property that is located in a public improvement district established under Chapter 372 of the Texas Local Government Code, as amended (the “PID Act”), to the purchaser.

**NOW, THEREFORE**, for and in consideration of the mutual promises, covenants, obligations and benefits hereinafter set forth, the City and the Landowner hereby contract, covenant and agree as follows:

### **DEFINITIONS; APPROVAL OF AGREEMENTS**

**Definitions.** Capitalized terms used but not defined herein (including each exhibit hereto) shall have the meanings ascribed to them in the Service and Assessment Plan.

**Affirmation of Recitals.** The findings set forth in the Recitals of this Agreement are hereby incorporated as the official findings of the City Council.

### **I.**

## **AGREEMENTS OF LANDOWNER**

A. Affirmation and Acceptance of Agreements and Findings of Benefit. Landowner hereby ratifies, confirms, accepts, agrees to, and approves:

(i) the creation and boundaries of the District, and the boundaries of the Landowner's Parcel and the location and development of the Phase #3 Improvements on the Landowner's Parcel and on the property within Phase #3 of the District;

(ii) the determinations and findings as to the benefits by the City Council in the Service and Assessment Plan and the Assessment Ordinance; and

(iii) the Assessment Ordinance and the Service and Assessment Plan.

B. Acceptance and Approval of Phase #3 Assessments and Lien on Property. Landowner consents to, agrees to, acknowledges and accepts the following:

(i) each Assessment levied by the City on the Phase #3 Assessed Property within Phase #3 of the District (the "Phase #3 Assessments") as shown on the assessment roll attached as Appendix H to the Service and Assessment Plan (the "Phase #3 Assessment Roll");

(ii) the Phase #3 Improvements specially benefit Phase #3 of the District, and the Landowner's Parcel, in an amount at least equal to the Phase #3 Assessment levied on the Phase #3 Assessed Property within Phase #3 of the District, as such Phase #3 Assessment is shown on the Phase #3 Assessment Roll;

(iii) each Phase #3 Assessment is final, conclusive and binding upon Landowner and any subsequent owner of a Phase #3 Assessed Property, regardless of whether such landowner may be required to prepay a portion of, or the entirety of, such Phase #3 Assessment upon the occurrence of a mandatory prepayment event as provided in the Service and Assessment Plan;

(iv) the obligation to pay the Phase #3 Assessment levied on the Phase #3 Assessed Property owned by the Landowner and any subsequent owner of a Phase #3 Assessed Property when due and in the amount required by and stated in the Service and Assessment Plan and the Assessment Ordinance;

(v) each Phase #3 Assessment or reassessment, with interest, the expense of collection, and reasonable attorney's fees, if incurred, is a first and prior lien against the Phase #3 Assessed Property, superior to all other liens and monetary claims except liens or monetary claims for state, county, school district, or municipal ad valorem taxes, and is a personal liability of and charge against the owner of the Phase #3 Assessed Property regardless of whether such owner is named;

(vi) the Phase #3 Assessment lien on the Phase #3 Assessed Property is a lien and covenant that runs with the land and is effective from the date of the Assessment Ordinance and continues until the Phase #3 Assessment is paid and may be enforced by the governing body of the City in the same manner that an ad valorem tax lien against real property may be enforced by the City;

(vii) delinquent installments of the Phase #3 Assessment shall incur and accrue interest, penalties, and attorney's fees as provided in the PID Act;

(viii) the owner of a Phase #3 Assessed Property may pay at any time the entire Phase #3 Assessment, with interest that has accrued on the Phase #3 Assessment, on any parcel in the Landowner's Parcel;

(ix) the Annual Installments of the Phase #3 Assessments (as defined in the Service and Assessment Plan and Phase #3 Assessment Roll) may be adjusted, decreased and extended; and, the Landowner and any subsequent owner of the Landowner's Parcel shall be obligated to pay their respective revised amounts of the Annual Installments, when due and without the necessity of further action, Phase #3 Assessments or reassessments by the City, the same as though they were expressly set forth herein; and

(x) Landowner has received, or hereby waives, all notices required to be provided to it under Texas law, including the PID Act, prior to the Effective Date (defined herein).

C. Mandatory Prepayment of Phase #3 Assessments. Landowner agrees and acknowledges that Landowner or subsequent landowners may have an obligation to prepay a Phase #3 Assessment upon the occurrence of a mandatory prepayment event, at the sole discretion of the City and as provided in the Service and Assessment Plan, as amended or updated.

D. Notice of Assessments. Landowner further agrees as follows:

(i) the Declaration of Covenants, Conditions and Restrictions in the form attached hereto as **Exhibit II** shall be terms, conditions and provisions running with the Landowner's Parcel and shall be recorded (the contents of which shall be consistent with the Assessment Ordinance and the Service and Assessment Plan as reasonably determined by the City) in the records of the County Clerk of Johnson County, as a lien and encumbrance against such Phase #3 Assessed Property, and Landowner hereby authorizes the City to so record such documents against the Phase #3 Assessed Property owned by Landowner;

(ii) in the event of any subdivision, sale, transfer or other conveyance by the Landowner of the right, title or interest of the Landowner in the Landowner's Parcel or any part thereof, the Landowner's Parcel, or any such part thereof, shall continue to be bound

by all of the terms, conditions and provisions of such Declaration of Covenants, Conditions and Restrictions and any purchaser, transferee or other subsequent owner shall take such Phase #3 Assessed Property(s) subject to all of the terms, conditions and provisions of such Declaration of Covenants, Conditions and Restrictions; and

(iii) Landowner shall comply with, and shall contractually obligate (and, upon the City's request, promptly provide written evidence of such contractual provisions to the City) any party who purchases any Phase #3 Assessed Property owned by Landowner, or any portion thereof, for the purpose of constructing residential properties that are eligible for "homestead" designations under State law, to comply with the Homebuyer Education Program described on **Exhibit III** to this Agreement. Such compliance obligation shall terminate as to each Lot if, and when, (i) a final certificate of occupancy for a residential unit on such Lot is issued by the City, and (ii) there is a sale of a Lot to an individual homebuyer, it being the intent of the undersigned that the Homebuyer Education Program shall apply only to a commercial builder who is in the business of constructing and/or selling residences to individual home buyers (a "**Builder**") but not to subsequent sales of such residence and Lot by an individual home buyer after the initial sale by a Builder.

Notwithstanding the provisions of this Section, upon the Landowner's request and the City's consent, in the City's sole and absolute discretion, the Declaration of Covenants, Conditions and Restrictions may be included with other written restrictions running with the land on property within the District, provided they contain all the material provisions and provide the same material notice to prospective property owners as does the document attached as **Exhibit II**.

## **II. OWNERSHIP AND CONSTRUCTION OF PHASE #3 IMPROVEMENTS**

A. **Ownership and Transfer of Phase #3 Improvements.** Landowner acknowledges that the portion of the Phase #3 Improvements benefiting the Landowner's Parcel and the land (or easements, as applicable) needed therefor shall be owned by the City as constructed and/or conveyed to the City and Landowner will execute such conveyances and/or dedications of public rights of way and easements as may be reasonably required to evidence such ownership, as generally described on the current plats of the property within the District.

B. **Grant of Easement and License, Construction of Phase #3 Improvements.**

(i) Any subsequent owner of a Phase #3 Assessed Property shall, upon the request of the City or Landowner, grant and convey to the City or Landowner and its contractors, materialmen and workmen a temporary license and/or easement, as appropriate, to construct the Phase #3 Improvements on the Landowner's Parcel within the District, to stage on the Landowner's Parcel within the District construction trailers, building materials and equipment to be used in connection with such construction of the

Phase #3 Improvements and for passage and use over and across parts of the property within the District as shall be reasonably necessary during the construction of the Phase #3 Improvements. Any subsequent owner of a Phase #3 Assessed Property may require that each contractor constructing the Phase #3 Improvements cause such owner of a Phase #3 Assessed Property to be indemnified and/or named as an additional insured under liability insurance reasonably acceptable to such owner of a Phase #3 Assessed Property. The right to use and enjoy any easement and license provided above shall continue until the construction of the Phase #3 Improvements are complete; provided, however, any such license or easement shall automatically terminate upon the recording of the final plat for the Landowner's Parcel in the real property records of Johnson County, Texas.

(ii) Landowner hereby agrees that any right or condition imposed by any agreement with respect to the Phase #3 Assessments has been satisfied, and that Landowner shall not have any rights or remedies against the City under any law or principles of equity concerning the Phase #3 Assessments, with respect to the formation of the District, approval of the Service and Assessment Plan and the City's levy and collection of the Phase #3 Assessments.

### **III. COVENANTS AND WARRANTIES; MISCELLANEOUS**

#### **A. Special Covenants and Warranties of Landowner.**

Landowner represents and warrants to the City as follows:

(i) Landowner is duly organized, validly existing and, as applicable, in good standing under the laws of the state of its organization and have the full right, power and authority to enter into this Agreement, and to perform all the obligations required to be performed by Landowner hereunder.

(ii) This Agreement has been duly and validly executed and delivered by, and on behalf of, Landowner and, assuming the due authorization, execution and delivery thereof by and on behalf of the City and the Landowner, constitutes a valid, binding and enforceable obligation of such party enforceable in accordance with its terms. This representation and warranty is qualified to the extent the enforceability of this Agreement may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws of general application affecting the rights of creditors in general.

(iii) Neither the execution and delivery hereof, nor the taking of any actions contemplated hereby, will conflict with or result in a breach of any of the provisions of, or constitute a default, event of default or event creating a right of acceleration, termination or cancellation of any obligation under, any instrument, note, mortgage, contract,

judgment, order, award, decree or other agreement or restriction to which Landowner is a party, or by which Landowner or Landowner's Parcel is otherwise bound.

(iv) Landowner is, subject to all matters of record in the Johnson County, Texas Real Property Records, the sole owner of the Landowner's Parcel.

(v) The Landowner's Parcel is not subject to, or encumbered by, any covenant, lien, encumbrance or agreement which would prohibit (i) the creation of the District, (ii) the levy of the Phase #3 Assessments, or (iii) the construction of the Phase #3 Improvements on those portions of the property within Phase #3 of the District which are to be owned by the City, as generally described on the current plats of the property within the District (or, if subject to any such prohibition, the approval or consent of all necessary parties thereto has been obtained).

(vi) Landowner covenants and agrees to execute any and all documents necessary, appropriate or incidental to the purposes of this Agreement, as long as such documents are consistent with this Agreement and do not create additional liability of any type to, or reduce the rights of, such Landowner by virtue of execution thereof.

B. Waiver of Claims Concerning Phase #3 Improvements. The Landowner, with full knowledge of the provisions, and the rights thereof pursuant to such provisions, of applicable law, waives any claims against the City and its successors, assigns and agents, pertaining to the installation of the Phase #3 Improvements on the Landowner's Parcel.

