CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, MAY 3, 2021
5:00 P.M.

A. 1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN

A. 2. PLEDGE OF ALLEGIANCE LED BY COUNCIL MEMBER SHAWN TEAMANN

A. 3. INVOCATION BY COUNCIL MEMBER SHAWN TEAMANN

Proclamations

B. 1. PROCLAMATION
"Mental Health Awareness Month" – May 2021

Citizen Comments

C. 1. CITIZEN COMMENTS
During this meeting, the City Council welcomes public comment **only** on agenda items listed under the Open Meeting portion of the agenda, in accordance with Texas Government Code Section 551.007. For items not listed on the agenda, those matters may be discussed with City staff during regular business hours, or with the Mayor or any Council member by contacting them at times other than at City Council meetings.

Public Hearing

D. 1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6377
Accepting and Approving a Service and Assessment Plan and a Phase #1 Assessment Roll for the Bel Air Village Public Improvement District; Making a Finding of Special Benefit to the Property in Phase #1 of The District; Levying Special Assessments Against Property Phase #1 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

Close Public Hearing and Consider Adoption of Ordinances

D. 2. ADOPTION OF ORDINANCES
Consider Adoption of Ordinance Number 6377.

Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code

Resolutions

E. 1. **RESOLUTION NO. 6736**
Finding That Oncor Electric Delivery Company LLC's Application For Approval to Amend Its Distribution Cost Recovery Factor to Increase Distribution Rates Within The City Should Be Denied; Authorizing Participation with OCSC; Authorizing The Hiring of Legal Counsel

E. 2. **RESOLUTION NO. 6737**
Authorizing Execution of Certain Documents in Connection With The Bel Air Village Public Improvement District, including, without Limitation, that Certain Landowner Agreement and Bel Air Village Public Improvement District Phase #1 Reimbursement Agreement

Other Business

F. 1. **OTHER BUSINESS**
Receive Presentation from Rob Rae, Director of Development Services Regarding General Zoning Ordinance Updates

F. 2. **OTHER BUSINESS**
Consider Request of True Options Pregnancy Center to Temporarily Close Certain Streets for the Sixth Annual "Turkey Trot 5K & Fun Run" on Saturday, November 20, 2021

G. **MEDIA QUESTIONS**

Consider Board/Commission Appointments

H. 1. **APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS**
(a) Parks and Recreation Advisory Board (2)

H. 2. **APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS**
(a) Library Board (2)

I. **COUNCIL COMMENTS**

Executive Session

EXECUTIVE SESSION
In accordance with the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, the City Council may hold an Executive Session if the discussion of any of the items identified in this agenda, or any of the items identified below, concern one or more of the following:

Tex. Gov't Code § 551.071	Seeking the advice of its attorney about pending or contemplated litigation, settlement offers or any matter in which the duty of the attorney to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act.
Tex. Gov't Code § 551.072	Deliberating the purchase, exchange, lease or value of real property if deliberation in an Open Meeting would have a detrimental effect on the position of the City in negotiations with a third person.
Tex. Gov't Code § 551.073	Deliberating a negotiated contract for a prospective gift or donation to the City if deliberation in an Open Meeting would have a detrimental effect on the position of the City in negotiations with a third person.
Tex. Gov't Code § 551.074	Deliberating the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee unless the officer or employee who is the subject of the deliberation or hearing requests a public hearing. (a) Planning and Zoning Commission (1)
Tex. Gov't Code § 551.076	Deliberating the deployment, or specific occasions for implementation, of security personnel or devices or a security audit.
Tex. Gov't Code § 551.087	Discussing or deliberating commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay or expand in or near the City and with which the City is conducting economic development negotiations; or deliberating the offer of a financial or other incentive to a business prospect.
Tex. Gov't Code § 551.089	Deliberating security assessments or deployments relating to information resources technology, network security information, or the deployment or specific occasions for implementation of security personnel, critical infrastructure or security devices.

The Council reconvenes into General Session

K. 1. OPEN MEETING

Reconvene into Open Meeting and Consider Action, if any, on items discussed in Executive Session

L. ADJOURNMENT

COUNCIL CALENDAR

CERTIFICATION

I, the undersigned authority, do hereby certify that the above Notice of Regular Meeting of the City Council of the City of Sherman is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the bulletin board at City Hall of said City of Sherman, Texas, a place convenient to the public, and said notice was posted on April 30, 2021 at 4:00 p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 30th day of April, 2021.
City of Sherman, Texas

_____
City Clerk

The above agenda schedule represents an estimate of the order for the indicated items and is subject to change at any time.

All agenda items are subject to final action by the City Council.

An unscheduled closed executive session may be held if the discussion of any of the above agenda items concerns the purchase, exchange, lease or value of real property; the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee; the deployment or use of security personnel or equipment; or requires consultations with the City Attorney.

At the discretion of the City Council, non-agenda items under the headings of "Citizens Requests", "Media Questions", and "Council Concerns" may be presented to the Council for informational purposes; however, by law, the Council shall not discuss, deliberate, or vote upon such matters except that a statement of specific factual information, a recitation of existing policy, and deliberations concerning the placing of the subject on a subsequent agenda may take place.

The City Attorney has approved the Executive Session items on this agenda.

PERSONS WITH DISABILITIES, WHO PLAN TO ATTEND THIS MEETING AND WHO MAY NEED ASSISTANCE, ARE REQUESTED TO CONTACT LINDA ASHBY AT (903) 892-7204, TWO (2) WORKING DAYS PRIOR TO THE MEETING SO THAT APPROPRIATE ARRANGEMENTS CAN BE MADE.

Mayor	Deputy Mayor	Council Members	
David Plyler	Daron Holland	Willie Steele, Council-At-Large, PL #1	Josh Stevenson, Council – District #2
		Sandra Melton, Council-At-Large, PL #2	Pamela L. Howeth, Council – District #3
		Shawn C. Teamann, Council – District #1	Daron Holland, Council – District #4

Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **B. 1.**

Meeting Date: 05/03/2021
Prepared By: Linda Ashby, City Clerk
Approved By: Robby Hefton, City Manager

Caption:

PROCLAMATION
"Mental Health Awareness Month" – May 2021

Issue:

To present a proclamation designating May 2021 as "Mental Health Awareness Month" in Sherman

Background:

For many years, May has been designated as "National Mental Health Awareness Month" to raise awareness of mental health issues and to encourage early, effective treatment and appropriate, accessible services to all people.

Origination:

The request originated with Council Member Shawn Teamann.

Financial Consideration:

There is no financial consideration.

Staff Recommendation:

It is recommended that the City Council present a proclamation designating May 2021 as "Mental Health Awareness Month" in Sherman.

Alternatives:

The Council could choose not to present the proclamation.

Attachments

Mental Health Awareness Month Proclamation

Sherman
CLASSIC TOWN. BROAD HORIZON

Proclamation

WHEREAS, mental health is an essential part of overall individual health and it is vital that every individual, family and organization in the community understand its importance, and

WHEREAS, it is essential to eliminate disparities in mental health treatment by promoting well-being for all, regardless of race, ethnicity, gender, language, place of residence, age or financial ability; and to ensure equity of access, delivery of services and improvement of outcomes, and

WHEREAS, every individual must have the opportunity for and the access to early and appropriate mental health screening assessment and referral to quality treatment, and

WHEREAS, it is important to conduct such screening, assessment and referral in our local criminal justice systems, our private and community mental health, substance use and primary care settings, and

WHEREAS, adults and children with mental illness must have ready access to the best treatments, services and supports leading to recovery; and a diverse and quality mental health workforce is essential to these services, and

WHEREAS, the State of Texas designated **Texoma Community Center** as the **Local Mental Health Authority**, intended to be a vital component and strategic partner to all stakeholders and service providers who make up the local continuum of behavioral health services in the Texoma region, and

WHEREAS, the **Texoma Health Foundation** partners with the Meadows Foundation to support the **Meadows Mental Health Policy Institute** across the State of Texas, and

WHEREAS, the **Texoma Behavioral Health Leadership Team**, formed in 2017, brings together local community stakeholders from many agencies and many areas of education, healthcare, business, government, law enforcement, judiciary, non-profit management, mental health, non-profit funding and family advocacy to collaborate toward much needed local solutions to concerns such as Access to Care, Jail Diversion, Stigma Reduction and Equitable Funding, and

WHEREAS, all of these Texoma area community partners support the implementation of the "**OKAY TO SAY**" initiative, to reduce mental health stigma in North Texas communities and institutions.

NOW THEREFORE, I, David Plyler, Mayor of the City of Sherman, Texas, by the authority vested in me, do hereby proclaim May 2021

MENTAL HEALTH AWARENESS MONTH

in the City of Sherman and urge all citizens, individually and collectively to take steps to learn about mental health and get involved in the local dialog and collaborations happening here in the Texoma community around mental health issues, as this is needed in order to affect improved outcomes and attitudes; and let our call to arms be . . . *The improved life of, but one, is a win for all.*

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Sherman to be affixed, this the 3rd day of May, 2021.

Mayor

ATTEST:

Erica Ashby
City Clerk

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **D. 1.**

Meeting Date: 05/03/2021

Prepared By: Teri Fine, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6377

Accepting and Approving a Service and Assessment Plan and a Phase #1 Assessment Roll for the Bel Air Village Public Improvement District; Making a Finding of Special Benefit to the Property in Phase #1 of The District; Levying Special Assessments Against Property Phase #1 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

Issue:

To accept and approve a service and assessment plan, a Phase #1 assessment roll for the Bel Air Village Public Improvement District (PID), and to levy property tax assessment against properties within the PID #1 District.

Background:

On March 15, 2021, the City Council of the City of Sherman approved Resolution No. 6711, authorizing, establishing and creating the Bel Air Village Public Improvement District (PID). On April 19, 2021 the Council reviewed and accepted the preliminary Service and Assessment Plan for the PID by Resolution. The property within the district is being developed in phases, the first phase of which includes approximately 58.53 acres, and 327 single-family residential lots.

This PID will be the primary financing mechanism for the estimated $9.1 million in Phase 1 PID public improvements paid for by the Developer. The PID assessments associated with Phase 1 improvements will total about $7.2 million, with the balance of $1.9 million being paid directly by the Developer. These development costs relate to roads, water and sewer utilities, drainage, sidewalks, landscaping, etc. The PID assessments, which are enacted through adoption of this Ordinance, will be applied to future property owners within the district at a rate proportional to the lots sizes as lots are sold.

As mentioned at the April 19th Council meeting, there will be certain public improvements that the City will be responsible for that are not part of this PID assessment, namely Bel Air Boulevard, some improvements along FM1417, and a 20" water line installation along FM1417. These improvements were contemplated in the recently approved Master Development Agreement, which was amended as a separate agenda item on the April 19th agenda. The estimated cost of those City improvements is about $2.0 million.

Origination:

City Manager's Office

Financial Consideration:

The City determined the estimated total costs of certain public improvements for the benefit of the property within Phase 1 District Improvements and to be financed by the District is $9,060,054, of which about $7.2 million is expected to be collected through the PID Assessments.

Staff Recommendation:

Staff recommends approval of this Ordinance.

Alternatives:

As directed by the City Council

Attachments

Ordinance No. 6377

Exhibit A: Service and Assessment Plan

Legal Notice

CITY OF SHERMAN, TEXAS

ORDINANCE NO. 6377

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN ACCEPTING AND APPROVING A SERVICE AND ASSESSMENT PLAN AND A PHASE #1 ASSESSMENT ROLL FOR THE BEL AIR VILLAGE PUBLIC IMPROVEMENT DISTRICT; MAKING A FINDING OF SPECIAL BENEFIT TO THE PROPERTY IN PHASE #1 OF THE DISTRICT; LEVYING SPECIAL ASSESSMENTS AGAINST PROPERTY PHASE #1 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 Clerk (the "City Clerk") of the City of Sherman, 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 Bel Air Village Public Improvement District (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 Grayson County 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 March 15, 2021, 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 No. 6711 (the "Authorization Resolution") 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; 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 Clerk within 20 days after publication of the Authorization Resolution; and

WHEREAS, on April 19, 2021, the City Council adopted a resolution approving a preliminary service and assessment plan update, determining the total costs of the Phase #1 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 #1 (as defined in the Service and Assessment Plan) of the District (the "Phase #1 Assessments"), authorizing and directing the filing of a proposed assessment roll for Phase #1 of the District (the "Phase #1 Assessment Roll"), authorizing and directing the publication of notice of a public hearing to consider the levying of the Phase #1 Assessments against the property within Phase #1 of the District (the "Levy and Assessment Hearing") in a newspaper of general circulation in the City, and directing related action; and

WHEREAS, on April 19, 2021, the City Clerk filed the Phase #1 Assessment Roll and made the same available for public inspection; and

WHEREAS, the City Clerk, pursuant to Section 372.016(b) of the PID Act, published notice of the Levy and Assessment Hearing on April 21, 2021 in the *Herald Democrat*, a newspaper of general circulation in the City; and

WHEREAS, the City Clerk, 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 #1 Assessments; and

WHEREAS, the City Council opened the Levy and Assessment Hearing on May 3, 2021, 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 #1 Assessment Roll, and the proposed Phase #1 Assessments, and to offer testimony pertinent to any issue presented on the amount of the Phase #1 Assessments, the allocation of costs of the Phase #1 Improvements, the purposes of the Phase #1 Assessments, the special benefits of the Phase #1 Improvements, and the penalties and interest on annual installments and on delinquent annual installments of the Phase #1 Assessments; and

WHEREAS, the City Council finds and determines that the Phase #1 Assessment Roll and the Bel Air Village Public Improvement District Service and Assessment Plan, dated May 3, 2021

(the "Service and Assessment Plan"), in a form substantially similar to ***Exhibit A*** attached hereto and incorporated herein, which final form shall be approved by the City Manager and the City's land use attorney, and which is incorporated herein for all purposes, should be approved and that the Phase #1 Assessments should be levied as provided in this Ordinance and the Service and Assessment Plan and the Phase #1 Assessment Roll attached thereto as Appendix E; and

WHEREAS, the City Council further finds that there were no written objections or evidence submitted to the City Clerk in opposition to the Service and Assessment Plan, the allocation of costs of the Phase #1 Improvements, the Phase #1 Assessment Roll, or the levy of the Phase #1 Assessments; 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 RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, 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 #1 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 #1 of the District will receive from the construction of the Phase #1 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 #1 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 #1 Improvements to be assessed against the property in Phase #1 of the District and such

apportionment is made on the basis of special benefits accruing to the property because of the Phase #1 Improvements;

(d) All of the real property in Phase #1 of the District which is being assessed in the amounts shown in the Phase #1 Assessment Roll will be benefited by the Phase #1 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 #1 Assessments and will receive special benefits during the term of the Phase #1 Assessments equal to or greater than the total amount assessed;

(e) The method of apportionment of the costs of the Phase #1 Improvements and the Administrative Expenses set forth in the Service and Assessment Plan results in imposing equal shares of the costs of the Phase #1 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 #1 Assessment Roll in the form attached as Appendix E to the Service and Assessment Plan should be approved as the Phase #1 Assessment Roll for Phase #1 of the District;

(h) The provisions of the Service and Assessment Plan relating to due and delinquency dates for the Phase #1 Assessments, interest on Annual Installments, interest and penalties on delinquent Phase #1 Assessments and delinquent Annual Installments, and procedures in connection with the imposition and collection of Phase #1 Assessments should be approved and will expedite collection of the Phase #1 Assessments in a timely manner in order to provide the services and improvements needed and required for Phase #1 of the District; and

(i) A written notice of the date, hour, place and subject of this meeting of the City Council along with the meeting agenda was posted at a place convenient to the public and on the City's internet website 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 #1 Assessment Roll. The Phase #1 Assessment Roll is hereby accepted and approved pursuant to Section 372.016 of the PID Act as the Phase #1 Assessment Roll for Phase #1 of the District.

SECTION 5. Levy and Payment of Special Assessments for the Estimated Costs of Phase #1 Improvements.

(a) The City Council hereby levies an assessment on each parcel of Phase #1 Assessed Property located within Phase #1 of the District, as shown and described in the Service and Assessment Plan and the Phase #1 Assessment Roll, in the respective amounts shown on the Phase #1 Assessment Roll as a special assessment on the properties set forth in the Phase #1 Assessment Roll.

(b) The levy of the Phase #1 Assessments shall be effective on the date of execution of this Ordinance levying the Phase #1 Assessments and strictly in accordance with the terms of the Service and Assessment Plan and the PID Act.

(c) The collection of the Phase #1 Assessments shall be as described in the Service and Assessment Plan. The collection of the first Annual Installment of the Phase #1 Assessments hereby levied against each lot or parcel of Phase #1 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 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 any Bonds secured by the respective reimbursement agreement for Phase #1 Assessed Property, or (iii) with tax bills sent the first October following the second anniversary of the levy of Assessments on the Phase #1 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.

(d) Each Phase #1 Assessment may be paid in a lump sum at any time or may be paid in Annual Installments pursuant to the terms of the Service and Assessment Plan.

(e) Each Phase #1 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 #1 Assessed Property shall be calculated pursuant to the terms of the Service and Assessment Plan.

SECTION 6. Method of Assessment. The method of assessment and method of apportioning the estimated costs of the Phase #1 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 #1 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. The Phase #1 Assessments shall have lien priority as specified in the PID Act, the Service and Assessment Plan, and as otherwise allowed by law.

SECTION 8. Prepayments of Assessments. As provided in Section VI of the Service and Assessment Plan, the owner of any Phase #1 Assessed Property may prepay the Phase #1 Assessments levied by this Ordinance.

SECTION 9. Lien Priority. The City Council and the owners of property in Phase #1 of the District intend for the obligations related to payment of the Phase #1 Assessments and the Annual Installments thereof, to constitute covenants that shall run with the land. The Phase #1 Assessments and the Annual Installments thereof which are levied hereby shall be binding upon each landowner, as the owner of a portion of the Phase #1 Assessed Property, and its respective transferees, legal representatives, heirs, devisees, successors and assigns in the same manner and for the same period as such landowners would be personally liable for the payment of ad valorem taxes under applicable law during the period such owner holds title to such portion of the Phase #1 Assessed Property. The Phase #1 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. is hereby appointed and designated to initially serve, or until otherwise determined by the City Council, as the Administrator of the Service and Assessment Plan and of the Phase #1 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 an Administrative Expense.

(b) Collector. The City shall by future action, appoint a third-party collector of the Phase #1 Assessments. The City is hereby authorized to enter into an agreement with a third-party

for the collection of the Phase #1 Assessments. The City may also contract with other qualified collection agents selected by the City or may collect the Phase #1 Assessments on its own behalf. The costs of such collection contracts shall constitute an Administrative Expense.

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 shall be applicable to the imposition and collection of Phase #1 Assessments by the City.

SECTION 12. Filing in Land Records. The City Clerk is directed to cause a copy of this Ordinance, including the Service and Assessment Plan and the Phase #1 Assessment Roll, to be recorded in the real property records of Grayson County. The City Clerk is further directed to similarly file each Annual Service Plan Update approved by the City Council.

SECTION 13. 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 14. Effective Date. This Ordinance shall take effect, and the levy of the Phase #1 Assessments, and the provisions and terms of the Service and Assessment Plan shall be and become effective upon passage and execution hereof.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 3rd day of May, 2021.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

APPROVED AS TO FORM AND CONTENT:
THE LAW FIRM OF ABERNATHY, ROEDER, BOYD & HULLETT, P.C.

BY: _____
NAME: _____
CITY ATTORNEY

Exhibit A

Service and Assessment Plan

(See attached.)

BEL AIR VILLAGE
PUBLIC IMPROVEMENT DISTRICT

CITY OF SHERMAN, TEXAS

SERVICE AND ASSESSMENT PLAN

May 3, 2021

PREPARED BY:

MUNICAP, INC.
PUBLIC FINANCE

BEL AIR VILLAGE
PUBLIC IMPROVEMENT DISTRICT

SERVICE AND ASSESSMENT PLAN

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APPENDIX D - ASSESSMENT PER EQUIVALENT UNIT
APPENDIX E - PHASE #1 ASSESSMENT ROLL

I. PLAN DESCRIPTION AND DEFINED TERMS

A. INTRODUCTION

On March 15, 2021, the City Council of the City of Sherman passed and approved Resolution No. 6711 approving and authorizing the creation of Bel Air Village Public Improvement District (the "PID") to finance the costs of certain public improvements for the benefit of property in the PID, which is presently located within the City.

The property in the PID is proposed to be developed in multiple phases, and the PID will finance public improvements for each phase as each phase is developed. Assessments will be imposed on all property in the PID for the public improvements that benefit the entire PID and on the property in each phase for the public improvements to be constructed for the benefit of that phase.

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. The Bel Air Village 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 cover a period of at least five years and must also define the annual indebtedness and the projected costs for improvements. The plan shall be reviewed and updated annually for the purpose of determining the annual budget for improvements." The service plan is described in Section IV of this Service and Assessment Plan.

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

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

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

B. Definitions

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

"**Actual Cost(s)**" means, with respect to an Authorized Improvement, the demonstrated, reasonable, allocable, and allowable costs of constructing such Authorized Improvement, as specified in a Certification for Payment that has been reviewed and approved by the City. 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, City permit fees, development fees), insurance premiums, miscellaneous expenses, and all advances and payments for Administrative Expenses.

Actual Costs 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.

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

"Administrative Expenses" mean the administrative, organization, maintenance and operation costs associated with, or incident to, the administration, organization, maintenance and operation of the PID, including, but not limited to, the costs of: (i) creating and organizing the PID, including conducting hearings, preparing notices and petitions, and all costs incident thereto, including engineering fees, legal fees and consultant fees, (ii) the annual administrative, organization, maintenance, and operation costs and expenses associated with, or incident and allocable to, the administration, organization, and operation of the PID, (iii) computing, levying, billing and collecting Assessments or the Annual Installments thereof, (iv) maintaining the record of installments of the Assessments and the system of registration and transfer of the Bonds, (v) paying and redeeming the Bonds, (vi) investing or depositing of monies, (vii) complying with the PID Act and other laws applicable to the Bonds, (viii) the Trustee fees and expenses relating to

the Bonds, including reasonable fees, (ix) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, and (x) administering the construction of the Authorized Improvements. Administrative Expenses do not include payment of the actual principal of, redemption premium, if any, and interest on the Bonds. Administrative Expenses collected and not expended for actual Administrative Expenses in one year shall be carried forward and applied to reduce Administrative Expenses in subsequent years to avoid the over-collection of amounts to pay Administrative Expenses.

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

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

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

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

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

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

"Assessment Roll" means the Phase #1 Assessment Roll or any other Assessment Roll in an amendment or supplement to this Service and Assessment Plan or in an Annual Service Plan Update.

"Authorized Improvements" mean those public improvements described in Appendix B-1 of this Service and Assessment Plan and Section 372.003 of the PID Act, constructed and installed in accordance with this Service and Assessment Plan, and any future updates and/or amendments.

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

"Certification for Payment" means the certificate to be provided by the Developer, or his designee, to substantiate the Actual Cost of one or more Authorized Improvements.

"City" means the City of Sherman, Texas.

"City Council" means the duly elected governing body of the City.

"**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.

"Development Agreement" means that certain "Bel Air Village Master Development Agreement" by and between the City and the Developer, a Texas limited liability company, and related to the development of the Property effective December 18, 2020, as the same may be amended from time to time.

"Developer" means Bel Air Village SFR, LLC.

"**Future Phases**" means Phases that are fully developed after Phase #1, as such areas are generally depicted in Appendix A. The Future Phases are subject to adjustment and are shown for example only.

"Homeowner Association" means a homeowner's association or property owners' association established for the benefit of property owners within the boundaries of the PID.

"Homeowner Association Property" means property within the boundaries of the PID that is owned by or irrevocably offered for dedication to, whether in fee simple or through an exclusive use easement, a homeowner's association.

"Lot" means a tract of land described as a "lot" in a subdivision plat recorded in the official public records of Grayson 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 average home value for each home at the time of assessment levy (as shown in Appendix D for the calculation of Equivalent Units), 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.

"Major Improvements" or "MI" mean the Authorized Improvements which benefit all Assessed Property within the PID and are described in Section III.B.

"Non-Benefited Property" means Parcels that accrue no special benefit from the Authorized Improvements, including Homeowner Association Property, Public Property and easements that create an exclusive use for a public utility provider to the extent they accrue no special benefit. Property identified as Non-Benefited Property at the time the Assessments (i) are imposed or (ii) are reallocated pursuant to a subdivision of a Parcel, 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 Grayson Central Appraisal District for real property tax purposes or by lot and block number in a final subdivision plat recorded in the real property records of Grayson County.

"Phase" means one or more Parcels within the PID that will be developed in the same general time period. The Parcels within a Phase will be assessed in connection with the execution of a reimbursement agreement and/or 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 and generally shown in Appendix A, as specifically depicted and described as the sum of all Parcels shown in Appendix E.

"**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 Projects 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 Projects.

"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 any Annual Service Plan Update.

"**Phase #1 Projects**" mean (i) the pro rata portion of the Major Improvements allocable to Phase #1, and (ii) the Phase #1 Improvements.

"**Phase #1 Improvements**" mean the Authorized Improvements which only benefit Phase #1 Assessed Property, which are described in Section III.C.

"Phase #1 Reimbursement Agreement" means that certain Bel Air Village Public Improvement District Phase #1 Reimbursement Agreement expected to be dated by and between the City and

the Developer in which the Developer agrees to fund certain Actual Costs of Authorized Improvements and the City agrees to reimburse the Developer for a portion of such Actual Costs funded by the Developer with interest as permitted by the PID Act.

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

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

"**Prepayment Costs**" mean interest and expenses to the date of prepayment, plus any additional expenses related to the prepayment, reasonably expected to be incurred by or imposed upon the City as a result of any prepayment of an Assessment.

"Public Property" means property within the boundaries of the PID that is owned by or irrevocably offered for dedication to the federal government, the State of Texas, Grayson County, the City, a school district or any other public agency, 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 278.38 acres of land. A map of the property within the PID is shown on Appendix A to this Service and Assessment Plan.

At completion, the PID is expected to consist of approximately 945 single family residential units, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to the PID. The estimated number of units (945) is based upon the proposed development plan.

The property within the PID is proposed to be developed as follows:

Table II-A
Proposed Development

Lot Type	Phase #1	Future Phases[1]	Total
25 Ft	98	89	187
30 Ft	0	79	79
40 Ft	124	136	260
50 Ft	105	245	350
60 Ft	0	69	69
Total	**327**	**618**	**945**

[1]Proposed development for Future Phases. Subject to change as Future Phases are developed.

B. PROPERTY INCLUDED IN PHASE #1

Phase #1 consists of approximately 58.53 acres and is projected to consist of 327 single family residential units, to be developed as Phase #1, as further described in Section III. A map of the property within the PID is shown in Appendix A.

C. PROPERTY INCLUDED IN FUTURE PHASES

As Future Phases are developed, 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 current Parcels in the PID are shown on the Assessment Rolls included as Appendix E and Appendix F.

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.

III. DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS

A. AUTHORIZED IMPROVEMENT OVERVIEW

372.003. Authorized Improvements

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

(b) A public improvement may include:

(i) landscaping;

(ii) erection of fountains, distinctive lighting, and signs;

(iii) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of way;

(iv) construction or improvement of pedestrian malls;

(v) acquisition and installation of pieces of art;

(vi) acquisition, construction, or improvement of libraries;

(vii) acquisition, construction, or improvement of off-street parking facilities;

(viii) acquisition, construction, improvement, or rerouting of mass transportation facilities;

(ix) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements;

(x) the establishment or improvement of parks;

(xi) projects similar to those listed in Subdivisions (i)-(x);

(xii) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement;

(xiii) special supplemental services for improvement and promotion of the district, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement;

(xiv) payment of expenses incurred in the establishment, administration and operation of the district; and

(xv) the development, rehabilitation, or expansion of affordable housing

After analyzing the public improvement projects authorized by the PID Act, the City has determined at this time to undertake only Authorized Improvements listed in Section III.B and III.C below and shown in the opinion of probable costs included as Appendix B-1 and on the Diagrams shown in Appendix C for the benefit of the Assessed Property. Any change to the list of Authorized Improvements will require the approval of the City and an update to this Service and Assessment Plan.

B. DESCRIPTIONS AND COSTS OF MAJOR IMPROVEMENTS

The Major Improvements benefit the entire PID. The costs of the Major Improvements are allocated proportionally throughout the entire PID, excluding Non-Benefited Property, in a manner that anticipates planned development of the PID based on the type of development and anticipated number of lots. The costs of the Major improvements are shown in Table III-A.

The Major Improvements descriptions are presented below as provided by the project engineer. The costs shown in Table III-A 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.

A description of the Major Improvements follows:

Roadway Improvements

The roadway improvement portion of the Major Improvements consists of the construction of entrance road improvements, including related grading, paving, drainage, curbs, gutters, sidewalks, retaining walls, erosion control, signage, street lighting, and traffic control devices, which benefit the Assessed Property. All roadway projects will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Water Improvements

The water improvement portion of the Major Improvements consists of construction and installation of waterlines, mains, pipes, valves, and appurtenances, necessary for the water distribution system that will service the Assessed Property. The water improvements will be designed and constructed according to City standards and specifications and will be owned and operated by the City.

Sanitary Sewer Improvements

The sanitary sewer improvement portion of the Major Improvements consists of construction and installation of pipes, service lines, manholes, encasements, and appurtenances necessary to provide sanitary sewer service to the Assessed Property. The sanitary sewer improvements will be designed and constructed according to City standards and specifications and will be owned and operated by the City.

Storm Drainage Improvements

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

Landscaping and Hardscaping

The landscaping improvement portion of the Major Improvements consists of landscaping, irrigation, and hardscaping.

Table III-A
Estimated Major Improvement Costs

Authorized Improvements	Total Major Improvement Costs	Phase #1 Allocated Amount[1]	Future Phases Allocated Amount [1]
Roadway Improvements	$294,648	$41,570	$253,078
Water Improvements	$337,501	$16,016	$321,485
Sanitary Sewer Improvements	$642,793	$158,699	$484,094
Storm Drainage Improvements	$744,938	$345,798	$399,140
Landscaping and Hardscaping	$452,500	$452,500	$0
Other Soft and Miscellaneous Costs	$1,399,460	$471,868	$927,592
Total Authorized Improvements	**$3,871,840**	**$1,486,451**	**$2,385,389**

Note: Costs provided by Kimley-Horn. The figures shown in Table III-A may be revised in Annual Service Plan Updates and may be reallocated between line items so long as the Total Authorized Improvements amount does not change.
1 - The Major Improvements are allocated between the property within Phase #1 and the Future Phases based on the engineering allocations described in Appendix B-2 as summarized in Table V-A.

C. DESCRIPTIONS AND COSTS OF PHASE #1 IMPROVEMENTS

The Phase #1 Improvements descriptions are presented below as provided by the project engineer. The Phase #1 Projects include Phase #1's share of the costs of the Major Improvements and the costs of the Phase #1 Improvements. The costs of the Phase #1 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.

A description of the Phase #1 Improvements are as follows, and a description of the Major Improvements that are a portion of the Phase #1 Projects can be found in Section III-B above.

Road Improvements

The road improvement portion of the Phase #1 Improvements consists of the construction of road and thoroughfare improvements, including related grading, paving, drainage, curbs, gutters, sidewalks, retaining walls, erosion control, signage, street lighting, and traffic control devices, which benefit the Phase #1 Assessed Property. All roadway projects will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Water Improvements

The water improvements portion of the Phase #1 Improvements consists of construction and installation of a looped water main network, waterlines, mains, pipes, valves and appurtenances, necessary for the portion of the water distribution system that will service the Phase #1 Assessed Property. The water improvements will be designed and constructed according to City standards and will be owned and operated by the City.

Sanitary Sewer Improvements

The sanitary sewer improvement portion of the Phase #1 Improvements consists of construction and installation of pipes, service lines, manholes, encasements, and appurtenances necessary to provide sanitary sewer service to Phase #1 Assessed Property. The sanitary sewer improvements will be designed and constructed according to City standards and specifications and will be owned and operated by the City.

Storm Drainage Improvements

The storm drainage improvement portion of the Phase #1 Improvements consist of reinforced concrete pipes, reinforced concrete boxes, and multi-reinforced box culverts, which benefit the Phase #1 Assessed Property. The storm drainage collection system improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Landscaping and Hardscaping

The landscaping improvement portion of the Phase #1 Improvements consists of landscaping, irrigation, and hardscaping.