C. Notices.

Any notice or other communication to be given to the City or Landowner under this Agreement shall be given by delivering the same in writing to:

To the City: City of Burleson, Texas  
Attn: City Manager  
141 W. Renfro Street  
Burleson, Texas 76028

With a copy to: Taylor, Olson, Adkins, Sralla, & Elam, LLP  
Attn: E. Allen Taylor, Jr., City Attorney  
6000 Western Place, Ste. 200  
Fort Worth, TX 76107

To the Landowner: J Houston Homes Limited Liability Company  
Attn: Suzette Crow  
421 Century Way #100  
Red Oak, TX 75154



Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed, or sent by electronic or facsimile transmission confirmed by mailing written confirmation at substantially the same time as such electronic or facsimile transmission, or personally delivered to an officer of the recipient at the address set forth herein.

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

D. Parties in Interest.

This Agreement is made solely for the benefit of the City and the Landowner and is not assignable, except, in the case of Landowner, in connection with the sale or disposition of all or substantially all of the parcels which constitute the Landowner's Parcel. However, the parties expressly agree and acknowledge that the City, the Landowner, each current owner of any parcel which constitutes the Landowner's Parcel, and the holders of or trustee for any bonds secured by Phase #3 Assessment revenues of the City or any part thereof to finance the costs of the Phase #3 Improvements, are express beneficiaries of this Agreement and shall be entitled to pursue any and all remedies at law or in equity to enforce the obligations of the parties hereto. This Agreement shall be recorded in the real property records of Johnson County, Texas.

E. Amendments.

This Agreement may be amended only by written instrument executed by the City and the Landowner. No termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the then-current owners of the property within the District and recorded in the Real Property Records of Johnson County, Texas.

F. Effective Date.

This Agreement shall become and be effective (the "Effective Date") upon the date of final execution by the latter of the City and the Landowner and shall be valid and enforceable on said date and thereafter.

G. Estoppels.

Within 10 days after written request from a party hereto, the other party shall provide a written certification, indicating whether this Agreement remains in effect as to a Phase #3 Assessed Property, and whether any party is then in default hereunder.

H. Termination.

This Agreement shall terminate and be of no further force and effect as to the Phase #3 Assessed Property upon payment in full of the Phase #3 Assessment(s) against such Phase #3 Assessed Property.

I. Statutory Verifications. The Landowner makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the “Government Code”), in entering into this Agreement. As used in such verifications, “affiliate” means an entity that controls, is controlled by, or is under common control with the Landowner within the meaning of Securities and Exchange Commission Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

(i). Not a Sanctioned Company. The Landowner represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Landowner and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(ii). No Boycott of Israel. The Landowner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Government Code.

(iii). No Discrimination Against Firearm Entities. The Landowner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Government Code

(iv). No Boycott of Energy Companies. The Landowner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.

[Signature pages to follow]

EXECUTED by the City and Landowner on the Effective Date.

Date: _____

**CITY OF BURLESON, TEXAS**

By: _____  
Chris Fletcher, Mayor

STATE OF TEXAS                   §  
                                             §  
COUNTY OF JOHNSON         §

This instrument was acknowledged before me on the ____ day of _____, 2024 by  
Chris Fletcher, Mayor of the City of Burleson, Texas on behalf of said City.

(SEAL)

_____  
Notary Public, State of Texas

_____  
Name printed or typed

Commission Expires:_____

[Signature Page Landowner Agreement]

**LANDOWNER**

Date: _____

**J HOUSTON HOMES LIMITED LIABILITY COMPANY,**  
a Texas limited liability company

By: JHH CENTRAL MANAGEMENT SERVICES, PBC,  
a Texas public benefit corporation,  
its Sole Member

By: _____

Name: Suzette Crow

Its: Vice President

STATE OF TEXAS           §

§

COUNTY OF ELLIS       §

This instrument was acknowledged before me on the ____ day of _____,  
2024 by Suzette Crow, Vice President of JHH CENTRAL MANAGEMENT SERVICES, PBC, a  
Texas public benefit corporation, Sole Member of J HOUSTON HOMES LIMITED LIABILITY  
COMPANY, a Texas limited liability company, on behalf of said entity.

_____  
Notary Public, State of Texas

[Signature Page Landowner Agreement]

**LANDOWNER AGREEMENT - EXHIBIT I**  
**METES AND BOUNDS DESCRIPTION OF LANDOWNER'S PARCEL**

## LANDOWNER AGREEMENT - EXHIBIT II

### DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** (as it may be amended from time to time, this “Declaration”) is made as of August 19, 2024 by J Houston Homes Limited Liability Company, a Texas limited liability company (the “Landowner”).

#### RECITALS:

- A. The Landowner holds record title to that portion of the real property located in Johnson County, Texas, which is described in the attached **Exhibit I** (the “Landowner’s Parcel”).
- B. The City Council of the City of Burleson (the “City Council”) upon a petition requesting the establishment of a public improvement district covering the property within the District to be known as the Parks at Panchasarp Farms Public Improvement District JC-1 (the “District”) by the then current owners of 100% of the appraised value of the taxable real property and 100% of the area of all taxable real property within the area requested to be included in the District created such District, in accordance with the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the “PID Act”).
- C. The City Council has adopted an assessment ordinance to levy assessments for certain public improvements (including all exhibits and attachments thereto, the “Assessment Ordinance”) and the Service and Assessment Plan included as an exhibit to the Assessment Ordinance (as updated and amended from time to time, the “Service and Assessment Plan”), and has levied the assessments (the “Assessments”) on property in Phase #3 (as defined in the Service and Assessment Plan) of the District.
- D. The statutory notification required by Texas Property Code, Section 5.014, as amended, to be provided by the seller of residential property that is located in a public improvement district established under Chapter 372 of the Texas Local Government Code, as amended, to the purchaser, is incorporated into this Declaration.

#### DECLARATIONS:

NOW, THEREFORE, the Landowner hereby declares that the Landowner’s Parcel is and shall be subject to, and hereby imposes on the Landowner’s Parcel, the following covenants, conditions and restrictions:

##### 1. **Acceptance and Approval of Assessments and Lien on Property:**

- (a) Landowner accepts each Assessment levied on the Landowner’s Parcel owned by such Landowner.
- (b) The Assessment (including any reassessment, the expense of collection, and reasonable attorney’s fees, if incurred) is (a) a first and prior lien (the “Assessment”



Lien”) against the property assessed, superior to all other liens or claims except for liens or claims for state, county, school district or municipality ad valorem property taxes whether now or hereafter payable, and (b) a personal liability of and charge against the owners of the property to the extent of their ownership regardless of whether the owners are named. The Assessment Lien is effective from the date of the Assessment Ordinance until the Assessments are paid and may be enforced by the City in the same manner as an ad valorem property tax levied against real property that may be enforced by the City. The owner of any assessed property may pay, at any time, the entire Assessment levied against any such property. Foreclosure of an ad valorem property tax lien on property within Phase #3 of the District will not extinguish the Assessment or any unpaid but not yet due Annual Installments of the Assessment, and will not accelerate the due date for any unpaid and not yet due Annual Installments of the Assessment.

It is the clear intention of all parties to this Declarations, that the Assessments, including any Annual Installments of the Assessments (as such Annual Installments may be adjusted, decreased or extended), are covenants that run with the Landowner’s Parcel and specifically binds the Landowner, its successors and assigns.

In the event of delinquency in the payment of any Annual Installment of the Assessment, the City is empowered to order institution of an action in district court to foreclose the related Assessment Lien, to enforce personal liability against the owner of the real property for the Assessment, or both. In such action the real property subject to the delinquent Assessment may be sold at judicial foreclosure sale for the amount of such delinquent property taxes and Assessment, plus penalties, interest and costs of collection.

**2. Landowner or any subsequent owner of the Landowner’s Parcel waives:**

- (a) any and all defects, irregularities, illegalities or deficiencies in the proceedings establishing the District and levying and collecting the Assessments or the annual installments of the Assessments;
- (b) any and all notices and time periods provided by the PID Act including, but not limited to, notice of the establishment of the District and notice of public hearings regarding the levy of Assessments by the City Council concerning the Assessments;
- (c) any and all defects, irregularities, illegalities or deficiencies in, or in the adoption of, the Assessment Ordinance by the City Council;
- (d) any and all actions and defenses against the adoption or amendment of the Service and Assessment Plan, the City’s finding of a ‘special benefit’ pursuant to the PID Act and the Service and Assessment Plan, and the levy of the Assessments; and
- (e) any right to object to the legality of any of the Assessments or the Service and Assessment Plan or to any of the previous proceedings connected therewith which occurred prior to, or upon, the City Council’s levy of the Assessments.

3. **Amendments:** This Declaration may be terminated or amended only by a document duly executed and acknowledged by the then-current owner(s) of the Landowner's Parcel and the City. No such termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the parties by whom approval is required as set forth above and recorded in the real Property Records of Johnson County, Texas.
4. **Third Party Beneficiary:** The City is a third-party beneficiary to this Declaration and may enforce the terms hereof.
5. **Notice to Subsequent Purchasers:** Upon the sale of a dwelling unit within the District, the purchaser of such property shall be provided a written notice that reads substantially similar to the following:

**TEXAS PROPERTY CODE SECTION 5.014  
NOTICE OF OBLIGATION TO PAY  
IMPROVEMENT DISTRICT ASSESSMENT  
TO THE CITY OF BURLESON, TEXAS  
CONCERNING THE FOLLOWING PROPERTY:**

LOT	BLOCK	PROPERTY ADDRESS
-----	-------	------------------

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Burleson, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within the Parks at Panchasarp Farms Public Improvement District JC-1 (the "District") created under the provisions of Subchapter A, Chapter 372, Texas Local Government Code, as amended.

**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 of Burleson, Texas. The exact amount of each annual installment will be approved each year by the City Council of the City of Burleson, Texas 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 of Burleson, Texas, 141 W Renfro Street, Burleson, Texas 76028.

**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.**

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.

[PURCHASER]

[PURCHASER]

By: _____

By: _____

Name: _____

Name: _____

Date: _____

Date: _____

The undersigned seller executes this notice pursuant to Texas Property Code Section 5.014(a-1), as amended, before the effective date of a binding contract for purchase of the real property at the address described above.

[SELLER]

By: _____

Name: _____

Date: _____

EXECUTED by the undersigned on the date set forth below to be effective as of the date first above written.

**J HOUSTON HOMES LIMITED LIABILITY COMPANY,**  
a Texas limited liability company

By: JHH CENTRAL MANAGEMENT SERVICES, PBC,  
a Texas public benefit corporation,  
its Sole Member

By: _____  
Name: Suzette Crow  
Its: Vice President

STATE OF TEXAS           §  
                                     §  
COUNTY OF ELLIS       §

This instrument was acknowledged before me on the ____ day of _____, 2024 by Suzette Crow, Vice President of JHH CENTRAL MANAGEMENT SERVICES, PBC, a Texas public benefit corporation, Sole Member of J HOUSTON HOMES LIMITED LIABILITY COMPANY, a Texas limited liability company, on behalf of said entity.

_____  
Notary Public, State of Texas

## **LANDOWNER AGREEMENT - EXHIBIT III**

### **HOMEBUYER EDUCATION PROGRAM**

As used in this **Exhibit III**, the recorded Notice of the Authorization and Establishment of the Parks at Panchasarp Farms Public Improvement District JC-1 and the Declaration of Covenants, Conditions and Restrictions in **Exhibit II** of this Agreement are referred to as the “Recorded Notices.”

1. Any Landowner who is a Builder shall attach the Recorded Notices and the final Phase #3 Assessment Roll for such Phase #3 Assessed Property (or if the Phase #3 Assessment Roll is not available for such Phase #3 Assessed Property, then a schedule showing the maximum 30-year payment for such Phase #3 Assessed Property) as an addendum to any residential homebuyer’s contract.
2. Any Landowner who is a Builder shall provide evidence of compliance with Paragraph 1 above, signed by such residential homebuyer, to the City upon the City’s request.
3. Any Landowner who is a Builder shall prominently display signage in its model homes, if any, substantially in the form of the Recorded Notices.
4. If prepared and provided by the City, any Landowner who is a Builder shall distribute informational brochures about the existence and effect of the District in prospective homebuyer sales packets.
5. Any Landowner who is a Builder shall include Assessments in estimated property taxes, if such Builder estimates monthly ownership costs for prospective homebuyers.

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## City Council Regular Meeting

**DEPARTMENT:** Finance

**FROM:** Harlan Jefferson, Deputy City Manager

**MEETING:** August 5, 2024

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**SUBJECT:**

Receive a report, hold a discussion, provide staff direction on the FY 2024-2025 (tax year 2024) property tax rates, and provide any additional information from the City Council regarding the annual budget for FY 2024-2025. (*Staff Contact: Harlan Jefferson, Deputy City Manager*)

**SUMMARY:**

Senate Bill 2 went into effect in 2020. One key focus of this bill was placing a 3.5% cap on the Maintenance and Operations No New Revenue Rate (M&O NNRR) without going to the voters for approval. On June 17, 2024, the City Council approved a resolution directing the City Manager to prepare a budget calendar for the orderly adoption of the property tax rate and annual budget for FY 2024-2025, assuming a property tax rate that does not exceed the voter-approval rate. On July 29, 2024, the Johnson County Tax Assessor's Office submitted the City of Burleson's 2024 Tax Rate Calculation Worksheet (Comptrollers Form 50-856), which was reviewed by the Finance Department. This worksheet determines the following:

- No New Revenue Rate (NNRR) - \$0.6239 - total tax rate that would generate the same tax revenue from the previous year
- M&O NNRR - \$0.4391 - M&O tax rate that would generate the same tax revenue from the previous year – General Fund
- M&O Voter Approval Rate - \$0.4544 - 3.5% of M&O NNRR
- Debt rate - \$0.1923
- Unused Increment Rate - \$0.0160
- Voter Approval Rate (M&O Voter Approval Rate plus Debt Rate) - \$0.6627

This presentation will cover the various rates calculated by the Johnson County Tax Assessor's Office.

**RECOMMENDATION:**

Staff recommends approval of proposed tax rates.

**PRIOR ACTION/INPUT (Council, Boards, Citizens):**

On June 17, 2024, the City Council approved a resolution directing the City Manager to prepare a budget calendar for the orderly adoption of the property tax rate and annual budget for FY 2024-2025, assuming a property tax rate that does not exceed the voter-approval rate.

**REFERENCE:**

N/A

**FISCAL IMPACT:**

The proposed tax rates are included as part of the proposed FY 2024-2025 Proposed Budget.

**STAFF CONTACT:**

Harlan Jefferson  
Deputy City Manager  
[hjefferson@burlesontx.com](mailto:hjefferson@burlesontx.com)  
817-426-9651





# 2024 Property Tax Rate Calculation

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*PRESENTED TO THE FINANCE COMMITTEE ON AUGUST 7, 2024*

# Tax Rate Focus

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- On June 17, 2024, the City Council approved a resolution directing the City Manager to prepare a budget calendar for the orderly adoption of the property tax rate and annual budget for FY 2024-2025, assuming a property tax rate that does not exceed the voter-approval rate
- Current tax rate is M&O \$0.442; Debt Rate \$0.1923; Total Rate \$0.6325
- On July 25, 2024- the City and Johnson County Tax Office received the July certified roll from both the Tarrant County and Johnson County Tax Office
- On July 29, 2024, the Johnson County Tax assessor's Office submitted the 2024 Tax Rate Calculation Worksheet to Finance for review
  - This worksheet calculates the NNRR, M&O NNRR, Debt Rate and Voter Approval Rate

# Property Tax Overview

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- Senate Bill 2 – In effect since 2020
  - No New Revenue Rate (NNRR) – total tax rate that would generate the same tax revenue from previous year
    - Based on previous year tax base
      - Tax values increase – total tax rate to generate same revenue as last year goes down
      - Tax values decrease – total tax rate to generate same revenue as last year goes up
- M&O No New Revenue Rate (M&O NNRR) – M&O tax rate that would generate the same tax revenue from previous year – General Fund
  - M&O tax rate has a 3.5% cap without voter approval
  - Previous cap was 8%
  - Above 3.5% tax increase requires voter approval

# Property Tax Overview (cont.)

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- Unused Increment Rate - A taxing unit that did not use all of its revenue growth may bank that unused growth as long as the taxing unit averaged below 3.5 percent of the voter-approval rate over three years
  - 2021 Unused Increment Rate - \$0.0112
  - 2022 Unused Increment Rate - \$0.0048
  - 2023 Unused Increment Rate - \$0.0000
- Voter-Approval Tax Rate - Maintenance and Operations No-New-Revenue Tax Rate times 1.035 plus current Debt Tax Rate plus Unused Increment Rate
- The Finance Committee and the Council directed staff to utilize strategies to preserve the existing tax reduce in an effort to maximize maintenance and operation funds

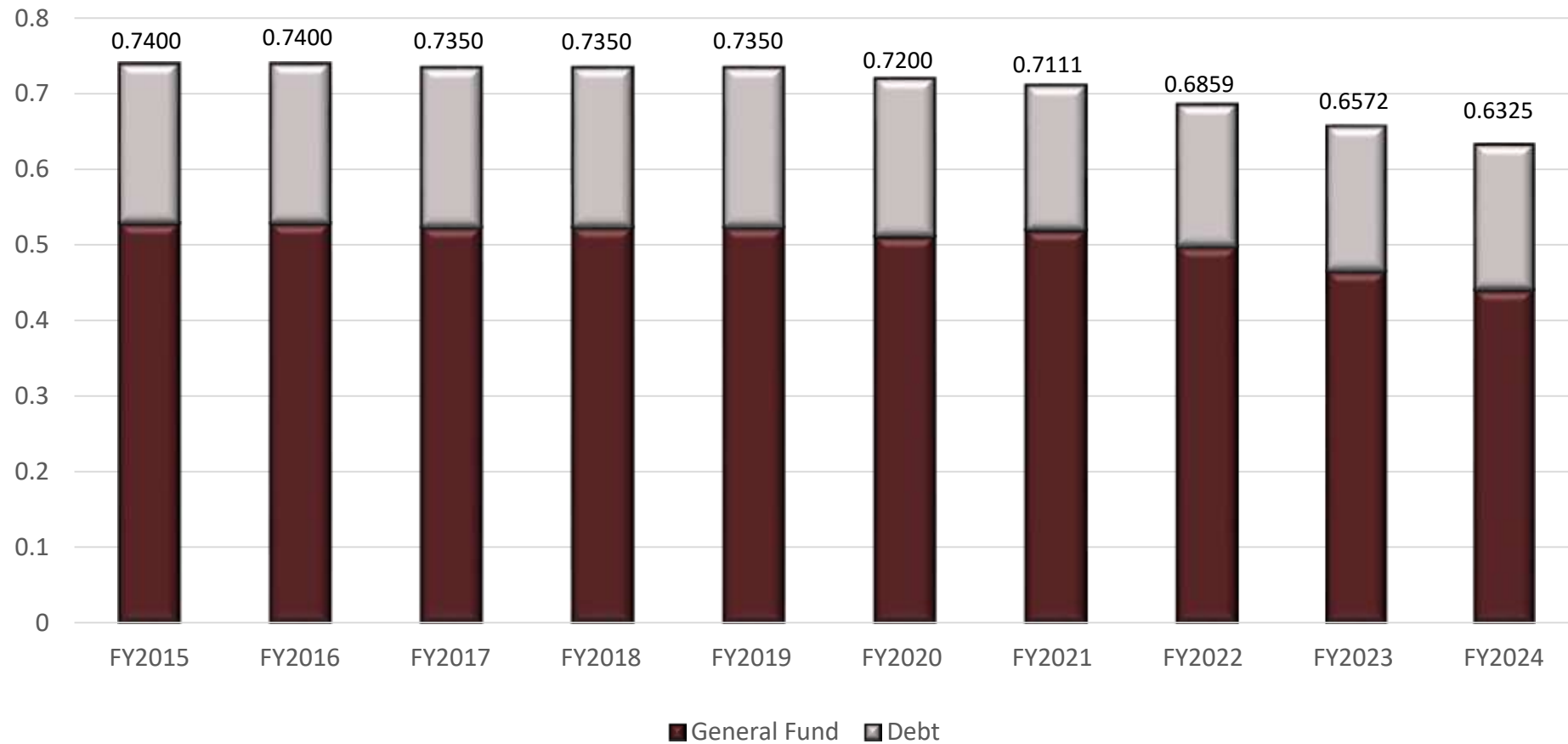
# FY 24-25 (Tax Year 2024) Tax Rate

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- Current Tax Rate- M&O Rate **\$0.4402**; Debt Rate **\$0.1923**; Total Rate **\$0.6325**
- FY 2025 Tax Rates:
  - NNRR - **\$0.6239**
  - M&O NNRR - \$0.4391
  - 3.5% of M&O NNRR - \$0.4544 (Also referred as M&O Vote-Approval Rate)
  - Debt Rate - \$0.1923
  - Voter Approval Rate (Before Increment) - **\$0.6466**
  - Unused Increment Rate - \$0.0160
  - Voter Approval Rate - **\$0.6627**