Table III-B
Estimated Phase #1 Projects Costs

Authorized Improvements	Share of Major Improvements	Phase #1 Improvement Costs	Total
Roadway Improvements	$41,570	$2,126,609	$2,168,179
Water Improvements	$16,016	$713,377	$729,393
Sanitary Sewer Improvements	$158,699	$863,168	$1,021,867
Storm Drainage Improvements	$345,798	$2,076,534	$2,422,332
Landscaping and Hardscaping	$452,500	$188,947	$641,447
Other Soft and Miscellaneous Costs	$471,868	$1,604,968	$2,076,836
Total Authorized Improvements	**$1,486,451**	**$7,573,603**	**$9,060,054**

Note: Costs provided by Kimley-Horn. The figures shown in Table III-A may be revised in Annual Service Plan Updates and may be reallocated between line items so long as the Total Authorized Improvements amount does not change.
1 - The Major Improvements are allocated between the property within Phase #1 and the Future Phases based on the engineering allocations described in Appendix B-2 as summarized in Table V-A.

D. FUTURE PHASES

As Future Phases are developed, in association with execution of a reimbursement agreement and/or issuance of Bonds for such Future Phase, this SAP will be amended to identify the specific Authorized Improvements that confer a special benefit to the property inside each Future Phase (e.g., a Table III-C will be added to show the costs for the specific Authorized Improvements financed within the specific Future Phase being developed.)

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IV. SERVICE PLAN

A. SOURCES AND USES OF FUNDS

The PID Act requires the service plan to cover a period of at least five years. The service plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the PID during the five-year period. It is anticipated that it will take approximately 12 months to construct the Major Improvements and approximately 12 months for the Phase #1 Projects to be constructed.

The Actual Costs for Phase #1 Projects are $9,060,054 as shown in Table IV-A. The service plan shall be reviewed and updated at least annually for the purpose of determining the annual budget for Administrative Expenses, updating the estimated Authorized Improvement costs, and updating the Assessment Roll(s). Any update to this Service and Assessment Plan is herein referred to as an "Annual Service Plan Update."

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 amended (e.g., Table IV-B will be added for phase #2, etc.).

The Phase #1 Reimbursement Agreement shown in Table IV-A is anticipated to be executed in 2021 and will be used to reimburse the Developer for a portion of the costs of the Phase #1 Projects.

Table IV-A
Estimated Sources and Uses – Phase #1

Sources of Funds	**Phase #1 Reimbursement Agreement**
Assessments	$7,168,000
Other funding sources	$1,892,054
Total Sources	**$9,060,054**
Uses of Funds	
Major Improvements:	
Roadway Improvements	$2,168,179
Water Improvements	$729,393
Sanitary Sewer Improvements	$1,021,867
Storm Drainage Improvements	$2,422,332
Landscaping and Hardscaping	$641,447
Other Soft and Miscellaneous Costs	$2,076,836
Subtotal	*$9,060,054*
Total Uses	**$9,060,054**

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

Table IV-B
Annual Projected Costs and Annual Projected Indebtedness

Year Ending September 1	Annual Projected Cost	Annual Projected Indebtedness	Other Funding Sources	Projected Phase #1 Annual Installments
2021	$9,060,054	$7,168,000	$1,892,054	$0
2022	$0	$0	$0	$634,069
2023	$0	$0	$0	$638,456
2024	$0	$0	$0	$642,242
2025	$0	$0	$0	$647,428
2026	$0	$0	$0	$652,860
Total	**$9,060,054**	**$7,168,000**	**$1,892,054**	**$3,215,054**

The annual projected costs shown in Table IV-B are the annual expenditures relating to the Phase #1 Projects shown in Table III-B. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer. As Future Phases are developed, in association with the execution of a reimbursement agreement and/or issuance of Bonds for each Future Phase, this Table IV-B will be updated to identify the Authorized Improvements of each new phase and the projected indebtedness resulting from each additional reimbursement agreement and/or issuance of Bonds.

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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.

For purposes of this Service and Assessment Plan, the City Council has determined that the costs of the Phase #1 Projects shall be allocated as described below:

1. The Major Improvement costs are proportionally allocated to the Phase #1 and the Future Phases based on allocation of costs provided by the project engineer and attached herein as Appendix B-2.

2. The costs of the Phase #1 Projects (including a proportional share of the Major Improvements) that only benefit Phase #1 shall be allocated on the basis of Equivalent Units calculated using the average home price of each Lot Type once such property is developed, and that such method of allocation will result in the imposition of equal shares of the costs of such Authorized Improvements of Phase #1 Assessed Property to Parcels similarly benefited.

3. As Future Phases are developed, the proportional share of the Major Improvements currently allocated to the Future Phases will further be reallocated to each individual Phase to be developed in the future in the same manner as the allocations to Phase #1 so that the method of reallocation will result in the imposition of equal shares of the costs of such Major Improvements to Parcels within each of the future phases similarly benefited.

Table V-A provides a summary of the allocation of costs of the Authorized Improvements constituting Major Improvements as provided by the project engineer.

At this time, it is impossible to determine with absolute certainty the amount of special benefit each Parcel within Future Phases will receive from the direct 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 Major Improvements and Phase #1 Improvements, as applicable.

This section of this Service and Assessment Plan currently (i) describes the special benefit received by each Parcel within Phase #1 as a result of the Phase #1 Projects, as applicable, (ii) provides the basis and justification for the determination that this special benefit exceeds the amount of the Assessments to be levied on the Phase #1 Assessed Property for such improvements, and (iii) establishes the methodologies by which the City Council allocates and reallocates the special benefit of the Phase #1 Projects, as applicable, to Parcels 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 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 specifically for the benefit of the Assessed Property. The Authorized Improvements (more particularly described in line-item format in Appendix B-1 to this Service and Assessment Plan) 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 the close proximity of these improvements to the Assessed Property and the specific purpose of these improvements of providing infrastructure for the Assessed Property. In other words, the Assessed Property could not be used in the manner proposed without the construction of the Authorized Improvements. The Authorized Improvements are being provided specifically to meet the needs of the Assessed Property as required for the proposed use of the property.

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

proposed use of the Assessed Property to be physically possible, appropriately supported, financially feasible, and maximally productive.

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

Each owner of the Assessed Property will ratify, confirm, accept, agree to and approve: (i) the determinations and finding by the City Council as to the special benefits described in this Service and Assessment Plan and the Assessment Ordinance; (ii) the Service and Assessment Plan and the Assessment Ordinance, and (iii) the levying of Assessments on the Assessed Property. Use of the Assessed Property as described in this Service and Assessment Plan and as authorized by the PID Act requires that Authorized Improvements be acquired, constructed, installed, and/or improved. Funding the Actual Costs of the Authorized Improvements through the PID has been determined by the City Council to be the most beneficial means of doing so. As a result, the Authorized Improvements result in a special benefit to the Assessed Property, and this special benefit exceeds the amount of the Assessment. This conclusion is based on and supported by the evidence, 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 as a result;

2. The Developer has consented to the imposition of the Assessments for the purpose of providing the Authorized Improvements and the Developer is acting in its interest by consenting to this imposition;

3. The 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);

5. Financing of the costs of the Authorized Improvement through the PID is determined to be the most beneficial means of providing for the Authorized Improvements; and,

6. As a result, the special benefits to the Assessed Property from the Authorized Improvements will be equal to or greater than the Assessments.

C. ALLOCATION OF COSTS TO ASSESSED PROPERTY

The Major Improvements will provide a special benefit to all property in the PID. Accordingly, the estimated Major Improvement costs must be allocated throughout all Assessed Property in the

PID. Table V-A summarizes the allocation of Actual Costs for each type of Major Improvement. The costs shown in Table V-A are estimates and may be revised in Annual Service Plan Updates, but the related Assessment may not be increased.

Table V-A
Allocation of Major Improvement Costs

Authorized Improvement	Major Improvement Costs	Phase #1 Percent Allocation	Major Improvements Allocated to Phase #1	Future Phases Percent Allocation	Major Improvements Allocated to Future Phases
Roadway Improvements	$294,648	14.11%	$41,570	85.89%	$253,078
Water Improvements	$337,501	4.75%	$16,016	95.25%	$321,485
Sanitary Sewer Improvements	$642,793	24.69%	$158,699	75.31%	$484,094
Storm Drainage Improvements	$744,938	46.42%	$345,798	53.58%	$399,140
Landscaping and Hardscaping	$452,500	100.00%	$452,500	0.00%	$0
Other Soft and Miscellaneous Costs	$1,399,460	33.72%	$471,868	66.28%	$927,592
Total Major Improvements	**$3,871,840**		**$1,486,451**		**$2,385,389**

See appendix B-2 for detailed descriptions and calculations of the allocations as provided by the project engineer.

D. ASSESSMENT METHODOLOGY

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

2. Assessment Methodology for Phase #1

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Phase #1 Projects shall be allocated to the Phase #1 Assessed Property by spreading the entire Assessment across the Parcels based on the estimated number of units anticipated to be developed on each Parcel within Phase #1.

Based on the estimates of the costs of the Phase #1 Projects, as set forth in Table III-B, the City Council has determined that the benefit to Phase #1 Assessed Property of the Phase #1 Projects is at least equal to the Assessments levied on the Phase #1 Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the estimated 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 units at the time residential Lots

are platted to the total estimated number of all Lots 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.

3. Assessment Methodology for Future Phases

When any given Future Phase is developed, and reimbursement agreement executed for that Future Phase and/or issuance of Bonds, this Service and Assessment Plan will be amended to determine the assessment methodology that results in the imposition of equal shares of the Actual Costs on Assessed Property similarly benefited within that Phase.

E. ASSESSMENTS

The Assessments for the Phase #1 Reimbursement Agreement will be levied on each Parcel or Lot according to the Phase #1 Assessment Roll, as applicable. The Annual Installments for the Phase #1 Reimbursement Agreement will be collected on the dates and in the amounts shown on the Phase #1 Assessment Roll, respectively, subject to revisions made during an Annual Service Plan Update. Non-Benefited Property will not be subject to any Assessments.

See Appendix D for Assessment per equivalent unit, leverage, and estimated tax rate equivalent calculation details.

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 each 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

The Assessment and Annual Installments for each Assessed Property located within Phase #1 is shown on the Phase #1 Assessment Roll, attached as Appendix E, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Annual Installments shall be collected from Phase #1 Assessed Property in an amount sufficient to pay (i) principal and interest on the Phase #1 Reimbursement Agreement, and (ii) to pay Administrative Expenses related to the PID. The Annual Installment for each Parcel shall be calculated by taking into consideration any available funds to reduce the Annual Installments.

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

As Future Phases are developed, this Service and Assessment Plan will be amended to determine the Assessment and Annual Installments for each Assessed Property located within Future Phases (e.g., an Appendix will be added as the Assessment Roll for phase #2, etc.). The Assessments shall not exceed the benefit received by the Assessed Property.

C. REALLOCATION OF ASSESSMENTS

1. Subdivision

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

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

Where the terms have the following meanings:

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

The calculation of the estimated number of units to be built on a Parcel shall be performed by the Administrator and confirmed by the City Council based on the information available regarding the use of the Parcel. The estimate as confirmed shall be conclusive. The number of units to be built on a Parcel may be estimated by net land area and reasonable density ratios.

The sum of the Assessments for all newly subdivided Parcels shall equal the Assessment for the Parcel prior to subdivision. The calculation shall be made separately for each newly subdivided Parcel. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the subdivision of the Parcels. Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the City Council.

2. Consolidation

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

D. MANDATORY PREPAYMENT OF ASSESSMENTS

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

2. If at any time the Assessment per Unit on a Parcel exceeds the Assessment per Unit calculated in this Service and Assessment Plan as a result of any changes in land use, subdivision, consolidation or reallocation of the Assessment authorized by this Service and Assessment Plan and initiated by the owner of the Parcel, then such owner shall pay to the City prior to the recordation of the document subdividing the Parcel the amount calculated by the Administrator by which the Assessment per Unit for the Parcel exceeds the Assessment per Unit calculated in this Service and Assessment Plan.

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

E. REDUCTION OF ASSESSMENTS

1. If after all Authorized Improvements to be funded with the reimbursement agreements have been completed, including any additional Authorized Improvements described herein, and Actual Costs for such Authorized Improvements are less than the Actual Costs used to calculate the Assessments securing such reimbursement obligations, then the Assessment securing such reimbursement obligations 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 outstanding reimbursement obligations. 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 the Authorized Improvements to be funded with the respective reimbursement agreements, including any additional Authorized Improvements described herein, are not undertaken by the City, the Assessment securing such reimbursement obligations for each Assessed Property shall be reduced by the City Council to reflect only the Actual Costs that were expended. The City Council shall reduce such Assessments for each Assessed Property pro rata such that the sum of the resulting reduced Assessments equals the Actual Costs with respect to such Authorized Improvements that were undertaken. The Assessments shall not be reduced to an amount less than the related outstanding reimbursement obligations.

F. PAYMENT OF ASSESSMENTS

1. Payment in Full

(a) The Assessment for any Parcel may be paid in full at any time. Payment shall include all Prepayment Costs.

(b) If an Annual Installment has been billed prior to payment in full of an Assessment, the Annual Installment shall be due and payable and shall be credited against the payment-in-full amount.

(c) Upon payment in full of the Assessment and all Prepayment Costs, the City shall deposit the payment in accordance with the Trust Indenture; whereupon, the Assessment shall be reduced to zero, and the owner's obligation to pay the Assessment and Annual Installments thereof shall automatically terminate.

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

2. Payment in Annual Installments

The Act provides that an Assessment for a Parcel may be paid in full at any time. If not paid in full, the Act authorizes the City to collect interest and collection costs on the outstanding Assessment. An Assessment for a Parcel that is not paid in full will be collected in Annual Installments each year in the amounts shown in the Phase #1 Assessment Roll, which includes interest on the outstanding Assessment and Administrative Expenses.

Each Assessment shall be paid with interest based on an interest rate of 7.66% per annum for years 1 through 5 and 4.66% per annum following the fifth Annual Installment. Each Assessment shall be paid at a rate not to exceed five hundred basis points above the highest average index rate for tax-exempt bond reported in a daily or weekly bond index approved by the City and reported in

the month prior to the establishment of the Assessments and continuing for a period of five years from such date. Such rate shall then adjust and shall not exceed two hundred basis points above the bond index rate described above and shall continue until the Assessments are paid in full. The index approved by the City is the Bond Buyer Index for which the highest average rate during April 2021 was 2.66%. The City has determined that the Assessments shall bear interest at the rate of 7.66% per annum for years 1 through 5 and 4.66% per annum following the fifth Annual Installment, which rate are equal to both the initial maximum allowable rate of interest of 7.66% as well as the maximum allowable rate of interest following the fifth Annual Installment, which would be 4.66%. Furthermore, the principal and interest component of the Annual Installments may not exceed the amounts shown on the Assessment Roll. The Assessment Rolls, updated with the actual interest rate on the respective reimbursement agreements, are shown in Appendix E and Appendix F.

The Annual Installments shall be reduced to equal the actual costs of repaying the reimbursement obligation under the applicable reimbursement agreement 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.

G. COLLECTION OF ANNUAL INSTALLMENTS

No less frequently than annually, the Administrator shall prepare, and the City Council shall consider, an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls and a calculation of the Annual Installment for each Parcel. Administrative Expenses shall be allocated among Parcels in proportion to the amount of the Annual Installments for the Parcels. 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 any Bonds secured by the respective reimbursement agreement for Phase #1 Assessed Property, or (iii) with tax bills sent the first October following the second anniversary 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.

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

VII. THE ASSESSMENT ROLL

A. PHASE #1 ASSESSMENT ROLL

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

The Phase #1 Assessed Property has been assessed for the special benefits conferred upon the property resulting from the Phase #1 Projects. Table VII-B summarizes the $9,060,054 in special benefit received by the Phase #1 Assessed Property from the Phase #1 Projects. The Assessment amount of the Phase #1 Reimbursement Agreement is $7,168,000, 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 $7,168,000 plus annual Administrative Expenses. The Assessment for each Phase #1 Assessed Property is calculated based on the allocation methodologies described in Section V.D. The Phase #1 Assessment Roll is attached hereto as Appendix F.

Table VII-B
Special Benefit Summary - Phase #1

Special Benefit	Total Cost
Phase #1 Projects	
Total Authorized Improvements (a)	$9,060,054
Total Special Benefit	**$9,060,054**
Special Benefit	
Total Special Benefit	$9,060,054
Projected Phase #1 Assessment	$7,168,000
Excess Benefit	**$1,892,054**

(a) See Table III-B for details.

B. FUTURE PHASE ASSESSMENT ROLL

As Future Phases are developed, this SAP will be amended to determine the Assessment for each Parcel or Lot located within such Future Phase (e.g., an appendix will be added as the Assessment Roll for each Future Phase).

C. ANNUAL ASSESSMENT ROLL UPDATES

The Administrator shall prepare, and shall submit to the City Council for approval, annual updates to the Phase #1 Assessment Roll in conjunction with the Annual Service Plan Update to reflect

the following matters, together with any other changes helpful to the Administrator or the City and permitted by the PID Act: (i) the identification of each Parcel (ii) the Assessment for each Parcel of Assessed Property, including any adjustments authorized by this Service and Assessment Plan 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.

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VIII. MISCELLANEOUS PROVISIONS

A. ADMINISTRATIVE REVIEW

The City may elect to designate a third party to serve as Administrator. The City shall notify Developer in writing at least thirty (30) days in advance before appointing a third party Administrator.

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

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

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

B. TERMINATION OF ASSESSMENTS

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

C. AMENDMENTS

Amendments to the Service and Assessment Plan can be made as permitted or required by the PID Act and under Texas law.

The City Council reserves the right to the extent permitted by the PID Act to amend this Service and Assessment Plan without notice under the PID Act and without notice to property owners of Parcels: (i) to correct mistakes and clerical errors; (ii) to clarify ambiguities; and (iii) to provide procedures for the collection and enforcement of Assessments, Prepayment Costs, Collection Costs, and other charges imposed by the Service and Assessment Plan.

D. Administration and Interpretation of Provisions

The City Council shall administer the PID, this Service and Assessment Plan, and all Annual Service Plan Updates consistent with the PID Act and shall make all interpretations and determinations related to the application of this Service and Assessment Plan unless stated otherwise herein or in the Trust Indenture, such determination shall be conclusive.

E. Severability

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

If any provision of this Service and Assessment Plan is determined by a court to be unenforceable, the unenforceable provision shall be deleted from this Service and Assessment Plan and the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the City.

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APPENDIX A
PID MAP

CALLED 21.05 ACRES
GRAYSON COUNTY, TEXAS
VOL. 888, PG. 591
D.R.G.C.T.

CALLED 96.193 ACRES
ANEL A. ALEMAN AND WIFE
JUDY A. ALEMAN
VOL. 3793, PG. 925
O.P.R.G.C.T.

CALLED 379.73 ACRES
CHOCTAW CREEK RANCH, LLC
VOL. 5607, PG. 293
O.P.R.G.C.T.

CALLED 2.4148 ACRES
BNSF RAILWAY COMPANY
INST. NO. 2020-4185
O.P.R.G.C.T.

BURLINGTON NORTHERN SANTA FE RAILROAD

YES COMPANIES EXP2
KEY, LLC
VOL. 5858, PG. 102
O.P.R.G.C.T.

CALLED 32.545 ACRES
TERRA PERPETUA, LLC
INST. NO. 2019-22885
O.P.R.G.C.T.

PHASE 1
58.50 ACRES

FUTURE PHASE

EX STREAM
CENTERLINE

TRACT 1 (CALLED 42.869 ACRES)
THANH TRONG BGUYEN AND WIFE,
THU THUY PHAM
INST. NO. 2017-18222
O.P.R.G.C.T.

OVERALL PID BOUNDARY
278.38 ACRES

CALLED 31.841 ACRES
LIBERTY TRUST COMPANY, LTD,
CUSTODIAN f/b/o BECKY ANN FARRIS
VOL. 5645, PG. 497
O.P.R.G.C.T.

F.M. 1417

CALLED 88,972.5 SQ. FT.
GRAYSON COUNTY, TEXAS
VOL. 1660, PG. 420
D.R.G.C.T.

EX STREAM
CENTERLINE

REMAINING PORTION OF
CALLED 240.9284 ACRES
FISHER CONTROLS COMPANY, INC.
VOL. 1349, PG. 493
D.R.G.C.T.

CALLED 245.83 ACRES
TERRA PERPETUA, LLC
INST. NO. 2018-3686
O.P.R.G.C.T.

BLOCK 1, LOT 1
BLALOCK INDUSTRIAL PARK
VOL. 8, PG. 92
P.R.G.C.T.

BLOCK TWO
CONSTITUTION VILLAGE
VOL. 3, PG. 73
P.R.G.C.T.

REMAINING PORTION OF
CALLED 13.41 ACRES
SHERMAN ECONOMIC
DEVELOPMENT CORPORATION
VOL. 5680, PG. 685
O.P.R.G.C.T.

CALLED 25.264 ACRES
LIBERTY TRUST CO., LTD., CUSTODIAN
FBO YING XU ROTH IRA TC005981
INST. NO. 2018-22856
O.P.R.G.C.T.

CALLED 12.166 ACRES
RAMANUJAM K. VANGIPURAM AND
SAMRAJYAM KOLLURU
VOL. 5945, PG. 638
O.P.R.G.C.T.

LOT 4
MBG SHERMAN ADDITION
DOC. 2018-51
P.R.G.C.T.

0 200' 400'
GRAPHIC SCALE 200'

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

BENCH MARK LIST

TBM #11 X-CUT IN CONCRETE ON BRIDGE 145'+/- SOUTHWEST OF THE CENTERLINE OF BURLINGTON NORTHERN SANTA FE RAIL ROAD AND 26'+/- SOUTHEAST OF THE CENTERLINE OF F. M. HIGHWAY 1417
ELEV: 706.31'

TBM #10 X-CUT IN CONCRETE CURB 70'+/- SOUTHEAST OF THE CENTERLINE OF F. M. HIGHWAY 1417 AND 120'+/- NORTHEAST OF NORTH DAKOTA DRIVE
ELEV: 719.54'

No.	REVISIONS	DATE	BY

Kimley»Horn
© 2021 KIMLEY-HORN AND ASSOCIATES, INC.
260 EAST DAVIS STREET, SUITE 100, MCKINNEY, TX 75069
PHONE: 469-301-2580 FAX: 972-239-3820
WWW.KIMLEY-HORN.COM TX F-928

PRELIMINARY
FOR REVIEW ONLY
Not for construction or permit purposes.
Kimley»Horn
Engineer MICHAEL J. CARLISLE
P.E. No. 133972 Date

KHA PROJECT	064462003
DATE	APRIL 2021
SCALE	AS SHOWN
DESIGNED BY	MJC
DRAWN BY	CAT
CHECKED BY	MJC

BEL-AIR VILLAGE
SHERMAN, TEXAS

PID BOUNDARY EXHIBIT

SHEET NUMBER

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

XREFS
xBndy xBldg xSite-Future xSite-SF Ph1 xSite-Grand_Ph1 xSite-SF Ph1-Paving xSite-Grand_Ph1 - Update 20210330 xStreams
PLOTTED BY CARLISLE, MICHAEL 4/14/2021 8:28 AM
PLOT DATE 4/14/2021 8:28 AM
DWG PATH K:\SHR_CIVIL\064462003-SHERMAN / BEL-AIR VILLAGE\CAD\EXHIBITS
DWG NAME PID BOUNDARY EXHIBIT.dwg

APPENDIX B-1
ESTIMATED COSTS OF AUTHORIZED IMPROVEMENTS

BEL AIR VILLAGE - SHERMAN, TX

BUDGET SUMMARY

4/16/2021

	PHASE 1				FUTURE PHASES				OVERALL PROJECT TOTALS			
NUMBER OF ACRES	58.5				153.5				212.0			
NUMBER OF LOTS	327				618				945			
	TOTAL	PID DIRECT	PID MI	NON-PID	TOTAL	PID DIRECT	PID MI	NON-PID	TOTAL	PID DIRECT	PID MI	NON-PID
ENGINEERING, CONSULTING, CITY FEES	1,339,464	916,459	336,736	86,269	2,782,955	2,072,216	710,739	0	4,122,419	2,988,675	1,047,475	86,269
EXCAVATION AND EROSION CONTROL	1,968,806	576,156	206,651	1,185,999	4,240,163	945,506	40,269	3,254,388	6,208,969	1,521,662	246,920	4,440,387
WATER SYSTEMS	729,393	713,377	16,016	0	1,632,722	1,311,238	321,485	0	2,362,115	2,024,614	337,501	0
SANITARY SEWER	1,021,866	863,168	158,699	0	2,052,577	1,427,124	484,095	141,358	3,074,443	2,290,291	642,793	141,358
STORM SEWER	1,662,616	1,501,598	139,147	0	2,659,119	2,227,529	358,871	72,719	4,321,735	3,729,127	498,018	72,719
PAVING	2,168,179	2,126,609	41,570	0	5,840,421	5,587,343	253,078	0	8,008,599	7,713,952	294,648	0
SITE FENCING / RETAINING WALLS / LANDSCAPE	1,079,065	188,947	452,500	437,618	1,126,309	356,000	0	770,309	2,205,374	544,947	452,500	1,207,927
DRY UTILITIES	89,400	0	0	89,400	27,000	0	0	27,000	116,400	0	0	116,400
SUB-TOTAL CONSTRUCTION COST	**10,058,789**	**6,886,313**	**1,351,320**	**1,799,286**	**20,361,265**	**13,926,956**	**2,168,535**	**4,265,774**	**30,420,054**	**20,813,268**	**3,519,855**	**6,065,061**
PER LOT COST	30,761	21,059	4,132	5,502	32,947	22,536	3,509	6,903	32,191	22,025	3,725	6,418
10% CONTINGENCY	1,005,879	688,631	135,132	179,929	2,036,127	1,392,696	216,854	426,577	3,042,005	2,081,327	351,985	606,506
SUB-TOTAL WITH CONTINGENCY	11,064,668	7,574,944	1,486,452	1,979,215	22,397,392	15,319,651	2,385,389	4,692,352	33,462,059	22,894,595	3,871,840	6,671,567
ROLLBACK TAXES	87,795	0	0	87,795	230,220	0	0	230,220	318,015	0	0	318,015
TOTAL CONSTRUCTION COST	**11,152,463**	**7,574,944**	**1,486,452**	**2,067,010**	**22,627,612**	**15,319,651**	**2,385,389**	**4,922,572**	**33,780,074**	**22,894,595**	**3,871,840**	**6,989,582**
PER LOT COST	34,105	23,165	4,546	6,321	36,614	24,789	3,860	7,965	35,746	24,227	4,097	7,396

BELAIR BLVD	
CITY	
PHASE 1	FUTURE PHASES
223,468	301,519
28,766	53,839
144,768	144,794
0	0
74,521	143,255
814,923	1,310,592
182,840	218,850
7,200	27,000
1,476,486	**2,199,848**
3,676,335	
$3,890	

NOTES

1 **ROLLBACK TAXES ESTIMATED AT $1,500 PER ACRE**

2 **NO PARK DEDICATION FEES ARE REQUIRED**

3 WATER METER IMPACT FEE TO THE BUILDER FOR A 3/4" METER IS $1,000.00 PER BUILDING PERMIT.

4 SEWER IMPACT FEE TO THE BUILDER AT $500.00 PER BUILDING PERMIT

5 ROADWAY IMPACT FEES AT $1,000.00 PER SINGLE FAMILY BUILDING PERMIT

6 BUILDING PERMIT / INSPECTION FEES = $0.30 PER SQUARE FOOT PLUS $25.00

7 CITY CONTRACTS AND PAYS FOR ALL PUBLIC INFRASTRUCTURE CMT

8 MOISTURE CONDITIONING (PADS) & CMT ASSUMED, NO GEOTECH AVAILABLE **(PHASE 1 = $1,084,546)**

9 UNCLASSIFIED EXCAVATION (FILL) TAKEN FROM FUTURE PHASES

10 CLEARING OF OFFSITE SANITARY MAIN 100% PID ELIGIBLE, VERIFY ACREAGE FOR BUDGET

11 SANITARY MANHOLES DO NOT REQUIRE REQUIRE COATING

12 DEVELOPER PAYS CITY FOR STREET SIGNS, CITY INSTALLS

13 STREETLIGHTS SHALL BE INSTALLED BY FRANCHISE PROVIDER AND APPROVED BY CITY (WILL REQUIRE PHOTOMETRIC PLAN)

14 VERIFY DETENTION POND BUILT IN PHASE 1, KEEP DRY IF POSSIBLE (2 BUBBLERS INCLUDED IN BUDGET)

15 INTERNAL PARK BUDGET NOT FINALIZED UNTIL EXTENT OF IMPROVEMENTS ARE KNOWN

16 WATER METERS ENGINEERED TOWARDS VALUE (300% INCREASE IN CITY WATER IMPACT FEES 2" VS. 1")

17 **GRAND AVENUE** - LANDSCAPE/IRRIGATION BUDGETED, NO OTHER COSTS INCLUDED [CITY PAYING FOR STREET VIA TIRZ?]

18 **GRAND AVENUE** - 8" PAVEMENT UNIT PRICE TO INCLUDE 17' MEDIAN, NO MEDIAN NOSES BUDGETED (4 MAX)

19 IS TRAFFIC LIGHT & DECELERATION LANE TIRZ FUNDED?

LOT COUNTS

LOT SIZE	PHASE 1	FUTURE PHASES	TOTAL
25'S	98	89	**187**
30's	0	79	**79**
40'S	124	136	**260**
50's	105	245	**350**
60's	0	69	**69**
TOTAL LOTS	327	618	**945**
ACREAGE	58.530	153.500	212.030

BEL AIR VILLAGE - SHERMAN, TX
PHASE 1 - BUDGET

4/16/2021

ENGINEERING, CONSULTING, AND FEES

ITEM NO.	DESCREIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PID DIRECT	PID MI	NON-PID
1	CIVIL ENGINEERING AND SURVEYING	LOT	327	$1,800.00	$588,600.00	$391,450.00	$147,150.00	$50,000.00
2	RECORD EASEMENT REVIEW	LS	0	$11,625.00	$0.00	$0.00	$0.00	$0.00
3	CONSTRUCTION MANAGEMENT	LOT	327	$1,500.00	$490,500.00	$367,875.00	$122,625.00	$0.00
4	INSPECTION FEES	%	4.0%	$3,908,634.56	$156,345.38	$117,259.04	$39,086.35	$0.00
5	CITY APPLICATION FEES	LS	1	$1,500.00	$1,500.00	$1,125.00	$375.00	$0.00
6	PRO-RATA	LS	0	$377,440.00	$0.00	$0.00	$0.00	$0.00
7	PARKLAND DEDICATION FEES	LOT	327	$0.00	$0.00	$0.00	$0.00	$0.00
8	FINAL SOILS REPORT	LOT	1	$30,000.00	$30,000.00	$22,500.00	$7,500.00	$0.00
9	CMT	%	0.80%	$3,908,634.56	$31,269.08	$0.00	$0.00	$31,269.08
10	TRAFFIC IMPACT ANALYSIS	LS	0	$0.00	$0.00	$0.00	$0.00	$0.00
11	PHOTOMETRIC & LIGHTING PLANS	LS	1	$1,250.00	$1,250.00	$1,250.00	$0.00	$0.00
12	LANDSCAPE ARCHITECT	LS	1	$40,000.00	$40,000.00	$15,000.00	$20,000.00	$5,000.00
	TOTAL - ENGINEERING, CONSULTING, AND FEES:				**$1,339,464.46**	$916,459.04	$336,736.35	$86,269.08
				PER LOT:	**$4,096**	$2,803	$1,030	$264

GRADING AND SITE PREPARATION

EXCAVATION

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PID DIRECT	PID MI	Regional D NON-PID
1	CONSTRUCTION ENTRANCE	EA	1	$2,000.00	$2,000.00	$2,000.00	$0.00	$0.00
2	CLEARING AND GRUBBING	AC	58.53	$2,000.00	$117,060.00	$117,060.00	$0.00	$0.00
3	DEMO EXISTING STRUCTURES	LS	1	$30,000.00	$30,000.00	$30,000.00	$0.00	$0.00
4	DRAIN & DEMUCK POND	EA	1	$25,000.00	$25,000.00	$25,000.00	$0.00	$0.00
5	CAP EXISTING WELL	EA	1	$4,500.00	$4,500.00	$4,500.00	$0.00	$0.00
6	CLEARING OF SANITARY SEWER MAIN EASEMENT (OFFSITE)	AC	5	$3,500.00	$17,500.00	$0.00	$17,500.00	$0.00
7	UNCLASSIFIED EXCAVATION (CUT)	CY	28,000	$2.30	$64,400.00	$64,400.00	$0.00	$0.00
8	UNCLASSIFIED EXCAVATION (FILL FROM FUTURE PHASES)	CY	144,000	$2.30	$331,200.00	$198,720.00	$132,480.00	$0.00
9	DETENTION POND UNCLASSIFIED EXCAVATION (CUT)	CY	34,863	$2.30	$80,184.90	$48,439.70	$27,992.55	$3,752.65
10	MOISTURE CONDITIONING 8' - OVER EXCAVATION	CY	406,371	$2.30	$934,653.30	$0.00	$0.00	$934,653.30
11	POLY SEAL LOTS	LOT	327	$400.00	$130,800.00	$0.00	$0.00	$130,800.00
12	CMT (MOISTURE CONDITIONING)	LS	2%	$934,653.30	$18,693.07	$0.00	$0.00	$18,693.07
13	ROUGH LOT BENCHING	LOT	327	$150.00	$49,050.00	$0.00	$0.00	$49,050.00
14	FINAL LOT BENCHING	LOT	327	$150.00	$49,050.00	$0.00	$0.00	$49,050.00
	TOTAL - EXCAVATION WITH NO MOISTURE CONDITIONING:				**$1,854,091.27**	$490,119.70	$177,972.55	$1,185,999.02
				PER LOT:	**$5,670**	$1,499	$544	$3,627

EROSION CONTROL

ITEM NO.		UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PID DIRECT	PID MI	NON-PID
1	SILT FENCE	LF	6,700	$1.45	$9,715.00	$7,286.25	$2,428.75	$0.00
2	INLET PROTECTION	EA	54	$300.00	$16,200.00	$12,150.00	$4,050.00	$0.00
3	SEED DISTURBED AREAS	AC	40.00	$400.00	$16,000.00	$12,000.00	$4,000.00	$0.00
4	4' CURLEX	LF	26,000	$1.30	$33,800.00	$25,350.00	$8,450.00	$0.00
5	SWPPP	LS	1	$3,000.00	$3,000.00	$2,250.00	$750.00	$0.00
6	SWPPP INSPECTIONS	EA	12	$3,000.00	$36,000.00	$27,000.00	$9,000.00	$0.00
	TOTAL - EROSION CONTROL:				**$114,715.00**	$86,036.25	$28,678.75	$0.00
				PER LOT:	**$351**	$263	$88	$0

WET UTILITIES

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PID DIRECT	PID MI	NON-PID
	UTILITIES - WATER SYSTEMS							
1	8" AWWA C900 PVC WATERLINE & FITTINGS	LF	10,845	$24.00	$260,280.00	$260,280.00	$0.00	$0.00
2	12" AWWA C900 PVC WATERLINE & FITTINGS	LF	0	$36.00	$0.00	$0.00	$0.00	$0.00
3	20" x 12" TEE	EA	0	$2,500.00	$0.00	$0.00	$0.00	$0.00
4	12" GATE VALVE & BOX	EA	0	$5,000.00	$0.00	$0.00	$0.00	$0.00
5	8" GATE VALVE & BOX	EA	44	$1,300.00	$57,200.00	$54,600.00	$2,600.00	$0.00
6	3/4" IRRIGATION SERVICES	EA	8	$800.00	$6,400.00	$5,600.00	$800.00	$0.00
7	3/4" SINGLE WATER SERVICE	EA	327	$800.00	$261,600.00	$261,600.00	$0.00	$0.00
8	FIRE HYDRANT ASSEMBLY	EA	23	$4,000.00	$92,000.00	$80,000.00	$12,000.00	$0.00
9	TRENCH SAFTEY	LF	10,845	$1.00	$10,845.00	$10,845.00	$0.00	$0.00
10	TESTING (CITY-REQUIRED)	LF	10,845	$1.20	$13,014.00	$13,014.00	$0.00	$0.00
11	PAYMENT, PERFORMANCE, &MAINTENANCE BOND	LF	4%	$701,339.00	$28,053.56	$27,437.56	$616.00	$0.00
	SUBTOTAL UTILITIES - WATER SYSTEMS:				**$729,392.56**	$713,376.56	$16,016.00	$0.00
				PER LOT:	**$2,231**	$2,182	$49	$0
	UTILITIES - SANITARY SEWER							
1	8" SDR-35 PVC PIPE	LF	10,156	$28.00	$284,368.00	$284,368.00	$0.00	$0.00
2	4.0' DIAMETER MANHOLE	EA	28	$4,600.00	$128,800.00	$128,800.00	$0.00	$0.00
3	8" SDR-35 PVC PIPE (TRUNK SEWER A)	LF	598	$28.00	$16,744.00	$6,697.60	$10,046.40	$0.00
4	10" SDR-26 PVC PIPE (TRUNK SEWER A)	LF	1,062	$36.00	$38,232.00	$15,292.80	$22,939.20	$0.00
5	12" SDR-26 PVC PIPE (TRUNK SEWER A)	LF	1,160	$50.00	$58,000.00	$23,200.00	$34,800.00	$0.00
6	15" SDR-26 PVC PIPE (TRUNK SEWER A)	LF	1,318	$60.00	$79,080.00	$31,632.00	$47,448.00	$0.00
7	4.0' DIAMETER MANHOLE (TRUNK SEWER A)	EA	7	$4,600.00	$32,200.00	$12,880.00	$19,320.00	$0.00
8	5.0' DIAMETER MANHOLE (TRUNK SEWER A)	EA	5	$6,500.00	$32,500.00	$13,000.00	$19,500.00	$0.00
9	CONNECT TO EXISTING MANHOLE (TRUNK SEWER A)	EA	1	$500.00	$500.00	$200.00	$300.00	$0.00
10	CONCRETE ENCASEMENT	LF	0	$100.00	$0.00	$0.00	$0.00	$0.00
11	4" SDR-35 SEWER SERVICES	EA	327	$875.00	$286,125.00	$286,125.00	$0.00	$0.00
12	END & 8" PLUG FOR FUTURE DEVELOPMENT	EA	2	$500.00	$1,000.00	$1,000.00	$0.00	$0.00
13	TRENCH SAFTEY	LF	10,156	$1.00	$10,156.00	$10,156.00	$0.00	$0.00
14	TESTING (CITY-REQUIRED)	LF	10,156	$0.75	$7,617.00	$7,617.00	$0.00	$0.00
15	TRENCH SAFTEY (TRUNK SEWER A)	LF	4,138	$1.00	$4,138.00	$1,655.20	$2,482.80	$0.00
16	TESTING (CITY-REQUIRED) (TRUNK SEWER A)	LF	4,138	$0.75	$3,103.50	$1,241.40	$1,862.10	$0.00
17	PAYMENT, PERFORMANCE, &MAINTENANCE BOND	LS	4%	982,563.50	$39,302.54	$39,302.54	$0.00	$0.00
	SUBTOTAL UTILITIES - SANITARY SEWER:				**$1,021,866.04**	$863,167.54	$158,698.50	$0
				PER LOT:	**$3,125**	$2,640	$485	$0
	UTILITIES - STORM SEWER - PID DIRECT							
1	4' x 4' R.C.B	LF	160	$275.00	$44,000.00	$44,000.00	$0.00	$0.00
2	5' x 4' R.C.B	LF	359	$300.00	$107,700.00	$107,700.00	$0.00	$0.00
3	48" Class III RCP	LF	897	$180.00	$161,460.00	$161,460.00	$0.00	$0.00
4	42" Class III RCP	LF	486	$150.00	$72,900.00	$72,900.00	$0.00	$0.00
5	36 " Class III RCP	LF	858	$110.00	$94,380.00	$94,380.00	$0.00	$0.00
6	30" Class III RCP	LF	700	$80.00	$56,000.00	$56,000.00	$0.00	$0.00
7	24" Class III RCP	LF	1,519	$60.00	$91,140.00	$91,140.00	$0.00	$0.00
8	18" Class III RCP	LF	2,269	$53.00	$120,257.00	$120,257.00	$0.00	$0.00
9	3' x 3' JUNCTION BOX	EA	1	$3,000.00	$3,000.00	$3,000.00	$0.00	$0.00
10	4' x 4' JUNCTION BOX	EA	4	$3,800.00	$15,200.00	$15,200.00	$0.00	$0.00
11	5' x 5' JUNCTION BOX	EA	1	$4,500.00	$4,500.00	$4,500.00	$0.00	$0.00
12	6' x 6' JUNCTION BOX	EA	3	$6,500.00	$19,500.00	$19,500.00	$0.00	$0.00
13	7' x 7' JUNCTION BOX	EA	1	$8,500.00	$8,500.00	$8,500.00	$0.00	$0.00
14	10' CURB INLET	EA	66	$3,750.00	$247,500.00	$247,500.00	$0.00	$0.00
15	TRENCH SAFETY	LF	7,248	$1.00	$7,248.00	$7,248.00	$0.00	$0.00
16	TESTING (CITY-REQUIRED)	LF	7,248	$1.00	$7,248.00	$7,248.00	$0.00	$0.00
17	PAYMENT, PERFORMANCE, &MAINTENANCE BOND	LS	4%	$1,060,533.00	$42,421.32	$42,421.32	$0.00	$0.00
	SUBTOTAL UTILITIES - STORM SEWER:				**$1,102,954.32**	$1,102,954.32	$0.00	$0.00
				PER LOT:	**$3,373**	$3,373	$0	$0
	UTILITIES - STORM SEWER - MASTER IMPROVEMENT - LINE B							Total Infr
1	5' x 5' R.C.B	LF	177	$350.00	$61,950.00	$51,362.75	$6,610.07	$3,977.19
2	(3) 8' x 4' R.C.B.	LF	50	$1,900.00	$95,000.00	$61,835.50	$33,164.50	$4,446.00
3	48" Class III RCP	LF	756	$180.00	$136,080.00	$96,439.90	$39,640.10	$23,841.22
4	36 " Class III RCP	LF	441	$110.00	$48,510.00	$34,379.04	$14,130.96	$8,498.95
5	24" Class III RCP	LF	804	$60.00	$48,240.00	$34,187.69	$14,052.31	$8,451.65
6	18" Class III RCP	LF	160	$53.00	$8,480.00	$6,009.78	$2,470.22	$1,485.70
7	4' x 4' JUNCTION BOX	EA	2	$3,800.00	$7,600.00	$5,386.12	$2,213.88	$0.00
8	6' x 6' JUNCTION BOX	EA	1	$6,500.00	$6,500.00	$4,606.55	$1,893.45	$0.00
9	7' x 7' JUNCTION BOX	EA	1	$8,500.00	$8,500.00	$7,593.05	$906.95	$545.70
10	10' x 10' CUSTOM DETENTION OUTFALL JUNCTION BOX	EA	1	$10,000.00	$10,000.00	$6,509.00	$3,491.00	$468.00
11	10' CURB INLET	EA	15	$3,750.00	$56,250.00	$33,750.00	$7,500.00	$15,000.00
12	RIP-RAP	SY	50	$85.00	$4,250.00	$3,523.68	$453.48	$272.85
13	5' x 5' HEADWALL	EA	1	$20,000.00	$20,000.00	$16,582.00	$2,134.00	$1,284.00
14	CUSTOM HEADWALL	EA	1	$22,000.00	$22,000.00	$13,290.20	$7,680.20	$1,029.60
15	TRENCH SAFETY	LF	2,388	$1.00	$2,388.00	$1,979.89	$254.80	$153.31
16	TESTING (CITY-REQUIRED)	LF	2,388	$1.00	$2,388.00	$1,979.89	$254.80	$153.31
17	PAYMENT, PERFORMANCE, &MAINTENANCE BOND	LS	4%	$538,136.00	$21,525.44	$19,228.68	$2,296.76	$1,381.93
	SUBTOTAL UTILITIES - STORM SEWER:				**$559,661.44**	$398,643.69	$139,147.49	$70,989.40
				PER LOT:	**$1,712**	$1,219	$426	$217
	TOTAL WET UTILITIES:				**$3,413,874.36**	$3,078,142.11	$313,861.99	$70,989.40
				PER LOT:	**$10,440**	$9,413	$960	$217

PAVING

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PID DIRECT	PID MI	NON-PID
1	LOCAL STREET (6" REINFORCED CONCRETE PVMT.)	SY	36,875	$35.00	$1,290,625.00	$1,290,625.00	$0.00	$0.00
2	ALLEY (6" REINFORCED CONCRETE PVMT.)	SY	4,273	$41.00	$175,193.00	$175,193.00	$0.00	$0.00
3	SLIP ROAD (6" REINFORCED CONCRETE PVMT.)	SY	936	$41.00	$38,376.00	$38,376.00	$0.00	$0.00
4	GRAND AVE (8" REINFORCED CONCRETE PVMT.)	SY	0	$55.00	$0.00	$0.00	$0.00	$0.00
5	8" SUBGRADE PREP (LOCAL STREET)	SY	36,875	$3.50	$129,062.50	$129,062.50	$0.00	$0.00
6	8" SUBGRADE PREP (ALLEY)	SY	4,273	$3.50	$14,955.50	$14,955.50	$0.00	$0.00
7	8" SUBGRADE PREP (SLIP ROAD)	SY	936	$3.50	$3,276.00	$3,276.00	$0.00	$0.00
8	8" SUBGRADE PREP (GRAND AVE)	SY	0	$3.50	$0.00	$0.00	$0.00	$0.00
9	HYDRATED LIME (36#/SY) (LOCAL STREET)	TON	1,328	$175.00	$232,312.50	$232,312.50	$0.00	$0.00
10	HYDRATED LIME (36#/SY) (ALLEY)	TON	154	$175.00	$26,919.90	$26,919.90	$0.00	$0.00
11	HYDRATED LIME (36#/SY) (SLIP ROAD)	TON	34	$175.00	$5,896.80	$5,896.80	$0.00	$0.00
12	HYDRATED LIME (36#/SY) (GRAND AVE)	TON	0	$175.00	$0.00	$0.00	$0.00	$0.00
13	5' CONCRETE SIDEWALK	SF	14,000	$5.60	$78,400.00	$67,760.00	$10,640.00	$0.00
14	6' CONCRETE SIDEWALK	LF	0	$32.00	$0.00	$0.00	$0.00	$0.00
15	REMOVE BARRICADE & CONNECT TO EXISTING	EA	2	$650.00	$1,300.00	$1,300.00	$0.00	$0.00
16	STREET BARRICADE	EA	3	$2,500.00	$7,500.00	$0.00	$7,500.00	$0.00
17	PAVEMENT HEADER	LF	90	$33.00	$2,970.00	$2,970.00	$0.00	$0.00
18	BARRIER FREE RAMP	EA	39	$2,000.00	$78,000.00	$74,000.00	$4,000.00	$0.00
19	PAYMENT, PERFORMANCE, &MAINTENANCE BOND	LS	4%	$2,084,787.20	$83,391.49	$63,961.49	$19,430.00	$0.00
	TOTAL PAVING:				**$2,168,178.69**	$2,126,608.69	$41,570.00	$0.00
				PER LOT:	**$6,631**	$6,503	$127	$0

SITE FENCING / RETAINING WALLS / LANDSCAPE

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PID DIRECT	PID MI	NON-PID
1	1' - 2' RETAINING WALL (MINIMUM HEIGHT)	SF	2,000	$10.50	$21,000.00	$0.00	$0.00	$21,000.00
2	2' RETAINING WALL	SF	7,080	$10.50	$74,340.00	$0.00	$0.00	$74,340.00
3	3' RETAINING WALL	SF	2,670	$10.50	$28,035.00	$0.00	$0.00	$28,035.00
4	4' RETAINING WALL	SF	2,880	$10.50	$30,240.00	$0.00	$0.00	$30,240.00
5	5' RETAINING WALL	SF	3,150	$11.50	$36,225.00	$0.00	$0.00	$36,225.00
6	7' RETAINING WALL	SF	1,225	$12.50	$15,312.50	$0.00	$0.00	$15,312.50
7	8' RETAINING WALL	SF	720	$13.50	$9,720.00	$0.00	$0.00	$9,720.00
8	9' RETAINING WALL	SF	2,115	$14.50	$30,667.50	$0.00	$0.00	$30,667.50
9	14' RETAINING WALL	SF	2,800	$20.50	$57,400.00	$0.00	$0.00	$57,400.00
10	PERIMETER SCREENING WALL (6' Masonry)	LF	1,900	$100.00	$190,000.00	$0.00	$190,000.00	$0.00
11	MAIN ENTRY FEATURE	EA	1	$75,000.00	$75,000.00	$0.00	$75,000.00	$0.00
12	TREES	EA	100	$450.00	$45,000.00	$0.00	$45,000.00	$0.00
13	COMMON AREA LANDSCAPE/IRRIGATION	SF	75,000	$1.90	$142,500.00	$0.00	$142,500.00	$0.00
14	POND BUBBLER	EA	2	$15,000.00	$30,000.00	$0.00	$0.00	$30,000.00
15	6' WOOD FENCE (EAST PROPERTY LINE)	LF	1,600	$40.00	$64,000.00	$0.00	$0.00	$64,000.00
16	INTERNAL PARK (Landscape & Irrigation)	SF	39,649	$3.00	$118,947.00	$118,947.00	$0.00	$0.00
17	PARK FENCING (Wrought Iron)	LF	600	$40.00	$24,000.00	$24,000.00	$0.00	$0.00
18	ELECTRIC METER SET UP FEES	EA	8	$3,500.00	$28,000.00	$21,000.00	$0.00	$7,000.00
19	3/4" WATER METERS AND IMPACT FEES	EA	8	$1,000.00	$8,000.00	$6,000.00	$0.00	$2,000.00
20	MAILBOX CLUSTER	EA	20	$1,550.00	$31,678.13	$0.00	$0.00	$31,678.13
21	STREET SIGNS	EA	19	$1,000.00	$19,000.00	$19,000.00	$0.00	$0.00
	TOTAL - SITE FENCING / RETAINING WALLS / LANDSCAPE:				**$1,079,065.13**	$188,947.00	$452,500.00	$437,618.13
				PER LOT:	**$3,300**	$578	$1,384	$1,338

DRY UTILITIES

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PID DIRECT	PID MI	NON-PID
1	ELECTRIC SERVICE	LOT	327	$0.00	$0.00	$0.00	$0.00	$0.00
2	GAS SERVICE	LOT	327	$0.00	$0.00	$0.00	$0.00	$0.00
3	OVERHEAD POLE RELOCATION	LS	1	$75,000.00	$75,000.00	$0.00	$0.00	$75,000.00
4	STREET LIGHTS	EA	17	$0.00	$0.00	$0.00	$0.00	$0.00
5	STREET LIGHT CROSSINGS	LF	800	18.00	$14,400.00	$0.00	$0.00	$14,400.00
	TOTAL - DRY UTILITIES:				**$89,400.00**	$0.00	$0.00	$89,400.00
				PER LOT:	**$273**	$0	$0	$273

ROLLBACK TAXES

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PID DIRECT	PID MI	NON-PID
1	ROLLBACK TAXES	AC	58.5	$1,500.00	$87,795.00	$0.00	$0.00	$87,795.00
	TOTAL - ROLLBACK TAXES:				**$87,795**	$0	$0	$87,795
				PER LOT:	**$268**	$0	$0	$268
	GRAND TOTAL - PHASE 1				**$10,146,583.90**	$6,886,312.79	$1,351,319.63	$1,958,070.63

BEL AIR VILLAGE - SHERMAN, TX
FUTURE PHASES - BUDGET

4/16/2021

ENGINEERING, CONSULTING, AND FEES

ITEM NO.	DESCREIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PID DIRECT	PID MI	NON-PID
1	CIVIL ENGINEERING AND SURVEYING	LOT	618	$1,800.00	$1,112,400.00	$834,300.00	$278,100.00	$0.00
2	RECORD EASEMENT REVIEW	LS	0	$11,625.00	$0.00	$0.00	$0.00	$0.00
3	CONSTRUCTION MANAGEMENT	LOT	618	$1,500.00	$927,000.00	$695,250.00	$231,750.00	$0.00
4	INSPECTION FEES	%	4.0%	$12,184,838.47	$487,393.54	$365,545.15	$121,848.38	$0.00
5	CITY APPLICATION FEES	LS	1	$3,000.00	$3,000.00	$2,250.00	$750.00	$0.00
6	PRO-RATA	LOT	0	$1,150.00	$0.00	$0.00	$0.00	$0.00
7	PARKLAND DEDICATION FEES	LOT	618	$0.00	$0.00	$0.00	$0.00	$0.00
8	FINAL SOILS REPORT	LOT	618	$100.00	$61,800.00	$46,350.00	$15,450.00	$0.00
9	CMT	%	0.8%	$16,263,926.47	$130,111.41	$97,583.56	$32,527.85	$0.00
10	TRAFFIC IMPACT ANALYSIS	LS	0	$0.00	$0.00	$0.00	$0.00	$0.00
11	PHOTOMETRIC & LIGHTING PLANS	LS	1	$1,250.00	$1,250.00	$937.50	$312.50	$0.00
12	LANDSCAPE ARCHITECT	LS	1	$60,000.00	$60,000.00	$30,000.00	$30,000.00	$0.00
	TOTAL - ENGINEERING, CONSULTING, AND FEES:				**$2,782,954.95**	$2,072,216.21	$710,738.74	$0.00
				PER LOT:	**$4,503.16**	**$3,353.10**	**$1,150.06**	**$0.00**

GRADING AND SITE PREPARATION

EXCAVATION

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PID DIRECT	PID MI	NON-PID
1	CONSTRUCTION ENTRANCE	EA	1	$2,000.00	$2,000.00	$2,000.00	$0.00	$0.00
2	CLEARING AND GRUBBING	AC	149.90	$2,000.00	$299,800.00	$299,800.00	$0.00	$0.00
3	DEMO EXISTING STRUCTURES	LS	1	$20,000.00	$20,000.00	$20,000.00	$0.00	$0.00
4	DRAIN & DEMUCK POND	EA	0	$25,000.00	$0.00	$0.00	$0.00	$0.00
5	CAP EXISTING WELL	EA	1	$4,500.00	$4,500.00	$4,500.00	$0.00	$0.00
6	CLEARING OF SANITARY SEWER MAIN EASEMENT (OFFSITE)	AC	2	$2,000.00	$4,000.00	$4,000.00	$0.00	$0.00
7	UNCLASSIFIED EXCAVATION (CUT)	LOT	618	$2,000.00	$1,236,000.00	$494,400.00	$0.00	$741,600.00
8	UNCLASSIFIED EXCAVATION (FILL)	LOT	618	$0.00	$0.00	$0.00	$0.00	$0.00
9	MOISTURE CONDITIONING 8' - OVER EXCAVATION	LOT	618	$3,300.00	$2,039,400.00	$0.00	$0.00	$2,039,400.00
10	POLY SEAL LOTS	LOT	618	$400.00	$247,200.00	$0.00	$0.00	$247,200.00
11	CMT (MOISTURE CONDITIONING)	LS	2%	$2,039,400.00	$40,788.00	$0.00	$0.00	$40,788.00
12	ROUGH LOT BENCHING	LOT	618	$150.00	$92,700.00	$0.00	$0.00	$92,700.00
13	FINAL LOT BENCHING	LOT	618	$150.00	$92,700.00	$0.00	$0.00	$92,700.00
	TOTAL - EXCAVATION WITH NO MOISTURE CONDITIONING:				**$4,079,088.00**	$824,700.00	$0.00	$3,254,388.00
				PER LOT:	$6,600.47	$1,334.47	$0.00	$5,266.00

EROSION CONTROL

ITEM NO.		UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PID DIRECT	PID MI	NON-PID
1	SILT FENCE	LF	23,000	$1.35	$31,050.00	$23,287.50	$7,762.50	$0.00
2	INLET PROTECTION	EA	54	$200.00	$10,800.00	$8,100.00	$2,700.00	$0.00
3	SEED DISTURBED AREAS	AC	40.00	$350.00	$14,000.00	$10,500.00	$3,500.00	$0.00
4	4' CURLEX	LF	40,000	$0.50	$20,000.00	$15,000.00	$5,000.00	$0.00
5	SWPPP	LS	1	$1,225.00	$1,225.00	$918.75	$306.25	$0.00
6	SWPPP INSPECTIONS	EA	12	$7,000.00	$84,000.00	$63,000.00	$21,000.00	$0.00
	TOTAL - EROSION CONTROL:				**$161,075.00**	$120,806.25	$40,268.75	$0.00
				PER LOT:	$260.64	$195.48	$65.16	$0.00

WET UTILITIES

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PID DIRECT	PID MI	NON-PID
	UTILITIES - WATER SYSTEMS							
1	8" AWWA C900 PVC WATERLINE & FITTINGS	LF	19,088	$24.00	$458,112.00	$458,112.00	$0.00	$0.00
2	12" AWWA C900 PVC WATERLINE & FITTINGS	LF	3,689	$36.00	$132,804.00	$0.00	$132,804.00	$0.00
3	12" GATE VALVE & BOX	EA	25	$5,000.00	$125,000.00	$0.00	$125,000.00	$0.00
4	8" GATE VALVE & BOX	EA	75	$1,300.00	$97,500.00	$97,500.00	$0.00	$0.00
5	3/4" IRRIGATION SERVICE	EA	5	$800.00	$4,000.00	$800.00	$3,200.00	$0.00
6	3/4" SINGLE WATER SERVICE	EA	618	$800.00	$494,400.00	$494,400.00	$0.00	$0.00
7	FIRE HYDRANT ASSEMBLY	EA	52	$4,000.00	$208,000.00	$168,000.00	$40,000.00	$0.00
8	TRENCH SAFTEY	LF	22,777	$1.00	$22,777.00	$19,088.00	$3,689.00	$0.00
9	TESTING (CITY-REQUIRED)	LF	22,777	$1.20	$27,332.40	$22,905.60	$4,426.80	$0.00
10	PAYMENT, PERFORMANCE, AND MAINTENANCE BOND	LF	4%	$1,569,925.40	$62,797.02	$50,432.22	$12,364.79	$0.00
	SUBTOTAL UTILITIES - WATER SYSTEMS:				**$1,632,722**	$1,311,238	$321,485	$0.00
				PER LOT:	$2,642	$2,122	$520	$0.00

UTILITIES - SANITARY SEWER

1	8" SDR-35 PVC PIPE	LF	19,373	$28.00	$542,444.00	$542,444.00	$0.00	$0.00
2	4.0' DIAMETER MANHOLE	EA	50	$4,600.00	$230,000.00	$230,000.00	$0.00	$0.00
3	8" SDR-35 PVC PIPE (TRUNK SEWER A)	EA	598	$28.00	$16,744.00	$0.00	$16,744.00	$0.00
4	10" SDR-26 PVC PIPE (TRUNK SEWER A)	LF	1,062	$36.00	$38,232.00	$0.00	$38,232.00	$0.00
5	12" SDR-26 PVC PIPE (TRUNK SEWER A)	LF	1,160	$50.00	$58,000.00	$0.00	$58,000.00	$0.00
6	15" SDR-26 PVC PIPE (TRUNK SEWER A)	LF	1,318	$60.00	$79,080.00	$0.00	$79,080.00	$0.00
7	4.0' DIAMETER MANHOLE (TRUNK SEWER A)	EA	7	$4,600.00	$32,200.00	$0.00	$32,200.00	$0.00
8	5.0' DIAMETER MANHOLE (TRUNK SEWER A)	EA	5	$6,500.00	$32,500.00	$0.00	$32,500.00	$0.00
9	CONNECT TO EXISTING MANHOLE (TRUNK SEWER A)	EA	1	$500.00	$500.00	$0.00	$500.00	$0.00
10	10" SDR-26 PVC PIPE (TRUNK SEWER B)	LF	519	$36.00	$18,684.00	$0.00	$2,802.60	$15,881.40
11	12" SDR-26 PVC PIPE (TRUNK SEWER B)	LF	804	$50.00	$40,200.00	$0.00	$6,030.00	$34,170.00
12	15" SDR-26 PVC PIPE (TRUNK SEWER B)	LF	1,042	$60.00	$62,520.00	$0.00	$9,378.00	$53,142.00
13	4.0' DIAMETER MANHOLE (TRUNK SEWER B)	EA	4	$4,600.00	$18,400.00	$0.00	$2,760.00	$15,640.00
14	5.0' DIAMETER MANHOLE (TRUNK SEWER B)	EA	4	$6,500.00	$26,000.00	$0.00	$3,900.00	$22,100.00
15	CONNECT TO EXISTING MANHOLE (TRUNK SEWER B)	EA	1	$500.00	$500.00	$0.00	$75.00	$425.00
16	5.0' DIAMETER DROP MANHOLE	EA	0	$7,500.00	$0.00	$0.00	$0.00	$0.00
17	CONCRETE ENCASEMENT	LF	0	$100.00	$0.00	$0.00	$0.00	$0.00
18	CONNECT TO EXISTING MANHOLE	EA	0	$500.00	$0.00	$0.00	$0.00	$0.00
19	4" SDR-35 SEWER SERVICES	EA	618	$875.00	$540,750.00	$540,750.00	$0.00	$0.00
20	END & 8" PLUG FOR FUTURE DEVELOPMENT	EA	0	$500.00	$0.00	$0.00	$0.00	$0.00
21	TRENCH SAFTEY	LF	19,991	$1.00	$19,991.00	$19,991.00	$0.00	$0.00
22	TESTING (CITY-REQUIRED)	LF	19,991	$0.75	$14,993.25	$14,993.25	$0.00	$0.00
23	TRENCH SAFTEY (TRUNK SEWER A)	LF	4,138	$0.64	$2,648.32	$0.00	$2,648.32	$0.00
24	TESTING (CITY-REQUIRED) (TRUNK SEWER A)	LF	4,138	$48.00	$198,624.00	$0.00	$198,624.00	$0.00
25	TRENCH SAFTEY (TRUNK SEWER B)	LF	2,365	$0.15	$354.75	$0.00	$354.75	$0.00
26	TESTING (CITY-REQUIRED) (TRUNK SEWER B)	LF	2,365	$0.11	$266.06	$0.00	$266.06	$0.00
27	PAYMENT, PERFORMANCE, AND MAINTENANCE BOND	LS	4%	1,973,631.38	$78,945.26	$78,945.26	$0.00	$0.00
	SUBTOTAL UTILITIES - SANITARY SEWER:				**$2,052,577**	$1,427,124	$484,095	$141,358.40
				PER LOT:	$3,321	$2,309	$783	$228.74

UTILITIES - STORM SEWER - PID DIRECT

1	4' x 4' R.C.B	LF	85	$275.00	$23,375.00	$23,375.00	$0.00	$0.00
2	42" Class III RCP	LF	2,189	$150.00	$328,350.00	$328,350.00	$0.00	$0.00
3	36 " Class III RCP	LF	1,117	$110.00	$122,870.00	$122,870.00	$0.00	$0.00
4	30" Class III RCP	LF	2,545	$80.00	$203,600.00	$203,600.00	$0.00	$0.00
5	24" Class III RCP	LF	6,757	$60.00	$405,420.00	$405,420.00	$0.00	$0.00
6	18" Class III RCP	LF	3,332	$53.00	$176,596.00	$176,596.00	$0.00	$0.00
7	3' x 3' JUNCTION BOX	EA	2	$3,000.00	$6,000.00	$6,000.00	$0.00	$0.00
8	4' x 4' JUNCTION BOX	EA	5	$3,800.00	$19,000.00	$19,000.00	$0.00	$0.00
9	5' x 5' JUNCTION BOX	EA	5	$4,500.00	$22,500.00	$22,500.00	$0.00	$0.00
10	10' CURB INLET	EA	108	$3,750.00	$405,000.00	$405,000.00	$0.00	$0.00
11	RIP-RAP	SY	50	$85.00	$4,250.00	$4,250.00	$0.00	$0.00
12	36" HEADWALL	EA	1	$4,400.00	$4,400.00	$4,400.00	$0.00	$0.00
13	42" HEADWALL	EA	3	$6,500.00	$19,500.00	$19,500.00	$0.00	$0.00
14	4' x 4' HEADWALL	EA	1	$18,750.00	$18,750.00	$18,750.00	$0.00	$0.00
15	TRENCH SAFETY	LF	16,025	$1.00	$16,025.00	$16,025.00	$0.00	$0.00
16	TESTING (CITY-REQUIRED)	LF	16,025	$1.00	$16,025.00	$16,025.00	$0.00	$0.00
17	PAYMENT, PERFORMANCE, AND MAINTENANCE BOND	LS	4%	$1,791,661.00	$71,666.44	$71,666.44	$0.00	$0.00
	SUBTOTAL UTILITIES - STORM SEWER:				**$1,863,327**	$1,863,327	$0	$0
				PER LOT:	$3,015	$3,015	$0	$0

UTILITIES - STORM SEWER - IMPORVEMENTS LINE C

1	24" Class III RCP	LF	88	$60.00	$5,280.00	$2,640.00	$2,640.00	$0.00
2	18" Class III RCP	LF	83	$53.00	$4,399.00	$0.00	$4,399.00	$0.00
3	3' x 3' JUNCTION BOX	EA	0	$3,000.00	$0.00	$0.00	$0.00	$0.00
4	10' CURB INLET	EA	0	$3,750.00	$0.00	$0.00	$0.00	$0.00
5	TRENCH SAFETY	LF	171	$1.00	$171.00	$0.00	$171.00	$0.00
6	TESTING (CITY-REQUIRED)	LF	171	$1.00	$171.00	$0.00	$171.00	$0.00
7	PAYMENT, PERFORMANCE, AND MAINTENANCE BOND	LS	4%	$10,021.00	$400.84	$0.00	$400.84	$0.00
	SUBTOTAL UTILITIES - STORM SEWER:				**$10,422**	$2,640	$7,782	$0
				PER LOT:	$17	$2,640	$7,782	$0