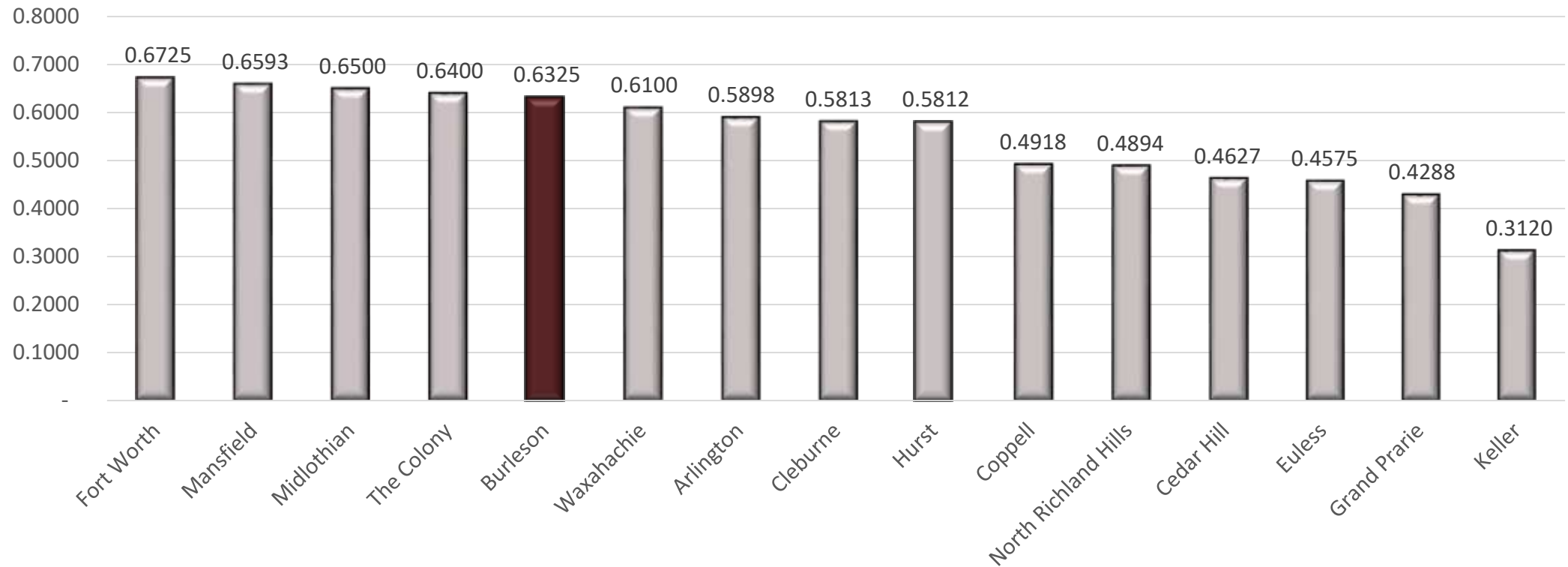
# Property Tax Facts

Tax Rate History





# Other City Tax Rates Comparative



# Property Tax Rate Options

	Rate	Revenue	Difference	Cumulative
No New Revenue Rate	\$ 0.6239	\$ 34,001,163	\$ -	-
Current Rate	\$ 0.6325	\$ 34,469,844	\$ 468,681	\$ 468,681
Voter Approval Rate (Without Increment)	\$ 0.6466	\$ 35,238,263	\$ 768,419	\$ 1,237,100
Voter Approval Rate (With Increment)	\$ 0.6627	\$ 36,115,677	\$ 877,414	\$ 2,114,514

# Property Tax Rate Options

	Rate	Total Tax Levy	Average Monthly Increase	Average Annual Increase
No New Revenue Rate	\$ 0.6239	\$ 1,871.01	\$ 0.00	\$ 0.00
Current Rate	\$ 0.6325	\$ 1,896.80	\$ 2.15	\$ 25.79
Voter Approval Rate (Without Increment)	\$ 0.6466	\$ 1,939.08	\$ 3.52	\$ 42.28
Voter Approval Rate (With Increment)	\$ 0.6627	\$ 1,987.36	\$ 4.02	\$ 48.28

*Average home value \$299,889*

# FY24-25 Proposed Fees

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# Water & Wastewater Fees

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# FY24-25 Residential Fees

## Residential Monthly Charges – ¾" Meter

### 5,000 Water & 5,000 Wastewater Consumption

Current	Proposed	Monthly Increase	Annual Increase
\$87.66	\$92.85	\$5.19	\$62.28

### 10,000 Water & 5,000 Wastewater Consumption (Average Residential Consumption)

Current	Proposed	Monthly Increase	Annual Increase
\$112.16	\$119.07	\$6.91	\$82.92

### 30,000 Water & 5,000 Wastewater Consumption

Current	Proposed	Monthly Increase	Annual Increase
\$237.06	\$252.71	\$15.65	\$187.80



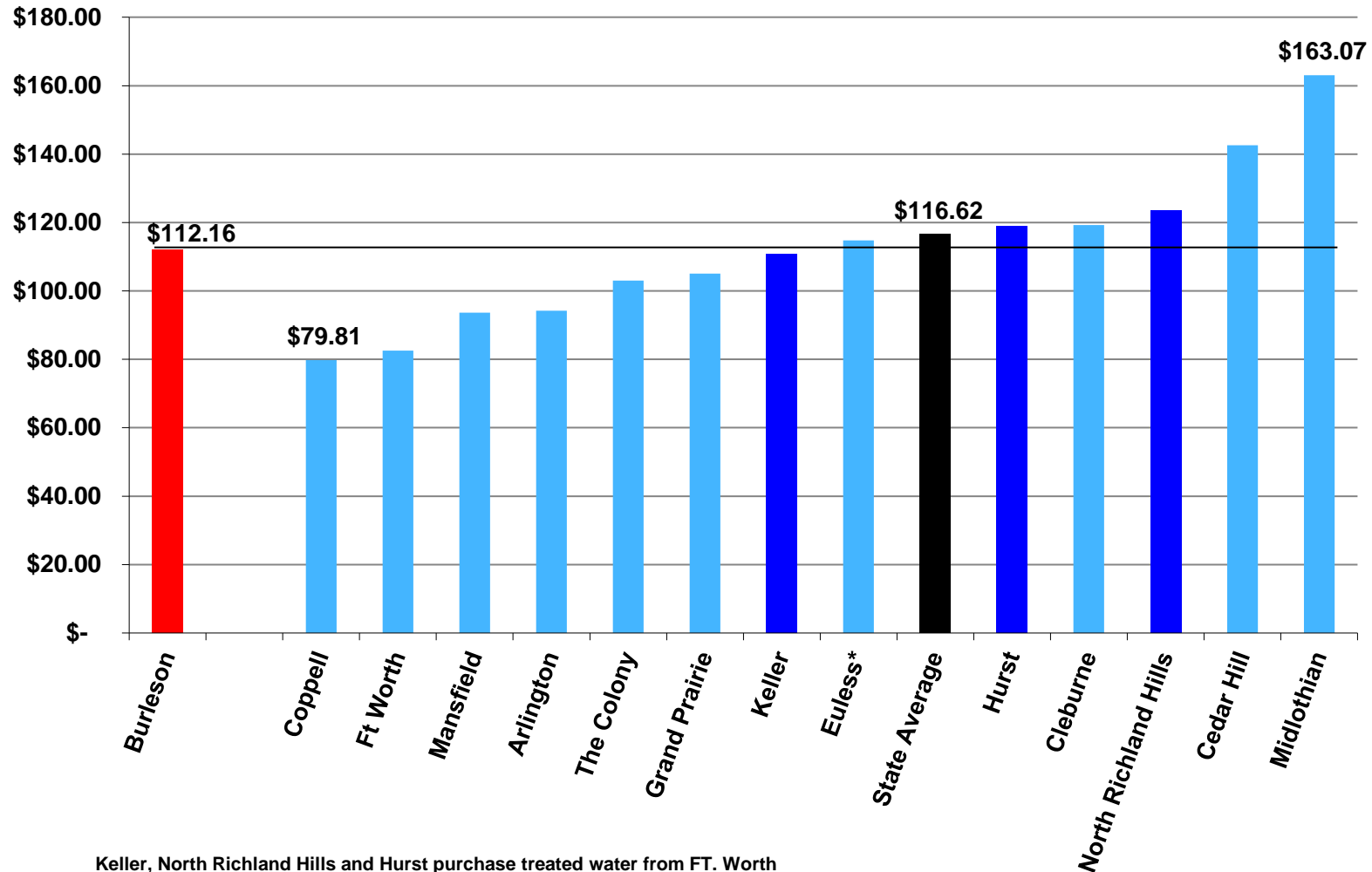
# FY24-25 Commercial Fees

## Commercial Monthly Charges – 2” Meter

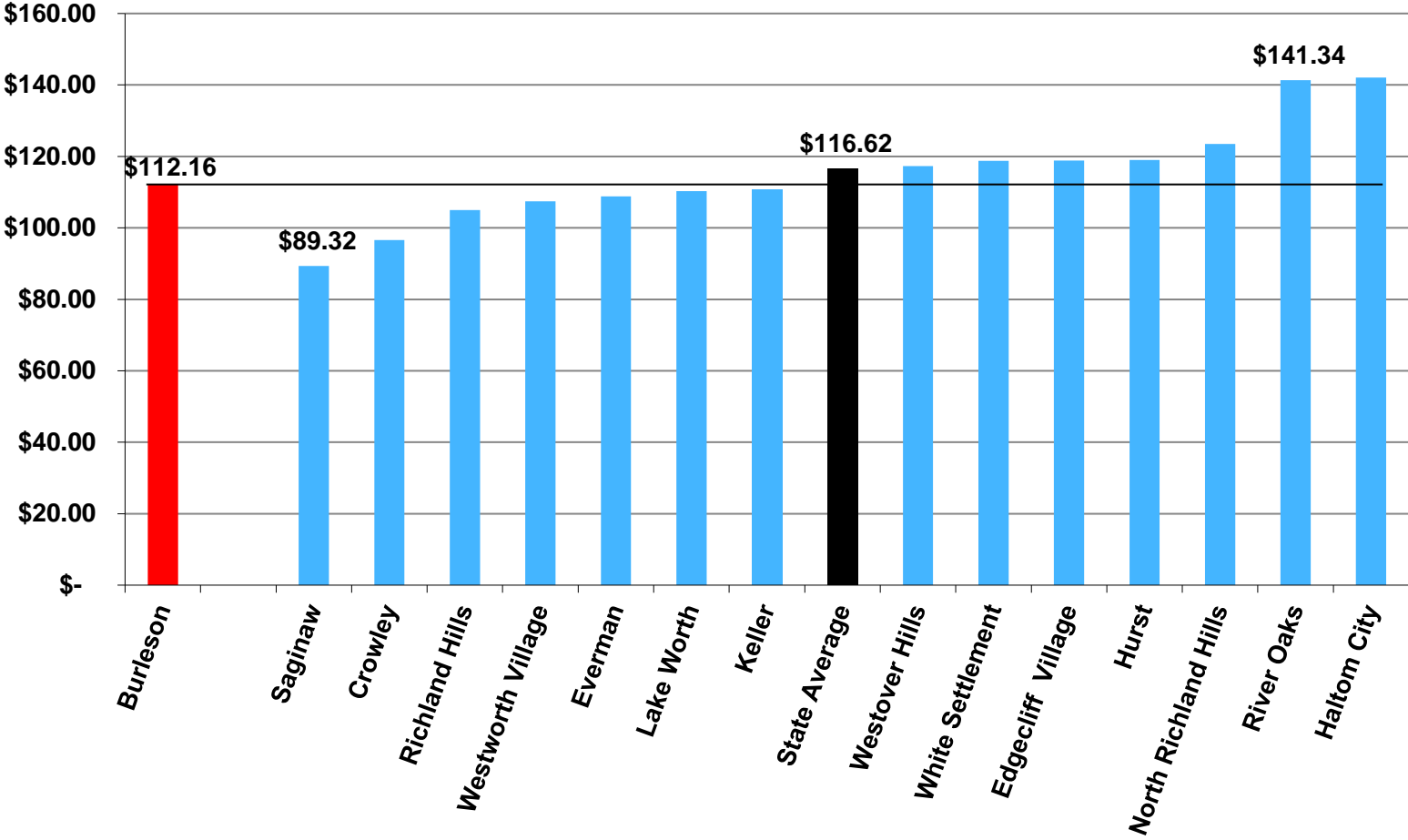
40,000 Water & 40,000 Wastewater Consumption

Current	Proposed	Monthly Increase	Annual Increase
\$542.58	\$575.78	\$33.20	\$398.40

# Monthly Residential Charge Comparison 10,000 Gal W, 5,000 Gal WW



# Monthly Residential Bill Comparison Fort Worth Wholesale Customers



Note: Keller purchases water only from Ft. Worth

# Solid Waste Fees

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# Burleson Solid Waste Residential Rate Detail

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Type	FY 2023-24	FY 2024-25
Waste Collection	\$16.20	\$17.28
Recycling	\$3.00	\$3.21
Admin and Overhead	\$1.10	\$2.10*
Franchise Fee	\$1.54	\$1.64
<b>Total</b>	<b>\$21.84</b>	<b>\$24.23</b>

* The Admin and Overhead amount includes \$1.00 for the Littler Abatement contract service.