UTILITIES - STORM SEWER - IMPORVEMENTS LINE D

1	4' x 4' R.C.B	LF	105	$275.00	$28,875.00	$25,987.50	$2,887.50	$0.00
2	42" Class III RCP	LF	238	$150.00	$35,700.00	$32,130.00	$3,570.00	$0.00
3	36 " Class III RCP	LF	297	$110.00	$32,670.00	$29,403.00	$3,267.00	$0.00
4	18" Class III RCP	LF	232	$53.00	$12,296.00	$0.00	$12,296.00	$0.00
5	5' x 5' JUNCTION BOX	EA	0	$4,500.00	$0.00	$0.00	$0.00	$0.00
6	4' x 4' HEADWALL	EA	0	$18,750.00	$0.00	$0.00	$0.00	$0.00
7	10' CURB INLET	EA	3	$3,750.00	$11,250.00	$0.00	$11,250.00	$0.00
8	PAYMENT, PERFORMANCE, AND MAINTENANCE BOND	LS	4%	$120,791.00	$4,831.64	$4,348.48	$483.16	$0.00
	SUBTOTAL UTILITIES - STORM SEWER:				**$125,623**	$91,869	$33,754	$0
				PER LOT:	$203	$149	$55	$0

UTILITIES - STORM SEWER - IMPORVEMENTS LINE G

1	4' x 4' R.C.B	LF	165	$275.00	$45,375.00	$36,300.00	$9,075.00	$0.00
2	42" Class III RCP	LF	134	$150.00	$20,100.00	$16,080.00	$4,020.00	$0.00
3	30" Class III RCP	LF	606	$80.00	$48,480.00	$38,784.00	$9,696.00	$0.00
4	24" Class III RCP	LF	399	$60.00	$23,940.00	$0.00	$23,940.00	$0.00
5	18" Class III RCP	LF	112	$53.00	$5,936.00	$4,748.80	$1,187.20	$0.00
6	4' x 4' JUNCTION BOX	EA	0	$3,800.00	$0.00	$0.00	$0.00	$0.00
7	5' x 5' JUNCTION BOX	EA	0	$4,500.00	$0.00	$0.00	$0.00	$0.00
8	6' x 6' JUNCTION BOX	EA	0	$6,500.00	$0.00	$0.00	$0.00	$0.00
9	10' CURB INLET	EA	3	$3,750.00	$11,250.00	$0.00	$11,250.00	$0.00
10	RIP-RAP	SY	50	$85.00	$4,250.00	$3,400.00	$850.00	$0.00
11	4' x 4' HEADWALL	EA	0	$18,750.00	$0.00	$0.00	$0.00	$0.00
12	TRENCH SAFETY	LF	1,416	$1.00	$1,416.00	$1,132.80	$283.20	$0.00
13	TESTING (CITY-REQUIRED)	LF	1,416	$1.00	$1,416.00	$1,132.80	$283.20	$0.00
14	PAYMENT, PERFORMANCE, AND MAINTENANCE BOND	LS	4%	$162,163.00	$6,486.52	$5,189.22	$1,297.30	$0.00
	SUBTOTAL UTILITIES - STORM SEWER:				**$168,650**	$106,768	$61,882	$0
				PER LOT:	$273	$173	$100	$0

UTILITIES - STORM SEWER - IMPORVEMENTS LINE H

1	5' x 4' R.C.B	LF	223	$300.00	$66,900.00	$33,450.00	$33,450.00	$0.00
2	4' x 4' R.C.B	LF	71	$275.00	$19,525.00	$9,762.50	$9,762.50	$0.00
3	48" Class III RCP	LF	174	$180.00	$31,320.00	$0.00	$31,320.00	$0.00
4	42" Class III RCP	LF	97	$150.00	$14,550.00	$0.00	$14,550.00	$0.00
5	30" Class III RCP	LF	693	$80.00	$55,440.00	$0.00	$55,440.00	$0.00
6	18" Class III RCP	LF	643	$53.00	$34,079.00	$0.00	$34,079.00	$0.00
7	4' x 4' JUNCTION BOX	EA	1	$3,800.00	$3,800.00	$0.00	$3,800.00	$0.00
8	6' x 6' JUNCTION BOX	EA	1	$6,500.00	$6,500.00	$0.00	$6,500.00	$0.00
9	7' x 7' JUNCTION BOX	EA	1	$8,500.00	$8,500.00	$4,250.00	$4,250.00	$0.00
10	10' CURB INLET	EA	6	$3,750.00	$22,500.00	$0.00	$22,500.00	$0.00
11	RIP-RAP	SY	100	$85.00	$8,500.00	$4,250.00	$4,250.00	$0.00
12	5' x 4' HEADWALL	EA	1	$20,000.00	$20,000.00	$10,000.00	$10,000.00	$0.00
13	4' x 4' HEADWALL	EA	1	$18,750.00	$18,750.00	$9,375.00	$9,375.00	$0.00
14	TRENCH SAFETY	LF	1,901	$1.00	$1,901.00	$0.00	$1,901.00	$0.00
15	TESTING (CITY-REQUIRED)	LF	1,901	$1.00	$1,901.00	$0.00	$1,901.00	$0.00
16	PAYMENT, PERFORMANCE, AND MAINTENANCE BOND	LS	4%	$227,741.00	$9,109.64	$0.00	$9,109.64	$0.00
	SUBTOTAL UTILITIES - STORM SEWER:				**$236,851**	$27,875	$208,976	$0
				PER LOT:	$383	$45	$338	$0

UTILITIES - STORM SEWER -R IMPORVEMENTS LINE I

1	48" Class III RCP	LF	459	$180.00	$82,620.00	$53,703.00	$0.00	$28,917.00
2	42" Class III RCP	LF	369	$150.00	$55,350.00	$35,977.50	$0.00	$19,372.50
3	36 " Class III RCP	LF	421	$110.00	$46,310.00	$30,101.50	$0.00	$16,208.50
4	5' x 5' JUNCTION BOX	EA	1	$4,500.00	$4,500.00	$2,925.00	$0.00	$1,575.00
5	7' x 7' JUNCTION BOX	EA	1	$8,500.00	$8,500.00	$5,525.00	$0.00	$2,975.00
6	TRENCH SAFETY	LF	1,249	$1.00	$1,249.00	$811.85	$0.00	$437.15
7	TESTING (CITY-REQUIRED)	LF	1,249	$1.00	$1,249.00	$811.85	$0.00	$437.15
8	PAYMENT, PERFORMANCE, AND MAINTENANCE BOND	LS	4%	$199,778.00	$7,991.12	$5,194.23	$0.00	$2,796.89
	SUBTOTAL UTILITIES - STORM SEWER:				**$207,769**	$135,050	$0	$72,719
				PER LOT:	$336	$219	$0	$118

UTILITIES - STORM SEWER - MASTER IMPORVEMENTS LINE J

1	18" Class III RCP	LF	458	$53.00	$24,274.00	$0.00	$24,274.00	$0.00
2	10' CURB INLET	EA	4	$3,750.00	$15,000.00	$0.00	$15,000.00	$0.00
3	CONNECT TO EXISTING CULVERT	EA	1	$4,500.00	$4,500.00	$0.00	$4,500.00	$0.00
4	TRENCH SAFETY	LF	458	$1.00	$458.00	$0.00	$458.00	$0.00
5	TESTING (CITY-REQUIRED)	LF	458	$1.00	$458.00	$0.00	$458.00	$0.00
6	PAYMENT, PERFORMANCE, AND MAINTENANCE BOND	LS	4%	$44,690.00	$1,787.60	$0.00	$1,787.60	$0.00
	SUBTOTAL UTILITIES - STORM SEWER:				**$46,478**	$0	$46,478	$0
				PER LOT:	$75	$0	$75	$0

PAVING

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PID DIRECT	PID MI	NON-PID
1	LOCAL STREET (6" REINFORCED CONCRETE PVMT.)	SY	66,472	$36.00	$2,392,992.00	$2,392,992.00	$0.00	$0.00
2	ALLEY (6" REINFORCED CONCRETE PVMT.)	SY	5,866	$42.00	$246,372.00	$246,372.00	$0.00	$0.00
3	SLIP ROAD (6" REINFORCED CONCRETE PVMT.)	SY	562	$42.00	$23,604.00	$23,604.00	$0.00	$0.00
4	GRAND AVE PH. 2 (8" REINFORCED CONCRETE PVMT.)	SY	0	$45.00	$0.00	$0.00	$0.00	$0.00
5	LEGACY PARKWAY (8" REINFORCED CONCRETE PVMT.)	SY	15,971	$45.00	$718,695.00	$718,695.00	$0.00	$0.00
6	8" SUBGRADE PREP (LOCAL STREET)	SY	66,472	$3.25	$216,034.00	$216,034.00	$0.00	$0.00
7	8" SUBGRADE PREP (ALLEY)	SY	5,866	$3.25	$19,064.50	$19,064.50	$0.00	$0.00
8	8" SUBGRADE PREP (SLIP ROAD)	SY	562	$3.25	$1,826.50	$1,826.50	$0.00	$0.00
9	8" SUBGRADE PREP (GRAND AVE PH. 2)	SY	0	$3.25	$0.00	$0.00	$0.00	$0.00
10	8" SUBGRADE PREP (LEGACY PARKWAY)	SY	15,971	$3.25	$51,905.75	$51,905.75	$0.00	$0.00
11	HYDRATED LIME (36#/SY) (LOCAL STREET)	TON	2,393	$175.00	$418,773.60	$418,773.60	$0.00	$0.00
12	HYDRATED LIME (36#/SY) (ALLEY)	TON	211	$175.00	$36,955.80	$36,955.80	$0.00	$0.00
13	HYDRATED LIME (36#/SY) (SLIP ROAD)	TON	20	$175.00	$3,540.60	$3,540.60	$0.00	$0.00
14	HYDRATED LIME (36#/SY) (GRAND AVE PH. 2)	TON	0	$175.00	$0.00	$0.00	$0.00	$0.00
15	HYDRATED LIME (36#/SY) (LEGACY PARKWAY)	TON	575	$175.00	$100,617.30	$100,617.30	$0.00	$0.00
16	DECELERATION LANE	LS	0	$150,000.00	$0.00	$0.00	$0.00	$0.00
17	4' CONCRETE SIDEWALK	LF	0	$23.00	$0.00	$0.00	$0.00	$0.00
18	5' CONCRETE SIDEWALK	LF	37,663	$28.00	$1,054,564.00	$1,054,564.00	$0.00	$0.00
19	6' CONCRETE SIDEWALK	LF	4,979	$33.00	$164,307.00	$0.00	$164,307.00	$0.00
20	REMOVE BARRICADE & CONNECT TO EXISTING	EA	12	$650.00	$7,800.00	$0.00	$7,800.00	$0.00
21	STREET BARRICADE	EA	12	$2,500.00	$30,000.00	$0.00	$30,000.00	$0.00
22	PAVEMENT HEADER	LF	189	$33.00	$6,237.00	$0.00	$6,237.00	$0.00
23	BARRIER FREE RAMP	EA	70	$1,750.00	$122,500.00	$87,500.00	$35,000.00	$0.00
24	PAYMENT, PERFORMANCE, AND MAINTENANCE BOND	LS	4%	$5,615,789.05	$224,631.56	$214,897.80	$9,733.76	$0.00
	TOTAL PAVING:				**$5,840,421**	$5,587,343	$253,078	$0
				PER LOT:	$9,451	$9,041	$410	$0

SITE FENCING / RETAINING WALLS / LANDSCAPE

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PID DIRECT	PID MI	NON-PID
1	1' - 2' RETAINING WALL (MINIMUM HEIGHT)	SF	2,000	$10.50	$21,000.00	$0.00	$0.00	$21,000.00
2	2' RETAINING WALL	SF	7,080	$10.50	$74,340.00	$0.00	$0.00	$74,340.00
3	3' RETAINING WALL	SF	2,670	$10.50	$28,035.00	$0.00	$0.00	$28,035.00
4	4' RETAINING WALL	SF	2,880	$10.50	$30,240.00	$0.00	$0.00	$30,240.00
5	5' RETAINING WALL	SF	3,150	$11.50	$36,225.00	$0.00	$0.00	$36,225.00
6	7' RETAINING WALL	SF	1,225	$12.50	$15,312.50	$0.00	$0.00	$15,312.50
7	8' RETAINING WALL	SF	720	$13.50	$9,720.00	$0.00	$0.00	$9,720.00
8	9' RETAINING WALL	SF	2,115	$14.50	$30,667.50	$0.00	$0.00	$30,667.50
9	14' RETAINING WALL	SF	2,800	$20.50	$57,400.00	$0.00	$0.00	$57,400.00
10	PERIMETER SCREENING WALL (6' Masonry)	LF	3,000	$100.00	$300,000.00	$0.00	$0.00	$300,000.00
11	TREES	EA	200	$450.00	$90,000.00	$0.00	$0.00	$90,000.00
12	POND BUBBLER	EA	2	$15,000.00	$30,000.00	$30,000.00	$0.00	$0.00
13	6' WOOD FENCE (EAST PROPERTY LINE)	LF	1,600	$40.00	$64,000.00	$64,000.00	$0.00	$0.00
14	INTERNAL PARK	SF	80,000	$2.75	$220,000.00	$220,000.00	$0.00	$0.00
15	PARK FENCING (Wrought Iron)?	LF	600	$40.00	$24,000.00	$24,000.00	$0.00	$0.00
16	ELECTRIC METER SET UP FEES	EA	5	$3,500.00	$17,500.00	$0.00	$0.00	$17,500.00
17	3/4 WATER METERS AND IMPACT FEES	EA	5	$1,000.00	$5,000.00	$5,000.00	$0.00	$0.00
18	2" WATER METERS AND IMPACT FEES	EA	0	$23,868.00	$0.00	$0.00	$0.00	$0.00
19	TRAFFIC LIGHT (FM 1417 & GRAND AVE.)	EA	0	$350,000.00	$0.00	$0.00	$0.00	$0.00
20	MAILBOX CLUSTER	EA	39	$1,550.00	$59,868.75	$0.00	$0.00	$59,868.75
21	STREET SIGNS	EA	13	$1,000.00	$13,000.00	$13,000.00	$0.00	$0.00
	TOTAL - SITE FENCING / RETAINING WALLS / LANDSCAPE:				**$1,126,309**	$356,000	$0	$770,309
				PER LOT:	$1,823	$576	$0	$1,246

DRY UTILITIES

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PID DIRECT	PID MI	NON-PID
1	ELECTRIC SERVICE	LOT	618	$0.00	$0.00	$0.00	$0.00	$0.00
2	GAS SERVICE	LOT	618	$0.00	$0.00	$0.00	$0.00	$0.00
3	OVERHEAD POLE RELOACTION	LS	0	$75,000.00	$0.00	$0.00	$0.00	$0.00
4	STREET LIGHTS	EA	36	$0.00	$0.00	$0.00	$0.00	$0.00
5	STREET LIGHT CROSSINGS	LF	1500	18.00	$27,000.00	$0.00	$0.00	$27,000.00
	TOTAL - DRY UTILITIES:				**$27,000**	$0	$0	$27,000
				PER LOT:	$44	$0	$0	$44

ROLLBACK TAXES

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PID DIRECT	PID MI	NON-PID
1	ROLLBACK TAXES	AC	153.5	$1,500.00	$230,220.00	$0.00	$0.00	$230,220.00
	TOTAL - DRY UTILITIES:				**$230,220**	$0	$0	$230,220
				PER LOT:	$373	$0	$0	$373
					$20,591,485.17	**$13,926,955.60**	**$2,168,535.22**	**$4,495,994.34**

BEL AIR VILLAGE - SHERMAN, TX
BEL AIR BOULEVARD - PHASE 1 BUDGET

4/16/2021

ENGINEERING, CONSULTING, AND FEES

ITEM NO.	DESCREIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PID DIRECT	PID MI	NON-PID
1	CIVIL ENGINEERING AND SURVEYING	%	10%	$1,253,018.49	$125,301.85	$0.00	$0.00	$125,301.85
2	CONSTRUCTION MANAGEMENT	%	3.5%	$1,253,018.49	$43,855.65	$0.00	$0.00	$43,855.65
3	INSPECTION FEES	%	0%	$1,253,018.49	$0.00	$0.00	$0.00	$0.00
4	FINAL SOILS REPORT	LS	1	$3,000.00	$3,000.00	$0.00	$0.00	$3,000.00
5	CMT	%	2%	$1,253,018.49	$25,060.37	$0.00	$0.00	$25,060.37
6	PHOTOMETRIC & LIGHTING PLANS	LS	1	$1,250.00	$1,250.00	$0.00	$0.00	$1,250.00
7	LANDSCAPE ARCHITECT	LS	1	$25,000.00	$25,000.00	$0.00	$0.00	$25,000.00
	TOTAL - ENGINEERING, CONSULTING, AND FEES:				**$223,468**	$0	$0	$223,468

GRADING AND SITE PREPARATION

EXCAVATION

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PID DIRECT	PID MI	NON-PID
1	CLEARING AND GRUBBING	AC	1.80	$2,000.00	$3,600.00	$0.00	$0.00	$3,600.00
2	UNCLASSIFIED EXCAVATION (CUT)	CY	4,835	$2.30	$11,120.50	$0.00	$0.00	$11,120.50
3	UNCLASSIFIED EXCAVATION (FILL)	CY	1,335	$2.30	$3,070.50	$0.00	$0.00	$3,070.50
	TOTAL - EXCAVATION WITH NO MOISTURE CONDITIONING:				**$17,791**	$0	$0	$17,791

EROSION CONTROL

ITEM NO.		UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PID DIRECT	PID MI	NON-PID
1	SILT FENCE	LF	1,000	$1.35	$1,350.00	$0.00	$0.00	$1,350.00
2	INLET PROTECTION	EA	1	$200.00	$200.00	$0.00	$0.00	$200.00
3	SEED DISTURBED AREAS	AC	0.00	$350.00	$0.00	$0.00	$0.00	$0.00
4	4' CURLEX	LF	2,000	$0.50	$1,000.00	$0.00	$0.00	$1,000.00
5	SWPPP	LS	1	$1,225.00	$1,225.00	$0.00	$0.00	$1,225.00
6	SWPPP INSPECTIONS	EA	12	$600.00	$7,200.00	$0.00	$0.00	$7,200.00
	TOTAL - EROSION CONTROL:				**$10,975**	$0	$0	$10,975

WET UTILITIES

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PID DIRECT	PID MI	NON-PID
	UTILITIES - WATER SYSTEMS							
1	8" AWWA C900 PVC WATERLINE & FITTINGS	LF	60	$24.00	$1,440.00	$0.00	$0.00	$1,440.00
2	12" AWWA C900 PVC WATERLINE & FITTINGS	LF	1,288	$36.00	$46,368.00	$0.00	$0.00	$46,368.00
3	20" x 12" TEE	EA	1	$2,500.00	$10,000.00	$0.00	$0.00	$10,000.00
4	12" GATE VALVE & BOX	EA	9	$5,000.00	$45,000.00	$0.00	$0.00	$45,000.00
5	8" GATE VALVE & BOX	EA	2	$1,300.00	$2,600.00	$0.00	$0.00	$2,600.00
6	24" BUTTERFLY VALVE	EA	1	$10,000.00	$10,000.00	$0.00	$0.00	$10,000.00
7	3/4" IRRIGATION SERVICE	EA	3	$800.00	$2,400.00	$0.00	$0.00	$2,400.00
8	FIRE HYDRANT ASSEMBLY	EA	4	$4,000.00	$16,000.00	$0.00	$0.00	$16,000.00
9	TRENCH SAFTEY	LF	1,348	$2.00	$2,696.00	$0.00	$0.00	$2,696.00
10	TESTING (CITY-REQUIRED)	LF	1,348	$2.00	$2,696.00	$0.00	$0.00	$2,696.00
11	PAYMENT, PERFORMANCE, AND MAINTENANCE BOND	LF	4%	$139,200.00	$5,568.00	$0.00	$0.00	$5,568.00
	SUBTOTAL UTILITIES - WATER SYSTEMS:				**$144,768**	$0	$0	$144,768
	UTILITIES - STORM SEWER - MASTER IMPROVEMENT - LINE B							
								Total Infr
1	5' x 5' R.C.B	LF	11	$350.00	$3,977.19	$0.00	$0.00	$3,977.19
2	(3) 8' x 4' R.C.B.	LF	3	$1,900.00	$6,099.00	$0.00	$0.00	$6,099.00
3	48" Class III RCP	LF	132	$180.00	$23,841.22	$0.00	$0.00	$23,841.22
4	36 " Class III RCP	LF	77	$110.00	$8,498.95	$0.00	$0.00	$8,498.95
5	24" Class III RCP	LF	141	$60.00	$8,451.65	$0.00	$0.00	$8,451.65
6	18" Class III RCP	LF	28	$53.00	$1,485.70	$0.00	$0.00	$1,485.70
7	4' x 4' JUNCTION BOX	EA	0	$3,800.00	$0.00	$0.00	$0.00	$0.00
8	6' x 6' JUNCTION BOX	EA	0	$6,500.00	$0.00	$0.00	$0.00	$0.00
9	7' x 7' JUNCTION BOX	EA	6%	$8,500.00	$545.70	$0.00	$0.00	$545.70
10	10' CURB INLET	EA	4	$3,750.00	$15,000.00	$0.00	$0.00	$15,000.00
11	RIP-RAP	SY	3	$85.00	$272.85	$0.00	$0.00	$272.85
12	5' x 5' HEADWALL	EA	6%	$20,000.00	$1,284.00	$0.00	$0.00	$1,284.00
13	CUSTOM HEADWALL	EA	6%	$22,000.00	$1,412.40	$0.00	$0.00	$1,412.40
14	TRENCH SAFETY	LF	393	$1.00	$393.18	$0.00	$0.00	$393.18
15	TESTING (CITY-REQUIRED)	LF	393	$1.00	$393.18	$0.00	$0.00	$393.18
16	PAYMENT, PERFORMANCE, AND MAINTENANCE BOND	LF	4%	$71,655.01	$2,866.20	$0.00	$0.00	$2,866.20
	SUBTOTAL UTILITIES - STORM SEWER:				**$74,521**	$0	$0	$74,521

PAVING

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PID DIRECT	PID MI	NON-PID
1	GRAND AVE (8" REINFORCED CONCRETE PVMT.)	SY	8,106	$57.00	$462,042.00	$0.00	$0.00	$462,042.00
2	8" SUBGRADE PREP (GRAND AVE)	SY	8,106	$3.25	$26,344.50	$0.00	$0.00	$26,344.50
3	HYDRATED LIME (36#/SY) (GRAND AVE)	TON	292	$175.00	$51,067.80	$0.00	$0.00	$51,067.80
4	6' CONCRETE SIDEWALK	LF	2,105	$33.00	$69,465.00	$0.00	$0.00	$69,465.00
5	STREET BARRICADE	EA	3	$2,500.00	$7,500.00	$0.00	$0.00	$7,500.00
6	PAVEMENT HEADER	LF	210	$33.00	$6,930.00	$0.00	$0.00	$6,930.00
7	BARRIER FREE RAMP	EA	8	$2,000.00	$16,000.00	$0.00	$0.00	$16,000.00
8	DECELERATION LANE ON FM 1417	LS	1	$150,000.00	$150,000.00	$0.00	$0.00	$150,000.00
9	TRAFFIC LIGHT (FM 1417 & GRAND AVE.)	EA	0	$350,000.00	$0.00	$0.00	$0.00	$0.00
10	PAYMENT, PERFORMANCE, AND MAINTENANCE BOND	LF	4%	$639,349.30	$25,573.97	$0.00	$0.00	$25,573.97
	TOTAL PAVING:				**$814,923.27**	$0.00	$0.00	$814,923.27

SITE FENCING / RETAINING WALLS / LANDSCAPE

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PID DIRECT	PID MI	NON-PID
1	TREES	EA	40	$450.00	$18,000.00	$0.00	$0.00	$18,000.00
2	COMMON AREA LANDSCAPE/IRRIGATION	SF	80,000	$1.87	$149,600.00	$0.00	$0.00	$149,600.00
3	ELECTRIC METER SET UP FEES	EA	3	$3,500.00	$10,500.00	$0.00	$0.00	$10,500.00
4	3/4" WATER METERS AND IMPACT FEES	EA	3	$1,000.00	$3,000.00	$0.00	$0.00	$3,000.00
5	STREET SIGNS	EA	4	$435.00	$1,740.00	$0.00	$0.00	$1,740.00
	TOTAL - SITE FENCING / RETAINING WALLS / LANDSCAPE:				**$182,840.00**	$0.00	$0.00	$1,740.00

DRY UTILITIES

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PID DIRECT	PID MI	NON-PID
1	STREET LIGHTS	EA	7	$0.00	$0.00	$0.00	$0.00	$0.00
2	STREET LIGHT CROSSINGS	LF	400	18.00	$7,200.00	$0.00	$0.00	$7,200.00
	TOTAL - DRY UTILITIES:				**$7,200.00**	$0.00	$0.00	$7,200.00

ROLLBACK TAXES

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PID DIRECT	PID MI	NON-PID
1	ROLLBACK TAXES	AC	58.5	$0.00	$0.00	$0.00	$0.00	$0.00
	TOTAL - ROLLBACK TAXES:				**$0**	$0	$0	$0
	GRAND TOTAL - PHASE 1				**$1,476,486.35**	$0.00	$0.00	$1,295,386.35
					$4,515.25			

BEL AIR VILLAGE - SHERMAN, TX
BEL AIR BOULEVARD - FUTURE PHASE BUDGET

4/16/2021

ENGINEERING, CONSULTING, AND FEES

ITEM NO.	DESCREIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PID DIRECT	PID MI	NON-PID
1	CIVIL ENGINEERING AND SURVEYING	LS	10%	$1,652,479.54	$165,247.95	$0.00	$0.00	$165,247.95
2	CONSTRUCTION MANAGEMENT	LS	3.5%	$1,652,479.54	$57,836.78	$0.00	$0.00	$57,836.78
3	INSPECTION FEES	%	0.0%	$1,652,479.54	$0.00	$0.00	$0.00	$0.00
4	FINAL SOILS REPORT	LOT	1	$6,500.00	$6,500.00	$0.00	$0.00	$6,500.00
5	CMT	%	2%	$1,634,199.54	$32,683.99	$0.00	$0.00	$32,683.99
6	PHOTOMETRIC & LIGHTING PLANS	LS	1	$1,250.00	$1,250.00	$0.00	$0.00	$1,250.00
7	LANDSCAPE ARCHITECT	LS	1	$38,000.00	$38,000.00	$0.00	$0.00	$38,000.00
	TOTAL - ENGINEERING, CONSULTING, AND FEES:				**$301,518.73**	$0.00	$0.00	$301,518.73

GRADING AND SITE PREPARATION

EXCAVATION

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PID DIRECT	PID MI	NON-PID
1	CLEARING AND GRUBBING	AC	3.60	$2,000.00	$7,200.00	$0.00	$0.00	$7,200.00
2	UNCLASSIFIED EXCAVATION (CUT)	CY	9,665	$2.30	$22,229.50	$0.00	$0.00	$22,229.50
3	UNCLASSIFIED EXCAVATION (FILL)	CY	2,665	$2.30	$6,129.50	$0.00	$0.00	$6,129.50
	TOTAL - EXCAVATION WITH NO MOISTURE CONDITIONING:				**$35,559.00**	$0.00	$0.00	$35,559.00

EROSION CONTROL

ITEM NO.		UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PID DIRECT	PID MI	NON-PID
1	SILT FENCE	LF	1,300	$1.35	$1,755.00	$0.00	$0.00	$1,755.00
2	INLET PROTECTION	EA	4	$200.00	$800.00	$0.00	$0.00	$800.00
3	SEED DISTURBED AREAS	AC	0.00	$350.00	$0.00	$0.00	$0.00	$0.00
4	4' CURLEX	LF	5,000	$0.50	$2,500.00	$0.00	$0.00	$2,500.00
5	SWPPP	LS	1	$1,225.00	$1,225.00	$0.00	$0.00	$1,225.00
6	SWPPP INSPECTIONS	EA	12	$1,000.00	$12,000.00	$0.00	$0.00	$12,000.00
	TOTAL - EROSION CONTROL:				**$18,280.00**	$0.00	$0.00	$18,280.00

WET UTILITIES

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PID DIRECT	PID MI	NON-PID
UTILITIES - WATER SYSTEMS								
1	8" AWWA C900 PVC WATERLINE & FITTINGS	LF	100	$24.00	$2,400.00	$0.00	$0.00	$2,400.00
2	12" AWWA C900 PVC WATERLINE & FITTINGS	LF	2,275	$36.00	$81,900.00	$0.00	$0.00	$81,900.00
3	12" GATE VALVE & BOX	EA	5	$5,000.00	$25,000.00	$0.00	$0.00	$25,000.00
4	8" GATE VALVE & BOX	EA	3	$1,300.00	$3,900.00	$0.00	$0.00	$3,900.00
5	3/4" IRRIGATION SERVICE	EA	6	$800.00	$4,800.00	$0.00	$0.00	$4,800.00
6	FIRE HYDRANT ASSEMBLY	EA	4	$4,000.00	$16,000.00	$0.00	$0.00	$16,000.00
7	TRENCH SAFTEY	LF	2,375	$1.00	$2,375.00	$0.00	$0.00	$2,375.00
8	TESTING (CITY-REQUIRED)	LF	2,375	$1.20	$2,850.00	$0.00	$0.00	$2,850.00
9	PAYMENT, PERFORMANCE, AND MAINTENANCE BOND	LF	4%	$139,225.00	$5,569.00	$0.00	$0.00	$5,569.00
	SUBTOTAL UTILITIES - WATER SYSTEMS:				**$144,794**	$0	$0	$144,794.00
UTILITIES - STORM SEWER - MASTER IMPORVEMENTS LINE C								
1	24" Class III RCP	LF	89	$60.00	$5,310.00	$0.00	$0.00	$5,310.00
2	18" Class III RCP	LF	84	$53.00	$4,425.50	$0.00	$0.00	$4,425.50
3	3' x 3' JUNCTION BOX	EA	1	$3,000.00	$3,000.00	$0.00	$0.00	$3,000.00
4	10' CURB INLET	EA	2	$3,750.00	$7,500.00	$0.00	$0.00	$7,500.00
5	TRENCH SAFETY	LF	172	$1.00	$172.00	$0.00	$0.00	$172.00
6	TESTING (CITY-REQUIRED)	LF	172	$1.00	$172.00	$0.00	$0.00	$172.00
7	PAYMENT, PERFORMANCE, AND MAINTENANCE BOND	LF	4%	$20,579.50	$823.18	$0.00	$0.00	$823.18
	SUBTOTAL UTILITIES - STORM SEWER:				**$21,403**	$0	$0	$21,403
UTILITIES - STORM SEWER - MASTER IMPORVEMENTS LINE D								
1	4' x 4' R.C.B	LF	12	$275.00	$3,217.50	$0.00	$0.00	$3,217.50
2	42" Class III RCP	LF	27	$150.00	$3,975.00	$0.00	$0.00	$3,975.00
3	36 " Class III RCP	LF	33	$110.00	$3,630.00	$0.00	$0.00	$3,630.00
4	18" Class III RCP	LF	26	$53.00	$1,367.40	$0.00	$0.00	$1,367.40
5	5' x 5' JUNCTION BOX	EA	1	$4,500.00	$4,500.00	$0.00	$0.00	$4,500.00
6	4' x 4' HEADWALL	EA	1	$18,750.00	$18,750.00	$0.00	$0.00	$18,750.00
7	10' CURB INLET	EA	1	$3,750.00	$3,750.00	$0.00	$0.00	$3,750.00
8	TRENCH SAFETY	LF	97	$1.00	$97.00	$0.00	$0.00	$97.00
9	TESTING (CITY-REQUIRED)	LF	97	$1.00	$97.00	$0.00	$0.00	$97.00
10	PAYMENT, PERFORMANCE, AND MAINTENANCE BOND	LF	4%	$28,561.40	$1,142.46	$0.00	$0.00	$1,142.46
	SUBTOTAL UTILITIES - STORM SEWER:				**$40,526**	$0	$0	$40,526
UTILITIES - STORM SEWER - MASTER IMPORVEMENTS LINE G								
1	4' x 4' R.C.B	LF	41	$275.00	$11,330.00	$0.00	$0.00	$11,330.00
2	42" Class III RCP	LF	33	$150.00	$5,010.00	$0.00	$0.00	$5,010.00
3	30" Class III RCP	LF	152	$80.00	$12,128.00	$0.00	$0.00	$12,128.00
4	24" Class III RCP	LF	100	$60.00	$5,988.00	$0.00	$0.00	$5,988.00
5	18" Class III RCP	LF	28	$53.00	$1,484.00	$0.00	$0.00	$1,484.00
6	4' x 4' JUNCTION BOX	EA	1	$3,800.00	$3,800.00	$0.00	$0.00	$3,800.00
7	5' x 5' JUNCTION BOX	EA	1	$4,500.00	$4,500.00	$0.00	$0.00	$4,500.00
8	6' x 6' JUNCTION BOX	EA	1	$6,500.00	$6,500.00	$0.00	$0.00	$6,500.00
9	10' CURB INLET	EA	1	$3,750.00	$3,750.00	$0.00	$0.00	$3,750.00
10	RIP-RAP	SY	50	$85.00	$4,250.00	$0.00	$0.00	$4,250.00
11	4' x 4' HEADWALL	EA	1	$18,750.00	$18,750.00	$0.00	$0.00	$18,750.00
12	TRENCH SAFETY	LF	354	$1.00	$354.00	$0.00	$0.00	$354.00
13	TESTING (CITY-REQUIRED)	LF	354	$1.00	$354.00	$0.00	$0.00	$354.00
14	PAYMENT, PERFORMANCE, AND MAINTENANCE BOND	LF	4%	$78,198.00	$3,127.92	$0.00	$0.00	$3,127.92
	SUBTOTAL UTILITIES - STORM SEWER:				**$81,326**	$0	$0	$81,326

PAVING

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PID DIRECT	PID MI	NON-PID
1	GRAND AVE PH. 2 (8" REINFORCED CONCRETE PVMT.)	SY	14,065	$45.00	$632,925.00	$0.00	$0.00	$632,925.00
2	8" SUBGRADE PREP (GRAND AVE PH. 2)	SY	14,065	$3.25	$45,711.25	$0.00	$0.00	$45,711.25
3	HYDRATED LIME (36#/SY) (GRAND AVE PH. 2)	TON	506	$175.00	$88,609.50	$0.00	$0.00	$88,609.50
4	6' CONCRETE SIDEWALK	LF	4,500	$33.00	$148,500.00	$0.00	$0.00	$148,500.00
5	REMOVE BARRICADE & CONNECT TO EXISTING	EA	2	$650.00	$1,300.00	$0.00	$0.00	$1,300.00
6	STREET BARRICADE	EA	0	$2,500.00	$0.00	$0.00	$0.00	$0.00
7	PAVEMENT HEADER	LF	200	$33.00	$6,600.00	$0.00	$0.00	$6,600.00
8	BARRIER FREE RAMP	EA	0	$1,750.00	$0.00	$0.00	$0.00	$0.00
9	TRAFFIC LIGHT (FM 1417 & GRAND AVE.)	EA	1	$350,000.00	$350,000.00	$0.00	$0.00	$350,000.00
10	PAYMENT, PERFORMANCE, AND MAINTENANCE BOND	LF	4%	$923,645.75	$36,945.83	$0.00	$0.00	$36,945.83
	TOTAL PAVING:				**$1,310,592**	$0	$0	$1,310,592

SITE FENCING / RETAINING WALLS / LANDSCAPE

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PID DIRECT	PID MI	NON-PID
1	TREES	EA	50	$450.00	$22,500.00	$0.00	$0.00	$22,500.00
2	LANDSCAPE AND IRRIGATION	SF	60,000	$2.75	$165,000.00	$0.00	$0.00	$165,000.00
3	ELECTRIC METER SET UP FEES	EA	6	$3,500.00	$21,000.00	$0.00	$0.00	$21,000.00
4	3/4" WATER METERS AND IMPACT FEES	EA	6	$1,000.00	$6,000.00	$0.00	$0.00	$6,000.00
5	STREET SIGNS	EA	10	$435.00	$4,350.00	$0.00	$0.00	$4,350.00
	TOTAL - SITE FENCING / RETAINING WALLS / LANDSCAPE:				**$218,850**	$0	$0	$218,850

DRY UTILITIES

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PID DIRECT	PID MI	NON-PID
1	STREET LIGHTS	EA	15	$0.00	$0.00	$0.00	$0.00	$0.00
2	STREET LIGHT CROSSINGS	LF	1500	18.00	$27,000.00	$0.00	$0.00	$27,000.00
	TOTAL - DRY UTILITIES:				**$27,000**	$0	$0	$27,000

ROLLBACK TAXES

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	PID DIRECT	PID MI	NON-PID
1	ROLLBACK TAXES	AC	0.0	$1,500.00	$0.00	$0.00	$0.00	$0.00
	TOTAL - DRY UTILITIES:				**$0**	$0	$0	$0
					$2,199,848.26	**$0.00**	**$0.00**	**$2,199,848.26**
					$3,559.63	$0.00		

APPENDIX B-2
ALLOCATION OF THE AUTHORIZED IMPROVEMENTS

Storm Drainage Improvements

Storm drainage pipes included in this PID were sized based on City of Sherman Drainage Ordinance to convey the 100 yr storm based on full flow capacity at 1% slope. The storm drainage area map is based on anticipated drainage basins at full buildout utilizing a C factor of 0.55 for residential use, and an antecedent factor of 1.25. All storm pipes included in phase 1 PID only collect drainage from phase 1 PID except for Line B as noted in the SAP. A portion of Bel-Air Boulevard drains to Line B which is not included in this PID since this is a city cost and noted as a non-PID cost in the PID OPC. The drainage basin of line B joins the entire phase 1 drainage system at a 7'x7' junction box and outfalls into a detention pond that ultimately discharges via (3) 8x4 drainage pipes from the detention pond to offsite drainage swale, noted phase 1 shared use below. The detention pond necessary for phase 1 construction is a regional detention pond utilized by future phases. These percentages of flow were utilized to calculate the shared cost between these uses. Costs referenced in this description derived from the OPC prepared by Lenart Development Company, LLC dated 03/29/2021.

LINE B SHARED USE		
	FLOW (CFS)	FLOW (%)
FUTURE PHASE (PID MI)	32.142	29.13%
BEL AIR BLVD (Non PID)	19.338	17.52%
PID DIRECT	58.872	53.35%
TOTAL LINE B	110.352	100.00%

PHASE 1 SHARED USE		
	FLOW (CFS)	FLOW (%)
FUTURE PHASE (PID MI)	32.142	10.67%
BEL AIR BLVD (Non PID)	19.338	6.42%
PID DIRECT	249.62	82.90%
TOTAL LINE	301.1	100.00%

DETENTION OUTFALL SHARED USE		
	FLOW (CFS)	FLOW (%)
FUTURE PHASE (PID MI)	144.276	34.91%
BEL AIR BLVD (Non PID)	19.338	4.68%
PID DIRECT	249.62	60.41%
TOTAL LINE	413.234	100.00%

PID direct costs include:

- 53.35% of cost from the following Line B storm sewer improvements:
  - 48" Class III RCP, 36" Class III RCP, 24" Class III RCP, 18" Class III RCP, 4'x4' Junction Box, 6'x6' Junction Box, (9) 10' Curb Inlets,
- 82.90% of cost from the following storm sewer improvements:
  - 5'x4' RCB, 7'X7' junction box, Rip Rap, 5'x5' headwall, trench safety, testing, and payment, performance, and maintenance bond.
- 60.41% of costs from the following storm sewer improvements related to regional detention pond outfall:
  - (3) 8'X4' RCB, Custom 10'x10' detention Junction Box, and Custom headwall

Total PID Direct Cost of shared storm drainage improvements: $398,643.69

Future phases (PID MI) costs include:

- 29.13% of cost from the following Line B storm sewer improvements:
  - 48" Class III RCP, 36" Class III RCP, 24" Class III RCP, 18" Class III RCP, 4'x4' Junction Box, 6'x6' Junction Box, (2) 10' Curb Inlets,
- 10.67% of cost from the following storm sewer improvements:
  - 5'x45' RCB, (3) 8'X4' RCB, 7'X7' junction box, Rip Rap, 5'x5' headwall, Custom headwall, trench safety, testing, and payment, performance, and maintenance bond.
- 34.91% of costs from the following storm sewer improvements related to regional detention pond outfall:
  - (3) 8'X4' RCB, Custom 10'x10' detention Junction Box, and Custom headwall

Total PID MI Cost of shared storm drainage improvements: $139,147.49

Bel-Air Blvd (Non-PID) costs include:

- 17.52% of cost from the following Line B storm sewer improvements:
  - 48" Class III RCP, 36" Class III RCP, 24" Class III RCP, 18" Class III RCP, 4'x4' Junction Box, 6'x6' Junction Box, (4) 10' Curb Inlets,
- 6.42% of cost from the following storm sewer improvements:
  - 5'x45' RCB, (3) 8'X4' RCB, 7'X7' junction box, Rip Rap, 5'x5' headwall, Custom headwall, trench safety, testing, and payment, performance, and maintenance bond.
- 4.68% of costs from the following storm sewer improvements related to regional detention pond outfall:
  - (3) 8'X4' RCB, Custom 10'x10' detention Junction Box, and Custom headwall

Total Non-PID Cost of shared storm drainage improvements: $70,989.40

<u>Sanitary Sewer Improvements</u>

The city of Sherman has no known published sanitary sewer sizing guide lines, therefore, a nearby established city's (Frisco) engineering standards were utilized in this design. The proposed land use (residential) was utilized to generate a peak sewer demand. Design factors include 3.5 persons/unit utilizing 102 gallons per person per day which totals 357 gallons per day/lot. A peaking factor of 4, per TCEQ requirements, was utilized to generate the peak demand of 1,224 gpd/lot. Phase 1 PID includes 327 lots and connects to a shared trunk line (Trunk Line A). This trunk line serves multiple phases, therefore should be shared based on usage of the line. Because only residential utilizes this trunk line, a percentage of lots sewering to the line should be utilized to calculate the shared demand of trunk line A. At buildout, there's a total anticipated 819 lots utilizing this sewer trunk line which makes Phase 1 PID area 40% of the trunk line. Costs referenced in this description derived from the OPC prepared by Lenart Development Company, LLC dated 03/29/2021.

PID Direct costs of Sewer Trunk Line A equates to 60% of the total trunk line costs of the following improvements related to sewer trunk line A.

- 8” SDR-35 PVC Pipe, 10” SDR-26 PVC Pipe, 12” SDR-26 PVC Pipe, 15” SDR-26 PVC Pipe, (7) 4’ diameter manholes, (5) 5’ diameter manholes, connecting to existing manhole, testing and trench safety of sewer line A pipes.

PID Direct costs of Sewer Trunk Line A: $105,799

PID MI costs of Sewer Trunk Line A equates to 60% of the total trunk line costs of the following improvements related to sewer trunk line A:

- 8” SDR-35 PVC Pipe, 10” SDR-26 PVC Pipe, 12” SDR-26 PVC Pipe, 15” SDR-26 PVC Pipe, (7) 4’ diameter manholes, (5) 5’ diameter manholes, connecting to existing manhole, testing and trench safety of sewer line A pipes.

PID MI costs of Sewer Trunk Line A: $168,698.50

Site Grading and Preparation

The limits of phase 1 grading is approximately 60 acres. The earthwork quantities shown in this PID OPC reflect raw bank yards of the grading activities associated with Phase 1. The detention pond yields a net cut of 34,860 CY to be utilized for fill in Phase 1. Phase 1 is anticipated to require approximately 90,000 CY of fill material from future phases. The PID MI cost for clearing and grubbing includes removing 90,000 CY of material from future phases. Based on preliminary grading, there’s nearby cuts planned on future phases that equate to 90,000 CY to be utilized as fill for phase 1. This surface area equates to 15 acres to be cleared and grubbed. Since this earthwork movement benefits future phases, the fill material is considered a 40% shared cost in this PID OPC. Clearing and grubbing area of the offsite sewer easement was calculated by the total length of Sewer Line A and assuming 50’ width for the limits of disturbance, this results in approximately 5 acres.

Water

Water infrastructure related to phase 1 PID is primarily a direct PID cost. The cost of 12” water service being constructed with Bel-Air Blvd and not included in this PID costs. Other items that are considered PID MI costs are 4 fire hydrants utilized for future phase and (4) 8” valves utilized to serve future phases.

Paving

Proposed pavement sections shown in this PID is per city of Sherman Engineering standards and details. Bel-Air Blvd pavement cost is considered a city cost and not included in this PID OPC. PID MI costs include concrete headers where pavement is extended to future phases at 4 intersections and barricades of those intersections. There’s approximately 1900 SF of common area sidewalk that’s been noted as a PID MI cost. All other pavement included in Phase 1 OPC is a direct PID cost.

Site Fencing / Retaining Walls / Landscape

Retaining walls due to lot grading criteria is considered a non-PID cost as this is an expense directly related to individual lots. Shared costs have been prorated to phase 1 direct PID cost and PID MI cost by lot count (35% of Lots in Phase 1). Shared costs include perimeter screen wall, main entry feature, main thoroughfare trees (100), common area landscape and irrigation, internal park landscape and irrigation, park fencing (wrought iron). There’s also 2- ¾” irrigation meters and 2-electric meters allocated as a PID MI cost for common areas within the development.

APPENDIX C
DIAGRAMS OF THE AUTHORIZED IMPROVEMENTS

BURLINGTON NORTHERN SANTA FE RAILROAD

SF PHASE 1

FUTURE
SF PHASE

F.M. 1417

BEL AIR BLVD PHASE 1

BEL AIR BLVD PHASE 2

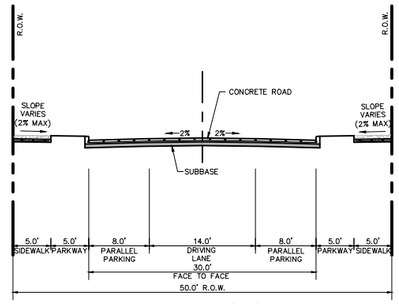
FUTURE ROAD

LEGACY PKWY

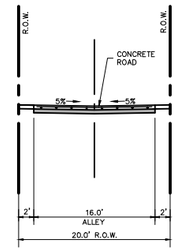
FUTURE
SF PHASE

LEGEND

- LOCAL STREET (50' ROW 2-LANE ROAD, 30' F-F)
- ALLEY (20' ROW, 16' E-E)
- ONE-WAY SLIP ROAD
- BEL AIR BLVD PHASE 1 (MASTER IMPROVEMENT) (86' ROW DIVIDED 4-LANE ROAD)
- 5' SIDEWALK
- 6' SIDEWALK



LOCAL STREET (TYP)
30' CURB TO CURB
50' ROW 1-MOVING LANE, 2-PARKING LANE ROAD



ALLEY SECTION (TYP)
30' CURB TO CURB
20' ROW 2-LANE ALLEY

EXHIBIT-01:
SF PHASE 1
PAVING IMPROVEMENTS

NORTH

0 200 400
GRAPHIC SCALE IN FEET
SCALE: 1" = 400

BEL-AIR VILLAGE
PID EXHIBITS
Sherman, Texas
April 2021

Kimley»Horn

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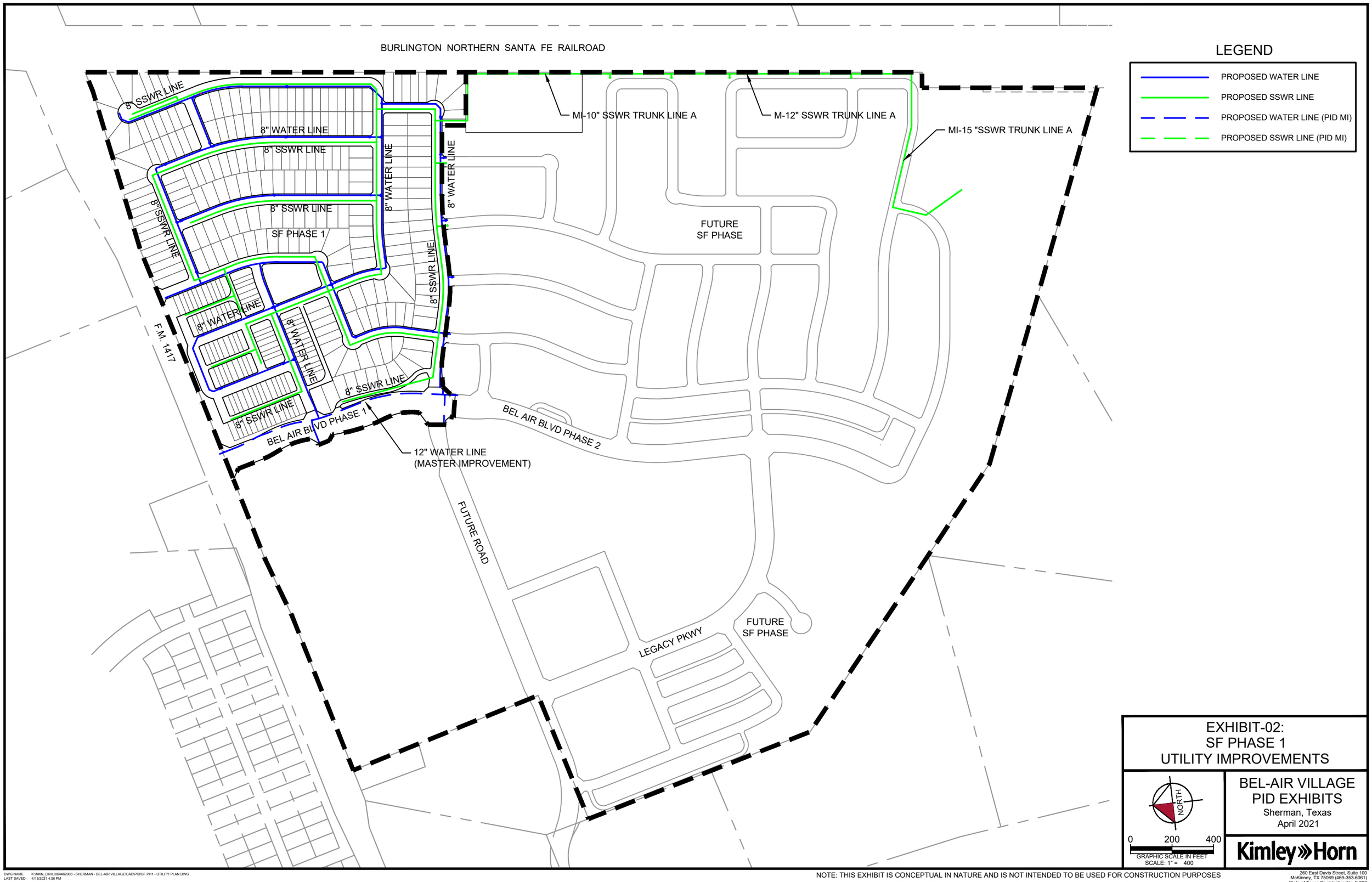

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BURLINGTON NORTHERN SANTA FE RAILROAD

SF PHASE 1

FUTURE
SF PHASE

F.M. 1417

BEL AIR BLVD PHASE 1

BEL AIR BLVD PHASE 2

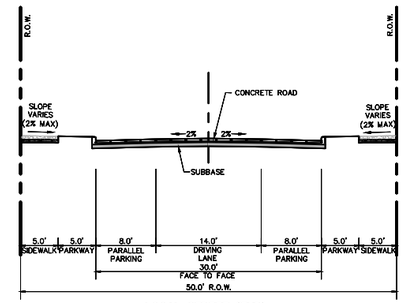
FUTURE ROAD

LEGACY PKWY

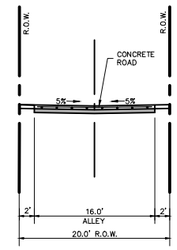
FUTURE
SF PHASE

LEGEND

- LOCAL STREET (50' ROW 2-LANE ROAD, 30' F-F)
- ALLEY (20' ROW, 16' E-E)
- ONE-WAY SLIP ROAD
- BEL AIR BLVD PH 2 & LEGACY PARKWAY (MASTER IMPROVEMENT) (86' ROW DIVIDED 4-LANE ROAD)
- 5' SIDEWALK
- 6' SIDEWALK



LOCAL STREET (TYP)
30' CURB TO CURB
50' ROW 1-MOVING LANE, 2-PARKING LANE ROAD



ALLEY SECTION (TYP)
30' CURB TO CURB
20' ROW 2-LANE ALLEY

EXHIBIT-03: FUTURE PHASE PAVING IMPROVEMENTS

NORTH

0 200 400
GRAPHIC SCALE IN FEET
SCALE: 1" = 400

BEL-AIR VILLAGE
PID EXHIBITS
Sherman, Texas
April 2021

Kimley»Horn

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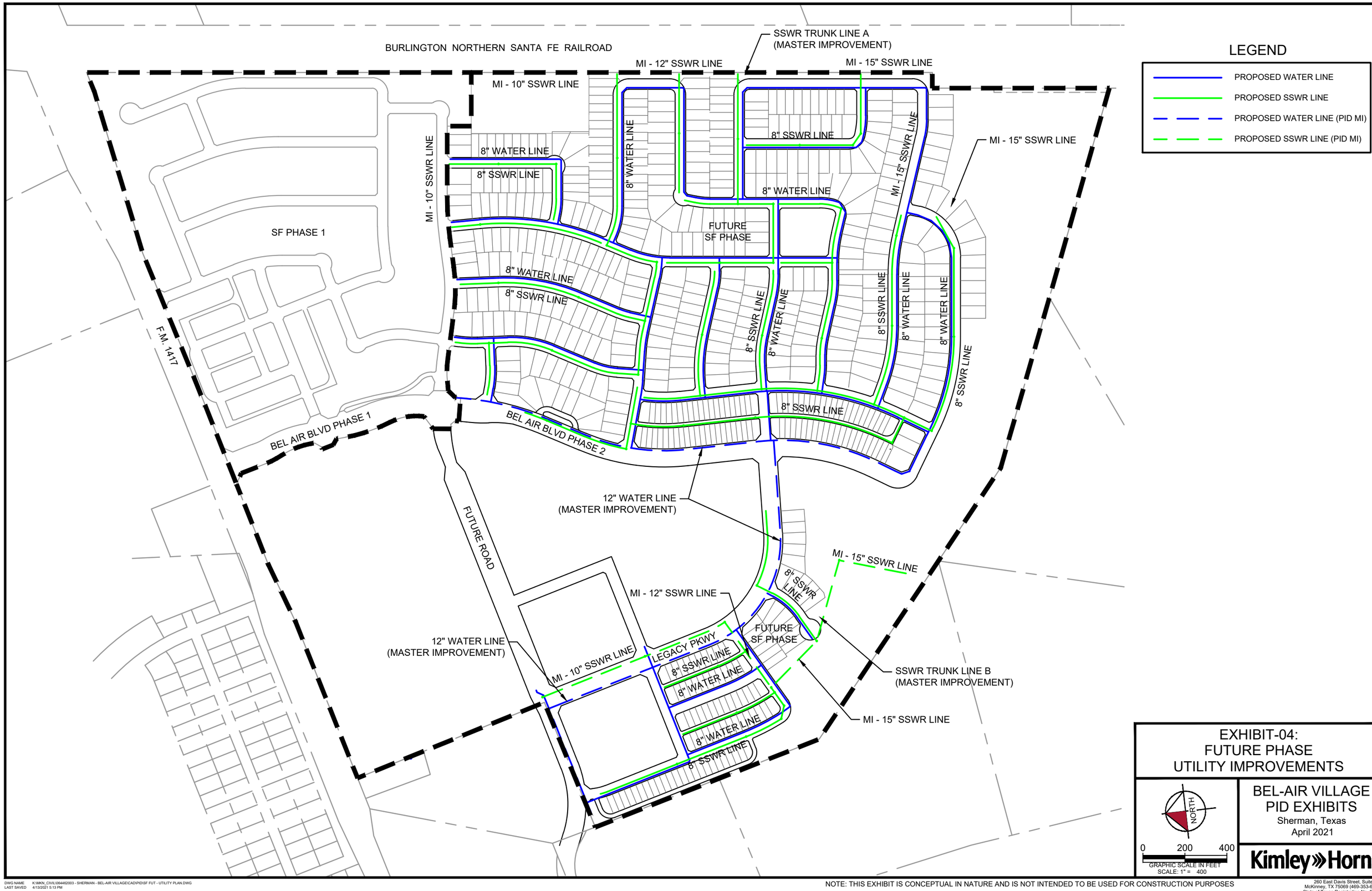

EXHIBIT-04:
FUTURE PHASE
UTILITY IMPROVEMENTS

NORTH

0 200 400

GRAPHIC SCALE IN FEET
SCALE: 1" = 400

BEL-AIR VILLAGE
PID EXHIBITS

Sherman, Texas
April 2021

Kimley»Horn

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APPENDIX D
ASSESSMENT PER EQUIVALENT UNIT

Appendix D

For purposes of calculating and allocating the Assessments, the Phase #1 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 50 feet.

"Lot Type 2" means lots identified as such on the Assessment Roll, being lots typically with a Lot width of approximately 40 feet.

"Lot Type 3" means lots identified as such on the Assessment Roll, being lots typically with a Lot width of approximately 25 feet.

Additional Lot Types will be added to as Future Phases are developed.

A) Proposed Development

The following table shows the projected residential units to be developed within the PID.

Table D-1
Projected Development within the PID

Description	Proposed Development	
60 Ft Lots	69	Units
50 Ft Lots	350	Units
40 Ft Lots	260	Units
30 Ft Lots	79	Units
25 Ft Lots	187	Units
	945	**Units**

Table D-2 below shows the proposed residential units within Phase #1.

Table D-2
Proposed Development – Phase #1

Description	Proposed Development	
50 Ft Lots	105	Units
40 Ft Lots	124	Units
25 Ft Lots	98	Units
	327	**Units**

Table D-3 on the following page shows the projected residential Lot Types anticipated to be built in the Future Phases.

Table D-3
Projected Development – Future Phases

Description	Proposed Development	
60 Ft Lots	69	Units
50 Ft Lots	245	Units
40 Ft Lots	136	Units
30 Ft Lots	79	Units
25 Ft Lots	89	Units
	618	**Units**

B) Calculation of Equivalent Units

As explained under Section IV.D, for purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the portion of the Phase #1 Projects to be financed with the Phase #1 Reimbursement Agreement shall be allocated to the Phase #1 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 Phase #1 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., 50 Ft, 40 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 (50 Ft Lots) representing the highest value to Lot Type 3 (25 Ft Lot) representing the lowest value for residential lots are set forth in Table D-4 on the following page. 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 (50 Ft Lots) to 1.0.

Table D-4
Equivalent Unit Factors

Lot Type	Estimated Average Unit Value	Equivalent Unit Factor
Lot Type 1 (50 Ft Lot)	$300,000	1.00 per dwelling unit
Lot Type 2 (40 Ft Lot)	$250,000	0.83 per dwelling unit
Lot Type 3 (25 Ft Lot)	$185,000	0.62 per dwelling unit

The total estimated Equivalent Units for Phase #1 are shown in Table D-5 below as calculated based on the Equivalent Unit factors shown above, estimated Lot Types and number of units estimated to be built within Phase 1.

Table D-5
Estimated Equivalent Units - Phase #1

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (50 Ft Lot)	105	1.00	105.00
Lot Type 2 (40 Ft Lot)	124	0.83	103.33
Lot Type 3 (25 Ft Lot)	98	0.62	60.43
Total Equivalent Units	**327**		**268.77**

C) Allocation of Assessments to Lots within Phase #1

As shown in Section IV of this Service and Assessment Plan, the total amount of the Phase #1 Reimbursement Agreement, which represents the total Assessment to be allocated on all Parcels within Phase #1, is $7,168,000. As shown in Table D-5, there are a total of 268.77 estimated Equivalent Units in Phase #1, resulting in an Assessment per Equivalent Unit of $26,669.97.

The Assessment per dwelling unit in Phase #1 ("Assessment er Unit") is calculated as the product of (i) $26,669.97 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 1 (50 Ft Lot) dwelling unit is $26,669.97 (i.e. $26,669.97 × 1.00). The Assessment for a Lot Type 2 (40 Ft Lot) dwelling unit is $22,224.98 (i.e. $26,669.97 × 0.83). The Assessment for a Lot Type 3 (25 Ft Lot) dwelling unit is $16,446.48 (i.e. $26,669.97 × 0.62). Table D-7 on the following page sets forth the Assessment per Unit for each Lot Type in Phase #1.

Table D-7
Assessment Per Unit – Phase #1

Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per Unit		Total Assessments
Lot Type 1(50 Ft Lot)	105	$26,669.97	1.00	$26,669.97	per dwelling unit	$2,800,347
Lot Type 2 (40 Ft Lot)	124	$26,669.97	0.83	$22,224.98	per dwelling unit	$2,755,897
Lot Type 3 (25 Ft Lot)	98	$26,669.97	0.62	$16,446.48	per dwelling unit	$1,611,755
Total	**327**					**$7,168,000**

APPENDIX E
PHASE #1 ASSESSMENT ROLL

Appendix E-1
Phase #1 Assessment Roll

Parcel	**All Parcels**
Equivalent Units	**$7,168,000**
Assessment	**268.77**

Year [1]	Principal	Interest	Administrative Expenses[2]	Total Annual Installment[3]
1	$55,000	$549,069	$30,000	$634,069
2	$63,000	$544,856	$30,600	$638,456
3	$71,000	$540,030	$31,212	$642,242
4	$81,000	$534,591	$31,836	$647,428
5	$92,000	$528,387	$32,473	$652,860
6	$103,000	$317,160	$33,122	$453,282
7	$117,000	$312,360	$33,785	$463,145
8	$127,000	$306,908	$34,461	$468,368
9	$136,000	$300,989	$35,150	$472,139
10	$147,000	$294,652	$35,853	$477,505
11	$158,000	$287,802	$36,570	$482,371
12	$169,000	$280,439	$37,301	$486,740
13	$181,000	$272,563	$38,047	$491,611
14	$194,000	$264,129	$38,808	$496,937
15	$207,000	$255,088	$39,584	$501,673
16	$221,000	$245,442	$40,376	$506,818
17	$235,000	$235,144	$41,184	$511,327
18	$243,000	$224,193	$42,007	$509,200
19	$259,000	$212,869	$42,847	$514,716
20	$276,000	$200,799	$43,704	$520,504
21	$293,000	$187,938	$44,578	$525,516
22	$312,000	$174,284	$45,470	$531,754
23	$331,000	$159,745	$46,379	$537,124
24	$351,000	$144,320	$47,307	$542,627
25	$373,000	$127,964	$48,253	$549,217
26	$395,000	$110,582	$49,218	$554,800
27	$418,000	$92,175	$50,203	$560,377
28	$443,000	$72,696	$51,207	$566,903
29	$469,000	$52,052	$52,231	$573,283
30	$648,000	$30,197	$53,275	$731,472
Total	**$7,168,000**	**$7,859,421**	**$1,217,042**	**$16,244,463**

1 – The 9/30/XX dates represent the fiscal year end for the Reimbursement Agreement.
2- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.
3- Annual Installments are calculated assuming a 7.66% interest rate for years 1 through 5 and 4.66% thereafter on the Phase #1 Reimbursement Agreement plus the Administrative Expenses.

Appendix E-2
Assessment Roll by Lot Type

Lot Type	Lot Type 1 (50 Ft)
Assessment	**$26,670**
Equivalent Unit	**1.00**

Year	Principal[1]	Interest[2]	Administrative Expenses[2]	Annual Installment[3]
1	$205	$2,043	$112	$2,359
2	$234	$2,027	$114	$2,376
3	$264	$2,009	$116	$2,390
4	$301	$1,989	$118	$2,409
5	$342	$1,966	$121	$2,429
6	$383	$1,180	$123	$1,687
7	$435	$1,162	$126	$1,723
8	$473	$1,142	$128	$1,743
9	$506	$1,120	$131	$1,757
10	$547	$1,096	$133	$1,777
11	$588	$1,071	$136	$1,795
12	$629	$1,043	$139	$1,811
13	$673	$1,014	$142	$1,829
14	$722	$983	$144	$1,849
15	$770	$949	$147	$1,867
16	$822	$913	$150	$1,886
17	$874	$875	$153	$1,902
18	$904	$834	$156	$1,895
19	$964	$792	$159	$1,915
20	$1,027	$747	$163	$1,937
21	$1,090	$699	$166	$1,955
22	$1,161	$648	$169	$1,978
23	$1,232	$594	$173	$1,998
24	$1,306	$537	$176	$2,019
25	$1,388	$476	$180	$2,043
26	$1,470	$411	$183	$2,064
27	$1,555	$343	$187	$2,085
28	$1,648	$270	$191	$2,109
29	$1,745	$194	$194	$2,133
30	$2,411	$112	$198	$2,722
Total	**$26,670**	**$29,243**	**$4,528**	**$60,441**

1 - The interest is calculated assuming a 7.66% interest rate for years 1 through 5 and 4.66% thereafter on the Phase #1 Reimbursement Agreement.
2 - The Administrative Expenses shown include the estimated PID administration and assessment collection costs.