# Burleson Solid Waste Non-Residential Rate Detail

## Small Collections

Type	FY 2023-24	FY 2024-25
Waste Collection	\$23.43	\$27.22
Admin and Overhead	\$1.10	\$2.10
Franchise Fee	\$1.87	\$2.18
<b>Total</b>	<b>\$26.40</b>	<b>\$31.50</b>

## Large Collections

Type	FY 2023-24	FY 2024-25
Waste Collection	\$35.58	\$41.32
Admin and Overhead	\$1.10	\$2.10
Franchise Fee	\$2.83	\$3.31
<b>Total</b>	<b>\$39.31</b>	<b>\$46.73</b>



# Solid Waste Rates Comparison Cities

	Arlington	Burleson	Cedar Hill	Cleburne	Coppell	Euless	Fort Worth	Grand Prairie	Hurst	Keller	Mansfield	NRH	The Colony
<b>Rates</b>	\$19.19	<b>\$24.23</b>	\$18.24	\$16.80	\$19.33, plus \$.10 education fee	\$25.43	\$12.50 - 32 gal \$17.50 – 64 gal \$22.75 – 96 gal	\$17.07	\$9.68	\$18.62	\$12.28	\$19.39	\$16.29
<b>Frequency</b>	Once weekly	<b>Twice Weekly</b>	Once weekly	Once Weekly	Twice Weekly	Twice Weekly	Once Weekly	Twice Weekly	Twice Weekly	Twice Weekly	Twice Weekly	Twice Weekly	Once Weekly
<b>Carts/Bags</b>	Cart Only	<b>Either</b>	Cart Only	Cart Only	Either	Either	Cart Only	Bags	Either	Either	Either	Either	Cart Only
<b>Recycling Rate</b>	Included with Trash	<b>Included with Trash</b>	Included with Trash	Optional Third Party Service	Included with Trash	Included with Trash	Included with Trash	\$2.00	\$4.78	Included with Trash	\$5.50	Included with Trash	\$6.32

## Notes:

All rates are based on a per month basis.

Chart is for residential collection only.

# Cumulative Fees

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# Average Residential Fee Totals

Property Tax Rate		Average Monthly Increase	Average Homestead Decrease	Monthly Solid Waste Increase	Average Water & Wastewater Increase	Total Average Monthly Increase	Total Average Annual Increase
No New Revenue Rate	\$0.6239	\$0.00	(\$4.68)	\$2.39	\$6.91	\$4.62	\$55.44
Current Rate	\$0.6325	\$2.15	(\$4.74)	\$2.39	\$6.91	\$6.71	\$80.52
Voter Approval Rate (Without Increment)	\$0.6466	\$3.52	(\$4.85)	\$2.39	\$6.91	\$7.97	\$95.64
Voter Approval Rate (With Increment)	\$0.6627	\$4.02	(\$4.97)	\$2.39	\$6.91	\$8.38	\$100.56

# Street Maintenance Fee - Update

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# Street Maintenance Fee

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- During budget deliberations, staff recommended the City Council consider the possible future adoption of a street maintenance fee
- Fee would be used to augment maintenance and operations funding to improve the city's street infrastructure
- Intention was offset proposed fee by reducing the city's solid waste rate through:
  - Possible implementation of once a week polycart collection
  - Franchising of commercial and industrial collection

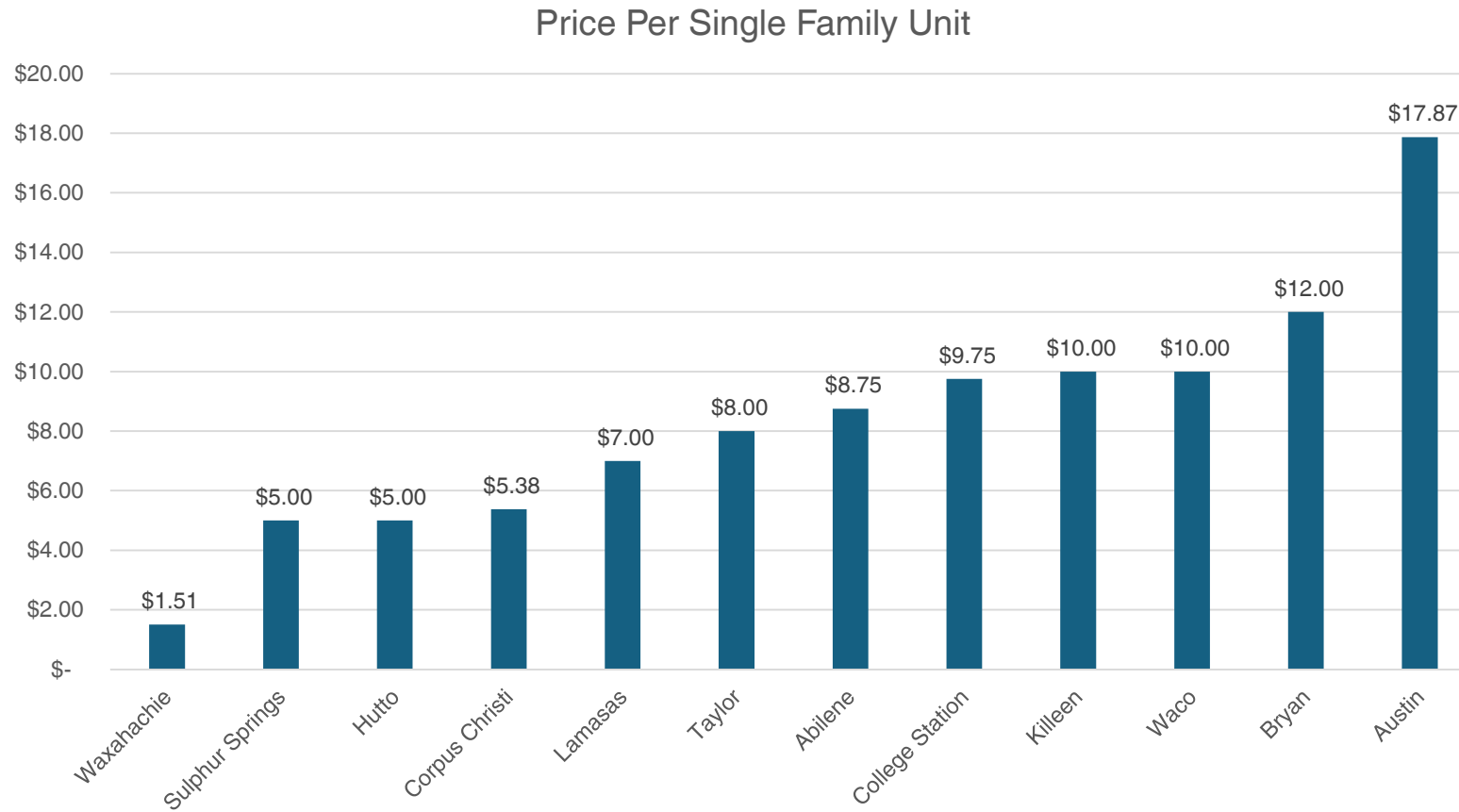
# Street Maintenance Fee

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- Staff has engaged legal and a third party consultant to explore releasing a request for proposal for alternative trash collection options
  - Existing contract restricts the city's ability to terminate for convenience, so a full competitive proposal may not be a viable option
  - Staff and consultant are currently negotiating with existing vendor on options to reduce the solid waste rate so as to reduce the impact of a possible street maintenance fee
- Staff has solicited proposals for a street maintenance and stormwater fee analysis, and is currently awaiting response
- Analysis will:
  - Established recommended fees
  - Determine rough proportionality



# Street Maintenance Fees in Other Communities



# Possible Revenue

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## Current Street Maintenance Budget

- \$1,111,500
- Includes Contracted Services and purchase of material for staff work

Possible Revenues from Street Maintenance Fees		
Based on 15,997 Residential Properties		
Rate	Monthly	Annual
\$ 1.50	\$ 23,995.50	\$ 287,946.00
\$ 2.50	\$ 39,992.50	\$ 479,910.00
\$ 4.00	\$ 63,988.00	\$ 767,856.00
\$ 5.00	\$ 79,985.00	\$ 959,820.00
\$ 7.00	\$ 111,979.00	\$ 1,343,748.00
\$ 8.00	\$ 127,976.00	\$ 1,535,712.00
\$ 10.00	\$ 159,970.00	\$ 1,919,640.00

# Street Maintenance Fee

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- Without a competitive proposal for waste collection, a fee reduction to offset a possible street maintenance fee may not be possible
- While authorized today, future legislation may prohibit the use street maintenance fees
- The rough proportionality of a street maintenance fee could be challenged
- Neighboring municipalities have halted the planned implementation of their street maintenance fees
- While a street maintenance fee is still a viable option, the adoption of a tax rate exceeding the no new revenue rate could be utilized to increase funding for street infrastructure in lieu of a street maintenance fee

# Next Steps

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- August 5, 2024 – The City Manager will submit a copy of the FY 2024-2025 Proposed Budget to the City Secretary's Office and City Council
- August 7, 2024 – Finance Committee meeting – City Manager FY 2024-2025 budget presentation
- August 12, 2024 – Special Session meeting – City Manager FY 2024-2025 budget presentation
- September 3, 2024
  - Public Hearing on budget and tax rate
  - First reading of Budget, Tax Rate, and Other Related Ordinances
- September 9, 2024 – Final reading of Budget, Tax Rate, and Other Related ordinances

# Council Direction

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- Provide staff direction regarding the M&O Tax Rate
- Provide staff direction regarding the I&S Tax Rate

# QUESTIONS/COMMENTS



# 2024 Tax Rate Calculation Worksheet

## Taxing Units Other Than School Districts or Water Districts

Form 50-856

City of Burleson

817-426-9600

Taxing Unit Name

Phone (area code and number)

141 W. Renfro Street, Burleson, TX 76028

<https://www.burlesontx.com>

Taxing Unit's Address, City, State, ZIP Code

Taxing Unit's Website Address

**GENERAL INFORMATION:** Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-new-revenue (NNR) tax rate and voter-approval tax rate for the taxing unit. These tax rates are expressed in dollars per \$100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submits the rates to the governing body by Aug. 7 or as soon thereafter as practicable.