Appendix E-3
Assessment Roll by Lot Type

Lot Type	Lot Type 2 (40 Ft)
Assessment	**$22,225**
Equivalent Unit	**0.83**

Year	Principal[1]	Interest[2]	Administrative Expenses[2]	Annual Installment[3]
1	$171	$1,702	$93	$1,966
2	$195	$1,689	$95	$1,980
3	$220	$1,674	$97	$1,991
4	$251	$1,658	$99	$2,007
5	$285	$1,638	$101	$2,024
6	$319	$983	$103	$1,405
7	$363	$968	$105	$1,436
8	$394	$952	$107	$1,452
9	$422	$933	$109	$1,464
10	$456	$914	$111	$1,481
11	$490	$892	$113	$1,496
12	$524	$870	$116	$1,509
13	$561	$845	$118	$1,524
14	$602	$819	$120	$1,541
15	$642	$791	$123	$1,555
16	$685	$761	$125	$1,571
17	$729	$729	$128	$1,585
18	$753	$695	$130	$1,579
19	$803	$660	$133	$1,596
20	$856	$623	$136	$1,614
21	$908	$583	$138	$1,629
22	$967	$540	$141	$1,649
23	$1,026	$495	$144	$1,665
24	$1,088	$447	$147	$1,682
25	$1,157	$397	$150	$1,703
26	$1,225	$343	$153	$1,720
27	$1,296	$286	$156	$1,737
28	$1,374	$225	$159	$1,758
29	$1,454	$161	$162	$1,778
30	$2,009	$94	$165	$2,268
Total	**$22,225**	**$24,369**	**$3,774**	**$50,367**

1 - The interest is calculated assuming a 7.66% interest rate for years 1 through 5 and 4.66% thereafter on the Phase #1 Reimbursement Agreement.
2 - The Administrative Expenses shown include the estimated PID administration and assessment collection costs.

Appendix E-4
Assessment Roll by Lot Type

Lot Type	Lot Type 3 (25 Ft)
Assessment	**$16,446**
Equivalent Unit	**0.62**

Year	Principal[1]	Interest[2]	Administrative Expenses[2]	Annual Installment[3]
1	$126	$1,260	$69	$1,455
2	$145	$1,250	$70	$1,465
3	$163	$1,239	$72	$1,474
4	$186	$1,227	$73	$1,485
5	$211	$1,212	$75	$1,498
6	$236	$728	$76	$1,040
7	$268	$717	$78	$1,063
8	$291	$704	$79	$1,075
9	$312	$691	$81	$1,083
10	$337	$676	$82	$1,096
11	$363	$660	$84	$1,107
12	$388	$643	$86	$1,117
13	$415	$625	$87	$1,128
14	$445	$606	$89	$1,140
15	$475	$585	$91	$1,151
16	$507	$563	$93	$1,163
17	$539	$540	$94	$1,173
18	$558	$514	$96	$1,168
19	$594	$488	$98	$1,181
20	$633	$461	$100	$1,194
21	$672	$431	$102	$1,206
22	$716	$400	$104	$1,220
23	$759	$367	$106	$1,232
24	$805	$331	$109	$1,245
25	$856	$294	$111	$1,260
26	$906	$254	$113	$1,273
27	$959	$211	$115	$1,286
28	$1,016	$167	$117	$1,301
29	$1,076	$119	$120	$1,315
30	$1,487	$69	$122	$1,678
Total	**$16,446**	**$18,033**	**$2,792**	**$37,272**

1 - The interest is calculated assuming a 7.66% interest rate for years 1 through 5 and 4.66% thereafter on the Phase #1 Reimbursement Agreement.
2 - The Administrative Expenses shown include the estimated PID administration and assessment collection costs.

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Legal Notices

CITY OF SHERMAN, TEXAS
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT a public hearing will be conducted by the City Council of Sherman, Texas on May 3, 2021 at 5:00 p.m. at City Council Chambers, 220 W. Mulberry, Sherman, Texas 75090. In the event that the City Council will be unable to meet at the City Council Chambers on May 3, 2021, the City of Sherman will post on its website, www.ci.sherman.tx.us, information for persons to attend the meeting by telephone, videoconference, or other electronic means. The public hearing will be held to consider proposed assessments to be levied against the assessable property within phase 1 ("Phase 1") of the Bel Air Village Public Improvement District (the "District") pursuant to the provisions of Chapter 372 of the Texas Local Government Code, as amended (the "Act").

The general nature of the proposed improvements authorized by the Act to be undertaken and financed for the benefit of the property within the District (the "Authorized Improvements") include, but are not limited to, landscaping, entryway features, water, wastewater, sidewalks, streets, roadways, off-street parking, drainage system improvements, trails, parks and open space, special supplemental services for the improvement and promotion of the District, and payment of expenses incurred in the establishment, administration, and operation of the District. The proposed Authorized Improvements to be undertaken at this time include road improvements, water distribution system improvements, sanitary sewer collection system improvements, storm sewer collection system improvements, and costs related to the administration of the District and financing the Phase 1 Authorized Improvements.

The total expected cost of the Authorized Improvements that will benefit property within Phase 1 of the District is $9,060,054.

The boundaries of the District include approximately 278.38 acres of land located within the corporate limits of the City of Sherman, Grayson County, Texas, being composed of tracts generally located in the 300-1000 Blocks East FM 1417 (Vietnam Veterans Parkway). The boundaries of Phase 1 of the District include approximately 58.53 acres of land within the District, as more particularly described by a metes and bounds description available at Sherman City Hall, 220 W. Mulberry, Sherman, Texas 75090, and available for public inspection.

All written or oral objections on the proposed assessment within the District will be considered at the public hearing.

A copy of the proposed assessment roll relating to the Authorized Improvements to be undertaken at this time, which includes the assessments to be levied against certain assessable property in Phase 1 of the District, is available for public inspection at the office of the City Clerk, 220 W. Mulberry, Sherman, Texas 75090.

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PUBLIC NOTICE
ORDINANCE NO. 5128

AN ORDINANCE OF THE CITY OF DENISON, TEXAS, AMENDING CHAPTER 28 OF THE CODE OF ORDINANCES OF THE CITY, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY CHANGING THE ZONING CLASSIFICATION ON A CERTAIN .115 ACRE TRACT OF LAND LEGALLY DESCRIBED AS LOT 2R, BLOCK 25, REPLAT OF THE SOUTH 100 FEET OF LOTS 1 & 2, BLOCK 25, ORIGINAL TOWN PLAT OF THE CITY OF DENISON, TEXAS, FILED IN THE PLAT RECORDS OF GRAYSON COUNTY, TEXAS, AND COMMONLY REFERRED TO AS 409 N. HOUSTON AVE., FROM ITS ZONING CLASSIFICATION OF COMMERCIAL DISTRICT TO SINGLE FAMILY-5 DISTRICT; PROVIDING THAT SUCH TRACT OF LAND SHALL BE USED IN ACCORDANCE WITH THE REQUIREMENTS OF THE COMPREHENSIVE ZONING ORDINANCE AND ALL OTHER APPLICABLE ORDINANCES OF THE CITY; PROVIDING THAT THE ZONING MAP SHALL REFLECT THE SINGLE FAMILY-5 DISTRICT FOR THE PROPERTY; PROVIDING A PENALTY; PROVIDING REPEALING, SEVERABILITY, AND SAVINGS CLAUSES; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

SECTION 7. Penalty. Any person, firm, entity or corporation who violates any provision of this Ordinance or the Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and upon conviction therefore, shall be fined in a sum not exceeding Two Thousand and No/100 Dollars ($2,000.00). Each continuing day's violation shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 8. Publication and Effective Date. This Ordinance shall become effective immediately upon its adoption and its publication as required by law.

I, Christine M. Wallentine, City Clerk of the City of Denison, Texas, do hereby certify that the above and foregoing is a true and correct copy of the caption of Ordinance Number 5128, which was passed by the Denison City Council at its Regular Meeting held on April 19, 2021, and which has been

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SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **D. 2.**

Meeting Date: 05/03/2021

Approved By: Robby Hefton, City Manager

Caption:

ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Number 6377.

Issue:

E.1 **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6377**

Accepting and Approving a Service and Assessment Plan and a Phase #1 Assessment Roll for the Bel Air Village Public Improvement District; Making a Finding of Special Benefit to the Property in Phase #1 of The District; Levying Special Assessments Against Property Phase #1 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

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E. 1.**

Meeting Date: 05/03/2021

Prepared By: Teri Fine, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6736

Finding That Oncor Electric Delivery Company LLC's Application For Approval to Amend Its Distribution Cost Recovery Factor to Increase Distribution Rates Within The City Should Be Denied; Authorizing Participation with OCSC; Authorizing The Hiring of Legal Counsel

Issue:

Authorize the City to join with the Steering Committee of Cities Served by Oncor (OCSC) to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

Background:

On April 8, 2021, Oncor Electric Delivery Company LLC ("Oncor" or "Company") filed an Application for Approval to Amend its Distribution Cost Recovery Factor ("DCRF") to Increase Distribution Rates with each of the cities in their service area. In the filing, the Company asserts that it is seeking an increase in total distribution revenue requirement by approximately $97,826,277. The resolution authorizes the City to join with the Steering Committee of Cities Served by Oncor ("OCSC") to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

Origination:

City Manager

Financial Consideration:

if the Company's Application is approved, the average residential customer will see a $1.35 monthly increase.

Staff Recommendation:

The staff recommends approving this Resolution

Alternatives:

The City Council could deny this resolution.

Attachments

Resolution No. 6736
Memo

RESOLUTION NO. 6736

A RESOLUTION OF THE CITY OF THE CITY OF SHERMAN TEXAS FINDING THAT ONCOR ELECTRIC DELIVERY COMPANY LLC'S APPLICATION FOR APPROVAL TO AMEND ITS DISTRIBUTION COST RECOVERY FACTOR TO INCREASE DISTRIBUTION RATES WITHIN THE CITY SHOULD BE DENIED; AUTHORIZING PARTICIPATION WITH OCSC; AUTHORIZING THE HIRING OF LEGAL COUNSEL AND CONSULTING SERVICES; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

WHEREAS, the City of Sherman, Texas ("City") is an electric utility customer of Oncor Electric Delivery Company LLC ("Oncor" or "Company") with an interest in the rates and charges of Oncor; and

WHEREAS, the Steering Committee of Cities Served by Oncor ("OCSC") is a coalition of similarly situated cities served by Oncor that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in Oncor's service area in matters before the Public Utility Commission ("Commission") and the courts; and

WHEREAS, on or about April 8, 2021, Oncor filed with the Commission an Application for Approval to Amend its Distribution Cost Recovery Factor ("DCRF"), Commission Docket No. 51996, seeking to increase its total distribution revenue requirement by approximately $97,826,277; and

WHEREAS, the City of Sherman will cooperate with OCSC in coordinating their review of Oncor's DCRF filing with designated attorneys and consultants, prepare a common response, negotiate with the Company, and direct any necessary litigation, to resolve issues in the Company's filing; and

WHEREAS, all electric utility customers residing in the City will be impacted by this ratemaking proceeding if Oncor's Application is granted; and

WHEREAS, working with the OCSC to review the rates charged by Oncor allows members to accomplish more collectively than each city could do acting alone; and

WHEREAS, OCSC's members and attorneys recommend that members who have retained original jurisdiction over electric utility rates deny Oncor's DCRF.

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

SECTION 1. That the City is authorized to participate with OCSC in Commission Docket No. 51996.

SECTION 2. That, subject to the right to terminate employment at any time, the City of Sherman, Texas hereby authorizes the hiring of the law firm of Lloyd Gosselink Rochelle & Townsend, P.C. and consultants to negotiate with the Company, make recommendations to the City regarding reasonable rates, and to direct any necessary administrative proceedings or court litigation associated with an appeal Oncor's DCRF application.

SECTION 3. That the rates proposed by Oncor to be recovered through its DCRF charged to customers located within the City limits should be denied.

SECTION 4. That the Company should continue to charge its existing rates to customers within the City.

SECTION 5. That the City's reasonable rate case expenses shall be reimbursed in full by Oncor within 30 days of the adoption of this Resolution, and within 30 days of presenting monthly bills to Oncor thereafter.

SECTION 6. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

SECTION 7. That a copy of this Resolution shall be sent to J. Michael Sherburne, Vice President – Regulatory, Oncor Electric Delivery Company LLC, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202; to Tab R. Urbantke, Hunton Andrews Kurth LLP, 1445 Ross Avenue, Suite 3700, Dallas, Texas 7520; and to Thomas Brocato, General Counsel to OCSC, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, TX 78767-1725, or tbrocato@lglawfirm.com.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF SHERMAN, TX on this the _____day of_____, 2021.

CITY OF SHERMAN, TEXAS

BY: _____

DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:
THE LAW FIRM OF ABERNATHY, ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN PITTMAN, CITY ATTORNEY

Lloyd Gosselink
ATTORNEYS AT LAW

816 Congress Avenue, Suite 1900
Austin, Texas 78701
Telephone: (512) 322-5800
Facsimile: (512) 472-0532
www.lglawfirm.com

Mr. Brocato's Direct Line: (512) 322-5890
Email: tbrocato@lglawfirm.com

M E M O R A N D U M

TO: Steering Committee of Cities Served by Oncor (OCSC)

FROM: Thomas Brocato

DATE: April 9, 2021

RE: Oncor – Distribution Cost Recovery Factor ("DCRF") filing

CONFIDENTIAL/ATTORNEY-CLIENT COMMUNICATION
CITY ACTION REQUIRED NO LATER THAN JUNE 7, 2021

On April 8, 2021, Oncor Electric Delivery Company LLC ("Oncor" or "Company") filed an Application for Approval to Amend its Distribution Cost Recovery Factor. In the filing, the Company is seeking an increase in its total distribution revenue requirement by approximately $97,826,277.

OCSC has engaged the services of a consultant, Mr. Karl Nalepa, to review the Company's filing. Mr. Nalepa will review the filing and identify adjustments that should be made to the Company's request. We are recommending that Cities deny the requested relief.

The Public Utility Commission of Texas's rules allow cities 60 days to act on this application. That deadline is June 7, 2021. **Accordingly, we request that each city schedule the draft resolution attached to this memorandum for consideration at their next council meeting.**

If you have any concerns or question please do not hesitate to contact me at (512) 322-5857, or tbrocato@lglawfirm.com. We appreciate your continued support.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E. 2.**

Meeting Date: 05/03/2021

Prepared By: Teri Fine, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6737

Authorizing Execution of Certain Documents in Connection With The Bel Air Village Public Improvement District, including, without Limitation, that Certain Landowner Agreement and Bel Air Village Public Improvement District Phase #1 Reimbursement Agreement

Issue:

To authorize execution of documents in connection with the Bel Air Village Public Improvement District (PID). Documents include the Landowner Agreement and Bel Air Village PID Phase #1 Reimbursement Agreement

Background:

The City and Bel Air Communities, LLC, a Delaware limited liability company (the "Original Developer") entered into that certain Bel Air Village Master Development Agreement on December 18, 2020 (the "MDA"), as approved by the City Council pursuant to Resolution No. 6676, whereby the MDA provides for the terms and conditions for, among other things, the formation of the Bel Air Village Public Improvement District (the "PID") and the construction and development of certain public improvements (the "Authorized Improvements") by the Original Developer that are subject to reimbursement from assessments levied by the PID.

On March 15, 2021, the City Council held a public hearing 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 No. 6711 authorized and created the PID.

The documents covered by this Resolution relate specifically to the PID, not just to the Bel Air project, and are required to be adopted as part of wrapping up the final creation of the PID. The documents were provided by and have been reviewed by the City's PID consultant, MuniCap, as well as by the City's legal counsel, Abernathy, Roeder, Boyd, and Hullett, P.C.

The Landowner Agreement is necessary to, among other things, document the agreement by the current landowner to create the PID, to authorize assessment of property taxes to current and future landowners during the entire term of the PID, and to make required disclosures about the existence of the PID to future homeowners.

The Reimbursement Agreement sets out the commitment of the PID to reimburse the developer for eligible costs under the Service and Assessment Plan, which is considered for adoption under a separate Ordinance at this Council meeting. This Reimbursement Agreement is different than the reimbursement provisions included in the recently amended MDA. The MDA set forth the City's arrangements to allow the developer to construct improvements that are the City's obligation to construct, whereas this Reimbursement Agreement sets forth the obligations of the PID to reimburse the developer for PID-eligible developer improvement responsibilities. So together, the MDA and this Reimbursement Agreement cover reimbursement for ALL infrastructure improvements within the Bel Air Planned Development, both City-related and developer-related costs.

Origination:

Bel Air Communities, LLC
City Manager's Office

Financial Consideration:

The Landowner will be reimbursed exclusively from assessments levied on property owners in the Bel Air PID for Phase #1 improvements. No other City revenues will be used under these Agreements to reimburse PID expenses to the developer.

Staff Recommendation:

Staff recommends approval of the Landowner Agreement and the Reimbursement agreement.

Alternatives:

As directed by the City Council

Attachments

Resolution No. 6737
Exhibit A - Landowner Agreement
Exhibit B - Reimbursement Agreement

RESOLUTION NO. 6737

A RESOLUTION OF THE CITY COUNCIL OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF CERTAIN DOCUMENTS IN CONNECTION WITH THE BEL AIR VILLAGE PUBLIC IMPROVEMENT DISTRICT, INCLUDING, WITHOUT LIMITATION, THAT CERTAIN LANDOWNER AGREEMENT AND BEL AIR VILLAGE PUBLIC IMPROVEMENT DISTRICT PHASE #1 REIMBURSEMENT AGREEMENT; FINDING AND DETERMING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

RECITALS

WHEREAS, the City and Bel Air Communities, LLC, a Delaware limited liability company (the "Original Developer") entered into that certain Bel Air Village Master Development Agreement on December 18, 2020 (the "MDA"), as approved by the City Council pursuant to Resolution No. 6676, whereby the MDA provides for the terms and conditions for, among other things, the formation of the Bel Air Village Public Improvement District (the "PID") and the construction and development of certain public improvements (the "Authorized Improvements") by the Original Developer that are subject to reimbursement from assessments levied by the PID; and

WHEREAS, the Original Developer's interest and obligations in and to the MDA have been assigned to Terra Perpetua, LLC, a Delaware limited liability company (the "Developer"); and

WHEREAS, on March 15, 2021, 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 No. 6711 adopted by a majority of the members of the City Council, authorized and created the PID in accordance with its finding as to the advisability of the Authorized Improvements; and

WHEREAS, in connection with the formation of the PID and levy of certain "Assessments" (herein so called) against property within the PID to fund reimbursement of costs incurred in connection with construction and development of the Authorized Improvements, Developer and the City desire to enter into that certain "Landowner Agreement" (herein so called) attached hereto as **Exhibit A** and incorporated herein for all purposes, which such Landowner Agreement provides, among other things, the Developer's agreement and acknowledgment that the property within the PID is subject to the payment of Assessments, and providing for the recording of certain Covenants, Conditions and Restrictions providing for the same to run with said property; and

WHEREAS, the Developer and the City further desire to enter into that certain Bel Air Village Public Improvement District Phase #1 Reimbursement Agreement (the "Reimbursement Agreement") attached hereto as **Exhibit B** and incorporated herein for all purposes, which such Reimbursement Agreement establishes the process by which the Developer may be reimbursed by the funds from the PID for Developer's construction and development of the Authorized Improvements.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute the Landowner Agreement and the Reimbursement Agreement, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS.

PASSED AND APPROVED on this the _____ day of _____, 2021.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:
THE LAW FIRM OF ABERNATHY, ROEDER, BOYD & HULLETT, P.C.

BY: _____

NAME: _____
CITY ATTORNEY

LANDOWNER AGREEMENT

This **LANDOWNER AGREEMENT** (the "Agreement"), is entered into as of _____, 2021, between the **City of Sherman, Texas** (the "City"), a home rule municipality of the State of Texas (the "State"), and **Terra Perpetua, LLC**, a Delaware limited liability company ("Landowner").

RECITALS:

WHEREAS, Landowner owns the parcels described by a metes and bounds description attached as **Exhibit I** to this Agreement and which is incorporated herein for all purposes (the "Landowner Parcel"), which is partially comprised of the Phase #1 Assessed Property (as defined in the Service and Assessment Plan) consisting of specially benefitted, privately-owned land located within a portion of the Bel Air Village Public Improvement District (the "District") in the City; and

WHEREAS, Landowner and the City have entered into that certain Bel Air Village Master Development Agreement, dated December 18, 2020 (as amended from time to time, the "MDA"), which provides for, among other things, the creation of the District, the City's and Landowner's construction of certain improvements within the District, Landowner's dedication of certain public improvements within the District to the City, Landowner's application for a public improvement district to levy Assessments (as defined in the Service and Assessment Plan) on property within the District, and other matters with respect to the development of the Landowner Parcel and the District; and

WHEREAS, the city council of the City (the "City Council") has adopted an assessment ordinance for the Phase #1 Improvements (including all exhibits and attachments thereto, the "Phase #1 Assessment Ordinance") and the Service and Assessment Plan included as an exhibit to the Phase #1 Assessment Ordinance (the "Service and Assessment Plan") and which is incorporated herein for all purposes, and has levied an assessment on the Phase #1 Assessed Property that will be used to reimburse Landowner for the costs of constructing the Phase #1 Improvements (as defined in the Service and Assessment Plan) or pledged as the security for the payment of bonds or other obligations to be issued for the purpose of paying the costs of constructing the Phase #1 Improvements that will benefit the Phase #1 Assessed Property (as defined in the Service and Assessment Plan); and

WHEREAS, the Covenants, Conditions and Restrictions attached to this Agreement as **Exhibit II** and which are incorporated herein for all purposes**,** include 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 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 which are within the District, as shown on **Exhibit I,** and the location and development of the Phase #1 Improvements on the Landowner Parcel and on the property within Phase #1 of the District;

(ii) the determinations and findings as to the benefits by the City Council in the Service and Assessment Plan and the Phase #1 Assessment Ordinance; and

(iii) the Phase #1 Assessment Ordinance and the Service and Assessment Plan.

B. Acceptance and Approval of 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 #1 Assessed Property, as shown on the assessment roll attached as Appendix E to the Service and Assessment Plan (the "Phase #1 Assessment Roll");

(ii) the Phase #1 Improvements specially benefit the Phase #1 Assessed Property, in an amount equal to or in excess of the Assessment levied on the Phase #1 Assessed Property within Phase #1 of the District, as such Assessment is shown on the Phase #1 Assessment Roll;

(iii) each Assessment is final, conclusive and binding upon Landowner and any subsequent owner of the Phase #1 Assessed Property, regardless of whether such landowner may be required to prepay a portion of, or the entirety of, such Assessment upon the occurrence of a mandatory prepayment event as provided in the Service and Assessment Plan;

(iv) the obligation to pay the Assessment levied on the Phase #1 Assessed Property owned by it (or in the case of installments, to pay the installments) when due and in the amount required by and stated in the Service and Assessment Plan and the Phase #1 Assessment Ordinance;

(v) each 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 #1 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 any portion of the Phase #1 Assessed Property regardless of whether such owner is named;

(vi) the Assessment lien on the Phase #1 Assessed Property is a lien and covenant that runs with the land and is effective from the date of the Phase #1 Assessment Ordinance and continues until the 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 Assessment shall incur and accrue interest, penalties, and attorney's fees as provided in the PID Act;

(viii) the owner of an Assessed Parcel or a lot within such Assessed Parcel, may pay at any time the entire Assessment, with interest that has accrued on the Assessment, on any such Assessed Parcel or lot within such Assessed Parcel;

(ix) the Annual Installments of the Assessments (as defined in the Service and Assessment Plan and Phase #1 Assessment Roll) may be adjusted, decreased and extended; and, the shall be obligated to pay their respective revised amounts of the annual installments, when due, and without the necessity of further action, 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 State law, including the PID Act, prior to the Effective Date (defined herein).

C. Mandatory Prepayment of Assessments. Landowner agrees and acknowledges that Landowner or subsequent landowners may have an obligation to prepay an Assessment upon the occurrence of a mandatory prepayment event, at the sole discretion of the City and in accordance with the Service and Assessment Plan, as amended or updated or upon sale of property in the District to a party not subject to Assessments or upon the occurrence of another mandatory prepayment event listed in the Service and Assessment Plan.

D. Notice of Assessments. Landowner further agrees as follows:

(i) the provisions of this Agreement and the Covenants, Conditions and Restrictions 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 Phase #1 Assessment Ordinance and the Service and Assessment Plan as reasonably determined by the City), in the records of the County Clerk of Grayson County, as a lien and encumbrance against such Phase #1 Assessed Property, and Landowner hereby authorizes the City to so record such documents against the Landowner's Parcel;

(ii) reference to the Covenants, Conditions and Restrictions attached hereto as **Exhibit II** shall be included on all recordable subdivision plats and such plats shall be recorded in the real property records of Grayson County, Texas;

(iii) in the event of any subdivision, sale, transfer or other conveyance by Landowner of the right, title or interest of Landowner in the Landowner's Parcel or any part thereof, the owner(s) of the Landowner's Parcel, or any such part thereof, shall continue to be bound by all of the terms, conditions and provisions of such Covenants, Conditions and Restrictions and any purchaser, transferee or other subsequent owner shall take such Landowner's Parcel or portion thereof subject to all of the terms, conditions and provisions of such Covenants, Conditions and Restrictions; and

(iv) Landowner shall comply with, and shall contractually obligate (and promptly provide written evidence of such contractual provisions to the City) any party who purchases the Landowner's Parcel 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 (as defined in the Service and Assessment Plan) 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 Landowner's request and the City's consent, in the City's sole and absolute discretion, the 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 #1 IMPROVEMENTS

A. Ownership and Transfer of Phase #1 Improvements. Landowner acknowledges that all of the Phase #1 Improvements and the land (or easements, as applicable) needed therefor shall be owned by the City, as applicable, once accepted by and conveyed to the City, following construction 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, and without monetary or other compensation to the Landowner as set forth in the MDA or otherwise required by the City's standard procedure regarding the same, other than as provided in that certain Reimbursement Agreement between the City and Landowner of even date herewith (the "Reimbursement Agreement").

B. Grant of Easement and License, Construction of Phase #1 Improvements.

(i) Any subsequent owner of the Landowner's Parcel 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 #1 Improvements on the property within Phase #1 of the District, to stage on the property within Phase #1 of the District construction trailers, building materials and equipment to be used in connection with such construction of the Phase #1 Improvements and for passage and use over and across parts of the property within Phase #1 of the District as shall be reasonably necessary during the construction of the Phase #1 Improvements, and without monetary or other compensation to be paid for such grant or conveyance. Any subsequent owner of the Landowner's Parcel may require that each contractor constructing the Phase #1 Improvements cause such owner of the Landowner's Parcel to be indemnified and/or named as an additional insured under liability insurance reasonably acceptable to such owner of the Landowner's Parcel. The right to use and enjoy any easement and license provided above shall continue until the construction of the Phase #1 Improvements is complete; provided, however, any such license or easement shall automatically terminate upon the earlier of (1) the recording of the final plat for the Landowner's Parcel in the real property records of Grayson County, Texas, or (2) the City's acceptance of the Phase #1 Improvements.

(ii) Landowner hereby agrees that any right or condition imposed by any agreement, with respect to the imposition of the Assessment 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 imposition of the 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 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 has 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 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 Grayson County, Texas Real Property Records, the sole owner of the Landowner's Parcel.

(v) The Landowner's Parcel owned by Landowner 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 Assessments and the priority of the lien related to the assessments as described in this Agreement, or (iii) the construction of the Phase #1 Improvements on those portions of the property within Phase #1 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 #1 Improvements. 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 #1 Improvements; provided, however, the foregoing waiver should not apply to any potential claims available to the Landowner under the Reimbursement Agreement.

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:	Attn: City Manager City of Sherman, Texas 220 W. Mulberry Street Sherman, TX 75090
With a copy to:	Attn: Robert H. Roeder and Kris Kearney, City Attorney Abernathy, Roeder, Boyd & Hullett, P.C. 1700 Redbud Blvd., Suite 300 McKinney, TX 75069
To Landowner:	Attn: Ronny Guerrero Terra Perpetua, LLC 2800 N. Dallas Parkway, Suite 324 Plano, TX 75093

With a copy to: Attn: William S. Dahlstrom
Jackson Walker, LLP
2323 Ross Avenue, Suite 600
Dallas, Texas 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 as 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 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, Landowner, each current owner of any parcel which constitutes the Landowner's Parcel, and the holders of bonds issued by the City to finance the costs of the Phase #1 Improvements and which are secured by a pledge of the Assessments or any part thereof, if any, 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 Grayson County, Texas.

E. Amendments. This Agreement may be amended only by written instrument executed by the City and 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 Grayson 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 Landowner and shall be valid and enforceable on said date and thereafter.

G. Estoppels. Within 10 business 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 the Landowner's Parcel.

H. Termination. This Agreement shall terminate and be of no further force and effect as to the Landowner's Parcel upon payment in full of the Assessment(s) against such Landowner's Parcel.

I. Anti-Boycott Verification. Landowner hereby verifies that Landowner and its parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable State or Federal law. 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. Landowner understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Landowner and exists to make a profit.

J. Iran, Sudan, and Foreign Terrorist Organizations. Landowner hereby represents that neither Landowner nor any of its parent companies, 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, and posted on any of the following pages of such officer's internet website: https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf, https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or https://comptroller.texas.gov/purchasing/docs/fto-list.pdf. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable State or Federal law and excludes 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. Landowner understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with Landowner and exists to make a profit.

[Signature pages to follow]

EXECUTED by the City and Landowner on the respective dates stated below.

Date: _____

CITY OF SHERMAN

By: _____
David Plyler, Mayor

ATTEST:

_____
Linda Ashby, City Clerk

APPROVED AS TO FORM

_____
Ryan D. Pittman, Attorney for the City

STATE OF TEXAS §
§
COUNTY OF GRAYSON §

This instrument was acknowledged before me on the __ day of _____, 2021 by _____ of the City of Sherman, Texas on behalf of said City.

_____
Notary Public, State of Texas

(SEAL)

_____
Name printed or typed

Commission Expires:_____

[Signature Page Landowner Agreement]

LANDOWNER

TERRA PERPETUA, LLC,
a Delaware limited liability company

By: _____
Name: Ronny Guerrero
Its: President & CEO

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2021 by Ronny Guerrero, President & CEO of Terra Perpetua, LLC, a Delaware limited liability company, 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

TRACT 1:

SITUATED in the County of Grayson, State of Texas, being a part of the Sherrod Dunman Survey, Abstract No. 329, and being the same tract of land described as 246.134 acres conveyed by Edward C. Greene, Trustee to Rolling Meadows Associates by deed dated September 28, 1984, recorded in Volume 1716, Page 3 84, Deed Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a point for the most Northerly Northwest corner of the said 246.134 acre tract in the South right-of-way line of F.M. Highway No. 1417 from which a 1/2" steel rod found bears North 15°22'34" West a distance of 0.36 feet, said point also being the Northeast corner of the same tract of land described as 0.84 acres conveyed by Richard J. Self and Brieta Self to Eric Popp and Kelly Popp by deed dated March 20, 2010, recorded in Volume 4809, Page 60, Official Public Records, Grayson County, Texas;

THENCE North 75°03'39" East with said right-of-way line a distance of 799.69 feet to a concrete monument at an angle point;

THENCE North 71°14'48" East continuing with said right-of-way line a distance of 300.67 feet to an angle point at the Southwest base of a concrete monument;

THENCE North 75°03'39" East continuing with said right-of-way line a distance of 814.42 feet to the beginning of a curve to the left having a radius of 11,519.16 feet;

THENCE in an Easterly direction continuing with said right-of-way line along said curve, (chord bears North 74°41'09" East, 150.78 feet) an arc distance of 150.79 feet to the end of said curve;

THENCE North 74°18'39" East continuing with said right-of-way line a distance of 391.99 feet to a point for the most Northerly Northeast corner of the said 246.134 acre tract at the Southwest base of a cross-tie corner post, said point also being the original Northwest corner of the same tract of land described as 32.55 acres conveyed by Frances Maddox to Ruth Ellen Green by deed dated October 8, 2002, recorded in Volume 3331, Page 760, said Official Public Records, also being the Northwest corner of the same tract of land described as 2.00 acres severed from said 32.55 acre tract as conveyed by said Ruth Ellen Green to said Frances Maddox by deed dated October 8, 2002, recorded in Volume 3331, Page 765, said Official Public Records;

THENCE in a Southerly direction with the general course of a fence along the Northerly East line of the said 246.134 acre tract and West line of the said Green and Maddox tracts the following calls and distances:

South 14°55'29" East a distance of 642.51 feet;

South 15°21 '36" East a distance of 667.58 feet;

South 17°39'07" East a distance of 284.78 feet;

South 15°20'03" East a distance of 209.84 feet to a 1/2" steel rod set marking the Southwest corner of the said Maddox tract and an inside "L" corner to the said 246.134 acre tract;

THENCE North 75°18'02" East with a fence a distance of 430.04 feet to a 1/2" steel rod set marking the most Easterly Northeast corner of the said 246.134 acre tract and the Southeast corner of the said Maddox tract in the West right-of-way line of the St. Louis & San Francisco Railroad;

THENCE South 06°41'02" West with said West right-of-way line a distance of 2152.98 feet to an "L" corner;

THENCE North 83°18'58" West a distance of 75.00 feet to an "L" corner;

THENCE South 06°41'02" West continuing with said West right-of-way line a distance of 843.85 feet to a 1/2" steel rod set marking the Southeast corner of the said 246.134 acre tract and the Northeast corner of the same tract of land described as 82.032 acres conveyed by Sherman Development Partnership No. 1 to Sam H. Berry by deed dated October 1, 1993, recorded in Volume 2298, Page 258, Real Property Records, Grayson County, Texas, also being the original Easterly Northeast corner of the same tract of land described as 240. 9284 acres conveyed by International Business Machines Corporation to Fisher Controls Company, Inc. by deed dated June 30, 1976, recoded in Volume 1349, Page 493, said Deed Records;

THENCE North 67°19'54" West with the Southwesterly line of the said 246.134 acre tract, passing the Northwest corner of the said 82.032 acre tract and continuing for a total distance of 1879.15 feet to a 1/2" steel rod found at an angle point;

THENCE North 49°31'48" West continuing with said Southwesterly line, passing the Northeast corner of Block 1, Lot 1, Blalock Industrial Park, an addition to the City of Sherman as shown by plat of record in Volume 8, Page 92, Plat Records, Grayson County, Texas, also being the Southeast corner of the same tract of land described as 25.264 acres conveyed by said Sherman Development Partnership No. I to Liberty Trust Company, Ltd. by deed dated February 7, 2017, recorded in Volume 5948, Page 836, said Official Public Records, and continuing for a total distance of 1553.66 feet to a 1/2" steel rod found at an angle point;

THENCE North 14°46'12" West now with the West line of the said 246.134 acre tract and East line of the said 25.264 acre tract, passing the Northeast corner of the said 25.264 acre tract and the Southeast corner of the same tract of land described as 12.166 acres conveyed by Anthony Aleman to Ramanujam K. Vangipuram and Samrajyam Kolluru by deed dated February 10, 2017, recorded in Volume 5948, Page 638, said Official Public Records, and continuing for a total distance of 1146.71 feet to a 1/2" steel rod found maintaining the most Westerly Northwest corner of the said 246.134 acre tract and the Southwest corner of the same tract of land described as 13.41 acres conveyed by Garcha Corporation to Sherman Economic Development Corporation by deed dated August 25, 2015, recorded in Volume 5680, Page 685, said official Public Records;

THENCE North 74°28'45" East a distance of 642.18 feet to a 1/2" steel rod found maintaining an inside "L" corner to the said 246.134 acre tract and the Southeast corner of the said 13.41 acre tract;

THENCE North 15°22'34" West with the Northerly West line of the said 246.134 acre tract a distance of 959.39 feet to the POINT OF BEGINNING and containing 245.83 acres of land more or less.

TRACT 2:

Situated in the County of Grayson, State of Texas being a port of the Sherrod Dunman Surve y, Abstract No. 329, and being a part of the land conveyed by M.L. Maddox to C.T. Maddox and J.W. Maddox by deed dated April 26th, 1965, recorded in Volume 1029, Page 551, Deed Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a cross-tie corner post at the intersection of the South right-of-way line of F.M. Highway No. 1417 and the West line of the said Maddox tract, said post being common to the Northeast corner of a 251.1845 acre tract of land conveyed by Edward C. Greene, Trustee, to Rolling Meadows Associates, by deed recorded in Volume 1716, Page 384, said Deed Records;

THENCE in an easterly direction with said right-of-way the following calls and distances:

North 74’18’25” East a distance of 243.59 feet to a concrete right-of-way marker;

North 80’01’17” East a distance of 803.99 feet to a 1/2" steel rod set at an angle point in said right-of-way;

North 74’18’39” East a distance of 95.31 feet to a 1/2” steel rod set at the intersection of the said right-of-way with the West right-of-way line of the Frisco Railroad;

THENCE South 06’41’02” West with said railroad right-of-way a distance of 1872.88 feet to a said 1/2” steel rod set, said rod maintaining the Southeast corner of said Maddox tract of land;

THENCE South 75’18’02” West with the South line of said Maddox tract a distance of 430.04 feet to a 1/2” steel rod set at the Southwest corner of the said Maddox tract;

THENCE in a Northerly direction with an old fence maintaining the West line of said Maddox tract the following calls and distances:

North 15’20’03” West a distance of 209.84 feet to a point;

North 17’39’07” West a distance of 284.78 feet to a point;

North 15’21’36” West a distance of 667.58 feet to a point;

North 14’55’29” West a distance of 642.51 feet to the Place-of-Beginning and containing 32.545 acres of land more or less.

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 _____, 2021 by **Terra Perpetua, LLC** a Delaware limited liability company (the "Landowner").

RECITALS:

A. The Landowner holds record title to that portion of the real property located in Grayson County, Texas, which is described in the attached Exhibit I (the "Landowner's Parcel").

B. The City Council of the City of Sherman (the "City Council") upon a petition requesting the establishment of a public improvement district covering the Landowner's Parcel within the District to be known as the Bel Air Village Public Improvement District (the "District") by the then owners of more than 50% of the appraised value of the taxable real property and owners of more than 50% 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 a Phase #1 Assessment Ordinance for the first phase of development of the Landowner's Parcel within the District ("Phase #1") to levy assessments for certain public improvements (including all exhibits and attachments thereto, the "Phase #1 Assessment Ordinance") and the Service and Assessment Plan included as an exhibit to the Phase #1 Assessment Ordinance (as amended from time to time, the "Service and Assessment Plan"), and has levied the assessments (as amended from time to time, the "Assessments") on the Phase #1 Assessed Property in Phase #1 of the District, which Phase #1 is coextensive with the Landowner's Parcel.

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 these Covenants, Conditions and Restrictions.

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 each portion of the Phase #1 Assessed Property within 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 Phase #1 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 within the Landowner's Parcel 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 #1 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 these Declarations of Covenants, Conditions and Restrictions, 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 Phase #1 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 Grayson 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 PUBLIC IMPROVEMENT DISTRICT ASSESSMENT TO THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS CONCERNING THE PROPERTY AT [Street Address]

As the purchaser of this parcel of real property, you are obligated to pay an assessment to the City of Sherman, Texas, for improvement projects undertaken by a public improvement district under Chapter 372 of the Texas Local Government Code, as amended. The assessment may be due in periodic installments.

The amount of the assessment against your property may be paid in full at any time together with interest to the date of payment. If you do not pay the assessment in full, it will be due and payable in annual installments (including interest and collection costs). More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the City of _____, _____, _____, Texas _____. Your failure to pay the assessment or the annual installments could result in a lien on and the foreclosure of your property.

Signature of Purchaser(s) _____ Date: _____

The seller shall deliver this notice to the purchaser before the effective date of an executory contract binding the purchaser to purchase the property. The notice may be given separately, as part of the contract during negotiations, or as part of any other notice the seller delivers to the purchaser. If the notice is included as part of the executory contract or another notice, the title of the notice prescribed by this section, the references to the street address and date in the notice, and the purchaser's signature on the notice may be omitted.

EXECUTED by the undersigned on the date set forth below to be effective as of the date first above written.

LANDOWNER

TERRA PERPETUA, LLC,
a Delaware limited liability company

By: _____
Name: Ronny Guerrero
Its: President & CEO

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2021 by Ronny Guerrero, President & CEO of Terra Perpetua, LLC, a Delaware limited liability company, 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 Phase #1 Assessment Ordinance and the 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 #1 Assessment Roll for such Assessed Parcel (or if the Phase #1 Assessment Roll is not available for such Assessed Parcel, then a schedule showing the maximum 30 year payment for such Assessed Parcel) as an addendum to any residential homebuyer's contract.

2. Any Landowner who is a Builder shall provide evidence of compliance with 1 above, signed by such residential homebuyer, to the City.

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.

BEL AIR VILLAGE PUBLIC IMPROVEMENT DISTRICT
PHASE #1 REIMBURSEMENT AGREEMENT

This Bel Air Village Public Improvement District Phase #1 Reimbursement Agreement (this "Reimbursement Agreement") is executed by and between the **City of Sherman, Texas** (the "City") and **Terra Perpetua, LLC**, a Delaware limited liability company (the "Developer") (individually referred to as a "Party" and collectively as the "Parties") to be effective _____, 2021 (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 Bel Air Village Public Improvement District Service and Assessment Plan, dated May 3, 2021, as the same may be further amended, supplemented, and updated from time to time (the "SAP") approved by Ordinance No. _____ passed and approved by the City Council on May 3, 2021; and

WHEREAS, the Developer and the City have entered into that certain Bel Air Village Master Development Agreement, dated December 18, 2020 (as amended from time to time, the "MDA"), which provides for, among other things, the creation of the District (defined below), the City's and the Developer's construction of certain improvements within the District that include, without limitation, the Phase #1 Improvements (defined below), the Developer's dedication of certain public improvements within the District to the City, which include, without limitation, the Phase #1 Improvements, the levy of Assessments (as subsequently defined in the SAP) on property within the District, and other matters with respect to the development of the District Property (defined below) and the District; and

WHEREAS, on March 15, 2021 the City Council passed and approved Resolution No. 6711 authorizing the creation of the Bel Air Village Public Improvement District (the "District") covering approximately 278 acres of land in Sherman, Texas that is owned by the Developer and 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 Assessments for each phase have been or will be levied against the Assessed Property (as defined in the SAP) within such phase to pay the costs of Authorized Improvements (as defined in the SAP) that confer a special benefit on the Assessed Property within such phase; and

WHEREAS, Phase #1 Improvements (as defined in the SAP) are to be constructed within Phase #1 of the District Property, as described and depicted in the SAP; and

WHEREAS, on April 19, 2021, the City Council passed and approved Resolution No. 6728 determining, among other things, the estimated costs of the Phase #1 Improvements; and

WHEREAS, on May 3, 2021, the City Council passed and approved Ordinance No. _____ (the "Assessment Ordinance") which, among other things, approved the SAP (including the Phase #1 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 #1 (the "Phase #1 Assessed Property") for the Phase #1 Improvements in accordance with the Phase #1 Assessment Roll attached as Appendix E to the SAP; and

WHEREAS, the SAP established $9,060,054 as the cost of the Phase #1 Improvements, of which, $7,168,000 is to be assessed against Phase #1 of the District Property (the "Phase #1 Improvements Costs"); and

WHEREAS, the SAP allocated the Phase #1 Improvements Costs to Phase #1 of the District Property, and the SAP contemplated the allocation of the Phase #1 Improvements Costs among the lots and improvements to be created or constructed in Phase #1; and

WHEREAS, Assessments against the District Property within Phase #1 of the District ("Phase #1 Assessments") are reflected on the Phase #1 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, 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 #1 Assessments and Annual Installments (excluding Delinquent Collection Costs, and Administrative Expenses) (the "Phase #1 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 #1 Assessment Fund"); and

WHEREAS, while not currently contemplated, if Future Phase #1 Bonds (as defined below) are issued, Phase #1 Assessment Revenue shall be collected and deposited as provided in the indenture(s) authorizing the issuance of the Future Phase #1 Bonds; and

WHEREAS, the Phase #1 Assessment Revenue deposited into the Phase #1 Assessment Fund shall be used to reimburse the Developer and its assigns for the Phase #1 Improvements Costs advanced by the Developer in an amount not to exceed $7,168,000, plus interest; and

WHEREAS, other than the MDA, the Parties agree that this Reimbursement Agreement supersedes and replaces any prior agreements (whether written or oral) including any amendments to those prior agreements between the Parties regarding the subject matter hereof; and

WHEREAS, the obligations of the City to use the Phase #1 Assessments as provided hereunder is authorized by the PID Act;

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. Recitals. 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. Reimbursement. Strictly subject to the terms, conditions, and requirements as herein provided and solely from the Phase #1 Assessment Revenues after deduction of the City's Administrative Expenses (as defined in 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 hard and soft costs of the design and construction of the Phase #1 Improvements paid by the Developer for the Phase #1 Improvements Costs that were within budgeted costs, or authorized overrun costs, that were paid or incurred by the Developer in accordance with the MDA, the SAP and this Reimbursement Agreement plus interest on the unpaid balance in accordance with the terms of this Reimbursement Agreement until the date otherwise set forth in the MDA (the "Maturity Date"), and which shall be reimbursed to the Developer and its assigns in a principal amount not to exceed $7,168,000 as it pertains to the Phase #1 Improvements (the "Reimbursement Amount"), plus interest accrued. Notwithstanding the right to reimbursement set forth in the preceding sentence, the Developer acknowledges and agrees that the Developer shall be responsible for all actual costs and expenses incurred in constructing and developing the Phase #1 Improvements. The City hereby covenants to create, concurrently with the execution of this Reimbursement Agreement, a separate fund to be designated the "Phase #1 Assessment Fund." The Reimbursement Amount is payable from monies to be deposited in the Phase #1 Assessment Fund, or from the net proceeds of Future Phase #1 Bonds, if any, as described below:

    a. All payments of the Reimbursement Amount are payable solely from: (i) the Phase #1 Assessment Revenue received and collected by the City and deposited into the Phase #1 Assessment Fund; (ii) the net proceeds (after payment of costs of issuance, including the costs paid or incurred by the City) of one or more series of bonds (the "Future Phase #1 Bonds"), if any, issued by the City and secured by the Phase #1 Assessment Revenue, or (iii) a combination of items (i) and (ii) immediately above. The Phase #1 Assessment Revenue shall be received, collected and deposited into the Phase #1 Assessment Fund subject to the following limitations:

i. Calculation of the Phase #1 Assessments and the first Annual Installments for lots or parcels of property within the District shall begin as provided for in the SAP and the Assessment Ordinance, or a subsequent amendment to either.

ii. Until such time as Future Phase #1 Bonds are issued, if any, the Phase #1 Assessments shall accrue interest at the rates set forth in this Section 2. Interest shall continue on the unpaid principal amount of the Phase #1 Assessments for a lot or parcel of property in Phase #1 of the District for the earlier of 30 years or until the Phase #1 Assessments for such lot or parcel of property are paid in full.

iii. The Developer and its assigns shall be reimbursed in a combined aggregate amount not to exceed the Reimbursement Amount plus interest from the Phase #1 Assessment Fund and as allowed under Section 2(a) above.

iv. The unpaid Reimbursement Amount shall bear simple interest per annum at the rate of ____%, provided that, in the event Future Phase #1 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*, 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 _____%. The interest rate of ____% contained herein comply with Subsections 372.023(e)(1) and (e)(2) of the PID Act.

v. If any Future Phase #1 Bonds are issued, the City shall bill, collect, and upon receipt, deposit all Phase #1 Assessment Revenue relating to such bonds in the manner set forth in the indenture(s) authorizing such bonds.

vi. The obligation of owners of the Phase #1 Assessed Property within the District, including the Developer to the extent it continues to own any Phase #1 Assessed Property, to pay Assessments is not in any way dependent on the availability of amounts in the Phase #1 Assessment Fund, or otherwise available from other sources, including any Future Phase #1 Bonds issued by the City, that are secured or that are to be paid, in whole or in part, by Phase #1 Assessments, to pay for all or any portion of the costs and expenses of the Phase #1 Improvements hereunder.

vii. The Developer acknowledges that any lack of availability of amounts in the Phase #1 Assessment Fund or otherwise available from other sources, including any Future Phase #1 Bonds issued by the City, that are secured or that are to be paid, in whole or in part, by Phase #1 Assessments, to pay the

costs of the Phase #1 Improvements shall in no way diminish any obligation of the Developer with respect to the construction of or contributions for the Phase #1 Improvements required by the MDA, the SAP or this Reimbursement Agreement or any other agreement to which the Developer is a party or any governmental approval to which the Developer or any land within the District is subject.

viii. The City shall have no responsibility whatsoever to the Developer with respect to the investments of any monies held by a trustee under an indenture, including any loss of all or a portion of the principal invested or any penalty for liquidation of an investment.

b. The City and the Developer agree that monies deposited into the Phase #1 Assessment Fund and upon the presentation of evidence satisfactory to the City Manager of the City, the City will, on a no more frequently than monthly basis if a Certification for Payment (defined below) is approved by the City, cause the payment for cost(s) of Phase #1 Improvements from the Phase #1 Assessment Fund, subject to the availability of funds in the Phase #1 Assessment Fund, to the Developer or its assignees. These payments will be delivered to the Developer or its assignees in accordance with the MDA, the SAP and this Reimbursement Agreement pursuant to the submission of a "Certification for Payment" (herein so called) substantially in the form of **Exhibit A** attached hereto and incorporated herein for all purposes as follows:

i. No payment hereunder shall be made from the Phase #1 Assessment Fund until a Certification for Payment is received from the Developer on or before the tenth (10^{th}) day of any given month for work with respect to a Phase #1 Improvement (or its completed segment or phase thereof) and approved for payment by the City Manager of the City. Upon receipt of a Certification for Payment (along with all accompanying documentation required by the City) from the Developer, the City's inspector shall conduct a review in order to confirm that such request is complete, to confirm that the work with respect to such Phase #1 Improvement identified therein for which payment is requested was performed in accordance with all applicable governmental laws, rules and regulations and applicable plans and specifications previously approved by the City therefor and with the terms of the MDA and SAP, 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. The City's inspector 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's inspector in conducting each such review and to provide the City's inspector with such additional information and documentation as is reasonably necessary for the City's inspector to conclude each such review.

ii. Within fifteen (15) days of receipt of any Certification for Payment, the City Manager shall either (i) approve and execute the Certification for Payment and forward the same to the account administrator of the Phase #1 Assessment Fund for payment (from those funds available in the Phase #1 Assessment Fund), or (ii) disapprove the Certification for Payment by giving written notification to the Developer of such disapproval, in whole or in part, and 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 Manager shall specify the extent to which the Certification for Payment is approved and shall deliver such partially approved Certification for Payment to the account administrator of the Phase #1 Assessment Fund for approval in accordance with this Reimbursement Agreement, and any such partial work shall be processed for payment under Section 5.02, notwithstanding such partial denial. The City shall have an additional ten (10) days from the receipt of additional documentation from Developer that is required as part of a partially or wholly denied Certification of Payment to approve or deny such previously denied Certification of Payment.

iii. If the City Manager denies the Certification for Payment, the denial must be in writing, stating the reason(s) for denial. The denial may be appealed to the engineer of record mutually selected by the Parties by the Developer in writing within thirty (30) days of being denied by the City Manager. The engineer of record's final opinion shall be binding on the Parties.

iv. Upon receipt of a reviewed and approved Certification for Payment, as evidenced by the signature of the City Manager, or determination of the engineer of record in the case of an appeal, the account administrator of the Phase #1 Assessment Fund shall make payment from the Phase #1 Assessment Fund from those funds available, for such approved Certification for Payment pursuant to the terms of the Certification for Payment in accordance with the MDA, SAP and this Reimbursement Agreement. Any amount remaining to be paid on a no more frequently than monthly basis after funds have been exhausted in the Phase #1 Assessment Fund, shall remain as an amount outstanding to be paid, and shall be paid in the next disbursement of funds from the Phase #1 Assessment Fund,

again subject to availability of funds in the Phase #1 Assessment Fund and in accordance with the MDA, SAP and this Reimbursement Agreement.

v. Notwithstanding any other provisions of this Agreement, the account administrator of the Phase #1 Assessment Fund shall make payment directly to the person or entity specified by the Developer in an approved Certification for Payment, including: (1) a general contractor or supplier of materials or services or jointly to Developer (or any permitted assignee of such Developer) and the general contractor or supplier of materials or services, as indicated in an approved Certification for Payment; (2) to the Developer or any assignee of the Developer if an unconditional lien release is attached to such Certification for Payment; and, (3) to the Developer, or to the third party contractor directly, at Developer's request as specified in the Certification for Payment, in the event the Developer provides a general contractor's or suppliers of materials unconditional lien release for a portion of the work covered by the Developer or any assignee of the Developer to the extent of such lien release. None of the account administrator of the Phase #1 Assessment Fund, the City, City Council, City Manager, or any other City representative shall have any liability for relying on the accuracy of the payee information in any Certification for Payment as presented by the Developer or its assignees.

vi. Nothing in this Reimbursement Agreement shall be deemed to prohibit Developer or the City from contesting in good faith the validity or amount of any mechanic's or materialman's lien and/or judgment nor limit the remedies available to Developer or the City with respect thereto, including the withholding of any payment that may be associated with the exercise of any such remedy, so long as such delay in performance shall not subject the Phase #1 Improvement to foreclosure, forfeiture, or sale. If any such mechanics or materialman's lien and/or judgment with respect to any Phase #1 Improvement is contested, the Developer shall post or cause delivery of a surety bond in the amount determined by the City or City may decline to accept the Phase #1 Improvement until such mechanics or materialman's lien and/or judgment is satisfied.

3. Unpaid Balance. 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 #1 Assessment Revenue received and collected by the City and deposited into the Phase #1 Assessment Fund and/or from the net proceeds of the Future Phase #1 Bonds, if any. 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. 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 #1 Assessment Revenue received, collected and deposited into the Phase #1 Assessment Fund or from the net proceeds of the Future Phase #1 Bonds, if any. The City covenants that it will comply with the provisions of this Reimbursement Agreement, the MDA, 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 #1 Assessment Revenue and, as a result, is unable to make transfers from the Phase #1 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. Future Phase #1 Bonds. As of the effective date hereof, it is not contemplated that any Future Phase #1 Bonds will be issued. If that changes and the City elects to issue any Future Phase #1 Bonds, the City shall obtain the Developer's prior written consent authorizing the same. The net proceeds of any Future Phase #1 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 #1 Improvements that have already been paid and then to pay all or any portion of any Phase #1 Improvements Cost. If, after application of the net proceeds of such Future Phase #1 Bonds, any Phase #1 Improvements Cost remains unpaid, then the Developer shall pay or cause payment of such cost. If, after application of the net proceeds of any Future Phase #1 Bonds, the Unpaid Balance due the Developer remains unpaid, all payments toward the Unpaid Balance due the Developer shall be paid from amounts deposited into any funds created for such purpose under any indenture relating to any Future Phase #1 Bonds. Once the principal amount of all Future Phase #1 Bonds plus all payments paid to the Developer under this Reimbursement Agreement equal the Unpaid Balance, this Reimbursement Agreement shall terminate.

5. Assignment. 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"). Notwithstanding the foregoing, however, no Transfer shall be effective until five days after notice of the Transfer is received by the City, including for each Transferee the information required by Section 9 below. The City may rely on any notice of a Transfer received from the Developer without obligation to investigate or confirm the validity or occurrence of such Transfer. 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 without the express written consent of the City. 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.

6. Limited Liability of City. The obligations of the City under this Reimbursement Agreement are non-recourse and payable only from the Phase #1 Assessment Fund or the net proceeds of the Future Phase #1 Bonds, if any, 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. Other Agreements. 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 #1 Improvements. The obligations of the Developer hereunder shall be those as a Party hereto and not solely as an owner of property in the District. Nothing herein shall be construed, 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. Applicable Law; Venue. 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, venue for such dispute shall lie in any court of competent jurisdiction in Grayson County, Texas.

9. Notice. 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: Attn: City Manager
City of Sherman, Texas
220 W. Mulberry Street
Sherman, TX 75090

With a copy to: Attn: Robert H. Roeder and Kris Kearney, City Attorney
Abernathy, Roeder, Boyd & Hullett, P.C.
1700 Redbud Blvd., Suite 300
McKinney, TX 75069

To Developer: Attn: Ronny Guerrero
Terra Perpetua, LLC
2800 N. Dallas Parkway, Suite 324
Plano, TX 75093

With a copy to: Attn: William S. Dahlstrom
Jackson Walker, LLP
2323 Ross Avenue, Suite 600
Dallas, Texas 75201

10. Notwithstanding anything herein to the contrary, nothing herein shall otherwise authorize or permit the use by the City of the Phase #1 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.

b. If the Developer is in Default, the City shall have available all remedies at law or in equity, provided that no Default by the Developer shall: (1) affect the obligations of the City to use the amounts transferred to the Phase #1 Assessment Fund as provided in Sections 2 and 3 of this Reimbursement Agreement; or (2) entitle the City to terminate this Reimbursement Agreement.

c. 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.

12. Conflicts. To the extent there is a conflict between this Reimbursement Agreement and an indenture securing the Future Phase #1 Bonds, the indenture securing the Future Phase #1 Bonds shall control as the provisions relate to the Phase #1 Assessments. To the extent there is a conflict between this Reimbursement Agreement and the Construction Funding Agreement, the Construction Funding Agreement shall control.

13. Non-Waiver. 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. No Waiver of Powers or Immunity. 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. Parties in Interest. 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 transferees or 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. Interpretation. The Parties acknowledge that each has been actively involved in negotiating this Reimbursement Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this

Reimbursement Agreement. In the event of any dispute over the meaning or application of any provision of this Reimbursement Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

17. Time. In this Reimbursement Agreement, time is of the essence and compliance with the times for performance herein is required.

18. Authority and Enforceability. 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.

19. Entire Agreement. Subject only to the terms of the MDA, this Reimbursement Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Reimbursement Agreement. 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; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the Parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) 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.

20. Counterparts. This Reimbursement Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

21. Further Documents. The Parties agree that at any time after execution of this Reimbursement Agreement, they will, upon request of another Party, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request in order to effectuate the terms of this Reimbursement Agreement. This provision shall not be construed as limiting or otherwise hindering the legislative discretion of the City Council seated at the time that this Reimbursement Agreement is executed or any future City Council.

22. Term. The term of this Reimbursement Agreement is thirty (30) years, or until the Unpaid Balance is paid in full, whichever occurs first. If the Developer defaults under this Reimbursement Agreement and the Construction Funding Agreement, this Reimbursement Agreement and the Construction Funding Agreement shall not terminate with respect to the costs of the Phase #1 Improvements that have been approved by the City pursuant to an approved Certification for Payment (as defined in the Construction Funding Agreement) prior to the date of default.

23. Force Majeure. 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 three (3) 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.

24. Anti-Boycott Verification. 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, to the extent this Reimbursement Agreement is a contract for goods or services, will not boycott Israel during the term of this Reimbursement Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. 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.

25. Iran, Sudan, and Foreign Terrorist Organizations. The Developer hereby 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, and posted on any of the following pages of such officer's internet website: https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf,

https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or https://comptroller.texas.gov/purchasing/docs/fto-list.pdf. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Developer 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. 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.

[SIGNATURE PAGES TO FOLLOW]

Executed by Developer and City to be effective on the Effective Date.

Date: _____

CITY OF SHERMAN

By: _____
David Plyler, Mayor

ATTEST:

_____
Linda Ashby, City Clerk

APPROVED AS TO FORM

_____
Ryan D. Pittman, Attorney for the City

STATE OF TEXAS §
§
COUNTY OF GRAYSON §

This instrument was acknowledged before me on the __ day of _____, 2021 by _____ of the City of Sherman, Texas on behalf of said City.

_____
Notary Public, State of Texas

(SEAL)

_____
Name printed or typed

Commission Expires:_____

LANDOWNER

TERRA PERPETUA, LLC,
a Delaware limited liability company

By: _____
Name: Ronny Guerrero
Its: President & CEO

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2021 by Ronny Guerrero, President & CEO of Terra Perpetua, LLC, a Delaware limited liability company, on behalf of said company.

_____
Notary Public, State of Texas

EXHIBIT A

FORM OF CERTIFICATION FOR PAYMENT

The undersigned is an agent for Terra Perpetua, LLC, a Delaware limited liability company (the "Developer") and requests payment from the [Phase #1 Assessment Fund (as defined in the Phase #1 CFA Agreement)][construction account under the bond indenture] from the City of Sherman, Texas (the "City") in the amount of $_____ for labor, materials, fees, and/or other general costs related to the construction of certain Phase #1 Improvements related to the Bel Air Village Public Improvement District (the "Phase #1 Improvements"). Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Bel Air Village Public Improvement District Service and Assessment Plan (the "SAP"), the Bel Air Village Master Development Agreement (as amended from time to time, the "MDA"), or the Bel Air Village Public Improvement District Phase #1 Reimbursement Agreement (the "Phase #1 Reimbursement Agreement").

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 #1 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 amount listed for the Phase #1 Improvements below is a true and accurate representation of the costs associated with the creation, acquisition, or construction of said Phase #1 Improvement, and such costs are in compliance with the MDA, SAP, and the Phase #1 Reimbursement Agreement.

4. The Developer is in compliance with the terms and provisions of the MDA, SAP, and the Phase #1 Reimbursement Agreement.

5. All conditions set forth in the MDA, SAP, and the Phase #1 Reimbursement Agreement for the payment hereby requested have been satisfied.

6. The work with respect to the Phase #1 Improvement referenced below (or its completed segment) has been completed and the City may begin inspection of the Phase #1 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. In no event shall the City require both an all-bills-paid affidavit and copies of cleared checks to be provided as supporting documentation. The City agrees that providing either an all-bills-paid affidavit or copies of cleared checks shall be sufficient.

8. As required by Texas Local Government Code, Section 252.051, as amended, the Developer has provided the City with an independent appraisal of any Phase #1 Improvement consisting of any real property, or any interest in real property including easements and rights-of-way and open space if any, to be acquired by the City including specifically monies on deposit in the Phase #1 Assessment Fund.

Payments requested should include the following:

Payee / Description of Phase #1 Improvement	**Total Cost of Phase #1 Improvement**	**Budgeted Cost of Phase #1 Improvement**	**Amount to be paid from the Phase #1 Assessment Fund**

Attached hereto, are receipts, purchase orders, change orders, and similar instruments which support and validate the above requested payments.

Pursuant to the Phase #1 Reimbursement Agreement, after receiving this Certification for Payment, the City is authorized to inspect the Phase #1 Improvement (or completed segment or phase) and confirm that said work has been completed in accordance with all applicable governmental laws, rules, and approved plans and specifications. Afterwards, the City must then accept or deny this Certification for Payment.

Payments requested hereunder shall be made as directed below:

a. X amount to Person or Account Y for Z goods or services.

b. Etc.

I hereby declare that the above representations and warranties are true and correct.

TERRA PERPETUA, LLC

By:_____

Name: _____

Title: _____

Date: _____

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.

CITY OF SHERMAN, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **F. 1.**

Meeting Date: 05/03/2021

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Receive Presentation from Rob Rae, Director of Development Services Regarding General Zoning Ordinance Updates

Issue:

To receive a presentation from Rob Rae, Director of Development Services regarding General Zoning Ordinance Updates

Background:

The brief presentation by Rob Rae, Director of Development Services will provide the City Council with an overview of General Zoning Ordinance Updates to be placed on the May 17, 2021, City Council Agenda.

Origination:

City Council

Financial Consideration:

This presentation is for informational purposes only and has no impact on the City's revenues or expenses.

Staff Recommendation:

No action is required of the City Council.

Alternatives:

None recommended

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **F. 2.**

Meeting Date: 05/03/2021

Prepared By: Sarah McRae, Tourism/Main Street Manager

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Consider Request of True Options Pregnancy Center to Temporarily Close Certain Streets for the Sixth Annual "Turkey Trot 5K & Fun Run" on Saturday, November 20, 2021

Issue:

True Options Pregnancy Center will host the sixth annual "Turkey Trot 5K & Fun Run" on Saturday, November 20th, and is requesting the City of Sherman's assistance with traffic control and street closures.

Background:

True Options Pregnancy Center will hold the sixth annual "Turkey Trot 5K & Fun Run" on Saturday, November 20th. The race will begin at 8:00 a.m. and will follow the route displayed on the attached map. The run will require traffic control assistance and cones from the City of Sherman.

True Options is also requesting the closure of Rusk Street in front of the Municipal Building from 7:00 a.m. to 11:00 a.m. Barricades will be provided by the City of Sherman Street Department.

Origination:

Robin Willis, Development Director, True Options Pregnancy Center

Financial Consideration:

Labor and equipment to provide traffic control assistance and place/remove barricades and cones

Staff Recommendation:

It is recommended that the City Council approve this request and authorize the necessary traffic control and assistance to accommodate the event.