School districts do not use this form, but instead use Comptroller Form 50-859 *Tax Rate Calculation Worksheet, School District without Chapter 313 Agreements* or Comptroller Form 50-884 *Tax Rate Calculation Worksheet, School District with Chapter 313 Agreements*.

Water districts as defined under Water Code Section 49.001(1) do not use this form, but instead use Comptroller Form 50-858 *Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts* or Comptroller Form 50-860 *Developed Water District Voter-Approval Tax Rate Worksheet*.

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

### SECTION 1: No-New-Revenue Tax Rate

The NNR tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the NNR tax rate should decrease.

The NNR tax rate for a county is the sum of the NNR tax rates calculated for each type of tax the county levies.

While uncommon, it is possible for a taxing unit to provide an exemption for only maintenance and operations taxes. In this case, the taxing unit will need to calculate the NNR tax rate separately for the maintenance and operations tax and the debt tax, then add the two components together.

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
1.	<b>Prior year total taxable value.</b> Enter the amount of the prior year taxable value on the prior year tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (adjustment is made by deducting TIF taxes, as reflected in Line 17). ¹	\$ 6,337,276,097
2.	<b>Prior year tax ceilings.</b> Counties, cities and junior college districts. Enter the prior year total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision last year or a prior year for homeowners age 65 or older or disabled, use this step. ²	\$ 920,749,019
3.	<b>Preliminary prior year adjusted taxable value.</b> Subtract Line 2 from Line 1.	\$ 5,416,527,078
4.	<b>Prior year total adopted tax rate.</b>	\$ 0.6325 /\$100
5.	<b>Prior year taxable value lost because court appeals of ARB decisions reduced the prior year's appraised value.</b>  A. Original prior year ARB values: ..... \$ 102,938,533 B. Prior year values resulting from final court decisions: ..... - \$ 93,159,310 C. Prior year value loss. Subtract B from A. ³	\$ 9,779,223
6.	<b>Prior year taxable value subject to an appeal under Chapter 42, as of July 25.</b>  A. Prior year ARB certified value: ..... \$ 0 B. Prior year disputed value: ..... - \$ 0 C. Prior year undisputed value. Subtract B from A. ⁴	\$ 0
7.	<b>Prior year Chapter 42 related adjusted values.</b> Add Line 5C and Line 6C.	\$ 9,779,223

¹ Tex. Tax Code §26.012(14)² Tex. Tax Code §26.012(14)³ Tex. Tax Code §26.012(13)⁴ Tex. Tax Code §26.012(13)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
8.	<b>Prior year taxable value, adjusted for actual and potential court-ordered adjustments.</b> Add Line 3 and Line 7.	\$ 5,426,306,301
9.	<b>Prior year taxable value of property in territory the taxing unit deannexed after Jan. 1, 2024.</b> Enter the prior year value of property in deannexed territory. ⁵	\$ 0
10.	<b>Prior year taxable value lost because property first qualified for an exemption in the current year.</b> If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in the current year does not create a new exemption or reduce taxable value. <b>A. Absolute exemptions.</b> Use prior year market value: ..... \$ 9,036,234 <b>B. Partial exemptions.</b> Current year exemption amount or current year percentage exemption times prior year value: ..... + \$ 48,749,992 <b>C. Value loss.</b> Add A and B. ⁶	\$ 57,786,226
11.	<b>Prior year taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in the current year.</b> Use only properties that qualified for the first time in the current year; do not use properties that qualified in the prior year. <b>A. Prior year market value:</b> ..... \$ 106,964 <b>B. Current year productivity or special appraised value:</b> ..... - \$ 311 <b>C. Value loss.</b> Subtract B from A. ⁷	\$ 106,653
12.	<b>Total adjustments for lost value.</b> Add Lines 9, 10C and 11C.	\$ 57,892,879
13.	<b>Prior year captured value of property in a TIF.</b> Enter the total value of the prior year captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the prior year taxes were deposited into the tax increment fund. ⁸ If the taxing unit has no captured appraised value in line 18D, enter 0.	\$ 188,551,569
14.	<b>Prior year total value.</b> Subtract Line 12 and Line 13 from Line 8.	\$ 5,179,861,853
15.	<b>Adjusted prior year total levy.</b> Multiply Line 4 by Line 14 and divide by \$100.	\$ 32,762,626
16.	<b>Taxes refunded for years preceding the prior tax year.</b> Enter the amount of taxes refunded by the taxing unit for tax years preceding the prior tax year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for the prior tax year. This line applies only to tax years preceding the prior tax year. ⁹	\$ 56,020
17.	<b>Adjusted prior year levy with refunds and TIF adjustment.</b> Add Lines 15 and 16. ¹⁰	\$ 32,818,646
18.	<b>Total current year taxable value on the current year certified appraisal roll today.</b> This value includes only certified values or certified estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 20). These homesteads include homeowners age 65 or older or disabled. ¹¹ <b>A. Certified values:</b> ..... \$ 6,563,644,086 <b>B. Counties:</b> Include railroad rolling stock values certified by the Comptroller's office: ..... + \$ <b>C. Pollution control and energy storage system exemption:</b> Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property: ..... - \$ 0 <b>D. Tax increment financing:</b> Deduct the current year captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the current year taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 23 below. ¹² ..... - \$ 209,908,699 <b>E. Total current year value.</b> Add A and B, then subtract C and D.	\$ 6,353,735,387

⁵ Tex. Tax Code §26.012(15)⁶ Tex. Tax Code §26.012(15)⁷ Tex. Tax Code §26.012(15)⁸ Tex. Tax Code §26.03(c)⁹ Tex. Tax Code §26.012(13)¹⁰ Tex. Tax Code §26.012(13)¹¹ Tex. Tax Code §26.012, 26.04(c-2)¹² Tex. Tax Code §26.03(c)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
19.	<b>Total value of properties under protest or not included on certified appraisal roll.</b> ¹³ <b>A. Current year taxable value of properties under protest.</b> The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest. ¹⁴ ..... \$ 106,669,896 <b>B. Current year value of properties not under protest or included on certified appraisal roll.</b> The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value of property not on the certified roll. ¹⁵ ..... + \$ 11,917,221 <b>C. Total value under protest or not certified.</b> Add A and B.	\$ 118,587,117
20.	<b>Current year tax ceilings.</b> Counties, cities and junior colleges enter current year total taxable value of homesteads with tax ceilings. These include the home- steads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in the prior year or a previous year for homeowners age 65 or older or disabled, use this step. ¹⁶	\$ 1,022,544,818
21.	<b>Current year total taxable value.</b> Add Lines 18E and 19C. Subtract Line 20. ¹⁷	\$ 5,449,777,686
22.	<b>Total current year taxable value of properties in territory annexed after Jan. 1, of the prior year.</b> Include both real and personal property. Enter the current year value of property in territory annexed. ¹⁸	\$ 0
23.	<b>Total current year taxable value of new improvements and new personal property located in new improvements.</b> New means the item was not on the appraisal roll in the prior year. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, of the prior year and be located in a new improvement. New improvements <b>do</b> include property on which a tax abatement agreement has expired for the current year. ¹⁹	\$ 189,895,607
24.	<b>Total adjustments to the current year taxable value.</b> Add Lines 22 and 23.	\$ 189,895,607
25.	<b>Adjusted current year taxable value.</b> Subtract Line 24 from Line 21.	\$ 5,259,882,079
26.	<b>Current year NNR tax rate.</b> Divide Line 17 by Line 25 and multiply by \$100. ²⁰	\$ 0.6239 /\$100
27.	<b>COUNTIES ONLY.</b> Add together the NNR tax rates for each type of tax the county levies. The total is the current year county NNR tax rate. ²¹	\$ _____ /\$100

## SECTION 2: Voter-Approval Tax Rate

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the rate. The voter-approval tax rate is split into two separate rates:

- Maintenance and Operations (M&O) Tax Rate:** The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus the applicable percentage allowed by law. This rate accounts for such things as salaries, utilities and day-to-day operations.
- Debt Rate:** The debt rate includes the debt service necessary to pay the taxing unit's debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

The voter-approval tax rate for a county is the sum of the voter-approval tax rates calculated for each type of tax the county levies. In most cases the voter-approval tax rate exceeds the no-new-revenue tax rate, but occasionally decreases in a taxing unit's debt service will cause the NNR tax rate to be higher than the voter-approval tax rate.

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
28.	<b>Prior year M&amp;O tax rate.</b> Enter the prior year M&O tax rate.	\$ 0.4402 /\$100
29.	<b>Prior year taxable value, adjusted for actual and potential court-ordered adjustments.</b> Enter the amount in Line 8 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 5,426,306,301

¹³ Tex. Tax Code §26.01(c) and (d)

¹⁴ Tex. Tax Code §26.01(c)

¹⁵ Tex. Tax Code §26.01(d)

¹⁶ Tex. Tax Code §26.012(6)(B)

¹⁷ Tex. Tax Code §26.012(6)

¹⁸ Tex. Tax Code §26.012(17)

¹⁹ Tex. Tax Code §26.012(17)

²⁰ Tex. Tax Code §26.04(c)

²¹ Tex. Tax Code §26.04(d)

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
30.	<b>Total prior year M&amp;O levy.</b> Multiply Line 28 by Line 29 and divide by \$100	\$ 23,886,600
31.	<b>Adjusted prior year levy for calculating NNR M&amp;O rate.</b> <b>A. M&amp;O taxes refunded for years preceding the prior tax year.</b> Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2023. This line applies only to tax years preceding the prior tax year..... + \$ 41,407 <b>B. Prior year taxes in TIF.</b> Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no current year captured appraised value in Line 18D, enter 0..... – \$ 830,150 <b>C. Prior year transferred function.</b> If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in D below. The taxing unit receiving the function will add this amount in D below. Other taxing units enter 0. .... +/- \$ 0 <b>D. Prior year M&amp;O levy adjustments.</b> Subtract B from A. For taxing unit with C, subtract if discontinuing function and add if receiving function..... \$ -788,743 <b>E. Add Line 30 to 31D.</b>	\$ 23,097,857
32.	<b>Adjusted current year taxable value.</b> Enter the amount in Line 25 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 5,259,882,079
33.	<b>Current year NNR M&amp;O rate (unadjusted).</b> Divide Line 31E by Line 32 and multiply by \$100.	\$ 0.4391 /\$100
34.	<b>Rate adjustment for state criminal justice mandate.</b> ²³ <b>A. Current year state criminal justice mandate.</b> Enter the amount spent by a county in the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. \$ 0 <b>B. Prior year state criminal justice mandate.</b> Enter the amount spent by a county in the 12 months prior to the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. Enter zero if this is the first time the mandate applies..... – \$ 0 <b>C. Subtract B from A and divide by Line 32 and multiply by \$100.....</b> \$ 0.0000 /\$100 <b>D. Enter the rate calculated in C. If not applicable, enter 0.</b>	\$ 0.0000 /\$100
35.	<b>Rate adjustment for indigent health care expenditures.</b> ²⁴ <b>A. Current year indigent health care expenditures.</b> Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year, less any state assistance received for the same purpose. \$ 0 <b>B. Prior year indigent health care expenditures.</b> Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2022 and ending on June 30, 2023, less any state assistance received for the same purpose..... – \$ 0 <b>C. Subtract B from A and divide by Line 32 and multiply by \$100.....</b> \$ 0.0000 /\$100 <b>D. Enter the rate calculated in C. If not applicable, enter 0.</b>	\$ 0.0000 /\$100

²² [Reserved for expansion]²³ Tex. Tax Code §26.044²⁴ Tex. Tax Code §26.0441

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
36.	<b>Rate adjustment for county indigent defense compensation.</b> ²⁵ <b>A. Current year indigent defense compensation expenditures.</b> Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year, less any state grants received by the county for the same purpose. . . . . \$ 0 <b>B. Prior year indigent defense compensation expenditures.</b> Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2022 and ending on June 30, 2023, less any state grants received by the county for the same purpose. . . . . \$ 0 <b>C.</b> Subtract B from A and divide by Line 32 and multiply by \$100. . . . . \$ 0.0000 /\$100 <b>D.</b> Multiply B by 0.05 and divide by Line 32 and multiply by \$100. . . . . \$ 0.0000 /\$100 <b>E.</b> Enter the lesser of C and D. If not applicable, enter 0.	\$ 0.0000 /\$100
37.	<b>Rate adjustment for county hospital expenditures.</b> ²⁶ <b>A. Current year eligible county hospital expenditures.</b> Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year. . . . . \$ 0 <b>B. Prior year eligible county hospital expenditures.</b> Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2022 and ending on June 30, 2023. . . . . \$ 0 <b>C.</b> Subtract B from A and divide by Line 32 and multiply by \$100. . . . . \$ 0.0000 /\$100 <b>D.</b> Multiply B by 0.08 and divide by Line 32 and multiply by \$100. . . . . \$ 0.0000 /\$100 <b>E.</b> Enter the lesser of C and D, if applicable. If not applicable, enter 0.	\$ 0.0000 /\$100
38.	<b>Rate adjustment for defunding municipality.</b> This adjustment only applies to a municipality that is considered to be a defunding municipality for the current tax year under Chapter 109, Local Government Code. Chapter 109, Local Government Code only applies to municipalities with a population of more than 250,000 and includes a written determination by the Office of the Governor. See Tax Code Section 26.0444 for more information. <b>A. Amount appropriated for public safety in the prior year.</b> Enter the amount of money appropriated for public safety in the budget adopted by the municipality for the preceding fiscal year . . . . . \$ 0 <b>B. Expenditures for public safety in the prior year.</b> Enter the amount of money spent by the municipality for public safety during the preceding fiscal year. . . . . \$ 0 <b>C.</b> Subtract B from A and divide by Line 32 and multiply by \$100 . . . . . \$ 0.0000 /\$100 <b>D.</b> Enter the rate calculated in C. If not applicable, enter 0.	\$ 0.0000 /\$100
39.	<b>Adjusted current year NNR M&amp;O rate.</b> Add Lines 33, 34D, 35D, 36E, and 37E. Subtract Line 38D.	\$ 0.4391 /\$100
40.	<b>Adjustment for prior year sales tax specifically to reduce property taxes.</b> Cities, counties and hospital districts that collected and spent additional sales tax on M&O expenses in the prior year should complete this line. These entities will deduct the sales tax gain rate for the current year in Section 3. Other taxing units, enter zero. <b>A.</b> Enter the amount of additional sales tax collected and spent on M&O expenses in the prior year, if any. Counties must exclude any amount that was spent for economic development grants from the amount of sales tax spent . . . . . \$ 0 <b>B.</b> Divide Line 40A by Line 32 and multiply by \$100 . . . . . \$ 0.0000 /\$100 <b>C.</b> Add Line 40B to Line 39.	\$ 0.4391 /\$100
41.	<b>Current year voter-approval M&amp;O rate.</b> Enter the rate as calculated by the appropriate scenario below. <b>Special Taxing Unit.</b> If the taxing unit qualifies as a special taxing unit, multiply Line 40C by 1.08. <b>- or -</b> <b>Other Taxing Unit.</b> If the taxing unit does not qualify as a special taxing unit, multiply Line 40C by 1.035.	\$ 0.4544 /\$100

²⁵ Tex. Tax Code §26.0442²⁶ Tex. Tax Code §26.0443

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
D41.	<b>Disaster Line 41 (D41): Current year voter-approval M&amp;O rate for taxing unit affected by disaster declaration.</b> If the taxing unit is located in an area declared a disaster area and at least one person is granted an exemption under Tax Code Section 11.35 for property located in the taxing unit, the governing body may direct the person calculating the voter-approval tax rate to calculate in the manner provided for a special taxing unit. The taxing unit shall continue to calculate the voter-approval tax rate in this manner until the earlier of 1) the first year in which total taxable value on the certified appraisal roll exceeds the total taxable value of the tax year in which the disaster occurred, or 2) the third tax year after the tax year in which the disaster occurred  If the taxing unit qualifies under this scenario, multiply Line 40C by 1.08. ²⁷ If the taxing unit does not qualify, do not complete Disaster Line 41 (Line D41).	\$ 0.0000 /\$100
42.	<b>Total current year debt to be paid with property taxes and additional sales tax revenue.</b> Debt means the interest and principal that will be paid on debts that: (1) are paid by property taxes, (2) are secured by property taxes, (3) are scheduled for payment over a period longer than one year, and (4) are not classified in the taxing unit's budget as M&O expenses.  <b>A. Debt</b> also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2021, verify if it meets the amended definition of debt before including it here. ²⁸  Enter debt amount ..... \$ 12,917,051 <b>B. Subtract unencumbered fund amount</b> used to reduce total debt. .... - \$ 1,407,000 <b>C. Subtract certified amount spent from sales tax to reduce debt</b> (enter zero if none) ..... - \$ 0 <b>D. Subtract amount paid</b> from other resources ..... - \$ 0 <b>E. Adjusted debt.</b> Subtract B, C and D from A.	\$ 11,510,051
43.	<b>Certified prior year excess debt collections.</b> Enter the amount certified by the collector. ²⁹	\$ 505,878
44.	<b>Adjusted current year debt.</b> Subtract Line 43 from Line 42E.	\$ 11,004,173
45.	<b>Current year anticipated collection rate.</b> <b>A.</b> Enter the current year anticipated collection rate certified by the collector. ³⁰ ..... 105.00 % <b>B.</b> Enter the prior year actual collection rate..... 105.00 % <b>C.</b> Enter the 2022 actual collection rate. .... 105.00 % <b>D.</b> Enter the 2021 actual collection rate. .... 105.00 % <b>E.</b> If the anticipated collection rate in A is lower than actual collection rates in B, C and D, enter the lowest collection rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%. ³¹	105.00 %
46.	<b>Current year debt adjusted for collections.</b> Divide Line 44 by Line 45E.	\$ 10,480,164
47.	<b>Current year total taxable value.</b> Enter the amount on Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 5,449,777,686
48.	<b>Current year debt rate.</b> Divide Line 46 by Line 47 and multiply by \$100.	\$ 0.1923 /\$100
49.	<b>Current year voter-approval tax rate.</b> Add Lines 41 and 48.	\$ 0.6467 /\$100
D49.	<b>Disaster Line 49 (D49): Current year voter-approval tax rate for taxing unit affected by disaster declaration.</b> Complete this line if the taxing unit calculated the voter-approval tax rate in the manner provided for a special taxing unit on Line D41. Add Line D41 and 48.	\$ 0.0000 /\$100

²⁷ Tex. Tax Code §26.042(a)²⁸ Tex. Tax Code §26.012(7)²⁹ Tex. Tax Code §26.012(10) and 26.04(b)³⁰ Tex. Tax Code §26.04(b)³¹ Tex. Tax Code §§26.04(h), (h-1) and (h-2)



Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
50.	<b>COUNTIES ONLY.</b> Add together the voter-approval tax rates for each type of tax the county levies. The total is the current year county voter-approval tax rate.	\$ 0.0000 /\$100

### SECTION 3: NNR Tax Rate and Voter-Approval Tax Rate Adjustments for Additional Sales Tax to Reduce Property Taxes

Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its NNR and voter-approval tax rates to offset the expected sales tax revenue.

This section should only be completed by a county, city or hospital district that is required to adjust its NNR tax rate and/or voter-approval tax rate because it adopted the additional sales tax.

Line	Additional Sales and Use Tax Worksheet	Amount/Rate
51.	<b>Taxable Sales.</b> For taxing units that adopted the sales tax in November of the prior tax year or May of the current tax year, enter the Comptroller's estimate of taxable sales for the previous four quarters. ³² Estimates of taxable sales may be obtained through the Comptroller's Allocation Historical Summary webpage. Taxing units that adopted the sales tax before November of the prior year, enter 0.	\$ 0
52.	<b>Estimated sales tax revenue.</b> Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. ³³  <b>Taxing units that adopted the sales tax in November of the prior tax year or in May of the current tax year.</b> Multiply the amount on Line 51 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95. ³⁴ <b>- or -</b> <b>Taxing units that adopted the sales tax before November of the prior year.</b> Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	\$ 0
53.	<b>Current year total taxable value.</b> Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 5,449,777,686
54.	<b>Sales tax adjustment rate.</b> Divide Line 52 by Line 53 and multiply by \$100.	\$ 0.0000 /\$100
55.	<b>Current year NNR tax rate, unadjusted for sales tax.</b> ³⁵ Enter the rate from Line 26 or 27, as applicable, on the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 0.6239 /\$100
56.	<b>Current year NNR tax rate, adjusted for sales tax.</b> <b>Taxing units that adopted the sales tax in November the prior tax year or in May of the current tax year.</b> Subtract Line 54 from Line 55. Skip to Line 57 if you adopted the additional sales tax before November of the prior tax year.	\$ 0.6239 /\$100
57.	<b>Current year voter-approval tax rate, unadjusted for sales tax.</b> ³⁶ Enter the rate from Line 49, Line D49 (disaster) or Line 50 (counties) as applicable, of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ 0.6467 /\$100
58.	<b>Current year voter-approval tax rate, adjusted for sales tax.</b> Subtract Line 54 from Line 57.	\$ 0.6467 /\$100

### SECTION 4: Voter-Approval Tax Rate Adjustment for Pollution Control

A taxing unit may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
59.	<b>Certified expenses from the Texas Commission on Environmental Quality (TCEQ).</b> Enter the amount certified in the determination letter from TCEQ. ³⁷ The taxing unit shall provide its tax assessor-collector with a copy of the letter. ³⁸	\$ 0
60.	<b>Current year total taxable value.</b> Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 5,449,777,686
61.	<b>Additional rate for pollution control.</b> Divide Line 59 by Line 60 and multiply by \$100.	\$ 0.0000 /\$100

³² Tex. Tax Code §26.041(d)

³³ Tex. Tax Code §26.041(i)

³⁴ Tex. Tax Code §26.041(d)

³⁵ Tex. Tax Code §26.04(c)

³⁶ Tex. Tax Code §26.04(c)

³⁷ Tex. Tax Code §26.045(d)

³⁸ Tex. Tax Code §26.045(i)

Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
62.	<b>Current year voter-approval tax rate, adjusted for pollution control.</b> Add Line 61 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties) or Line 58 (taxing units with the additional sales tax).	\$ 0.6467 /\$100

### SECTION 5: Voter-Approval Tax Rate Adjustment for Unused Increment Rate

The unused increment rate is the rate equal to the sum of the prior 3 years Foregone Revenue Amounts divided by the current taxable value. ³⁹ The Foregone Revenue Amount for each year is equal to that year's adopted tax rate subtracted from that year's voter-approval tax rate adjusted to remove the unused increment rate multiplied by that year's current total value. ⁴⁰ In a year where a taxing unit adopts a rate by applying any portion of the unused increment rate, the portion of the unused increment rate that was used must be backed out of the calculation for that year.