Alternatives:

As directed by Council

Attachments

Turkey Trot Request Letter 2021
Turkey Trot Maps 2021
Turkey Trot Special Event Application 2021

April 21, 2021

City of Sherman
220 W. Mulberry St.
Sherman, TX 75090-5832

To Whom It May Concern:

This year marks True Options Pregnancy Center's 6th annual Turkey Trot 5K and Fun Run. True Options Pregnancy Center is excited and ready to put this event on for the City of Sherman! All proceeds from this event will be given to True Options so that they can continue providing free medical care, counseling, and resources for women and men living in Texoma. Join us as we gobble, gallop, and give thanks during this family friendly event! Come join the fun by participating in our 5k race or try to beat the dressed up turkey in our fun run/walk and win a special prize!

We are requesting from the city, traffic support and cones to be placed along the course. We are estimating two hundred runners to participate. Please find below the details and attached the proposed course map.

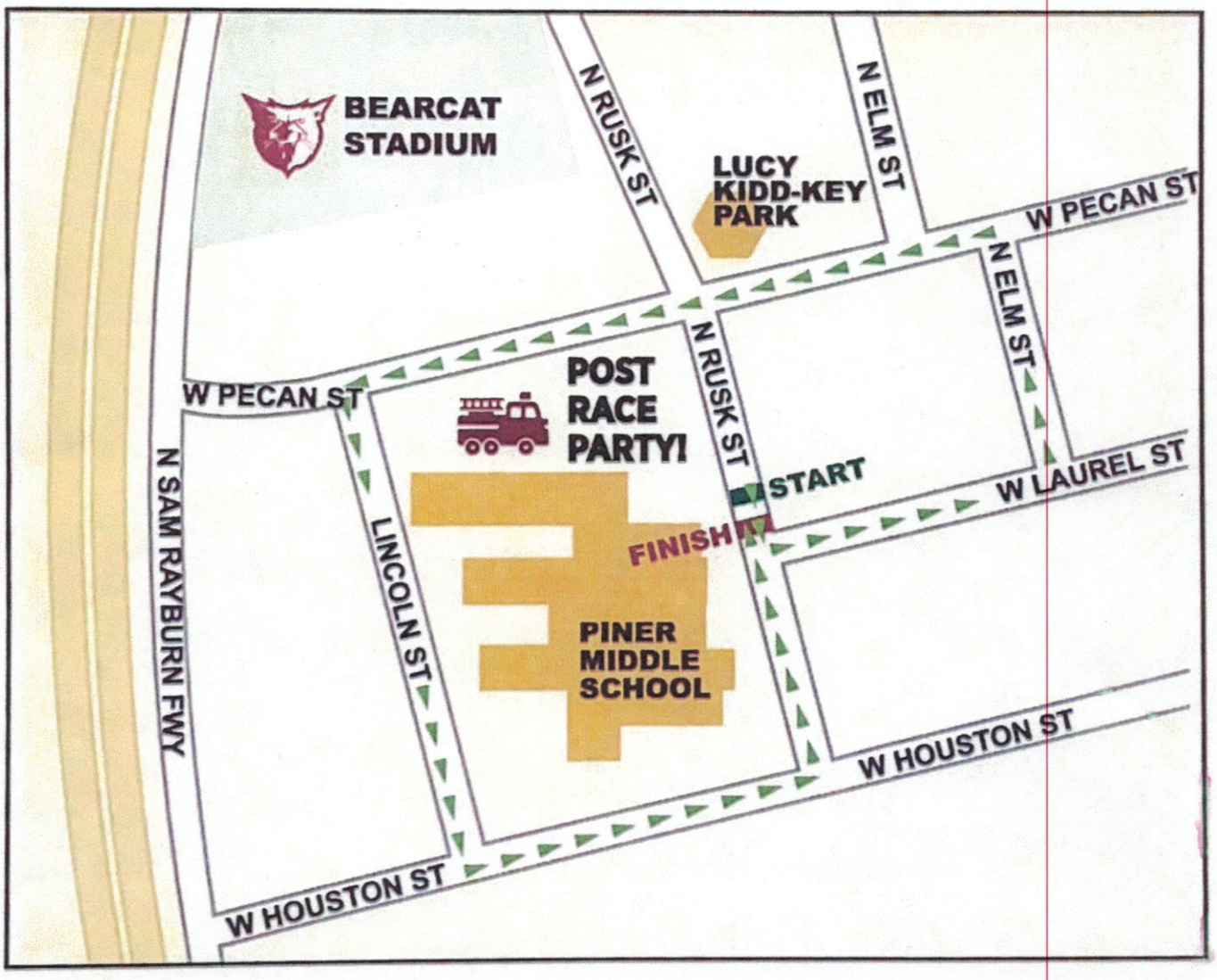
What: True Options Turkey Trot 5K & Fun Run
Who: True Options Pregnancy Center
When: Saturday, November 20th, 2021
Time: Race start 8:00 AM finish at 11:00AM
Where: Piner Middle School

We want to thank you in advance for your consideration of this event. If we can be of any assistance please give me a call at 903.893.9099.

Sincerely,

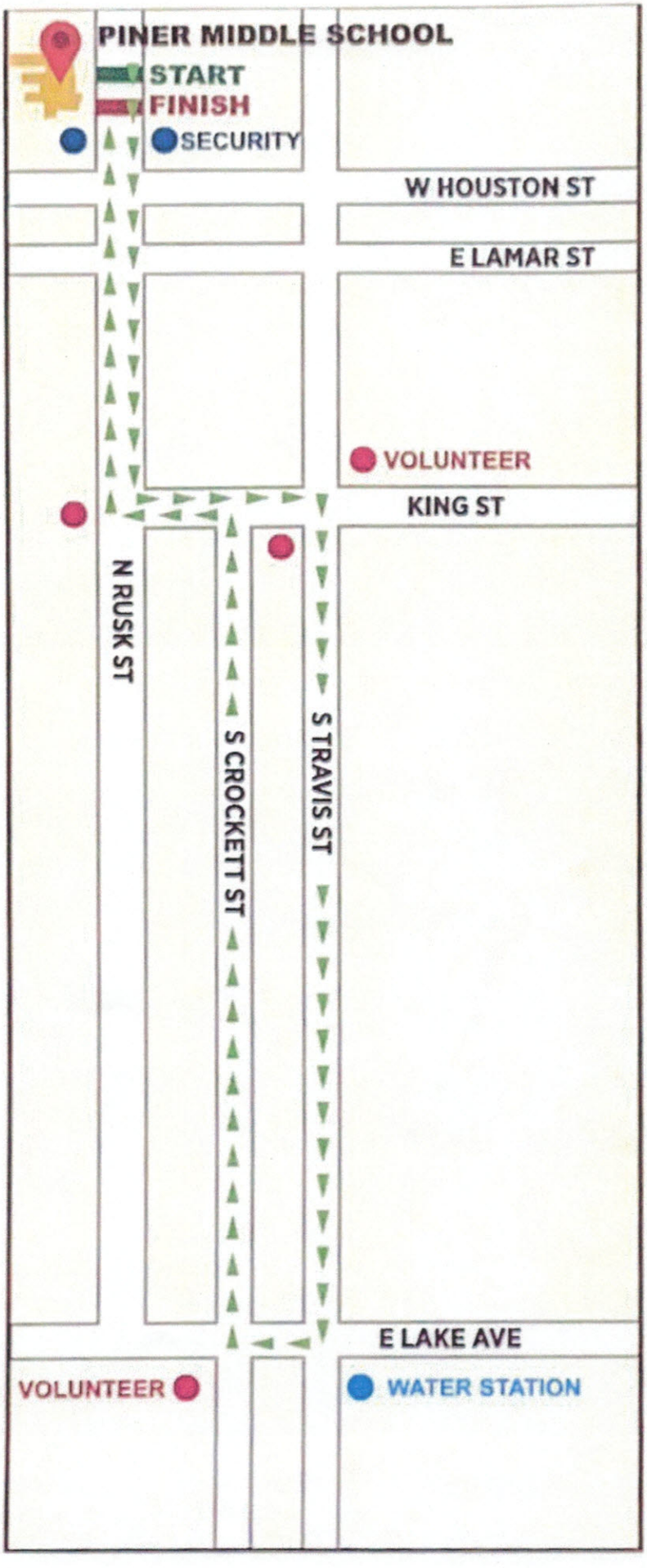
Robin Willis
Development Director
True Options Pregnancy Center

FAMILY FRIENDLY FUN RUN



BEGINNING AND ENDING IN PINER MIDDLE SCHOOL'S PARKING LOT.

2021 Turkey Trot



2021
Turkey Trot

Sherman
CLASSIC TOWN. BROAD HORIZON.

Special Event Application

This agreement is between the City of Sherman, hereinafter referred to as City, and an event/event coordinator, hereinafter referred to as event, for the cooperation of planning and operating a Special Event.

City reserves the right to close down or cancel any Event that is in violation of any City Ordinance or deviation from this agreement. The City also reserves the right to close down or cancel the Event if public safety or affected department supervisors deem the event unsafe for public participation.

- Application must be submitted at least 60 days prior to the event date.
- The Event must carry property, bodily injury and municipal liability insurance of $1,000,000.00 per occurrence. The City of Sherman must be shown as an additional named insured on the insurance declaration. One (1) original copy of insurance must be submitted 30 days prior to event date.
- Alcohol distribution or consumption in any City Park and/or street is prohibited, unless approval is granted by motion and order by the City Council. A special event permit for alcohol on private property in conjunction with a Sherman private club may be permitted with a T.A.B.C license. Certain city-owned properties may allow for the consumption of alcohol.
- Please provide all information pertaining to the event as accurately as possible.

General Event Information

Official Name of Event: 6th Annual Turkey Trot

Type of Event: (i.e. Carnival, Circus, 1 Mile/5 K Run, etc.) 1 Mile / 5K Run Fundraiser

Event Date: Nov. 20, 2021 Event Times: 7A - 11A

Alternate Date: _____ Event Times: _____

*Alternate date required in case of weather delays

Will you need any public street closures? ✓ Yes ____ No

If Yes, which streets? parts of Travis, Crockett & Rusk

See attached map

*Closure of TxDOT controlled streets will need prior approval by TxDOT.
*Police and Fire vehicles must have access through street closures if the need arises.

Street closure time: 7:30AM Time closure removed: 10 AM

*Barricades will be provided by the City for the listed street closures. Fees may be required for additional barricade requests.

Where are the parking areas located: (Include on site plan) Piner, Municipal Building, Presby Church

Does your event require special/additional support? (Fee may be required)

✓ Police
(crowd control, traffic control, etc.)
If yes, contact Jarena Capps, Police Department, 903-892-7397

____ Fire Department
(EMT Support, etc.)
If yes, contact Chief Jones, Fire Department, 903-892-7263

____ Other
(provide detail)

If any special/additional support is checked above it is the responsibility of the event coordinator to contact the person listed above, prior to approval. If no contact is made by the event coordinator, the approval process for your special event will cease.

Number of trash containers and size requested over and above the current level: Ø

*Per city ordinance, all solid waste services must be provided by the city. Additional fees are possible for solid waste services.

Will there be music or any other use of a loudspeaker? ✓ Yes _____ No

If Yes, please fill out the following:

Type of loudspeakers: _____ How many: _____

Type of Amplifiers: _____ How many: _____

Type of electrical devices: _____ How many: _____

Date and time loudspeakers/amplifiers/electrical devices will be in use: 8AM - 11AM

*Loudspeakers/Amplifiers/Electrical Devices cannot be used during the hours of 9pm to 8am

Will you have any animals at the event? ✓ Yes _____ No

If yes, are any prohibited/regulated animals? possibly dogs but will be w/ owners and leashed.

*All pet owners must abide by Grayson County leash law

Public Information

Describe signage that will be used for the event, to include placement of signs: Routes will be clearly marked with signs.

Describe how you will notify residents affected by the event either living on the route/course or nearby. _____

*Proof of notification may be required

Overnight Accommodation Needs

Will event produce overnight stays in Sherman hotels, motels or bed and breakfasts? If so, how many rooms potentially? N/A

* The Sherman Chamber of Commerce is available for assistance with hotel information and accommodation needs for the event.

Sherman
CLASSIC TOWN. BROAD HORIZON.

Special Event
Date Request Form

Name of Event:	6th Annual Turkey Trot
Type of Event (i.e. Carnival, Circus, Festival, 1 Mile/5 K Run, etc.):	1mi / 5K Fundraiser
Location of Event:	Piner Middle School
Date of Event:	11-20-21
Event Contact Name:	Robin Willis
Event Contact Address:	105 W. Pecan St Sherman, Tx
Event Contact Phone:	903-893-9099
Event Contact Email:	robin@shermanpregnancy.com

Completion and approval of the Special Event Date Request Form does not guarantee event approval. The Community and Support Services Department must receive the completed Special Event Application 60 days prior to the event date. If the application is not received the date will be released 60 days prior to the event.

Requester Signature:	Robin Willis
Date:	9-19-21

*Office Use Only	
Date Request Received:	
Event Date Hold Approved: YES NO	
If NO, reason:	
Date 60 Days Prior to the Event Date:	
Date Special Event Application Received:	
Requested Event Date Released: YES NO	Date:
Community and Support Services Department Signature:	

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/20/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Johnson-Witkemper
305 Washington St
Columbus IN 47201

CONTACT NAME: Melinda Bedel
PHONE (A/C, No, Ext): 812-372-7829 **FAX (A/C, No):** 812-348-7475
E-MAIL ADDRESS: melinda.bedel@jwinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Cincinnati Insurance Co.	10677
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED GRAYCOU-01
Grayson County Crisis Pregnancy Center dba True Options
Pregnancy Center
PO Box 3237
Sherman TX 75091

COVERAGES **CERTIFICATE NUMBER:** 1419477562 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			ETD0517211	1/1/2021	1/1/2022	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	$ 5,000
	POLICY [ ] PRO-JECT [ ] LOC						PERSONAL & ADV INJURY	$ 1,000,000
	OTHER:						GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ 3,000,000
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
For 5K walk November 20,2021

CERTIFICATE HOLDER

Piner Middle School
402 W Pecan St
Sherman TX 75090

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Kurk Thomas

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SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **H. 1.**

Meeting Date: 05/03/2021
Prepared By: Linda Ashby, City Clerk
Approved By: Robby Hefton, City Manager

Caption:

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

(a) Parks and Recreation Advisory Board (2)

Issue:

Amanda Phillips' term on the Parks and Recreation Advisory Board expired on March 31, 2021. She is eligible and does wish to be reappointed. There is also a vacancy on this board. We have received an application from Ronald Rose for service on this board. There are no other applications on file.

Background:

The Parks and Recreation Advisory Board advises the City Council on long-range planning and the implementation of programs and activities conducted by the Parks and Recreation Department.

Origination:

The appointments originated with the City Clerk's Office.

Financial Consideration:

There is no financial consideration.

Staff Recommendation:

The staff recommends that Ms. Phillips be reappointed and Mr. Rose be appointed to the Parks and Recreation Board.

Alternatives:

The alternative is to delay appointments to the Board.

Attachments

Roster
Fact Sheet
Applicant List
Amanda Phillips Reappointment Letter
Ronald Rose Application

MEMBERSHIP ROSTER

PARKS & RECREATION BOARD **LENGTH OF TERMS: TWO YEARS**
Ord. 4112 Consecutive Term Limit (3)*effective 7/24/89

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Vacant			5/19/2021		
Amanda Phillips	1	A 3/21/2017 R 3/21/2019	3/21/2019 3/21/2021	1 2	
Brantley Blackburn	n/a	A 5/8/2018 R 5/8/2020	5/8/2020 5/8/2022	1 2	
Shane Martin	4	A 5/8/2018 R 5/8/2020	5/8/2020 5/8/2022	1 2	
Michael Kelly	1	A 12/19/2017 R 12/19/2019	12/19/2019 12/19/2021	1 2	
Michael Waitt	1	A 11/17/2015 R 11/17/2017 R 11/17/2019	11/17/2017 11/17/2019 11/17/2021	1 2 3	
Michelle Casey	3	A 2/4/2020	2/4/2022	1	

NOTE:

Chair:
Vice Chair:

CITY STAFF: Theresa Hutchinson, Parks and Recreation Manager
Revised 7/6/2020

FACT SHEET

PARKS AND RECREATION BOARD

Established by ORDINANCE 3181 – MARCH 28, 1977

1. **Number of Members: SEVEN (7)**
2. **Term of Appointment: TWO (2) YEARS**
3. **Consecutive Term Rule: THREE (3) TERMS – ORDINANCE 4112 (7/24/89)**
4. **Qualifications for Membership: INTEREST IN PROGRAMS AND ACTIVITIES CONDUCTED BY PARKS AND RECREATION DEPARTMENT. A STUDENT OF SHERMAN HIGH SCHOOL DESIGNATED BY STUDENT COUNCIL, AND THE DIRECTOR OF PARKS AND RECREATION SHALL BE EX-OFFICIO,NON-VOTING MEMBERS**
5. **Appointed by: MAYOR AND CITY COUNCIL**
6. **Board Organization**

CHAIRPERSON E VICE CHAIRPERSON ____ SECRETARY A

ELECTED ___ APPOINTED ___

7. **Departmental Responsibility: PARKS AND RECREATION DEPARTMENT**
8. **Meeting Date: FIRST WEDNESDAY OF EACH MONTH**
9. **Attendance Requirements: WILL FORFEIT SEAT BY MISSING 3 CONSECUTIVE MEETING WITHOUT GOOD CAUSE**

==========

PURPOSE:
To assist in long-range planning and implementation of programs and activities conducted by the Parks and Recreation Department.

RESPONSIBILITIES:
Advise concerning future development; to study and make recommendations concerning additional park land or sites; and to recommend means for maximum utilization of facilities.

APPLICANT LIST

Parks and Recreation Advisory Board **Positions Vacant 2**

Applicant	Address	District	Qualifications
Amanda Phillips	1424 N. Lockhart St	1	Current Member; Wishes to be Reappointed
Ronald Rose	506 Arbor Lane	1	Music of Our Native

COMMENTS:

Sherman
CLASSIC TOWN. BROAD HORIZON

City Clerk's Office

PUBLIC RECORDS DEPARTMENT
Phone No. (903) 892-7204
Fax No. (903) 892-7394

April 13, 2021

Amanda Phillips
1424 N. Lockhart
Sherman, Texas 75092

RE: Parks and Recreation Advisory Board

Dear Ms. Phillips:

Your term on the Parks and Recreation Advisory Board expired on March 21, 2021. You are eligible for reappointment to the Board. Please let me know whether or not you are interested in reappointment to this board by checking the appropriate statement at the bottom of this letter and returning a copy to me at the address below. If you have any questions or need additional information, please don't hesitate to contact me.

Best regards,

Linda Ashby
City Clerk

cc: Theresa Hutchinson, Parks and Recreation Manager

___X___ I do wish to be considered for reappointment to this board

_____ I do not wish to be considered for reappointment to this board

Signature

4/15/21
Date

Please return to: City of Sherman
City Clerk's Office
P.O. Box 1106
Sherman, Texas 75091-1106

RECEIVED
NOV 24 2020
In The
CITY CLERK'S OFFICE

CITY OF SHERMAN
APPLICATION FOR BOARD OR COMMISSION MEMBERSHIP

Return completed application to:
City Clerk's Office
220 W. Mulberry
P.O. Box 1106
Sherman, TX 75091
Fax: (903) 892-7394

Please type or use black ink
Please complete one application for each board or commission membership
Please limit attachments to two pages
For questions or additional information, call the City Clerk's Office, (903) 892-7206

Name: Ronald Rose
(Please print legal name and your name as you wish it to appear, if different.)

Name of Board or Commission: Parks & Rec

☐ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information

Home Address: 506 Arbor lane
Mailing Address: 506 Arbor lane
Telephone: 917 266 7659 Fax:
E-Mail: moonRose480@gmail.com
Sherman Resident for 5 years County: Grayson
Drivers License No.: 3692 1964
Voter Registration No.: 1212356641 ✓

Occupational Information

Business Name: Music of our nature
Occupation: CEO
Address: 506 Arbor lane
Telephone: 917 266 7659 Fax:
E-Mail: moonRose480@gmail.com

Which Council District do you live in? *(see attached map)* ~~2~~ 1 ✓

Prior work experience: *(please include dates)*
Army 2009 - 2014
music of our nature 2015 - Present

Educational Achievement:

High School Graduate? ☒ Yes ☐ No Year Graduated/Left School? 2006
Business College, Correspondence School, Adult Education, Other?
Name of College/University: Thomas Edison university ☐ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: *(please include dates)*
Sherman Youth sports 2017 - present

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☒ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.

Application held for 12 months from date received

Taxes - None

Are you presently serving on a City board or commission? ☐ Yes ☒ No

If so, which one? _____

Why do you want to become a member of this particular board or commission *(how would you use this experience to benefit the City)*?
I have been working with Sherman Youth for 4 years now. I have helped to grow the program. I would like to extend my experience to the city.

Briefly explain what you believe are the three most important issues facing this board or commission and how you believe this board or commission should address each issue?

1) there is currently a vacant seat that needs to be filled.

2) the city needs a community center for the Youth. I believe I can help with plans to create a recreation center.

3) The city needs football fields for our Youth.

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:
I love creating programs our Youth can benefit from.

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission:

N/A

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☐ Yes ☒ No
Comments: _____

Statement of Intent

I am aware of the requirements of the City regarding conflicts of interest of appointees to the City of Sherman Boards and Commissions, as noted in the overview. I am aware of meeting dates and times of the Board/Commission for which I have applied, and that Board/Commission members are expected to attend a minimum of 75 percent of regularly scheduled meetings annually of their Board/Commission. If appointed, I agree to serve on the Board/Commission for which I have applied. Applications, including those received after the posted deadline, will remain on file for one year from the date of receipt.

Signature: _____ *Date:* 11/23/2020

In compliance with Chapter 552, Vernon's Texas Codes Annotated (Open Records Law), information provided on this application may be available to the public, upon request.

Sherman
CLASSIC TOWN. BROAD HORIZON.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **H. 2.**

Meeting Date: 05/03/2021
Prepared By: Linda Ashby, City Clerk
Approved By: Robby Hefton, City Manager

Caption:

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

(a) Library Board (2)

Issue:

Randy Hudson's term on the Library Board expired on April 7, 2021. He is eligible and does wish to serve again. Judy Sloan has also resigned from the Board. Her term was until August 4, 2023. We have received an application from Cort Myrick for the Library Board. Mr. Myrick does live in Howe, but he is very active in the Sherman Public Library.

Ordinance 4367 amending the Code of Ordinances in regards to the Library Board, does state that "all members of the board shall be residents of the City, having a knowledge of library affairs, a strong interest in library operations and a genuine appreciation of books." Melissa Eason, Library Services Administrator, feels Mr. Myrick would be an asset to the Library Board, if the City Council chose to appoint him to serve. If appointed, he would fill the unexpired term until August 4, 2023.

Background:

The Library Board serves in an advisory capacity to the City Librarian, the City Manager and the City Council.

Origination:

The appointments originated with the City Clerk's Office.

Financial Consideration:

There is no financial consideration.

Staff Recommendation:

It is the staff recommendation that the City Council reappoint Randy Hudson and appoint Cort Myrick to the Library Board.

Alternatives:

The alternative is to delay the reappointment and to encourage other applications for service on the Board.

Attachments

Roster
Fact Sheet
Ordinance 4367
Judy Sloan Resignation Letter
Applicant List
Randy Hudson Reappointment Letter
Cort Myrick Application

MEMBERSHIP ROSTER

LIBRARY BOARD

LENGTH OF TERMS: THREE YEARS
Term Limit: Three Consecutive Terms

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Lisa Hébert	4	A 3/20/2016 R 3/20/2019	3/20/2019 3/20/2022	1 2	Members are required to be residents of Sherman; have knowledge of Library Affairs and operations; and appreciate books.
Randy Hudson	4	A 4/7/2015 R 4/7/2018	4/7/2018 4/7/2021	1 2	
Laurie Mealy	1	A 1/19/2016 R 1/19/2019	1/19/2019 1/19/2022	1 2	
Nick Keating	4	A 1/8/2013 R 1/8/2016 R 1/8/2019	1/8/2016 1/8/2019 1/8/2022	1 2 3	
John West	1	A 1/8/2013 R 1/8/2016 R 1/8/2019	1/8/2016 1/8/2019 1/8/2022	1 2 3	
Judith Sloan	4	A 8/4/2020	8/4/2023	1	
Donna Nesbit	4	A 2/5/2019	2/5/2022	1	

NOTE:

CITY STAFF: Melissa Eason, Library Services Manager
Revised 8/4/2020

FACT SHEET

LIBRARY BOARD

Established by ORDINANCE 1736 – APRIL 14, 1948; REVISED ORDINANCE 4223 – OCTOBER 21, 1991; REVISED ORDINANCE 4367 – OCTOBER 3, 1994

1. **Number of Members: SEVEN**
2. **Term of Appointment: THREE YEARS**
3. **Consecutive Term Rule: THREE TERMS – ORDINANCE 4223 (10/21/91)**
4. **Qualifications for Membership: RESIDENTS OF SHERMAN; KNOWLEDGE OF LIBRARY AFFAIRS AND OPERATION; APPRECIATION OF BOOKS**
5. **Appointed by: MAYOR AND CITY COUNCIL**
6. **Board Organization**

CHAIRPERSON E VICE CHAIRPERSON SECRETARY E

ELECTED E APPOINTED

7. **Departmental Responsibility: DIRECTOR OF LIBRARY SERVICES**
8. **Meeting Date: NO RULE – AS SET BY BOARD BY-LAWS**
9. **Attendance Requirements: NO RULE – AS SET BY BOARD BY-LAWS**

==========

PURPOSE:
Shall serve in an advisory capacity with the City Librarian, the City Manager and the City Council.

RESPONSIBILITIES:
Said Board shall have no authority to bind the City of Sherman to any contract or interfere in any manner with City operations of Library Services.

ELIMINATE GENDER DESIGNATION OF
LIBRARY BOARD MEMBERS

ORDINANCE NO. 4367

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 27, ARTICLE II OF THE CODE OF ORDINANCES, AT SECTION 27-31, SO AS TO ELIMINATE THE GENDER DESIGNATION OF LIBRARY BOARD MEMBERS; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Section 27-31 of the Sherman City Code is amended to read as follows:

> There is hereby established a board of seven (7) members, to be known as the "Library Board of the City of Sherman." ~~Such board shall at all times have not less than two (2) men among its members and all.~~ *All* members of the board shall be residents of the city, having a knowledge of library affairs, a strong interest in library operations and a genuine appreciation of books.

SECTION 2. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 3. That it is the intention of the City Council of the City of Sherman, Texas, that the provisions of this ordinance shall become a part of the Code of Ordinances of the City of Sherman, Texas, and that sections of this ordinance may be renumbered or relettered to accomplish such intention.

SECTION 4. That it is hereby officially found and determined that the meeting at which this ordinance is passed is open to the public as required by law and that public notice of the time, place, and purpose of said meeting was given as required.

1ST READING this the 12TH day of SEPTEMBER, 1994.

2ND READING this the 26TH day of SEPTEMBER, 1994.

EFFECTIVE DATE: 3RD day of OCTOBER, 1994.

Harry Reynolds
MAYOR

ATTEST:

Helen J. Friend
CITY CLERK

APPROVED AS TO FORM:

J. Paul B. Gilliam
CITY ATTORNEY

1521 West Shields Drive
Sherman, Texas 75092-5536
April 1, 2021

MeLissa Eason, Library Services Administrator
Sherman Public Library
421 North Travis
Sherman, Texas 75090

Dear MeLissa,

This letter is to inform you that I, regretfully, need to tender my resignation to the Library Board. I am unable to attend meetings on-line and take minutes as needed because of a hearing loss. I am totally deaf in my right ear and with the cutting in and out, people talking over each other, and vagaries of the computer systems, I cannot take proper minutes.

I plan to continue working as a member of the Friends of the Library to sort books and work the book sales. I have really enjoyed working with you and have so much respect and admiration for the work you have done and are doing for our library.

Please understand that this has been a difficult decision for me to make but one I believe would be in the best interests of the Board.

Sincerely,

Judy Sloan

Judy Sloan

APPLICANT LIST

Library Board **Positions Vacant 2**

Applicant	Address	District	Qualifications
Randy Hudson	1601 Archer Circle	4	Current Members; Wishes to be Reappointed
Cort Myrick	1820 Clegg St., Howe	n/a	Grayson County Deputy Clerk

COMMENTS:

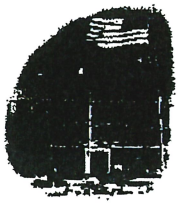
✓ I do wish to be considered for reappointment to this board

____ I do not wish to be considered for reappointment to this board

Randy Hudson
Signature

4/16/21
Date

Please return to: City of Sherman
City Clerk's Office
P.O. Box 1106
Sherman, Texas 75091-1106



CITY OF SHERMAN
APPLICATION FOR BOARD OR COMMISSION MEMBERSHIP

RECEIVED
APR 2021

Return completed application to:
City Clerk's Office
220 W. Mulberry
P.O. Box 1106
Sherman, TX 75091
Fax: (903) 892-7394

Please type or use black ink
Please complete one application for each board or commission membership
Please limit attachments to two pages
For questions or additional information, call the City Clerk's Office, (903) 892-7206

Name: Cort Myrick
(Please print legal name and your name as you wish it to appear, if different.)

Name of Board or Commission: Library Board

☐ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information

Home Address: 1820 Clegg St Howe, Tx 75459
Mailing Address:
Telephone: 903-413-5518 Fax:
E-Mail: cort.myrick@gmail.com
Sherman Resident for ____ years County: 7
Drivers License No.: TX 14618430
Voter Registration No.: 1131289149 ✓

Occupational Information

Business Name: Grayson County
Occupation: Deputy Clerk
Address: 100 W Houston Sherman, Tx 75090
Telephone: 903-813-4239 Fax:
E-Mail: myrickc@co.grayson.tx.us

Which Council District do you live in? *(see attached map)* ✓

Prior work experience: *(please include dates)*
Licensed Massage Therapist - 2014-2018 ; Interstate All Battery Store Manager 2010 - 2014 ; MHCI foreman 2007-2010

Educational Achievement:

High School Graduate? ☑ Yes ☐ No Year Graduated/Left School? 2006
Business College, Correspondence School, Adult Education, Other?
Name of College/University: WGU ☑ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: *(please include dates)*
Earth Day Festival - 2014 ; Demo Hillcrest Park Gazebo - Mar 2021

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☒ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.

Application held for 12 months from date received

Taxes - No

Are you presently serving on a City board or commission? ☐ Yes ☒ No

If so, which one? _____

Why do you want to become a member of this particular board or commission *(how would you use this experience to benefit the City)*?
My mother was a librarian who instilled a love of books & libraries in me. I think libraries are a wonderful community resource and want to help our local library serve the community to its fullest extent.

Briefly explain what you believe are the three most important issues facing this board or commission and how you believe this board or commission should address each issue?

1) Growing Community - Sherman, like the rest of the county is growing. The library will need a board dedicated to guiding it through such growth. I plan to help the library expand w/ area growth through advocacy & leadership.

2) Technological Changes - As technology changes, I hope to help the library expand its digital offerings by researching other community libraries in Texas and the policies they have implemented.

3) Community Engagement - in a digital age, libraries must engage more with the local community. I plan to be an advocate for the library & the services it offers

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:
Familiar with legal code and research, avid reader, understanding of policy design and implementation

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission:

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☐ Yes ☒ No
Comments: _____

Statement of Intent

I am aware of the requirements of the City regarding conflicts of interest of appointees to the City of Sherman Boards and Commissions, as noted in the overview. I am aware of meeting dates and times of the Board/Commission for which I have applied, and that Board/Commission members are expected to attend a minimum of 75 percent of regularly scheduled meetings annually of their Board/Commission. If appointed, I agree to serve on the Board/Commission for which I have applied. Applications, including those received after the posted deadline, will remain on file for one year from the date of receipt.

Signature: _____ *Date:* 4/20/21

In compliance with Chapter 552, Vernon's Texas Codes Annotated (Open Records Law), information provided on this application may be available to the public, upon request.

Sherman
CLASSIC TOWN. BROAD HORIZON.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting

Meeting Date: 05/03/2021

Approved By: Robby Hefton, City Manager

Caption:

COUNCIL CALENDAR

Issue:

Attachments

Council Calendar 2021

2021
Council Calendar

January						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

March						
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28	29	30	31			

April						
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May						
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30	31					

June						
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July						
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August						
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29	30	31				

September						
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26	27	28	29	30		

October						
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24	25	26	27	28	29	30
31						

November						
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28	29	30				

December						
Su	Mo	Tu	We	Th	Fr	Sa
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

	Holiday
	Holiday for Firefighters/Police Only
	City Council Regular Meeting
	City Council Called Meeting
	Special Called Meeting
	Budget Workshop
	Cancelled City Council Meeting

CALLED MEETINGS	
1/19/2021	Rescheduled - Martin Luther King, Jr. Day
4/23/2021	Called Budget Planning Meeting
5/27/2021	Called Capital Improvement Program Work Session
7/6/2021	Rescheduled - Independence Day
9/7/2021	Rescheduled - Labor Day