The difference between the adopted tax rate and adjusted voter-approval tax rate is considered zero in the following scenarios:

- a tax year in which a taxing unit affected by a disaster declaration calculates the tax rate under Tax Code Section 26.042; ⁴¹
- a tax year in which the municipality is a defunding municipality, as defined by Tax Code Section 26.0501(a); ⁴² or
- after Jan. 1, 2022, a tax year in which the comptroller determines that the county implemented a budget reduction or reallocation described by Local Government Code Section 120.002(a) without the required voter approval. ⁴³

Individual components can be negative, but the overall rate will be the greater of zero or the calculated rate.

This section should only be completed by a taxing unit that does not meet the definition of a special taxing unit. ⁴⁴

Line	Unused Increment Rate Worksheet	Amount/Rate
63.	<b>Year 3 Foregone Revenue Amount. Subtract the 2023 unused increment rate and 2023 actual tax rate from the 2023 voter-approval tax rate. Multiply the result by the 2023 current total value</b> A. Voter-approval tax rate (Line 67) ..... B. Unused increment rate (Line 66) ..... C. Subtract B from A ..... D. Adopted Tax Rate ..... E. Subtract D from C ..... F. 2023 Total Taxable Value (Line 60) ..... G. Multiply E by F and divide the results by \$100 .....	\$ 0.6724 /\$100 \$ 0.0399 /\$100 \$ 0.6325 /\$100 \$ 0.6325 /\$100 \$ 0.0000 /\$100 \$ 5.144,004.660 \$ 0
64.	<b>Year 2 Foregone Revenue Amount. Subtract the 2022 unused increment rate and 2022 actual tax rate from the 2022 voter-approval tax rate. Multiply the result by the 2022 current total value</b> A. Voter-approval tax rate (Line 67) ..... B. Unused increment rate (Line 66) ..... C. Subtract B from A ..... D. Adopted Tax Rate ..... E. Subtract D from C ..... F. 2022 Total Taxable Value (Line 60) ..... G. Multiply E by F and divide the results by \$100 .....	\$ 0.6971 /\$100 \$ 0.0339 /\$100 \$ 0.6632 /\$100 \$ 0.6572 /\$100 \$ 0.0060 /\$100 \$ 4.433,184.219 \$ 265.991
65.	<b>Year 1 Foregone Revenue Amount. Subtract the 2021 unused increment rate and 2021 actual tax rate from the 2021 voter-approval tax rate. Multiply the result by the 2021 current total value</b> A. Voter-approval tax rate (Line 67) ..... B. Unused increment rate (Line 66) ..... C. Subtract B from A ..... D. Adopted Tax Rate ..... E. Subtract D from C ..... F. 2021 Total Taxable Value (Line 60) ..... G. Multiply E by F and divide the results by \$100 .....	\$ 0.7198 /\$100 \$ 0.0181 /\$100 \$ 0.7017 /\$100 \$ 0.6859 /\$100 \$ 0.0158 /\$100 \$ 3.865,654.867 \$ 610,773
66.	<b>Total Foregone Revenue Amount.</b> Add Lines 63G, 64G and 65G	\$ 876,764 /\$100
67.	<b>2024 Unused Increment Rate.</b> Divide Line 66 by Line 21 of the <i>No-New-Revenue Rate Worksheet</i> . Multiply the result by 100	\$ 0.0160 /\$100
68.	<b>Total 2024 voter-approval tax rate, including the unused increment rate.</b> Add Line 67 to one of the following lines (as applicable): Line 49, Line 50 (counties), Line 58 (taxing units with additional sales tax) or Line 62 (taxing units with pollution)	\$ 0.6627 /\$100

³⁹ Tex. Tax Code §26.013(b)

⁴⁰ Tex. Tax Code §26.013(a)(1-a), (1-b), and (2)

⁴¹ Tex. Tax Code §§26.04(c)(2)(A) and 26.042(a)

⁴² Tex. Tax Code §§26.0501(a) and (c)

⁴³ Tex. Local Gov't Code §120.007(d)

⁴⁴ Tex. Local Gov't Code §120.007(d)

**SECTION 6: De Minimis Rate**

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate, the rate that will raise \$500,000, and the current debt rate for a taxing unit.⁴⁴ This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit.⁴⁵

Line	De Minimis Rate Worksheet	Amount/Rate
69.	<b>Adjusted current year NNR M&amp;O tax rate.</b> Enter the rate from Line 39 of the <i>Voter-Approval Tax Rate Worksheet</i> .	0.4391
70.	<b>Current year total taxable value.</b> Enter the amount on Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 5,449,777,686
71.	<b>Rate necessary to impose \$500,000 in taxes.</b> Divide \$500,000 by Line 70 and multiply by \$100.	\$ 0.0091 /\$100
72.	<b>Current year debt rate.</b> Enter the rate from Line 48 of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ 0.1923 /\$100
73.	<b>De minimis rate.</b> Add Lines 69, 71 and 72.	\$ 0.0000 /\$100

**SECTION 7: Voter-Approval Tax Rate Adjustment for Emergency Revenue Rate**

In the tax year after the end of the disaster calculation time period detailed in Tax Code Section 26.042(a), a taxing unit that calculated its voter-approval tax rate in the manner provided for a special taxing unit due to a disaster must calculate its emergency revenue rate and reduce its voter-approval tax rate for that year.⁴⁶

Similarly, if a taxing unit adopted a tax rate that exceeded its voter-approval tax rate, calculated normally, without holding an election to respond to a disaster, as allowed by Tax Code Section 26.042(d), in the prior year, it must also reduce its voter-approval tax rate for the current tax year.⁴⁹

This section will apply to a taxing unit other than a special taxing unit that:

- directed the designated officer or employee to calculate the voter-approval tax rate of the taxing unit in the manner provided for a special taxing unit in the prior year; and
- the current year is the first tax year in which the total taxable value of property taxable by the taxing unit as shown on the appraisal roll for the taxing unit submitted by the assessor for the taxing unit to the governing body exceeds the total taxable value of property taxable by the taxing unit on January 1 of the tax year in which the disaster occurred or the disaster occurred four years ago. This section will apply to a taxing unit in a disaster area that adopted a tax rate greater than its voter-approval tax rate without holding an election in the prior year.

Note: This section does not apply if a taxing unit is continuing to calculate its voter-approval tax rate in the manner provided for a special taxing unit because it is still within the disaster calculation time period detailed in Tax Code Section 26.042(a) because it has not met the conditions in Tax Code Section 26.042(a)(1) or (2).

Line	Emergency Revenue Rate Worksheet	Amount/Rate
74.	<b>2023 adopted tax rate.</b> Enter the rate in Line 4 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 0.6325 /\$100
75.	<b>Adjusted 2023 voter-approval tax rate.</b> Use the taxing unit's Tax Rate Calculation Worksheets from the prior year(s) to complete this line. If a disaster occurred in 2023 and the taxing unit calculated its 2023 voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) of the 2023 worksheet due to a disaster, complete the applicable sections or lines of <i>Form 50-856-a, Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet</i> . - or - If a disaster occurred prior to 2023 for which the taxing unit continued to calculate its voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) in 2023, complete form 50-856-a, <i>Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet</i> to recalculate the voter-approval tax rate the taxing unit would have calculated in 2023 if it had generated revenue based on an adopted tax rate using a multiplier of 1.035 in the years following the disaster. ⁵⁰ Enter the final adjusted 2023 voter-approval tax rate from the worksheet. - or - If the taxing unit adopted a tax rate above the 2023 voter-approval tax rate without calculating a disaster tax rate or holding an election due to a disaster, no recalculation is necessary. Enter the voter-approval tax rate from the prior year's worksheet.	\$ 0.0000 /\$100
76.	<b>Increase in 2023 tax rate due to disaster.</b> Subtract Line 75 from Line 74.	\$ 0.0000 /\$100
77.	<b>Adjusted 2023 taxable value.</b> Enter the amount in Line 14 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 5,179,861,853
78.	<b>Emergency revenue.</b> Multiply Line 76 by Line 77 and divide by \$100.	\$ 0
79.	<b>Adjusted 2023 taxable value.</b> Enter the amount in Line 25 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 5,259,882,079
80.	<b>Emergency revenue rate.</b> Divide Line 78 by Line 79 and multiply by \$100. ⁵¹	\$ 0.0000 /\$100

⁴⁵ Tex. Tax Code §26.04(c)(2)(B)

⁴⁶ Tex. Tax Code §26.012(8-a)

⁴⁷ Tex. Tax Code §26.063(a)(1)

⁴⁸ Tex. Tax Code §26.042(b)

⁴⁹ Tex. Tax Code §26.042(f)

⁵⁰ Tex. Tax Code §26.42(c)

⁵¹ Tex. Tax Code §26.42(b)

Line	Emergency Revenue Rate Worksheet	Amount/Rate
81.	<b>Current year voter-approval tax rate, adjusted for emergency revenue.</b> Subtract Line 80 from one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax), Line 62 (taxing units with pollution control) or Line 68 (taxing units with the unused increment rate).	\$ 0.6627 /\$100

### SECTION 8: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

**No-new-revenue tax rate.** ..... \$ 0.6239 /\$100  
 As applicable, enter the current year NNR tax rate from: Line 26, Line 27 (counties), or Line 56 (adjusted for sales tax).  
 Indicate the line number used: 26

**Voter-approval tax rate.** ..... \$ 0.6627 /\$100  
 As applicable, enter the current year voter-approval tax rate from: Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (adjusted for sales tax), Line 62 (adjusted for pollution control), Line 68 (adjusted for unused increment), or Line 81 (adjusted for emergency revenue).  
 Indicate the line number used: 68

**De minimis rate.** ..... \$ 0.0000 /\$100  
 If applicable, enter the current year de minimis rate from Line 73.

### SECTION 9: Taxing Unit Representative Name and Signature

Enter the name of the person preparing the tax rate as authorized by the governing body of the taxing unit. By signing below, you certify that you are the designated officer or employee of the taxing unit and have accurately calculated the tax rates using values that are the same as the values shown in the taxing unit's certified appraisal roll or certified estimate of taxable value, in accordance with requirements in the Tax Code.⁵²

**print  
here** ➔

Scott Porter, TAC

Printed Name of Taxing Unit Representative

**sign  
here** ➔

Taxing Unit Representative

Date

⁵² Tex. Tax Code §§26.04(c-2) and (d-2)

Reset

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